

September 4, 1984

## COMMISSIONER'S PROCEEDINGS

## REGULAR MEETING

SEPTEMBER 4 and 5, 1984

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

MINUTES of the meeting of August 21, 1984 were read and approved.

REPORTS of County Officers were audited and placed on file.

The following bills were approved for payment:

Wyoming Retirement System	Retirement-August, 1984	\$ 24,740.57
Wyoming Retirement System	Social Security-August, 1984	31,547.74
Blue Cross/Blue Shield	Health Ins. - August, 1984	15,155.14
AT & T	Various	2,025.53
Agricultural Ext. Service	Extension	2,580.00
Alco	Misc. General	93.01
Al Winzenried	Jail	52.80
Gilbert Arellano	Courthouse	45.00
Ark Industries	Planning & Development	12.00
Army Surplus	Bldgs. & Grounds	191.00
Art's Plumbing & Heating	Senior Center	77.48
B & J Electric	Senior Center/Carbon Bldg.	170.33
Sue Bartlett	Public Health	107.64
Bi-Rite Drug	Attorney	3.95
Burkes Conoco	Planning & Development	18.09
C & F Small Engine Repair	Senior Center	5.12
Thomas E. Campbell	Attorney	55.00
Capital Business Systems	Clerk of District Court	928.00
Captured Image Gallery	Planning & Development	7.40
Radio Shack & Carbon Co. TV	Attorney	5.16
Carbon Power & Light, Inc.	Road & Bridge	115.12
Colman Equipment	Road & Bridge	41.14
Consumers Gasoline Co.	Planning & Development	97.90
Bill Cooper	Planning & Development	27.60
Culligan of Rawlins	Courthouse	25.00
D & K Sanitation	Various	135.00
D & M Radiator	Road & Bridge	405.00
Dehnert/Richardson Assoc., PC	In Lieu of Taxes	880.00
Sylvia Downes	Public Health	17.02
Ed's Automotive	Sheriff	329.15
David E. Erickson	Misc. General	125.00
Clifford Forbes	Water Commission	443.92
Paul Fultz	Sheriff	26.26
Gerald's Auto Works	Planning & Development	21.00
Goeman General Tire	Road & Bridge	6,643.90
Robert Grieve	Commissioner Expense	105.02
Group W Cable of Rawlins	Sheirff	156.00
H.W. Moore Equipment Co.	Road & Bridge	11,166.00
H. Larsen, Inc.	Road & Bridge	55.96
Oscar Hall & John Hoke	Misc. General	225.00
Hanna Fire Department	Severance Tax	392.64
Hanna Herald	Planning & Development	25.00
Frederick Harrison	Misc. General	125.00
Herold Iron Works	Road & Bridge	102.00
Hi-Way Drug Store	Jail	38.83
IEM Corporation	Public Health	385.00
IEM Corporation	Various	1,697.50
Moore Bearing	Road & Bridge	243.67
J.H. Kaspar Oil Co.	Road & Bridge	4,311.00
Jim Jurgens	Coroner	300.00
Kinnaman Supply Co.	Road & Bridge	449.66
A.P. Kirsch	Jail	700.00
A.P. Kirach	Jail	350.00
Lackey's Service	Sheriff	150.55
Lawco Police Supply	Sheriff	344.97
Emil T. Lemich	Commissioners Expense	60.75
Little Snake River Conservation Dist.	Severance Tax	3,300.00
Harley J. McCord	Water Commission	362.70
Medicine Bow Post	Planning & Development	33.75
Memorial Hospital of Carbon County	District Court	3,835.05
The Michie Company	Attorney	508.56
Mills Company	Sheriff	158.00
Mountain Bell	Various	3,119.60
Mountain Fuel	Senior Center	6.48
National Chemsearch	Road & Bridge	290.18
New Horizon Printing	Election	4,757.00
Nick's Cleaning Service	Carbon Bldg.	3,611.58
Northern Gas	Various	418.00
Northwest Colorado VNA	Public Health	1,272.00
C.W. Ogburn	Jail	2,868.00
Pacific Power & Light	Various	4,551.95
Pacific Power & Light	Road & Bridge	170.26
Pamida	Misc. General	73.66
Sherrie Patch	Public Health	43.99

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Marian C. Patchen	Public Health(Wic)	\$ 462.59
John Peery	Coroner	300.00
Perkins Conoco	Sheriff	36.10
Pitney Bowes	Misc. General	63.00
Plainsman Printing & Supply	Clerk/Clerk of Dist. Court	364.75
Plateau Supply	Road & Bridge	50.80
Range Pathology	Coroner	750.00
Rawlins Automotive	Road & Bridge/Engineering	1,452.71
City of Rawlins	Various	3,614.85
Rawlins Fire Extinguisher	Road & Bridge	595.50
Rawlins Glass	Jail	4,725.75
Rawlins Glass	Planning & Development	100.00
Rawlins Newspaper	Planning & Development	104.72
Tami Reed	Extension	57.04
Zachary M. Rinderer	Coroner	600.00
Robert Jack Smith & Assoc.	Road & Bridge	40.50
Rule Radiophone Services	Coroner	24.50
Rule Radiophone Services	Coroner	73.50
Russell, Greenhawt, Rummel, & Erickson	District Court	120.00
Harry Russell III	Planning & Development	40.94
S.C. & E., Inc.	Various	32.23
Seiloff Oil Company	Sheriff	211.35
Sheep Magazine	Extension	12.00
Sheriff of Laurence County South Dakota	District Court	9.18
Shively Hardware Co.	Road & Bridge	1,974.49
Olin D. Sims	Water Commission	155.93
Sinclair Marketing	Road & Bridge	150.50
Sinclair Marketing	Road & Bridge	1,135.70
Sinclair Marketing	Road & Bridge	1,121.35
Sinclair Marketing	Road & Bridge	776.15
Sinclair Marketing	Road & Bridge	2,150.45
Skyline Motors, Inc.	Senior Center	3,200.00
Spartan Industries	Road & Bridge	256.90
State of Wyoming-DAFC	Elections	59.88
State of Wyoming-DAFC	Various	711.02
Stewart & Stevenson	Road & Bridge	126.41
Susan Stewart	Coroner	300.00
Loretta Taylor	Public Health	59.25
Terry's Towing	Attorney	217.50
Texaco, Inc.	Bldgs. & Grounds	23.95
3M Company	Assessor/Clerk	780.56
Triple E	Jail	10.80
Richard Tyler	Senior Center	2,700.00
U.S. Postmaster	Misc. General	2,000.00
Valley Crafts	Attorney	152.29
Valley Chevron	Road & Bridge	66.75
Carl L. Vyvey	Water Commission	62.93
Wagon Circle Medical Clinic	District Court	634.00
Lewis C. Waldron	Water Commission	100.13
Welton Construction	In Lieu of Taxes	37,144.98
Western Radio Communication	Road & Bridge	2,531.80
Western Radio Communication	Emergency Services	30.00
Wilson Equipment	Road & Bridge	17.25
R.E. Wilson	Public Health	250.00
Wise Agency	Misc. General	30.00
Wise Agency	Road & Bridge	118.00
Wise Agency	Road & Bridge/Sheriff	211.00
Woodward & Associates, Inc.	Misc. General	1,105.00
Workmen's Compensation	Misc. General	1,677.43
Wyoming Peterbilt	Road & Bridge	800.06
Wyoming Bar Assoc.	Attorney	175.00
Wyo. State Highway Dept.	Road & Bridge	6,796.60
Wyoming Wholesale	Clerk/Courthouse	162.60
Wyoming Wholesale	Severance Tax	17.45
Xerox Corporation	Clerk	325.00
James A. York	Commissioner Expense	83.76
Zep Manufacturing	Jail	170.55
Jennifer Oates	Extension	45.54

## REVENUE SHARING

Beltone Hearing Aid Center	Revenue Sharing, Soc. Ser.	220.25
Capital Business Systems, Inc.	Revenue Sharing, Soc. Ser.	244.95
Child Development Center	Revenue Sharing, Soc. Ser.	426.38
Horizon Stationery	Revenue Sharing, Soc. Ser.	67.28
Maberry's Glass Shop, Inc.	Revenue Sharing, Soc. Ser.	116.84
Mountain Bell	Revenue Sharing, Soc. Ser.	77.97
Mountain Bell	Revenue Sharing, Soc. Ser.	63.87
Western Wyoming Family Planning	Revenue Sharing, Soc. Ser.	593.98

## ABATEMENTS

Meta C. Lahrman	Erroneous Assessment	136.86
Philecty Tenant	Erroneous Assessment	161.16
S & K Cattle Company	Erroneous Assessment	91.14

## BONDS

Leonard A. Page	Memorial Hospital Board, Treas 7/10/84 thru 7/10/85	25,000.00
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Linda Hammer	Town of Encampment, Clerk/Treas.	
	9/13/84 thru 9/13/85	\$ 5,000.00
Brad Cary	Carbon County Recreation Board	
	Treasurer	
	7/1/84 thru 7/1/85	10,000.00

## DIXON AIRPORT

The Commissioners gave their approval for a request to seek assistance from the FAA in paving the Carbon County-Dixon Airport.

## CARBON COUNTY AGENT

Marilyn Gregory, the newly appointed extension agent was introduced to the Commissioners.

## WYOMING HIGHWAY DEPARTMENT

A motion was made by Lemich, seconded by York and unanimously carried to execute the signature block of the Urban System and Functional Classification Map-Rawlins.

## BAGGS SOLID WASTE BOARD

A motion was made by York, seconded by Grieve and unanimously carried to reappoint Phil Weber to the Baggs Solid Waste Board for a three year term beginning 9/2/84 and ending 9/2/87.

## CARBON COUNTY ROAD &amp; BRIDGE

A call for bid was made for 40 each 18"x40' C.M.P. 16 guage and 22 each 24"x40' C.M.P. 16 guage corrugated metal pipe.

The following bids were received:

Big "R" Manufacturing & Distributing, Inc.	\$13,692.80
Culverts & Industrial Supply Co.	14,901.20

A motion was made by York, seconded by Lemich and unanimously carried to accept the low bid of Big "R" Manufacturing.

A motion was made by York, seconded by Lemich and unanimously carried to call for bids for a motor grader.

A motion was made by York, seconded by Lemich and unanimously carried to approve Underground & Utility Permit No. U-105 for:

Northwest Pipeline Corporation to install a 4½" O.D pipe line along or across Wamsutter County Road at T16N, R93W, Section 1, SW½SW½.

## CARBON COUNTY SHERIFF DEPARTMENT

A motion was made by York, seconded by Lemich and unanimously carried to purchase a thiokol for search & rescue.

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

SEPTEMBER 5, 1984

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

## CARBON COUNTY PLANNING &amp; DEVELOPMENT

A motion was made by Lemich, seconded by York and unanimously carried to approve the attendance of Frank Alguire to the American Economic Development Council Western Regional Conference in Reno, Nevada, October 11 & 12, 1984.

## CARBON COUNTY FIRE DEPARTMENT

A motion was made by Lemich, seconded by York and unanimously carried to execute the following agreement & Memorandum of Understanding:

RURAL FIRE PROTECTION AGREEMENT

THIS AGREEMENT, made and entered into between the State of Wyoming through its Board of Land Commissioners, party of the First part, and Carbon County of Wyoming, party of the Second Part, in consideration of the mutual agreements, promises, covenant and performances by the parties as hereinafter provided:

## WITNESSETH:

WHEREAS, the said County has requested the cooperation of the State Board of Land Commissioners in the protection from fire of its rural resources.

WHEREAS, the Board of Land Commissioners has found that such cooperation is deemed highly necessary to enhance the fire protection organization.

NOW, THEREFORE, the said parties do hereby enter into this agreement to cooperate to suppress or prevent fires of all rural origin.

## ARTICLE I, the County of Carbon AGREES:

1. To set up a rural fire protection budget annually listing fire protection expenditures to be made. This budget, providing funds are available, is to be submitted to the State Forester for his review.

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2. To render a satisfactory accounting of all expenditures made under this agreement and to furnish the State Forester with a certified statement for all expenditures made listing date of expenditure, from whom procured, description of item, cost, etc.

3. To maintain equipment procured under this agreement strictly for fire suppression.

4. To use every proper means to bring about active cooperation of individual landowners with respect to all private lands afforded protection under this agreement.

ARTICLE II, the State Board of Land Commissioners, AGREES:

1. To supervise and render technical assistance for the proper functioning of the cooperative fire protection system, to include rural fire training.

2. To reimburse said County for all rural fire protection expenditures as set down in the annual budget.

3. To make such inspections of the equipment procured under this agreement as may be necessary to promote the effectiveness of said equipment.

4. To make the necessary audit and inspection of County records kept under this agreement that will assure budgetary adherence and fiscal integrity.

ARTICLE III, it is expressly understood and agreed between the parties hereto:

1. That excess property procured under this agreement shall be used under the terms covered by memorandum of understanding dated , 19 , and title to such excess property shall remain with the Federal government.

2. That this agreement shall remain in force and effect for an indefinite period of time unless terminated by either party upon ninety (90) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto cause this agreement to be executed on the 5th day of September 1984.

STATE OF WYOMING  
State Board of Land Commissioners

-s- Howard M. Schrinar  
Commissioner of Public Lands

Party of the First Part

-s- Carl E. Johnson  
State Forester

COUNTY OF CARBON

By -s- Robert Grieve  
Chairman

Party of the Second Part

By -s- Emil T. Lemich

By -s- James A. York

#### MEMORANDUM OF UNDERSTANDING

#### EXCESS PROPERTY

This memorandum is entered into between the State Forester and the Cooperators named below in order to set guidelines and clarify responsibilities in the use of governmental excess property obtained by the State Forester under the authority of the Cooperative Forestry Assistance Act of 1978 and the Rural Development Act of 1972.

#### I. PROCUREMENT:

1. Procurement of excess property will be by the State Forester through the General Services Administration as directed by rules of the U.S. Forest Service.

2. All costs of equipment, transportation, repairs and other costs will be paid by the Agency receiving property or equipment.

3. The State of Wyoming and the U.S. Forest Service will be held harmless against any and all losses, damages, costs, injuries, or claims thereof to persons or property (including the employees, agents, servants or authorized personnel of the State of Wyoming, Forestry Division or the U.S. Forest Service) involving, arising out of or resulting from Cooperator's use, possession, custody and control of the equipment provided and furnished pursuant to this Agreement.

#### II. OWNERSHIP AND ACCOUNTING:

1. Titles of all excess property will be retained by the Federal Government with only a registration certificate and a State GFD license plate for such equipment.

2. Excess property secured by an Agency will remain in possession of such agency and will not be recalled except under conditions beyond the control of the State Forester.

3. Excess property vehicles will be painted a fire engine red or lime yellow color, and shall be marked in such a manner as will indicate cooperation between the State and county. Decals for this purpose will be provided by the State Forester.

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4. Excess property of no further use will be disposed of by and under directions of the State Forester as directed by the conditions and terms of the State disposal system.

5. The State Forester will make periodic inspections of excess property to insure compliance with the intent of this memorandum. The State Forester will cause a biennial inventory to be made for the purpose of accounting for all equipment. The cooperating agency, upon demand of the inventory officer, will show or otherwise account for any property issued by the State Forester under this memorandum. Loss by fire, theft, etc., will be reported immediately to the State Forester with signed affidavit showing loss, cause, and recovery action attempted by the cooperater.

### III. LICENSING:

1. All excess property vehicles must bear a State GFD or county plate.

### IV. RESPONSIBILITY AND INSURANCE

1. The Cooperator agrees to assume full responsibility for accidents and injury occurring in or around excess property vehicles.

2. The Cooperator agrees to provide proof of sufficient insurance coverage on all excess vehicular equipment issued by the State.

### V. USE AND REPAIR

1. The Cooperator agrees to use excess property for fire protection only.
2. All repair and operating expense will be paid by the cooperators having possession of the equipment.
3. All operating equipment must be kept in good, serviceable and safe repair.

The agreement shall be effective from the date first appearing below and shall continue in force from year to year unless terminated by either party by six months written notice to the other.

With termination of this agreement, each party will retain its original equipment.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals this day and year written below.

Date September 5, 1984

Carbon County, Wyoming  
Cooperating Agency

-s- Robert Grieve  
Chairman, Board of Carbon County  
Commissioners

STATE OF WYOMING  
STATE FORESTRY DIVISION

-s- Carl E. Johnson  
State Forester

### DEPARTMENT OF HEALTH & SOCIAL SERVICES

The following amendment to the Community Program Block Grant was executed.

#### AMENDMENT

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 1984, between Carbon County Commissioners and the Department of Health and Social Services, Division of Community Programs, hereinafter referred to as parties.

WHEREAS on or about the 23rd day of July, 1984, the parties hereto entered into a written contract; said contract is herein incorporated by reference.

AND WHEREAS said parties have agreed to modify certain terms of said contract:

NOW, THEREFORE, it is AGREED that the provision, numbered II J, of the aforementioned previously executed contract be hereby amended to read:

J. Funds made available to the provider through this contract will be used for purposes specified in this contract and not for any other purpose. Prohibited uses of funds include but are not limited to:

1. For capitol construction projects or for the purchase of buildings or for other long term capital investments unless otherwise specifically provided herein;
2. To pay lobbying expenses for state and federal funds, including travel, per diem, telephone, printing or services of a lobbyist.

NOW, THEREFORE, it is FURTHER AGREED that the provision, numbered III A, of the aforementioned previously executed contract by hereby amended to read:

III. Responsibilities of the provider are as follows (failure to comply with one or more of the following provisions can result in the withholding of quarterly payments):

- A. Where the provider is a corporation, the board of directors shall be accountable for the performance of this contract.

NOW, THEREFORE, it is FINALLY AGREED that the provision, numbered II C of the aforementioned previously executed contract is hereby amended to read:

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In order to terminate a contract with a provider, the administrator will notify the president or chairman of the board of the directors of the program by certified mail that the division has determined that the program is not meeting the terms of the contract with the division. This notification shall be in the form of a formal complaint against the program. The complaint shall be handled in accordance with Chapter XI of the Rules and Regulations of the Division of Community Programs. A program which has had its certification revoked in accordance with the provisions of Chapter VIII of the Rules and Regulations of the Division of Community Programs is not entitled to a second hearing on termination of contract.

This agreement shall in no way act as a waiver of any of the conditions or obligations imposed on the parties by the aforementioned previously executed contract, and any rights which either of the parties may have by virtue of such former contract are to be considered as being of full force and effect.

Stanley H. Torvik  
Director, Department of Health &  
Social Services

Date

Julia E. Robinson  
Administrator, Division  
of Community Programs

Date

PROVIDER:

-s- Robert Grieve  
(Name and Title)  
Chairman, Board of County Commissioners

September 4, 1984  
Date

APPROVED AS TO FORM

-s- Margaret M. White  
Margaret M. White  
Assistant Attorney General

August 2, 1984  
Date

There being no further business, the meeting was adjourned.

  
Robert Grieve, Chairman

ATTEST:

  
Mary G. Bradford, County Clerk