

## APPENDIX B – FRANCHISES

### ARTICLE II. COMMUNICATIONS FRANCHISE

#### ORDINANCE # 3-2026

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

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

#### FINDINGS

In review of Visionary Communications, LLC, the Town of Moorcroft, 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 Moorcroft, Wyoming and the State of Wyoming.

#### **Sec. 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 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, including any areas annexed by the Town during the Term of this Franchise. The grant of this Franchise shall not confer upon Visionary the right to allow others to use or utilize the rights herein granted or its Facilities without the prior consent of the Moorcroft Town Council. This includes but is not limited to any lease or other sharing arrangement for the use of the Facilities or any equipment located in the Rights-of-Way by any party not possessing an approved franchise agreement with the Town of Moorcroft. The Franchise does not include any rights to attach to, access, or use any Town utility pole, raceway, or other Town infrastructure; all such rights shall be governed by a separate pole agreement, raceway agreement, or other written agreement.

## **Sec. 2. Acceptance by Visionary**

Within forty-five (45) 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.

## **Sec. 3. Term**

The Franchise is effective as of acceptance by Visionary. The term of the Franchise is fifteen (15) years from the effective date. At the expiration of the initial term, the Franchise will renew automatically for successive five (5) year terms unless either party provides written notice of its intent to terminate or its request to renegotiate the terms of the Franchise no later than 180 days before the expiration of the then-current term.

## **Sec. 4. Franchise Fee**

As of the effective date of the Franchise, Visionary will pay the Town a fee calculated as a percentage of Visionary's Gross Revenue (as defined in Appendix A hereto) generated by the System. The percentage used to calculate the Franchise Fee shall be the lowest percentage rate used to calculate the franchise fee for any other telecommunications company pursuant to such company's franchise agreement with the Town. If at any time during the Term, the Town agrees to a different percentage rate with another telecommunications company, the percentage used to calculate the Franchise Fee hereunder shall be adjusted to that percentage effective on the first day of the month of the next quarter after the Town provides notice to Visionary. If at any time during the Term Visionary becomes the only company holding a franchise for telecommunication services with the Town, the percentage used to calculate the Franchise Fee shall be the percentage that is in effect as of the date Visionary becomes the only franchisee. 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.

## **Sec. 5. Records Inspection**

Visionary shall make available to the Town, upon reasonable advance written notice of no less than sixty (60) days, such information determined by the Town in its reasonable discretion to be necessary to determine or enforce Visionary's compliance with the terms of this Ordinance in such form and at such times as Visionary can reasonably make available. Such information provided to the Town that is marked confidential and proprietary shall be kept confidential by the Town to the extent permitted by applicable law including the Wyoming Public Records Act (W.S. § 16-4-201 et seq) Subject to the applicable law, any such information provided to the Town (including all copies thereof) shall be immediately returned to Visionary or destroyed following the Town's review.

## **Sec. 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 and to grant access, including franchise rights, to any other public or private entity. The Town, however, shall not unreasonably interfere with Visionary's Facilities or the rights granted Visionary herein. In no event shall any requirements related to the plan, design, construction, installation, or operation of the Facilities or requirement for Visionary to abide by ordinances, codes, or construction and design specifications required of all parties accessing the Town's Rights-of-Way be construed or deemed to unreasonably interfere with the Facilities or such rights.

## **Sec. 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 authority to manage the Rights-of-Way or the powers granted to the Town for the protection of the health, safety and welfare of its citizens and their properties consistent with applicable Federal and State law, and this Franchise shall be subject to all such additional ordinances and regulations.

## **Sec. 8. Indemnification**

Visionary shall indemnify, defend, and hold harmless the Town and its officers, agents, employees, successors, and assignees from any and all third-party claims, lawsuits, losses, and liability arising out of Visionary's negligent or willful actions related to the location, construction, operation, or maintenance of the Facilities or use and occupancy of the Rights- of Way, provided however that Visionary shall not be required to indemnify the Town under this provision to the extent any such claims, lawsuits, losses, or liability are attributable to the negligence or wrongful actions or inactions of the Town, its officials, boards, commissions, agents, contractors and/or employees.

## **Sec. 9. Insurance Requirements**

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

- (a) Workers' Compensation and Company's Liability Insurance. Visionary shall provide to the Town proof of workers' compensation coverage for all its employees who are to work on the Facilities within the Rights-of-Way. Visionary's coverage shall be under the Wyoming Worker's Safety and Compensation program, if statutorily required, or such workers' compensation insurance as appropriate. Visionary's insurance shall include liability coverage, in an amount not less than one million dollars (\$1,000,000.00) per employee for each accident and disease. The Company shall also supply to the Town proof of workers' compensation and employer's liability insurance on any subcontractor before allowing that subcontractor on the job site.
- (b) Commercial General Liability Insurance. Visionary shall provide coverage, during the entire Term, against claims arising out of bodily injury, death, damage to or destruction of

the property of others, including loss of use thereof, and including underground collapse and explosion, and products and completed operations, in an amount not less than two million dollars (\$2,000,000.00) per occurrence and four million dollars (\$4,000,000.00) general aggregate.

- (c) Business Automobile Liability. Visionary shall maintain, during the entire Term, automobile liability insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence.
- (d) Policies Primary. All policies required hereunder shall be in effect for the Initial Term and any Renewal Terms. All policies shall be primary and not contributory. Visionary shall pay the premiums on all insurance policies, and all insurance certificates must include a clause stating that the insurance may not be revoked, canceled, amended, or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the Town.
- (e) Town as Additional Insured. All insurance policies required hereunder, except workers' compensation, shall name the Town as an additional insured, and shall contain a waiver of subrogation against the Town, its agents and employees. Visionary shall provide a copy of an endorsement providing this coverage.
- (f) Town's Right to Reject. The Town reserves the right to reject a certificate of insurance if the insurance company is widely regarded in the insurance industry as financially unstable.

## **Sec. 10. Relocation of Facilities**

10.1 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 applicable law or requested by the Town pursuant to an approved capital improvement project. Visionary shall be responsible for any costs associated with these obligations to the extent required under applicable federal or state law.

10.2. 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 may require advance payment of the costs from the third-party.

10.3 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.

## **Sec. 11. 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. Damage to private or public property incurred under this section shall be the responsibility of Visionary.

## **Sec. 12. Revocation of Franchise for Non-Compliance**

12.1 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.

12.2 Visionary shall have fifteen working (15) days from receipt of the written notice described in Section 12.1, above 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.

12.3 In the event that Visionary does not comply with subsection 12.2, 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.

12.4 Subject to applicable federal and state law, in the event the Town, after the hearing set forth in subsection 12.3, 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; or
- B) Commence an action at law for monetary damages or equitable relief; or
- C) In the case of substantial non-compliance with a material provision of the Ordinance, seek to revoke the Franchise in accordance with subsection 12.5, below.

12.5 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.

12.6 The provisions of this Section 12 shall not be construed to be a waiver by either Visionary or the Town of any rights related to the grant, termination, or revocation of a franchise available under applicable law.

### **Sec. 13. No Waiver**

The waiver of any breach of any term or condition in this Franchise shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

### **Sec. 14. Transfer of Franchise**

Visionary's right, title or interest in the Franchise shall not be sold, transferred or assigned, or otherwise encumbered without permission from the Town, which permission shall not be unreasonably withheld.

### **Sec. 15. Amendment**

This Ordinance and the Franchise granted hereunder may be changed, modified, revised, or amended only by a written agreement of the parties and approval by the Town Council if required.

### **Sec. 16. Force Majeure**

Any failure of either party to perform its obligations under this Agreement shall not be a breach of this Agreement to the extent such failure results from Acts of God (including fires, hurricanes, earthquakes, tornadoes, flooding, snow storms, severe thunderstorms or similar natural occurrences), war, riots and civil insurrection, outbreaks of hostilities, states of emergency, governmental action (other than action by the Town), delay or inaction that did not result from wrongdoing by the party involved in such governmental action, supply shortages (including power, gasoline and other fuel shortages), omissions of third parties when such omissions did not occur due to action or inaction or the party failing to perform, labor disputes, shortages, strikes or walkouts or transportation delays, or similar occurrences beyond the reasonable control of the other party. A party relying upon an event of Force Majeure shall give prompt written notice to the other party of any such event of Force Majeure and shall use its commercially reasonable efforts to remedy the same or the causes thereof. Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the

problem, limits delay in performance to that required by the event and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

### **Sec. 17. 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 with respect to the Franchise granted by 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 the Franchise Ordinance be amended or that there be an addendum hereto. The parties shall commence good-faith negotiations within sixty (60) days or other time period required by law. 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.

### **Sec. 18. 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 five (5) business days after such notice is deposited with the United States Postal Service, postage prepaid, certified and addressed to the parties as set forth below:

If to Town:	Town of Moorcroft PO Box 70 Moorcroft, WY 82721 Email: <a href="mailto:clerktreas@townofmoorcroft.com">clerktreas@townofmoorcroft.com</a>
With copies to:	Mayor & Clerk
If to Visionary:	Visionary Communications, LLC. Regulatory Compliance Email: <a href="mailto:regulatory@visionarybroadband.com">regulatory@visionarybroadband.com</a> 1001 S Douglas Hwy, Suite 201 Gillette WY 82716

**Sec. 19. 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.

CONSIDERED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Town of Moorcroft:

\_\_\_\_\_  
Ben Glenn, Mayor

(S E A L)  
ATTEST:

\_\_\_\_\_  
Jesse Connally, Town Clerk

1<sup>st</sup> Reading: January 14<sup>th</sup>, 2026  
2<sup>nd</sup> Reading: January 28<sup>th</sup>, 2026  
3<sup>rd</sup> Reading: February 11<sup>th</sup>, 2026

ACCEPTED BY VISIONARY:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## APPENDIX A

### CALCULATION OF FRANCHISE FEE

The following retail local exchange telecommunications products provided by Visionary to Visionary's customers within the Franchise Area are subject to the Franchise fee outlined in Section 4 of this agreement:

- Business Local Access, Flat Rate
- Residential Local Access, Flat Rate
- Local Access Trunks
- Voice over Internet Protocol (VoIP)
- Session Initiated Protocol Trunking
- Hosted Voice Services
- Business Local Access—including Flat Rate, Multiparty, and Extended Area Service
- Business Measured Usage Local Access Service
- Flat Usage Local Access Trunks
- Low Income Telephone Assistance Program Local Access
- Measured Rate Local Access Trunk Usage
- Message Rate Local Access Trunk Usage
- Public Access Line (PAL) Service
- Residential Local Access—including Flat Rate, Multiparty, and Extended Area Service
- Residential Measured Usage

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.