



-AGENDA-

CHAD EDWARDS, MAYOR

September 12, 2022

7:00 P.M.

THE TOWN OF EVANSVILLE

Council Members:
Joseph Knop
Candace Machado
Michael Scott
Dacia Edwards
Town Attorney Williams, Porter, Day & Neville
Town Engineer - WLC, Inc.

Town Clerk Janelle Underwood
Town Treasurer Lexi Erickson
Chief of Police Mike Thompson
Fire Chief Leo Malsom
P.W. Director Robert Lewallen

YouTube Channel <https://www.youtube.com/channel/UCB0HNSulhIk51ixwxexh55w>

Meeting called to order

Roll call

Pledge of Allegiance

Approval of Agenda

- 1) Consent Agenda
 - a. Approval of Minutes for August 22, 2022
 - b. Approval of Business Licenses - JNL Designs & Construction and Lundgren Construction Co.
 - c. Approval of Bills
- 2) Authorization for Mayor to Execute Metro Animal Shelter Services MOU
- 3) Ordinance #5-2022 – An Ordinance Adopting Revised & Updated Code of Ordinances (2nd reading)
- 4) Ordinance #6-2022 – An Ordinance Amending Chapter 13-2-7 – RV and Trailer Parking (2nd reading) Public discussion to be held
- 5) Public Comments
- 6) Adjournment

AGENDA SUBJECT TO CHANGE WITHOUT NOTICE

P.O. DRAWER 158, EVANSVILLE, WYOMING 82636-0158

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www.townofevansville.org • EMAIL: townclerk@evansvillewy.com

RECORD OF PROCEEDINGS

Meeting of the Evansville Town Council, Evansville, Wyoming

August 22, 2022

The regular meeting of the Evansville Town Council of the Town of Evansville, County of Natrona, State of Wyoming, was held at 7:00 p.m. in the Council Chambers of the Town Hall.

The meeting was called to order by Mayor Chad Edwards at 7:00 p.m. and upon roll call the following were present: Council Members Candace Machado, Michael Scott, and Dacia Edwards, Town Attorney Scott Murray, Town Engineer Shane Porter, Chief of Police Mike Thompson, Fire Chief Leo Malsom, Public Works Director Robert Lewallen, Town Clerk Janelle Underwood, and interested citizens.

Council Member Joe Knop asked to be excused.

Mayor Chad Edwards led the Pledge of Allegiance.

APPROVAL OF AGENDA: Motion was made by Michael Scott and seconded by Dacia Edwards to approve the agenda. Motion carried.

Mayor Edwards stated that he had an opportunity to have lunch that day with our seniors at Evansville's Meal Site. He stated that there is a program where the seniors can have discounted or donated meals. He said that the seniors meet every day and have different activities from card playing to exercise classes and wants everyone to know that this opportunity is available.

APPROVAL OF CONSENT AGENDA:

- a) Approval of Minutes for Regular Meeting August 8, 2022, and Work Session for August 15, 2022.
- b) Approval of Catering Permit – Butch's Happy Days Liquors
- c) Approval of Business License – Legendary Roofing and Construction

Motion was made by Michael Scott and seconded by Dacia Edwards to approve the Consent Agenda. Motion carried.

PUBLIC HEARING 7:00 P.M. – CDBG GRANT FOR TOWN OF EVANSVILLE SIDEWALK PROJECT:

Town Engineer Shane Porter stated that the Town applied for a WCDA CDBG -funded Neighborhood Development Program for a Sidewalk Project to install approximately 5,000 feet of sidewalk in the northeastern portion of the Town of Evansville where sidewalks currently do not exist and stated that the Town had to hold a Public Hearing prior to submitting the grant application. He said that the Town was approved for the grant and must now hold another Public Hearing to solicit public view, comments, and recommendations prior to signing the Grant Agreement.

Mayor Chad Edwards asked for any public comments concerning the WCDA CDBG-funded Neighborhood Development Program for a Sidewalk Project. A resident asked about the Town installing sidewalks along Lathrop Road. Mayor Edwards stated that the Town received a TAP Grant to install a multi-use path along Lathrop Road to start at Curtis Street and run east down to the area of Craig Thomas Boulevard. He stated that this is Phase One of the sidewalk installation and the Town will continue applying for grant funding to install more sidewalks in the southeast part of Evansville.

There being no further Public Comments, the Public Hearing was closed.

ATHORIZATION FOR THE MAYOR TO EXECUTE CDBG GRANT AGREEMENT – SIDEWALK

PROJECT: A Community Development Block Grant Agreement Between the Wyoming Community Development Authority and the Town of Evansville. Motion was made by Michael Scott and seconded by Candace Machado authorizing the Mayor to execute the Community Development Block Grant Agreement between the Wyoming Community Development Authority and the Town of Evansville. Motion carried.

ENGINEER'S REPORT: Town Engineer Shane Porter reported to the Governing Body that he had for approval, Resolution #8-2022, A Fair Housing Resolution for the Town of Evansville Sidewalks Project.

RECORD OF PROCEEDINGS

Meeting of the Evansville Town Council, Evansville, Wyoming

August 22, 2022

Motion was made by Dacia Edwards and seconded by Michael Scott to approve Resolution #8-2022. Motion carried.

Engineer Porter stated that he had a Residential Anti-displacement and Relocation Assistance Plan under Section 104(d) of the Housing and Community Development Act of 1974, as Amended, and needed authorization for the Mayor to execute.

Motion was made by Michael Scott and seconded by Candace Machado to authorize the Mayor to execute the Residential Anti-displacement and Relocation Assistance Plan under Section 104(d) of the Housing and Community Development Act of 1974, as Amended. Motion carried.

Engineer Porter said that he had Section 504 of the Rehabilitation Act of 1973 (Section 504) and Title II of the Americans with Disabilities Act of 1990 (Title II). Section 504 and Title II of the ADA prohibit discrimination on the basis of disability and contain specific requirements regarding accessibility for persons with disabilities form. He recommended authorization for Mayor to execute the form.

Motion was made by Michael Scott and seconded by Dacia Edwards authorizing the Mayor to execute the Section 504 form. Motion carried.

Motion was made by Michael Scott and seconded by Candace Machado to approve the Engineer's report. Motion carried.

LINDSAY ROYCE – HOUSING OF ANIMALS: Lindsay Royce advised the Governing Body that she is opening Fur Pet Sake Pet Center and will be located at 2060 Fairgrounds Road. She stated that this will be a non-profit facility and that she will be adding lots of different services such as a pet washing station, boarding and education classes. She said that she would like the opportunity to house the animals for the Town of Evansville rather than them going to Metro Animal Control and presented them with a proposed contract. She said that the longer the terms of time the lower the monthly fee that Evansville would pay.

Mayor Edwards asked Ms. Royce a couple of questions.

Council Member Michael Scott said that he spoke to someone that knows Ms. Royce and said that they spoke very highly of her.

Mayor Edwards thanked Ms. Royce for the information that she provided.

ORDINANCE #5-2022: An Ordinance Adopting Revised and Updated Code of Ordinances: First reading. Town Clerk Janelle Underwood summarized Ordinance #5-2022 and advised that this is to update the Town's Code Book. She said that this has been a two-year project and was excited for this updated Code of Ordinances and advised that once adopted, the codes for the Town of Evansville will be available on the website.

Motion was made by Michael Scott and seconded by Candace Machado to approve Ordinance #5-2022 on first reading. Motion carried.

ORDINANCE #6-2022: An Ordinance Amending Chapter 13-2-7 – Trailer Parking. First reading. Public comments were heard concerning the proposed trailer parking ordinance. After much debate and trying to find a compromise that will hopefully work for everyone, motion was made by Candace Machado and seconded by Michael Scott to amend Ordinance #6-2022 an exemption of the trailers on the streets from May 1st to October 31st and alter the winter times to 24 hours on the streets and 72 hours off the streets. Motion carried.

Motion was made by Candace Machado and seconded by Michael Scott to approve Ordinance #6-2022 as amended on first reading.

RECORD OF PROCEEDINGS

Meeting of the Evansville Town Council, Evansville, Wyoming

August 22, 2022

Councilwoman Machado – aye, Councilman Scott – aye, Councilwoman Edwards – nay.

Motion carried to approve Ordinance #6-2022 on first reading as amended.

PUBLIC COMMENTS: During public comments, Alona Vigneault spoke to the Governing Body concerning the proposal that Lindsay Royce with Fur Pet Sake Pet Center presented to the Governing Body. She stated that she thought that Ms. Royce's proposal and ideas were great but has concerns about Evansville pulling out of Metro Animal Control again. If the Town switched to Fur Pet Sake Pet Center and was not successful, what would the cost to Evansville be if Metro Animal Control was willing to take Evansville back again. Ms. Vigneault said that she loves the ideas that Ms. Royce has and loves that someone else is bringing in another rescue program, but was concerned of the risk factor with the program being so new and that the building will be leased with the option to purchase.

ADJOURNMENT: There being no further business, motion was made by Michael Scott and seconded by Dacia Edwards to adjourn at 9:10 p.m. Motion carried.

APPROVED: 

Chad Edwards, Mayor

ATTESTED: 

Janelle Underwood, Town Clerk

MEMORANDUM OF UNDERSTANDING
CONCERNING METRO ANIMAL SHELTER SERVICES
BETWEEN
THE TOWN OF EVANSVILLE, WYOMING
AND
THE CITY OF CASPER, WYOMING AND THE CASPER POLICE DEPARTMENT

This Memorandum of Understanding (MOU) is made and entered this 6th day of September 2022, with and effective date of September 6, 2022, by and between the Town of Evansville, Wyoming, a Municipal Corporation, (the “Town”), the City of Casper, a Municipal Corporation, (the “City”), Casper Police Department (“CPD”), and Metro Animal Shelter (“Metro”), an entity of the Casper Police Department.

RECITALS

WHEREAS, the Town, in keeping with its ordinances and resolutions, has certain needs to address animal control within its municipal boundaries, including providing for the custody and control of animals that come into its possession through the operation of its ordinances and resolutions; and

WHEREAS, the City of Casper, and the Casper Police Department, by way of Metro Animal Shelter, in keeping with its ordinances and resolutions likewise has certain needs to address animal control within its municipal boundaries, including providing for the custody and control of animals that come into its possession through the operation ordinances and resolutions; and

WHEREAS, the City of Casper, has established an animal holding facility, Metro Animal Shelter, for the housing of animals that come into its possession and control; and

WHEREAS, the Town does not have an animal holding facility for the housing of animals that come into its possession and control; and

WHEREAS, the Town and the City of Casper desire to coordinate, centralize, and economically work together for the benefit of the citizens of each community for animal care and control; and

WHEREAS, the Town and the City of Casper agree to exchange information and maintain communications in order to provide service to their citizens; and

WHEREAS, the City of Casper, for and in exchange for the consideration and covenants set forth in this MOU is willing to provide the Town certain animal control services in the form of the utilization of its animal holding facility, and the Town desires to acquire the same from the City of Casper; and,

WHEREAS, the Town and the City of Casper find it in their interests to extend the arrangement from their previous MOU entered into July 1, 2022, until such time as better data points can be determined to enter into a more permanent arrangement.

NOW THEREFORE, in exchange for the terms, conditions and covenants set forth herein the parties hereto warrant and agree as follows:

TERMS, CONDITIONS, AND COVENANTS

1. Services Provided. The services provided shall include boarding, medical care (subject to Section 5), provision of food, obedience evaluations, safe and sanitary living conditions, outdoor facilities, overall care, monitoring of the animals' wellbeing, use of facilities for deceased animals pursuant to Metro's policies, and, adoption services after the applicable waiting period has passed or court ordered instructions, for all animals that are confiscated by the Town's Animal Control Office and/or Police Department.
2. Monthly Fees.
 - a) The Town will pay the City \$2,667.77 per month for the services discussed in Section 1 for the term described in Section 10 below. Absent exigent circumstances, or a court order, animals arriving at the shelter shall be housed for five (5) business days.
 - b) The number of animals that may be turned over to Metro by the Town in each month of this MOU is capped at twelve (12) dogs and five (5) cats or small animals picked up by animal control officers. Additional animals may be turned over to Metro by mutual agreement at a cost of \$360.00 per animal per month, which shall be the responsibility of the Town, along with the Town paying all veterinary and medical bills.
3. Timing for Reclaiming Animal. Any owner may reclaim their animal or animals any time prior to expiration of the five (5) business day waiting period. Business days are Monday through Saturday, excluding holidays.
4. Collection of Fees. In the event that the animal's owner arrives to reclaim the animal, the fees shall be collected directly from the owner. The fees shall only amount to the number of days the animal was actually in Metro's care. These fees shall solely be the responsibility of the party reclaiming the animal(s). Any fees that are unpaid by the Owner through no fault of the City (such as an Owner's bounced check, or later dispute of a credit card transaction) shall be paid by the Town to the City within thirty (30) days of invoicing, and the City agrees to subrogate its fee claim against the Owner to the Town.
5. Medical Treatment.
 - a) If an animal needs medical treatment during the five (5) business day waiting period, referenced in Section 2, Metro shall, except in the case of a life-or-death

emergency of an animal (“emergency”), discuss this with the Animal Control Officer for the Town, and prior to providing any medical treatment, shall receive written authorization from an animal control officer from the Town.. An email will suffice for written authorization. In the case of an emergency, Metro shall use its reasonable discretion in deciding whether to provide medical treatment.

- b) The cost/expense of all veterinary services and other medical treatment provided for animals during the five (5) business day waiting period in excess of \$400.00 shall be the responsibility of the Town. The Town is responsible for all other veterinary and medical costs in excess of \$400.00 during each month for all medical care for all animals, not \$400.00 per month for each animal brought to Metro by the Town. The City shall send an itemized invoice to the Town, and the Town shall pay the City these fees directly within thirty (30) days of receipt of the invoice.
 - c) The Town shall coordinate with a veterinary service of its choosing prior to entering into this MOU.
6. Surrender of Animal. In the event an animal is not reclaimed during the five (5) business day waiting period, the animal shall be surrendered to Metro and any decisions relating to the disposition of the animal will lie solely with Metro shelter staff. In accordance with Section 5. b., The Town is responsible for the costs of all medical care provided for surrendered animals until the animal leaves Metro’s facility.
- a) The five (5) business day waiting period shall not apply to animals housed at Metro which are the subject of a pending court case in the Town of Evansville Municipal Court. Notwithstanding the foregoing, this provision shall not be used as a mechanism to compel an owner to pick up a citation issued by the Evansville Police Department.
7. Court Orders. In the event an animal is ordered by the Municipal Court Judge or Town Attorneys of the Town of Evansville to be held at Metro pending the outcome of a citation, or trial, the Town shall be responsible for the housing fees associated with said animal that are incurred by Metro after the five (5) business day waiting period.
- a) The City shall send an itemized invoice to the Town, and the Town shall pay the City these fees directly within thirty (30) days of receipt of the invoice.
8. Shelter Access.
- a) During the business hours when Metro is closed to the public, Monday through Friday from 08:00 am to 12:00 pm, and Saturday from 08:00 am to 01:00 pm, and holidays, animals can be brought to Metro after making arrangements with Metro staff by calling 307-920-2917, or such other number as may be provided by the City to the Town from time to time.

- b) During business hours when Metro is open to the public, Monday through Friday from 12:00 pm to 5:00 pm, animals can be brought to Metro by coming to the main entrance and contacting Metro shelter staff.
- c) Shelter access and/or drop-off for animals is not available at any other time than as set forth in this section.

9. Refrigerator Access.

- a) For deceased animals, the Town may use Metro's refrigerator for up to three (3) days per animal. However, after 3 days at the latest, The Town shall collect the animal for disposal.

10. Liability Insurance. The Town shall keep its liability insurance in place with the Wyoming Local Government Liability Pool or such other local government liability pool as is authorized by Wyoming Statutes. Each party to this MOU shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

11. Term/Duration. The term of this MOU is from September 6, 2022, until midnight on July 31, 2024.

12. Miscellaneous Provisions.

- a) *Governmental Immunity.* The Town and the City do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et. seq.*, and specifically reserve the right to assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Governmental Claims Act.
- b) *Amendment.* Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon in writing by both parties to the MOU shall be incorporated by written instrument, executed and signed by authorized representatives of both parties.
- c) *Authority.* Individuals signing this MOU on behalf of the Parties agree and represent that they have the legal authority to bind themselves, as representatives of the party to terms of this MOU.
- d) *Assignment.* Neither of the Parties shall assign this MOU or any terms, conditions, rights or obligations herein without the prior written consent of the other.
- e) *Severability.* The Parties agree that if any part, term, or provision of this MOU is held illegal or in conflict with any law of any governmental entity having jurisdiction over the Parties, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the MOU did not contain the particular part, term, or provisions

held to be invalid, unless the effect thereof would materially change the economic burden of, or benefit to, either party.

- f) *Governing Law and Jurisdiction.* The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming law. The Parties agree that the state courts of the State of Wyoming shall have jurisdiction over any and all actions arising out of this MOU and over the Parties, any filings shall be, and the venue shall be, in the applicable court of the Seventh Judicial District, Natrona County Wyoming.
- g) *Relationship of the Parties.* The Parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the Parties, and shall inure solely to the benefit of the Parties in determining and performing their obligations under this MOU. The Parties agree that the MOU may be executed at dates and times convenient to the Parties, and that the MOU shall be effective upon the date of the last endorsement necessary to secure a binding MOU, or the "Effective Date," whichever is later.
- h) *Execution.* This MOU may be executed in counterparts (including by facsimile or e-mailed portable document format file), all of which shall constitute one document, and that by the signature(s) hereto, the undersigned further agree that facsimile or e-mailed portable document format file signatures shall be effective for all purposes, unless original signatures are otherwise required by law.
- i) *Entire Agreement.* This MOU along with its exhibits and referenced documents and/or instruments, supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter hereof and contains all of the covenants and agreements between the Parties with respect to such matter, and each party to this MOU acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this agreement shall be valid or binding.

THOSE SIGNING BELOW CERTIFY THAT THEY HAVE CAREFULLY AND COMPLETELY READ THE FOREGOING, THAT THEY UNDERSTAND THE TERMS AND CONDITIONS SET FORTH HEREIN AND THAT ON BEHALF OF THEMSELVES AND THEIR AGENCY (IF APPLICABLE) THEY AGREE TO ABIDE BY SUCH TERMS AND CONDITIONS.

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Signature Page for the Town of Evansville

APPROVED AS TO FORM
(Attorney for the Town of Evansville)

TOWN OF EVANSVILLE, WYOMING

Chad Edwards
Mayor

Janelle Underwood
Town Clerk

Signature Page for the City of Casper

APPROVED AS TO FORM
(Attorney for the City of Casper)

Walker Trust

CITY OF CASPER, WYOMING

Ray Pacheco

Ray Pacheco
Mayor

ATTEST:

Fleur Tremel

Fleur Tremel
City Clerk



ORDINANCE #5-2022

AN ORDINANCE ADOPTING AND ENACTING A REVISED AND UPDATED CODE OF ORDINANCES FOR THE TOWN OF EVANSVILLE, WYOMING; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE.

WHEREAS, the Town of Evansville is a duly authorized municipal corporation under the laws of the State of Wyoming; and

WHEREAS, the Town of Evansville has revised and updated the code of ordinances for the Town of Evansville.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF EVANSVILLE, WYOMING:

Section 1. The Code entitled "Code of Ordinances of the Town of Evansville, Wyoming," published by Municode, consisting of chapters 1 through 40, each inclusive, is adopted.

Section 2. All ordinances of a general and permanent nature enacted on or before November 22, 2021, and not included in the Code or recognized and continued in force by reference therein, are repealed.

Section 3. The repeal provided for in section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.

Section 4. Unless another penalty is expressly provided by Wyoming Statute within a specific ordinance for the Town of Evansville, every person convicted of a violation of any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be punished by a fine not exceeding \$750.00. Except as otherwise provided by law or ordinance: (i) With respect to violations of this Code that are continuous with respect to time, each day that the violation continues is a separate offense; and (ii) With respect to violations that are not continuous with respect to time, each act constitutes a separate offense. The penalty provided by this section, unless another penalty is expressly provided, shall apply to the amendment of any Code section, whether or not such penalty is reenacted in the amendatory ordinance. In addition to the penalty prescribed above, the town may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.

Section 5. Additions or amendments to the Code when passed in such form as to show the intention to make the same a part of the Code shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments.

Section 6. Ordinances adopted after November 22, 2021, that amend or refer to ordinances that have been codified in the Code shall be construed as if they amend or refer to like provisions of the Code.

PASSED on first reading this ____ day of _____, 2022.

PASSED on second reading this ____ day of _____, 2022.

PASSED on third and final reading this ____ day of _____, 2022.

Chad Edwards, Mayor

Joe Knop, Council

Candace Machado, Council

Michael Scott, Council

Dacia Edwards, Council

ATTESTED BY:

ORDINANCE # 6-2022

**AN ORDINANCE TO AMEND CHAPTER 13-2-7¹ OF THE TOWN CODE,
TOWN OF EVANSVILLE, WYOMING**

WHEREAS, the Town of Evansville is a duly authorized municipal corporation under the laws of the State of Wyoming; and

WHEREAS, the Town of Evansville has the authority under Wyoming State Statutes to pass ordinances and codify the same to have appropriate laws for Evansville.

NOW, THEREFORE BE IT ORDINANCE, BY MAJORITY OF THE GOVERNING BODY OF THE TOWN OF EVANSVILLE, WYOMING, that Ordinance 13-2-7 of the Town Code be repealed in its entirety upon passage.

BE IT FURTHER ORDAINED, the following language is adopted by this ordinance and shall be codified in the Evansville Town Code as follows:

§13-2-7 RV AND TRAILER PARKING

1. **(a)** It shall be unlawful for any person to store or park any trailer or recreational vehicle
2. on any street or alley within the Town of Evansville from November 1st to April 30th for
3. more than twenty-four (24) consecutive hours and remain off the streets or alley for no
4. less than a seventy-two-hour (72) period of time. Peace officers may take enforcement
5. action when a formal complaint is filed by citizens with the police department, or if an
6. immediate safety hazard is present.

¹ Ordinance #6-2022, an ordinance adopting and enacting a revised and updated code of ordinances for the Town of Evansville, Wyoming is currently being considered with its first reading coming before the Town Council on August 22, 2022. This Ordinance will result in Town Ordinance 13-2-7 being renumbered to Town Ordinance 38-1-9. Upon passage of this Ordinance #6-2022, it will be codified in the Town Code for the Town of Evansville, Wyoming as Town Ordinance 38-1-9.

7. **(b)** Parking within twenty-five (25) feet of an intersection, or obstructing the emptying of
8. dumpsters and roll-out garbage cans is prohibited.
9. **(c)** Parking within fifteen (15) feet of fire hydrants, or more than twelve (12) inches from
10. the curb is prohibited.
11. **(d)** When parking in an alley for loading or unloading purposes, there shall be at least ten
12. (10) feet of clearance for traffic flow.
13. **(e)** Incremental movements or removal of the RV or trailer for a period less than forty-
14. eight (48) consecutive hours shall **not** be considered in determining the length of time the
15. trailer or RV has been parked at a particular location.
16. **(f)** Hoses, electrical cords, drainpipes, or any other thing that obstructs a sidewalk are
17. prohibited unless there is **active** loading or unloading occurring. Slide outs are only
18. allowed to be extended during the active loading and unloading process.
19. **(g)** Trailers and RVs shall be parked by the curb on the street in front of the residence
20. occupied by the registered owner of the RV or trailer only, unless they have secured
21. permission from the occupant of the residence where the owner of the RV or trailer
22. wishes to park.
23. **(h)** In the event two trailers or RVs are parked across from one another on any town
24. street/highway, causing a complaint or safety concern to the public, the second person to
- park shall be the one to move their RV or trailer. If it cannot be determined who
25. parked first, or addressed amicably between the owners, both owners shall remove the
- trailers or RVs for a forty-eight (48) hour period.

26. **(i)** No trailer, travel trailer, RV, or other recreational trailer shall be parked in the open space from the front of the residence extending the full width of the lot to the curb, so as to not block the view of the posted address, front door, or access sidewalk from the curb.
27. Exceptions are designated parking spaces on the side or sides of a residence, or inside the fenced area of the backyard.
28. **(j)** The penalty on a complaint-initiated offence shall be a fine of seventy-five (75) dollars per day. Upon a conviction under this ordinance, any trailer or RV still present in violation of this ordinance for a twenty-four (24) hour period after the conviction shall be towed. A person shall not be in violation of this ordinance if the person removes the RV or trailer from the town street or alley within twenty-four (24) hours after contact by an officer. If there is no contact by an officer, a posted notice giving seventy-two (72) hours
29. to remove the trailer or RV shall be made and shall constitute sufficient notice under this ordinance.
30. **(k)** Exception- a validated emergency involving the owner or user of the trailer
31. or RV that prevents them from removing the violation. Employees or business owner who are assigned or have work vehicles that have a trailer attached, and the trailers are actively being moved every working day.
32. **(l)** Trailers used by contractors for construction projects shall obtain a permit from the police department for the duration of the project, with no cost being charged.
33. **(m)** Definitions
34. **(i)** **Trailer** is any trailer pulled by a registered motor vehicle; it includes
35. flat beds, recreational trailers, livestock trailers, box trailers, car haulers, boat trailers or any other trailer not listed.

36. **(ii) RV or Recreational Vehicle** is a motor vehicle or trailer that includes living quarters
37. designed for accommodation.

38. **(iii) Active loading and unloading**, is the engaged and a purposeful manner of cleaning
and making ready for use cleanup of the RV that is not left un-attended for long periods.

PASSED on first reading this _____ day of _____, 2022.

PASSED on second reading this _____ day of _____, 2022.

PASSED on third and final reading this _____ day of _____, 2022.

Chad Edwards, Mayor

Joe Knop, Council

Candace Machado, Council

Michael Scott, Council

Dacia Edwards, Council

ATTESTED BY:

Janelle Underwood, Town Clerk