

September 6, 1983

COMMISSIONER'S PROCEEDINGS

REGULAR MEETING

SEPTEMBER 6 and 7, 1983

The Board met at 10:00 A.M. Commissioners Robert Grieve, Emil Lemich, and James York were present. Robert Grieve, Chairman.

MINUTES of the meeting of August 16, 1983 were read and approved.

REPORTS of County Officers were audited and placed on file.

The following bills were approved for payment:

Wyoming Retirement System	Soc. Sec. - August, 1983	\$ 14,817.81
Equitable Life Assurance	Health Ins. - August, 1983	17,860.01
Wyoming Retirement System	Retirement - August, 1983	11,610.74
Acme Sanitary Supply Co.	Courthouse	237.62
Roy D. Adcock	Attorney	50.00
Advanced Receiver Research	Sheriff	439.80
Ag. Revolving	Extension	7.50
Allied Carriers	Road & Bridge	35.75
Allied Carriers	Extension	18.87
Allied Carriers	Road & Bridge	69.39
Alta Construction	In Lieu of Taxes	36,060.79
American Office Equipment	Attorney	981.35
American Office Equipment	Attorney	5,661.00
American Planning Assoc.	Planning & Development	355.00
Appraisal Journal	Assessor	65.00
Arrow Construction Co., Inc.	Severance Tax	4,993.00
Bailey School Supply	Extension	724.25
Sue Bartlett	Public Health Nurse	110.40
Jim Berger	Planning & Development	20.70
Bi-Rite Drug	Extension	290.83
Bi Rite Drug	Sheriff/Jail	196.62
Burkes Conoco	Sheriff	21.25
Burkes Conoco	Planning & Development	105.43
Les Burlington	Senior Center (Baggs)	284.25
Capitol Business Systems	Clerk	55.77
Carbon County Clinic	Jail	57.00
Carbon County Treasurer	Various	1,088.37
Carbon Power & Light	Senior Center	15.00
Cashway Lumber	Severance Tax	175.69
Chances R Trucking, Inc.	Road & Bridge	1,892.00
Childress Electric	Courthouse	128.88
Clark Boardman	Planning & Development	39.84
Bill Cooper	Planning & Development	27.60
Cooper Oil Company	Road & Bridge	6,326.59
Culligan	Courthouse	24.00
D & K Sanitation	Various	135.00
D & L Tire Service	Road & Bridge	28.50
DMG, Inc./Gillilan Insurance Agency	Clerk	939.18
John Darrington	Severance Tax	48.39
Derricos	Road & Bridge	124.50
Diamond International	Road & Bridge	24.84
Pat Diehl	Public Health (Wic)	20.01
Drifters Inn	Assessor	97.24
James P. Dyrud	Severance Tax	3,000.00
Ed's Automotive	Sheriff	93.25
Ed's Automotive	Sheriff	1,552.85
Town of Elk Mountain	Road & Bridge	16.60
Town of Encampment	In Lieu of Taxes	5,000.00
Engine Service Inc.	Road & Bridge	1,863.87
Fluty's Repair Service	Sheriff	32.41
Fowler Hardware	Road & Bridge	108.00
France Flying Service	Severance Tax	1,176.00
France Flying Service	Sheriff	1,861.50
Frank's Plumbing	Senior Center	222.38
Paul Fultz	Sheriff	70.18
Ron Garretson	Road & Bridge	6.14
Glenn Ashmore	Sheriff	10,300.00
Glen A. Glidden	Sheriff	36.00
Theodore Goldfarb	Coroner	750.00
Robert Grieve	Commissioners	122.39
Group W Cable	Jail	205.26
Hanna Fire Dept.	Severance Tax	950.59
Harrison, Erickson	Misc. General	250.00
Vickie Lea Haynes	Jail	50.00
Vickie Lea Haynes	Jail	25.00
Helton's Conoco	Fire Dept	12.00
Helton's Conoco	Sheriff	12.00
Helton's Conoco	Sheriff	52.00
Bridget Hettgar	Public Health Nurse	58.65
Hi-Way Drug	Jail	63.58
John Hoke, Oscar Hall	General	225.00
Holiday Inn	Extension Office	149.99
Horizon Stationers	Extension Office	158.39
Horizon Stationers	Planning & Development	8.61

September 6, 1983

Horizon Stationers	Attorney/Public Health WIC	\$ 36.95
Horizon Stationers	PHN/Clerk	76.01
Hot Springs Rea, Inc.	Road & Bridge	33.11
IBM	Various	673.00
IBM	Data Processing	29.68
IBM	Treasurer/Data Processing	3,153.00
IBM	Planning & Development	88.00
IBM	Road & Bridge	350.00
Ideal Furniture	Senior Center	549.95
Institute for Management	Planning & Development	19.95
Jakc's Body & Fender Repair	Sheriff	18.00
Janet Johnson	Public Health(WIC)	34.52
Johnson Publishing Company	Sheriff	104.50
Keary Advertising Co.	Clerk	500.10
A.P. Kirsch	Jail	350.00
Robert Konrath	Planning & Development	9.66
Landscape Design	Severance Tax	780.00
Emil T. Lemich	Commissioners Expense	43.41
Maberry's Glass Shop	Road & Bridge	130.00
McCord, Harley	Water Commission	279.00
McMahon Motors	Sheriff	359.75
Carbon County Memorial Hospital	Severance Tax	4,870.23
The Michie Company	Attorney	101.81
Mills Company	Various	798.21
John Miser	Clerk of Court	27.69
Montgomery Elevator	Carbon Building	302.75
Moorhead Print	Elections	28.50
Mountain Bell	Various	836.72
Mountain Bell	Various	3,479.84
Mountain Bell	Severance Tax	102.25
Neuman Transit	Road & Bridge	614.62
Neuman Transit	Road & Bridge	144.12
New Horizon Printing	Public Health(Wic)/Elections	498.25
Norman Newsome	Coroner	25.00
Nick's Cleaning Service	Carbon Building	3,260.33
Northern Gas Company	Road & Bridge	64.25
C.W. Ogburn	Jail	4,092.00
Carl Ogburn	Sheriff	36.00
Pacific Power & Light	Senior Center	1,185.02
Pacific Power & Light	Various	4,980.16
Sherrie Patch	Public Health	11.73
Madelaine Pellerin	Public Health Nurse	165.64
Sherrie Patch	Public Health Nurse	13.57
Perkins Oil	Road & Bridge	195.25
Perue Printing	Assessor/Treasurer	562.50
Peterson's Service Yard	Elections	5.00
Phillips Petroleum Co.	Sheriff	23.09
Pioneer Lumber	Courthouse	1.89
Pioneer Printing	Sheriff	31.63
Pitney Bowes	Clerk of District Court/Clerk	660.25
Plainsman	Clerk of Court	224.77
Precision Hardware	Carbon Building	48.44
City of Rawlins	Various	2,356.50
City of Rawlins	Various	2,789.10
Rawlins Linen	Courthouse	14.00
Rawlins Newspaper	Various	2,207.20
Rawlins Newspaper	Planning & Development	105.12
Shelly Reinholtz	Coroner	12.50
Pitney Bowes	Clerk	5,000.00
Rich Boyce Recreation	Severance Tax	3,485.00
Robo Car Wash	Planning & Development	9.00
Rocky Mountain Hooker	Misc. General	72.50
SC & E	In Lieu of Taxes	61,074.44
S & S Speciality	Severance Tax	2,086.17
Saratoga Sun	Road & Bridge	5.10
Saratoga Sun	Elections	38.25
Seahorn Brothers	In Lieu of Taxes	4,118.64
Seiloff Oil Company	Sheriff	213.10
Larry Shriner	Coroner	600.00
Marc Shriner	Coroner	25.00
Sinclair Marketing	Sheriff	21.17
Sinclair Marketing	Road & Bridge	7,510.00
Sinclair Marketing	Road & Bridge	2,861.80
Sinclair Marketing	Road & Bridge	20,036.25
Sinclair Marketing	Road & Bridge	7,187.85
Skyline Motors, Inc.	Carbon County Coroner	160.81
Snap On Tools	Road & Bridge	58.28
Square Shooters	District Court	100.45
Stage Stop General Store	Road & Bridge	5.30
State of Wyoming - DAFC	Various	895.05
Allan Stewart	Coroner	300.00
Doyle Thompson	Water Commissioner	254.49
3-M Company	Various	845.36
Triple E	Jail	320.50
Postmaster	Clerk of Court	2,000.00
Uniforum	Sheriff	406.50
Urban Land Institute	Planning & Development	160.00
Wagon Circle Med. Clinic	District Court	127.00
Lewis Waldron	Water Commission	106.64

September 6, 1983			
R. E. Wilson	Public Health	\$	250.00
Wise Agency	Various/Data Proc. Equip.		680.00
Wise Agency	Sheriff		60.00
Wise Agency	Sheriff		336.00
Wise Agency	Road & Bridge		1,192.00
Wise Agency	Coroner		102.00
Wise Agency	Sheriff		102.00
Wise Agency	Various		25,100.00
Withrow Construction	Road & Bridge		2,612.50
Woolworth	Jail		20.36
Wyoming Machinery	Road & Bridge		2,635.89
Wyoming State Bar	Attorney		110.00
State of Wyoming Highway Dept.	Road & Bridge		43.75
Wyoming Wholesale	Jail		451.85
Wyoming Wholesale	Clerk		4.95
Yampa Valley	Senior Center		525.00
James A. York	Commissioners		102.78
Zep Manufacturing	Jail		114.45

REVENUE SHARING

AVK Reddy	Revenue Sharing, Health		1,250.00
Carbon County Counseling Center	Revenue Sharing, Soc. Ser.		10,000.00
Robert Jack Smith & Assoc., Inc.	Revenue Sharing,Library		1,460.95
Trivest Enterprises	Revenue Sharing, Soc. Ser.		4,800.00

REBATES

Ronald W. Hopkins	Erroneous Assessment		73.54
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ABATEMENT

Quality Mobile Homes	Erroneous Assessment		120.86
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OIL SPRINGS ROAD

Debbra Johnson appeared before the Board to discuss the present status of the Oil Springs Road. The Road is in the legal process for consideration as a County Road.

BRIDGE AT ARLINGTON

Mr. C.M. Pitcher appeared before the Commissioners to discuss the status of a Bridge at Arlington which was lost to the Spring flood.

TOWN OF ENCAMPMENT

A motion was made by Lemich, seconded by York and unanimously carried to allow \$5,000.00 towards the purchase of a County fire and ambulance pager system in Encampment.

CARBON COUNTY ROAD & BRIDGE

The following bids were received: Grader Blades (Cutting Edges)

Neuman Transit	\$8967.50
Wyoming Machinery Co.	8630.00

Posts & Delineators

Culverts & Industrial Supply Co.	3022.50
Big "R" Manufacturing	3412.50

Culverts

Derrico's	14,477.20
Big "R" Manufacturing	10,123.20

A motion was made by Lemich, seconded by York and unanimously carried to accept the low bids of: Wyoming Machinery for the grader blades, Culverts & Industrial Supply Co. for the Posts & Delineators and Big "R" Manufacturing for the culverts.

A motion was made by York, seconded by Lemich and unanimously carried to call for bids on two (2) 1984 motor graders with plows and snow wings.

A motion was made by Lemich, seconded by York to call for bids for approximately 3500' of fencing at Middlewood Hill.

RYAN PARK SNOWMOBILE PARKING AREA

A motion was made by Lemich, seconded by York and unanimously carried to allow Earl Seahorn \$4118.64 additional compensation for construction work done on the Ryan Park Snowmobile Parking Area.

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

SEPTEMBER 7, 1983

The Board met at 10:00 A.M. Commissioners Robert Grieve, Emil Lemich and James York were present. Robert Grieve, Chairman.

September 7, 1983

## OLD PEN LEASE

A motion was made by Lemich, seconded by York and unanimously carried to execute the following Lease agreement and forward the same to the City of Rawlins and Joint Powers Board for their consideration and approval.

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into by and between the CITY OF RAWLINS and the COUNTY OF CARBON, hereafter designated as "Lessor", and the OLD PENITENTIARY JOINT POWERS BOARD, hereafter referred to as "Lessee",

## W I T N E S S E T H:

WHEREAS, the Lessor has leased from the State of Wyoming the State lands hereinafter described, and WHEREAS, the Lessee is a Joint Powers Board created pursuant to Wyoming Statute specifically for the purpose of administering the property which is the subject of this Lease, NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements and other conditions contained herein, IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. State Lease. A copy of the Special Use Lease of Wyoming State Lands between the State of Wyoming, City of Rawlins, and the County of Carbon is attached hereto and incorporated herein by this reference, and this Lease Agreement is made specifically subject to the terms thereof. In the event of any inconsistency between the terms of the Lease Agreement and the Special Use Lease of Wyoming State Lands, the Special Use Lease of Wyoming State Lands shall control.

2. Term. The term of this Lease shall begin at the effective date of June 1, 1983, at 5:00 P.M. and terminate at 5:00 P.M. on June 1, 1985, at which time Lessee shall have the preferential right to renew said Lease, unless the term of the Lease is terminated pursuant to the terms of the Wyoming State Lease described in Paragraph 1 above.

3. Premises Leased. The real property and improvements thereon described in Exhibit "A" of this Lease Agreement, with the exception of the areas designated "H", "I", "J" and "K", shall be the property which is the subject of this Lease Agreement.

4. Use. The property which is the subject of this Lease is to be used primarily as a civic and community center for the city, county and state-wide purposes, including recreational, educational, tourism, historical and social purposes. A list of uses is attached hereto and incorporated herein by this reference as Exhibit "B", which list is merely for explanatory purposes and is not intended as an all-inclusive list.

5. Maintenance. Lessee accepts the leased premises and its improvements and fixtures in their present condition, and, at the expiration of this Lease, will surrender premises to Lessor in approximately the same condition, reasonable wear and tear, damage from the elements, fire, acts of God, or other casualty excepted. Lessee shall not be required, nor shall Lessor, to maintain or upkeep or to perform any improvements on the premises. Lessee shall be obligated, however, to pay for any utilities which Lessee may obtain on the premises.

6. Liability Insurance. Lessee shall obtain and maintain throughout the term of this Lease liability insurance for bodily injury and property damage, with a One Million Dollar limit of liability. Lessee agrees to indemnify Lessor from any and all liability, loss or damage Lessor may suffer as a result of claims, demands, costs, or judgments against it arising out of this Lease Agreement and the use of the leased premises by Lessee, its officers, agents, employees, assigns, invitees, or otherwise.

7. Termination and Default. Should Lessee default in any of the terms of this Lease Agreement, then Lessor shall have the power and authority to elect and declare the term of this Lease ended after fifteen (15) days' written notice to Lessee of said default, but said termination shall not occur if the default is corrected within fifteen (15) days of receipt of notice. A default shall be defined as use of the premises for unlawful or illegal purposes, a breach of the terms of this Lease, or determination that this Lease was procured by fraud, deceit, or misrepresentation. The Lessee shall, upon termination of the Lease, surrender and deliver unto the Lessor possession of the premises.

8. Profit. Lessee agrees and warrants to Lessor that any profit derived by Lessee from the operation of the facilities described herein shall be used to improve the operation of the facilities. Within fifteen (15) days after receipt of written request from Lessor, Lessee shall provide Lessor full and complete access to all books and records in its possession and shall submit a full and audited financial report to Lessor.

9. Time of Essence. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed this 7th day of September, 1983.

CITY OF RAWLINS

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

September 7, 1983

COUNTY OF CARBON

By: -s- Robert Grieve  
Chairman, County Commissioners

ATTEST:

-s- Mary G. Bradford  
County Clerk

OLD PENITENTIARY JOINT POWERS BOARD

By: \_\_\_\_\_

WILDLAND COOPERATIVE FIRE CONTROL

A motion was made by York, seconded by Lemich and unanimously carried to execute an amendment to the annual Operating Plan of the Wildland Cooperative Fire Control Agreement.

CARBON COUNTY AGENT

A motion was made by York, seconded by Lemich and unanimously carried to call for bids on a 1984 Utility Passenger 4x4 vehicle with a 1979 Malibu trade in.

CARBON COUNTY PLANNING & DEVELOPMENT

A motion was made by Lemich, seconded by York to approve Case 83-07.

Case No. 83-07 - Zone Change - Harry Hunt, Box 205, Baggs, WY 82321. Zone change from RAM (Ranching, Agriculture, Mining) to RD-5 (Residential Development) on a 70 acre parcel of land legally described as parcels in the S½, SW¼ Section 5, Township 12 North, Range 90 West, and NW¼ Section 8, Township 12 North, Range 90 West, Carbon County, WY. Contingent upon County approval of covants and final plat.

Roll was called with the following results: Grieve, Aye; Lemich, Aye; York, Aye.

A motion was made by York, seconded by Lemich to approve Case No. 83-19.


Case No. 83-19 - Zone Change - Gary Claborn, Box 584, Rawlins, WY 82301. Zone change from RAM (Ranching, Agriculture, Mining) to RD-5 (Residential Development) on a 5 acre parcel of land legally described as a parcel in the SE¼ Section 13, Township 21 North, Range 88 West, Carbon County, WY.

Roll was called with the following results: Grieve, Aye; Lemich, Aye; York, Aye.

There being no further business, the meeting was adjourned.

  
Robert Grieve, Chairman

ATTEST:

  
Mary G. Bradford, County Clerk