

Comments submitted by Kyle Farley, Director of Regulatory Affairs of Visionary Broadband, on 2/24/2026 at 9:45AM:

11-29-8 Applications - #H comment:

Doesn't specify graffiti removal on telecom facilities? Per comments made at first reading, if the City would like to have Visionary responsible for graffiti removal directly associated with its pedestals then it should state that here? This is too broad and Visionary will not be responsible for graffiti removal on City property not belonging to Visionary?

Council comments?

11-29-8 Applications - #J comment:

This agreement regulates the use of public rights of way? Work conducted in private property is handled via separate lease agreements with the land owners? Visionary would restore/correct any disturbance to private property to as good or better condition than that existing before the work? If work being done in the public rights of way somehow cause damage to private property in the adjacent area, Visionary may still be civilly liable to the private property owner, because Montana law makes private entities responsible for property damage they cause?

The city's regulatory and cost-recovery authority typically extends only to public property, public rights-of-way, or municipal interests?

Council comments?

11-29-9 Franchise or Other Agreement Required comment:

Isn't this ordinance the franchise agreement that covers all providers? This is confusing? Does this mean that Visionary would have to obtain an additional franchise or other Agreement from the City aside and separate from this ordinance?

Council comments?

11-29-33-A: Security Fund comment:

If the mayor is allowed to make the determination, there is a chance the decision would be discriminatory. Some providers could pay less than others or some could pay more.

Council comments?

Same section - The performance bond should be aligned with the warranty period outlined in Section 11-29-41: Restoration. Visionary is willing to support a two-year term, as this is consistent with industry standards. Extending the bond beyond this period introduces unnecessary and atypical costs. Additional expenses of this nature are ultimately passed on to consumers through higher service rates, and Visionary aims to avoid any increases that would negatively impact customers.

As mentioned in the first reading of the ordinance, there might be years where water levels may be higher than previous years and cause damage to facilities. Visionary would argue these are emergency situations that may impact all providers. Unrelated to the performance bonding of original construction, Visionary would repair the rights of way per 11-29-20: NOTICE OF WORK – EMERGENCIES

Council comments?