



## 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

September 21, 2020 - 9:30 a.m.

#### 1. PRELIMINARY ITEMS:

- a. Pledge of Allegiance
- b. Roll Call: Michael Adams, Steve Baumann, Gary Weisz, Rick Klaproth, Mark Moxley, Rob Dolcater, Rod Haper, Jennifer Lamb, and 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 Meeting Minutes
  - i. August 2020
- b. Approval of the Accounts Payable
  - i. August 2020
- 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. Operational Evaluation and Strategic Planning Project Update – Matt Evans (*Discussions*)
- b. Scrap Metal Processing, Removal, and Recycling Bids (*Discussions and Formal Action*)
- c. Union Cell Phone Tower Agreement Review (*Discussions and Formal Action*)

#### 4. NEW BUSINESS

#### 5. CALL FOR ADJOURNMENT

#### 6. UPCOMING MEETING(S):

- a. The next Regularly Scheduled Meeting(s):
  - i. October 19, 2020, at 9:30 a.m.



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FREMONT COUNTY SOLID WASTE DISPOSAL DISTRICT

### Minutes of Regular Board Meeting

August 17, 2020

#### 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:

<u>Board Members:</u>	Rod Haper (via conference call), Rick Klaproth, Gary Weisz, Michael Adams, Jennifer Lamb (via conference call), Robert Townsend, Steve Baumann, Rob Dolcater (via conference call), and Mark Moxley
<u>Excused Member(s):</u>	No Excused Members
<u>Unexcused Member(s):</u>	No Unexcused Members
<u>Commissioner Liaison:</u>	Michael Jones
<u>Community Liaisons:</u>	No liaisons
<u>Attorney:</u>	Rick Sollars (Western Law & Assoc.) (via conference call)
<u>Staff:</u>	Superintendent Andy Frey
<u>Consultant(s):</u>	Matt Evans (Burns and McDonnell), and Susan Brodie (SLB, Inc.)
<u>Guest(s):</u>	No Guests present

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

VICE-CHAIRMAN ADAMS made a motion to approve the consent agenda. BOB TOWNSEND seconded the motion.

**MOTION CARRIED**

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

CHAIRMAN MARK MOXLEY opened the floor to public comment. Hearing no public comment, the period was closed.

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

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

i. June 2020

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

i. June 2020 Invoices

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

- i. Trihydro Corporation – Progress Report
- ii. Burns and McDonnell – Progress Report
- iii. Wind River Indian Reservation Inter-Tribal Solid Waste Program – No Report Submitted

##### d. **Acceptance of Staff Reports:**

i. Superintendent Report

### **3. OTHER ITEMS OF BUSINESS:**

#### **a. Operational Evaluation and Strategic Planning Project (*Discussions and Formal Action*)**

Superintendent Frey summarized the group activity following the previous meeting and discussions, sharing the highlights of the informal committees focal points (1.) potentially leaving unused airspace at the Lander Landfill for use in landfilling large-scale demolition waste after the installation of a transfer station, (2.) the necessity to develop a baseline of measurement for comparison of alternatives (i.e. current service levels, current FTE's, current disposal fees, etc.), and (3.) what to do with and how to handle any changes at the Riverton Transfer Station.

Future discussions and considerations will include: (1.) the Sand Draw Landfill property, understanding that if the land permitted for waste disposal is used for alternative reasons, such as scale facilities, waste diversion and recycling, or administrative and maintenance buildings, will shorten the site life and lose revenue potential. (2.) Increasing the number of services at the Sand Draw Landfill will result in additional land consumption, increased operational costs, and potential redundancies if the same services are offered at the Riverton Transfer Station. (3.) The impact to the design and construction schedule of a Lander Transfer Station if the intent is to leave landfill airspace at Lander for CDW disposal long-term. (4.) Defining the primary goal of the strategic planning exercise – safety, maintaining disposal fees for a set term, growing diversion rates, maintaining current FTEs, minimizing expenditures, etc.

#### **b. 2020-2021 Cold Weather Season Propane Bids (*Discussions and Formal Action*)**

Superintendent Frey reviewed the sealed bids the District received on the 2020-2021 Cold Weather Season Propane Delivery and recommended that the bid be awarded to Big Horn Coop at \$1.099 per gallon.

- Big Horn Coop \$1.099 per gallon
- Pirate Propane \$1.15 per gallon
- Amerigas \$1.20 per gallon

VICE-CHAIRMAN ADAMS made a motion to award the 2020-2021 Cold Weather Season Propane Bid to Big Horn Coop at \$1.099 per gallon. BOB TOWNSEND seconded the motion. **MOTION CARRIED**

### **4. NEW BUSINESS**

- a. Staff Appreciation Lunch Events:** Superintendent Frey reminded the Board that this year's staff appreciation lunch events will be held on August 26 & 27.
- b. Groundwater Monitoring Well Installation Offer:** Superintendent Frey informed the Board that the WDEQ contacted the District to discuss installation of a new monitoring well at the Shoshoni Landfill in an area the WDEQ feels would more accurately represent up-gradient groundwater. The WDEQ would cover the installation costs and the first four years of monitoring events. The District, Trihydro and the WDEQ are in discussions about the value of the installation, potential impact to the groundwater classification, and potential disadvantages.
- c. County Specific Information:** Commissioner Liaison Jones updated the Board on the following county-level projects: (1.) Land-Use plan updates and new appointment of Doug Thompson. (2.) CARES money availability for governmental agencies expenses associated with COVID-19. (3.) Recent notification from Blue Cross Blue Shield that the AMR ambulance service provided in Fremont County is no longer "in-network" and instead considered "out-of-network" and will have financial implications to any users. (4.) County-wide COVID-19 cases continue. (5.) The previous sales tax projections are not as poor as anticipated and certain online sales contribute.

**5. CALL FOR ADJOURNMENT**

SECRETARY/TREASURER KLAPROTH made a motion to adjourn at 11:07AM. GARY WEISZ seconded the motion.

***MOTION CARRIED***

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

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

- i. September 21, 2020, 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  
**Balance Sheet**  
As of August 31, 2020

	<u>Aug 31, 20</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
122105 · Petty Cash	300.00
122106 · Transfer Station Cash	400.00
122107 · Scale House Cash	1,600.00
123110 · CB&T Checking	28,733.41
123115 · Edward Jones Investments	4,542,188.86
123120 · Bank of Jackson Hole	92,426.49
123130 · Wyo Star	8,206,417.33
123132 · Wyo Star II	5,722,323.96
123134 · Wyoming Community Bank	1,292,204.93
<b>Total Checking/Savings</b>	<u>19,886,594.98</u>
<b>Accounts Receivable</b>	
133141 · Accounts Rec - User Fees	244,445.92
<b>Total Accounts Receivable</b>	<u>244,445.92</u>
<b>Other Current Assets</b>	<u>11,441.25</u>
<b>Total Current Assets</b>	<u>20,142,482.15</u>
<b>TOTAL ASSETS</b>	<u><b>20,142,482.15</b></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	<u>57,341.77</u>
<b>Total Liabilities</b>	<u>57,341.77</u>
<b>Equity</b>	
32000 · Unrestricted Net Assets	4,570,024.04
380860 · Cash Reserve	750,000.00
380970 · Closure/Post-Closure Reserve	14,617,116.00
Net Income	148,000.34
<b>Total Equity</b>	<u>20,085,140.38</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><b>20,142,482.15</b></u>



## memorandum

**To:** Andy Frey, P.E., Superintendent, Fremont County SWDD  
**From:** Jeff Young, P.E.  
**cc:** Fremont County SWDD Board  
**Date:** September 14, 2020  
**Re:** Project Updates for September 21, 2020 Board Meeting

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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 – 2020-2021 Environmental Activities Monitoring (Task Order 10-028 / Trihydro Project 09Y-008-006)**

Trihydro conducted third quarter methane monitoring on August 10, 2020 at Dubois, Lander, and Sand Draw Landfills. The next routine groundwater and methane monitoring event was scheduled for the week of October 5, 2020 but has shifted to the week of October 26, 2020.

There will be no Title V air reporting until January 2021.

Mr. Frey and C. Brewer have been in contact regarding potential installation of an up-gradient monitoring well to help establish groundwater classification at the Shoshoni Landfill. Trihydro anticipates having a similar discussion about the Lander Landfill, at least with respect to groundwater classification.

### **Technical Assistance (Task Order 10-027 / Trihydro Project 09Y-005-007)**

Technical assistance activities during the previous month included:

- A project status report was prepared for the monthly Board meeting.
- Per a request from Mr. Andy Frey, Trihydro is working to locate historical documents relating to the siting standards reviewed for possible siting of a C&D landfill at or near the existing Lander MSW Landfill.



Andy Frey, FCSWDD  
September 14, 2020  
Page 2

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

Trihydro continues to discuss the closure schedule with Superintendent Frey, at this time, the closure has been delayed and Superintendent Frey will advise us of any changes.

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: September 14, 2020

To: Andy Frey, PE, Fremont County Solid Waste Disposal District

From: Matt Evans, PE

Subject: Progress Report – September 2020

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

## *Operational Efficiency Study and Strategic Plan*

The following has been completed related to the Operational Efficiency Study and Strategic Plan:

- Draft operational efficiency study report preparation
- Weekly meetings and discussions with the Superintendent regarding the operation of the District's solid waste facilities
- Research related to District operations (i.e. site security, traffic flow, waste measurement methods, etc.)
- CIP Budget model updates to analyze costs of services at each District facility
- Lander to Sand Draw transition planning, including construction project timing and cost estimating
- Conceptual site layout alternatives for Lander, Riverton and Sand Draw that accommodate the changing District operations and services

Preliminary Operational Efficiency results will be shared with the Board in September.

## *Capacity Audits*

Surveying of the four landfill facilities were completed on July 9 and 10, 2020. Surveying data is being processed. Analysis and calculations to determine the airspace consumption rate, compaction, and remaining life will be completed in the next two months. Capacity audit reports are anticipated to be submitted to the board in the fall 2020. Airspace consumption analysis will be discussed at the September board meeting.

## *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 has updated the budget model. The model is being used as the foundation for the financial analysis being completed as part of the Operational Efficiency and Strategic Planning Study.



## Memorandum *(continued)*



September 14, 2020

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### *Dubois Landfill Cell Excavation Plan Preparation*

The excavation plan and the final cover plan were reviewed with the Superintendent. The following are the next steps for the project:

- Prepare plans and specs for contractor bidding of remaining excavation of the landfill cell
- Contractor excavates and stockpiles as part of a construction project
- Survey permanent marker locations for edge of landfill
- District places permanent markers

Burns & McDonnell is currently working with the Superintendent on potential stockpile locations for the excavated soil.

### *On-call Surveying*

No on-call surveying has been performed since the last board report.

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.

Fremont County Solid Waste Disposal District  
**Superintendent Report**  
September 21, 2020

**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. 2019 = \$88 & 41,900 total tons
  - h. 2020 = \$92 per ton & 16,908 total tons – for the first half of the year

**Staff:**

1. August 2020: The ***Riverton Area Staff Appreciation Lunch*** was held with great participation. Following the event, a staff person was notified that a roommate tested positive for COVID-19 and that the staff person was directed to quarantine and get tested for COVID. All those in attendance were notified and requested to self-quarantine until the staff person's test results were provided. The staff person tested negative and the self-quarantine was lifted.
2. 2020 – the ***annual District safety training*** had been scheduled with both LGLP and Peak Environmental. The Tribal Solid Waste staff and the Transfer Station Volunteer groups have been notified. → ***still cancelled due to the COVID-19 issue.***
3. August 2020: 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, the Sand Draw Landfill, the Shoshoni Landfill, and the rural transfer stations) has not had a single lost-time accident/incident in ***5 years and 2 month***, and the ***Lander Area*** staff (i.e. Lander Landfill and the Dubois Landfill) had one lost-time accident early on but has now made it ***4 years and 8 months!!***
4. June 2020: The District has received communication from the ***State of Wyoming Workers' Compensation*** that our premium rate will be 1.30. In 2015 when the Safety Incentive Policy was developed and approved our premium rate was 3.14, with our peak premium rate at 3.93 in July 2018 due to the 5-year (i.e. representative of a 3-year period, starting 2-years prior to the rate evaluation date) delay in the program rating evaluation. Within the Safety Incentive Policy there is an opportunity for staff to receive financial incentive if our premium rate falls below 2.25. This went into effect 7/1/2020.

**Board:**

1. 2020 – Below is the current 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 Rick Klaproth.
  - c. Planning Committee: Bob Townsend, Steve Baumann, Jen Lamb, and Gary Weisz.
  - d. Budget Committee: Rick Klaproth, Gary Weisz, Rob Dolcater, and Mark Moxley.
  - e. WRIR Solid Waste Negotiations Committee: Rod Haper, Steve Baumann, Gary Weisz, and Mark Moxley.
2. August/September 2020 – We have been working to develop a request for proposals document for the **Health Benefit program** offered by the District. A draft version will be presented and discussed with the Board at the September 2020 meeting.

Inter-Government:

- 1. State:
  - a. The District continues to work with the state to ensure an appropriate disposal opportunity for most waste generated through the **Wyoming Life Resource Center** demolition and construction projects.
- 2. County – **No Updates**
- 3. Municipalities:
  - a. September 2020 – In an attempt to better communicate directions/access to the Dubois Landfill we have reached out to the Wyoming DOT to request signage along the state highway in Dubois. They were happy to help and are in the process of having the sign constructed and installed. Similar discussions were held with the Town of Dubois. Follow-up calls and emails have been made and there still has not been any response from the Town.

Regulatory/Engineering/Legal/General Contractors

Regulatory:

- 1. August 2020: The District completed and submitted the required **Annual Reports** for the Lander Landfill and the Sand Draw Landfills.
- 2. August 2020: Craig McOmie from the WDEQ communicated their interest in installing an **additional monitoring well at the Shoshoni Landfill** in an area they feel would better represent up-gradient water. The WDEQ would cover the cost of the well and the District would then be required to include the well into the monitoring network (i.e. include in the testing, reporting, etc.). Their intent is to use the data for classifying the groundwater more clearly.
  - a. Caroline Brewer (Trihydro) and I have been discussing the idea and what possible consequences may exist. There is minimal gain yet identified by the District outside of additional expenses with the landfill nearing closure within 6-10 months.

Engineering:

- a. Trihydro: (1.) Environmental Monitoring (2.) Groundwater Classifications (3.) Groundwater Statistical Methodology Review
- b. Burns and McDonnell: (1.) Capacity Audits (2.) Surveying (3.) Operational Efficiency Evaluation and Strategic Planning (4.) Dubois Closure Plans.

Legal:

- a. September 2020: We continue to work with our attorney on appropriate draft language for the **Union Telephone Company agreement**. The proposed final version should be reviewed with the full Board at the September meeting.

General Contractors:

- b. September 2020: The District advertised for **Scrap Metal Processing contract proposals** in the local circulations and the Casper paper. The proposal results will be presented to the Board at the September meeting. The RFP was delayed with hopes of having the markets improve; however, space availability on our sites has required this process to move ahead.

Sites/Operations/Equipment:

Sites:

- a. August 2020: **Filling plans at the Lander Landfill** have been modified slightly to account for the potential transition into a large-scale CDW landfill, working to fill the more challenging areas and slopes with the current large volumes of MSW. As always, safety is the number one priority in the planning.

Operations – No Updates

Equipment:

- a. September 2020: The final bid specifications and advertising document for the potential purchase of three **new backhoes** have been completed and advertising for bids has started. Bids are due October 8, 2020. The bid results will be reviewed and a recommendation will be provided at the October 2020 meeting.
- b. September 2020: Draft bid specifications and advertisements are being developed for the purchase of one **new semi-tractor**. The intent is to have the documents finalized in late September with advertising in October and bids due in early November. The bid review and recommendation are anticipated for the November 2020 meeting.
- c. September 2020: Draft bid specifications and advertisements are being developed for the purchase of one **new side-dump trailer**. The intent is to have the documents finalized in late September with advertising in October and bids due in early November. The bid review and recommendation are anticipated for the November 2020 meeting.

Miscellaneous/Upcoming Work & Events/Work in Progress:

Miscellaneous – No Updates

Upcoming Work & Events:

- a. August 2020: The **2020 household hazardous waste event** planning has been delayed with the COVID-19 impacts. Through emailed correspondence the majority of the typical partners have declined involvement and funding assistance for an event this year. The District continues to research what limitations and/or additional costs may arise with hosting an event during the ongoing COVID-19

impacts. The contractor the District utilizes to host the event (Veolia) has a new regional manager and we are working with them to educate them on our events and developing pricing. We have already been informed that they will require additional staffing for them to assist with maintaining safe operations, increasing the costs. As the initial planning develops further the District will make a decision on the likelihood of an event.

Thank you,

A handwritten signature in dark ink, appearing to read 'Andrew Frey', with a long horizontal flourish extending to the right.

Andrew Frey, P.E.

Superintendent of Operations

Fremont County Solid Waste Disposal District



September 9, 2020

Dear Andy Frey and District Board Members,

Regardless of whether we are awarded the new contract, we would like to take this opportunity to thank you for putting your trust in us over the past three years. Working with your staff has been a very positive experience. The ladies in the office, Andy, Darrel, Jim, Dale and Ken (just to name a few) have been very helpful and great to work with. The whole district is run by highly qualified individuals. It is impressive to see a county government entity run so well. We would like you to know that we appreciate everything the employees and district have done for us. If there is ever anything we can help you with in the future, please don't hesitate to ask.

Sincerely,

Breck Skaggs  
Owner Federal Auto Recycling

To: Scrap Metal Processing and Hauling Contractors  
From: Fremont County Solid Waste Disposal District  
Subject: **Request for Proposal – Scrap Metal Processing, Removal, and Recycling**

### **Scope of Work**

The Fremont County Solid Waste Disposal District (District) is seeking proposals from scrap metal processors to assist with the scrap metal collection and/or purchasing of the collected scrap metal materials at specified District facilities. The selected scrap metal processor will be purchasing the collected scrap metal materials from the District at an established rate (this includes all metals and metal products in the stockpiled scrap metal, no selective collection/processing will be allowed).

Included in the responsibilities of the Contractor will be capturing, collecting, and disposing of all regulated liquids (i.e. oils, antifreeze, hydraulic oil, transmission fluid, etc.) that exist within the collected scrap metal materials during any baling efforts. The District will remove the Freon from household appliances. All loads will be required to be weighed in and weighed out on District scales during District hours of operation prior to leaving the District sites. Payment will be based on the weights read by District scales.

Prior scrap metal agreements included having the contractor provide receptacles for collected materials to be loaded by District equipment and hauled by the contractor following notice of loading, as well as onsite baling at specified timelines, and a combination of the two methods. The following represent recent historic tonnages:

<u>Site</u>	<u>18-19 Tonnage</u>	<u>19-20 Tonnage</u>
Lander	460	560
Riverton	75	125
Sand Draw	55	90
Dubois	95	100

With the known volumes received at the Lander Landfill there will be a required hauling of all materials and/or baling at a minimum of 30-60 days based on need (determined by the District) and notice provided by the District.

### **Duration of Contract**

The contract for the processing, removal, and purchasing of the scrap metal materials will be effective **from the date of the contract approval (anticipated to be September 21, 2020) until the end of the fiscal year (i.e. June 30, 2021).**

There shall be an option for up to two one-year extensions upon a written request submittal by the contractor and review by the District Board of Directors.

### **Contractual Requirements**

The Contractor will be required to:

- Provide to the District a proposal on management approach(s) for consideration, including at a minimum collection and/or baling at the sites, timeframes associated with each process, and what the District's responsibilities would be,
- Visit each of the sites to better understand the site layout, equipment that could be used in loading the receptacles, and the site schedules,
- Submit a per ton bid for the purchasing of the scrap metal materials,
- Bids must include:
  - o A bid security in the amount of 5% of the total bid (based on 300 tons and the per ton rate) in the form of a cashier's check, bid bond, or irrevocable letter of credit,
  - o Proof of the required \$1,000,000 liability and \$1,000,000 property damage insurance,
  - o Proof of Workers' Compensation coverage,
  - o A list of final disposal vendors that will be utilized, and
  - o Provide employment history for similar work.

### **Compensation to Fremont County Solid Waste Disposal District**

The Contractor shall propose a per ton (i.e. 2,000-lbs as read by the District scales) rate of compensating the Fremont County Solid Waste Disposal District for the sale of the scrap iron. Full payment for any scrap iron that leaves the Districts sites will need to be made to the District within 45-days.

**Proposal Deadline**

Sealed proposals must be received by the Fremont County Solid Waste Disposal District by **10:00 am Thursday, September 10, 2020**. Proposals will be publicly opened at 10:05 am.

**Delivery Address:**

Fremont County Solid Waste Disposal District  
Re: Scrap Metal RFP  
P.O. Box 1400  
Lander, Wyoming 82520

Bids must be valid for a period of 45-days after opening. The District reserves the right to reject any or all bids, including without limitation, non-conforming, non-responsive, unbalanced, or conditional bids. The District further reserves the right to reject any bid whom it finds not responsible, or if believed to not be in the best interest of the District.

The Fremont County Solid Waste Disposal District prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.) Feel free to contact us at your convenience with any comments or questions at (307) 332-7040 or [afrey.fcswwd@wyoming.com](mailto:afrey.fcswwd@wyoming.com).



## COMMUNICATION SITE LEASE

THIS COMMUNICATION SITE LEASE (the "Lease") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020\_\_\_\_, by and between the **FREMONT COUNTY SOLID WASTE DISPOSAL DISTRICT** with an address of P.O. Box 1400, Lander, Wyoming 82520 ("Lessor") and **UNION TELEPHONE COMPANY**, a Wyoming corporation, with an address of P.O. Box 160, Mountain View, Wyoming 82939 ("Lessee").

### W I T N E S S E T H:

WHEREAS, Lessor owns real property being a portion of the North ½ of Section 26, Township 34 North, Range 96 West, 6<sup>th</sup> P.M., Fremont County, Wyoming, more particularly described in Exhibit "A" (the Property); and

WHEREAS, Lessee is authorized by the Federal Communication Commission to provide wireline or "B" frequency cellular communication service to the public in Fremont County, Wyoming; and

WHEREAS, Lessee's placement of communication facilities on the above-described site will provide improved cellular communication coverage and service to the public; and

WHEREAS, Lessee desires to lease the unimproved 50' x 50' square parcel of land described in Exhibit "A" and associated ingress, egress and utility easements from Lessor, and Lessor is willing to lease such space to Lessee;

WHEREAS, Lessor and Lessee acknowledge and agree that this Lease supersedes the Communication Site Lease dated April 1, 2008 with regard to the Property.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the parties agree as follows:

#### 1. The Leased Premises.

(a) For and in consideration of the payment of the rentals and the performance of the covenants, conditions and promises hereinafter set forth to be performed by Lessee, Lessor, as owner of the real property described in Exhibit "A" leases to Lessee the real property described in Exhibit "A", including:

A 50' x 50' parcel of land upon which Lessee will construct its equipment base stations and antenna structures and ancillary buildings, structures and fences to house electronic communication equipment and antennas (the "Site")

Site shall include space for cable runs to connect communications equipment and antennas, together with a non-exclusive easement(s) for access during normal business hours of Lessor, except in the case of an emergency thereto and to the appropriate, in the discretion of Lessee, source of electric and telephone facilities. Lessee shall be entitled to use the Site for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, telecommunications service system facilities, inclusive of a temporary facility (Cell on Wheels), including, without limitation, antenna equipment, cable wiring, buildings, equipment shelters, fiber optic facilities, back-up power sources (including generators and fuel storage tanks, with dual containment as required by Lessor's permit), related fixtures, an antenna structure, and such fencing as is necessary to reasonably restrict access to the facilities. Lessee will use the Site in a manner which will not unreasonably disturb the occupancy of Lessor's other tenants.

(b) Lessee accepts the leased property in its "as is" condition without any responsibility of Lessor for improvement, construction, repairs or alterations thereto.

2. Term.

The current term of this Lease is five (5) years, from the 1<sup>st</sup> day of April, 2020, during and until the last day of March, 2025. Lessee shall have to option to renew this Lease for one additional five (5) year term upon written consent of Lessor in the form of a lease addendum signed by the parties hereto. The renewal term shall be on the same terms, covenants and conditions as provided in this lease except that the annual payment for each renewal term shall be adjusted in accordance with Item 3. Rent.

3. Rent.

Lessor and Lessee acknowledge and agree that Rent for the period of April 1, 2020, through March 31, 2021, was paid and received under the parties' preceding agreement.

Upon acceptance and full execution of this Lease, Lessee shall make a lump-sum payment to Lessor in the amount of Five Hundred Dollars (\$500.00). Beginning April 1, 2021, Rent for the Leased Premises shall be Four Thousand Three Hundred Twenty Dollars (\$4,320.00) per year, payable in advance and continuing annually in advance of the Anniversary Date thereafter. Rent shall be adjusted each Anniversary Date of this Lease in accordance with the change in the Consumer Price Index for All Urban Consumers (CPI-U) reported by the United States Department of Labor Bureau of Labor Statistics using data from the last month reported prior to the Anniversary Date, except that in no event will the rent be decreased from the previous year's amount.

4. Use of Leased Premises.

(a) Lessor consents and agrees that Lessee, its employees, agents, and independent contractors ("Authorized Parties") may enter, upon the Property to conduct and perform some or all of the following activities ("Permitted Activities"): surveys, geotechnical soil borings and analyses, phase I environmental audits, boundary surveys, radio propagation studies, and such other tests and inspections of the Property that Lessee may deem necessary or advisable. Lessee agrees to be responsible for any and all costs related to the Permitted Activities, including installation on and operation and removal of equipment on the Property.

(b) Lessee shall use the leased premises as a communication electronics site for the purposes related thereto. Lessee shall operate and maintain, at Lessee's sole cost and expense, any required building(s), tower structures, and fences needed to support or contain electronic communication equipment and antennas. Lessee shall, at its expense, provide all utilities required to service the communications facility with Lessor's approval of the same. Lessor will cooperate with Lessee in Lessee's efforts to obtain utilities from a location authorized by the Lessor, provided by Lessor or the servicing utility, including signing an easement or other instrument reasonably required by the utility company deemed acceptable by the Lessor.

(c) Lessor covenants and agrees that no part of the improvements installed, constructed, erected or placed by Lessee on the Site will be or become, or be considered as being, affixed to or a part of Lessor's real property of which the Site is a part ("Lessor's Property"). Any provisions and principles of law to the contrary notwithstanding, it is the specific intention of Lessor and Lessee that all of such improvements, including without limitation, the Tower, will be and remain the property of Lessee despite any default or termination of this Lease and may be removed by Lessee at any time in Lessee's discretion.

(d) Lessee may, at its expense, make such improvements on the Site, as it deems necessary from time to time for the operation of the Site. Lessor agrees to cooperate with Lessee with respect to obtaining required zoning approvals for the Site and such improvements.

Lessee shall have the exclusive right, without Lessor's consent, to enter into subleases or license agreements (collectively "Subleases"), on terms which are acceptable to Lessee in its sole discretion, which will permit other parties to use space on the Tower and portions of the Site for telecommunications equipment. Lessor will be notified and informed of any Sublease with appropriate contact information provided. The sublessee will be allowed access, following proper notification to the Lessor, to the Site through the Lessor's Property during normal operating hours of Lessor, except in the case of emergency. In the event of an emergency, the sublessee may gain access to the site during non-operational times while being accompanied by a representative of Lessee. Lessee's entry into any such Sublease will not relieve Lessee from its responsibilities hereunder.

- (e) Lessee shall keep the leased premises in a neat and tidy condition.
- (f) Lessee shall comply with all laws, ordinances, rules and regulations of all governmental authorities with jurisdiction over the leased premises.

5. Repairs and Maintenance

- (a) Lessee, at its sole expense, shall maintain Lessee's facilities and make all necessary repairs, provided, however, Lessee shall not be responsible for damages caused by the negligent or willful acts or omissions of Lessor.
- (b) Lessee shall access the leased premises only for purposes of routine inspection and maintenance and for repairs, modification and/or replacement of its equipment and facilities.

6. Taxes and Assessments.

Lessee shall pay all property taxes and assessments on its buildings(s), tower(s) and other personal property during the lease term.

7. Lessors' Title.

- (a) Lessor is well seized of the leased premises and will defend title thereto. Any conveyance of the leased premises by Lessor during the lease term will be subject to this lease. Lessor covenants that at all times during the term of this lease agreement, Lessee's quiet enjoyment of the leased premises shall not be disturbed.
- (b) This lease agreement is assignable by Lessee to third parties only for the purpose of providing electronic communication purposes, with the written consent of Lessor, which consent may not be unreasonably withheld. Lessee may assign this lease, in whole or in part, to a sister, subsidiary or affiliated corporation or entity or in the event of a merger or reorganization to the resulting entity. Lessee may mortgage or grant a security interest in this lease agreement and Lessee's facilities to Lessee's lender(s), provided such lender(s) agrees to be bound by the provisions of this lease agreement.

8. Termination.

- (a) Lessor shall have the right to terminate this lease on one hundred eighty (180) days prior notice if, in Lessor's sole determination, the leased land is necessary for Lessors operation or if deemed required by the regulatory authority that regulates Lessor.
- (b) Lessee may terminate this Lease at any time by notice to Lessor without further liability if Lessee does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate/access the Site, or if any such approval is canceled, expires or is withdrawn or

terminated, or if Lessor fails to have proper ownership of the Site or authority to enter into this Lease, or if Lessee, in its sole discretion, determines the site to no longer be technologically or commercially viable. Upon termination, all prepaid rent will be retained by Lessor unless such termination is due to Lessor's failure of proper ownership or authority, or such termination is a result of Lessor's default.

(c) Upon termination or expiration of this Lease, Lessee shall promptly remove its equipment and improvements and will restore the Site to substantially the condition existing on the Commencement Date, except for ordinary wear and tear and casualty loss.

(d) If either party is in default under this Lease for a period of (1) 30 days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (2) 30 days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Lease. If the non-monetary default may not reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such 30-day period and proceeds with due diligence to fully cure the default.

9. Liens and Encumbrances.

Lessee will not permit any liens or encumbrances against the leased premises for work or material furnished to Lessee and shall take all steps necessary to remove any such lien or encumbrance.

10. Indemnification

Lessee covenants and agrees to indemnify, defend and hold Lessors, their agents and employees, harmless against all actions, proceedings, claims, demands, losses, costs, damages, expenses and legal fees whatsoever which may be brought against Lessors, their employees and/or agents on account of bodily injury or death of a person(s) or damages to property of any person arising out of, relating to or resulting, in whole or part, from Lessee's, its employees, agents and/or contractors' use or occupancy of Lessors' property Lessee's operations on Lessors' property, or from Lessee's building and tower improvements on Lessor's property. In furtherance of this indemnification provision, Lessee shall obtain and keep in force insurance funding the above indemnity and defense with limits of at least \$1,000,000 for bodily injury and \$500,000 for property damage.

11. Relationship of Parties.

It is understood and agreed that the relationship of the parties hereto is strictly that of Lessor and Lessee and that Lessor have no ownership in Lessee's business and that this lease shall not be construed as a joint venture or partnership.

12. Miscellaneous Provisions.

The following provisions are also integral parts of this agreement:

- (a) This agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.
- (b) The headings used in this agreement are inserted for reference purposes only and shall not be deemed to limit or affect in any way the meaning or interpretation of any of the terms or provisions of this agreement.
- (c) This agreement constitutes the entire understanding and agreement between the parties relating to the subject matter hereof and supersedes all prior agreements, representation or understanding between the parties relating to the subject matter hereof.
- (d) Any waiver by either party hereto of any breach of any kind or character whatsoever by the other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this agreement on the part of the other party.
- (e) This agreement may not be modified except by an instrument in writing signed by the parties hereto.
- (f) The parties agree that time is of the essence in the performance of all duties herein.
- (g) This agreement shall be interpreted, construed and enforced according to the laws of the State of Wyoming.
- (h) All exhibits to this agreement shall be deemed part of this agreement and incorporated herein as if fully set forth herein. Failure to attach any exhibit hereunder shall not invalidate this agreement, it being understood that the same are available from the books or records of the parties.
- (i) The parties each reserve the right to supplement the description in Exhibit "A" with a surveyed and as-built description upon completion of construction.
- (j) The parties agree that in the event any action or court proceeding is brought by either party to enforce the obligations of this agreement, the prevailing party shall be entitled to recover any reasonable attorney's fees, together with court and collection costs.
- (k) Any notice which may be or is required pursuant to the provisions of this lease agreement, will be hand delivered or sent first class mail, postage prepaid, and addressed as follows:

LESSOR:	Fremont County Solid Waste Disposal District
	P.O. Box 1400
	Lander, Wyoming 82520

LESSEE: Union Telephone Company  
P.O. Box 160  
Mountain View, Wyoming 82939

IN WITNESS WHEREOF, the parties have executed this Communication Site Lease as of the day and year above first written.

LESSOR:

LESSEE:

By: \_\_\_\_\_  
On behalf of Fremont County Solid  
Waste Disposal District

By: \_\_\_\_\_  
On behalf of Union Telephone Company

STATE OF WYOMING )  
 ) ss  
COUNTY OF FREMONT )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, the \_\_\_\_\_ with authority on behalf of Fremont County Solid Waste Disposal District.

WITNESS my hand and official seal.

(SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF WYOMING )  
 ) ss  
COUNTY OF UINTA )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, the \_\_\_\_\_ with authority on behalf of Union Telephone Company, a Wyoming corporation.

WITNESS my hand and official seal.

(SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



# EXHIBIT "A"

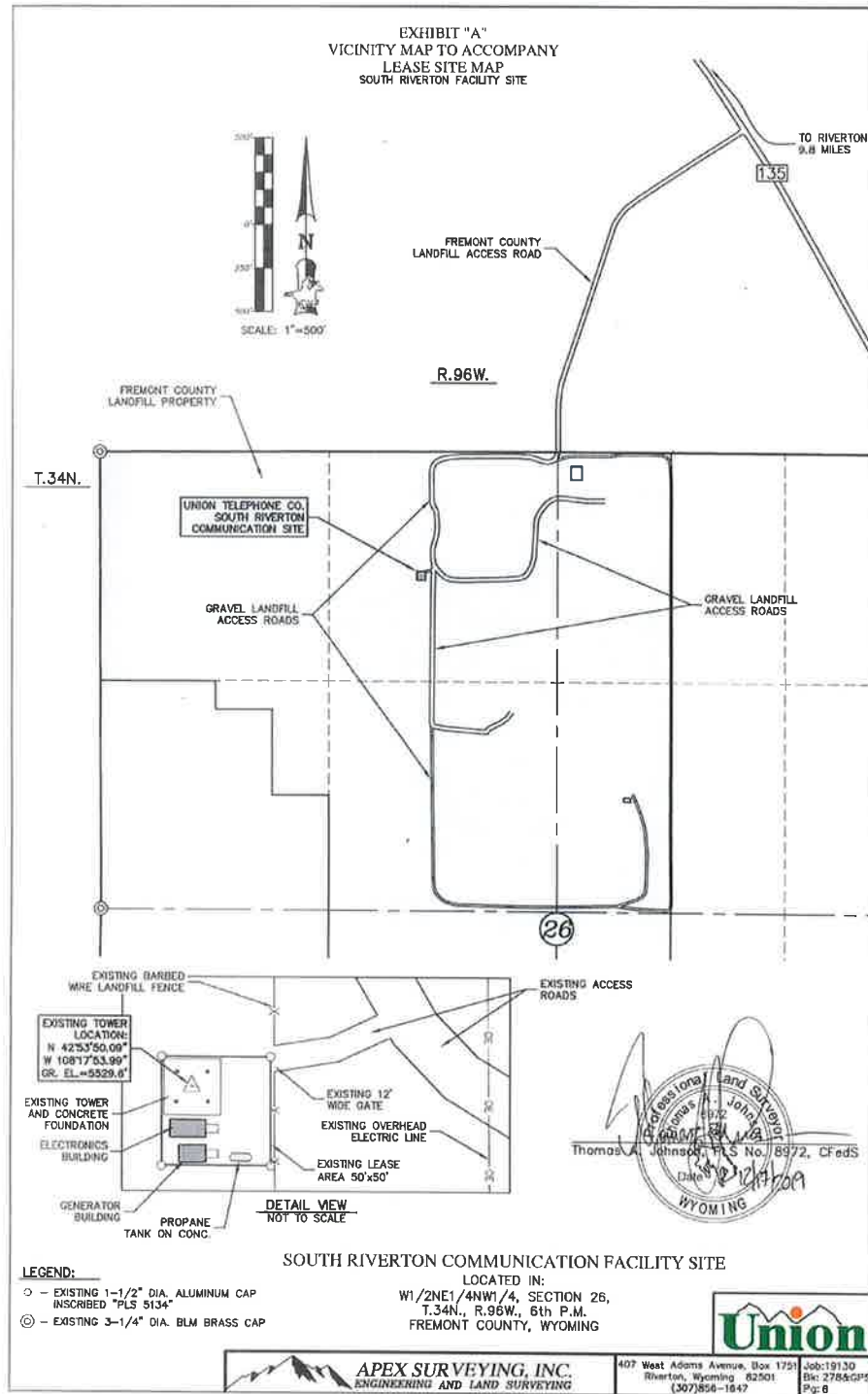


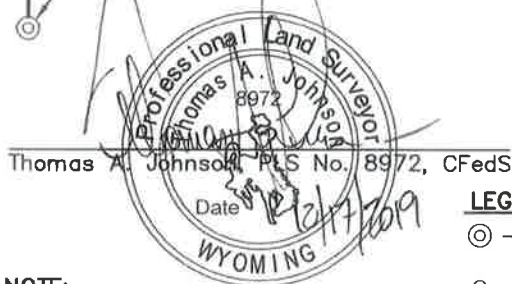
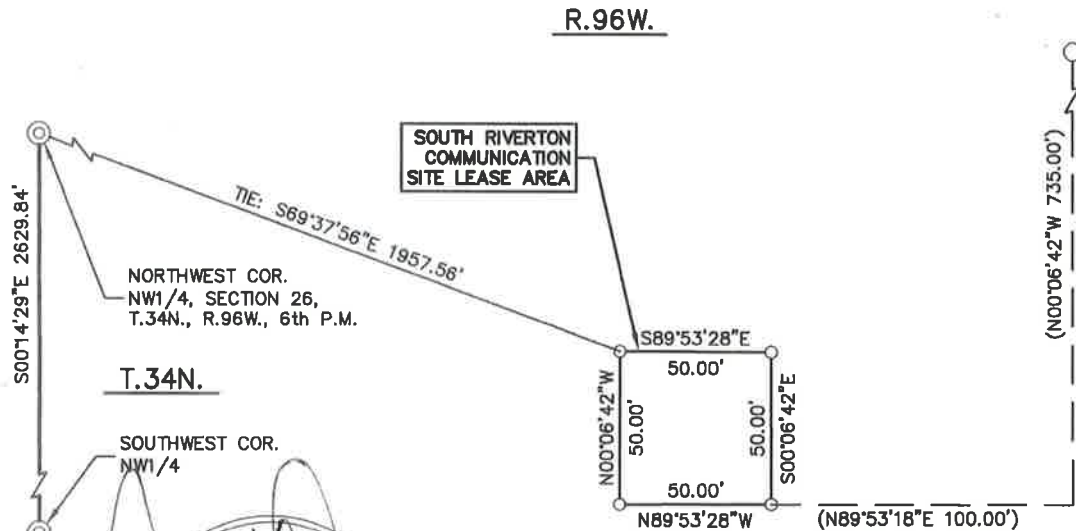
EXHIBIT "A"  
LEASE SITE MAP  
AND DESCRIPTION  
SOUTH RIVERTON FACILITY SITE



Client: Union Telephone Co.  
Date: December 17, 2019  
Description:

A communication facility lease site located in the W1/2NE1/4NW1/4, Section 26, T.34N., R.96W., 6th P.M., Fremont County, Wyoming more particularly described as follows:

Commencing at the northwest corner of the NW1/4, said Section 26, from which the southwest corner of said NW1/4 bears S00°14'29"E 2629.84 feet, thence S69°37'56"E 1957.56 feet to the point of beginning; thence S89°53'28"E 50.00 feet; thence S00°06'42"E 50.00 feet; thence N89°53'28"W 50.00 feet; thence N00°06'42"W 50.00 feet to the point of beginning of this description containing 2,500 square feet more or less.

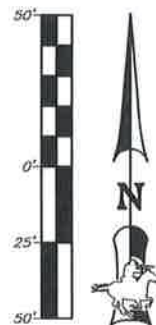


**NOTE:**

This lease area and a utility easement were previously surveyed, mapped and described. See surveys dated February 17, and March 12, 2003 for that information.

**LEGEND:**

- ⊙ - EXISTING 3-1/4" DIA. BLM BRASS CAP
- - EXISTING 1-1/2" DIA. ALUMINUM CAP
- - 2" DIA. ALUMINUM CAP CALLED FOR IN PREVIOUS LEASE SURVEY, NOT IN PLACE AT THE TIME OF THIS SURVEY
- ( ) - DENOTES RECORD SURVEY TIE ROTATED TO CURRENT BASIS OF BEARING



**APEX SURVEYING, INC.**  
ENGINEERING AND LAND SURVEYING

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Job:19030  
Bk: 278&GPS  
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