

May 17, 1983

COMMISSIONER'S PROCEEDINGS

REGULAR MEETING

MAY 17, 1983

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

MINUTES of the meeting of May 3 and 4, 1983 were read and approved.

REPORTS of County Officers were audited and placed on file.

The following bills were approved for payment:

Atlas Reproduction	Extension	\$ 34.53
B & J Electric	Road & Bridge	161.00
Brad Ragan	Road & Bridge	275.00
Business Consultants, Inc.	Road & Bridge	60.00
Bow Standard	Sheriff	74.18
Bel Air Inn	Sheriff	43.68
Burkes Conoco	Coroner	42.60
Burkes Conoco	Extension	112.41
Bel Air Inn	Attorney	49.50
Build Rite	Senior Center/Rawlins	139.90
Business Consultants	PHN	60.00
Carbon Power & Light, Inc.	Road & Bridge	587.29
Conoco, Inc.	Sheriff	118.57
City Market	Elections	3.96
Colorado Outdoor Power	Bldgs. & Grds.	2,175.90
Cal Gas	Fire Dept.	64.71
Cooper Oil	Road & Bridge	2,624.93
Captured Image Gallery	Jail	65.41
Carbon Power & Light, Inc.	Senior Center/Encampment & Saratoga	581.98
Carbon Power & Light, Inc.	PHN	100.93
Joni Conroy	PHN	27.37
Carbon County Senior Services	1% Sales Tax	2,505.60
Carbon County Senior Services	1% Sales Tax	2,149.07
Carbon County Senior Services	1% Sales Tax	7,493.50
Donelan Pharmacy	Sheriff	3.99
Duplicating Service	Extension	93.59
Derrico's Inc.	Road & Bridge	142.00
Town of Dixon	Road & Bridge	11.00
Michael N. Deegan	Attorney	26.68
Pat Diehl	PHN/WIC	55.46
Town of Elk Mountain	Fire Dept.	36.55
Fowler Hardware	Road & Bridge	38.15
Fowler Hardware	Road & Bridge	12.37
Fowler Hardware	Road & Bridge	11.97
France Flying Service	Road & Bridge	123.75
Frank's Plumbing	Road & Bridge	138.00
Fitzgerald Equipment	Road & Bridge	118.96
Dr. George L. Greaser	Extension	200.00
Mary Gruenwald	Extension	70.00
The Georgetown Law Journal	Attorney	10.00
Hanna Automotive	Road & Bridge	81.55
Town of Hanna	Road & Bridge	9.00
Horizon	Sheriff	22.24
Holiday Inn	Sheriff	43.80
H. Larsen, Inc.	Road & Bridge	28.59
H. Larsen, Inc.	Courthouse	15.56
Horizon	In Lieu of Taxes	624.09
David Hamwey	Data Processing	550.00
David Hamwey	Data Processing	880.00
Holiday Inn	Road & Bridge	18.50
Horizon Stationery	Road & Bridge	115.08
Hot Springs County R.E.A.	Road & Bridge	46.55
Vickie L. Haynes	Jail	25.00
Horizon	Attorney	116.87
Holiday Inn	Attorney	18.10
Holiday Inn	PHN	19.24
Horizon	PHN	10.80
Bridgett Hettgar	PHN	36.80
Horizon	PHN	11.66
Town of Hanna	Severance Tax	25,000.00
Moore Bearing Company	Road & Bridge	69.47
Jade Lodge	District Court	23.00
Harold M. Johnson	District Court	100.00
Johnson Controls	Courthouse	502.00
J.H. Kaspar Oil Co.	Assessor	43.82
Janet Johnson	PHN/WIC	94.30
Janet Johnson	PHN/WIC	137.54
Bonnie Jacobsen	PHN	24.34
Kinnaman Supply Company	Road & Bridge	409.88
Kar Kraft	Sheriff	83.99
Kinnaman Supply	Sheriff	59.91
A.P. Kirsch	Severance Tax	750.00
Kilburn Tire Co.	Bldgs. & Grds.	1,094.85
Kinnaman Supply Company	Fire Dept.	2.83
Kinnaman Supply Co.	Road & Bridge	2,779.20
Lawco Police Supply	Sheriff	839.39
Moorehead's Print Shop	Clerk	5.80

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Medicine Bow Chamber of Commerce	Severance Tax	\$ 682.00
Maberry's Glass	Courthouse	36.00
Montgomery Elevator	Various	580.05
Mountain Bell	Various	766.91
Northwest Fixtures	Senior Center/Rawlins	79.56
Northwest Colorado Visiting Nurse Assoc.	PHN	1,179.33
Northern Gas Division	Various	7,648.47
C. W. Ogburn	Sheriff	39.78
Omar's Tent Shop	Courthouse	210.00
Pitney Bowes	Clerk	145.65
Sherrie Patch	PHN	16.33
Petersen Service Yard	Road & Bridge	168.80
Platte Valley Auto	Road & Bridge	22.80
Pioneer Lumber	Sheriff	31.25
Perkins Conoco	Sheriff	38.17
Pamida	Road & Bridge	19.55
Quality Inn	District Court	77.15
City of Rawlins	Various	760.00
Rasmussen's	PHN	195.00
City of Rawlins	Severance Tax	5,373.00
Rawlins Newspaper	Various	1,394.59
RKS Incorporated	District Court	18.00
Rawlins Linen	Courthouse	14.00
Sue Smith	PHN/WIC	20.70
State of Wyoming/Treasurer	PHN	178.98
Saratoga Auto Parts	Road & Bridge	39.28
Snap on Tools	Road & Bridge	250.00
Sydney Shauers	Data Processing	745.19
Seiloff Oil Co.	Various	1,531.50
Saratoga Sun	Clerk of Court	13.00
3-M	Clerk	837.99
Terry's Towing	Misc. General	40.00
Dallas Thompson	Fire Dept.	133.92
U.S. Welding & Supply	Road & Bridge	1,176.45
Leo Sheep Company	Road & Bridge	2,257.20
Van Nostrand Reinholt Company	Road & Bridge	29.69
Valley Telephone Company	Road & Bridge	11.01
Wyoming Wholesale	Clerk	4.95
Wyoming Wholesale	Jail	214.55
Welton Construction	Senior Center/Dixon & Saratoga	797.52
Wyoming Machinery	Road & Bridge	340.11
Wyoming Machinery	Road & Bridge	83.65
W.H. Manufacturing Company	Road & Bridge	190.97
Wycomco, Inc.	Sheriff	499.90
Wycomco, Inc.	Sheriff	638.00
Wycomco, Inc.	Sheriff	623.90
Webster's Service	Sheriff	146.10
Western Fire Equipment	Fire Dept.	128.29
Wise Agency, Inc.	Various	76.00
Wyoming Wholesale	Courthouse	190.60
Yampa Valley	Senior Center	193.32
Yampa Valley Electric	Road & Bridge	69.03
Zeiger Enterprises	Road & Bridge	29.00

REVENUE SHARING

Ideal Furniture Co.	Revenue Sharing, Libraries	2,221.20
Child Development Center	Revenue Sharing, Soc. Ser.	150.00
Brinkman Enterprises	Revenue Sharing, Recreation	150.00
Derby Construction	Revenue Sharing, Libraries	5,931.75
Mountain Bell	Revenue Sharing, Soc. Ser.	100.16

CARBON COUNTY AGRICULTURAL AGENT

Mary Gruenewald, University Extension Agent & County Director, requested funds to initiate the Expanded Food and Nutrition Education Program (EFNEP). The program would be partially funded by federal funds. The Commissioners took the request under advisement.

A motion was made by Lemich, seconded by York and unanimously carried to enter into the following agreement and resolution:

AGREEMENT

THIS AGREEMENT, Made and entered into by and between the University of Wyoming, hereafter referred to as the University, and the Board of County Commissioners of Carbon County, hereafter referred to as the County.

WITNESSETH: That Whereas, it is desired by the County to employ, under the Federal Smith Lever Act and the State Acceptance Act of 1915 and amendments thereto covering Extension Work in Agriculture and Home Economics, a University Extension Agent for the purpose of assisting and encouraging the general development of educational programs throughout Carbon County, and that said work shall be done and directed under the supervision of the Associate Director of the Agricultural Extension Service of the University of Wyoming;

NOW THEREFORE, For and in consideration of the covenants and agreements of each to the other running, and for other good and valuable consideration, as herein contained, the said parties agree as follows:

That each party to this agreement shall contribute annually to support the work, the cash sum, equipment and services indicated by the following schedule:

May 17, 1983

COOPERATING PARTIES

CASH CONTRIBUTIONS FOR: Salary

University of Wyoming Agricultural Extension Service	\$10,716.00
County of:	
Carbon	\$10,320.00

The County agrees to make its contribution to the University. The University will in turn make total disbursement of salary to the University Extension Agent being employed in the county.

Final payment of the annual contribution from the County must be received by the University prior to June 30 of each year.

In order that the University may receive the total County contributions for each fiscal year before June 30 of such year, the County agrees to make payments to the University as follows:

Four equal quarterly payments by August 10, November 10, February 10, and May 10.

THE TERMS AND CONDITIONS OF THIS AGREEMENT shall be and remain in force and effect from July 1, 1983 until June 30, 1984 unless terminated by mutual consent of the two parties involved.

In event this position becomes temporarily vacant the unused funds contributed by the County will be credited toward salary for a replacement; if the agreement is terminated the unused funds will be refunded to the County by the University.

IN WITNESS WHEREOF, The Board of County Commissioners of Carbon County, has caused this agreement to be executed by its Chairman on this 17th day of May, 1983, and the University of Wyoming has caused the same to be executed by the President of the University of Wyoming on this _____ day of _____, 19 ____.

UNIVERSITY OF WYOMING:

Carbon County

Associate Director of Extension

-s- Robert Grieve
Chairman, Board of County
Commissioners

Dean, College of Agriculture

President, University of Wyoming

ATTEST: -s- Mary G. Bradford
County Clerk

CARBON COUNTY ECONOMIC DEVELOPMENT COMMITTEE

Members of the Carbon County Economic Development Committee presented a budget request of \$40,650.00 for 1983-84. The Commissioners took the request under advisement.

CARBON COUNTY ROAD AND BRIDGE

Frank Smith, Road Supervisor and Sam Verplancke, Maintenance Supervisor presented their reports to the Commissioners.

SARATOGA AND DIXON SENIOR CENTERS

A motion was made by York, seconded by Lemich & unanimously carried to execute the following agreements.

AGREEMENT

THIS AGREEMENT made and entered into this 17th day of May, 1983, by and between Carbon County, Wyoming, a body politic incorporate (Owner) and S.C. & E., Inc., a Wyoming Corporation (Contractor).

WITNESSETH

That for and in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. The Contractor agrees to construct a Senior Citizens Center in Saratoga, Wyoming on Locust Street in the vicinity of Veterans Avenue in Saratoga, Wyoming as more particularly set forth on the plans for the Center attached hereto and incorporated herein by this reference. The Contractor shall complete all the improvements set forth on the attached plans and specifications, including, but not limited to all excavation, exterior and interior walls, roof system, ceiling system, plumbing, electrical, heating, kitchen appliances and fixtures, finishing, landscaping, and any and all items and work necessary to have a completed building in accordance with the plans, specifications and controlling codes.

2. The Contractor agrees to furnish a 100% performance bond and a 100% payment bond prior to commencing work.

3. All work is to be warranted for one (1) year from date of final acceptance and the performance bond shall remain in effect for this time period.

4. The work to be performed under this Agreement shall commence ten (10) days after written notice to proceed and completed and ready for use by September 1, 1983.

5. The Owner shall pay the Contractor the total sum of \$122, 482.00 subject to additions and deductions by change orders.

6. The Owner shall receive liquidated damages in the amount of One Hundred Dollars (\$100.00) per day for all time in excess of the contract time.

7. Progress payments shall be made every month with the payment being 90% of the work completed for the period billed as certified by the appropriate County official.

8. Final payment with retainage shall be forty-four (44) days after completion and acceptance by the Board of Commissioners of Carbon County, Wyoming, or their designated representative.

Dated this 17th day of May, 1983.

S.C. & E., Inc.

By: -s- Walter C. Miller

May 17, 1983

ATTEST:

By: _____
Secretary

CARBON COUNTY BOARD OF
COMMISSIONERS

-s- Robert Grieve
Chairman

-s- Emil T. Lemich
Member

-s- James A. York
Member

ATTEST:

-s- Mary G. Bradford
Mary Bradford

By: _____
Deputy

AGREEMENT

THIS AGREEMENT made and entered into this 17th day of May, 1983, by and between Carbon County, Wyoming, a body politic incorporate (Owner) and Alta Construction, a partnership (Contractor).

WITNESSETH

That for and in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. The Contractor agrees to construct a Senior Citizens Center in Dixon, Wyoming on the corner of D Street and Fourth Street in Dixon, Wyoming as more particularly set forth on the plans for the Center attached hereto and incorporated herein by this reference. The Contractor shall complete all the improvements set forth on the attached plans and specifications, including, but not limited to all excavation, exterior and interior walls, roof system, ceiling system, plumbing, electrical, heating, kitchen appliances and fixtures, finishing, landscaping, and any and all items and work necessary to have a completed building in accordance with the plans, specifications and controlling codes.

2. The Contractor agrees to furnish a 100% performance bond and a 100% payment bond prior to commencing work.

3. All work is to be warranted for one (1) year from date of final acceptance and the performance bond shall remain in effect for this time period.

4. The work to be performed under this Agreement shall commence ten (10) days after written notice to proceed and completed and ready for use by September 1, 1983.

5. The Owner shall pay the Contractor the total sum of \$87,575.00 subject to additions and deductions by change orders.

6. The Owner shall receive liquidated damages in the amount of One Hundred Dollars (\$100.00) per day for all time in excess of the contract time.

7. Progress payments shall be made every month with the payment being 90% of the work completed for the period billed as certified by the appropriate County official.

8. Final payment with retainage shall be forty-four (44) days after completion and acceptance by the Board of Commissioners of Carbon County, Wyoming, or their designated representative.

Dated this 17th day of May, 1983.

ALTA CONSTRUCTION

By: -s- Matt L. Hickman

CARBON COUNTY BOARD OF
COMMISSIONERS

-s- Robert Grieve
Chairman

-s- Emil T. Lemich
Member

-s- James A. York
Member

ATTEST:

-s- Mary G. Bradford
Mary Bradford

By: _____
Deputy

May 17, 1983

CARBON COUNTY ROAD & BRIDGE - HANNA SHOP

A motion was made by Lemich, seconded by York and unanimously carried to execute the following resolution.

RESOLUTION - 1983-3

WHEREAS, UNION PACIFIC LAND RESOURCES CORPORATION, (LESSOR), has tendered to the COUNTY OF CARBON, State of Wyoming, (Lessee), an agreement amending and extending to and including June 30, 1985, the term of Lease Agreement dated November 6, 1975, covering lease of site for storage and maintenance shop; trailer for security purposes, and roadway to gain access to said site, at Hanna, Carbon County, Wyoming; said Lease identified as UPLRC Audit No. 19925; and

WHEREAS, the Board of County Commissioners of the County of Carbon has said proposed agreement before it and has given it careful review and consideration; and

WHEREAS, it is considered that the best interests of said County of Carbon, State of Wyoming, will be subserved by the acceptance of said agreement;

THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CARBON COUNTY, WYOMING:

That the terms of the agreement submitted by said Lessor as aforesaid be, and the same are hereby accepted on behalf of said County;

That the Chairman of the Board of County Commissioners of said County is hereby authorized, empowered and directed to execute said agreement on behalf of said County, and that the County Clerk of said County is hereby authorized and directed to attest said agreement and to attach to each duplicate original of said agreement a certified copy of this resolution.

STATE OF WYOMING)
)
 ss
COUNTY OF CARBON)

I, Mary G. Bradford, County Clerk of the County of Carbon, State of Wyoming, hereby certify that the above and foregoing is a true, full and correct copy of a resolution adopted by the Board of County Commissioners of the County of Carbon, State of Wyoming, at a meeting held according to law at Rawlins, Wyoming on the 17th day of May, 1983, as the same appears on file and of record in this office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the corporate seal of said County this 17th day of May, 1983.

-s- Mary G. Bradford
County Clerk of the County of
Carbon, State of Wyoming

(SEAL)

SARATOGA AND DIXON SENIOR CENTERS

A motion was made by York, seconded by Lemich and unanimously carried to require S.C. & E., Inc., low bidder of Saratoga Senior Center and Alta Construction, low bidder of Dixon Senior Center to furnish a 100% performance and payment bond prior to commencing work. The Commissioners agreed that the County would pay for the bonds.

May 17, 1983

BUDGET REQUESTS

The following budget requests for the fiscal year July 1, 1983 to June 30, 1984 were submitted to the Board by the Budget Officer in compliance with Session Laws of Wyoming, 1980, Chapter 49, Uniform Municipal Fiscal Procedures Act, Article 3, Section 1, W.S. 9-7-340.

	Requested by <u>Department</u>	Recommendation by Budget Officer
County Commissioners	\$ 52,800	\$ 52,800
County Clerk	252,226	255,226
County Treasurer	181,675	192,475
County Assessor	182,000	183,000
County Sheriff	641,550	642,550
County Attorney	205,371	205,371
County Surveyor	109,150	109,150
County Coroner	41,200	41,200
Agriculture Department	100,069	122,002
District Court	178,000	187,000
Courthouse, Jail, Carbon Bldg., Senior Center	1,403,080	1,402,280
Road and Bridge	2,243,780	2,243,780
Water Commissioner	54,108	54,108
*Revenue Sharing	570,000	570,000
Elections	49,700	49,700
Health Officer	138,465	138,465
*Other General Accounts #1	782,600	782,600
*Other General Accounts #2	<u>2,515,294</u>	<u>2,587,094</u>
 TOTAL	 \$ 9,701,068	 \$ 9,818,801
Cash Reserve Fund	400,000	400,000
Depreciation Reserve Fund	<u>60,000</u>	<u>60,000</u>
 TOTAL REQUIREMENTS	 \$10,161,068	 \$10,278,801

*Break-Down of Other General Accounts and Revenue Sharing

FEDERAL REVENUE SHARING

Public Transportation	\$ 300,000	\$ 300,000
Social Services	135,000	135,000
Financial Administration	15,000	15,000
Health	<u>120,000</u>	<u>120,000</u>
 TOTAL	 \$ 570,000	 \$ 570,000

OTHER GENERAL ACCOUNTS #1

Unemployment Insurance	20,000	20,000
Retirement	150,000	150,000
FICA	183,000	183,000
Health Insurance	180,000	180,000
Compensation to State	20,000	20,000
Postage	23,000	23,000
Abandoned Vehicles	5,000	5,000
Gas & Oil (Ambulance, Fairboard, Weed & Pest)	10,000	10,000
Ambulance	65,000	65,000
Advertising & Publications	20,000	20,000
Attorney Fees (Public Defender)	21,000	21,000
Vital Statistics	500	500
Copying	1,000	1,000
State Institutions	2,500	2,500
Predator Control	30,000	30,000
Airport	41,600	41,600
Miscellaneous	5,000	5,000
County Court Costs	<u>5,000</u>	<u>5,000</u>
 TOTAL	 \$ 782,600	 \$ 782,600

OTHER GENERAL ACCOUNTS #2

Data Processing	122,400	143,800
Buildings & Grounds Supervisor	76,980	76,980
Planning & Development	104,632	104,632
County Fire Protection	345,500	395,500
Emergency Services Agency	36,782	37,182
1% Sales Tax	198,000	198,000
Payment In Lieu of Taxes	647,000	647,000
Severance Tax	<u>984,000</u>	<u>984,000</u>
 TOTAL	 \$ 2,515,294	 \$ 2,587,094

County Fair	209,710	209,710
County Museum	33,625	33,625
County Hospital	8,894,900	8,894,900
County Library	303,866	303,866
Jeffrey Center	74,498	74,498

May 17, 1983

There being no further business, the meeting was adjourned.



Robert Grieve, Chairman

ATTEST:



Mary G. Bradford, County Clerk

May 23/24, 1983

COMMISSIONER'S PROCEEDINGS

SPECIAL MEETING

The Board of County Commissioners met May 23rd and 24th, 1983. Grieve, Lemich, York were present. Grieve, Chairman.

BOARD OF EQUALIZATION

The Commissioners met to hear assessment protests. There were no verbal protests.

There being no further business, the meeting was adjourned.

BOARD OF COUNTY COMMISSIONERS



Robert Grieve, Chairman

ATTEST:



Mary G. Bradford, County Clerk