

**ORDINANCE NO. R19-\_\_\_\_\_**

**AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING ORDINANCE NO. 005-010 AS AMENDED, WHICH GRANTS A FRANCHISE TO ONCOR ELECTRIC DELIVERY COMPANY LLC, BY EXTENDING THE TERM AND PROVIDING FOR ITS RENEWAL; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ACCEPTANCE BY ONCOR ELECTRIC DELIVERY COMPANY LLC.**

**WHEREAS**, on February 22, 2005 the City Council adopted Ordinance No. 005-010, an ordinance granting Oncor Electric Delivery Company LLC (“Oncor” or “Company”), a franchise for a period of ten (10) years to use the present and future streets, avenues, alleys, roads, highways, sidewalks, easements, and public ways and other public property within the Town of Addison (“Town”) for the purposes of constructing and operating an electric distribution and transmission system and for delivering electricity to Town residents and businesses, and the City Council amended such ordinance to include an additional five (5) years by Ordinance No. 006-039, (collectively, the “Franchise”); and

**WHEREAS**, Ordinance No. 005-010, will expire on July 31, 2019; and

**WHEREAS**, the Town and Oncor wish to extend the term of the Franchise to expire on July 31, 2020 and thereafter to allow the Franchise to renew automatically for successive terms of six (6) months each, but, in any event, the term of such automatic renewals shall terminate on or before July 31, 2044.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:**

**SECTION 1.** The extension to the term of Ordinance No. 005-010 (as amended) of the Town of Addison, Texas until July 31, 2020, is hereby approved and agreed to by Oncor and the Town of Addison; provided that, unless written notice of cancellation is given by either party hereto to the other not less than sixty (60) days before the expiration of this franchise agreement, 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canceled by written notice given not less than sixty (60) days before the expiration of any such renewal period or superseded by a new Franchise agreement or on July 31, 2044, whichever comes first.

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

**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 judgment or decree of any court 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.** This Ordinance and Franchise Agreement shall become effective upon Oncor’s

written acceptance hereof, said written acceptance to be filed by Oncor with the Town within sixty (60) days after final passage.

**DULY PASSED AND ADOPTED** by the City Council of the Town of Addison, Texas, on this the 11<sup>th</sup> day of JUNE 2019.

**TOWN OF ADDISON, TEXAS**

\_\_\_\_\_  
Joe Chow, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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Irma Parker, City Secretary

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Brenda N. McDonald, City Attorney