

Wheatland, Wyoming  
July 8, 2019

RECORD OF PROCEEDINGS  
FOR THE GOVERNING BODY  
OF THE TOWN OF WHEATLAND

UNAPPROVED - A regular meeting of the Council for the Town of Wheatland, Platte County, and State of Wyoming was held at Town Hall on June 10, 2019 pursuant to the law.

Mayor Graves called the meeting to order at 7:00 p.m. The following were present at roll call: Councilmen Ashenhurst, Britz and Madsen. Clerk/Treasurer Candy Wright and Attorney Doug Weaver were also present.

Mayor Graves presented the agenda. The MOU for Parks & Recreation was removed from the agenda. Councilman Ashenhurst motioned, seconded by Councilman Britz, to approve the agenda as amended. Motion passed 3-0.

Mayor Graves presented the consent agenda. Councilman Britz motioned, seconded by Councilman Madsen to accept the consent agenda as presented and place on file. Motion passed 3-0.

June vouchers approved by Council are as follows: 4 RIVERS EQUIPMENT, 91.20, parts, A & M ELECTRIC, 299.36, transfer station, ALBERTSONS/SAFEWAY INC, 70.60, office supplies, ALEXANDER CONSTRUCTION, 16,100.66, road base/milled streets, ALSCO, 57.16, mat rental, AMAZON.COM, 369.80, supplies, ANDREW STARR-SNAP ON TOOLS, 418.00, tool repair, ASHENHURST, THANE, 300.00, town council, ATLAS OFFICE PRODUCTS, INC, 580.17, office supplies, BLACK HILLS ENERGY, 1,124.54, heat, BLOEDORN LUMBER - WHEATLAND, 604.88, supplies, BORDER STATES ELECTRIC SUPPLY, 905.99, supplies, BRANDON GRAVES, 750.00, council salary, BRITZ, WILLIAM R, 300.00, council salary, CAPITAL BUSINESS SYSTEM INC., 624.91, copier meter usage, CAROLINA SOFTWARE, 200.00, software support & maintenance, CITY OF TORRINGTON, 12,444.00, trash disposal, CONTRACTORS MATERIAL INC, 39.75, safety, CPS DISTRIBUTORS, 118.32, parts, CRA PAYMENT CENTER, 186.95, parts/supplies/oil, CRESCENT ELECTRIC, 863.54, supplies, CRYSTAL ICE, 75.00, ice/shop, DANA KEPNER CO, 1,249.32, parts/supplies, DBC IRRIGATION SUPPLY, 4.08, barb adapter, DC DRILLING LLC, 58,563.00, wells project, DEPT OF TREASURY, 258.12, federal excise tax, DRUBE'S SUPPLY, 1,369.80, hardware supplies, ELECTRICAL SYSTEMS CONSULTANTS, 52.50, GIS Support, ENERGY LABS, INC., 409.00, water & wastewater samples, ENGINEERING ASSOCIATES, 18,544.41, engineering - severance, ENGINEERING ASSOCIATES, 1,379.23, engineering, EXPONENTIAL ENGINEERING COMPANY, 7,460.00, electrical engineering, FAT BOYS TIRE & REPAIR, 32.00, tire repair, FERGUSON WATERWORKS #1701, 42,004.29, water parts/supplies, FIRST BANKCARD, 1,330.58, office supplies/GOOGLE/postage/ training/travel, FIRST STATE BANK, 30,000.00, health claims, FISHER ROOFING, 9,121.69, pocket park, FOYE, NICHOLAS, 3,076.12, sprinkler repair, FRENCHMAN VALLEY COOP, 3,844.80, propane, HEIMSOOTH, TRAVIS, 750.00, electric inspector, HERDT, RUTH, 200.00, office cleaning, HILLSIDE RENTAL, 634.00, boom lift, HORTON FUELS LLC, 9,333.84, fuel, IDEAL, 71.48, coveralls, INTERMEDIA.NET INC, 686.07, phone, INTERSTATE BILLING SERVICE INC, 195.00, cover air cleaner, JOHN DEERE FINANCIAL, 378.96, hardware supplies, KECK, RICK, 200.00, safety equipment, KYCN RADIO, 200.00, advertising, LAMBERT, MICHAEL, 200.00, cleaning shop, LAWSON PRODUCTS, 327.61, fiber disc, LINGO COMMUNICATIONS, 178.42, phone, LONG'S TREE SPAYING LLC, 10,108.00, parks/cemetery, MADSEN, ALAN, 300.00, council salary, MARTIN MARIETTA MATERIALS, 596.45, parts, MCELMURRY, JEANIE R, 325.00, cleaning town hall, MERITAIN HEALTH,

33,144.27, health premiums, MOUNTAIN VIEW BUILDING, 57,290.50, YO Ranch Road, MOUNTAIN VIEW BUILDING, 8,528.00, Sewer Extension, ONE CALL OF WY, 42.75, 57 tickets, O'REILLY AUTOMOTIVE INC, 64.48, auto parts, P.C. LIBRARY, 2,000.00, charges for services, P.C. REDI-MIX, 302.25, 3.25 yards, PARTSMaster, 782.14, parts/supplies, PAUL REED CONSTRUCTION, 520,143.25, runway reconstruction, PETERBILT OF WY, 449.18, auto parts, PH CONSULTING LLC, 179.22, office supplies, PLATTE COUNTY, 6,000.00, dispatch support, PLATTE COUNTY ASPHALT, 13,602.00, asphalt, QUILL CORP, 283.76, office supplies, RECORD TIMES & PC MERCHANT, 545.94, advertisements, RESPOND FIRST AID SYSTEMS, 145.20, first aid kit, ROCKY MOUNTAIN WEED CONTROL, 12,097.23, weed control, ROSENBERG HISTORICAL CONSULTANTS, 1,952.00, historic survey, SCHINDLER, JAMIE, 300.00, town council, SIMPLY CREATIVE, 35.99, floral, SPARKLETT'S & SIERRA SPRINGS, 200.73, cooler rental/water, STATE OF WY, 14,303.33, utilities sales tax, STEVENSON, TERRY, 200.00, emergency management, STREETS, MARK, 500.00, fire inspector, SUPERIOR EXCAVATING LLC, 12,725.13, sewer extension, T.C. EDWARDS, 969.87, transfer station sump pump, TDS COLLECTION SERVICE INC., 6,212.70, C&D roll-off, THE TIRE SHOP, 155.95, service call, THRIFTY FOODS, 277.35, shop supplies, T-O ENGINEERS, 120,220.98, runway engineering, TOWN TREASURER, 543.76, petty cash, TRANSUNION RISK AND ALTERNATIVE, 50.00, monthly fee, TRIHYDRO CORP, 4,284.65, landfill monitoring, VALLI INFORMATION SYSTEMS INC, 820.04, mailing of bills, VAUGHN CONCRETE PRODUCTS, 10,048.50, manholes, VERIZON WIRELESS, 780.40, cell phone, WEAVER, DOUGLAS, 27.20, certified mailing, WESTERN BLDG, 181.89, parts, WESTERN UNITED ELECT SUPPLY, 7,648.27, electric supplies, WHEATLAND AUTOMOTIVE, 4,913.25, auto parts, WHEATLAND FIRE DEPT FOUNDATION, 1,350.00, WY fire Assoc, WHEATLAND GARAGE DOOR, 675.76, service transfer station, WHEATLAND R.E.A., 9,437.45, power purchased/safety training, WY CHILD & FAMILY SERVICES, 4,500.00, charges for services, WY ASSN/MUNICIPALITIES, 4,664.45, membership, WY MUNICIPAL POWER, 212,378.66, power purchased, WY RETIREMENT SYSTEM, 480.00, firemen retirement, WY WIRELESS INTERNET, 2,291.50, IT contract/internet, WY WORKERS COMPENSATION, 207.09, firemen, WY.COM, 20.00, web hosting Payroll \$169,703.14, Total \$1,488,568.81

Fire Chief Bob Glasson recognized Chris Urbanek, Chris Heinz and Jonathan Murphy for achieving the status for Fire Fighter I and Tom Kuehler for advancing to the position of Fire Fighter II.

UNFINISHED BUSINESS: Councilman Madsen motioned, seconded by Councilman Britz, to remove Ordinance 821 Visionary Communication's Franchise Agreement from the table. Motion passed 3-0. Councilman Britz motioned, seconded by Councilman Madsen to approve Ordinance 821 on third and final reading as amended. Motion passed 3-0. **ORDINANCE NUMBER 821 VISIONARY COMMUNICATIONS, INC FRANCHISE AGREEMENT AN ORDINANCE GRANTING A FRANCHISE TO VISIONARY COMMUNICATIONS, INC. ON BEHALF OF ITSELF AND ITS OPERATING AFFILIATES ("VISIONARY") TO OPERATE AND MAINTAIN A HARDWIRE TELECOMMUNICATIONS SYSTEM ("SYSTEM" OR "THE SYSTEM") IN THE TOWN OF WHEATLAND, WYOMING ("TOWN" OR "THE TOWN").** The Town hereby ordains that it is in the public interest to grant Visionary a Franchise to operate a hardwire (not wireless) System pursuant to the terms and conditions contained herein. **FINDINGS** In review of Visionary Communications, Inc., the Town of Wheatland, 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 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 the existing laws and regulations of the Town of Wheatland, Wyoming. Section 1) Grant of Franchise. The Town hereby grants to Visionary the non-exclusive right, privilege and authority to construct, maintain, operate, upgrade, adjust, protect, support, raise, lower, disconnect, remove and relocate is its

cables, poles, wires, conduits, conductors, pipes and related appurtenances (“Facilities”) for its System in, under, along, over and across the present and future streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks, rights of way and similar public areas of the Town (“Rights-of-Way”), for the purpose of providing telecommunications services to the Town’s inhabitants, hereinafter “the Franchise” or “Franchise.” The Franchise area is defined as the area within the legal boundaries of the Town.

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 fifteen (15) years (“Initial Term”). At least thirty (30) days prior to the expiration of the Initial Term, Visionary shall notify Town of its intent to terminate the Franchise or it may elect to extend this Franchise for two (2) additional ten (10) year periods (“Renewal Term”). The Initial Term and Renewal Term may be collectively referred to as “Term.” The Town will not unreasonably refuse to extend the Franchise for two (2) additional ten (10) year periods if Visionary is in compliance with the terms of this Ordinance and applicable law, and the compensation terms are acceptable to both parties. The Term shall be specifically subject to the Provisions of Term (Section 20) set forth below. Section 4) Franchise Fee. From and after the date of Visionary’s acceptance of this Ordinance and until its expiration, Visionary will pay to the Town two percent (2%) of Visionary’s Gross Revenue (as defined in Appendix A hereto). Payment shall be made annually within sixty (60) days after the last day of the calendar year for which the payment applies during the Term of this Franchise. Section 5) Records Inspection. Visionary shall make available to the Town, upon reasonable advance written notice of no less than sixty (60) days, such information pertinent only to enforcing the terms of this Ordinance in such form and at such times as Visionary can reasonable make available. Subject to applicable laws, any information that is provided to the Town and/or that the Town reviews *in camera* is confidential and proprietary and shall not be disclosed or used or any purpose other than verifying compliance with the terms of this Ordinance. Any such information provided to the Town shall be immediately returned to Visionary following review. The Town will not make copies of such information. Section 6) Non-Exclusive Franchise. The right to use and occupy the Rights-of-Way of the Town shall be non-exclusive, and the Town reserves the right to use the Rights-of-Way for itself or any other entity. The Town, however, shall not unreasonably interfere with Visionary’s Facilities or the rights granted Visionary herein. Section 7) 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 8) Indemnification. The Town shall not be liable for any property damage or loss or injury to or death of any person that occurs in the construction, operation or maintenance by Visionary of its Facilities. Visionary shall indemnify, defend and hold the Town harmless from and against claims, demands, liens and all liability or damage of whatsoever kind on account of Visionary’s use of the Rights-of-Way. The Town shall: (1) give prompt written notice to Visionary of any claim, demand, or lien with respect to which the Town seeks indemnification hereunder; and (b) permit Visionary to assume the defense of such claim, demand, or lien. 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 claims, demands, or liens arising from the negligence or wrongful actions or inactions of the Town, its officials, boards, commissions, agents, contractors and/or employees. Section 9) 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, 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 per occurrence. 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 10. Plan, Design, Construction and Installation of Visionary's Facilities. 10.1 All Facilities under authority of this Ordinance shall be used, constructed, and maintained in accordance with applicable law. 10.2 Maps. Visionary shall file as-built maps and/or drawings with the Town, in a form reasonably prescribed by the Town, including electronic formats that can be imported into the Town's Geographical Information System ("GIS"). Visionary shall 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 upon completion of any significant additions to Visionary's Facilities in the Town. Information, if confidential, shall be marked as such and maintained as confidential as permitted under applicable law. 10.3 Visionary shall, prior to commencing 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 all required permit fees shall be imposed. Visionary will abide by all applicable ordinances and reasonable rules, regulations and 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. 10.4 To the extent practical and consistent with any permit issued by the Town, all Facilities shall be located so as to cause minimum interference with the Rights-of-Way and shall be constructed, installed, maintained, renovated or replaced in accordance with applicable rules, ordinances and regulations of the Town. 10.5 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 reasonable comparable to the condition that existed immediately prior to such damage or alteration. 10.6 Visionary shall have the right to excavate the Rights-of-Way subject to reasonable conditions and requirements of the Town. Before installation of new underground facilities or replacing existing underground facilities, each party shall first notify the other of such work and allow the other party, at its own expense, to share the trench for laying of its own facilities therein, provided that such action will not unreasonably delay project completion. 10.7 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. However, before commencing any work within a Rights-of-Way that may affect Visionary's Facilities, the Town shall give written notice to Visionary, and all such work shall be done, insofar as practicable, in such a manner as not to obstruct, injure, or prevent the free use and operation of Visionary's Facilities. 10.8 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 may construct and install its Facilities aerially, or above ground Visionary shall notify the Town at least five (5) working days before construction or installation starts. 10.9 Visionary shall not attach to, or otherwise use or commit to use, any pole owned by the Town until a separate pole attachment agreement has been executed by the parties. Section 11. Relocation of Facilities. 11.1 Relocation for the Town. Visionary shall, upon receipt of advance written notice of not less than one hundred and twenty (120) 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 or state law. 11.2. 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. 11.3 Alternatives to Relocation. Visionary may, after receipt 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 components of the System as otherwise provided herein. Notwithstanding the foregoing, Visionary shall in all cases have the right to abandon the Facilities. Section 12. Vegetation Management. Visionary shall have the authority, but not the obligation, to trim trees and other natural growth in the Rights-of-Way in order to access and maintain its Facilities in compliance with applicable law and industry standards. This right shall in no way impose a duty on Visionary; instead, this right gives permission to Visionary should Visionary elect to conduct such activities from time-to-time in order to access and maintain its Facilities. Visionary shall follow the notification procedure set out in Wheatland Town Code §13.40.110. Section 13. Renewal. At least one hundred twenty (120) days prior to the expiration of this Ordinance, Visionary and the Town shall either agree to extend the Term or use best faith efforts to renegotiate a replacement Franchise agreement. Section 14. Revocation of Franchise for Non-Compliance. 14.1 In the event the Town believes that Visionary has not complied with the terms of this Ordinance, the Town shall informally discuss the matter with Visionary. If these discussions do not lead to resolution of the problem, the Town shall notify Visionary in writing of the exact nature of the alleged non-compliance. 14.2 Visionary shall have thirty (30) days from receipt of the written notice described in subsection 14.1 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. 14.3 In the event that Visionary does not comply with subsection 14.2, 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. 14.4 Subject to applicable federal and state law, in the event the Town, after the hearing set forth in subsection 14.3, determines that Visionary is non-compliant with this Ordinance, the Town may: Seek specific performance of any provision which reasonably lends itself to such remedy, as an alternative to damages; or Commence an action at law for monetary damages or equitable relief; or In the case of substantial non-compliance with a material provision of the Ordinance, seek to revoke the Franchise in accordance with subsection 14.5, below. 14.5 Should the Town seek to revoke the Franchise after following the procedures set forth above the Town shall give written notice to Visionary. Visionary shall have ninety (90) days from receipt 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 served upon 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, 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. 14.6 Notwithstanding the foregoing provisions in this Section 15, Visionary does not waive any of its rights under applicable law. Section 15. No Waiver of Rights. Neither the Town nor Visionary shall be excused from complying with any of the terms and conditions contained herein by any failure of the other, or any of its officers, employees or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions. Each party expressly reserves any and all rights, remedies, and arguments it may have at law or equity, without limitation, and to argue, assert, and/or take any position as to the legality or appropriateness of any provision in this Ordinance that is inconsistent with federal or state law, as may be amended. Section 16. Transfer of Franchise. Visionary's right, title or interest in the Franchise shall not be sold,

transferred or assigned, or otherwise encumbered without notice to the Town, 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 rights, title or interest of Visionary in the Franchise or Facilities to secure indebtedness. Provided the Town before any sale, transfer or assignment must consent. The Town cannot unreasonably withhold its consent.

Section 17. 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 18. 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 or judicial order or regulation or fiber cut or other damage or event that is reasonably beyond Visionary's ability to anticipate or control. This provision also covers work delays caused by waiting for 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 19. Provisions of Term. If, after the effective date of this Ordinance, should there be any enactment or promulgation of any federal or state law, regulation or order, or a decision of a court of competent jurisdiction that significantly changes Visionary's or the 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 to conform the Franchise to the new law, regulation or order.

Section 20. Notices. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within two (2) business days after such notice is deposited with the United States Postal Service, postage prepaid, certified and addressed to the parties as set forth below: The Town of Wheatland 600 9<sup>TH</sup> Street Wheatland, WY 82201 - Visionary Communications, Inc. Fiber Administrator 1001 S Douglas Hwy, Suite 201 Gillette WY 82716

Section 21. Publication Costs: Visionary shall pay all publication costs associated with the adoption of this ordinance.

Section 22. Severability. If any section, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority, including any federal or state regulatory authority having jurisdiction thereof, or unconstitutional, illegal or invalid by any court of common jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term 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. Passed and approved this 13<sup>th</sup> day of May, 2019, on first reading. Passed and approved this 10<sup>th</sup> day of June, 2019 on second reading. Passed and approved this 8<sup>th</sup> day of July, 2019 on third and final reading. S/N: Mayor Brandon Graves Attest: S/N: Clerk Candy Wright

APPENDIX A CALCULATION OF FRANCHISE FEES The following telecommunications products would be subject to the Franchise fee: Hosted Voice Services: Business Local Access, Flat Rate,

Residential Local Access, Flat Rate, Local Access Trunks, Session Initiated Protocol Trunking Internet Access Private Line Services with the exception of Platte County School District #1 The following is a 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 any carrier purchased for resale.

Councilman Madsen motioned, seconded by Councilman Britz, to approve Ordinance 822 on third and final reading as amended. Motion passed 3-0. **ORDINANCE NUMBER 822 AN ORDINANCE ESTABLISHING FEES FOR AFTER HOURS CALL-OUTS AND METER TAMPERING** WHEREAS, the Town of Wheatland operates water and electric utilities; and WHEREAS, the Town has normal business hours and WHEREAS, the Town receives calls for services after normal business hours WHEREAS, Users should pay for calls after hours requesting services on the property owner's side of the meter. **NOW THEREFORE BE IT ORDAINED AS FOLLOWS:** Section 1 Definitions: A. After Hours: Is any time the Town Hall is not open. B. Call Outs: Includes but not limited to: (1) Water turn-on and water turn-off. (2) Electric turn-on and turn-off, C. Meter Tampering: Meter tampering by any person not authorized by the Town includes the following: (1) Opening and closing water meter valves located anywhere. (2) The act of breaking, picking or damaging electric meter locks. (3) The removal, disabling or adjusting water or electric meters. Section 2 Ownership: The Town owns the water meters, pit, and electric meters. Section 3 Fees: The following fees will be charged for after hour call outs: A. \$ 80.00 per call out for water and sewer. B. \$ 100.00 per call out for electric. C. The property owner(s) will be responsible for payment of all charges and fees jointly and severally. D. Call outs after hours shall be billed to the property owner(s) unless the call out was as a result of a problem on the Town's side. Section 4 Fines: It is illegal for non-authorized persons to tamper with the Town's meters and meter pits. In the event a non-authorized person is found guilty of violating this ordinance a fine up to \$750.00 can be assessed. In addition, the non-authorized person will be subject to all costs associated with labor and replacement parts of the damaged meter. Passed and approved this 10<sup>th</sup> day of June 2019 on first reading. Passed and approved this 18<sup>th</sup> day of June 2019 on second reading. Passed and approved this 8<sup>th</sup> day of July 2019 on third and final reading. S/N: Mayor Brandon Graves Attest: S/N: Clerk Candy Wright

Josh Morris with T-O Engineers provided an update on the runway reconstruction. Councilman Britz motioned, seconded by Councilman Ashenhurst, to accept the Final Reconnaissance Inspection Report on 16<sup>th</sup> Street and authorize Mayor Graves to sign on behalf of the Town. Motion passed 3-0. Councilman Madsen motioned, seconded by Councilman Britz, to accept the Funding Agreement between the Town of Wheatland and Wyoming Child and Family Development, Inc., with changes, and authorize Mayor Graves to sign on behalf of the Town. Motion passed 3-0.

**NEW BUSINESS:** Councilman Britz motioned, seconded by Councilman Ashenhurst, to approve, on first reading, Ordinance 823 AN ORDINANCE AMENDING 8.05.050(a) and 8.05.050(b) AND ITEMS PROHIBITED IN TRASH CONTAINERS as amended. Motion passed 3-0.

Councilman Madsen motioned, seconded by Councilman Britz, to approve, as amended, Resolution 5-2019 A Resolution Designating a Public Records Person and authorize the Mayor to sign on behalf of the Town. Motion passed 3-0.

With nothing further to come before the Council, the meeting was adjourned at 9:10 p.m. The next regular meeting for the Town Council will be August 12, 2019 at 7:00 p.m.

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Brandon Graves, Mayor

Attest:

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Candy Wright, Town Clerk