



CITY OF LANDER CITY COUNCIL WORK SESSION MEETING

**Tuesday, July 22, 2025 at 6:00 PM
City Council Chambers, 240 Lincoln Street**

AGENDA

Join Zoom Meeting

<https://us06web.zoom.us/j/84629145501?pwd=w817SENa6oPhhaUXVwTLAZWQVZ7ba7.1>

1. CALL TO ORDER

- A. Pledge of Allegiance
- B. Roll Call

2. APPROVAL OF AGENDA

3. MAYOR AND COUNCIL UPDATES

4. STAFF REPORTS

5. NEW BUSINESS (NON-ACTION ITEMS)

- A. Discussion regarding allocation of remaining Half Cent Sales Tax funds.
- B. Proposed Draft Ordinance 2025-7 amending Title 12- City Administrative Provisions Section 12-5-5, "Compensation of Officers and Employees" of the Lander Municipal Code
- C. Proposed Draft Ordinance 2025-8 Visionary Communications, LLC Franchise Agreement

6. EXECUTIVE SESSION

- A. Litigation (W.S. 16-4-405 (a) (iii))

7. ADJOURNMENT

Upcoming Council Meetings:

Regular Meetings:

6:00 PM Tuesday, August 12, 2025, City Council Chambers

6:00 PM Tuesday, September 9, 2025, City Council Chambers

6:00 PM Tuesday, October 14, 2025, City Council Chambers

Work Sessions:

6:00 PM Tuesday, August 26, 2025, City Council Chambers

6:00 PM Tuesday, September 23, 2025, City Council Chambers

6:00 PM Tuesday, October 28, 2025, City Council Chambers

All meetings are subject to cancellation or change.

ORDINANCE 2025 - 7

AN ORDINANCE AMENDING TITLE 12 – CITY ADMINISTRATIVE PROVISIONS, SECTION 12-5-5, “COMPENSATION OF OFFICERS AND EMPLOYEES” OF THE LANDER MUNICIPAL CODE

WHEREAS the governing body of the City of Lander previously adopted Ordinance 1206, which included Section 12-5-5 “Compensation of Officers and Employees”;

WHEREAS Wyoming State Statute §15-2-103 was amended to allow any elected or appointed officers who are entitled to receive a salary or compensation under §15-2-103 to elect not to receive all or a portion of the salary or compensation at any time during their term.

WHEREAS the governing body of the City of Lander finds it in the best interest of the City to amend Section 12-5-5 accordingly, to allow any elected or appointed officer the option to waive all or part of their compensation during their term of service and to clarify existing language.

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the City of Lander, Wyoming:

SECTION 1: Section 12-5-5 of the Lander Municipal Code is hereby amended to read as follows:

- 12-2-5. **Compensation of Officers and Employees.** -
- (a)

The Mayor’s annual salary is \$21,000 a year. The Mayor is also eligible for health insurance coverage as defined in the City of Lander Personnel Rules and Managerial Guidelines
- (b)

Each Council Member shall receive \$75.00 for actual attendance at each regular or special meeting of the City Council and at each meeting of committees that the Council Member shall attend **as a liaison**. Each Council Member is also eligible for health insurance coverage as defined in the City of Lander Personnel Rules and Managerial Guidelines.
- (c)

The salaries of all other officers and employees shall be as shown on a **step-grade salary structure table scale** as filed with the City Clerk.
- (d)

Compensation for each Fireman for regular and special meetings each fireman attends shall be determined by resolution of the Lander City Council and kept on file at the office of the City Clerk. Said resolution can be amended at any time by the Governing Body of the City of Lander. The yearly salary of each officer of the Lander Volunteer Fire Department shall be determined by resolution of the Lander City Council and kept on file at the office of the City Clerk. Said resolution can be amended at any time by the Governing Body of the City of Lander.
- (e)

Any elected or appointed officers who are entitled to receive a salary or compensation under this section may elect not to receive all or a portion of the salary or compensation at any time during their term.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: Severability. If any section, subsection, sentence, phrase, or clause of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

SECTION 4: This Ordinance shall take effect from and after its passage, approval and publication as required by law and the ordinances of the City of Lander.

PUBLIC HEARING AUGUST 12, 2025

PASSED ON FIRST READING AUGUST 12, 2025

PASSED ON SECOND READING SEPETMBER 9, 2025

PASSED ON THIRD READING OCTOBER 14, 2025

PASSED, ADOPTED, AND APPROVED by the Mayor and City Council on the 14th day of October 14, 2025.

	AYE	NAY	ABSENT	ABSTAIN
Missy White	_____	_____	_____	_____
Dan Hahn	_____	_____	_____	_____
John Larsen	_____	_____	_____	_____
Josh Hahn	_____	_____	_____	_____
Julia Stuble	_____	_____	_____	_____
Melinda Cox	_____	_____	_____	_____
Monte Richardson	_____	_____	_____	_____

THE CITY OF LANDER
A Municipal Corporation

By _____
Missy White, Mayor

ATTEST:

Rachelle Fontaine, City Clerk

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

CERTIFICATE

I hereby certify that on October 14, 2025, following passage, adoption and approval of Ordinance 2025-7, Missy White, the duly elected, qualified and acting Mayor of the City of Lander, issued this proclamation, and said ordinance was published at least once in the Lander Journal, a newspaper of general circulation within Lander, Wyoming, the effective date and publication being October 18, 2025.

Rachelle Fontaine, City Clerk

ORDINANCE _____

VISIONARY COMMUNICATIONS, LLC FRANCHISE AGREEMENT

AN ORDINANCE GRANTING A FRANCHISE TO VISIONARY COMMUNICATIONS, LLC ON BEHALF OF ITSELF AND ITS AFFILIATES (“VISIONARY”) TO OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM (“SYSTEM”) IN THE CITY OF LANDER, WYOMING

The City hereby ordains that it is in the public interest to grant Visionary a Franchise to operate a System pursuant to the terms and conditions contained herein.

FINDINGS

In review of Visionary, the City of Lander, Wyoming (“City”) makes the following findings:

Visionary’s technical ability, financial condition, legal qualifications, and character were considered in a full public proceeding after due notice and a reasonable opportunity to be heard on _____, 2025;

Visionary’s plans for operating the System were considered and found adequate and feasible in a full public proceeding after due notice and a reasonable opportunity to be heard; and

The Franchise granted to Visionary by the City complies with the existing laws and regulations of the City.

Section 1) Grant of Franchise. The City hereby grants to Visionary the non-exclusive right, privilege and authority to construct, maintain, operate, upgrade, adjust, protect, support, raise, lower, disconnect, remove and relocate its, wires, conduits, conductors, cables and related appurtenances (“Facilities”) for its System in, under, along, over and across the present and future streets, roadways, avenues, courts, lanes, alleys, sidewalks, rights of way and similar public areas of the City (“Right-of-Way” or “Rights-of-Way”), for the purpose of providing telecommunications services to the City’s inhabitants (hereinafter “Franchise”). The Franchise area is defined as the area within the legal boundaries of the City.

Section 2) Acceptance by Visionary. Within sixty (60) days after the passage of this Ordinance by the City, Visionary shall file a signed copy thereof with the City Clerk; otherwise the Ordinance and the rights granted herein shall be null and void.

Section 3) Term. The term of this Franchise commences upon the passage of this Ordinance and continues in full force and effect for five (5) years (“Initial Term”). At the end of the Initial Term, this Franchise will renew for subsequent twelve (12) month periods (“Renewal Term”) until either Party provides written notice of its intent to terminate at least thirty (30) days prior to the expiration of the current Renewal Term. The Initial Term and Renewal Term may be collectively referred to as the “Term.”

Section 4) Franchise Fee. As of the effective date of this Franchise, Visionary will pay the City a Franchise Fee of three percent (3%) of revenues received for the provision of local telecommunication services within the City calculated based upon Visionary’s Gross Revenues (based upon the services defined in Appendix A hereto) generated by the System (the “Franchise Fee”). Payment shall be made quarterly within thirty (30) days after the last day of the quarter to which the payment applies during the Term of this Franchise.

Section 5) Obligation in Lieu of Fee. In the event that the Franchise Fee specified herein is declared void for any reason by a court of competent jurisdiction or applicable law, the Franchise Fee provided for herein shall be adjusted in accordance with applicable laws, provided the terms are applied on a competitively neutral and nondiscriminatory basis for similarly situated users of the rights of way. Further, to the extent allowed by law, Visionary shall collect the alternative amounts agreed upon through a surcharge upon Utility Service provided to City residents and businesses who are customers of Visionary.

Section 6) Remittance of Franchise Fee.

6.1 Correction of Franchise Fee Payments. In the event that either the City or Visionary discovers that there has been an error in the calculation of the Franchise Fee payment to the City, either party shall provide written notice of the error to the other party. If the party receiving written notice of the error does not agree with the written notice of error, that party may challenge the written notice of error; otherwise, the error shall be corrected and adjustments applied in the next quarterly payment following discovery. However, if the error results in an overpayment of the Franchise Fee to the City, and said overpayment is in excess of Five Thousand Dollars (\$5,000.00), credit for the overpayment shall be adjusted in the successive quarterly payments; provided that if such period would extend beyond the term of this Franchise, Visionary may elect to require the City to provide it with a refund instead of a credit, with such refund to be spread over the same period the error was undiscovered, even if the refund will be paid after the termination date of this Franchise. All franchise fee underpayments shall be corrected in the next quarterly payment following discovery, together with interest computed at the rate set by the Public Service Commission for customer security deposits held by Visionary, from the date when due until the date paid. In no event shall either party be required to fund or refund any overpayment or underpayment which occurred more than five (5) years prior to the discovery of the error.

6.2 Audit of Franchise Fee Payments.

- A) Every five (5) years commencing at the end of the Initial term of this Franchise, the City may, upon written notice to Visionary request that Visionary conduct an internal audit to investigate and determine the correctness of the franchise fees paid to the City. Such audit shall be limited to the previous two (2) calendar years, or as otherwise requested by the City. Within sixty (60) days following the City's written request, Visionary shall provide a written report to the City Clerk containing the audit findings.
- B) If the City disagrees with the results of the audit, and if the parties are not able to informally resolve their differences, the City may conduct its own audit, and Visionary shall cooperate, including but not necessarily limited to, providing the City's auditor with all information reasonably necessary to complete the audit or by making such information available via email within a reasonable time thereafter for review by the City.
- C) If the results of a City audit conducted pursuant to subsection 6.2(B) conclude that Visionary has underpaid the City by two percent (2%) or more, in addition to the obligation to pay such amounts to the City and interest, Visionary shall also pay all reasonable costs of the City's audit.
- D) This Franchise Fee relates only to the permission to use a public Right-of-Way under the terms and conditions set forth. The Franchise Fee shall not relieve Visionary from compensating the City to the extent that City permits are otherwise required in accordance with applicable law. The Franchise Fee is separate and apart from permit fees and any amounts collected for taxes or surcharges paid to federal, state, or local governments.

6.3 Fee Disputes. Either party may challenge any written notification of error as provided for in this Franchise by filing a written notice to the other party. The other party shall respond to any written notice of error within thirty (30) days from such other party's receipt of the written notification of error. The written notice shall contain a summary of the facts and reasons for the party's challenge. The parties shall make good faith efforts to resolve any such challenge and to provide such reasonable documentation to support any such written notification of error.

Section 7) Records Inspection. Visionary shall make available to the City, upon reasonable advance written notice of no less than sixty (60) days, such information pertinent only to enforcing the terms of this Ordinance in such form and at such times as Visionary can reasonably make such available. Subject to applicable laws, any information that is provided to the City and that the City reviews *in camera* is confidential and proprietary and shall not be disclosed or used for any purpose other than verifying compliance with the terms of this Ordinance. Any such information provided to the City shall be immediately returned to Visionary following review. The City will not make copies of such information. Subject to applicable law, neither the City nor Visionary shall be required to publicly disclose information which is proprietary or confidential in nature, absent an appropriate order from a court or agency of competent jurisdiction. The City agrees to treat any information disclosed by Visionary as confidential pending a contrary determination, and only to disclose to its employees, representatives, agents or consultant that have a need to know and that have agreed to maintain the confidentiality of the materials in accordance with law. The City agrees to notify Visionary in writing if the City receives a request to disclose confidential information, so that Visionary may take appropriate action to protect its interest.

Section 8) Non-Exclusive Franchise. The right to use and occupy the Rights-of-Way of the City shall be non-exclusive, and the City reserves the right to use the Rights-of-Way for itself or any other entity. The City, however, shall not unreasonably interfere with Visionary's Facilities or the rights granted Visionary herein.

Section 9) City Regulatory Authority. The City reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties consistent with applicable Federal and State law.

Section 10) Indemnification. Except to the extent arising out of the negligence or willful misconduct of the City, the City shall not be liable for any property damage or loss or injury to or death of any person that occurs in the construction, operation or maintenance by Visionary of its Facilities. Visionary shall indemnify, defend and hold the City harmless from and against claims, demands, liens and all liability or damage, attorneys' fees, costs and expenses of whatsoever kind or nature on account of Visionary's use of the Right-of-Way, except to the extent arising out of the negligence or willful misconduct of the City.

Section 11) Insurance Requirements.

11.1 Visionary will maintain in full force and effect for the term of the Franchise, at Visionary's expense, the following insurance coverage:

- A) Workers' Compensation and Employers Liability Insurance. Visionary shall provide to the City proof of workers' compensation coverage for all its employees who are to work on the Facilities within the Right-of-Way. Visionary's coverage shall be under the Wyoming Workers' Compensation program, if statutorily required, or such workers' compensation insurance as appropriate. Visionary's insurance shall include liability coverage, in an amount not less than one million dollars (\$1,000,000) per employee for each accident or disease. Visionary shall also supply to the City proof of workers' compensation and

employer's liability insurance for any contractor or subcontractor before allowing that contractor or subcontractor on the job site.

- B) Commercial General Liability Insurance. Visionary shall provide coverage, during the entire Term, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground collapse and explosion, and products and completed operations, in an amount not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) general aggregate.
- C) Business Automobile Liability. Visionary shall maintain, during the entire term, automobile liability insurance for owned, non-owned and hired vehicles in an amount not less than one million dollars (\$1,000,000) per occurrence.

11.2 Policies Primary. All policies required hereunder shall be in effect for the Initial Term and any Renewal Term. All policies shall be primary and not contributory. Visionary shall pay the premiums on all insurance policies, and all insurance certificates must include a clause stating that the insurance may not be revoked, canceled, amended, or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the City.

11.3 City as Additional Insured. All insurance policies required hereunder, except workers' compensation, shall name the City as an additional insured, and shall contain a waiver of subrogation against the City, its agents and employees. Visionary shall provide a copy of an endorsement providing this coverage.

11.4 City's Right to Reject. The City reserves the right to reject a certificate of insurance if the insurance company is widely regarded in the insurance industry as financially unstable.

Section 12) Maps and Installation of Visionary's Facilities.

12.1 All Facilities under authority of this Ordinance shall be used, constructed and maintained in accordance with applicable law.

12.2 Visionary shall provide to the City upon written request of Visionary such as-built maps and/or drawings as the City may reasonably request, in a form reasonably prescribed by the City, including electronic formats that can be imported into the City's Geographical Information System ("GIS"). Visionary shall also provide as-built maps and/or drawings to City staff, when specifically requested. Facilities plans shall be filed within ninety (90) days of the effective date of this Ordinance and shall be updated upon completion of any significant additions to Visionary's Facilities in the City. Information, if confidential, shall be marked as such and maintained as confidential as permitted under applicable law.

12.3. Visionary shall, prior to commencing new construction (which involves disturbance of the Right-of-Way) or major reconstruction work in public Right-of-Way or other public places, apply for a permit from the City at Visionary's expense, which permit shall not be unreasonably withheld, conditioned or delayed. Visionary will abide by all applicable ordinances and reasonable rules, regulations and requirements of the City consistent with applicable law, and the City may inspect the manner of such work and require remedies as may be reasonably necessary to assure compliance. Notwithstanding the foregoing, Visionary shall not be obligated to obtain a permit beforehand to perform emergency repairs to its Facilities but shall be required to contact the City prior to making any such repairs or reasonably soon thereafter following any need to restore Visionary's services. Permits shall not be required for routine maintenance or repair; however, permits shall be pulled after completion of emergency repairs so that the City will have a record

of such work. All contractors and subcontractors of Visionary shall also be required to pull permits at their expense, as provided above, except for routine maintenance or repairs.

12.4 To the extent practical and consistent with any permit issued by the City, all Facilities shall be located and agreed upon so as to cause minimum interference with the Rights-of-Way and shall be constructed, installed, maintained, renovated or replaced in accordance with applicable rules, ordinances and regulations of the City.

12.5 If, during the course of work on its Facilities, Visionary causes damage to or alters the Rights-of-Way or other public property, Visionary shall replace and restore such Rights-of-Way or public property at Visionary's sole cost and expense to a condition reasonably comparable to the condition that existed immediately prior to such damage or alteration.

12.6 Before installation of new underground facilities or replacing existing underground facilities, Visionary shall first notify the City and may allow the City, at its own expense, to either share the trench for laying of its own facilities to the extent feasibly possible or provide a price for adding empty conduit to the extent feasibly possible, provided that such action will not unreasonably delay Visionary's project completion or increase Visionary's construction costs.

12.7 Nothing in this Ordinance shall be construed to prevent the City from constructing, maintaining, repairing, replacing or relocating its sewers, streets, water mains, sidewalks, or other public property.

12.8 In areas where all other utility lines are placed underground, Visionary shall construct and install its Facilities underground. In areas where one or more public utilities are aerial, Visionary shall contact the City to determine if Visionary will be allowed to install its Facilities aerially, or above ground.

12.9 Visionary shall not attach to, or otherwise use or commit to use, any pole owned by the City until a separate pole attachment agreement has been executed by the parties.

12.10 To promote efficiencies, Visionary shall coordinate its work in the Rights-of-Way with the City and other users of the Rights-of-Way.

12.11 During construction in the Rights-of-Way, Visionary shall obtain bonds, such as generally applicable construction bonds, in accordance with the City's ordinary policies and procedures to cover remedial work and restoration of the Rights-of-Way.

Section 13) Relocation of Facilities.

13.1 Relocation for the City. The City agrees to provide Visionary with as much advance written notice of any requirement for the City to protect, support, adjust, raise, lower, temporarily disconnect, relocate or remove Visionary's Facilities for a public purpose. Weather permitting, Visionary shall, upon receipt of advance written notice of not less than ninety (90) days or such reasonable period of time that the Parties may agree, protect, support, adjust, raise, lower, temporarily disconnect, relocate, or remove any Visionary property located in the Rights-of-Way when required by the City consistent with its police powers. Visionary shall be responsible for any costs associated with these obligations to the extent required under applicable federal, state or local law.

13.2 Relocation for a Third Party. Visionary shall, at the request of any person holding a lawful permit issued by the City, protect, support, adjust, raise, lower, temporarily disconnect, relocate or remove any Visionary property located in the Rights-of-Way, provided that the cost of such action is borne by the

third party requesting it, and Visionary is given advance written notice of not less than one hundred twenty (120) days. In said situation, Visionary will require advance payment of the costs.

13.3 Alternatives to Relocation. Visionary may, after receipt of written notice requesting a relocation of Facilities, submit to the City written alternatives to such relocation. Such alternatives shall include the use and operation of temporary transmitting facilities in adjacent Rights-of-Way. The City shall promptly evaluate such alternatives and advise Visionary in writing if one or more of the alternatives are suitable. If requested by the City, Visionary shall promptly submit additional information to assist the City in such evaluation. The City shall give each alternative proposed by Visionary full and fair consideration. In the event the City determines there is no reasonable alternative, Visionary shall relocate the components of the System as otherwise provided herein. Notwithstanding the foregoing, Visionary shall in all cases have the right to abandon the Facilities and convey title to the City.

Section 14) Vegetation Management. Visionary shall have the authority, but not the obligation, to trim trees and other natural growth in the Rights-of-Way in order to access and maintain its Facilities in compliance with applicable law and industry standards. This right shall in no way impose a duty on Visionary; instead, this right gives permission to Visionary should Visionary elect to conduct such activities from time-to-time in order to access and maintain its Facilities.

Section 15) Renewal. At least one hundred twenty (120) days prior to the expiration of this Ordinance, Visionary and the City shall meet, using best faith efforts, to begin negotiating Franchise renewal.

Section 16) Revocation of Franchise for Non-Compliance.

16.1 In the event the City believes that Visionary has not complied with the terms of this Ordinance, the City shall informally discuss the matter with Visionary. If these discussions do not lead to resolution of the problem, the City shall notify Visionary in writing of the exact nature of the alleged non-compliance.

16.2 Visionary shall have thirty (30) days from receipt of the written notice described in subsection 16.1 to either respond to the City, contesting the assertion of non-compliance, or otherwise initiate reasonable steps to remedy the asserted non-compliance issue, notifying the City of the steps being taken and the projected date that the steps will be completed.

16.3 In the event that Visionary does not comply with subsection 16.2, above, the City shall schedule a public hearing to address the asserted non-compliance issue. The City shall provide Visionary at least ten (10) days prior written notice of and the opportunity to be heard at the hearing.

16.4 Subject to applicable federal and state law, in the event the City, after the hearing set forth in subsection 16.3, determines that Visionary is non-compliant with this Ordinance, the City may:

- A) Seek specific performance of any provision which reasonably lends itself to such remedy, as an alternative to damages; or
- B) Commence an action at law for monetary damages; or
- C) In the case of substantial non-compliance with a material provision of the Ordinance, seek to revoke the Franchise in accordance with subsection 16.5, below.

16.5 Should the City seek to revoke the Franchise after following the procedures set forth above, the City shall give written notice to Visionary. Visionary shall have thirty (30) days from receipt of such notice to object in writing and state its reason(s) for such objection. Thereafter, the City may seek revocation of the

Franchise at another public hearing. The City shall cause to be served upon Visionary, at least thirty (30) additional days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise. At the designated hearing, the City shall give Visionary an opportunity to state its position on the matter, after which the City shall determine whether or not the Franchise shall be revoked. Visionary may appeal the City's determination to an appropriate court, which shall have the power to review the decision of the City *de novo*. Such appeal must be taken within thirty (30) days of the issuance of the City's determination. The City may, at its sole discretion, take any lawful action which it deems appropriate to enforce its rights under this Ordinance in lieu of revocation.

Section 17) No Waiver of Rights. Neither the City nor Visionary shall be excused from complying with any of the terms and conditions contained herein by any failure of the other, or any of its officers, employees or agents, upon any one or more occasion to insist upon or to seek compliance with any such terms and conditions. Each party expressly reserves any and all rights, remedies, and arguments it may have at law or equity, without limitation, and to argue, assert or take any position as to the legality or appropriateness of any provision in this Ordinance that it believes is inconsistent with federal or state law, as may be amended.

Section 18) Transfer of Franchise. Visionary's right, title or interest in the Franchise and Facilities shall not be sold, transferred or assigned, or otherwise encumbered without written permission from the City, except for a transfer or assignment to an entity that purchases all or substantially all of Visionary's assets located in Fremont County, any entity that acquires a majority of the equity interests in Visionary or a direct or indirect parent company of Visionary, any newly created or surviving successor entity that results from a merger, reorganization or consolidation involving Visionary or any of its direct or indirect parent companies or any sale, transfer, assignment, or encumbrance to an entity controlling, controlled by, or under common control with Visionary, or for transfers in trust, by mortgage, by other hypothecation, or by assignment of any right, title or interest of Visionary in the Franchise or Facilities to secure indebtedness.

Section 19) Amendment. At any time during the Term of the Franchise, the City or Visionary may propose an amendment or addendum to this Franchise by giving thirty (30) days written notice to the other of the proposed amendment or addendum desired, and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendments. No amendment may be adopted without mutual written agreement of the Parties.

Section 20) Force Majeure. Neither party shall be held in default under, or in non-compliance with, the provisions of this Ordinance, nor suffer any enforcement or penalty relating to non-compliance or default (including revocation of the Franchise), where such non-compliance or alleged defaults occurred or were caused by epidemics, pandemics, acts of terrorism, riot, war, earthquake, flood, unusually severe rain or snow storm, tornado or other catastrophic act of nature or fiber cut or other damage or event that is reasonably beyond that party's ability to anticipate or control. This section also covers work delays caused by waiting for utility providers to service or monitor their utility poles on which Visionary's Facilities or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary and delays caused by limited access to easements, poles or streets.

Section 21) Change of Law. If, after the effective date of this Ordinance, should there be any enactment or promulgation of any federal or state law, regulation or order, or a decision of a court of competent jurisdiction that significantly changes Visionary's or the City's rights or obligations under this Ordinance, or that pertains to any of the terms or provisions herein, including, but not limited to, the imposition, payment, collection or treatment of the franchise fees payable hereunder, then Visionary and the City, by providing written notice to the other party, each shall have the right to request that affected portions of this Ordinance be amended or that there be an addendum hereto. The parties shall commence good-faith

negotiations within sixty (60) days of such notice and endeavor to conclude such negotiations within thirty (30) days thereafter. Any amendment or addendum agreed to by the parties shall become effective upon the passage and acceptance of such amendment or addendum. In the event that an amendment or addendum cannot be agreed upon pursuant to the terms of this section, either the City or Visionary may file an action with any court of competent jurisdiction to conform the Franchise to the new law, regulation or order.

Section 22) Notices. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or (b) within five (5) business days after such notice is deposited with the United States Postal Service, postage prepaid, certified and addressed to the parties as set forth below:

The City of Lander
240 Lincoln Street
Lander, WY 82520
Attention: City Clerk

Visionary Communications, LLC
1001 S Douglas Hwy, Suite 201
Gillette WY 82716
Attn: Regulatory Department

Section 23) Retention of Governmental Immunity. By entering into this Franchise, the City does not waive its Governmental Immunity, as provided by any applicable law including W.S. Section 1-39-101 et seq. Further, the City fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law based on this Franchise.

Section 24) No Third Party Beneficiaries. This Franchise is entered into by the parties for their sole benefit, and is not intended to be for the benefit of any other third party or entity.

Section 25) Headings. The headings of the sections and subsections are inserted for convenience of reference only and shall not affect the interpretation or meaning of the text herein.

Section 26) Severability. If any section, subsection, paragraph or sentence hereof is for any reason determined to be illegal, invalid, or unenforceable by any court or agency of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such determination shall have no effect on the validity of any other section, subsection, paragraph or sentence hereof, all of which will remain in full force and effect for the Term of the Franchise and any renewal or renewals thereof.

Section 27) Venue. Venue for any judicial dispute between the parties shall be in State Court in Lander, Wyoming or the United States District Court for the District of Wyoming in Lander.

Section 28) Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 29) Effective Date. This Ordinance shall take effect from and after its adoption and publication as required by law and the ordinances of the City of Lander.

APPROVED on 1st Reading this ____ day of _____, 2025

APPROVED on 2nd Reading this ____ day of _____, 2025

APPROVED on 3rd Reading this ____ day of _____, 2025

PASSED, ADOPTED AND APPROVED by the Mayor and City Council on the ____ day of _____, 2025.

THE CITY OF LANDER
A Municipal Corporation

By: _____
_____, Mayor

ATTEST:

_____, City Clerk

Visionary Communications, LLC
On behalf of Itself and Its Affiliates

By: _____
Name: _____
Title: _____

APPENDIX A

CALCULATION OF FRANCHISE FEE

Retail local exchange telecommunications services provided by Visionary to Visionary's customers within the City are subject to the Franchise fee outlined in this Franchise.

Business Local Access, including Flat Rate, Multiparty, and Extended Area Service
 Residential Local Access, including Flat Rate, Multiparty, and Extended Area Service Local Access Trunks
 Local Exchange Installation, Upgrade, Late Fees and Disconnection Fees
 Local Voice over Internet Protocol (VoIP) (notwithstanding the Internet exclusion below)
 Session Initiated Protocol Trunking
 Hosted Voice Services
 Business Measured Usage Local Access Service
 Flat Usage Local Access Trunks
 Low Income Telephone Assistance Program Local Access
 Measured Rate Local Access Trunk Usage
 Message Rate Local Access Trunk Usage
 Public Access Line (PAL) Service
 Residential Measured Usage

The following is a listing of revenue categories not representing the retail sale of local access services and, therefore, are excluded from the definition of Gross Revenues and, therefore, are not included in the calculation of Franchise fees:

Utility and any Privilege taxes
 Proceeds from the sale of bonds, mortgages, or other evidences of indebtedness, securities or stocks
 Revenue from directory advertising
 Bad debt write-offs and customer credits;
 Non-sufficient funds charges;
 Any amounts collected for taxes, fees, or surcharges and paid to the federal, state or local governments;
 Any amounts collected from customers that are to be remitted to a federal or state agency as part of a Universal Service Fund or other government program;
 Any franchise fees that are not chargeable per federal or state law;
 Revenues from any carrier purchased for resale;
 Revenues from Internet access; and
 Revenues from private-line services not for local access.