

ORDINANCE NO. 455

AN ORDINANCE GRANTING TO PACIFICORP, AN OREGON CORPORATION, ITS SUCCESSORS AND ASSIGNS, A NONEXCLUSIVE RIGHT AND FRANCHISE TO CONSTRUCT, MAINTAIN AND OPERATE ALONG, ACROSS AND UNDER THE PRESENT AND FUTURE STREETS, ALLEYS, PUBLIC PLACES AND WAYS OF THE TOWN OF MILLS, NATRONA COUNTY, WYOMING, AN ELECTRIC LIGHT AND POWER SYSTEM FOR THE PURPOSE OF SUPPLYING ELECTRICITY AND ELECTRIC SERVICE TO THE TOWN OF MILLS, THE INHABITANTS THEREOF, AND OTHERS; SUBJECT TO THE TERMS AND CONDITIONS AND TO THE MAKING OF PAYMENTS SPECIFIED IN THE ORDINANCE; AND REPEALING ORDINANCE NO. 223 OF THE TOWN OF MILLS, PASSED AND APPROVED DECEMBER 5, 1973.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF MILLS, WYOMING.

Section 1. The Town of Mills, Natrona County, Wyoming, hereinafter called the Town, does hereby grant to PacifiCorp, doing business as Pacific Power & Light Company, a corporation, authorized to do business in the State of Wyoming, and to its successors and assigns, hereinafter called Grantee, a nonexclusive right and franchise for the period of twenty-five (25) years from and after the effective date of this Ordinance, to construct, maintain, and operate along, across and under the present and future streets, alleys, public places and ways, hereinafter referred to as "streets," electric light and power transmission and distribution lines, with all necessary or desirable appurtenances, including underground conduits, poles, wires, and telephone wires hereinafter referred to as "facilities," for the purpose of supplying electricity and electric service to said Town, the inhabitants thereof, and persons and corporations within and beyond the limits of the Town, subject to the terms and conditions and to the making of payments hereinafter specified.

Section 2. Grantee shall erect and maintain all such facilities in accordance with good engineering practice and in such manner as not to interfere with the use of said streets for travel, and whenever it shall be necessary in the erection of such facilities to dig or in any manner to disturb or interfere with any of said streets, Grantee shall within a reasonable time thereafter put such streets in as good condition as they were before becoming broken, dug or disturbed, and shall remove all rubbish or other material from said streets. If the removal or relocation of facilities is caused by an identifiable development

of property in the area, or is made for the convenience of a customer, this agreement shall not preclude the Grantee from charging the expense of removal or relocation to the developer or customer.

**Section 3.** Grantee shall have the right and privilege at its sole cost, risk and expense of trimming all trees which overhang said streets in such a manner and to such an extent as will prevent the branches or limbs or other parts of such trees from touching or interfering with its facilities; providing no such trees shall be trimmed or cut back farther than may be necessary to prevent such interference and to allow the proper operation and maintenance of said facilities.

**Section 4.** Grantee shall furnish for public and private use during the term hereof and under the conditions of this franchise, electricity and electric energy at the rates and prices and in accordance with tariffs filed and fixed by the Public Service Commission of the State of Wyoming or approved by said Commission and in accordance with the laws and Constitution of the State of Wyoming.

**Section 5.** As consideration for all franchise rights and contractual privileges granted by the Town under the franchise hereby granted, Grantee shall pay to the Town an amount equal to two percent (2.0%) of Grantee's gross operating revenue as said term is defined herein. Such payments shall be made monthly on or before the twentieth day of each month during the term hereof and shall be computed upon the gross operating revenue accrued during the previous month or portion thereof.

Notwithstanding any contrary provision, if City elects to review such franchise fee, City shall provide Grantee written notice, ninety (90) days prior to each consecutive five (5) year period during the twenty-five (25) year term thereafter of this franchise, and shall renegotiate said fee and said fee, as mutually reestablished with Grantee, shall thereafter be made effective ninety (90) days after such renegotiation, and paid during the remainder of the franchise term.

The term "Gross Revenue" as used herein shall mean and be construed as Grantee's gross operating revenue accruing during the preceding month or fraction thereof from the sale of electricity and electric service within the corporate limits of the Town, other than such revenue derived from sales of electric service to the Town or from business done with the U.S. Government or any agency thereof and after deducting therefrom any amounts paid by Grantee to the United States or to the State of Wyoming as

excise or business taxes upon the sale of distribution of electric service in the Town, and at the election of Grantee, Grantee may also deduct from gross revenues the total of all uncollectible revenues from customers within the Town during the preceding month or fraction thereof.

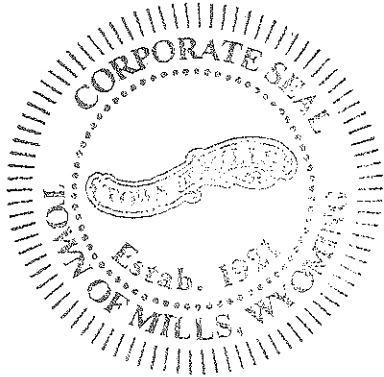
The amounts so payable by Grantee shall not be in addition to any other license, occupation, franchise or excise taxes or charges which might otherwise be levied or collected by the Town from Grantee in respect to Grantee's electric business or of the exercise of this franchise within the corporate limits of the Town, and the amount of any such license, occupation, franchise, or excise taxes or other charges for corresponding periods shall be reduced by deducting therefrom the franchise fee or charge payable hereunder by Grantee; provided that, this provision shall not apply or pertain to lawful ad valorem taxes levied by the Town or other public authority against Grantee's property within the Town.

**Section 6.** Grantee shall protect and save the Town, its officers, employees and agents, harmless against and from any and all damage, claim and any and all loss, liability, cost or expense, occasioned by any negligent act or omission of Grantee in the construction, maintenance, operation or repair of Grantee's property or any use thereof; and Grantee shall at all times comply with any lawful present or future ordinances, rules or regulations of the Town relating to the manner of occupation or use, or to the repair or improvement of said streets.

**Section 7.** Performance of Grantee's obligations hereunder shall be subject to and suspended during prevention thereof or interference therewith, by action of or under governmental authority claiming jurisdiction, or by Acts of God, adverse weather, supply, labor or other conditions not wholly controlled by Grantee, but prevention of such obligations shall not relieve Grantee from any monthly payment aforesaid to the Town, and providing further that as soon as the act or actions or other conditions causing the suspension have been removed or cease to exist, Grantee shall forthwith resume the suspended operations.

**Section 8.** Upon the effective date hereof, but not otherwise, Ordinance No. 223 of the Town of Mills, passed and approved December 5, 1973, granting a franchise to Grantee, is hereby repealed.

~~Section 9. This ordinance shall be published once in the N/A, a newspaper of general circulation within the Town, pursuant to Section 15-1-116 of the Wyoming statutes and shall become effective on the day following said publication, but shall become null and void unless within thirty (30) days after such effective date the Grantee shall file in the office of the Clerk the Grantee's unqualified written acceptance of all the provisions thereof. (see certification on page 10)~~



Passed by the Council this 9th day of  
December, 1998

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

Robert L. Goff  
Mayor of the Town of Mills

Attest:

Sue Regennas  
Clerk of the Town of Mills

**EXTRACT FROM MINUTES OF THE MEETING OF THE COUNCIL OF THE  
TOWN OF MILLS HELD ON THE 7<sup>th</sup> DAY OF OCTOBER , 19 98**

**A form of ordinance entitled:**

**AN ORDINANCE GRANTING TO PACIFICORP, AN OREGON CORPORATION, DOING BUSINESS AS PACIFIC POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, A NONEXCLUSIVE RIGHT AND FRANCHISE TO CONSTRUCT, MAINTAIN AND OPERATE ALONG, ACROSS AND UNDER THE PRESENT AND FUTURE STREETS, ALLEYS, PUBLIC PLACES AND WAYS OF THE TOWN OF MILLS, NATRONA COUNTY, WYOMING, AN ELECTRIC LIGHT AND POWER SYSTEM FOR THE PURPOSE OF SUPPLYING ELECTRICITY AND ELECTRIC SERVICE TO THE TOWN OF MILLS, THE INHABITANTS THEREOF, AND OTHERS; SUBJECT TO THE TERMS AND CONDITIONS AND TO THE MAKING OF PAYMENTS SPECIFIED IN THE ORDINANCE; AND REPEALING ORDINANCE NO. 223 OF THE TOWN OF MILLS, PASSED AND APPROVED DECEMBER 5, 1973.**

was submitted to the Council.

After discussion, Councilman St John moved that said ordinance be given its first reading, Councilman Pattan seconded said motion, and by unanimous consent the same was thereupon fully and distinctly read by the Clerk.

After motion of Councilman N/A, seconded by Councilman \_\_\_\_\_, further action upon said ordinance was deferred until the next regular meeting of the Council.

**EXTRACT FROM MINUTES OF THE MEETING OF THE COUNCIL OF THE  
TOWN OF MILLS HELD ON THE 4th DAY OF November , 1998**

A form of ordinance entitled:

**AN ORDINANCE GRANTING TO PACIFICORP, AN OREGON CORPORATION, DOING BUSINESS AS PACIFIC POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, A NONEXCLUSIVE RIGHT AND FRANCHISE TO CONSTRUCT, MAINTAIN AND OPERATE ALONG, ACROSS AND UNDER THE PRESENT AND FUTURE STREETS, ALLEYS, PUBLIC PLACES AND WAYS OF THE TOWN OF MILLS, NATRONA COUNTY, WYOMING, AN ELECTRIC LIGHT AND POWER SYSTEM FOR THE PURPOSE OF SUPPLYING ELECTRICITY AND ELECTRIC SERVICE TO THE TOWN OF MILLS, THE INHABITANTS THEREOF, AND OTHERS; SUBJECT TO THE TERMS AND CONDITIONS AND TO THE MAKING OF PAYMENTS SPECIFIED IN THE ORDINANCE; AND REPEALING ORDINANCE NO. 223 OF THE TOWN OF MILLS, PASSED AND APPROVED DECEMBER 5, 1973.**

was brought on for further consideration, the same having been previously submitted to the Council and read in full at a regular meeting of the Council on the 4th day of November, 1998.

After discussion, Councilman Dill moved that said ordinance be given its second reading, Councilman St John seconded said motion, and by unanimous consent the same was thereupon fully and distinctly read by the Clerk; further action upon said ordinance was deferred until the next regular meeting of the Council.

**EXTRACT FROM MINUTES OF THE MEETING OF THE COUNCIL OF THE  
TOWN OF MILLS HELD ON THE 9th DAY OF December ,19 98**

A form of ordinance entitled:

AN ORDINANCE GRANTING TO PACIFICORP, AN OREGON CORPORATION, DOING BUSINESS AS PACIFIC POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, A NONEXCLUSIVE RIGHT AND FRANCHISE TO CONSTRUCT, MAINTAIN AND OPERATE ALONG, ACROSS AND UNDER THE PRESENT AND FUTURE STREETS, ALLEYS, PUBLIC PLACES AND WAYS OF THE TOWN OF MILLS, NATRONA COUNTY, WYOMING, AN ELECTRIC LIGHT AND POWER SYSTEM FOR THE PURPOSE OF SUPPLYING ELECTRICITY AND ELECTRIC SERVICE TO THE TOWN OF MILLS, THE INHABITANTS THEREOF, AND OTHERS; SUBJECT TO THE TERMS AND CONDITIONS AND TO THE MAKING OF PAYMENTS SPECIFIED IN THE ORDINANCE; AND REPEALING ORDINANCE NO. 223 OF THE TOWN OF MILLS, PASSED AND APPROVED DECEMBER 5, 1973.

was brought for further consideration; the same having been previously submitted to the Council and read twice at regular meetings of the Council on the 7th day of October, 1998 and the 4th day of Nov., 1998 After discussion, Councilman St John moved that said ordinance be given its third reading, Councilman Dill seconded said motion, and by unanimous consent the same was thereupon fully and distinctly read by the Clerk.

The question then being upon the passage of said ordinance, the Mayor put the question, and a vote was taken which resulted as follows:

Voting Aye: Councilmen

Pattan  
St John  
Dill  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Voting Nay: Councilmen

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Absent: Councilmen

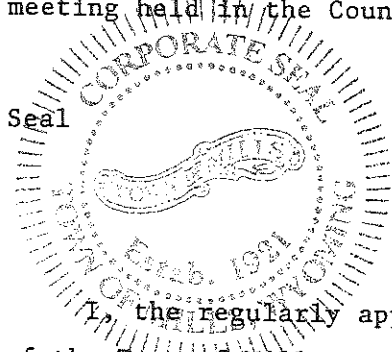
Councilman Renner  
\_\_\_\_\_

The Mayor announced that said ordinance had been duly passed by the affirmative vote of 3 Councilmen, being a majority of all the councilmen-elect, and constituting a quorum, as shown by the "yeas" and "nays". The ordinance was then duly attested by the Clerk and submitted to the Mayor for his signature. The Mayor duly signed said ordinance within ten (10) days of its passage, to wit: on the 9th of December, 1998 and it was thereupon numbered Ordinance No. 455.



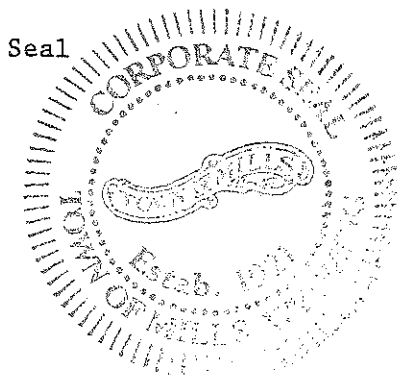


I, Sue Regennas, Town Clerk of the Town of Mills, Wyoming, do hereby certify that the foregoing is a true and correct copy of Ordinance No. 455 entitled" AN ORDINANCE GRANTING TO PACIFICORP AN OREGON CORPORATION, ITS SUCCESSORS AND ASSIGNS, A NONEXCLUSIVE RIGHT AND FRANCHISE TO CONSTRUCT MAINTAIN AND OPERATE ALONG, ACROSS AND UNDER THE PRESENT AND FUTURE STREETS ALLEYS, PUBLIC PLACES AND WAYS OF THE TOWN OF MILLS, NATRONA COUNTY, WYOMING, AN ELECTRIC LIGHT AND POWER SYSTEM FOR THE PURPOSE OF SUPPLYING ELECTRICITY AND ELECTRIC SERVICE TO THE TOWN OF MILLS, THE INHABITANTS THEREOF, AND OTHERS; SUBJECT TO THE TERMS AND CONDITIONS AND TO THE MAKING OF PAYMENTS SPECIFIED IN THE ORDINANCE; AND REPEALING ORDINANCE NO. 223 OF THE TOWN OF MILLS, PASSED AND APPROVED DECEMBER 5, 1973." Passed on Third and final reading by the Town Council of the Town of Mills, Wyoming, at a regular meeting held in the Council Chambers on the 9th day of December, 1998.



Sue Regennas  
Sue Regennas, Town Clerk

I, the regularly appointed, duly qualified and acting Town Clerk of the Town of Mills, Wyoming, do hereby certify that signed, attested, sealed, and certified copies of this Ordinance No. 455 approved and passed as certified above, were, following its passage by the Town Council posted in the Town Clerk's office and the Mills Post Office for a period of (10) days as required by law; that it took effect and became in force as a legal ordinance of the Town of Mills, Wyoming, on the 23rd day of December, 1998.



Sue Regennas  
Sue Regennas, Town Clerk



ACCEPTANCE OF ORDINANCE NO. 455  
BY  
PACIFICORP, an Oregon corporation,  
doing business as PACIFIC POWER & LIGHT COMPANY,

PACIFICORP, an Oregon corporation, doing business as PACIFIC POWER & LIGHT COMPANY, hereby unconditionally accepts Ordinance No. 455 of the Town of Mills, Natrona County, Wyoming, and all the terms, provisions and conditions thereof, said ordinance being entitled:

AN ORDINANCE GRANTING TO PACIFICORP, AN OREGON CORPORATION, ITS SUCCESSORS AND ASSIGNS, A NONEXCLUSIVE RIGHT AND FRANCHISE TO CONSTRUCT, MAINTAIN AND OPERATE ALONG, ACROSS AND UNDER THE PRESENT AND FUTURE STREETS, ALLEYS, PUBLIC PLACES AND WAYS OF THE TOWN OF MILLS, NATRONA COUNTY, WYOMING, AN ELECTRIC LIGHT AND POWER SYSTEM FOR THE PURPOSE OF SUPPLYING ELECTRICITY AND ELECTRIC SERVICE TO THE TOWN OF MILLS, THE INHABITANTS THEREOF, AND OTHERS; SUBJECT TO THE TERMS AND CONDITIONS AND TO THE MAKING OF PAYMENTS SPECIFIED IN THE ORDINANCE; AND REPEALING ORDINANCE NO. 223 OF THE TOWN OF MILLS, PASSED AND APPROVED DECEMBER 5, 1973.

which said ordinance was submitted at a regular meeting of the Council of the Town of Mills and read in full the first time on the 7<sup>th</sup> day of October, 1998, was read in full the second time on the 4<sup>th</sup> day of November, 1998, and was read in full the third time and duly passed at a regular meeting of the Council of said Town of Mills held on the 9<sup>th</sup> of December, 1998. Said Ordinance was submitted to and duly attested by the Clerk and signed by the Mayor on the 9<sup>th</sup> day of December, 1998, and was duly posted in the Town Clerk's office and the Mills Post Office for a period of ten (10) days as required by law.

DATED this 22<sup>nd</sup> day of December, 1998.

PACIFICORP, doing business as  
PACIFIC POWER & LIGHT COMPANY

By Richard D. Westerberg  
Richard D. Westerberg  
Vice President

Witness: Anita Mign



ACCEPTANCE OF ORDINANCE NO. 455

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DATED this 22<sup>nd</sup> day of December, 1998.

PACIFICORP, doing business as  
PACIFIC POWER & LIGHT COMPANY

By Richard D. Westerberg  
Richard D. Westerberg  
Vice President

Witness: Anita Mign