



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

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trashmatters.org

MEETING AGENDA

FREMONT COUNTY SOLID WASTE DISPOSAL DISTRICT

BOARD OF DIRECTORS – REGULAR MEETING

October 21, 2024 – 9:30 a.m.

1. PRELIMINARY ITEMS:

- a. Pledge of Allegiance
- b. Roll Call: Kyle Larson, Mark Moxley, Rob Dolcater, Rod Haper, Jennifer Lamb, Robert Townsend, John Larsen, and Bob Carlson
- c. Declaration of a Quorum
- d. Approval of Agenda (*Discussion and Formal Action*)
- e. Public Comment/Communication from the Floor

2. CONSENT ITEMS:

- a. Approval of Meeting Minutes
 - i. September 2024
- b. Approval of the Accounts Payable
 - i. September 2024
- c. Acceptance of Meeting Reports
 - i. Trihydro Corporation
 - ii. Burns and McDonnell
 - iii. District Operations Report
 - iv. Wind River Inter-Tribal Solid Waste – *no report submitted*

3. BUSINESS ITEMS:

- a. Active Project Updates and Pay Application Review – Burns and McDonnell (*Discussion and Formal Action*)
 - i. Lander Excavation and Stockpiling
 - ii. Lander Transfer Station
 - a. Pay Application (#17): \$422,919.00
 - iii. Sand Draw Scale Facility
 - a. Pay Application (#7): \$61,993.80
- b. Tribal Agreement (*Discussion and Formal Action*)
- c. Business Manager/Operations Manager (*Discussion and Formal Action*)

4. NEW BUSINESS

5. CLOSING ITEMS:

- a. Upcoming Meetings:
 - i. The Next Regularly Scheduled Meeting(s): November 18, 2024, at 9:30am
 - ii. District Christmas party – Tentative Date December 7, 2024
- b. Call for Adjournment.



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Minutes of Regular Board Meeting

fax 307.332.5013

September 16, 2024

trashmatters.org

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 called to order by CHAIRMAN MOXLEY at 9:30 am. CHAIRMAN 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>	Mark Moxley, Kyle Larson, Rob Dolcater, Jen Lamb, Rod Haper, Bob Townsend and Bob Carlson
<u>Excused Member(s):</u>	<i>John Larsen</i>
<u>Unexcused Member(s):</u>	<i>No Unexcused Members</i>
<u>Commissioner Liaison:</u>	<i>No Commissioner Liaison</i>
<u>Community Liaisons:</u>	<i>No Community Liaisons</i>
<u>Attorney:</u>	Rick Sollars
<u>Staff:</u>	HR&A Manager Camille Woody
<u>Consultant(s):</u>	Matt Evans (Burns and McDonnell), Cassidy Tieman via Teams (Burns and McDonnell), and Andy Frey via Teams (Trihydro)
<u>Guests:</u>	<i>None</i>

d. **Approval of Agenda (*Discussion and Formal Action*)**

BOB TOWNSEND made a motion to approve the consent agenda as presented. VICE-CHAIR DOLCATER seconded the motion. **MOTION CARRIED**

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

No comment or communication from the floor.

2. CONSENT ITEMS:

a. **Approval of Prior Meeting Minutes**

- i. **August 2024 Regular Meeting**

b. **Approval of Accounts Payable**

- i. **August 2024 invoices**

c. **Acceptance of Meeting Reports:**

- i. **Trihydro Corporation – Progress Report**
- ii. **Burns and McDonnell – Progress Report**
- iii. **FCSWDD Operational Report**
- iv. **Wind River Indian Reservation Inter-Tribal Solid Waste Program – *no report submitted***

3. BUSINESS ITEMS:

a. **Project Updates and Pay Application Review – Burns and McDonnell (*Discussion and Formal Action*)**

- i. **Lander Excavation and Stockpiling Project**

Matt Evans (Burns and McDonnell) reported that AEI still requires soils from the excavation area to complete the earthwork. Once complete, a survey will be conducted to obtain quantities for payment.

ii. **Lander Transfer Station**

Matt Evans reported that AEI continues to place and grade soils and that the earthwork is near completion. The building construction is nearly complete. The fire water tank has been constructed and the valve/tank water testing will be coordinated in the coming weeks. The project is on schedule to be complete by the November 30, 2024, timeline.

Matt Evans recommended payment of AEI pay application #16 in the amount \$309,949.20. If approved, the project will be at 74% complete on a financial basis.

KYLE LARSON made a motion to approve pay application #16 for AEI in the amount \$309,949.20. BOB TOWNSEND seconded the motion. **MOTION CARRIED**

Discussion: An agitator has been installed within the fire water tank to keep the water from freezing during the cold season. Burns and McDonnell will review whether the agitator will run year-around. Matt Evans reviewed the change orders associated with the project.

CO #1 - \$77,759 for concrete remediation under building foundation in 2023 (paid)

CO #2 - \$16,796 for increased roof metal thickness (paid)

CO #3 - \$TBD for concrete remediation work under the fire water tank (unpaid)

CO #4 - \$TBD for soil placement inside and outside the building footprint (unpaid)

CO #5 - \$TBD for concrete remediation in the septic tank area (unpaid)

CO #6 - \$TBD for an added concrete pad in front of the electrical meter (unpaid)

iii. **Sand Draw Scale Facility Project**

Matt Evans reported that the new scale has been installed on the foundation, all backfill work is complete, and the transition from the old scalehouse into the new scalehouse is scheduled for today. The asphalt paving has also been completed. Final electric and the new entrance gate are scheduled for September. Installation of the Geiger counter has not been scheduled. The change order cost for the additional soil stockpiling work is underway. Surveys will be used to measure volumes.

Matt Evans recommended payment of the LCI pay application #6 in the amount \$256,085.10. If approved, the project will be at 87% on a financial basis.

BOB CARLSON made a motion to approve pay application #6 for LCI in the amount \$256,085.10. VICE-CHAIR DOLCATER seconded the motion. **MOTION CARRIED**

b. **Tribal Agreement (Discussion & Formal Action)**

CHAIRMAN MOXLEY provided a description of recent activity relative to the Tribal agreement. The District has received separate draft agreements from each Tribe, as well as a signed resolution from the WRITC authorizing a split in the agreement. The two draft agreements aligned with the distribution of funds, with two-thirds of the full agreement amount directed to the EST and one-third to the NAT. They also aligned with the responsibilities for each Tribe, with the EST responsible for the Fort Washakie and Crowheart sites, and the NAT responsible for the Ethete site. Errors exist within each draft document that would need to be corrected.

Discussion: (1.) Current errors and date adjustments will need to be addressed within new documents if the process moves ahead, including the effective date and reference to the disposal fees. (2.) The District has never received any reporting or financial data as required by the current agreement. (3.) Concern over the human health and safety threat that has been allowed at the Ethete site must be addressed prior to the District continuing any discussion on the agreement. Photos and a video of the site were shared with the Board. The District will submit a letter of concern to the WRITC regarding the concerns at the Ethete site, stating that no continued agreement discussion will take place until the area is cleaned.

c. Business Manager/Operations Manager (Discussion)

CHAIRMAN MOXLEY discussed with the Board the intent of the Executive Committee to transition the Executive Director position into two positions, with the existing Accounting Manager position being retitled to Business Manager and absorbing the department head role, with an Operations Manager responsible for the management of the sites and equipment.

Discussion: (1.) Updated job descriptions are in development and will be submitted to the Executive Committee for an initial review. (2.) It is the desire of the Executive Committee to have Camille Woody transition into the Business Manager position. (3.) The job descriptions should be ready for full Board review at the October meeting.

4. NEW BUSINESS:

a. Burns and McDonnell – Authorization Price Adjustment (Discussion and Formal Action)

Matt Evans presented to the Board a request for an increase in the contract amount for their construction management authorization. The current authorization is billed on time and materials and the budget has been consumed. He projects that a \$30,000 increase should cover the remaining project effort.

Discussion: The District has benefitted from the B&M and FES construction observation and management.

BOB TOWNSEND made a motion to approve an increase in the Burns and McDonnell construction management authorization in the amount \$30,000, paid on a time and materials basis. ROD HAPER seconded the motion. **MOTION CARRIED**

5. CLOSING ITEMS:

a. Upcoming Meetings:

- i. The next regularly scheduled meeting: October 21, 2024, at 9:30am.

b. Call for Adjournment.

BOB TOWNSEND made a motion to adjourn the meeting at 11:00am. BOB CARLSON seconded the motion. **MOTION CARRIED**

Respectfully submitted by,

Camille Woody
HR&A Manager
Fremont County Solid Waste Disposal District

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

Fremont County Solid Waste Disposal District
Profit & Loss - Modified Accrual
For September 2024
(with comparative data for 2022)

	Sep 23	Sep 24	Jul-Sep 23	Jul-Sep 24	Budget	YTD = 25% % of Budget
Ordinary Income/Expense						
Income						
410210 · 3 Mill Levy Property Tax Revenue	72,255.11	68,806.01	72,255.11	68,806.01	2,571,972.00	2.68%
410214 · Auto Tax Revenue	182,524.58	188,691.95	0.00	0.00	350,000.00	0.0%
432000 · Intergovernmental Revenue	0.00	0.00	0.00	0.00	43,000.00	0.0%
435260M · Misc. Grant Revenue	0.00	22,258.50	0.00	22,258.50	0.00	100.0%
441270 · User Fees	261,049.47	253,668.92	835,039.29	828,718.67	2,700,000.00	30.69%
471250 · Interest Income	18,077.27	20,157.52	118,034.85	150,376.99	300,000.00	50.13%
480271 · Compost Sales	143.50	0.00	3,238.70	0.00	6,000.00	0.0%
480277O/S · Overage (Shortage)	-4.60	5.00	-3.03	-3.49	0.00	100.0%
480290 · Miscellaneous Revenue	50.00	25.00	3,907.50	100.00	5,500.00	1.82%
480290C · Recycling Revenue	2,498.27	7,929.60	51,837.67	32,770.86	160,000.00	20.48%
499272 · Sale of Surplus Vehicles	0.00	0.00	0.00	0.00	0.00	0.0%
Total Income	536,593.60	561,742.50	1,084,310.09	1,103,027.54	6,136,472.00	17.98%
Expense						
510310 · WAGES	102,155.92	95,633.31	284,894.49	311,711.15	1,308,100.00	23.83%
520000 · Payroll Tax & Benefits						
520320 · FICA	7,126.41	6,537.23	19,721.00	21,427.76	89,800.00	23.86%
520330 · WYOMING RETIREMENT	13,597.05	13,830.38	39,789.51	42,501.33	193,200.00	22.0%
520340 · HEALTH BENEFITS	55,845.19	45,494.81	163,986.42	138,713.03	488,300.00	28.41%
520350 · WORKER'S COMPENSATION	1,511.98	1,358.00	4,216.50	4,426.24	19,400.00	22.82%
520360 · UNEMPLOYMENT INSURANCE	0.00	0.00	0.00	0.00	5,000.00	0.0%
Total 520000 · Payroll Tax & Benefits	78,080.63	67,220.42	227,713.43	207,068.36	795,700.00	26.02%
530000 · Travel, Seminars & Training						
530620 · Board Travel/Seminars	24.00	155.42	187.22	209.40	3,000.00	6.98%
530630 · Staff Travel, Seminars & Training	1,054.97	1,428.24	5,051.16	4,248.68	12,000.00	35.41%
Total 530000 · Travel, Seminars & Training	1,078.97	1,583.66	5,238.38	4,458.08	15,000.00	29.72%
540000 · Contractual Services						
540700 · Engineering	26,613.53	65,476.61	110,691.47	165,436.94	641,300.00	25.8%
540840 · Audit/Acctg Fees	0.00	0.00	0.00	0.00	8,800.00	0.0%
540842 · Public Information	594.00	0.00	3,107.40	1,257.40	10,000.00	12.57%
540844 · Accountant	1,980.00	2,282.50	7,625.00	5,802.50	30,000.00	19.34%
540846 · Misc.Contract Services	0.00	0.00	0.00	0.00	15,000.00	0.0%
540850 · Attorney Fees	600.00	600.00	1,800.00	1,800.00	15,000.00	12.0%
Total 540000 · Contractual Services	29,787.53	68,359.11	123,223.87	174,296.84	720,100.00	24.21%
550000 · Other Adm'n. Expenses						
550610 · Office Expense	31.63	1,330.75	2,368.84	2,295.11	12,000.00	19.13%
550611 · Postage	91.29	829.94	256.26	1,494.91	2,500.00	59.8%
550612 · Advertising	0.00	0.00	0.00	0.00	7,500.00	0.0%
550616 · Office Equip.- Maint. & Repairs	435.41	683.01	1,561.94	2,210.35	15,000.00	14.74%
550635 · Bank fees	6,526.91	10,358.71	19,312.44	26,624.22	75,000.00	35.5%
Total 550000 · Other Adm'n. Expenses	7,085.24	13,202.41	23,499.48	32,624.59	112,000.00	29.13%

Fremont County Solid Waste Disposal District
Profit & Loss - Modified Accrual
For September 2024

(with comparative data for 2022)

	Sep 23	Sep 24	Jul-Sep 23	Jul-Sep 24	Budget	YTD = 25% % of Budget
620000 · Operations						
620420 · Operat/Maint Fuel, Lube, Filter						
620421 · Fuel	31,102.07	17,022.07	70,879.11	56,272.89	350,000.00	16.08%
620420 · Operat/Maint Fuel, Lube, Filter - Other	3,779.05	2,383.86	8,954.45	9,610.56		100.0%
Total 620420 · Operat/Maint Fuel, Lube, Filter	34,881.12	19,405.93	79,833.56	65,883.45	350,000.00	18.82%
620430 · Equipment Repairs	4,696.23	8,027.06	46,495.61	17,171.09	275,000.00	6.24%
620470 · Tires/All sites	4,732.67	2,454.93	10,001.07	7,628.15	70,000.00	10.9%
620475 · Safety	3,276.42	3,505.22	8,315.57	9,773.24	30,000.00	32.58%
620495 · Tools/all sites	796.51	1,484.56	1,255.47	2,292.91	7,000.00	32.76%
620591 · Supplies/All Sites	301.96	878.33	1,745.20	1,899.04	17,000.00	11.17%
620630 · Property Leases/Equip. Rents	1,384.49	1,487.40	11,332.63	4,196.88	90,000.00	4.66%
620710 · Bale Station Repair	0.00	0.00	1,319.09	583.70	200,000.00	0.29%
620711 · Baler wire	0.00	0.00	0.00	11,531.70	14,000.00	82.37%
Total 620000 · Operations	50,069.40	37,243.43	160,298.20	120,960.16	1,053,000.00	11.49%
630000 · Other Operating Expense						
630521 · Site Maintenance/All Sites	2,142.20	23,479.92	23,719.15	54,521.84	434,000.00	12.56%
630690 · Transfer Stations	0.00	0.00	0.00	1,738.79	1,500.00	115.92%
630695 · Wind River Res. Trnsfr Stations	23,013.70	23,013.70	69,726.02	70,575.34	280,000.00	25.21%
630730 · Recycling	14,252.19	16,958.87	38,586.66	27,045.52	160,000.00	16.9%
630740 · Financial Assurance Pmt.	4,200.00	0.00	4,200.00	0.00	5,600.00	0.0%
630839 · Bad Debts	0.00	0.00	0.00	0.00	1,000.00	0.0%
630854 · Landfill Closure	0.00	0.00	0.00	0.00	0.00	0.0%
Total 630000 · Other Operating Expense	43,608.09	63,452.49	136,231.83	153,881.49	882,100.00	17.45%
640650 · Utilities/All sites						
640651 · Power	6,584.93	4,352.17	11,158.30	13,064.52		
640652 · Cell Phone	474.73	476.36	1,424.19	1,428.98		
640653 · Phones	692.04	881.95	2,099.86	2,106.07		
640654 · Water	1,608.11	3,176.80	7,184.21	8,701.15		
640655 · Internet	294.95	24.68	1,035.91	412.13		
640656 · Propane/Natural Gas	0.00	1,226.12	683.93	1,433.00		
640650 · Utilities/All sites - Other	303.00	355.80	606.00	3,777.67	135,000.00	2.8%
Total 640650 · Utilities/All sites	9,957.76	10,493.68	24,192.40	30,923.52	135,000.00	22.91%
650712 · Scale Houses	2,128.23	1,121.01	11,222.31	8,702.62	30,000.00	29.01%
710000 · Insurance						
710640 · Insurance Liability	0.00	0.00	0.00	0.00	5,895.00	0.0%
710645 · Insurance Property	0.00	0.00	0.00	0.00	36,000.00	0.0%
710647 · Insurance Bonds	0.00	0.00	0.00	0.00	75.00	0.0%
Total 710000 · Insurance	0.00	0.00	0.00	0.00	41,970.00	0.0%
850410 · Equipment Purchase	0.00	0.00	0.00	591,715.00	777,000.00	76.15%
850414 · Infrastructure Improvements	306,919.44	484,912.80	1,022,426.37	1,564,846.10	4,600,000.00	34.02%
850410 · Office Equipment	0.00	0.00	0.00	3,044.00	21,000.00	14.5%
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%
Total Expense	630,871.21	843,222.32	2,018,940.76	3,204,231.91	10,490,970.00	30.54%
Net Ordinary Income	-94,277.61	-281,479.82	-934,630.67	-2,101,204.37	-4,354,498.00	48.25%
Net Income	-94,277.61	-281,479.82	-934,630.67	-2,101,204.37	-4,354,498.00	48.25%

Fremont County Solid Waste Disposal District
A/P Aging Summary
As of September 30, 2024

	Current	1 - 30	> 30	TOTAL
A D Martin Lumber Co., Inc.	1,199.99	0.00	0.00	1,199.99
ABC Sign, Inc.	4,925.00	0.00	0.00	4,925.00
Ace Hardware-Lander	401.90	0.00	0.00	401.90
Ace Mountain Hardware	4.97	0.00	0.00	4.97
Alexander Excavation, Inc.	422,919.00	0.00	0.00	422,919.00
Atlas Office Products, Inc.	130.40	0.00	0.00	130.40
Audit Timing Adjustment	0.00	0.00	0.00	0.00
B & T Fire Extinguishers, Inc.	1,332.72	0.00	0.00	1,332.72
Bailey Enterprises, Inc.	17,072.77	0.00	0.00	17,072.77
Bomgaars	84.08	0.00	0.00	84.08
Bull's Service & Towing	64.07	0.00	0.00	64.07
Burns & McDonnell	21,110.00	0.00	0.00	21,110.00
Carolina Software Inc.	950.00	0.00	0.00	950.00
City Plumbing & Heating, Inc.	110.76	0.00	0.00	110.76
CMI TECO	455.71	0.00	0.00	455.71
Coca-Cola Bottling Company High Country	157.50	0.00	0.00	157.50
Community Entry Service	15,714.16	0.00	0.00	15,714.16
Comtronix	355.80	0.00	0.00	355.80
Dry Mountain Water Inc.	1,290.00	0.00	0.00	1,290.00
Dubois Telephone Exchange (DTE) DBA Range	97.10	0.00	0.00	97.10
Eagle Uniform Supply, Inc.	335.92	0.00	0.00	335.92
Elan Financial Services	3,542.88	0.00	0.00	3,542.88
Ferrellgas	143.64	0.00	0.00	143.64
Fremont Chevrolet, Buick GMC	226.35	0.00	0.00	226.35
Further	755.84	0.00	0.00	755.84
Hamilton Manufacturing, Inc.	17,328.75	0.00	0.00	17,328.75
High Plains Power, Inc.	315.93	0.00	0.00	315.93
Jack's Truck & Equipment dba Floyd's Truc	165.84	0.00	0.00	165.84
Kagi Heating Supplies & Manufacturing Inc	1,257.55	0.00	0.00	1,257.55
KOIS Brother Equipment Company	218.29	0.00	0.00	218.29
Lander Valley Auto Parts	1,284.70	0.00	0.00	1,284.70
Lander, City of (vendor)	977.95	0.00	0.00	977.95
Larson, Kyle	100.50	0.00	0.00	100.50
LCI Trucking & Construction LLC	61,993.80	0.00	0.00	61,993.80
Murdoch's Ranch Supply	148.85	0.00	0.00	148.85
Napa Auto Parts - Riverton	133.15	0.00	0.00	133.15
NAPA Auto Parts of Dubois	13.82	0.00	0.00	13.82
Napa Auto Parts of Lander	918.08	0.00	0.00	918.08
Norco	83.50	0.00	0.00	83.50
Office Shop, Inc.	108.55	0.00	0.00	108.55
Overhead Door Company, Inc.	609.97	0.00	0.00	609.97
Petty Cash	73.72	0.00	0.00	73.72
Pirate Propane, Inc	875.60	0.00	0.00	875.60
Pitney Bowes	164.97	0.00	0.00	164.97
Riverton Tire & Oil, Inc.	2,454.93	0.00	0.00	2,454.93
Riverton, City of	1,138.86	0.00	0.00	1,138.86
Rocky Mountain Power	4,036.24	0.00	0.00	4,036.24
Schooner Sanitation	310.00	0.00	0.00	310.00
SLB, Inc.	2,282.50	0.00	0.00	2,282.50
Sutherlands	155.19	0.00	0.00	155.19
TCL - Traveling Computers, Inc.	494.46	0.00	0.00	494.46
Trihydro Corporation	44,366.61	0.00	0.00	44,366.61
Union Telephone Co., Inc.	476.36	0.00	0.00	476.36
Valley Lumber & Supply	57.76	0.00	0.00	57.76
Western Law Associates, P.C.	600.00	0.00	0.00	600.00
Western Printing	436.15	0.00	0.00	436.15
Wilkens Industries, Inc.	282.01	0.00	0.00	282.01
Windmill LLC	129.69	0.00	0.00	129.69
Wyoming First Aid & Safety	477.90	0.00	0.00	477.90
Wyoming Machinery Company, Corp.	7,000.81	0.00	0.00	7,000.81
Wyoming.com (vendor)	809.53	0.00	0.00	809.53
TOTAL	645,663.08	0.00	0.00	645,663.08



memorandum

To: Chairman Mark Moxley, Fremont County SWDD
From: Andrew Frey, P.E.
cc: Fremont County SWDD Board
Date: October 14, 2024
Re: Project Updates for October 21, 2024, 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 (WDEQ), 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 – 2024-2025 Environmental Activities and Monitoring (Task Order 10-039 / Trihydro Project FREMO-024-0002)

Activities associated with this work order during the previous month and anticipated in the near future include:

- The semiannual environmental monitoring event was completed during the week of October 7th.
 - Methane monitoring was conducted at the Dubois, Lander, and Sand Draw Landfills.
 - Groundwater monitoring, including groundwater gauging and sampling, was conducted at the Lander, Sand Draw, and Shoshoni Landfills. Static water levels were gauged at the Dubois Landfill, but the down-gradient wells were dry, so sampling was not required.
 - One out of eight coolers with samples from the Lander Landfill missed a flight during FedEx transit, and it arrived at the laboratory out of temperature. Some related analyses cannot be run because of the temperature exceedance. However, Trihydro has already worked with the lab and WDEQ to resolve. The affected samples will not be run, and WDEQ has agreed that the District can wait to ‘resample’ during the next routine monitoring event in April, 2025. We expressed our gratitude for their flexibility!
- Trihydro has not yet, but will also be collecting a sample from the tap in the Office bathroom at Sand Draw for total coliform. No problems have been previously identified or are expected; the sample will just be a simple confirmation to that effect.



Technical Assistance (Task Order 10-040 / Trihydro Project FREMO-024-0004)

Technical assistance activities during the previous month are as follows:

- A monthly Board memo was prepared for the September 2024 District Board meeting.
- A monthly Project Status Report was prepared to accompany the September 2024 invoice.
- The Lander BLM office has provided an application packet necessary for the potential land acquisition pursuit. The application documents will be prepared.
- Continued communication with the Lander Army National Guard (ANG) regarding authorization to borrow soils from the ANG lands for the Lander Landfill closure project (future).

Operational Support Services (Task Order 10-041 / Trihydro Project FREMO-024-0005)

Support service activities during the previous month are as follows:

- Document Review and Development: assist with review of friable and non-friable ACM disposal requests, assistance with monthly operational report, review of unique waste stream disposal requests, peer review documents.
- Projects: RACM one-time authorization with WDEQ, construction meetings for the Lander transfer station, and Sand Draw scale. Assist with coordination of fire water tank water hauling and in-house project logistics.
- Other: FCSWDD Board meeting, continue reviewing weight comparisons between Lander and Riverton, discussions with tire shredding vendors and contractor, assistance with interim operational plans for Dubois, discussions with crew chiefs to review waste handling and AUF metrics, coordinate operational grid maps for Lander and Dubois.

Please let us know if you have any questions or need additional information. You can call me on my cell phone (307-349-951) or send me an email (afrey@trihydro.com).

END OF MEMORANDUM

Memorandum



Date: October 17, 2024
To: Camille Woody, Fremont County Solid Waste Disposal District
From: Matt Evans, PE
Subject: Progress Report – October 2024

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

Lander Transfer Station Project

Alexander Excavation, Inc. (Alexander) has completed the foundation and floor of the building, and building erection is now complete. Mechanical, electrical, and plumbing work are all underway inside of the building. Filling and draining of the fire water tank is currently taking place on schedule. Based on progress to date and projected future activities, Alexander appears to be on track to complete the project on schedule.

Buried concrete discovered underneath the proposed water tank location was evaluated with the geotechnical engineering subconsultant and over excavation by an amount of three feet was determined as the appropriate method of remediation. Surveys have been completed. Additional buried concrete was discovered underneath the septic tank location. Remediation of the concrete is being completed on a unit rate basis similar to the water tank.

As discussed at the August Board meeting, final payment for additional subgrade placement resulting from the concrete remediation efforts in 2023 will be calculated based on the amount of subgrade remaining at the time of the construction meeting on July 17, 2024. Fremont Engineering & Surveying is performing the surveys and volume calculations. The cost for placement of the soil was agreed to be \$20 per cubic yard placed. Total amount will be calculated once final surveys are completed.

Sand Draw Scalehouse Project

The transition from the old scalehouse to the new scalehouse occurred on September 16th. Installation of the gate and radiation detectors is to occur in October. A change order for the additional soil stockpiling efforts related to the foundation preparation and the location of the stockpile will be recommended for approval at the October board meeting.

LCI is on schedule, and it appears that they will be complete by October 31, 2024.

Memorandum *(continued)*



October 17, 2024

Page 2

Capacity Audits

2024 capacity audit surveys were completed in July 2024. Preparation of the annual capacity audit reports is complete. The results of the capacity audits will be presented at the October Board meeting.

Technical Engineering Assistance

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

Capital Improvement Plan Modeling

Burns & McDonnell has completed model updates. The results of the updated model were presented to the Board at the May Board meeting. The next steps for this task will be to begin working with the District on budgeting for FY25-26 in the first quarter of 2025.

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 952-222-7249 or maevans@burnsmcd.com at your earliest convenience.

Fremont County Solid Waste Disposal District
Operational Report
October 2024

Waste Handling/Staff/Board/Inter-Government

Waste Handling.

1. The calculated tonnages and cost per ton are as follows (calculated using monthly expenses and monthly tonnages):

- a. 2013 = \$140 per ton & 31,500 total tons
- b. 2014 = \$176 per ton & 27,600 total tons
- c. 2015 = \$99 per ton & 31,900 total tons
- d. 2016 = \$103 per ton & 29,700 total tons
- e. 2017 = \$102 per ton & 33,500 total tons
- f. 2018 = \$106 per ton & 36,400 total tons
- g. 2019 = \$88 per ton & 41,900 total tons
- h. 2020 = \$89 per ton & 36,200 total tons
- i. 2021 = \$141 per ton & 35,700 total tons
- j. 2022 = \$125 per ton & 34,200 total tons
- k. 2023 = \$231 per ton & 40,800 total tons

**2023 included multiple large capital projects amounting to nearly \$10 million.*

l. 2024 (3rd Quarter) = \$240 per ton & 32,500 total tons

**2024 includes a continuance of large capital projects.*

Staff.

1. September 30, 2024: following implementation July 1, 2015, the Riverton Area staff (i.e. Riverton Transfer Station, the Sand Draw Landfill, and the rural transfer stations) have not had a single lost-time accident/incident in **9 years and 3 months!!!!** The Lander Area staff (i.e. Lander Landfill and the Dubois Landfill) have not had a single lost-time accident/incident in **1 month** after experiencing a minor lost-time accident in August 2024.
2. November 2024: following receipt of the 2023-2024 Capacity Audit Reports, the District will be holding a workshop with the crew chief's and lead operators to share the findings, discuss site life and financial impacts, best management practices, and site-specific operational changes.
3. October 2024: draft job descriptions have been developed for the proposed Business Manager and Operations Manager positions. The draft documents have been submitted to the Executive Committee for an initial review.

Board.

1. October 2024: the current committee assignments.
 - a. Recycling Committee: Jen Lamb, Bob Townsend, and Mark Moxley
 - b. Health Benefit and Wage Committee: Rob Dolcater, Mark Moxley, John Larsen, and Rod Haper.
 - c. Planning Committee: Bob Townsend, Jen Lamb, and Rob Dolcater.
 - d. Budget Committee: Jen Lamb, Rob Dolcater, and Mark Moxley.

- e. WRIR Solid Waste Negotiations Committee: Rod Haper, Mark Moxley, and Kyle Larson.
2. August 2024: a member of the Northern Arapaho Tribe Business Council applied for the vacant FCSWDD Board position.

Inter-Government.

1. County:
 - a. The commissioner Work Session that had been scheduled for May 21, 2024, has still not been rescheduled.
2. Tribal:
 - a. September 2024: as per the Board's direction at the September 2024 Board meeting, a letter was submitted to the WRITC communicating the Board's concern with the human health and safety threat that had been allowed to develop in the Ethete transfer station area. Further, that the Board would not continue to discuss agreement amendments until the area was cleaned.
 - b. September – October 2024: the NAT continues to clean the Ethete transfer station area.
 - c. October 10, 2024: the WRIR Negotiations Committee of the Board met with representatives of the NAT to discuss the cleanup effort and interest in splitting the current agreement between the two Tribes.

Regulatory

Regulatory – no updates

Sites/Operations/Equipment:

Sites.

1. October 2024: following construction of the new Lander Landfill haul road commercial traffic has been routed onto it. Prior to winter weather setting in, the Lander staff will be working to place gravel surfacing along the entirety.

Operations.

1. October 2024: the new scale facility at the Sand Draw Landfill is in use.

Equipment – no updates

Miscellaneous/Upcoming Work & Events:

Miscellaneous – no updates

Upcoming Work & Events.

1. October 2024: the District continues review of tire shredding equipment options for this year's event.
2. October 2024: the Christmas Party planning is underway, with a preliminary goal of early December. Please provide any suggestions!!

TRANSFER STATION OPERATING AGREEMENT

THIS AGREEMENT is made and entered into by and between the Fremont County Solid Waste Disposal District, hereinafter referred to as "the District", of 52 Beebe Road, P.O. Box 1400, Lander, Fremont County, Wyoming, and the Eastern Shoshone Tribe, a federally recognized Indian Tribe, at P.O. Box 538, Fort Washakie, Wyoming 82514, hereinafter referred to as "EST".

RECITALS

WHEREAS, the District was formed in 1979 pursuant to W.S. Section 18-11-101 et seq. to dispose of municipal solid waste and currently operates various landfills and transfer stations within Fremont County, Wyoming; and

WHEREAS, EST, as a federally recognized Indian Tribe, with inherent rights of self-governance to exercise rights of self-determination and enjoy a government-to-government relationship with the State of Wyoming and its political sub-divisions; and

WHEREAS, in 1996 the District agreed to operate Tribally constructed and operated transfer stations ("transfer stations") and did so to service the communities of Arapaho, Crowheart, Ethete and Ft. Washakie; and

WHEREAS, EST desires to operate and manage the transfer stations in conjunction with its solid waste management program; and

WHEREAS, the District desires to have EST operate the transfer stations, as set forth herein, on the terms and conditions stated herein and EST desire to operate the transfer stations on the terms and conditions stated herein.

NOW THEREFORE, for and in consideration of the monies to be paid hereunder, the services to be rendered hereunder and the parties covenants and agreements as contained herein the parties agree as follows:

1. Recitals. The above said recitals are incorporated into and made a part of this agreement and are not mere factual recitals.

2. EST's Responsibilities. EST hereby agrees to operate and manage the transfer stations at Crowheart and Fort Washakie and, although not required, any other transfer stations that EST, in its sole discretion, decides to operate and manage and EST shall be responsible for the following at each site:

a. To provide all necessary equipment to properly equip each site for the receipt of solid waste;

- b. To provide adequate staff to operate each site;
- c. To set hours and days of operation at each site as EST deems reasonable and prudent.
- d. To maintain the transfer stations in compliance with applicable Tribal and Federal standards.
- e. To accept appropriate waste (as defined by the District Rules and Regulations that consists of municipal solid waste, construction and demolition waste, recyclables and diversion materials) at the transfer stations and transport it to the Lander Landfill or the Sand Draw Landfill if so directed by the District.
- f. To ensure that all waste is placed and retained in containers and must not be stored on the ground. This shall not apply to used tires or metal waste.
- g. To procure and maintain any permits or licenses that may be required to operate the transfer stations, solid waste management facilities, and transport.
- h. EST shall be allowed to set the fees for consumers at the sites, but agrees that fees at the transfer stations will not exceed the prevailing rate for all other transfer stations in Fremont County operated by the District.
- i. EST shall deliver all waste (ie: municipal solid waste, construction and demolition, and recyclables and diversions materials) to either the Lander Landfill or the Sand Draw Landfill as directed by the District. All tires shall be accumulated separately and delivered to the location specified by the District.
- j. EST shall ensure that full containers are removed from the transfer station site and delivered to the directed landfill within 5 days of being full.
- k. EST shall provide to the District a monthly report of the activities at the transfer station sites, including the number of persons utilizing the site, amount collected in disposal fees and recycling revenue at each site, and issues that arise at each site.
- l. EST shall annually provide to the District a financial statement that will detail the revenue received by EST and all expenses incurred by EST during the previous year.

3. District's Responsibilities. The District agrees to provide partial funding for EST to operate the transfer stations and shall be responsible for the following:

a. To accept and dispose of acceptable municipal solid waste, construction and demolition, and recyclables and diversion material debris EST delivers to the District's Lander or Sand Draw landfill.

b. To handle the delivered waste and to properly dispose of the same in the District's Lander or Sand Draw landfills.

c. To maintain scales for the weighing of the waste delivered by EST.

d. To procure and maintain all permits and licensing to dispose of the accepted solid waste.

e. To dispose of acceptable municipal solid waste and construction and demolition waste from EST for the prevailing disposal fee defined within the District's Rules and Regulations and charged to other customers.

f. To invoice EST on a monthly basis for the disposal fees incurred at the District's Disposal Facilities.

g. On a monthly basis provide EST an accounting of all waste delivered to the District's Disposal Facilities.

h. The District will accept delivery of all segregated recyclable materials segregated by type of material from EST, with recyclable materials being defined by the District's recycling program. Upon delivery the recyclables shall become the property of the District and processed and marketed by the District, with the District being entitled to retain all revenue from the sale of the recyclables.

i. Allow EST's gate attendants and other personnel to attend the District's biannual solid waste training to ensure that only household, non-hazardous, non-liquid waste enters the transfer stations.

j. The District agrees to furnish one time site signage as is deemed appropriate and necessary by the District for each site for each transfer station site. EST shall be responsible for installing and maintaining the signage.

4. Use of District Disposal Facilities. The following conditions of use apply to disposal:

a. EST shall deliver the waste from the transfer stations to the Lander Landfill or the Sand Draw Landfill as directed by the District.

b. All loads must be adequately covered to prevent scattering of debris during transportation.

c. The waste shall be properly sorted to ensure that only acceptable municipal solid waste, construction and demolition, and recyclable and diversion waste is delivered to the landfill.

d. EST is responsible to pay to the District the prevailing disposal fee defined within the District's Rules and Regulations. The disposal fee for the waste delivered by EST shall be deducted from the monthly contract payments. (For example: if the disposal fee for a month is \$4,000 and the monthly payment from the District to EST is \$15,555, then the District shall pay EST the net fee of \$11,555).

e. The District is not required to accept any material at the Disposal Facilities if disposal of the material would violate the District's permits, Rules and Regulations or create a safety hazard for District employees.

5. Term. The term of this agreement shall be for a period of 5 years, unless terminated prior to then as provided for herein. The term shall commence on November 1, 2024, and terminate on October 31, 2029, unless terminated sooner as provided for herein. Six months prior to termination of the Agreement each party shall notify the other of its intent to either continue with the Agreement or to not renew it. Upon termination, the parties may negotiate a renewal upon such terms as the parties may agree upon if both parties agree to do so.

6. Payment to EST. The District agrees to pay EST for the services described herein. During the term of this Agreement, the District shall pay to EST the sum of \$186,670 for the first year of the contract. Thereafter on the anniversary date of this Agreement the District shall evaluate EST's operations and performance under the Agreement and consider the annual report from EST on the revenue received and expenses incurred during the next year. The District will also consider the Wyoming inflation rate in making the determination. The District agrees that during the term of this agreement the annual fee shall never be less than \$186,670.

Payments to EST will be in advance and on a monthly basis. The District shall deduct from the monthly payments to EST an amount equal to any accrued disposal fees due to the District from the previous month in the manner set forth in paragraph d. above. All payments to EST shall be made to EST's Finance, by direct deposit into an account as shall be designated by EST.

7. Independent Contractor. The parties agree that in the performance of this Agreement EST is acting as an independent contractor and the District shall not have any control as to the method, timing or sequence of EST's performance of its obligations hereunder.

8. Termination. This Agreement may be terminated by the mutual consent of the parties. Either party may unilaterally terminate this agreement for cause. If either party seeks to terminate this agreement for cause, they must first provide to the other party sixty (60) days prior written notice setting forth the default. The other party shall have a period of thirty (30) days to cure the default. If default is cured within the thirty (30) day period, then the contract shall continue.

9. Regulation at transfer stations. Nothing in this agreement shall limit or expand, or be construed to limit or expand, the jurisdiction of EST or the District with respect to the management of the transfer stations or of the District landfills, including, but not limited to, enforcement powers and procedures available to the parties.

10. Indemnification. Each party to this Agreement shall assume the risk of liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the Other.

11. Default and Dispute Resolution. In the event of a default of any provision of this agreement or a dispute over the terms and provisions of this agreement, the parties agree to the following dispute resolution procedure:

a. Either party shall notify the other party, in writing, of the alleged dispute and/or default.

b. The parties shall, within thirty (30) days of service of the writing, as herein provided, meet and in good faith confer and attempt to resolve the default and/or dispute.

c. If the parties are not able to reach a resolution within sixty (60) days of the written notice then this Agreement shall terminate.

12. Notice. Any notice, demand or communication required or permitted under this agreement shall be in writing and shall be deemed to have sufficiently been given if personally served or delivered by commercial carrier, or sent certified or registered mail, return receipt requested and postage pre-paid, and addressed to the other party at the following addresses:

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

Eastern Shoshone Tribe Business Council
P.O. Box 538
Fort Washakie, Wyoming 82514

13. No Waiver. Except as expressly provided in this agreement, no delay or omission to exercise any right, power, or remedy accruing under this agreement shall impair such right, power, or remedy, nor shall it be construed to be a waiver of or acquiescence in a breach of or default under this agreement. The parties specifically and affirmatively agree not to construe the conduct, statements, delay, or omission of any other party as altering in any way the parties' duties and responsibilities as defined in this agreement. Any waiver, permit, or approval of any breach or default under this agreement must be in writing, and, the parties hereby agree that neither will raise waiver nor estoppels as an affirmative defense so as to limit or negate the clear language and intent of this agreement. All remedies, either under this agreement, by law, or otherwise afforded to any party shall be cumulative, not alternative.

14. No Assignment. No party hereto shall assign or otherwise transfer any of its benefits or responsibilities contained in this agreement without first obtaining the written authorization of the other party. EST shall not assign or pledge the payments made to them hereunder, without the prior written consent of the District.

15. Sovereign Immunity. Nothing in this Agreement constitutes or should be construed to constitute a waiver of sovereign immunity by either party. By entering into this contract neither party waives its Governmental Immunity, as provided by any applicable law including but not limited to W.S.

Section 1-39-101 et seq. Further, each party fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law based on this contract. Designations of venue, choice of law and similar provisions should not be construed as a waiver of sovereign immunity. Any ambiguity in this Agreement shall be construed in favor of sovereign immunity. This contract is entered into by the parties for their sole benefit, and is not intended to be for the benefit of any other third party or entity.

16. Entire Agreement. There is no agreement or promise on the part of any party to this agreement to do or omit to do any act or thing not herein mentioned. All prior agreements, negotiations and promises between or among the parties in any combination, whether oral or written, confidential or public, express or implied, are hereby superseded and replaced in full by this agreement, which constitutes the entire agreement between the parties and may not be effectively amended, changed, modified, or altered without the written consent and agreement of all parties.

17. Time of the Essence. Time limitations contained herein, or provided for hereby, are of the essence of this agreement.

18. Mutual Benefit. It is mutually agreed that this agreement shall be binding upon the parties hereto and their successors and approved assigns of the parties hereto. The District hereby represents that the term of this agreement is of benefit to the District to allow for future budgetary concerns and for planning purposes.

19. Effective Date. The effective date of this agreement shall be November 1, 2024.

Fremont County Solid Waste Disposal District

By: _____

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

By: _____

John St. Clair, Chairman
Eastern Shoshone Tribe Business Council

TRANSFER STATION OPERATING AGREEMENT

THIS AGREEMENT is made and entered into by and between the Fremont County Solid Waste Disposal District, hereinafter referred to as "the District", of 52 Beebe Road, P.O. Box 1400, Lander, Fremont County, Wyoming, and the Northern Arapaho Tribe, a federally recognized Indian Tribe, at P.O. Box 396, Fort Washakie, Wyoming 82514, hereinafter referred to as "NAT".

RECITALS

WHEREAS, the District was formed in 1979 pursuant to W.S. Section 18-11-101 et seq. to dispose of municipal solid waste and currently operates various landfills and transfer stations within Fremont County, Wyoming; and

WHEREAS, NAT, as a federally recognized Indian Tribe, with inherent rights of self-governance to exercise rights of self-determination and enjoy a government-to-government relationship with the State of Wyoming and its political sub-divisions; and

WHEREAS, in 1996 the District agreed to operate Tribally constructed and operated transfer stations ("transfer station(s)") and did so to service the communities of Arapaho, Crowheart, Ethete and Ft. Washakie; and

WHEREAS, NAT desires to operate and manage the transfer station(s) in conjunction with its solid waste management program; and

WHEREAS, the District desires to have NAT operate the transfer station(s), as set forth herein, on the terms and conditions stated herein and NAT desire to operate the transfer station(s) on the terms and conditions stated herein.

NOW THEREFORE, for and in consideration of the monies to be paid hereunder, the services to be rendered hereunder and the parties covenants and agreements as contained herein the parties agree as follows:

1. Recitals. The above said recitals are incorporated into and made a part of this agreement and are not mere factual recitals.

2. NAT's Responsibilities. NAT hereby agrees to operate and manage the transfer station(s) at Ethete and, although not required, any other transfer stations that NAT, in its sole discretion, decides to operate and manage and NAT shall be responsible for the following at each site:

a. To provide all necessary equipment to properly equip each site for the receipt of solid waste;

- b. To provide adequate staff to operate each site;
- c. To set hours and days of operation at each site as NAT deems reasonable and prudent.
- d. To maintain the transfer station(s) in compliance with applicable Tribal and Federal standards.
- e. To accept appropriate waste (as defined by the District Rules and Regulations that consists of municipal solid waste, construction and demolition waste, recyclables and diversion materials) at the transfer station(s) and transport it to the Lander Landfill or the Sand Draw Landfill if so directed by the District.
- f. To ensure that all waste is placed and retained in containers and must not be stored on the ground. This shall not apply to used tires or metal waste.
- g. To procure and maintain any permits or licenses that may be required to operate the transfer station(s), solid waste management facilities, and transport.
- h. NAT shall be allowed to set the fees for consumers at the sites, but agrees that fees at the transfer station(s) will not exceed the prevailing rate for all other transfer stations in Fremont County operated by the District.
- i. NAT shall deliver all waste (ie: municipal solid waste, construction and demolition, and recyclables and diversions materials) to either the Lander Landfill or the Sand Draw Landfill as directed by the District. All tires shall be accumulated separately and delivered to the location specified by the District.
- j. NAT shall ensure that full containers are removed from the transfer station(s) sites and delivered to the directed landfill within 5 days of being full.
- k. NAT shall provide to the District a monthly report of the activities at the transfer station sites, including the number of persons utilizing the site, amount collected in disposal fees and recycling revenue at each site, and issues that arise at each site.

1. NAT shall annually provide to the District a financial statement that will detail the revenue received by NAT and all expenses incurred by NAT during the previous year.

3. District's Responsibilities. The District agrees to provide partial funding for NAT to operate the transfer station(s) and shall be responsible for the following:

a. To accept and dispose of acceptable municipal solid waste, construction and demolition, and recyclables and diversion material debris NAT delivers to the District's Lander or Sand Draw landfill.

b. To handle the delivered waste and to properly dispose of the same in the District's Lander or Sand Draw landfills.

c. To maintain scales for the weighing of the waste delivered by NAT.

d. To procure and maintain all permits and licensing to dispose of the accepted solid waste.

e. To dispose of acceptable municipal solid waste and construction and demolition waste from NAT for the prevailing disposal fee defined within the District's Rules and Regulations and charged to other customers.

f. To invoice NAT on a monthly basis for the disposal fees incurred at the District's Disposal Facilities.

g. On a monthly basis provide NAT an accounting of all waste delivered to the District's Disposal Facilities.

h. The District will accept delivery of all segregated recyclable materials segregated by type of material from NAT, with recyclable materials being defined by the District's recycling program. Upon delivery the recyclables shall become the property of the District and processed and marketed by the District, with the District being entitled to retain all revenue from the sale of the recyclables.

i. Allow NAT's gate attendants and other personnel to attend the District's biannual solid waste training to ensure that only household, non-hazardous, non-liquid waste enters the transfer station(s).

j. The District agrees to furnish one time concrete super blocks to each transfer station site operated by NAT for their use in building an ash pit. NAT shall be responsible for constructing the ash pits.

k. The District agrees to furnish one time site signage as is deemed appropriate and necessary by the District for each site for each transfer station sites. NAT shall be responsible for installing and maintaining the signage.

4. Use of District Disposal Facilities. The following conditions of use apply to disposal:

a. NAT shall deliver the waste from the transfer station(s) to the Lander Landfill or the Sand Draw Landfill as directed by the District.

b. All loads must be adequately covered to prevent scattering of debris during transportation.

c. The waste shall be properly sorted to ensure that only acceptable municipal solid waste, construction and demolition, and recyclable and diversion waste is delivered to the landfill.

d. NAT is responsible to pay to the District the prevailing disposal fee defined within the District's Rules and Regulations. The disposal fee for the waste delivered by NAT shall be deducted from the monthly contract payments. (For example: if the disposal fee for a month is \$4,000.00 and the monthly payment from the District to the Council is \$7,777.00, then the District shall pay NAT the net fee of \$3,777.00).

e. The District is not required to accept any material at the Disposal Facilities if disposal of the material would violate the District's permits, Rules and Regulations or create a safety hazard for District employees.

5. Term. The term of this agreement shall be for a period of 5 years, unless terminated prior to then as provided for herein. The term shall commence on November 1, 2024, and terminate on October 31, 2029, unless terminated sooner as provided for herein. Six months prior to termination of the Agreement each party shall notify the other of its intent to either continue with the Agreement or to not renew it. Upon termination, the parties may negotiate a renewal upon such terms as the parties may agree upon if both parties agree to do so.

6. Payment to NAT. The District agrees to pay NAT for the services described herein. During the term of this Agreement, the District shall pay to NAT the sum of \$93,333.33 for the first year of the contract. Thereafter on the anniversary date of this Agreement the

District shall evaluate NAT's operations and performance under the Agreement and consider the annual report from NAT on the revenue received and expenses incurred during the next year. The District will also consider the Wyoming inflation rate in making the determination. The District agrees that during the term of this agreement the annual fee shall never be less than \$93,333.33.

Payments to NAT will be in advance and on a monthly basis. The District shall deduct from the monthly payments to NAT an amount equal to any accrued disposal fees due to the District from the previous month in the manner set forth in paragraph d. above. All payments to NAT shall be made to NAT's Finance, by direct deposit into an account as shall be designated by NAT.

7. Independent Contractor. The parties agree that in the performance of this Agreement NAT is acting as an independent contractor and the District shall not have any control as to the method, timing or sequence of NAT's performance of its obligations hereunder.

8. Termination. This Agreement may be terminated by the mutual consent of the parties. Either party may unilaterally terminate this agreement for cause. If either party seeks to terminate this agreement for cause, they must first provide to the other party sixty (60) days prior written notice setting forth the default. The other party shall have a period of thirty (30) days to cure the default. If default is cured within the thirty (30) day period, then the contract shall continue.

9. Regulation at transfer station(s). Nothing in this agreement shall limit or expand, or be construed to limit or expand, the jurisdiction of NAT or the District with respect to the management of the transfer station(s) or of the District landfills, including, but not limited to, enforcement powers and procedures available to the parties.

10. Indemnification. Each party to this Agreement shall assume the risk of liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the Other.

11. Default and Dispute Resolution. In the event of a default of any provision of this agreement or a dispute over the terms and provisions of this agreement, the parties agree to the following dispute resolution procedure:

a. Either party shall notify the other party, in writing, of the alleged dispute and/or default.

b. The parties shall, within thirty (30) days of service of the writing, as herein provided, meet and in good faith confer and attempt to resolve the default and/or dispute.

c. If the parties are not able to reach a resolution within sixty (60) days of the written notice then this Agreement shall terminate.

12. Notice. Any notice, demand or communication required or permitted under this agreement shall be in writing and shall be deemed to have sufficiently been given if personally served or delivered by commercial carrier, or sent certified or registered mail, return receipt requested and postage pre-paid, and addressed to the other party at the following addresses:

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

Northern Arapaho Tribe Business Council
P.O. Box 396
Fort Washakie, Wyoming 82514

13. No Waiver. Except as expressly provided in this agreement, no delay or omission to exercise any right, power, or remedy accruing under this agreement shall impair such right, power, or remedy, nor shall it be construed to be a waiver of or acquiescence in a breach of or default under this agreement. The parties specifically and affirmatively agree not to construe the conduct, statements, delay, or omission of any other party as altering in any way the parties' duties and responsibilities as defined in this agreement. Any waiver, permit, or approval of any breach or default under this agreement must be in writing, and, the parties hereby agree that neither will raise waiver nor estoppels as an affirmative defense so as to limit or negate the clear language and intent of this agreement. All remedies, either under this agreement, by law, or otherwise afforded to any party shall be cumulative, not alternative.

14. No Assignment. No party hereto shall assign or otherwise transfer any of its benefits or responsibilities contained in this agreement without first obtaining the written authorization of the other party. The Tribe shall not assign or pledge the payments made to them hereunder, without the prior written consent of the District.

15. Sovereign Immunity. Nothing in this Agreement constitutes or should be construed to constitute a waiver of sovereign immunity by either party. By entering into this contract neither party waives its Governmental Immunity, as provided by any applicable law including but not limited to W.S.

Section 1-39-101 et seq. Further, each party fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law based on this contract. Designations of venue, choice of law and similar provisions should not be construed as a waiver of sovereign immunity. Any ambiguity in this Agreement shall be construed in favor of sovereign immunity. This contract is entered into by the parties for their sole benefit, and is not intended to be for the benefit of any other third party or entity.

16. Entire Agreement. There is no agreement or promise on the part of any party to this agreement to do or omit to do any act or thing not herein mentioned. All prior agreements, negotiations and promises between or among the parties in any combination, whether oral or written, confidential or public, express or implied, are hereby superseded and replaced in full by this agreement, which constitutes the entire agreement between the parties and may not be effectively amended, changed, modified, or altered without the written consent and agreement of all parties.

17. Time of the Essence. Time limitations contained herein, or provided for hereby, are of the essence of this agreement.

18. Mutual Benefit. It is mutually agreed that this agreement shall be binding upon the parties hereto and their successors and approved assigns of the parties hereto. The District hereby represents that the term of this agreement is of benefit to the District to allow for future budgetary concerns and for planning purposes.

19. Effective Date. The effective date of this agreement shall be November 1, 2024.

Fremont County Solid Waste Disposal District

By: _____
Mark Moxley, Chairman
Fremont County Solid Waste Disposal District Board of Directors

By: _____
Lloyd Goggles, Chairman
Northern Arapaho Tribe Business Council

Last Revision: October 10, 2024

Fremont County Solid Waste Disposal District
Fremont County
Lander, Wyoming

JOB TITLE:
BUSINESS MANAGER

GENERAL

REPORTS TO: Board of Directors

POSITION SUMMARY: Performs primary supervisory and administrative work planning for all District programs. Responsible for all areas relating to human resources, planning, financial management, and operations.

STATUS: Exempt (salaried)

DISTRICT VEHICLE: Assigned

RESPONSIBILITIES AND DUTIES:

- Primary supervision of District employees
- Develop and promote short- and long-term planning.
- Create and maintain filing and other organizational systems (i.e. electronic and hard copy) including effective internal controls.
- Prepare monthly financial reports.
- Manage and prepare payroll, garnishments, payroll taxes including 941 deposits, payroll tax reporting, Workers Compensation, Wyoming Retirement, etc.
- Develop and manage the District's annual budget.
- Ensure compliance with established accounting directives.
- Develop and implement approved operational changes.
- Manage the Districts Human Resources (hiring, layoffs, interviewing, workers compensation claims, disciplinary actions, etc.), including scheduling, coordination, and maintaining a file system for all solid waste staff drug & alcohol screening and testing.
- Manage accounts payables including recording and payment of invoices.
- Prepare sales tax reports.
- Manage Workers Compensation claims.
- Reconcile all bank statements.
- Manage District accounts.
- Review accounts receivable.
- Manage and prepare reports for grant funding.
- Ensure confidentiality.
- Request quotes, and ensure all requirements are followed.
- Draft, market, propose, and manage contract and consultant work, and work with contracted professionals (i.e. Engineers, Attorneys, Marketing Agencies, and Accountants).
- Gain a working knowledge of the Districts sites and operations.

- Represent the District in legal matters.
- Assess District's level of risk with current and future activities.
- Prepare materials and documents for meetings and events, including agendas and meeting minutes.
- Attend all Solid Waste Board of Directors meetings.
- Promote District safety policies and procedures.
- Review and approve staff timesheets, and invoices.
- Represent the District in legislative matters.

*** This list of duties is intended to provide a general understanding, and not intended to list all essential duties.*

PUBLIC RELATIONS/INTERACTION:

1. Attend, participate in, and report on public meetings.
2. Greet the public in a friendly, helpful manner.
3. Answer questions regarding the Solid Waste District, or refer questions to the appropriate personnel.
4. Maintains professionalism by exerting tact, diplomacy, and good judgment when dealing with the public or other staff in a public setting.

SAFETY:

1. Operates all equipment and tools in a safe and prudent manner.
2. Wears appropriate safety glasses/goggles, safety vests, hard hats, and other safety clothing to maintain safety of the job.
3. Actively participate in all safety meetings, as needed.
4. Maintains awareness of other vehicles, equipment, people, and other safety hazards near work sites.
5. Follows internal and external safety operating procedures as established by the Fremont County Solid Waste District and supervisors.
6. Performs all duties in conformance to appropriate safety and security standards.

SUPPLEMENTAL DUTIES:

1. Assist with general operations as needed, or upon unforeseen staff shortages.
2. Assist with Emergency Services.
3. Other work as assigned by the Board of Directors.
4. Often required to drive a vehicle.

AGREEMENT:

I certify that I have read and understand all of the above listed information and requirements associated with this position at the Fremont County Solid Waste Disposal District.

APPLICANT'S PRINTED NAME

APPLICANT'S SIGNATURE

DATE

REQUIREMENTS

DESIRED MINIMUM QUALIFICATIONS:

1. Education and Work Experience:

- Associate's degree in accounting and 2-years of applicable experience, or 5-years comparable experience, including financial statement preparation and knowledge of payroll and payroll reporting.
- Human resource competence training and 3-years' experience.
- Must have strong computer skills.
- Experience in construction and heavy equipment operations or operational oversight (preferred).

2. Knowledge, Skills, and Abilities:

- Knowledge of heavy equipment operation and maintenance.
- Ability to supervise employees and manage daily operational plans.
- Ability to establish effective working relationships.
- Effectively present information and respond to questions from the Board of Directors, County Commissioners, town officials, state legislature, and the media in written and verbal communications, including public presentations.
- Knowledge and experience with GASB and Governmental Accounting.
- Knowledge and experience with budgeting.
- Knowledge and experience with all functions of QuickBooks.
- Knowledge and strong experience with Microsoft Word and Excel required. Experience with WasteWorks is a plus.
- Ability to write technical reports and business correspondence.
- Ability to add, subtract, multiply, and divide in all units of measure using whole numbers, common fractions, and decimals.
- Ability to use common sense understanding to carry out instructions furnished in written, oral, or diagram form.

MANDATORY QUALIFICATIONS:

- Possession of, or ability to obtain within 2-months, a valid Wyoming driver's license.
- Possession of, or ability obtain within 6-months, the Wyoming Department of Environmental Solid Waste Operator, Solid Waste Manager and Solid Waste Transfer Station certifications.
- Ability to be bonded.
- Ability to be insured by the District's insurance providers.

PRE-EMPLOYMENT SCREENINGS:

1. Pre-employment screenings may include, but are not limited to, the following: drug screen, references, criminal background, and credit history.

WORK ENVIRONMENT:

- The District facility work environments involve exposure to hazards or physical risks, additionally times of stress.
- The work environment involves moderate exposure to unusual elements, such as extreme temperatures, dirt, dust, fumes, smoke, unpleasant odors, and loud noises.
- The work will involve working with others, around others, and has contact with the public.
- Safe operations are required. Appropriate personal protective equipment will be required.

PHYSICAL DEMANDS:

- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- While performing the duties of this job, the employee is constantly required to hear, read, use hands to finger, handle or feel objects, reach with hands and arms, taste or smell, and drive a vehicle. Frequently required to sit, talk, climb, or balance, stand, walk, stoop, kneel, crouch, or crawl, write, and use a keyboard.
- Must have the ability to constantly lift and/or move up to 30 pounds.
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

MENTAL/MOTOR DEMANDS:

- While performing the duties of this job, the employee constantly meets deadlines, maintains attentiveness duration and has guidance available and co-worker support. Constantly involved in social interactions which require oral communications, multi-tasks, performs routine work, and maintains attentiveness.
- Memory, reasoning, and judgment are constantly used/required on the job. Estimating and problem solving are frequently used and required on the job.

AGREEMENT:

I certify that I have read and understand all of the above listed information and requirements associated with the Administrative Assistant position at the Fremont County Solid Waste Disposal District.

APPLICANT'S PRINTED NAME

APPLICANT'S SIGNATURE

DATE

Last Revision: October 10, 2024

Fremont County Solid Waste Disposal District
Fremont County
Lander, Wyoming

JOB TITLE:
OPERATIONS MANAGER

GENERAL

REPORTS TO: Business Manager

POSITION SUMMARY: Performs responsible supervisory and administrative work, planning, scheduling, evaluating, and supervising the District operations relating to; landfills, transfer stations, recycling and waste diversion, and clean-up events. Duties are varied and require considerable knowledge of the functions and equipment common to landfilling, waste transportation, and recycling/waste diversion management. Considerable knowledge is also required of all federal, state, and local laws concerning the handling and disposal of all types of waste. Work is a mixture of office and field work.

STATUS: Exempt (salaried)

DISTRICT VEHICLE: Assigned

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Instruct and supervise up to 24 full-time employees and various temporary and part-time employees in the operation of the District's landfills, bale station, transfer stations, recycling collection programs, waste diversion programs, scalehouses (which includes daily cash deposits collection, gate receipts, and deposit of monies), and annual cleanup events.
- Staff Management: assist with hiring, disciplinary actions and reviews; scheduling and reviewing timesheets; and assist with safety training developments and auditing.
- Manage the regulatory requirements for all District sites and operations (i.e. State of Wyoming and Federal).
- Ensure District sites are operated in accordance with permits in a safe and efficient manner through daily oversight and management of staff, equipment, and resources.
- Operational Management: identifying improvement for efficient operations.
- Oversee the use of all District Equipment to ensure proper, safe, and efficient use, and provide written recommendation to the Business Manager for proposed changes.
- Manage equipment, and supply procurement through a competitive bidding process.
- Conduct site inspections and operation reviews.

- Provide operational assistance to the Business Manager: operational budget development and monitoring, strategic planning, operation activity log development and management, and public relations.

***This list of duties is intended to provide a general understanding and may not include all duties that are the responsibility of the Operations Manager.*

PUBLIC RELATIONS/INTERACTION:

1. Greet the public in a friendly, helpful manner.
2. Answer questions regarding the Solid Waste District.
3. Assist with public relations.
4. Maintains professionalism by exerting tact, diplomacy, and good judgment when dealing with the public or other staff in a public setting.
5. Will be asked to lead and present information in public settings and may be asked to lead and present information in Board meetings.

SAFETY:

1. Ensures compliance with District safety policy, training, and requirements.
2. Operates all equipment and tools in a safe and prudent manner.
3. Wears appropriate safety glasses/goggles, safety vests, hard hats, and other safety clothing to maintain safety of the job.
4. Actively participate in all safety meetings.
5. Maintains awareness of other vehicles, equipment, people, and other safety hazards near work sites.
6. Controls traffic at work sites by flagging, posting signs, and other means to guide traffic through work areas in a safe manner.
7. Follows internal and external safety operating procedures established by the Fremont County Solid Waste District and supervisors.
8. Performs all duties in conformance to appropriate safety and security standards.

SUPPLEMENTAL DUTIES:

1. Assist with general and equipment operations as needed, or upon unforeseen staff shortages.
2. Assist with emergency services.

REQUIREMENTS

DESIRED MINIMUM QUALIFICATIONS:

1. Education and Work Experience:

- Education and/or experience in Civil Engineering, Environmental Engineering, Construction Management, Construction Supervision, or 5+years working experience in the field of solid waste.
- Minimum of 5 years supervision experience (preferred).
- Experience in construction and heavy equipment operations or operational oversight (preferred).

2. Knowledge, skills, and abilities:

- Knowledge of heavy equipment operation and maintenance.
- Ability to supervise employees and manage daily operational plans.
- Ability to establish effective working relationships.
- Effectively present information and respond to questions from the Board of Directors, County Commissioners, and town officials in written and verbal communications, including public presentations.

MANDATORY QUALIFICATIONS:

1. Possession of, or ability to obtain within 2-months, a valid Wyoming driver's license.
2. Possession of, or ability obtain within 6-months, the Wyoming Department of Environmental Solid Waste Operator, Solid Waste Manager and Solid Waste Transfer Station certifications.
3. Ability to be insured by the District's insurance providers.

PRE-EMPLOYMENT SCREENINGS:

1. Pre-employment screenings may include, but are not limited to, the following: drug screen, references, and criminal background.

WORK ENVIRONMENT:

1. The District facility work environments involve exposure to hazards or physical risks.
2. The work environment involves moderate exposure to unusual elements, such as extreme temperatures, dirt, dust, fumes, smoke, unpleasant odors, and loud noises.
3. The work will involve working with others, around others, and has contact with the public.
4. Safe operations are required. Appropriate personal protective equipment will be required.

PHYSICAL DEMANDS:

1. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
2. While performing the duties of this job, the employee is required to hear, read, use hands to finger, handle or feel objects, reach with hands and arms, taste or smell, and drive a vehicle. Frequently required to sit, talk, climb, or balance, stand, walk, stoop, kneel, crouch, or crawl, write, and use a keyboard.
3. Must have the ability to lift 70 pounds in multiple repetitions.

4. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

MENTAL/MOTOR DEMANDS:

1. While performing the duties of this job, the employee shall be:
 - Responsive to deadlines
 - Attentive to the multiple job duties
 - Supportive of subordinates, co-workers, and other staff
 - Effective in verbal and written communications
 - Able to manage multiple tasks throughout a given workday and prioritize completion of these tasks in order of importance
 - Able to use good judgment
 - Respectful to others
 - Able to avoid the use of profanity

AGREEMENT:

I certify that I have read and understand all the above listed information and requirement associated with the Operations Manager position at the Fremont County Solid Waste Disposal District.

APPLICANT'S PRINTED NAME

APPLICANT'S SIGNATURE

DATE