



## **REGULAR MEETING & WORK SESSION OF THE CITY COUNCIL**

**June 23, 2020**

**ADDISON TOWN HALL**

**5300 BELT LINE RD., DALLAS, TX 75254  
6:00 PM EXECUTIVE SESSION, WORK SESSION  
& REGULAR MEETING**

Notice is hereby given that the Addison City Council, using electronic medium, will conduct its REGULARLY SCHEDULED MEETING on Tuesday, June 23, 2020. No meeting will be conducted at Town Hall. A temporary suspension of the Open Meetings Act to allow telephone or videoconference public meetings has been granted by Governor Greg Abbott. These actions are being taken to mitigate the spread of COVID-19 by avoiding meetings that bring people into a group setting and in accordance with Section 418.016 of the Texas Government Code. Telephonic or videoconferencing capabilities will be utilized to allow individuals to address the Council. Email comments may also be submitted to [iparker@addisontx.gov](mailto:iparker@addisontx.gov) by 3:00 pm the day of the meeting. Members of the public are entitled to participate remotely via Toll-Free Dial-in Number: 877.853.5247; Meeting ID: 409.327.0683#, Participant ID: #. For more detailed instructions on how to participate in this meeting visit our Agenda Page. The meeting will be live streamed on Addison's website at [www.addisontexas.net](http://www.addisontexas.net).

1. Call Meeting to Order

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2. Closed (executive) session of the Addison City Council pursuant to:

Section 551.072, Tex. Gov. Code, to deliberate the purchase, exchange, lease, or value of real property, pertaining to:

- Ground Lease Agreement Between the Town of Addison and Mercury Air Center – Addison, Inc.

Section 551.071, Tex. Gov. Code, to conduct a private consultation with its attorney(s) on a matter in which the duty of the attorney(s) to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, Tex. Gov. Code, pertaining to:

- Potential Changes to the 2020 Kaboom Town! Event.

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3. RECONVENE INTO REGULAR SESSION: In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session to consider action, if any, on matters discussed in Executive Session.
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## **WORK SESSION**

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4. Present and Discuss Any Action Necessary or New Information Regarding the COVID-19 Pandemic.
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5. Present and Discuss Senate Bill 2 Disaster Declaration Tax Calculation Options.
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6. Present and Discuss the Council Calendar for June through October 2020.
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7. Present and Discuss Public Nuisance Concerns Along the White Rock Creek Park Trail.
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## **REGULAR MEETING**

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### **Pledge of Allegiance**

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Announcements and Acknowledgements regarding Town and Council Events and Activities

Discussion of Events/Meetings

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### Public Comment.

The City Council invites citizens to address the City Council on any matter, including items on the agenda, except public hearings that are included on the agenda. Comments related to public hearings will be heard when the specific hearing starts. Citizen comments are limited to three (3) minutes, unless otherwise required by law. To address the Council, please fill out a City Council Appearance Card and submit it to a staff member prior to the Public Comment item on the agenda. The Council is not permitted to take any action or discuss any item not listed on the agenda. The Council may choose to place the item on a future agenda.

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### Consent Agenda:

*All items listed under the Consent Agenda are considered routine by the City Council and will be enacted by one motion with no individual consideration. If individual consideration of an item is requested, it will be pulled from the Consent Agenda and discussed separately.*

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8. Consider Action to Approve the **Minutes for the June 9, 2020 Work Session and Regular Meeting.**
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### Regular Items

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9. Present, Discuss and Consider Action on a **Resolution Approving the Addendum to the Consolidated Public Safety Communications and Dispatch Operations Agreement Transferring Ownership and Operation of the Joint P25 Public Safety Communications System to North Texas Emergency Communications Center (NTECC); Authorizing Additional Acts to Carry Out the Town's Obligations Under this Addendum; and, Authorizing the Execution of the Addendum by the City Manager.**
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10. Present, Discuss, and Consider Action on the **First Reading of an Ordinance of the Town of Addison, Texas Granting to Oncor Electric Delivery Company LLC, Its Successors and Assigns, an Electric Power Franchise .**
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### Adjourn Meeting

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NOTE: The City Council reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551, including §551.071 (private consultation with the attorney for the City); §551.072 (purchase, exchange, lease or value of real property); §551.074 (personnel or to hear complaints against personnel); §551.076 (deployment, or specific occasions for implementation of security personnel or devices); and §551.087 (economic development negotiations). Any decision held on such matters will be taken or conducted in Open Session following the conclusion of the Executive Session.

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Posted: \_\_\_\_\_  
Irma G. Parker, City Secretary  
Date: Thursday, June 18, 2020  
Time: 6:24 pm

**THE TOWN OF ADDISON IS ACCESSIBLE TO PERSONS WITH  
DISABILITIES. PLEASE CALL (972) 450-7090 AT LEAST  
48 HOURS IN ADVANCE IF YOU NEED ASSISTANCE.**



## Work Session and Regular Meeting

4.

Meeting Date: 06/23/2020

Department: City Manager

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### AGENDA CAPTION:

Present and Discuss **Any Action Necessary or New Information Regarding the COVID-19 Pandemic.**

### BACKGROUND:

In December 2019, a novel (new) coronavirus known as SARS-CoV-2 ('the virus') was first detected and subsequently began causing outbreaks of the coronavirus disease COVID-19 that spread globally. The virus is easily transmitted through person to person contact, especially in group settings. As a result, the Federal Government, State of Texas, Dallas County, and the Town of Addison issued a series of declarations and orders to take measures to slow the spread of the virus and protect the ability of public and private health care providers to handle the influx of potential new patients and safeguard public health and safety.

The President of the United States issued a Proclamation Declaring a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) on March 13, 2020. The Texas Governor followed with a State of Disaster Declaration for the State of Texas on March 13, 2020.

Between March 23 and April 21, 2020, a series of orders from the Dallas County Judge were issued pertaining to the closure of nonessential businesses, mask and social distancing requirements, and shelter-in-place orders to prevent the spread of the virus.

On April 23, 2020:

- The Dallas County Judge issued a revised order to be consistent with the Governor's Order, which removed elective surgery language, updates language on religious and worship services, and requires schools to be closed for the remainder of the 2019-2020 school year.

Between April 27, 2020 and May 26, 2020 the Governor of Texas began to issue several Executive Orders to begin safely opening Texas businesses. Executive Order No. GA 18 prompted the strategic reopening of services, which specified retail services that are not "essential services" that could be provided through pickup or delivery. It also allowed the reopening of dine-in restaurant services, for restaurants that operate at up to 25 percent of the total listed occupancy of the

restaurant. Movie theaters, museums, and libraries were also allowed to reopen with similar restrictions. This order was followed by several others targeted at incrementally opening nonessential businesses.

On June 3, 2020:

- The Governor of Texas issued Executive Order GA 26, the third phase of reopening Texas, and provided an updated list of what types of businesses can resume or expand capacity and when. This included bars, restaurants, amusement parks, carnivals, and a special provision for Fourth of July outdoor celebrations.

On June 16, 2020:

- Governor Greg Abbott and Executive Vice Chancellor for Health Affairs of the University of Texas (UT) System John Zerwas, MD, provided an update on Texas' hospital capacity. The Governor noted that despite an uptick in positive cases, there continues to be abundant hospital capacity. He also urged all Texans to continue to do their part to mitigate the spread of COVID-19 and look out for the health of themselves and those around them.

The Town has taken the following actions:

- The closure of all Town facilities for public access has been extended.
- All in-person Addison Athletic Club camps and classes for April and May period have been canceled.
- The Addison Athletic Club reopened to the public on May 18, 2020 with modifications to adhere to State and County orders. Third-party outside exercise programs are being held virtually at the discretion of the vendor.
- The Addison Conference and Theatre Centre (ACTC) will remain closed.
- Special Events: The May Addison After Dark Event, Boots Brews & BBQ, has been canceled.
- Taste Addison has been canceled.
- Parks and Public Works crews are continuing their work to maintain the Town's assets.
- The Town of Addison has taken (and will continue to take) actions to prevent the spread of the virus. Everyone is encouraged to follow Social Distancing recommendations.

For more information on the previous updates from the Town related to the COVID-19 pandemic, please visit the Town's website [www.AddisonTexas.net/covid19](http://www.AddisonTexas.net/covid19).

## **RECOMMENDATION:**

Information only, no action required.

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## **Attachments**

Social Distancing Recommendations

Minimum Standard Health Protocols

State of Texas Executive Order No. GA 26 Effective June 3, 2020

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## **DCHHS Social Distancing Recommendations**

### **1) Vulnerable Populations: Limit Outings**

- Vulnerable populations include people who are:
  - 60 years old and older.
  - People with certain health conditions such as heart disease, lung disease, diabetes, kidney disease and weakened immune systems.
- For vulnerable populations, don't go to gatherings (of 10 people or more) unless it is essential. If you can telecommute, you should. Avoid people who are sick.

### **2) Workplace and Businesses: Minimize Exposure**

- Suspend nonessential employee travel.
- Minimize the number of employees working within arm's length of one another, including minimizing or canceling large in-person meetings and conferences.
- Urge employees to stay home when they are sick and maximize flexibility in sick leave benefits.
- Do not require a doctor's note for employees who are sick.
- Consider use of telecommuting options.
- Some people need to be at work to provide essential services of great benefit to the community. They can take steps in their workplace to minimize risk.

### **3) Large Gatherings: Cancel Non-essential Events**

- Recommend cancelling or postponing large gatherings, such as concerts, sporting events, conventions or large community events.
- Do not attend any events or gatherings if sick.
- For events that aren't cancelled, we recommend:
  - Having hand washing capabilities, hand sanitizers and tissues available.
  - Frequently cleaning high touch surface areas like counter tops and hand rails.
  - Finding ways to create physical space to minimize close contact as much as possible.

### **4) Schools: Safety First**

- Do not have your child attend school if sick.
- If you have a child with chronic health conditions, consult the child's doctor about school attendance.
- Schools should equip all classrooms with hand sanitizers and tissues.
- Recommend rescheduling or cancelling medium to large events that are not essential.
- Explore remote teaching and online options to continue learning.
- Schools should develop a plan for citywide school closures, and families should prepare for potential closures.

### **5) Transit: Cleaning and Protection**

- Increase cleaning of vehicles and high touch surface areas.
- Provide hand washing/hand sanitizers and tissues in stations and on vehicles.

### **6) Health Care Settings: Avoid as possible, protect the vulnerable**

- Long term care facilities should have a COVID-19 plan in accordance with CDC or state guidelines.
- Long term care facilities should screen all staff and visitors for illness and turn away those with symptoms.
- The general public should avoid going to medical settings such as hospitals, nursing homes and long-term care facilities, even if you are not ill.
- If you are ill, call your health care provider ahead of time, and you may be able to be served by phone.
- Do not visit emergency rooms unless it is essential.
- Visitors should not go to long-term care facilities unless absolutely essential.
- Follow guidance and directions of all facilities.

### **7) Everyone: Do your part**

The best way for all Dallas County residents to reduce their risk of getting sick, as with seasonal colds or the flu, still applies to prevent COVID-19:

- Wash hands with soap and water for at least 20 seconds.
- Cough or sneeze into your elbow or a tissue. Throw the tissue in the trash.
- Stay home if you are sick.
- Avoid touching your face.
- Try alternatives to shaking hands, like an elbow bump or wave.
- If you have recently returned from a country, state or region with ongoing COVID-19 infections, monitor your health and follow the instructions of public health officials and CDC guidance.
- There is no recommendation to wear masks at this time to prevent yourself from getting sick.

# MINIMUM STANDARD HEALTH PROTOCOLS



## ☒ CHECKLIST FOR ALL INDIVIDUALS

Page 1 of 1

*In accordance with Governor Abbott's executive order GA-18, the following are the minimum recommended health protocols for all individuals in Texas. These minimum health protocols are not a limit on the health protocols that individuals may adopt. Individuals are encouraged to adopt additional protocols consistent with their specific needs and circumstances to help protect the health and safety of all Texans.*

*The virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Even if an infected person is only mildly ill, the people they spread it to may become seriously ill or even die, especially if that person is 65 or older with pre-existing health conditions that place them at higher risk. Because of the hidden nature of this threat, everyone should rigorously follow the practices specified in these protocols, all of which facilitate a safe and measured reopening of Texas. The virus that causes COVID-19 is still circulating in our communities. We should continue to observe practices that protect everyone, including those who are most vulnerable.*

*Please note, public health guidance cannot anticipate every unique situation. Individuals should stay informed and take actions based on common sense and wise judgment that will protect health and support economic revitalization.*

### Health protocols for individuals:

- ☐ Maintain at least 6 feet separation from other individuals not within the same household. If such distancing is not feasible, other measures such as face covering, hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced.
- ☐ Self-screen before going into a business for any of the following new or worsening signs or symptoms of possible COVID-19:
  - ☐ Cough
  - ☐ Shortness of breath or difficulty breathing
  - ☐ Chills
  - ☐ Repeated shaking with chills
  - ☐ Muscle pain
  - ☐ Headache
  - ☐ Sore throat
  - ☐ Loss of taste or smell
  - ☐ Diarrhea
  - ☐ Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
  - ☐ Known close contact with a person who is lab confirmed to have COVID-19
- ☐ Wash or disinfect hands upon entering a business and after any interaction with employees, other customers, or items in the business.
- ☐ Consistent with the actions taken by many individuals across the state, consider wearing cloth face coverings (over the nose and mouth) when entering a business, or when within 6 feet of another person who is not a member of the individual's household. If available, individuals should consider wearing non-medical grade face masks.

# MINIMUM STANDARD HEALTH PROTOCOLS



## ☒ CHECKLIST FOR ALL EMPLOYERS

Page 1 of 2

*In accordance with Governor Abbott's executive order GA-18, the following are the minimum recommended health protocols for all businesses choosing to operate in Texas. Employers may adopt additional protocols consistent with their specific needs and circumstances to help protect the health and safety of all employees and customers.*

*The virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Even if an infected person is only mildly ill, the people they spread it to may become seriously ill or even die, especially if that person is 65 or older with pre-existing health conditions that place them at higher risk. Because of the hidden nature of this threat, everyone should rigorously follow the practices specified in these protocols, all of which facilitate a safe and measured reopening of Texas. The virus that causes COVID-19 is still circulating in our communities. We should continue to observe practices that protect everyone, including those who are most vulnerable.*

*Please note, public health guidance cannot anticipate every unique situation. Employers should stay informed and take actions based on common sense and wise judgment that will protect health and support economic revitalization. Employers should also be mindful of federal and state employment laws and workplace safety standards.*

### Health protocols for your employees:

- ☐ Train all employees on appropriate cleaning and disinfection, hand hygiene, and respiratory etiquette.
- ☐ Screen employees before coming into the business:
  - ☐ Send home any employee who has any of the following new or worsening signs or symptoms of possible COVID-19:

– Cough	– Sore throat
– Shortness of breath or difficulty breathing	– Loss of taste or smell
– Chills	– Diarrhea
– Repeated shaking with chills	– Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
– Muscle pain	– Known close contact with a person who is lab confirmed to have COVID-19
– Headache	
  - ☐ Do not allow employees with the new or worsening signs or symptoms listed above to return to work until:
    - In the case of an employee who was diagnosed with COVID-19, the individual may return to work when all three of the following criteria are met: at least 3 days (72 hours) have passed



## ALL EMPLOYERS: Page 2 of 2

*since recovery* (resolution of fever without the use of fever-reducing medications); and the individual has improvement in respiratory symptoms (e.g., cough, shortness of breath); and at least 7 days have passed *since symptoms first appeared*; or

- In the case of an employee who has symptoms that could be COVID-19 and does not get evaluated by a medical professional or tested for COVID-19, the individual is assumed to have COVID-19, and the individual may not return to work until the individual has completed the same three-step criteria listed above; or
- If the employee has symptoms that could be COVID-19 and wants to return to work before completing the above self-isolation period, the individual must obtain a medical professional's note clearing the individual for return based on an alternative diagnosis.

- ☐ Do not allow an employee with known close contact to a person who is lab-confirmed to have COVID-19 to return to work until the end of the 14 day self-quarantine period from the last date of exposure (with an exception granted for healthcare workers and critical infrastructure workers).
- ☐ Have employees wash or sanitize their hands upon entering the business.
- ☐ Have employees maintain at least 6 feet separation from other individuals. If such distancing is not feasible, other measures such as face covering, hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced.
- ☐ If an employer provides a meal for employees, employers are recommended to have the meal individually packed for each employee.
- ☐ Consistent with the actions taken by many employers across the state, consider having all employees wear cloth face coverings (over the nose and mouth). If available, employees should consider wearing non-medical grade face masks.

### Health protocols for your facilities:

- ☐ Regularly and frequently clean and disinfect any regularly touched surfaces, such as doorknobs, tables, chairs, and restrooms.
- ☐ Disinfect any items that come into contact with customers.
- ☐ Make hand sanitizer, disinfecting wipes, soap and water, or similar disinfectant readily available to employees and customers.
- ☐ Place readily visible signage at the business to remind everyone of best hygiene practices.



# MINIMUM STANDARD HEALTH PROTOCOLS



## ☒ CHECKLIST FOR RETAILERS

Page 1 of 3

***As outlined in Governor Abbott's executive order GA-18, non-essential retailers may operate up to 25% of the total listed occupancy. In addition, non-essential retailers may operate through pickup, delivery by mail, or delivery to the customer's doorstep. Shopping malls may operate at up to 25% of the total listed occupancy of the shopping mall, but shopping mall food court dining areas, play areas, and interactive displays and settings must remain closed.***

*In accordance with Governor Abbott's executive order GA-18, the following are the minimum recommended health protocols for all retailers choosing to operate in Texas. Retailers may adopt additional protocols consistent with their specific needs and circumstances to help protect the health and safety of all employees and customers.*

*The virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Even if an infected person is only mildly ill, the people they spread it to may become seriously ill or even die, especially if that person is 65 or older with pre-existing health conditions that place them at higher risk. Because of the hidden nature of this threat, everyone should rigorously follow the practices specified in these protocols, all of which facilitate a safe and measured reopening of Texas. The virus that causes COVID-19 is still circulating in our communities. We should continue to observe practices that protect everyone, including those who are most vulnerable.*

*Please note, public health guidance cannot anticipate every unique situation. Retailers should stay informed and take actions based on common sense and wise judgment that will protect health and support economic revitalization. Retailers should also be mindful of federal and state employment laws and workplace safety standards.*

### Health protocols for serving your customers:

- ☐ Retailers are encouraged to consider dedicating a certain period of time each day for only at-risk customers<sup>1</sup> or deliver purchased goods to vehicles to reduce the need for at-risk customers to enter the store.
- ☐ If practical, monitor what items customers touch to clean or disinfect when the customer leaves the retail establishment.
- ☐ Contactless payment is encouraged. Where not available, contact should be minimized.

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<sup>1</sup> At-risk customers are those who are 65 or older, especially those with chronic lung disease; moderate to severe asthma; chronic heart disease; severe obesity; diabetes; chronic kidney disease undergoing dialysis; liver disease; or weakened immune system

# MINIMUM STANDARD HEALTH PROTOCOLS



## RETAILERS: Page 2 of 3

### Health protocols for your retail employees:

- ☐ Train all employees on appropriate cleaning and disinfection, hand hygiene, and respiratory etiquette.
- ☐ Screen employees before coming into the retailer:
  - ☐ Send home any employee who has any of the following new or worsening signs or symptoms of possible COVID-19:
    - Cough
    - Shortness of breath or difficulty breathing
    - Chills
    - Repeated shaking with chills
    - Muscle pain
    - Headache
    - Sore throat
    - Loss of taste or smell
    - Diarrhea
    - Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
    - Known close contact with a person who is lab confirmed to have COVID-19
- ☐ Do not allow employees with the new or worsening signs or symptoms listed above to return to work until:
  - In the case of an employee who was diagnosed with COVID-19, the individual may return to work when all three of the following criteria are met: at least 3 days (72 hours) have passed *since recovery* (resolution of fever without the use of fever-reducing medications); and the individual has improvement in respiratory symptoms (e.g., cough, shortness of breath); and at least 7 days have passed *since symptoms first appeared*; or
  - In the case of an employee who has symptoms that could be COVID-19 and does not get evaluated by a medical professional or tested for COVID-19, the individual is assumed to have COVID-19, and the individual may not return to work until the individual has completed the same three-step criteria listed above; or
  - If the employee has symptoms that could be COVID-19 and wants to return to work before completing the above self-isolation period, the individual must obtain a medical professional's note clearing the individual for return based on an alternative diagnosis.
- ☐ Do not allow an employee with known close contact to a person who is lab-confirmed to have COVID-19 to return to work until the end of the 14 day self-quarantine period from the last date of exposure (with an exception granted for healthcare workers and critical infrastructure workers).
- ☐ Have employees wash or sanitize their hands upon entering the retailer.

# MINIMUM STANDARD HEALTH PROTOCOLS



## RETAILERS: Page 3 of 3

- ☐ Have employees maintain at least 6 feet separation from other individuals. If such distancing is not feasible, other measures such as face covering, hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced.
- ☐ If an employer provides a meal for employees, employers are recommended to have the meal individually packed for each employee.
- ☐ Consistent with the actions taken by many retailers across the state, consider having all employees wear cloth face coverings (over the nose and mouth). If available, employees should consider wearing non-medical grade face masks.

### Health protocols for your retail facilities:

- ☐ Regularly and frequently clean and disinfect any regularly touched surfaces, such as doorknobs, tables, chairs, and restrooms.
- ☐ Disinfect any items that come into contact with customers.
- ☐ Make hand sanitizer, disinfecting wipes, soap and water, or similar disinfectant readily available to employees and customers.
- ☐ Place readily visible signage at the retailer to remind everyone of best hygiene practices.

# MINIMUM STANDARD HEALTH PROTOCOLS



## ☒ CHECKLIST FOR RETAIL CUSTOMERS

Page 1 of 1

*In accordance with Governor Abbott's executive order GA-18, the following are the minimum recommended health protocols for all retail customers. These protocols are not a limit on the health protocols that individuals may adopt. Individuals are encouraged to adopt additional protocols consistent with their specific needs and circumstances to help protect the health and safety of all Texans.*

*The virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Even if an infected person is only mildly ill, the people they spread it to may become seriously ill or even die, especially if that person is 65 or older with pre-existing health conditions that place them at higher risk. Because of the hidden nature of this threat, everyone should rigorously follow the practices specified in these protocols, all of which facilitate a safe and measured reopening of Texas. The virus that causes COVID-19 is still circulating in our communities. We should continue to observe practices that protect everyone, including those who are most vulnerable.*

*Please note, public health guidance cannot anticipate every unique situation. Individuals should stay informed and take actions based on common sense and wise judgment that will protect health and support economic revitalization.*

### Health protocols for retail customers:

- ☐ Self-screen before going into a retailer for any of the following, and do not go into a retailer with any of the following symptoms:
  - ☐ Cough
  - ☐ Shortness of breath or difficulty breathing
  - ☐ Chills
  - ☐ Repeated shaking with chills
  - ☐ Muscle pain
  - ☐ Headache
  - ☐ Sore throat
  - ☐ Loss of taste or smell
  - ☐ Diarrhea
  - ☐ Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
  - ☐ Known close contact with a person who is lab confirmed to have COVID-19
- ☐ Wash or disinfect hands upon entering a retailer and after any interaction with employees, other customers, or items in the retailer.
- ☐ Maintain at least 6 feet separation from other individuals not within the same household. If such distancing is not feasible, other measures such as face covering, hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced.
- ☐ Wash or sanitize hands after the payment process.
- ☐ Consistent with the actions taken by many individuals across the state, consider wearing cloth face coverings (over the nose and mouth) when entering a retailer, or when within 6 feet of another person who is not a member of the individual's household. If available, individuals should consider wearing non-medical grade face masks.

# MINIMUM STANDARD HEALTH PROTOCOLS



## ☒ CHECKLIST FOR RESTAURANTS

Page 1 of 3

***As outlined in Governor Abbott's executive order GA-18, restaurants may operate for dine-in service up to 25% of the total listed occupancy of the restaurant, and may not offer valet services except for vehicles with placards or plates for disabled parking. As used in executive order GA-18, this applies only to restaurants that are not required to post the 51% sign required by the Texas Alcoholic Beverage Commission. Restaurants may continue to provide to-go or delivery services.***

*In accordance with Governor Abbott's executive order GA-18, the following are the minimum recommended health protocols for all restaurants choosing to operate in Texas. Restaurants may adopt additional protocols consistent with their specific needs and circumstances to help protect the health and safety of all employees and customers.*

*The virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Even if an infected person is only mildly ill, the people they spread it to may become seriously ill or even die, especially if that person is 65 or older with pre-existing health conditions that place them at higher risk. Because of the hidden nature of this threat, everyone should rigorously follow the practices specified in these protocols, all of which facilitate a safe and measured reopening of Texas. The virus that causes COVID-19 is still circulating in our communities. We should continue to observe practices that protect everyone, including those who are most vulnerable.*

*Please note, public health guidance cannot anticipate every unique situation. Restaurants should stay informed and take actions based on common sense and wise judgment that will protect health and support economic revitalization. Restaurants should also be mindful of federal and state employment laws and workplace safety standards.*

### Health protocols for serving your customers:

- ☐ Parties maintain at least 6 feet distance apart from other parties at all times, including while waiting to be seated in the restaurant.
- ☐ Make a hand sanitizing station available upon entry to the restaurant.
- ☐ No tables of more than 6 people.
- ☐ Dining:
  - ☐ Do not leave condiments, silverware, flatware, glassware, or other traditional table top items on an unoccupied table
  - ☐ Provide condiments only upon request, and in single use (non-reusable) portions.
  - ☐ Use disposable menus (new for each patron)
  - ☐ If a buffet is offered, restaurant employees serve the food to customers.
- ☐ Contactless payment is encouraged. Where not available, contact should be minimized.

# MINIMUM STANDARD HEALTH PROTOCOLS



## RESTAURANTS: Page 2 of 3

### Health protocols for your employees:

- ☐ Train all employees on appropriate cleaning and disinfection, hand hygiene, and respiratory etiquette.
- ☐ Screen employees before coming into the restaurant:
  - ☐ Send home any employee who has any of the following new or worsening signs or symptoms of possible COVID-19:

– Cough	– Sore throat
– Shortness of breath or difficulty breathing	– Loss of taste or smell
– Chills	– Diarrhea
– Repeated shaking with chills	– Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
– Muscle pain	– Known close contact with a person who is lab confirmed to have COVID-19
– Headache	
  - ☐ Do not allow employees with the new or worsening signs or symptoms listed above to return to work until:
    - In the case of an employee who was diagnosed with COVID-19, the individual may return to work when all three of the following criteria are met: at least 3 days (72 hours) have passed *since recovery* (resolution of fever without the use of fever-reducing medications); and the individual has improvement in respiratory symptoms (e.g., cough, shortness of breath); and at least 7 days have passed *since symptoms first appeared*; or
    - In the case of an employee who has symptoms that could be COVID-19 and does not get evaluated by a medical professional or tested for COVID-19, the individual is assumed to have COVID-19, and the individual may not return to work until the individual has completed the same three-step criteria listed above; or
    - If the employee has symptoms that could be COVID-19 and wants to return to work before completing the above self-isolation period, the individual must obtain a medical professional's note clearing the individual for return based on an alternative diagnosis.
  - ☐ Do not allow an employee with known close contact to a person who is lab-confirmed to have COVID-19 to return to work until the end of the 14 day self-quarantine period from the last date of exposure (with an exception granted for healthcare workers and critical infrastructure workers).
- ☐ Have employees wash or sanitize their hands upon entering the restaurant, and between interactions with customers.



## RESTAURANTS: Page 3 of 3

- ☐ Have employees maintain at least 6 feet separation from other individuals. If such distancing is not feasible, measures such as face covering, hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced
- ☐ Consistent with the actions taken by many restaurants across the state, consider having all employees wear cloth face coverings (over the nose and mouth). If available, employees should consider wearing non-medical grade face masks.

### Health protocols for your facilities:

- ☐ Consider having an employee manage and control access to the restaurant, including opening doors to prevent patrons from touching door handles.
- ☐ Regularly and frequently clean and disinfect any regularly touched surfaces, such as doorknobs, tables, and chairs.
- ☐ Regularly and frequently clean restrooms, and document the cleanings.
- ☐ Disinfect any items that come into contact with customers.
- ☐ Make hand sanitizer, disinfecting wipes, soap and water, or similar disinfectant readily available to employees and customers.
- ☐ Place readily visible signage at the restaurant to remind everyone of best hygiene practices.
- ☐ Clean and disinfect the area used for dining (table, etc.) after each group of customers depart, including the disinfecting of tables, chairs, stalls, and countertops.
- ☐ Clean and sanitize restaurants daily.



# MINIMUM STANDARD HEALTH PROTOCOLS



## ☒ CHECKLIST FOR RESTAURANT CUSTOMERS

Page 1 of 1

*In accordance with Governor Abbott's executive order GA-18, the following are the minimum recommended health protocols for all restaurant customers in Texas. These minimum health protocols are not a limit on the health protocols that individuals may adopt. Individuals are encouraged to adopt additional protocols consistent with their specific needs and circumstances to help protect the health and safety of all Texans.*

*The virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Even if an infected person is only mildly ill, the people they spread it to may become seriously ill or even die, especially if that person is 65 or older with pre-existing health conditions that place them at higher risk. Because of the hidden nature of this threat, everyone should rigorously follow the practices specified in these protocols, all of which facilitate a safe and measured reopening of Texas. The virus that causes COVID-19 is still circulating in our communities. We should continue to observe practices that protect everyone, including those who are most vulnerable.*

*Please note, public health guidance cannot anticipate every unique situation. Individuals should stay informed and take actions based on common sense and wise judgment that will protect health and support economic revitalization.*

### Health protocols for restaurant customers:

- ☐ Maintain at least 6 feet separation from other individuals not within the same party. If such distancing is not feasible, other measures such as face covering when not sitting at the table, hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced.
- ☐ Self-screen before going into a restaurant for any of the following new or worsening signs or symptoms of possible COVID-19:
  - ☐ Cough
  - ☐ Shortness of breath or difficulty breathing
  - ☐ Chills
  - ☐ Repeated shaking with chills
  - ☐ Muscle pain
  - ☐ Headache
  - ☐ Sore throat
  - ☐ Loss of taste or smell
  - ☐ Diarrhea
  - ☐ Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
  - ☐ Known close contact with a person who is lab confirmed to have COVID-19
- ☐ Wash or disinfect hands upon entering a restaurant and after any interaction with employees, other customers, or items in the restaurant.
- ☐ No tables of more than 6 people.
- ☐ Customers should wash or sanitize their hands after the payment process.
- ☐ Consistent with the actions taken by many individuals across the state, consider wearing cloth face coverings (over the nose and mouth) when not at the table, or when within 6 feet of another person who is not a member of the individual's household. If available, individuals should consider wearing non-medical grade face masks.



# MINIMUM STANDARD HEALTH PROTOCOLS



## ☒ CHECKLIST FOR MOVIE THEATERS

Page 1 of 3

***As outlined in Governor Abbott's executive order GA-18, movie theaters may operate up to 25% of the total listed occupancy of any individual theater for any screening.***

*In accordance with Governor Abbott's executive order GA-18, the following are the minimum recommended health protocols for all movie theaters choosing to operate in Texas. Movie theaters may adopt additional protocols consistent with their specific needs and circumstances to help protect the health and safety of all employees and customers.*

*The virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Even if an infected person is only mildly ill, the people they spread it to may become seriously ill or even die, especially if that person is 65 or older with pre-existing health conditions that place them at higher risk. Because of the hidden nature of this threat, everyone should rigorously follow the practices specified in these protocols, all of which facilitate a safe and measured reopening of Texas. The virus that causes COVID-19 is still circulating in our communities. We should continue to observe practices that protect everyone, including those who are most vulnerable.*

*Please note, public health guidance cannot anticipate every unique situation. Movie theaters should stay informed and take actions based on common sense and wise judgment that will protect health and support economic revitalization. Movie theaters should also be mindful of federal and state employment laws and workplace safety standards.*

### Health protocols for serving your customers:

- ☐ Movie theaters are encouraged to utilize remote ticketing options to help manage capacity limitations.
- ☐ Ensure proper spacing between patrons in the movie theater:
  - ☐ Keep at least two empty seats (or six feet separation) between parties in any row, except as follows:
    - Two or more members of the same household can sit adjacent to one another, with two seats (or six feet separation) empty on either side.
    - Two individuals who are not members of the same household but who are attending together can sit adjacent to one another, with two seats (or six feet separation) empty on either side.
  - ☐ Alternate rows between customers (every other row left empty).
  - ☐ Disinfect seats and frequently touched areas between screenings.
- ☐ For movie theaters providing food service to patrons:
  - ☐ Do not leave condiments, silverware, flatware, glassware, or other traditional table top items on an unoccupied table.

# MINIMUM STANDARD HEALTH PROTOCOLS



## MOVIE THEATERS: Page 2 of 3

- ☐ Provide condiments only upon request, and in single use (non-reusable) portions.
- ☐ Clean and disinfect the area used for dining (table, etc.) after each group of customers depart the theater.
- ☐ Use disposable menus (new for each patron).
- ☐ If the theater allows customers to write down their food orders inside the theater, provide take-home pencils and notepads that cannot be used by other customers.
- ☐ Have wait staff sanitize or wash hands between interactions with customers.
- ☐ Movie theaters with counter food service for patrons:
  - ☐ Provide condiments or flatware only in single use, individually-wrapped items, and provide condiments only upon request.
  - ☐ Have employees follow proper food-handling protocols.
  - ☐ Disinfect any items that come into contact with customers.
- ☐ Contactless payment is encouraged. Where not available, contact should be minimized.

### Health protocols for your theater employees:

- ☐ Train all employees on appropriate cleaning and disinfection, hand hygiene, and respiratory etiquette.
- ☐ Screen employees before coming into the movie theater:
  - ☐ Send home any employee who has any of the following new or worsening signs or symptoms of possible COVID-19:

– Cough	– Sore throat
– Shortness of breath or difficulty breathing	– Loss of taste or smell
– Chills	– Diarrhea
– Repeated shaking with chills	– Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
– Muscle pain	– Known close contact with a person who is lab confirmed to have COVID-19
– Headache	
  - ☐ Do not allow employees with the new or worsening signs or symptoms listed above to return to work until:
    - In the case of an employee who was diagnosed with COVID-19, the individual may return to work when all three of the following criteria are met: at least 3 days (72 hours) have passed



## MOVIE THEATERS: Page 3 of 3

*since recovery* (resolution of fever without the use of fever-reducing medications); and the individual has improvement in respiratory symptoms (e.g., cough, shortness of breath); and at least 7 days have passed *since symptoms first appeared*; or

- In the case of an employee who has symptoms that could be COVID-19 and does not get evaluated by a medical professional or tested for COVID-19, the individual is assumed to have COVID-19, and the individual may not return to work until the individual has completed the same three-step criteria listed above; or
- If the employee has symptoms that could be COVID-19 and wants to return to work before completing the above self-isolation period, the individual must obtain a medical professional's note clearing the individual for return based on an alternative diagnosis.

- ☐ Do not allow an employee with known close contact to a person who is lab-confirmed to have COVID-19 to return to work until the end of the 14 day self-quarantine period from the last date of exposure (with an exception granted for healthcare workers and critical infrastructure workers).
- ☐ Have employees wash or sanitize their hands upon entering the movie theater, and between interactions with customers.
- ☐ Have employees maintain at least 6 feet separation from other individuals. If such distancing is not feasible, other measures such as face covering, hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced.
- ☐ If an employer provides a meal for employees, employers are recommended to have the meal individually packed for each employee.
- ☐ Consistent with the actions taken by many businesses across the state, consider having all employees wear cloth face coverings (over the nose and mouth). If available, employees should consider wearing non-medical grade face masks.

### Health protocols for your theater facilities:

- ☐ Regularly and frequently clean and disinfect any regularly touched surfaces, such as doorknobs, tables, chairs, and restrooms.
- ☐ Disinfect any items that come into contact with customers.
- ☐ Make hand sanitizer, disinfecting wipes, soap and water, or similar disinfectant readily available to employees and customers.
- ☐ Place readily visible signage at the movie theater to remind everyone of best hygiene practices.
- ☐ Clean and disinfect the area used for dining (table, etc.) after each group of customers depart, including the disinfecting of tables, chairs, stalls, and countertops.

# MINIMUM STANDARD HEALTH PROTOCOLS



## ☒ CHECKLIST FOR MOVIE THEATER CUSTOMERS

Page 1 of 1

*In accordance with Governor Abbott's executive order GA-18, the following are the minimum recommended health protocols for all movie theater customers. These minimum health protocols are not a limit on the health protocols that individuals may adopt. Individuals are encouraged to adopt additional protocols consistent with their specific needs and circumstances to help protect the health and safety of all Texans.*

*The virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Even if an infected person is only mildly ill, the people they spread it to may become seriously ill or even die, especially if that person is 65 or older with pre-existing health conditions that place them at higher risk. Because of the hidden nature of this threat, everyone should rigorously follow the practices specified in these protocols, all of which facilitate a safe and measured reopening of Texas. The virus that causes COVID-19 is still circulating in our communities. We should continue to observe practices that protect everyone, including those who are most vulnerable.*

*Please note, public health guidance cannot anticipate every unique situation. Individuals should stay informed and take actions based on common sense and wise judgment that will protect health and support economic revitalization.*

### Health protocols for theater customers:

- ☐ Maintain at least 6 feet separation from other individuals who are not attending the movie together. If such distancing is not feasible, other measures such as face covering, hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced.
- ☐ Self-screen before going into a movie theater for any of the following new or worsening signs or symptoms of possible COVID-19:
  - ☐ Cough
  - ☐ Shortness of breath or difficulty breathing
  - ☐ Chills
  - ☐ Repeated shaking with chills
  - ☐ Muscle pain
  - ☐ Headache
  - ☐ Sore throat
  - ☐ Loss of taste or smell
  - ☐ Diarrhea
  - ☐ Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
  - ☐ Known close contact with a person who is lab confirmed to have COVID-19
- ☐ Wash or disinfect hands upon entering a movie theater and after any interaction with employees, other customers, or items in the movie theater.
- ☐ Consistent with the actions taken by many individuals across the state, consider wearing cloth face coverings (over the nose and mouth) when entering a movie theater, or when within 6 feet of another person who is not a member of the individual's household. If available, individuals should consider wearing non-medical grade face masks.
- ☐ Wash or sanitize hands after the payment process.

# MINIMUM STANDARD HEALTH PROTOCOLS



## ☒ CHECKLIST FOR MUSEUMS AND LIBRARIES

Page 1 of 2

***As outlined in Governor Abbott's executive order GA-18, museums and libraries may operate up to 25% of the total listed occupancy, and must close any components of the museum or library that have interactive functions or exhibits, including child play areas. Local public museums and libraries may operate only if permitted by the local government.***

*In accordance with Governor Abbott's executive order GA-18, the following are the minimum recommended health protocols for all museums and libraries choosing to operate in Texas. Museums and libraries may adopt additional protocols consistent with their specific needs and circumstances to help protect the health and safety of all employees and customers.*

*The virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Even if an infected person is only mildly ill, the people they spread it to may become seriously ill or even die, especially if that person is 65 or older with pre-existing health conditions that place them at higher risk. Because of the hidden nature of this threat, everyone should rigorously follow the practices specified in these protocols, all of which facilitate a safe and measured reopening of Texas. The virus that causes COVID-19 is still circulating in our communities. We should continue to observe practices that protect everyone, including those who are most vulnerable.*

*Please note, public health guidance cannot anticipate every unique situation. Museums and libraries should stay informed and take actions based on common sense and wise judgment that will protect health and support economic revitalization. Museums and libraries should also be mindful of federal and state employment laws and workplace safety standards.*

### Health protocols for your employees:

- ☐ Train all employees on appropriate cleaning and disinfection, hand hygiene, and respiratory etiquette.
- ☐ Screen employees before coming into the museum or library:
  - ☐ Send home any employee who has any of the following new or worsening signs or symptoms of possible COVID-19:

– Cough	– Sore throat
– Shortness of breath or difficulty breathing	– Loss of taste or smell
– Chills	– Diarrhea
– Repeated shaking with chills	– Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
– Muscle pain	– Known close contact with a person who is lab confirmed to have COVID-19
– Headache	
  - ☐ Do not allow employees with the new or worsening signs or symptoms listed above to return to work until:
    - In the case of an employee who was diagnosed with COVID-19, the individual may return to



## MUSEUMS AND LIBRARIES: Page 2 of 2

work when all three of the following criteria are met: at least 3 days (72 hours) have passed *since recovery* (resolution of fever without the use of fever-reducing medications); and the individual has improvement in respiratory symptoms (e.g., cough, shortness of breath); and at least 7 days have passed *since symptoms first appeared*; or

- In the case of an employee who has symptoms that could be COVID-19 and does not get evaluated by a medical professional or tested for COVID-19, the individual is assumed to have COVID-19, and the individual may not return to work until the individual has completed the same three-step criteria listed above; or
- If the employee has symptoms that could be COVID-19 and wants to return to work before completing the above self-isolation period, the individual must obtain a medical professional's note clearing the individual for return based on an alternative diagnosis.

☐ Do not allow an employee with known close contact to a person who is lab-confirmed to have COVID-19 to return to work until the end of the 14 day self-quarantine period from the last date of exposure (with an exception granted for healthcare workers and critical infrastructure workers).

☐ Have employees wash or sanitize their hands upon entering the museum or library, and between interactions with visitors.

☐ Have employees maintain at least 6 feet separation from other individuals. If such distancing is not feasible, measures such as face covering, hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced

☐ If an employer provides a meal for employees, employers are recommended to have the meal individually packed for each employee.

☐ Consistent with the actions taken by many businesses across the state, consider having all employees wear cloth face coverings (over the nose and mouth). If available, employees should consider wearing non-medical grade face masks.

### Health protocols for your facilities:

☐ Regularly and frequently clean and disinfect any regularly touched surfaces, such as doorknobs, tables, chairs, and restrooms.

☐ Disinfect any items that come into contact with visitors.

☐ Make hand sanitizer, disinfecting wipes, soap and water, or similar disinfectant readily available to employees and visitors.

☐ Place readily visible signage at the facility to remind everyone of best hygiene practices.



# MINIMUM STANDARD HEALTH PROTOCOLS



## ☒ CHECKLIST FOR ALL MUSEUM AND LIBRARY VISITORS Page 1 of 1

*In accordance with Governor Abbott's executive order GA-18, the following are the minimum recommended health protocols for all museum and library visitors in Texas. These minimum health protocols are not a limit on the health protocols that individuals may adopt. Individuals are encouraged to adopt additional protocols consistent with their specific needs and circumstances to help protect the health and safety of all Texans.*

*The virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Even if an infected person is only mildly ill, the people they spread it to may become seriously ill or even die, especially if that person is 65 or older with pre-existing health conditions that place them at higher risk. Because of the hidden nature of this threat, everyone should rigorously follow the practices specified in these protocols, all of which facilitate a safe and measured reopening of Texas. The virus that causes COVID-19 is still circulating in our communities. We should continue to observe practices that protect everyone, including those who are most vulnerable.*

*Please note, public health guidance cannot anticipate every unique situation. Individuals should stay informed and take actions based on common sense and wise judgment that will protect health and support economic revitalization.*

### Health protocols for museum and library visitors:

- ☐ Maintain at least 6 feet separation from other individuals not attending the museum or library together. If such distancing is not feasible, other measures such as face covering, hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced.
- ☐ Self-screen before going into a museum or library for any of the following, new or worsening signs or symptoms of possible COVID-19:
  - ☐ Cough
  - ☐ Shortness of breath or difficulty breathing
  - ☐ Chills
  - ☐ Repeated shaking with chills
  - ☐ Muscle pain
  - ☐ Headache
  - ☐ Sore throat
  - ☐ Loss of taste or smell
  - ☐ Diarrhea
  - ☐ Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit.
  - ☐ Known close contact with a person who is lab confirmed to have COVID-19
- ☐ Wash or disinfect hands upon entering a museum or library and after any interaction with employees, other visitors, or items in the museum or library.
- ☐ Consistent with the actions taken by many individuals across the state, consider wearing cloth face coverings (over the nose and mouth) when entering a museum or library, or when within 6 feet of another person who is not a member of the individual's household. If available, individuals should consider wearing non-medical grade face masks.

# MINIMUM STANDARD HEALTH PROTOCOLS



## ☒ CHECKLIST FOR OUTDOOR SPORTS PARTICIPANTS

Page 1 of 1

***As outlined in Governor Abbott's executive order GA-18, individuals may engage in outdoor sports, provided that the sports do not include contact with other participants, and no more than four participants play the sport at any time. Please note, under executive order GA-18, individuals shall avoid public swimming pools.***

*In accordance with Governor Abbott's executive order GA-18, the following are the minimum recommended health protocols for all individuals engaging in outdoor sports in Texas. These minimum health protocols are not a limit on the health protocols that individuals may adopt. Individuals are encouraged to adopt additional protocols consistent with their specific needs and circumstances to help protect the health and safety of all Texans.*

*The virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Even if an infected person is only mildly ill, the people they spread it to may become seriously ill or even die, especially if that person is 65 or older with pre-existing health conditions that place them at higher risk. Because of the hidden nature of this threat, everyone should rigorously follow the practices specified in these protocols, all of which facilitate a safe and measured reopening of Texas. The virus that causes COVID-19 is still circulating in our communities. We should continue to observe practices that protect everyone, including those who are most vulnerable.*

*Please note, public health guidance cannot anticipate every unique situation. Individuals should stay informed and take actions based on common sense and wise judgment that will protect health and support economic revitalization.*

### Health protocols for outdoor sports participants:

- ☐ Self-screen before playing in an outdoor sport for any of the following, new or worsening signs or symptoms of possible COVID-19:
  - ☐ Cough
  - ☐ Shortness of breath or difficulty breathing
  - ☐ Chills
  - ☐ Repeated shaking with chills
  - ☐ Muscle pain
  - ☐ Headache
  - ☐ Sore throat
  - ☐ Loss of taste or smell
  - ☐ Diarrhea
  - ☐ Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
  - ☐ Known close contact with a person who is lab confirmed to have COVID-19
- ☐ Special consideration for golf courses:
  - ☐ Clean and sanitize golf carts and push carts between uses.
  - ☐ Except for members of the same household, no more than one individual per golf cart.
  - ☐ Clean and disinfect driving range golf balls between use.
  - ☐ Ensure separation of at least 6 feet between golfers on the driving range.





## CHECKLIST FOR CHURCHES/PLACES OF WORSHIP

Page 1 of 3

*The Office of the Attorney General and the Office of the Governor have been providing joint guidance regarding the effect of executive orders on religious services conducted in churches, congregations, and places of worship. Below is an excerpt from the joint guidance for executive order GA-18, issued on April 27, 2020. The same minimum standard health protocols would apply to funeral services, burials, and memorials.*

*In accordance with Governor Abbott's executive order GA-18, the following are the minimum recommended health protocols for all churches, congregations, and places of worship in Texas. Churches, congregations, and places of worship may adopt additional protocols consistent with their specific needs and circumstances to help protect the health and safety of all Texans. The same minimum standard health protocols would apply to funeral services, burials, and memorials.*

*We know now that the virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Even if an infected person is only mildly ill, the people they spread it to may become seriously ill or even die, especially if that person is 65 or older with pre-existing health conditions that place them at higher risk. Because of the hidden nature of this threat, everyone should rigorously follow the practices specified in these protocols, all of which facilitate a safe and measured reopening of Texas. The virus that causes COVID-19 is still circulating in our communities. We should continue to observe practices that protect everyone, including those who are most vulnerable.*

*Please note, public health guidance cannot anticipate every unique situation. Churches, congregations, and places of worship should stay informed and take actions based on common sense and wise judgment that will protect health and support economic revitalization. Churches, congregations, and places of worship should also be mindful of federal and state employment laws and workplace safety standards.*

### Health protocols for serving your attendees:

- ☐ Strongly encourage the at-risk population<sup>2</sup> to watch or participate in the service remotely.
- ☐ Designate an area inside the facility reserved for the at-risk population, or offer a service for at-risk population attendees only.
- ☐ Ensure proper spacing between attendees:
  - ☐ Keep at least two empty seats (or six feet separation) between parties in any row, except as follows:
    - Two or more members of the same household can sit adjacent to one another, with two seats (or six feet separation) empty on either side.

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<sup>2</sup> At-risk population are those who are 65 or older, especially those with chronic lung disease; moderate to severe asthma; chronic heart disease; severe obesity; diabetes; chronic kidney disease undergoing dialysis; liver disease; or weakened immune system



## CHURCHES/PLACES OF WORSHIP: Page 2 of 3

- Two individuals who are not members of the same household but who are attending together can sit adjacent to one another, with two seats (or six feet separation) empty on either side.
- ☐ Alternate rows between attendees (every other row left empty).

### Health protocols for your employees and volunteers:

- ☐ Train all employees and volunteers on appropriate cleaning and disinfection, hand hygiene, and respiratory etiquette.
- ☐ Screen employees and volunteers before coming into the church, congregation, or place of worship:
  - ☐ Send home any employee or volunteer who has any of the following new or worsening signs or symptoms of possible COVID-19:

– Cough	– Sore throat
– Shortness of breath or difficulty breathing	– Loss of taste or smell
– Chills	– Diarrhea
– Repeated shaking with chills	– Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
– Muscle pain	– Known close contact with a person who is lab confirmed to have COVID-19
– Headache	
  - ☐ Do not allow employees or volunteers with the new or worsening signs or symptoms listed above to return to work until:
    - In the case of an employee or volunteer who was diagnosed with COVID-19, the individual may return to work when all three of the following criteria are met: at least 3 days (72 hours) have passed *since recovery* (resolution of fever without the use of fever-reducing medications); and the individual has improvement in respiratory symptoms (e.g., cough, shortness of breath); and at least 7 days have passed *since symptoms first appeared*; or
    - In the case of an employee or volunteer who has symptoms that could be COVID-19 and does not get evaluated by a medical professional or tested for COVID-19, the individual is assumed to have COVID-19, and the individual may not return to work until the individual has completed the same three-step criteria listed above; or
    - If the employee or volunteer has symptoms that could be COVID-19 and wants to return to work before completing the above self-isolation period, the individual must obtain a medical professional's note clearing the individual for return based on an alternative diagnosis.



## CHURCHES/PLACES OF WORSHIP: Page 3 of 3

- ☐ Do not allow an employee or volunteer with known close contact to a person who is lab-confirmed to have COVID-19 to return to work until the end of the 14 day self-quarantine period from the last date of exposure (with an exception granted for healthcare workers and critical infrastructure workers).
- ☐ Have employees or volunteers wash or sanitize their hands upon entering.
- ☐ Have employees or volunteers maintain at least 6 feet separation from other individuals. If such distancing is not feasible, then other measures including face covering, hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced.
- ☐ Consistent with the actions taken by many churches, congregations, and places of worship across the state, consider having employees, volunteers, and attendees wear cloth face coverings (over the nose and mouth). If available, they should consider wearing non-medical grade face masks.

### Health protocols for your facilities:

- ☐ Regularly and frequently clean and disinfect any regularly touched surfaces, such as doorknobs, tables, chairs, and restrooms.
- ☐ Disinfect seats between services.
- ☐ Disinfect any items that come into contact with attendees.
- ☐ Make hand sanitizer, disinfecting wipes, soap and water, or similar disinfectant readily available.
- ☐ Place readily visible signage to remind everyone of best hygiene practices.
- ☐ If a church or place of worship provides meals for employees, volunteers, or attendees, they are recommended to have the meals individually packed for each employee, volunteer, or attendee.
- ☐ Maintain rigorous sanitation practices like disinfection, handwashing, and cleanliness when preparing or serving anything edible.



## ☒ CHECKLIST FOR SINGLE-PERSON OFFICES

Page 1 of 2

***As outlined in Governor Abbott's executive order GA-18, services provided by an individual working alone in an office may operate.***

*In accordance with Governor Abbott's executive order GA-18, the following are the minimum recommended health protocols for all single-person offices. Employers may adopt additional protocols consistent with their specific needs and circumstances to help protect the health and safety of all employees and customers.*

*The virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Even if an infected person is only mildly ill, the people they spread it to may become seriously ill or even die, especially if that person is 65 or older with pre-existing health conditions that place them at higher risk. Because of the hidden nature of this threat, everyone should rigorously follow the practices specified in these protocols, all of which facilitate a safe and measured reopening of Texas. The virus that causes COVID-19 is still circulating in our communities. We should continue to observe practices that protect everyone, including those who are most vulnerable.*

*Please note, public health guidance cannot anticipate every unique situation. Businesses should stay informed and take actions based on common sense and wise judgment that will protect health and support economic revitalization. Businesses should also be mindful of federal and state employment laws and workplace safety standards.*

### Health protocols for single-person offices:

- ☐ Be trained on all appropriate cleaning and disinfection, hand hygiene, and respiratory etiquette.
- ☐ Self-screen before coming into the office:
  - ☐ Do not go into the office with new or worsening signs or symptoms of possible COVID-19:

– Cough	– Sore throat
– Shortness of breath or difficulty breathing	– Loss of taste or smell
– Chills	– Diarrhea
– Repeated shaking with chills	– Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
– Muscle pain	– Known close contact with a person who is lab confirmed to have COVID-19
– Headache	
  - ☐ Do not allow employees with the new or worsening signs or symptoms listed above to return to work until:

In the case of an employee who was diagnosed with COVID-19, the individual may return to work when all three of the following criteria are met: at least 3 days (72 hours) have passed *since recovery* (resolution of fever without the use of fever-reducing medications); and the individual has improvement in respiratory symptoms (e.g., cough, shortness of breath); and at least 7 days have passed *since symptoms first appeared*; or



## SINGLE-PERSON OFFICES: Page 2 of 2

- In the case of an employee who has symptoms that could be COVID-19 and does not get evaluated by a medical professional or tested for COVID-19, the individual is assumed to have COVID-19, and the individual may not return to work until the individual has completed the same three-step criteria listed above; or
  - If the employee has symptoms that could be COVID-19 and wants to return to work before completing the above self-isolation period, the individual must obtain a medical professional's note clearing the individual for return based on an alternative diagnosis.
- ☐ Do not allow an employee with known close contact to a person who is lab-confirmed to have COVID-19 to return to work until the end of the 14 day self-quarantine period from the last date of exposure (with an exception granted for healthcare workers and critical infrastructure workers).
- ☐ Wash or sanitize their hands upon entering the business.
- ☐ Maintain at least 6 feet separation from other individuals. If such distancing is not feasible, other measures such as face covering, hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced.
- ☐ Consistent with the actions taken by many businesses across the state, consider wearing a cloth face covering (over the nose and mouth) upon entering the premises and when using common areas, including elevators, restrooms, break rooms, or stairs. If available, you should consider wearing non-medical grade face masks.

### Health protocols for your facilities:

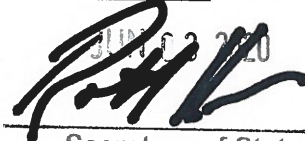
- ☐ Regularly and frequently clean and disinfect any regularly touched surfaces, such as doorknobs, tables, chairs, and restrooms.
- ☐ Disinfect any items that come into contact with customers.
- ☐ Make hand sanitizer, disinfecting wipes, soap and water, or similar disinfectant readily available to employees and customers.
- ☐ Place readily visible signage at the business to remind everyone of best hygiene practices.



GOVERNOR GREG ABBOTT

June 3, 2020

FILED IN THE OFFICE OF THE  
SECRETARY OF STATE  
4PM O'CLOCK

  
Secretary of State

The Honorable Ruth R. Hughs  
Secretary of State  
State Capitol Room 1E.8  
Austin, Texas 78701

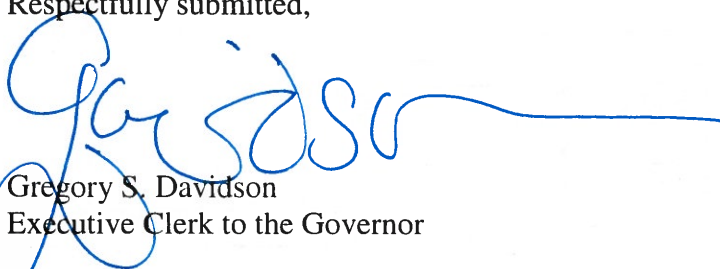
Dear Secretary Hughs:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

Executive Order No. GA-26 relating to the expanded opening of Texas in  
response to the COVID-19 disaster.

The original executive order is attached to this letter of transmittal.

Respectfully submitted,

  
Gregory S. Davidson  
Executive Clerk to the Governor

GSD/gsd

Attachment

# Executive Order

BY THE  
GOVERNOR OF THE STATE OF TEXAS

Executive Department  
Austin, Texas  
June 3, 2020

## EXECUTIVE ORDER GA 26

*Relating to the expanded opening of Texas in response to the COVID-19 disaster.*

---

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas; and

WHEREAS, in each subsequent month effective through today, I have renewed the disaster declaration for all Texas counties; and

WHEREAS, the Commissioner of the Texas Department of State Health Services (DSHS), Dr. John Hellerstedt, has determined that COVID-19 represents a public health disaster within the meaning of Chapter 81 of the Texas Health and Safety Code; and

WHEREAS, I have issued executive orders and suspensions of Texas laws in response to COVID-19, aimed at protecting the health and safety of Texans and ensuring an effective response to this disaster; and

WHEREAS, I issued Executive Order GA-08 on March 19, 2020, mandating certain social-distancing restrictions for Texans in accordance with guidelines promulgated by President Donald J. Trump and the Centers for Disease Control and Prevention (CDC); and

WHEREAS, I issued Executive Order GA-14 on March 31, 2020, expanding the social-distancing restrictions for Texans based on guidance from health experts and the President; and

WHEREAS, I subsequently issued Executive Orders GA-16, GA-18, GA-21, and GA-23 over the course of April and May 2020, aiming to achieve the least restrictive means of combatting the threat to public health by continuing certain social-distancing restrictions, while implementing a safe, strategic plan to Open Texas; and

WHEREAS, as normal business operations resume, everyone must act safely, and to that end, this executive order and prior executive orders provide that all persons should follow the health protocols recommended by DSHS, which whenever achieved will mean compliance with the minimum standards for safely reopening, but which should not be used to fault those who act in good faith but can only substantially comply with the standards in light of scarce resources and other extenuating COVID-19 circumstances; and

WHEREAS, the “governor is responsible for meeting ... the dangers to the state and people presented by disasters” under Section 418.011 of the Texas Government Code,

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SECRETARY OF STATE  
4PM O'CLOCK

JUN 03 2020



and the legislature has given the governor broad authority to fulfill that responsibility;  
and

WHEREAS, failure to comply with any executive order issued during the COVID-19 disaster is an offense punishable under Section 418.173 by a fine not to exceed \$1,000, and may be subject to regulatory enforcement;

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, and in accordance with guidance from DSHS Commissioner Dr. Hellerstedt and other medical advisors, the Governor's Strike Force to Open Texas, the White House, and the CDC, do hereby order the following on a statewide basis effective immediately:

Every business establishment in Texas shall operate at no more than 50 percent of the total listed occupancy of the establishment; provided, however, that:

1. There is no occupancy limit for the following:
  - a. any services listed by the U.S. Department of Homeland Security's Cybersecurity and Infrastructure Security Agency (CISA) in its Guidance on the Essential Critical Infrastructure Workforce, Version 3.1 or any subsequent version;
  - b. religious services conducted in churches, congregations, and houses of worship;
  - c. local government operations, including county and municipal governmental operations relating to licensing (including marriage licenses), permitting, recordation, and document-filing services, as determined by the local government;
  - d. child-care services;
  - e. youth camps, including but not limited to those defined as such under Chapter 141 of the Texas Health and Safety Code, and including all summer camps and other daytime and overnight camps for youths; and
  - f. recreational sports programs for youths and adults;
2. Except as provided below by paragraph number 5, this 50 percent occupancy limit does not apply to outdoor areas, events, or establishments, except that the following outdoor areas or outdoor venues shall operate at no more than 50 percent of the normal operating limits as determined by the owner:
  - a. professional, collegiate, or similar sporting events;
  - b. swimming pools;
  - c. water parks;
  - d. museums and libraries;
  - e. zoos, aquariums, natural caverns, and similar facilities; and
  - f. rodeos and equestrian events;
3. This 50 percent occupancy limit does not apply to the following establishments that operate with at least six feet of social distancing between work stations:
  - a. cosmetology salons, hair salons, barber shops, nail salons/shops, and other establishments where licensed cosmetologists or barbers practice their trade;
  - b. massage establishments and other facilities where licensed massage therapists or other persons licensed or otherwise authorized to practice under Chapter 455 of the Texas Occupations Code practice their trade; and
  - c. other personal-care and beauty services such as tanning salons, tattoo studios, piercing studios, hair removal services, and hair loss treatment

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SECRETARY OF STATE  
4pm O'CLOCK

JUN 03 2020



- and growth services;
4. Amusement parks and carnivals shall operate at no more than 50 percent of the normal operating limits as determined by the owner, except that in counties with more than 1,000 cumulative cases of COVID-19, amusement parks may not begin operating until 12:01 a.m. on June 19, 2020;
  5. For any outdoor gathering estimated to be in excess of 500 people, other than those set forth above in paragraph numbers 1, 2, or 4, the county judge or mayor, as appropriate, in consultation with the local public health authority, may impose additional restrictions;
  6. For dine-in services by restaurants that have less than 51 percent of their gross receipts from the sale of alcoholic beverages, the occupancy limit shall increase at 12:01 a.m. on June 12, 2020, to permit such restaurants to operate at up to 75 percent of the total listed occupancy of the restaurant;
  7. For indoor bars and similar indoor establishments that are not restaurants as defined above and that hold a permit from the Texas Alcoholic Beverage Commission, only those customers who are seated may be served;
  8. For any business establishment that is subject to a 50 percent "total listed occupancy" limit or "normal operating limit," and that is in a county that has filed with DSHS, and is in compliance with, the requisite attestation form promulgated by DSHS regarding minimal cases of COVID-19, the business establishment may operate at up to 75 percent of the total listed occupancy or normal operating limit of the establishment starting 12:01 a.m. on June 12, 2020;
  9. For purposes of this executive order, facilities with retractable roofs are considered indoor facilities, whether the roof is opened or closed; and
  10. Staff members are not included in determining operating levels, except for manufacturing services and office workers.

Except as provided in this executive order or in the minimum standard health protocols recommended by DSHS, found at [www.dshs.texas.gov/coronavirus](http://www.dshs.texas.gov/coronavirus), people should not be in groups larger than ten and should maintain six feet of social distancing from those not in their group. People over the age of 65 are strongly encouraged to stay at home as much as possible; to maintain appropriate distance from any member of the household who has been out of the residence in the previous 14 days; and, if leaving the home, to implement social distancing and to practice good hygiene, environmental cleanliness, and sanitation.

In providing or obtaining services, every person (including individuals, businesses, and other legal entities) should use good-faith efforts and available resources to follow the minimum standard health protocols recommended by DSHS. Nothing in this executive order or the DSHS minimum standards precludes requiring a customer to follow additional hygiene measures when obtaining services. Individuals are encouraged to wear appropriate face coverings, but no jurisdiction can impose a civil or criminal penalty for failure to wear a face covering.

People shall not visit nursing homes, state supported living centers, assisted living facilities, or long-term care facilities unless as determined through guidance from the Texas Health and Human Services Commission (HHSC). Nursing homes, state supported living centers, assisted living facilities, and long-term care facilities should follow infection control policies and practices set forth by HHSC, including minimizing the movement of staff between facilities whenever possible. Notwithstanding anything herein to the contrary, the governor may by proclamation add to the list of establishments or venues that people shall avoid visiting.

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SECRETARY OF STATE  
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JUN 03 2020

For the remainder of the 2019-2020 school year, public schools may resume operations for the summer as provided by, and under the minimum standard health protocols found in, guidance issued by the Texas Education Agency (TEA). Private schools and institutions of higher education are encouraged to establish similar standards. Notwithstanding anything herein to the contrary, schools may conduct graduation ceremonies consistent with the minimum standard health protocols found in guidance issued by TEA.

This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster, but only to the extent that such a local order restricts services allowed by this executive order, allows gatherings prohibited by this executive order, or expands the list or scope of services as set forth in this executive order. Pursuant to Section 418.016(a) of the Texas Government Code, I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the COVID-19 disaster that are inconsistent with this executive order, provided that local officials may enforce this executive order as well as local restrictions that are consistent with this executive order.

All existing state executive orders relating to COVID-19 are amended to eliminate confinement in jail as an available penalty for violating the executive orders. To the extent any order issued by local officials in response to the COVID-19 disaster would allow confinement in jail as an available penalty for violating a COVID-19-related order, that order allowing confinement in jail is superseded, and I hereby suspend all relevant laws to the extent necessary to ensure that local officials do not confine people in jail for violating any executive order or local order issued in response to the COVID-19 disaster.

This executive order supersedes Executive Order GA-23, but does not supersede Executive Orders GA-10, GA-13, GA-17, GA-19, GA-20, GA-24, or GA-25. This executive order shall remain in effect and in full force unless it is modified, amended, rescinded, or superseded by the governor. This executive order may also be amended by proclamation of the governor.



Given under my hand this the 3rd  
day of June, 2020.

A handwritten signature in black ink, appearing to read "Greg Abbott", is written over a horizontal line.

GREG ABBOTT  
Governor

ATTESTED BY:

A handwritten signature in black ink, appearing to read "Ruth R. Hughs", is written over a horizontal line.

RUTH R. HUGHS  
Secretary of State

FILED IN THE OFFICE OF THE  
SECRETARY OF STATE  
4 PM O'CLOCK

JUN 03 2020

## Work Session and Regular Meeting

5.

**Meeting Date:** 06/23/2020

**Department:** Finance

**Pillars:** Gold Standard for Financial Health

---

### **AGENDA CAPTION:**

Present and Discuss **Senate Bill 2 Disaster Declaration Tax Calculation Options.**

### **BACKGROUND:**

Senate Bill 2 (SB 2), also known as the Texas Property Tax Reform and Transparency Act of 2019, was passed by the Texas Legislature in 2019. At its most fundamental level, SB 2 reforms the system of property taxation in three primary ways: (1) lowering the tax rate a taxing unit can adopt without voter approval and requiring a mandatory election to go above the lowered rate; (2) making numerous changes to the procedure by which a city adopts a tax rate; and (3) making several changes to the property tax appraisal process.

SB 2 is effective for tax rates adopted after January 1, 2020, and lowered the tax increase a taxing unit can adopt without requiring voter approval from 8% to 3.5%. Additionally, SB 2 makes exceeding the voter approval rate trigger a mandatory election to vote on the tax increase, whereas, previously it triggered the ability of registered voters to petition the taxing unit to hold an election to vote on the tax increase. SB 2 includes a disaster exemption that allows a taxing unit to calculate the Voter Approval Tax Rate at 8% instead of 3.5%.

On March 13, 2020, President Trump declared a national emergency, and Governor Abbott declared a state of emergency for every Texas county due to COVID-19. These actions triggered the disaster exemption in SB 2, which allows a City Council to direct the designated officer or employee to calculate the Voter Approval Tax Rate at 8% instead of 3.5%. The direction must be provided in the form of a resolution of the City Council.

Staff seeks direction on the tax rate calculation as budget preparation continues.

### **RECOMMENDATION:**

Information only, no action necessary.

---

### **Attachments**

Presentation - Senate Bill 2 Disaster Declaration Tax Rate Options

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# Senate Bill 2 Disaster Declaration Tax Calculation Options

June 23<sup>rd</sup>, 2020

The logo for Addison, featuring the word "ADDISON" in blue capital letters inside a white circle, which is set against a blue background with diagonal grey accents.

**ADDISON**

# Senate Bill 2 Recap

- Terminology Changes
  - Effective Tax Rate = No New Tax Rate
    - This is the tax rate that will generate the same amount of revenue from the same properties as the previous year.
  - Rollback Rate = Voter Approval Tax Rate
    - This is the maximum tax rate that can be adopted without the possibility of an election to overturn the adopted rate.
- Rate and Process Changes
  - The Voter Approval Rate is now 3.5% above the prior year compared to 8% before Senate Bill 2.
  - Exceeding the Voter Approval Rate triggers an automatic election, whereas previously an election required a petition by registered voters.

# Disaster Declarations

- On March 13<sup>th</sup>, President Trump declared a national emergency and Governor Abbott declared a state of emergency for every Texas county due to COVID-19.
- These actions triggered the disaster exemption in Senate Bill 2 which allows a City Council to direct the designated officer or employee to calculate the Voter Approval Tax Rate at 8% instead of 3.5%.
- This remains in effect for a minimum of two years if taxable values exceed the pre-emergency declaration taxable values the following year to a maximum of three years.



# Tax Rate Banking and Senate Bill 2

- Senate Bill 2 allows for banking or carrying forward the difference between the voter approval rate and the adopted tax rate for three years.
- Example:
  - Calculating the Voter Approval Tax Rate at 3.5%
    - 3.5% (Voter Approval Tax Rate)
    - -3.5% (hypothetical adopted Tax Rate)
    - 0.0% (banked or carried forward amount)
  - Calculating the Voter Approval Tax Rate at 8%
    - 8.0% (Voter Approval Tax Rate)
    - -3.5% (hypothetical adopted Tax Rate)
    - 4.5% (banked or carried forward amount)



# Frequently Asked Questions

- Is a city's ability to use an 8 percent voter-approval rate mandatory?
  - No – this is at the discretion of the City Council.
- What would be required to facilitate the change in calculation of the rate?
  - A resolution of the City Council directing the designated officer or employee to calculate the rate at 8% rather than 3.5%.
- Would this change any of the tax rate adoption dates?
  - No – all provisions in Senate Bill 2 remain unchanged as far as the adoption dates, however, exceeding the voter approval tax rate shortens the adoption date considerably in order to call the mandatory election.



**Work Session and Regular Meeting**

**6.**

**Meeting Date:** 06/23/2020

**Department:** City Secretary

---

**AGENDA CAPTION:**

Present and Discuss the **Council Calendar for June through October 2020.**

**BACKGROUND:**

Staff is requesting direction from Council regarding the meeting dates for Council meetings for June through October 2020. Attached are calendars for these months, as well as the initial calendar information for November and December for informational purposes.

The second meeting in July has historically been canceled to provide more time for staff to prepare the City Manager's Proposed Budget.

**RECOMMENDATION:**

Staff requests direction from Council.

---

**Attachments**

Council Planning Calendar: June - December 2020

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# June 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	6
7	8 Council Finance Committee	9 Council Meeting	10	11	12	13
14	15	16	17	18	19	20
21	22	23 Council Meeting	24	25	26	27
28	29	30				

# July 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3 Addison KABOOM  HOLIDAY – Offices closed	4
5	6	7	8	9	10	11
12	13 Council Finance Committee	14 Council Meeting	15	16	17	18
19	20	21 Planning & Zoning Commission	22	23	24	25
26	27	28	29	30	31	

NOTE: Traditionally the 2<sup>nd</sup> meeting in July has been cancelled to allow for Staff preparation and presentation of Budget.

# August 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5	6 Budget Work Session	7 Budget Work Session	8
9	10 Council Finance Committee	11 Council Meeting	12 Option 1: Public Hearing on Tax Rate & Budget	13 TENTATIVE DATE: 3rd Quarterly Silver Line Community Meeting (virtual)	14	15
16	17 Option 1: City Council Adoption of FY 2021 Budget & Tax Rate	18 Planning & Zoning Commission	19	20	21	22
23	24	25 Council Meeting	26	27	28	29
30	31 Council Finance Committee (September Meeting rescheduled due to Labor Day Holiday)					

OPTION 1: Exceeding Voter Approval Tax Rate

OPTION 2: Not Exceeding Voter Approved Tax Rate

# September 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 TENTATIVE Special Meeting OPTION 2: Public Hearing on Tax Rate & Budget	2	3	4	5
6	7 Labor Day Holiday Offices Closed	8 Council Meeting OPTION 2: Adopt FY 2021 Tax Rate & Budget	9	10	11	12
13	14	15 Planning & Zoning Commission	16	17	18	19
20	21	22 Council Meeting	23	24	25	26
27	28	29	30			

OPTION 1: Exceeding Voter Approval Tax Rate

OPTION 2: Not Exceeding Voter Approved Tax Rate

# October 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6	7	8	9	10
11	12 Council Finance Committee	13 City Council	14 TML Conference - Grapevine	15 TML Conference – Grapevine	16 TML Conference – Grapevine	17
18	19	20 Planning & Zoning Commission	21	22	23	24
25	26 Fall Town Hall Meeting	27 City Council	28	29	30	31



# November 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
8	9 Council Finance Committee	10 Council Meeting	11	12	13	14
15	16	17 Planning & Zoning Commission	18	19	20	21
22	23	24 ** Council Meeting	25	26 Holiday	27 Holiday	28
29	30					

NOTE \*\*: Traditionally the 2<sup>nd</sup> meeting in November has been cancelled or rescheduled due to Thanksgiving Holiday.

# December 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5
6	7 Council Finance Committee	8 Council Meeting	9	10	11	12
13	14	15 Planning & Zoning Commission	16	17	18	19
20	21	22 ** Council Meeting	23	24 Holiday	25 Holiday	26
27	28	29	30	31		

NOTE \*\*: Traditionally the second meeting in December has been cancelled due to the Christmas Holiday.

## **Work Session and Regular Meeting**

7.

**Meeting Date:** 06/23/2020

**Department:** Police

**Pillars:** Gold Standard in Public Safety

**Milestones:** Maximize use of cutting edge technology to enhance public safety

---

### **AGENDA CAPTION:**

Present and Discuss **Public Nuisance Concerns Along the White Rock Creek Park Trail.**

### **BACKGROUND:**

Council members Paul Walden and Marlin Willesen requested that this item be placed on the Council Agenda for discussion.

Resident observations of homeless persons utilizing the area under the Belt Line Road bridge have caused some concern within the Addison community. Passing over White Rock Creek, the Belt Line Road bridge and area directly under, is within the City of Dallas' city limits. This prohibits the Town of Addison from enforcing our public nuisance ordinances. Staff will provide an overview of the issues and discuss potential considerations to address those concerns along the White Rock Creek Park Trail.

### **RECOMMENDATION:**

Staff requests direction from Council.

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### **Attachments**

Presentation - White Rock Creek Park Trail Public Nuisance Discussion

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# White Rock Creek Park Trail Public Nuisance Discussion

Presented by Paul Spencer, Chief of Police Janna

Tidwell, Director of Parks

Shannon Hicks, Director of Public Works

June 23, 2020



# Safety & Visibility Concerns

ADDISON®



## **Beneath Belt Line Bridge: Homeless Encampment**

- Perceived safety concerns
- Unsightly
- Unsanitary
- Nuisance



## **Numerous requests to the City of Dallas**

**MetroCrest Social Services** currently heading up *Community Roundtable* meetings attempting to address many societal issues within the four-city area of Addison, Carrollton, Coppell and Farmers Branch.

Topics Include:

1. Affordable Housing
2. Homelessness
3. Quality Jobs
4. Healthcare

# Current Limitations



Property under the Beltline bridge over creek is within the City of Dallas

Addison has no legal jurisdiction, or authority, to address camping, litter or other public nuisance/ordinance issues.

Dallas moderately responsive to staff requests to remove trash and encampments.

# Option 1



## **Make the area less desirable to inhabit:**

- Add pedestrian lighting along pathway
- Illuminate under the bridge
- Add Optical Camera positions along pathway
- Remove understory vegetation to improve visibility and reduce seclusion of the space

## **PROS**

- Trail lighting will Increase visibility at night
- Discourage nighttime encampment by illuminating under bridge
- Internet-based optical cameras will allow staff to monitor remotely

## **CONS**

- Lights and cameras are subject to being tampered with
- May not fully eliminate the issue
- Lights and cameras only along a small section of trail



# Option 2



## Create a vegetated screen:

- Plant shrubs to screen the underneath of the bridge.
- Use plants that have sharp leaves to deter people from climbing through them.

## PROS

- Reduce visibility of debris that accumulates under the bridge
- Screen homeless under bridge from trail users

## CONS

- Does not address the perception of safety along the trail
- Is a deterrent not a physical barrier
- May require removal of some of the existing understory vegetation to plant an effective vegetated screen

# Option 3



## Construct a physical barrier :

- Install a fence, with coordination with Dallas.
- Fence could be PVC coated chain link for visibility or a wood structure to screen.

## PROS

- Restricts movement between our property and the City of Dallas

## CONS

- Solid fence creates a more secluded space
- Would require removal of existing vegetation
- Would be a constant maintenance issue (staff anticipates it to be damaged to gain access)
- Would need to mitigate flood plain concerns
- Would need to budget for repair and replacement of fence

# Questions?



**Work Session and Regular Meeting**

**8.**

**Meeting Date:** 06/23/2020

**Department:** City Secretary

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**AGENDA CAPTION:**

Consider Action to Approve the **Minutes for the June 9, 2020 Work Session and Regular Meeting.**

**BACKGROUND:**

The Minutes for the June 9, 2020 Work Session and Regular Meeting have been prepared for consideration.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Minutes - June 9, 2020 City Council Meeting

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# **DRAFT**

## **OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL WORK SESSION & REGULAR SESSION**

**June 9, 2020**

**Addison Town Hall, 5300 Belt Line Rd., Dallas, TX 75254  
6:00 p.m. Work Session & Regular Meeting**

The Addison City Council, using electronic medium, conducted its Regularly Scheduled Meeting on Tuesday, June 9, 2020. The meeting was not conducted at Town Hall. A temporary suspension of the Open Meetings Act to allow telephone or videoconference public meetings has been granted by Governor Greg Abbott. Members of the public were entitled to participate; detailed instructions were provided, and the meeting was live streamed on Addison's website at [www.addisontexas.net](http://www.addisontexas.net).

**Present:** Mayor Joe Chow; Mayor Pro Tempore Lori Ward; Deputy Mayor Pro Tempore Guillermo Quintanilla; Council Member Tom Braun; Council Member Ivan Hughes; Council Member Paul Walden; Council Member Marlin Willesen.

**Mayor Chow led the Pledge of Allegiance.**

1. **Call Meeting to Order:** Mayor Chow called the meeting to order.

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### **WORK SESSION**

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2. **Present and Discuss Any Action Necessary or New Information Regarding the COVID-19 Pandemic.**

City Manager Wes Pierson advised that on June 3, 2020 Governor Abbot issued Executive Order GA26 for Phase 3 allowing all businesses to open at 50 percent capacity with continued adherence to established health protocols. He reminded everyone that COVID-19 is still circulating and reviewed the established practices that everyone should still be following.

Deputy City Manager Ashley Mitchell provided an update for the Addison Athletic Club, adding that staff hopes to open the pool on July 1<sup>st</sup>. On June 15<sup>th</sup> limited group classes and one racquetball court is scheduled to be opened. The Athletic Club is operating at 50 percent capacity, and the Les Lacs Linear Park Pavilion will be opened with reservations. Mr. Pierson added that dog parks opened on June 1<sup>st</sup> with scheduled closings for cleaning. The schedule for closings is on the Town website and posted at the dog parks.

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**3. Present and Discuss Updates from the Non-Profit Organizations that Receive Grant Funding from the Town of Addison.**

Deputy City Manager John Crawford advised that the non-profit organizations were present virtually to give five-minute presentations regarding their respective missions and the services each provides to the Addison community. The list of organizations that made presentations included: Addison Arbor Foundation, Dallas Cat Lady, Metrocare Services, Metrocrest Services, Outcry Theatre, The Family Place, WaterTower Theatre, and Woven Health Clinic. The Cavanaugh Flight Museum also had grant funds allocated for them in Fiscal Year 2020 however they did not present at this meeting.

---

**4. Present and Discuss the Proposed Issuance of 2020 General Obligation Bonds and 2020 Taxable Refunding Bonds.**

Chief Financial Officer Steven Glickman presented this item. He provided the background of this item, saying that on November 5th, 2019, the Town of Addison had all five bond propositions approved by voters totaling \$70,620,000. The proposed 2020 General Obligation Bond issuance would be in the amount of \$15,135,000 from the following authorizations:

- \$14,030,000 from the authorized \$22,300,000 from Proposition A for street improvements. This would fund the design costs of Keller Springs Road and Airport Parkway, to which contracts have been awarded by Council, and the reconstruction of Keller Springs Road.
- \$365,000 of the authorized \$6,723,000 from Proposition C for parks and recreation improvements and facilities. This would fund design of improvements to the Addison Athletic Club including locker room reconfiguration, gymnasium and track improvements, and pool modernization.
- \$140,000 from the authorized \$7,395,000 from Proposition D for improvements to existing municipal buildings. This would fund the design of the HVAC and roof at the Addison Athletic Club as well as the boiler replacement, to which the Council has approved a reimbursement resolution and the project is completed.
- \$600,000 from the authorized \$600,000 from Proposition E for traffic control systems to which a contract has been awarded by Council.

He advised that additionally, the Town has the opportunity to refund the 2012 General Obligation Bonds and 2013B Taxable General Obligation Bonds which is estimated to create \$795,088, or 6.50%, in Net Present Value savings over the remaining life of the debt.

Mr. Glickman reviewed that the projected impact to the tax rate will likely be less than anticipated due to the current interest rate environment. The refunding opportunities will net a total savings of \$70,000 to \$75,000 per year. Mr. Glickman provided a timeline of the process for issuing new and refunding some existing bonds, saying that funds should be received from the bond sale in September. Council Member Hughes expressed his appreciation of the lower tax rate and the work put into this presentation.

## 5. Present and Discuss Council Liaison Opportunities and Appointments.

City Secretary Parker advised that historically liaison assignments have been divided among Council Members. The assignments are intended to provide a greater depth of understanding about the technical nature of certain community features, issues, or programs such as the Airport, Economic Development, and the Arbor Foundation. Once assigned, liaisons report back to the City Council with status reports regarding various projects and initiatives.

Council Member Willesen advised that Outcry Theatre had asked him to be Council Liaison for their organization. This assignment was added to the liaison list. The Addison Business Association, which is now part of the Metrocrest Chamber of Commerce, the Addison Legacy Foundation and Community Partners Bureau were removed from the liaison list. Deputy Mayor Pro-Tempore Quintanilla indicated interest in participating in the North Texas Commission. Council Member Braun will check into this possibility. Following Council discussion, the following assignments were made:

ORGANIZATION	CHOW	WARD	QUINTANILLA	BRAUN	HUGHES	WALDEN	WILLESEN
Addison Airport/ATTAC			X				X
Addison Arbor Foundation						X	
Addison/Farmers Branch Ad Hoc Committee	X	X		X			
Cavanaugh Flight Museum							X
Education				X			X
Finance Committee				X	X		X
Greater Dallas Regional Chamber		X					
Metrocrest Chamber of Commerce				X	X		
Metroplex Mayors	X						
North Dallas Chamber		X	X				
North Texas Commission				X			
Outcry Theatre							X
RTC/NCTCOG					X		
Silver Line (Cotton Belt), DART, TML, TMRS	X	X	X	X	X	X	X
Water Tower Theatre				X			
World Affairs Council	X	X			X		

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## REGULAR MEETING

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### Announcements and Acknowledgements regarding Town and Council Events and Activities

#### Discussion of Events/Meetings

**Public Comment:** *The City Council invites citizens to address the City Council on any matter, including items on the agenda, except public hearings that are included on the agenda. Comments related to public hearings will be heard when the specific hearing starts. Citizen comments are limited to **three (3) minutes**, unless otherwise required by law. To address the Council, please fill out a **City Council Appearance Card** and submit it to a staff member prior to the Public Comment item on the agenda. The Council is not permitted to take any action or discuss any item not listed on the agenda. The Council may choose to place the item on a future agenda.*

City Secretary Irma Parker read one email received from Mr. Howie Issacs requesting that Kaboom Town festivities be conducted as has been done in the past with citizen access to Addison Circle Park.

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**Consent Agenda:** *All items listed under the Consent Agenda are considered routine by the City Council and will be enacted by one motion with no individual consideration. If individual consideration of an item is requested, it will be pulled from the Consent Agenda and discussed separately.*

6. **Consider Action on the Minutes of the May 26, 2020 City Council Meeting.**
7. **Consider Action to Approve a Resolution Accepting the Coronavirus Aid, Relief, and Economic Security (CARES) Act Grant from Texas Department of Transportation (TxDOT) in the Amount of \$157,000.**
8. **Consider Action to Approve the Second Quarter Update from the Finance Committee to the City Council for the Period from January 2020 to March 2020.**
9. **Consider Action to Approve a Resolution Re-Appointing Ivan Hughes as Representative and Paul Voelker as Alternate to the Aggregated Position of Representative to the Regional Transportation Council of the North Central Texas Council of Governments.**

**ADDENDUM ITEM**

- 9.1 **Consider Action to Approve a Resolution Confirming and Ratifying the Execution by the City Manager of An Application for An Extension of Time to Water Use Permit No. 5383B Filed with the Texas Commission on Environmental Quality (TCEQ) and Authorizing the City Manager to Execute all documents, applications and agreements related to Water Use Permit No. 5383A and 5383B.**

Mayor Chow asked if there were any requests to remove an item from the Consent Agenda for separate discussion. There were none.

**MOTION:** Mayor Pro Tempore Ward moved to approve Consent Items 6,7,8,9, and 9.1. Council Member Walden seconded the motion. Motion carried unanimously.

**Resolution No. R20-045:** Accept CARES Act Grant from TxDOT

**Resolution No. R20-046:** Reappoint Ivan Hughes and Paul Volker to the Regional Transportation Council of the North Central Texas Council of Governments

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**Regular Items**

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10. **Present, Discuss and Consider Action on a Resolution Approving an Interlocal Agreement Between the Town of Addison and Dallas County for the Distribution of**



**CARES Act Funds to the Town for Authorized CARES Act Activities and Authorize the City Manager to Execute the Agreement.**

Assistant to the City Manager Bill Hawley presented this item. He advised that the Town of Addison is eligible to receive CARES Act funding through Dallas County for the reimbursement of eligible expenses in relation to COVID-19 in the amount of \$894,465. To receive the funds, the Council must approve an Interlocal Agreement with Dallas County. Examples of eligible expenses include reimbursement for the acquisition of personal protective equipment and sanitizing products. Expenses to assist residents and small business are also eligible for reimbursement. Mr. Hawley advised that to date the Town has \$96,000 in eligible expenses and during the next six months could have an additional \$100,000 - \$200,000 in eligible expenses. Mr. Hawley also advised that the \$85,000 in emergency funding provided to Metrocrest Service to be used to assist Addison residents is eligible for reimbursement. Metrocrest Services has requested an additional \$200,000 in emergency funding to assist Addison Residents. Orlando Campos, Director of Economic Development and Tourism, created a Back to Work program that has incurred \$7,425 in reimbursable expenses.

Mr. Campos advised that the Economic Development and Tourism department initiated a COVID-19 economic impact survey which was sent to 1,600 local businesses to gauge the impact of the pandemic. He advised that based on the surveys received so far some of the small businesses did not apply or did not receive funding through the earlier government assistance loans. Mr. Campos added that the challenge for small businesses at this time is cash flow. He proposed implementing an Addison CARES Lease and Mortgage Grant Program. He reviewed the criteria to be eligible and explained that the program would provide 75 percent of a two-month lease or mortgage payment with a maximum of \$10,000 per business for those who qualify. Mr. Campos added this will help the landlords as well as the business owners and employees. Mr. Campos advised that based on survey responses he has approximately 50 businesses could qualify. He noted that this program is for businesses that have not received other grant funding or small business loans from the government.

Council Member Willesen stated that other non-profits such as the Family Place and Metrocare Services have also assisted residents and suggested to consider them for assistance as well. City Manager Pierson responded that due to the specific criteria that must be met to receive these grant funds, Metrocrest Services would likely provide a broader base for distribution to the residents. Mr. Pierson added that this agenda item is to approve the Interlocal Agreement and to provide general direction on how the funds are used. He advised staff is recommending that \$200,000 be allotted to the Town for reimbursement; \$200,000 be allotted for Metrocrest Services; and, that \$500,000 be allotted for the business program. Fine-tuning of the distribution will be determined later. It was also stressed that staff could have some flexibility in the distribution amounts.

**MOTION:** Council Member Hughes moved to approve Item 10 as presented. Council Member Willesen seconded the motion. Motion carried unanimously.

**Resolution No. R20-20-047:** Interlocal Agreement with Dallas County for CARES Act Funds

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**11. Present, Discuss, and Consider Action on a Resolution to Approve the Agreement for Architectural and Engineering Services with LPA, Inc to Develop Construction Documents for Renovations at the Addison Athletic Club and Authorize the City Manager to Execute the Agreement in an Amount Not to Exceed \$495,000.**

Jana Tidwell, Director of Parks and Recreation presented this item. She provided the background on this item and reviewed the status of the priority list of Athletic Club improvements as follows:

- HVAC\* Replacement & Upgrades- Majority of HVAC replacement completed in 2019. Boiler replacement completed in 2019. HVAC replacement for the indoor pool not complete.
- Lobby / Core Building Improvements (replace elevator, general painting, carpet replacement)- Elevator replaced.
- Gymnasium and Track Improvements (Convert 2 Racquetball Courts to Exercise Space, New Lighting in Gym)- Racquetball courts partially converted.
- Locker Room Renovations Not complete.

Ms. Tidwell advised that funds were allocated in the FY 2020 budget in the amount of \$451,500 for a portion of the core building improvements identified from the master plan but that utilization of these funds had been put on hold due to the economic impacts to Addison's economy caused from the Covid-19 pandemic. These items will be included in the design of the project and will be bid out as alternate bid items so Council can consider funding them later.

Ms. Tidwell discussed the Athletic Club items that were recommended by 2019 Bond Advisory Committee which were approved by voters in November, 2019.

Ms. Tidwell explained how LPA was selected for this work outlined the project scope to develop construction drawings for the renovations associated with the core building updates and the voter approved bond items. Ms. Tidwell reviewed each planned task along with the budgeted amount for the tasks and the funding sources. Funds for the services have been allocated from the 2020 Bond Funds Propositions C & D in the amount of \$450,000 and \$45,000 from the FY 2020 budget for a total of \$495,000.

Council Member Quintanilla requested clarification on two items in the contract agreement. Ms. Tidwell responded that this is standard contract language, and that the improvements will be done as a single project. The approval for this agenda item is for professional services to develop construction documents for the renovations.

**MOTION:** Deputy Mayor Pro Tempore Quintanilla moved to approve Item 11 as presented. Council Member Walden seconded the motion. Motion carried unanimously.

**Resolution No. R20-048: Agreement with LPA, Inc., Addison Athletic Club Renovations**

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**12. Present, Discuss, and Consider Action on Potential Changes to the 2020 Kaboom Town! Festival and Fireworks Show.**

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Council Members Hughes and Braun advised they have received input from residents in favor of having the Kaboom Town festivities as usual and from those who are against it. Director of Special Events Jasmine Lee reviewed the proposed changes that includes closing Addison Circle Park, not holding the typical festival and not having the air show as usual. The fireworks display would be held as usual beginning at 9:30 p.m. Anyone interested in viewing the fireworks is being encouraged to book hotel rooms with good viewing of the fireworks, to view from their vehicles, or visit restaurants that are holding watch parties. Ms. Jasmine advised that the Town is working with a professional firm to live-stream the fireworks on YouTube and on the Visit Addison Facebook page.

City Manager Pierson added that the Town is unable to police social distancing at the parks and restaurants and this plan gives the residents the opportunity to view the fireworks while exercising responsible behaviors. Council Member Willesen inquired whether the live stream would be recorded for later viewing. Ms. Lee replied that she is unsure at this time. City Manager responded to Council Member Hughes' inquiry as to what other towns are doing regarding fireworks shows.

Council Members spoke in favor of having the fireworks show and closing Addison Circle Park as recommended by the staff, except for Mayor Chow who spoke against having the fireworks show.

**MOTION:** Mayor Pro Tempore Ward moved to approve Item 12 to proceed with Kaboom Town Fireworks as described by staff. Council Member Willesen seconded the motion. Motion carried 6 to 1, with Mayor Chow voting against.

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### **Adjourn Meeting**

There being no further business to come before the Council, Mayor Chow adjourned the meeting.

**TOWN OF ADDISON, TEXAS**

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Joe Chow, Mayor

**ATTEST:**

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Irma G. Parker, City Secretary

## Work Session and Regular Meeting

9.

**Meeting Date:** 06/23/2020

**Department:** City Manager

**Pillars:** Gold Standard in Public Safety

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### **AGENDA CAPTION:**

Present, Discuss and Consider Action on a **Resolution Approving the Addendum to the Consolidated Public Safety Communications and Dispatch Operations Agreement Transferring Ownership and Operation of the Joint P25 Public Safety Communications System to North Texas Emergency Communications Center (NTECC); Authorizing Additional Acts to Carry Out the Town's Obligations Under this Addendum; and, Authorizing the Execution of the Addendum by the City Manager.**

### **BACKGROUND:**

Effective June 26, 2013, the City of Carrollton ("Carrollton"), Town of Addison ("Addison"), City of Coppell ("Coppell") and the City of Farmers Branch ("Farmers Branch")(collectively, "the Cities") entered into the Metrocrest Quad Cities Radio System Interlocal Agreement ("the Radio System Agreement") regarding the operation, maintenance, and management of a radio system ("System") as well as the manner for sharing the costs among the Cities. Pursuant to the Radio System Agreement, Farmers Branch, as representative of the Cities, entered into agreements with Harris Corporation ("Harris") for the purchase, installation, and maintenance of the system.

The Cities established the North Texas Emergency Communications Center, Inc. ("NTECC") for the management and operation of a public safety dispatch and communications center (the "Communications Center"). The Cities and NTECC entered into the Consolidated Public Safety Communications and Dispatch Operations Agreement ("the Operations Agreement") effective December 19, 2014. This defined the operation of the Communications Center and how the associated costs are to be shared among the Cities. Section 4.03 of the Operations Agreement contemplates the Harris Agreements being assigned to NTECC, along with ownership of the shared components (as defined in the Radio System Agreement) of the system, being conveyed to NTECC by the Cities.

To provide for efficient operation of the system and the Communications Center by NTECC, it is in the public interest that (i) the Harris Agreements be assigned to NTECC, and (ii) the Cities' ownership interest in the shared components of the system be conveyed to NTECC. The proposed Resolution provides for these

activities to occur.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Resolution - Consolidated Public Safety Communications and Dispatch  
Operations Agreement Addendum

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**RESOLUTION NO. 020-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, APPROVING THE ADDENDUM TO THE CONSOLIDATED PUBLIC SAFETY COMMUNICATIONS AND DISPATCH OPERATIONS AGREEMENT WITH THE CITY OF CARROLLTON, CITY OF COPPELL, CITY OF FARMERS BRANCH, AND NORTH TEXAS EMERGENCY COMMUNICATIONS CENTER, INC. (“NTECC”) TRANSFERRING OWNERSHIP AND OPERATION OF THE JOINT P25 PUBLIC SAFETY COMMUNICATIONS SYSTEM TO NTECC; AUTHORIZING EXECUTION OF THE ADDENDUM BY THE CITY MANAGER; AUTHORIZING ADDITIONAL ACTS TO CARRY OUT THE TOWN’S OBLIGATIONS UNDER THE ADDENDUM; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, effective June 26, 2013, the City of Carrollton (“Carrollton”), Town of Addison (“Addison”), City of Coppel (“Coppel”) and the City of Farmers Branch (“Farmers Branch”)(collectively, “the Cities”) entered into that certain *Metrocrest Quad Cities Radio System Interlocal Agreement* (“the Radio System Agreement”) for the purpose of establishing the terms and conditions by which the Cities would jointly establish specifications, seek proposals, and contract for the purchase, installation and maintenance a wide area, multi-site (“simulcast”) digital trunked radio system compliant with P-25 interoperability standards (defined as “the System” in the Radio System Agreement); and

**WHEREAS**, the Radio System Agreement sets forth the Cities’ agreement regarding the on-going operation, maintenance, and management of the System as well as the manner in which costs for operating, maintaining, and managing the System are to be shared among the Cities; and

**WHEREAS**, pursuant to the Radio System Agreement, effective June 27, 2013, Farmers Branch, as representative of the Cities, entered into the following agreements with Harris Corporation (“Harris”) for the purchase, installation, and maintenance of the System: (a) *System Purchase Agreement* (the “SPA”); (b) *Software License Agreement* (the “SLA”); (c) *Software FX Agreement* (“the SFxA”); and (d) *System Maintenance Agreement* (“the SMA”) (collectively, the SPA, SLA, SFxA, and the SMA, along with the various change orders and amendments to the SPA being referred to herein as the “Harris Agreements”); and

**WHEREAS**, pursuant to Article VI of Radio System Agreement and that certain *Interlocal Cooperation Agreement Regarding Establishment of the Metrocrest Quad Cities Local Government Corporation* effective January 27, 2014 (“the LGC Creation Agreement”), the Cities established the North Texas Emergency Communications Center, Inc. (“NTECC”) for the purpose of assisting and acting on behalf of the Cities in the performance of their governmental functions and services, including, but not limited to, the construction, development, management, and operation of a public safety dispatch and communications center (the “Communications Center”) on behalf and for the Cities and their respective Police, Fire/EMS, and public works departments; and

**WHEREAS**, pursuant to Article III of the LGC Creation Agreement, the Cities and NTECC entered into that certain *Consolidated Public Safety Communications and Dispatch Operations Agreement* (“the Operations Agreement”) effective December 19, 2014, setting forth the agreement of the Cities and NTECC relating to the operation of the Communications Center

by NTECC for and on behalf of the Cities, the agreement of the Cities to pay the cost relating to operation of the Communications Center, and agreement among the Cities on how such costs shall be shared; and

**WHEREAS**, Section 4.03 of the Operations Agreement contemplates the possibility of the Harris Agreements being assigned by Farmers Branch to NTECC, along with ownership of the Shared Components (as defined in the Radio System Agreement) of the System, being conveyed to NTECC by the Cities; and

**WHEREAS**, NTECC, as the primary user of the Shared Components of the System, is effectively managing the System for the Cities as part of NTECC's obligations under the Operations Agreement, but is hampered in its ability to make immediate decisions and requests under the Harris Agreements because NTECC is not a party to the Harris Agreements as well as make decisions and enter agreements regarding future upgrades to the System; and

**WHEREAS**, to provide for efficient operation of the System and the Communications Center by NTECC, the Town Council of the Town of Addison, Texas, finds it to be in the public interest that (i) the Harris Agreements be assigned to NTECC, (ii) the Cities' ownership interest in the Shared Components of the System be conveyed to NTECC

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, THAT:**

**SECTION 1.** The City Manager is hereby authorized to sign on behalf of the Town the *Addendum to Consolidated Public Safety Communications and Dispatch Operations Agreement (Radio System Transfer)* with Carrollton, Coppell, Farmers Branch, and NTECC, containing substantially the terms and provisions attached hereto as Exhibit "A" and incorporated herein by reference and to take such steps that are reasonable and necessary to comply with the intent of this resolution and said addendum.

**SECTION 2.** This resolution shall become effective immediately upon approval.

**DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, on the 23<sup>rd</sup> day of JUNE 2020.**

**TOWN OF ADDISON, TEXAS**

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Joe Chow, Mayor

**ATTEST:**

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Irma Parker, City Secretary

**Resolution No. 2020-\_\_\_\_**  
**Exhibit “A”**

**ADDENDUM TO CONSOLIDATED PUBLIC SAFETY COMMUNICATIONS AND  
DISPATCH OPERATIONS AGREEMENT  
(RADIO SYSTEM TRANSFER)**

This **ADDENDUM TO CONSOLIDATED PUBLIC SAFETY COMMUNICATIONS AND DISPATCH OPERATIONS AGREEMENT (RADIO SYSTEM TRANSFER)** (“Addendum”) is entered as of the Effective Date by and among the **TOWN OF ADDISON, TEXAS**, (“Addison”), the **CITY OF CARROLLTON, TEXAS** (“Carrollton”), the **CITY OF COPPELL, TEXAS** (“Coppell”) and the **CITY OF FARMERS BRANCH, TEXAS**, (“Farmers Branch”), all of whom are Texas home rule municipalities operating under the authority of their respective governing bodies (Addison, Carrollton, Coppell, and Farmers Branch, are hereinafter sometimes referred to collectively as “the Cities” or individually as a “City”) and the **NORTH TEXAS EMERGENCY COMMUNICATIONS CENTER, INC.** (“NTECC”), a Texas non-profit local government corporation established by the Cities pursuant to Chapter 431 of the Texas Transportation Code (the Cities and NTECC collectively hereafter referred to as “the Parties” and individually as “Party”).

**RECITALS**

**WHEREAS**, effective June 26, 2013, the Cities entered into that certain *Metrocrest Quad Cities Radio System Interlocal Agreement* (“the Radio System Agreement”) for the purpose of establishing the terms and conditions by which the Cities would jointly establish specifications, seek proposals, and contract for the purchase, installation and maintenance a wide area, multi-site (“simulcast”) digital trunked radio system compliant with P-25 interoperability standards (defined as “the System” in the Radio System Agreement); and

**WHEREAS**, the Radio System Agreement sets forth the Cities’ agreement regarding the on-going operation, maintenance, and management of the System as well as the manner in which costs for operating, maintaining, and managing the System are to be shared among the Cities; and

**WHEREAS**, pursuant to the Radio System Agreement, effective June 27, 2013, Farmers Branch, as representative of the Cities, entered into the following agreements with Harris Corporation (now known as “L3Harris Technologies, Inc.”) (“Harris”) for the purchase, installation, and maintenance of the System: (a) *System Purchase Agreement* (the “SPA”); (b) *Software License Agreement* (the “SLA”); (c) *Software FX Agreement* (“the SFxA”); and (d) *System Maintenance Agreement* (“the SMA”) (collectively, the SPA, SLA, SFxA, and the SMA, along with the change orders and amendments to the SPA listed in Exhibit “A”, hereto, being referred to herein as the “Harris Agreements”); and

**WHEREAS**, pursuant to Article VI of Radio System Agreement and that certain *Interlocal Cooperation Agreement Regarding Establishment of the Metrocrest Quad Cities Local Government Corporation* effective January 27, 2014 (“the LGC Creation Agreement”), the Cities authorized the establishment of NTECC for the purpose of assisting and acting on behalf of the Cities in the performance of their governmental functions and services, including, but not limited to, the construction, development, management, and operation of a public safety dispatch and



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**Exhibit “A”**

communications center (the “Communications Center”) on behalf and for the Cities and their respective Police, Fire/EMS, and public works departments; and

**WHEREAS**, pursuant to Article III of the LGC Creation Agreement, the Cities and NTECC entered into that certain *Consolidated Public Safety Communications and Dispatch Operations Agreement* (“the Operations Agreement”) effective December 19, 2014, setting forth the agreement of the Parties relating to the operation of the Communications Center by NTECC for and on behalf of the Cities, the agreement of the Cities to pay the cost relating to operation of the Communications Center, and agreement among the Cities on how such costs shall be shared; and

**WHEREAS**, Section 4.03 of the Operations Agreement contemplates the possibility of the Harris Agreements being assigned by Farmers Branch to NTECC, along with ownership of the Shared Components (as defined in the Radio System Agreement) of the System, being conveyed to NTECC by the Cities; and

**WHEREAS**, NTECC, as the primary user of the Shared Components of the System, is effectively managing the System for the Cities as part of NTECC’s obligations under the Operations Agreement, but is hampered in its ability to make immediate decisions and requests under the Harris Agreements or decisions relating to future upgrades to the System because NTECC is not a party to the Harris Agreements; and

**WHEREAS**, the Parties desire that (i) the Harris Agreements be assigned to NTECC, (ii) ownership of the Cities’ ownership interest in the Shared Components of the System be conveyed to NTECC and continue to be used by NTECC for the benefit of the Cities pursuant to the Operations Agreement, and (iii) the Parties should enter into this Addendum setting forth the terms and conditions regarding such assignment and conveyance:

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are hereby acknowledged, and upon and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

**Article I**  
**Conveyance of System Shared Components to NTECC**

**1.1 Assignment of Harris Agreements:** Farmers Branch hereby conveys and assigns all of its right, title, and interest in the Harris Agreements to NTECC. NTECC hereby accepts such conveyance and assignment and agrees to accept all benefits and assume all duties and obligations of Farmers Branch as set forth in the Harris Agreements. Addison, Carrollton, and Coppell hereby consent to the conveyance and assignment of the Harris Agreements to NTECC.

**1.2 Conveyance of Title to Shared Components:** The Cities hereby convey to NTECC all of their respective rights, title, and interests (i) in the Shared Components of the System described in Exhibit “B” hereto and (ii) to such other personal property as may constitute a Shared Component as defined in the Radio System Agreement which are not specifically identified on Exhibit “B”. NTECC agrees that the System shall continue to be used by NTECC for the provision

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**Exhibit “A”**

of Public Safety Communications Services (as defined in the Operations Agreement) on behalf of the Cities as set forth in the Operations Agreement. Conveyance of the Shared Components by the Cities to NTECC is on an “As-Is” basis with no warranty by the Cities; provided, however, the Cities hereby convey to NTECC any remaining interest in any manufacturers warranties that may remain in effect as of the Effective Date, to the extent such warranties are not set forth in the Harris Agreements assigned to NTECC pursuant to Section 1, above.

**1.3 Disposition of Shared Components:** From time to time as determined by the NTECC Board of Directors, NTECC may dispose of the Shared Components conveyed to NTECC by this Addendum during the normal course of maintaining, repairing, upgrading and/or replacing the System. In the event the disposition of any Shared Component involves the sale of the Shared Component as surplus property resulting in the receipt of sales proceeds by NTECC for such sale, after deducting any out-of-pocket costs incurred by NTECC in relation to the sale, any remaining sales proceeds shall be credited against any payment due from the Cities to NTECC pursuant to the Operations Agreement in the same ratio as each City’s obligation for payment under Section 4.03 under the Operations Agreement.

**1.4 Assignment of License Agreement for Addison Microwave Site:** Addison hereby assigns to NTECC all of Addison’s right, title, and interest in that certain *Rooftop Telecommunications License Agreement* effective October 1, 2003 , by and between Addison and COP Spectrum Center, L.L.C. (formerly known as GPI Spectrum, L.L.C. and successor in interest to Spectrum Center Partners, L.P.), as amended by that certain *First Amendment to Rooftop Telecommunications License Agreement* effective October 1, 2008, that certain *Second Amendment to Rooftop Telecommunications License Agreement* effective November 13, 2013, and that certain *Third Amendment to Rooftop Telecommunications License Agreement* effective October 31, 2018 (collectively, the “Spectrum License Agreement”); provided, however, such assignment shall not be effective unless and until COP Spectrum Center, LLC consents to such assignment. NTECC agrees to assume all of Addison’s rights, duties, and obligations pursuant to the Spectrum License Agreement as of the latter of the Effective Date of this Addendum or the date COP Spectrum Center, LLC consents to the assignment of the Spectrum License Agreement to NTECC. The license fee and other charges paid by NTECC to COP Spectrum Center, LLC, its successors and assigns pursuant to the Spectrum License Agreement, as amended from time to time, shall be reimbursed to NTECC by Addison as an additional costs added to Addison’s share of NTECC’s annual budget and paid pursuant to the Operations Agreement. Fees and other charges paid by NTECC relating to the Spectrum License Agreement shall not be allocated to Carrollton, Coppell and/or Farmers Branch as a Shared Cost pursuant to Section 4.03 of the Operations Agreement or Section 3.09 of the Radio System Agreement.

**1.5 Payments for SMA:** The Parties acknowledge that all payments required to be made prior to the Effective Date pursuant to Section 3.05 of the Radio System Agreement with respect to the SMA, including (i) the payments by Farmers Branch to Harris and (ii) the payments due from Addison, Carrollton and Coppell to Farmers Branch, have been made such that no additional payment will be due prior to October 1, 2020. In accordance with Section 4.03 of the Operations Agreement, the Parties reaffirm their agreement that amounts due from the Cities to Harris relating to the SMA after the Effective Date will be (i) paid by NTECC, (ii) included in NTECC’s Annual Expense Budget for the fiscal year beginning October 1, 2020, and for each fiscal year thereafter

**Resolution No. 2020-\_\_\_\_**  
**Exhibit “A”**

until the System Maintenance Agreement is terminated, and (ii) paid by the Cities as part of their respective shares of NTECC’s Annual Expense Budget.

**Article II**  
**Radio System Operations**

**2.1 Cooperation Regarding Installation, etc.; Mutual Right of Entry.** Each Party agrees to reasonably cooperate with NTECC, its employees, officers, agents, and contractors (including Harris) with respect to the installation, operation, and maintenance of the System and to take such actions that are reasonable and necessary to ensure that Harris is able to timely perform its obligations under the SPA and SMA. Each City hereby grants to NTECC, its employees, agents, and contractors (including Harris) the right to enter those portions of each City’s property on which is located any component of the System for the purpose of securing the installation, repair, operation, and/or maintenance of the System. Each City further agrees to grant NTECC and Harris and their respective employees, agents, and/or subcontractors entry onto the City’s property for the purpose of installing and, as long as the SMA is in effect, operating, repairing, and maintaining the System. Notwithstanding the foregoing, each City may enforce reasonable and necessary security measures with respect to access to the City’s facilities (including, without limitation, requirements that reasonable notice be given prior to such access) to the extent necessary to protect the City’s property or facilities, the health and safety of the City’s employees, residents, citizens, and/or businesses, or to comply with applicable state and/or federal laws and/or regulations. In the event access to a City’s particular facility or property requires an escort, the City on whose property the System component is located shall provide, at said City’s sole cost, an employee or other authorized person for such escort within a reasonable time after the request for an escort is received. Nothing herein shall be construed as granting a City or NTECC any interest in real property owned by a City merely because a Shared Component of the System is located on or attached to the real property of one of the Cities.

**2.2 Contractor Insurance.** The Parties acknowledge that Section 12 of the SPA and Section 6.6 of the SMA set forth certain agreements with respect to the requirement of Harris to procure, and require its subcontractors to procure, insurance when performing work on a City’s property which remain in full force and effect as of the Effective Date. With respect to any contractors engaged by NTECC to perform work with respect to the System on a City’s property, prior to entry onto the City’s property, NTECC shall require such contractor to comply with the following:

- A.** NTECC’s contractor shall obtain and at all times during the period in which the contractor is performing work on the City’s property, keep in full force and effect:
  - (1) Commercial General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 per aggregate for bodily injury and property damage, which coverage shall include, without limitation, contractual liability (covering, but not limited to, the liability assumed under the indemnification provisions of this Addendum) and products/completed operations (\$1,000,000 products/ completed operations aggregate). Coverage for products/completed operations must be maintained for at least two (2) years after the work has been completed;

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- (2) If not covered under the Commercial General Liability policy described in paragraph (1), above, auto liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage;
  - (3) Worker's Compensation at Statutory Limits, including Employer's Liability coverage at minimum limits of \$1,000,000 each occurrence/accident; \$1,000,000 by disease each occurrence, and \$1,000,000 by disease aggregate;
- B. All policies shall be issued by a company or companies authorized to do business in the State of Texas and with a Best rating of no less than A:VII. Coverage afforded shall apply as primary;
- C. All policies shall provide not less than thirty (30) days advance notice of cancellation, nonrenewal, or a change in coverage limits below the required minimum amounts; provided, however, notice of cancellation based on non-payment shall be given within the maximum time allowed by law;
- D. Except for the Workers Compensation and Employers' Liability Insurance, all policies shall be endorsed to name the NTECC and the City or Cities on whose property the work will be performed, as additional insureds;
- E. All policies shall be endorsed to waive subrogation against NTECC and the City or Cities on whose property the work will be performed; and
- F. Prior to entering onto the property where the work is to be performed, NTECC's contractor shall furnish the City or Cities on whose property the work will be performed with a Certificate of Insurance showing the required insurance coverage and endorsements have been purchased and are in effect. Such insurance shall be on a Per Occurrence and not a Claims-Made basis. NTECC's contractor shall maintain coverage for the duration of the work and for two years following the completion of this work. All insurance must be written on forms filed with and approved by the Texas Department of Insurance.

The Parties agree that each City, acting at its sole option and through its City Manager or designee, may modify or waive any and all requirements contained in this Section 2.2, such modification or waiver to be in writing only and signed by the City Manager or the City Manager's designee. Such modification or waiver may include or be limited to a reduction in the amount of coverage required above.

**2.3 Indemnification:** Unless different language is approved by NTECC's Executive Director and General Counsel and the City Manager(s) and City Attorney(s) of the City or Cities on whose property the work will be conducted, NTECC shall require the contractor performing work on a City's property to agree with the following indemnification clause:

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**[Contractor]** shall be responsible for and agrees to indemnify, hold harmless and defend the NTECC and *[insert name(s) of the City or Cities where the work will be performed]* and their respective governing bodies, boards, commissions, agencies, officers and employees (collectively “the Indemnified Parties”) from and against all liability, losses, damages, harm, judgments, proceedings, suits, liens, penalties, fines, fees (including reasonable attorneys’ fees), costs or expenses which the Indemnified Parties (or any of them) may sustain, incur or be required to pay by reason of third party claims, demands and/or causes of action for damages resulting from personal injuries, loss of life or damage to or destruction of tangible property, (collectively “Claims”) resulting from, caused by, or relating to the willful misconduct or negligent acts or omissions, of **[Contractor]** or of any of **[Contractor’s]** officers, agents, employees, or subcontractors, in performance of or otherwise in connection with this Agreement. However, **[Contractor’s]** liability under this *[clause/section/paragraph]* shall be reduced by that portion of the total amount of the Claims (excluding defense fees and costs) equal to the Indemnified Parties’ proportionate share of the gross negligence, or conduct that would give rise to strict liability of any kind, that caused the Claim. Likewise, **[Contractor’s]** liability for the Indemnified Parties’ defense costs and attorneys’ fees shall be reduced by that portion of the defense costs and attorneys’ fees equal to the Indemnified Parties’ proportionate share of the gross negligence or conduct that would give rise to strict liability of any kind, that caused the loss.

**2.4 FCC Licenses; Frequency Assignment.** Carrollton and Coppell agree that during the Term of this Addendum, the Parties shall be jointly authorized to use the FCC Licenses (as defined in the Radio System Agreement) for the purpose of communicating through the System without compensation to Carrollton or Coppell. The NTECC Executive Director, subject to the approval of the System Operations Committee (as described in Section 4.03.B. of the Radio System Agreement), which approval shall not be unreasonably withheld or delayed, shall allocate and assign to each City the frequency or frequencies that the City will use for transmitting and receiving radio communications with the respective City’s police, fire, and such other departments of the respective Cities as may be determined by the System Operations Committee and the frequency to be used for inter-agency communications among the departments of the respective Cities using the System.

**2.5 System Maintenance Administration.** Upon the Effective Date, notwithstanding Section 4.02 of the Radio System Agreement, NTECC shall assume all duties and obligations for the management and administration of the maintenance and repair of the Shared Components of the System. At no time after the Effective Date shall any of the Cities, its officers, employees, agents, or contractors seek to access, repair, maintain, move, relocate, or remove any Shared Component of the System without the prior written consent of NTECC’s Executive Director or designee. NTECC’s Executive Director or designee shall provide reasonable and timely notice to the Fire Chief and Police Chief of each City (or their respective designee) of any scheduled System maintenance or repair work that will result in an interruption of use of the System for Public Safety Communications. In the event of any unscheduled maintenance and/or repair of the System which

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NTECC finds must be performed in order to (i) avoid any interruption in use of or (ii) restore operation of, the System for Public Safety Communications, NTECC shall provide of such work to the Cities' Fire and Police Chiefs (or their respective designees) as soon as practicable after NTECC becomes aware of the need to conduct such maintenance or repair.

**2.6 Governance Committees.** The Parties agree as follows with respect to the System Executive Committee and System Operations Committee established pursuant to Section 4.03 of the Radio System Agreement:

- A. The System Executive Committee is hereby dissolved, and the authority, duties, and obligations of the System Executive Committee shall be assumed by the NTECC Board of Directors.
- B. Section 4.03.B. of the Radio System Agreement relating to the System Operations Committee shall be read as if "System Executive Committee" reads as "NTECC Board of Directors."

**Article III**  
**Miscellaneous Provisions**

**3.1 Relation to Operations Agreement.** This Addendum shall constitute additional terms and conditions to the Operations Agreement. Except to the extent modified by this Addendum, the Operations Agreement remains in full force and effect, and the terms of the Operations Agreement shall be applicable and govern this Addendum as if fully set forth herein.

**3.2 Effective Date.** This Addendum shall become effective on May 1, 2020.

*Signatures on Following Page*

**Resolution No. 2020-\_\_\_\_**  
**Exhibit "A"**

***Town of Addison Signature Page***

SIGNED AND AGREED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

TOWN OF ADDISON

By: \_\_\_\_\_  
Wesley Pierson, City Manager

ATTEST:

\_\_\_\_\_  
Irma Parker, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Brenda McDonald, City Attorney

**Resolution No. 2020-\_\_\_\_**  
**Exhibit "A"**

*City of Carrollton Signature Page*

SIGNED AND AGREED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF CARROLLTON

By: \_\_\_\_\_  
Erin Rinehart, City Manager

ATTEST:

\_\_\_\_\_  
Laurie Wilson, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Meredith A. Ladd, City Attorney



*City of Coppell Signature Page*

SIGNED AND AGREED this 6th day of April, 2020.

CITY OF COPPELL

By: 

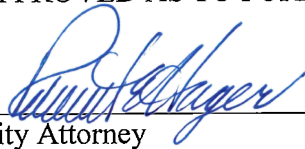
Michael Land, City Manager

ATTEST:



Christel Pettinos, City Secretary

APPROVED AS TO FORM:

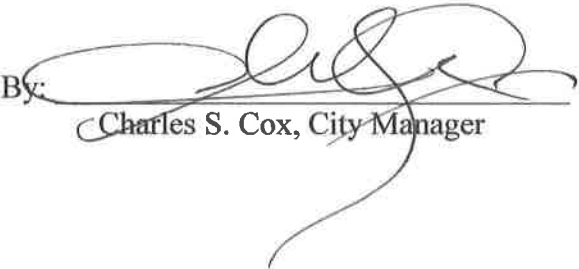


City Attorney

*City of Farmers Branch Signature Page*

SIGNED AND AGREED this 30<sup>th</sup> day of April, 2020.

CITY OF FARMERS BRANCH

By:   
Charles S. Cox, City Manager

ATTEST:

  
Amy Piukana, City Secretary

APPROVED AS TO FORM:

Peter G. Smith  
Peter G. Smith, City Attorney

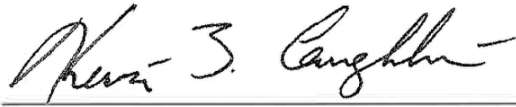
*NTECC Signature Page*

SIGNED AND AGREED this 1<sup>st</sup> day of May, 2020.

**NORTH TEXAS EMERGENCY  
COMMUNICATIONS CENTER, INC.**

By:   
Terry Goswick, Executive Director

APPROVED AS TO FORM:

  
Kevin B. Laughlin, General Counsel

**Resolution No. 2020-\_\_\_\_**

**Exhibit "A"**

**Consent to Assignment by L3Harris Technologies, Inc.**

On the date indicated below, L3Harris Technologies, Inc. (successor by merger to Harris Corporation), does hereby consent to the assignment of the Harris Agreements, as defined in this Agreement, by Farmers Branch to NTECC in accordance with Section 1.1 of the Agreement.

SIGNED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2020.

L3HARRIS TECHNOLOGIES, INC.

By: \_\_\_\_\_  
Christopher W. Chaffee, Director/Contracts  
L3Harris Technologies, Inc.,  
Communication Systems Segment

EXHIBIT A

LIST OF CHANGE ORDERS AND AMENDMENTS TO HARRIS AGREEMENTS

The following constitute the Amendments and Change Orders to the *System Purchase Agreement* dated June 27, 2013, between Harris Corporation and the City of Farmers Branch, Texas:

A. Amendments:

1. *First Amendment to the System Purchase Agreement* dated April 8, 2014
2. *Second Amendment to the System Purchase Agreement* dated March 16, 2015
3. *Third Amendment to the System Purchase Agreement* dated May 11, 2015
4. *Fourth Amendment to the System Purchase Agreement* dated March 14, 2018

B. Change Orders to System Purchase Agreement:

1. Change Order 1 dated October 23, 2013.
2. Change Order 2 dated February 18, 2014
3. Change Order 3 dated March 20, 2014
4. Change Order 4 dated March 20, 2014
5. Change Order 5 dated April 24, 2014
6. Change Order 6 dated May 8, 2014
7. Change Order 7 dated May 30, 2014
8. Change Order 8 dated June 11, 2014
9. Change Order 9 dated June 27, 2014
10. Change Order 10 dated April 21, 2015
11. Change Order 11 dated September 16, 2015

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## Exhibit "A"

EXHIBIT B  
INVENTORY OF SHARED COMPONENTS

serial number	name	asset tag	manufacturer	model	location	description
16022781-38-A	HOFFMAN PENTAIR C703626g100	522	Hoffman	PENTAIR C703626g100	Wagon Wheel	OUTSIDE CAB7
523	CD Technologies UPS Battery TEL 12-125-BST	523	CD Technologies	TEL 12-125-BST	Wagon Wheel	CAB7
524	CD Technologies UPS Battery TEL 12-125-BST	524	CD Technologies	TEL 12-125-BST	Wagon Wheel	CAB7
525	CD Technologies UPS Battery TEL 12-125-BST	525	CD Technologies	TEL 12-125-BST	Wagon Wheel	CAB7
526	CD Technologies UPS Battery TEL 12-125-BST	526	CD Technologies	TEL 12-125-BST	Wagon Wheel	CAB7
QC1347A0063	ALCATEL 9500 MPT	527	ALCATEL	9500 MPT	Wagon Wheel	CAB7
QC1347A0064	ALCATEL 9500 MPT	528	ALCATEL	9500 MPT	Wagon Wheel	CAB7
VG11640614	ALCATEL 9500 MPR CHASSIS	529	ALCATEL	9500 MPR CHASSIS	Wagon Wheel	CAB7
41604	VOIP ORDERWIRE-PK-216-DW	530	VOIP	ORDERWIRE D-PK-216DW	Wagon Wheel	CAB7
138405256273	WESTELL N250120-N-L9	531	Westell	N250120-N-L9	Wagon Wheel	CAB7
532	CD TECHNOLOGIES SAGEON POWER PLANT CHASSIS	532	CD Technologies	SAGEON POWER PLANT CHASSIS	Wagon Wheel	CAB7
533	RFS AIR PRESSURE UNIT	533	RFS	APU	Wagon Wheel	CAB7
534	RFS AIR VALVE P/N 920204	534	RFS	AIR VALVE P/N 920204	Wagon Wheel	CAB7
fcq1737x54e	CISCO 2960 CATALYST SWITCH	535	Cisco	2960 CATALYST SWITCH	Wagon Wheel	CAB2
fcq1737x5d	CISCO 2960 CATALYST SWITCH	536	Cisco	2960 CATALYST SWITCH	Wagon Wheel	CAB2
CMMHF10ARA	CISCO 1921 ROUTER	537	Cisco	1921 ROUTER	Wagon Wheel	CAB2
538	S&P NS2-0000-08 AIR UNIT	538	S&P	NS2-0000-08 AIR UNIT	Wagon Wheel	CAB6
bg810011	EATON UPS 9170- CHASSIS	539	Eaton	9170- CHASSIS	Wagon Wheel	CAB5
542	HARRIS GPS BACK MOUNT BOARD	542	Harris	GPS BACK MOUNT BOARD	Wagon Wheel	CAB4
543	EATON UPS BYPASS SWITCH	543	Eaton	BYPASS SWITCH	Wagon Wheel	CAB5
nd134366078	ALCATEL 7705 SAR-8	544	ALCATEL	7705 SAR-8	Wagon Wheel	CAB4
fd01828q1rm	CISCO 3650 CATALYST SWITCH	545	Cisco	3650 CATALYST SWITCH	Wagon Wheel	CAB4- COPPELL CAMERAS SYSTEM
547	HARRIS MASTR V CHASSIS W/ 14 SLOTS	547	Harris	MASTR V CHASSIS W/ 14 SLOTS	Wagon Wheel	CAB4
fcq1737x5d	CISCO 2960 CATALYST SWITCH	548	Cisco	2960 CATALYST SWITCH	Wagon Wheel	CAB4
550	HARRIS MASTR V FAN UNIT	550	Harris	MASTR V FAN UNIT	Wagon Wheel	CAB4
551	HARRIS POWER SUPPLY CHASSIS	551	Harris	POWER SUPPLY CHASSIS	Wagon Wheel	CAB4
552	HARRIS ANTENNA UNIT	552	Harris	ANTENNA	Wagon Wheel	CAB3
553	S&P NS2-0000-08 AIR UNIT	553	S&P	NS2-0000-08 AIR UNIT	Wagon Wheel	CAB3
554	dbspectra Repair W Chassis DSCC85-100 WITH 30 FREQUENCY UNITS	554	DB Spectra	DSCC85-100	Wagon Wheel	CAB3
1000071015	HARRIS NETWORK SENTRY	555	Harris	NETWORK SENTRY	Wagon Wheel	CAB2
556	BIRD TECHNOLOGIES TTA SYSTEM CONTROL UNIT	556	BIRD TECHNOLOGIES	TTA SYSTEM CONTROL UNIT	Wagon Wheel	CAB2
557	HARRIS MASTR V CHASSIS W/ 14 SLOTS	557	Harris	MASTR V CHASSIS W/ 14 SLOTS	Wagon Wheel	CAB2
558	HARRIS MASTR V CHASSIS W/ 14 SLOTS	558	Harris	MASTR V CHASSIS W/ 14 SLOTS	Wagon Wheel	CAB2
559	HARRIS POWER SUPPLY CHASSIS	559	Harris	POWER SUPPLY CHASSIS	Wagon Wheel	CAB2
5646	HARRIS SECURE SYNC NETCLOCK	560	Harris	SECURE SYNC NETCLOCK	Wagon Wheel	CAB2
3898	HARRIS SECURE SYNC NETCLOCK	561	Harris	SECURE SYNC NETCLOCK	Wagon Wheel	CAB2
562	HARRIS POWER SUPPLY CHASSIS	562	Harris	POWER SUPPLY CHASSIS	Wagon Wheel	CAB4
563	HARRIS CROSSCONNECT PANEL CB22693	563	Harris	CROSSCONNECT PANEL CB22693	Wagon Wheel	CAB2
564	NS STANDARD CROSSCONNECT PANEL CM21874-03	564	NS Standard	CROSSCONNECT PANEL CM21874-03	Wagon Wheel	CAB2
565	HARRIS POWER SUPPLY CHASSIS	565	Harris	POWER SUPPLY CHASSIS	Wagon Wheel	CAB2
566	HARRIS POWER SUPPLY CHASSIS	566	Harris	POWER SUPPLY CHASSIS	Wagon Wheel	CAB2
567	HARRIS POWER SUPPLY CHASSIS	567	Harris	POWER SUPPLY CHASSIS	Wagon Wheel	CAB2
568	HARRIS POWER SUPPLY CHASSIS	568	Harris	POWER SUPPLY CHASSIS	Wagon Wheel	CAB2
569	HARRIS POWER SUPPLY CHASSIS	569	Harris	POWER SUPPLY CHASSIS	Wagon Wheel	CAB2
570	HARRIS POWER SUPPLY CHASSIS	570	Harris	POWER SUPPLY CHASSIS	Wagon Wheel	CAB2
571	HARRIS POWER SUPPLY CHASSIS	571	Harris	POWER SUPPLY CHASSIS	Wagon Wheel	CAB2
16022697-37-A	HOFFMAN PENTAIR C703626g100	572	Hoffman	PENTAIR C703626g100	Wagon Wheel	OUTSIDE CAB1
8470262	GENERAC GENERATOR UNIT MODEL SD0050AG163	573	Generac	SD0050AG163	Wagon Wheel	OUTSIDE THE WATER TOWER
16022699-37-A	HOFFMAN PENTAIR C703626g100	574	Hoffman	PENTAIR C703626g100	Farmers Branch 1	OUTSIDE CAB7
16022699-37-A	HOFFMAN PENTAIR C703626g100	575	Hoffman	PENTAIR C703626g100	Farmers Branch 1	OUTSIDE CAB1
tu12180F0082237	CD Technologies UPS Battery TEL 12-180F-BST	576	CD Technologies	TEL 12-180F-BST	Farmers Branch 1	CAB7
tu12180F0082250	CD Technologies UPS Battery TEL 12-180F-BST	577	CD Technologies	TEL 12-180F-BST	Farmers Branch 1	CAB7
tu12180F0082254	CD Technologies UPS Battery TEL 12-180F-BST	578	CD Technologies	TEL 12-180F-BST	Farmers Branch 1	CAB7
13b406258848	WESTELL N250120-N-L9	580	Westell	N250120-N-L9	Farmers Branch 1	CAB6
581	RFS AIR VALVE P/N 920204	581	RFS	AIR VALVE P/N 920204	Farmers Branch 1	CAB6
582	ALCATEL 9500 MPR CHASSIS	582	ALCATEL	9500 MPR CHASSIS	Farmers Branch 1	CAB6
583	ALCATEL 9500 MPR CHASSIS	583	ALCATEL	9500 MPR CHASSIS	Farmers Branch 1	CAB6
43599	VOIP ORDERWIRE-PK-216-DW	584	VOIP	ORDERWIRE D-PK-216DW	Farmers Branch 1	CAB6
585	CD TECHNOLOGIES SAGEON POWER PLANT CHASSIS	585	CD Technologies	SAGEON POWER PLANT CHASSIS	Farmers Branch 1	CAB6
586	RFS AIR PRESSURE UNIT	586	RFS	APU	Farmers Branch 1	CAB6
587	ALCATEL 9500 MPT	587	ALCATEL	9500 MPT	Farmers Branch 1	CAB6
588	ALCATEL 9500 MPT	588	ALCATEL	9500 MPT	Farmers Branch 1	CAB6
589	HARRIS INTEROPERABILITY GATEWAY	589	Harris	INTEROPERABILITY GATEWAY	Farmers Branch 1	CAB5
8G321T0023	EATON UPS 9170- CHASSIS ASY-0612	590	Eaton	UPS 9170- CHASSIS ASY-0612	Farmers Branch 1	CAB5
591	S&P NS2-0000-08 AIR UNIT	591	S&P	NS2-0000-08 AIR UNIT	Farmers Branch 1	CAB5
1545T00145	MOTOROLA DESKTRAC RADIO UNIT LS15SUM700B	592	Motorola	DESKTRAC RADIO UNIT LS15SUM700B	Farmers Branch 1	CAB5
593	dbspectra AMPLIFIER 901035-002	593	DB Spectra	901035-002	Farmers Branch 1	CAB5
594	dbspectra AMPLIFIER HC118P2-046	594	DB Spectra	HC118P2-046	Farmers Branch 1	CAB5
595	dbspectra AMPLIFIER 901035-002	595	DB Spectra	901035-002	Farmers Branch 1	CAB5
bg8100008	EATON UPS 9170- CHASSIS	596	Eaton	9170- CHASSIS	Farmers Branch 1	CAB4
fcq1735x3kv	CISCO 2960 CATALYST SWITCH	597	Cisco	2960 CATALYST SWITCH	Farmers Branch 1	CAB1
fcq1736x0k5	CISCO 2960 CATALYST SWITCH	598	Cisco	2960 CATALYST SWITCH	Farmers Branch 1	CAB1
af0217408268	CISCO 1921 ROUTER	599	Cisco	1921 ROUTER	Farmers Branch 1	CAB1
600	BIRD TECHNOLOGIES TTA SYSTEM CONTROL UNIT	600	BIRD TECHNOLOGIES	TTA SYSTEM CONTROL UNIT	Farmers Branch 1	CAB1
601	HARRIS SECURE SYNC NETCLOCK	601	Harris	SECURE SYNC NETCLOCK	Farmers Branch 1	CAB1
602	HARRIS SECURE SYNC NETCLOCK	602	Harris	SECURE SYNC NETCLOCK	Farmers Branch 1	CAB1
603	RECEIVE FILTER PANEL	603	unknown	RECEIVE FILTER PANEL	Farmers Branch 1	CAB1
604	HARRIS NETWORK SENTRY	604	Harris	NETWORK SENTRY	Farmers Branch 1	CAB1
605	HARRIS MASTR V CHASSIS W/ 14 SLOTS	605	Harris	MASTR V CHASSIS W/ 14 SLOTS	Farmers Branch 1	CAB1
606	HARRIS MASTR V CHASSIS W/ 14 SLOTS	606	Harris	MASTR V CHASSIS W/ 14 SLOTS	Farmers Branch 1	CAB1
607	HARRIS POWER SUPPLY CHASSIS	607	Harris	POWER SUPPLY CHASSIS	Farmers Branch 1	CAB1
608	HARRIS POWER SUPPLY CHASSIS	608	Harris	POWER SUPPLY CHASSIS	Farmers Branch 1	CAB1
609	HARRIS POWER SUPPLY CHASSIS	609	Harris	POWER SUPPLY CHASSIS	Farmers Branch 1	CAB1
610	HARRIS POWER SUPPLY CHASSIS	610	Harris	POWER SUPPLY CHASSIS	Farmers Branch 1	CAB1
611	HARRIS POWER SUPPLY CHASSIS	611	Harris	POWER SUPPLY CHASSIS	Farmers Branch 1	CAB1
612	HARRIS POWER SUPPLY CHASSIS	612	Harris	POWER SUPPLY CHASSIS	Farmers Branch 1	CAB1
613	HARRIS POWER SUPPLY CHASSIS	613	Harris	POWER SUPPLY CHASSIS	Farmers Branch 1	CAB1
614	HARRIS POWER SUPPLY CHASSIS	614	Harris	POWER SUPPLY CHASSIS	Farmers Branch 1	CAB1
615	dbspectra Repair W Chassis DSCC85-100 WITH 30 FREQUENCY UNITS	615	DB Spectra	DSCC85-100	Farmers Branch 1	CAB2
fcq1737x516	CISCO 2960 CATALYST SWITCH	616	Cisco	2960 CATALYST SWITCH	Farmers Branch 1	CAB3
617	HARRIS MASTR V FAN UNIT	617	Harris	MASTR V FAN UNIT	Farmers Branch 1	CAB3
618	HARRIS MASTR V CHASSIS W/ 14 SLOTS	618	Harris	MASTR V CHASSIS W/ 14 SLOTS	Farmers Branch 1	CAB3
619	HARRIS POWER SUPPLY CHASSIS	619	Harris	POWER SUPPLY CHASSIS	Farmers Branch 1	CAB3
620	HARRIS POWER SUPPLY CHASSIS	620	Harris	POWER SUPPLY CHASSIS	Farmers Branch 1	CAB3
nd134867606	ALCATEL 7705 SAR-8 CHASSIS WITH 8 SLOTS	621	ALCATEL	7705 SAR-8 CHASSIS WITH 8 SLOTS	Farmers Branch 1	CAB3
622	NS STANDARD CROSSCONNECT PANEL CM21874-03	622	NS Standard	CROSSCONNECT PANEL CM21874-03	Farmers Branch 1	CAB1
623	HARRIS CROSSCONNECT PANEL CB22693	623	Harris	CROSSCONNECT PANEL CB22693	Farmers Branch 1	CAB1
624	S&P NS2-0000-08 AIR UNIT	624	S&P	NS2-0000-08 AIR UNIT	Farmers Branch 1	CAB2
625	MOTOROLA RADIO UNIT	625	Motorola	RADIO	Farmers Branch 1	CAB2
626	MOTOROLA MTR2000 STORM SIREN UNIT	626	Motorola	MTR2000 STORM SIREN UNIT	Farmers Branch 1	CAB2
628	HARRIS RADIO UNIT	628	Harris	RADIO UNIT	Farmers Branch 1	CAB2
629	HARRIS RADIO UNIT	629	Harris	RADIO UNIT	Farmers Branch 1	CAB2
630	HARRIS RADIO UNIT	630	Harris	RADIO UNIT	Farmers Branch 1	CAB2
8470262-631	GENERAC GENERATOR UNIT MODEL SD0050AG163	631	Generac	SD0050AG163	Farmers Branch 1	OUTSIDE FENCED AREA
632	CD Technologies UPS Battery TEL 12-125-BST	632	CD Technologies	TEL 12-125-BST	Farmers Branch 2	CAB8
633	CD Technologies UPS Battery TEL 12-125-BST	633	CD Technologies	TEL 12-125-BST	Farmers Branch 2	CAB8
634	CD Technologies UPS Battery TEL 12-125-BST	634	CD Technologies	TEL 12-125-BST	Farmers Branch 2	CAB8
635	CD Technologies UPS Battery TEL 12-125-BST	635	CD Technologies	TEL 12-125-BST	Farmers Branch 2	CAB8
16023252-38-A	HOFFMAN PENTAIR C703626g100	636	Hoffman	PENTAIR C703626g100	Farmers Branch 2	OUTSIDE CAB8
13b406258841	WESTELL N250120-N-L9	637	Westell	N250120-N-L9	Farmers Branch 2	CAB8
638	RFS AIR VALVE P/N 920204	638	RFS	AIR VALVE P/N 920204	Farmers Branch 2	CAB8
qc1343a0105	ALCATEL 9500 MPT	639	ALCATEL	9500 MPT	Farmers Branch 2	CAB8
qc134740098	ALCATEL 9500 MPT	640	ALCATEL	9500 MPT	Farmers Branch 2	CAB8
VG11640617	ALCATEL 9500 MPR CHASSIS	641	ALCATEL	9500 MPR CHASSIS	Farmers Branch 2	CAB8
643	CD TECHNOLOGIES SAGEON POWER PLANT CHASSIS	643	CD Technologies	SAGEON POWER PLANT CHASSIS	Farmers Branch 2	CAB8
644	RFS AIR PRESSURE UNIT	644	RFS	APU	Farmers Branch 2	CAB8
645	SPECTRACOM SECURE SYNC NETCLOCK	645	SpectraCom	NETCLOCK	Farmers Branch 2	CAB7
jmx174440ge	CISCO ASA 5505 FIREWALL	646	Cisco	ASA 5505 FIREWALL	Farmers Branch 2	CAB7

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Exhibit "A"

647	CISCO 2911 ROUTER	647	Cisco	2911 ROUTER	Farmers Branch 2	CAB7
fbcl744a18a	cisco2921/19 v08	648	Cisco	2921 ROUTER	Farmers Branch 2	CAB7
f6c1734jgsk	CISCO 2300 POWER SYSTEM C3K-PWR-750WAC	649	Cisco	2300 POWER SYSTEM C3K-PWR-750W	Farmers Branch 2	CAB7
f6c2115v1ag	CISCO UCS C220 M4	650	Cisco	UCS C220 M4	Farmers Branch 2	CAB7
23239atczb839000217	TRIPP/LITE KVM 8020-008-17	651	Tripp/Lite	KVM 8020-008-17	Farmers Branch 2	CAB7
652	UNITTENDS RECOVERY-712	652	UnitTrends	RECOVERY-712	Farmers Branch 2	CAB7
3gb3136a300056	NETGEAR READYNAS EXACOM	653	NetGear	READYNAS	Farmers Branch 2	CAB7
shfrms6000770265	NETAPP	654	NETAPP	NETAPP	Farmers Branch 2	CAB7
5G98BQ21	EXACOM CHASSIS	655	Exacom	CHASSIS	Farmers Branch 2	CAB7
NS134867642	ALCATEL 7705 SAR-8	656	ALCATEL	7705 SAR-8	Farmers Branch 2	CAB7
657	HARRIS CROSSCONNECT PANEL CM21874	657	Harris	CROSSCONNECT PANEL CM21874	Farmers Branch 2	CAB1
658	HARRIS GPS RACK MOUNT BOARD	658	Harris	GPS RACK MOUNT BOARD	Farmers Branch 2	CAB1
fbcl740826e	CISCO 1921 ROUTER	659	Cisco	1921 ROUTER	Farmers Branch 2	CAB1
660	BIRD TECHNOLOGIES TTA SYSTEM CONTROL UNIT	660	BIRD TECHNOLOGIES	TTA SYSTEM CONTROL UNIT	Farmers Branch 2	CAB1
fcql737v5d1	CISCO 2960 CATALYST SWITCH	661	Cisco	2960 CATALYST SWITCH	Farmers Branch 2	CAB1
fcql732v4pw	CISCO 2960 CATALYST SWITCH	662	Cisco	2960 CATALYST SWITCH	Farmers Branch 2	CAB1
663	HARRIS MASTR V CHASSIS W/ 14 SLOTS	663	Harris	MASTR V CHASSIS W/ 14 SLOTS	Farmers Branch 2	CAB1
664	HARRIS MASTR V CHASSIS W/ 14 SLOTS	664	Harris	MASTR V CHASSIS W/ 14 SLOTS	Farmers Branch 2	CAB1
665	HARRIS POWER CHASSIS	665	Harris	POWER CHASSIS	Farmers Branch 2	CAB1
666	HARRIS POWER CHASSIS	666	Harris	POWER CHASSIS	Farmers Branch 2	CAB1
667	HARRIS POWER CHASSIS	667	Harris	POWER CHASSIS	Farmers Branch 2	CAB1
668	HARRIS POWER CHASSIS	668	Harris	POWER CHASSIS	Farmers Branch 2	CAB1
669	HARRIS POWER CHASSIS	669	Harris	POWER CHASSIS	Farmers Branch 2	CAB1
670	HARRIS POWER CHASSIS	670	Harris	POWER CHASSIS	Farmers Branch 2	CAB1
671	HARRIS POWER CHASSIS	671	Harris	POWER CHASSIS	Farmers Branch 2	CAB1
672	HARRIS POWER CHASSIS	672	Harris	POWER CHASSIS	Farmers Branch 2	CAB1
H41545001-2	dB Spectra Repair W Chassis DSCC85-10D WITH 10 FREQUENCY UNITS	673	DB Spectra	DSCC85-10D	Farmers Branch 2	CAB2
fcql737v5d8	CISCO 2960	674	Cisco	2960 CATALYST SWITCH	Farmers Branch 2	CAB2
675	HARRIS MASTR V FAN UNIT	675	Harris	MASTR V FAN UNIT	Farmers Branch 2	CAB3
676	HARRIS MASTR V CHASSIS W/ 14 SLOTS	676	Harris	MASTR V CHASSIS W/ 14 SLOTS	Farmers Branch 2	CAB3
677	HARRIS POWER CHASSIS	677	Harris	POWER CHASSIS	Farmers Branch 2	CAB3
678	HARRIS POWER CHASSIS	678	Harris	POWER CHASSIS	Farmers Branch 2	CAB3
bg3810010	EATON 9170- CHASSIS	679	Eaton	9170- CHASSIS	Farmers Branch 2	CAB4
BG3E5T0004	EATON UPS 9170- CHASSIS	680	Eaton	9170- CHASSIS	Farmers Branch 2	CAB5
681	AIR PRESSURE REGULATOR UNIT	681		AIR PRESSURE REGULATOR UNIT	Farmers Branch 2	CAB5
682	HARRIS NETWORK SENTRY	682	Harris	NETWORK SENTRY	Farmers Branch 2	CAB6
683	SITEPRO CONTROLLER UNIT MME P25	683	SitePro	MME P25	Farmers Branch 2	CAB6
684	HARRIS SECURE SYNC NETCLOCK	684	Harris	SECURE SYNC NETCLOCK	Farmers Branch 2	CAB6
685	HARRIS SECURE SYNC NETCLOCK	685	Harris	SECURE SYNC NETCLOCK	Farmers Branch 2	CAB6
686	HARRIS MASTR V FAN UNIT	686	Harris	MASTR V FAN UNIT	Farmers Branch 2	CAB6
687	HARRIS MASTR V CHASSIS W/ 14 SLOTS	687	Harris	MASTR V CHASSIS W/ 14 SLOTS	Farmers Branch 2	CAB6
fbcl741a1pg	CISCO 2921	688	Cisco	2921 ROUTER	Farmers Branch 2	CAB6
689	HARRIS CROSSCONNECT PANEL CB22693	689	Harris	CROSSCONNECT PANEL CB22693	Farmers Branch 2	CAB6
690	HARRIS GPS RACK MOUNT BOARD	690	Harris	GPS RACK MOUNT BOARD	Farmers Branch 2	CAB6
691	HARRIS AC POWER SUPPLY CHASSIS	691	Harris	AC POWER SUPPLY CHASSIS	Farmers Branch 2	CAB6
ORW443592	VOIP ORDERWIRE-DK-2160W	692	VOIP	ORDERWIRE-DK-2160W	Farmers Branch 2	CAB8
693	UNITTENDS RECOVERY ARCHIVE	693	UnitTrends	RECOVERY ARCHIVE	Farmers Branch 2	CAB7
9NBH8Z1	DELL SERVER	694	Dell	DELL SERVER	Farmers Branch 2	CAB7
695	HARRIS SECURE SYNC NETCLOCK	695	Harris	SECURE SYNC NETCLOCK	Farmers Branch 2	CAB1
696	HARRIS SECURE SYNC NETCLOCK	696	Harris	SECURE SYNC NETCLOCK	Farmers Branch 2	CAB1
697	HARRIS GPS RACK MOUNT BOARD	697	Harris	GPS RACK MOUNT BOARD	Farmers Branch 2	CAB3
698	AIR PRESSURE REGULATOR UNIT	698		AIR PRESSURE REGULATOR UNIT	Farmers Branch 2	CAB2
p0248101000113664443210294	HARRIS TRANSMISSION FILTER WITH DPM	699	Harris	TRANSMISSION FILTER WITH DPM	Farmers Branch 2	CAB2
700	HARRIS NETWORK SENTRY	700	Harris	NETWORK SENTRY	Farmers Branch 2	CAB1
16021251-3B-a	HOFFMAN PONTAIR C200426g100	701	Hoffman	PONTAIR C200426g100	Farmers Branch 2	CAB1
8555211	GENERIC GENERATOR SDO050AG163	702	Generic	SDO050AG163	Farmers Branch 2	OUTSIDE
hy1602410341	ROHS GPS RACK MOUNT BOARD	705	ROHS	GPS RACK MOUNT BOARD	Josely Water Tower	
fcql732v4vj	CISCO 2960 ROUTER	706	Cisco	2960 CATALYST SWITCH	Josely Water Tower	
FTX17408281	CISCO 1921 ROUTER	707	Cisco	1921 ROUTER	Josely Water Tower	
fcql732v4m	CISCO 2960 ROUTER	708	Cisco	2960 CATALYST SWITCH	Josely Water Tower	
fcql735y3tu	CISCO 2960 ROUTER	709	Cisco	2960 CATALYST SWITCH	Josely Water Tower	
430-83H-01-M	BIRD TECHNOLOGIES TTA SYSTEM CONTROL UNIT	710	BIRD TECHNOLOGIES	TTA SYSTEM CONTROL UNIT	Josely Water Tower	
711	HARRIS SECURE SYNC NETCLOCK S19J2CLK	711	Harris	SECURE SYNC NETCLOCK S19J2CLK	Josely Water Tower	
712	HARRIS SECURE SYNC NETCLOCK S19J2CLK	712	Harris	SECURE SYNC NETCLOCK S19J2CLK	Josely Water Tower	
1000071029	HARRIS NETWORK SENTRY CEN0069	713	Harris	NETWORK SENTRY	Josely Water Tower	
714	HARRIS MASTR V CHASSIS W/14 SLOTS	714	Harris	MASTR V CHASSIS W/ 14 SLOTS	Josely Water Tower	
715	HARRIS MASTR V CHASSIS W/14 SLOTS	715	Harris	MASTR V CHASSIS W/ 14 SLOTS	Josely Water Tower	
716	HARRIS POWER SUPPLY CHASSIS	716	Harris	POWER SUPPLY CHASSIS	Josely Water Tower	
717	HARRIS POWER SUPPLY CHASSIS	717	Harris	POWER SUPPLY CHASSIS	Josely Water Tower	
718	HARRIS POWER SUPPLY CHASSIS	718	Harris	POWER SUPPLY CHASSIS	Josely Water Tower	
719	HARRIS POWER SUPPLY CHASSIS	719	Harris	POWER SUPPLY CHASSIS	Josely Water Tower	
720	HARRIS POWER SUPPLY CHASSIS	720	Harris	POWER SUPPLY CHASSIS	Josely Water Tower	
721	HARRIS POWER SUPPLY CHASSIS	721	Harris	POWER SUPPLY CHASSIS	Josely Water Tower	
722	HARRIS POWER SUPPLY CHASSIS	722	Harris	POWER SUPPLY CHASSIS	Josely Water Tower	
723	HARRIS POWER SUPPLY CHASSIS	723	Harris	POWER SUPPLY CHASSIS	Josely Water Tower	
724	HARRIS POWER SUPPLY CHASSIS	724	Harris	POWER SUPPLY CHASSIS	Josely Water Tower	
725	HARRIS POWER SUPPLY CHASSIS	725	Harris	POWER SUPPLY CHASSIS	Josely Water Tower	
VG134540110	ALCATEL LUCENT 9500 MPR	726	ALCATEL	9500 MPR	Josely Water Tower	
q-c134740339	ALCATEL LUCENT 9500 MPT	727	ALCATEL	9500 MPT	Josely Water Tower	
q-c134740221	ALCATEL LUCENT 9500 MPT	728	ALCATEL	9500 MPT	Josely Water Tower	
43597	VOIP ORDERWIRE-DK-2160W	729	VOIP	ORDERWIRE-DK-2160W	Josely Water Tower	
tel12180F0082251	C&D BATTERY PACK TEL 12-180F	730	C&D Technologies	TEL 12-180F	Josely Water Tower	
tel12180F0082248	C&D BATTERY PACK TEL 12-180F	731	C&D Technologies	TEL 12-180F	Josely Water Tower	
tel12180F0082252	C&D BATTERY PACK TEL 12-180F	732	C&D Technologies	TEL 12-180F	Josely Water Tower	
tel12180F0082249	C&D BATTERY PACK TEL 12-180F	733	C&D Technologies	TEL 12-180F	Josely Water Tower	
gaehv2000917	CYBER POWER UPS OR500LCDRM1U	734	Cyber Power	OR500LCDRM1U	Josely Water Tower	
BG364T0005	Eaton 9170- 660C 12 Slot UPS	735	Eaton	9170- 660C 12 Slot UPS	Josely Water Tower	
977442283	HARRIS SYMPHONY UNIT	736	Harris	SYMPHONY UNIT	Josely Water Tower	
2u-a2512v7	HP Z220 WORKSTATION	737	HP	Z220	Josely Water Tower	
2u-a4010vqj	HP Z220 WORKSTATION	738	HP	Z220	Josely Water Tower	
cn-k3310cmh	HP PRODISPLAY P19A	739	HP	PRODISPLAY P19A	Josely Water Tower	
cn0m39md7444525g93f1	DELL 15 INCH MONITOR	740	Dell	15 INCH MONITOR	Josely Water Tower	
cn-k3310cm7	HP PRODISPLAY P19A	741	HP	PRODISPLAY P19A	Josely Water Tower	
742	HARRIS FAN UNIT	742	Harris	E SWITCH	Josely Water Tower	
743	HARRIS MASTR V CHASSIS W/14 SLOTS	743	Harris	MASTR V CHASSIS W/ 14 SLOTS	Josely Water Tower	
5mnp3r1	DELL DURALABEL PRO 300 LAPTOP FIELDSVCS	744	Dell	DURALABEL PRO 300 LAPTOP	Josely Water Tower	
H41530001-1	DBSPECTRA DSCC85-10 CERAMIC COMBINER 10 CH	745	DB Spectra	DSCC85-10	Josely Water Tower	
ns134867601	ALCATEL LUCENT 7705 SAR-8	746	ALCATEL	7705 SAR-8	Josely Water Tower	
747	RFS AIR PRESSURE UNIT	747	RFS	AIR PRESSURE UNIT	Josely Water Tower	
LP51359916	C&D TECHNOLOGIES POWER CHASSIS	748	C&D Technologies	POWER CHASSIS	Josely Water Tower	
eb8a228625	MEAN WELL MICROWAVE UNIT SDR-120-48	749	Mean Well	SDR-120-48	Josely Water Tower	
750	CORNING LANSCAPE 24 STRAND FIBER BOX	750	Corning	FIBER BOX	Josely Water Tower	
p0248101000113664443310294	HARRIS RADIO ANTENNA TX FILTER WITH DPM	751	Harris	RADIO ANTENNA TX FILTER WITH DPM	Josely Water Tower	
LC-F134764-0-75	MARVAIR COMPACT AC UNIT MO DEL AVPA43ACAD05N-A2-100	752	MARVAIR	AVPA43ACAD05N	Josely Water Tower	
LC-F134764-0-62	MARVAIR COMPACT AC UNIT MO DEL AVPA43ACAD05N-A2-100	753	MARVAIR	AVPA43ACAD05N	Josely Water Tower	
8586715	GENERIC GENERATOR UNIT 1636809	754	Generic	1636809	Josely Water Tower	
bg3810009	EATON UPS 9170- CHASSIS	755	Eaton	9170- CHASSIS	Spectrum	CAB3
B415450001-1	dB Spectra Repair W Chassis DSCC85-10D WITH 10 FREQUENCY UNITS	756	DB Spectra	DSCC85-10D	Spectrum	CAB2
758	ALCATEL 7705 SAR-8	758	ALCATEL	7705 SAR-8	Spectrum	CAB2
759	HARRIS TRANSMISSION FILTER WITH DPM	759	Harris	TRANSMISSION FILTER WITH DPM	Spectrum	CAB2
761	HARRIS MASTR V FAN UNIT	761	Harris	MASTR V FAN UNIT	Spectrum	CAB3
762	HARRIS MASTR V CHASSIS W/ 14 SLOTS	762	Harris	MASTR V CHASSIS W/ 14 SLOTS	Spectrum	CAB3
763	HARRIS POWER CHASSIS	763	Harris	POWER CHASSIS	Spectrum	CAB2
764	HARRIS POWER CHASSIS	764	Harris	POWER CHASSIS	Spectrum	CAB2
765	BIRD TECHNOLOGIES TTA SYSTEM CONTROL UNIT	765	BIRD TECHNOLOGIES	TTA SYSTEM CONTROL UNIT	Spectrum	CAB1
766	HARRIS SECURE SYNC NETCLOCK	766	Harris	SECURE SYNC NETCLOCK	Spectrum	CAB1
767	HARRIS SECURE SYNC NETCLOCK	767	Harris	SECURE SYNC NETCLOCK	Spectrum	CAB1
768	HARRIS NETWORK SENTRY	768	Harris	NETWORK SENTRY	Spectrum	CAB1
fcql737v5se	CISCO 2960 CATALYST SWITCH	769	Cisco	2960 CATALYST SWITCH	Spectrum	CAB1
fcql737v5av	CISCO 2960 CATALYST SWITCH	770	Cisco	2960 CATALYST SWITCH	Spectrum	CAB1
fbcl740827g	CISCO 1921 ROUTER	771	Cisco	1921 ROUTER	Spectrum	CAB1

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772	HARRIS MASTR V CHASSIS W/ 14 SLOTS	772	Harris	MASTR V CHASSIS W/ 14 SLOTS	Spectrum	CAB1
773	HARRIS MASTR V CHASSIS W/ 14 SLOTS	773	Harris	MASTR V CHASSIS W/ 14 SLOTS	Spectrum	CAB1
774	HARRIS POWER SUPPLY CHASSIS	774	Harris	POWER SUPPLY CHASSIS	Spectrum	CAB1
775	HARRIS POWER SUPPLY CHASSIS	775	Harris	POWER SUPPLY CHASSIS	Spectrum	CAB1
776	HARRIS POWER SUPPLY CHASSIS	776	Harris	POWER SUPPLY CHASSIS	Spectrum	CAB1
777	HARRIS POWER SUPPLY CHASSIS	777	Harris	POWER SUPPLY CHASSIS	Spectrum	CAB1
778	HARRIS POWER SUPPLY CHASSIS	778	Harris	POWER SUPPLY CHASSIS	Spectrum	CAB1
779	HARRIS POWER SUPPLY CHASSIS	779	Harris	POWER SUPPLY CHASSIS	Spectrum	CAB1
780	HARRIS POWER SUPPLY CHASSIS	780	Harris	POWER SUPPLY CHASSIS	Spectrum	CAB1
781	HARRIS POWER SUPPLY CHASSIS	781	Harris	POWER SUPPLY CHASSIS	Spectrum	CAB1
782	ALCATEL 9500 MPT	782	ALCATEL	9500 MPT	Spectrum	CAB4
783	ALCATEL 9500 MPT	783	ALCATEL	9500 MPT	Spectrum	CAB4
784	ALCATEL 9500 MPR CHASSIS	784	ALCATEL	9500 MPR CHASSIS	Spectrum	CAB4
785	CD TECHNOLOGIES SAGEON POWER PLANT CHASSIS	785	C&D Technologies	SAGEON POWER PLANT CHASSIS	Spectrum	CAB4
786	RFS AIR PRESSURE UNIT	786	RFS	APU	Spectrum	CAB4
tu112180FO082247	CD Technologies UPS Battery TEL 12-180F-BST	787	C&D Technologies	TEL 12-180F-BST	Spectrum	CAB5
tu112180FO082228	CD Technologies UPS Battery TEL 12-180F-BST	788	C&D Technologies	TEL 12-180F-BST	Spectrum	CAB5
tu112180FO082235	CD Technologies UPS Battery TEL 12-180F-BST	789	C&D Technologies	TEL 12-180F-BST	Spectrum	CAB5
tu112180FO082255	CD Technologies UPS Battery TEL 12-180F-BST	790	C&D Technologies	TEL 12-180F-BST	Spectrum	CAB5
13b406258843	WESTELL N250120-N-L9	791	Westell	N250120-N-L9	Spectrum	CAB4
792	RFS AIR VALVE P/N 920204	792	RFS	AIR VALVE P/N 920204	Spectrum	CAB4
793	HARRIS GPS RACK MOUNT BOARD	793	Harris	GPS RACK MOUNT BOARD	Spectrum	CAB2
794	HARRIS CROSSCONNECT PANEL	794	Harris	CROSSCONNECT PANEL	Spectrum	CAB1
795	HARRIS GPS RACK MOUNT BOARD	795	Harris	GPS RACK MOUNT BOARD	Spectrum	CAB1
43601	VOIP ORDERWIRED-PK-216-OW	796	VOIP	ORDERWIRED-PK-216OW	Spectrum	CAB4
fcu1732x0hb	CISCO 2911 ROUTER	797	Cisco	2911 ROUTER	Spectrum	CAB2
798	CD Technologies UPS Battery TEL 12-90-BST	798	C&D Technologies	TEL 12-90-BST	Addison EOC	
799	CD Technologies UPS Battery TEL 12-90-BST	799	C&D Technologies	TEL 12-90-BST	Addison EOC	
800	CD Technologies UPS Battery TEL 12-90-BST	800	C&D Technologies	TEL 12-90-BST	Addison EOC	
801	CD Technologies UPS Battery TEL 12-90-BST	801	C&D Technologies	TEL 12-90-BST	Addison EOC	
jtfc1744a80	CISCO 2921 ROUTER	802	Cisco	2921 ROUTER	Addison EOC	
43602	VOIP ORDERWIRED-PK-216-OW	804	VOIP	ORDERWIRED-PK-216OW	Addison EOC	
805	ALCATEL 9500 MPR CHASSIS	805	ALCATEL	9500 MPR CHASSIS	Addison EOC	
806	CD TECHNOLOGIES SAGEON POWER PLANT CHASSIS	806	C&D Technologies	SAGEON POWER PLANT CHASSIS	Addison EOC	
203040498	ASTRON SS-18 POWER SUPPLY	807	Astron	SS-18 POWER SUPPLY	Addison EOC	
808	HARRIS INTEROPERABILITY GATEWAY	808	Harris	INTEROPERABILITY GATEWAY	Addison EOC	
1001-0013-0338	ALCATEL LU/CENT POWER DISTRIBUTION UNIT	809	ALCATEL	POU	Addison EOC	
810	HARRIS RADIO UNIT	810	Harris	RADIO UNIT	Addison EOC	
811	HARRIS RADIO UNIT	811	Harris	RADIO UNIT	Addison EOC	
jtfc185380C5	CISCO 1911 ROUTER	812	Cisco	1911 ROUTER	Coppell EOC	
813	HARRIS INTEROPERABILITY GATEWAY	813	Harris	INTEROPERABILITY GATEWAY	Coppell EOC	
16022700-37-a	HOFFMAN PENTAIR T703626g100	814	Hoffman	PENTAIR T703626g100	Hebron Water Tower	OUTSIDE CAB1
815	HARRIS NETWORK SENTRY	815	Harris	NETWORK SENTRY	Hebron Water Tower	CAB1
816	HARRIS SECURE SYNC NETCLOCK	816	Harris	SECURE SYNC NETCLOCK	Hebron Water Tower	CAB1
817	HARRIS SECURE SYNC NETCLOCK	817	Harris	SECURE SYNC NETCLOCK	Hebron Water Tower	CAB1
818	BIRD TECHNOLOGIES TTA SYSTEM CONTROL UNIT	818	BIRD TECHNOLOGIES	TTA SYSTEM CONTROL UNIT	Hebron Water Tower	CAB1
819	HARRIS TRANSMISSION FILTER	819	Harris	TRANSMISSION FILTER	Hebron Water Tower	CAB1
fcu1732x4tc	CISCO 2960 CATALYST SWITCH	820	Cisco	2960 CATALYST SWITCH	Hebron Water Tower	CAB1
fcu1732x4vk	CISCO 2960 CATALYST SWITCH	821	Cisco	2960 CATALYST SWITCH	Hebron Water Tower	CAB1
jtfc1740827p	CISCO 1921 ROUTER	822	Cisco	1921 ROUTER	Hebron Water Tower	CAB1
823	HARRIS MASTR V CHASSIS W/ 14 SLOTS	823	Harris	MASTR V CHASSIS W/ 14 SLOTS	Hebron Water Tower	CAB1
824	HARRIS MASTR V CHASSIS W/ 14 SLOTS	824	Harris	MASTR V CHASSIS W/ 14 SLOTS	Hebron Water Tower	CAB1
825	HARRIS POWER CHASSIS	825	Harris	POWER CHASSIS	Hebron Water Tower	CAB1
826	HARRIS POWER CHASSIS	826	Harris	POWER CHASSIS	Hebron Water Tower	CAB1
827	HARRIS POWER CHASSIS	827	Harris	POWER CHASSIS	Hebron Water Tower	CAB1
828	HARRIS POWER CHASSIS	828	Harris	POWER CHASSIS	Hebron Water Tower	CAB1
829	HARRIS POWER CHASSIS	829	Harris	POWER CHASSIS	Hebron Water Tower	CAB1
830	HARRIS POWER CHASSIS	830	Harris	POWER CHASSIS	Hebron Water Tower	CAB1
831	HARRIS POWER CHASSIS	831	Harris	POWER CHASSIS	Hebron Water Tower	CAB1
832	HARRIS POWER CHASSIS	832	Harris	POWER CHASSIS	Hebron Water Tower	CAB1
833	HARRIS TRANSMISSION FILTER WITH DPM	833	Harris	TRANSMISSION FILTER WITH DPM	Hebron Water Tower	CAB2
834	DBSpectra Repair W Chassis DSCC85-10D WITH 10 FREQUENCY UNITS	834	DB Spectra	DSCC85-10D	Hebron Water Tower	CAB2
835	HARRIS CROSSCONNECT PANEL CM21874	835	Harris	CROSSCONNECT PANEL CM21874	Hebron Water Tower	CAB1
836	HARRIS GPS RACK MOUNT BOARD	836	Harris	GPS RACK MOUNT BOARD	Hebron Water Tower	CAB1
837	AIR PRESSURE REGULATOR UNIT	837	Harris	AIR PRESSURE REGULATOR UNIT	Hebron Water Tower	CAB2
838	HARRIS GPS RACK MOUNT BOARD	838	Harris	GPS RACK MOUNT BOARD	Hebron Water Tower	CAB3
839	AIR PRESSURE REGULATOR UNIT	839	Harris	AIR PRESSURE REGULATOR UNIT	Hebron Water Tower	CAB7
840	HARRIS GPS RACK MOUNT BOARD	840	Harris	GPS RACK MOUNT BOARD	Hebron Water Tower	CAB8
841	HARRIS CROSSCONNECT PANEL CB22693	841	Harris	CROSSCONNECT PANEL CB22693	Hebron Water Tower	CAB8
13b405256266	WESTELL N250120-N-L9	842	Westell	N250120-N-L9	Hebron Water Tower	CAB10
843	RFS AIR VALVE P/N 920204	843	RFS	AIR VALVE P/N 920204	Hebron Water Tower	CAB10
16022700-38-a	HOFFMAN PENTAIR T703626g100	844	Hoffman	PENTAIR T703626g100	Hebron Water Tower	OUTSIDE CAB10
181001309-845	CD Technologies UPS Battery TEL 12-125-BST	845	C&D Technologies	TEL 12-125-BST	Hebron Water Tower	CAB10
181001311	CD Technologies UPS Battery TEL 12-125-BST	846	C&D Technologies	TEL 12-125-BST	Hebron Water Tower	CAB10
181001309-847	CD Technologies UPS Battery TEL 12-125-BST	847	C&D Technologies	TEL 12-125-BST	Hebron Water Tower	CAB10
181001309-848	CD Technologies UPS Battery TEL 12-125-BST	848	C&D Technologies	TEL 12-125-BST	Hebron Water Tower	CAB10
849	CD TECHNOLOGIES SAGEON POWER PLANT CHASSIS	849	C&D Technologies	SAGEON POWER PLANT CHASSIS	Hebron Water Tower	CAB10
850	ALCATEL 9500 MPT	850	ALCATEL	9500 MPT	Hebron Water Tower	CAB10
851	ALCATEL 9500 MPT	851	ALCATEL	9500 MPT	Hebron Water Tower	CAB10
852	ALCATEL 9500 MPR CHASSIS	852	ALCATEL	9500 MPR CHASSIS	Hebron Water Tower	CAB10
43603	VOIP ORDERWIRED-PK-216-OW	853	VOIP	ORDERWIRED-PK-216OW	Hebron Water Tower	CAB10
854	RFS AIR PRESSURE UNIT	854	RFS	APU	Hebron Water Tower	CAB10
855	SPECTRACOM SECURE SYNC NETCLOCK	855	SpectraCom	NETCLOCK	Hebron Water Tower	CAB9
sjm1744t0qb	CISCO ASA 5505 FIREWALL	856	Cisco	ASA 5505 FIREWALL	Hebron Water Tower	CAB9
FTX1731ALBL	CISCO 2911 ROUTER	857	Cisco	2911 ROUTER	Hebron Water Tower	CAB9
FTX1744AL7N	CISCO 2921 ROUTER	858	Cisco	2921 ROUTER	Hebron Water Tower	CAB9
859	CISCO 2300 POWER SYSTEM C3K-PWR-750WAC	859	Cisco	2300 POWER SYSTEM C3K-PWR-750W	Hebron Water Tower	CAB9
fcu1215xv212	CISCO UCS C220 M4	860	Cisco	UCS C220 M4	Hebron Water Tower	CAB9
861	TRIPPLITE KVM 8020-008-17	861	TrippLite	KVM 8020-008-17	Hebron Water Tower	CAB9
862	UNITRENDS RECOVERY-712	862	Unitrends	RECOVERY-712	Hebron Water Tower	CAB9
3GB336E20002B	NETGEAR READYNAS EXACOM	863	NetGear	READYNAS	Hebron Water Tower	CAB9
864	NETAPP	864	NETAPP	NETAPP	Hebron Water Tower	CAB9
9n9p9t1	DELL SERVER	865	Dell	DELL SERVER	Hebron Water Tower	CAB9
99100621	EXACOM CHASSIS	866	Exacom	CHASSIS	Hebron Water Tower	CAB9
867	HARRIS NETWORK SENTRY	867	Harris	NETWORK SENTRY	Hebron Water Tower	CAB8
868	SITEPRO CONTROLLER UNIT MMPE P25	868	SitePro	MME P25	Hebron Water Tower	CAB8
869	HARRIS SECURE SYNC NETCLOCK	869	Harris	SECURE SYNC NETCLOCK	Hebron Water Tower	CAB8
870	HARRIS SECURE SYNC NETCLOCK	870	Harris	SECURE SYNC NETCLOCK	Hebron Water Tower	CAB8
871	CISCO 2921	871	Cisco	2921 ROUTER	Hebron Water Tower	CAB8
872	HARRIS MASTR V FAN UNIT	872	Harris	MASTR V FAN UNIT	Hebron Water Tower	CAB8
873	HARRIS MASTR V CHASSIS W/ 14 SLOTS	873	Harris	MASTR V CHASSIS W/ 14 SLOTS	Hebron Water Tower	CAB8
874	HARRIS AC POWER SUPPLY CHASSIS	874	Harris	AC POWER SUPPLY CHASSIS	Hebron Water Tower	CAB8
BG251T0007	EATON UPS 9170- CHASSIS	875	Eaton	9170- CHASSIS	Hebron Water Tower	CAB7
bh34200014	EATON 9170- CHASSIS	876	Eaton	9170- CHASSIS	Hebron Water Tower	CAB6
fcu1732x4ym	CISCO 2960	877	Cisco	2960 CATALYST SWITCH	Hebron Water Tower	CAB3
878	HARRIS MASTR V FAN UNIT	878	Harris	MASTR V FAN UNIT	Hebron Water Tower	CAB3
879	HARRIS MASTR V CHASSIS W/ 14 SLOTS	879	Harris	MASTR V CHASSIS W/ 14 SLOTS	Hebron Water Tower	CAB3
880	HARRIS POWER CHASSIS	880	Harris	POWER CHASSIS	Hebron Water Tower	CAB3
881	HARRIS POWER CHASSIS	881	Harris	POWER CHASSIS	Hebron Water Tower	CAB3
882	UNITRENDS RECOVERY ARCHIVE	882	Unitrends	RECOVERY ARCHIVE	Hebron Water Tower	CAB9
846C415	GENERAC GENERATOR SG050A0G95-4N18HPYYA	883	Generac	SG050A0G95-4N18HPYYA	Hebron Water Tower	OUTSIDE
884	CD TECHNOLOGIES SAGEON POWER PLANT CHASSIS	884	C&D Technologies	SAGEON POWER PLANT CHASSIS	Hutton Water Tower	CAB1
885	RFS AIR PRESSURE UNIT	885	RFS	APU	Hutton Water Tower	CAB1
886	CD Technologies UPS Battery TEL 12-90-BST	886	C&D Technologies	TEL 12-90-BST	Hutton Water Tower	CAB1
887	CD Technologies UPS Battery TEL 12-90-BST	887	C&D Technologies	TEL 12-90-BST	Hutton Water Tower	CAB1
888	CD Technologies UPS Battery TEL 12-90-BST	888	C&D Technologies	TEL 12-90-BST	Hutton Water Tower	CAB1
889	CD Technologies UPS Battery TEL 12-90-BST	889	C&D Technologies	TEL 12-90-BST	Hutton Water Tower	CAB1
43536	VOIP ORDERWIRED-PK-216-OW	890	VOIP	ORDERWIRED-PK-216OW	Hutton Water Tower	CAB1
891	ALCATEL 7705 SAR-8	891	ALCATEL	7705 SAR-8	Hutton Water Tower	CAB1
892	ALCATEL 9500 MPR CHASSIS	892	ALCATEL	9500 MPR CHASSIS	Hutton Water Tower	CAB1
893	ALCATEL 9500 MPT	893	ALCATEL	9500 MPT	Hutton Water Tower	CAB1



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894	ALCATEL 9500 MPT	894	ALCATEL 9500 MPT	Hutton Water Tower	CAB1
13030448-38-a	MCLEAN AIR UNIT MODEL # cr290216g036	895	McLean cr290216g036	Hutton Water Tower	CAB1
13030450-38-a	MCLEAN AIR UNIT MODEL # cr290216g036	896	McLean cr290216g036	Hutton Water Tower	CAB1
14b-404290548	WESTELL N250120-N-L9	897	Westell N250120-N-L9	Hutton Water Tower	CAB1
898	RFS AIR VALVE P/N 920204	898	RFS AIR VALVE P/N 920204	Hutton Water Tower	CAB1
FTX1744AL93	CISCO 2921 ROUTER 592U1SAR	900	Cisco 2921 ROUTER	Carrollton City Hall	HARRIS RACK
43595	VOIP ORDERWIRE	901	VOIP ORDERWIRE	Carrollton City Hall	HARRIS RACK
902	DJINK D55-16- SWITCH	902	Djink D55-16- SWITCH	Carrollton City Hall	HARRIS RACK
903	CD TECHNOLOGIES SAGEON POWER PLANT CHASSIS	903	C&D Technologies SAGEON POWER PLANT CHASSIS	Carrollton City Hall	HARRIS RACK
904	CD Technologies UPS Battery TEL 12-125-BST	904	C&D Technologies TEL 12-125-BST	Carrollton City Hall	HARRIS RACK
905	CD Technologies UPS Battery TEL 12-125-BST	905	C&D Technologies TEL 12-125-BST	Carrollton City Hall	HARRIS RACK
906	CD Technologies UPS Battery TEL 12-125-BST	906	C&D Technologies TEL 12-125-BST	Carrollton City Hall	HARRIS RACK
907	CD Technologies UPS Battery TEL 12-125-BST	907	C&D Technologies TEL 12-125-BST	Carrollton City Hall	HARRIS RACK
908	ALCATEL LUCENT 9500 MPR	908	ALCATEL 9500 MPR	Carrollton City Hall	HARRIS RACK
NS134867778	ALCATEL 7705 SAR-8	909	ALCATEL 7705 SAR-8	Carrollton City Hall	HARRIS RACK
910	ALCATEL LUCENT PDU	910	ALCATEL PDU	Carrollton City Hall	HARRIS RACK
911	HARRIS INTEROPERABILITY UNIT	911	Harris INTEROPERABILITY UNIT	Carrollton City Hall	HARRIS RACK
912	HARRIS INTEROPERABILITY UNIT	912	Harris INTEROPERABILITY UNIT	Carrollton City Hall	HARRIS RACK
913	DBSPECTRA AMPLIFIER UNIT	913	DB Spectra AMPLIFIER	Carrollton City Hall	HARRIS RACK
914	DBSPECTRA AMPLIFIER UNIT	914	DB Spectra AMPLIFIER	Carrollton City Hall	HARRIS RACK
915	DBSPECTRA AMPLIFIER UNIT	915	DB Spectra AMPLIFIER	Carrollton City Hall	HARRIS RACK
916	DBSPECTRA AMPLIFIER UNIT	916	DB Spectra AMPLIFIER	Carrollton City Hall	HARRIS RACK
GXYQCZ1	DELL OPTIPLEX 3010 EXACOM DESKTOP PC	917	Dell OPTIPLEX 3010	Carrollton City Hall	HARRIS RACK
cr03hm9p6418039121u	DELL I5M MONITOR	918	Dell 15 INCH MONITOR	Carrollton City Hall	HARRIS RACK
919	HARRIS RADIO RACKMOUNT CONSOLE	919	RADIO RACKMOUNT CONSOLE	Carrollton City Hall	HARRIS RACK
920	HARRIS RADIO RACKMOUNT CONSOLE	920	Harris RADIO RACKMOUNT CONSOLE	Carrollton City Hall	HARRIS RACK
921	HARRIS RADIO RACKMOUNT CONSOLE	921	Harris RADIO RACKMOUNT CONSOLE	Carrollton City Hall	HARRIS RACK
922	HARRIS RADIO RACKMOUNT CONSOLE	922	Harris RADIO RACKMOUNT CONSOLE	Carrollton City Hall	HARRIS RACK
923	HARRIS RADIO RACKMOUNT CONSOLE	923	Harris RADIO RACKMOUNT CONSOLE	Carrollton City Hall	HARRIS RACK
924	HARRIS RADIO RACKMOUNT CONSOLE	924	Harris RADIO RACKMOUNT CONSOLE	Carrollton City Hall	HARRIS RACK
925	HARRIS RADIO RACKMOUNT CONSOLE	925	Harris RADIO RACKMOUNT CONSOLE	Carrollton City Hall	HARRIS RACK
926	HARRIS NCA-922 DESKTOP RADIO UNIT	926	Harris NCA-922 DESKTOP RADIO UNIT	Carrollton City Hall	CONSOLE 08
927	HARRIS SYMPHONY UNIT	927	Harris SYMPHONY UNIT	Carrollton City Hall	CONSOLE 08
928	NEC ACCUSYNC AS222WM MONITOR	928	NEC ACCUSYNC AS222WM MONITOR	Carrollton City Hall	CONSOLE 08
929	HARRIS NCA-922 DESKTOP RADIO UNIT	929	Harris NCA-922 DESKTOP RADIO UNIT	Carrollton City Hall	CONSOLE 08
930	HARRIS NCA-922 DESKTOP RADIO UNIT	930	Harris NCA-922 DESKTOP RADIO UNIT	Carrollton City Hall	CONSOLE 03
931	HARRIS SYMPHONY UNIT	931	Harris SYMPHONY UNIT	Carrollton City Hall	CONSOLE 03
932	NEC ACCUSYNC AS222WM MONITOR	932	NEC ACCUSYNC AS222WM MONITOR	Carrollton City Hall	CONSOLE 03
933	NEC ACCUSYNC AS222WM MONITOR	933	NEC ACCUSYNC AS222WM MONITOR	Carrollton City Hall	CONSOLE 04
934	HARRIS NCA-922 DESKTOP RADIO UNIT	934	Harris NCA-922 DESKTOP RADIO UNIT	Carrollton City Hall	CONSOLE 04
935	HARRIS SYMPHONY UNIT	935	Harris SYMPHONY UNIT	Carrollton City Hall	CONSOLE 04
936	HARRIS NCA-922 DESKTOP RADIO UNIT	936	Harris NCA-922 DESKTOP RADIO UNIT	Carrollton City Hall	CONSOLE 05
937	HARRIS SYMPHONY UNIT	937	Harris SYMPHONY UNIT	Carrollton City Hall	CONSOLE 05
938	NEC ACCUSYNC AS222WM MONITOR	938	NEC ACCUSYNC AS222WM MONITOR	Carrollton City Hall	CONSOLE 05
939	HARRIS NCA-922 DESKTOP RADIO UNIT	939	Harris NCA-922 DESKTOP RADIO UNIT	Carrollton City Hall	CONSOLE 06
940	NEC ACCUSYNC AS222WM MONITOR	940	NEC ACCUSYNC AS222WM MONITOR	Carrollton City Hall	CONSOLE 06
941	HARRIS SYMPHONY UNIT	941	Harris SYMPHONY UNIT	Carrollton City Hall	CONSOLE 06
942	HARRIS NCA-922 DESKTOP RADIO UNIT	942	Harris NCA-922 DESKTOP RADIO UNIT	Carrollton City Hall	CONSOLE 07
943	NEC ACCUSYNC AS222WM MONITOR	943	NEC ACCUSYNC AS222WM MONITOR	Carrollton City Hall	CONSOLE 07
944	HARRIS SYMPHONY UNIT	944	Harris SYMPHONY UNIT	Carrollton City Hall	HARRIS RACK
945	KVM F47920	945	KVM F47920	Carrollton City Hall	HARRIS RACK
T9T124603415	ViewSonic 15in Monitor	946	Viewsonic 15in Monitor	Carrollton City Hall	HARRIS RACK
1447353	SuperMicro GNL 704 1U TSM Server	947	SuperMicro GNL 704 1U TSM Server	Carrollton City Hall	HARRIS RACK
203312	HARRIS CS7000 RADIO UNIT	950	Harris CS7000 RADIO UNIT	Server Room	HARRIS RACK
203203	HARRIS CS7000 RADIO UNIT	951	Harris CS7000 RADIO UNIT	Server Room	HARRIS RACK
203198	HARRIS CS7000 RADIO UNIT	952	Harris CS7000 RADIO UNIT	Server Room	HARRIS RACK
203202	HARRIS CS7000 RADIO UNIT	953	Harris CS7000 RADIO UNIT	Server Room	HARRIS RACK
203227	HARRIS CS7000 RADIO UNIT	954	Harris CS7000 RADIO UNIT	Server Room	HARRIS RACK
203225	HARRIS CS7000 RADIO UNIT	955	Harris CS7000 RADIO UNIT	Server Room	HARRIS RACK
203325	HARRIS CS7000 RADIO UNIT	956	Harris CS7000 RADIO UNIT	Server Room	HARRIS RACK
203327	HARRIS CS7000 RADIO UNIT	957	Harris CS7000 RADIO UNIT	Server Room	HARRIS RACK
203228	HARRIS CS7000 RADIO UNIT	958	Harris CS7000 RADIO UNIT	Server Room	HARRIS RACK
203029	HARRIS CS7000 RADIO UNIT	959	Harris CS7000 RADIO UNIT	Server Room	HARRIS RACK
203185	HARRIS CS7000 RADIO UNIT	960	Harris CS7000 RADIO UNIT	Server Room	HARRIS RACK
203321	HARRIS CS7000 RADIO UNIT	961	Harris CS7000 RADIO UNIT	Server Room	HARRIS RACK
962	HARRIS XG25M RADIO UNIT	962	Harris XG25M RADIO UNIT	Server Room	HARRIS RACK
963	HARRIS XG25M RADIO UNIT	963	Harris XG25M RADIO UNIT	Server Room	HARRIS RACK
203741	HARRIS CS7000 RADIO UNIT	964	Harris CS7000 RADIO UNIT	Server Room	HARRIS RACK
203778	HARRIS CS7000 RADIO UNIT	965	Harris CS7000 RADIO UNIT	Server Room	HARRIS RACK
203744	HARRIS CS7000 RADIO UNIT	966	Harris CS7000 RADIO UNIT	Server Room	HARRIS RACK
967	HARRIS XG25M RADIO UNIT	967	Harris XG25M RADIO UNIT	Server Room	HARRIS RACK
203229	HARRIS CS7000 RADIO UNIT	968	Harris CS7000 RADIO UNIT	Server Room	HARRIS RACK
203204	HARRIS CS7000 RADIO UNIT	969	Harris CS7000 RADIO UNIT	Server Room	HARRIS RACK
T9T124603410	ViewSonic 15in Monitor	970	Viewsonic 15in Monitor	Server Room	HARRIS RACK
971	KVM F47920	971	KVM F47920	Server Room	HARRIS RACK
1447352	SuperMicro GNL 704 1U TSM Server	972	SuperMicro GNL 704 1U TSM Server	Server Room	HARRIS RACK
FTX1747AH22	CISCO 2921 ROUTER 592U1SAR	973	Cisco 2921 ROUTER	Server Room	HARRIS RACK
43600	VOIP ORDERWIRE	974	VOIP ORDERWIRE	Server Room	HARRIS RACK
975	ALCATEL LUCENT 9500 MPR	975	ALCATEL 9500 MPR	Server Room	HARRIS RACK
976	ALCATEL LUCENT 9500 MPT	976	ALCATEL 9500 MPT	Server Room	HARRIS RACK
977	ALCATEL LUCENT 9500 MPT	977	ALCATEL 9500 MPT	Server Room	HARRIS RACK
978	CD TECHNOLOGIES SAGEON POWER PLANT CHASSIS	978	C&D Technologies SAGEON POWER PLANT CHASSIS	Server Room	HARRIS RACK
NS134867650	ALCATEL 7705 SAR-8	979	ALCATEL 7705 SAR-8	Server Room	HARRIS RACK
980	CD Technologies UPS Battery TEL 12-125-BST	980	C&D Technologies TEL 12-125-BST	Server Room	HARRIS RACK
981	CD Technologies UPS Battery TEL 12-125-BST	981	C&D Technologies TEL 12-125-BST	Server Room	HARRIS RACK
982	CD Technologies UPS Battery TEL 12-125-BST	982	C&D Technologies TEL 12-125-BST	Server Room	HARRIS RACK
983	CD Technologies UPS Battery TEL 12-125-BST	983	C&D Technologies TEL 12-125-BST	Server Room	HARRIS RACK
984	DBSPECTRA AMPLIFIER UNIT	984	DB Spectra AMPLIFIER	Server Room	HARRIS RACK
985	DBSPECTRA AMPLIFIER UNIT	985	DB Spectra AMPLIFIER	Server Room	HARRIS RACK
986	DBSPECTRA AMPLIFIER UNIT	986	DB Spectra AMPLIFIER	Server Room	HARRIS RACK
987	HARRIS INTEROPERABILITY UNIT	987	Harris INTEROPERABILITY UNIT	Server Room	HARRIS RACK
988	ALCATEL LUCENT PDU	988	ALCATEL PDU	Server Room	HARRIS RACK
989	CISCO ASA 5505 FIREWALL	989	Cisco ASA 5505 FIREWALL	Server Room	HARRIS RACK
8174	HARRIS NANO SPOT SPEAKER		Harris SPEAKER	Josay Water Tower	
8522490	Generac GT5 0205-2A2LDNAN ATS MODEL 006802		Generac 6802	Josay Water Tower	
p0248101000113366443410294	HARRIS TX FILTER		Harris TX CARD	Farmers Branch 1	CAB2
087814P01	ACData Surge Protector 110-0285		ACData Surge Protector 110-0285	Josay Water Tower	
284143-02	ACData Surge Protector 110-0285		ACData Surge Protector 110-0285	Josay Water Tower	
	AC DC POWER CONVERTER		AC DC POWER CONVERTER	Josay Water Tower	
	AC DC POWER CONVERTER		AC DC POWER CONVERTER	Josay Water Tower	
	AC DC POWER UNIT		AC DC POWER UNIT	Farmers Branch 1	CAB1
	AC DC POWER UNIT		AC DC POWER UNIT	Farmers Branch 2	CAB6
	AC DC POWER UNIT		AC DC POWER UNIT	Hebron Water Tower	CAB8
	AC DC POWER UNIT		AC DC POWER UNIT	Wagon Wheel	CAB2
	ALCATEL 7705 SAR-8		7705 SAR-8	Hebron Water Tower	CAB9
	ALCATEL LUCENT POWER DISTRIBUTION UNIT		ALCATEL PDU	Josay Water Tower	
	DAYTON THERMOMETER		DAYTON THERMOMETER	Farmers Branch 1	CAB2
	DAYTON THERMOMETER		DAYTON THERMOMETER	Wagon Wheel	CAB3
	DAYTON THERMOMETER		DAYTON THERMOMETER	Hutton Water Tower	CAB1
	DAYTON THERMOSTAT UNIT		DAYTON THERMOMETER	Farmers Branch 2	CAB5
	DAYTON THERMOSTAT UNIT		DAYTON THERMOMETER	Farmers Branch 2	CAB2
	DAYTON THERMOSTAT UNIT		DAYTON THERMOMETER	Hebron Water Tower	CAB7
	DAYTON THERMOSTAT UNIT		DAYTON THERMOMETER	Hebron Water Tower	CAB2
	DAYTON THERMOSTAT UNIT		DAYTON THERMOMETER	Spectrum	CAB4
	DPS TELECOM SPEAKER		DPS SPEAKER	Hutton Water Tower	CAB1
	DPS TELECOM SPEAKER		DPS SPEAKER	Addison EOC	
	DPS TELECOM SPEAKER		DPS SPEAKER	Server Room	HARRIS RACK
	DPS TELECOM SPEAKER UNIT		DPS SPEAKER	Spectrum	CAB4
	DPS TELECOM SPEAKER UNIT FDO-1200-30A-00		DPS SPEAKER	Josay Water Tower	
	DURACOMM POWER SWITCH		Duracomm POWER SWITCH	Farmers Branch 1	CAB3
	DURACOMM POWER SWITCH		Duracomm POWER SWITCH	Farmers Branch 1	CAB3

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Exhibit “A”

DURACOMM POWER SWITCH	Duracomm	POWER SWITCH	Farmers Branch 2	CAB7
DURACOMM POWER SWITCH	Duracomm	POWER SWITCH	Farmers Branch 2	CAB7
DURACOMM POWER SWITCH	Duracomm	POWER SWITCH	Hebron Water Tower	CAB9
DURACOMM POWER SWITCH	Duracomm	POWER SWITCH	Hebron Water Tower	CAB9
DURACOMM POWER SWITCH	Duracomm	POWER SWITCH	Wagon Wheel	CAB4
DURACOMM POWER SWITCH	Duracomm	POWER SWITCH	Wagon Wheel	CAB4
DURACOMM POWER UNIT	Duracomm	POWER UNIT	Spectrum	CAB2
DURACOMM POWER UNIT	Duracomm	POWER UNIT	Spectrum	CAB2
EATON UPS BATTERY PACK	Eaton	BATTERY PACK	Spectrum	CAB3
EATON UPS BATTERY PACK	Eaton	BATTERY PACK	Spectrum	CAB3
EATON UPS BATTERY PACK	Eaton	BATTERY PACK	Spectrum	CAB3
EATON UPS BATTERY PACK	Eaton	BATTERY PACK	Spectrum	CAB3
EATON UPS BATTERY PACK	Eaton	BATTERY PACK	Spectrum	CAB3
EATON UPS BATTERY PACK	Eaton	BATTERY PACK	Spectrum	CAB3
EATON UPS BATTERY PACK	Eaton	BATTERY PACK	Spectrum	CAB3
EATON UPS BATTERY PACK	Eaton	BATTERY PACK	Spectrum	CAB3
EATON UPS BATTERY PACK	Eaton	BATTERY PACK	Spectrum	CAB3
EATON UPS BATTERY PACK	Eaton	BATTERY PACK	Spectrum	CAB3
EATON UPS BATTERY PACK	Eaton	BATTERY PACK	Spectrum	CAB3
EATON UPS BATTERY PACK	Eaton	BATTERY PACK	Spectrum	CAB3
EATON UPS BATTERY PACK	Eaton	BATTERY PACK	Spectrum	CAB3
EATON UPS BYPASS SWITCH	Eaton	BYPASS SWITCH	Farmers Branch 1	CAB4
EATON UPS BYPASS SWITCH	Eaton	BYPASS SWITCH	Farmers Branch 2	CAB4
EATON UPS BYPASS SWITCH	Eaton	BYPASS SWITCH	Hebron Water Tower	CAB6
EATON UPS BYPASS SWITCH	Eaton	BYPASS SWITCH	Spectrum	CAB3
GPS NETWORKING LDCBSIX4-N PASSIVE 1X4 SPLITTER	GPS NETWORKING	LDCBSIX4-N	Farmers Branch 2	CAB7
GPS NETWORKING LDCBSIX4-N PASSIVE 1X4 SPLITTER	GPS NETWORKING	LDCBSIX4-N	Hebron Water Tower	CAB9
HARRIS AC DC POWER SUPPLY	Harris	AC DC POWER SUPPLY	Farmers Branch 2	CAB1
HARRIS AC DC POWER SUPPLY	Harris	AC DC POWER SUPPLY	Hebron Water Tower	CAB1
HARRIS AC DC POWER UNIT	Harris	AC DC POWER UNIT	Farmers Branch 1	CAB3
HARRIS GPS RACK MOUNT BOARD	Harris	GPS RACK MOUNT BOARD	Farmers Branch 1	CAB3
HARRIS NCA-922 DESKTOP RADIO UNIT	Harris	NCA-922 DESKTOP RADIO UNIT	CONSOLE 01	CONSOLE 01
HARRIS NCA-922 DESKTOP RADIO UNIT	Harris	NCA-922 DESKTOP RADIO UNIT	CONSOLE 02	CONSOLE 02
HARRIS NCA-922 DESKTOP RADIO UNIT	Harris	NCA-922 DESKTOP RADIO UNIT	CONSOLE 03	CONSOLE 03
HARRIS NCA-922 DESKTOP RADIO UNIT	Harris	NCA-922 DESKTOP RADIO UNIT	CONSOLE 04	CONSOLE 04
HARRIS NCA-922 DESKTOP RADIO UNIT	Harris	NCA-922 DESKTOP RADIO UNIT	CONSOLE 05	CONSOLE 05
HARRIS NCA-922 DESKTOP RADIO UNIT	Harris	NCA-922 DESKTOP RADIO UNIT	CONSOLE 06	CONSOLE 06
HARRIS NCA-922 DESKTOP RADIO UNIT	Harris	NCA-922 DESKTOP RADIO UNIT	CONSOLE 07	CONSOLE 07
HARRIS NCA-922 DESKTOP RADIO UNIT	Harris	NCA-922 DESKTOP RADIO UNIT	CONSOLE 08	CONSOLE 08
HARRIS NCA-922 DESKTOP RADIO UNIT	Harris	NCA-922 DESKTOP RADIO UNIT	CONSOLE 09	CONSOLE 09
HARRIS NCA-922 DESKTOP RADIO UNIT	Harris	NCA-922 DESKTOP RADIO UNIT	CONSOLE 10	CONSOLE 10
HARRIS NCA-922 DESKTOP RADIO UNIT	Harris	NCA-922 DESKTOP RADIO UNIT	CONSOLE 11	CONSOLE 11
HARRIS NCA-922 DESKTOP RADIO UNIT	Harris	NCA-922 DESKTOP RADIO UNIT	CONSOLE 12	CONSOLE 12
HARRIS NCA-922 DESKTOP RADIO UNIT	Harris	NCA-922 DESKTOP RADIO UNIT	CONSOLE 13	CONSOLE 13
HARRIS NCA-922 DESKTOP RADIO UNIT	Harris	NCA-922 DESKTOP RADIO UNIT	CONSOLE 14	CONSOLE 14
HARRIS PDU	Harris	PDU	Farmers Branch 2	CAB6
HARRIS PDU	Harris	PDU	Farmers Branch 2	CAB6
HARRIS PDU	Harris	PDU	Farmers Branch 2	CAB9
HARRIS PDU	Harris	PDU	Farmers Branch 2	CAB3
HARRIS PDU	Harris	PDU	Farmers Branch 2	CAB3
HARRIS PDU	Harris	PDU	Farmers Branch 2	CAB1
HARRIS PDU	Harris	PDU	Hebron Water Tower	CAB8
HARRIS PDU	Harris	PDU	Hebron Water Tower	CAB8
HARRIS PDU	Harris	PDU	Hebron Water Tower	CAB3
HARRIS PDU	Harris	PDU	Hebron Water Tower	CAB1
HARRIS POWER AMPLIFIER	Harris	POWER AMPLIFIER	Farmers Branch 2	CAB3
HARRIS POWER AMPLIFIER	Harris	POWER AMPLIFIER	Farmers Branch 2	CAB3
HARRIS POWER UNIT	Harris	POWER UNIT	Farmers Branch 2	CAB3
HARRIS POWER UNIT	Harris	POWER UNIT	Hebron Water Tower	CAB3
HARRIS SYMPHONY UNIT	Harris	SYMPHONY UNIT	CONSOLE 01	CONSOLE 01
HARRIS SYMPHONY UNIT	Harris	SYMPHONY UNIT	CONSOLE 02	CONSOLE 02
HARRIS SYMPHONY UNIT	Harris	SYMPHONY UNIT	CONSOLE 03	CONSOLE 03
HARRIS SYMPHONY UNIT	Harris	SYMPHONY UNIT	CONSOLE 04	CONSOLE 04
HARRIS SYMPHONY UNIT	Harris	SYMPHONY UNIT	CONSOLE 05	CONSOLE 05
HARRIS SYMPHONY UNIT	Harris	SYMPHONY UNIT	CONSOLE 06	CONSOLE 06
HARRIS SYMPHONY UNIT	Harris	SYMPHONY UNIT	CONSOLE 07	CONSOLE 07
HARRIS SYMPHONY UNIT	Harris	SYMPHONY UNIT	CONSOLE 08	CONSOLE 08
HARRIS SYMPHONY UNIT	Harris	SYMPHONY UNIT	CONSOLE 09	CONSOLE 09
HARRIS SYMPHONY UNIT	Harris	SYMPHONY UNIT	CONSOLE 10	CONSOLE 10
HARRIS SYMPHONY UNIT	Harris	SYMPHONY UNIT	CONSOLE 11	CONSOLE 11
HARRIS SYMPHONY UNIT	Harris	SYMPHONY UNIT	CONSOLE 12	CONSOLE 12
HARRIS SYMPHONY UNIT	Harris	SYMPHONY UNIT	CONSOLE 13	CONSOLE 13
HARRIS SYMPHONY UNIT	Harris	SYMPHONY UNIT	CONSOLE 14	CONSOLE 14
HOFFMAN PENTAIR D03626g100	Hoffman	PENTAIR D03626g100	Spectrum	
MARVAIR THERMOSTAT UNIT SIMPLE COMFORT AS7805	MARVAIR	AS7805	Josay Water Tower	
MINI CIRCUITS POWER SPLITTER	Mini	POWER SPLITTER	Farmers Branch 1	CAB3
MINI CIRCUITS POWER SPLITTER	Mini	POWER SPLITTER	Farmers Branch 1	CAB3
MINI CIRCUITS POWER SPLITTER	Mini	POWER SPLITTER	Farmers Branch 2	CAB3
MINI CIRCUITS POWER SPLITTER	Mini	POWER SPLITTER	Farmers Branch 2	CAB3
MINI CIRCUITS POWER SPLITTER	Mini	POWER SPLITTER	Hebron Water Tower	CAB3
MINI CIRCUITS POWER SPLITTER	Mini	POWER SPLITTER	Hebron Water Tower	CAB3
MINI CIRCUITS POWER SPLITTER	Mini	POWER SPLITTER	Spectrum	CAB3
MINI CIRCUITS POWER SPLITTER	Mini	POWER SPLITTER	Spectrum	CAB3
MINI CIRCUITS POWER SPLITTER	Mini	POWER SPLITTER	Wagon Wheel	CAB4
MINI CIRCUITS POWER SPLITTER	Mini	POWER SPLITTER	Wagon Wheel	CAB4
MINI CIRCUITS POWER SPLITTER F562101329	Mini	POWER SPLITTER F562101329	Josay Water Tower	
MINI CIRCUITS POWER SPLITTER F562101329	Mini	POWER SPLITTER F562101329	Josay Water Tower	
NEC ACCUSYNC AS222WM MONITOR	NEC	ACCUSYNC AS222WM MONITOR	CONSOLE 01	CONSOLE 01
NEC ACCUSYNC AS222WM MONITOR	NEC	ACCUSYNC AS222WM MONITOR	CONSOLE 02	CONSOLE 02
NEC ACCUSYNC AS222WM MONITOR	NEC	ACCUSYNC AS222WM MONITOR	CONSOLE 03	CONSOLE 03
NEC ACCUSYNC AS222WM MONITOR	NEC	ACCUSYNC AS222WM MONITOR	CONSOLE 04	CONSOLE 04
NEC ACCUSYNC AS222WM MONITOR	NEC	ACCUSYNC AS222WM MONITOR	CONSOLE 05	CONSOLE 05
NEC ACCUSYNC AS222WM MONITOR	NEC	ACCUSYNC AS222WM MONITOR	CONSOLE 06	CONSOLE 06
NEC ACCUSYNC AS222WM MONITOR	NEC	ACCUSYNC AS222WM MONITOR	CONSOLE 07	CONSOLE 07
NEC ACCUSYNC AS222WM MONITOR	NEC	ACCUSYNC AS222WM MONITOR	CONSOLE 08	CONSOLE 08
NEC ACCUSYNC AS222WM MONITOR	NEC	ACCUSYNC AS222WM MONITOR	CONSOLE 09	CONSOLE 09
NEC ACCUSYNC AS222WM MONITOR	NEC	ACCUSYNC AS222WM MONITOR	CONSOLE 10	CONSOLE 10
NEC ACCUSYNC AS222WM MONITOR	NEC	ACCUSYNC AS222WM MONITOR	CONSOLE 11	CONSOLE 11
NEC ACCUSYNC AS222WM MONITOR	NEC	ACCUSYNC AS222WM MONITOR	CONSOLE 12	CONSOLE 12
NEC ACCUSYNC AS222WM MONITOR	NEC	ACCUSYNC AS222WM MONITOR	CONSOLE 13	CONSOLE 13
NEC ACCUSYNC AS222WM MONITOR	NEC	ACCUSYNC AS222WM MONITOR	CONSOLE 14	CONSOLE 14
PDU	PDU	PDU	Farmers Branch 1	CAB3
PDU	PDU	PDU	Farmers Branch 1	CAB3
PDU	PDU	PDU	Farmers Branch 1	CAB2
PDU	PDU	PDU	Spectrum	CAB2
PDU	PDU	PDU	Wagon Wheel	CAB4
PDU	PDU	PDU	Wagon Wheel	CAB4
PUNCHDOWN PANEL	Panel	PUNCHDOWN PANEL	Farmers Branch 1	CAB2
PUNCHDOWN PANEL	Panel	PUNCHDOWN PANEL	Wagon Wheel	CAB3
PUNCHDOWN PATCH PANEL	Panel	PUNCHDOWN PANEL	Farmers Branch 2	
PUNCHDOWN PATCH PANEL	Panel	PUNCHDOWN PANEL	Hebron Water Tower	CAB2
RACKMOUNT PDU	PDU	PDU	Server Room	HARRIS RACK
RACKMOUNT TRAY WITH SMALL FILTER	PDU	PDU	Farmers Branch 1	CAB3
RECEIVE FILTER PANEL	unknown	RECEIVE FILTER PANEL	Wagon Wheel	CAB2
RF OUTPUT DISTRIBUTION BLOCK	unknown	RF OUTPUT DISTRIBUTION BLOCK	Farmers Branch 2	CAB3
RF OUTPUT DISTRIBUTION BLOCK	unknown	RF OUTPUT DISTRIBUTION BLOCK	Hebron Water Tower	CAB3
WIREFOLD PLUG IN OUTLET CENTER	Wirefold	OUTLET CENTER	Spectrum	CAB2

## Work Session and Regular Meeting

10.

Meeting Date: 06/23/2020

Department: City Manager

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### AGENDA CAPTION:

Present, Discuss, and Consider Action on the **First Reading of an Ordinance of the Town of Addison, Texas Granting to Oncor Electric Delivery Company LLC, Its Successors and Assigns, an Electric Power Franchise.**

### BACKGROUND:

On February 22, 2005, the Town of Addison, Texas (the "Town") adopted Ordinance No. 005-0100 which granted a non-exclusive franchise to Oncor Electric Delivery Company LLC ("Oncor" or "Company"), an electric power franchise to use the present and future streets, avenues, alleys, roads, highways, sidewalks, easements, and public ways and other public property of the Town for the purposes of constructing and operating an electric distribution and transmission system and for delivering electricity to Town residents and businesses.

The current franchise authority granted by the Addison City Council was set to expire on July 31, 2019, and said franchise was extended by Ordinance No. 019-26, which was adopted on June 24, 2019. This extension was requested because of possible regulatory and statutory changes that were taking place that could have impacted details of the franchise. The franchise being proposed accounts for the regulatory and statutory changes that were enacted. This franchise closely mirrors the one negotiated and enacted between the City of Plano and Oncor.

Town Charter Section 6.02 requires all Ordinances granting, renewing, amending or extending franchises for public utilities to be read at two (2) separate regular meetings of the City Council. This is the first required reading. The Charter additionally requires the full text of the Ordinance to be published once a week for four (4) consecutive weeks in the official newspaper with the expense paid by Oncor. At least thirty (30) days must pass between the first reading and passage of the Ordinance. The Ordinance shall not take effect until thirty (30) days after its final passage.

Below is a summary of the changes in the Ordinance:

- Any references to TXU were changed to Oncor.
- Language was updated to comply with statutory and regulatory changes.
- Indemnification language was updated.

- Language was incorporated to protect the Town's ability to regulate ancillary uses on Oncor's system (in accordance with applicable laws and regulations).
- Payment schedules were updated.
- Language was added to match Addison's Charter requirements.

It is to the mutual advantage of the Town and Oncor to enter into a new franchise establishing the conditions under which Oncor will operate its electric delivery system, equipment and facilities in the Town.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Ordinance - Franchise Agreement with Oncor

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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS GRANTING TO ONCOR ELECTRIC DELIVERY COMPANY LLC, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC POWER FRANCHISE TO USE THE PRESENT AND FUTURE STREETS, ALLEYS, HIGHWAYS, PUBLIC UTILITY EASEMENTS, AND PUBLIC WAYS AND OTHER PUBLIC PROPERTY OF ADDISON, TEXAS, PROVIDING FOR COMPENSATION THEREFOR, PROVIDING FOR PUBLICATION, PROVIDING FOR WRITTEN ACCEPTANCE OF THIS FRANCHISE, PROVIDING FOR THE REPEAL OF ALL EXISTING FRANCHISE ORDINANCES TO ONCOR ELECTRIC DELIVERY COMPANY LLC, ITS PREDECESSORS AND ASSIGNS, FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC, AND PROVIDING FOR AN EFFECTIVE DATE AND A TERM OF SAID FRANCHISE.**

**WHEREAS**, on February 22, 2005, the Town of Addison, Texas (the “Town” or “City”) adopted Ordinance No. 005-0100 which granted a non-exclusive franchise to Oncor Electric Delivery Company LLC, a Texas Corporation and its successors and assigns (“Oncor” or “Company”), an electric power franchise to use the present and future streets, avenues, alleys, roads, highways, sidewalks, easements, and public ways and other public property of the Town for the purposes of constructing and operating an electric distribution and transmission system and for delivering electricity to Town residents and businesses; and

**WHEREAS**, pursuant to such grant of authority, Oncor is now and has been engaged in the electric utility business in the State of Texas and the Town of Addison and, in furtherance thereof, has erected and maintained portions of its physical plant in the Town; and

**WHEREAS**, the current franchise authority granted by the Addison City Council was set to expire on July 31, 2019, and said franchise was extended by Ordinance No. 019-26, which was adopted on June 24, 2019; and

**WHEREAS**, the City Council of the Town of Addison hereby finds that it is to the mutual advantage of both the Town and Oncor to enter into a new franchise establishing the conditions under which Oncor will operate its system of electric power lines, with all necessary or desirable appurtenances for delivering such electric power including underground conduits, poles, towers, wires, transmission lines, and other structures, equipment, and facilities in the Town; and

**WHEREAS**, pursuant to Sections 2 and 6 of the City's Charter, the City Council hereby determines that a grant of this Ordinance is in the best interests and will inure to the benefit of the Town and its citizens.

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

## SECTION 1. GRANT OF AUTHORITY.

- A. Subject to all the terms and conditions contained herein, the Town hereby grants Oncor a Franchise agreement with the non-exclusive right to construct, extend, maintain and operate in, along, under and across its Electric Distribution and Transmission System in the present and future public streets, alleys, highways, public utility easements, public ways and other public property (the "Public Rights-of-Way") of Town, including electric power lines, with all necessary or desirable appurtenances (including underground conduits, poles, towers, wires, transmission lines, telephone and communication lines and other structures for Oncor's own use), (herein called "Facilities") for the purpose of delivering electricity to the Town, the inhabitants thereof, and persons, firms, and corporations beyond the corporate limits thereof, for the term set out in Section 8.
- B. Oncor must get written approval from the Town prior to installing Oncor facilities in a Town park or Town property other than public utility easements, streets, alleys, or highway Public Rights-of-Way.
- C. Oncor may not use any portion of its Electric Distribution and Transmission System in the Town's Public Rights-of-way for any purpose other than the delivery of electric service (or in the support of Oncor's Distribution and Transmission System), including renting, licensing or otherwise sharing use of facilities with third parties, including third parties receiving electric service, without first entering into a separate agreement with the Town for Oncor ancillary service; however, Oncor is hereby expressly permitted as required by Federal law to allow Telecommunication Companies (e.g. telephone, and cable) to attach to Oncor Facilities so long as Federal laws and Oncor requirements are met, which includes the allowed attachment fees.
- D. Subject to Subsection 1C above, Oncor agrees to notify other persons, firms, or corporations that desire to attach facilities to Oncor's Electric Distribution and Transmission System located within the Town that they have to obtain all legally required franchises, licenses, waivers, consents, easements, rights of way, and permits needed to construct and operate its equipment within the Town. However, in no event is Oncor responsible or liable to Town or any other person or entity if the persons, firms, or corporations that desire to attach to Oncor's Electric Distribution and Transmission System fails to obtain anything required by Town. Town may request a list of persons or corporations who have a contract to attach facilities to Oncor equipment within the City limits, and Oncor shall provide such information within a reasonable time after the Town's request.

## SECTION 2. PLACEMENT OF FIXTURES.

- A. Poles, towers, and other structures shall be so erected as not to unreasonably interfere with, at the time said Facilities are installed: 1) present and planned (if City notifies Oncor of said plan prior to Oncor erecting or installing the Facilities in question) vehicular and pedestrian traffic over streets, alleys, highways, and sidewalks; 2) present and planned (if City notifies Oncor of said plan prior to Oncor erecting or installing the Facilities in question) gas, electric, or telephone fixtures; or 3) present and planned (if City notifies Oncor of said plan prior to Oncor erecting or installing the Facilities in question) water hydrants or mains, drainage facilities or sanitary sewer facilities.

All poles, towers and other structures must be reasonably required for Electric Distribution and Transmission purposes and not primarily for providing facilities for third-parties or other uses.

B. Oncor acknowledges that, by this Franchise Agreement, it obtains no rights to, or further use of, the Public Rights-of-Way other than those expressly granted herein and also granted by state and federal laws, rules, and regulations, including any amendments thereto. Oncor further acknowledges and accepts at its own risk, provided that Town has the legal authority for the use or uses in question, that Town may make use in the future of the Public Rights-of-Way in which the Electric Distribution and Transmission System is located and, in that event, Oncor shall only be entitled to compensation or reimbursement from Town as provided by Section 3 or any applicable state and federal laws, rules, and regulations including Tariffs and any amendments thereto.

C. Oncor must share trench space for cables or ducts with another person, firm, or corporation for the placement of cables or wires underground; provided, however, Oncor has no obligation to comply if said person, firm or corporation does not agree with Oncor's terms and requirements for sharing trench space including cost sharing of trench and including any required contract or agreement with Oncor. All terms and requirements for sharing trench space and any required contract or agreement therefrom must be reasonable as per industry standards and any Federal or State laws, rules, or regulations. Oncor may require another person, firm, or corporation to furnish evidence of adequate insurance and provide indemnity covering Oncor and adequate bonds covering the performance of the person, firm or corporation sharing the trench space. Oncor's requirement for such insurance and indemnity must be reasonable. Ducts, cables or wires shall be placed in trenches in compliance with applicable National Electrical Safety Code (NESC) requirements and in a manner that does not interfere with Oncor's cables and wires. Each person, firm, or corporation that is permitted to share Oncor trench space must acquire their own permits from the Town and must have any necessary Franchise, license, or contract as required by the Town; and Oncor's sole responsibility regarding this provision is the same responsibility as stated in Section 1.D of this franchise.

D. Oncor will cooperate with Town, regarding the selection of the location of poles, towers and other structures, provided, however, that the Town and Oncor recognize that Oncor must meet all legally imposed requirements and may avail itself of legally permitted procedures for determining the location of such facilities. Further, the parties recognize that Oncor may rely upon reasonable safety requirements in determining the appropriate location of such facilities.

Town may request a list of persons or corporations who have a contract to attach facilities to Oncor equipment within the City limits, and Oncor shall provide such information within a reasonable time after the Town's request.

### SECTION 3. CONSTRUCTION, MAINTENANCE, OPERATION AND RELOCATION.

A. In constructing, maintaining and operating the Electric Distribution and Transmission System, Oncor shall act in a good and workmanlike manner.

B. Use of the Public Rights-of-Way by Oncor shall be governed by the Town's Charter, ordinances, rules and regulations and state and federal laws, rules and regulations, including the NESC and any amendments thereto. Nothing in this Agreement shall prohibit Oncor from asserting a claim before the Addison City Council, another regulatory agency, or a court having jurisdiction to contest any requirements of the Town's Charter, ordinances, rules and regulations that Oncor believes is unconstitutional, conflicts with this Franchise agreement, or conflicts with any other state and federal laws, rules, and regulations or any NESC standard adopted by Oncor.

C. The Town reserves the right to lay, and permit to be laid, storm, sewer, gas, water, wastewater, and other pipe lines, cables, and conduits, or other improvements, and to do and permit to be done any underground or overhead work that may be necessary or proper in, across, along, over, or under Public Rights-of-Way occupied by Oncor. The Town also reserves the right to change in any manner any curb, sidewalk, highway, alley, public way, street, utility lines, storm sewers, drainage basins, drainage ditches, and the like.

D. Town-requested relocations of Oncor Facilities in the Public Rights-of-Way shall be at Oncor's expense; provided however, if the Town is the end use Retail Customer (customer who purchases electric power or energy and ultimately consumes it) requesting the removal or relocation of Oncor Facilities for its own benefit, or the Town's project requiring the relocation is solely aesthetic/beautification in nature, it will be at the total expense of the Town.

E. Town shall provide Oncor with at least thirty (30) days' notice when requesting Oncor to relocate Facilities and shall specify a new location for such Facilities along the Public Rights-of-Way. Oncor shall proceed to relocate Facilities without unreasonable delay. Provided further, if the relocation request includes, or is for, Oncor to relocate above-ground facilities to an underground location, Town shall be fully responsible for the additional cost of placing the facilities underground.

F. If any other corporation or person (other than Town) requests Oncor to relocate Oncor Facilities located in Public Rights-of-Ways, Oncor shall not be bound to make such changes until such other corporation or person shall have undertaken, with good and sufficient bond, to reimburse Oncor for any costs, loss, or expense which will be caused by, or arises out of such change, alteration, or relocation of Oncor's Facilities. Town may not request Oncor to pay for any relocation which has already been requested, and paid for, by any entity other than Town. The Town shall never be liable for such reimbursement, due to Oncor, from such other corporation or person.

G. Oncor shall, except in cases of emergency conditions or work incidental in nature, obtain a permit, if required by Town Ordinance, prior to performing work in the Public Rights-of-Way, except in no instance shall Oncor be required to pay fees or bonds related to these permits, licenses, or other approval processes required for placing Facilities in the Public Rights-of-Way.

H. If Town abandons any Public Rights-of-Way in which Oncor has Facilities, such abandonment shall be conditioned on Oncor's right to maintain its use of the former Rights-of-Way and on the obligation of the party to whom the Public Rights-of-Way is abandoned to



reimburse Oncor for all removal or relocation expenses if Oncor agrees to the removal or relocation of its Facilities following abandonment of the Public Rights-of-Way. If the party to whom the Public Rights-of-Way is abandoned requests Oncor to remove or relocate its Facilities and Oncor agrees to such removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the removal or relocation. If relocation cannot practically be made to another Public Rights-of-Way, the expense of any Public Rights-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

I. Oncor may permit the wires of the Town to be attached to the poles or use of spare conduit in duct systems owned and maintained by Oncor, under separate agreement, upon securing an Oncor "Pole Attachment/Duct Use" agreement which specifies the requirements and compensation for said use. Oncor does not warrant or guarantee there will be space made available on Oncor poles or spare conduits in Oncor duct systems for the Town's use. Oncor may require the Town to furnish evidence of adequate insurance, provide indemnity covering Oncor, and provide adequate bonds covering the performance of the Town or Town's contractor prior to attaching wires to Oncor's poles and prior to Town's use of conduit in Oncor's duct systems.

J. Oncor shall have in place Vegetation Management Guidelines, and shall provide Town with a current copy of same, upon request. If the Town requests a current copy of Oncor's Vegetation Management Guidelines, release of such shall be pursuant to the same confidential protection process identified in Section 9.E of this Franchise. Oncor shall conduct its tree-trimming activities in accordance with its Vegetation Management Guidelines, including as amended by Oncor from time to time, and will address concerns or complaints with regard to its tree-trimming activities upon reasonable request by the Town. Except in emergency situations or in response to outages, and in accordance with Oncor Vegetation Management Guidelines, Oncor shall notify affected property owners and the Town prior to beginning planned Distribution tree-trimming activities within City limits.

K. Town shall have the ability at any time to require Oncor to repair, remove or abate any distribution pole, wire, cable, or other distribution structure in Town's Public Rights-of-Way that is determined to be unnecessarily dangerous to life or property. After receipt of notice, Oncor shall either cure said dangerous condition within a reasonable time, or provide Town with facts defending its position that said condition is not a condition that is unnecessarily dangerous to life or property. In the event Town finds that Oncor has not sufficiently addressed said dangerous condition by either of the aforementioned methods, Town shall be entitled to immediately exercise the remedies in Section 11.

#### SECTION 4. INDEMNITY.

A. IN CONSIDERATION OF THE GRANTING OF THIS FRANCHISE, ONCOR AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE TOWN, ITS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL SUITS, ACTIONS OR CLAIMS OF INJURY TO ANY PERSON OR PERSONS, OR DAMAGES TO ANY PROPERTY BROUGHT OR MADE FOR OR ON ACCOUNT OF ANY DEATH, INJURIES TO, OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR

FOR DAMAGE TO OR LOSS OF PROPERTY ARISING OUT OF, OR OCCASIONED BY ONCOR'S INTENTIONAL AND/OR NEGLIGENT ACTS OR OMISSIONS IN CONNECTION WITH ONCOR'S OPERATIONS; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY DETERMINED BY A COURT OF COMPETENT JURISDICTION TO HAVE RESULTED FROM THE SOLE NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF THE TOWN, ITS OFFICERS, AGENTS AND EMPLOYEES. IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OR FAULT OF BOTH ONCOR AND THE TOWN, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE TOWN UNDER TEXAS LAW AND WITHOUT WAIVING ANY OF THE DEFENSES OF THE PARTIES UNDER TEXAS LAW. FURTHER, IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OR FAULT OF BOTH ONCOR AND THE TOWN, RESPONSIBILITY FOR ALL COSTS OF DEFENSE SHALL BE APPORTIONED BETWEEN THE TOWN AND ONCOR BASED UPON THE COMPARATIVE FAULT OF EACH.

- B. In fulfilling its obligation to defend and indemnify Town, Oncor shall have the right to select defense counsel, subject to Town's approval, which will not be unreasonably withheld. Oncor shall retain defense counsel within seven (7) business days of Town's written notice that Town is invoking its right to indemnification under this Contract. If Oncor fails to retain Counsel within such time period, Town shall have the right to retain defense counsel on its own behalf, and Oncor shall be liable for all defense costs incurred by Town, except as set out in Section 4.A.

#### SECTION 5. LIABILITY INSURANCE.

Oncor shall, at its sole cost and expense, obtain, maintain, or cause to be maintained, and provide, throughout the term of this Franchise, insurance in the amounts, types and coverages in accordance with the following requirements. Such insurance may be in the form of self-insurance to the extent permitted by applicable law or by obtaining insurance, as follows:

1. Commercial, general or excess liability on an occurrence or claims-made basis with minimum limits of five million dollars (\$5,000,000) per occurrence and ten million dollars (\$10,000,000) aggregate. This coverage shall include the following:
  - a. Products/completed operations to be maintained for the warranty period or two years, whichever is less.
  - b. Personal and advertising injury.
  - c. Contractual liability.
  - d. Explosion, collapse, or underground (XCU) hazards.
2. Automobile liability coverage with a minimum policy limit of one million dollars (\$1,000,000) combined single limit each accident. This coverage shall include all owned, hired and non-owned automobiles.

3. Workers compensation and employer's liability coverage. Statutory coverage limits for Coverage A and five hundred thousand dollars (\$500,000) bodily injury each accident, five hundred thousand (\$500,000) each employee bodily injury by disease, and five hundred thousand dollars (\$500,000) policy limit bodily injury by disease Coverage B employers' liability are required. Oncor must provide the Town with a waiver of subrogation for worker's compensation claims.
4. Oncor must name the Town, which includes all authorities, commissions, divisions and departments, as well as elected and appointed officials, agents, and volunteers, as an additional insured under the coverage required herein, except Worker's Compensation Coverage. The certificate of insurance must state that the Town is an additional insured.
5. Oncor will require its contractors and subcontractors to maintain, at their sole cost and expense, a minimum of three million dollars (\$3,000,000) each occurrence or each accident general liability and automobile liability throughout the course of work performed. Also, contractors and subcontractors will be required to maintain statutory workers' compensation benefits in accordance with the regulations of the State of Texas or state of jurisdiction as applicable. The minimum limits for employers' liability insurance will be five hundred thousand dollars (\$500,000) bodily injury each accident, five hundred thousand dollars (\$500,000) each employee bodily injury by disease, five hundred thousand dollars (\$500,000) policy limit bodily injury by disease.
6. Oncor will provide proof of insurance in accordance with this Franchise Agreement within 30 days of the effective date of the Franchise Agreement and annually thereafter. Oncor will not be required to furnish separate proof when applying for permits.

#### SECTION 6. NON-EXCLUSIVE FRANCHISE.

This franchise is not exclusive, and nothing herein contained shall be construed so as to prevent the Town from granting other privileges and franchises to any other person, firm, or corporation. This Franchise Agreement does not establish any priority for the use of the Public Rights-of-Way by Oncor or by any present or future recipients of franchise agreements, franchisees, or other permit holders.

#### SECTION 7. PAYMENTS TO TOWN.

A. In consideration of the grant of said right, privilege and franchise by the Town and as full payment for the right, privilege and franchise of using and occupying the Public Rights-of-Way, and in lieu of any and all occupation taxes, assessments, municipal charges, fees, easement taxes, franchise taxes, license, permit and inspection fees or charges, street taxes, bonds, street or alley rentals, and all other taxes, charges, levies, fees, and rentals of whatsoever kind and character which the Town may impose or hereafter be authorized or empowered to levy and collect, excepting only the usual general or special ad valorem taxes which the Town is authorized to levy

and impose upon real and personal property, sales and use taxes, and special assessments for public improvements, Oncor shall pay to the Town the following:

1. A final quarterly payment was made on or before May 1, 2020, for the privilege period of February 1, 2021 through April 30, 2021 in accordance with the provisions in the previous franchise.
2. As authorized by Section 33.008(b) of PURA, the original franchise fee factor calculated for the Town in 2002 was 0.002544 (the “Base Factor”), multiplied by each kilowatt hour of electricity delivered by Oncor to each retail customer whose consuming facility’s point of delivery is located within the City’s municipal boundaries for determining franchise payments going forward.

Due to a 2006 agreement between Oncor and the Town (the Agreement to Resolve Outstanding Franchise Issues between Oncor and the Steering Committee of Cities) the franchise fee factor was increased to a franchise fee factor of 0.002671 (the “Current Factor”), multiplied by each kilowatt hour of electricity delivered by Oncor to each retail customer whose consuming facility’s point of delivery is located within the City’s municipal boundaries on a quarterly basis.

However, consistent with the 2006 agreement, should the Public Utility Commission of Texas (PUC) at any time disallow Oncor’s recovery through rates of the higher franchise payments made under the Current Factor as compared to the Base Factor, then the franchise fee factor shall immediately revert to the Base Factor of 0.002544.

B. Oncor shall make quarterly pre-pay payments as follows:

Payment Due Date	Basis Period (period immediately prior to Payment Due Date)	Privilege Period (period immediately following Payment Due Date)
August 1	April 1 – June 30	May 1 – July 31
November 1	July 1 – September 30	August 1 – October 31
February 1	October 1 – December 31	November 1 – January 31
May 1	January 1 – March 31	February 1 – April 30

1. The first quarterly payment hereunder shall be due and payable on or before August 1, 2020, and will cover the basis period of April 1, 2020, through June 30, 2020, and the privilege period of May 1, 2021, through July 31, 2021. **If this Franchise Agreement is not effective prior to the first quarterly payment date, Oncor will pay any payments due within 30 days of the effective date of this agreement.** The final payment under this Franchise Agreement is due on or before May 1, 2039, and covers the basis period of January 1, 2039, through March 31, 2039, and the privilege period of February 1, 2040, through April 30, 2040.

2. After the final payment date of May 1, 2039, Oncor may continue to make additional quarterly payments in accordance with the above schedule unless the parties enter into a new franchise. Town acknowledges that such continued payments will correspond to privilege periods that extend beyond the term of this Franchise Agreement and that such continued payments will be recognized in any subsequent Franchise as full payment for the relevant quarterly periods.

C. Oncor shall additionally pay a sum equal to four percent (4%) of gross revenues received by Oncor from services identified as DD1 through DD24 in Section 6.1.2 “Discretionary Service Charges,” in Oncor’s Tariff for Retail Delivery Service (Tariff), effective 1/1/2002, that are for the account and benefit of an end-use retail electric consumer. Oncor’s obligation to pay on services identified as DD1 through DD24 will continue even if Tariff modifications have been made that have subdivided certain portions of DD1 through DD24 into multiple services with their own numbered charges (e.g. SD charges) or have renumbered the charge, provided that the service is encompassed within the original agreed-to types of Discretionary Service Charges, and further provided that if any service has been removed from Oncor’s approved Tariffs, then no payment is due. Oncor will, upon request by Town, provide a cross reference to Discretionary Service Charge numbering changes that are contained in Oncor’s current approved Tariff.

1. The franchise fee amounts based on “Discretionary Service Charges” shall be calculated on an annual calendar year basis, i.e. from January 1 through December 31 of each calendar year.
2. The franchise fee amounts that are due based on “Discretionary Service Charges” shall be paid at least once annually on or before April 30 each year based on the total “Discretionary Service Charges”, as set out in Section 7C, received during the preceding calendar year. The initial Discretionary Service Charge franchise fee amount will be paid on or before April 30, 2021 and will be based on the calendar year January 1 through December 31, 2020. The final Discretionary Service Charge franchise fee amount will be paid on or before April 30, 2041 and will be based on the calendar months of January 1, 2040, through April 30, 2040.
3. Oncor may file a tariff or tariff amendment(s) to provide for the recovery of the franchise fee on Discretionary Service Charges.
4. Town agrees: (i) to the extent the Town acts as regulatory authority, to adopt and approve that portion of any tariff which provides for 100% recovery of the franchise fee on Discretionary Service Charges; (ii) in the event the Town intervenes in any regulatory proceeding before a federal or state agency in which the recovery of the franchise fees on such Discretionary Service Charges is an issue, the Town will take an affirmative position of support for the 100% recovery of such franchise fees by Oncor; and (iii) in the event of an appeal of any such regulatory proceeding in which the Town has intervened, the Town will take an affirmative position

of support in any such appeal for the 100% recovery of such franchise fees by Oncor.

5. Town agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by Oncor.
6. In the event of a regulatory disallowance of the recovery of the franchise fees on the Discretionary Service Charges, Oncor will not be required to continue payment of such franchise fees.

D. With each payment of compensation required in Section 7.A. and 7.B., Oncor shall furnish to the Town a statement that provides the franchise basis period, the total amount of kilowatt hours of electricity delivered during the franchise basis period by Oncor to retail customers whose consuming facility's point of delivery is located within the City's municipal boundaries, and the privilege period covered by that payment.

E. With each payment of compensation required in Section 7.C., Oncor shall furnish to the Town a statement reflecting the total amount of gross revenues received by Oncor within the City's municipal boundaries for services identified in its "Tariff of Retail Delivery Service" as described in Section 7.C.

F. Should any payment due date required by this Franchise Agreement fall on a weekend or declared bank holiday, payment shall be delivered to the Town no later than the close of business on the working day prior to any specifically required due date contained within this Franchise Agreement.

G. If either party discovers that Oncor has failed to pay the entire or correct amount of compensation due, the correct amount shall be determined by mutual agreement between the Town and Oncor and the Town shall be paid by Oncor within thirty (30) calendar days of such determination. Any overpayment by Oncor to the Town through error or otherwise will, at the option of the Town, either be refunded within thirty (30) days of discovery or be offset against the next payment due from Oncor. Acceptance by either party of any payment due under this Section shall not be deemed to be a waiver by either party of any breach of this Franchise Agreement, nor shall the acceptance by either party of any such payments preclude either party from later establishing that a larger amount was actually due or from collecting any balance due. Nothing in this Section shall be deemed a waiver by either party of its rights under laws, rules, regulations, or equity.

H. Interest on late payments shall be calculated in accordance with the interest rate for customer deposits established by the Public Utility Commission of Texas in accordance with Texas Utilities Code Section 183.003 including any amendments thereto.

I. The franchise fee payable to the Town pursuant to Section 7.A., except as agreed to by Oncor and the Town in Section 7.G, shall not be offset by any payment by Oncor to the Town relating to ad valorem taxes.

J. This subsection applies only if, after the effective date of this Franchise Agreement, Oncor enters into a new municipal Franchise agreement or renews an existing municipal Franchise agreement with another municipality that provides for a different method of calculation of franchise fees for use of the Public Rights-of-Way than the calculation under 33.008(b) of PURA, which, if applied to the Town, would result in a greater amount of franchise fees owed to the Town than under this Franchise Agreement.

1. Town shall have the option to:
  - (a) Have Oncor select, within 30 days of the Town's request, any or all portions of the franchise agreement with the other municipality or comparable provisions that, at Oncor's sole discretion, must be considered in conjunction with the different method of the calculation of franchise fees included in that other Franchise agreement; and
  - (b) Modify this franchise to include both the different method of calculation of Franchise fee found in the Franchise agreement with the other municipality and all of the other provisions identified by Oncor pursuant to Section 7.J.1.(a). In no event shall Town be able to modify the Franchise to include the different method of calculation of Franchise fee found in the Franchise agreement with the other municipality without this Franchise also being modified to include all of the other provisions identified by Oncor pursuant to Section 7.J.1.(a).
2. Town may not exercise the option provided in Section 7.J.1 if any of the provisions that would be included in this Franchise are, in Oncor's sole reasonable opinion, inconsistent with or in any manner contrary to any then-current rule, regulation, ordinance, law, Code, or City Charter.
3. In the event of a regulatory disallowance of the increase in Franchise fees paid pursuant to Town's exercise of its option under this Section, then at any time after the regulatory authority's entry of an order disallowing recovery of the additional Franchise fee expense in rates, Oncor shall have the right to cancel the modification of the Franchise made pursuant to this Section, and terms of the Franchise shall immediately revert to those in place prior to Town's exercise of its option under this Section.
4. Notwithstanding any other provision of this Franchise Agreement, should the Town exercise the option provided in Section 7.J, and then adopt any rule, regulation, ordinance, law, Code, or Charter of Town that, in Oncor's sole reasonable opinion, is inconsistent with or in any manner contrary to the provisions included in this Franchise pursuant to Section 7.J., then Oncor shall have the right to cancel all of the modifications to this Franchise Agreement made pursuant to this Section and, effective as of the date of the Town's adoption of the inconsistent provision, the terms of the Franchise shall revert to those in place prior to Town's exercise of its option under this

Section.

5. The provisions of this Section apply only to the amount of the Franchise fee to be paid and do not apply to other Franchise fee payment provisions, such as the timing of such payments. The provisions of this Section do not apply to differences in the Franchise-fee factor that result from the application of the methodology set out in Section 33.008(b) of PURA or any successor methodology.

SECTION 8. ACCEPTANCE & TERM.

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 and publication by Town as required by City Charter. Oncor will pay the reasonable expense for publishing the full text of this Franchise Ordinance in the official newspaper of the Town of Addison, once a week for four (4) consecutive weeks, in compliance with the requirements of the City Charter. The right, privilege and franchise granted hereby shall expire on April 30, 2040; 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 cancelled by written notice given not less than sixty (60) days before the expiration of any such renewal period. This agreement, however, will terminate no later than 25 years from its effective date.

SECTION 9. ACCOUNTING MATTERS.

- A. Maintenance of Records. Oncor shall keep accurate books of account at its principal office for the purpose of determining the amount due to the Town under this Franchise Agreement.
- B. Audit. Pursuant to Section 33.008(e) of the Texas Utilities Code, the Town may conduct an audit or other inquiry in relation to a payment made by Oncor less than two (2) years before the commencement of such audit or inquiry. The Town may, if it sees fit, and upon reasonable notice to Oncor, have the books and records of Oncor examined by a representative of Town to ascertain the correctness of the reports agreed to be filed herein.
- C. Access to Records. Oncor agrees to cooperate in such audit and shall provide responses to inquiries within thirty (30) calendar days of a written request, unless otherwise agreed to by the Town and Oncor. Oncor shall make available to the auditor during Oncor's regular business hours and upon reasonable notice, such personnel and records that the Town may, in its reasonable discretion, request in order to complete such audit, and shall make no charge to the Town therefore.
- D. Refunds/Credits.
  1. If as the result of any Town audit, Oncor is refunded/credited for an overpayment or pays the Town for an underpayment of the Franchise Fee, such refund/credit or payment shall be made pursuant to the terms established in



Sections 7.B and 7.C.

- A. If, as a result of a subsequent audit, initiated within two years of an audit which resulted in Oncor making a payment to the Town due to an underpayment of the Franchise Fee of more than 5%, Oncor makes another payment to the Town due to an underpayment of the Franchise Fee of more than 5%, the Town may immediately treat this underpayment as an Uncured Event of Default and exercise the remedies provided for in Section 11.C.

E. If Oncor provides confidential or proprietary information to the Town, Oncor shall be solely responsible for identifying such information with markings reasonably calculated to bring the Town's attention to the proprietary or confidential nature of the information. The Town agrees to maintain the confidentiality of any non-public information obtained from Oncor so designated to the extent allowed by law. When a court or regulatory agency (other than Town) order requires the Town to release non-public information, Town shall provide notice to Oncor prior to releasing the information so as to allow Oncor adequate time to pursue available remedies for protection. If the Town receives a request under the Texas Public Information Act that includes Oncor's proprietary information, Town will notify the Texas Attorney General of the proprietary nature of the document(s). The Town shall also provide Oncor a copy of the official notification in writing, and thereafter Oncor is responsible for establishing that an exception under the Act allows the Town to withhold the information. If the Texas Attorney General requires release, the Town has no liability to Oncor for such release.

SECTION 10. RIGHT OF RENEGOTIATION.

A. Should either Oncor or the Town have cause to believe that a change in circumstances relating to the terms of this franchise may exist, it may request that the other party provide it with a reasonable amount of information to assist in determining whether a change in circumstances has taken place.

B. Should either party hereto determine that, based on a change in circumstances, it is in the best interest to renegotiate all or some of the provisions of this Franchise Agreement, then the other party agrees to enter into good faith negotiations. Said negotiations shall involve reasonable, diligent, and timely discussions about the pertinent issues and a resolute attempt to settle those issues. The obligation to engage in such negotiations does not obligate either party to agree to an amendment to the Franchise as a result of such negotiations. A failure to agree does not show a lack of good faith. If, as a result of renegotiation, the Town and Oncor agree to a change in a provision of this Ordinance, the change shall become effective upon passage of an ordinance by the Town in accordance with the City Charter and written acceptance of the amendment by Oncor.

SECTION 11. DEFAULT, REMEDIES, AND TERMINATION.

A. Events of Default. The occurrence, at any time during the term of the Franchise Agreement, of any one or more of the following events, shall constitute an Event of Default by Oncor under this Franchise:

1. The failure of Oncor to pay the payments required in Section 7 on or before the due dates specified herein.
2. Oncor's material breach or material violation of any material terms, covenants, representations or warranties contained herein.

B. Uncured Events of Default.

1. Upon the occurrence of an Event of Default which can be cured by the immediate payment of money to Town, Oncor shall have thirty (30) calendar days from receipt of written notice from Town of an occurrence of such Event of Default to cure same before Town may exercise any of its rights or remedies provided for in Section 11.C.
2. Upon the occurrence of an Event of Default by Oncor which cannot be cured by the immediate payment of money to Town, Oncor shall have sixty (60) calendar days (or such additional time as may be agreed to by the Town) from receipt of written notice from Town of an occurrence of such Event of Default to cure same before Town may exercise any of its rights or remedies provided for in Section 11.C.
3. If the Event of Default is not cured within the time period allowed for curing the Event of Default as provided for herein, such Event of Default shall, without additional notice, become an Uncured Event of Default, which shall entitle Town to exercise the remedies provided for in Section 11.C.

C. Remedies. The Town shall notify Oncor in writing of an alleged Uncured Event of Default as described in Section 11.B, which notice shall specify the alleged failure with reasonable particularity. Oncor shall, within thirty (30) business days after receipt of such notice or such longer period of time as the Town may specify in such notice, either cure such alleged failure or in a written response to the Town either present facts and arguments in refuting or defending such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure. In the event that such cure is not forthcoming, Town shall be entitled to exercise any and all remedies as allowed by law.

The rights and remedies of Town and Oncor set forth in this Franchise Agreement shall be in addition to, and not in limitation of, any other rights and remedies provided by law or in equity. Town and Oncor understand and intend that such remedies shall be cumulative to the maximum extent permitted by law and the exercise by Town of any one or more of such remedies shall not preclude the exercise by Town, at the same or different times, of any other such remedies for the same failure to cure. However, notwithstanding this Section or any other provision of this Franchise, Town shall not recover both liquidated damages and actual damages for the same violation, breach, or noncompliance, either under this Section or under any other provision of this Franchise.

D. Termination. In accordance with the provisions of Section 11.C, this Franchise may be

terminated upon thirty (30) business day's prior written notice to Oncor by Town. Town shall notify Oncor in writing at least fifteen (15) business days in advance of the Town Council meeting at which the question of forfeiture or termination shall be considered, and Oncor shall have the right to appear before the City Council in person or by counsel and raise any objections or defenses Oncor may have that are relevant to the proposed forfeiture or termination. The final decision of the City Council may be appealed to any court or regulatory authority having jurisdiction. Upon timely appeal by Oncor of the City Council's decision terminating the Franchise, the effective date of such termination shall be either when such appeal is withdrawn or an order upholding the termination becomes final and unappealable. Until the termination becomes effective the provisions of this Franchise shall remain in effect for all purposes. The Town recognizes Oncor's right and obligation to provide service in accordance with the Certificate of Convenience and Necessity authorized by the Public Utility Commission of Texas in accordance with the Texas Utilities Code.

SECTION 12. ASSIGNMENT. The rights granted by this Franchise Agreement inure to the benefit of the Oncor and any parent, subsidiary, affiliate or successor entity now or hereafter existing. The rights shall not be assignable without the express written consent, by Ordinance, of the City Council of the Town, unless otherwise superseded by state laws, rules, or regulations or Public Utility Commission of Texas action, and such consent by Town shall not be unreasonably withheld or delayed, except Oncor may assign its rights under this Franchise Agreement to a parent, subsidiary, affiliate or successor entity without consent, so long as such parent, subsidiary, affiliate or successor entity assumes all obligations of Oncor hereunder, and is bound to the same extent as Oncor hereunder. Oncor shall give the Town written notice within ninety (90) days of any such assignment to a parent, subsidiary, affiliate or successor entity.

SECTION 13. SUPERSEDEANCE. This Ordinance shall supersede any and all other Franchises granted by the Town to Oncor, its predecessors and assigns.

SECTION 14. SEVERABILITY CLAUSE. 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 of competent jurisdiction, such illegality or unconstitutionality shall not affect the legality and enforceability of any of the remaining portions of this Ordinance.

SECTION 15. NOTICE. Any notices required or desired to be given from one party to the other party to this Ordinance shall be in writing and shall be given and shall be deemed to have been served and received if: (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Town  
City Manager  
Town of Addison  
5300 Belt Line Road  
Dallas, TX 75254

ONCOR  
Regulatory Affairs  
Oncor Electric Delivery Company LLC  
1616 Woodall Rodgers Fwy., 6th Floor  
Dallas, TX 75202-1234

Upon request, Oncor shall provide the Town with current contact information for the Town's use in forwarding customer inquiries and complaints to Oncor.

SECTION 16. SAVINGS CLAUSE. The repeal of any Ordinance or part of Ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action, claims or penalties under any such prior Ordinance by either party, subject to applicable statute of limitations.

SECTION 17. PUBLIC HEARINGS. It is hereby officially found that the meeting at which this Ordinance is passed is open to the public and that due notice of this meeting was posted by Town, all as required by law.

SECTION 18. GOVERNING LAW AND VENUE. This Franchise Ordinance shall be construed and governed by the laws of the State of Texas. Town and Oncor agree that venue for any action between the Town and Oncor concerning this Ordinance will be filed in the state of Texas.

**PASSED AND APPROVED** the 1<sup>st</sup> reading at a regular meeting of the City Council of Addison, Texas, on this the 23<sup>rd</sup> day of June, 2020.

**PASSED AND APPROVED** the 2<sup>nd</sup> and final reading at a regular meeting of the City Council of Addison, Texas, on this the \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Joe Chow, MAYOR

ATTEST:

\_\_\_\_\_  
Irma Parker, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Brenda McDonald, CITY ATTORNEY