

ORDINANCE NUMBER ___2025-12
AN ORDINANCE GRANTING A FRANCHISE TO NORTHERN ARAPAHO
TRIBAL INDUSTRIES, INC., D/B/A WIND RIVER INTERNET, ON BEHALF OF
ITSELF AND ITS AFFILIATES TO OPERATE AND MAINTAIN A
TELECOMMUNICATIONS SYSTEM IN THE CITY OF LANDER, WYOMING

The City hereby ordains that it is in the public interest to grant Northern Arapaho Tribal Industries, Inc., d/b/a Wind River Internet and its affiliates (collectively “Wind River”) a Franchise to operate a System pursuant to the terms and conditions contained herein.

FINDINGS

In review of Wind River, the City of Lander, Wyoming (“City”) makes the following findings:

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

Wind River’s plans for operating a Telecommunications System (“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 Wind River by the City complies with the existing laws and regulations of the City.

Section 1) Grant of Franchise. The City hereby grants to Wind River the non-exclusive right, privilege and authority to construct, maintain, operate, upgrade, adjust, protect, support, raise, lower, disconnect, remove and relocate its, wires, conduits, conductors, cables 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 City (“Right-of-Way” or “Rights-of-Way”), for the purpose of providing telecommunications services to the City’s inhabitants (hereinafter “Franchise”). The Franchise area is defined as the area within the legal boundaries of the City.

Section 2) Acceptance by Wind River. Within sixty (60) days after the passage of this Ordinance by the City, Wind River shall file a signed copy thereof with the City 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 five (5) years (“Initial Term”). At the end of the Initial Term, this Franchise will renew for subsequent twelve (12) month periods (“Renewal Term”) until either Party provides written notice of its intent to terminate at least thirty (30) days prior to the expiration of the current Renewal Term. The Initial Term and Renewal Term may be collectively referred to as the “Term”.

Section 4) Franchise Fee. As of the effective date of this Franchise, Wind River will pay the City a Franchise Fee of three percent (3%) of revenues received for the provision of local telecommunication services within the City calculated based upon Wind River’s gross revenues (for the services in Appendix A hereto) generated by the System (the “Franchise Fee”). Payment shall be made quarterly within thirty (30) days after the last day of the quarter to which the payment applies during the Term of this Franchise.

Section 5) Obligation in Lieu of Fee. In the event that the Franchise Fee specified herein is declared void for any reason by a court of competent jurisdiction or applicable law, the Franchise Fee provided for herein shall be adjusted in accordance with applicable laws, provided the terms are applied on a competitively neutral and nondiscriminatory basis for similarity situated users of the rights of way. Further, to the extent allowed by law, Wind River shall collect the alternative amounts agreed upon through a surcharge upon Utility Service provided to City residents and businesses who are customers of Wind River.

Section 6) Remittance of Franchise Fee.

6.1 Correction of Franchise Fee Payments. In the event that either the City or Wind River discovers that there has been an error in the calculation of the Franchise Fee payment to the City, either party shall provide written notice of the error to the other party. If the party receiving written notice of the error does not agree with the written notice of error, that party may challenge the written notice of error; otherwise, the error shall be corrected and adjustments applied in the next monthly payment following discovery. However, if the error results in an overpayment of the Franchise Fee to the City, and said overpayment is in excess of Five Thousand Dollars (\$5,000.00), credit for the overpayment shall be adjusted in the successive monthly payments; provided that if such period would extend beyond the Term of this Franchise, Wind River may elect to require the City to provide it with a refund instead of a credit, with such refund to be spread over the same period the error was undiscovered, even if the refund will be paid after the termination date of this Franchise. All franchise fee underpayments shall be corrected in the next monthly payment following discovery, together with interest computed at the rate set by the Public Service Commission for customer security deposits held by Wind River, from the date when due until the date paid. In no event shall either party be required to fund or refund any overpayment or underpayment which occurred more than five (5) years prior to the discovery of the error.

6.2 Audit of Franchise Fee Payments.

- A) Every five (5) years commencing at the end of the Initial Term of this Franchise, the City may, upon written notice to Wind River request that Wind River conduct an internal audit to investigate and determine the correctness of the franchise fees paid to the City. Such audit shall be limited to the previous two (2) calendar years, or as otherwise requested by the City. Within sixty (60) days following the City's written request, Wind River shall provide a written report to the City Clerk containing the audit findings.
- B) If the City disagrees with the results of the audit, and if the parties are not able to informally resolve their differences, the City may conduct its own audit, and Wind River shall cooperate, including but not necessarily limited to, providing the City's auditor with all information reasonably necessary to complete the audit or by making such information available via email within a reasonable time thereafter for review by the City.
- C) If the results of a City audit conducted pursuant to subsection 6.2(B) conclude that Wind River has underpaid the City by two percent (2%) or more, in addition to the obligation to pay such amounts to the City and interest, Wind River shall also pay all reasonable costs of the City's audit.
- D) This Franchise Fee relates only to the permission to use a public Right-of-Way under the terms and conditions set forth. The Franchise Fee shall not relieve Wind River from compensating the City to the extent that City permits are otherwise required in accordance with applicable law. The Franchise Fee is separate and apart from permit fees and any amounts collected for taxes or surcharges paid to federal, state, or local governments.

6.3 Fee Disputes. Either party may challenge any written notification of error as provided for in this Franchise by filing a written notice to the other party. The other party shall respond to any written notice of error within thirty (30) days from such other party's receipt of the written notification of error. The written notice shall contain a summary of the facts and reasons for the party's challenge. The parties shall make good faith efforts to resolve any such challenge and to provide such reasonable documentation to support any such written notification of error.

Section 7) Records Inspection. Wind River shall make available to the City, 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 Wind River can reasonably make such available. Subject to applicable laws, any information that is provided to the City and that the City reviews *in camera* is confidential and proprietary and shall not be disclosed or used for any purpose other than verifying compliance with the terms of this Ordinance. Any such information provided to the City shall be immediately returned to Wind River following review. The City will not make copies of such information. Subject to applicable law, neither the City nor Wind River shall be required to publicly disclose information which is proprietary or confidential

in nature, absent an appropriate order from a court or agency of competent jurisdiction. The City agrees to treat any information disclosed by Wind River as confidential pending a contrary determination, and only to disclose to its employees, representatives, agents or consultants that have a need to know and that have agreed to maintain the confidentiality of the materials in accordance with law. The City agrees to notify Wind River in writing if the City receives a request to disclose confidential information, so that Wind River may take appropriate action to protect its interest.

Section 8) Non-Exclusive Franchise. The right to use and occupy the Rights-of-Way of the City shall be non-exclusive, and the City reserves the right to use the Rights-of-Way for itself or any other entity. The City, however, shall not unreasonably interfere with Wind River's Facilities or the rights granted Wind River herein.

Section 9) City Regulatory Authority. The City 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 10) Indemnification. Except to the extent arising out of the negligence or willful misconduct of the City, the City 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 Wind River of its Facilities. Wind River shall indemnify, defend and hold the City harmless from and against claims, demands, liens and all liability or damage, attorneys' fees, costs and expenses of whatsoever kind or nature on account of Wind River's use of the Right-of-Way, except to the extent arising out of the negligence or willful misconduct of the City.

Section 11) Insurance Requirements.

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

- A) Workers' Compensation and Employers Liability Insurance. Wind River shall provide to the City proof of workers' compensation coverage for all its employees who are to work on the Facilities within the Right-of-Way. Wind River's coverage shall be under the Wyoming Workers' Compensation program, if statutorily required, or such workers' compensation insurance as appropriate. Wind River's insurance shall include liability coverage, in an amount not less than one million dollars (\$1,000,000) per employee for each accident or disease. Wind River shall also supply to the City proof of workers' compensation and employer's liability insurance for any contractor or subcontractor before allowing that contractor or subcontractor on the job site.
- B) Commercial General Liability Insurance. Wind River 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) per occurrence and four million dollars (\$4,000,000) general aggregate.
- C) Business Automobile Liability. Wind River shall maintain, during the entire Term, automobile liability insurance for owned, non-owned and hired vehicles in an amount not less than one million dollars (\$1,000,000) per occurrence.

11.2 Policies Primary. All policies required hereunder shall be in effect for the Initial Term and any Renewal Term. All policies shall be primary and not contributory. Wind River 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 City.

11.3 City as Additional Insured. All insurance policies required hereunder, except workers' compensation, shall name the City as an additional insured, and shall contain a waiver of

subrogation against the City, its agents and employees. Wind River shall provide a copy of an endorsement providing this coverage.

11.4 City's Right to Reject. The City reserves the right to reject a certificate of insurance if the insurance company is widely regarded in the insurance industry as financially unstable.

Section 12) Maps and Installation of Wind River's Facilities.

12.1 All Facilities under authority of this Ordinance shall be used, constructed and maintained in accordance with applicable law.

12.2 Wind River shall provide to the City upon written request of Wind River such as-built maps and drawings as the City may reasonably request, in a form reasonably prescribed by the City, including electronic formats that can be imported into the City's Geographical Information System ("GIS"). Wind River shall also provide as-built maps and drawings to City staff, when specifically requested. Facilities plans shall be filed within ninety (90) days of the effective date of this Ordinance and shall be updated upon completion of any significant additions to Wind River's Facilities in the City. Information, if confidential, shall be marked as such and maintained as confidential as permitted under applicable law.

12.3. Wind River shall, prior to commencing new construction (which involves disturbance of the Right-of-Way) or major reconstruction work in public Right-of-Way or other public places, apply for a permit from the City at Wind River's expense, which permit shall not be unreasonably withheld, conditioned or delayed. Wind River will abide by all applicable ordinances and reasonable rules, regulations and requirements of the City consistent with applicable law, and the City may inspect the manner of such work and require remedies as may be reasonably necessary to assure compliance. Notwithstanding the foregoing, Wind River shall not be obligated to obtain a permit beforehand to perform emergency repairs to its Facilities but shall be required to contact the City prior to making any such repairs or reasonably soon thereafter following any need to restore Wind River's services. Permits shall not be required for routine maintenance or repair; however, permits shall be pulled after completion of emergency repairs so that the City will have a record of such work. All contractors and subcontractors of Wind River shall also be required to pull permits at their expense, as provided above, except for routine maintenance or repairs.

12.4 To the extent practical and consistent with any permit issued by the City, all Facilities shall be located and agreed upon so as to cause minimum interference with the Rights-of-Way and shall be constructed, installed, maintained, renovated or replaced in accordance with applicable rules, ordinances and regulations of the City.

12.5 If, during the course of work on its Facilities, Wind River causes damage to or alters the Rights-of-Way or other public property, Wind River shall replace and restore such Rights-of-Way or public property at Wind River's sole cost and expense to a condition reasonably comparable to the condition that existed immediately prior to such damage or alteration.

12.6 Before installation of new underground facilities or replacing existing underground facilities, Wind River shall first notify the City and may allow the City, at its own expense, to either share the trench for laying of its own facilities to the extent feasibly possible or provide a price for adding empty conduit to the extent feasibly possible, provided that such action will not unreasonably delay Wind River's project completion or increase Wind River's construction costs.

12.7 Nothing in this Ordinance shall be construed to prevent the City from constructing, maintaining, repairing, replacing or relocating its sewers, streets, water mains, sidewalks, or other public property.

12.8 In areas where all other utility lines are placed underground, Wind River shall construct and install its Facilities underground. In areas where one or more public utilities are aerial, Wind River shall contact the City to determine if Wind River will be allowed to install its Facilities aerially, or above ground.

12.9 Wind River shall not attach to, or otherwise use or commit to use, any pole owned by the City until a separate pole attachment agreement has been executed by the parties.

12.10 To promote efficiencies, Wind River shall coordinate its work in the Rights-of-Way with the City and other users of the Rights-of-Way.

12.11 During construction in the Rights-of-Way, Wind River shall obtain bonds, such as generally applicable construction bonds, in accordance with the City's ordinary policies and procedures to cover remedial work and restoration of the Rights-of-Way.

Section 13) Relocation of Facilities.

13.1 Relocation for the City. The City agrees to provide Wind River with as much advance written notice of any requirement for the City to protect, support, adjust, raise, lower, temporarily disconnect, relocate or remove Wind River's Facilities for a public purpose. Weather permitting, Wind River shall, upon receipt of advance written notice of not less than thirty (30) days or such reasonable period of time that the Parties may agree, protect, support, adjust, raise, lower, temporarily disconnect, relocate, or remove any Wind River property located in the Rights-of-Way when required by the City consistent with its police powers. Wind River shall be responsible for any costs associated with these obligations to the extent required under applicable federal, state or local law.

13.2 Relocation for a Third Party. Wind River shall, at the request of any person holding a lawful permit issued by the City, protect, support, adjust, raise, lower, temporarily disconnect, relocate or remove any Wind River property located in the Rights-of-Way, provided that the cost of such action is borne by the third party requesting it, and Wind River is given advance written notice of not less than one hundred twenty (120) days. In said situation, Wind River will require advance payment of the costs.

13.3 Alternatives to Relocation. Wind River may, after receipt of written notice requesting a relocation of Facilities, submit to the City written alternatives to such relocation. Such alternatives shall include the use and operation of temporary transmitting facilities in adjacent Rights-of-Way. The City shall promptly evaluate such alternatives and advise Wind River in writing if one or more of the alternatives are suitable. If requested by the City, Wind River shall promptly submit additional information to assist the City in such evaluation. The City shall give each alternative proposed by Wind River full and fair consideration. In the event the City determines there is no reasonable alternative, Wind River shall relocate the components of the System as otherwise provided herein. Notwithstanding the foregoing, Wind River shall in all cases have the right to abandon the Facilities and convey title to the City.

Section 14) Vegetation Management. Wind River 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 Wind River; instead, this right gives permission to Wind River should Wind River 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 the Term, Wind River and the City shall meet, using best faith efforts, to begin negotiating Franchise renewal.

Section 16) Revocation of Franchise for Non-Compliance.

16.1 In the event the City believes that Wind River has not complied with the terms of this Ordinance, the City shall informally discuss the matter with Wind River. If these discussions do not lead to resolution of the problem, the City shall notify Wind River in writing of the exact nature of the alleged non-compliance.

16.2 Wind River shall have thirty (30) days from receipt of the written notice described in subsection 16.1 to either respond to the City, contesting the assertion of non-compliance, or otherwise initiate reasonable steps to remedy the asserted non-compliance issue, notifying the City of the steps being taken and the projected date that the steps will be completed.

16.3 In the event that Wind River does not comply with subsection 16.2, above, the City shall schedule a public hearing to address the asserted non-compliance issue. The City shall provide

Wind River 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 City, after the hearing set forth in subsection 16.3, determines that Wind River is non-compliant with this Ordinance, the City 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 City seek to revoke the Franchise after following the procedures set forth above, the City shall give written notice to Wind River. Wind River shall have thirty (30) days from receipt of such notice to object in writing and state its reason(s) for such objection. Thereafter, the City may seek revocation of the Franchise at another public hearing. The City shall cause to be served upon Wind River, at least thirty (30) additional 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 City shall give Wind River an opportunity to state its position on the matter, after which the City shall determine whether or not the Franchise shall be revoked. Wind River may appeal the City's determination to an appropriate court, which shall have the power to review the decision of the City *de novo*. Such appeal must be taken within thirty (30) days of the issuance of the City's determination. The City may, at its sole discretion, take any lawful action which it deems appropriate to enforce its rights under this Ordinance in lieu of revocation.

Section 17) No Waiver of Rights. Neither the City nor Wind River 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 occasion 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 or take any position as to the legality or appropriateness of any provision in this Ordinance that it believes is inconsistent with federal or state law, as may be amended.

Section 18) Transfer of Franchise. Wind River's right, title or interest in the Franchise and Facilities shall not be sold, transferred or assigned, or otherwise encumbered without written permission from the City, except for a transfer or assignment to an entity that purchases all or substantially all of Wind River's assets located in Fremont County, any entity that acquires a majority of the equity interests in Wind River or a direct or indirect parent company of Wind River, any newly created or surviving successor entity that results from a merger, reorganization or consolidation involving Wind River or any of its direct or indirect parent companies or any sale, transfer, assignment, or encumbrance to an entity controlling, controlled by, or under common control with Wind River, or for transfers in trust, by mortgage, by other hypothecation, or by assignment of any right, title or interest of Wind River in the Franchise or Facilities to secure indebtedness.

Section 19) Amendment. At any time during the Term of the Franchise, the City or Wind River 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 amendments. No amendment may be adopted without mutual written agreement of the Parties.

Section 20) Force Majeure. Neither party shall 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 defaults occurred or were caused by epidemics, pandemics, acts of terrorism, riot, war, earthquake, flood, unusually severe rain or snow storm, tornado or other catastrophic act of nature or fiber cut or other damage or event that is reasonably beyond that party's ability to anticipate or control. This section also covers work delays caused by waiting for utility providers to service or

monitor their utility poles on which Wind River's Facilities or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary and delays caused by limited access to easements, poles or streets.

Section 21) Change of Law. 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 Wind River's or the City'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 Wind River and the City, 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 thirty (30) days thereafter. 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 City or Wind River may file an action with any court of 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 (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:

The City of Lander
240 Lincoln Street
Lander, WY 82520
Attention: City Clerk

Northern Arapaho Tribal Industries, Inc.
d/b/a Wind River Internet
Fiber Administrator
1100 W Main Street
Riverton, WY 82501

Section 23) Retention of Governmental Immunity by the City. By entering into this Franchise, the City does not waive its Governmental Immunity, as provided by any applicable law including W.S. Section 1-39-101 et seq. Further, the City 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 Franchise.

Section 24) Limited Waiver of Sovereign Immunity. Wind River is a business enterprise of Northern Arapaho Tribal Industries, Inc. ("NATI"), a tribal corporation of the Northern Arapaho Tribe, and is wholly owned by said Tribe. NATI hereby specifically and unequivocally provides a limited waiver of its sovereign immunity from an action or suit, either in tort or in contract or any other theory of law or equity, and hereby consents to being named as a party to any litigation between itself and the City pertaining to the obligations of NATI under this Franchise. NATI further waives its sovereign immunity from an action or suit, either in contract or tort or any other theory of law or equity, for any actions or operations conducted within the City limits and hereby waives any defenses to an action or suit that they may have based upon the theory of sovereign immunity. This waiver is given pursuant to the authority granted in Section 5.3 (l) of the charter issued to NATI by the Northern Arapaho Tribe, and NATI hereby agrees to pass a resolution waiving sovereign immunity as provided herein and as required by such section of the charter. NATI only offers a limited waiver of sovereign immunity as to NATI and its assets, but NATI is not authorized to waive the Northern Arapaho Tribe's sovereign immunity in relation to the tribal government, its assets, and governmental employees, agents, and officials, however, any such limited waiver by NATI is effective. This Section is the only limited waiver of sovereign immunity within this Franchise and no other language or provision shall be interpreted as either an express or implied waiver of the sovereign immunity of Wind River, NATI, or the Northern Arapaho Tribe.

Section 25) No Third-Party Beneficiaries. This Franchise is entered into by the parties for their benefit, and is not intended to be for the benefit of any other third party or entity.

Section 26) Headings. The headings of the sections and subsections are inserted for convenience of reference only and shall not affect the interpretation or meaning of the text herein.

Section 27) Severability. If any section, subsection, paragraph or sentence hereof is for any reason determined to be illegal, invalid, or unenforceable by any court or agency of competent 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, subsection, paragraph or sentence hereof, all of which will remain in full force and effect for the Term of the Franchise.

Section 28) Venue. Venue for any judicial dispute between the parties shall be in State Court in Lander, Wyoming or the United States District Court for the District of Wyoming in Lander.

Section 29) Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 30) Effective Date. This Ordinance shall take effect from and after its adoption and publication as required by law and the ordinances of the City of Lander.

APPROVED on 1st Reading this 28 day of October, 2025.

APPROVED on 2nd Reading this 12 day of November, 2025.

APPROVED on 3rd Reading this _____ day of November, 2025,

PASSED, ADOPTED AND APPROVED by the Mayor and City Council on the _____ day of _____, 2025.

THE CITY OF LANDER
A Municipal Corporation

By: _____
_____, Mayor

ATTEST:

_____, City Clerk

NORTHERN ARAPAHO TRIBAL INDUSTRIES,
INC., D/B/A WIND RIVER INTERNET
On behalf of Itself and Its Affiliates

By: _____
Name: _____
Title: _____

STATE OF WYOMING)
)ss.
COUNTY OF FREMONT)

CERTIFICATE

I hereby certify that on _____, following passage, adoption and approval of Ordinance 2025-12, Missy White, the duly elected, qualified and acting Mayor of the City of Lander, issued this proclamation and said ordinance was published at least once in the Lander Journal, a newspaper of general circulation within Lander, Wyoming, the effective date and publication being_____.

Rachelle Fontaine, City Clerk

APPENDIX A

CALCULATION OF FRANCHISE FEES

Local telecommunications services provided by Wind River to Wind River's customers within the City are subject to the Franchise Fees outlined in this Agreement. This list of gross revenues for Franchise Fees is for illustrative purposes only and not all-inclusive.

Business Local Access, including Flat Rate, Multiparty, and Extended Area Service
Residential Local Access, including Flat Rate, Multiparty, and Extended Area Service
Local Access Trunks
Local Exchange Installation, Upgrade, Late Fees and Disconnection Fees
Session Initiated Protocol Trunking
Hosted Voice Services
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 Measured Usage

The following is a listing of revenue categories not included in the calculation of Franchise Fees:

Utility taxes
Proceeds from the sale of bonds, mortgages, or other evidences of indebtedness, securities or stocks
Revenue from directory advertising
Bad debt write-offs and customer credits;
Non-sufficient funds charges;
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; and
Revenues from private-line services not for local access.