
INFORMATION PACKET

Friday, December 20, 2024



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12/20/24

The Grid
Working Draft of Council Meeting Agendas

December 17, 2024 Councilors Absent: Pacheco					
Regular Council Meeting Agenda Items	Est. Public Hearing	Public Hearing	Ordinances	Resolutions	Minute Action
Pre-Meeting Starts at 5:00 pm					
Pre-Meeting: Ice Arena Implementation					
Pre-Meeting: Advertising for Construction of Old Landfill Remedy Project Bids					
Pre-Meeting: Truancy, Curfew, & Loitering Ordinance Review					
Pre-Meeting: Sherphed of the Hills MOU					
Pre-Meeting: Solid Waste Sign Design					
Approval of 11/19 Minutes					C
Approval of 11/19 Exec Session Minutes					C
Approval of 12/3 Minutes					C
Approval of 12/3 Exec Session Minutes					C
Est Public Hearing - Renewal of Liquor Licenses for 2025-2026	C				
2nd Reading - Ordinance Repealing the Existing Chapter 16.18 of the Casper Municipal Code and Creating a New Chapter 16.18 Adopting Standard Specifications for Public Works Construction and Infrastructure Improvements.			N		
2nd Reading: Ordinance Amending Section 15.12.050 - License - Classifications Regarding Reciprocal Contractors Licenses.		N			
PCN Strategies Contract				C	
Professional Services Contract for Priority Based Budgeting				C	
Authorizing the Mayor to Sign the FY24 Casper Historic Preservation Commission Annual Report.				C	
Authorizing Professional Services Agreements for Wrecker & Towing Services (multiple agreements/resolutions)				C	
Authorizing a Contract for Professional Services with Rocky Mountain Scale Works for the Solid Waste Facility Inbound Scale Replacement, Project No. 24-057.				C	
Approving a Rental Agreement between the City of Casper and UnCharted Church for the use of the Casper Recreation Center for church services.				C	
Authorizing a Contract for Professional Services with the Casper Recreational Leagues Association for the Provision of Officials for Sports Leagues and Tournaments.				C	
Authorizing a Memorandum of Understanding Between the City of Casper, Wyoming, Presbytery of Wyoming, and Shepherd of the Hills Presbyterian Church Regarding the Transfer of Church Property to the City of Casper for Use as a Public Cemetery.				C	
CBC Asbestos Abatement Contract				C	
Authorizing a Lease Agreement Between the City of Casper and the Casper Mountain Ski Patrol for Use of the Ski Patrol Building at the Hogadon Basin Ski Area.				C	
Authorizing a Contract for Professional Services with American Ramp Company, for Professional Services for the Marion Kreiner Pool and Park Improvements Project No. 24-051.				C	
Authorizing Real Estate Trade Agreement between the City of Casper and Casper College				C	
Authorization of Amendment No. 1 to the American Rescue and Protection Act Fund Grant WS-1222, for an increase in the amount of \$605,419, for a total Grant amount of \$1,605,419, for Phase 2 of the Wastewater Treatment Plant Secondary Rehabilitation Project, Project No. 23-002.				C	
Authorizing an MOU for Metro Animal Services for Bar Nunn.				C	
Authorizing an MOU for Metro Animal Services for Mills.				C	

Appointing Dan Elston and Laura Hunter to the Casper Planning and Zoning Commission.					C
Approving the appointment of Wayne Stewart to the Parks and Recreation Advisory Board.					C
Exec Session: Personnel & Land					

December 24, 2024 Councilors Absent:				
Work Session Meeting Agenda Items (Cancelled)	Recommendation	Begin Time	Allotted Time	

January 7, 2025 Councilors Absent:					
Regular Council Meeting Agenda Items	Est. Public Hearing	Public Hearing	Ordinances	Resolutions	Minute Action
(Old Business) Approval of 12/17 Minutes					C
(Old Business) Bills & Claims					C
(Old Business) Comments & Presentation to Outgoing Councilors					
Seating of 2025 Council					
Oath of Office to Newly-Elected Councilors					
Comments by New Councilors					
Roll Call by Mayor Pro-Tem					
Election of Mayor & Vice Mayor for Calendar Year 2025					
Oath of Office to Newly-Elected Mayor & Vice Mayor					
Establish January 21st as Public Hearing: An Ordinance Approving a Zone Change for the Robertson Road Addition Subdivision in the City of Casper, Wyoming.	C				
Establish January 21, 2025 as the date of the Public Hearing for Consideration of the Annexation, Plat and Zoning for the proposed "Patton Addition" Subdivision, located at 4875 South Valley Road.	C				
Establish January 21, 2025 as the date of the Public Hearing for Consideration of a replat of the Fort Caspar Academy Addition to create the "Fort Caspar Academy Addition No. 2" located at the northeast intersection of Wyoming Blvd. and Alcova-Casper Road.	C				
Establish March 4, 2025 as the date of the Public Hearing for Consideration of a Resolution certifying that the Annexation of the proposed "Patton Addition" Subdivision, located at 4875 South Valley Road, complies with W.S. §15-1-402.	C				
3rd Reading Ordinance: Repealing the Existing Chapter 16.18 of the Casper Municipal Code and Creating a New Chapter 16.18 Adopting Standard Specifications for Public Works Construction and Infrastructure Improvements.			N		
3rd Reading Ordinance: Amending Section 15.12.050 - License - Classifications Regarding Reciprocal Contractors Licenses.			N		
Huber Golf Course Estates Subdivision Agreement				C	
Official Depositories, Newspaper, etc.					C
Authorizing Amendment No. 2 to the Contract for Professional Services Between the City of Casper and Republic Parking, LLC, for the Management of the Municipal Parking Garage.				C	

January 8, 2025 Councilors Absent:				
Legislative Dinner		Begin Time	Allotted Time	
Legislative Dinner		5:15	3 hrs	

January 14, 2025 Councilors Absent:			
Work Session Meeting Agenda Items	Recommendation	Begin Time	Allotted Time
Recommendations = Information Only, Move Forward for Approval, Direction Requested			
Meeting Follow-up		4:30	5 min
Annual Point in Time Count Overview (Community Action Partnership)	Information Only	4:35	20 min
Housing Needs Assessment Avenues		4:55	
Automated Phone Payments			
Quarterly Municipal Judge Update			20 min
Agenda Review			10 min
Council Around the Table			10 min
Approximate Ending Time:			8:20

January 21, 2025 Councilors Absent:					
Regular Council Meeting Agenda Items	Est. Public Hearing	Public Hearing	Ordinances	Resolutions	Minute Action
Pre-Meeting: Visit Casper Director Intro					
Approval of 1/7 Minutes					C
Public Hearing: An Ordinance Approving a Zone Change for the Robertson Road Addition Subdivision in the City of Casper, Wyoming.		N			
Public Hearing: Annexation, Plat and Zoning for the proposed "Patton Addition" Subdivision, located at 4875 South Valley Road.		N			
Public Hearing: Ordinance for Replate of the Fort Caspar Academy Addition to create the "Fort Caspar Academy Addition No. 2" located at the northeast intersection of Wyoming Blvd. and Alcova-Casper Road.		N			

January 28, 2025 Councilors Absent:			
Work Session Meeting Agenda Items	Recommendation	Begin Time	Allotted Time
Recommendations = Information Only, Move Forward for Approval, Direction Requested			
Meeting Follow-up		4:30	5 min
Vegetation Abatement Follow-up	Information Only	4:35	20 min
Agenda Review			10 min
Council Around the Table			10 min
Approximate Ending Time:			

Future Agenda Items

Council Items:			
Item	Date	Estimated Time	Notes
Naming City Garbage Trucks/Plow Follow-up			
Metro Animal Shelter Contracts			Upon reception of contracts from user entities
Blue Heart Collaborative & Youth Mental Health Collective Presentation			When the group is ready
Donation Agreement for Pony Express			Info Packet Memo Update
LGBTQ Updates			February
Municipal Judge Quarterly Updates			January, April, July, October
Staff Items:			
Fire Staffing MOU			
Banner Restocking Agreement			
Budget Amendment #2			February 11
Potential Topics-- Council Thumbs to be Added:			
Future Regular Council Meeting Items:			
Personnel Executive Session			January
Est Public Hearing - Budget Amendment #2			February 4
Public Hearing - Budget Amendment #2			February 18
Retreat Items:			
Economic Development and City Building Strategy			
City Facility Retention & Subsidization			

DECEMBER 2024



SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2	3	4	5	6 Wyoming FIRST LEGO League Robotics Competition 5:00pm-7:00pm	7 Wyoming FIRST LEGO League Robotics Competition 7:00am-2:00pm
8	9	10	11	12 City of Casper Holiday Breakfast 6:30 am-9:00 am	13	14 Breakfast with Santa 8:30 am- 10:30 am Private Event
15	16	17	18	19	20 CPD Testing 8:00am-10:00am	21
22	23	24 <i>Christmas Eve Offices Closed</i>	25 <i>Christmas Day Offices Closed</i>	26	27	28
29	30	31 <i>New Year's Eve</i>	1 <i>Offices Closed New Year's Day</i>	2	3	4

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

MEETING PROCEEDINGS

November 19, 2024

A public meeting of the Central Wyoming Regional Water System Joint Powers Board (Board) was held Tuesday, November 19, 2024, at 11:30 a.m., in the Joint Powers Board Conference Room, Regional Water Treatment Plant, 1500 SW Wyoming Boulevard, Casper, WY.

Board Members Present - Chairman Bertoglio, Vice-Chairman North, Secretary Waters, Treasurer Cathey, and Board Members Bond, Schwarzrock, Sutherland, and Pollock.

City of Casper – Bertoglio, Cathey, Bond, Pollock, Tom Brauer, Jill Johnson, Cindie Langston, Nicholas Gassman, Logan Wood, Mark Anderson, and Cheryl Chavez.

Natrona County – North

Salt Creek Joint Powers Board – Sutherland

Town of Bar Nunn – Schwarzrock

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 — Matt Sato - Williams, Porter, Day & Neville, P.C.; Pat Holscher, Sabrina Kemper, Mike Coleman – City of Mills; Jeff Yennie – Ketel Thorstenson (virtual attendance)

The Board meeting was called to order at 11:37 a.m.

1. In Announcements:

- a. Mr. Brauer introduced Mr. Ethan Yonker, who is the New Water Operation Officer.
2. Chairman Bertoglio asked for a motion to approve the minutes from the October 15, 2024, Regular meeting. A motion was made by Vice-Chairman North and seconded by Treasurer Cathey to approve the minutes from the October 15, 2024, Regular meeting. Motion put and carried.
3. Chairman Bertoglio asked Mr. Yonker if he will present the voucher listing.

Mr. Yonker listed the voucher from the City of Casper, for Regional Water OPS Reimbursement in the amount of \$303,791.86.

Chairman Bertoglio asked Mr. Yonker if this will be the only voucher for approval today. Ms. Chavez handed the CWRWS Bills & Claims list to Chairman Bertoglio for the Board's review.

Chairman Bertoglio reviewed the following vouchers with the Board:

Civil Engineering Professionals, Mountain View Tank Improvement in the amount of \$6,390.00.

Engineering Associates, FY22 Well Rehabilitation in the amount of \$4,302.10.

State of Wyoming Office of State Lands & Investment, Loan #DWSRF 129 in the amount of \$8,182.83.

Wyoming Water Development Commission, New Construction Loan & Rehab Loan Payments in the amount of \$654,316.77.

Chairman Bertoglio stated that this brings the total for the Bills & Claims \$976,983.56.

A motion was made by Board Member Pollock and seconded by Treasurer Cathey to approve the November 2024 Bills and Claims in the amount of \$976,983.56. Motion put and carried.

4. Chairman Bertoglio stated that Ms. Johnson is in attendance today to discuss the Budget Comparisons on the Financial Report.

Ms. Johnson stated there are two items to discuss, the first being Federal Dollars, which is the Rehab Project, which is funded by ARPA dollars. Ms. Johnson stated that in FY24 the Board received \$890,000.00, and \$469,000.00 that is expected to be received this fiscal year. Ms. Johnson stated that there is \$135,000.00 available for the Board to draw on.

Ms. Johnson stated that the second item to discuss is the Interest Earned. Ms. Johnson stated that the Interest is still doing really well, as 71% of the budgeted revenue has been

received, and we are only four months into the year. Ms. Johnson stated that the Board may want to look into approving a Budget Amendment to increase those Revenues. Ms. Johnson stated that she would recommend using \$450,000.00.

Ms. Johnson stated on the Expense side, there are two items she would like to point out, one is the Reimbursement to the City of Casper for \$303,791.86. Ms. Johnson stated that there are still Water Loan Payments that are through the JPB which are listed on the November Bills & Claims. Ms. Johnson stated that the Board will see them in the next fiscal year, which will reflect the principal amount of \$530,000.00. Ms. Johnson stated that overall, everything is going very well as revenues are exceeding expenses.

Treasurer Cathey asked Ms. Johnson if the ARPA Funds need to be committed by the end of the year or are they free to spend it whenever. Ms. Johnson stated that she believes that the funds are all fully committed to the Rehab Project. Treasurer Cathey wanted to have clarification about not losing the funds knowing that there is that break at the end of the year. Ms. Johnson stated that is correct, right now the funds are obligated to the Rehab Project.

Chairman Bertoglio asked Ms. Johnson if the \$450,000.00 is strictly related to Interest. Ms. Johnson stated that was correct.

Chairman Bertoglio asked Ms. Johnson if she would like to discuss the Financial Statement format. Ms. Johnson stated that she would like to turn the Financial Statement discussion over to Mr. Gassman.

Mr. Gassman handed out the CWRWS JPB Financial Statement Report to each Board Member to follow along with him. Mr. Gassman focused on the two-year comparison. Mr. Gassman asked the Board Members if they would like to move from a two-year comparison down to a one-year comparison. Secretary Waters asked if there is a reason why they would go from a two-year down to a one-year comparison. Mr. Gassman stated that when preparing the Financial Report, it would make it a little bit easier and there will be less things that will need to be reviewed in order to make sure that they are correct. Mr. Gassman stated the City of Casper is doing that now and would like the CWRWS JPB to be on board for the same process. Chairman Bertoglio stated that he needed clarification on which report Mr. Gassman is referencing. Mr. Gassman stated that the Audit Report is the yearly report he is referring to. Mr. Gassman stated that what Ms. Johnson currently went over was the Monthly Report. Mr. Gassman asked the Board Members if that would be something they would consider. Chairman Bertoglio stated that we will have the Auditors make that decision, that is why they are independent to see if they are comfortable with making changes.

Chairman Bertoglio asked for a motion to approve the October 2024 Financial Report as presented. A motion was made by Treasurer Cathey and seconded by Board Member Bond to approve the October 2024 Financial Report as presented. Motion put and carried.

5. In the Operations Update:

Mr. Wood stated that production is about 5.5 MGD. Mr. Wood stated that staff is working on performing monthly/yearly wintertime maintenance on the Plant. Mr. Wood stated that the three Cassion wells are like new. Mr. Wood stated that things have been slow due to the time of the year.

Chairman Bertoglio asked if there were any questions for Mr. Wood. No questions were asked.

The time was turned over to Mr. Anderson for the transmission report.

Mr. Anderson addressed the Board with an update on what has been going on in the past month. Mr. Anderson stated that staff are busy winterizing the boosters with no issues being discovered.

Mr. Anderson stated that staff finished the first round of the hydrant checks, which will continue throughout the winter.

Mr. Anderson stated that Salt Creek Booster is getting a complete pump rehab.

Chairman Bertoglio asked if there were any questions for Mr. Anderson. No questions were asked.

- 8a. Chairman Bertoglio stated that he would like to move the presentation of the audit up on the agenda and turned the time over to Mr. Jeff Yennie with Ketel Thorstenson, who is attending virtually. Mr. Yennie explained what the Uniformed Compliance Report is showing. Mr. Yennie explained the comparative format of the audit report to the Board. Mr. Yennie stated that if the JPB has any questions on the audit report, they could direct the questions to Mr. Yennie or to the Financial Team with the City of Casper. Mr. Yennie continued to break down the different parts of the Audit to the Board. Mr. Yennie stated that on page 24 there is a new Schedule of Expenditures.

Chairman Bertoglio asked if there were any questions for Mr. Yennie. The Board had no questions for Mr. Yennie.

A motion was made by Secretary Waters and seconded by Treasurer Cathey to approve the FY24 Audit as presented by Ketel Thorstenson. Motion put and carried.

6. There was no Public Comment.
7. In Old Business, Mr. Coleman from Mills and Mr. Sato presented a Deed of Easement to the Board. Mr. Coleman stated that the Easement had been brought to the Board years ago and is for a 20-foot Pedestrian Pathway Easement, located in the portion of the SE ¼ NW ¼ and the NE ¼ SW ¼ of Section 11 T 33N R 80W 6th P.M. Natrona County Wyoming.

Mr. Holscher stated that Black Hills Energy has given their approval to proceed with the Easement. Chairman Bertoglio requested a copy of the written approval from Black Hills Energy be provided to the Board.

A motion was made by Secretary Waters and Seconded by Vice-Chairman North to approve the 20-foot Pathway Easement north of the Mountain View Water Tank to the City of Mills for purpose of a walking path.

a. There was no Other Old Business.

8. In New Business:

b. Chairman Bertoglio stated that the approvals from the State of Wyoming came back for the resolution of the Town of Bar Nunn to assume Wardwell's position on the Joint Powers Board.

Chairman Bertoglio asked Mr. Sato if he had seen the Water Rights transfer had also been done. Chairman Bertoglio stated that the State approval of the Amended Joint Powers Agreement triggers the submittal of an updated Certificate of Organization to the State.

A motion was made by Board Member Bond and Seconded by Secretary Waters to approve the Certificate of Organization and submittal to the State. Motion put and carried.

c. In Other New Business:

i) Chairman Bertoglio stated that Ms. Johnson had mention the formatting of the Financial Statements for the Audits earlier in the meeting. Ms. Johnson stated that she would like direction on what the Board would like to choose for format of the audit next year. Chairman Bertoglio asked what it would look like with a single year. Ms. Johnson stated that the description would not show the side-by-side comparison between the two years.

Treasurer Cathey stated the Board likes having the comparison.

ii) Chairman Bertoglio stated that the Board had talked about getting an RFP to manage funds and asked if that is still being worked on. Ms. Johnson stated that she is not working on that request currently. Ms. Johnson stated that she can certainly do that. Ms. Johnson stated that she believes that the RWS Board does not have an Investment Policy either, and asked if that is something they would like to see as well. Chairman Bertoglio stated they would like to have an Investment Policy put into place for their Funds. Chairman Bertoglio stated that he will have a meeting with Mr. Yonker to discuss what the RWS Board would like to have in the policy and bring Ms. Johnson in when need be.

iii) Mr. Yonker stated that an Insurance claim was submitted for the front gate and the Insurance company has requested a copy of the video that shows the incident that resulted in damage to the front gate. Mr. Yonker asked the Board for their permission to release the video of the incident to the

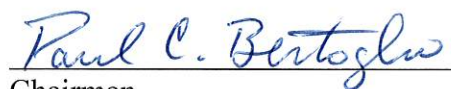
Insurance Company. The Board granted Mr. Yonker permission to release the incident video to the Insurance Company.

- iv) Mr. Brauer stated that HDR is under contract for both the Water Resource Plan along with the UV Design. Mr. Brauer stated that he and Mr. Yonker will be providing updates to the Board on both of these very important projects in the upcoming months.
- v) Chairman Bertoglio thanked Ms. Langston for her assistance during the transition period. Mr. Brauer also thanked Ms. Langston for all her hard work during the transition and stated that she is a valuable asset to the City of Casper and Regional Water.

Ms. Langston thanked the Board and asked if the Legal Counsel for the Board has changed. Chairman Bertoglio asked if the Boards' Legal Counsel contract was with Mr. Chapin or with the firm of Williams, Porter, Day & Neville. Mr. Brauer stated that he believes the representation letter is with Williams, Porter, Day & Neville. Mr. Sato stated that he believes the representation letter listed Mr. Chapin, so an updated Engagement letter is needed.

- 9. In the Chairman's Report, Chairman Bertoglio stated that the next Regular Meeting will be held on December 17, 2024, and asked that if any Board Member will be unable to attend the meeting, to let staff know.

A motion was made by Secretary Waters and seconded by Treasurer Cathey to adjourn the meeting at 12:42 p.m. Motion put and carried.


Chairman


Secretary



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

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

**Board
Members:**

Paul Bertoglio,
Chairman

David North,
Vice-Chairman

Ken Waters,
Secretary

Steve Cathey,
Treasurer

Michael Bond

Amber Pollock

Frank
Schwarzrock

Tracy
Sutherland

REGULAR JOINT POWERS BOARD MEETING AGENDA

Tuesday December 17, 2024 11:30 a.m.

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

1. Announcements
2. Approve Minutes – November 19, 2024 Regular Meeting *
3. Approve Bills & Claims – December 2024 *
4. Approve Financial Report – November 2024 *
 - a) Discuss CD Reinvestment *
 - b) Discuss Draft RWS Investment Policy
5. Operations Update
6. Public Comment
7. Old Business
 - a) Presentation of Caisson Rehabilitation Project Results by Engineering Associates
 - b) Other
8. New Business
 - a) Discuss WTP Disinfection System Upgrade Project Update
 - b) Consider Sole Source Purchase of Turbidimeters from Hach Company in the Amount of \$37,037.76 *
 - c) Other
9. Chairman's Report

Next Meeting: Regular JPB Meeting – January 21, 2025

****Indicates Attachment***



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- 8a. Chairman Bertoglio stated that he would like to move the presentation of the audit up on the agenda and turned the time over to Mr. Jeff Yennie with Ketel Thorstenson, who is attending virtually. Mr. Yennie explained what the Uniformed Compliance Report is showing. Mr. Yennie explained the comparative format of the audit report to the Board. Mr. Yennie stated that if the JPB has any questions on the audit report, they could direct the questions to Mr. Yennie or to the Financial Team with the City of Casper. Mr. Yennie continued to break down the different parts of the Audit to the Board. Mr. Yennie stated that on page 24 there is a new Schedule of Expenditures.

Chairman Bertoglio asked if there were any questions for Mr. Yennie. The Board had no questions for Mr. Yennie.

A motion was made by Secretary Waters and seconded by Treasurer Cathey to approve the FY24 Audit as presented by Ketel Thorstenson. Motion put and carried.

6. There was no Public Comment.
7. In Old Business, Mr. Coleman from Mills and Mr. Sato presented a Deed of Easement to the Board. Mr. Coleman stated that the Easement had been brought to the Board years ago and is for a 20-foot Pedestrian Pathway Easement, located in the portion of the SE ¼ NW ¼ and the NE ¼ SW ¼ of Section 11 T 33N R 80W 6th P.M. Natrona County Wyoming.

Mr. Holscher stated that Black Hills Energy has given their approval to proceed with the Easement. Chairman Bertoglio requested a copy of the written approval from Black Hills Energy be provided to the Board.

A motion was made by Secretary Waters and Seconded by Vice-Chairman North to approve the 20-foot Pathway Easement north of the Mountain View Water Tank to the City of Mills for purpose of a walking path.

a. There was no Other Old Business.

8. In New Business:

b. Chairman Bertoglio stated that the approvals from the State of Wyoming came back for the resolution of the Town of Bar Nunn to assume Wardwell's position on the Joint Powers Board.

Chairman Bertoglio asked Mr. Sato if he had seen the Water Rights transfer had also been done. Chairman Bertoglio stated that the State approval of the Amended Joint Powers Agreement triggers the submittal of an updated Certificate of Organization to the State.

A motion was made by Board Member Bond and Seconded by Secretary Waters to approve the Certificate of Organization and submittal to the State. Motion put and carried.

c. In Other New Business:

i) Chairman Bertoglio stated that Ms. Johnson had mention the formatting of the Financial Statements for the Audits earlier in the meeting. Ms. Johnson stated that she would like direction on what the Board would like to choose for format of the audit next year. Chairman Bertoglio asked what it would look like with a single year. Ms. Johnson stated that the description would not show the side-by-side comparison between the two years.

Treasurer Cathey stated the Board likes having the comparison.

ii) Chairman Bertoglio stated that the Board had talked about getting an RFP to manage funds and asked if that is still being worked on. Ms. Johnson stated that she is not working on that request currently. Ms. Johnson stated that she can certainly do that. Ms. Johnson stated that she believes that the RWS Board does not have an Investment Policy either, and asked if that is something they would like to see as well. Chairman Bertoglio stated they would like to have an Investment Policy put into place for their Funds. Chairman Bertoglio stated that he will have a meeting with Mr. Yonker to discuss what the RWS Board would like to have in the policy and bring Ms. Johnson in when need be.

iii) Mr. Yonker stated that an Insurance claim was submitted for the front gate and the Insurance company has requested a copy of the video that shows the incident that resulted in damage to the front gate. Mr. Yonker asked the Board for their permission to release the video of the incident to the

Insurance Company. The Board granted Mr. Yonker permission to release the incident video to the Insurance Company.

- iv) Mr. Brauer stated that HDR is under contract for both the Water Resource Plan along with the UV Design. Mr. Brauer stated that he and Mr. Yonker will be providing updates to the Board on both of these very important projects in the upcoming months.
- v) Chairman Bertoglio thanked Ms. Langston for her assistance during the transition period. Mr. Brauer also thanked Ms. Langston for all her hard work during the transition and stated that she is a valuable asset to the City of Casper and Regional Water.

Ms. Langston thanked the Board and asked if the Legal Counsel for the Board has changed. Chairman Bertoglio asked if the Boards' Legal Counsel contract was with Mr. Chapin or with the firm of Williams, Porter, Day & Neville. Mr. Brauer stated that he believes the representation letter is with Williams, Porter, Day & Neville. Mr. Sato stated that he believes the representation letter listed Mr. Chapin, so an updated Engagement letter is needed.

- 9. In the Chairman's Report, Chairman Bertoglio stated that the next Regular Meeting will be held on December 17, 2024, and asked that if any Board Member will be unable to attend the meeting, to let staff know.

A motion was made by Secretary Waters and seconded by Treasurer Cathey to adjourn the meeting at 12:42 p.m. Motion put and carried.

Chairman

Secretary

CITY OF CASPER		
Regional Water OPS Reimbursement	\$316,825.20	
Total for CITY OF CASPER		\$316,825.20
CROWN CONSTRUCTION LLC		
Contract Withholding: 92400078	\$9,045.00	
Total for CROWN CONSTRUCTION LLC		\$9,045.00
ENGINEERING ASSOCIATES		
FY22 Well Rehabilitation	\$1,507.32	
Total for ENGINEERING ASSOCIATES		\$1,507.32
WILLIAMS, PORTER, DAY & NEVILLE, P.C.		
Legal Expense	\$377.50	
Legal Expense	\$572.50	
Total for WILLIAMS, PORTER, DAY & NEVILLE, P.C		\$950.00
All Invoices Total		\$328,327.52

I certify, under penalty of perjury, that this listing of vouchers and the items included therein for payment are correct and just in every respect.

RWS Treasurer

Date

RWS Chairman

Date



City of Casper
200 N David Street
Casper, WY 82601-1815
888-757-9544

Vendor #00131-0

Page 21 of 40
General Billing

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

CUSTOMER	INVOICE DATE	INVOICE NUMBER	AMOUNT PAID	DUE DATE	INVOICE TOTAL DUE
CENTRAL WYO. REGIONAL WATER SYS....	11/30/2024	6012	\$0.00	12/30/2024	\$316,825.20
PAST DUE AMOUNT				ACCOUNT BALANCE	
\$0.00				\$316,825.20	

DESCRIPTION	QUANTITY	PRICE	UOM	ORIGINAL BILL	ADJUSTED	PAID	AMOUNT DUE
REGIONAL WATER OPS REIMBURSEMENT	1.00	\$316825.200000	EACH	\$316,825.20	\$0.00	\$0.00	\$316,825.20
Invoice Total:					\$316,825.20		
Operation Reimbursement - November 2024							

November 2024 Total Reimbursement Invoice		
9010.00	Wages & Salaries Dir Labor - O&M	\$146,588.51
9020.00	Chemical Charge - O&M	\$53,251.10
9030.00	Utilities - O&M	\$88,378.59
9040.00	Supplies - O&M	\$12,327.60
9060.00	Training - O&M	\$510.75
9070.00	Major Maint, Repair, Replc - O&M	\$5,085.20
9080.00	Testing & Lab Services - O&M	\$9,073.70
9090.00	Other Reimbursable Costs - O&M	\$1,609.75
300-6257 - Ops Reimb		\$316,825.20

✂ DETACH AND RETURN THE PORTION BELOW WITH YOUR PAYMENT ✂



City of Casper
200 N David Street
Casper, WY 82601-1815
888-757-9544

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

General Billing
Remit Portion

Invoice Date	11/30/2024
Invoice Number	6012
Customer Number	2784
Amount Paid	\$316,825.20
Due Date	12/30/2024
Invoice Total Due	\$316,825.20

000001&2025500006012900316&25207

City of Casper Wyoming
Expenditure Reimbursement Request
November 30, 2024

Vendor	Account Name	Date	Invoice Number	Invoice Amount	Purchased	
ALSCO	Laundry/Towel	11/01/2024	LCAS1623484	41.41	Professional Laundry Services	x
ALSCO	Laundry/Towel	11/01/2024	LCAS1628070	41.41	Professional Laundry Services	X
AMERICAN EQUIPMENT L	Maintenace Agreements	11/01/2024	S004804-IN	1,609.75	Annual Crane Inspections - parts	x
AT & T CORP	Communication	11/01/2024	287311040412X112024	40.04	Acct #287311040412	X
ATLAS REPRODUCTION	General Supplies and materials	11/01/2024	71354	84.16	Copier Usage	x
AUTO ZONE	General Supplies and materials	11/05/2024	01293749220110124	80.97	Safety gloves	X
BLACK HILLS ENERGY	Natural Gas	10/31/2024	10292024	563.52	Natural Gas for the Plant	X
BLACK HILLS ENERGY	Natural Gas	11/01/2024	121349	2,172.99	Acct #7513 1659 94	X
BRENNTAG PACIFIC, IN	Chemicals	11/01/2024	BPI455652	18,485.70	Ferric Chloride	X
BRENNTAG PACIFIC, IN	Chemicals	11/01/2024	BPI455653	19,265.90	Ferric Chloride	X
CENTURYLINK	Communication	11/01/2024	120421	25.30	Acct #333813691	x
CITY OF CASPER	Refuse Collection	10/25/2024	1224037	5.74	CC Charge Fee	X
CITY OF CASPER	Refuse Collection	10/24/2024	1224037	161.00	Utilities, Commercial 2YD insi	X
CITY OF CASPER	Refuse Collection	11/14/2024	1246951	96.00	Refuse Collection and Sewer	X
CITY OF CASPER	Refuse Collection	11/15/2024	#1246951	3.83	Credit Card Charge	X
CITY OF CASPER	Sewer	10/24/2024	1224037	33.69	Utilities, Commercial 2YD insi	x
CITY OF CASPER	Sewer	11/14/2024	1246951	33.69	Refuse Collection and Sewer	X
COLUMN SOFTWARE PBC	Advertising/promotion	11/01/2024	758C3815-0010	348.86	RWS Budget Amend No. 1 Notice	X
CPU	Technology Supplies	11/05/2024	INV127011	241.95	New CPU for front desk & Pump	X
DELL MARKETING LP	Dues and Subscriptions	11/01/2024	10779861559	450.06	Adobe renewal	x
ENERGY LABRATORIES I	Testing	11/01/2024	666144	108.00	Alkalinity to pH / Carbon, Total	X
ENERGY LABRATORIES I	Testing	11/01/2024	666145	53.00	Solids, Total Suspended Testing	X
ENERGY LABRATORIES I	Testing	11/01/2024	666146	75.00	UV Absorbance & Carbon, Total	X
ENERGY LABRATORIES I	Testing	11/01/2024	668848	3,003.00	Purgeable Organics, Trihalomethane	X
ENERGY LABRATORIES I	Testing	11/01/2024	668855	339.00	Aerobic Endospores Testing	X
ENERGY LABRATORIES I	Testing	11/01/2024	640928	339.00	Aerobic Endospores Testing	x
ENERGY LABRATORIES I	Testing	11/01/2024	671219	339.00	Aerobic Endospores Testing	X
ENERGY LABRATORIES I	Testing	11/01/2024	671217	63.00	Bacteria, Public Water Supply	x
ENERGY MANAGEMENT CO	Maint/Repair	11/01/2024	146858	4,440.00	Ozone Gen Parts Troubleshoot	x
EUROFINS	Postage and Printing	11/05/2024	3800065070	75.00	Bromate testing	x
EUROFINS	Postage and Printing	11/20/2024	3800068254	75.00	Testing Bromate	x
FERGUSON ENTERPRISES	General Supplies and materials	11/15/2024	CC608307	1.01	Actiflo Ploy line Train #1	x
FERGUSON ENTERPRISES	Maint/Repair	11/21/2024	CC613449	253.29	Parts for Drain in High Service	X
FERGUSON ENTERPRISES	Maint/Repair	11/25/2024	CC615391	18.19	Antiflo Parts	X
FERGUSON ENTERPRISES	General Supplies and materials	10/30/2024	CC592467	61.82	PIONEER SAMPLE PORT FITTINGS	x
GERALD E BLOM	General Supplies and materials	11/01/2024	9785	2,422.00	Shaft For GW#3 Pump	x
GERALD E BLOM	General Supplies and materials	11/01/2024	9786	4,980.00	Shafts For Sand Pump Rebuilds	x
GRAINGER, INC.	General Supplies and materials	11/12/2024	6650975284	59.88	Safety Chain for Ladder	X
GRAINGER, INC.	General Supplies and materials	11/14/2024	6651337283	417.35	Lockout Station With Danger Ta	x
GRAINGER, INC.	General Supplies and materials	11/25/2024	6652427510	612.54	Small Tool Batteries	x

HACH CO., CORP.	Lab Supplies	09/04/2024	321068534-1	341.02	Chemicals supplies for the Lab	x
HACH CO., CORP.	Lab Supplies	09/04/2024	321068534-2	1,410.82	Chemical supplies for the Lab	x
HACH CO., CORP.	Lab Supplies	11/01/2024	14254472	897.20	pH Glass Probes & Freight Char	x
HARDWARE PARTNERS LL	General Supplies and materials	10/31/2024	D24258-1	63.71	hose supplies for poly pumps-S	X
HARDWARE PARTNERS LL	General Supplies and materials	11/05/2024	D25093-1	13.98	Parts for Poly Pumps	x
HARDWARE PARTNERS LL	General Supplies and materials	11/12/2024	D37048-1	99.98	Tools	x
HARDWARE PARTNERS LL	Maint/Repair	11/25/2024	D31204-1	97.97	1"Valve for Well Mix, 1 1/2 Valve	X
HOMAX OIL SALES, INC	Gas/Fuel	11/01/2024	CL29974	279.92	Fuel	X
HOMAX OIL SALES, INC	Gas/Fuel	11/01/2024	CL30505	215.91	Fuel	X
HOME DEPOT	Maint/Repair	11/19/2024	60010713453	19.34	Tain 1 Actiflo	X
HQ BBQ	General Supplies and materials	10/15/2024	121993	69.00	Supplies for Retirement Celebr	x
IDEXX DISTRIBUTION I	Lab Supplies	11/01/2024	3162608312	1,805.66	GAMMA IRRAD COLILERT, VESSELS	X
IDEXX DISTRIBUTION I	Postage and Printing	11/01/2024	3162608312	75.99	GAMMA IRRAD COLILERT, VESSELS	x
ITmthallo	Internal Services	10/30/2024	ITmthallo	2,332.33	IT Monthly Allocation	x
ITmthallo	Internal Services	11/20/2024	ITmthallo	2,332.33	IT Monthly Allocation	x
MOUNTAIN STATES	Postage and Printing	11/01/2024	241624	75.13	Printing Service - business ca	x
P&Lmthall	Insurance/Bonds	10/30/2024	P&Lmthall	1,600.42	P&L Monthly Ins&Bonds Allocate	x
P&Lmthall	Insurance/Bonds	11/20/2024	P&Lmthall	1,600.42	P&L Monthly Ins&Bonds Allocate	x
Payroll	Personnel	11/7/2024		43,403.54	11/07/2024 Payroll	X
Payroll	Personnel	11/21/2024		47,229.63	11/21/2024 Payroll	X
P-CARD VENDORS	General Supplies and materials	10/30/2024	0289397	262.82	Building supplies	X
P-CARD VENDORS	Chemicals	11/05/2024	30557947	28.56	Late Fee	X
P-CARD VENDORS	Professional Service	11/26/2024	191844885	95.50	Record Board Approved Document	X
P-CARD VENDORS	Testing	11/05/2024	3800065070	200.00	Bromate testing	x
P-CARD VENDORS	Testing	11/20/2024	3800068254	100.00	Testing Bromate	x
P-CARD VENDORS	Travel and Training	11/05/2024	121477	435.75	SCHOOLS AND EDUCATIONAL TRAINING	x
P-CARD VENDORS	Travel and Training	11/26/2024	935004	75.00	Training for Kris Sexson	x
QDOBA	General Supplies and materials	11/22/2024	026254	282.00	Joint Powers Board Monthly Meeting	X
Rocky Mountain	Chemicals	11/01/2024	30551715	4,693.57	Bulk Oxygen - fuel surcharge/b	x
Rocky Mountain	Chemicals	11/01/2024	30551592	778.20	Bulk Oxygen - fuel surcharge/b	x
Rocky Mountain	Chemicals	11/01/2024	30554283	144.56	Monthly Rental	x
Rocky Mountain	Chemicals	11/01/2024	30558521	4,488.66	Bulk Oxygen - fuel surcharge/b	X
Rocky Mountain	Chemicals	11/01/2024	30559269	3,380.43	Bulk Oxygen - fuel surcharge/b	X
ROCKY MOUNTAIN AIR SOLUTIONS	Chemicals	11/05/2024	30546255	1,985.52	Oxygen	x
ROCKY MOUNTAIN POWER	Electricity	11/01/2024	120710	29.35	Acct #60931133-022 7	x
ROCKY MOUNTAIN POWER	Electricity	11/01/2024	120799	617.46	Acct #60931133-002 9	X
ROCKY MOUNTAIN POWER	Electricity	11/01/2024	120801	30.58	Acct #60931133-004 5	X
ROCKY MOUNTAIN POWER	Electricity	11/01/2024	120802	423.98	Acct #60931133-005 2	X
ROCKY MOUNTAIN POWER	Electricity	11/01/2024	120803	1,101.39	Acct #60931133-006 0	X
ROCKY MOUNTAIN POWER	Electricity	11/01/2024	120805	1,763.82	Acct #60931133-011 0	X
ROCKY MOUNTAIN POWER	Electricity	11/01/2024	120806	1,343.76	Acct #60931133-012 8	X
ROCKY MOUNTAIN POWER	Electricity	11/01/2024	120807	844.56	Acct #60931133-013 6	X
ROCKY MOUNTAIN POWER	Electricity	11/01/2024	120811	844.19	Acct #60931133-017 7	X
ROCKY MOUNTAIN POWER	Electricity	11/01/2024	120812	4,964.27	Acct #60931133-018 5	X
ROCKY MOUNTAIN POWER	Electricity	11/01/2024	120804	5,347.49	Acct #60931133-010 2	X
ROCKY MOUNTAIN POWER	Electricity	11/01/2024	121537	59,281.34	Acct #60931133-009 4	X

ROCKY MOUNTAIN POWER	Electricity	11/01/2024	121762	30.76	Acct #60931133-022 7	X
ROCKY MOUNTAIN POWER	Electricity	11/01/2024	120798	28.70	Acct #60931133-001 1	X
ROCKY MOUNTAIN POWER	Electricity	11/01/2024	120800	3,361.74	Acct #60931133-003 7	X
ROCKY MOUNTAIN POWER	Electricity	11/01/2024	120808	30.06	Acct #60931133-014 4	X
ROCKY MOUNTAIN POWER	Electricity	11/01/2024	120809	56.59	Acct #60931133-015 1	X
ROCKY MOUNTAIN POWER	Electricity	11/01/2024	120810	2,346.89	Acct #60931133-016 9	X
ROCKY MOUNTAIN POWER	Electricity	11/01/2024	120813	28.32	Acct #60931133-019 3	X
ROCKY MOUNTAIN POWER	Electricity	11/01/2024	120814	27.57	Acct #60931133-021 9	X
ROCKY MOUNTAIN POWER	Electricity	11/01/2024	120815	28.10	Acct #60931133-024 3	X
ROCKY MOUNTAIN POWER	Electricity	11/01/2024	120816	2,510.82	Acct #60931133-025 0	X
ROCKY MOUNTAIN POWER	Electricity	11/01/2024	120817	43.51	Acct #60931133-026 8	X
STAPLES	General Supplies and materials	11/12/2024	058277	399.96	Chair Mats for Control Room and	x
STAPLES	General Supplies and materials	11/25/2024	052589	129.99	Office Shredder	X
SUTHERLANDS	General Supplies and materials	10/29/2024	05724	14.99	Insulation for Raw Water Build	X
TOWN OF BAR NUNN	General Supplies and materials	11/01/2024	120722	231.73	Wardwell Water Charge - Boost	x
TOWN OF BAR NUNN	General Supplies and materials	11/01/2024	121314	168.02	Wardwell Water Charge - Booste	X
USPS	Postage and Printing	11/27/2024	046208	11.54	Postage-RWSJP Agreement to the	x
UtilMnth	Internal Services	10/30/2024	UtilMnth	23,997.17	Utilities Int Serv Monthly	x
UtilMnth	Internal Services	11/20/2024	UtilMnth	23,997.17	Utilities Int Serv Monthly	x
VERIZON WIRELESS	Communication	11/01/2024	9975278060	78.77	Acct #872512496-0001	X
VERIZON WIRELESS	Communication	11/01/2024	9977718852	78.77	Acct #872512496-0001	X
WALMART	General Supplies and materials	11/05/2024	01042000314	5.98	H2o JPB Meeting	X
WALMART	General Supplies and materials	11/06/2024	974040842789	23.70	Sponges & Towels for cleaning	X
WALMART	General Supplies and materials	11/12/2024	82253	78.78	Purell, laundry soap, silverwa	X
WEAR PARTS	Maint/Repair	11/18/2024	410470	14.46	Parts for the Train 1 Actiflo	X
Wind City Treats	General Supplies and materials	11/05/2024	430500827528	40.00	Halloween Treat for the Team	x
Wind City Treats	General Supplies and materials	11/05/2024	098239	33.00	Halloween Treats for the Team	x

Total**\$316,825.20**

Central Wyoming Regional Water System

Gallons Produced
Water Rates Billed

Fiscal Year 2024-2025

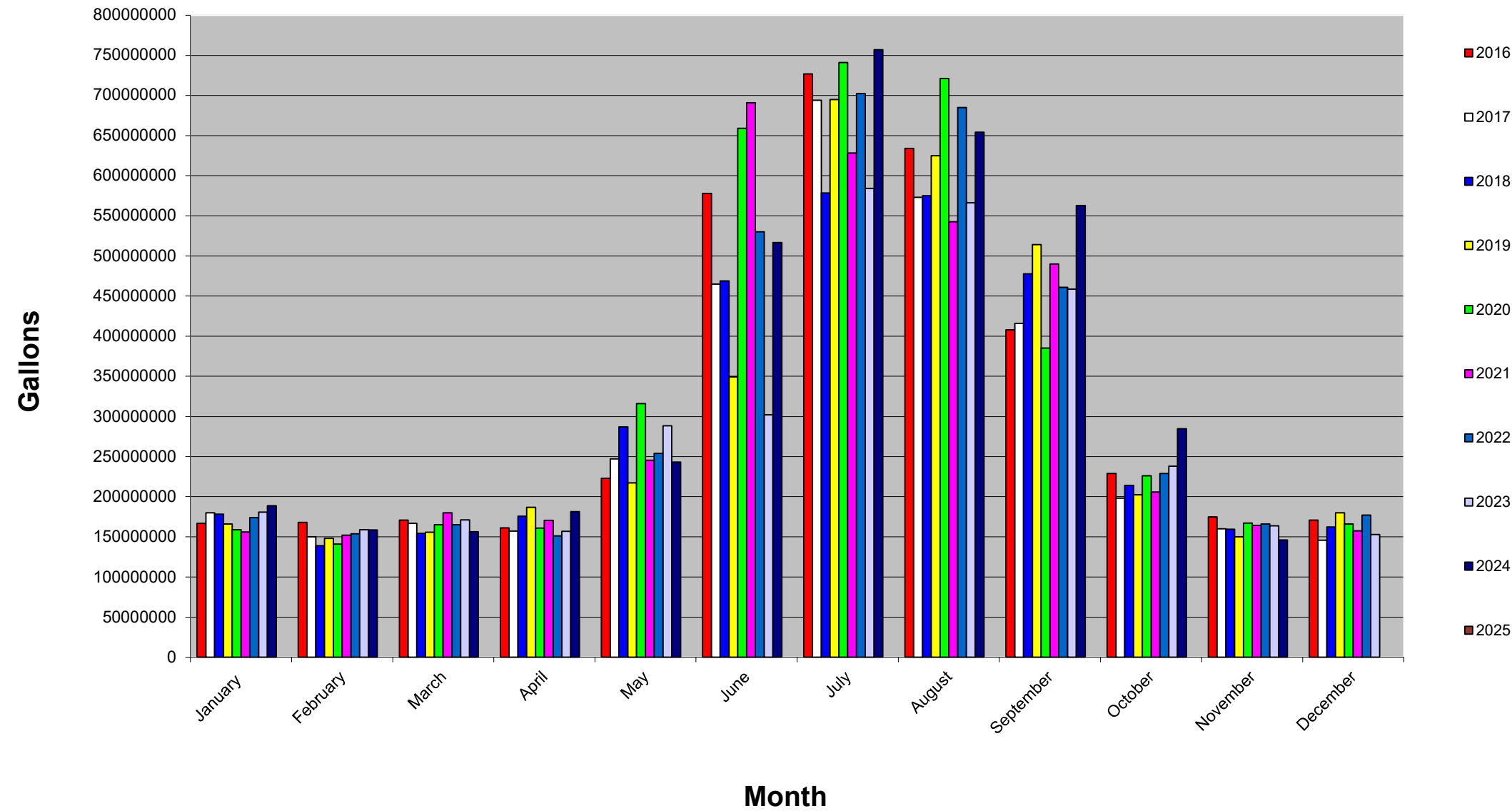
Entity	Gallons of Water Produced						Water Rates Billed					
	11/30/2024	10/31/2024	9/30/2024	8/31/2024	7/31/2024	Year-to-Date	11/30/2024	10/31/2024	9/30/2024	8/31/2024	7/31/2024	Year-to-Date
Salt Creek JPB	1,418,410.204	2,707,264.286	4,759,325.510	4,482,235.714	5,361,965.306	17,310,790.816	\$ 3,418.37	\$ 6,524.51	\$ 11,469.97	\$ 10,802.19	\$ 12,922.34	\$ 41,719.01
Bar Nunn	7,529,304.082	13,012,747.959	27,375,884.694	34,150,620.408	39,614,456.122	114,153,709.184	\$ 18,145.62	\$ 31,360.72	\$ 65,975.88	\$ 82,303.00	\$ 95,470.84	\$ 275,110.44
Pioneer	1,897,861.224	3,894,470.408	6,744,838.776	7,212,903.061	8,107,293.878	25,959,506.122	\$ 4,573.85	\$ 9,385.67	\$ 16,255.06	\$ 17,383.10	\$ 19,538.58	\$ 62,562.41
Poison Spider	960,714.286	1,598,979.592	2,307,857.143	2,577,653.061	3,537,244.898	10,021,734.694	\$ 2,315.32	\$ 3,853.54	\$ 5,561.94	\$ 6,212.14	\$ 8,524.76	\$ 24,152.38
33 Mile Road	722,091.837	1,259,693.878	1,487,755.102	1,442,091.837	1,734,081.633	5,923,622.449	\$ 1,740.24	\$ 3,035.86	\$ 3,585.49	\$ 3,475.44	\$ 4,179.14	\$ 14,275.93
Sandy Lake	504,434.694	1,074,192.857	1,664,198.980	1,694,757.143	2,301,213.265	6,734,362.245	\$ 1,215.69	\$ 2,588.80	\$ 4,010.72	\$ 4,084.36	\$ 5,545.92	\$ 16,229.81
Lakeview	158,840.816	475,479.592	907,078.571	946,341.837	1,151,958.163	3,480,858.163	\$ 382.81	\$ 1,145.91	\$ 2,186.06	\$ 2,280.68	\$ 2,776.22	\$ 8,388.87
Mile-Hi	539,113.265	728,685.714	918,681.633	831,112.245	811,007.143	3,289,486.735	\$ 1,299.26	\$ 1,756.13	\$ 2,214.02	\$ 2,002.98	\$ 1,954.53	\$ 7,927.66
City of Casper	132,239,491.592	259,362,898.714	515,241,900.592	599,463,844.694	692,974,580.592	2,067,043,224.592	\$ 318,697.17	\$ 625,064.59	\$ 1,241,732.98	\$ 1,444,707.87	\$ 1,670,068.74	\$ 4,981,574.17
Regional Water	(927,184.000)	(142,000.000)	(375,000.000)	(1,768,728.000)	(2,947,837.000)	(5,233,565.000)	\$ (2,234.51)	\$ (342.22)	\$ (903.75)	\$ (3,576.85)	\$ (7,102.36)	\$ (11,925.18)
TOTAL	145,043,078.000	283,972,413.000	561,032,521.000	651,032,832.000	752,645,964.000	2,248,683,730.000	\$349,553.82	\$684,373.52	\$1,352,088.38	\$1,569,674.91	\$1,813,878.70	\$5,420,015.50

TOTAL PRIOR YEAR (FY2024) GALLONS PRODUCED:3,592,664,380.000

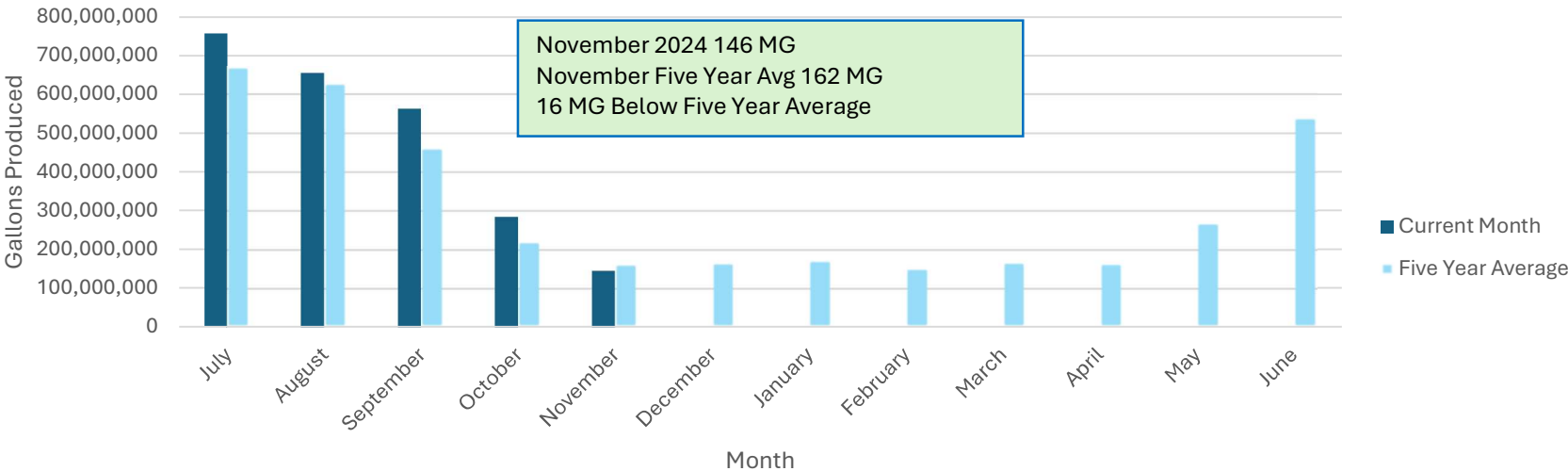
TOTAL PRIOR YEAR (FY2024) BILLING:\$ 8,658,791.92

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

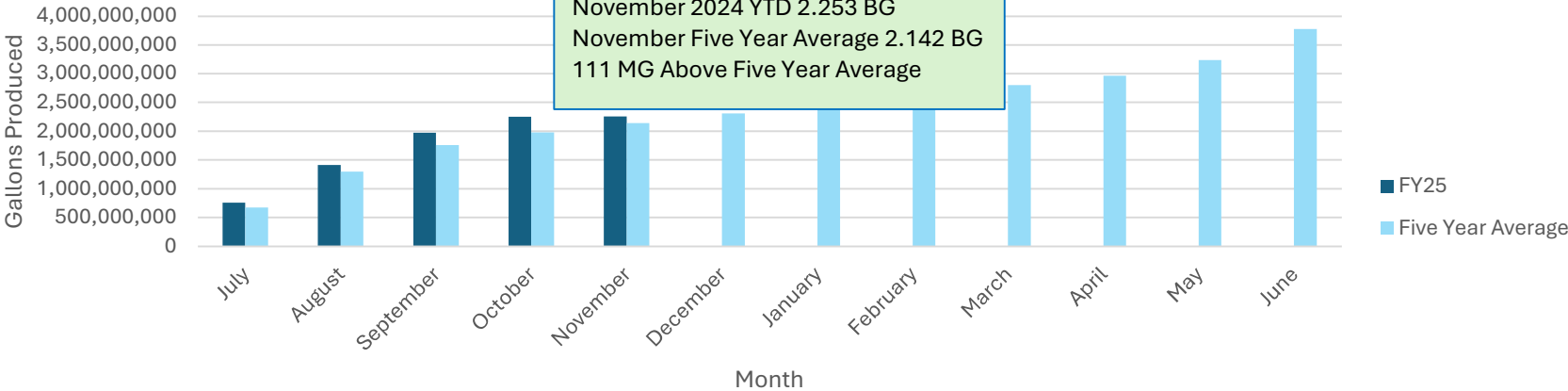
WTP PRODUCTION

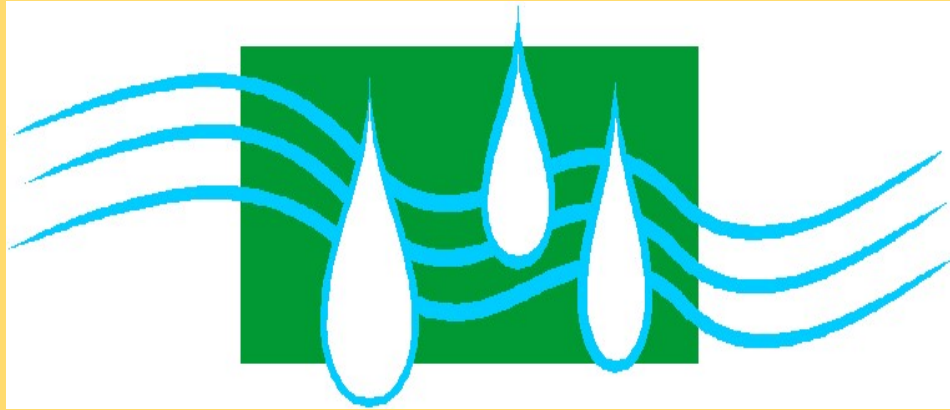


FY25 Monthly Water Production



FY25 YTD Water Production





Central Wyoming Regional Water System Joint Powers Board

Monthly Compilation

November 30, 2024

Prepared by:
City of Casper
Finance Department

CENTRAL WYOMING REGIONAL WATER SYSTEM

Balance Sheet Report for 2025 Period 5 (as of November 30, 2024)

Account Number	Description	Account Balance
Consolidated Funds		
Assets	Total Assets	56,162,739
1000	Cash	6,584,040
	Restricted Cash	1,000,000
1015	Cash (Retainage Outside Bank)	-
1200	Accounts Receivable	1,059,307
1230	Grants Receivable	71,235
1400	Inventory	658,381
1505	WGIF Investments	502,619
1521	WYO Star Investment - Allocation	2,188,550
1522	WYO Star 2 Investment - Allocation	3,091,308
1600	Prepaid Expense	34,678
1710	Land	580,874
1720	Buildings	47,471,792
1725	Accumulated Depreciation - Bld	(39,182,739)
1730	Improvements Other Than Bldgs	44,542,819
1735	AD Improve. Non Bldg	(14,980,880)
1740	Machinery & Equip - Light	2,047,486
1745	AD Machinery & Equip. - Light	(1,197,548)
1780	Construction In Progress	1,690,817
Liabilities	Total Liabilities	(7,716,341)
2010	Vouchers/Account Payable	(316,825)
2020	Retainage Payable	(99,872)
2030	Accrued Wages Payable	(41,626)
2040	Leaves Payable	(71,847)
2070	Interest Payable	(87,659)
2080	Notes Payable - Current	(712,823)
2510	Notes/Loans Payable - Non Cur	(6,385,687)
Fund Balance	Total Fund Balance	(48,446,398)
3000	Net Investment in Capital Assets	(33,874,110)
	Restricted (WWDC Reserve Requirement)	(1,000,000)
3010	Unrestricted Net Position	(13,572,287)
Total Liabilities + Fund Balance		(56,162,739)

CENTRAL WYOMING REGIONAL WATER SYSTEM

Comparative Income Statement

Fifth Month as of November 30, 2024

	2023	2024	2025
Revenue	\$5,135,758	\$4,897,132	\$6,519,829
4202 - Federal Grants	\$0	\$0	\$469,373
4501 - Interest Earned	\$59,792	\$120,871	\$150,494
4505 - Misc. Revenue	\$0	\$840	\$9,265
4601 - Water Utility Charges	\$5,004,190	\$4,637,096	\$5,769,569
4650 - System Development Charges	\$71,776	\$138,325	\$121,127
Expense	\$3,293,532	\$3,136,431	\$3,324,025
6212 - Legal Services	\$4,686	\$4,928	\$1,558
6213 - Investment Services	\$41	\$733	\$20
6214 - Consulting Services	\$5,263	\$80	\$140
6215 - Acctg/Audit Services	\$15,000	\$20,158	\$20,000
6257 - Reimbursable Contract Exp.	\$1,706,195	\$1,629,111	\$2,003,832
6303 - Buildings	\$18,000	\$0	\$0
6305 - Improvements Other Than Bldgs	\$130,531	\$303,227	\$486,347
6311 - Light Equipment	\$4,621	\$0	\$0
6312 - Light Equipment - Replacement	\$0	\$12,158	\$0
6320 - Technology Capital	\$0	\$0	\$4,865
6501 - Principal	\$1,125,232	\$906,612	\$531,648
6510 - Interest	\$177,070	\$139,768	\$139,034
6780 - Insurance/Bonds	\$106,894	\$119,656	\$136,581
Net Income:	\$1,842,226	\$1,760,702	\$3,195,804

BUDGET COMPARISON
As of November 30, 2024
 42% OF YEAR EXPIRED

CWRWS FUND**(FUND 300)**

<u>ACCOUNT</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ORIGINAL BUDGET</u>	<u>TRANSFERS/ ADJUSTMENTS</u>	<u>REVISED BUDGET</u>	<u>YTD ACTUAL</u>		<u>YET TO BE COLLECTED</u>	<u>% REC'D</u>
4202	Federal Grants	-	(609,209)	(609,209)	(469,373)	-	(139,836)	77.05%
4501	Interest Earned	(210,000)	-	(210,000)	(150,494)	-	(59,506)	71.66%
4505	Misc. Revenue	(100)	-	(100)	(9,265)	-	9,165	9265.00%
4601	Water Utility Charges	(8,992,548)	-	(8,992,548)	(5,769,569)	-	(3,222,979)	64.16%
4650	System Development Charges	(245,000)	-	(245,000)	(121,127)	-	(123,873)	49.44%
	TOTAL REVENUES	(9,447,648)	(609,209)	(10,056,857)	(6,519,829)	-	(3,537,028)	64.83%

		<u>ORIGINAL BUDGET</u>	<u>TRANSFERS/ ADJUSTMENTS</u>	<u>REVISED BUDGET</u>	<u>YTD ACTUAL</u>	<u>ENCUMBERED</u>	<u>AVAILABLE BUDGET</u>	<u>% USED</u>
6212	Legal Services	30,000	0	30,000	1,558	-	28,443	5.19%
6213	Investment Services	1,500	0	1,500	20	-	1,480	1.33%
6214	Consulting Services	15,000	0	15,000	140	-	14,860	0.93%
6215	Acctg/Audit Services	40,000	0	40,000	20,000	24,500	(4,500)	111.25%
6255	Other Contractual	3,000	0	3,000	-	-	3,000	0.00%
6257	Reimbursable Contract Exp.	4,756,962	0	4,756,962	2,003,832	-	2,753,130	42.12%
6304	Improvements to Buildings	25,000	0	25,000	-	8,325	16,675	33.30%
6305	Improvements Other Than Bldgs	2,520,000	4,553,147	7,073,147	486,347	350,100	6,236,700	11.83%
6307	Intangibles - New	0	8,540	8,540	-	8,540	0	100.00%
6311	Light Equipment - New	630,000	-	630,000	-	90,549	539,451	14.37%
6312	Light Equipment - Replacement	0	77,557	77,557	-	-	77,557	0.00%
6320	Technology - Capital	10,000	0	10,000	4,865	-	5,135	48.65%
6501	Principal	794,524	0	794,524	531,648	-	262,876	66.91%
6510	Interest	221,615	0	221,615	139,034	-	82,581	62.74%
6720	Travel/Training	2,000	0	2,000	-	-	2,000	0.00%
6745	Contribution Expense	250,000	0	250,000	-	-	250,000	0.00%
6780	Insurance/Bonds	127,000	0	127,000	136,581	-	(9,581)	107.54%
	TOTAL EXPENDITURES	\$ 9,426,601	\$ 4,639,244	\$ 14,065,845	3,324,025	\$ 482,014	\$ 10,259,807	27.06%

TOTAL REVENUE OVER/(UNDER) EXPENSE	\$ 21,047	\$ (4,030,035)	\$ (4,008,988)	3,195,804	\$ (482,014)	\$ (6,722,779)		
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CD / TERM Application

Bank Name(City,State,FDIC#)	Principal Amount	# of Days	Gross Rate	Net Rate	Settlement	Maturity	Advisory Fee(\$)	Advisory Fee(Bps)	Gross Int.@mat.	Gross Maturity Value	Status
Crossfirst Bank, Leawood,KS- (58648)	\$247,000.00	90	4.600 %	4.450 %	11/26/2024	02/24/2025	\$91.36	0.15 %	\$2,801.59	\$249,801.59	Executed
West Pointe Bank, Oshkosh,WI- (34162)	\$247,000.00	90	4.500 %	4.350 %	11/26/2024	02/24/2025	\$91.36	0.15 %	\$2,740.68	\$249,740.68	Executed
TOTALS:	\$494,000.00						\$182.72		\$5,542.27	\$499,542.27	
Gross Weighted Avg.Rate(90 Days)	4.55%										
Net Weighted Avg.Rate(90 Days)	4.40%										
GRAND TOTAL :	\$494,000.00						\$182.72		\$5,542.27	\$499,542.27	

December 17, 2024

MEMO TO: Paul Bertoglio, Chairman,
Members, Central Wyoming Regional Water System Joint Powers Board

FROM: Tom Brauer, P.E., Chief Operating Officer *TB*
Ethan Yonker, P.E., Water Operations Officer *EY*
Logan Wood, WTP Manager *LW*

SUBJECT: Sole Source Procurement

Meeting Type & Date

Regular Central Wyoming Regional Water System Joint Powers Board (JPB) Meeting
Scheduled for December 17, 2024.

Action Type

Authorization

Recommendation

That the JPB authorizes the sole source procurement of sixteen Hach TU5300sc Low Range Laser Turbidimeters from the Hach company in the amount of \$37,037.76 plus shipping for use at the Water Treatment Plant.

Summary

Numerous turbidimeters in the Water Treatment Plant (WTP) well fields are outdated and no longer serviceable. These turbidimeters are required to consistently monitor the quality of water produced from each well site to meet EPA drinking water standards. Hach is the only company in the US that manufactures turbidity meters that meet EPA requirements. Staff recommends the sole source procurement of Hach TU5300sc Turbidity Meters for the WTP wellfield.

Financial Considerations

\$40,000 was budgeted in FY25 for capital expenses to procure turbidity meters through project 3000025004.

Oversight/Project Responsibility

Logan Wood, WTP Manager

Attachments

Quote number 101091943v3 Provided by Hach Company.

**Agenda Item
8 b**

Quotation

Quote Number: 101091943v3

Use quote number at time of order to ensure
that you receive prices quoted

Hach
PO Box 608
Loveland, CO 80539-0608
Phone: (800) 227-4224
Email: quotes@hach.com
Website: www.hach.com

Quote Date: 04-Nov-2024

Quote Expiration: 03-Jan-2025

CENTRAL WYOMING REGIONAL WATER
1500 WYOMING BLVD SW
CASPER, WY 82604-2931

Name: Kris Sexson
Phone: 307-315-1766
Email: ksexson@casperwy.gov

Customer Account Number : 288809
Customer Quote Reference: Quote 2

Sales Contact: Justin Williams Email: jwilliam@hach.com Phone: 970-342-3671

PRICING QUOTATION

Line	Part Number	Description	Qty	Unit Price	Extended Price
1	LXV445.99.10112	TU5 Series® TU5300sc Low Range Laser Turbidimeter, EPA Version. Standard lead time 10 days.	16	2,823.00	37,037.76
				Grand Total	\$ 37,037.76

TERMS OF SALE

Freight: Ground Prepay and Add

FCA: Hach's facility

ALL LEAD TIMES ARE ESTIMATED AND NOT GUARANTEED.

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract

from the provisions of the Hach TCS are not part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require : 1). A statement of intended end-use; 2).Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. and/or applicable laws in force in Buyer's jurisdiction.

ORDER TERMS:
Terms are Subject to Credit Review

In order for Hach to process the order as quickly as possible, please provide the following information.

- Complete Billing address.
- Complete Shipping address.
- Part numbers and quantities of items being ordered.
- Please reference the quotation number on your purchase order

If the order is over \$25,000 Hach will also require the following additional information.

- Pricing
- Purchase Order Number
- Freight terms and INCO term FOB Origin or FCA Shipping Point
- Required delivery date
- Vendor name should specify "Hach Company" with the Loveland address:
 - o Hach, PO Box 389, Loveland, CO 80539
- Credit terms of payment. Default payment terms are Net 30.
- Indicate if order needs to ship complete or if it can ship partial.
- Tax status
- Special invoicing instructions

Sales tax is not included on quote. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.

Shipments will be prepaid and added to invoices unless otherwise specified.

Equipment quoted operates with standard U.S. supply voltage.

Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.

This Quote is good for a one time purchase

Virtual and/or on-site training must be scheduled/completed within 30 days of order, or the price will be subject to change.

Sales Contact:

Name:	Justin Williams
Title:	Regional Sales Manager - Midwest
Phone:	970-342-3671
Email:	jwilliam@hach.com

**HACH COMPANY****Headquarters**

P.O. Box 389
5600 Lindbergh Drive
Loveland, CO 80539-0389

Purchase Orders

PO Box 608
Loveland, CO 80539-0608

WebSite: www.hach.com

U.S.A.

Phone: 800-227-4224
Fax: 970-669-2932
E-Mail: orders@hach.com
quotes@hach.com
techhelp@hach.com

Export

Phone: 970-669-3050
Fax: 970-461-3939
Email: intl@hach.com

Remittance

2207 Collections Center Drive
Chicago, IL 60693

Wire Transfers

Bank of America
231 S. LaSalle St.
Chicago, IL 60604
Account: 8765602385
Routing (ABA): 071000039

Quotation Addendum

ADVANTAGES OF WORKING WITH HACH

 Hach Service	Pick&Ship™	Technical Support
<i>Protect your investment & peace of mind</i> ✓ A global partner who understands your needs ✓ Delivers timely, high-quality service you can trust ✓ Provides team of unique experts to help you maximize instrument uptime ✓ Ensure data integrity ✓ Maintain operational stability ✓ Reduce compliance risk www.hach.com/service-contracts	<i>Pick&Ship™ Program offers a better way to keep your supplies in stock</i> ✓ Convenience of one purchase order for the entire year ✓ Flexibility to change, cancel or create new orders ✓ Savings from locking in prices & thus avoiding price surges and rush charges ✓ Peace of mind with automatic, reliable shipments just as you need them www.Hach.com/pickandship	<i>Provides post-sale instrumentation and application support</i> ✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale. ✓ Available via phone, e-mail, or live online chat at Hach.com! ✓ Fast access to answers at https://support.hach.com ✓ Toll-free phone: 800-227-4224 ✓ E-mail: techhelp@hach.com www.Hach.com

ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING

Safe & Fast Delivery	Save Time – Less Hassle	Save Money
✓ Receive tracking numbers on your order acknowledgement ✓ Hach will assist with claims if an order is lost or damaged in shipment	✓ No need to set up deliveries for orders or to schedule pickup ✓ Hach ships order as product is available, at no additional charge, when simplified shipping and handling is used.	✓ No additional invoice to process – save on time and administrative costs ✓ Only pay shipping once, even if multiple shipments are required

STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES ^{1, 2, 3, 4} Pricing Effective 7/13/2024						Collect ⁴
Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	Handling Fee Effective 7/13/2024
\$0.00 - \$49.99	\$10.75	\$26.89	\$50.14	\$43.15	\$82.02	\$8.00
\$50.00 - \$149.99	\$12.90	\$38.02	\$71.75	\$54.52	\$103.65	\$8.00
\$150.00 - \$349.99	\$15.05	\$40.15	\$81.79	\$55.37	\$106.26	\$8.00
\$350.00 - \$649.99	\$17.20	\$44.98	\$89.44	\$56.22	\$108.87	\$8.00
\$650.00 - \$949.99	\$17.20	\$54.49	\$112.39	\$66.20	\$128.13	\$8.00
\$950.00 - \$1,999.99	\$30.10	\$64.01	\$135.34	\$76.17	\$147.38	\$8.00
\$2,000.00 - \$3,999.99	\$30.10	\$79.14	\$165.12	\$91.12	\$176.99	\$8.00
\$4,000.00 - \$5,999.99	\$53.75	\$94.27	\$194.90	\$106.06	\$206.59	\$8.00
\$6,000.00 - \$7,999.99	\$64.50	\$108.99	\$225.36	\$118.80	\$229.04	\$8.00
\$8,000.00 - \$9,999.99	\$96.75	\$162.82	\$318.16	\$174.21	\$330.40	\$8.00
Over \$10,000	1.0% of Net Order Value	1.8% of Net Order Value	2.8% of Net Order Value	1.8% of Net Order Value	2.8% of Net Order Value	\$8.00

- Shipping & Handling charges shown are only applicable to orders billing and shipping to U.S. destinations. Shipping & Handling charges will be prepaid and added to invoice. Shipping & Handling for the Pick&Ship Program is charged on each shipment release and is based on the total price of each shipment release. Shipping & Handling charges are subject to change without notice.
 - Additional Shipping & Handling charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified Shipping & Handling charges, and are considered heavy products. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.
 - Orders shipping to Alaska or Hawaii: Additional Shipping & Handling charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.
 - Hach Company will assess a collect handling fee on orders with collect shipping terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.
- Due to variations in component characteristics, regulatory transportation requirements and/or associated shipping and handling costs, individual kit components may or may not be packaged together in a single carton at time of final packaging and shipping.

SALES TAX

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. **APPLICABLE TERMS & CONDITIONS:** These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. **CANCELLATION:** Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within thirty (30) days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-instatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. **DELIVERY:** Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, or Romeoville, Illinois United States (Incoterms 2020). Legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. **INSPECTION:** Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. **PRICES & ORDER SIZES:** All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. **PAYMENTS:** All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit

card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% (one and one half percent) per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment. See [120](#) for further wire transfer requirements.

7. **LIMITED WARRANTY:** Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. **INDEMNIFICATION:** Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. Buyer is responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to negligence, misuse or misapplication of any goods or services, violations of law, or the breach of any provision of this Contract by the Buyer, its affiliates, or those employed by, controlled by or in privity with them. Buyer's workers' compensation immunity, if any, does not preclude or limit its indemnification obligations.

9. **PATENT PROTECTION:** Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies

Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. TRADEMARKS AND OTHER LABELS: Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. SOFTWARE AND DATA. All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media and/or included as an Appendix to these Terms & Conditions of Sale. Except to the extent such express licenses conflict with the remainder of this paragraph, the following also applies relative to Hach's software: Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). In connection with Buyer's use of Products, Hach may obtain, receive, or collect data or information, including data produced by the Products. In such cases, Buyer grants Hach a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data, or to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of Hach and its affiliates.

12. PROPRIETARY INFORMATION; PRIVACY: "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. CHANGES AND ADDITIONAL CHARGES: Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site

prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE: In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. LIMITATIONS ON USE: Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Unless the "ship-to" address is in California, U.S.A., the Products are not intended for sale in California and may lack markings required by California Proposition 65; accordingly, unless Buyer has ordered Products specifying a California ship-to address, Buyer will not sell or deliver any Hach Products for use in California. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS: Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See www.ethicspoint.veralto.com and [Integrity and compliance - Veralto](#) for a copy of the SOC and for access to our Helpline portal.

17. RELATIONSHIP OF PARTIES: Buyer is not an agent or representative of Hach and will not present itself as such under any circumstances unless and to

the extent it has been formally screened by Hach's compliance department and received a separate duly-authorized letter from Hach setting forth the scope and limitations of such authorization.

18. **FORCE MAJEURE:** Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

19. **NON ASSIGNMENT AND WAIVER:** Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

20. **FUNDS TRANSFERS (PAYMENTS):** Buyer and Hach both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Buyer must verbally confirm any new or changed bank transfer or mailing instructions by calling Hach at +1-970-663-1377 and speaking with Hach's Credit Manager before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

21. **LIMITATION OF LIABILITY:** None of the Hach Indemnified Parties will be liable to any Buyer Indemnified Parties under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of any Buyer Indemnified Parties' customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

22. **APPLICABLE LAW AND DISPUTE RESOLUTION:** The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

23. **ENTIRE AGREEMENT, TERM & MODIFICATION:** These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. Upon thirty (30) days prior written notice, Hach may, in its sole discretion, elect to terminate any order for the sale of Products and provide a pro-rated refund for any pre-payment of undelivered Products. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach

rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

24. **APPENDICES:** If checked, the following Appendices are attached hereto and incorporated by reference into these Terms & Conditions of Sale:

☐ CLAROS SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

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Some facts about the Wind Turbine and Motor Housing Disposal Projects:

Casper Regional Landfill (CRL) has 2,606,300 cubic yards of unlined landfill spaced design as our construction and demolition cell and this is estimated to be full in 2073.

- Turbine fiberglass blades and motor housing units are being disposed of in the unlined landfill.
- CRL has 10,252,220 cubic yards of lined landfill spaced designed and is estimated to be full in 2041.
- City staff are planning to amend our permit to add another 10 million cubic yards of lined landfill space in 2022.
- The construction and demolition (C&D) cell was built for special waste projects to generate revenue to keep landfill fees low for all the regional customers.
- The wind turbine blade project is the ideal disposal project for utilizing our C&D cell – one of the most inert (non-toxic) materials we accept for disposal is fiberglass.
- Each turbine blade is placed in the C&D cell to minimize air space used; approximate 44.8 cubic yards (max) and ~30 cubic yards (min) of spaced used for each blade; a maximum of 448,000 cubic yards of air space is estimated for the project.
- One turbine blade is 120 feet long and is cut into three (3) 40-foot lengths. One turbine blade (3, 40-foot sections) comes on each semi-truck trailer. The gross weight of each semi-truck trailer is 50,340 pounds or 25.2 tons. One Thousand trips to and from the CRL are planned. The 1000 loads coming in to the CRL are each 25.2 tons (GVW plus 5.9 tons of disposal material) for a total of 25,200 tons and the 1000 empty semi-truck trailers leaving the CRL each weigh 19.3 tons for a total of 44,500 tons of additional weight crossing our City streets.
- The CRL crushes/breaks the motor housing units. Each 120 foot turbine blade is cut into 40 foot lengths prior to disposal and the CRL staff inserts the two (2) smaller diameter turbine blade pieces into the largest diameter blade. The turbine blades are stacked in a manner with the motor housing units to minimize air space used. One (1) turbine blade and one (1) motor housing is estimated to take 30 cubic yards.
- Casper Regional Landfill rates increase approximately 2% every two (2) years and we have very low rates compared to other landfills in the state. Our special waste projects generate on average \$800,000 in revenue per year to make it possible to keep our rates low.
- Wind Farms repurpose and recycle 90% of all the materials in a wind turbine; the only material not recyclable is fiberglass; the blades and motor housing are the only fiberglass components.
- Areas of landfill where the wind turbine blades are buried are recorded for the historical record (elevation, longitude & latitude); therefore, in the future, the blades could be mined/recovered.
- Compactors used to compact garbage are equipped with a pressurized cab and filtration system to help prevent employees from being exposed to fine particle dust. Approximately 15 to 20 motor housing units from wind turbines are off-loaded in a designated area of the landfill. During the off-loading process the units collapse on themselves (similar to a cardboard box), and City staff direct commercial customers to dump municipal solid waste (MSW) on top of the 15 to 20 housing units before operating a compactor over the units. The process used to compact the motor housing units minimizes the release of fine particle dust into the atmosphere.
- Our CRL permit allows waste anywhere within the state of Wyoming. If a customer from out of state contacted us about disposing wind turbine blades, we would need to amend our CRL permit with the Wyoming Department of Environmental Quality (WDEQ).
- The CRL has received wind turbine blades from the Glenrock, Saratoga/Hanna, and Arlington areas to-date, and we have received 1124 turbines as of September 16, 2020. We received \$444,412.62 in revenue in FY20. In FY21, we have received 250 approximately turbine blades and we expect or may receive another 250 turbines. These blades are shorter in length and the revenue for FY21 is approximately \$158,300. Total revenue to-date, May 2019 to September 21, 2020 is \$602,676, and the total revenue from burying wind turbine blades after September 21, 2020 was approximately another \$200,000 for a total revenue amount of over \$800,000.00.