

INFORMATION PACKET

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Friday, June 14, 2019



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We are CASPER

Communication Accountability Stewardship Professionalism Efficiency Responsiveness

The Grid

A working draft of Council Meeting Agendas

June 18, 2019	Councilmembers Absent:				
Regular Council Meeting Agenda Items	Est. Public Hearing	Public Hearing	Ordinances	Resolutions	Minute Action
C = Item is on Consent N = Item is not on Consent					
Pre-Meeting: Sole Source Contract - Baler Extension of Ejection Ram System with Recykling Industrial Repairs, Inc.					
Ordinance Approving a Plat Creating Fleming Addition to the City of Casper, and Approving the Subdivision Agreement for said Addition. Public Hearing/First Reading		N			
Rezoning of Block 60, Lot 9, and N. 20' of Lot 10; and Block 60, West1/2 of Lots 10-12, Exc. N. 20' of Lot 10, Casper Addition, Located Directly East of the New Rescue Mission, on Lots Currently Addressed as 221 & 227 North Park Street. Public Hearing/First Reading		N			
Amending Subparagraphs 10.36.031(D)(2)(b)(ii), (iv) and (v) of the Casper Municipal Code Regarding Mobile Vendor Parking. Public Hearing/First Reading		N			
Consideration of Budget Amendment #3		N			
Consideration of the Fiscal Year 2020 Budget.		N			
New Restaurant Liquor License No. 40 for Thai Kitchen Casper, LLC d/b/a Thai Kitchen, Located at 1120 East 12th Street.		N			
Amending Sections 17.12.150 (D) (Site Plan Approval Criteria) and (H) (City Council Review) of the Casper Municipal Code. 2nd Reading			N		
Amending Sections 17.52.100 and 17.52.110 (PUD Approval) of the Casper Municipal Code. 2nd Reading			N		
Amending Section 16.08.480 (Subdivisions) of the Casper Municipal Code to Harmonize with Wyoming Statutes § 15-1-501(a)(iii). 2nd Reading			N		
Amending Section 9.48.010 of the Municipal Code Regarding Camping in the City Limits. 2nd Reading			N		
Amending Section 10.36.030 of the Municipal Code Making Small Trailers Subject to the Same Parking Restrictions as Other Trailers and Recreational Vehicles. 2nd Reading			N		
Authorizing a Professional Services Contract with Casper Area Transportation Coalition, Inc., a Wyoming Non-Profit Corporation, for Fiscal Year 2020, in an Amount not to Exceed \$1,994,966.				C	
Authorizing a Lease to Casper Area Transportation Coalition, Inc., a Wyoming Non-Profit Corporation, for Two Buildings, Parking Area and Adjacent Land at 1715 East 4th Street, in the Amount of \$25, Commencing July 1, 2019 through June 30, 2020.				C	

Authorizing a Lease for the use of Certain City-Owned Vehicles to Casper Area Transportation Coalition, Inc., a Wyoming Non-Profit Corporation, for the Transportation of the Elderly, Disabled, and General Public for the Fiscal Year 2020, in an Amount of \$25, Commencing July 1, 2019 through June 30, 2020.				C	
Initiating the Annexation of 14.5-Acres, More or Less, Described as the Green Valley Mobile Home Park, Located at 2760 South Robertson Road.				C	
Authorizing Amendment No. 1 to the Cooperative Agreement with the Wyoming Department of Transportation for the Interstate 25 & Casper Marginal Beautification Project.				C	
Authorizing Amendment No. 1 to the Grant Agreement with the Wyoming Water Development Commission for a Time Extension of 365 days for the East Casper Zone III Water System Improvements Project.				C	
Authorizing a Revocable License Agreement with Energy Property Holdings for Water and Sewer Services across City of Casper Property.				C	
Authorizing an Agreement with LONG Building Technologies, in the Amount of \$125,026, for the City Facilities Security Door Upgrades Project.				C	
Authorizing an Agreement with Crown Construction, LLC, in the Amount of \$142,150, for the 2019 Platte River Trails Replacements, Project No. 19-019.				C	
Authorizing an Agreement with Carr Coatings, LLC, in the Amount of \$220,000, for the North Park Tank Exterior Painting, Project No. 19-016.				C	
Authorizing a Procurement Agreement with S.P. Kinney Engineers, Inc., in the Amount of \$35,150, for an Automatic Self-Cleaning Strainer for use at the Sam H. Hobbs Wastewater Treatment Plant.				C	
Requesting Natrona County Continue to Collect 8 Mills of Property Taxes on Behalf of the City of Casper.				C	
Authorizing a Sole Source Purchase Agreement with Core and Main of Henderson, Colorado, for the Purchase of Neptune Water Meters and Meter Registers					C
Authorizing the Discharge of \$233,149.85 of Uncollectible Accounts Receivable Balances from OMNI.					C
Authorizing the Discharge of \$9,589.69 of Uncollectible Accounts Receivable Balances, Aged between the Date of January 1, 2014 and March 31, 2014, Including a More Recent Bankruptcy.					C
Authorizing the Purchase of One (1) New Side Loading, 27 Cubic Yard, Sanitation Truck, from CMI TECO, Casper, Wyoming, in the Total Amount of \$301,838, Before Trade, for Use by the Solid Waste Section of the Public Services Department.					C
Authorizing the Purchase of One (1) New Front-End Loader, from Wyoming Machinery, Casper, Wyoming, in the Total Amount of \$145,761, for Use by the Solid Waste Section of the Public Services Department.					C
Authorizing the Purchase of One (1) New Fuel Supply Trailer, from Ameritech Equipment Co., Casper, Wyoming, in the Total Amount of \$24,375, to be Used in the Solid Waste Section of the Public Services Department.					C

June 25, 2019	Councilmembers Absent:		
Work Session Agenda Items	Recommendation	Allotted Time	Begin Time
Recommendations = Information Only, Move Forward for Approval, Direction Requested			
Council Meeting Follow-up		5 min	4:30
Pool Fees	Direction Requested	20 min	4:35
'M' Street Alley Access	Direction Requested	30 min	5:15
State Health Plan Option	Direction Requested	60 min	5:45
Training Tool for Police Department	Direction Requested	10 min	6:45
Agenda Setting		20 min	6:55
Legislative Review		10 min	7:15
Council Around the Table		10 min	7:25
Approximate Ending Time:			7:35

July 2, 2019	Councilmembers Absent:				
Regular Council Meeting Agenda Items	Est. Public Hearing	Public Hearing	Ordinances	Resolutions	Minute Action
C = Item is on Consent N = Item is not on Consent					
Amending Section 17.12.124 of the Casper Municipal Code Pertaining to Wireless Communication Facilities (Tentative)		N			
Amending Sections 17.12.150 (D) (Site Plan Approval Criteria) and (H) (City Council Review) of the Casper Municipal Code. 3rd Reading			N		
Amending Sections 17.52.100 and 17.52.110 (PUD Approval) of the Casper Municipal Code. 3rd Reading			N		
Amending Section 16.08.480 (Subdivisions) of the Casper Municipal Code to Harmonize with Wyoming Statutes § 15-1-501(a)(iii). 3rd Reading			N		
Amending Section 9.48.010 of the Municipal Code Regarding Camping in the City Limits. 3rd Reading			N		
Amending Section 10.36.030 of the Municipal Code Making Small Trailers Subject to the Same Parking Restrictions as Other Trailers and Recreational Vehicles. 3rd Reading			N		
Ordinance Approving a Plat Creating Fleming Addition to the City of Casper, and Approving the Subdivision Agreement for said Addition. 2nd Reading			N		
Rezoning of Block 60, Lot 9, and N. 20' of Lot 10; and Block 60, West 1/2 of Lots 10-12, Exc. N. 20' of Lot 10, Casper Addition, Located Directly East of the New Rescue Mission, on Lots Currently Addressed as 221 & 227 North Park Street. 2nd Reading			N		
Amending Subparagraphs 10.36.031(D)(2)(b)(ii), (iv) and (v) of the Casper Municipal Code Regarding Mobile Vendor Parking. 2nd Reading			N		
Authorizing Contracts with the Individual Organizations for use of the Optional 1%#16 Sales Tax Special Projects Funds for Community Projects.				C	

Authorizing Submission of a Grant Application to the U.S. Department of Transportation for a 2019 BUILD Transportation Discretionary Grant For Midwest Avenue Improvements.				C	
Authorizing the Appointment of New Members Ryan McIntyre and Tony Hager and the Reappointment of Trudi Holthouse to the Downtown Development Authority Board of Directors.					C

July 9, 2019	Councilmembers Absent:				
Work Session Agenda Items		Recommendation	Allotted Time	Begin Time	
Recommendations = Information Only, Move Forward for Approval, Direction Requested					
Council Meeting Follow-up			5 min	4:30	
Agenda Setting			20 min		
Legislative Review			10 min		
Council Around the Table			10 min		
				Approximate Ending Time:	

July 16, 2019	Councilmembers Absent:					
Regular Council Meeting Agenda Items		Est. Public Hearing	Public Hearing	Ordinances	Resolutions	Minute Action
C = Item is on Consent N = Item is not on Consent						
Amending Section 17.12.124 of the Casper Municipal Code Pertaining to Wireless Communication Facilities (Tentative - 2nd Reading)				N		
Ordinance Approving a Plat Creating Fleming Addition to the City of Casper, and Approving the Subdivision Agreement for said Addition. 3rd Reading				N		
Rezoning of Block 60, Lot 9, and N. 20' of Lot 10; and Block 60, West1/2 of Lots 10-12, Exc. N. 20' of Lot 10, Casper Addition, Located Directly East of the New Rescue Mission, on Lots Currently Addressed as 221 & 227 North Park Street. 3rd Reading				N		
Amending Subparagraphs 10.36.031(D)(2)(b)(ii), (iv) and (v) of the Casper Municipal Code Regarding Mobile Vendor Parking. 3rd Reading				N		

July 23, 2019	Councilmembers Absent:			
Work Session Agenda Items		Recommendation	Allotted Time	Begin Time
Recommendations = Information Only, Move Forward for Approval, Direction Requested				
Council Meeting Follow-up			5 min	4:30
Agenda Setting			20 min	
Legislative Review			10 min	

Council Around the Table		10 min	
Approximate Ending Time:			

Proposed Work Session Agenda Items

Item	Proposed Date	Estimated Time	Notes
Downtown Parking Study Implementation		45 min	
Goodstein Lot Lease (Long Term Plan)			
Property Code Revisions		40 min	Anytime after March 2019
Parking on the Parkways		30 min	Anytime after January 2019
David Street Station 501(c)(3)		30 min	Anytime after January 2019
Code of Ethics		40 min	
Dog Parks			After Summer 2019
Green Valley - Annexation Status Report			After Annexation report is prepared
Arborist Licensing			Mayor's Request
Class & Compensation Study Scope	July 23, 2019		After Budget
Railroad Safety/BNSF			
Daily/temporary food truck permits/standards	July 9, 2019		
Health Department Discussion			Mayor's Request
Property Tax Structure/Revisions			
Staff Suggested Items:			
Sign Code Revisions		60 min	Anytime after April 2019
Limo Amendment?			
Interactive Long Range Transportation Plan Update	July 23 @ 4:30 pm		
Context Sensitive Agreements with WYDOT on Poplar St Bridge			
Finance Policies Resolution	July 23, 2019		Anytime after Council Finance Committee Meeting
Casper Events Center Walkthrough	July 9, 2019	45 min	Anytime after Budget Meetings
Memorials, Donations, and Sponsorship Policy			
Boys & Girls Club Skate Park			
Hogadon Lights	July 9, 2019	10 min	Info Only
Tow Fee Policies Review			
Results of Police Assessment			
Museum Donations	July 9, 2019		
Meadowlark Park			

Future Council Meeting Items

July 2, 2019 ? Ordinance Amending Section 17.12.124 of the Casper Municipal Code Pertaining to Wireless Communication Facilities

February 18, 2020 Mr. Robert Hildebrand - 100 year celebration (Mayor of Casper in 1967)



AMOCO REUSE AGREEMENT JOINT POWERS BOARD

MEETING MINUTES

6:00 p.m. Wednesday, April 10, 2019

2435 King Blvd, Big Horn Conference Room, Casper, WY 82604

Present: Reed Mersch, Ben Schrader, Bob Chynoweth, Terry Lane, Jerad Stack, Forrest Chadwick, and Bob Hopkins

Excused Absences: Jim Belcher and Doug Follick

Others Present: Tom Morton (K2 Radio), Brendan LaChance (Oil City News), Jolene Martinez, Liz Becher (City of Casper), Kim Rightmer (Wyoming Business Council), Tom Swanson and Beau Covert (Wyoming Wildlife Trust), Brandon Daigle, Kevin Hawley (Flag Development), and Executive Director Renee Hahn.

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

*Mr. Reams enters meeting at 6:01 p.m.

1. Minutes from March 20, 2019 Regular Meeting

A motion was made by Mr. Chadwick and seconded by Mr. Lane to approve the Minutes of the March 20, 2019 meeting. There being no further discussion, the Board proceeded to vote. The motion carried with all members in attendance voting to accept the Minutes as presented. (Copy of Minutes on file.)

Ms. Hahn requested the Chairman allow the rearrangement of the agenda to allow Mr. Reams to introduce himself since his time was limited due to a planned event at Three Crowns. Mr. Reams introduced himself to the Board and community members in attendance. He is very pleased with the transition and is extremely complementary of Landscapes Unlimited (LU). The Board welcomed him and looks forward to working with him in the future.

*Mr. Reams exits meeting at 6:15 p.m.

2. Approval of April 10, 2019 Treasurer's Report

Details of investment accounts, the checking account and the various vouchers listed on the Treasurer's Report as of April 10, 2019 were presented by Mr. Chynoweth.

A motion was made by Mr. Chadwick and seconded by Mr. Chynoweth to approve the Treasurer's Report of April 10, 2019, containing the financial report of the investment funds, checking account, interest accrued and the authorization for payment of all vouchers listed on the report. There being no further discussion, the Board proceeded to vote. The motion carried with all members in attendance voting to accept the report.

The March 2019 monthly financial statement draft by Lenhart Mason was presented by Mr. Chynoweth. He inquired if any of the Board had additional questions. No questions were asked.

Investment/Financial Committee

Mr. Chynoweth informed the Board that \$175,000 dollars was transferred from the Davidson Fund to Hilltop Bank to assist with the funding of Three Crowns.

3. Committee Reports

- **Three Crowns**

Mr. Chynoweth informed the Board that Mr. Johnson left in January without any warning. Three Crowns 2019 budget information is behind schedule since it went through a management company change in addition to a managerial change. The new budget will be presented to the Three Crowns Committee on April 18th for approval. If approved, the budget will move forward to ARAJPB at our May 8th meeting. The proposed budget from Landscapes Unlimited is \$296,875 for 2019-2020. Mr. Chynoweth stated this is normally approved in March by ARAJPB, so it is unfortunate that they have to wait until May to receive their funding. Mr. Chynoweth requests an advancement of up to \$50,000 if needed. A motion was made by Mr. Hopkins and seconded by Mr. Chadwick to approve the advancement of funds for Three Crowns if needed prior to May 9th for the 2019-2020 budget year. There being no further discussion, the Board proceeded to vote. The motion carried with all members in attendance voting to accept the report.

- **PRC**

Mr. Hopkins informed the Board that Ms. Hahn had begun creating advertisement for the "Art Call" along the trail. He suggested that Ms. Hahn add information stating that all information submitted would remain confidential. Mr. Lane suggested to add more site history detail on the "Art Call" being submitted to help match with the history of the refinery.

Ms. Hahn also informed the Board the trail will be closed from May 6th - May 15th for pavement.

Mr. Merschat discussed the proposed lobby art from Betsy Bower. Ms. Bower had resubmitted a new design that would be mounted to the brick wall to eliminate any possibility of someone knocking it over. Along with this change, the cost increased from \$3,000 to \$5,000. It was determined to put this project on hold since the "Art Call" would be going out in the near future. Mr. Merschat will inform Ms. Bower.

- **Refined Properties**

Mr. Stack began his presentation noting the sale of a lot in the Salt Creek Heights has not yet been finalized. Ms. Hahn updated the Board on the costs for the removal of the contaminated dirt pile in the Commons. "The cost is \$300,000 to the City of Casper for the acceptance of the dirt at the landfill. The additional costs are \$121,000 for the removal and trucking fees to the landfill. The total amount due is \$421,000 payable to be split 50/50 between ARAJPB and BP."

Mr. Stack informed the Board that it would be nice to update the Platte River Commons Logo. He stated "ARAJPB had reached out to the Bark Firm and had a proposed contract for \$2,500.00." A motion was made by Mr. Stack and seconded by Mr. Chynoweth to approve the contract from the Bark Firm. There being no further discussion, the Board proceeded to vote. The motion carried with all members in attendance voting to accept the report.

Mr. Stack asked Mr. Daigle to discuss the Field House Project. Mr. Daigle needed more time, so the River Revival Project was moved to up earlier on the agenda.

7. Public Comment – River Revival Phase III, Funding Request

Ms. Martinez from the City of Casper explained the sections of the river that this phase of the project involved. She also discussed the Master Plan they created for this project. “The prior two phases completed also had Wyoming Business Council (WBC) Enhancement Grants each totaling \$500,000. WBC has now asked the City to reach out to the community to garner more support.” Ms. Becher from the City of Casper explained the new requirement of \$200,000 for the WBC Grant application. She stated “The City and ARAJPB are partners and thought this was a perfect fit for beautification of areas to help promote continued economic development in the Commons. This third phase location was described as the Water Treatment Plant as well as the east of the First Street Bridge. The funds would be needed in September or October of 2019. Mr. Hopkins asked Ms. Martinez to discuss the details of the construction start date. Ms. Martinez described only having a 25-day window beginning October 1st. “Originally the Phase III cost was estimated at \$1.5 Million and is currently estimated at \$2 Million dollars.” Mr. Stack asked Ms. Martinez if the look of the river would be noticeable difference. Ms. Martinez stated “Yes, this would beautify the banks”. Mr. Schrader inquired why the budget had increased significantly and wondered if the scope of the work had changed. Ms. Martinez stated “The scope had not changed but costs had increased.”

Mr. Merschat asked to see copies of the Master Plan. Ms. Martinez stated “I will forward it to Ms. Hahn.” Mr. Chadwick inquired on the benefit to ARAJPB. Ms. Becher stated “It would assist with the Commons development and beautification of the area.” Mr. Hopkins thought it could enhance our property as well as noting the City growth continues to move west in our direction. Mr. Stack asked Ms. Rightmer about the timing requirements that Wyoming Business is expecting since ARAJPB’s next meeting is May 8th. Ms. Rightmer stated “Their meeting is scheduled for May 16th, so that might be a bit tight.” The entire Board recognizes this is an excellent project though not sure if ARAJPB goals match.

Refined Properties Continued.

*Mr. Daigle began the discussion on the Field House at 6:59 p.m.

Mr. Daigle informed the Board that Congress has not yet updated the Opportunity Zones about leased property. “We are hoping the government will filter this information down to us in the next two weeks.”

Mr. Daigle then offered a power point presentation of ARAJPB’s Master Plan created by KTG Y which included a sports facility. He discussed the current need for this facility and explained it would not be in competition with any existing building in the community. This facility would sit on ten acres which includes 150 parking spaces and expansion options. Mr. Daigle believed there was potential for fund raising from user groups and the private sector. Mr. Lane also thought this potential project had a high demand. Mr. Merschat inquired on the total amount of funds that could be raised. Mr. Daigle stated “10-12 million dollars.” Mr. Stack inquired if the future surrounding property values had potential to increase. Mr. Daigle stated “Yes”. Ms. Hahn stated this building fits with BP’s usage regulations. Mr. Daigle will generate a proforma to highlight future land values. Mr. Daigle also informed the Board he has a local architect firm that is willing to do the architect design work for free. Further discussions were held about the Field House by the Board.

*Ms. Becher, Ms. Martinez, Mr. Swanson, and Mr. Covert exit meeting at 7:27 p.m.

- **Architectural Review**

- There was no report.

- **Executive Committee**

Mr. Merschatt discussed future meetings dates and times.

*Mr. Daigle and Mr. Hawley exited the meeting at 7:34 p.m.

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

Mr. Chadwick discussed current impending projects with the County. Mr. Hopkins had nothing to report.

5. Other

Ms. Hahn discussed the date for the City and County Annual Meeting. It was determined that August or October might be better months. Ms. Hahn will explore those options and report back to the Board.

6. Future Meetings/Agenda

- Regular Board meeting – May 8th, 6:00 pm at 2435 King Blvd., Big Horn Conference Room
- Three Crowns Management Committee – May 16th, 7:00 am, 2435 King Blvd., Big Horn Conference Room

8. Good of the Order

None.

9. Adjournment

There being no further action by the Board, a motion was made by Mr. Schrader and seconded by Mr. Chadwick to adjourn the meeting at 7:40 p.m. The motion carried with all members in attendance voting aye.

6/12/19
Date



Board Officer

6/12/19
Date



Presiding Officer



AMOCO REUSE AGREEMENT JOINT POWERS BOARD

MEETING MINUTES

6:00 p.m. Wednesday, May 8, 2019

2435 King Blvd, Big Horn Conference Room, Casper, WY 82604

Present: Reed Merschat, Ben Schrader, Bob Chynoweth, Terry Lane, and Jim Belcher
Excused Absences: Jerad Stack, Bob Hopkins, Forrest Chadwick, and Doug Follick
Others Present: Jolene Martinez, Liz Becher (City of Casper), Beau Covert (Platte Valley Bank/North Platte River Foundation), Matt Reams (Three Crowns), and Executive Director Renee Hahn.

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

1. Minutes from April 10, 2019 Regular Meeting

A motion was made by Mr. Schrader and seconded by Mr. Lane to approve the Minutes of the April 10, 2019 meeting. After discussion, Mr. Belcher stated "I am unable to cast my vote because I was absent at the last meeting. "There being no further discussion, the Board tabled the April Minutes until the June Meeting. (Copy of Minutes on file.)

2. Committee Reports

- **Three Crowns**

Mr. Chynoweth discussed the Three Crowns Budget for the 2019-2020 year. "This budget contains a predicted loss of (\$296,875)." Mr. Chynoweth explained that the Three Crowns Committee had voted and approved the budget at their April Meeting. "This forecasted budget from Landscapes Unlimited is more thorough than any budget prior and there has been an immense amount of effort put into this budget." Mr. Belcher stated "Landscapes Unlimited is very diligent".

Mr. Chynoweth also informed the Board that capital equipment will not be purchased for this budgeted year. A motion was made by Mr. Chynoweth and seconded by Mr. Belcher to approve the Three Crowns budget with a projected loss of (\$296,875) with the approval not to purchase any capital equipment. There being no further discussion, the Board proceeded to vote. The motion carried with all members in attendance voting to accept the Budget and not to purchase any capital equipment as presented.

Mr. Chynoweth inquired if Mr. Reams had anything he would like to share with the Board. Mr. Reams stated that Three Crowns is in the process of getting fully staffed, currently they are 60% staffed. "The grounds are in excellent shape from last year and Mr. Snively is doing an amazing job." Mr. Reams felt the feedback he had received on the equipment is that it remains above average than most other courses.

(Copy of Budget on file.)

3. Approval of May 8, 2019 Treasurer's Report

Details of investment accounts, the checking account and the various vouchers listed on the Treasurer's Report as of May 8 2019 were presented by Mr. Chynoweth.

A motion was made by Mr. Chynoweth and seconded by Mr. Schrader to approve the Treasurer's Report of May 8, 2019, containing the financial report of the investment funds, checking account, interest accrued and the authorization for payment of all vouchers listed on the report. There being no further discussion, the Board proceeded to vote. The motion carried with all members in attendance voting to accept the report.

The April 2019 monthly financial statement draft by Lenhart Mason was presented by Mr. Chynoweth. He inquired if any of the Board had additional questions. No questions were asked.

Committee Reports - Continued

- **Investment/Financial Committee**

Mr. Chynoweth informed the Board that \$175,000 dollars had been transferred from the Davidson Fund to Hilltop Bank to assist with funding Three Crowns.

- **PRC**

Ms. Hahn informed the Board that the trail will be closed from May 13th – May 22nd for pavement.

- **Refined Properties**

Mr. Schrader began his presentation, remarking the sale of a lot in the Salt Creek Heights has still not yet been finalized. We are still waiting to receive a written offer. He updated the Board on an additional lot in the Heights has current interest. It is 14.30 acres in Phase III. He stated "The current costs for the removal of the contaminated dirt pile in the Commons is approximately \$500,000. This cost will be split 50/50 with BP." Mr. Schrader mentioned that Flag Development was attending a nationwide conference on sports facilities. "The conference center options are still moving forward until it is known whether or not this project will be able to be built."

ARAJPB 2019-2020 Budget

Mr. Chynoweth shared the Proposed Budget to the Board with the understanding changes could be made on the Final Budget. Mr. Belcher was quite concerned with the potential spending allotted to the budget. Mr. Chynoweth assured him this is an assumption, anticipating construction. "No money will be spent on development until it receives approval from the Board." Mr. Belcher continued with various questions about the budget that were answered by the Board.

River Revival Phase III, Funding Request

Mr. Merschatt asked that the Board to discuss the funding opportunity. Mr. Belcher inquired if the requested amount for this project is still \$200,000. Ms. Becher stated "It is." Mr. Belcher described the project as an excellent one. He stated "Though I do not believe it falls within our economic development boundaries." Mr. Merschatt described the ARAJPB restrictions in the Economic Development Fund. "The corridor boundaries are between 1st Street to Collins Street with the cross street being David Street. The other restriction given is "urbanized areas" the river project does not equate to either description." Ms. Hahn stated "The only funding

mechanism available would be to use unrestricted funds.” A motion was made by Mr. Belcher and seconded by Mr. Lane to decline the funding proposal for the inability to fit in ARAJPB’s mission and the lack of funds due to low property sales. There being no further discussion, the Board proceeded to vote. The motion carried with all members in attendance voting nay. Ms. Martinez thanked the Board for their consideration and hoped that in the future there would be more projects to work on together.

*Ms. Becher, Ms. Martinez, and Mr. Covert exit meeting at 7:08 p.m.

- **Architectural Review**

There was no report.

Executive Session

A motion was made by Mr. Schrader and seconded by Mr. Chynoweth to enter into Executive Session to discuss personnel matters. Ms. Hahn and Mr. Reams exited the meeting at 7:09 p.m. Mr. Belcher asked that Ms. Hahn and Mr. Reams return to the meeting upon the completion of the Executive Session at 7:31 p.m. Mr. Merschat announced that during the Executive Session, the proposed budget was to remain the same except it was determined to add an additional \$100,000 to the O&M Fund under Three Crowns. Mr. Merschat requested Ms. Hahn supply documentation for the proposed salary increase. For additional information, Mr. Chynoweth will contact Ms. Skogen, (Auditor) on her suggested salary update for Ms. Hahn. He will request that she share the information in writing for the Board. Ms. Hahn will also research the Boards request and anticipated sharing the information with both the Chairman and Treasurer.

- **Executive Committee**

Mr. Merschat discussed future meetings dates and times.

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

Mr. Chadwick and Mr. Hopkins were absent.

5. Other

None.

6. Future Meetings/Agenda

- Regular Board meeting – June 12th, 6:00 pm at 2435 King Blvd., Big Horn Conference Room
- Three Crowns Management Committee – June 20th, 7:00 am, 2435 King Blvd., Big Horn Conference Room
- Year-end Meeting – June 28th, Noon at 2435 King Blvd., Big Horn Conference Room

7. Public Comment

None.

8. Good of the Order

None.

9. Adjournment

There being no further action by the Board, a motion was made by Mr. Lane and seconded by Mr. Schrader to adjourn the meeting at 7:38 p.m. The motion carried with all members in attendance voting aye.

6/12/2019
Date

6/12/19
Date


Board Officer


Presiding Officer



CITY OF CASPER

200 North David Street
Casper, WY 82601-1862
Phone: (307) 235-8241
Fax: (307) 235-8362
www.casperwy.gov

COMMUNITY DEVELOPMENT DEPARTMENT

June 5, 2019

TO: J. Carter Napier, City Manager
John Henley, City Attorney
Liz Becher, Community Development Director

FROM: Craig Collins, AICP, City Planner

SUBJECT: Feedback on Proposed Camping Ordinance

The Code Enforcement Officers and I have reviewed the proposed Camping Ordinance, and have the following points to offer for your consideration:

- Code Enforcement currently has no authority to enforce Title 9. Title 8 of the Code defines our authority, as well as a memo that was drafted on June 26, 2018 from J. Carter Napier.
- Violation of the camping ordinance would likely be a criminal violation, requiring the issuance of a citation. We do not have the legal authority to write citations, and depend on Police Officers to write citations on our behalf.
- The proposed ordinance/regulations directly conflict with Section 17.104.170 of the Code. Section 17.104.170 is very difficult to enforce as it is, and Council should consider either amending it, or deleting it along with this proposed ordinance.
- The proposed ordinance does not exempt legitimate campgrounds, and will make existing campgrounds illegal.
- Code Enforcement actions generally require written notice, certified mail, and allow approximately 18 days to correct the violation. This would be inefficient and impractical for enforcing camping violations.
- The proposed ordinance does not allow for family camping on their own property.
- There are no provisions for special exceptions/permits. For instance, if the City held a brew fest, and wanted to encourage people to camp in the park, rather than driving while intoxicated, it would not be an option. Likewise, special events like the Solar Eclipse may warrant a temporary exception.
- The definition of camping may be problematic. If someone set up a canopy tent in their backyard to enjoy the outdoors without being bothered by mosquitos/bugs, and stays out enjoying it all night, is this camping? Is sleeping paraphernalia what defines the intent to be "staying overnight?"

- Code Enforcement only works during daytime hours, on weekdays. If enforcement of camping falls only on Code Enforcement, then there will not be any nighttime or weekend enforcement.
- The Police Department will most likely find that camping violations are a low priority for them to enforce, especially when they are short staffed or busy. Common sense will drive most citizen phone calls and complaints to the Code Enforcement Department.
- Is there a time period that needs to be surpassed in order to be considered to be “camping?” If someone sets up a tent in their back yard on a Friday night, at what point does it become a violation? Saturday morning? Midnight?
- *Martin v. City of Boise* calls into question a blanket prohibition of camping when homeless individuals have no place to go. It is understood that the local Homeless Shelter asks their clients to leave during the day. During those times when the homeless shelter is closed, would we be open to an Eighth Amendment legal challenge if we enforce the prohibition, based on the 9th Circuit decision?



CITY OF CASPER

200 North David Street
Casper, WY 82601-1862
Phone: (307) 235-8241
Fax: (307) 235-8362
www.casperwy.gov

COMMUNITY DEVELOPMENT DEPARTMENT

June 5, 2019

TO: J. Carter Napier, City Manager
John Henley, City Attorney
Liz Becher, Community Development Director

FROM: Craig Collins, AICP, City Planner

SUBJECT: Feedback on Proposed Camping Ordinance – Supplemental Memo

Per Mr. Henley's request, this supplemental memo focuses narrowly on considerations that may be applicable to camping on private properties within the City limits.

- Time limitations should be considered. Common methods include restrictions on consecutive nights, number of days in a 30 day period, etc.
- Some ordinances I have seen limit the number of "family" camping on a residential property. For example, no more than one "family" may sleep overnight in the backyard, or in a vehicle, camper, or trailer parked on residential private property. The definition of "family" has always caused concern in the past when enforcing ordinances here.
- An occupied structure should be required on the site to be able to camp on private property. (Church, business, house, etc.)
- Permission of the owner/tenant should be required. Squatting should be explicitly prohibited.
- The private property that is allowing camping should provide access to sanitation facilities.
- Garbage disposal should be available for the campers.
- We should ensure that the regulations that are crafted do not circumvent the City's requirements for a proper campground. Proper campgrounds are required to be in the right zoning district, and provide extensive improvements to the site.
- Nuisance issues such as noise, fire, smoke, etc. should be addressed.
- A procedure to allow special event, temporary camping areas should be created.
- One idea worth consideration is to create a "car camping program" like Eugene Oregon. This idea is intended to address the homeless population, and takes the opposite approach from a prohibition on camping by providing safe and legal places for unhoused people to sleep in vehicles, camper trailers, tents, etc. with permission of the property owner, including parking lots of religious institutions, businesses, etc. Host sites are responsible for providing access to restrooms and trash service for all campers on their property. No money should be collected (not encouraging a business to circumvent campground regulations). Could consider it a legal accessory use, unless substantiated complaints occur. If complaints are received, and negative

neighborhood compatibility issues arise, it could then go to P & Z and/or Council for review (similar to home occupation rules). May want to limit numbers of vehicles, tents, require fencing/screening, supervision, etc.,

I looked at many different ordinances, and in my opinion, the best example ordinance I found is provided below:

The definitions contained in this section shall govern the construction, meaning, and application of words and phrases used in this chapter.

“Camp” means to place, pitch, or occupy camp facilities, including recreational vehicles; to live temporarily in a camp facility or outdoors; or to use camp paraphernalia for the purpose of temporary human habitation.

“Camp facilities” includes, but is not limited to, tents, huts, vehicles, recreational vehicles, vehicle camping outfits, or temporary shelter.

“Camp paraphernalia” includes, but is not limited to, bedrolls, tarpaulins, cots, beds, sleeping bags, hammocks, or cooking facilities and similar equipment.

“Personal use” means the use of private residential property by the property owner or by others with the property owner’s permission and without the exchange of any form of compensation or remuneration. [Ord. 1342 § 3, 2015].

A. Personal use of private residential property for camping may only be by the property owner or by others with the owner’s written consent and without any form of compensation or remuneration.

B. Such use shall not exceed seven consecutive days in duration, except during the period between Memorial Day and Labor Day when such use shall not exceed 14 consecutive days in duration.

C. Camping may not occur more than four times per calendar year.

D. A minimum of 14 days is required between each camping period.

E. Where compensation or remuneration of any type is exchanged for the use of private residential property for camping, no camping shall occur on the property without the owner first obtaining a conditional use permit from the City pursuant to Chapter [17.168](#) LEMC and any other applicable requirements of this code. [Ord. 1342 § 3, 2015].

8.70.030 Private encroachment.

Notwithstanding LEMC [8.70.020](#), no person shall camp on or otherwise enter private property without the written consent of the private property owner. [Ord. 1342 § 3, 2015].

8.70.040 Operational requirements.

A. In addition to any other applicable requirements of the Lake Elsinore Municipal Code, camping pursuant to this chapter shall comply with all of the following operational requirements pertaining to camping:

1. Portable restrooms with toilet facilities must be provided and accessible to campers on the private property and must comply with the California Plumbing Code. Restrooms at City-owned beaches and parks do not qualify for use by campers on private property.
2. Trash receptacles sufficient for the number of campers must be provided.
3. The private property where camping occurs must be kept in a clean and sanitary manner.
4. Trash and debris must be removed when camping ceases and must be disposed of in trash receptacles.
5. Dumping of any trash or litter into the lake water shall not be permitted.
6. Any outdoor storage of camping paraphernalia shall be not be permitted when not in use by campers.
7. Within the jurisdiction of the City, no permanent structures shall be permitted in the floodplain, including, but not limited to, fencing.
8. Any use or placement of electrical cords shall be above the floodplain, if applicable.
9. All parking shall be on paved surfaces only and above the floodplain.
10. All uses pursuant to this chapter shall comply with the noise regulations contained in Chapter [17.176](#) LEMC.
11. Campfires associated with camping shall be in compliance with the requirements of this code, adopted codes and State law.
12. Docks, boats, and boat launching facilities and uses shall comply with all applicable regulations.

B. Notwithstanding any other provision of this chapter, camping shall not be permitted where such use violates any provision of this code, adopted codes or State law.



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

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

**Board
Members:**

H. H. King, Jr.,
Chairman

Larry Keffer,
Vice-Chairman

Ken Waters,
Secretary

Paul Bertoglio,
Treasurer

Steve Freel

Mike Huber

Charlie Powell

Chris Walsh

REGULAR JOINT POWERS BOARD MEETING AGENDA

Tuesday June 18, 2019 11:30 a.m.

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

1. Announcements
2. Approve Minutes – May 21, 2019 *
3. Approve Vouchers – June 2019 *
4. Approve Financial Report – May 2019 *
5. Operations Update
6. Public Comment
7. Old Business
 - a) Other
8. New Business
 - a) Consider Agreement with Municipal Treatment Equipment, Inc. for a PAX Water Tank Mixer for the 2.6 MG WTP Tank in the amount of \$34,950 *
 - b) Consider Funding Agreement with the City of Casper for the Construction of the RWS Caisson Recharge Channel Intake Piping Extension in the amount of \$32,200 *
 - c) Consider Agreement with West Plains Engineering, Inc. for Design and Construction Administration of the WTP MCC's and Switch Gear Upgrades Project No. 18-078 in the amount of \$13,500 *
 - d) Consider Deduct Change Order No. 1 to the WTP PLC/SCADA Project No. 17-038 in the amount of \$65,000 *
 - e) Consider FY2019 Budget Reallocation *
 - f) Consider FY2019 Budget Encumbrances *
 - g) Consider FY2020 Wholesale Water Rate *
 - h) Consider FY2020 Budgets *
 - i) WTP Operations Budget *
 - ii) RWS Agency Budget *
 - i) Discuss EPA LT2 Bin 2 Classification Response
 - j) Other
9. Chairman's Report



Next Meeting: Regular JPB Meeting – July 16, 2019

****Indicates Attachment***

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

MEETING PROCEEDINGS

May 21, 2019

A public meeting of the Central Wyoming Regional Water System Joint Powers Board (Board) was held Tuesday, May 21, 2019 at 11:30 a.m., in the Joint Powers Board Conference Room, Regional Water Treatment Plant, 1500 SW Wyoming Boulevard, Casper, WY.

Board Members Present - Chairman King, Vice-Chairman Keffer, Secretary Waters, Treasurer Bertoglio, and Board Members Huber, Powell, and Walsh. Board Member Freel was absent.

City of Casper – Huber, Powell, Walsh, Andrew Beamer, Bruce Martin, Brian Schroeder, Janette Brown, Scott Baxter, Michael McDaniels

Natrona County – Bertoglio

Salt Creek Joint Powers Board – King

Wardwell Water & Sewer District – Keffer

Pioneer Water & Sewer District – Waters

Poison Spider Improvement & Service District –

Wyoming Water Development Office -

Sandy Lakes Estates -

Lakeview Improvement & Service District -

33 Mile Road Improvement & Service District –

Mile-Hi Improvement and Service District –

Central Wyoming Groundwater Guardian Team (CWGG) –

Others — Charlie Chapin and Kyle Ridgeway – Williams, Porter, Day & Neville, P.C; John Naquin

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

1. There were no Announcements.

2. Chairman King asked for a motion to approve the minutes from the April 16, 2019 meeting. A motion was made by Board Member Powell and seconded by Secretary Waters to approve the minutes from the April 16, 2019 meeting. Motion put and carried.
3. Mr. Martin asked the Board to reference the updated voucher listing dated today and shown on the screen. Mr. Martin stated that three additional vouchers were added to the listing; voucher 8026 for Modern Electric, Co. in the amount of \$86,245.75 for the WTP VFD Project; voucher 8027 for Hydro Rocky Mountain in the amount of \$25,271 for Caisson #3 pump repair; and voucher 8028 for Casper Star-Tribune in the amount of \$242.08 for the Notice of Final Payment Ad for the WTP VFD Project. Mr. Martin recommended approval of the vouchers and offered to answer any questions the Board may have on the voucher listing.

Chairman King asked for a motion to approve the May 2019 vouchers. A motion was made by Board Member Walsh and seconded by Treasurer Bertoglio to approve the May 2019 voucher list to include voucher numbers 8011 through 8028 in the amount of \$581,704.16. Motion put and carried.

Vice-Chairman Keffer arrived at 11:33 a.m.

4. Mr. Martin asked the Board to reference the Gallons Produced table in the agenda packet. Mr. Martin stated that production for April 2019 was 186 MG, which is 13 MG more than the five year average of 173 MG. Mr. Martin stated that the City's 10 MG Reservoir was filled after being inspected. Mr. Martin stated that year to date production is 2.79 BG.

Board Member Huber arrived at 11:34 a.m.

Mr. Martin asked the Board to reference page 2 of the Financial Report. Mr. Martin stated that year to date Water Sales are \$5,157,974, which is an increase of \$319,427 over last year, a 6.6% increase, due to the rate increase.

Mr. Martin stated that the Total Operating Expenses are \$2,572,089, which is a 3.83% increase over last year. Mr. Martin stated that these expenses include the additional WTP Operator, the increased Interdepartmental Charges, and additional chemical purchases due to the Surface Water Plant being in operation longer this past summer season.

Chairman King asked for a motion to approve the April 2019 Financial Report as presented. A motion was made by Board Member Walsh and seconded by Treasurer Bertoglio to approve the April 2019 Financial Report as presented. Motion put and carried.

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

Mr. Schroeder stated that at the Board meeting last month, the Board approved the contract for the repair of the Caisson #3 pump. Mr. Schroeder stated that the pump has been repaired and was installed with the VFD. Mr. Schroeder stated that the VFD has

made a huge impact on operations as this well is a very good water producer.

Mr. Schroeder stated that the groundwater was off last week for repairs to the groundwater contactor and the surface plant was in service. Mr. Schroeder stated that the contactor was leaking, but staff was able to get it repaired. Mr. Schroeder stated that the contactor was flushed three times with well water. Mr. Schroeder stated that now the surface plant is out of service and only groundwater is being used.

Mr. Schroeder stated that the valve for Morad #6 was repaired while the groundwater system was off line.

Mr. Schroeder stated that the surface water plant will be back in service as water demand increases.

Mr. Schroeder stated that the contractor for the PLC/SCADA Upgrades Project will be on site this week. Mr. Schroeder stated that the contractor will start working on the boosters and wells.

Mr. Schroeder stated that Mr. Conner was unable to be at the meeting today and asked him to give the Transmission System Update.

Mr. Schroeder stated that Distribution staff has been taking care of the weeds at the booster stations and tanks.

Mr. Schroeder stated that maintenance is being performed on RWS fire hydrants.

Mr. Schroeder stated that the residual in the system is in good shape.

Mr. Schroeder stated that he appreciated that the Distribution staff helped with the groundwater contactor and the well repairs.

6. There was no Public Comment.
7. There was no Old Business.
 - a. There was no Other Old Business.
8. In New Business:
 - a. Mr. Martin stated that at the meeting last month, the Board reviewed the Preliminary FY2020 Budget. Mr. Martin stated that this month the wholesale rate will be reviewed, and in June, the Board will have a final review and approval of both.

Mr. Martin reviewed the Wholesale Water Rate Narrative with the Board:

Staff has made efforts to keep the FY20 Operations Budget, and forecasted future

budgets, at minimal increases.

Assumptions made in the development of the wholesale water rate models are as follows:

- 1) Model assumes a 0.5% rate of growth. This is the same rate used in the Water Treatment Plant Facilities Plan.
- 2) The rate model takes into consideration recently reinstated employee pay rate step increases approved by Casper City Council for City Personnel Services in FY19 and 20. In FY21 and beyond, the model assumes a 2% increase for Personnel Services expense each year over the next five years. In FY20, the model takes into consideration a 14% increase in health insurance costs. In FY21 and beyond, the model assumes an 8% per year health insurance cost increase. For Contractual Services, a 2% rate of inflation is assumed over the next five years, and for Materials and Supplies, a 4% rate of inflation each year is assumed over the next five years.
- 3) The model assumes fund reserve interest earnings at 1.25% for the next five years.
- 4) The model assumes the volume of water produced by the Regional Water System (RWS) represents the most probable case for the next five years.
- 5) The recommended minimum RWS fund reserves are calculated in accordance with the Regional Water System Fund Reserves Policy as adopted by the Board in August 2007.
- 6) Rates developed by these models include rate adjustments needed for new and replacement capital facilities above that obtained from the system investment charges, reserves, grants, and loans.
- 7) The model assumes that grant/loan funding will be secured in FY23 for the Disinfection Upgrade Project.
- 8) The criteria and results for the model presented are as follows:

5.0% wholesale water rate increase. FY20 Wholesale Water Rate - \$1.93/1,000 gallons.

Result –

FY20 Reserves	
Projected	- \$3.97 M
Minimum Required	- \$4.44 M

FY21 Reserves
Projected - \$4.34 M
Minimum Required - \$4.50 M

FY22 Reserves
Projected - \$4.61 M
Minimum Required - \$4.52 M

It needs to be emphasized that the assumptions and budget information used for the wholesale water rate models are suitable for one year only.

Mr. Martin brought up the Pro Forma rate model created by Mr. Tom Pitlick with City of Casper Finance Department. Mr. Martin stated that the Pro Forma is based on audited numbers for FY18.

Mr. Martin stated that last year it was estimated that a 7% rate increase would be needed, but he is not sure it will be needed now. Mr. Martin showed the Board the difference in the Reserve balance between a 7% and a 5% rate increase for FY20. Mr. Martin reminded the Board that the rate model is good only for one year as the capital projects change. Mr. Martin ran several different scenarios based on the Board's requests.

Board Member Powell stated that he feels better with the 5% rate increase. Mr. Martin stated that a 5% rate increase would be \$1.93/thousand gallons. Board Member Walsh stated that he agreed with the 5% rate increase for this year since the model is only good for one year.

Treasurer Bertoglio asked if the new System Investment Charges are in effect. Mr. Martin stated they went into effect January 1st and are helping to offset the rate increase.

It was the consensus of the Board to move the 5% wholesale water rate increase forward for approval. Mr. Martin stated that staff would plan on the 5% wholesale water rate increase and have it on the agenda for approval at the June Board meeting.

- b. Mr. Martin stated that in 2013, the Federal Rule governing all federally funded projects was changed to "PART 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." Mr. Martin stated that it is required that this new rule be adopted by all agencies receiving federal funding.

Mr. Martin stated that the deadline for adopting policies that will aid in maintaining compliance with this rule was July 1, 2018. Mr. Martin stated that a finding noted in the FY18 financial audit was that the RWS had not adopted the

required policies.

Mr. Martin stated that two policies, *Special Purchasing Provisions for Federally Funded Projects* and *Required Contract Clauses for Federally Funded Contracts*, are before the Board today for adoption. Mr. Martin stated that these two policies mirror policies recently adopted by the City of Casper to fulfill the same purpose. Mr. Martin stated that these two policies have been reviewed by Mr. Chapin.

Treasurer Bertoglio asked if these policies pertain to State funds. Mr. Martin stated that was correct, as Federal funds flow through the State.

A motion was made by Board Member Huber and seconded by Board Member Walsh to approve Policy Number 001, *Special Purchasing Provisions for Federally Funded Projects*, and Policy Number 002, *Required Contract Provisions for Federally Funded Projects*. Motion put and carried.

- c. Mr. Martin stated that bids for the internal and external recoating of the 2.6 MG Water Tank were opened last week. Mr. Martin stated that eight bids were received.

Mr. Martin stated that the contractor that submitted the low bid did not meet the requirements for Steel Structures Painting Council (SSPC) QP2 certification as stated in the bid documents. Mr. Martin stated that the SSPC QP2 certification is a nationally recognized program that evaluates the capabilities of industrial paint contractors on their ability to safely remove and properly manage hazardous coating material in the field.

Mr. Martin stated that it is recommended that the Board award the contract to the next low bid, Riley Industrial, Inc., in the amount of \$715,584 with a contingency amount of \$100,000 for a total project price of \$815,584. Mr. Martin stated that the only in-state bidder was Mandros Painting, Inc. Mr. Martin stated that the project is scheduled for completion by October 31, 2019.

A motion was made by Secretary Waters and seconded by Vice-Chairman Keffer to award the 2.6M Gallon Tank Recoating, Project No. 18-093 to Riley Industrial, Inc. in the amount of \$715,584 with a contingency amount of \$100,000, for a total project amount of \$815,584.

Board Member Huber asked for clarification if the tank is going to be stripped down and recoated inside and out. Mr. Martin stated that was correct, and the project engineer expects that some replacement/repairs will need to be made. Board Member Huber asked how change orders will be handled. Mr. Martin stated that change orders will be covered by the contingency amount. Mr. Beamer stated that no panel replacement was included in the bid, but if necessary, the contingency amount should cover the replacement.

Secretary Waters asked how many years the tank has been in service since the last time it was painted. Mr. Schroeder stated that the tank has been in service for over 20 years since the last time it was painted.

Motion put and carried.

- d. Mr. Martin stated that HOA Solutions, Inc. is currently working on the construction of the PLC/SCADA project, which includes City of Casper equipment. Mr. Martin stated that the cost of the design of the PLC/SCADA project was split with the City through a funding agreement. Mr. Martin stated that the cost of the construction portion of the project will also need to be split with the City.

Mr. Martin stated that the funding agreement before the Board today splits the cost of the project between the City and RWS. Mr. Martin stated that the City will pay to the RWS \$301,710 for their portion of the project construction. Mr. Martin stated that the Casper City Council approved the funding agreement at their May 7, 2019 meeting.

A motion was made by Treasurer Bertoglio and seconded by Secretary Waters to approve the Funding Agreement between the City and the Board for construction of the RWS and City of Casper PLC/SCADA Upgrade Project in the amount of \$301,710. City of Casper Board Members abstained from the vote due to a conflict of interest. Motion put and carried.

- e. Mr. Martin turned the time over to Mr. Scott Baxter with the City Engineering Department for the discussion of Change Order No. 1 in the amount of \$32,200 for the North Platte River Exposed Waterline Repair Project.

Mr. Baxter stated that 71 Construction, Inc. is under a construction contract for the North Platte River Exposed Waterline Stabilization Project No. 17-097, which is the repair of the river bank and covering the 24-inch ductile iron waterline running directly west of the Water Treatment Plant (WTP).

Mr. Baxter stated that Change Order No. 1 for this project is to correct a problem that came to light after the North Platte River Restoration Project was completed in 2017. Mr. Baxter stated that a change in channel geometry and backwater wetland production resulted in stagnant water near the existing recharge intake directly west of the WTP on the west side of the river. Mr. Baxter stated that the recharge channel intake pipe needs to be extended approximately 200 feet so that it receives less mud and silt. Mr. Baxter stated that funding for this change order will not come from the contingency funds for the project, it will come from the North Platte River Restoration Project funding.

Mr. Martin stated that a funding agreement for this project will be brought to the Board for consideration at the June meeting.

Mr. Baxter stated that no work on this project will start until the river level recedes in the fall.

A motion was made by Vice-Chairman Keffer and seconded by Treasurer Bertoglio to approve Change Order No. 1 to the North Platte River Exposed Waterline Stabilization Project No. 17-097 in the amount of \$32,200. Motion put and carried.

- f. In Other New Business, Mr. Martin informed the Board that the Morad wellfield has a thistle problem. Mr. Martin stated that options on how to get rid of the thistles are being discussed as chemicals cannot be used to get rid of them. Mr. Martin stated that Ms. Martinez with the City of Casper is working with the County Weed and Pest Department to have a Weed Bounty Volunteer Day in which volunteers would pull the thistles and be paid 50 cents per pound of weeds. Mr. Martin stated that he wanted to inform the Board to make sure there are no concerns or issues.

9. A motion was made by Treasurer Bertoglio and seconded by Secretary Waters to adjourn from Regular Session into Executive Session to discuss litigation at 12:18 p.m. Motion put and carried.

A motion was made by Treasurer Bertoglio and seconded by Board Member Walsh to close the Executive Session at 1:05 p.m. Motion put and carried.

A motion was made by Board Member Walsh and seconded by Vice-Chairman Keffer to open the Regular meeting at 1:05 p.m. Motion put and carried.

10. In the Chairman's Report, Chairman King stated that the next regular meeting will be held on June 18, 2019.

A motion was made by Treasurer Bertoglio and seconded by Board Member Walsh to adjourn the meeting at 1:06 p.m. Motion put and carried.

Chairman

Secretary

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

**UNAPPROVED VOUCHER LISTING
June 11, 2019**

VOUCHER NO.	VENDOR	DESCRIPTION	AMOUNT
8029	HDR Engineering, Inc.	Capital Expense – Source Water Protection Plan PP#9 thru #11	\$4,094.62
8030	Equivalent Controls Corporation	Capital Expense – 2 6-inch Mag Meters for Inventory	\$10,130.53
8031	HDR Engineering, Inc.	Capital Expense – Wardwell Tank Repairs	\$7,512.11
8032	Kody Pivik / Wyoming Aerial Photography	Capital Expense – Airport Elevated Tank Construction Video	\$650.00
8033	HDR Engineering, Inc.	Capital Expense – Wardwell Tank Repairs	\$2,338.75
8034	City of Casper	Operations Reimbursement – May19	\$252,538.29
8035	Williams, Porter, Day & Neville, P.C,	Legal Expense – May19	\$3,541.00
8036	HDR Engineering, Inc.	Capital Expense – WTP SCADA Improvements PP#18, #19, #20, #21, #22, #23	\$29,986.76
8037	City of Casper	Loan Payment	\$127,960.40
8038	Sage Software Inc.	BusinessWorks Software Annual Update	\$900.00
		Total	\$439,652.46

*

City of Casper
 Business Services - Finance Division
 200 N. David
 Casper, WY 82601
 adminsvcs@cityofcasperwy.com
 (307)235-8400

**INVOICE &
 STATEMENT OF ACCOUNT**

8034

CUSTOMER: CENTRAL WYO. REGIONAL WATER SYSTEM JPB
 1500 SW WYOMING BLVD.
 CASPER, WY, 82604

DATE: 6/3/2019

CUSTOMER ACCOUNT#: 2784

ACCOUNT SUMMARY

Invoices Due Upon Receipt

TRANSACTION DATE	INVOICE #	DESCRIPTION	STATUS	INVOICE AMOUNT/ CHARGES REMAINING
05/31/2019	175005	MAY 2019 OPERATIONS REIMBURSEMENT	CURRENT	\$252,538.29

May 2019 Total Reimbursement Invoice			
9010.00	Wages & Salaries Dir Labor - O&M		\$143,725.17
9020.00	Chemical Charge - O&M		\$42,371.30
9030.00	Utilities - O&M		\$51,314.96
9040.00	Supplies - O&M		\$1,836.56
9060.00	Training - O&M		\$0.00
9070.00	Major Maint, Repair, Replc - O&M		\$2,942.14
9080.00	Testing & Lab Services - O&M		\$4,462.83
9090.00	Other Reimbursable Costs - O&M		\$4,577.25
6025.10	Capital		\$1,308.08
	80-404000-5819 Invoice Total		\$252,538.29

NEW CHARGES	
PREVIOUS BALANCE	\$252,538.29
TOTAL AMOUNT DUE	\$252,538.29

Delinquent accounts over \$50.00 will be charged an interest penalty of 1.5% per month. Sending payment to cover delinquent invoices (invoice older than 30 days) will prevent further action with the City of Casper collection effort and possible refusal of all city services. Direct all questions about your statement to (307) 235-8400. Please disregard if full payment has been sent.

Make all checks payable to City of Casper and include this remittance stub with the invoices you are paying to ensure proper processing.

Mail Payments To:

City of Casper
 200 N David St
 Casper, WY 82601

CUSTOMER ACCOUNT#: 2784

TOTAL AMOUNT DUE: \$252,538.29

AMOUNT ENCLOSED: **\$252,538.29**

Pay Invoice(s): 175005

If invoice(s) are/is not listed monies received will be posted to the oldest invoice on the account.

City of Casper Wyoming
Expenditure Reimbursement Request
May 31, 2019

Vendor	Account Name	Date	Invoice Number	Invoice Amount	Purchased
ALSCO - Pcard	Laundry & Towel	5/10/2019	LCAS1265243, LCAS1267985	127.62	Mats, Mops, Towels
Atlas Office Products - Pcard	Other Materials & Supplies	5/20/2019	48694-0	225.63	Picture Hanger, Utility Gloves, Paper Towels
Bailey's Ace Hardware - Pcard	Equipment Repairs	5/10/2019	C87649	2.79	GW Turbidimeter Repair Parts
Bailey's Ace Hardware - Pcard	Well Supplies	5/20/2019	C89607	45.90	Well Turbidimeter Parts
BAVCO - Pcard	Booster Station Supplies	5/10/2019	141158	140.90	Repair Parts for Pit on 12 Mile Rd
Black Hills Energy	Energy - Natural Gas	5/10/2019	RIN0029580	5,059.04	Natural Gas Bill
Brenntag Pacific, Inc.	Chemicals	5/10/2019	BPI939589	11,147.51	Ferric Chloride
Brenntag Pacific, Inc.	Chemicals	5/13/2019	BPI937294	10,660.64	Ferric Chloride
Casper Contractors Supply - Pcard	Other Materials & Supplies	5/28/2019	1512740	76.80	Hand Cleaner Wipes
Casper Contractors Supply, Inc. - Pcard	Equipment Repairs	5/10/2019	1511714	997.12	Ozone GW Contactor Repair
Casper Contractors Supply, Inc. - Pcard	Equipment Repairs	5/10/2019	1511723	58.02	Ozone GW Contactor Repair
Casper Contractors Supply, Inc. - Pcard	Other Materials & Supplies	5/20/2019	1512437	5.35	Gasket for Caisson #3
Casper Public Utilities	Sewer	5/13/2019	RIN0029547	24.56	Sewer Bill
Casper Public Utilities	Refuse Collection	5/13/2019	RIN0029547	119.50	Sanitation Bill
Casper Star-Tribune - Pcard	Advertising	5/28/2019	53948	43.54	Legal Ad - RWSJPB Meeting Notice
City of Casper - Balefill	Refuse Collection	5/23/2019	4361/174068	341.04	Old Fencing Disposal
Coastal Chemical - Pcard	Vehicle Supplies	5/10/2019	0119084	32.14	Gasoline
Coastal Chemical - Pcard	Vehicle Supplies	5/28/2019	0119177	152.71	Gasoline
Diamond Vogel - Pcard	Equipment Repairs	5/10/2019	726273686	48.80	Ozone GW Contactor Repair
DPC Industries, Inc.	Chemicals	5/13/2019	737001413-19	6,971.24	Sodium Hypochlorite
DPC Industries, Inc.	Chemicals	5/23/2019	737001627-19	7,052.05	Sodium Hypochlorite
Energy Laboratories - Pcard	Lab Testing	5/10/2019	227697	231.00	Aerobic Spore Testing
Energy Laboratories - Pcard	Lab Testing	5/10/2019	227625	2,722.00	Quarterly DBP Testing
Energy Laboratories - Pcard	Lab Testing	5/13/2019	231682	22.00	Compliance Bacti Test
Energy Laboratories - Pcard	Lab Testing	5/13/2019	229344, 230312, 230166, 231386, 231388	620.00	Aerobic Spores, NPDES TSS, TOC/Alkalinity, TOC & UV254
Energy Laboratories - Pcard	Lab Testing	5/13/2019	231310	37.00	Lead Test on 2.6 MG Backwash Tank
Energy Laboratories - Pcard	Lab Testing	5/20/2019	263311073 / 231386	57.00	Duplicate Charge
Energy Laboratories - Pcard	Lab Testing	5/20/2019	263311151 / 231388	231.00	Duplicate Charge
Energy Laboratories - Pcard	Lab Testing	5/20/2019	263484908 / 231388	(231.00)	Refund Duplicate Charge
Energy Laboratories - Pcard	Lab Testing	5/20/2019	263485163 / 231386	(57.00)	Refund Duplicate Charge
Energy Laboratories - Pcard	Lab Testing	5/20/2019	232373	231.00	Aerobic Spore Testing
Energy Laboratories - Pcard	Lab Testing	5/28/2019	234182	231.00	Aerobic Spore Testing
Eurofins Eaton Analytical - Pcard	Lab Testing	5/10/2019	L0450109	100.00	Bromate Testing
FedEx - Pcard	Postage	5/10/2019	6-475-29510	62.10	Postage - Return bid for SCADA Project
Grainger - Pcard	Other Materials & Supplies	5/20/2019	1351271388	86.90	Ear Plugs
Hawkins, Inc. - Pcard	Equipment Repairs	5/20/2019	4494651	353.21	Poly Tubing
Health Insurance	Health Insurance	5/2/2019		7,036.53	Health Insurance
Health Insurance	Health Insurance	5/16/2019		7,036.53	Health Insurance
Health Insurance Transfer	Transfers Out	5/10/2019		8,988.02	Additional Health Insurance Allocation
Horixon Cable - Pcard	Other Materials & Supplies	5/10/2019	010349	600.00	Safety - Retrieval Rope
Interdepartmental Charges	Interdepartmental Services Fixed	5/10/2019		7,242.00	2 FTE's from Water Distribution
Interdepartmental Charges	Interdepartmental Services Fixed	5/10/2019		14,091.42	IT, Finance, HR, City Council, City Manager, City Attorney

City of Casper Wyoming
Expenditure Reimbursement Request
May 31, 2019

Vendor	Account Name	Date	Invoice Number	Invoice Amount	Purchased
Interdepartmental Services	Interdepartmental Services	5/10/2019		(2,067.50)	Reimbursement for Shared Employee
Intermountain Motor Repair - Pcard	Equipment Repairs	5/10/2019	33513	703.89	Screen Wash Pump Repair
ITC Electrical Technologies	Equipment Repairs	5/28/2019	28909	540.60	GWHS #1 VFD
Long Building Technologies	Maintenance Agreements	5/13/2019	SCPAY0043953	4,237.25	Quarterly HVAC Maintenance
Mountain Sports - Pcard	Equipment Repairs	5/10/2019	015475	21.90	Ozone GW Contactor Repair
NAPA Auto Parts - Pcard	Other Materials & Supplies	5/13/2019	435742	32.98	HVAC System Belts
Norco - Pcard	Other Materials & Supplies	5/20/2019	30277328255	25.00	Safety - Calibrate Air Tester
Other Insurance	Other Insurance	5/2/2019		305.94	Other Insurance Benefits
Payroll	Personnel	5/2/2019		32,471.90	5/2/19 Payroll
Payroll	Personnel	5/16/2019		33,521.37	5/16/19 Payroll
Payroll	Personnel	5/30/2019		32,947.21	5/30/19 Payroll
Phone, Email, Internet, Wireless	Telecommunications	5/10/2019		90.00	Phone, Email, Internet, Wireless
Rocky Mountain Power	Energy - Electricity	5/23/2019	RIN0029602	38,501.31	Electricity - WTP, Wells
Rocky Mountain Power	Energy - Electricity	5/23/2019	RIN0029602	7,154.79	Electricity - Meters, Tanks, Boosters
Rocky Mtn. Air Solutions - Pcard	Chemicals	5/10/2019	30046935	3,633.72	Liquid Oxygen
Rocky Mtn. Air Solutions - Pcard	Chemicals	5/10/2019	30047105	2,906.14	Liquid Oxygen
Smith's - Pcard	Other Materials & Supplies	5/28/2019	080016	17.47	JPB Meeting Supplies
Sutherlands - Pcard	Equipment Repairs	5/10/2019	044072	39.98	Ozone GW Contactor Repair
Sutherlands - Pcard	Other Materials & Supplies	5/10/2019	170615	62.61	Polymer System Parts
Sutherlands - Pcard	Other Materials & Supplies	5/28/2019	057467	14.99	Ozone GW Contactor Repair
Tyler Technologies	Capital	5/7/2019	045-255525	1,066.45	Implementation of New Accounting Software
Tyler Technologies	Capital	5/21/2019	045-259475	156.04	Implementation of New Accounting Software
Tyler Technologies	Capital	5/21/2019	045-261143	16.14	Implementation of New Accounting Software
Tyler Technologies	Capital	5/21/2019	045-260607	69.45	Implementation of New Accounting Software
UPS - Pcard	Lab Testing	5/10/2019	00008F045W189	130.12	Lab Sample Shipping Fees
UPS - Pcard	Lab Testing	5/28/2019	00008F045W209	138.71	Lab Sample Shipping Fees
Verizon Wireless - Pcard	Telecommunications	5/13/2019	9827314312	24.72	Cell Phone Bill
Wardwell Water & Sewer District	Water Line Materials	5/14/2019	RIN0029525	14.00	Wardwell Booster Irrigation
Wear Parts - Pcard	Booster Station Supplies	5/28/2019	358014	20.93	Parts for Morad #6 Meter/Valve Assembly
Western States Fire Protection - Pcard	Maintenance Agreements	5/10/2019	WSF205173	340.00	Annual Backflow Preventer Inspection
Workers' Compensation	Workers' Compensation	5/10/2019		2,151.75	Workers' Compensation
Xerox - Pcard	Other Materials & Supplies	5/10/2019	096801941	224.82	Copier Lease
			Total	\$ 252,538.29	

Central Wyoming Regional Water System

Gallons Produced

Fiscal Year 2018-2019

Entity	Gallons of Water Produced											
	5/31/2019	4/30/2019	3/31/2019	2/28/2019	1/31/2019	12/31/2018	11/30/2018	10/31/2018	9/30/2018	8/31/2018	7/31/2018	Year-to-Date
Salt Creek JPB	2,253,061.224	2,876,791.837	2,349,134.694	2,171,574.490	2,435,213.265	2,292,788.776	1,989,107.143	3,207,681.633	3,920,891.837	5,665,450.000	6,443,328.571	35,605,023.469
Wardwell W&S	10,482,777.551	8,766,165.306	7,773,989.796	7,614,025.510	8,469,804.082	7,964,371.429	8,038,224.490	11,392,635.714	26,621,290.816	33,602,661.224	31,667,788.776	162,393,734.694
Pioneer	2,918,535.714	3,194,177.551	3,285,645.918	2,197,807.143	2,543,828.571	2,702,926.531	2,664,115.306	3,695,976.531	5,518,868.367	7,228,646.939	7,456,834.694	43,407,363.265
Poison Spider	615,663.265	668,316.327	620,306.122	525,918.367	541,785.714	907,908.163	1,920,714.286	660,204.082	838,928.571	1,123,316.327	1,104,132.653	9,527,193.878
33 Mile Road	637,091.837	726,122.449	654,489.796	806,122.449	915,051.020	771,581.633	673,367.347	718,367.347	1,052,602.041	1,379,591.837	1,029,081.633	9,363,469.388
Sandy Lake	681,034.694	605,646.939	808,327.551	490,459.184	624,918.367	556,811.224	637,488.776	993,687.755	1,460,154.082	1,923,954.082	1,711,074.490	10,493,557.143
Lakeview	176,929.592	177,636.735	95,613.265	107,467.347	108,629.592	118,917.347	116,483.673	230,795.918	542,930.612	690,248.980	756,117.347	3,121,770.408
Mile-Hi	285,916.327	385,698.980	322,633.673	383,034.694	661,802.041	399,297.959	389,194.898	385,222.449	579,183.673	801,223.469	756,579.592	5,349,787.755
City of Casper	197,968,779.796	168,905,234.878	139,835,772.184	133,589,747.816	149,804,594.347	146,670,053.939	142,907,352.082	191,727,832.571	435,800,063.000	521,120,523.143	525,811,093.245	2,754,141,047.000
Regional Water	0.00	0.00	(2,109.000)	(148,492.000)	(6,219,086.000)	(275,443.000)	(4,150,076.000)	(4,543,892.000)	(1,119,900.000)	(1,204,620.000)	(907,720.000)	(18,571,338.000)
TOTAL	216,019,790.000	186,305,791.000	155,743,804.000	147,737,665.000	159,886,541.000	162,109,214.000	155,185,972.000	208,468,512.000	475,215,013.000	572,330,996.000	575,828,311.000	3,014,831,609.000

TOTAL PRIOR YEAR (FY2018) GALLONS PRODUCED:

3,565,168,235.046

Central Wyoming Regional Water System

Water Rates Billed

Fiscal Year 2018-2019

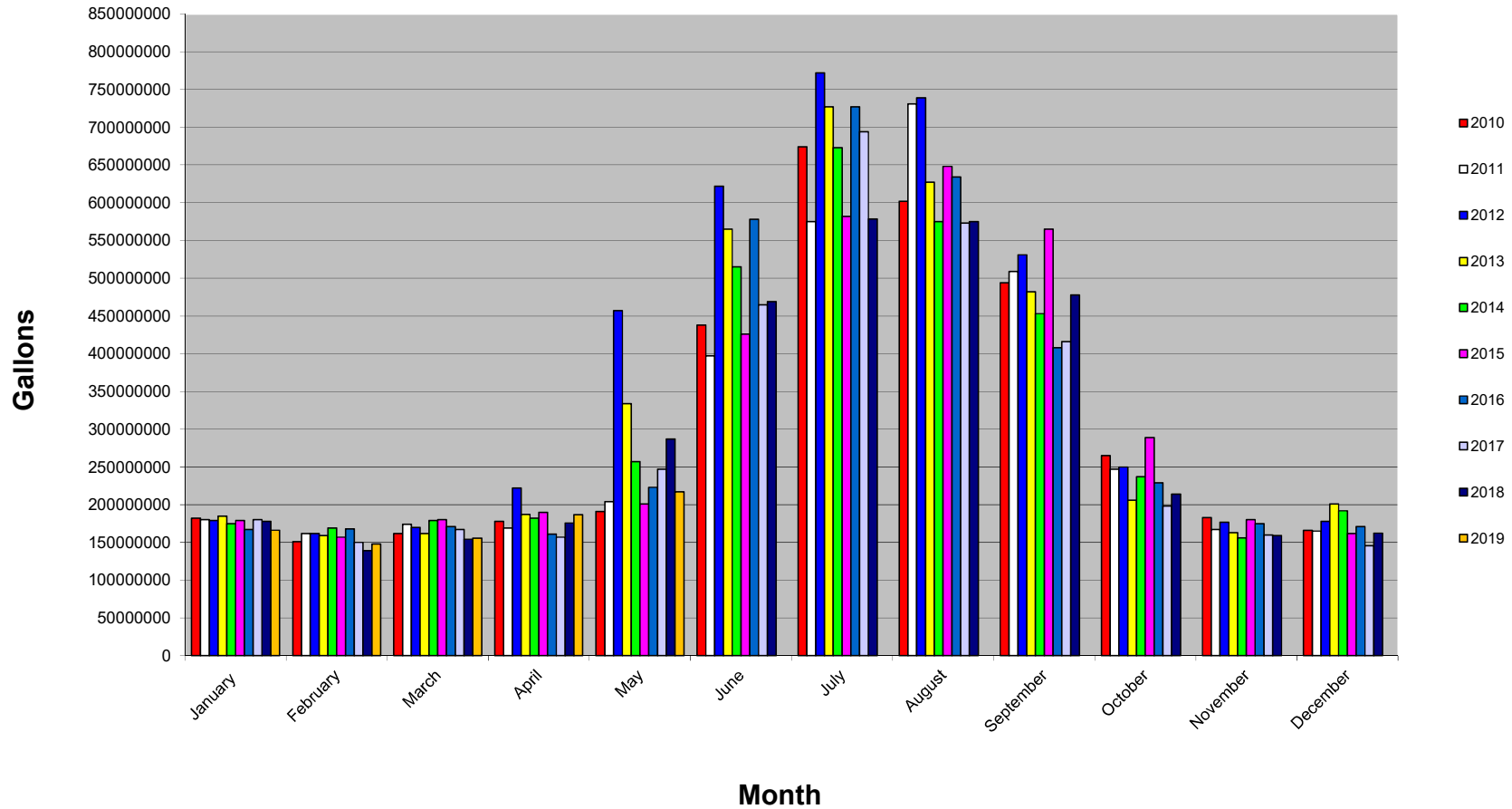
Entity	Water Rates Billed											
	5/31/2019	4/30/2019	3/31/2019	2/28/2019	1/31/2019	12/31/2018	11/30/2018	10/31/2018	9/30/2018	8/31/2018	7/31/2018	Year-to-Date
Salt Creek JPB	\$ 4,145.63	\$ 5,293.30	\$ 4,322.41	\$ 3,995.70	\$ 4,480.79	\$ 4,218.73	\$ 3,659.96	\$ 5,902.13	\$ 7,214.44	\$ 10,424.43	\$ 11,855.72	\$ 65,513.24
Wardwell W&S	\$ 19,288.31	\$ 16,129.74	\$ 14,304.14	\$ 14,009.81	\$ 15,584.44	\$ 14,654.44	\$ 14,790.33	\$ 20,962.45	\$ 48,983.18	\$ 61,828.90	\$ 58,268.73	\$ 298,804.47
Pioneer	\$ 5,370.11	\$ 5,877.29	\$ 6,045.59	\$ 4,043.97	\$ 4,680.64	\$ 4,973.38	\$ 4,901.97	\$ 6,800.60	\$ 10,154.72	\$ 13,300.71	\$ 13,720.58	\$ 79,869.55
Poison Spider	\$ 1,132.82	\$ 1,229.70	\$ 1,141.36	\$ 967.69	\$ 996.89	\$ 1,670.55	\$ 3,534.11	\$ 1,214.78	\$ 1,543.63	\$ 2,066.90	\$ 2,031.60	\$ 17,530.04
33 Mile Road	\$ 1,172.25	\$ 1,336.07	\$ 1,204.26	\$ 1,483.27	\$ 1,683.69	\$ 1,419.71	\$ 1,239.00	\$ 1,321.80	\$ 1,936.79	\$ 2,538.45	\$ 1,893.51	\$ 17,228.78
Sandy Lake	\$ 1,253.10	\$ 1,114.39	\$ 1,487.32	\$ 902.44	\$ 1,149.85	\$ 1,024.53	\$ 1,172.98	\$ 1,828.39	\$ 2,686.68	\$ 3,540.08	\$ 3,148.38	\$ 19,308.15
Lakeview	\$ 325.55	\$ 326.85	\$ 175.93	\$ 197.74	\$ 199.88	\$ 218.81	\$ 214.33	\$ 424.66	\$ 998.99	\$ 1,270.06	\$ 1,391.26	\$ 5,744.06
Mile-Hi	\$ 526.09	\$ 709.69	\$ 593.65	\$ 704.78	\$ 1,217.72	\$ 734.71	\$ 716.12	\$ 708.81	\$ 1,065.70	\$ 1,474.25	\$ 1,392.11	\$ 9,843.61
City of Casper	\$ 364,262.55	\$ 310,785.63	\$ 257,297.82	\$ 245,805.14	\$ 275,640.45	\$ 269,872.90	\$ 262,949.53	\$ 352,779.21	\$ 801,872.12	\$ 958,861.76	\$ 967,492.41	\$ 5,067,619.53
Regional Water	\$ -	\$ -	\$ (3.88)	\$ (273.23)	\$ (3,525.59)	\$ (506.82)	\$ (7,514.74)	\$ (8,239.36)	\$ (2,060.62)	\$ (2,216.50)	\$ (1,670.20)	\$ (26,010.94)
TOTAL	\$397,476.41	\$342,802.66	\$286,568.60	\$271,837.30	\$302,108.76	\$298,280.95	\$285,663.59	\$383,703.46	\$874,395.62	\$1,053,089.03	\$1,059,524.10	\$5,555,450.48

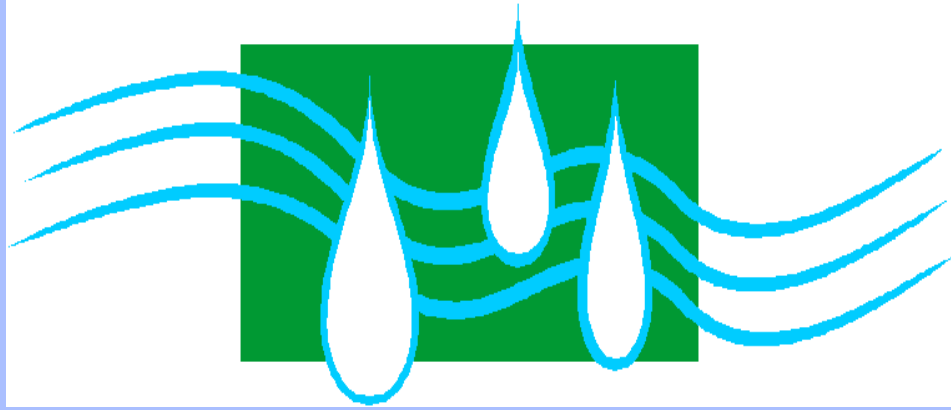
TOTAL PRIOR YEAR (FY2018) BILLING:

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

\$ 6,132,089.36

WTP PRODUCTION





Central Wyoming Regional Water System
Joint Powers Board

Monthly Compilation

May 31, 2019

Prepared by:
City of Casper
Finance Department

**Central Wyoming Regional Water System
Joint Powers Board
Balance Sheet
May 31, 2019**

ASSETS	<u>FY 2019</u>	<u>FY 2018</u>
Current Assets		
Cash and cash equivalents	\$ 5,048,926	\$ 5,461,667
Investments	525,665	514,694
Receivables from water service	712,269	502,028
Grant receivables	-	157,720
Interest receivable on investments	-	-
Inventory	476,770	405,475
Prepaid insurance	<u>28,498</u>	<u>27,474</u>
Total Current Assets	6,792,128	7,069,057
Capital Assets		
Land	580,874	580,874
Construction in Progress	9,612,119	3,362,491
Depreciable capital assets	78,453,887	78,254,776
Accumulated depreciation	<u>(43,649,567)</u>	<u>(43,477,410)</u>
Total Capital Assets	<u>44,997,313</u>	<u>38,720,731</u>
Total Assets	<u>\$ 51,789,441</u>	<u>\$ 45,789,788</u>
LIABILITIES		
Current Liabilities		
Accounts payable	\$ 252,538	\$ 282,182
Accrued interest	181,903	105,960
Accrued expenses	73,052	62,223
Retainage payable	122,400	117,861
Current portion of long-term debt	<u>1,808,354</u>	<u>1,753,696</u>
Total Current Liabilities	<u>2,474,372</u>	<u>2,321,922</u>
Noncurrent Liabilities		
Loans payable	<u>14,365,126</u>	<u>12,448,990</u>
Total Noncurrent Liabilities	<u>14,365,126</u>	<u>12,448,990</u>
Total Liabilities	16,839,498	14,770,912
NET ASSETS		
Invested in capital assets, net of related debt	28,823,833	24,518,044
Reservations		
General operating reserves	427,871	409,251
Emergency reserves	427,871	409,251
Debt service reserve - Loan	381,685	381,685
Water rights development	478,293	487,315
Capital replacement reserves	1,000,000	1,000,000
Capital improvements reserves	2,392,915	3,454,791
Undesignated reserves	<u>1,017,475</u>	<u>358,538</u>
Total Reservations	<u>6,126,110</u>	<u>6,500,831</u>
Total Net Assets	<u>34,949,943</u>	<u>31,018,876</u>
Total Liabilities and Net Assets	<u>\$ 51,789,441</u>	<u>\$ 45,789,788</u>

**Central Wyoming Regional Water System
Joint Powers Board
Statement of Revenues and Expenses
May 31, 2019**

OPERATING REVENUES	<u>FY 2019</u>	<u>FY 2018</u>	<u>Variance</u>	<u>Percent Variance</u>
Water sales	<u>\$ 5,555,451</u>	<u>\$ 5,329,389</u>	<u>\$ 226,062</u>	<u>4.24%</u>
Total Operating Revenues	5,555,451	5,329,389	226,062	4.24%
OPERATING EXPENSES				
Operating expenses	2,707,586	2,636,195	71,391	2.71%
Insurance	78,001	77,003	998	1.30%
Legal	14,345	22,571	(8,227)	-36.45%
Auditing	<u>30,345</u>	<u>30,000</u>	<u>345</u>	<u>1.15%</u>
Total Operating Expenses	2,832,026	2,767,348	64,678	2.34%
Net Operating Income	2,723,424	2,562,041	161,384	6.30%
NONOPERATING REVENUE (EXPENSES)				
Interest income	108,953	62,457	46,496	74.44%
State Grant/Loan	655,603	5,128,522	(4,472,919)	-87.22%
Other income - system investment fees	117,955	91,820	26,135	28.46%
Contributions	301,709	87,879	213,830	243.32%
Capital expenses	(1,363,835)	(5,705,250)	4,341,415	-76.10%
Interest expense	(722,222)	(431,196)	(291,026)	67.49%
Investment fees	(165)	(196)	31	-15.82%
Depreciation	<u>-</u>	<u>(1,884,273)</u>	<u>1,884,273</u>	<u>-100.00%</u>
Total Nonoperating Revenue (Expenses)	(902,002)	(2,650,236)	1,748,234	134.59%
INCREASE/(DECREASE) IN NET ASSETS	1,821,422	(88,196)	1,909,618	
NET ASSETS				
Beginning of Year	<u>33,128,520</u>	<u>31,107,071</u>		
YTD Balance End of Month	<u>\$ 34,949,942</u>	<u>\$ 31,018,876</u>		

BUDGET COMPARISON
As of May 31, 2019

	Original Budget	Carry Over Encumbrances	Trans/Adjusts YTD	Revised Budget	Encumbrance	Expended	Remaining YTD	% of Budget Used YTD
CWR Water System Agency								
Revenue								
INTERGOVERNMENTAL								
80-404000-42200000042189	State Grant - WYDOT W. Winds Interchange	\$0.00	\$0.00	\$0.00	\$0.00	(\$1,399.00)	\$1,399.00	100.00%
80-404000-42200000122349	State Grant - RWS Airport Elevated Tank	(\$437,872.00)	\$0.00	\$0.00	(\$437,872.00)	\$0.00	(\$437,872.00)	0.00%
80-404000-42290000000000	State Loan Proceeds	(\$1,300,000.00)	\$0.00	\$0.00	(\$1,300,000.00)	\$0.00	(\$1,300,000.00)	0.00%
80-404000-422900000040000	State Loan Proceeds - Emergency Power	\$0.00	\$0.00	\$0.00	\$0.00	(\$434,683.22)	\$434,683.22	100.00%
80-404000-42290000071163	State Loan - RWS Backwash Water Supply	(\$212,710.00)	\$0.00	\$0.00	(\$212,710.00)	(\$218,959.03)	\$6,249.03	102.94%
80-404000-42290000074189	State Loan RWS WTP SCADA Imp	\$0.00	\$0.00	\$0.00	\$0.00	(\$561.72)	\$561.72	100.00%
	INTERGOVERNMENTAL Total	(\$1,950,582.00)	\$0.00	\$0.00	(\$1,950,582.00)	(\$655,602.97)	(\$1,294,979.03)	33.58%
CHARGES FOR SERVICES								
80-404000-44390000000000	Water Rate Revenue	(\$6,929,444.00)	\$0.00	\$0.00	(\$6,929,444.00)	(\$5,555,450.50)	(\$1,373,993.50)	80.17%
80-404000-44410000000000	System Investment Charge Revenue	(\$98,500.00)	\$0.00	\$0.00	(\$98,500.00)	(\$117,955.00)	\$19,455.00	119.75%
	CHARGES FOR SERVICES Total	(\$7,027,944.00)	\$0.00	\$0.00	(\$7,027,944.00)	(\$5,673,405.50)	(\$1,354,538.50)	80.73%
INTEREST								
80-404000-46000000000000	Interest On Investments	(\$17,000.00)	\$0.00	\$0.00	(\$17,000.00)	(\$108,953.02)	\$91,953.02	640.90%
	INTEREST Total	(\$17,000.00)	\$0.00	\$0.00	(\$17,000.00)	(\$108,953.02)	\$91,953.02	640.90%
MISCELLANEOUS								
80-404000-47330000000000	Contributions	(\$300,000.00)	\$0.00	\$0.00	(\$300,000.00)	(\$301,710.00)	\$1,710.00	100.57%
80-404000-47350000000000	Miscellaneous Revenue	(\$50.00)	\$0.00	\$0.00	(\$50.00)	\$0.09	(\$50.09)	-0.18%
	MISCELLANEOUS Total	(\$300,050.00)	\$0.00	\$0.00	(\$300,050.00)	(\$301,709.91)	\$1,659.91	100.55%
	Revenue Total	(\$9,295,576.00)	\$0.00	\$0.00	(\$9,295,576.00)	(\$6,739,671.40)	(\$2,555,904.60)	72.50%
CONTRACTUAL								
80-404000-52000000000000	Consulting Fees	\$15,000.00	\$6,641.74	\$0.00	\$21,641.74	\$0.00	\$15,119.58	69.86%
80-404000-52100000000000	Investment Fees	\$1,500.00	\$0.00	\$0.00	\$1,500.00	\$0.00	\$1,335.00	11.00%
80-404000-52110000000000	Legal	\$15,000.00	\$0.00	\$0.00	\$15,000.00	\$0.00	\$14,344.60	95.63%
80-404000-52120000000000	Accounting & Auditing	\$31,000.00	\$0.00	\$0.00	\$31,000.00	\$0.00	\$30,344.99	97.89%
80-404000-52170000040000	Engineering Services - Emergency Power	\$0.00	\$10,054.26	\$0.00	\$10,054.26	\$33.99	\$10,020.27	100.00%
80-404000-53200000000000	Insurance & Bonds	\$92,023.00	\$0.00	\$0.00	\$92,023.00	\$0.00	\$78,000.81	84.76%
80-404000-53700000000000	Travel & Training	\$2,000.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$2,000.00	0.00%
80-404000-53910000000000	Other Contractual	\$3,000.00	\$0.00	\$0.00	\$3,000.00	\$0.00	\$1,750.00	58.33%
	CONTRACTUAL Total	\$159,523.00	\$16,696.00	\$0.00	\$176,219.00	\$33.99	\$149,745.25	85.00%
OTHER								
80-404000-58010000000000	Debt Service	\$1,881,758.00	\$0.00	\$0.00	\$1,881,758.00	\$0.00	\$1,822,724.15	96.86%
80-404000-58040000000000	Interest Expense	\$536,410.00	\$0.00	\$0.00	\$536,410.00	\$0.00	\$536,651.74	100.05%
80-404000-58190000000000	Reimbursable Contract Expenses	\$3,263,443.00	\$0.00	\$0.00	\$3,263,443.00	\$0.00	\$2,682,445.96	82.20%
	OTHER Total	\$5,681,611.00	\$0.00	\$0.00	\$5,681,611.00	\$0.00	\$5,041,821.85	88.74%

BUDGET COMPARISON
As of May 31, 2019

	Original Budget	Carry Over Encumbrances	Trans/Adjusts YTD	Revised Budget	Encumbrance	Expended	Remaining YTD	% of Budget Used YTD
CAPITAL OUTLAYS NEW								
80-404000-55200000000000	Buildings	\$90,000.00	\$2,100.00	\$0.00	\$92,100.00	\$0.00	\$32,869.20	\$59,230.80 35.69%
80-404000-55200000040000	Buildings - WTP Emergency Power Loan	\$0.00	\$449,427.14	\$0.00	\$449,427.14	\$114,089.00	\$335,338.14	\$0.00 100.00%
80-404000-55300000000000	Improv. Other Than Bldgs.	\$45,000.00	\$5.88	\$0.00	\$45,005.88	\$0.00	\$0.00	\$45,005.88 0.00%
80-404000-55400000000000	Light Equipment	\$10,000.00	\$0.00	\$0.00	\$10,000.00	\$0.00	\$9,750.00	\$250.00 97.50%
80-404000-55800000000000	Technologies	\$8,000.00	\$0.00	\$0.00	\$8,000.00	\$0.00	\$0.00	\$8,000.00 0.00%
	CAPITAL OUTLAYS NEW Total	\$153,000.00	\$451,533.02	\$0.00	\$604,533.02	\$114,089.00	\$377,957.34	\$112,486.68 81.39%
CAPITAL OUTLAYS REPLACEMENT								
80-404000-57200000000000	Buildings	\$75,000.00	\$12,580.00	\$0.00	\$87,580.00	\$0.00	\$24,474.00	\$63,106.00 27.94%
80-404000-57300000000000	Improv. Other Than Bldgs.	\$3,577,000.00	\$448,693.06	\$0.00	\$4,025,693.06	\$256,400.80	\$413,953.57	\$3,355,338.69 16.65%
80-404000-57300000000349	Improv Other Than Bldgs-Airport Tank Mch	\$0.00	\$152,465.60	\$539,662.00	\$692,127.60	\$0.00	\$473,522.82	\$218,604.78 68.42%
80-404000-57300000042189	Improv. Other Than Bldgs.-WYDOT W. Winds	\$0.00	\$5,449.09	\$0.00	\$5,449.09	\$0.00	\$1,399.00	\$4,050.09 25.67%
80-404000-57300000071163	Improv Other Than Bldgs-Backwash Water	\$0.00	\$54,010.79	\$0.00	\$54,010.79	\$33,514.57	\$20,491.10	\$5.12 99.99%
80-404000-57300000122349	Improv Other Than Bldgs-Airport Tank Gr	\$0.00	\$539,664.07	(\$539,662.00)	\$2.07	(\$0.00)	\$0.00	\$2.07 0.00%
80-404000-57300000074189	Imp O/T Bldg RWS WTP SCADA IMP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$561.72	(\$561.72) 100.00%
80-404000-57400000000000	Light Equipment	\$32,000.00	\$0.00	\$0.00	\$32,000.00	\$0.00	\$19,522.25	\$12,477.75 61.01%
80-404000-57600000000000	Intangibles	\$0.00	\$42,905.60	\$0.00	\$42,905.60	\$26,309.96	\$16,595.64	\$0.00 100.00%
80-404000-57800000000000	Technologies - Replacement	\$29,130.00	\$0.00	\$0.00	\$29,130.00	\$0.00	\$15,357.91	\$13,772.09 52.72%
	CAPITAL OUTLAYS REPLACEMENT Total	\$3,713,130.00	\$1,255,768.21	\$0.00	\$4,968,898.21	\$316,225.33	\$985,878.01	\$3,666,794.87 26.19%
	Expenditure Total	\$9,707,264.00	\$1,723,997.23	\$0.00	\$11,431,261.23	\$430,348.32	\$6,555,402.45	\$4,445,510.46 61.11%
	CWR Water System Agency Total	\$411,688.00	\$1,723,997.23	\$0.00	\$2,135,685.23		(\$184,268.95)	\$1,889,605.86

**Central Wyoming Regional Water System
 Joint Powers Board
 Summary of the Treasury
 May 31, 2019**

Operating Accounts at Hilltop Natl Ba	Checking Accounts	Money Market Sweep Accounts	Reconciled Balance	31-May-19 Interest Earnings	Interest Rate
Operating Fund Account	\$ 10,203.32	\$ 4,939,379.94	\$ 4,947,048.20	\$ 8,956.90	1.63%
Rate Stabilization Fund Account	10,750.22	83,779.62	94,529.84	142.48	1.63%
General Fund Reserve Account	7,348.10	-	7,348.10	-	0.00%
Total Hilltop Bank Account Deposits	<u>\$ 28,301.64</u>	<u>\$ 5,023,159.56</u>	<u>\$ 5,048,926.14</u>	<u>\$ 9,099.38</u>	

Money Market Investments at WGIF

Wyoming Government Investment Fund					
Total General Reserve		\$ 522,200.48		\$ 1,026.41	1.22%
Total Water Rights Reserve		\$ 1,165.11		2.29	1.22%
Total Capital Construction Reserve		\$ 2,299.15		4.52	1.22%
Total WGIF Deposits		<u>\$ 525,664.74</u>		<u>\$ 1,033.22</u>	

Certificates of Deposit at Hilltop Natl Bank

All certificates of deposit have been redeemed and funds moved to the Operating Account.

Account Number	Original Purchase Date	Current CD Balances	Term	Interest Paid & Accrued YTD	Maturity Date	Interest Rate
28562	6/15/2011	\$ -	Cashed in	\$ -	5/14/2017	
28563	6/15/2011	-	Cashed in	-	6/7/2017	
28564	6/15/2011	-	Cashed in	-	6/7/2017	
28565	6/15/2011	-	Cashed in	-	6/15/2017	
28566	6/15/2011	-	Cashed in	-	6/15/2017	
28567	6/15/2011	-	Cashed in	-	6/15/2017	
28756	3/9/2012	-	Cashed in	-	6/2/2017	
Total Certificates of Deposit		<u>\$ -</u>		<u>\$ -</u>		

Total Money Market Funds \$ 5,548,824.30

Pledging Detail

Total Cash and Cash Equivalents \$ 28,301.64

\$ 5,500,000.00 Amount Pledged

\$ 4,950,000.00 90% of Amount Pledged

\$ - Cash Held over 90% of Pledged Amount

If number present, transfer from cash to investment pool may be necessary

Central Wyoming Regional Water System
 Joint Powers Board
 Aged Trial Balance
 By Fund
 May 31, 2019

Invoice #	Customer #	Customer Name	Inv Date	Original Amount	Current	31-60 Days	61-90 Days	91-120 Days	Over 120 Days
Fund: 80 CWR Water System Agency									
1276 CITY OF CASPER PUBLIC UTILITIES									
175004			5/31/2019	\$ 13,083.00	\$ 13,083.00				
***Customer Bal				\$ 13,083.00	\$ 13,083.00				
CustomerTotal									* \$ 13,083.00
2594 LAKEVIEW IMPROVEMENT & SERVICE DISTRICT									
175066			5/31/2019	\$ 325.55	\$ 325.55				
***Customer Bal				\$ 325.55	\$ 325.55				
CustomerTotal									* \$ 325.55
2595 SANDY LAKE ESTATES IMPROVEMENT DISTRICT									
175067			5/31/2019	\$ 1,253.10	\$ 1,253.10				
***Customer Bal				\$ 1,253.10	\$ 1,253.10				
CustomerTotal									* \$ 1,253.10
2596 33 MILE ROAD IMPROVEMENT & SERVICE DISTRICT									
175068			5/31/2019	\$ 1,172.25	\$ 1,172.25				
***Customer Bal				\$ 1,172.25	\$ 1,172.25				
CustomerTotal									* \$ 1,172.25
2597 POISON SPIDER WATER									
175069			5/31/2019	\$ 1,132.82	\$ 1,132.82				
***Customer Bal				\$ 1,132.82	\$ 1,132.82				
CustomerTotal									* \$ 1,132.82
2598 PIONEER WATER & SEWER DISTRICT									
175070			5/31/2019	\$ 5,370.11	\$ 5,370.11				
***Customer Bal				\$ 5,370.11	\$ 5,370.11				
CustomerTotal									* \$ 5,370.11
2599 WARDWELL WATER & SEWER DISTRICT									
175071			5/31/2019	\$ 19,288.31	\$ 19,288.31				
***Customer Bal				\$ 19,288.31	\$ 19,288.31				
CustomerTotal									* \$ 19,288.31
2600 SALT CREEK CWRWS JPB									
175072			5/31/2019	\$ 4,145.63	\$ 4,145.63				
***Customer Bal				\$ 4,145.63	\$ 4,145.63				
CustomerTotal									* \$ 4,145.63
2601 CITY OF CASPER-REGIONAL WATER									
175073	43616			\$ 364,262.55	\$ 364,262.55				
175075			5/31/2019	\$ 301,710.00	\$ 301,710.00				
***Customer Bal				665972.55	665972.55				
CustomerTotal									* \$ 665,972.55
5169 MILE-HI IMPROVEMENT & SERVICE DISTRICT									
175074			5/31/2019	\$ 526.09	\$ 526.09				
***Customer Bal				\$ 526.09	\$ 526.09				
CustomerTotal									* \$ 526.09
***Period Totals				\$ 712,269.41	\$ 712,269.41				
**Fund Total 80									* \$ 712,269.41
**# of Customers					10				
****Grand Totals				\$ 712,269.00		41			
****# of Customers						10			
****Grand Total									\$ 712,269.41

June 10, 2019

MEMO TO: H. H. King Jr., Chairman,
Members, Central Wyoming Regional Water System Joint Powers Board

FROM: Andrew Beamer, P.E., Public Services Director
Bruce Martin, Public Utilities Manager
Brian Schroeder, Water Treatment Plant Manager

SUBJECT: Authorizing a Procurement Agreement in the amount of \$34,950 with Municipal Treatment Equipment, Inc. for one PAX Water Storage Tank Mixer for use in the Regional Water System (RWS) 2.6 MG Water Storage Tank.

Meeting Type & Date

Regular Central Wyoming Regional Water System Joint Powers Board (JPB) Meeting Scheduled for June 18, 2019.

Action Type

Authorization

Recommendation

That the JPB, by motion, authorize a Procurement Agreement in the amount of \$34,950 with Municipal Treatment Equipment, Inc. for one PAX Water Storage Tank Mixer for use in the Regional Water System (RWS) 2.6 MG Water Storage Tank.

Summary

Water storage tanks, because of their inherent design, often are stratified with colder water at the bottom and much warmer water at the top. This stratification can lead to nitrification problems and the loss of chloramine residual in the system which could, if left unabated, lead to public health concerns. Staff spends a great deal of time water sampling, flushing water lines, and dumping tanks because of the yearly nitrification events. Stratification also leads to ice buildup in the tanks in the winter, which damages tank coatings and roof structures.

In 2009, a nitrification control study was performed by CH2M Hill Consulting Engineers for the Central Wyoming Regional Water System Joint Powers Board. The report made several recommendations, including experimenting with the use of water storage tank mixers.

Tank mixers will gently mix the tank throughout its depth in order to achieve a fully mixed tank. Incoming water with sufficient chloramine residual can combine with tank water with lower residual to keep the entire contents of the tank at an adequate chloramine residual concentration. Tank mixers by themselves will not stop nitrification events, but they will help.

In 2010, staff installed mechanical mixers in tanks from two different vendors. One was successful; the other was not. The successful mechanical submersible mixer was from PAX Water Technologies. PAX mixers have been used since that time.

This new mixer is planned to be installed in 2.6 MG Tank located at the Water Treatment Plant.

Financial Considerations

Funding for this project will come from the RWS FY19 Capital Budget.

Oversight/Project Responsibility

Brian Schroeder, Water Treatment Plant Manager

Attachments

Procurement Agreement with Exhibit "A"

PROCUREMENT AGREEMENT

THIS PROCUREMENT AGREEMENT is made this 29 day of May, 2019, between the Central Wyoming Regional Water System Joint Powers Board, 1500 SW Wyoming Boulevard, Casper, Wyoming 82604, hereinafter referred to as the "Owner," and Municipal Treatment Equipment, Inc., 17301 West Colfax #105, Golden, Colorado 80401, hereinafter referred to as the "Contractor."

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. GOODS AND SERVICES.

Contractor shall furnish the Goods as specified or indicated in the attached Sales Proposal dated May 22, 2019, (Exhibit "A", pages 1 - 12 as modified). The Goods to be furnished are generally described as follows:

- One (1) PAX Water Mixer (PWM400)
- One (1) Control Center Dry Assembly w/SCADA Compatibility
- One (1) Cable 170-Feet Long
- One (1) Tripod Assembly, PWM400
- One (1) Long Bail Handle and Chain
- One (1) Tank Penetration Accessories
- One (1) Design Submittal and Operation & Maintenance Manual

No installation, start up services, or training shall be provided. The Contractor will provide a start-up checklist.

ARTICLE 2. ENGINEER.

The Goods have been specified by the Public Services Department, Public Utilities Division of the City of Casper, Wyoming, referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer by Owner in connection with the furnishing of the Goods and Special Services in accordance with the Procurement Documents.

ARTICLE 3. POINT OF DELIVERY.

The place where the Goods are to be delivered is defined in the Procurement General Conditions as the point of delivery and designated as:

Central Wyoming Regional Water Treatment Plant
1500 Southwest Wyoming Blvd.
Casper, WY 82604

ARTICLE 4. CONTRACT TIME.

- 4.1 All Shop Drawings and samples required by the Procurement Documents shall be submitted to Engineer for review and approval within fourteen (14) days after the date of the Owner's Notice of Award.
- 4.2 The Goods are to be delivered to the point of delivery and ready for Owner's acceptance by July 31, 2019.
- 4.3 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Procurement Agreement and that Owner will suffer financial loss if Goods are not delivered at the point of delivery and ready for acceptance of delivery by Owner within the time specified in Paragraph 4.2 above, plus any extension thereof allowed in accordance with the Procurement General Conditions. Further, they recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual losses or damages (including special, indirect, consequential, incidental, and any other losses or damages) suffered by Owner if complete acceptable Goods are not delivered on time. Accordingly, and instead of requiring proof of such losses or damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Hundred Dollar(s) (\$100.00) for each day that expires after the time specified in Paragraph 4.2 for delivery of acceptable Goods. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual losses or damages.

ARTICLE 5. CONTRACT PRICE.

Owner shall pay Contractor in current funds for furnishing the Goods and Special Services in accordance with the Procurement Documents, subject to additions and deductions by Change Order, the Contract Price of Thirty-Four Thousand Nine Hundred Fifty Dollars (\$34,950.00). See Exhibit "A" - Sales Proposal dated May 22, 2019, pages 1 - 12 as modified. For clarification purposes, on Exhibit "A", starting on page 6, Item D – Terms of Payment/Price Validity, the rest of the document with strike-throughs (that is crossed out) is inapplicable to this Contract.

ARTICLE 6. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 6 of the Procurement General Conditions. Applications for Payment will be processed through the Engineer as provided in the Procurement General Conditions.

- 6.1 Progress Payments. Owner will make progress payments on account of the Contract Price in accordance with Paragraph 6.3 of the Procurement General Conditions on the basis of Contractor's Applications for Payment as follows:
 - 6.1.1 Upon receipt and approval of Shop Drawings, and receipt of the first Application for Payment submitted in accordance with Paragraph 6.1 of the Procurement General Conditions and accompanied by Engineer's recommendation of payment in

accordance with Paragraph 6.2.1 of the Procurement General Conditions, an amount equal to five percent (5%) of the Contract Price.

6.1.2 Upon acceptance of delivery of the Goods, and upon receipt of the second such Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.2.2 of the Procurement General Conditions, an amount sufficient to increase total payments to Contractor to ninety percent (90%) of the Contract Price, less such amounts as Engineer shall determine in accordance with Paragraph 6.2.3 of the Procurement General Conditions.

6.2 Final Payment. Upon furnishing of the Special Services, and upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.6 of the Procurement General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer.

ARTICLE 7. INTEREST.

No interest shall be paid by Owner to Contractor on retained funds.

ARTICLE 8. CONTRACTOR'S REPRESENTATIONS.

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

8.1 Contractor has familiarized himself with the nature and extent of the Procurement Documents, and has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Procurement Documents and the written resolution thereof by Engineer is acceptable to Contractor.

8.2 Contractor has familiarized himself with all local conditions and federal, state, and local laws, ordinances, rules and regulations that in any manner may affect the production and delivery of the Goods and furnishing of Special Services in connection therewith.

8.3 Contractor does not require additional information from Owner or Engineer to enable Contractor to furnish the Goods and Special Services at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Procurement Documents, but subject to Contractor's right to request interpretations and clarifications in accordance with Paragraph 9.2 of the Procurement General Conditions.

8.4 Contractor has correlated the results of all such examinations, investigations, and resolutions with the terms and conditions of the Procurement Documents.

8.5 The labor to be performed by the Contractor under this agreement may require the Contractor to comply with the Wyoming Preference Act of 1971, as amended, W. S. § 16 – 6 – 201 et seq. It is the legal responsibility of the Contractor to determine whether the identified Act is applicable to the Contractor while performing the services/labor detailed

herein. If the Act is applicable, the Contractor then becomes legally obligated to comply with the identified Act in all regards while providing labor upon the project herein described.

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

State of Wyoming Department of Workforce Services
Casper Workforce Center
851 Were Court Suite 120
Casper, WY 82609
Phone #: 307 – 234 – 4591
Fax #: 307 – 266 – 1238
www.Wyomingworkforce.org

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

ARTICLE 9. PROCUREMENT DOCUMENTS.

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

- 9.1 This Procurement Agreement (Pages PAG-1 to PAG-6, inclusive).
- 9.2 Exhibit "A" - Sales Proposal dated May 22, 2019, pages 1 - 12 as modified.
- 9.3 Addenda, if applicable.
- 9.4 Certificate of Insurance.
- 9.5 Procurement General Conditions (Pages PGC-1 to PGC-25, inclusive).
- 9.6 Procurement Supplementary Conditions (Pages PSC-1 to PSC-3. inclusive).
- 9.7 Procurement Specifications (Not Applicable for this Agreement).
- 9.8 Notice of Award.
- 9.9 Documentation submitted by Contractor prior to Notice of Award (Pages na to na, inclusive).
- 9.10 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.

- 9.11 All modifications, including Change Orders, duly delivered after execution of this Procurement Agreement.
- 9.12 Minutes of Pre-Bid meetings, if any.

ARTICLE 10. MISCELLANEOUS.

- 10.1 Terms used in this Procurement Agreement, which are defined in Article 1 of the Procurement General Conditions, shall have the meanings designated in those conditions.
- 10.2 No assignment by a party hereto of any rights under or interests in the Procurement Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Procurement Documents.
- 10.3 Owner and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Procurement Documents.
- 10.4 The Owner does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the Owner specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

APPROVED AS TO FORM:

CONTRACTOR:

Municipal Treatment Equipment, Inc.
17301 West Colfax #105
Golden, Colorado 80401

ATTEST:

BY: C. O'Donnell

TITLE: Accounting

BY: [Signature]

TITLE: Sales Engineer

OWNER:

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

ATTEST:

BY: _____
Kenneth Waters
Secretary

BY: _____
H. H. King, Jr.
Chairman

EXHIBIT "A"



BID PROPOSAL

PAX PWM400 MIXER FOR CASPER, WY 2.6MG BACKWASH TANK



PAX 400 SERIES MIXER

PAX Water Technologies, Inc.

Prepared on: May 22, 2019

File No: P19-4090

AUTHORIZED SALES REPRESENTATIVE:

Municipal Treatment Equipment (MTE)

Mike Glavan

17301 W. Colfax #105

Golden, CO 80401

T: (303) 619-7077

Email: mglavan@municipaltreatment.com

TABLE OF CONTENTS

Cover Letter	
Section 1:	Scope of Supply
Section 2:	Proposal Acceptance
Section 3:	Terms and Conditions

IMPORTANT NOTICE: All the information in this Proposal or supplied in connection with this Proposal (including drawings, designs and specifications) (collectively, the “Information”) is confidential and has been prepared for Buyer’s use solely in considering the purchase of the goods and services described. Transmission of all or any part of this Proposal to others or use by Buyer for other purposes is unauthorized without Seller’s advance written consent.



May 22, 2019

To: ALL BIDDING CONTRACTORS

Re: Storage Tank Mixers – PAX
Casper, WY
PAX Water Technologies, Inc.

To whom it may concern,

PAX Water Technologies, Inc., a UGSI Solutions company, is pleased to provide this Bid Proposal for (1) PAX PWM400 mixer for Casper, WY.

Please note the following key points when evaluating our Proposal:

- Our system will be delivered to you with most major components assembled as specified for simple installation. Ancillary components of the mixing system will be shipped loose for installation and connection at the job site.
- Our Proposal is based on the following design criteria:
 - Gallons of Stored Water, in Millions 2.6
 - Tank Diameter, in feet 100
 - Tank Height, in feet 44
 - Tank Type Above-ground Steel

A detailed breakdown of our scope of work appears in Section 1 of this Proposal. Please review it carefully, including our list of exclusions and clarification, to ensure that a complete system is provided to Casper, WY. Section 3 includes our standard Terms and Conditions. All pricing is based on the scope of work described in Section 1 and the Terms and Conditions in Section 3.

Thank you for the opportunity to work with you. If we can be of any further assistance, please do not hesitate to contact our sales representative, Mike Glavan at Municipal Treatment Equipment (MTE), or me at (970) 556-2001.

Sincerely,

Jeff Rhodes
Regional Sales Manager

cc: David Haines, PAX Water Technologies, Inc.
Ivan Hartanto, PSI Water Technologies, Inc.

SECTION 1

**SCOPE OF SUPPLY
PAX PWM400 MIXER**

- A. Scope of Work by PAX
- B. Scope of Work by Others
- C. Clarifications/Exceptions
- D. Terms of Payment/Price Validity
- E. Delivery
- F. Warranty

A. SCOPE OF WORK BY PAX

The following equipment and services comprise our scope of work:

<u>No</u>	<u>Item Description</u>	<u>Qty.</u>
1.	PWM400 Mixer Wet Assembly , including: <ul style="list-style-type: none"> ▪ Stainless steel 316 impeller designed to mix up to 4 million gallons of water ▪ Passivated to minimize corrosion ▪ The ability to function continuously regardless of tank cycles ▪ 230V three phase 0.5 HP water-cooled motor provided by the PAX Control Center 	1
2.	Control Center Dry Assembly with SCADA Compatibility , including: <ul style="list-style-type: none"> NEMA 4 Enclosure: <ul style="list-style-type: none"> ▪ Lockable and weather resistant ▪ Overall weight of control center 55 lbs. ▪ Green and Red LED Indicator lights to display motor status ▪ White LED Indicator light to display power ▪ Cooling fan Motor Controller/VFD: <ul style="list-style-type: none"> ▪ Allen Bradley ▪ 115/230VAC single phase, rated to 1.0 HP ▪ Operating temperature range -4 °F to 131 °F (-20 °C to 54 °C) ▪ HOA Switch ▪ Manual speed control ▪ Thermal shut-off protection built-in ▪ Current overload protection built-in ▪ 300mA trip level GFCI ▪ Sine filter ▪ Branch-circuit protection SCADA outputs included: <ul style="list-style-type: none"> ▪ Digital Output signal indicating motor running ▪ Digital Output signal indicating fault ▪ Digital Input/Output signal for remote motor on/off ▪ RS-485 or Dry Contact connections ▪ 4-20mA signal 	1
3.	Cable 170 ft. , including: <ul style="list-style-type: none"> ▪ Twisted 4 conductor 	1
4.	Tripod Assembly, PWM400 , including: <ul style="list-style-type: none"> ▪ Stainless steel 316 legs ▪ Chlorine/chloramine resistant rubber foot pad to avoid scratching tank floor ▪ Stainless steel knobs for tool-less installation ▪ Long bail handle & chain 	1
5.	Tank Penetration Accessories (Sealing Gland Kit) <ul style="list-style-type: none"> ▪ 4-wire 	1



- | | | |
|----|--|----------|
| 6. | Design Submittal and Operation & Maintenance Manual as Follows | Included |
| | <ul style="list-style-type: none"> ▪ Submittals: Qty. One (1) Sent Electronically ▪ O&M Manual: Qty. One (1) Hard Copy | |

Please notify us if an alternate quantity is required so that we can modify our Proposal accordingly.

- | | | |
|----|---|----------|
| 7. | FOB Factory, Richmond, CA with Full Freight Allowed to Jobsite, Casper, WY | Included |
|----|---|----------|

BID PRICE [ITEMS 1-7]	\$34,950.00
------------------------------	--------------------

B. SCOPE OF WORK BY OTHERS

1. Equipment unloading and installation.
2. All civil works and concrete pad for equipment.
3. Any underground or structural work.
4. Anchor bolts and seismic restraints.
5. Heat tracing and insulation of all interconnecting equipment.
6. Room ventilation, air conditioning or lighting.
7. Any video recording.
8. Electrical power to control panel.
9. Any electrical conduit runs.
10. Any tank recoating services, labor, or parts.
11. Any tank hatch penetrations.
12. All electrical conduit, wiring, electrical material, etc. between control panel, SCADA, etc.
13. Manufacturer's services for installation inspection, system start-up, and operator training.
14. All taxes, fees, lien waivers, bonds and licenses.
15. Any permitting or regulatory approvals.
16. Any items not explicitly listed under Scope of Work by PAX above.

C. CLARIFICATIONS

1. Installation inspection, start-up and operator training can be provided by a PAX representative for a mutually agreed fee if they are not included in PAX's Scope of Work above. Whether or not PAX is providing start-up services, PAX will provide a start-up checklist.
2. If transaction is tax-exempt, please submit Tax Exemption Certificate to PAX.
3. PAX requires a minimum of two (2) weeks notification prior to performing onsite installation inspection, system start-up and training. PAX will work with you to attempt to accommodate your scheduling needs. Contact the Service Department at (866) 729-6493 to schedule the onsite visit.
4. Once the on-site service has been scheduled, PAX requires a minimum of one (1) week notification in the event of a delay. Notice of delay received less than one (1) week prior to a scheduled site visit may result in a change fee.

~~**D. TERMS OF PAYMENT/PRICE VALIDITY**~~

- ~~▪ Payment terms are 100% net 30 days after shipment of equipment.~~
- ~~▪ Price valid for 90 days. PAX may reprice this Proposal thereafter or if delivery occurs more than 365 days after PAX receives a mutually agreed order.~~



PAX Water Technologies

A UGSI SOLUTIONS COMPANY

~~E. DELIVERY~~

- ~~▪ Submittals: 2 weeks after receipt of mutually agreed order~~
- ~~▪ Equipment Shipment: 2 weeks after approval of submittals~~

~~F. WARRANTY~~

- ~~▪ PAX will warrant the equipment as set forth in its standard warranty included in the Terms and Conditions at Section 3 of this Proposal. The Warranty Period (as defined therein) for the PAX PWM400 mixer is 24 months on all supplied parts and 120 days on labor.~~



SECTION 2

PROPOSAL ACCEPTANCE
File No: P19-4090

- 1) This Proposal by PAX Water Technologies, Inc. ("Seller") is contingent upon the undersigned buyer ("Buyer") executing this Proposal, including without limitation agreeing to the terms and conditions contained in this Proposal.
- 2) Please return a signed copy of this Proposal to:
PAX Water Technologies, Inc.
860 Harbour Way South, Suite C
Richmond, CA 94804
Attn: Orders
Phone: (510) 550-7100
E-mail: orders@paxwater.com

Thank you for your interest in PAX. We are committed to meeting your expectations.

Proposal Acceptance

An authorized signature indicates Buyer's acceptance of this Proposal, including without limitation the Terms and Conditions in Section 3 below.

Buyer's Name (printed)

Buyer's Authorized Signature

Date



SECTION 3

TERMS AND CONDITIONS

1. **Applicable Terms.** These terms govern Seller's sale, and Buyer's purchase, of the products and/or services referred to in Seller's proposal or quotation (collectively, the "Products"). The front page of Buyer's purchase order (disregarding any reference to terms and conditions and any provisions that conflict herewith), if any, together with the description of the Products in Seller's proposal or quotation and these terms and conditions comprise the complete and exclusive agreement between the parties (the "Agreement") related to the purchase and sale of the Products. All prior communications, documents, negotiations and representations, if any, are merged herein. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Any additional, different or conflicting terms contained in Buyer's request for proposal, specifications, purchase order or any other written or oral communication from Buyer shall not be binding in any way on Seller, whether or not they would materially alter this document, and Seller hereby objects thereto. All orders are subject to prior credit approval by Seller.
2. **Pricing.** The prices shall be: (a) as stated in Seller's proposal or order acknowledgment, or (b) if none are stated, Seller's standard prices in effect at the time of release for shipment.
3. **Payment.** Unless otherwise stated, all payments shall be net 30 days from invoice date payable in United States Dollars. If Buyer fails to make any payment to Seller when due, Buyer's entire account(s) with Seller will become immediately due and payable without notice or demand. Buyer will pay 1½% interest per month, compounded monthly, on all amounts not received by the due date. Buyer hereby grants Seller a purchase money security interest in the Products until such time as Seller is fully paid. Buyer will assist Seller in taking action to perfect and protect Seller's security interest. Seller may make partial shipments, in which case, Buyer shall pay for each shipment in accordance with the terms hereof.
4. **Taxes, Shipping, Packing.** Except to the extent expressly stated otherwise in these terms or in Seller's proposal or quotation, prices do not include any freight, storage, insurance, taxes, excises, fees, duties or other government charges, and Buyer shall pay such amounts or reimburse Seller for any such amounts Seller pays. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs, and penalties arising out of same. Prices include the costs of Seller's standard domestic packing only. Any deviation from standard packing (domestic or export) shall result in extra charges. Any and all increases, changes, adjustments, or surcharges (including fuel surcharges) which may arise in connection with the freight charges, rates or classification included as part of this Agreement, shall be for the Buyer's account.
5. **Delivery.** Products shall be delivered F.O.B. Seller's point of shipment or Ex Works Seller's point of shipment if being delivered outside the United States. All delivery dates are estimated and are dependent in part upon prompt receipt of all necessary information from Buyer, including submittal approvals, if applicable, and all required commercial documentation. Seller will make a good faith effort to complete delivery of the Products on the date and to the location specified in writing by Buyer, but Seller assumes no liability for loss or damage due to delay or inability to deliver, whether or not such loss or damage was made known to Seller. If Buyer causes or requests a shipment delay, or if Seller ships or delivers the Products erroneously as a result of inaccurate, incomplete or misleading information supplied by Buyer or its agents or representatives, storage and all other additional costs and risks will be borne solely by Buyer. Any claims for Products damaged or lost in transit ("Transit Losses") must be made by Buyer to the carrier and reported to Seller within one business day following delivery to Buyer.



6. Inspection and Acceptance. Buyer will have seven days from the date Buyer receives any Products to inspect such Products for defects and nonconformance which are not due to Transit Losses, and to notify Seller, in writing, of any defects, nonconformance or rejection of such Products. After such seven-day period, Buyer will be deemed to have irrevocably accepted the Products, if not previously accepted. After such acceptance, Buyer will have no right to reject or revoke acceptance of the Products for any reason.

7. Returns and Cancellation. Buyer may not return custom engineered Products. Buyer may return other Products only with Seller's prior written approval, which may be withheld in Seller's sole discretion. Any authorized return will be subject to payment of a restocking charge and will be allowed only if the subject Product: (i) is in new condition, suitable for resale, and (ii) has not been used, installed, modified, altered or damaged. The restocking charge for authorized returns will be no less than (x) 25% of the purchase price, net of any freight charges included in the purchase price, plus (y) 100% of freight costs incurred by Seller. Buyer is responsible for the payment or reimbursement of return freight charges. Returns will be shipped F.O.B. Seller's location. Seller may, but will not be obligated to, treat any cancellation of an accepted order as an authorized return.

8. Force Majeure. Seller will have no liability for any breach caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government, or any other cause beyond Seller's reasonable control.

9. Warranty. Seller warrants for the Warranty Period (as defined below) that each Product is free from defects in material and workmanship and conforms to Seller's specifications applicable to the Product. Seller's warranty is transferable during the Warranty Period to the initial end-user of the Product ("Owner"). Seller's warranty is conditioned on (i) Seller's verification of the alleged breach; (ii) the Product being stored, handled, installed, operated and maintained in accordance with Seller's instructions, (iii) no repairs, modifications or alterations being made to the Product other than by Seller or its authorized representatives, (iv) Buyer or Owner providing prompt written notice of any warranty claims within the Warranty Period, and (v) at Seller's discretion, Buyer or Owner either removing and shipping the Product or non-conforming part thereof to Seller, at Buyer's or Owner's expense, or Buyer or Owner granting Seller access to the Products at all reasonable times and locations to assess the warranty claims. Seller's warranty does not apply to software and does not cover damage due to (x) lightning, flood or other acts of nature or *force majeure* events, or failure of or inappropriate application of peripheral devices, including lightning or surge protectors, (y) installation by a person or entity other than Seller or Seller's authorized installation contractor, or (z) ordinary wear and tear. Lightning protection is recommended particularly in areas historically prone to lightning, and it is Buyer's or Owner's responsibility to properly select and install lightning protection in accordance with all applicable laws, codes and regulations.

Buyer's or Owner's sole remedy for any breach of Seller's warranty is limited to Seller's choice of repair or replacement of the Product, or non-conforming parts thereof F.O.B. jobsite, or refund of the purchase price for the subject Product or part. Seller reserves the right to provide new or reconditioned replacement Products or parts. The warranty on repaired or replaced Products or component parts is limited to the remainder of the original Warranty Period. The warranty includes labor to remove and reinstall repaired or replacement Products or components for a period of 120 days after shipment of the Product; provided that (a) the defective Product was originally installed, and the repaired or replacement Products will be installed, in accordance with Seller's guidelines in effect at the time of installation; and (b) labor of divers and labor required to drain the storage tank or reservoir is excluded. After such period, Buyer or Owner shall be responsible for (i) any labor required to remove or gain access to the Product so that Seller can assess the available remedies; and (ii) all costs of installation of repaired or replaced Products or component parts. If Seller determines that any alleged damage is not covered by this warranty, Seller will charge, and Buyer will pay, Seller's normal rates for any inspection or repair performed by Seller, and for any materials provided or used in connection therewith.



The "Warranty Period" applicable to each Product begins on the date of installation or three (3) months after shipment, whichever comes first, and continues for the period of time set forth below opposite the applicable Product.

Mixers	Warranty Duration
PWM 400	24 months

THE WARRANTY SET FORTH IN THIS SECTION IS SELLER'S SOLE AND EXCLUSIVE WARRANTY AND SELLER'S WARRANTY IS SUBJECT TO SECTION 10 BELOW. SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES REGARDING SERVICES RENDERED, IF ANY, OR ANY WARRANTIES THAT MIGHT ARISE FROM COURSE OF DEALING OR USAGE OF TRADE.

10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE PRODUCTS WILL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCTS. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY. THE REMEDIES SET FORTH IN THIS AGREEMENT ARE INTENDED TO CONSTITUTE A COMPLETE ALLOCATION OF THE RISKS BETWEEN THE PARTIES, AND BUYER ACKNOWLEDGES THAT IT IS KNOWINGLY LIMITING THE REMEDIES THAT MIGHT OTHERWISE BE AVAILABLE TO BUYER. BECAUSE THIS AGREEMENT AND THE PRICE PAID REFLECT SUCH ALLOCATION, THE REMEDIES PROVIDED TO BUYER HEREUNDER WILL NOT HAVE FAILED OF THEIR ESSENTIAL PURPOSE EVEN IF THEY OPERATE TO BAR RECOVERY FOR CERTAIN DAMAGES THAT BUYER MAY INCUR.

11. Remedies of Seller. Any of the following will constitute an event of default which will enable Seller, at its option and without liability to Buyer, to cancel any unexecuted portion of the order that is the subject of this Agreement and to exercise any other right or remedy expressed herein or otherwise available at law or in equity: (i) the failure of Buyer to make any payment required hereunder when due ("Payment Default") or to perform any other term or condition contained herein; (ii) the insolvency of Buyer or its failure to pay its debts as they mature, an assignment by Buyer for the benefit of its creditors, the appointment of a receiver for Buyer or for the materials covered by this Agreement, or the filing of any petition to adjudicate Buyer bankrupt; (iii) a failure by Buyer to provide adequate assurance of performance within ten days after a justified demand by Seller; or (iv) if Seller, in good faith, believes that Buyer's prospect of performance under this Agreement is impaired. Seller's obligations under Section 9 hereof will be suspended during the pendency of any Payment Default. No such suspension will extend Seller's obligations under Section 9 beyond the Warranty Period provided therein. Seller's election of any remedy in the event of a default by Buyer will not preclude Seller from exercising any other remedy available to Seller hereunder or at law or in equity for the same or any other default. In the event it becomes necessary to incur any expense for collection of any overdue account, Seller's collection charges, including attorneys' fees and expenses, will be added to the balance due and Buyer will pay all such charges together with interest thereon from the date incurred in accordance with Section 3.

12. Equal Employment Opportunity. Seller is an equal opportunity employer. The parties shall, as applicable, abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a), 41 CFR 60-741.5(a) and Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A) (relating to the notice of employee rights under federal labor laws), and these laws and regulations are incorporated herein by reference.



13. Export Compliance. Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, export, transfer, assignment, disposal, and use of the Products provided under this Agreement, including any export license requirements. Buyer agrees that such Products shall not at any time directly or indirectly be used, exported, sold, transferred, assigned, or otherwise disposed of in a manner which will result in non-compliance with such export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER WILL INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

14. Miscellaneous. No part of this Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. As used in this Agreement, "including" and its variants mean "including without limitation" and its variants. No course of dealing or performance, usage of trade, or failure to enforce any term will be used to modify the Agreement. Buyer acknowledges that it has not relied upon any letters of intent, agreements, promises, negotiations, statements or representations other than those expressly set forth in this Agreement and that no such extraneous document or other communication shall be of any force or effect. Buyer agrees and warrants that in entering into this Agreement, Buyer is relying solely upon the information contained in this Agreement and not in reliance upon any other information. If any of these terms is unenforceable, such term will be limited only to the extent necessary to make it enforceable, and all other terms will remain in full force and effect. Buyer may not assign this Agreement without Seller's prior written consent. This Agreement will be governed by the laws of the State of California without regard to its conflict of laws provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. Any bond issued by Seller in connection with the sale of the Products shall remain in effect for a maximum of two (2) years after acceptance of the Products, and the only warranty, guaranty or Product performance obligations covered thereby shall be those at Section 9 above. Buyer covenants to return any such bond to Seller upon the earlier to occur of (x) the expiration of the Warranty Period, and (y) the expiration of the aforesaid two-year period. All Product performance obligations of Seller are contingent on the conditions of and within the tank in which the Products are installed being as specified by Seller and will be considered satisfied and discharged upon successful completion of the initial Product performance testing. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN RESPECT OF ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREBY.

June 10, 2019

MEMO TO: H. H. King Jr., Chairman,
Members, Central Wyoming Regional Water System Joint Powers Board

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

SUBJECT: Authorizing a Funding Agreement in the amount of \$32,200 with the City of Casper (City) for Construction Services for the Regional Water System (RWS) Caisson Recharge Channel Intake Piping Extension Project.

Meeting Type & Date

Regular Central Wyoming Regional Water System Joint Powers Board (JPB) Meeting Scheduled for June 18, 2019.

Action Type

Authorization

Recommendation

That the JPB, by motion, authorize a Funding Agreement in the amount of \$32,200 with the City for Construction Services for the RWS Caisson Recharge Channel Intake Piping Extension Project.

Summary

The City completed the North Platte River Restoration Project adjacent to the RWS Morad wellfield in 2017. A change in river channel geometry and creation of a backwater wetland resulted in stagnant water near the existing recharge intake directly west of the WTP on the west side of the river. The recharge channel intake pipe now needs to be extended approximately 200 feet so that it receives water clear of mud, silt, and other potential pollutants.

71 Construction, Inc. is under contract with the RWS to construct the North Platte River Exposed Waterline Repair Project. At its May 21, 2019 Joint Powers Board meeting, the RWS executed Change Order No. 1 to the water line repair project to enable completion of the intake piping extension project.

This proposed funding agreement serves as a mechanism for transferring Casper river project funding to the RWS to cover the costs associated with the intake piping extension project. Casper City Council approved this funding agreement during its June 4, 2019 regular council session.

Financial Considerations

Upon consummation of this funding agreement, the City of Casper will pay \$32,200, its fair share of the construction costs, to the RWS.

Oversight/Project Responsibility

The agreement will be administered by Bruce Martin, Public Utilities Manager.

Attachments

Funding Agreement between the City and the JPB for construction of the Caisson Intake Piping Extension Project.

**AGREEMENT BETWEEN THE CITY OF CASPER AND
THE CENTRAL WYOMING REGIONAL WATER SYSTEM
JOINT POWERS BOARD FOR CONSTRUCTION OF THE
REGIONAL WATER SYSTEM CAISSON RECHARGE
CHANNEL INTAKE PIPING EXTENSION**

THIS AGREEMENT is made, and entered into this 4th day of June, 2019 by and among the City of Casper, Wyoming, a Municipal Corporation, hereinafter referred to as "City," and the Central Wyoming Regional Water System Joint Powers Board, hereinafter referred to as "RWS."

WHEREAS, the City recently completed the North Platte River Restoration Project adjacent to the RWS Morad Well Field; and,

WHEREAS, the restoration project included a change in the river channel geometry and created a backwater wetland; and,

WHEREAS, the changes in the river channel geometry and backwater wetland created an area of stagnant water; and,

WHEREAS, the RWS Caisson Recharge Channel Intake is located within this area of stagnant water and must be extended Two Hundred (200) feet further into the river; and,

WHEREAS, the RWS currently has 71 Construction Inc. under contract for the repair of an exposed water line in the North Platte River; and,

WHEREAS, the extension of the intake piping can be completed as Change Order No. 1 to the existing agreement; and,

WHEREAS, an agreement is needed between the parties to delineate the duties and financial responsibilities of each party for construction of the RWS Caisson Recharge Channel Intake Piping Extension Project.

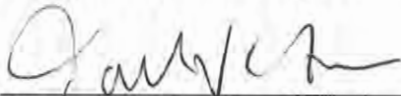
NOW, THEREFORE, it is hereby agreed among the parties that:

1. The RWS shall be responsible for administering the construction contract with the Contractor on behalf of the RWS and the City. The Contractor's professional service agreement will be with the RWS.
2. The City shall participate in meetings as requested by the Contractor and the RWS.
3. The anticipated cost for construction services for the RWS Caisson Recharge Channel Intake Piping Extension Project is Thirty-Two Thousand Two Hundred Dollars (\$32,200).

4. Upon consummation of this agreement, the City shall pay the RWS an amount not to exceed Thirty-Two Thousand Two Hundred Dollars (\$32,200) unless modified by an amendment to this agreement. The RWS shall prepare and submit to the City an itemized bill covering only costs associated with construction service charges for the project.
5. The City of Casper and the Central Wyoming Regional Water System Joint Powers Board do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 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.
6. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this agreement shall operate only between the parties to this agreement, and shall inure solely to the benefit of the parties to this agreement. The provisions of this agreement are intended only to assist the parties in determining and performing their obligations under this agreement.

THIS AGREEMENT IS MADE AND DULY EXECUTED on the date first written above by the City Council of the City of Casper and the Board of the Central Wyoming Regional Water System Joint Powers Board.

APPROVED AS TO FORM:



 Attorney for the City of Casper

 Attorney for Central Wyoming Regional
 Water System Joint Powers Board

ATTEST:

CITY OF CASPER, WYOMING
 A Municipal Corporation:



 Fleur D. Tremel
 City Clerk





 Charles Powell
 Mayor

CENTRAL WYOMING REGIONAL
WATER SYSTEM JOINT POWERS
BOARD:

ATTEST:

Kenneth Waters
Secretary

H. H. King, Jr.
Chairman

June 11, 2019

MEMO TO: H. H. King Jr., Chairman,
Members, Central Wyoming Regional Water System Joint Powers Board

FROM: Andrew Beamer, P.E., Public Services Director
Bruce Martin, Casper Public Utilities Manager
Scott R. Baxter, P.E., Associate Engineer

SUBJECT: Authorizing a Contract for Professional Services with West Plains Engineering, Inc., in the Amount of \$13,500, for the WTP Motor Control Center (MCC) and Switchgear Replacement, Project No. 18-078.

Meeting Type & Date

Regular Joint Powers Board Meeting
June 18, 2019

Action type

Authorization

Recommendation

That the Joint Powers Board authorize a Contract for Professional Services with West Plains Engineering, Inc., for design and construction administration of the WTP MCC and Switchgear Replacement, Project No. 18-078, for the proposed price of \$13,500.

Summary

The Raw Water Intake Pump Station pumps raw water from the North Platte River to the surface water treatment plant. The pump station consists of trash racks, sluice gates, wet wells, traveling screens, screen wash pump and six raw water vertical turbine pumps. The pump station is a critical component of the surface water treatment plant and critical to meeting summertime water demands.

The pump station is in need of electrical upgrades in the form of new Motor Control Centers, Electrical Switchgear, and Variable Frequency Drives (VFD's). The existing electrical components were installed in 1974. This project was recommended in the Preliminary Facilities Plan completed in 2016, and the total project amount is estimated at \$200,000.

West Plains Engineering was the only electrical engineer to submit a scope of work and price proposal. The entire proposal package was reviewed by the City of Casper Engineering Office and is recommended for approval.

Plans for the project include replacement of the motor control centers, switchgear, and VFD's, as well as possible lighting replacements if the budget allows. Construction of the improvements is to be complete by May 29, 2020.

Financial Considerations

Funding for the project will be from Regional Water Fund Reserves.

Oversight/Project Responsibility

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

Attachments

Contract for Professional Services

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this ____ day of _____, 2019, by and between the following parties:

1. The Central Wyoming Regional Water System Joint Powers Board, a Wyoming Joint Powers Board, 1500 SW Wyoming Boulevard, Casper, Wyoming 82604 (“Owner”).
2. West Plains Engineering, Inc., 145 S. Durbin Street, Suite 205, Casper, Wyoming 82601 (“Consultant”).

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

RECITALS

A. The Owner is undertaking a project to replace the motor control center and switchgear at the Regional Water Treatment Plant Raw Water Building, hereinafter referred to as the “Project.”

B. The project requires professional services for the design and construction administration services.

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

D. The Owner desires to retain the Consultant for such services.

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

1. SCOPE OF SERVICES:

The Consultant shall perform the following services in connection with and respecting the project: See Attached “Exhibit A” (Water Treatment Plant Raw Water Building MCC Replacement).

2. TIME OF PERFORMANCE:

The services of the Consultant are to commence upon written notice to proceed from the Owner. The Project design shall be undertaken and completed on or before the 2nd day of

August, 2019. The Project construction shall be undertaken and completed on or before the 29th day of May, 2020.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a maximum of Thirteen Thousand Five Hundred Dollars (\$13,500.00).

4. METHOD OF PAYMENT:

Payments will be made monthly following receipt of itemized invoices utilizing "Exhibit B" (West Plains Engineering 2019 Hourly Billing Rates) from the Consultant for services rendered in conformance with the Contract, and following approval by the CWRWS Board. Consultant shall submit each invoice for payment specifying that it has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

(WTP MCC and Switchgear Replacement – West Plains Engineering)

APPROVED AS TO FORM:

ATTEST

CENTRAL WYOMING REGIONAL WATER
SYSTEM JOINT POWERS BOARD

Kenneth L. Waters
Secretary

H. H. King, Jr.
Chairman, CWRWS

WITNESS

CONSULTANT
West Plains Engineering, Inc.
145 S. Durbin Street, Suite 205
Casper, Wyoming 82601

By: Scott R. Baxter

By: Andrew Maxwell

Printed Name: Scott R. Baxter

Printed Name: ANDREW MAXWELL

Title: Associate Engineer-City

Title: PROJECT MANAGER

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

The Owner may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the Owner and the Consultant, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Consultant's compensation unless approved by Resolution adopted by Owner.

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONSULTANT:

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

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

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

State of Wyoming Department of Workforce Services
Casper Workforce Center
851 Werner Court, Suite 120
Casper, WY 82601
Phone #: 307 – 234 – 4591
Fax #: 307 – 266 – 1238
www.Wyomingworkforce.org

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

11. INSURANCE AND INDEMNIFICATION:

A. **Prior to** the commencement of work, Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work

hereunder by the Consultant, its subconsultants, agents, representatives, or employees.

B. Minimum Scope and limit of Insurance.

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. Workers’ Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant’s profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. Higher Limits. If the Consultant maintains higher limits than required under this Agreement, then the Owner shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.

D. Other Insurance Provisions

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

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

5. *Deductibles and Self-Insured Retentions*

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

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work*. However, Consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

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

9. *Subconsultants*

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

10. *Special Risks or Circumstances*

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

- E. Consultant agrees to indemnify the Owner, the Owner's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence of the Consultant and any subconsultant thereof.

12. INTENT:

Consultant represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Consultant shall perform all of the services for the compensation set forth in this Contract. Consultant also agrees that it is the

specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the Owner by Resolution of its governing body. Consultant agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

EXHIBIT "A"



CASPER

145 S Durbin Street, Suite 205 ■ Casper, WY 82601
Ph: (307) 234-9484 ■ Fax (307) 234-5494

May 31, 2019

Mr. Scott Baxter, P.E.
Associate Engineer
City of Casper
200 N. David St.
Casper, WY 82601

Re: Proposal for Engineering Services
Water Treatment Plant Raw Water Building MCC Replacement
Casper, Wyoming

Scott,

We appreciate the opportunity to submit the following proposal to provide design services for the motor control center (MCC) replacement at the Water Treatment Plant Raw Water Building in Casper, Wyoming. West Plains Engineering, Inc. (WPE) proposes to provide electrical engineering design services, as outlined in the attached proposal.

Should this proposal be acceptable, the attached "Agreement between Client and MEP Engineer of Record for Professional Services" is hereby adopted by reference and as the full and true contract between professional firms.

If this is satisfactory, please sign and date on Page 3, returning one copy to this office and retaining the original for your records.

Thank you for requesting a proposal for this project. We look forward to the opportunity to work with you and is ready to commence at your convenience. If you have any questions, please do not hesitate to call.

Regards,

Andrew Maxwell

Andrew Maxwell
Project Manager
West Plains Engineering, Inc.

AN ENGINEERING SOLUTION CENTER
westplainsengineering.com

RAPID CITY, SD ■ SIOUX FALLS, SD ■ BISMARCK, ND ■ CASPER, WY ■ CEDAR RAPIDS, IA

WEST PLAINS ENGINEERING, INC.

Scope of Work

The project consists of a complete replacement of the original 1973 Raw Water Building Motor Control Center (MCC) and the replacement of all electrical feeders to existing loads being served out of the gear. In addition, two (2) 100HP vfd's will be replaced with new Schneider Electric vfd's. Connections between existing equipment and the existing SCADA system will be extended to the new MCC as required. WPE will coordinate with the SCADA contractor to ensure the new MCC includes all accessories required for the SCADA system.

As an add alternate to this proposal the interior and exterior lighting will be replaced with new energy-efficient LED light fixtures. Fixtures will be replaced on a one-for-one basis where possible. Additional exterior fixtures will be added as needed to provide proper security lighting around the building in dark areas.

Scope of Services

It is the goal of West Plains Engineering to provide comprehensive engineering services for this project as a trusted partner in its success. Therefore, our proposed services include electrical systems design and preparation of construction documents, as well as project oversight assistance with the contractor bidding and construction administration phases. Please note that exclusions, where listed below, are intended to further define the scope and may be amended upon agreement by both WPE and the Client.

SERVICES INCLUDED

1. CONSTRUCTION DOCUMENTS
 - a) Development of the electrical systems construction drawings and specifications.
 - b) Coordination with SCADA contractor to ensure all required connections and components are included with the new MCC
 - c) One (1) on-site planning/coordination meeting with the Owner as necessary and appropriate throughout the process
 - d) One (1) set of sealed, reproducible drawings and specifications in electronic (pdf) format ready for printing by the Client or their Representative

2. BID PHASE
 - a) Answering questions
 - b) Attendance at Pre-Bid meeting
 - c) Preparation of any necessary addenda
 - d) Evaluation of contractor's pricing

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WEST PLAINS ENGINEERING, INC.

3. CONSTRUCTION ADMINISTRATION

- a) Shop drawing review
- b) Answering contractor questions (RFIs)
- c) Preparation of necessary change orders
- d) Two (2) intermediate jobsite observation
- e) One (1) substantial completion punch list development visit

PROPOSED EXCLUSIONS

- a) Front end/bidding specifications
- b) Modifications to the SCADA system
- c) Post-bid Value engineering and associated redesign
- d) Change orders resulting from a change in scope, as requested by the Owner

Schedule

Our understanding is that design will start once a contract is signed with bid documents due end of July, bid end of August, and construction October 15th – May 31st.

Compensation

We propose to provide the services, as described above, for a lump sum fee of Thirteen Thousand Five Hundred Dollars (\$13,500), plus taxes. This fee is broken down as follows:

Item	Sum
Construction Documents	\$7,500
ADD Lighting Replacement	\$1,500
Bid Phase	\$1,500
Construction Administration	\$3,000
TOTAL	\$13,500

Engineering Consultants fees will be billed on a monthly basis, in accordance with the City of Casper's payment procedures. Monthly billings will be based on the level of completion of engineering services, with respect to the above breakdown of services.

WEST PLAINS ENGINEERING, INC.

WTP Raw Water Building MCC Replacement
Casper, Wyoming

If the proposal communicated in this document is satisfactory, please sign and date keeping the original for your file and return a copy to this office.

Accepted By:
City of Casper

Accepted By:
West Plains Engineering, Inc.

By: _____
Scott Baxter

By: Andrew Maxwell
Andrew Maxwell

TITLE: _____

TITLE: Project Manager

DATE: _____

DATE: May 31, 2019

WEST PLAINS ENGINEERING, INC.

Schedule of Hourly Rates and Expenses

Hourly Rates

Personnel	Hourly Rate
Principal	\$225.00
Office Manager	\$190.00
Project Manager	\$175.00
Project Engineer	\$145.00
Project Designer	\$125.00
Designer	\$100.00
Draftsperson	\$70.00
Clerical	\$60.00

Reimbursable Expenses

Expense	Rate
Mileage	\$0.54/mile
Meals	At cost
Lodging	At cost
Miscellaneous i.e. outsourced printing, long distance phone calls, shipping, photography, etc.	At cost

All rates effective August 2018

June 11, 2019

MEMO TO: H. H. King, Jr., Chairman
Members, Central Wyoming Regional Water System Joint Powers Board

FROM: Andrew B. Beamer, P.E., Public Services Director
Bruce Martin, Public Utilities Manager
Ethan Yonker, P.E., Associate Engineer



SUBJECT: Authorizing Change Order No. 1 with HOA Solutions, for a price reduction of \$65,000.00 for the substitution of SCADA software for the Water Treatment Plant SCADA Improvements, No. 17-038

Recommendation:

That the Central Wyoming Regional Water System Joint Powers Board authorize Change Order No. 1 with HOA Solutions, for a price reduction of \$65,000.00 for the substitution of SCADA software for the Water Treatment Plant SCADA Improvements, No. 17-038.

Summary:

HOA Solutions has offered a deduct of \$65,000.00 from the original bid amount if the CWRWSJPB will agree to allow for the use of VT SCADA software in place of the original specified software. Water Treatment Plant Staff has had the opportunity to test the proposed software and recommends approval of the substitution. The consultant on the project has reviewed the proposal and recommends approval of the change order.

Financial Considerations:

Funding for the project is from Drinking Water State Revolving Funds (DWSRF) in the form of a loan. The current contract amount is \$1,392,816.00 with a construction contingency in the amount of \$100,000.00 for a total project amount of \$1,492,816.00. This change order will decrease the contract amount to \$1,327,816.00. The DWSRF representative, Wade Verplancke, has given approval for this change order.

Oversight/Project Responsibility:

Ethan Yonker, P.E., Associate Engineer, Public Services Department.

Attachments:

HOA Solutions Proposal

Date of Issuance:	Effective Date:	06/04/2019
Owner: Central Wyoming Regional Water System	Owner's Contract No.:	17-038
Contractor: HOA Solutions	Contractor's Project No.:	
Engineer: HDR	Engineer's Project No.:	10060354
Project: SCADA System Upgrades	Contract Name:	

The Contract is modified as follows upon execution of this Change Order:

Description:
Use of VT SCADA Software in lieu of Wonderware Software.

Attachments: *[List documents supporting change]*
Price deduct letter offered with the Bid.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>1,392,816.00</u>	Original Contract Times: Substantial Completion: <u>March 1, 2020</u> Ready for Final Payment: <u>May 30, 2020</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : \$ <u>0</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price prior to this Change Order: \$ <u>1,392,816.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>March 1, 2020</u> Ready for Final Payment: <u>May 30, 2020</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>(\$65,000.00)</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days or dates
Contract Price incorporating this Change Order: \$ <u>1,327,816.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>March 1, 2020</u> Ready for Final Payment: <u>May 30, 2020</u> days or dates

By: <u><i>Dean Seibert</i></u> RECOMMENDED: Engineer (if required)	By: _____ ACCEPTED: Owner (Authorized Signature)	By: <u><i>[Signature]</i></u> ACCEPTED: Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: _____	Title: <u>Chief Operations Officer</u>
Date: <u>6/11/19</u>	Date: _____	Date: <u>6-12-19</u>

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____



HOA offers a deduct of \$65,000 to use VT SCADA software instead of the specified SCADA software. HOA has extensive experience with VT SCADA software and in our opinion, it is a much better product overall.

Annual support after warranty period

VT SCADA ~ \$7,500

Wonderware ~ \$16,200

Citect ~ \$17,300



Central Wyoming Regional Water System Joint Powers Board

Budget Reallocation Form

Fiscal Year: FY 2019

Date: 6/10/2019

Prepared By: Janette Brown

Page: 1 of 1

Public Utilities Manager: _____

Chairman: _____

Treasurer: _____

Processed By: _____
Date: _____

Line Item Budget Reallocation

Ref.	Account Number	Account Description	(To) Increase	(From) Decrease
	80-404000-5200000000000	Consulting	\$ 120.00	
	80-404000-5211000000000	Legal Expense	\$ 3,000.00	
	80-404000-5212000000000	Accounting & Audit	\$ 300.00	
	80-404000-5720000000000	Buildings	\$ 12,800.00	
	80-404000-57300000074189	PLC/SCADA Equipment Repl	\$ 1,502,000.00	
	80-404000-5320000000000	Insurance & Bonds		\$ 3,000.00
	80-404000-5370000000000	Travel & Training		\$ 420.00
	80-404000-5530000000000	Improvements Other Than Buildings		\$ 20,000.00
	80-404000-5730000000000	Improvements Other Than Buildings		\$ 1,494,800.00

Agenda Item # 8 e

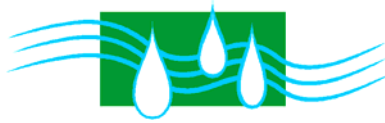
For Finance use only:

Verify Account Numbers: _____

Verify Funds Available: _____

Explanation of Need:

Move funds to cover additional Legal expenses due to Wardwell Zone IIIB Water Storage Tank, Accounting Fees due to increase in BusinessWorks Software renewal, Consulting Fees, Roof Project, and to move funds to the loan line item for the PLC/SCADA Project



CENTRAL WYOMING REGIONAL WATER SYSTEM
JOINT POWERS BOARD

Encumbrance Request Form

Date: 6/10/2019

Account Description: Capital Expense

Account Number: 6025.10 / 80-404000-5730

Encumbrance Number: RWS2019-1

Date	Quantity	Description	Price Each	Total
12/16/2018	1	North Platte River Exposed Water Line Project 17-097	\$348,588.71	\$348,588.71
	1	Contingency	\$51,411.29	\$51,411.29
	1	Change Order #1	\$32,200.00	\$32,200.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

GRAND TOTAL **\$432,200.00**

Suggested Vendor: 00003-0 71 Construction

Purchase Order Number: 340WTP0619-05

Public Utilities Manager: _____

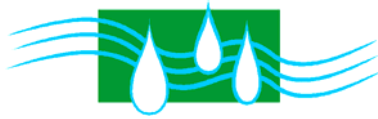
Approved by CWRWS JPB

Date: 6/18/2019

Chairman

Treasurer

JPB Remarks:



**CENTRAL WYOMING REGIONAL WATER SYSTEM
JOINT POWERS BOARD
Encumbrance Request Form**

Date: 6/10/2019

Account Description: Capital Expense

Account Number: 6025.10 / 80-404000-57300000074189

Encumbrance Number: RWS2019-2

Date	Quantity	Description	Price Each	Total
2/19/2019	1	SCADA System Upgrades, Project No 17-038	\$1,392,816.00	\$1,392,816.00
	1	Contingency	\$100,000.00	\$100,000.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
GRAND TOTAL				\$1,492,816.00

Suggested Vendor: 06038-0 HOA Solutions Inc.

Purchase Order Number: 340WTP0619-06

Public Utilities Manager: _____

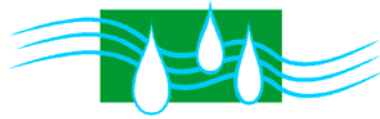
Approved by CWRWS JPB

Date: 6/18/2019

Chairman

Treasurer

JPB Remarks:



**CENTRAL WYOMING REGIONAL WATER SYSTEM
JOINT POWERS BOARD
Encumbrance Request Form**

Date: 6/10/2019

Account Description: Capital Expense

Account Number: 6025.10 / 80-404000-5730

Encumbrance Number: RWS2019-3

Date	Quantity	Description	Price Each	Total
3/19/2019	1	Lox System Heater Replacement	\$49,745.78	\$49,745.78
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
GRAND TOTAL				\$49,745.78

Suggested Vendor: 06055-0 Rocky Mountain Air Solutions

Purchase Order Number: 340WTP0619-07

Public Utilities Manager: _____

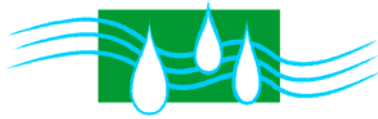
Approved by CWRWS JPB

Date: 6/18/2019

Chairman

Treasurer

JPB Remarks:



**CENTRAL WYOMING REGIONAL WATER SYSTEM
JOINT POWERS BOARD
Encumbrance Request Form**

Date: 6/10/2019
 Account Description: Capital Expense
 Account Number: 6025.10 / 80-404000-5730
 Encumbrance Number: RWS2019-4

Date	Quantity	Description	Price Each	Total
3/19/2019	1	Wardwell Tank Repairs, Project No 16-035	\$458,000.00	\$458,000.00
	1	Contingency	\$42,000.00	\$42,000.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
GRAND TOTAL				\$500,000.00

Suggested Vendor: 06037-0 Great Plains Structures, LLC
 Purchase Order Number: 340WTP0619-08
 Public Utilities Manager: _____

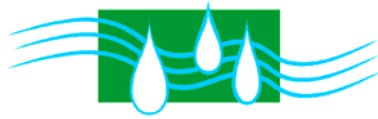
Approved by CWRWS JPB

Date: 6/18/2019

 Chairman

 Treasurer

JPB Remarks:



**CENTRAL WYOMING REGIONAL WATER SYSTEM
JOINT POWERS BOARD
Encumbrance Request Form**

Date: 6/10/2019

Account Description: Capital Expense

Account Number: 6025.10 / 80-404000-5730

Encumbrance Number: RWS2019-6

Date	Quantity	Description	Price Each	Total
6/18/2019	1	PAX Water Tank Mixer for 2.6 MG Tank	\$34,950.00	\$34,950.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
GRAND TOTAL				\$34,950.00

Suggested Vendor: 00694-0 Municipal Treatment Equipment, Inc.

Purchase Order Number: 340WTP0619-10

Public Utilities Manager: _____

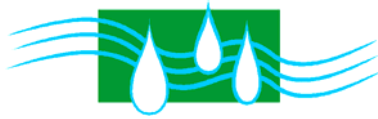
Approved by CWRWS JPB

Date: 6/18/2019

Chairman

Treasurer

JPB Remarks:



**CENTRAL WYOMING REGIONAL WATER SYSTEM
JOINT POWERS BOARD**
Encumbrance Request Form

Date: 6/10/2019
Account Description: Capital Expense
Account Number: 6025.10 / 80-404000-5720
Encumbrance Number: RWS2019-7

Date	Quantity	Description	Price Each	Total
4/16/2019	1	2019 Roof Replacement Project	\$64,296.67	\$64,296.67
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
GRAND TOTAL				\$64,296.67

Suggested Vendor: 00131-0 City of Casper
Purchase Order Number: 340WTP0619-11
Public Utilities Manager: _____

Approved by CWRWS JPB

Date: 6/18/2019

Chairman

Treasurer

JPB Remarks:

May 14, 2019
(Updated) June 10, 2019

MEMO TO: H. H. King, Jr., Chairman
Members, Central Wyoming Regional Water System Joint Powers Board

FROM: Andrew Beamer, P.E., Public Services Director
Bruce Martin, Public Utilities Manager *Outstanding for AB*

SUBJECT: Fiscal Year 2019-20 CWRWS Wholesale Water Rate

Wholesale Water Rate Narrative

City of Casper staff and the Regional Water System have made efforts to keep the FY20 Operations Budget, and forecasted future budgets, at minimal increases. Increases will be seen in the areas of personnel costs, equipment repair and supply costs, safety equipment costs, and laboratory supply costs. Personnel costs are a function of employee progression or promotion as higher levels of certification are achieved, as well as by recently reinstated step increases. Safety supply costs are largely driven by the need to maintain OSHA compliant safety programs and to address findings detailed in OSHA audits. EPA regulations and mandated equipment, and the materials and supplies needed to maintain that equipment, have caused the increase in laboratory supplies. Of concern are future Water Treatment Plant equipment replacement needs and Water Treatment Plant improvements needed to meet pending EPA water quality regulations.

Assumptions made in the development of the wholesale water rate models are as follows:

1. Model assumes a 0.5% rate of growth in the Regional Water System over the next five years. This is the same rate used in the Water Treatment Plant Facilities Plan.
2. The rate model takes into consideration recently reinstated employee pay rate step increases approved by Casper City Council for City Personnel Services in FY19 and 20. In FY21 and beyond, the model assumes a 2% increase for Personnel Services expense each year over the next five years. In FY20, the model takes into consideration a 14% increase in health insurance costs. In FY21 and beyond, the model assumes an 8% per year health insurance cost increase. For Contractual Services, a 2% rate of inflation is assumed over the next five years, and for Materials and Supplies, a 4% rate of inflation each year is assumed over the next five years. Electricity, natural gas, and chemical costs in the future could be higher than the assumed 4% increase per year (these expenditures are major portions of Contractual Services and Materials and Supplies).
3. The model assumes fund reserve interest earnings at 1.25% for the next five years.
4. The model assumes the volume of water produced by the Regional Water System (RWS) represents the most probable case for the next five years. The models do not assume a reduction in wholesale water produced due to water restrictions or reduced demand due

to the current local economy. History during the 1980's economic downturn indicated water sales were far more influenced by climatic conditions than the economic downturn.

5. The recommended minimum RWS fund reserves are calculated in accordance with the Regional Water System Fund Reserves Policy as adopted by the Board in August 2007. That policy recommends the reserves be the sum of: a) Forty-five days of reserves for General Operation and Maintenance of the total budget year operation and maintenance expense; b) Forty-five days of reserves for Emergencies of the total budget year operation and maintenance expense; c) the budget year Debt Service payment times a 1.1 coverage factor; d) Water Rights development reserve; e) Capital Replacement Reserves as required by the Wyoming Water Development Commission (WWDC); and f) Capital Improvement Reserves.
6. Rates developed by these models include rate adjustments needed for new and replacement capital facilities above that obtained from the system investment charges, reserves, grants, and loans. The rate models are driven by new and replacement capital projects more than operational expenditures. The models use a Ten-Year Capital Improvement Plan with assumed expenses and revenues for new and replacement capital projects. The capital items on the Capital Improvement Plan (CIP) represent the best projections of needed improvements and/or studies.

The projects and amounts are subject to change as more detailed information becomes available. New and replacement capital improvements after four to five years also tend to be uncertain due to future regulatory requirements, system growth, future water supply needs, and available financing, etc.

7. The model assumes that grant/loan funding will be secured in FY23 for the Disinfection Upgrade Project.
9. The criteria and results for the model presented are as follows:

5.0% wholesale water rate increase. FY20 Wholesale Water Rate - \$1.93/1,000 gallons.

Result –

FY20 Reserves	
Projected	- \$3.97 M
Minimum Required	- \$4.44 M

FY21 Reserves	
Projected	- \$4.34 M
Minimum Required	- \$4.50 M

FY22 Reserves	
Projected	- \$4.61 M
Minimum Required	- \$4.52 M

It needs to be emphasized that the assumptions and budget information used for the wholesale water rate models are suitable for one year only. The assumptions and budget information will have to be changed and/or adjusted for next year's wholesale water rate models incorporating the best information available at that time.

April 10, 2019
(Updated) June 11, 2019

MEMO TO: H. H. King, Jr., Chairman
Members, Central Wyoming Regional Water System Joint Powers Board

FROM: Andrew Beamer, P.E., Public Services Director
Bruce Martin, Public Utilities Manager *WBSRF for funds*

SUBJECT: Fiscal Year 2019-20 Budgets – Water Treatment Plant Operations Budget and
Regional Water System Agency Budget

Budget Narrative

Find below the narrative regarding the Water Treatment Plant (WTP) Operations Budget and the Regional Water System Agency Budget. Only critical and higher dollar line items will be discussed.

The Public Utilities Division, in the preparation of the FY20 budget, has made serious efforts to maintain the Operations Budget at FY19 levels. The Regional Water System Agency Budget is driven by new and replacement capital projects more than by operational expenditures.

Many Operations Budget line items will be status quo, or close to the FY19 budget. However, increases will be seen in the areas of personnel costs, equipment repair and supply costs, safety equipment costs, and laboratory supply costs. Personnel costs are a function of employee progression or promotion as higher levels of certification are achieved, as well as by recently reinstated step increases, and City Council approved employee bonuses. Safety supply costs are largely driven by the need to maintain OSHA compliant safety programs and to address findings detailed in OSHA audits. EPA regulations and mandated equipment, and the materials and supplies needed to maintain that equipment, have caused the increase in laboratory supplies.

An increase in the Agency Budget revenues is anticipated to come from a proposed rate increase, increased system investment charge fees, and a slight increase from investment interest. Capital revenue is expected from DWSRF Loan #213 for the PLC/SCADA Upgrade Project. Completion of large capital projects is variable and can spread across multiple budget years.

The new and replacement capital expenditures in the Agency Budget generally follow the WTP Capital Improvement Plan (CIP). There have been many projects added to the CIP, some of which are Priority 1 and 2 recommendations from the recently completed WTP Facilities Plan.

Water Treatment Plant Operations Budget

Personnel Services

- a) Personnel Costs - \$1,086,146 – This represents a \$35,381 increase over the FY19 budget. Personnel budget increases include increased health insurance costs, step increases, employee bonuses as approved by City Council, and slight increases in standby pay and clothing allowances.

Contractual Services

- a) Lab Testing – \$46,500 – This represents a decrease of \$10,000 from the FY19 budget. The WTP is not required to participate in any UCMR testing this year.
- b) Refuse Collection - \$40,000 – No change from the FY19 budget. This line item is mainly for sludge disposal. The two backwash water ponds and the two Actiflo sludge ponds are cleaned yearly. Waste sludge capacity in these ponds is critical to the operations of the surface water treatment plant. Staff has stabilized the operation of these ponds and data from the past couple of years indicates that a budget of \$40,000 is sufficient for refuse disposal.
- c) Equipment Repairs - \$50,000 – This represents a \$5,000 increase over the FY19 budget. The primary reason for this increase is aging equipment and increased cost of repair.
- d) Maintenance Agreements - \$31,049 – This represents a slight increase of \$735 from the FY19 budget. This line item covers agreements with outside service providers for such items as HVAC, instrumentation, elevator, chiller, chloramine analyzers, fire sprinkler system, and work order system that are beyond the expertise and/or certification of the Water Treatment Plant staff.
- e) Interdepartmental Services - \$270,501 – This is an increase of \$14,500 from the FY19 budget. This line item covers the salary and benefits for two Utility Workers assigned to Water Distribution but paid by the Water Treatment Plant Operations Budget. Also covered in this line are costs associated with Information Technology, Finance, Human Resources, City Council, City Manager, and City Attorney services.
- f) Insurance & Bonds – \$22,099 – This is an \$88 decrease from the FY19 budget. This line item covers liability insurance, etc. for the eleven WTP employees who are City of Casper employees.
- g) Energy - Electricity - \$854,760 – No change from the FY19 budget as no rate increase is expected from Rocky Mountain Power. Electric usage is greatly dependent upon summertime water sales.

- h) Energy – Natural Gas - \$50,000 – No change from the FY19 budget. This cost is heavily dependent upon the winter weather. Prior year’s data indicates that a budget of \$50,000 should be sufficient for natural gas.

Materials and Supplies

- a) Chemicals - \$750,000 – This amount is unchanged from the FY19 budget. This line item was increased by \$120,000 in FY17. Current projections show that, even with a slight increase in chemical costs, \$750,000 is sufficient.
- b) Other Materials and Supplies - \$67,785 – This represents an increase of \$24,785 over the FY19 budget. This line item covers office supplies, safety equipment, machinery supplies, and laboratory supplies. The major increases for FY20 include safety supplies to meet OSHA requirements, and lab supplies related to the EPA mandated total chlorine analyzers.
- c) Booster Station Supplies - \$15,000 – This amount is unchanged from the FY19 budget. These are costs associated with repairs at the RWS booster stations.
- d) Bulk Fuel - \$10,000 – This amount is unchanged from the FY19 budget and is the line item that will be used for purchasing fuel for the new emergency generator.

Summary

This budget is a break-even budget in that it covers reimbursement to the City from the Regional Water System for operation, maintenance, and management of the Regional Water System.

The FY20 Operations Budget is 1.9% greater than the FY19 Operations Budget. In large part, the increase is a result of increased personnel costs, interdepartmental costs, equipment repair and supply costs, safety equipment costs, and laboratory supply costs.

Central Wyoming Regional Water System Agency Budget

Revenue

- a) Water Rate Revenue – \$7,106,511 - This reflects an increase of \$177,067 over the FY19 budget. These revenues are proportioned to each wholesale entity based on the July 2017 – June 2018 percentage of RWS production based on a five-year average of total RWS production.
- b) Interest on Investments –\$70,000 – This is an increase of \$53,000 from FY19 based on data from previous years.

- c) System Development Charges - \$245,000 – This is a \$146,500 increase from the FY19 budget. The SIC rates recommended from the recent cost of services and SIC study went into effect January 1, 2019.
- d) State Loans – \$1,300,000 - This is the Drinking Water State Revolving Fund Loan for the PLC/SCADA Upgrade Project.

Personnel Services

None - The RWSJPB contracts with the City for all management, operation, and maintenance of the Regional Water System. Personnel costs are included in the Water Treatment Plant Operations Budget.

Contractual Services

- a) Consulting Fees – \$15,000 – This amount for outside consulting work is unchanged from the FY19 budget.
- b) Legal Fees - \$30,000 – This is a \$15,000 increase from FY19 due to anticipated increased legal representation needs.
- c) Accounting & Auditing - \$32,000 - This is a \$1,000 increase from FY19 and is based on the Audit Engagement Agreement with Skogen, Cometto & Associates P.C. for Auditing Services for FY2019 and FY2020.
- d) Insurance & Bonds – \$97,544 – This is an increase of \$5,521 from the FY19 budget.
- e) Travel & Training - \$2,000 – This is for RWS Board travel and training. The breakout is as follow:
 - Travel - \$ 1,000
 - Training - \$ 1,000

Debt Service

- a) Principal Payments - \$2,086,798- This reflects the Principal for the City Loan to the RWS which occurred in FY12, two WWDC loans, and four DWSRF loans per the amortization schedules:
 - City Loan - \$ 1,393,925
 - WWDC (New Construction) - \$ 335,032
 - WWDC (Rehabilitation) - \$ 107,001
 - DWSRF Loan #115 (Emergency Power) - \$ 96,211
 - DWSRF Loan #129 (Zone IIB Imp.) - \$ 23,042
 - DWSRF Loan #153 (Backwash Tank) - \$ 65,116
 - DWSRF Loan #213 (PLC/SCADA) - \$ 66,471

b) Interest Expense - \$483,778 – This reflects the interest expense for the City Loan to the RWS, two WWDC loans, and four DWSRF loans per the amortization schedules:

- City Loan - \$ 141,599
- WWDC (New Const.) - \$ 160,897
- WWDC (Rehab.) - \$ 51,386
- DWSRF Loan #115 (Emergency Power) - \$ 56,314
- DWSRF Loan #129 (Zone IIB Imp.) - \$ 11,828
- DWSRF Loan #153 (Backwash Tank) - \$ 25,590
- DWSRF Loan #213 (PLC/SCADA) - \$ 36,164

Capital – New

a) Buildings – \$147,000 – This covers the following:

- Filter Monorail Hoist Safety System – \$147,000 - This project will install a hoist safety system for confined space entry into the filters for maintenance. This is an OSHA requirement.

b) Improvements Other Than Buildings – \$51,000 – This covers the following:

- Plant Landscaping – \$20,000 - This project will install an irrigation system and landscaping at the WTP.
- Caisson Well Variable Frequency Drives - \$31,000 – This project will be to install VFD’s on five ground water wells to allow for optimized flow control directly from the WTP control room.

c) Light Equipment - \$10,000 – This covers the following:

- Shop Tools - \$10,000 – Shop tools and equipment needed for in-house WTP maintenance and repair.

d) Technologies – No new technology equipment this year.

Capital – Replacement

a) Buildings - \$135,000 – This is for the following:

- Security - \$35,000 – This is an on-going project that included the installation of security equipment including entrance gate upgrades, door-card access system, and several fixed, PTZ, and long-range cameras, external light replacements, and fire alarm installations. This line item will be used for additional security upgrades and door replacements at the Raw Water and Ozone buildings.
- Roof Replacement - \$80,000 – This is to replace the roofing systems at Raw Water, and Pioneer and Airport Booster Stations.

- Coating System Rehabilitation - \$20,000 – This will be for building and external pipe recoating.

b) Improvements Other Than Buildings - \$1,020,000 - This includes:

- Major Equipment Replacements - \$75,000 - This is for unanticipated equipment replacements during the year. Water Treatment Plant and/or wellfield equipment will fail unexpectedly needing immediate replacement or renovation.
- Groundwater Well Turbidimeter Repl. - \$30,000 - The RWS has 29 wells. Turbidimeters on each well were a requirement of EPA for their approval of Riverbank Filtration as a GWUDI alternative filtration technology in 2005. The existing turbidimeters are no longer supported by the vendor and replacement parts are difficult to obtain.
- Well Pumps - \$45,000 – This will purchase three spare well pumps for the wellfield. Twenty-six of the wells use the same pump. The existing pumps were installed in 1999 and are coming to the end of their life cycle. It is important to have spare well pumps in inventory because of the long lead time needed for their purchase.
- Mag Meter Replacements - \$50,000 – There are multiple mag meters throughout the RWS that are failing and/or are no longer supported. This on-going project is for mag meter replacements.
- Well Rehabilitation - \$100,000 - The RWS has 29 wells in the Ft. Caspar and Dempsey Acres wellfields. Every two – three years monies are allocated to rehabilitate two wells to achieve higher yields and clean the well screens of incrustation. This is cost effective as well water is considerably less expensive to treat than surface water.
- 48” Well Water Pipe Restraint - \$16,000 – This project is to install pipe restraints on the well water pipe in the ozone building where movement has been identified.
- Actiflo Hydrocyclone Improvements - \$56,000 – This project is to refurbish the Actiflo Hydrocyclone system.
- Ozone Heat Rejection and Cooling Water Pump Replacements - \$33,000 – There are three heat rejection, and three cooling water pumps on the ozone system. This will be a three year project to replace one of each pump per year.
- WTP Admin Area Carpet Replacement - \$22,000 – This project is to replace the carpet in the WTP Administration area.
- Raw Water Switch Gear and VFD Replacements - \$200,000 – This will replace the electrical switchgear in the raw water pump station as well as add VFD’s for pump control. This project has been re-budgeted from FY19.
- Ground Water High Service Pump VFD Replacement - \$100,000 – This will replace the existing 20 year old VFD.
- HVAC System Chiller Replacement – \$180,000 – This project is to replace failing pumps and valves on the WTP building HVAC system.
- Actiflo Gate Actuator Replacement - \$8,000 – This project is to replace the existing manual actuators with automatic actuators.

- Gravity Filter Particle Counter Replacements - \$30,000 – This project is to replace the six existing counters that have failed. This upgrade will aid in optimizing filter performance.
- Gravity Filter Level Indicators - \$15,000 – This project is to replace the six existing level indicators that have failed. This upgrade will aid in optimizing filter performance.
- GW System Hydrogen Peroxide Pumps and VFD's - \$10,000 – This project is to upgrade the hydrogen peroxide system with new pumps and VFD's.
- LOX System Heater Replacement - \$50,000 – This project is to replace one LOX system heater and burst disc. There are two of these systems, both at the end of their life. One system was replaced in FY19 and one is scheduled to be replaced in FY20.

c) Intangibles – None this year.

d) Light Equipment – None this year.

e) Technologies - \$6,000 – This includes:

- Computers - \$6,000 – Replacement computers at the WTP.

Summary

Staff considers the budgeted requests for both operational and capital to be responsible expenses for meeting the Regional Water System's public health and regulatory responsibilities to its customers for the present and for the future while minimizing the amount of wholesale rate increases.

The recently completed WTP Facilities Plan brought to light several capital projects that need to be addressed. Additionally, WTP staff has taken an in-depth look at equipment and processes and have made recommendations for numerous capital equipment replacements and optimizations. Because of the age of much of the equipment and unit processes at the WTP and wellfields (19 years old or older), there is need for many smaller dollar unit and equipment replacements this budget year which will continue into the future.

The FY20 capital budget is aggressive. Close attention will have to be paid to the cash flow as the fiscal year progresses. A few of the capital projects may not be able to be completed in FY20 depending on cash flow.

Water Treatment Plant

Detail

	FY18 ACTUAL	FY19 REVISED	FY19 ESTIMATE	FY20 PROPOSED	% VAR
Program Code: 000					
Revenue From Other Local Govt					
Intergovernmental Reimbursements	(\$2,892,194)	(\$3,263,443)	(\$3,273,421)	(\$3,349,603)	2%
	(\$2,892,194)	(\$3,263,443)	(\$3,273,421)	(\$3,349,603)	2%
Charges for Goods and Services					
Interdepartmental Services	(\$28,637)	(\$24,810)	(\$26,878)	\$0	-100%
	(\$28,637)	(\$24,810)	(\$26,878)	\$0	-100%
PROGRAM TOTAL	(\$2,920,831)	(\$3,288,253)	(\$3,300,298)	(\$3,349,603)	1%

Water Treatment Plant

Detail

	FY18 ACTUAL	FY19 REVISED	FY19 ESTIMATE	FY20 PROPOSED	% VAR
Program Code: 401					
Personnel Services					
Water Plant Operator I		\$738	\$0		-100%
Water Plant Operator II	\$0	\$39,000	\$38,527	\$16,773	-57%
Water Treat Plant Operator III	\$114,549	\$56,452	\$118,414	\$126,262	124%
Water Treatment Plant Manager	\$99,525	\$101,515	\$101,439	\$101,515	0%
Water Plant Operator IV	\$195,700	\$257,419	\$197,475	\$226,125	-12%
Instrument & Controls Tech	\$48,550	\$54,801	\$55,589	\$41,944	-23%
Water Plant Lead Operator	\$81,662	\$83,296	\$83,233	\$83,296	0%
Plant Mechanic II	\$61,417	\$61,951	\$61,955	\$61,942	0%
Custodial Maintenance Worker I	\$34,429	\$35,112	\$35,125	\$35,110	0%
Administrative Assistant I	\$17,178	\$18,948	\$17,675	\$20,835	10%
Standby	\$5,268	\$7,392	\$6,753	\$12,000	62%
Overtime	\$7,930	\$14,977	\$4,296	\$14,000	-7%
Supplemental Pay	\$50	\$11,000	\$10,000	\$11,200	2%
Health Insurance	\$122,749	\$140,709	\$161,830	\$172,926	23%
Other Insurance - Benefits	\$3,751	\$3,422	\$4,767	\$3,535	3%
Social Security Contributions	\$48,705	\$59,463	\$59,463	\$58,768	-1%
Retirement Contributions	\$54,341	\$61,666	\$60,263	\$64,305	4%
Federal Tax		\$4,083	\$3,712	\$2,464	-40%
Workers' Compensation	\$20,944	\$25,821	\$19,366	\$20,288	-21%
Accrued Leave	\$160	\$6,200	\$0	\$6,000	-3%
Allowances - Other	\$5,940	\$6,000	\$6,250	\$5,856	-2%
Clothing Allowance	\$458	\$800	\$207	\$1,000	25%
	\$923,305	\$1,050,765	\$1,046,338	\$1,086,146	3%

Water Treatment Plant

Detail

	FY18 ACTUAL	FY19 REVISED	FY19 ESTIMATE	FY20 PROPOSED	% VAR
Materials and Supplies					
Lab Testing	\$32,300	\$52,000	\$41,551	\$42,000	-19%
Energy - Electricity	\$747,491	\$731,340	\$755,384	\$731,340	0%
Energy - Natural Gas	\$51,481	\$50,000	\$47,287	\$50,000	0%
Equipment Repairs	\$33,452	\$45,000	\$52,724	\$50,000	11%
Postage/Shipping	\$290	\$750	\$542	\$750	0%
Printing/Reproduction	\$0	\$1,000	\$500	\$1,000	0%
Operating Supplies - Chemicals	\$695,587	\$750,000	\$792,400	\$750,000	0%
Other Materials & Supplies	\$30,123	\$42,500	\$50,035	\$67,285	58%
Uniforms	\$967	\$1,000	\$500	\$1,000	0%
Well Supplies	\$5,979	\$8,000	\$10,223	\$8,000	0%
Vehicle Supplies	\$2,802	\$8,000	\$5,989	\$8,000	0%
Bulk Fuel		\$10,000	\$5,000	\$10,000	0%
	\$1,600,473	\$1,699,590	\$1,762,135	\$1,719,375	1%
Contractual Services					
Maintenance Agreements	\$43,206	\$30,314	\$33,839	\$31,049	2%
Interdepartmental Charges		\$86,904	\$94,146	\$101,404	17%
Laundry & Towel Service	\$1,896	\$2,100	\$2,144	\$2,500	19%
Instrumentation	\$2,574	\$6,000	\$5,282	\$6,000	0%
	\$47,676	\$125,318	\$135,410	\$140,953	12%
Transfers Out					
Transfers Out	\$18,908	\$56,024	\$39,096	\$10,715	-81%
	\$18,908	\$56,024	\$39,096	\$10,715	-81%
Other Costs					
Insurance & Bonds	\$20,188	\$22,187	\$22,187	\$22,099	0%

Water Treatment Plant

Detail

	FY18 ACTUAL	FY19 REVISED	FY19 ESTIMATE	FY20 PROPOSED	% VAR
Advertising	\$648	\$700	\$747	\$800	14%
Travel & Training	\$2,135	\$4,000	\$3,341	\$4,000	0%
Association Dues	\$927	\$1,100	\$1,383	\$1,200	9%
	\$23,898	\$27,987	\$27,658	\$28,099	0%
Utilities					
Sewer	\$261	\$275	\$275	\$300	9%
Refuse Collection	\$14,172	\$40,000	\$37,321	\$40,000	0%
Telecommunications	\$2,195	\$3,500	\$2,509	\$2,200	-37%
	\$16,628	\$43,775	\$40,105	\$42,500	-3%
PROGRAM TOTAL	\$2,630,888	\$3,003,459	\$3,050,742	\$3,027,787	1%

Water Treatment Plant

Detail

	FY18 ACTUAL	FY19 REVISED	FY19 ESTIMATE	FY20 PROPOSED	% VAR
Program Code: 402					
Materials and Supplies					
Energy - Electricity	\$109,436	\$123,420	\$112,105	\$123,420	0%
Water/Sewer Line Materials	\$2,519	\$7,000	\$4,018	\$7,000	0%
Booster/Lift Station Supplies	\$3,875	\$15,000	\$14,116	\$15,000	0%
	\$115,831	\$145,420	\$130,239	\$145,420	0%
Contractual Services					
Interdepartmental Svcs Fixed	\$169,098	\$169,097	\$183,188	\$169,097	0%
Instrumentation	\$0	\$2,000	\$1,000	\$2,000	0%
	\$169,098	\$171,097	\$184,188	\$171,097	0%
PROGRAM TOTAL	\$284,929	\$316,517	\$314,428	\$316,517	0%

Water Treatment Plant

Detail

	FY18 ACTUAL	FY19 REVISED	FY19 ESTIMATE	FY20 PROPOSED	% VAR
Program Code: 403					
Materials and Supplies					
Other Testing - Laboratory	\$4,696	\$4,500	\$2,250	\$4,500	0%
Postage/Shipping	\$0	\$100	\$70	\$100	0%
Printing/Reproduction	\$0	\$100	\$50	\$100	0%
Other Materials & Supplies	\$77	\$500	\$314	\$500	0%
	\$4,773	\$5,200	\$2,684	\$5,200	0%
Other Costs					
Advertising	\$0	\$100	\$50	\$100	0%
	\$0	\$100	\$50	\$100	0%
PROGRAM TOTAL	\$4,773	\$5,300	\$2,734	\$5,300	0%
Total for Water Treatment Plant	(\$242)	\$37,023	\$67,606	\$1	-35%

Regional Water Agency Fund

Mission: We are dedicated to developing, maintaining and providing safe, reliable, affordable water to Regional customers.

Regional Water Budget Summary					
	FY 2018 ACTUAL	FY 2019 REVISED	FY 2019 ESTIMATE	FY 2020 PROPOSED	% ▲
Revenues					
Charges for Service	\$ 6,132,093	\$ 6,929,444	\$ 6,500,000	\$ 7,106,511	9%
Miscellaneous	70,158	17,050	70,050	70,050	0%
Transfers In	87,661	300,000	300,000	-	-100%
System Development Charges	105,422	98,500	120,000	245,000	104%
Grants	5,345,588	1,950,582	768,157	1,300,000	69%
Total Revenues	\$ 11,740,922	\$ 9,295,576	\$ 7,758,207	\$ 8,721,561	12%
Expenditures					
Contractual Services	3,098,346	3,439,662	3,381,160	3,530,647	4%
Other	2,222,573	2,418,168	2,418,168	2,570,576	6%
Capital	6,731,089	5,573,431	5,575,700	1,369,000	-75%
Total Expenditures	\$ 12,052,008	\$ 11,431,261	\$ 11,375,028	\$ 7,470,223	-34%
Net Agency Fund	\$ (311,086)	\$ (2,135,685)	\$ (3,616,821)	\$ 1,251,338	135%
			Actual Reserves on June 30, 2017	\$ 6,605,034	
			Projected Reserves on June 30, 2018	\$ 5,770,296	
			Projected Reserves on June 30, 2019	\$ 4,580,870	
Regional Water FY 2020 Capital Summary					
<u>Replacement Capital</u>		<u>New Capital</u>			
Security Improvements	\$35,000	Filter Monorail Hoist Safety System	\$	147,000	
Roof Replacements	\$80,000	WTP Landscaping	\$	20,000	
Building Maintenance & Painting	\$20,000	Groundwater Wells VFD's	\$	31,000	
Major Equipment Replacements	\$75,000	Shop Tools	\$	10,000	
Groundwater Well Turbimeters	\$30,000				
Well Pumps	\$45,000				
Mag Meters	\$50,000				
Well Rehabilitation	\$100,000				
48" Well Water Ozone Pipe Restraint	\$16,000				
Actiflo Hydrocyclone Improvements	\$56,000				
Ozone Heat Rejection & Cooling Water Pumps	\$33,000				
WTP Admin Area Carpet Replacement	\$22,000				
Raw Water Switch Gear & VFD Repl	\$200,000				
GW High Service Pump VFD Replacement	\$100,000				
HVAC Chiller Replacement	\$180,000				
Actiflo Gate Actuators	\$8,000				
Filter Particle Counter Replacement	\$30,000				
Filter Level Indicator Replacements	\$15,000				
GW Hydrogen Peroxide Pump & VFD Repl	\$10,000				
SOX System Heater Replacements	\$50,000				
Computers	\$6,000				
Total	\$1,161,000	Total	\$	208,000	

Regional Water Agency Fund

	FY 2018 ACTUAL	FY 2019 REVISED	FY 2019 ESTIMATE	FY 2020 PROPOSED	% ▲
Operations					
Charges For Services					
Water Rate Revenue	\$ 6,132,093	\$ 6,929,444	\$ 6,500,000	\$ 7,106,511	9%
Total Charges For Services	\$ 6,132,093	\$ 6,929,444	\$ 6,500,000	\$ 7,106,511	9%
Miscellaneous Revenue					
Interest On Investments	\$ 69,940	\$ 17,000	\$ 70,000	\$ 70,000	0%
Miscellaneous Revenue	218	50	50	50	0%
Total Miscellaneous Revenue	\$ 70,158	\$ 17,050	\$ 70,050	\$ 70,050	0%
Total Operating Revenue	\$ 6,202,251	\$ 6,946,494	\$ 6,570,050	\$ 7,176,561	9%
Expenses					
Contractual Services					
Reimbursable Contract Expenses	\$ 2,892,194	\$ 3,263,443	\$ 3,200,000	\$ 3,349,603	5%
Consulting Fees	378	21,642	21,642	15,000	-31%
Investment Fees	211	1,500	500	1,500	200%
Legal	25,180	15,000	25,000	30,000	20%
Accounting & Auditing	30,790	31,000	30,191	32,000	6%
Engineering Services - Emergency Power	64,142	10,054	10,054	-	-100%
Insurance & Bonds	83,872	92,023	92,023	97,544	6%
Travel & Training	-	2,000	-	2,000	100%
Other Contraactual - Water Purchases	1,579	3,000	1,750	3,000	71%
Total Contractual Services	\$ 3,098,346	\$ 3,439,662	\$ 3,381,160	\$ 3,530,647	4%
Other Expenses					
Debt Service	\$ 1,769,647	\$ 1,881,758	\$ 1,881,758	\$ 2,086,798	11%
Interest	452,926	536,410	536,410	483,778	-10%
Depreciation	-	-	-	-	0%
Total Other Expenses	\$ 2,222,573	\$ 2,418,168	\$ 2,418,168	\$ 2,570,576	6%
Total Operating Expenses	\$ 5,320,919	\$ 5,857,830	\$ 5,799,328	\$ 6,101,223	5%
Operating Income (Loss)	\$ 881,332	\$ 1,088,664	\$ 770,722	\$ 1,075,338	40%

Regional Water Agency Fund

	FY 2018 ACTUAL	FY 2019 REVISED	FY 2019 ESTIMATE	FY 2020 PROPOSED	% ▲
Capital Revenue					
Grants					
State Grants/Loans	\$ 5,345,588	\$ 1,950,582	\$ 768,157	\$ 1,300,000	69%
Total Grants	<u>\$ 5,345,588</u>	<u>\$ 1,950,582</u>	<u>\$ 768,157</u>	<u>\$ 1,300,000</u>	69%
Operating Transfers					
System Investment Charges	\$ 105,422	\$ 98,500	\$ 120,000	\$ 245,000	104%
Transfers In	87,661	\$ 300,000	300,000	\$ -	-100%
Total Operating Transfers	<u>\$ 193,083</u>	<u>\$ 398,500</u>	<u>\$ 420,000</u>	<u>\$ 245,000</u>	-42%
Total Capital Revenue	<u>\$ 5,538,671</u>	<u>\$ 2,349,082</u>	<u>\$ 1,188,157</u>	<u>\$ 1,545,000</u>	30%
Capital Expenses					
Capital - New					
Buildings	\$ 1,387,578	\$ 541,527	\$ 541,527	\$ 147,000	-73%
Improve Other Than Buildings	-	45,006	45,006	51,000	13%
Light Equipment	5,518	10,000	10,000	10,000	0%
Intangibles	-	-	-	-	0%
Technologies	-	8,000	8,000	-	-100%
Total Capital - New	<u>\$ 1,393,096</u>	<u>\$ 604,533</u>	<u>\$ 604,533</u>	<u>\$ 208,000</u>	-66%
Capital - Replacement					
Buildings	\$ 48,382	\$ 87,580	\$ 87,850	\$ 135,000	54%
Improve Other Than Buildings	5,265,736	4,777,283	4,779,281	1,020,000	-79%
Light Equipment	-	32,000	32,000	-	-100%
Intangibles	19,758	42,906	42,906	-	-100%
Technologies	4,117	29,130	29,130	6,000	-79%
Total Capital - Replacement	<u>\$ 5,337,993</u>	<u>\$ 4,968,898</u>	<u>\$ 4,971,167</u>	<u>\$ 1,161,000</u>	-77%
Total Capital Expenses	<u>\$ 6,731,089</u>	<u>\$ 5,573,431</u>	<u>\$ 5,575,700</u>	<u>\$ 1,369,000</u>	-75%
Net Capital	<u>\$ (1,192,418)</u>	<u>\$ (3,224,349)</u>	<u>\$ (4,387,543)</u>	<u>\$ 176,000</u>	104%
Net Fund	<u>\$ (311,086)</u>	<u>\$ (2,135,685)</u>	<u>\$ (3,616,821)</u>	<u>\$ 1,251,338</u>	135%

Office of State Lands & Investments

2018 Legislative Session Chapter 70

Direct Distribution Fiscal Year 2020 (August 15, 2019 & January 15, 2020)

Updated for 2010 Census POPULATION AS ADJ BY BOUNDARY CHANGES MAY 2019

THE CALCULATIONS SET FORTH BELOW ARE FISCAL YEAR 2020 FUNDING LEVELS BASED UPON THE CURRENT BUDGET.
THESE CALCULATIONS SHOULD NOT BE USED FOR BUDGETING OR OTHER PURPOSES.
IN THE EVENT THAT THE LEGISLATURE CHANGES FUNDING DURING THE 2020 LEGISLATIVE SESSION RELATED TO DIRECT DISTRIBUTION, FUNDING LEVEL CALCULATIONS WILL BE UPDATED.

Fiscal Year 2020 County Direct Distributions

County	August 15, 2019 Allocation	January 15, 2020 Allocation	Total Fiscal Year 2020 Allocation
Albany	\$ 876,990.01	\$ 876,990.01	\$ 1,753,980.02
Big Horn	\$ 399,426.38	\$ 399,426.38	\$ 798,852.77
Campbell	\$ 144,384.87	\$ 144,384.87	\$ 288,769.74
Carbon	\$ 224,605.86	\$ 224,605.86	\$ 449,211.71
Converse	\$ 58,427.95	\$ 58,427.95	\$ 116,855.89
Crook	\$ 309,184.94	\$ 309,184.94	\$ 618,369.89
Fremont	\$ 579,661.07	\$ 579,661.07	\$ 1,159,322.14
Goshen	\$ 531,821.38	\$ 531,821.38	\$ 1,063,642.75
Hot Springs	\$ 372,470.22	\$ 372,470.22	\$ 744,940.44
Johnson	\$ 99,961.44	\$ 99,961.44	\$ 199,922.88
Laramie	\$ 1,034,948.42	\$ 1,034,948.42	\$ 2,069,896.85
Lincoln	\$ 166,476.76	\$ 166,476.76	\$ 332,953.52
Natrona	\$ 1,113,634.15	\$ 1,113,634.15	\$ 2,227,268.31
Niobrara	\$ 377,716.68	\$ 377,716.68	\$ 755,433.35
Park	\$ 318,231.78	\$ 318,231.78	\$ 636,463.56
Platte	\$ 314,349.04	\$ 314,349.04	\$ 628,698.08
Sheridan	\$ 537,059.09	\$ 537,059.09	\$ 1,074,118.17
Sublette	\$ 21,439.29	\$ 21,439.29	\$ 42,878.58
Sweetwater	\$ 277,345.72	\$ 277,345.72	\$ 554,691.44
Teton	\$ 80,925.69	\$ 80,925.69	\$ 161,851.37
Uinta	\$ 410,472.79	\$ 410,472.79	\$ 820,945.58
Washakie	\$ 526,289.24	\$ 526,289.24	\$ 1,052,578.48
Weston	\$ 455,427.22	\$ 455,427.22	\$ 910,854.45
Totals	\$ 9,231,250.00	\$ 9,231,250.00	\$ 18,462,500.00

Fiscal Year 2020 City & Town Direct Distributions

City or Town	August 15, 2019 Allocation	January 15, 2020 Allocation	Total Fiscal Year 2020 Allocation
Afton	\$ 84,583.80	\$ 84,583.80	\$ 169,167.59
Albin	\$ 19,674.31	\$ 19,674.31	\$ 39,348.63
Alpine	\$ 40,532.66	\$ 40,532.66	\$ 81,065.32
Baggs	\$ 28,897.30	\$ 28,897.30	\$ 57,794.60
Bairoil	\$ 11,940.62	\$ 11,940.62	\$ 23,881.23
Bar Nunn	\$ 92,998.84	\$ 92,998.84	\$ 185,997.67
Basin	\$ 92,546.31	\$ 92,546.31	\$ 185,092.62
Bear River	\$ 37,975.65	\$ 37,975.65	\$ 75,951.30
Big Piney	\$ 20,734.24	\$ 20,734.24	\$ 41,468.48
Buffalo	\$ 164,400.92	\$ 164,400.92	\$ 328,801.84
Burlington	\$ 26,914.31	\$ 26,914.31	\$ 53,828.62

City or Town	August 15, 2019 Allocation	January 15, 2020 Allocation	Total Fiscal Year 2020 Allocation
Burns	\$ 21,702.57	\$ 21,702.57	\$ 43,405.15
Byron	\$ 48,528.89	\$ 48,528.89	\$ 97,057.79
Casper	\$ 2,074,318.86	\$ 2,074,318.86	\$ 4,148,637.72
Cheyenne	\$ 2,166,303.19	\$ 2,166,303.19	\$ 4,332,606.38
Chugwater	\$ 17,422.41	\$ 17,422.41	\$ 34,844.83
Clearmont	\$ 17,320.63	\$ 17,320.63	\$ 34,641.25
Cody	\$ 329,057.89	\$ 329,057.89	\$ 658,115.78
Cokeville	\$ 34,552.38	\$ 34,552.38	\$ 69,104.77
Cowley	\$ 49,097.89	\$ 49,097.89	\$ 98,195.77
Dayton	\$ 44,882.93	\$ 44,882.93	\$ 89,765.86
Deaver	\$ 20,672.79	\$ 20,672.79	\$ 41,345.57
Diamondville	\$ 45,793.38	\$ 45,793.38	\$ 91,586.77
Dixon	\$ 14,260.31	\$ 14,260.31	\$ 28,520.62
Douglas	\$ 114,845.40	\$ 114,845.40	\$ 229,690.80
Dubois	\$ 64,588.96	\$ 64,588.96	\$ 129,177.91
E. Thermopolis	\$ 23,327.74	\$ 23,327.74	\$ 46,655.48
Edgerton	\$ 19,238.17	\$ 19,238.17	\$ 38,476.34
Elk Mountain	\$ 17,823.88	\$ 17,823.88	\$ 35,647.77
Encampment	\$ 27,506.20	\$ 27,506.20	\$ 55,012.39
Evanston	\$ 755,727.87	\$ 755,727.87	\$ 1,511,455.74
Evansville	\$ 99,205.25	\$ 99,205.25	\$ 198,410.51
Ft Laramie	\$ 27,568.54	\$ 27,568.54	\$ 55,137.09
Frannie-PK	\$ 781.59	\$ 781.59	\$ 1,563.19
Frannie-BH	\$ 19,318.25	\$ 19,318.25	\$ 38,636.50
Gillette	\$ 707,178.30	\$ 707,178.30	\$ 1,414,356.61
Glendo	\$ 16,765.41	\$ 16,765.41	\$ 33,530.83
Glenrock	\$ 64,425.10	\$ 64,425.10	\$ 128,850.20
Granger	\$ 13,554.68	\$ 13,554.68	\$ 27,109.37
Green River	\$ 363,354.20	\$ 363,354.20	\$ 726,708.40
Greybull	\$ 131,520.91	\$ 131,520.91	\$ 263,041.82
Guernsey	\$ 48,388.37	\$ 48,388.37	\$ 96,776.74
Hanna	\$ 48,158.34	\$ 48,158.34	\$ 96,316.68
Hartville	\$ 12,145.63	\$ 12,145.63	\$ 24,291.26
Hudson	\$ 36,447.36	\$ 36,447.36	\$ 72,894.73
Hulett	\$ 28,185.88	\$ 28,185.88	\$ 56,371.75
Jackson	\$ 126,902.34	\$ 126,902.34	\$ 253,804.69
Kaycee	\$ 20,213.27	\$ 20,213.27	\$ 40,426.54
Kemmerer	\$ 125,812.69	\$ 125,812.69	\$ 251,625.38
Kirby	\$ 14,078.80	\$ 14,078.80	\$ 28,157.60
LaBarge	\$ 34,614.13	\$ 34,614.13	\$ 69,228.26
LaGrange	\$ 50,139.58	\$ 50,139.58	\$ 100,279.17
Lander	\$ 461,535.37	\$ 461,535.37	\$ 923,070.75
Laramie	\$ 2,051,655.80	\$ 2,051,655.80	\$ 4,103,311.61
Lingle	\$ 46,406.44	\$ 46,406.44	\$ 92,812.89
Lost Springs	\$ 5,040.50	\$ 5,040.50	\$ 10,081.01
Lovell	\$ 167,270.19	\$ 167,270.19	\$ 334,540.37
Lusk	\$ 70,010.19	\$ 70,010.19	\$ 140,020.39
Lyman	\$ 136,751.80	\$ 136,751.80	\$ 273,503.60
Manderson	\$ 16,883.12	\$ 16,883.12	\$ 33,766.25
Manville	\$ 13,683.49	\$ 13,683.49	\$ 27,366.99
Marbleton	\$ 33,579.91	\$ 33,579.91	\$ 67,159.82
Medicine Bow	\$ 21,135.24	\$ 21,135.24	\$ 42,270.49
Meeteetse	\$ 23,279.34	\$ 23,279.34	\$ 46,558.68
Midwest	\$ 27,151.02	\$ 27,151.02	\$ 54,302.03
Mills	\$ 144,057.66	\$ 144,057.66	\$ 288,115.31
Moorcroft	\$ 67,848.31	\$ 67,848.31	\$ 135,696.63
Mountain View	\$ 82,017.23	\$ 82,017.23	\$ 164,034.45
Newcastle	\$ 264,433.05	\$ 264,433.05	\$ 528,866.10

City or Town	August 15, 2019 Allocation	January 15, 2020 Allocation	Total Fiscal Year 2020 Allocation
Opal	\$ 15,103.99	\$ 15,103.99	\$ 30,207.99
Pavillion	\$ 24,441.99	\$ 24,441.99	\$ 48,883.98
Pine Bluffs	\$ 56,271.37	\$ 56,271.37	\$ 112,542.73
Pine Haven	\$ 34,596.65	\$ 34,596.65	\$ 69,193.31
Pinedale	\$ 36,054.38	\$ 36,054.38	\$ 72,108.76
Powell	\$ 253,207.19	\$ 253,207.19	\$ 506,414.38
Ranchester	\$ 51,107.30	\$ 51,107.30	\$ 102,214.61
Rawlins	\$ 390,234.48	\$ 390,234.48	\$ 780,468.97
Riverside	\$ 11,809.67	\$ 11,809.67	\$ 23,619.35
Riverton	\$ 680,055.49	\$ 680,055.49	\$ 1,360,110.97
Rock River	\$ 24,838.23	\$ 24,838.23	\$ 49,676.46
Rock Springs	\$ 600,370.31	\$ 600,370.31	\$ 1,200,740.63
Rolling Hills	\$ 18,182.77	\$ 18,182.77	\$ 36,365.53
Saratoga	\$ 72,726.53	\$ 72,726.53	\$ 145,453.05
Sheridan	\$ 884,774.43	\$ 884,774.43	\$ 1,769,548.87
Shoshoni	\$ 49,016.33	\$ 49,016.33	\$ 98,032.65
Sinclair	\$ 23,204.60	\$ 23,204.60	\$ 46,409.19
StarValley	\$ 64,291.98	\$ 64,291.98	\$ 128,583.95
Sundance	\$ 75,848.57	\$ 75,848.57	\$ 151,697.15
Superior	\$ 26,222.45	\$ 26,222.45	\$ 52,444.90
Tensleep	\$ 24,407.07	\$ 24,407.07	\$ 48,814.14
Thayne	\$ 24,270.29	\$ 24,270.29	\$ 48,540.58
Thermopolis	\$ 153,994.05	\$ 153,994.05	\$ 307,988.10
Torrington	\$ 568,056.93	\$ 568,056.93	\$ 1,136,113.86
Upton	\$ 84,971.19	\$ 84,971.19	\$ 169,942.38
Van Tassell	\$ 5,509.48	\$ 5,509.48	\$ 11,018.97
Wamsutter	\$ 21,918.22	\$ 21,918.22	\$ 43,836.43
Wheatland	\$ 133,104.96	\$ 133,104.96	\$ 266,209.92
Worland	\$ 381,354.89	\$ 381,354.89	\$ 762,709.78
Wright	\$ 57,048.69	\$ 57,048.69	\$ 114,097.39
Yoder	\$ 22,086.88	\$ 22,086.88	\$ 44,173.76
Totals	\$ 17,018,750.00	\$ 17,018,750.00	\$ 34,037,500.00

----- Original message -----

From: platteriver@wyoming.com

Date: 6/13/19 13:34 (GMT-07:00)

To: Carter Napier <cnapier@casperwy.gov>

Subject: Platte River Trails Named June 2019 Trail of the Month by Rails to Trails Conservancy

Good Afternoon Carter,

I just had to share this wonderful news with you! It's pretty special that Casper's trails are being hailed as "Trail of the Month" by a national periodical! Yeah for us and Thank You again for helping our organization continue our work.

Check out this awesome article about our River Trail. Thanks to David Hough and Tim Cortez for providing great quotes for this article. See you all at Food Truck Friday tomorrow!

https://www.railstotrails.org/trailblog/2019/june/07/wyoming-s-platte-river-trail/?fbclid=IwAR0LRZq9maFegjyCMFwGms_yNFEwkEILQsjmHozIKb4IrvI5T7Y-wAtM96w



Along the Platte River Trail by the Tate Pumphouse | Photo courtesy of Platte River Trails

Trail of the Month: June 2019

See you on the trail!

Angela Emery

Executive Director

Platte River Trails Trust



WAM RESOLUTION NO. 19-01

**A RESOLUTION OF THE WYOMING ASSOCIATION
OF MUNICIPALITIES RELATING TO THE 64th
ANNUAL CONVENTION IN SHERIDAN, WYOMING,
JUNE 2019**

WHEREAS, the 2019 Annual Convention of the Wyoming Association of Municipalities (WAM) on June 12-14, in Sheridan, Wyoming, has proven to be an outstanding session focusing on the education of elected officials and municipal staff members and enhancing the tools available to them in order to provide the best service to their communities; and

WHEREAS, the success of this Convention is due in large measure to the generous contribution of time, effort and resources on the part of the staff and elected officials from the City of Sheridan, Town of Clearmont, Town of Ranchester, and the Town of Dayton and sponsors who hosted, planned, and arranged logistics and activities of the 2019 WAM Annual Convention.

NOW, THEREFORE, BE IT RESOLVED by the Wyoming Association of Municipalities on this 13th day of June 2019 in Sheridan, Wyoming, that the Association gratefully extends its appreciation to every person and organization in Sheridan and with the City of Sheridan who devoted time, effort and resources in the planning, arranging, providing and presenting of the programs and activities of the 64th Annual WAM Convention.

PASSED, APPROVED AND ADOPTED this 13TH day of June 2019.

President

WAM RESOLUTION NO. 19-02

A RESOLUTION TO CREATE UTILITY AND OTHER MUNICIPAL SERVICES LIEN AUTHORITY FOR MUNICIPALITIES AND JOINT POWERS BOARDS

WHEREAS, municipalities in Wyoming have become aware of problems relating to the ability of the municipalities and joint powers boards to collect past due utility and other municipal service bills; and

WHEREAS, the current law of the State of Wyoming allows irrigation districts, water and other improvement districts to create liens under the right circumstances or have statutorily been granted automatic and perpetual liens under certain circumstances; and

WHEREAS, there is nothing similar to the creation of a lien found in zoning regulations or any other powers granted to a municipality or joint powers board in current state laws of the State of Wyoming; and

WHEREAS, the Wyoming Association of Municipalities advocates for statutory authority to enunciate authority for municipalities to place liens and to provide sufficient clarity to the process by which municipal liens are recovered.

NOW, THEREFORE, BE IT RESOLVED that the Wyoming Association of Municipalities supports such legislation as may be necessary to provide authority to a municipality or joint powers board to create a lien arising from past due bills for public utilities and other municipal services necessary to correct hazardous conditions.

PASSED, APPROVED AND ADOPTED this 13TH day of June, 2019.

President

WAM RESOLUTION NO. 19-03

**A RESOLUTION SUPPORTING LOCAL AIR SERVICE AS
ESSENTIAL TO WYOMING'S PROSPERITY**

WHEREAS, local air service that provides connections to major cities is a critical component of a thriving economy; and

WHEREAS, Wyoming's rural nature makes traditional private air service very difficult to sustain; and

WHEREAS, during the 2019 Legislative Session, a bill was passed which provides money to aid airports across Wyoming in sustaining its air service, but essentially excludes Essential Air Service (EAS) airports; and

WHEREAS, the continued funding of air enhancement programs, including providing funding for EAS airports is critical to the future of Wyoming cities and towns,

NOW, THEREFORE, BE IT RESOLVED that the Wyoming Association of Municipalities supports continued funding for Wyoming airports and development of air enhancement opportunities for EAS eligible airports.

PASSED, APPROVED AND ADOPTED this 13TH day of June 2019.

President

WAM RESOLUTION NO. 19-04

A RESOLUTION SUPPORTING STATEWIDE ANTI-DISCRIMINATION LEGISLATION IN HOUSING, EMPLOYMENT AND PUBLIC ACCOMMODATIONS

WHEREAS, diversity is necessary for any thriving city or town; and

WHEREAS, discrimination still occurs on the basis of race, color, religion, national origin, sex, pregnancy, gender identity, age, sexual orientation, family status, veteran status, marital status, and disability; and

WHEREAS, a commitment to diversity and the creation of a community welcoming to all which will enhance our local economies, encourage a positive forward-thinking environment that will help attract and retain businesses.

NOW, THEREFORE, BE IT RESOLVED that the Wyoming Association of Municipalities should encourage and support statewide equality for all of its citizens and pass anti-discrimination legislation, prohibiting discrimination based on race, color, religion, national origin, sex, pregnancy, gender identity, age, sexual orientation, family status, veterans status, marital status, and disability in housing, employment and public accommodations.

PASSED, APPROVED AND ADOPTED this 13TH day of June 2019.

President

WAM RESOLUTION NO. 19-05

A RESOLUTION SUPPORTING GREATER FINANCIAL INDEPENDENCE AND AUTHORITY FOR WYOMING CITIES AND TOWNS

WHEREAS, Wyoming's ninety-nine (99) cities and towns are responsible to provide basic and essential services like safe streets, police protection and fire suppression for sixty-nine percent (69%) of all Wyoming residents who reside in those communities; and

WHEREAS, the State of Wyoming does not grant local taxation authority to municipal governing bodies sufficient to empower these elected officials to provide consistent services required by city and town residents; and

WHEREAS, numerous reports at the national, state and local level substantiate that Wyoming municipalities have the *least* local fiscal authority and the absolute *lowest* local revenue generating capacity of any of the 50 States; and

WHEREAS, the taxation system established by States directly affects the overall economic vitality of the State and can either drive, or suppress, economic prosperity; and

WHEREAS, because municipalities are not allowed local taxation authority, State government has directly appropriated funding to cities and towns but, this historical practice is not sustainable for Wyoming's long-term future; and

WHEREAS, to ensure a sustainable financial future with economic prosperity generated locally and throughout Wyoming for both current and future generations of Wyomingites, Wyoming must consider implementing the *Principles of High-Quality State Revenue Systems* as they pertain to State-to-local government relationships and as recommended by the National Conference of State Legislatures, among other national and state agencies.

NOW THEREFORE, BE IT RESOLVED that the Wyoming Association of Municipalities requests that the State of Wyoming authorize municipalities to raise sufficient revenues to meet the needs of residents by granting to its governing bodies all of the three key elements of local taxation authority including:

- a) authority to directly levy taxes,
- b) control of the local rate of taxation, and
- c) authority to allocate local tax revenue to municipal purposes and services.

PASSED, APPROVED AND ADOPTED this 13TH day of June 2019.

President

WAM RESOLUTION NO. 19-06

A RESOLUTION SUPPORTING MUNICIPAL STORM WATER ENTERPRISE FUNDS

WHEREAS, the majority of Wyoming residents live in cities and towns and rely upon their municipal governments for essential surface water drainage and utility infrastructure that keeps the public safe and protects both public and private properties from damage from storm water run-off; and

WHEREAS, Wyoming statutes do not authorize cities and towns to create storm water enterprise funds for operation of storm water drainage systems and, consequently, there are millions of dollars of unmet financing needs for surface water drainage.

NOW THEREFORE, BE IT RESOLVED that the Wyoming Association of Municipalities requests that the State of Wyoming authorize cities and towns to establish and operate surface water drainage systems as public utility services and make available by statute similar financing options as are provided for potable water and sanitary sewer utilities; and that the State of Wyoming allow municipal governing bodies to establish user fees to support financial operations of surface water drainage systems.

PASSED, APPROVED AND ADOPTED this 13TH day of June 2019.

President

WAM RESOLUTION NO. 19-07

A RESOLUTION SUPPORTING A REVISION TO THE WYOMING STATE STATUTES PROVIDING THE OPTION FOR MUNICIPALITIES TO PARTICIPATE IN THE STATE OF WYOMING INSURANCE PROGRAMS

WHEREAS, in order for municipal governments in the State of Wyoming to be competitive, municipal employers strive to offer their employees the best health insurance options; and

WHEREAS, cities and towns commonly pay a percentage of health insurance premiums as a benefit to the employee; and

WHEREAS, Wyoming State Statutes 9-3-201 through 9-3-218 currently allow employees of the State of Wyoming, its political subdivision, and school districts to obtain group health insurance; and

WHEREAS, cities and towns recognize the potential value of the health insurance programs offered by the State of Wyoming as provided to other political subdivisions and school districts;

NOW, THEREFORE, BE IT RESOLVED that the Wyoming Association of Municipalities supports changes to Title 9, Chapter 3, Article 2 of Wyoming State Statutes to include the option for municipalities to elect insurances as otherwise provided to other entities included in Article 2, Chapter 3 of Title 9 for health, dental, vision, life, accident, and/or hospitalization through the State's health insurance program.

PASSED, APPROVED AND ADOPTED this 13TH day of June 2019.

President

WAM RESOLUTION NO. 19-08

A RESOLUTION REQUIRING VENDORS AND WYOMING DEPARTMENT OF REVENUE TO SHARE RESPONSIBILITY WITH MUNICIPALITIES AND COUNTIES FOR SALES TAX COLLECTION ERRORS

WHEREAS, vendors collect and remit sales tax monthly to the Wyoming Department of Revenue; and

WHEREAS, vendors can receive a credit thereby reducing their sales tax payment if payment is remitted on or before the fifteenth of every month and vendors are penalized for late remittance or payment shortage; and

WHEREAS, the Wyoming Department of Revenue is charged with overseeing sales tax collection and remitting correct amounts to cities, towns, and counties; and

WHEREAS, cities, towns, and counties rely on revenue from sales taxes to provide services to citizens; and

WHEREAS, cities, towns, and counties are dependent on vendors and the Wyoming Department of Revenue for correct sales tax remittance.

NOW, THEREFORE, BE IT RESOLVED that the Wyoming Association of Municipalities supports and advocates to the Wyoming Legislature to require vendors and the Wyoming Department of Revenue to bear part of the responsibility for acts and omissions that negatively impact a city, town, or county and pay for part of the remedy for those mistakes that negatively impact a city, town, or county.

PASSED, APPROVED AND ADOPTED this 13TH day of June, 2019.

President

WAM RESOLUTION NO. 19-09

**A RESOLUTION OPPOSING PROPOSED LEGISLATION
TO CREATE A STATEWIDE, COST-BASED,
INCREMENTAL MODEL OF FRANCHISE FEES FOR
TELECOMMUNICATIONS AND CABLE PROVIDERS IN
MUNICIPAL RIGHTS-OF-WAY**

WHEREAS, the Wyoming Association of Municipalities represents the interests of the State of Wyoming's ninety-nine (99) incorporated cities and towns; and

WHEREAS, local governments throughout the State of Wyoming successfully negotiate franchise fees for the use of municipal rights-of-way with telecommunications and cable companies in their own jurisdictions; and

WHEREAS, local rights-of-way and franchise issues properly belong in the jurisdiction and control of local governments whose land, infrastructure, streets and utilities are impacted, and who are closest to, and accountable to their citizenry; and

WHEREAS, the use of local, public rights-of-way provides a tremendous benefit to the cable and telecommunications industry because it costs them significantly less than it would to do the same at fair market value across private land; and

WHEREAS, franchise fees paid for the use of the public rights-of-way provide important, sustainable revenue to local governments; and

WHEREAS, the federal Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992, and as further amended by the Telecommunications Act of 1996, specifically 47 United States Code, Section 542(b), provides in part, "For any twelve-month period, the franchise fees paid by a cable operator with respect to any cable system

shall not exceed 5 percent of such cable operator's gross revenues derived in such period from the operation of the cable system to provide cable services"; and

WHEREAS, 47 United States Code, Section 253(c) provides that, "Nothing in this section affects the authority of a State or local government to manage the public rights-of-way or to require fair and reasonable compensation from telecommunications providers, on a competitively neutral and nondiscriminatory basis, for use of public rights-of-way on a nondiscriminatory basis, if the compensation required is publicly disclosed by such government"; and

WHEREAS, franchise fees provide valuable benefits to citizens of localities who receive better government services as a result of franchise fee revenue; and

WHEREAS, the Federal Communications Commission in its Declaratory Ruling and Third Report and Order released September 27, 2018 ("Order") attempted to restrict the amount of compensation a local government could receive for small wireless facilities placed in public rights-of-way to a cost-based amount; and

WHEREAS, that Order is now being vigorously opposed by local governments in litigation in the United States Court of Appeals for the Ninth Circuit; and

WHEREAS, the telecommunications and cable industries are now making similar efforts at the state government level, including Wyoming; and

WHEREAS, an incremental, cost-based reimbursement model is flawed because it fails to fairly and appropriately compensate local governments for the use of its rights-of-way, and may transfer funding that should be spent for public benefit to subsidize private companies; and

WHEREAS, the June 4, 2018, report titled *Economic and Fiscal Diversification in Wyoming*, which was presented to the Wyoming State Legislature Revenue Committee, demonstrates that without tax policy change or serious budget

cuts, expenditures by the Wyoming Legislature will soon exceed its revenue collection, and lead to unsustainable shortfalls in revenue; and

WHEREAS, franchise fees for decades have provided a reasonably stable revenue source for local governments that the Wyoming Legislature does not have to fund; and

WHEREAS, when raising revenue, each local government makes choices about the most effective, fair way to accomplish that; and

WHEREAS, local government control and decision-making choices over revenue raising is appropriate for each locality, and a statewide, “one-size fits all” approach is unsound because of differing needs and interests across localities; and

WHEREAS, redistributing franchise fee revenue to private telecommunications or cable companies at the expense of local governments is an unconstitutional subsidy of private enterprise, and would also violate the local government’s fiduciary responsibility to its citizens to properly manage its rights-of-way.

NOW, THEREFORE, BE IT RESOLVED, that the Wyoming Association of Municipalities opposes legislation to create a statewide, cost-based, incremental model of franchise fees for telecommunications and cable providers in municipal rights-of-way.

PASSED, APPROVED AND ADOPTED this 13TH day of June, 2019.

President

WAM RESOLUTION No. 19-10

A RESOLUTION OPPOSING LEGISLATION ON FRANCHISE FEE FUNDING FOR MUNICIPALITIES

WHEREAS, it is critically important for the future of Wyoming that we have strong communities with dependable public services and sound infrastructure; and

WHEREAS, cities and towns play a major part in creating and maintaining strong communities; and

WHEREAS, the Wyoming Legislature is proposing to eliminate the power of cities and towns to negotiate compensation for the use of rights-of-way; and

WHEREAS, the cities and towns right to negotiate franchise fees with local utility companies is fair and reasonable compensation for the use of municipal rights-of-way; and

WHEREAS, loss of locally negotiated franchise fees will create substantial hardship for municipalities in their General Fund affecting loss of public services; and

WHEREAS, over the past several years the Wyoming Legislature has directed local governments to generate sufficient revenue and cut expenses to provide dependable public services and sound infrastructure for our citizens and businesses.

NOW, THEREFORE, BE IT RESOLVED that the Wyoming Association of Municipalities calls on the Wyoming Legislature to demonstrate support for all Wyoming communities by allowing municipalities to legislate franchise fees; and

BE IT FUTHER RESOLVED that the Wyoming Association of Municipalities opposes any state legislation which would eliminate the authority of cities and towns to negotiate local franchise fee funding.

PASSED, APPROVED AND ADOPTED this 13TH day of June 2019.

President

WAM RESOLUTION NO. 19-11

A RESOLUTION SUPPORTING THE AUTHORITY OF CITIES AND TOWNS TO CREATE TAXING DISTRICTS

WHEREAS, Wyoming's ninety-nine (99) cities and towns are responsible to provide safe, reliable streets for sixty-nine percent (69%) of all Wyoming residents who reside in those communities, as well as numerous residents outside those communities who either transport their children to schools within these communities themselves or who rely on school district buses to do so, as well as the tourists and visitors who frequent these communities; and

WHEREAS, partnerships between two or more local governmental entities is a recognized method to better serve the citizens and visitors of Wyoming in particular regions of the state; and

WHEREAS, existing local taxation authority of municipal governing bodies does not provide sufficient revenues to provide funding for the projects which are necessary to serve residents of and visitors to cities and towns; and

WHEREAS, Wyoming cities, towns and other local governing bodies require a more sustainable and consistent way to fund projects which serve to improve the economic vitality, safety, and beauty of their communities.

NOW, THEREFORE, BE IT RESOLVED that the Wyoming Association of Municipalities requests that the State of Wyoming empower municipalities, alone and/or in partnership with other local governments, to raise revenues to fund projects necessary to meet the needs of local residents and visitors by allowing voters within the municipal limits and/or the combined political boundaries of the cooperating governmental bodies to enact a special purpose excise tax, commonly known as a 6th Penny tax, to use for those purposes allowed by W.S. § 39-15-203.

PASSED, APPROVED AND ADOPTED this 13TH day of June 2019.

President

From: Wyoming Business Council [mailto:WY-Business-Council@public.govdelivery.com]

Sent: Wednesday, June 5, 2019 4:07 PM

To: Renee Jordan-Smith <rjordansmith@casperwy.gov>

Subject: Business Council rolls out refreshed economic development strategy



Increasing Wyoming's Prosperity | June 5, 2019

FEATURE STORY

Business Council rolls out refreshed economic development strategy

Creating new opportunities — In cooperation with our partners, the Business Council has crafted a new path forward for economic diversification in Wyoming.



Video



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The state Energy Office provided Saratoga Forest Management an energy efficiency grant to improve lighting

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Webinar to present ideas for boosting local retail

The National Main Street Center and the Wyoming Business Council will present one approach to addressing the closure of a major retailer in rural communities



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A historic building will reopen next month with a new roof thanks to a \$5,000 federal grant



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Find out how Land of Lavender Lotion is made

In The News

Uinta and Lincoln counties dive into results of Business Council-funded study

Antelope Butte celebrates successful reopening with help of Business Council

From tee time to chow time, Kickstart awardee BioPac'r expands its market reach

Calendar of Events

Shopko Retail Analysis – Webinar

June 6

Weatherby Grand Opening - Sheridan

June 13

Start Your Own Business
– Afton

June 20

Finding the Best Shipping
Strategy - Webinar

June 25