

March 15, 1983

COMMISSIONER'S PROCEEDINGS

REGULAR MEETING

MARCH 15, 1983

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

MINUTES of the meeting of March 1 and 2, 1983 were read and approved.

REPORTS of County Officers were audited and placed on file.

The following bills were approved for payment:

Addressograph	Assessor	\$	49.67
Allied Carriers Exchange	Road & Bridge		41.33
Randy Anderson	Extension		18.80
B & J Electric	Senior Centers/Carbon Bldg.		450.40
B & J Electric	Road & Bridge		972.72
Sue Bartlett	PHN		123.74
Bel Air Inn	Attorney		24.80
Bi Rite Drug	PHN		22.47
Bi Rite Drug	Sheriff		113.34
Big R Manufacturing & Distributing	Road & Bridge	46,260.58	
Big Brothers/Big Sisters	In Lieu of Taxes		139.48
Gilbert Blumenthal	Justice Court		300.00
Bow Standard	Sheriff		66.70
Brad Ragan Tire Company	Road & Bridge		846.58
Brunson Instrument Company	Road & Bridge		285.29
Build Rite	Senior Center/Carbon Bldg.		598.60
Burkes Conoco	Extension		67.12
Burkes Conoco	Courthouse		69.49
Butane Power & Equipment Co.	Road & Bridge		505.35
Cal Gas	Fire Dept.		257.38
Cal Gas	Road & Bridge	1,290.80	
Carbon County Clinic	Jail		34.40
Carbon County Treasurer	Various	3,925.32	
Carbon Power & Light, Inc.	PHN		121.06
Carbon Power & Light, Inc.	Senior Center		549.68
Carbon Power & Light, Inc.	Road & Bridge	1,249.63	
Casper Star Tribune	Senior Center		21.80
Childress Electric	Road & Bridge		125.00
Conoco Inc.	Sheriff		227.75
Joni Conroy	PHN		22.77
Vernalee B. Cook	Senior Center		112.00
Cooper Chevrolet	Sheriff		162.94
Cooper Oil Company	Road & Bridge	1,456.88	
Cooper Oil Company	Road & Bridge	1,495.08	
Culverts & Industrial Supply	Road & Bridge	27,333.46	
D & K Sanitation	Various		135.00
Dairy Council	Extension		18.85
Davidson Electric	Senior Center		355.90
Town of Dixon	Road & Bridge		11.00
Dunn Trucking	Road & Bridge		180.00
Edward Don & Co.	Senior Center		291.78
Town of Elk Mountain	Road & Bridge	1,754.18	
Jean Fleenor-Ward	Attorney		243.90
France Flying	Sheriff		204.00
France Flying	Attorney/Sheriff		300.00
Tom Garner	District Court		15.00
Glen Glidden	Sheriff		27.75
Great Northern Tool & Supply Co.	Road & Bridge	1,788.00	
Mary Gruenewald	Extension		69.36
Town of Hanna	Road & Bridge		9.00
Vickie Lea Haynes	Jail		25.00
Helton's Conoco	Sheriff		145.60
Bridget Hettgar	PHN		37.72
Hi-Way Drug Store	Sheriff/Jail		244.71
John L. Hoke	District Court		130.00
Horizon	PHN		9.20
Horizon	Various		157.66
Horizon	Sheriff		12.25
Horizon Stationery	Road & Bridge		174.19
Horizon	PHN		27.68
Hot Springs County REA, Inc.	Road & Bridge		45.04
John House	District Court		15.00
IBM	Road & Bridge		331.00
IBM	Road & Bridge	6,781.00	
J. H. Kaspar Oil Company	Assessor		43.24
J. H. Kaspar Oil Company	Sheriff		1,136.89
Bonnie Jacobson	PHN		17.71
Duane E. Johnson	Severance	22,500.00	
Janet Johnson	PHN - WIC		174.86
Kinnaman Supply Company	Road & Bridge		422.12
A. P. Kirsch	Severance Tax		750.00
Lonnie Kroeger	Senior Center		125.00
Kenneth Lawrence	District Court		15.00

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Legal Research Services	Attorney	\$ 8.50
Maberry's Glass	Sheriff	5.00
Maberry's Glass	Road & Bridge	911.90
Susan McKay	PHN	50.00
McMahon Motors	Sheriff	11.00
Memorial Hospital	Severance Tax	7,500.00
Memorial Hospital	Jail	246.50
Michie Company	Justice Court	31.58
Michie Company	Justice Court	152.50
Montgomery Elevator	Various	519.24
Mountain Bell	Various	715.08
Mountain Fuel	Senior Center	309.95
National Chemsearch	Road & Bridge	204.40
National Market	Assessor	50.00
Nat'l Police Chiefs & Sheriffs Info. Bureau	Attorney	28.35
New Horizon	Jail	127.30
Newman Signs	Road & Bridge	1,359.24
New 34/38	Data Processing	60.00
Northern Gas Division	Various	7,207.72
Northern Gas Company	Road & Bridge	584.65
Northern Gas Company	Road & Bridge	626.04
Northwest Colo. Visit Nurses Assoc.	PHN	1,179.33
Pacific Power & Light	Senior Services	625.87
Sherrie Patch	PHN	16.10
Harold Peek	District Court	15.00
Perue Printing	PHN	9.50
Peterson Service Yard	Road & Bridge	29.70
Ivan Pfeifer	Extension	60.24
Rawlins Automotive	Road & Bridge	884.27
Rawlins Automotive	Road & Bridge	1,838.64
Rawlins Cashway Lumber Inc.	Road & Bridge	71.65
City of Rawlins	Various	670.30
Rawlins Glass	Sheriff	244.35
Rawlins National Bank	Sheriff	36.00
City of Rawlins	Road & Bridge	52.45
Rawlins Newspaper	Various	4,035.76
Rawlins Travel Mgt.	Data Processing	162.00
Waxman Camera	Jail	293.25
Rocky Mountain Safety Service	Road & Bridge	59.50
Safeway Stores	Extension	51.50
Saratoga Sun	Road & Bridge	12.00
Saratoga Sun	Senior Center	15.00
Shephards Husky	Road & Bridge	11.00
Shively Hardware	Road & Bridge	256.56
Shriner Mortuary	Coroner	800.00
Sinclair Marketing	Sheriff	41.43
Smyth's	PHN - WIC	20.00
Ted Andrus Explosives	Road & Bridge	92.50
Terry's Towing Service	Misc. General	80.00
State of Wyoming	PHN	488.90
U.S. Welding & Supply	Road & Bridge	117.57
U.S. Welding & Supply	Road & Bridge	883.30
United Business Machines	Extension	181.00
Valley Oil	Sheriff/Road & Bridge	3,495.24
Valley Telephone Co.	Road & Bridge	10.25
Daniel Vincent	District Court	15.00
Rebecca Von Forell	Extension	111.77
Webster's Service	Sheriff	129.63
Wessco	Road & Bridge	225.00
Beverly White	District Court	13.34
Wise Agency	Various	446.00
Wise Agency, Inc.	Fire Protection	80.00
Wise Agency, Inc.	Courthouse	137.00
Wise Agency, Inc.	Sheriff	10.00
Judith Wohl	Senior Center	112.00
Worker's Compensation	Misc. General	1,005.89
Wyoming State Bar	Attorney	16.00
Wyoming Wholesale	Various	718.80
Yampa Valley	Road & Bridge	61.33
Yampa Valley	Senior Center	238.86

REVENUE SHARING

Carbon County Child Development	Revenue Sharing, Soc. Ser.	150.00
Dehnert-Richardson-Benson	Revenue Sharing, Libraries	750.00
Rawlins Stationers	Revenue Sharing, Soc. Ser.	21.04
Rev. Sharing Advisory Ser.	Revenue Sharing, Financial Administration	78.50
Rocky Mtn. Mobile Homes	Revenue Sharing, Soc. Ser.	10,100.00
U. S. Postmaster	Revenue Sharing, Soc. Ser.	40.00

ABATEMENT

Sun Land & Cattle Co.	Erroneous Assessment	2,697.17
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BONDS

Penny Parr	Town of Hanna, Clerk Treasurer 1/18/83 thru 1/25/83	10,000.00
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Kay Parrish	Town of Hanna, Treasurer 1/25/83 thru 1/25/84	10,000.00
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RYAN PARK SKI AREA

Representatives of School District #1, School District #2 and the Committee to develop the Ryan Park Ski Area met with the Commissioners to discuss different methods for financing the project.

SALE OF COUNTY PROPERTY

The following bids were received for purchase of used surplus county property:

1968 International Dump Truck VIN# 456080G336131

Gerald Adams, General Contractor	\$2,550.00
Lewis Stolns	1,030.00
Val Banta	1,116.00
Norman D. Johnson	1,657.67
* John D. Swanson	3,200.00
John S. Whitehead	1,179.00
Ralph L. Mentink	1,035.00
Lonnie Claytor	1,057.00
Dick Holden	700.00

1960 International Flat Bed Truck VIN# V30445793

Lewis Stolns	200.00
John S. Whitehead	359.00
Ralph L. Mentink	255.00
Earl J. Steele	400.00
* Darrel Richardson	850.00
R. J. Korkow	560.00
Lonnie Claytor	557.00
Dick Holden	450.00

1974 GMC Crew Cab Pickup 3/4 Ton VIN# TCZ244B507009

*John S. Whitehead	679.00
Ralph L. Mentink	255.00

1975 Dodge Pickup 4x4 1/2 Ton VIN# W14BF55152220

* Ron Garretson	450.00
David Radar	313.25
John S. Whitehead	219.00
Delvin E. Goff	325.00

1968 GMC Pickup 3/4 Ton VIN# CE20DPB39518

John S. Whitehead	279.50
*Ralph L. Mentink	327.50
Leo G. Kirsch	126.00

DW15 Tractor Scraper Cat. VIN# 76D707

John S. Whitehead	659.00
* R. J. Korkow	1,160.00
Claytor Welding	257.00

PRESS

* Lewis Stolns	147.50
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A motion was made by Lemich, seconded by Grieve and unanimously carried to award the County Property to the high bidders as listed (*).

BID FOR FIRE EQUIPMENT

The following bids were received for two Fire Department Tankers:

Becker Fire Equipment Co.	Casper, Wyoming	Stainless Steel Tank	\$ 105,792.00
Becker Fire Equipment Co.	Casper, Wyoming	Carbon Steel (Coated)	93,792.00
Luverne Fire Equipment Co.	Douglas, Wyoming		84,944.58
K & T Manufacturing, Inc.	Powell, Wyoming		101,694.00

A motion was made by Lemich, seconded by Grieve, and unanimously carried to accept the low bid of Luverne Fire Equipment Co., Douglas, Wyoming.

FIRE PROTECTION

A motion was made by Lemich, seconded by Grieve and unanimously carried to execute the following agreement for Fire Protection:

MUTUAL AID AGREEMENT FOR FIRE PROTECTION

THIS AGREEMENT, made and entered into on this 14th day of December, 1982, by and between the CITY OF RAWLINS, hereinafter referred to as the "City", the COUNTY OF CARBON, WYOMING, hereinafter referred to as the "County", and the DEPARTMENT OF INTERIOR, BUREAU OF LAND MANAGEMENT, hereinafter referred to as the "BLM".

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WITNESSETH:

WHEREAS, the County provides for fire protection to the residents and businesses located within the County and outside of the municipalities or other towns within the County as authorized by Wyo. Stat. # 18-3-509 (1977); and

WHEREAS, the City provides fire protection services for its residents and businesses as authorized by Wyo. Stat. #15-1-103 (a) (xxi) (1977); and;

WHEREAS, the BLM, in cooperation with the County and City, attempts to provide limited fire protection services to the areas within the County under its jurisdiction; and

WHEREAS, it is the mutual desire of all parties to this Agreement to formulate a plan to come to the mutual aid of each other in the prevention of fire within Carbon County,

NOW, THEREFORE, in consideration of the foregoing and mutual covenants herein contained, the County, City and BLM agree as follows:

1. Declaration of Policies: Hereby declared to be the policy of the City, County, and BLM to achieve maximum fire protection for the residence and businesses within the county by undertaking a cooperative effort and providing mutual aid.
2. Definitions: For the purposes of this Agreement, the following definitions shall apply:
 - (a) Receiving Agency: The receiving agency shall be the agency who receives the initial report and request for assistance in fire prevention.
 - (b) Responsible Agency: The responsible agency shall be the agency having primary jurisdiction over the area in which the fire protection assistance has been requested.
 - (i) The City shall have primary jurisdiction over all those areas which are encompassed now or hereinafter within the corporate limits of the City of Rawlins, Carbon County, Wyoming as well as the Rawlins-Carbon County Airport.
 - (ii) The BLM shall have primary jurisdiction over all those lands which are considered by the BLM public lands and held under their jurisdiction, supervision and control.
 - (iii) The County shall have primary jurisdiction over all lands which do not fall under the primary jurisdiction of the City or BLM.
 - (c) Cooperating Agency: The cooperating agency shall mean any agency that has been requested to provide assistance or mutual aid in fire protection by a responsible agency.
3. Suppression: In the providing of fire protection hereunder, the parties agree that the following procedures shall be followed in providing mutual aid:
 - (a) Reporting: All calls or requests for fire protection shall be reported immediately by the receiving agency to the responsible agency. Upon such report all further actions and instruction shall be issued from the responsible agency.
 - (b) Initial Suppression: It shall be the responsibility of the responsible agency to undertake actions for initial suppression of any situation reported to the responsible party. A cooperating agency may undertake initial action upon request of a responsible party and on behalf of the responsible party. All such requests shall be made from and to the following individuals:
 - (i) City - Chief of the City of Rawlins Fire Department.
 - (ii) County - Fire Warden of Carbon County.
 - (iii) BLM - Fire Management Officer of Rawlins District, Carbon County, Wyoming.
4. Authority: The responsible agency shall hold primary responsibility for fire prevention and will be the command agency responsible for providing all decisions. In the event that the responsible party is not the party providing initial suppression, the cooperating agency providing such initial suppression shall make all command decisions until the arrival of the responsible agency.
5. Request for Mutual Aid: Requests for mutual aid by a cooperating agency shall be subject to the following terms and conditions:
 - (a) Eight Hour Limitation: A cooperating agency responding for fire prevention will provide mutual aid on a nonreimbursable basis for a period not to exceed eight hours. In the event that a cooperating agency provides assistance beyond the initial eight hours, the cooperating agency shall be reimbursed by the responsible agency at the rates provided in Schedule "A" which is attached to this Agreement.
 - (b) Limitation: In no event shall a cooperating agency be required to provide mutual aid when, in the decision of the cooperating agency, such aid endangers the cooperating agency's responsibility to provide primary fire protection within its primary jurisdiction.
 - (c) Request for Assistance: Any request for mutual aid from a responsible party to a cooperating agency shall include a verbal statement of the amount and type of equipment requested, the number of personnel requested, and shall specify the location to which the equipment and personnel are to be dispatched. It shall be the cooperating agency's sole responsibility and decision as to the type of equipment and number of personnel actually dispatched by the cooperating agency.
6. Limitations Upon Liability: Each of the parties shall hold the other respective parties harmless and indemnify such party against any and all liability, losses, costs, materials used, equipment, damages,

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suits, actions or claims of any person, firm, corporation or association other than each other which result from the operation or services provided under the terms of the Agreement, including all costs, damages, suits, actions or claims which result hereunder.

7. Miscellaneous: In no event shall "first line City equipment" respond outside of the corporate limits of the City of Rawlins other than the Municipal Airport.

In no event shall the BLM be responsible to provide mutual aid for "structure fires". It is the express intention of the parties to this Agreement that the only mutual aid provided by the BLM shall be such assistance as may be requested from time to time or responsibility of the BLM in the fire protection of grass and brush fires.

8. Term: This Agreement shall be effective from and after the date first above written and shall terminate upon the withdrawal of any party to this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date and year first above written.

CITY OF RAWLINS

By: -s- Glen A. Woodbury
Mayor, Glen A. Woodbury

(SEAL)

ATTEST:

-s- Edna M. Francis
City Clerk

COUNTY OF CARBON, WYOMING

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

(SEAL)

ATTEST:

-s- Mary G. Bradford
County Clerk

DEPARTMENT OF INTERIOR,
BUREAU OF LAND MANAGEMENT

By: Elbert W. Spencer
Title: Acting District Manager

SCHEDULE "A"

CITY-COUNTY-BLM

FIRE PROTECTION AGREEMENT

Schedule of Charges

FIRE PUMPER, 3 Men.....	\$350.00/ Hour
TELA-SQUIRT	\$450.00/ Hour
INVESTIGATION	\$ 25.00/ Hour
ADDITIONAL PUMPER	\$250.00/ Hour
EXTRACTION TRUCK	\$100.00/ Hour
REPLACEMENT OF CHEMICALS AND EXTINGUISHING AGENTS	COST
LIMITED LIQUOR LICENSE	

Robert Carribou appeared before the Board requesting a Limited Liquor License in behalf of Lucas Sarri McAtee Post. No. 6680 V.F.W., Hanna, Wyoming.

There being no further business, the meeting was adjourned.

ATTEST:

Mary G. Bradford
Mary G. Bradford, County Clerk

Robert Grieve
Robert Grieve, Chairman