





**PIEDMONT CODE OF ORDINANCES
2015 SUPPLEMENT NO. 7**

APPENDIX INDEX

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AN ORDINANCE OF THE CITY OF PIEDMONT & PIEDMONT MUNICIPAL AUTHORITY,
OKLAHOMA

ORDINANCE NO. ~~593~~ 597

AN ORDINANCE AMENDING THE EMPLOYEE RETIREMENT SYSTEM, DEFINED BENEFIT PLAN FOR CITY OF PIEDMONT & PIEDMONT MUNICIPAL AUTHORITY, OKLAHOMA; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF CITY OF PIEDMONT & PIEDMONT MUNICIPAL AUTHORITY, OKLAHOMA; PERTAINING TO SERVICE CREDIT PRIOR TO ORIGINAL PLAN EFFECTIVE DATE; PROVIDING FOR REPEALER AND SEVERABILITY; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY CITY COUNCIL OF THE CITY OF PIEDMONT & PIEDMONT MUNICIPAL AUTHORITY, OKLAHOMA.

Section 1. **AMENDATORY.** The Employee Retirement System, Defined Benefit Plan, of the City of Piedmont & Piedmont Municipal Authority, Oklahoma, is hereby amended as reflected on the attached Exhibit "A", which is incorporated herein and adopted by reference. These amendments shall become effective on February 1, 2014.

Section 2. **EXECUTION AUTHORIZATION.** The City Clerk and Mayor be and they are hereby authorized and directed to execute the amended Retirement System Plan documents and to do all the other acts necessary to put said amendment into effect and to maintain IRS qualification of the Plan. The executed amended document attached hereto as Exhibit "A" is hereby ratified and confirmed in all respects.

Section 3. **SEVERABILITY.** If, regardless of cause, any section, subsection, paragraph, sentence, or clause of this ordinance, including the System as set forth in Exhibit "A" is held invalid or to be unconstitutional, the remaining sections, subsections, paragraphs, sentences, or clauses shall continue in full force and effect and shall be construed thereafter as being the entire provisions of this ordinance.

Section 4. **REPEALER.** Any ordinance inconsistent with the terms and provisions of this ordinance is hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

Section 5. **EMERGENCY.** Whereas, in the judgment of the City Council of the City of Piedmont & Piedmont Municipal Authority, Oklahoma, the public peace, health, safety, and welfare of the City of Piedmont & Piedmont Municipal Authority, Oklahoma, and the inhabitants thereof demand the immediate passage of this ordinance, an emergency is hereby



AN ORDINANCE OF THE CITY OF PIEDMONT & PIEDMONT MUNICIPAL AUTHORITY,
OKLAHOMA

ORDINANCE NO. 602

AN ORDINANCE AMENDING THE EMPLOYEE RETIREMENT SYSTEM, DEFINED BENEFIT PLAN OF THE CITY OF PIEDMONT & PIEDMONT MUNICIPAL AUTHORITY, OKLAHOMA, TO INCORPORATE THE DEFINITION OF SPOUSE; PROVIDING FOR EFFECTIVE DATE, PROVIDING FOR REPEALER AND SEVERABILITY; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PIEDMONT & PIEDMONT MUNICIPAL AUTHORITY, OKLAHOMA:

Section 1. **AMENDATORY.** The Employee Retirement System, Defined Benefit Plan of the City of Piedmont & Piedmont Municipal Authority, is hereby amended, which is incorporated herein by reference.

Pursuant to the authority vested in the undersigned, Subsection 2.1(mm) of the Oklahoma Municipal Retirement Fund Master Defined Benefit Plan (the "Plan") is hereby amended to read as follows and to renumber the current Subsection (mm) and the subsequent Subsections accordingly:

"(mm) **Spouse:** Effective as of June 26, 2013 and in accordance with Revenue Ruling 2013-17 and IRS Notice 2014-19, for Federal tax purposes which may apply to qualified retirement plans under Code Section 401(a), the terms 'spouse,' 'husband,' and 'wife' include an individual married to a person of the same sex if the individuals are lawfully married under state law, and the term "marriage" includes such marriage between individuals of the same sex, and a marriage of same-sex individuals that was validly entered into in a state whose laws authorize the marriage of two individuals of the same sex even if the married couple is domiciled in a state that does not recognize the validity of same-sex marriages. For all other Plan purposes and which are not required for Federal tax purposes as described in the preceding sentence, the term 'spouse' will be defined as a spouse which is legally recognized in the State of Oklahoma."

Except as otherwise provided in this Windsor Amendment to the Oklahoma Municipal Retirement Fund Master Defined Benefit Plan ("Amendment"), the Plan is hereby ratified and confirmed in all respects. This Amendment shall be effective as of June 26, 2013.

Section 2. **REPEALER.** All ordinances in conflict herewith are hereby repealed.

Section 3. **SEVERABILITY.** If any part, article, section, or subsection of this ordinance shall be held invalid or unconstitutional for any reason, such holding shall not be construed to impair or invalidate the remainder of this ordinance, notwithstanding such holding.

Section 4. **EMERGENCY.** It being immediately necessary for the preservation of the public peace, health, safety, and welfare of the City of Piedmont and the inhabitants thereof that this ordinance be put into full force and effect, an emergency is hereby declared to exist by reason whereof this ordinance shall be in full force and effect from and after its passage and approval.

END

The foregoing ordinance was introduced before the City of Piedmont & Piedmont Municipal Authority City Council on the 27th day of Oct, 20 14, and was duly adopted and approved by the Mayor and City Council of the City of Piedmont & Piedmont Municipal Authority on the 6th day of Nov, 20 14, after compliance with notice requirements of the Open Meeting Law (25 OSA, Sections 301, et seq.).

ATTEST:

Genine Smith
CITY CLERK

Valerie Thompson
Vice MAYOR

Approved as to form and legality on October 27, 2014.

[Signature]
CITY ATTORNEY

ORDINANCE NO. 608

AN ORDINANCE AMENDING THE EMPLOYEE RETIREMENT SYSTEM, DEFINED CONTRIBUTION PLAN FOR THE CITY OF PIEDMONT & PIEDMONT MUNICIPAL AUTHORITY, OKLAHOMA BY ADOPTING A REVISED AND RESTATED RETIREMENT PLAN; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF THE CITY OF PIEDMONT & PIEDMONT MUNICIPAL AUTHORITY, OKLAHOMA; PROVIDING FOR PURPOSE AND ORGANIZATION; PROVIDING FOR DEFINITIONS; PROVIDING FOR ELIGIBILITY AND PARTICIPATION; PROVIDING FOR NON-ALIENATION OF BENEFITS; LOSS OF BENEFITS FOR CAUSE AND LIMITATIONS OF BENEFITS; PROVIDING FOR EMPLOYER AND EMPLOYEE CONTRIBUTIONS; PROVIDING FOR ACCOUNTING, ALLOCATION, AND VALUATION; PROVIDING BENEFITS; PROVIDING FOR REQUIRED NOTICE; PROVIDING FOR AMENDMENTS AND TERMINATION; PROVIDING FOR TRANSFER TO AND FROM OTHER PLANS; CREATING A RETIREMENT COMMITTEE AND PROVIDING FOR POWERS, DUTIES, AND RIGHTS OF RETIREMENT COMMITTEE; PROVIDING FOR PAYMENT OF CERTAIN OBLIGATIONS; PROVIDING FOR DURATION AND PAYMENT OF EXPENSES; PROVIDING FOR EFFECTIVE DATE; PROVIDING FOR VESTING SCHEDULES; PROVIDING FOR A FUND TO FINANCE THE SYSTEM TO BE POOLED WITH OTHER INCORPORATED CITIES, TOWNS AND THEIR AGENCIES AND INSTRUMENTALITIES FOR PURPOSES OF ADMINISTRATION, MANAGEMENT, AND INVESTMENT AS PART OF THE OKLAHOMA MUNICIPAL RETIREMENT FUND; PROVIDING FOR PAYMENT OF ALL CONTRIBUTIONS UNDER THE SYSTEM TO THE OKLAHOMA MUNICIPAL RETIREMENT FUND FOR MANAGEMENT AND INVESTMENT; PROVIDING FOR REPEALER AND SEVERABILITY; ADOPTING THOSE AMENDMENTS MANDATED BY THE INTERNAL REVENUE CODE.

BE IT ORDAINED BY THE CITY COUNCIL OF PIEDMONT & PIEDMONT MUNICIPAL AUTHORITY, OKLAHOMA:

Section 1. That pursuant to the authority conferred by the laws of the State of Oklahoma, and for the purpose of encouraging continuity and meritorious service on the part of City employees and thereby promote public efficiency, there is hereby authorized created, established, and approved and adopted, effective as of **October 1, 2015**, the amended and restated Plan designated "Employee Retirement System of the City of Piedmont & Piedmont Municipal Authority, Oklahoma, Defined Contribution Plan," (hereinafter called System), an executed counterpart of which is marked Exhibit "A" (Joinder Agreement) and Exhibit "B" (amended and restated plan) and attached hereto as part hereof.

Section 2. FUND. A fund is hereby provided for the exclusive use and benefit of the persons entitled to benefits under the System. All contributions to such fund shall be paid over to and received in trust for such purpose by the City. Such Fund shall be pooled for purposes of management and investment with similar funds of other incorporated cities, towns, and municipal trusts in the State of Oklahoma as a part of the Oklahoma Municipal Retirement Fund in accordance with the trust agreement of the Oklahoma Municipal Retirement Fund, a public trust. The City shall hold such contributions in the form received, and from time to time pay over and transfer the same to the Oklahoma Municipal Retirement Fund, as duly authorized and directed by the Board of Trustees. The Fund shall be nonfiscal and shall not be considered in computing any levy when the annual estimate is made to the County Excise Board.

Section 3. APPROPRIATIONS. The City of Piedmont & Piedmont Municipal Authority, Oklahoma, is hereby authorized to incur the necessary expenses for the establishment, operation, and administration of the System, and to appropriate and pay the same. In addition, the City of Piedmont & Piedmont Municipal Authority, Oklahoma, is hereby authorized to appropriate annually such amounts as are required in addition to employee contributions to maintain the System and the Fund in accordance with the provisions of the Defined Contribution Plan. Any appropriation so made to maintain the System and Fund shall be for deferred wages or salaries, and for the payment of necessary expenses of operation

and administration to be transferred to the trustees of the Oklahoma Municipal Retirement Fund for such purposes and shall be paid into the Fund when available, to be duly transferred to the Oklahoma Municipal Retirement Fund.

Section 4. EXECUTION. The Mayor and City Clerk be and they are each hereby authorized and directed to execute (in counterparts, each of which shall constitute an original) the System instrument, and to do all other acts and things necessary, advisable, and proper to put said System and related trust into full force and effect, and to make such changes therein as may be necessary to qualify the same under Sections 401(a) and 501(a) of the Internal Revenue Code of the United States. The counterpart attached hereto as Exhibit "A" and Exhibit "B", which has been duly executed as aforesaid simultaneously with the passage of this Ordinance and made a part hereof, is hereby ratified and confirmed in all respects.

This Committee is hereby authorized and directed to proceed immediately on behalf of the City of Piedmont & Piedmont Municipal Authority, Oklahoma, to pool and combine the Fund into the Oklahoma Municipal Retirement Fund as a part thereof, with similar funds of such other cities and towns, for purposes of pooled management and investment.

Section 5. REPEALER. Any Ordinance inconsistent with the terms and provisions of this Ordinance is hereby repealed, provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this Ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this Ordinance.

Section 6. SEVERABILITY. If, regardless of cause, any section, subsection, paragraph, sentence or clause of this Ordinance, including the System as set forth in Exhibit "A" and Exhibit "B", is held invalid or to be unconstitutional, the remaining sections, subsections, paragraphs, sentences, or clauses shall continue in full force and effect and shall be construed thereafter as being the entire provisions of this Ordinance.

END

The undersigned hereby certifies that the foregoing Ordinance was introduced before the City Council of the City of Piedmont & Piedmont Municipal Authority on the 26 day of May, 2015, and was duly adopted and approved by the Mayor and City Council, on the 26 day of May, 2015, after compliance with notice requirements of the Open Meeting Law (25 OSA, Sections 301, et. seq.).

City of Piedmont & Piedmont Municipal Authority

By Tahira Thomson
Mayor

ATTEST:

Gerrilyn Smith
Clerk

Approved as to form and legality on May 26 2015.

Ch. S.
ATTORNEY

**OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED CONTRIBUTION PLAN
JOINDER AGREEMENT**

City of Piedmont & Piedmont Municipal Authority, a city, town, agency, instrumentality, or public trust located in the State of Oklahoma, with its principal office at Piedmont, hereby establishes a Defined Contribution Plan to be known as City of Piedmont & Piedmont Municipal Authority Plan (the "Plan") in the form of the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan.

Except as otherwise provided herein, the definitions in Article II of the Plan apply.

1. Dates.

- This instrument is a new Plan effective ____ (date may not be prior to Plan Year of the date of execution).
- This instrument is an amendment, restatement and continuation of the Previous Plan, which was originally effective March 6, 1997. The effective date of this Joinder Agreement is October 1, 2015 (date may not be prior to Plan Year of the date of execution), except as otherwise stated in the Plan and the Joinder Agreement

2. Employee.

The word "Employee" shall mean:

- Any person, other than a Leased Employee, who, on or after the Effective Date, is considered to be a regular full-time employee in accordance with the Employer's standard personnel policies and practices, and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.
- Any person, other than a Leased Employee, who, on or after the Effective Date, is considered to be a regular employee in accordance with the Employer's standard personnel policies and practices (including part-time, seasonal and temporary employees), and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.
- Any person who, on or after the Effective Date, as of, holds the position of:
 - City Manager, City or Town Administrator, President, Chief Executive Officer, General Manager, or District Manager, as applicable.
 - Assistant City Manager Chief of Police Fire Chief
 - Department Head or Department Manager
 - Finance Director or Chief Financial Officer
 - General Counsel or Municipal Attorney Municipal Judge
 - (specify position)

The word "Employee" shall not include:

- Any person who is currently accruing benefits under any other state or local retirement system.
- Any person in the following position and who is covered under another retirement program or system approved by the City:
 - City Manager, City or Town Administrator, President, Chief Executive Officer, General Manager, or District Manager, as applicable.
 - Assistant City Manager Chief of Police Fire Chief
 - Department Head or Department Manager
 - Finance Director or Chief Financial Officer
 - General Counsel or Municipal Attorney Municipal Judge
 - (specify position)
- Any person who .

3. Entry Date.

Eligible Employees shall commence participation in the Plan: (Select only one)

- months (any number of months up to twelve) after the later of the Employee's Employment Commencement Date or the date the definition of Employee in Section 2 hereof was met, provided that the individual has met the definition of Employee in Section 2 hereof throughout such period.
- On the Employee's Employment Commencement Date. (If the Employer has opted out of Old Age and Disability Insurance (OADI), this option must be elected).

4. ~~6.~~ Definition of Compensation.

Compensation shall exclude the item(s) listed below:

- No exclusions.
- Overtime pay.
- Bonuses.
- Commissions.
- Longevity Pay.
- Severance pay.
- Fringe benefits, expense reimbursements, deferred compensation and welfare benefits.
- Accrued vacation or sick leave paid upon termination of employment and moving expenses.
- Other:

5. Plan Design.

The Employer hereby elects the following Plan design:

- Pick-up Option. Each Employee shall be required to contribute to the Plan ___% of his or her Compensation. These contributions shall be picked up and assumed by the Employer and paid to the Fund in lieu of contributions by the Participant. No Participant shall have the option of receiving the contributed amounts directly as Compensation.

- Thrift Plan Option.

A Participant may elect to contribute to the Plan for each Valuation Period an amount which is at least 1%, but no more than ___% of his Compensation ("Mandatory Contributions"). Mandatory Contributions shall be made by payroll deductions. A Participant shall authorize such deductions in writing on forms approved by, and filed with the Committee.

- The Employer shall contribute to the Fund an amount equal to ___% of the total Mandatory Contributions contributed by Participants.

The Employer contribution shall be allocated in the proportion which the Mandatory Contributions of each such Participant for such Valuation Period bear to the total Mandatory Contributions contributed by all such Participants for such Valuation Period. Forfeitures attributable to Employer contributions under the Thrift Plan Option of this Section 5 shall be used to reduce Employer contributions under such Option.

- Fixed Option. The Employer shall contribute to the Fund an amount equal to ___% of the total covered Compensation of all Participants for the Valuation Period. The Employer contribution shall be allocated in the proportion which the Compensation of each such Participant for such Valuation Period bears to the Compensation paid to all such Participants for such Valuation Period.

- Variable Option.

The Employer intends to make a contribution to the Plan for the benefit of the Participants for each Valuation Period. The contribution may be varied from year to year by the Employer. (Select one option below)

Option A: The Employer contribution shall be allocated in the proportion that each such Participant's total points awarded bear to the total points awarded to all Participants with respect to such year. A Participant shall be awarded one point for each Year of Service.

Option B: The Employer contribution shall be allocated in the proportion which the Compensation of each such Participant for such Valuation Period bears to the Compensation paid to all such Participants for such Valuation Period.

Option C: A combination of Options A and B in the following ratios: ___% for Option A, and ___% for Option B.

401(k) Option.

(This Option available only if elected prior to May 1, 1986)

Participant Deferral Elections shall be allowed under the provisions of Section 4.8 of the Plan. Participants shall be allowed to defer no more than % of their Compensation for each election period.

Section 4.8(d) of the Plan ("Roth Elective Deferrals") shall apply to contributions after (enter a date later than January 1, 2006, but not earlier than the date the Roth option was initially adopted), and the Plan will accept a direct rollover from another Roth elective deferral account under an applicable retirement plan as described in Code Section 402A(e)(1).

Matching Contribution Option. The Employer shall contribute to the Fund an amount equal to % of the Participant's contributions under the Employer's Section 457(b) Deferred Compensation Plan. The Employer matching contribution shall be limited to % of the Participant's Compensation. Forfeitures attributable to Employer matching contributions under this Matching Contribution Option of Section 5 shall be used to reduce Employer matching contributions under such Option.

No Employer Contribution Option.

6. Other Participant Contribution Options.

Voluntary Nondeductible Contributions by Participants shall be allowed under the provisions of Section 4.4 of the Plan.

A Participant may not withdraw Voluntary Nondeductible Contributions.

Participants shall not contribute to the Plan.

7. Self-Directed Investments.

Are permitted.

Are not permitted.

8. Allocation of Forfeitures Available.

Forfeitures of Employer contributions attributable to the Fixed Option or Variable Option under Section 5 hereof:

Shall be added to Employer contribution under such Option.

Shall reduce the Employer contribution under such Option.

9. Service for Worker's Compensation Period.

If a Participant is on an Authorized Leave of Absence and is receiving worker's compensation during such Authorized Leave of Absence, such Participant

shall be credited with Service for such period for purposes of vesting only and not for purposes of allocations of Employer Contributions.

shall not be credited with Service for such period.

10. Vesting.

For purposes of vesting under Section 6.4 of the Plan, the Employer hereby elects the following Option:

Option A

| <u>Years of Service</u> | <u>Vested Percentage</u> | <u>Forfeited Percentage</u> |
|-----------------------------|--------------------------|-----------------------------|
| less than 1 | 0% | 100% |
| at least 1 but less than 2 | 10% | 90% |
| at least 2 but less than 3 | 20% | 80% |
| at least 3 but less than 4 | 30% | 70% |
| at least 4 but less than 5 | 40% | 60% |
| at least 5 but less than 6 | 50% | 50% |
| at least 6 but less than 7 | 60% | 40% |
| at least 7 but less than 8 | 70% | 30% |
| at least 8 but less than 9 | 80% | 20% |
| at least 9 but less than 10 | 90% | 10% |
| 10 or more | 100% | 0% |

Option B

| <u>Years of Service</u> | <u>Vested Percentage</u> | <u>Forfeited Percentage</u> |
|----------------------------|--------------------------|-----------------------------|
| Less than 3 | 0% | 100% |
| at least 3 but less than 4 | 20% | 80% |
| at least 4 but less than 5 | 40% | 60% |
| at least 5 but less than 6 | 60% | 40% |
| at least 6 but less than 7 | 80% | 20% |
| 7 or more | 100% | 0% |

Option C

| <u>Years of Service</u> | <u>Vested Percentage</u> | <u>Forfeited Percentage</u> |
|-----------------------------|--------------------------|-----------------------------|
| less than 5 | 0% | 100% |
| at least 5 but less than 6 | 50% | 50% |
| at least 6 but less than 7 | 60% | 40% |
| at least 7 but less than 8 | 70% | 30% |
| at least 8 but less than 9 | 80% | 20% |
| at least 9 but less than 10 | 90% | 10% |
| 10 or more | 100% | 0% |

Option D

| <u>Years of Service</u> | <u>Vested Percentage</u> | <u>Forfeited Percentage</u> |
|-------------------------|--------------------------|-----------------------------|
| Immediate 100% Vesting | 100% | 0% |

Option E

The Schedule indicated below (the sum of the Vested Percentage and Forfeited Percentage at each Year of Service must equal 100%) the vesting schedule must be at least as favorable as one of the safe harbor pre-ERISA schedules. The safe harbor vesting schedules are:

- g. 15-year cliff vesting schedule: The plan provides that a participant is fully vested after 15 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service).
- h. 20-year graded vesting schedule: The plan provides that a participant is fully vested based on a graded vesting schedule of 5 to 20 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service).
- i. 20-year cliff vesting schedule for qualified public safety employees: The plan provides that a participant is fully vested after 20 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service). This safe harbor would be available only with respect to the vesting schedule applicable to a group in which substantially all of the participants are qualified public safety employees (within the meaning of Section 72(t)(10)(B)).

| <u>Years of Service</u> | <u>Vested Percentage</u> | <u>Forfeited Percentage</u> |
|-----------------------------|--------------------------|-----------------------------|
| less than 1 | % | % |
| at least 1 but less than 2 | % | % |
| at least 2 but less than 3 | % | % |
| at least 3 but less than 4 | % | % |
| at least 4 but less than 5 | % | % |
| at least 5 but less than 6 | % | % |
| at least 6 but less than 7 | % | % |
| at least 7 but less than 8 | % | % |
| at least 8 but less than 9 | % | % |
| at least 9 but less than 10 | % | % |
| 10 or more | % | % |

Option F

To comply with the Internal Revenue Service Regulations promulgated pursuant to the Code Section 3121(b)(7)(F), Participants who are part-time, seasonal or temporary Employees will have immediate vesting.

(If this Option F is elected, one of the other Options above must also be elected for Participants who are not part-time, seasonal or temporary Employees).

11. Participant Loans.

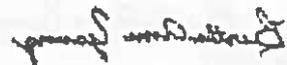
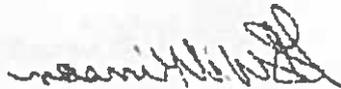
- Participant loans shall be offered pursuant to Section 6.14 of the Plan.
- Participant loans shall not be offered.

12. Direct Transfer to Other Retirement Plan.

- Direct transfer of a Participant's accounts to another defined contribution plan sponsored by the Employer is not permitted.
- The Accounts of any Participant who (i) is 100% vested in his Accounts in this Plan; (ii) has ceased to be eligible for participation in this Plan; and (iii) who becomes eligible for participation in another defined contribution retirement plan sponsored by the Employer (the "Other Retirement Plan"), shall be directly transferred to the Other Retirement Plan as soon as practicable after the Plan Administrator provides written direction to the Trustee to such effect in a form acceptable to the Trustee.

13. Valuation Date. Except with respect to any Special Valuation Date determined in accordance with Section 5.10, the Valuation Date for the Plan shall be:

- Monthly: Midnight on the last work day of the calendar month.
- Weekly: Midnight on the last work day of the calendar week.
- Daily: Beginning effective on the first date reasonably available to the Oklahoma Municipal Retirement Fund, on each business day of the Plan Year for which Plan assets are valued on an established market.



14. The Employer has consulted with and been advised by its attorney concerning the meaning of the provisions of the Plan and the effect of entry into the Plan.

IN WITNESS WHEREOF the City of Piedmont & Piedmont Municipal Authority has caused its corporate seal to be affixed hereto and this instrument to be duly executed in its name and behalf by its duly authorized officers this 26 day of May 2015

City of Piedmont & Piedmont Municipal Authority

By: *Tajiri Thomson*

Title: *Mayor*

Attest:

Jarvis
Title: _____
(SEAL)
CITY OF PIEDMONT & PIEDMONT MUNICIPAL AUTHORITY
CORPORATE SEAL

15. The foregoing Joinder Agreement is hereby approved by the Oklahoma Municipal Retirement Fund this 31 day of July 2015

OKLAHOMA MUNICIPAL RETIREMENT FUND

By: *B. Wilkinson*

Title: *Chairman*

Attest:

Bertie Ann Young
Secretary

(SEAL)

Required Disclosures. This Joinder Agreement is to be used only with the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan. Failure to properly complete this Joinder Agreement may result in failure of the Plan to qualify under Code Section 401(a). In accordance with IRS Rev. Proc. 2011-49, the Volume Submitter Practitioner who has obtained Internal Revenue Service approval of the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan has authority under the Plan document to amend the Plan on behalf of adopting employers for certain changes in the Code, regulations, revenue rulings, other statements published by the Internal Revenue Service, including model, sample or other required good faith amendments. The Volume Submitter Practitioner will inform adopting employers of any such amendments or of the discontinuance or abandonment of the volume submitter plan document. The name, address and telephone number of the Volume Submitter Practitioner are: McAfee & Taft A Professional Corporation, 211 N. Robinson, Oklahoma City, OK 73102, telephone (405) 552-2231. Any inquiries by the adopting employer regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the Internal Revenue Service advisory letter on the volume submitter plan may be directed to the Volume Submitter Practitioner.

ORDINANCE NO. 609

AN ORDINANCE AMENDING THE EMPLOYEE RETIREMENT SYSTEM, DEFINED CONTRIBUTION PLAN FOR THE POSITION OF CITY MANAGER FOR THE CITY OF PIEDMONT & PIEDMONT MUNICIPAL AUTHORITY, OKLAHOMA BY ADOPTING A REVISED AND RESTATED RETIREMENT PLAN; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF THE CITY OF PIEDMONT & PIEDMONT MUNICIPAL AUTHORITY, OKLAHOMA; PROVIDING FOR PURPOSE AND ORGANIZATION; PROVIDING FOR DEFINITIONS; PROVIDING FOR ELIGIBILITY AND PARTICIPATION; PROVIDING FOR NON-ALIENATION OF BENEFITS; LOSS OF BENEFITS FOR CAUSE AND LIMITATIONS OF BENEFITS; PROVIDING FOR EMPLOYER AND EMPLOYEE CONTRIBUTIONS; PROVIDING FOR ACCOUNTING, ALLOCATION, AND VALUATION; PROVIDING BENEFITS; PROVIDING FOR REQUIRED NOTICE; PROVIDING FOR AMENDMENTS AND TERMINATION; PROVIDING FOR TRANSFER TO AND FROM OTHER PLANS; CREATING A RETIREMENT COMMITTEE AND PROVIDING FOR POWERS, DUTIES, AND RIGHTS OF RETIREMENT COMMITTEE; PROVIDING FOR PAYMENT OF CERTAIN OBLIGATIONS; PROVIDING FOR DURATION AND PAYMENT OF EXPENSES; PROVIDING FOR EFFECTIVE DATE; PROVIDING FOR VESTING SCHEDULES; PROVIDING FOR A FUND TO FINANCE THE SYSTEM TO BE POOLED WITH OTHER INCORPORATED CITIES TOWNS AND THEIR AGENCIES AND INSTRUMENTALITIES FOR PURPOSES OF ADMINISTRATION, MANAGEMENT, AND INVESTMENTS PART OF THE OKLAHOMA MUNICIPAL RETIREMENT FUND; PROVIDING FOR PAYMENT OF ALL CONTRIBUTIONS UNDER THE SYSTEM TO THE OKLAHOMA MUNICIPAL RETIREMENT FUND FOR MANAGEMENT AND INVESTMENT; PROVIDING FOR REPEALER AND SEVERABILITY; ADOPTING THOSE AMENDMENTS MANDATED BY THE INTERNAL REVENUE CODE.

BE IT ORDAINED BY THE CITY COUNCIL OF PIEDMONT & PIEDMONT MUNICIPAL AUTHORITY, OKLAHOMA:

Section 1. That pursuant to the authority conferred by the laws of the State of Oklahoma, and for the purpose of encouraging continuity and meritorious service on the part of City employees and thereby promote public efficiency, there is hereby authorized created, established, and approved and adopted, effective as of **October 1, 2015**, the amended and restated Plan designated "Employee Retirement System of the City of Piedmont & Piedmont Municipal Authority, Oklahoma, Defined Contribution Plan," (hereinafter called System), an executed counterpart of which is marked Exhibit "A" (Joinder Agreement) and Exhibit "B" (amended and restated plan) and attached hereto as part hereof.

Section 2. FUND. A fund is hereby provided for the exclusive use and benefit of the persons entitled to benefits under the System. All contributions to such fund shall be paid over to and received in trust for such purpose by the City. Such Fund shall be pooled for purposes of management and investment with similar funds of other incorporated cities, towns, and municipal trusts in the State of Oklahoma as a part of the Oklahoma Municipal Retirement Fund in accordance with the trust agreement of the Oklahoma Municipal Retirement Fund, a public trust. The City shall hold such contributions in the form received, and from time to time pay over and transfer the same to the Oklahoma Municipal Retirement Fund, as duly authorized and directed by the Board of Trustees. The Fund shall be nonfiscal and shall not be considered in computing any levy when the annual estimate is made to the County Excise Board.

Section 3. APPROPRIATIONS. The City of Piedmont & Piedmont Municipal Authority, Oklahoma, is hereby authorized to incur the necessary expenses for the establishment, operation, and administration of the System, and to appropriate and pay the same. In addition, the City of Piedmont & Piedmont Municipal Authority, Oklahoma, is hereby authorized to appropriate annually such amounts as are required in addition to employee contributions to maintain the System and the Fund in accordance with the provisions of the Defined Contribution Plan. Any appropriation so made to maintain the System

and Fund shall be for deferred wages or salaries, and for the payment of necessary expenses of operation and administration to be transferred to the trustees of the Oklahoma Municipal Retirement Fund for such purposes and shall be paid into the Fund when available, to be duly transferred to the Oklahoma Municipal Retirement Fund.

Section 4. EXECUTION. The Mayor and City Clerk be and they are each hereby authorized and directed to execute (in counterparts, each of which shall constitute an original) the System instrument, and to do all other acts and things necessary, advisable, and proper to put said System and related trust into full force and effect, and to make such changes therein as may be necessary to qualify the same under Sections 401(a) and 501(a) of the Internal Revenue Code of the United States. The counterpart attached hereto as Exhibit "A" and Exhibit "B", which has been duly executed as aforesaid simultaneously with the passage of this Ordinance and made a part hereof, is hereby ratified and confirmed in all respects.

This Committee is hereby authorized and directed to proceed immediately on behalf of the City of Piedmont & Piedmont Municipal Authority, Oklahoma, to pool and combine the Fund into the Oklahoma Municipal Retirement Fund as a part thereof, with similar funds of such other cities and towns, for purposes of pooled management and investment.

Section 5. REPEALER. Any Ordinance inconsistent with the terms and provisions of this Ordinance is hereby repealed, provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this Ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this Ordinance.

Section 6. SEVERABILITY. If, regardless of cause, any section, subsection, paragraph, sentence or clause of this Ordinance, including the System as set forth in Exhibit "A" and Exhibit "B", is held invalid or to be unconstitutional, the remaining sections, subsections, paragraphs, sentences, or clauses shall continue in full force and effect and shall be construed thereafter as being the entire provisions of this Ordinance.

END

The undersigned hereby certifies that the foregoing Ordinance was introduced before the City Council of the City of Piedmont & Piedmont Municipal Authority on the 26 day of May, 20 15, and was duly adopted and approved by the Mayor and City Council, on the 26 day of May, 20 15, after compliance with notice requirements of the Open Meeting Law (25 OSA, Sections 301, et. seq.).

City of Piedmont & Piedmont Municipal Authority

By David Thompson
Mayor

ATTEST:

Gerrig Smith
Clerk

Approved as to form and legality on _____

[Signature]
ATTORNEY

**OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED CONTRIBUTION PLAN
JOINDER AGREEMENT**

City of Piedmont & Piedmont Municipal Authority, a city, town, agency, instrumentality, or public trust located in the State of Oklahoma, with its principal office at Piedmont, hereby establishes a Defined Contribution Plan to be known as City of Piedmont & Piedmont Municipal Authority Plan (the "Plan") in the form of the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan.

Except as otherwise provided herein, the definitions in Article II of the Plan apply.

1. Dates.

- This instrument is a new Plan effective ___ (date may not be prior to Plan Year of the date of execution).
- This instrument is an amendment, restatement and continuation of the Previous Plan, which was originally effective July 1, 2001. The effective date of this Joinder Agreement is October 1, 2015 (date may not be prior to Plan Year of the date of execution), except as otherwise stated in the Plan and the Joinder Agreement

2. Employee.

The word "Employee" shall mean:

- Any person, other than a Leased Employee, who, on or after the Effective Date, is considered to be a regular full-time employee in accordance with the Employer's standard personnel policies and practices, and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.
- Any person, other than a Leased Employee, who, on or after the Effective Date, is considered to be a regular employee in accordance with the Employer's standard personnel policies and practices (including part-time, seasonal and temporary employees), and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.
- Any person who, on or after the Effective Date, as of , holds the position of:
 - City Manager, City or Town Administrator, President, Chief Executive Officer, General Manager, or District Manager, as applicable.
 - Assistant City Manager Chief of Police Fire Chief
 - Department Head or Department Manager
 - Finance Director or Chief Financial Officer
 - General Counsel or Municipal Attorney Municipal Judge
 - (specify position)

The word "Employee" shall not include:

- Any person who is currently accruing benefits under any other state or local retirement system.
- Any person in the following position and who is covered under another retirement program or system approved by the City:
 - City Manager, City or Town Administrator, President, Chief Executive Officer, General Manager, or District Manager, as applicable.
 - Assistant City Manager Chief of Police Fire Chief
 - Department Head or Department Manager
 - Finance Director or Chief Financial Officer
 - General Counsel or Municipal Attorney Municipal Judge
 - (specify position)
- Any person who .

3. Entry Date.

Eligible Employees shall commence participation in the Plan: (Select only one)

- months (any number of months up to twelve) after the later of the Employee's Employment Commencement Date or the date the definition of Employee in Section 2 hereof was met, provided that the individual has met the definition of Employee in Section 2 hereof throughout such period.
- On the Employee's Employment Commencement Date.** (If the Employer has opted out of Old Age and Disability Insurance (OADI), this option must be elected).

4. ~~7~~ Definition of Compensation.

Compensation shall exclude the item(s) listed below:

- No exclusions.
- Overtime pay.
- Bonuses.
- Commissions.
- Longevity Pay.
- Severance pay.
- Fringe benefits, expense reimbursements, deferred compensation and welfare benefits.
- Accrued vacation or sick leave paid upon termination of employment and moving expenses.
- Other:

5. Plan Design.

The Employer hereby elects the following Plan design:

- Pick-up Option.** Each Employee shall be required to contribute to the Plan 2.25 % of his or her Compensation. These contributions shall be picked up and assumed by the Employer and paid to the Fund in lieu of contributions by the Participant. No Participant shall have the option of receiving the contributed amounts directly as Compensation.

- Thrift Plan Option.**

- A Participant may elect to contribute to the Plan for each Valuation Period an amount which is at least 1%, but no more than % of his Compensation ("Mandatory Contributions"). Mandatory Contributions shall be made by payroll deductions. A Participant shall authorize such deductions in writing on forms approved by, and filed with the Committee.
- The Employer shall contribute to the Fund an amount equal to % of the total Mandatory Contributions contributed by Participants.

The Employer contribution shall be allocated in the proportion which the Mandatory Contributions of each such Participant for such Valuation Period bear to the total Mandatory Contributions contributed by all such Participants for such Valuation Period. Forfeitures attributable to Employer contributions under the Thrift Plan Option of this Section 5 shall be used to reduce Employer contributions under such Option.

- Fixed Option.** The Employer shall contribute to the Fund an amount equal to % of the total covered Compensation of all Participants for the Valuation Period. The Employer contribution shall be allocated in the proportion which the Compensation of each such Participant for such Valuation Period bears to the Compensation paid to all such Participants for such Valuation Period.

- Variable Option.**

- The Employer intends to make a contribution to the Plan for the benefit of the Participants for each Valuation Period. The contribution may be varied from year to year by the Employer. (Select one option below)

- Option A:** The Employer contribution shall be allocated in the proportion that each such Participant's total points awarded bear to the total points awarded to all Participants with respect to such year. A Participant shall be awarded one point for each Year of Service.

- Option B:** The Employer contribution shall be allocated in the proportion which the Compensation of each such Participant for such Valuation Period bears to the Compensation paid to all such Participants for such Valuation Period.

- Option C:** A combination of Options A and B in the following ratios: % for Option A, and % for Option B.

- 401(k) Option.
(This Option available only if elected prior to May 1, 1986)
- Participant Deferral Elections shall be allowed under the provisions of Section 4.8 of the Plan. Participants shall be allowed to defer no more than % of their Compensation for each election period.
- Section 4.8(d) of the Plan ("Roth Elective Deferrals") shall apply to contributions after (enter a date later than January 1, 2006, but not earlier than the date the Roth option was initially adopted), and the Plan will accept a direct rollover from another Roth elective deferral account under an applicable retirement plan as described in Code Section 402A(e)(1).
- Matching Contribution Option. The Employer shall contribute to the Fund an amount equal to % of the Participant's contributions under the Employer's Section 457(b) Deferred Compensation Plan. The Employer matching contribution shall be limited to % of the Participant's Compensation. Forfeitures attributable to Employer matching contributions under this Matching Contribution Option of Section 5 shall be used to reduce Employer matching contributions under such Option.
- No Employer Contribution Option.
6. **Other Participant Contribution Options.**
- Voluntary Nondeductible Contributions by Participants shall be allowed under the provisions of Section 4.4 of the Plan.
- A Participant may not withdraw Voluntary Nondeductible Contributions.
- Participants shall not contribute to the Plan.
7. **Self-Directed Investments.**
- Are permitted.
- Are not permitted.
8. **Allocation of Forfeitures Available.**
Forfeitures of Employer contributions attributable to the Fixed Option or Variable Option under Section 5 hereof:
- Shall be added to Employer contribution under such Option.
- Shall reduce the Employer contribution under such Option.
9. **Service for Worker's Compensation Period.**
If a Participant is on an Authorized Leave of Absence and is receiving worker's compensation during such Authorized Leave of Absence, such Participant
- shall be credited with Service for such period for purposes of vesting only and not for purposes of allocations of Employer Contributions.
- shall not be credited with Service for such period.

10. Vesting.

For purposes of vesting under Section 6.4 of the Plan, the Employer hereby elects the following Option:

Option A

| <u>Years of Service</u> | <u>Vested Percentage</u> | <u>Forfeited Percentage</u> |
|-----------------------------|--------------------------|-----------------------------|
| less than 1 | 0% | 100% |
| at least 1 but less than 2 | 10% | 90% |
| at least 2 but less than 3 | 20% | 80% |
| at least 3 but less than 4 | 30% | 70% |
| at least 4 but less than 5 | 40% | 60% |
| at least 5 but less than 6 | 50% | 50% |
| at least 6 but less than 7 | 60% | 40% |
| at least 7 but less than 8 | 70% | 30% |
| at least 8 but less than 9 | 80% | 20% |
| at least 9 but less than 10 | 90% | 10% |
| 10 or more | 100% | 0% |

Option B

| <u>Years of Service</u> | <u>Vested Percentage</u> | <u>Forfeited Percentage</u> |
|----------------------------|--------------------------|-----------------------------|
| Less than 3 | 0% | 100% |
| at least 3 but less than 4 | 20% | 80% |
| at least 4 but less than 5 | 40% | 60% |
| at least 5 but less than 6 | 60% | 40% |
| at least 6 but less than 7 | 80% | 20% |
| 7 or more | 100% | 0% |

Option C

| <u>Years of Service</u> | <u>Vested Percentage</u> | <u>Forfeited Percentage</u> |
|-----------------------------|--------------------------|-----------------------------|
| less than 5 | 0% | 100% |
| at least 5 but less than 6 | 50% | 50% |
| at least 6 but less than 7 | 60% | 40% |
| at least 7 but less than 8 | 70% | 30% |
| at least 8 but less than 9 | 80% | 20% |
| at least 9 but less than 10 | 90% | 10% |
| 10 or more | 100% | 0% |

Option D

| <u>Years of Service</u> | <u>Vested Percentage</u> | <u>Forfeited Percentage</u> |
|-------------------------|--------------------------|-----------------------------|
| Immediate 100% Vesting | 100% | 0% |

Option E

The Schedule indicated below (the sum of the Vested Percentage and Forfeited Percentage at each Year of Service must equal 100%) the vesting schedule must be at least as favorable as one of the safe harbor pre-ERISA schedules. The safe harbor vesting schedules are:

- j. 15-year cliff vesting schedule: The plan provides that a participant is fully vested after 15 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service).
- k. 20-year graded vesting schedule: The plan provides that a participant is fully vested based on a graded vesting schedule of 5 to 20 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service).
- l. 20-year cliff vesting schedule for qualified public safety employees: The plan provides that a participant is fully vested after 20 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service). This safe harbor would be available only with respect to the vesting schedule applicable to a group in which substantially all of the participants are qualified public safety employees (within the meaning of Section 72(t)(10)(B)).

| <u>Years of Service</u> | <u>Vested Percentage</u> | <u>Forfeited Percentage</u> |
|-----------------------------|--------------------------|-----------------------------|
| less than 1 | % | % |
| at least 1 but less than 2 | % | % |
| at least 2 but less than 3 | % | % |
| at least 3 but less than 4 | % | % |
| at least 4 but less than 5 | % | % |
| at least 5 but less than 6 | % | % |
| at least 6 but less than 7 | % | % |
| at least 7 but less than 8 | % | % |
| at least 8 but less than 9 | % | % |
| at least 9 but less than 10 | % | % |
| 10 or more | % | % |

Option F

To comply with the Internal Revenue Service Regulations promulgated pursuant to the Code Section 3121(b)(7)(F), Participants who are part-time, seasonal or temporary Employees will have immediate vesting.

(If this Option F is elected, one of the other Options above must also be elected for Participants who are not part-time, seasonal or temporary Employees).

11. Participant Loans.

- Participant loans shall be offered pursuant to Section 6.14 of the Plan.
- Participant loans shall not be offered.

12. Direct Transfer to Other Retirement Plan.

- Direct transfer of a Participant's accounts to another defined contribution plan sponsored by the Employer is not permitted.
- The Accounts of any Participant who (i) is 100% vested in his Accounts in this Plan; (ii) has ceased to be eligible for participation in this Plan; and (iii) who becomes eligible for participation in another defined contribution retirement plan sponsored by the Employer (the "Other Retirement Plan"), shall be directly transferred to the Other Retirement Plan as soon as practicable after the Plan Administrator provides written direction to the Trustee to such effect in a form acceptable to the Trustee.

13. Valuation Date. Except with respect to any Special Valuation Date determined in accordance with Section 5.10, the Valuation Date for the Plan shall be:

- Monthly: Midnight on the last work day of the calendar month.
- Weekly: Midnight on the last work day of the calendar week.
- Daily: Beginning effective on the first date reasonably available to the Oklahoma Municipal Retirement Fund, on each business day of the Plan Year for which Plan assets are valued on an established market.

[Handwritten signature]

[Circular stamp: OKLAHOMA MUNICIPAL RETIREMENT FUND]

14. The Employer has consulted with and been advised by its attorney concerning the meaning of the provisions of the Plan and the effect of entry into the Plan.

IN WITNESS WHEREOF the City of Piedmont & Piedmont Municipal Authority has caused its corporate seal to be affixed hereto and this instrument to be duly executed in its name and behalf by its duly authorized officers this 26 day of May 2015

City of Piedmont & Piedmont Municipal Authority

By: [Signature]

Attest:

Title: Mayor

[Signature]
Title: City Clerk
(SEAL)


15. The foregoing Joinder Agreement is hereby approved by the Oklahoma Municipal Retirement Fund this 31 day of July 2015

OKLAHOMA MUNICIPAL RETIREMENT FUND

By: [Signature]

Title: Chairman

Attest:

[Signature]
Secretary of


Required Disclosures. This Joinder Agreement is to be used only with the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan. Failure to properly complete this Joinder Agreement may result in failure of the Plan to qualify under Code Section 401(a). In accordance with IRS Rev. Proc. 2011-49, the Volume Submitter Practitioner who has obtained Internal Revenue Service approval of the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan has authority under the Plan document to amend the Plan on behalf of adopting employers for certain changes in the Code, regulations, revenue rulings, other statements published by the Internal Revenue Service, including model, sample or other required good faith amendments. The Volume Submitter Practitioner will inform adopting employers of any such amendments or of the discontinuance or abandonment of the volume submitter plan document. The name, address and telephone number of the Volume Submitter Practitioner are: McAfee & Taft A Professional Corporation, 211 N. Robinson, Oklahoma City, OK 73102, telephone (405) 552-2231. Any inquiries by the adopting employer regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the Internal Revenue Service advisory letter on the volume submitter plan may be directed to the Volume Submitter Practitioner.

ORDINANCE NO. 611

**AN ORDINANCE PROVIDING FOR A FEE TO DEFRAY COSTS OF COLLECTING
DELINQUENT FINES, FEES, COURT COSTS, AND MANDATORY STATE FEES
PURSUANT TO 11 OKLAHOMA STATUTE §22-138**

STATE OF OKLAHOMA §
COUNTY OF CANADIAN §

WHEREAS, 11 Oklahoma Statute §22-138 authorizes the City of Piedmont to contract with a collection agency for the collection of debts, accounts receivable, court penalties, costs, fines and fees in cases in Municipal Court in which the accused has failed to appear or otherwise failed to satisfy a monetary obligation ordered by the court and to impose an additional fee of up to thirty-five percent on each debt or account receivable which has been referred to the agency for collection; and

WHEREAS, the City of Piedmont has determined that it is in the public interest to ensure the prompt payment of delinquent court-imposed fines, fees, court costs, and other mandatory state fees as provided by said statute; and

WHEREAS, the City of Piedmont, pursuant to 11 Okla. Statute §22-138 has entered into or will enter into a contract with a private agency to provide services for the collections of fines, fees, court costs, and other mandatory state fees due the City of Piedmont; and

WHEREAS, the City of Piedmont deems it in the public interest to pass this Ordinance authorizing an additional collection fee for an amount not to exceed 35% for the collection of delinquent fines, fees, court costs, and other mandatory state fees due the City of Yukon;

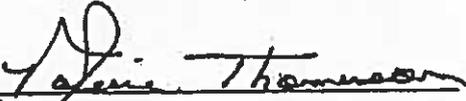
NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF PIEDMONT, OKLAHOMA THAT:

SECTION 1. COLLECTION FEE. In accordance with 11 Okla. Statute §22-138, there is hereby imposed an additional fee of an amount not to exceed 35% for the collection of delinquent fines, fees, court costs, and other mandatory state fees due the City of Piedmont that have been referred to a private agency for collection.

EMERGENCY CLAUSE. This Ordinance shall be effective from and after its date of passage.

PASSED AND APPROVED on the 24 day of September, 2015.

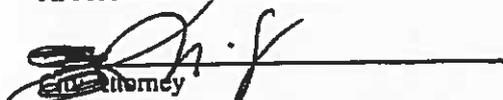
CITY OF PIEDMONT, OKLAHOMA


Mayor

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney



**PIEDMONT CODE OF ORDINANCES
2013 SUPPLEMENT NO. 6**

APPENDIX INDEX

APPENDIX 10 General ordinances not codified

- | | |
|-------------------|--|
| Ordinance No. 569 | Electricity Franchise |
| Ordinance No. 577 | USDA-RBEG-Revolving Loan Fund |
| Ordinance No. 583 | Retirement System |
| Ordinance No. 584 | Retirement System |
| Ordinance No. 599 | Adopting and Enacting Code of Ordinances |



ORDINANCE NO. 599

AN ORDINANCE ADOPTING AND ENACTING A CODE OF ORDINANCES OF THE CITY OF PIEDMONT, OKLAHOMA, INCLUDING SUPPLEMENT NO. 6 CONTAINING ALL ORDINANCES PASSED THROUGH 12/31/2013 PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN, EXCEPT AS HEREAFTER PROVIDED; PROVIDING FOR NEW OR REVISED AND CONTINUING PROVISIONS AND REGULATIONS ON:

CHARTER

- PART 1 GENERAL PROVISIONS
- PART 2 ADMINISTRATION AND GOVERNMENT
- PART 3 ALCOHOLIC BEVERAGES
- PART 4 ANIMALS
- PART 5 BUILDING REGULATIONS AND CODES
- PART 6 COURT
- PART 7 FINANCE AND TAXATION
- PART 8 HEALTH AND NUISANCES
- PART 9 LICENSE AND BUSINESS REGULATIONS
- PART 10 OFFENSES AND CRIMES
- PART 11 PARKS, RECREATION, CIVIC CENTER, AND LIBRARY
- PART 12 PLANNING, ZONING AND DEVELOPMENT
- PART 13 PUBLIC SAFETY
- PART 14 STREETS AND SIDEWALKS
- PART 15 TRAFFIC AND VEHICLES
- PART 16 TRANSPORTATION
- PART 17 UTILITIES
- PART 17A SEWERS AND SEWAGE DISPOSAL
- PART 18 EARTH CHANGE AND STORM WATER DRAINAGE

APPENDICES

PROVIDING WHEN THIS ORDINANCE SHALL BECOME EFFECTIVE; PROVIDING FOR SALE AND COPIES IN THE CLERK'S OFFICE; PROVIDING FOR SUPPLEMENTS OR CHANGES TO CODE; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PIEDMONT,
OKLAHOMA:

Section 1. Summary. This ordinance re-adopts and re-enacts the entire Code of Ordinances of the City of Piedmont, Oklahoma, and Supplement No. 6, including all ordinances through 12/31/2013; provides for the repeal of certain ordinances not included therein, except as hereafter provided; provides for new or revised and continuing provisions and regulations on: General Provisions; Administration and Government; Alcoholic Beverages; Animal Regulations; Building Regulations and Codes; Court; Finance and Taxation; Health and Sanitation; Licensing and Business Regulations; Offenses and Crimes; Parks, Recreation, and Cultural Affairs; Planning, Zoning and Development; Public Safety; Streets and Public Works; Traffic and Vehicles; Transportation; and Utilities; provides that this ordinance becomes effective; provides for sale of copies in the Clerk's office; provides for supplements or changes to the code; providing an effective date; and declaring an emergency.

Section 2. Title. A code and revision of the ordinances of the City of Piedmont, Oklahoma, is hereby adopted as the "City Code of Piedmont, Oklahoma," or by any other properly identifying designation.

Section 3. Code Supersedes Other Ordinances. This Code shall be treated and considered as a new and comprehensive ordinance of the City which shall supersede all other general and permanent ordinances enacted by the City Council through December 31, 2013, except such as by reference thereto are expressly saved from repeal or continued in force and effect for any purpose.

Section 4. Effective Date of Code. Repeal. All provisions of this Code shall be in full force and effect from the date this ordinance becomes law. All ordinances of a general and permanent nature of the City in effect on or before December 31, 2013, and not in the Code or Appendix to the Code or recognized and continued in force by reference herein, and which are in conflict herewith, are hereby repealed from and after the effective date of this ordinance, except as hereinafter provided.

Section 5. Ordinances Not Repealed. The repeal provided for in Section 4 hereof shall not affect any ordinance adopted after December 31, 2013, and before the effective date of this Code; nor shall the repeal affect any offense or act committed or done, or any penalty or forfeiture incurred, or any contract or right established or accruing before the effective date of

the payment of money for the City; or authorizing the issuance of any bonds of the City or any evidence of the City indebtedness, or any contract or obligation assumed by the City; nor shall the repeal affect the administrative regulations or resolutions of the City Council not in conflict or inconsistent with the provisions of the Code; nor shall the repeal affect any right or franchise granted by any ordinance or resolution of the City Council to any person, firm, or corporation; nor shall the repeal affect any zoning ordinances, or amendments to the land use plan; nor shall the repeal affect any ordinance dedicating, naming, establishing, locating, relocating, opening, vacating, etc. any street or public way in the City; nor shall the repeal affect any annual budget or salary ordinance; nor shall the repeal affect any ordinance levying or imposing taxes; nor shall the repeal affect any ordinance establishing and prescribing the street grades of any street in the City; nor shall the repeal affect any ordinance providing for local improvements and assessing charges therefor; nor shall the repeal affect any ordinance extending the limits of the City; nor shall the repeal be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance which is repealed by this ordinance; nor shall the repeal affect any ordinance or resolution establishing rates, fees, or charges, except those specifically re-established in this code, until the City Council re-establishes such rates, fees, or charges by ordinance or resolution. The continuance in effect of temporary and/or special ordinances and parts of ordinances, although omitted from the code, shall not be affected by such omission therefrom; and the adoption of the code shall not repeal or amend any such ordinance or part of any such ordinance.

Section 6. Code Not New Enactment. The provisions appearing in this Code, so far as they are the same as those ordinances existing, shall be considered as continuations thereof and not as new enactments through December 31, 2013.

Section 7. Ordinances Adopted After Effective Date of Code. Ordinances and parts of ordinances of a permanent and general nature passed or adopted on and after the effective date of this code may be passed or adopted either:

1. In the form of amendments to the code of ordinances adopted by this ordinance; or
2. Without specific reference to the code.

In either case, all such ordinances and parts of ordinances shall be deemed amendments to the code. All of the substantive permanent and general parts of such ordinances and changes made thereby in the code shall be inserted and made in the code whenever authorized or directed by resolution or ordinance of the City Council, as provided hereinafter.

Section 8. Supplements to Code. By contract or by City personnel, a change or supplement to the Code of Ordinances adopted by this ordinance shall be prepared and printed whenever authorized or directed by the City Council. A change to the Code shall include all substantive permanent and general parts of ordinances passed by the City Council or adopted by initiative and referendum during the period covered by the change and all changes made thereby in the Code. The pages of a change shall be so numbered that they will fit properly into the Code and, where necessary, replace pages which have become obsolete or partially obsolete, and new pages shall be so prepared that, when they have been inserted, the Code will be up to date to the date to which the Code is being brought up to date. The words "as amended" and the date may be added to the title after the year. After every change has been prepared and printed, a number of copies of the change equal at least to the number of copies of the Code still in existence shall be deposited in the office of the City Clerk. The City Clerk, if possible, shall notify each holder of a copy of the original Code about the availability of the change or supplement.

Section 9. Sale of Copies of the Code. The City Clerk is hereby authorized and directed to sell copies of the Code and Supplement No. 6 to the public at a price determined from

time to time by resolution of the City Council, currently 4/28/2014A.

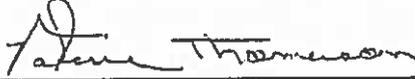
Section 10. Copy of Code in Clerk's Office. A copy of the current Code as amended or supplemented from time to time shall be kept on file in the office of the City Clerk. This copy of the Code shall be available for all persons desiring to examine it; it shall be certified by the City Clerk as may be required.

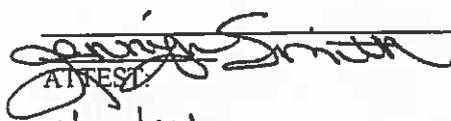
Section 11. Preparation of Code. The Code of Ordinances hereby adopted consists of Twenty one (21) parts, all of which have been examined, considered, and approved by the Council of Trustees of the City of Piedmont, Oklahoma, and adopted in compliance with Sections 14-109 et seq., of Title 11 of the Oklahoma Statutes.

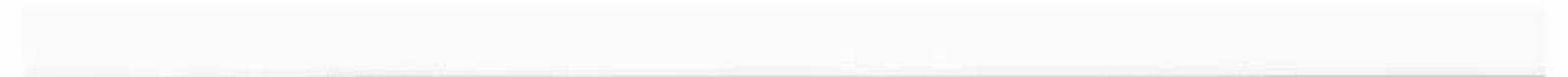
Section 13. Filing Code. The City Clerk is hereby directed to file a copy of this resolution with the Canadian County Clerk and file a copy of the permanent Code and Supplement with the Canadian County Law Library.

Section 14. Emergency Clause. It being immediately necessary for the preservation of the public peace, health, safety, and welfare of the City of Piedmont and the inhabitants thereof that this ordinance shall be put into full force and effect, an emergency is hereby declared to exist by reason whereof this ordinance shall be in full force and effect from and after its passage and approval.

END


MAYOR OF PIEDMONT DATE 4/28/14


ATTEST
4/28/14
City Clerk



**PIEDMONT CODE OF ORDINANCES
2010 SUPPLEMENT NO. 5**

APPENDIX INDEX

- 1. Resolution No. 5/24/2010A Adopting Revised City Council Rules**
- 2. Resolution No. 10/25/2010C Adopting Standards and Specifications for Construction of Public Improvements**
- 3. Resolution NO. 9/27/2010A Adopting Piedmont Standards and Criteria for Storm Water Management**
- 4. Ordinance Disposition Table 2010**



RESOLUTION NO. 5/24/2010A

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PIEDMONT, OKLAHOMA, ADOPTING REVISED CITY COUNCIL RULES BY AMENDING PROCEDURES FOR COUNCIL MEETINGS; PROVIDING FOR CONDUCT OF MEETINGS, VOTING AND DISCUSSION RULES, PUBLIC HEARINGS, HEARING OF CITIZENS, RULES OF DISCUSSION, COMMITTEE ORGANIZATION AND MEMBERSHIP, ADOPTION, SUSPENSION AND AMENDMENT OF RULES, ETHICS, DECORUM, AGENDA ORGANIZATION, ORDER OF BUSINESS, AND GENERAL RULES AND PRINCIPLES FOR CONDUCT OF MEETINGS.

WHEREAS, the City Council of the City of Piedmont Oklahoma, deems it necessary to amend its rules and procedures.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Piedmont, Oklahoma, that the Council Rules hereafter set forth are adopted effective immediately.

PIEDMONT CITY COUNCIL RULES

Section 1: Governing Procedure

The following provisions, ~~unless modified by subsequent ordinance consistent herewith,~~ shall govern the conduct of all regular, special and emergency meetings of the City Council. The Presiding Officer and the Parliamentarian may refer to Roberts Rules of Order as a parliamentary reference tool but Roberts Rules are advisory only.

Section 2: City Attorney to be the Parliamentarian

The City Attorney shall be the Parliamentarian, and shall advise the Presiding Officer on any questions of order.

Section 3: General Decorum

Presiding Officer – The Mayor, or Mayor Pro-Tem, shall serve as the Presiding Officer and shall preserve decorum and decide all points of order, subject to appeal to the Council.

Council Members shall preserve order and decorum during Council meetings, and shall not, by conversation or other action, delay or interrupt the proceedings or refuse to obey the orders of the Presiding Officer or these Rules.

(a) Councilors shall, when addressing staff or members of the public, confine themselves to questions or issues then under discussion, shall not engage in personal attacks shall not impugn the motives of any speaker or Councilor, shall at all times, while in session or otherwise conduct themselves in a manner appropriate to the dignity of their office.

(b) A City Council Member desiring to speak shall address the Presiding Officer and, upon recognition by the Presiding Officer, shall confine discussion to the question under debate, avoid discussion of personalities and indecorous language, and refrain from personal attacks and verbal abuse.

(c) A City Council Member desiring to question the administrative staff upon recognition from the chair shall address questions to the City Manager who shall be entitled either to answer the inquiries or to designate some member of City staff for that purpose. City Council Members shall not berate nor admonish staff members.

(d) A City Council Member, once recognized, shall not be interrupted while speaking unless called to order by the Presiding Officer, unless a point of order is raised by another member, or unless the speaker chooses to yield to questions from another member. If a City Council Member is called to order while speaking, that member shall cease speaking immediately until the question of order is determined. If ruled to be in order, the member shall be permitted to proceed. If ruled to be not in order, the member shall remain silent or make additional remarks so as to comply with rules of the City Council.

Staff and Public – Members of the administrative staff, employees of the City and other persons attending Council meetings shall observe the same rules of procedure, decorum and good conduct applicable to the members of the Council.

(a) Although the Presiding Officer has the authority to preserve decorum in meetings, the City Manager also is responsible for the orderly conduct and decorum of all City employees under the City Manager's direction and control.

(b) The City Manager shall take such disciplinary action as may be necessary to ensure that decorum is preserved at all times by City employees in City Council meetings.

(c) All persons addressing the City Council, including the City Manager, other staff members, or members of the public shall be recognized by the presiding officer and shall limit their remarks to the matter under discussion and adhere to time regulations set forth in these Rules.

(d) No staff member, other than the staff member having the floor, shall enter into any discussion either directly or indirectly without permission of the presiding officer.

(e) Everyone attending the meeting will refrain from private conversations while the City Council is in session.

(f) Citizens and other visitors attending City Council meetings shall observe the same rules of propriety, decorum and good conduct applicable to members of the City Council. Any person making personal, impertinent, profane or slanderous remarks or who becomes boisterous while addressing the City Council or while attending the City Council meeting shall be removed from the room if the sergeant-at-arms is so directed by the presiding officer, and the person shall be barred from further audience before the city council during that session of the City Council.

Sergeant-at-Arms – The Police Chief of the City of Piedmont shall serve as the Sergeant-at-Arms. In the absence of the Police Chief the City Manager shall designate the Sergeant-at-Arms.

Enforcement of Decorum – The Sergeant-at-Arms shall carry out all orders and instructions given by the Presiding Officer for the purpose of maintaining order and decorum.

Section 4: Agenda

The agenda shall be a listing by topic of subjects to be considered by the City Council, and shall be delivered to members of the City Council in advance of each meeting in accordance with the directives of the City Council.

(a) The Mayor shall determine the contents of the agenda relating to policy items.

(b) The City Clerk of the Council shall prepare an agenda for every regular meeting, and, if requested by the Presiding Officer, for every special meeting. Agendas and informational material for Regular Meetings shall be distributed to the Council and City Attorney no later than the Friday next preceding the meeting. No Council approval shall be required for an agenda of any regular meeting.

(c) Placement of Items on the Agenda.

(1) The City Manager may place routine items and items referred by staff on the agenda without Council action.

(2) Any item placed on the consent docket may upon the request of any member be subject to individual consideration.

(d) Any Council Member wishing to place an item on the agenda may do so through written or verbal request to the Mayor. Should the Mayor deny the request the item may be placed on the agenda through a written request to the City Manager containing signatures from two members of the City Council.

(e) Upon receipt of all items for the agenda the City Manager shall determine if all items could reasonably be accomplished in a regular Council meeting prior to 10:00 p.m. In the event the number of items to be considered appears to exceed a normal meeting, any item(s) which would not adversely affect the public or City operations by being placed on a later agenda may be removed by the City Manager upon counsel with the Mayor and deferred to a later meeting.

Section: 5: Order of Business

All meetings, regular, special and emergency, except executive sessions as authorized by law, shall be open to the public.

(a) No person shall be barred unless the person is disorderly or refuses to obey the lawful order of the Mayor, or Mayor Pro-Tem, or temporary chairperson upon the event of absence of either the Mayor or Vice-Mayor, who may order the Chief of Police or any attending police officer to eject any person deemed by the Chair to be in violation of these rules.

(b) Promptly at the hour set by law on the day of each regular, special or emergency meeting, the members of the City Council, the City Manager, the City Clerk and the City Attorney shall take their regular stations in the Council chambers and the business of the City Council shall be taken up for consideration and disposition in the following order:

- (1) Call to order
- (2) Flag salute
- (3) Invocation
- (4) Roll call
- (5) Approval of consent docket including minutes of previous meetings and claims
- (6) Proclamations and awards
- (7) Hearing of Citizens
- (8) Public hearing items
- (9) Consideration and unfinished business from previous meeting
- (10) Introduction and adoption of resolutions and ordinances
- (11) Consideration of petitions, contracts and communications
- (12) New business
- (13) Report of officers, boards, committees, City Attorney and City
- (14) Council comments and suggestions

Manager

(15) Adjournment

(c) The order of disposition of the matters to be taken up for consideration by the Council may be rearranged by the direction of the presiding officer.

Section 6: Hearing of Citizens

Public comment on items not listed on the meeting's agenda will have a cumulative maximum time limit of twenty minutes, unless a majority of Council Members present vote to extend the time.

(a) Persons wishing to speak during public comment must fill out a "Speaker's Form" with the person's name and address and the topic upon which the person wishes to speak, not later than the end of the opening exercises. Speaker's Forms must be turned into the City Clerk. The Presiding Officer shall inform the audience of the requirement to sign up to speak immediately after the pledge of allegiance.

(b) If a member of the public wishes to speak on an item that is scheduled for a public hearing at that same meeting, the speaker shall wait until that public hearing. Public comment shall not be used to testify on an item that is not a public matter or to testify on a matter after the official record has been closed on any matter which has been the subject of a public hearing.

(c) Speakers are limited to three minutes, unless a majority of Council Members present vote to extend the time. No persons will be allowed to submit a "Speaker's Form" after the period for public comment has started.

(d) Should there be more speakers than can be heard for three minutes each during the twenty minute period provided for public comment, the Presiding Officer shall sort the requests to speak in order to afford the greatest opportunity for each topic to be heard. The Presiding Officer may adjust allotment of time to afford the maximum number of citizens the opportunity to speak..

(e) Councilors may, after obtaining the floor, ask questions of speakers during public comment. Councilors shall use restraint when exercising this option, and shall attempt to limit questioning to no more than three minutes. The Presiding Officer may intervene if a Councilor is violating the spirit of this guideline.

Section 7: Public Hearings

(a) Persons wishing to speak must submit a "Speaker's Form" with the person's name and address prior to the commencement of the public hearing at which the person wishes to speak. The Presiding Officer shall inform the audience of this requirement to sign up at the beginning of the meeting and immediately prior to the commencement of a public hearing.

(b) Except as otherwise provided in these rules, speakers will be limited to three minutes unless a majority of the councilors present vote to extend the time. Councilors may, after recognition by the Presiding Officer, ask clarifying or follow up questions of individuals providing testimony after that individual has completed his or her testimony. Questions posed by City Councilors should be to provide clarification or additional information on testimony provided. Questions should not be used as an attempt to lengthen or expand the testimony of the individual. Councilors shall be expected to use restraint and be considerate of the meeting time of the Council when exercising this option. The Presiding Officer may intervene if a Councilor is violating the spirit of this guideline. At the end of the Public Hearing, each member of the Council has the opportunity to comment on or discuss testimony given during the Public Hearing.

(c) The Presiding Officer may exclude or limit cumulative, repetitious, or immaterial matter. The Presiding Officer may order the testimony, alternating those speaking in favor and those in opposition, or having all speaking in favor testifying, followed by all those in opposition. The Presiding

Officer may further limit the time and/or number of speakers at any public hearing; provided that the Presiding Officer shall announce any such restrictions prior to the commencement of the testimony. In the event of large numbers of interested persons appearing to testify, the Presiding Officer, to expedite the hearing, may in lieu of testimony call for those in favor of the pending proposal or those in opposition to rise and direct the Clerk of the Council to note the numbers in the minutes.

Section 8: Reading of the Minutes

Unless the reading of the minutes of a Council meeting is requested by a member of the Council, the minutes may be approved without reading if the City Clerk has previously furnished each member with a copy synopsis thereof.

Section 9: Rules of Discussion

(a) The Presiding Officer may move, second, and discuss any item from the chair, subject only to the limitations of discussion as are by these rules imposed on all members and shall not be deprived of any of the rights and privileges of a Council Member by reason of acting as the presiding officer with the sole exception of casting a vote other than to break a tie vote. ~~of members present.~~

(b) Every member desiring to speak shall address the chair and request the floor, the member shall not proceed with the member's remarks until named and recognized by the Presiding Officer. If any member is speaking, or otherwise transgresses the rules of the City Council, the Presiding Officer shall call the person to order, and the member called to order should immediately cease, unless permitted to explain, and the Council, if appealed to, shall decide without discussion.

(1) If the decision be in favor of the member called to order, he or she shall be at liberty to proceed. If against him or her and the case requires, he or she shall be liable to the censure of the Council.

(c) No person shall speak more than twice on the same question unless permitted by the Council.

(d) No member of the Council shall leave his or her seat to speak to any other member of the Council or any other person in the Council Chamber without first obtaining permission of the ~~Presiding Officer Mayor.~~

(e) When the City Council is in session, or when a member is speaking, or the City Clerk, Manager or Attorney is reading any paper to or speaking to the City Council, no member shall, in any way, disturb the proceedings of the Council. No members of the Council shall, at any time in addressing any meetings thereof, indulge in any personalities or indecorous language or in any matters or things not pertaining to the subject under discussion.

(f) The right of the floor of the Council shall be accorded only to the members of the Council and to the appointive officers of the City unless otherwise provided for herein.

(g) A Council member moving for the adoption of an ordinance or resolution shall have the privilege of closing the discussion thereon unless by a majority vote of the members present at the meeting the Council decides to extend discussion for a time certain. In all other cases, the closing of discussion shall be governed by the presiding official unless, by majority vote of the members present at the meeting, the Council decides to extend discussion for a time certain.

(h) A motion to reconsider may be made either immediately during the same session or at a recessed and reconvened session thereof only. The motion shall take precedence over all other motions and it shall be debatable.

(i) Any Council member may request, through the presiding official, the privilege of having an abstract of his or her statement on any subject under consideration by the Council entered in the minutes. If the Council consents thereto, the statement shall be entered in the minutes.

(j) By City Charter an abstention from voting by a Council Member shall not be recorded as a no vote but shall be reflected in the minutes as an abstention and not counted in determining whether an item passes or fails. A Council Member may withdraw an abstaining vote and cast his or her vote for or against the original matter on which the abstaining vote was cast only where the changed vote is announced publicly by the abstaining council member prior to adjournment of the meeting where the abstaining vote occurred. Upon the timely announcement of a change in the abstaining vote the changed vote shall be counted, recorded and added to the tally of the original vote as either for or against the original measure or action.

(k) When a question before the Council contains several propositions, any member may call for a division of the question so as to vote on each proposition separately. Unless the request for division is made, after preliminary discussion of an agenda item, the Presiding Officer shall, consistent with these rules, call the matter for determination by the Council. Subsequent to the Presiding Officer calling the matter for determination, the procedure shall be as follows:

(1) *Main motion.*

(a) Any member of the Council desiring to offer a motion on a particular agenda item shall so indicate by addressing the Chair to obtain the Presiding Officer's recognition. Subsequent to the Presiding Officer recognizing the member, the member will thereupon, in clear and concise terms, move to:

1. Continue the matter until a specific date;
2. Table the matter indefinitely;
3. To take a certain course of action;
4. Approve for award a bid pending review of bid by staff, the signing of the contract and furnishing the required bond;
5. Approve reading of an ordinance by title only;
6. Approval of an ordinance and that the reading of the ordinance be waived;
7. Adopt a resolution;
8. Approve or reject the request for; or
9. Approve consent agenda.

(b) These are exemplary only and not intended to list all possible main motions.

(l) Thereafter, members desiring to second the motion shall so indicate by addressing the Presiding Officer and upon recognition saying, "I second the motion." Subsequent to the main motion receiving a second and following any discussion, the Presiding Officer shall call for a vote. In all cases, the member making the motion, the member seconding the motion and the vote of the members thereon shall be entered in the minutes of the Council.

(m) If no member offers a motion on an agenda item, the Presiding Officer shall again call for motions. If no motion is presented after the second calling, the Presiding Officer shall declare the item failed for lack of motion. Similarly, if no one seconds another member's motion, the Presiding Officer shall, after calling twice therefore, declare that the motion failed for lack of a second.

(n) Anytime prior to the Presiding Officer's calling for vote of the Council, a member may move to amend the motion, which shall require a second. An amendment must be germane to the main motion.

(2) Procedural motions.

(a) In addition to main motions, Council members may offer certain procedural motions which take precedence over the main motion and are not subject to discussion. The procedural motions also require a second from a Council member to proceed with the procedural motions.

(b) A non-exclusive list of exemplary procedural motions are:

1. Amend main motion;
2. Extend limit or close time for discussion;
3. Call for the question;
4. Recess or adjournment;
5. Appeal Mayor's call to order;
6. Division of motion into parts;
7. Table; and
8. Other motions pertaining to the disposition of main motions or dealing with rules of conduct at the meeting.

(c) An item previously decided by the City Council may be placed on the agenda as a new item of business only under the following circumstances:

- (1) When the vote by the City Council occurred at least six months before the item again appears on the agenda;
- (2) When an item deals with any matters dealing with initiation, prosecution, defense or settlement of litigation brought by or against the City, its employees or agencies; and/or
- (3) When a majority of the members of the City Council present at a Council meeting direct the item to be placed on the agenda.

Section 10: Committees

- (a) The Mayor shall create, abolish, and establish the jurisdiction of all committees and subcommittees, in accordance with applicable law and the City Charter. All chairs, vice-chairs, and members of committees and subcommittees serve at the pleasure of the Mayor.
- (b) The Mayor shall appoint members of all standing committees, with Council confirmation.
- (c) The Mayor shall appoint all special committees and joint committees as the Mayor determines to be necessary.
- (d) The Mayor shall be an ex officio non-voting member of all standing and special committees.
- (e) The Mayor shall appoint City Council members permanently or temporarily to any standing or special committee. That member will serve on said committee at the pleasure of the Mayor.

Section 11: Adoption, Suspension and Amendment of Rules

- (a) Except as otherwise provided by the Piedmont City Charter, any provision of these rules may be temporarily suspended by a majority vote of the Councilors present. The vote on any such suspension shall be taken by ayes and nays and entered upon the record.
- (b) These rules may be amended, or new rules adopted, by a vote of two-thirds of the Councilors present. ~~provided that the proposed amendments or new rules have been introduced into the record~~

~~at a prior Council meeting not less than ten days prior to Council action on the proposed amendment or adoption.~~

~~(e) Council Rules must be readopted at the next meeting following regularly schedule City Council or Mayoral elections prior to any City business be conducted.~~

Section 12: Ethics

Members of the City Council shall not only be ever conscious that public service is a public trust but shall also be impartial and devoted to the best interests of the City, and shall so act and conduct themselves, both inside and outside the City's service, so as not give occasion for distrust of their impartiality or their devotion to the City's best interests. Members will recognize and abide by the ethics law for municipal officials as provided in the Political Subdivision Ethics Act.

Italics= new language
~~BUMI= Deletions~~

END

The foregoing Resolution was duly adopted and approved by the Mayor and City Council of the City of Piedmont, Oklahoma, on the 24 day of May, 2010, after compliance with notice requirements of the Open Meeting Law (25 OSA, Sections 301, et seq.).

ATTEST:

/S _____
MAYOR

/S _____
CITY CLERK

Approved as to form and legality on May 24, 2010.

/S _____
CITY ATTORNEY

10/6/2010

RESOLUTION NO 10-25-2010 C

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PIEDMONT ADOPTING THE STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS AS THE STANDARDS FOR THE CITY OF PIEDMONT AS REFLECTED IN THE WEB SITE FOR OKLAHOMA CITY WITH MODIFICATIONS AS SET FORTH HEREIN.

WHEREAS, the City of Piedmont has reviewed the standard specifications for construction of public improvements adopted by the City of Oklahoma City and hereby determines that those standards are appropriate and necessary for the City of Piedmont; and

WHEREAS, the standard specifications have been prepared, reviewed and approved by city staff, city engineer and the Planning and Zoning Commission of the City of Piedmont;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PIEDMONT AS FOLLOWS:

The document entitled STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS OF CITY OF OKLAHOMA CITY as found at <http://www.okc.gov/pw/admin.html> as hereinafter modified is hereby adopted as the minimum standards and specifications for construction of public improvements in the City of Piedmont, Oklahoma. The standard specifications are incorporated herein by reference. The Standard Specifications of Oklahoma City are hereby modified to include a revised and restated Section 100, which is attached hereto as Exhibit A and incorporated herein by reference. Any reference in the Standard Specifications to the City of Oklahoma City is modified to read City of Piedmont. Attached hereto as Exhibit B is an addendum to the Standards and Specifications modifying specific sections of the Oklahoma City Standards and Specifications which addendum is incorporated by reference into this resolution and adopted to modify the Standards and Specifications of the City of Oklahoma City.

ADOPTED AND APPROVED this _____ day of _____, 2010, by the Piedmont City Council and Mayor.

MAYOR

ATTEST:

CITY CLERK

Approved as to form and legality on _____, 2010.

City Attorney

Exhibit A

**CITY OF PIEDMONT, OKLAHOMA
STANDARD SPECIFICATIONS FOR
CONSTRUCTION OF PUBLIC IMPROVEMENTS**

SECTION 100

SECTION 100

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STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF PUBLIC IMPROVEMENTS

The City's Standard Specifications shall govern all aspects of Bidding and construction of the Project.

NOTE

With respect to all gender related references: where it is stated, "he" or "his" shall be taken to apply whether the authorizing individual is female or male. Dual gender references were avoided to simplify the understanding of the subject matter.

SECTION 10 – APPLICABILITY OF STANDARD SPECIFICATIONS

The provisions for the competitive Bidding of City Projects and the form of and requirements for the Bidding Documents are governed by the Charter and Ordinances of the City, the Oklahoma Competitive Bidding Act, the City's *Standard Specifications for the Construction of Public Improvements*, Resolution # _____ and other adopted policies of the City as amended. Sections 100, 106, 109, 110 111, 112 and 200 through 900 shall apply to all Work (including Public or Private Contracts) performed within the limits of Piedmont.

Sections 100 through 900 shall apply to all Work under Contract with the City and/or its Trusts and Authorities including Informal and Emergency Contracts performed within the limits of Piedmont.

SECTION 100 – GENERAL PROVISIONS

SECTION 100.01 – DEFINITION OF TERMS

The definitions set forth in these Standard Specifications are applicable to the Bidding Documents and Contract Documents.

A

A.A.S.H.T.O. -

American Association of State Highway and Transportation Officials.

ACCEPTANCE –

After completion of the work, formal recorded acceptance of the work by the City Council of the City of Piedmont.

ADDENDUM (ADDENDA) –

Written or graphic instruments issued by the City Engineer prior to the Bid date which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

ADVERTISEMENT –

All of the legal publications pertaining to the Work contemplated or under Contract.

ALTERNATE BID (ADD-ALTERNATE BID, DEDUCT BID OR ALTERNATE BID) –

The amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the work, as described in the Bidding Documents, is accepted.

AMENDMENT –

A change to the contract document where the unit quantity Bid is increased or decreased and the Unit Price is unchanged. Amendments shall be a part of the Contract Documents upon their approval by the City.

A.N.S.I.-

American National Standards Institute.

ARCHITECT –

That person or firm engaged to prepare the Plans and Specifications and administers the construction of the Work that may be under Contract with the City or other Contracting entity.

A.S.T.M. -

American Society for Testing Materials.

AWARD –

The decision of the City to accept the Bid of the lowest and best Bidder for the work, subject to the execution and approval of a satisfactory Contract and the required Bonds, to such other conditions as may be specified or otherwise required by law.

B

BASE BID –

The sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as basis for the Work.

BID DATE AND BID TIME -

The date and time for the receipt of Bids as provided in the Notice to Bidders.

BID BOND –

The security submitted with the Bid which shall either be a certified check, cashier's check or Bid Bond equal to five percent (5%) of the Bid or in the form of an irrevocable letter of credit in the amount of five percent (5%) of the Bid. The Bid Bond is issued in accordance with the provisions of the Public Competitive Bidding Act of 1974, as amended (61 Okla. Stat. 1991, 107). The calculation of the amount of the Bid Bond shall be as provided in the Instructions to Bidders.

BID –

A Bid consists of the required documents or statements duly submitted in accordance with the Notice to Bidders by the person offering to perform the Work contemplated. A Bid is the complete and properly signed offer to do the Work for the sums stated therein and submitted in accordance with the Bidding Documents. A submission shall not be considered a Bid if it is untimely. A submission by a Bidder who is not Prequalified shall not be considered a Bid unless Prequalification is specifically waived in the Bidding Documents.

BID FORM –

The approved City form on which a Bid for the Work is to be prepared and submitted.

BID COMMITTEE –

That committee consisting of the Purchasing Agent, the City Clerk and the City Engineer who shall be responsible for opening all Bids.

BIDDER –

Any person or persons, partnership, company, firm or corporation acting directly or through a duly authorized representative submitting a Bid for the Work contemplated.

BIDDING DOCUMENTS –

Refer to Figure 100.1 for reference. Those documents (hardcopy or electronic) consisting of:

- A) Project Plans
- B) Standard Specifications
- C) Special Provisions
- D) Bid Package
 - 1) Bid Package Cover Sheet
 - 2) Notice to Bidders
 - 3) Instructions to Bidders
 - 4) List of Documents Required for this Bid
 - 5) Signature Requirements for Bidding Documents
 - 6) Bid Form including Bid Form with Alternates and/or Detailed or Unit Price Bid Form, if included in the documents
- 7) Noncollusion Affidavit
- 8) Business Relationship Affidavit
- 9) Local Business Utilization Affidavit
- 10) Any documents listed in the List of Documents Required for the Bid
- E) Bid Security or Bid Bond
- F) Addenda
- G) Example Contracts and Bonds

BID PACKAGE –

Those documents required to be submitted with the Bid in accordance with the List of Documents Required for Bid as outlined in the Special Provisions.

BID SECURITY –

The "Bid Security" is that security submitted with the Bid which shall be in the form of a certified check, cashier's check or Bid bond equal to five percent (5%) of the Bid or of an irrevocable letter of credit in the amount of five percent (5%) of the Bid and issued in accordance with the provisions of the Public Competitive Bidding Act of 1974, as amended. (61 Okla. Stat. 1991, §107)

BONDS –

The Bid, Performance, Statutory, Maintenance, Defect and any other bond required by the Special Provisions.

C

CITY – THE CITY OF PIEDMONT, OKLAHOMA –

A municipal corporation, acting through its duly authorized representatives, agents or employees. This definition shall incorporate "Trust" or "Authority" when in the Bidding Documents the Contracting entity is identified as one of the City's specified trusts, boards, or authorities of which the City is a beneficiary.

CITY CLERK –

The City Clerk of the City of Piedmont, Oklahoma, or duly authorized representatives or agents.

CITY ENGINEER –

The City Engineer of the City of Piedmont, Oklahoma and when so designated by the City Engineer, duly authorized agents, Architects, Engineers, representatives, inspectors or superintendents, acting severally or individually within the scope of the particular duties entrusted to them.

CITY MANAGER –

The City Manager of the City of Piedmont, Oklahoma, or duly authorized representatives or agents.

CITY TREASURER –

The City Treasurer of the City of Piedmont, Oklahoma, or duly authorized representatives or agents.

COMPLETED –

The Work is constructed in accordance with the Plans and Specifications and other Bidding Documents is fully completed, the Final Inspection(s) have been made, and any corrections made to the satisfaction of the City Engineer.

CONTRACT –

The executed agreement covering the performance of the Work.

CONTRACT DOCUMENTS –

All documents included in the Bidding Documents (Refer to Figure 100.1) and the documents consisting of:

- A) Contract,
- B) Bonds,
 - a. Performance
 - b. Statutory
 - c. Maintenance
 - d. Defect (for companies outside the City Limits)
- C) Contractor Identification Numbers
- D) Certificate of Insurance
- E) Certificate of Nondiscrimination
- F) Submittals,
- G) Amendments,
- H) Field Changes and
- I) Change Orders.

CONTRACTOR –

The person or persons, partnership, company, firm or corporation who performs private or public work in the City.

COUNCIL –

The City Council of the City of Piedmont, Oklahoma.

D

DETAILED BID FORM –

The City's approved form noting individual pay items, estimated quantities, unit Bid prices and total item prices on which Bids are based.

DEFECT BOND–

The approved City form properly executed by the Contractor and its Surety as a guarantee of the Contractor's intent to perform and maintain Contract Work in accordance with the Contract Documents.

DEFECTIVE BID –

The condition a bid is found to be if not in compliance with the instructions to bidders or applicable laws. Also known as irregular.

DEVELOPER –

The owner of a tract of land making improvements in accordance with these Specifications. Any person obtaining permits to perform work in the City. The Developer may operate through an Architect or Engineer.

E

ENGINEER –

That person or firm engaged to prepare the Plans and Specifications and administer the construction of the Work that may be under Contract with the City or other Contracting entity.

EQUIPMENT –

Any tool or operable machinery used in the performance of Contract Work.

EXTRA WORK –

Any work performed by the Contractor not provided for in the Contract Documents.

F

FIELD CHANGE –

A formal method of directing the Contractor to implement a Project change where there is no additional cost to the Project. A Field Change requires written approval by the City Engineer.

FINAL ACCEPTANCE–

That action taken by the City formally accepting the completed project and placing the Maintenance Bonds into effect.

FINAL INSPECTION –

That inspection performed after all punchlist inspection items are completed to the satisfaction of the City Engineer, immediately prior to Project Final Acceptance.

FURNISH –

To supply.

G

GRADE –

The slope of the pavement, channel, pipe or any other item. The rise over the run of the item.

H

HOLIDAY –

Any day so designated by the City of Piedmont's City Council.

I

INSPECTOR –

Representative of the City Engineer authorized to make inspections of Contract performance.

IRREGULAR BID –

Also known as defective bid.

INCIDENTAL WORK -

That work necessary to complete the project or bid item with in the scope or the Work bid and awarded.

ITE –

Institute Of Transportation Engineers

J

JOB SITE –

Work area under the responsibility of the contractor for contracted work.

L

LABOR –

That effort employed by the Contractor to perform Contract Work.

LIQUIDATED DAMAGES –

The amount prescribed in the Standard Specifications to be paid to the City or to be deducted from any payments due or to become due the Contractor for each day's delay in completing the whole or specified portion of the Work beyond the time allowed in the Contract Documents.

Liquidated Damages are not a penalty to the Contractor.

M

MAINTENANCE BOND –

The approved City form properly executed by the Contractor and its Surety as a guarantee that

the Work will be properly maintained as constructed by the Contractor against any failure due to workmanship or defective material for the period required.

MAJOR PAY ITEM –

Any contract pay item that is equal to or exceeds the following values:

Contract Cost **Item Total (% of Original Contract Award Amount)**

| | |
|-------------------------|-------|
| \$0 – 1,000,000 | 5 % |
| \$1,000,001 – 4,000,000 | 2 ½ % |
| \$4,000,001 – and above | 1 ½ % |

MATERIALS –

Those items placed on the Project to complete the Contract (including any purchased equipment).

MAYOR –

The Mayor of the City of Piedmont, Oklahoma.

MUNICIPAL COUNSELOR –

The Municipal Counselor of the City of Piedmont, Oklahoma, or duly authorized representatives or agents.

MUTCD –

Manual On Uniform Traffic Control Devices

N

NEMA –

National Electrical Manufacturers Association

NONCOLLUSION AFFIDAVIT –

The form signed by the Bidder as a necessary part of the Bid that affirms the Bidder has not colluded with the awarding public entity(ies), their officers or their staff or any other bidder.

P

PERFORMANCE BOND –

The approved City form properly executed by the Contractor and its Surety as a guarantee that the Work will be properly executed and the Contract will be completed in accordance with the Contract terms and conditions.

PERMIT –

The document issued by the City authorizing Work to be performed.

PERSON –

Any individual, legal entity, or corporation, association, partnership, Limited Liability Company, Limited Liability Partnership or any other legal entity.

PLAN OR PLANS –

All of the drawings pertaining to the Contract Documents and made a part thereof, including such supplemental drawings as the Architect and/or Engineer may issue from time to time, in order to clarify other drawings or for the purpose of showing changes in the Work or for illustrating details not shown.

PREQUALIFICATION –

The requirement that all contractors be approved and on the City of Oklahoma City prequalification list.

PROJECT –

All the activities specified, indicated, shown or contemplated in the Contract Documents to construct the improvement, including all labor, materials, tools, equipment and incidentals, contract alterations, permits or other authorized orders of the City Engineer.

PROVIDE –

To furnish, erect or install.

PUNCHLIST INSPECTION –

That inspection performed at the request of the Contractor and at the discretion of the City Engineer. This inspection is performed after Project substantial completion.

PUBLIC IMPROVEMENT WORK –

Any building, highway, street, sewer, pavement, waterline, sidewalk, or any other improvement or structure which is constructed, altered, or repaired under Contract or any instrument with the City. Public Improvement Work includes, but is not limited to, private work in public right-of-way and private work to be conveyed to City. This Work also includes all the activities specified, indicated, shown or contemplated in the Contract Documents to construct the improvement, including all labor, materials, tools, equipment and incidentals, contract alterations, permits or other authorized orders of the City Engineer.

S

STANDARD SPECIFICATIONS –

This term shall mean the directions, provisions and requirements contained in the Standard Specifications as supplemented by the Special Provisions.

SPECIAL PROVISIONS –

The special clauses setting forth conditions or requirements for the specific project involved, supplementing the Standard Specifications and taking precedent over any conditions or requirements of the Standard Specifications with which they may be in conflict.

SPECIFICATIONS –

The directions, provisions and requirements contained in the Standard Specifications together with the Special Provisions pertaining to the method and manner of performing the work or to the kinds, quantities or qualities of materials to be furnished under the Contract Documents and methods of measurement and basis of payment.

STATUTORY BOND –

The approved City form of Surety properly executed by the Contractor and the Contractor's Surety as a guarantee that all bills and accounts for material and labor used in the construction of the work will be paid, as provided by law.

SUBMITTAL –

Drawings or documents submitted for review and approval of items specified in the Bidding Documents.

SUBSTITUTIONS –

A Contractor submitted proposal to modify the Plans, Specifications, or other Contract requirements. The substitution shall not impair in any manner the essential functions or characteristic of the project, including but not limited to:

- A) service life,
- B) economy of operations,
- C) ease of maintenance,
- D) desired appearance or design; and
- E) safety standards.

SURETY OR SURETIES –

The corporate body or legal entity which is bound by the respective Bonds.

U

UNIT PRICE –

An amount stated in the Bid as a price per unit of measurement for materials, equipment, services or Work as described in the Bidding Documents.

W

WORK –

All the activities specified, indicated, shown or contemplated in the Contract Documents

to construct the improvement, including all labor, materials, tools, equipment and incidentals, contract alterations, permits or other authorized orders of the City Engineer.
WORKING DAY --

Any day, other than a legal City holiday, Saturday, or Sunday, on which the approximate normal working forces of the Contractor may proceed for at least six (6) hours toward completion of the Work, unless Work activity is suspended by the City Engineer for causes beyond the Contractor's control, provided that Saturdays, Sundays or holidays on which the Contractor's forces do engage in Work activity will be considered as Working Days.

WORK ORDER-

The document issued by City directing commencement of Work.

Figure 100-1

Bidding and Contract Documents

Bidding Documents and Contract Documents

The following figure illustrates the eleven basic components of documents used to communicate what is intended for construction. The Bidding Documents consist of the first six components. Contracts and Bonds are executed after the Award of Contract to the successful Bidder and are considered with the Bidding Documents to comprise the Contract Documents.

PLANS

STANDARD SPECIFICATIONS

SPECIAL PROVISIONS

BID PACKAGE

ADDENDA

EXAMPLE CONTRACT
AND BONDS

Bidding Documents (also Contract Documents for successful Bidder)

CONTRACT

EXECUTED BONDS

SUBMITTALS

AMENDMENTS

FIELD CHANGES

CHANGE ORDERS

Contract Documents for successful Bidder

SECTION 101 – NOTICE TO BIDDERS

The City will receive Bids in accordance with the Notice to Bidders located in the Special Provisions for the Project. Informal Bids will be received in accordance with the City's current Informal Bid policy and procedures, as amended.

SECTION 102 – PREQUALIFICATION OF BIDDERS

The City has by resolution adopted the prequalification list of contractors of the City of Oklahoma City. Copies are available for review in and may be obtained through the Office of the Oklahoma City, City Clerk, 200 North Walker Avenue, Second Floor, Oklahoma City, Oklahoma 73102.

The City may require prospective bidders to prequalify as responsible bidders prior to submitting bids on a public construction contract. The applicable prequalification requirements shall be set forth in the special provisions for the project.

Regardless of whether or not prequalification is required, any proposed Contractor or Bidder must have obtained any license or licenses required by the City, State or Federal Government which is/are necessary to the accomplishment of the work. Such license(s) must have been obtained prior to the submission of a Bid on the project. Failure to possess the necessary license(s) is reason for a recommendation to the City Council that a Contract not be awarded.

SECTION 103 – BID REQUIREMENTS AND CONDITIONS

Bidders shall comply with all provisions contained in this Section 103 unless modified by the Special Provisions.

103.01 – REQUIREMENTS FOR BIDDERS

Prior to submitting a Bid, Bidders shall comply with the Prequalification requirements as set forth in Section 102 of the Standard Specifications.

No Bidder shall divulge the sealed contents of a Bid to any person whomsoever, except those having a partnership or other financial interest with the Bidder in said Bid, until after the sealed Bids have been opened. A violation on the part of the Bidder shall make void any Contract made by the Bidder with the City based upon such Bid.

103.01.01 – PRE-BID CONFERENCE

The City may require prospective Bidders to attend a Pre-Bid Conference as a prequalification requirement to be eligible to submit a sealed Bid.

103.01.02 – MANDATORY PRE-BID CONFERENCE

When specified, attendance is a prequalification requirement. The Contractor who plans to submit a Bid must attend this conference. The engineer and any consultant for the project must also attend this conference. Failure of the prospective Bidders to attend this conference will cause the City Clerk to return the Bidder's submission unopened. The purpose of the conference is to discuss the plans and specifications.

The Pre-Bid Conference will begin at the designated time; a sign-in sheet will be passed to all attendees; only full-time employees of the prospective Bidder's company will be considered as eligible representatives for attendance; and, five minutes after the meeting is called to order, the sign-in sheet will be closed (late arrivals will not be allowed to sign in). The official timekeeper for closing the sign-in sheet shall be the Engineer or staff member chairing the Pre-Bid Conference.

In the case of a joint venture, an eligible representative from each of the participating organizations in the joint venture must be in attendance. Sub-contractors are not required to attend.

The following will not be eligible to Bid on the project: (1) prospective Bidders leaving the meeting prior

to adjournment of the Pre-Bid Conference; (2) prospective Bidders whose names have been placed on the sign-in sheet, but were not in attendance; or, (3) anyone arriving at the pre-Bid Conference after the sign-in sheet has been closed.

Prospective Bidders leaving the conference prior to adjournment, or whose name has been

placed on the sign-in sheet (but was not in attendance), or anyone arriving at the Pre-Bid Conference after the sign-in sheet has been closed, will not be eligible to Bid on the that project.

103.01.03 - PROVISION FOR INTERPRETERS

In compliance with the provisions of the Americans with Disabilities Act, upon twenty-four hours notice to the City Engineer, a sign language interpreter will be provided for the Pre-Bid Conference.

103.02 – CONTENT OF BID FORMS

103.02.01 – BIDDING DOCUMENTS

The Bidding Documents are located at the City Clerk's Office, Piedmont, OK , or as designated in the Notice to Bidders. Required deposits will be non-refundable to Bidders in accordance with the Special Provisions

103.02.02 – ADDENDA

The Bidding Documents represent all the information that will be provided by the City. Interpretations and corrections of and/or changes to the Bidding Documents will be made only by Addendum. Addenda shall be issued by the City Engineer and approved or ratified by the City. Interpretations and/or changes made in any other manner will not be binding upon the City and Bidders shall not rely upon them.

Addenda will be mailed, faxed, e-mailed or delivered only to those who have signed and completed the Bidding Document Receipt List for the Project. This list is maintained in the City Clerk's Office.

Copies of Addenda will be made available for inspection in the City Clerk's Office.

The following shall be considered proof that a Bidder received an Addendum:

A) Mailed Addendum: The Bidder's signature or Bidder's representative's signature on the Certified Mail Return Receipt.

B) Hand Delivered or Picked-Up Addendum: The Bidder's or Bidder's representative's signature on the Addendum Receipt Signature List.

C) Faxed Addendum: The City's or the Architect and/or Engineer's Fax Confirmation Sheet.

D) E-mailed Addendum: The City's and/or Trust's or the architect/engineer's e-mail delivery receipt verification.

E) It shall be the obligation of the Bidder to ascertain receipt of Addenda prior to the Bid date.

103.02.03 – SUBSTITUTIONS TO BIDDING DOCUMENTS

No substitution will be considered prior to the receipt of Bids unless a written request for approval has been received by the City Engineer no later than seven (7) days prior to the Bid date. Such requests shall include the name of the material, product, or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data and other information necessary for an evaluation. A statement shall be included in the written request setting forth changes in other materials, products, equipment or other portions of the Work including changes in the Work of other Contracts that incorporation of the proposed substitution would require. The burden of proof of the merit of the proposed substitution is upon the Bidder.

If a proposed substitution is approved prior to Bid date, such approval will be set forth in an Addendum

issued by the City Engineer and subsequently approved or ratified by the City Council. Bidders shall not rely upon approvals made in any other manner.

103.03 – INTERPRETATION OF PLANS AND SPECIFICATIONS

The Bidder, by making a Bid, represents that the Bidder has:

A) Scrutinized, compared, read carefully and understands the Bidding Documents;

B) Inspected the site and become familiar with local conditions under which the Work is to be performed;

C) Informed himself by independent research of the difficulties to be encountered and personally judged the accessibility of the Work and all attending circumstances affecting the cost of doing the Work and of the time required for its completion;

D) Correlated the Bidder's personal observations with the requirements of the Bidding

Documents and ensures the Bid is made in accordance therewith;

E) Become familiar with and understands all other Projects which may affect the Work or access to the Work site; and

F) Based the Bid upon the materials, equipment, systems or services required by the Bidding Documents without exception.

The Bidder shall communicate to the City Engineer or the Architect and/or Engineer any errors, inconsistencies or ambiguities discovered in the Bidding Documents. All requests for interpretation of the Bidding Documents must be made to the City Engineer.

A Bidder in doubt as to the true meaning of any part of the Bidding documents, may submit to the City Engineer a timely written request for an interpretation thereof. An interpretation of the proposed documents will be made only by Addendum duly issued and a copy of such Addendum will be mailed or delivered to each person on the Bidding Document Receipt List. Bidders shall be responsible for their plans, estimates, interpretations and assumptions which are necessary for completing the Bid. It is mutually agreed that submission of a Bid will be evidence that the Bidder has made all required examinations and investigations.

103.04 – EXAMINATION OF DOCUMENTS AND WORK SITE

Bidders are advised that the Bidding Documents on file with the City Clerk shall constitute all the information the City will furnish for the Project. Bidding Documents will only be amended by Addenda approved by the City Engineer. It is mutually agreed that submission of a Bid will be representation that the Bidder has made all required examinations and investigations.

103.05 – PREPARATION AND FILING OF BID

Bids must be submitted on the Bid Form and Detailed Bid Form(s) as appropriate. Said forms will be provided by the City and will state the general description of the Work. Bids shall be completed in accordance with the Bidding Documents and will contain all required affidavits.

103.05.01 – BID FORM INSTRUCTIONS

Bids shall be submitted on the Bid Form and Detail Bid Form(s) contained in the Bid Package or photocopies thereof. All blanks on the Bid Form and Detail Bid Form(s) shall be filled in by typewriter or legibly written in ink. All written prices shall be distinctly legible. Where so indicated by the makeup of the Bid Form and/or Detailed Bid Form(s), sums shall be expressed in both words and figures and in case of any discrepancy between the two, the amount written in words shall govern.

Detailed Bid Form(s) are included in the Bid Package when the Work is Bid all or partially on a Unit Price basis. If a Detailed Bid Form is provided, the Bidder is to enter the cost per unit in words and in numerals and then enter the total cost of the item (estimated quantity multiplied by the Unit Price) in the column under *Item Total*.

The total of the *Item Total* column will be entered at the bottom of the Detailed Bid Form and on the Total Bid line on the Bid Form. Bidders shall insure that the total of the Detailed Bid Form is entered correctly on the Bid Form. In cases of conflict between words and numerals, the words will govern. In cases of conflict between the amount on the Bid Form and the amount on the Detailed Bid Form, the correct total on the Detailed Bid Form will govern. Written Unit Prices shall govern over figures. Written Unit Prices shall govern over Item totals.

There may be a Detailed Bid Form for one or more Alternates. If a Detailed Bid Form is provided for an Alternate, it should be completed in the same manner as the form for the Base Bid. An example of a correctly completed Detailed Bid Form is shown in Figure 103.05.01. Where a Detailed or Unit Price Bid Form for the submission of Unit Prices is provided in the Bidding Documents, the Bidder will complete the Detailed Bid Form and then enter the total amount of the Bid on the Bid Form. The total amount on the Bid Form shall be based upon the Unit Prices. The signer of the Bid must initial erasures and/or corrections on any Bid Form or Detailed Bid Form. A Bid with erasures and/or corrections that are not initialed shall be considered to be irregular.

Figure 103.05.01

Detailed Bid Form Instructions

DETAILED BID FORM ITEMS

PROJECT NO. _____

| Item No. | Description | Unit | Estimated Quantity | Unit Price | Item Total |
|---|-----------------------|------|--------------------|------------|------------|
| 1. | 6" P.C. Concrete | SY | 45 | \$15.00 | \$675.00 |
| <i>Fifteen and no/100</i> Dollars | | | | | |
| (Unit Price dollars written) | | | | | |
| 2. | 6" Integral Curb | LF | 70 | \$1.50 | \$105.00 |
| <i>One and 50/100</i> Dollars | | | | | |
| (Unit Price dollars written) | | | | | |
| 3. | 6" Curb Removal | SY | 56 | \$2.13 | \$119.28 |
| <i>Two and 13/100</i> Dollars | | | | | |
| (Unit Price dollars written) | | | | | |
| 4. | Plug Existing 42" RCP | LS | 1 | \$300.00 | \$300.00 |
| <i>Three Hundred and no/100</i> Dollars | | | | | |
| (Unit Price dollars written) | | | | | |

Detailed Bid Form Subtotal \$ 1,199.28

103.05.02 - SALES TAX EXEMPTION

103.05.02.01 - CITY FUNDED PROJECTS

Title 68 Oklahoma Statutes (1991), Section 1356 (I), exempts sales to a municipality and its Contractors from all sales tax on the sale of "tangible personal property or services." All Bids for City Projects shall be assumed to have been made based on such statutory exemption as effective on the Bid date. The City shall not pay any sales tax and shall not reimburse the Contractor for any tax on purchases by the Contractor except as included in the unit price. No change orders or amendments shall be approved for reimbursement of sales tax or changes in sales tax. A change in sales tax shall not be deemed a change in conditions of the Contract.

103.05.02.02 - TRUST PROJECTS

For the purposes of a bid and award of contract and pursuant to Oklahoma Tax Commission Rule 710/65-13-550, it is assumed that the materials provided by the contractor are not exempt from applicable sales taxes. All payments including sales tax are deemed to be paid under protest.

103.05.03 - BID SIGNATURE REQUIREMENTS

An authorized agent of the Bidder must properly sign all documents. The City reserves the right to require a Bidder to provide any documentation it may deem necessary to verify authorized signature.

103.05.04 - FILING OF BID

The Bid is to be submitted in a sealed envelope. Each envelope shall bear a legible notation thereon that it is a Bid upon the Project proposed. The Bid shall be submitted to the City Clerk's office in accordance with the dates and times specified in the notice to Bidders. If the Bid is sent by mail, the sealed envelope, marked as described above, shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof. The Bid shall include the Bid Form and affidavits, the Bid Security and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the City Clerk of Piedmont and shall be marked "SEALED BID FOR PROJECT _____" and shall state the Bidder's name and address and, if applicable, the Project Description for which the Bid is submitted.

103.06 - BID AFFIDAVITS

Affidavits contained in the Bid Package must be properly signed by an authorized agent of the Bidder. The City reserves the right to require a Bidder to provide any documentation it may

deem necessary to verify authorized signature. The Bid will contain all required Affidavits as listed in the "List of Documents Required for this Bid". Bids shall be completed in accordance with the Bidding Documents.

103.07 – BID BOND

Each Bid shall be accompanied by a Bid Bond for the amount of five percent (5%) of the amount of the Bid. The Bid shall mean the highest combination of the Base Bid plus Alternate Bids for the purposes of determining the amount of the Bid Bond. The Bid Bond is a pledge that the Bidder will enter into a Contract with the City on the terms stated in the Bid and will furnish Bonds covering the faithful performance of the Contract and payment of all obligations. Should the Bidder refuse to execute or fail to furnish other required Contract Documents, the amount of the Bid Bond shall be forfeited to the City as liquidated damages, not as a penalty. The City has the right to retain the Bid securities of Bidders until either:

- A) The required Contract Documents have been executed or submitted by the successful Bidder;
- B) The specified time to Award Bids has elapsed so that Bids may be withdrawn in accordance with State law;
- C) All Bids have been formally rejected by the City; or
- D) A Bidder has been determined to be the successful Bidder.

Bids will not be considered unless the original Bid submitted to the City Clerk's Office is accompanied by a Bid Bond, or a certified/cashier's check, made payable to the Treasurer of the City of Piedmont, in the required amount.

103.08 – NO WITHDRAWAL OR ALTERATION OF BIDS

Permission will not be granted to withdraw or modify any Bid after it has been submitted. Request for non-consideration of Bids must be made in writing, addressed to the City and submitted to the City Clerk before the time set for opening Bids.

103.09 – OPENING OF BIDS

Bids properly submitted and timely received will be opened publicly and will be read aloud. Opened Bids will remain on file in the Office of the City Clerk for at least two (2) days before a Contract is Awarded. A tabulation of Bid information may be made available to the Bidders within a reasonable time.

103.10 – IRREGULAR BIDS

Any Bid that shows any omission, alteration of form, addition, substitution or condition not specified and any unauthorized Alternate Bid shall be deemed irregular. However, the City reserves the right to waive irregularities and make the Award in the best interest of the City.

103.11 – REJECTION OF BIDS

The City will consider and reserves the right to reject any or all Bids and all Bids submitted are subject to this reservation. A Bid shall be rejected for any of the following specific reasons:

- A) The Bid Form is not signed by the Bidder or Bidder's authorized agent
- B) The Noncollusion Affidavit, as required by the City Charter and the Oklahoma Competitive Bidding Act, has not been submitted with the Bid; the text of the affidavit has been altered; and/or the affidavit is not properly signed and/or notarized. (61 Okla. Stat. (1991) § 115 and Piedmont Charter, Article IX § 4)
- C) The Business Relationship Affidavit, as required by the Oklahoma Competitive Bidding Act, has not been submitted with the Bid; the text of the affidavit has been altered; has not entered requested information, if any in the blanks provided; and/or the affidavit is not properly signed or notarized. (61 Okla. Stat. (1991) §108)
- D) The Bid Security or Bid Bond, as required by the Oklahoma Competitive Bidding Act, is not attached to the Bid. (61 Okla. Stat. (1991) §107)
- E) The Bid fails to comply with any other requirements of City, State, or federal law and/or any other forms required by the Bidding Documents are not properly completed and submitted.

A Bid may be rejected based on the following reasons:

- A) The Bid is received after the time limit for receiving Bids as stated in the advertisement, or before designated time for submittal.

- B) A Bid price obviously unbalanced.
- C) Total Bid price above the Architect and/or Engineer's estimate of total cost.
- D) Bids that are incomplete, such as required signatures or material irregularities.
- E) Bidder is not prequalified unless prequalification is waived in Special Provisions.

103.12 – NONCOLLUSION

A Noncollusion Affidavit shall accompany each Bid. Bids will not be considered unless a properly and fully executed Noncollusion Affidavit accompanies the Bid submitted to the City Clerk. The Noncollusion Affidavit is a sworn statement, which provides that the bidder has not made any agreement or colluded with the City or any bidders or prospective bidders in restraint of freedom or competition or has agreed to bid at a fixed price or to refrain from bidding. Violation of a provision of the Noncollusion Affidavit shall render the bids of such bidders void and persons willfully violating this requirement shall be guilty of a felony. Bidders must use the Noncollusion Affidavit provided by the City in the project specifications. The text of the Noncollusion Affidavit may not be modified. The Bidder may, however, adapt the signature block to provide for additional signatures.

103.13 – BUSINESS RELATIONSHIP

A Business Relationship Affidavit shall accompany each Bid. Bids will not be considered unless a properly and fully executed Business Relationship Affidavit accompanies the Bid submitted to the City Clerk. The Business Relationship Affidavit is a sworn statement which discloses the following information: the nature of any business relationships then in effect or which existed within one (1) year prior to the date of such statement with the architect, engineer or any officer or director of the architectural or engineering firm or other party to the project; and the names and positions of all persons having any such business relationships. Bidders must use the Business Relationship Affidavit provided by the City in the project specifications. The text of the Business Relationship Affidavit shall not be modified. The Bidder may; however, adapt the signature block to provide for additional signatures.

SECTION 104 – RESERVED

SECTION 105 – EMPLOYMENT PRACTICES

105.01 – NONDISCRIMINATION

Contractors shall execute and comply with the provisions of the Non-Discrimination Affidavit. Contractors shall conspicuously post a copy of the Non-Discrimination Affidavit at the local place of business. Contractors shall include a similar requirement in all Sub-Contracts. Copies of the "Notice of Equal Employment Opportunity" poster issued by the City Clerk will be given to the Contractor at the Pre-Work Conference. The poster must be exhibited in a central and public location at the place of business by the Contractor and each subcontractor while the Contractor and any subcontractors are performing work on the project.

SECTION 106 – RESERVED

SECTION 107 – AWARD AND EXECUTION OF CONTRACT

107.01 – AWARD OF CONTRACT

107.01.01 – ACCEPTANCE OF BID

It is the intent of the City to Award a Contract to the lowest and best Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents.

The City reserves the right to select alternates in any order or combination, unless otherwise specifically stated in the Bidding Documents. The lowest and best Bidder shall be determined on the basis of the sum of the Base Bid and selected Alternate Bids.

107.01.02 – AWARD OF CONTRACT

The Awarding of a Contract upon a successful Bid shall give the Bidder no right to action or claim against the City upon such Contract until the same shall have been reduced to writing and duly signed by the Contracting parties.

Should a Bidder who is Awarded a Contract upon a Bid fail to execute and provide the Contract and bonds or to provide the required certificates of insurance and/or any other required documents, the City Council reserves the right to rescind the award and offer the Contract to the Bidder deemed to be the next lowest and best Bidder.

Should a Bidder who is awarded a Contract fail to execute and furnish the required Contract Documents, the City Council has the right to Award the Contract to the Bidder deemed to be the

next lowest and best Bidder.

The Bidder has no right to action or claim against the City until the Contract is executed by all parties

The successful Bidder will be provided one (1) complete sets of the Project Contract Documents. The successful Bidder will execute all one (1) sets in original signatures and return within seven (7) calendar days following the City's notification of its intent to Award Contract, unless that time is extended by the City Engineer. All Bidders should arrange with their respective insurance and Bonding company(s) to complete all required Insurance and Bond documents. The Contract shall not be operative nor shall any payments be due until approval of the Contracts and Bonds by the City.

The City is not required to award a contract to the low bidder. The City may Award a contract to the lowest and best bidder or bidders (lowest responsible bidder). Awards are made within thirty (30) days after the opening of bids. Provided that the City may, by formal recorded action and for good cause shown, authorize a reasonable extension of that period to the extent permitted by law. The City reserves the right to not award a contract, to reject any or all bids, and to solicit new or different bids. No bidder shall obtain any property right in a contract awarded until the contract has been fully executed by both the bidder and the City.

107.02 – CONTRACT BONDS REQUIRED

A Surety may be rejected that is in default or delinquent on any Bond, or is interested in any litigation against the City. All Bonds shall be executed on forms furnished by the City (or photocopies thereof) and shall be executed by Surety companies licensed to do business in the State of Oklahoma and conform to the requirements of Ordinance No. 5928. The Contractor and the Surety shall execute each Bond which shall remain continuously in full force and effect in accordance with the bonding requirements.

Should any Surety be determined unsatisfactory at any time by formal City resolution, notice will be given and the Contractor shall substitute a new Surety satisfactory to the City. No payment will be made under the Contract until the new Surety, as required, has been accepted by the City. The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix

thereto a certified and current copy of the power of attorney.

The cost of all Bonds shall be included in the amount of the Bid. The successful Bidder shall at its own cost procure and submit the following Bonds as required in the Bidding Documents:

107.02.01 – PERFORMANCE BOND

The Performance Bond guarantees completion of the Project intended in the Contract Documents and guarantees the Contractor's full and faithful execution of the Work and performance of the Contract. A Performance Bond also guarantees protection of the City, and all property owners against any neglect, damage by reason of acts or omissions of the Contractor or the improper execution of the Work or the use of inferior, non-compliant and/or defective materials or equipment. A Performance Bond shall be executed in favor of the City.

107.02.02 – STATUTORY BOND

The Statutory Bond guarantees the Contractor will make payment for all labor, materials and equipment used in or for the Project and/or for the performance or provision of the Work. The Statutory Bond shall be executed in favor of the State of Oklahoma.

107.02.03 – MAINTENANCE BOND

The Maintenance Bond guarantees the maintenance in good condition of the Workmanship and materials and the operation of the Project as intended in the Contract Documents for a specified period after the completion and Acceptance of the Project by the City. The term of the Maintenance Bond is provided in the Contract Documents. The Maintenance Bond will be in the amount equal to one hundred percent (100%) of the Contract amount for the following terms:

Unless otherwise provided in the Bidding Documents, the term of the Maintenance Bond shall be as follows:

1 Year: Street resurfacing Projects.

2 Years: All buildings, park Projects and traffic control Projects. All streets, bridges, environmental, water, sanitary sewer and storm drainage Projects.

The Maintenance Bond shall be executed in favor of the City.

In addition, a maintenance bond executed in favor of the City is required whenever a contractor

enters a contract with a federal, state, or local government entity or with a private entity relating to facilities or improvements to be owned and operated by the City or its Trusts.

107.02.04 – DEFECT BOND

The Defect Bond guarantees the Contractor shall timely repair any defect and maintain or provide for the timely maintenance of any repair on the Project for the term of the Maintenance Bond. The Defect Bond will be in an amount equal to one hundred percent (100%) of the Contract amount. The Defect Bond shall be executed in favor of the City.

The Contractor shall comply with one of the following provisions:

A) The Contractor has shown proof of the Contractor's intentions to perform and maintain for the specified period of Maintenance Bond tenure by establishing within a forty (40) mile radius of the office of the City of Piedmont, Oklahoma.

1) A business address

2) With a telephone (staffed by competent employees approved by the City Engineer under whose supervision the Work will be performed) and

3) A yard equipped with sufficient necessary equipment available 24 hours-a-day to perform and maintain all classes and subclasses of Work for which the Contractor is pre-qualified to Bid.

4) This office and yard as equipped shall have been established prior to the time the applicant submits the Contractor's application for qualification.

B) The Contractor opts to have the City retain a sum equal to fifteen percent (15%) of the total Contract amount for the extent of the maintenance period (said funds may be used by the City).

C) The Contractor opts to provide a properly executed Defect Bond. The duration of the Defect Bond shall be the same duration as the Maintenance Bond.

107.03 – EXECUTION OF CONTRACT DOCUMENTS

107.03.01 – EXECUTION OF CONTRACTS

The Contractor will submit the properly executed Contract Documents, within seven (7) calendar days following the City Engineer's notification of Intent to Award Contract, unless said time is extended by the City Engineer. All documents listed in the "List of Contract Documents" are required to be properly executed and submitted. No Work shall commence until the Contract Documents are properly executed and submitted and a Work Order has been issued by the City Engineer.

No Contract shall be binding on the City until it has been executed or ratified by the City and delivered to the Contractor.

107.03.02 – EXECUTION OF BONDS

The date blanks on the Bonds shall be left blank. The dates will be inserted by the City upon approval.

The Bidder shall require the attorney-in-fact executing the required Bonds on behalf of the Surety to affix thereto a certified and current copy of the power of attorney.

The provisions for the competitive Bidding of City Projects and the form of and requirements for the Bidding Documents are governed by the Charter and Ordinances of the City, the Oklahoma Competitive Bidding Act, Resolution #93-01 of June 22, 1993 and other City Policies as amended.

107.04 – FAILURE TO EXECUTE CONTRACT

Failure of the Bidder to properly execute and timely submit the required Contract Documents may be considered a default. By reason of such failure by the Bidder, the City at its option may:

(1) award the Contract to another Bidder; and/or (2) enforce and collect the Bid Bond as liquidated damages, not as penalty, and/or (3) seek other legal or equitable relief as the City deems appropriate.

Notwithstanding any other or additional rights of the City, should the successful bidder fail to fully and properly execute and timely return the contract and bonds or fail to provide the required insurance and certificate within seven (7) days of notification of the award, the City may rescind the award and re-advertise for new or different bids.

SECTION 108 – SCOPE OF WORK

108.01 – INTENT OF PLANS, SPECIFICATIONS AND SPECIAL PROVISIONS

The Plans, Specifications and Special Provisions describe the Work or Project in accordance with the Bidding Documents. The Contractor shall perform all Work as provided in the Contract Documents and shall perform such necessary and incidental Work to complete the Project in a satisfactory and acceptable manner. The Contractor shall furnish all labor, materials, tools, equipment and incidental work necessary and will be responsible for acquiring, copying and distributing documents for the completion of the Project.

108.02 – PRE-WORK CONFERENCE

The City may hold a pre-work conference. The conference will be at a time and place established by the City Engineer. The Contractor must attend pre-work conferences and may include any superintendents and subcontractors.

108.03 – AMENDMENTS, CHANGE ORDERS AND FIELD CHANGES

The Contractor will be provided a minimum of one (1) record set of Contract Documents (executed documents). Additionally, the Contractor will be provided a minimum of three (3) reference sets of Plans, Specifications, Addenda, Amendments, Change Orders, and Field Changes. The Contractor shall have a set of Plans and Specifications available at the Project site at all times.

The City reserves the right to make changes in the Contract Documents, or the character of the Work as may be necessary to insure completion of the Project in the most satisfactory manner. The City reserves the right to alter the quantities of Work to be performed or the time for the Project completion. No such alterations shall waive or invalidate any condition or provision of the Contract Documents.

The Contract Documents may be changed only by an Amendment and/or Change Order as approved by the City or by Field Change as approved by the City Engineer.

All changes shall be in writing and shall, except in case of emergency, be approved by the City Council before the Work commences.

108.03.01 – AMENDMENTS

Amendments are changes to the Contract Documents that are based on Unit Bid Prices which were provided with the Bidding Documents. The Item Unit Quantity may be increased or decreased by any amount. Amendments are not subject to Contract cost limits set in the Oklahoma Competitive Bidding Act, 61 O.S. (1991) Section 121. Amendments shall be binding when approved by the City.

108.03.02 – CHANGE ORDERS

Change Orders are changes to the Contract Documents when a Lump Sum price was provided with the Bidding Documents or when a Unit Price has not been established for a particular item or items of Work. A Change Order may authorize an addition, deletion, or revision in the Work, authorize an adjustment of the Contract Price or adjust the Contract time. The cumulative amount of Change Orders shall not exceed the Contract cost limits set in the Oklahoma Competitive Bidding Act, 61 O.S. (1991) Section 121. Change Orders shall be binding when approved by the City.

Where an actual emergency exists, wherein the delay caused by submitting the Amendment or Change Order to the City for approval would jeopardize the interest of the City or the public, the City Engineer may approve the Amendment or Change Order in writing. However, Amendments or Change Orders approved by the City Engineer under the circumstances outlined above shall be submitted to the City for consideration as soon as practical.

Amendments and Change Orders submitted to the City for approval shall bear the approval of the City Engineer and shall be prepared in five (5) copies, distribution as follows:

- A) Four (4) copies to the City
- B) One (1) copy to the Consultant (Architect or Engineer)

Change Orders shall include the following:

- A) Complete detail and scope of the Work contemplated.
- B) Estimated cost of the Work as contemplated by the Change Order.
- C) Complete justification.
- D) Any time impact to the Work caused by the Change Order.
- E) Statement as to whether the prices shown are Contract Bid prices or agreed prices.
- F) Statement signed by the Contractor that he is willing to perform the Work at the prices

in the Amendment or Change Order.

108.03.03 – FIELD CHANGES

Field Changes are changes to the Contract Documents when Unit Prices were provided with the Bid and when the overall Contract amount is not changed. Field Changes shall be binding when approved by the City Engineer.

108.04 – POST CONTRACT AWARD SUBSTITUTIONS

Substitutions may be considered after the Award of Contract unless specifically prohibited in the Bidding Documents. However, any Bidder basing a Bid on a substitution not approved by pre-Bid Addendum does so at the risk of being required to provide the materials designated in the Bidding Documents.

The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

Substitutions must be submitted in writing to the City Engineer for approval. The Contractor shall submit any additional information required by the City for review of the substitution. The City reserves the right to accept or reject any Post Contract Award Substitutions.

SECTION 109 – CONTROL OF THE WORK AND MATERIALS

109.01 – WORK ORDER

All Work shall be accomplished under authority of a written Work Order issued by the City Engineer. No Work Order shall be issued until the required Contract Documents have been executed by the Contractor and approved by the City.

109.02 – AUTHORITY OF CITY ENGINEER

All Work shall be done under the supervision and approval of the City Engineer. The City Engineer shall be the final authority regarding all questions which arise, including, but not limited to, the following:

- A) The quality and acceptability of materials furnished.
- B) Work performed.
- C) Manner of performance.
- D) Rate of progress of the work.
- E) Interpretation of the plans and specifications.
- F) Acceptable fulfillment of the contract.
- G) Compensation.
- H) Mutual rights between contractors under these specifications and suspension of work.

The City Engineer shall have the right to establish any sequence or priority of operation in the interest of desirable cooperation with other Work.

The authority of the City Engineer shall be in writing and not be construed to waive, revise or modify Contract Documents.

109.03 – CONFORMITY WITH PLANS

All Work shall conform to the lines, grades, cross sections and dimensions shown in the Contract Documents. Any changes from the Contract Documents shall be accomplished by Amendments, Change Orders or Field Changes.

109.04 – ORDER OF CONSTRUCTION

Site Preparation - The site of work, where deemed necessary by the City Engineer, shall be cleared of trees, brush, fences, buildings and obstructions occupying space needed for construction operations. Provided that no building or structure partially encroaching on the right-of-way or located in such a manner as not to interfere with construction operations shall be moved unless specifically noted on the plans for removal or directed by the City Engineer to be removed. Salvaged material shall be stored as directed by the Engineer.

Access Road - Where work is not accessible from existing streets and roads, the Contractor shall prepare necessary roads and grade or otherwise smooth uneven terrain along the right-of-way so that material may be transported and power equipment moved to and operated on and along the site of the work. Any

work done under the foregoing requirements will be subject to the Engineer's approval.

When trenching or disturbing existing ground cover, unless otherwise directed by the Engineer,

the Contractor shall leave no more than nine hundred feet (900') maximum, or as designated by the Engineer, between backfilling operations and the complete restoration of paving, paving repairs, fencing, sodding, etc.

When temporary surfacing is provided for in the contract documents, the Contractor shall complete temporary paving repair immediately as soon as practical before adjacent work is completed.

109.05 – ADJUSTMENT OF EXISTING STRUCTURES AND UTILITIES

109.05.01 – GENERAL

The Contractor, at his expense, shall provide an electrical or mechanical device or use such other means he may select to locate any hidden utility line, oil or gas pipeline, water pipeline, sewer pipeline, telegraph and telephone line, and locate such lines or structures shown on the plans and any uncharted line or structure whether shown on the plans or not and protect, adjust to grade, disconnect and replace, relocate and replace, remove, provide supports during the construction and settlement of backfill and protect against freezing or unnecessary damage by the elements of existing utility lines, oil or gas pipelines, water pipelines, sewer pipelines, telegraph and telephone lines, railroad right-of-way lines and other structures and shall pay all fees to County, City, State or Federal agencies which may be required in the performance of this work.

The Contractor shall make satisfactory arrangements with the owners of such structures for performing the work. The Contractor shall not be entitled to any additional payment for such work under these specifications except where specific contract unit prices are provided in the proposal.

Where specific contract unit prices are not provided in the proposal, then such work shall be considered incidental to the construction except as hereinafter provided and where the City is legally liable for the payment of such cost in the construction work to be performed under these specifications, any cost involved shall be reflected in such other contract prices as are provided in the proposal.

109.05.02 – SEWER CONNECTIONS

The connecting of sewers or sewer appurtenances to other sewers or to sewer appurtenances shall be made in accordance with the plans or under the direction of the Engineer. The work shall be done in a workmanlike manner in such a way as not to damage any of the structures involved. No sewer shall project beyond the inside wall line of other sewers or of sewer appurtenances.

109.05.03 – SEWER GRADES

General - The grade line shown on the plans is the elevation of the invert or flow line of the sewer. The sewer grade shall be established by use of batter board, laser beam, or other methods approved by the Engineer.

Batter Boards - When batter boards are used they shall be set at grade stakes not farther than fifty (50) feet apart. Not less than three (3) batter boards shall be maintained in correct position continuously during the construction of the sewer. Batter boards shall be of good, straight, sound material, fastened to substantial stakes or uprights. Batter boards ten (10) feet or less in length shall not be smaller than one (1) by four (4), and when longer than ten (10) feet shall not be smaller than one (1) by six (6) or two (2) by four (4). Stakes shall not be smaller than two (2) by four (4). Steel stakes with suitable clamps may be used when approved by the Engineer.

A suitable fine cord or wire approved by the Engineer, shall be stretched tightly between batter boards over the exact centerline of the sewer. A graduated pole or rod shall be provided for measuring from the cord stretched between batter boards to the bottom of the trench while the trench is being prepared and to the sewer invert while the sewer is being placed. When the vertical distance from the cord between batter boards to the invert of the sewer exceeds ten (10) feet, a line shall be set at the bottom

of the trench for aligning the pipe and establishing the grade.

Laser Beams - When laser beams are used to establish line and grade, they shall first be calibrated in accordance with the equipment manufacturers recommended procedures. The Contractor shall establish horizontal and vertical controls (offset stakes) with a transit or theodolite. The Contractor may then proceed to establish line and grade using the laser equipment. In conjunction with the laser beam, the Contractor may also be required to provide

temporary benchmarks at intervals as specified by the Engineer.

109.06 – BORING TEST HOLE INFORMATION

Test hole information, when shown on the plans or included in the specifications, shall only represent subsurface characteristics to the extent indicated, and only for the point location of the test hole.

Each bidder shall make his own interpretation of the character and condition of the materials, which will be encountered, between test hole locations. Each prospective Bidder may, at his own expense, make additional surveys and investigations as he may deem necessary to determine conditions which will affect performance of the work.

109.07 – WATER USAGE

The Contractor may obtain from the City of Piedmont a flush meter for access to water hydrants for the purposes of cleaning and other work items requiring water. No fire hydrant shall be obstructed or used when there is a fire in the area. The Contractor shall be responsible for the water meter and all related set-up charges, including the water usage bill. All expenses shall be considered incidental.

109.08 – AUDIO-VIDEO RECORDING PRE- AND POST-CONSTRUCTION

These recordings will serve as a record of pre-construction and final conditions. All Audio Video recordings shall be recorded in a manner that logically follows the entire project path in a continuous manner. The audio-video record shall become the property of the City and shall be delivered prior to commencing construction and prior to final payment. Contractor must submit recording to the Engineer for review and approval.

A) Pre-construction Audio-Video Recording

The Contractor shall be required to record above ground topography and existing amenities located along project area before clearing and construction operations begin.

B) Post-Construction Audio-Video Recording

The Contractor shall be required to record above ground topography and existing amenities located along project area after construction is completed

C) Audio-Video Recording Quality

The Audio-video recording shall be in color and recorded digitally on DVD, or format as approved by the Engineer. The audio-video record shall be high quality and detailed enough to settle disputes that may arise.

If not specified with a pay item the cost of audio-video recording shall be included in other items.

109.09 – SEDIMENT AND EROSION CONTROL

The Contractor shall minimize the amount of land disturbed to minimize the loss of the sediment from the job site onto neighboring properties or into area waterways and streams. The most effective and direct means of controlling erosion during and after construction is to attain a good vegetative cover over all soil surfaces laid bare or disturbed. Permanent vegetative cover shall be established promptly after completion and acceptance of areas of work. Practices to minimize erosion and trap sediment carried by site runoff are to be utilized by the Contractor. All work shall comply with the Contractor's Erosion Control Plan.

The Contractor shall designate a full-time employee on the job site to be responsible for implementation of erosion and sediment control measures. The Contractor's designated employee shall inspect and document the condition of all erosion control structures on a weekly basis. In the event of rainfall in excess of one-half inch, an inspection of all structures shall be made within 24 hours of the one-half inch rainfall event.

109.09.01 - STORM WATER CONSTRUCTION ACTIVITIES PERMIT

When applicable, in order to be in compliance with the Environmental Protection Agency (EPA), Oklahoma Department of Environmental Quality (ODEQ) regulations, the City must ensure all construction activities within its corporate boundaries are in compliance under the following regulations.

Environmental Protection Agency
Code of Federal Regulations (40 CFR, Part 122)

Clean Water Act

Oklahoma Department of Environmental Quality

Oklahoma Pollutant Discharge Elimination System Act (OPDES) 27A O.S. 2-6-201

Piedmont Municipal Code

The Contractor shall be required to follow the plans as submitted and approved at all times during construction of the project. The following note shall be on every plan submitted to the City of Piedmont:

Construction activities that result in land disturbance of equal to or greater than one (1) acre, or less than one (1) acre if they are part of a larger common plan of development or sale that totals at least one (1) acre must also obtain a permit from ODEQ (form 605-002a) for Storm Water Discharge from Construction Activities. This means that land disturbing of one (1) acre or more must permit with ODEQ.

109.10 – EXISTING STRUCTURES NOT SHOWN IN CONTRACT DOCUMENTS

The Contract Documents show the location of known surface and subsurface structures. The City assumes no responsibility for failure to show any or all structures on the Contract Documents or to show them in their exact location. No claim for Extra Work will be considered unless the unforeseen structures encountered necessitates substantial changes in the lines or grades or requires the building of a special structure for the Project to function as intended in the Contract Documents. Nothing herein shall relieve the Bidder of the responsibility to thoroughly inspect the proposed Work site prior to submitting Bids.

109.11 – COORDINATION OF THE CONTRACT DOCUMENTS

The City's Standard Specifications shall govern all aspects of Bidding and construction of the Project. Exceptions or additions to the Standard Specifications will be set forth in the Special Provisions. The Standard Specifications are available for review or purchase in the City Clerk's Office. The Contract Documents as shown in Figure 100-1 describe the Work to be performed under the Contract. A requirement occurring in any of the Contract Documents is binding. In case of discrepancies the following shall apply:

- A) Figured dimensions shall govern over scaled dimensions
- B) Plans shall govern over Special Provisions and Standard Specifications
- C) Special Provisions shall govern over Standard Specifications
- D) Details, drawings and quantities shown on the Plans shall govern over quantities shown in the Detailed Bid Form.

The Contractor shall take no benefit from any apparent error or omission in the Contract Documents. The City Engineer shall be permitted to make necessary corrections or interpretations to fulfill the intent of the Contract Documents. The Contractor shall immediately notify the City Engineer of any apparent discrepancies or errors in the Contract Documents.

109.12 – COOPERATION OF CONTRACTOR

The Contractor shall give consistent attention to the Work and shall cooperate with the City Engineer and with other Contractors. The Contractor shall provide a competent superintendent on the Work site at all times who is fully authorized and in control of the Work. Such superintendent shall be capable of reading, thoroughly understanding the Contract Documents and shall receive and fulfill instructions from the City Engineer.

The Contractor shall provide all reasonable facilities to enable the City Engineer to inspect the Workmanship, materials and equipment entering into the Work.

109.13 – CONSTRUCTION STAKES

The Contractor shall provide all construction stakes in accordance with the City's Standard Specifications, Section 801 Construction Staking, unless otherwise provided in the Contract Documents.

Prior to commencing Work, the City Engineer will furnish the Contractor permanent horizontal alignment and vertical control points throughout the Work and permanent benchmarks within two hundred feet (200') of the beginning and the end of the Work limits. The City Engineer will also provide bridge centerline horizontal and vertical control points if applicable to the project. The Contractor shall have the sole responsibility for the preservation of all horizontal alignment and vertical control stakes, benchmarks and construction stakes. The Contractor shall, at its

own expense, replace any horizontal alignment, vertical control, construction stakes and benchmarks when damaged, lost, displaced or removed.

109.14 – MEASUREMENTS

Before ordering any material or doing any Work, the Contractor shall verify and be responsible for accuracy of all measurements. Errors, inconsistencies or omissions discovered shall be immediately reported to the City Engineer. No extra charge or compensation will be allowed due to any difference between actual dimensions and the measurements indicated on the drawings.

109.15 – SUBMITTALS AND SHOP DRAWINGS

The Contractor shall not start delivery of any materials until the City Engineer has approved any required submittals and shop drawings. Only materials conforming to the requirements of the Contract Documents shall be used in the Work.

The Contractor shall transmit a minimum of five (5) copies of each submittal and shop drawing to the City Engineer for review. Each transmittal shall be sequentially numbered and shall include the City's project number, Contractor's name, Specification number and all required information. The Contractor shall also affix its approval stamp to each submittal, shop drawing and product booklet. The approval stamp must certify that "the Contractor has determined and verified all dimensions, quantities, field dimensions, relations to existing work, coordination with work to be installed at a later date, coordination with information on previously approved submittals and verification of compliance with the Contract Documents". The accuracy of all information is the responsibility of the Contractor. The Contractor's approval stamp may be reviewed and approved by the City Engineer prior to use on the project.

In reviewing and approving submittals and shop drawings, the City Engineer is entitled to rely upon the Contractor's representation that all information is accurate and correct. The Contractor shall not be relieved of any responsibility for deviations, errors or omissions of the submittals and shop drawings by the approval of the City Engineer. Upon receipt, the City Engineer shall be allowed up to fourteen (14) days for review. Submittals and shop drawings that meet the requirements of the Contract Documents will be approved by the City Engineer. The City Engineer will retain at least four (4) copies and will return a minimum of one (1) copy of the submittal or shop drawing to the Contractor. Submittals and shop drawings that do not meet the requirements of the Contract Documents will be returned to the Contractor for correction and re-submittal. The date indicated on the City Engineer's transmittal letter shall be considered the date returned to the Contractor. The Contractor shall keep at least one (1) approved copy of all submittals and shop drawings at the Work site.

The Contractor shall furnish approved materials from other sources, if, for any reason, the product from any source at any time proves unacceptable.

109.16 – MATERIALS

109.16.01 – DELIVERY

Construction materials shall not be delivered to the work site more than three (3) days in advance of the start of construction. The contractor shall be held responsible for all construction materials delivered.

109.16.02 – MATERIALS AND CONSTRUCTION METHODS NOT SPECIFIED

Request for approval of other materials and construction methods not approved and specified herein shall be made in writing along with supporting documents, by the contractor, no later than seven (7) days before the bid opening date. If approved, an addendum shall be issued.

All oral, telephone, telegraph, or fax approval of materials are invalid and shall not receive any consideration.

109.16.03 – CONCRETE AND STEEL REINFORCEMENT

Unless otherwise specified, all concrete used in construction of sanitary sewers and their appurtenances shall have a minimum twenty-eight (28) day compressive strength of thirty-five hundred pounds per square inch (3,500 psi). All steel reinforcement used shall be grade sixty (60) with a minimum yield strength of sixty thousand pounds per square inch (60,000 psi).

109.16.04 – SAMPLES

The Contractor shall provide samples of materials, finish, appliances, etc., when required by the City Engineer and all such samples must be approved by the City Engineer in writing before the Work is executed. All Work shall conform in all respects to the approved samples. Any Work

that does not conform to the approved samples will be rejected and shall be removed and replaced by Work that does so conform.

109.16.05 – TESTS

The City Engineer will provide a test schedule for the Work and shall designate which samples must be taken or tests be conducted and which must be taken or conducted in the presence of an inspector. The City Engineer may require such additional tests, as necessary to the proper construction of the Project. All tests will be made in accordance with the appropriate Specifications. The Contractor shall provide such facilities as the City Engineer may require for collecting and forwarding samples. All tests shall be performed at a laboratory designated by the City. All costs of tests on materials that meet Specifications shall be at the expense of the City. All costs of tests that fail to meet the Specifications shall be at the expense of the Contractor. Upon written notification from the designated laboratory of failure to pay for failed tests, the City shall hold subsequent payment voucher claims from the contractor until verification has been provided of payment for failed tests. No claim for damages shall be made to the contractor for any delays associated with the resolution of payment for failed tests.

109.17 – MATERIALS CERTIFICATIONS

The Contractor, in all cases, shall furnish required samples without charge. A laboratory designated by the City shall perform all tests. When the Standard Specifications require testing of prefabricated products or any other materials, the City Engineer may waive local testing requirements in lieu of a certification from the manufacturer that the material or product furnished conforms to the appropriate Specifications as called for in the Standard Specifications.

109.17.01 – GENERAL REQUIREMENTS

The Contractor shall be responsible for obtaining all certifications and arranging for their delivery to the proper destinations as required by this specification. A responsible representative of the company that issues the certification shall sign materials certifications. The official company title of the signer must be clearly shown immediately beneath the Contractor's signature. All certifications shall be furnished in duplicate and each copy shall show the following information:

- A) City's Project Number
- B) Name of Contractor
- C) Identification Markings on Shipment
- D) Quantity of Material Represented by the Certification

When certified mill tests are submitted as a Type A certification the quantity information need not be furnished provided that the identifying heat number is permanently rolled, stamped or otherwise permanently affixed to each individual piece of material in the shipment covered by the certification.

109.17.02 – TYPES OF CERTIFICATIONS

Unless otherwise specified, a certification shall be one of the following types:

A) Type A certification shall be prepared by the manufacturer and shall consist of a certified copy of a report covering tests conducted by an approved laboratory. Such tests shall have been conducted on samples obtained from the lot or lots of material in the shipment.

B) Type B certification shall consist of a certification prepared by the manufacturer and shall show the limits of test values as determined by an approved manufacturer's laboratory, a qualified commercial laboratory or other approved laboratory.

C) Type C certification shall be prepared by the manufacturer and shall certify that the material in the shipment conforms to the same formula and/or is essentially the same as the material previously approved by the City Engineer.

D) Type D certification shall be prepared by the manufacturer and shall state that the materials meet the applicable Specifications. These Specifications shall be listed by number, section reference or other appropriate identification acceptable to the City Engineer.

E) Type E certification shall be prepared by the fabricator to cover a composite item incorporating two (2) or more materials which have been previously approved on an individual basis for City Projects, but which lose their identity when they are incorporated into the composite item. All materials used in the fabrication shall be listed and identified. The

certification shall state that all materials used in the fabrication of the item in question were previously approved for City use. The fabricator shall keep test reports and/or other pertinent identifying records of the individual items incorporated into the composite item until the item has been approved and accepted by the City Engineer.

109.17.03 – DISTRIBUTION OF CERTIFICATIONS

Certifications shall be mailed in duplicate to:

City Engineer, City of Piedmont
Certifications for Project No. _____
P. O. Box 240, Piedmont, OK 73078

These certifications will be checked for conformance with the applicable Specifications.

109.17.04 – BASIS OF ACCEPTANCE

Whenever a certification as defined above is required or requested by the City Engineer, such material may be accepted on the basis of certification provided that all applicable requirements are met. Visual inspection at delivery and installation shows the Workmanship and condition of the material to be satisfactory.

All material furnished under certification shall be tagged, stenciled, stamped or otherwise marked with a lot number, heat number, order number, or other appropriate identification which can be readily recognized and checked against the certification. Material accepted on certification shall not be incorporated in the Work until the City Engineer has approved the certificates.

Testing shall be done only on written order of the City Engineer on test order forms provided by the City. Unless otherwise provided, nothing in these Specifications shall be construed as requiring a specific number of tests to be made. Except on Assessment Paving Projects, the minimum schedule of satisfactory tests, listed herein, will be furnished by the Contractor upon written order of the City Engineer and performed by a testing laboratory designated by the City. Tests for asphalt extraction and gradation, asphalt cement analysis and Hveem stability will be made only as directed by the City Engineer or as specified in the test schedule.

The reference made herein to the A.S.T.M., A.A.S.H.T.O. and O.D.O.T. are to establish a standard for quality of material and shall not be construed as requiring tests for compliance with these Specifications except on the written order of the City Engineer as provided above.

An example of the schedule of tests to be furnished by the Contractor is summarized as follows:

EXAMPLE SCHEDULE OF TESTS

ACCEPTANCE OF PLANT MIX ASPHALT CONCRETE PAVEMENT

| | |
|---|--|
| Asphalt Extraction And Gradation | 1000 tons Asphalt Pavement |
| Roadway Density Of Asphalt Mix | 4 Per 2000 Tons Asphalt Pavement or as directed by the City Engineer |
| Hveem Stability Test And Density Of Molded Specimen | 1 Per 2000 Tons Asphalt Pavement |
| Maximum Theoretical Specific Gravity Of Asphalt Mix | 1 Per 2000 Tons Asphalt Pavement |

A satisfactory test is defined as being a test that shows that the quality of the materials or Workmanship meets the requirements of the Specifications. Where tests reveal that the quality of the materials or Workmanship does not meet the requirements of the Specifications, additional tests shall be made as directed by the City Engineer until the number of satisfactory tests called for in the schedule have been

made. The reports of these tests shall constitute the evidence referred to above. The cost of all testing provided for in the schedule, including the furnishing and taking of all samples, shall be included in the Unit Prices Bid for the various items listed in the Bid.

The City Engineer may order tests in addition to the number provided for in the schedule to be made if, in his opinion, such additional tests are necessary. The cost of all tests ordered, in addition to the number of satisfactory tests provided for in the schedule, which show that the materials or Workmanship conform to the Specifications shall be paid for by the City. The

Contractor shall pay for all such tests that reveal that the materials or Workmanship do not conform to the Specifications.

In the event that any concrete cylinders on a Project have a compressive strength at twenty-eight (28) days of less than thirty-five hundred pounds per sq. inch (3500 psi) or as otherwise specified, the procedure as provided in Section 304 Portland Cement Concrete will apply and payment will be adjusted as provided. On all Work where the City is, or is not, a party to the Contract, the difference between the Contract price and the price as adjusted because of strength and/or thickness deficiencies shall be paid the City as liquidated damages to cover the higher cost of maintenance anticipated to result from slab so deficient. All costs of coring, testing of cores and repair of core holes, shall be borne by the Contractor.

109.17.05 – STORED MATERIALS

Stored materials shall be located and protected to preserve their quality and fitness for the Work. Materials shall be placed on wooden platforms or other hard, clean surfaces and not on the ground and shall be placed under cover as required. Stored materials shall be located to facilitate prompt inspection. The City assumes no responsibility for materials located on the site or off-site. The Contractor assumes full responsibility for any damage or loss to any stored materials. No stored material shall be located off-site unless approved by the City Engineer. Material located off-site shall be insured prior to payment for stored materials.

All aggregates shall be handled in such a manner as to preserve their quality, gradation and fitness for the work. The provisions for transporting aggregates shall be such to assure a continuous and adequate supply of material to the work. Aggregate stockpiles shall be built up in such a manner that acceptable materials will be delivered to the plant or the Project. Aggregates from different sources and different gradations shall not be stockpiled together. The gradation requirements, for the individual stockpiles and proportioning from the stockpiles, shall be the responsibility of the Contractor. Aggregates that have become segregated, or mixed with earth or other foreign material, shall be considered unacceptable, and will not be utilized in the work until Contractor causes aggregate piles to be integrated, and all foreign materials to be removed.

109.18 – INSPECTION

The City Engineer shall at all times have reasonable access and opportunity to inspect the Work. The Contractor will provide proper and safe access for all City and regulatory inspections. The City may maintain inspectors on the job site for the purpose of inspecting materials, equipment, Workmanship and conditions of Work. The Contractor shall notify the Public Works Director twenty-four (24) hours prior to:

- A) Pouring Concrete
- B) Covering Work
- C) Working on waterlines and
- D) At any other times required in the Special Provisions.

It is the Contractor's responsibility to arrange for and complete all inspections required by the City's Building, Plumbing, Electrical, Mechanical, Fire and Zoning Codes. The Contractor shall at any time remove and uncover such portions of the finished Work as may be directed by the City Engineer.

A) Should the Work prove acceptable, the cost of removing uncovering and restoring covered Work may be reimbursed to the Contractor. Payment may be paid as a Change Order.

B) Should the Work prove unacceptable, the cost of removing uncovering and restoring covered Work shall be at the Contractor's expense.

C) Any Work completed, covered up, or materials used without inspection by the City may be ordered uncovered, removed, replaced and covered at the Contractor's expense.

109.19 – REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

All Work that has been rejected or condemned shall be removed and/or replaced at the Contractor's expense. The following items list causes for removal of Work:

- A) Work completed without lines and grades;
- B) Work performed beyond the lines or not in conformity with the grades shown in the

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Contract Documents;

- C) Work performed without proper inspection; and,
- D) any extra or unauthorized Work done without written authority of the City Engineer.

The City Engineer shall, after giving written notice to the Contractor, have the authority to cause defective Work to be remedied or removed and replaced or to cause unauthorized Work to be removed and to deduct the cost thereof from any compensation due or to become due the Contractor. If the City deems it inexpedient to correct defective or unauthorized Work, an equitable deduction from the Contract amount shall be made.

109.20 – PUNCHLIST

The Contractor shall notify the City Engineer once all work has been completed in accordance with the Contract Documents. Upon completion, the Contractor must schedule a final walk-through of the project with the City Engineer.

The Contractor is required to generate the punch list which contains all items of work identified during the final walk-through not in conformance with the Contract Documents. The punch list will identify the date of issue, the City's project number, the Contractor's name and will describe in detail, in numerical order, all items of work that require correction, repair or replacement. A "corrected" column will be incorporated on the punch list for date and initial by the City Engineer to verify the correction.

All items of work recorded on the punch list must be corrected, repaired or replaced prior to Final Acceptance of the project by the City.

109.21 – FINAL INSPECTION

The Contractor shall advise the City Engineer when the Work is completed and ready for Final Inspection. The City Engineer shall make Final Inspection of all Work included in the Contract or any portion thereof as soon as practicable after the Work is completed and ready for Acceptance. If the Work is not acceptable to the City Engineer at the time of such inspection, the Contractor shall be informed as to the particular defects to be remedied before Acceptance can be made.

109.22 – FINAL CLEAN UP

Upon completion of the Project and prior to final Acceptance by the City, the Contractor shall clean and remove from the Work site surplus, discarded materials, temporary structures, stumps or portions of trees and debris of any kind. The Contractor shall leave the Work site in a neat and orderly condition acceptable to the City. Waste materials removed from the Work site shall be disposed of at locations satisfactory to the City Engineer and in compliance with Federal, State and City requirements.

109.23 – CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the final certificate nor payment nor any provision in the Contract, Bonds or any other Contract documents shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, the Contractor shall remedy any defects due thereto and pay for any damage to other Work resulting there from, which shall appear within a period of one (1) year from the date of formal acceptance or duration of Maintenance Bond, whichever is longer, by the City. The City shall give notice of observed defects with reasonable promptness after discovery.

109.24 - FINAL ACCEPTANCE OF PRIVATE DEVELOPMENT PROJECTS

For final acceptance of private development projects, the contractor in addition to successful completion of all work items, punch list items, final clean-up, and final inspection, must submit a completed copy of the test schedule with results of all tests and copies of all applicable test reports to the City Engineer.

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Failure to perform the required tests in compliance with these Standard Specifications and the test schedule will result in a penalty equal to three times the cost of each uncompleted test. The penalty amount for each uncompleted test will be based on the price under the City's annual testing contract.

SECTION 110 – LEGAL RELATION AND RESPONSIBILITY TO THE PUBLIC

110.01 – LAWS TO BE OBSERVED

The Contractor shall observe and comply with all Federal and State laws and regulations and all City Ordinances, Codes and regulations which in any manner affect the conduct of the Work.

The Contractor shall observe and shall comply with all existing orders and decrees or which may be issued. No plea of misunderstanding or ignorance will be considered.

110.02 – PERMITS AND LICENSES

The Contractor must secure, at its own cost, all permits, licenses and fees required by City ordinances, State statutes or Federal laws. Required permits, licenses and fees include, but are not limited to, building and other related permits, other fees, charges, taxes, licenses and inspections necessary for proper execution and completion of the Work. The Contractor is also required to give all notices necessary for the lawful prosecution of the work.

The Contractor must also secure, at its own cost, all certificates of inspection and occupancy that may be required by authorities having jurisdiction over the Work. No claims for delay may be made with reference to this section.

110.03 – PATENTED DEVICES, MATERIALS AND PROCESSES

If the Contractor is required or desires to use any design, device, material or process covered by letters, patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the patentee or owner. The Contractor shall provide to the City Engineer a copy of any such agreement. The agreement shall be to the benefit of the City and the Contractor.

The Contract prices shall include all royalties or costs arising from patents, trademarks and rights in any way involved in the Work.

110.04 – SANITARY PROVISIONS

The Contractor shall establish and enforce policies and procedures in regard to cleanliness and disposal of garbage and waste. The Contractor will prevent the inception and spread of contagious or infectious diseases about the Work or any public or private property. The Contractor shall construct (secluded from public observation), maintain and ensure the use of necessary sanitary conveniences for the use of laborers on the Worksite.

110.05 – PUBLIC CONVENIENCE AND SAFETY

The Contractor shall establish and implement safety measures, policies and standards conforming to those required or recommended by governmental authorities including, but not limited to, the requirements of the United States Occupational Safety and Health Act.

The Contractor shall take such special precautions for the safety of the Work and the traveling public as may be necessary, including, but not limited to, sheeting, bracing and thoroughly supporting the sides of any excavation and supporting and protecting any adjacent structures.

The Contractor shall not cause an obstruction to the traveling public. The Contractor shall, at the Contractor's own expense, make provisions for the diversion of traffic and the traveling public.

The City reserves the right to remedy, at the Contractor's expense, any neglect on the part of the Contractor regarding the public convenience and safety upon twenty-four (24) hours written notice regarding failure to respond. In cases of emergency, the City shall have the right to remedy without notice, at the Contractor's expense.

110.06 – STREETS, ALLEYS, OR RIGHTS-OF-WAY

Streets, lanes of streets, or alleys may be closed only upon the prior approval of the City Engineer. Should a street, lanes of streets, or alley closing be approved, the Contractor is responsible for notifying the City following at least twenty-four (24) hours in advance of the closing.

110.06.01 – DETOURS

The City Engineer may approve all detour routes during construction. The Contractor shall provide and maintain all detour routes, signs and devices which shall conform to the requirements of the "Manual on Uniform Traffic Control Devices."

110.06.02 – OCCUPYING STREETS, ALLEYS, RIGHT OF WAY OR CITY PROPERTY

a) During Work the Contractor will be allowed to occupy such portions of streets, alleys, rights-of-way or City Property as provided for in the ordinances of the City, the Contract Documents or as allowed by the City Engineer. The City Engineer may approve a reasonable amount of tools, materials and equipment for construction, which may be stored in such space but not more than is necessary to avoid delay in the construction. Streets, alleys, rights-of-way and/or City property shall be free and unobstructed at all times unless otherwise approved by the City Engineer, including, but not limited to, excavated and waste materials, stored materials,

equipment, etc. Other Contractors of the City may, as required by their Contracts, enter the Project. The Contractor shall provide other City Contractors all reasonable access and assistance for the performance of the adjoining Work. Any additional Project area desired by the Contractor shall be acquired at the Contractor's expense. The Contractor while in control of the project site shall maintain the site to be clean of trash and weeds or grass to be cut or mowed, acceptable to the City Engineer, at a minimum of every two weeks.

b) USE OF CITY LAND & PROPERTY FOR STORAGE OR STAGING OPERATIONS ON PUBLIC CONSTRUCTION PROJECTS:

The Contractor must obtain the prior written approval of the City Engineer to utilize any City property, easement, or right-of-way outside of the project site for construction storage or staging operations during the performance of public construction projects. Additionally, approval by the Director of the Parks and Recreation Department must be obtained prior to utilizing City park property.

The Contractor must request such approval by written correspondence. The correspondence must include a description of the requested storage or staging activity and a brief description of the property with a location map (aerial/topographic/pictures/diagrams) of the specific area for which the request is being made.

The City Engineer with the Director of Parks and Recreation, where applicable, is authorized to grant permission and to negotiate and establish the consideration received by the City. Construction storage includes storage of construction materials, excavation materials, equipment, and vehicles to the extent and upon the conditions set by the City Engineer, provided all materials, equipment and vehicles must be removed upon completion of the project and all reparations and restoration of the property must be completed within ten working days of the completion of the project. This policy does not authorize the use of City property, easement, or right-of-way for private projects.

If approval is granted, the following requirements shall be adhered to by the Contractor.

1. No vehicular traffic or stockpiling of equipment, soil or other materials within the drip line of mature trees or within five (5) feet of the water pan for young trees. The drip area of trees is to be protected by a safety fence.

2. Unless otherwise directed, the Contractor shall repair disturbed land with approved slab sod on top of a prepared subgrade. Random excavation material will not be allowed in lieu of topsoil. The Contractor shall be responsible for watering the sod until approved growth has been established to the satisfaction of the City Engineer.

3. Approval by the City shall be received prior to all tree trimming.

4. Contractor shall restrict all construction operations to occur within the boundary of "planned construction limits". No staging or parking will be allowed outside of the planned construction limits. Any variance to the construction limits must be approved by the City Engineer.

5. Total area required for staging (including parking of all contractor equipment, material storage, employee parking, job shack, etc.) must be secured by fencing for the protection of park uses outside of the staging area and to clearly delineate the approved area.

6. Construction or equipment fluids must not be drained onto the ground. Any resulting spills must be completely mitigated by removing the contaminated soil, replacement with quality top soil, and completely solid slab sodded.

7. The area inside of the "staging area" must be regularly maintained by the contractor. This means all litter must be picked up and removed, kept from encroaching out onto the park, and the area mowed and trimmed as necessary.

8. Any storage of dirt should be protected by silt fence.

9. Any gravel storage areas must be completely cleaned of any gravel debris so that none remains to become projectiles from mowing/trimming activities.

Any disturbed areas (equipment parking areas, haul roads, storage areas, etc.) must be disked to a depth of 8 inches to alleviate compaction and completely solid slab sodded. No seeding,

sprigging, or hydro-mulching will be allowed. Newly sodded areas must be completely watered in and viable upon inspection prior to turning back over to the City.

110.06.03 -- BARRICADES AND WARNING SIGNS

Where Work is performed adjacent to or on any street, alley, right-of-way, or public place the Contractor shall at its own expense, furnish, erect and maintain barricades, fences, lights, warning signs and signals. The Contractor shall provide such flagman or watchmen and take such other precautionary measures for the protection of persons or property and of the Work as may be necessary. A sufficient number of barricades shall be erected to keep pedestrians and vehicles from entering on or into the Project. From sunset to sunrise, the Contractor shall furnish and maintain at least one operating light on each barricade. All devices shall also be in conformance with the "Manual on Uniform Traffic Control Devices."

The Contractor shall provide a twenty-four (24) hour phone number to the City to be used for notification to promptly repair signs, barricades, other warning or control devices. Failure to comply with these requirements may result in the issuance of a Stop Work Order until the deficiencies are corrected.

The City reserves the right to remedy any neglect on the part of the Contractor regarding the public convenience and safety, upon twenty-four (24) hour written notice. In cases of emergency, the City shall have the right to remedy without notice at the Contractor's expense.

110.07 -- RAILWAY CROSSINGS

When the Project encroaches upon any railway right-of-way, the City will secure for the Contractor all the necessary Contracts and/or easements of authority to enter upon such right-of-way for the prosecution and completion of the Project. If the Project area is occupied by railway tracks, the Work shall be carried on in such manner as not to interfere with the railway operation. Where railway tracks are to be crossed, the railway company, may construct the necessary bridges, trestles, cribs or other structures for the safe operation of trains or cars across any excavation during the time or construction of the Work. The cost of the construction of such bridges, trestles, cribs or other structures shall be paid to the railway company by the Contractor. This cost shall include the necessary cost of any supervision or other incidental expenses that may be required by the railway company while the Work is in progress on the right-of-way of the railway company. The Contractor submitting a Bid shall take all railway coordination costs into consideration.

The Contractor shall coordinate and cooperate with the City and Railway in all ways possible to complete the Project. In case of delay due to the railway coordination, only an extension of time may be considered.

110.08 -- USE OF EXPLOSIVES

Should the Contractor elect to use explosives for any purpose in the prosecution of the Work, all affected or concerned City departments and all utility companies shall review the type of explosive to be used and proposed use.

Prior to any blasting, the Contractor shall receive written permission of the City Fire Chief and the City Engineer. Written permission shall not be issued until the Contractor obtains a release from all utility companies. Prior to any use of explosives, the Contractor shall notify the proper representative of all utility companies having service connections within the area. This notification shall include the date, time and location.

The City Fire Chief and the City Engineer may require detailed information on all progress toward the use of explosives and may require additional safety precautions.

All precautions shall be taken by the Contractor as required by the City and the State relative to use of explosives. Necessary provisions shall be made for the protection of the Project. All use of explosives shall be conducted to protect persons or property. The Contractor shall keep only sufficient quantities of explosives necessary for the immediate day's Work on hand. Storage of explosive devices shall be done strictly in compliance with applicable laws, industry standards and/or as directed by the City Engineer.

110.09 -- PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall not enter upon private property for any purposes without first obtaining permission from the property owner. The Contractor shall be responsible for the preservation of

public or private property. The Contractor shall use every precaution necessary to prevent damage to all trees, fences, culverts, bridges, pavements, driveways, sidewalks, etc., and to all water, sewer, gas or electric lines or appurtenances thereof and to all other public or private property along or adjacent to the Work. The Contractor shall notify the proper representatives of any public utility, any company or any individual not less than twenty-four (24) hours in advance of any Work which might damage or interfere with the operation of their property, along or adjacent to the Work. The Contractor shall be responsible for all damage or injury to property of any character resulting from any act, omission, neglect or misconduct in the manner or method of executing the Work. The Contractor shall be responsible for the non-execution of the Work and any time due to defective Work or materials and said responsibility shall not be released until the Work is completed and accepted. When and where any direct or indirect damage or injury is done to public or private property on account of any act, omission, neglect or misconduct in the execution of the Work the Contractor shall restore the property at the Contractor's expense.

The Contractor shall be responsible for the consequence of the non-execution of the Contract and shall restore at the Contractor's own expense such property to a condition similar or equal to that existing before such damage or injury was done. The Contractor shall repair, rebuild or otherwise fix the property as may be directed, or the Contractor shall make good such damage for injury in an acceptable manner.

In case of the failure on the part of the Contractor to restore such property or make good such damage or injury, the City Engineer may, upon forty-eight (48) hours written notice, under ordinary circumstances, proceed to restore such property. The City Engineer may without notice restore such property when a nuisance or hazardous condition results. The cost for the City's Work will be deducted from any monies due or to become due the Contractor under the Contractor's Contract.

110.10 – PROTECTION AND PRESERVATION OF LAND MONUMENTS AND PROPERTY LINE MARKS

The Contractor shall protect carefully from disturbance or damage all land monuments and iron pins or other markers that establish property or street lines. Where such monuments or markers must, of necessity, be disturbed or removed in the performance of the Contract, the Contractor shall first give ample notice to the City Engineer, so replacement of such monuments or markers may be witnessed or referenced by the City Engineer. Should the Contractor disturb, remove or damage any established land monument or property or street line mark without first giving the City Engineer ample notice, the City Engineer may deduct the cost of re-establishing such monuments or marks from any monies due or to become due the Contractor.

110.11 – RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor and the Contractor's Surety shall defend, indemnify and save harmless the City and any applicable Trusts and all its officers, agents and employees from all suits, actions or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person or persons or property by or from the said Contractor or employees or by or in consequence of any negligence in safe-guarding the Work or through the use of unacceptable materials in constructing the Work or by or on account of any act or omission, neglect or misconduct of the Contractor or by or on account of any claim or amounts recovered by an infringement of patent, trademark or copyright, or from any claims or amounts arising or recovered under the Workmen's Compensation Law or any other law, ordinance, order or decree and so much of the money due the said Contractor under and by virtue of the Contractor's Contract as shall be considered necessary by

the City may be retained for the use of the City or in case no money is due, the Contractor's Surety shall be held until such suits or suit, action or actions, claim or claims, for injury or damage as aforesaid shall have been settled and satisfactory evidence to that effect furnished to the City. Provided, however, the Contractor need not release, defend, indemnify or save harmless the City of Piedmont or their officers, agents and employees, from damages or injuries resulting from the sole negligence of the officers, agents or employees of the City of Piedmont.

110.12 – CONTRACTOR'S CLAIM FOR DAMAGES

Should the Contractor claim compensation for any alleged damage by reason of the acts or omissions of the City, he shall within ten (10) days after the sustaining of such damage, make a

written statement to the City Engineer setting out in detail the nature of the alleged damage. On or before the 25th day of the month succeeding that in which any such damage is claimed to have been sustained, the Contractor shall file with the City Engineer an itemized statement of the details and amount of such damage and upon request shall give the City Engineer access to all books of account, receipts, vouchers, bills of lading and other books or papers containing any evidence as to the amount of such damage. Unless such statement shall be filed as thus required, the Contractor's claim for compensation shall be waived and he shall not be entitled to payment on account of any such damage.

110.13 – PUBLIC UTILITIES AND PUBLIC PROPERTY TO BE CHANGED

The Contractor shall not prevent free access to all utilities or emergency devices, services and access. The cost of adjusting water mains or services to grade shall be included in the Bid prices except where a specific item for this Work is included in the Bid.

An effort has been made to locate and show on the Plans, existing utilities. Should the Contractor encounter any utilities whether or not shown on the Plans, it will be the Contractor's responsibility to protect the liens during construction. If there is any interference from alignment or elevation, it will be the responsibility of the Contractor to have these utilities relocated to permit construction to continue. All necessary relocation or adjustment of utilities will be accomplished without expense to the Contractor except when otherwise provided in the Special Provisions or included in the Project. The Contractor shall be required to coordinate the Contractor's Work with that of the utility companies or the City so that the relocation or adjustment of utilities and the Work on the Project can proceed in an orderly and timely manner. Any damage to new or existing utilities or other facilities on the Project site shall be repaired by the Contractor in accordance with the provisions of the Contract or as directed by the City Engineer. No additional payment will be allowed for such Work. It shall be the responsibility of the Contractor to be fully informed as to the extent of the limits of the Work to be performed by other Contractors of the City and to coordinate this Work with them. Should there be any conflicts as to the limits or staging of the Work, the matter shall be presented to the City Engineer or representative and any decision thereon shall be final.

Traffic signals and appurtenances are not located by the OKIE one-call system. Contractor must call public works department at Piedmont.

BEFORE YOU DIG CALL OKIE.

How to use CALL OKIE.

1. Contractor dials CALL OKIE CENTER.
2. Operator at center records necessary information, tells caller who will be notified and gives caller the Locate Request Number.
3. Locate Request message is transmitted by computer to owners of utilities.
4. Location of facilities is marked at site by owners:

Statewide 1-800-522-6543

Out-of-state 1-800-654-8249

110.14 – TEMPORARY SEWER AND DRAIN CONNECTIONS

When existing sewers have to be taken up or removed the Contractor at the Contractor's own expense, shall provide and maintain temporary outlets and connections for all private or public drains, sewers or sewer inlets. The Contractor shall take care of all sewage and drainage that will be received from these drains, sewers and sewer inlets; and for this purpose the Contractor shall provide and maintain at the Contractor's expense, adequate pumping facilities and temporary outlets or diversions. The Contractor shall construct such trough, pipe or other structures necessary and be prepared at all times to dispose of drainage and sewage received from these temporary connections until such time as the permanent connections are built and in service. The existing sewers and connections shall be kept in service and maintained under the Contract, save where specified or ordered to be abandoned by the City Engineer. All water or sewage shall be disposed of in a satisfactory manner so that no nuisance is created and that the Work under construction will be adequately protected.

110.15 – ARRANGEMENT AND CHARGE FOR WATER FURNISHED BY THE CITY

If the Contractor desires to use City water, the Contractor shall pay the rate established by City

ordinance for such service and shall make complete and satisfactory arrangements with the City Water Department for so doing. Meters will be used and the Contractor shall deposit the cost of the water meter with the Water Department and will pay for all repairs and maintenance of the meter for the period which he has the meter in the Contractor's possession.

110.16 – USE OF FIRE HYDRANTS

The Contractor or employees shall not open, turn off, interfere with, attach pipe or hose to, or connect anything with any fire hydrant, stop valve, or stop cock or tap any water main belonging to the City, unless duly authorized to do so by the Water Department.

110.17 – USE OF A SECTION OR PORTION OF THE WORK

Whenever, in the opinion of the City Engineer, any portion of the Work or any structure is in suitable condition, the suitable portion may be put into use by the written order of the City Engineer. Such usage shall not be held to be in any way Acceptance of said Work or structure or any part thereof. The usage of a portion of the Work in use is not a waiver of any of the provisions of these Specifications of Contract. Pending Final Acceptance of the Work, all necessary repairs and renewals on any section of the Work so put into use due to defective material or Workmanship, to natural causes other than ordinary wear and tear or to the operations of the Contractor, shall be performed by and at the expense of the Contractor.

110.18 – CONTRACTOR'S RESPONSIBILITY FOR THE WORK

110.18.01 – GENERAL

Until Final Acceptance by the City, the Work shall be under the charge and care of the Contractor. The Contractor shall take every necessary precaution to prevent injury or damage to the Work or any part thereof by the action of the elements or any other cause whatsoever, whether arising from the execution or non-execution of the Work. The Contractor shall at the Contractor's own expense rebuild, repair, restore and make good all injuries or damage to any portion of the Work occasioned by any of the foregoing causes before Final Acceptance of the Work by the City.

110.18.02 – SAFETY AND OSHA RULES AND REGULATIONS

All work shall be done in conformance with applicable Occupational Safety and Health Administration (OSHA) Rules and Regulations.

110.19 – PERSONAL RESPONSIBILITY OF PUBLIC OFFICIALS

In carrying out any of the provisions contained herein or in exercising any power or authority granted to him by the Contract, there shall be no liability upon the City Engineer or authorized assistants, either personal or as officials of the City, it being understood that in such matters he acts as the agent and representative of the City.

110.20 – WAIVER OF LEGAL RIGHTS

Inspection by the City Engineer or by any of his duly authorized representatives, any order, measurement, or certificate by the City Engineer, any order by the City for the payment of money, any payment for or Acceptance of any Work or any extension of time or any possession taken by the City, shall not operate as waiver of any provisions of the Contract or any power therein provided. Any waiver of any breach of Contract shall not be held to be a waiver of any other or subsequent breach. The City reserves the right to correct any error that may be discovered in any estimate that may have been paid and to adjust the same to meet the requirements of the Contract and Specifications. The City reserves the right to claim and recover by process of law sums as may be sufficient to correct any error or errors or make good any deficiency in the Work resulting from such error or deficiency, dishonesty or collusion discovered in the Work after the final payment has been made.

110.21 – INDEMNIFICATION

The Contractor shall indemnify, defend and save harmless the City and any participating public trust from any and all losses, expenses, costs, damages, penalties, or any injuries, including death, directly or indirectly resulting from acts or omissions of the Contractor and its agents, employees, and subcontractors and/or from any penalties for violation of any law, ordinance or regulation by the Contractor and its agents, employees, and subcontractors. The presence of or inspections by employees or agents of the City and or participating public trust shall not limit, affect, waive, release, or extinguish any duty, obligation, or responsibility of the Contractor. The obligations imposed by this paragraph shall not be limited, affected, waived, or extinguished by any obligation to provide insurance or by the provision or procurement of insurance.

110.22 – CONTRACTOR'S INSURANCE

(a) During the entire term of the Contract (from the approval of the Contract to the final acceptance of the fully completed project by formal action of the City) and for such additional period thereafter as specifically required herein, the Contractor shall provide, pay for, and maintain the following types of insurance:

(i) **Worker's Compensation.** The Contractor must maintain, during the term of the Contract, Worker's Compensation Insurance as prescribed by the laws of the State of Oklahoma, and Employer's Liability Insurance for all of its employees at the project sites. If any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all the subcontractor's employees at the project sites, unless such employees are covered by the insurance purchased by the Contractor. In the event any class of employees engaged in work performed under the Contract or at the project sites are not protected under such insurance heretofore mentioned, the Contractor shall provide or shall cause each subcontractor to provide adequate insurance for the protection of the employees not otherwise protected.

(ii) **Commercial General Liability Insurance.** Contractor shall carry a policy of commercial general liability insurance. If the Contractor's Commercial General Liability coverage is written in a "claims-made" form, Contractor shall also provide tail coverage that extends a minimum of two years from the expiration of this Contract.

(iii) **Automobile Liability Insurance.** The Contractor shall maintain insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles.

(b) The Contractor must carry and maintain the required insurance policies and may not canceled, fail to be renewed, nor decrease its limits without 30 days written notice to the City and any participating public trust. The Contractor must provide properly executed Certificates of Insurance evidencing insurance coverage as required by the Contract for this project. The Certificates of Insurance must specifically state the project number and description. An authorized representative of the insurance companies listed on the Certificates of Insurance must sign the Certificates. The Contractor must attach to the Certificates of Insurance such documentation as will demonstrate the authority of the insurance agent to sign the Certificates. Additionally, the Contractor must provide a covenant from the insurance agent that the insurance agent will provide to the City and any participating public trust 30 days advanced written notice prior to any cancellation, lapse, reduction, limitation, or non-renewal of any insurance coverage or policy required for this project. The Contract will provide the Certificates of Insurance to the City with its signed Contract and Bonds. The City Engineer will not issue Notice to Proceed and the Contractor may not commence work or occupancy of the project sites until the required Certificates of Insurance have been received and verified, however, working days may commence and may accrue or be accruing pending presentation of the required insurance certificates and documentation and the effectuation of the required insurance coverage. Certificates of Insurance must be standard industry forms, such as ACORD, or in the form included in these specifications.

(c) The minimum liability coverage for each liability and each property insurance policy shall not be less than the greater of the following amounts: (i) \$1,000,000, (ii) the cumulative maximum liability limit for the City and each participating public trust under the Governmental Tort Claims Act (51 O.S. §§151 et seq.), or (iii) the minimum amount required by the Contractor's prequalification classification. All liability and property policies as to which the City is not a named insured must, to the extent allowed by law, provide an endorsement or appropriate coverage language to make the City and any participating public trust "additional insureds." The required policies of insurance must be enforceable in Oklahoma and will be construed in accordance with the laws of the State of Oklahoma.

(d) In the event of a reduction in any aggregate insurance coverage or limits below the coverage required by this specification, the Contractor shall take immediate steps to have the full amount of the required insurance coverage reinstated. If at any time the City requests a written statement from the insurance company(s) as to any impairments to the aggregate coverage or limits, the Contractor hereby agrees to promptly authorize and have delivered to the City such statement. The Contractor shall remove or cover any impairment to insurance coverage as soon as known to it. The Contractor authorizes the City to confirm with the Contractor's insurance agents, brokers, surety and insurance carriers all information necessary to confirm or evidence the Contractor's compliance with bonding and insurance requirements. The Contractor's insurance coverage shall be primary to any insurance or self-insurance program carried by the City or any participating public trust.

(e) Any deductibles or self-insured retentions in excess of \$25,000, or any other risk-management scheme other than a fully insured program of commercial general liability and automobile liability insurance must be declared by the Contractor prior to contract award and must be addressed to the satisfaction of the City and any participating public trust in advance of contract award. At the option of the City and any participating public trust, the Contractor may be required to: (1) reduce or eliminate such deductibles or to establish self-insured retentions with respect to the liability coverage for the City and any participating public trust, or (2) procure and provide a bond or irrevocable letter of credit guaranteeing payment to the City and any participating public trust for claims, losses, expenses, and other related costs of investigations, claims administration, and defense expenses not otherwise covered by Contractor's insurance because of deductibles or self-insurance retentions, or (3) provide owner's protection liability coverage with the City and any participating trust as the named insureds, for the commercial general liability requirement, in a combined single-limit bodily injury and property damage amount of One Million Dollars (\$1,000,000.00).

(f) All insurance policies shall be issued by insurance companies licensed and authorized to do business in Oklahoma with an A.M. Best rating of A- VII or better. The Contractor must timely provide to the City certified, true, and exact copies of all insurance policies required for this project whenever requested by the City. In addition, Contractor must require each insurance company that issues a certificate of insurance to the City to provide a copy of the policy to the City upon request.

110.23 – BUILDER'S RISK INSURANCE

On all building projects the successful bidder will provide Builder's Risk Insurance (all risk coverage for building or facility construction and renovation projects). The Contractor shall procure and shall maintain, during the term of the Contract, builder's risk insurance (broad form coverage, including theft, fire coverage on building construction or renovation) in the amount of one hundred percent (100%) of the construction cost. Such insurance shall remain in effect until 11:59 p.m. on the date of final acceptance of the entire fully completed project by formal action of the City, whether or not the project is substantially completed or whether or not the building or some part thereof is occupied in any manner prior to final formal acceptance. The Contractor shall be named as insured and the City and any participating public trust (as their interests may appear) shall be named as additional insureds. The coverage shall provide protection for the Contractor, the City, and any participating public trust, respectively, against property damage and damage claims which may arise from activities, omissions, or operations by the Contractor or its subcontractors under the Contract and also against any of the special hazards which may be encountered by the Contractor or its subcontractors in the performance of the Contract. Neither the Contractor nor any of its subcontractors, employees, or agents shall commit any act, operation, or omission that would vitiate, invalidate, or impair the insurance coverage hereunder. The insurance coverage must also include all stored materials, supplies, and equipment when stored off site.

110.24 – LIENS

Neither the final payment or any part of the retained percentage shall become due until the Contractor, if required, delivers to the City a complete release of all liens arising out of this Contract. The Contractor may, if any subcontractor refuses to furnish a release or receipt in full,

furnish a Bond satisfactory to the City, to indemnify him against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all monies that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

SECTION 111 – PROSECUTION AND PROGRESS

111.01 – SUBLETTING OF WORK

The City will not recognize any subcontractor on the Work. The Contractor shall not employ any subcontractor on the Work without prior written approval of the City Engineer. The Contractor shall at all times when Work is in operation be represented either in person or by a qualified superintendent or other qualified designated representative. If the Contractor sublets any part of the Work the Contractor will not, under any circumstances, be relieved of the Contractual responsibility and obligations. All communication of the City Engineer shall be with the Contractor. Subcontractors will be considered only in the capacity of employees or Workmen and shall be subject to the same requirements as to character and competency of the Contractor.

111.02 – ASSIGNMENT OF CONTRACT

The Contractor shall not assign, transfer, convey or otherwise dispose of the Contract or right, title or interest in or to the same or any part thereof without the previous consent of the City Engineer in writing, approved by the Council and concurred in by the Surety. If the Contractor does, without such previous consent, assign, transfer, convey, sublet or otherwise dispose of the Contract or of the Contractor's right, title or interest therein or any part thereof to any person or persons, partnership, company, firm, or corporation, or by bankruptcy, voluntary or involuntary, or by assignment under the insolvency laws of any state, attempt to dispose of the Contract or make default in or abandon said Contract, then the Contract may, at the option of the City, be revoked and annulled unless the Surety shall successfully complete said Contract and any monies due or to become due under said Contract shall be retained by the City as liquidated damages for the reason that it would be impracticable and extremely difficult to fix the actual damages.

111.03 – PROSECUTION OF WORK

111.03.01 – GENERAL

The Contractor shall perform the Work under the Contract within the time limit stated in the Notice to Proceed, Bid and Contract and shall conduct the Work in such a manner and with sufficient equipment, materials and labor as is necessary to insure its completion within the time limit set forth in the Advertisement, Bid and Contract. The sequence of all construction operations shall at all times be as directed by or approved by the City Engineer. Should the prosecution of the Work for any reason be discontinued by the Contractor, he shall notify the City Engineer at least twenty-four (24) hours in advance of resuming operations.

111.03.02 – PROJECT SCHEDULE

As directed by the Engineer, the Contractor shall furnish the Engineer with a tentative schedule, in Microsoft Project, Excel, Primavera, or any other format, setting forth in detail the procedure he proposes to follow, and giving the dates on which he expects to start and to complete separate portions of the work. If at any time, in the opinion of the Engineer, proper progress is not being maintained, such changes shall be made in the schedule of operations which will satisfy the Engineer that the work will be completed within the period stated in the proposal, or extension thereof made as herein provided. The schedule shall be updated monthly by the Contractor and submitted to the Engineer for review and approval. Failure to provide monthly updates (or as directed by the Engineer) to the schedule will result in a delay of processing the payment until the update is received, reviewed and accepted.

Before work begins, the Contractor shall prepare a project schedule and submit the same to the City for approval. The project schedule shall be submitted at the time of pre-work conference. This project schedule shall show the order in which the Contractor proposes to build all items of work included in the contract. After approval of the project schedule, the Contractor shall notify the City of his intent to start each of the various portions of the work included in the project schedule not less than seven (7) days prior to commencement thereof.

111.04 – LIMITATION OF OPERATIONS

The Contractor shall conduct his Work so as to create a minimum amount of inconvenience to

the public. At any time when in the judgment of the City Engineer the Contractor has obstructed or closed or is carrying on operations on a greater portion of the street or public way than is necessary for the proper execution of the Work, the City Engineer may require the Contractor to finish the section on which Work is in progress before Work is started on any additional section.

111.05 – CHARACTER OF WORKMEN AND EQUIPMENT

The Contractor shall employ such Superintendents, Foremen and workmen as are careful and competent. The City Engineer may demand the dismissal of any person or persons employed by the Contractor, in, about or on the Work who misconducts himself, or to be incompetent or negligent in the proper performance of his or their duties. Neglect or refusal to comply with the directions of the City Engineer may result in the dismissal of the employee. Such person or persons shall not be employed on City Work again without the written consent of the City Engineer. Should the Contractor continue to employ or again employ such person or persons without the written consent of the City Engineer, then the City Engineer may withhold all monies which are or may become due or may suspend the Work until such orders are complied with.

All employees shall have sufficient skill and experience to properly perform the Work assigned them. All employees engaged on special Work or skilled Work or in any trade shall have sufficient experience in such Work to properly and satisfactorily perform it and operate the equipment involved and shall make due and proper effort to execute the Work in the manner prescribed in these Specifications. Otherwise, the City Engineer may take action as above prescribed.

In the employment of labor, preference shall be given, other conditions being equal, to bona fide residents of the City of Piedmont, but no other preference or discrimination among citizens of the United States shall be made.

The Contractor shall furnish such equipment as is considered necessary for the prosecution of the Work in an acceptable manner and at a satisfactory rate of progress. All equipment, tools and machinery used for handling materials and executing any part of the Work shall be subject to the approval of the City Engineer and shall be maintained in a satisfactory working condition. Equipment on any portion of the Work shall be such that no injury to the Work or adjacent property will result from its use.

111.06 – DAY'S WORK AND WORKING HOURS

Work shall be done only during regular and commonly accepted and prescribed working hours. No Work shall be done nights, Saturdays, Sundays or regular holidays unless a special order or Permit is given by the City Engineer to do so. Eight (8) hours shall constitute a day's Work and the Contractor shall observe all State laws and City ordinances governing the hours of Work.

111.07 – TIME OF COMMENCEMENT AND COMPLETION

If the satisfactory execution and completion of the Contract should require Work or materials in greater amount or quantities than those set forth in the Contract, then the Contract time may be increased by the City Engineer. No allowance shall be made for delays or suspensions of the prosecution of the Work due to the fault of the Contractor.

The Contractor shall perform the Work within the time specified in the Notice to Proceed, Bid and Contract and the rate of progress shall be such that the whole Work will be performed and the premises cleaned up in accordance with the Contract, Plans and Specifications within the time limit, where such time limit is stated in the Notice to Proceed, Bid and Contract, unless an extension of time be made in the manner hereinafter specified.

111.08 – EXTENSION OF TIME OF COMPLETION

The Contractor shall be entitled to an extension of time, as provided herein only when claim for such extension is submitted to the City Engineer in writing by the Contractor within seven (7) days from and after the time when any alleged cause of delay occurs. Only when such claim is approved by the City Engineer and the Council or Contracting Public Entity. In adjusting the Contract time for the completion of the Projects, all strikes, lockouts, unusual delays in transportation or any condition over which the Contractor has no control and also any suspensions ordered by the City Engineer for causes not the fault of the Contractor, shall be excluded from the computation of the Contract time for completion of the Work. If the satisfactory execution and completion of the Contract should require Work or materials in greater amount or quantities than those set forth in the Contract, then the Contract time shall

automatically be increased in the same proportion as the cost of the additional Work contracted for. No allowance shall be made for delays or suspension of the prosecution of the Work due to the fault of the Contractor.

111.09 – FAILURE TO COMPLETE WORK ON TIME

The time of completion is of the essence of the Contract. For each Working Day that any Work shall remain uncompleted after the time agreed upon in the Bid and the Contract, or as automatically increased by additional Work or materials ordered after the Contract is signed, or the increased time granted by the City for the completion of said Work, the sum per day given in the following schedule, unless specified otherwise in the Bid or Special Provisions, will be deducted from the monies due the Contractor, not as a penalty but as liquidated damages.

Minimum Amount of Contract Amount of Liquidated Damages per Day

Less than \$100,000 \$300.00

\$100,000 and less than \$1,000,000 \$400.00

\$1,000,000 and over \$500.00 or up to 0.052% of the contract price per day

The sum of money thus deducted for such delay, failure or non-completion is not to be considered as a penalty but should be deemed, taken and treated as reasonable liquidated damages since it would be impracticable and extremely difficult to fix the actual damages.

111.10 – TEMPORARY SUSPENSIONS

The City Engineer shall have the authority to suspend the Work wholly or in part for such period or periods as he may deem necessary, due to unsuitable weather or such other conditions as are considered unfavorable for the suitable prosecution of the Work.

If it should become necessary to stop Work for an indefinite period, the Contractor shall store all materials in such manner that they will not obstruct or impede the traveling public unnecessarily nor become damaged in any way and he shall take every precaution to prevent damage or deterioration of the Work performed and shall provide suitable drainage about the Work and erect temporary structures where necessary.

The Contractor shall not suspend Work without written authority from the City Engineer and shall proceed with the Work promptly when notified by the City Engineer to resume operations.

111.11 – SUSPENSION OF WORK AND ANNULMENT OF CONTRACT

The issuance of a Stop Work Order shall not act to defer or suspend counting Working Days for the Project. The Work or any portion of the Work under Contract shall be suspended, immediately, on written order of the City Engineer or the City Council, a copy of such notice to be served upon Contractor's Surety, or the Contract may be annulled by the City Council, for any good cause or causes, among others of which special reference is made to the following:

A) Failure of the Contractor to start the Work within the time limit specified.

B) Substantial evidence that the progress being made by the Contractor is insufficient to complete the Work within the specified time.

C) Failure of the Contractor to provide sufficient and proper equipment for properly executing the Work.

D) Deliberate failure on the part of the Contractor to observe any requirements of these Specifications or to comply with any orders given by the City Engineer, as provided for in these

Specifications.

E) Failure of the Contractor promptly to make good any defects in materials or Workmanship or any defects of any other nature, the correction of which has been directed in writing by the City Engineer.

F) Substantial evidence of collusion for the purpose of illegally procuring a Contract or perpetrating fraud on the City in the construction of Work under Contract.

When Work is suspended for any one of the causes itemized above, or for any other cause or causes, the Contractor shall discontinue the Work or such part thereof as the Council shall designate, whereupon the Surety may, at its option, assume the Contract or that portion thereof

which the Council has ordered the Contractor to discontinue and may perform the same or may, with the written consent of the City Engineer, approved by the Council, sublet the Work or portion of the Work so taken over; provided, however, that the Surety shall exercise its option, if at all, within two (2) weeks after the written notice to discontinue Work has been served upon the Contractor and upon the Surety or its authorized agent. The Surety, in such event, shall assume the Contractor's place in all respects and shall be paid by the City for all Work performed by it in accordance with the terms of the Contract and, if the Surety, under the provisions hereof, shall assume said entire Contract, all monies remaining due the Contractor at the time of the Contractor's default shall thereupon become due and payable to the Surety as the Work progresses, subject to all the terms of the Contract.

In the event the Surety does not, within the time herein before specified, exercise its right and option to assume the Contract, or that portion thereof which the Council has ordered the Contractor to discontinue, then the City shall have the power to complete by Contract or otherwise as it may determine, the Work herein described, or such part thereof as it may deem necessary and the Contractor hereby agrees that the City shall have the right to take possession of and use any of the materials, plant, tools, equipment, supplies and property of every kind provided by the Contractor for the purpose of the Contractor's Work and to procure other tools, equipment and materials for the completion of the same and to charge to the account of the Contractor the expense of said Contract for labor, materials, tools, equipment and expenses incident thereto. The expense so charged shall be deducted by the City out of such monies as may be due or may at any time thereafter become due the Contractor under and by virtue of the Contract or any part thereof. The City shall not be required to obtain the lowest Bid for the Work of completing the Contract but the expense to be deducted shall be the actual cost of such Work. In case such expense is less than the sum which would have been payable under the Contract, if the same had been completed by the Contractor, the balance shall operate as liquidated damages, as herein above set out. In case such expense shall exceed the amount which would have been payable under the Contract, if the same had been completed by the Contractor then the Contractor and the Contractor's Surety shall pay the amount of such excess to the City on notice from the Council of the excess so due. When any particular part of the Work is being carried on by the City by Contract or otherwise under the provisions of this section, the Contractor shall continue the remainder of the Work in conformity with the terms of the Contract and in such manner as in no wise to hinder or interfere with the performance or Workmen employed as above provided by the City.

111.12 - TERMINATION OF CONTRACT

The Contract will be considered fulfilled, save as provided in any Bond or Bonds or by law, when all Work has been completed, the Final Inspection made by the City Engineer and Final Acceptance and final payment made by the City.

111.13 - PROJECT CLOSE-OUT (FOR BUILDING/FACILITY PROJECTS ONLY):

Prior to final formal acceptance and release of retainage by the awarding public agency, the Contractor shall deliver to the Owner via the Architect/Engineer three copies of a neatly bound Operations and Maintenance manual organized in a manner corresponding to the Division within the Specifications and containing the following information:

- a. A Directory containing the firm name of each subcontractor and material supplier on the project, subcontractor's and material suppliers address, telephone number, and representative to contact for repair and/or maintenance.
- b. A copy of the Architect/Engineer's Color and Finish Schedule with any subsequent revisions duly noted. Information must include project manufacturer's name, style name and product number, for all paints, flooring and other finish products used on the project.
- c. Guarantees, warranties and/or operating instructions for materials, equipment, or installations as required by other Divisions of the Specifications.

SECTION 112 - MEASUREMENT AND PAYMENT

112.01 - MEASUREMENT OF QUANTITIES

The determination of quantities of Work acceptably completed under the terms of the Contract,

as directed by the City Engineer in writing, will be made by the City Engineer based on measurements taken by the designated representative. These measurements will be taken according to the United States Standard Measurements. When materials are measured in the vehicle, the measurement will be taken at the point of delivery. When required by the City Engineer, the capacity of all vehicles shall be plainly marked on each vehicle and the capacity or markings shall not be changed without the permission of the City Engineer.

112.02 – SCHEDULE OF VALUES (FOR LUMP SUM CONTRACTS ONLY)

Contractor will submit schedule of Unit Prices of various parts of the Work within ten (10) days after the Contract is awarded. Schedule shall be a complete breakdown of labor and materials required for the job showing quantities and Unit Prices, the whole aggregating the total sum of the Contract. The City Engineer will furnish the Contractor a list of the certain items on which Unit Prices and quantities are desired which will be included in this schedule. This schedule, when approved by the City Engineer, shall be used as a basis for monthly payments to the Contractor. In applying for payments, the Contractor's statement shall be broken down in conformity with this schedule.

112.03 – SCOPE OF PAYMENT

Partial payments shall be made based on the Work completed. Up to ten percent (10%) of the partial payments shall be held as retainage. At the time the Contractor has completed in excess of fifty percent (50%) of the total Contract amount, the retainage shall be reduced to five percent (5%) of the amount earned to date if the public Contracting entity determines that satisfactory progress is being made.

Applications for payment shall be made upon the forms provided by the City or photocopies thereof and such forms must be properly completed, signed and notarized. Applications for payments shall have attached thereto the Contractor's invoice and other supporting detail.

Contractor must supply invoices for any stored materials for which payment is claimed.

The Contractor shall receive and accept the compensation as herein provided in full payment for furnishing all labor, materials, tools, equipment and incidentals, for performing all Work contemplated and embraced under the Contract; for all loss or damage arising out of the nature of the Work or from the action of the elements, for any unforeseen defects or obstructions which may arise or be encountered during the prosecution of the Work and before its Final Acceptance by the City Engineer, for all risks of every description connected with the prosecution of the Work; for all expenses incurred by or in consequence of suspension or discontinuance of such prosecution of the Work as herein specified; for any infringement of patents, trademarks or copyrights and for completing the Work in an acceptable manner according to the Plans and Specifications.

The payment of any current or partial estimate prior to Final Acceptance of the Work by the City shall in no way constitute an acknowledgment of the Acceptance of the Work nor in any way prejudice or affect the obligation of the Contractor to repair, correct, renew, or replace at the Contractor's expense any defects or imperfections in the construction or in the strength or quality of the materials used in or about the construction of the Work under the Contract or its appurtenances nor any damage due to or attributed to such defects, which defects, imperfections or damage shall have been discovered on or before the Final Inspection and Acceptance of the Work. The City Engineer shall be the sole judge of such defects, imperfections or damage and the Contractor shall be liable to the City for failure to correct the same as provided herein.

112.03.01 – VERIFICATION AND INSPECTION OF PAYROLL RECORDS

If required by contract or directed by the Engineer, the Contractor shall keep weekly records, permit inspection of records, and certify and provide copies of payroll records and Contracts and subcontracts. Example forms are available from the Public Works Department for the convenience of the Contractor.

112.03.02 – REPORTS

If required by contract or directed by the Engineer, the Contractor shall submit certified weekly payroll information to the City. Receipt of the certified payroll information shall be a pre-condition for the City to process the final pay application or claim voucher. The City may submit a copy of such certified payroll information to the Oklahoma State Department of Labor and the Wage and Hour Division of the Employment Standards Administration of the United States

Department of Labor.

112.04 – PAYMENT FOR EXTRA WORK

The Extra Work done by the Contractor, as authorized and approved by the City Engineer and the City Council, will be paid for in the manner described. The compensation shall be accepted by the Contractor as payment in full for all labor, materials, tools, equipment and incidentals and all employees' services, all insurance and all other overhead expense incurred in the prosecution of the Extra Work.

Payment for Extra Work will be made by one or more of the following methods:

A) Unit Prices agreed on in writing by the City Engineer and the Contractor and approved by the Council before said Work is commenced, subject to all other conditions of the Contract.

B) A Lump Sum price agreed on in writing by the City Engineer and the Contractor and approved by the Council before said Work is commenced, subject to all other conditions of the Contract.

C) The actual cost including labor, materials, tools, equipment and field supervision of such Extra Work plus fifteen percent (15%). Fifteen percent (15%) is hereby understood and agreed to include all overhead expense and profits, when agreed upon in writing by the City Engineer and the Contractor and approved by the Council before said Work is commenced; subject to all other conditions of the Contract.

D) Any substantial change(s) in quantities required to complete the Work will require a Contract Amendment based on the Unit Prices bid.

E) Any addition, deletion, revision or adjustment to the Contract price shall be made with a Change Order or Amendment as defined in Section 108.

The Contractor shall, on or before the 10th day of the month succeeding that in which any Extra Work shall have been performed, file with the City Engineer the Contractor's claim and an account giving the itemized cost of such Work and shall give the City Engineer access to all accounts, bills and vouchers relating thereto.

112.05 – PARTIAL ESTIMATES

It is understood that the estimates from month to month will be approximate only and all partial monthly estimates and payments will be subject to correction in the estimate rendered following discovery of an error in any previous estimate and such estimate shall not, in any respect, be taken as an admission of the City of the amount of Work done or of its quality or sufficiency nor as an Acceptance of the Work or the release of the Contractor of any of the Contractor's responsibility under the Contract. No partial estimates will be made on assessment paving Projects except where the City is paving a portion of these Projects and the money is available. Partial payments shall be made based on the Work completed. Unless otherwise provided in the Special Provisions, where Unit Prices are Bid, partial payments and final claims will be based on actual quantities used.

112.06 – RETAINAGE

Partial estimates on Work done and/or materials furnished in accordance with the provisions of Subsection 112.05 shall provide that ten percent (10%) of all such partial estimate made shall be withheld as retainage. Provided, however, that at any time the Contractor has completed in excess of fifty percent (50%) of the total Contract amount the retainage shall be reduced to five percent (5%) of the amount earned to date. Provided further, however, that the City has determined that satisfactory progress is being made and upon approval by the Surety.

112.07 – SUBSTITUTE SECURITIES FOR RETAINAGE

The City Manager, acting on behalf of the Council of the City of Piedmont, may approve Agreements and Amendments for Acceptance of Certificates of Deposit or Securities to be held in lieu of retainage when such forms are in substantial compliance with requirements of the City. The bank from which the Securities of Deposit are purchased shall hold such Securities or Certificates of Deposit in safekeeping for the City. The original safekeeping receipt shall be deposited with the City Treasurer with a photostatic copy furnished to the City Clerk to be attached to the Agreement.

Following are procedures for Securities to be held in lieu of retainage:

A) Contractor should purchase from banking institution located in Piedmont a Certificate of Deposit having par value equal to or exceeding the amount of retainage to be withdrawn. The Owner named must be The Council of the City of Piedmont.

B) The Certificate of Deposit shall be deposited in a banking institution in Piedmont with instructions to transfer the Certificate to the custody of the Owner upon the Contractor's subsequent direction.

C) Execute five (5) copies of the Agreement and deliver to the City Engineer.

D) Simultaneously, a request for payment should be initiated (through the Project Engineer) for the retainage in an amount not to exceed the amount of the Securities.

E) After the Agreement and the Certificate of Deposit have been examined and are found to be in proper order, the Agreement will be forwarded to the City Manager's Office for approval and execution.

F) After approval and execution of the Agreement, the Contractor will be notified of such action and instructed to direct the bank to transfer custody of the Certificate to the Owner upon presentation to the bank of a fully executed copy of the Agreement.

G) After the above has been completed, the claim for the retainage will be processed through the City for approval.

NOTE: The claim should not be notarized prior to the Manager's approval of the Agreement or the transfer of custody of the Certificate.

Upon completion of the Work, the Contractor shall submit with the Contractor's final claim a request for the Owner to execute the Certificate of Deposit and the City will instruct the bank to transfer custody back to the Contractor.

112.08 – PAYMENTS WITHHELD

The City Engineer may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any Certificate to such extent as may be necessary to protect the City from loss on account of:

A) Defective Work not remedied.

B) Claims filed or reasonable evidence indicating probable filing of claims.

C) Failure of the Contractor to make payments properly to subcontractors or for materials or labor.

D) A reasonable doubt that the Contract can be completed for the balance then unpaid.

E) Damage to another Contractor.

F) When the above grounds are removed, payment shall be made for amounts withheld because of them.

112.09 – STATE TAX

Title 68 Oklahoma Statutes (1991), Section 1356 (I), exempts sales to a municipality and its Contractors from all sales tax on the sale of "tangible personal property or services." All Bids for City Projects shall be assumed to have been made based on such statutory exemption as effective on the Bid date. All Municipal Trust projects are exempt from this provision and must pay sales tax.

The Contractor will be responsible for and bear the expense of all Sales Tax and other State tax pertaining to this Project, the cost of such tax being included in the Contractor's original Bid.

112.10 – ACCEPTANCE AND FINAL PAYMENT

When the Contract Work is completed satisfactorily and all parts of the Work have been approved by the City Engineer. The Engineer shall prepare the final payment for the Work. The final payment shall be based on the final measurements of the Work completed. All prior estimates, upon which payments have been made, are subject to corrections or revisions in the final payment. The Work is accepted by the City and the Maintenance Bond is filed. The payment for the accepted Work, less any sums that have been deducted or retained under the provisions of the Contract, will be paid to the Contractor as soon as practical after the Final Acceptance. When requested by the City Engineer, the Contractor shall furnish to the City satisfactory evidence that all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished for the purpose of such improvement or liens have been paid or that the

person or persons to whom the same may respectively be due have consented to such final payment.

The acceptance by the Contractor of the last payment shall release the City from all claims or liability under the Contract for anything done, furnished, or relating to the Work under the Contract, or for any act or neglect of said City relating or connected with the Contract.

112.11 – FINAL MEASUREMENTS AND FINAL ESTIMATES

Final measurements will be taken and final estimates compiled as soon as Work has progressed to a point where the final measurements may be taken accurately.

112.12 – WAGE RATES

See Special Provisions for approved minimum wage rates.

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EXHIBIT B – ADDENDUM to OKLAHOMA CITY STANDARD SPECIFICATIONS

Section 100: Strike entire section; adopt Exhibit A as Section 100.

Section 200

Section 215.02 – strike this section.

Section 222.04 E, Change paragraphs 1 and 2 to read:

General. The type and proportion of stabilization additive indicated on the plans is approximate. The type and the final rate of application of stabilization additive ultimately used shall be based on tests of the subgrade soil. The tests of the subgrade soils shall be performed by a laboratory to be selected by the Contractor and approved by the Public Works Director. The stabilization additive shall be applied at the rate prescribed by the Engineer based on tests of the subgrade soil.

Deleted: the Department. However, with the approval of the Engineer the Contractor has the option of having the tests performed by a laboratory approved by the Department in accordance with the Materials Division policy for soil stabilization at no additional cost to the Department

The Contractor may propose the use of a cementitious additive that was not specified on the Plans as a substitute, by submitting a proposal to the Engineer for review and approval. The proposal must include test results performed by a laboratory approved by the Public Works Director in accordance with the Materials Division policy for soil stabilization, the recommended application rates from those test results for the planned and proposed additives, and the cost comparison of the planned and proposed additives. Approval of the Engineer must be obtained prior to any substitution for the planned additive.

Deleted: Department

Deleted:

Section 300 - Strike this section

Section 400

Section 404.04A, change to read

A) Handling, Measuring and Batching materials shall be in accordance with the current version of the Oklahoma Department of Transportation Standard Specifications.

Deleted: Section 304.04

Section 404.04B, change to read

B) Mixing - The mixing of concrete shall be in accordance with the current version of the Oklahoma Department of Transportation Standard Specifications.

Deleted: Section 304.03

Section 450.01.01, change to read

As a minimum, all Contractors and Bidders shall meet the prequalification requirements of the City of Oklahoma City's Prequalification Board, and be prequalified to perform work in the "Storm Sewer Construction" Category. Prequalification for additional categories of work, when required may be specified in the Special Provisions.

Section 500

Section 500.09 - strike this section

Section 500.10 C - strike this section

Section 500.10 D - strike this section

Section 505.02.02 A, change to read

General - Prior to delivery, the Contractor shall submit laboratory tests for materials to be used for embedment, and backfill. Materials shall be approved by the Engineer prior to placement.

Deleted: Embedment material shall meet the requirements of Section 21

Section 515.01, change third paragraph to read

Construction of firelines and associated appurtenances shall comply with the applicable requirements of the International Building Code, International Plumbing Code, and International Fire Code, as adopted by the City.

Deleted: Code for Fire Prevention and Protection and

Deleted: amended

Section 515.02.04, change to read

Fire standpipes shall be installed pursuant to the requirements of the applicable sections of the International Building Code, International Plumbing Code, and International Fire Code, as adopted by the City.

Deleted: Oklahoma City Code for Fire Prevention and Protection

Section 516.02.11, change to read

Fire hydrants shall be painted with two (2) coats of high gloss enamel paint. Each coat of paint shall have a minimum dry thickness of two (2) mils. Paint color and manufacturer shall be approved by the Public Works Director.

Deleted: International Orange

Deleted: manufactured by Pittsburgh Paint or approved equal

Section 524.05 - strike this section

Section 600

Section 600.01.01, change to read

As a minimum, all Contractors and Bidders shall meet the prequalification requirements of the City of Oklahoma City's Prequalification Board, and be prequalified to perform work in the "Sanitary Sewer ALL Construction" Category. Prequalification for additional categories of work, when required may be specified in the Special Provisions.

Section 700 – strike this section

Section 900

Section 932, change first paragraph to read

This Specification covers all materials, classification, mix designs, proportioning, and testing of Portland cement concrete. All concrete shall be air entrained unless otherwise shown on the Plans. The equipment and tools necessary for the mixing of concrete shall meet the requirements of the Oklahoma Department of Transportation Standard Specifications.

Deleted: Section 403, with Sections 304 and 404 as specified for each use

Section 945.05, change second paragraph to read

Section 27, ASTM Designation C-76-82 Specifications shall be expanded as follows: Specifications in the City of Piedmont Street Standards and ODOT Specifications, with respect to number of cylinders to be tested, ordering of tests by the Engineer, manner of collecting test cylinders and requirements regarding seven (7) day and twenty-eight (28) day tests shall apply to this section.

Deleted: under Section 304

Section 970 – strike this section

7/27/10

RESOLUTION NO 9-27-2010 A

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PIEDMONT ADOPTING STANDARDS AND CRITERIA FOR STORMWATER MANAGEMENT FOR THE CITY OF PIEDMONT AS REFLECTED IN THE DOCUMENT ATTACHED HERETO AND TITLED STORMWATER CRITERIA CITY OF PIEDMONT OKLAHOMA 2010.

WHEREAS, the City of Piedmont has employed Meshek and Associates to prepare minimum criteria and standards for stormwater management in the City of Piedmont and the standards and criteria have been prepared, reviewed and approved by city staff and the Planning and Zoning Commission of the City of Piedmont;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PIEDMONT AS FOLLOWS:

The document entitled City of Piedmont, Oklahoma Stormwater Criteria 2010 is hereby adopted as the minimum standards and criteria for storm water management in the City of Piedmont, Oklahoma. A true and correct copy is attached hereto and incorporated herein by reference.

ADOPTED AND APPROVED this 25th day of October, 2010, by the Piedmont City Council and Mayor.



MAYOR

ATTEST:


CITY CLERK

Approved as to form and legality on 9/27, 2010.


City Attorney



CITY OF PIEDMONT, OKLAHOMA
STORMWATER CRITERIA MANUAL
AUGUST 2010

PREPARED BY
DR. ELLEN STEVENS, PHD, PE
AND
MESHEK & ASSOCIATES, PLC

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I. Policies

A. Drainage policies.

1. Stormwater drainage system design

The stormwater drainage system shall be designed to pass the peak stormwater run-off received from upstream and from the subject property for storms with durations up to twenty-four (24) hours and return periods of up to one hundred (100) years.

2. Development impact on flooding

All development, redevelopment, and earth changes shall be constructed such that it will not increase the frequency of flooding or the depth of inundation of structures during the 50% (2-year), 20% (5-year), 10% (10-year), 2% (50-year), and 1% (100-year) flood events. A commercial or multi-family development site under 5 acres shall be constructed such that it will not increase the frequency of flooding or the depth of inundation of structures during the 20% (5-year), 10% (10-year), 2% (50-year), and 1% (100-year) flood events.

3. Development impact on peak flow rates

Peak flows shall not be increased at any location, upstream or downstream of any development for the 50% (2-year), 20% (5-year), 10% (10-year), 2% (50-year), and 1% (100-year) flood events unless approved by the City Engineer and provisions of Sec 1.A.(4) are met. In order to compare the effects of the project, existing conditions shall be computed and compared to the "with proposed project" conditions at all points of discharge from the project and at points downstream as specified by the City Engineer to ensure that there is no increase in the discharges.

4. Offsite drainage requirements

The City may require improvements, provision of drainage easements, provision of improvements, agreements, and/or easements beyond the boundaries of the development. The required construction of offsite drainage improvements are:

- a. to facilitate flow of storm water from or through the property,
- b. to avoid damage from changed runoff conditions,
- c. to provide continuous improvement of the overall storm drainage system, and
- d. to accommodate other drainage conditions or requirements.

Where storm water runoff flows require the logical extension of any street and its associated drainage in order to prevent flooding, ponding, or uncontrolled runoff the extension shall be provided by the developer.

5. Stormwater management control

No action shall be taken in any land improvement by any developer, contractor, or lot owner that will alter or otherwise change existing designed and installed storm water management control, nor shall any action be taken on existing property that shall adversely affect storm water runoff in any manner contrary to the provisions of this Chapter. Whether temporary in nature to service only the construction phase of development, or whether a combination of temporary and permanent serving a dual purpose, the first techniques to be employed in the development of a site shall be the management of storm water and drainage in a manner consistent with the requirements of this Chapter.

6. Completion of stormwater facilities

Developers shall complete construction of stormwater facilities to control runoff and erosion prior to issuance of any building permits.

7. Use of Design Criteria

Regulation of peak flows to allowable levels, as determined by subparagraphs (2) and (3) herein, shall be achieved by on-site or off-site storage and/or other water management facilities as provided in these Drainage Criteria.

8. Downstream improvements and easements

Subject to requirements in the City Drainage Standards for a drainage plan or earth change permit, downstream conveyance may be improved or easements obtained for inundated areas to compensate for increased flow depths if such improvements comply with the policies of this chapter.

9. Concentration of flows

All development, redevelopment, and earth changes shall be constructed so that it will not cause harm to other properties as a result of concentrating flows.

10. Requirement for hydraulic analyses

If a tract of land under development has a drainage basin of 10 acres or larger within its boundary, then a hydraulic (backwater) analysis of the existing and proposed drainage system shall be provided to show any impact the proposed development has on the floodplain area and elevation.

11. Compensatory storage

Compensation shall be provided for filling or development which diminishes the flood storage capacity of the flood plain area from drainage basins of 10 acres or larger, by providing compensatory storage or other method as determined by the City Engineer.

12. Use of natural channels and streams

The design of any development shall provide for the maximum use of open channels and natural streams for drainage areas of 40 acres or more, and detention storage to control runoff rates. Natural drainage channels and techniques shall be given priority consideration in preparation of stormwater drainage system designs and shall be designed or improved as an integral part of the landscape of the area in accordance with the following guidelines:

- a) Drainage channel improvements shall be developed and designed to preserve and protect trees and other worthy botanical and geological features to the maximum extent practicable. Vegetation shall be preserved when feasible. Riparian habitat shall be maintained when feasible, during improvements
- b) Wherever channel improvements are required to accommodate storm runoff in a specified manner, the designs shall provide maximum practical utilization of turf, sodding, and natural ground surface protection techniques in order to protect the environment by reducing erosion potential.
- c) Water quality control measures shall be incorporated into stormwater management designs, subject to approval of the City Engineer. Additionally, impacts on receiving water quality shall be assessed for all flood management projects.
- d) The City Engineer may require open channels for other drainageways for just cause.

13. Open section roads and borrow ditches

Open section roads and bar ditches may be used in Zoning Districts A-1, RE, RE-1, I-2, I-3 or in developments where the road frontage for every lot is at least 145 feet. The conditions identified in Section V.C.7.

14. Storm sewer requirements

Storm sewers shall be used for all developments wherein the conditions given in this manual for use of open section roads are not met. Storm sewers may be used in any development at the developer's discretion and may be required by the City Engineer where there are no viable alternatives to fit the site or geographic conditions. Storm sewers may be used to alleviate existing drainage problems, subject to the approval of the City Engineer. Open ditches may be used at the discretion of the City Engineer in specific locations where green solutions are more desirable within the maintenance requirements of the City.

B. Erosion and sediment control policies.

1. Requirements for construction

All development, redevelopment, and earth changes shall be designed, constructed and completed in a manner which minimizes the exposure of bare earth to precipitation. Contractor shall file NOI, develop SWPPP and otherwise comply with applicable local, state, or federal regulations. Contractor shall provide a copy of the NOI and SWPPP to the city.

2. Minimize sediment-related pollution

All development, redevelopment, and earth changes shall be constructed in a manner that will minimize soil dispersal, sedimentation, erosion, or other similar forms of pollution:

- a) From any surface of the site into drainage channel provided or created within the development;
- b) From the site into drainage channels adjacent to and remote from the site.

3. Sedimentation facilities

All development, redevelopment, and earth changes shall be constructed only if appropriate sedimentation facilities are installed and maintained throughout the construction period.

4. Best Management Practices

All development, redevelopment, and earth changes shall be accompanied by Best Management Practices for controlling sediment and erosion so as to minimize the amount of sediment leaving the site.

II. General Requirements

A. Lot Drainage

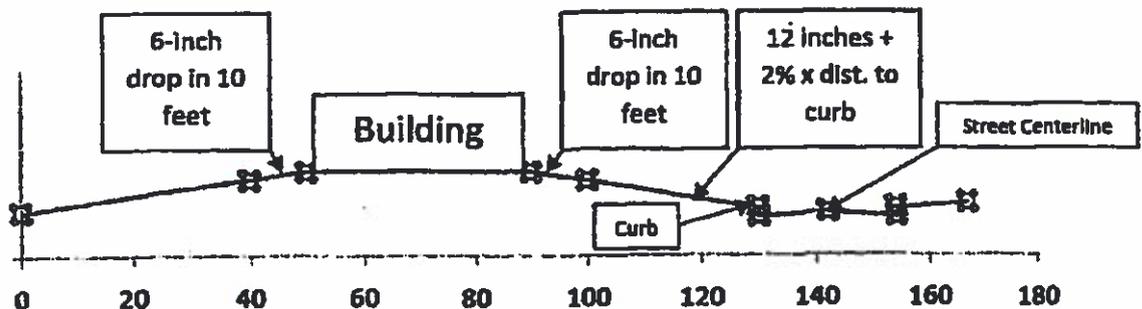
1. Conveyance of surface drainage

Surface drainage shall be diverted to a designated stormwater conveyance or other approved point of collection that does not create a hazard. No more than 2 lots or 1/2 acre shall be allowed to drain onto an adjacent lot unless it drains into a designated stormwater drainage system component.

2. Grading adjacent to foundations

Lots shall be graded to drain surface water away from foundation walls, as follows:

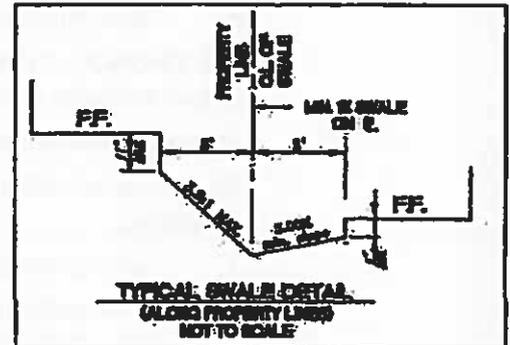
- a) The grade shall fall a minimum of 6 inches within the first 10 feet.
- b) The top of any exterior foundation shall extend above the elevation of the street gutter at point of discharge or the inlet of an approved drainage device a minimum of 12 inches plus 2 percent times the distance from the gutter to the building. The drawing below illustrates these requirements.



3. Grading adjacent to foundations under special circumstances

Where lot lines, walls, slopes or other physical barriers prohibit 6 inches of fall within 10 feet, the following applies:

- a) Drains or swales shall be constructed to ensure drainage away from the structure.
- b) Impervious surfaces within 10 feet of the building foundation shall be sloped a minimum of 2 percent away from the building.
- c) Between buildings, the sketch to the right shows the minimum requirements for drainage.



4. Equipment or storage under crawlspaces

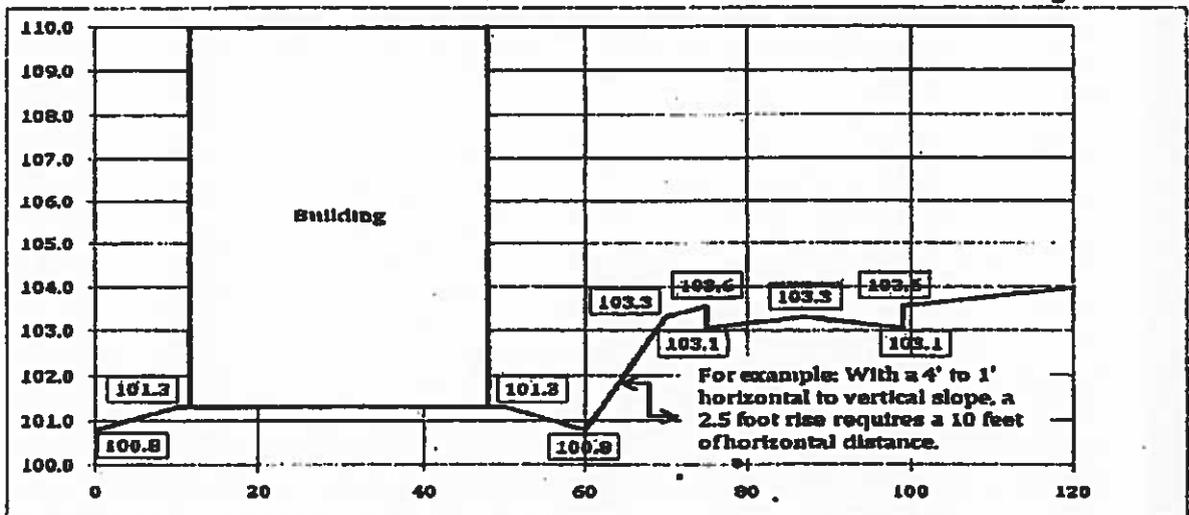
Crawlspaces shall not be used for mechanical and electrical equipment or storage purposes of any kind lower than the following:

- a) An elevation of one foot above the lowest curb (in a curb and gutter section) or street elevation (in an open paving section) adjacent to the lot; or
- b) An elevation one foot above the lowest ground elevation adjacent to the lot.

5. Buildings located below street grade

In a curb and gutter roadway section where buildings are located below the grade of the street, the following applies:

- a) There shall be a horizontal distance between the toe of the slope and the building equal to the vertical component of the slope, shown below. This area shall be used to divert water around the building.



b) If a wall is used to separate the curb elevation from the elevation in front of the building, the horizontal distance between the wall and the building shall be equal to or greater than the difference in elevation between the curb elevation and the building finished floor.

c) The drive shall be shaped so that the high point between the gutter and downhill portion of the driveway slope is at or above the highest adjacent curb elevation.

6. Building elevations along open paving sections

The elevation of the front of buildings adjacent to the street will not be allowed below roadway elevations in an open section.

B. *Operation and Maintenance of Stormwater Detention Facilities*

Operation and Maintenance of Stormwater Detention Facilities shall be provided as follows:

1. Access to stormwater facilities

The City of Piedmont requires that maintenance access be provided to all storm drainage facilities for operational and maintenance purposes through acceptance of the project by the City. After acceptance, private maintenance of the facilities shall be continued, with permanent access protected by a dedicated easement. The easement shall be shown on final plats or final development plans and shall clearly state that the purpose is for private stormwater management facilities maintenance.

2. Maintenance during construction

Drainage facilities provided by the developer shall be fully and properly maintained from construction through final acceptance of the development improvements by the City of Piedmont. Following acceptance, private maintenance of the facilities shall be governed by II.B.4.

3. Maintenance by property owners

It shall be the responsibility of all property owners to maintain drainage facilities as follows:

- a) Mow and provide maintenance of drainage channels and their slopes for that portion of the channel lying within their property limits
- b) Keep clear all drainage channels within the boundaries of their properties in accordance with the requirements of this MANUAL
- c) Prevent any and all drainage interferences, obstructions, blockages, or other adverse effects upon drainage into, through, or out of the property
- d) Control the erosion of the drainage channels and the deposition of materials into the drainage channels from the property.
- e) Permanent access as described in B.1 shall be provided whether the stormwater facilities are public or private.

4. Maintenance of completed stormwater detention facilities

Stormwater detention facilities shall be maintained as follows:

- a) Remedial activities to be provided include erosion control, sediment removal and minor reconstruction of side slopes, areas subject to turbulence, and detention pond outlet works.
- b) Mowing shall be provided at least once a month during the 7-month growing season *from March 15 to October 15*.

C. Easements:

1. Drainage and Detention Easements

- a) Drainage easements shall be sized to carry, at minimum, a one percent (1%) storm. Such easements shall be continuous and contiguous from one property to the next.
- b) A drainage easement shall be required:
 - (1) Where storm water runoff is designed to exit the public right-of-way and enter private property. Such easement shall be located at and extend from the point of entry onto private property to the point where the runoff enters another property, intersects another drainage easement, or enters a drainage facility or another public right-of-way.
 - (2) Where storm water runoff from a drainage basin of 1/2 acre or larger enters a property from an adjacent property. Such easement shall be located at and extend from the point of entry onto the site to the point where the runoff enters another property, intersects another drainage easement, or enters a drainage facility.
 - (3) Around the boundaries of drainage/retention facilities. Such easement shall be adequate in size to permit access to such

facility from a public right-of-way and around the perimeter of such facility.

- c) Easements shall be required for all stormwater management facilities not in public rights of way; including:
 - (1) Storm sewers
 - (2) Channels
 - (3) Storage areas
 - (4) Other hydraulic structures
 - (5) All portions of the public stormwater drainage system with a drainage area of 1/2 acre or more.
- d) Easements shall:
 - (1) Allow no restriction of the drainage purposes.
 - (2) Clearly identify that the purpose includes operation and maintenance of stormwater management facilities
 - (3) Be shown on all plats, including widths and specific purposes (i.e.: storm sewer, maintenance access, channel, etc.)
- e) The widths of easements are determined by:
 - (1) The size of the storm sewer, its depth, and the equipment needed to remove, replace or repair the sewer.
 - (2) The width of the easement for channels, storage areas and other structures is generally determined by the size of the facility and the equipment needed for maintenance, typically covering the entire facility plus 20 feet for maintenance access.
- f) **Drainage easements**
Drainage easements (see Table below) shall be shown on the Final Plats and Final Development Plan and shall state that the City has the right of access on the easements which shall be kept clear of obstructions to the flow and/or maintenance access.

| REQUIRED OPERATIONS, MAINTENANCE EASEMENTS & OUTLOT AREAS (NOT WITHIN A PUBLIC RIGHT OF WAY) | | | | |
|---|---|----|----|----|
| DRAINAGE FACILITY | MINIMUM EASEMENT/OUTLOT AREA WIDTH | | | |
| Pipe Diameter | Width of Easement for Trench Depth to Pipe Invert (Feet) of: | | | |
| Inches | 5 | 10 | 15 | 20 |
| 18" | 15 | 15 | 20 | 30 |
| 24" | 15 | 15 | 25 | 35 |
| 30" | 15 | 15 | 25 | 35 |
| 36" | -1 | 15 | 25 | 35 |
| 42" | -1 | 15 | 25 | 35 |
| 48" | -1 | 15 | 25 | 35 |
| 54" | -1 | 15 | 25 | 35 |
| 60" | -1 | 20 | 30 | 35 |
| >60" (2) | -1 | 30 | 30 | 30 |
| | (1) Area of minimum cover, depending on structural requirements and easement location. | | | |
| | (2) For pipe diameters greater than 60 inches, repairs can be made internally and the ROW width is not dependent of excavation for repairs. | | | |
| Storm Sewer Overflow, Where Required | As required to contain the top width of the surface overflow from a 1% storm in an overland drainage easement. | | | |
| Open Channel | Top width plus 20 feet; five feet on one side and 15 feet on the side with the maintenance access road. | | | |
| Post-development 1% (100-year) Regulatory Floodplain | Area sufficient to contain the regulatory 1% (100-year) post-development floodplain | | | |
| Open Space Detention Facilities | As required to access and contain storage volume and associated facilities plus 20 feet of maintenance access around the perimeter. | | | |
| Parking Lot and Underground Detention Facilities | As required to access and contain storage volume and associated facilities. | | | |

g) The City Engineer may approve a reduction in the required easement area for open channels and open space detention facilities that will be contained within private drainage easements and be privately maintained.

h) Regulatory floodplain

Regardless of what is shown as floodplain boundary on the adopted floodplain maps, all areas within the development having an elevation lower than the 1% (100-year) water surface elevation shall be platted as common area or outlot.

D. Revisions to Floodplain Maps

1. CLOMR and LOMR requirements

Changes to the boundaries of a flood plain, floodway, flood insurance zone, flood elevation, flood depth and other information shown on the officially adopted floodplain maps must be approved by the Federal Emergency Management Agency (FEMA) through the Conditional Letter of Map Revision (CLOMR) and/or Letter of Map Revision (LOMR) process.

2. LOMR-F requirements

The Floodplain Administrator (FPA) will not approve a Letter of Map Revision based on Fill (LOMR-F) in the City of Piedmont without supporting documentation verifying compliance with City ORDINANCES. The placement of fill in the floodplain shall require hydraulic studies to determine the upstream and downstream effect.

3. CLOMR requirements

A CLOMR is required to be obtained from FEMA before a project can be built if the project includes any work within the designated floodway. If the project would require any change in the effective hydraulic model, the delineated 1% (100-year) flood floodplain, or the effective flood profiles, then duplicate effective, existing, and proposed conditions hydraulic models shall be submitted to the city for review. The City may request any other analysis or documentation deemed necessary to demonstrate that the project is in compliance with the City Flood Damage Reduction ordinance and requirements of the NFIP. The City may require a CLOMR for any project if needed to ensure compliance with the NFIP.

4. LOMR requirements

A LOMR is required as a follow-up to the CLOMR, or if any work has been completed within the designated floodway, or if the project requires any change in the effective hydraulic model, the delineated 1% (100-year) floodplain, or the effective flood profiles. No occupancy permits will be approved until the LOMR is approved by the City for submittal to FEMA.

5. Mapping requirements

The new floodplain boundaries must be submitted to the City in AutoCAD or GIS format in order to update the City's floodplain mapping. Submittal shall include

the 1% (100-year) and 0.2% (500-year) floodplain boundaries, cross sections used in the hydraulic model, and the stream centerline used in the hydraulic model.

E. Acceptance of Existing Stormwater Drainage Facilities

1. Guidelines for acceptance of stormwater drainage facilities

The City of Piedmont will consider acceptance of existing stormwater drainage facilities not constructed under these criteria for ownership and maintenance without modification to the system using the following guidelines:

- a) The system must be capable of conveying the regulatory 1% (100-year) storm flow using the criteria presented in this MANUAL.
- b) The system must be reasonably maintainable with legal access to all facilities using the standards for access presented in these criteria.
- c) Facilities submitted as part of previously approved plats, but not building permits, will be considered for acceptance.

2. Guidelines for acceptance of channels

Channels must meet the minimum standards of:

- a) The channel must have a concrete liner that is structurally sound and not subject to imminent failure.
- b) The Froude number for the 1% (100-year) storm flow must be less than 0.85 or greater than 1.15.
- c) The 1% (100-year) storm flow must be contained within the channel banks

3. Guidelines for acceptance of storm sewer systems

Storm sewer systems must meet the minimum standards of:

- a) Manholes at changes in pipe sizes and vertical alignment.
- b) Manholes at changes in horizontal alignment are required unless and exception is approved by the City Engineer.
- c) Manholes or other appropriate maintenance access must not be spaced farther apart than 500 feet.
- d) The sewer must be structurally sound and not subject to imminent failure.

III. Construction and approval of drainage facilities.

A. Scheduling of construction of stormwater facilities

All drainage facilities shown as part of an accepted drainage plan for any portion of a development shall be installed as a part of the first phase of construction or earth moving activity on that portion of the development. If only a portion of the drainage facilities are installed on any development due to phased construction of the development, these facilities shall be constructed to function in such a manner as to be consistent with the purpose of this chapter. The use of

temporary drainage facilities may be permitted so long as they function in such a manner as to be consistent with the purpose of this chapter and that they are replaced with permanent drainage facilities prior to occupancy or use of the development. Minor deviations from the requirement for installing the drainage facilities as a part of the first phase of construction or earth moving activity may be granted by the city engineer if deemed necessary for technical reasons related to the construction as long as the purpose of this chapter is met.

B. *Maintenance of stormwater facilities during construction*

Improvements provided by the developer shall be fully and properly maintained from initial approval of facilities through either final approval of the development improvements by the City Council or the point at which the maintenance is turned over to the Homeowners Association, whichever is later. The continuing maintenance of detention or retention facilities shall be assured by the developer in the manner described for other drainage facilities.

C. *As-built drawings.*

As-built drawings shall be prepared and sealed by a professional engineer registered in the State of Oklahoma and shall be submitted to the city engineer upon completion of the construction of the final drainage plan. As-built drawings shall clearly show any changes from the accepted final drainage plan. The as-built drawings shall be reviewed by the city engineer. This review is to determine if information required by the City for future use is included and is not intended to verify that dimensions and elevations are correct. If the submitted "as-built" drawings cannot be accepted, the certifying engineer and applicant shall be advised in writing of the reasons for their disapproval. "As-built" drawings must be accepted prior to the issuance of a certificate of occupancy and the use or occupancy of a site, development, or other improvement.

D. *Maintenance bond.*

Before approval by the City Council of any improvement for public or private maintenance, a maintenance bond for the total cost of the improvement and for a period of one year shall be filed with the city clerk to ensure the correction of any defect in materials or workmanship that may be found in the improvement.

IV. CONTENTS OF DRAINAGE PLANS AND STUDIES

A. *General Requirements*

1. Requirement for Professional Engineer licensure.

All final drainage studies shall be formulated under the direct supervision of a registered professional engineer licensed by the State of Oklahoma. Studies submitted for final acceptance shall be accompanied by payment of a fee in accordance with the schedule approved by the City Council and bear the signature and seal of the submitting engineer and, additionally, the following statement shall immediately precede the signature and seal of the submitting engineer:

"I hereby certify that I am familiar with the adopted ordinances and regulations of the City of Piedmont governing drainage facilities; that this final drainage study has been prepared under my direct engineering supervision; and that the above and foregoing final drainage study complies with all governing ordinances and the adopted drainage standards of the City of Piedmont pertaining to drainage facilities to the best of my knowledge, information and belief."

2. Certification statement

All final drainage plans shall be formulated under the direct supervision of a registered professional engineer licensed by the State of Oklahoma. Plans submitted for final acceptance shall bear the signature and seal of the submitting engineer and, additionally, the following statement shall immediately precede the signature and seal of the submitting engineer:

"I hereby certify that I am familiar with the adopted ordinances and regulations of the City of Piedmont governing drainage facilities; that the final drainage plan has been prepared under my direct engineering supervision; and that the above and foregoing final drainage plan complies with all governing ordinances and the adopted drainage standards of the City of Piedmont pertaining to drainage facilities to the best of my knowledge, information and belief."

3. Owner's Statement

Following the signature and seal of the submitting engineer, the drainage plan shall bear the name, address, phone number, and signature of the owner which shall be subscribed below the following statement:

"I (We) hereby certify that the accepted drainage plan will be implemented as designed and "as-built" drawings prepared of the completed drainage facilities under the general supervision of a professional engineer licensed by the State of Oklahoma. I (We) further certify that I am (we are) aware of my (our) responsibilities as the owner(s) of record for this piece of property, and that I (we) may be held personally (corporately) liable for any violations on this property resulting from the failure to comply with the provisions of the adopted ordinances and regulations of the City of Piedmont governing drainage facilities. Said provisions include, but are not limited to, responsibilities for proper construction, construction procedures and maintenance of the drainage facilities upon completion."

4. Property owned by a corporation

In the case of property owned by a corporation, the statement shall use the parenthetical language and the owner's information shall also include the title of the authorized person signing the owner's certification and a notarized corporate seal.

B. SUBMITTAL REQUIREMENTS

The submittal requirements for drainage reports and plans are set forth in this section.

1. Summary Statement

The cover letter for the Drainage Reports shall include the following:

- a) **Goals and Policies**
 - (1) Discuss how the proposed drainage plan meets the Stormwater Management goals and adheres to the floodplain policy(ies) of this Chapter.
 - (2) Discuss any deviation of the proposed drainage plan from the above goals and policies.
- b) **Drainage System Components**
 - (1) Discuss the overall concept of the proposed system.
 - (2) Discuss the interaction of the major drainage and the proposed system.
- c) **Criteria**
 - (1) Discuss any proposed deviation from the Chapter and methodology, as set forth in the standards, for consideration by the City for approval, if appropriate.
 - (2) Discuss the design criteria for the storm drainage design of the proposed system.

2. Drainage Report

a) **Contents**

The Drainage and Detention Report will identify and define solutions to the problems which may occur on site and off site as a result of the development. In addition, those problems that exist on site prior to development must be addressed during design. All reports shall be typed on 8 1/2" x 11" paper and bound together. The drawings, figures, plates, and tables shall be bound with the report or included in a folder/pocket at the back of the report. The report shall include a cover letter presenting the preliminary design for review and the report shall be prepared by or supervised by an engineer licensed in Oklahoma.

b) **Certification:**

The report shall contain a certification sheet as follows:

"I hereby certify that this report (plan) for the preliminary drainage design of (Name of Development) was prepared by me (or under my direct supervision) in accordance with the provisions of the City code of Piedmont for the owners thereof."

Licensed Professional Engineer

State of Oklahoma No. _____

(Affix Seal)

3. Report Contents:

The Drainage Report shall be formatted in accordance with the following outline and contain all of the applicable information listed:

a) GENERAL LOCATION AND DESCRIPTION

(1) Location

- (a) Name and address of Legal Owner
- (b) Vicinity Sketch
- (c) Legal description of property
- (d) Boundary line survey
- (e) Township, range, section, 1/4 section
- (f) Local streets within and adjacent to the subdivision
- (g) Major drainageways and facilities
- (h) Names of surrounding developments

(2) Description of Property

- (a) Area in acres
- (b) Ground cover (type of trees, shrubs, vegetation)
- (c) Major drainageways and floodplains.
- (d) Soil Types and Hydrologic Soil Groups

b) DRAINAGE BASINS AND SUB-BASINS

(1) Major Basin Description

- (a) Reference to major drainageway planning studies such as Stormwater Master Plan, flood damage prevention ordinance, and flood insurance rate maps
- (b) Major basin drainage characteristics
- (c) Identification of all drainage system components within 50-feet of the property boundary.
- (d) Overall drainage area boundary and drainage sub-area boundaries.

(2) Sub-Basin Description

- (a) Historic drainage patterns of the property in question
- (b) Off-site drainage flow patterns and their impact on the proposed development

- c) **DRAINAGE DESIGN CRITERIA**
 - (1) **Regulations:**
 - (a) Discussion of the optional criteria selected or the deviation from the Chapter, if any
 - (2) **Development Criteria Reference and Constraints**
 - (a) Previous drainage studies (i.e., project master plans) for the site in question that influence or are influenced by the drainage design and how the plan will affect drainage design for the site
 - (b) Discussion of the drainage impact of site constraints such as streets, utilities, railways, existing structures, and development of site plan
 - (3) **Hydrological Criteria**
 - (a) Design rainfall
 - (b) Hydrologic analysis for runoff and on-site or regional stormwater detention facilities as required.
 - (c) Hydrologic analysis for compensatory storage requirements for any alterations of the floodplain.
 - (d) Runoff calculation method
 - (e) Hydrologic analysis for runoff to ensure conveyance.
 - (f) Detention discharge and storage calculation method
 - (g) Design storm recurrence intervals
 - (4) **Hydraulic Criteria**
 - (a) Routing of off-site drainage flow through the development.
 - (b) Location of watercourse and the appropriate hydraulic analysis for any alteration of a watercourse.
 - (c) Hydraulic analysis for runoff to ensure conveyance.
 - (d) Hydraulic analysis for compensatory storage requirements for any alterations of the floodplain.
 - (e) References for calculation of facility capacity
 - (f) Detention outlet type
 - (g) Grade control structure criteria used
- d) **DRAINAGE FACILITY DESIGN**
 - (1) **General Discussion of:**
 - (a) Proposed and typical drainage patterns

- (b) Compliance with off-site runoff considerations
- (c) The content of tables, charts, figures, plates, or drawings presented in the report
- (d) Anticipated and proposed drainage patterns
- (2) Specific Discussion of:
 - (a) Drainage problems encountered and solutions at specific design points
 - (b) Detention storage and outlet design
 - (c) Photographs of downstream channel condition
 - (d) Maintenance access and aspects of the design
 - (e) Proposed maintenance agreement
 - (f) Easements and/or ROW dedications required
- e) **IMPACT ON AREA OF SPECIAL FLOOD HAZARD**
 - (1) Location of watercourse and the appropriate hydraulic analysis for any alteration of a watercourse
 - (2) Hydraulic and Hydrologic analysis for run-off to ensure conveyance
 - (3) Hydraulic and Hydrologic analysis for compensatory storage requirements for any alterations of the floodplain
 - (4) Hydraulic and Hydrologic analysis for run-off and on-site or regional stormwater detention facilities, if required
 - (5) Floodplain boundaries with elevations to 1988 NAVD
 - (6) Estimate of the quantity of excavation and fill with drawings indicating each separate excavation or fill (cross sections may be required)
 - (7) All appropriate FEMA (Federal Emergency Management Agency) submittal data to achieve a map revision (LOMR)
 - (8) No Rise certification for offsite properties.
- f) **CONCLUSIONS**
 - (1) Compliance with the City code of Piedmont
 - (a) Stormwater Master Plan
 - (b) Best Management Practices Plan provided and implemented
 - (2) Drainage Concept
 - (a) Effectiveness of drainage design to control damage from storm runoff
 - (b) Influence of proposed development on the Stormwater Master Plan recommendation(s)

g) REFERENCES

- (1) Reference all criteria and technical information used

h) APPENDICES

(1) **Hydrologic Computations**

- (a) Land use assumptions regarding adjacent properties
- (b) Path(s) chosen for computation of time-of-concentration.
- (c) Stormwater runoff at specific design points onsite and offsite.
- (d) Historic and fully developed runoff computations at specific design points
- (e) Hydrographs at critical design points if applicable

(2) **Hydraulic Computations**

- (a) Culvert capacities
- (b) Storm sewer capacity – including profile plots showing flow line, size, material and grade. Profiles shall show the natural and proposed ground line at the center line of the storm sewer. The energy grade line and hydraulic grade line for the 10, 25, and 100-year events shall be shown.
- (c) Street capacity
- (d) Storm inlet capacity including inlet control rating at connection to storm sewer
- (e) Open channel design
- (f) Check and/or channel drop design
- (g) Detention area/volume capacity and outlet capacity calculations

i) COMPLETED DRAINAGE AND DETENTION CHECK LIST ASSURING THAT ALL ITEMS HAVE BEEN ADDRESSED.

4. DRAWING CONTENTS

- a) **Sheet-1 General Location Map:** A map shall be provided in sufficient detail to identify drainage flows entering and leaving the development and general drainage patterns. The map should be at a scale of 1" = 200' to 1" = 400' and show the path of all drainage from the upper end of any off-site basins to the defined major drainageways. The map shall identify any major construction (i.e., developments, irrigation ditches, existing detention facilities, culverts, main storm sewers), along

the entire path of drainage. The size of the drawings shall be 8 1/2" x 11", 11" x 17", or 22" x 34".

b) **Sheet-2 Floodplain Information:** A copy of the regulatory floodplain map showing the location of the subject property shall be included with the report.

c) **Sheet-3 Drainage Plan:** Map(s) of the proposed development at a scale of 1" = 20' to 1" = 200' on a 22" x 34" drawing shall be included. The plan shall show the following:

d) Existing and proposed contours at 2 foot maximum intervals. In terrain where the slope is relatively flat, spot elevations and drainage arrows must be shown.

e) **Property lines and easements with purposes noted:** Name, address and telephone number of legal owner of property; vicinity sketch

f) Streets, roads and highways adjacent to the property

g) Existing drainage facilities and structures, natural or man-made, including, roadside ditches, drainageways, gutter flow directions, and culverts. All pertinent information such as material, size, shape, slope, and location shall also be included.

h) Overall drainage area boundary and drainage sub-area boundaries

i) Proposed type of street flow (i.e., vertical or combination curb and gutter), roadside ditch, gutter flow directions, and cross pans. Include street classifications.

j) Proposed storm sewers and open drainageways, including inlets, manholes, culverts, retaining walls, erosion control measures, and other appurtenances

k) Proposed outfall point for runoff from the developed area and facilities to convey flows to the final outfall point without damage to downstream properties

l) Routing and accumulation of flows at various critical points for the minor storm runoff

m) Path(s) chosen for computation of time-of-concentration

n) Details of detention storage facilities and outlet works

o) Location and elevations of all defined floodplains affecting the property

p) Location and elevations of all existing and proposed utilities affected by or affecting the drainage design

q) Routing of off-site drainage flow through the development

V. Technical Requirements

A. Technical Requirements – Rainfall

1. Rainfall intensity – duration – frequency data for the City of Piedmont may be developed from the following sources. Where the cited reference has been superseded by a subsequent version, the most recent version shall be used.
 - a. "Depth-Duration Frequency of Precipitation for Oklahoma," (USGS WRI Report 99-4232).
 - b. The ODOT Zone II IDF curves or equations (Te Anh Ngo, 1988)
 - c. The IDF equations developed for Oklahoma City, as follows:

$$I = A/(B + T_c)^E \text{ where } T_c \text{ is in minutes and } I \text{ is in iph}$$

Where: T_c = time of concentration (minutes)
 I = rainfall intensity (inches per hour)

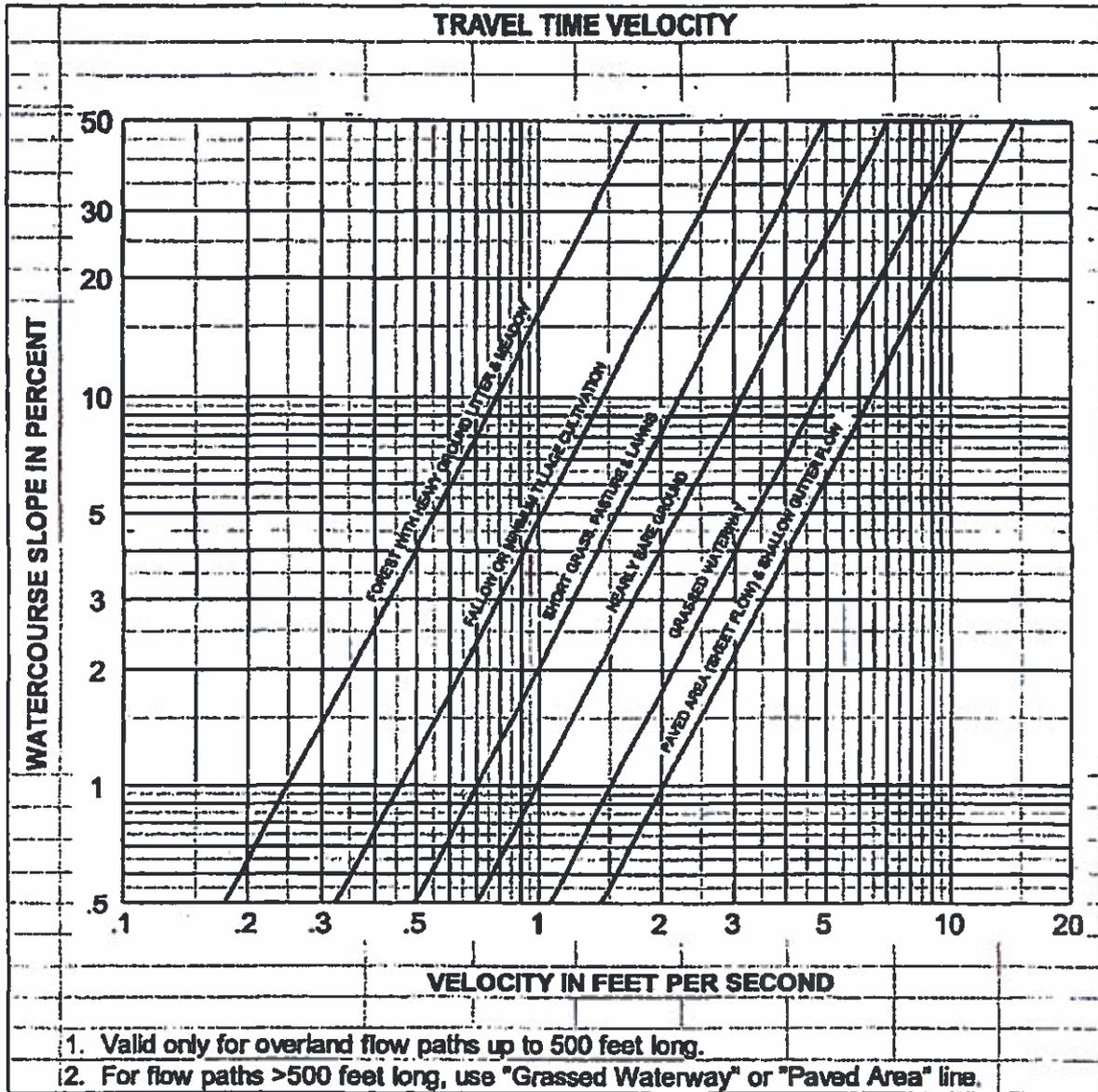
| Storm Exceedance Probability | Recurrence Interval (years) | A | B | E |
|------------------------------|-----------------------------|------------|-----------|----------|
| 50% | 2 | 104.332663 | 17.298017 | 0.934857 |
| 20% | 5 | 79.655486 | 14.827708 | 0.825124 |
| 10% | 10 | 87.535303 | 15.882422 | 0.811341 |
| 4% | 25 | 101.481871 | 16.773612 | 0.805881 |
| 2% | 50 | 98.924724 | 15.864806 | 0.775353 |
| 1% | 100 | 102.769257 | 15.860016 | 0.760373 |

2. All computed hydrographs for stormwater detention shall use a storm duration of 24 hours and the NRCS Type II distribution.

B. Technical Requirements - Runoff

1. All stormwater runoff shall be subject to review and approval by the City Engineer with regard to analysis, design and construction of drainageway facilities. The appropriate public authority shall have the right of maintenance or to cause to be maintained the drainageway system for its intended purposes. If a stormwater master drainage plan is adopted for the area under consideration, then the provisions of the plan shall be adhered to.
2. Use of the Rational Method:
 - a) The Rational Method may be used to determine the peak discharge from a single, homogeneous watershed with an area of 40 acres or less or a time of concentration of 15 minutes or less.

- b) **Additionally, the Wright-McLaughlin Method for adjustment of the larger storm frequencies is required, as described in the Oklahoma Department of Transportation Drainage Design Manual (February 1988 or as amended).**
 - c) **A brief description of the Rational Method is shown below:**
 - (1) **Values for "C", the runoff coefficient, shall be obtained from the Oklahoma Department of Transportation Drainage Design Manual (February 1988 or as amended). Values for I, the rainfall intensity, shall be obtained as described in Section VII-A-1-b or c.**
 - (2) **Times of concentration shall be calculated based on the velocities obtained from travel time velocity chart contained herein.**
 - (3) **For strictly overland flow, not channelized, of 1500 feet or less, the Overland Flow nomograph or equation in the Oklahoma Department of Transportation Drainage Design Manual (February 1988 or as amended) may be used.**
3. **All stormwater drainage facilities for which the contributing drainage area does not meet the criteria for use of the Rational Method or which receive runoff from multiple subwatersheds shall be designed using the SCS (NRCS) Method, using the rainfall pattern approved for this unit hydrograph method. The user is referred to Section 4, Hydrology, National Engineering Handbook, Soil Conservation Service, Washington, D.C., July 1966, for specific details on SCS Unit Hydrographs.**
4. **Floodplain storage must be taken into consideration for drainage basins of 40 acres or larger by storage routing of sub basin hydrographs.**



5. For all hydrologic studies submitted to the City of Piedmont which involve routing of sub basin hydrographs, the following routing methods shall be used as indicated:
 - a. Kinematic Wave is approved where the flow is completely contained in the channel or in a storm sewer for the 1% (100-year) storm.

b) The Storage-Discharge (Modified Puls) method is approved for areas of overbank flow, for computing reach storage for hydrograph routing and for reservoir routing.

c) The Lag method is approved when the 1% (100-year) storm is completely contained in a storm sewer flowing full.

C. Technical Requirements - Hydraulics of Open channels

1. Trapezoidal channels shall be designed with a hard lined low flow channel, such as concrete.
 - a) The low flow channel shall branch off to pick up any storm sewers discharging into the channel.
 - b) The top of the sides of the low flow channel shall be a minimum of 6 inches lower than the adjacent main channel bottom. This is to ensure that the drainage runs over and into the low flow channel and not erodes around it.
 - c) The minimum cross slope on the bottom of the trapezoidal channel shall be 2 percent.
 - d) The easement for the trapezoidal channel shall include 15 feet additional width along one side of the top of the bank for an access road and 5 feet on the other side of the channel.
2. Roughness coefficients for drainage design will be as listed in tables 5-5 and 5-6, figure 5-5, pages 109 through 123, of "Open Channel Hydraulics" by Ven Te Chow (published by McGraw-Hill Book Company, 1959, or latest edition).
3. The minimum velocity in any drainage system shall be 2.5 feet per second, for all events of 20% (5 year) frequency and greater. The maximum velocity in an unlined ditch shall be as specified in "Limiting Velocities and Tractive Forces for Open Channels," (Lane, 1955) or as specified in "Permissible Velocities for Vegetated Channels," (Ree, 1949). Velocity for all storm events up to and including the 1% (100-year) shall not exceed 6 feet per second.
4. The centerline radius of a curve on an improved open channel shall be a minimum of 3 times the top width at the design flow or 100 feet, whichever is greater.
5. All improved channels shall be provided with a minimum of one foot of freeboard above normal depth of the runoff from a 1% (100-year) frequency rainstorm.
6. At all bends in improved channels, the amount of freeboard shall be increased by the following conditions:
 - a) The increased freeboard height shall be maintained a minimum of one channel width upstream and downstream of the bend.
7. Where borrow ditches are allowed (see Section I.A.13) the following requirements apply:

- a) Borrow ditches may be used if the 4% (25-year) storm can be contained in a trapezoidal ditch (or equivalent) with a maximum bottom width of 4 feet; side slopes 3:1 or flatter; depth of flow no greater than 2.5 feet with 0.5 feet of freeboard between the water surface and top of bank as shown below.

D. Technical Requirements - Hydraulics of Bridges

New bridges shall be constructed with adequate capacity to pass the 1% (100-year) storm with one foot of freeboard from the water surface to the low chord. A backwater analysis shall be required to illustrate compliance with this requirement.

E. Technical Requirements - Hydraulics of Culverts

1. The following Oklahoma Department of Transportation Standards shall apply except as modified by this MANUAL.
 - a) "ODOT, Office of Design, Section 6, Policies and Procedures".
 - b) "Standard Specifications for Highway Construction", ODOT.
 - c) FHWA publication: Hydraulic Design of Highway Culverts (HDS-5).
2. FEMA Requirements - All bridges that cross FEMA studied streams shall follow the FEMA and Floodplain Administrator's submission and review requirements.
3. Zero Rise - There shall be no adverse impact (zero rise in water surface elevation) for the design discharge and the existing conditions 100-year discharge upstream or downstream of the bridge.
4. Culvert Hydraulic Design Program - HEC-RAS is the preferred hydraulic design program for culverts. HY-8 may be used if the total opening width is 20 feet or less. Nomographs in HDS-5 may be used if an assessment documenting that the method is applicable is included.
5. Design Discharge - The design discharge for all roadway culverts with a drainage basin of 40 acres or larger, or for arterial and residential roadways, shall be the 1% (100-year) discharge.
6. Headwater - the maximum headwater to culvert diameter (or rise) ratio shall be 1.5 for the 1% (100-year) storm.
7. Backwater, or the rise in the 1% (100-year) flood water surface due to the restrictions created by the construction of the culvert, shall be 1 foot or less within the owner/developer's property. No increase in water surface elevation or increase in the extent of the floodplain boundaries is allowed outside of the boundary of the owner/developer's property.
8. Velocity
 - a) The minimum velocity in the culvert shall be 3 feet per second for any studied flow rate to assure a self cleaning condition.
 - b) The maximum velocity in the culvert shall be 20 feet per second.

- c) The velocity at the outlet of the culvert will require channel protection or an energy dissipater according to the design guidelines applicable for the downstream channel type.
- 9. The hydraulic design calculations for all culverts must be prepared and certified by a licensed Oklahoma Professional Engineer using the hydraulic modeling program HEC-RAS or HEC-2 (or other program approved by the City Engineer). HY-8 may be used if the conditions in Section VII-D-77 are met.
- 10. The radius of curve for a long box structure shall be a minimum of 3 times the maximum width of the box structure, but not less than 50 feet.
- 11. Inlet and Outlet Configurations
 - a) Culverts are to be designed with erosion protection at the inlet and outlet areas.
 - b) The headwalls or end sections are to be located a sufficient distance from the edge of the shoulder or back of walk to allow for a maximum slope of 3H:1V to the back of the structure.
- 12. Construction Materials
 - a) All roadway culverts within the CITY shall be constructed of reinforced concrete. Reinforced Concrete Box (RCB) culverts or Reinforced Concrete Pipe (RCP) culverts are acceptable. The City Engineer may accept alternative materials.
- 13. Driveway culverts shall be sized to pass the 10% (10-year) design flow. CMP may be used for driveway pipe as long as a concrete slope wall or other approved end treatment is provided. Minimum diameter for driveway pipes is 15". The City Engineer may accept alternative materials.
- 14. The minimum size roadway culvert shall be an 18" RCP (or equivalent).

F. *Technical Requirements - Street and Overland Stormwater Drainage*

- 1. The roadway and overland stormwater drainage systems shall be designed to receive and pass the runoff from a 1% (100-year) frequency rainstorm. The entire flow shall be confined within the said stormwater drainage system.
- 2. A storm sewer shall be required for all drainage basins wherein the requirements of this manual cannot be met through use of open channels. Open section streets are not allowed in residential development with average density greater than 1 home per 0.75 acres.
- 3. The street and storm sewer system shall be designed to pass the 1% (100-year) storm within the right of way. Inlets shall be designed to pass a minimum of the 4% (25-year) discharge.
- 4. The flow from a 4% (25-year) storm shall not exceed any of the following criteria:
 - a) curb height,
 - b) the crown of the street

- c) the depth required to inundate the outside lane in a 4-lane or wider street.
5. Once the criteria listed in V.F.4 are exceeded, a storm sewer with a minimum capacity for the 10% (10-year) storm and sufficient additional capacity (if needed) to meet the requirements of V.F.3 and V.F.4 .
 6. For non-residential streets, the first inlet shall be located no more than 400 feet from the high point in the street profile or at the point where the outside lane would be inundated, whichever is less.
 7. Cross-over Flow:
 - a) In the upstream sections of a drainage basin, above which the 25% storm flow is lower than the depth where the outside lane would be inundated, cross flow is allowed at intersections only.
 - b) Otherwise, no cross-over flow is allowed. Inlets shall be located at intersections to collect the flow from crossing the intersection. Inlets at intersections shall be located so they do not encroach upon the curb return. No drainage structure shall be permitted at a wheelchair ramp.
 8. Hydraulic design procedures may be obtained from the following sources:
 9. The current state-of-the-practice for designing non-recessed storm inlets is presented in the FHWA publication Urban Drainage Design Manual Second Edition.
 - a) Guidelines for design of recessed concrete inlets are presented the FHWA publication Hydraulic Characteristics of Recessed Curb Inlets and Bridge Drains.
 - b) The guidelines for design of recessed metal curb openings without grates are based on the Kansas City Engineer of Transportation (KDOT) publication K-TRAN Research Project KU-98-3, Hydraulic Performance of Set-Back Curb Inlets.
 10. Grated Inlets:
 - a) Grated inlets without a curb opening are not permitted within City of Piedmont streets. Hydraulic information is provided for analysis of existing conditions.
 - (1) The vane grate (in combination with a curb opening) is the only grate approved by the City of Piedmont within the street ROW.
 - b) When a grate is used in conjunction with a curb opening directly behind the grate, only the hydraulic capacity of the grate shall be utilized to estimate the flow that is intercepted, since the curb opening portion is reserved to collect debris.
 11. Paved ditches or flumes, commonly call beaver slides, shall not be allowed in lieu of inlets.

12. The overland flow portion of the collector system shall be confined to dedicated rights of way, or restricted drainage easements to assure that stormwater can pass through the development without inundating the lowest level of any building, dwelling, or structure. Restricted drainage easements shall be shown on the plat.
13. The overflow portion of the flow in a sump area shall be designed for 100% blockage of the sump area. This overflow route shall be identified as an overland drainage easement with language prohibiting blockage of flow.
14. Runoff from areas greater than one half (1/2) acre outside the roadway shall be collected before it reaches the roadway. Parking lots shall have internal drainage systems so as to reduce concentrated flow into streets. This item does not apply to single family residential lots.
15. Drainage areas, runoff from 25% (10-year) and 1% (100-year) frequency rainstorms, time of concentration, and inlet design for each inlet shall be summarized and tabulated on the plans. This summary table shall also be a part of the drainage calculations.
16. The flows and velocities for each pipe and open channel shall be summarized and tabulated as above on the plans as well as in the drainage calculations.
17. No pipe shall be installed downstream having a diameter smaller than the pipe from which it is receiving water.
18. All pipe shall meet one of the following requirements:
 - a) Concrete pipe shall not be less than ASTM C-76 Class III. Corrugated metal pipes shall meet Oklahoma Department of Transportation gauge requirements for fill heights, and be bituminous coated and lined.
 - b) Polyvinyl chloride (PVC) and smooth walled polyethylene (HDPE) pipe may be utilized, in sizes from 15-inches to 30 inches, in storm drainage systems. This material, however, may not be used under City streets or alley ways. Pipe must meet ODOT specifications.
19. Junctions between different pipe sizes shall be made with the top inside of the downstream pipe no higher than the top inside of the upstream pipe.
20. A manhole or junction box shall be required at all changes of grade, changes in alignment, and junctions between two or more different size pipe.
21. The horizontal distance between pipes being placed in the same trench shall be a minimum of two feet or one third the diameter of the larger pipe, whichever is greater. This would include multiple pipe crossings for culvert purposes.
22. The minimum storm sewer pipe size shall be 15 inches. Use of smaller pipes, such as for detention pond outlets, shall require prior approval by the City Engineer.

23. A minimum of 6 inches cover shall be provided over pipes and box culverts to the bottom of the subgrade in paved areas except when the box culverts are built with the top at grade.
24. All storm sewers shall be shown in profile, showing flow line, size, type and grade. Profiles shall show the natural and proposed ground line at the center line of the storm sewer. Stationing shall be continuous through manholes, along the main (longest) line, to the top of the system. Branch lines shall be stationed, starting from 0+00, from their connection with the main line. Lines shall be stationed in the profile drawing from left to right increasing upstream.
25. New box culverts and bridges with a drainage basin of 40 acres or larger shall have adequate capacity to pass 100 year fully urbanized flows with one foot of free board under the low chord. A backwater analysis shall be provided to illustrate compliance with this requirement.
26. Pipes discharging at a steep gradient into drainageways and detention facilities shall be provided with a headwall and energy dissipaters. A pipe with a steep gradient is defined as one having an energy grade line producing an outlet velocity is greater than six feet per second.
27. When storm sewers are constructed in fill areas, all materials in fill areas shall be compacted to a 95 percent standard proctor density prior to the trenching and laying of the pipe.
28. Maximum spacing between manholes or junction boxes shall not exceed 400 feet for pipes of 15 inches and 500 feet for pipes greater than 15 inches.
29. All junction boxes and manholes shall be built with one standard manhole ring and cover at grade.
30. A manhole or junction box shall be constructed at the P.C. or P.T. of all curves in large, long culverts.

G. *Technical Requirements - Storage Requirements*

1. For all stormwater detention facilities, the releases shall not exceed the pre-development runoff conditions for the 50% (2-year), 20% (5-year), 10% (10-year), 2% (50-year), and 1% (100-year), 24 hour storms, and must be conveyed to a public stormwater conveyance system with no negative impact downstream.
2. The provisions of the stormwater detention plan shall adhere to any stormwater master drainage plan that is adopted in the area under consideration.
3. The intent of the stormwater detention requirements shall be identified at the preliminary plat stage of the project review. The 1% (100-year) storm floodplain areas and stormwater detention site locations shall be shown on the preliminary plat to illustrate how these areas will be managed during and after construction.

4. All detention storage volume shall be located above the BFE in FEMA mapped areas, or above the 1% (100-year) floodplains as mapped by the City for regulatory floodplains.
5. Additional detention storage, in excess of the required storage for a drainage area, shall not be acceptable to satisfy the detention requirements for a tract of land downstream of the detention facility.
6. All stormwater detention facilities shall be located at the downstream end of the development to ensure that "flash" runoff from uncontrolled areas does not contribute to adverse conditions offsite.
7. If a tract of land being developed is located in more than one drainage area, then grading work to divert flows from one drainage area to another will not be permitted. Compensatory storage will not generally be permitted in one drainage area for that required in another. Exceptions may be granted by the City Engineer.
8. Detention facilities shall not be used for compensatory storage and shall not encroach into any floodplain area.
9. All dikes and spillways on detention facilities shall have a longitudinal profile of the outlet showing the 1% (100-year) water elevation in the pond and the tailwater elevation downstream.
10. All dikes and spillways on detention facilities shall have typical cross sections shown on the plans.
11. Side slopes on detention facilities shall not be steeper than 4:1 horizontal to vertical. Steeper side slopes may be allowed should the site conditions necessitate; however, methods for proper erosion control must be established and illustrated, and the procedures for maintaining these steeper side slopes must be established and shown on the plan.
12. Detention facilities shall be provided with a low flow channel from the inlet to the outlet structure to transmit low flows and the low flow channel shall be approved by the City, the low flow channel shall be concrete lined and of sufficient width and geometry to allow for proper maintenance. The maintenance procedure shall be shown on the plans.
13. The easements for the storm sewers and detention ponds shall appear on the plat.
14. An accessway at least 20 feet wide shall be provided to any detention area. Access may be provided by frontage on a dedicated public street or by an access easement from a dedicated public street to the detention area.
If a detention area is larger than ¼ acre with a depth of 3 or more feet, the access road shall continue into the pond and shall have a maximum grade of 10 percent. The access road shall be paved, 12 feet wide, from the top of the bank to the bottom of the detention pond and in the bottom of the detention pond to locations of high maintenance.

15. An operations and maintenance guide shall be prepared to illustrate the proper use and care of the detention facility, and by whom, when and how. The guide shall include text and diagrams.
16. Any dam or berm constructed shall be designed and constructed under the supervision of a Registered Professional Engineer.
17. The pipe exiting the outlet structure through the dam shall be a 15" RCP or larger pipe. Alternative materials or an equivalent arch pipe section may be allowed on a case-by-case basis. If a smaller outlet is required, an upstream orifice plate shall be used to constrict the outflow.
18. Spillways on detention facility dams shall be constructed to pass the 500 year flood event with a minimum of one (1) foot of freeboard on the earth dam structure.
19. All detention facilities shall meet the Oklahoma Water Resources Board's requirements. The design of detention facilities that have a certain storage volume and/or dam height are subject to regulation by the Oklahoma Water Resources Board.
20. The classification criteria and design requirements are available for download at the OWRB website on the Rules and Regulations page:
<http://www.owrb.ok.gov/util/rules/rules.php>.
21. Freeboard Requirements -all detention facilities shall be designed to meet OWRB requirements or the requirements set forth in this Manual, whichever is stricter. Freeboard requirements are shown in the table below:

| Freeboard Requirements for Stormwater Detention Facilities | | | |
|---|--|--|--|
| Embankment or Excavated Pond | 1% (100-year) water surface elevation depth | 1% (100-year) water surface elevation | 0.2% (500-year) water surface elevation |
| Embankment or Excavated | < 18-inches | Contained within a dedicated Stormwater detention easement. | |
| Embankment | 18-inches to 6 feet | Contained within the detention facility with one foot of freeboard to the top of the embankment.* | |

| Freeboard Requirements for Stormwater Detention Facilities | | | |
|---|--|--|--|
| Embankment or Excavated Pond | 1% (100-year) water surface elevation depth | 1% (100-year) water surface elevation | 0.2% (500-year) water surface elevation |
| Embankment | > 6 feet | | Contained within the detention facility with one foot of freeboard to the top of the embankment.* |
| Excavated | >18-inches | Contained within the detention facility with one foot of freeboard to the top of the embankment.* | |

*unless more stringent OWRB dam safety requirements control, as outlined in Title 785:25-3-3 of the Oklahoma Administrative Code, found at http://www.oar.state.ok.us/viewhtml/785_25-3-3.htm.

H. Design Standards – Stormwater Detention Facilities

1. General Design Criteria

All calculations and plans for detention facilities shall be presented to the CITY for review and approval. Information submitted shall include:

- a) Inflow and outflow hydrographs.
- b) A comparison of the pre-project and with-project peak discharges at the point(s) of discharge from the development and at points downstream as required by the City Engineer.
- c) Elevation-Storage-Discharge relationships.
- d) Discharge rating curves for each component of the outflow structure.
- e) Tailwater rating curves at the outlet. Tailwater shall be considered when designing the outlet structure.
- f) Erosion protection measures at the outlets and spillway.
- g) Embankment design in accordance with OWRB guidelines, including slope protection in case of overtopping, slope stability, and maintenance access.
- h) Multiple use plans (parks, playgrounds, sports fields, etc.).

- i) **Trash rack design.**
- 2. **On-Site Stormwater Detention**
 - a) **On-site detention facilities shall shown to be effective in controlling the peak discharges from the development immediately downstream of the development.**
 - b) **The volume of on-site detention required is calculated by comparing the total runoff volume, in acre-feet, of the existing condition 1% (100-year) flood with the volume of the proposed conditions 1% (100-year) flood. The comparison is made using the existing conditions and proposed conditions hydrographs, calculated as specified in Section V-B and subsections. . The Modified Rational Method may be used to determine detention volume required for a single, homogeneous watershed no larger than 40 acres or with a time of concentration of no more than 15 minutes. The detention must discharge directly off-site to a borrow ditch or other major storm drainage component. Hydrograph methods shall be used if the discharge from the detention is to be combined with discharge from another sub-watershed for purposes of routing through or off the site or sizing downstream structures.**
 - c) **On-site detention facilities shall be designed so that there is no increase in the peak discharge from any point of the development during the 50% (2-year), 20% (5-year), 10% (10-year), 2% (50-year), and 1% (100-year) flood events. This applies at the point(s) of discharge from the development as well as at points downstream, as required by the City Engineer.**
 - d) **The erosive effects of the increased runoff volume from the on-site detention facility shall be mitigated by armoring the stream bank downstream.**
 - e) **Mitigation for other water quality impacts of the urban runoff leaving the on-site detention facility shall be provided.**
- 3. **Design Standards for Open Space Detention**
 - a) **All earth slopes and areas subject to erosion, such as, adjacent to trickle channels, inlet structures, and outlet structures, shall be slab sodded with Bermuda sod or protected with other erosion control measures. All other earth surfaces, within the area designated for detention pond site, shall have an established growth of bermuda grass or other approved species. All grass covered areas shall be fertilized, to current recommendations, watered and in an established growing condition prior to completion and approval of the detention pond.**
 - b) **Detention facilities shall be environmentally sound and compatible with the area (neighborhood).Where feasible, multiple uses for the facilities should be established.**

c) The city will accept dedication and maintenance responsibilities for drainage and detention facilities on a case-by-case basis under advisement of the City Attorney and Engineer. Otherwise, the maintenance responsibility shall belong to the private sector. A written agreement between the development and the City defining the maintenance requirements and responsible parties shall be made prior to the development's acceptance by the City.

4. Design Standards for Parking Lot Detention

a) Parking Lot detention may be used on properties that do not receive offsite water.

b) The maximum depth in the detention pond shall be 12 inches, occurring during the 1% (100-year) storm.

c) The total flooded area during the 100-year storm shall not exceed 25% of the parking areas and drives.

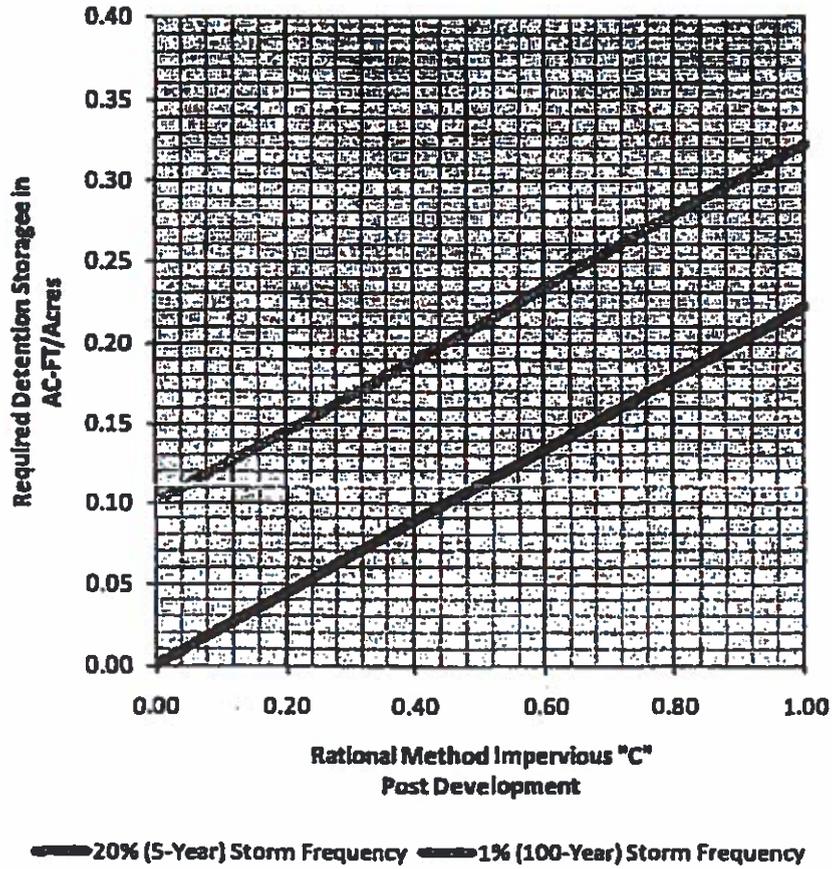
d) The unit volume curves included herein may be used to design the outlet if a two-stage weir is used.

e) The 20% (5-year) storm must completely fill the bottom 6 inches up to the first weir.

f) The 1% (100-year) volume must fill the entire 12-inch depth of water.

g) There must be a 6-inch drop off from the outlet elevation to the ground immediately downstream.

UNIT VOLUME DETENTION CURVES



| Pre-Developed 1% (100-Year) Rational Method "C" | Outflow Rate for Drainage CFS/AC | |
|---|-------------------------------------|---------------|
| | 20% (5-Year) | 1% (100-Year) |
| 0.1 | 0.0 | 0.6 |
| 0.2 | 0.1 | 1.3 |
| 0.3 | 0.2 | 2.0 |
| 0.4 | 0.6 | 2.9 |
| 0.5 | 1.8 | 4.9 |
| 0.6 | 3.6 | 7.5 |

Reference: City of Tulsa Stormwater Management Criteria Manual, Updated 1993

- h) If a pipe and weir outlet is used, the same criteria apply, with the weir set at the 20% (5-year) elevation.
- i) If a pipe outlet is used, a City-approved trash rack must be placed upstream.

VI. Green Development

- A. The City encourages developers to incorporate stormwater management techniques that include water quality benefits, also known as "Green Infrastructure" or "Low Impact Development."
- B. Specific structural requirements of this manual, such as requirements for concrete liners, may be waived by the City Engineer to accommodate use of low impact development techniques. In no case will any requirements dealing with off-site, upstream, or downstream impacts be waived.
- C. Proposals for Green Development shall be presented to the City as an application for a Planned Unit Development (PUD). The PUD design statement shall include specific water quality goals and analysis demonstrating that they will be achieved through the methods proposed.

APPENDICES

1. SCHEDULE OF FEES AND CHARGES
 2. SCHEDULE OF BONDS AND INSURANCE
 3. ELECTRIC FRANCHISE
 4. GAS FRANCHISE
 5. PIEDMONT MUNICIPAL AUTHORITY
 6. CABLE TELEVISION (Reserved)
 7. PROVISIONS OF SELECTED STATE STATUTES APPLICABLE TO CITY
 8. APPENDIX OF ORDINANCES NOT IN CODE
 9. DISPOSITION TABLE
 10. GENERAL ORDINANCES NOT CODIFIED
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Appendix 1 - Fee Schedule

APPENDIX 1

SCHEDULE OF FEES AND CHARGES

A schedule of fees and charges, or fee schedule, is set out in this appendix for the purpose of providing a clear and concise listing of the fees and charges authorized by the provisions of this code in payment for licenses, permits and services performed in accordance with the regulations and controls upon which the licenses and permits are conditioned and to provide uniformity in the supervision and administration of the issuance of licenses and permits and the collection of the amounts prescribed. The heading gives the title of the appropriate chapters and articles as applicable.

Code Section

Fee

ADMINISTRATION AND GOVERNMENT

City Records

| | | |
|-----|--|------|
| 2-3 | Copying and search, per copy, per page | |
| | Law enforcement records, per report | 2.00 |
| | Municipal records, per page | .25 |

ALCOHOLIC BEVERAGES

Alcoholic Beverages

| | | |
|-------|---|----------|
| 3-102 | Occupation tax relating to alcoholic beverages | |
| | Brewer | 1,250.00 |
| | Distiller | 3,125.00 |
| | Winemaker | 625.00 |
| | Oklahoma winemaker | 75.00 |
| | Rectifier | 3,125.00 |
| | Wholesaler | 3,500.00 |
| | Class B Wholesaler | 625.00 |
| | Retail package store | 300.00 |
| | Retail dealers (Class I or II, nonintoxicating) | |
| | Onsite consumption | 20.00 |
| | Offsite consumption | 10.00 |
| | Mixed beverage establishment (Class I) | |
| | Initial | 600.00 |
| | Renewal | 500.00 |
| | Mixed beverage establishment (Class II) | |
| | Initial | 1,000.00 |
| | Renewal | 900.00 |
| | Caterer, Initial | 1,000.00 |
| | Renewal | 900.00 |
| | Special Event Licensee, per day | 50.00 |

Appendix 1 - Fee Schedule

| | | |
|-------|--|------|
| 3-104 | Certificate of compliance with zoning fire health and safety codes | None |
| 3-104 | Certificate of compliance issued to ABLE Commission | None |

Nonintoxicating Beverages

| | | |
|-------|---|-------|
| 3-203 | Retail dealers license for For consumption on or off premises; annually | 20.00 |
| | In original packages and not for consumption on premises; annually | 10.00 |

ANIMALS

Animal Regulations

| | | |
|-------|---|---|
| 4-121 | Rabies vaccination certificate, Set by Veterinarian | |
| 4-133 | Impounding and keeping animal | |
| | Redeeming animal not licensed to pay required license | Not Applicable |
| | Dog not vaccinated against rabies to pay deposit to be refunded upon proof of vaccination | Not Applicable |
| | Euthanizing fee, Set by Veterinarian | |
| 4-134 | Person adopting animal from impoundment shall pay adoption fee, costs of any necessary vaccinations and a deposit | 10.00 |
| 4-161 | Supervised quarantine at owner's expense, Set by Veterinarian | |
| 4-173 | Expenses of impounding vicious, dangerous or diseased animal | 15.00 pickup fee 4.00 per day boarding fee |

Appendix 1 - Fee Schedule

BUILDING REGULATIONS AND CODES

Licenses and Fees, Permits, Bond and Insurance

| | | | |
|-------|-------------------------------|--|-------------------------|
| 5-101 | Registration certificate for: | | |
| | Building: | contractors journeymen apprentices | Not applicable |
| | Electrical: | contractors journeymen apprentices | 40.00 40.00 40.00 |
| | Plumbing: | contractors journeymen apprentices | 40.00 40.00 40.00 |
| | Mechanical: | contractors journeymen apprentices | 40.00 40.00 40.00 |

| | | | |
|-------|---|--|--------|
| 5-121 | Building permits | | |
| | Repair, remodel, building permit (minimum) | | 12.50 |
| | Residential, commercial, industrial, warehouse construction | | |
| | Under 2,000 square feet | | 75.00 |
| | 2,000 square feet or more | | 100.00 |
| 5-124 | Inspection fees, per required inspection. | | 15.00 |

Building Code and Regulation

| | | | |
|-------------------|---|--|-------|
| 5-222 to 5-224 | Permit and fee to move building into city | | 25.00 |
| | Permit fee to move building through city | | 75.00 |

Plumbing Code and Regulations

| | | | |
|-------------------|------------------------------------|--|-----------|
| 5-312 to 5-314 | Plumbing contractor's registration | | See above |
|-------------------|------------------------------------|--|-----------|

Electric Code

| | | | |
|-------|---|--|--|
| 5-403 | Electrical installation permit See Building permit above | | |
|-------|---|--|--|

Appendix 1 - Fee Schedule

| | | |
|-------------------|-------------------------------------|-----------|
| 5-422 to 5-427 | Electrical registration certificate | See above |
|-------------------|-------------------------------------|-----------|

Mechanical Code

| | | |
|-------|---|--|
| 5-503 | Permit for mechanical work See building permit above | |
|-------|---|--|

| | | |
|-------------------|--|-----------|
| 5-512 to 5-514 | Mechanical registration certificate | See above |
|-------------------|--|-----------|

| | | |
|-----------------|-------------------------|--|
| 5-601 et seq | Mobile home regulations | |
|-----------------|-------------------------|--|

Power Generation Towers and Wind Generators

| | | |
|-------|----------------------------------|-------|
| 5-803 | Permit required for construction | 50.00 |
|-------|----------------------------------|-------|

COURT

Court Procedure

| | | |
|-------|---|-------|
| 6-112 | Filing criminal offense in municipal court, court cost fee (may be waived) | 15.00 |
|-------|---|-------|

| | | |
|-------|--|-------|
| 6-119 | Temporary cash bond not less than nor more than maximum penalty | 10.00 |
|-------|--|-------|

| | | |
|-------|--|-------|
| 6-127 | Judgment of conviction costs or maximum state law, plus fees and mileage of jurors of jurors and witnesses plus fine imposed | 15.00 |
|-------|--|-------|

| | | |
|-------|---|-------|
| 6-128 | Witness fees paid plus mileage, per day | 15.00 |
|-------|---|-------|

FINANCE AND TAXATION

Purchases by City

Sales Tax

| | | |
|-------|---------------|--|
| 7-306 | 4% Excise tax | |
|-------|---------------|--|

Use Tax

| | | |
|-------|------------|--|
| 7-401 | 4% Use tax | |
|-------|------------|--|

Appendix 1 - Fee Schedule

911 Emergency Service Fee

7-501 3% service fee for 911 emergency
telephone fee

Telephone Exchange Fee

7-601 2% of gross revenues for annual
inspection fee and service charge
for operating telephone exchange

Utility Fee

7-701 2% of gross receipts from residential
and commercial sales of gas and electricity

HEALTH AND NUISANCES

Weeds Grass or Trash

8-205 Actual costs of labor, maintenance and
equipment required not to exceed \$500.00

Dilapidated Building

8-302 Dismantling and removal by city;
actual cost

Abandoned, Junk Vehicles

8-403 Permit for reconstruction/repair
of vehicles costs of any mailing
to obtain consents; maximum 50.00

8-413 Redemption of impounded vehicles
or motor vehicle, prior to sale;
actual and reasonable expense of
removal plus storage

Appendix 1 - Fee Schedule

LICENSE AND BUSINESS REGULATIONS

General Provisions

| | | |
|-------------------|--|-------|
| 9-110 to 9-112 | Licenses and permit fees Annual | 20.00 |
| | Combined business under one ownership occupying same building | 25.00 |

Itinerant Vendors

| | | |
|-------------------|---|-----------|
| 9-202 | License fee | See above |
| 9-202 | Application processing fee | 25.00 |
| 9-202 to 9-205 | Blanket license for owner or lessees of buildings covering all itinerant vendors who will be established in building | 50.00 |

OFFENSES AND CRIMES

Offenses Against Property

| | | |
|--------|-----------------------------------|------|
| 10-329 | Fire works when permitted by city | None |
|--------|-----------------------------------|------|

Offenses Against Public Peace

| | | |
|--------|--|------|
| 10-405 | Parade permit (street fair, street dance, carnival or assemblage) | None |
|--------|--|------|

PLANNING, ZONING AND DEVELOPMENT

Oil and Gas Regulations

| | | |
|--------|--|----------|
| 12-505 | Filing Fee | 2,500.00 |
| 12-506 | Processing fee (where permit is refused) | 500.00 |
| 12-508 | Injection well permit fee | 2,500.00 |
| 12-509 | Annual inspection fee per well | 270.00 |
| 12-539 | Permits for conduits in streets and alleys | 250.00 |

Appendix 1 - Fee Schedule

| | | |
|--------|---|------|
| 12-540 | Annual inspection and renewal for conduit, per rod of conduit | 1.00 |
|--------|---|------|

Flood Plain Regulations

| | | |
|--------------------|--------------------|------|
| 12-607 & 12-611 | Development permit | None |
|--------------------|--------------------|------|

PUBLIC SAFETY

Fire Services

| | | |
|--------|--|------|
| 13-121 | Contracts outside corporate limits Intergovernmental agreements | None |
|--------|--|------|

| | | |
|--------|-------------------------------------|--|
| 13-122 | Payment in amount by negotiation | |
|--------|-------------------------------------|--|

| | | |
|--------|--|--------|
| 13-124 | Charges for calls made outside city, per hour, per vehicle | 150.00 |
|--------|--|--------|

STREETS AND SIDEWALKS

Curb and Street Cuts

| | | |
|---------------------|---------------------|--|
| 14-201 to 14-205 | Pavement cut permit | |
|---------------------|---------------------|--|

| | |
|---|----------|
| Registration fee, no road crossing | 15.00 |
| Cutting, opening or tunneling | 30.00 |
| Road and alley nonrefundable filing fee | 250.00 |
| Bond for cutting or opening asphalt | 1,500.00 |
| Bond for tunneling | 1,500.00 |
| Bond for cutting or opening concrete | 2,500.00 |

| | | |
|--------------------|-----------------|--|
| 14-211 & 14-212 | Curb cut permit | |
|--------------------|-----------------|--|

TRAFFIC AND VEHICLES

Impoundment

| | | |
|---------|---|--|
| 15-1908 | Stolen vehicles removed one hour after notification by owner's arrangement | |
|---------|---|--|

| | | |
|---------|--|--|
| 15-1912 | Impoundment costs and accrued storage charge. | |
|---------|--|--|

Appendix 1 - Fee Schedule

Appendix 2 - Bond Schedule

APPENDIX 2

SCHEDULE OF BONDS

For purpose of providing a clear and concise listing of the contractors and similar performance bonds authorized by the provisions of this code to secure the performance of various duties required by this code, and to provide uniformity in the supervision and administration of the issuance of licenses and permits, a schedule of such bonds, or bond schedule, is hereby set forth in this appendix. Headings give the titles of the appropriate parts as applicable.

Code Section

ADMINISTRATION AND GOVERNMENT

2-110 City officers and employees Set by council

BUILDING REGULATIONS AND CODES

5-225 Moving building Set by council

5-313 Plumbing contractor Set by state law

5-425 Electrical contractors Set by state law

5-513 Mechanical contractors Set by state law

COURT PROCEDURE

6-108 Clerk of court Set by council

LICENSE AND BUSINESS REGULATIONS

9-102 Some license and business issuance
conditioned upon approval of bond

9-206 Itinerant vendors, 500
minimum surety bond where receive money before delivery goods

PLANNING, ZONING AND DEVELOPMENT

12-507 Oil and gas well bond, initial 25,000
Reduced to \$10,000 after completion and
compliance with chapter

Appendix 2 - Bond Schedule

STREETS AND PUBLIC WORKS

14-201 et seq Bonds for Street and Curb Cuts

| | |
|---|-----------------|
| Bond for cutting or opening asphalt | 1,500.00 |
| Bond for tunneling | 1,500.00 |
| Bond for cutting or opening concrete | 2,500.00 |

Appendix 3 - Electric Franchise

APPENDIX 3

ELECTRIC FRANCHISE

| | |
|------------|------------------------------|
| Section 1 | Definitions. |
| Section 2 | Grant of franchise. |
| Section 3 | Not to impede traffic. |
| Section 4 | Indemnification. |
| Section 5 | Rates. |
| Section 6 | Assignment. |
| Section 7 | Franchise fee. |
| Section 8 | Electric service to town. |
| Section 9 | Election. |
| Section 10 | Acceptance. |
| Section 11 | Supersedes other franchises. |
| Section 12 | Emergency. |

SECTION 1 DEFINITIONS.

The word "town" as hereinafter used shall mean and designate the Town of Piedmont, Canadian and Kingfisher Counties, Oklahoma, and the word "company" as hereinafter used shall mean and designate the Oklahoma Gas and Electric Company, a corporation organized and existing under and by virtue of the laws of the State of Oklahoma and its successors and assigns. (Ord. No. 198, 10/8/84)

SECTION 2 GRANT OF FRANCHISE.

A. The town hereby grants to the company the right, privilege and authority to produce, transmit, distribute and sell electricity within the corporate limits of the town for all purposes for which it may be used, to the town, its inhabitants and the public generally, and the right, privilege and authority to construct, maintain and operate a system of poles, wires, conduits, transformers, substations, and other facilities and equipment in, upon, across, under and over the streets, alleys, public grounds and other places in each and every part of the town for the purpose of producing, transmitting, distributing and selling electricity to the town, its inhabitants, and to the public generally.

B. The franchise hereby granted shall be effective from and after the date of approval of this ordinance by the qualified electors of the town and acceptance by the company, and shall remain in full force and effect for a period of twenty-five (25) years. Nothing in this ordinance shall be construed to prevent the town from granting an electric franchise to any other person, firm, or corporation. (Ord. No. 198, 10/8/84)

SECTION 3 NOT TO IMPEDE TRAFFIC.

The company shall construct, operate and maintain its property in such manner as will, consistent with necessity, not obstruct nor impede traffic unduly. (Ord. No. 198, 10/8/84)

SECTION 4 INDEMNIFICATION.

The company shall defend and indemnify the town against all liability for injury to any person or property caused by the negligence of the company in the construction, operation and

Appendix 3 - Electric Franchise

maintenance of its property within the town. (Ord. No. 198, 10/8/84)

SECTION 5 RATES.

Electric service provided hereunder to the town, its inhabitants, and to the public generally, and rates charged therefor shall be in accordance with orders, rules and regulations of the Corporation Commission of the State of Oklahoma or other governmental authority having jurisdiction. (Ord. No. 198, 10/8/84)

SECTION 6 ASSIGNMENT.

The company shall have the right to assign this franchise and the assignee by written acceptance thereof shall be bound by all the provisions hereof. An authenticated copy of such assignment and acceptance shall be filed with the clerk of the town. (Ord. No. 198, 10/8/84)

SECTION 7 FRANCHISE FEE.

A. From and after the approval and acceptance of this franchise, and in consideration of the granting of this franchise, the company agrees to pay and shall pay to the town an annual franchise tax in an amount equal to three percent (3%) of its gross revenues arising from the sale of electricity within the corporate limits of the town, such payment to be made on or before July 25 of each year, after deducting therefrom any amount due the company from the town.

B. The company shall abide by any order, rule or regulation of the Corporation Commission of the State of Oklahoma requiring the listing separately of all or any portion of such franchise tax on electric bills to customers.

C. Such franchise taxes paid by the company to the town shall be in lieu of all other franchise, excise, license, occupation, privilege, inspection, permit, or other fees, taxes or assessments, except ad valorem taxes. (Ord. No. 198, 10/8/84)

SECTION 8 ELECTRIC SERVICE TO TOWN.

The company shall furnish to the town without charge each fiscal year during the term hereof electric current to be used exclusively by the town for operation of traffic signal lights and buildings occupied and operated by the town for municipal purposes, to be applied by the company as a credit to billings to the town, provided that such electric current shall not exceed one-half of one percent (0.5%) of the kilowatt-hours sold by the company to customers within the corporate limits of the town during the preceding fiscal year. (Ord. No. 198, 10/8/84)

SECTION 9 ELECTION.

A special election is hereby called for the purpose of submitting this ordinance to the qualified electors of the town residing within its corporate limits for their approval or disapproval, provided the company shall pay the cost of such election. The election shall be held on the 4th day of December, 1984, between the hours of 7:00 A.M. and 7:00 P.M. The mayor of the board of trustees is authorized and directed to issue an election proclamation calling such election and is further directed to take all steps that may be necessary for holding the election and for the submission of this ordinance to the qualified electors of the town. If a majority of the qualified electors of the town voting thereon fail to approve this franchise at the election, no rights shall accrue hereunder. (Ord. No. 198, 10/8/84)

Appendix 3 - Electric Franchise

SECTION 10 **ACCEPTANCE**

In case the franchise hereby granted is approved at the election, the company shall, within thirty (30) days from the date of such approval, file with the clerk of the town, in writing, its acceptance. In the event the company fails to accept within the period, such failure shall be deemed a rejection of the franchise. (Ord. No. 198, 10/8/84)

SECTION 11 **SUPERSEDES OTHER FRANCHISES**

The franchise hereby granted shall, on its effective date, supersede and terminate any previous franchise granted to or held by the company. (Ord. No. 198, 10/8/84)

SECTION 12 **EMERGENCY**

An emergency is hereby deemed and declared to exist whereby it is necessary for the preservation of the public health, safety and welfare of the inhabitants of the town that this ordinance take effect immediately from and after its approval, adoption and publication as provided by law. (Ord. No. 198, 10/8/84)

Appendix 3 - Electric Franchise

Appendix 4 - Gas Franchise

APPENDIX 4

GAS FRANCHISE

(RESERVED)

**Ed. Note:
in lieu of franchise.**

See Part 7 of this code for two percent utilities fee for gas utilities

Appendix 4 - Gas Franchise

Appendix 5 - Piedmont Municipal Authority

APPENDIX 5

THE PIEDMONT MUNICIPAL AUTHORITY

Ed. Note: This Trust Declaration is the Original Trust for the Authority. Following is the Amended Trust Declaration.

| | |
|--------------|--------------------------------------|
| Article I | Creation of trust. |
| Article II | Business conducted in name of trust. |
| Article III | Purposes. |
| Article IV | Duration of trust. |
| Article V | The trust estate. |
| Article VI | The trustees. |
| Article VII | Powers and duties of the trustees. |
| Article VIII | Beneficiary of trust. |
| Article IX | Termination of trust. |
| Article X | Acceptance |

KNOW ALL MEN BY THESE PRESENTS:

THIS TRUST INDENTURE dated as of the 2nd day of April, 1973, by Jerry Anduss (hereinafter referred to as the Trustor), and Jerry Anduss, Virginia Simpson and Willard Every and their respective successors in office, to be known as the Trustees of the Piedmont Municipal Authority, who shall be and are hereinafter referred to as Trustees of the Authority (hereinafter referred to as Trust) herein set out.

WITNESSETH:

That in consideration of the payment by the Trustor to the Trustees of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, the mutual covenants herein set forth, and other valuable considerations, the said Trustees agree to hold, manage, invest, assign, convey and distribute as herein provided, authorized and directed, such property as Trustor, or others, may from time to time assign, transfer, lease, convey, give, bequeath, devise, or deliver unto this Trust or the Trustees hereof.

TO HAVE AND TO HOLD such property and the proceeds, rents, profits and increases thereof unto said Trustees and the Trustees' successors and assigns, but nevertheless in trust, for the use and benefit of the Town of Piedmont, Oklahoma, hereinafter referred to as Beneficiary, and upon the following trusts, terms and conditions herein stated.

ARTICLE I

CREATION OF TRUST

The undersigned Trustor creates and establishes a trust for the use and benefit of the Beneficiary, to finance, operate, construct and administer any public works, improvement or facilities, and for the public purposes hereinafter set forth, under the provisions of Title 60, Oklahoma Statutes 1971, Sections 176 to 180.3 inclusive, the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma.

Appendix 5 - Piedmont Municipal Authority

The Trustees of this Trust shall conduct all business and execute or authorize the execution of all instruments in the name of this Trust, and otherwise perform the duties and functions required in the execution of this Trust.

ARTICLE II

The Trustees of this Trust shall conduct all business and execute or authorize the execution of all instruments in the name of this trust, and otherwise perform the duties and functions required in the execution of this Trust.

ARTICLE III

The purposes of this Trust are:

(1) To acquire, construct, reconstruct, extend, lease, purchase, install, equip, maintain, repair, enlarge, remodel and operate buildings and other facilities for use by the United States of America, or the State of Oklahoma, or for use by authorities or agencies of the United States of America or of the State of Oklahoma or of any municipality thereof, or for use by municipal or other political subdivisions of the State of Oklahoma, including the Beneficiary hereof or for the use of corporations, individuals, partnerships, associations or proprietary companies for industrial development; to plan, establish, develop, construct, enlarge, improve, extend, maintain, equip, operate, lease, furnish, provide, supply, regulate, hold, store and administer utilities and/or buildings or other facilities either within or without the territorial boundaries of the Beneficiary which are or shall be of public use, or useful in securing, developing and maintaining industrial and manufacturing activities including but without limitation, water, sewer, electrical, garbage, trash disposal, recreational and industrial facilities; and to service machinery or equipment in connection with such utilities, buildings and facilities.

(2) To hold, maintain and administer any leasehold rights in and to physical properties demised to the Beneficiary and to comply with the terms and conditions of any such lease.

(3) To acquire by lease, purchase, production, reduction to possession or otherwise, and to plan, establish, develop, construct, enlarge, improve, extend, maintain, equip, operate, furnish, provide, supply, regulate, hold, store and administer any and all physical properties (real, personal or mixed), rights, privileges, immunities, benefits and any other thing of value, designated or needful for utilization in furnishing, providing or supplying the aforementioned service, utilities, buildings and facilities; to finance and refinance and to enter into contracts of purchase, lease-purchase or other interest in or operation and maintenance of said properties, and revenues thereof, and to comply with the terms and conditions of any such contracts, leases or other contracts made in connection with the acquisition, equipping, maintenance and disposal of any said property, and to relinquish, dispose of, rent or otherwise make provisions for properties owned or controlled by the Trust but no longer needful for trust purposes.

(4) To perform on behalf of the Beneficiary the functions and powers as authorized by industrial development statutes.

(5) To provide funds for the cost of financing, refinancing, acquiring, constructing, purchasing, equipping, maintaining, leasing, repairing, improving, extending, enlarging, remodeling, holding, storing, operating and administering any or all aforesaid property, improvements, buildings,

Appendix 5 - Piedmont Municipal Authority

facilities and all properties (real, personal or mixed) needful for executing and fulfilling the Trust purposes as set forth in this instrument and all other charges, costs and expenses necessarily incurred in connection therewith and in doing so, to incur indebtedness, either unsecured or secured by all or any part of the Trust Estate and its revenues.

(6) To expend all funds coming into the hands of the Trustees as revenue or otherwise for the payment of any indebtedness incurred by the Trustees for the purposes specified herein, and in the payment of the aforesaid costs and expenses, and in payment of any other obligation properly chargeable against the Trust Estate, and to distribute the residue and remainder of such funds to the Beneficiary.

ARTICLE IV

DURATION OF TRUST

This Trust shall have duration for the term of duration of the Beneficiary and terminated as hereinafter provided.

ARTICLE V

THE TRUST ESTATE

The Trust Estate shall consist of:

(1) The funds and property presently in the hands of the Trustees or to be acquired or constructed by Trustees and dedicated by the Trustor and others to be used for trust purposes.

(2) Any and all leasehold rights remised to the Trustees by the Beneficiary as authorized and empowered by law.

(3) Any and all money, property (real, personal or mixed), rights, choses in action, contracts, leases, privileges, immunities, licenses, franchises, benefits, and all other things of value coming into the possession of the Trustees pursuant to the provisions of this Trust Indenture.

(4) Cash in the sum of \$1.00 paid to Trustees, receipt of which is hereby acknowledged by the Trustees.

The instruments executed for each project, and such issuance of Trustees Bonds and other indebtedness, shall set out the specific property of the Trust Estate exclusively pledged and mortgaged for the payment of such indebtedness.

ARTICLE VI

THE TRUSTEES

(1) The Trustees of this Trust shall be citizens and residents of the Beneficiary who are the persons presently constituting the President of the Board of Trustees and members of the governing board of the Beneficiary, and the persons who shall be their successors as president of the Board of Trustees, and members of said governing board of said Beneficiary, and each such successor in office shall without any further act, deed or conveyance, automatically become Trustees of this Trust and become fully his predecessor hereunder with like effect as if originally named as

Appendix 5 - Piedmont Municipal Authority

a Trustee herein.

(2) The person who shall be the President of the Board of Trustees of the Beneficiary, shall become automatically the Chairman of the Trustees and shall preside at all meetings and perform other duties designated by the Trustees. The Trustees shall designate the time and place of all regular meetings. All actions by the Trustees pursuant to the provisions of this Trust Indenture shall be approved by the affirmative vote of at least a majority of the Trustees qualified to act as such under the provisions of this Trust Indenture. The Trustees shall select one of their members to be Vice-Chairman who shall act in the place of the Chairman during the latter's absence or incapacity to act.

(3) The person who shall be the Town Clerk of the Beneficiary, shall act as Secretary of the Trustees. The Secretary shall keep minutes of all meetings of the Trustees and shall maintain complete and accurate records of all their financial transactions, all such minutes, books and records to be on file in the office of the Trust. All meetings of the Trustees shall be open to the public, and the books, records and minutes of the Trustees shall be considered as public records and available for inspection at all times by any interested party.

(4) The person who shall be the Town Treasurer of the Beneficiary shall act as Treasurer of the Trustees.

(5) The Trustees may appoint a general manager of the Trust Estate, and the Trustees may employ such other clerical, professional, legal and technical assistance as may be deemed necessary in the discretion of the Trustees to properly operate the business of the Trust Estate, and may fix their duties, terms of employment and compensation. Any such employee may be a person who shall be an officer or employee of the Beneficiary, in which event such officer or employee may receive compensation from the Trust Estate. All Trustees shall serve without compensation but shall be reimbursed for actual expenses incurred in the performance of their duties hereunder. In the event a general manager for the Trust Estate is appointed by the Trustees, the said general manager shall administer the business of the Trust Estate as directed from time to time by the Trustees.

(6) Every person hereafter becoming a Trustee first shall take the oath of office required of an elected public officer and every officer and employee who handles funds of a public trust shall furnish a good and sufficient fidelity bond in an amount and with surety as may be specified and approved by the persons constituting a majority of the governing body of the Beneficiary of this Trust. Such Bond to be in a surety company authorized to transact surety business in the State of Oklahoma. The cost of said Bond shall be paid from funds of the Trust Authority. The oaths of office shall be administered by any person authorized to administer oaths in the State of Oklahoma, and shall be filed in the office of the Clerk of the Beneficiary.

(7) Trustees may be removed from office for cause, including incompetency, neglect of duty, or malfeasance in office, by a District Court having jurisdiction. In the event of a removal of a Trustee under this Section, a successor Trustee shall be appointed as provided in this Trust instrument. Provided, however, in the event a Trustee is so removed by a District Court who is also a member of the governing Board of the Beneficiary the successor Trustee shall be appointed by the judge of the Court wherein the removal occurred; said successor Trustee shall serve only until the removed Trustee ceases to serve as a member of the governing board of the Beneficiary and his successor on said Board has qualified as provided in this Trust Indenture.

(8) The Trustees are authorized to contract, in connection with the incurring of any

Appendix 5 - Piedmont Municipal Authority

funded indebtedness secured by the Trust Estate and/or its revenues, or any part of either or both, that in the event of a default in the fulfillment of any contract obligation undertaken on behalf of the Trust Estate or in the payment of any indebtedness incurred on behalf of the Trust Estate, that a Temporary Trustee or Trustees or Receiver shall be appointed to succeed to the rights, powers and duties of the Trustees then in office. Any such contract, if made, shall set on the methods by which such Temporary Trustee or Trustees or Receiver shall be appointed, and operate the Trust Estate and provide for compensation to be paid, and appointment to be vacated and permanent Trustees to be automatically reinstated upon termination of all defaults by which their appointment was authorized.

(9) Bonds or other evidences of indebtedness to be issued by the Trustees shall not constitute an indebtedness of the State of Oklahoma, or of the Beneficiary, or personal obligations of the Trustees of the Trust, but shall constitute obligations of the Trustees payable solely from the Trust Estate.

(10) The Trustees, the State of Oklahoma, and the Beneficiary hereof shall not be charged personally with any liability whatsoever by reason of any act or omission committed or suffered in good faith or in the exercise of their honest discretion in the performance of such Trust or in the operation of the Trust Estate; but any act or liability for any omission or obligation of the Trustees in the execution of such Trust, or in the operation of the Trust Estate, shall extend to the whole of the Trust Estate or so much thereof as may be necessary to discharge such liability or obligation.

(11) Notwithstanding any other provision of this Indenture which shall appear to provide otherwise, no Trustee or Trustee shall have the power or authority to bind or obligate any other Trustee, or the Beneficiary, in his or its capacity, nor can the Beneficiary bind or obligate the Trust or any individual Trustee.

ARTICLE VII

POWERS AND DUTIES OF THE TRUSTEES

To accomplish the purposes of the Trust, and subject to the provisions and limitations otherwise provided in this Trust Indenture, the Trustees shall have, in addition to the usual powers incident to their office and the powers granted to them in other parts of this Trust Indenture, the following rights, powers, duties, authority, or authority from any court:

(1) To finance, refinance, acquire, establish, develop, construct, enlarge, improve, extend, maintain, equip, operate, lease, furnish, provide, supply, regulate, hold, store and administer any of the facilities designated pursuant to Article III hereof as the Trustees shall determine necessary for the benefit and development of the Beneficiary;

(2) To enter into contracts for the acquisition and construction of facilities authorized to be acquired and constructed pursuant to the terms of this Trust Indenture and in compliance herewith, other than those facilities to be constructed by the employees of the Trustees;

(3) To employ such architectural and engineering firm or firms as the Trustees deem necessary to prepare such preliminary and detailed studies, plans, specifications, cost estimates and feasibility reports as are required in the opinion of the Trustees. The cost of such engineering and architectural work shall be paid out of the proceeds of the sale of bonds or from such other funds as may be available therefor.

Appendix 5 - Piedmont Municipal Authority

(4) To enter into contracts for the sale of bonds, notes or other evidences of indebtedness or obligations of the Trust for the purpose of acquiring or constructing facilities authorized to be acquired or constructed pursuant to the terms of this Trust Indenture and for that purpose may:

(a) Employ a financial advisor, or committee of advisors, to advise and assist the Trustees in the marketing of such bonds, notes or other evidences of indebtedness or obligations, and to present financial plans for the financing of the acquisition or construction of each project, and to recommend to, or consult with, the Trustees, concerning the terms and provisions of bond indentures and bond issues, and may pay appropriate compensation for such work and services performed in the furtherance of the project;

(b) Sell all bonds, notes or other evidences of indebtedness or obligations of the Trust in whole or in installments or series and on such terms and conditions and in such manner as the Trustees shall deem to be in the best interest of the Trust Estate; and,

(c) Appoint and compensate attorneys, paying agencies and corporate trustees in connection with the issuance of any such bonds, notes, evidences of indebtedness or other obligations of the Trust.

(5) To enter into and execute, purchase, lease or otherwise acquire property, real, personal or mixed, contracts, leases, rights, privileges, benefits, choses in actions, or other things of value and to pay for the same in cash, with bonds or other evidences of indebtedness or otherwise.

(6) To make and change investments, to convert real into personal property, and vice versa, to lease, improve, exchange or sell, at public or private sale, upon such terms as they deem proper, and to resell, at any time and as often as they deem advisable, any or all the property in the Trust, real and personal; to borrow money, or renew loans to the Trust, to refund outstanding bonded indebtedness and to execute therefor notes, bonds or other evidences of indebtedness, and to secure the same by mortgage, lien, pledge or otherwise; to purchase property from any person, firm or corporation, and lease land and other property to and from the Beneficiary and construct, improve, repair, extend, remodel and equip facilities thereon and to operate or lease or rent the same to individuals, partnerships, associations, corporations and others, including the United States of America, or the State of Oklahoma and agencies or authorities of the United States of America, or the State of Oklahoma, or of any municipality thereof, and also including all municipal or other political subdivisions of the State of Oklahoma as well as the Beneficiary hereof, and to do all things provided for in Article III of this Trust Indenture, and procure funds necessary for such purpose by the sale of bonds or other evidences of indebtedness by a mortgage, lien, pledge or other encumbrance or otherwise of such real and personal property and facilities owned or otherwise acquired, leased or controlled by Trustees, and by rentals, income, receipts and profits therefrom, or from any other revenues associated with the ownership, operation or control of the property of the Trust; to lease or sublease any property of the Trust or of which the Trustees may become the owners or lessees.

(7) To fix, demand and collect charges, rentals and fees for the services and facilities of the Trust to the same extent as the Beneficiary might do and to discontinue furnishing of services and facilities to any person, firm or corporation, or public instrumentality, delinquent in the payment of any indebtedness to the Trust; to purchase and sell such supplies, goods and commodities as are incident to the operation of its properties.

Appendix 5 - Piedmont Municipal Authority

(8) To make and perform contracts of every kind, including management contracts, with any person, firm, corporation, association, trusteeship, municipality, government or sovereignty; and without limit as to amount to draw, make, accept, endorse, assume, guarantee, account, execute and issue promissory notes, drafts, bills of exchange, acceptances, warranties, bonds, debentures and other negotiable or non-negotiable instruments, obligations and evidences of unsecured indebtedness, or of indebtedness secured by mortgage, deed of trust or otherwise upon any or all income of the Trust, in the same manner and to the same extent as a natural person might do or could do. To collect and receive any property, money, rents or income of any sort and distribute the same or any portion thereof for the furtherance of the authorized Trust purposes set out herein.

(9) To do all other acts in their judgment necessary or desirable, for the proper and advantageous management, investment and distribution of the Trust Estate and income therefrom.

The whole title, legal and equitable, to the properties of the Trust is and shall be vested in the Trustees, as such title in the Trustees is necessary for the due execution of this Trust. Said Trustees shall have and exercise exclusive management and control of the properties of the Trust Estate for the use and benefit of the Beneficiary; but may agree for approval of any or all of its actions and transactions by the governing board of the Beneficiary.

The Trustees may contract for the furnishing of any services or the performance of any duties that they may deem necessary or proper, and pay for the same as they see fit.

The Trustees may select depositories for the funds and securities of this Trust. Temporary Trustee or Trustees or Receiver appointed pursuant to paragraph 6 of Article V hereof may employ special counsel to represent them and such special counsel's compensation shall be paid from revenues of the Trust Estate.

The Trustees may compromise any debts or claims of or against the Trust Estate, and may adjust any dispute in relation to such debts or claims by arbitration or otherwise and may pay any debts or claims against the Trust Estate upon any evidence deemed by the Trustees to be sufficient. The Trustees may bring any suit or actions, which in their judgment is necessary or proper to protect interest of the Trust Estate, or to enforce any claim, demand or contract for the Trust; and they shall defend, in their discretion, any suit against the Trust, or the Trustees or employees, agents or servants thereof. They may compromise and settle any suit or action, and discharge the same out of assets of the Trust Estate, together with court costs and attorneys' fees. All such expenditures shall be treated as expenses of executing this Trust.

No purchaser at any sale or lessee under a lease made by the Trustees shall be bound to inquire into the expediency, propriety, validity or necessity of such sale or lease or to see to or be liable for the application of the purchase or rental moneys arising therefrom.

ARTICLE VIII

BENEFICIARY OF TRUST

(1) The Beneficiary of this Trust shall be the Beneficiary, under and pursuant to Title 60, Oklahoma Statutes 1971, Sections 176 to 180.3 inclusive, as amended and supplemented, and other statutes of the State of Oklahoma presently in force and effect. Trustor now declares that this Trust Indenture shall not be subject to revocation, alteration, amendment, revision,

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modification or termination from and after the date any indebtedness is incurred by the Trustees.

(2) The Beneficiary shall have no legal title, claim or right to the Trust Estate, its income, or to any part thereof or to demand or require any partition or distribution thereof. Neither shall the Beneficiary have any authority, power or right, whatsoever, to do or transact any business for, or on behalf of, or binding upon the Trustees or upon the Trust Estate, nor the right to control or direct the actions of the Trustees pertaining to the Trust Estate, or any part thereof. The Beneficiary shall be entitled solely to the benefits of this Trust, as administered by the Trustees hereunder, and at the termination of the Trust, as provided herein, and then only, the Beneficiary shall receive the residue of the Trust Estate.

ARTICLE IX

TERMINATION OF TRUST

This Trust shall terminate - - -

(1) When the purposes set out in Article III of this instrument shall have been fully executed; or,

(2) In the manner provided by Title 60, Oklahoma Statutes 1971, Section 180. Provided, however, that this Trust shall not be terminated by voluntary action if there be outstanding indebtedness or fixed term obligations of the Trustees, unless owners of such indebtedness or obligations shall have consented in writing to such termination.

Upon the termination of this Trust, the Trustees shall proceed to wind up the affairs of this Trust, and after payments of all debts, expenses and obligations out of the moneys and properties of the Trust Estate to the extent thereof, shall distribute the residue of the money and properties of the Trust Estate to the Beneficiary hereunder. Upon final distribution, the powers, duties and authority of the Trustees hereunder shall cease.

ARTICLE X

The Trustees accept the Trust herein created and provided for, and agree to carry out the provisions of this Trust Indenture on their part to be performed.

IN WITNESS WHEREOF, the Trustor and the Trustees have hereunto set their hands on the day and year indicated.

/s/ Jerry Anduss Trustor

/s/ Jerry Anduss
Trustee

/s/ Virginia Simpson
Trustee

/s/ Willard Every
Trustee

Appendix 5 - Piedmont Municipal Authority

STATE OF OKLAHOMA)
)SS
COUNTY OF CANADIAN)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 2nd day of April, 1973, personally appeared Jerry Anduss to me known to be the person who executed the within and foregoing instruments and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

GIVE UNDER MY HAND AND SEAL the day and year last above written.

/s/ Gary M. Bush

Notary Public

(SEAL)

My commission expires August 9, 1976.

STATE OF OKLAHOMA)
)SS
COUNTY OF CANADIAN)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 2nd day of April, 1973, personally appeared Jerry Anduss, Virginia Simpson and Willard Every, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL, the day and year last above written.

/s/ Gary M. Bush

Notary Public

(SEAL)

My commission expires August 9, 1976.

ACCEPTANCE

KNOW ALL MEN BY THESE PRESENTS:

That the Board of Trustees of the town of Piedmont of Canadian County, Oklahoma, a municipal corporation, hereby accepts the beneficial interest in the Trust created by the within and foregoing Trust Indenture, for and on behalf of said beneficiary in all respects in accordance with the terms of said Trust Indenture.

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AMENDED DECLARATION OF TRUST

OF

THE PIEDMONT MUNICIPAL AUTHORITY

| | |
|---------------|--------------------------------|
| Section I. | Declaration and Covenant. |
| Section II. | Name. |
| Section III. | Purposes. |
| Section IV. | Duration. |
| Section V. | Trust Estate. |
| Section VI. | The Trustees. |
| Section VII. | Powers and Duties of Trustees. |
| Section VIII. | Beneficiary. |
| Section IX. | Termination. |
| Section X. | Partial Ineffectiveness. |
| Section XI. | Covenant. |

Ed. Note: This is the amended declaration of trust for the authority, approved May 28, 1991.

KNOW ALL MEN BY THESE PRESENTS:

SECTION I. DECLARATION AND COVENANT.

The undersigned Trustor hereby contracts with the undersigned Trustees, and the latter, as individuals and not as holders of public office, hereby do declare and covenant, between themselves and unto the Trustor, the State of Oklahoma and the Beneficiary hereinafter described, that they and their successors do and will hold, receive and administer the Trust Estate hereinafter described, as Trustees of a public trust under and pursuant to the laws of the State of Oklahoma now in force and effect (generally, but not exclusively, Sections 176 and 180, inclusive of Title 60, Oklahoma Statutes 1981, and the Oklahoma Trust Act), solely for the use and benefit of said Beneficiary for the public purposes and functions hereinafter set forth, in the manner provided in this instrument, or in the absence of applicable provision herein, then in the manner now provided by law. The aforesaid public trust is created by virtue of the execution of this instrument by the individuals signing the same as the Trustor and initial Trustees hereunder; and neither the acceptance of the beneficial interest hereunder, nor the endorsement hereon of such acceptance, for and on behalf of the designated Beneficiary as provided by law, nor the fact that, at the time of signing this instrument, some or all of the initial Trustees are members of the governing body thereof, shall be deemed or construed to be the creation of a public trust by said Beneficiary or the governing body thereof.

SECTION II. NAME.

The name of this Trust shall be, and the Trustees thereof in their representative fiduciary capacity shall be designated as,

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"THE PIEDMONT MUNICIPAL AUTHORITY"

Under that name, the Trustees shall, so far as practicable, conduct all business and execute all instruments in writing, and otherwise perform their duties and functions, in execution of this Trust.

SECTION III. PURPOSES.

The purposes of this Trust, for and on behalf of the Beneficiary as hereinafter described, are:

(a) To furnish and supply to the inhabitants, owners and occupants of property, and to industrial, commercial and mercantile establishments and enterprises within the corporate limits of the Beneficiary and in territory in reasonably convenient proximity thereto, and to the Beneficiary and any other governmental agencies or endeavors, utility services and facilities for all purposes that the same be authorized or proper as a function of the Beneficiary; and to fix, demand and collect charges, rates and fees for said services and facilities to the same extent as the Beneficiary itself might do; PROVIDED, that the furnishing of any services or facilities to any person delinquent in the payment of any indebtedness whatsoever to the Trust may be discontinued at any time;

(b) To promote the development of industry and culture and industrial, manufacturing, cultural and educational activities within and without the territorial limits of the Beneficiary and to thereby provide industrial and cultural facilities and additional employment and activities which will benefit and strengthen culture and the economy of the Beneficiary and the State of Oklahoma;

(c) For the furtherance of the grater convenience and welfare of the Beneficiary and the inhabitants thereof, to provide and/or to aid in providing and/or to participate in providing to the United States of America, the State of Oklahoma, the Beneficiary, the county or counties in which the Beneficiary is located, the school district and/or districts included in whole or in part, within the limits of the Beneficiary, and/or any agency or instrumentality of either or any of them, or to any one or more of them, facilities and/or services of any and/or all kinds necessary or convenient for the functioning thereof;

(d) To hold, maintain and administer any leasehold rights in and to properties of the Beneficiary demised to the Trustees, and to comply with the terms and conditions of any lease providing said rights;

(e) To acquire by lease, purchase or otherwise, and to hold, construct, install, equip, repair, enlarge, furnish, maintain and operate or otherwise deal with, any and all physical properties and facilities needful or convenient for utilization in executing or promoting the execution of the aforesaid trust purposes or any of them, or which may be useful in securing, developing and maintaining industry and industrial, manufacturing or other activities in the Beneficiary and territory in proximity thereto, or which may be useful in promoting culture and education in the aforesaid area; to lease, rent, furnish, provide, relinquish, sell or otherwise dispose of, or otherwise make provision for, any or all of said properties and facilities either in execution of any of the aforesaid trust purposes or in the event that any thereof shall no longer be needful for such purposes;

(f) To provide funds for the costs of financing, acquiring, constructing, installing, equipping, repairing, remodeling, improving, extending, enlarging, maintaining, operating, administering and disposing of or otherwise dealing with any of the aforesaid physical properties

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and facilities, and for administering the trust for any or all of the aforesaid trust purposes, and for all other charges, costs and expenses incidental thereto; and in so doing to incur indebtedness, either unsecured or secured by any part or parts of the Trust Estate and/or revenues thereof;

(g) To expend all funds coming into the hands of the Trustees, as revenue or otherwise, in the payment of the aforesaid costs and expenses, and in the payment of any indebtedness incurred by the Trustees for the purposes specified herein, and in the payment of any other debt or obligation properly chargeable against the Trust Estate, and to distribute the residue and remainder of such funds to the Beneficiary for the payment of all or any part of the principal and/or interest of any bonded indebtedness of the Beneficiary and/or for any one or more authorized or proper purposes of the Beneficiary as shall be specified by the Trustees hereunder;

(h) Whenever the same shall be or become material, the purposes set forth in paragraphs (a), (b) and (c) of this Section shall be the primary objectives of this Trust and the provisions of paragraphs (d) to (g), inclusive, shall be deemed and construed in implementation thereof and collateral thereto.

For all purposes of this Section, the word "facilities" as used herein means real estate and all privileges, benefits and appurtenances thereto, also buildings, structures, installations, and all physical property whatsoever, and all rights, privileges and benefits appertaining or related thereto.

SECTION IV. DURATION.

This Trust shall have duration for the term of duration of the Beneficiary as hereinafter described, and until such time as the Trust's purposes shall have been fully executed and fulfilled, or until it shall be terminated as hereinafter provided.

SECTION V. TRUST ESTATE.

The Trust Estate shall consist of all money, property (real, personal and/or mixed), rights, choses in action, contracts, leases, privileges, franchises, benefits and all other things of value (whether or not above described), presently in or hereafter coming into the hands, or under the control of the Trustees pursuant to the provisions of this instrument or by virtue of the Trusteeship herein described.

SECTION VI. THE TRUSTEES.

(a) The Trustees of this Trust, except as hereinafter provided, shall, ex officio, be the same persons who currently shall be the acting members of the legally-constituted governing body of the Beneficiary without distinction as to the office held; PROVIDED:

(1) Each undersigned Trustee shall continue as such, unless temporarily replaced pursuant to (d) of this Section, until succeeded and replaced by some other person as an officer of the Beneficiary, above-designated, ex officio be a Trustee and such other person shall have qualified as a Trustee hereunder as provided in (e) of this Section;

(2) Each person who shall become such an above-designated officer of the Beneficiary shall be entitled to qualify as, and to become, a Trustee hereunder and to continue as such, unless temporarily replaced pursuant to (d) of this Section, until succeeded and replaced by some other person as such officer of the Beneficiary and such other person shall have qualified as a Trustee hereunder as provided in (e) of this Section; PROVIDED, that in the event the number

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of persons constituting the governing body of the Beneficiary shall be reduced by or pursuant to applicable law, any person who shall cease to be a member of the governing body of the Beneficiary shall, forthwith, cease to be a Trustee of this Trust; and

(3) All of the legal rights, powers and duties of each Trustee shall terminate when he shall cease to be a Trustee hereunder and all of such legal rights, powers and duties shall devolve upon his successor and successors, with full right and power of the latter to do or perform any act or thing which his predecessor or any predecessor could have done or performed.

(b) Each Trustee qualifying under this instrument shall continue as such until his successor shall have qualified as provided in (e) of this Section.

(c) The determination of the fact of vacancy shall be vested exclusively in the remaining Trustee or Trustees and his or their determination of such fact shall be conclusive; and, in the event that such a vacancy shall be determined to exist, the remaining Trustee or Trustees may fill such vacancy pending qualification, as provided in (e) of this Section, of the person entitled so to do.

(d) The Trustees may contract, in connection with the incurring of any indebtedness or obligation related to the Trust Estate and/or its revenues, or any part of either or both, that Temporary Trustees, residents of the State of Oklahoma, and approved by the District Court of Canadian County, or a Judge of said court, may be appointed to act in place and instead of permanent Trustees in relation to the Trust Estate or any part thereof, in such number that such Temporary Trustees may constitute a majority of the Trustees in relation to the Trust Estate or any part thereof, in the event of a default in the performance of such obligations or the payment of the principal of and interest on any debt incurred in relation to the Trust Estate or any portion thereof or compliance with the terms of any instrument securing such debt or pursuant to which such debt be incurred. Any such contract, if made, shall provide that any such appointment shall designate the permanent Trustee to be so temporarily supplanted. Each such Temporary Trustee so appointed shall, after he shall have qualified as provided in (e) of this Section, supplant in all respects the permanent Trustee so designated in relation to the Trust Estate or that portion thereof for which he as appointed; and, during the term of any such Temporary Trustee, the permanent Trustee so supplanted shall be wholly without authority, duty or liability of any kind in relation to the Trust Estate or said portion thereof, under the terms of this instrument. All Temporary Trustees shall cease to have any power or authority upon the termination of all defaults by which their appointments would have been authorized, and, automatically, the permanent Trustees supplanted shall be reinstated.

(e) All Trustees, and all Temporary Trustees appointed hereunder, shall qualify by written acceptances of all of the terms of this instrument, filed in the office of the Clerk of the Beneficiary, and by subscribing and filing such oaths as shall be required by law of public officers of the State of Oklahoma.

(f) The acceptance of the office of Trustee of this Trust shall not constitute the Trustees hereunder, permanent or temporary, or both, to be in a partnership or association, but each shall be an individual and wholly independent Trustee only.

(g) Notwithstanding any provision of this instrument which shall appear to provide otherwise, no Trustee or Trustees shall have any power or authority to bind or obligate any other Trustee, or the Beneficiary of this Trust, in his or its individual capacity.

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(h) All persons, firms, associations, trusteeships, corporations, municipalities, governments, and all agents, agencies and instrumentalities thereof, contracting with any Trustee or Trustees, permanent or temporary or both, shall take notice that all expenses and obligations, and all debts, damages, judgments, decrees or liabilities incurred by any Trustee or Trustees, permanent or temporary or both, and any of the foregoing incurred by any agent, servant or employee of any such Trustee or Trustees, in the execution of the purposes of this Trust, whether arising from contract or tort, shall be solely chargeable to, and payable out of, the Trust Estate. In no event shall any Trustee, permanent or temporary, or the Beneficiary of this Trust, be in any manner individually liable for any injury or damage to persons or property, or for breach of contract or obligation, caused by, arising from, incident to, or growing out of the execution of this Trust; nor shall they, or any of them, be liable for the acts or omissions of each other or of another such Trustee; PROVIDED, however, that the foregoing shall not apply to any willful or grossly negligent breach of trust of any said Trustee.

SECTION VII. POWERS AND DUTIES OF TRUSTEES.

Subject to, and in full compliance with, all requirements of law, applicable to this Trust or to the Trustees thereof:

(a) The Trustees, in the manner hereinafter set forth, shall do, or cause to be done, all things which are incidental, necessary, proper or convenient to carry fully into effect the purposes enumerated in Section III of this instrument, with the general authority hereby given being intended to make fully effective the power if the Trustees under this instrument; and, to effectuate said purposes, the Trustees are specifically authorized (but their general powers not limited thereby, notwithstanding any specific enumeration or description), in a lawful manner:

(a-1) To enter in and conduct and execute, apply for, purchase or otherwise acquire franchises, property (real or personal), contracts, leases, rights, privileges, benefits, choses in action, or other things of value, and to pay for the same in cash, with bonds or evidences of indebtedness, or otherwise;

(a-2) To own, hold, manage, and in any manner to convey, lease, assign, liquidate, dispose of, compromise or realize upon, any property, contract, franchise, lease, right, privilege, benefit, chose in action, or other thing of value, and to exercise any and all power necessary or convenient with respect to the same;

(a-3) To guarantee, acquire, hold, sell, transfer, assign, encumber, dispose of, and deal in, the stocks, bonds, debentures, shares or evidences of interest or indebtedness in or of any sovereignty, government, municipality, corporation, association, trusteeship, firm or individual, and to enter into and perform any lawful contract in relation thereto, and to exercise all rights, powers and privileges in relation thereto, to the same extent as a natural person might or could do; and the foregoing shall include (without limitation by reason of enumeration), the power and authority to guarantee or assume, out of distributive funds of the Trust, the payment of any part or all of the principal of and/or interest on any bonded indebtedness of the Beneficiary during any part or all of the term of any such bonded indebtedness, and to fully perform any such contract;

(a-4) To enter into, make and perform contracts of every lawful kind or character, including (but not limited to), management contracts, with any person, firm, association, corporation, trusteeship, municipality, government, or sovereignty; and, without limit as to amount, to draw, make, accept, endorse, assume, guarantee, discount, execute and issue, promissory notes, drafts, bills of exchange, acceptances, warrants, bonds, debentures, and any other negotiable or non-

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negotiable or transferable or non-transferable instruments, obligations, and evidences of unsecured or secured indebtedness, and if secured by mortgage, deed of trust, or otherwise, secured by all or any part or parts of the property of the Trust, and to pledge all or any part of the income of the Trust, in the same manner and to the same extent as a natural person might or could do.

(b) The Trustees shall collect and receive all property, money, rents, and income of all kinds belonging to or due the Trust Estate, and shall use the same solely for the purposes, and the furtherance of the purposes, set forth in Section III of this instrument, and not otherwise. Without limiting the foregoing provisions of this paragraph, none of the net earnings or income derived from or accruing to the Trust Estate, nor any part of the Trust Estate, in any instance beyond that necessary to pay the principal of and interest on indebtedness incurred for purposes set forth in Section III of this instrument and to pay the costs and expenses of implementation of said purposes, shall inure to the benefit of any person or entity other than the Beneficiary.

(c) The Trustees shall take and hold title to all property at any time belonging to the Trust in the names of the Trustees or in the name of the Authority and shall have and exercise exclusively the management and control of the same, for the use and benefit of the Beneficiary, as provided herein, in the execution of the purposes of this Trust; and the right of the Trustees to manage, control and administer the said Trust, its property, assets and business shall be absolute and unconditional and free from any direction, control or management by the Beneficiary, or any person or persons whomsoever,

(d) The Trustees may employ such agents, servants and employees as they deem necessary, proper or convenient for the execution of the purposes of this Trust, and prescribe their duties and fix their compensation.

(e) The Trustees may contract for the furnishing of any services or the performance of any duties that the Trustees deem necessary, proper or convenient to the execution of the purposes of this Trust, and shall pay for the same as they see fit to provide in such a contract.

(f) The Trustees, by Resolution, may divide the duties of the Trustees hereunder, delegating all or any part of such duties to one or another of the Trustees as they deem proper; but, where a specific duty is not so delegated, a majority of the Trustees must act for the Authority.

(g) The Trustees shall, in the name of the Trust as hereinabove set forth, or in their names as Trustees, bring any suit or action, which, in their judgment, shall be necessary or proper to protect the interests of the Trust, or to enforce any claim, demand or contract for the Trust or for the benefit of the Trust; and they shall defend, in their discretion, any action or proceeding against the Trust or the Trustees or agents, servants or employees thereof. And the Trustees are expressly authorized, in their discretion, to bring, enter, prosecute, or defend any action or proceeding in which the Trust shall be interested and to compromise any such action or proceeding and discharge the same out of the Trust property and assets; and the Trustees also are expressly authorized to pay or transfer out of the Trust property or assets such money or property as shall be required to satisfy any judgment or decree rendered against them as Trustees, or against the Trust, together with all costs, including court costs, counsel and attorneys' fees, and also to pay out of the Trust property and assets such sums of money, or transfer appropriate property or assets of the Trust, for the purpose of settling, compromising, or adjusting any claim, demand, controversy, action or proceedings, together with all costs and expenses connected therewith; and all such expenditures and transfers shall be treated as proper expenses of executing the purposes of this Trust.

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(b) No bond shall be required of the Trustees, or any of them, unless they shall deem the same proper and shall provide therefor by Resolution.

(i) All proceedings of the Trustees shall be taken in public meeting only, and the Trustees shall make, or cause to be made, a written record of all of their proceedings. All records of the Trust shall be subject to inspection during customary business hours as are public records of the Beneficiary.

(j) At their first meeting, the Trustees shall designate the principal office of the Trust; and they also shall designate the time and place for regular meetings of the Trustees. The time and place of regular meetings shall not be changed unless at a meeting where all incumbent Trustees are present. No notice shall be required for the holding of regular meetings of the Trustees. Special meetings may be held upon such call as shall be fixed by Resolution of the Trustees adopted at a meeting where all incumbent Trustees are present. The Trustees shall cause to be filed, in all places where this instrument is recorded, a certificate designating the principal office of the Trust and the time and place of regular meetings of the Trustees; and any changes therein shall be filed for record in like manner.

SECTION VIII. BENEFICIARY.

(a) The term "Beneficiary", as used in this instrument, shall denote the incorporated

CITY OF PIEDMONT,

State of Oklahoma and likewise shall denote any municipal entity which hereafter may succeed said incorporated City as the governing authority of the territory lying within the municipal boundaries of said incorporated City on the effective date of this instrument.

(b) The Beneficiary shall have no legal claim or right to the Trust Estate, or to any part thereof, against the Trustees or anyone holding under them; neither shall the Beneficiary, as such, have any authority, power or right whatsoever to do or transact any business whatsoever for or on behalf of, or binding upon, the Trustees or the Trust Estate; neither shall the Beneficiary have the right to control or direct the actions of the Trustees in respect of the Trust Estate, or any part thereof; nor shall the Beneficiary have any right to demand or require any partition or distribution of the Trust Estate, or any part thereof. The Beneficiary shall be entitled solely to the benefits of this Trust, as administered by the Trustees hereunder, and at the termination of the Trust, as provided herein, and then only, the Beneficiary shall receive the residue of the Trust Estate. Notwithstanding anything in the aforesaid appearing to be to the contrary, no provision in this instrument and/or of the Acceptance of Beneficial Interest thereunder by the governing body of the said Beneficiary, limiting, restricting or denying any authority, power, or right of the Beneficiary of said Trust in relation to the administration thereof is intended, or shall be construed or interpreted, to effect a surrender, or to attempt to effect a surrender, of any of the sovereign governmental powers of the State of Oklahoma or of the Beneficiary; but any and all provisions of this trust instrument are intended, and shall be applied, to relate solely and only to the proprietary rights and property interests of the said beneficiary, in trust, as distinguished from its sovereign governmental powers and authority. Moreover, it further is agreed that nothing contained in this Amendment to Trust Indenture and/or in the Acceptance of Beneficial Interest thereunder shall be construed, interpreted or applied as intending to grant, or to grant to the Trustees hereunder an exclusive franchise in relation to any powers, rights or authority of the Trustees under this trust instrument.

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SECTION IX. TERMINATION.

(a) This Trust shall be irrevocable by the Trustor and shall terminate:

(1) When the purposes set forth in Section III of this instrument shall have been fully executed and fulfilled; or

(2) In the event of the happening of any event or circumstance that would prevent said purposes from being executed and fulfilled and all of the Trustees and the governing body of the municipality having beneficial interest hereunder, with the approval of the Governor of the State of Oklahoma, shall agree that such event or circumstance has taken place; provided, however, that all indebtedness of the Trust shall have been paid; or

(3) In the manner provided by Title 60, Section 180, Oklahoma Statutes 1981; provided, however, that this Trust shall not be terminate be voluntary action if there by outstanding indebtedness or fixed-term obligations of the Trustees, unless all owners of such indebtedness or obligations, or someone authorized by them so to do, shall have consented in writing to such termination.

(b) Upon the termination of this Trust, the Trustees shall proceed to wind up the affairs of the Trust, and, after payment of all debts and obligations out of Trust assets, to the extent thereof, shall distribute the residue of the Trust assets to the Beneficiary hereunder as provided in Section III of this instrument. Upon final distribution as aforesaid, the powers, duties and authority of the Trustees hereunder shall cease.

SECTION X. PARTIAL INEFFECTIVENESS.

The invalidity or ineffectiveness for any reason of any one or more words, phrases, clauses, paragraphs, subsections or sections of this instrument shall not affect the remaining portions hereof so long as such remaining portions shall constitute a rational instrument. Any such invalid or ineffective portion was inserted conditionally upon its being valid and effective only, and this instrument shall be construed as though such invalid or ineffective portion had not been inserted herein.

SECTION XI. COVENANT.

The provisions hereof shall be binding upon the undersigned, their heirs, executors, administrators, and assigns. The provisions of this "Amendment to Trust Indenture of Piedmont Municipal Authority" shall supplant in all respects each and every of the provisions of the "Trust Indenture" providing for the public trust known as "Piedmont Municipal Authority" dated April 2, 1973 and recorded in the office of the County Clerk of Canadian County, Oklahoma, in Book 536 at pages 694 and following to the same extent and effect as if all of the words and figures in this instrument were included in said instrument of April 2, 1973, as of the date thereof.

IN WITNESS WHEREOF, we have hereunto set our hands, executing this Amendment to Trust Indenture in several multiple originals, all of which constitute one and the same instrument, this 28 day of May, 1991.

Appendix 5 - Piedmont Municipal Authority

(Signed)

TRUSTEES

ATTEST:

/s/ Mae Cleaton
Town Clerk

(SEAL)

Appendix 5 - Piedmont Municipal Authority

Appendix 6 - Cable Television

APPENDIX 6

CABLE TELEVISION

Ord. No. 160 as amended by Ord. No. 242, 5/27/86, sets out regulations and provisions related to cable service and selection of cable permittee in the city. Permit issued by the city council 5/27/86 grants a revocable permit to Oklahoma Cable Systems for 25 years to conduct cable service in the city. Copies are on file in the office of the city clerk.

Appendix 6 - Cable Television

Appendix 7 - State Laws

APPENDIX 7

PROVISIONS OF SELECTED STATE STATUTES APPLICABLE TO CITY

Appendix 7 - State Laws

STATE LAWS

APPENDIX

**PROVISIONS OF SELECTED STATE STATUTES
APPLICABLE TO THE CITY
(FROM TITLE 11 OF THE OKLAHOMA STATUTES, CITIES AND TOWNS)**

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ARTICLE VIII

OFFICERS - GENERAL PROVISIONS

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ARTICLE VIII

OFFICERS - GENERAL PROVISIONS

SECTION 8-101. QUALIFICATIONS FOR ELECTED OFFICE

A municipal elected official shall be a resident and a registered voter of the municipality in which he serves, and all councilmembers or trustees from wards shall be actual residents of their respective wards. If an elected official ceases to be a resident of the municipality, he shall thereupon cease to be an elected official of that municipality.

SECTION 8-102. TERM OF OFFICE

Unless otherwise provided for by law, the term of office of an elected municipal official shall be four (4) years. The term of office of an elected official shall begin at 12:00 noon on the second Monday following the general municipal election, and such official shall serve until his successor is elected and qualified. If a newly elected official does not qualify within thirty (30) days after his term of office begins, the office shall become vacant and shall be filled in the manner provided by law. In order to complete the unexpired term, the office of an official who is holding over shall be filled at the next general election in compliance with the provisions of Sections 16-101 through 16-213 of this title. (Amended 11/1/84)

SECTION 8-103. OATH OF OFFICE

Any officer, elected or appointed, before entering upon the duties of his office, shall take and subscribe to the oath or affirmation of office prescribed by the Oklahoma Constitution. The oath or affirmation shall be filed in the office of the municipal clerk.

SECTION 8-104. WHO MAY ADMINISTER OATHS

All officers authorized by state law, the mayor, the municipal clerk, the city manager, the municipal judge or judges and such other officers as the municipal governing body may authorize, may administer oaths and affirmations in any matter pertaining to the affairs and government of the municipality.

SECTION 8-105. CERTAIN OFFICERS TO GIVE BOND

The municipal governing body shall require the municipal treasurer, and any other officers and employees as the governing body may designate by ordinance, to give bond for the faithful performance of his duties within ten (10) days after his election or appointment, in such amount and form as the governing body shall prescribe. The municipality shall pay the premiums on such bonds.

SECTION 8-106. NEPOTISM - DUAL OFFICE HOLDING

No elected or appointed official or other authority of the municipal government shall appoint or elect any person related by affinity or consanguinity within the third degree to any governing body member or to himself or, in the case of a plural authority, to any one of its members to any office or position of profit in the municipal government. The provisions of this section shall not prohibit an officer or employee already in the service of the municipality from continuing in such service or from promotion therein. A person may hold more than one office or position in a municipal government as the governing body may ordain. A member of the governing body shall not receive compensation for service in any municipal office or position other than his elected office. (Amended 11/1/84)

SECTION 8-107. REMOVAL OF OFFICERS

A municipal elected official may be removed from office for any cause specified by applicable state law for the removal of officers, and by the method or methods prescribed thereby.

SECTION 8-108. ABSENCE FROM GOVERNING BODY MEETINGS

Whenever a member of the municipal governing body is absent from more than one-half of all meetings of the governing body, regular and special, held within any period of four (4) consecutive months, he shall thereupon cease to hold office.

SECTION 8-109. VACANCIES IN OFFICE

A. When a vacancy occurs in an office of an elected municipal official except the mayor, the governing body shall appoint, by a majority vote of the remaining members, a person to fill the vacancy until the next general municipal election, or the next biennial town meeting if the municipality is subject to the Oklahoma Town Meeting Act, Section 16-301 et seq. of this title, and to serve until a successor is elected and qualified. Any vacancy shall then be filled at the next general municipal election or biennial town meeting by election of a person to complete the balance of any unexpired term. If the vacancy has not been filled within sixty (60) days after it occurs, the governing body shall call for a special election or a special town meeting for the purpose of filling the vacancy for the duration of the unexpired term unless said vacancy occurs or said election would occur within one hundred twenty (120) days prior to the first day of the filing period for the next general municipal election or within one hundred twenty (120) days prior to the next biennial town meeting. If a vacancy is not filled by the special election or at a special town meeting, it shall be filled by appointment as provided for in this subsection.

B. If a majority of the offices of a governing body are become vacant more than sixty (60) days before the beginning of a regular filing period for general municipal elections or more than sixty (60) days before the biennial town meeting, the remaining members of the governing body shall call for a special election or a special town meeting, if the municipality is subject to the Oklahoma Town Meeting Act, to be held as soon as possible in the municipality for the purpose of filling all vacant offices for the remainder of their unexpired terms if the election or town meeting can be held more than sixty (60) days before the beginning of the filing period for the general election or more than sixty (60) days before the next biennial town meeting. The remaining members of the governing body may pay claims in accordance with Section 17-102 of this title and, when necessary to avoid financial loss or injury to a person or property, may take any action otherwise authorized for the governing body except the enactment of an ordinance.

C. If all the offices of the governing body become vacant, the municipal clerk or acting municipal clerk shall be the interim mayor until a member of the governing body is elected and qualified. If there is no municipal clerk or acting municipal clerk in office, the municipal treasurer shall serve as interim mayor and acting municipal clerk. If there is no municipal officer in office, the Governor may appoint a registered voter of the municipality as interim mayor and acting municipal clerk. The appointed interim mayor shall give bond for the faithful performance of his duties within ten (10) days after his appointment. The municipality shall pay the premium on the bond.

D. The interim mayor shall exercise the authority of the governing body for only those purposes set out in this section.

I. Within five (5) days of the occurrence of the last vacancy, the interim mayor shall call a special election or a special town meeting, if the municipality is subject to the provisions of the Oklahoma Town Meeting Act, for the purpose of filling the unexpired terms in accordance with subsection B of this section. If all of the offices of the governing body become vacant sixty (60) days or less before the beginning of a regular filing period for general elections or sixty (60) days or less before the next biennial town meeting, the interim mayor shall call the regular general election or the biennial town meeting, whichever is appropriate. If the interim mayor fails or refuses to call an election or town meeting, whichever is appropriate, the board of county commissioners of the county in which the municipality is located shall call the election or town meeting. The county sheriff, or his deputy, shall attend any town meeting called by the board of county commissioners and, if the interim mayor fails

to conduct the meeting, shall moderate the meeting. The interim mayor or the sheriff or deputy who is moderating the meeting is authorized to appoint a registered voter of the municipality to take the minutes of the meeting. If the vacancies are not filled by the election or town meeting called for the purpose, the Governor may appoint registered voters of the municipality to fill the vacancies without regard to wards for the balance of the unexpired term.

2. The interim mayor may pay claims in accordance with subsection C of Section 17-102 of this title. The interim mayor shall submit a list of such payments to the governing body of the municipality no later than the second regular meeting after the vacancies are filled.

E. To be eligible for appointment to fill a vacancy in an elected municipal office a person must meet the same qualifications required for filing a declaration for candidacy for that office. (Amended 1989)

SECTION 8-110. METHOD OF CITY OFFICIAL BECOMING CANDIDATE FOR COUNTY OR STATE OFFICE

Any member of a city governing body, the city clerk, and the city marshal, may not, unless he resigns from the office held by him, be eligible to become a candidate for a county or state office. This provision shall not apply to any municipality governed by charter, nor to incorporated towns.

SECTION 8-111. ABSTINENCE IN VOTING IN CERTAIN MEETINGS

If a member of the governing body of a municipality abstains from voting, he shall be deemed to have cast a negative vote, which shall be recorded in the minutes. (Added, 11/1/84)

SECTION 8-112. RESIGNATION OF MUNICIPAL OFFICER

A municipal officer may resign by submitting his written resignation to the governing body of the municipality, to the remaining members of the municipal governing body if some positions are vacant, to the interim mayor or, if all positions of the governing body will become vacant upon the resignation, to the board of county commissioners of the county in which the municipality is located. Delivery of the written resignation to the governing body during a public meeting of such body or to the municipal clerk by mail or personal delivery during regular office hours shall constitute submission of the resignation to the municipal governing body. Delivery of the written resignation to the board of county commissioners during a public meeting of the commissioners or to the county clerk by mail or hand delivery during regular office hours shall constitute submission of the resignation to the board of county commissioners. A resignation submitted by a municipal officer may be withdrawn in writing at any time prior to the effective date stated in the resignation. If no effective date is stated, the resignation shall be effective immediately. Acceptance by the governing body shall not be required for the resignation to be effective. (Amended 1988)

SECTION 8-113. CERTAIN OFFICERS AND EMPLOYEES PROHIBITED FROM CONDUCTING CERTAIN BUSINESS WITH MUNICIPALITY - VIOLATIONS

A. Except as otherwise provided by this section, no municipal officer or employee, or any business in which said officer, employee, or spouse of the officer or employee has a proprietary interest, shall engage in:

1. Selling, buying, or leasing property, real or personal, to or from the municipality;
2. Contracting with the municipality; or

3. Buying or bartering for or otherwise engaging in any manner in the acquisition of any bonds, warrants, or other evidence of indebtedness of the municipality.

B. For purposes of this section, "employee" means any person who is employed by a municipality more than ten (10) hours in a week for more than thirteen (13) consecutive weeks and who enters into, recommends or participates in the decision to enter into any transaction described in subsection A of this section. Provided that any person who receives wages, reimbursement for expenses, or emoluments of any kind from a municipality, any spouse of such person, or any business in which such person or spouse has a proprietary interest shall not buy or otherwise become interested in the transfer of any surplus property of a municipality or a public trust of which the municipality is beneficiary unless such surplus property is offered for sale to the public after notice of the sale is published.

C. For purposes of this section, "proprietary interest" means ownership of more than twenty-five percent (25%) of the business or of the stock therein or any percentage which constitutes a controlling interest but shall not include any such interest held by a blind trust.

D. Any person convicted of violating the provisions of this section shall be guilty of a misdemeanor. Any transaction entered into in violation of the provisions of this section is void. Any member of a governing body who approves any transaction in violation of the provisions of this section shall be held personally liable for the amount of said transaction. (Amended 3/5/85)

State Laws Appendix - Provisions of Selected State Statutes

ARTICLE XIII

MUNICIPAL CHARTERS

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| 13-101 | Municipalities May Adopt Charter |
| 13-102 | Procedure for Adopting Charters - Petition or Governing Body Resolution |
| 13-103 | Election on Question and Board of Freeholders |
| 13-104 | Canvassing Returns - Certification of Results |
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| 13-109 | Charter Controls over Conflicting Laws |
| 13-110 | Payment of Expenses for Framing and Adopting Charter |
| 13-111 | Charter Amendments - Procedure |
| 13-112 | Revocation or Abolishment of Charter - Adopting Statutory Form - Procedure |
| 13-113 | Charter Revocation - Canvassing Returns - Proclamation of Governor - Election of Officers |
| 13-114 | Special Charter Provisions Relating to Abandonment of Municipal Charters |

ARTICLE XIII

MUNICIPAL CHARTERS

SECTION 13-101. MUNICIPALITIES MAY ADOPT CHARTER

Any city or town containing a population of two thousand (2,000) inhabitants or more, as shown by the latest federal census or other census recognized by the laws of Oklahoma, may frame a charter for its own government.

SECTION 13-102. PROCEDURE FOR ADOPTING CHARTERS - PETITION OR GOVERNING BODY RESOLUTION

The mayor of an incorporated municipality shall issue an order calling for an election on the question of whether or not the municipality shall frame a charter for its own government and elect a board of freeholders to prepare the charter when:

1. A petition signed by not less than twenty-five percent (25%) of the registered voters of the municipality, as shown by the preceding general election, is filed with the governing body; or
2. The governing body, by resolution, so directs.

The order calling for the election shall be issued within ten (10) days after a petition has been filed with the governing body or within ten (10) days after the date of the governing body resolution.

SECTION 13-103. ELECTION ON QUESTION AND BOARD OF FREEHOLDERS

The election on the question and board of freeholders shall be held at a general or special election to be held in the municipality within thirty (30) days after the order calling for the election. Notice of the election shall be given in the manner required for municipal elections. The question submitted to the registered voters of the municipality shall be substantially in the following form:

Shall the _____ (City or Town) of _____ frame a charter for its own government?

- Yes.
 No.

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The board of freeholders, which is to be voted on in the same election, shall consist of two qualified electors from each ward in the municipality. The freeholders shall be elected by the registered voters of the respective wards. The two candidates receiving the highest number of votes in each ward shall be elected as members of the board of freeholders. The ballot shall be substantially in the following forms:

For Freeholder from Ward One
(Vote for Two)

_____ Name of candidate for freeholder

_____ Name of candidate for freeholder.

SECTION 13-104. CANVASSING RETURNS - CERTIFICATION OF RESULTS

The county election board shall canvass the returns and the secretary of the board shall, within five (5) days after the canvass of the returns of the election, certify the results to the municipal governing body. If a majority of the votes cast on the question are in favor of framing a charter for the municipality, the board shall tabulate the votes on the election of freeholders and declare the results in the certification to the governing body.

SECTION 13-105. PREPARATION OF CHARTER

The board of freeholders shall prepare a charter for the municipality within ninety (90) days after their election. The charter shall be consistent with and subject to the Oklahoma Constitution and shall not be in conflict with the Constitution and laws relating to the exercise of initiative and referendum. The proposed charter shall be signed in duplicate by at least a majority of the freeholders. One copy of the proposed charter shall be given to the mayor and the other shall be given to the county clerk of the county in which the situs of the municipality is located.

SECTION 13-106. NOTICE OF CHARTER ELECTION

Within twenty (20) days after receipt of the proposed charter from the board of freeholders, the governing body shall publish the proposed charter and an announcement of the date for the charter election in a newspaper of general circulation within the municipality for at least twenty-one (21) days, if in a daily paper, or in three (3) consecutive issues, if in a weekly paper. The date for the charter election shall not be less than twenty (20) days nor more than thirty (30) days after the last publication.

SECTION 13-107. CHARTER ELECTION - CERTIFICATION OF RESULTS - APPROVAL BY GOVERNOR

The question of whether or not the municipality shall adopt the proposed charter shall be submitted to the registered voters of the municipality at a general or special election. If a majority of the votes cast, as certified by the secretary of the county election board, are in favor of adopting the charter, the charter shall then be certified by the mayor of the municipality and authenticated by the seal of the municipality. The submission to and approval by the registered voters shall be set forth on the charter. The charter shall then be submitted to the Governor for his approval, and the Governor shall approve the charter if it is not in conflict with the Constitution and laws of Oklahoma. Upon his approval, the charter shall become the organic law of the municipality and supersede any existing charter and all ordinances in conflict with it.

SECTION 13-108. DEPOSIT OF COPIES FOR RECORD - JUDICIAL NOTICE

After the approval of the charter by the Governor, duplicate copies shall be made and one shall be deposited in the office of the Secretary of State, and the other, after being recorded in the office of the county clerk of the county in which the situs of the municipality is located, shall be deposited in the archives of the municipality. Thereafter the charter shall be judicially noticed in all court proceedings.

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SECTION 13-109. CHARTER CONTROLS OVER CONFLICTING LAWS

Whenever a charter is in conflict with any law relating to municipalities in force at the time of the adoption and approval of the charter, the provisions of the charter shall prevail and shall operate as a repeal or suspension of the state law or laws to the extent of any conflict.

SECTION 13-110. PAYMENT OF EXPENSES FOR FRAMING AND ADOPTING CHARTER

All charter election expenses shall be paid by the municipality. The municipality may provide for the payment of the expenses incurred by the board of freeholders in the framing of the charter.

SECTION 13-111. CHARTER AMENDMENTS - PROCEDURE

Amendments to a municipal charter may be proposed by:

1. An initiative petition, signed by a number of the registered voters residing in the municipality equal to at least twenty-five percent (25%) of the total number of votes cast at the preceding general election. Charter amendments proposed by initiative petition shall be governed in all respects by the provisions of Sections 15-101 through 15-110 of this title; or

2. A resolution of the municipal governing body. Notice of charter amendments proposed by resolution and the election on them shall be in the same manner provided for adoption of municipal charters as set forth in Section 13-106 and 13-107 of this title. If a majority of the votes cast in the election on the charter amendments, as certified by the secretary of the county election board, are in favor of adopting the proposed amendments to the charter, the charter shall be so amended, certified and authenticated by the mayor, and submitted to the Governor for his approval. The Governor shall approve the charter amendments if they are not in conflict with the Constitution and laws of Oklahoma. Upon his approval, the charter as amended shall become the organic law of the municipality and supersede any existing charter and all ordinances in conflict with it. The charter amendments shall be filed and recorded in the same manner provided for filing of municipal charters.

SECTION 13-112. REVOCATION OR ABOLISHMENT OF CHARTER - ADOPTING STATUTORY FORM - PROCEDURE

A proposal to revoke or abolish the charter of a municipality shall be made in the same manner provided for charter amendments and shall include the proposed statutory form of municipal government to be adopted when the charter is revoked, unless the proposal includes the adoption of a new charter in lieu of the existing charter. The question to be submitted to the registered voters of the municipality shall be substantially in the following form:

Shall the (City or Town) of _____ revoke the charter under which it is now operating, and adopt and be governed under the statutory _____ (name of proposed statutory form) form of municipal government as provided by laws of Oklahoma?

- Yes.
 No.

SECTION 13-113. CHARTER REVOCATION - CANVASSING RETURNS - PROCLAMATION OF GOVERNOR - ELECTION OF OFFICERS

The secretary of the county election board shall, within five (5) days after the canvass of the returns of the election, certify to the Governor the results of the vote on the question. If a majority of the votes cast are in favor of revoking the charter, the Governor, within twenty (20) days after receiving the certification, shall issue a proclamation stating that the municipality has revoked its charter and adopted the statutory form of municipal government specified in the question. The proclamation of the Governor shall also direct the governing body of the municipality to divide the municipality into the number of wards required and to hold primary and general elections in the manner provided by the statutory form of government which has been adopted. From the date of the Governor's proclamation, the charter of the municipality shall be revoked, and the municipality shall be governed under the laws relating to the statutory form of government which the municipality has adopted.

SECTION 13-114. SPECIAL CHARTER PROVISIONS RELATING TO ABANDONMENT OF MUNICIPAL CHARTERS

Where a municipality has adopted a charter containing a special provision to the effect that at the expiration of a specified period after the adoption of the charter the governing body may submit to the registered voters of the municipality the question of whether or not the charter shall be abandoned and the municipality governed under a statutory form of government, and the specified time has expired and the governing body has failed to submit the question, then the question shall be submitted to the registered voters at the next election which may be held in the municipality. The secretary of the county election board shall submit the question substantially in the language of the charter provision. If a majority of the votes cast, as certified by the secretary of the county election board, are in favor of abandoning the charter and adopting a statutory form, the results of the election shall be certified to the Governor in the manner provided for revocation of charters.

ARTICLE XIV

MUNICIPAL ORDINANCES

Section

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| 14-101 | Municipal Ordinances - Authority |
| 14-101.1 | Rent Control - Prohibition |
| 14-102 | Ordinances - Procedure Governing Passage |
| 14-103 | Effective Date of Municipal Ordinances - Emergency Measures |
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| 14-107 | Publication by Title and Condensed Summary of Certain Codes and Ordinances; Adoption and Enforcement of Certain Building Codes |
| 14-108 | Codification of Municipal Ordinances |
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| 14-110 | Notice and Filing of Penal Ordinance Compilations - Judicial Notice |
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ARTICLE XIV

MUNICIPAL ORDINANCES

SECTION 14-101. MUNICIPAL ORDINANCES - AUTHORITY

The municipal governing body may enact ordinances, rules and regulations not inconsistent with the Constitution and laws of Oklahoma for any purpose mentioned in Title 11 of the Oklahoma Statutes or for carrying out their municipal functions. Municipal ordinances, rules or regulations may be repealed, altered or amended as the governing body ordains.

SECTION 14-101.1 RENT CONTROL - PROHIBITION

A. No municipal governing body may enact, maintain, or enforce any ordinance or resolution which regulates the amount of rent to be charged for privately owned, single-family or multiple unit residential or commercial rental property.

B. This section shall not be construed to prohibit any municipality or any authority created by a municipality for that purpose from:

1. Regulating in any way property belonging to that municipality or authority;
2. Entering into agreements with private persons which regulate the amount of rent charged for subsidized rental properties; or
3. Enacting ordinances or resolutions restricting rent for properties assisted with federal Community Development Block Grant Funds. (Added 1988)

SECTION 14-102. ORDINANCES - PROCEDURE GOVERNING PASSAGE

All proposed ordinances of a municipality shall be considered at a public meeting of the council or board of trustees. A vote of a majority of all the members of the council or board of trustees shall be required for the final passage of an ordinance.

SECTION 14-103. EFFECTIVE DATE OF MUNICIPAL ORDINANCES - EMERGENCY MEASURES

Every ordinance except an emergency ordinance shall go into effect thirty (30) days after its final passage unless it specifies a later date. An emergency measure necessary for the immediate preservation of peace, health, or safety shall go into effect upon its final passage unless it specifies a later date. Such an emergency measure must state in a separate section the reasons why it is necessary that the measure become effective immediately. The question of emergency must be ruled upon separately and approved by the affirmative vote of at least three-fourths (3/4) of all the members of the governing body of the municipality. (Amended 11/1/84)

SECTION 14-104. STYLE OF ORDINANCES - TITLE AND SUBJECT - ENACTING CLAUSE

An ordinance may contain only one subject and the subject shall be expressed in its title. The enacting clause of all ordinances passed by a municipal governing body shall be:

1. "Be it ordained by the Council of the City of _____", for city ordinances; or
2. "Be it ordained by the Board of Trustees of the Town of _____", for town ordinances.

The enacting clause of ordinances proposed by the voters under their power of initiative shall be "Be it ordained by the People of the _____ (City or Town) of _____".

SECTION 14-105. ORDINANCE BOOK - ENTRIES

Every ordinance enacted by a municipal governing body shall be entered in an ordinance book immediately after its passage. The entry shall contain the text of the ordinance and shall state the date of its passage, the page of the journal containing the record of the final vote on its passage, the name of the newspaper in which the ordinance was published, and the date of the publication. Compilations or codes of municipal law or regulations need not be enrolled in full in the book of ordinances, but the ordinance adopting by reference or enacting such compilation or code shall be entered and a copy of the compilation or code shall be filed and kept in the office of the municipal clerk. (Amended 11/1/84)

SECTION 14-106. PUBLICATION OF ORDINANCES

No ordinance having any subject other than the appropriation of monies shall be in force unless published or posted within fifteen (15) days after its passage. Every municipal ordinance shall be published at least once in full, except as provided in Section 14-107 of this title.

When publishing the ordinance, the publisher or managing officer of the newspaper shall prefix to the ordinance a line in brackets stating the date of publication as "Published _____", giving the month, day, and year of publication. (Amended 11/1/84)

SECTION 14-107. PUBLICATION BY TITLE AND CONDENSED SUMMARY OF CERTAIN CODES AND ORDINANCES; ADOPTION AND ENFORCEMENT OF CERTAIN BUILDING CODES

A. If a municipal governing body enacts or adopts by reference ordinances which are compilations or codes of law or regulations relating to traffic, building, plumbing, electrical installations, fire prevention, inflammable liquids, milk and milk products, protection of the public health, or other matters which the municipality has the power to regulate, such ordinances are not required to be published in full. Legal publication of these ordinances may be by publishing the title and a condensed gist or summary of their contents in the manner provided by Section 14-106 of this title. At least one copy of these ordinances shall be kept in the office of the municipal clerk for public use, inspection, and examination. The municipal clerk shall keep copies of the ordinances, code, or compilations for distribution or sale at a reasonable price.

B. A municipality which adopts building standards shall adopt and enforce one of the following codes:

1. The BOCA Basic Building Code of the Building Officials and Code Administrators International, Incorporated; or
2. The Uniform Building Code of the International Conference of Building Officials; or
3. The Southern Standard Building Code of the Southern Building Code Congress, International, Incorporated; or
4. The Code for Energy Conservation in New Building Construction prepared by the National Conference of States on Building Codes and Standards, Inc. (NCSBCS); or
5. Any other code which the governing body deems desirable to promote safety, energy efficiency, health, and welfare within the municipality.

C. Ordinances which are passed by the governing body with an emergency clause attached are not required to be published in full, but may be published by title only in the manner provided by Section 14-106 of this title. (Amended, effective 11/1/84)

SECTION 14-108. CODIFICATION OF MUNICIPAL ORDINANCES

A. The governing body of a municipality may, from time to time, authorize a codification of its ordinances. Such a code may be kept up to date by use of a loose-leaf system and process of amendment. In a code

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of municipal ordinances, the title, enacting clauses and emergency sections may be omitted and temporary and special ordinances and parts of ordinances may also be omitted. Permanent and general ordinances and parts of ordinances which are to be repealed by the code shall be omitted from the code. The ordinances and parts of ordinances included in the code may be revised, rearranged, renumbered, and reorganized into some systematic arrangement. The governing body may publish in connection with the code new matter, provisions of state law relating to the municipality, a history of the municipality, the history of the municipal government, the names of officials and other informational matter as the governing body may decide. The book or pamphlet containing the code may also contain an index and forms and instructions as the governing body may decide.

B. At least three copies of the code shall be kept in the office of the municipal clerk for public use, inspection and examination. The municipal clerk shall keep copies of the code for distribution or sale at a reasonable price.

C. Notice of the publication of the code shall be in the manner provided for publication by title of certain codes and ordinances in subsection A of Section 14-107 of this title.

SECTION 14-109. MANDATORY COMPILATION OF PENAL ORDINANCES

The penal ordinances of every municipality shall be compiled and published in a permanent form, either printed or typed, periodically, but not less than once each ten (10) years. Each municipality shall also publish biennial supplements to the permanent volume of compiled penal ordinances. No municipal ordinance shall be enforced if it is not reflected in such a permanent volume or supplement if the ordinance was adopted before the latest compilation or supplement. A codification of municipal ordinances which includes all penal ordinances is sufficient for complying with this compilation requirement if the code is issued as a permanent volume with biennial supplements and if the procedures for filing and notice, as outlined in Section 14-110 of this title, have been complied with. Provided, further, the ten-year codification requirement shall be satisfied if the code complies with the compilation requirement and the biennial supplements are made a part of the permanent volume which are maintained in permanent form either bound or in a loose-leaf form. (Amended 1989)

SECTION 14-110. NOTICE AND FILING OF PENAL ORDINANCE COMPILATIONS - JUDICIAL NOTICE

When a municipality has compiled and published its permanent volume or biennial supplement of penal ordinances, the governing body of the municipality shall adopt a resolution notifying the public of the publication. A copy of the resolution shall be filed in the office of the county clerk in each county in which the municipality is located. The county clerk shall assign the filed resolution a book and page number. At least one copy of the permanent volume and each biennial supplement shall be deposited free of cost by the municipality in the county law library of each county wherein the municipality is located, and receipt of same shall be duly noted in writing by the county librarian. A copy of the receipt may be filed with the county clerk who shall then assign a book and page number. The permanent volume or biennial supplement of compiled penal ordinances shall be available for purchase by the public at a reasonable price. Ordinances which have been compiled and filed in accordance with this section shall be judicially noticed in all court proceedings. Provided, a court may consider a book and page reference of the county clerk's filings as satisfactory proof of compliance so that judicial notice may be taken of an ordinance. (Amended 1989)

SECTION 14-111. ENFORCEMENT AND PENALTIES FOR VIOLATION OF MUNICIPAL ORDINANCES

A. The governing body of a municipality may provide for enforcement of its ordinances and establish fines, penalties, or imprisonment, as authorized by subsections B through D of this section, for any offense in violation of its ordinances, which shall be recoverable with costs of suit. The governing body may provide that any person fined for violation of a municipal ordinance, who is financially able but refuses or neglects to pay the fine or costs, may be compelled to satisfy the amount owed by working on the streets, alleys, avenues, areas, and public grounds of the municipality, subject to the direction of the street commissioner or other proper officer, at a rate per day as the governing body may prescribe by ordinance, but not less than Five Dollars (\$5.00) per day for useful labor, until the fine or costs are satisfied.

B. Cities having a municipal criminal court of record may enact ordinances prescribing maximum fines of Five Hundred Dollars (\$500.00) and costs or imprisonment not exceeding ninety (90) days or both the fine and imprisonment, but shall not have authority to enact any ordinance making unlawful an act or omission declared by state statute to be punishable as a felony. Provided, that cities having a municipal criminal court of record may enact ordinances prescribing maximum fines of One Thousand Dollars (\$1,000.00) and costs or imprisonment not exceeding ninety (90) days or both such fine and imprisonment for violations of municipal ordinances regulating the pretreatment of wastewater and regulating stormwater discharges.

C. Municipalities having a municipal court not of record may enact ordinances prescribing maximum fines of Two Hundred Dollars (\$200.00) and costs pursuant to the provisions of Section 27-126 of this title or imprisonment not exceeding thirty (30) days or both the fine and imprisonment, provided that municipalities having only a municipal court not of record shall not have authority to enact any ordinance making unlawful any act or omission declared by state statute to be punishable as a felony. A municipal ordinance may not impose a penalty,

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including fine and costs, greater than that established by statute for the same offense. Provided, that municipalities having a municipal court not of record may enact ordinance prescribing maximum fines of One Thousand Dollars (\$1,000.00) and costs or imprisonment not exceeding ninety (90) days or both such fine and imprisonment for violations of municipal ordinances regulating the pretreatment of wastewater and regulating stormwater discharges.

D. Municipalities having both municipal criminal courts of record and municipal courts not of record may enact ordinances, within the authority of this section, for both such courts.

E. No municipality may levy a fine of over Fifty Dollars (\$50.00) until it has compiled and published its penal ordinances as required in Sections 14-109 and 14-110 of this title. (Amended 1990)

SECTION 14-112 CANCELLATION OR DENIAL OF DRIVING PRIVILEGES FOR NONCOMPLIANCE WITH MUNICIPAL COURT SENTENCE.

A. As used in this section:

1. "Department" means the Department of Public Safety;
2. "Notification form" means a form prescribed by the Department which contains a statement from the court that the person has failed to satisfy the sentence of the court. It shall include the name, date of birth, physical description, and the driver's license number, if any, of the person;
3. "Reinstatement form" means a form prescribed by the Department which contains a statement from the court that the person has satisfied the sentence of the court. It shall include sufficient information to identify the person to the Department;
4. "Sentence" means any order of the court to pay a fine, penalty assessment or costs or to carry out a term of community service or other remedial action.

B. When any person under the age of eighteen (18) years fails or refuses to satisfy a sentence of a municipal court, the court shall notify the Department. Upon receipt of the notification form from the court, the Department shall cancel or deny all driving privileges of the person without a hearing until the person satisfies the sentence of the court.

C. When the person fulfills the sentence of the court, the court or court clerk shall provide a reinstatement form to such person either directly or by first class mail, postage prepaid, at the last address given by the person to the court. The driving privileges of a person who furnishes a reinstatement form to the Department shall be granted or reinstated, if the person is otherwise eligible, in accordance with law. Upon such granting or reinstatement of driving privileges, the Department may remove any record of the denial or cancellation of driving privileges as provided for in this section from the file of the person and maintain an internal record of the denial or cancellation for fiscal or other purposes.

D. At the time of sentencing the person, the court may take custody of the driver's license of the person until the terms of the sentence are fulfilled. In such case, the court shall issue to the person a receipt for the license. Additionally, the court may notify the parents or other custodian of the person of the terms of the sentence or any notice to the Department. (Added 1990)

SECTION 14-113 LIABILITY FOR COST OF MEDICAL CARE TO DEFENDANT IN CUSTODY OF MUNICIPAL JAIL.

When a defendant is in the custody of a municipal jail, the custodial municipality shall only be liable for the cost of medical care for conditions that are not preexisting prior to arrest and that arise due to acts or omissions of the municipality. Preexisting conditions are defined as those illnesses beginning or injuries sustained outside the custody of the municipal jail.

An inmate receiving medical care for a preexisting condition or a condition not caused by the acts or omissions of the municipality shall be liable for payment of the cost of care, including but not limited to, medication, medical treatment, and transportation costs, for or relating to the condition requiring treatment. (Added 1990)

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ARTICLE XVI

MUNICIPAL ELECTIONS

PART 1. GENERAL PROVISIONS

SECTION 16-101. NOTICE OF MUNICIPAL ELECTIONS

Notice of a general municipal election or a special election shall be given by publishing the resolution of the municipal governing body calling for the election. The resolution shall set forth:

1. The date or dates of the election; and
2. The offices to be filled or the questions to be voted upon at the election.

The resolution shall be published in a newspaper of general circulation in the municipality at least ten (10) days before the beginning of the filing period for a general municipal election, or at least ten (10) days before the date of a special election. If there is no newspaper of general circulation in the municipality, the notice shall be given by posting a copy of the resolution in at least five (5) public places in the municipality.

SECTION 16-102. PROVISIONS NOT APPLICABLE TO MUNICIPALITIES GOVERNED BY CHARTER

A. The provisions of Section 16-101 et seq. of this title shall not apply to any municipality which is governed by charter; provided, that in any election such a municipality may, by indicating in its resolution calling the election, choose to follow any provision of state law governing elections conducted by a county election board when the municipality's charter or ordinances are silent on the matter addressed by such provision. In such instance, if the municipal election or any substantial portion thereof is not conducted by a county election board, the duties required of the county election board or its secretary shall be performed by the municipal authority designated by the municipal governing body and nothing herein shall be construed to require the county election board to perform any such duties. The residency requirements of Sections 16-109 and 16-110 of this title shall apply to all municipalities except to the extent that such residency requirements are governed by municipal charter.

B. The provisions of Sections 16-101 through 16-114 of this title shall not apply to any municipality subject to the provisions of the Oklahoma Town Meeting Act; provided, Section 16-103.1 of this title shall apply to such municipalities. (Amended 1988)

SECTION 16-103. GENERAL MUNICIPAL ELECTIONS - WHEN HELD

General municipal elections shall be held in cities and towns on the first Tuesday in April in each odd-numbered year.

SECTION 16-103.1 WITHHOLDING CERTAIN MONIES FROM CITY OR TOWN THAT FAILS TO HOLD MUNICIPAL ELECTIONS

No monies shall be distributed pursuant to Section 1104 Title 47 and Section 504 of Title 68 of the Oklahoma Statutes to any incorporated city or town which has failed to hold a general municipal election or a biennial town meeting as provided in Section 16-101 et seq. of this title or the Oklahoma Town Meeting Act, respectively, on the dates required by law for two consecutive general municipal elections or biennial town meetings. Such monies shall be remitted to the county in which the incorporated city or town is located and deposited to the county highway fund of that county to be used as otherwise provided by law. An incorporated city or town shall henceforth send the county treasurer of the county in which it is located and the chairman of the Oklahoma Tax Commission, or a person designated by the Oklahoma Tax Commission to receive service of process, a copy of the municipality's notice of a biennial town meeting or resolution calling for its regular municipal elections, whichever is appropriate. The copy of the resolution shall include a notation by the county election board showing that the resolution was received and the date it was received. (Amended 1988)

SECTION 16-104. CONDUCT OF GENERAL MUNICIPAL ELECTIONS

The laws applicable to general elections shall govern general municipal elections except as otherwise provided. Municipal elected officials, including those from wards as well as at large, shall be elected at large by the registered voters of the entire municipality.

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SECTION 16-105. WHAT CANDIDATE'S NAME MAY BE PLACED ON GENERAL ELECTION BALLOT

No candidate's name shall be printed upon the official ballot for a general municipal election unless such candidate shall have been nominated by some political party at the primary election or unless his name is presented as an independent candidate as provided in Section 16-110 of this title.

SECTION 16-105.1 ELECTIONS TO BE NONPARTISAN - PRIMARY ELECTIONS IN NONPARTISAN ELECTIONS ABOLISHED

Municipal elections shall be nonpartisan and all candidates shall file as independent candidates unless, prior to the date for notifying the county election board of the call for the election, the municipality has in effect an ordinance providing for a partisan primary election consistent with Section 16-101 et seq. of Title 11 of the Oklahoma Statutes. No primary elections shall be held in a nonpartisan election. Any election proclamation or notice of election providing for a primary election shall be deemed to be amended by operation of this act to delete the call for a primary election unless a copy of the ordinance authorizing the primary election is attached to the election resolution filed with the county election board. If such a copy is not attached, each candidate shall appear on the ballot as an independent candidate without party or other designation. Provided, any municipality which is governed by a charter may provide otherwise by charter or ordinance.

SECTION 16-106. UNOPPOSED CANDIDATES IN GENERAL ELECTION

Any candidate who is unopposed for an office in a general municipal election shall be deemed elected and certified; and his name shall not appear on the general election ballot. If there is only one candidate for each of the offices which are to be filled at the election, and no questions are to be voted upon at the election, the general municipal election shall not be held.

SECTION 16-107. PRIMARY ELECTIONS - WHEN HELD

A primary election shall be held in cities and towns on the first Tuesday of March in each odd-numbered year, at which time the several political parties shall nominate candidates for offices which are to be elected at the upcoming general municipal election. (Amended eff. 10/19/81).

SECTION 16-108. CONDUCT OF PRIMARY ELECTIONS

The general laws relating to primary elections shall govern municipal primaries except as otherwise provided. Party candidates for municipal office, including those from wards as well as at large, shall be nominated at large by the registered voters of the respective parties of the entire municipality.

SECTION 16-109. MANNER OF BECOMING A PARTY CANDIDATE - DECLARATION OF CANDIDACY

To be eligible to become a candidate for a political party nomination in the municipality's primary election, a person must for at least six (6) months prior to filing a declaration of candidacy be a registered voter at an address within the municipality or in the ward if an office is from a ward. To become a party candidate, a declaration of candidacy must be filed with the county election board no earlier than 8:00 a.m. on the first Monday in February and no later than 5:00 p.m. on the next succeeding Wednesday. (Amended eff. 7/1/87).

SECTION 16-110. INDEPENDENT CANDIDATES

An independent candidate may have his name printed upon the general municipal election ballot as candidate for any office to be filled at the election. To become an independent candidate, a Declaration of Candidacy must be filed with the county election board no earlier than 8:00 a.m. on the first Monday in February and no later than 5:00 p.m. on the next succeeding Wednesday. An independent candidate must also be a registered voter at an address within the municipality, or of the ward where the office is from a ward for at least six (6) months prior to filing a declaration of candidacy. Filing as an independent candidate in an election or voting for such candidate shall not affect one's party affiliation or regularity. (Amended eff. 10/19/81).

SECTION 16-111. UNOPPOSED CANDIDATES IN PRIMARY ELECTION

Any candidate who is unopposed for an office in a primary election shall be deemed nominated and so certified; and his name shall not appear on the primary election ballot. If there are unopposed candidates for each of the offices which are up for election, no primary election shall be held.

SECTION 16-112. SPECIAL ELECTIONS - QUESTIONS WHICH MAY BE SUBMITTED

When the municipal governing body shall deem it advisable, it may, by resolution or ordinance, authorize the mayor to call a special election for the purpose of submitting to the registered voters of the municipality the question of issuing municipal bonds, of granting any franchise, or for any other purpose authorized by law.

SECTION 16-113. SPECIAL ELECTION BALLOT - PREPARATION AND ARRANGEMENT

The ballot for a special election shall be prepared by the secretary of the county election board and shall set forth the proposition or propositions to be voted upon, and if more than one proposition is submitted, they shall be arranged so that each proposition may be voted upon separately.

SECTION 16-114. CONDUCT OF SPECIAL ELECTIONS HELD FOR ELECTING OFFICERS

When the office of a municipal elected official is to be filled at a special election, the resolution or order of the governing body calling the election shall contain the following facts:

1. A filing period of three (3) days, on a Monday, Tuesday and Wednesday, not less than fifteen (15) days from the date of the resolution or order;
2. The date of the Special Primary Election, if any, not less than thirty (30) days after the close of the filing period; and
3. The date of the Special General Election, not less than thirty (30) days after the date of the Primary Election, if any, but if no primary election is called, not less than thirty (30) days after the close of the filing period.

A copy of the resolution or order shall be filed with the secretary of the county election board. The election shall be conducted under the laws applicable to general municipal elections. (Amended eff. 7/1/87).

PART 2. SPECIFIC PROVISIONS FOR STATUTORY CITIES AND TOWNS

SECTION 16-201. ALDERMANIC CITIES WITH ONE COUNCILMEMBER PER WARD - OFFICERS TO BE ELECTED - TERMS

In a statutory aldermanic city with one (1) councilmember per ward, the terms of the elected officers shall be staggered so that at any one general municipal election, the following officers are to be elected for four-year terms:

1. Councilmembers from odd-numbered wards;
2. The mayor;
3. The clerk;
4. The marshal; and
5. The street commissioner.

At the next general municipal election, the following officers are to be elected for four-year terms:

1. Councilmembers from even-numbered wards; and
2. The treasurer.

If the office of treasurer has been consolidated with any other office, elections for the office of treasurer and the office with which it has been consolidated shall be held at the time the election to fill the other office is held. The term of the consolidated office shall be concurrent with the term of the other office.

SECTION 16-202. FIRST ELECTION HELD IN ALDERMANIC CITIES WITH ONE COUNCILMEMBER PER WARD

At the first general municipal election held in the odd-numbered year following adoption of the aldermanic form of government with one (1) councilmember per ward, the officers to be elected and their terms are as follows:

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1. Four-year terms: Councilmembers from odd-numbered wards; the mayor; the clerk; the marshal; and the street commissioner.

2. Two-year terms: Councilmembers from even-numbered wards; and the treasurer.

At general municipal elections held thereafter, the successors of the officers whose terms are expiring shall be elected for four-year terms.

SECTION 16-203. ALDERMANIC CITIES WITH TWO COUNCILMEMBERS PER WARD - OFFICERS TO BE ELECTED - TERMS

In a statutory aldermanic city with two councilmembers per ward, the terms of the elected officers shall be staggered so that at any one general municipal election, the following officers are to be elected for four-year terms:

1. One (1) councilmember from each ward of the city;
2. The mayor;
3. The clerk;
4. The marshal; and
5. The street commissioner.

At the next general municipal election, the following officers are to be elected for four-year terms:

1. One councilmember from each ward of the city; and
2. The treasurer.

If the office of treasurer has been consolidated with any other office, elections for the office of treasurer and the office with which it has been consolidated shall be held at the time the election to fill the other office is held. The term of the consolidated office shall be concurrent with the term of the other office.

SECTION 16-204. FIRST ELECTION HELD IN ALDERMANIC CITIES WITH TWO COUNCILMEMBERS PER WARD

At the first general municipal election held in the odd-numbered year following adoption of the aldermanic form of government with two councilmembers per ward, the officers to be elected and their terms are as follows:

1. Four-year terms: One councilmember from each ward of the city; the mayor; the clerk; the marshal; and the street commissioner.
2. Two-year terms: One councilmember from each ward of the city; and the treasurer.

At general municipal elections held thereafter, the successors of the officers whose terms are expiring shall be elected for four-year terms.

SECTION 16-205. TOWNS - OFFICERS TO BE ELECTED - TERMS

In a statutory town, the terms of the elected officers shall be staggered so that at any one general municipal election, the following officers are to be elected for four-year terms:

1. Trustees from odd-numbered wards; and
2. The clerk.

At the next general municipal election, the following officers are to be elected for four-year terms:

1. Trustees from even-numbered wards; and
2. The treasurer.

If the office of treasurer has been consolidated with any other office, elections for the office of treasurer and the office with which it has been consolidated shall be held at the time the election to fill the other office is held. The term of the consolidated office shall be concurrent with the term of the other office.

SECTION 16-206. FIRST ELECTION HELD IN TOWN

At the first general municipal election held in the odd-numbered year following adoption of the town board of trustees form of government, the officers to be elected and their terms are as follows:

1. Four-year terms: Trustees from odd-numbered wards; and the clerk.
2. Two-year terms: Trustees from even-numbered wards; and the treasurer.

At general municipal elections held thereafter, the successors of the officers whose terms are expiring shall be elected for four-year terms.

SECTION 16-207. ALDERMANIC CITIES AND TOWNS - APPOINTMENT OF CERTAIN OFFICIALS AFTER SUBMISSION TO VOTE

A. The city council of any city may provide by ordinance for the submission to a vote of the registered voters of the city the question of providing for the appointment by the mayor, with the approval of the council, of the city marshal, the street commissioner, the city clerk, the city treasurer, or the city clerk-treasurer.

B. The board of trustees of any town may provide by ordinance for the submission to a vote of the registered voters of the town the question of providing for the appointment by the board of trustees of the town clerk, the town treasurer or the town clerk-treasurer.

C. The question of appointing each official shall be submitted separately on the ballot. The question providing for the appointment of the clerk or the treasurer may be consolidated into one question provided the two offices are to be consolidated into the office of clerk-treasurer. The question providing for the appointment of any official shall read substantially as follows:

Shall the (Marshal, Street Commissioner, Clerk, Treasurer, Clerk-Treasurer) be appointed by the (mayor, with the approval of the council, board of trustees)?

- Yes.
 No.

If a majority of the votes cast are in favor of appointment to the office, the appointive position shall take effect at the end of the current term of the office. In cities, the appointive officer shall be appointed and may be removed by the mayor, with the approval of the council. In towns, the appointment and removal shall be by a majority vote of all the members of the board of trustees.

SECTION 16-208. COUNCIL-MANAGER CITIES - OFFICERS TO BE ELECTED - TERMS

In a statutory council-manager city, the terms of the elected officers shall be staggered so that at any one general municipal election, the following officers are to be elected for four-year terms:

1. Councilmembers from Wards One, Two and Five (if one).

At the next general municipal election, the following officers are to be elected for four-year terms:

1. Councilmembers from Wards Three, Four and Six (if one); and
2. The councilmember at large.

SECTION 16-209. FIRST ELECTION HELD IN COUNCIL-MANAGER CITY

At the first general municipal election held in the odd-numbered year following adoption of the statutory council-manager form of government, the officers to be elected and their terms are as follows:

1. Four-year terms: Councilmembers from Wards One, Two and Five (if one).
2. Two-year terms: Councilmembers from Wards Three, Four and Six (if one); and the councilmember at large.

At general municipal elections held thereafter, the successors of the officers whose terms are expiring shall be elected for four-year terms.

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SECTION 16-210. STRONG-MAYOR-COUNCIL CITIES - OFFICERS TO BE ELECTED - TERMS

In a statutory strong-mayor-council city, the terms of the elected officers shall be staggered so that at any one general municipal election, the following officers are to be elected for four-year terms:

1. Councilmembers from Wards One, Two and Five (if one).

At the next general municipal election, the following officers are to be elected for four-year terms:

1. Councilmembers from Wards Three, Four and Six (if one); and
2. The mayor.

SECTION 16-211. FIRST ELECTION HELD IN STRONG-MAYOR-COUNCIL CITY

At the first general municipal election held in the odd-numbered year following adoption of the statutory strong-mayor-council form of government, the officers to be elected and their terms are as follows:

1. Four-year terms: Councilmembers from Wards One, Two and Five (if one).
2. Two-year terms: Councilmembers from Wards Three, Four and Six (if one); and the mayor.

At general municipal elections held thereafter, the successors of the officers whose terms are expiring shall be elected for four-year terms.

SECTION 16-212. COUNCIL-MANAGER AND STRONG-MAYOR-COUNCIL CITIES - FORM OF GENERAL MUNICIPAL ELECTION BALLOT

The ballots for the general election in a statutory council-manager or statutory strong-mayor-council city shall be of the office block type, listing the names of independent candidates and party nominees for each office under the respective office without party designation or emblems as follows:

For Councilmember from Ward One
(Vote for One)

_____ Name of independent candidate or party nominee

_____ Name of independent candidate or party nominee
For Councilmember from Ward Two
(Vote for One)

_____ Name of independent candidate or party nominee

_____ Name of independent candidate or party nominee

SECTION 16-213. TRANSITIONAL PROVISIONS FOR MUNICIPALITIES NOT IN CONFORMANCE WITH GENERAL ELECTION PROCEDURE

A. If the term of an elected officer as set forth in the notice of the last election for the office will expire in an even-numbered year, a regular municipal election or town meeting, if the municipality is subject to the Oklahoma Town Meeting Act, shall be held in order to elect a successor. The term of the successor shall be either three (3) or five (5) years as necessary in order to comply with the provisions of Section 16-101 et seq. of this title. Thereafter, the term of said office shall be four (4) years. Any such election or town meeting held in an even-numbered year shall be conducted in the manner provided by law applicable to municipal elections or town meetings, whichever is appropriate.

B. If the term of an elected officer as set forth in the notice of the last election for the office will expire in an odd-numbered year, but the term of office does not coincide with the offices named in Section 16-201 et seq. of this title, a regular municipal election or town meeting shall be held in order to elect a successor. The term of the successor shall be either two (2) or four (4) years as necessary in order to comply with the provisions of Section 16-101 et seq. of this title. Thereafter, the term of said office shall be four (4) years. (Amended 1988)

PART 3. OKLAHOMA TOWN MEETING ACT

SECTION 16-301 SHORT TITLE

Sections 1 through 15 of this act shall be known and may be cited as the "Oklahoma Town Meeting Act". (Added, 1988)

SECTION 16-302 MUNICIPALITIES REQUIRED TO HOLD TOWN MEETINGS - ELECTION - ORDINANCE PROVIDING ALTERNATIVE PROCEDURE - REPEAL OF ORDINANCE

A. Except as otherwise provided in this act, Section 16-301 et seq. of this title, sixty (60) days after the effective date of this act, all municipalities with fewer than one thousand (1,000) residents, according to the latest Federal Decennial Census, that are not governed by charter, shall elect officers and consider questions raised by initiative or referendum, pursuant to Section 15-101 et seq. of this title, at biennial town meetings or special town meetings of the voters of each municipality as provided in this act. Provided, that a municipality of fewer than one thousand (1,000) residents may at any time adopt an ordinance requiring that its officers shall be elected and initiative and referendum questions shall be decided only through elections conducted by the county election board pursuant to Section 16-101 et seq. of this title. Any municipality that passes an ordinance pursuant to this section shall upon adoption of the ordinance provide a copy of the ordinance to the county election board of the county in which the municipality is located.

B. If the ordinance is repealed, elections of the municipality shall be at a town meeting. The municipality shall provide a copy of the repealer to the county election board of the county in which the municipality is located. If a municipality with fewer than one thousand (1,000) residents fails to hold its regular municipal elections as required by law, the municipality shall be subject to the provisions of the Oklahoma Town Meeting Act, Section 16-301 et seq. of this title; provided, further, that such municipality may adopt a resolution requiring that its elections be conducted by the county election board as provided in this section. (Amended 1989)

SECTION 16-303 TIME FOR TOWN MEETING - PURPOSE - SPECIAL TOWN MEETINGS

In municipalities subject to the provisions of Section 16-301 et seq. of this title, a biennial town meeting of the voters shall be held on the first Tuesday in April in each odd-numbered year for the purpose of electing municipal officers and considering questions raised by initiative or referendum pursuant to Section 15-101 et seq. of this title.

In addition to the election proceedings of said meeting the mayor or presiding officer may upon compliance with the Open Meeting Act, Section 301 et seq. of Title 25 of the Oklahoma Statutes and other provisions appropriate to the law, conduct regular business meetings or any other town business which would be in order and of interest to those citizens in attendance. Special town meetings for these purposes may be called at other times as provided in this act. (Amended 1990)

SECTION 16-304 NOTICE - PUBLICATION - POSTING - CONTENTS

Notice of the biennial town meeting or special town meeting for the purposes of electing officers and considering initiative or referendum questions shall be given by the governing body of the municipality in accordance with the Oklahoma Open Meeting Act, Section 301 et seq. of Title 25 of the Oklahoma Statutes. The notice shall be signed by a majority of the members of the governing body.

In addition to the requirements of the Oklahoma Open Meeting Act, notice of the biennial town meeting and any special town meeting shall be given by publishing notice of the meeting stating the date, time, place and agenda in a newspaper of general circulation in the municipality at least ten (10) days before the date of the meeting. If there is no newspaper of general circulation in the municipality, the notice shall be given by posting a copy of the notice and agenda in at least five (5) public places in the municipality. The notice shall list the offices to be filled, including the number of officers to be elected for four-year terms and the number of officers to be elected to fill unexpired terms, and the questions to be voted on, if any. (Added 1988)

SECTION 16-305 SPECIAL TOWN MEETING - MEETING CALLED BY BOARD OF COUNTY COMMISSIONERS

A. When a municipality fails to hold a biennial meeting on the first Tuesday of April in an odd-numbered year, the governing body shall immediately schedule and give notice of a special town meeting for the purpose of electing officers. Such notice shall be in accordance with Section 4 of this act.

B. If the governing body fails or refuses to hold a biennial or special town meeting for the purpose of electing officers, the board of county commissioners of the county in which the municipality is located shall call a town meeting for the purpose of electing officers. The sheriff, or his deputy, of the county in which the municipality is located shall attend any town meeting called by the board of county commissioners, and if the municipal officers fail to conduct the meeting, shall moderate the meeting. (Added 1988)

SECTION 16-306 PRESIDING OFFICER - RULES OF ORDER, CONDUCT AND DECORUM - MINUTES - BALLOTS - NOMINATION AND ELECTION OF OFFICIALS - FALSE AFFIDAVITS

A. Except as otherwise provided in this act, Section 16-301 et seq. of this title, the mayor shall be the presiding officer of town meetings, shall decide questions of order and shall make public declaration of votes taken. Robert's Rules of Order shall govern all town meetings, except when such rules are inconsistent with Oklahoma law. The presiding officer may establish other rules of conduct and decorum for the meetings consistent with the Oklahoma Town Meeting Act, Section 16-301 et seq. of this title. When the office of mayor is vacant or if the mayor is unable to attend the town meeting, one of the members of the governing body shall be elected by the remaining members of the governing body to preside over the town meeting.

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B. The municipal clerk shall keep the minutes of the meeting. The minutes shall separately record the number of votes for and against each candidate and each question and shall record the total number of votes cast for each position. Paper ballots shall be preserved in the municipal clerk's office for a period of six (6) months following the town meeting at which said ballots were cast.

C. Officials elected at town meetings shall be nominated and elected at large by the registered voters present from nominations taken from the floor. Prior to accepting any nominations the presiding officer shall state the number of governing body offices to be elected for four-year terms and the number of governing body offices to be elected to fill unexpired terms, if any. There shall be separate nominations and balloting for each designated term. The nominee who receives a plurality of the votes cast for the office of the designated term shall be elected for that designated term. If more than one office is to be filled for a designated term, the voters shall vote for the designated number of offices to be filled and, the nominees receiving the largest pluralities shall be elected to those offices. All votes shall be taken by secret ballot; provided that if there is only one candidate for an office, he or she may be elected by acclamation upon proper motion. In case of a tie vote, the municipal clerk shall immediately select the electee or electees by lot as follows: The clerk shall write or print the names of the tied nominees on similar pieces of paper and place the papers in a container in view of the persons attending the town meeting. The clerk shall designate a person, who shall not be one of the nominees, to draw one name for each office to be filled and the nominee or nominees whose names are so drawn shall be deemed elected. All other papers in the container shall then be exposed for examination. Only a registered voter who has been a registered voter at an address within the municipality for at least six (6) months prior to the date of the town meeting at which the elections are held shall be qualified for nomination for office. To be eligible for election, any person who is nominated for office must swear under oath that he or she has been a registered voter at an address within the municipality for the last six (6) months. Only qualified registered voters who are present at the town meeting at which the elections are held shall be eligible for nomination for municipal office, provided that a qualified registered voter who is not present may be nominated if he or she has agreed in writing to accept the office if elected and has sworn on affidavit that he or she has been a registered voter at an address within the municipality for the last six (6) months. Any person who falsely swears or signs a false affidavit that he or she is qualified for municipal office shall be guilty of a felony. (Amended 1989)

SECTION 16-307 VOTING ELIGIBILITY - POLLBOOK - ILLEGAL VOTING - PENALTY

A. The presiding officer at a town meeting shall follow reasonable and necessary procedures to ensure that persons who are not registered voters of the town do not vote. Registered voters shall be seated in a clearly marked area separate from persons not registered to vote.

B. To be eligible to vote at a town meeting, a person must be registered with the county election board at an address located within the municipality. Before being seated in the section reserved for registered voters, each voter shall sign his or her name in a pollbook, said signature to constitute a sworn affidavit on the part of the voter that he or she is eligible to vote at the election. The pollbook shall be prepared by the municipal clerk and shall be substantially the same form as the pollbook prescribed by the State Election Board for school district elections. For such purpose, the municipal clerk or designee of the municipal clerk shall be authorized to administer the oath or affirmation contained in the affidavit. The pollbook shall be on file in the office of the municipal clerk and shall be open to public inspection during reasonable office hours; provided, however, that such pollbooks may be destroyed by the municipal clerk at the end of six (6) months from the date of the election wherein such pollbook was used. Any person knowingly voting illegally or found guilty of casting more than one vote for any office or on any question considered at the meeting shall be punished by a fine of not more than One Thousand Dollars (\$1,000.00) or by imprisonment in the county jail for not to exceed thirty (30) days or both such fine and imprisonment. (Added 1988)

SECTION 16-308 ELECTION OF MUNICIPAL OFFICERS

A person present at the meeting electing him or her to municipal office shall be treated as accepting, unless he or she declines before the meeting is adjourned. When not present, he or she shall be served as soon as possible with a written notice of election, signed and mailed by the municipal clerk. No person elected shall assume the duties of the office until he or she has signed the oath of office as required by law. (Added 1988)

SECTION 16-309 FILING OF LIST OF MUNICIPAL OFFICERS ELECTED - NOTIFICATION OF CHANGES IN LIST

The municipal clerk shall file with the secretary of the county election board a list of the names and addresses of the municipal officers elected and shall notify the secretary of the county election board of any changes in the list as filed. (Added 1988)

SECTION 16-310 CONTEST OF ELECTION BY NOMINEE

Any person nominated for municipal office may, at any time before 5:00 p.m. of the third business day following the town meeting in which he or she was nominated, contest the correctness of the announced results of

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said election by filing a written petition with the district court of any county in which the municipality is located. (Added 1988)

SECTION 16-311 PETITION ALLEGING FRAUD - BOND - HEARING - ANSWER - JUDGMENT - INELIGIBILITY FOR OFFICE - LIABILITY OF CONTESTANT - DAMAGES

When a petition alleging fraud is filed, said petition must be accompanied by a cash bond of Five Thousand Dollars (\$5,000.00), running in favor of the contestee and conditioned upon payment of any and all liabilities or judgments arising from the contest so filed. In said petition, contestant must allege the specific act constituting such alleged fraud and the names of the alleged perpetrators of such fraud. If such petition is filed in the manner herein provided, the district judge of the county in which the alleged fraud occurred, or such other judge as may be assigned by the Supreme Court, shall hear and determine said issue without delay or continuance of more than one (1) day. On the day of such hearing, the contestee may file answer to such petition or may file cross petition, setting forth in detail, as required of a petitioner herein, such claim of fraud. An original petition or cross petition must be under oath and under penalty of perjury. The judge shall try and determine the issues formed by such pleadings and render such judgment as he or she may deem just and proper, according to the evidence submitted. The decision of said district judge shall be final as to any changes in the total votes, and a copy of such judgment and decision shall be furnished the officer who presided at the town meeting. In any case where fraud is proved on the part of a nominee, he or she shall be declared ineligible for the office for which he or she was nominated. In all cases where a petition is filed which alleges fraud, but after hearing said allegations are not reasonably sustained by competent evidence, the contestant shall be civilly liable in damages to the contestee for all damages sustained, including a reasonable attorney fee and all reasonable and proper costs of conducting such contest; and in the event it be alleged and found that such petition was frivolous in nature, the contestee may also be allowed punitive damages to be paid by said petitioner. (Added 1988)

SECTION 16-312 PETITION ALLEGING IRREGULARITIES OTHER THAN FRAUD - SUFFICIENCY OF ALLEGATIONS - HEARING

When a petition alleging irregularities other than fraud is filed, the petition must allege a sufficient number of irregularities and of such nature as to:

1. Prove that the contestant is lawfully entitled to be announced the winner; or
2. Prove that it is impossible to determine with mathematical certainty which nominee is entitled to be announced the winner. Proof of failure of the presiding officer to take the vote by a paper ballot shall be sufficient proof of this requirement.

If such allegations are not made, the petition shall be deemed frivolous by the presiding judge and shall be dismissed. Said petition must set forth specific allegations of irregularities. If said petition is filed in the manner herein provided, the district judge of the county or such other judge as may be assigned by the Supreme Court shall hear and determine said issue in the same manner as provided for a petition alleging fraud. (Amended 1989)

SECTION 16-313 IMPOSSIBILITY OF DETERMINING WINNER - SPECIAL TOWN MEETING TO FILL CONTESTED OFFICE

In the event, after a hearing is conducted pursuant to Section 11 or 12 of this act, it is deemed impossible to determine who should be announced the winner, the judge shall notify the presiding officer of the town meeting of the same. It shall then be the duty of the presiding officer to call a special town meeting for the purpose of filling the contested office, provided that any nominee upon whom fraud has been proved shall not be a nominee in the new election. (Added 1988)

SECTION 16-314 OMISSION OF OR NONCOMPLIANCE WITH NOTICE REQUIREMENTS - CORRECTION - RECTIFICATION OF OTHER ERRORS AND OMISSIONS - VALIDATION OF BUSINESS OF ORIGINAL ACTION

When any of the requirements of this act as to notice of a biennial or special town meeting have been omitted or not complied with, the omission or noncompliance, if the meeting and the business transacted at it is otherwise legal and within the scope of the municipal powers, may be corrected and legalized by a majority vote of the registered voters present at a regular town meeting or special town meeting of the municipality called for that purpose, with notice as required by Section 4 of this act. The question to be voted upon shall substantially be, "Shall the action taken at the meeting of this town held on (state date) in spite of the fact that (state error or omission), and any act or action of the municipal officers or agents pursuant thereto be readopted, ratified and confirmed?". Errors or omissions in the conduct of an original meeting which are not the result of an unlawful notice or noncompliance within the scope of the notice, may be rectified by a resolution of the governing body of the municipality passed by a majority of the members of the governing body at a regular meeting or a special meeting called for that purpose, stating that the defect was the result of oversight, inadvertence or mistake. When an error or omission of this nature has been thus corrected by resolution, all business within the terms of the action

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of the qualified voters shall be as valid as if the requirements had been initially complied with, on condition, however, that the original action thereby corrected by the governing body was in compliance with the legal exercise of its governing powers. (Added 1988)

SECTION 16-315 ELECTIONS CONDUCTED BY COUNTY ELECTION BOARD - OPTION TO BE HELD AT TOWN MEETING

Whenever in Title 11 of the Oklahoma Statutes provisions are made for election of officers or consideration of questions at elections conducted by the county election board pursuant to Section 16-101 et seq. of Title 11 of the Oklahoma Statutes, such elections may be held or questions considered at biennial or special town meetings, if the municipality is subject to the provisions of this act. (Added 1988)

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MUNICIPAL FINANCES

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ARTICLE XVI

MUNICIPAL FINANCES

PART 1. GENERAL PROVISIONS

SECTION 17-101. BORROWING, APPROPRIATION OF MONEYS - INVESTMENTS

A. Any act of a municipal governing body which provides for the borrowing of monies or for appropriating monies shall not be valid unless a majority of the governing body of the municipality votes in favor of the action. The municipal governing body may not appropriate or draw any order on the treasurer for monies unless the same has been appropriated in the manner provided by law or ordered in pursuance of some object provided for by law.

B. A municipality may invest its funds in any bond, note, or other evidence of indebtedness issued by those agencies, authorities, instrumentalities, or public entities whose governing boards are appointed by the municipality or issued by any public trust of which it is sole beneficiary, excluding obligations which are industrial development bonds as defined in the provisions of Section 103 of the Internal Revenue Code of 1953, as amended, and regulations promulgated thereto.

C. If a municipality has established a system for the separate accounting of monies by fund sources that has been certified by the auditor of the municipality, the treasurer of such municipality acting as an officer of the municipality or as agent of any instrumentality or public trust of the municipality may deposit into one or more accounts of an authorized depository all monies coming into his custody. Unless otherwise provided for by law, interest earnings shall be prorated according to fund source. (Amended 11/1/84)

SECTION 17-102. PAYMENT OF CLAIMS - WARRANT AND CHECK AS ONE INSTRUMENT - EMERGENCY PAYMENTS

A. Any invoice against a municipality must be presented in writing and examined in the manner provided by law. No account or invoice may be paid by the municipality unless it has been audited and allowed by the governing body and an entry of the account or invoice is made in the proper books kept for that purpose. Except as otherwise provided for in this subsection, monies may be drawn from the municipal treasury only upon a proper warrant as provided by law. In lieu of issuing such warrant, a municipality may enter the warrant on the warrant register and record payment of the warrant by check, wire transfer, direct payroll deposit, or other instrument or method of disbursement through the Federal Reserve System.

B. A city or town may issue a negotiable instrument which will serve as both a warrant on the municipal treasury and a check ordering payment of the warranted amount of money from the municipality's account. This instrument shall be prepared and issued in accordance with procedures and requirements provided by law for a municipal warrant and a municipal check and shall be signed by the municipal clerk, treasurer and mayor. Printing on the instrument shall indicate that the instrument is a "warrant" of the municipality and a "check" drawn on the municipality's account. The provisions of state law on uniform facsimile signatures of public officials, Sections 601 through 606 of Title 62 of the Oklahoma Statutes, shall be applicable to instruments authorized by this section.

C. If a majority or all of governing body offices in a town municipality become vacant, thereby preventing approval of amounts lawfully owing on invoices and purchase orders, the interim mayor or the remaining governing body members, as the case may be, may authorize emergency payments of amounts owing on invoices or purchase orders for a period not to exceed ninety (90) days after the date that a majority of the offices become vacant. The interim mayor or the remaining governing body members may also authorize payment of purchase orders for payroll, utility bills, or other usual and regular obligations of the municipality. Any such authorization and payment shall not exceed the unencumbered and unexpended balance of the appropriation made for that purpose, nor may the total amount of such emergency authorizations and payments exceed fifteen percent (15%) of the total appropriations approved for the town government for the fiscal year. Any warrant issued pursuant to this section shall state that it is being issued under emergency circumstances and by special authority of this section. (Amended 1988).

SECTION 17-103. ACTIONS AGAINST MUNICIPALITY

No costs may be recovered against a municipality, in any action brought against it, for any unliquidated claim which has not been presented to the governing body for auditing, nor for claims allowed in part unless the recovery shall be for a greater sum than the amount allowed with the interest due. No action may be maintained against a municipality in exercising or failing to exercise any corporate power or authority where such action would not lie against a private individual under like circumstances.

SECTION 17-104. LIABILITY FOR VOTING UNLAWFUL CLAIMS

Any governing body member who intentionally votes to appropriate money or to allow any bill or claim which is not authorized by law shall be personally liable to the municipality for the amount of such money appropriated, or bills or claims allowed, with costs of suit, in an action before any court of competent jurisdiction.

SECTION 17-105. ANNUAL AUDIT OF BOOKS AND ACCOUNTS

The governing body of each municipality with an income of Twenty-five Thousand Dollars (\$25,000.00) or more to its general fund during a fiscal year shall cause to be prepared, by an independent licensed public accountant or a certified public accountant, an annual audit of the funds, assets, books and records of the clerk and treasurer of the municipality. Such audit shall be ordered within thirty (30) days of the close of each fiscal year. Certified copies shall be filed with the county clerk and the State Auditor and Inspector within six (6) months after the close of the fiscal year in accordance with the provisions of Sections 24102 and 24103 of Title 68 of the Oklahoma Statutes. The expense of the audit shall be paid from the general fund of the municipality. (Amended, effective 11/1/87)

SECTION 17-105.1 FILING OF AUDITS AND REPORTS - FORMS - PUBLIC INSPECTION - COMPILING INFORMATION

An auditor shall file with the State Auditor and Inspector, at the same time a certified copy of an audit is filed as required in Section 17-105 of Title 11 of the Oklahoma Statutes, two (2) copies of a report setting forth for the fiscal year audited the funds available to the municipality and the use of those funds. The report shall also include information relating to the duly constituted authorities of the municipality and shall be on a form approved by the State Auditor and Inspector. Copies of said audit and the report shall be made available for public inspection by the municipality and the State Auditor and Inspector. The State Auditor and Inspector may contract for the compilation and reporting of the information submitted on the report. (Amended 11/1/84)

SECTION 17-106. CONTENTS OF AUDIT REPORT

The annual audit report of a municipality shall contain:

1. A statement of the scope of the examination;
2. The auditor's opinion as to whether the audit was made in accordance with generally accepted auditing standards applicable in the circumstances;
3. The auditor's opinion as to whether the financial statements included in the audit report present fairly the results of the operations during the period audited;
4. The auditor's opinion as to whether the financial statements accompanying the audit were prepared in accordance with generally accepted accounting principles applicable to cities and towns;
5. The reason or reasons an opinion is not rendered with respect to paragraphs 3 and 4 of this section in the event the auditor is unable to express an opinion with respect thereto; and
6. Financial statements presented in such form as to disclose the operations of each fund of the municipality and a statement of the operation of all funds.

SECTION 17-107. FAILURE TO FILE AUDIT REPORT

If a municipality does not file a copy of its audit as provided in Section 17-105 of this title, the State Auditor and Inspector shall notify the Oklahoma Tax Commission which shall withhold from the municipality its monthly allocations of gasoline taxes until the audit report is filed. (Amended, effective 4/6/79)

SECTION 17-108. TRUSTS EXEMPT

The requirements of Sections 17-105 through 17-107 of this title shall not apply to trusts of which a city or town is the beneficiary, the same being covered under Section 180.1 of Title 60 of the Oklahoma Statutes.

SECTION 17-109. CAPITAL IMPROVEMENT FUND - AUTHORITY TO CREATE

The municipal governing body may create a capital improvement fund and place in the fund any money available to the municipality. Money in the fund may be accumulated from year to year. The fund shall be placed in an insured interest bearing account. The fund shall be nonfiscal and shall not be considered in computing any levy when the municipality makes its estimate to the excise board for needed appropriations. Money in the capital improvement fund may be expended for any capital improvement.

SECTION 17-110. CAPITAL IMPROVEMENTS - DEFINITIONS

For the purpose of creating a capital improvement fund and expending money therefrom, capital improvement shall mean all items and articles, either new or replacements, not consumed with use but only diminished in value with prolonged use, including but not limited to roads and streets, drainage improvements, water and sewerage improvements, machinery, equipment, furniture and fixtures, all real property, all construction or reconstruction of buildings, appurtenances and improvements to real property, the cost and expenses related thereto of rights-of-way or other real property, engineering, architectural or legal fees, and payment for improvements for which subsequent reimbursement is made to the capital improvement fund.

SECTION 17-111. APPROVAL OF CLAIMS FROM CAPITAL IMPROVEMENT FUND

No funds may be appropriated or expended from the capital improvement account in the absence of a recorded vote by the governing body and until claims duly verified by affidavit are presented and approved by the governing body.

SECTION 17-112. MANUFACTURING ESTABLISHMENTS AND PUBLIC UTILITIES - EXEMPTION FROM MUNICIPAL TAXATION

Any municipality may, by a majority vote of the registered voters of the municipality voting on the question, exempt from municipal taxation for a period not to exceed five (5) years new manufacturing establishments and public utilities locating in the municipality.

SECTION 17-113. PUBLICATION OF CITY FINANCIAL STATEMENTS

The council of each city having a population in excess of five thousand (5,000) persons, according to the latest federal census, shall cause to be published in October and in April of each year a full and detailed statement of the receipts, expenditures and indebtedness of the city for the periods ending on the last day of September and the last day of March, respectively. All publications mentioned in this section shall be made in a newspaper of general circulation in the city. The provisions of this section shall not apply to any city governed by charter where the charter provides for the manner or procedure for publication of such financial information.

SECTION 17-114. VENDOR INVOICES AND CONTRACT ESTIMATES - PAYMENT PROCEDURES - UNIFORM JACKETS

To facilitate the payment of vendor invoices and contract estimates the municipal finance officer may design a uniform jacket to be used by all departments and divisions of the municipality whereon shall be provided summarized information relative to the enclosed invoices or contract estimates, together with a space for the approval of the head of the department or division approving said vendor invoices or contract estimates for payment. Vendor invoices and contract estimates may be accepted by the municipality in lieu of the claim form previously required in the same manner as commercial invoices are paid. If utilized, vendor invoices and contract estimates shall be filed with the department or division receiving the merchandise or services in the same manner as invoices are filed with commercial firms. Upon receipt of invoices or contract estimates the head of the department or division or his authorized agent, may approve said documents for payment by executing a certificate of delivery or acceptance of the goods or services. Whereupon, the authorized official of said agency may approve said invoices or contract estimates for payment by enclosing the invoice or contract estimate in a jacket provided for such purpose and affixing his or her approval in the space provided on the jacket. (Added 1997)

PART 2. MUNICIPAL BUDGET ACT

SECTION 17-201. MUNICIPAL BUDGET ACT.

This act may be cited as the "Municipal Budget Act". (Effective 10/1/79)

SECTION 17-202. PUBLIC POLICY.

The purpose of this act is to provide an alternate budget procedure for municipal governments which will:

1. Establish standard and sound fiscal procedures for the adoption and administration of budgets;
2. Make available to the public and investors sufficient information as to the financial conditions, requirements and expectations of the municipal government; and
3. Assist municipal governments to improve and implement generally accepted standards of finance management. (Effective 10/1/79)

SECTION 17-203. APPLICATION - CONTINUATION.

This act shall apply to any incorporated city or town which, by resolution of the governing body, opts to come under and comply with all its provisions and requirements. Once a municipality has selected the Municipal Budget Act to govern its budget procedures, the provisions of this act shall take precedence over any other state laws applicable to municipal budgets, except as may be provided otherwise in this act, and supersede any conflicting laws. Any action of a municipal governing body to implement, rescind or repeal the application of the Municipal Budget Act shall be effective as of the beginning or end of a budget year pursuant to this act. (Effective 10/1/79)

SECTION 17-204. DEFINITIONS.

As used in this act:

1. "Account" means an entity for recording specific revenues or expenditures, or for grouping related or similar classes of revenues and expenditures and recording them within a fund or department;
2. "Appropriation" means an authorization and allocation of money to be expended for a purpose;
3. "Budget" means a plan of financial operations for a fiscal year, including an estimate of proposed expenditures for given purposes and the proposed means for financing them;

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4. "Budget summary" means a tabular listing of revenues and expenditures by fund and by department within each fund for the budget year;
5. "Budget year" means the fiscal year for which a budget is prepared or being prepared;
6. "Chief executive officer" means the mayor of an aldermanic city or a strong-mayor-council city, the mayor of a town, or the city manager or chief administrative officer as it may be defined by applicable law, charter or ordinance;
7. "Current year" means the year in which the budget is prepared and adopted, or the fiscal year immediately preceding the budget year;
8. "Deficit" means the excess of the liabilities, reserves, contributions and encumbrances of a fund over its assets as reflected by its book of account;
9. "Department" means a functional unit within a fund which carries on a specific activity, such as a fire department or a police department within a general fund;
10. "Estimated revenue" means the amount of revenues estimated to be received during the budget year in each fund for which a budget is prepared. Revenue includes any appropriated fund balance in the budget of revenues for a fund for the budget year;
11. "Fiscal year" means the annual period for reporting fiscal operations which begins and ends on dates as the Legislature provides;
12. "Fund" means an independent fiscal and accounting entity with a self-balancing set of accounts to record cash and other financial resources, together with all liabilities, which are segregated for the purpose of carrying on specific activities or attaining certain objectives;
13. "Fund balance" means the excess of the assets of a fund over its liabilities, reserves, contributions and encumbrances, as reflected by its books of account.
14. "Governing body" means the city council of a city, the board of trustees of a town, or the legislative body of a municipality as it may be defined by applicable law or charter provision;
15. "Immediate prior fiscal year" means the year next preceding the current year;
16. "Levy" means to impose ad valorem taxes or the total amount of ad valorem taxes for a purpose or entity;
17. "Operating reserve" means that portion of the fund balance which has not been appropriated in a budget year; and
18. "Municipality" means any incorporated city or town. (Amended, effective 5/27/80)

SECTION 17-205. BUDGET REQUIRED - CHIEF EXECUTIVE OFFICER.

At least thirty (30) days prior to the beginning of each fiscal year, a budget for the municipality shall be prepared by the chief executive officer and submitted to the governing body. The chief executive officer may require any other officer or employee who is charged with the management or control of any department or office of the municipality to furnish estimates for the fiscal year covering estimated revenues and expenditures of the department or office on or before a date set by the chief executive officer. (Effective 10/1/79)

SECTION 17-206. CONTENTS - ESTIMATES - BUDGET REQUIREMENTS.

A. The municipal budget shall present a complete financial plan for the municipality and shall present information necessary and proper to disclose the financial position and condition of the municipality and the revenues and expenditures thereof, both past and anticipated.

B. The budget shall contain a budget summary. It shall also be accompanied by a budget message which shall explain the budget and describe its important features. The budget format shall be as provided by the governing body in consultation with the chief executive officer. It shall contain at least the following in tabular form for each fund, itemized by department and account within each fund:

1. Actual revenues and expenditures for the immediate prior fiscal year;
2. Revenues and expenditures for the current fiscal year as shown by the budget for the current year as adopted or amended; and

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3. Estimates of revenues and expenditures for the budget year.

C The estimate of revenues for any budget year shall include probable income by source which the municipality is legally empowered to collect or receive at the time the budget is adopted. The estimate shall be based on a review and analysis of past and anticipated revenues of the municipality. Any portion of the budget of revenues to be derived from ad valorem property taxation shall not exceed the amount of tax which is available for appropriation, as finally determined by the county excise board, or which can or must be raised as required by law. The budget of expenditures for each fund shall not exceed the estimated revenues for each fund. No more than ten percent (10%) of the total budget for any fund may be budgeted for miscellaneous purposes. Included in the budget of revenues or expenditures for any fund may be amounts transferred from or to another fund. Any such interfund transfer must be shown as a disbursement from the one fund and as a receipt to the other fund. (New, effective 10/1/79)

SECTION 17-207. GENERAL FUND AND OTHER FUND - SINKING FUND.

Any monies received or expended by a municipality must be accounted for by fund and account. Each municipality shall prepare a budget for the general fund and for other funds as the governing body may require pursuant to Section 17-212 of this title. The municipal governing body shall determine the needs of the municipality for sinking fund purposes, pursuant to Section 431 of Title 62 of the Oklahoma Statutes, Section 2497 of Title 68 of the Oklahoma Statutes, and Section 28 of Article 10 of the Oklahoma Constitution, and include these requirements in the debt service fund budget for the budget year. (Amended 7/1/84)

SECTION 17-208. NOTICE AND HEARING.

The municipal governing body shall hold a public hearing on the proposed budget no later than fifteen (15) days prior to the beginning of the budget year. Notice of the date, time and place of the hearing, together with the proposed budget summary, shall be published in a newspaper of general circulation in the municipality not less than five (5) days before the date of the hearing. The municipal clerk shall make available a sufficient number of copies of the proposed budget as the governing body shall determine and have them available for review or for distribution or sale at the office of the municipal clerk. Whenever the total operating budget, not including debt service, does not exceed Twelve Thousand Dollars (\$12,000.00) per year, the proposed budget summary and notice may be posted at the governing body's principal headquarters in lieu of publication in a newspaper. At the public hearing on the budget any person may present to the governing body comments, recommendations or information on any part of the proposed budget. (Effective 10/1/79)

SECTION 17-209. ADOPTION OF BUDGET - FILING - APPROPRIATION - LEVY BY COUNTY EXCISE BOARD.

After the hearing and at least seven (7) days prior to the beginning of the budget year, the governing body shall adopt the budget. The governing body may add or increase items or delete or decrease items in the budget. In all cases the proposed expenditures shall not exceed the estimated revenues for any fund.

B. The adopted budget shall be filed with the excise board of each county in which the municipality is located on or before the first day of the budget year. At the same time that the budget is filed with the excise board, one copy of the budget as adopted shall be transmitted to the State Auditor and Inspector and one copy shall be kept on file in the office of the municipal clerk.

C. The adopted budget shall be in effect on and after the first day of the fiscal year to which it applies. The budget as adopted and filed with the State Auditor and Inspector shall constitute an appropriation for each fund, and the appropriation thus made shall not be used for any other purpose except as provided by law.

D. At the time required by law, the county excise board shall levy the taxes necessary for the municipality's sinking fund for the budget year pursuant to Section 431 of Title 62 of the Oklahoma Statutes. (Effective 10/1/79)

SECTION 17-210 PROTESTS - PUBLIC RECORD.

Within fifteen (15) days after the filing of any municipal budget with the State Auditor and Inspector, any taxpayer may file protests against any alleged illegality of the budget in the manner provided by this section and Sections 24104 through 24111 of Title 68 of the Oklahoma Statutes. The fifteen-day protest period begins upon the date the budget is received in the Office of the State Auditor and Inspector. After receipt of a taxpayer protest, the State Auditor and Inspector shall transmit by certified mail one copy of each protest to the municipal clerk, and one copy of each protest to the county treasurer and the excise board of each county in which the municipality is located. The taxpayer protest shall specify the alleged illegality in the budget and the grounds upon which the alleged illegality is based. Any protest filed by any taxpayer shall inure to the benefit of all taxpayers. If no protest is filed by any taxpayer within the fifteen-day period, the budget and any appropriations thereof shall be deemed legal and final until amended by the governing body or the county excise board as authorized by law. Taxpayers shall have the right at all reasonable times to examine the budget on file with the municipal clerk, the

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county excise board, or the State Auditor and Inspector for the purpose of checking illegalities in the budget or for filing protests in accordance with this section and Sections 24104 through 24111 of Title 68. (Amended, effective 5/27/80).

SECTION 17-211. DEFICITS - PROHIBITIONS - VIOLATIONS - PENALTY.

A. No expenditure may be authorized or made by any officer or employee which exceeds any fund balance for any fund of the budget as adopted or amended or which exceeds the appropriation for any fund of the budget as adopted or amended. Any balance remaining in a fund at the end of the budget year shall be carried forward to the credit of the fund for the next budget year.

B. It shall be unlawful for any officer or employee of the municipality in any budget year:

1. To create or authorize creation of a deficit in any fund; or

2. To authorize, make or incur expenditures or encumbrances in excess of ninety percent (90%) of the appropriation for any fund of the budget as adopted or amended until revenues in an amount equal to at least ninety percent (90%) of the appropriation for the fund have been collected. Any fund balance which is included in the appropriation for the fund is considered revenue in the budget year for which it is appropriated. Expenditures may then be made and authorized so long as any expenditure does not exceed any fund balance.

C. Any obligation that is contracted or authorized by any officer or employee in violation of this act shall become the obligation of the officer or employee himself and shall not be valid or enforceable against the municipality. Any officer or employee who violates this act shall forfeit his office or position and shall be subject to such civil and criminal punishments as are provided by law. Any obligation, authorization for expenditure or expenditure made in violation of this act shall be illegal and void. (Effective 10/1/79)

SECTION 17-212. ESTABLISHMENT OF FUNDS - ACCOUNTS.

A municipality shall establish funds consistent with legal and operating requirements. Each municipality shall maintain according to its own needs some or all of the following funds or ledgers in its system of accounts:

1. A general fund, to account for all monies received and disbursed for general municipal government purposes, including all assets, liabilities, reserves, fund balances, revenues and expenditures which are not accounted for in any other fund or special ledger account. All monies received by the municipality under the motor fuel tax or under the motor vehicle license and registration tax and earmarked for the street and alley fund may be deposited in the general fund and accounted for as a "street and alley account" within the general fund. Expenditures from this account shall be made as earmarked and provided by law. All references to the street and alley fund or to the special fund earmarked for state-shared gasoline and motor vehicle taxes may mean the street and alley account provided in this section;

2. Special revenue funds, as required, to account for the proceeds of specific revenue sources that are restricted by law to expenditures for specified purposes;

3. Debt service fund, which shall include the municipal sinking fund, established to account for the retirement of general obligation bonds or other long term debt and payment of interest thereon and judgments as provided by law. Any monies pledged to service general obligation bonds or other long term debt must be deposited in the debt service fund;

4. Capital improvement fund, to account for financial resources segregated for acquisition, construction or other improvement related to capital facilities other than those financed by general long term debt;

5. Enterprise funds, to account for each utility or enterprise or other service, other than those operated as a department of the general fund, where the costs are financed primarily through user charges or where there is a periodic need to determine revenues earned, expenses incurred or net income for a service or program;

6. Trust and agency funds, to account for assets held by the municipality as trustee or agent for individuals, private organizations or other governmental units or purposes, such as a retirement fund or a cemetery perpetual care fund;

7. Special assessment funds, to account for the financing of public improvements or services deemed to benefit properties against which special assessments are levied; a separate fund for each special improvement district established by the governing body shall be established, each of which shall be known as a special assessment fund;

8. Internal service funds, to account for the financing of goods or services provided by one department or agency of the municipality to another department or agency, or to another government, on a cost reimbursement basis;

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9. A ledger or group of accounts in which to record the details relating to the general fixed assets of the municipality;

10. A ledger or group of accounts in which to record the details relating to the general bonds or other long term debt of the municipality; or

11. Such other funds or ledgers as may be established by the governing body. (Effective 10/1/79).

SECTION 17-213. CLASSIFICATION OF REVENUES AND EXPENDITURES.

Each fund shall be made up of accounts for classifying revenues and expenditures. Revenues shall be classified separately by source. Expenditures shall be departmentalized within each fund and shall be classified into at least the following accounts:

1. Personal services, which may include expenses for salaries, wages, per diem or other compensation, fees, allowances or reimbursement for travel expenses, and related employee benefits, paid to any officer or employee for services rendered or for employment. Employee benefits may include employer contributions to a retirement system, insurance, sick leave, terminal pay or similar benefits;

2. Materials and supplies, which may include articles and commodities which are consumed or materially altered when used, such as office supplies, operating supplies and repair and maintenance supplies, and all items of expense to any person, firm or corporation rendering a service in connection with repair, sale or trade of such articles or commodities;

3. Other services and charges, which may include all current expenses other than those listed in paragraphs 1, 2, 4 or 5 of this section, such as services or charges for communications, transportation, advertising, printing or binding, insurance, public utility services, repairs and maintenance, rentals, miscellaneous items and all items of expenses to any person, firm or corporation rendering such services;

4. Capital outlays, which may include outlays which result in acquisition of or additions to fixed assets which are purchased by the municipality, including machinery and equipment, furniture, land, buildings, improvements other than buildings, and all construction, reconstruction, appurtenances or improvements to real property accomplished according to the conditions of a contract; and

5. Debt service, which may include outlays in the form of debt principal payments, periodic interest payments, or related service charges for benefits received in part in prior fiscal periods as well as in current and future fiscal periods. (Effective 10/1/79)

SECTION 17-214. RESERVE.

A municipality may create an operating reserve for the purpose of providing a fund or reserve out of which to meet emergency expenditures. (Effective 10/1/79)

SECTION 17-215. FUNDS AND ACCOUNT TRANSFERS.

The chief executive officer, as authorized by the governing body, may transfer any unexpended and unencumbered appropriation or any portion thereof from one account to another within the same department or from one department to another within the same fund; except that no appropriation for debt service or other appropriation required by law or ordinance may be reduced below the minimums required. Any fund balance in an enterprise fund of the municipality may be transferred to another fund of the municipality as authorized by the governing body. Other interfund transfers may be made only as authorized by this act or as provided in the budget as adopted or amended according to Sections 17-206 or 17-216 of this title. Whenever the necessity for maintaining any special fund of a municipality has ceased to exist and a balance remains in the fund, the governing body may authorize the transfer of the balance to the general fund. Applicable law shall govern the use or transfer of balance in any debt service or special assessment fund. (Amended, effective 5/27/80).

SECTION 17-216. SUPPLEMENTAL APPROPRIATIONS - LIMITATIONS PROCEDURE.

A. The governing body may amend the budget to make supplemental appropriations to any fund up to the amount of additional revenues which are available for current expenses as shown by a fund balance for the fund due to:

1. Revenues received from sources not anticipated in the budget for that year;
2. Revenues received from anticipated sources but in excess of the budget estimates therefor; or

3. Unexpended unencumbered cash balances on hand at the end of the preceding fiscal year which had not been anticipated in the budget. Any appropriation authorizing the creating of an indebtedness shall be governed by the applicable provisions of Article 10 of the Oklahoma Constitution.

B. If at any time during the budget year it appears probable that revenues available will be insufficient to meet the amount appropriated, or that due to unforeseen emergencies there is temporarily insufficient money in a particular fund to meet the requirements of appropriation for the fund, the governing body shall take action as it deems necessary. For that purpose, it may amend the budget to reduce one or more appropriations or it may amend the budget to transfer money from one fund to another fund, but no appropriation for debt service may be reduced and no appropriation may be reduced by more than the amount of the unencumbered and unexpended balance thereof. No transfer shall be made from the debt service fund to any other fund except as may be permitted by the terms of the bond issue or applicable law.

C. A budget amendment as provided in this section authorizing supplemental appropriations or a decrease or change in appropriation or funds shall be adopted at a meeting of the governing body and filed with the municipal clerk, the county excise board of each county in which the municipality is located, and the State Auditor and Inspector. (Effective 10/1/79)

ARTICLE XXII

GENERAL POWERS OF MUNICIPALITIES

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ARTICLE XXII

GENERAL POWERS OF MUNICIPALITIES

SECTION 22-101. CORPORATE POWERS OF MUNICIPALITIES

All incorporated municipalities shall be bodies corporate and politic, and shall have the powers to:

1. Sue and be sued;
2. Purchase and hold real and personal property for the use of the municipality;
3. Sell and convey any real or personal property owned by the municipality and make orders respecting the same as may be conducive to the best interests of the municipality;

4. Make all contracts and do all other acts in relation to the property and affairs of the municipality, necessary to the good government of the municipality, and to the exercise of its corporate and administrative powers; and

5. Exercise such other powers as are or may be conferred by law.

SECTION 22-101.1. POLITICAL ACTIVITIES BY MUNICIPAL EMPLOYEES - EXCEPTIONS - FILING AS CANDIDATE

Municipal employees may attend and express their views at city council meetings, or any other public meetings of municipal entities.

Any municipal employee may actively participate in partisan and nonpartisan political activities. Provided, the political activity in which the employee participates shall be exercised only during off-duty hours and while not in uniform. Any federal statutes restricting the political activities of certain municipal employees shall supersede the provisions of this section as to such employees. Municipal corporations may establish employment requirements requiring municipal employees to refrain from filing as a candidate for public office while employed by said municipality. (Amended 6/24/83)

SECTION 22-101.2. COERCION PROHIBITED

It shall be unlawful for the governing body or officer of any municipal corporation in this state to directly or indirectly coerce or attempt to coerce any municipal employee to participate or refrain from participation in municipal political activities or public meetings. (Added eff. 10/19/81).

SECTION 22-101.3. PENALTIES

Any person convicted of violating any of the provisions of this act shall be guilty of a misdemeanor. (Added eff. 10/19/81).

SECTION 22-102. PROOF OF LEGAL ORGANIZATION OR ORDINANCES

A. If a suit is instituted by a municipality, the municipality shall not be required to post bond or to show its compliance with any of the provisions of law as to its organization or publication of ordinances unless the same is controverted by affidavit.

B. A municipality shall be entitled to recover its costs and attorney fees on the same terms and in the same manner as any other party. (Amended 11/1/84)

SECTION 22-103. SERVICE OF NOTICE OR PROCESS ON MUNICIPALITY

Any notice or process affecting a municipality shall be served upon the municipal clerk, or in his or her absence then upon a deputy municipal clerk or upon the mayor. (Amended 11/1/84)

SECTION 22-104. RIGHT TO ENGAGE IN BUSINESS - PUBLIC UTILITIES AND IMPROVEMENTS - EMINENT DOMAIN - ISSUANCE OF BONDS - LEASE OF PUBLIC UTILITY

Every municipality shall have the right to:

1. Engage in any business or enterprise which may be engaged in by a person, firm or corporation by virtue of a franchise from the municipality and to do all things necessary and proper in the discretion of the governing body of the municipality pursuant to the authority granted to it by the Constitution and laws of this state to maintain said business or enterprise for the benefit of the municipality; and

2. Acquire, own, and maintain, within or without its corporate limits, real estate for sites and rights-of-way for any municipal purpose including but not limited to public utility and public park purposes, and for the location thereon of waterworks, electric light and gas plants and other facilities for generating or distributing energy, ports, airports, hospitals, quarantine stations, garbage reduction plants, pipelines for the transmission and transportation of gas, water, stormwater, and sewerage, and for any plant for the manufacture of any material for public improvement purposes and public buildings; and

3. Exercise the right of eminent domain for any municipal purpose, within or without its corporate limits, and to establish, lay, and operate any plant or pipeline upon any land or right-of-way taken pursuant to eminent domain. Any business or profession which is affected by the right of eminent domain as exercised pursuant to the provisions of this section shall be considered as a property right of the owner thereof and proper allowance therefor shall be made; and

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4. Exercise the right to manufacture any material for public improvement purposes, and to barter or exchange the same for other material to be used in public improvements in the municipality, or to sell the same; and

5. Issue and sell bonds subject to and by virtue of the provisions of the Constitution of this state and in the manner and form provided by law in order to raise the monies to establish and maintain public utilities, parks and improvements; and

6. Sell or lease to any consumer or corporation, within or without its boundaries, the commodities and services supplied by such municipally owned or controlled public utility, business enterprise, or improvement and to enter into such short- or long-term contracts, agreements, and stipulations and do all things necessary and proper to further the capability of the municipality pursuant to the authority granted to it by the Oklahoma Statutes and the Constitution of this state to provide said commodities and services as may be deemed appropriate by the governing body of the municipality; and

7. Lease at a stipulated rental any public improvement or utility from any person, firm, or corporation which will contract to furnish the same. Any such rental contract shall reserve for the municipality the option to purchase the improvement or utility in the future. (Amended 11/1/87)

SECTION 22-105. CONDEMNATION OF PRIVATE PROPERTY

Private property may be taken for public use, or for the purpose of giving a right-of-way or other privilege for any necessary purpose, in the manner provided by law; but in every case the municipality shall make adequate compensation to the person or persons whose property shall be taken or injured thereby as provided by law.

SECTION 22-106. LICENSE TAX ON OCCUPATIONS - AUTHORITY TO LEVY AND COLLECT - PENALTIES

A. A municipal governing body may levy and collect a license tax on auctioneers, contractors, druggists, hawkers, peddlers, bankers, brokers, pawnbrokers, merchants of all kinds, grocers, confectioners, restaurants, butchers, taverns, public boarding houses, billiard tables, bowling alleys, and other amusement devices, drays, hacks, carriages, omnibuses, carts, wagons and other vehicles used in the municipality for pay, hay scales, lumber dealers, furniture dealers, saddle or harness dealers, stationers, jewelers, livery stable keepers, real estate agents, express companies or agencies, telegraph companies or agencies, shows, theatres, all kinds of exhibitions for pay, also photographers, photographers' agents, agents of all kinds and solicitors. The taxes so levied and collected shall be applied for the use and benefit of the municipality as the governing body may direct.

B. All scientific and literary lectures and entertainments shall be exempt from license taxation, and also all concerts and musical or other entertainments given exclusively by the citizens of the municipality.

C. The governing body may establish penalties for any failure to observe the license provisions or to pay the tax provided for by ordinance.

SECTION 22-107. LICENSES REGULATED BY ORDINANCE - EXPIRATION - ISSUANCE

Text as amended by Laws 1984, c. 102, Section 1:

A. Municipal licenses and license fees shall be regulated by ordinance. A municipality may establish such license requirements as it deems appropriate in the exercise of its police power and may provide that each applicant supply his state sales tax identification number or proof of exemption pursuant to provisions of the Sales Tax Code. Any license issued by the governing body shall expire no later than one (1) year after the date of its issuance or on April 30 of each year. No license may be issued until the amount prescribed therefor is paid to the municipal treasurer. No license in any case may be assigned or transferred. Licenses shall be signed as provided for by ordinance. The clerk shall affix the corporate seal of the municipality to the license. A municipality and the Oklahoma Tax Commission may exchange information to further the collection or enforcement of state and local taxes.

B. The municipality, its officers and employees shall preserve the confidentiality of such information in the same manner and be subject to the same penalties as provided by Section 205 of Title 68 of the Oklahoma Statutes, provided that the municipal prosecutor and other municipal enforcement personnel may receive all information necessary to enforce municipal sales tax ordinances or licensing ordinances. (Amended 4/5/84)

Text as amended by Laws 1984, c. 126, Section 4:

Municipal licenses and license fees shall be regulated by ordinance. A municipality may establish such license requirements as it deems appropriate in the exercise of its police power and may provide that each applicant supply his state sales tax identification number or proof of exemption pursuant to the provisions of Title 68 of the Oklahoma Statutes. Any license issued by the governing body shall expire no later than one (1) year after the date of its issuance or on June 30 of each year. No license may be issued until the amount prescribed therefor is paid to

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the municipal treasurer. No license in any case may be assigned or transferred. Licenses shall be signed as provided for by ordinance. The clerk shall affix the corporate seal of the municipality to the license. A municipality and the Oklahoma Tax Commission may exchange information to further the collection or enforcement of state and local taxes. The municipality and the officers and employees of the municipality shall preserve the confidentiality of such information in the same manner and be subject to the same penalties as provided for by Section 205 of Title 68 of the Oklahoma Statutes, provided that the municipal prosecutor and other municipal enforcement personnel may receive all information necessary to enforce municipal sales tax ordinances or licensing ordinances. (Amended 11/1/84)

SECTION 22-107.1 COMMUNITY ANTENNA TELEVISION SYSTEMS

A. A municipality may by ordinance or otherwise issue a certificate, license or permit, for the operation of a cable television system. A municipality may establish such certificate, license or permit requirements as it deems appropriate in the exercise of its power. Any certificate, license or permit issued by the governing body shall be nonexclusive and shall not exceed a period of twenty-five (25) years and may be revocable by the governing body if said body determines that the holder of the certificate, license or permit has willfully failed or neglected to perform duties pursuant to the terms of the grant of the certificate, license or permit. A certificate, license or permit may be assigned or transferred subject to approval of the governing body of the municipality. Nothing herein shall limit the authority of a municipality to comply with state or federal law.

B. No municipality shall grant any overlapping certificate, license, permit or franchise for cable television service within its jurisdiction on terms or conditions more favorable or less burdensome than those in any existing certificate, license, permit or franchise within such municipality.

C. No municipal provisions regulating a cable television system may be adopted which are inconsistent with either state or federal law relating to cable television operations. (Amended 1988)

SECTION 22-108. POWER TO SUPPRESS GAMING AND GAMBLING

The municipal governing body may enact ordinances to restrain, prohibit, and suppress games and gambling houses, bowling alleys, pool and billiard tables, and other gambling tables. The powers granted to municipalities in this section shall not be construed to repeal any gambling law now on the statute books, but shall be cumulative only.

SECTION 22-109. DISORDERLY HOUSES AND PUBLIC INDECENCIES

The municipal governing body may enact ordinances to restrain, prohibit, and suppress houses of prostitution and other disorderly houses and practices, and all kinds of public indecencies. No municipal officer shall accept or receive any hush money, or any money or valuable things, from any person or persons engaged in any such business or practice, or grant any immunity or protection against a rigid enforcement of the laws and ordinances enacted to restrain, prohibit and suppress any such business or practice.

SECTION 22-110. RIOTS, ASSAULTS AND DISTURBANCES - FIREARMS AND FIREWORKS

The municipal governing body may regulate or prohibit riots, assaults, batteries, petty larceny, disturbances or disorderly assemblies, and immoral or indecent shows, exhibitions or concerts, in any street, house or place in the municipality; and may regulate, punish, and prevent the discharge of firearms, rockets, powder, fireworks, or other dangerously combustible material in the streets, lots, grounds, alleys or about, or in the vicinity of any buildings. The governing body may also regulate the carrying of firearms or other deadly weapons, concealed or otherwise, as provided in Section 1289.24 of Title 21 of the Oklahoma Statutes. (Amended 11/1/85)

SECTION 22-111. CLEANING AND MOWING OF PROPERTY - HEARING - COSTS - LIEN

A. A municipal governing body may cause property within the municipal limits to be cleaned of trash and weeds or grass to be cut or mowed in accordance with the following procedure:

1. At least ten (10) days' notice shall be given to the owner of the property by mail at the address shown by the current year's tax rolls in the county treasurer's office before the governing body holds a hearing or takes action. The notice shall order the property owner to clean the property of trash, or to cut or mow the weeds or grass on the property, as appropriate, and said notice shall further state that unless such work is performed within ten (10) days of the date of the notice the work shall be done by the municipality and a notice of lien shall be filed with the county clerk against the property for the costs due and owing the municipality. At the time of mailing of notice to the property owner, the municipality shall obtain a receipt of mailing from the postal service, which receipt shall indicate the date of mailing and the name and address of the mailer. However, if the property owner cannot be located within ten (10) days from the date of mailing by the municipal governing body, notice may be given by posting a copy of the notice on the property or by publication, as defined in Section 1-102 of this title, one

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time not less than ten (10) days prior to any hearing or action by the municipality. If a municipal governing body anticipates summary abatement of a nuisance in accordance with the provisions of subsection B of this section, the notice, whether by certified mail, posting or publication, shall state: that any accumulations of trash or excessive weed or grass growth on the owner's property occurring within six (6) months after the removal of trash or cutting or mowing of weeds or grass on the property pursuant to such notice may be summarily abated by the municipal governing body; that the costs of such abatement shall be assessed against the owner; and that a lien may be imposed on the property to secure such payment, all without further prior notice to the property owner;

2. The owner of the property may give his written consent to the municipality authorizing the removal of the trash or the mowing of the weeds or grass. By giving said written consent, the owner waives his right to a hearing by the municipality;

3. A hearing may be held by the municipal governing body to determine whether the accumulation of trash or the growth of weeds or grass has caused the property to become detrimental to the health, benefit, and welfare of the public and the community or a hazard to traffic, or creates a fire hazard to the danger of property;

4. Upon a finding that the condition of the property constitutes a detriment or hazard, and that the property would be benefited by the removal of such conditions, the agents of the municipality are granted the right of entry on the property for the removal of trash, mowing of weeds or grass, and performance of the necessary duties as a governmental function of the municipality. Immediately following the cleaning or mowing of the property, the municipal clerk shall file a notice of lien with the county clerk describing the property and the work performed by the municipality, and stating that the municipality claims a lien on said property for the cleaning or mowing costs;

5. The governing body shall determine the actual cost of such cleaning and mowing and any other expenses as may be necessary in connection therewith, including the cost of notice and mailing. The municipal clerk shall forward by mail to the property owner specified in paragraph 1 of this subsection a statement of such actual cost and demanding payment. If the cleaning and mowing are done by the municipality, the cost to the property owner for said cleaning and mowing shall not exceed the actual cost of the labor, maintenance, and equipment required. If the cleaning and mowing are done on a private contract basis, the contract shall be awarded to the lowest and best bidder;

6. If payment is not made within thirty (30) days from the date of the mailing of the statement, the municipal clerk shall forward a certified statement of the amount of the cost to the county treasurer of the county in which the property is located and the same shall be levied on the property and collected by the county treasurer as other taxes authorized by law. Until fully paid, the cost and the interest thereon shall be the personal obligation of the property owner from and after the date the cost is certified to the county treasurer. In addition the cost and the interest thereon shall be a lien against the property from the date the cost is certified to the county treasurer, coequal with the lien of ad valorem taxes and all other taxes and special assessments and prior and superior to all other titles and liens against the property, and the lien shall continue until the cost shall be fully paid. At the time of collection, the county treasurer shall collect a fee of Five Dollars (\$5.00) for each parcel of property. Said fee shall be deposited to the credit of the general fund of the county. At any time prior to the collection as provided in this paragraph, the municipality may pursue any civil remedy for collection of the amount owing and interest thereon including an action in personam against the owner and an action in rem to foreclose its lien against the property. A mineral interest, if severed from the surface interest and not owned by the surface owner, shall not be subject to any tax or judgment lien created pursuant to this section. Upon receiving payment, if any, the municipal clerk shall forward to the county treasurer a notice of such payment and directing discharge of the lien; and

7. The municipality may designate by ordinance an administrative officer or administrative body to carry out the duties of the governing body in subsection A of this section. The property owner shall have a right of appeal to the municipal governing body from any order of the administrative officer or administrative body. Such appeal shall be taken by filing written notice of appeal with the municipal clerk within ten (10) days after the administrative order is rendered.

B. If a municipal governing body causes property within the municipal limits to be cleaned of trash and weeds or grass to be cut or mowed in accordance with the procedures provided for in subsection A of this section, any subsequent accumulations of trash or excessive weed or grass growth on the property occurring within a six-month period may be declared to be a nuisance and may be summarily abated without further prior notice to the property owner. At the time of each such summary abatement the municipality shall notify the property owner of the abatement and the costs thereof. The notice shall state that the property owner may request a hearing within ten (10) days after the date of mailing the notice. The notice and hearing shall be as provided for in subsection A of this section. Unless otherwise determined at the hearing the cost of such abatement shall be determined and collected as provided for in paragraphs 5 and 6 of subsection A of this section. Provided, however, that this subsection shall not apply if the records of the county clerk show that the property was transferred after notice was given pursuant to subsection A of this section.

C. The municipal governing body may enact ordinances to prohibit owners of property or persons otherwise in possession or control located within the municipal limits from allowing trash to accumulate, or weeds to grow or stand upon the premises and may impose penalties for violation of said ordinances.

D. As used in this section:

1. "Weed" includes but is not limited to poison ivy, poison oak, or poison sumac and all vegetation at any state of maturity which:
 - a. exceeds twelve (12) inches in height, except healthy trees, shrubs, or produce for human consumption grown in a tended and cultivated garden unless such trees and shrubbery by their density or location constitute a detriment to the health, benefit and welfare of the public and community or a hazard to traffic or create a fire hazard to the property or otherwise interfere with the mowing of said weeds;
 - b. regardless of height, harbors, conceals, or invites deposits or accumulation of refuse or trash;
 - c. harbors rodents or vermin;
 - d. gives off unpleasant or noxious odors;
 - e. constitutes a fire or traffic hazard; or
 - f. is dead or diseased.

The term "weed" shall not include tended crops on land zoned for agricultural use which are planted more than one hundred fifty (150) feet from a parcel zoned for other than agricultural use.

2. "Trash" means any refuse, litter, ashes, leaves, debris, paper, combustible materials, rubbish, offal, or waste, or matter of any kind or form which is uncared for, discarded, or abandoned.

3. "Owner" means the owner of record as shown by the most current tax rolls of the county treasurer.

4. "Cleaning" means the removal of trash from property.

E. The provisions of this section shall not apply to any property zoned and used for agricultural purposes. (Amended 1990)

SECTION 22-112. CONDEMNATION OF DILAPIDATED BUILDINGS - NOTICE - REMOVAL - LIEN

A municipal governing body may cause dilapidated buildings within the municipal limits to be torn down and removed in accordance with the provisions of this section:

1. At least ten (10) days' notice that a building is to be torn down or removed shall be given to the owner of the property before the governing body holds a hearing. A copy of the notice shall be posted on the property to be affected. In addition, a copy of said notice shall be sent by mail to the property owner at the address shown by the current year's tax rolls in the office of the county treasurer. Written notice shall also be mailed to any mortgage holder as shown by the records in the office of the county clerk to the last-known address of the mortgagee. At the time of mailing of notice to any property owner or mortgage holder, the municipality shall obtain a receipt of mailing from the postal service, which receipt shall indicate the date of mailing and the name and address of the mailer. However, if neither the property owner nor mortgage holder can be located, notice may be given by pasting a copy of the notice on the property, or by publication, as defined in Section 1-102 of this title. Such notice may be published once not less than ten (10) days prior to any hearing or action by the municipality pursuant to the provisions of this section.

2. A hearing shall be held by the governing body to determine if the property is dilapidated and has become detrimental to the health, safety, or welfare of the general public and the community, or if said property creates a fire hazard which is dangerous to other property.

3. Pursuant to a finding that the condition of the property constitutes a detriment or a hazard, and that the property would be benefited by the removal of such conditions, the governing body may cause the dilapidated building to be torn down and removed. The governing body shall fix reasonable dates for the commencement and completion of the work. The municipal clerk shall immediately file a notice of dilapidation and lien with the county clerk describing the property, the findings of the municipality at the hearing, and stating that the municipality claims a lien on said property for the destruction and removal costs and that such costs are the personal obligation of the property owner from and after the date of filing of said notice. The agents of the municipality are granted the right of entry on the property for the performance of the necessary duties as a governmental function of the municipality if the work is not performed by the property owner within dates fixed by the governing body.

4. The governing body shall determine the actual cost of the dismantling and removal of dilapidated buildings and any other expenses that may be necessary in conjunction with the dismantling and removal of the buildings, including the cost of notice and mailing. The municipal clerk shall forward a statement of such actual cost attributable to the dismantling and removal of the buildings and a demand for payment of such costs by mail

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to the property owner. In addition, a copy of said statement shall be mailed to any mortgage holder at the address provided for in paragraph 1 of this section. At the time of mailing of the statement of costs to any property owner or mortgage holder, the municipality shall obtain a receipt of mailing from the postal service, which receipt shall indicate the date of mailing and the name and address of the mailer. If a municipality dismantles or removes any dilapidated buildings, the cost to the property owner shall not exceed the actual cost of the labor, maintenance and equipment required for dismantling and removal of the dilapidated buildings. If dismantling and removal of dilapidated buildings is done on a private contract basis, the contract shall be awarded to the lowest and best bidder.

5. When payment is made to the municipality for costs incurred, the municipal clerk shall file a release of lien, but if payment attributable to the actual cost of the dismantling and removal of the buildings is not made within six (6) months from the date of the mailing of the statement to the owner of such property, the municipal clerk shall forward a certified statement of the amount of the cost to the county treasurer of the county in which the property is located. Said costs shall be levied on the property and collected by the county treasurer as are other taxes authorized by law. Until finally paid, the costs and the interest thereon shall be the personal obligation of the property owner from and after the date of the notice of dilapidation and lien is filed with the county clerk. In addition the cost and the interest thereon shall be a lien against the property from the date the notice of the lien is filed with the county clerk. Said lien shall be coequal with the lien of ad valorem taxes and all other taxes and special assessments and shall be prior and superior to all other titles and liens against the property. The lien shall continue until the cost is fully paid. At the time of collection, the county treasurer shall collect a fee of Five Dollars (\$5.00) for each parcel of property. Said fee shall be deposited to the credit of the general fund of the county. At any time prior to collection as provided for in this paragraph, the municipality may pursue any civil remedy for collection of the amount owing and interest thereon including an action in personam against the property owner and an action in rem to foreclose its lien against the property. A mineral interest, if severed from the surface interest and not owned by the surface owner, shall not be subject to any tax or judgment lien created pursuant to this section. Upon receiving payment, the municipal clerk shall forward to the county treasurer a notice of such payment and shall direct discharge of the lien.

6. The municipality may designate, by ordinance, an administrative officer or administrative body to carry out the duties of the governing body specified in this section. The property owner shall have the right of appeal to the municipal governing body from any order of the administrative officer or administrative body. Such appeal shall be taken by filing written notice of appeal with the municipal clerk within ten (10) days after the administrative order is rendered.

7. For the purposes of this section, "dilapidated building" means a structure which through neglect or injury lacks necessary repairs or otherwise is in a state of decay or partial ruin to such an extent that said structure is a hazard to the health, safety, or welfare of the general public. "Owner" means the owner of record as shown by the most current tax rolls of the county treasurer.

8. Nothing in the provisions of this section shall prevent the municipality from abating a dilapidated building as a nuisance or otherwise exercising its police power to protect the health, safety, or welfare of the general public.

9. The officers, employees or agents of the municipality shall not be liable for any damages or loss of property due to the removal of dilapidated buildings performed pursuant to the provisions of this section or as otherwise prescribed by law.

10. The provisions of this act shall not apply to any property zoned and used for agricultural purposes.

(Amended 1990)

SECTION 22-112.1 BOARDING AND SECURING DILAPIDATED BUILDINGS - PROCEDURE - NOTICE

A. After a building has been declared dilapidated, as provided in Section 22-112 of this title, and before the commencement of the tearing and removal of a dilapidated building, the governing body may cause such a building to be boarded and secured.

B. A governing body of any municipality may cause the premises on which an unsecured building is located to be cleaned of trash and weeds in accordance with the provisions of Section 22-111 of this title.

C. A governing body of any municipality may cause an unsecured building to be boarded and secured in accordance with the following procedures:

1. Before the governing body orders such action, at least ten (10) days' notice that such unsecured building is to be boarded and secured shall be given by mail to any property owners and mortgage holders as provided in Section 22-112 of this title. At the time of mailing of notice to any property owner or mortgage holder, the municipality shall obtain a receipt of mailing from the postal service, which receipt shall indicate the date of mailing and the name and address of the mailer. A copy of the notice shall also be posted on the property to be affected. However, if neither the property owner nor mortgage holder can be located, notice may be given by posting a copy of the notice on the property or by publication, as defined in Section 1-102 of this title. Such notice

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shall be published one time, not less than ten (10) days prior to any hearing or action by the municipality pursuant to the provisions of this section. If a municipal governing body anticipates summary abatement of a nuisance in accordance with the provisions of paragraph 9 of subsection C of this section, the notice shall state; that any subsequent need for boarding and securing the building within a six-month period after the initial boarding and securing of the building pursuant to such notice may be summarily boarded and secured by the municipal governing body; that the costs of such boarding and securing shall be assessed against the owner; and that a lien may be imposed on the property to secure such payment, all without further prior notice to the property owner or mortgage holder;

2. The owner of the property may give his written consent to the municipality authorizing the boarding and securing of such unsecured building and to the payment of any costs incurred thereby. By giving said written consent, the owner waives his right to a hearing by the municipal governing body;

3. If the property owner does not give his written consent to such actions, a hearing may be held by the municipal governing body to determine whether the boarding and securing of such unsecured building would promote and benefit the public health, safety or welfare. Such hearing may be held in conjunction with a hearing on the accumulation of trash or the growth of weeds or grass on the premises of such unsecured building held pursuant to the provisions of paragraph 3 of subsection A of Section 22-111 of this title. In making such determination, the governing body shall apply the following standards: the governing body may order the boarding and securing of the unsecured building when the boarding and securing thereof would make such building less available for transient occupation, decrease a fire hazard created by such building, or decrease the hazard that such building would constitute an attractive nuisance to children.

Upon making such a determination, the municipal governing body may order the boarding and securing of the unsecured buildings;

4. After the governing body orders the boarding and securing of such unsecured building, the municipal clerk shall immediately file a notice of unsecured building and lien with the county clerk describing the property, stating the findings of the municipality at the hearing at which such building was determined to be unsecured, and stating that the municipality claims a lien on said property for the costs of boarding and securing the building and that such costs are the personal obligation of the property owner from and after the date of filing said notice;

5. Pursuant to the order of the governing body, the agents of the municipality are granted the right of entry on the property for the performance of the boarding and securing of such building and for the performance of all necessary duties as a governmental function of the municipality;

6. After an unsecured building has been boarded and secured, the governing body shall determine the actual costs of such actions and any other expenses that may be necessary in conjunction therewith including the cost of the notice and mailing. The municipal clerk shall forward a statement of the actual costs attributable to the boarding and securing of the unsecured building and a demand for payment of such costs, by mail to any property owners and mortgage holders as provided in Section 22-112 of this title. At the time of mailing of the statement of costs to any property owner or mortgage holder, the municipality shall obtain a receipt of mailing from the postal service, which receipt shall indicate the date of mailing and the name and address of the addressee.

If a municipality boards and secures any unsecured building; the cost to the property owner shall not exceed the actual cost of the labor, materials and equipment required for the performance of such actions. If such actions are done on a private contract basis, the contract shall be awarded to the lowest and best bidder;

7. When payment is made to the municipality for costs incurred, the municipal clerk shall file a release of lien, but if payment attributable to the actual costs of the boarding and securing of the unsecured building is not made within thirty (30) days from the date of the mailing of the statement to the owner of such property, the municipal clerk shall forward a certified statement of the amount of the costs to the county treasurer of the county in which the property is located. Said costs shall be levied on the property and collected by the county treasurer as are other taxes authorized by law. Until fully paid, the costs and the interest thereon shall be the personal obligation of the property owner from and after the date the notice of unsecured building and lien is filed with the county clerk. In addition the costs and the interest thereon shall be a lien against the property from the date the notice of the lien is filed with the county clerk. Said lien shall be coequal with the lien of ad valorem taxes and all other taxes and special assessments and shall be prior and superior to all other titles and liens against the property. The lien shall continue until the costs and interest are fully paid. At any time prior to collection as provided for in this paragraph, the municipality may pursue any civil remedy for collection of the amount owing and interest thereon including an action in personam against the property owner and an action in rem to foreclose its lien against the property. A mineral interest if severed from the surface owner, shall not be subject to any tax or judgment lien created pursuant to this section. Upon receiving payment, the municipal clerk shall forward to the county treasurer a notice of such payment and shall direct discharge of the lien;

8. The municipality may designate by ordinance an administrative officer or administrative body to carry out the duties of the governing body specified in subsection C of this section. The property owner or mortgage holder shall have a right of appeal to the municipal governing body from any order of the administrative officer or administrative body. Such appeal shall be taken by filing written notice of appeal with the municipal clerk within ten (10) days after the administrative order is rendered;

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9. If a municipal governing body causes a structure within the municipal limits to be boarded and secured, any subsequent need for boarding and securing within a six-month period constitutes a public nuisance and may be summarily boarded and secured without further prior notice to the property owner or mortgage holder. At the time of each such summary boarding and securing, the municipality shall notify the property owner and mortgage holder of the boarding and securing and the costs thereof. The notice shall state that the property owner may request an appeal with the municipal clerk within ten (10) days after the mailing of the notice. The notice and hearing shall be as provided for in paragraph 1 of subsection C of this section. Unless otherwise determined at the hearing the cost of such boarding and securing shall be determined and collected as provided for in paragraphs 6 and 7 of this subsection;

10. A governing body of any municipality may determine that a building is unsecured and order that such building be boarded and secured in the manner provided for in this subsection even though such building has not been declared, by the governing body, to be dilapidated; and

11. For the purposes of this section:

- a. "boarding and securing" or "boarded and secured" means the closing, boarding or locking of any or all exterior openings so as to prevent entry into the structure; and
- b. "unsecured building" shall mean any structure which is not occupied by a legal or equitable owner thereof, or by a lessee of a legal or equitable owner, and into which there are one or more unsecured openings such as broken windows, unlocked windows, broken doors, unlocked doors, holes in exterior walls, holes in the roof, broken basement or cellar hatchways, unlocked basement or cellar hatchways or other similar unsecured openings which would facilitate an unauthorized entry into the structure.

D. The provisions of this section shall not apply to any property zoned and used for agricultural purposes. (Amended 1990)

SECTION 22-113. FIRE HAZARDS AND BUILDING LOCATION RESTRICTIONS

The municipal governing body may regulate the construction or suppression, and cleaning of any apparatus, fixtures, or equipment used in any building, manufactory, or business which may cause or promote fires, may prescribe limits within which dangerous or hazardous businesses may be carried on and may adopt fire prevention codes and regulations. The governing body may impose penalties for the violation of such ordinances and may remove or abate any buildings constructed or located in violation of its ordinances. (Amended 11/1/84)

SECTION 22-114. ENTRY UPON PRIVATE PROPERTY FOR SURVEYS AND EXAMINATIONS - REIMBURSEMENT FOR DAMAGES

A. Municipalities through their authorized agents or employees may enter upon any lands, waters, or premises for the purpose of making surveys, soundings, or examinations as may be necessary for the purpose of establishing, locating, relocating, constructing, or maintaining any sewer, waterworks, drain, or public works or facilities. Entry may also be made for the purpose of terminating any public utility services if the municipality determines the existence of a hazard to the health, safety, or welfare of the general public in connection with said services. Said entry shall not be deemed a trespass, nor shall an entry pursuant to any condemnation proceedings which may be pending be deemed a trespass. If the municipality does not have written consent for entry from the owner and lessee, the municipality shall give notice to the owner and lessee of the property to be entered, by certified mail at least fourteen (14) days prior to any entry. If the owner and lessee are unable to be given notice by certified mail, notice shall be given by publication.

B. Municipalities shall make reimbursement for any actual damages to lands, water, or premises as a result of the entry onto property as authorized in this section. If there is a disagreement as to the amount of any damage, either the person incurring any damage to land, water, or premises or the municipality may file a petition with the district court in the county where the alleged damage occurred requesting the appointment of a commissioner to appraise the damage and proceed to have the damage determined as in condemnation proceedings. (Amended 11/1/84)

SECTION 22-115. ANIMALS RUNNING AT LARGE - REGULATION AND TAXATION

The municipal governing body may regulate or prohibit animals from running at large. Animals which are running at large may be impounded and sold to discharge any costs and penalties established by the governing body and the expense of impounding, keeping or sale of such animals. The governing body may also provide for the erection of pens, pounds, and buildings for the use of the municipality, within or without the municipal limits, and appoint and compensate keepers thereof, and establish and enforce rules governing the pens, pounds or buildings. The governing body may also regulate and provide for taxing the owners and harborers of dogs, and authorize the killing of dogs which are found at large in violation of any ordinance regulating the same.

SECTION 22-116. JURISDICTION OVER PUBLIC GROUNDS AND NAVIGABLE STREAMS

The municipality shall have jurisdiction over any real property within or without its corporate limits belonging to the municipality. Unless otherwise provided for by law, the municipality may regulate the banks, shores, and wharves of navigable streams within the corporate limits. (Amended 11/1/84)

SECTION 22-117. TRAFFIC REGULATIONS - CONTROL OF STREETS - SCHOOL ZONES

A. The municipal governing body may establish ordinances and regulations governing the operation of motor vehicles and traffic upon the roads and streets within the municipality in the manner provided by, and not inconsistent with, state law. The governing body may also regulate and prevent racing and fast driving, and all games, practices or amusements likely to result in damage to any person or property, in the streets, highways, alleys, bridges, sidewalks or other places in the municipality, and riding or driving over or upon the sidewalks of the municipality.

B. Any municipal governing body which establishes ordinances and regulations governing school zone speed limits, shall place school zone signs designating the beginning and end of the zone on the side or in the center of the roadway. Such end zone signing shall be as follows:

- (a) On roadways of two driving lanes, only the end zone signing may be on either side of the roadway or in the center of the roadway.
- (b) On roadways in excess of two driving lanes, the end zone signing shall be on the right side of the roadway or in the center of the roadway if said roadway is divided by a median.

SECTION 22-117.1 POSSESSION OF SECURITY VERIFICATION FORM MAY BE REQUIRED FOR CERTAIN VEHICLES

Pursuant to Section 22-117 of this title, a municipality may by ordinance require the operator of any motor vehicle registered in this state to carry a current security verification form as defined in Article VI, Chapter 7 of Title 47 of the Oklahoma Statutes or equivalent form which has been issued by the Department.

Any person producing proof that a current security verification form or equivalent form which has been issued by the Department was in force for such person at the time of the alleged offense shall be entitled to dismissal of such charge upon payment of court costs; however, if proof of security verification is presented to the court within forty-eight (48) hours after the violation, the charge shall be dismissed without payment of court costs.

Upon conviction, bond forfeiture or deferral of sentence, the court shall forward an abstract to the Department of Public Safety within ten (10) days reflecting the action taken by the court. (Amended 11/1/84)

SECTION 22-118. REGULATION OF TAXICABS - SPECIFIC REQUIREMENTS

The municipal governing body is vested with full police powers, for the purpose of preserving public health, safety and welfare, over the operation, regulation and control of taxicabs within the limits of the municipality. The municipal governing body may prescribe regulations for the operation of taxicabs, which regulations may include, and shall be limited to the following specific powers and subjects:

1. Requirement of minimum insurance, bond or other indemnity for public liability upon each taxicab; and if other than standard insurance be permitted, requirement and specifications of terms and conditions under which such other indemnity shall be accumulated, held, maintained, managed, and disposed of to secure persons in whose favor any liability shall arise out of the operation of taxicabs;
2. Requirement of minimum standards of mechanical condition and efficiency of any vehicle used as a taxicab, together with the power to require inspections to insure compliance therewith;
3. Restriction of the loading of taxicabs to specified zones or localities; including the power to prohibit punish "cruising" and the making of such other rules governing the manner of operation of taxicabs as the public safety may require;
4. Determination, establishment, and enforcement of maximum and/or minimum rates and charges to be made by taxicabs for the transportation of passengers; including, but not requiring, the establishment of zones as the basis of such rates, or the requirement of taximeters as the basis of calculating such charges;
5. Requirement of municipal license for the operation of each taxicab; together with the right to levy and exact an annual fee therefor, and the right to revoke, cancel and thereafter refuse to reissue such license for failure to comply with or for infractions of regulations promulgated pursuant to this section. The granting of any license may be made dependent upon the holding of a certificate of convenience and necessity issued by the municipality, if such certificates are provided as authorized by paragraph 6 of this section; and

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6. Requirement for the holding of a certificate of convenience and necessity as a condition precedent to the issuance and holding of a municipal license for the operation of a taxicab; including the power to issue, deny, suspend and revoke such certificates.

SECTION 22-119. REGULATION OF RAILWAY AND FREIGHT OPERATIONS WITHIN MUNICIPAL LIMITS

The municipal governing body may regulate levees, depots, depot grounds, and places of storing freight and goods, and provide for the passage of railways through the streets and public grounds of the municipality. The governing body may also regulate the crossing of railway tracks and the running of railway engines, cars and trucks within the limits of the municipality, and to govern the speed thereof, and to make provisions, rules and restrictions to prevent accidents at crossings and on the tracks of railways and to prevent fires from engines.

SECTION 22-120. PUBLIC HEALTH, HOSPITALS AND QUARANTINE

The municipal governing body may enact and enforce such ordinances, rules and regulations as it deems necessary for the protection of the public health, not inconsistent with state law; and may establish and regulate hospitals, and provide for their operation and support. The governing body may make regulations to prevent the introduction of contagious diseases into the municipality and may enforce quarantine laws within five (5) miles of the municipal limits.

SECTION 22-121. NUISANCES

The municipal governing body may declare what shall constitute a nuisance, and provide for the prevention, removal and abatement of nuisances.

SECTION 22-122. TREES

The municipal governing body may enact ordinances for the purpose of regulating, planting and maintaining trees in the streets, avenues or public grounds of the municipality. Planting and maintaining trees may also be petitioned for in the manner provided for petitioning sidewalks; and the governing body may make assessments and collect taxes in order to pay for planting and maintaining trees in the manner provided for sidewalk assessments and taxes.

SECTION 22-123. VAGRANCY

The municipal governing body may provide by ordinance for the arrest, fine, and imprisonment of vagrants.

SECTION 22-124. MARKET PLACES - MUNICIPAL BUILDINGS

The municipal governing body may purchase ground for, erect, establish, operate, and regulate retail or commercial redevelopment projects, market houses, and marketplaces. The governing body may contract with any person, company, or corporation for the erection, operation, and maintenance of such redevelopment projects, market houses, and marketplaces on terms and conditions and in such manner as may be necessary and proper pursuant to the authority granted to it by the Constitution and laws of this state to protect and preserve such projects and markets for the benefit of the municipality and its citizens. The municipal governing body may raise all necessary revenue therefor. The governing body may also provide for the erection and operation of any and all necessary buildings for the municipality. (Amended 11/1/84)

SECTION 22-125. GIFTS TO INSTITUTIONS IN STATE SYSTEM OF HIGHER EDUCATION

The municipal governing body may make gifts of any real estate belonging to the municipality to any institution in the Oklahoma State System of Higher Education which is located in the municipality. The municipal governing body may purchase or otherwise acquire real estate for this purpose, execute any instruments necessary for the transfer of real estate, and may give buildings or monies for the construction of buildings to institutions in the state system of higher education. The governing boards of such institutions are hereby authorized to accept these gifts.

SECTION 22-126. PARTICIPATION IN FEDERAL PROGRAMS

The municipal governing body may receive funds for and participate in any federal program, and may cooperate with the United States Government and any agency or instrumentality thereof, in the manner authorized and provided by federal law and regulation. In doing so, a municipality may perform all necessary functions and take all necessary actions for accomplishing such federal purposes and programs, as agent of the federal government, notwithstanding any provisions of state law.

SECTION 22-127. ESTABLISHING RESIDENCY REQUIREMENTS

The municipal governing body by ordinance may designate which appointed officers and employees shall reside within the municipality; but police officers, firefighters and other municipal employees need not be actual residents of the municipality where they are employed in municipalities of five thousand (5,000) population or more, according to the latest federal census.

SECTION 22-128. AUTHORITY FOR PUBLIC IMPROVEMENTS - BORROWING MONEY - BOND ISSUES

The governing body may provide for making any and all improvements of a general nature in the municipality and may from time to time borrow money and issue bonds for the purpose of paying for such improvements. No such money shall be borrowed or bonds issued until the governing body is instructed to do so by a vote of at least three-fifths of the registered voters voting on the question at any election held in the municipality, unless otherwise provided by the Constitution and laws of Oklahoma. Bonds issued under this section shall be payable not more than twenty-five (25) years from the date of their issue, with interest thereon at a rate not exceeding a maximum rate established by law. The governing body shall provide for taxes to pay the bonds at their maturity, and their interest coupons as they respectively become due. (Amended 7/1/83)

SECTION 22-129. WARRANTS AGAINST LOTS FOR SPECIAL ASSESSMENTS

Where municipal improvements of any character are made by special assessments upon the abutting lots, or upon blocks, or where a special assessment may be created by ordinance for the direct benefit of a limited locality in a municipality, the governing body may issue a tax warrant against each separate abutting lot, in the manner provided by law, which shall be a valid lien on the lot and shall be extended, collected and bear a like penalty with other taxes of the state, county or municipality.

SECTION 22-130. REASSESSMENTS FOR VOID OR ILLEGAL ASSESSMENTS

When a municipal governing body has attempted to levy any assessment for improvements which may have been informal, illegal or void for want of sufficient authority or other cause, the governing body of the municipality shall reassess any such assessment in the manner provided by law.

SECTION 22-131. MUNICIPAL RECORDS - DESTRUCTION, SALE OR DISPOSITION AFTER CERTAIN TIME LIMITATIONS

A municipal governing body may destroy, sell for salvage or otherwise dispose of the following papers, documents and records after the expiration of the specified period of time following the end of the fiscal year in which the paper, document or record was created, except as otherwise specified:

1. One (1) year: parking citations may be destroyed or otherwise permanently disposed of one (1) year after the date of issuances;
2. Two (2) years: municipal court warrants, water, sewer, garbage and utility receipts and statements, which have been previously audited; inspection records relating to water meters and sewer inspections; miscellaneous petitions and letters addressed to the governing body on matters other than pertaining to the items hereinafter set forth; utility billing ledger or register; utility cash receipts ledger or register; and utility accounts receivable ledger or register. Fire run contracts may be destroyed or otherwise disposed of two (2) years after their expiration;
3. Five (5) years: successful and unsuccessful bids for the purchase or furnishing of equipment, material and improvements; inspection records except as provided for in paragraph 2 of this section; claims that have been denied; license applications; bonds; special, primary and general election payrolls; election tabulations and returns; withholding statements; garnishment records; traffic tickets and receipts; bond receipts and fine receipts; information and complaints; court dockets; paid general obligation and

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revenue bonds; paid street improvement, sewer and sidewalk district bonds; warrants; claims; checks; vouchers; purchase orders; payrolls;

4. Ten (10) years: inventories; appropriation ledgers; sidewalk assessment records, except payment records; cash receipt book or register for the general fund, the street and alley fund, any bond fund or sinking fund, and all other trust funds that have been audited; and

5. Fifteen (15) years: sewer and improvement district records, except payment records.

None of the above-mentioned records, papers or documents pertaining to pending litigation shall be disposed of until such litigation is finally terminated. This section shall not be construed to authorize or allow the destruction of any testing laboratory results or the inspection records of public improvements of a municipality. (Amended 1990)

SECTION 22-132. AUTHORITY TO HAVE RECORDS PHOTOGRAPHED OR REPRODUCED ON FILM - ORIGINAL RECORD - STORAGE

A. The head of any municipal department, commission, bureau or board may have any or all records kept by the official, department, commission, bureau or board photographed, microphotographed, photostated, reproduced on film or stored on optical disk. Such film or reproducing material shall be of durable material and the device used to reproduce such records on film or other material shall be such as to accurately reproduce and perpetuate the original records in all details.

B. The photostatic copy, photograph, microphotograph, photographic film or optical disk of the original records shall be deemed to be an original record for all purposes, and shall be admissible in evidence in all courts or administrative agencies. A facsimile, exemplification or certified copy thereof shall, for all purposes recited herein, be deemed to be a transcript, exemplification or certified copy of the original.

C. Whenever photostatic copies, photographs, microphotographs, reproductions on films or optical disks shall be placed in conveniently accessible files and provisions made for preserving, examining and using same, the head of any municipal department, commission, bureau or board may certify those facts to the municipal governing body. The governing body may, by ordinance or resolution, authorize the disposal, archival storage or destruction of such records and papers. (Amended 1990)

SECTION 22-132.1. MUNICIPAL RECORDS - MAINTENANCE AND PROTECTION - AVAILABILITY

Any officer or employee of a municipality having custody of records or other documents of the municipality shall keep and maintain such records in a manner and at a location prescribed by the governing body. Such records shall be available for use by officers and employees of the municipality as the governing body shall direct. The governing body shall establish policies and procedures to preserve and protect the records of the municipality consistent with other provisions of law providing for the confidentiality of such records where appropriate and the accessibility of such records for inspection by the public. (Added 1989)

SECTION 22-133. CONTESTING REASONABLENESS OF OIL AND GAS DRILLING FEE

Any person, firm or corporation may contest the reasonableness of any fee imposed pursuant to the provisions of Section 52 of Title 17 of the Oklahoma Statutes, for the issuance of a permit for the drilling and operation of an oil and gas well or the regulation thereof, by filing a petition in the district court of the county where the governing body of such incorporated city or town is located. The court, upon hearing all the facts and circumstances relating to the imposition of the fee, shall determine the reasonableness of such fee. The court may award attorneys' fees and costs to the prevailing party. (Added 1986)

SECTION 22-134. PURCHASING OR ACCOUNTS PAYABLE - APPROVAL BY ELECTRONIC PROCESS

Notwithstanding any other provisions of the Oklahoma Statutes, any municipal document, other than checks, drafts or warrants, relating to purchasing or accounts payable may be approved by the municipality by an electronic process in lieu of a manual process. (Added 1990)

ARTICLE XXVII

COURTS

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ARTICLE XXVII

COURTS

SECTION 27-101. CREATION OF MUNICIPAL COURT NOT OF RECORD

A municipality may create a Municipal Court, as provided in this article, which shall be a court not of record. This court may be created in addition to a Municipal Criminal Court of Record. References in Sections 27-101 through 27-131 of this title to the municipal court shall mean the municipal court not of record established under the authority of the provisions of this article.

SECTION 27-102. RESOLUTION OF GOVERNING BODY

Before a municipal court not of record may be put into operation, the municipal governing body shall determine by resolution that the efficient disposition of cases involving the violation of municipal ordinances necessitates putting the court into operation. The governing body shall cause a certified copy of the resolution to be filed in the office of the county clerk of each county in which the municipality is located. The resolution and the filing thereof shall be judicially noticed in all courts of this state. (Amended 1988)

SECTION 27-103. JURISDICTION

The municipal court shall have original jurisdiction to hear and determine all prosecutions wherein a violation of any ordinance of the municipality where the court is established is charged.

SECTION 27-104. JUDGES

A. The number of judges for each municipal court shall be determined by the governing body of the municipality where the court is established. The judge of each municipal court shall be appointed by the mayor of the municipality where the court is established, with the consent of the municipal governing body. The judge of any municipal court shall be licensed to practice law in Oklahoma, except as provided in subsections B and C of this section. He shall serve for a term of two (2) years, said term expiring on a date fixed by ordinance, and until his successor is appointed and qualified, unless sooner removed by the vote of a majority of all members of the governing body for such cause as is provided by law for the removal of public officers. Any appointment to fill a vacancy shall be for the unexpired term. Except in cities of more than two hundred thousand (200,000) population, nothing herein shall be construed to prevent the judge from engaging in the practice of law in any other court during his tenure of office. The judge shall be paid a salary to be fixed by the municipal governing body. He shall be paid in the same manner as other municipal officials.

B. In any municipality with a population of less than seven thousand five hundred (7,500), the mayor, with the consent of the governing body of the municipality, may appoint as judge:

1. An attorney licensed to practice law in Oklahoma, who resides in the county in which the municipality is located or in an adjacent county; or

2. An attorney licensed to practice law in Oklahoma who maintains a permanent office in the municipality; or

3. Any suitable person residing in the municipality or within twenty (20) miles of the boundaries of the municipality.

The mayor may be designated as judge of the municipal court upon approval of the governing body of the municipality.

C. In any municipality with a population of seven thousand five hundred (7,500) or more, if no attorney licensed to practice law in Oklahoma resides in the county or in an adjacent county in which the municipality is located, who is at the time of appointment willing to accept the appointment as judge, the mayor, with the consent of the governing body of the municipality, may appoint any suitable and proper person as judge.

D. If the judge of the municipal court is not a licensed attorney, the trial shall be to the court, and the court may not impose a fine of more than Fifty Dollars (\$50.00) and may not order the defendant imprisoned except for the nonpayment of fines or costs or both. (Amended, effective 11/1/84)

SECTION 27-105. PROHIBITION ON CHANGE OF VENUE - DISQUALIFICATION OF JUDGE

No change of venue shall be allowed from any municipal court, but the judge of the municipal court may be disqualified under the same terms and conditions as are now provided by law for courts of record, and in case of such disqualification a special judge shall be appointed as provided in Section 27-104 of this title.

SECTION 27-106. ACTING JUDGE - ALTERNATE JUDGE - COMPENSATION

In the event of disqualification of the judge in a particular case, or his absence or inability to act, the mayor of the municipality may appoint some person, qualified as provided in Section 27-104 of this title, as acting municipal judge of the court in the place of the judge during his absence or inability to act or in a case wherein the judge is disqualified; or, in its discretion, the municipal governing body may provide by ordinance for the appointment of an alternate judge of the court, in the same manner and for the same term as the judge and possessing the qualifications prescribed by Section 27-104 of this title, who shall sit as acting judge of the court in case of the absence, inability or disqualification of the judge. If both the judge and the alternate judge are unable to sit, the mayor may appoint an acting judge as provided in this section. The municipal governing body, by ordinance, shall provide for the compensation of an acting judge of the court.

SECTION 27-107. VACANCIES IN OFFICE OF JUDGE

Vacancies in the office of the judge of any municipal court shall be filled in the same manner as provided for the appointment of the judge in the first instance.

SECTION 27-108. MUNICIPAL ATTORNEY AS PROSECUTING OFFICER

The municipal attorney of each municipality where a municipal court is established may be the prosecutor of the municipal court. The prosecutor shall have full power to prosecute for the violations of any ordinance of the municipality in the municipal court and shall have the power to prosecute and resist appeals and proceedings in error and review from the municipal court. (Amended 11/1/84)

SECTION 27-109. CLERK OF COURT - DUTIES

The municipal clerk of any municipality where a municipal court is established, or a deputy designated by him, shall be ex officio the clerk of the municipal court. The clerk shall:

1. Assist the judge in recording the proceedings of the court, preparation of writs, processes, or other papers;
2. Administer oaths required in judicial or other proceedings before the court;
3. Be responsible for the entry of all pleadings, processes, and proceedings in the dockets of the court;
4. Perform such other clerical duties in relation to the proceedings of the court as the judge shall direct; and
5. Receive and give receipt for and disburse or deliver to the municipal treasurer all fines, forfeitures, fees, deposits, and sums of money properly payable to the municipal court. Such funds and sums of money while in the custody of the clerk shall be deposited and disbursed upon vouchers as directed by the municipal governing body.

SECTION 27-110. COURT MARSHAL - DUTIES

The municipal governing body, upon the recommendation of the judge of the municipal court, may designate any appropriate person who is a resident of the municipality to serve as marshal, and in the absence of such a designation, the chief of police or corresponding officer of the municipality shall be ex officio marshal of the court. The marshal shall execute any writs and other process directed to him, except as herein otherwise provided, and such duty may be performed by any deputy marshal or by any members of the police force of the municipality, as the case may be.

SECTION 27-111. BOND OF CLERK AND JUDGE - FORM

A. The clerk of each municipal court shall give bond to the governing body of the municipality where the court is established. The bond shall be approved by the governing body and shall be in an amount to be fixed by the governing body. The bond shall be in substance as follows:

I, _____, clerk of the Municipal Court of _____, State of Oklahoma, and _____ and _____, his sureties, do jointly and severally agree to pay on demand each and every person who may be entitled thereto, all such sums of money as the said clerk may become liable to pay, on account of any moneys which may come into his hands, by virtue of his office.

Dated at _____, this _____ day of _____, 19____.

(Signed)

B. The municipal governing body may provide that the judge, the alternate judge, and an acting judge, or any of them, shall give a bond to the governing body of the municipality where the court is established. If a bond is required, it shall be in an amount to be fixed by the governing body. It shall be conditioned in the same manner as the bond that is required of the clerk of the court, and it shall be approved by the governing body.

SECTION 27-112. FEES, FINES AND FORFEITURES - DISPOSITIONS

All of the fees, fines, and forfeitures which come into the municipal court shall be paid by the clerk of the court to the municipal treasurer. The treasurer shall credit such deposits to the fund designated by the municipal governing body. The court clerk shall make duplicate receipts for the fees, fines, and forfeitures collected by him, one of which shall be retained by the municipal treasurer together with a detailed statement of all costs, the style of the case in which they were paid, and the name of the party paying the same. (Amended 11/1/84)

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SECTION 27-113. PROCEDURE - JUDICIAL NOTICE OF STATUTES AND ORDINANCES - WRITS AND PROCESS

Except as otherwise provided for by law, the code of procedure in the municipal court shall be the same as is provided for by law for the trial of misdemeanors. The court shall take judicial notice of state statutes and the ordinances of the municipality in which it is located. Writs and processes of the court may be issued by the judge or clerk thereof to any proper officer. All writs and processes of the municipal court in which a violation of a municipal ordinance is charged shall be directed to the chief of police of the municipality, a county sheriff, or to some other appropriate peace officer. A law enforcement officer of the municipality or county sheriff may serve an arrest warrant issued by the municipal court any place within this state. If the warrant is served by a county sheriff, the municipality shall pay the Sheriff's Service Fee Account a fee of Twenty Dollars (\$20.00). (Amended 1990)

SECTION 27-114. RULES FOR CONDUCT OF COURT BUSINESS

The judge of each municipal court may prescribe rules, consistent with the provisions of this article, for the proper conduct of the business of the municipal court.

SECTION 27-115. PROSECUTIONS BY VERIFIED COMPLAINT - STYLE

All prosecutions commenced in the municipal court shall be by complaint which shall be subscribed by the person making the complaint and shall be verified before a judge, the court clerk, a deputy court clerk, or a police officer. No warrant for arrest shall be issued until the complaint has been approved by the judge of the municipal court. All prosecutions for the violation of municipal ordinances shall be styled, "The _____ (City or Town) of _____ (name the municipality) vs. _____ (naming the person or persons charged)." (Amended 11/1/84)

SECTION 27-116. ARRAIGNMENT - FINES IN LIEU OF APPEARANCE

The arraignment shall be made by the court. The judge or the prosecuting attorney shall read the complaint to the defendant, inform him of his legal rights and of the consequences of conviction, and ask him whether he pleads guilty or not guilty. The municipal governing body by ordinance may prescribe a schedule of fines which the defendant may pay in lieu of his appearance before the municipal court and such payment shall constitute a final determination of the cause against the defendant.

SECTION 27-117. BAIL - RELEASE ON OWN RECOGNIZANCE - TRAFFIC CITATION

A. If a resident of a municipality served by a municipal court is arrested for the violation of any ordinance, traffic or nontraffic, by a law enforcement officer, the officer shall immediately release said person if the person acknowledges receipt of a citation by signing it unless it reasonably appears to the officer that the person may cause injury to himself or others or damage to property if released, that the person will not appear in response to the citation, or the person is arrested for an offense against a person or property. If said person fails to appear in response to the citation, a warrant shall be issued for his arrest and his appearance shall be compelled.

B. If a resident of a municipality served by a municipal court is arrested by a law enforcement officer for the violation of any ordinance and is not released by being permitted to sign a citation as provided in subsection A of this section, he shall be admitted to bail either before or after arraignment, or shall be released on his own recognizance.

C. If a nonresident of a municipality served by a municipal court is arrested for a violation of any ordinance other than a traffic violation by a law enforcement officer, the defendant shall be eligible to be admitted to bail either before or after arraignment.

D. A municipality may require a person who is arrested for a municipal traffic violation by a law enforcement officer to comply with the procedures provided by law in Section 1114.1 of Title 22 of the Oklahoma Statutes for state traffic violations with respect to release of the arrested person. The following methods of posting bail shall apply:

1. Posting cash bail; or
2. Depositing with the arresting officer a "guaranteed arrest bond certificate"; or

3. Depositing with the arresting officer a valid license to operate a motor vehicle in exchange for a receipt therefor issued by the arresting officer, which shall be recognized as an operator's license and shall authorize the person's operation of a motor vehicle until the date of his hearing but not to exceed twenty (20) days. This procedure for depositing a valid operator's license shall not be used unless authorized by a duly enacted ordinance. A municipality may prescribe a fine for up to the maximum amount authorized by the courts not of record for failure of a person to have a valid driver's license when charged with a traffic violation.

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E. The amount and conditions of bail granted pursuant to the provisions subsections B and C of this section shall be determined by the judge who shall prescribe rules for the receipt of bail and for the release by recognizance. In the event of arrests at night, emergencies, or when the judge is not available, the chief of police or his designated representative may be authorized by the judge subject to such conditions as shall be prescribed by the judge to accept a temporary cash bond in a sufficient amount to secure the appearance of the accused. The cash bond shall not be more than the maximum fine provided for by ordinance for each offense charged. The chief of police or his designated representative is authorized subject to such conditions as shall be prescribed by the judge to release a resident of the municipality on his own recognizance. (Amended 11/1/84)

SECTION 27-118. FAILURE TO APPEAR ACCORDING TO TERMS OF BOND - FORFEITURE

If, without sufficient excuse, a defendant fails to appear according to the terms or conditions of his bond, either for hearing, arraignment, trial or judgment, or upon any other occasion when his presence in court or before the magistrate may be lawfully required, the judge may direct that fact to be entered upon the court minutes, thereby declaring the bond to be forfeited. Without advancing court costs, the judge shall then cause the forfeiture to be certified to the district court in the county where the situs of the municipal government is located, where it shall be entered upon the judgment docket and shall have the full force and effect of a district court judgment. At such time as the forfeiture is entered upon the district court judgment docket, the district court clerk shall proceed in accordance with the provisions of Sections 1330 through 1333 and 1335 of Title 59 of the Oklahoma Statutes. A surety shall have all remedies available under the provisions of Section 1108 of Title 22 and Sections 1301 through 1340 of Title 59 of the Oklahoma Statutes. Court costs shall be collectible from the proceeds of the bond.

SECTION 27-119. JURY TRIALS - QUALIFICATIONS OF JURORS

In all prosecutions in the municipal court for any offense punishable by a fine of more than One Hundred Dollars (\$100.00) or by imprisonment, or by both such fine and imprisonment, a jury trial shall be had unless waived by the defendant and the municipality, provided that the municipality has complied its penal ordinances in accordance with the provisions of Sections 14-109 and 14-110 of this title. If the municipality has not complied its ordinances as provided by law, the fine shall not exceed Fifty Dollars (\$50.00). In prosecutions for all other offenses, or in cases wherein a jury trial is waived by the defendant and the municipality, trial shall be to the court. A jury in the municipal court shall consist of six (6) jurors, five of whom may return a verdict. Jurors shall be good and lawful men or women, citizens of the county in which the court sits, having the qualifications of jurors in the district court. (Amended, effective 10/1/83)

SECTION 27-120. SELECTION AND SUMMONS OF JURORS

Jurors in the municipal court shall be selected under the same terms and conditions as are provided for by law for the district courts. Upon written request of the judge of the municipal court for a stated number of jurors to the chief judge of the appropriate district court, it shall be the duty of the clerk of the district court to draw from the jury wheel a requested number of jurors in the same manner as is provided by law for the district court until the number requested, who from their addresses appear to reside within the corporate limits of the municipality, is drawn, and to prepare a list of names drawn and certify such list to the judge of the municipal court. On completion of the draw, the clerk shall immediately return to the jury wheel all names drawn which are not placed on the certified list. The judge of the municipal court shall make written request to the chief judge of the district court for a stated number of additional jurors if, after allowance of claimed statutory exemptions, the listed number is found to be insufficient. Summons of the prospective jurors shall be issued as set out by ordinance, and may be served in person by the chief of police or any member of the police force of the municipality, or may be served by the clerk of the municipal court by mail.

SECTION 27-121. FEES AND MILEAGE OF JURORS AND WITNESSES

The municipal governing body shall determine by ordinance the fees and mileage that shall be paid to jurors and witnesses in a municipal court. However, no witness fee shall be paid to any police or peace officer. The jury fee and mileage due jurors and witnesses shall be paid as provided by ordinance.

SECTION 27-122. ENFORCEMENT OF PAYMENT OF FINES OR COSTS BY IMPRISONMENT - PERSONS UNABLE TO PAY

- A. If a defendant who is financially able refuses or neglects to pay a fine or costs or both, payment may be enforced:
1. By imprisonment until the same shall be satisfied at the rate of Five Dollars (\$5.00) per day; or
 2. In the same manner as is prescribed in subsection B of this section for a defendant who is without means to make such payment.

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B. If the defendant is without means to pay the fine or costs, the municipal judge may direct the total amount due to be entered upon the court minutes and to be certified to the district court in the county where the situs of the municipal government is located where, it shall be entered upon the district court judgment docket and shall have the full force and effect of a district court judgment. Thereupon the same remedies shall be available for the enforcement of the judgment as are available to any other judgment creditor. (Amended, effective 11/1/87)

SECTION 27-122.1 MUNICIPAL COURTS - SENTENCES - COSTS

A. All sentences of imprisonment shall be executed by the chief of police of the municipality, and any person convicted of a violation of any ordinance of the municipality and sentenced to imprisonment shall be confined in the jail, farm or workhouse, of the municipality, in the discretion of the court, for the time specified in the sentence; provided, however, the court may, in lieu of imprisonment, order the defendant to engage in a term of community service without compensation. If the defendant fails to perform the required community service or if the conditions of community service are violated, the judge may impose a sentence of imprisonment, not to exceed the maximum sentence allowable for the violation for which the defendant was convicted.

B. The judge of the municipal court imposing a judgment and sentence, at his discretion, is empowered to modify, reduce, or suspend or defer the imposition of such sentence or any part thereof and to authorize probation for a period not to exceed six (6) months from the date of sentence, under such terms or conditions as the judge may specify. Procedures relating to suspension of the judgment or costs or both shall be as provided in Section 27-123 of Title 11 of the Oklahoma Statutes. Upon completion of the probation term, the defendant shall be discharged without a court judgment of guilt, and the verdict, judgment of guilty or plea of guilty shall be expunged from the record and said charge dismissed with prejudice to any further action. Upon a finding of the court that the conditions of probation have been violated, the municipal judge may enter a judgment of guilty.

C. The judge of the municipal court may continue or delay imposing a judgment and sentence for a period of time not to exceed six (6) months from the date of sentence. At the expiration of such period of time the judge may allow the municipal attorney to amend the charge to a lesser offense.

D. If a deferred sentence is imposed, an administrative fee of not to exceed One Hundred Dollars (\$100.00) may be imposed as costs in the case.

E. For the purposes of this section, "judge of the municipal court" means a municipal court judge who is licensed to practice law in Oklahoma. (Amended 1990)

SECTION 27-122.2 COMMUNITY SERVICE IN LIEU OF FINE OR IN CONJUNCTION WITH IMPRISONMENT - VIOLATION OF COMMUNITY SERVICE CONDITIONS

Whenever a person is convicted in municipal court for violation of a municipal ordinance, the court may order the defendant to a term of community service or remedial action in lieu of fine or in conjunction with imprisonment. If the defendant fails to perform the required community service or if the conditions of community service are violated, the judge may impose a sentence of imprisonment, not to exceed the maximum sentence allowable for the violation for which the defendant was convicted. (Amended 1990)

SECTION 27-123. SUSPENSION OF JUDGMENT OR COSTS - RECONFINEMENT

Whenever any person shall be convicted in the municipal court of violating a municipal ordinance, the judge trying the cause, after sentence, may suspend the judgment or costs or both and allow the person so convicted to be released upon his own recognizance. Any person so released shall be required to report at such times and to such person or officer as the judge shall direct. The judge may cause a warrant to be issued for any person so released if it shall be made to appear to the judge that such person:

1. Has been guilty of the violation of any law after his release;
2. Is habitually associating with lewd or vicious persons; or
3. Is indulging in vicious habits.

Upon the issuance of the warrant by the judge, the person shall be delivered forthwith to the place of confinement to which he was originally sentenced and shall serve out the full term for which he was originally sentenced.

SECTION 27-124. SUPERVISION OF JUVENILES ON PAROLE OR PROBATION

In addition to the duties otherwise provided by law, the judge of each municipal court, or some other person designated by the governing body of the municipality where the court is established, shall be required to supervise all juveniles who are either on parole or serving probation terms or suspended sentences pronounced and adjudged by the municipal court.

SECTION 27-125. CONTEMPT OF COURT

The judge of each municipal court shall have power to enforce due obedience to orders, rules and judgments made by him and may fine or imprison for contempt offered to the judge while holding his court or to process issued by him in the same manner and to the same extent as the district courts of Oklahoma.

SECTION 27-126. COSTS

The municipal governing body shall determine by ordinance the costs that shall be charged and collected by the clerk of the court, but such costs shall not exceed the sum of Fifteen Dollars (\$15.00) plus the fees and mileage of jurors and witnesses. (Amended 11/1/87)

SECTION 27-127. PROSECUTION FOR SAME OFFENSE OF ANOTHER COURT PROHIBITED

When a defendant has been in jeopardy for the same or any lesser included offense in a municipal court, or district court, he shall not be prosecuted in another court for the same or a lesser included offense. (Amended, effective 10/1/80)

SECTION 27-128. WRITS OF MANDAMUS, PROHIBITION AND CERTIORARI

The district court in each county wherein a municipal court is established shall have the same jurisdiction to issue to the municipal court writs of mandamus, prohibition and certiorari as the Supreme Court now has to issue such writs to courts of record.

SECTION 27-129. APPEALS

A. An appeal may be taken from a final judgment of the municipal court by the defendant by filing in the district court in the county where the situs of the municipal government is located, within ten (10) days from the date of the final judgment, a notice of appeal and by filing a copy of the notice with the municipal court. In case of an appeal, a trial de novo shall be had, and there shall be a right to a jury trial if the offense is punishable by a fine of more than One Hundred Dollars (\$100.00) and costs.

B. Upon conviction, at the request of the defendant, or upon notice of appeal being filed, the judge of the municipal court shall enter an order on his docket fixing an amount in which bond may be given by the defendant, in cash or sureties for cash in an amount of not less than One Hundred Dollars (\$100.00) nor more than Two Hundred Dollars (\$200.00); except that, if the conviction involved a fine only, the amount of the bond shall be no greater than twice the amount of such fine. Bond shall be taken by the clerk of the court wherein judgment was rendered. Any pledge of sureties must be approved by a judge of the court.

C. Upon appeal being filed the judge shall within ten (10) days thereafter certify to the clerk of the appellate court the original papers in the case. If the papers have not been certified to the appellate court, the prosecuting attorney shall take the necessary steps to have the papers certified to the appellate court within twenty (20) days of the filing of the notice of appeal, and failure to do so, except for good cause shown, shall be grounds for dismissal of the charge by the appellate court, the cost to be taxed to the municipality. The certificate shall state whether or not the municipal judge hearing the case was a licensed attorney in Oklahoma.

D. All proceedings necessary to carry the judgment into effect shall be had in the appellate court. (Amended, effective 10/1/83)

SECTION 27-130. DISTRICT ATTORNEY TO DEFEND APPEALS IN CERTAIN CASES

The district attorney, and his assistants, shall defend any appeal from a municipal court in his district that has no municipal attorney who is paid a salary in excess of a rate of Three Thousand Six Hundred Dollars (\$3,600.00) per annum.

SECTION 27-131. ORDERS RELATIVE TO PROCEDURES AND PRACTICES BY SUPREME COURT

The Supreme Court is authorized to issue orders of statewide application relative to procedures in and practices before the municipal courts and appeals therefrom, subject to the provisions of this article, and under its general superintending control of all inferior courts, shall have the power and authority by and through the Chief Justice of the Supreme Court, to call annual conferences of the judges of the municipal courts of Oklahoma to consider matters calculated to bring about a speedier and more efficient administration of justice.

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SECTION 27-132. APPEALS FROM DISTRICT COURT

An appeal may be taken to the Court of Criminal Appeals from the final judgment or order of a district court in an appeal from a final judgment of a municipal court in the same manner and to the same extent that appeals are taken from a district court to the Court of Criminal Appeals.

APPENDIX LIST

SUPPLEMENT TO PIEDMONT CODE AS OF MAY 1, 2003

The following ordinances are not codified but are enacted as supplements to the Code. Copies of these supplements are on file for inspection in the Office of the City Clerk of the City of Piedmont, Oklahoma.

1. Ordinance No. 381 adopted 09/27/99 amending the City's Retirement System.
2. Ordinance No. 384 adopted 01/24/00 adopting revised Code of Ordinances.
3. Ordinance No. 388 adopted 04/24/00 rezoning Section 35-14-5 to RE-2.
4. Ordinance No. 389 adopted 04/24/00 rezoning Section 26-14-5 to RE-2.
5. Ordinance No. 396 adopted 03/23/01 rezoning 16-14-5 to RE.
6. Ordinance No. 399 adopted 06/25/01 amending City's Retirement System.
7. Ordinance No. 402 adopted 07/23/01 rezoning Section 34-14-5 to RE-1.
8. Ordinance No. 403 adopted 07/23/01 amending City's Retirement System.
9. Ordinance No. 404 adopted 07/23/01 amending City's Retirement System.
10. Ordinance No. 408 adopted 11/26/01 rezoning Section 5-14-5 to RE.
11. Ordinance No. 410 adopted 02/25/02 rezoning Block 34, Piedmont, to C-3.
12. Ordinance 418 adopted 05/28/02 rezoning Section 17-4-5 to RE-1.
13. Ordinance No. 422 adopted 09/23/02 rezoning Lot 20, Block 59, Piedmont to RD-1.
14. Ordinance No. 423 adopted 08/26/02 amending City's Retirement System.
15. Ordinance No. 424 adopted 10/28/02 rezoning Section 29-14-5 to C-2.
16. Ordinance No. 426 adopted 01/27/03 rezoning Section 3-14-5 to RE.
17. Ordinance Nos. 416 and 420 adopted -2/18/02 and 06/27/02 pertaining to fireworks with no change to current Code.

APPENDIX 9

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Appendix 10 – General Ordinances not Codified

APPENDIX 10

GENERAL ORDINANCES NOT CODIFIED

- Ordinance No. 429 Retirement System (See ordinance book)
- Ordinance No. 430 Retirement System (See ordinance book)
- Ordinance No. 439 Retirement System (See ordinance book)
- Ordinance No. 440 Retirement System (See ordinance book)
- Ordinance No. 442 Uniform Code for Emergency Medical Services (See ordinance book)
- Ordinance No. 494 9-1-1 Voice Over Internet Protocol Emergency Service Fee
- Ordinance No. 522 Transfer of Property to Eastwind Estates HOA Private Park
- Ordinance No. 569 Electricity Franchise
- Ordinance No. 577 USDA-RBEG-Revolving Loan Fund
- Ordinance No. 583 Retirement System
- Ordinance No. 584 Retirement System
- Ordinance No. ___ Adopting and Enacting Code of Ordinances

ORDINANCE #496/
AN ORDINANCE OF THE
COUNCIL/BOARD OF TRUSTEES OF THE
CITY/TOWN OF Piedmont
ESTABLISHING THE NINE-ONE-ONE
VOICE OVER INTERNET PROTOCOL (VOIP)
EMERGENCY SERVICE FEE

WHEREAS, more and more residences and businesses are abandoning their traditional telephone service for dial tone utilizing voice over internet protocol; and

WHEREAS, these residences and businesses still need access to public safety emergency services through the utilization of the existing regional enhanced nine-one-one system; and

WHEREAS, the voters and/or governing body of the city/town have approved the acquisition and operation of an emergency telephone service, together with the levy or imposition of user fee/tax for such service; and

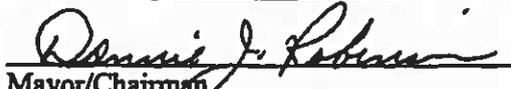
WHEREAS, the state statutory authority to enact a 9-1-1 service fee on customers utilizing dial tone telephony service through Interconnected Voice over Internet Protocol is authorized by the Nine-One-One Voice over Internet Protocol (VoIP) Emergency Service Act, Oklahoma Statutes Section 2851 of Title 63.

THEREFORE, a 9-1-1 service fee is hereby ADOPTED AND IMPOSED by the Council/Board of Trustees of the City/Town of Piedmont upon Interconnected Voice over Internet Protocol telephony service customers whose businesses or residences are located within the City/Town limits of Piedmont, at the rate of fifty-cents (\$0.50) per month for each VoIP service user, pursuant to the Title 63, O.S. (2006), section 2851 et.seq.

In addition all VoIP carriers having customers within the City/Town of Piedmont shall provide an annual census of customers to the City/Town no later than sixty (60) days after the first day of each calendar year.

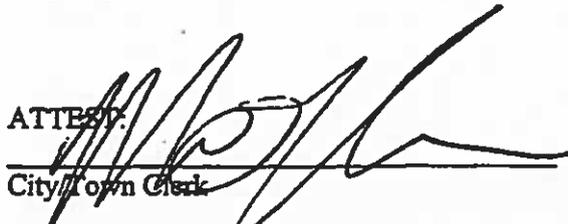
Adopted and approved by the Council/Board of Trustees of the City/Town of

Piedmont this 27 day of December, 2006.



Mayor/Chairman

ATTEST:



City/Town Clerk

ORDINANCE NO. 522

AN ORDINANCE AUTHORIZING THE TRANSFER OF CERTAIN PROPERTY OWNED BY THE CITY OF PIEDMONT LOCATED IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 14 NORTH, RANGE 5 WEST CANADIAN COUNTY, OKLAHOMA, TO EASTWIND ESTATES HOMEOWNERS ASSOCIATION FOR PURPOSES OF A PRIVATE PARK AND RELATED USES; PROVIDING FOR EFFECTIVE DATE AND RIGHT OF REFERENDUM.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PIEDMONT:

Section 1. **WHEREAS**, the City of Piedmont owns certain property as hereinafter described and said property currently being used as a public park known as Virginia Rother-Simpson Park. The park was deeded to the City of Piedmont by the developers of Eastwind Estates Addition to Piedmont with no restrictions on its use. The park is located along a major section line road with no parking facilities and has no value as a public park but does serve as a neighborhood park and open space for the Eastwind Estates Addition. The City of Piedmont has determined that the park is not desirable or suitable as a public park and the City of Piedmont does not have the resources, manpower or ability to maintain and improve the park so as to benefit the users living nearby. By reason of deterioration and lack of maintenance the park area has become a liability rather than an asset of the City. The Eastwinds Estates Homeowners Association is willing and able to accept the transfer of the park land for use of the residents in proximity to the park and is willing to maintain, improve and repair the park area as a common area under the restrictive covenants of the addition.

Section 2. The City Council of the City of Piedmont, Oklahoma, hereby approves and authorizes the transfer of said park to the Eastwind Estates Homeowners Association for their use as a common area and park for the subdivision which the park abuts. The instrument of

conveyance shall provide that the area shall perpetually be maintained in good repair as Virginia Rother-Simpson Park and storm water detention area as it was originally designed. Further the instrument of conveyance shall provide that the land area will be maintained by the homeowner's association as a park, storm water detention area and open space uses. The land described in this ordinance is as follows:

Canadian County, Oklahoma, to wit:

VIRGINIA ROTHER SIMPSON PARK lying in Eastwind Estates Addition, a part of the SE/4 of Section 34, Township 14 North, Range 5 West of the Indian Meridian, Piedmont, Canadian County, Oklahoma, more particularly described as BEGINNING at the Southeast Corner of Lot 11, Block 4, which is 845.10 feet along and following the South Section line bearing N 89°34'36" E and 50.00 feet North bearing N 00°00'52" W from the South Quarter (S/4) Corner of Section 34 (The S/4 Corner is also known as the Southeast Corner of Lot 11, Block 4, Eastwind Estates Addition), THENCE 483.88 feet bearing N 89°34'36" E, THENCE 366.80 feet bearing N 00°05'59" W to a 1/2" rebar at the Southeast Corner of Lot 17, Block 3, THENCE 348.33 feet along and following the South line of Lot 17, Block 3, bearing S 89°59'08" W to the Southwest Corner of Lot 17, THENCE 363.81 feet along and following the South line of Lot 6, Block 4, bearing N 65°07'03" W to the Southeast Corner of Lot 17, Block 4, THENCE 105.81 feet bearing S 15°01'35" E to the Northeast Corner of Lot 8, Block 4, THENCE 59.74 feet along and following the East line of Lot 8, Block 4, bearing S 00°00'52" E to the Southeast Corner of Lot 8, THENCE 94.23 feet along and following a curve to the right having a radius of 60.00 feet and a chord length of 84.84 feet and a chord bearing of S 45°00'24" E to the North Corner of Lot 11, Block 4, THENCE 126.92 feet bearing S 57°59'38" E to the Northeasterly Corner of Lot 11, Block 4, THENCE 234.26 feet along and following the East line of Lot 11, Block 4, bearing S 00°00'52" E to the point of beginning. This tract contains 4.89 acres more or less.

Section 3. This ordinance shall be referred to a vote of the electors of the City if a proper referendum petition is properly filed within thirty (30) days after its passage; otherwise, it shall go into effect thirty (30) days after its passage.

END

The foregoing ordinance was introduced before the Piedmont City Council on the 20 day of November, 2008, and was duly adopted and approved by the Mayor and City Council on the 24 day of November, 2008, after compliance with notice

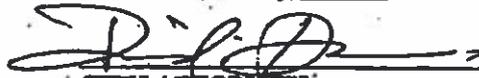
requirements of the Open Meeting Law (25 OSA, Sections 301, et seq.).

MAYOR

ATTEST:

CITY CLERK

Approved as to form and legality on 11/24/ 2008



CITY ATTORNEY

NOTE TO PUBLISHER: Publish one time in full

Published in The Piedmont-Surry Gazette on the 5th day of May 20 11
The Kingfisher Times-Free Press on the 4th day of May 20 11

ORDINANCE NUMBER 569

AN ORDINANCE GRANTING TO THE OKLAHOMA GAS AND ELECTRIC COMPANY, AN OKLAHOMA CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO PRODUCE, TRANSMIT AND DISTRIBUTE ELECTRICITY WITHIN THE CITY LIMITS AND TO SELL ELECTRICITY THEREIN FOR ALL PURPOSES FOR WHICH IT MAY BE USED, TO THE CITY OF PIEDMONT, CANADIAN AND KINGFISHER COUNTIES, OKLAHOMA, ITS INHABITANTS AND THE PUBLIC GENERALLY, AND THE RIGHT TO CONSTRUCT, MAINTAIN AND OPERATE A SYSTEM OF POLES, WIRES, CONDUITS AND OTHER FACILITIES AND EQUIPMENT IN, UPON, ACROSS, UNDER AND OVER THE STREETS, ALLEYS, PUBLIC GROUNDS AND OTHER PLACES IN THE CITY FOR SUCH PURPOSES FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM THE APPROVAL AND ACCEPTANCE OF THIS ORDINANCE; SETTING FORTH AND DEFINING THE RIGHTS, PRIVILEGES, AND AUTHORITY GRANTED TO THE COMPANY; PROVIDING FOR OPERATION THAT WILL NOT UNDULY IMPEDE TRAFFIC; PROVIDING FOR INDEMNIFICATION; PROVIDING FOR REGULATION OF SERVICE; PROVIDING FOR ASSIGNMENT; PROVIDING COMPENSATION TO THE CITY; PROVIDING FOR RENEGOTIATION OF THE FRANCHISE UNDER CERTAIN CONDITIONS; PROVIDING FOR TERMINATION PURSUANT TO OPTION; PROVIDING FOR NOTICES; PROVIDING FOR REGULATIONS CONCERNING LOCATION OF COMPANY FACILITIES; ORDERING A SPECIAL ELECTION; AND PROVIDING THAT THE FRANCHISE HEREBY GRANTED SHALL, ON ITS EFFECTIVE DATE, SUPERSEDE AND TERMINATE ANY PREVIOUS FRANCHISE GRANTED TO OR HELD BY THE COMPANY

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PIEDMONT, OKLAHOMA:

SECTION 1. The Word "City" as hereinafter used shall mean and designate the City of Piedmont, Canadian and Kingfisher Counties, Oklahoma, and the word "Company" as hereinafter used shall mean and designate the Oklahoma Gas and Electric Company, a corporation organized and existing under and by virtue of the laws of the State of Oklahoma and its successors and assigns.

SECTION 2. (a) The City hereby grants to the Company the right, privilege and authority to produce, transmit, distribute and sell electricity within the corporate limits of the City for all purposes for which it may be used, to the City, its inhabitants and the public generally, and the right, privilege and authority to construct, maintain and operate a system of poles, wires, conduits, transformers, substations, and other facilities and equipment in, upon, across, under and over the streets, alleys, public grounds and other places in each and every part

of said City for the purpose of producing, transmitting, distributing and selling electricity to the City, its inhabitants, and to the public generally. The City and Company understand and agree that the rights, privileges and authority granted to the Company under this ordinance to use the public streets, alleys, public grounds and other places in each and every part of said City shall be limited to the transmission, distribution and sale of electricity that is produced by the Company or by others and that is sold by the Company to the City, its inhabitants, and the public generally; provided, the parties understand and agree that the Company has the right under this Ordinance to use the public streets, alleys, public grounds and other places in each and every part of said City to transmit and distribute electricity to any person or persons located outside the corporate limits of the City regardless of whether such electricity is being sold by the Company or by others; provided further, the rights and privileges granted by this ordinance shall include the right, power and authority for Company to install, operate and maintain the plants, and systems described herein for the purpose of providing telecommunications, telecommunications services, cable services and information services to the extent that such are related to and used solely in connection with Company's production, transmission, distribution and sale of electric energy and related services, and not for the purpose of selling or providing such telecommunications, telecommunications services, cable services and information services to the public generally.

(b) The franchise hereby granted shall be effective from and after the date of approval of this Ordinance by the qualified electors of the City and acceptance by the Company, and shall remain in full force and effect for a period of twenty-five (25) years. Nothing in this Ordinance shall be construed to prevent the City from granting an electric franchise to any other person, firm, or corporation.

SECTION 3. The Company shall construct, operate and maintain its property in such manner as will, consistent with necessity, not obstruct nor impede traffic unduly.

SECTION 4. The Company shall defend and indemnify the City against all liability for injury to any person or property caused by the negligence of the Company in the construction, operation and maintenance of its property within the City.

SECTION 5. Electric service provided hereunder to the City, its inhabitants, and to the public generally, and rates charged therefor shall be in accordance with orders, rules and regulations of the Corporation Commission of the State of Oklahoma or other governmental authority having jurisdiction.

SECTION 6. The Company shall have the right to assign this franchise and the assignee by written acceptance thereof shall be bound by all the provisions hereof. An authenticated copy of such assignment and acceptance shall be filed with the Clerk of the City.

SECTION 7. (a) From and after the approval and acceptance of this franchise, and in consideration of the granting of this franchise, the Company agrees to pay and shall pay to the City an annual franchise fee in an amount equal to three percent (3%) of its gross revenues arising from the sale of electricity within the corporate limits of the City, such payment to be made on or before the 25th day of each month based on the receipts of the Company for the preceding calendar month, after deducting therefrom any amount due the Company from the City.

(b) The Company shall abide by any order, rule or regulation of the Corporation Commission of the State of Oklahoma requiring the listing separately of all or any portion of such franchise fee on electric bills to customers.

(c) Such franchise fees paid by the Company to the City shall be in lieu of all other franchise, excise, license, occupation, privilege, inspection, permit, or other fees, taxes or assessments, except ad valorem taxes.

(d) If after the acceptance of this Ordinance, any legislation, rule or regulation is enacted that significantly restructures the electric utility industry (commonly referred to as "deregulation") in a manner that substantially affects the compensation provided to the City or paid by the Company or rights granted to the Company or the City, either party, within twelve (12) months from the effective date of said legislation, rule or regulation, may request renegotiation of the franchise by giving thirty (30) days written notice to the other. Upon receipt of such notice, the parties shall endeavor to address the issue of a revised franchise and make reasonable efforts to resolve the issue. If after a period of six (6) months from receipt of said notice, the parties are unable to reach an agreement on a revised franchise, either party shall have the option, for a period of six (6) months thereafter, to terminate the franchise upon the giving twelve (12) months advance written notice. If agreement is reached on a revised franchise between the City and Company, the issue of revision of the franchise shall be submitted for election by the qualified electors of the City of Piedmont in accordance with applicable laws. If a majority of the qualified electors of the City of Piedmont vote against the revision of the franchise, the franchise then in effect will continue in full force and effect until the end of the term provided for in paragraph (b) of Section 2 above.

SECTION 8. The Company shall furnish to the City without charge each fiscal year during the term hereof electric current to be used exclusively by the City for operation of street lights, traffic signal lights and buildings occupied and operated by the City for municipal purposes, to be applied by the Company as a credit to billings to the City, provided that such electric current shall not exceed one-half of one percent (0.5%) of the kilowatt-hours sold by the Company to customers within the corporate limits of the City during the preceding fiscal year.

SECTION 9. In the event the City adopts and enforces lawful regulations concerning installation, operation and maintenance of Company's facilities located along, across, over, or under the public streets and ways of City and designates where such plants and systems are placed, the City agrees that in the event it requires the installation of any portion of Company's plant and system contrary to Company's then current installation, operation and maintenance or replacement procedures, City shall pay and reimburse Company for the difference between the reasonable cost of such required procedures and the reasonable cost of Company's then current procedures.

SECTION 10. A special election is hereby called for the purpose of submitting this Ordinance to the qualified electors of the City residing within its corporate limits for their approval or disapproval, provided the Company shall pay the cost of such election. The election shall be held on the 9th day of August, 2011, between the hours of 7:00 a.m. and 7:00 p.m. The Mayor of the City Council is authorized and directed to issue an election proclamation calling such election and is further directed to take all steps that may be necessary

for holding the election and for the submission of this Ordinance to the qualified electors of the City. If a majority of the qualified electors of the City voting thereon fail to approve this franchise at said election, no rights shall accrue hereunder.

SECTION 11. In case the franchise hereby granted is approved at said election, the Company shall, within thirty (30) days from the date of such approval, file with the Clerk of the City, in writing, its acceptance. In the event the Company fails to accept within the said period, such failure shall be deemed a rejection of the franchise.

SECTION 12. The franchise hereby granted shall, on its effective date, supersede and terminate any previous franchise granted to or held by the Company.

PASSED AND APPROVED this 25th day of April, 2011.

CITY OF PIEDMONT, OKLAHOMA

By *Tatei Thompson*
Mayor

ATTEST:

Janet Smith
City Clerk



ORDINANCE 577

USDA-RBEG-REVOLVING LOAN FUND

THE CITY OF PIEDMONT, OKLAHOMA, IS CREATING A REVOLVING LOAN FUND TO BE ADMINISTERED BY THE CITY OF PIEDMONT FOR THE DEVELOPMENT AND ATTRACTION OF NEW AND SMALL BUSINESSES TO THE CITY OF PIEDMONT. SETTING OUT THE APPLICATION PROCESS; CREATING A ADMINISTERIVE PROCESS OF SUCH FUNDS; DEFINING THE QUALIFICATIONS FOR APPLICANTS; OUTLINING THE PARAMETERS OF SUCH LOANS; ESTABLISHING APPLICATION FEES; DEFINING THE CRITERIA FOR DISTRIBUTION OF FUNDS; SETTING FORTH THE PROCEEDS OF SUCH FUND.

SECTION 1. ESTABLISHING THE PIEDMONT REVOLVING LOAN FUND.

The City of Piedmont hereby establishes a unique financing program designed to promote and attract small businesses to the City of Piedmont area. This fund will provide low interest loans to local qualified parties.

ARTICLE A. PIEDMONT REVOLVING LOAN FUND

SECTION 1. FUNDING

The Piedmont Revolving Loan Fund shall be funded by grants issued by the USDA. All applicants shall follow the USDA guidelines and requirements for all Rural Development Enterprise Grants or other regular.

SECTION 2. ACCOUNT

The City of Piedmont shall establish an interest bearing account for the Piedmont Revolving Loan Fund. Such account shall be monitored and administered by the Community Development Director

ARTICLE B. APPLICATION PROCESS

All businesses/individuals shall complete the required application process including submission of all required documents before consideration by the Community Development Director

SECTION 1. APPLICANTS

All applicants for a loan from the Piedmont Revolving Fund shall set out to establish, promote or retain a business within the Piedmont city limits.

Applicants shall not have more than 50 employees at the time of application.

Applicants shall have an annual gross income of less than \$1,000,000.00 for the two (2) years preceding the application.

SECTION 2. DOCUMENTS REQUIRED FOR APPLICATION

All interested parties shall complete the application form and provide a financial statement and three (3) year documentation of income (tax return or three-year Performa), promissory note, business plan/statement and geographical map of business location.

The application shall be on a form approved by the Community Development Director.

The business plan/statement shall include the nature of the existing or proposed business; the number of jobs to be created or saved by the business and the proposed use of the loan.

The applicant shall also provide any additional document or information as deemed necessary by the Community Development Director for the processing of the application.

Credit Report will be conducted by the City of Piedmont; applicant must submit a standard fee set by City Manager for a Non-Refundable Credit Report.

SECTION 3. SUBMISSION

No application shall be considered complete until all required documents have been provided.

After the Community Development Director determines all required documents have been completed and approved the application shall be submitted the City Manager for their review within 30 days.

SECTION 4. TIME FRAME FOR COMPLETION

No application shall be considered complete until all documents are received. If any applicant does not complete the application process within 30 days after a request for the additional information is sent, such application shall be considered null and void.

ARTICLE C. LOAN REVIEW

Once an applicant has completed all requirements of Article B, the Community Development Director will review such application. If all criteria are met, applications will be submitted for approval on a first come/first serve basis.

The Community Development Director shall review and recommend applicants for approval by the City Manager. The final grant and loan approval is at the sole discretion of the City Manager. The loan approval process shall follow all USDA and governmental guidelines for applications and approving loans.

SECTION 1. ADMINISTRATION

The Finance Director shall be responsible for the administration and monitoring of all loans dispersed from the Piedmont Revolving Fund. Such administration includes but is not limited to the collection of all payments, the dispersement of all monies and the enforcement of all requirements.

The Community Development Director shall be responsible for all USDA Rural Development compliance regulations and requirements.

SECTION 2. NOTICE OF DETERMINATION

The Community Development Director shall notify each applicant within 14 days of its decision to submit the application to the USDA for approval. Such notice shall contain the specific reason(s) for the approval or rejection of the application.

ARTICLE D. LOANS

SECTION 1. LOANS

Loans from the Piedmont Revolving Fund may range from \$5,000.00 - \$99,999.00. However, the City Manager shall have the right to approve any loan up to the applied for amount.

SECTION 2. PURPOSE

The purpose of such loans shall be for the acquisition of land and/or buildings, construction or renovation of facilities, the purchase of machinery or equipment, inventory, or for the use of working capital necessary to retain or create jobs within the City of Piedmont.

However, nothing in this section shall limit the Community Development Director or city manager from approving or submitting a loan application for any other purpose in the furtherance of the goals and purpose of this Ordinance.

SECTION 3. INTEREST

The interest rate for each loan shall be determined by the Wall Street Prime Rate as established on date of submission of application minus 1 point.

SECTION 4. TERM

The loan term shall depend upon the amount of the requested loan and shall be at the sole discretion of the City Manager and Community Development Director. However, no loan term shall be less than one (1) years or longer than fifteen (15) years.

The Community Development Director shall set up and determine a payment plan for each loan granted.

SECTION 5. COLLATERAL

All loans shall be secured by approved collateral. Acceptable collateral/security includes but is not limited to: mortgages (business or personal); liens on business assets; corporate and/or personal guarantees; or any other collateral approved by City Manager.

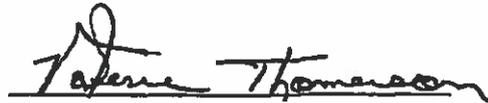
SECTION 6. PENALTIES

If any full installment payment is not made by the due date specified in the payment plan, there shall be a late fee and penalties to be established by the City Manager. Collection proceedings shall be initiated if any account is more than 90 days past due.

All applicable fees shall be charged to the payor in default for any collection process.

END

The foregoing ordinance was introduced before the Piedmont City Council on the 27 day of December, 2011, and was duly adopted and approved by the Mayor and City Council on the 27 day of February 2012, after public hearing, and after compliance with notice requirements of the Open Meeting Law (25 OSA, Sections 301, et seq.).



MAYOR

ATTEST:


CITY CLERK

Approved as to form and legality on ~~December~~ ^{February} 27, 2012.



CITY ATTORNEY

ORDINANCE NO. 583

AN ORDINANCE ADOPTING AN EMPLOYEE RETIREMENT SYSTEM, DEFINED BENEFIT PLAN FOR THE CITY OF PIEDMONT & PIEDMONT MUNICIPAL AUTHORITY, OKLAHOMA; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF CITY OF PIEDMONT & PIEDMONT MUNICIPAL AUTHORITY, OKLAHOMA; PROVIDING FOR PURPOSE AND ORGANIZATION; PROVIDING FOR DEFINITIONS; PROVIDING FOR ELIGIBILITY AND PARTICIPATION; PROVIDING FOR EMPLOYER AND EMPLOYEE CONTRIBUTIONS; PROVIDING FOR ACCOUNTING, ALLOCATION, AND VALUATION; PROVIDING BENEFITS; PROVIDING FOR REQUIRED NOTICE; PROVIDING FOR AMENDMENTS AND TERMINATION; PROVIDING FOR TRANSFER TO AND FROM OTHER PLANS; CREATING A COMMITTEE AND PROVIDING FOR POWERS, DUTIES, AND RIGHTS OF COMMITTEE; PROVIDING FOR PAYMENT OF CERTAIN OBLIGATIONS; PROVIDING FOR DURATION AND PAYMENT OF EXPENSES; PROVIDING FOR EFFECTIVE DATE; PROVIDING FOR VESTING SCHEDULES; PROVIDING FOR A FUND TO FINANCE THE SYSTEM TO BE POOLED WITH OTHER INCORPORATED CITIES, TOWNS AND THEIR AGENCIES AND INSTRUMENTALITIES FOR PURPOSES OF ADMINISTRATION, MANAGEMENT, AND INVESTMENT AS PART OF THE OKLAHOMA MUNICIPAL RETIREMENT FUND; PROVIDING FOR PAYMENT OF ALL CONTRIBUTIONS UNDER THE SYSTEM TO THE OKLAHOMA MUNICIPAL RETIREMENT FUND FOR MANAGEMENT AND INVESTMENT; PROVIDING FOR NON-A alienation OF BENEFITS AND LOSS OF BENEFITS FOR CAUSE; ADOPTING THOSE AMENDMENTS MANDATED BY THE INTERNAL REVENUE CODE; PROVIDING FOR EMPLOYER PICKUP OF MANDATORY CONTRIBUTIONS; PROVIDING FOR REPEALER AND SEVERABILITY; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF PIEDMONT & PIEDMONT MUNICIPAL AUTHORITY, OKLAHOMA:

Section 1. That pursuant to the authority conferred by the laws of the State of Oklahoma, and for the purpose of encouraging continuity and meritorious service on the part of City employees and thereby promote public efficiency, there is hereby authorized created, established, and approved and adopted, effective as of July 1, 2013, the funded Plan designated "Employee Retirement System of the City of Piedmont & Piedmont Municipal Authority, Oklahoma, Defined Benefit Plan," (hereinafter called System), an executed counterpart of which is marked Exhibit "A" (Joinder Agreement) and Exhibit "B" (Defined Benefit Master Plan) and attached hereto as part hereof.

Section 2. **ADMINISTRATION.** For the purpose of administration the System there is hereby established a Committee, which shall be the members of the City Council of City of Piedmont & Piedmont Municipal Authority, Oklahoma, as now existing or as from time to time duly elected or appointed and constituted. The powers and duties of the Committee shall be as set forth in the System instrument attached hereto as Exhibit "B".

Section 3. **FUND.** A fund is hereby provided for the exclusive use and benefit of the persons entitled to benefits under the System. All contributions to such fund shall be paid over to and received in trust for such purpose by the City. Such Fund shall be pooled for purposes of

management and investment with similar funds of other incorporated cities, towns, and municipal trusts in the State of Oklahoma as a part of the Oklahoma Municipal Retirement Fund in accordance with the trust agreement of the Oklahoma Municipal Retirement Fund, a public trust. The City shall hold such contributions in the form received, and from time to time pay over and transfer the same to the Oklahoma Municipal Retirement Fund, as duly authorized and directed by the Board of Trustees. The Fund shall be nonfiscal and shall not be considered in computing any levy when the annual estimate is made to the County Excise Board.

Section 4. APPROPRIATIONS. The City of Piedmont & Piedmont Municipal Authority, Oklahoma, is hereby authorized to incur the necessary expenses for the establishment, operation, and administration of the System, and to appropriate and pay the same. In addition, the City of Piedmont & Piedmont Municipal Authority, Oklahoma, is hereby authorized to appropriate annually such amounts as are required in addition to employee contributions to maintain the System and the Fund in accordance with the provisions of the Defined Benefit Plan. Any appropriation so made to maintain the System and Fund shall be for deferred wages or salaries, and for the payment of necessary expenses of operation and administration to be transferred to the trustees of the Oklahoma Municipal Retirement Fund for such purposes and shall be paid into the Fund when available, to be duly transferred to the Oklahoma Municipal Retirement Fund.

Section 5. SPECIAL INCOME TAX TREATMENT FOR CONTRIBUTIONS UNDER IRC414. The Plan contains provisions which are intended to constitute a pick-up program by the Employer which satisfies the requirements of section 414(h)(2) of the Internal Revenue Code of 1986 (the "Code"); and the Plan, be, and it is, approved and adopted as of the date therein stated; and Mandatory Contributions (as defined in the Plan) are designated "picked-up" by the employer so as to not be included in Plan Participants' gross income for Federal income tax purposes as provided in Section 414(h)(2) of the Code. All Mandatory Contributions are to be paid by the employer in lieu of contributions by the Plan Participant. No Participant in the Plan shall have the option of choosing to receive the amounts of Mandatory Contributions directly in lieu of having such amounts paid by the employer to the Trustees of the Plan.

Section 6. EXECUTION. The Mayor and City Clerk be and they are each hereby authorized and directed to execute (in counterparts, each of which shall constitute an original) the System instrument, and to do all other acts and things necessary, advisable, and proper to put said System and related trust into full force and effect, and to make such changes therein as may be necessary to qualify the same under Sections 401(a) and 501(a) of the Internal Revenue Code of the United States. The counterpart attached hereto as Exhibit "A" and Exhibit "B", which has been duly executed as aforesaid simultaneously with the passage of this Ordinance and made a part hereof, is hereby ratified and confirmed in all respects.

This Committee is hereby authorized and directed to proceed immediately on behalf of the City of Piedmont & Piedmont Municipal Authority, Oklahoma, to pool and combine the Fund into the Oklahoma Municipal Retirement Fund as a part thereof, with similar funds of such other cities and towns, for purposes of pooled management and investment.

Section 7. REPEALER. Any Ordinance inconsistent with the terms and provisions of this Ordinance is hereby repealed, provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this Ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this Ordinance.

Section 8. SEVERABILITY. If, regardless of cause, any section, subsection, paragraph, sentence or clause of this Ordinance, including the System as set forth in Exhibit "A" and Exhibit "B", is held invalid or to be unconstitutional, the remaining sections, subsections, paragraphs, sentences, or clauses shall continue in full force and effect and shall be construed thereafter as being the entire provisions of this Ordinance.

Section 9. EMERGENCY. Whereas, in the judgment of the City Council of the City of Piedmont & Piedmont Municipal Authority, Oklahoma, the public peace, health, safety, and welfare of the City of Piedmont & Piedmont Municipal Authority, Oklahoma, and the inhabitants thereof demand the immediate passage of this Ordinance, an emergency is hereby declared, the rules are suspended, and this Ordinance shall be in full force and effective on its passage, approvals and publication.

END

The undersigned hereby certifies that the foregoing Ordinance was introduced before the City Council of the City of Piedmont & Piedmont Municipal Authority on the 28 day of May, 2013, and was duly adopted and approved by the Mayor and City Council, on the 28 day of May, 2013, after compliance with notice requirements of the Open Meeting Law (25 OSA, Sections 301, et. seq.).

City of Piedmont & Piedmont Municipal Authority

By Tatiana Thompson
Mayor

ATTEST:

Jenny Smith
Clerk

Approved as to form and legality on _____

[Signature]
CITY ATTORNEY

**OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED BENEFIT PLAN
JOINDER AGREEMENT**

City of Piedmont & Piedmont Municipal Authority, a city, town, agency, instrumentality, or public trust located in the State of Oklahoma, with its principal office at Piedmont, Oklahoma, hereby establishes a Defined Benefit Plan to be known as City of Piedmont & Piedmont Municipal Authority Plan (the "Plan") in the form of The Oklahoma Municipal Retirement Fund Master Defined Benefit Plan.

Except as otherwise provided herein, the definitions in Article II of the Plan apply.

1. Dates.

- This instrument is a new Plan effective July 1, 2013.
- This instrument is an amendment, restatement and continuation of the Previous Plan, which was originally effective _____. The effective date of this Joinder Agreement is _____, except as otherwise stated in the Plan and the Joinder Agreement.

2. Employee.

The word "Employee" shall mean:

- Any person other than a Leased Employee who, on or after the Effective Date, is considered to be a regular full-time employee in accordance with the Employer's standard personnel policies and practices, and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.
- Any person other than a Leased Employee who, on or after the Effective Date, is considered to be a regular employee in accordance with the Employer's standard personnel policies and practices (including part-time, seasonal and temporary employees), and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.
- Any person who, on or after the Effective Date, is an employee of the Employer and is .

The word "Employee" shall not include:

- Any person who is currently accruing benefits under any other state or local retirement system.
- Any person who is in the position of City Manager and is currently accruing benefits under another retirement system which has been approved by the City Council.

3. Eligibility.

Eligible Employees shall commence participation in the Plan: (Select only one)

- _ month(s) (any number of months up to twelve consecutive) after the Employee's Employment Commencement Date.
- On the Employee's Employment Commencement Date.

4. Definition of Compensation.

Compensation shall exclude the item(s) listed below:

- No exclusions.
- Overtime pay.
- Bonuses.
- Commissions.
- Severance pay.
- Fringe benefits, expense reimbursements, deferred compensation and welfare benefits.
- Other: Accrued vacation or sick leave paid upon termination of employment and moving expenses.

5. Average Monthly Compensation.

The considered period for purposes of the definition of "Average Monthly Compensation" in Section 2.1 of The Oklahoma Municipal Retirement Fund Master Defined benefit Plan is:

- sixty (60) consecutive months.
 thirty-six (36) consecutive months.

6. The Employer hereby elects the following Plan design:

- Mandatory Contribution Option.** An Employee shall be required to contribute to the Plan for each Plan Year the percentage of his Compensation ("Mandatory Contributions") required by the Plan. Mandatory Contributions shall be made by payroll deductions. An Employee shall authorize such deductions in writing on forms approved by, and filed with, the Committee.

If the Employee's contributions are to be taxed deferred:

- Pick-Up Option.** The Employer hereby elects to have the provisions of Section 3.4 of the Plan apply. The Employer shall pick-up and pay the percentage of each Participant's Compensation required to be contributed as of July 1, 2013 in lieu of contributions by the Participant. No Participant shall have the option of receiving the contributed amounts directly as Compensation.

- Non-Contributory Option.** Participants shall not be required nor permitted to contribute to the Plan.

7. A. Payment Options. The Employer hereby elects the following minimum number of payments for employees eligible to receive benefits under Article IV of the Plan:

- Sixty (60) monthly payments.
 One hundred and twenty (120) monthly payments.

B. Plan Options. The Employer hereby elects the following plan designation and percentage used in calculating benefits under Section 5.1 of the Plan.

- Plan AAA - 3% with no maximum Years of Service
 Plan AAA - 3% recognizing a maximum of 22 Years of Service
 Plan AA - 2.625%
 Plan BB - 2.25%
 Plan CC - 1.875%
 Plan A - 1.5%
 Plan B - 1.125%
 Plan C - .75%

C. Normal Retirement Age. Normal retirement age shall be:

- Age 65
 The earlier of (i) and (ii) as follows:
(i) age 65
(ii) the later of age 62 and the age at which the Participant has completed 30 years of service.

Examples: An employee hired at age 20 who worked for 30 years and terminated at age 50 would be entitled to unreduced payments at age 62.

An employee hired at age 30 who worked for 25 years and terminated at age 55 would be entitled to unreduced payments at age 65.

- Modified Rule of 80:
The earlier of (i) and (ii) as follows:
(i) age 65
(ii) the later of age 55 and the age at which the sum of the Participant's age in completed years and the participant's number of completed years of credited service total 80 or greater. To be eligible, the Participant's age plus service must be at least 80 prior to termination of employment.

- Examples:**
1. An employee hired at age 30 who worked for 25 years and terminated at age 55 would be entitled to unreduced payments immediately. Age 55 plus 25 years equals 80.
 2. An employee hired at age 20 who worked for 30 years and terminated at age 50 would be entitled to unreduced payments at age 55. The employee has age plus service points at age 50 but the minimum age for payment is 55.
 3. An employee hired at age 25 who worked for 25 years and terminated at age 50 would be entitled to unreduced payments at age 65. Age 50 plus 25 years is less than 80, so the Normal Retirement Age is 65.

D. Vesting Options. The Employer hereby elects the following vesting option to determine an Employee's eligibility to receive retirement benefits.

- Ten Year Cliff Vesting Schedule
- Seven Year Cliff Vesting Schedule
- Five Year Cliff Vesting Schedule

E. Service Credit Prior to Original Plan Effective Date. The Employer hereby elects to include the following limitation of service prior to the original Plan effective date.

- No limitation
- Service credit prior to the original Plan effective date shall not exceed ____ years.

F. Service Buyback. The Employer hereby elects

- No service buyback pursuant to Section 10.13 of the Plan
- The service buyback provisions of Section 10.13 of the Plan.

G. Service for Worker's Compensation Period. If a Participant is on an Authorized Leave of Absence and is receiving worker's compensation during such Authorized Leave of Absence, such Participant

- shall be credited with Service for such period for purposes of vesting only and not for purposes of benefits, but no Employee contributions shall be made with respect to the Participant for such period.
- shall not be credited with Service for such period.

8. Contributions by Employees.

If Employees are required to contribute to the cost of providing benefits under this Plan, such contributions shall be based on the plan designation selected in Section 7B above and shall apply to pay periods commencing on and after July 1, 2013.

a. The Employee contribution formula in Section 3.3 of the Plan shall use the following maximum percentage for the Plan Option selected in Section 7B of this Joinder Agreement:

- Plan AAA - 6.0%
- Plan AA - 5.25%
- Plan BB - 4.5%
- Plan CC - 3.75%
- Plan A - 3%
- Plan B - 2.25%
- Plan C - 1.5%

b. The contribution formula shall be % of compensation. (Not to exceed the percentages in above paragraph).

c. The contribution as annually determined each year shall be shared by the Employee and Employer as follows:

- Employee portion %
- Employer portion %

(Employee plus Employer percentages must total 100%.)

The contribution will be actuarially determined based on Plan assets and liabilities as of January 1 of each year as a percent of payroll, which will then be shared between the Employer and Employee as

noted above. These contribution rates will be in effect from July 1 of that year until June 30 of the subsequent year.

9. Cost-of-Living Option.

For purposes of adjusting retiree and beneficiary pensions, the Employer hereby elects the following:

No Cost-of-Living Option.

Cost-of-Living Option. This election applies to Sections 5.1 (Normal Pension), 5.4 (Deferred Vested Pension), 6.3A and 6.3B (Death After Commencement of Pension), and 6.4 (Spouse's Pension) and provides annual benefit increases of the smaller of three percent (3%) or the percentage change in the Consumer Price Index.

The effective date of the Cost-Of-Living Option shall be __, the original date that the Employer elected the Cost-Of-Living Option.

10. Retiree Plan Improvement Option.

Benefits payable to or on behalf of a former Employee under Article V, Article VI, or Article VII of the Plan, which are due or in the course of payment of the Effective Date of this Joinder Agreement, shall

be increased according to the Plan Option elected herein. Such increased benefits shall be reflected in any periodic payments due or paid on or after the Effective Date of the Joinder Agreement. It is not intended for this change to be retroactive and any periodic payments due prior to such date shall not be affected.

be increased by __% effective __. Such increased benefits shall be reflected in any periodic payments due or paid after such date. It is not intended for this change to be retroactive and any periodic payments due prior to such date shall not be affected.

not be increased, but shall continue to be paid under the terms of the Previous Plan.

11. Limitations on Optional Benefit Forms.

Section 7.2 of the Plan provides for a lump sum payment form, an installment payment form that would be payable over a fixed number of years (at which time all payments would cease), or the purchase of an insured annuity. The Employer hereby elects the following:

Optional benefit forms under Section 7.2 of the Plan will not be permitted.

Optional benefit forms under Section 7.2 of the Plan will be permitted, subject to Retirement Committee approval for any such elections by an Employee, subject to the following limitation(s):

(The above election has no effect on the joint and survivor optional benefit forms under Section 7.1).

12. Defined Contribution Option.

Not applicable.

Participant shall be entitled to the benefit under this option, in addition to the benefit determined according to Section 7B.

An account shall be created for each active Participant as of the effective date of the option. The beginning balance of the account shall be the Participant's Contribution Accumulation. The account shall be credited with:

(1) Mandatory Contributions made by the Participant after the effective date of the option.

(2) Investment earnings at same rate as earned by the Oklahoma Municipal Retirement Fund (OMRF) Defined Benefit Fund.

As soon as administratively possible after termination of employment or death, the administrator shall pay the Participant or Beneficiary if applicable, the account balance. The Participant may elect to receive the benefit in any of the Benefit options permitted under the plan. The benefit shall be the Actuarial Equivalent of the account balance at the time the benefit commences.

The administrator shall determine the method of determining the investment earnings and the date such investment earnings are credited.

This option shall be effective __.

13. The Employer has consulted with and been advised by its attorney concerning the meaning of the provisions of the Plan and the effect of entry into the Plan.

IN WITNESS WHEREOF City of Piedmont & Piedmont Municipal Authority has caused its corporate seal to be affixed hereto and this instrument to be duly executed in its name and behalf by its duly authorized officers this 28 day of May 2013

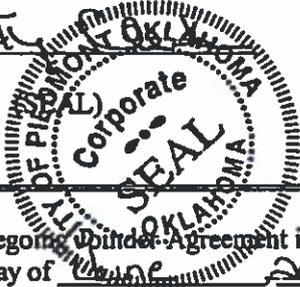
City of Piedmont & Piedmont Municipal Authority

By: Kevin Thompson

Title: Mayor

Attest:

Jennie Smith

Title: City
A circular corporate seal for the City of Piedmont, Oklahoma. The outer ring contains the text "CITY OF PIEDMONT OKLAHOMA" at the top and "OKLAHOMA" at the bottom. The center of the seal features the word "SEAL" in large, bold letters, with "CORPORATE" written above it.

14. The foregoing ~~Order~~ Agreement is hereby approved by the Oklahoma Municipal Retirement Fund this 28 day of June 2013.

OKLAHOMA MUNICIPAL RETIREMENT FUND

By: George Wilkerson

Title: Chairman

Attest:

Bertalan Young
Secretary



AN ORDINANCE OF THE CITY OF PIEDMONT & PIEDMONT MUNICIPAL AUTHORITY,
OKLAHOMA

ORDINANCE NO. 584

AN ORDINANCE AMENDING THE EMPLOYEE RETIREMENT SYSTEM, DEFINED CONTRIBUTION PLAN FOR THE CITY OF PIEDMONT & PIEDMONT MUNICIPAL AUTHORITY, OKLAHOMA; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF THE CITY OF PIEDMONT & PIEDMONT MUNICIPAL AUTHORITY, OKLAHOMA; PERTAINING TO THE DEFINITION OF COMPENSATION; PERTAINING TO PLAN DESIGN; PROVIDING FOR REPEALER AND SEVERABILITY; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY CITY COUNCIL OF THE CITY OF PIEDMONT & PIEDMONT MUNICIPAL AUTHORITY, OKLAHOMA.

Section 1. **AMENDATORY.** The Employee Retirement System, Defined Contribution Plan, of the City of Piedmont & Piedmont Municipal Authority, Oklahoma, is hereby amended as reflected on the attached Exhibit "A", which is incorporated herein and adopted by reference. These amendments shall become effective on July 1, 2013.

Section 2. **EXECUTION AUTHORIZATION.** The City Clerk and Mayor be and they are hereby authorized and directed to execute the amended Retirement System Plan documents and to do all the other acts necessary to put said amendment into effect and to maintain IRS qualification of the Plan. The executed amended document attached hereto as Exhibit "A" is hereby ratified and confirmed in all respects.

Section 3. **SEVERABILITY.** If, regardless of cause, any section, subsection, paragraph, sentence, or clause of this ordinance, including the System as set forth in Exhibit "A" is held invalid or to be unconstitutional, the remaining sections, subsections, paragraphs, sentences, or clauses shall continue in full force and effect and shall be construed thereafter as being the entire provisions of this ordinance.

Section 4. **REPEALER.** Any ordinance inconsistent with the terms and provisions of this ordinance is hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

Section 5. **EMERGENCY.** Whereas, in the judgment of the City Council of the City of Piedmont & Piedmont Municipal Authority, Oklahoma, the public peace, health, safety, and welfare of the City of Piedmont & Piedmont Municipal Authority, Oklahoma, and the inhabitants thereof demand the immediate passage of this ordinance, an emergency is hereby

declared, the rules are suspended, and this ordinance shall be in full force and effect on its passage and approval.

END

The foregoing ordinance was introduced before the City Council on the 28 day of May, 2013, and was duly adopted and approved by the Mayor and City Council on the 28 day of May, 2013, after compliance with notice requirements of the Open Meeting Law (25 OSA, Section 301, et seq.).

ATTEST:


MAYOR


CITY CLERK

Approved as to form and legality on _____.


CITY ATTORNEY

**OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED CONTRIBUTION PLAN
JOINDER AGREEMENT**

City of Piedmont & Piedmont Municipal Authority, a city, town, agency, instrumentality, or public trust located in the State of Oklahoma, with its principal office at Piedmont, Oklahoma, hereby establishes a Defined Contribution Plan to be known as the City of Piedmont & Piedmont Municipal Authority Plan (the "Plan") in the form of the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan.

Except as otherwise provided herein, the definitions in Article II of the Plan apply.

1. Dates.

- This instrument is a new Plan effective _____.
- This instrument is an amendment, restatement and continuation of the Previous Plan, which was originally effective March 6, 1997. The effective date of this Joinder Agreement is July 1, 2013, except as otherwise stated in the Plan and the Joinder Agreement

2. Employee.

The word "Employee" shall mean:

- Any person, other than a Leased Employee, who, on or after the Effective Date, is considered to be a regular full-time employee in accordance with the Employer's standard personnel policies and practices, and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.
- Any person, other than a Leased Employee, who, on or after the Effective Date, is considered to be a regular employee in accordance with the Employer's standard personnel policies and practices (including part-time, seasonal and temporary employees), and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.
- Any person who, on or after the Effective Date, .

The word "Employee" shall not include:

- Any person who is currently accruing benefits under any other state or local retirement system.
- Any person who is in the position of City Manager if covered under another retirement program approved by the Retirement Committee.

3. Entry Date.

Eligible Employees shall commence participation in the Plan: (Select only one)

- ___ months (any number of months up to twelve) after the later of the Employee's Employment Commencement Date or the date the definition of Employee shown above was met.
- On the Employee's Employment Commencement Date. (If the Employer has opted out of Old Age and Disability Insurance (OADI), this option must be elected).

4. Definition of Compensation.

Compensation shall exclude the item(s) listed below:

- No exclusions.
- Overtime pay.
- Bonuses.
- Commissions.
- Severance pay.
- Fringe benefits, expense reimbursements, deferred compensation and welfare benefits.
- Other: Accrued vacation or sick leave paid upon termination of employment and moving expenses.

5. **Plan Design.**

The Employer hereby elects the following Plan design:

- Pick-up Option.** Each Employee shall be required to contribute to the Plan $\frac{1}{2}$ of his or her Compensation. These contributions shall be picked up and assumed by the Employer and paid to the Fund in lieu of contributions by the Participant. No Participant shall have the option of receiving the contributed amounts directly as Compensation.
- Thrift Plan Option.**
- A Participant may elect to contribute to the Plan for each Valuation Period an amount which is at least 1%, but no more than $\frac{1}{2}$ of his Compensation ("Mandatory Contributions"). Mandatory Contributions shall be made by payroll deductions. A Participant shall authorize such deductions in writing on forms approved by, and filed with the Committee.
- The Employer shall contribute to the Fund an amount equal to $\frac{1}{2}$ of the total Mandatory Contributions contributed by Participants.
The Employer contribution together with amounts forfeited, if any, shall be allocated in the proportion which the Mandatory Contributions of each such Participant for such Valuation Period bear to the total Mandatory Contributions contributed by all such Participants for such Valuation Period.
- The Employer shall not contribute to the Fund a percentage of the total Mandatory Contributions contributed by Participants.
- Fixed Contribution.** The Employer shall contribute to the Fund an amount which when added to amounts available from Amounts Forfeited in prior periods, if any, shall equal $\frac{1}{2}$ of the total covered Compensation of all Participants for the Valuation Period. The Employer contribution together with amounts available from Amounts Forfeited in prior periods shall be allocated in the proportion which the Compensation of each such Participant for such Valuation Period bears to the Compensation paid to all such Participants for such Valuation Period.
- Variable Funding Option.**
- The Employer intends to make a contribution to the Plan for the benefit of the Participants for each Valuation Period. The contribution may be varied from year to year by the Employer. (Select one option below)
- Option A: The Employer contribution together with Amounts Forfeited, if any, shall be allocated in the proportion that each such Participant's total points awarded bear to the total points awarded to all Participants with respect to such year. A Participant shall be awarded one point for each Year of Service.
- Option B: The Employer contribution together with Amounts Forfeited, if any, shall be allocated in the proportion which the Compensation of each such Participant for such Valuation Period bears to the Compensation paid to all such Participants for such Valuation Period.
- Option C: A combination of Options A and B in the following ratios: $\frac{1}{2}$ for Option A, and $\frac{1}{2}$ for Option B.
- 401(k) Funding Option.**
(This Option available only if elected prior to May 1, 1986)
- Participant Deferral Elections shall be allowed under the provisions of Section 4.9 of the Plan. Participants shall be allowed to defer no more than $\frac{1}{2}$ of their Compensation for each election period. The election period shall be the one month period preceding each [] Valuation Period [] calendar quarter of the Valuation Period.
- Section 4.9(c) of the Plan ("Roth Elective Deferrals") shall apply to contributions after (enter a date later than January 1, 2006), and the Plan will accept a direct rollover from another Roth elective deferral account under an applicable retirement plan as described in Code Section 402A(e)(1).
- No Employer Contribution Option.**

6. **Other Participant Contribution Options.**

- Voluntary Nondeductible Contributions by Participants shall be allowed under the provisions of Section 4.5 of the Plan.
 A Participant may not withdraw Voluntary Nondeductible Contributions.
 Participants shall not contribute to the Plan.

7. **Self-Directed Investments.**

- Are permitted.
 Are not permitted.

8. **Allocation of Forfeitures Available.**

- Shall be added to Employer contribution.
 Shall reduce the Employer contribution.

9. **Service for Worker's Compensation Period.**

If a Participant is on an Authorized Leave of Absence and is receiving worker's compensation during such Authorized Leave of Absence, such Participant

- shall be credited with Service for such period for purposes of vesting only and not for purposes of allocations of Employer Contributions.
 shall not be credited with Service for such period.

10. **Vesting.**

For purposes of vesting under Section 6.4 of the Plan, the Employer hereby elects the following Option:

Option A

| <u>Years of Service</u> | <u>Vested Percentage</u> | <u>Forfeited Percentage</u> |
|-----------------------------|--------------------------|-----------------------------|
| less than 1 | 0% | 100% |
| at least 1 but less than 2 | 10% | 90% |
| at least 2 but less than 3 | 20% | 80% |
| at least 3 but less than 4 | 30% | 70% |
| at least 4 but less than 5 | 40% | 60% |
| at least 5 but less than 6 | 50% | 50% |
| at least 6 but less than 7 | 60% | 40% |
| at least 7 but less than 8 | 70% | 30% |
| at least 8 but less than 9 | 80% | 20% |
| at least 9 but less than 10 | 90% | 10% |
| 10 or more | 100% | 0% |

Option B

| <u>Years of Service</u> | <u>Vested Percentage</u> | <u>Forfeited Percentage</u> |
|----------------------------|--------------------------|-----------------------------|
| Less than 3 | 0% | 100% |
| at least 3 but less than 4 | 20% | 80% |
| at least 4 but less than 5 | 40% | 60% |
| at least 5 but less than 6 | 60% | 40% |
| at least 6 but less than 7 | 80% | 20% |
| 7 or more | 100% | 0% |

Option C

| <u>Years of Service</u> | <u>Vested Percentage</u> | <u>Forfeited Percentage</u> |
|-----------------------------|--------------------------|-----------------------------|
| less than 5 | 0% | 100% |
| at least 5 but less than 6 | 50% | 50% |
| at least 6 but less than 7 | 60% | 40% |
| at least 7 but less than 8 | 70% | 30% |
| at least 8 but less than 9 | 80% | 20% |
| at least 9 but less than 10 | 90% | 10% |
| 10 or more | 100% | 0% |

Option D

| <u>Years of Service</u> | <u>Vested Percentage</u> | <u>Forfeited Percentage</u> |
|-------------------------|--------------------------|-----------------------------|
|-------------------------|--------------------------|-----------------------------|

Option E

To comply with the Internal Revenue Service Regulations promulgated pursuant to the Code Section 3121(b)(7)(F), Participants who are part-time, seasonal or temporary Employees will have immediate vesting.

(If this Option E is elected, one of the other Options above must also be elected for Participants who are not part-time, seasonal or temporary Employees).

11. Participant Loans.

- Participant loans shall be offered pursuant to Section 6.14 of the Plan.
 Participant loans shall not be offered.

12. The Employer has consulted with and been advised by its attorney concerning the meaning of the provisions of the Plan and the effect of entry into the Plan.

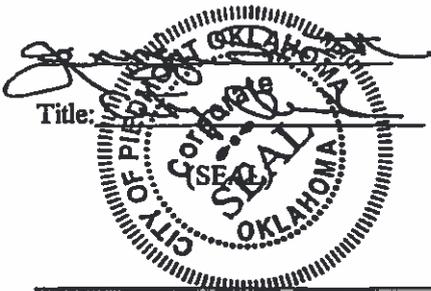
IN WITNESS WHEREOF City of Piedmont & Piedmont Municipal Authority has caused its corporate seal to be affixed hereto and this instrument to be duly executed in its name and behalf by its duly authorized officers this 28 day of May 2013

City of Piedmont & Piedmont Municipal Authority

By: Natavia Thompson

Title: Mayor

Attest:



13. The foregoing Joinder Agreement is hereby approved by the Oklahoma Municipal Retirement Fund this 28 day of June 2013.

OKLAHOMA MUNICIPAL RETIREMENT FUND

By: George Walkman

Title: Chairman

Attest:

Bethelene Young
Secretary



Piedmont Disposition Table

1. DISPOSITION TABLE

| <u>Ord. No.</u> | <u>Date</u> | <u>Subject</u> | <u>Disposition**</u> |
|-----------------|-------------|--|----------------------|
| 195 | 9/24/84 | Oil and gas regulatons | |
| 213 | 4/22/85 | Compensation for councilmembers | |
| 254 | 1/26/87 | Ward boundaries | |
| 255 | 9/28/87 | Oil and gas regulation amendment | |
| 259 | 11/23/87 | Impounding of dogs and cats. | |
| 260 | 12/28/87 | Fire Department members to equip personal vehicles with emergency equipment. | |
| 261 | 12/28/87 | Prohibits certain activities on premises of establishments selling non-intoxicating beverages. | |
| 262 | 1/25/88 | Amends zoning ordinance pertaining to keeping larger animals on 1 to 5 acre tracts. | |
| 263 | 2/22/88 | Child passenger restraint system. | |
| 264 | 4/25/88 | Impoundment of motor vehicles. | |
| 265 | 7/25/88 | Plan for personnel administration. | |
| 266 | 8/22/88 | Abatement of nuisances, grass, weeds, trash and dilapidated buildings. | |

**Section numbers refer to the Code of Piedmont. S = Superseded by a later ordinance; R = Repealed; NC = Not Codified; Spec. Ords. = Listing of special ordinances in tables.

Piedmont Disposition Table

| <u>Ord. No.</u> | <u>Date</u> | <u>Subject</u> | <u>Disposition**</u> |
|-----------------|-------------|--|----------------------|
| 267 | 9/26/88 | Purchase and disposal of equipment by city manager. | |
| 268 | 9/26/88 | Adoption of BOCA building code. | |
| 269 | 9/26/88 | Adoption of BOCA plumbing code. | |
| 270 | 9/26/88 | Adoption of BOCA mechanical code. | |
| 271 | 9/26/88 | Adoption of BOCA national existing structures code. | |
| 272 | 9/26/88 | Adoption of BOCA national fire prevention code. | |
| 273 | 11/28/88 | Municipal judge to establish minimum fine schedule. | |
| 274 | 12/27/88 | 911 emergency telephone service | |
| 276 | 1/23/89 | Alarm systems not to be used with 911 emergency system. | |
| 277 | 4/24/89 | Regulating alarm systems. | |
| 278 | 6/26/89 | Regarding vicious, dangerous and diseased animals, complaints and impoundment. | |
| 279 | 6/26/89 | Deannexing. | |
| 280 | 1/22/90 | Rezoning. | |
| 281 | 1/22/90 | Changing zoning ordinance regarding rezoning requests. | |

**Section numbers refer to the Code of Piedmont. S = Superseded by a later ordinance; R = Repealed; NC = Not Codified; Spec. Ords. = Listing of special ordinances in tables.

Piedmont Disposition Table

| <u>Ord. No.</u> | <u>Date</u> | <u>Subject</u> | <u>Disposition**</u> |
|-----------------|-------------|--|----------------------|
| 282 | 1/22/90 | Regulating operation of motor vehicles on roads, streets and highways that form boundary lines of city. | |
| 283 | 6/25/90 | Adding \$7.00 to fee/bond schedule for CLEET and AFIS funds. | |
| 284 | 8/27/90 | 2% tax on gross receipts of sale of electricity. | |
| 285 | 10/22/90 | Rezoning | |
| 286 | 10/22/90 | Rezoning | |
| 287 | 12/17/90 | Amending zoning regulations on commercial zoning and parking | |
| 288 | 4/9/91 | Amending zoning regulations on mobile homes in agricultural districts | |
| 289 | 2/25/91 | Amending zoning regulations on mobile homes as special use in agricultural district, amending commercial zoning district | |
| 290 | 3/25/91 | Open records regulations and procedures | |
| 291 | 3/25/91 | Rezoning | |
| 292 | 5/28/91 | Leasing water and sewer systems to Municipal Authority | |
| 293 | 6/24/91 | Absentee ballots in municipal elections | |
| 294 | 10/28/91 | Closing public way (2nd street) | |
| 295 | 1/6/92 | Amending subdivision regulations, plats, procedures, approval, standards | |
| 296 | 1/6/92 | Creating RE-1 and RE-2 districts in the Rural Estate Residential District | |

**Section numbers refer to the Code of Piedmont. S = Superseded by a later ordinance; R = Repealed; NC = Not Codified; Spec. Ords. = Listing of special ordinances in tables.

Piedmont Disposition Table

| <u>Ord. No.</u> | <u>Date</u> | <u>Subject</u> | <u>Disposition**</u> |
|-----------------|-------------|--|----------------------|
| 297 | 1/27/92 | Sales tax amendments, increasing from 2 to 4% | |
| 298 | | Tabled | |
| 299 | 2/24/92 | Rezoning | |
| 300 | 2/24/92 | Rezoning | |
| 301 | 4/27/92 | Rezoning | |
| 302 | 5/1/92 | RE-1, RE-2 and RS-1 amendments (rural residential estates), re: lot width requirements | |
| 303 | 5/1/92 | Rezoning | |
| 304 | 6/22/92 | Ward boundaries, revisions | |
| 305 | 6/22/92 | Rezoning | |
| 306 | 6/22/92 | Rezoning | |
| 307 | 6/22/92 | Excise tax amendments, from 2 to 4% | |
| 308 | 7/27/92 | Traffic rules, drivers license and adopting state traffic code | |
| 309 | 8/24/92 | 911 emergency telephone fee rate, 3% | |
| 310 | 8/28/92 | BOCA Fire Prevention Code amendments | |
| 311 | 12/28/92 | Street types and classifications, right of way requirements, construction specifications (amending zoning and subdivision regulations) | |
| 312 | 12/28/92 | Utility tax of 2% on gas utilities' sales | |
| 313 | | Tabled | |
| 314 | 1/25/93 | Utility tax of 2% on gas utilities' sales | |
| 315 | 5/24/93 | Rezoning | |

**Section numbers refer to the Code of Piedmont. S = Superseded by a later ordinance; R = Repealed; NC = Not Codified; Spec. Ords. = Listing of special ordinances in tables.

Piedmont Disposition Table

| <u>Ord. No.</u> | <u>Date</u> | <u>Subject</u> | <u>Disposition**</u> |
|-----------------|-------------|--|----------------------|
| 316 | 9/27/93 | Subdivision regulation amendments | |
| 317 | 7/26/93 | Oil and gas inspection fee (from \$250 to \$270) | |
| 318 | | Rezoning | |
| 319 | 12/27/93 | Building permit charges | |
| 320 | 12/27/93 | Adopting revised comprehensive land use plan | |
| 321 | 1/24/94 | Adopting street construction specifications | |

**Section numbers refer to the Code of Piedmont. S = Superseded by a later ordinance; R = Repealed; NC = Not Codified; Spec. Ords. = Listing of special ordinances in tables.

Piedmont Disposition Table

Piedmont Disposition Table

LISTING OF CERTAIN SPECIAL ORDINANCES

- Part 1 : Ordinances Annexing Territory to, or Excluding Territory from, the City
- Part 2 : Ordinances Opening or Vacating Streets and Alleys
- Part 3 : Zoning Ordinance Map Amendments
- Part 4 : Other Special Ordinances

LISTING OF CERTAIN SPECIAL ORDINANCES

Part 1 :

Ordinances Annexing Territory to, or
Excluding Territory From, the City

| <u>Ord. No.</u> | <u>Date</u> | <u>Subject</u> |
|-----------------|-------------|----------------|
| 2799 | 6/26/899 | Deannexing. |

*Other Special Ordinances include: (1) Granting the right to use streets; (2) Special election calls; (3) Bond issues; (4) Acceptance of beneficial interest in public trusts; (5) Other special or temporary ordinances. Where applicable, some of these special ordinances may be referred to in the text of the code of ordinances as well.

Piedmont Disposition Table

Part 2

Ordinances Opening or Vacating

Streets and Alleys

| <u>Ord. No.</u> | <u>Date</u> | <u>Subject</u> |
|-----------------|-------------|---------------------------------|
| 294 | 10/28/91 | Closing public way (2nd street) |

*Other Special Ordinances include: (1) Granting the right to use streets; (2) Special election calls; (3) Bond issues; (4) Acceptance of beneficial interest in public trusts; (5) Other special or temporary ordinances. Where applicable, some of these special ordinances may be referred to in the text of the code of ordinances as well.

Piedmont Disposition Table

Part 3

Zoning Ordinance Map Amendments

| <u>Ord. No.</u> | <u>Date</u> | <u>Subject</u> |
|-----------------|-------------|----------------|
| 280 | 1/22/90 | Rezoning. |
| 285 | 10/22/90 | Rezoning |
| 286 | 10/22/90 | Rezoning |
| 291 | 3/25/91 | Rezoning |
| 299 | 2/24/92 | Rezoning |
| 300 | 2/24/92 | Rezoning |
| 301 | 4/27/92 | Rezoning |
| 303 | 5/1/92 | Rezoning |
| 305 | 6/22/92 | Rezoning |
| 306 | 6/22/92 | Rezoning |
| 315 | 5/24/93 | Rezoning |

*Other Special Ordinances include: (1) Granting the right to use streets; (2) Special election calls; (3) Bond issues; (4) Acceptance of beneficial interest in public trusts; (5) Other special or temporary ordinances. Where applicable, some of these special ordinances may be referred to in the text of the code of ordinances as well.

Piedmont Disposition Table

Part 4

Other Special Ordinances*

| <u>Ord. No.</u> | <u>Date</u> | <u>Subject</u> |
|-----------------|-------------|----------------|
|-----------------|-------------|----------------|

***Other Special Ordinances include: (1) Granting the right to use streets; (2) Special election calls; (3) Bond issues; (4) Acceptance of beneficial interest in public trusts; (5) Other special or temporary ordinances. Where applicable, some of these special ordinances may be referred to in the text of the code of ordinances as well.**

DISPOSITION TABLE
2003 SUPPLEMENT

| <u>Ordinance No.</u> | <u>Date Adopted</u> | <u>Disposition in Code</u> |
|---|---------------------|-----------------------------|
| 380 (Flood Regulations) | 10/25/99 | Part 12, Chapter 6 |
| 381 (amend Retirement System) | 09/27/99 | Appendix |
| 382 (A-1 setbacks) | 01/11/00 | ZO, Chapter 4 |
| 383 (Penalty-\$500) | 03/27/00 | 1-108 |
| 384 (Adopting revised Code) | 01/24/00 | Appendix |
| 385 (jury trials) | 03/27/00 | Part 6, Chapter 3 |
| 386 (Rezoning ordinance) | not adopted | |
| 387 (Personnel regulations) | 04/24/00 | 2-410(3) |
| 388 (Rezoning ordinance, 35-14-5) | 04/24/00 | Appendix |
| 389 (Rezoning ordinance, 26-14-5) | 06/26/00 | Appendix |
| 390 (Personnel-holidays) | 07/24/00 | 2-410(2) |
| 391 (Inmates pay jail costs) | 10/23/00 | 6-134 |
| 392 (Landscape Requirements, etc.) | 10/23/00 | ZO 6-8, 4-1, 5-3.6 |
| 393 (Tobacco use) | 11/27/00 | 10-516, 10-517 |
| 394 (Flood Regulations) | 12/18/00 | 12-603, 12-604 |
| 395 (Curfew) | | Part 10, Chapter 5, 10-517 |
| 396 (Rezoning ordinance 16-14-5) | 03/23/01 | Appendix |
| 397 (Platting procedures) | 06/25/01 | Chapter 2. Subdivision Regs |
| 398 (Street standards) | 06/25/01 | Part 14, Chapter |
| 399 (Retirement Plan amendment) | 06/25/01 | Appendix |
| 400 (Personnel-vacation, sick leave) | 06/25/01 | 2-410(3) |
| 401 (Lots, 5 acres) | 07/23/01 | 1-4.A Subdivision Regs |
| 402 (Rezoning ordinance, 34-14-5) | 07/23/01 | Appendix |
| 403 (Retirement System) | 07/23/01 | Appendix |
| 404 (Retirement System) | 07/23/01 | Appendix |
| 405 (Drunk driving-BAC .08) | 7/23/01 | 15-520 |
| 406 (Forensic fee) | 07/23/01 | 6-132 |
| 407 (Purchasing limits) | Not adopted | |
| 408 (Rezoning ordinance, 5-14-5) | 11/26/01 | Appendix |
| 409 (Purchasing Procedures) | 11/26/01 | Part 7, Chapter 2 |
| 410 (Rezoning ordinance, Block 34, Piedmont) | 02/25/02 | Appendix |
| 411 (Ward boundaries) | 05/28/02 | 1-302 |
| 412 (Siteplan Approval) | 04/22/02 | ZO 7-2.1 |
| 413 (Facades) | Not adopted | |
| 414 (Commercial facades) | 05/28/02 | ZO 5-3A |
| 415 (Tracts, 5 acres-right-of-way) | 05/28/02 | 1-4 Subdivision Regs |
| 416 (Fireworks) | 05/28/02 | 10-328 |
| 417 (Emergency Management) | 05/28/02 | 13-304 |

| | | |
|---|------------------|--------------------|
| 418 (Rezoning ordinance, 17-14-5) | 05/28/02 | Appendix |
| 419 (Manufactured housing) | Pending adoption | |
| 420 (Fireworks) | 06/27/02 | 10-328 |
| 421 (Rezoning ordinance, 17-14-5) | Not adopted. | |
| 422 (Rezoning ordinance, Lot 20, Blk 59, Piedmont) | 09/23/02 | Appendix |
| 423 (Retirement Plan) | 08/26/02 | Appendix |
| 424 (Rezoning ordinance, 29-14-5) | 10/28/02 | Appendix |
| 425 (Site-proof fencing) | 04/28/03 | ZO 5-13 |
| 426 (Rezoning ordinance, 3-14-5) | 01/27/03 | Appendix |
| 427 (Nuisances) | 01/27/03 | Part 8, Chapter 4 |
| 428 (Library Board) | 02/24/03 | Part 11, Chapter 3 |

ZO = Zoning Ordinance

DISPOSITION TABLE 11/2006

| <u>Ord. No.</u> | <u>Subject</u> | <u>Date Adopted</u> | <u>Disposition</u> |
|-----------------|---|---------------------|------------------------------|
| 429 | Retirement System | 03/24/2003 | NC |
| 430 | Retirement System | 03/24/2003 | NC |
| 431 | Rezoning (Lots 1-8, & 17-24, Block 76) | 05/27/2003 | ZO |
| 432 | Rezoning (Sec. 34-14-5) | 05/27/2003 | ZO |
| 433 | Rezoning (Sec. 32-14-5) | 07/28/2003 | ZO |
| 434 | Adoption of Code and Supplement No. 2 | 06/13/2003 | NC |
| 435 | Sign Regulations | 07/28/2003 | ZO (Chap. 3) |
| 436 | Not used | | |
| 437 | Rezoning (Lot 9-16, Block 76) | 08/25/2003 | ZO |
| 438 | Rezoning (Sec. 10-14-t) | 08/25/2003 | ZO |
| 439 | Retirement System | 03/24/2003 | NC |
| 440 | Retirement System | 09/22/2003 | NC |
| 441 | Youth Tobacco Act | 10/27/2003 | 10-518 |
| 442 | Emergency Medical Services | 10/27/2003 | NC |
| 443 | Building Code | 12/22/2003 | 5-201, 5-202 |
| 444 | Existing Building Code | 12/22/2003 | 5-204 |
| 445 | Residential Code | 12/22/2003 | 5-207, 5-208 |
| 446 | Plumbing Code | 12/22/2003 | 5-301, 5-302 |
| 447 | Mechanical Code | 12/22/2003 | 5-501, 5-502 |
| 448 | Fire Code | 12/22/2003 | 5-601, 5-603 |
| 449 | Private Sewage Disposal Code | 12/22/2003 | 5-306, 5-307 |
| 450 | Fuel Gas Code | 12/22/2003 | 5-610, 5-611 |
| 451 | Rezoning (Sec. 35-14-5) | 01/12/2004 | ZO |
| 452 | Water Lines and Fire Hydrants | 04/26/2004 | Sub. Regs. |
| 453 | Five Acre Lots | 05/24/2004 | Sub. Regs. |
| 454 | Off-Street Parking | 04/26/2004 | NC (amended by 455) |
| 455 | Off-Street Parking | 05/10/2004 | ZO 5-3(7) |
| 456 | Penalty Assessments | 06/28/2004 | 6-132 |
| 457 | Municipal Court Costs | 08/30/2004 | 6-127 |
| 458 | Rezoning (Lots 3-12, 19-20, Block 33) | | Denied |
| 459 | Municipal Court Suspension/Deferment | 09/27/2004 | 6-126, 1-108 |
| 460 | Rezoning (Sec. 10-14-5) | 10/08/2004 | ZO |
| 461 | Condemnation | 01/24/2005 | 8-303 |
| 462 | Communication Towers | 02/28/2005 | Chapter 5A |
| 463 | Private Streets/Roads | 04/25/2005 | Sub.Reg.s. (VI-5.1 & VI-5.2) |
| 464 | Rezoning (Lots 21-24, Block 68, Lots 13-16, Block 69, and Lots 13-24, Block 70) | | Denied |
| 465 | Rezoning (Lot 5, Block 1) | | Denied |
| 466 | Street Improvements | | Denied |
| 467 | Rezoning (Sec. 34-14-5) | 08/22/2005 | |
| 468 | Oil & Gas Drilling/Operations (Fences) | 07/25/2005 | 12-515 |
| 469 | Not used | | |
| 470 | Rezoning (Sec. 33-14-5) | 06/27/2005 | ZO |
| 471 | Lot-split Plat | 08/22/2005 | Sub.Reg.s. (III-5) |
| 472 | Planned Unit Development | 11/28/2005 | ZO (5-10(6)) |

DISPOSITION TABLE 11/2006--continued

| <u>Ord. No.</u> | <u>Subject</u> | <u>Date Adopted</u> | <u>Disposition</u> |
|-----------------|-------------------------------------|---------------------|------------------------|
| 473 | Rezoning (Sec. 16-14-5) | 11/28/2005 | ZO |
| 474 | Permits and Inspection Fees | 12/27/2005 | Sub.Reg. (VI-2A) |
| 475 | Facades | 12/27/2005 | ZO (5-3A) |
| 476 | Five Acre Lots | 11/28/2005 | Sub.Reg. (I-4A) |
| 477 | Not used | | |
| 478 | Personal Storage Units | 01/23/2006 | ZO (Chap. 4 & 5) |
| 479 | Rezoning (Sec. 25-14-6) | 01/23/2006 | ZO |
| 480 | New Development Excise Tax | | Denied |
| 481 | New Development Excise Tax | | Denied |
| 482 | Infrastructure Fee | 08/09/2006 | 5-231 |
| 483 | Rezoning (Sec. 32-14-5) | 05/22/2006 | ZO |
| 484 | Rezoning (Sec. 21-14-5) | 06/26/2006 | ZO |
| 485 | Rezoning (Sec. 16-14-5) | 05/22/2006 | ZO |
| 486 | Permits, Inspection Fees, Bonds | 05/22/2006 | Sub.Reg.(VI-2A, VI-9B) |
| 487 | Pending | | |
| 488 | RS-3 Zoning District | 11/27/2006 | ZO (Chaps. 2 & 4) |
| 489 | Pending | | |
| 490 | Seatbelts Required | 11/27/2006 | 15-542 |
| 491 | Ordinance Violations Burea | 11/27/2006 | 6-110 |
| 492 | Fines, Probation, and Deferral Fees | 11/27/2006 | 1-108, 6-126, 6-301 |
| 493 | Bond/Security Filing Fee | 11/27/2006 | 6-135 |

Piedmont Disposition Table

DISPOSITION TABLE

2008 SUPPLEMENT

| <u>Ord.No.</u> | <u>Subject</u> | <u>Date Adopted</u> | <u>Disposition</u> |
|----------------|---|---------------------|--|
| 494 | Establishing 911 VOIP | 12/27/06 | Appendix 10 |
| 495 | Building Regulations and Codes | 04/23/07 | 5-207, 5-208 |
| 496 | Building Regulations and Codes | 04/23/07 | 5-122 |
| 497 | Building Regulations and Codes | 04/23/07 | 5-125 |
| 498 | Not used | | |
| 499 | Rezoning (NE/4, Sec 33, T14N, R5W) | | Denied |
| 500 | Animals | 09/24/07 | 4-108 |
| 501 | Rezoning (Lots 19-24, Blk, and Lots 13-18, Blk 9) | 11/26/07 | Zoning Ordinance |
| 502 | Definition of RE-2 | 09/24/07 | ZO, Chapter 2 |
| 503 | Rezoning (SW/4, Sec 35, T15N, R6E) | | Denied |
| 504 | Subdivisions over five acres and street Design standards | 11/26/07 | Sub Regs, I-4A(B) and V-2(a)(I) |
| 505 | Water Lines | 11/22/07 | Sub Regs, Sec. VI-7 |
| 506 | Manufactured/Modular/Mobile Homes | | Denied |
| 507 | Itinerant Vendors - Exceptions | 10/22/07 | 9-210 |
| 508 | Planned Unit Development | 02/25/08 | ZO, Sec. 5-10 |
| 509 | Deed Approval | 02/25/08 | Sub Regs., Sec III-7 |
| 510 | Rezoning (N/2, Sec 33, T14N, R5W) | 03/06/08 | Zoning Ordinance |
| 511 | Planned Unit Development | 05/27/08 | ZO 5-10 |
| 512 | Not used | | |
| 513 | Street Improvements | 05/27/08 | Sub Regs, Sec. VI-5 |
| 514 | Rezoning (NE/4, Sec 35, T14N, R5W) | 04/28/08 | Zoning Ordinance |
| 515 | Traffic Code | 06/23/08 | Sec. 15-2001.1 |
| 516 | Traffic Code | 06/23/08 | Sec. 15-518.1 |
| 517 | Rezoning (SW/4, Sec 21, T14N, R5W) | 06/05/08 | Zoning Ordinance |
| 518 | Flood Damage Prevention | 05/27/08 | Sec. 12-601 |
| 519 | Restrictions on Gatherings - Minors Consuming Alcoholic Beverages | 07/28/08 | Chapter 3 |
| 520 | Maximum Fines, Imprisonment, Probation, and Fee Deferral; Jury Trial Requirements, and Limitations on Files | 08/25/08 | Sec. 1-108, Sec. 6-126, and Sec. 6-301 |
| 521 | Rezoning SW/4, Sec. 21, T14N, R5W | | Zoning Ordinance |
| 522 | Transfer of Property to Eastwind Estates | | Appendix 10 |
| 523 | Water Main Extension, Sanitary Sewer Extension, and Payback Policy | | Part 17, Article C |

Piedmont Disposition Table

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Piedmont Disposition Table

ORDINANCE DISPOSITION TABLE

2010 SUPPLEMENT

| <u>Ord.No.</u> | <u>Subject</u> | <u>Date Adopted</u> | <u>Disposition</u> |
|----------------|---|---------------------|---------------------|
| 524 | Identity Theft Prevention Program | 11/24/2008 | Ch 9, Title 7 |
| 525 | Void | | |
| 526 | Void | | |
| 527 | Special Flood Hazards | 06/02/2009 | 12-605 |
| 528 | Retirement | | Not codified |
| 529 | National Electric Code | 06/22/2009 | 5-401 |
| 530 | American National Standards Accessible And Usable Buildings and Facilities Code | 06/22/2009 | 5-210 |
| 531 | International Plumbing Code | 06/22/2009 | 5-301 & 5-302 |
| 532 | International Building Code | 06/22/2009 | 5-201 & 5-202 |
| 533 | International Existing Building Code | 06/22/2009 | 5-204 |
| 534 | International Fire Code | 06/22/2009 | 5-601 & 5-602 |
| 535 | International Fuel Gas Code | 06/22/2009 | 5-610 & 5-611 |
| 536 | International Mechanical Code | 06/22/2009 | 5-501 & 5-502 |
| 537 | International Private Sewage Disposal Code | 06/22/2009 | 5-306 |
| 538 | International Property Maintenance Code | 06/22/2009 | 5-209 |
| 539 | Ordinance Violations Bureau | 05/28-2009 | 6-110 |
| 540 | Sewers and Sewage Disposal | | Chapter 17A |
| 541 | Court Costs | 07/27/2009 | 6-127 |
| 542 | Required Building Permits, Fees, Insurance | 7/27/2009 | 5-127 |
| 543 | Permit and Inspection Fees | 7/27/2009 | 5-128 |
| 544 | Void | | |
| 545 | Restrictions on Gatherings--Minors Consuming Alcohol | 7/27/2009 | 3-301 |
| 546 | Maximum Fines and Imprisonment | 7/27/2009 | 1-108, 6-126, 6-301 |
| 547 | Amendments, Validity, Enactment | | ZO 9-1 |
| 548 | Sales Tax Code | 8/24/2009 | 7-305 & 7-306 |
| 549 | Noise Control | 10/26/2009 | 8-701 |
| 550 | Operation of Minibikes, Golf Carts, ATVs, And Utility Vehicles on Public Streets | 11/23/2009 | 15-1510 |
| 551 | Retirement | | Not codified |
| 552 | Retirement | | Not codified |
| 553 | Excise Tax | | 7-403 |
| 554 | Denied | | |
| 555 | Rezone NW/4, Sec 4, T13N, R5W | 4/16/2010 | Zoning Ordinance |
| 556 | Building Permits, Site Plans, Submittals and Application Requirements | 05/23/2010 | 7-2 & 7-2.1 ZO |
| 557 | Special Permit Uses | 06/28/2010 | 7-4.1 ZO |

Piedmont Disposition Table

| | | | |
|-----|--|------------|------------------|
| 558 | Storage and Parking of Commercial Vehicles, Trailers and Boats | 10/25/2010 | Part 8, Ch 6 |
| 559 | Special Flood Hazards and Flood Plain Management | 06/28/2010 | 12-601 |
| 560 | Secs 4 & 5, T14N, R5W | 07/26/2010 | Zoning Ordinance |
| 561 | Facades on Commercial Buildings | | Zoning Ordinance |
| 562 | Rezone NW/4 & NE/4, Sec 33, T14N, R5W | 08/23/2010 | Zoning Ordinance |
| 563 | Earth Change and Storm Water Drainage | | Part 18 |
| 564 | Impoundment | | 15-1901 |
| | Proof of Liability Insurance Coverage | | 15-103 |
| 565 | Combination Fire Department | | 13-102 |

Piedmont Disposition Table

ORDINANCE DISPOSITION TABLE

2013 SUPPLIMENT

| <u>Ord. No.</u> | <u>Subject</u> | <u>Date Adopted</u> | <u>Disposition</u> |
|-----------------|--|---------------------|--|
| 567 | Truancy | 01/24/2011 | Adding Section 10-520 through 10-522 |
| 568 | Alarm Systems | 03/28/2011 | Adding Chapter 3 to Part 9 Section 9-301 through 9-307 |
| 569 | Electricity Franchise | 04/25/2011 | Appendix 10 |
| 570 | Travel Trailer as Temporary Housing | 06/02/2011 | Renumbering Section 5-703 to 5-704, Adding Section 5-703 |
| 571 | Waiver of Infrastructure Use | 07/14/2011 | Amending Section 5-232 by adding Subsection "C" (misnumbered 2-232 in ordinance) |
| 572 | Building Permit for an Accessory Building after Disaster. | 07/14/2011 | Adding Section 5-129 |
| 573 | Adopting International Building Code, 2009 | 10/27/2011 | Amending Section 5-201, Repealing Section 5-204 |
| 574 | Open Burning Prohibited | 11/26/2011 | Amending Section 8-113 |
| 575 | Sidewalks and Subdivisions | 08/27/2012 | Adding Section V-2-g to "Subdivision Regulations" Adding Chapter 5 to Part 14 Section 14-501 through 14-521 |
| 576 | Zoning Change | 01/23/2012 | Not Codified |
| 577 | USDA-RBEG-Revolving Loan Fund | 02/27/2012 | Appendix 10 |
| 578 | Zoning Change | 04/23/2012 | Not Codified |
| 579 | Sewer User Charges | 05/31/2012 | Amending Section 17A-501 |
| 581 | Regulation of Mini Wind Energy Conversion Systems | 12/17/2012 | Amending Section 5-801 through 5-803 Adding Section 5-804 through 5-819 |

Piedmont Disposition Table

| | | | |
|-----|---|------------|--|
| 582 | Bond Election | 01/28/2013 | Not Codified |
| 583 | Retirement System | 05/28/2013 | Appendix 10 |
| 584 | Retirement System | 05/28/2013 | Appendix 10 |
| 586 | Zoning Change | 06/24/2013 | Not Codified |
| 590 | Zoning Change | 08/26/2013 | Not Codified |
| 591 | Declaration of Wind Energy System to be Public Nuisance | 08/26/2013 | Amending Section 5-801 through 5-819 Adding Section 5-820 |
| 592 | City Personnel Regulations | 09/16/2013 | Amending Section 2-403, 2-407, 2-408, 2-410, 2-411, 2-412 |
| 593 | Voting Ward Boundaries | 10/30/2013 | Amending Section 1-302 |
| 594 | Regulation of Wind Energy Systems | 12/09/2012 | Amending Section 5-801, 5-802 Repels Section 5-820 |

Piedmont Disposition Table

ORDINANCE DISPOSITION TABLE

2015 SUPPLIMENT

| <u>Ord. No.</u> | <u>Subject</u> | <u>Date Adopted</u> | <u>Disposition</u> |
|-----------------|---|---------------------|--|
| 597 | Retirement System | 02/24/2014 | Not Codified, Appendix 11 |
| 598 | Enforcement of Fines and Costs, Imprisonment, Work and Community Service. | 04/28/2014 | Amending Section 6-129 |
| 599 | Adopting and Enacting Code of Ordinances | 04/28/2014 | Not Codified, Appendix 11 |
| 600 | Technology Fee | 05/27/2014 | Amending Section 6-127 |
| 601 | Donation Bin & Vending Machine | 08/25/2014 | Not Codified |
| 602 | Retirement System | 11/06/2014 | Not Codified, Appendix 11 |
| 603 | Zoning Change | 11/06/2014 | Not Codified |
| 604 | Smoking in Public Places and Indoor Workplaces | 04/27/2015 | Adding Section 10-523 |
| 605 | Youth Access to Tobacco | 01/26/2015 | Amending Section 10-518 to 10-519 |
| 606 | Automobile Repair | 03/23/2015 | Not Codified |
| 608 | Retirement System | 05/26/2015 | Not Codified, Appendix 11 |
| 609 | Retirement System | 05/26/2015 | Not Codified, Appendix 11 |
| 610 | Board and Planning Commission Removal from Office | 09/24/2015 | Amending Section 11-101A, 12-101, 12-121 |
| 611 | Collection Fee | 09/24/2015 | Not Codified, Appendix 11 |
| 612 | Youth Access to Tobacco | 10/12/2015 | Amending Section 10-518 to 10-519 |
| 613 | Electronic Messaging While Driving | 11/23/2015 | Adding Section 15-515.1 |
| 614 | Marijuana Prohibited | 11/23/2015 | Amending Section 10-502 |
| 615 | Curfew for Minors | 11/23/2015 | Amending Section 10-517 |

