

WORK SESSION MEETING
August 12, 2024
9:00 AM
City Hall



Mayor:
Leah Juarez
Council President:
Sara McCarthy
Council Members:
Cherie Butcher
Brad Neumiller
Tim Sutherland

AGENDA

CALL TO ORDER

AGENDA ITEMS

1. City Administrator - Home Occupation Permits
2. City Attorney - Draft MOU Impact Assistance Settler Wind

ADJOURNMENT

AGENDA SUBJECT TO CHANGE WITHOUT NOTICE

In accordance with the Americans with Disabilities Act, persons who need accommodation in order to attend or participate in this meeting should contact City Hall at 307-234-6679 within 48 hours prior to the meeting in order to request such assistance.

WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY
INDUSTRIAL SITING DIVISION

IN THE MATTER OF THE INDUSTRIAL) Docket No. DEQ/ISD: 23-04
SITING ACT SECTION 109 PERMIT)
APPLICATION, SETTLER WIND, LLC.)
)
)

MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF
COMMISSIONERS OF CONVERSE COUNTY, WYOMING; THE BOARD OF
COMMISSIONERS OF NATRONA COUNTY, WYOMING; THE CITY OF DOUGLAS,
WYOMING; THE CITY OF CASPER, WYOMING; THE TOWN OF EVANSVILLE,
WYOMING; THE TOWN OF BAR NUNN, WYOMING; THE TOWN OF GLENROCK,
WYOMING; THE CITY OF MILLS, WYOMING, AND THE TOWN OF ROLLING
HILLS, WYOMING FOR IMPACT ASSISTANCE FUNDS

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into and effective as the last date of signature (“Effective Date”) by and between the following parties:

The Board of Commissioners of Converse County, Wyoming, a body corporate and political subdivision of the State of Wyoming, (hereinafter referred to as “Converse County”) whose address is 107 N 5th Street, Ste.114, Douglas, Wyoming 82633;

The Board of Commissioners 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, Wyoming 82601;

The City of Douglas, Wyoming, a Wyoming municipal corporation (hereinafter referred to as “Douglas” whose address is 101 N. Fourth Street, P.O. Box 1030, Douglas, Wyoming 82633;

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, Wyoming, a Wyoming municipal corporation, (hereinafter referred to as “Evansville”) whose address is PO Box 158, Evansville, Wyoming 82636;

The Town of Bar Nunn, Wyoming, a Wyoming municipal corporation, (hereinafter referred to as “Bar Nunn”) whose address is 4820 North Wardwell Industrial Avenue, Bar Nunn, Wyoming 82601;

The Town of Glenrock, Wyoming, a Wyoming municipal corporation, (hereinafter referred to as “Glenrock”) whose address is 219 S 3rd Street, Glenrock, Wyoming 82637;

The City of Mills, Wyoming, a Wyoming municipal corporation, (hereinafter referred to as “Mills”) whose address is PO Box 789, Mills, Wyoming 82644, and

The Town of Rolling Hills, Wyoming, a Wyoming municipal corporation, (hereinafter referred to as “Rolling Hills” 38 South Badger Road, Rolling Hills, Wyoming 82637, hereinafter collectively referred to as “Party” or “Parties.”

WHEREAS, in June of 2024, Settler Wind, LLC, submitted an Application 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 Settler Wind Farm Project, Converse County, Wyoming (hereinafter referred to as “Project”).

WHEREAS, Settler Wind, LLC (Applicant) filed an Application for a Permit to construct and operate the Project located in Converse County, Wyoming, approximately 13 miles south of Glenrock, Wyoming. The Applicant proposes to construct a facility contingent upon obtaining approval from the Industrial Siting Council (ISC) and securing other required permits. An assumed 17-month construction period is planned to begin in August of 2025. The Project is planned to be 150 megawatts in size, consisting of 40 wind turbines. The Project’s operating lifetime is expected to be up to 30 years. No part of the application requirements has 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 Converse County, Natrona County and the communities of Douglas, Glenrock, Rolling Hills, Casper, Evansville, Bar Nunn and Mills.

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

WHEREAS, the Parties desire to enter an MOU 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 effective as of the last date of signature between the parties, 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.
- 3. **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 fourteen (13) pages and one (1) additional page incorporated herein as Exhibit 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. § 1-39-101 et seq. 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 Section 3 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 on its behalf by its Chairman, and duly attested by its County Clerk.

BOARD OF COMMISSIONERS OF THE COUNTY OF CONVERSE, WYOMING:

By: _____
Jim Willox, Chairman

Date: _____

ATTEST:

By: _____
Karen Rimmer, County Clerk

APPROVED AS TO FORM:

Attorney

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

BOARD OF COMMISSIONERS OF THE COUNTY OF NATRONA, WYOMING:

By: _____
Peter Nicolaysen, Chairman

Date: _____

ATTEST:

By: _____
Tracy Good, Natrona County Clerk

APPROVED AS TO FORM:

Attorney

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

THE CITY OF DOUGLAS, WYOMING:

By: _____
Kim Pexton, Mayor

Date: _____

ATTEST:

By: _____
Douglas City Clerk

APPROVED AS TO FORM:

Attorney

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

THE CITY OF CASPER, WYOMING:

By: _____
Stephen Cathey, Mayor

Date: _____

ATTEST:

By: _____
Amanda Ainsworth, City Clerk

APPROVED AS TO FORM:

Attorney

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

THE TOWN OF EVANSVILLE, WYOMING:

By: _____
Candace Machado, Mayor

Date: _____

ATTEST:

By: _____
Janelle Underwood, Town Clerk

APPROVED AS TO FORM:

Attorney

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

THE TOWN OF BAR NUNN, WYOMING:

By: _____
Peter Boyer, Mayor

Date: _____

ATTEST:

By: _____
Bar Nunn Town Clerk

APPROVED AS TO FORM:

Attorney

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

THE CITY OF MILLS, WYOMING:

By: _____
Leah Juarez, Mayor

Date: _____

ATTEST:

By: _____
Sarah Osborn, Mills City Clerk

APPROVED AS TO FORM:

Attorney

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

THE TOWN OF ROLLING HILLS, WYOMING:

By: _____
Jon O. Maines, Mayor

Date: _____

ATTEST:

By: _____
Town Clerk

APPROVED AS TO FORM:

Attorney

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

THE TOWN OF GLENROCK, WYOMING:

By: _____
Bruce Roumell, Mayor

Date: _____

ATTEST:

By: _____
Town Clerk

APPROVED AS TO FORM:

Attorney