ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 27485 WHICH GRANTS A FRANCHISE TO ONCOR ELECTRIC DELIVERY COMPANY LLC, BY EXTENDING THE TERM AND PROVIDING FOR ITS RENEWAL WITH MINOR MODIFICATIONS; FURTHER PROVIDING THAT THIS ORDINANCE IS CUMULATIVE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ACCEPTANCE BY ONCOR ELECTRIC DELIVERY COMPANY LLC.

WHEREAS, on February 11, 2009 the City Council adopted Ordinance No. 27485, an ordinance granting Oncor Electric Delivery Company LLC (**"Oncor"** or **"Company"**), a franchise for a period of fifteen (15) years the right, privilege, and franchise to construct, extend, maintain and operate in, along, under and across the present and future streets, alleys, highways, public utility easements, and public ways ("Public Rights-of-Way") of the City of Dallas, Texas, (herein called "City"), electric power lines, with all necessary or desirable appurtenances (including underground conduits, poles, towers, wires, transmission lines and other structures, and telephone and communication lines for Company's own use) ("System") for the purpose of delivering electricity to the City, the inhabitants thereof, and persons, firms and corporations beyond the corporate limits thereof, (collectively, the **"Franchise"**); and

WHEREAS, Ordinance No. 27485 expires on March 31, 2024; and

WHEREAS, the City and Oncor wish to extend the term of the Franchise and with certain amendments as specified in this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DALLAS, TEXAS:

Section 1. The extension to the term of Ordinance No. 27485 of the City until March 31, 2039 is hereby approved and agreed to by Oncor and the City; provided that, unless written notice of cancellation is given by either party hereto to the other not less than sixty (60) days before the March 31, 2039 expiration of this Franchise amendment, it shall

be automatically renewed for an additional period of six (6) months from such expiration date and shall be automatically renewed thereafter for like periods until canceled by written notice given not less than sixty (60) days before the expiration of any such renewal period, provided that, in no event shall the maximum term under this franchise agreement exceed forty (40) years.

Section 2. In all respects, except as specifically and expressly amended by this Ordinance, the Franchise shall remain in full force and effect according to its terms until the Franchise expires or otherwise terminates in accordance with this Ordinance.

- Section 3.(d) in Ordinance 27485 is amended to now state "In accordance with direction given by the authority of the governing body under the police and regulatory powers of the City, the placement of poles and excavations and other construction in the Public Rights-of-Way shall interfere as little as practicable with the use of the streets, sidewalks, and alleys. Company has the right to request City Council review of this or any actions concerning Company use of the Public Rights-of-Way. Placement shall comply with the City's Street Design Manual, as amended which includes compliance with the Americans with Disabilities Act of 1990, as amended ("ADA"). Poles placement shall not obstruct or interfere with the placement of ramps at roadways intersections, trail crossings, designated crosswalks, or similar pedestrian facilities in a way that would interfere with the intended use of those facilities, as provided by the ADA."
- Section 4.(a) in Ordinance 27485 is amended to now state "Except in an emergency, the Company shall comply with applicable City ordinances and rules pertaining to notification **including but not limited to those found in the City's Standard Construction Details and Pavement Cut and Repair Standard Manual**, when excavating in any Public Rights-of-Way. The City shall be notified as soon as practicable regarding work performed under emergency conditions and Company shall comply with the City's reasonable requirements for restoration of the excavated area in compliance with the City's Standard Construction Details, Pavement Cut and Repair Standard Manual and other applicable manuals, as amended."
- Section 5.(b) in Ordinance 27485 is amended to now state "The Company shall have authority to require that all work undertaken, by or on behalf of another person or corporation, on any Company poles shall be performed in accordance with the following safety and engineering standards; (1) the National Electrical Safety Code; (2) the rules and regulations of the Occupational Safety & Health Administration ("OSHA"); (3) other applicable laws or regulations of any

governing authority or regulatory body, having jurisdiction; and (4) Company's standards and procedures, and shall not interfere with the erection, replacement, operation, repair, or maintenance of the wires and appurtenances of the persons or corporation occupying the poles **and must ensure that no permitted wires obstruct the view of traffic signal heads at signalized intersections**. Company shall not be required to attach its wires to the poles of another person or corporation or to permit the wires of another person or corporation to be attached to Company's poles if it can be satisfactorily shown that Company will be subjected to increased risks of interruption of service or liability for accidents, or if the poles, wire, and appurtenances of such other person or corporation are not of the character, design, and construction required by or are not being maintained in accordance with modern practice, or if sufficient clearance or space is not available on the pole."

- The first paragraph of Section 9 in Ordinance 27485 is amended to now state "As compensation for the rights and privileges herein conferred, Company shall pay to the City each quarter a sum of money equal to a franchise fee factor as authorized by Section 33.008(b) of PURA multiplied by each kilowatt hour (kWh) of electricity delivered by Company to each customer whose consuming facility's point of delivery is located within the City's municipal boundaries. The current factor at the signing of this franchise is $0.002753 per kilowatt hour of electricity as a result of the Agreement to Resolve Outstanding Franchise issues dated January 27, 2006. However, such factor may be revised from time to time, as agreed upon between Company and City, in accordance with Section 33.008 of PURA or successor statute."

Section 3. The sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable. If any portion of this Ordinance is declared illegal or unconstitutional by the valid final non-appealable judgment or decree of any court or agency of competent jurisdiction, such illegality or unconstitutionality shall not affect the legality and enforceability of any of the remaining portions of this Ordinance.

Section 4. It is hereby officially found and determined that the meeting at which this Ordinance is passed is open to the public as required by law and that public notice of the time, place and purpose of said meeting was given by City as required.

Section 5. This Ordinance shall be in full force and effect following (i) its adoption by City; and (ii) Company filing its written acceptance of this Ordinance with the City

Secretary's office within sixty (60) calendar days following adoption of this Ordinance by the City.

RECOMMENDED BY

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JACK IRELAND
Chief Financial Officer

APPROVED AS TO FORM:
TAMMY L. PALOMINO
City Attorney

BY _____
Assistant City Attorney