



**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

Tracy  
Sutherland,  
Treasurer

Matt Larson

Amber Pollock

Dan Sabrosky

Pat Sweeney

**REGULAR JOINT POWERS BOARD MEETING AGENDA**

**Tuesday**

**September 16, 2025**

**11:30 a.m.**

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

1. Announcements
2. Approve Minutes – August 19, 2025, Regular Meeting \*
3. Approve Bills & Claims – September 2025 \*
4. Production Report \*
5. Approve Financial Report – August 2025 \*
6. Operations Update
7. Public Comment
8. Old Business
  - a) RWS Vehicles/Insurance Updates
  - b) Reassignment of Resolution number - BA 1 & 2\*
  - c) Other
9. New Business
  - a) Contract with Summit Electric, LLC\*
  - b) Other
10. Chairman's Report

**Next Meeting: Regular JPB Meeting – October 21, 2025**

***\*Indicates Attachment***



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

**Meeting Minutes – August 19, 2025**

**Call to Order:** 11:37 a.m., Joint Powers Board Conference Room, Regional Water Treatment Plant.

**Roll Call:** Board Members Present: Bertoglio (Chair/City), Waters (Secretary/Pioneer), Sutherland (Treasurer/SCJPB), Sweeney (City), Sabrosky (Bar Nunn), North (Vice-Chair/County),

**Absent:** Larson (City) & Pollock (City)

**Also Present:** Ethan Yonker (City), Logan Wood (City), Mark Anderson (City), Brandy Coyle (City), Sophie Stalnaker (City), Jace Madsen (WPD&N)

**1. Announcements**

- a. None

**2. Approved Minutes**

- a. July 15, 2025, Regular Meeting Minutes approved (Motion by North, seconded by Waters.)

**3. Bills & Claims**

Vendor Name	Amount
City of Casper	721,358.55
Column Software	153.25
Engineering Associates	869.00
HDR Engineering, Inc.	50,947.84
Sheet Metal Specialties, Inc	24,744.00
Williams, Porter, Day, & Neville, P.C.	588.00
<b>Total</b>	<b>798,660.64</b>

- a. Approved (Motion by Sweeney, Second by Sabrosky)

**4. Production Report:**

- a. July Production: 10.5 million below the five-year average, likely due to weather conditions this July being cooler and less dry than last July, and the reduction in parks watering between FY24 & FY25.

**5. Financial Report**

- a. Reported by Jill Johnson
- b. \$1,000,000 has been pulled out of the cash line item to be placed in “restricted cash” for the purpose of abiding by debt agreements.
- c. Federal ARPA Grant became available, and it was recommended by Ms. Johnson to have a budget amendment to reflect that revenue.
- d. Motion to approve the financial report made by Sabrosky, seconded by North

## **6. Operations Updates**

### **a. Plant (Yonker):**

- i. Monthly turbid meter clean and calibrations
- ii. Monthly PM's
- iii. Cleaned and fixed leaks in well houses/Prep for sanitary survey
- iv. Replaced settled water #3 packing
- v. Started prepping for SW #1 rebuild
- vi. Roof vent inspections and greasing
- vii. Break room furniture and faucet replacement
- viii. Fixed leaking seal lines for the sand pump on both trains
- ix. Helped operations with corrosion inhibitor and cleaning bar screens
- x. Mowed and weeded around plant and wellhouses
- xi. Fixed HYPO leak on GW injection quill
- xii. Dewatered east ferric lagoon
- xiii. Greased sump pump motors and cleaned out the sump around the plant
- xiv. Gathering data to create graphs to show improvement in well field flows.
- xv. 20 million gallons daily production average

### **b. Transmission (Anderson):**

- i. Weekly checks and sampling
- ii. Flushing tanks
- iii. Mowing and spraying
- iv. Pioneer Pump #2 parts ordered
- v. Ready for EPA survey
- vi. Small leak on CY Ave fixed

## **7. Public Comment:**

### **a. None**

## **8. Old Business**

### **a. RWS Vehicles/Insurance Updates:**

- i. Mr. Yonker continues to work with WARM to obtain quotes for property insurance
- ii. Regional water vehicles can remain Regional property under the current insurance with no coverage impacts.

### **b. Fort Caspar Area Master Plan Scope:**

- i. The development of a land use plan consists of water source protection plans and cultural resource protection plans based on view of the area, land use, conservation units, archaeological significant areas, historical designations and sensitive natural areas such as wetlands. Additionally, develop a vegetation management plan that maximizes the use of its vegetation and a list of recommended agreements needed for all property owners in the area.

- ii. It was emphasized that Regional Water will not be covering the entirety but rather splitting the cost three ways with the City of Casper Parks Department and the River Restoration Fund.

**c. Budget Amendment 1 Finalization:**

- i. Budget Amendment 1 was approved at the July 2025 meeting, but no resolution was included. The resolution is now provided with Budget Amendment 2, discussed under New Business.

**9. New Business**

**a. Fiscal Year 2026 Budget Amendment No. 1 and 2:**

- i. Budget Amendment No. 2 moves funds originally budgeted in the Operations Budget to the Capital Budget. Operational expenses decrease by \$150,000 and increase \$150,000 capital project for pump, valve, and other capital equipment replacements.
- ii. Motion to approve the Budget Amendment No. 1 & 2 resolution, made by Sweeney, Seconded by North

**b. Ketel Thorstenson LLP Engagement Letter:**

- i. Ketel Thorstenson LLP's five-year contract requires a re-engagement letter once a year.
- ii. Motion to authorize the engagement letter to be signed, made by North, seconded by Sutherland.

**c. Energy Management Corporation Procurement Agreement:**

- i. Authorizing a procurement agreement in the amount of \$7,918.48 with Energy Management Corporation.
- ii. Motion to authorize the procurement agreement made by Sabrosky, seconded by Waters.

**d. Records Retention and Destruction:**

- i. Request for a motion authorizing City Staff to follow the State of Wyoming document retention and destruction protocol, and to utilize the City of Casper Laserfiche system for electronic record keeping. The board was assured all important documents will be preserved in Laserfiche, in the event City staff are unsure if documents should be retained, and said documents will be reviewed with the board before destruction.
- ii. Motion made to adopt the State of Wyoming document retention protocol and authorize the Water Operations Officer, as the official records officer for CWRWS, to maintain the records and sign any purge logs or related documents. Motion was made by Sutherland, seconded by Waters.

**e. Other**

- i. Presented by Chairman Bertoglio, having received an email from Advanced Casper regarding "Regional Water assuming full ownership,

operation, and maintenance of the infrastructure north of West Winds Road.”

- ii. It was determined by the board that Regional Water is not assuming full ownership of the infrastructure north of West Winds Road.

#### **10. Chairman’s Report**

- a. Next meeting: September 16th, 2025

**Adjournment: 12:37** p.m. (Motion made by North, seconded by Waters)

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Chairman

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Secretary

DRAFT

## Invoice Approval for September 16, 2025

## Central Wyoming Regional Water System

**CASPER PUBLIC UTILITIES**

Regional Water Ops Reimbursement	\$435,310.76	
<b>Total for CASPER PUBLIC UTILITIES</b>		<b>\$435,310.76</b>

**CNA SURETY**

Board Officer Bond - Vice-Chairman	\$100.00	
<b>Total for CNA SURETY</b>		<b>\$100.00</b>

**ENGINEERING ASSOCIATES**

FY22 Well Rehabilitation	\$1,343.00	
<b>Total for ENGINEERING ASSOCIATES</b>		<b>\$1,343.00</b>

**WILLIAMS, PORTER, DAY & NEVILLE, P.C.**

Legal Expense	\$1,197.00	
<b>Total for WILLIAMS, PORTER, DAY &amp; NEVILLE, P.C.</b>		<b>\$1,197.00</b>

**WYOMING.COM**

RWS Website Domain Hosting - 9/7/25 to 9/7/26	\$60.00	
<b>Total for WYOMING.COM</b>		<b>\$60.00</b>

<b>All Invoices Total</b>	<b>\$438,010.76</b>
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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.

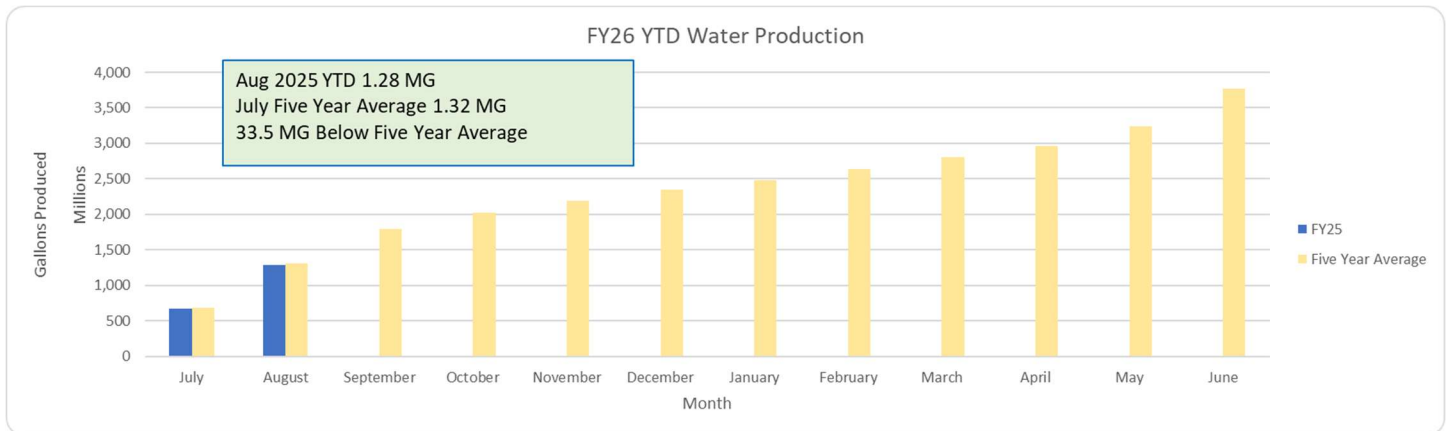
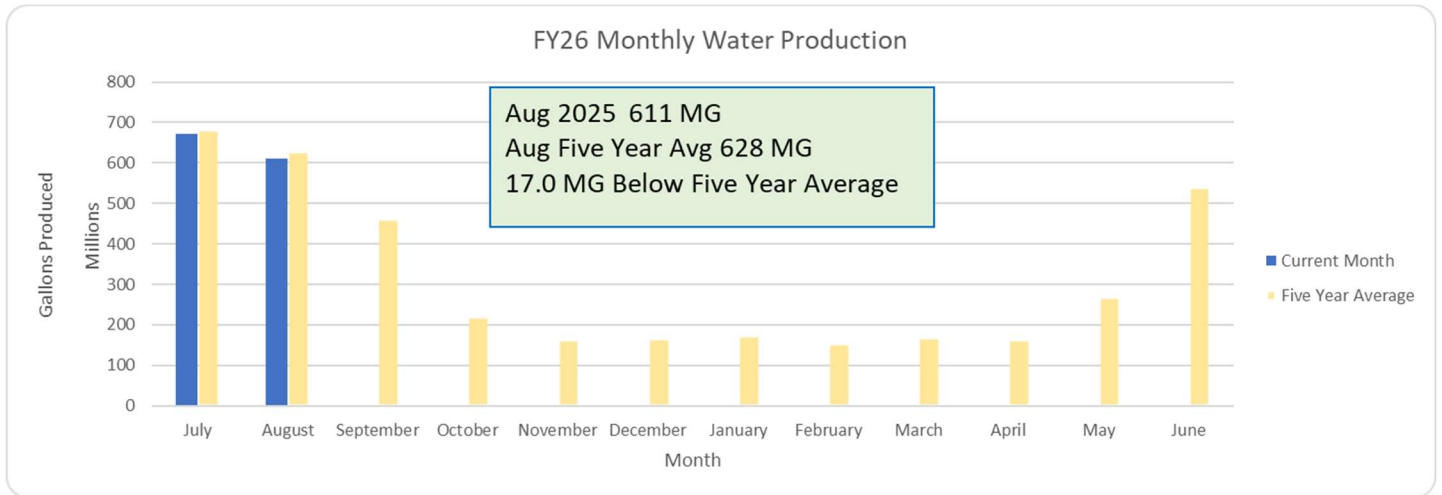
\_\_\_\_\_  
RWS Treasurer

\_\_\_\_\_  
Date

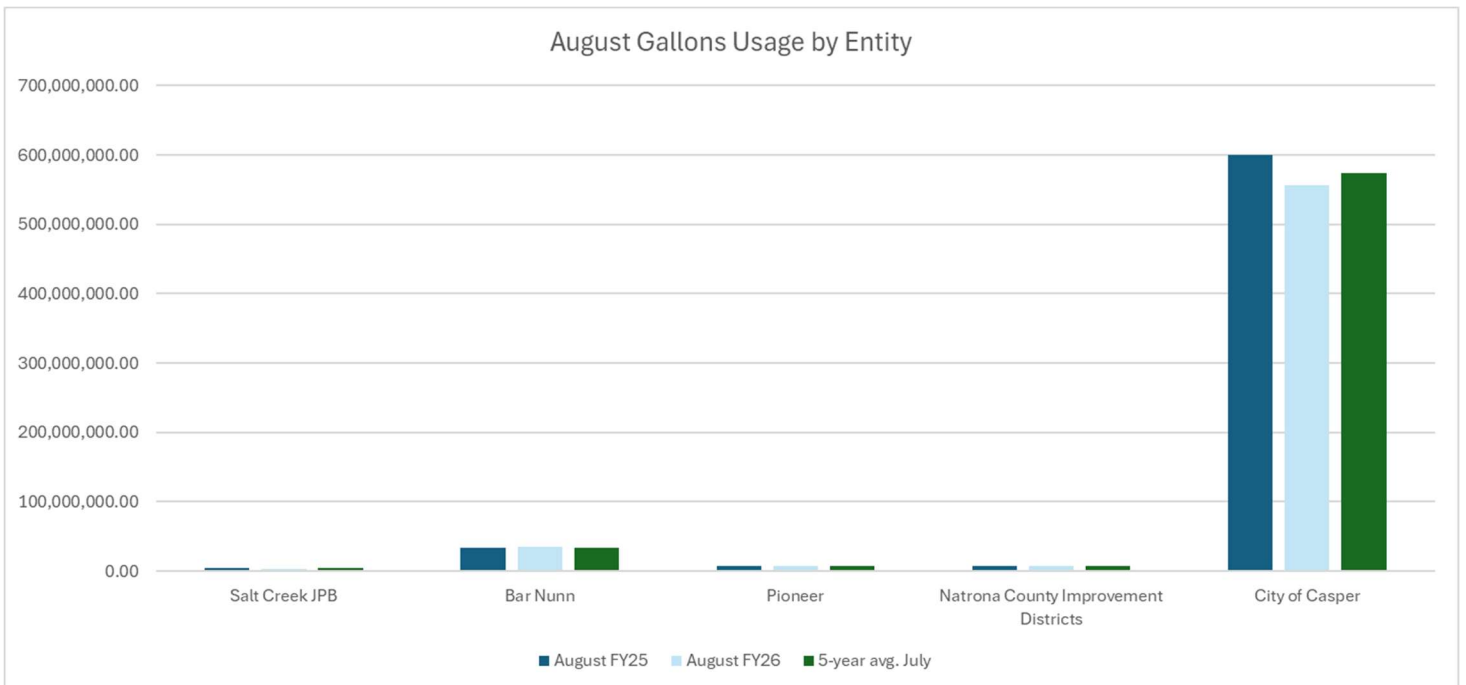
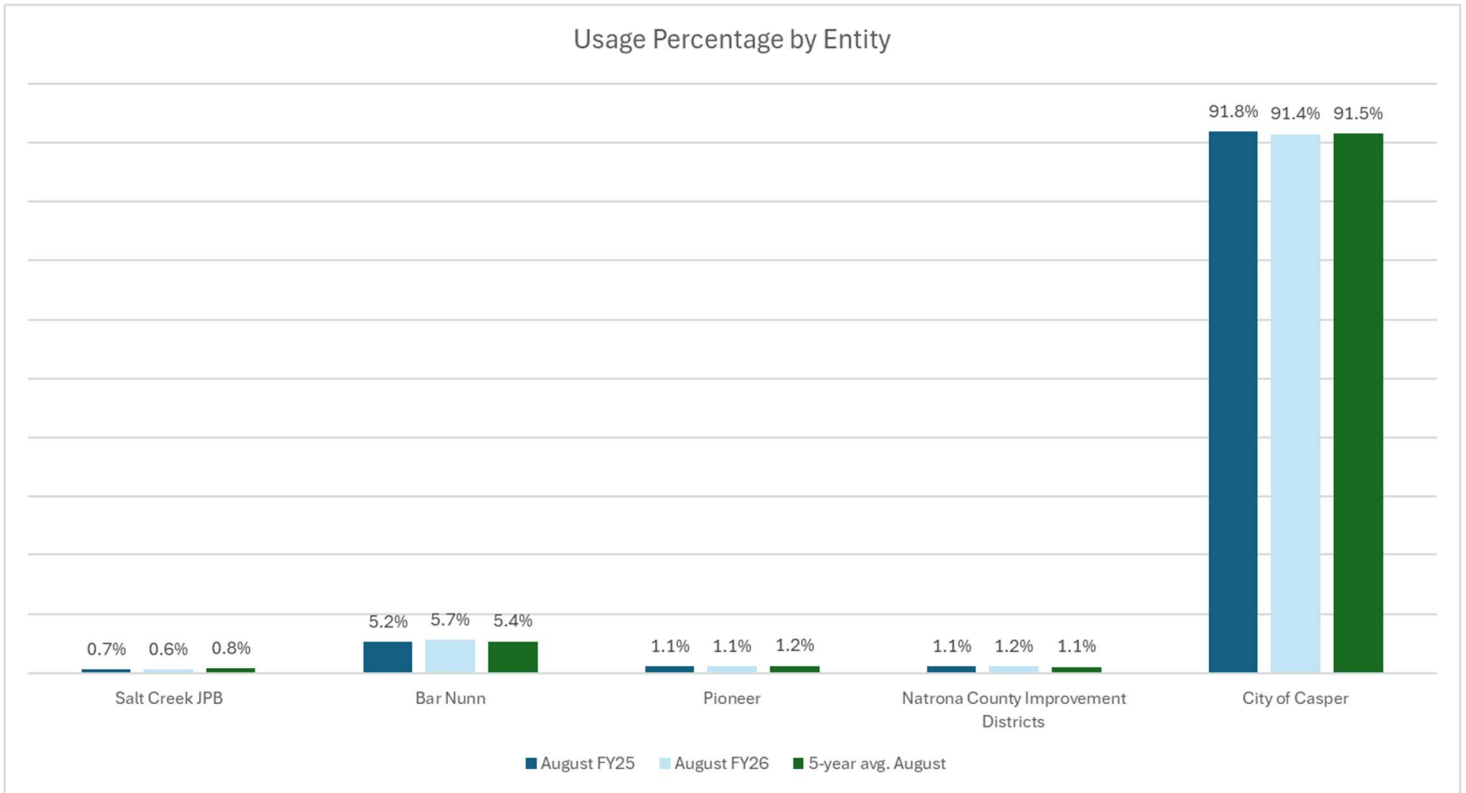
\_\_\_\_\_  
RWS Chairman

\_\_\_\_\_  
Date

## Production Reports August 2025



## Production Reports





**Central Wyoming Regional Water System**

Gallons Produced  
Water Rates Billed

Fiscal Year 2026

Entity	Gallons of Water Produced			Water Rates Billed		
	8/31/2025	7/31/2025	Year-to-Date	8/31/2025	7/31/2025	Year-to-Date
Salt Creek JPB	3,556,453.061	4,677,628.571	8,234,081.633	\$ 8,820.00	\$ 11,600.52	\$ 20,420.52
Bar Nunn	34,577,598.980	37,530,896.939	72,108,495.918	\$ 85,752.45	\$ 93,076.62	\$ 178,829.07
Pioneer	6,778,678.571	7,400,751.020	14,179,429.592	\$ 16,811.12	\$ 18,353.86	\$ 35,164.99
Poison Spider	2,493,061.224	2,969,897.959	5,462,959.184	\$ 6,182.79	\$ 7,365.35	\$ 13,548.14
33 Mile Road	1,552,551.020	1,889,795.918	3,442,346.939	\$ 3,850.33	\$ 4,686.69	\$ 8,537.02
Sandy Lake	1,583,862.245	2,116,900.000	3,700,762.245	\$ 3,927.98	\$ 5,249.91	\$ 9,177.89
Lakeview	963,133.673	1,054,713.265	2,017,846.939	\$ 2,388.57	\$ 2,615.69	\$ 5,004.26
Mile-Hi	603,427.551	845,475.510	1,448,903.061	\$ 1,496.50	\$ 2,096.78	\$ 3,593.28
City of Casper	556,426,835.673	612,153,940.816	1,168,580,776.490	\$ 1,379,938.55	\$ 1,518,141.77	\$ 2,898,080.33
Regional Water	0.000	0.000	0.000	\$ -	\$ (170.00)	\$ (170.00)
<b>TOTAL</b>	<b>608,535,602.000</b>	<b>670,640,000.000</b>	<b>1,279,175,602.000</b>	<b>\$1,509,168.29</b>	<b>\$1,663,017.20</b>	<b>\$3,172,185.49</b>

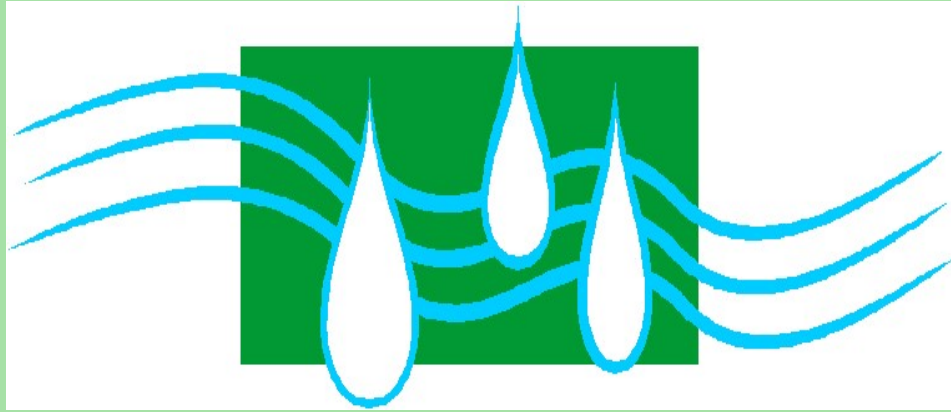
**TOTAL PRIOR YEAR (FY2025) GALLONS PRODUCED:**

**3,967,939,108.000**

**TOTAL PRIOR YEAR (FY2026) BILLING:**

**\$ 9,563,420.97**

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



Central Wyoming Regional Water System  
Joint Powers Board

Monthly Compilation

August 31, 2025

Prepared by:  
City of Casper  
Finance Department

# CENTRAL WYOMING REGIONAL WATER SYSTEM

## Balance Sheet Report for 2026 Period 2 (as of August 31,

Account Number	Description	Account Balance
<b>Consolidated Funds</b>		
<b>Assets</b>	<b>Total Assets</b>	<b>58,423,534</b>
1000	Cash	7,836,007
	Restricted Cash	1,000,000
1015	Cash (Retainage Outside Bank)	-
1200	Accounts Receivable	3,073,296
1230	Grants Receivable	67,913
1400	Inventory	623,456
1505	WGIF Investments	543,932
1521	WYO Star Investment - Allocation	2,264,285
1522	WYO Star 2 Investment - Allocation	3,199,253
1600	Prepaid Expense	38,245
1710	Land	580,874
1720	Buildings	47,471,792
1725	Accumulated Depreciation - Bld	(39,717,808)
1730	Improvements Other Than Bldgs	45,324,608
1735	AD Improve. Non Bldg	(16,300,262)
1740	Machinery & Equip - Light	2,058,557
1745	AD Machinery & Equip. - Light	(1,337,091)
1780	Construction In Progress	1,696,477
<b>Liabilities</b>	<b>Total Liabilities</b>	<b>(7,100,953)</b>
2010	Vouchers/Account Payable	(498,156)
2020	Retainage Payable	-
2030	Accrued Wages Payable	(63,553)
2040	Leaves Payable	(191,418)
2070	Interest Payable	(66,152)
2080	Notes Payable - Current	(765,453)
2510	Notes/Loans Payable - Non Cur	(5,516,220)
<b>Fund Balance</b>	<b>Total Fund Balance</b>	<b>(51,322,581)</b>
3000	Net Investment in Capital Assets	(33,495,473)
	Restricted (WWDC Reserve Requirement)	(1,000,000)
3010	Unrestricted Net Position	(16,827,108)
<b>Total Liabilities + Fund Balance</b>		<b>(58,423,534)</b>

# CENTRAL WYOMING REGIONAL WATER SYSTEM



## Comparative Income Statement

Second Month as of August 31, 2025

	2024	2025	2026
<b>Revenue</b>	<b>\$2,781,978</b>	<b>\$3,498,348</b>	<b>\$3,340,280</b>
4202 - Federal Grants	\$0	\$0	\$16,096
4501 - Interest Earned	\$42,600	\$68,514	\$95,353
4505 - Misc. Revenue	\$0	\$8,150	\$0
4601 - Water Utility Charges	\$2,655,633	\$3,383,554	\$3,165,649
4650 - System Development Charges	\$83,745	\$38,130	\$63,182
<b>Expense</b>	<b>\$439,699</b>	<b>\$481,710</b>	<b>\$783,395</b>
6212 - Legal Services	\$1,760	\$263	\$633
6213 - Investment Services	\$10	\$10	\$10
6214 - Consulting Services	\$20	\$80	\$20
6215 - Acctg/Audit Services	\$0	\$0	\$0
6255 - Other Contractual	\$0	\$0	\$0
6257 - Reimbursable Contract Exp.	\$160,645	\$334,781	\$702,816
6303 - Buildings	\$0	\$0	\$0
6305 - Improvements Other Than Bldgs	\$13,161	\$141,711	\$17,441
6307 - Intangibles	\$0	\$0	\$0
6311 - Light Equipment	\$0	\$0	\$62,475
6312 - Light Equipment - Replacement	\$0	\$0	\$0
6320 - Technology - Capital	\$0	\$4,865	\$0
6501 - Principal	\$261,802	\$0	\$0
6510 - Interest	\$2,301	\$0	\$0
6780 - Insurance/Bonds	\$0	\$0	\$0
<b>Net Income:</b>	<b>\$2,342,279</b>	<b>\$3,016,638</b>	<b>\$2,556,886</b>

## BUDGET COMPARISON

As of August 31, 2025

16.67% OF YEAR EXPIRED

### CWRWS FUND

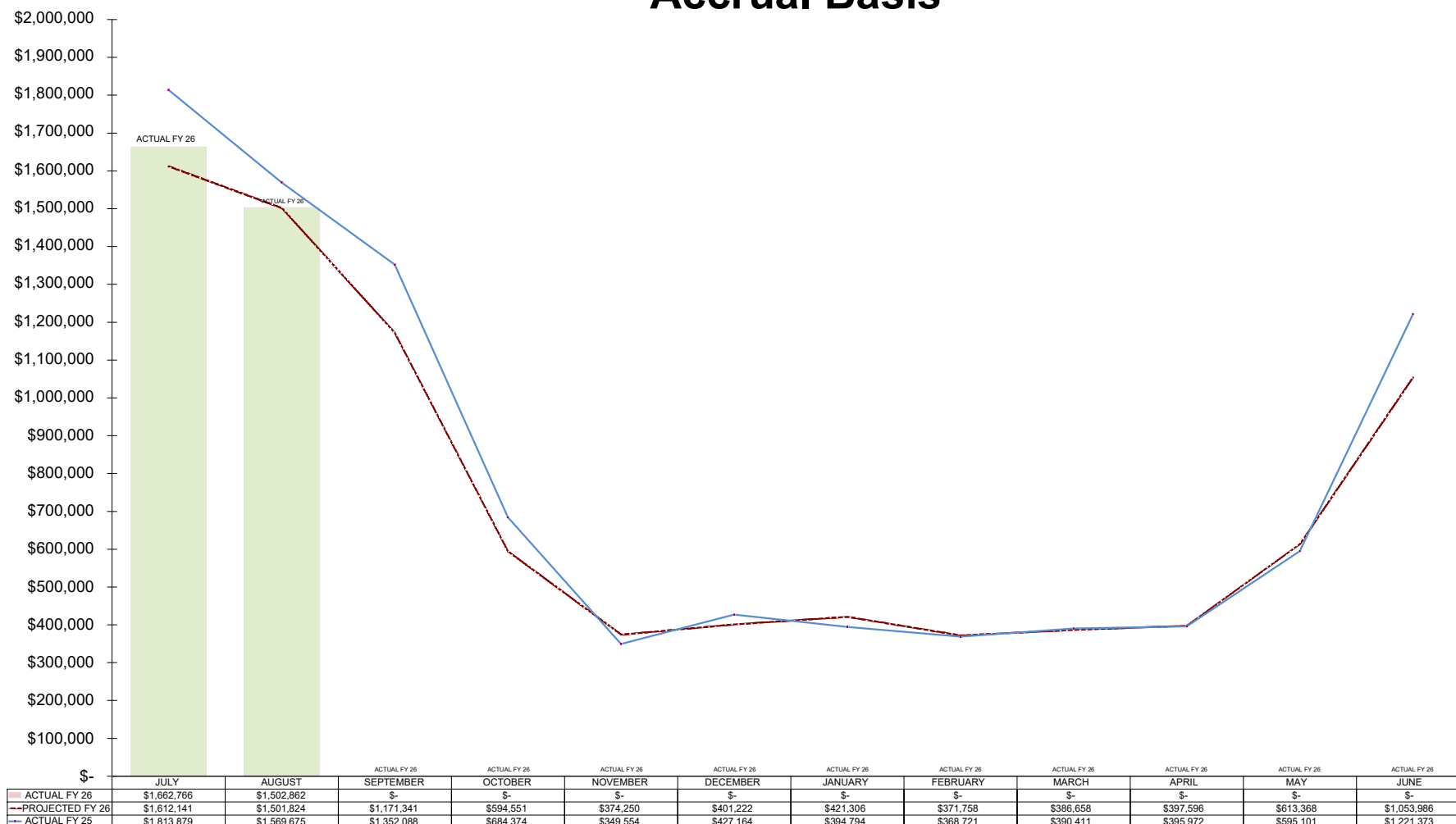
(FUND 300)

<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	-	-	-	(16,096)	16,096	#DIV/0!
4501	Interest Earned	(450,000)	-	(450,000)	(95,353)	(354,647)	21.19%
4505	Misc. Revenue	(100)	-	(100)	-	(100)	0.00%
4601	Water Utility Charges	(8,900,000)	-	(8,900,000)	(3,165,649)	(5,734,351)	35.57%
4650	System Development Charges	(250,000)	-	(250,000)	(63,182)	(186,818)	25.27%
	<b>TOTAL REVENUES</b>	<b>(9,600,100)</b>	<b>-</b>	<b>(9,600,100)</b>	<b>(3,340,280)</b>	<b>(6,259,820)</b>	<b>34.79%</b>

		<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	20,000	0	20,000	633.00	0	19,367	3.17%
6213	Investment Services	1,500	0	1,500	10.00	0	1,490	0.67%
6214	Consulting Services	105,000	0	105,000	20.00	0	104,980	0.02%
6215	Acctg/Audit Services	40,000	0	40,000	0.00	42,000	(2,000)	105.00%
6255	Other Contractual	65,000	0	65,000	0.00	143,638	(78,638)	220.98%
6257	Reimbursable Contract Exp.	5,130,269	0	5,130,269	702,816	0	4,427,454	13.70%
6303	Buildings - New	400,000	0	400,000	0.00	0	400,000	0.00%
6304	Improvements to Buildings	2,250,000	2,633,000	4,883,000	0.00	0	4,883,000	0.00%
6305	Improvements Other Than Bldgs	1,100,000	2,301,313	3,401,313	17,441.29	2,007,177	1,376,695	59.52%
6307	Intangibles - New	39,600	225,000	264,600	0.00	0	264,600	100.00%
6311	Light Equipment - New	80,000	0	80,000	62,475.00	0	17,525	78.09%
6320	Technology - Capital	75,000	0	75,000	0.00	0	75,000	0.00%
6321	Technology - Replacement	250,000	0	250,000	0.00	0	250,000	0.00%
6501	Principal	807,329	0	807,329	0.00	0	807,329	0.00%
6510	Interest	159,914	0	159,914	0.00	0	159,914	0.00%
6720	Travel/Training	2,000	0	2,000	0.00	0	2,000	0.00%
6745	Contribution Expense	0	0	0	0.00	0	-	0.00%
6780	Insurance/Bonds	147,000	0	147,000	0.00	0	147,000	0.00%
	<b>TOTAL EXPENDITURES</b>	<b>\$ 10,672,612</b>	<b>\$ 5,159,313</b>	<b>\$ 15,831,925</b>	<b>783,395</b>	<b>\$ 2,192,814</b>	<b>\$ 12,855,716</b>	<b>18.80%</b>

**TOTAL REVENUE OVER/(UNDER) EXPENSE** \$ (1,072,512) \$ (5,159,313) \$ (6,231,825) 2,556,886 \$ (2,192,814) \$ (6,595,896)

# Water Sales FY 2026 Versus Projection and Prior Year Accrual Basis



	ACTUAL FY 25	PROJECTED FY 26	ACTUAL FY 26
YTD TOTAL	\$ 3,383,554	\$ 3,113,965	\$ 3,165,628
YTD VARIANCE			\$ 51,663
		% Difference	In Dollars
CHANGE FROM FY25 PROJECTED TO FY26 ACTUAL-SAME MONTH		0.07%	\$1,038
CHANGE FROM FY25 PROJECTED TO FY26 ACTUAL-YEAR TO DATE		1.66%	\$51,663
CHANGE FROM FY25 ACTUAL TO FY26 ACTUAL-SAME MONTH		-4.26%	-\$66,813
CHANGE FROM FY25 ACTUAL TO FY26 ACTUAL-YEAR TO DATE		-6.44%	-\$217,926

**Resolution 25-02**

**A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2026**

**(Second Amendment to the Original Adopted Budget)**

**Be it Resolved by the Central Wyoming Regional Water System Joint Powers Board of Casper, Wyoming**

That the originally adopted fiscal year 2026 budget is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at that hearing:

	<b>FY26 Original Budget</b>	<b>Budget Amendment 1</b>	<b>Budget Amendment 2</b>	<b>Revised Budget As Amended</b>
<b>CWR System Agency Budget</b>	<b>\$1,072,512</b>	<b>\$6,231,825</b>	<b>\$6,231,825</b>	<b>\$6,231,825</b>
<b>Intergovernmental</b>	<b>\$0</b>			<b>\$0</b>
Federal Grants	\$0			\$0
				0
<b>Misc Revenue</b>	<b>(\$450,100)</b>			<b>(\$450,100)</b>
Interest Earned	(\$450,000)			(\$450,000)
Misc. Revenue	(\$100)			(\$100)
				0
<b>Utility Revenue</b>	<b>(\$9,150,000)</b>			<b>(\$9,150,000)</b>
Water Utility Charges	(\$8,900,000)			(\$8,900,000)
System Development Charges	(\$250,000)			(\$250,000)
				0
<b>Contractual Services</b>	<b>\$5,361,769</b>		<b>(\$150,000)</b>	<b>\$5,211,769</b>
Legal Services	\$20,000			\$20,000
Investment Services	\$1,500			\$1,500
Consulting Services	\$105,000			\$105,000
Acctg/Audit Services	\$40,000			\$40,000
Other Contractual	\$65,000			\$65,000
Reimbursable Contract Exp.	\$5,130,269		(\$150,000)	\$4,980,269
				0
<b>Capital Outlay</b>	<b>\$4,194,600</b>	<b>\$5,159,313</b>	<b>\$150,000</b>	<b>\$9,503,913</b>
Buildings	\$400,000			\$400,000
Improvements to Buildings	\$2,250,000	\$2,633,000		\$4,883,000
Improvements Other Than Bldgs	\$1,100,000	\$2,301,313	\$150,000	\$3,551,313
Intangibles	\$0	\$225,000		\$225,000
Light Equipment	\$80,000			\$80,000
Light Equipment - Replacement	\$0			\$0
Technology - Capital	\$75,000			\$75,000
Technology - Replacement	\$250,000			\$250,000
Fort Caspar Master Plan	\$39,600			\$39,600
				0
<b>Debt Service</b>	<b>\$967,243</b>			<b>\$967,243</b>
Principal	\$807,329			\$807,329
Interest	\$159,914			\$159,914
				0
<b>Other Costs</b>	<b>\$149,000</b>			<b>\$149,000</b>
Travel/Training	\$2,000			\$2,000
Contribution Expense	\$0			\$0
Insurance/Bonds	\$147,000			\$147,000

**Resolution 25-02: Passed, Approved, and Adopted this 19th day of August, 2025**

Approved to Form:

Attest:

Kenneth L. Waters  
Secretary

CWRWSJPB  
A Joint Powers Board

Paul Bertoglio  
Chairman

August 20, 2025

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

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

SUBJECT: That the JPB, by motion, authorize a Professional Services agreement with Summit Electric LLC, Casper, Wyoming, in the Amount of \$155,246.38 for the Purchase of Square D Motor Control Center.

**Meeting Type & Date**  
CWRWS JPB Meeting  
September 16, 2025

**Action Type**  
Approval

**Recommendation**  
That the JPB, by Resolution, authorize a Professional Services agreement with Summit Electric LLC, Casper, Wyoming, in the Amount of \$155,246.38 for the Purchase of Square D Motor Control Center.

**Summary**  
Existing Motor Control Center is old and is in need of replacement.

<b><u>Vendor</u></b>	<b><u>Amount</u></b>
Summit Electric	\$155,246.38
Automation Electronics	\$208,758.00
Energy Management Corp.	\$0.00 – Declined

**Financial Considerations**  
Funding for this purchase is included in the FY26 RWS Capital Budget, High Service Motor Control Panel.

**Oversight/Project Responsibility**  
Mike Day, Plant Maintenance Supervisor

**Attachments**  
MCC Estimates

MCC Estimates –  
Summit Electric  
Automation Electronics  
Energy Management Corp.

Page 1 of 1



RESOLUTION NO. 25-04

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH SUMMIT ELECTRIC LLC FOR THE PURCHASE AND REPLACEMENT OF MOTOR CONTROL CENTER.

WHEREAS, the Central Wyoming Regional Water System Joint Powers Board (CWRWS) authorizes the contract service agreement with Summit Electric.

NOW, THEREFORE, BE IT RESOLVED BY CENTRAL WYOMING REGIONAL WATER SYSTEM JPB OF CASPER, WYOMING: That the Chairman is hereby authorized and directed to execute, and the Secretary to attest, a Contract for Professional Services between Summit Electric LLC, and the Central Wyoming Regional Water System Joint Powers Board.

BE IT FURTHER RESOLVED: That the CWRWS is hereby authorized to make verified payment in terms of the Contract, in an amount not to exceed One Hundred Fifty-Five Thousand Two hundred and Forty-Six dollars and Thirty-Eight cents. (\$155,246.38)

PASSED, APPROVED, AND ADOPTED on this \_\_\_\_ day of \_\_\_\_\_, 2025.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST

CENTRAL WYOMING REGIONAL  
WATER SYSTEM JOINT POWERS  
BOARD

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

\_\_\_\_\_  
Paul Bertoglio.  
Chairman, CWRWS

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the following parties:

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

2. Summit Electric LLC, 490 Foster Rd., Casper Wyoming 82601. (“Consultant”).

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

### RECITALS

A. The Owner is undertaking a project to replace the High Service Motor Control Center at the Central Wyoming Regional Water System Water Treatment Plant located at 1500 South West Wyoming Boulevard in Casper, Wyoming 82604.

B. The project requires professional services for the replacement of the High Service Motor Control Center.

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

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

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

1. SCOPE OF SERVICES:

The Contractor shall perform the following services in connection with and respecting the project: High Service MCC replacement services outlined in Exhibit A, proposal from Summit Electric LLC dated 8/19/2025.

2. TIME OF PERFORMANCE:

The services of the Consultant are to commence upon written notice to proceed from the Owner. The services of the Contractor shall be undertaken and completed on or before the 31<sup>st</sup> day of March 2026.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a maximum of One Hundred Fifty-Five Thousand Two Hundred and Forty-Six Dollars and Thirty-Eight cents. (\$155,246.38)

4. METHOD OF PAYMENT:

Payment will be made following receipt of an itemized utilizing a schedule of values prepared by the Consultant and approved by water treatment plant staff for services rendered in conformance with the Contract and following approval by the CWRWS. Consultant shall submit an invoice for payment specifying that it has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

(High Service Motor Control Center- Summit Electric LLC)

APPROVED AS TO FORM:



ATTEST

CENTRAL WYOMING REGIONAL WATER  
SYSTEM JOINT POWERS BOARD

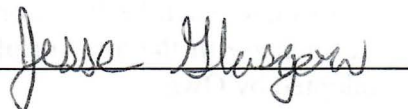
\_\_\_\_\_  
Ken Waters  
Secretary

\_\_\_\_\_  
Paul Bertoglio  
Chairman, CWRWS

WITNESS

CONSULTANT  
Summit Electric LLC,  
490 Foster Rd., Casper Wyoming 82601'

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

By: 

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

Printed Name: Jesse Glasgow

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

Title: owner

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

#### **1. TERMINATION OF CONTRACT:**

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

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

#### **2. CHANGES:**

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

#### **3. ASSIGNABILITY:**

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

#### **4. AUDIT:**

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONSULTANT:

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

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

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

State of Wyoming Department of Workforce Services  
Casper Workforce Center  
851 Werner Court, Suite 120  
Casper, WY 82601  
Phone #: 307 – 234 – 4591  
Fax #: 307 – 266 – 1238  
[www.Wyomingworkforce.org](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 subconsultants, agents, representatives, or employees.

*B. Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

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

*D. Other Insurance Provisions*

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

*1. Additional Insured Status*

The Owner, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form



of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

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

5. *Deductibles and Self-Insured Retentions*

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

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work*. However, Consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.

- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of *three (3)* years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

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

9. *Subconsultants*

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

10. *Special Risks or Circumstances*

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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