



-AGENDA-

CHAD EDWARDS, MAYOR

September 26, 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/UCB0HNSulh1k51ixwxexh55w>

Meeting called to order

Roll call

Pledge of Allegiance

Approval of Agenda

- 1) Consent Agenda
 - a. Approval of Minutes for September 12, 2022
 - b. Approval of Business Licenses – Rebuild Wyoming, LLC
- 2) Ratify Mayor's signature – MOU for Impact Assistance Funds for Anticline Wind, LLC
- 3) CEPI, L4 Communications, and Casper MPO – Walk the Block Event
- 4) Engineer's Report
- 5) Ordinance #5-2022 – An Ordinance Adopting Revised & Updated Code of Ordinances (3rd & final)
- 6) Ordinance #6-2022 – An Ordinance Amending Chapter 13-2-7 – RV and Trailer Parking (3rd & final) Public discussion to be held
- 7) Public Comments
- 8) Adjournment

AGENDA SUBJECT TO CHANGE WITHOUT NOTICE

P.O. DRAWER 158, EVANSVILLE, WYOMING 82636-0158
(307) 234-6530 • FAX: (307) 266-5109
www.townofevansville.org • EMAIL: townclerk@evansvillewy.com

RECORD OF PROCEEDINGS

Meeting of the Evansville Town Council, Evansville, Wyoming

September 12, 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, and Dacia Edwards, Town Attorney Scott Murray, Town Treasurer Lexi Erickson, Chief of Police Mike Thompson, Public Works Director Robert Lewallen, Town Clerk Janelle Underwood, and interested citizens.

Council Members Joe Knop, Michael Scott, and Fire Chief Leo Malsom asked to be excused.

Mayor Edwards led the Pledge of Allegiance.

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

APPROVAL OF CONSENT AGENDA:

- a) Approval of Minutes for Regular Meeting August 22, 2022
- b) Approval of Business Licenses for JNL Designs & Construction and Lundgren Construction Company
- c) Approval of Bills

Motion was made by Candace Machado and seconded by Dacia Edwards to approve the Consent Agenda. Motion carried.

AUTHORIZATION FOR MAYOR TO EXECUTE METRO ANIMAL SHELTER SERVICES

MEMORANDUM OF UNDERSTANDING: Town Clerk Janelle Underwood advised that she had the Memorandum of Understanding for the Metro Animal Shelter Services between the Town of Evansville and the City of Casper. She stated that this is to house the animals for the Town of Evansville and that it is a two-year agreement with a monthly cost of two thousand six hundred sixty-seven dollars and seventy-seven cents (\$2,667.77).

Mayor Edwards stated that this agreement is a continuation of the Temporary Agreement that was approved and is in lieu of further negotiations for a more permanent agreement.

Council Member Candace Machado said that there have been concerns with Metro and wanted to know if those concerns have been addressed and if the Town would be able to back out of the agreement before the two years was up if necessary.

Mayor Edwards stated that he knows that the City of Casper is working with Metro, and that he believes that an Oversight Committee was created to investigate any issues. Mayor Edwards stated that after consulting with the attorneys because it is Memorandum of Understanding and not a contract, if necessary, the Town could have further discussions.

Motion was made by Dacia Edwards and seconded by Candace Machado authorizing the Mayor to execute the Metro Animal Shelter Services Memorandum of Understanding. Motion carried.

AUHTORIZATION FOR MAYOR TO EXECUTE WYDOT AGREEMENT FOR MEMORIAL WAY:

Town Clerk Janelle Underwood advised that she had an agreement between the Town of Evansville and the Wyoming Department of Transportation to finish paving Memorial Way. She said that WYDOT's maximum federal urban funds available was four hundred sixty-nine thousand six hundred eighty-nine dollars (\$469,689.00) and the Town's match would be a little over nine- and one-half percent (9.51%). She stated that it is hopeful that the Town can get this project out to bid and get Memorial Way completely paved.

After discussion, motion was made by Dacia Edwards and seconded by Candace Machado to authorize the Mayor to execute the WYDOT Agreement to finish paving Memorial Way. Motion carried.

RECORD OF PROCEEDINGS

Meeting of the Evansville Town Council, Evansville, Wyoming

September 12, 2022

ORDINANCE #5-2022: An Ordinance Adopting Revised and Updated Code of Ordinances. Second reading. Town Clerk Janelle Underwoods summarized Ordinance #5-2022 on second reading.

Motion was made by Candace Machado and seconded by Dacia Edwards to approve Ordinance#5-2022 on second reading. Motion carried.

ORDINANCE #6-2022: An Ordinance Amending Chapter 13-2-7 – Trailer Parking. Second reading. Public comments were heard concerning the proposed trailer parking ordinance. Residents spoke in support of the current proposed ordinance with a suggestion that the Town should look at requiring permits to park trailers on the streets and not in favor of neighbors having to make complaints against neighbors.

Council Member Dacia Edwards stated that she has a commercial drivers' license, and her concern would be trying to maneuver around the campers and trailers while picking up garbage.

Dacia Edwards stated that she would like to make a motion to amend Ordinance #6-2022 to remove the exemption that was placed from May 1st to October 31st and the twenty-four-hour (24) limit outside of those hours and replace that with seventy-two hours (72) on the streets and forty-eight hours (48) off. The motion died due to the lack of a second.

Council Member Candace Machado asked Public Works Robert Lewallen to advise if he had any concerns for his department because Council Member Edwards posed the concern with Public Works maneuvering around the campers with the sanitation truck.

Public Works Director Robert Lewallen stated that he did not have any concerns with the proposed ordinance. He stated that a couple of campers have been hit in the past, but felt that it had to do with driver inexperience. He stated that when it comes to snow removal, the residents need to realize that they may have to dig their trailer out if it gets plowed in.

After further discussion, motion was made by Candace Machado and seconded by Mayor Edwards to approve Ordinance #6-2022 on second reading.

Mayor Chad Edwards called for a vote. Council Member Candace Machado – aye, Council Member Dacia Edwards – nay, Mayor Chad Edwards- aye.

Motion carried to approve Ordinance #6-2022 on second reading.

PUBLIC COMMENTS: There were no public comments.

ADJOURNMENT: There being no further business, motion was made by Candace Machado and seconded by Dacia Edwards to adjourn at 7:33 p.m. Motion carried.

APPROVED: 

Chad Edwards, Mayor

ATTESTED: 

Janelle Underwood, Town Clerk

**MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF
COMMISSIONERS OF THE COUNTY OF NATRONA, WYOMING, THE CITY OF
CASPER, WYOMING, THE TOWN OF EVANSVILLE, WYOMING, THE TOWN OF
BAR NUNN, WYOMING, THE CITY OF MILLS, WYOMING, FOR IMPACT
ASSISTANCE FUNDS**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into this ___ day of September, 2022, by and between, the Board of Commissioners of the County of Natrona County, Wyoming, a body corporate and political subdivision of the State of Wyoming, (hereinafter referred to as “Natrona County”) whose address is 200 N. Center, Suite 115, Casper, WY 82601, the City of Casper, Wyoming, a Wyoming municipal corporation (hereinafter referred to as “Casper”) whose address is 200 N. David St., Casper, Wyoming, 82601, the Town of Evansville, a Wyoming municipal corporation, (hereinafter referred to as “Evansville”) whose address is PO Box 158, Evansville, Wyoming 82636, the Town of Bar Nunn, a Wyoming municipal corporation, (hereinafter referred to as “Bar Nunn”) whose address is 4820 North Wardwell Industrial Avenue, Bar Nunn, Wyoming 82601, and the City of Mills, a Wyoming municipal corporation, (hereinafter referred to as “Mills”) whose address is PO Box 190, Mills, Wyoming 82644 and hereinafter collectively referred to as “Party” or “Parties.”

WHEREAS, in July, 2022, Anticline Wind, LLC submitted to the Wyoming Department of Environment Quality, Industrial Siting a Section 109 (as a contested case) Permit Application pursuant to W.S. § 35-12-109 for the Anticline Wind Energy Project (hereinafter referred to as “Project”).

WHEREAS, Anticline Wind, LLC (Applicant) filed an Application for a Permit to construct and operate the Anticline Wind Energy Project (the Project) located approximately fifteen (15) miles north of Casper, Wyoming on a site consisting of with construction to be in two phases. The Applicant proposes to construct a wind energy facility to produce up to 175 megawatts of energy. The primary project components include up to 52 turbines, transformers, electrical collector lines, turbine access roads, meteorological towers, among other components necessary among other components necessary for completion and commercial operation of the Project. The project is located on approximately 23,205 acres of private lands in Natrona County. Construction is anticipated to commence in 2024, for phase 1, and be completed by the end of 2026, for phase 2. Construction manpower is anticipated to peak at 119 temporary workers in phase 1, and 67 in phase 2, with a permanent employment of up to 7 persons thereafter. No part of the application requirements have been waived by the Director.

WHEREAS, Wyoming industrial development information and siting rules and regulations define the phrase “area or local government primarily affected by the proposed industrial facility” as “any defined geographical area in which the construction or operation of the

industrial facility may significantly affect the environment, population, level of economic well-being, level of social services, or may threaten the health, safety or welfare of present or expected inhabitants” and the definition includes “any such county, incorporated municipality, school district, or combination thereof formed under Wyoming Joint Powers Act,” Chapter 1, Section 2(b), Wyoming Department of Environmental Quality, Administrative Rules and Regulations.

WHEREAS, application for the project recommended that the local governments considered primarily affected by the proposed project include Natrona County and the communities of Casper, Evansville, Bar Nunn and Mills.

WHEREAS, the Parties are the governing bodies of five of the local governments which will be primarily affected by the proposed facility.

WHEREAS, the Parties desire to enter an agreement to determine the amounts and schedule for payment distribution of impact assistance funds for the Project.

Now, therefore, in consideration of the Recitals, the terms and conditions hereinafter contained, and for such other good and valuable consideration, the receipt and sufficiency of which are herein acknowledged, the Parties agree as follows:

1. **Duration of MOU.** This MOU shall be in full force and effect for the period commencing this _____ day of September, 2022 and shall remain in effect until the Project is terminated.

2. **Purpose.** The purpose of this MOU is to provide the Industrial Siting Council pursuant to W.S. § 39-15-111(c) and (d) and W.S. § 39-16-111 (d) and (e) an amount and schedule for distribution of impact assistance funds as agreed by the Parties.

2. **Amount & Schedule for Distribution of Impact Assistance Funds.**

3.01. The Parties agree to the amount and schedule for distribution of impact assistance funds as outlined in Exhibit A which is attached hereto and incorporated herein. The Parties’ funding requests contemplate that the Project is likely to occur during the same period and in a similar location to other Industrial Projects and the Parties’ impact assistance funding requests for the Project were modified accordingly, and do not include duplicate impact funds.

3.02. Should a Party request that a distribution be adjusted, revised or modified, the Party shall first seek approval of all Parties prior to submittal to the Industrial Siting Council for their request for any modification of amount or distribution of impact assistance funds. The Parties shall take into consideration the factors as outlined in the Industrial Siting Rules as to whether the social and economic impacts have changed and establish a new distribution if necessary. The Parties may enter into an MOU with another Party to adjust, revise or modify a

Party's amount of distribution of impact assistance funds; however, such MOU shall be forwarded to the Industrial Siting Council for review and approval.

4. General Provisions.

4.1. Amendments. Any party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the Parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all Parties to this MOU.

4.2. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the Parties, and the venue shall be the 8th Judicial District of the State of Wyoming, Converse County, Wyoming.

4.3. Entirety of MOU. This MOU, consisting of nine (9) pages and one (1) additional page incorporated herein as Attachment A, represents the entire and integrated MOU between the Parties and supersedes all prior negotiations, representations and MOUs, whether written or oral.

4.4. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either Party may renegotiate the terms affected by the severance.

4.5. Governmental Immunity. The Parties and their respective governing bodies do not waive their governmental immunity by entering into this MOU, and each fully retains all immunities and defenses available under W.S. § 1-39-104(a) and all other immunities provided by law with respect to any action based on or occurring as a result of this MOU.

4.6. Indemnification. Each Party to this MOU shall assume the risk of liability arising from its own conduct. No Party agrees to insure, defend or indemnify the other Parties.

4.7. Other Interagency MOUs. All Parties to this MOU acknowledge that this MOU does not preclude or preempt each of the Parties individually entering into an MOU with one or more Parties to this MOU or outside of this MOU to modify the amount and distribution schedule of impact assistance funds as outlined in 3.02 herein. Such MOU's shall not nullify the force and effect of this MOU.

4.8. Titles Not Controlling. Titles of paragraphs are for reference only, and shall not be used to construe the language in this MOU.

4.9. Waiver. The waiver or any breach of any term or condition in this MOU

shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

4.10. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

4.11. Time is of the Essence. Time is of the essence in all provisions of the MOU.

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IN WITNESS WHEREOF, the Board of County Commissioners has caused this Memorandum of Understanding to be signed and executed in its behalf by its Chairman, and duly attested by its County Clerk.

BOARD OF COMMISSIONERS OF THE COUNTY OF NATRONA, WYOMING:

By: _____
Paul Bertoglio, Chairman

Date: _____

ATTEST:

By: _____
Tracy Good, Natrona County Clerk

IN WITNESS WHEREOF, the City Council has caused this Memorandum of Understanding to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk.

THE CITY OF CASPER, WYOMING:

By: _____
Ray Pacheco, Mayor and President of the
City Council

Date: _____

ATTEST:

By: _____
Fleur D. Tremel, Casper City Clerk

IN WITNESS WHEREOF, the Town Council has caused this Memorandum of Understanding to be signed and executed in its behalf by its Mayor, and duly attested by its Town Clerk.

THE TOWN OF EVANSVILLE, WYOMING:

By: Chad Edwards
Chad Edwards, Mayor and President of the
Town Council

Date: September 13, 2022

ATTEST:

By: Janelle Underwood
Janelle Underwood, Evansville Town Clerk

IN WITNESS WHEREOF, the Town Council has caused this Memorandum of Understanding to be signed and executed in its behalf by its Mayor, and duly attested by its Town Clerk.

THE TOWN OF BAR NUNN, WYOMING:

By: _____
Patrick Ford, Mayor and President of the
Town Council

Date: _____

ATTEST:

By: _____
Donna , Bar Nunn Town Clerk

IN WITNESS WHEREOF, the Town Council has caused this Memorandum of Understanding to be signed and executed in its behalf by its Mayor, and duly attested by its Town Clerk.

THE TOWN OF MILLS, WYOMING:

By: _____
Seth Coleman, Mayor and President of the
City Council

Date: _____

ATTEST:

By: _____
Christine Trumbull, Mills Town 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 22nd day of August, 2022.

PASSED on second reading this 12th day of September, 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

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 22nd day of August, 2022.

PASSED on second reading this 12th day of September, 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