



---

**Regular Town Council Meeting Agenda**  
**January 19, 2021 at 6:30 PM**  
**Rancheater Town Hall**

An informational packet containing all agenda material is available on our website at  
[www.rancheaterwyoming.com/](http://www.rancheaterwyoming.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 for January 5, 2021

**Public Comment/Guest:**

**Old Business**

3. BNSF Right of Way Update
- [4.](#) Visionary Franchise Agreement Ordinance 286 Second Reading

**New Business**

- [5.](#) Animal Fees and Procedures Ordinance 287 First Reading
6. Depositories for Public Funds.

**Mayors Report**

**Report on Projects**

**Special Committee Reports**

**Future Agenda**

**Approval of Treasurers Report (Treasurer Barbara Brackeen-Kepley)**

- [7.](#) Budget Worksheet Review
- [8.](#) Approval of Treasurers Report

**Approval of Bills & Payroll**

- [9.](#) Approval of Payroll
- [10.](#) Approval of Bills

**Adjournment**

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

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



---

**Regular Town Council Meeting Minutes**  
**January 05, 2021 at 6:30 PM**  
**Rancheater Town Hall**

**Call to Order**

**Pledge of Allegiance**

**Roll Call & Oath of Office**

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

Clerk-Treasurer Barbara Brackeen-Kepley

Assistant Clerk Marlene Madden

Guest: Donnie Dobrenz, Leo & Sandy Hollcroft, Deputy Sheriff Dominquez, Warren Tritschler

Zoom: Stacie McDonald - Visionary

1. Oath of Office - Jeffrey Barron & Tracey Deromedi

**Approval of Current Agenda**

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

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 December 15,2020

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

**Public Comment/Guest:**

**Old Business**

3. BNSF Right of Way Update

Council Member Barron still reviewing documents and does believe that right of way for  
the Natural Gas Pipeline does exist on Railway St. Council Member Barron is waiting for  
clarification from BNSF before moving forward.

## New Business

### 4. Liquor License Public Hearing

Open to Public at 6:35 PM

No comments or Objections

Public Hearing Closed at 6:36 PM

Motion made by Council Member Barron, Seconded by Council Member Weaver to approve the liquor licenses listed.

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

Voting Abstaining: Council Member Deromedi

### 5. Visionary Franchise Agreement Ordinance # 286 First Reading

The agreement has been vetted by the town's attorney and by the clerk, engineer, and mayor.

Council Member Weaver asked about the insurance that is referenced. Visionary will provide that documentation.

Motion made by Council Member Barron, Seconded by Council Member Weaver to approve the first reading.

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

### 6. Appointments to TRVJPB for Natural Gas

Peter Clark and Randy Sundquist nominated to sit on the TRVJPB for Natural Gas.

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

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

Voting Abstaining: Council Member Barron

## Mayors Report

Water Plant pickup truck was broadsided by deer near exit 25 in Sheridan. The driver side airbags deployed. The insurance company has already done the appraisal and paid for the estimated damage. The truck is in the shop being repaired.

Sewer main broke over Christmas weekend. Gary and Mark are watching to ensure it is no longer an issue.

Animal license renewal forms have been sent out to all our residents. Hopefully we can get a better handle on being able to return dogs to the owners instead of taking them to Sheridan Dog and Cat Shelter.

WWC Engineering is doing an in-kind match on the Wolf Creek Road Project Grant. On behalf of the town, we want to say thank you to WWC Engineering for doing this.

## **Report on Projects**

### **Special Committee Reports**

Council Member Barron reported that the Fire Department responded to Acme power plant due to a juvenile trespassing and needed to be rescued after a 35 ft fall. It took a joint effort with the sheriff's department to get the juvenile out. Hopefully this is a lesson for others to respect the no trespassing signs.

The next meeting for TRVJPB for Natural Gas will be on January 21,2021 at 7:00 PM at the Dayton town hall.

Ranchester has potholes from the Visionary and Natural Gas Projects. The companies will be cleaning them up as much as possible for now and in spring they will be reseeded. If you have any questions or concerns please reach out to Mayor Clark so he can ensure they are addressed.

## **Future Agenda**

### **Approval of Treasurers Report (Treasurer Barbara Brackeen-Kepley)**

#### **7. 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**

#### **8. Approval of Bills \$36,877.61**

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

#### **9. Approval of Payroll \$12,868.33**



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

**Adjournment**

6:52 PM

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

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

**Future Town Council Meetings:** January 19; February 2 & 16, 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 1<sup>st</sup> Reading this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**APPROVED** on 2<sup>nd</sup> Reading this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**APPROVED** on 3<sup>rd</sup> 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 \_\_\_\_\_

	<b>AYE</b>	<b>NAY</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
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**

## Report Criteria:

Print Fund Titles  
 Page and Total by Fund  
 Print Source Titles  
 Total by Source  
 Print Department Titles  
 Total by Department  
 All Segments Tested for Total Breaks

Account Number	Account Title	2020-21 Current year Actual	2020-21 Current year Budget	Earned Expended Percent
<b>GENERAL FUND</b>				
<b>TAX REVENUE</b>				
10-31-100	PROPERTY TAXES	57,958.60	77,000.00	75.3%
Total TAX REVENUE:		57,958.60	77,000.00	75.3%
<b>LICENSES &amp; PERMITS</b>				
10-32-100	LIQUOR LICENSES	1,000.00	2,500.00	40.0%
10-32-200	BUILDING PERMITS	5,878.00	1,000.00	587.8%
10-32-300	ANIMAL LICENSES	245.00	100.00	245.0%
Total LICENSES & PERMITS:		7,123.00	3,600.00	197.9%
<b>INTERGOVERNMENTAL REVENUE</b>				
10-33-100	SALES TAX REVENUE	158,807.01	200,000.00	79.4%
10-33-200	CIGARETTE TAX REVENUE	1,382.37	2,000.00	69.1%
10-33-300	GASOLINE TAX REVENUE	8,991.05	8,000.00	112.4%
10-33-500	MINERAL ROYALTY	24,662.20	50,000.00	49.3%
10-33-600	SEVERANCE TAX	7,963.68	30,000.00	26.5%
10-33-700	SPECIAL FUELS TAX	4,723.89	8,000.00	59.0%
10-33-800	STATE SUPPLEMENTAL FUND	59,337.98	110,000.00	53.9%
10-33-900	LOTTERY	2,580.87	3,000.00	86.0%
10-33-950	LODGE TAX	.00	1,000.00	.00
Total INTERGOVERNMENTAL REVENUE:		268,449.05	412,000.00	65.2%
<b>SECONDARY ENTITIES</b>				
10-34-100	CONNOR BATTLEFIELD PARK	.00	1,500.00	.00
10-34-200	MERCANTILE REVENUE	7,100.00	13,000.00	54.6%
10-34-300	FRANCHISE FEES	.00	33,000.00	.00
10-34-500	REIMBURSEMENTS/REFUNDS	32,819.98	500.00	6564.0%
10-34-700	INFORMATION CENTER	3,500.00	5,000.00	70.0%
Total SECONDARY ENTITIES:		43,419.98	53,000.00	81.9%
<b>FINES &amp; FORFEITURES</b>				
10-35-100	FINES & FORFEITURES	125.00	.00	.00
Total FINES & FORFEITURES:		125.00	.00	.00
<b>MISCELLANEOUS REVENUE</b>				
10-36-100	MISC SERVICE/OTHER REV	8,295.10	1,000.00	829.5%
10-36-600	INTEREST EARNED	959.71	6,000.00	16.0%
Total MISCELLANEOUS REVENUE:		9,254.81	7,000.00	132.2%

Account Number	Account Title	2020-21 Current year Actual	2020-21 Current year Budget	Earned Expended Percent
<b>CONTRIBUTIONS &amp; TRANSFERS</b>				
10-37-100	CONTRIBUTIONS/TRANSFERS	241.07	00	00
Total CONTRIBUTIONS & TRANSFERS:		241.07	00	00
<b>ADMINISTRATION DEPARTMENT</b>				
10-41-110	MAYOR & COUNCIL FEES	17,372.00	32,160.00	54.0%
10-41-120	CLERKS-TREASURER SALARY/ WAGE	54,015.87	87,000.00	62.1%
10-41-200	PAYROLL BENEFIT EXPENSE	11,505.97	22,000.00	52.3%
10-41-205	EMPLOYEE MED INSUR BENEFIR EXP	3,424.86	8,000.00	42.8%
10-41-210	UTILITIES	5,451.94	23,000.00	23.7%
10-41-220	CONTRACTED SERVICES/FEES	7,811.16	15,000.00	52.1%
10-41-230	COMMUNICATIONS	3,411.96	4,500.00	75.8%
10-41-240	PROFESSIONAL FEES	7,205.20	9,000.00	80.1%
10-41-245	INSURANCE	14,299.00	16,500.00	86.7%
10-41-260	OFFICE SUPPLIES	1,298.51	4,000.00	32.5%
10-41-270	TRAVEL/TRAINING	348.88	4,500.00	7.8%
10-41-315	POSTAGE	264.17	300.00	88.1%
10-41-400	COMPUTER PROGRAMS	3,707.63	6,000.00	61.8%
10-41-405	ADVERTISING & WEBSITE	891.40	5,000.00	17.8%
10-41-430	BUILDING MAINTENANCE	2,830.60	2,500.00	113.2%
10-41-450	REFUND/REIMBURSEMENT	10.00	00	00
10-41-451	STATE CONSENSUS MONEY	00	00	00
10-41-500	MEMBERSHIP FEES/DUES	1,324.56	1,350.00	98.1%
10-41-550	LIBRARY EXPENSES	1,907.19	3,000.00	63.6%
10-41-900	GENERAL FUND/TRANSFER OUT	600.00	00	00
Total ADMINISTRATION DEPARTMENT:		137,660.90	243,810.00	56.5%
<b>ENGINEERING DEPARTMENT</b>				
10-45-110	SALARIES & WAGES	21,528.20	60,000.00	35.9%
10-45-200	PAYROLL BENEFIT EXPENSES	4,057.93	14,500.00	28.0%
10-45-205	EMPLOYEE MED INSUR BENEFIT EXP	6,474.31	18,000.00	36.0%
10-45-300	TRAINING/TRAVEL	351.83	500.00	70.4%
10-45-350	SERVICES	00	200.00	00
10-45-360	OFFICE SUPPLIES	392.11	400.00	98.0%
10-45-370	COMPUTER PROGRAMS/SUPPORT	50.00	1,200.00	4.2%
10-45-380	ADVERTISEMENTS	00	400.00	00
10-45-500	FUEL	132.49	200.00	66.2%
Total ENGINEERING DEPARTMENT:		32,986.87	95,400.00	34.6%
<b>ANIMAL CONTROL</b>				
10-50-110	SALARIES & WAGES	00	1,000.00	00
10-50-200	PAYROLL BENEFIT EXPENSE	00	250.00	00
10-50-205	EMPLOYEE MED INSUR BENEFIT EXP	00	250.00	00
10-50-300	EQUIPMENT & SUPPLIES	193.63	1,000.00	19.4%
Total ANIMAL CONTROL:		193.63	2,500.00	7.7%
<b>MAINTENANCE DEPARTMENT</b>				
10-52-110	SALARIES & WAGES	38,427.57	66,000.00	58.2%
10-52-200	PAYROLL BENEFIT EXPENSE	7,212.33	13,000.00	55.5%
10-52-205	EMPLOYEE MED INSUR BENEFIR EXP	11,828.52	23,000.00	51.4%
10-52-210	UTILITIES	10,013.78	12,000.00	83.4%
10-52-220	OFFICE SUPPLIES & SERVICES	473.77	1,500.00	31.6%

- Fire Sprinkler Sys.

Account Number	Account Title	2020-21 Current year Actual	2020-21 Current year Budget	Earned Expended Percent
10-52-230	COMMUNICATIONS	2,152.90	3,500.00	61.5%
10-52-310	OPERATING SUPPLIES	2,217.69	3,500.00	63.4%
10-52-410	VEHICLE MAINTENANCE/PARTS	1,067.32	1,000.00	106.7%
10-52-420	EQUIPMENT MAINTENANCE/PARTS	852.76	3,000.00	28.4%
10-52-430	BUILDING MAINTENANCE	24.44	1,000.00	2.4%
10-52-435	PARK IMPROVEMENTS	1,563.18	1,000.00	156.3% ↑
10-52-450	FUEL	2,782.03	6,000.00	46.4%
10-52-460	PARK MAINTENANCE	.00	.00	.00
<b>Total MAINTENANCE DEPARTMENT:</b>		<b>78,616.29</b>	<b>134,500.00</b>	<b>58.5%</b>
<b>STREETS &amp; ALLEYS DEPARTMENT</b>				
10-63-110	SALARIES & WAGES	12,978.37	25,000.00	51.9%
10-63-200	PAYROLL BENEFIT EXPENSE	2,439.41	6,000.00	40.7%
10-63-205	EMPLOYEE MED INSUR BENEFIT EXP	3,831.64	8,000.00	47.9%
10-63-310	OPERATING SUPPLIES	1,056.78	2,500.00	42.3%
10-63-410	VEHICLE MAINTENANCE/PARTS	.00	500.00	.00
10-63-420	EQUIPMENT MAINTENANCE/PARTS	.00	1,000.00	.00
10-63-450	FUEL	165.89	1,500.00	11.1%
<b>Total STREETS &amp; ALLEYS DEPARTMENT:</b>		<b>20,472.09</b>	<b>44,500.00</b>	<b>46.0%</b>
<b>CONNOR BATTLEFIELD STATE PARK</b>				
10-64-110	SALARIES & WAGES	1,536.27	2,000.00	76.8%
10-64-200	PAYROLL BENEFIT EXPENSE	290.73	400.00	72.7%
10-64-205	EMPLOYEE MED INSUR BENEFIT EXP	151.13	500.00	30.2%
10-64-310	OPERATING SUPPLIES/EXPENSES	764.85	500.00	153.0% <i>reseeding</i>
10-64-410	VEHICLE MAINTENANCE/PARTS	367.38	500.00	73.5%
10-64-420	EQUIPMENT & REPAIR	.00	250.00	.00
<b>Total CONNOR BATTLEFIELD STATE PARK:</b>		<b>3,110.36</b>	<b>4,150.00</b>	<b>74.9%</b>
<b>SNOW REMOVAL</b>				
10-65-110	SALARIES & WAGES	1,497.44	4,000.00	37.4%
10-65-200	PAYROLL BENEFIT EXPENSES	286.16	800.00	35.8%
10-65-205	EMPLOYEE MED INSUR BENEFIT EXP	557.27	500.00	111.5%
<b>Total SNOW REMOVAL:</b>		<b>2,340.87</b>	<b>5,300.00</b>	<b>44.2%</b>
<b>ECONOMIC DEVELOPMENT EXP</b>				
10-70-100	MERCANTILE EXPENSES	8,455.64	15,000.00	56.4%
10-70-200	INFORMATION CENTER EXPENSES	8,260.69	10,000.00	82.6%
10-70-300	OTHER ECONOMIC PROJECTS	.00	500.00	.00
<b>Total ECONOMIC DEVELOPMENT EXP:</b>		<b>16,716.33</b>	<b>25,500.00</b>	<b>65.6%</b>
<b>GENERAL FUND Revenue Total:</b>		<b>386,571.51</b>	<b>552,600.00</b>	<b>70.0%</b>
<b>GENERAL FUND Expenditure Total:</b>		<b>292,097.34</b>	<b>555,660.00</b>	<b>52.6%</b>
<b>Net Total GENERAL FUND:</b>		<b>94,474.17</b>	<b>3,060.00-</b>	<b>-3087.4%</b>



TOWN OF RANCHESTER

Budget Worksheet  
Periods: 07/20-01/21Page: 4  
Jan 19, 2021 01:35PM

Account Number	Account Title	2020-21 Current year Actual	2020-21 Current year Budget	Earned Expended Percent
<b>1 CENT SALES TAX FUND</b>				
<b>REVENUES</b>				
31-30-100	1 CENT SALES TAX REVENUE	102,941.74	150,000.00	68.6%
Total REVENUES:		102,941.74	150,000.00	68.6%
<b>ANNUAL CONTRACTS FOR SERVICES</b>				
31-40-440	LIBRARY	.00	1,500.00	.00
31-40-580	DOG AND CAT SHELTER	1,000.00	1,000.00	100.0%
31-40-610	SHERIDAN CO. CONSERVATION DIST	.00	1,000.00	.00
31-40-620	ADVOCACY AND RESOURCE CENTER	1,500.00	1,500.00	100.0%
31-40-630	SENIOR CITIZENS	.00	6,000.00	.00
31-40-640	TONGUE RIVER CHILD'S PLACE	3,000.00	3,000.00	100.0%
31-40-650	NORTHERN WYO. MENTAL HEALTH	1,500.00	1,500.00	100.0%
31-40-660	JUVENILE JUSTICE	2,000.00	2,000.00	100.0%
31-40-670	TRVCC	8,000.00	8,000.00	100.0%
31-40-680	BACK PACK/ FOOD GROUP	1,500.00	1,500.00	100.0%
Total ANNUAL CONTRACTS FOR SERVICES:		18,500.00	27,000.00	68.5%
<b>OTHER EXPENDITURES</b>				
31-41-400	NEW EQUIPMENT & TOOLS	16,546.00	40,000.00	41.4%
31-41-401	TURBIDITY METER	.00	.00	.00
31-41-405	TRV-JPB NATURAL GAS PROJECT	20,000.00	20,000.00	100.0%
31-41-406	ELECTION EXPENSES	.00	10,000.00	.00
31-41-410	RECYCLING	.00	300.00	.00
31-41-420	GARBAGE TRUCK	.00	1,000.00	.00
31-41-430	GREEN WASTE DISPOSAL	1,300.00	2,000.00	65.0%
31-41-450	SEWER LAGOON EQUIPMENT	.00	1,000.00	.00
31-41-460	OTHER	4,166.10	15,000.00	27.8%
31-41-490	FIRE DEPARTMENT	1,423.70	5,000.00	28.5%
31-41-510	MOSQUITO CONTROL	.00	5,000.00	.00
31-41-720	ACTIVITIES	1,879.48	12,000.00	15.7%
31-41-730	PARK IMPROVEMENTS/DEVELOPMEN	9,096.00	15,000.00	60.6%
Total OTHER EXPENDITURES:		54,411.28	126,300.00	43.1%
1 CENT SALES TAX FUND Revenue Total:		102,941.74	150,000.00	68.6%
1 CENT SALES TAX FUND Expenditure Total:		72,911.28	153,300.00	47.6%
Net Total 1 CENT SALES TAX FUND:		30,030.46	3,300.00-	-910.0%

Account Number	Account Title	2020-21 Current year Actual	2020-21 Current year Budget	Earned Expended Percent
<b>CAPITAL FACILITIES TAX FUND</b>				
<b>REVENUES</b>				
41-30-100	CAPITAL FACILITIES TAX REVENUE	169,643.59	256,679.87	66.1%
41-30-600	CFT INTEREST INCOME	1,111.14	4,000.00	27.8%
41-30-610	CAPITAL IMPROVEMENT PROJ	.00	.00	.00
41-30-620	MAINIENANCE ON WATER TANK	.00	.00	.00
41-30-630	STATE-CONSENSUS-SEWER LAGOON	.00	.00	.00
<b>Total REVENUES</b>		<b>170,754.73</b>	<b>260,679.87</b>	<b>65.5%</b>
<b>EXPENDITURES</b>				
41-40-110	SALARY & WAGES	9,792.29	20,000.00	49.0%
41-40-200	PAYROLL BENEFIT EXPENSE	1,856.63	5,000.00	37.1%
41-40-205	EMPLOYEE MED INSUR BENEFIR EXP	3,486.83	6,500.00	53.6%
41-40-320	CAPITAL IMPROVEMENT PROJECTS	175,713.00	250,000.00	70.3%
41-40-330	MAINTENANCE/WATER TANK	.00	10,000.00	.00
41-40-340	SEWER LAGOON EXPANSION	.00	.00	.00
41-40-360	WATER PLANT IMPROVEMENTS	14,958.63	20,000.00	74.8%
41-40-900	GENERAL FUND/TRANSFER OUT	.00	.00	.00
<b>Total EXPENDITURES:</b>		<b>205,807.38</b>	<b>311,500.00</b>	<b>66.1%</b>
<b>CAPITAL FACILITIES TAX FUND Revenue Total:</b>		<b>170,754.73</b>	<b>260,679.87</b>	<b>65.5%</b>
<b>CAPITAL FACILITIES TAX FUND Expenditure Total:</b>		<b>205,807.38</b>	<b>311,500.00</b>	<b>66.1%</b>
<b>Net Total CAPITAL FACILITIES TAX FUND:</b>		<b>35,052.65-</b>	<b>50,820.13-</b>	<b>69.0%</b>

Account Number	Account Title	2020-21 Current year Actual	2020-21 Current year Budget	Earned Expended Percent
<b>WATER FUND</b>				
<b>REVENUES</b>				
51-30-100	WATER USER FEES	92,328.97	159,000.00	58.1%
51-30-200	WATER TAP FEES	1,500.00	3,000.00	50.0%
51-30-300	PLANT INVESTMENT FEES	6,000.00	15,000.00	40.0%
51-30-400	OTHER REVENUES	5,193.45	2,000.00	259.7%
51-30-600	RECOUPMENT 10" LINE	.00	.00	.00
Total REVENUES:		105,022.42	179,000.00	58.7%
<b>WATER DEPARTMENT</b>				
51-71-110	SALARIES & WAGES	32,941.79	57,000.00	57.8%
51-71-200	PAYROLL BENEFIT EXPENSE	6,062.24	14,000.00	43.3%
51-71-205	EMPLOYEE MED INSUR BENEFIR EXP	10,193.75	15,000.00	68.0%
51-71-210	UTILITIES	12,867.79	23,000.00	55.9%
51-71-220	CONTRACTUAL SERVICES	5,993.75	10,000.00	59.9%
51-71-230	COMMUNICATION	2,640.47	4,000.00	66.0%
51-71-270	TRAVEL/TRAINING	450.56	1,500.00	30.0%
51-71-310	OFFICE SUPPLIES	115.39	400.00	28.8%
51-71-320	CHEMICALS	17,811.05	25,000.00	71.2%
51-71-350	OPERATING EXPENSES	17,413.37	12,000.00	145.1% - Audit
51-71-410	VEHICLE EXPENSE	.00	1,500.00	.00
51-71-420	EQUIPMENT & REPAIR	921.66	3,000.00	30.7%
51-71-430	MAINTENANCE & REPAIR	55.25	2,000.00	2.8%
51-71-440	REFUND/REIMBURSEMENT	.00	.00	.00
51-71-450	DEPRECIATION	.00	25,000.00	.00
51-71-500	MEMBERSHIP DUES	.00	450.00	.00
51-71-600	FUEL	663.54	1,800.00	36.9%
51-71-650	BILLING EXPENSES	1,362.72	2,600.00	52.4%
Total WATER DEPARTMENT:		109,493.33	198,250.00	55.2%
WATER FUND Revenue Total:		105,022.42	179,000.00	58.7%
WATER FUND Expenditure Total:		109,493.33	198,250.00	55.2%
Net Total WATER FUND:		4,470.91-	19,250.00-	23.2%

Account Number	Account Title	2020-21 Current year Actual	2020-21 Current year Budget	Earned Expended Percent
<b>SEWER FUND</b>				
<b>REVENUES</b>				
52-30-100	SEWER USER FEES	25,001.80	40,000.00	62.5%
52-30-200	SEWER TAP FEES	1,500.00	3,000.00	50.0%
52-30-300	PLANT INVESTMENT FEES	6,000.00	15,000.00	40.0%
52-30-400	OTHER REVENUES	.00	.00	.00
52-30-500	SEWER LIFT STATION ASSESSMENT	609.00	250.00	243.6%
52-30-600	STATE CONSENSUS-SEWER LAGOON	.00	.00	.00
Total REVENUES:		33,110.80	58,250.00	56.8%
<b>SEWER</b>				
52-70-110	SALARIES & WAGES	12,836.76	25,000.00	51.3%
52-70-200	PAYROLL BENEFIT EXPENSE	2,318.72	5,000.00	46.4%
52-70-205	EMPLOYEE MED INSUR BENEFIR EXP	3,903.17	5,000.00	78.1%
52-70-210	UTILITIES	5,548.72	9,000.00	61.7%
52-70-230	DEPRECIATION	.00	5,000.00	.00
52-70-310	SUPPLIES	702.51	2,000.00	35.1%
52-70-410	VEHICLE EXPENSE	.00	.00	.00
52-70-420	EQUIPMENT & REPAIR	3,601.44	2,500.00	144.1% <i>Audit</i>
52-70-430	MAINTENANCE & REPAIR	.00	5,000.00	.00
52-70-440	REFUND/REIMBURSEMENT	.00	.00	.00
52-70-450	STATE CONSENSUS - SEWER LAGOO	.00	.00	.00
52-70-500	FUEL	110.59	500.00	22.1%
52-70-520	CONTRACTUAL SERVICES	558.75	3,000.00	18.6%
52-70-900	GENERAL FUND/TRANSFER IN	.00	.00	.00
52-70-950	BILLING EXPENSES	2,461.72	4,600.00	53.5% <i>↑</i>
Total SEWER:		32,042.38	66,600.00	48.1%
SEWER FUND Revenue Total:		33,110.80	58,250.00	56.8%
SEWER FUND Expenditure Total:		32,042.38	66,600.00	48.1%
Net Total SEWER FUND:		1,068.42	8,350.00-	-12.8%

TOWN OF RANCHESTER

Budget Worksheet  
Periods: 07/20-01/21Page: 8  
Jan 19, 2021 01:35PM

Account Number	Account Title	2020-21 Current year Actual	2020-21 Current year Budget	Earned Expended Percent
<b>SANITATION FUND</b>				
<b>REVENUES</b>				
53-30-100	GARBAGE USER FEES	75,635.45	145,000.00	52.2%
53-30-200	RECEPTACLES/TOTERS	450.00	300.00	150.0%
53-30-400	OTHER REVENUES	.00	500.00	.00
Total REVENUES:		76,085.45	145,800.00	52.2%
<b>SANITATION DEPARTMENT</b>				
53-70-110	SALARIES & WAGES	31,500.36	55,000.00	57.3%
53-70-200	PAYROLL BENEFIT EXPENSE	5,945.48	12,000.00	49.5%
53-70-205	EMPLOYEE MED INSUR BENEFIR EXP	10,049.14	15,000.00	67.0%
53-70-310	SUPPLIES	114.96	1,000.00	11.5%
53-70-400	LANDFILL	34,450.85	51,000.00	67.6%
53-70-410	VEHICLE EXPENSE	.00	500.00	.00
53-70-420	EQUIPMENT & REPAIR	338.08	1,000.00	33.8%
53-70-500	FUEL	1,920.70	4,500.00	42.7%
53-70-900	GENERAL FUND/TRANSFER IN	.00	.00	.00
53-70-950	BILLING EXPENSES	1,403.01	2,600.00	54.0%
53-70-960	DEPRECIATION	.00	5,000.00	.00
Total SANITATION DEPARTMENT:		85,722.58	147,600.00	58.1%
SANITATION FUND Revenue Total:		76,085.45	145,800.00	52.2%
SANITATION FUND Expenditure Total:		85,722.58	147,600.00	58.1%
Net Total SANITATION FUND:		9,637.13-	1,800.00-	535.4%
Net Grand Totals:		76,412.36	86,580.13-	-88.3%

## Report Criteria:

Print Fund Titles  
 Page and Total by Fund  
 Print Source Titles  
 Total by Source  
 Print Department Titles  
 Total by Department  
 All Segments Tested for Total Breaks



PO Box 695, Ranchester, WY 82839

**Treasurers Report  
January 19, 2021**

		1/5/2021	1/19/2021
<b>First Federal Bank &amp; Trust</b>			
General Fund Checking		\$ 191,377.29	\$ 266,055.75
Savings Acct Plant Investment Fees & Deprecation Funds		\$ 274,586.99	\$ 274,586.99
CAP Tax Savings		\$ 583,031.99	\$ 583,031.99
	<b>TOTAL</b>	<b>\$ 1,048,996.27</b>	<b>\$ 1,123,674.73</b>
<b>Xpress Bill Pay Acct</b>			
	<b>TOTAL</b>	<b>\$ 18,380.30</b>	<b>\$ 22,179.71</b>
<b>Cowboy State Bank</b>			
Rental Income/Economic Development		\$ 93,493.59	\$ 93,493.59
Court Fines & Fees		\$ 730.47	\$ 730.47
	<b>TOTAL</b>	<b>\$ 94,224.06</b>	<b>\$ 94,224.06</b>
		\$ -	\$ -
<b>Connor Park</b>		\$ -	\$ -
<b>Rental Deposits</b>		\$ 904.92	\$ 904.92
<b>Utility Deposits</b>		\$ 19,313.63	\$ 19,613.63
<b>Investment Accounts</b>			
Cloud Peak Investments (SIGMA)		\$ 270,789.08	\$ 270,901.18
WY Class Water/Sewer Plant Depreciation Acct		\$ 102,819.13 *	\$ 102,826.44
	<b>TOTAL</b>	<b>\$ 373,608.21</b>	<b>\$ 373,727.62</b>
	<b>TOTAL</b>	<b>\$ 1,535,208.84</b>	<b>\$ 1,613,806.12</b>

//S//  
Barbara Brackeen-Kepley  
Clerk-Treasurer

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
01/10/2021	PC	01/15/2021	Admin/1041	1152100	5		01-10120	1,178.90-
01/10/2021	PC	01/15/2021	Admin/1041	1152100	16		01-10120	926.80-
01/10/2021	PC	01/15/2021	Admin/1041	1152100	17		01-10120	807.01-
01/10/2021	PC	01/15/2021	Admin/1041	1152101	35		01-10120	1,354.34-
01/10/2021	PC	01/15/2021	Admin/1041	1152101	36		01-10120	1,119.73-
01/10/2021	PC	01/15/2021	Admin/1041	1152100	106		01-10120	78.50-
01/10/2021	PC	01/15/2021	Admin/1041	1152100	107		01-10120	78.50-
01/10/2021	PC	01/15/2021	Admin/1041	1152101	137		01-10120	78.50-
01/10/2021	PC	01/15/2021	Admin/1041	1152101	138		01-10120	78.50-
01/10/2021	PC	01/15/2021	HEA, REC,PARKS/1052	1152100	8		01-10120	1,098.93-
01/10/2021	PC	01/15/2021	HEA, REC,PARKS/1052	1152100	10		01-10120	1,106.45-
01/10/2021	PC	01/15/2021	HEA, REC,PARKS/1052	1152100	31		01-10120	1,248.21-
01/10/2021	PC	01/15/2021	WATER/SEWER	1152100	30		01-10120	1,622.51-
01/10/2021	PC	01/15/2021	WATER/SEWER	1152101	34		01-10120	1,221.58-
Grand Totals:				14				11,998.46-

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
<b>A T &amp; T MOBILITY</b>								
4	2872591	admin phone	01/04/2021	33.26	.00			10-41-230 COMMUNICATIONS
4	2872591	Phone - Water Dept	01/04/2021	71.35	.00			51-71-230 COMMUNICATION
Total A T & T MOBILITY:				104.61	.00			
<b>A.C.E. and D. Inc.</b>								
108	15219	green waste dump fees	01/01/2021	130.00	.00			31-41-430 GREEN WASTE DISPOSAL
Total A.C.E. and D. Inc.:				130.00	.00			
<b>Betty Moreland</b>								
367	636917	town hall cleaning	01/18/2021	100.00	.00			10-41-220 CONTRACTED SERVICES/FEE
367	636917	library cleaning	01/18/2021	50.00	.00			10-41-550 LIBRARY EXPENSES
Total Betty Moreland:				150.00	.00			
<b>Blakeman Propane, Inc.</b>								
25	12/31/20	Admin - Utilities - propane	12/31/2020	1,614.16	.00			10-41-210 UTILITIES
25	12/31/20	WATER PLANT - Utilities - Propan	12/31/2020	1,974.56	.00			51-71-210 UTILITIES
Total Blakeman Propane, Inc.:				3,588.72	.00			
<b>CASELLE, INC.</b>								
46	106795	Admin. - Services(contract suppor	01/01/2021	619.24	.00			10-41-400 COMPUTER PROGRAMS
46	106795	water plant billing expenses	01/01/2021	88.92	.00			51-71-650 BILLING EXPENSES
46	106795	sewer plant billing expenses	01/01/2021	88.92	.00			52-70-950 BILLING EXPENSES
46	106795	sanitation billing expenses	01/01/2021	88.92	.00			53-70-950 BILLING EXPENSES
46	106795	Animal control	01/01/2021	68.00	.00			10-50-300 EQUIPMENT & SUPPLIES
Total CASELLE, INC.:				954.00	.00			
<b>CENTURY LINK</b>								
48	122820	admin - phone	12/28/2020	109.60	.00			10-41-230 COMMUNICATIONS
48	122820	WATER Dept - phone	12/28/2020	64.97	.00			51-71-230 COMMUNICATION
48	122820	Maint Dept - phone	12/28/2020	88.70	.00			10-52-230 COMMUNICATIONS
Total CENTURY LINK:				263.27	.00			
<b>CITY OF SHERIDAN</b>								
50	010721	Sanitation-Landfill	01/07/2021	5,525.77	.00			53-70-400 LANDFILL
Total CITY OF SHERIDAN:				5,525.77	.00			
<b>Current Electric, LLC</b>								
407	1101892	Fix Merc canopy lights & outlet fro	12/20/2020	2,332.89	2,332.89	01/06/2021		10-70-100 MERCANTILE EXPENSES
Total Current Electric, LLC:				2,332.89	2,332.89			
<b>FARMERS COOP OIL COMPANY INC OF SHERIDAN</b>								
79	12312020	SPLIT - MAINT - FUEL (49%)	12/31/2020	114.79	114.79	01/07/2021		10-52-450 FUEL
79	12312020	SPLIT - STREETS (3%)	12/31/2020	7.03	7.03	01/07/2021		10-63-450 FUEL



Vendor	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided	GL Account and Title
79	12312020	SPLIT - WATER DEPT (12%)	12/31/2020	28.11	28.11	01/07/2021		51-71-600 FUEL
79	12312020	SPLIT - SEWER- FUEL (2%)	12/31/2020	4.68	4.68	01/07/2021		52-70-500 FUEL
79	12312020	SPLIT - SANITATION - FUEL (34	12/31/2020	79.65	79.65	01/07/2021		53-70-500 FUEL
Total FARMERS COOP OIL COMPANY INC OF SHERIDAN:				234.26	234.26			
<b>MDU Resources Group, Inc.</b>								
129	01/12	admin	12/21/2020	693.29	693.29	01/06/2021		10-41-210 UTILITIES
129	01/12	Maint Dept	12/21/2020	1,561.07	1,561.07	01/06/2021		10-52-210 UTILITIES
129	01/12	Water Dept	12/21/2020	1,362.02	1,362.02	01/06/2021		51-71-210 UTILITIES
129	01/12	SEWER	12/21/2020	866.79	866.79	01/06/2021		52-70-210 UTILITIES
129	01/12	Mercantile	12/21/2020	348.17	348.17	01/06/2021		10-70-100 MERCANTILE EXPENSES
129	01/12	connor park	12/21/2020	41.19	41.19	01/06/2021		10-64-310 OPERATING SUPPLIES/EXPEN:
129	01/12	info center	12/21/2020	495.06	495.06	01/06/2021		10-70-200 INFORMATION CENTER EXPEN
Total MDU Resources Group, Inc.:				5,367.59	5,367.59			
<b>State of WY Unemployment Tax Division</b>								
406	3-QTR-CJ	Unemployment Payment- Chris Jo	01/05/2021	4,064.00	4,064.00	01/11/2021		10-41-310 UNEMPLOYMENT PAYMENTS
Total State of WY Unemployment Tax Division:				4,064.00	4,064.00			
<b>TONGUE RIVER FIRE DISTRICT</b>								
203	2ND QTR 2020	1/2 expenses - per agreement	01/19/2021	434.90	.00			31-41-490 FIRE DEPARTMENT
Total TONGUE RIVER FIRE DISTRICT:				434.90	.00			
<b>WESTERN STATES FIRE PROTECTION</b>								
226	WSF326195	admin 5 year inspection - fire sys	01/06/2021	1,920.00	.00			10-41-430 BUILDING MAINTENANCE
Total WESTERN STATES FIRE PROTECTION:				1,920.00	.00			
<b>WYO DEPT OF TRANS</b>								
231	88610	p6 citation	01/19/2021	13.88	.00			10-41-405 ADVERTISING & WEBSITE
Total WYO DEPT OF TRANS:				13.88	.00			
Grand Totals:				25,083.89	11,998.74			



Barbara Brackeen-Kepley  
Clerk-Treasurer

Report Criteria:

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