

April 19, 1983

COMMISSIONER'S PROCEEDINGS

REGULAR MEETING

APRIL 19, 1983

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

MINUTES of the meeting of April 5 and 6, 1983 were read and approved.

REPORTS of County Officers were audited and placed on file.

The following bills were approved for payment:

American Data Products	Treasurer	\$ 38.31
American Office Equipment	Attorney	426.17
Archuletta's Plumbing	Courthouse	288.61
Archuletta's Plumbing	Courthouse	351.88
Avis Rent A Car	District Court	98.50
B & J Electric	Sheriff/Jail	127.57
B & J Electric	Senior Center	1,225.35
Bel Air Inn	Attorney	59.60
Beltone	PHN	123.90
Joanne Bennit	Senior Center	112.00
Bi-Rite Drug	Extension	12.24
Big Brothers/Sisters	In Lieu of Taxes	55.56
Bow Standard	Sheriff	98.20
Jodi E. Brayton	Attorney	29.90
Britt-Tech Corp.	Sheriff	205.89
Build Rite Lumber	Road & Bridge	39.15
Build Rite Lumber	Courthouse	2,194.61
Burkes Conoco	Extension	120.41
Butane Power & Equipment Co.	Road & Bridge	431.89
Thomas E. Campbell	Attorney	34.50
Carbon Power & Light, Inc.	PHN	82.00
Carbon Power & Light, Inc.	Road & Bridge	784.06
Carbon Power & Light, Inc.	Senior Center	387.67
Childress Electric	Courthouse/Clerk	85.87
Joni Conroy	PHN	42.09
Continental Lighting	Senior Center	375.94
Cowboys Mobile Home Service	Road & Bridge	350.00
Davis-Audio Visual	PHN	180.09
Pat Diehl	PHN (WIC)	8.09
Drive Train Industries	Road & Bridge	1,993.58
Duckels Construction, Inc.	Road & Bridge	10,000.00
Town of Elk Mountain	Road & Bridge	9.60
Jean Fleenor-Ward, RPR	Public Defender	2,274.30
Clifford Forbes	Water Commission	43.50
Gard Talbot's	Road & Bridge	460.44
Garrett Motors	Road & Bridge	158.50
H. Larsen, Inc.	Road & Bridge/Bldgs. & Grounds	114.70
David Hamwey	Data Processing	540.00
Hanna Automotive	Road & Bridge	314.00
Town of Hanna	Road & Bridge	9.00
Vickie Haynes	Jail	25.00
Health	PHN	9.95
Hearne Brothers	County Clerk	354.00
Hearne Brothers	Sheriff	177.00
Lynn Heeren	Attorney	227.00
Bridget Hettgar	PHN	40.02
Hi-Way Drug Store	Jail	174.46
Holiday Inn	Attorney	71.41
Horizon Stationery	Road & Bridge	548.48
Horizon Stationers	Attorney	840.96
IBM	Road & Bridge	230.00
IBM Corp.	Data Processing	1,446.00
IBM	PHN	287.00
Moore Bearing	Road & Bridge	559.26
J.C. Kilburn	Misc. General	120.00
J.H. Kaspar Oil Company	Sheriff	1,260.95
J.H. Kaspar Oil Company	Assessor	24.62
Judy Jackson	District Court	81.95
Janet Johnson	PHN (WIC)	186.58
Kar Kraft	Sheriff	358.37
Kilburn Tire	Road & Bridge	22.95
Kinnaman Supply Company	Road & Bridge	838.59
Knapp Supply & Equipment Co.	Jail	165.05
Laramie Newspaper	Senior Center	14.00
Law Publications, Inc.	Attorney	85.59
Legal Research Services	Attorney	6.60
Legislative Service Office	Attorney	10.94
McMahon Motors	Senior Center	29.40
Memorial Hospital	Severance Tax	2,175.20
Memorial Hospital	District Court	1,242.55
Mountain Bell	Various	2,241.42
Mountain Bell	Various	737.02
NCR Corporation	Treasurer	1,752.50
Northern Gas Division	Various	6,094.91

April 19, 1983

Northwest Colorado Visiting Nurses	PHN	\$ 1,179.33
C.W. Ogburn	Sheriff	54.23
Pacific Power & Light	Senior Center	638.31
Sherrie Patch	PHN	482.95
Platt Valley Automotive	Road & Bridge	66.86
Rawlins Automotive	Road & Bridge	710.20
Rawlins Automotive	Courthouse	2.49
City of Rawlins	Various	624.70
Rawlins Linen	Courthouse/Jail	114.51
Rawlins Newspaper	Various	1,515.93
Residential Glass & Mirror	Senior Center	360.23
River Implement	Road & Bridge	1,462.81
Randine R. Salerno	Attorney	23.00
Saratoga Auto Parts	Road & Bridge	33.86
Saratoga Sun	Road & Bridge	60.00
Saratoga Sun	Water Commission	20.21
J. Michael Sharman	Attorney	23.00
Sydney Shavers	Data Processing	873.46
Mark J. Sheedy	Attorney	23.00
Shively Hardware	Road & Bridge	1,035.08
Skyline Motors, Inc.	Sheriff	147.14
Identi-Kit	Sheriff	360.00
DAFC-Data Services	Elections	155.49
True Value	Courthouse	77.98
Valley Oil Co.	Road & Bridge	1,143.10
Valley Telephone	Road & Bridge	10.25
Rebecca Von Forell	Extension	73.17
W.H. Manufacturing Company	Road & Bridge	2,090.01
Wagon Circle Medical Clinic	District Court	277.00
Michael Lee Walton	Attorney	23.00
Linda Weber	Senior Center	84.46
Welson Equipment	Road & Bridge	678.21
Wise Agency	Justice Court	34.00
Withrow Construction Company	Road & Bridge	900.00
Withrow Construction Company	Road & Bridge	8,000.00
Workers Compensation	Misc. General	979.84
Wyoming Public Defender Program	General/Attorney Fees	13,869.30
Treasurer, State of Wyoming	PHN	226.68
Yampa Valley Electric	Senior Center	190.83
Yampa Valley Electric	Road & Bridge	52.02

REVENUE SHARING

Child Development Center	Revenue Sharing, Soc. Ser.	150.00
Mountain Bell	Revenue Sharing, Soc. Ser.	73.99

COUNTY ATTORNEY

Craig Williams, Deputy County Attorney discussed the county personnel policies with the Commissioners.

A motion was made by Lemich, seconded by Grieve and unanimously carried to approve Lonesome Fox Corporation Easement to the abandonment of County Road #5.

EASEMENT

COMES NOW Lonesome Fox Corporation, and, for value received does hereby grant and convey to Gerald and Lawrence LeBeau, their heirs assigns, successors and permittees an easement for ingress to and egress from their land in Section 34, T20N, R78W, 6th P.M. along and across the existing road the centerline of which is described as follows:

Beginning at a point which bears N.42° 34' W. a distance of 1890.34 feet from the SE corner of Section 34, T20N, R78W, 6th P.M., Carbon County Wyoming;
THENCE S. 90° 00' W. a distance of 1,600 feet, more or less.

This easement shall be for the free and unimpeded use of the grantees, their heirs, assigns, successors and permittees in any manner they may desire and shall run with the land. Grantor will not inconvenience grantees in their use of said easement and grantees shall continue to enjoy those rights of ingress to and egress from their land as they have over the existing county road number five; but shall not be held to present use.

LONESOME FOX CORPORATION

ATTEST: /s/Clifford B. White
Secretary

By: /s/ Frances H. White
President

STATE OF WYOMING)
)
COUNTY OF Albany)

The foregoing instrument was acknowledged before me by Frances H. White this 5th day of April, 1983.

Witness my hand and official seal.

/s/ Hugh B. McFadden
Notary Public

My Commission Expires: 3/26/85

April 19, 1983

The following persons hereby acknowledge receipt of the foregoing easement and satisfaction therewith.

/s/ Gerald LeBeau
Gerald LeBeau

/s/ Lawrence LeBeau
Lawrence LeBeau

Bob Gibson, Rawlins Director of Parks and Recreation and Craig Williams, Deputy County Attorney presented a Joint Powers Agreement to the Commissioners. A motion was made by Lemich, seconded by Grieve and unanimously carried to approve the agreement and resolution as presented.

CITY OF RAWLINS, COUNTY OF CARBON, WYOMING

JOINT POWERS AGREEMENT

THIS JOINT POWERS AGREEMENT made and entered into between the City of Rawlins, a Wyoming municipal corporation, hereinafter referred to as the "City", and the County of Carbon, the body politic of the State of Wyoming, hereinafter referred to as the "County",

WITNESSETH:

WHEREAS, the parties hereto are agencies as defined by the Wyoming Joint Powers Act (Wyo. Stat. # 9-1-129 through # 9-1-136, 1977, as amended), hereinafter referred to as the "Act"; and

WHEREAS, the Act provides that any power, privilege or authority exercised or capable of being exercised by any agency may be exercised and enjoyed jointly with any other agency having a similar power, privilege or authority; and

WHEREAS, Under the laws of the State of Wyoming, the City and County each are granted certain powers, privileges and authorities which are similar to the powers, privileges and authorities granted to the others, including, but not limited to, the powers, privileges and authorities granted to pursuant to Wyo. Stat. #15-1-103 and Wyo. Stat. #18-2-204 which provide for the establishment of civic centers and other community buildings and facilities for recreational, educational, tourism, historical, social purposes and uses incidental thereto and

WHEREAS, the parties have determined that it is for the benefit of the City and County to jointly plan, create, expand, finance and operate the old penitentiary site as a civic center and community facility for recreational, educational, tourism, historical, social purposes and uses incidental thereto within the boundaries of the City of Rawlins and the County of Carbon, such facilities hereinafter referred to as the "Project"; and

WHEREAS, the City and County in order to facilitate the undertaking of the Project desire to create and organize a Joint Powers Board under the Wyoming Joint Powers Act,

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

1. Purpose. The purpose of this agreement is to establish a Joint Powers Board to be known as the Old Penitentiary Joint Powers Board pursuant to the Wyoming Joint Powers Act in order to jointly create, expand, plan, finance and operate a civic center and community building facility for providing recreational, educational, tourism, historical, social needs and other uses incidental thereto of the residents of the City and County at the site of the old penitentiary.

2. Duration. The duration of this agreement and the Board established hereby shall be of perpetual duration; however, this agreement and the Board may be dissolved and terminated by action of the City Council of the City or the Board of Commissioners of the County provided that this agreement and the Board shall not be dissolved or terminated so long as any outstanding financial obligations of the Board remain unpaid or adequate provisions for the payment thereof have not been paid.

3. Creation, Organization and Composition of the Joint Powers Board. It is hereby created pursuant to the Wyoming Joint Powers Act a Joint Powers Board between the City of Rawlins and the County of Carbon to be known as the Old Penitentiary Joint Powers Board and hereinafter referred to as the "Board". The Joint Powers Board shall constitute a separate legal entity entirely separate and distinct from the City and the County. The Board shall consist of seven (7) members, all of whom shall be residents of Carbon County. Three (3) of the members shall be selected and appointed by the City Council of the City of Rawlins, Wyoming, and three (3) of the members shall be selected and appointed by the Board of Commissioners of Carbon County. The City and County shall alternately select the seventh member with the City making the selection for the first term and the County making the selection for the second term and alternating thereafter.

The members shall be appointed within thirty (30) days of approval of this agreement by the State Attorney General. The appointment shall follow the following format:

Those members initially appointed shall be appointed with staggered terms so that one member from both the City and County shall be appointed for one year; one member from both the City and County for two years and one member from both the City and County for three years. The seventh member whose appointment alternates between the City and County shall have a one year term. Vacancies for unexpired terms shall be filled by appointment by the governing bodies of the participating agencies as provided below. Members of the Board may be removed for any reason or without notice or opportunity for hearing by the governing body of the participating agency.

All appointments of members to the Board shall be subject to revocation by the governing body making such appointment at any time and all appointments of successor members shall be made by the governing body which made the appointment of the retiring member. If a Board member ceases to be a resident of the jurisdiction making the appointment, then his or her membership on the Board shall terminate. 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.

April 19, 1983

Promptly following the appointment of its members, the Board shall meet, organize and elect from its voting members a chairman, secretary and treasurer. The Board shall specify in its bylaws the powers, duties and responsibilities of the office. The secretary of the Board shall notify the participating agencies of the 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. Upon filing of the certificate the Board shall automatically become a body corporation with powers hereinafter provided.

No individual member of the Board shall be personally liable for any actions or procedures of the Board. When actually engaged in the performance of their duties, the members of the Board shall receive no compensation except per diem and mileage allowances authorized for state employees.

The Board shall meet, in any event, not less than once each three (3) months, at the call of the chairman or upon oral or written request of the majority of the members or within five (5) days after request for a meeting by any participating agency. At any time there is an even number of members on the Board or in attendance at a meeting and such members are evenly divided on a question, the chairman of the Board of the meeting shall not vote on such question.

4. Powers and Duties of the Board. The Board may employ administrative and such other technical, legal and clerical assistance as is 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. The Board shall adopt such policies, bylaws and regulations not inconsistent with this agreement or the Wyoming Joint Powers Act as it may deem necessary to carry out the business of the Board.

The Joint Powers Board shall: (a) Keep minutes of all meetings that official action is taken as well as financial records; (b) fix time and places for the regular meetings provided that the regular meetings shall be held at least once each three (3) months; (c) cooperate with and solicit advice, counsel and recommendation of the governing bodies of the City and County; (d) keep the governing bodies of the City and County advised as to its progress and make such written and formal reports concerning its activities and finances as may be required by the parties.

The Board may: (a) sue and be sued in the name in which the Board is designated; (b) acquire, hold, convey, lease, rent and manage property, real and personal, for the benefit of the City and County, either alone or jointly, with private or public agencies, institutions, persons or corporations; (c) enter into agreements with public or private agencies, institutions, persons or corporations for the performance of acts or furnishing of services or facilities by or for the Board or City and the County as are authorized by law; (d) employ legal counsel and bear the costs of litigation; (e) accept or reject any federal, state or private gift, grant, benefit, bequest or divide money, property or services; (f) utilize the services of any office or employee of the City or County with the approval of the governing bodies of the City or County; (g) insure against loss of property.

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

5. Finances. The Board shall plan for the development of the facilities required in undertaking and providing for its project and make application to the appropriate agencies of the United States of America, State of Wyoming, for grants and/or loan funds as well as prepare an annual operating budget to the governing bodies of the City and County and may contribute funds to the Board as the governing bodies of the City and County deem appropriate from time to time. In addition thereto, the Board may pursuant to this agreement and the laws of the State of Wyoming make any other and all actions authorized under such laws to provide for necessary funding to acquire, construct, operate and equip any and all parts or the whole of the project specified herein.

6. Ownership of Project. Title to all facilities constructed pursuant to this agreement shall be vested in the Board. All property, whether real or personal, tangible or intangible, including all contracts in connection therewith and all improvements made thereto will be with the Board and will not be set over or alienated in any manner in the event that bonds or other obligations of the Board issued in connection therewith are outstanding except as security for payment of the principal of or premium and interest on such obligations. The interest of the City and County in the project and in the services of the project during the duration of the Board shall be determined by resolution of the Board subject to approval of the governing bodies of the City and County at the time such project is approved by the Board.

7. Termination, Dissolution and Distribution. The Board shall continue in existence until terminated by either party, provided, however, that the Board and this agreement shall not be dissolved nor terminated until all outstanding obligations of the Board shall have fully been paid or satisfied or provisions made for payment of the same have been made.

Upon satisfaction of all debts and obligations and prior to termination and dissolution, the Board shall convey all of its right, title and interest in all projects and facilities to the City and County which shall assume full ownership and title to the facilities, improvements or other property of such projects. In the event that the City and/or County prior to termination of the Board have incurred any actual cost to which the other has consented in writing, then that agency shall be compensated in a manner to be agreed upon between the City and County at the time such costs are incurred.

8. Severability. 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 circumstances determined by a court of proper jurisdiction to be invalid, such invalidity shall be limited to such persons, circumstances, term or provision and shall not affect other persons, circumstances, terms or provisions which can be given effect without invalidating the provisions or applications of this agreement.

This agreement is executed in accordance with the authorization for its execution by the City Council of the City of Rawlins and the Board of County Commissioners of the County of Carbon with the resolutions of each being duly attached and incorporated herein by this reference.

Executed on this 19th day of April, 1983.

April 19, 1983

THE CITY OF RAWLINS

By: /s/ Glen A. Woodbury

ATTEST:

/s/ Edna M. Francis

COUNTY OF CARBON

By: /s/ Robert Grieve

ATTEST:

/s/ Cindy Beck-Deputy County Clerk

RESOLUTION 1983-2

BE IT RESOLVED, by the Board of County Commissioners of Carbon County, Wyoming, being duly assembled at a regular meeting, that Carbon County, Wyoming, enter into a Joint Powers Agreement, a copy of which is attached hereto, with the City of Rawlins in accordance with the terms of the agreement attached hereto and incorporated herein by this reference.

DATED this 19th day of April, 1983.

BOARD OF COUNTY COMMISSIONERS
OF CARBON COUNTY, WYOMING

By: /s/ Robert Grieve
Robert Grieve, Chairman

/s/ Emil T. Lemich
Emil T. Lemich, Member

ATTEST:

COUNTY CLERK

By: /s/ Cindy Beck
Deputy

RESOLUTION NO. 4C-83

A RESOLUTION AUTHORIZING THE FORMATION OF A JOINT POWERS BOARD TO PLAN, CREATE, EXPAND, FINANCE AND OPERATE THE OLD PENITENTIARY SITE AS A CIVIC CENTER AND COMMUNITY FACILITY FOR RECREATIONAL, EDUCATIONAL AND SOCIAL NEEDS OF RESIDENTS OF THE CITY OF RAWLINS AND COUNTY OF CARBON.

WHEREAS, the City of Rawlins has previously discussed the advisability of entering into a Joint Powers Agreement with the County of Carbon as a participating agency; and

WHEREAS, the City of Rawlins finds that entry into such agreement is in the best interests of the City of Rawlins and its citizens; and

WHEREAS, there has been presented to this meeting a form of Joint Powers Agreement which should be approved and adopted.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF RAWLINS, CARBON COUNTY, WYOMING, as follows:

1. That the City of Rawlins enter into the Joint Powers Agreement above referred to, a copy of which is hereto annexed.

2. That the form of Joint Powers Agreement presented to this meeting and annexed hereto be approved and adopted.

3. That the Mayor and the City Clerk of the City of Rawlins, be, and they are hereby authorized and directed to execute this Resolution and the Joint Powers Agreement, which is annexed hereto.

PASSED, APPROVED AND ADOPTED this 19th day of April, 1983.

THE CITY OF RAWLINS,
A Municipal Corporation

ATTEST:

By: /s/ Glenn A. Woodbury
Mayor

/s/ Edna M. Francis
City Clerk

April 19, 1983

SARATOGA LIBRARY BOARD

Bess Sheller, Leonard Clark (Chairman), and Carol Palm met with the Commissioners to consider funds for a new library in Saratoga. Clark presented the Commissioners with the cost of the proposed building. Proposed cost of the new building is \$276,200.00. The Commissioners took this matter under advisement.

CHILD DEVELOPMENT CENTER

Cissy Whitfield, Executive Director of Child Development Center and Jessica Huffman, Board Member presented the budget proposal for the fiscal year 1983-84. The Commissioner's advised them that they needed a total budget proposal from the city and state as well as the county.

SARATOGA CHAMBER OF COMMERCE

Winnie Allen, President of Saratoga's Chamber of Commerce, Chuck Box, Manager and Patty Lufkin, Board Member asked the Commissioners if any county-owned property was available near Saratoga to build an areana. The Commissioners told them the only available land owned by the County was too small. The group was referred to the BLM in acquiring land through the Good Neighbor Policy.

CARBON COUNTY EMERGENCY SERVICES

Allen Bergstrand, Coordinator of Carbon County Emergency Services and Bill Stanley, owner of B & J Electric met with the Commissioners to discuss the purchase of a stand-by generator for the courthouse building.

ROAD AND BRIDGE

A motion was made by Lemich, seconded by Grieve and unanimously carried to execute the Project Agreement by and between the Wyoming State Highway Department and Carbon County Board of County Commissioners. A copy of the agreement is on file in the office of the County Clerk.

The following bids were received for construction on restroom facilities at the Carbon County Fairgrounds:

<u>Bidder</u>	<u>Shower Bldg.</u>	<u>Center Annex</u>	<u>Men's Restroom</u>	<u>Total</u>
L.M. Olson				\$187,300.00
Arrow Const.	\$65,994.00	\$62,794.00	\$27,212.00	156,000.00
S.C. & E., Inc.	82,309.54			
Howery Const.	104,430.00	90,715.00	47,296.70	242,441.70
Alta Const.	72,357.00	72,730.00	30,100.00	175,187.00
Mitchwood Const.	74,489.06	74,235.00	33,244.18	181,968.24

A motion was made by Lemich, seconded by Grieve and unanimously carried to accept the low bid of Arrow Construction in the amount of \$27,212.00. The low bid of Arrow Construction for the shower and center was accepted by the Fairboard.

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

COOPERATIVE AGREEMENT

THIS AGREEMENT, dated this 19th day of April, 1983, by and between the STATE OF WYOMING, by and through WYOMING GAME AND FISH DEPARTMENT, Cheyenne, Wyoming, hereinafter called the DEPARTMENT; and the CARBON COUNTY BOARD OF COUNTY COMMISSIONERS OF RAWLINS, WYOMING, hereinafter called the COMMISSION.

WHEREAS, the DEPARTMENT has developed public fishing areas at Diamond Lake and East Allen Lake in eastern Carbon County (see map);

WHEREAS, the public fishing areas are economically valuable to Carbon County;

WHEREAS, the DEPARTMENT and the COMMISSION desire to cooperate in maintaining about three (3) miles of public access roads to the two public fishing areas;

WHEREAS, road patrols owned by Carbon County periodically grade county roads in eastern Carbon County.

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable considerations, it is agreed by and between the Parties hereto as follows:

DEPARTMENT AGREES:

(1) To pay the Commission the sum of \$65.00 per hour for an estimated six (6) to nine (9) hours of rental of a road patrol to grade the public access roads to Diamond Lake and East Allen Lake.

COMMISSION AGREES:

(1) To grade each access road one time during the period of May 15 - June 15, 1983.

(2) To submit a bill (invoice) to the DEPARTMENT, by July 15, 1983, listing the dates when the access roads were graded and the number of hours of road patrol rental required to grade the public access roads.

This AGREEMENT shall be in full force and effect from May 15, 1983 through June 15, 1983, and be renewable annually through 1987, if mutually agreed by both parties.

IN WITNESS, WHEREOF, the Parties hereto have caused the Agreement to be executed under their respective names and seals through their duly authorized officers this day 19th of April, 1983.

STATE OF WYOMING

WYOMING GAME AND FISH DEPARTMENT

By: /s/ Bill Morris
Bill Morris, Assistant Director

ATTEST:

/s/ Glenn A. Shaffer
Glenn A. Shaffer
Chief Fiscal Officer

April 19, 1983

STATE OF WYOMING)
) SS
COUNTY OF LARAMIE)

On this 11th day of April, 1983, before me personally appeared Bill Morris to me personally known, who being by me duly sworn did say that he is an ASSISTANT DIRECTOR of the WYOMING GAME AND FISH DEPARTMENT for the STATE OF WYOMING and that the seal affixed to said instrument is the seal of the WYOMING GAME AND FISH COMMISSION and that said instrument was signed and sealed on behalf of the STATE OF WYOMING by authority of the said WYOMING GAME AND FISH COMMISSION and the said BILL MORRIS acknowledged said instrument to be the free act and deed of the STATE OF WYOMING acting by and through said COMMISSION.

/s/ David L. Hunt
Notary Public

My Commission Expires: September 8, 1986

THE BOARD OF CARBON COUNTY
COMMISSIONERS

ATTEST: By /s/ Robert Grieve (Seal)
Chairman

/s/ Mary G. Bradford by Cindy Beck Deputy County Clerk (Seal)
County Clerk

STATE OF WYOMING)
) ss
COUNTY OF CARBON)

On this 19th day of April, 1983, before me, County Clerk, Cindy Beck, Deputy County Clerk, within and for the County and State aforesaid, personally appeared Robert Grieve, Chairman, and Cindy Beck, Deputy Clerk, County Clerk, to me personally known, who, being by me fully sworn, did each say that they are the Chairman and Clerk, respectively, of the Board of County Commissioners, a corporation, and that the seal affixed to the foregoing and annexed instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of County Commissioners, and said Robert Grieve and Cindy Beck duly acknowledged that each had in their said official capacities executed the foregoing instrument as the act and deed of said county for the consideration and purposes therein mentioned and set forth.

Witness my hand and official seal this 19th day of April, 1983.

/s/ Cindy Beck, Deputy Clerk
Deputy County Clerk

A motion was made by Lemich, seconded by Grieve and unanimously carried to purchase a water truck from Mitchwood Construction in the amount of \$22,000.00.

COUNTY COMMISSIONERS

The Republican Central Committee submitted three names to be considered for the vacancy in the County Commissioners position. Those names were: Gary Olson, Bill Harshman, and James A. York. Robert Grieve moved to appoint James A. York of Encampment, Wyoming to fill the vacancy for the term April 19, 1983 thru January 7, 1985. Motion carried.

There being no further business, the meeting was adjourned.


Robert Grieve, Chairman

ATTEST:

/s/ Mary G. Bradford
County Clerk