



# FREMONT COUNTY SOLID WASTE DISPOSAL DISTRICT

Member of Wyoming Solid Waste and Recycling Association (WSWRA)

P.O. Box 1400  
Lander, WY 82520  
telephone 307.332.7040  
fax 307.332.5013  
trashmatters.org

## MEETING AGENDA

FREMONT COUNTY SOLID WASTE DISPOSAL DISTRICT  
BOARD OF DIRECTORS – REGULAR MEETING  
June 17, 2019 - 9:30 a.m.

1. **PRELIMINARY ITEMS:**
  - a. Pledge of Allegiance
  - b. Roll Call: Michael Adams, Steve Baumann, Gary Weisz, Rick Klapproth, Mark Moxley, Rob Dolcater, Gina Clingerman, Jennifer Lamb, Robert Townsend
  - c. Declaration of Quorum
  - d. Approval of Agenda (*Discussions and Formal Action*)
  - e. Public Comment / Communication from the Floor
2. **CONSENT ITEMS:**
  - a. Approval of the Minutes:
    - i. Regular May 2019 Board Meeting
  - b. Approval of the Accounts Payable
    - i. May 2019 Invoices
  - c. Acceptance of Consultants and Agreement Reports
    - i. Trihydro Corporation
    - ii. Burns and McDonnell
    - iii. Wind River Inter-Tribal Solid Waste – *no report submitted*
  - d. Acceptance of Staff Reports
    - i. Superintendent Report
3. **BUSINESS ITEMS:**
  - a. Rural Transfer Station Operations – Lysite Transfer Station (*Discussions*)
  - b. Scrap Metal Processing and Recycling Agreement (*Discussions and Formal Action*)
  - c. Task Order Requests:
    - i. SLB, Inc. – Not-to Exceed \$30,000
    - ii. Trihydro
      1. Task Order 10-026 → Environmental Monitoring Services: Not-to-Exceed \$84,065
      2. Task Order 10-025 → Technical Assistance: Not-to-Exceed \$22,600
    - iii. Burns and McDonnell
      1. Agreement for Environmental Services and Remediation (Master Agreement)
      2. Task Order / Authorization No. 21 → Capacity Audits: Not-to-Exceed \$36,000
      3. Task Order / Authorization No. 22 → Technical Assistance: Not-to-Exceed \$20,000
      4. Task Order / Authorization No. 23 → CIP Model Review and Update: Not-to-Exceed \$17,000
      5. Task Order / Authorization No. 24 → Concrete Wash Pad: Not-to-Exceed \$6,700
      6. Task Order / Authorization No. 25 → Dubois Landfill Excavation Plans: Not-to-Exceed \$15,000
      7. Task Order / Authorization No. 26 → Surveying and Staking: Not-to-Exceed \$12,000
4. **NEW BUSINESS**
5. **CALL FOR ADJOURNMENT**
6. **UPCOMING MEETING(S):**
  - a. The next Regularly Scheduled Meeting(s):
    - i. July 15, 2019, at 9:30 a.m.

PLEASE BE SURE TO ADDRESS THE CHAIR PERSON AND TURN OFF CELL PHONES



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## FREMONT COUNTY SOLID WASTE DISPOSAL DISTRICT

### Minutes of Regular Board Meeting

May 20, 2019

#### 1. **PRELIMINARY ITEMS:**

a. – c. The regular meeting of the Fremont County Solid Waste Disposal District Board of Directors was held on the above date and called to order by CHAIRMAN MARK MOXLEY at 9:30am CHAIRMAN MARK MOXLEY then led the Pledge of Allegiance and declared that there was a quorum of the Board with the following people in attendance:

Board Members: Steve Baumann, Rob Dolcater, Jennifer Lamb, Michael Adams, Robert Townsend, Rick Klapproth, and Mark Moxley  
Excused Member(s): Gina Clingerman, Gary Weisz  
Unexcused Member(s): N/A  
Commissioner Liaison: Mike Jones  
Community Liaisons: No liaisons were in attendance  
Attorney: Rick Sollars (Western Law & Assoc.)  
Staff: Andrew Frey (Superintendent)  
Consultant(s): Susan Brodie (SLB, Inc.) and Matt Evans (Burns and McDonnell)  
Guest(s): Robert Faye (Lander), Todd Fross

#### d. **Approval of Agenda**

VICE-CHAIRMAN ADAMS made a motion to approve the consent agenda as presented, removing the Superintendent's Report as requested by JENNIFER LAMB. SECRETARY/TREASURER KLAPROTH seconded the motion. **MOTION CARRIED**

#### e. **Public Comment/Communication from the Floor**

Discussions: Todd Fross presented to the Board his idea of developing a power generation plant in the Atlantic City area utilizing bio-mass. The process would include processing sage brush, pine-beetle killed trees, straw, manure, plastic, sewage from Yellowstone, and solid waste. His intentions are to develop the plant on the old iron ore mine near South Pass with the focus of calling the process a mine to qualify for additional grants. This process and permitting has not been vetted with the Wyoming Department of Environmental Quality.

#### 2. **CONSENT ITEMS:**

##### a. **Approval of Prior Meeting Minutes**

i. April 2019 Board Meeting

##### b. **Approval of Accounts Payable**

i. April 2019 Invoices

##### c. **Acceptance of Consultants Reports:**

i. Trihydro Corporation – Progress Report

ii. Burns and McDonnell – Progress Report

iii. Wind River Indian Reservation Joint Solid Waste Program – No Report Submitted

**d. Acceptance of Staff Reports:**

- i. Superintendent Report – **REMOVED FOR DISCUSSION**

**Discussions:** JENNIFER LAMB asked for confirmation on the annual tonnages and revenues as reported in the Superintendent's Report.

**3. OTHER ITEMS OF BUSINESS:**

**a. Rural Transfer Station Evaluation Committee (*Discussions*)**

Superintendent Frey informed the Board that a second round of public hearings were held at the rural communities of Jeffrey City, Missouri Valley, Pavillion, Shoshoni, and Atlantic City. During these meetings there was additional interest in some communities (i.e. Jeffrey City and Atlantic City) to take over the operations of the sites under the volunteer program guidance.

The Transfer Station Committee has taken into consideration the feedback provided during the public outreach and has developed a recommendation for modifications to the January 2019 action taken by the Board on the rural transfer station operations:

1. Rates – altering the rate system to a volume-based rate structure:
  - a. District Operated Sites: \$10 minimum fee and \$10 per cubic yard disposal fee.
  - b. Volunteer Operated Sites: \$5 minimum fee and \$5 per cubic yard disposal fee.
2. Schedules – offer all communities 2-days per month, with 4-hours of availability each open event.
3. Recycling – no changes proposed to this component...no recycling discount, but maintain the availability during open events if the sites are operated by the District.
4. Acceptable Waste Volumes – allow up to 4-cubic yards of waste per customer group per open event, or per week, whichever is less.
5. Acceptable Customer Groups – remove the distinction of the customer groups and instead let the allowable waste volume dictate the use of the sites.
6. Proposed Operational Schedule (if the Atlantic City and Jeffrey City areas operate on a volunteer basis) – the communities that will continue to be served with District operated sites asked to have the days offered through the month rotate between Friday and Saturday to allow residents of the area to have different operations for access.

Missouri Valley:

Summer Hours: 1<sup>st</sup> Friday from 2:30pm to 6:30pm May 1 through September 30  
3<sup>rd</sup> Saturday from 9:00am to 1:00pm May 1 to September 30

Winter Hours: 1<sup>st</sup> Friday from 1:00pm to 5:00pm October 1 through April 30  
3<sup>rd</sup> Saturday from 9:00am to 1:00pm October 1 to April 30

Shoshoni:

Summer Hours: 1<sup>st</sup> Saturday from 9:00am to 1:00pm May 1 through September 30  
3<sup>rd</sup> Friday from 2:30pm to 6:30pm May 1 through September 30

Winter Hours: 1<sup>st</sup> Saturday from 9:00am to 1:00pm October 1 through April 30  
3<sup>rd</sup> Friday from 1:00pm to 5:00pm October 1 through April 30

Pavillion:

Summer Hours: 2<sup>nd</sup> Friday from 2:30pm to 6:30pm May 1 through September 30  
4<sup>th</sup> Saturday from 9:00am to 1:00pm May 1 to September 30

Winter Hours: 2<sup>nd</sup> Friday from 1:00pm to 5:00pm October 1 through April 30  
4<sup>th</sup> Saturday from 9:00am to 1:00pm October 1 to April 30

Discussion(s): CHAIRMAN MOXLEY confirmed that the meetings had gone well. One item of clarification is on Workers' Compensation coverage for volunteers. As it has been understood there is no coverage.

VICE-CHAIRMAN ADAMS made a motion to rescind the January 2019 Board action on the rural transfer stations operational model and adopt the proposed operational model developed by the committee. SECRETARY/TREASURER KLAPROTH seconded the motion. **MOTION CARRIED**

**b. FY 2018-2019 Financial Audit – DM-T Engagement Letter (*Discussions and Formal Action*)**

Superintendent Frey informed the Board that included in their Board packets was a copy of an engagement letter from DM-T for the FY2018-2019 Financial Audit. Fremont County has again elected to utilize DM-T for their financial audit needs and the District has worked to utilize the same auditing group since the county first started using DM-T following the District use eight years ago.

The proposed rate for the upcoming financial audit with DM-T is \$10,000, compared against the rate of \$10,000 last year.

SECRETARY/TREASURER KLAPROTH made a motion to approve the engagement letter as presented. VICE-CHAIRMAN ADAMS seconded the motion. **MOTION CARRIED**

**c. Tin and Aluminum Bids (*Discussions and Formal Action*) – MOVED TO THE END OF THE AGENDA**

**d. Window Replacement Bids (*Discussion and Formal Action*)**

Superintendent Frey informed the Board that the District advertised for and received bids for the replacement of the office windows and the windows in the Lander Scale Building. Sealed bids were received until 10:00am on May 9, 2019, and publicly opened at 10:05am. Two bids were received with only one bid meeting the bid requirements. The bids were as follows:

- Overhead Door Company Full Package @ \$17,931.00 and the Partial Package @ \$9,766.00
- Ace Glass and Mirror Full Package @ \$9,807.00 and no bid provided for the Partial Package

Included in the current operating budget's Infrastructure Improvements Line Item was \$17,000 allocated to this window replacement project. Other allocations within the line item are not being pursued and the additional \$931 is available if the Overhead Door bid is pursued. Only Overhead Door's bid met the bid requirements.

VICE-CHAIRMAN ADAMS made a motion to award the bid to Overhead Door as presented.

SECRETARY/TREASURER KLAPROTH seconded the motion. **MOTION CARRIED**

**e. FY 2019-2020 Operating Budget (*Discussion*)**

Superintendent Frey informed the Board that included in the Board meeting packets was a copy of the proposed budget with details, as recommended by the Budget Committee. Further, this version of the proposed budget was presented to the commissioners on May 14, 2019. A version of the operating budget will need to be approved and submitted to the State of Wyoming by June 1, 2019. We will advertise for and hold a public hearing at the July 2019 Board meeting for the final budget.

STEVE BAUMANN made a motion to approve the draft budget as presented. BOB TOWNSEND seconded the motion. **MOTION CARRIED**

**f. 20-Year Capital Improvement Plan Model Update – Matt Evans (Discussion)**

Matt Evans (Burns and McDonnell) presented the updated model, explaining that the model is intended as an exercise in estimating long-term financial liabilities and obligations. This year's model accounted for expenses previously not quantified. Some of the additional expenses included in the model were the potential for the post-closure period to go from 30-years to 50-years, a new transfer station at the Lander Landfill, development of the necessary new lined landfill cells, a leachate management system at the Sand Draw Landfill, and paving the entrance road into the Sand Draw Landfill.

**Discussions:** STEVE BAUMANN expressed concern with including in the model an extension of the post-closure period, landfill expansions, and the high costs associated with the transfer station work. He suggested completing a 5-year strategic planning project to better identify necessary expenses.

**4. EXECUTIVE SESSION:**

STEVE BAUMANN made a motion to enter Executive Session at 11:47am to address potential litigation, allowing the commissioner liaison, District attorney and superintendent to remain.

SECRETARY/TREASURER KLAPROTH seconded the motion. **MOTION CARRIED**

STEVE BAUMANN made a motion to exit Executive Session at 12:05pm. SECRETARY/TREASURER KLAPROTH seconded the motion. **MOTION CARRIED**

**5. ADDITIONAL ITEMS OF BUSINESS:**

**a. Tin and Aluminum Bids (Discussions and Formal Action)**

Superintendent Frey informed the Board that the District advertised for and received bids for the stockpiled tin and aluminum bales. Sealed bids were received until 10:00am on May 2, 2019, and publicly opened at 10:05am. Three bids were received with all bids meeting the bid requirements. The bids were as follows:

- Federal Auto Recycling Alum @ \$600 per ton & Tin @ \$75 per ton
- Peterson Boys Alum @ \$640 per ton & Tin @ \$70 per ton
- Hopper Metals Alum @ \$760 per ton & Tin @ \$90 per ton

STEVE BAUMANN made a motion to award the current stockpiled tin and aluminum sales to Hopper Metals. ROB DOLCATER seconded the motion. VICE-CHAIRMAN ADAMS voted in opposition. **MOTION PASSED**

**6. NEW BUSINESS – No new business was presented**

**7. CALL FOR ADJOURNMENT**

SECRETARY/TREASURER KLAPROTH made a motion to adjourn at 12:06pm. STEVE BAUMANN seconded the motion. **MOTION CARRIED**

**8. UPCOMING MEETING(S):**

**a. The Next Regularly Scheduled Meeting:**

- i. June 17, 2019, at 9:30am.

Respectfully submitted by,

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**Andrew Frey, P.E.**  
**Superintendent of Operations**  
**Fremont County Solid Waste Disposal District**

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**Mark Moxley**  
**Board of Director's Chairman**  
**Fremont County Solid Waste Disposal District**

Fremont County Solid Waste Disposal District  
 Profit & Loss - Modified Accrual  
 For May 2019

(with comparative data for 2018)

|   | May 18            | May 19            | Jul-May 18          | Jul-May 19          | Budget              | YTD = 92%<br>% of Budget |
|---|-------------------|-------------------|---------------------|---------------------|---------------------|--------------------------|
| <b>Ordinary Income/Expense</b>                        |                   |                   |                     |                     |                     |                          |
| <b>Income</b>   |                   |                   |                     |                     |                     |                          |
| 410210 · 3 Mill Levy Property Tax Revenue             | 225,285.45        | 74,679.22         | 1,512,855.26        | 1,501,291.22        | 1,988,456.00        | 75.5%                    |
| 410214 · Auto Tax Revenue                             | 0.00              | 0.00              | 183,134.01          | 158,260.56          | 320,000.00          | 49.46%                   |
| 432000 · Intergovernmental Revenue                    | 0.00              | 0.00              | 13,496.55           | 42,492.06           | 25,000.00           | 169.97%                  |
| 441270 · User Fees                                    | 360,838.14        | 232,945.60        | 2,837,830.53        | 4,520,935.96        | 2,500,000.00        | 180.84%                  |
| 471250 · Interest Income                              | 6,922.49          | 2,439.58          | 118,572.56          | 218,243.86          | 84,000.00           | 259.81%                  |
| 480271 · Compost Sales                                | 3,555.00          | 288.00            | 8,840.50            | 5,014.00            | 9,500.00            | 52.78%                   |
| 480277 O/S · Overage (Shortage)                       | -6.44             | -5.40             | -339.14             | -165.04             | 0.00                | 100.0%                   |
| 480290 · Miscellaneous Revenue                        | 25.00             | 525.00            | 5,677.12            | 1,660.00            | 4,100.00            | 40.49%                   |
| 480290C · Recycling Revenue                           | 4,791.34          | 2,553.60          | 100,498.38          | 72,755.59           | 100,000.00          | 72.76%                   |
| 499272 · Sale of Surplus Vehicles                     | 0.00              | 0.00              | 11,861.00           | 0.00                | 0.00                | 0.0%                     |
| <b>Total Income</b>                                   | <b>601,410.98</b> | <b>313,425.60</b> | <b>4,792,426.77</b> | <b>6,520,488.21</b> | <b>5,031,056.00</b> | <b>129.61%</b>           |
| <b>Expense</b>  |                   |                   |                     |                     |                     |                          |
| 510310 · WAGES  | 84,880.24         | 95,094.89         | 985,403.85          | 984,565.59          | 1,208,460.00        | 81.47%                   |
| 520000 · Payroll Tax & Benefits                       |                   |                   |                     |                     |                     |                          |
| 520320 · FICA   | 6,005.07          | 6,599.54          | 70,048.95           | 68,123.19           | 87,200.00           | 78.12%                   |
| 520330 · WYOMING RETIREMENT                           | 11,497.01         | 13,103.86         | 132,181.13          | 135,908.03          | 167,000.00          | 81.38%                   |
| 520340 · HEALTH BENEFITS                              | 26,106.07         | 29,500.98         | 267,872.94          | 316,234.46          | 470,625.00          | 67.2%                    |
| 520350 · WORKER'S COMPENSATION                        | 2,733.16          | 3,737.23          | 28,678.39           | 38,693.38           | 47,500.00           | 81.46%                   |
| 520360 · UNEMPLOYMENT INSURANCE                       | 0.00              | 0.00              | 7,475.84            | 8.08                | 15,000.00           | 0.05%                    |
| <b>Total 520000 · Payroll Tax &amp; Benefits</b>      | <b>46,341.31</b>  | <b>52,941.61</b>  | <b>506,257.25</b>   | <b>558,967.14</b>   | <b>787,325.00</b>   | <b>71.0%</b>             |
| 530000 · Travel, Seminars & Training                  |                   |                   |                     |                     |                     |                          |
| 530620 · Board Travel/Seminars                        | 29.25             | 67.84             | 2,117.40            | 1,010.78            | 5,500.00            | 18.38%                   |
| 530630 · Staff Travel, Seminars & Training            | 457.21            | 704.62            | 7,018.24            | 9,575.27            | 10,000.00           | 95.75%                   |
| <b>Total 530000 · Travel, Seminars &amp; Training</b> | <b>486.46</b>     | <b>772.46</b>     | <b>9,135.64</b>     | <b>10,586.05</b>    | <b>15,500.00</b>    | <b>68.3%</b>             |
| 540000 · Contractual Services                         |                   |                   |                     |                     |                     |                          |
| 540700 · Engineering                                  | 38,069.08         | 3,968.00          | 301,300.06          | 176,631.67          | 264,500.00          | 66.78%                   |
| 540840 · Audit/Acctg Fees                             | 0.00              | 0.00              | 9,950.00            | 10,000.00           | 10,000.00           | 100.0%                   |
| 540842 · Public Information                           | 141.90            | 1,300.15          | 8,647.92            | 4,779.00            | 10,000.00           | 47.79%                   |
| 540844 · Accountant                                   | 2,115.00          | 1,875.00          | 18,405.00           | 19,700.00           | 30,000.00           | 65.67%                   |
| 540846 · Misc.Contract Services                       | 0.00              | 0.00              | 0.00                | 378.50              | 10,000.00           | 3.79%                    |
| 540850 · Attorney Fees                                | 711.00            | 621.00            | 10,679.59           | 7,542.00            | 30,000.00           | 25.14%                   |
| <b>Total 540000 · Contractual Services</b>            | <b>41,036.98</b>  | <b>7,764.15</b>   | <b>348,982.57</b>   | <b>219,031.17</b>   | <b>354,500.00</b>   | <b>61.79%</b>            |
| 550000 · Other Admin. Expenses                        |                   |                   |                     |                     |                     |                          |
| 550610 · Office Expense                               | 1,021.36          | 586.73            | 5,902.63            | 6,154.11            | 7,000.00            | 87.92%                   |
| 550611 · Postage                                      | 0.00              | 0.00              | 1,425.46            | 1,543.35            | 1,500.00            | 102.89%                  |
| 550612 · Advertising                                  | 533.00            | 65.00             | 3,361.80            | 3,293.75            | 5,000.00            | 65.88%                   |
| 550616 · Office Equip.- Maint. & Repairs              | 286.27            | 54.14             | 6,622.65            | 4,424.24            | 10,000.00           | 44.24%                   |
| 550635 · Bank fees                                    | 1,264.08          | 1,406.40          | 13,977.38           | 15,852.19           | 16,000.00           | 99.08%                   |
| <b>Total 550000 · Other Admin. Expenses</b>           | <b>3,104.71</b>   | <b>2,112.27</b>   | <b>31,289.92</b>    | <b>31,267.64</b>    | <b>39,500.00</b>    | <b>79.16%</b>            |

Fremont County Solid Waste Disposal District  
 Profit & Loss - Modified Accrual  
 For May 2019

(with comparative data for 2018)

|   | May 18            | May 19            | Jul-May 18          | Jul-May 19          | Budget              | YTD = 92%<br>% of Budget |
|---|-------------------|-------------------|---------------------|---------------------|---------------------|--------------------------|
| <b>620000 · Operations</b>                            |                   |                   |                     |                     |                     |                          |
| <b>620420 · Operat/Maint Fuel, Lube, Filter</b>       |                   |                   |                     |                     |                     |                          |
| 620421 · Fuel   | 14,895.17         | 12,365.02         | 134,894.72          | 149,767.08          | 230,000.00          | 65.12%                   |
| 620420 · Operat/Maint Fuel, Lube, Filter - Other      | 1,683.53          | 1,934.60          | 20,255.07           | 18,189.64           |                     | 100.0%                   |
| <b>Total 620420 · Operat/Maint Fuel, Lube, Filter</b> | <u>16,578.70</u>  | <u>14,299.62</u>  | <u>155,149.79</u>   | <u>167,956.72</u>   | <u>230,000.00</u>   | <u>73.03%</u>            |
| 620430 · Equipment Repairs                            | 77,696.30         | 6,907.42          | 156,520.30          | 125,406.22          | 301,950.00          | 41.53%                   |
| 620470 · Tires/All sites                              | 1,141.20          | 1,630.36          | 27,197.09           | 18,544.94           | 38,500.00           | 48.17%                   |
| 620475 · Safety                                       | 1,497.85          | 1,060.47          | 21,159.87           | 14,857.51           | 45,000.00           | 33.02%                   |
| 620495 · Tools/all sites                              | 596.91            | 658.04            | 3,722.15            | 4,996.25            | 7,000.00            | 71.38%                   |
| 620591 · Supplles/All Sites                           | 1,532.22          | 934.41            | 6,623.48            | 13,870.49           | 16,000.00           | 86.69%                   |
| 620630 · Property Leases/Equip. Rents                 | 2,607.45          | 1,749.92          | 24,006.44           | 17,222.15           | 40,000.00           | 43.06%                   |
| 620710 · Bale Station Repair                          | 2,182.72          | 5,596.56          | 6,064.01            | 19,093.89           | 35,000.00           | 54.55%                   |
| 620711 · Baler wire                                   | 0.00              | 0.00              | 0.00                | 0.00                | 9,000.00            | 0.0%                     |
| <b>Total 620000 · Operations</b>                      | <u>103,833.35</u> | <u>32,836.80</u>  | <u>400,443.13</u>   | <u>381,948.17</u>   | <u>722,450.00</u>   | <u>52.87%</u>            |
| <b>630000 · Other Operating Expense</b>               |                   |                   |                     |                     |                     |                          |
| 630521 · Site Maintenance/All Sites                   | 8,740.18          | 23,060.24         | 32,954.00           | 78,178.00           | 96,925.00           | 80.66%                   |
| 630690 · Transfer Stations                            | 0.00              | 3,098.02          | 922.32              | 3,703.40            | 4,000.00            | 92.59%                   |
| 630695 · WInd River Res. Trnsfr Stations              | 21,232.88         | 21,657.53         | 229,452.09          | 234,041.05          | 250,000.00          | 93.62%                   |
| 630730 · Recycling                                    | 7,905.40          | 11,901.66         | 120,012.44          | 72,636.17           | 190,000.00          | 38.23%                   |
| 630740 · Financial Assurance Pmt.                     | 15.00             | 0.00              | 3,225.00            | 757.88              | 5,000.00            | 15.16%                   |
| 630839 · Bad Debts                                    | 0.00              | 0.00              | 969.27              | 51.10               | 8,600.00            | 0.59%                    |
| 630854 · Landfill Closure                             | 0.00              | 0.00              | 0.00                | 0.00                | 0.00                | 0.0%                     |
| <b>Total 630000 · Other Operating Expense</b>         | <u>37,893.46</u>  | <u>59,717.45</u>  | <u>387,535.12</u>   | <u>389,367.60</u>   | <u>554,525.00</u>   | <u>70.22%</u>            |
| <b>640650 · Utilities/All sites</b>                   |                   |                   |                     |                     |                     |                          |
| 640651 · Power  | 3,368.10          | 3,466.07          | 43,255.60           | 44,261.61           |                     |                          |
| 640652 · Cell Phone                                   | 578.59            | 533.35            | 6,829.70            | 5,931.07            |                     |                          |
| 640653 · Phones                                       | 618.99            | 535.37            | 7,097.24            | 7,891.43            |                     |                          |
| 640654 · Water  | 2,237.48          | 2,374.62          | 71,923.26           | 32,686.93           |                     |                          |
| 640655 · Internet                                     | 320.43            | 324.15            | 3,464.04            | 5,169.78            |                     |                          |
| 640656 · Propane/Natural Gas                          | 0.00              | 191.53            | 15,689.37           | 15,878.53           |                     |                          |
| 640650 · Utilitites/All sites - Other                 | 162.00            | 162.00            | 636.00              | 828.00              | 195,000.00          | 0.43%                    |
| <b>Total 640650 · Utilities/All sites</b>             | <u>7,285.59</u>   | <u>7,587.09</u>   | <u>148,895.21</u>   | <u>112,647.35</u>   | <u>195,000.00</u>   | <u>57.77%</u>            |
| 650712 · Scale Houses                                 | 3,212.40          | 497.28            | 18,420.15           | 17,127.33           | 20,000.00           | 85.64%                   |
| <b>710000 · Insurance</b>                             |                   |                   |                     |                     |                     |                          |
| 710640 · Insurance Liability                          | 0.00              | 0.00              | 7,837.00            | 8,761.31            | 8,200.00            | 106.85%                  |
| 710645 · Insurance Property                           | 0.00              | 0.00              | 35,488.00           | 24,447.99           | 26,000.00           | 94.03%                   |
| 710647 · Insurance Bonds                              | 0.00              | 0.00              | 100.00              | 200.00              | 100.00              | 200.0%                   |
| <b>Total 710000 · Insurance</b>                       | <u>0.00</u>       | <u>0.00</u>       | <u>43,425.00</u>    | <u>33,409.30</u>    | <u>34,300.00</u>    | <u>97.4%</u>             |
| 850410 · Equipment Purchase                           | 12,696.00         | 0.00              | 39,328.50           | 144,669.30          | 496,500.00          | 29.14%                   |
| 850414 · Infrastructure Improvements                  | 46,456.00         | 0.00              | 55,682.72           | 630,147.77          | 673,000.00          | 93.63%                   |
| 850410 · Office Equipment                             | 0.00              | 6,470.00          | 17,311.74           | 6,470.00            | 17,000.00           | 38.06%                   |
| 850855B · SLIB Grant Sandraw Expansion                | 0.00              | 0.00              | 0.00                | 0.00                | 0.00                | 0.0%                     |
| 880905 · Debt Service - Interest                      | 0.00              | 0.00              | 0.00                | 0.00                | 0.00                | 0.0%                     |
| 880915 · Debt Service- Principal                      | 0.00              | 0.00              | 0.00                | 0.00                | 0.00                | 0.0%                     |
| <b>Total Expense</b>                                  | <u>387,226.50</u> | <u>265,794.00</u> | <u>2,992,110.80</u> | <u>3,520,204.41</u> | <u>5,118,060.00</u> | <u>68.78%</u>            |
| <b>Net Ordinary Income</b>                            | <u>214,184.48</u> | <u>47,631.60</u>  | <u>1,800,315.97</u> | <u>3,000,283.80</u> | <u>-87,004.00</u>   | <u>-3,448.44%</u>        |
| <b>Net Income</b>                                     | <u>214,184.48</u> | <u>47,631.60</u>  | <u>1,800,315.97</u> | <u>3,000,283.80</u> | <u>-87,004.00</u>   | <u>-3,448.44%</u>        |



## Balance Sheet

As of May 31, 2019

|                                       | May 31, 19           | May 31, 18           |
|---------------------------------------|----------------------|----------------------|
| <b>ASSETS</b>                         |                      |                      |
| <b>Current Assets</b>                 |                      |                      |
| <b>Checking/Savings</b>               |                      |                      |
| 122105 · Petty Cash                   | 300.00               | 300.00               |
| 122106 · Transfer Station Cash        | 200.00               | 200.00               |
| 122107 · Scale House Cash             | 1,600.00             | 1,600.00             |
| 123110 · CB&T Checking                | 79,335.50            | 12,921.29            |
| 123115 · Edward Jones Investments     | 5,727,579.51         | 4,804,631.18         |
| 123120 · Bank of Jackson Hole         | 45,941.52            | 16,081.52            |
| 123130 · Wyo Star                     | 7,958,384.27         | 7,332,152.94         |
| 123132 · Wyo Star II                  | 2,500,000.00         | 0.00                 |
| 124135 · U.S. Bank                    | 464,143.20           | 1,048,255.05         |
| <b>Total Checking/Savings</b>         | 16,777,484.00        | 13,216,141.98        |
| <b>Accounts Receivable</b>            |                      |                      |
| 133141 · Accounts Rec - User Fees     | 199,427.80           | 436,254.98           |
| <b>Total Accounts Receivable</b>      | 199,427.80           | 436,254.98           |
| <b>Other Current Assets</b>           | 37,321.35            | 3,557.04             |
| <b>Total Current Assets</b>           | 17,014,233.15        | 13,655,954.00        |
| <b>TOTAL ASSETS</b>                   | <b>17,014,233.15</b> | <b>13,655,954.00</b> |
| <b>LIABILITIES &amp; EQUITY</b>       |                      |                      |
| <b>Liabilities</b>                    |                      |                      |
| <b>Current Liabilities</b>            | 109,637.37           | 179,888.29           |
| <b>Total Liabilities</b>              | 109,637.37           | 179,888.29           |
| <b>Equity</b>                         |                      |                      |
| 380190 · Fund Balance - Undesignat... | -708,684.02          | -47,746.26           |
| 380860 · Cash Reserve                 | 750,000.00           | 750,000.00           |
| 380970 · Closure/Post-Closure Rese... | 13,862,996.00        | 10,973,496.00        |
| <b>Net Income</b>                     | 3,000,283.80         | 1,800,315.97         |
| <b>Total Equity</b>                   | 16,904,595.78        | 13,476,065.71        |
| <b>TOTAL LIABILITIES &amp; EQUITY</b> | <b>17,014,233.15</b> | <b>13,655,954.00</b> |



Andy Frey, FCSWDD  
May 13, 2019  
Page 2

convenience. A written summary of the test results was provided to Superintendent Frey on May 31, 2019. The remaining budget is adequate to complete the additional scope of work, so no additional funding is requested.

**Shoshoni Landfill – Water Balance Cover and Closure Permit (Task Order 10-021 / Trihydro Project 09Y-004-002)**

Trihydro is currently working on the final project task, which includes preparation of a draft project manual, the manual will be submitted to the district this month.

It is our understanding that additional waste will be placed, and once completed, another site survey will be necessary to determine how much disposal capacity remains, if any, and whether changes to the permitted design will be necessary. Potential changes are expected, and we understand that the district would like the release for bid date moved to the first quarter of 2020.

The closure will require coverage under the State's Large Construction General Permit, which is part of Wyoming's Pollution Discharge Elimination System Program (WYPDES). The current Stormwater Pollution Prevent Plan (SWPPP) was prepared in 2003 for operations, and is out-of-date and inadequate for closure. The Superintendent has directed Trihydro to proceed with preparing a new SWPPP for closure as an out-of-scope item under the current Task Order, using a portion of the unspent project budget. Preparation of the SWPP is currently under way.

Please let us know if you have any questions or need additional information. You can call me on my cell phone (307-851-4674), send me an email ([jyoung@trihydro.com](mailto:jyoung@trihydro.com)), or stop by our office at 388 Main Street, Suite C, in Lander.

Attachment:

- None

**END OF MEMORANDUM**

# Memorandum



Date: June 7, 2019  
To: Andy Frey, PE, Fremont County Solid Waste Disposal District  
From: Matt Evans, PE  
Subject: Progress Report – June 2019

The following provides an update on work completed by Burns & McDonnell since the last Progress Report.

### *Capacity Audits*

The capacity audit reports are completed and were included with the January Board package. Survey's for the 2019 capacity audit will be completed in July 2019.

### *Technical Engineering Assistance*

Burns & McDonnell completed our monthly progress report, invoice and overall project management related to the administration of the project as part of this task.

### *Capital Improvement Plan Modeling*

Burns & McDonnell presented the results of this year's CIP model update and budget report at the May board meeting. The presented results included the scenario in which a larger amount of construction is completed than was presented in past years. Additionally, it also took a more conservative look at post-closure, assuming a 50-year closure period instead of 30-years as previously presented. The additional construction is for non-closure and non-post-closure related construction costs. This includes improvements to the District's facility's such as construction of a new transfer station at the Lander Landfill, entrance road improvements at the Sand Draw Landfill, and other expenses.

It is important to note that the model does not include any solid waste rate increases over the next 30-years. Rather, it remains at \$80/ton throughout the duration of the model projection.

Attached is an alternative version of the Closure/Post-Closure Fund Balance vs. Liability chart than what was presented at the May board meeting. In this version, two changes were made:

- The post-closure period was changed back to 30-years from 50-years.
- Revenue projections were changed to not include the past two years of relatively high revenue resulting from large demolition projects in the county (i.e. revenue projections are more conservative in the attached alternative results than presented at the May board meeting).

The Closure/Post-Closure Fund Balance vs. Liability chart is a means to gauge the overall long-term financial health of the District.

## Memorandum *(continued)*



June 7, 2019

Page 2

The changes resulted in the following:

- The liability line dropped approximately \$5 million. Rather, changing the 50-year post-closure assumption back to 30-years reduces the liability cost considerably. As we've discussed, 30-years is the regulatory required post-closure period. It may be longer depending on whether or not the landfill is determined to be "stable" after 30-years.
- The closure/post-closure fund balance goes in a negative direction rather than staying relatively flat after 2030. This is because revenue is not keeping up with the inflationary cost projections in the alternative model because of the more conservative approach to revenue projections. Again, it's important to note that the model does not include any tipping fee rate increases during the next 30 years.

*Leachate Management System Design, Bid Administration, and Construction Support*  
Construction of the underground storage tank project is complete and operational. A construction documentation report for the project has been finalized.

Burns & McDonnell appreciates the opportunity to work with the District. If there are any questions regarding this progress report or work that is being completed, please do not hesitate to contact me at 952-656-3629 or [maevans@burnsmcd.com](mailto:maevans@burnsmcd.com) at your earliest convenience.

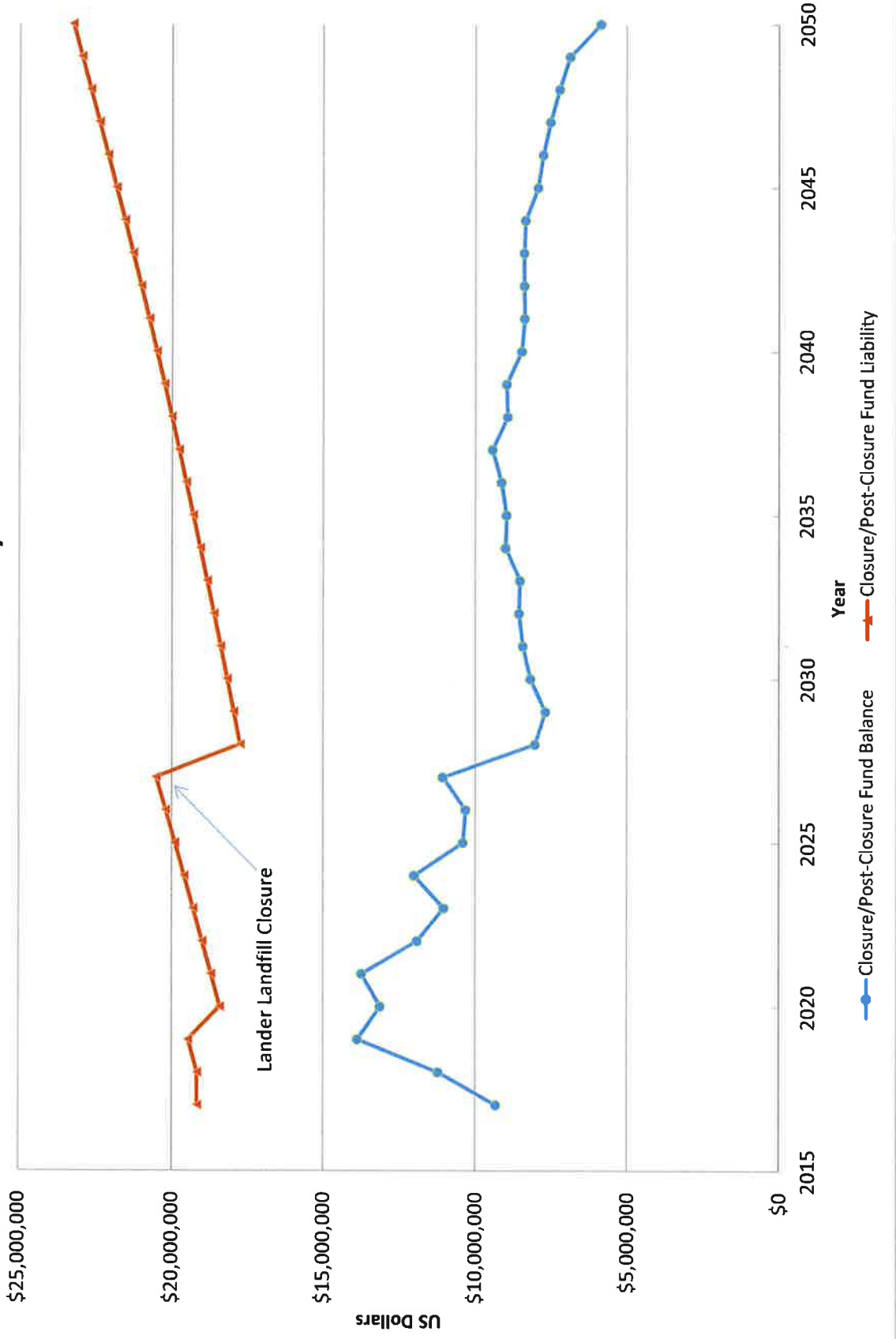
ALTERNATIVE PROJECTION, JUNE 7, 2019  
(SEE BOARD REPORT FOR SUMMARY OF CHANGES)

Closure/Post-Closure Fund  
Balance vs. Liability



PRESENTED MAY 20, 2019

### Closure/Post-Closure Fund Balance vs. Liability





## memorandum

**To:** Andy Frey, P.E., Superintendent, Fremont County SWDD  
**From:** Jeff Young, P.E.  
**cc:** Fremont County SWDD Board  
**Date:** June 10, 2019  
**Re:** Project Updates for June 17, 2019 Board Meeting

---

The following information is provided to update the Board of the Fremont County Solid Waste Disposal District (District) regarding the status of various projects that are being managed by Trihydro Corporation (Trihydro), and associated activities associated with the Wyoming Department of Environmental Quality (DEQ), Solid and Hazardous Waste Division (SHWD), Water Quality Division (WQD), and Air Quality Division (AQD). The information provided is generally limited to activity during the previous month.

### **Sand Draw, Shoshoni, Lander, and Dubois Landfills – FY 2018-2019 Monitoring (Task Order 10-023 / Trihydro Project 09Y-008-004)**

The routine Spring environmental monitoring event for the four landfills was conducted between May 29 and May 6, 2019. Groundwater and methane monitoring were completed. Laboratory analysis for a subset of the samples was delayed due to equipment issues, but Trihydro anticipates receiving data for all facilities on June 10<sup>th</sup> or 11<sup>th</sup>. As soon as data are available, we will conduct data management, statistical analysis, and remaining reporting tasks. We hope to have the report submitted for client review by June 26, with the final submittal to WDEQ by June 28, 2019.

The next Sand Draw air quality report will be a Semiannual Monitoring Report, due to AQD on July 31<sup>st</sup>.

### **Technical Assistance (Task Order 10-024 / Trihydro Project 09Y-005-005)**

Technical assistance activities during the previous month included:

- A project status report was prepared for the monthly Board meeting.

### **Sand Draw Landfill – Water Balance Cover and Lifetime Operating Permit (Task Order 10-019 / Trihydro Project 09Y-001-005)**

No updates to report.

### **Lander Landfill – Water Balance Cover and Lifetime Operating Permit (Task Order 10-020 / Trihydro Project 09Y-009-002)**

Change Order No. 5 was received on April 4, 2019 for additional soil sampling completed in December 2018. Laboratory analysis has been reviewed and will be discussed with Superintendent Frey at his

Fremont County Solid Waste Disposal District  
**Superintendent Report**  
June 17, 2019, 2019

Office/Staff/Board/Inter-Government

Office:

1. The calculated tonnages and cost per ton are as follows (calculated using monthly expenses and monthly tonnages):
  - a. 2013 = \$140 & 31,472 total tons
  - b. 2014 = \$176 & 27,562 total tons
  - c. 2015 = \$99 & 31,890 total tons
  - d. 2016 = \$103 & 29,659 total tons
  - e. 2017 = \$102 & 33,483 total tons
  - f. 2018 = \$106 & 36,352 total tons
  - g. 1<sup>st</sup> Quarter of 2019 = \$48 & 16,142 total tons (checked and confirmed – a large volume of demolition waste has been received. This waste contained a large percentage of concrete, bricks and mortar → very heavy materials).
2. The 2019 Workers' Compensation rate has been provided and is 2.53. This is down from 3.93 last year.

Staff:

1. June 2019 – following the approval of the **Safety Incentive Program** in April 2015, and the implementation July 1, 2015, the Riverton Area staff (i.e. Riverton Transfer Station and the Sand Draw Landfill) has not had a single lost-time accident/incident → **3 years and 11 months**, and the Lander Area staff (i.e. Lander Landfill, Dubois Landfill, and the rural transfer stations) had one lost-time accident early on but has now made it **3 years and 5 months!!**
2. June 5 & 6, 2019 – the Staff appreciation lunches were held in Riverton and Dubois with all available staff in attendance.

Board:

1. April 2019 – The following represents the previous list of **Board Committees and Members**.
  - a. Recycling Committee: Jennifer Lamb, Gary Weisz, Bob Townsend, and Mark Moxley.
  - b. Health Benefit and Wage Committee: Rob Dolcater, Mike Adams, Gary Weisz, and Gina Clingerman.
  - c. Rate Committee: Bob Townsend, Steve Baumann, Gina Clingerman, and Gary Weisz.
  - d. Budget Committee: Rick Klapproth, Gary Weisz, Rob Dolcater, and Mark Moxley.
  - e. WRIR Solid Waste Negotiations Committee: Gina Clingerman, Steve Baumann, Gary Weisz, and Mark Moxley.
  - f. Rural Transfer Station Committee: Mark Moxley, Bob Townsend, Gary Weisz, and Rob Dolcater.

Inter-Government:

1. State:
  - a. June 2019 – The State of Wyoming Construction Division has developed a bid package for contractors to haul materials generated during the **Wyoming Life**



**Resource Center demolition work.** There is up to 10,000 cubic yards of materials that will be delivered to one of the District's landfills.

2. County – **No Updates**

3. Municipalities:

- a. May 2019 – the Lander Mayor and I have been discussing the potentiality of the City working towards a **city-wide curbside garbage program**.

**Regulatory/Engineering/Legal/General Contractors**

Regulatory – **No Updates**

Engineering – **No Updates**

Legal – **No Updates**

General Contractors – **No Updates**

**Sites/Operations/Equipment:**

Sites:

1. June 2019 – Signs have been ordered to show the new schedules for the **rural transfer stations**. The training has been scheduled for the Atlantic City volunteer group and the Jeffrey City group (we have not yet received a signed agreement from either of the groups as of 6/10/2019).

Operations – **No Updates**

Equipment:

1. June 2019 – The newly ordered roll-off containers have started to show up. To date (i.e. 6/10/2019) six of the nine containers have been delivered.

**Miscellaneous/Upcoming Work & Events/Work in Progress:**

Miscellaneous: **No Updates**

Upcoming Work & Events:

1. June 22, 2019 – The **2019 Household Hazardous Waste and Chemical Waste Cleanup Event** has been scheduled for June 22, 2019. A flyer was included with the May 2019 Board meeting packet.

Work in Progress:

1. June 2019 – The **Aluminum and Tin Sales contract** has been signed.
2. June 2019 – The **Window Replacement contract** has been signed by both parties.

Thank you,



Andrew Frey, P.E.

Superintendent of Operations

Fremont County Solid Waste Disposal District



June 10, 2019

Fremont County Solid Waste Disposal District  
Attn: Andrew Frey  
P O Box 1400  
Lander, WY 82501

Dear Mr. Frey,

We would like to request another one-year extension of our Scrap Metal and Recycling Agreement.  
Thank you for your consideration.



Breck Skaggs  
Federal Auto Recycling

June 10, 2019

Board of Directors  
Mark Moxley, Chairman  
Fremont County Solid Waste Disposal District  
Lander, WY 82520

Dear Board of Directors:

This letter is to confirm our understanding of the terms and objectives of my engagement and the nature and limitations of the services I will provide.

My engagement will be limited to assisting the Fremont County Solid Waste Disposal District and its' staff with the services as described on the attached task order list.

I will not audit or review your financial statements, or any other accounting documents, in accordance with generally accepted auditing standards. Accordingly, I ask that you not in any manner refer to my services as an audit or review. Any financial statements generated will be for internal use only and I will not issue a report on the internal use statements. My engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist. However, it may be necessary to ask you for clarification of some of the information you provide, and I will inform you of any material errors, fraud or other illegal acts that come to my attention, unless they are clearly inconsequential.

You are responsible for adopting sound accounting policies, for maintaining an adequate and efficient accounting system, for safeguarding assets, for authorizing transactions, for retaining supporting documentation for those transactions, and for devising a system of internal controls that will, among other things, help assure the preparation of proper financial statements. Furthermore, you are responsible for management decisions and functions, and for evaluating the adequacy and results of those services.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing me about all known or suspected fraud affecting the Organization involving (a) management (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. You are also responsible for informing me of your knowledge of any allegations of fraud or suspected fraud affecting the Organization received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

June 10, 2019  
Fremont County Solid Waste Disposal District  
Page 2

My fees and costs will be billed monthly at the rate of \$100 per hour, and are payable upon receipt. Invoices unpaid 30 days past the billing date may be deemed delinquent, and are subject to an interest charge of 1.5% per month. I reserve the right to suspend our services or to withdraw from this engagement in the event that any of my invoices are deemed delinquent. In the event that any collection action is required to collect unpaid balances due, you agree to reimburse me for my costs of collection, including attorneys' fees.

If either party elects to terminate my services, for any reason, my engagement will be deemed to have been completed upon written notification of termination. You will be obligated to compensate me through the date of termination.

In connection with this engagement, I may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, I cannot guarantee or warrant that emails from me will be properly delivered and read only by the addressee. Therefore, I specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by me in connection with the performance of this engagement. In that regard, you agree that I shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

It is my policy to retain engagement documentation for a period of three years, after which time I will commence the process of destroying the contents of our engagement files. To the extent I accumulate any of your original records during the engagement; those documents will be returned to you. The balance of my engagement file is my property, and I will provide copies of such documents at my discretion.

In the event I am required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this engagement, you agree to compensate me at my standard hourly rates then existing for the time we expend in connection with such response, and to reimburse me for all of our out-of-pocket costs incurred in that regard.

June 10, 2019  
Fremont County Solid Waste Disposal District  
Page 3

Any litigation arising out of this engagement, must be filed within the time period allowed by Wyoming Statutes.

If you agree that the foregoing terms shall govern this engagement, please sign the copy of this letter in the space provided and return the original signed letter to me, keeping a fully-executed copy for your records.

Thank you for your attention to this matter, and please contact me with any questions that you may have.

Sincerely,



SLB, Inc.  
Susan L. Brodie, CPA

**ACCEPTED AND AGREED:**

Fremont County Solid Waste Disposal District

By: \_\_\_\_\_  
Mark Moxley  
Chairman of the Board

\_\_\_\_\_ Date

**Task List for Accounting Services  
For Fiscal Year Ending 6/30/2020**

**Accounting Services to be performed by:**

SLB, Inc., Susan L Brodie, CPA  
PO Box 731, Lander, WY 82520  
(307) 330-7181  
[susan CPA@wyoming.com](mailto:susan CPA@wyoming.com)

| <b>Task Number</b>                     | <b>Name</b>             | <b>Description</b>  | <b>Cost not to exceed</b> | <b>Estimated Completion</b> |
|--|-------------------------|---|---------------------------|-----------------------------|
| 2020-1                                 | Financial Statements    | Review draft annual financial statements for auditors for fiscal year ended 6/30/18, prepare Management Discussion & Analysis and other   | \$ 4,000.00               | Nov-19                      |
| 2020-2                                 | Audit Support           | Prepare work papers and information for audited financial statement. Provide information to auditors as requested.  | \$ 5,000.00               | Oct-19                      |
| 2020-3                                 | Budgets                 | Finalize 2018-19 budget administration. Assist with the preparation the budget document for the next fiscal year, assist superintendent with financial projections and budgeting procedures required. | \$ 4,000.00               | Jun-20                      |
| 2020-4                                 | Monthly Review          | Review monthly financial reports and make necessary adjustments. Prepare Board reports and review sheet for files.  | \$ 4,800.00               | Jun-20                      |
| 2020-5                                 | Long-term Plan & Grants | Assist the Board and superintendent with the long term financial planning for closure and post-closure costs, equipment plan, etc. Assist with grant reporting  | \$ 1,600.00               | Jun-20                      |
| 2020-6                                 | Board Meetings          | Attend board meetings, when requested, and assist with financial information provided to board members.   | \$ 1,750.00               | Jun-20                      |
| 2020-                                  | Miscellaneous           | Other accounting services as requested by FCSWDD, if needed   | \$ 8,850.00               | Jun-20                      |
| Total Budget for Year Ending 6/30/2019 |                         |   | <u>\$ 30,000.00</u>       |                             |



**TRIHYDRO CORPORATION – FREMONT COUNTY SOLID WASTE DISPOSAL DISTRICT  
NON-EXCLUSIVE SERVICE AGREEMENT  
TASK ORDER**

Task Order No.: 10-026

Date: June 10, 2019

Job No.: 09Y-008-005

Location of Project: Fremont County, Wyoming

Contract: Non-Exclusive Service Agreement between Trihydro Corporation and Fremont County Solid Waste Disposal District, dated July 22, 2010.

Services to be Performed: Trihydro will perform environmental monitoring activities at the Sand Draw, Shoshoni, Lander, and Dubois Landfills per the environmental monitoring plans for each facility. Trihydro will also perform semiannual and annual reporting, and up to \$5,000 of renewal application support, for the Title V operating permit for the Sand Draw Landfill. Work will be performed in the District's Fiscal Year 2019-2020.

Schedule - Commencement Date: July 01, 2019  
Completion Date: June 30, 2020

Trihydro's Project Manager: Travis Evans  
Client's Project Manager: Andy Frey

Attachments: A. Trihydro 2019 Standard Schedule of Charges

Other Information: Subject work will be billed according to the Non-Exclusive Service Agreement between Trihydro Corporation and Fremont County Solid Waste Disposal District, dated July 22, 2010. Costs shall be on a time and materials basis not to exceed \$84,065.00, without prior written authorization from Fremont County Solid Waste Disposal District.

Health and Safety Considerations: Trihydro will prepare and implement a site-specific health and safety plan for Trihydro employees.

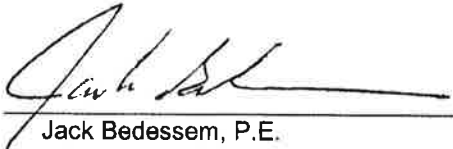
This TASK ORDER is made and entered into pursuant to that certain Non-Exclusive Service Agreement between Trihydro Corporation and Fremont County Solid Waste Disposal District, dated July 22, 2010, the terms, conditions, and provisions whereof are hereby incorporated herein and made a part hereof.

Facsimile/email signatures will be accepted to execute this Task Order.

**FREMONT COUNTY SOLID WASTE  
DISPOSAL DISTRICT**

**TRIHYDRO CORPORATION**

BY: \_\_\_\_\_

BY:   
\_\_\_\_\_  
Jack Bedessem, P.E.

TITLE: \_\_\_\_\_

TITLE: President and CEO

**ATTACHMENT A**  
**TRIHYRO 2019 STANDARD SCHEDULE OF CHARGES**



# TRIHYDRO STANDARD SCHEDULE OF CHARGES

JANUARY 1, 2019 - DECEMBER 31, 2019 <sup>2, 3, 4</sup>

| <u>PERSONNEL</u>  | <u>UNIT RATE<sup>1, 7</sup></u> |
|---|---------------------------------|
| Senior Principal .....                                    | 227.00/hour                     |
| Principal .....   | 206.00/hour                     |
| Project Principal .....                                   | 185.00/hour                     |
| Technical Specialist 4 .....                              | 247.00/hour                     |
| Technical Specialist 3 .....                              | 227.00/hour                     |
| Technical Specialist 2 .....                              | 211.00/hour                     |
| Technical Specialist 1 .....                              | 196.00/hour                     |
| Professional Level 12 .....                               | 200.00/hour                     |
| Professional Level 11 .....                               | 189.00/hour                     |
| Professional Level 10 .....                               | 174.00/hour                     |
| Professional Level 9 .....                                | 159.00/hour                     |
| Professional Level 8 .....                                | 144.00/hour                     |
| Professional Level 7 .....                                | 129.00/hour                     |
| Professional Level 6 .....                                | 114.00/hour                     |
| Professional Level 5 .....                                | 99.00/hour                      |
| Professional Level 4 .....                                | 90.00/hour                      |
| Professional Level 3 .....                                | 80.00/hour                      |
| Professional Level 2 .....                                | 70.00/hour                      |
| Professional Level 1 .....                                | 60.00/hour                      |
| Technician Level 8 .....                                  | 118.00/hour                     |
| Technician Level 7 .....                                  | 108.00/hour                     |
| Technician Level 6 .....                                  | 99.00/hour                      |
| Technician Level 5 .....                                  | 91.00/hour                      |
| Technician Level 4 .....                                  | 80.00/hour                      |
| Technician Level 3 .....                                  | 70.00/hour                      |
| Technician Level 2 .....                                  | 60.00/hour                      |
| Technician Level 1 .....                                  | 49.00/hour                      |
| Administrative 4 .....                                    | 74.00/hour                      |
| Administrative 3 .....                                    | 70.00/hour                      |
| Administrative 2 .....                                    | 60.00/hour                      |
| Administrative 1 .....                                    | 49.00/hour                      |
| <u>EXPENSES</u>   |                                 |
| Subcontracts (Labor, Equipment and Services) .....        | Cost + 10%                      |
| Shipping (i.e. Documents, Equipment, Supplies) .....      | Cost                            |
| <u>TRAVEL EXPENSES</u>                                    |                                 |
| Meal Per Diem <sup>6</sup> .....                          | \$45/day/person                 |
| Airline Tickets .....                                     | Cost                            |
| Hotel/Motel .....   | Cost                            |
| Rental Vehicle .....                                      | Cost                            |
| <u>FIELD EXPENSES AND EQUIPMENT</u>                       |                                 |
| Consumable Field Supplies .....                           | Cost + 10%                      |
| Rental Equipment .....                                    | Cost + 10%                      |
| Purchased Equipment .....                                 | Cost + 10%                      |
| Company Field Instruments, Equipment, Vehicles, etc. .... | See Field Charge Sheet          |
| Consumable Field Supplies and PPE .....                   | See Field Charge Sheet          |
| Company Vehicles (daily) <sup>5</sup> .....               | \$86/day min or 58.0 cents/mile |
| Company Vehicles (monthly) .....                          | Cost + fuel cost                |

1. The above charges include fringe benefits, overhead and profit. No multiplier is used for billing.
2. An annual escalation rate less than or equal to 5% will be applied to these rates for multi-year projects and contracts.
3. Payment of invoices shall be due within thirty days; delinquent amounts due shall accrue a late charge of 1 1/2% per month from date of invoice.
4. The rates in this Schedule of Charges are subject to change on December 31, 2019.
5. Minimum charge of \$86/day. Daily mileage exceeding 148 miles is charged at the current IRS rate per mile. Mileage rates are subject to change throughout the year.
6. Any international travel meal per diem will be at cost.
7. Expert testimony services, including but not limited to review and preparation of documents, preparation for and time spent in depositions, and preparation for and time spent during arbitration or trial testimony, as well as related research and evaluation, shall be charged at 1.5 times the individual's billing level.



**TRIHYDRO CORPORATION – FREMONT COUNTY SOLID WASTE DISPOSAL DISTRICT  
NON-EXCLUSIVE SERVICE AGREEMENT  
TASK ORDER**

Task Order No.: 10-025

Date: June 10, 2019

Job No.: 09Y-005-006

Location of Project: Fremont County, Wyoming

Contract: Non-Exclusive Service Agreement between Trihydro Corporation and Fremont County Solid Waste Disposal District, dated July 22, 2010.

Services to be Performed: Trihydro will provide monthly board reports and technical assistance activities (e.g., surveying, engineering, environmental, and regulatory) on an as-requested basis for the Dubois, Lander, Sand Draw, and Shoshoni Landfills. Work will be performed during the District's Fiscal Year 2019-2020.

Schedule - Commencement Date: July 01, 2019  
Completion Date: June 30, 2020

Trihydro's Project Manager: Travis Evans  
Client's Project Manager: Andy Frey

Attachments: A. Trihydro 2019 Standard Schedule of Charges

Other Information: Subject work will be billed according to the Non-Exclusive Service Agreement between Trihydro Corporation and Fremont County Solid Waste Disposal District, dated July 22, 2010. Costs shall be on a time and materials basis not to exceed \$22,600.00, without prior written authorization from Fremont County Solid Waste Disposal District.

Health and Safety Considerations: Trihydro will prepare and implement a site-specific health and safety plan for Trihydro employees.

This TASK ORDER is made and entered into pursuant to that certain Non-Exclusive Service Agreement between Trihydro Corporation and Fremont County Solid Waste Disposal District, dated July 22, 2010, the terms, conditions, and provisions whereof are hereby incorporated herein and made a part hereof.

Facsimile/email signatures will be accepted to execute this Task Order.

**FREMONT COUNTY SOLID WASTE  
DISPOSAL DISTRICT**

**TRIHYDRO CORPORATION**

BY: \_\_\_\_\_

BY:   
Jack Bedessem, P.E.

TITLE: \_\_\_\_\_

TITLE: President and CEO

**ATTACHMENT A**  
**TRIHYDRO 2019 STANDARD SCHEDULE OF CHARGES**

# TRIHYDRO STANDARD SCHEDULE OF CHARGES

JANUARY 1, 2019 - DECEMBER 31, 2019 <sup>2, 3, 4</sup>

| <u>PERSONNEL</u>  | <u>UNIT RATE<sup>1, 7</sup></u> |
|---|---------------------------------|
| Senior Principal .....                                    | 227.00/hour                     |
| Principal .....   | 206.00/hour                     |
| Project Principal .....                                   | 185.00/hour                     |
| Technical Specialist 4 .....                              | 247.00/hour                     |
| Technical Specialist 3 .....                              | 227.00/hour                     |
| Technical Specialist 2 .....                              | 211.00/hour                     |
| Technical Specialist 1 .....                              | 196.00/hour                     |
| Professional Level 12 .....                               | 200.00/hour                     |
| Professional Level 10 .....                               | 189.00/hour                     |
| Professional Level 9 .....                                | 174.00/hour                     |
| Professional Level 8 .....                                | 159.00/hour                     |
| Professional Level 7 .....                                | 144.00/hour                     |
| Professional Level 6 .....                                | 129.00/hour                     |
| Professional Level 5 .....                                | 114.00/hour                     |
| Professional Level 4 .....                                | 99.00/hour                      |
| Professional Level 3 .....                                | 90.00/hour                      |
| Professional Level 2 .....                                | 80.00/hour                      |
| Professional Level 1 .....                                | 70.00/hour                      |
| Technician Level 8 .....                                  | 118.00/hour                     |
| Technician Level 7 .....                                  | 108.00/hour                     |
| Technician Level 6 .....                                  | 99.00/hour                      |
| Technician Level 5 .....                                  | 91.00/hour                      |
| Technician Level 4 .....                                  | 80.00/hour                      |
| Technician Level 3 .....                                  | 70.00/hour                      |
| Technician Level 2 .....                                  | 60.00/hour                      |
| Technician Level 1 .....                                  | 49.00/hour                      |
| Administrative 4 .....                                    | 74.00/hour                      |
| Administrative 3 .....                                    | 70.00/hour                      |
| Administrative 2 .....                                    | 60.00/hour                      |
| Administrative 1 .....                                    | 49.00/hour                      |
| <u>EXPENSES</u>   |                                 |
| Subcontracts (Labor, Equipment and Services) .....        | Cost + 10%                      |
| Shipping (i.e. Documents, Equipment, Supplies) .....      | Cost                            |
| <u>TRAVEL EXPENSES</u>                                    |                                 |
| Meal Per Diem <sup>6</sup> .....                          | \$45/day/person                 |
| Airline Tickets .....                                     | Cost                            |
| Hotel/Motel .....   | Cost                            |
| Rental Vehicle .....                                      | Cost                            |
| <u>FIELD EXPENSES AND EQUIPMENT</u>                       |                                 |
| Consumable Field Supplies .....                           | Cost + 10%                      |
| Rental Equipment .....                                    | Cost + 10%                      |
| Purchased Equipment .....                                 | Cost + 10%                      |
| Company Field Instruments, Equipment, Vehicles, etc. .... | See Field Charge Sheet          |
| Consumable Field Supplies and PPE .....                   | See Field Charge Sheet          |
| Company Vehicles (daily) <sup>5</sup> .....               | \$86/day min or 58.0 cents/mile |
| Company Vehicles (monthly) .....                          | Cost + fuel cost                |

1. The above charges include fringe benefits, overhead and profit. No multiplier is used for billing.
2. An annual escalation rate less than or equal to 5% will be applied to these rates for multi-year projects and contracts.
3. Payment of invoices shall be due within thirty days; delinquent amounts due shall accrue a late charge of 1 1/2% per month from date of invoice.
4. The rates in this Schedule of Charges are subject to change on December 31, 2019.
5. Minimum charge of \$86/day. Daily mileage exceeding 148 miles is charged at the current IRS rate per mile. Mileage rates are subject to change throughout the year.
6. Any international travel meal per diem will be at cost.
7. Expert testimony services, including but not limited to review and preparation of documents, preparation for and time spent in depositions, and preparation for and time spent during arbitration or trial testimony, as well as related research and evaluation, shall be charged at 1.5 times the individual's billing level.

AMENDMENT NO 5  
To  
AGREEMENT FOR ENVIRONMENTAL SERVICES AND REMEDIATION

Between  
BURNS & McDONNELL ENGINEERING COMPANY, INC.  
Kansas City, Missouri  
And  
FREMONT COUNTY, WYOMING  
Lander, Wyoming

This Contract Amendment is made by and between Burns & McDonnell Engineering Company, Inc. (hereinafter CONTRACTOR), and Fremont County, Wyoming (hereinafter CLIENT) this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

Whereas, it is the mutual desire of the parties hereto to amend the Master Services Agreement for Professional Consulting Services entered into on May 20, 2014 (hereinafter called the Existing Agreement). The Existing Agreement shall be amended as follows:

- The attached CONTRACTOR's Hourly Professional Services Billing Rates shall replace Attachment "B-1" of the Existing Agreement and all other Hourly Professional Services Billing Rates included as part of previous amendments to the Existing Agreement.
- The "Contract Time" provision shall be modified as follows:

Contract Time. The contract to be performed under this Existing Agreement shall be substantially completed by the following date: ~~June 30, 2019~~ **June 30, 2020**.

This Amendment will be deemed a part of, and be subject to, all terms and conditions of the Existing Agreement. Except as modified above, the Existing Agreement will remain in full force and effect.

AUTHORIZATION BY:  
FREMONT COUNTY SOLID WASTE DISPOSAL DISTRICT

By \_\_\_\_\_

Date \_\_\_\_\_

ACCEPTED BY:  
BURNS & MCDONNELL ENGINEERING COMPANY, INC.

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

Date \_\_\_\_\_

### Schedule of Hourly Professional Service Billing Rates

| Position<br>Classification | Classification<br>Level | Hourly<br>Billing Rate |
|----------------------------|-------------------------|------------------------|
| General Office*            | 5                       | \$70.00                |
| Technician*                | 6                       | \$80.00                |
| Assistant*                 | 7                       | \$91.00                |
|                            | 8                       | \$128.00               |
|                            | 9                       | \$140.00               |
| Staff*                     | 10                      | \$157.00               |
|                            | 11                      | \$171.00               |
| Senior                     | 12                      | \$187.00               |
|                            | 13                      | \$206.00               |
| Associate                  | 14                      | \$218.00               |
|                            | 15                      | \$232.00               |

**Notes**

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 7%.
3. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
4. The services of contract/agency personnel shall be billed to Owner according to the rate sheet as if such contract/agency personnel is a direct employee of Burns & McDonnell.
5. The rates shown above are effective for services through June 30, 2020 and are subject to revision thereafter. Annual rate increases will be limited to a maximum of 4%.

FREMONT COUNTY SOLID WASTE DISPOSAL DISTRICT  
Lander, Wyoming  
AUTHORIZATION NO. 21  
FOR SERVICES TO  
BURNS & McDONNELL ENGINEERING COMPANY, INC.  
Kansas City, Missouri

In accordance with the AGREEMENT FOR ENVIRONMENTAL SERVICES AND REMEDIATION dated May 20, 2014 between Fremont County Solid Waste Disposal District (hereinafter called CLIENT) and Burns & McDonnell Engineering Company, Inc. (hereinafter called CONTRACTOR), CLIENT hereby authorizes CONTRACTOR to proceed with the following services:

**1. Basic Services**

Basic Services are services and work which will be performed by CONTRACTOR for the Project. The following are Basic Services for FY 2019-2020. They are the same Basic Services that were provided in previous capacity audit authorizations.

1.1 Professional Services:

**CAPACITY AUDITS**

***Part 1: TOPOGRAPHICAL SURVEY***

The CONTRACTOR shall complete a topographical survey during the first two weeks of July at all four District landfill facilities, which includes:

- Dubois Landfill
- Lander Landfill
- Sand Draw Landfill
- Shoshoni Landfill

The topographical survey shall be at a level of detail to produce 1-foot contours for the Permitted Waste Areas. All permanent infrastructure shall be located as part of the survey, including, culverts, power poles, buildings, monitoring wells, road edges, trees, fence lines, and gates.

The landfill facilities have the following acreages:

| Landfill  | Property Acreage | Permitted Waste Area |
|-----------|------------------|----------------------|
| Dubois    | 40-Acres         | 7-Acres              |
| Lander    | 216-Acres        | 39-Acres             |
| Sand Draw | 217-Acres        | 80-Acres             |
| Shoshoni  | 45-Acres         | 27-Acres             |

***Part 2: VOLUME ANALYSIS and AIRSPACE UTILIZATION CALCULATION***

The CONTRACTOR shall complete volume analysis for the four landfills, as well as several stockpiles located on the properties. Airspace utilization calculations shall also be completed for the landfills.

**Landfill Analysis**

Topographical surveys were completed at Dubois, Lander, Sand Draw, and Shoshoni Landfills annually in July of each year.

CONTRACTOR shall compute volume of waste placed at Dubois, Lander, Sand Draw, and Shoshoni

Landfills using the previous year surveys and the new topographical survey completed in Part 1 above. Volume calculation shall be completed using computer aided design program. CONTRACTOR shall calculate the airspace utilization for the landfill by dividing the waste tonnage placed in the landfill during the period between surveys by the calculated volume.

***Part 3: REMAINING LANDFILL LIFE PROJECTIONS***

The CONTRACTOR shall calculate the remaining landfill life by using final cover contours provided by the District. The final covers contours shall be used to calculate the remaining site volume. The remaining landfill life shall be calculated by using the remaining landfill volume, calculated air space utilization, and growth rate projection provided by the District.

***Part 4: SOIL BALANCE ANALYSIS***

The CONTRACTOR shall complete a soil balance analysis that determines long term soil needs for the site. The soil balance will be based on future soil needs for daily cover, intermediate cover, and final cover. The soil balance shall take into account soil volumes within stockpiles and permitted borrow areas.

Operational discussions between the CONTRACTOR discussions with the District shall be utilized to determine appropriate soil ratio used for daily cover at individual sites, as well as the future landfill cap design. This information shall be used with the remaining volume calculation that was determined in Task 2.0 to determine the needed remaining soil needs for the landfill.

***Part 5: CLOSURE AND POST-CLOSURE COST ESTIMATE UPDATES***

The CONTRACTOR shall complete a closure and post-closure cost estimate for the four landfills. The cost estimate shall provide a cost for closure and post-closure care estimate for the four landfills based on the current stage of each respective site, and on each respective site reaching maximum capacity.

**Deliverables**

CONTRACTOR shall submit the following deliverables to the District:

- Technical Memorandum summarizing calculations shall be completed. Memorandum should include tables summarizing Annual Volume Consumed, Remaining Volume, Airspace Utilization, Remaining Landfill Life, and any assumptions made in the process.

CONTRACTOR will proceed with providing the services set forth herein as of July 1, 2019 and complete the services by October 15, 2020.

1.2 Construction Work: **NONE**



**2. Additional Services**

Additional Services are services or work which may be performed by CONTRACTOR for the Project, but which will be done at additional cost and are not included in the Project Budget. The following are Additional Services: **NONE**

**3. Excluded Services**

Excluded Services are services or work which will not be performed by CONTRACTOR unless CONTRACTOR specifically agrees to perform such services or work. Excluded Services include, but are not limited to: **NONE**

**4. Compensation**

CLIENT shall compensate CONTRACTOR for providing the services set forth herein in accordance with the terms or the existing Agreement. The cost initially authorized for the services is thirty-six thousand dollars (\$36,000) and will be invoiced to the CLIENT on a time and materials basis. The CONTRACTOR shall not exceed this amount without prior written approval of CLIENT.

AUTHORIZATION BY:

FREMONT COUNTY SOLID WASTE DISPOSAL DISTRICT

By \_\_\_\_\_

Date \_\_\_\_\_

ACCEPTED BY:

BURNS & MCDONNELL ENGINEERING COMPANY, INC.

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

Date: \_\_\_\_\_

FREMONT COUNTY SOLID WASTE DISPOSAL DISTRICT  
Lander, Wyoming  
AUTHORIZATION NO. 22  
FOR SERVICES TO  
BURNS & McDONNELL ENGINEERING COMPANY, INC.  
Kansas City, Missouri

In accordance with the AGREEMENT FOR ENVIRONMENTAL SERVICES AND REMEDIATION dated May 20, 2014 between Fremont County Solid Waste Disposal District (hereinafter called CLIENT) and Burns & McDonnell Engineering Company, Inc. (hereinafter called CONTRACTOR), CLIENT hereby authorizes CONTRACTOR to proceed with the following services:

**1. Basic Services**

Basic Services are services and work which will be performed by CONTRACTOR for the Project. The following are Basic Services for FY 2019-2020. They are the same Basic Services that were provided in previous technical engineering assistance authorizations.

1.1 Professional Services:

**TECHNICAL ENGINEERING ASSISTANCE: DISTRICT SITE/OPERATIONAL GUIDANCE & BOARD REPORTS**

The CONTRACTOR shall provide operational guidance and on-call engineering services for the District's facilities as requested by the solid waste superintendent. The CONTRACTOR is expected to be familiar with the Districts varying operations and permitting requirements. The CONTRACTOR will also provide a written Board Report for each regularly scheduled Board meeting (which is approximately one per month), updating the Board on all current activities. For purposes of establishing a budget for this task, Burns & McDonnell has assumed 100 hours of professional time will be needed to complete the board reports and requested guidance and on-call engineering.

CONTRACTOR will proceed with providing the services set forth herein as of July 1, 2019. The services shall be completed by June 30, 2020.

1.2 Construction Work: **NONE**

**2. Additional Services**

Additional Services are services or work which may be performed by CONTRACTOR for the Project, but which will be done at additional cost and are not included in the Project Budget. The following are Additional Services: **NONE**

**3. Excluded Services**

Excluded Services are services or work which will not be performed by CONTRACTOR unless CONTRACTOR specifically agrees to perform such services or work. Excluded Services include, but are not limited to: **NONE**

**4. Compensation**

CLIENT shall compensate CONTRACTOR for providing the services set forth herein in accordance with the terms or the existing Agreement. The cost initially authorized for the services is twenty-thousand dollars (\$20,000) and will be invoiced to the CLIENT on a time and materials basis. The CONTRACTOR shall not exceed this amount without prior written approval of CLIENT.

AUTHORIZATION BY:

FREMONT COUNTY SOLID WASTE DISPOSAL DISTRICT

By \_\_\_\_\_

Date \_\_\_\_\_

ACCEPTED BY:

BURNS & MCDONNELL ENGINEERING COMPANY, INC.

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

Date \_\_\_\_\_

FREMONT COUNTY SOLID WASTE DISPOSAL DISTRICT  
Lander, Wyoming  
AUTHORIZATION NO 23  
FOR SERVICES TO  
BURNS & McDONNELL ENGINEERING COMPANY, INC.  
Kansas City, Missouri

In accordance with the AGREEMENT FOR ENVIRONMENTAL SERVICES AND REMEDIATION dated May 20, 2014 between Fremont County Solid Waste Disposal District (hereinafter called CLIENT) and Burns & McDonnell Engineering Company, Inc. (hereinafter called CONTRACTOR), CLIENT hereby authorizes CONTRACTOR to proceed with the following services:

**1. Basic Services**

Basic Services are services and work which will be performed by CONTRACTOR for the Project. The following are Basic Services for FY 2019-2020. They are the same Basic Services that were provided in previous CIP model review and update authorizations.

1.1 Professional Services:

**CIP MODEL REVIEW AND UPDATE**

The CONTRACTOR shall meet with the District as needed to understand the previous, current, and future year capital expenses and revenues. The CONTRACTOR shall also meet with the District to review and update the capital improvement project model and evaluate the rate schedule. Rate adjustment alternatives will also be developed by the CONTRACTOR and recommended to the District if deemed necessary.

The results of the CIP and Rates Review shall be summarized and presented to the District at a regularly scheduled board meeting by the CONTRACTOR. The presentations shall include a summary of the financial situation of the District, as well as answer any further District questions. For purposes of establishing a budget for this task, CONTRACTOR has assumed 80 hours of professional time, and one trip to Lander, WY, will be needed to complete the CIP model review and update work.

CONTRACTOR will proceed with providing the services set forth herein as of July 1, 2019 and complete the services by June 30, 2020.

1.2 Construction Work: **NONE**

**2. Additional Services**

Additional Services are services or work which may be performed by CONTRACTOR for the Project, but which will be done at additional cost and are not included in the Project Budget. The following are Additional Services: **NONE**

**3. Excluded Services**

Excluded Services are services or work which will not be performed by CONTRACTOR unless CONTRACTOR specifically agrees to perform such services or work. Excluded Services include, but are not limited to: **NONE**

**4. Compensation**

CLIENT shall compensate CONTRACTOR for providing the services set forth herein in accordance with the terms or the existing Agreement. The cost initially authorized for the services is seventeen thousand dollars (\$17,000) and will be invoiced to the CLIENT on a time and materials basis. The CONTRACTOR shall not exceed this amount without prior written approval of CLIENT.

AUTHORIZATION BY:

FREMONT COUNTY SOLID WASTE DISPOSAL DISTRICT

By \_\_\_\_\_

Date \_\_\_\_\_

ACCEPTED BY:

BURNS & MCDONNELL ENGINEERING COMPANY, INC.

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

Date: \_\_\_\_\_

FREMONT COUNTY SOLID WASTE DISPOSAL DISTRICT  
Lander, Wyoming  
AUTHORIZATION NO. 24  
FOR SERVICES TO  
BURNS & McDONNELL ENGINEERING COMPANY, INC.  
Kansas City, Missouri

In accordance with the AGREEMENT FOR ENVIRONMENTAL SERVICES AND REMEDIATION dated May 20, 2014 between Fremont County Solid Waste Disposal District (hereinafter called CLIENT) and Burns & McDonnell Engineering Company, Inc. (hereinafter called CONTRACTOR), CLIENT hereby authorizes CONTRACTOR to proceed with the following services:

**1. Basic Services**

CONTRACTOR will design a concrete wash pad for the Lander Landfill. The pad will be designed for servicing landfill equipment. The design will include recommendations for protecting the concrete from damage when servicing the landfill compactor.

Assumptions:

1. Pad plan dimensions will be provided by the CLIENT.
2. Pad will be slab on grade construction.
3. No drain and related plumbing will be part of the pad.
4. No soil testing or laboratory services are included in this authorization.
5. Civil site grading and drainage is not included.

CONTRACTOR will proceed with providing the services set forth herein as of July 1, 2019 and complete the services by August 31, 2019.

**2. Additional Services**

Additional Services are services or work which may be performed by CONTRACTOR for the Project, but which will be done at additional cost and are not included in the Project Budget. The following are Additional Services: **NONE**

**3. Excluded Services**

Excluded Services are services or work which will not be performed by CONTRACTOR unless CONTRACTOR specifically agrees to perform such services or work. Excluded Services include, but are not limited to: **NONE**

**4. Compensation**

CLIENT shall compensate CONTRACTOR for providing the services set forth herein in accordance with the terms or the existing Agreement. The cost initially authorized for the services is six thousand seven hundred dollars (\$6,700) and will be invoiced to the CLIENT on a time and materials basis. The CONTRACTOR shall not exceed this amount without prior written approval of CLIENT.

AUTHORIZATION BY:

FREMONT COUNTY SOLID WASTE DISPOSAL DISTRICT

By \_\_\_\_\_

Date \_\_\_\_\_

ACCEPTED BY:

BURNS & MCDONNELL ENGINEERING COMPANY, INC.

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

Date \_\_\_\_\_

FREMONT COUNTY SOLID WASTE DISPOSAL DISTRICT  
Lander, Wyoming  
AUTHORIZATION NO. 25  
FOR SERVICES TO  
BURNS & McDONNELL ENGINEERING COMPANY, INC.  
Kansas City, Missouri

In accordance with the AGREEMENT FOR ENVIRONMENTAL SERVICES AND REMEDIATION dated May 20, 2014 between Fremont County Solid Waste Disposal District (hereinafter called CLIENT) and Burns & McDonnell Engineering Company, Inc. (hereinafter called CONTRACTOR), CLIENT hereby authorizes CONTRACTOR to proceed with the following services:

**1. Basic Services**

CONTRACTOR will prepare a plan set for the excavation of the next construction and demolition debris landfill cell at the Dubois Landfill.

Assumptions:

1. The plan set will be prepared for the CLIENT to issue for contractor bidding purposes. The intent is that the plans will be used for bidding and can be used by the contractor to complete the excavation project.
2. Anticipated drawings to be included in the plan set are:
  - a. Cover Sheet
  - b. Existing Conditions
  - c. Excavation Plan
  - d. Haul Plan
  - e. Stormwater Management Notes
3. No specification book will be prepared. Specifications and requirements will be on plan sheets.
4. The excavation will be for the remainder of the permitted construction and demolition debris landfill area at the Dubois Landfill.
5. The excavated material will be stockpiled on the property in the northwest corner triangular area across from the entrance to the Dubois Landfill.
6. Traffic control recommendations and requirements are not included. It is assumed that the CLIENT will coordinate with the local jurisdiction regarding traffic management along North Mountain View Drive.
7. The AutoCAD surface will be provided for the selected contractor to use during the excavation project.

CONTRACTOR will proceed with providing the services set forth herein as of July 1, 2019 and complete the services by September 30, 2019.

**2. Additional Services**

Additional Services are services or work which may be performed by CONTRACTOR for the Project, but which will be done at additional cost and are not included in the Project Budget. The following are Additional Services: **NONE**



**3. Excluded Services**

Excluded Services are services or work which will not be performed by CONTRACTOR unless CONTRACTOR specifically agrees to perform such services or work. Excluded Services include, but are not limited to: **NONE**

**4. Compensation**

CLIENT shall compensate CONTRACTOR for providing the services set forth herein in accordance with the terms or the existing Agreement. The cost initially authorized for the services is fifteen thousand dollars (\$15,000) and will be invoiced to the CLIENT on a time and materials basis. The CONTRACTOR shall not exceed this amount without prior written approval of CLIENT.

AUTHORIZATION BY:

FREMONT COUNTY SOLID WASTE DISPOSAL DISTRICT

By \_\_\_\_\_

Date \_\_\_\_\_

ACCEPTED BY:

BURNS & MCDONNELL ENGINEERING COMPANY, INC.

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

Date \_\_\_\_\_