

ORDINANCE NO. 366

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 THE TOWN OF LINGLE, 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.

Section 1) **Grant of Franchise.** The Town hereby grants to Visionary the **NON-EXCLUSIVE right, privilege, and authority** to construct, maintain, and operate its System for the purpose of providing telecommunications services to the Town's inhabitants, hereinafter "the Franchise" or "Franchise." After submitting its design plans and specifications to the Town and after notifying the Town and receiving express authority to proceed, on a case by case basis, from the relevant Department Heads of the Town of LINGLE, Visionary may install, upgrade, adjust, protect, support, raise, lower, disconnect, remove and relocate its cables, wires, conduits, conductors, pipes and related appurtenances ("Facilities") for its System in, under, along, over and across the present and future streets, roadways, avenues, courts, lanes, alleys, sidewalks, rights of way and similar public areas of the Town ("Rights-of-Way"). The Franchise area is defined as the area within the legal boundaries of the Town.

Section 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 agreeing to all terms and conditions of this Ordinance, 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 ("Initial Term"). At least thirty (30) days prior to the expiration of the Initial Term, Visionary shall notify the Town of its intent to terminate the Franchise or it may elect to extend this Franchise for one (1) additional five (5) year period ("Renewal Term"). The Initial Term and Renewal Term may be collectively referred to as "Term."

Section 4) **Franchise Fee.** From and after the date of Visionary's acceptance of this Ordinance and until its expiration, Visionary shall pay the Town treasurer a monthly payment for each month of the duration of this franchise the sum of Three Hundred Dollars and no Cents (\$300.00). Such payment shall be made by the 10th day of each month for the preceding month and shall be commenced on and after the effective date of the ordinance tax, or any other such tax for the period covered during the term of this ordinance. This payment shall be in lieu of any general or special license tax, occupation tax, or any other such tax for the period covered during the term of this ordinance. It is further agreed that the monthly franchise fee shall not be, directly or indirectly, passed on to consumers in the area that receive service as a result of this franchise agreement.

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's, 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**.

9.1 **Commercial General Liability Insurance**. 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.

9.2 **Workers' Compensation and Company's Liability Insurance**. 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.

9.3 **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.

Section 11) **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 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 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.

12.3 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 no 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 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 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.

12.5 If, during 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.

12.6 Visionary acknowledges that the Town is in the process of complete water, sewer, curb and gutter and street renovations within the entire Town limits occurring in phases over the next six or seven years. Visionary also acknowledges that it has been advised that as part and parcel of said renovation project underground conduit is being installed in certain strategic locations specifically for the placement of fiber for internet and communication purposes. Visionary expressly agrees that in all areas where conduit has been placed by the Town Visionary shall transfer its fiber into said conduit within one (1) year of completion of each phase of the project, provided that the conduit is able to be utilized for communications for a lesser capital expenditure than Visionary placing their own conduit. If Visionary can provide an underground path along the same route for a lesser capital expenditure, it shall do so, so as to provide the Town a similar end result. No other installation of underground facilities shall be undertaken by Visionary without first obtaining a permit and installing same in strict compliance with the instruction of the relevant Department Heads of the Town of LINGLE, as follows:

- Town Clerk – Richard Reyes at 307-837-2422 and
- Town Maintenance – Logan Daily or Jeremy Jackson at 307-837-2422.

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.

Section 13) **Relocation of Facilities.**

13.1 Relocation for the Town. Visionary shall, upon receipt 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 law or Town ordinance. In the event new poles are installed by the Town, Visionary shall transfer its fiber, carrier cable and equipment from the old pole to the new pole within 60 days of being given notice. If said transfer is not made within the said time period, the old pole shall become the property of Visionary and Visionary shall be responsible for all repairs and expenses to the same.

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 sixty (60) days.

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

Section 15) Renewal. At least one hundred twenty (120) days prior to the expiration of this Ordinance, Visionary and the Town shall either agree to extend the Term or use best faith efforts to renegotiate a replacement Franchise agreement. If either party terminates this agreement or does not renew this contract, then all of Visionary's materials must be removed by Visionary.

Section 16) Revocation of Franchise for Non-Compliance.

16.1 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.

16.2 Visionary shall have fifteen (15) working days from receipt of the written notice described in subsection 16.1 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.

16.3 In the event that Visionary does not comply with subsection 16.2, 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.

16.4 Subject to applicable federal and state law, in the event the Town, after the hearing set forth in subsection 16.3, 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 16.5, below.

16.5 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.

16.6 Notwithstanding the foregoing provisions in this Section 16, Visionary does not waive any of its rights under applicable law.

Section 17) **No Waiver of Rights**. Neither the Town or 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 and such failure does not cure any prior instances of non-compliance nor preclude any legal remedies 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/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 18) **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, 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. **At no time shall Visionary be allowed to sub-let space on the Town's poles to any third party not controlled or controlling Visionary.**

Section 19) **Amendment**. This Ordinance and the Franchise granted hereunder may be changed, modified, revised or amended only by written agreement of the parties and approval by the Town Council if required.

Section 20) **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 21) **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. If 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 22) **Notices.** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within three (3) 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 LINGLE
Town Clerk
P.O. Box 448
LINGLE, WY 82223

Visionary Communications, LLC
Regulatory
P.O. Box 2799
Gillette WY 82717-2799

Section 23) **Retention of Governmental Immunity.** By entering into this Franchise, the Town of LINGLE does not waive its Governmental Immunity, as provided by any applicable law including W.S. Section 1-39-101 et seq. Further, 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 based on this contract. This contract is entered into by the parties for their sole benefit and is not intended to be for the benefit of any other third party or entity.

Section 24) **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.

Section 25) All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 26) This ordinance shall take effect from its adoption and publication as required by law and the ordinances of the Town of LINGLE.

Section 27) Execution of this document by Visionary Communications LLC shall constitute a binding agreement on the part of Visionary Communications to abide by the terms and conditions set forth herein.

PASSED AND APPROVED ON FIRST READING this _____ day of _____ 2024.

Micah Foster, Mayor

ATTEST:

Town Clerk

PASSED AND APPROVED ON SECOND READING this _____ day of _____, 2024.

Micah Foster, Mayor

ATTEST:

Town Clerk

PASSED AND APPROVED AS AMENDED ON THIRD AND FINAL READING this _____ day of _____, _____.

Micah Foster, Mayor

ATTEST:

Town Clerk

Approved and Agreed: Visionary Communications,
LLC

Chief Strategy Officer

ORDINANCE NO. 367

AN ORDINANCE AMENDING THE FOLLOWING ARTICLES AND SECTIONS OF ORDINANCE NO. 356. ESTABLISHING RATES, FEES AND CHARGES RELATING TO WATER AND SEWER SERVICES; AND, PROVIDING FOR EFFECTIVE DATES

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LINGLE, WYOMING:

ARTICLE 2. WATER SERVICE

Section 1. Water Service Rates.

1.1. Residential Service

The charges for residential water service shall be a monthly base charge of \$31.00. A \$1.00 per year increase will occur July 1st for four consecutive fiscal years commencing July 1, 2025.

1.2. Commercial Service

a. The charges for unmetered commercial water service shall be a monthly base charge of \$36.00.

b. The charges for metered commercial water service shall be a monthly base charge of \$36.00, plus the sum of \$1.00 per one thousand gallons over a minimum of 10,000 gallons per month.

c. For all commercial unmetered and metered water services, a \$1.00 per year increase will occur July 1st for four consecutive fiscal years commencing July 1, 2025.

ARTICLE 3. SEWER SERVICE.

Section 1. Sewer Service Rates

1.1. Residential Service

The charges for residential sewer service shall be a monthly base charge of \$20.00. A \$1.00 per year increase will occur July 1st for four consecutive fiscal years commencing July 1, 2025.

1.2. Commercial Service

a. The charges for commercial sewer service shall be a monthly base charge of \$26.00.

b. A \$1.00 per year increase will occur July 1st for four consecutive fiscal years commencing July 1, 2025.

NOTICE:

All articles and sections of Ordinance #356 not cited in Ordinance #368 remain intact.

EFFECTIVE DATE

Pursuant to Wyoming Statutes §15-1-115 and §15-1-116, this ordinance shall have public readings on three different days and at least ten days shall elapse between introduction and final

passage of said ordinance. Said ordinance shall be in full force and effect on the 1st day of July 2024.

ARTICLE 8. SEVERABILITY

If any section, paragraph, clause or provision of this ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such part shall not affect any of the remaining provisions of this ordinance.

INTRODUCED, read by title and passed on first reading upon the affirmative vote of the Mayor and ____ Council members at the regular meeting held the 22nd day of May 2024.

Mayor Micah Foster

(SEAL)

Attest:

Clerk Richard Reyes

INTRODUCED, read by title and passed on second reading upon the affirmative vote of the Mayor and ____ council members at the regular meeting held the 5th day of June 2024.

Mayor Micah Foster

(SEAL)

Attest:

Clerk Richard Reyes

ORDINANCE NO. 368

AN ORDINANCE PROVIDING FOR THE ANNUAL APPROPRIATION FOR THE TOWN OF LINGLE FOR THE FISCAL YEAR JULY 1, 2024 TO JUNE 30, 2025.

WHEREAS, Pursuant to the law of the State of Wyoming and the Ordinances of the Town of Lingle, Wyoming, the Town Treasurer, acting as the Budget Officer for the Town, has prepared the proposed Budget for the Town for the fiscal year beginning July 1, 2024 and ending June 30, 2025.

WHEREAS, the Town Council of the Town of Lingle has thoroughly reviewed the budget prepared by the Budget Officer and has determined and hereby declares that it accurately reflects the proposed revenues and expenditures of the Town during the 2024-2025 fiscal year.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LINGLE, WYOMING:

Section 1. ADOPTION OF THE FY 2025 BUDGET: This document, two (2) copies of which are on file in the office of the Town of Lingle, Wyoming, is being marked and designated as "Town of Lingle FY2025 Consolidated Budget." This budget is hereby adopted as the Budget of the Town of Lingle, Wyoming, for the fiscal year commencing July 1, 2024 and ending June 30, 2025; each and all of the provisions of such "Town of Lingle, Wyoming" are hereby referred to, adopted and made part hereof as is fully set out in this ordinance.

Section 2. Summary of the anticipated REVENUES AND EXPENDITURES: The following sums of money are anticipated as revenues and expenditures for the Town of Lingle, Wyoming, for the fiscal year beginning July 1, 2024 and ending June 30, 2025, to-wit:

REVENUES		EXPENDITURES	
Cemetery Fund	\$ 3,500.00	Cemetery Fund	\$ 41,250.00
Electrical Fund	620,000.00	Electrical Fund	469,000.00
Landfill/Sanitation Fund	90,000.00	Landfill/Sanitation Fund	120,200.00
Wastewater Fund	62,000.00	Wastewater Fund	60,250.00
Water Fund	96,000.00	Water Fund	94,250.00
Contingency Funds	700,000.00	Contingency Funds	700,000.00
General Fund	691,150.00	General Government	306,750.00
Utility Deposits	5,000.00	Utility Deposits	1,000.00
Capital Facilities Projects	1,750,000.00	Swimming Pool	123,500.00
		Park	27,700.00
		Streets & Alleys	82,900.00
		Law Enforcement	122,500.00
		LVFD	69,500.00
		Community, County & State	32,250.00
		Safety Officer	2,500.00
		Community Buildings	14,100.00
		Capital Facilities Projects	1,750,000.00
TOTAL REVENUES	\$ 4,017,650.00	TOTAL EXPENDITURES	\$ 4,017,650.00

Section 3. REQUIRED MILL LEVY: It is anticipated that an Eight Mill Levy property tax will be required for operation of the General Fund of the Town of Lingle, Wyoming, and a copy of this Ordinance should be forwarded to the BOARD OF COUNTY COMMISSIONERS of Goshen County, Wyoming, by the Town Clerk requesting that Eight Mills be levied upon property in the Town of Lingle for Town purposes.

Section 4. SEVERABILITY: If any section, paragraph, clause or provision of this ordinance shall for any reason be held invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance.

PASSED AND APPROVED at a Regular Council Meeting of the Lingle Town Council on First Reading by the Affirmative vote of Mayor Foster and ____ Council Members on the 22nd day of May 2024.

SEAL:

ATTEST:

Clerk/Richard Reyes

Mayor, Micah Foster

PASSED AND APPROVED at a Regular Council Meeting of the Lingle Town Council on this Second Reading by the Affirmative vote of Mayor Foster and ____ Council Members on the 5th day of June 2024.

SEAL:

ATTEST:

Clerk Richard Reyes

Mayor, Micah Foster

PASSED AND APPROVED at a Regular Council Meeting of the Lingle Town Council on the Third and Final Reading and ordered posted by the affirmative vote of Mayor Foster and ____ Council Members on the 19th day of June 2024.

SEAL:

ATTEST:

Clerk Richard Reyes

Mayor, Micah Foster

Ordinance No. 368 passed approved and proclaimed effective by Mayor Foster on the 19th day of June 2024.

I, Richard Reyes, Clerk of the Town of Lingle, Wyoming, do hereby certify that the above and foregoing Ordinance No. 368 is a true and correct copy of the Ordinance introduced, read by title and finally passed at the Regular Council Meeting held June 19, 2024 and posted thereafter, by title, in the Lingle Town Hall on the 20th day of June 2024.

Clerk Richard Reyes

ORDINANCE NO. 369

AN ORDINANCE AMENDING SECTION 1 OF ORDINANCE #252 PROVIDING FOR THE PERMITTING PROCESS AND THE KEEPING OF FOWL WITHIN THE TOWN LIMITS OF THE TOWN OF LINGLE, WY.

WHEREAS, the Town Council has received requests to allow domesticated Fowl to be kept on residential premises; and

WHEREAS, the Town Council deems it advisable by Ordinance to provide opportunity for occupants of residential premises to keep Fowl within the Town Limits of the Town of Lingle, WY.

NOW THEREFORE BE IT ORDAINED by the Town Council of the Town of Lingle, Wyoming that:

Section 1:

Definitions: As used in this chapter, unless the context otherwise indicates, the following shall have the meanings specified in this section:

“Fowl” means live chickens or ducks.

1. Those persons wishing to keep Fowl on their property within the Town must apply for a permit.
2. The granting of the permit hereinabove set forth shall be in addition to all other local, state and federal permits, statutes and regulations regarding the care and keeping of Fowl for which a permit is sought.
3. An application for a permit to board or keep Fowl within the Town shall be made to the Town Clerk and shall contain the following:
 - a. Name and address of applicant;
 - b. Plans and specifications addressing the restrictions noted herein.
 - c. Verification from Permittee’s neighbors acknowledging and giving permission to keep fowl on Permittee’s property.
4. When, upon review of the application, and the Town Clerk is satisfied that the proposed plan meets the requirements and regulations of this division, and the code of the Town, and provided, approval has been received from the Town Council a permit shall be issued.

Section 2:

1. Upon the issuance of a permit for Fowl (chickens or ducks), the Town Clerk may place such conditions and restrictions upon the permit as deemed reasonable and necessary, including, but not limited to:
 - b. No permittee/family unit shall have more than six (6) Fowl (chickens or ducks).
 - c. Male Fowl (roosters) are **PROHIBITED**:
 - d. Fowl (chickens or ducks) must be kept in a coop in a rear yard and must remain in the coop or an adjoining fenced enclosure at all times.
 - e. The permit cost is \$5.00 per fowl housed on the premises and must be renewed annually January 31st. The annual renewal fee is \$5.00 per fowl housed on the resident premises. Permit fees will offset the cost of as needed inspections by Law Enforcement, Town Supervisor or Assistant Town Supervisor.
 - f. Households with existing council approved chickens on their property are “Grandfathered in” with their existing arrangement for three years however annual registration of their existing fowl will begin January 31, 2025. On January 31, 2028 “Grandfathered in” households will be required to pay the annual permit fee of \$5.00 per fowl as long as they house fowl on their premise.

Section 3:

Enclosures, which are subject to zoning standards for fence height and accessory buildings, must comply with any property line setbacks and Town Codes. The maximum size of a coop or enclosure may not exceed 10 square feet per Fowl and both together may not exceed 15 square feet per Fowl.

- a. Fencing, landscape buffering or screening of a minimum of 6 feet in height and enclosing the entire perimeter of the coop and Fowl exercise area (yard) must be installed and maintained at all times;
- b. Provisions for the removal of excrement from the property on a regular basis; and
- c. Any other matter which the city council deems reasonably pertinent or relevant to the issuance of the permit.

Section 4:

1. Any person whose application for a permit under this chapter has been denied may request and shall be granted a hearing on the matter before the Town Council.
2. Whenever, upon inspection by Town Representative, it is found that conditions or practices exist which are in violation of any provisions of this division or regulations issued under this division, the Town shall give notice in writing to the person to whom the permit was issued that unless such conditions or practices are corrected within a reasonable period of time specified in the notice by the Town, the permit will be suspended. At the end of such period, the Town shall reinspect such conditions or practices that have not been corrected, the Town clerk shall suspend the permit and give notice in writing of such suspension to the person to whom the permit is issued. Upon receipt of notice of suspension, such person shall cease keeping Fowl.
 - a. Any person whose permit has been suspended or who has received notice from the Town that his permit will be suspended unless certain conditions are corrected, may request and shall be granted a hearing on the matter before the Town Council; provided, that when no petition for such hearing has been filed within ten days following the day on which notice of suspension was served, such license shall be deemed to have been automatically revoked at the expiration of such ten-day period.

Section 5:

1. A permit to keep Fowl is specific to the permit holder and the location of the permit. A person wishing to move Fowl to a different property shall obtain a new permit. A new resident of a property who intends to keep Fowl shall obtain a new permit regardless of whether Fowl were kept on the property or continue to be kept on the property.

Section 6:

2. Changes to the standards contained in this section shall require any permit holder to comply with any new standard, regulation, or condition and no notice to a permit holder is required prior to enforcement of any new standard beyond that required for adoption of a new or revised ordinance.

Section 7:

1. Prohibited: it shall be unlawful for any person, persons, company or corporation to keep within the town horses, cattle, swine, sheep, goats, mules, burros, llamas, emus etc. (Ord. 252, 7-9-1997; amd 2002 Code.
2. All articles and sections of Ordinance #252 not cited in Ordinance #369 remain intact.

Section 8. SEVERABILITY

If any section, paragraph, clause or provision of this ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such part shall not affect any of the remaining provisions of this ordinance.

EFFECTIVE DATE

Pursuant to Wyoming Statutes 15-1-115 and 15-1-116, this ordinance shall have public readings on three different days and at least ten days shall elapse between introduction and final passage of said ordinance. Said ordinance shall be in full force and effective on 3rd day of July 2024

PASSED AND APPROVED at a Regular Council Meeting of the Lingle Town Council on First Reading by the Affirmative vote of Mayor Foster and ____ Council Members on the 5th day of June 2024.

SEAL:

ATTEST:

Clerk/Richard Reyes

Mayor, Micah Foster

PASSED AND APPROVED at a Regular Council Meeting of the Lingle Town Council on this Second Reading by the Affirmative vote of Mayor Foster and ____ Council Members on the 19th day of June 2024.

SEAL:

ATTEST:

Clerk Richard Reyes

Mayor, Micah Foster

PASSED AND APPROVED at a Regular Council Meeting of the Lingle Town Council on the Third and Final Reading and ordered posted by the affirmative vote of Mayor Foster and ____ Council Members on the 3rd day of July 2024.

SEAL:

ATTEST:

Clerk Richard Reyes

Mayor, Micah Foster

Ordinance No. 369 passed approved and proclaimed effective by Mayor Foster on the 3rd day of July 2024.

I, Richard Reyes, Clerk of the Town of Lingle, Wyoming, do hereby certify that the above and foregoing Ordinance No. 369 is a true and correct copy of the Ordinance introduced, read by title and finally passed at the Regular Council Meeting held July 3, 2024 and posted thereafter, by title, in the Lingle Town Hall on the 5th day of July 2024.

Clerk Richard Reyes

ORDINANCE NO. 370

AN ORDINANCE AMENDING SECTION 1 AND SECTION 2 OF ORDINANCE #24 PROVIDING FOR THE REGULATION AND USE OF PUNCH BOARDS, SLOT MACHINES, AND ALL GAMBLING DEVICES AND GAMES OF CHANCE IN THE TOWN OF LINGLE, WYOMING.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LINGLE, WYOMING:

SECTION 1. It shall be unlawful for any firm or corporation within the Town of Lingle, Wyoming, to maintain or operate any slot machine, punch board, dice games of any nature or any game or games of chance.

SECTION 2. It shall be unlawful for any firm or corporation to handle or have for sale, any punch board, slot machine, or dice boxes.

NOTICE:

All sections of Ordinance #24 not cited in Ordinance #368 remain intact.

EFFECTIVE DATE

Pursuant to Wyoming Statutes §15-1-115 and §15-1-116, this ordinance shall have public readings on three different days and at least ten days shall elapse between introduction and final passage of said ordinance. Said ordinance shall be in full force and effect on the 3rd day of July 2024.

SEVERABILITY

If any section, paragraph, clause or provision of this ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such part shall not affect any of the remaining provisions of this ordinance.

INTRODUCED, read by title and passed on first reading upon the affirmative vote of the Mayor and ____ Council members at the regular meeting held the 5th day of June 2024.

Mayor Micah Foster

(SEAL)

Attest:

Clerk Richard Reyes

INTRODUCED, read by title and passed on second reading upon the affirmative vote of the Mayor and ____ council members at the regular meeting held the 19th day of June 2024.

Mayor Micah Foster

(SEAL)

Attest:

Clerk Richard Reyes

INTRODUCED, read by title and passed on third and final reading upon the affirmative vote of the Mayor and ____ council members at the regular meeting held the 3rd day of July 2024.

Mayor Micah Foster

(SEAL)

Attest:

Clerk Richard Reyes

Ordinance No. 370 passed approved and proclaimed effective by Mayor Foster on the 3rd day of July 2024.

I, Richard Reyes, Clerk of the Town of Lingle, Wyoming, do hereby certify that the above and foregoing Ordinance No. 370 is a true and correct copy of the Ordinance introduced, read by title and finally passed at the Regular Council Meeting held July 3rd, 2024 and posted thereafter, by title, in the Lingle Town Hall on the 5th day of July 2024.

Clerk Richard Reyes

