



Regular Town Council Meeting Agenda
February 02, 2021 at 6:30 PM
Ranchester Town Hall

An informational packet containing all agenda material is available on our website at
www.ranchesterwyoming.com/.

Call to Order

Pledge of Allegiance

Roll Call

Approval of Current Agenda

1. Approval of Agenda

Approval of Prior Meeting Minutes

- [2.](#) Approval of Minutes January 19, 2021

Public Comment/Guest:

Old Business

- [3.](#) Visionary Franchise Agreement Ordinance 286 Third Reading
- [4.](#) Animal Fees and Procedures Ordinance 287 Second Reading

New Business

Mayors Report

Report on Projects

Special Committee Reports

Future Agenda

Approval of Treasurers Report (Treasurer Barbara Brackeen-Kepley)

- [5.](#) Approval of Treasurers Report

Approval of Bills & Payroll

- [6.](#) Approval of Bills
- [7.](#) Approval of Payroll

Adjournment

Future Town Council Meetings: February 16; March 2 & 16, 2021

Future Town Events:



Regular Town Council Meeting Minutes
January 19, 2021 at 6:30 PM
Ranchester Town Hall

Call to Order

Pledge of Allegiance

Roll Call

Mayor Clark, Council Member Barron, Council Member Deromedi, Council Member Sundquist, Council Member Weaver

Clerk-Treasurer Barbara Brackeen-Kepley

Assistant Clerk Marlene Madden

Engineer Will Newbold

Donnie Dobrenz; Cyrus Western, Sheriff Thompson

Approval of Current Agenda

1. Approval of Agenda

Motion made by Council Member Sundquist, Seconded by Council Member Weaver.

Voting Yea: Mayor Clark, Council Member Barron, Council Member Deromedi, Council Member Sundquist, Council Member Weaver

Approval of Prior Meeting Minutes

2. Approval of Minutes for January 5,2021

Motion made by Council Member Barron, Seconded by Council Member Deromedi.

Voting Yea: Mayor Clark, Council Member Barron, Council Member Deromedi, Council Member Sundquist, Council Member Weaver

Public Comment/Guest:

Rep. Western discussed how the session will start in March.

Council Member Barron thanked the Sheriffs Department for all they do and for having deputies that cover our area.

Sheriff Thompson thanked the Fire Department and the towns for all the support.

Old Business

3. BNSF Right of Way Update

Council Member Barron waiting on confirmation about the easements being used for Natural gas on Railway St due to the BNSF right of way.

The individual taps going to each house may need to be requested by property owners to BNSF.

4. Visionary Franchise Agreement Ordinance 286 Second Reading

Motion made by Council Member Barron, Seconded by Council Member Weaver.

Voting Yea: Mayor Clark, Council Member Barron, Council Member Deromedi, Council Member Sundquist, Council Member Weaver

New Business

5. Animal Fees and Procedures Ordinance 287 First Reading

Motion made by Council Member Barron. Seconded by Council Member Sundquist

Voting Yea: Mayor Clark, Council Member Barron, Council Member Deromedi, Council Member Sundquist, Council Member Weaver

6. First Federal Bank and Trust and Cowboy State Bank are depositories for public funds.

Motion made by Council Member Weaver, Seconded by Council Member Sundquist.

Voting Yea: Mayor Clark, Council Member Barron, Council Member Deromedi, Council Member Sundquist, Council Member Weaver

Mayors Report

The Food Group and Childs Place both sent thank you notes for the continued support.

They are looking at cutting the Direct Distribution funds that small towns depend on.

Rep. Western will be proposing that the state keep direct distribution for smaller towns like Rancheater, Dayton, and Clearmont and the many other small towns that have limited resources for funding.

Mayor Clark pointed out how removing the exemption taxes off of things like beauty and barber shops could make up a large amount of money.

Report on Projects

Special Committee Reports

Fire Department is working on getting grants for equipment and maintenance items on vehicles. They will be doing a first aid & CPR refresher training on January 26th which is open to public at 6:30PM.

TRVJPB for Natural Gas Meeting is Thursday January 21st at 7pm Dayton Town Hall.

Future Agenda

Approval of Treasurers Report (Treasurer Barbara Brackeen-Kepley)

7. Budget Worksheet

Council reviewed the budget worksheet (see attached)

8. Approval of Treasurers Report

Motion made by Council Member Barron, Seconded by Council Member Weaver.

Voting Yea: Mayor Clark, Council Member Barron, Council Member Deromedi, Council Member Sundquist, Council Member Weaver

Approval of Bills & Payroll

9. Approval of Payroll \$11,998.46

Motion made by Council Member Sundquist, Seconded by Council Member Weaver.

Voting Yea: Mayor Clark, Council Member Barron, Council Member Deromedi, Council Member Sundquist, Council Member Weaver

10. Approval of Bills \$25,083.89

Motion made by Council Member Barron, Seconded by Council Member Deromedi.

Voting Yea: Mayor Clark, Council Member Barron, Council Member Deromedi, Council Member Sundquist, Council Member Weaver

Adjournment

6:51 PM

Motion made by Council Member Sundquist, Seconded by Council Member Deromedi.

Voting Yea: Mayor Clark, Council Member Barron, Council Member Deromedi, Council Member Sundquist, Council Member Weaver

Future Town Council Meetings: February 2 & 16, March 2, 2021

Future Town Events: January 22, 2021 Council Orientation/Retreat; Council/Staff Holiday Social



Council Members

Jeffrey Barron

Tracey Deromedi

Jessica Weaver

Randy Sundquist

The meeting was then adjourned on motion regularly made and seconded and carried.

Peter Clark / Mayor

Barbara Brackeen-Kepley/ Town Clerk

ORDINANCE NUMBER _____ VISIONARY FRANCHISE AGREEMENT

AN ORDINANCE GRANTING A FRANCHISE TO VISIONARY COMMUNICATIONS, INC. ON BEHALF OF ITSELF AND ITS OPERATING AFFILIATES TO OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM IN THE TOWN OF RANCHESTER, WYOMING.

The Town of Rancheater, Wyoming hereby ordains that it is in the public interest to grant Visionary Communications, Inc. a Franchise to operate and maintain a Telecommunications System pursuant to the terms, conditions, and obligations contained herein.

FINDINGS

In review of Visionary Communications, Inc., the Town of Rancheater, Wyoming makes the following findings:

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

Visionary's plans for operating and maintaining 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 Town complies with existing laws, ordinances, and regulations of the Town of Rancheater, Wyoming.

ORDINANCE

Section 1) Grant of Franchise. The Town of Rancheater, Wyoming (herein the "Town") hereby grants to Visionary Communications, Inc., its operating affiliates, and permitted assigns (herein collectively "Visionary") the non-exclusive right, privilege, and authority to construct, maintain, operate, upgrade, adjust, protect, support, raise, lower, disconnect, remove, and relocate its cables, poles, wires, conduits, conductors, pipes, and related appurtenances ("Facilities") for its Telecommunications System (herein the "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 Town (herein the "Rights-of-Way"), for the purpose of providing telecommunications services to the Town's citizens and their properties (herein the "Franchise." Visionary shall operate, maintain, and upgrade the System in accordance with industry standards and technological advancements. The Franchise area is defined as the area now within the legal boundaries of the Town and those areas hereinafter annexed into the legal boundaries.

Section 2) Acceptance by Visionary. Within sixty (60) days after the passage of this Ordinance by the Town, Visionary shall file a signed copy thereof with the Town 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 ten (10) years (herein the “Initial Term”). At least one hundred twenty (120) days prior to the expiration of the Term or, if applicable, this Ordinance, Visionary and the Town shall either agree to extend the Term for an additional ten (10) year period (“Renewal Term”) or use best faith efforts to renegotiate a replacement Franchise Agreement otherwise this Franchise shall terminate at the end of the Term. The Initial Term and any Renewal Term are referred to herein as the “Term.” The Town will not unreasonably refuse to extend the Franchise for an additional ten (10) year period if Visionary is in full compliance with the terms, conditions, and obligations of this Ordinance and applicable law, and the compensation terms are acceptable to both parties. This Franchise may be terminated prior to the expiration of the Term as provided in Section 15.

Section 4) Franchise Fee. From and after the date of Visionary’s acceptance of this Ordinance and until its expiration, Visionary shall pay to the Town three percent (3%) of Visionary’s Gross Revenue (as defined in **Appendix A** attached hereto and incorporated herein by reference). Payment shall be made quarterly within sixty (60) days after the last day of the quarter for which the payment applies during the Term of this Franchise.

Section 5) Franchise Fee Disputes. Either party may deliver to the other party a written notification of error. The written notice shall contain a summary of the facts and reasons for the party’s notice. Either party may challenge any written notification of error as provided for in this Franchise by filing a written notice to the other party within thirty (30) days of delivery of the written notification of error. The parties shall make good faith efforts to resolve any such notice.

Section 6) Records Inspection. Visionary shall make available to the Town, upon reasonable advance written notice of no less than sixty (60) days, such information pertinent to enforcing the terms of this Ordinance and as otherwise may be necessary for the Town to perform its lawful duties and obligations as a governmental entity, in such form and at such times as Visionary can reasonably make available, including, but not limited to, records sufficient to calculate Visionary’s Gross Revenue as defined above. Subject to applicable laws, rules, and regulations, any information that is provided to the Town and/or that the Town reviews *in camera* may be confidential and proprietary if designated by Visionary as such and, if so designated, shall not be disclosed or used, except to or by the Town’s accountants, attorneys, and other advisors, who shall also keep such information confidential, for any purpose other than verifying compliance with the terms of this Ordinance, unless otherwise required by law. Any such information provided to the Town shall be promptly returned to Visionary following review and the Town will not retain copies of such information, but may re-request any such information at any time, which re-requested information shall be subject to the terms, conditions, and obligations of this Section.

Section 7) Non-Exclusive Franchise. The right to use and occupy the Rights-of-Way of the Town shall be non-exclusive, and the Town, for itself and for its assigns, designees, and other franchisees, reserves the right to use the Rights-of-Way for itself or any other entity. The Town and its other franchisees and designees, however, shall not unreasonably interfere with Visionary’s Facilities or the rights granted Visionary herein.

Section 8) Town Regulatory Authority. The Town 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 9) Indemnification. The Town shall not be liable for any property damage or loss or injury to or death of any person that occurs due to any action or inaction of Visionary, Visionary's use of the Rights-of-Way, or by, through, from, or due to its Facilities. Visionary shall indemnify, defend (with legal counsel chosen by the Town), and hold the Town harmless from and against all claims, demands, liens, liability, and damage of whatsoever kind on account of Visionary's action or inaction, use of the Rights-of-Way, and its Facilities. The Town shall: (1) give prompt written notice to Visionary of any claim, demand, lien, liability, and damage reasonably known to the Town with respect to which the Town seeks indemnification hereunder; and (b) permit Visionary to assume the defense (in coordination with legal counsel chosen by the Town) of such claim, demand, lien, liability, and damage. Visionary shall not be subject to liability for any settlement made without its consent. Notwithstanding the other provisions contained herein, Visionary shall in no event be required to indemnify the Town for any claim, demand, lien, liability, or damage arising from the negligence or wrongful actions or inactions of the Town, its officials, boards, commissions, agents, contractors, and employees.

Section 10) Insurance Requirements. Visionary will maintain in full force and effect for the Term of the Franchise, at Visionary's expense, a comprehensive liability insurance policy written by a company authorized to do business in the state of Wyoming, naming the Town as an additional named insured, or will provide self-insurance reasonably satisfactory to the Town, protecting it against liability for loss, personal injury, and property damage occasioned by the operation of the Facilities by Visionary. Such insurance will be in an amount not less than \$1,000,000. Visionary will also maintain Workers' Compensation coverage throughout the Term of this Franchise as required by state law. Visionary shall issue a certificate of insurance to the Town annually upon its renewal.

Section 11) Annexation. When any territory is approved for annexation to the Town, the Town shall within ten (10) business days provide by certified mail to Visionary: (a) each site address to be annexed as recorded on Town assessment; (b) a legal description of the proposed boundary change; and (c) a copy of the Town's ordinance approving the proposed annexation.

Section 12) Plan, Design, Construction 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 Maps. Visionary shall upon request from the Town provide as-built maps and/or drawings to the Town, in a form reasonably prescribed by the Town, including electronic formats that can be imported into the Town's or Sheridan County's Geographical Information System ("GIS"). Visionary shall also provide as-built maps and/or drawings to Town staff, when specifically requested, that are accurate to within three (3) feet. Initial Facilities plans shall be filed within thirty (30) days of the effective date of this Ordinance and shall be updated yearly or upon completion of any significant modifications and additions to Visionary's Facilities in the Town.

Information, if confidential, shall be marked as such by Visionary and maintained as confidential as permitted under applicable law.

12.3 Visionary shall, prior to commencing any new construction or major reconstruction work in Rights-of-Way or other public places, apply for a permit from the Town, which permit shall not be unreasonably withheld, conditioned, or delayed, and for which no permit fees shall be imposed. Visionary will abide by all applicable ordinances, rules, regulations, and reasonable requirements of the Town consistent with applicable law, and the Town 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 to perform emergency repairs to its Facilities, but shall be required to contact the Town prior to or immediately following making any such repairs.

12.4 To the extent practical and consistent with any permit issued by the Town, 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 ordinances, rules, regulations, and reasonable requirements of the Town.

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 give the Town ten (10) business days notice and allow the Town its assigns, designees, and other franchisees, at their own expense, to either share the trench for laying of other facilities therein or provide a price for adding empty conduit, provided that such action will not unreasonably delay project completion.

12.7 Nothing in this Ordinance shall be construed to prevent the Town from constructing, maintaining, repairing, 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 Town to determine if the Company will be allowed to install its Facilities aerially, or above ground. The Town reserves the right to have all new utilities installed underground even if one or more public utilities are aerial in the area.

Section 13) Relocation of Facilities.

13.1 Relocation for the Town. Visionary shall, upon delivery of advance written notice of not less than sixty (60) days, protect, support, adjust, raise, lower, temporarily disconnect, relocate, or remove any Visionary property located in Rights-of-Way when required by the Town 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 Town law, ordinance, rule, or

regulation.

13.2. Relocation for a Third Party. Visionary shall, at the request of any person holding a lawful permit issued by the Town, 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 and twenty (120) days. In said situation, Visionary will require advance payment of the costs.

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

Section 14) Vegetation Management. Visionary shall have the authority, but not the obligation, to trim trees, bushes, hedges, and other natural growth in the Rights-of-Way in order to access and maintain its Facilities in compliance with applicable laws, rules, and regulations 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) Revocation of Franchise for Non-Compliance.

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

15.2 Visionary shall have thirty (30) days from delivery of the written notice described in Subsection 15.1 to either respond to the Town, contesting the assertion of non-compliance, or otherwise initiate reasonable steps to remedy the asserted non-compliance issue, notifying the Town of the steps being taken and the projected date that the steps will be completed.

15.3 In the event that Visionary does not comply with Subsection 15.2, above, the Town shall schedule a public hearing to address the asserted non-compliance issue. The Town shall provide Visionary at least ten (10) days prior written notice of and the opportunity to be heard at the hearing.

15.4 Subject to applicable federal, state, and Town law, ordinance, rule, or regulation, in the event the Town, after the hearing set forth in Subsection 15.3, determines that Visionary is non-

compliant with this Ordinance, the Town may:

- A) Seek specific performance of any provision which reasonably lends itself to such remedy, as an alternative to damages;
- B) Commence an action at law for monetary damages or equitable relief, including, but not limited to, injunctive relief and specific performance, without the necessity to prove actual damages.; and
- C) In the case of substantial non-compliance with a material provision of this Ordinance and Franchise, seek to revoke and terminate the Franchise in accordance with Subsection 15.5, below.

No remedy or election hereunder shall be deemed exclusive, but shall wherever possible, be cumulative with all other remedies at law or in equity. If the Town seeks to enforce its rights or remedies hereunder by litigation or otherwise, the Town shall be entitled to reasonable attorneys' fees, expenses, and costs incurred in connection herewith.

15.5 Should the Town seek to revoke and terminate the Franchise after following the procedures set forth above the Town shall give written notice to Visionary. Visionary shall have ninety (90) days from delivery of such notice to object in writing and state its reason(s) for such objection. Thereafter, the Town may seek revocation of the Franchise at a public hearing. The Town shall cause to be delivered to Visionary, at least thirty (30) 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 Town shall give Visionary an opportunity to state its position on the matter, after which the Town shall determine whether or not the Franchise shall be revoked. Visionary may appeal the Town's determination to an appropriate court of competent jurisdiction within Sheridan County, Wyoming, which shall have the power to review the decision of the Town *de novo*. Such appeal must be taken within sixty (60) days of the issuance of the Town's determination. The Town may, at its sole discretion, take any lawful action which it deems appropriate to enforce its rights under this Ordinance in lieu of revocation.

15.6 Notwithstanding the foregoing provisions in this Section, Visionary does not waive any of its rights under applicable law.

Section 16) No Waiver of Rights. Neither the Town or Visionary shall be excused from complying with any of the term, condition, and obligation contained herein by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such term, condition, and obligation and such failure does not cure any prior instance of non-compliance nor preclude any legal remedy pertaining thereto. Each party expressly reserves any and all rights, remedies, and arguments it may have at law or equity, without limitation, and to argue, assert, and take any position as to the legality or appropriateness of any provision in this Ordinance that is or may be inconsistent with federal or state law, now or as may be amended.

Section 17) Transfer of Franchise. Visionary's right, title, or interest in the Franchise shall not be

sold, transferred, or assigned, voluntarily or involuntarily, or otherwise encumbered without permission from the Town, which may be withheld for any or no reason, except when said sale, transfer, assignment, or encumbrance is 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 18) Amendment. At any time during the Term of the Franchise, the Town, through its governing body, 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 amendment. No amendment may be adopted without mutual written agreement of the Parties.

Section 19) Force Majeure. Visionary shall not 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 faults occurred or were caused by riot, war, earthquake, flood, unusually severe rain or snow storm, tornado or other catastrophic act of nature that cuts or damages the Facilities or judicial order or regulation that is reasonably beyond Visionary's ability to anticipate or control, provided Visionary shall have the obligation to maintain, repair, or replace the Facilities as soon as practicable. This provision also covers work delays caused by waiting for other utility providers to service or monitor its utility poles on which Visionary's Facilities and/or equipment is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary and delays caused by limited access to easements, poles or streets.

Section 20) Provisions of Term. If, after the effective date of this Ordinance, should there be any enactment or promulgation of any federal or state law, rule, regulation, or order, or a decision of a court of competent jurisdiction that significantly changes Visionary's or the Town'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 Town, 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 ninety (90) days. 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 Town or Visionary may file an action with any court or agency with competent jurisdiction within Sheridan County, Wyoming to conform the Franchise to the new law, rule, regulation, or order.

Section 21) Notices. Any notice required or permitted to be given hereunder shall be deemed sufficient if given in writing and shall be deemed to have been delivered upon the earlier of (a) personal delivery or actual receipt thereof or (b) two (2) business days after such notice is deposited with the United States Postal Service, postage prepaid, sent by certified mail or other delivery method with tracking, and addressed to the parties as set forth below or other address provided by

either party to the other in accordance with this provision:

The Town of Ranchester
Attn: Mayor and Town Clerk
PO Box 695
Ranchester, WY 82839 WY

Visionary Communications, Inc. Fiber Administrator
PO Box 2799
Gillette WY 82717-2799

Section 22) No Wavier of Governmental Immunity and the Wyoming Governmental Claims Act. Visionary acknowledges that the Town is a political subdivision of the State of Wyoming, and, as such, enjoys immunities from suit and liability provided by the Constitution and laws of the State of Wyoming. The Town fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract, or any other theory of law and does not waive any of its immunities from suit and liability, except as specifically authorized by law.

Section 23) Severability. If any Section, Subsection, sentence, paragraph, term, phrase, or provision hereof, that is not material and integral, is for any reason determined to be illegal, invalid, or superseded by other lawful authority, including any federal, state, or other applicable regulatory body or authority having jurisdiction thereof, or unconstitutional, illegal, or invalid by any court of competent jurisdiction, such non-material and non-integral portion shall be deemed a separate, distinct, and independent portion , and such determination shall have no effect on the validity of any other Section, Subsection sentence, paragraph, term, phrase, or provision hereof, all of which will remain in full force and effect for the Term of the Franchise or any renewal or renewals thereof.

Section 24) All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 25) This ordinance shall take effect from its adoption and publication as required by law and the ordinances of the Town of Ranchester.

APPROVED on 1st Reading this _____ day of _____, 2020.

APPROVED on 2nd Reading this _____ day of _____, 2020.

APPROVED on 3rd Reading this _____ day of _____, 2020.

TOWN OF RANCHESTER, WYOMING:

By: _____

Name: _____

Title: _____

VISIONARY COMMUNICATIONS, INC.:

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX A
GROSS REVENUE FOR CALCULATION OF FRANCHISE FEE

The following telecommunications products would be subject to the Franchise fee:

Business Local Access, Flat Rate

Residential Local Access, Flat Rate Local Access Trunks

Session Initiated Protocol Trunking Hosted Voice Services

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

- Bad debt write-offs and customer credits;
- Installation, upgrade, disconnection or late fees, including non-sufficient funds charges;
- Fees for the leasing or sale of equipment;
- 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 Internet access;
- Revenues from any carrier purchased for resale; and
- Revenues from private-line services not for local access service.

**TOWN OF RANCHESTER
ORDINANCE 287**

ANIMAL PROCEDURES & FEE UPDATES

WHEREAS, This is an Ordinance to Amend 9-5-100, 9-5-110, 9-5-120, 9-5-145, 9-5-150, 9-5-160, 9-5-170

NOW THEREFORE, be it ordained by the governing body of Town of Ranchester, in the State of Wyoming, as follows:

SECTION 1: **AMENDMENT** “9-5-100 Definitions” of the Ranchester Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

9-5-100 Definitions

The following words and phrases when used in this title shall, for the purpose of this title, have the meanings respectively ascribed as follows:

- (a) “Animal” means any living creature, domestic or wild
- (b) “Animal Control Officer” means any officer of the Town designated by the governing body to enforce the provisions of this title.
- (c) “At Large” means off the premises of the owner, and not controlled either by leash, cord, chain or otherwise.
- (d) “Dog” means every canine, male or female.
- (e) “Owner” means any person owning, keeping, harboring, maintaining or having custody of or being in charge of a dog or other animal.
- (f) “Vicious Dog” means any dog which attacks or rushes, bites, snaps, growls or snarls at or otherwise menaces persons, other animals or vehicles, in any public or private place outside the premises of its owner or keeper, or shows disposition to do any of the foregoing without provocation or excuse.
- (g) “Wolf or Wolf breed” means any dog which contains Wolf as an element of its breeding.
- (h) “Cattery” means a residence or other property where more than four cats are kept, harbored, or maintained, provided, however, a residence or other property where more than four cats of the same litter that are under the age of six months are kept, harbored, or maintained is not a cattery.
- (i) “Kennel” means a residence or other property where more than three dogs are kept, harbored, or maintained, provided, however, a residence or other property where more than three dogs of the same litter that are under the age of six months are kept, harbored, or maintained is not a kennel.
- (j) “Hoarding” means keeping, harboring, or maintaining animals in or on a residence or other property without properly housing or caring for any one or more animals or failing

to provide any one or more animals with adequate food, drink, protection from the weather, sanitation, or veterinary care. Hoarding is cruelty to animals. (Ord. 279, 2017; Ord. 207, 2001; Ord. 93 § 1, 1977)

AFTER AMENDMENT

9-5-100 Definitions

The following words and phrases when used in this title shall, for the purpose of this title, have the meanings respectively ascribed as follows:

- (a) “Animal” means any living creature, domestic or wild
- (b) “Animal Control Officer” means any officer of the Town designated by the governing body to enforce the provisions of this title.
- (c) “At Large” means off the premises of the owner, and not controlled either by leash, cord, chain or otherwise.
- (d) “Dog” means every canine, male or female.
- (e) “Owner” means any person owning, keeping, harboring, maintaining or having custody of or being in charge of a dog or other animal.
- (f) “Vicious Dog” means any dog which attacks or rushes, bites, snaps, growls or snarls at or otherwise menaces persons, other animals or vehicles, in any public or private place outside the premises of its owner ~~or keeper~~, or shows disposition to do any of the foregoing without provocation or excuse.
- (g) “Wolf or Wolf breed” means any dog which contains Wolf as an element of its breeding.
- (h) “Cattery” means a residence or other property where more than four cats are kept, harbored, or maintained, provided, however, a residence or other property where more than four cats of the same litter that are under the age of six months are kept, harbored, or maintained is not a cattery.
- (i) “Kennel” means a residence or other property where more than three dogs are kept, harbored, or maintained, provided, however, a residence or other property where more than three dogs of the same litter that are under the age of six months are kept, harbored, or maintained is not a kennel.
- (j) “Hoarding” means keeping, harboring, or maintaining animals in or on a residence or other property without properly housing or caring for any one or more animals or failing to provide any one or more animals with adequate food, drink, protection from the weather, sanitation, or veterinary care. Hoarding is cruelty to animals. (Ord. 279, 2017; Ord. 207, 2001; Ord. 93 § 1, 1977)
- (k) The term “noisy dog” includes any dog, which habitually, constantly, or frequently disturbs the sleep, peace, or quiet of any neighborhood or person at any time.

SECTION 2:AMENDMENT “9-5-110 Animals Running At Large Prohibited” of the Ranchester Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

9-5-110 Animals Running At Large Prohibited

- (a) No animal shall be permitted to run at large within the Town of Ranchester. Any such animal found running at large in the town is hereby declared to be a nuisance. Any person being found guilty of such offense shall be punished by a fine of not more than \$750.00.
- (b) It shall be the duty of the animal control officer or town marshal to confine or impound any animal running at large in a secure pen, pound, or other place provided for that purpose.
- (c) No animal so impounded shall be released until the owner or person in charge of such animal running at large within the town has either been acquitted of such offense or been convicted and paid any fine or penalty imposed upon such conviction.
- (d) It shall be lawful for any person to take up any animal running at large in the town and deliver or cause such animal to be delivered to the Animal Control Officer or marshal, who shall confine or impound such animal.
- (e) Upon a third conviction for violations of this section, the owner of the offending animal shall remove the offending animal from the Town of Ranchester, or the Animal Control Officer may take up the offending animal for purposes of disposing of the offending animal in the most humane way possible. (Ord. 207, 2001; Ord. 150 § 15, 1984; Ord. 93 § 15, 1977; Ord. 4 § 1, 1911)

AFTER AMENDMENT

9-5-110 Animals Running At Large Prohibited

- (a) No animal shall be permitted to run at large within the Town of Ranchester. Any such animal found running at large in the Town is hereby declared to be a nuisance. ~~Any person being found guilty of such offense shall be punished by a fine of not more than \$750.00.~~
- (b) It shall be the duty of the animal control officer ~~or town marshal~~ to confine or impound any animal running at large in a secure pen, pound, or other place provided for that purpose.
- (c) No animal so impounded shall be released until the owner ~~or person in charge~~ of such animal running at large within the Town has ~~either been acquitted of such offense or been convicted and~~ paid any fine or ~~penalty imposed upon such conviction~~fee.
- (d) It shall be lawful for any person to ~~take up~~detain any animal running at large in the Town and deliver ~~it or cause such animal to be delivered~~ to the Animal Control Officer ~~or marshal~~, who shall confine or impound such animal.
- (e) Upon a third conviction for violations of this section, the owner of the offending animal ~~shall~~may be required to remove the offending animal from the Town of Ranchester, ~~or the Animal Control Officer may take up the offending animal for purposes of disposing of the offending animal in the most humane way possible~~. (Ord. 207, 2001; Ord. 150 § 15, 1984; Ord. 93 § 15, 1977; Ord. 4 § 1, 1911)

SECTION 3: AMENDMENT “9-5-120 Rabies Vaccination Required For Dogs And Cats” of the Ranchester Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

9-5-120 Rabies Vaccination Required For Dogs And Cats

- (a) Every owner, keeper or harbor(er) of any cat or dog within the Town of Ranchester shall cause any such animal to be vaccinated against rabies and shall maintain a current and valid rabies vaccination at all times. Such owner or harbor(er) of such animals shall cause to be securely fastened about the neck of such animal at all times a band or strap to which shall be securely fastened evidence of such rabies vaccination in addition to any other license or proof which may be required. Any person being found guilty of such offense shall be punished by a fine of not more than \$750.00. Each day any violation of this section continues shall constitute a separate offense punishable by fine as set forth above.
- (b) No owner, keeper or harbor(er) shall permit or allow any animal to wear or to be displayed on any animal a tag or anything else issued for another animal which received a rabies vaccination or for which a license was issued. (Ord. 207, 2001; Ord. 93 § 10, 1977)

AFTER AMENDMENT

9-5-120 Rabies Vaccination Required For Dogs And Cats

- (a) ~~Every o~~Owners, keeper or harbor(er), of any cat or dog within the Town of Ranchester shall ~~cause any~~have such animal ~~to be~~ vaccinated against rabies and shall maintain a ~~current and~~ valid rabies vaccination at all times. ~~Such o~~Owners or harbor(er) of such animals shall ~~cause to be~~securely fastened about the neck of ~~be required to provide each dog with a collar or harness to attach the Town issued license tag such animal at all times a band or strap to which shall be securely fastened evidence of such~~and valid rabies vaccination ~~tag~~in addition to any other license or proof which may be required. ~~Any person being found guilty of such offense shall be punished by a fine of not more than \$750.00. Each day any violation of this section continues shall constitute a separate offense punishable by fine as set forth above.~~
- (b) No owner, ~~keeper or harbor(er)~~ shall permit or allow any animal to wear or to be displayed on any animal a tag or anything else issued for another animal which received a rabies vaccination or for which a license was issued. (Ord. 207, 2001; Ord. 93 § 10, 1977)

SECTION 4: AMENDMENT “9-5-145 Domestic Fowl” of the Ranchester Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

9-5-145 Domestic Fowl

- (a) Domestic fowl will be allowed within the Town of Ranchester by permit only with a limit of six (6) per residence. Roosters or male domestic fowl will not be allowed.
- (b) The permit shall be issued for a \$25 fee after the permittee agrees within the permit process to maintain the following:
 - (1) Domestic fowl shall be contained in a non-conspicuous location at the rear of the residence as viewed from the street curb.
 - (2) Indoor and outdoor containment shall be provided.
 - (3) Coop and outdoor run must contain domestic fowl from all sides including top and bottom and be set back ten (10) feet from all property lines.
 - (4) Coop shall provide minimum four (4) square feet per bird and run shall provide a minimum of ten (10) square feet per bird.
 - (5) Feed shall be kept indoors and within an enclosed container and not be allowed to attract other animals.
- (c) Permits are not transferrable upon sale of residence.
- (d) If any violation continues after a two-week notice is given to the permit holder by the animal control officer the permit may be revoked by the animal control officer and a fine of \$100 per week will be assessed until the domestic fowl are removed. If the Ranchester Town Council receives neighborhood complaints, the permit may be brought up for review at a regular Council meeting and the Council may revoke the permit if any violation of ordinances exists. (Ord. 252, 2013)

AFTER AMENDMENT

9-5-145 Domestic Fowl

- (a) Domestic fowl will be allowed within the Town of Ranchester by permit only with a limit of six (6) per residence. Roosters or male domestic fowl will not be allowed.
- (b) The permit shall be issued for a \$25 fee ([for amount see Fee Schedule](#)) after the permittee agrees within the permit process to maintain the following:
 - (1) Domestic fowl shall be contained in a non-conspicuous location at the rear of the residence as viewed from the street curb.
 - (2) Indoor and outdoor containment shall be provided.
 - (3) ~~The Coop and outdoor run must contain~~ domestic fowl [must be in a coop or outdoor run with](#) ~~from all~~ sides including top and bottom and be set back ten (10) feet from all property lines.
 - (4) Coop shall provide minimum four (4) square feet per bird and run shall provide a minimum of ten (10) square feet per bird.
 - (5) Feed shall be kept indoors and within an enclosed container and not be allowed to attract other animals.
- (c) Permits are not transferrable upon sale of residence.
- (d) If any violation continues after a two-week notice is given to the permit holder by the animal control officer the permit may be revoked by the animal control officer and a fine

of \$100 per week will be assessed until the domestic fowl are removed. If the Ranchester Town Council receives neighborhood complaints, the permit may be brought up for review at a regular Council meeting and the Council may revoke the permit if any violation of ordinances exists. (Ord. 252, 2013)

SECTION 5: AMENDMENT “9-5-150 Registration And Licensing Dogs” of the Ranchester Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

9-5-150 Registration And Licensing Dogs

- (a) No household or person shall be allowed to keep, harbor or maintain more than three dogs over six months old at any time within the Town of Ranchester.
- (b) It shall be unlawful for any person to keep, harbor or maintain any dog more than six months old in the Town of Ranchester, with the exception of seeing eye dogs or dogs used in aiding the handicapped, unless he shall register and license the dog annually, no later than February 1st of each and every year, with the Town Clerk and pay to the clerk the following license fee for each dog or dogs kept or maintained by him within the Town of Ranchester, to-wit:
 - (1) Male Dogs and Spayed Female Dogs \$3.00
 - (2) Un-spayed Female Dogs \$5.00
- (c) At the time application is made for such license, the owner shall inform the Town Clerk in writing of his name and address, as well as the name, breed, color and sex of each dog owned or kept by him.
- (d) Upon payment of the license fee, the Town clerk shall issue a receipt therefore and a tag for the current year which tag must be worn by the dog at all times. In case a dog tag is lost or destroyed, a duplicate will be issued by the Town Clerk upon presentation of a receipt showing the payment of the license fee for the current year, and payment of \$.50 for such duplicate tag. Dog tags shall not be transferable from one dog to another and no refunds shall be made on any dog license because of the death or the owner’s leaving before the expiration of the license.
- (e) After the license fee has been paid, the Town Clerk shall register the dog in a book kept for that purpose, which book shall describe each dog by tag, number, name, and breed, color and sex as well as designating the name and address of the dog owner.
- (f) Each dog license shall expire on the 30th day of June, each year, and shall be renewed and a license and tag issued on or before said date each year. A new license may be issued at any time during the year for the license fee set forth in the subparagraph (b) of this section. Licenses are due upon the day the owner or person caring for the dog takes up residence within the Town of Ranchester.
- (g) No dog license shall be issued under the provision of this ordinance unless the applicant therefore shall have obtained and exhibited to the Town Clerk a certificate issued by a licensed veterinarian showing that the dog sought to be licensed has a valid rabies

vaccination good for at least the current calendar year.

- (h) It shall be unlawful for any person to remove from a dog any tag or collar to which is fastened or attached a licensed tag.
- (i) Any dog more than six months old found within the town without a current and valid dog license as required in this section is hereby declared to be a public nuisance, and is hereby made the duty of the animal control officer or any other administrative official to pick up and confine such dog in accordance with § 9-5-170. Any person being found guilty violating this section shall be punished by a fine of not more than \$750.00. Each day any violation of this section continues shall constitute a separate offense punishable by fine as set forth above. (Ord. 207, 2001; Ord. 93 § 2-§ 10, 1977; Ord. 36 § 2, 1916; Ord. 7 § 2, 1911)

AFTER AMENDMENT

9-5-150 Registration And Licensing Dogs

- (a) No household or person shall be allowed to keep, harbor or maintain more than three dogs over six months old at any time within the Town of Ranchester.
- (b) It shall be unlawful for any person to keep, harbor or maintain any dog more than six months old without being registered in the Town of Ranchester, with the exception of certified service seeing eye dog(s) or dogs used in aiding the handicapped, ~~unless he shall register and license the dog annually, no later than February 1st of each and every year, with the Town Clerk and pay to the clerk the following license fee for each dog or dogs kept or maintained by him within the Town of Ranchester, to-wit:~~
 - ~~(1) Male Dogs and Spayed Female Dogs \$3.00~~
 - ~~(2) Un-spayed Female Dogs \$5.00~~
- (c) At the time application is made for such license, the owner shall inform the Town Clerk in writing of his with a name and address, as well as the name, breed, color and sex of each dog owned ~~or kept by him~~.
- (d) Upon payment of the license fee (for amount click to see Fee Schedule), the Town Clerk shall issue a receipt ~~therefore~~ and a tag that is valid for one ~~for the current~~ year from date of registration. ~~The~~ which tag must be worn by the dog at all times. In case a dog tag is lost or destroyed, a duplicate will be issued by the Town Clerk after verification of upon presentation of a receipt showing the payment of the license fee ~~for the current year, and payment of \$.50 for such duplicate tag~~. Dog tags shall not be transferable from one dog to another and no refunds shall be made on any dog license because of the death of the dog or the owner's leaving before the expiration of the license.
- ~~(e) After the license fee has been paid, the Town Clerk shall register the dog in a book kept for that purpose, which book shall describe each dog by tag, number, name, and breed, color and sex as well as designating the name and address of the dog owner.~~
- (f) Each dog license shall expire ~~on the 30th day of June, each~~ one year from the date of registration; and license shall be renewed ~~and a license and tag issued~~ on or before said date each year. A new license may be issued at any time during the year ~~for the license fee set forth in the subparagraph (b) of this section. Licenses are due upon the day the~~

~~owner or person caring for the dog takes up residence within the Town of Ranchester.~~

- (g) No dog license shall be issued under the provision of this ordinance unless the applicant therefore shall have obtained and exhibited to the Town Clerk a certificate issued by a licensed veterinarian showing that the dog sought to be licensed has a valid rabies vaccination good for at least the current calendar year.
- (h) It shall be unlawful for any person to remove ~~from a dog any tag or a~~ collar or harness from an animal not belonging to them. ~~which is fastened or attached a licensed tag.~~
- (i) Any dog more than six months old found within the ~~t~~Town without a ~~current and~~ valid dog license as required in this section is hereby declared to be a public nuisance, and is ~~hereby made~~ the duty of the animal control officer or any other administrative official to pick up and confine such dog in accordance with § 9-5-170. ~~Any person being found guilty violating this section shall be punished by a fine of not more than \$750.00. Each day any violation of this section continues shall constitute a separate offense punishable by fine as set forth above.~~ (Ord. 207, 2001; Ord. 93 § 2-§ 10, 1977; Ord. 36 § 2, 1916; Ord. 7 § 2, 1911)

SECTION 6: AMENDMENT “9-5-160 Prohibiting And Keeping Of Vicious Dog Or Noisy Dog” of the Ranchester Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

9-5-160 Prohibiting And Keeping Of Vicious Dog Or Noisy Dog

- (a) It shall be unlawful to allow any dog, which is vicious, noisy, or a nuisance within the corporate limits of the Town of Ranchester.
- (b) The term “vicious dog” includes any dog which attacks, rushes, bites, snaps, growls or snarls, or otherwise menaces persons, other animals, or vehicles in any public or private place outside the premises of its owner or keeper or shows a disposition to do any of the foregoing, without provocation or excuse.
- (c) The term “noisy dog” includes any dog, which habitually, constantly, or frequently disturbs the sleep, peace, or quiet of any neighborhood or person at any time.
- (d) Every noisy dog and every dog which chews, tears, digs or scratches, litters up or soils, destroys, or in any other manner injures any clothing, washing, garbage containers, gardens, flower beds, lawns, tree or shrubbery, or any other public or private property, real or personal, shall be deemed a nuisance, and the owner or keeper of such animal shall be liable as the author of a nuisance and the person owning or harboring such dog shall be subject to the penalties hereinafter provided, except that before any prosecution is brought, it shall be necessary for the complaining party to file a written complaint with the animal control officer that the dog is creating a disturbance and nuisance by its continuous barking, howling, yelping, or otherwise violating the provisions of this section and ordinance, and unless said nuisance is abated within five days after receipt of such notice from the Town, a complaint will be filed. Upon conviction, the owner of such dog shall be punished by a fine of not more than \$750.00 for such offense.

- (e) Any animal, which attacks a person in a vicious manner, may be destroyed and/or the owner or responsible person for the animal may be fined up to \$750.00. Proof of the fact that the animal has bitten or attacked any person in a place where the person was entitled to be at the time of the attack is evidence that the animal is vicious. The town may destroy any vicious animal found at large that cannot be safely taken up.
- (f) The owner of any animal deemed vicious by the definitions of this chapter shall have 24 hours to remove the animal from the Town of Ranchester. If the animal is not removed in 24 hours the Animal Control Officer shall impound the animal, or if the animal is too vicious to safely take up, may destroy the animal. (Ord. 207, 2001; Ord. 93 §§ 7, 17, 18, 1977; Ors. 179 § 1-§ 3, 1996; Ord. 163 § 1-§ 3, 1991)

AFTER AMENDMENT

9-5-160 Prohibiting And Keeping Of Vicious Dog Or Noisy Dog

- (a) It shall be unlawful to allow any dog, which is vicious, noisy, or a nuisance within the corporate limits of the Town of Ranchester.
- (b) ~~The term “vicious dog” includes any dog which attacks, rushes, bites, snaps, growls or snarls, or otherwise menaces persons, other animals, or vehicles in any public or private place outside the premises of its owner or keeper or shows a disposition to do any of the foregoing, without provocation or excuse.~~
- (c) ~~The term “noisy dog” includes any dog, which habitually, constantly, or frequently disturbs the sleep, peace, or quiet of any neighborhood or person at any time.~~
- (d) Every noisy dog and every dog which chews, tears, digs or scratches, litters up or soils, destroys, or in any other manner injures any clothing, washing, garbage containers, gardens, flower beds, lawns, tree or shrubbery, or any other public or private property, real or personal, shall be deemed a nuisance, and the owner ~~or keeper~~ of such animal shall be liable as the author of a nuisance and the person owning or harboring such dog shall be subject to the penalties hereinafter provided, except that before any prosecution is brought, it shall be necessary for the complaining party to file a written complaint with the animal control officer that the dog is creating a disturbance and nuisance by its continuous barking, howling, yelping, or otherwise violating the provisions of this section and ordinance, and unless said nuisance is abated within five days after receipt of such notice from the Town, a complaint will be filed. ~~Upon conviction, the owner of such dog shall be punished by a fine of not more than \$750.00 for such offense.~~
- (e) ~~Any animal, which attacks a person in a vicious manner, may be destroyed and/or the owner or responsible person for the animal may be fined up to \$750.00. Proof of the fact that the animal has bitten or attacked any person in a place where the person was entitled to be at the time of the attack is evidence that the animal is vicious. The town may destroy any vicious animal found at large that cannot be safely taken up.~~
- (f) The owner of any animal deemed vicious by the definitions of this chapter shall have 24 hours to remove the animal from the Town of Ranchester. If the animal is not removed in 24 hours the Animal Control Officer shall impound the animal, ~~or if the animal is too vicious to safely take up, may destroy the animal.~~. (Ord. 207, 2001; Ord. 93 §§ 7, 17, 18, 1977; Ors. 179 § 1-§ 3, 1996; Ord. 163 § 1-§ 3, 1991)

SECTION 7: AMENDMENT “9-5-170 Impounding And Disposition Of Unclaimed Or Infected Animals” of the Ranchester Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

9-5-170 Impounding And Disposition Of Unclaimed Or Infected Animals

- (a) It shall be the duty of the animal control officer or town marshal to apprehend any animal, other than a cat, running a large or any dog found without a current rabies vaccination tag, contrary to the provisions of §§ 9-5-110, 9-5-120, 9-5-130, and 9-5-140, hereof, and to impound such animal or dog or cat at the dog pound or other suitable place. The officer upon receiving any animal or dog or cat shall make a complete registry, entering the breed, color and sex of such animal or dog or cat and if a dog, whether the dog is licensed. if licensed, he shall enter the name and address of the dog owner and the number of the license tag.
- (b) No later than two days after the impounding of animal or dog or cat, the owner shall be notified if he can be identified and found. Notice by mail shall be sufficient and such notice shall be deemed to have been served when it is deposited in the mail, postage prepaid, and bearing the last known address of the owner. The owner of any impounded animal or dog or cat may reclaim such animal within three days after it has been impounded, upon payment of the license fee, if unpaid, and all costs and charges incurred by the town in connection with the impounding, care, and maintenance of said animal or dog or cat. A fee of \$15.00 shall be paid to the Town clerk or animal control officer for impounding any animal or dog or cat for each 24-hour period or fraction thereof, that the animal in question shall have been in the pound.
- (c) Any impounded animal or dog or cat, not claimed by the owner within three days, may be given away to any person, may be redeemed or sold to any person for the redemption price, or if the animal or dog or cat is not given away or redeemed, then it shall be destroyed in the most humane manner available. Any unlicensed dog required by law to be licensed, or any animal which is vicious or which appears to be suffering from rabies or affected with hydrophobia, mange, or other infectious or dangerous disease shall not be released but may be destroyed, provided an animal which is vicious or suspected of rabies shall be held for at least two weeks before destruction. An animal which is seriously injured need not be released, and may be destroyed if the owner of such animal cannot be determined. (Ord. 207, 2001; Ord. 179 § 2, 1996; Ord. 150 § 20, 1984; Ord. 93 §§ 20, 22, 1977; Ord. 70, 1973; Ord. 34 § 1, 1915; Ord. 7 § 3, 1911; Ord. 4 § 4, 1911)

AFTER AMENDMENT

9-5-170 Impounding And Disposition Of Unclaimed Or Infected Animals

- (a) It shall be the duty of the animal control officer ~~or town marshal~~ to apprehend any

animal, ~~other than a cat,~~ running at large, or any dog found without a valid current rabies vaccination tag, contrary to the provisions of §§ 9-5-110, 9-5-120, 9-5-130, and 9-5-140, ~~hereof,~~ and to impound such animal ~~or dog or cat at the dog pound or other~~ a suitable place. ~~The officer upon receiving any animal or dog or cat shall make a complete registry, entering the breed, color and sex of such animal or dog or cat and if a dog, whether the dog is licensed. if licensed, he shall enter the name and address of the dog owner and the number of the license tag.~~

- (b) ~~No later than two days after the impounding of animal or dog or cat, the owner shall be notified if he can be identified and found. Notice by mail shall be sufficient and such notice shall be deemed to have been served when it is deposited in the mail, postage prepaid, and bearing the last known address of the owner. The owner of any impounded animal or dog or cat may reclaim such animal within three days after it has been impounded, upon payment of the license fee, if unpaid, and all costs and charges incurred by the town in connection with the impounding, care, and maintenance of said animal or dog or cat. A fee of \$15.00 shall be paid to the Town ~~e~~Clerk ~~or animal control officer~~ to reclaim an ~~for~~ impounding ~~any animal or dog or cat for each 24-hour period or fraction thereof, that the animal in question shall have been in the pound.~~~~
- (e) ~~Any impounded animal or dog or cat, not claimed by the owner within three days, may be given away to any person, may be redeemed or sold to any person for the redemption price, or if the animal or dog or cat is not given away or redeemed, then it shall be destroyed in the most humane manner available. Any unlicensed dog required by law to be licensed, or any animal which is vicious or which appears to be suffering from rabies or affected with hydrophobia, mange, or other infectious or dangerous disease shall not be released but may be destroyed, provided an animal which is vicious or suspected of rabies shall be held for at least two weeks before destruction. An animal which is seriously injured need not be released, and may be destroyed if the owner of such animal cannot be determined. (Ord. 207, 2001; Ord. 179 § 2, 1996; Ord. 150 § 20, 1984; Ord. 93 §§ 20, 22, 1977; Ord. 70, 1973; Ord. 34 § 1, 1915; Ord. 7 § 3, 1911; Ord. 4 § 4, 1911)~~

SECTION 8: REPEALER CLAUSE All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 9: SEVERABILITY CLAUSE Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

PASSED AND ADOPTED BY THE TOWN OF RANCHESTER COUNCIL _____

	AYE	NAY	ABSENT	ABSTAIN
Jeffrey Barron	_____	_____	_____	_____
Jessica Weaver	_____	_____	_____	_____
Randy Sundquist	_____	_____	_____	_____
Tracey Deromedi	_____	_____	_____	_____

Presiding Officer

Attest

Peter Clark, Mayor, Town of
Ranchester

Barbara Brackeen-Kepley, Clerk-
Treasurer Town of Ranchester

EXHIBIT A

The file attached hereto as Exhibit "A" is hereby added and incorporated herein by this reference

EXHIBIT B

The file attached hereto as Exhibit "B" is hereby added and incorporated herein by this reference



PO Box 695, Ranchester, WY 82839

Treasurers Report
February 2, 2021

		1/19/2021	2/2/2021
First Federal Bank & Trust			
General Fund Checking		\$ 266,055.75	\$ 284,826.99
Savings Acct Plant Investment Fees & Deprecation Funds		\$ 274,586.99	\$ 274,680.27
CAP Tax Savings		\$ 583,031.99	\$ 609,627.01
	TOTAL	\$ 1,123,674.73	\$ 1,169,134.27
Xpress Bill Pay Acct			
	TOTAL	\$ 22,179.71	\$ 8,201.20
Cowboy State Bank			
Rental Income/Economic Development		\$ 93,493.59	\$ 93,499.53
Court Fines & Fees		\$ 730.47	\$ 730.49
	TOTAL	\$ 94,224.06	\$ 94,230.02
Connor Park			
		\$ -	\$ -
Rental Deposits		\$ 904.92	\$ 904.98
Utility Deposits		\$ 19,613.63	\$ 19,614.87
Investment Accounts			
Cloud Peak Investments (SIGMA)		\$ 270,901.18	\$ 270,901.18
WY Class Water/Sewer Plant Depreciation Acct		\$ 102,826.44 *	\$ 102,832.29
	TOTAL	\$ 373,727.62	\$ 373,733.47
	TOTAL	\$ 1,613,806.12	\$ 1,645,298.96

Barbara Brackeen-Kepley
Clerk-Treasurer


Report Criteria:

- Detail report.
- Invoices with totals above \$0 included.
- Paid and unpaid invoices included.

Vendor	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided	GL Account and Title
Betty Moreland								
	367	636920	Admin-Cleaning	01/18/2021	90.00	.00		10-41-220 CONTRACTED SERVICES/FEE
	367	636920	Library-Cleaning	01/18/2021	60.00	.00		10-41-550 LIBRARY EXPENSES
Total Betty Moreland:				150.00	.00			
Century Link								
	403	190746788	Admin-Communications 60%	01/21/2021	804.27	.00		10-41-230 COMMUNICATIONS
	403	190746788	Library-Communications 40%	01/21/2021	536.19	.00		10-41-550 LIBRARY EXPENSES
Total Century Link:				1,340.46	.00			
CH Diagnostic & Consulting Ser, Inc.								
	354	20200667	Water Plant Water Testing	12/24/2020	815.00	.00		51-71-220 CONTRACTUAL SERVICES
Total CH Diagnostic & Consulting Ser, Inc.:				815.00	.00			
First Interstate Bank Purchase Card								
	356	PC NOV 2020	BLUE SHOP TOWELS FOR TOW	12/01/2020	19.60	19.60	12/17/2020	10-41-260 OFFICE SUPPLIES
	356	PC NOV 2020	WATER PLANT UPGRADE	12/01/2020	10.52	10.52	12/17/2020	41-40-360 WATER PLANT IMPROVEMENT
	356	PC NOV 2020	REPLACEMENT BREAKER FOR	12/01/2020	82.51	82.51	12/17/2020	10-70-100 MERCANTILE EXPENSES
	356	PC NOV 2020	PHOTO SENSOR FOR EXTERIO	12/01/2020	11.86	11.86	12/17/2020	10-70-200 INFORMATION CENTER EXPEN
	356	PC NOV 2020	WIRE NUTS FOR ELECTRICAL (12/01/2020	16.31	16.31	12/17/2020	10-52-310 OPERATING SUPPLIES
	356	PC NOV 2020	RETURNED ELECTRICAL BOX	12/01/2020	31.76-	31.76-	12/17/2020	41-40-360 WATER PLANT IMPROVEMENT
	356	PC NOV 2020	GFI RECEPTICALS FOR MERCH	12/01/2020	126.63	126.63	12/17/2020	10-70-100 MERCANTILE EXPENSES
	356	PC NOV 2020	NEW PLC	12/01/2020	148.00	148.00	12/17/2020	52-70-420 EQUIPMENT & REPAIR
	356	PC NOV 2020	HEAT TAPE TO KEEP BISULFAT	12/01/2020	59.97	59.97	12/17/2020	52-70-420 EQUIPMENT & REPAIR
	356	PC NOV 2020	ELECTRICAL BOX	12/01/2020	31.76	31.76	12/17/2020	41-40-360 WATER PLANT IMPROVEMENT
	356	PC NOV 2020	HOSES FOR SODIUM BISULFAT	12/01/2020	169.67	169.67	12/17/2020	52-70-420 EQUIPMENT & REPAIR
	356	PC NOV 2020	CHLORINE CYLINDERS	12/01/2020	25.00	25.00	12/17/2020	51-71-350 OPERATING EXPENSES
	356	PC NOV 2020	STREET SWEEPER REPAIR	12/01/2020	54.95	54.95	12/17/2020	10-63-420 EQUIPMENT MAINTENANCE/PA
	356	PC NOV 2020	CHRISTMAS LIGHTS FOR TREE	12/01/2020	49.96	49.96	12/17/2020	31-41-720 ACTIVITIES
	356	PC NOV 2020	CHRISTMAS DECORATION FOR	12/01/2020	129.00	129.00	12/17/2020	31-41-720 ACTIVITIES
	356	PC NOV 2020	SHIPPING CRYPTO SAMPLE	12/01/2020	79.02	79.02	12/17/2020	51-71-350 OPERATING EXPENSES
	356	PC NOV 2020	HYDROLIC HOES FOR BACKHO	12/01/2020	80.50	80.50	12/17/2020	10-52-420 EQUIPMENT MAINTENANCE/PA
	356	PC NOV 2020	ROPE FOR SHOP SUPPLIES	12/01/2020	33.98	33.98	12/17/2020	10-52-310 OPERATING SUPPLIES
	356	PC NOV 2020	CHRISTMAS LIGHTS FOR TREE	12/01/2020	321.03	321.03	12/17/2020	31-41-720 ACTIVITIES
	356	PC NOV 2020	NEW RUG FOR DOORWAY	12/01/2020	29.97	29.97	12/17/2020	52-70-420 EQUIPMENT & REPAIR
	356	PC NOV 2020	WATER ANALYSIS	12/01/2020	206.00	206.00	12/17/2020	51-71-220 CONTRACTUAL SERVICES
	356	PC NOV 2020	NOTARY STAMPS/BARB & MAR	12/01/2020	56.94	56.94	12/17/2020	10-41-260 OFFICE SUPPLIES
	356	PC NOV 2020	MOUSE PAD PLANNER, YEARL	12/01/2020	27.46	27.46	12/17/2020	10-41-260 OFFICE SUPPLIES
	356	PC NOV 2020	PUBLICATIONS	12/01/2020	79.00	79.00	12/17/2020	10-41-405 ADVERTISING & WEBSITE
	356	PC NOV 2020	OLD ONE TON GMC TIRES ON	12/01/2020	42.50	42.50	12/17/2020	10-52-420 EQUIPMENT MAINTENANCE/PA
	356	PC NOV 2020	TRASH CAN/PRINTER PAPER	12/01/2020	45.49	45.49	12/17/2020	10-41-260 OFFICE SUPPLIES
	356	PC NOV 2020	PAINT FOR LAGOON	12/01/2020	277.74	277.74	12/17/2020	52-70-430 MAINTENANCE & REPAIR
	356	PC NOV 2020	PAINT FOR WATERPLANT	12/01/2020	287.46	287.46	12/17/2020	41-40-360 WATER PLANT IMPROVEMENT
	356	PC NOV 2020	HOSES FOR CHEMICAL PUMPS	12/01/2020	67.71	67.71	12/17/2020	51-71-350 OPERATING EXPENSES
	356	PC NOV 2020	CASH/COIN DRAWER & LABELS	12/01/2020	48.93	48.93	12/17/2020	10-41-260 OFFICE SUPPLIES
	356	PC NOV 2020	MAINT. WHITE GMC BRAKES	12/01/2020	148.81	148.81	12/17/2020	10-52-410 VEHICLE MAINTENANCE/PART
	356	PC NOV 2020	WTP SUPPLIES	12/01/2020	2,839.98	2,839.98	12/17/2020	51-71-350 OPERATING EXPENSES
	356	PC NOV 2020	OFFICE CHAIR	12/01/2020	435.00	435.00	12/17/2020	51-71-310 OFFICE SUPPLIES
	356	PC NOV 2020	SPLIT - ADMIN - SERVICES (87	12/01/2020	235.20	235.20	12/17/2020	10-41-220 CONTRACTED SERVICES/FEE

Vendor	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided	GL Account and Title
356	PC NOV 2020	SPLIT - LIBRARY RUG SERVICE	12/01/2020	33.10	33.10	12/17/2020		10-41-550 LIBRARY EXPENSES
356	PC NOV 2020	CONNER PARK	12/01/2020	97.72	97.72	12/17/2020		10-64-310 OPERATING SUPPLIES/EXPEN:
356	PC NOV 2020	PAINT AND FLAGS FOR LOCAT	12/01/2020	107.32	107.32	12/17/2020		52-70-310 SUPPLIES
356	PC NOV 2020	PAINT FOR LOCATES AND ALC	12/01/2020	41.08	41.08	12/17/2020		51-71-350 OPERATING EXPENSES
356	PC NOV 2020	TIRE REPAIR ON GARBAGE TR	12/01/2020	45.00	45.00	12/17/2020		53-70-420 EQUIPMENT & REPAIR
356	PC NOV 2020	REPLACE PHONE	12/01/2020	672.00	672.00	12/17/2020		51-71-310 OFFICE SUPPLIES
356	PC NOV 2020	PARTS TO REBUILD A PUMP	12/01/2020	313.49	313.49	12/17/2020		52-70-420 EQUIPMENT & REPAIR
356	PC NOV 2020	REPAIR GARBAGE TRUCK (BR	12/01/2020	78.23	78.23	12/17/2020		53-70-420 EQUIPMENT & REPAIR
356	PC NOV 2020	AIR CHUCK	12/01/2020	12.22	12.22	12/17/2020		10-52-310 OPERATING SUPPLIES
356	PC NOV 2020	STREET SWEEPER REPAIR	12/01/2020	133.30	133.30	12/17/2020		10-52-420 EQUIPMENT MAINTENANCE/PA
356	PC NOV 2020	ANNUAL MEMBERSHIP DUES	12/01/2020	60.00	60.00	12/17/2020		10-41-500 MEMBERSHIP FEES/DUES
356	PC NOV 2020	CULLIGAN 5 GALLON WATER C	12/01/2020	32.00	32.00	12/17/2020		10-41-260 OFFICE SUPPLIES
356	PC NOV 2020	CULLIGAN 5 GALLON WATER C	12/01/2020	16.00	16.00	12/17/2020		10-52-220 OFFICE SUPPLIES & SERVICES
356	PC NOV 2020	RAISING VALVE BOX TO NEW G	12/01/2020	69.15	69.15	12/17/2020		41-40-320 CAPITAL IMPROVEMENT PROJ
356	PC NOV 2020	CYLINDER RENT	12/01/2020	12.09	12.09	12/17/2020		10-52-310 OPERATING SUPPLIES
356	PC NOV 2020	WATER ANALYSIS	12/01/2020	210.00	210.00	12/17/2020		51-71-350 OPERATING EXPENSES
Total First Interstate Bank Purchase Card:				8,179.40	8,179.40			
Madden, Marlene								
404	012121	Groceries for Council Orientation	01/21/2021	94.40	.00			31-41-720 ACTIVITIES
Total Madden, Marlene:				94.40	.00			
MDU Resources Group, Inc.								
129	01212021	admin	01/21/2021	466.15	.00			10-41-210 UTILITIES
129	01212021	Maint Dept	01/21/2021	1,564.08	.00			10-52-210 UTILITIES
129	01212021	Water Dept	01/21/2021	1,304.41	.00			51-71-210 UTILITIES
129	01212021	SEWER	01/21/2021	788.92	.00			52-70-210 UTILITIES
129	01212021	Mercantile	01/21/2021	421.30	.00			10-70-100 MERCANTILE EXPENSES
129	01212021	connor park	01/21/2021	43.03	.00			10-64-310 OPERATING SUPPLIES/EXPEN:
129	01212021	info center	01/21/2021	532.10	.00			10-70-200 INFORMATION CENTER EXPEN
Total MDU Resources Group, Inc.:				5,119.99	.00			
MUNICODE								
388	00353701	Admin Website Base Features/An	01/22/2021	2,950.00	.00			10-41-405 ADVERTISING & WEBSITE
Total MUNICODE:				2,950.00	.00			
ONE-CALL of WYOMING								
144	58249	Water Dept	01/08/2021	187.35	.00			51-71-220 CONTRACTUAL SERVICES
144	58249	sewer dept	01/08/2021	187.35	.00			52-70-520 CONTRACTUAL SERVICES
Total ONE-CALL of WYOMING:				374.70	.00			
SHERIDAN CO. CONSERVATION DI								
164	20-21FY BUDG	budget alloc. FY 20-21	02/02/2021	1,000.00	.00			31-40-610 SHERIDAN CO. CONSERVATIO
Total SHERIDAN CO. CONSERVATION DI:				1,000.00	.00			
SHERIDAN COUNTY CLERK								
168	2020 ELECTIO	2020 Election Expenses	01/22/2021	3,111.40	.00			31-41-406 ELECTION EXPENSES
Total SHERIDAN COUNTY CLERK:				3,111.40	.00			

Vendor	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided	GL Account and Title
SHERIDAN COUNTY TREASURER								
171	CAP TAX-RAN	2020 Cap Tax Education Program	01/29/2021	743.76	.00			31-41-406 ELECTION EXPENSES
Total SHERIDAN COUNTY TREASURER:				743.76	.00			
US POSTAL SERVICE								
213	1/28/21	water card - postage	01/28/2021	39.55	39.55	01/28/2021		51-71-650 BILLING EXPENSES
213	1/28/21	sewer - postage water cards	01/28/2021	39.55	39.55	01/28/2021		52-70-950 BILLING EXPENSES
213	1/28/21	sanitation - water card postage	01/28/2021	39.55	39.55	01/28/2021		53-70-950 BILLING EXPENSES
Total US POSTAL SERVICE:				118.65	118.65			
WWC Engineering								
401	201710006	TR Pathway Study	01/22/2021	3,355.89	.00			41-40-320 CAPITAL IMPROVEMENT PROJ
Total WWC Engineering:				3,355.89	.00			
Grand Totals:				27,353.65	8,298.05			


Barbara Brackeen-Kepley
Clerk-Treasurer

Report Criteria:
Detail report
Invoices with totals above \$0 included.
Paid and unpaid invoices included

Report Criteria:

- Computed checks included
- Manual checks included
- Supplemental checks included
- Termination checks included
- Void checks included

Pay Period Date	Journal Code	Check Issue Date	Department	Check Number	Payee ID	Description	GL Account	Amount
01/24/2021	PC	01/29/2021	Admin/1041	1292101	5		01-10120	1,319.46-
01/24/2021	PC	01/29/2021	Admin/1041	1292100	16		01-10120	913.67-
01/24/2021	PC	01/29/2021	Admin/1041	1292100	17		01-10120	807.08-
01/24/2021	PC	01/29/2021	Admin/1041	1292101	35		01-10120	1,412.72-
01/24/2021	PC	01/29/2021	Admin/1041	1292101	36		01-10120	1,263.94-
01/24/2021	PC	01/29/2021	Admin/1041	1292100	106		01-10120	78.50-
01/24/2021	PC	01/29/2021	Admin/1041	1292100	107		01-10120	78.50-
01/24/2021	PC	01/29/2021	Admin/1041	1292101	137		01-10120	78.50-
01/24/2021	PC	01/29/2021	Admin/1041	1292101	138		01-10120	78.50-
01/24/2021	PC	01/29/2021	HEA, REC,PARKS/1052	1292100	8		01-10120	1,075.54-
01/24/2021	PC	01/29/2021	HEA, REC,PARKS/1052	1292100	10		01-10120	1,104.57-
01/24/2021	PC	01/29/2021	HEA, REC,PARKS/1052	1292100	31		01-10120	1,278.47-
01/24/2021	PC	01/29/2021	WATER/SEWER	1292100	24		01-10120	460.02-
01/24/2021	PC	01/29/2021	WATER/SEWER	1292100	30		01-10120	1,622.51-
01/24/2021	PC	01/29/2021	WATER/SEWER	1292101	34		01-10120	1,287.15-
Grand Totals:				15				12,859.13-