

June 5, 1979

COMMISSIONER'S PROCEEDINGS  
REGULAR MEETING

The Board met at 10:00 A.M., Commissioners Robert Grieve, Emil Lemich and Martin McMahon present; Grieve, Chairman.

MINUTES of the regular meeting of May 1, May 2, were read and approved. MINUTES of the special meetings held May 15th and May 29th were also read and approved.

MONTHLY REPORTS of the County officers were audited and placed on file.

The following bills were approved for payment:

Emil Lemich	Salary - Commissioners	345.48
Martin McMahon	Salary - Commissioners	563.22
Robert Grieve	Salary - Commissioners	496.22
County Clerk	Salaries	9,666.94
County Treasurer	Salaries	6,468.61
County Assessor	Salaries	6,978.23
County Sheriff	Salaries	26,501.26
County Attorney	Salaries	4,4804.92
County Agent	Salaries	1,625.16
Clerk of Court	Salaries	3,615.27
Agnes Stocks	Salary	378.23
Steve D. Noecker	Salary	659.02
Billie McCoul	Salary	86.35
Justice Court	Salary	657.44
Edna Jackson	Salary	553.09
Gilbert & Marian Blumenthal	J.P. - Salaries	530.13
Courthouse Custodians	Salaries	3,023.01
Herbert L. Matson	Salary	677.34
County Road & Bridge	Salaries	17,745.78
County Water Commissioners	Salaries	1,524.49
Public Health Nursing Service	Salaries	770.56
Daniel S. Klein, M.D.	Health Officer - Salary	281.61
Charles Bergstrand	Civil Defense - Salary	279.11
Daniel Schinkel	Fire Protection - Salary	253.61
County Planning & Zoning	Salaries	3,527.39
Wyoming Retirement System & Div.	Various - Retirement	6,312.21
Postmaster	Various - Postage	3,000.00
County of Moffat	Baggs Medical Clinic - Building	14,600.00
Casper Community College	J. P. - Expenses	40.50
Rawlins National Bank	Various - Withholding Tax	18,293.34
Wyoming Retirement System	Various - Social Security	7,757.26
Walter T. Greenwood	Clerk of Court - Witness	108.30
Tom Cisneros	Courthouse & Jail - Carpet	315.89
Robert Grieve	Commissioner - Expenses	52.20
Martin McMahon	Commissioner - Expenses	36.71
Business & Institutional Equip.	Commissioners - Equipment	422.94
National Notary Association	County Clerk - Supplies	11.95
Robert Jack Smith & Assoc.	County Clerk - Prints	37.70
George R. Aydelott	Sheriff - Mileage & Expense	39.67
Carol J. Braig	Sheriff - Expenses	64.53
Chevron U.S.A., Inc.	Sheriff - Fuel	106.34
Raymond T. Crouch	Sheriff - Expenses	31.86
Entenmann-Rovin Co.	Sheriff - Supplies	112.68
Joe W. Evans	Sheriff - Mileage	40.80
D. J. Taxaco	Sheriff - Repairs	92.25
McGee-Murphy, Inc.	Sheriff - Repairs	787.69
Rod Johnson	Sheriff - Mileage	64.95
Wilbur Burgess	Sheriff - Mileage & Expenses	604.66
Paul R. Fultz	Sheriff - Expenses	35.35
France Flying Service	Sheriff - Transport Prisoner	420.00
Wyoming State Highway Dep't.	Sheriff - State Radio	1,170.00
Huey P. Whitman	Sheriff - Mileage	4.50
Continental Oil Co.	Sheriff - Fuel	455.87
Michael A. Padilla	Sheriff - Mileage	20.40
Phillips Petroleum Co.	Sheriff - Fuel	174.84
Roy P. Ogden	Sheriff - Expenses	50.22
Robo Wash	Sheriff - Auto Care	20.00
Superior Tire Service	Sheriff - Repairs	20.00
Sinclair Marketing, Inc.	Sheriff - Fuel	56.72
Chester G. Carson	County Attorney - Court Reporting	28.00
Michael J. Johnson	County Attorney - Investigation	20.00
Commercial Security Bank	County Attorney - Equipment	153.03
K. Craig Williams	County Attorney - Mileage & Expense	288.31
Larry L. Shriner	Coronor - Investigation	44.50
Agriculture Extension Service	County Agent - Supplies	75.73
Randy L. Anderson	County Agent - Mileage & Expense	187.59
City Market, Inc.	Extension Office - Supplies	12.87
Vickie Genoff	Extension Agent - Mileage & Expense	134.85
Graphic Arts Service	Extension Agent - Supplies	45.80
National S-H Supply Service	County Agent - Supplies	20.21
Univ. of Wyo. Duplicating Service	County Agent - Supplies	388.00
Rebecca Von Forell	Extension Agent - Mileage & Expense	167.75
American Data Products	District Court - Supplies	208.52
Arrow Construction	District Court - Remodeling	1,250.00
IBM Corporation	Various - Copier & Supplies	1,342.55
Colonial Life Insurance	Various - Premiums	152.80
Wyoming Retirement System	Various - Retirement	13,278.58
Equitable Life Assurance	Various	3,437.76
Workmen's Compensation Dep't.	Workmen's Compensation	498.58
NCR Corporation	Computer - Supplies	561.45

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Jake Cruz	Clerk of Court - Interpreter	25.00
Golden Spike	District Court - Expenses	97.15
Johnson & Noecker	District Court - Court Appointed Attorneys	720.70
MacPherson, Golden & Brown	District Court - Court Appointed Attorneys	92.50
Rawlins National Bank	Clerk of Court - Supplies	13.35
Gilbert Blumenthal	J. P. - Rent	75.00
Carbon County T.V. & pplicnaces	Justice Court - Supplies	24.95
The Drawing Board	Justice Court - Supplies	39.19
Jean Ann Fleenor	District Court - Court Reporting	10.00
Edna Jackson	J. P. - Rent & Expenses	85.79
Margie M. Meacham	Justice Court - Expenses	38.58
Agnes Stocks	J. P. - Rent	75.00
Acme Sanitary Supply Co.	Courthouse & Jail - Supplies	232.05
Art's Plumbing & Heating	Courthouse & Jail - Repairs	30.00
R. J. Bates	Road & Bridge - Expenses	90.00
Beaver Valley, Inc.	Road & Bridge - Supplies	33.78
Carbon County Clinic	Courthouse & Jail - Prisoner Care	49.00
County Memorial Hospital	Courthouse & Jail - Prisoner Care	67.50
D & K Sanitation	Courthouse & Jail - Trash Hauling	25.00
Montgomery Elevator Co.	Courthouse & Jail - Maintenance	60.90
C. W. Ogburn	Sheriff - Board of Prisoners	3,405.00
Olson Enterprises, Inc.	Welfare Building - Rent	350.00
Rawlins Linen Supply	Courthouse & Jail - Laundry	56.09
William E. Scoggin, D.D.S.	Courthouse & Jail - Care of Prisoner	15.00
Wyoming Wholesale	Courthouse & Jail - Supplies	238.15
Carbon Engineering & Service Co.	Road & Bridge - Supplies	30.78
Carbon Power & Light, Inc.	Road & Bridge - Electric Service	24.11
Cooper Chevrolet Co.	Road & Bridge - Fuel	603.54
Culverts & Industrial Supply Co.	Road & Bridge - Supplies	2,795.11
Dixon Garage	Road & Bridge - Fuel	785.31
Anderson's Sinclair Service	Road & Bridge - Fuel	65.13
Fleming Implement Co.	Road & Bridge - Repairs & Parts	326.25
Hanna Automotive	Road & Bridge - Supplies	262.62
Rod Johnson	Road & Bridge - Contract Labor	150.00
J. H. Kaspar Oil Co.	Road & Bridge - Fuel	48.40
Kilburn Tire Co.	Road & Bridge - Tire Repairs	28.07
Moss Equipment & Supply	Road & Bridge - Supplies	996.24
Kenneth E. Long	Road & Bridge - Repairs	30.00
Bat Mussatti	Road & Bridge - Supplies	152.55
L. M. Olson, Inc	Road & Bridge - Rental	28.00
Rawlins National Bank	Road & Bridge - Equipment	330.00
River Implement	Road & Bridge - Repairs	26.14
Saratoga Auto Parts	Road & Bridge - Supplies	21.28
Savery Store	Road & Bridge - Supplies	14.14
Shepard's	Road & Bridge - Fuel	327.48
Shively Hardware	Road & Bridge - Supplies	303.81
Snyder Communications	Road & Bridge - Repairs	1,400.15
Earl J. Steele	Road & Bridge - Expenses	70.00
U. S. Welding Supply	Road & Bridge - Supplies	374.10
Wyoming Machinery Company	Road & Bridge - Parts & Accessories	2,440.23
Yates Hardware	Road & Bridge - Supplies	36.22
Vincent E. Crow	County Water Commissioner - Mileage	6.75
Donald L. Parry	County Water Commissioner - Mileage	87.84
Carl L. Vyvey	County Water Commissioner - Mileage	9.00
L. C. Waldron	County Water Commissioner - Expense	46.12
Juan P. Esteve	Election - Supplies	190.56
State of Wyoming	Elections - Data Services	12.58
Dodie S. Delaney, R.N.	Public Health Nurse - Mileage & Expense	111.42
Bridget M. Hettgar, R.N.	Public Health Nurse - Mileage & Expense	75.35
Golden Business Machine	Public Health Nurse - Repairs	24.50
Sherrie Patch, R.N.	Public Health Nurse - Mileage & Expense	58.64
V. Raja Chandra, M.D.	Dr. Recruiting - Mileage	245.00
Oscar A. Hall & John L. Hoke	Public Defenders - Rent	450.00
Fire Equipment Mechanic	Fire Protection - Supplies	123.40
A. P. Kirsch, M.D.	Dr. Recruiting - Rent	1,235.00
National Assn. of Counties	Association Dues	200.00
Petersen's Service Yard	Fire Department - Parts	54.80
Daniel L. Schinkel	Fire Department - Expenses	141.02
Shurtz Arctic Cat	Fire Department - Supplies	10.00
Sundberg Drafting	I.L.T. - Jr. High Building	416.00
David Van Bockel, M.D.	Dr. Recruiting	217.05
State of Wyo. - DAFC Division	Public Defender - Service	5,141.00
Trivest Enterprises, Inc.	Dr. Recruiting - Rent	171.50
Matt Baclawski	Planning & Zoning - Mileage & Expense	100.53
John L. Hoke	Planning & Zoning - Attorney	2,500.00
Robert F. Konrath	Planning & Zoning - Mileage	6.30
Norman Palm	Planning & Zoning - Mileage	13.80
P. S. Weber	Planning & Zoning - Mileage	22.80
Charles Groathouse	Sr. Citizens Center	67,615.51
County Predatory Animal Board	Predatory Animal Control	5,000.00
County Sr. Services, Inc. Title III	Sr. Services - $\frac{1}{2}$ Match	2,289.33
Dolence & Frullo, Architects	Senior Citizens Center	21,443.10
Fire Fighters Equipment Co., Inc.	Fire Protection - Equipment	2,829.16
Gillilan Insurance Agency	Premium on Bond	5.00
Johnson Publishing Co.	Printing & Publishing	491.95
Wyoming State Treasurer	Wyo. Industrial Institute - Boys Care	30.00
Wyoming State Treasurer	Wyo. Girl's School	20.00
Zeiger Enterprises	Sr. Services - Repairs	118.38
Xerox Corporation	Xerox - Rental & Supplies	705.96

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Glenn Ashmore, Cad., Chev.	Various - Repairs	109.92
Bel Air Inn	Various - Meeting Expense	48.77
Bi-Rite Drug	Various - Supplies	233.09
Build-Rite Lumber Supply	Various - Supplies	33.35
Burgess Brothers	Various - Fuel	200.80
County Treasurer	Various - Cash Items	453.11
County Treasurer	Various - Cash Items	83.54
County Sr. Services, Title III	Sr. Services - 1/4 Match	9,115.20
C & N Office Machines	Various - Repairs	107.25
Chevron, U.S.A., Inc.	Various - Fuel	3,176.63
Childress Electric	Various - Repairs	536.33
City of Rawlins, Water Dep't.	Various - Water Service	63.70
Gambles	Various - Supplies	48.18
Horizon Printing & Stationery	Various -	2,576.43
Kinnaman Supply Company	Various	1,601.31
Daniel S. Klein, M.D.	Various	481.00
H. Larsen, Inc.	Various - Supplies	241.42
Maberry's Glass Shop	Various - Supplies & Repairs	366.16
The Mills Company	Various - Supplies	2,918.77
Mountain Bell	Various - Telephone	2,321.43
Northern Gas Division	Various - Gas Service	2,047.46
Osborne Realty Co.	Various - Rent	475.00
Pacific Power & Light Co.	Various - Electric Service	711.36
Pioneer Printing	Various - Supplies	137.63
Pitney Bowes	Various - Postage Meters	138.00
Rawlins Newspapers, Inc.	Various - Publishing & Supplies	1,119.22
Rawlins Automotive	Various - Supplies	327.20
Skyline Motors	Various - Repairs	23.50
Sun Publishing Co.	Various - Supplies	131.55
3M B.P.S.I.	Various - Maintenance & Supplies	3,166.21
Texaco, Inc.	Various - Fuel	104.63
Valley Oil Co.	Various - Fuel	1,658.88
Yampa Valley Electric Assn.	Various - Electric Service	70.87

RETAIL MALT BEVERAGE PERMIT

There being no protest, the Commissioners approved the renewal of a Retail Malt Beverage Permit to Richard Schanck, dba Dick's Standard Station, an 18' x 20' frame building located SE1/4 SW1/4 of Sec. 16, T26N, R89W of the 6th P.M. A Retail Malt Beverage Permit was also approved for renewal for Leslie D. & Vicky L. Konrath, dba Walcott Service, a frame & stucco building known as Walcott Service, Walcott, Wy, located in Sec. 35, Township 21 North, Range 84 West of the 6th P.M.

LIMITED RETAIL LIQUOR PERMIT

There being no protest, the Commissioners approved the renewal of a Limited Retail Liquor Permit to Sinclair Golf Club, located in a portion of SE1/4, Sec. 5, T21N, R85W of the 6th P.M. A permit was also approved for renewal for Frank Horvath, dba Sierra Madre Muzzle Loading Rifle Club, a building 24' x 40' situated in the SW1/4 SW1/4 Sec. 1, T17N, R84W of the 6th P.M.

RETAIL MALT BEVERAGE PERMIT - TRANSFER

There being no protest, the Commissioners approved the transfer of a Retail Malt Beverage Permit to L. V. Stafford, dba Ft. Steele Campark, a concrete building on a portion of Sec. 35, T21N, R85W of the 6th P.M.

BONDS APPROVED

Rose Marie Gothard	Administrative Clerk - Planning & Zoning Dep't. 5-17-79 to 5-17-80	1,000.00
Evelyn Hansen	Treasurer - Town of Elk Mountain 8-1-79 to 8-1-80	6,000.00
Kay Lynne Embree	Treasurer - Town of Medicine Bow 5-8-79 to 2-7-80	20,000.00
Andrew T. Morehead	Treas. - Reader Cemetery Special Distr. 5-19-79 tp 5-19-80	3,000.00
Joyce H. Neuman	Treasurer - Jeffrey Memorial Center 5-1-79 to 5-1-80	5,000.00

CARBON COUNTY, CITY OF RAWLINS SENIOR CITIZENS CENTER - JOINT POWERS

A motion was made by McMahon to approve the County of Carbon, Wyoming, City of Rawlins, Wyoming Joint Powers Agreement. The motion was seconded by Lemich. Roll was called with the following results: Grieve, aye; Lemich, aye and McMahon aye. The motion was unanimously carried.

JOINT POWERS AGGREEMENT

THIS AGREEMENT is made and entered into on the 5th day of June, 1979, by and between the County of Carbon, Wyoming, hereinafter referred to as "County", and the City of Rawlins, Wyoming, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, the parties hereto are "agencies" as defined in the Wyoming Joint Powers Act, Section 9-1-129 to 9-1-136, Wyoming Statutes 1977; and

WHEREAS, said Act authorizes the agencies named herein to enter into an agreement to jointly plan, create, expand and operate recreational, public health and related facilities (herein the "Project"); and

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WHEREAS, THE parties hereto are "agencies" as defined in the Wyoming Joint Powers Act, Sections 9-1-129 to 9-1-136, Wyoming Statutes 1977; and

WHEREAS, said Act authorizes the agencies named herein to enter into an agreement to jointly plan, create, expand and operate recreational, public health and related facilities (herein the "Project"); and

WHEREAS, Section 18-2-105, Wyoming Statutes 1977, authorizes counties or cities to establish and maintain senior citizen centers to provide information, transportation, recreational facilities and other services which will enable senior citizens to maintain their independence and to avoid institutionalization as long as possible; and

WHEREAS, each of the agencies desires to furnish its citizens with a facility adequate to meet the needs of the community relative to recreational and public health and related facilities for its senior citizens; and

WHEREAS, each of the agencies realizes that a joint and cooperative effort in the financing of such a facility will result in substantial economic savings to the County and the City, will provide feasible methods of financing unavailable to either party operating independently, and will provide senior citizens within the County and City with needed facilities; and

WHEREAS, each party, in order to facilitate construction and operation of such a facility, desires to create and organize a Joint Power Board under said Act;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, it is understood and agreed by and between the parties as follows:

#### SECTION ONE

##### PURPOSE

The purpose of this Agreement is to provide an orderly, economical and feasible method of joint financing, construction, and operation of the proposed Carbon County Senoir Citizens Center; to provide a means to secure and repay revenue bonds to be issued to finance the construction and acquisition of the Project; to provide a cultural, recreational and public health facility and center for senior citizens within the City and County; and to provide a facility which will perpetuate the health, safety and welfare of the senior citizens within the City and County.

#### SECTION TWO

##### DURATION OF THE AGREEMENT

This Agreement and the Joint Powers Board shall be of perpetual duration; however, this Agreement and the Joint Powers Board may be dissolved and terminated by joint action of the County Commissioners of the County and the City Council of the City; provided, that this Agreement and Joint Powers Board shall not be dissolved or terminated so long as any outstanding financial obligations of the Joint Powers Board exist.

#### SECTION THREE

##### CREATION, ORGANIZATION AND COMPOSITION OF JOINT POWERS BOARD

There is hereby created, pursuant to Section 9-1-133, Wyoming Statutes 1977, the Carbon County Senior Citizens Joint Powers Board, hereinafter referred to as the "Joint Powers Board."

1. The Joint Powers Board shall consist of five members, all of whom shall be duly qualified electors of Carbon County, Wyoming, and at least three of whom shall be residents of the City.

2. Three of said members shall be appointed by the governing body of the County and two shall be appointed by the governing body of the City. None of the members shall be elected members of either governing body.

3. The said members shall be appointed within thirty (30) days of approval of this Agreement by the State Attorney General, and within fifteen (15) days after their appointment, the members of the Joint Powers Board shall hold an organizational meeting and shall determine by mutual agreement the terms of the members. Said appointments shall follow the following formula:

The initial appointments shall be by mutual agreement with staggered terms of one (1), two (2) and three (3) years with right of reappointment. Thereafter, appointments for a full term shall be for three (3) years staggered terms. Vacancies for unexpired terms shall be filled by appointment by the governing bodies of the participating agencies. Members of the board may be removed for cause by the governing bodies of the participating agencies.

All appointments shall be made by the governing body which made the appointment of the retiring member. In the event a vacancy should occur prior to the expiration of the retiring member's term, the successor shall be appointed for the unexpired portion of the retiring member's term and shall be made by the governing body which made the appointment of the retiring member.

4. Promptly following the appointment of its members, the Joint Powers Board shall meet, organize and elect from its membership a chairman, vice-chairman, secretary, and treasurer. The secretary of the Joint Powers Board shall notify the participating agencies of the Joint Powers Board's organization and shall file a certificate showing its organization with the County Clerk of Carbon County and the Secretary of State of Wyoming.

5. The Joint Powers Board shall meet at the call of the Chairman, upon oral or written request of a majority of the Joint Powers Board members, within five (5) days after the request is given by any participating agency, or in any event not less than once each three (3) months.

#### SECTION FOUR

##### POWERS AND DUTIES OF THE JOINT POWERS BOARD

1. The Joint Powers Board may employ administrative and such other technical, legal,

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and clerical assistants as necessary, and engage the services of research and consulting agencies within the limits of its authorized and available funds, as may be agreed upon from time to time.

2. The Joint Powers Board shall adopt such policies, by-laws, and regulations, not inconsistent with this agreement or the Wyoming Joint Powers Act, as it deems necessary to carry out the business of the Joint Powers Board.

3. The Joint Powers Board shall:

a. Keep minutes of all meetings that official action is taken as well as financial records. Such minutes and records shall be public records.

b. Fix the time and place of regular meetings; provided, that a regular meeting shall be held at least once each three (3) months.

c. Cooperate with and solicit the advice, counsel, and recommendations of the governing body of the City of Rawlins and the County Commissioners of the County of Carbon.

d. Keep the governing bodies of the participating agencies advised as to its progress and make such written or formal reports concerning its activities and finances as may be required by said parties.

5. The Joint Powers Board may:

a. Sue and be sued in the name in which the Joint Powers Board is designated.

b. Acquire, hold, convey, lease, rent, and manage property, real and personal, for the benefit of the participating agencies, either alone or jointly with public or private agencies, institutions, person, or corporation.

c. Enter into agreements with any public or private agency, institution, person, or corporation for the performance of acts or furnishing of services or facilities by or for the Joint Powers Board or participating agencies.

d. Employ legal counsel and bear the cost of litigation.

e. Accept or reject, any federal, state, or private gift, grant, bequest or divide money, property or services.

f. Utilize the services of any officer or employee of the participating parties, with the approval of the governing bodies of the said agencies.

g. Insure against loss of property.

h. Subject to the approval of the participating parties, employ such other persons as may be necessary to carry out the purposes of this Agreement.

i. Additionally, the Joint Powers Board shall have all other powers and duties enumerated in or reasonably implied from the Wyoming Joint Powers Act and the Statutes of the State of Wyoming.

## SECTION FIVE

### PROJECT FINANCING AND BUDGETING

Financing for the capital costs of the project under this Agreement shall be by the following means:

1. Gifts, grants or donations.

2. Private gifts and donations.

3. By contributions of funds from the city, the county, or both, which would be available to each agency if proceeding individually.

4. Joint Powers revenue bonds, as authorized to be issued by Section 9-1-134 (a) (iii), Wyoming Statutes 1977, said bonds to be repaid from revenues generated by the Project or any revenue received by the Joint Powers Board from the ownership and leasing of the Project. The Joint Powers Board is authorized and empowered to take all necessary action to arrange for the issuance and security for its revenue bonds, upon majority approval of the members of the Joint Powers Board and said revenue bonds may be executed and delivered at any time, in the form, denominations and amounts and may be redeemed or repurchased prior to maturity with or without premium and may bear such interest as provided by and pursuant to Section 9-1-134, Wyoming Statutes 1977, revenue securities issued by the Joint Powers Board shall be issued under the provisions of Section 35-2-425 through 35-2-428, Wyoming Statutes 1977. The resolution authorizing the issuance of said revenue bonds and each revenue bond issued thereunder shall contain a recital that the bonds do not constitute a general obligation of the Joint Powers Board or any of the participating agencies, but shall be payable solely from a special fund to contain the net revenues to be derived from the operation and leasing of the Project, and, further, that the lien of the pledge of the net revenues constitutes a first lien on said net revenues. The Joint Powers Board shall have the right to issue additional bonds also having a first lien on the net revenues designated in this section. The revenues derived from the operation and leasing of the facility shall be payable solely from sources other than general (ad valorem) taxes. The Joint Powers Board shall enter into a year to year, bona fide lease of the Project to and with the County, with the County being given a bona fide option to terminate the lease of the Project, upon thirty (30) days' written notice at the expiration of the initial term of the lease, or any renewal or extended term thereof. The City shall be provided with an option to lease the Project under the terms of the year to year lease agreement with the County upon being provided with notice that the County has given written notice that it is exercising its option to terminate its lease of the Project. All lease payments made by the Lessee under the terms of the lease agreement shall be timely made so as to permit the prompt payment of the principal of and interest on, and any prior redemption or other payment requirements due in connection with, the revenue bonds or other obligations of the Joint Powers Board.

## SECTION SIX

### OWNERSHIP OF THE FACILITY

Title to the project, and any improvements to be made thereto will remain with the Joint Powers Board and will not be set over or alienated in any manner while the bonds or any other obligations of the Board are outstanding.

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The County pledges that, as soon as the revenue bonds of the Joint Powers Board are issued and delivered, it will enter into a lease of the Project under a year to year lease and further, that it will, during the initial term of the Lease or any extended term, furnish all necessary administrative, supervision, operational, accounting, legal or other services to complete the construction of said improvement; receive, verify and audit all claim vouchers for the expense incurred under the construction and engineering contract or contracts, and present such approved vouchers to the Joint Powers Board for its approval and payment.

SECTION SEVEN  
OPERATION AND MAINTENANCE

Under its lease of the Project from the Joint Powers Board, the County shall be designated by the Joint Powers Board to be solely responsible for the complete and full operation and maintenance of the Project during the initial lease term or any extensions or renewals thereof. The County shall fund all operating expenses unless the City exercises its option to lease the Project upon termination or non-renewal of the lease to the County, in which event the City shall fund all operating expenses.

SECTION EIGHT  
TERMINATION, DISSOLUTION AND DISTRIBUTION

The Board shall continue in existence until terminated by mutual agreement, as provided, above; provided, however, that the Joint Powers Board and this Agreement shall not be terminated, and shall continue in existence until all outstanding obligations of the Joint Powers Board, including all bond requirements of its revenue bonds shall have been fully paid and satisfied.

Further, upon termination and dissolution, and after satisfaction of all debts and obligations, the County and the City shall proportionately share by way of interest in the facilities, improvements or other property, in the ratio to which each party may have participated in the actual, total cost of the same. The parties may mutually agree at the time as to method of compensation or resolution between themselves.

SECTION NINE  
RESTRICTIONS

It is clearly understood that this Agreement expressly limits the Carbon County, Wyoming - City of Rawlins, Wyoming Joint Powers Board only to construct, operate and maintain the Carbon County Senior Citizens and provide Services relative to construction, operation and maintenance of the Project.

The terms, provisions and conditions of this Agreement are severable. If any term or provision of this Agreement or its application to any person or circumstance is determined by a court or proper jurisdiction to be invalid, such invalidity shall be limited to such person, circumstance, term or provision and shall not affect other persons, circumstances, terms or provisions which can be given effect without the invalid provision or application.

THIS AGREEMENT is made and duly executed this 5th day of June, 1979, in accord with the authorization for its execution by the Board of County Commissioners of Carbon County, Wyoming and the City Council of the City of Rawlins, yoming, which authorizing resolutions are duly attached and incorporated by this reference.

(SEAL)  
ATTEST:

CARBON COUNTY , WYOMING

/s/ Mary G. Bradford  
County Clerk

By /s/ Robert Grieve  
Chairman, Board of County Commissioners

(SEAL)  
ATTEST:

/s/ Edna M. Francis  
City Clerk

By /s/ Everett E. Mann  
Mayor

APPROVED THIS 17 day of June, 1979.  
STATE OF WYOMING

/s/ John D. Troughton  
John D. Troughton  
Attorney General

A motion was made by Lemich and seconded by McMahon to appoint Darrell L. Stubbs, C. R. "Dick" Engstrom and Blanche McNamara to the Carbon County, City of Rawlins Senior Citizens Center Joint Powers Board. Roll was called with the following reuslts: Grieve, aye; Lemich, aye and McMahon, aye.

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## COUNTY ROAD 385

A motion was made by Lemich that the County approve the vacation of the road and the right-of-way for that portion of County Road 385 within the city limits of the town of Saratoga upon the proof by the Swanson Brothers of access to the remaining County Road 385. The motion was seconded by McMahon. Roll was called with the following results: Grieve, aye; Lemich, aye and McMahon, aye.

## CARBON COUNTY FIRE DEPARTMENT

A motion was made by McMahon and seconded by Lemich and unanimously carried to purchase a used fire truck from the city of Lander for \$9,000.00.

## CARBON COUNTY PLANNING &amp; ZONING

CASE FILE NO. 79-05: A motion was made by Lemich and seconded by McMahon and unanimously carried to allow the petition of Kelly Oil Company, represented by Sam Kelly, Jr., President, Box 1016, Rawlins, Wyoming, for a zone change from RAM (Ranching, Agriculture & Mining) to HB (Highway Business) as per Section 570, Carbon County Zoning Resolution, to allow development of highway oriented business. Site consisting of ten(10) acres (m-1), is located at Walcott Jct. I-80 Interchange and legally described as a portion of SE $\frac{1}{4}$  Section 35, Township 21N, Range 84W, Carbon County, Wyoming.

CASE FILE NO. 79-07: A motion was made by Lemich and seconded by McMahon and unanimously carried to allow the petition of Gay Johnson's inc., represented by Bert Johnson, 410 North Ave., Grand Junction, Colorado, for a zone change from RAM (Ranching, Agriculture & Mining) to HB (Highway Business) as per Section 570, Carbon County Zoning Resolution, to allow highway oriented business development. The site is located at the I-80 Johnson Interchange approximately 3 miles west of Rawlins, Wyoming, and contains a total of 30.03 acres (m-1) legally described as a portion of Section 23, Township 21N, Range 88W, Carbon County, Wyoming.

CASE FILE NO. 79-08: A motion was made by Lemich and seconded by McMahon and unanimously carried to allow the petition of Manuel Gonzales, Box 65, Wamsutter, Wyoming for a zone change from RAM (Ranching, Agriculture & Mining) to RD (Residential Development) as per Section 570, Carbon County Zoning Resolution, for residential purposes. Site consists of 1.250 acres (m-1) located approximately 1 mile west of Rawlins, Wyoming, along Wagon Circle Road, and legally described as Lot 11, Parcel No. 2, Section 24, Township 21N, Range 88W, Carbon County, Wyoming.

## DOCTOR RECRUITING

An agreement between the hospital and Palur V. Sridharan M. D. was reviewed and approved by the Commissioners.

## CARBON COUNTY SHERIFF DEPARTMENT - U. S. FOREST SERVICE

The Co-op Law Enforcement Plan for 1979 between the County Sheriff's Department and the U.S. Forest Service was approved. The Plan is on file in the office of the County Clerk.

There being no further business, the meeting was adjourned until the following day.

June 6, 1979

The Board resumed its session at 10:00 A.M. Grieve, Lemich and McMahon present. Grieve, Chairman.

## ROAD &amp; BRIDGE - ELK MOUNTAIN SHOP

A motion was made by Lemich to purchase from Paul Seiersen, 2.506 acres of land near Elk Mountain for \$5,012.00, the price of the land being contingent on completion of the survey, title insurance and the review by the County Attorney. The motion was seconded by McMahon. Roll was called with the following results: Grieve, aye; Lemich, aye and McMahon, aye. The vote was unanimous.

## CARBON POWER &amp; LIGHT, INC.

## PROCLAMATION

WHEREAS only through the cooperative efforts of many rural americans can rural America have good and dependable electrical service, and

WHEREAS Carbon Power & Light, Inc., will hold its 38th Annual Meeting on June 25, 1979, and

WHEREAS Carbon County and many of those who live therein, are members of the Rural Electric Cooperative, and

WHEREAS, Carbon County wishes to help Carbon Power & Light, Inc., celebrate its 38th year of service,

THEREFORE BE IT RESOLVED that the Carbon County Commissioners do hereby declare June 25, 1979, Rural Electric Cooperative Day in Carbon County, Wyoming.

June 6, 1979

(PROCLAMATION - cont'd.)

BOARD OF COUNTY COMMISSIONERS

ATTEST:

/s/ Robert Grieve  
Chairman

/s/ Emil T. Lemich  
Member

s/s Mary G. Bradford  
County Clerk

/s/ Martin McMahon  
Member

SNOWY RANGE COMMUNITY ACTION AGENCY

An executive session was called by the Commissioners at the request of members of the Snowy Range Community Action Agency.

MOUNTAIN BELL

The Board approved the placing of a telephone plant on Carbon County Right-of way. Right-of-way No. 21449; Job No. W-9-R533; Line No. LC 20011; Buried; Section 10; Township 17N; Range 84W; Location, Saratoga, Wyoming.

COUNTY ROAD #291

Alex L Sanders and Edward Hurshberg from Carbon County Coal Company met with the Commissioners to discuss upgrading County Road No. 291, 4 miles northwest of Hanna.

CARBON COUNTY WATER COMMISSIONER

Donald Englert was appointed to replace Jerry Welch as Hydrographer-Commissioner in Carbon County. The Commissioners also endorsed the appointment of Lewis Waldron as Water Commissioner of District No. 8.

PUBLIC HEALTH NURSE

Sherrie Patch, Public Health Nurse, presented the proposed Public Health budget for the 1979-1980 fiscal year. She also deposited with the County Treasurer, \$9,460.00 which was reimbursed to her department from Medicare.

CARBON COUNTY ROAD & BRIDGE

The following applications were approved:

COUNTY ROAD NO. 508: APPLICATION FOR PERMIT to CONSTRUCT PIPELINE CROSSING, made by Northern Gas Co. Location, Road No. 508, County, Carbon, approximately 14 miles South from Walcott Junction, Township 18N, Range 84W. ( On file in office of County Clerk)

COUNTY ROAD NO. CR 291: APPLICATION for PERMIT to CONSTRUCT ACCESS DRIVEWAY, made by Carbon County Coal Co. Location, Road No. CR 291, County, Carbon, approximately 4 miles N from Hanna, for ingress or egress to a Business-Carbon County Coal Co., T23N, R81W, 3 accesses to property approximately 3.95, 4.05 & 4.45 miles North on CR 291 from the Junction of Wyoming 72. Access Drive width 30 feet, on E of highway, in a rural area. Proposed driveway surface Asphalt 3" (2 only), drainage structure 15 CMP (1 only) and/or valley gutter to be located 50 ft. from the shoulder line. (On file in office of County Clerk)

There being no further business the meeting was adjourned.

BOARD OF COUNTY COMMISSIONERS

Robert J. Grieve  
Chairman

ATTEST:

Mary G. Bradford  
Mary G. Bradford, County Clerk