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CARBON COUNTY, WYOMING - - TOWN OF SARATOGA, WYOMING  
IMPACT JOINT POWERS AGREEMENT

SEP 23 1976

#29

THIS AGREEMENT entered into on the 7th day of July, 1976, between the TOWN OF SARATOGA hereinafter referred to as SARATOGA, and CARBON COUNTY, WYOMING, a body politic and corporate, hereinafter referred to as Carbon County.

WHEREAS, the parties hereto are agencies as defined in Section 9-18.14, Wyoming Statutes, 1957, as amended, and Municipal Corporations, existing under and by virtue of Article XIII of the Constitution of the State of Wyoming; and,

WHEREAS the development of mineral resources and mining of coal near Saratoga, Wyoming will result in a substantial and dramatic increase in population both in Saratoga and Carbon County, Wyoming, with an accompanying demand for increased municipal services such as water, and sewer systems, far exceeding the capacity of such systems as they presently exist; and,

WHEREAS each of the parties hereto desires to furnish its citizens with services adequate to meet the needs caused by the anticipated impact so as to preserve the quality of life in the impacted area at the least cost to present and future residents; and,

WHEREAS each of the parties realizes that a joint and cooperative effort in the planning, engineering, creation, and financing of improvements and extensions to presently existing facilities will result in substantial economic savings to each party, and will provide methods of financing unavailable to either corporate body operating independently; and,

WHEREAS each party, to facilitate solution to the above enumerated problems, desires to create and organize a joint powers board under the Statutes of the State of Wyoming;

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

1. PURPOSE: The purpose of this agreement is to provide an orderly and economical method of jointly planning, creating, expanding, financing, and operating systems for the delivery of adequate water and sewage services to the residents of Saratoga, Wyoming, since the present system of Saratoga, Wyoming is inadequate to meet the needs occasioned by development of mineral resources and mining of coal near Saratoga, Wyoming.

2. DURATION, TERMINATION, AND DISTRIBUTION OF FACILITIES ON TERMINATION: The duration of this agreement and the joint power board created hereby shall be perpetual unless said agreement and board shall be dissolved and terminated by the joint action of the Governing Body of Saratoga, Wyoming and the Board of County Commissioners of Carbon County, Wyoming; provided, that the agreement and board shall not be dissolved or terminated so long as there exists outstanding financial obligations of the Board. Upon termination of this agreement and dissolution of any entity created pursuant to this agreement, all facilities, improvements, or other property constructed, created, or held by virtue of this agreement shall become the sole property of the Town of Saratoga, Wyoming.

3. CREATION, ORGANIZATION, AND COMPOSITION OF JOINT POWERS BOARD: There is hereby created pursuant to Sections 9-18.13 through 9-18.20, Wyoming Statutes, 1957, as amended, the Town of Saratoga, Carbon County, Impact Joint Powers Board hereinafter referred to as the Board.

a). The Board shall consist of five members, all qualified electors of Carbon County, three of whom shall be residents of Saratoga and two of whom shall be residents of Carbon County. The members shall be appointed by the Governing Body of Saratoga and the Board of County Commissioners of Carbon County, Wyoming, sitting in joint session.

b) Within two weeks of their appointment, the members of the Board shall hold an organizational meeting and shall determine by lot the terms of the members as follows:

- i) Two members shall serve for two years.
- ii) Two members shall serve for three years.
- iii) One member shall serve for one year.

Thereafter, all appointments shall be for a three year term and members shall be eligible for reappointment. In case a vacancy should occur, the Governing Body of the Town of Saratoga and the Board of County Commissioners of Carbon County, Wyoming; meeting in joint session, shall appoint a qualified person to fill the unexpired term.

c) Upon its organization, the Board shall adopt such policies, by-laws, and regulations, not inconsistent with the Agreement or the Wyoming Joint Powers Act, as it deems necessary to carry on the business of the Board.

#### POWERS AND DUTIES

4. The Board shall:

a) Keep minutes of all meetings at which official action is taken as well as financial records. Such minutes and records shall be public records.

b) Fix the time and place of regular meetings; provided, that a regular meeting shall be held at least once each three months.

c) Cooperate with, and solicit the advise, counsel, and recommendations of the Governing Body of the Town of Saratoga and the Board of County Commissioners of Carbon County, Wyoming.

d) Keep the Governing Body of the Town of Saratoga and the Board of County Commissioners of Carbon County, Wyoming, advised as to its progress and make such formal or written reports concerning its activities and finances as may be required by said Governing Body of the Town of Saratoga and the Board of County Commissioners of Carbon County, Wyoming.

5. The Board may:

a) Sue and be sued in the name by which the Board is designated.

b) Acquire, hold, convey, lease, rent, and manage property, real and personal, for the benefit of the participating towns, either alone or jointly with another public or private agency, institution, person, or corporation.

c) Enter into agreements with any public or private agency, institution, person or corporation for the performance of acts or furnishing of services or facilities by or for the Board of participating towns.

d) Employ legal counsel and bear the cost of litigation.

e) Accept or reject any federal, state, or private gift, grant, bequest, or devise of money, property, or services.

f) Utilize the services of personnel employed by the participating parties and, with the consent of the participating parties, employ such other persons as are necessary.

g) Insure against loss of property.

h) Subject to the approval of the participating parties, plan, create, expand, finance, or operate, systems for the delivery of municipal services, including those enumerated in Section 9-18.15(c), Wyoming Statutes, 1957, as amended.

i) Subject to this agreement, the statutes and constitution of the State of Wyoming, issue revenue bonds, and borrow money; provided, that all bonds and obligations of the Board shall be paid from a special fund consisting solely of revenues realized from the project of the Board and no bonds issued by the Board or loans negotiated by the Board may be general obligations of the Town of Saratoga, Wyoming, or Carbon County, Wyoming, nor shall they constitute nor give rise to a pecuniary liability of either of said parties or a charge against its general credit or taxing powers. These limitations shall be stated clearly on the face of each bond or other evidence of debt issued pursuant to this agreement.

6. ADDITIONAL POWERS AND DUTIES: In addition to the power and duties enumerated herein, the Board shall have all powers and duties enumerated in or reasonably implied from the Wyoming Joint Powers Act and other statutes of the State of Wyoming.

7. OWNERSHIP OF FACILITIES: a) Any facilities constructed under this Agreement by the Board shall be owned by the Board provided that the Board shall hold title to any facilities in trust for the benefit of the party which is intended to be benefited thereby.

b) Any funds received by the Board from any source shall be expended to carry out the purpose of this Agreement.

8. a) In addition to any other powers, the Board, in accordance with the provisions of the Wyoming Joint Powers Act, is authorized to seek a loan or loans from the Wyoming Farm Loan Board in an amount sufficient to cover the cost of the following:

i) Town of Saratoga, Wyoming to extend the water and sewer distribution systems and the sewer collection and treatment system.

b) In order to secure repayment of the principal and interest of the loan or loans referred to in subparagraph (a) of this section, each of the parties hereto pledges and agrees to pay over to the Board.

i) All tap fees from any system extended, charged or paid after the effective date of this agreement.

ii) The user fees from the extended portion of any system.

c) No tax revenue collected from the residents of one of the parties hereto shall ever be used or expended to pay the portion of any obligation attributable to or expended for the benefit of the party.

d) The ultimate responsibility for planning, construction and operating the extensions and improvements contemplated by this agreement shall rest with the Board, provided that the Board may, by separate agreement with each of the parties, delegate to each party the following functions:

- (1) Collection of tap fees and user fees,
- (2) Maintenance and daily operation of improved systems,
- (3) Supervision of construction, to the extent such functions are delegated, each party shall be deemed the agent of the Board.

9. BUDGET: The Board shall, each year, prepare a budget for financing its activities for the ensuing calendar year. Such budget shall be submitted to the Governing Body of each party on or before July 1st of each year.

10. It is recognized by both parties hereto that this agreement will not be a universal panacea for all problems created by the anticipated impact. Nothing in this agreement shall prevent either of the parties hereto from expanding, financing, and operating systems for the delivery of municipal services independently of the Board; provided, that neither party hereto shall undertake an individual project without advising the other party and the Board of its intentions.

11. This agreement shall become effective when resolutions evidencing its approval by the Governing Body of each party are adopted and attached hereto and when all actions required by law to be taken have been accomplished.

IN WITNESS WHEREOF this agreement was executed the day and year first above written.

TOWN OF SARATOGA, A WYOMING MUNICIPAL CORPORATION

ATTEST:

Jerry White  
Mayor

Nellie C. Wood  
Town Clerk

ATTEST:

CARBON COUNTY, WYOMING A BODY CORPORATE AND POLITIC

John Glode, Rustan  
Chairman of the Board

Mary G. Bradford  
County Clerk

APPROVED THIS 23<sup>rd</sup> day of September, 1976.

STATE OF WYOMING

V. Frank Mendicino  
Attorney General

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RESOLUTION

WHEREAS the Governing Body of the Town of Saratoga, a Wyoming municipal corporation, desires to enter into an amendment to the joint powers agreement with the Board of County Commissioners of Carbon County, Wyoming, a body corporate and politic, in order to accomplish the objects and purposes of the joint powers agreement which is attached hereto and by this reference expressly made a part hereof; which in effect increases the personal membership of said joint powers board; and

WHEREAS the Governing Body of the Town of Saratoga has met jointly with the Board of County Commissioners of Carbon County, Wyoming, for the purpose of approving and ratifying said amendment to joint powers agreement,

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the Town of Saratoga, Wyoming that the Mayor and Town Clerk are hereby authorized, directed and empowered to enter into the attached agreement on the part of the Town of Saratoga, Wyoming.

Dated and signed this 4 day of August, 1976.

Kathy Glade  
Mayor

Attest:

Nellie E. Hood  
Town Clerk

(SEAL)

FEB 01 1977

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AMENDMENT TO ARTICLE 3  
CARBON COUNTY, WYOMING -- TOWN OF SARATOGA, WYOMING  
IMPACT JOINT POWERS AGREEMENT THOMSON  
SECRETARY OF STATE

THAT AGREEMENT entered into on the 7th day of July, 1976, between the TOWN OF SARATOGA hereinafter referred to as SARATOGA, and CARBON COUNTY, WYOMING, a body politic and corporate, hereinafter referred to as Carbon County, is hereby amended in applicable part this 4th day of August, 1976 as follows, to-wit:

3. CREATION, ORGANIZATION, AND COMPOSITION OF JOINT POWERS BOARD: There is hereby created pursuant to Sections 9-18.13 through 9-18.20, Wyoming Statutes, 1957, as amended, the Town of Saratoga, Carbon County, Impact Joint Powers Board hereinafter referred to as the Board.

a) The Board shall consist of:

(i) Five (5) members appointed on the 4th day of August, 1976 with two (2) additional members to be appointed at a special joint meeting of the Governing Body of the Town of Saratoga and the Board of County Commissioners of Carbon County, Wyoming to be called after the members of the Governing Body of Saratoga for the year 1977 have been duly elected and qualified on the 3rd day of January 1977.

(ii) All qualified electors of Carbon County, Wyoming.

(iii) From and after the 4th day of August, 1976 and until the special joint meeting as delineated in Section 3(a)(i), supra, the Board shall be comprised of three residents and representatives of the citizenry of the Town of Saratoga; and two residents of Carbon County.

(iv) From and after the special joint meeting called in accordance with the provisions of Section 3(a)(i), supra, there shall be added and incorporated as full members of the Board one (1) additional member of the Town of Saratoga and one (1) additional resident of Carbon County.

b) Within two weeks of their appointment, the members of the Board on the 4th day of August, 1976 shall hold an organizational meeting and shall appoint members for the terms as follows:

(i) Two members shall serve for three years.

(ii) Two members shall serve for two years.

(iii) One member shall serve for one year.

Within two weeks of the appointment of two additional members in accordance with the provisions of Section 3(a)(1), supra, the

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members of the Board shall hold a special meeting and shall appoint the two newly incorporated members for terms as follows:

- (i) One member shall serve for three years.
- (ii) One member shall serve for one year.

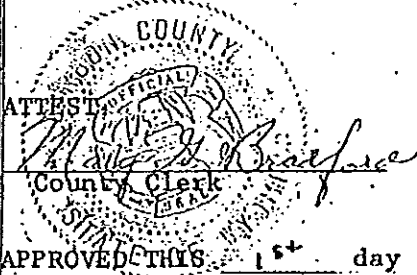
IN WITNESS WHEREOF this amendment was executed the day and year first above written.



Nellie E. Hood  
Town Clerk

TOWN OF SARATOGA, A WYOMING MUNICIPAL CORPORATION

Ruthy Glass  
Mayor



Walter B. Brafford  
County Clerk

CARBON COUNTY, WYOMING, A BODY CORPORATE AND POLITICAL

John L. ...  
Chairman of the Board

APPROVED THIS 1<sup>st</sup> day of February, 19 77

STATE OF WYOMING

V. Frank Mendicino  
Attorney General

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AMENDMENT

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TO SECTION ONE AND EIGHT OF SECRETARY OF STATE

THE TOWN OF SARATOGA, CARBON COUNTY, IMPACT JOINT POWERS BOARD  
AGREEMENT

THAT AGREEMENT entered into this 23rd day of September, 1976 between the Town of Saratoga, hereinafter referred to as Saratoga, and Carbon County, Wyoming, a body politic and corporate, hereinafter referred to as Carbon County, amended February 1, 1977 is hereby amended in applicable parts this 2nd day of April, 1979 as follows to wit:

WHEREAS, the Impact and Joint Powers Agreement approved by the State under date of September 23, 1976 and given number 29 and the amendment thereto under date of February 1, 1977 given number 35 shall be amended so as to provide an orderly and economical method of jointly planning, creating, expanding, financing and operating a medical facility within the Town of Saratoga, Carbon County, Wyoming so as to provide adequate medical assistance to the inhabitants of this vicinity.

NOW THEREFORE, in consideration of mutual promises, covenants and agreements herein it is understood and agreed between the parties as follows to wit:

Section 1. That Section 1 of the original Impact Joint Powers Agreement is amended by adding thereto the following language as Section "a".

a. The additional purpose of this Agreement is to provide an orderly and economical method of jointly planning, creating, building, expanding, financing and operating a medical facility on Block Thirty Five (35) of the Crawford Highlands Addition to the Town of Saratoga, Carbon County, Wyoming in order to provide adequate medical assistance to the inhabitants of this vicinity in the development of mineral resources and mining of coal near Saratoga, Wyoming.



Section 2. That Section 8 of the Original Impact Joint Powers Agreement is amended by adding a new Section designated new paragraph four (4).

(4) Collection of money rentals from the medical facility for the purpose of paying off the loan from the State of Wyoming, Wyoming Farm Loan Board in the sum of \$225,000.00 together with interest thereon at the rate of 5½% per annum. That the Joint Powers Board will assign and pledge the revenues received from rental of the Clinic or medical facility for repayment of the loan.

IN WITNESS WHEREOF this agreement was executed the day and year first above written.

TOWN OF SARATOGA, A WYOMING MUNICIPAL CORPORATION

Howard V.C. Davis  
Mayor

ATTEST:

Marilyn Bartlett  
Town Clerk

ATTEST:

CARBON COUNTY, WYOMING A BODY CORPORATE AND POLITIC

Mary R. Bradford  
County Clerk

Robert J. Lewis  
Chairman of the Board

APPROVED AS TO FORM AND EXECUTION

John D. Troughton  
ATTORNEY GENERAL  
by Mary B. Guthrie

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At 4:45 pm.

# 29

FEB 13 1980

AMENDMENT TO SECTION ONE AND EIGHT OF

THE TOWN OF SARATOGA, CARBON COUNTY,

60  
THYRA THOMSON  
SECRETARY OF STATE

IMPACT JOINT POWERS BOARD AGREEMENT

WHEREAS, an agreement was entered into the 23rd day of September, 1976, between the TOWN OF SARATOGA, CARBON COUNTY, WYOMING, hereinafter referred to as "Saratoga", and CARBON COUNTY, WYOMING, a body politic and corporate, hereinafter referred to as "Carbon County", which was amended February 1, 1977, and subsequently amended April 2, 1979, by the addition to Section 1 and Section 8 of the said Agreement information pertaining to the creation, building, expanding financing and operation of a medical facility in the Town of Saratoga, Carbon County, Wyoming, and

WHEREAS, the Joint Powers Board, Carbon County, and the Town of Saratoga, have concluded that the most expeditious way to construct the said medical facility is for a grant from Carbon County to the Town of Saratoga without usage of the Joint Powers Board.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements herein, it is understood and agreed between the parties as follows, to-wit:

SECTION 1. That Section 1 of the Amended Impact Joint Powers Agreement is amended by deleting therefrom the entirety of subsection a.

SECTION 2. That Section 8 of the Amended Impact Joint Powers Agreement is amended by deleting therefrom the entirety of subsection 4.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 2nd day of January, 1980.

CARBON COUNTY, WYOMING  
a body Politic & Corporate

TOWN OF SARATOGA, a Wyoming Municipal Corporation

By: Robert J. Grinn  
Chairman

By: Howard V. C. Davis  
Mayor

Attest: Mary A. Bencigara  
County Clerk

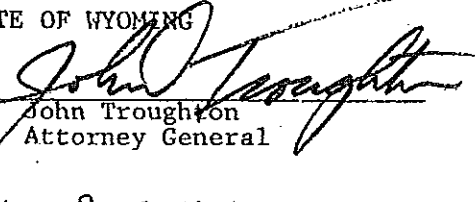
Attest: Murphy Schaeffer  
Town Clerk

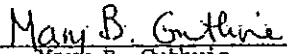
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APPROVED this 13th day of February, 1980.

STATE OF WYOMING

By:

  
John Troughton  
Attorney General

  
Mary B. Guthrie

Mary B. Guthrie  
Assistant Attorney General

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JAN 25 1982

THOMSON  
SECRETARY OF STATE

AMENDMENT TO SECTION 3  
OF THE TOWN OF SARATOGA, CARBON COUNTY,

IMPACT JOINT POWERS BOARD AGREEMENT

THAT AGREEMENT entered into the 23rd day of September, 1976, between the Town of Saratoga, hereinafter referred to as "Saratoga," and Carbon County, Wyoming, a body politic and corporate, hereinafter referred to as "Carbon County," is hereby amended in applicable parts this 21st day of September, 1981, as follows, to-wit:

WHEREAS paragraph 3 of the Impact and Joint Powers agreement approved by the State under date of September 23, 1976, has proven cumbersome and unworkable; and

WHEREAS it is the desire of the parties of said agreement to amend it in the following particulars;

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

Section 1. Section 3 of the original Impact Joint Powers agreement is amended to read as follows:

There is hereby created pursuant to Sections 9-18.13 through 9-18.20 Wyoming Statutes, 1957, as amended, the Town of Saratoga, Carbon County, Impact Joint Powers Board hereinafter referred to as "the Board."

A. The Board shall consist of seven (7) members, all qualified electors of Carbon County, Wyoming, four (4) of whom shall be residents of Saratoga and three (3) of whom may be residents of Carbon County residing outside the Town of Saratoga. As of the effective date of this amendment or the date of approval of this amendment by the Attorney General of the State of Wyoming, whichever date shall occur last, the Board now existing shall reorganize itself with the members thereof staggering their terms so that two members have terms of one year, two members have terms of two years and three members have terms of three years all expiring on the 31st day of July of their last year.

B. All appointments hereafter made shall be for a three year term and members shall be eligible for reappointment.

At least one (1) member sitting on the Board as a resident of Saratoga shall be an elected official of the Town of Saratoga and upon expiration of said official's elective term his seat on the Board shall be concurrently vacated without any further action and another elected official of the Town of Saratoga shall be appointed to serve the remainder of the term. Members shall be appointed by the Saratoga Town Council and the Carbon County Commissioners respectively on or before June 1st of each year. Vacancies

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CLERK OF STATE

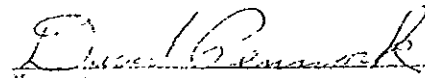
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for the remainder of a term shall be filled in the same manner.

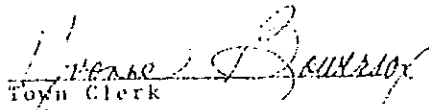
C. Upon its reorganization, the Board shall adopt such policies, by-laws, and regulations, not inconsistent with the agreement or the Wyoming Joint Powers Act, as it deems necessary to carry on the business of the Board.

IN WITNESS WHEREOF this agreement was executed the day and year first above written.

TOWN OF SARATOGA, A WYOMING  
MUNICIPAL CORPORATION

  
\_\_\_\_\_  
Mayor

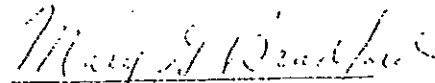
ATTEST:

  
\_\_\_\_\_  
Town Clerk

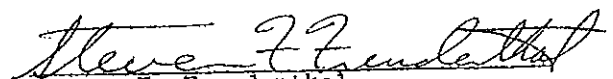
CARBON COUNTY, WYOMING  
A BODY CORPORATE AND POLITICAL

  
\_\_\_\_\_  
Chairman of the Board

ATTEST:

  
\_\_\_\_\_  
County Clerk

Approved as to form and execution on this 22nd day  
of January, 1982.

  
\_\_\_\_\_  
Steven F. Freudenthal  
Attorney General  
State of Wyoming