

# INFORMATION PACKET

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Friday, July 23, 2021



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We are CASPER

Communication Accountability Stewardship Professionalism Efficiency Responsiveness

## The Grid

A working draft of Council Meeting Agendas

### July 27, 2021 Councilmembers Absent:

Work Session Meeting Agenda Items	Recommendation	Allotted Time	Begin Time
Recommendations = Information Only, Move Forward for Approval, Direction Requested			
Meeting Followup - Liquor Licenses		15 min	4:30
LGBTQ Advisory Committee - Update	Information Only	60 min	4:45
I-25 Enhancement Funds	Direction Requested	25 min	5:45
Agenda Review		20 min	6:10
Legislative Review		20 min	6:30
Council Around the Table		10 min	6:50
Approximate Ending Time:			7:00

### July 27, 2021 Councilmembers Absent:

SPECIAL Council Meeting Agenda Items	Est. Public Hearing	Public Hearing	Ordinances	Resolutions	Minute Action
Amending Chapter 10.64 Bicycles, Toy Vehicles, Etc., and Similar Devices (Scooters). 2nd reading			N		

### August 3, 2021 Councilmembers Absent:

Regular Council Meeting Agenda Items	Est. Public Hearing	Public Hearing	Ordinances	Resolutions	Minute Action
Pre-Meeting: Public Education Process for the Optional 6th Cent Tax					
Pre-Meeting: Bar & Grill Liquor License					
Establish August 17, 2021, as the Date of Public Hearing for Consideration of the Adoption of the Fiscal Year 2022 Budget Amendment #1.	C				
Establish August 17, 2021, as the Date of Public Hearing for Transfer of Retail Liquor License No. 28 from 307 Bar, LLC, d/b/a 307 Bar Located at 4370 South Poplar Street to Sunrise Center Entertainment, LLC d/b/a Let it Roll, Located at 4370 South Poplar Street.	C				
Public Hearing: Back Nine Addition Zone Change		N	N		
Public Hearing: Trails West Estate No. 5 Addition		N	N		
Public Hearing: New Bar and Grill Liquor License for Grace Partners, LLC dba Spotlight Lounge, Located at 128 East 2nd Street.		N			N
Public Hearing: New Bar and Grill Liquor License for Wyoming Downs OTB 12 LLC, d/b/a Wyoming Downs OTB 12 Located at 1121 Wilkins Circle.		N			N
Public Hearing: New Bar and Grill Liquor License for Mouthful, LLC d/b/a Mouthful, Located at 136 East 2nd Street.		N			N

## The Grid

A working draft of Council Meeting Agendas

### August 3, 2021 (continued) Councilmembers Absent:

Regular Council Meeting Agenda Items	Est. Public Hearing	Public Hearing	Ordinances	Resolutions	Minute Action
Vacation and Replat Creating the Kensington Heights Addition No. 4 Subdivision. 3rd reading			N		
Amending Chapter 10.64 Bicycles, Toy Vehicles, Etc., and Similar Devices (Scooters). 3rd reading			N		
Seven Ordinance Adopting the Various 2021 Editions of the International Building Codes. 2nd Reading			N		
Updating and Amending Chapter 5.08 of the Casper Municipal Code (Alcoholic Beverages). 2nd reading			N		
Authorizing a Contract for Professional Services with Recykling Industrial Repairs, Inc. in an Amount not to Exceed \$85,337.29, for Baler Ejection Cylinder Project.				C	
Authorizing a Lease Agreement with the Casper Junior Football League.				C	
Authorizing a Contract for Outside-City Water Service with Certain Owners of Land Located in the Swingle Ranch Tracts Subdivision Including Lots 6, 7, 8, 9, 10, 11, 12, 23, and 24.				C	
Authorizing an Agreement with Casper Tin Shop for the Casper Senior Center Air Conditioning Updated, in the Amount of \$145,474.				C	
Authorizing the Acceptance of the Wyoming Office of Homeland Security Grant, in the Amount of \$109,000, for the Purchase of Equipment for Regional Response Team 2. (tentative)				C	
Executive Session - Ongoing Investigation					

### August 10, 2021 Councilmembers Absent:

Work Session Meeting Agenda Items	Recommendation	Allotted Time	Begin Time
Recommendations = Information Only, Move Forward for Approval, Direction Requested			
Meeting Followup		5 min	4:30
Telecommunication Right of Way Use Agreement with Advanced Communications Technology, Inc. (DBA Range)	Move Forward for Approval	20 min	4:35
Fiscal Year 2022 Budget Amendment #1	Move Forward for Approval	20 min	4:55
Roof Inspections	Direction Requested	20 min	5:15
Agenda Review		20 min	5:35
Legislative Review		20 min	5:55
Council Around the Table		10 min	6:15
Approximate Ending Time:			6:25

## The Grid

A working draft of Council Meeting Agendas

### August 17, 2021 Councilmembers Absent:

Regular Council Meeting Agenda Items	Est. Public Hearing	Public Hearing	Ordinances	Resolutions	Minute Action
Public Hearing - Aug. 17 LAD 157 Assessment Roll - Arrowhead Road & Jade Avenue Roadway Improvements		N	N		
Public Hearing: Adoption of the Fiscal Year 2022 Budget Amendment #1.		N		N	
Public Hearing for Transfer of Retail Liquor License No. 28 from 307 Bar, LLC, d/b/a 307 Bar Located at 4370 South Poplar Street to Sunrise Center Entertainment, LLC d/b/a Let it Roll, Located at 4370 South Poplar Street.		N			N
Seven Ordinance Adopting the Various 2021 Editions of the International Building Codes. 3rd Reading			N		
Updating and Amending Chapter 5.08 of the Casper Municipal Code (Alcoholic Beverages). 3rd reading			N		
Back Nine Addition Zone Change - 2nd reading		N	N		
Trails West Estate No. 5 Addition - 2nd reading		N	N		
Resolution of Support for the Construction of the Natrium Nuclear Power Plant in Glenrock WY				N? C?	

### August 24, 2021 Councilmembers Absent:

Work Session Meeting Agenda Items	Recommendation	Allotted Time	Begin Time
Recommendations = Information Only, Move Forward for Approval, Direction Requested			
Meeting Followup		5 min	4:30
Discussion of Restrictions for Retail Liquor License #5	Direction Requested	40 min	4:35
Missings Persons Legislation	Direction Requested	30 min	5:15
Agenda Review		20 min	5:45
Legislative Review		20 min	6:05
Council Around the Table		10 min	6:25
Approximate Ending Time:			6:35

## Future Agenda Items

### Council Items:

Item	Date	Estimated Time	Notes
Strategic Plan			2021
Formation of Additional Advisory Committees			
Mike Lansing Field Update			Fall of 2021
Bus Stop Safety/Shoveling - Public Awareness			
Excessive Vehicle Storage in Yards			
Graffiti Abatement & Alternatives			
Stormwater Enterprise			After July 1
Parkway Parking			After FY22

### Staff Items:

Murie Audubon Society Wetland Request			
Council Goals Tracking Demo			
Sign Code Revision			
Blood Borne Pathogens			
Special Purpose 6th Cent Tax			

### Potential Topics-- Council Thumbs to be Added:

Resolution for Removal of Majestic Trees?			
Restructure of Community Promotions			
Handheld Device Use While Driving?			
Parks Watering Data			Fall of 2021
Landlord Utility Agreement Ordinance Modification		30 min	September 7, 2021


### Future Regular Council Meeting Items:


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### Retreat Items:

Economic Development and City Building Strategy
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July 21, 2021

MEMO TO: J. Carter Napier, City Manager 

FROM: Nicole Carlson, Interim Clerk of Municipal Court 

SUBJECT: Citizen Complaint Made to City Council on July 20, 2021

After viewing the City Council Meeting held last night, I'd like to address the concerns that Mr. Jeff Long brought to their attention. On July 2, 2021, I spoke to Mr. Long after he questioned a Court Clerk when she requested to see his identification in order to process his payment on a citation he was issued. I explained to Mr. Long that the Court has an internal practice of requesting identification from defendants in order to deter individuals from misrepresenting themselves.

That same day, Mr. Long submitted a Freedom of Information Act (FOIA) request to Municipal Court and asked for documents that stated that "only the defendant can pay fines".

Since I'm not qualified to give legal advice, I spoke with Judge Lund regarding Mr. Long's information request and she provided which Wyoming Court Rules applied to his question. On July 8, 2021, I mailed my written response (attached) to Mr. Long, which included copies of Wyoming Court Rules (attached) that detail the ways by which a defendant may enter a plea to a criminal charge. In my letter, I described further that Municipal Court does allow individuals to make payments on behalf of a defendant, but only after an initial plea has been entered by the defendant.

When Mr. Long's wife attempted to pay his citation on July 1, 2021, a plea had not been entered (on the record), which is why she was informed that the Court could not take her payment at that time. The Court Clerks have a standard practice of offering alternative solutions in situations where they are not able to remedy the issue immediately (i.e. requesting that the defendant call the court directly to enter a no contest plea over the phone or providing the website where the defendant can pay the fine online).

Mr. Long stated he contacted several courts across Wyoming and learned that they all allow individuals to make fine payments on behalf of defendants. The Casper Municipal Court also allows this practice after the defendant has entered an initial plea.

Mr. Long also expressed frustration that the Municipal Court offices were closed at 4:00 p.m. due to COVID restrictions. The Court is open weekdays from 7:30am to 5:00pm. However, due to an operational need, the customer service window is closed from 3:00pm to 5:00pm. Municipal Court has almost a completely new staff and they are still learning how to manage their daily responsibilities and the new software system. The customer service window closure allows staff designated time to work on a variety of tasks that cannot be efficiently or safely completed in the direct view of the public (i.e. daily cash reconciliation and data entry of charging documents, etc.). This is a temporary issue not related to COVID-19 but rather related more to training and ensuring



accuracy with the Municipal Court operations. I anticipate that the customer service hours will be adjusted by the end of September.

Municipal Court has a sign posted on the customer service window stating that the Court office is open until 5:00 p.m. by phone and the main phone number is listed. Defendants also have the option of leaving a payment in the drop box (in an envelope provided by the Court).

It seems clear to me that there was a misunderstanding and I take accountability for any role I may have played in that. I don't recall the situation the same as what Mr. Long described to City Council. I will continue to ensure that all staff work on clarifying the difference between entering a plea and an individual making a payment on the defendant's behalf (after a plea has been entered).

Please let me know if there is anything else I can help provide as a follow up to Mr. Long's concern.

Enclosures



July 8, 2021

Jeff Long  
2111 Kingsboro Rd.  
Casper, WY 82604

Dear Mr. Long,

The Wyoming Rules of Criminal Procedure Rule 11(a) details the ways by which a Defendant may enter a plea to a criminal charge. Furthermore, the Wyoming Rules of Criminal Procedure Rule 3.1(d) details that the person issued the citation may forfeit the bond in lieu of appearance. Neither of these rules allow for a designee of the Defendant, other than one acting in their capacity as attorney of record to the Defendant, to issue a plea or forfeit bond on their behalf.

The Court does allow individuals to make payments on behalf of a defendant after an initial plea has been entered on the record. It is my understanding that someone originally tried to pay your citation for you, which is not allowed by either Rule 11 or Rule 3.1 since he/she was not the defendant named on the traffic citation (enclosed).

Also, the Court has a practice of requesting identification from defendants prior to entering a no contest plea in an effort to avoid fraudulent behavior.

Please contact our office directly if you need any additional information.

Sincerely,

A handwritten signature in black ink that reads "Nicole Carlson".

Nicole Carlson  
Interim Clerk of Municipal Court

Enclosures

**Municipal Court**

201 North David Street – 5<sup>th</sup> Floor | Casper, WY | 82601 | Phone: (307) 235-8267



tion, and the defendant's failure to obtain a bill of particulars did not waive the defendant's right to challenge the information. *Estrada-Sanchez v. State*, 66 P.3d 703 (Wyo. 2003).

**Applied** in *Baumgartner v. State*, 7 P.3d 912 (Wyo. 2000); *Meek v. State*, 37 P.3d 1279 (Wyo. 2002); *Burton v. State*, 46 P.3d 309 (Wyo. 2002).

**Quoted** in *Cheatham v. State*, 719 P.2d 612 (Wyo. 1986); *Metzger v. State*, 4 P.3d 901 (Wyo. 2000).

**Stated** in *Cisneros v. City of Casper*, 479 P.2d 198 (Wyo. 1971); *McDermott v. State*, 870 P.2d 339 (Wyo. 1994).

**Cited** in *Auclair v. State*, 660 P.2d 1156 (Wyo. 1983); *Derksen v. State*, 845 P.2d 1383 (Wyo. 1993).

**Law reviews.** — For article, "Supreme Court Jurisdiction and the Wyoming Constitution: Justice v. Judicial Restraint," see XX Land

& Water L. Rev. 159 (1985).

**Am. Jur. 2d, ALR and C.J.S. references.** — 1 Am. Jur. 2d Actions §§ 70 to 80.

Use of abbreviation in indictment or information, 92 ALR3d 494.

Defendant's state of mind necessary or sufficient to warrant award of punitive damages in action for malicious prosecution, 94 ALR3d 791.

Finding or return of indictment, or filing of information, as tolling limitation period, 18 ALR4th 1202.

Limitations on state prosecuting attorney's discretion to initiate prosecution by indictment or by information, 44 ALR4th 401.

Propriety of blanket or per se rule prohibiting federal grand jury from indicting witness who has previously testified before same grand jury under grant of use immunity, 139 ALR Fed 489.

71 C.J.S. Pleading §§ 6, 7.

### Rule 3.1. Use of citations; bail.

(a) *Where filed.* — Citations shall be filed in the circuit court or municipal court in the county or municipality where the offense allegedly occurred.

(b) *When Citation May Issue.* — A person arrested and taken into custody for any crime shall be brought before a judicial officer as provided in Rule 5, except:

(1) A person who has been stopped, detained or arrested for a misdemeanor may, then or after further investigation, be issued a citation to avoid further detention. If the person to whom the citation is issued accepts the citation (thereby signifying his promise to appear in court on a date and time certain to answer to the offense charged in the citation), the person shall then be released from custody; and

(2) A person arrested and taken into custody for a "forfeit" offense (as later defined in this rule) must be taken before a judicial officer within 12 hours. If the person is not taken before a judicial officer within 12 hours, the person must be issued a citation and released from custody, but only if the person signs a promise to appear in court on a date and time certain to answer to the offense charged in the citation. A judicial officer may, but is not required to, hold an initial appearance hearing for forfeit offenses other than during the regular business hours of the court.

(c) *Appearance in court.* — The peace officer issuing the citation shall specify on the citation the name and address of the court in which the citation will be filed and a date and time when the person cited must appear in that court. The time specified must be at least five days after the alleged violation unless the person cited consents to an earlier hearing. A person to whom a citation has issued must appear on the day and at the time and place specified in the citation, unless:

(1) The appearance is continued or excused by a judicial officer of that court; or

(2) The citing officer checks the box "MAY FORFEIT BOND IN LIEU OF APPEARANCE" on the citation.

(d) *Payment of fines and costs or forfeiture of bail in lieu of appearance.* — A citing officer may require any person to appear in court on a date and time certain to answer to the offense charged in the citation by checking the "MUST APPEAR" box on the citation. If the citing officer checks the "MAY FORFEIT BOND IN LIEU OF APPEARANCE" box on the citation the offense may be dealt with as follows:

(1) A person may satisfy a promise to appear in court by paying to the court, or to another authorized by that court to accept bond for misdemeanor offenses, on or before the appearance date the amount of the fine and court costs as listed on the Uniform Bail and Forfeiture Schedules adopted and published by the Wyoming Supreme Court and set forth in Appendix I to this rule;

(2) By paying fines and costs into court (by mail or otherwise) or, when permitted, by posting bond and failing to appear as promised, a person elects:

- (A) To waive appearance before the court;
- (B) To waive a trial; and
- (C) Not to contest the offense charged (*nolo contendere*).

(e) *Warrant for failure to appear.* — The court may issue a warrant for the arrest of any person who fails to appear as ordered by the court. The court may also issue a warrant for any person who fails to appear as promised:

- (1) When “MUST APPEAR” is checked on the citation; or
- (2) When the person fails to pay the fine and costs to the court (or post bond in lieu thereof) prior to the promised appearance date when “MAY FORFEIT BOND IN LIEU OF APPEARANCE” is checked on the citation.

(f) *Disposition of citations.* — Every citation filed or deposited with the court must be accounted for and disposed of by that court. Disposition may include forfeiture of bail.

(g) *Definitions.* —

(1) “Forfeit offenses” are those misdemeanor offenses listed as forfeit offenses on the Uniform Bail and Forfeiture Schedules adopted and promulgated by the Wyoming Supreme Court and set forth in Appendix I to this rule. A citing officer may not check the box “MAY FORFEIT BOND IN LIEU OF APPEARANCE” on the citation for any offense other than a forfeit offense; and

(2) “Must appear offenses” are those misdemeanor offenses for which a citation has issued and the citing officer has checked the “MUST APPEAR” box on the citation.

(Amended June 23, 1992, effective August 1, 1992; amended July 22, 1993, effective October 19, 1993; amended June 30, 2000, effective July 1, 2000; amended December 2, 2002, effective January 6, 2003; amended May 18, 2011, effective July 18, 2011.)

**Compare.** — Rule 46, Fed. Rules Cr. Proc.

**The primary purpose of a bond** is to insure the defendant’s presence to answer the charges without excessively restricting his liberty pending trial. *Miller v. State*, 560 P.2d 739 (Wyo. 1977).

**The sole function of bail** is to exact assurance from the accused that he will stand trial and submit to sentence if found guilty. *Vigil v. State*, 563 P.2d 1344 (Wyo. 1977).

**Incarceration for inability to make bail** is a lawful process. *Kimbley v. City of Green River*, 663 P.2d 871 (Wyo. 1983).

**Applied** in *Roberts v. State*, 711 P.2d 1131 (Wyo. 1985).

**Cited** in *Williams v. Stafford*, 589 P.2d 322 (Wyo. 1979).

**Law reviews.** — For comment, “Bail in Wyoming Under the Wyoming Rules of Criminal Procedure,” see *V Land & Water L. Rev.* 621 (1970).

For case note, “Criminal Procedure — Wyoming Recognizes a Substantive Right to Bail Pending Appeal of Conviction. *State v. District Court of Second Judicial Dist.*, 715 P.2d 191 (Wyo. 1986),” see *XXII Land & Water L. Rev.* 605 (1987).

**Am. Jur. 2d, ALR and C.J.S. references.** — 8A Am. Jur. 2d *Bail and Recognizance* § 1 et seq.

Validity of statute abolishing commercial bail bond business, 19 ALR4th 355.

Defendant’s right to credit for time spent in halfway house, rehabilitation center, or similar restrictive environment as a condition of pretrial release, 29 ALR4th 240.

Bail: duration of surety’s liability on pretrial bond, 32 ALR4th 504.

Bail: duration of surety’s liability on posttrial bail bond, 32 ALR4th 575.

Bail: effect on surety’s liability under bail bond of principal’s incarceration in other jurisdiction, 33 ALR4th 663.

Bail: effect on surety’s liability under bail bond of principal’s subsequent incarceration in same jurisdiction, 35 ALR4th 1192.

Forfeiture of bail for breach of conditions of release other than that of appearance, 68 ALR4th 1082.

Propriety of applying cash bail to payment of fine, 42 ALR5th 547.

Propriety, after obligors on appearance bond have been exonerated pursuant to Rule 46(f) of the Federal Rules of Criminal Procedure, of applying cash or other security to fine imposed on accused, 58 ALR Fed 676.

Propriety of denial of pretrial bail under Bail Reform Act (18 USC §§ 3141 et seq.), 75 ALR Fed 806.

What is “a substantial question of law or fact likely to result in reversal or an order for a new trial” pursuant to 18 USC § 3143(b)(2) [18 USC § 3143(b)(1)(B)] respecting bail pending appeal, 79 ALR Fed 573.



**Rule 11. Pleas.**(a) *Alternatives.* —

(1) In General. — A defendant may plead not guilty, not guilty by reason of mental illness or deficiency, guilty, or nolo contendere. If a defendant refuses to plead or if a defendant corporation fails to appear, the court shall enter a plea of not guilty.

(A) Nolo Contendere. — A defendant may plead nolo contendere only with the consent of the court. Such a plea shall be accepted by the court only after due consideration of the views of the parties and the interest of the public in the effective administration of justice.

(B) Mental Illness or Deficiency. — A plea of “not guilty by reason of mental illness or deficiency” may be pleaded orally or in writing by the defendant or the defendant’s counsel at the time of the defendant’s arraignment or at such later time as the court may for good cause permit. Such a plea does not deprive the defendant of other defenses and may be coupled with a plea of not guilty.

(2) Conditional Pleas. — With the approval of the court and the consent of the attorney for the state, a defendant may enter a conditional plea of guilty or nolo contendere, reserving in writing the right, on appeal from the judgment, to seek review of the adverse determination of any specified pretrial motion. A defendant who prevails on appeal shall be allowed to withdraw the plea.

(b) *Advice to Defendant.* — Except for forfeitures on citations (Rule 3.1) and pleas entered under Rule 43(c)(2), before accepting a plea of guilty or nolo contendere to a felony or to a misdemeanor when the defendant is not represented by counsel, the court must address the defendant personally in open court and, unless the defendant has been previously advised by the court on the record and in the presence of counsel, inform the defendant of, and determine that the defendant understands, the following:

(1) The nature of the charge to which the plea is offered, the mandatory minimum penalty provided by law, if any, and the maximum possible penalty provided by law and other sanctions which could attend a conviction including, when applicable, the general nature of any mandatory assessments (such as the surcharge for the Crime Victim Compensation Account), discretionary assessments (costs, attorney fees, restitution, *etc.*) and, in controlled substance offenses, the potential loss of entitlement to federal benefits. However:

(A) Disclosure of specific dollar amounts is not required;

(B) Failure to advise of assessments or possible entitlement forfeitures shall not invalidate a guilty plea, but assessments, the general nature of which were not disclosed to the defendant, may not be imposed upon the defendant unless the defendant is afforded an opportunity to withdraw the guilty plea; and

(C) If assessments or forfeitures are imposed without proper disclosure a request for relief shall be addressed to the trial court under Rule 35 before an appeal may be taken on that issue.

(2) The defendant has the right to be represented by an attorney at every stage of the proceeding and, if necessary, one will be appointed to represent the defendant;

(3) The defendant has the right to plead not guilty or to persist in that plea if it has already been made, the right to be tried by a jury and at that trial the right to the assistance of counsel, the right to confront and cross-examine adverse witnesses, the right to court process to obtain the testimony of other witnesses, and the right against compelled self-incrimination;

(4) If a plea of guilty or nolo contendere is accepted by the court there will not be a further trial of any kind, so that by pleading guilty or nolo contendere the defendant waives the right to a trial; and

(5) If the court intends to question the defendant under oath, on the record, and in the presence of counsel, about the offense to which the defendant has pleaded

guilty, that the defendant's answers may later be used against the defendant in a prosecution for perjury or false statement.

(c) *Waiver of advisements.* — A misdemeanor defendant represented by counsel may waive the advisements required in subdivision (b).

(d) *Insuring that plea is voluntary.* — The court shall not accept a plea of guilty or nolo contendere without first, by addressing the defendant personally in open court, determining that the plea is voluntary and not the result of force or threats or of promises apart from a plea agreement. The court shall also inquire as to whether the defendant's willingness to plead guilty or nolo contendere results from prior discussions between the attorney for the state and the defendant or the defendant's attorney.

(e) *Plea agreement procedure.* —

(1) *In General.* — The attorney for the state and the attorney for the defendant or the defendant when acting pro se may engage in discussions with a view toward reaching an agreement that, upon the entering of a plea of guilty or nolo contendere to a charged offense or to a lesser related offense, the attorney for the state will do any of the following:

(A) Agree not to prosecute other crimes or move for dismissal of other charges;

(B) Make a recommendation, or agree not to oppose the defendant's request, for a particular sentence, with the understanding that such recommendation or request shall not be binding upon the court; or

(C) Agree that a specific sentence is the appropriate disposition of this case.

The court shall not participate in any such discussions.

(2) *Disclosure of Agreement; Decision of Court.* — If a plea agreement has been reached by the parties, the court shall, on the record, require the disclosure of the agreement in open court or, on a showing of good cause, *in camera*, at the time the plea is offered. If the agreement is of the type specified in subdivision (e)(1)(A) or (e)(1)(C), the court may accept or reject the agreement, or may defer its decision as to the acceptance or rejection until there has been an opportunity to consider the presentence report. If the agreement is of the type specified in subdivision (e)(1)(B), the court shall advise the defendant that if the court does not accept the recommendation or request, the defendant nevertheless has no right to withdraw the plea.

(3) *Acceptance of Agreement.* — If the court accepts the plea agreement, the court shall inform the defendant that it will embody in the judgment and sentence the disposition provided for in the plea agreement.

(4) *Rejection of Agreement.* — If the court rejects the plea agreement, the court shall, on the record, inform the parties of this fact, advise the defendant personally in open court or, on a showing of good cause, *in camera*, that the court is not bound by the plea agreement, afford the defendant the opportunity to then withdraw the plea, and advise the defendant that if the defendant persists in a guilty plea or plea of nolo contendere the disposition of the case may be less favorable to the defendant than that contemplated by the plea agreement.

(5) *Notification to Court.* — Except for good cause shown, notification to the court of the existence of a plea agreement shall be given at the arraignment or at such other time, prior to trial, as may be fixed by the court.

(6) *Inadmissibility of Pleas, Offers of Pleas, and Related Statements.*

(A) Except as otherwise provided in this paragraph, evidence of the following is not, in any civil or criminal proceeding against the defendant, admissible against the defendant who made the plea or was a participant in the plea discussions:

(i) A plea of guilty, which was later withdrawn;

(ii) A plea of nolo contendere;



# Wyoming FOIA Request

Jeff Long  
2111 Kingsboro Rd  
Casper WY 82604

FILED

JUL 02 2021

CITY OF CASPER  
MUNICIPAL COURT  
BY ymt  
CLERK

07/02/2021

Request# 21001

City of Casper  
Municipal Court  
Fifth Floor  
201 North David Street  
Casper WY 82601

Under the **Wyoming Sunshine Law, §16-4-201 et seq.**, I am requesting the opportunity to inspect the public records of all Court Orders, Judges Orders, Laws, Statues, Ordnances and or Policies requiring that only the Defendant can pay Municipal Court fines and or fees the City of Casper.

I would like to inspect the requested documents under §16-4-202 (a). If I can't inspect the public record, I would like to obtain copies. If there are any fees for searching or copying these records, please inform me if the cost will exceed \$5.00. However, I would also like to request a waiver of all fees in that the disclosure of the requested information is in the public interest and will contribute significantly to the public's understanding of the City of Casper Employees. This information is not being sought for commercial purposes.



I would request a prompt response to this request. Under §16-4-202 (b), I would like to inspect or have copies of the information within seven (7) business days of this request. If you expect a significant delay in responding to or in fulfilling this request, please contact me with information about when I might expect copies or the ability to inspect the requested records.

If you deny any or all of this request, please cite each specific exemption you feel justifies the refusal to release the information and notify me of the appeal procedures available to me under the law.

Sincerely,



**Jeff Long**

**2111 Kingsboro Rd**

**Casper WY 82604**

**(307) 237-7031**

**Jeff.Long@HiCoFab.com**

# **Wyoming Association of Municipalities**



Wyoming Association  
of Municipalities  
*Building Strong Communities*

## **June 30, 2021 Finance Report**

**Distributed To:**

**WAM Board**

**7/20/2021**

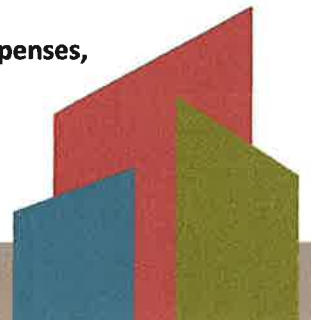


Wyoming  
Association of  
Municipalities  
*Building Strong Communities*

**TO:** WAM Board of Directors  
**FROM:** Earla Checchi, Finance Manager  
**DATE:** June 30, 2021 Finance Report

We are Twelve months (12) into our fiscal year with a net income of \$121,578. For more detailed information, please review the attached spreadsheet, or if you have specific questions, please call me at 307-632-0398.

- We are at 87% of our income goal.
  - We are at 72% of our expense goal.
  - Notable Line Items income or expenses
1. Income line item 3 – Membership Dues are at 94%. Rock Springs dues invoice was voided.
  2. Income line item 5 – Interest & Investments at 188%. Conservative Estimate.
  3. Income line item 7 – Annual Sponsorship is at 85%.
  4. Income line item 8 – WAM-JPIC Admin Fees is at 84%. \$5,500 is put into Convention/Winter Workshop per our agreement with JPIC for sponsorship.
  5. Income line item 12 – WGIF Income is at 163%. We had some delayed payments.
  6. Expense line item 22 – Utilities is at 93%.
  7. Expense line item 24 – Insurance/taxes/bonds is at 77%. Renewal of D&O and Crime Policies.
  8. Expense line item 25 – Custodial/lawn care/snow removal is at 112%.
  9. Expense line item 27 – IT operations/Maintenance/Software is at 92%. Renewed Capitol Impact database, Legislative tracking on website and website maintenance contract.
  10. Expense line item 24 – Audit Report is at 102%. 990 report was done after the audit.
  11. Expense line item 41-Furniture/IT Equipment is at 146%. IPAD for Dave and Laptops for Justin and Earla.
  12. Expense line item 45 – Other Expenses is at 162%. This includes car expenses, books and periodicals, bank charges and investment fees, marketing.



WAM Balance Sheet  
as of June 30, 2021

**ASSETS**

Current Assets

Petty Cash	100
WMEF Investments	16,697
WAM Checking	27,896
RBC Wealth Mgt - Cash Acct. -320-41845	8,988
RBC Wealth Mgt - Cash Acct. -309-25434	191,783
RBC Wealth Mgt - Investments - 320-41845	382,122
RBC Wealth Mgt - Investments - 309-25434	308,715
Adjustments to Investments	-104,153
Accounts Receivable-General	21,725

**Total Current Assets** 853,872

Property and Equipment

Equipment	115,829
Land	93,975
Buildings	864,984
Landscaping	514
WAM Vehicle	33,860
Accum.Depr	(512,872)

**Total Property and Equipment** 596,290

**Total Assets** 1,450,162

**LIABILITIES AND CAPITAL**

Current Liabilities

Accounts Payable- General	2,880
Sales Tax Payable	0
Payroll Tax Liability	0
SUTA Payable	0
Worker Comp	0
FUTA Payable	310
Accrued Leave	23,782

**Total Current Liabilities** 26,973

Long-Term Liabilities

Mortgage-Balance	0
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**Total Long-Term Liabilities** 0

**Total Liabilities** 26,973

Capital

Beginning Balance Equity	0
Net Assets	1,301,611
Net Income	121,578

**Total Capital** 1,423,189

WAM Balance Sheet  
as of June 30, 2021

Total Liabilities & Capital

1,450,162



WAM Income Statement  
as of June 30, 2021

	A	B	C	D	H
		Current Month Actual	Year to Date Actual	Proposed Budget	Variance Budget to Actual
1					
2	<b>INCOME</b>	<b>FY 2021</b>	<b>FY 2021</b>	<b>FY 2021</b>	
3	Membership Dues ***	0	400,722	428,047	94%
4	Building Office Space Rental	1,946	11,676	11,676	100%
5	Interest & Investments	1,914	11,257	6,000	188%
6	Summer/Winter Conventions	29,165	56,779	100,000	57%
7	Annual Sponsorship	1,000	64,302	76,000	85%
8	WAM-JPIC Administrative Fees	15,793	167,049	200,000	84%
9	Workshops/Training (HR, City Mgr/Admin, Regions, FD, BD)	0	152	5,000	3%
10	Contractor Testing Fees	0	30	0	0%
11	Wyoming Community Gas	0	3,000	3,000	100%
12	Wyoming Government Investment Fund	0	13,042	8,000	163%
13	Energy Lease Program	0	0	0	0%
14	Publication Sales	0	74	500	15%
15	<b>Total</b>	<b>49,818</b>	<b>728,083</b>	<b>838,223</b>	<b>87%</b>
16	***Dues paid except Rock Springs (2017,2018,2019,2020) Mills will pay for June 2020.				

WAM Income Statement  
as of June 30, 2021

	A	B	C	D	H
		Current Month Actual	Year to Date Actual	Proposed Budget	Variance Budget to Actual
17					
18	<b>EXPENSES</b>	<b>FY 2021</b>	<b>FY 2021</b>	<b>FY 2021</b>	
19	Personnel (Salaries, Taxes, Retirement, Part-Time Staff)	25,049	307,804	317,000	97%
20	Group Health Insurance Premiums	7,463	84,976	100,000	85%
21	Educational Services/Training	0	1,500	20,000	8%
22	Utilities	562	6,963	7,500	93%
23	Building Maintenance	0	847	4,000	21%
24	Insurance/Taxes/Bonds (Building, Notary, Property Taxes, D&O, Crime Policy)	0	16,501	21,500	77%
25	Custodial/Lawn care/Snow removal	2,228	13,452	12,000	112%
26	Telephone/Internet/Website	659	6,558	20,000	33%
27	IT Operation/Maintenance/Software	2,300	20,148	22,000	92%
28	Office Supplies	222	1,959	5,000	39%
29	Postage	0	1,994	3,000	66%
30	Printing (Directory, WAM Connection & Copies)	31	5,704	10,000	57%
31	Equipment Leases (Postage Meter/Copy Machine)	208	3,524	6,500	54%
32	Dues/Memberships/Sponsorships	0	10,582	17,000	62%
33	Interstate Travel (Workshops/Training/Meals out of state)	330	472	25,000	2%
34	Audit and Report	0	9,250	9,100	102%
35	Outside Counsel	1,500	18,007	22,000	82%
36	Legislative Relations (Legislative Fees, Travel, Meals)	5,528	56,064	68,000	82%
37	Meals	0	0	2,000	0%
38	Scholarships (Convention Registration/Lodging)	0	0	3,000	0%
39	Intrastate Workshops/Training/Travel/Meals (Regions, FD/Managers Retreats)	3,523	12,819	25,000	51%
40	Summer/Winter Conventions	7,087	6,487	100,000	6%
41	Furniture/IT Equipment	1,906	5,847	4,000	146%
42	Staff Training/Professional Development Planning	799	2,698	7,000	39%
43	Special Projects (Municipal Finance Report)	0	0	0	0%
44	ED Search Expenses from reserves	0	0	0	0%
45	Other Expenses **	521	12,351	7,623	162%
46	<b>Total</b>	<b>59,917</b>	<b>606,505</b>	<b>838,223</b>	<b>72%</b>
47	Net Income/Loss	-10,099	121,578	0	
48	**Other Expenses - Bank Charges, Books/Periodicals/Car Expenses				

WAM FY 2021  
Approved Budget

	A	E	F	G	J	L	M
1		Audited	Audited	Audited	YTD	Proposed	Variance
2	<b>INCOME</b>	<b>FY 2018</b>	<b>FY 2019 *</b>	<b>FY 2020</b>	<b>FY 2021</b>	<b>FY 2021</b>	<b>Difference</b>
3	Membership Dues	380,820	392,347	396,318	400,722	428,047	94%
4	Building Office Rental Space	11,280	10,340	12,649	11,676	11,676	100%
5	Interest & Investments	1,981	13,996	12,416	11,257	6,000	188%
6	Summer/Winter Conferences	95,139	103,916	42,255	56,779	100,000	57%
7	Annual Sponsorship	77,370	77,650	74,151	64,302	76,000	85%
8	WAM-JPIC Administrative Fees	178,507	176,141	157,068	167,049	200,000	84%
9	Workshops & Training (HR, City Mgr/Admin, Regions, Finance Directors, Board of Directors)	3,056	4,225	2,441	152	5,000	3%
10	Contract Testing	30	30	30	30	0	0%
11	Wyoming Community Gas	3,000	3,000	3,000	3,000	3,000	100%
12	Wyoming Government Investment Fund	8,107	6,834	11,115	13,042	8,000	163%
13	Energy Lease Program	0	0	0	0	0	0%
14	Publication Sales	545	539	728	74	500	15%
15	<b>Total</b>	<b>759,835</b>	<b>789,018</b>	<b>712,171</b>	<b>728,083</b>	<b>838,223</b>	<b>87%</b>
16	*Not included in 2017, 2018, 2019, 2020 Dues (Rock Springs) (2019 & most of 2020 Mills)						
17		Audited	Audited	Audited	YTD	Proposed	Variance
18	<b>EXPENSE</b>	<b>FY 2018</b>	<b>FY 2019</b>	<b>FY 2020</b>	<b>FY 2021</b>	<b>FY 2021</b>	<b>Difference</b>
19	Personnel Expense (Salaries, Taxes, Retirement, PT Staff)	331,626	284,394	295,906	307,804	317,000	97%
20	Group Health Insurance Premiums	73,737	74,542	85,507	84,976	100,000	85%
21	Educational Services	9,480	13,334	3,197	1,500	20,000	8%
22	Utilities	7,800	12,341	1,913	6,963	7,500	93%
23	Building Maintenance	1,169	1,169	1,386	847	4,000	21%
24	Insurance/Taxes/Bonds (Building, Notary, Property Taxes, D&O Crime Policy, Car Registration & Taxes)	14,453	14,307	19,066	16,501	21,500	77%
25	Custodial/Lawn Care/Snow Removal	10,593	11,635	15,173	13,452	12,000	112%
26	Telephone/Internet/Website	18,572	7,254	7,353	6,558	20,000	33%
27	IT Operations/Maintenance/Software	11,832	19,186	25,121	20,148	22,000	92%
28	Office Supplies	2,781	3,356	2,660	1,959	5,000	39%
29	Postage	2,215	2,012	1,966	1,994	3,000	66%
30	Printing (Directory, WAM Connection, Copies)	8,153	5,854	6,323	5,704	10,000	57%
31	Equipment Leases (Postage Meter, Copy Machine)	7,226	3,888	3,967	3,524	6,500	54%
32	Dues & Memberships/Sponsorship	10,998	9,993	13,052	10,582	17,000	62%
33	Interstate Travel (includes NLC, Mileage, Meals, Lodging, Car Rental /Membership Travel)	3,461	5,552	12,806	472	25,000	2%
34	Auditing (Anton Collins Mitchell)	6,600	7,000	10,000	9,250	10,000	93%
35	Outside Counsel	18,906	19,045	18,579	18,007	22,000	82%
36	Legislative Relations (Legislative Fees, Travel, Meals)	12,095	39,079	54,049	56,064	68,000	82%
37	Meals	215	308	259	0	2,000	0%
38	Scholarships (Convention Registration, Lodging)	0	0	0	0	3,000	0%
39	Intrastate Workshops/Training/Travel/Meals	12,933	9,543	25,065	12,819	25,000	51%
40	Summer/Winter Conferences	84,359	90,792	54,099	6,487	100,000	6%
41	Furniture/IT Equipment	1,214	434	865	5,847	4,000	146%
42	Staff Training/Professional Development & Planning	10,891	3,081	3,154	2,698	7,000	39%
43	Special Projects	16,786	0	0	0	0	0%
44	Executive Director Search (Includes new Vehicle & Moving Expensefor ED, Expenses for candidates)	0	48,292	0	0	0	0%
45	Other Expenses**	1,112	4,666	45,171	12,351	6,723	184%
46	<b>Total</b>	<b>679,207</b>	<b>691,057</b>	<b>706,638</b>	<b>606,505</b>	<b>838,223</b>	<b>72%</b>
47	Net Income/Loss	80,628	97,961	5,532	121,578	0	
48	** Other Expenses - Bank Charges, Books/Periodicals/Car Expenses, marketing.						

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

Casper City Hall  
Downstairs Meeting Room

Wednesday, July 28, 2021    7:00 a.m.

**AGENDA:**

- \*     1.     Consider Approval of the April 28, 2021 Meeting Minutes
  
- \*     2.     Discuss Statistical Report
  - a.     April 2021
  - b.     May 2021
  - c.     June 2021
  
- \*     3.     Consider Contract for Outside-City Water Service for James P. Hageman, 3160 Six Mile Road
  
- 4.     Project Updates:
  - a.     WWTP Emergency Power Project – Under Construction
  - b.     WWTP Boiler Project – Under Design by HDR
  - c.     Midwest Avenue Reconstruction – Elm to Walnut – Under Construction
  - d.     1st and Poplar Street Improvements – Under Design by CEPI
  - e.     Ridgecrest Drive Water Main Replacements – Under Construction
  - f.     WWTP Secondary Rehabilitation Project – Under Construction
  - g.     North Platte Sanitary Sewer Rehabilitation Project – Under Design by Jacobs
  - h.     Sewage Lift Station Emergency Generator Replacements – Under Design
  - i.     Centrifuge #1 Rehabilitation Project – Under Construction
  
- 5.     Other Business
  
- 6.     Adjournment

**Additional Information:**

- A.     Sales Tax FY2021 and FY2022 Versus Projection and Prior Year
  
- B.     Agendas and approved minutes of the Central Wyoming Regional Water System Joint Powers Board can be accessed on their website, [www.wyowater.com](http://www.wyowater.com), under the News & Notices tab, or at the following links:

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

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

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

**MEETING PROCEEDINGS**

**April 28, 2021**

**7:00 a.m.**

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

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

Absent:

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

Others:        Ric and Dorothy Durdahl

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

1.     President Bell asked for a motion to approve the minutes from the March 24, 2021 meeting. A motion was made by Board Member English and seconded by Treasurer Lawson to approve the minutes of the March 24, 2021 meeting. Motion passed.
2.     Mr. Martin asked the Board to reference the March 2021 Statistical Report in the agenda packet. Mr. Martin stated that the Total Gallons Purchased in March was 161 MG, 14 MG more than the five-year average.

Mr. Martin stated that the Fiscal Year to Date Gallons Purchased is 2.55 BG.

Mr. Martin stated that there were three water main breaks in March, which puts it at a total of twenty-one for the fiscal year. Mr. Martin stated there were sixteen water main breaks last year at this time.

Mr. Martin stated that there were no service line breaks in March, putting the fiscal year total at twelve.

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



Mr. Martin stated that there are 22,367 Active Accounts. Mr. Martin stated that the Active Accounts increased 37 from last month.

Board Member English asked if the number of accounts have been fluctuating. Mr. Martin stated that the number of accounts are stable.

3. Mr. Martin stated that 2 – 3 weeks ago, he and Mr. Beamer met with Mr. Durdahl regarding his lots on South 40<sup>th</sup> Street. Mr. Martin stated that they informed Mr. Durdahl that the policy states that the sewer main must be extended to and through the property. Mr. Martin stated that Mr. Durdahl requested an exception to the policy and was informed that staff cannot grant an exception, it is up to the Board and Council. Mr. Martin turned the time over to Mr. Durdahl.

Mr. Durdahl stated that he asked to run a sewer service line through his property to get it to where he is building his house. Mr. Durdahl stated that it is unreasonable to extend the sewer main in the road as he would have to involve the County. Mr. Durdahl stated that he met with contractors and they had no issue running the service line to the main. Mr. Durdahl stated that the average cost to run a service line to connect to the sewer main was \$5,000. Mr. Durdahl stated that it will cost \$50,000 to extend the sewer main and connect. Mr. Durdahl stated that he cannot justify the cost for just one property.

Board Member English asked if there will be one or two houses built. Mr. Durdahl stated that there will be one house built as he wants to remove the lot line and combine the lots. Mr. Durdahl stated that they are also considering a mother-in-law house.

Vice President Jones stated that he is not clear on Mr. Durdahl's sewer line proposal. Mr. Durdahl stated that he would grant himself an easement to run the sewer service line near the easement on the eastside of the property

Board Member English asked if all the lots there have easements. Mr. Durdahl stated that they do have easements, but he was told they are for electric and gas, not sewer.

Board Member Jay asked what the cost is for a 4-inch sewer line installation. Mr. Durdahl stated that it is \$5,000. Mr. Durdahl stated that the property to the south of his property is owned by a ranch so there is no other lots to develop. Board Member Jay asked if the ranch would be inclined to participate if sewer is installed. Mr. Durdahl stated that they are.

President Bell asked staff how this property was annexed without utilities. Mr. Martin stated that it is contiguous to the City limit.

Mr. Durdahl asked what the main argument is for extending the sewer main. President Bell stated that the policy is in place to prevent multiple service lines in the streets. Mr. Durdahl stated that there is no one else to connect to the sewer and it seems unreasonable to install a sewer main.

Vice President Jones asked for staff's recommendation. Mr. Beamer stated that the recommendation is to extend the sewer main to and through the property for future expansion.

Board Member English stated that the Board has to look to the future, but he can appreciate Mr. Durdahl's position.

Mr. Beamer stated that this is a Council approved policy. Board Member English stated that the Board has to look at future possibilities.

Mr. Durdahl stated that there is an argument about the City annexing properties without services. Mr. Beamer stated that properties are annexed with the intent to service.

Mr. Durdahl asked about installing a septic system instead of extending the sewer main. Mr. Martin stated that would not be allowed as a sewer main is within 300 feet from the lot line.

Mr. Durdahl stated that he is trying to get the exception in order to build a house. Mr. Durdahl stated that Mr. Martin and Mr. Beamer are the only ones against granting an exception. Mr. Martin stated that they are the only ones that have to answer to Council about granting an exception.

Council Liaison Cathey stated that Council is getting tired of exceptions that bite them in the future. Council Liaison Cathey stated that there is a 50/50 chance that the exception would be passed by Council.

Vice President Jones asked about an exception to extend the main to where the house is to be built with the understanding that they would have to participate in future development. Mr. Martin stated that the policy reads to and through the lot.

President Bell stated that if the lots are combined the main could be extended to the top of the lots. Board Member English stated that exception could be granted with the understanding they would have to participate in future development. Board Member Jay stated that a developer won't want to install mains in the frontage of the Durdahl lots. Board Member English stated that if it was in the subdivision agreement they would.

Mr. Durdahl asked why he can't do an easement on his own property for the sewer service line. Vice President Jones stated that there are shared sewer lines all over the city that are going under buildings. He stated that this policy is to prevent any new issues. Board Member English stated that the policy is in place for the future.

Vice President Jones stated that there are situations where the main has been extended far enough for a sewer main to connect to it.

President Bell asked if cleanouts will be required on the sewer main extension. Mr. Beamer stated that a manhole is required at the end of a sewer main.

President Bell stated that if the 8-inch sewer main is run ten feet past the lot line of 4001, and a manhole is installed at the end of the sewer main, it might be satisfactory. Vice President Jones stated that he could support that if there is an agreement that they participate in future development.

Vice President Jones asked if 8-in is sufficient for the sewer main extension. Mr. Beamer stated that it would be sufficient as they would be tying in to an 8-inch sewer main.

Council Liaison Cathey stated that if Mr. Durdahl is planning to build over the lot line, he will have to combine the lots. Mr. and Mrs. Durdahl thanked Council Liaison Cathey for that information and stated that they will combine the lots.

Mr. Durdahl stated that he would be happy with extending the sewer main to the lot line. Vice President Jones informed Mr. Durdahl that he would need to work with the County for a license agreement to install the sewer main in the road.

President Bell stated that the sewer main would need to be extended to the northwest corner of the lot, and would need an agreement to participate in future development. Secretary Lawson stated that they would also need to combine the lots. Board Member Jay stated that they don't necessarily need that caveat, as there will only be one residence on two lots. Mr. Durdahl stated that he wants to build two residences. Vice President Jones stated that only one service is allowed per lot. Board Member English stated that if two houses are built, the sewer main would need to be extended farther. Mr. Beamer stated that there will not be an agreement consummated with the Durdahls as this property is inside-City limits.

Secretary Lawson stated that to clarify, Mr. Durdahl will extend the sewer main to ten feet inside the bottom lot and install a manhole. Mr. Durdahl stated that he understood.

A motion was made by Board Member English and seconded by Vice President Jones to approve an exception to the policy, that Mr. Durdahl will extend the sewer main in 40<sup>th</sup> Street to ten feet after the southwest corner of 4001 Wolf Creek Road and not through the end of the lot to the south. Motion put and carried.

Mr. Durdahl asked if this will now need Council approval. Secretary Lawson stated that it would, as this is just an Advisory Board. Council Liaison Cathey stated that he thinks Council would approve this exception. Mr. Durdahl asked when it would go to Council for approval. Mr. Beamer stated that it would go to the May 18<sup>th</sup> Council meeting.

4. Mr. Martin stated that this is a request for outside-City sewer service for 5901 West Old Yellowstone Highway, which is located west of Casper. Mr. Martin stated that this property will obtain sewer service by connecting to a 21-inch sewer main that parallels West Old Yellowstone Highway. Mr. Martin stated that this agreement is for sewer only as the property has a well. Mr. Martin stated that this property is not contiguous and a Commitment to Annex is required.

President Bell asked if this property is in the Mills growth boundary. Mr. Martin stated that it is in the Casper growth boundary.

A motion was made by Board Member English and seconded by Board Member Jay to approve the Contract for Outside-City Sewer Service with J & T Properties, LLC for 5901 West Old Yellowstone Highway. Motion passed.

5. Mr. Martin reviewed the Fiscal Year 2022 budgets for Water Distribution, Wastewater Collection, and Wastewater Treatment (WWTP) with the Board. Mr. Martin stated that the Water Treatment Plant Operations Budget and the Regional Water System Agency Budget are not included as they are reviewed and approved by the Central Wyoming Regional Water System Joint Powers Board.

Mr. Martin stated that serious efforts were made to minimize increases in the FY22 operations budgets. Mr. Martin stated that due to these efforts, several minor operational line items are unchanged from FY21. Mr. Martin stated that there are overall increases to the operations budgets due to several projects previously classified as capital projects now being included in the operations budgets.

### Water Budget

#### Revenue

- a) User Fees - \$11,807,276 – This number is based on a five-year average of water sales adjusted for growth and rate increases. This figure incorporates the 2.0% rate increase granted by Council in January 2020 and the 3.0% increase granted for January 2021.
- b) Other Revenue - \$345,360 – This includes Lease Fees, Wholesale Water Sales, Hydrant Usage, Service Reconnections, Meter Sales and Installation, Construction Connections, and Miscellaneous Revenue.
- c) Interdepartmental Service - \$195,065 – This amount is unchanged from the FY21 Budget. This line item covers the salary and benefits for two Utility Worker II's assigned to Water Distribution but paid by the Water Treatment Plant Operations Budget.
- d) Interest Earned - \$243,051 – This is the amount anticipated to be received from investments.

#### Personnel Services

- a) Personnel Costs - \$2, 698,106 – This represents an increase of \$204,123 from the FY21 budget. The increases are the result of filling a Utility Worker I position that has been vacant, picking up a larger portion of the Public Services Director position, and an increase in health insurance costs. No cost of living increase is included in the FY22 budget.

## Materials and Supplies

- a) General Supplies and Materials - \$279,140 – This is an increase of \$115,300 over the FY21 budget. The increase is a result of adding new meters, signs and barricades, building supplies, vehicle supplies, and engineering supplies to this line. General supplies and materials include the following:
- \$43,840 – Miscellaneous materials and supplies
  - \$120,000 – Meter repair parts
  - \$100,000 – New Meters and ERT's – moved from the Capital budget
  - \$4,800 – Building supplies
  - \$6,000 – Vehicle supplies
  - \$4,000 – Signs and Barricades
  - \$500 – Engineering Supplies
- b) Postage and Printing - \$3,050 – Unchanged from FY21.
- c) Bulk Water - \$6,992,403 – This represents an increase of \$332,972 from FY21. The RWS rate model uses average water production over a five-year cycle. This budgetary figure represents the wholesale water charges to Casper from the Regional Water System.
- d) Electricity - \$377,500 – This amount is an increase of \$25,200 from the FY21 budget. Electrical usage is greatly dependent upon summertime water sales.
- e) Natural Gas - \$9,000 – Unchanged from FY21.
- f) Gas/Fuel - \$63,000 – This is a decrease of \$2,443 from the FY21 budget. The meter services fuel budget was decreased to reflect true usage.
- g) Water/Sewer Line Materials - \$95,000 – Unchanged from the FY21 budget. President Bell asked why there is Sewer materials in the Water Fund. Mr. Martin stated that Water Distribution does sewer taps.
- h) Booster Station Supplies - \$10,000 – Unchanged from the FY21 budget.
- i) Technology Supplies - \$9,500 – This is for computer and tablet replacements. Previously, this item was included in the capital budget, it will now remain a part of the operations budget. Council Liaison Cathey asked why this was moved. Mr. Martin stated that it was moved by the Finance Department, as the Capital Purchase Policy is \$5,000 and above, and this is for smaller purchases.
- j) Maintenance/Repair Non-Contract - \$3,500 – Unchanged from the FY21 budget.
- k) Clothing Allowance - \$3,500 – Unchanged from FY21. This line has moved from personnel to materials and supplies.

## Contractual Services

- a) Investment Services - \$30,223 – This is a \$164 decrease from the FY21 budget.
- b) Other Contractual - \$291,700 – This line item increased by \$111,000 from the FY21 budget mainly due to the addition of water rights analysis, and standard specs updated to this line. In the past, these intangible items would have been included in the capital budget. Other Contractual contains the following:
- \$12,000 – Other Contractual – Monies for yearly CCRs, yearly license fees, etc.
  - \$50,000 – Laboratory Testing – Lab Test Fees
  - \$ 750 – Bureau of Reclamation – CAID Administration Charges
  - \$75,000 – CAID – Yearly rehabilitation and betterment charge
  - \$ 5,000 – NCCD – Yearly funding for workshops, water conservation
  - \$20,000 – PMP Readiness – Pathfinder Water Standby Charges
  - \$ 3,000 – AVL Support Services – Charge for automated vehicle location
  - \$ 2,000 – Dispatch Services – Water Fund share of PSCC
  - \$ 5,500 – Locate Service – Charge for Locate Service (One-Call)
  - \$ 2,700 – Public Outreach – Budget for radio, brochure, press releases, etc.
  - \$ 750 – Meter Services – Misc. Fees
  - \$75,000 – Water Rights Analysis – Water Rights Consultant – from capital budget
  - \$40,000 – Standard Specifications Update – in past would be in Intangibles in the capital budget
- c) Interdepartmental Services - \$743,376 – This represents a decrease of \$41,078 from the FY21 budget. This line item represents transfers to the General Fund for services such as Human Resources, Administrative Services (Billing & Collection), Information Technology, GIS Services, City Attorney, Buildings & Grounds, Central Records, Central Garage, and City Administration Fees.) Decreases were seen in finance and customer service budgets. Some costs are based on number of employees, or average number of work orders for the Division.
- d) Professional Services - \$205,000 – This is an increase of \$197,000 from the FY21 budget. Street repairs and instrumentation have been added to the line from materials and supplies. This line is for the following:
- \$190,000 – Street Repairs – Street repairs from main breaks
  - \$ 8,000 – Compaction Testing – Compaction testing from various projects
  - \$ 7,000 – Instrumentation – Repair of instrumentation items
- e) Maintenance Agreements - \$14,900 – Unchanged from the FY21 budget and is mainly used for software licenses.
- f) Laundry and Towel Service - \$1,000 – Unchanged from the FY21 budget.



## Debt Service

a) Principal Payments - \$652,867 – This reflects the Principal for the various DWSRF loans per the amortization schedules.

- SRF Loan #015 (2002 Mains) - \$ 91,584
- SRF Loan #025 (2003 Mains) - \$ 89,350
- SRF Loan #036 (2004 Mains) - \$ 85,045
- SRF Loan #046 (Downtown Mains) - \$ 82,971
- SRF Loan #051 (Meter Replacements) - \$ 31,363
- SRF Loan #055 (2006 Mains) - \$ 80,947
- SRF Loan #062 (Zone II – Phase II) - \$ 62,075
- SRF Loan #089 (2.5% Area Wide Water) - \$122,924
- SRF Loan #089 (0% Area Wide Water) - \$ 6,608

b) Interest Expense - \$102,356 – This reflects the interest expense for the various DWSRF loans per the amortization schedules:

- SRF Loan #015 (2002 Mains) - \$ 4,636
- SRF Loan #025 (2003 Mains) - \$ 6,870
- SRF Loan #036 (2004 Mains) - \$ 11,176
- SRF Loan #046 (Downtown Mains) - \$ 13,250
- SRF Loan #051 (Meter Replacements) - \$ 5,009
- SRF Loan #055 (2006 Mains) - \$ 15,274
- SRF Loan #062 (Zone II – Phase II) - \$ 11,713
- SRF Loan #089 (2.5% Area Wide Water) - \$ 34,428
- SRF Loan #089 (0% Area Wide Water) - \$ 0

## Other Costs

a) Bad Debt - \$7,000 – Unchanged from FY21.

b) Travel/Training - \$20,500 – This represents an increase of \$550 over the FY21 budget. The increase is due to increased training for cross connection and NACE (corrosion) certifications.

c) Insurance and Bonds - \$68,217 – This represents an increase of \$6,741 from the FY21 budget.

d) Dues and Subscriptions - \$5,600 – Unchanged from the FY21 budget.

## Utility Expense

a) Communication - \$24,500 – Unchanged from the FY21 budget.

b) Refuse Collection - \$3,000 – Unchanged from the FY21 budget.

### Capital Revenue

- a) System Development Charges - \$154,000 – This fee, charged to all new connections, is unchanged from the FY21 budget.
- b) Operating Transfers In - \$2,500,000 – This represents \$2,500,000 of monies for water main replacements.

### Capital - New

- a) Improvements Other Than Buildings - \$85,000 – This is for Oversizing Reimbursements for Developers. This is a best guess estimate for reimbursing Developers for installing oversized mains in accordance to the City's Water Master Plan.
- b) Technologies - \$2,500 – This expense is for two new field tablets for GIS use.

### Capital - Replacement

- a) Buildings - \$7,000 – This is for floor tile replacement at the Water Distribution Garage.
- b) Improvements Other Than Buildings - \$3,332,000 – This represents the following:
  - Pavement - \$175,000 – Internal Public Utilities Water Main Replacement Program.
  - Water Line Materials - \$100,000 – Internal Public Utilities Water Main Replacement Program.
  - Miscellaneous Water Main Replacement Program - \$2,500,000 – Contracted Water Main Replacements.
  - Pump & Control Valves - \$50,000 – Pump, valve, and meter replacements at various City booster stations.
  - Sun I South Tank Exterior Coating - \$310,000
  - CY Tank Interior Coating - \$185,000
  - WDG Facility Entrance Sign - \$12,000
- c) Light Equipment - \$119,400 – This represents:
  - Flat Bed Dump Truck - \$57,200
  - Compressor Truck - \$62,200
- d) Heavy Equipment - \$102,200 – This is for the replacement of one backhoe.
- e) Technologies - \$5,000 – This is for replacement of the existing copier.

## Summary

Budgeted operating revenue for the Water Distribution Fund increased by \$212,335 from the FY21 budget. FY22 Water Distribution operations expenses are 6.8% above the FY21 budget.

The FY22 total Water Fund budget indicates a deficit of approximately \$1.1 M. Close attention will need to be paid to cash flow projections, and capital projects may have to be adjusted accordingly. There will be a draw down on reserves.

Secretary Lawson asked if the \$2.5 M is included in the 1% capital projects. Mr. Beamer stated that Capital projects have already been discussed with Council and this was included.

## Sewer Budget

### Revenue

- a) User Fees - \$6,164,127 – This number is based on a five-year average of sewer sales adjusted for growth and rate increases. This figure incorporates the 6% rate increase granted by Council in January 2020 and a 6% rate increase for January 2021.
- b) Administrative Fees - \$194,673 – This fee (Sewer Collection Charges and Sewer Administration Charges), are calculated and allocated out to the Wholesale Wastewater System Customers per the Regional Wastewater System “Interagency Agreement.” These fees are expended out of the Wastewater Treatment Plant Fund and serve as Revenue to the Sewer Fund.

### Personnel Services

- a) Personnel Costs - \$915,577 – This represents an increase of \$27,085 from the FY21 budget. This increase is the result of health insurance costs.

### Materials and Supplies

- a) General Supplies and Materials - \$33,950 – This is an increase of \$21,400 from the FY21 budget. The increase comes from adding programs and projects, vehicle supplies, and engineering supplies to this line. General Supplies and Materials includes the following:
  - \$ 600 – Miscellaneous materials and supplies
  - \$ 900 – Vehicle supplies
  - \$ 3,050 – Office Supplies
  - \$ 3,000 – Safety Supplies
  - \$ 4,100 – Small Tools and Supplies
  - \$ 800 – Postage and Shipping

- \$ 1,000 – Chemicals
  - \$ 500 – Engineering Supplies
  - \$20,000 – Programs and Projects – Stormwater – was classified as capital
- b) Postage and Printing - \$1,000 – Unchanged from the FY21 budget.
  - c) Electricity - \$6,500 – Unchanged from the FY21 budget.
  - d) Natural Gas - \$350 – This is a \$100 increase from the FY21 budget.
  - e) Gas/Fuel - \$15,000 – This amount is an increase of \$1,824 from the FY21 budget.
  - f) Water and Sewer Line Materials - \$4,000 – Unchanged from the FY21 budget.
  - g) Lift Station Supplies - \$6,200 – Unchanged from the FY21 budget.
  - h) Maintenance/Repair - \$16,500 – This is a \$10,000 increase from the FY21 budget. The increase is from adding vector supplies to this line from the capital budget.
  - i) Clothing Allowance - \$1,800 – Unchanged from the FY21 budget and has moved from the personnel line.
  - j) Technology Supplies - \$2,500 – This line is for the replacement of computers and tablets. This line has moved from capital to general supplies.

#### Contractual Services

- a) Investment Services - \$11,493 – This is a decrease of \$115 from the FY21 budget.
- b) Other Contractual - \$62,500 – This line item increased by \$40,000 from the FY21 budget due to the standard specifications update. Other Contractual contains the following:
  - \$ 1,500 – Other Contractual – Monies for yearly CCRs, yearly license fees, etc.
  - \$ 3,500 – Railroad Easements
  - \$ 1,800 – AVL Support Service – Charge for automated vehicle location
  - \$ 5,500 – Software Support, Sewer Model, Pipelogix, etc.
  - \$ 2,000 – Dispatch Services – Sewer Fund share of PSCC
  - \$ 4,000 – Locate Service – Charge for Locate Services (One-Call)
  - \$ 2,700 – Public Outreach – Budget for radio, brochure, press releases, etc.
  - \$ 1,500 – 33 Mile Flushing – Sewer System Flushing
  - \$40,000 – Standard Specifications Update – split between Water and Sewer.

Board Member English asked how often the Standard Specifications are updated. Mr. Martin stated they were last updated in 2006. Board Member English asked if they will be updating the National Standards. Mr. Martin stated they are

updating the State, DEQ, and City Standards. Mr. Beamer stated that it just some cleanup in the Standards, and he does not believe it will cost the total \$80,000.

- c) Interdepartmental Services - \$309,259 – The FY22 budget represents a decrease of \$6,554 from the FY21 budget. This line item represents transfers to the General Fund for services such as Human Resources, Administrative Services (Billing & Collection), Information Technology, GIS Services, City Attorney Fees, Buildings & Grounds, Central Records, Central Garage, and City Administration Fees.
- d) Laundry and Towel Service - \$3,400 – This represents an increase of \$300 over the FY21 budget.

#### Other Costs

- a) Bad Debt - \$2,500 – Unchanged from the FY21 budget.
- b) Travel/Training - \$10,100 – Unchanged from the FY21 budget.
- c) Insurance and Bonds - \$23,804 – This represents a decrease of \$852 from the FY21 budget.
- d) Dues and Subscriptions - \$1,045 – Unchanged from the FY21 budget.
- e) Stormwater Operations & Education - \$16,000 – Unchanged from the FY21 budget.

#### Utility Expense

- a) Communication - \$5,000 – Unchanged from the FY21 budget.
- b) Sewer Treatment - \$5,291,366 – This is an increase of \$630,556 from the FY21 budget. This is the City's budgeted wholesale cost for sewer treatment services from the Regional Wastewater system. The budgeted expense is based upon the "Interagency Agreement" cost accounting formula. The large increase is from moving several items from the capital budget to the operations budget.

#### Debt Service

- a) There is no debt service in the Sewer Fund.

#### Capital Revenue

- a) Improvements Other Than Buildings - \$35,000 – This is a best guess estimate for reimbursing Developers for installing oversized mains in accordance to the City's Sewer Master Plan.

#### Capital Replacement

- a) Improvements Other Than Buildings - \$1,035,000 – This includes the following:
- Manhole and Main Replacements - \$1,000,000 – Contracted Sewer Main Rehabilitation/Replacement.
  - Sewage Pump Replacement - \$35,000
- b) Light Equipment - \$80,200 – This is for the replacement of a service truck.
- c) Technologies - \$54,500 – This includes the following:
- Sewage Lift Station Communication Upgrade - \$25,000 – This is to upgrade five sewage lift stations to radio communication.
  - Pipelogix Software - \$14,500
  - Jetscan Camera - \$15,000

### Summary

Budgeted operating revenue for the Sewer Fund increased by \$312,306 from the FY21 budget. Sewer Fund operations expenses are 12.1% above the FY21 budget. The majority of this increase is from moving typical capital expenditures into the operations budget. Additionally, a significant increase is expected for Regional Wastewater Treatment expense.

The major capital project expense in FY22 will be the \$1 M Miscellaneous Sewer Main Rehabilitation/Replacement Project. The FY22 capital Sewer Fund budget is \$427,650 more than last year and is in line with the most recent rate model. The Sewer Fund anticipates receiving \$500,000 of 1%#16 funds in FY22.

The FY22 total Sewer Budget indicates a deficit of \$943,000, which will come from Reserves. Close attention will need to be paid to cash flow projections and capital projects may have to be adjusted accordingly.

### **Wastewater Treatment Plant Budget**

#### Revenue

- a) Septic Tank/Commercial Sump Waste Charges - \$350,000 and \$90,000 – This represents status quo for the Septic Tank Waste Charge revenue and a \$30,000 decrease for the Sump Waste Charge revenue. These projections have been made based on FY21 budget actuals.
- b) Intergovernmental User Charges - \$6,623,237 – This represents an increase of \$681,428 from the FY21 Budget. These revenues are budgeted for wholesale sewer usage of the Regional Wastewater System in accordance to the cost accounting formula in the “Interagency Agreement”. There are eleven wholesale customers of the Regional Wastewater System.

### Personnel Services

- a) Personnel Costs - \$1,538,149 – This is an increase of \$79,181 from the FY21 budget. The increase can be attributed to health insurance costs and an increased portion of the Public Services Director position. Additionally, a portion of the Public Utilities Manager and Administrative Technician salary now come directly out of this fund rather than through the Interdepartmental Charge.

### Materials and Supplies

- a) General Supplies and Materials - \$120,000 – This is a decrease of \$18,500 from the FY21 budget. The decrease was made in other structures and supplies. General supplies and materials includes the following:
- \$ 3,000 – Office Supplies
  - \$ 5,000 – Misc. Supplies
  - \$10,000 – Safety Equipment and Supplies
  - \$ 8,500 – Lubricants
  - \$60,000 – Machinery Supplies
  - \$ 5,000 – Small Tools and Supplies
  - \$12,000 – Lab Supplies
  - \$16,500 – Other Structures/Building Supplies
- b) Postage and Printing - \$3,000 – Unchanged from the FY21 budget.
- c) Electricity - \$350,000 – Unchanged from the FY21 budget.
- d) Natural Gas - \$71,000 – Unchanged from the FY21 budget.
- e) Gas/Fuel - \$15,000 – Unchanged from the FY21 budget. This is for fuel for the generators.
- f) Chemicals - \$348,000 – Unchanged from the FY21 budget.
- g) Lift Station Supplies - \$14,000 – Unchanged from the FY21 budget.
- h) Technology Supplies - \$7,500 – This amount is unchanged from the FY21 budget; however, this line has moved from capital to operations.
- i) Maintenance/Repair - \$145,000 – This is a new line in the operations budget. In the past, these items have been included in the capital budget. Included are the following:
- \$50,000 – UV Disinfection Equipment
  - \$10,000 – Meter Station Components
  - \$75,000 – Plant Valves and Piping



- \$10,000 – Lighting System Components
- j) Clothing Allowance - \$1,200 – This amount is unchanged from FY21 and has moved from the personnel line.

Contractual Services

- a) Professional Services - \$25,000 – Unchanged from the FY21 budget. This line is for instrumentation repair.
- b) Investment Services - \$14,231 – This is a decrease of \$285 from the FY21 budget.
- c) Maintenance Agreements - \$38,160 – This is an increase of \$17,000 from the FY21 budget. The increase is from the addition of cleaning services. This line includes the following:
- \$ 4,500 – CMMS Software
  - \$ 2,400 – Operations Data Tracking Software
  - \$ 1,000 – Laser Alignment Tool Calibration
  - \$ 1,000 – Fire Sprinkler System Inspection
  - \$ 1,200 – Fire Extinguisher Inspection/Exchange
  - \$ 3,000 – HVAC Service
  - \$ 3,500 – Crane Inspections
  - \$ 1,500 – Copier Maintenance/Lease
  - \$ 1,000 – Lab Equipment Certification
  - \$ 2,000 – Instrumentation – Contractual
  - \$17,000 – Professional Cleaning Services
- d) Other Contractual - \$149,500 – This amount is an increase of \$110,000 from the FY21 budget. The increase is for digester cleaning to take place in FY22. Other Contractual contains the following:
- \$ 1,000 – Legal Services
  - \$ 30,000 – NCCD Funding Agreements
  - \$ 1,500 – Railroad Easements
  - \$ 4,000 – Other Misc. Contractual
  - \$ 3,000 – Public Outreach
  - \$110,000 – Digester Cleaning – Not an annual cost
- e) Interdepartmental Services - \$657,477 – The FY22 budget represents an increase of \$201,223 from the FY21 budget. This line item represents transfers to the General Fund for Services such as Human Resources, Administrative Services (Billing & Collection), Information Technology, GIS Services, City Attorney Fees, Buildings & Grounds, Central Records, Central Garage, and City Administration Fees.
- f) Laundry and Towel Service - \$8,000 – Unchanged from the FY21 budget.

- g) Testing - \$30,000 – Unchanged from the FY21 budget and is for DEQ/EPA lab testing requirements.

#### Other Costs

- a) Travel/Training - \$7,500 – Unchanged from the FY21 budget.
- b) Insurance and Bonds - \$39,841 – This represents an increase of \$9,107 from the FY21 budget.

#### Debt Service

- a) Principal Payment - \$729,751 – This reflects the Principal amounts for four CWSRF loans per the amortization schedules.

- CWSRF Loan #27 (2008 WWTP Imp.) - \$566,630
- CWSRF Loan #128 (Biosolids Turner) - \$ 13,737
- CWSRF Loan #127 (Phase 1 WWTP Imp.) - \$ 90,802
- CWSRF Loan #127S (Emergency Power Supply) - \$ 58,582

- b) Interest Expense - \$331,147 – This reflects the Interest expense for CWSRF loans per the amortization schedules.

- CWSRF Loan #27 (2008 WWTP Imp.) - \$106,915
- CWSRF Loan #128 (Biosolids Turner) - \$ 0
- CWSRF Loan #127 (Phase 1 WWTP Imp.) - \$122,278
- CWSRF Loan #127S (Emergency Power Supply) - \$101,954

#### Capital – New

- a) None for FY22.

#### Capital – Replacement

- a) Improvements Other Than Buildings - \$1,735,000 – This includes the following:

- Security - \$30,000 – Cameras, door security, etc.
- Lift Station Generator Replacement - \$90,000 – The existing emergency generators are 30+ years old and require replacement.
- Primary Sludge Pump Replacement - \$15,000 – The three primary sludge pumps are utilized to pump primary sludge from the primary clarifiers to the gravity thickener. The existing piston pumps are 34 years old, are inefficient, and are requiring more frequent rebuilds.
- HVAC System Replacements - \$150,000 – This is to replace HVAC units on the dewatering building.
- Centrifuge Sludge Feed Pump Rebuild - \$10,000

- Large Boiler Installation - \$1,400,000 – This project is re-budgeted from FY21 and is to add a large boiler in the digester control building. Previous bids were over budget.
  - DAFT Pressure Tank Replacement - \$40,000 – This is to replace one DAFT pressure tank.
- b) Light Equipment - \$161,000 – This is for the following:
- Unanticipated Equipment Replacements - \$125,000 – This is to replace critical equipment that fails unexpectedly during the year. This is an old Wastewater Treatment Plant where equipment will fail unexpectedly, needing immediate replacement or renovation.
  - Utility Cart Replacement - \$12,000
  - Industrial Riding Mower - \$12,000 – Skidsteer attachment for aerating the drying beds.
  - Roll-off Box Replacement - \$12,000
- c) Technologies - \$25,000 – Sewage Lift Station Communication Upgrade. This project is to upgrade five lift stations to radio communication.

### Summary

Budget operating revenue for the WWTP Fund increased by \$639,000 from the FY21 budget. The increase is due to user fee increases stemming from an operations budget increase. FY21 WWTP fund operations expenses are 17.7% above the FY21 budget. The majority of this increase is from moving typical capital expenditures into the operations budget. Additionally, a digester cleaning project is expected to take place in FY22.

The total FY22 WWTP budget shows a surplus of approximately \$365,000.

Board Member Jay clarified that staff is trying to keep operations status quo, in addition to the increase from the project transfers from Capital. Mr. Martin stated that was correct.

Board Member Jay stated that in this economy, salaries can't be kept stagnant and asked how a cost of living increase would affect rates. Mr. Martin stated that the North Platte Sanitary Sewer Rehabilitation Project costs have increased to \$13 M due to the increased costs of materials, etc. Mr. Martin stated that if upcoming projects are set aside for the future, it will greatly affect the rates.

Board Member English asked if the amount for Natural Gas is sufficient. Mr. Martin stated that historic usage was used to get a budgetary figure; there should be enough cushion to cover the costs. President Bell stated that the cost of natural gas has increased. Mr. Martin stated that the figure was increased from last year.

6. In other business:

- a. President Bell asked if the tanks are in service. Mr. Martin stated that the Wardwell Tank roof was replaced and the tank is in service. Mr. Martin stated that the WTP 2.6 MG tank roof was removed yesterday.

President Bell asked if the Tower Tank is in service. Mr. Martin stated that the Tower Tank is out of service for a warranty inspection. Mr. Martin stated that there are a couple of repairs that are needed.

- b. President Bell asked about the WWTP emergency generator project. Mr. Martin stated that the transformer is ordered and he hopes to be back on utility service soon.
- c. President Bell asked if there will be a meeting in May. Mr. Martin stated that it is possible, if so, it will be held on May 26<sup>th</sup>, and would be a short meeting.
- d. Mr. Martin asked the Board to reference the Sales Tax Chart in the agenda packet. Council Liaison Cathey stated that the sales tax lags; the March figure is for January spending. Council Liaison Cathey stated that the stimulus checks increased spending. Mr. Martin stated that the Sales Tax Chart will be included with the agenda packet each month. Council Liaison Cathey stated that the chart is updated the first week of each month.
- e. Board Member Jay asked if the Federal stimulus for infrastructure is something that the City will be able to get. Mr. Martin stated that staff is getting information on this stimulus; he is not sure if it is loans or what. Mr. Martin stated that the City will try to get what they can.

Board Member English asked if the City received any of the CARES Act funding. Mr. Martin stated that the City received some funds from the first stimulus, but he is unsure how it will be allocated. Board Member English asked if any of the funds will be allocated to Utilities. Mr. Martin stated that some funds were allocated to Utilities for employees who were off due to COVID, and for PPE and cleaning supplies.

A motion was made by Vice President Jones and seconded by Board Member English to adjourn the meeting at 8:43 a.m. Motion passed.

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Secretary

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

	<u>THIS MONTH</u>	<u>LAST MONTH</u>	<u>YEAR AGO THIS MONTH</u>	<u>THIS FISCAL YEAR TO DATE</u>	<u>LAST FISCAL YEAR TO DATE</u>
<b>TOTAL GALLONS PURCHASED</b>	153,934,463	161,100,526	143,293,560	2,755,640,477	2,700,407,194
<b>NEW SERVICES</b>	9	3	12	85	86

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

<b>PRECIPITATION (Inches)</b>	0.87	2.83	1.28	6.02	9.62
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**REPAIRS**

	<u>THIS MONTH</u>	<u>LAST MONTH</u>	<u>YEAR AGO THIS MONTH</u>	<u>THIS FISCAL YEAR TO DATE</u>	<u>LAST FISCAL YEAR TO DATE</u>
<b>WATER MAIN BREAKS</b>	1	3	3	22	19
<b>SERVICE LINE BREAKS</b>	2	0	2	14	5
<b>SEWER MAIN STOPPAGES</b>	0	1	1	9	9

**NUMBER OF ACTIVE ACCOUNTS**

	<u>THIS MONTH</u>	<u>LAST MONTH</u>	<u>YEAR AGO THIS MONTH</u>
<b>DOMESTIC (WATER &amp; SEWER)</b>	19,770	19,817	20,158
<b>COMMERCIAL (WATER &amp; SEWER)</b>	1,683	1,686	1,738
<b>OUTSIDE CITY (WATER RES)</b>	494	494	500
<b>OUTSIDE CITY (WATER-COMM)</b>	125	129	134
<b>IRRIGATION ONLY</b>	241	241	281
<b>TOTAL NUMBER OF ACCOUNTS</b>	22,313	22,367	22,811

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

	<u>THIS MONTH</u>	<u>LAST MONTH</u>	<u>YEAR AGO THIS MONTH</u>	<u>THIS FISCAL YEAR TO DATE</u>	<u>LAST FISCAL YEAR TO DATE</u>
<b>TOTAL GALLONS PURCHASED</b>	220,585,074	153,934,463	284,189,805	2,976,225,551	2,984,596,999
<b>NEW SERVICES</b>	10	9	10	95	96

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

<b>PRECIPITATION (Inches)</b>	0.60	0.87	0.30	6.62	9.92
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**REPAIRS**

	<u>THIS MONTH</u>	<u>LAST MONTH</u>	<u>YEAR AGO THIS MONTH</u>	<u>THIS FISCAL YEAR TO DATE</u>	<u>LAST FISCAL YEAR TO DATE</u>
<b>WATER MAIN BREAKS</b>	0	1	0	22	19
<b>SERVICE LINE BREAKS</b>	2	2	0	16	5
<b>SEWER MAIN STOPPAGES</b>	2	0	1	11	10

**NUMBER OF ACTIVE ACCOUNTS**

	<u>THIS MONTH</u>	<u>LAST MONTH</u>	<u>YEAR AGO THIS MONTH</u>
<b>DOMESTIC (WATER &amp; SEWER)</b>	19,781	19,770	20,164
<b>COMMERCIAL (WATER &amp; SEWER)</b>	1,680	1,683	1,739
<b>OUTSIDE CITY (WATER RES)</b>	495	494	500
<b>OUTSIDE CITY (WATER-COMM)</b>	126	125	134
<b>IRRIGATION ONLY</b>	244	241	281
<b>TOTAL NUMBER OF ACCOUNTS</b>	22,326	22,313	22,818

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

	<u>THIS MONTH</u>	<u>LAST MONTH</u>	<u>YEAR AGO THIS MONTH</u>	<u>THIS FISCAL YEAR TO DATE</u>	<u>LAST FISCAL YEAR TO DATE</u>
<b>TOTAL GALLONS PURCHASED</b>	631,984,867	220,585,074	596,230,136	3,608,210,418	3,580,827,135
<b>NEW SERVICES</b>	5	10	11	100	107

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

<b>PRECIPITATION (Inches)</b>	1.97	0.60	0.30	8.59	10.22
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**REPAIRS**

	<u>THIS MONTH</u>	<u>LAST MONTH</u>	<u>YEAR AGO THIS MONTH</u>	<u>THIS FISCAL YEAR TO DATE</u>	<u>LAST FISCAL YEAR TO DATE</u>
<b>WATER MAIN BREAKS</b>	1	0	2	23	21
<b>SERVICE LINE BREAKS</b>	2	2	2	18	7
<b>SEWER MAIN STOPPAGES</b>	1	2	0	12	10

**NUMBER OF ACTIVE ACCOUNTS**

	<u>THIS MONTH</u>	<u>LAST MONTH</u>	<u>YEAR AGO THIS MONTH</u>
<b>DOMESTIC (WATER &amp; SEWER)</b>	19,757	19,781	20,175
<b>COMMERCIAL (WATER &amp; SEWER)</b>	1,689	1,680	1,740
<b>OUTSIDE CITY (WATER RES)</b>	496	495	500
<b>OUTSIDE CITY (WATER-COMM)</b>	129	126	134
<b>IRRIGATION ONLY</b>	251	244	281
<b>TOTAL NUMBER OF ACCOUNTS</b>	22,322	22,326	22,830

July 22, 2021

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

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

SUBJECT: Authorizing a Contract for Outside-City Water Service with James P. Hageman

**Meeting Type & Date**

CPU Advisory Board Meeting  
July 28, 2021

**Action Type**

Approval

**Recommendation**

That the CPU Advisory Board authorize a Contract for Outside-City Water Service with James P. Hageman.

**Summary**

This contract provides Outside-City water service for 3160 Six Mile Road, a parcel of land located west of Casper off Six Mile Road, approximately ¾ of a mile north of Highway 20/26. The property will obtain water service by connecting to the 12-inch Airport waterline that crosses the property. A curb stop and meter pit will be located near the water main with City ownership and responsibility ending at the curb stop. The Owners will furnish, install, own, and maintain the meter pit and water service line from the curb stop to the residence.

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

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

**Financial Considerations**

No financial considerations

**Oversight/Project Responsibility**

Bruce Martin, Public Utilities Manager

**Attachments**

Agreement  
Commitment to Annex

James P. Hageman  
Contract for Outside-City Water Service



## CONTRACT FOR OUTSIDE-CITY WATER SERVICE

THIS AGREEMENT is made, dated, and signed this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Casper, Wyoming, a municipal corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as “City”, and James P. Hageman, 935C Gray Rocks Road, Fort Laramie, Wyoming 82212; hereinafter referred to as “Owner.”

### RECITALS

- A. Owner is the owner of certain land as described in Exhibit “A”, attached hereto and made a part of this agreement, being Lot 2 of the B&L Industrial Acres Subdivision, a portion of the NE1/4 NE1/4 of Section 28, Township 34 North, Range 80 West of the 6th P.M., in Natrona County, Wyoming, with an address of 3160 Six Mile Road, which is not within the corporate limits of the City of Casper; and,
- B. Owner desires to obtain water service from City for such property as described in Exhibit “A”; and,
- C. Owner can connect by a service line into the 12-inch water main located adjacent to the property; and,
- D. Owner and City have agreed to such outside-city water service under the terms and conditions of this Agreement.

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

- 1. Service
  - a. The property served shall be limited to that described in Exhibit “A.” No other properties shall be served without the express permission of the City Council of the City of Casper.
  - b. Owner shall be allotted one (1), water service connection and meter to the property shown on Exhibit “A.” No other properties may be served from this connection.
  - c. The water service line curb box shall be installed approximately ten (10) feet from the transmission line. A meter pit and water meter shall be installed by Owner immediately downstream of the curb box.
  - d. The City shall own, operate, and maintain the individual 1-inch service line to the curb stop. The Owner shall install, own, operate, and maintain the meter pit and the water service line beyond the curb stop.
  - e. The Owner shall be responsible for obtaining easements from other property owners for the water service line as needed at its sole cost and expense.

2. Right of Inspection

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

3. Charges for Service

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

4. Regulation

- a. Water service to be provided shall be only to the extent provided for herein and to the extent that said water service is available and above that which is necessary to satisfy the needs of the incorporated area of the City of Casper. In times of drought, extreme demand, or facility failure, water service may not be available.
- b. Owner shall make the necessary provisions so that each building to be served shall have a pressure reducing valve limiting pressure to a maximum of 60 psi, and shall encourage all residents to adhere to the following water saving device recommendations: toilets with a maximum flush of 3 1/3 gallons; aerators which provide for a maximum flow of 1 gpm on all bathroom sinks; and water saving shower heads to limit flow to maximum 3.0 gpm.

- c. The Owner agrees to abide by the rules and regulations of the City regarding the use of its water and sewer facilities, all relevant ordinances of the City of Casper relating to water and sewer service; all other state and federal laws, rules, and regulations including, but not limited to, all provisions of the Federal Pretreatment Regulations (40CFR, Part 403), and all City ordinances relating to industrial pretreatment.

5. Fire Flows

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

6. Construction Term

The Owner shall be allowed two (2) years from the time of consummation of this Agreement to complete the water service line construction and necessary improvements. Should the construction not be completed within this time period, this Agreement shall automatically become null and void.

7. Annexation

The Owner hereby agrees to annex its property to the City upon the request of the City Council, or upon a property owner's petition for the annexation thereof. The Owner and its mortgagee(s) shall execute a commitment to annex its property to the City of Casper on a form acceptable to the City of Casper. The commitment to annex form shall be executed concurrently with this agreement. It shall provide that

the commitment to annex shall be binding upon the Owner and its mortgagee(s), their heirs, successors, and assigns forever, and shall be included in every sale, conveyance or mortgage involving the above-described property. It shall further run with and bind the real property described and set forth in Exhibit "A." This Agreement shall terminate, and be null and void between the parties, and the City shall have the right to terminate all services provided under this Agreement if the Owner fails to annex its property to the City within one (1) year after being requested to do so by the City Council, or within one (1) year after the City Council's approval of a property owner's petition for the annexation thereof.

8. Future Improvements

- a. The Owner agrees to participate in future water system, sewer system, street improvements, sidewalk improvements, street lighting improvements, and other needed municipal improvements on Grey Cloud and Six Mile Roads at the request of the City Council of Casper. The participation may be with the City of Casper, an Improvement and Service District, a Water and Sewer District, or a private developer.
- b. Future design and construction costs include, but are not limited to, planning, design, construction, land acquisition, financing, and legal.
- c. The Owner agrees to and hereby waives any statutory right to protest the commitment to participate in future water system, sewer system, street, sidewalk, street lighting, or other needed municipal system improvements. The Owner further agrees to and hereby waives any statutory right to protest the creation of a Local Assessment District, an Improvement and Service District, or a Water and Sewer District established for the purpose of street, sidewalk, street lighting, or other needed municipal improvements which would encompass his property.
- d. This commitment to participate in future water system, sewer system, street, sidewalk, street lighting, or other municipal improvement design and construction shall be included in every sale, conveyance, or mortgage involving the above described property and shall be binding upon the current owners and mortgagees, and all heirs, successors in interest and assigns. This commitment shall be binding upon and run with the land set forth herein.

9. Discontinuance of Utility Services/Remedies

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

costs, and litigation costs if the City must enforce the provisions of this Agreement in a court of law.

10. General Provisions

- a. Successors, Assigns and Recording: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property and set forth in Exhibit "A" attached hereto, and shall be recorded in the Natrona County real estate records by the City at the Owner's sole cost and expense. The Owner shall not assign this Agreement or otherwise subcontract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.
- e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.
- f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.
- g. No Third Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to

perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

h. Severability: If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Severability provision should materially and adversely affect the economic substance of the transactions contemplated hereby, the Party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to the misconduct by the Party seeking such compensation.

i. Notices: Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Owner Info	City of Casper
James P. Hageman	Attn: Public Services Director
935C Gray Rocks Road	200 North David
Fort Laramie, Wyoming 82212	Casper, Wyoming 82601

j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.

k. Survival: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.

l. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.

m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.

EXECUTED the day and year first above written.

APPROVED AS TO FORM:

\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation:

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Steven K. Freel  
Mayor

WITNESS:

OWNER:

\_\_\_\_\_

\_\_\_\_\_  
James P. Hageman  
Owner

The undersigned mortgagee for James P. Hageman hereby agrees to, consents, and ratifies this agreement.

\_\_\_\_\_  
Date

\_\_\_\_\_  
MORTGAGEE

By: \_\_\_\_\_

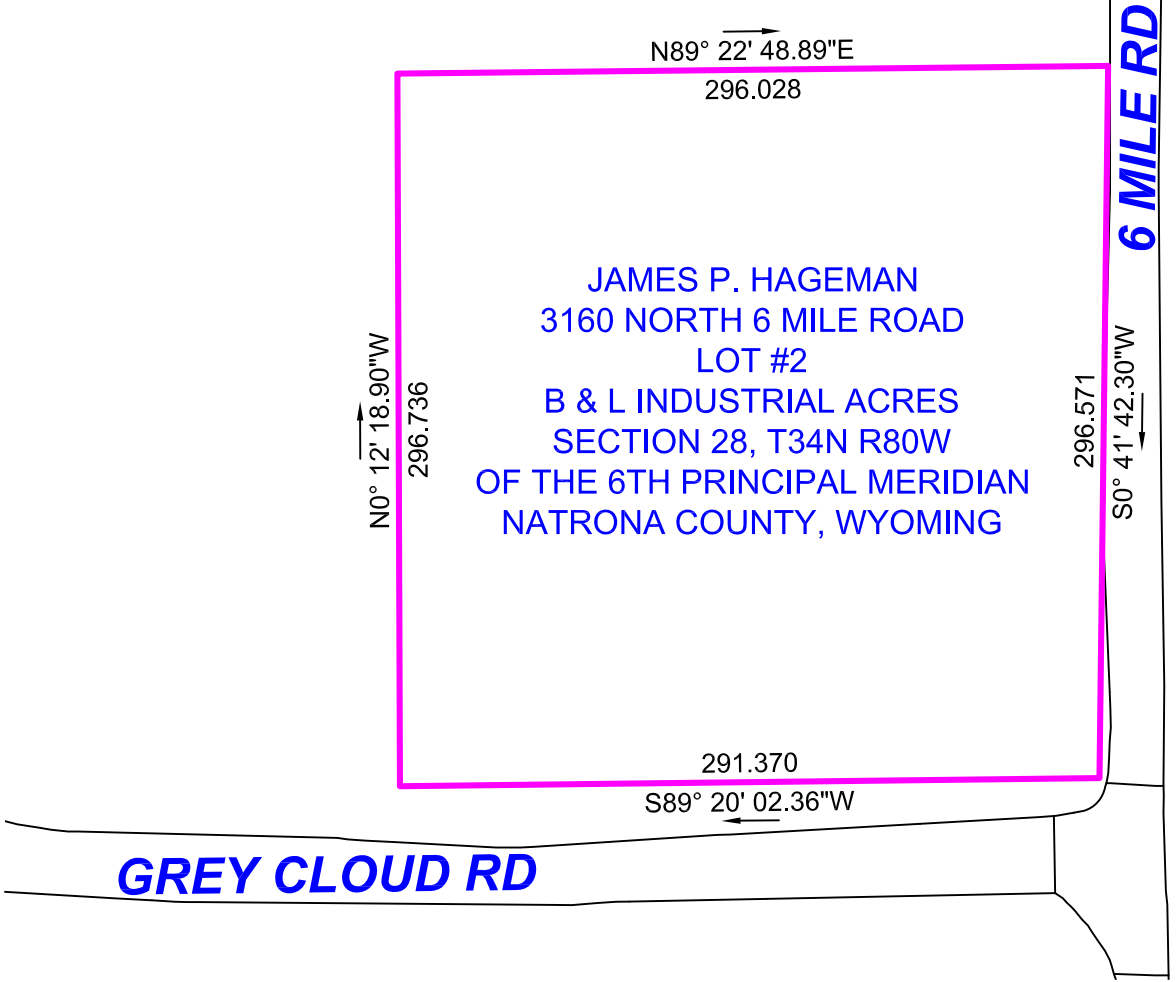
Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

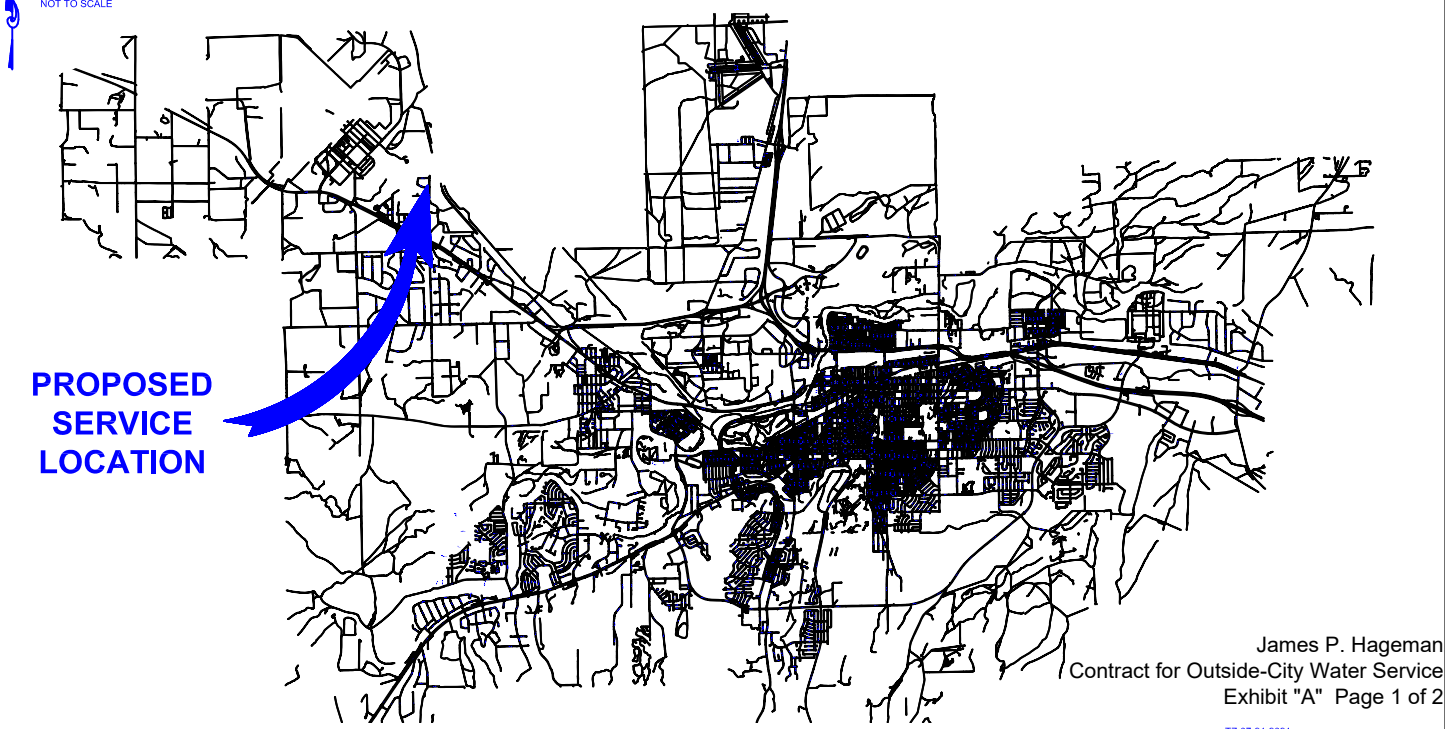


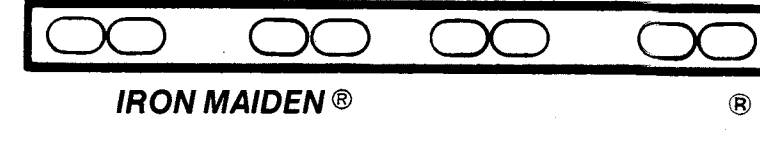


# LOCATION MAP EXHIBIT "A"



# VICINITY MAP





207883

B & L INDUSTRIAL ACRES  
Rec. Bk. 274 Deeds P. 11  
No. 207883 Micro 9-934 3/15/77

182

PLAT OF  
**B & L INDUSTRIAL ACRES**  
BEING A SUBDIVISION OF  
A PORTION OF NE 1/4 NE 1/4, SECTION 28  
T 34 N, R 80 W of the 6th P.M.  
NATRONA COUNTY, WYOMING  
SCALE: 1"=100'

555  
MICROFILM 9-934

CERTIFICATE OF OWNERS

We, Tom D. Barnard and Violet A. Barnard, husband and wife; and Walter C. Larson and Charlene J. Larson, husband and wife, do hereby certify that we are the owners and proprietors of the foregoing subdivision located in and being a portion of the NE 1/4 NE 1/4, Section 28, T34N, R80W of the 6th Principal Meridian, Natrona County, Wyoming, and that this plat is in accordance with the desires and is with the free consent of the undersigned owners and proprietors of said lands which are more particularly described by metes and bounds as follows:

Beginning at the northeast corner of said Section 28, which is monumented by a standard General Land Office Brass Cap in place;  
thence along the east line of said NE 1/4 NE 1/4, identical with the east line of said Section 28, and base bearing of this plat, S0°48'00"W a distance of 1077.145 feet to the southeasterly corner of the parcel herein described;  
thence N89°10'47"W a distance of 419.090 feet to an angle point in the southerly boundary of the parcel herein described;  
thence N62°21'16"W a distance of 676.418 feet to an angle point in the southerly boundary of the parcel herein described;  
thence S89°54'17"W a distance of 310.010 feet to the southwesterly corner of the parcel herein described, said southwesterly corner being situate on the west line of the NE 1/4 NE 1/4 of said Section 28 from which a standard General Land Office Brass Cap monumenting the NE 1/16 corner, identical with the southwest corner of the NE 1/4 NE 1/4 of Section 28, bears S0°38'18"W (S0°40'W G.L.O. record) a distance of 576.410 feet;  
thence along said west line of the NE 1/4 NE 1/4 of Section 28, and westerly boundary of the parcel herein described N0°38'18"E (N0°40'E G.L.O. record) a distance of 757.241 feet to a standard General Land Office Brass Cap monumenting the E 1/16 corner, identical with the northwest corner of said NE 1/4 NE 1/4, identical with the northwesterly corner of the parcel herein described;  
thence along the northerly boundary of the parcel herein described, said boundary identical with the north line of said NE 1/4 NE 1/4, identical with the north line of said Section 28, N89°58'42"E (N89°57'E G.L.O. record) a distance of 1334.855 feet (1335.84 feet G.L.O. record) to the northeasterly corner and point of beginning of the parcel herein described;  
encompassing an area of 28.402 acres more or less;

and as appears on this plat shall be known as "B & L INDUSTRIAL ACRES" a subdivision in Natrona County, Wyoming; said owners, in recording this plat of B & L Industrial Acres, have designated a strip of land as shown on the plat as "Grey Cloud Road" which road is reserved by the undersigned owners for the use and enjoyment of the owners of the lots in the subdivision and for transfer to "B & L Industrial Acres Property Owners Association, Inc.", all in accordance with the "Protective Covenants" covering the subdivided land and recorded in Natrona County records in Book 274 on Page 114 on 11/10/77, 1977.

**556**  
The road so designated is not dedicated by the undersigned owners for use by the general public but is rather dedicated to the common use and enjoyment of the owners of the lots in B & L Industrial Acres and such other persons as provided in the Declaration referred to above. Said Declaration is by this reference herein incorporated and made a part of this plat as if set forth at length.

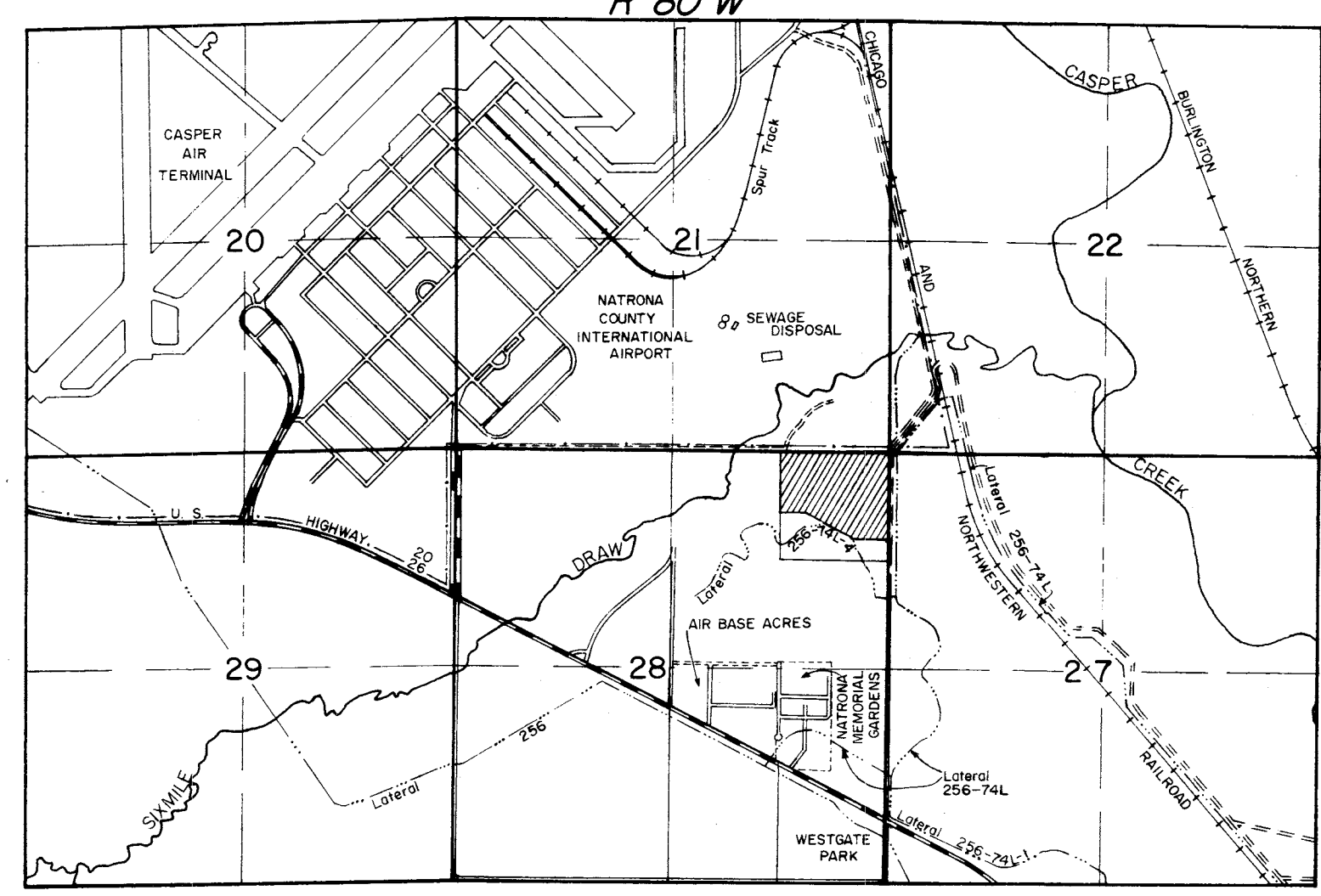
The undersigned owners and proprietors of said foregoing subdivision and the lands therein contained, waive and relinquish all rights they may have thereto by virtue of the Homestead Exemption Laws of the State of Wyoming.  
Dated at Casper, Wyoming, this 16th day of November, 1976.

Tom D. Barnard      Violet A. Barnard  
Tom D. Barnard, Husband      Violet A. Barnard, Wife

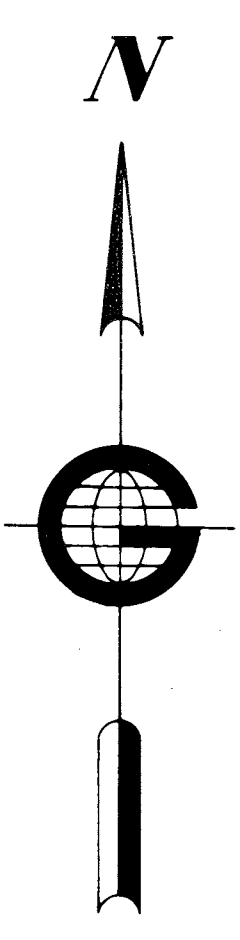
Walter C. Larson      Charlene J. Larson  
Walter C. Larson, Husband      Charlene J. Larson, Wife

STATE OF WYOMING )  
COUNTY OF NATRONA )  
The foregoing instrument was acknowledged before me by Tom D. Barnard, Violet A. Barnard, Walter C. Larson, and Charlene J. Larson, this 16th day of November, 1976.  
Witness my hand and official seal.

My commission expires: September 27, 1980  
Nancy A. Ryan  
Notary Public



VICINITY MAP  
SCALE: 1"=2000'



PLAT & SURVEY BY  
**GLOBAL ENGINEERING & LAND SURVEYING, INC.**

Number 2 English Drive  
161 South Coche  
Casper, Wyoming  
Jackson, Wyoming  
Job No. - 476C-2807

LEGEND AND GENERAL NOTES

- 5/8-inch Rebar with Aluminum Cap appropriately marked.
- > Radius points of curves.
- Sewer systems shall be private septic tanks for each individual lot.
- Obtaining domestic water shall be the responsibility of the owner of each lot.
- There will be no public roadway maintenance. Maintenance shall be the responsibility of "B & L Industrial Acres Property Owners Association, Inc."

CERTIFICATE OF SURVEYOR

557

STATE OF WYOMING )  
COUNTY OF NATRONA )

I, C. L. Dowdell, of Casper, Wyoming, do hereby certify that this plat was prepared from notes taken during an actual survey made under my direction during the months of April, July, and August, 1976, and that such plat correctly represents said surveys and the foregoing "B & L INDUSTRIAL ACRES", a subdivision in Natrona County, Wyoming; that all boundaries, lots, and roadway are or shall be well and accurately marked and identified; all dimensions are expressed in feet and decimals thereof and courses referred to the true meridian, that the accuracy of said survey for the exterior boundary of the NE 1/4 NE 1/4 Section 28 was 1:36716 before adjustment using the Crandall Method of Adjustment; all being true and correct to the best of my knowledge and belief.

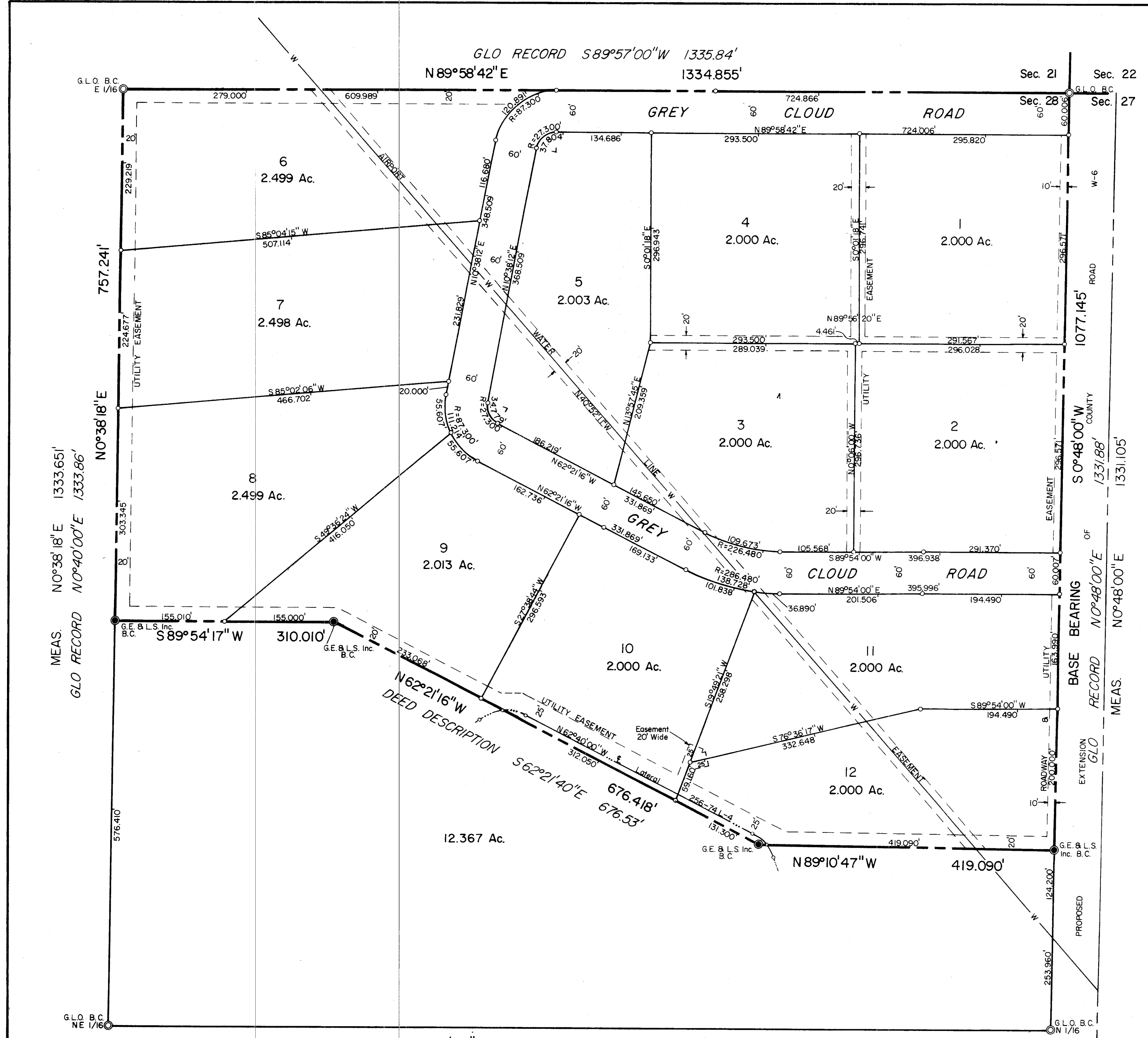
Wyoming Registration No. 522 Land Surveyor.

The foregoing instrument was acknowledged before me by C. L. Dowdell, this 16th day of November, 1976.  
Witness my hand and official seal.

My commission expires: September 27, 1980

C. L. Dowdell  
C. L. Dowdell, Surveyor

Nancy A. Ryan  
Notary Public



S89°52'00"W 1331.132'  
GLO RECORD S89°52'00"W 1332.54'

APPROVALS

Approved by the board of County Commissioners of Natrona County, Wyoming, by Resolution duly passed on the 1st day of March, 1977.

ATTEST: John P. Bunker  
COUNTY CLERK      CHAIRMAN OF THE BOARD

Inspected and approved on the 9th day of February, 1977. H. L. Worthington  
COUNTY SURVEYOR

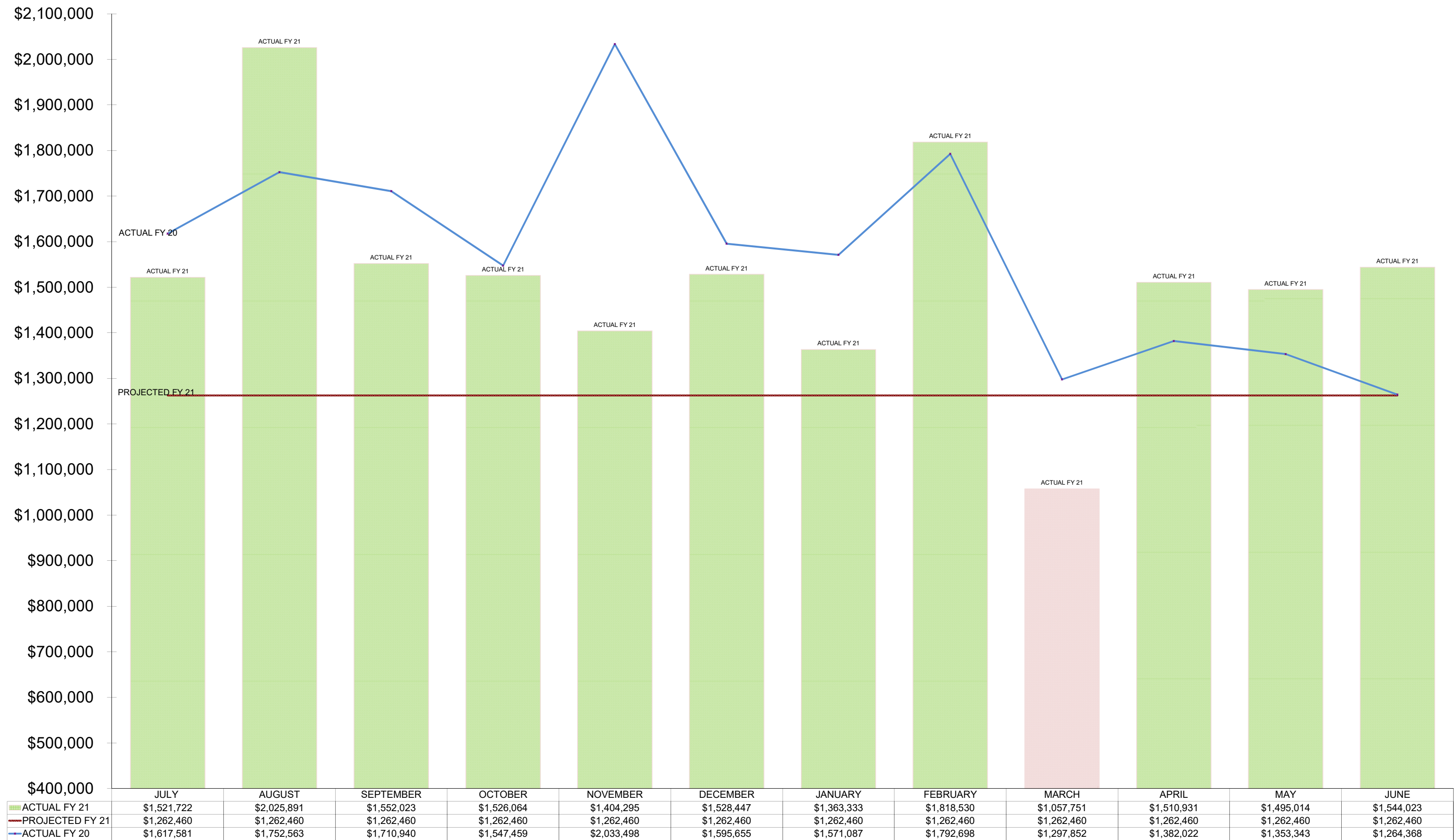
Inspected and approved on the 24th day of Jan., 1977. John Anderson  
COUNTY HEALTH OFFICER

Inspected and approved on the 17th day of March, 1977. L. Charles Davis  
COUNTY PLANNER

Filed for record in the office of the County Clerk of Natrona County, Wyoming, on this 17th day of March, 1977.  
[Signature]  
COUNTY CLERK

553

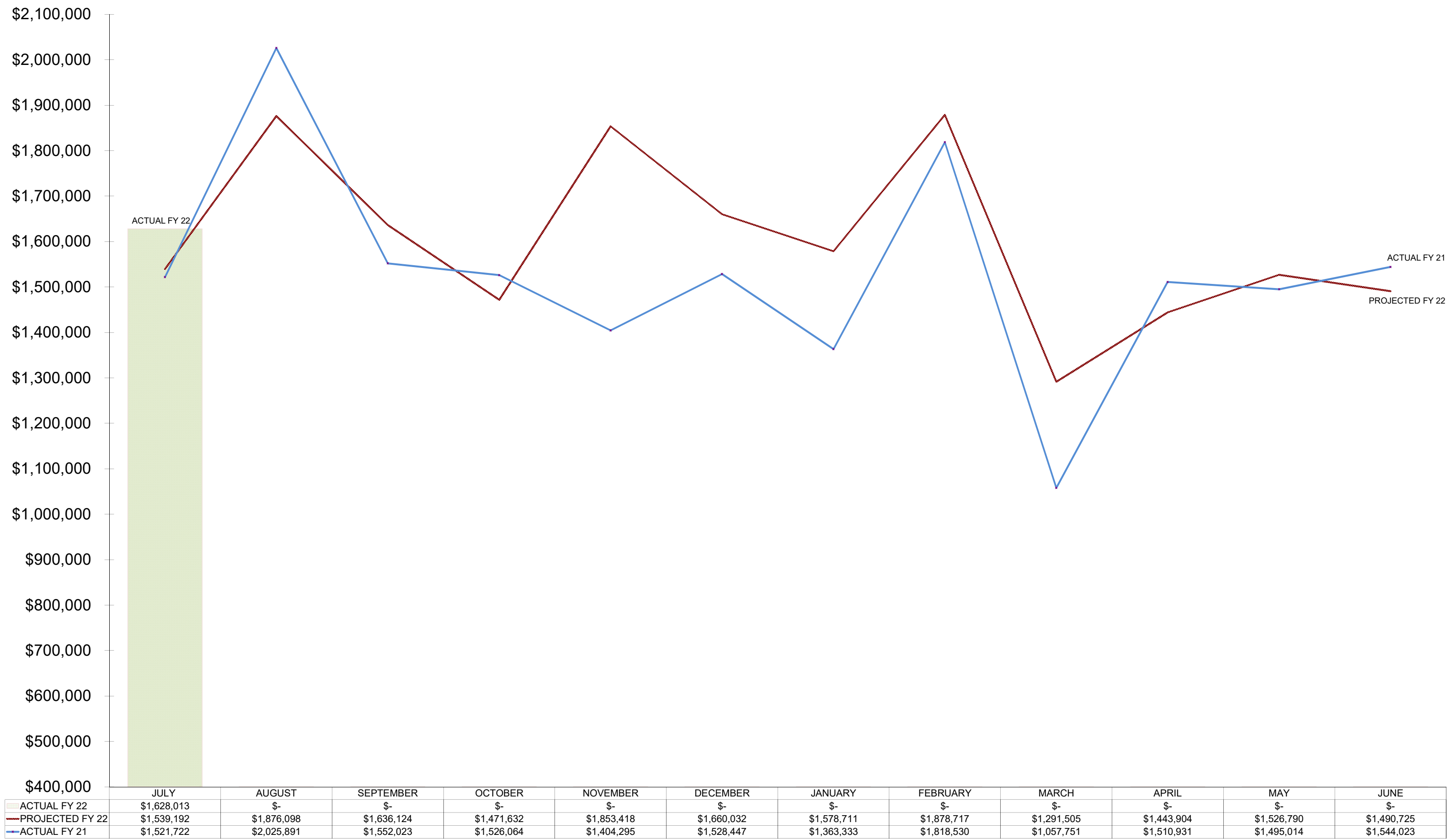
# Sales Tax FY 2021 Versus Projection and Prior Year



	ACTUAL FY 20	PROJECTED FY 21	ACTUAL FY 21
YTD TOTAL	\$ 18,919,065	\$ 15,149,519	\$ 18,348,024
YTD VARIANCE			\$ 3,198,505
			<b>% Difference</b>
CHANGE FROM FY21 PROJECTED TO FY21 ACTUAL-SAME MONTH			22.30%
CHANGE FROM FY21 PROJECTED TO FY21 ACTUAL-YEAR TO DATE			21.11%
CHANGE FROM FY20 ACTUAL TO FY21 ACTUAL-SAME MONTH			22.12%
CHANGE FROM FY20 ACTUAL TO FY21 ACTUAL-YEAR TO DATE			-3.02%
			<b>In Dollars</b>
CHANGE FROM FY21 PROJECTED TO FY21 ACTUAL-SAME MONTH			\$281,563
CHANGE FROM FY21 PROJECTED TO FY21 ACTUAL-YEAR TO DATE			\$3,198,505
CHANGE FROM FY20 ACTUAL TO FY21 ACTUAL-SAME MONTH			\$279,655
CHANGE FROM FY20 ACTUAL TO FY21 ACTUAL-YEAR TO DATE			-\$571,041



# Sales Tax FY 2022 Versus Projection and Prior Year



	ACTUAL FY 21	PROJECTED FY 22	ACTUAL FY 22
YTD TOTAL	\$ 1,521,722	\$ 1,539,192	\$ 1,628,013
YTD VARIANCE			\$ 88,822
			<b>% Difference</b>
CHANGE FROM FY22 PROJECTED TO FY22 ACTUAL-SAME MONTH			5.77%
CHANGE FROM FY22 PROJECTED TO FY22 ACTUAL-YEAR TO DATE			5.77%
CHANGE FROM FY21 ACTUAL TO FY22 ACTUAL-SAME MONTH			6.98%
CHANGE FROM FY21 ACTUAL TO FY22 ACTUAL-YEAR TO DATE			6.98%
			<b>In Dollars</b>
CHANGE FROM FY22 PROJECTED TO FY22 ACTUAL-SAME MONTH			\$88,822
CHANGE FROM FY22 PROJECTED TO FY22 ACTUAL-YEAR TO DATE			\$88,822
CHANGE FROM FY21 ACTUAL TO FY22 ACTUAL-SAME MONTH			\$106,291
CHANGE FROM FY21 ACTUAL TO FY22 ACTUAL-YEAR TO DATE			\$106,291



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

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

**Board  
Members:**

H. H. King, Jr.,  
Chairman

Larry Keffer,  
Vice-Chairman

Ken Waters,  
Secretary

Paul Bertoglio,  
Treasurer

Steve Cathey

Steve Freel

Bruce Knell

Charlie Powell

**REGULAR JOINT POWERS BOARD MEETING AGENDA**

**Tuesday July 20, 2021 11:30 a.m.**

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

1. Announcements
2. Approve Minutes
  - a) June 15, 2021 Regular Meeting \*
  - b) June 15, 2021 Executive Meeting
3. Approve Vouchers – July 2021 \*
4. Approve Financial Report – June 2021 \*
5. Operations Update
6. Public Comment
7. Old Business
  - a) Other
8. New Business
  - a) Discuss 2.6M Gallon Backwash Tank Roof Replacement, Project 18-093 \*
  - b) Consider Change Order No. 2 to the Contract with Riley Industrial Services, Inc. for the 2.6M Gallon Tank Recoating, Project 18-093 in the amount of \$23,315.30 and a Time Extension of 380 Days \*
  - c) Consider Contract with Engineering Associates for the Caisson #2 Rehab, Project No. 21-040 in the amount of \$40,250 \*
  - d) Consider FY21 Budget Capital Project Carry-Over Encumbrances in the amount of \$369,550 \*
    - i) Security Improvements Project 3000021011 - \$6,000
    - ii) Chiller Replacement Project 3000021007 - \$169,050
    - iii) FY21 Well Pump Replacements Project 3000021003 - \$7,500
    - iv) Well VFD Installation Project 3000021009 - \$32,000
    - v) Pipe Restraint Project 3000021019 - \$16,000
    - vi) Hydrocyclone Improvements Project 3000021020 - \$56,000
    - vii) Heat Rejection & Cooling Water Pumps Project 3000021021 - \$33,000
    - viii) Filter Particle Counters Project 3000021022 - \$30,000
    - ix) Plant Landscaping Project 3000021023 - \$20,000
  - e) Other
9. Executive Session – Discuss Potential Litigation
10. Chairman's Report



**Next Meeting: Regular JPB Meeting – August 17, 2021**

***\*Indicates Attachment***

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

**MEETING PROCEEDINGS**

June 15, 2021

A public meeting of the Central Wyoming Regional Water System Joint Powers Board (Board) was held Tuesday, June 15, 2021 at 11:30 a.m., in the Joint Powers Board Conference Room, Regional Water Treatment Plant, 1500 SW Wyoming Boulevard, Casper, WY.

**Board Members Present -** Chairman King, Vice-Chairman Keffer, Secretary Waters, Treasurer Bertoglio and Board Members Cathey, Freel, Knell and Powell.

**City of Casper –** Cathey, Freel, Knell, Powell, Andrew Beamer, Bruce Martin, Seth Van Wyck, Clint Conner, Janette Brown

**Natrona County –** Bertoglio

**Salt Creek Joint Powers Board –** King

**Wardwell Water & Sewer District –** Keffer

**Pioneer Water & Sewer District –** Waters

**Poison Spider Improvement & Service District –**

**Wyoming Water Development Office -**

**Sandy Lakes Estates -**

**Lakeview Improvement & Service District -**

**33 Mile Road Improvement & Service District –**

**Mile-Hi Improvement and Service District –**

**Central Wyoming Groundwater Guardian Team (CWGG) –**

**Others —** Charlie Chapin – Williams, Porter, Day & Neville, P.C.; Steve Quail, Pierre Kwan, and Gabe Lauber – HDR Engineering, Inc.

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

1. In Announcements, Mr. Martin stated that lunch should arrive any minute.



2. Chairman King asked for a motion to approve the minutes from the May 18, 2021 Regular and Executive meetings. A motion was made by Secretary Waters and seconded by Board Member Freel to approve the minutes from the May 18, 2021 Regular and Executive meetings. Motion put and carried with Treasurer Bertoglio, and Board Members Cathey and Powell abstaining from the vote.
3. Mr. Martin informed the Board that one additional voucher was added to the voucher listing that was sent out in the agenda packet: Voucher 8302 for Williams, Porter, Day & Neville, P.C. in the amount of \$295.50 for Legal Expenses. 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 June 2021 vouchers. A motion was made by Board Member Powell and seconded by Vice-Chairman Keffer to approve the June 2021 voucher listing to include voucher numbers 8296 through 8302 in the amount of \$425,472.59. Motion put and carried.

4. Mr. Martin asked the Board to reference the Gallons Produced table in the agenda packet. Mr. Martin stated that production for May 2021 was 245 MG, which is 16 MG less than the five-year average. Mr. Martin stated that year to date production is 3.289 BG, 106 MG more than the five-year average. Mr. Martin stated that so far production for June is 30 MG more than the same time last year.

Mr. Martin asked the Board to reference the Income Statement in the monthly compilation. Mr. Martin stated that Water Utility Charges for FY2021 is \$6,678,001, which is an increase of approximately \$344,000 more than FY2020 due to the water rate increase and higher than average water sales this year.

Mr. Martin stated that Reimbursable Contract Expense is \$3,028,318, which is approximately \$71,000 less than last year. Mr. Martin stated that this due to the timing of chemical purchases, and is right about where staff expected it to be.

Treasurer Bertoglio asked that the Principal and Interest be broken out for FY2019 and FY2020 in the Financial Report, instead of being combined. Mr. Martin stated that he will get with Finance on this issue.

Chairman King asked for a motion to approve the May 2021 Financial Report as presented. A motion was made by Treasurer Bertoglio and seconded by Secretary Waters to approve the May 2021 Financial Report as presented. Motion put and carried.

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

Mr. Conner stated that a second vertical turbine pump for Airport Booster has been ordered, but there is a 14-16 week lag time before it will arrive.

Mr. Conner stated that Water Distribution staff has been spraying the weeds and mowing

at the RWS boosters, tanks and fire hydrants.

Mr. Conner stated that the RWS ARV's out in the system and the Crosstown Pipeline ARV's have been exercised and serviced.

Mr. Conner stated that two hot taps were made on RWS water mains; one 1-inch tap on Grey Cloud Road, and one 12-inch tap on Chamberlin Road for the Buffalo Meadows project in Mills. Mr. Conner stated that this project is re-routing the RWS Airport waterline.

Mr. Conner stated that chlorine residuals are really good out in the system.

Mr. Conner stated that the backflow preventers at the RWS boosters were tested.

Mr. Conner stated that a check valve has been ordered for pump #1 at the Wardwell booster.

Mr. Conner stated that the small recharge pump for the Morad wellfield was pulled. Mr. Conner stated that this pump is totally worn out, so a larger replacement pump will be needed for a backup.

Chairman King turned the time over to Mr. Van Wyck for the Operations Update.

Mr. Van Wyck stated that two Plant Mechanics were hired, Mike Day and Matt Burgardt from Water Distribution.

Mr. Van Wyck stated that two actuators for Raw Water intake pumps were ordered.

Mr. Van Wyck stated that a new impeller for Ground Water High Service Pump No. 1 was also ordered. Mr. Van Wyck stated that originally he looked at ordering a stainless steel impeller, thinking it would last longer, but it had a 20 week lead time. Mr. Van Wyck stated that the impeller that was ordered is aluminum/bronze and will take two weeks to arrive, and the cost is quite a bit less than the stainless steel.

Mr. Van Wyck stated that the new expansion tank for the boiler was installed.

Mr. Van Wyck stated that Casper 20 well is back in service after being rehabilitated. Mr. Van Wyck stated that Casper 10 well has a cracked well casing and will be discussed later in the meeting.

Mr. Van Wyck stated that the roof for the 2.6 MG tank should be installed by the end of the week. Mr. Van Wyck stated that spot welding was being done on the floor of the tank, and they wanted the light from the roof being off to make sure they didn't miss any of the spots.

Mr. Van Wyck stated that the surface plant has been going through six ferric trucks a

week. Chairman King asked if there has been any issues with getting chemical deliveries. Mr. Van Wyck stated that there have been issues this last week with getting ferric, as the ferric plant had issues and stopped production. Mr. Van Wyck stated that all the suppliers were having issues getting ferric, as they all get it from the same plant. Mr. Van Wyck stated that a ferric truck was received Sunday at 10:00 p.m., Monday at 8:00 p.m., and a truck is scheduled to arrive this afternoon. Mr. Van Wyck stated that eleven additional trucks will be received in the next two weeks to catch up. Mr. Van Wyck stated that all the suppliers asked why we use ferric, because it is one of the hardest chemicals to get. Chairman King stated that his town ordered just a little bit a while back and they didn't show up. Chairman King stated that staff called to see where the order was and was told it was 15 weeks out.

Board Member Knell asked if staff is looking into a different chemical to use instead of ferric. Mr. Martin stated that staff will be investigating different chemicals, however, testing will have to be done to make sure it works, and EPA will have to give approval before a change can be made. Mr. Martin stated that in the meantime, staff is looking into getting a temporary storage tank for emergency storage in place, or converting a couple of tanks that are not in use for ferric. Mr. Martin stated that staff doesn't want to be in this situation again.

Board Member Knell asked what other chemicals are being used by other water plants. Mr. Martin stated that some water plants use ferric sulfate, aluminum sulfate, and other options.

Vice-Chairman Keffer asked if it is worthwhile ordering a stainless steel impeller for the pump, and asked how long the aluminum/bronze pump impeller lasted. Mr. Conner stated that the last impeller was zinc/bronze, which there have been issues with. Mr. Conner stated that two pump stations that had impellers replaced in the last five years were checked and the impellers were damaged by the corrosiveness of the water. Mr. Conner stated that the Wardwell booster had been running 24/7 for a year and a half while the tank was out of service and when the pump was pulled to inspect it, the impeller looked brand new. Mr. Conner stated that this impeller is nickel/bronze. Mr. Conner stated that the stainless steel impellers are approximately \$35,000, while an aluminum/bronze impeller is \$11,000.

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 asked the Board to reference Budget Amendments.
    - i. Mr. Martin stated that the WTP is going through a lot of ferric, and a load of corrosion inhibitor had to be ordered. Mr. Martin stated that the WTP

Operations Budget Amendment No. 2 is for an additional \$250,000 to cover the cost of the additional chemicals.

Board Member Knell asked why the WTP is going through so many chemicals right now. Mr. Martin stated that water production is very high, and the river has been low so the wells, which are less expensive to treat, are not producing much water. Mr. Martin stated that more surface water has to be treated, which in turn uses more chemicals.

Board Member Powell asked how high production has been. Mr. Martin stated that production has been between 23 – 25 MGD all of June so far.

A motion was made by Secretary Waters and seconded by Board Member Cathey to approve WTP Operations Budget Amendment No. 2 for FY2021 in the amount of \$250,000 for chemicals. Motion put and carried.

- ii. Mr. Martin stated that Agency Budget Amendment No. 3 includes the WTP Operations amendment for chemicals in the Reimbursement Contract Expense line item, and project encumbrances from FY2020 that carried over into the FY2021 budget. Mr. Martin stated that per the State of Wyoming, carry over encumbrances must be accounted for in the current budget. Mr. Martin stated that Agency Budget Amendment No. 3 is for \$2,444,072.

A motion was made by Treasurer Bertoglio and seconded by Vice-Chairman Keffer to approve Agency Budget Amendment No. 3 for FY2021 in the amount of \$2,444,072. Motion put and carried.

- b. Mr. Martin stated that Engineering Associates is under contract with the Board for the 2021 Well Rehabilitation Project for Casper 10 and Casper 20. Mr. Martin stated that the rehabilitation of Casper 20 went smooth, and it is back in service. Mr. Martin stated that during rehabilitation of Casper 10, it was discovered that the well casing was cracked and letting material inside the casing. Mr. Martin stated that the well needs to be relined. Mr. Martin showed several pictures of the well casing with the crack. Mr. Martin stated that a 16-inch stainless steel casing and screen liner section would be installed inside of the old 24-inch casing.

Chairman King asked how long of sleeve will be installed for the casing. Mr. Martin stated that a 13-foot section will be installed.

Mr. Martin stated that the Amendment includes the stainless steel sleeve and screen, and the rehabilitation of Casper 10. Mr. Martin stated that the Amendment is a “Not to Exceed” amount of \$65,000 due to the price of the materials changing so quickly. Mr. Martin stated that \$10,000 was added to the Amendment and the Contractor has agreed to not charge above the \$65,000.

A motion was made by Board Member Powell and seconded by Vice-Chairman

Keffer to approve Amendment No. 1 to the Contract for Professional Services with Engineering Associates for the repairs to Casper 10 well casing in the amount not to exceed \$65,000.

Board Member Cathey asked if the well will keep its current production with the decrease in the well casing size. Mr. Martin stated that the well should retain its production rate.

Motion put and carried.

- i. Mr. Martin stated that with Amendment No. 1 to this contract, funds need to be reallocated to the project. Mr. Martin stated that there is still some funding left in the Well Rehab Project, but additional funds are needed. Mr. Martin stated that there are additional funds leftover in the Roof Project that can be transferred to the Well Rehab Project. Mr. Martin stated that staff recommends transferring \$36,530 from the Roof Project to the Well Rehab Project to cover the cost of the contract amendment.

A motion was made by Board Member Knell and seconded by Secretary Waters to approve the budget reallocation of \$36,530 from the Roof Project to the Well Rehab Project. Motion put and carried.

- c. Mr. Martin stated that since the preliminary budget was reviewed in detail with the Board previously, he will just review any changes that were made for the final budget presentation.

#### **Water Treatment Plant Operations Budget**

Mr. Martin stated that there were no revisions made to the preliminary WTP Operations Budget. Mr. Martin stated that the FY22 Operations Budget is 3.8% greater than the FY21 Operations Budget. Mr. Martin stated that the increases are attributable to a slight increase in personnel costs, and increase in chemical costs, the addition of ozone monitor service to maintenance agreements and an increase to refuse collection.

#### **Central Wyoming Regional Water System Agency Budget**

Mr. Martin stated that in the Agency Budget there were a couple of changes in Capital that he will review with the Board.

Board Member Knell stated that \$5,000 needs removed from the Land Purchase listed in Capital. Mr. Martin stated that he added \$5,000 to the budget just in case the closing costs are higher than anticipated. Board Member Knell stated that the Board approved the land purchase up to \$70,000 and reiterated that \$5,000 needs removed from the budget. Mr. Martin stated that he will make the change.

Mr. Martin stated that \$50,000 was added to Major Equipment and Valve Replacements for a total of \$150,000. Mr. Martin stated that this is for unanticipated equipment and valve replacements during the year. Mr. Martin stated that WTP and/or wellfield equipment will fail unexpectedly needing immediate replacement or renovation.

Mr. Martin stated that \$75,000 was added to Well Rehabilitation for a total of \$425,000. Mr. Martin stated that this is part of a multi-year project to rehabilitate the groundwater wells. Mr. Martin stated that Caisson #2 will be rehabilitated, and it is hoped that two additional wells can be done as well.

Mr. Martin stated that the Agency budget anticipates an increase in revenues based on a wholesale water rate increase of 5%. Mr. Martin stated that the total amount budgeted for FY22 capital expenditures is \$1,697,000, an increase of \$422,000 from FY21.

A motion was made by Treasurer Bertoglio and seconded by Secretary Waters to approve the FY2022 WTP Operations Budget as presented, and the FY2022 Agency Budget as presented with the reduction of \$5,000 in Capital Expenditures. Motion put and carried.

- d. Mr. Martin stated that the Board has discussed the addition of Ultra Violet (UV) Treatment to the system over the last couple of years. Mr. Martin stated that next month a Request for Proposal for the UV System design will be sent out. Mr. Martin turned the time over to Mr. Steve Quail with HDR Engineering, Inc.

Mr. Quail stated that he and his coworkers are in attendance today to speak to the Board about UV disinfection. Mr. Quail introduced Mr. Pierre Kwan, who has built several UV systems in different states, to the Board.

Mr. Quail stated that in 2015 EPA required a second round of cryptosporidium testing. Mr. Quail stated that WTP staff knew the surface water would be upgraded to a BIN2 classification. Mr. Quail stated that operations were tweaked to meet the EPA requirements. Mr. Quail stated that the WTP has been operating under Alternative Treatment Techniques, which includes using a lot of ozone, and monitoring for Aerobic Spores.

Mr. Quail stated that staff has looked at UV disinfection and ultrafiltration for the groundwater system. Mr. Quail stated that UV is the most economical and was presented in the Facility Plan.

Mr. Quail stated that if UV is added to the groundwater, there are questions that will need to be answered by EPA. Mr. Quail stated that EPA needs to answer if UV can be used by itself, or if it will need to be used with ozone, and if so, how much ozone will be required. Mr. Quail stated that EPA is pushing for multilevel barrier protection. Mr. Quail stated that it is best to keep using ozone with the

surface water as it helps with the filters. Mr. Quail turned the time over to Mr. Kwan.

Mr. Kwan stated that he has been a UV Design Lead for the last 20 years, and proceeded with his PowerPoint presentation on UV Disinfection.

Mr. Kwan stated that Cryptosporidium and Giardia are the least resistant to UV, and ozone and chloramines are good for getting rid of viruses. Mr. Kwan stated that UV works best if it is after ozone, and before chloramines are added.

Mr. Kwan stated that there is a difference between UV being used in a Water Treatment Plant (WTP) and a Wastewater Treatment Plant (WWTP). Mr. Kwan stated that a WWTP uses a lot of electricity and is an open channel. Mr. Kwan stated that a WTP UV system is very compact, enclosed, and uses less electricity. Mr. Kwan stated that there are different configurations that are used – low/medium pressure for the lamps. Mr. Kwan stated that if a configuration isn't chosen early on in the design, there are many issues.

Board Member Knell asked if the amount of production impacts the configuration. Mr. Kwan stated that it does, and capacity plays a big part. Mr. Kwan stated that for UV, the higher the log removal, the more lamps that are added. Mr. Kwan stated that this requires coordination with EPA as they will determine if the ozone system will go away, or if it will stay in the treatment process. Mr. Kwan stated that ozone treatment is effective against viruses.

Mr. Kwan stated that the WTP could be retrofitted with a UV Disinfection system. Mr. Kwan stated that in order to do a retrofit, early equipment selection in the design process is critical. Mr. Kwan reviewed the different types of system equipment.

Board Member Knell asked if the ozone system could be kept. Mr. Kwan stated that it could be kept, but the current ozone equipment is aging, and if it is replaced, there is a possibility to go with smaller equipment. Mr. Quail stated that right now the WTP is achieving 8-log removal with ozone, and it is up to EPA to decide how much to reduce.

Treasurer Bertoglio stated that this WTP has two different treatment systems for the groundwater and surface water and asked if there would be two different UV systems, or just one. Mr. Kwan stated that there would be two UV systems for redundancy. Treasurer Bertoglio asked if there would be a range of flows for the UV system. Mr. Kwan stated that there would be. Mr. Quail stated that the range of flows would only be on the groundwater system.

Board Member Powell asked that if the UV system only costs \$300,000, how did the costs go to \$11 M. Mr. Kwan stated that the \$300,000 is only for the equipment, the additional cost is for a building to house the UV system. Mr.

Quail stated that the cost of the UV system depends on the location and piping. Mr. Quail stated that one of the first things that will need to be done is to identify where the UV system would be placed. Board Member Knell asked if the UV system could be inserted in an existing area of the WTP. Mr. Quail stated that they would have to look at the hydraulics and electrical systems that are in place. Mr. Quail stated that in the very early discussions about a UV Disinfection System, the cost was overstated so there are no surprises.

Mr. Van Wyck asked what happens with the UV system if there is a power outage. Mr. Kwan stated that the WTP would have to shut down if the UV system is down.

Board Member Cathey stated that the WTP has an emergency power generator and asked if there would be a time-delay on the UV system. Mr. Kwan stated that part of the cost of the UV system would be batteries to keep the UV system running until the emergency generator comes on.

Board Member Knell asked how often there is a power outage at the WTP. Mr. Van Wyck stated that it depends on thunder storms and geese flying into transformers in the wellfields.

Board Member Powell asked if there would be any risk to the public if the power goes out for the UV system. Board Member Cathey stated that if there is no power, all the pumps would be off until the emergency generator kicks on so the water storage tanks would be feeding the system.

Board Member Knell stated that if the UV system can be installed in an existing building, it should. Mr. Quail stated that HDR's goal is to use the space that the Board already has.

Chairman King asked if the UV system has to be inside. Mr. Kwan stated that unlike a WWTP, the UV system for a WTP must be indoors.

The Board thanked Mr. Kwan for his presentation.

Treasurer Bertoglio left the meeting at 12:47 p.m.

e. There was no Other New Business.

9. Chairman King asked for a motion to move into Executive Session to discuss potential property acquisition and potential litigation. A motion was made by Secretary Waters and seconded by Board Member Powell to adjourn into Executive Session at 12:48 p.m. to discuss potential property acquisition and potential litigation. Motion put and carried.

A motion was made by Board Member Cathey and seconded by Secretary Waters to adjourn from Executive Session at 12:53 p.m. Motion put and carried.



Chairman King called the Regular Session to order at 12:54 p.m.

10. In the Chairman's Report, Chairman King stated that the next regular meeting would be held on July 20, 2021.

A motion was made by Board Member Cathey and seconded by Secretary Waters to adjourn the meeting at 12:55 p.m. Motion put and carried.

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Chairman

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Secretary

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

**UNAPPROVED VOUCHER LISTING  
July 16, 2021**

<b>VOUCHER NO.</b>	<b>VENDOR</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
8303	Williams, Porter, Day & Neville, P.C.	Legal Expense – A. Scott June 2021	\$51.00
8304	City of Casper	Operations Reimbursement – June 2021	\$388,333.43
8305	Engineering Associates	Capital Expense – Well Rehab Project No. 20-032	\$5,745.57
8306	HDR Engineering, Inc.	Capital Expense – 2.6M Gallon Tank Roof Replacement Project No. 18-093 PP#13	\$15,526.87
8307	Williams, Porter, Day & Neville, P.C.	Legal Expense – June 2021	\$1,382.50
8308	Maguire Iron, Inc.	Capital Expense – 2.6M Gallon Tank Roof Replacement PP#4	\$349,364.98
		<b>Total</b>	<b>\$760,404.35</b>



City of Casper  
200 North David Street  
Casper, WY 82601

# 8304

## General Billing

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

CUSTOMER	INVOICE DATE	INVOICE NUMBER	AMOUNT PAID	DUE DATE	INVOICE TOTAL DUE
CENTRAL WYO. REGIONAL WATER SYS....	06/30/2021	1896	\$0.00	07/30/2021	\$388,333.43

LAST PAYMENT DATE	LAST PAYMENT AMOUNT	PAST DUE AMOUNT	ACCOUNT BALANCE
06/15/2021	\$63,980.20	\$0.00	\$516,293.83

DESCRIPTION	QUANTITY	PRICE	UOM	ORIGINAL BILL	ADJUSTED	PAID	AMOUNT DUE
REGIONAL WATER OPS REIMBURSEMENT	1.00	\$388333.4300	EACH	\$388,333.43	\$0.00	\$0.00	\$388,333.43
<b>Invoice Total:</b>							<b>\$388,333.43</b>

June 2021 WTP Operations Reimbursement

June 2021 Total Reimbursement Invoice		
9010.00	Wages & Salaries Dir Labor - O&M	\$93,021.36
9020.00	Chemical Charge - O&M	\$219,121.67
9030.00	Utilities - O&M	\$50,800.27
9040.00	Supplies - O&M	\$8,556.18
9060.00	Training - O&M	\$0.00
9070.00	Major Maint, Repair, Replc - O&M	\$7,246.64
9080.00	Testing & Lab Services - O&M	\$5,296.35
9090.00	Other Reimbursable Costs - O&M	\$4,027.96
6040.10	Consulting	\$263.00
	<b>300-6257 - Ops Reimb</b>	<b>\$388,070.43</b>
	<b>300-6214 - Consulting</b>	<b>\$263.00</b>
	<b>Invoice Total</b>	<b>\$388,333.43</b>

✂ DETACH AND RETURN THE PORTION BELOW WITH YOUR PAYMENT ✂



City of Casper  
200 North David Street  
Casper, WY 82601

## General Billing

### Remit Portion

Invoice Date	06/30/2021
Invoice Number	1896
Customer Number	2784
Amount Paid	\$388,333.43
Due Date	07/30/2021
<b>Invoice Total Due</b>	<b>\$388,333.43</b>

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

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City of Casper Wyoming  
Expenditure Reimbursement Request  
June 30, 2021

Vendor	Account Name	Date	Invoice Number	Invoice Amount	Purchased
ALSCO	Laundry/Towel	06/02/2021	LCAS1414555	61.55	Professional Laundry Services
ALSCO	Laundry/Towel	06/30/2021	LCAS1417149	61.55	Professional Laundry Services
APPLIED CONTROL EQUIPMENT	General Supplies & Materials	04/12/2021	CD1075362	997.90	Valve part for booster
APPLIED IND TECH	General Supplies & Materials	04/07/2021	7021230074	383.94	Coupling for Actiflo Mixer
APPLIED IND TECH	General Supplies & Materials	04/05/2021	7021194978	30.09	Bore seal for Pioneer Booster
AQUA SMART, INC.	Chemicals	06/17/2021	20190105	110,020.00	SeaQuest Corrosion Inhibitor
ATLAS OFFICE PRODUCTS	General Supplies & Materials	06/29/2021	68574-0	47.92	Cleaning Supplies
ATLAS OFFICE PRODUCTS	General Supplies & Materials	06/29/2021	68574-1	141.54	Cleaning Supplies
ATLAS OFFICE PRODUCTS	General Supplies & Materials	04/01/2021	65994-1	122.53	Cleaning Supplies
ATLAS OFFICE PRODUCTS	General Supplies & Materials	04/01/2021	66401-3	20.90	Office Supply - Cleaning Supplies
ATLAS OFFICE PRODUCTS	General Supplies & Materials	04/05/2021	66401-4	57.81	Office Supply - Dry Erase Board
ATLAS OFFICE PRODUCTS	General Supplies & Materials	04/12/2021	66694-0	88.48	Office Supply - Wireless Mouse/Keyboard
ATLAS OFFICE PRODUCTS	General Supplies & Materials	03/26/2021	66401-0	1.17	Office Supply - Push Pins
ATLAS OFFICE PRODUCTS	General Supplies & Materials	03/30/2021	66401-2	200.82	Office Supply - Cleaning Supplies
ATLAS OFFICE PRODUCTS	General Supplies & Materials	03/30/2021	66401-1	9.36	Office Supply - Dry Erase Markers
ATLAS OFFICE PRODUCTS	General Supplies & Materials	03/30/2021	66482-0	49.67	Office Supply - Bulletin Board
BLACK HILLS ENERGY	Natural Gas	06/11/2021	RIN0030540	2,725.79	Acct #7513 1659 94 - Natural Gas Bill
BRENNTAG PACIFIC, IN	Chemicals	06/17/2021	BPI142227	10,335.86	Ferric
BRENNTAG PACIFIC, INC.	Chemicals	06/30/2021	BPI156048	11,105.30	Ferric Chloride Shipped 6/7/21
BRENNTAG PACIFIC, INC.	Chemicals	06/30/2021	BPI156047	10,713.70	Ferric Chloride Shipped 6/4/21
BRENNTAG PACIFIC, INC.	Chemicals	06/30/2021	BPI156052	10,361.70	Ferric Chloride Shipped 6/15/2
BRENNTAG PACIFIC, INC.	Chemicals	06/30/2021	BPI156051	10,234.10	Ferric Chloride Shipped 6/14/2
BRENNTAG PACIFIC, INC.	Chemicals	06/30/2021	BPI156050	10,352.90	Ferric Chloride Shipped 6/14/2
BRENNTAG PACIFIC, INC.	Chemicals	06/30/2021	BPI156049	10,647.70	Ferric Chloride Shipped 6/9/21
CARUS CORPORATION	Chemicals	06/25/2021	SLS 10092845	14,364.00	Actiflo Polymer
CARUS CORPORATION	Chemicals	06/25/2021	SCM 10005413	-1,120.50	Credit for one damaged drum
CASPER AREA CHAMBER OF COMMERCE, INC.	Dues/Subscriptions	04/07/2021	208413	300.00	Annual Membership
CASPER STAR TRIBUNE	Advertising	03/29/2021	73145	49.86	Advertising - JPB Meeting
CENTURLINK	Communication	06/02/2021	222881191	3.63	Recurring services
COASTAL CHEMICAL CO LL	General Supplies & Materials	04/12/2021	0122670	86.72	Vehicle Fuel
COASTAL CHEMICAL CO LL	Gas/Fuel	06/01/2021	0122868	130.80	Fuel
COASTAL CHEMICAL CO LL	Gas/Fuel	06/01/2021	0122907	135.53	Fuel
CRUM ELECTRIC SUPPLY	General Supplies & Materials	06/14/2021	2277802-00	(13.62)	RETURN ELECTRICAL PARTS AND EQUIPMENT
CRUM ELECTRIC SUPPLY	General Supplies & Materials	06/14/2021	2277776-0	118.48	ELECTRICAL PARTS AND EQUIPMENT
DPC INDUSTRIES, INC.	Chemicals	06/02/2021	737001902-21	7,878.36	Sodium Hypochlorite
DPC INDUSTRIES, INC.	Chemicals	06/17/2021	737002099-21	7,125.30	Sodium Hypochlorite
DPC INDUSTRIES, INC.	Chemicals	06/25/2021	737002237-21	7,103.25	Sodium Hypochlorite
DXP ENTERPRISES, INC	Maint/Repair	06/25/2021	52194281	2,403.19	Ground Water High Service Pump
ENDRESS & HAUSER, INC.	General Supplies & Materials	03/26/2021	6002223666	1,164.66	Sandy Lake Booster Discharge Press
ENERGY LABORATORIES IN	Testing	04/07/2021	383591	302.00	Lab Test TAS
ENERGY LABORATORIES IN	Testing	04/09/2021	384881	306.00	Lab Test TAS
ENERGY LABRATORIES I	Testing	05/26/2021	396234	84.00	Alkalinity / Carbon / Total Or
ENERGY LABRATORIES I	Testing	05/26/2021	396272	306.00	Aerobic endospores testing
ENERGY LABRATORIES I	Testing	06/02/2021	397151	22.00	Testing - solids, total suspen
ENERGY LABRATORIES I	Testing	06/02/2021	397152	306.00	Testing - aerobic endospores
ENERGY LABRATORIES I	Testing	06/02/2021	398301	306.00	Testing - aerobic endospores

City of Casper Wyoming  
Expenditure Reimbursement Request  
June 30, 2021

Vendor	Account Name	Date	Invoice Number	Invoice Amount	Purchased
ENERGY LABRATORIES I	Testing	06/11/2021	398860	57.00	Testing - total organic
ENERGY LABRATORIES I	Testing	06/11/2021	399050	22.00	Bacteria testing
ENERGY LABRATORIES I	Testing	06/17/2021	401746	306.00	Testing - aerobic endospores
ENERGY LABRATORIES I	Testing	06/25/2021	403040	306.00	Testing - aerobic endospores
EUROFINS EATON ANALYTI	Testing	04/07/2021	L0562003	100.00	Lab Test Bromate
Fastenal	General Supplies & Materials	06/21/2021	43216/WYCAS155840	18.26	TURN BUCKLE FOR MORAD #4
FERGUSON ENTERPRISES	General Supplies & Materials	06/28/2021	1276980	23.52	Pipe fittings for Casper 22
FERGUSON ENTERPRISES	General Supplies & Materials	06/01/2021	CC484324	32.05	Fittings for HS Pump
FERGUSON ENTERPRISES, INC. #3201	Lab Supplies	04/02/2021	0188319	117.72	Lab supplies - Ascorbic Acid
FERGUSON ENTERPRISES, INC. #3201	General Supplies & Materials	04/05/2021	C426237	6.02	Well Parts
FERGUSON ENTERPRISES, INC. #3201	General Supplies & Materials	03/31/2021	C420532	83.67	Plumbing Parts
George T. Sanders	General Supplies & Materials	06/01/2021	41827/15026680-00	12.24	1"X 3" brass nipple for WTP
GRAINGER, INC.	General Supplies & Materials	05/26/2021	9909254725	555.72	Oil transfer pump
GRAINGER, INC.	General Supplies & Materials	05/28/2021	9914303277	2.70	Safety Sign
GRAINGER, INC.	General Supplies & Materials	06/04/2021	9919504648	49.92	Safety Signs
GRAINGER, INC.	General Supplies & Materials	05/26/2021	9829358416	457.31	Heater / thermostat
GW MECHANICAL, INC.	Professional Services	06/02/2021	SV-6696	920.41	Water heater repair / labor
HACH CO., CORP.	Lab Supplies	05/17/2021	12440221	113.40	Lab Supplies - Reagents
HACH CO., CORP.	Lab Supplies	06/11/2021	12486217	276.76	Ammonia Reagent
HACH CO., CORP.	General Supplies & Materials	06/18/2021	124983398	613.55	Turbidimeter Light Bulbs
HACH CO., CORP.	Lab Supplies	03/29/2021	12379624	693.47	Lab supplies - Lab Reagents
HARBOR FREIGHT TOOLS	General Supplies & Materials	04/09/2021	072708	161.97	Utility pump for Pioneer Booster
Hose & Rubber Supply	General Supplies & Materials	06/08/2021	00153123	288.63	Lay Flat Hose
Insurance/Bonds	Insurance/Bonds	06/04/2021	FY'21 INS	2,444.50	FY'21 INS
Internal Services	Internal Services	06/04/2021	Internal Services	22,459.59	FY'21 ID
Internal Services	Internal Services	06/04/2021	Internal Services	1,402.96	FY'21 IT
KFC	General Supplies & Materials	06/28/2021	037704	38.64	CWGG Lunch
LONG BUILDING TECHNO	Maint/Repair	06/02/2021	SRVCE0118273	3,012.00	Ozone boiler flue replacement
LONG BUILDING TECHNO	Professional Services	05/26/2021	SRVCE0118196	305.50	Diagnostics
LONG BUILDING TECHNO	Professional Services	05/26/2021	SRVCE0118290	228.00	Professional services
LONG BUILDING TECHNO	Professional Services	05/26/2021	SRVCE0118280	342.00	HVAC services
LONG BUILDING TECHNOLOGIES	Maintenance Agreements	06/30/2021	SRVCE0118517	4,027.96	WTP HVAC Quarterly Maintenance
NAPA AUTO PARTS CORP.	General Supplies & Materials	04/02/2021	693752	10.41	Gasket material
Other Insurance	Other Insurance	06/10/2021		134.57	Other Insurance Benefits
Papa John's	General Supplies & Materials	06/17/2021	136240386	96.00	Lunch for CWRWSJPB Meeting
Payroll	Personnel	6/10/2021		33,294.89	6/10/2021 Payroll
Payroll	Personnel	6/24/2021		33,269.66	6/24/2021 Payroll
P-CARD VENDORS	Testing	06/21/2021	L0566472, L0571354, L0573724	300.00	Bromate Testing
P-CARD VENDORS	General Supplies & Materials	05/28/2021	41789/189717	13.77	Blue paint for Bar Nunn
Raccas Pizzeria	General Supplies & Materials	06/14/2021	43567	65.66	Lunch with Potential WTP Manager
ROCKY MOUNTAIN POWER	Electricity	06/17/2021	RIN0030542	40,713.41	Electricity - WTP, Wells
ROCKY MOUNTAIN POWER	Electricity	06/17/2021	RIN0030542	7,330.75	Electricity - Tanks, Boosters, Meters
STOTZ EQUIPMENT	General Supplies & Materials	06/18/2021	P85950	180.98	Air Cleaner for Mower
STOTZ EQUIPMENT	General Supplies & Materials	06/23/2021	P86104	5.31	Fuel Filter for Mower
Sutherlands	General Supplies & Materials	06/01/2021	099191	63.35	Paint
SUTHERLANDS 2219	General Supplies & Materials	06/25/2021	016891	162.64	Sump Pump for Morad 5

City of Casper Wyoming  
 Expenditure Reimbursement Request  
 June 30, 2021

Vendor	Account Name	Date	Invoice Number	Invoice Amount	Purchased
SUTHERLANDS 2219	General Supplies & Materials	04/05/2021	061973	110.96	Raw Water Skylight Repair
Tool Pushers Supply	General Supplies & Materials	06/22/2021	227059-001	153.72	Stem Packing
Transfer Out	Transfer Out	06/04/2021	Transfer Out	15.19	FY21TRX
TYLER TECHNOLOGIES I	Consulting	06/11/2021	025-337953	4.50	Gems S028911 - Tyler Conversio
TYLER TECHNOLOGIES INC	Consulting	06/30/2021		258.50	Gems S028911 - Tyler Conversio
USABlueBook	Professional Services	06/28/2021	567052	35.54	Level Transmitter and Credit
USPS PO 5715580945	General Supplies & Materials	03/30/2021	034965	62.80	POSTAGE - Certified Mail - RWS CCRs
Verizon	Communication	06/22/2021	9881021182	26.69	WTP Operator Cell Phone
Walmart	General Supplies & Materials	06/17/2021	1042000314	23.88	Safety Supply
WARDWELL WATER & SEW	General Supplies & Materials	06/02/2021	RIN0030535	39.48	Booster supply
WEAR PARTS INC	General Supplies & Materials	04/01/2021	375269	219.15	Bolts for Actiflo
WYCOMP, INC.	Testing	06/25/2021	1069	1,372.00	Water system field test
XEROX CORPORATION	General Supplies & Materials	06/02/2021	013536886	208.21	Copier Lease - May 2021 base charge
YOURMEMBER-CAREERS	Advertising	04/06/2021	R50251080	249.00	WEF - Job Posting Water Treatm
YOURMEMBER-CAREERS	Advertising	04/06/2021	R50251063	299.00	AWWA WTP Manager Job Posting
			<b>Total</b>	<b>\$388,333.43</b>	

Central Wyoming Regional Water System

Gallons Produced

Fiscal Year 2020-2021

Entity	Gallons of Water Produced												Year-to-Date
	6/30/2021	5/31/2021	4/30/2021	3/31/2021	2/28/2021	1/31/2021	12/31/2020	11/30/2020	10/31/2020	9/30/2020	8/31/2020	7/31/2020	
Salt Creek JPB	6,449,753.061	2,120,948.980	1,328,040.816	1,936,061.224	1,530,293.878	1,421,197.959	2,000,391.837	2,417,363.265	3,081,829.592	3,946,861.224	6,349,170.408	6,526,368.367	32,658,527.551
Wardwell W&S	34,715,162.245	14,664,500.000	8,212,052.041	9,255,406.122	7,403,762.245	7,332,762.245	8,102,334.694	8,073,981.633	13,512,352.041	26,549,672.449	40,724,741.837	45,505,286.735	189,336,852.041
Pioneer	9,474,527.551	4,032,100.000	4,050,934.694	4,793,264.286	3,965,691.837	3,169,194.898	2,600,203.061	4,045,538.776	4,567,135.714	6,338,637.755	8,923,956.122	10,229,624.490	56,716,281.633
Poison Spider	1,154,948.980	851,428.571	770,357.143	845,357.143	718,826.531	602,397.959	636,275.510	617,295.918	728,469.388	1,113,877.551	2,154,285.714	2,771,836.735	11,810,408.163
33 Mile Road	1,434,438.776	905,663.265	752,346.939	926,530.612	933,775.510	763,673.469	627,142.857	922,142.857	775,000.000	999,591.837	1,541,428.571	1,594,846.939	10,742,142.857
Sandy Lake	2,501,753.061	1,167,547.959	959,487.755	742,542.857	576,936.735	511,419.388	782,880.612	837,366.327	971,097.959	1,277,796.939	2,415,355.102	2,618,221.429	12,860,653.061
Lakeview	846,252.041	253,415.306	126,527.551	126,070.408	116,156.122	118,098.980	118,098.980	191,061.224	242,033.673	457,433.673	910,136.735	1,006,235.714	3,665,268.367
Mile-Hi	924,070.408	278,773.469	199,231.633	196,271.429	177,289.796	159,268.367	154,638.776	194,705.102	321,000.000	489,945.918	1,129,656.122	1,046,403.061	4,347,183.673
City of Casper	631,984,866.878	220,585,074.449	153,934,463.429	161,100,525.918	136,512,164.347	141,759,538.735	150,325,755.673	148,482,127.898	200,275,371.633	341,727,526.653	654,189,861.388	667,333,140.531	2,976,225,550.653
Regional Water	(201,000.00)	(308,210.00)	(540,000.00)	(550,100.00)	(437,331.00)	(19,391.00)	(8,607.00)	(1,441,975.00)	(936,702.00)	(1,539,000.00)	(1,400,400.00)	(1,525,300.00)	(8,707,016.00)
<b>TOTAL</b>	<b>689,284,773.000</b>	<b>244,551,242.000</b>	<b>169,793,442.000</b>	<b>179,371,930.000</b>	<b>151,497,566.000</b>	<b>155,818,161.000</b>	<b>165,339,115.000</b>	<b>164,339,608.000</b>	<b>223,537,588.000</b>	<b>381,362,344.000</b>	<b>716,938,192.000</b>	<b>737,106,664.000</b>	<b>3,289,655,852.000</b>

TOTAL PRIOR YEAR (FY2020) GALLONS PRODUCED:

3,933,039,105.000

Central Wyoming Regional Water System

Rates Billed

Fiscal Year 2020-2021

Entity	Water Rates Billed												Year-to-Date
	6/3/2021	5/31/2021	4/30/2021	3/31/2021	2/28/2021	1/31/2021	12/31/2020	11/30/2020	10/31/2020	9/30/2020	8/31/2020	7/31/2020	
Salt Creek JPB	\$ 13,093.00	\$ 4,305.53	\$ 2,695.92	\$ 3,930.20	\$ 3,106.50	\$ 2,885.03	\$ 4,060.80	\$ 4,907.25	\$ 6,256.11	\$ 8,012.13	\$ 12,888.82	\$ 13,248.53	\$ 66,296.81
Wardwell W&S	\$ 70,471.78	\$ 29,768.94	\$ 16,670.47	\$ 18,788.47	\$ 15,029.64	\$ 14,885.51	\$ 16,447.74	\$ 16,390.18	\$ 27,430.07	\$ 53,895.84	\$ 82,671.23	\$ 92,375.73	\$ 384,353.81
Pioneer	\$ 19,233.29	\$ 8,185.16	\$ 8,223.40	\$ 9,730.33	\$ 8,050.35	\$ 6,433.47	\$ 5,278.41	\$ 8,212.44	\$ 9,271.29	\$ 12,867.43	\$ 18,115.63	\$ 20,766.14	\$ 115,134.05
Poison Spider	\$ 2,344.55	\$ 1,728.40	\$ 1,563.83	\$ 1,716.08	\$ 1,459.22	\$ 1,222.87	\$ 1,291.64	\$ 1,253.11	\$ 1,478.79	\$ 2,261.17	\$ 4,373.20	\$ 5,626.83	\$ 23,975.13
33 Mile Road	\$ 2,911.91	\$ 1,838.50	\$ 1,527.26	\$ 1,880.86	\$ 1,895.56	\$ 1,550.26	\$ 1,273.10	\$ 1,871.95	\$ 1,573.25	\$ 2,029.17	\$ 3,129.10	\$ 3,237.54	\$ 21,806.55
Sandy Lake	\$ 5,078.56	\$ 2,370.12	\$ 1,947.76	\$ 1,507.36	\$ 1,171.18	\$ 1,038.18	\$ 1,589.25	\$ 1,699.85	\$ 1,971.33	\$ 2,593.93	\$ 4,903.17	\$ 5,314.99	\$ 26,107.13
Lakeview	\$ 1,717.89	\$ 514.43	\$ 256.85	\$ 255.92	\$ 235.80	\$ 239.74	\$ 239.74	\$ 387.85	\$ 491.33	\$ 928.59	\$ 1,847.58	\$ 2,042.66	\$ 7,440.49
Mile-Hi	\$ 1,875.86	\$ 565.91	\$ 404.44	\$ 398.43	\$ 359.90	\$ 323.31	\$ 313.92	\$ 395.25	\$ 651.63	\$ 994.59	\$ 2,293.20	\$ 2,124.20	\$ 8,824.78
City of Casper	\$ 1,282,929.28	\$ 447,787.70	\$ 312,486.96	\$ 327,034.07	\$ 277,119.69	\$ 287,771.86	\$ 305,161.28	\$ 301,418.72	\$ 406,559.00	\$ 693,706.88	\$ 1,328,005.42	\$ 1,354,686.28	\$ 6,041,737.87
Regional Water	\$ (408.03)	\$ (625.67)	\$ (1,096.20)	\$ (1,116.70)	\$ (887.78)	\$ (39.36)	\$ (17.47)	\$ (2,927.21)	\$ (1,901.51)	\$ (3,124.17)	\$ (2,842.81)	\$ (3,096.36)	\$ (17,675.24)
<b>TOTAL</b>	<b>\$1,399,248.09</b>	<b>\$496,439.02</b>	<b>\$344,680.69</b>	<b>\$364,125.02</b>	<b>\$307,540.06</b>	<b>\$316,310.87</b>	<b>\$335,638.41</b>	<b>\$333,609.40</b>	<b>\$453,781.30</b>	<b>\$774,165.56</b>	<b>\$1,455,384.53</b>	<b>\$1,496,326.53</b>	<b>\$6,678,001.38</b>

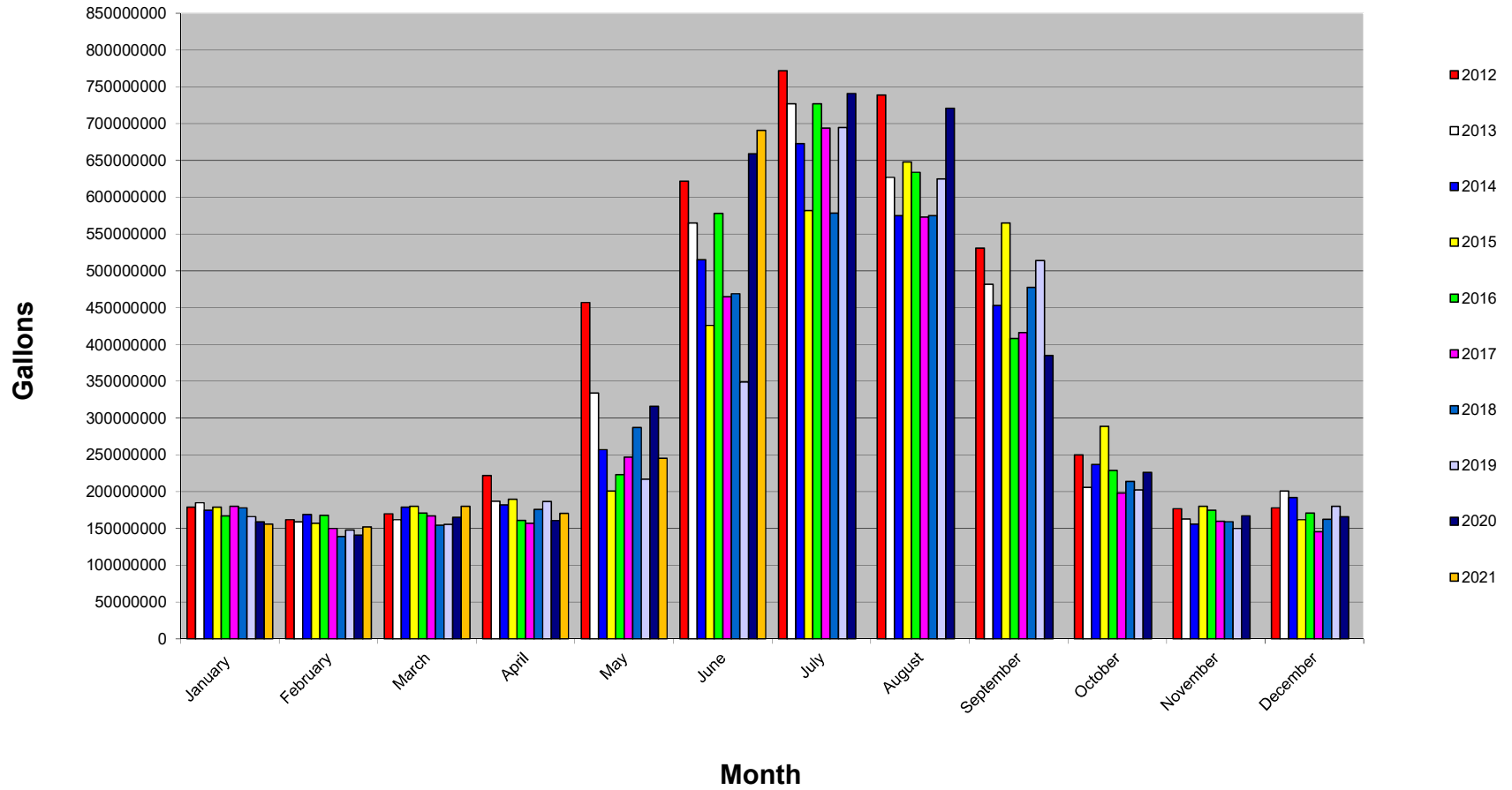
TOTAL PRIOR YEAR (FY2020) BILLING:

\$ 7,590,424.53

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



# WTP PRODUCTION





July 15, 2021

Mr. Corey Sanders  
Maguire Iron, Inc.  
P.O. Box 1446  
Sioux Falls, SD 57101

**RE: City of Casper - 2.6 Million Gallon Tank Repairs - Additional Time Extension**

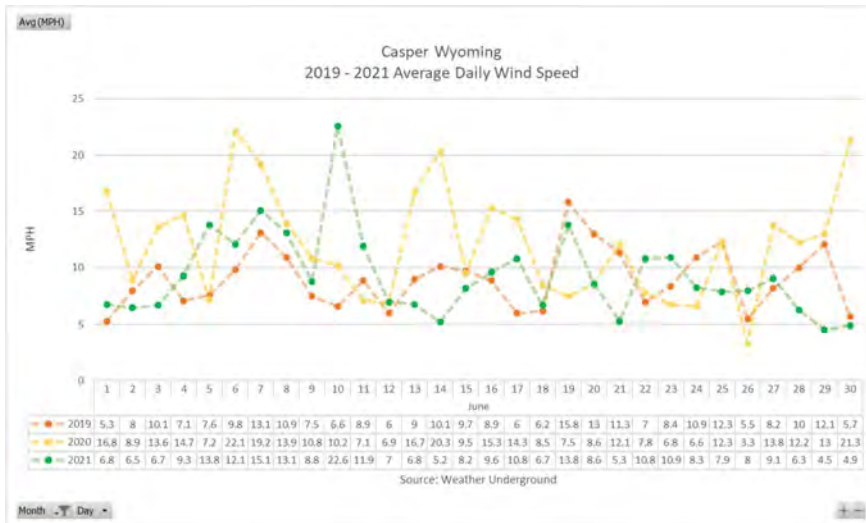
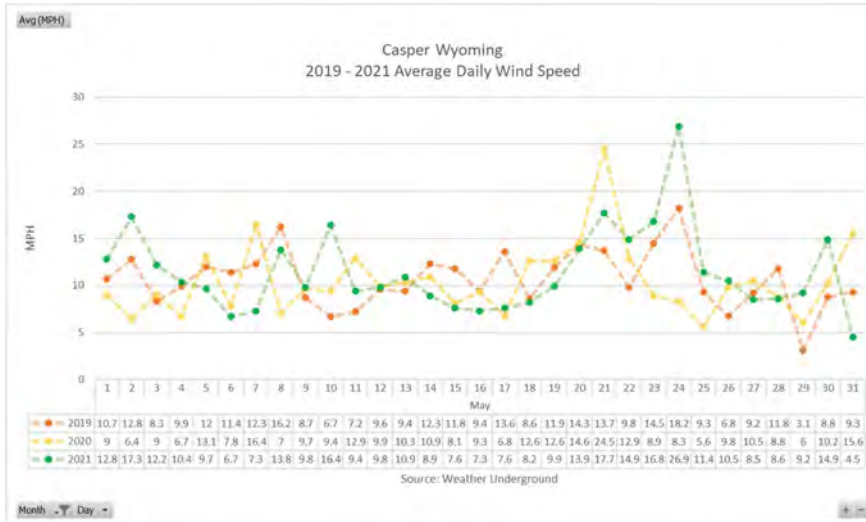
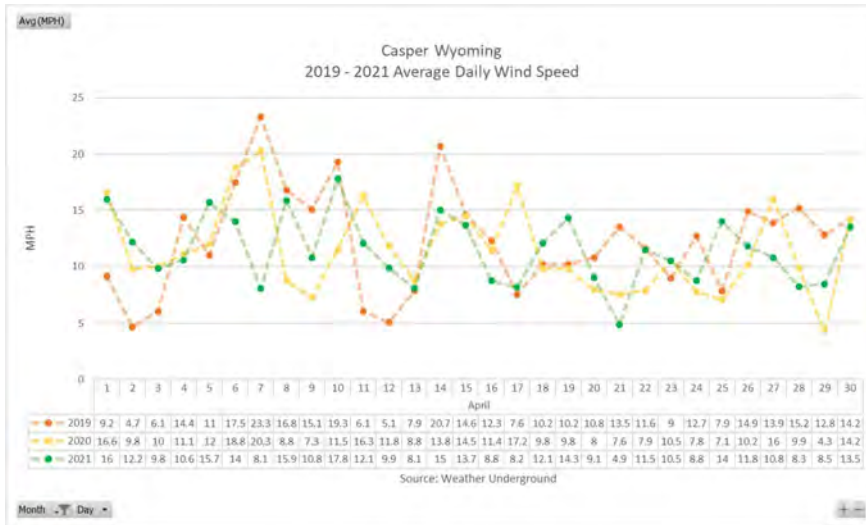
Dear Mr. Corey Sanders,

This letter is in response to your letter dated June 21<sup>st</sup>, 2021 that included additional information regarding the time extension request. From the information provided we were able to assemble a timeline for key events from the March 16, 2021 Notice to Proceed. A total of 54 non-working days from Notice to Proceed to project completion have been identified. Non-working days are considered days that work could have occurred, but for multiple reasons did not. Sequence of key events and non-working time is outlined in the table below.

Key Events	Start	Finish	Non-Working Days	Notes:
Notice to Proceed		16-Mar-21	32	Notice to Proceed to mobilized at site = 35 days
Maguire mobilization	18-Apr-21	20-Apr-21		
Demolition crew on site ( <i>sub-contractor</i> )	27-Apr-21	28-Apr-21	7	Demolition crew left site before Maguire arrived at site.
Maguire crew arrival on site		28-Apr-21		Mobilization to Maguire crew arrival = 7 days
Weather	28-Apr-21	28-Apr-21	0.5	precip 0.08, wind (mph) max. 14, avg. 8.3, min. 0
Maguire crew remove knuckle (approx.)	29-Apr-21	1-May-21		Removed knuckle after demolition crew left site
Weather	3-May-21	3-May-21	0.5	precip 0.08, wind (mph) max. 17, avg. 12.2, min. 3
Crew leaves site	5-May-21	12-May-21	8	
Weather	16-May-21	16-May-21	1	precip 0.29, wind (mph) max. 14, avg. 7.3, min. 3
No crew on site	21-May-21	21-May-21	1	Engineer witnessed no crew on-site
Request for additional time extension	4-Jun-21			50 non-working days identified
Crew leaves site	6-Jun-21	9-Jun-21	4	
Request to deduct Pay Item 11 -Floor Plate Lap Welds	21-Jun-21			
<i>Approved deduct for Pay Item 11 - Roof Plate Lap Welds</i>		25-Jun-21	0	<i>estimated 7 days work deduct - not assessed</i>
Substantial Completion - CO#1		15-Jun-21		Actual Substantial/Final Completion - July 9, 2021
Final Completion - CO#1		23-Jun-21		54 total non-working days identified

Additional Time Extension Request:

- Item 1. Floor repairs (+7 days) – Three different bid items are in place to cover different floor repair methods, there was no prior discussion or approval on the plate size Maguire intended to use. The specification dictates that a minimum 6”x 6” patch is required but does not state that all had to be that small. It is specified that anything requiring smaller than 6” x 6” would be pit fill welds. From observation, Maguire provided what was required and didn’t stop work, submit an RFI or other documentation noting that additional effort was being made on these items. Additional days for floor repair work is denied.
- Item 2. Shell extension / welding method in high wind (+4 days) - High winds are characteristic of the Casper area and was discussed prior to construction. When work commenced a suitable welding method to eliminate the impact of high winds should have been utilized. Wind information was provided in your June 21<sup>st</sup> letter (Weather Underground). Further evaluation of the average daily wind speed from April to June over a 2019 to 2021 time period is depicted in the charts below (Weather Underground). The average wind speed for this period is typical for the Casper area. Information to determine how wind speed impacted the project schedule critical path was not provided. Additional days due to high winds is denied.



- Item 3. Shell wall repair (+2 days) – Maguire was directed by the owner to provide some additional patch repairs that were not included in the project or in the structural review. Approval for 2 additional days is granted.
- Item 4. Removal of the knuckle (+3 days) – The knuckle was removed by Maguire instead of the demolition company. This is “in scope” work included in the project. As noted from our last phone conversation, Maguire indicate that it was more of a scheduling and communication issue between Maguire and demolition subcontractor. Means and Methods are not dictated by the owner or engineer, as previously stated the knuckle had to be removed at some time and that sequence of construction is the responsibility of the contractor. The demolition crew was on site for one day and did not perform the knuckle removal as planned. Information to determine how this work impacted the project schedule critical path was not provided. Additional time for removal of the knuckle is denied.
- Item 5. Weather (+ approx. 2 days) – Date and conditions for non-working days caused by adverse weather were provided as follows:

	Start	Finish	Days	Conditions:
Weather	28-Apr-21	28-Apr-21	0.5	precip 0.08, wind (mph) max. 14, avg. 8.3, min. 0
Weather	3-May-21	3-May-21	0.5	precip 0.08, wind (mph) max. 17, avg. 12.2, min. 3
Weather	16-May-21	16-May-21	1	precip 0.29, wind (mph) max. 14, avg. 7.3, min. 3

Excess make-up days were available throughout construction. Information regarding how the weather impacted the critical path was not provided. Additional time for weather delay is denied.

- Added Improvement Item. Additional 5/8” plate was installed to the floor directly under the new support columns. It is estimated that this improvement effort required an addition 2 days for installation. Approval for 2 additional days is granted.

The current substantial completion date is June 15, 2021. The project reached Substantial/Final Completion on July 9, 2021. As described in the items above, 4 additional days will be added to substantial completion. Substantial completion will be June 19, 2021.

Your interest to provide a top-quality product for the owner and contribution to the successful completion of this project is greatly appreciated.

Sincerely,  
HDR Engineering

Nick Van Wyhe, PE  
Project Manager



July 16, 2021

Mr. Andrew Colling  
City of Casper  
200 North David Street  
Casper, WY 82601

RE: City of Casper  
2.6 Million Gallon Tank Repairs  
Additional Time Extension

Dear Mr. Colling,

After receiving the correspondence from HDR in regards to our time extension request, we were disappointed with their assessment and still do not agree with their recommendations. However, at this time we would prefer to avoid a back-and-forth situation and simply ask for understanding from the owner.

This project obviously had huge delays in getting the proper permitting and we struggled with communication from HDR. This ultimately led to us doing our work this spring/summer instead of last fall when we had planned. A few of the email and text chains were sent to you to give you an idea of what we were battling with.

Throughout this project we incurred large financial hits due to the permitting delay, material/labor increases due to COVID, and increased work on the shell and floor. We continually made decisions that we were not going to add a financial increase to the contract/owner due to these items. We also saved the owner substantial money by bidding \$550,000 below the second bid and the engineer's estimate.

In summary, we are requesting that the owner take a look at the overall picture of this project. We had to work through some difficult situations but at the end of the day we provided a top-quality product and did not increase the price of this project. We also completed on time as to not delay the painting. We're aware that there are potential LD's on this project due to us being contractually late on our substantial completion. We are asking that these could be waived. However, if there are some actual damages/expenses that were incurred due to the late completion, we would cover those and ask for LD's to be partially waived.

I can be available for any discussions or questions if you and/or the board would like to visit about anything on this project.

I appreciate your consideration with this matter.

Sincerely,



Corey R. Sanders  
Senior Project Manager



July 20, 2021

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, Assistant Public Utilities Manager  
Andrew Colling, Engineering Technician

SUBJECT: Change Order No. 2  
2.6M Gallon Tank Recoating, Project 18-093

Meeting Type & Date:

CWRWS Joint Powers Board Meeting  
July 20, 2021

Action Type

Board Approval

Recommendation:

That the Central Wyoming Regional Water System Joint Powers Board (Board) authorize Change Order No. 2 with Riley Industrial Services, Inc., for a contract increase of \$23,315.30 and a time extension of 380 days, as part of the 2.6M Gallon Tank Recoating, Project 18-093.

Summary:

Riley Industrial Services, Inc. is under contract with the Board for the 2.6M Gallon Tank Recoating Project. The project includes the surface preparation and coating of the interior and exterior of the 2.6M Gallon water storage tank. During blasting operations, it was determined that the roof structure was badly corroded and that repairs were going to be necessary. Change Order #1 retained Riley Industrial until the structural repairs were completed.

The design, bidding, and construction of the structural repairs took longer than anticipated, delaying Riley Industrial from remobilizing to finish the coating work. Due to the extended period that has lapsed since the original bid, Riley Industrial Services is requesting a contract increase due to the rising costs of labor, materials, and insurance.

It is recommended that the contract amount be increased \$23,315.30 for inflationary cost increases, and the contract time be extended three hundred eighty (380) days to allow for Riley Industrial Services to complete the coating work as specified by the original contract.

With the approval of this Change Order, the substantial completion date will become November 15,

Riley Industrial Services, Inc.  
2.6M Gallon Tank Recoating  
Project No. 18-093

2021.

Financial Considerations:

Funding for this Change Order will be from the project contingency funds and RWS Reserves.

Oversight/Project Responsibility:

Andrew Colling, Engineering Tech

Attachments:

Change Order No. 2

Cost Increase Request

CITY OF CASPER  
CHANGE ORDER

NO. Two (2)


PROJECT: 2.6M Gallon Tank Recoating, Project 18-093  
 OWNER: Central Wyoming Regional Water System Joint Powers Board  
 CONTRACTOR: Riley Industrial Services, Inc.  
 ENGINEER: City of Casper, Engineering Department

You are directed to make the following changes in the Contract Documents:

Description: Riley Industrial was original awarded a contract to blast and recoat the interior and exterior of the 2.6M Gallon Backwash Tank on May 21, 2019. Once construction began, the decision to remove and replace the roof and supporting structure was made. Change Order #1 retained Riley Industrial until the structural repairs were completed. The design, bidding, and construction process for the roof replacement took longer than expected. Now that the repairs are complete, Riley Industrial is remobilizing to the site to complete the coating work. With a nearly 2 year delay on the project, Riley is requesting additional compensation for cost increases to materials, fuel, labor, and insurance. It is recommended that Riley Industrial's contract price be increased \$23,315.30 due to inflation cost increases and the contract time be extended an additional three hundred eighty (380) days to allow Riley Industrial Services to complete the coating repairs.

Attachments: Memo, Cost Increase Request

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$715,584.00	Original Contract Time: (days or date) Substantial completion: October 31, 2019 Final completion: November 8, 2019
Previous Change Orders No. 1 to 1 <u>+196,106.83</u>	Net change from previous Change Orders (days): <u>365</u>
Contract Price prior to this Change Order: \$911,690.83	Contract Time prior to this Change Order: Substantial completion: October 31, 2020 Final completion: November 8, 2020
Net Increase change of this Change Order: \$23,315.30	Net Increase of this Change Order: (days) <u>-- 380 --</u>
Contract Price with all approved Change Orders: \$935,006.13	Contract Time with all approved Change Orders:(date) Substantial completion: November 15, 2021 Final completion: November 22, 2021

ACCEPTED:  BY: \_\_\_\_\_ Contractor

RECOMMENDED: \_\_\_\_\_ BY: \_\_\_\_\_ Engineer

APPROVED: \_\_\_\_\_ BY: \_\_\_\_\_ Owner





PLANT LOCATION  
2615 SAN JUAN BLVD FARMINGTON, NM 87401  
PHONE (505) 327-4947

MAILING ADDRESS  
P.O. BOX 2014 FARMINGTON, NM 87499  
FAX (505) 328-0305

June 21, 2021

## Central Wyoming Regional Water System Joint Powers Board

Attention: Andrew Collings

### Re: **2.6M Gallon Tank Recoating Project No. 18-093** **Inflation cost increases – 2019 to 2021**

Since there has been such an extended time period from the original bid proposal there are some areas where this will affect our costs of doing work now versus back in 2019 when the work was bid and started before delays were needed due to the tank needing the roof and structure needing to be replaced. Since agreement to hold our original contract price, a one (1) year delay has now turned into two (2) years.

The following is what has been affected regarding price increases and we feel that a change order so we can be compensated for these cost that will be incurred due to inflationary situations.

✓ Paint / Coating Material	\$ 6,722.40
✓ Equipment Rentals	\$ 2,910.00
✓ Steel Grit Abrasives	\$ 5,047.90
✓ Labor	\$ 6,017.00
✓ Insurance	\$ 2,618.00
Total	\$23,315.30

We have included documents to show what was bid originally and what cost are now.

### Client Acceptance

\_\_\_\_\_  
Authorized Signature

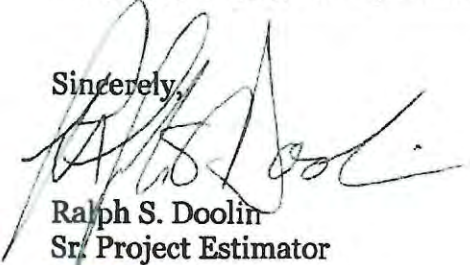
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

If you have any questions please feel free to E-mail me at [ralphd@rileyindustrial.com](mailto:ralphd@rileyindustrial.com) or call 505-327-4947 for my immediate attention.

Sincerely,



Ralph S. Doolin  
Sr. Project Estimator



## 2.6 MG Tank Recoating Project - Pricing increase incurred

Coating Product	2019 Pricing	2021 Pricing	Cost Difference	Project amounts		Increased Cost
Dura-Plate Primer Gold	\$57.55	\$64.31	\$6.76	180	gals	\$1,216.80
Dura-Plate UHS	\$58.99	\$64.16	\$5.17	600	gals	\$3,102.00
Corothane 1 GalvaPac 2K	\$80.00	\$80.00	\$0.00	95	gals	\$0.00
Macropoxy 646 Fast Cure	\$31.54	\$36.00	\$4.46	160	gals	\$713.60
Sher-Loxane 800 Polysiloxane	\$75.00	\$88.00	\$13.00	130	gals	\$1,690.00
<b>Total</b>						<b>\$6,722.40</b>

Rental Equipment	2019 Pricing	2021 Pricing	Cost Difference	Rental time	Increased Cost
40-42 Boom Lift	\$2,656.00	\$2,885.00	\$229.00	3 months	\$687.00
60' Boom lift	\$3,290.00	\$3,571.00	\$281.00	3 months	\$843.00
12,000 lbs forklift	\$719.00	\$834.00	\$115.00	12 days	\$1,380.00
<b>Total</b>					<b>\$2,910.00</b>

Miscellaneous Items	2019 Pricing	2021 Pricing	Cost Difference	Project amounts	Increased Cost
Steel Grit Loss	\$0.63	\$0.75	\$0.12	6500 pounds	\$780.00
Propane (for DH unit)	No change in pricing			4000 gals	\$0.00
Diesel Fuel - Air Compressor	\$2.98	\$3.33	\$0.35	5320 gals*	\$1,862.00
- Generator	\$2.98	\$3.33	\$0.35	6224 gals**	\$2,178.40
- Grit Reclaimer	\$2.98	\$3.33	\$0.35	650 gals***	\$227.50
<b>Total</b>					<b>\$5,047.90</b>

(\*) 665 hours of use @ 8 gallons per hour

(\*\*) 778 hours of use @ 8 gallons per hour

(\*\*\*) 130 hours of use @ 5 gallons per hour

Labor	2019 rate	2021 rate	Cost Difference	Project amounts	Increased Cost
Project Manager (1)	\$57.07	\$58.78	\$1.71	156 manhours	\$266.76
Superintendent (1)	\$53.25	\$54.85	\$1.60	812 manhours	\$1,299.20
Journeyman (3)	\$46.56	\$47.96	\$1.40	2631 manhours	\$3,683.40
Helper (1)	\$32.32	\$33.29	\$0.97	792 manhours	\$768.24
<b>Total</b>					<b>\$6,017.60</b>

<b>Date</b>	<b>Rocky Mountain No 2 Diesel Retail Prices (Dollars per Gallon)</b>
Jan-2019	2.967
Feb-2019	2.888
Mar-2019	2.949
Apr-2019	3.089
May-2019	3.185
Jun-2019	3.095
Jul-2019	2.98
Aug-2019	2.945
Sep-2019	2.976
Oct-2019	3.047
Nov-2019	3.212
Dec-2019	3.17
Jan-2020	3.04
Feb-2020	2.887
Mar-2020	2.729
Apr-2020	2.486
May-2020	2.351
Jun-2020	2.347
Jul-2020	2.344
Aug-2020	2.366
Sep-2020	2.358
Oct-2020	2.325
Nov-2020	2.448
Dec-2020	2.567
Jan-2021	2.598
Feb-2021	2.746
Mar-2021	3.2
Apr-2021	3.249
May-2021	3.331



[Back to Contents](#)

**Data 1: Residential Propane Weekly Heating Oil and Propane Prices (Oc  
Rocky Mountain  
(PADD 4) Propane  
Residential Price  
(Dollars per Gallon)**

<b>Date</b>	<b>Residential Price (Dollars per Gallon)</b>
Jan-2019	2.224
Feb-2019	2.213
Mar-2019	2.19
Oct-2019	1.52
Nov-2019	1.634
Dec-2019	1.731
Jan-2020	1.735
Feb-2020	1.721
Mar-2020	1.68
Oct-2020	1.537
Nov-2020	1.611
Dec-2020	1.703
Jan-2021	1.878
Feb-2021	2.026
Mar-2021	2.1



P.O. # 6719LG

DATE 6/7/2019

[www.rileyindustrial.com](http://www.rileyindustrial.com)  
[jonh@rileyindustrial.com](mailto:jonh@rileyindustrial.com)

INQUIRIES, PLEASE CALL: Jon Hutchison  
 Office: 505-327-4947  
 Fax: 505-326-0305

Quote No.:  
 TERMS: NET 30 DAYS  
 F.O.B.: Dest PPA.  
 How Ship: Vender Handle  
 Taxable: NO  
 Job Name: Stock  
 Job # **Stock / Casper**  
 Date Req:  
 Request By: Glen Riley

To: **Uniwest**  
 Attn: Desiree  
 Address

**Ship To: Riley Industrial Services**  
 2615 San Juan Blvd  
 Farmington NM 87402

Ph: 1-888-728-9120

Fax:

Cell: [desiree@UniwestDenver.com](mailto:desiree@UniwestDenver.com)

QTY	REC	Part Number	DESCRIPTION	UNIT PRICE	EXT PRICE
42500	42500	LG-40	Steel Grit 1700lb Drums	\$0.62	\$26,350.00
					\$0.00
				Fr	\$425.00
			.63 Per lb		
			\$1071.00 Per drum		
				<b>TOTAL</b>	<b>\$26,775.00</b>

VALID FOR 30 DAYS FROM DATE OF QUOTATION



P.O. # 4621LG

DATE 4/6/2021

[www.rileyindustrial.com](http://www.rileyindustrial.com)  
[jonh@rileyindustrial.com](mailto:jonh@rileyindustrial.com)

INQUIRIES, PLEASE CALL: Jon Hutchison  
 Office: 505-327-4947  
 Fax: 505-326-0305

Quote No.:  
 TERMS: NET 30 DAYS  
 F.O.B.: Dest PPA.  
 How Ship: Vender Handle  
 Taxable: NO  
 Job Name: Stock  
 Job # **Stock /**  
 Date Req:  
 Request By: George Riley

To: **Uniwest**  
 Attn: Desiree  
 Address

**Ship To: Riley Industrial Services**  
 2615 San Juan Blvd  
 Farmington NM 87402

Ph: 1-888-728-9120

Fax:

Cell: [desiree@UniwestDenver.com](mailto:desiree@UniwestDenver.com)

QTY	REC	Part Number	DESCRIPTION	UNIT PRICE	EXT PRICE
42500	42500	LG-40	Steel Grit 1700lb Drums	\$0.72	\$30,464.85
					\$0.00
				Frnt	\$1,600.00
			.75 Per lb		
			\$1275.00 Per drum		
<b>TOTAL</b>					<b>\$32,064.85</b>

VALID FOR 30 DAYS FROM DATE OF QUOTATION

All Branches

casper, WY



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UNITED RENTALS

## General Equipment & Tools

5103 W. YELLOWSTONE CASPER, WY  
HWY 82604

307-237-3771

Fax: 307-472-2945

Manager: HAROLD THARP

Branch ID: F39

[Rent Online](#)

### Hours of Operation

Monday	7:00 AM - 5:00 PM
Tuesday	7:00 AM - 5:00 PM
Wednesday	7:00 AM - 5:00 PM
Thursday	7:00 AM - 5:00 PM
Friday	7:00 AM - 5:00 PM
Saturday	CLOSED
Sunday	CLOSED

CASPER, WY Heavy Equipment, Aerial, Earthmoving,  
Material Handling Equipment & Tools

With the largest fleet in the industry and over 1,000 locations across North America, we are your single source to rent or buy heavy equipment. You can count on our team of industry experts, top-tier equipment & tools, and 24/7 customer service to keep your operations running smoothly, day or night.

### EQUIPMENT OFFERED

General Rental

### Equipment Category Links

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- [Scissor Lifts](#)
- [Boom Lifts](#)
- [Towable Light Towers](#)
- [Skid Steers and Tractor Loaders](#)



Cat Class Code: 235-1675



## Telehandler Reach Forklift, 50 ft.-56 ft., 12,000 lbs.

Combine the lifting power of a forklift and the utility of the crane with this telescopic telehandler. This unit can carry up to 12,000 lbs. of materials and reach up to 56' for heavy-duty jobs. We have multiple steering modes available and increased visibility for the operator. United Rentals carries manufacturers such as JCB, Genie, Bobcat and Caterpillar.

- Maximum lift height up to 56'
- Telescopic variable reach lift
- Multiple steering modes available
- Reduced-overhang chassis for improved visibility
- Add this forklift to your cart now

### Pricing

<input checked="" type="radio"/>	Daily	Weekly	Monthly
	\$834	\$2,105	\$5,156

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**Equipment & Tool Rentals**  
**5103 W. YELLOWSTONE HWY**

307-237-3771

5103 W. YELLOWSTONE HWY

CASPER, WY, 82604

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[HOME](#) > [EQUIPMENT](#) > [FORKLIFTS MATERIAL HANDLING](#) > [REACH FORKLIFTS](#) >  
**VARIABLE REACH FORKLIFT 12000 LBS**



CAT. CLASS CODE: 233-1675

## Variable Reach Forklift, 12,000 lbs., 50-56'

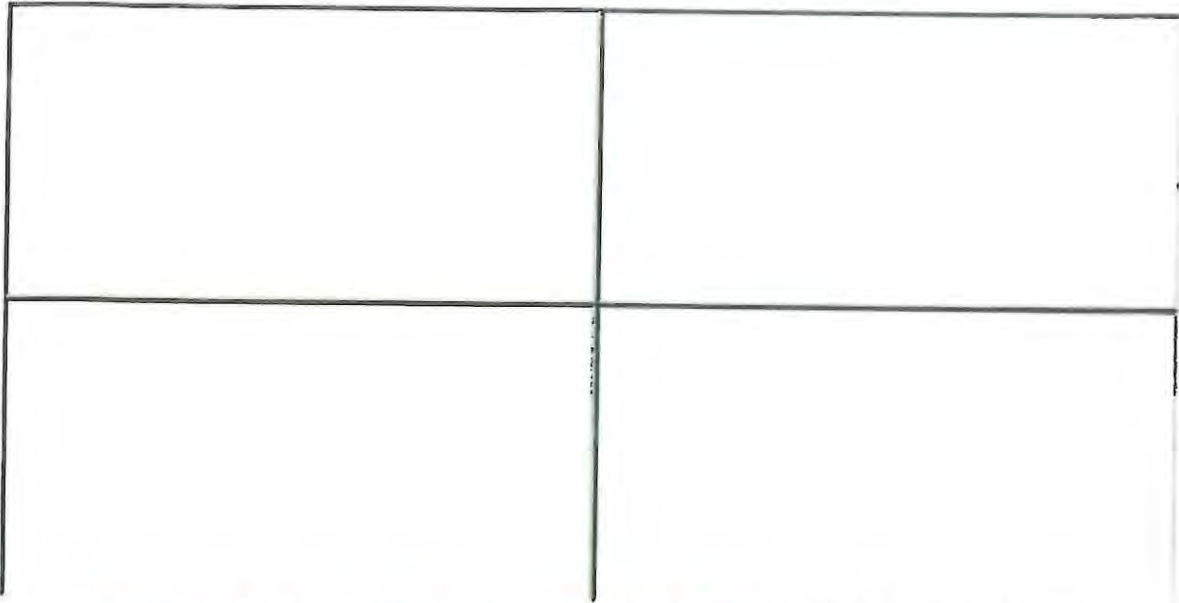
Gradall material handlers feature unique 90° rear pivot steering for a tighter turning radius. Hydrostatic drive provides simple, no-shift operation at any speed including 4-wheel inching. Rugged, overlapping boom sections give you secure, precise material placement. Long wheelbase and mid-mounted engine for great mobility in mud, on dirt, gravel, and rough terrain. The operator's convenient, easy to learn controls, visibility and protection from falling objects

### Pricing

Daily	Weekly	Monthly
\$719	\$1,784	\$4,935

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Joystick control handles all boom  
 steering modes available  
 turning radius, excellent maneuverability



[HOME](#) > [EQUIPMENT](#) > [AERIAL WORK PLATFORMS](#) > [BOOM LIFTS](#) > [STRAIGHT BOOM LIFT 60 4WD](#)



CAT. CLASS CODE:  
310-6026

## Straight Boom Lift, 60', 4WD



### Pricing

Daily	Weekly	Monthly
\$663	\$1,381	\$3,290

You are viewing equipment rates for  
Casper, WY

United Rentals carries a complete range of JLG telescopic boom lifts for construction, mechanical contracting, painting, glazing, electrical work, and industrial maintenance. 360° platform rotation for easy boom positioning and self-leveling platforms are standard. Booms can be raised, lowered, and extended horizontally while the work platform remains straight and stable. You can maneuver and steer in any direction, even while the platform is extended. Both 2WD and 4WD models are available to suit your site conditions. Hydrostatic drive, positive traction, oscillation axles and proportional controls give you smooth, easy operation. Units optionally equipped with 6' articulating jib extensions are also available as well as the new rotating jib option on some models. Welding units in platform have greatly

United Rentals now offers a contactless drive-up service to safely and efficiently pick up the equipment you need.

Equipment > Aerial Work Platforms > Boom Lifts > Telescopic Booms Lift 60 Ft. 4WD

Cat Class Code: 310-9920



## Telescopic Boom Lift, 60 ft., 4WD

United Rentals carries a complete range of telescopic boom lifts for construction, mechanical contracting, painting, glazing, electrical work and industrial maintenance. Straight boom lifts can be raised, lowered and extended horizontally while the work platform remains stable and straight. With advanced maneuverability and narrow turn radius, you can maneuver and steer in any direction, even while the platform is extended. Hydraulic drive, positive traction, oscillation axes, and proportional controls make driving the boom lift smooth and easy. This boom lift is four-wheel drive with 45% gradeability, making it ideal for moving around outdoor job sites.

- Horizontal reach up to 50'
- Fuel-efficient diesel engine
- Stay stable with self-leveling platform
- Platform capacity up to 600 lbs. on some models
- Add this telescopic boom lift to your cart now

### Pricing

	Daily	Weekly	Monthly
	\$785	\$1,473	\$3,571

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Equipment & Tool Rentals  
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307-237-3771

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CASPER, WY, 82604

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Showing Results 1 - 1 of 1




HOME > EQUIPMENT > AERIAL WORK PLATFORMS > BOOM LIFTS > STRAIGHT BOOM LIFT 40 42 4WD



CAT. CLASS CODE:  
310-4026

## Straight Boom Lift, 40-42', 4WD

United Rentals carries a complete range of JLG telescopic boom lifts for construction, mechanical contracting, painting, glazing, electrical work, and industrial maintenance. 360° platform rotation for easy boom positioning and self-leveling platforms are standard. Booms can be raised, lowered, and extended horizontally while the work platform remains straight and stable. You can maneuver and steer in any direction, even while the platform is extended. Both 2WD and 4WD models are available to suit your site conditions. Hydrostatic drive, oscillation axles, positive traction, and proportional controls give you smooth, easy operation. Units optionally equipped with 6' articulating jib extensions are also available as well as the new rotating jib option on some models. Welding units in platform have greatly increased versatility as well as productivity of units so equipped.

### Pricing

Daily	Weekly	Monthly
\$570	\$1,205	\$2,656

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United Rentals now offers a contactless drive-up service to safely and efficiently pick up the equipment you need.

Equipment > Aerial Work Platforms > Boom Lifts > Articulating Boom Lift, 45 ft, 4WD, Gas Or Diesel Power Available



Cat Class Code: 310-4001



## Articulating Boom Lift, 45 ft., 4WD, Gas or Diesel Power Available

This 45' articulating boom lift will give you the height and maneuverability you need for the job. These larger four-wheel drive boom lifts still have minimal tail swing, allowing greater maneuverability in tight workspaces. They have high ground clearance and up to 45% gradeability, making driving the boom lift easy and smooth. Some lifts have welding units in platform to greatly increase versatility as well as productivity. Lifts with 5' articulating job extensions are also available. Rent this powerful lift today.

- Safely drivable at full elevation
- Conveniently steer in any direction
- Jib extensions available
- Automatic self-leveling
- Add this heavy-duty boom lift to your cart now

### Pricing

	<b>Day</b> \$581	<b>Weekly</b> \$1,297	<b>Monthly</b> \$2,685
--	---------------------	--------------------------	---------------------------

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All Branches



Enter a location

UNITED RENTALS

**Equipment & Tool Rentals**  
**5103 W. YELLOWSTONE HWY**

307-237-3771

5103 W. YELLOWSTONE HWY

CASPER, WY, 82604

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3.47 mi



**PRICE QUOTATION**

05/13/2019  
Quote #: 4681658

ACCOUNT NUMBER #: 7157-3157-6  
RILEY INDUSTRIAL SERVICES INC  
PO BOX 2014  
FARMINGTON, NM, 87499-2014  
(505) 327-4947

PROJECT: Wy Tank

We are Pleased to quote you as follows:

PURCHASE TYPE: Annual Requirements

**Kit Section**

DESCRIPTION	SALES	PROD	REX-SC	KIT QTY	KIT PRICE	QTY	PRICE PER WORKING GALLON NET PRICE
<b>DURA-PLATE UHS PRIMER GOLD WITH STANDARD HARDENER 5-GALLON KIT</b>	620201160	162H0210S-5KT		2	\$287.75	10.00	\$57.55
<b>Additional Info:</b>							
Kit Fill Gallons				5.0			
DRA-PLT PRM GOLD A	640312890						
DRA PLT HARD CLR B	640311841						
<b>DURA-PLATE UHS WHITE WITH STANDARD HARDENER 5-GALLON KIT</b>	620201228	162W0210S-5KT		2	\$294.85	10.00	\$58.99
<b>Additional Info:</b>							
Kit Fill Gallons				5.0			
DRA PLT HARD CLR B	640311841						
DURA-PLATE-UHS-W-A	640173563						
<b>MACROPOXY 646 FAST CURE EPOXY MILL WHITE 10-GALLON KIT</b>	620211516	158W00610-10KT		2	\$315.40	20.00	\$31.54
<b>Additional Info:</b>							
Kit Fill Gallons				10.0			
MAC 646 HARD B	640173597						
MPXY 646 MIL WHT A	640174886						

DESCRIPTION	SALES	PROD	REQ-DC	KIT QTY	KIT PRICE	QTY	PRICE PER WORKING GALLON / UNIT PRICE
-------------	-------	------	--------	---------	-----------	-----	---------------------------------------

SHER-LOXANE 800 POLYSILOXANE EXTRA WHITE 5-GALLON KIT	101271096	180W00501-5KT	2	\$375.00	10.00	\$75.00
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Additional Info:

Kit Fill Gallons	5.0
SHRLXN800 HRD B	650972433
SHRLXN800 XWHT A	650972425

**Other Products**

COROTHANE GALVAPAK ZINC PRIMER MOISTURE CURE URETHANE 1K; GRAY	640316436	B65G00011-3GL-KT	N/A	N/A	0	\$220.05
--	-----------	------------------	-----	-----	---	----------

Additional Info:

We thank you for your consideration of Sherwin-Williams products and look forward to supplying these products to you.

**TERMS OF THE SALE #:**

Quote Expires: 07/31/2019

Terms: As Agreed

By: John Anderson

Store Address: 202 E MAIN ST  
City: FARMINGTON, State: NM, ZIP: 87401-2704  
Phone: (505) 327-5187

**NOTICE:** Please take notice that the quotation set forth above is not a contract and is subject to and conditioned upon approval by Sherwin-Williams. In the event such approval is not obtained, you will be provided with a revised quotation and the quotation set forth above shall be null, void and of no force or effect. The pricing and recommendations detailed in this proposal represent confidential information provided by Sherwin-Williams. We request that it not be copied or shared with others outside your firm. Please refer to product data pages for surface prep, mixing and application instructions.

Square footage amounts were estimated or given. Coverage of materials are estimated and actual coverages may differ. These guidelines should not be used as absolutes. The Sherwin-Williams cannot assume responsibility for job site conditions.

The purchase of the products set forth in this price quote is subject to The Sherwin-Williams Company Terms and Conditions of Sale, which are incorporated in full by this reference and are available at <http://careers.sherwin-williams.com/corporatesocialresponsibility/policies>. Sherwin-Williams limits acceptance of the price quote to these Terms and Conditions of Sale, and objects to any different terms in any purchase order, issuance of which indicates purchaser's acceptance of such Terms and Conditions of Sale.





ACCOUNT # 7157-3157-6  
 RILEY INDUSTRIAL SERVICES INC - Updated Wy Tanks  
 QUOTE # 5729056  
 VALID FROM: MAY 24, 2021 - AUG 31, 2021

**TERMS OF THE SALE:**  
 Terms: As Agreed

Purchase Type: Single Purchase

Description	Sales #	Prod # - Size	Qty	Price	Working Gallon Qty	Working Gallon Price	Extended Price
DURA-PLATE UHS PRIMER GOLD WITH STANDARD HARDENER 5-GALLON KIT	620201160	I62H0210S- 5KT	1	\$321.55	5.0	\$64.31	\$321.55
<b>Kit Components:</b> 640312690 - DRA-PLT PRM GOLD A   640311841 - DRA PLT HARD CLR B							
DURA-PLATE UHS WHITE WITH STANDARD HARDENER 5-GALLON KIT	620201228	I62W0210S- 5KT	1	\$320.80	5.0	\$64.16	\$320.80
<b>Kit Components:</b> 640173563 - DURA-PLATE-UHS-W-A   640311841 - DRA PLT HARD CLR B							
MACROPOXY 646 FAST CURE EPOXY MILL WHITE 10-GALLON KIT	620211516	I58W00610- 10KT	1	\$360.00	10.0	\$36.00	\$360.00
<b>Kit Components:</b> 640174686 - MPXY 646 MIL WHT A   640173597 - MAC 646 HARD B							
SHER-LOXANE 800 POLYSILOXANE ULTRADEEP BASE 5-GALLON KIT	101271070	I80T00504- 5KT	1	\$440.00	5.0	\$88.00	\$440.00
<b>Kit Components:</b> 650972391 - SHRLXN800 ULTDP A   650972433 - SHRLXN800 HRD B							
COROTHANE I GALVAPAC 2K ZINC PRIMER GRAY 2.75-GALLON KIT	620206912	I65G00010- 2.75KT	1	\$220.00	2.75	\$80.00	\$220.00
<b>Kit Components:</b> 640129425 - CORTH I HI LOAD ZN   640173837 - ZNC CD VL ZC DST F							

**Total Price: \$1,662.35**

July 20, 2021

**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, Assistant Public Utilities Manager  
Andrew Colling, Engineering Technician

**SUBJECT:** Authorizing an Agreement with Engineering Associates, in the amount of \$40,250 for the Caisson #2 Rehab, Project No. 21-040.

**Meeting Type & Date**

Central Wyoming Regional Water System Joint Powers Board (Board) Meeting  
July 20, 2021

**Recommendation**

That the Board authorize an Agreement with Engineering Associates, for the Caisson #2 Rehab, Project No. 21-040, in the amount of \$40,250.

**Summary**

The Regional Water System (RWS) maintains a ground water supply system consisting of 26 vertical wells, three horizontal collector wells, one inactive filtration gallery, and associated recharge basins. Industry standard well maintenance includes rehabilitation of wells every three to five years. Over the past few years, the RWS capital budget has included funds each year for well rehabilitation. The FY22 budget includes funding to rehabilitate Caisson #2. Caisson #2 was constructed in the 1950's with above ground improvements completed in 1998. No records have been located that indicate the last time the well underwent underground rehabilitation. Over the past year, water production from this well has decreased from 700-800 GPM to 300 GPM. Original design was 1400 GPM.

The rehabilitation program will consist of using a high-pressure jetting method to thoroughly dislodge the fine sediment and sand, mineral scale, rust, and biological deposits from inside and between the openings of the lateral screen. This jetting will be followed by chemically treating each lateral followed by a repeat of the high-pressure jetting method. The Ranney Collector will then be tested and videoed to substantiate the success of the rehabilitation effort.

The Agreement with Engineering Associates consists of providing engineering services to include the preparation of bid design and bid documents, assisting with the bid process, and overseeing the rehabilitation work.

**Financial Considerations**

Funding for this project is included in the RWS FY22 Capital Budget.

**Oversight/Project Responsibility**

Andrew Colling, Engineering Technician, Public Services

**Attachments**

Agreement  
Proposal

# CONTRACT FOR PROFESSIONAL SERVICES

## PART I - AGREEMENT

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

1. The Central Wyoming Regional Water System Joint Powers Board, a Wyoming joint powers board, 1500 SW Wyoming Boulevard, Casper, Wyoming, 82604 (“Board”).
2. Engineering Associates, 605 Plaza Court, Laramie, Wyoming 82073 (“Consultant”).

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

### RECITALS

A. The Central Wyoming Regional Water System Joint Powers Board is undertaking certain activities necessary to rehabilitate Caisson #2, located in the Central Wyoming Regional Water System Well Field, with this rehabilitation identified as Casper City Engineering Project No. 21-040.

B. The project requires professional services for providing design, bidding, and construction administration.

C. The Consultant represents that it is ready, willing, and able to provide the professional services to Board 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 services as detailed in their proposal dated June 22, 2021 and attached as Exhibit ‘A’.

2. TIME OF PERFORMANCE:

The services of the Consultant are to commence on the date of approval of this Contract for Professional Services by the Central Wyoming Regional Water System Joint Powers Board, expected July 20, 2021. The Project shall be undertaken and completed within a period that may reasonably be required for execution of well rehabilitation services and associated report preparation and submittal. **All services related to the Project shall be completed by May 31, 2022.**

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed sum of Forty Thousand Two Hundred Fifty and 00/100 Dollars (\$40,250).

4. METHOD OF PAYMENT:

Payment will be made following receipt of an itemized invoice from the Consultant for services rendered in conformance with the Contract, and following approval by the Board. Consultant shall submit an invoice for payment specifying that it has performed the services rendered under this Contract, in conformance with the Contract, and it is entitled to receive the amount requested under the terms of the Contract.

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

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

*"This portion of this page has been left blank intentionally."*

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

APPROVED AS TO FORM:

\_\_\_\_\_

ATTEST:

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

\_\_\_\_\_  
Ken Waters  
Secretary

\_\_\_\_\_  
H.H. King, Jr.  
Chairman

WITNESS:

CONSULTANT:  
Engineering Associates

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## CONTRACT FOR PROFESSIONAL SERVICES

### PART II - GENERAL TERMS AND CONDITIONS

#### 1. TERMINATION OF CONTRACT:

1.1 The Board 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 Board, 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 Board for damages sustained by the Board, by virtue of termination of the Contract by Consultant, or any breach of the Contract by the Consultant, and the Board may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the Board from the Consultant are determined.

#### 2. CHANGES:

The Board 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 Board 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 Board.

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

#### 4. AUDIT:

The Board 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 ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The 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 Board, and upon completion of the services to be performed, they will be turned over to the Board provided that, in any case, the Consultant may, at no additional expense to the Board, 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 Board.

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 Board.

8. GOVERNING LAW:

This Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the Seventh Judicial District, Natrona County, 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 Board. 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 Board. 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](http://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 sub consultants, 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 Board 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 Board.

*D. Other Insurance Provisions*

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

1. *Additional Insured Status*

The Board, 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 Board, its officers, elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Board, 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 Board. Such notice to the Board shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Consultant hereby grants to Board a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Board 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 Board has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Consultant has two options regarding deductibles and self-insured retentions:

- a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the Board. Unless otherwise approved by the Board in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the Board, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the Board may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. Option 2: Consultant shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first

dollar of coverage, even if the Consultant is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Consultant shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

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

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 Board 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 Board 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 Board reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Sub consultants*

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

10. *Special Risks or Circumstances*

Board 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 Board, the Board's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of the Consultant and any sub consultant 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 Board 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 Board 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 Board 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.

15. FORCE MAJEURE:

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



June 22, 2021

City of Casper  
Engineering  
200 North David  
Casper, WY 82601-1553

Attn: Mr. Andrew Colling

Re: Proposal to Redevelop Ranney Collector #2

Gentlemen:

We are pleased to submit this proposal to prepare the bid document, oversee the redevelopment efforts and prepare the summary report for the redevelopment of the No. 2 Ranney Collector. The work involved with this project will include preparing the bid documents outlining the rehabilitation procedure for the Ranney Collector, assisting the owner in bidding the project, reviewing the bids and preparing a recommendation for award. Pre-rehabilitation efforts will include performing a pre-rehabilitation pump test on the Ranney Collector and a video survey of each lateral prior to the rehabilitation procedure. The rehabilitation program will consist of using a high pressure jetting methods to thoroughly dislodge the fine sediment and sand, mineral scale, rust, and biological deposits from inside and between the openings of the lateral screen. This jetting will be followed by chemically treating each lateral followed by a repeat of the high pressure jetting methods. The Ranney Collector will then be re-tested and re-videoed to substantiate the success of the rehabilitation effort. A letter report summarizing the rehabilitation program and results will be prepared and submitted at the conclusion of the project.

#### Services to Be Provided by the Engineer

The Engineer shall provide the technical assistance and direction to perform the rehabilitation effort. The Engineer shall provide the necessary planning and direction for the Owner so that work can be completed in a timely and efficient manner, and prepare the bid/contract documents and assist in the bidding phase to select a contractor to perform the actual rehabilitation of the Ranney Collector, and shall provide onsite direction. The Engineer will prepare a final letter report summarizing the rehabilitation efforts and their success in recovering the production from the Ranney Collector.

#### Services to Be Provided by the Owner

The Owner shall provide access to the sites. The Owner will also provide water required for the re-development effort.

#### Scope of Work

The Engineer shall provide the following described work tasks.

Central Wyoming Regional Water System  
Ranney Collector #2 Rehabilitation Proposal





#### Task 1 – Prepare Bid Documents

This work will include the preparation of the bid documents that will detail the required work for the redevelopment of the #2 Ranney Collector. One site visit will be required to ascertain the work necessary prior to the actual redevelopment of the horizontal laterals. This will include the assessment of the isolation valves for controlling the flow of water into the caisson area (these might need to be replaced prior to the redevelopment work) and the accessibility for the redevelopment tools to be lowered into the caisson and any potential earth work, electrical or plumbing work required.

#### Task 2 – Assist with Bidding Process

As part of this task, the Engineer will respond to any questions posed by the potential bidder and/or Owner, assist in the bid opening if requested by the Owner, evaluate the bids received and prepare the bid summary/tabulation and prepare the recommendation for award and submit it to the Owner.

#### Task 3 – Construction Management/Observation Services

The Engineer will be on-site during all rehabilitation work. This will include any work necessary prior to the rehabilitation work such as valve replacement, etc., during the pre-rehabilitation pump test and video survey, during the rehabilitation phase to assist in the direction of the redevelopment efforts and during the post-rehabilitation pump test and video survey. The Engineer will design, review and analyze the pre- and post-rehabilitation pump test program and will directly oversee the video survey phases of this project.

It is anticipated that the redevelopment of the horizontal laterals will include the following:

Step 1: Use high pressure jetting method to provide initial dislodgement and removal of fine sediment and sand, mineral scale, iron precipitates, and biological deposits in the lateral, laterals screen openings and the aquifer materials surrounding the lateral screen. It is anticipated that this work will require one day per lateral.

Step 2: Apply treatment chemicals into the horizontal laterals and allow the chemical to work for a minimum of 12-hours. This will require one day.

Step 3: Repeat the use of high pressure jetting methods. It is anticipated that this work will require approximately two days per lateral.

Step 4: At the conclusion of the redevelopment, video and pump test activity, thoroughly clean and disinfect the caisson.

#### Task 4 – Project Report

The Engineer will prepare a letter report summarizing the rehabilitation efforts on the Ranney Collector. This report will include an analysis of the pre- and post-rehabilitation pump tests and video surveys, a daily log of the re-development efforts on the horizontal laterals and a summation of the effectiveness of the rehabilitation program.



Estimated Costs

We propose to perform the project at the attached hourly rates. We will invoice you for the actual number hours spent on the project. The following is a summary of the estimated costs:

Task 1 – Prepare Bid Documents	\$ 7,000.00
Task 2 – Assist with Bidding Process	\$ 4,300.00
Task 3 – Construction Management/Observation Services	\$24,930.00
Task 4 – Project Report	<u>\$ 4,020.00</u>
Total	\$40,250.00

If you have any questions, please give me a call at (307) 742-9220 or email me at John.Wetstein@EAengineers.com. If you find this proposal acceptable, please execute a copy and return one to us - this will serve as our contract.

Respectfully submitted,  
**Engineering Associates**

John Wetstein

Reviewed and accepted by: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# ENGINEERING ASSOCIATES

*Engineering Wyoming and the Rockies*  
 CODY, LARAMIE, POWELL, SARATOGA, SHERIDAN, & THERMOPOLIS

## FEE SCHEDULE

January 1, 2021

### HOURLY RATES

#### **ENGINEERING AND SURVEYING SERVICES**

	<u>Per Hour</u>
Engineer's Aide	\$ 66
Resident Project Representative 1	\$ 77
Resident Project Representative 2	\$ 83
Resident Project Representative 3	\$ 91
Resident Project Representative 4	\$ 98
Resident Project Representative 5	\$104
Technician 1	\$ 77
Technician 2	\$ 83
Technician 3	\$ 91
Technician 4	\$ 98
Technician 5	\$104
Engineer-in-Training 1	\$109
Engineer-in-Training 2	\$114
Engineer 1 / Hydrogeologist 1	\$124
Engineer 2 / Hydrogeologist 2	\$137
Engineer 3 / Hydrogeologist 3	\$145
Engineer 4 / Hydrogeologist 4	\$150
Engineer 5 / Hydrogeologist 5	\$158
Surveyor's Aide	\$ 66
Survey Technician 1	\$ 77
Survey Technician 2	\$ 83
Survey Technician 3	\$ 91
Survey Technician 4	\$ 98
Survey Technician 5	\$104
Land Surveyor-in-Training 1	\$109
Land Surveyor-in-Training 2	\$114
Land Surveyor 1	\$124
Land Surveyor 2	\$137
Land Surveyor 3	\$145
Land Surveyor 4	\$150

#### **PROJECT MANAGEMENT SERVICES**

Project Manager 1	\$152
Project Manager 2	\$173

#### **SUPPORT SERVICES**

Administrative Assistant 1	\$ 63
Administrative Assistant 2	\$ 65
Administrative Assistant 3	\$ 71
CAD Technician 1	\$ 83
CAD Technician 2	\$ 91
CAD Technician 3	\$ 98
CAD Technician 4	\$104

Travel time will be charged at the hourly rates shown above. If personnel are worked over 40 hours per week to maintain the client's schedule (or if required to match the Contractor's schedule), the time in excess of 40 hours per week will be billed at the rates shown above plus 1.5 times the overtime premium paid to the personnel. The technology reimbursable software, equipment, material charge is assessed per man-hour worked on a project. Litigation services and support services in preparation and expert witness duties will be billed at \$275 per hour.

(Continued)

**FEE SCHEDULE (CONTINUED)**

January 1, 2021

**REIMBURSABLE EXPENSES****EQUIPMENT CHARGES**

Survey - Total Station, Laser or Digital Level, Handheld GPS	\$ 20.00 per Hour
Survey - Global Positioning System (GPS) or Robotic Station	\$ 60.00 per Hour
Technology – Computer/Cell Phone/Software/Incidentals	6% of Hourly Fee
Vehicle - All Terrain – Rhino or Four-Wheeler	\$200.00 per Day
Vehicle – Highway (IRS Rate \$0.58)	\$ 0.85 per Mile
Vehicle – Day Rate (in lieu of mileage)	\$ 25.00 per Day

**MISCELLANEOUS CHARGES**

Subsistence and Lodging \$80 to \$220 per Person/Day

Commercial travel, meals, lodging, telephone, cell phone, records, printing, and other vendor services will be charged for at commercial or cost rates.

Subconsultant services will be charged at a rate of 1.10 times the billed rate.

**COPYING AND ELECTRONIC SCANNING**

Copies - 8 1/2" x 11" and 8 1/2" x 14"	\$ 0.15 Each
Copies – 11" x 17"	\$ 0.50 Each
Color Copies – 8 1/2" x 11" and 8 1/2" x 14"	\$ 1.50 Each
Color Copies – 11" x 17"	\$ 2.00 Each
Black and White Prints – Up to 24" x 36"	\$ 7.50 per Sheet
Color Prints – Up to 24" x 36"	\$ 15.00 per Sheet
Scanned Drawing to Electronic File	\$ 12.00 Each Drawing
Reduction, Enlargement, or Exact Scale of Scanned Drawings	\$ 5.00 Each Drawing
CD of Scanned Drawings (Electronic Files)	\$ 5.00 Each
Other Reproducible Media (i.e. Mylar, Vellum) or Larger Prints	\$ 15.00 Each

**TESTING**

Density Testing	\$ 25.00 Each
Concrete Cylinder Break w/Mold	\$ 35.00 Each
Asphalt or Concrete Cores	\$ 40.00 Each
Pressure Recorder	\$ 30.00 per Day
Holiday or Adhesion Testing	\$ 30.00 per Day
Dry Film Thickness Testing	\$ 60.00 per Day
Turbidimeter	\$ 60.00 per Day
Current Velocity Meter and Datalogger	\$ 120.00 per Day
Bac-T Testing	\$ 25.00 Each/Friday \$100

**SURVEYING MATERIALS**

Stake, Hub, Lath, Spike, Nail or Shiner	\$ 2.00 Each
Rebar (#5 x 24")	\$ 2.50 Each
Conduit (1/2" x 5' EMT)	\$ 4.00 Each
Paint (per can)	\$ 5.00 Each
Steel Fence Post	\$ 10.00 Each
Aerial Targets; Special Materials	Negotiated

**SURVEYING MONUMENTS**

1 1/2", 2" and 2 1/2" Aluminum Cap and Rebar	\$ 17.50 Each
3 1/4" Brass Cap and Pipe	\$ 100.00 Each
3 1/4" WYDOT Markers	Negotiated

If paying by credit card, fees may apply



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

**FY2021 Budget Capital Project Carry-Over Encumbrance Request Form**

Date: 7/14/2021

**Capital Projects**

Line Item	Total Amount	Project Name / Number	Project Strings	Amount
300-6303	\$6,000.00	Security / 3000021011	3000021011-300-Materials-Purchase	\$6,000.00
300-6305	\$363,550.00	Chiller Replacement / 3000021007	3000021007-300-Equipment-Design	\$4,050.00
			3000021007-300-Equipment-Install	\$165,000.00
		FY21 Well Pumps / 3000021003	3000021003-300-Equipment-Design	\$5,000.00
			3000021003-300-Equipment-Purchase	\$2,500.00
		Well VFD's / 3000021009	3000021009-300-Equipment-Purchase	\$32,000.00
		Pipe Restraint / 3000021019	3000021019-300-WATERINFRA-INSTALL	\$16,000.00
		Hydrocyclone Impr / 3000021020	3000021020-300-EQUIPMENT-PURCHASE	\$56,000.00
		Heat Rejection & Cooling Water Pumps / 3000021021	3000021021-300-EQUIPMENT-PURCHASE	\$33,000.00
		Filter Particle Counters / 3000021022	3000021022-300-EQUIPMENT-PURCHASE	\$30,000.00
		Plant Landscaping / 3000021023	3000021023-300-WATERINFRA-INSTALL	\$20,000.00
				\$0.00
	\$369,550.00	<b>GRAND TOTAL TO CARRY-OVER TO FY2022 BUDGET</b>		<b>\$369,550.00</b>

Request Submitted By: \_\_\_\_\_  
Public Utilities Manager

Approved by **CWRWS JPB**

Date: 7/20/2021

\_\_\_\_\_

Chairman

\_\_\_\_\_

Treasurer

July 14, 2021

**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, Assistant Public Utilities Manager

**SUBJECT:** FY21 Budget Encumbrance – Security Improvements Project, 3000021011

**Meeting Type & Date**

Central Wyoming Regional Water System Joint Powers Board (Board) Meeting  
July 20, 2021

**Recommendation**

That the Board authorize a budget encumbrance for the Security Improvements Project.

**Summary**

The FY21 RWS capital budget includes funds for various security upgrades. This request is to carry-over remaining funding in this line for the completion of security improvements at the Raw Water building. Materials are on order for door and sky light improvement projects but have been delayed due to the difficulty in receiving materials. The project is expected to be completed by this fall.

**Financial Considerations**

This request is to carry-over \$6,000 from the FY21 budget to the FY22 budget.

**Oversight/Project Responsibility**

Bruce Martin, Public Utilities Manager

**Attachments**

Budget Encumbrance Form

July 14, 2021

**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, Assistant Public Utilities Manager

**SUBJECT:** FY21 Budget Encumbrance – Chiller Replacement Project, 3000021007

**Meeting Type & Date**

Central Wyoming Regional Water System Joint Powers Board (Board) Meeting  
July 20, 2021

**Recommendation**

That the Board authorize a budget encumbrance for the Chiller Replacement Project.

**Summary**

The FY21 RWS capital budget includes the replacement of the WTP building chiller. West Plains Engineering is currently under contract for design and construction administration for this project. The design is 50% complete. Once completed, the project will go out to bid for construction. The anticipated completion date for the project is expected to be April of 2022.

**Financial Considerations**

This request is to carry-over \$169,050 from the FY21 budget to the FY22 budget.

**Oversight/Project Responsibility**

Bruce Martin, Public Utilities Manager

**Attachments**

Budget Encumbrance Form



July 14, 2021

**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, Assistant Public Utilities Manager

**SUBJECT:** FY21 Budget Encumbrance – FY21 Well Pump Replacements, 3000021003

**Meeting Type & Date**

Central Wyoming Regional Water System Joint Powers Board (Board) Meeting  
July 20, 2021

**Recommendation**

That the Board authorize a budget encumbrance for the FY21 Well Pump Replacements Project.

**Summary**

The FY21 RWS capital budget includes the replacement of well pumps to be used in conjunction with well rehabilitation projects. The Casper 10 well rehabilitation project is still under construction by Engineering Associates. This request is to carry-over the remaining well pump replacement funds to be used in FY22 as the Casper 10 well rehabilitation project wraps up.

**Financial Considerations**

This request is to carry-over \$7,500 from the FY21 budget to the FY22 budget.

**Oversight/Project Responsibility**

Bruce Martin, Public Utilities Manager

**Attachments**

Budget Encumbrance Form

July 14, 2021

**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, Assistant Public Utilities Manager

**SUBJECT:** FY21 Budget Encumbrance – Well VFD Installation Project, 3000021009

**Meeting Type & Date**

Central Wyoming Regional Water System Joint Powers Board (Board) Meeting  
July 20, 2021

**Recommendation**

That the Board authorize a budget encumbrance for the Well VFD Installation Project.

**Summary**

The FY21 RWS capital budget includes the installation of VFD's on various ground water wells. VFD's have been installed on Cassion #1 and #3. This request is to carry-over the remaining funds to install VFD's on Cassion #2 and two other wells that are scheduled for rehabilitation in FY22.

**Financial Considerations**

This request is to carry-over \$32,000 from the FY21 budget to the FY22 budget.

**Oversight/Project Responsibility**

Bruce Martin, Public Utilities Manager

**Attachments**

Budget Encumbrance Form

July 14, 2021

**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, Assistant Public Utilities Manager

**SUBJECT:** FY21 Budget Encumbrance – Pipe Restraint Project, 3000021019

**Meeting Type & Date**

Central Wyoming Regional Water System Joint Powers Board (Board) Meeting  
July 20, 2021

**Recommendation**

That the Board authorize a budget encumbrance for the Pipe Restraint Project.

**Summary**

The FY21 RWS capital budget includes the installation of pipe restraints on plant piping that shows signs of movement. WTP staff are in the process of obtaining quotes from welding contractors to install the pipe restraints. The project is expected to be completed in September 2021.

**Financial Considerations**

This request is to carry-over \$16,000 from the FY21 budget to the FY22 budget.

**Oversight/Project Responsibility**

Bruce Martin, Public Utilities Manager

**Attachments**

Budget Encumbrance Form

July 14, 2021

**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, Assistant Public Utilities Manager

**SUBJECT:** FY21 Budget Encumbrance – Hydrocyclone Improvements Project, 3000021020

**Meeting Type & Date**

Central Wyoming Regional Water System Joint Powers Board (Board) Meeting  
July 20, 2021

**Recommendation**

That the Board authorize a budget encumbrance for the Hydrocyclone Improvements Project.

**Summary**

The FY21 RWS capital budget includes the installation of the Hydrocyclone Improvements Project. This project is to replace wearing items on the Actiflo Hydrocyclones to extend their useful life. This equipment will be purchased and installed at the end of the 2021 water season. The project is expected to be completed by December 2021.

**Financial Considerations**

This request is to carry-over \$56,000 from the FY21 budget to the FY22 budget.

**Oversight/Project Responsibility**

Bruce Martin, Public Utilities Manager

**Attachments**

Budget Encumbrance Form



July 14, 2021

**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, Assistant Public Utilities Manager

**SUBJECT:** FY21 Budget Encumbrance – Heat Rejection and Cooling Water Pump Replacement Project, 3000021021

**Meeting Type & Date**

Central Wyoming Regional Water System Joint Powers Board (Board) Meeting  
July 20, 2021

**Recommendation**

That the Board authorize a budget encumbrance for the Heat Rejection and Cooling Water Pump Replacement Project.

**Summary**

The FY21 RWS capital budget includes the replacement of one heat rejection and one cooling water pump. Staff is in the process of obtaining quotes for the replacement pumps which are expected to be installed by December 2021.

**Financial Considerations**

This request is to carry-over \$33,000 from the FY21 budget to the FY22 budget.

**Oversight/Project Responsibility**


Bruce Martin, Public Utilities Manager

**Attachments**

Budget Encumbrance Form

July 14, 2021

**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, Assistant Public Utilities Manager

**SUBJECT:** FY21 Budget Encumbrance – Filter Particle Counter Replacement Project,  
3000021022

**Meeting Type & Date**

Central Wyoming Regional Water System Joint Powers Board (Board) Meeting  
July 20, 2021

**Recommendation**

That the Board authorize a budget encumbrance for the Filter Particle Counter Replacement Project.

**Summary**

The FY21 RWS capital budget includes the replacement of the filter particle counters. Staff is in the process of obtaining quotes for the particle counters which are expected to be installed by December 2021.

**Financial Considerations**

This request is to carry-over \$33,000 from the FY21 budget to the FY22 budget.

**Oversight/Project Responsibility**

Bruce Martin, Public Utilities Manager

**Attachments**

Budget Encumbrance Form

July 14, 2021

**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, Assistant Public Utilities Manager

**SUBJECT:** FY21 Budget Encumbrance – Plant Landscaping Project, 3000021023

**Meeting Type & Date**

Central Wyoming Regional Water System Joint Powers Board (Board) Meeting  
July 20, 2021

**Recommendation**

That the Board authorize a budget encumbrance for the Plant Landscaping Project.

**Summary**

The FY21 RWS capital budget includes the design and installation of an irrigation system to be installed around the new generator and backwash water tanks. This project is under design by City Engineering staff and will be completed once the 2.6MG Backwash Tank Recoating Project has been completed. This project is expected to be completed by June 2022.

**Financial Considerations**

This request is to carry-over \$20,000 from the FY21 budget to the FY22 budget.

**Oversight/Project Responsibility**

Bruce Martin, Public Utilities Manager

**Attachments**

Budget Encumbrance Form





## FY 2021 General Agency Funding Biannual Report

Please file this form biannually. Submit it electronically to [rjordansmith@casperwy.gov](mailto:rjordansmith@casperwy.gov). Failure to complete and send in this form could result in a denial of payment for any current or future funding.

Organization: <u>Wyoming Rescue Mission</u>	Program: <u>Project Transformation</u>	
Contact Person: <u>Brenda Thomson</u>	Phone Number: <u>307-473-6942</u> Date: <u>7/16/2021</u>	
Email address: <u><a href="mailto:bthomson@wyomission.org">bthomson@wyomission.org</a></u>		
Please Select One:	1 <sup>st</sup> Reporting Period _____ July 1 – December 31 Due on January 10	2 <sup>nd</sup> Reporting Period <u>X</u> _____ January 1 – June 30 Due on July 10

### 1. Mission

Mission Statement - The Wyoming Rescue Mission restores with the love of Christ those struggling with homelessness back to society as independent community members.

### 2. Financial Information

Please see attached financial summary of Project Transformation.

### 3. Program Significance

Target Population:

- Homeless individuals and families.
- Individuals struggling with substance abuse and other addictions.
- Individuals and families escaping domestic violence.
- Individuals exiting the correctional system.

Impact:

- Meet the basic physical needs of the homeless and needy.
- Provide a sanctuary providing both physical and mental rest.
- Allow guests to find stability during transition to self-sufficiency.
- Reduction in hospital and jail stays for detox.
- Reduction in criminal recidivism.

Trends:

- 36% increase in community members seeking meals since facility opened
- 10% increase in shelter nights provided since facility opened
- 2% slight decrease in women sheltered, consistent # of children sheltered through pandemic
- Consistent number of veterans sheltered through pandemic.
- Consistent number of guests with mental illness sheltered through pandemic.

### 4. Results

Outputs:

- Nights of shelter.
- Meals served.
- Case management sessions.

Outcomes:

- a. Guests in the Emergency Services Program will become employed and find suitable housing within 90 days.
- b. Guests in the Discipleship Program will maintain stable housing after completing the program.
- c. Reduction in recidivism rate of substance abuse and legal infractions.

Methods of Measurement:

Outputs are measured by a physical count of individuals receiving services and entered into our program database. Outcomes are measured through qualitative methods including surveys 4, 8, and 12 months after guests leave Wyoming Rescue Mission.

## 5. Program Results/Impacts (use bullets)

- a. Explain how much (quantity) service the program delivered.
- b. How well (quality) the services were delivered. For example, describe how individuals were better because of the service the program delivered.
- c. What does your analysis of the past year's data tell you about what is happening to the impacted target population?

Outputs:

- a. 37,853 nights of shelter provided from 7/1/20 – 6/30/21 to 967 unique individuals. \*
- b. 58,345 meals served from 7/1/20 – 6/30/21. \*
- c. 5,000+ sessions with a Case Manager completed. \*

\* Decline in output numbers since prior year are expected to rebound in FY21-22. 2020 saw an 11% reduction in meals served and 36% reduction in shelter nights provided, primarily due to service restrictions and reticence of guests to stay in a shared facility during the pandemic.

Outcomes:

- a. 79% of Emergency Services Program guests gain employment within 4 weeks.
- b. 65% of Discipleship Recovery Program guests maintain stable housing 12 months after completing the program.
- c. Wyoming Rescue Mission programs significantly contribute to Wyoming's recidivism rate being the 2nd lowest in the nation, per Wyoming Department of Corrections (Dec. 2016).

Quality of Services:

Those we provided services to were able to receive warm nutritious meals, safe shelter, employment, and recovery programs to address their life controlling issues. Quality of services has significantly improved since opening the new facility in October 2018, with more spacious living quarters and shorter wait times for services such as meals and showers. Additionally, pandemic-related safety and health procedures were able to be implemented without major disruption to our guests or services due in large part to the significantly expanded facilities.

Data Analysis Trends:

Prior to the 2020 pandemic our target population had continued to grow year over year. During the pandemic, due to guest concerns about living in a shared environment, pandemic-related restrictions, and government actions which alleviated evictions for a time, WRM guest numbers declined. This was a blessing, as it allowed for sufficient space to social distance and employ quarantine procedures within the facility, As of 7/16/21 guest numbers are beginning to rebound and are expected to return to the level of growth seen previously due to current economic realities and cessation of some government programs related to the pandemic.

## 6. Results Analysis

- a. How could the program have worked better?

The biggest historic obstacle our programs faced was being over capacity. Since opening of the new Emergency Services facility in October 2018, overcrowding of our guests has been greatly relieved. During 2020's pandemic, the extra space and ability to use separate rooms to quarantine individuals in testing were absolutely critical to serving those without a home quarantine option throughout the crisis. Some remaining crowding still exists due to the ongoing construction of the two recovery program housing units across the street from the mission. While

Recovery Program guests must remain housed in Emergency Services housing, we are unable to provide separate housing for working individuals and full transition services at this time.

b. How will you address this?

Construction of the two Discipleship Recovery Program housing units (Phase 2 of Project Transformation) is underway, with scheduled completion of the women's facility in November 2021, and Men's facility in March 2022. This will alleviate the remaining overcrowding in the Emergency Service program, as well as providing for additional participation in longer-term Recovery.

## **7. Population Served**

In order to gauge the impact that your program has had on the community, it is important that we know how many people use your program. Please describe the method used to determine the number of individuals served with this funding.

All participants were registered (entered into our database).



## FY 2021 General Agency Funding Biannual Report

Please file this form biannually. Failure to complete and send in this form could result in a denial of payment for any current or future funding.

Organization: <u>Youth Crisis Center, Inc.</u> Program: <u>Crisis Shelter and Group Home Programs</u>		
Contact Person: David Hulshizer_____	Phone Number: <u>307-577-5718</u>	Date: <u>07/23/2021</u>
Email address:		
Please Select One:	1 <sup>st</sup> Reporting Period ____ July 1 – December 31 Due on January 10	2 <sup>nd</sup> Reporting Period <u>X</u> January 1 – June 30 Due on July 10

### 1. Mission

Please state the agency's mission/vision.

To provide emergency shelter, crisis intervention, and group home services to youth and their families.

### 2. Financial Information

Please attach a one (1) page summary of the revenue and expenses for this program. Please include the amount you were allocated from One Cent funding.

### 3. Program Significance

a. Using bullets describe the individuals who are the focus of your work and are influenced by your activities.

- Crisis Shelter
  - Parents, foster parents, grandparents, and other guardians
  - Youth and children who are:
    - 0-17 years of age
    - Homeless or have nowhere else to go
    - Suffering from abuse/neglect
    - Struggling with behavior issues
    - Dealing with family conflict
    - Awaiting other placement (jail, psychiatric treatment, etc.)
    - Suspended from school
- Group Home
  - Parents, foster parents, grandparents, and other guardians
  - Youth and children who are:
    - 12-17 years of age
    - Court ordered/appointed
    - In need of structure and support

b. What impact did the program have on the specified target population and community?

- Crisis Shelter
  - Our crisis shelter provides safety, protection, support, food/shelter, family support, crisis planning to youth in crisis due to:
    - Abuse/Neglect
    - Family Conflict

- Behavior Challenges
  - Homelessness
  - Placement difficulties/Nowhere else to go
  - Probation and other legal support/as an alternative to juvenile detention
- Offering this care gives families a safe place for their children when they cannot be safe at home
- Additionally, this service provides support to many youth who have nowhere else to go, who have been abused/neglected/abandoned, and who need additional support to help them be successful
- Group Home
  - Our group home program provides services to youth and their families after youth have been court ordered out of their home. The group home program works with the youth and family to provide stability, structure, education, support, counseling services, and other unique services that assist the youth to successfully reunify with their family or to transition to independent living.
  - The YCC Group Home
    - prevents out of community placement (out of community placement can be difficult for most families due to a lack of access to support services when the youth returns home)
    - keeps kids from being placed into a higher level of care, such as juvenile detention, boys or girls school, and residential or psychiatric treatment (serving youth at the group home level can prevent future need for higher level care which is more expensive, often out of our community, and provides less support for the family)
    - serves as a step-down program when youth are reentering the community after they have been placed in a higher level of care; which supports the family and youth to achieve success
- c. Have there been significant trends over the past months regarding your target population?

## 4. Results

- a. Please describe the outcomes/outputs.
  - Crisis Shelter
    - 97% of families report satisfaction with services
    - 64% of families received referrals to other community supports
    - 79% of youth successfully transitioned home (to foster home or family home)
  - Group Home
    - 100% of group home residents participate in weekly life skills groups which focus on career and skill building, healthy relationships and boundaries, and nutrition and cooking
    - 100% of group home residents' case plans had specific educational goals which are supported by the center staff
    - 40% of group home residents returned home, or to a lower level of care
- b. Please describe the method of measurement.  
All tracking is done through intake process, case manager reporting, grade and attendance tracking, depart surveys and processes, and monthly tracking attendance for meals, case plans, and groups.
- c. Please describe the performance results.
  - Crisis Shelter
    - The highest priority for the YCC crisis shelter is to be available to provide a safe place for any youth who needs it. By having a high satisfaction rate, we know parents and youth are more likely to utilize this service again when youth need safety. Additionally, this means that through our crisis shelter services we are meeting the needs of the youth and families we are serving
    - It is also important for our crisis shelter to provide support to youth and their families; we seek to identify the needs of the youth and their family, so we are better able to support a successful reunification. After identifying the needs of the

family and youth we provide referrals and other access to community resources that can support the youth and their families. This assists us to help youth to return home safely and successfully

- Group Home
  - It is imperative for youth in our group home to learn many of the most basic living, educational, and relationship skills. The priority of the group home is to provide stability, support, and training that helps youth and their families be successful in their future living. Every youth in our group home program must attend weekly life skills group or work on other life skills, for example: some youth may be participating in outpatient substance abuse treatment, working their own job, or working with another program to build their life skills. These skills are essential to success as youth transition home. Youth are also required to set educational goals. Research shows that youth who are in school, with passing grades, are less likely to engage in criminal or other unhealthy activities
  - Another priority of the group home program is to assist youth to be successful in returning home to their families. This past fiscal year, 6 of 7 youth who have departed from the group home program have returned to their home or a lower level of care. This is significant as most of the youth and families we work have had dysfunctional behavior patterns that result in the youth being placed out home. Successfully returning home means the families and the youth have worked to establish healthy boundaries, improve relationships, build structure in their home, and work other case plan goals that assist them in having a successful family unit.

## **5. Program Results/Impacts (use bullets)**

- a. Explain how much (quantity) service the program delivered.
  - Crisis Shelter January 1, 2020 - June 30, 2021
    - 176 youth served
      - 59 – 8-12 years of age
      - 117 – 13-17 years of age
      - 87 Male
      - 88 Female
      - 11 report homelessness
      - Average age 13.80
    - 881 nights of service
      - Average length of stay 4.86 days
      - 2291 meals served
      - 128 hours of support group provided
      - 200 family & individual support/crisis meetings
      - 28 safety plans developed
      - 818 hours of homework help provided
  - Group Home January 1, 2020 - June 30, 2021
    - 6 youth served
      - 3 Male
      - 3 Female
      - 0 – 8-12 years of age
      - 6 -13-17 years of age
      - Average age 15.8
    - 1095 nights of service
      - Average length of stay 170 days
      - 1299 meals
      - 55 hours of group counseling
      - 183 hours of High-Fidelity Wraparound service provided
      - 702 hours of homework help
      - 7 safety plans developed
      - \$264.06 saved by departing youth (from chore/personal finance program)

- b. How well (quality) the services were delivered. For example, describe how individuals were better because of the service the program delivered.
  - Crisis Shelter
  - Group Home
- c. What does your analysis of the past year's data tell you about what is happening to the impacted target population?

## **6. Results Analysis**

- a. How could the program have worked better?
- b. How will you address this?
  - Crisis Shelter
  - Group Home

## **7. Population Served**

In order to gauge the impact that your program has had on the community, it is important that we know how many people use your program. Please describe the method used to determine the number of individuals served with this funding.

- All individuals served by the Youth Crisis Center, Inc. complete an intake packet and consent for services.



**Youth Crisis Center Inc**  
**Profit & Loss**  
 January through June 2021

	Jan - Jun 21
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
40200 · DFS - Crisis Beds Contract	211,770.00
40400 · City of Casper	27,924.00
40500 · County Commissioners	15,000.00
40600 · United Way	18,375.00
42000 · DFS - Court Placement	125,248.88
42200 · Donations	36,776.77
42800 · Magellan Income	19,640.74
43100 · Other Reimbursements	0.00
43250 · WY Medicaid Payments	1,840.12
45000 · Fund Raising Revenues	5,650.00
47211 · Interest Income	1,924.07
<b>Total Income</b>	464,149.58
<b>Gross Profit</b>	464,149.58
<b>Expense</b>	
50100 · Depreciation	19,632.57
50200 · Salaries and Wages	374,170.67
50201 · Compensated Absence Expense	-6,421.40
50400 · FICA/Medicare Expense	28,117.57
50510 · Insurance - Dental	3,627.27
50520 · Insurance - Vision	475.81
50525 · Insurance - Life & Disability	1,774.38
50600 · Unemployment Expense	7,516.47
50700 · Workers Comp Expense	4,614.69
50900 · 403(b) Plan Expense	4,860.98
50950 · Building Rent	14,473.80
51001 · Utilities	14,596.37
51800 · Employee Reimbursements	58.08
52200 · Food	5,239.87
52400 · Non-Food	3,608.52
52500 · Office Supplies	1,913.22
52800 · Dues/Fees/Subscriptions	7,283.36
53860 · Resident Supplies	962.32
53880 · Magellan Wraparound Expense	847.43
55700 · Fuel & Maintenance - Vehicle	865.20
56600 · Maint & Repair - Bldg & Equip	26,312.63
56710 · Maintenance - Landscape	5,180.29
56900 · Equipment Leases	1,622.37
56925 · Small Furniture and Appliances	1,304.19
56950 · Security Monitoring	150.00
57750 · Professional Fees	10,089.00
57900 · Insurance Expense	19,425.09
58500 · Travel Expense	323.72
58600 · Team Development	2,842.74
58800 · Misc General Expense	253.14
59600 · Fund Raising Expense	537.88
<b>Total Expense</b>	556,258.23
<b>Net Ordinary Income</b>	-92,108.65
<b>Other Income/Expense</b>	
<b>Other Expense</b>	
90050 · PrePaid Rent	-2,412.30
<b>Total Other Expense</b>	-2,412.30
<b>Net Other Income</b>	2,412.30
<b>Net Income</b>	-89,696.35