



A G E N D A

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

September 17, 2026

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 August 20, 2026 Regular Board Meeting Minutes	Chair
5.	Approval of July 2026 Financial Reports	Chair
6.	Presentation of August 2026 Water Usage and Sales Reports	Mr. Seppie
7.	Official Depository of Public Funds --Tanager Bank	Mr. Seppie
8.	Conflict of Interest Statements --Tanager Bank	Mr. Seppie
9.	Presentation and Consideration of Change Order #1 to the Crossroads Pump Station Project	Mr. Seppie
10.	Presentation and Consideration of Bids for 1 ½ Ton, Dual Rear Wheel, Cab and Chassis truck with flatbed.	Mr. Seppie
11.	Presentation and Consideration of an Agreement with Atlas Polar to Supply and Commission a replacement Rake System for the River Intake	Mr. Seppie
12.	Presentation and Consideration of Amendment No. 5 to the Liquid Oxygen Supply Agreement with Air Products (2 options)	Mr. Seppie

13.	Operation and/or Project Updates	Mr. Seppie
14.	Public Comments	Chair
15.	Good of the Order – Time set aside for Board Members to offer Comments or observations without formal motions.	Chair
16.	Executive Session – <i>if needed</i>	Chair
17.	Next Meeting	Chair
18.	Adjournment	Chair

Attachments:

1. August 20, 2026 Regular Board Meeting Minutes
2. July 2026 Financial Reports
3. August 2026 Water Usage and Sales Reports
4. Tanager Bank Resolution
5. Sample Conflict of Interest Statement-Tanager Bank
6. Change Order #1-Crossroads PS Project
7. Bid Tabulation for 1 ½ Ton, Dual Rear Wheel, Cab and Chassis truck with flatbed
8. Agreement with Atlas Polar
9. Amendment No. 5 to the Liquid Oxygen Supply Agreement with Air Products (2 options)



Meeting Minutes

Meeting Date: August 20, 2026

Type of Meeting: Regular Board Meeting

1. **Call to Order**

The Joint Powers Water Board meeting was held with remote computer access, teleconference and in the conference room at the Water Treatment Plant. Vice Chairman Palmer 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) and Richard Lee (RS) present. Mr. Young (RS) was absent. Ms. Sage Hilstad, Counsel for the Board, was in attendance. Staff attending were Bryan Seppie (General Manager), James Tardoni (Engineer), and Carrie Halter (Office Manager). Also in attendance were Alexis Spray (Clearview W & S District) and Mark Westenskow (City of Green River) and Paul Kauchich (City of Rock Springs).

3. **Approval of Agenda**

Mr. Leigh made a motion to approve the agenda. Mr. Reichl seconded the motion. The motion was voted on and passed.

4. **Approval of July 23, 2026 Regular Board Meeting Minutes**

Mr. Leigh made a motion to approve the July 23, 2026 Regular Board Meeting minutes. Mr. Reichl seconded the motion. The motion was voted on and passed.

5. **Approval of June 2026 Financial Reports**

Mr. Seppie stated that this month's reports closed out FY2026. He noted that water sales were up approximately 10% and interest income was about 26% over budget. Expenses were also lower than anticipated but this was mostly due to having lower staff numbers earlier in the year. Mr. Seppie also noted that O&M was about 5% lower, and he mentioned that the surplus exceeded the originally anticipated amount. This extra surplus was added to various reserve accounts within fiscal year 2027's budget.

Mr. Lee made a motion to approve the June 2026 Financial reports. Mr. Reichl seconded the motion. The motion was voted on and passed.

6. **Presentation of July 2026 Water Usage and Sales Reports**

Mr. Seppie began by stating that July was a hot and dry month with the cities around 90% of average and Simplot around 108%. The aggregate four-year average was 92%. August appears to be light so far, but he thinks this could be due to economic pressures.

7. **Operational and/or Project Updates**

Mr. Seppie stated that it has been a busy month. The biggest focus has been on the EPA/Clean Air Act inspection and working through the Notice of Noncompliance. He thanked Mr. Tardoni for his efforts on this project as he has been keeping track of everyone's work and ensuring that all items are addressed. Mr. Seppie is feeling confident in the process, and he believes we are ahead of schedule and will reach completion by the October deadline.

Mr. Seppie stated that the auditors were on site this week and they finished up their three days of field work. He thanked Mrs. Halter for her work and Mr. Andrews (auditor) was appreciative of her help as well. There are some reports from the entities that are needed to complete the audit, but Mr. Seppie is hopeful of having the audit presented and approved by the Board in November.

Mr. Seppie then spoke about the Flaming Gorge Working Group meeting that was held last Tuesday, showing various graphs from the meeting. Followed by a briefing on the Fontenelle Working Group meeting that was held the next day.

Mr. Leigh asked Mr. Seppie if the plant had been impacted by algae. Mr. Seppie stated that they have been nervous about it all summer but have been cycling the volume in the reservoir more often in hopes of preventing it. Mr. Seppie also mentioned that we are testing more often for algae count but those results won't be back until October or November. He also mentioned that there is an algaecide on site, but he is hopeful to not have to use it.

Mr. Palmer asked Mr. Seppie if the thunderstorms from last week have impacted river conditions. Mr. Seppie stated that the operators monitor conditions very closely. When a certain NTU is reached, they will reduce or stop pumping from the river while increasing the amount of flow from the reservoir. If turbidity becomes more of a long-term situation, then upstream samples are obtained to measure the upstream turbidity and plan accordingly.

8. **Public Comments**

Mr. Westenskow provided an update on the Riverview Drive project. He stated that they are making good progress on the eastbound lane and are expecting to pave the second week of September. He also mentioned that they were successful in completing the "bursting" of the sewer line.

9. **Good of the Order**

Mr. Reichl asked if there are any updates on the work for water resources. Mr. Seppie stated that the Fontenelle contract has been completed and sent off to the WWDO. There have been some personnel changes with the BOR, but a face-to-face meeting should be held next.

Secondly, Ms. Hilstad has reached out to various water law attorneys and there has been a reasonable turnout, with six firms showing interest in receiving the RFP. The next step in the process will be to send out the RFP, in which firms will be given adequate time to complete.

10. **Executive Session**

None needed.

11. **Next Meeting**

The next Regular Board meeting will be held on September 17, 2026, at 3:00 p.m.

12. **Adjournment**

There being no further business at 3:31 p.m., Mr. Lee made a motion to adjourn. Mr. Leigh seconded the motion. The motion was voted on and passed.

Approved

Approved

Board Member

Board Member

Joint Powers Water Board
Revenues & Expenditures Budget vs. Actual
July 2026

	Jul 26	Budget	% of Budget
Ordinary Income/Expense			
Income			
4100 · Water Sales			
4110 · Water Sales - Simplot	152,283.45	1,650,749.00	9.23%
4120 · Water Sales - Rock Spring	539,503.43	3,917,805.00	13.77%
4122 · Water Sales - White Mountain	19,265.08	176,562.00	10.91%
4124 · Water Sales - Ten Mile	8,294.41	50,086.00	16.56%
4126 · Water Sales - Clearview	7,137.28	70,459.00	10.13%
4130 · Water Sales - Green River	241,279.72	1,535,326.00	15.72%
4132 · Water Sales - Jamestown	8,833.40	63,714.00	13.86%
Total 4100 · Water Sales	976,596.77	7,464,701.00	13.08%
4200 · Interest Income			
4265 · Int Income - Uinta/Tanager Bank	12,694.73	175,949.00	7.22%
4275 · Int Income - RSNB Bank	12,730.00	89,484.00	14.23%
4289 · Int Income - Commerce Bank	37,246.26	166,657.00	22.35%
4294 · Investment Income - Multi-Bank	6,591.95	80,000.00	8.24%
Total 4200 · Interest Income	69,262.94	512,090.00	13.53%
4400 · Other Income			
4420 · Miscellaneous Income	0.00	3,000.00	0.0%
4455 · Crossroads RS & WWDC Reimburse	8,226.50	14,860,000.00	0.06%
4485 · 2007 SLIB Loan R/S #066	0.00	72,326.00	0.0%
4495 · Simplot Surcharge Revenue	0.00	144,000.00	0.0%
Total 4400 · Other Income	8,226.50	15,079,326.00	0.06%
4500 · Non-Operating Income			
4530 · Transfer From WTP Cap Res	0.00	695,000.00	0.0%
4531 · Transfer from Depreciation Res	0.00	2,149,500.00	0.0%
4535 · Transfer from Debt Reserve	0.00	339,202.00	0.0%
4537 · Transfer from Water Res. Reserv	0.00	150,000.00	0.0%
4540 · Transfer From Amelioration Fund	0.00	276,135.00	0.0%
Total 4500 · Non-Operating Income	0.00	3,609,837.00	0.0%
4600 · Previous FY Surplus Carryover			
4610 · Previous FY Surplus	0.00	675,000.00	0.0%
Total 4600 · Previous FY Surplus Carryover	0.00	675,000.00	0.0%
Total Income	1,054,086.21	27,340,954.00	3.86%
Gross Profit	1,054,086.21	27,340,954.00	3.86%
Expense			
5100 · Payroll, Taxes & Benefits			
5110 · Salaries & Wages - Regular	143,429.75	1,380,287.00	10.39%
5115 · Salaries & Wages - Overtime	1,387.66	8,500.00	16.33%
5116 · Salaries & Wages - On Call	0.00	1,000.00	0.0%
5117 · Sal. & Wages - Shift Diff.	732.00	9,000.00	8.13%
5119 · Sal. & Wages - Hol. Worked	2,266.24	18,000.00	12.59%
5120 · Social Security/Medicare	11,313.43	105,592.00	10.71%
5125 · Workers Comp./Unemployment	5,540.58	15,725.00	35.23%
5131 · Employee Clothing Allowance	0.00	4,550.00	0.0%
5135 · Wyoming Retirement	28,262.34	263,787.00	10.71%
5137 · 457 Board Contributions	420.00	3,900.00	10.77%
5140 · Employee Health Insurance	34,741.07	477,433.00	7.28%
5141 · HSA Contributions	9,120.74	125,350.00	7.28%
5199 · Final Payout	0.00	20,000.00	0.0%
Total 5100 · Payroll, Taxes & Benefits	237,213.81	2,433,124.00	9.75%
6001 · O & M Expenses			
6100 · Travel/Training-Staff	0.00	6,500.00	0.0%
6101 · Travel/Training Operators	0.00	7,500.00	0.0%
6102 · Travel/Training-Board	0.00	4,500.00	0.0%
6104 · Board Related Expense	0.00	1,000.00	0.0%
6105 · Community Affairs	0.00	500.00	0.0%
6106 · Drought Cont/Augmentation	0.00	25,000.00	0.0%
6107 · Water Resource Planning	0.00	25,000.00	0.0%
6110 · Dues/Subscriptions	0.00	6,500.00	0.0%
6112 · Professional Licensing Fees	0.00	500.00	0.0%

Joint Powers Water Board
Revenues & Expenditures Budget vs. Actual
July 2026

	Jul 26	Budget	% of Budget
6113 · Meeting Lunches/Long Shift Meal	82.10	500.00	16.42%
6114 · Coffee/Water/Pop/Cups	0.00	500.00	0.0%
6115 · Postage/Shipping	0.00	3,000.00	0.0%
6116 · Cleaning/Janitorial Supplies	191.63	1,600.00	11.98%
6117 · Office Supplies and Equipment	382.89	5,000.00	7.66%
6118 · Software	160.44	18,000.00	0.89%
6119 · Computers & Non-Capital Netware	10.99	30,000.00	0.04%
6120 · Notices/Advertisements	0.00	2,500.00	0.0%
6125 · Telephone/Internet	827.58	13,000.00	6.37%
6130 · Janitorial/Garbage	523.84	14,000.00	3.74%
6135 · Bank Service Fees	20.00	500.00	4.0%
6136 · Investment Expenses	0.00	500.00	0.0%
6137 · Legal Fees	4,825.00	35,000.00	13.79%
6138 · Lease and Easements	0.00	500.00	0.0%
6139 · Safety/Regulatory Assist/Compli	0.00	50,000.00	0.0%
6140 · Other Professional Fees	795.00	55,000.00	1.45%
6141 · Design and Assessment Services	0.00	50,000.00	0.0%
6142 · SCADA Non Capitalized Equipment	0.00	25,000.00	0.0%
6143 · SCADA Integration and Support	12,500.17	50,000.00	25.0%
6145 · Insurance (D&O/Liab)	0.00	185,000.00	0.0%
6151 · Books and Reference Materials	0.00	500.00	0.0%
6152 · Supplies Mech/Elec/HVAC	189.89	25,000.00	0.76%
6153 · Supplies - Lab and Testing	0.00	7,500.00	0.0%
6154 · Supplies-Grounds/Reservoir	0.00	14,500.00	0.0%
6156 · Tools/Small Equipment	0.00	17,500.00	0.0%
6158 · Vehicle Costs/Fuel	744.27	30,000.00	2.48%
6159 · Rental Equipment	0.00	12,500.00	0.0%
6162 · Site Maintenance	746.72	50,000.00	1.49%
6163 · Building Maintenance	107.50	40,000.00	0.27%
6164 · Process Maintenance	1,679.97	145,000.00	1.16%
6165 · Ponds & Tanks	0.00	40,000.00	0.0%
6168 · Outside Maintenance Contracts	0.00	175,000.00	0.0%
6170 · Electricity	113,747.48	1,135,000.00	10.02%
6172 · Gas (Heat)	283.76	130,000.00	0.22%
6173 · Garbage Collection	220.70	3,500.00	6.31%
6175 · Cathodic Protection Maintenance	0.00	18,500.00	0.0%
6177 · Water Testing	1,039.23	25,000.00	4.16%
6180 · Dedicated Fiber Lines	477.91	7,000.00	6.83%
6190 · Chemicals-Liquid Oxygen	37,291.62	500,000.00	7.46%
6192 · Chemicals-Other	0.00	1,500.00	0.0%
6193 · Chemicals - Ferric Sulfate	0.00	155,000.00	0.0%
6194 · Chemicals - Chlorine	19,250.00	64,000.00	30.08%
6195 · Chemicals - Polymer	0.00	65,000.00	0.0%
6197 · Employee Safety/Clothing	-43.24	5,000.00	-0.87%
Total 6001 · O & M Expenses	196,055.45	3,283,600.00	5.97%
8100 · Debt Service			
8162 · DWSRF #068	0.00	24,951.00	0.0%
8163 · DWSRF #136	0.00	314,251.00	0.0%
8167 · SRF #66 Rock Springs	0.00	72,326.00	0.0%
Total 8100 · Debt Service	0.00	411,528.00	0.0%
8500 · Rsrv Accts Allocation/Transfers			
8510 · Debt Reserve	28,266.83	339,202.00	8.33%
8520 · Depreciation Reserve -LL Assets	83,333.33	1,000,000.00	8.33%
8530 · WTP Cap. Imp. Reserve-ML Assets	47,916.67	575,000.00	8.33%
8540 · GAC & Caustic Reserve	4,166.67	50,000.00	8.33%
8550 · Txfr Simplot Srchg to RS Cap Im	0.00	144,000.00	0.0%
8560 · Water Resource Reserve	104,166.67	1,250,000.00	8.33%
Total 8500 · Rsrv Accts Allocation/Transfers	267,850.17	3,358,202.00	7.98%
9100 · Capital Improvements			
9100a · Mid-lived - WTP Capital Fund			
9-27-1 · ML Process Equip Replacement 27	0.00	65,000.00	0.0%

Joint Powers Water Board
Revenues & Expenditures Budget vs. Actual
July 2026

	Jul 26	Budget	% of Budget
9-27-2 · ML Pumping/Storage 27	0.00	45,000.00	0.0%
9-27-3 · ML Bldg/Heating/Mech Impro 27	0.00	460,000.00	0.0%
9-27-4 · ML Site/Grounds Improvement 27	0.00	25,000.00	0.0%
9-27-6 · ML WTP Controls/Automation 27	0.00	20,000.00	0.0%
9-27-8 · ML Vehicle and/or Equipment 27	0.00	80,000.00	0.0%
Total 9100a · Mid-lived - WTP Capital Fund	0.00	695,000.00	0.0%
9100b · Long-lived Assets - Dep Fund			
9-27-11 · LL Process Equip Replacement 27	0.00	560,000.00	0.0%
9-27-12 · LL Pump/Store/Dist Impro 27	0.00	249,500.00	0.0%
9-27-13 · LL Building/Heat/Mech Impr. 27	0.00	265,000.00	0.0%
9-27-14 · LL Old WTP Site 27	0.00	1,000,000.00	0.0%
9-27-15 · LL Analysis/Studies/Reports 27	0.00	75,000.00	0.0%
Total 9100b · Long-lived Assets - Dep Fund	0.00	2,149,500.00	0.0%
9100d · Water Resources	0.00	150,000.00	0.0%
Total 9100 · Capital Improvements	0.00	2,994,500.00	0.0%
9111 · Crossroads PS	7,712.00	14,860,000.00	0.05%
Total Expense	708,831.43	27,340,954.00	2.59%
Net Ordinary Income	345,254.78	0.00	100.0%
Other Income/Expense			
Other Income			
9500 · Unrealized Gain/Loss on Invest.	-290.86	0.00	100.0%
Total Other Income	-290.86	0.00	100.0%
Net Other Income	-290.86	0.00	100.0%
Revenues over (under) expenditures	344,963.92	0.00	100.0%

Joint Powers Water Board

Cash Balances

As of July 31, 2026

Jul 31, 26

ASSETS

Current Assets

Checking/Savings

10-000 · General Funds

10-039 · RSNB Bank Gen Funds	4,844,873.62
10-044 · Commerce Bank CD	1,161,953.79
10-049 · Commerce Bank MMA	1,564,541.61
10-062 · Uinta/Tanager Bank CD	1,253,717.43
10-063 · Uinta/Tanager Bank CD	569,026.69
10-067 · Uinta/Tanager Bank CD	1,152,259.80
10-070 · Commerce Bank CD	1,183,784.69
10-071 · Commerce Bank CD	1,143,362.19
10-080 · MultiBank Investments-at market	1,986,939.86
10-099 · **** Allocated to Other Funds	-9,144,618.60

Total 10-000 · General Funds	5,715,841.08
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10-300 · Cap Imp WTP - Total

10-303 · **** Cap Imp WTP	1,456,103.20
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Total 10-300 · Cap Imp WTP - Total	1,456,103.20
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10-400 · WWDC Capital Impr

10-406 · Uinta/Tanager Bank CD WWDC	1,131,646.77
10-407 · Uinta/Tanager Bank MMA	15,428.12
10-410 · **** WWDC Cap Imp	77,909.75

Total 10-400 · WWDC Capital Impr	1,224,984.64
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10-425 · **** GAC/Caustic Reserve	841,729.67
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10-430 · **** Unemployment Reserve	110,400.08
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10-435 · **** Water Resource Reserve	1,353,166.55
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10-450 · Depreciation Reserve

10-455 · **** Depreciation Reserve	3,522,968.35
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Total 10-450 · Depreciation Reserve	3,522,968.35
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10-600 · Amelioration Fund - Total

10-605 · **** Amelioration Fund	1,153,261.11
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Total 10-600 · Amelioration Fund - Total	1,153,261.11
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10-700 · **** Debt Funds - Total	629,079.89
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10-900 · Misc

10-911 · Uinta/Tanager MMA/RS CapImp	167,321.04
10-911B · Commerce Bk CD/RS Cap Imp	1,637,281.65
10-921 · Uinta/Tanager MMA/GR CapImp	162,620.19

Total 10-900 · Misc	1,967,222.88
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Total Checking/Savings	17,974,757.45
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Joint Powers Water Board Transactions by Account

As of July 31, 2026

Type	Date	Num	Name	Memo	Paid Amount
10-039 · RSNB Bank Gen Funds					
Check	07/02/2026	DD3354	Maintenance		-2,832.18
Check	07/02/2026	DD3355	Operator		-1,895.35
Check	07/02/2026	DD3356	Operator		-3,097.76
Check	07/02/2026	DD3357	Operator		-2,032.71
Check	07/02/2026	DD3358	Manager		-1,892.39
Check	07/02/2026	DD3359	Operator		-2,151.19
Check	07/02/2026	DD3360	Operator		-1,749.23
Check	07/02/2026	DD3361	Operator		-2,793.25
Check	07/02/2026	DD3362	Operator		-1,935.26
Check	07/02/2026	DD3363	Manager		-3,183.97
Check	07/02/2026	DD3364	Manager		-4,216.13
Check	07/02/2026	DD3365	Manager		-3,702.62
Check	07/02/2026	DD3366	Operator		-1,959.04
Check	07/02/2026	DD3367	Operator		-2,020.71
Check	07/02/2026	EFT	Credit Union	Withholdings	-420.00
Check	07/02/2026	EFT	United States Treasury	Payroll Taxes - PPE 6/27/2026	-10,938.12
Check	07/02/2026	EFT	Empower Trust Company LLC	457b Plan Employee Contributions	-3,530.00
Check	07/02/2026	EFT	Empower Trust Company, LLC	457b Plan Employer Contributions	-140.00
Check	07/03/2026	EFT	HSABank	July 2026 HSA Contributions	-9,370.74
Check	07/03/2026	15033	NCPERS	August 2026 Life Insurance Premiums	-48.00
Deposit	07/09/2026	88977	City of Rock Springs		539,503.43
Deposit	07/09/2026		City of Rock Springs	CRPS Reimbursement - Pay Request #57	8,226.50
Deposit	07/13/2026	3990	Ten Mile Sewer & Water District		8,294.41
Check	07/14/2026	15035	Ace Hardware	Building and Site Maintenance	-70.93
Check	07/14/2026	15036	Air Products & Chemicals Inc.	Liquid Oxygen & Tank Rental	-22,293.89
Check	07/14/2026	15037	Alsco, Inc.	Rugs/Janitorial Supplies	-261.92
Check	07/14/2026	15038	Blue Cross Blue Shield of Wyoming	August 2026 Health Insurance Premiums	-34,692.28
Check	07/14/2026	15039	Century Link Seattle	July 2026 Phone Line	-116.90
Check	07/14/2026	15040	Dearborn Life Insurance Co	Life Insurance Premiums	-48.79
Check	07/14/2026	15041	DJ'S Glass Plus	Vehicle Costs - Chip Repair	-10.00
Check	07/14/2026	15042	Enbridge Gas	June 2026 Gas Heat	-283.76
Check	07/14/2026	15043	Lumen	July 2026 Dedicated Fiber Lines	-477.91

Joint Powers Water Board Transactions by Account

As of July 31, 2026

Type	Date	Num	Name	Memo	Paid Amount
Check	07/14/2026	15044	RingCentral Inc.	July 2026 VoIP Phone Service	-395.45
Check	07/14/2026	15045	Sage Hilstad Law, PC	June 2026 Legal Services	-4,825.00
Check	07/14/2026	15046	SGS North America, Inc	Water Testing (6)	-386.00
Check	07/14/2026	15047	Sunrise Engineering	Crossroads Pump Station Project	-7,712.00
Check	07/14/2026	15048	Sweetwater Technology Services Inc	VOID: July 2026 Software & OM Contract - Lost in Mail	0.00
Check	07/14/2026	15049	Wyoming Waste Services	July 2026 Trash Collection	-220.70
Check	07/16/2026	DD3372	Maintenance		-2,959.88
Check	07/16/2026	DD3373	Operator		-1,743.09
Check	07/16/2026	DD3374	Operator		-2,818.49
Check	07/16/2026	DD3375	Operator		-2,320.53
Check	07/16/2026	DD3376	Manager		-2,068.94
Check	07/16/2026	DD3377	Operator		-2,265.22
Check	07/16/2026	DD3378	Operator		-2,031.61
Check	07/16/2026	DD3379	Operator		-3,337.51
Check	07/16/2026	DD3380	Operator		-2,343.62
Check	07/16/2026	DD3381	Manager		-3,343.35
Check	07/16/2026	DD3382	Manager		-4,860.37
Check	07/16/2026	DD3383	Manager		-3,880.84
Check	07/16/2026	DD3384	Operator		-1,946.15
Check	07/16/2026	DD3385	Operator		-2,480.38
Check	07/16/2026	EFT	Credit Union		-420.00
Check	07/16/2026	EFT	Empower Trust Company LLC	457b Plan Employee Contributions	-3,726.40
Check	07/16/2026	EFT	United States Treasury	Payroll Taxes - PPE 7/11/2026	-11,959.58
Check	07/16/2026	EFT	Empower Trust Company, LLC	457b Plan Employer Contributions	-140.00
Deposit	07/17/2026	1647	Clearview Improvement & Service District		7,137.28
Deposit	07/21/2026	15305	White Mountain Water & Sewer District		19,265.08
Deposit	07/23/2026	16358	Jamestown-Rio Vista Water		8,833.40
Check	07/28/2026	15050	Ace Hardware	Mech/Elec/HVAC Supplies & Building Maintenance	-115.91
Check	07/28/2026	15051	Air Products & Chemicals Inc.	Liquid Oxygen	-14,997.73
Check	07/28/2026	15052	Alsco, Inc.	Rugs/Janitorial	-261.92
Check	07/28/2026	15053	Bomgaars	Site Maintenance	-80.91
Check	07/28/2026	15054	Linde Gas & Equipment Inc	Mech/Elec/HVAC Supplies	-138.33
Check	07/28/2026	15055	Napa Auto Parts Unlimited	Building Maintenance	-18.57

Joint Powers Water Board Transactions by Account

As of July 31, 2026

Type	Date	Num	Name	Memo	Paid Amount
Check	07/28/2026	15056	PVS DX, Inc.	Chlorine Gas	-19,250.00
Check	07/28/2026	15057	Rocky Mountain Power	June 2026 Electricity	-113,747.48
Check	07/28/2026	15058	SGS North America, Inc	Water Testing (2)	-187.00
Check	07/28/2026	15059	Summit Accounting Services PC	June 2026 Accountant Services	-795.00
Check	07/28/2026	15060	Verizon Wireless	June 2026 Cell Phones	-315.23
Check	07/28/2026	15061	Automation Instrumentation Controls	SCADA Integration & Support	-12,500.17
Deposit	07/28/2026	376035	City of Green River/Cust		241,279.72
Deposit	07/28/2026	97908	Simplot Phosphates LLC		152,283.45
Check	07/28/2026	15063	US Bank	July 2026 Credit Cards	-4,284.74
Check	07/30/2026	DD3386	Maintenance		-2,959.89
Check	07/30/2026	DD3387	Operator		-1,837.72
Check	07/30/2026	DD3388	Operator		-2,818.49
Check	07/30/2026	DD3389	Operator		-2,143.51
Check	07/30/2026	DD3390	Manager		-2,068.95
Check	07/30/2026	DD3391	Operator		-2,373.75
Check	07/30/2026	DD3392	Operator		-1,966.03
Check	07/30/2026	DD3393	Operator		-3,024.85
Check	07/30/2026	DD3394	Operator		-2,038.47
Check	07/30/2026	DD3395	Manager		-3,343.35
Check	07/30/2026	DD3396	Manager		-4,860.36
Check	07/30/2026	DD3397	Manager		-3,880.84
Check	07/30/2026	DD3398	Operator		-2,048.75
Check	07/30/2026	DD3399	Operator		-2,231.33
Check	07/30/2026	EFT	Credit Union		-420.00
Check	07/30/2026	EFT	Empower Trust Company, LLC	457b Plan Contributions	-3,866.40
Check	07/30/2026	EFT	United States Treasury	Payroll Taxes - PPE 7/25/2026	-11,677.16
Check	07/30/2026	EFT	Wyoming Retirement System	July 2026 Contributions	-28,262.34
Check	07/31/2026	EFT	Wyo Dept of Workforce Services	Q2 2026 Worker's Compensation Taxes	-5,540.58
Check	07/31/2026	15062	Aflac	July 2026 Withholdings	-555.36
General Journal	07/31/2026	2015.391		From Multi-Bank Investments	6,793.00
Check	07/31/2026			Service Charge	-20.00
Deposit	07/31/2026			Interest	12,730.00

Total 10-039 · RSNB Bank Gen Funds

563,365.01

Joint Powers Water Board Transactions by Account

As of July 31, 2026

Type	Date	Num	Name	Memo	Paid Amount
10-044 · Commerce Bank CD					
Deposit	07/21/2026		Interest		10,478.43
Total 10-044 · Commerce Bank CD					10,478.43
10-049 · Commerce Bank MMA					
Deposit	07/31/2026		Interest		3,976.24
Total 10-049 · Commerce Bank MMA					3,976.24
10-067 · Uinta/Tanager Bank CD					
Deposit	07/19/2026		Interest		12,655.52
Total 10-067 · Uinta/Tanager Bank CD					12,655.52
10-070 · Commerce Bank CD					
Deposit	07/30/2026		Interest		11,949.19
Total 10-070 · Commerce Bank CD					11,949.19
10-071 · Commerce Bank CD					
Deposit	07/23/2026		Interest		10,842.40
Total 10-071 · Commerce Bank CD					10,842.40
10-080 · MultiBank Investments-at market					
General Journal	07/31/2026	2015.391		To RSNB Bank General Funds	-6,793.00
General Journal	07/31/2026	2015.391		Interest	6,591.95
General Journal	07/31/2026	2015.391		Unrealized Gain/Loss	-290.86
Total 10-080 · MultiBank Investments-at market					-491.91
10-099 · **** Allocated to Other Funds					
General Journal	07/31/2026	2015.392		Record fund transfer per budget	-267,850.17
Total 10-099 · **** Allocated to Other Funds					-267,850.17
Total 10-000 · General Funds					344,924.71
TOTAL					344,924.71

Joint Powers Water Board
US Bank Card Charges
July 2026

	<u>Jul 26</u>
Expense	
6001 · O & M Expenses	
6113 · Meeting Lunches/Long Shift Meal	82.10
6116 · Cleaning/Janitorial Supplies	191.63
6117 · Office Supplies and Equipment	382.89
6118 · Software	160.44
6119 · Computers & Non-Capital Netware	10.99
6152 · Supplies Mech/Elec/HVAC	23.60
6158 · Vehicle Costs/Fuel	734.27
6162 · Site Maintenance	645.85
6164 · Process Maintenance	1,629.98
6177 · Water Testing	466.23
6197 · Employee Safety/Clothing	-43.24
Total 6001 · O & M Expenses	<u>4,284.74</u>
Total Expense	4,284.74

	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	277.971	1744.413
Green River	144.133	126.801	100.908	45.173	22.285	20.722	20.793	21.594	21.740	23.973	80.98	136.768	765.87
Districts	23.362	20.464	17.358	11.532	8.397	8.523	8.167	7.457	8.457	8.55	14.34	22.16	158.767
Simplot	56.776	59.673	62.969	64.480	66.631	52.307	60.666	55.844	62.878	45.795	51.115	68.379	707.513
Total	518.185	436.769	379.892	238.969	167.140	158.121	169.811	159.716	169.730	165.372	307.580	505.278	3376.563
	2025-2026												
MG	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Total
Rock Springs	308.177	267.151	226.873	104.443	80.252	75.860	77.535	77.850	94.622	110.485	171.475	238.528	1833.251
Green River	147.128	136.538	99.863	31.390	22.435	21.809	21.841	21.102	26.499	36.932	80.848	119.473	765.858
Districts	22.86	22.255	18.158	10.662	9.589	9.176	8.811	7.750	9.015	9.724	13.926	19.715	161.641
Simplot	68.997	66.050	72.795	67.253	56.083	60.282	64.497	57.476	68.712	51.261	63.853	67.328	764.587
Total	547.162	491.994	417.689	213.748	168.359	167.127	172.684	164.178	198.848	208.402	330.102	445.044	3525.337
	2026-2027												
MG	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Total
Rock Springs	266.127	276.752											542.879
Green River	137.734	127.319											265.053
Districts	22.042	21.716											43.758
Simplot	67.426	70.481											137.907
Total	493.329	496.268	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	989.597
	Four Year Average												
Rock Springs	297.254	254.346	209.448	109.089	76.149	80.198	78.582	77.087	83.836	91.163	151.135	237.388	1785.125
Green River	147.900	130.866	97.720	38.772	24.255	23.158	22.559	23.303	25.429	29.621	74.197	122.011	790.314
Districts	23.593	22.299	17.636	11.235	8.682	9.021	8.620	7.910	8.872	8.900	13.217	19.612	162.701
Simplot	62.204	60.987	63.469	63.618	61.014	58.146	60.089	53.840	58.989	50.756	51.636	63.440	692.060
Total	530.951	468.497	388.272	222.713	170.100	170.523	169.849	162.140	177.126	180.439	290.184	442.451	3430.199
	Percent of Four Year Average												
Rock Springs	89.53%	108.81%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	30.41%
Green River	93.13%	97.29%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	33.54%
Districts	93.43%	97.39%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	26.89%
Simplot	108.40%	115.57%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	19.93%
Total	92.91%	105.93%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	28.85%



Rock Springs - Green River Joint Powers Water Board
PO Box 1299
Green River, WY 82935

September 10, 2026

Dear Rock Springs - Green River Joint Powers Water Board:

Enclosed please find a copy of the Resolution adopted by Tanager Bank's Board of Directors which constitute our application to be designated as a depository for Rock Springs - Green River Joint Powers Water Board funds for 2026, and to provide eligible collateral to secure any funds deposited in Tanager Bank by RSGRJPWB.

If you have any questions concerning this letter or enclosed resolutions, please contact me at 307-413-6033 or mhoggan@tanagerbank.com.

Marina Hoggan

Respectfully,

Marina Hoggan
Founder/CFO/ Corporate Secretary

Board Resolution

WHEREAS, it is necessary for Tanager Bank (name of bank or credit union) to properly secure the Treasurer of the State of Wyoming (the "Treasurer") for all monies deposited in the bank or credit union by the Treasurer or on behalf of the Treasurer by various State of Wyoming agencies and departments; and

WHEREAS, no deposit will be made in the bank or credit union by the Treasurer unless the deposit is properly secured, and the giving of proper security is one of the considerations for receiving the deposits; and

WHEREAS, the Treasurer is willing to receive securities designated by laws of Wyoming as legal collateral security as security for the deposit;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the bank or credit union (the "Board") that any 1 (one) (# of authorized signers) of the following named persons, officers of the bank or credit union, are hereby authorized and empowered to pledge to the Treasurer securities of the bank or credit union as may be legal for collateral security for deposit of public funds, and which the Treasurer is willing to accept as collateral security, and in such amounts and at such time as the Treasurer and bank or credit union officers may agree upon:

Officer's Name

Title

Marina Hoggan

CFO

Myriah McCullough

Director of Accounting

Samantha Maxfield

Reconciliations

Jamie Hartley

Bookkeeping

(If the bank or credit union would like to include more officers, attach a page with additional names and titles and note here to see attachment.)

BE IT FURTHER RESOLVED that this authority given to the officers of the bank or credit union named herein to furnish collateral security to the Treasurer shall be continuing and shall be binding upon the bank or credit union until the authority given to the bank or credit union officers named herein is revoked or superseded by another resolution of this Board, verified copy of which shall be delivered by a representative of the bank or credit union to the Treasurer or mailed to the Treasurer by registered mail. The right given the officers named herein to pledge security as collateral also includes the right to pledge additional collateral security and to withdraw such collateral as the Treasurer is willing to surrender and the right to substitute one piece or lot of collateral for another, provided the Treasurer is willing to make such exchange or substitution.

BE IT FURTHER RESOLVED that the bank or credit union officers named herein are fully authorized and empowered to execute in the name of such collateral pledge agreement in favor of the Treasurer as the Treasurer may require, and any collateral pledge agreement so executed or any act done by the bank or credit union officers named herein under the authority of this Resolution shall be as binding and effective upon the bank or credit union as though authorized by specific Resolution of the Board.

CERTIFICATE

I, Marina Hoggan

Secretary Assistant Secretary (circle one) of

Tanager Bank

(name of bank or credit union) do hereby certify that the

foregoing is a true and correct copy of a Resolution adopted by the Board of Directors at a valid meeting thereof or by action taken by written consent effective as of April 10th, 2026 and that the Resolution has not been rescinded or modified and is now in full force and effect.

IN WITNESS WHEREOF, I hereto subscribe my name and affix the seal of the bank or credit union on this 7 day of September, 2026.

(CORPORATE SEAL)

Name: Marina Hoggan

Title: CFO

Please scan and email to sto-pubdep-tdoa@wyo.gov





September 17, 2026

Governing Body
CITY OF GREEN RIVER WYOMING-
CITY OF ROCK SPRINGS WYOMING-
SWEETWATER COUNTY, STATE OF WYOMING
JOINT POWERS WATER BOARD
PO Box 1299
Green River WY 82935

Dear Joint Powers Water Board Members:

The undersigned is a public officer or public servant who invests public funds or has the authority to decide how public funds are invested on behalf of the City of Green River Wyoming – City of Rock Springs Wyoming – Sweetwater County State of Wyoming, Joint Powers Water Board (“the Board”). Pursuant to Wyoming Stat. § 6-5-118(a), I am hereby disclosing that, to the best of my knowledge, I either transact personal business with, have a financial interest in, or have received a pecuniary benefit from, the following entities or institutions that provide any services to the Board related to the investment of public funds:

Yes ___ No ___ Tanager Bank

I understand that for purposes of this provision, a pecuniary benefit includes benefits in the form of services including, but not limited to, transportation and lodging.

I am hereby disclosing any fiduciary obligations to any of the **above-named entities** as an officer or Director by stating below:

I serve as an Officer ___ or Director ___ of the _____

I request that submission of this letter be made a part of the record of proceeding for this meeting.

Very Truly Yours,

«First_Name» «Last_Name»
«Company_Name»

CHANGE ORDER NO. 1

Owner: GR-RS-SC Joint Powers Water Board Owner's Project No.: CoLPrNum
Engineer: Sunrise Engineering Engineer's Project No.: 7265
Contractor: Prospect Construction Inc. Contractor's Project No.:
Project: Crossroads Pump Station
Contract Name: GR-RS-SC JPWB Crossroads Pump Station
Date Issued: September 1, 2026 Effective Date of Change Order: TBD

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

Description:

See Attached Exhibit A – Description of Change Order Purpose

Attachments:

Exhibit A – Description of Change Order Purpose (with cost breakdown)

Change in Contract Price		Change in Contract Times [State Contract Times as either a specific date or a number of days]	
Original Contract Price:		Original Contract Times:	
\$ 16,768,443.00		Substantial Completion:	TBD After Notice to Proceed
		Ready for final payment:	TBD
Previous Change Orders:		Change in Contract Time Previous COs	
\$ 0		Substantial Completion:	0 Calendar Days
		Ready for final payment:	0 Calendar Days
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 16,768,443.00		Substantial Completion:	435 Calendar Days
		Ready for final payment:	465 Calendar Days
Total this Change Order:		Change in Contract Time this Change Order:	
\$ 409,397.34		Substantial Completion:	0 Calendar Days
		Ready for final payment:	0 Calendar Days
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 17,177,840.34		Substantial Completion:	435 Calendar Days
		Ready for final payment:	465 Calendar Days

Recommended by Engineer (if required)

By:



Title: Project Engineer

Date: 9/11/2026

Authorized by Owner

By:

Title: Project Manager

Date: Date Issue

Accepted by Contractor

Approved by Funding Agency (if applicable)

GR-RS-SC JPWB Crossroads Pump Station – Change Order #1

EXHIBIT A – DESCRIPTION OF CHANGE ORDER PURPOSE

Background- In procuring 30-inch valves, the contractor was having difficulty finding a supplier that could meet a reasonable delivery schedule with some going as long as 28 weeks. This resulted in analysis of how to install a placeholder in the steel pipe for a future valve delivery then returning later in the project to install the valve.

Dismantling Joint - The dismantling joint and a blank pup were proposed by the contractor as an option with the dismantling joint remaining as a permanent feature. (This difficulty applied to the steel pipe portion of the project and not the PVC portion.)

The JPWB and City considered this dismantling joint option and could see benefit to having a dismantling joint for future valve replacement and for initial fit-up. After review of valve locations, three of the valves located at the 20-inch AC tie-in were determined to have minimal value to be gained by adding dismantling joints due to the presence of a large thrust block that will likely interfere with the dismantling joints. These three valves were to be excluded from further dismantling joint review.

This left three valves where dismantling joints could be of future benefit. The locations were as follows:

Sta. 18+35

Sta. 31+95

Sta. 37+70

Additional Valve - In addition to the dismantling joints at existing valves, a valve and dismantling joint at Station 28+47 was identified as being needed just past the north end of the casing under Foothill Blvd for water circulation and operation reasons. Without this valve it will not be possible to maintain service in the 12-inch pipeline to the KOA and beyond were the crossing under I-80 closed. Figure 1 depicts the location of the valve. The price for this valve is set under bid item 16 at \$57,500.00, but the dismantling joint would be extra.

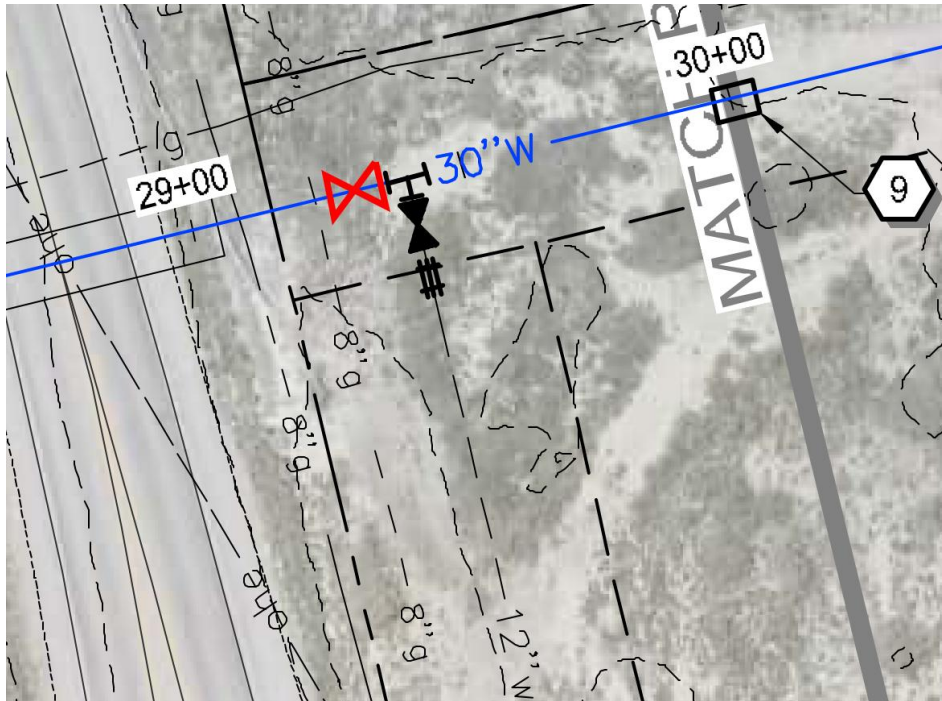


Figure 1 Additional Valve Location (red)

Benefits - In the case of steel pipe, the primary benefit of the dismantling joint lies in the ability to provide clearance to remove and replace an existing valve with a new valve of similar or slightly different lay length. The dismantling joint also provides clearance for gasket assembly and eliminates tension stresses on adjacent pipe as the valve and joint bolts are torqued. The joints will also help with initial fit-up by providing an additional degree of flexibility.

The addition of the valve is required to minimize disruption when isolating the I-80 crossing. This valve will allow the crossing to be isolated while maintaining full service to downstream customer.

Benefits Summary - JPWB views dismantling joints as a project benefit for the following reasons:

- Provide for future maintenance
- Assist in assembly of initial project
- May shorten schedule of initial construction by providing flexibility with valve delivery dates

The additional valve's benefit has been discussed in the previous section.

Cost - The cost of the dismantling joints consists of three major components that include:

- Material Purchase and Shipping
- Labor to place, fit-up, bond, and wrap for a complete installation
- Markup of Overhead and Profit

The change order will also include the single direct bury valve at station 29+47. The valves cost was established in the original bid. In total, the dismantling joints and valve will add \$209,397.34 to the project contract.

Valve Location	Costs			Total Cost	Type of Dismantling Joint	Notes
	Bare Materials	Labor	Markup Per C-700 13.01			
18+35	\$ 22,931.25	\$ 3,795.40	\$ 4,009.00	\$ 30,735.65	Restrained	Restraint due to vertical angle at 18+40
29+47				\$ 57,500.00		New direct bury valve for to provide flow circulation flexibility
29+47	\$ 22,931.25	\$ 3,795.40	\$ 4,009.00	\$ 30,735.65	Restrained	Restraint due to location near casing
31+95	\$ 16,010.01	\$ 3,795.40	\$ 2,970.81	\$ 22,776.22	Unrestrained	
37+70	\$ 55,030.53	\$ 3,795.40	\$ 8,823.89	\$ 67,649.82	Restrained	Restraint Required about 15 feet from bend
			Total Cost	\$ 209,397.34		

Force Account – With this change order, the JPWB will also establish a force account fund for future issues that may arise during construction. It is recognized that the use of this account will have a similar approval process to that of a change order and will be subject to funding agency approval before each instance of use.

The amount of the force account funding is proposed at \$200,000 with this change order.

Agency Limitations – The dismantling joints, valve, and force accounts may be viewed differently by the WWDO funding program and the SRF funding program. If the proposed change is an enhancement or scheduling benefit and not necessarily required for basic operation, that change is not eligible for WWDO grant funding. The WWDO reviews any change from a “needs” vs. “want” lens in determining if it is eligible for program funding.

Dismantling Joints - In the case of the dismantling joints the “need” is present and there are some immediate benefits in the assembly the initial project. Future work on the system; such a valve repair, is when the benefit will be most realized. Initial indications are that the dismantling joints will not be eligible for WWDO grant funding.

Additional Valve – The additional valve will allow continued service to the KOA and other facilities using the 12-inch main were there to be a need to shutoff the pipeline under I-80. This valve in that case is needed to maintain service to the 12-inch main going west. If the WWDO views this reason as a “need” it will be eligible for funding.

The SRF program will fund these changes by adding to the loan component of the project.

SPECIAL PROVISION

MEASUREMENT AND PAYMENT

SECTION SP01019

Add the following paragraphs to these respective sections.

01019.3 PAYMENT

01019.3.6 FORCE ACCOUNT

The Force Account amount has been added by Change Order in an amount established by the Owner. Change Order #1 established a force account item in the amount of \$200,000.

The force account bid item is to be used at the sole discretion of the Owner. Force Account work must be related to the base project and have approval prior to starting the work. Force Account work will be addressed for each instance in which it is required to be used. Force Account items cannot be a running total throughout the project. Each instance of force account use must also be approved by the Wyoming Water Development Office and the SRF funding agencies.

Payment made to the Contractor for such work is compensation in-full for the work performed for a completed project feature in a final long term service condition. Payment will be made based on hourly rate, unit costs or lump sum totals as submitted prior to doing the work.

The Contractor shall supply, an hourly rate sheet covering all equipment and personnel within his organization. Hourly rates for equipment shall include the operator and CONTRACTOR's overhead and profit. Note that hourly rates shall include operator and other personnel rates in conformance to Davis Bacon requirements. The hourly rate sheet of the successful bidder, if approved by the OWNER, will establish the CONTRACTOR's personnel and equipment force account rates for the extent of the project.

Cost documentation for work performed by force account must be provided with any use of the force account. Documentation to include the following as separate line items:

- Materials
- Labor
- Overhead and Profit

Materials and supplies required under Force Account Work will be paid at 15% above supplier invoice costs. Costs for non-CONTRACTOR-owned equipment rentals will be paid at 10% above rental invoice cost. Invoices must be supplied to support material and equipment rental costs. Small tools shall have a 2% markup.

If authorized Force Account Work requires equipment and personnel already onsite, additional mobilization and demobilization costs will not be paid. If Force Account Work requires offsite equipment and personnel, reasonable mobilization and demobilization costs, as negotiated in advance, will be paid.

If the amount of a Force Account item is expected to exceed the force account budget, it must be presented as a Change Order. There is no guarantee that the force account will be expended.

GR/RS/SW Co. Joint Powers Water Board
2026-2027 1-1/2 Ton HD Truck Bids
September 3, 2026 - 5:00 p.m.

Bidder	Meets Specs	Bid Price
Greiner Ford - Casper	YES*	\$ 66,885.00
First Choice Ford - Rock Springs	YES	\$ 74,969.00
Ken Garff Ford - Cheyenne	YES	\$ 72,107.20
Apparent low bidder		

* - Does not include trade-in of 2007 Ford Explorer



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HYDRORAKE SYSTEMS DIVISION

QUOTATION:	RQ2607 R1
DATE:	September 02, 2026
MODEL:	ST9000 Chassis
ATLAS POLAR REFERENCE:	AP22607
PREPARED FOR:	Justin Agerton
COMPANY:	Green River, Joint Powers Water Board
PREPARED BY:	 Signature



58 NORTHLINE ROAD, TORONTO, ON M4B 3E5 TEL: (416) 751-7740; FAX: (416) 751-2094 EMAIL: MFG@ATLASPOLAR.COM;
WEBSITE: WWW.ATLASPOLAR.COM QUOTATION:

RQ2607 R1



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Atlas Polar is pleased to provide quotation # **RQ2607 R1** for a ST9000 HydroRake Chassis Switch-out System for the **Green River, Site # 9309**.

Benefits of choosing an Atlas Polar HydroRake

- **Increase efficiency** with raking available 24 hours a day.
- **Eliminate worker injury** that can occur manually raking.
- **Purchase with confidence** with the industry leader in HydroRakes.
- **Technical Support** available for the life of the unit.

Features of the Atlas Polar ST9000 HydroRake

- Lifting capacity of 1500 lbs. of debris
- PLC controlled automated system with options for remote operation and start up based on time/day, level differential, and time intervals.
- HMI user interface for ease of set-up and interval programming.
- Winter warm-up mode for cold climate applications.
- Boom and oil heaters for temperatures as low as -30 °c.
- Reach depths of up to 34 ft. with a telescopic boom.
- Installation upstream of the intake to minimize deck space required.
- Nema 4 enclosure available for outdoor control panel installation.
- Stainless steel package available for salt water applications.
- Trailing polypropylene brush for rack penetration and to minimize spillage.
- No hydraulic hoses or electrical lines enter the water.
- Dry contacts for remote operation and monitoring.
- Available conveyor system for debris handling.
- Triple stage boom available for low clearance applications.
- Integrated maintenance scheduling on the HMI.



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PRICING

COMPONENT	DESCRIPTION	PRICE
ST9000 HydroRake	Electro-Hydraulic Raking System	\$ 225,675.00 USD
Wireless Pendant	Controller	\$ 5,850.00 USD
Spare Parts	Package	\$ 4,500.00 USD
Wired	Pendant Controller	Included
ST9000	Control Panel to go inside existing enclosure	Included
Boom	Telescopic with Rakehead	Included
Festoon Cables	From Unit to Control Panel	\$ 5,945.00 USD
Travel Chain	To replace existing 80' of chain	\$ 1,735.00 USD

Equipment Supply Total Amount	\$ 243,705.00 USD
Delivery to the nearest truck access	\$ 16,650.00 USD
Installation Estimation Amount	\$ 15,360.00 USD*

Total Amount \$ 275,715.00 USD**

***Installation/training time is estimated at 6 days (2 days travel, 4 days on-site) with 2 support workers provided by customer.**

(Charged at \$2,560 per day; 3 days minimum)



Atlas Polar Project Scope:

- ST9000 automatic HydroRake chassis, 480 vac.
- NEMA 12 control panel 480 vac.
- Remote unit status contacts, i.e. start, stop, running and alarm condition.
- All standard hardware, 120' of control wire (festoon system) to complete installation, including 80' of travel chain and chain brackets for ST9000 unit.
- Delivery to site (nearest trailer access) see pricing.
- Installation supervisor (see pricing).
- Spare parts kit.
- Wireless radio pendant controller (optional).
- Telescopic boom with rake head.
- Three (3) O/M manuals with as built drawings.
- Operation and Maintenance school at the completion of the installation (1 day).

Customer Project Scope:

- Crane services to off-load and position equipment.
- Three phase power supply with breaker wired to the control panel and hook-up.
- All conduits where required.
- Removal of existing handrails and/or any operational interference.
- All grounding where required.
- Any and all grouting where required.
- All permits, licenses, bonds or taxes, if applicable.
- Labor for removal and installation of equipment.



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ST9000 Technical Specifications:

1.0 MECHANICAL AND STRUCTURAL DESCRIPTION

- 1.1. MATERIALS OF CONSTRUCTION
- 1.2. CAPACITIES
- 1.3. ELECTRICAL SYSTEM
- 1.4. EXTREME TEMPERATURE OPERATION
- 1.5. PAINT
- 1.6. LIGHT

2.0 MODES OF OPERATION

- 2.1. CONTINUOUS OPERATION
- 2.2. INTERMITTENT OPERATION
- 2.3. SHORT RAKING DEPTH
- 2.4. HAND HELD CONTROLLER

3.0 TERMS OF PAYMENT

- 3.1. PAYMENT
- 3.2. SPECIFICATION
- 3.3. INSTALLATION AGREEMENT

4.0 DELIVERY

5.0 VALIDITY

6.0 WARRANTY

7.0 PRELIMINARY INSTALLATION DRAWINGS

8.0 GENERAL SITE CONDITIONS

9.0 TERMS AND CONDITIONS



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1.0 MECHANICAL AND STRUCTURAL DESCRIPTION

1.1. MATERIALS OF CONSTRUCTION

All structural components are constructed using standard mild steel designated ASTM-A36/CSA44W 36,000 psi minimum yield point. The supporting rail structure is designed to resist the maximum bending moment at maximum lift at center span.

1.2. CAPACITIES

The HYDRORAKE will have a boom assembly capable of raking **16 ft.** on an angle of **10° degrees** from the vertical. The lift will be **1500 lbs.** with a pressure exerted in ward.

Effective raking width will be **3 ½ ft.** raking every **3 ft.** Estimate **2** minutes (maximum depth is variable) required at every raking position which includes time to travel to next position. Therefore, **17** rake positions are required resulting in a total raking time for the intake of approximately **48** minutes.

Maximum water velocity of **5 ft. /s.** (direct flow) as measured at the intake racks.

1.3. ELECTRICAL SYSTEM

The electrical system is contained in a separate control panel and includes PLC controls, relays, timers, micro switches, motor contactors with overload protection, external alarm contacts, fuses and door mounted switches as required for the modes of operation described in Section Two. Supply **480V**, 3 Phase is to be supplied by the customer at a location to be determined.

1.4. EXTREME TEMPERATURE OPERATION

For extreme cold, heaters are installed in the oil reservoir electrical control panel and boom support assembly. All are thermostatically controlled.



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1.5. PAINT

- Blast - SSPC – SP10
- Prime - 1 coat carbozinc 859 2-3 mil dft.
 - 1 coat carbozinc 890 2-3 mil dft.
- Paint - 1 coat carbozinc 13 HB 2-3 mil dft.
- Colour - RAL7037

1.6. LIGHT

A light is mounted on the bottom of the travelling chassis and is specifically adjusted to illuminate the raking area. An OFF/ON switch is located on the HMI control screen.



2.0 MODES OF OPERATION

2.1. CONTINUOUS OPERATION

The machine will operate continuously during the heavy trash season to minimize head loss. The continuous mode is selected manually at the control panel.

2.2. INTERMITTENT OPERATION

The intermittent mode is activated four (4) ways:

- a) A start switch located on the HMI control screen and/or remote operation via dry contact.
- b) By an adjustable timer. The timer can be set hourly, daily and weekly. The timer is located and set from the HMI control screen.
- c) Level Differential Start Contacts (signal and differential controls provided by others).
- d) Hand-held wireless pendant station.

2.3. SHORT RAKING DEPTH

In either of the above modes, the rake head will extend into the water only a short distance. The second depth is determined during installation and is selected manually at the HMI Control Screen.

2.4. HAND HELD WIRELESS CONTROLLER (Optional)

The remote mode is activated by selecting manual mode on the HMI control screen. The control panel is bypassed and all functions are controlled by the operator utilizing the manual pendant (travel direction, raking direction, raking depth and on/off). All systems, both electrical and hydraulic are overload protected with manual reset required at the control panel.



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3.0 TERMS OF PAYMENT (Subject to credit approval)

3.1.

- (1) Twenty percent (20%) upon placement of order.
- (2) Twenty percent (20%) on approval of submittal data or general arrangement drawing.
- (3) Fifty percent (50%) upon shipment date or readiness to ship.
- (4) Ten percent (10%) upon completion of installation or 30 days after shipping.

All of the above due net 30 days. All applicable taxes including duty (tariffs) and brokerage are extra. Prices provided are based on the terms and conditions shown in this quotation. Approved submittal or general arrangement drawing by customer due 2-4 weeks from date of submission to customer. If delay by customer, there may be an additional price increase.

3.2. SPECIFICATIONS

Equipment which we supply will meet or exceed the specifications shown above. Modifications are available at additional cost, subject to Atlas Polar engineering approval. If your tender specifications are supplied prior to our quote, we will note their receipt, and meet where possible any changes requested from standard.

Tender specifications received [☐] Tender specifications not received [☒]

Date: _____

Specification #: _____

3.3. INSTALLATION AGREEMENT (If applicable)

When an installation date has been arranged a copy of the Atlas Polar Installation Agreement Form will be sent to your company for your approval and consent. If a delay does occur after approval, additional charges could occur.

During installation, our crew must be able to access the site and work from Monday to Saturday from 7:00 am to 5:30 pm. If access is not possible during this time additional charges could be applicable.



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4.0 DELIVERY

Atlas Polar will deliver and install 18-20 weeks from date of returned submittal approval. Design submittal will be sent 4-6 weeks from date of accepted Purchase Order by Atlas Polar.

5.0 VALIDITY

Price quoted herein is valid for thirty (30) days.

6.0 WARRANTY

Atlas Polar Company Limited warrants the HydroRake System to be free from defects in materials or manufacture for a period of one year or 2000 hours, whichever comes first, from the installation date or from ship date if installed by others. Atlas Polar will furnish, without cost, parts required to correct defects in material or manufacture, within the period of the warranty.

Warranty does not apply to any defect which has arisen due to normal wear, negligence, insufficient maintenance, incorrect type of hydraulic oil, use of spare parts other than original parts or other reasons not within Atlas Polar's control. During the Warranty period, Atlas Polar reserves the right to repair or replace the defective goods at its sole discretion.



8.0 GENERAL SITE CONDITIONS

Atlas Polar will complete arrangements to supervise or install the HydroRake equipment on site, on the agreed upon delivery date. The following items are considered to be part of our quotation covering site installation and are intended to avoid problems on site.

- 8.1** It is understood that construction work, concrete work and rack reposition or installation required to enable Atlas Polar to start and complete HydroRake installation, will be complete before Atlas Polar is called on site.
- 8.2** It is understood that 3 phase power will be available on site, and pre-wired to the prearranged rake panel location, before Atlas Polar is called on site. (Customer is responsible for wiring 3 phase power into HydroRake control panel.) It is also understood that 110 volts AC will be available on site, and hard wired to a location easily accessible for Atlas Polar portable tools, before Atlas Polar is called on site.
- 8.3** It is understood that if the delivery time for the rake is extended by the customer more than 30 days past the agreed upon delivery date, then the equipment will be invoiced, and becomes due and payable, as if it had been shipped. It is also understood that if a new installation date becomes necessary, Atlas Polar will receive a minimum of two (2) weeks' notice. Preparation for a new installation date by Atlas Polar may require up to four (4) weeks.
- 8.4** It is understood that Atlas Polar HydroRake is offered F.O.B. site, off-loading charges and crane charges for locating equipment at site will be to the account of the customer. If equipment is not available, then the cost of renting equivalent equipment will be invoiced by Atlas Polar at cost to customer.
- 8.5** It is understood that Atlas Polar will not be called on site if a labour dispute is in progress which will stop Atlas Polar from initiating installation of the equipment.
- 8.6** It is understood that as part of the installation procedure, Atlas Polar will allow one full working day for training and instruction of customer's service and operations personnel. It is also understood that the customer's service and operations personnel will be available for this training during the installation period.
- 8.7** It is understood that should Atlas Polar experience additional site installation costs, as a result of having been called on site before preparations above have been completed, then Atlas Polar will invoice and be paid for the additional costs involved. These will include travelling and living expenses at cost, plus labour at a standard charge out rate of \$125.00 per hour.



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- 8.8** During installation, our crew must be able to access the site and work from Monday to Saturday from 7:00 am to 5:30 pm. If access is not possible during this time additional charges could be applicable.
- 8.9** It is understood that our quotation includes three operations and maintenance manuals, extra manuals available at \$150.00 per item.
- 8.10** With available supply voltages of 120, 208, 220, 440 or 575 VAC a variation of $\pm 10\%$ is allowable. During hydraulic motor start-up a 0.20 second drop of 25% of supply voltage is allowable. Motor to be started is five (5) horsepower.



9.0 EQUIPMENT ORDERS TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR SALE OF GOODS;

These Terms and Conditions govern all orders for the sale of Goods and or Services from the Seller to the Buyer. They exclude any other terms and conditions that the Buyer may refer to, offer, or rely on during negotiations or at any point in the exchange between the parties. This includes any standard or printed terms provided by the Buyer.

1. PAYMENT TERMS:

- a) Customers with a Cash on Delivery (COD) designation are required to follow these payment guidelines:
1. Payment Requirement: Full payment for the order must be made prior to shipping.
 2. Shipping Process: The shipment of goods will only occur once payment has been confirmed.
 3. Payment Methods: Customers can make payments through accepted methods as outlined at the time of sale.
 4. No Exceptions: This policy applies without exceptions to ensure a smooth transaction process.

OR

- b) For customers with Atlas Polar approved credit, and in good standing, terms require that payment be made, as stated on the quote, and are within 30 days from the date of the original invoice. If the payment is not made within this timeframe, the seller reserves the right to increase the unpaid balance by 1.5% per month. This increase is applied to the outstanding amount but will not exceed the maximum interest rate permitted by law. This clause is designed to encourage timely payment while allowing the seller to recoup some of the potential losses incurred due to late payment.

2. PRICING:

The pricing provided will remain valid for the time stated on the quotation, from the date of the quotation. Please be aware that the quoted prices do not include any applicable provincial, local, federal, or state taxes, or any tariff-related taxes. Atlas Polar reserves the right to alter prices at any time without prior notice and without any obligation.

3. FREIGHT:

The shipping method is chosen by the Seller, Prepaid and Charged, or as stated on the quotation. The Buyer is responsible for all and any shipping expenses, including but not limited to shipping insurance, duties, brokerage fees, tariffs, and taxes (if applicable) and will be charged as applicable, to nearest truck access. If the Buyer requires additional shipping insurance, they will be invoiced accordingly for the cost. Tariff charges are invoiced after shipping at time of receipt from our broker. All shipments are designated FOB nearest truck access, as stated on the quotation. This means that responsibility for the goods transfers to the buyer once they arrive at FOB point nearest truck access to site.

4. DELIVERY DATES:

All delivery and dispatch dates provided are approximate and for informational purposes only. Atlas Polar shall not be held liable for any delays in the delivery of goods. Customers are encouraged to plan accordingly and understand that unforeseen circumstances may impact delivery times.

5. RETURNS AND CANCELLATIONS:

Electronic, custom and specialized parts are non-returnable and non-cancellable. A 20% restocking fee will be applied to all unopened items returned within 15 days. Returns must be authorized by Atlas Polar prior to shipment. Customers are responsible for all costs associated with shipping products back to Atlas Polar for any returns. It is the customer's responsibility to ensure they select spare or replacement parts that meet the correct specifications and technical descriptions. Any information or advice provided by Atlas Polar regarding the suitability of spare or replacement parts is for guidance only and shall not be binding.



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6. WARRANTY:

1. Atlas Polar Company Limited warrants the Atlas Polar products to be free from defects in materials or workmanship for a period of one (1) year, or as stated on the quotation, from the date of delivery to the purchaser.
2. During the Warranty period, Atlas Polar will repair or replace the defective goods at its sole discretion.
3. This warranty does not cover the repair or damage or failure brought about by abuse, neglect, wear and tear, improper installation, or where evidence exists that the equipment has been repaired, tampered with, altered by unauthorized personnel or used for other than the purpose for which it was intended. Such judgments shall be made at Atlas Polar's sole discretion.
4. Atlas Polar Company Limited shall in no event be liable for consequential damages or contingent liability related to the failure of the product to operate properly.

7.FORCE MAJEURE:

Atlas Polar shall not be liable for failure to perform any of its obligations under this Agreement when such failure is due to causes beyond its reasonable control, including but not limited to fire, flood, storm, earthquake, acts of God, Covid strikes or other labour disputes, war, terrorism, inability to obtain labour or materials, civil insurrection, or the actions of any government or governmental or public authority.

8. OWNERSHIP TITLE:

Upon full payment of this agreement, title shall be passed to the customer free and clear of any and all liens and encumbrances.

10.5 Customer Review and Acceptance

Customer: _____

Date: _____

Name: _____

Title: _____

Signature: _____

AMENDMENT NO. 5 TO
PRODUCT SUPPLY AGREEMENT
BETWEEN
AIR PRODUCTS AND CHEMICALS, INC.
AND
CITY OF GREEN RIVER, WYOMING, CITY OF ROCK SPRINGS, WYOMING AND
SWEETWATER COUNTY, STATE OF WYOMING
JOINT POWERS WATER BOARD

THIS AMENDMENT, dated and effective this 18th day of August 2026, by and between AIR PRODUCTS AND CHEMICALS, INC. (“Seller”) and CITY OF GREEN RIVER, WYOMING, CITY OF ROCK SPRINGS, WYOMING AND SWEETWATER COUNTY, STATE OF WYOMING JOINT POWERS WATER BOARD (“Buyer”).

WITNESSETH:

WHEREAS, Seller and Buyer are parties to a Product Supply Agreement dated October 1, 1998 (as amended, the “Agreement”) for the supply of oxygen to Buyer’s facility in Green River, WY; and

WHEREAS, the parties now wish to amend certain aspects of the Agreement.

NOW, THEREFORE, Seller and Buyer have agreed to amend the Agreement as follows, intending to be legally bound hereby:

1. Effective October 1, 2026, Attachment 1 of the Agreement shall be deleted in its entirety and replaced with a new Attachment 1 in the form attached hereto.

Except as expressly set forth herein, all of the terms and conditions of the Agreement shall remain unchanged and continue in full force and effect.

This Amendment and the Agreement constitute the entire agreement and understanding between the parties to this Amendment with respect to the matters covered by this Amendment and supersedes any and all prior agreements or understandings, written or oral, with respect to such matters.

IN WITNESS WHEREOF, the parties have caused this Amendment to be signed by their duly authorized representatives as of the day and year first above written.

ACCEPTED AND AGREED TO:
JOINT POWERS WATER BOARD

ACCEPTED AND AGREED TO:
AIR PRODUCTS AND CHEMICALS, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT 1 TO PRODUCT SUPPLY AGREEMENT

Dated October 1, 1998, Between

Air Products and Chemicals, Inc. ("Seller")

and Joint Powers Water Board ("Buyer")

Amended and Replaced by Amendment No. 5

1. **Product:** Oxygen
2. **Initial Term:** Extended through April 30, 2031, and continuing thereafter in accordance with Section 3.1 of the Agreement.
3. **Specifications:** Oxygen - Liquid: Not less than 99.5% Oxygen – Liquid Medical: Not less than 99.0%
Inerts: Not more than 0.5% Odor: None
Dew Point: Minus 80°F or lower
4. **Measurement:** The unit of measurement for all purposes hereunder shall be one cubic foot of gas measured at a temperature of 70°F, at a pressure of 14.7 psia and dry, herein referred to as Standard Cubic Foot ("SCF" or "FTS").
5. **Designated Location(s):** Green River, Wyoming
6. **Installation Costs:** Seller may charge Seller's standard freight charges and standard rigging costs for Equipment installation.
7. **Invoice:**

Designated Location	Unit Price* per 1000 SCF	Monthly Charge* per month	Hazmat Charge per delivery	Delivery Charge per delivery	Cyber Security per delivery	Restricted Access per delivery	Telemetry Charge per month	Estimated Monthly Volume (SCF)
Green River, WY	\$27.48	\$7,234.38	\$190.00	\$145.00	\$120.00	\$205.00	\$125.00	1,130,320

**Unit Price and Monthly Charge shall be held firm through February 28, 2027, and thereafter, are each subject to increase in accordance with this Section 7A of this Attachment.*

- A. **Unit Price and Monthly Charge Adjustment.** The Unit Price and the Monthly Charge (which together comprise Seller's "price" for Product) are each subject to an annual increase not to exceed 10%. This paragraph does not apply to adjustments in the Unit Price or Monthly Charge due to changes in the "Estimated Monthly Volume" or due to replacement or addition of Equipment, nor does this paragraph apply to the assessment of or increase in Other Charges under this Agreement.
- B. Other charges include:
 - a. **Hazmat and Delivery Charges** in the table above are subject to adjustment upon not less than 15 days prior written notice.
 - b. **Service Plus Charges** may apply based on Seller's then prevailing and applicable service schedule and rates. Current schedule and rates can be found in the APDirect customer portal (link at <http://www.airproducts.com/serviceplus>).
 - c. **Notwithstanding anything to the contrary in the Agreement, surcharges** may be assessed in order for Seller to recover increases in its production or delivery costs (e.g., increases in the cost of diesel fuel, natural gas and/or electric power, or increases arising out of utility deregulation, or change in laws).

8. Producing Facilities and Estimated Monthly Volume:

- A. Seller may deliver Product from other sources; however, Seller's specification, Price and delivery obligations are predicated on furnishing Buyer's requirements of Product from Seller's producing facilities located within 200 miles of the Designated Location.
- B. Buyer's estimated monthly consumption of Product ("Estimated Monthly Volume") is as set forth in the chart above. Seller is not obligated to supply more than 120% of the Estimated Monthly Volume. To the extent Buyer has requirements for Product in excess of 120% of this Estimated Monthly Volume in any rolling 12-month period ("Excess Product") and to the extent Seller deems that it has Excess Product available for Buyer, Buyer will purchase such Excess Product requirements from Seller and will pay any additional costs incurred by Seller to supply Excess Product. If Buyer's monthly requirements are less than 80% of this Estimated Monthly Volume in any rolling 12-month period, Seller may upon 15 days' prior written notice adjust the Estimated Monthly Volume, Unit Price, and Monthly Charge for the remaining Term.

AMENDMENT NO. 5 TO
PRODUCT SUPPLY AGREEMENT
BETWEEN
AIR PRODUCTS AND CHEMICALS, INC.
AND
CITY OF GREEN RIVER, WYOMING, CITY OF ROCK SPRINGS, WYOMING AND
SWEETWATER COUNTY, STATE OF WYOMING
JOINT POWERS WATER BOARD

THIS AMENDMENT, dated and effective this 18th day of August 2026, by and between AIR PRODUCTS AND CHEMICALS, INC. (“Seller”) and CITY OF GREEN RIVER, WYOMING, CITY OF ROCK SPRINGS, WYOMING AND SWEETWATER COUNTY, STATE OF WYOMING JOINT POWERS WATER BOARD (“Buyer”).

WITNESSETH:

WHEREAS, Seller and Buyer are parties to a Product Supply Agreement dated October 1, 1998 (as amended, the “Agreement”) for the supply of oxygen to Buyer’s facility in Green River, WY; and

WHEREAS, the parties now wish to amend certain aspects of the Agreement.

NOW, THEREFORE, Seller and Buyer have agreed to amend the Agreement as follows, intending to be legally bound hereby:

- 1. Effective October 1, 2026, Attachment 1 of the Agreement shall be deleted in its entirety and replaced with a new Attachment 1 in the form attached hereto.

Except as expressly set forth herein, all of the terms and conditions of the Agreement shall remain unchanged and continue in full force and effect.

This Amendment and the Agreement constitute the entire agreement and understanding between the parties to this Amendment with respect to the matters covered by this Amendment and supersedes any and all prior agreements or understandings, written or oral, with respect to such matters.

IN WITNESS WHEREOF, the parties have caused this Amendment to be signed by their duly authorized representatives as of the day and year first above written.

ACCEPTED AND AGREED TO: JOINT POWERS WATER BOARD	ACCEPTED AND AGREED TO: AIR PRODUCTS AND CHEMICALS, INC.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ATTACHMENT 1 TO PRODUCT SUPPLY AGREEMENT

Dated October 1, 1998, Between

Air Products and Chemicals, Inc. ("Seller")

and Joint Powers Water Board ("Buyer")

Amended and Replaced by Amendment No. 5

1. **Product:** Oxygen
2. **Initial Term:** Extended through April 30, 2033, and continuing thereafter in accordance with Section 3.1 of the Agreement.
3. **Specifications:** Oxygen - Liquid: Not less than 99.5% Oxygen – Liquid Medical: Not less than 99.0%
Inerts: Not more than 0.5% Odor: None
Dew Point: Minus 80°F or lower
4. **Measurement:** The unit of measurement for all purposes hereunder shall be one cubic foot of gas measured at a temperature of 70°F, at a pressure of 14.7 psia and dry, herein referred to as Standard Cubic Foot ("SCF" or "FTS").
5. **Designated Location(s):** Green River, Wyoming
6. **Installation Costs:** Seller may charge Seller's standard freight charges and standard rigging costs for Equipment installation.
7. **Invoice:**

Designated Location	Unit Price* per 1000 SCF	Monthly Charge* per month	Hazmat Charge per delivery	Delivery Charge per delivery	Cyber Security per delivery	Restricted Access per delivery	Telemetry Charge per month	Estimated Monthly Volume (SCF)
Green River, WY	\$27.48	\$7,234.38	\$190.00	\$145.00	\$120.00	\$205.00	\$125.00	1,130,320

**Unit Price and Monthly Charge shall be held firm through February 28, 2027, and thereafter, are each subject to increase in accordance with this Section 7A of this Attachment.*

- A. **Unit Price and Monthly Charge Adjustment.** The Unit Price and the Monthly Charge (which together comprise Seller's "price" for Product) are each subject to an annual increase not to exceed 8%. This paragraph does not apply to adjustments in the Unit Price or Monthly Charge due to changes in the "Estimated Monthly Volume" or due to replacement or addition of Equipment, nor does this paragraph apply to the assessment of or increase in Other Charges under this Agreement.
- B. Other charges include:
 - a. **Hazmat and Delivery Charges** in the table above are subject to adjustment upon not less than 15 days prior written notice.
 - b. **Service Plus Charges** may apply based on Seller's then prevailing and applicable service schedule and rates. Current schedule and rates can be found in the APDirect customer portal (link at <http://www.airproducts.com/serviceplus>).
 - c. **Notwithstanding anything to the contrary in the Agreement, surcharges** may be assessed in order for Seller to recover increases in its production or delivery costs (e.g., increases in the cost of diesel fuel, natural gas and/or electric power, or increases arising out of utility deregulation, or change in laws).

8. Producing Facilities and Estimated Monthly Volume:

- A. Seller may deliver Product from other sources; however, Seller's specification, Price and delivery obligations are predicated on furnishing Buyer's requirements of Product from Seller's producing facilities located within 200 miles of the Designated Location.
- B. Buyer's estimated monthly consumption of Product ("Estimated Monthly Volume") is as set forth in the chart above. Seller is not obligated to supply more than 120% of the Estimated Monthly Volume. To the extent Buyer has requirements for Product in excess of 120% of this Estimated Monthly Volume in any rolling 12-month period ("Excess Product") and to the extent Seller deems that it has Excess Product available for Buyer, Buyer will purchase such Excess Product requirements from Seller and will pay any additional costs incurred by Seller to supply Excess Product. If Buyer's monthly requirements are less than 80% of this Estimated Monthly Volume in any rolling 12-month period, Seller may upon 15 days' prior written notice adjust the Estimated Monthly Volume, Unit Price, and Monthly Charge for the remaining Term.