

1. Agenda

Documents:

[2022-11-21 CITY COUNCIL - PUBLIC AGENDA-1763.PDF](#)

2. Meeting Materials

Documents:

[2022-11-21 CITY COUNCIL - FULL AGENDA-1763.PDF](#)

AGENDA

Special Meeting of the
Nichols Hills City Council
Monday, November 21, 2022 at 4:00 PM
City Hall, 6407 Avondale Drive
Nichols Hills, OK 73116

If special assistance is needed for this meeting by any person wishing to attend, please contact the City Clerk's office no later than 48 hours prior to the meeting, and such assistance will be provided.

Official action may be taken by the City Council only on items that appear on this Agenda. The City Council may dispose of the business set out on this Agenda by accepting, approving, adopting, rejecting, amending, or postponing action as to each item, as determined by the City Council.

1. Call to Order
2. Roll Call
3. Citizens Desiring to be heard

The purpose of this time is to allow members of the public to speak to the City Council on any matter that is not otherwise set for consideration on this Agenda.

4. Items for Separate Vote - General

Consideration of adoption, approval, acceptance, rejection, amendment, and/or postponement of the following:

- a. Conduit System Lease Agreement, providing for the lease of portions of the City's conduit system located within the North Western Avenue rights-of-way, to Dobson Transport and Telecom Solutions LLC.
- b. Revocable Right-of-Way Use Permit granting a revocable permit to Dobson Transport and Telecom Solutions LLC to install fiber optic cable and related facilities within the public rights of way along and between North Western Avenue and Avondale Drive in the general vicinity of Nichols Hills Plaza.
- c. Revocable Right-of-Way Use Permit granting a revocable permit to Dobson Transport and Telecom Solutions LLC to install fiber optic cable and related facilities within the public rights of way along 1000 W Wilshire Boulevard.

- d. Warrants & Claims payment to Tesla for \$62,000 from General Fund Capital Improvement Fund.

5. Adjournment

I certify that the forgoing was filed in the Office of the City Clerk at 3:53 PM on the 17th day of November, 2022 and posted in prominent view on the window at City Hall, 6407 Avondale Drive, at 4:00 PM on the 17th day of November, 2022; posted to the City of Nichols Hills website at <http://www.nicholshills.net> at 5:00 PM on the 17th of November, 2022; and transmitted by email at 5:00 PM on the 17th day of November, 2022 to those persons who have requested to be included on such notices pursuant to the Open Meeting Act and to those who have requested such notice.



City Clerk
City of Nichols Hills, Oklahoma

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City Clerk
City of Nichols Hills, Oklahoma

CONDUIT SYSTEM LEASE AGREEMENT

This Conduit System Lease Agreement (hereinafter “Agreement”) is made and entered into by and between the City of Nichols Hills, Oklahoma, a municipal corporation, 6407 Avondale Dr., Nichols Hills, OK 73116 (hereinafter referred to as “City”), and Dobson Technologies Transport and Telecom Solutions LLC., an Oklahoma Limited Liability Company (hereinafter referred to as “Lessee”), as of the Effective Date. The effective date of this Agreement shall be November 21, 2022 or the date on which this Agreement has been fully executed by both parties, whichever is later (the “Effective Date”).

WHEREAS, City owns a system of conduit, innerduct, manholes and hand holes (hereinafter “Conduit System”), as generally depicted in Exhibit B, within and under certain public street, sidewalk and alley rights-of-way in the City of Nichols Hills as depicted on the map attached hereto as Exhibit B attached hereto, and it is the intent of the City to provide the Conduit System specifically for the use of telecommunication providers, and expressly for the purpose of providing fiber optic-based broadband connectivity within the Nichols Hills; and,

WHEREAS, the Conduit System is intended (i) to limit the number of utility street cuts by co-location of fiber optic facilities within the City’s rights-of-way located in the area that comprises the Nichols Hills (these rights-of-way located within the Nichols Hills being collectively referred to in this Agreement as the “ROW”) and (ii) to increase the availability of fiber optic based broadband to broadband users located within the Nichols Hills, including but not limited to those users that are currently underserved, in part, due to the limited space available for conduit placement within the ROW; and

WHEREAS, Lessee owns and/or operates, within the City of Nichols Hills certain telecommunications facilities not subject to this Agreement, portions of which are located within the City of Nichols Hills, the extent of which may change over time (“Lessee Network”); and

WHEREAS, Lessee desires to have the ability to install, use and maintain its fiber optic telecommunication cables and appurtenances (“Lessee Fiber Optics”) in the Conduit System, all at the sole cost and expense of the Lessee;

NOW, THEREFORE, in consideration of the foregoing and the following covenants and agreements, it is hereby agreed by and between City and Lessee (hereinafter “Parties”) as follows:

1. USE OF CONDUIT SYSTEM. City hereby leases space in the Conduit System (hereinafter “Conduit Space”) to Lessee on a non-exclusive basis, for Lessee to install, use and maintain Lessee Fiber Optics, in a single innerduct as assigned by City, in all or any part of the Conduit System, anywhere within Nichols Hills, including all future additions to the Conduit System as the City may build or acquire, inclusive of Main Line Extensions, Building Extensions and Non-Typical Conduits as defined in Exhibit A hereto.

2. TERM.

(a) Term. The term of this Agreement shall begin on the Effective Date and shall end on the date that is ten (10) years from the Effective Date, unless earlier terminated as provided herein (“Term”). Notwithstanding any other provision of this Agreement, either party shall have the right to terminate this Agreement on 120 days notice to the other.

(b) Renewal Term. The Parties agree to negotiate in good faith terms acceptable to both Parties for the renewal of this Agreement. Nothing in this Agreement is intended to or does create a legally binding obligation on either Party to renew this Agreement or to reach definitive renewal terms. Each Party acknowledges that if negotiations do not result in definitive renewal terms, then no renewal term is

granted and neither Party is entitled to any compensation from the other Party for any reason connected with the negotiations or their termination.

3. STANDARDS AND SPECIFICATIONS. Lessee shall design, construct, install, secure, use, operate and maintain the Lessee Fiber Optics according to standards to be communicated to and accepted by the Director of Public Works of the City of Nichols Hills. Lessee shall notify City in writing in advance of any proposed changes such standards, which shall constitute a proposed amendment to this Agreement. City shall have thirty (30) business days to review such proposed changes before the changes are implemented. If City objects to the changes within the thirty (30) business day period, the Parties shall negotiate in good faith to reach an agreement respecting the changes. Absent an agreement, the changes shall not be implemented or become a part of this Agreement.

4. OTHER USE. This Agreement shall be subject to and subordinate to City's right to maintain and use the Conduit System, and to use, alter or excavate any portion of the ROW or utilities; provided however that City shall use commercially reasonable efforts to minimize any adverse impact on Lessee's rights under this Agreement. If the City desires to make planned changes to the Conduit System, the City shall provide Lessee not less than ninety (90) days prior written notice setting forth a description of any changes in the Conduit System that could reasonably result in a material diminution or reduction of Lessee's rights under this Agreement. Upon receipt of such notice as described above, Lessee shall, in the case of a relocation, have the right to move, within said 90-day period, all or any portion of its Lessee Fiber Optics to the new location identified by the City that meets or exceeds the specifications and length of conduit currently occupied by Lessee or, in any case, have the right to terminate the affected portions of this Agreement without further liability.

5. CITY'S TITLE. City is the owner and/or holder of the property comprising the ROW associated with the Conduit System and shall be the owner of the Conduit System, subject in each case to the terms and limitations under which they are owned or held, including but not limited to covenants, conditions, restrictions, easements, including pre-existing fiber optic easements or licenses, reversionary interests, bond mortgages and indentures, and other matters, including but not limited to encroachments, licenses and permits, whether or not of record, and to the rights of tenants and licensees in possession. The rights granted herein are subject to each and every existing limitation, restriction or reservation affecting the same; provided however, that City does hereby represent that it possesses, and in the future shall use commercially reasonable efforts maintain, the rights necessary to provide the Conduit Space or Conduit Space leased hereunder in accordance with the terms of this Agreement and Lessee shall have the right to terminate the affected portions of this Agreement without further liability in the event that any limitation, restriction or reservation in such rights has a material adverse impact on Lessee's ability to use the Conduit Space leased hereunder.

6. RESTRICTIONS ON LESSEE. Lessee shall not (a) create, or permit to exist, any lien, encumbrance or other property interest in the Conduit System, or (b) indirectly sell or otherwise transfer any interest hereunder to any person or entity without the prior approval of City, which approval may be denied for reasonable cause shown. Lessee shall not sub-lease its Conduit Space in the Conduit System to any third party. The foregoing notwithstanding, Lessee is not restricted in the normal sale or lease of products and services that utilize Lessee Fiber Optics installed within the Conduit System, including but not limited to selling or leasing dark fiber in Lessee Fiber Optics to third parties including Incumbent or Competitive Local Exchange Carriers, provided that the physical burden on the City's Conduit System is not increased.

7. RENT. To compensate the City for the reasonable value of the Conduit Space, Lessee shall pay annual rent ("Annual Rent") in the amount of Three Dollars and Fifty Cents (\$3.50) per linear foot of Conduit Space. The Annual Rent shall be increased as necessary to ensure it exceeds the annual use fee for revocable

permits set forth in Chapter 38 of Section 3-3 of the Nichols Hills City Code by at least One Dollar (\$1.00) per linear foot. The first payment of Annual Rent shall be due within 15 business days of the Effective Date. Each subsequent payment of Annual Rent shall be due on the anniversary of the Effective Date.

8. ACCEPTANCE.

(a) Pre-acceptance Inspection. Lessee shall have thirty (30) days from the Effective Date or from the date of City's approval of this Agreement to inspect and accept the Conduit Space within the Conduit System. All costs associated with pre-acceptance inspection shall be borne by Lessee. The City shall cooperate with inspection operations and participate if requested, but at Lessee's sole cost and expense. Lessee shall provide City at least five (5) business days' notice of Lessee's desire for such City participation.

(b) Lessee built Assets. Assets constructed or installed within the ROW and attached to the Conduit System by or on behalf of Lessee (the "Assets") shall be inspected by the City within 15 business days of Lessee notifying City that the construction or installation is complete. If acceptance is not granted or a notice of defects is not provided within 15 business days, the Assets shall be deemed accepted by City. The Lessee and City shall work together to reach a solution mutually agreeable to both Parties. As-Built plans including, but not limited to the geospatial special location and physical attributes of the Assets will be submitted in an electronic format acceptable to the City.

9. OWNERSHIP. The Conduit System and all extensions of the Conduit System located in the ROW shall always be and remain the property of City. Assets constructed or installed by Lessee within the ROW and attached to the Conduit System, shall become property of the City immediately upon acceptance by the City. The Lessee Fiber Optics shall always be and remain the property of Lessee unless left in place more than 30 days beyond the end of the term of this Agreement. Lessee shall install and maintain the Lessee Fiber Optics at Lessee's own expense and risk. Further, facilities and equipment, including but not limited to conduit, innerduct, and fiber optic cable, installed by Lessee in the ROW and not connected to the Conduit System or only connected to the Conduit System for the sole purpose of interconnecting the Conduit System with the Lessee Network shall at all times be and remain the property of Lessee and shall be considered a part of the Lessee Network and shall not be a part of the Conduit System. Lessee shall obtain and maintain in full force and effect for and during the Term, and any renewal terms, for the Conduit Space, all rights, licenses, permits, authorizations, franchises, rights of way, easements and other approvals not obtained through this Agreement that are necessary for Lessee to obtain to use and operate the Lessee Fiber Optics within the Conduit Space.

10. LESSEE OBLIGATIONS.

(a) During the Term of this Agreement, Lessee shall maintain the Lessee Fiber Optics in a functional and safe condition. All installation and maintenance of the Lessee Fiber Optics shall be the responsibility of Lessee and shall be performed under its direction by contractors approved by City, such approval not to be unreasonably withheld. Lessee shall perform such maintenance as is reasonably necessary and customary for normal use of the Lessee Fiber Optics in the manner described in Exhibit A. The installation and maintenance of the Lessee Fiber Optics shall be performed in a manner that minimizes any interruption or disruption of the ROW, utilities, communications or streets (including traffic control devices and systems) and shall restore the ROW, utilities, communications and streets (including traffic control devices and systems) to a condition equal to or better than that existing before the work. The Lessee shall follow reasonable guidance and instructions from City for this purpose which need not be the lowest cost or most cost-effective method for Lessee.

(b) If, in the course of Lessee's monitoring and maintenance of the Lessee Fiber Optics, Lessee identifies any degradation in service, failures or defects in the Conduit System, Lessee shall promptly report such degradation in service, failures or defects to the City.

(c) In accordance with the Nichols Hills City Code, Lessee shall be responsible for all damage, loss, and expense which may result by reason of defective material and/ or workmanship in connection with work performed by Lessee under this Agreement, arising within a period of one (1) year from acceptance of said work by the City pursuant to Section 8(b) above. Lessee shall promptly repair such defect and pay, or cause to be paid, all expenses associated with said repair; and Lessee shall save and hold the City harmless from all damages, loss, and expense occasioned by or resulting from such defect.

(d) Where Lessee facilities installed before this Agreement, if any, become attached to and part of the Conduit System, but such previous installations were not in accordance with the agreed standards, Lessee agrees, at City's request, to make such changes as are required to bring installation in line with the standards. Cost associated with this work is the responsibility of the Lessee.

(e) Where required by state, federal or local law, Lessee is obligated to taxes and similar liabilities attributable to this Agreement or any facilities installed pursuant to this Agreement.

(f) Lessee shall indemnify and hold the City harmless from all damages, loss and expenses, including attorney fees, occasioned by or resulting from Lessee's acts and omissions pursuant to or in connection with this Agreement.

11. NO CITY LIABILITY. Notwithstanding any provision contained herein, this Agreement shall not impose liability upon the City or create an obligation to expend any funds beyond the amount of Conduit Rent paid to the City in the then-current fiscal year.

12. NOTICES. City and Lessee agree to keep contact information complete and updated. Except as otherwise provided in this Agreement, any notice or other communication shall be given in writing and sent by registered or certified mail, postage prepaid, return receipt requested or by recognized overnight delivery, or by email provided the email is followed in writing by one of the aforementioned methods within seventy-two (72) hours. Except as otherwise specifically provided, notices and other communications shall be deemed given and received three days after the date of mailing or, in the case of notices or other communications delivered in person, when received at the recipient's designated address for notices. The addresses for notice may be changed by giving written notice in accordance with this Section.

(a) City. City's representative for notice and communications with Lessee is:

City of Nichols Hills
Attn: City Clerk
6407 Avondale Dr.,
Nichols Hills, OK 73116

(b) Lessee. Lessee's representative for notice and communications with City is:

Dobson Technologies Transport & Telecom Solutions LLC
14101 Wireless Way, Suite 300
Oklahoma City, Oklahoma 73134

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates set forth below.

CITY: CITY OF NICHOLS HILLS, OKLAHOMA, a municipal corporation

Approved by the Mayor of the City of Nichols Hills, Oklahoma, on the _____ day of November, 2022.

ATTEST:

Mayor

City Clerk

Reviewed as to Form and Legality:

City Attorney

LESSEE: Dobson Technologies Transport & Telecom Solutions, LLC

By: _____

Name: _____

Title: _____

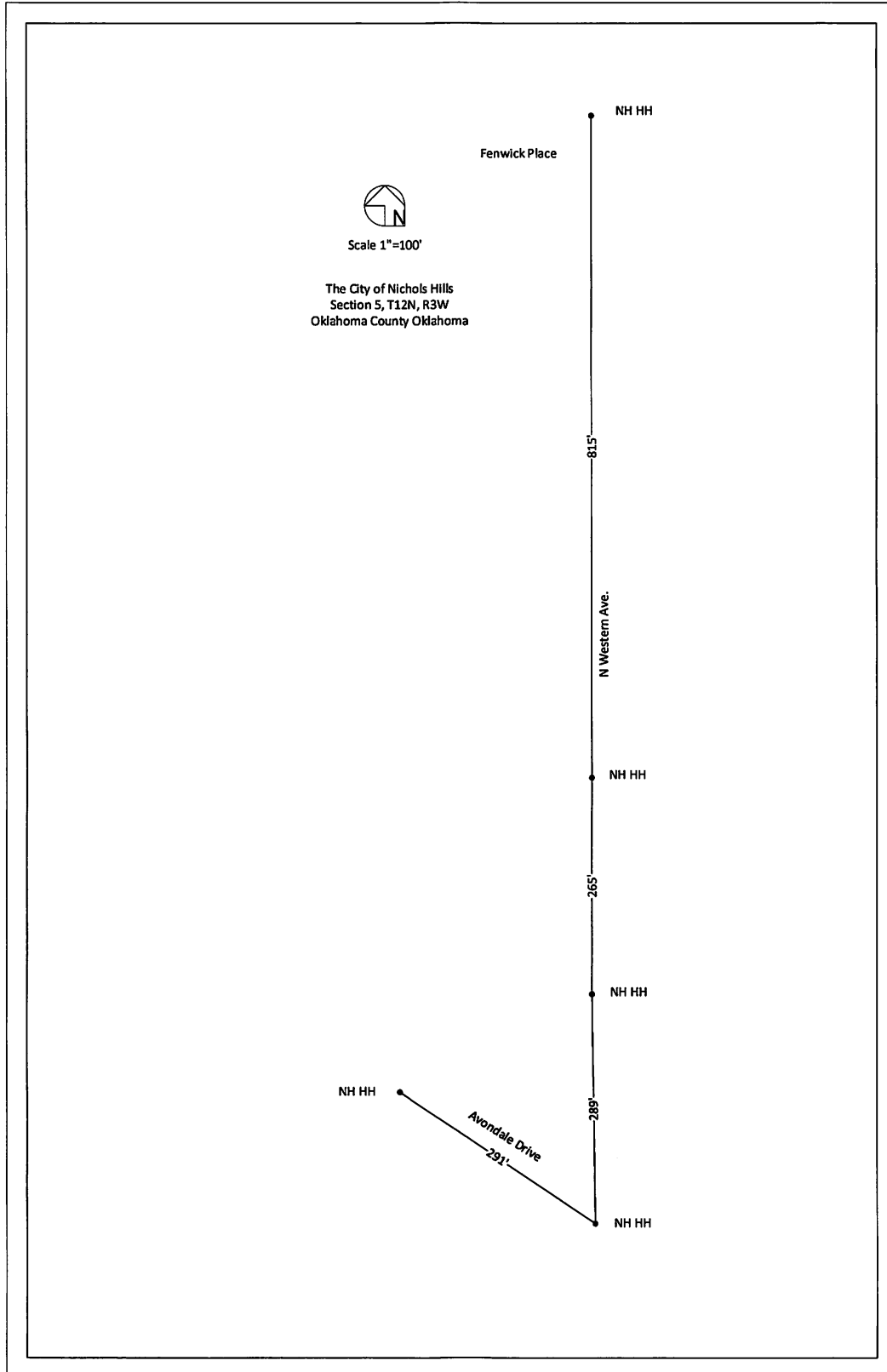
Date: _____

Attachment: Dobson-Nichols Hills Conduit Lease rev 11-17 with exhibits (6165 : Dobson Transport)

Exhibit A
DEFINITIONS

- “Main Line” means the portion of the Conduit System consisting of manholes, hand holes, conduit, the running line of which is as generally depicted in Exhibit B, and segments of which may be populated existing copper traffic operations wire.
- “Main Line Extension” means any extension of the Main Line subsequent to the Effective Date, whether constructed by the City or by any tenant in the Conduit System, including Lessee.
- “Non-Typical Conduit” means any existing 1” traffic conduit located within the Nichols Hills.
- “Building Extension” means that portion of the Conduit System, located within the ROW, originating at a manhole or hand hole in the Main Line and extending to a building entrance point, excluding the building entrance point.

Exhibit B-1
CONDUIT SYSTEM



Attachment: Dobson-Nichols Hills Conduit Lease rev 11-17 with exhibits (6165 : Dobson Transport)

Exhibit B-2
INITIAL USE OF CONDUIT SYSTEM



Attachment: Dobson-Nichols Hills Conduit Lease rev 11-17 with exhibits (6165 : Dobson Transport)



CITY OF NICHOLS HILLS, OKLAHOMA
Application for Revocable Permit
Utility Service Provider Right-of-Way Use

Completed applications and the required fees should be submitted to the Nichols Hills City Clerk, 6407 Avondale Drive, Nichols Hills, Oklahoma 73116.

Applicant is encouraged to consult Article VII, *Utility Right-of-Way Use*, in Chapter 38 of the Nichols Hills City Code ("the Code").

Approval of this Application requires approval by the Nichols Hills City Council.

Staff use only

Case # _____

Date filed _____

Fee receipt # _____

Attach a separate sheet to provide complete answers if necessary.

Applicant's name: Dobson Technologies aka Dobson Fiber

Primary contact: Marshall Birchett

Mailing address: 14101 Wireless Way, Suite 300

Telephone number(s): 405-242-1115

Email address(es): mbirchett@dobson.net

This is an application for:

- ☒ New Revocable Permit
☐ Renewal of an existing Revocable Permit
☐ Transfer or modification of existing Revocable Permit

For new permits, describe the proposed utility facilities and utility service to be provided: _____
High speed internet

For renewals of existing permits, describe the need for renewal: _____

For transfers or modifications to an existing permit, describe the need for transfer or modification: _____

Two original sets and one electronic set of the following must be attached to this Application, as required by Section 38-220 of the Code:

1. **Map of utility facilities.** An accurate and detailed map showing the location of applicant's existing and any proposed utility facilities.
2. **Construction plans.** Detailed and certified construction project plans for any proposed utility facilities.

This Application will be considered officially submitted and filed only after it is examined by the City Clerk and found to have met the applicable requirements of the Code and those set out in this Application and after all City and State fees associated with the Application have been paid. At that time, the City Public Works Director and the

City Engineer will review this Application, and if they approve the proposed plans, they will so notify the City Clerk. At that time, the City Clerk will set this Application for hearing before the Nichols Hills City Council. Applicant will be advised of the date and time for that hearing. It is highly recommended that Applicant attend (or have a representative attend) that hearing and be prepared to answer questions.

By submitting this Application, applicant agrees that if this Application is approved by the City Council, applicant will enter into a binding revocable permit agreement with the City and will thereafter comply with the requirements set out in it, including compliance with Section 38-220 of the Code and all other applicable provisions of the Code.

The above statements in this Application and all attachments to it are true and correct.

Submitted and agreed to this 16 day of Nov, 2022

Signature: 

Print applicant's full legal name: Marshall Birchett

Print signatory party's title if applicant is a legal entity: Right-of -Way Manager



REVOCABLE RIGHT-OF-WAY USE PERMIT

This Revocable Right-of-Way Use Permit (this “Permit”) is made and entered into by THE CITY OF NICHOLS HILLS, OKLAHOMA, a municipal corporation, acting by and through its Mayor and City Council, hereinafter called “City” and Dobson Fiber, hereinafter called “Permittee.”

WHEREAS, Permittee is a telecommunication and fiber optic cable company and [for aerial]: desires to install and thereafter maintain aerial cable telecommunication and fiber optic cable (the “Cable”), on the poles located] OR [for underground]: desires to directionally bore to install and thereafter maintain cable telecommunication and fiber optic cable (the “Cable”), in the public right-of-way along [applicable streets]; and

WHEREAS, it is in the interest of the citizens of the City of Nichols Hills, Oklahoma that the Cable be installed and maintained within the public right-of-way; and

WHEREAS, Permittee will install and maintain the Cable in accordance with all applicable regulations of the Nichols Hills City Code; and

WHEREAS, the City is willing to grant a revocable permit for encroachment on the public right-of-way for the purpose of installing and maintaining the Cable.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the parties mutually agree hereto as follows:

1. City hereby grants Permittee a revocable permit for use of the public rights-of-way for the purpose of installing and maintaining the Cable in the area [for aerial]: and on the poles] depicted on Exhibit “A” attached hereto (the “Fiber Optic Cable Site”).
2. The Cable will not impede pedestrian or vehicle traffic flow.
3. The Cable will not obstruct views of traffic, nor constitute a hazard to traffic.

4. This Permit may not be transferred, assigned, or disposed of by sale, lease, merger, consolidation, or other act of the Permittee, by operation of law or otherwise, without the prior consent of the City Council.
5. This Permit shall be subject to, and subordinate to, the rights of the City to construct, operate, and maintain the public ways and any facilities therein.
6. The Permittee shall not make or suffer any use of the Fiber Optic Cable Site contrary to any law, State statute or City ordinance currently in effect or hereafter adopted.
7. Subject to compliance with all provisions of this Permit and the local ordinances of the City, Permittee is authorized to install and maintain the Cable within the Fiber Optic Cable Site and such installation and maintenance, as well as removal, of improvements within the Fiber Optic Cable Site will be at the sole risk and expense of Permittee.
8. Permittee agrees to pay the fees required by Section 38-219 of the Nichols Hills City Code and to comply with the requirements set out in Section 38-222 of the Nichols Hills City Code, including submission of a set of “as-built” plans for the Fiber Optic Cable Site and an updated map of the Fiber Optic Cable Site to the City within 30 days of completion of the project and submission of an annual status report by December 31 of every calendar year, such report consisting of an updated map identifying the existing utility facilities within the Fiber Optic Cable Site and any alterations to the Cable or the Fiber Optic Cable Site made during the previous 12 months.
9. Permittee may perform necessary maintenance or other work on the Cable in the Fiber Optic Cable Site but must do so at its own expense and must promptly remove

any obstructions and restore the Fiber Optic Cable Site to as good a condition as existed before the work was undertaken, unless otherwise directed by the City.

10. Permittee must fully cooperate with the City and other utility service providers using the public rights-of-way.
11. Permittee shall be responsible for and shall indemnify and hold the City harmless from all claims, suits, actions or judgments, including but not limited to all expenses, attorneys' fees, witness fees, and all other costs of defending any such action or claim or appeals therefrom, arising out of any defect of the Fiber Optic Cable Site or from the installation and maintenance of the Cable by Permittee, its agents, servants or employees or its invitees or licensees.
12. This Permit shall be revocable by the City at any time. Upon cancellation of this Permit, Permittee shall have 120 days to remove the Cable and other improvements of Permittee located within the Fiber Optic Cable Site. After such time, the City reserves the right to retain the ownership, use, occupancy or possession of the Cable or other improvements of Permittee remaining within the Fiber Optic Cable Site, or to remove the same at its own cost and expense.

(Remainder of this page left blank intentionally.)

APPROVED AND ACCEPTED, on this 16 day of November,
2022 by:

“PERMITTEE”

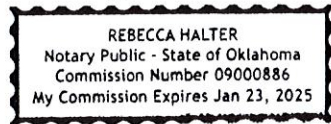
[Name and type of entity]

By: 

Name: Marshall Birchett

Title: Right-of-Way Manager

Acknowledged before me this 16 day of November, 2022.





NOTARY PUBLIC

Commission number: 09000886
My commission expires: 1-23-25

“CITY”

APPROVED by the Mayor of the City of Nichols Hills, Oklahoma, on the ____ day of _____, 20____.

ATTEST:

Mayor

City Clerk

Reviewed as to Form and Legality:

City Attorney

Attachment: Dobson - Western Avondale (6166 : Revocable Permit - Dobson Western & Avondale)



CITY OF NICHOLS HILLS, OKLAHOMA

Application for Revocable Permit Utility Service Provider Right-of-Way Use

Completed applications and the required fees should be submitted to the Nichols Hills City Clerk, 6407 Avondale Drive, Nichols Hills, Oklahoma 73116.

Applicant is encouraged to consult Article VII, *Utility Right-of-Way Use*, in Chapter 38 of the Nichols Hills City Code ("the Code").

Approval of this Application requires approval by the Nichols Hills City Council.

Staff use only

Case # _____

Date filed _____

Fee receipt # _____

Attach a separate sheet to provide complete answers if necessary.

Applicant's name: Rick Thagard

Primary contact: Cheryl Wallace

Mailing address: 5924 NW 5th St, Okc OK 73127

Telephone number(s): 405-605-3551

Email address(es): gwutility@coxinet.net

This is an application for:

- ☒ New Revocable Permit
☐ Renewal of an existing Revocable Permit
☐ Transfer or modification of existing Revocable Permit

For new permits, describe the proposed utility facilities and utility service to be provided: For Dobson Fiber we are adding fiber-optic cable to service Five Rings 1000 W Wilshire with communications.

For renewals of existing permits, describe the need for renewal: _____

For transfers or modifications to an existing permit, describe the need for transfer or modification: _____

Two original sets and one electronic set of the following must be attached to this Application, as required by Section 38-220 of the Code:

1. **Map of utility facilities.** An accurate and detailed map showing the location of applicant's existing and any proposed utility facilities.
2. **Construction plans.** Detailed and certified construction project plans for any proposed utility facilities.

This Application will be considered officially submitted and filed only after it is examined by the City Clerk and found to have met the applicable requirements of the Code and those set out in this Application and after all City and State fees associated with the Application have been paid. At that time, the City Public Works Director and the

Attachment: Dobson - Wilshire (6167 : Revocable Permit - Dobson Wilshire)

City Engineer will review this Application, and if they approve the proposed plans, they will so notify the City Clerk. At that time, the City Clerk will set this Application for hearing before the Nichols Hills City Council. Applicant will be advised of the date and time for that hearing. It is highly recommended that Applicant attend (or have a representative attend) that hearing and be prepared to answer questions.

By submitting this Application, applicant agrees that if this Application is approved by the City Council, applicant will enter into a binding revocable permit agreement with the City and will thereafter comply with the requirements set out in it, including compliance with Section 38-220 of the Code and all other applicable provisions of the Code.

The above statements in this Application and all attachments to it are true and correct.

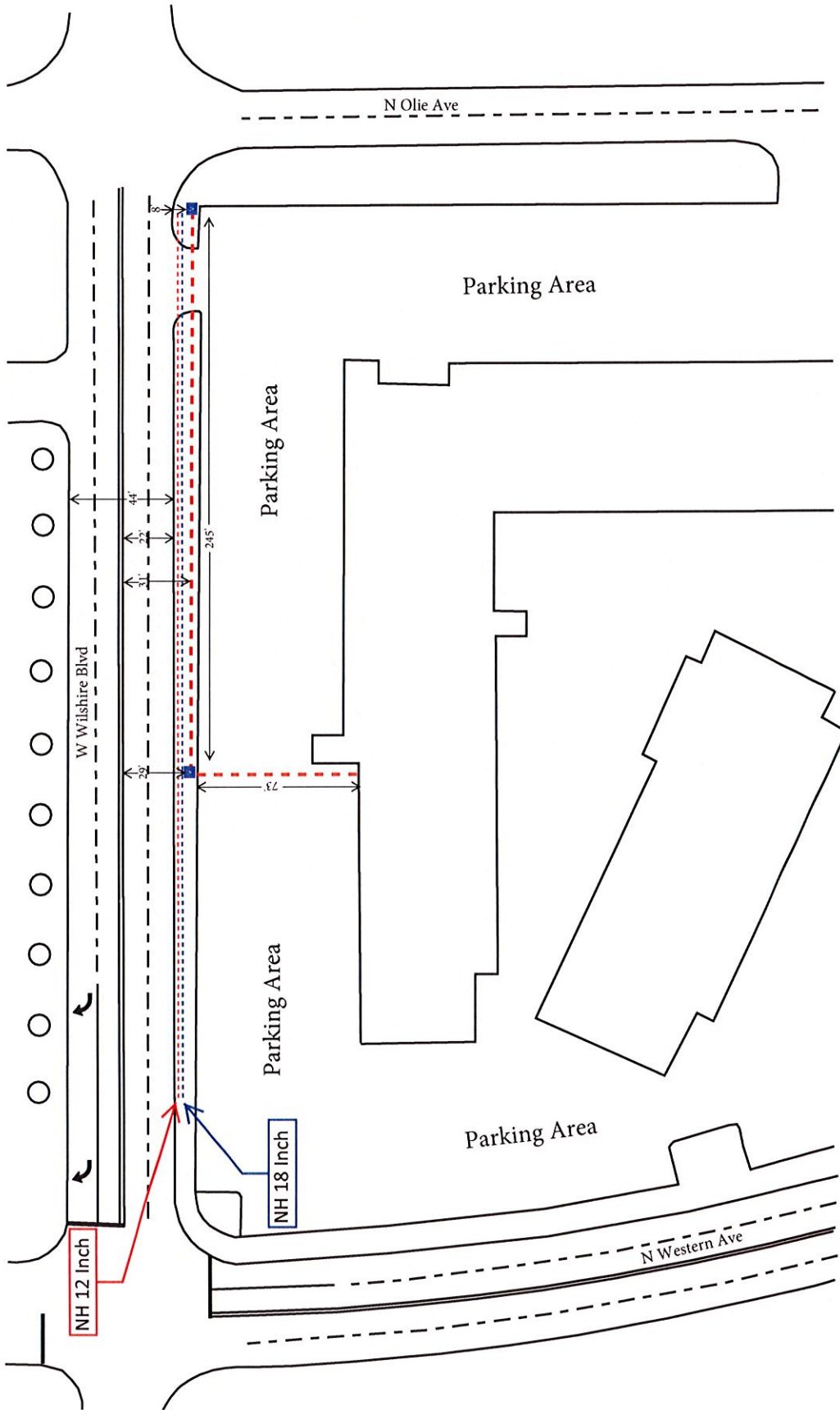
Submitted and agreed to this 19 day of Aug, 2022.

Signature: _____



Print applicant's full legal name: Ricky D Thagard

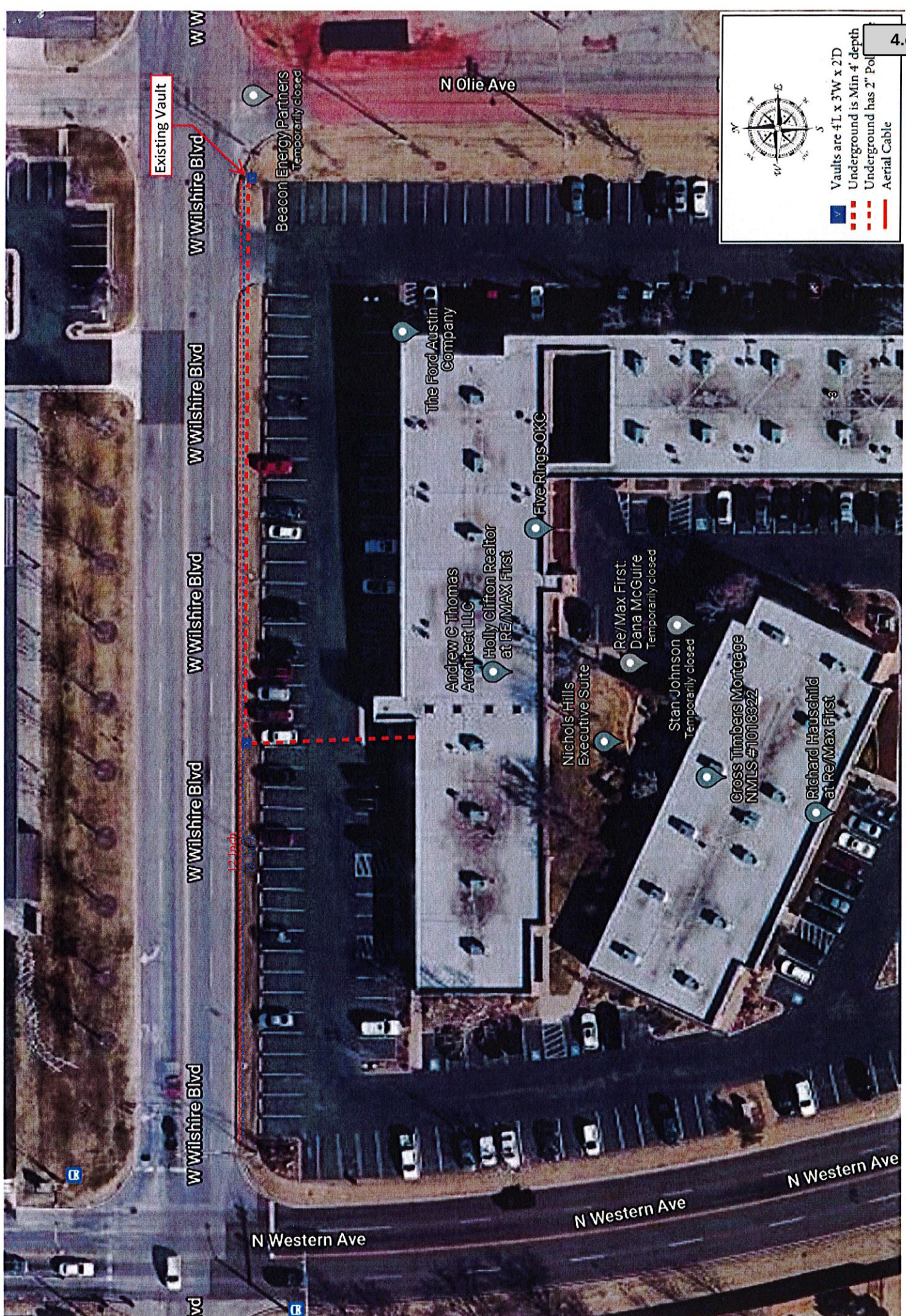
Print signatory party's title if applicant is a legal entity: _____





4.c.a

Vaults are 4'L x 3'W x 2'D
 Underground is Min 4' de
 Underground has 2" Poly



4.c.a