

ORDINANCE NO. 49-2016

AN ORDINANCE GRANTING TO AEP TEXAS NORTH COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE RIGHT TO USE AND OCCUPY PUBLIC RIGHTS-OF-WAY WITHIN THE CITY OF ABILENE FOR THE CONSTRUCTION AND OPERATION OF AN ELECTRIC TRANSMISSION AND DISTRIBUTION SYSTEM; PRESCRIBING CONDITIONS GOVERNING THE USE OF THE PUBLIC RIGHTS-OF-WAY; PROVIDING FOR COMPENSATION THEREFOR; PROVIDING FOR AN EFFECTIVE DATE AND A TERM OF SAID FRANCHISE; CALLING A PUBLIC HEARING; AND PROVIDING FOR SEVERABILITY

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, THAT:

Section 1. Grant of Authority

AEP Texas North Company ("Company"), a corporation organized under the laws of the State of Texas, its successors and assigns, is hereby granted the non-exclusive right, privilege, franchise and authority to acquire, construct, maintain, operate and use facilities in, above, under, over, along and across the streets, alleys, thoroughfares, bridges, and other public ways and places ("Public Rights-of-Way"), as the same now exist or may hereafter be laid out, in the City of Abilene, Texas ("City"), for the transmission and distribution of electric energy and services incidental thereto, either by means of overhead or underground conductors, with all necessary or desirable appurtenances and appliances as currently installed or that may be installed in the future, including but not limited to electric substations, underground conduits, poles, towers, wires and transmission and distribution lines, and fiber optic cable and telegraph and telephone wires for audio, video and data communications, for use in support of transmission and distribution operations and the electric system and grid and matters appurtenant thereto ("Facilities"), all for the purpose of transmitting and distributing electric energy to said City and the inhabitants thereof, and persons and corporations within and beyond the limits thereof, for light, heat, power and any other purpose or purposes for which electric energy is now or may hereafter be used, and to license or lease space on or within Company's poles, conduits and appurtenant facilities for the

attachment of Third Party facilities and for all other facilities Company deems reasonably necessary for the provision of safe, reliable and economical electric service to City.

Section 2. Purpose

- A. The provisions set forth in this ordinance (“Ordinance” or “Franchise Agreement”) represent the terms and conditions under which Company shall construct, operate, and maintain its Facilities within the City. In granting this Franchise, City does not in any manner surrender or waive its regulatory or other rights and powers under and by virtue of the Constitution and statutes of the State of Texas as the same may be amended, nor any of its rights and powers under or by virtue of present or future ordinances of City. Company, by its acceptance of this Franchise, agrees that all such lawful regulatory powers and rights as the same may be from time to time vested in City shall be in full force and effect and subject to the exercise thereof by City at any time. “Franchise” means the grant of rights, privileges and authority embodied in this Ordinance.
- B. To the extent that Company installs or permits to be installed Third Party facilities on Company’s Facilities located in the Public Rights-of-Way, Company agrees, to the extent such information is available and upon written request by City not more frequently than once every five (5) years, to furnish to City a list of names and contact information for those persons or entities owning and/or in control of such Third Party facilities so that City can ensure each such person or entity has been authorized by City to use City property. Company does not warrant the accuracy of any such information provided and to the extent locations of attachments and/or locations of Facilities are described or shown, such locations of attachments and locations of Facilities are described or shown in their approximate locations. Subject to the provisions of Section 17 below, all information provided to City respecting attachments and locations of Facilities shall be deemed confidential and used by City solely for auditing

and managing the Public Rights-of-Way, and City shall take all prudent steps required by applicable law to prevent disclosure or dissemination of such information, without the prior express written consent of Company.

Section 3. Term

The Franchise granted by this Ordinance shall be in full force and effect for a term of twenty-five (25) years commencing on February 22, 2009, and expiring on February 21, 2034, at midnight.

Section 4. Operation, Construction and Maintenance

- A. Company's Facilities shall be operated, constructed and maintained in accordance with "Good Utility Practice," which shall mean a standard of performance generally practiced and accepted by electric utilities and regulatory authorities, and in conformity with the National Electrical Safety Code and all applicable federal, state, and local laws and regulations governing operations in the Public Rights-of-Way. Company's Facilities shall be operated, constructed and maintained so as not to obstruct or unreasonably interfere with traffic over any streets and alleys; the flow of water in any gutter, drain, sewer or open drainage system; or the City's water, wastewater, or storm water facilities; and any other City operated, constructed and maintained facilities. "Operated, constructed and maintained" shall include installation, construction, operation, relocation, maintenance, repair, and removal.
- B. Company specifically agrees to comply with the provisions of applicable City codes, ordinances, regulations, standards, procedures, permits and approvals and those additional applicable provisions City may adopt from time to time provided that such additional City codes, ordinances, regulations, standards, procedures, permits and approvals shall not conflict

with or alter in any material manner the rights granted to Company herein, shall impose no more stringent requirements than those imposed on Company by the PUCT or by other state or federal authority having jurisdiction over the operation, construction or maintenance of Company's Facilities, and shall not conflict with the laws of the State of Texas, or the laws of the United States of America. "PUCT" means the Public Utility Commission of Texas or such successor regulatory agency having jurisdiction over public service companies.

Company will use reasonable diligence to provide customers within the City continuous and adequate delivery of electric power and energy for the entire term of this Franchise Agreement, all in conformance with applicable law, but Company does not guarantee against irregularities or interruptions.

- C. Except for emergency work, prior to commencement of any construction or maintenance work involving any cutting of pavement in any roadway or alley, Company shall provide a reasonable amount of advance notice to the City's Director of Public Works. In the event of emergency work involving any cutting of pavement in any roadway or alley, Company shall notify the City's Director of Public Works as soon as reasonably practical thereafter.

- D. Within a reasonable time after completion of construction and maintenance work, Company shall refill and repair to City code all excavations made by Company in the Public Rights-of-Way and all damage to City streets, water, wastewater, gas, and storm water facilities, including repaving any cut in any pavement or sidewalk, resulting from the construction and maintenance of Company's Facilities. In the event Company fails to restore the Public Rights-of-Way in accordance with City code within a reasonable amount of time following completion of its

work, City may restore same and Company shall pay the reasonable cost for such restoration work within thirty (30) Days after receiving City's bill for such work. For purposes of this section, "reasonable time" shall be determined by the circumstances but shall in no case be more than fifteen (15) Days, unless both parties agree to extend the period of time as necessary for the Company to complete restoration. "Day" unless stated otherwise in this Franchise Agreement means a business day, which excludes Saturdays, Sundays, and holidays recognized by federal, state or local governments or the City.

- E. Absent some independent intervening event, including but not limited to City's performance of the restoration work, or other condition beyond Company's reasonable control, should City reasonably determine, within one (1) year from the date of such restoration work, that such repaired surface, normal wear and tear excepted, requires additional restoration work to place it in as near as practical its condition existing prior to the commencement of Company's work, Company shall perform such additional restoration work to the reasonable satisfaction of the City. No Public Rights-of-Way shall be obstructed for a longer period or to a greater extent than shall be reasonably necessary to execute all work.

- F. Upon City's reasonable request, on a project-by-project basis, Company will provide to City copies of available maps, plats and drawings in use by Company showing the location of its Facilities within the Public Rights-of-Way. To the extent possible, Company will provide such information to City in an electronic format, but Company shall have no obligation to provide such information in any specific electronic format. As to any such maps, plats and drawings so provided, Company does not warrant the accuracy thereof and, to the extent the locations of Facilities are shown, such Facilities are shown in their approximate locations.

- G. Any maps, plats and drawings and/or any other information concerning the location of Company's Facilities provided by Company to City shall be deemed confidential and used by City solely for management of the Public Rights-of-Way. City shall take all prudent steps reasonably necessary or required by applicable law to prevent disclosure or dissemination of such maps, plats and drawings and/or any other information to any Third Party, without the prior express written consent of Company.

- H. Company will utilize the Texas Department of Transportation's guidelines for traffic control plans, as set out in its Texas Manual on Uniform Traffic Control Devices, to develop and utilize traffic control plans appropriate for the circumstances in connection with the operation, construction, and maintenance of Company's Facilities within the Public Rights-of-Way, so as to minimize interference with traffic.

- I. City hereby grants to Company permission to cut, trim, treat, dispose and otherwise control trees and other vegetation upon and overhanging the Public Rights-of-Way of the City in the vicinity of Company's Facilities where such trees and other vegetation, in Company's reasonable opinion, constitute a hazard to Company's personnel or Facilities, or the provision of continuous electric service.

- J. This Franchise Agreement shall in no way affect or impair the rights, obligations or remedies of the Parties under the Public Utility Regulatory Act, Texas Utilities Code §§ 11.001, et seq. ("PURA"), as amended, or other state or federal law. Nothing herein shall be deemed a waiver, release or relinquishment of either Party's right to contest, appeal, or file suit with respect to any action or decision of the other Party, specifically including ordinances adopted by City that Company believes to be contrary to any federal, state, or local law or regulation. City shall provide

Company with reasonable notice and opportunity to review and comment on any new or revised City laws, rules, or regulations that may reasonably be expected to have a material impact on Company's use of the Public Rights-of-Way. "Party" or "Parties" means collectively City and Company, and individually either City or Company.

Section 5. Indemnity

COMPANY WILL INDEMNIFY, HOLD HARMLESS, AND EXEMPT CITY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, LEGAL ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, AND ATTORNEYS' FEES INCIDENT TO ANY WORK DONE IN THE PERFORMANCE OF THIS FRANCHISE AGREEMENT TO THE EXTENT ARISING OUT OF THE WILLFUL MISCONDUCT OR NEGLIGENT ACT OR OMISSION OF COMPANY, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, PROVIDED, HOWEVER, THAT COMPANY SHALL NOT BE LIABLE FOR ANY SUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, AND ATTORNEYS' FEES TO THE EXTENT ARISING OUT OF THE WILLFUL MISCONDUCT OR NEGLIGENT ACT OR OMISSION OF CITY, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.

Section 6. Compensation to City

- A. For and as full consideration and compensation for this Franchise Agreement and the rights, privileges and easements granted and conferred hereby and as rental for the use of the Public Rights-of-Way within the City, the Company shall pay City an amount calculated in accordance with the methodology prescribed by applicable law, as it exists today in the form and substance of PURA Section 33.008(b), or the same as may hereafter be changed, modified or replaced; currently the product of a factor of \$0.001116 per kilowatt hour multiplied times the number of

kilowatt hours delivered by Company to retail customers whose consuming facility's point of delivery is located within the City's boundaries. Payments will be made each month throughout the term of this Franchise Agreement, with each such payment to be made by electronic funds transfer not later than the first business day of the second month following the month in which deliveries occurred for the billing cycle for that month. For example, payment for April 2015 deliveries, which covered a billing cycle from March 30th through April 28th, would have been paid not later than June 1st. With each payment, Company shall furnish to City a report that accurately reflects the number of kilowatt hours for the month (meaning for the billing cycle for the month) delivered within the City boundaries and the charge per kilowatt hour determined in accordance with PURA Section 33.008(b).

- B. Under the authority granted by PURA Section 33.008(f), City and Company agree to the possible implementation of a different level of compensation for the use of the City's Public Rights-of-Way other than that prescribed by PURA Section 33.008(b). City shall have the opportunity to enact a factor increase by ordinance once every five (5) years during the term of this Franchise, beginning on the date of final approval of this franchise ordinance, provided however, the total franchise fee factor may not exceed \$0.002232 per kilowatt hour, unless authorized by other law. Upon written notification of City's passage of such an ordinance, in form and substance satisfactory to Company, approving a tariff for the collection and recovery by Company of a municipal franchise fee charge equal in amount to the difference between compensation currently received under Section 33.008(b), at \$0.001116 per kilowatt hour, plus any incremental factor amount previously authorized by ordinance, basing the charge instead on the new, approved total factor, but not more than \$0.002232 per kilowatt hour, Company and City shall amend Section 6A of this Franchise Agreement to reflect compensation

basing the charge on a factor of not more than \$0.002232 per kilowatt hour. The effective date of the increase in the franchise fees shall be the effective date of the recovery mechanism (e.g. tariff schedule) for the collection and recovery of the incremental fee approved by City's ordinance; provided however, payments for such increased fees shall not commence until ninety (90) days after such effective date.

The change in the franchise fee rate provided in this Section 6B is expressly conditioned upon Company's ability to recover the additional franchise fees paid to City. In the event that the PUCT disapproves the tariff schedule enacted pursuant to this Section 6B of the Franchise Agreement or in some manner prevents Company from concurrently recovering said franchise fees, then Company shall not be obligated to pay to City any amount above the amount Company is allowed to recover from its customers. If the PUCT or a court of competent jurisdiction orders Company to refund to customers any amounts collected for franchise fees paid above the current factor of \$0.001116 per kilowatt hour, in accordance with this Section 6B, such amount refunded shall be a credit against future franchise fees owed by Company to City.

In the event any regulatory proceeding before any federal or state agency results in the approval of a more favorable franchise fee amount and/or method of recovery than that provided by the mechanism set out in this Section 6B, City and Company agree to the further amendment of Section 6A to provide for payment in accordance with such approved franchise fee amount and/or method of recovery.

City and Company agree that Company may, in its sole discretion, support a legislative or regulatory initiative to provide for the collection and recovery of increased franchise fees.

C. City shall notify Company in writing of newly annexed and de-annexed areas. The notice shall include the ordinance number authorizing the action, an appropriate map identifying the areas and documentation of the notice to the State of Texas regarding the annexation or de-annexation. Company shall have no responsibility for commencing payments to City for kilowatt hours delivered in newly annexed areas until it shall have received City's notification. Upon City's notification and starting the 91st day after receipt of such notice, Company will commence payments to City for kilowatt hours delivered in each newly annexed area and will make any appropriate adjustments in payments reflecting over deliveries of kilowatt hours in any prior month resulting from inclusion of kilowatt hours from de-annexed areas in the calculation of the monthly charge. Payments for deliveries in newly annexed areas and adjustments for over deliveries in de-annexed areas shall be made back to the effective date of the ordinance.

Section 7. Accounting

Company shall keep accurate books of account for purposes of determining the amount due to City under this Franchise Agreement. City may cause, upon reasonable notice, but not less than ten (10) Days, an audit to be made of the books and records of Company relating to Company's performance under this Franchise Agreement only if any such audit concerns a payment made less than two (2) years before the commencement of such audit in accordance with Section 33.008(e), Texas Utilities Code, or such other period as may subsequently be established by applicable state law. Any underpayments discovered as a result of the audit shall promptly be paid by Company, and likewise, City shall promptly refund any overpayments discovered. Each Party shall bear its own costs and expenses incurred in connection with such audit.

Section 8. Insurance

Upon its acceptance of the Franchise, Company agrees to immediately obtain, if it does not already carry under its existing policies of insurance, a sufficient amount of liability insurance to protect against claims for property damages; bodily injuries, including death; property damages and bodily injuries, including death, resulting from motor vehicle accidents; and other types of damages typically covered by commercial general liability insurance, which may arise in connection with Company's exercise of the rights granted under this Franchise. City shall be named as an additional insured on Company's policies and Company shall promptly provide to City proof of said insurance in the form of acceptable certificates of insurance waiving subrogation against City. The certificates of insurance will state that the insurance carrier has issued the insurance specified and that such policies are in force. Company will give City thirty (30) days prior written notice of any material change in, renewal of, or cancellation of, such policies.

Section 9. Work by City and Third Parties

- A. City, including but not limited to City Trusts and Municipal Districts for the purpose of this Section, reserves the right to undertake public works projects to lay, permit to be laid, change or permit to be changed in any manner any City storm water, sewer, water, wastewater and other pipe lines, cables, and conduits, sidewalks, highways, alleys, public ways, streets, utility lines, storm sewers, drainage basins, drainage ditches or other City improvements, including any underground or overhead work that may be necessary and proper in, across, along, over, or under the Public Rights-of-Way occupied by Company, provided such work shall not unreasonably interfere with Company's rights and obligations under this Franchise Agreement.

- B. City shall give written notice to Company whenever City determines that the construction of any public works project within the Public Rights-of-Way necessitates the relocation, change or alteration of Company's Facilities from their existing location. The amount of notice provided to Company shall be reasonable under the circumstances, but not less than thirty (30) Days. City shall specify a new location, suitable to Company, for such Facilities along the Public Rights-of-Way. Upon such notice by City, Company shall temporarily or permanently remove, relocate, change or alter the position of Company's Facilities, as soon as reasonably practical. Company shall bear the costs and expenses for any removal, relocation, change or alteration for a public works project involving the widening or straightening of a street, in accordance with PURA Section 37.101(c). Company shall not bear any costs or expenses for any other public works project not involving the widening or straightening of a street, unless other applicable state or federal law requires Company to bear such costs and expenses.
- C. Whenever any Third Party requires the relocation of Company's Facilities to accommodate work of such Third Party within the Public Rights-of-Way, Company shall have the right as a condition to any such relocation to require payment to Company, at a time and upon terms acceptable to Company, for any and all costs and expenses incurred by Company in the relocation of Company's Facilities.
- D. As to any relocation of Company's Facilities whereby the cost and expense thereof is to be borne by Company, Company may, after receipt of written notice requesting such relocation, submit in writing to City alternatives to relocation of its Facilities. Upon City's receipt from Company of such written alternatives, City shall evaluate such alternatives and shall advise Company in writing if one or more of such alternatives are suitable to accommodate the work, which would otherwise necessitate

relocation of Company's Facilities. In evaluating such alternatives, City shall give each alternative proposed by Company full and fair consideration with due regard to all facts and circumstances which bear upon the economics and practicality, to both City and Company, of relocating Company's Facilities. City shall evaluate no alternative proposed by Company in an arbitrary or capricious manner. In the event City reasonably determines that such alternatives are not appropriate, Company shall relocate its Facilities in accordance with City's request.

E. Notwithstanding anything to the contrary contained in this Section, Company shall not bear any cost or expense in connection with the relocation of any Company Facilities if the basis of Company's rights to have its Facilities in their existing location stems from prior rights, including private easements or other rights not arising under this Franchise Agreement, including, but not limited to, rights under Company's Tariff. "Tariff" means Company's rate schedules, rules and regulations relating to charges and service as may hereafter be approved by the regulatory authority with jurisdiction, under the laws of the State of Texas, over public utilities. Company shall have the right as a condition of any relocation under a prior rights scenario to require payment to Company, at a time and upon terms acceptable to Company, for any and all costs and expenses incurred and to be incurred by Company in the relocation of Company's Facilities. Nothing in this Section shall be construed to be a waiver of any right of either Company or City to contest any claim or assertion by the other of responsibility to pay relocation costs or expenses.

F. When Company is required by City to remove or relocate its Facilities to accommodate public works projects, and Company is eligible under federal, state, county, City or other local agencies or programs for reimbursement of costs and expenses incurred by Company as a result of such removal or relocation and such reimbursement is required to be

handled through City, Company's costs and expenses shall be included in any application by City for reimbursement, if Company submits its cost and expense documentation to City prior to the filing of the application. City shall provide reasonable notice to Company of the deadline for Company to submit documentation of the costs and expenses of such relocation to City.

- G. If City abandons any Public Rights-of-Way in which Company has Facilities, such abandonment shall be conditioned on Company's right to maintain its use of the former Public Rights-of-Way, and Company shall have the discretion to agree or decline any Third Party request seeking Company's removal or relocation of any such Facilities located in the former Public Rights-of-Way. If Company agrees to such removal or relocation, such removal or relocation shall be done at the expense of the Third Party requesting the removal or relocation.

Section 10. Non-Exclusive Franchise Agreement

This Franchise Agreement and the rights and privileges herein granted are not exclusive. City reserves all rights during the term of this Franchise Agreement to grant other like or similar franchises, rights or privileges to any other person, firm, or corporation, in accordance with its charter and laws of the State of Texas; and, likewise, construct, own and operate its own electric light and power plant or other public utility, and sell the services thereof as is provided by said charter and the laws of the State of Texas, provided that such grants and exercise of its rights by City do not interfere with Company's rights under this Franchise Agreement.

Section 11. Force Majeure

In the event that either Party is prevented or delayed in the performance of any of its obligations under this Franchise Agreement by reason beyond its reasonable control (a

“Force Majeure Event”), then that Party’s performance shall be excused during the Force Majeure Event. Force Majeure Event shall include, without limitation: war; civil disturbance; flood, earthquake, storm, Act of God or other condition which necessitates the mobilization of the personnel of a Party or its contractors to restore utility service to customers; laws, regulations, rules or orders of any governmental agency; sabotage; strikes or similar labor disputes involving personnel of a Party or its contractors or a Third Party; or any failure or delay in the performance by the other Party, or a Third Party who is not an employee, agent or contractor of the Party claiming a Force Majeure Event, in connection with this Franchise Agreement. Upon removal or termination of the Force Majeure Event, the Party claiming a Force Majeure Event shall promptly perform the affected obligations in an orderly and expedited manner under this Franchise Agreement or procure a substitute for such obligation. The Parties shall use all commercially reasonable efforts to eliminate or minimize any delay caused by a Force Majeure Event.

Section 12. No Third Party Beneficiary

Nothing in this Franchise Agreement shall be construed to create or confer any right or remedy upon any person(s) other than City and Company. No action may be commenced or prosecuted against any Party by any Third Party claiming as a Third Party beneficiary of this Franchise Agreement. This Franchise Agreement shall not release or discharge any obligation or liability of any Third Party to either Party. “Third Party” means any person, party or entity other than City and Company.

Section 13. Future Amendments

This Franchise Agreement may be amended only by mutual agreement, set forth in writing in the form of a City ordinance signed by both Parties, which specifically states that it is an amendment to this Franchise Agreement, and is approved and executed in accordance with the laws of the State of Texas.

Section 14. Transfer and Assignment

All the provisions, conditions, and requirements herein contained shall be binding upon Company and City. Company may not assign or otherwise transfer its rights, privileges, authority and Franchise herein conferred without the prior written authorization and approval of City, which shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, Company may, without the consent of City, assign, sell or transfer this Franchise Agreement in whole or in part to its parent, affiliates, subsidiaries of its parent or to any entity which acquires all or substantially all of Company's assets by reason of a merger, acquisition or other business reorganization. Company (or its assign) may also, without City's consent, assign, pledge, mortgage or transfer its rights and privileges under this Franchise Agreement to any lender of Company (or such assign).

Section 15. Successors or Assigns

Whenever in this Franchise Agreement City or Company is referred to, such reference shall be deemed to include the respective successor or assign of either, and all rights, privileges, franchises and obligations herein contained shall bind and inure to the benefit of such successor or assign, in which event the predecessor of such successor or assign is divested of all such rights, privileges, franchise or obligations, whether so expressed or not.

Section 16. Severability, Construction and Survival

The terms and provisions of this Franchise Agreement are joint and several, and the invalidity of any term or provision, or any part thereof shall not affect the validity of the remainder of this Franchise Agreement, which shall continue in full force and effect. The headings of the sections and paragraphs of this Franchise Agreement are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of the sections or paragraphs. All

provisions, conditions and requirements of this Franchise Agreement that may reasonably be construed to survive the termination or expiration of this Franchise Agreement shall survive the termination or expiration of the Franchise. Nothing in this Franchise Agreement shall be deemed to waive any governmental immunity available to City under the laws of the State of Texas.

Section 17. Requests for Confidential Information

In the event City receives a request for the release of information provided by Company, that is characterized in this Franchise Agreement as confidential or is characterized in writing by Company as confidential when it provides the information to City, City shall follow the procedures in the Texas Public Information Act for requesting a Texas Attorney General's Opinion regarding exemption of the information from disclosure, and shall provide Company with a copy of the request for the release of the information and a copy of City's request to the Texas Attorney General asking for an opinion regarding exemption of the information from disclosure. If requested to do so, City will provide information available to it and other reasonable assistance to Company to assist Company in establishing that the information is exempted from disclosure. Notwithstanding that City agrees to maintain the confidentiality of such confidential information as described herein, City shall not be liable to Company for the release of any information City is required by law to release.

Section 18. Notice

All notices or communications required or permitted hereunder shall be made in writing and delivered to the City Manager, City of Abilene, PO Box 60, Abilene, Texas 79604, or Manager, External Affairs, AEP Texas North Company, 910 Energy Drive, Abilene, Texas 79602, as appropriate.

Section 19. Dispute Resolution

If there is any dispute or alleged default with respect to performance or obligations under this Franchise Agreement, City and Company shall attempt to resolve the dispute or reach agreement on any alleged default and/or any corrective action to be taken. Nothing in this section shall affect or impair the rights, obligations or remedies of City or Company under any applicable local, state or federal law.

Section 20. Acceptance

This ordinance shall take effect from and after the earliest period allowed by law, provided that Company shall file its written acceptance of this Franchise with the City Secretary within sixty (60) days after the adoption of this Franchise Agreement.

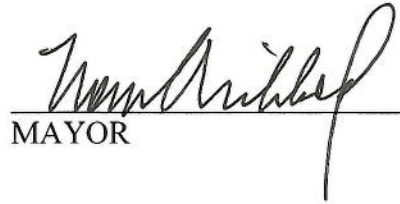
PASSED ON FIRST READING this 25th day of August, 2016.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being at least ten (10) consecutive publication days, the first of which appearing not more than twenty (20) days next before the introduction of the ordinance before the council, to permit the public to be heard.

**PASSED AFTER SECOND AND FINAL READING and PUBLIC HEARING this
8th day of September, 2016.**

ATTEST:


CITY SECRETARY


MAYOR

APPROVED:


CITY ATTORNEY