

June 21, 1983

COMMISSIONER'S PROCEEDINGS

REGULAR MEETING

JUNE 21, 1983

The Board met at 2:00 P.M. Commissioners Robert Grieve, Emil Lemich, and James York were present. Robert Grieve, Chairman.

MINUTES of the meeting of June 7 and 8, 1983, were read and approved.

REPORTS of County Officers were audited and placed on file.

The following bills were approved for payment:

Frank Alguire	Planning & Development	\$ 1,372.91
American Int'l Division of IBM	Sheriff	438.00
American Transportation Company	Road & Bridge	1,000.00
Ansley	Planning & Development	473.30
Arts Plumbing & Heating	Road & Bridge	170.01
Arts Plumbing & Heating	Courthouse	268.40
Arts Plumbing & Heating	Courthouse	1.80
Assoc. Equip. Distributors	Road & Bridge	23.75
B & J Electric	Road & Bridge	407.08
Bailey School	Extension	140.96
Bel Air Inn	Attorney	17.25
Jim Berger	Planning & Development	20.70
Bi-Rite Drug	Extension	18.01
Bi-Rite Drug	PHN	62.01
Bi-Rite Drug	PHN	20.26
Bi-Rite Drug	Clerk	51.90
Bi-Rite Drug	Assessor	1,000.00
Bi-Rite Drug	Public Health	110.54
Big R Manufacturing	Road & Bridge	2,842.00
Brad Ragan Tire Company	Road & Bridge	443.50
Build Rite Lumber	Jail	9.82
Build Rite Lumber	Road & Bridge	1,002.73
Build Rite Lumber	Road & Bridge	125.43
Burkes Conoco	Extension	197.09
Burkes Conoco	Planning & Development	117.63
Burson-Marsteller	Severance Tax	32.22
C & F Small Engine Repair	Bldgs. & Grds.	256.77
Captured Image	Planning & Development	3.60
Captured Image	Jail	678.88
C. C. Counseling Center	Public Health Nurse	120.00
Carbon Power & Light, Inc.	Road & Bridge	873.26
Carbon Power & Light, Inc.	PHN	83.39
Casper Star Tribune	Assessor	90.00
Childress Electric	Carbon Bldg.	72.22
Consumer Gasoline Co.	Road & Bridge	383.08
Consumer Reports	Extension	14.00
Bill Cooper	Planning & Development	27.60
Custom Upholstery	Misc. General	22.50
D & M Radiator	Road & Bridge	449.25
D & M Radiator	Road & Bridge	26.00
Derrico's	Road & Bridge	151.31
Pat Diehl	Public Health Nurse	43.87
Dixon Garage	Road & Bridge	20.50
Town of Dixon	Road & Bridge	22.00
Don's Body Shop	Road & Bridge	1,257.00
Don's Body Shop	Planning & Development	10.80
Drive Train Industries	Road & Bridge	39.28
Town of Elk Mountain	Road & Bridge	16.60
Fair Publishing House	Extension	341.43
Fowler Hardware	Road & Bridge	123.87
Fowler Hardware	Road & Bridge	151.55
Fowler Hardware	Road & Bridge	74.34
Fowler Hardware	Senior Center/Baggs	68.09
France Flying Service	Attorney	375.00
Gambles	PHN	58.88
Brenda Garcia	Sheriff	25.00
Dixie Garvin	District Court	10.00
Gesco Management	Public Health	1,925.00
Mary Gruenewald	Extension	156.98
H. R. Enterprises	Misc. General	320.00
H. Larsen Hardware	Road & Bridge	24.59
Town of Hanna	Road & Bridge	9.00
Vickie Lea Haynes	Jail	25.00
Horizon Stationery	In Lieu of Taxes	390.08
Horizon Stationery	Clerk/Extension	71.32
Horizon Stationery	Road & Bridge	329.55
Horizon Stationery	Sheriff	153.82
Horizon Stationery	PHN	120.50
Horizon Stationery	Clerk/Attorney	299.57
Horizon Stationery	PHN	53.71
Horizon Stationers	Planning & Development	277.25
Hot Springs Co.	Road & Bridge	33.61
IBM Corp.	Justice Court	74.50

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IBM	Road & Bridge	106.00
IBM	Planning & Development	\$ 176.00
IBM Corp.	Treasurer	1,714.79
IBM	Various	2,603.87
Moore Bearing Company	Road & Bridge	635.34
J.C. Kilburn	Road & Bridge	2,827.59
J.H. Kasper	Road & Bridge	1,354.64
Bonnie Jacobson	Planning & Development	6.00
Bonnie Jacobson	Planning & Development	30.00
Janet Johnson	Public Health/WIC	133.68
Kelly Oil Co.	Various	3,111.00
Kilburn Tire Company	Road & Bridge	144.95
Kinnaman Supply Co.	Sheriff	14.82
Kinnaman Supply Co.	Road & Bridge	323.56
Kinnaman Supply Co.	Road & Bridge	262.73
A.P. Kirsch	Severance Tax	750.00
Knapp Supply & Equip	Senior Center/Rawlins	163.69
Robert Konrath	Planning & Development	9.66
L.N. Curtis & Sons	Fire Dept.	1,204.93
L.N. Curtis & Sons	Fire Dept.	746.23
Landscape Design	Carbon Bldg./Senior Center	562.50
Ann Masson	Clerk of Court	324.50
Memorial Hospital of Carbon County	District Court	724.15
Montezuma County Sheriff's Office	District Court	15.20
Montezuma County Sheriff's Office	District Court	22.50
Mountain Bell	Various	513.28
Nasco West, Inc.	Extension	47.07
Northern Gas Division	Various	5,911.03
Northern Gas Company	Road & Bridge	291.86
Northwest Colo. Visiting Nurses Assoc.	Public Health Nurse	1,179.33
Northwest Colo. Visiting Nurses Assoc.	PHN	1,179.33
Pacific Power & Light Co.	Various	2,832.21
Pacific Power & Light Co.	Road & Bridge	215.18
Michael A. Padilla, Sr.	Sheriff	302.56
Paymaster Corp.	Misc. General	471.50
Perkins Conoco	Sheriff	4.00
Peterson's Service Yard	Road & Bridge	178.30
Peterson's Service Yard	Coroner	124.15
Pioneer Printing	Clerk of Court	3.29
Plateau Supply	Road & Bridge	13.68
Platte Valley Automotive	Road & Bridge	86.93
Rawlins Automotive	Road & Bridge	586.47
City of Rawlins	Various	559.15
Rawlins Glass	Sheriff	190.36
Rawlins Linen	Jail	13.05
Rawlins Newspaper	Planning & Development	102.22
Rawlins Newspaper	Various	1,833.92
Rawlins Sand & Gravel	Road & Bridge	625.50
River Implement	Road & Bridge	30.50
Harry Russell	Planning & Development	40.94
Sargent-Sowell, Inc.	Jail	56.26
Saratoga Auto Parts	Fire Dept.	908.95
Saratoga Inn	Sheriff	63.16
Shively Hardware	Road & Bridge	1,306.34
Larry Shriner	Coroner	40.00
Sinclair Marketing	Road & Bridge	85,600.80
Olin D. Sims	Water Commission	30.38
Small Engine Repair	Road & Bridge	10.60
Eric Smith	Courthouse	2,405.00
State of Wyo. Data Serv.	Elections	8.93
Terry's Towing Service	District Court	1,385.00
Texaco, Inc.	Sheriff	66.57
Thomas Publishing	Road & Bridge	160.00
3 M Company	Various	640.17
U.S. Postmaster	Various	273.00
U.S. Welding	Road & Bridge	271.71
University of Wyoming	Attorney	110.00
Valley Backhoe Service	Road & Bridge	831.00
Valley Fuel	Road & Bridge	1,173.64
Valley Oil Company	Road & Bridge	668.86
Valley Oil Company	Sheriff	499.29
Valley Telephone Company	Road & Bridge	10.25
Vance Bibliographies	Planning & Development	4.00
Sam Verplancke	Road & Bridge	5.90
Wagon Wheel Cafe	Road & Bridge	191.16
Lewis Waldron	Water Commission	54.87
Wall Street Journal	Severance Tax	94.00
Western Fire Equip. Co.	Fire Dept.	1,629.00
Western Office Systems	Public Health Nurse	32.35
Western Oil Reporter	Severance Tax	527.00
What's New in Home Econ.	Extension	29.00
Williams, Kelly & Waldrip	Attorney	69.00
Wilson Equipment & Supply	Road & Bridge	7,500.00
Wise Agency, Inc.	Road & Bridge	162.00
Wise Agency, Inc.	Planning & Development	132.00
Worthams Machinery	Road & Bridge	194.32
Dept. of Administrative & Fiscal Control	Fire Dept.	194.10
Wyoming Machinery Co.	Road & Bridge	1,055.47
Wyoming Reporting Service	Attorney	360.67
Wyo. Senior Citizens	Assessor	4.00

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State of Wyoming	Public Health Nurse	\$ 5,062.00
State of Wyoming	PHN	204.85
Wyoming Wholesale	Various	486.95
Wyopass	Planning & Development	60.00
Wyute Paving Co., Inc.	Road & Bridge	327.60
Yampa Valley Electric	Road & Bridge	53.98
Yampa Valley	Senior Center/Baggs	216.07

BONDS

Leslie J. Roberts	Town of Medicine Bow, Treasurer	
	July 25, 1983 thru July 25, 1984	20,000.00
Bonnie Jacobsen	Secretary in Planning & Development	
CARBON COUNTY COUNSELING CENTER	June 2, 1983 thru January 5, 1987	2,000.00

Members of the Carbon County Counseling Center requested funds from the Community Services Block Grant. The Commissioners will take the request under consideration if the grant becomes available to the county.

CARBON COUNTY E.M.T.'S

The Commissioner's were requested to budget funding for schooling and training for up to 15 E.M.T.'s in each community.

OLD PEN LEASE

The Old Penitentiary Board of the Rawlins Carbon County Joint Powers, presented the Commissioners with a lease from the State of Wyoming for the Old Penitentiary Property.

A motion was made by Lemich, seconded by York to amend Paragraph 5 and to sign the following lease as amended. Roll was called with the following results: Grieve, Aye; Lemich, Aye; and York, Aye.

SPECIAL USE LEASE

OF

WYOMING STATE LANDS

THIS Lease, made and entered into by and between the STATE OF WYOMING, acting by and through the Capitol Building Commission and the Board of Land Commissioners, hereinafter designated as the LESSOR, and the City of Rawlins and the County of Carbon, hereinafter designated as the LESSEE.

RECITALS

1. The Lessee has made application to Board of Land Commissioners and the Capitol Building Commission to lease the state land hereinafter described, pursuant to Section 36-5-114, W.S. 1977, which application has been accepted by the Capitol Building Commission and the Board of Land Commissioners and a special use lease ordered issued to the applicant for the lands.

2. The Lessee desires to lease from the State of Wyoming buildings and grounds of the Old Wyoming State Penitentiary, located in Rawlins, Wyoming, more specifically described in the attached diagram marked Exhibit "A", which is specifically incorporated herein. The leased premises shall not include Sections H, I, J, or K, as identified in Exhibit "A".

3. The Lessee proposes to operate the old penitentiary site as a civic center and community, county, and statewide facility, for recreational, educational, tourism, historical and social purposes. The Lessor plans to conduct a study of the site in order to determine the best possible use of the site. The Lessee agrees that its operation of the site will not interfere with the Lessor's study.

4. The old prison and its grounds have been unoccupied since September, 1981, when the move to new prison facilities was made. The State desires to lease the old penitentiary site so that the buildings will be occupied and vandalism reduced and the site will not fall into further disrepair, as well as to put the area to a multiple use which will benefit Rawlins, Carbon County and the entire State.

NOW, THEREFORE, the Lessor, for and in consideration of the payment of the first year's rental, receipt of which is hereby acknowledged, and of the covenants and agreements contained in this lease, to be kept and performed by the Lessee, does by these presents, demise, lease and let unto Lessee, for all purposes and uses described herein, the following described lands and all appurtenances, thereon, in Carbon County, Wyoming, to-wit:

The realty described in Exhibit "A" of this Special Use Lease, with the exception of fenced areas H, I, J, and K comprising 20 acres more or less.

TO HAVE AND TO HOLD the premises with the appurtenances, unto the Lessee for the term hereinafter specified, subject, however, to all terms, conditions, regulations and restrictions contained in this lease and the Statutes of the State of Wyoming.

IT IS MUTUALLY AGREED AND COVENANTED BY AND BETWEEN THE LESSOR AND THE LESSEE AS FOLLOWS:

1. TERM OF LEASE - The term of this lease shall begin at 5:00 p.m., on the 1st day of June, 1983, and terminate at 5:00 p.m. on the 1st day of June, 1985, at which time Lessee shall have the preferential right to renew said lease pursuant to Section 36-5-114 (a), W.S. 1977, in the event the Lessor chooses to lease the premises again.

2. RENTAL - The Lessee shall pay to the Lessor at the office of the Commission of Public Lands, Pioneer Building, Cheyenne, Wyoming, a rental for the use of said land in the amount and manner as follows:

One Hundred Dollars (\$100.00) cash, receipt of which is hereby acknowledged together with such interest and penalties as may be provided by law.

3. USE - The leasehold or tenancy right leased and let by this lease is for a civic center and community, county and statewide facility purpose only, including recreational, educational, tourism, historical and social purposes, and any use by Lessee other than for the purposes herein stated without written consent of Lessor, shall forthwith cancel and cause this lease to terminate. A list of probable uses is attached hereto as Exhibit "B", but is not intended by the parties to be an all inclusive list of uses.

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4. RESERVATIONS - The State of Wyoming reserves:

- a. The right to order the sale of all or any portion of said premises at any time after one year from the date of the execution of this lease. In such event Lessor shall give sixty (60) days written notice to Lessee before termination of this lease.
- b. The right to hold, sell, appropriate or otherwise dispose of any other improvements made by Lessee of any character upon said lands to ensure payment of rentals, damages or other expenses accruing to the State by virtue of this lease.
- c. The right, after the two-year lease period has expired, to put the premises to any use which the Lessor deems to be appropriate.

5. SUBLEASE AND ASSIGNMENTS - The Lessee shall not sublease in whole or in part other than to the City of Rawlins, County of Carbon, or the Old Penitentiary Joint Powers Board on terms not inconsistent with this lease: This lease shall not be assigned or transferred except with the written consent of the Board of Land Commissioners and the Capitol Building Commission. Any assignment or transfer of this lease shall contain a provision to the effect that such assignment or transfer is invalid and of no force and effect, until approved by the Board of Land Commissioners and the Capitol Building Commission as herein required. The Lessee shall have the right to allow certain groups or organizations to use said premises, including but not limited to concessionaires, Rawlins Parks and Recreation Department, community, county or state civic or social organizations and any organization acting under the control or authority of Lessee.

6. IMPROVEMENTS - The Lessee shall not construct or make improvements upon the premises hereby leased without the prior approval of the Lessor.

7. FORFEITURE - In case the rental hereinabove provided or if it be determined that this lease has been procured by fraud, deceit or misrepresentation, or if the lands or any part thereof be used for unlawful or illegal purposes, or if default be made in the performance of any of the terms of this lease, the Lessor shall have the power and authority to elect and declare the term ended and cancel this lease, after sixty (60) days written notice to Lessee of said failure to pay rent, fraud, deceit or misrepresentation, or illegal or unlawful use or default of conditions herein, but said cancellation shall not occur if default is corrected within sixty (60) days of receipt of notice.

8. SURRENDER OF PREMISES UPON TERMINATION OF LEASE - The Lessee shall, upon termination of this lease, surrender and deliver unto the Lessor the peaceful and uninterrupted possession of said premises.

9. TIME AND SPECIFIC PERFORMANCE are each of the essence of this lease, and all agreements and conditions herein contained shall extend and be binding alike upon the heirs, administrators, successors and assigns of the parties hereto. The terms, provisions and conditions of this lease are severable and may be invalidated without invalidating the remaining provisions of this agreement.

10. RULES AND REGULATIONS - This lease shall be subject to all provisions of the law and rules and regulations governing the leasing of lands by the State as applicable.

11. LIABILITY AND INSURANCE - The Lessor will not be liable, in any manner whatever, for any activities which are carried on by Lessee in the old penitentiary site. The Lessee agrees to hold the Lessor harmless for any injury which might occur to users or employees of the site not due to the fault or negligence of Lessor. The Lessee agrees to obtain adequate liability insurance for the use of the site.

12. HAZARD INSURANCE - If the demised premises or any part thereof shall be an abatement of rent according to the time during which and to the extent the leased premises shall have been untenantable. If Lessor fails at its option to repair the premises this lease may, at the option of Lessee, become null and void. Lessee shall maintain hazard insurance on the premises at its option.

13. ASSESSMENTS - The Lessor shall pay all assessments levied and assessed on the above-described property by lawful authority. Lessee at its own expense shall obtain its own insurance on the property stored on said premises, and the Lessor shall not be responsible for losses or damages to said personal property for any reason, unless said losses or damages are due to negligence of Lessor.

14. ENTIRE AGREEMENT - The lease agreement shall be and is intended by the parties to be the entire agreement of the parties and any prior agreement, oral or written, shall be cancelled and held for naught.

15. CONDEMNATION - If the land herein leased, or any part thereof, is taken or condemned for any use by the United States of America, this lease shall, as to the part so taken, terminate as of the date title shall vest in the condemnor. Unused rental paid in advance by the Lessee shall be refunded by the Lessor.

16. AMENDMENT - This lease may be amended by the written agreement of all parties hereto, at any time, if in writing and agreed to by all parties.

17. DEATH HOUSE - Lessor shall retain the right to use the Death House but agrees to give Lessee reasonable notice of said use. If it is necessary for the State to use the Death House for an execution, the Lessee agrees to vacate all of the leased premises upon receiving notice. Lessee will not reoccupy the premises until it is given permission by the Lessor. Lessee agrees to use said Death House so as not to interfere with its use by the Lessor; Lessee may conduct guided tours of the Death House if it does not interfere with its use by the Lessor; Lessee may conduct guided tours of the Death House if it does not interfere with the Lessor's operations thereof and if the Board of Charities and Reform, upon advice of the Warden, approves.

18. MAINTENANCE - Lessee accepts premises with their appurtenances and fixtures in their present condition, and, at expiration of this lease, will surrender premises in as good order and condition as when received, reasonable wear and tear, damage from the elements, fire, acts of God, or other casualty excepted. Neither Lessee nor Lessor shall be required to maintain or upkeep utilities but Lessee agrees to indemnify and save Lessor harmless from all utility costs in the event Lessee obtains utility services, such as water, sewer, electricity, etc.

IN WITNESS WHEREOF, The State of Wyoming has caused these presents to be signed by the President of the Board of Land Commissioners and the Chairman of the Capitol Building Commission and appropriate official seals to be hereunto affixed, and the Lessee has caused these presents to be signed and sealed in the manner following:

LESSOR: THE STATE OF WYOMING

By:

Ed Herschler, Governor
President, Board of Land Commissioners

ATTEST:

Oscar E. Swan
Commissioner of Public Lands

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Chairman, Capitol Building Commission

ATTEST:

Nick Mirich, Clerk
Capitol Building Commission

LESSEE: CITY OF RAWLINS

By: _____
Mayor

ATTEST:

City Clerk

LESSEE: COUNTY OF CARBON

By: -s- Robert Grieve
Chairman
Board of County Commissioners

ATTEST:

-s- Mary G. Bradford
County Clerk

Exhibits "A", "B", and "C" are on file in the office of the County Clerk.

Upon approval by the City of Rawlins, the lease will be sent to the State for their approval.

CARBON COUNTY MUSEUM BOARD

By virtue of an act to amend W.S. 18-10-103 relating to county museum boards of trustees: increasing the membership of such boards from three to five; providing for initial terms; and providing for an effective date. Session Laws of Wyoming 1983.

A motion was made by Lemich, seconded by York and unanimously carried to appoint two additional members to the Museum Board.

Elva Evans	2 Year Term	7/1/83 thru 7/1/85
George Brox	3 Year Term	7/1/83 thru 7/1/86
Edward Tierney	3 Year Term (Reappointed)	7/1/83 thru 7/1/86

CARBON COUNTY LIBRARY BOARD

A motion was made by Lemich, seconded by York and unanimously carried to appoint Mimi Gilman to the Carbon County Library Board for a three year term beginning 7/1/83 and ending 7/1/86.

CARBON COUNTY EMERGENCY SERVICES

A motion was made by Lemich, seconded by York and unanimously carried to execute the following Master Mutual Aid Agreement.

MASTER MUTUAL AID AGREEMENT
BETWEEN
COUNTIES IN THE STATE OF WYOMING

Whereas, each county in the State of Wyoming is subject to natural and other types of disaster, the damage from which could be greater than its resources, manpower and equipment could adequately cope with alone, and;

Whereas, it is lawful and in the public interest that a Mutual Aid Agreement providing a method whereby the various counties within the State of Wyoming agree to furnish resources, equipment and manpower, on an emergency basis, to a county should it be stricken by a natural or other type of disaster, and;

Whereas, such mutual aid is reasonable and such agreements are permitted under the terms of the Wyoming Disaster and Civil Defense Act, 1977, contained in Section 19-5-109, as amended, and;

Whereas, requests for and movements of such mutual aid may be coordinated from a central coordinating office, namely the Wyoming Disaster and Civil Defense Division, and;

Whereas, it is to the mutual advantage of all counties in the State of Wyoming to lend mutual aid and assistance to each other one in time of need;

Now, therefore, in consideration of the mutual covenants herein contained, the participating counties in the State of Wyoming agree as follows:

(1) Whenever any party to this agreement suffers a disaster which requires additional aid beyond that which said county is able to provide for itself, each other party to this agreement, at the request of the stricken county, through coordination with the Wyoming Disaster and Civil Defense Division, agrees to loan

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to such stricken county the maximum amount of equipment, resources, and manpower that it can reasonably spare at that time.

(2) The lending county shall be responsible for the delivery of such equipment, resources, and manpower to the stricken area.

(3) Any and all equipment, resources and manpower so loaned shall be delivered to locations coordinated by the Wyoming Disaster and Civil Defense Division and upon arrival at said location all equipment, resources and manpower loaned shall be under the control and jurisdiction of the receiving county.

(4) All equipment, resources, and manpower so loaned shall be returned when no longer required by the receiving county or upon demand of the lending county.

(5) Any county rendering aid to another pursuant to this agreement shall be reimbursed by the county receiving such aid for any loss or damage to, or expense incurred in the operation of any equipment or resources answering a request for aid, and for the cost incurred in connection with such requests; provided, that any aiding county may assume in whole or in part such loss, damage, expense, or other cost, or may loan such equipment or resources or donate such services to the receiving county without charge or cost.

(6) It is agreed that the financing of any mutual aid that occurs during a natural or other type of disaster will include: (a) Compensation at the regular pay rate for workers and equipment used, to be paid to the county which loaned the workers or equipment by the county which required the use of the workers or equipment; and (b) Compensation for damages to equipment, in the amount of the repair of the equipment or the replacement of the equipment, whichever is smaller; and (c) Compensation for injury or death to workers, to be paid by the county which used the workers to the county which loaned the workers, in the amount of dollars denied the worker, which would be paid normally if the worker had been working for the county which loaned him. All such compensations shall be paid upon the termination of the disaster operation or at a later date mutually agreed upon.

(7) Whenever any party to this agreement loans equipment, resources or manpower as provided herein, such lending county may thereupon request implementation of a "moveup" plan whereby other counties which are parties to this agreement will move a portion of their corresponding equipment, resources or manpower into the depleted area so as to provide a measure of protection to that area.

(8) Each party to this agreement will provide upon request from any other county, through coordination with Wyoming Disaster and Civil Defense Division, all possible facilities for receiving and caring for evacuees and disabled persons, and all persons so evacuated upon arrival at the receiving area shall be under the control of the county giving aid.

(9) Any party to this agreement may withdraw from the same at the time by giving thirty day's written notice to all other counties to this agreement.

In witness Whereof, the following County has caused this agreement to be signed and attested by the officer shown and the corporate seal of such county to be hereto affixed, this 26th day of April, 19 83.

THE COUNTY OF Fremont

ATTEST:

-s- James A. Farthing
Clerk and recorder

-s- J.M. Kail
Chairman, Board of County Commissioners

IN WITNESS WHEREOF, THE FOLLOWING COUNTY HAS CAUSED THIS AGREEMENT TO BE SIGNED AND ATTESTED BY THE OFFICER SHOWN AND THE CORPORATE SEAL OF SUCH COUNTY TO BE HERETO AFFIXED THIS 26th DAY OF April 19 83.

THE COUNTY OF Fremont

ATTEST:

-s- James A. Farthing
Clerk and Recorder

-s- J.M. Kail
Chairman, Board of Commissioners

-s- Edwin T. Hudson
County Commissioner

-s- John Philp
County Commissioner

THE COUNTY OF Carbon

ATTEST:

-s- Mary G. Bradford
Clerk and Recorder

-s- Robert Grieve
Chairman, Board of Commissioners

-s- James A. York
County Commissioner

-s- Emil T. Lemich
County Commissioner

THIS MUTUAL AID AGREEMENT WILL BE IN EFFECT ONLY WITH THOSE COUNTIES WHO HAVE SIGNED THE AGREEMENT AND MAILED IT TO WYOMING DISASTER AND CIVIL DEFENSE IN CHEYENNE, WYOMING 82002

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MASTER MUTUAL AID AGREEMENT
BETWEEN
COUNTIES IN THE STATE OF WYOMING

Whereas, each county in the State of Wyoming is subject to natural and other types of disaster, the damage from which could be greater than its resources, manpower and equipment could adequately cope with alone, and;

Whereas, it is lawful and in the public interest that a Mutual Aid Agreement providing a method whereby the various counties within the State of Wyoming agree to furnish resources, equipment and manpower, on an emergency basis, to a county should it be stricken by a natural or other type of disaster, and;

Whereas, such mutual aid is reasonable and such agreements are permitted under the terms of the Wyoming Disaster and Civil Defense Act, 1977, contained in Section 19-5-109, as amended, and;

Whereas, requests for and movements of such mutual aid may be coordinated from a central coordinating office, namely the Wyoming Disaster and Civil Defense Division, and;

Whereas, it is to the mutual advantage of all counties in the State of Wyoming to lend mutual aid and assistance to each other one in time of need;

Now, therefore, in consideration of the mutual covenants herein contained, the participating counties in the State of Wyoming agree as follows:

(1) Whenever any party to this agreement suffers a disaster which requires additional aid beyond that which said county is able to provide for itself, each other party to this agreement, at the request of the stricken county, through coordination with the Wyoming Disaster and Civil Defense Division, agrees to loan to such stricken county the maximum amount of equipment, resources, and manpower that it can reasonable spare at that time.

(2) The lending county shall be responsible for the delivery of such equipment, resources, and manpower to the stricken area.

(3) Any and all equipment, resources and manpower so loaned shall be delivered to locations coordinated by the Wyoming Disaster and Civil Defense Division and upon arrival at said location all equipment, resources, and manpower loaned shall be under the control and jurisdiction of the receiving county.

(4) All equipment, resources, and manpower so loaned shall be returned when no longer required by the receiving county or upon demand of the lending county.

(5) Any county rendering aid to another pursuant to this agreement shall be reimbursed by the county receiving such aid for any loss or damage to, or expense incurred in the operation of any equipment or resources answering an request for aid, and for the cost incurred in connection with such requests; provided, that any aiding county may assume in whole or in part such loss, damage, expense, or other cost, or may loan such equipment or resources or donate such services to the receiving county without charge or cost.

(6) It is agreed that the financing of any mutual aid that occurs during a natural or other type of disaster will include: (a) Compensation at the regular pay rate for workers and equipment used, to be paid to the county which loaned the workers or equipment by the county which required the use of the workers or equipment; and (b) Compensation for damages to equipment, in the amount of the repair of the equipment or the replacement of the equipment, whichever is smaller; and (c) Compensation for injury or death to workers, to be paid by the county which used the workers to the county which loaned the workers, in the amount of dollars denied the worker, which would be paid normally if the worker had been working for the county which loaned him. All such compensations shall be paid upon the termination of the disaster operation or at a later date mutually agreed upon.

(7) Whenever any party to this agreement loans equipment, resources or manpower as provided herein, such lending county may thereupon request implementation of a "moveup" plan whereby other counties which are parties to this agreement will move a portion of their corresponding equipment, resources or manpower into the depleted area so as to provide a measure of protection to that area.

(8) Each party to this agreement will provide upon request from any other county, through coordination with Wyoming Disaster and Civil Defense Division, all possible facilities for receiving and caring for evacuees and disabled persons, and all persons so evacuated upon arrival at the receiving area shall be under the control of the county giving aid.

(9) Any party to this agreement may withdraw from the same at any time by giving thirty day's written notice to all other counties to this agreement.

In Witness Whereof, the following County has caused this agreement to be signed and attested by the officer shown and the corporate seal of such county to be hereto affixed, this _____ day of _____, 19 ____.

THE COUNTY OF Sweetwater

ATTEST:

Clerk and recorder

Chairman, Board of County Commissioners

IN WITNESS WHEREOF, THE FOLLOWING COUNTY HAS CAUSED THIS AGREEMENT TO BE SIGNED AND ATTESTED BY THE OFFICER SHOWN AND THE CORPORATE SEAL OF SUCH COUNTY TO BE HERETO AFFIXED THIS 21st DAY OF June, 19 83.

THE COUNTY OF Carbon

June 21, 1983

ATTEST:

-s- Mary G. Bradford
Clerk and Recorder

-s- Robert Grieve
Chairman, Board of County Commissioners

-s- James A. York
County Commissioner

-s- Emil T. Lemich
County Commissioner

THE COUNTY OF Sweetwater

ATTEST:

Clerk and Recorder

Chairman, Board of County Commissioners

County Commissioner

County Commissioner

THIS MUTUAL AID AGREEMENT WILL BE IN EFFECT ONLY WITH THOSE COUNTIES WHO HAVE SIGNED THE AGREEMENT AND MAILED IT TO WYOMING DISASTER AND CIVIL DEFENSE IN CHEYENNE, P. O. BOX 1709, CHEYENNE, WYOMING 82002

RAWLINS - CARBON COUNTY JOINT POWERS BOARD

A motion was made by Lemich, seconded by York to reappoint C.R. Engstrom to the Board for a three year term beginning June 21, 1983 and ending June 21, 1986.

There being no further business, the meeting was adjourned.



Robert Grieve, Chairman

ATTEST:

Mary G. Bradford, County Clerk

June 21, 1983

PROCLAMATION
SCHOOL DISTRICT ELECTION
CARBON COUNTY

September 13, 1983 - School District Trustee Election.

August 13, 1983 is the last day to register to vote with the County or City Clerk.

Voter registration is not permitted at the polls on election day.

Filing Dates and Office

July 1 - July 15: File Application for Election with the County Clerk

TRUSTEES TO BE ELECTED

SCHOOL DISTRICT #1 TRUSTEES

<u>No.</u>	<u>Title</u>	<u>Term</u>
1	Resident Area A Trustee Bairoil - Lamont - Seminoe Dam	3 Years
1	Resident Area B Trustee Rawlins - Sinclair - Ft. Steele	3 Years
SCHOOL DISTRICT #2 TRUSTEES		
1	Resident Area E Trustee Hanna - Kortes Dam - Leo Elk Mountain	3 Years
1	Resident Area G Trustee Saratoga - Walcott Brush Creek - Bennett Ryan Park	3 Years
1	Resident Area I At Large	3 Years

Campaign Reporting Requirements

All candidates, whether successful or not, must file a statement of receipts and expenditures by September 23, 1983 with the County Clerk. A candidate must file the statement before receiving a Certificate of Election.

Every candidate's campaign committee and political action committee supporting a school board candidate shall file a statement of campaign receipts and expenditures by September 20, 1983 with the County Clerk.

Mary G. Bradford
Carbon County Clerk