



City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: January 30, 2023	Department: Public Works
Meeting Date: February 7, 2023	Department Head: Mark Westenskow
	Presenter: Mark Westenskow

Subject:

Consideration of ARPA Grant Agreement for the WWTP Replacement Facility

Background/Alternatives:

The State Loan and Investment Board has awarded ARPA Grant #WS-1041 for the City of Green River Wastewater Treatment Plant Replacement Facility in the amount of \$6,245,000. Construction of the new WWTP facility is expected to begin in 2023. The new facility construction is expected to take approximately two years.

Attachments:

ARPA Grant and Subaward Notification, SLIB ARPA Grant Agreement

Fiscal Impact:

The WWTP Replacement Facility is financed using loans from the State Revolving Fund administered by the Office of State Lands and Investment. This ARPA Grant will provide funding for the Wastewater Treatment Plant Replacement Project to supplement previously awarded loan funding.

Staff Impact:

Staff from the Finance Department will administer the terms of the grant. Staff from the Public Works Department will administer the consultant and construction contracts.

Legal Review:

SLIB Document Approved as to Form by Attorney General's Office

Suggested Motion:

I move to authorize the Mayor to sign the ARPA Grant Agreement for ARPA Grant #WS-1041 with the State of Wyoming, Office of State Lands and Investments providing a \$6,245,000 grant for the construction of the Wastewater Treatment Plant Replacement Facility Project.

STATE OF WYOMING
STATE LOAN AND INVESTMENT BOARD
ARPA Grant Agreement

1. **Parties.** The parties to this Reimbursement Agreement (Agreement) are the State of Wyoming, Office of State Lands and Investments (OSLI), whose address is: 122 West 25th Street, Cheyenne, Wyoming, 82001, and the grant recipient, City of Green River (Grantee), whose address is: 50 E 2nd North St Green River, WY 82935.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which OSLI will disburse State and Local Fiscal Recovery Funds (Grant Funds) pursuant to the American Recovery Plan Act (ARPA) and 2022 Wyo. Sess. Laws Ch. 50 § 2(c), FN 18. Grant Funds disbursed under this Agreement shall reimburse only expenditures for the Project approved by the State Loan and Investment Board (the Board) pursuant to Chapter 41 of the Board's rules.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of the Agreement is from the Effective Date through the end of the period during which the Inspector General for the U.S. Department of the Treasury may audit the State's use of ARPA Funds.
4. **Payment.**
 - A. OSLI shall disburse Grant Funds to the Grantee to reimburse Project expenditures. Total reimbursements under this Agreement shall not exceed six million two hundred forty five thousand (\$6,245,000). Disbursements from OSLI shall be made within forty-five (45) days after submission of an invoice.
 - B. Should the reimbursement requested by the Grantee fail to comply with all federal and State laws, Board rules, and the terms and conditions set forth in this Agreement, OSLI shall not disburse Grant Funds.
5. **Responsibilities of Grantee.** The Grantee agrees:
 - A. **Drawing Funds.**
 - i. The Grantee shall request reimbursement only for expenses incurred completing the Project described in the application attached to and incorporated into this Agreement as Attachment A.
 - ii. The Grantee shall submit a request for reimbursement accompanied by invoices and supported by adequate proof that such obligations are due and owing and have been incurred for expenses that are eligible pursuant to this Agreement, Board rules, and all relevant federal and State laws. Grant Funds shall not be spent for any other purpose or project.

- B. Construction.** The Grantee shall:
- (i) Make arrangements for appropriate professional supervision and management of the Project.
 - (ii) Provide to OS LI all project plans and specifications.
 - (iii) Be solely responsible for its compliance with all applicable state statutes, including but not limited to, state statutes regarding local preferences, procurement, accounting, and contractor retainage accounts.
 - (iv) Provide the OS LI with access to all information on all aspects of the project and make available for inspection such documents and reports on the progress of the work and on the results of tests of materials and workmanship or other information as may be requested by the OS LI.
 - (v) Establish payment schedules providing that all work shall be completed prior to December 31, 2026.
 - (vi) Ensure that all Grant Funds are encumbered by October 31, 2024 and expended by December 31, 2026.
 - (vii) If the Project has not been bid before the Effective Date, submit to OS LI the following materials prior to issuing an advertisement for bids:
 - (a) An attorney's title opinion, a letter and documents from a title company or abstractor, or other proof and certification acceptable to the OS LI that all access, easements, and rights-of-way for the construction and long term operation and maintenance of the Project have been secured and recorded;
 - (b) Engineer's cost estimate and proposed construction budget for the Project;
 - (c) Any and all appropriate permits issued by the Wyoming Department of Environmental Quality; and
 - (viii) The Grantee shall keep OS LI staff informed on a Contractor's plan for use of a Retainage Account pursuant to Wyo. Stats. §§ 16-6-702, -704, and -705. The Grantee shall provide to OS LI Retainage or Interest Bearing account documentation in order for OS LI to send retainage funds to the Grantee for deposit in the Contractor's identified retainage account.
 - (ix) The Grantee shall require a completed Affidavit Acknowledging Payment to Materialmen, Subcontractors and Laborers (available at <http://lands.wyo.gov>) from Prime Contractor with all requests for progress

payment beginning with the second request pursuant to Wyo. Stat. § 16-6-1001(a)(iv).

- (x) The Grantee shall submit Final Payment Documentation to OS LI pursuant to Wyo. Stats. §§ 16-6-116, -117, and 15-1-113(h), to the extent those provisions are applicable to the Project.
 - (xi) Prior to ordering a change to the project, the Grantee shall submit proposed changes to OS LI for review. The State shall have a minimum of five (5) business days to review the proposed change. Upon written approval of OS LI, the Grantee shall execute an amendment or change order to affected agreements. If the Grantee executes an amendment or change order without OS LI approval, OS LI reserves the right to withhold reimbursement for such a request until it is able to confirm the change complied with Board rules and all relevant federal and State laws. If the change does not comply with Board rules and all relevant federal and State laws, OS LI shall not disburse any funds for expenses related to the change.
- C. The Grantee shall establish and maintain sufficient internal controls to ensure that Grant Funds are spent in accordance with this Agreement, Board rules, and all State and federal laws.
- D. The Grantee shall comply with all applicable state and federal laws, rules, and regulations, including compliance with any applicable provisions of Wyo. Stat. § 16-6-1001 and all applicable state procurement laws.

6. **Special Provisions.**

- A. **Administration of Federal Funds.** The Grantee agree its use of the Grant Funds awarded herein is subject to Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; any additional requirements set forth by the U.S. Department of the Treasury; all applicable regulations published pursuant to section 602 and 603 of the Social Security Act; 31 C.F.R. Part 35; and all guidance issued by Treasury regarding the foregoing. The Grantee shall take all necessary actions to comply with all requirements for the use of these federal funds.
- B. **Ineligible Expenditures.** If OS LI or the Inspector General for the U.S. Department of the Treasury determines that any of the Grant Funds were not utilized for an eligible expense under ARPA, the Grantee shall repay such funds within fourteen (14) days to OS LI. In the event the Grantee does not repay the Grant Funds, the obligation shall be booked as a debt of the Grantee owed to the State of Wyoming. The Grantee further agrees to provide OS LI, upon request, a full and complete accounting as to the use of the Grant Funds; said accounting to be done in accordance with generally accepted accounting principles and shall be provided to the OS LI within a reasonable time.

- C. **State Inspection of Records.** OS LI, or another approved designee of the Board, may perform an audit or examination of the books and records of the Grantee at any time and without notice, and that the Board or its designee may at any time without notice perform on-site visits and inspections of the project being funded.
- D. **Federal Audit and Access to Records.** The Inspector General for the U.S. Department of the Treasury shall have access to any books, documents, papers, electronic data and records of the Grantee which are pertinent to this Agreement.
- E. **Board Rules.** The grant and this Agreement are governed by Chapter 41 of the Board's rules and subject to all applicable provisions therein. In the event of any inconsistency between this agreement and the Board's rules, the Board's rules shall control.

8. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Grantee shall not use this Agreement, or any portion thereof for collateral for any financial obligation without the prior written permission of OS LI.
- D. **Availability of Funds.** Each disbursement obligation under this Agreement is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, this Agreement may be terminated at the end of the period for which funds are available. OS LI shall notify the Grantee at the earliest possible time if this Agreement will or may be affected by a funding shortage. No penalty shall accrue to OS LI in the event this provision is exercised, and OS LI shall not be obligated or liable for any future payments as a result of termination under this section.

- E. Compliance with Laws.** The Grantee shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.
- F. Entirety of Agreement.** This Agreement, consisting of eight (8) pages, and Attachment A, consisting of fifteen (15) pages, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- G. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes completely beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- H. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- I. No Employment Relationship.** The Grantee shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Grantee shall be free from control or direction over the details of the performance of its duties under this Agreement. The Grantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Grantee in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Grantee or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or OSLI or to incur any obligation of any kind on behalf of the State of Wyoming or OSLI. The Grantee agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the Grantee or the Grantee's agents or employees as a result of this Agreement.
- J. Nondiscrimination.** The Grantee shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex,

color, race, religion, national origin, or disability in connection with the performance under this Agreement.

- K. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- L. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- M. Single Audit Requirements.** The Grantee agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. The Grantee agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. If findings are made which cover any part of this Agreement, the Grantee shall provide one (1) copy of the audit report to OSLI and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to OSLI's records.
- N. Sovereign Immunity and Limitations.** The State of Wyoming, OSLI, and Board do not waive sovereign immunity by entering into this Agreement and the Grantee does not waive governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to W.S. §1-39-101, *et seq.*, and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign or governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- O. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- P. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- Q. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.

- R. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- S. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Grantee of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to OSLI.

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9. **Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement. The signatory for the Grantee also hereby certifies that he or she is authorized to sign this Agreement on behalf of the Grantee and bind the Grantee to the terms herein.

The Effective Date of this Agreement is the date of the signature last affixed to this page.

STATE OF WYOMING, OFFICE OF STATE LANDS AND INVESTMENTS:

Jenifer Scoggin, Director

Date

GRANTEE:
City of Green River

(Signee Name and Title)

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Patrick Miller, Assistant Attorney General

State of Wyoming State Loan and Investment Board Water and Sewer ARPA Grants

Applicant City of Green River

Entity Type City

Name of Project Wastewater Treatment Plant Replacement Facility

Project Priority 1 of 1

Brief project description limited to 50 words or less.

The project will replace the city's existing lagoon system with a modern treatment facility capable of meeting expected future wastewater discharge requirements. The new facility will be constructed adjacent to the existing plant, and will use activated sludge technology to treat wastewater prior to discharge into the Green River.

Amount of Funding Requesting \$7,500,000

NOTE: This amount must match the amount on the submitted resolution

List all other funding sources for the project in the table below including the status and amount expended, if any.

Other Funding Source Description	Amount	Status*		Amount Expended	Funding %
		Pending	Approved		
SRF Loan - Design (CW160)	\$2,400,000		X	\$1,560,000	5%
SRF Loan - Construction (CW182)	\$27,600,000		X	\$0	61%
Increase Principal on CW182	\$7,500,000	X		\$0	17%
					0%
					0%
Total Other Funding	\$37,500,000			\$1,560,000	

*Documentation to support the status of each funding source must be attached to the Application Packet.**

Estimated Total Project Cost: \$45,000,000
Auto Calculated
(Amount Requested plus Total Other Funding)

Balance of Project Incomplete: \$43,440,000
Auto Calculated
(Estimated Project Costs less Amount Expended)

Estimated Reimbursement Rate: 17% (Final Reimbursement Rate is Determined by Board Approved Amount)
Auto Calculated
(Amount Requested/Estimated Project Costs)

I certify that I am authorized to sign this application on behalf of our governing body, and the applicant will comply with all appropriate requirements, if approved. To the best of my knowledge and belief, the information in this application is true and correct. I understand the State may review any relevant documents or instruments relating to the analysis of this application. I further certify by signing and submitting this application that all program eligibility criteria have been reviewed and this application reflects the criteria. I understand that if grant funds spent are later found to be ineligible, the applicant will be requested to pay back the ineligible funds within 15 days to the Office of State Lands and Investments.

s/ Pete Rust 8/3/2022

Signature (electronic signature if submitting electronically: s/John Doe) Date

Pete Rust, Mayor

Name and Title (typed)

General Information

Applicant: City of Green River

Project Name: Wastewater Treatment Plant Replacement Facility

Project Priority of

1. Population served by project:

2. Annual Median Household income: [AMHI Tables](#)

3. Engineer's estimate of useful life of project:

4. If your project was listed on the 2022 IUP, provide it's ranking
[Drinking Water SRF 2022 IUP](#) [Clean Water SRF 2022 IUP](#)

5. What is the current status of the project?

6. Provide a description of the specific health or safety requirements the project will address and if the project is needed to meet Federal or State health and/or safety requirements. Districts must include a statement that the District owns the Sewer/Water system in its entirety.

The existing City of Green River Wastewater Treatment Plant consists of a lagoon system that treats approximately 1.1 million gallons of wastewater per day. The plant discharges to the Green River above Flaming Gorge Reservoir and is one of the largest lagoon systems in the entire Colorado River basin. The original ponds that have become the current treatment plant were constructed in the early 1960's, and have evolved into a modern treatment facility through periodic upgrades and modifications (last completed in 1989). Discharges from the existing City of Green River Wastewater Treatment Plant are governed by conditions established through permits issued by WyDEQ and EPA. The current WWTP experiences periodic discharge compliance issues for ammonia and pH. EPA and WyDEQ have been exploring tighter discharge controls on nutrients (nitrogen and phosphorus), which can contribute to the type of harmful algal blooms that have been observed in Flaming Gorge Reservoir. The lagoon technology used at the City of Green River WWTP is currently unable to remove nutrients. The City's WWTP also relies on several mechanical systems that are at the end of their useful life and periodically fail. With these factors in mind, the City initiated a Master Planning process to focus on the proper planning and implementation of system improvements that can be designed, constructed, and operable before more stringent discharge regulations are imposed in future permits. The City has prepared a Wastewater Treatment Plant Master Plan to identify the scope and extent of project needs for this facility. The WWTP Master Plan recommends the construction of a new activated sludge treatment plant to accommodate the current and projected flows and discharge limits. The WWTP serves 100% of the City's population of 11,825 (estimated mean income of \$80,871). The project is ranked #93 on the 2022 Intended Use Plan, and is currently estimated to cost \$45 million, a 50% increase over the pre-COVID engineer's estimate. The City has looked forward to establish a strategic process whereby it can accomplish its needed wastewater projects through reasonable rate increases leveraged with available State and Federal funding. To that end, the City has developed a wastewater utility rate increase strategy based on a Cost of Service and Rate Design Study prepared by NewGen Strategies and Solutions in 2017, and recently updated to reflect current cost estimates. The City recently adopted its sixth rate increase in as many years as it follows the rate structures established in the NewGen study, with multiple years' future increases in the plan. The City previously paid for its Master Plan with local funds, and took CWSRF loans totaling \$30 million for the Wastewater Treatment Plant Replacement Facility, only to

7. Does the project include the construction or rehabilitation of a dam or dams?

8. Is the project needed mainly for fire protection?

9. Will the project finance the expansion of a drinking water system to attract future population growth?

10. Is the project creating, enhancing, or in compliance with a regionalization plan?

10a. Please explain below:

The Green River Wastewater Treatment Plant Replacement Facility will enhance regionalization efforts in the western part of Sweetwater County. As part of the City's master planning process for the development of a long-term solution for wastewater treatment, the City did include upstream tributary areas in our determinations of future capacity needs. Specifically, potential flows from the community of Jamestown were included in our capacity calculations. The community of Jamestown is currently served by the Jamestown-Rio Vista Water and Sewer District, which recently completed the installation of a water transmission main and storage tank. They now have access to water from the Green River/Rock Springs/Sweetwater County Joint Powers Water Board, but are still served

11. What percentage of your existing water/sewer system connections will benefit from this project?

12. If the project results in additional water supply, will more than 25% of the new water be devoted to commercial or industrial users?

12a. If Yes, please provide details.

13. Describe the extent to which private developers or subdividers will benefit from the project.

The Wastewater Treatment Plant Replacement Facility will benefit 100% of the sewer customers within the City of Green River. In addition to improved water quality, the new plant will has been sized according to DEQ standards, which require redundancies that result in adequate capacity for futrue growth.

14. Does the project include the purchase of a building or land?

****If yes, a market analysis must be completed to determine the fair market value of the asset.**

Please include the market analysis with your submitted application.**

14a. Market Analysis is attached to the appli

15. Are the requested funds to supplemental funding for a planned or ongoing project that has already incurred higher project costs given the bidding environment and supply chain issues?

15a. If yes, provide the initial project costs and new project costs below.

Initial Project Cost	<input type="text" value="\$ 30,000,000"/>	Percent Increase	<input type="text" value="50%"/>
New Project Cost	<input type="text" value="\$ 45,000,000"/>		<small>Auto Calculates</small>

16. Which of the following statements best describes the project's ability to eliminate any EPA or DEQ regulatory violations?

17. Is there a plan for completing the project if, for any reason, the awarded funds are not expended by the established deadline? Explain below

The project has been designed and bid once in late 2021, with all bids coming on over budget. The City has initiated value engineering of the project to restructure the bid package to be more attractive from a risk perspective to facilitate a rebid in the current climate. The City will be issuing an equipment procurement package later this summer, with the full contract to be bid again later this fall (2022). The anticipated construction window is 2 years. If additional delays are encountered, or funds are not available through the current granting window, the City has calculated necessary rate

18. Describe what led you to conclude the proposed project is needed.

18a. The project is part of an approved Master Plan for our system.

YES

18b. We prepared a formal Engineering Report to address specific problems with our system. The proposed project was deemed the best alternative.

YES

18c. This is an emergency project. No formal engineering investigation/review was conducted.

NO

18d. Other - explain below

NO

Questions 19-23 below are for Districts Only:

19. District formation documentation is attached:

20. Date District Formed:

21. Geographical Area:

22. Number and Types of Lots Served:

Applicant: City of Green River

Project Name: Wastewater Treatment Plant Replacement Facility

Estimated Project Budget Table By Funding Source

1. All funding sources and all project related expenses must be included in the table below.

Completed By: Mark Westenskow **Completed For:** City of Green River

	Funding Source:	Funding Source:	Funding Source:	Funding Source:	
Activity Costs:	s	s	s	s	Total
Administration					\$0
Legal					\$0
Land Acquisition					\$0
Engineering- Basic	1,000,000				\$1,000,000
Engineering- Resident Project Rep. Services		1,600,000			\$1,600,000
Engineering- Additional Services	800,000				\$800,000
Construction		26,000,000	7,500,000	7,500,000	\$41,000,000
Contingency	600,000				\$600,000
Total Project Costs	\$2,400,000	\$27,600,000	\$7,500,000	\$7,500,000	\$45,000,000
Funding Source Percentage By Project Costs	5%	61%	17%	17%	100%

ERROR CHECK - If false, this table does not match information on the General Information Tab.
If True, information in this tables matches the General Information Tab.

TRUE

PROJECT TIMELINE

Task	Date	Actual/Estimate
Design Project	11/01/22	ESTIMATE
Contract documents submitted to SRF Staff for approval	11/01/22	ESTIMATE
Apply for DEQ Permit to Construct	10/20/19	ACTUAL
All permits, easements, Right of Ways approved or finalized/signed	03/23/21	ACTUAL
Publish call for bids approved by SRF Staff	10/07/22	ESTIMATE
Construction start date	04/01/23	ESTIMATE
Substantial completion date	4/1/2025	ESTIMATE
Construction end date	6/30/2025	ESTIMATE

Applicant: City of Green River

Project Name: Wastewater Treatment Plant Replacement Facility

1. List Outstanding Debt/Lease/Bond (if any), associated with the system for which you are applying.

Lender	Current Balance	Payment Amount	Interest rate	Payment Frequency	Maturity date or Years remaining
Current/Active Loan					
CWSRF160	\$1,560,000	\$0	0.50%	Annual	20 Years
Total Authorized Loans					
CWSRF160	\$2,400,000	\$126,399	0.50%	Annual	20 Years
CWSRF182	\$24,600,000	\$885,081	0.50%	Annual	30 Years
CWSRF182	\$3,000,000	\$100,000	0.00%	Annual	30 Years

2. Is there an actual or potential financial impact on the applicant from litigation? NO

2a. If yes, please describe below:

3. Provide one (1) copy of the last three (3) years of financial statements; preferably prepared by an independent auditor/CPA.

- * If applying through hard copy, these can be submitted on a thumb drive or as hard copies. If applying through the portal, please upload these in the supporting documentation file.
- * If the current year is not available, please explain why.
- * Detail in the table below the type of financial statement you are submitting, the fiscal year it covers as well as whether it is a hard copy or on a thumb drive.

Note: If an independent audit has not been performed, then the applicant should submit the last three years of Financial Forms used by the Wyoming Department of Audit (Survey of Local Government Finances F-32 and F-66WY4 for Special Districts, Annual City and Town Financial Report F-66WY2 for Cities and Towns).

Submitted (Audit, F-32, F-66WT4, or F66WY2)	Year		Thumb Drive	Hard Copy	Uploaded
Audit	2021				X
Audit	2020				X
Audit	2019				X

If 2021 financial statements are not available, explain below.

4. Submit one copy of the approved current annual budget and next year's budget when approved.

	Year		Thumb Drive	Hard Copy	Uploaded
Current Budget	FY23				X
Next Budget	FY24				

Fiscal Year	2021	2020	2019
Property Assessments Collected	\$ 765,768.00	\$ 754,750.00	\$ 744,156.00
Property Assessments Levied	8 mills	8 mills	8 mills

5. Provide a letter from the County Assessor with dollar amount of the assessment being collected and assessor's list of properties being assessed.

5a. Supporting assessment documentation attached: YES

6. Provide the following information for the past three (3) Fiscal Years (2019-2021 or 2020-2022)

Total Investments

Year	Amount
2021	\$2,958,758.00
2020	\$2,254,140.00
2019	\$2,999,935.00

Total Cash Balances

Year	Amount
2021	\$183,915.00
2020	\$21,719.00
2019	-\$426,683.00

7. Provide the prior three (3) years (2019-2021 or 2020-2022) net income for the enterprise account for which you are requesting funding. If you are requesting funding for a project that includes a water and sewer component provide the information for both enterprise accounts.

Water

Year	Amount	%
2021	-\$268,026.00	
2020	\$232,379.00	-187%
2019	-\$251,767.00	-208%

Sewer

Year	Amount	%
2021	-\$59,846.00	
2020	\$307,907.00	-614%
2019	\$228,460.00	-26%

8. Provide the following information related to reserve accounts enterprise account for which funds are being requested for the past three (3) Fiscal Years (2019-2021 or 2020-2022)

Water Reserve Account

Year	Amount
2021	\$3,462,370.00
2020	\$3,547,550.00
2019	\$3,470,390.00

Sewer Reserve Account

Year	Amount
2021	\$2,897,260.00
2020	\$2,493,140.00
2019	\$2,108,520.00

General Fund Reserve

Year	Amount
2021	\$6,430,274.00
2020	\$7,023,150.00
2019	\$9,606,970.00

Other

Year	Amount

9. Was Direct ARPA funding received by the applicant?

YES

9a. If Direct ARPA funding was received, provide the amount received and how those funds have been spent. If they have not been spent, what is the plan to spend them?

Applicant: City of Green River

Project Name: Wastewater Treatment Plant Replacement Facility

Water/Sewer System Utilization:

	Annual Usage (Gallons)	% of Total Usage	Annual Revenue (\$)	% of Total Revenue
Residential	242,972,705	63.81%	\$ 2,116,387.00	75%
Commercial	137,830,444	36.19%	\$ 709,650.00	25%
Other		0.00%		0%
Total	380,803,149	100%	\$ 2,826,037.00	100%

Number of Residential Connections:

Number of Commercial Connections:

Number of Other Connections:

Total Number Current Connections:

Number of Connections Affected By Proposed Project:

Water Meters in Use?

Water/Sewer Rate Effective date:

Check box to confirm Current Rate Ordinance is provided with application:

Are rates scheduled to be increased?

If yes, date of expected rate increase

Residential Rate Structure:

Base Rate	<input type="text" value="\$ 20.05"/>	For up to:	<input type="text" value="0"/>	gallons
Overage Block 1	<input type="text" value="\$ 4.68"/>	per	<input type="text" value="1,000"/>	gallons
Overage Block 2	<input type="text"/>	per	<input type="text"/>	gallons
Overage Block 3	<input type="text"/>	per	<input type="text"/>	gallons
Overage Block 4	<input type="text"/>	per	<input type="text"/>	gallons
Overage Block 5	<input type="text"/>	per	<input type="text"/>	gallons

Commercial Rate Structure:

Base Rate	<input type="text" value="\$ 20.05"/>	For up to:	<input type="text" value="0"/>	gallons
Overage Block 1	<input type="text" value="\$ 4.68"/>	per	<input type="text" value="1,000"/>	gallons
Overage Block 2	<input type="text"/>	per	<input type="text"/>	gallons
Overage Block 3	<input type="text"/>	per	<input type="text"/>	gallons
Overage Block 4	<input type="text"/>	per	<input type="text"/>	gallons
Overage Block 5	<input type="text"/>	per	<input type="text"/>	gallons

Other Rate Structure:

Base Rate	<input type="text"/>	For up to:	<input type="text"/>	gallons
Overage Block 1	<input type="text"/>	per	<input type="text"/>	gallons
Overage Block 2	<input type="text"/>	per	<input type="text"/>	gallons
Overage Block 3	<input type="text"/>	per	<input type="text"/>	gallons
Overage Block 4	<input type="text"/>	per	<input type="text"/>	gallons
Overage Block 5	<input type="text"/>	per	<input type="text"/>	gallons

Applicable Engineer's rate study reports attached?

Applicant: City of Green River

Project Name: Wastewater Treatment Plant Replacement Facility

Water/Sewer System Utilization:

	Annual Usage (Gallons)	% of Total Usage	Annual Revenue (\$)	% of Total Revenue
Residential	539,027,343	67.89%	\$ 2,282,502.00	70%
Commercial	254,519,402	32.05%	\$ 952,096.00	29%
Other	468,136	0.06%	\$ 10,171.00	0%
Total	794,014,881	100%	\$ 3,244,769.00	100%

Number of Residential Connections:

Number of Commercial Connections:

Number of Other Connections:

Total Number Current Connections:

Number of Connections Affected By Proposed Project:

Water Meters in Use?

Water/Sewer Rate Effective date:

Check box to confirm Current Rate Ordinance is provided with application:

Are rates scheduled to be increased?

If yes, date of expected rate increase

Residential Rate Structure:

Base Rate	<input type="text" value="\$ 20.50"/>	For up to:	<input type="text" value="2,005"/>	gallons
Overage Block 1	<input type="text" value="\$ 7.82"/>	per	<input type="text" value="3,007"/>	gallons
Overage Block 2	<input type="text" value="\$ 3.44"/>	per	<input type="text" value="1,000"/>	gallons
Overage Block 3	<input type="text"/>	per	<input type="text"/>	gallons
Overage Block 4	<input type="text"/>	per	<input type="text"/>	gallons
Overage Block 5	<input type="text"/>	per	<input type="text"/>	gallons

Commercial Rate Structure:

Base Rate	<input type="text" value="\$ 20.50"/>	For up to:	<input type="text" value="2,005"/>	gallons
Overage Block 1	<input type="text" value="\$ 7.82"/>	per	<input type="text" value="3,007"/>	gallons
Overage Block 2	<input type="text" value="\$ 3.44"/>	per	<input type="text" value="1,000"/>	gallons
Overage Block 3	<input type="text"/>	per	<input type="text"/>	gallons
Overage Block 4	<input type="text"/>	per	<input type="text"/>	gallons
Overage Block 5	<input type="text"/>	per	<input type="text"/>	gallons

Other Rate Structure:

Base Rate	<input type="text" value="\$ 171.00"/>	For up to:	<input type="text" value="14960"/>	gallons
Overage Block 1	<input type="text" value="\$ 11.35"/>	per	<input type="text" value="1000"/>	gallons
Overage Block 2	<input type="text"/>	per	<input type="text"/>	gallons
Overage Block 3	<input type="text"/>	per	<input type="text"/>	gallons
Overage Block 4	<input type="text"/>	per	<input type="text"/>	gallons
Overage Block 5	<input type="text"/>	per	<input type="text"/>	gallons

Applicable Engineer's rate study reports attached?

Applicant: City of Green River

Project Name: Wastewater Treatment Plant Replacement Facility

20 Year Financial Projections

Applicants must provide a spreadsheet/schedule for the projected revenues and expenses for the system ARPA funds are being applied for. Which may include: increased user fees/tap fees, new hookup fees, and/or tax levies etc. Adjust the spreadsheet as necessary to reflect the projected revenues and expenses for the next 20 years.

Revenue:	Current year budget	Year 2 Projected	Year 3	Year 4	Year 5
Beginning cash on hand	\$183,000.00	\$181,567.00	\$732,757.00	\$1,754,127.00	\$1,514,947.00
Assessments					
Unmetered Sewer/Water Revenue					
Metered Sewer/Water Revenue	\$2,826,050.00	\$3,209,600.00	\$3,657,120.00	\$4,245,500.00	\$4,910,850.00
Other Revenue	\$40,000.00	\$40,800.00	\$41,620.00	\$42,450.00	\$43,300.00
Total Revenue	\$3,049,050.00	\$3,431,967.00	\$4,431,497.00	\$6,042,077.00	\$6,469,097.00

Expenses:	Current year budget	Year 2 Projected	Year 3	Year 4	Year 5
O & M expenses	\$2,311,050.00	\$2,126,297.00	\$2,087,377.00	\$1,886,647.00	\$2,194,656.00
Salaries and Wages	\$451,100.00	\$467,580.00	\$484,660.00	\$1,010,380.00	\$1,047,201.00
Purchased Water					
Purchased Power					
Current Debt payments	\$105,333.00	\$105,333.00	\$105,333.00	\$105,333.00	\$1,630,103.00
New CW or DW debt payment				\$1,524,770.00	
Total Expenses	\$2,867,483.00	\$2,699,210.00	\$2,677,370.00	\$4,527,130.00	\$4,871,960.00
Ending cash on hand	\$181,567.00	\$732,757.00	\$1,754,127.00	\$1,514,947.00	\$1,597,137.00

ed for.

Year 6
\$1,597,137.00
\$5,058,180.00
\$44,170.00
\$6,699,487.00

Year 6
\$2,260,500.00
\$1,099,560.00
\$1,630,103.00
\$4,990,163.00
\$1,709,324.00

Applicant: City of Green River

Project Name: Wastewater Treatment Plant Replacement Facility

20 Year Financial Projections

**Applicants must provide a spreadsheet/schedule for the projected revenues and expenses for the system ARPA funds are being applied for.
Which may include: increased user fees/tap fees, new hookup fees, and/or tax levies etc.
Adjust the spreadsheet as necessary to reflect the projected revenues and expenses for the next 20 years.**

Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13
\$1,709,324.00	\$1,851,341.00	\$2,022,978.00	\$2,223,965.00	\$2,453,972.00	\$2,712,569.00	\$2,999,266.00
\$5,209,930.00	\$5,366,230.00	\$5,527,220.00	\$5,693,040.00	\$5,863,830.00	\$6,039,740.00	\$6,220,930.00
\$45,050.00	\$45,950.00	\$46,870.00	\$47,810.00	\$48,770.00	\$49,750.00	\$50,750.00
\$6,964,304.00	\$7,263,521.00	\$7,597,068.00	\$7,964,815.00	\$8,366,572.00	\$8,802,059.00	\$9,270,946.00

Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13
\$2,328,320.00	\$2,398,170.00	\$2,470,120.00	\$2,544,220.00	\$2,620,550.00	\$2,699,170.00	\$2,780,150.00
\$1,154,540.00	\$1,212,270.00	\$1,272,880.00	\$1,336,520.00	\$1,403,350.00	\$1,473,520.00	\$1,547,200.00
\$1,630,103.00	\$1,630,103.00	\$1,630,103.00	\$1,630,103.00	\$1,630,103.00	\$1,630,103.00	\$1,630,103.00
\$5,112,963.00	\$5,240,543.00	\$5,373,103.00	\$5,510,843.00	\$5,654,003.00	\$5,802,793.00	\$5,957,453.00
\$1,851,341.00	\$2,022,978.00	\$2,223,965.00	\$2,453,972.00	\$2,712,569.00	\$2,999,266.00	\$3,313,493.00

Applicant: City of Green River

Project Name: Wastewater Treatment Plant Replacement Facility

20 Year Financial Projections

**Applicants must provide a spreadsheet/schedule for the projected revenues and expenses for the system ARPA funds are being applied for.
Which may include: increased user fees/tap fees, new hookup fees, and/or tax levies etc.
Adjust the spreadsheet as necessary to reflect the projected revenues and expenses for the next 20 years.**

Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
\$3,313,493.00	\$3,654,610.00	\$4,021,857.00	\$4,414,384.00	\$4,831,231.00	\$5,271,328.00	\$5,733,475.00
\$6,407,560.00	\$6,599,790.00	\$6,797,780.00	\$7,001,710.00	\$7,211,760.00	\$7,428,110.00	\$7,650,950.00
\$51,770.00	\$52,810.00	\$53,870.00	\$54,950.00	\$56,050.00	\$57,170.00	\$58,310.00
\$9,772,823.00	\$10,307,210.00	\$10,873,507.00	\$11,471,044.00	\$12,099,041.00	\$12,756,608.00	\$13,442,735.00

Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
\$2,863,550.00	\$2,949,460.00	\$3,037,940.00	\$3,129,080.00	\$3,222,950.00	\$3,319,640.00	\$3,419,230.00
\$1,624,560.00	\$1,705,790.00	\$1,791,080.00	\$1,880,630.00	\$1,974,660.00	\$2,073,390.00	\$2,177,060.00
\$1,630,103.00	\$1,630,103.00	\$1,630,103.00	\$1,630,103.00	\$1,630,103.00	\$1,630,103.00	\$1,630,103.00
\$6,118,213.00	\$6,285,353.00	\$6,459,123.00	\$6,639,813.00	\$6,827,713.00	\$7,023,133.00	\$7,226,393.00
\$3,654,610.00	\$4,021,857.00	\$4,414,384.00	\$4,831,231.00	\$5,271,328.00	\$5,733,475.00	\$6,216,342.00

Applicant City of Green River

Project Name Wastewater Treatment Plant Replacement Facility

All CW related projects funded with ARPA dollars must meet the eligibility requirements established in the below EPA CWSRF Eligibility Handbook.

[EPA CWSRF Eligibility Handbook](#)

1. National Pollutant Discharge Elimination System (NPDES) Permit Number

20443

2. Provide the proportionate cost of the project for each project category below.

	%	Dollars
Secondary Treatment	80%	\$36,000,000
Advanced Treatment	20%	\$9,000,000
Infiltra/Inflow Correction	0%	
Major Sewer Rehabilitation	0%	
New Collectors	0%	
New Interceptors	0%	
Corrections of Combined Sewer Overflows	0%	
Storm Sewers	0%	
Nonpoint Source	0%	
Other	0%	

Total Project Funding: **\$45,000,000**

Auto Calculate

Amount matches General Information Tab

TRUE

3. Based on the information above, which Project Category do you believe your project best fits?

5.10

- 5.1 Centralized Wastewater Treatment
- 5.2 Centralized Wastewater Collection and Conveyance
- 5.3 Decentralized Wastewater
- 5.4 Combined Sewer Overflows
- 5.5 Other Sewer Infrastructure
- 5.6 Stormwater
- 5.7 Energy Conservation
- 5.8 Water Conservation
- 5.9 Nonpoint Source
- 5.16 Water and Sewer: Private Wells
- 5.17 Water and Sewer: IJA Bureau of Reclamation Match

5.18 Water and Sewer: Other