



## **A G E N D A**

Green River/Rock Springs/Sweetwater County Joint Powers Water Board

June 26, 2025

*Immediately following FY2026 Budget Public Hearing scheduled at 3:00 p.m.*

Meeting Conducted Via Remote Access and Teleconference

Teleconference Phone No. **844-854-2222**

Access Code: **791954**

1.	Call to Order	Chair
2.	Roll Call	Chair
3.	Approval of Agenda	Chair
4.	Approval of May 15, 2025 Regular Board Meeting Minutes	Chair
5.	Approval of April 2025 Financial Reports	Chair
6.	Presentation of May 2025 Water Sales and Usage Reports	Mr. Seppie
7.	Presentation and Consideration of Resolution 25-05, FY2026 Budget	Mr. Seppie
8.	Presentation and Consideration of Greenleaf Filter Rehabilitation Service Agreement-Filter Bank #3	Mr. Seppie
9.	Operation and/or Project Updates	Mr. Seppie
10.	Public Comments	Chair
11.	Good of the Order – Time set aside for Board Members to offer Comments or observations without formal motions.	Chair
12.	Executive Session – <i>if needed</i>	Chair

13.	Next Meeting	Chair
14.	Adjournment	Chair

Attachments:

1. May 15, 2025 Regular Board Meeting Minutes
2. April 2025 Financial Reports
3. May 2025 Water Sales and Usage Reports
4. Resolution 25-05, FY2026 Budget
5. Greenleaf Filter Rehabilitation Service Agreement-Filter Bank #3



## Meeting Minutes

**Meeting Date:** May 15, 2025

**Type of Meeting:** Regular Board Meeting

1. **Call to Order**

The Joint Powers Water Board meeting was held by remote computer access, teleconference, and in the conference room at the Water Treatment Plant. Chairman Young called the meeting to order at 3:00 p.m.

2. **Roll Call**

A quorum was present with Terry Leigh (SW Co), Aaron Reichl and Jason Palmer (GR), Robert Young and Richard Lee (RS) present. Ms. Sage Hilstad, Counsel for the Board, was in attendance. Staff attending were Bryan Seppie, General Manager, James Tardoni, Engineer, and Sara Richardson, Office Manager.

3. **Approval of Agenda**

*Mr. Palmer made a motion to approve the agenda. Mr. Lee seconded the motion. The motion was voted on and passed.*

4. **Interviews of "Short-Listed" Prospective Auditing Firms to perform FY2025 Financial Audit**

Mr. Seppie began by explaining the RFP process and how the top three prospective firms were chosen for interviews. There were six firms contacted and four that submitted proposals for the FY2025 Financial Audit. These three firms were invited to an interview with the Board, they were Jason Lund, Carver Florek & James, CPA's, Eric Andrews, Summit West CPA Group, and Micah Clinger, Clinger Hagerman, LLC. Each firm was given 10 minutes to tell the Board about their firm, and then Board and staff took 5 minutes to ask questions.

5. **Selection of Auditing Firm for FY2025 Financial Audit**

After the three firms gave their presentations and left the meeting, Mr. Seppie stated that one of the firms had used his wife as a reference and he wanted to make sure that it was known to the Board. Each Board member gave their opinion of the presentations. The Board felt that all the firms were qualified and would do a good job. There was discussion as to when would be a good time to get a new auditor as the current one has been doing it for 10 years.

The Board members then gave their preference of auditing firm. There were three votes for Summit West and two for Carver Florek & James.

*Mr. Lee made a motion to approve Summit West CPA Group for the FY2025 financial audit. Mr. Palmer seconded the motion. The motion was voted on and passed.*

6. **Approval of April 10, 2025 Board Meeting Minutes**  
*Mr. Leigh made a motion to approve the April 10, 2025 Board Meeting minutes. Mr. Lee seconded the motion. The motion was voted on and passed.*
7. **Approval of March 2025 Financial Reports**  
Mr. Seppie pointed out an error in the cash balances and stated that it was a data entry error that occurred in January 2025. Account number 10-037 indicates a balance of \$6775.90, however this is not an active account. The amount was also recorded in account number 10-039 where it was supposed to be. This error occurred several months ago and was included in previously approved Financial Reports. After talking to Mr. Varley, the Board's accountant, he recommended that the error be noted, brought to the Board's attention, and that it would be corrected in the April 2025 Financials.  
*Mr. Lee made a motion to approve the March 2025 financial reports with the noted explanation. Mr. Palmer seconded the motion. The motion was voted on and passed.*
8. **Presentation of April 2025 Water Sales and Usage Reports**  
Mr. Seppie stated that the revenue was very close to last year even though the usage was light. Green River has been running consistently for the past few months. Rock Springs usage was up, and Simplot has dropped down because of their maintenance outage. May is a wild card to forecast the usage. Currently we have had a bump with the weather warming up, but it forecasted to drop back down.
9. **Conflict of Interest Statement - Jason Palmer**  
Being absent from the last meeting, Mr. Palmer gave his conflict-of-interest statement. He stated that to the best of his knowledge he did not do any business at any of the listed financial entities, and he was not an officer or director of the institutions.
10. **Operational and/or Project Updates**  
Mr. Seppie began his updates with the Fontenelle Working Groups meeting that was held at the plant. They talked about how their projection from last fall turned out. The spring meeting is dedicated to the snowpack and the projected inflows into Fontenelle. The snowpack was average, but the low soil moisture means lower inflows. The lower basin below Flaming Gorge into Lake Powell is projected to be 70-80% of average.  
The second item, Mr. Seppie wanted to make the Board aware of concerns with the new vendors for the chemicals supply contracts. Polymer and Ferric Sulfate have had longer lead times to get the materials. The first load of Ferric Sulfate had a certificate of analysis that was incomplete. The operators field tested the load to determine its acceptability. The second load's certificate of analysis was also incomplete, but the same field test indicated that it was unacceptable, thus the load was rejected. Staff have had several conversations with the supplier to get this resolved. The specifications are based on AWWA standards, and the supplier is working to resolve the issue.

For the Crossroads Pumpstation Project, there is a planned public meeting on May 21, 2025 at Rock Springs City Hall regarding the DWSRF loan for the project. Lastly, when planning for the next meeting, the budget publication and hearing must be considered. The Board's budget workshop must be early in June to allow for advertising of the Budget Summary and for the Budget Public Hearing.

11. **Public Comments**

None

12. **Good of the Order**

Chairman Young addressed Mr. Reichl saying he appreciated the prospective of a fresh set of eyes regarding the auditors and he also appreciated everyone's input on the Board.

13. **Executive Session**

None needed

14. **Next Meeting**

There will be a Budget Workshop on June 10, 2025 at 3:00 p.m. On June 26, 2025 at 3:00 p.m. there will be a Public Hearing for the FY2026 Budget, the Regular Board meeting will begin after.

15. **Adjournment**

*There being no further business, Mr. Palmer made a motion to adjourn the meeting at 4:51 pm. Mr. Lee seconded the motion. The motion was voted on and passed.*

Approved

Approved

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Board Member

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Board Member

**Joint Powers Water Board**  
**Revenues & Expenditures Budget vs. Actual**  
July 2024 through April 2025

	Apr 25	Jul '24 - Apr 25	Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>4100 · Water Sales</b>				
4110 · Water Sales - Simplot	135,492.40	1,294,797.08	1,450,394.00	89.27%
4120 · Water Sales - Rock Spring	165,179.91	3,133,414.95	3,631,067.00	86.3%
4122 · Water Sales - White Mountain	8,554.90	135,678.10	161,175.00	84.18%
4124 · Water Sales - Ten Mile	1,658.44	43,113.52	44,499.00	96.89%
4126 · Water Sales - Clearview	5,110.70	50,464.72	63,229.00	79.81%
4130 · Water Sales - Green River	41,580.34	1,239,753.39	1,440,088.00	86.09%
4132 · Water Sales - Jamestown	2,573.47	52,998.17	58,929.00	89.94%
<b>Total 4100 · Water Sales</b>	<b>360,150.16</b>	<b>5,950,219.93</b>	<b>6,849,381.00</b>	<b>86.87%</b>
<b>4200 · Int Inc</b>				
4265 · Int Income Uinta Bank	24,552.47	221,960.79	265,000.00	83.76%
4275 · Int Income RSNB	6,497.45	96,658.01	110,000.00	87.87%
4289 · Int Income Commerce Bank C/D	3,701.96	37,334.64	35,000.00	106.67%
4294 · Investment Income - Multi-Bank	3,750.01	58,340.86	59,000.00	98.88%
<b>Total 4200 · Int Inc</b>	<b>38,501.89</b>	<b>414,294.30</b>	<b>469,000.00</b>	<b>88.34%</b>
<b>4400 · Other Income</b>				
4420 · Miscellaneous Income	0.00	3,119.09	0.00	100.0%
4435 · SRF #029	0.00	62,530.49	64,147.00	97.48%
4455 · Crossroads RS & WWDC Reimburse	0.00	139,250.53	2,000,000.00	6.96%
4485 · 2007 SLIB Loan R/S #066	0.00	74,876.37	74,876.00	100.0%
4495 · Simplot Surcharge Revenue	0.00	139,939.14	131,882.00	106.11%
<b>Total 4400 · Other Income</b>	<b>0.00</b>	<b>419,715.62</b>	<b>2,270,905.00</b>	<b>18.48%</b>
<b>4500 · Non-Operating Income</b>				
4530 · Transfer From WTP Cap Res	0.00	109,498.58	370,000.00	29.59%
4531 · Transfer from Depreciation Res	0.00	120,618.13	1,788,000.00	6.75%
4535 · Transfer from Debt Reserve	0.00	1,622,124.27	1,661,462.00	97.63%
4540 · Transfer From Amelioration Fund	0.00	0.00	308,261.00	0.0%
<b>Total 4500 · Non-Operating Income</b>	<b>0.00</b>	<b>1,852,240.98</b>	<b>4,127,723.00</b>	<b>44.87%</b>
<b>Total Income</b>	<b>398,652.05</b>	<b>8,636,470.83</b>	<b>13,717,009.00</b>	<b>62.96%</b>
<b>Gross Profit</b>	<b>398,652.05</b>	<b>8,636,470.83</b>	<b>13,717,009.00</b>	<b>62.96%</b>
<b>Expense</b>				
<b>5100 · Payroll, Taxes &amp; Benefits</b>				
5110 · Salaries & Wages - Regular	91,745.86	1,029,963.02	1,365,615.00	75.42%
5115 · Salaries & Wages - Overtime	0.00	2,599.58	8,500.00	30.58%
5116 · Salaries & Wages - On Call	0.00	0.00	1,000.00	0.0%
5117 · Sal. & Wages - Shift Diff.	436.00	4,829.01	9,000.00	53.66%
5119 · Sal. & Wages - Hol. Worked	0.00	13,030.08	15,000.00	86.87%
5120 · Social Security/Medicare	7,026.78	80,469.84	104,469.00	77.03%
5125 · Workers Comp.	2,354.93	9,168.52	15,245.00	60.14%
5131 · Employee Clothing Allowance	0.00	3,850.00	4,550.00	84.62%
5135 · Wyoming Retirement	17,164.25	195,445.76	254,277.00	76.86%
5137 · 457 Board Contributions	270.00	3,030.00	4,030.00	75.19%
5140 · Employee Health Insurance	31,543.10	253,437.12	394,656.00	64.22%
5141 · HSA Contributions	8,558.32	84,332.79	112,050.00	75.26%
5199 · Final Payout	0.00	1,380.00	15,000.00	9.2%
<b>Total 5100 · Payroll, Taxes &amp; Benefits</b>	<b>159,099.24</b>	<b>1,681,535.72</b>	<b>2,303,392.00</b>	<b>73.0%</b>
<b>6001 · O &amp; M Expenses</b>				
6025 · Debt Reserve	47,916.67	479,166.70	575,000.00	83.33%
6100 · Travel/Training-Staff	0.00	3,752.54	7,000.00	53.61%
6101 · Travel/Training Operators	0.00	2,285.56	5,000.00	45.71%
6102 · Travel/Training-Board	0.00	3,219.87	5,000.00	64.4%
6104 · Board Related Expense	0.00	331.50	500.00	66.3%
6105 · Community Affairs	0.00	627.73	1,000.00	62.77%
6106 · Drought Cont/Augmentation	0.00	0.00	5,000.00	0.0%
6107 · Water Resource Planning	0.00	2,950.00	15,000.00	19.67%
6110 · Dues/Subscriptions	600.00	2,014.20	5,000.00	40.28%

**Joint Powers Water Board**  
**Revenues & Expenditures Budget vs. Actual**  
July 2024 through April 2025

	<b>Apr 25</b>	<b>Jul '24 - Apr 25</b>	<b>Budget</b>	<b>% of Budget</b>
6112 · Professional Licensing Fees	0.00	345.00	250.00	138.0%
6113 · Meeting Lunches/Long Shift Meal	0.00	47.17	250.00	18.87%
6114 · Coffee/Water/Pop/Cups	0.00	262.92	500.00	52.58%
6115 · Postage/Shipping	13.05	2,149.82	4,500.00	47.77%
6116 · Cleaning/Janitorial Supplies	17.49	844.66	1,500.00	56.31%
6117 · Office Supplies	5.10	1,351.44	3,000.00	45.05%
6118 · Software	8,135.29	14,495.93	15,000.00	96.64%
6119 · Office Equipment	119.98	25,993.76	12,500.00	207.95%
6120 · Notices/Advertisements	63.00	807.20	2,500.00	32.29%
6125 · Telephone/Internet	887.26	8,968.79	13,000.00	68.99%
6130 · Janitorial/Garbage	1,047.14	9,238.52	12,000.00	76.99%
6135 · Bank Service Fees	20.00	220.00	500.00	44.0%
6136 · Investment Expenses	0.00	0.00	500.00	0.0%
6137 · Legal Fees	2,200.00	14,085.00	30,000.00	46.95%
6138 · Lease and Easements	0.00	0.00	500.00	0.0%
6140 · Other Professional Fees	795.00	45,675.00	55,000.00	83.05%
6141 · Design and Assessment Services	0.00	12,201.60	50,000.00	24.4%
6142 · SCADA Non Capitalized Equipment	0.00	3,364.22	25,000.00	13.46%
6143 · SCADA Integration and Support	0.00	65,279.52	50,000.00	130.56%
6145 · Insurance (D&O/Liab)	0.00	155,989.08	148,000.00	105.4%
6151 · Books and Reference Materials	0.00	0.00	500.00	0.0%
6152 · Supplies Mech/Elec/HVAC	4,236.85	16,751.38	25,000.00	67.01%
6153 · Supplies - Lab and Testing	1,526.74	4,578.66	8,500.00	53.87%
6154 · Supplies-Grounds/Reservoir	0.00	1,642.95	12,500.00	13.14%
6156 · Tools/Small Equipment	160.52	4,704.04	15,000.00	31.36%
6158 · Vehicle Costs/Fuel	629.48	15,073.26	25,000.00	60.29%
6159 · Rental Equipment	208.00	3,155.47	10,000.00	31.56%
6161 · Rehabilitation - Old Plant Site	0.00	0.00	5,000.00	0.0%
6162 · Site Maintenance	46.93	30,708.24	20,000.00	153.54%
6163 · Building Maintenance	1,159.53	25,489.58	40,000.00	63.72%
6164 · Process Maintenance	0.00	107,289.06	135,000.00	79.47%
6165 · Ponds & Tanks	0.00	2,842.88	20,000.00	14.21%
6168 · Outside Maintenance Contracts	34,913.38	115,449.63	155,000.00	74.48%
6170 · Electricity	64,366.34	883,804.18	1,030,000.00	85.81%
6172 · Gas (Heat)	10,063.42	71,986.66	143,000.00	50.34%
6173 · Garbage Collection	214.28	2,312.92	2,750.00	84.11%
6175 · Cathodic Protection Maintenance	0.00	0.00	15,000.00	0.0%
6177 · Water Testing	659.32	13,962.05	17,000.00	82.13%
6180 · Dedicated Fiber Lines	477.32	4,773.20	6,000.00	79.55%
6190 · Chemicals-Liquid Oxygen	20,208.80	263,689.64	393,000.00	67.1%
6192 · Chemicals-Other	0.00	0.00	3,500.00	0.0%
6193 · Chemicals - Ferric Sulfate	0.00	136,506.91	156,000.00	87.5%
6194 · Chemicals - Chlorine	0.00	45,195.00	58,500.00	77.26%
6195 · Chemicals - Polymer	0.00	43,740.90	67,000.00	65.29%
6197 · Employee Safety/Clothing	563.55	3,710.07	5,000.00	74.2%
6198 · Depreciation Reserve	72,916.67	729,166.70	875,000.00	83.33%
6198A · WTP Cap Imp Reserve (ML Assets)	35,416.67	354,166.70	425,000.00	83.33%
6198B · GAC & Caustic Reserve	4,166.67	41,666.70	50,000.00	83.33%
6198C · Trsfr Simplot Surcharge to RS C	0.00	139,939.14	131,882.00	106.11%
6198D · Water Resource Reserve	21,833.33	218,333.30	262,000.00	83.33%
6198E · Amelioration Reserve	25,000.00	250,000.00	300,000.00	83.33%
<b>Total 6001 · O &amp; M Expenses</b>	<b>360,587.78</b>	<b>4,386,306.95</b>	<b>5,455,132.00</b>	<b>80.41%</b>
6560 · Payroll Expenses	0.00	0.00	0.00	0.0%
8100 · Debt Service				
8161 · DWSRF #044	0.00	1,243,605.70	1,282,943.00	96.93%
8162 · DWSRF #068	0.00	25,658.85	25,659.00	100.0%
8163 · DWSRF #136	0.00	352,859.72	352,860.00	100.0%
8165 · DWSRF # 029 RS	0.00	62,530.49	64,147.00	97.48%

**Joint Powers Water Board**  
**Revenues & Expenditures Budget vs. Actual**  
July 2024 through April 2025

	<b>Apr 25</b>	<b>Jul '24 - Apr 25</b>	<b>Budget</b>	<b>% of Budget</b>
8167 · SRF #66 Rock Springs	0.00	74,876.37	74,876.00	100.0%
Total 8100 · Debt Service	0.00	1,759,531.13	1,800,485.00	97.73%
9100 · Capital Improvements				
9100a · Mid-lived - WTP Capital Fund				
09-24-3 · M.L. Bldg/Heat/Mech Impro	0.00	5,977.87	0.00	100.0%
9-25-1 · ML Process Equip Replacement 25	0.00	103,520.71	165,000.00	62.74%
9-25-2 · ML Pumping/Storage 25	0.00	0.00	25,000.00	0.0%
9-25-3 · ML Bldg/Heating/Mech 25	0.00	0.00	145,000.00	0.0%
9-25-4 · ML Site/Grounds Impr 25	0.00	0.00	35,000.00	0.0%
Total 9100a · Mid-lived - WTP Capital Fund	0.00	109,498.58	370,000.00	29.59%
9100b · Long-lived Assets - Dep Fund				
9-25-12 · LL Pump/Store/Dist Imp 25	0.00	120,618.13	238,000.00	50.68%
9-25-14 · LL Old Water Plant Site 25	0.00	0.00	1,500,000.00	0.0%
9-25-15 · LL Analysis/Studies/Reports 25	0.00	0.00	50,000.00	0.0%
Total 9100b · Long-lived Assets - Dep Fund	0.00	120,618.13	1,788,000.00	6.75%
Total 9100 · Capital Improvements	0.00	230,116.71	2,158,000.00	10.66%
9111 · Crossroads PS	27,867.50	166,675.85	2,000,000.00	8.33%
Total Expense	547,554.52	8,224,166.36	13,717,009.00	59.96%
Net Ordinary Income	-148,902.47	412,304.47	0.00	100.0%
Other Income/Expense				
Other Income				
9500 · Unrealized gain(loss) on Invest	1,776.58	29,287.27	0.00	100.0%
Total Other Income	1,776.58	29,287.27	0.00	100.0%
Net Other Income	1,776.58	29,287.27	0.00	100.0%
Revenues over (under) expenditures	-147,125.89	441,591.74	0.00	100.0%



**Joint Powers Water Board****Cash Balances**

As of April 30, 2025

**Apr 30, 25****Checking/Savings****10-000 · General Funds**

10-039 · RSNB Gen Funds	2,169,711.77
10-049 · Commerce Bank Money Market	1,505,053.46
10-053 · Uinta Bank CD	1,103,143.63
10-062 · Uinta Bank CD	1,186,434.35
10-063 · Uinta Bank CD	539,156.14
10-067 · Uinta Bank CD	1,090,487.25
10-068 · Uinta Bank CD	1,087,450.16
10-070 · Commerce Bank CD	1,091,259.00
10-080 · Multi-Bank Investments-at marke	1,996,153.95
10-099 · **** Allocated to Other Funds	-7,332,875.34

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**Total 10-000 · General Funds** 4,435,974.37**10-300 · Cap Imp WTP - Total**

10-303 · **** Cap Imp WTP	1,177,671.69
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**Total 10-300 · Cap Imp WTP - Total** 1,177,671.69**10-400 · WWDC Capital Impr**

10-064 · Uinta Bank CD WWDC	1,074,768.92
10-407 · Uinta - MM - WWDC	11,308.52
10-410 · **** WWDC Cap Imp	77,909.75

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**Total 10-400 · WWDC Capital Impr** 1,163,987.19**10-425 · \*\*\*\* GAC/Caustic Reserve** 779,229.62**10-430 · \*\*\*\* Unemployment Reserve** 110,400.08**10-435 · \*\*\*\* Water Resource Reserve** 318,333.26**10-450 · Depreciation Reserve**

10-455 · **** Depreciation Reserve	3,300,888.47
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**Total 10-450 · Depreciation Reserve** 3,300,888.47**10-600 · Amelioration Fund - Total**

10-605 · **** Amelioration Fund	1,103,261.11
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**Total 10-600 · Amelioration Fund - Total** 1,103,261.11**10-700 · \*\*\*\* Debt Funds - Total** 465,181.36**10-900 · Misc**

10-911 · Rock Springs Cap Imp	187,647.86
10-911A · Uinta Bank CD RS Cap Imp	1,385,326.81
10-921 · Green River Cap Imp	16,259.04
10-921A · Uinta Bank GR Cap Imp CD	140,089.23

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**Total 10-900 · Misc** 1,729,322.94

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**Total Checking/Savings** 14,584,250.09

**Joint Powers Water Board**  
**Transactions by Account**  
As of April 30, 2025

Type	Date	Num	Name	Memo	Paid Amount
<b>10-039 - RSNB Gen Funds</b>					
Check	04/04/2025	14354	Aflac	March 2025 Withholdings	-466.72
Check	04/04/2025	14355	Wyoming Retirement System	March 2025 Contributions	-16,609.68
Void Check		164356	Aflac	Void Printed 2 times	0.00
Check	04/04/2025	14357	Ace Hardware	Bldg, Tools/Sm Equip, Maint Supplies	-337.21
Check	04/04/2025	14358	Air Products & Chemicals Inc.	Liquid Oxygen & Tank Rental	-14,899.97
Check	04/04/2025	14359	Bomgaars	Maintenance Supplies	-533.02
Check	04/04/2025	14360	Castle Cleaning Company	March 2025 Janitorial	-650.00
Check	04/04/2025	14361	Century Link - Bus Svcs	Phone	-34.60
Check	04/04/2025	14362	Green River Star	Ads/Notices	-63.00
Check	04/04/2025	14363	Hach Company	Lab Supplies	-1,526.74
Check	04/04/2025	14364	MARC	Safety Supplies	-303.55
Check	04/04/2025	14365	Otis Elevator	OS Contract Maintenance	-1,731.36
Check	04/04/2025	14366	Pacific Steel & Recycling	Bldg Maintenance	-43.24
Check	04/04/2025	14367	RingCentral Inc.	Phones	-394.65
Check	04/04/2025	14368	Rocky Mountain Power	March 2025 Electricity	-64,366.34
Check	04/04/2025	14369	Sage Hilstad Law, PC	March 2025 Legal Service	-2,200.00
Check	04/04/2025	14370	Sherwin-Williams Co	Bldg Maintenance	-51.91
Check	04/04/2025	14371	Sunrise Engineering	CRPS	-1,545.50
Check	04/04/2025	14372	US Bank	March 2025 CC	-3,772.61
Check	04/04/2025	14373	White Mountain Lumber	Bldg Maintenance	-54.28
Check	04/04/2025	14374	Wyoming Waste Services	Garbage Pickup	-214.28
Check	04/04/2025	14375	Wyoming Water Association	2025 Membership Dues	-600.00
Check	04/10/2025	DD2911	Maintenance		-2,711.48
Check	04/10/2025	DD2912	Operator		-2,430.11
Check	04/10/2025	DD2913	Operator		-1,960.15
Check	04/10/2025	DD2914	Manager		-2,999.35
Check	04/10/2025	DD2915	Operator		-2,234.63
Check	04/10/2025	DD2916	Operator		-1,729.43
Check	04/10/2025	DD2917	Manager		-1,469.32
Check	04/10/2025	DD2918	Operator		-2,823.59

**Joint Powers Water Board**  
**Transactions by Account**  
**As of April 30, 2025**

Check	04/10/2025	DD2919	Operator		-2,797.90
Check	04/10/2025	DD2920	Manager		-4,275.15
Check	04/10/2025	DD2921	Manager		-3,545.98
Check	04/10/2025	DD2922	Operator		-1,974.17
Check	04/10/2025	DD2923	Operator		-2,035.20
Check	04/10/2025	eft	Credit Union	Withholdings	-410.00
Check	04/10/2025	eft	HSABank	April 2025 Contributions	-8,449.99
Check	04/10/2025	eft	United States Treasury	83-0284899	-11,011.22
Check	04/10/2025	14376	Great West Trust Company LLC	457 Contributions	-3,720.00
Check	04/10/2025	14377	NCPERS	April 2025 Life Ins Withholdings	-64.00
Deposit	04/11/2025	72429	Simplot Phosphates LLC		135,492.40
Deposit	04/14/2025	15884	Jamestown-Rio Vista Water		2,573.47
Deposit	04/14/2025	14707	White Mountain Water & Sewer District		8,554.90
Deposit	04/14/2025	3879	Ten Mile Sewer & Water District		1,658.44
Deposit	04/17/2025	84203	City of Rock Springs		165,179.91
Check	04/18/2025	14378	Ace Hardware	Bldg, Site & Maintenance Supplies	-597.73
Check	04/18/2025	14379	Air Products & Chemicals Inc.	Liquid Oxygen	-5,308.83
Check	04/18/2025	14380	Airgas USA, LLC	Maintenance Supplies	-308.15
Check	04/18/2025	14381	Blue Cross Blue Shield of Wyoming	May2025 Health Ins Premiums	-31,490.27
Check	04/18/2025	14382	Bomgaars	Bldg Maintenance	-128.89
Check	04/18/2025	14383	Carahsoft Technology	Annual Subscription	-6,381.00
Check	04/18/2025	14384	Century Link - Bus Svcs	Fiber Optics	-477.32
Check	04/18/2025	14385	CenturyLink	Phone	-105.30
Check	04/18/2025	14386	Dearborn Life Insurance Co	May 2025 Life Ins Premiums	-52.83
Check	04/18/2025	14387	Enbridge Gas	March 2025 Gas Heat	-10,063.42
Check	04/18/2025	14388	Hach Company	2025 Contract Maintenance	-27,230.80
Check	04/18/2025	14389	Kimball Midwest	Maintenance Supplies (2)	-2,699.57
Check	04/18/2025	14390	Linde Gas & Equipment Inc	Maintenance Supplies	-134.03
Check	04/18/2025	14391	Pedri Investments, LLC	Amended Easement Crossroads PS	-20,000.00
Check	04/18/2025	14392	SGS North America, Inc	Water Testing (4)	-563.70
Check	04/18/2025	14393	Summit Accounting Services PC	March 2025 Accountant Services	-795.00
Check	04/18/2025	14394	Sweetwater Technology Services Inc	SW & OS Contract Services	-6,186.56
Check	04/18/2025	14395	United Rentals	Equipment Rental Concrete Grinder	-208.00

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05/29/25  
Cash Basis

# Joint Powers Water Board Transactions by Account

As of April 30, 2025

Check	04/18/2025 14396	Verizon Wireless	Cell Phones	-352.71
Deposit	04/21/2025 372606	City of Green River/Cust		41,580.34
Deposit	04/21/2025 1458	Clearview Improvement & Service District		5,110.70
Check	04/24/2025 DD2924	Maintenance		-2,711.49
Check	04/24/2025 DD2925	Operator		-2,459.34
Check	04/24/2025 DD2926	Operator		-1,985.71
Check	04/24/2025 DD2927	Manager		-3,015.35
Check	04/24/2025 DD2928	Operator		-1,612.43
Check	04/24/2025 DD2929	Operator		-2,221.37
Check	04/24/2025 DD2930	Operator		-1,783.83
Check	04/24/2025 DD2931	Manager		-1,665.33
Check	04/24/2025 DD2932	Operator		-2,775.57
Check	04/24/2025 DD2933	Operator		-2,797.90
Check	04/24/2025 DD2934	Manager		-4,291.14
Check	04/24/2025 DD2935	Manager		-3,546.00
Check	04/24/2025 DD2936	Operator		-1,982.08
Check	04/24/2025 DD2937	Operator		-2,052.36
Check	04/24/2025 eft	Credit Union	Withholdings	-410.00
Check	04/24/2025 eft	HSABank	Contribution	-358.33
Check	04/24/2025 eft	United States Treasury	83-0284899	-11,480.34
Check	04/24/2025 14397	Great West Trust Company LLC	457 Contributions	-3,780.00
Check	04/28/2025 14398	Wyo Dept of Workforce Services	QT1/25 Workers Comp	-2,354.93
Check	04/28/2025 14399	Aflac	April 2025 Withholdings	-466.72
Check	04/28/2025 14400	Wyoming Retirement System	April 2025 Contributions	-17,164.25
Check	04/28/2025 14401	Sunrise Engineering	CRPS	-6,322.00
General Journal	04/30/2025 2015.181	MultiBank Deposit		4,510.45
Check	04/30/2025		Service Charge	-20.00
Deposit	04/30/2025		Interest	6,497.45
Total 10-039 · 20-1105-8 R/S Nat'l Gen Funds				13,777.15
<b>10-049 · Commerce Bank Money Market</b>				
Deposit	04/30/2025		Interest	3,701.96
Total 10-049 · Commerce Bank Money Market				3,701.96

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05/29/25  
Cash Basis

Joint Powers Water Board  
Transactions by Account  
As of April 30, 2025

<b>10-067 · Uinta Bank CD 2738</b>			
Deposit	04/30/2025	Interest	11,783.00
Total 10-067 · Uinta Bank CD 2738			11,783.00
<b>10-068 · Uinta Bank CD 2737</b>			
Deposit	04/30/2025	Interest	12,746.28
Total 10-068 · Uinta Bank CD 2737			12,746.28
<b>10-080 · Multi-Bank Investments-at marke</b>			
General Journal	04/30/2025 2015.181 To RSNB Gen Fund		-4,510.45
General Journal	04/30/2025 2015.181		3,750.01
General Journal	04/30/2025 2015.181		1,776.58
Total 10-080 · Multi-Bank Investments-at marke			1,016.14
<b>10-099 · **** Allocated to Other Funds</b>			
General Journal	04/30/2025 2015.182	Record fund transfers per budget	-207,250.01
Total 10-000 · Ger Total 10-099 · **** Allocated to Other Funds			-207,250.01
			-164,225.48
<b>TOTAL</b>			<b>-164,225.48</b>

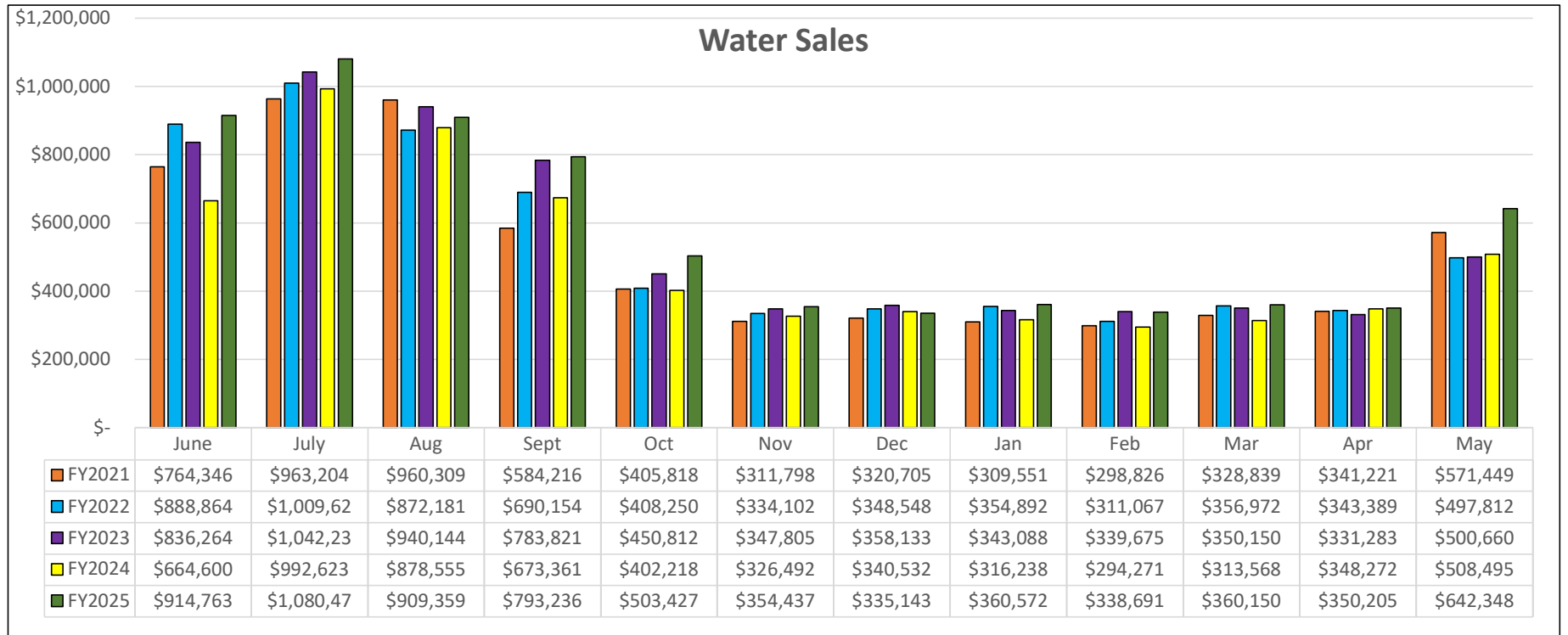
# Joint Powers Water Board US Bank Card Charges

April 2025  
Apr 25

Ordinary Income/Expense

Expense

6001 · O & M Expenses	
6115 · Postage/Shipping	13.05
6116 · Cleaning/Janitorial Supplies	17.49
6117 · Office Supplies	5.10
6118 · Software	1,518.95
6119 · Office Equipment	119.98
6130 · Janitorial/Garbage	397.14
6152 · Supplies Mech/Elec/HVAC	450.15
6156 · Tools/Small Equipment	45.54
6158 · Vehicle Costs/Fuel	629.48
6163 · Building Maintenance	220.11
6177 · Water Testing	95.62
6197 · Employee Safety/Clothing	260.00
Total 6001 · O & M Expenses	<u>3,772.61</u>
Total Expense	3,772.61



	2019-2020												
MG	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Total
Rock Springs	301.893	290.598	195.583	96.264	85.043	89.037	91.676	86.425	87.348	96.773	221.449	255.337	1,897.426
Green River	158.791	153.008	109.649	39.694	33.236	31.337	36.014	34.746	32.855	39.639	124.03	123.911	916.910
Districts	24.241	23.216	17.921	10.116	9.436	8.752	9.571	9.476	10.588	11.714	22.133	21.294	178.458
Simplot	62.389	63.199	64.319	53.691	56.209	57.197	56.136	48.239	59.345	57.074	56.657	53.388	687.843
Total	547.314	530.021	387.472	199.765	183.924	186.323	193.397	178.886	190.136	205.2	424.269	453.93	3,680.637
	2020-2021												
MG	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Total
Rock Springs	314.545	315.705	192.766	119.760	85.174	86.087	83.492	78.236	93.449	93.172	172.316	294.149	1928.851
Green River	160.928	161.624	77.592	43.682	27.249	29.296	30.812	26.518	28.601	34.94	96.833	147.965	866.04
Districts	28.596	29.853	18.461	11.663	8.099	8.023	8.301	7.699	7.998	8.782	14.838	23.608	175.921
Simplot	60.03	55.497	50.749	59.219	58.513	60.871	55.615	59.185	58.710	59.775	50.57	54.302	683.036
Total	564.099	562.679	339.568	234.324	179.035	184.277	178.220	171.638	188.758	196.669	334.557	520.024	3653.848
	2021-2022												
MG	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Total
Rock Springs	307.484	251.950	202.253	105.622	86.314	86.984	89.962	80.090	90.068	92.687	152.594	260.608	1806.616
Green River	159.391	140.047	99.417	37.470	26.508	27.991	28.630	25.687	27.666	27.522	66.486	120.974	787.789
Districts	25.108	21.203	16.694	10.089	7.571	8.321	8.721	8.054	9.250	8.599	13.384	19.914	156.908
Simplot	64.031	67.441	60.461	68.116	60.151	65.085	64.514	54.401	65.859	56.817	40.114	57.565	724.555
Total	556.014	480.641	378.825	221.297	180.544	188.381	191.827	168.232	192.843	185.625	272.578	459.061	3475.868
	2022-2023												
MG	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Total
Rock Springs	304.222	276.446	228.159	118.485	81.145	91.302	84.065	87.516	94.315	84.277	136.408	181.565	1767.905
Green River	154.028	133.057	101.885	39.774	27.033	24.454	23.568	26.869	28.060	27.748	67.982	98.418	752.876
Districts	25.76	25.960	18.855	11.584	8.383	8.703	9.504	8.737	9.399	9.053	12.132	14.781	162.851
Simplot	65.196	59.227	62.443	64.414	63.654	60.690	60.299	53.005	49.830	50.871	46.603	55.52	691.752
Total	549.206	494.690	411.342	234.257	180.215	185.149	177.436	176.127	181.604	171.949	263.125	350.284	3375.384
	2023-2024												
MG	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Total
Rock Springs	282.704	243.954	184.103	95.645	73.371	77.062	72.543	68.161	69.753	82.836	135.51	251.487	1637.129
Green River	146.312	127.066	88.222	38.749	25.267	25.646	24.033	23.646	25.415	29.831	66.978	133.385	754.55
Districts	22.388	20.517	16.172	11.160	8.359	9.682	7.998	7.694	8.617	8.271	12.471	21.793	155.122
Simplot	57.846	58.998	55.668	58.325	57.688	59.306	54.892	49.036	54.537	55.095	44.971	62.533	668.895
Total	509.250	450.535	344.165	203.879	164.685	171.696	159.466	148.537	158.322	176.033	259.930	469.198	3215.696
	2024-2025												
MG	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Total
Rock Springs	293.914	229.831	198.657	117.784	69.827	76.569	80.185	74.821	76.655	87.054	161.145		1466.442
Green River	144.133	126.801	100.908	45.173	22.285	20.722	20.793	21.594	21.740	23.973	80.98		629.102
Districts	23.362	20.464	17.358	11.532	8.397	8.523	8.167	7.457	8.457	8.55	14.34		136.607
Simplot	56.776	59.673	62.969	64.480	66.631	52.307	60.666	55.844	62.878	45.795	51.115		639.134
Total	518.185	436.769	379.892	238.969	167.140	158.121	169.811	159.716	169.730	165.372	307.580	0.000	2871.285
	Four Year Average												
Rock Springs	302.239	272.014	201.820	109.878	81.501	85.359	82.516	78.501	86.896	88.243	149.207	246.952	1785.125
Green River	155.165	140.449	91.779	39.919	26.514	26.847	26.761	25.680	27.436	30.010	74.570	125.186	790.314
Districts	25.463	24.383	17.546	11.124	8.103	8.682	8.631	8.046	8.816	8.676	13.206	20.024	162.701
Simplot	61.776	60.291	57.330	62.519	60.002	61.488	58.830	53.907	57.234	55.640	45.565	57.480	692.060
Total	544.642	497.136	368.475	223.439	176.120	182.376	176.737	166.134	180.382	182.569	282.548	449.642	3430.199
	Percent of Four Year Average												
Rock Springs	97.25%	84.49%	98.43%	107.20%	85.68%	89.70%	97.18%	95.31%	88.21%	98.65%	108.00%	0.00%	82.15%
Green River	92.89%	90.28%	109.95%	113.16%	84.05%	77.19%	77.70%	84.09%	79.24%	79.88%	108.60%	0.00%	79.60%
Districts	91.75%	83.93%	98.93%	103.67%	103.63%	98.17%	94.62%	92.68%	95.93%	98.54%	108.58%	0.00%	83.96%
Simplot	91.91%	98.98%	109.84%	103.14%	111.05%	85.07%	103.12%	103.59%	109.86%	82.31%	112.18%	0.00%	92.35%
Total	95.14%	87.86%	103.10%	106.95%	94.90%	86.70%	96.08%	96.14%	94.09%	90.58%	108.86%	0.00%	83.71%





## Board Resolution

Effective Date: July 1, 2025

Subject: FY 2026 Budget

Resolution No: 25-05

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WHEREAS, the City of Green River Wyoming – City of Rock Springs Wyoming – Sweetwater County Wyoming – Joint Powers Water Board (Board) is a public entity, and subject to Wyoming statutes and laws; and

WHEREAS, the Board has prepared and hereby presents to the public a FY 2026 Operations and Capital Improvements Budget, to which budget it shall adhere as prescribed by Wyoming statutes and laws.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board has set the following financial parameters and budget for the payment of goods, services, labor and other expenses in the pursuit of accomplishing the mission of the Board:

- 1) The Board's FY 2026 expenses are limited to and shall not exceed: \$ 15,394,998.
- 2) The Board shall derive revenues from the sale of water, the interest gained from cash reserve accounts, proceeds from grants and/or loans, and other income. Anticipated total revenues are: \$ 11,556,546.
- 3) Such funds from the cash reserve accounts that are necessary to result in a balanced FY 2026 budget at the conclusion of FY 2026 are set as follows:
  - a. From the Capital Improvement Reserve WTP: \$ 675,000.
  - b. From the Depreciation Reserve: \$ 2,499,000.
  - c. From the Debt Reserve: \$378,519.
  - d. From the Amelioration Reserve: \$ 285,933.
- 4) No funds will be spent from the Board's City of Rock Springs or the City of Green River Capital Improvement Funds.

Based on the above revenues, cash reserve account transfers, and expenditures, no appropriations are made in excess of the expendable revenues of the Board for FY 2026 [revenues + account transfers + grants + loan proceeds + other income – expenses = \$0.00], as required by applicable Wyoming Statutes.

BE IT FURTHER RESOLVED that the above stated amounts shall comprise the Board's FY 2026 Operating and Capital Improvements Budget, which shall remain in full effect until the completion of FY 2026, or until future resolutions may revoke or amend this resolution.

DATED this 26<sup>th</sup> day of June 2025.

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Rob Young, Chairman

ATTEST:

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Board Member

**GREENLEAF FILTER REHABILITATION SERVICE AGREEMENT  
FILTER BANK #3**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the Joint Powers Water Board, a Wyoming joint powers board located at 3 Telephone Canyon Road, Green River, Wyoming 82935 (the “JPWB”); W-Cubed, Inc., a Utah corporation located at 2912 S. West Temple, Salt Lake City, Utah 84116 (the “Contractor”); and Nelson Brothers Construction Company, a Utah corporation located at 347 W. 1600 S., Salt Lake City, Utah, 84115 (“Subcontractor”).

**WHEREAS** the JPWB water treatment facility has three Greenleaf filters in need of maintenance; and

**WHEREAS** the maintenance process involves the installation of proprietary filter equipment the training for which is also specialized and proprietary; and

**WHEREAS** Contractor possesses the ability to provide the proprietary equipment;

**WHEREAS** Contractor intends to retain Subcontractor to provide the professional installation services; and

**WHEREAS** the JPWB wishes to hire Contractor to maintain one of the Greenleaf filters; and

**WHEREAS** Contractor wishes to provide its professional services to the JPWB; and

**WHEREAS** Subcontractor intends to provide all necessary insurance related to those services; and

**WHEREAS** the JPWB is going to be an additional insured to all insurance policies Subcontractor will be providing under this Agreement.

**NOW THEREFORE** in consideration of the matters described above and the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the JPWB and Contractor (individually the “Party” and collectively the “Parties” to this Agreement) agree as follows:

1. **Services Provided:** The JPWB hereby agrees to engage Contractor to provide the JPWB with services (the “Services”) consisting of maintenance of a Greenleaf filter by:

- (a) Procuring all necessary proprietary equipment required for the Greenleaf filter, as is more particularly described in the attached Schedule A; and
- (b) Properly installing the equipment needed for maintenance of the Greenleaf filter, the details of which are more particularly described in the attached Schedule B; and
- (c) Providing up to three days of service by a qualified field service engineer for installation support, inspection, and startup.

It is understood that Contractor will retain Subcontractor for the services described in the attached Schedule B. By this paragraph, the contract between Contractor and Subcontractor is hereby incorporated into this Agreement and all parties agree that the JPWB is a third party beneficiary of the contract between Contractor and Subcontractor.

2. **Time of Performance:** Due to the JPWB's need to have a sufficient number of filters available to meet water demand, the installation cannot begin until after December 1, 2025. Unless otherwise provided in writing, Contractor agrees to provide and install the equipment by April 30, 2026. Failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the JPWB. Both Contractor and the JPWB agree that the amount of those damages would be difficult, if not impossible, to calculate. Accordingly, unless otherwise provided herein, the Contractor will pay to the JPWB as liquidated damages the amount of \$1,000 for each calendar day of delay in finishing the work in excess of the time specified for completion, which said sums the JPWB shall have the right to deduct from any monies in its hands, otherwise due or to become due, to said Contractor or to sue for and recover compensation or damages for nonperformance of this contract in a timely fashion.

3. **Agreement Price:** Subject to the performance by Contractor of its obligations in this Agreement, the JPWB agrees to pay Contractor the total amount of \$552,908.00. Of that price, \$259,460.00 shall be for the equipment described in Section 1(a) of this Agreement. This \$259,460.00 shall be payable within 30 days of post-delivery inspection of the equipment as described in Section 6 of this Agreement. The remaining \$293,448.00 shall be for the services provided in Sections 1(b) and 1(c) of this Agreement. These services shall be billed on a monthly basis and each bill shall be payable within 30 days. The JPWB shall be entitled to retain a portion of each payment made for equipment and for installation as described in Section 5 of this Agreement.

4. **Payment:** Contractor agrees, as a condition precedent to partial payments or final payment, to furnish to the JPWB satisfactory releases, waivers of lien, affidavits, etc., and such further evidence as may be required by the

JPWB to substantiate all reasonably valid claims for labor, material, equipment, appurtenances, etc., used in connection with this Agreement have been fully paid for and are unencumbered. The JPWB may withhold, in good faith, any payment on account of: (a) defective work which Contractor has not cured within five (5) days of receiving written notice from the JPWB (or such longer period if mutually agreed upon); (b) reasonably valid claims filed or reasonable evidence indicating probable filing of a claim; (c) failure of Contractor to make reasonably valid payments properly to its subcontractors or for material, labor or fringe benefits; or (e) any other grounds for withholding payment allowed by law. When the above matters are rectified, such amounts as then due and owing shall be paid or credited to Contractor.

In the event that Contractor fails to pay and discharge when due any bills of any kind or nature incurred by Contractor in fulfillment of this Agreement, or if there shall be evidence of any claim against the JPWB as a result of Contractor's operations, the JPWB shall have the right to retain out of any payment due, or any payment to become due, an amount sufficient for the JPWB to completely indemnify the JPWB and each of their subsidiaries and affiliates and its and their respective officers, directors, shareholders, agents, representatives, employees, successors and assigns against any such claim, including reasonable attorneys' fees incurred by reason thereof. Contractor shall be notified of any claim or lien against the JPWB. Contractor shall be given 30 days to rectify the claim or lien prior to any action by the JPWB.

No payment made under this Agreement, shall be conclusive evidence of this Agreement either wholly or in part, and no payment, including final payment, shall be construed to be an acceptance of defective workmanship or improper materials.

5. **Retainage:** The JPWB may retain 10% of the equipment price, which shall be paid as final payment after successful installation and startup of the equipment and after the appropriate advertisement period required by W.S. § 16-6-116 and 16-6-117. The JPWB may also retain 10% of the total installation price, which shall be paid as final payment after successful installation and startup of the equipment and after the appropriate advertisement period required by W.S. § 16-6-116 and 16-6-117.

6. **Shipment, Transportation, and Delivery:** Shipment of the equipment shall occur within 18-20 weeks from receipt of the order. Delivery of the equipment shall occur within 20-22 weeks from receipt of the order. The estimated installation time is 10 weeks.

Contractor shall bear full responsibility for delivery of all components to the JPWB at the address provided for notice in this Agreement. The JPWB shall be responsible for receipt and offloading of the equipment delivered.

At the time of shipment, Contractor shall provide the JPWB with a notice of shipment, which shall state the order number, quantity, description of goods or material shipped, and the route by which the shipment is being made. All goods and materials shall be suitably packed, marked, and shipped in accordance with the shipping instructions specified in this Agreement and the requirements of common carriers.

After delivery of the equipment, but before installation of the equipment, a representative from the JPWB and a representative from Contractor shall jointly inventory/inspect the equipment to ensure that all items are on site. After confirming that all items have been delivered, Contractor shall invoice the JPWB for the total equipment price. The JPWB shall pay Contractor in accordance with Sections 2 and 5 of this Agreement.

7. **Storage of Equipment:** The parties agree that the JPWB shall be responsible for storage of all equipment for the time between its delivery and when Contractor commences work.

8. **Warranty:** Contractor warrants that all labor and material furnished, and work performed under this Agreement will be free from defects due to defective materials or workmanship for a period of 1 year following completion of the work contemplated in Section 1 of this Agreement. Should any defects develop, or should the installed equipment fail in any way, due to improper material, workmanship, or arrangement, the same shall be made good by Contractor at no expense to the JPWB. The JPWB will give Contractor written notice of any defect. Should Contractor fail to correct said defect within 30 days after receipt of written notice, the JPWB may, at its own option, correct and charge Contractor for the cost of correction. Contractor agrees to pay such charges on demand.

9. **Title:** Title to the equipment, along with all risk of loss, shall not pass to the JPWB until completion of the services contemplated in this Agreement. Until title passes to the JPWB, the equipment shall remain the personal property of Contractor and shall not become part of the real estate irrespective of how the same may be affixed or attached to the premises where the equipment is stored or installed.

10. **Insurance:**

- a. Though it is expected that Contractor will procure the equipment detailed in Section 1(a) of this Agreement, Subcontractor shall not commence with the installation services detailed in Section 1(b) of this Agreement until it has obtained all insurances required as set forth below and has delivered certificates of insurance and copies of the policy itself to the JPWB. Both parties agree that, for purposes of this Agreement, it is a material breach of contract for Contractor or Subcontractor to obtain an eroding insurance policy. If, within

30 days of provision of the insurance policy to the JPWB, the JPWB discovers that Contractor or Subcontractor has obtained an eroding insurance policy, the JPWB shall be entitled to (a) immediately terminate this Agreement; or (b) require Subcontractor to obtain a compliant policy upon 10 days' notice at Subcontractor's expense. Unless otherwise agreed upon by the parties, Subcontractor shall maintain the insurances referenced in this Section 10 during the term of this Agreement and until two years after completion of the installation contemplated in this Agreement.

The required insurance coverage amounts shall be as follows:

Workman's Compensation	Statutory Limits
Employers Liability	
Each Accident	\$1,000,000
Disease - Ea. Employee	\$1,000,000
Disease - Policy Limit	\$1,000,000
Commercial General Liability	
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed OP Aggregate	\$2,000,000
Personal Injury and Advertising	\$1,000,000
Automobile Liability	
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Commercial Umbrella Liability	\$2,000,000

- b. Subcontractor's Commercial General Liability, Automobile Liability, and Commercial Umbrella Liability shall name the JPWB as an additional insured certificate holder. Subcontractor insurance shall be primary and non-contributory, and shall include a Waiver of Subrogation in favor of the JPWB. The above insurance limits are minimum requirements and do not in any way limit Contractor's or Subcontractor's liability for negligence, breach of contract, personal injury, or any other cause of action.
- c. All insurance policies shall require that the policies cannot be canceled or reduced in coverage until thirty days' written notice of such cancellation or reduction has been received by Contractor, Subcontractor and the JPWB.

- d. If Subcontractor neglects or refuses to provide any insurance required herein, or if any insurance is canceled, the JPWB may, at its option, procure such insurance and adjust the Agreement Price downward by the reasonable amount of premiums paid or to be paid.

11. **Indemnification:** Contractor shall indemnify, hold harmless, and, at the JPWB's option, defend the JPWB, its affiliates, board members, employees, representatives, agents, successors, and assigns (the "Indemnitees" against any and all claims, losses, damages, liabilities, and expenses (including costs of defense, arbitration, settlement, reasonable attorneys' fees, and litigation) for death of or bodily injury to any person and destruction of or damage to any property; violation of governmental laws, regulations, or orders; or any other damages claimed by Contractor or any third parties if and to the extent they result from, arise out of, or are in connection with (a) any negligent or willful act or omission of Contractor, its employees, agents, representatives and its Subcontractors; (b) Contractor's breach of any representation, warranty, term, or provision of this Agreement; or (c) any alleged or actual infringement by Contractor of any patent or other intellectual property rights. Contractor shall not be responsible for any claim, loss, damage, liability, or expense to the extent caused solely by the negligence or willful misconduct of the JPWB, its employees, representatives, or agents. The obligations of indemnification imposed by this section shall survive the termination of this Agreement.

In addition, Contractor shall indemnify, hold harmless, and, at the JPWB's option, defend Indemnitees against any death or bodily injury to any Contractor employee or subcontractor working on the JPWB's premises regardless of the cause.

In addition, the JPWB shall indemnify, hold harmless, and, at Contractor's option, defend Indemnitees against any death or bodily injury to any JPWB employee or subcontractor working on the JPWB's premises regardless of the cause.

12. **Assignments:** Contractor shall not assign or transfer this Agreement or any part thereof without the written approval of the JPWB.

13. **Intellectual Property:** Contractor represents that the services contemplated under this Agreement shall not infringe on any patent or other intellectual property right of any third party.

14. **Compliance with Laws:** Contractor shall acquaint itself with all applicable rules, regulations, and laws in connection with the JPWB's worksite and shall strictly comply and cause all subcontractors, agents, and employees to strictly comply, with such rules, regulations, and laws. Contractor further agrees to perform all installation in accordance with applicable local, state, and federal codes, ordinances, and regulations having jurisdiction over such work at the time the work is performed. Contractor is solely responsible for compliance

by Contractor, its employees, its subcontractors, and its suppliers with all applicable local, state, and federal laws and all applicable rules and regulations promulgated while performing all or any portion of the work contemplated in this Agreement.

15. **JPWB's Right to Do Work:** If Contractor should neglect to prosecute the work properly or fail to perform any provision of this Agreement, the JPWB, after five days' written notice to Contractor may, without prejudice to any other remedy it might have, make good such deficiencies and may deduct the cost from the retainage.

16. **Suspension of Work:** Should Contractor be delayed on account of material to be furnished by the JPWB, or any other delay caused by the JPWB, Contractor shall be granted an extension to the schedule set forth in this Agreement to account for such delay. In no event shall Contractor have a claim of damages or extra compensation on account of such delay.

17. **Capacity/Independent Contractor:** In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee of the JPWB. The Contractor and the JPWB acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for equipment and service as described herein, or in subsequent contract modifications.

18. **Subcontracts and Subcontractors:** Contractor shall have the right to have any of the installation accomplished by Subcontractor pursuant to written subcontracts between Contractor and Subcontractor provided, however, that (i) Contractor shall be solely responsible for the engagement and management of the subcontractors in the performance of the work; (ii) Contractor shall be solely liable under all such subcontracts to perform all of its duties and obligations under such subcontract and the JPWB shall not have any obligation or liability under any such subcontracts; (iii) nothing in any subcontract shall in any way diminish or relieve Contractor from any duties or obligations under this Agreement; and (iv) the JPWB shall have the right to refuse any proposed subcontractor in the exercise of the JPWB's reasonable discretion.

19. **Notice:** All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

Joint Powers Water Board  
PO Box 1299, 3 Telephone Canyon Road, Green River, WY 82935

W-Cubed, Inc.  
4956 West 6200 South, Suite #356, Kearns, UT 84115

Nelson Brothers Construction Company



347 W. 1600 S., Salt Lake City, UT 84115

Or to such other address as any Party may from time to time notify the other.

20. **Survival of Provisions:** All covenants, agreements, indemnities, guarantees, and warranties made by Contractor shall survive completion of the work and payment of the purchase price, in full or in part.

21. **Remedies Not Exclusive:** Each and every of the rights, remedies, and benefits provided to the JPWB shall be cumulative, and shall not be exclusive of any other of said rights, remedies, and benefits, or of any other rights, remedies, and benefits allowed by law or equity or otherwise.

22. **Legal Expenses:** In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing party will be entitled to recover, in addition to any other damages or awards, all reasonable legal costs and fees associated with the action.

23. **Modification of Agreement:** Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

24. **Time of the Essence:** Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

25. **Inurement:** This Agreement will inure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

26. **Governing Law:** This Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of Wyoming, without regard to conflict of laws principles. The parties hereby agree that the courts located in Sweetwater County, Wyoming shall be the exclusive forum for all disputes in connection with this agreement or its subject matter, and the parties irrevocably submit to the personal jurisdiction of that forum.

27. **Severability:** In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

28. **Sovereign Immunity:** Nothing in this Agreement shall be deemed or treated as any waiver of the JPWB's sovereign immunity.

29. **Waiver:** The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

30. **Entire Agreement:** It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

**IN WITNESS WHEREOF** the Parties have duly affixed their signatures on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**JOINT POWERS WATER BOARD**

**W-CUBED, INC.**

\_\_\_\_\_

\_\_\_\_\_

**NELSON BROTHERS CONSTRUCTION COMPANY**

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## **SCHEDULE A**

- a. One 304 stainless steel vacuum tank with two angle supports for said tank; The vacuum tank will require some field assembly for piping and support angles prior to installation
- b. One water tank liquid level controller;
- c. One liquid level gauge;
- d. One vacuum gauge;
- e. Four inlet siphons made from 304 stainless steel to be bolted to the annular flume;
- f. All necessary stainless steel mounting hardware for the inlet siphons;
- g. One lot of influent weir gaskets for filter cell inlet pans consisting of eight total gaskets;
- h. One 304 stainless steel annular flume suitable for the D-4Z Greenleaf filter; Supplied as five (5) piece SS Flume with additional engineering, and must be field assembled and welded in
- i. All necessary installation hardware for the annular flume;
- j. One lot of 304 S.S. piping and fittings sufficient for four cells to connect their inlet siphons to vacuum tank B;
- k. One lot of 304 S.S. piping and fittings sufficient for four cells to connect their backwash siphons to the inlet siphon vacuum tank B;
- l. Four  $\frac{3}{4}$ " solenoid valves (2-way) with NEMA 4 enclosures (115 volts/60 Hz/1 phase) to connect to siphon control B.
- m. Four  $1\frac{1}{2}$ " solenoid valves (2-way) with NEMA 4 enclosures (115 volts/60 Hz/1 phase) for connection to the inlet siphon vent control;
- n. Four  $1\frac{1}{2}$ " solenoid valves (2-way) with NEMA 4 enclosures (115 volts/60 Hz/1 phase) to connect to the backwash siphons on siphon control D; and
- o. Four  $1\frac{1}{2}$ " solenoid valves (2-way) with NEMA 4 enclosures (115 volts/60 Hz/1 phase) to connect to the backwash siphon vent control.

ISOLATION FITTINGS AND VALVES - Supply SS ball valves and fittings for isolation of solenoid valves to include: 4-  $1\frac{1}{2}$ " SS ball valves, 4-

3/4" SS ball valves, 4-3/4" x 2" SS nipples, 4-3/4" x 3" SS nipples, 8-1-1/2" x 1-3/4" SS nipples and 8 - 1-1/2" SS unions.

## **SCHEDULE B**

- a. Moving all equipment to the filter;
- b. Installation of a temporary aluminum plate to shut the water off;
- c. Removing the steel walkway and center platform, sandblasting both, painting both, and reinstalling them;
- d. Removing the vacuum tank and associated piping, annular flume, and siphons and then taking the removed items off site for proper disposition;
- e. Installing the new equipment enumerated in part (a) above;
- f. Providing and installing a new 2" vacuum line made of 304 SST pipe with 2 ball valves and 2 sets of necessary pipe fittings. Proper installation will result in the pipe line terminating at the vacuum tank at one end and tying into a pipe header located on the wall of the adjacent basin on the other end; and
- g. Coordination with any other necessary professionals, such as an electrician, for disconnecting and reconnecting the electrical power to any and all controls.
- h. Fabricate 8 new stainless-steel support legs for Greenleaf Filter platform.
- i. Fabricate and install splash guards with stainless-steel brackets.