

AGENDA

Regular Meeting of the
Nichols Hills City Council
Tuesday, September 10, 2024 at 5:30 PM
City Hall, 6407 Avondale Drive
Nichols Hills, OK 73116

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

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

1. Call to Order and Pledge of Allegiance
2. Roll Call
3. Minutes
 - a. August 13, 2024 Minutes
 - b. August 23, 2024 Minutes

4. Departmental Reports

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

- a. Police Department
- b. Municipal Court
- c. Fire Department
- d. Public Works
- e. Risk Manager
- f. New Resident List

- g. City Treasurer
- h. Finance Director
- i. Information System Manager
- j. Engineer
- k. ACOG Report

5. Total Warrants & Claims

- a. Consideration of approval, disapproval, and/or postponement of the following: Claims List for 2024-2025

Fund	Dollar Amount
General Fund	\$265,375.61
Designated Funds - Police	5,522.39
Nichols Hills Municipal Authority	133,930.96
General Fund - CIP	1,350.00
Health Insurance Fund	5,025.00
General Obligation Bond Funds	685,925.82
Total Warrants & Claims	\$1,097,129.78

6. Consent Docket - Construction

Items on Consent Dockets are usually approved as a group upon a motion by one of the City Council members. However, members of the City Council may request discussion or separate action on any item on the Consent Dockets.

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

- a. Change Order No. 2 for WC-2101 Water Treatment Facility Arsenic Removal Water Treatment Plant project with Landmark Construction Group, LLC in the amount of \$38,485.00.

BACKGROUND: The change order increases the contract to \$3,557,158.00. The original contract was \$3,498,000.00.

- b. Pay Estimate No. 5 for Project No. WC-2101 with Landmark

Construction Group LLC for Arsenic Removal Treatment Plant in the amount of \$155,109.17.

BACKGROUND: City Engineer has verified quantities and recommends approval, to be paid from 2021 GO Bonds and other funds.

- c. Pay Estimate No. 4 for Project No. PC-2302 with Rudy Construction Co. for Paving Improvements to the 1100 Block of Bedford Drive, 7000 Block of Waverly Avenue, and 6800 Block of Trenton Road in the amount of \$236,841.17.

BACKGROUND: City Engineer has verified quantities and recommends approval, to be paid from 2023 GO Bonds and other funds.

- d. Pay Estimate No. 6 for Project No. PC-2301 with Rudy Construction Co. for Paving Improvements to the 1600 & 1700 Blocks of Randel Road in the amount of \$229,901.11.

BACKGROUND: City Engineer has verified quantities and recommends approval, to be paid from 2023 GO Bonds and other funds.

7. Consent Docket - General

Items on Consent Dockets are usually approved as a group upon a motion by one of the City Council members. However, members of the City Council may request discussion or separate action on any item on the Consent Dockets.

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

- a. A resolution authorizing the disposal and destruction of certain original records and papers of records prior to the retention period for such records established in the Revised Records Retention Manual, 2015; and directing the City Manager to take all actions necessary to provide for the disposal and destruction of such records.

- b. Request from Information Systems Manager Scott Johnston to purchase five replacement iPads for City staff. The total will not exceed \$5,000.00, as approved in the 2024-2025 CIP budget.
- c. Request from Information Systems Manager Scott Johnston to purchase a Panic Alarm system for the Public Works Department. The total will not exceed \$5,000.00, as approved in the 2024-2025 CIP budget.
- d. Request from Information Systems Manager Scott Johnston to purchase five replacement tablets for the Police vehicles. The total will not exceed \$6,000.00, as approved in the 2024-2025 CIP budget.
- e. A Resolution of the City Council of the City of Nichols Hills, Oklahoma approving the Amended and Restated Keystone Flex Administrators FSA Plan.
- f. A Resolution of the City Council of the City of Nichols Hills, Oklahoma approving the Amended and Restated Keystone Flex Administrators HRA Plan.
- g. A resolution declaring certain supplies, materials, and equipment owned by the City to be surplus ("Surplus Property"); directing the City Manager to sell such Surplus Property at public auction; and directing the City Manager to dispose of any such Surplus Property which does not receive a successful bid.
- h. Request from Fire Chief Kevin Boydston to purchase three gate valve hose appliances for an amount not to exceed \$1,700.00, as approved in the FY 2024-2025 CIP budget.
- i. Request from Fire Chief Kevin Boydston to purchase CPR Manikins and Stop the Bleed supplies for an amount not to exceed \$3,400.00, as approved in the FY 2024-2025 CIP budget.

8. Citizens Desiring to Be Heard

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

9. Items for Separate Vote - Ordinances, Resolutions, and Other Matters

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

- a. Request from Alexandra Crothers to close Mulberry Lane for a Special Event. The street will be closed October 26, 2024 from 2:00 pm - 6:00 pm.
- b. Request from Tim Rasmussen to close the 1700 Block of Guilford Lane for a Special Event. The street will be closed October 6, 2024 from 4:00 pm - 7:00 pm.
- c. PUBLIC HEARING: The issuance of a special permit to Crown Castle USA, Inc., representing T-Mobile, for the purpose of replacing and/or adding new antennas and other equipment on existing monopole tower located in the vicinity of 6706 North Pennsylvania Avenue, Nichols Hills, Oklahoma, and related follow-up discussion regarding future communications facility permits.
- d. PUBLIC HEARING: An application to rezone property generally located at 6523 Avondale Drive in Nichols Hills, Oklahoma from the R-2 Two-Family Residential Zoning District to the R-3 Multiple-Family Residential Zoning District.
- e. Waterline 11 Relocation Agreement between City of Nichols Hills Oklahoma, Nichols Hills Municipal Authority and Independent School District No. 89 of Oklahoma County, Oklahoma, (Oklahoma City Public Schools) ("Agreement") to accommodate the construction of new Belle Isle Enterprise High School on a 65-acre (MOL) site in Oklahoma City east of the northeast corner of the intersection of Wilshire Boulevard and Broadway Extension, and authorizing the Mayor other municipal officials to execute instruments in furtherance of the Agreement.
- f. A resolution awarding contract to the lowest responsible bidder for PC-2402 2024 GO Bond Issue 1200 Block of Larchmont Lane Paving Project, and authorizing execution of the contract, bonds, and related instruments; or alternatively reject all bids.
- g. Discussion regarding Ward 3 Safety Letter.

- h. Building Commission Appointment - Tori Raines
- i. Building Commission Appointment - Jeff Oakley
- j. Environment, Health and Sustainability Commission - Ward Two.

10. Adjournment

I certify that the forgoing was filed in the Office of the City Clerk at 3:15 PM on the 6th day of September, 2024 and posted in prominent view on the window at City Hall, 6407 Avondale Drive, at 3:30 PM on the 6th day of September, 2024; posted to the [City of Nichols Hills website](#) at 5:00 PM on the 6th of September, 2024; and transmitted by email at 5:00 PM on the 6th day of September, 2024 to those persons who have requested to be included on such notices pursuant to the Open Meeting Act and to those who have requested such notice.



City Clerk
City of Nichols Hills, Oklahoma

MINUTES

Regular Meeting of the
Nichols Hills City Council
Tuesday, August 13, 2024 at 5:30 PM
City Hall, 6407 Avondale Drive
Nichols Hills, OK 73116

Original agenda filed in the Office of the City Clerk at 3:11 PM on
the 9th day of August 2024.

1. Call to Order and Pledge of Allegiance
2. Roll Call

Attendees Present	Arrived
Mayor E. Peter Hoffman	5:30
Vice-Mayor Steven J. Goetzinger	5:30
Council Member Sody Clements	5:30

Fire Chief Boydston presented Firefighters Josh Balch, Daniel Morrison and Tyler Hamblin with their helmet shields and badges for completing their probationary time, completing many hours of training and testing.

- a. PRESENTATION: Recognition of Firefighter Josh Balch.

Firefighter Josh Balch's father, Mr. Kendall Balch, pinned Josh's badge on.

- b. PRESENTATION: Recognition of Firefighter Daniel Morrison.

Firefighter Daniel Morrison's wife, Analisa, pinned Daniel's badge on.

- c. PRESENTATION: Recognition of Firefighter Tyler Hamblin.

Firefighter Tyler Hamblin's mother, Mrs. Laura Hamblin, pinned Tyler's badge on.

3. Minutes
 - a. July 9, 2024 Special Meeting Minutes
 - b. July 9, 2024 Regular Meeting Minutes

MOTION: Steven J. Goetzinger moved to approve the July 9, 2024 Special Meeting and July 9, 2024 Regular Meeting minutes as presented. Sody Clements seconded the motion.

RESULT:	(UNANIMOUS)
MOVER:	Steven J. Goetzinger
SECONDER:	Sody Clements
AYES:	Sody Clements, E. Peter Hoffman , Steven J. Goetzinger

4. Departmental Reports

- a. Police Department
- b. Municipal Court
- c. Fire Department
- d. Public Works
- e. Risk Manager
- f. New Resident List
- g. City Treasurer
- h. Finance Director
- i. Information System Manager
- j. Engineer
- k. ACOG Report

Mayor Hoffman reported that ACOG did not receive the solar grant money that the City had been working on. The City continues to work with ACOG for other ideas.

Councilman Clements thanked Scott Johnston, Information System Manager, for helping her with a spam email she had received.

MOTION: Sody Clements moved to approve the July 2024 departmental reports as presented. Steven J. Goetzinger

seconded the motion.

RESULT: (UNANIMOUS)
MOVER: Sody Clements
SECONDER: Steven J. Goetzinger
AYES: Sody Clements, E. Peter Hoffman , Steven J. Goetzinger

5. Total Warrants & Claims

a. Warrants & Claims

i. Warrants & Claims

MOTION: Steven J. Goetzinger moved to approve the total warrants and claims as presented. Sody Clements seconded the motion.

RESULT: (UNANIMOUS)
MOVER: Steven J. Goetzinger
SECONDER: Sody Clements
AYES: Sody Clements, E. Peter Hoffman , Steven J. Goetzinger

6. Consent Docket - Construction

- a. Pay Estimate No. 5 for Project No. PC-2301 with Rudy Construction Co. for Paving Improvements to the 1600 & 1700 Blocks of Randel Road in the amount of \$180,094.79.

BACKGROUND: City Engineer has verified quantities and recommends approval, to be paid from 2023 GO Bonds and other funds.

- b. Pay Estimate No. 3 for Project No. PC-2302 with Rudy Construction Co. for Paving Improvements to the 1100 Block of Bedford Drive, 7000 Block of Waverly Avenue, and 6800 Block of Trenton Road in the amount of \$128,050.02.

BACKGROUND: City Engineer has verified quantities and recommends approval, to be paid from 2023 GO Bonds and other funds.

- c. Pay Estimate No. 4 for Project No. WC-2101 with Landmark Construction Group LLC for Arsenic Removal Treatment Plant in the amount of \$461,098.11.

BACKGROUND: City Engineer has verified quantities and recommends approval, to be paid from 2021 GO Bonds and other funds.

- d. Change Order No. 3 for the Fire Training Tower project with Landmark Construction Group, LLC in the amount of \$14,655.00.

BACKGROUND: The change order increases the contract to \$1,004,529.00. The original contract was \$959,000.00.

- e. Invoice No. 8460A with Howard-Fairbairn Site Design, Inc for Redbud Park & West Grand Boulevard Trail Expansion Project, in the amount of \$26,250.00, to be paid from Park Designated Fund and other funds.

MOTION: Sody Clements moved to approve item 6a - 6e Consent Docket Construction as presented. Steven J. Goetzinger seconded the motion

RESULT:	(UNANIMOUS)
MOVER:	Sody Clements
SECONDER:	Steven J. Goetzinger
AYES:	Sody Clements, E. Peter Hoffman , Steven J. Goetzinger

7. Consent Docket - General

- a. A resolution authorizing the disposal and destruction of certain original records and papers of records prior to the retention period for such records established in the Revised Records Retention Manual, 2015; and directing the City Manager to take all actions necessary to provide for the disposal and destruction of such records.
- b. Request from the Public Works Department to purchase a CUES Sewer Camera System from Oklahoma State Contract SW-193T, not to exceed \$115,086.00, to be paid from the 2022 GO Bond

funds.

- c. A resolution casting a vote for Greg Buckley to fill the expiring term of At-Large Trustee of the Oklahoma Municipal Retirement Fund (OkMRF).
- d. A resolution of the City Council of the City of Nichols Hills, Oklahoma approving the May 30, 2024 Amendments to the 1983 Amended Agreements creating the Association of Central Oklahoma Governments.
- e. Request from Fire Chief Kevin Boydston to purchase 15 sets of Dual Certified Wildland/Rescue gear for an amount not to exceed \$26,528.00, as approved in the FY 2024-2025 CIP budget.
- f. Request from Fire Chief Kevin Boydston to purchase an 800MHz Mobile radio and equipment for an amount not to exceed \$4,000.00, as approved in the FY 2024-2025 CIP budget.
- g. Request from Fire Chief Kevin Boydston to purchase an EV Electric Vehicle Fire Blanket and EV emergency plug for an amount not to exceed \$2,300.00, as approved in the FY 2024-2025 CIP budget.
- h. Request from the Public Works Department to purchase a 24" High Flow Asphalt Planer from Oklahoma State Contract SW-192, not to exceed \$22,320.72, as approved in the 2024-2025 CIP budget.

MOTION: Steven J. Goetzinger moved to approve item 7a - 7h Consent Docket General as presented. Sody Clements seconded the motion.

RESULT:	(UNANIMOUS)
MOVER:	Steven J. Goetzinger
SECONDER:	Sody Clements
AYES:	Sody Clements, E. Peter Hoffman , Steven J. Goetzinger

8. Citizens Desiring to Be Heard

No one expressed a desire to be heard.

9. Items for Separate Vote - Ordinances, Resolutions, and Other Matters

- a. Request from Kayla Bourland to close Holtzendorff Parkway for a Special Event. The street will be closed September 8, 2024 from 1:30pm - 5:30pm.

MOTION: Sody Clements moved to approve agenda item 9a as presented. Steven J. Goetzinger seconded the motion.

RESULT: (UNANIMOUS)
MOVER: Sody Clements
SECONDER: Steven J. Goetzinger
AYES: Sody Clements, E. Peter Hoffman , Steven J. Goetzinger

- b. Request to seek bids for PC-2402 2024 GO Bond Issue 1200 Block of Larchmont Lane Paving Project and receive and approve plans for the same.

MOTION: Steven J. Goetzinger moved to approve agenda item 9b as presented. Sody Clements seconded the motion.

RESULT: (UNANIMOUS)
MOVER: Steven J. Goetzinger
SECONDER: Sody Clements
AYES: Sody Clements, E. Peter Hoffman , Steven J. Goetzinger

- c. PUBLIC HEARING: An Ordinance amending Chapter 50, Article II, Division 10 of the Nichols Hills City Code regarding signs; repealing all conflicting ordinances or parts of ordinances; providing for severability; and declaring an emergency.

Mrs. Carla Sharpe, attorney for the City, presented the proposed ordinance to the City Council.

Following discussion among City Council members and staff, Mayor Hoffman opened the public hearing.

Seeing no others expressing a desire to be heard, the public hearing was closed.

MOTION: Sody Clements moved to approve agenda item 9c as presented. Steven J. Goetzinger seconded the motion.

RESULT: (UNANIMOUS)
MOVER: Sody Clements
SECONDER: Steven J. Goetzinger
AYES: Sody Clements, E. Peter Hoffman , Steven J. Goetzinger

- i. Consideration of approval or disapproval of the emergency section of the foregoing ordinance.

MOTION: Steven J. Goetzinger moved to approve agenda item 9c (i) - Emergency clause of the foregoing ordinance. Sody Clements seconded the motion.

RESULT: (UNANIMOUS)
MOVER: Steven J. Goetzinger
SECONDER: Sody Clements
AYES: Sody Clements, E. Peter Hoffman , Steven J. Goetzinger

- d. PUBLIC HEARING: An Ordinance amending the Nichols Hills City Code regarding the appointment of At-Large Members to the Board of Adjustment; repealing all conflicting ordinances or parts of ordinances; providing for severability; and declaring an emergency.

Mrs. Carla Sharpe, attorney for the City, presented the proposed ordinance to the City Council.

Following discussion among City Council members and staff, Mayor Hoffman opened the public hearing.

Seeing no others expressing a desire to be heard, the public hearing was closed.

MOTION: Sody Clements moved to approve agenda item 9d as presented. Steven J. Goetzinger seconded the motion.

RESULT: (UNANIMOUS)
MOVER: Sody Clements
SECONDER: Steven J. Goetzinger

AYES: Sody Clements, E. Peter Hoffman , Steven J. Goetzinger

- i. Consideration of approval or disapproval of the emergency section of the foregoing ordinance.

MOTION: Steven J. Goetzinger moved to approve agenda item 9d (i) - Emergency clause of the foregoing ordinance. Sody Clements seconded the motion.

RESULT: (UNANIMOUS)

MOVER: Steven J. Goetzinger

SECONDER: Sody Clements

AYES: Sody Clements, E. Peter Hoffman , Steven J. Goetzinger

- e. PUBLIC HEARING: An Ordinance amending the Nichols Hills City Code regarding landscaping requirements for Certificates of Approval from the Building Commission for facade changes; repealing all conflicting ordinances or parts of ordinances; providing for severability; and declaring an emergency.

Mrs. Carla Sharpe, attorney for the City, presented the proposed ordinance to the City Council.

Following discussion among City Council members and staff, Mayor Hoffman opened the public hearing.

Seeing no others expressing a desire to be heard, the public hearing was closed.

MOTION: Sody Clements moved to approve agenda item 9e as presented. Steven J. Goetzinger seconded the motion.

RESULT: (UNANIMOUS)

MOVER: Sody Clements

SECONDER: Steven J. Goetzinger

AYES: Sody Clements, E. Peter Hoffman , Steven J. Goetzinger

- i. Consideration of approval or disapproval of the emergency section of the foregoing ordinance.

MOTION: Steven J. Goetzinger moved to approve agenda item 9e (i) - Emergency clause of the foregoing ordinance. Sody Clements seconded the motion.

RESULT: (UNANIMOUS)
MOVER: Steven J. Goetzinger
SECONDER: Sody Clements
AYES: Sody Clements, E. Peter Hoffman , Steven J. Goetzinger

- f. PUBLIC HEARING: An Ordinance amending the Nichols Hills City Code regarding applications for Certificates of Approval from the Building Commission; repealing all conflicting ordinances or parts of ordinances; providing for severability; and declaring an emergency.

Mrs. Carla Sharpe, attorney for the City, presented the proposed ordinance to the City Council.

Following discussion among City Council members and staff, Mayor Hoffman opened the public hearing.

Seeing no others expressing a desire to be heard, the public hearing was closed.

MOTION: Sody Clements moved to approve agenda item 9f as presented. Steven J. Goetzinger seconded the motion.

RESULT: (UNANIMOUS)
MOVER: Sody Clements
SECONDER: Steven J. Goetzinger
AYES: Sody Clements, E. Peter Hoffman , Steven J. Goetzinger

- i. Consideration of approval or disapproval of the emergency section of the foregoing ordinance.

MOTION: Steven J. Goetzinger moved to approve agenda item 9f (i) - Emergency clause of the foregoing ordinance. Sody Clements seconded the motion.

RESULT: (UNANIMOUS)
MOVER: Steven J. Goetzinger
SECONDER: Sody Clements
AYES: Sody Clements, E. Peter Hoffman , Steven J. Goetzinger

g. Environment, Health and Sustainability Commission - Ward Two.

RESULT: NO ACTION TAKEN

h. Public Arts Commission Appointment - At Large Appointment.

RESULT: NO ACTION TAKEN

i. A resolution of the City Council of the City of Nichols Hills, Oklahoma regarding Transportation Improvement Funding and Programming Surface Transportation Block Grant - Urbanized Area (STBG-UZA) Project.

MOTION: Sody Clements moved to approve agenda item 9i as presented. Steven J. Goetzinger seconded the motion.

RESULT: (UNANIMOUS)
MOVER: Sody Clements
SECONDER: Steven J. Goetzinger
AYES: Sody Clements, E. Peter Hoffman , Steven J. Goetzinger

10. Adjournment

MOTION: There being no further business, Steven J. Goetzinger moved to adjourn the meeting. Sody Clements seconded the motion.

RESULT: (UNANIMOUS)
MOVER: Steven J. Goetzinger
SECONDER: Sody Clements
AYES: Sody Clements, E. Peter Hoffman , Steven J. Goetzinger

Mayor
City of Nichols Hills, Oklahoma

City Manager
City of Nichols Hills, Oklahoma

City Clerk
City of Nichols Hills, Oklahoma

MINUTES

Special Meeting of the
Nichols Hills City Council
Friday, August 23, 2024 at 12:00 PM
1009 NW 75th Street
Nichols Hills, OK 73116

Original agenda filed in the Office of the City Clerk at 9:46 AM on
21st day of August, 2024.

1. Call to Order
2. Roll Call

Attendees Present	Arrived
Mayor E. Peter Hoffman	12:00
Vice-Mayor Steven J. Goetzinger	Absent
Council Member Sody Clements	12:00

3. Employee Lunch
 - a. No Official City business will be discussed or action taken other than to participate in employee lunch.
4. Adjournment

Mayor
City of Nichols Hills, Oklahoma

City Manager
City of Nichols Hills, Oklahoma

City Clerk
City of Nichols Hills, Oklahoma

FUND: General Fund

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	OKLAHOMA UNIFORM BUILDING CO	00-32600	Uniform Building Cod	PERMIT FEES AUGUST 2024	252.00
				TOTAL:	252.00
Administration	GRANICUS	02-84400	Software Agreements	AGENDA SOFTWARE	412.88
	VISA	02-84300	Training & Membershi	WALL STREET JOURNAL	8.00
		02-84300	Training & Membershi	PRE COUNCIL MEETING	70.54
		02-84300	Training & Membershi	LUNCH MEETING	29.59
	PETTY CASH	02-84300	Training & Membershi	AUGUST RECEIPTS	158.80
	VISA	02-84300	Training & Membershi	BOTTLED WATER	7.14
	AT&T 831-001-0000 521	02-84700	Telephone	MONTHLY CHARGES	90.40
	VISA	02-84300	Training & Membershi	WATER MAIN BREAK DINNER	28.43
	OML	02-84300	Training & Membershi	2024 REGISTRATION TAYLOR	380.00
				TOTAL:	1,185.78
City Attorney	WILLIAMS BOX FORSHEE & BULLA	04-87100	Legal Services	LEGAL SERVICES	26,305.80
				TOTAL:	26,305.80
Municipal Court	AT&T 831-001-0000 521	05-84700	Telephone	MONTHLY CHARGES	90.40
				TOTAL:	90.40
Police Department	CASEY NIX	06-84950	EV Charging	HOME CHARGING AUGUST	23.00
	ALERT	06-84000	Equipment Maintenanc	RADAR CERTIFICATION	840.00
	GOODYEAR TIRE & RUBBER COMPA	06-84100	Vehicle Maintenance	NEW TIRES UNIT 53	637.35
	VISA	06-84100	Vehicle Maintenance		1.55
		06-83000	Material & Supplies	OFFICE SUPPLIES, FOOD	9.95
		06-84000	Equipment Maintenanc	TRANQUILIZING DART GUN	1,840.70
		06-83000	Material & Supplies	OFFICE SUPPLIES, FOOD	118.96
		06-84300	Training & Membershi	GREENWOOD SWAT CONFERENCE	300.00
		06-83000	Material & Supplies	SUPPLIES	82.35
	TRANSUNION RISK AND ALTERNAT	06-84000	Equipment Maintenanc	ACCESS TO SEARCH DATABASE	100.00
	VISA	06-83000	Material & Supplies	NOTARY SEAL	89.00
	PETROLEUM TRADERS CORPORATIO	06-84900	Fuel	FUEL STATION	5,520.75
	ASPEN BUILDING SERVICES OF O	06-85000	Janitorial Services	CLEANING SERVICES	1,300.00
	ImageNet Consulting, LLC	06-83000	Material & Supplies	PRINTING FEES	202.20
	AT&T 287288038708	06-84700	Telephone	FIRST NET POLICE	878.49
	VIGILANT SOLUTIONS LLC	06-84000	Equipment Maintenanc	ESA BASIC RENEWAL	1,404.00
	AT&T 831-001-0000 521	06-84700	Telephone	MONTHLY CHARGES	361.59
	OFFICE DEPOT 35315277	06-83000	Material & Supplies	PRINTER PAPER	73.64
	OG&E	06-84950	EV Charging	MONTHLY CHARGES	114.02
	ONG	06-84800	Utilities	MONTHLY CHARGES	61.17
	OREILLY AUTOMOTIVE STORES IN	06-84100	Vehicle Maintenance	WSAHER FLUID	27.16
		06-84100	Vehicle Maintenance	HEAD LIGHT BULD	21.77
				TOTAL:	14,007.65
Fire Department	VALVOLINE OIL CHANGE	07-84100	Vehicle Maintenance	OIL CHANGE 35	88.62
	WAL-MART #9502	07-83000	Material & Supplies	STATION SUPPLIES	427.91
		07-83000	Material & Supplies	SUPPLIES	132.42
		07-83000	Material & Supplies	SUPPLIES	57.76
		07-83000	Material & Supplies	SUPPLIES	30.32
	BATTERIES PLUS #093	07-84000	Equipment Maintenanc	FLASHLIGHT BATTERY	15.95
	EMSA	07-85200	EMSA Subsidy	AUGUST 2025 SUBSIDY	2,623.29
	HENRY SCHEIN INC	07-83000	Material & Supplies	MEDICAL GLOVES	377.60
	VISA	07-84300	Training & Membershi	FMAO CONFERENCE	200.00
		07-84300	Training & Membershi	FMAO CONF ROOM	296.64

FUND: General Fund

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
	VISA	07-84300	Training & Membershi	EFO LODGING	294.00
		07-84300	Training & Membershi	CPR SUPPLIES	333.06
		07-83000	Material & Supplies	STATION SUPPLIES	177.67
		07-83000	Material & Supplies	STATION SUPPLIES	74.49
		07-83000	Material & Supplies	REFUND ON ORDER	74.49-
		07-84300	Training & Membershi	INSTRUCTOR PREP CLASS	39.06
		07-83000	Material & Supplies	BATTERY CHARGER	169.99
		07-83000	Material & Supplies	STATION SUPPLIES	248.81
	MARK LEY	07-84300	Training & Membershi	TRAVEL CLAIM CLASS	25.46
	PETROLEUM TRADERS CORPORATIO	07-84900	Fuel	FUEL STATION	755.46
		07-84900	Fuel	FUEL DIESEL	765.30
	ImageNet Consulting, LLC	07-84000	Equipment Maintenanc	FD COPY MACHINE	24.63
	CITY CARBONIC LLC	07-84000	Equipment Maintenanc	HYDROSTATIC TESTING	274.60
		07-83000	Material & Supplies	O2 BOTTLE HYDRO	17.00
	AT&T 287288038669	07-84700	Telephone	FIRST NET FIRE	184.72
	AT&T 831-001-0000 521	07-84700	Telephone	MONTHLY CHARGES	180.79
	CHET BIESIADA	07-84300	Training & Membershi	A-EMT	99.00
	VISA	07-83000	Material & Supplies	CHALLENGE COINS	800.00
	FASTSPRING	07-84300	Training & Membershi	BLUECARD SOFTWARE	1,875.00
	FRANK E VALLEY SR	07-83000	Material & Supplies	LOCKER PLATES	250.00
	EASTERN OKLAHOMA COUNTY TECH	07-84300	Training & Membershi	SANDERSON P-EMT TUITION	2,716.00
	OG&E	07-84800	Utilities	MONTHLY CHARGES	52.12
	ONG	07-84800	Utilities	MONTHLY CHARGES	61.17
	OREILLY AUTOMOTIVE STORES IN	07-83000	Material & Supplies	E33 DEF	19.98
	KENNY REYES	07-84300	Training & Membershi	TC: EFO	79.03
				TOTAL:	13,693.36
City Engineer	SMITH ROBERTS BALDISCHWILER	08-86075	Engineering Fees		24,704.56
				TOTAL:	24,704.56
Street Department	TRAVIS VOICE & DATA	09-84700	Telephone	MONTHLY CHARGES	25.98
	VALVOLINE OIL CHANGE	09-84100	Vehicle Maintenance	UNIT 22-17	85.71
	WESTLAKE HARDWARE	09-83000	Material & Supplies	ACE	19.98
	TRAFFIC LOGIX	09-84000	Equipment Maintenanc	EQUIPMENT	10,990.00
	NORTHERN SAFETY & INDUSTRIAL	09-83000	Material & Supplies	SAFETY	271.07
		09-83500	Safety Supplies	SAFETY SUPPLIES	31.35
	US FLEET TRACKING	09-84100	Vehicle Maintenance	VEHICLE TRACKER	149.75
	VISA	09-83000	Material & Supplies	PARTS	115.57
	SHERWIN-WILLIAMS CO	09-83000	Material & Supplies	SUPPLIES	28.77
	PETROLEUM TRADERS CORPORATIO	09-84900	Fuel	FUEL STATION	1,458.87
		09-84900	Fuel	FUEL DIESEL	573.39
	CINTAS CORP. #064	09-81100	Uniform Allowance	PUBLIC WORKS UNIFORMS	457.36
	CRAFCO INC	09-83000	Material & Supplies	COLD PATCH	105.00
	DAVIS SUPPLY	09-83300	Minor Tools	TOOLS	69.32
	VISA	09-83000	Material & Supplies	DECALS	109.00
		09-83000	Material & Supplies	TRASH CANS	140.68
	WEX BANK	09-84900	Fuel	FUEL	82.56
	BRONCO EQUIPMENT RENTAL & SA	09-84600	Lease/Rental	STREETS	198.41
	DOLESE BROS CO	09-83000	Material & Supplies	MATERIALS	690.00
	GELLCO CLOTHING & SHOES INC	09-83500	Safety Supplies	SAFETY	150.00
	HASKELL LEMON CONSTRUCTION	09-83000	Material & Supplies	SUPPLIES	177.60
	HOME DEPOT	09-83000	Material & Supplies	SUPPLIES	59.48
		09-83000	Material & Supplies	SUPPLIES	83.30
		09-83000	Material & Supplies	TRASH CAN	176.83

FUND: General Fund

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
		09-83000	Material & Supplies	STREETS	129.66
	J & E SUPPLY CO INC	09-83000	Material & Supplies	TOOLS	103.51
	LUTHER SIGN CO	09-83000	Material & Supplies	SIGNS	208.67
		09-83000	Material & Supplies	NO PARKING SIGN	232.36
	OG&E	09-84800	Utilities	MONTHLY CHARGES	100.44
		09-85500	Street Lighting	MONTHLY CHARGES	7,947.32
		09-85500	Street Lighting	MONTHLY CHARGES	30.74
		09-85500	Street Lighting	MONTHLY CHARGES	33.10
		09-85500	Street Lighting	MONTHLY CHARGES	31.84
		09-85500	Street Lighting	MONTHLY CHARGES	30.30
		09-85500	Street Lighting	MONTHLY CHARGES	29.60
		09-85500	Street Lighting	MONTHLY CHARGES	30.18
		09-85500	Street Lighting	MONTHLY CHARGES	29.73
	ONG	09-84800	Utilities	MONTHLY CHARGES	32.42
	PETROLEUM MARKETERS EQUIPMEN	09-84100	Vehicle Maintenance	VEHICLE MAINTENANCE	413.00
	SMITH FARM & GARDEN	09-83000	Material & Supplies	POLE SAW	161.44
		09-83000	Material & Supplies	POLE SAW	200.29
				TOTAL:	25,994.58
Sanitation	WAL-MART #9502	10-83000	Material & Supplies	PW	139.60
	CITY OF MIDWEST CITY	10-85800	Landfill Disposal	HAZARDOUS WASTE JULY 24	610.00
	NORTHERN SAFETY & INDUSTRIAL	10-83000	Material & Supplies	SAFETY	190.95
		10-83000	Material & Supplies	SAFETY	44.90
		10-83500	Safety Supplies	SAFETY SUPPLIES	31.35
	US FLEET TRACKING	10-84100	Vehicle Maintenance	VEHICLE TRACKER	89.85
	COMMERCIAL LUBRICATORS INC	10-84100	Vehicle Maintenance	HYDROLICE FLUID	764.23
	PETROLEUM TRADERS CORPORATIO	10-84900	Fuel	FUEL DIESEL	737.13
	CINTAS CORP. #064	10-81100	Uniform Allowance	PUBLIC WORKS UNIFORMS	776.56
	VISA	10-83700	Misc. Supplies	DECALS	109.00
		10-83000	Material & Supplies	TRASH CANS	140.68
	WEX BANK	10-84900	Fuel	CNG	77.10
		10-84900	Fuel	CNG	137.21
		10-84900	Fuel	CNG	109.72
		10-84900	Fuel	CNG	102.58
		10-84900	Fuel	CNG	96.11
		10-84900	Fuel	CNG	100.13
		10-84900	Fuel	CNG GAS	63.28
		10-84900	Fuel	CNG	93.55
		10-84900	Fuel	CNG	107.39
		10-84900	Fuel	CNG FUEL	127.61
		10-84900	Fuel	CNG FUEL	106.55
		10-84900	Fuel	CNG FUEL	124.82
		10-84900	Fuel	FUEL	100.08
		10-84900	Fuel	ACTIVATION FEE	50.00
	REPUBLIC SERVICES	10-85800	Landfill Disposal	COMMERCIAL GARBAGE AUGUST	75.72
		10-85825	Commercial Garbage D	COMMERCIAL GARBAGE AUGUST	11,156.76
	SOUTHEAST LANDFILL - 4061	10-85800	Landfill Disposal	AUGUST 2024	4,154.55
	OG&E	10-84800	Utilities	MONTHLY CHARGES	100.44
	ONG	10-84800	Utilities	MONTHLY CHARGES	32.42
	OREILLY AUTOMOTIVE STORES IN	10-84100	Vehicle Maintenance	SANITATION	84.90
				TOTAL:	20,635.17
Parks Department	BLUE HOUSE URBAN FARM LLC	11-85700	Parks Maintenance	BUTTERFLY GARDEN	320.00
	DOLESE BROS CO	11-85700	Parks Maintenance	MATERIALS	1,270.50

FUND: General Fund

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
	IRRIGATION STATION	11-85700	Parks Maintenance	PARTS	27.85
		11-85700	Parks Maintenance	SUPPLIES	89.87
		11-85700	Parks Maintenance	PARTS	19.48
		11-85700	Parks Maintenance	PARTS	4.91
	NORTHWEST LAWN MAINTENANCE I	11-85900	Park Maintenance Con	PARK MAINTENANCE	17,621.00
	OG&E	11-84800	Utilities	MONTHLY CHARGES	429.49
			TOTAL:		19,783.10
Public Works Admin	SUMMIT BUSINESS SYSTEM INC	12-84000	Equipment Maintenanc	EQUIPMENT MAINTENANCE	317.65
	TRAVIS VOICE & DATA	12-84700	Telephone	MONTHLY CHARGES	69.29
	WAL-MART #9502	12-84300	Training & Membershi	PW	79.94
	VISA	12-84200	Building Maintenance	EQUIPMENT	191.10
		12-84300	Training & Membershi	TRAINING	121.79
		12-84300	Training & Membershi	SOFTWARE	239.88
		12-84300	Training & Membershi	MEETING	65.73
	TERMINIX PROCESSING CENTER	12-84200	Building Maintenance	PEST CONTROL	54.00
	NORTHWIND HEAT & AIR	12-84200	Building Maintenance	MAINTENANCE	264.00
	PETROLEUM TRADERS CORPORATIO	12-84900	Fuel	FUEL STATION	133.13
	WIRING SOLUTIONS	12-84200	Building Maintenance	TO CORRECT VENDOR	95.00
		12-84200	Building Maintenance	SERVICE	95.00
	ASPEN BUILDING SERVICES OF O	12-85000	Janitorial Services	CLEANING SERVICES	800.00
	VISA	12-84300	Training & Membershi	HOMELAND	60.96
		12-84900	Fuel	CODE TEST	305.00
		12-84200	Building Maintenance	AMAZON	200.52
		12-84200	Building Maintenance	AMAZON	89.84
		12-84200	Building Maintenance	AMAZON	56.99
	DENNIS ALBERT	12-84950	EV Charging	HOME CHARGING AUGUST	60.00
	RAPIDFIRE	12-84200	Building Maintenance	SERVICE	95.00
	INTERSTATE BATTERY SUPPLY	12-84100	Vehicle Maintenance	BATTERY	120.97
	OG&E	12-84800	Utilities	MONTHLY CHARGES	100.47
	ONG	12-84800	Utilities	MONTHLY CHARGES	32.43
	OREILLY AUTOMOTIVE STORES IN	12-84250	Fueling Station Main	ABSORBENT	143.88
			TOTAL:		3,602.57
General Government	SUMMIT BUSINESS SYSTEM INC	13-83000	Material & Supplies	MAINTENANCE CONTRACT	592.44
	WAL-MART #9502	13-83000	Material & Supplies	WALMART	79.60
		13-87000	Misc. Expenses	FEE CHARGES	1.55
	RITE WAY SHREDDING	13-87000	Misc. Expenses	SHREDDING AUGUST 2024	114.75
	VISA	13-83000	Material & Supplies	AMZON	71.99
		13-83000	Material & Supplies	ZORO	134.23
		13-83000	Material & Supplies	AMAZON	71.88
		13-87000	Misc. Expenses	AMAZON	16.99
		13-87000	Misc. Expenses	AMAZON	31.50
		13-87000	Misc. Expenses	SPARK	710.00
		13-83000	Material & Supplies	AMAZON	32.61
	TERMINIX PROCESSING CENTER	13-84200	Building Maintenance	PEST CONTROL CYITY HALL	54.00
		13-84200	Building Maintenance	PEST CONTROL CYITY HALL	114.00
	ASPEN BUILDING SERVICES OF O	13-85000	Janitorial Services	CLEANING SERVICES	1,400.00
	PETTY CASH	13-87000	Misc. Expenses	VOYLES SERVICE AWARD	300.00
		13-87000	Misc. Expenses	AUGUST RECEIPTS	150.00
		13-87000	Misc. Expenses	BRADSHAW 30 YRS SERVICE AW	1,000.00
	VISA	13-83000	Material & Supplies	BIRTHDAY CELEBRATION	62.72
	OCD SPECIALISTS LLC	13-87000	Misc. Expenses	DISINFECTION	1,360.00
	AT&T 831-001-0000 521	13-84700	Telephone	MONTHLY CHARGES	45.19

FUND: General Fund

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
	TOTAL WELLNESS LLC	13-87000	Misc. Expenses	TOTAL WELLNESS LLC	5,025.00-
		13-87000	Misc. Expenses	HEALTH SCREENS	5,025.00
	CRAWFORD & ASSOCIATES PC	13-86400	Auditing Fees	PROFESSIONAL SERVICES	562.50
	EUREKA WATER CO	13-83000	Material & Supplies	TANK RENTAL	22.49
		13-83000	Material & Supplies	5 GAL WATER	158.40
		13-83000	Material & Supplies	5 GAL WATER	165.60
	FRIDAY	13-86300	Publications	NOTICES AND PUBLICATIONS	81.10
		13-86300	Publications	NOTICES AND PUBLICATIONS	1,381.05
	JOURNAL RECORD PUBLISHING CO	13-86300	Publications	NOTICES AND PUBLICATIONS	59.70
		13-86300	Publications	NOTICES AND PUBLICATIONS	13.35
		13-86300	Publications	NOTICES AND PUBLICATIONS	107.25
		13-86300	Publications	NOTICES AND PUBLICATIONS	109.35
		13-86300	Publications	NOTICES AND PUBLICATIONS	78.88
	QUADIENT INC	13-84600	Lease/Rental	POSTAGE METER RENTAL	150.00
	OG&E	13-84800	Utilities	MONTHLY CHARGES	98.24
	OMAG	13-86100	Liability Insurance/	GEN LIAB 2ND INST 24-25	31,315.50
		13-86100	Liability Insurance/	POLLUTION POLIY	630.00
		13-86100	Liability Insurance/	PROPERTY 2ND INST 24-25	28,032.00
	ONG	13-84800	Utilities	MONTHLY CHARGES	52.62
		13-84800	Utilities	MONTHLY CHARGES	61.19
				TOTAL:	69,422.67
Code Department	TRAVIS VOICE & DATA	14-84700	Telephone	MONTHLY CHARGES	51.98
	VALVOLINE OIL CHANGE	14-84100	Vehicle Maintenance	OIL CHANGE	131.46
	NORTHERN SAFETY & INDUSTRIAL	14-83500	Safety Supplies	SAFETY SUPPLIES	31.35
	US FLEET TRACKING	14-84100	Vehicle Maintenance	VEHICLE TRACKER	149.75
	PETROLEUM TRADERS CORPORATIO	14-84900	Fuel	FUEL STATION	955.58
	CINTAS CORP. #064	14-81100	Uniform Rental	PUBLIC WORKS UNIFORMS	535.36
	VISA	14-83000	Material & Supplies	LICENSE CARD STOCK	274.49
	AT&T 287307218639	14-84700	Telephone	FIRST NET PUBLIC WOR	93.54
	VISA	14-84300	Training & Membershi	ELECTRICAL EXAM	299.00
		14-85300	Animal Welfare	ANIMAL WELFARE	2,145.01
		14-84100	Vehicle Maintenance	CODE	169.99
		14-84300	Training & Membershi	ANIMAL WELFARE	180.54
	T-MOBILE USA INC	14-84100	Vehicle Maintenance	TRACKER GPS	14.00
	HOME DEPOT	14-83000	Material & Supplies	SPRAY	21.88
	OG&E	14-84800	Utilities	MONTHLY CHARGES	100.44
	ONG	14-84800	Utilities	MONTHLY CHARGES	32.43
				TOTAL:	5,186.80
Risk Manager	WAL-MART #9502	15-84300	Training & Membershi	SAFETY MEETING	9.47
	VISA	15-84300	Training & Membershi	DUNKIN DONUTS	43.41
		15-83000	Material & Supplies	IGLOO	114.96
		15-83000	Material & Supplies	ACS STOP THE BLEED	138.22
		15-84700	Telephone	AMAZON	46.00
		15-83000	Material & Supplies	AMAZON	227.98
		15-83000	Material & Supplies	AMAZON	28.77
	PETROLEUM TRADERS CORPORATIO	15-84900	Fuel	FUEL STATION	179.03
	AT&T 831-001-0000 521	15-84700	Telephone	MONTHLY CHARGES	45.20
				TOTAL:	833.04
Information Systems Mg	COX COMMUNICATIONS	16-84600	Lease/Rental	PUBLIC WORKS INTERNET	267.00
		16-84600	Lease/Rental	CITY HALL INTERNET	1,146.99
	TANGENT	16-84000	Equipment Maintenanc	EMAIL ARCHIVE RENEWAL	3,025.00

FUND: General Fund

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
	DIGI SECURITY SYSTEMS, LLC	16-84000	Equipment Maintenanc	SUPPORT CHARGE	98.00
	VISA	16-84000	Equipment Maintenanc	GOOGLE DEVELOPER ACC	25.00
		16-84000	Equipment Maintenanc	NEW DISPATCH MONITORS	279.98
		16-84000	Equipment Maintenanc	DOMAIN REGISTRATION	274.90
		16-84000	Equipment Maintenanc	IT EQUIPMENT	142.86
		16-84000	Equipment Maintenanc	IT EQUIPMENT	153.80
	DAVENPORT GROUP	16-84000	Equipment Maintenanc	VMWARE RENEWAL SUBSCRIPTI	31,712.00
	ARCHIVESOCIAL	16-84000	Equipment Maintenanc	ARCHIVESOCIAL RENEWAL	2,507.40
	AT&T 831-001-0000 521	16-84700	Telephone	MONTHLY CHARGES	45.20
				TOTAL:	39,678.13

FUND: Designated Funds-Pol

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
Police Department	VISA	06-83000	Material & Supplies	OFFICE SUPPLIES, FOOD	87.38
		06-83000	Material & Supplies	OFFICE SUPPLIES, FOOD	115.01
	VIGILANT SOLUTIONS LLC	06-83000	Material & Supplies	LPR CAMERA	5,320.00
				TOTAL:	5,522.39

FUND: Municipal Authority

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	MISC VENDOR	STUMP, MATTH 00-34150	Utility Refunds	01-00116-01	17.57
				TOTAL:	17.57
Municipal Authority	TECH-LOCK	12-83000	Materials & Supplies	LOCK REPAIR	240.00
	TRAVIS VOICE & DATA	12-84700	Telephone	MONTHLY CHARGES	25.98
	VALVOLINE OIL CHANGE	12-84100	Vehicle Maintenance	OIL CHANGE	162.34
	WESTLAKE HARDWARE	12-83000	Materials & Supplies	SUPPLIES	140.87
		12-83000	Materials & Supplies	PARTS	3.59
		12-83000	Materials & Supplies	SUPPLIES	23.98
	TPSI	12-84950	Printing & Processin	UTILITY LATE NOTICES	107.53
	ACCURATE ENVIRONMENT	12-84550	Water Quality Testin	WATER TESTING	120.00
		12-83400	Lab Chemicals	CHEMICALS	67.55
	NORTHERN SAFETY & INDUSTRIAL	12-83500	Safety Supplies	SAFETY SUPPLIES	31.36
	HOW RUBBER INC	12-83000	Materials & Supplies		389.66
	US FLEET TRACKING	12-84100	Vehicle Maintenance	VEHICLE TRACKER	269.55
	VISA	12-84300	Training & Membershi	MEETING	175.26
	PETROLEUM TRADERS CORPORATIO	12-84900	Fuel	FUEL STATION	2,198.29
		12-84900	Fuel	FUEL DIESEL	1,792.44
	CINTAS CORP. #064	12-81100	Uniform Rental	PUBLIC WORKS UNIFORMS	727.04
	CITY OF OKLAHOMA CITY	12-87700	OKC Sewer Charges	MONTHLY CHARGES	71,882.08
	CORE & MAIN LP	12-83000	Materials & Supplies	SUPPLIES	316.74
	DPM GROUP LLC	12-83200	Office Supplies	DOOR HANGERS	576.52
	AT&T 831-001-0000 521	12-84700	Telephone	MONTHLY CHARGES	45.20
	AT&T 287307218639	12-84700	Telephone	FIRST NET PUBLIC WOR	1,167.16
	DAVIS SUPPLY	12-83000	Materials & Supplies	SUPPLIES	42.26
		12-83300	Minor Tools	TOOLS	69.32
		12-83000	Materials & Supplies	PARTS	34.70
	MADISON TURF FARMS LLC	12-83000	Materials & Supplies	SOD	68.00
		12-83000	Materials & Supplies	SOD	41.00
	PRAIRIE DIRT SOLUTIONS	12-83000	Materials & Supplies	TOPSOIL	342.00
	VISA	12-83000	Materials & Supplies	DECALS	327.00
		12-84100	Vehicle Maintenance	LIGHT PROGRAM	700.00
	TREE SERVICES OK BY MARK BIS	12-84500	Well Maintenance	TREE SERVICE	900.00
	T-MOBILE USA INC	12-84100	Vehicle Maintenance	TRACKER GPS	28.00
	ON THE FENCE OKC LLC	12-84500	Well Maintenance	MAINTENANCE	17,546.78
	CRAWFORD & ASSOCIATES PC	12-86400	Auditing Fees	PROFESSIONAL SERVICES	562.50
	GELLCO CLOTHING & SHOES INC	12-83500	Safety Supplies	BOOTS	143.95
	HOME DEPOT	12-83000	Materials & Supplies	SUPPLIES	265.66
		12-83000	Materials & Supplies	SUPPLIES	189.93
		12-83000	Materials & Supplies	NHMA	163.95
	IRRIGATION STATION	12-83000	Materials & Supplies	SUPPLIES	38.06
		12-83000	Materials & Supplies	SUPPLIES	88.25
	OG&E	12-84800	Utilities	MONTHLY CHARGES	100.44
		12-84800	Utilities	MONTHLY CHARGES	2,837.95
		12-84800	Utilities	MONTHLY CHARGES	1,767.44
		12-84800	Utilities	MONTHLY CHARGES	21,889.86
		12-84800	Utilities	MONTHLY CHARGES	1,569.76
		12-84800	Utilities	MONTHLY CHARGES	1,722.20
	OK CONTRACTORS SUPPLY	12-83000	Materials & Supplies	PARTS	340.00
		12-83000	Materials & Supplies	PARTS	500.00
	ONG	12-84800	Utilities	MONTHLY CHARGES	179.08
		12-84800	Utilities	MONTHLY CHARGES	174.40
		12-84800	Utilities	MONTHLY CHARGES	177.74
		12-84800	Utilities	MONTHLY CHARGES	45.71

FUND: Municipal Authority

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
		12-84800	Utilities	MONTHLY CHARGES	32.43
	OREILLY AUTOMOTIVE STORES IN	12-83000	Materials & Supplies	PARTS	144.68
		12-84100	Vehicle Maintenance	LIGHT BULB	4.20
	PETROLEUM MARKETERS EQUIPMEN	12-84100	Vehicle Maintenance	VEHICLE MAINTENANCE	413.00
				TOTAL:	<u>133,913.39</u>

FUND: General Fund - CIP

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
Fire Department	STEPHENS TRUCK CENTER, LLC	07-88500	Capital Imp-Equipmen	CIP EV FIRE BLANKET	<u>1,350.00</u>
				TOTAL:	<u>1,350.00</u>

FUND: Health Insurance Fun

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
General Government	TOTAL WELLNESS LLC	13-80520	Health Insurance Cla	HEALTH SCREENS	5,025.00
			TOTAL:		5,025.00

FUND: General Obligation B

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
2021 GO Bond	SMITH ROBERTS BALDISCHWILER VISA	91-98550	Water Projects	WC-2101 Water Treatment	8,666.90
		91-99800	Other Expense paid f	POLE	1,677.00
		91-99800	Other Expense paid f	MATERIAL	1,460.00
	LANDMARK CONSTRUCTION GROUP,	91-98550	Water Projects	WC-2101 WATER TREATMENT	155,109.17
				TOTAL:	166,913.07
2022 GO Bond	SMITH ROBERTS BALDISCHWILER	92-99800	Expenses paid from I	MISC GO BOND EXPENSE	1,170.00
		92-97550	Paving Projects	PC-2301 RANDEL PAVING	2,758.07
	ECS SOUTHWEST LLP	92-98550	Water Projects	WC-2101 TESTING	1,325.50
				TOTAL:	5,253.57
2023 GO BOND	SMITH ROBERTS BALDISCHWILER	93-97550	Paving Projects	PC-2401 6600-6800 E GRAND	13,074.99
		93-97550	Paving Projects	PC-2302 ENGINEERING	5,550.86
	DA ENGINEERING LLC	93-96550	Public Works Facilit	ENGINEERING	5,000.00
	RUDY CONSTRUCTION CO.	93-97550	Paving Projects	PC-2301 RANDEL ROAD	229,901.11
		93-97550	Paving Projects	PC-2302 PAVING	236,841.17
				TOTAL:	490,368.13
2024 GO BOND	SMITH ROBERTS BALDISCHWILER	94-97550	PAVING PROJECTS	PC-2403 ENGINEERING	9,114.12
		94-97550	PAVING PROJECTS	PC-2402	14,276.93
				TOTAL:	23,391.05

===== FUND TOTALS =====		
01	General Fund	265,375.61
04	Designated Funds-Police	5,522.39
06	Municipal Authority	133,930.96
07	General Fund - CIP	1,350.00
18	Health Insurance Fund	5,025.00
80	General Obligation Bonds	685,925.82

	GRAND TOTAL:	1,097,129.78

TOTAL PAGES: 12

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-City of Nichols Hills
VENDOR: Exclude: 01-1012, 01-1090, 01-1095, 01-1130, 01-1398, 01-1433, 01-1845, 01-1958, 01-1968, 01-2006
CLASSIFICATION: All
BANK CODE: Exclude: PY
ITEM DATE: 8/01/2024 THRU 8/31/2024
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 0/00/0000 THRU 99/99/9999

PAYROLL SELECTION

PAYROLL EXPENSES: NO
EXPENSE TYPE: N/A
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: None
SEQUENCE: By Department
DESCRIPTION: Distribution
GL ACCTS: YES
REPORT TITLE: C L A I M S L I S T
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

NICHOLS HILLS MUNICIPAL COURT Page: 1
 Report For August 1, 2024 Thru August 31, 2024 FILEDST

Violations by Filed Date...

Police Department	175	
MUNICIPAL COURT	24	
Code Enforcement	4	
TRANSFERRED OUT	0	
Total Filed Violations		203

Completed Cases...

Paid Fine...

Police Department	91	
MUNICIPAL COURT	2	
Code Enforcement	0	
TRANSFERRED OUT	0	
Total Paid Fines		93

Before Judge...

Police Department	1	
MUNICIPAL COURT	0	
Code Enforcement	0	
TRANSFERRED OUT	0	
Total Before Judge		1

Total Completed		94
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Other Completed...

Dismissed - had Insurance

Police Department	2	
MUNICIPAL COURT	0	
Code Enforcement	0	
TRANSFERRED OUT	0	
Total		2

Dismissed by Judge

Police Department	4	
MUNICIPAL COURT	0	
Code Enforcement	0	
TRANSFERRED OUT	0	
Total		4

Dismissed - COMPLIANCE

Police Department	16	
MUNICIPAL COURT	0	
Code Enforcement	0	
TRANSFERRED OUT	0	
Total		16

Dismissed by Prosecutor

NICHOLS HILLS MUNICIPAL COURT

Page: 2

Report For August 1, 2024 Thru August 31, 2024 FILEDST

Police Department	0	
MUNICIPAL COURT	1	
Code Enforcement	0	
TRANSFERRED OUT	0	
Total		1

Voided Docket

Police Department	1	
MUNICIPAL COURT	3	
Code Enforcement	1	
TRANSFERRED OUT	0	
Total		5

WARNING TICKET

Police Department	3	
MUNICIPAL COURT	0	
Code Enforcement	0	
TRANSFERRED OUT	0	
Total		3

Total Other Completed 31

Grand Total Completed 125

Net Difference Filed/Complete 78

Warrants...

Issued...

Police Department	69	
MUNICIPAL COURT	23	
Code Enforcement	0	
TRANSFERRED OUT	0	
Total Violations		92
Total Warrants Issued		92

Cleared...

Police Department	35	
MUNICIPAL COURT	9	
Code Enforcement	0	
TRANSFERRED OUT	1	
Total Violations		45
Total Warrants Cleared		47

Change in Total Warrants 45

FINE FINE	\$10,831.00
CLEET7 CLEET STATE OF OK. 2017	\$766.67
AFIS17 AFIS 2017	\$766.67
FS17 FORENSIC SCIENCE 2017	\$766.66
LATE LATE FEE	\$240.00
AMS COLLECTION AGENCY	\$504.50

NICHOLS HILLS MUNICIPAL COURT
Report For August 1, 2024 Thru August 31, 2024 FILEDST

Page: 3

FTA FAILURE TO APPEAR	\$920.00
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Total Fees/Fines Paid	\$14,795.50
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Nichols Hills Fire Department
September 2024 Monthly Report

We started off the month with Deputy Chief Mays assisting Edmond Fire Department as an evaluator during a two-day Fire Lieutenant promotional assessment testing. Lt. Colton Sanderson, Driver Josh Gray, and I taught a CPR course for Christ the King Mother's Day Out personnel. Training Officer Kenny Reyes instructed a Stop the Bleed class for public works personnel. The department's Standard Operating Guidelines manual update was completed and disbursed to all members. Lt. Colton Sanderson passed his National Registry testing and received his paramedic license. We are very proud of Colton and his accomplishments at the department.

The Fire Department responded to 61 incidents in the month of August.

- | | |
|----------------------------|-------------------|
| • Fires – 0 | Ward 1 – 31% |
| • EMS – 24 | Ward 2 – 30% |
| • Hazardous Conditions – 2 | Ward 3 – 28% |
| • Service Calls – 15 | The Village – 10% |
| • False Calls – 20 | OKC – 1% |

August was a steady month for training at the fire department. We started the month with another day at an acquired structure where we were able to get some realistic training in a structure that was set for demo. We hosted two OSU-FST classes, Leadership for Small Departments: Tactics and EMS Instructor Bridge / Update, where firefighters from different areas of the state came to take these classes. Firefighters Biesiada, Balch, and Morrison began their Advanced EMT class through EOC Tech. D/O Ley and I completed our Blue Card re-certifications. T/O Reyes attended his final Executive Fire Officer class at Lake Murray and is set to graduate on September 26, 2024. Deputy Chief Mays and I attended Central Oklahoma Emergency Managers workshop at Devon Energy and I also attended the

Fire Marshals Association of Oklahoma annual conference. All members reviewed the department SOG's after the update was finalized. Scheduled EMS training this month covered trauma, airway, and cardiac emergencies as well as EMS operations. Shift officers continue working on their Managing a Fire Company online modules along with Vector Solutions online officer training assignments. Crews continue working with our new drivers on driving and pump training skills. Crews also took several pre-plan walks through local businesses. Quarterly NIOSH report review of a firefighter Line of Duty Deaths was covered with the blue shift. Shift level training covered various fire and EMS topics and skills throughout the month.

Fire Chief

Kevin Boydston

DEPARTMENT OF ENVIRONMENTAL QUALITY

MONTHLY OPERATIONAL REPORT GROUND WATER SYSTEMS

City of Nichols Hills
SYSTEM NAME

1009 N.W. 75th street
ADDRESS

Nichols Hills
CITY

OK
STATE

73116
ZIP

PWS ID 2005501

POPULATION SERVED 4020

MONTH July 21 2024 Thru Aug : 20 2024

DATE	WATER PUMPED 1,000 GALLONS PER DAY	CHEMICALS USED						NO. WELLS IN SYSTEM 23						TOTAL ALK.	Ph	STAB- ILITY	Fluoride	
		CHLORINE AND RESIDUALS						NO. WELLS IN USE	TOTAL HOURS IN USE	STATIC LEVEL		PUMPING LEVEL						
		SERIES 1			SERIES 2					WELL NO.	FT.	WELL NO.						
		lbs	PLT	DIST	PLT	DIST												
21	2,450,982	5	0.48	0.33	0.41	0.48	12	283.1						99	8.32	-2	0.058	
22	2,373,924	5	0.30	0.38	0.20	0.23	12	276.2										
23	2,242,080	5	0.22	0.21	0.30	0.70	11	264.0										
24	2,499,780	5	0.21	0.28	0.21	0.46	12	287.8										
25	2,501,280	5	0.22	0.42	0.26	0.28	12	288.0										
26	2,477,459	5	0.38	0.21	0.24	0.27	12	285.4										
27	2,336,274	5	0.28	0.51	0.71	0.51	12	272.0										
28	2,099,280	5	0.50	0.81	0.76	0.81	11	250.0										
29	2,501,280	5	0.26	0.35	0.38	0.49	12	288.0										
30	2,256,240	5	0.30	0.23	0.25	0.52	11	264.0										
31	2,358,480	5	0.21	0.36	0.35	0.54	12	274.0										
1	2,254,324	5	0.27	0.31	0.24	0.57	11	263.8										
2	2,256,480	5	0.20	0.32	0.25	0.73	11	264.0										
3	2,226,480	5	0.40	0.28	0.34	0.40	11	260.0										
4	2,233,980	5	0.28	0.22	0.27	0.28	11	261.0										
5	2,107,290	5	0.25	0.22	0.21	0.65	11	250.1										
6	1,997,280	5	0.35	0.33	0.35	0.39	10	240.0										
7	1,929,780	5	0.29	0.39	0.25	0.29	10	231.7										
8	1,921,920	5	0.22	0.31	0.20	0.52	10	240.3										
9	1,989,000	5	0.29	0.30	0.26	0.29	10	239.0										
10	1,809,480	5	0.68	0.74	0.33	0.53	9	214.0										
11	1,824,480	5	0.58	0.69	0.34	0.78	9	203.0										
12	1,523,324	5	0.50	0.71	0.22	0.41	10	183.8										
13	1,422,140	5	0.29	0.37	0.42	0.37	9	181.8										
14	1,859,013	5	0.36	0.26	0.28	0.62	10	227.1										
15	1,780,200	5	0.20	0.31	0.21	0.20	10	209.6										
16	1,987,600	5	0.38	0.44	0.29	0.59	10	238.5										
17	1,788,135	5	0.32	0.28	0.25	0.52	10	220.4										
18	1,997,280	5	0.31	0.22	0.26	0.51	10	240.0										
19	1,864,477	5	0.31	0.20	0.25	0.73	10	222.9										
20	1,974,780	5	0.36	0.24	0.30	0.56	10	231.2										
TOTAL	64,844,502	155					331	7654.4										
AVG.	2,091,758	5					11											

POWER COST \$32,591.79
LABOR COST \$10,776.36
CHEMICAL COST \$494.70
REPAIR COST \$0.00
WATER COST \$0.00
TOTAL COST \$43,862.85
COST/MILLION GAL. \$676.43

BACT SAMPLES SUBMITTED DURING THE MO.

(1) NUMBER SAFE 4
(2) NUMBER UNSAFE 0
(3) NUMBER CHECK SAMPLES 4

I hereby certify the above to be correct
to the best of my knowledge.

Signed

Benjamin Canady

Title Chief Well Operator

Mail original before the 10th of the following month to:
Department of Environmental Quality
Water Quality Division
PO Box 1677
Oklahoma City, OK 73101-1677



WATER PUMPED
Aug-24



WELL	Arsenic ppb	G.P.M.	Gallons Pumped	Electrical Cost Per Thousand Gallons
5	0.50	124	5,184,625	\$0.30
8	0.50	111	4,656,228	\$0.41
10	6.00	120	4,519,200	\$1.02
12	0.50	155	6,684,746	\$0.26
14	0.50	180	1,147,500	\$0.34
15	0.50	125	5,208,125	\$0.44
17	0.50	188	7,465,119	\$0.21
18	0.50	138	5,906,952	\$0.28
21	0.50	110	4,727,910	\$0.43
23	0.50	185	7,587,720	\$0.35
25	0.50	138	5,944,902	\$0.26
Total			59,033,027	

Blended arsneic level 0.92 ppb
Energy costs per 1000 gals \$0.00
Contractor Usage

153,600

WATER PUMPED
LAST FIVE YEARS:

Aug-23	69,316,766
Aug-22	22,022,453
Aug-21	48,251,331
Aug-20	59,672,416
Aug-19	58,349,830

Benjamin Canady
Water Well Operator



***PUBLIC WORKS
LINE MAINTENANCE REPORT
2023***



Water Main Breaks/Water leak repairs

Sewer Main Blocks/ PM
Preventative Maintenance

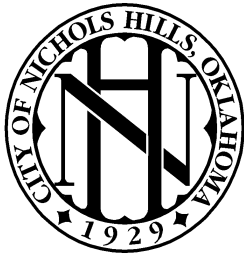
	DATE	ADDRESS	MANHOURS		DATE	ADDRESS	Man hole number	MANHOURS	
	8/5/2024	1727 huntington	16.0						
	8/6/2024	1800 coventry	16.0						
	8/7/2024	1501 wilshire	16.0						
	8/8/2024	1720 Guilford	16.0						
	9/24/2024	1524 Guuilford	16.0						
	8/13/2024	1100 belford	8.0						
	8/16/2024	6907 Avondale	18.0						
		TOTAL hrs.	106.0				TOTAL hrs	0.0	



BUILDING PERMITS AUGUST 2024

Project ID	Project Type	Property	Issued Date	Square Foot: Valuation	Not issued
158949	FENCE-RES	1110 WILSHIRE	8/6/2024		\$2,900.00
158950	ROOF-RES	1800 DORCHESTER DR	8/6/2024		\$35,000.00
158952	ROOF-RES	6408 AVALON	8/6/2024		\$27,733.23
158955	ROOF-RES	1802 COVENTRY	8/7/2024		\$50,000.00
158956	ROOF-RES	1106 WILSHIRE	8/8/2024		\$9,800.00
158957	ROOF-RES	1119 GLENWOOD	8/8/2024		\$34,000.00
158959	POOL	1813 DORCHESTER DR	8/8/2024		\$75,000.00
158962	FENCE-RES	1116 GLENWOOD	8/8/2024		\$6,685.00
158966	POOL	1116 CUMBERLAND	8/9/2024		\$30,000.00
158969	ROOF-RES	1833 DRAKESTONE	8/12/2024		\$22,956.15
158976	ROOF-RES	6426 LENOX	8/13/2024		\$24,890.00
158977	FENCE-COM	7308 LANCET	8/14/2024		\$45,000.00
158979	FENCE-RES	7319 WAVERLY	8/14/2024		\$10,000.00
158982	ROOF-RES	1608 DRAKESTONE	8/15/2024		\$16,000.00
158989	BR-NEW	1700 COVENTRY	8/16/2024	5195	\$1,700,000.00
158993	FENCE-RES	1813 DORCHESTER DR	8/19/2024		\$20,000.00
158994	ROOF-RES	1913 HUNTINGTON	8/19/2024		\$15,000.00
158995	POOL	1303 HUNTINGTON	8/19/2024		\$110,000.00
159003	BR-ADD	1808 WESTMINSTER	8/22/2024		\$40,000.00
159008	BR-REM	1803 DRAKESTONE	8/22/2024		\$8,000.00

159009 BR-REM	2305 GRAND	8/22/2024	\$750,000.00	
159010 FENCE-RES	1105 GLENWOOD		\$30,000.00	X
159011 POOL	1419 SHERWOOD	8/22/2024	\$42,168.00	
159012 BR-REM	7712 DORSET	8/23/2024	\$40,000.00	
159014 FENCE-RES	1621 QUEENSTOWN	8/23/2024	\$10,000.00	
159015 BR-REM	1212 GLENWOOD		\$30,000.00	X
159027 FENCE-RES	1723 DRAKESTONE	8/27/2024	\$1,469.56	
159029 ROOF-RES	1719 WESTMINSTER	8/27/2024	\$12,000.00	
159030 ROOF-RES	1724 DORCHESTER DR	8/27/2024	\$21,406.00	
159039 POOL	1804 COVENTRY		\$60,000.00	X



***Public Works
Water Production Report
August 2024***



<u>Water Produced</u>	<u>64,844,502</u>
<u>Water Sold</u>	<u>60,629,975</u>
<u>Water used in the City Parks</u>	<u>3,459,490</u>
<u>Water flushed for Bond Projects</u>	<u>1,536</u>
<u>Fire Department usage - est.</u>	<u>30,000</u>
<u>City Facilities</u>	<u>66,810</u>
<u>Water unaccounted for</u>	<u>656,691</u>
<u>% water loss for the month</u>	<u>1.0%</u>
<u>Avg. water loss/ for the last 12 months</u>	<u>1.3%</u>

Risk Manager Report August 2024

There were no work-related injuries this month. The public works employee who has been on light-duty for the past few months has been released back to full duty.

There were three (3) follow-up drug screens on public works employees, two (2) random drug screens on police department employees, two (2) random drug screens on fire department employees and one DOT drug screen this month on a sanitation driver.

The public works safety meeting this month was on “Stop the Bleed” taught by Kenny Reyes at the FD. The police department completed quarterly safety training on “Communication” and the fire department completed quarterly safety training on “Hydration”.

I also scheduled some extra training for the code department at public works on “Legendary Service & Communication”. The class was taught by Lori Muehler from OMAG and concentrated on communicating with co-workers as well as the public.

Park inspections were completed on Woods, Kite and Davis Park. Kite Park has several safety issues that are being addressed such as a broken slide and the old timber bordering around the main playground and separate swing set area needs to be replaced. Davis Park also needs new bordering around the separate swing set area. I am getting quotes for these repairs.

I attended an online class on “Emergency Planning from a Different Perspective”. The class focused on how we usually react instead of proacting as well as what our city’s biggest capability is during the first 100 minutes of an incident when local emergency response efforts may be delayed. Preparing before an emergency incident plays a vital role in ensuring that employers and workers have the necessary equipment, know where to go, and know how to keep themselves safe when an emergency occurs. I also attended a COEMA (Central Oklahoma Emergency Management Association) workshop meeting with the Fire Chief and Deputy Fire Chief. Some items discussed were things learned from the 1999 Moore EF5 tornado; RMRS (Regional Medical Response Systems)-healthcare system preparedness planning efforts and coordinates health and medical response and recovery activities; SWOT analysis (Strengths, weaknesses, opportunities, and threats) which is a framework used to evaluate a company's competitive position and to develop strategic planning and H5N1/H5N2 updates.

The United Way campaign has begun which coincides with the city golf tournament coming up in October. I created a golf tournament committee to help me plan and collect donations from both employees, vendors and local businesses. Our campaign goal this year is \$15,000 which I have no doubt we will reach if not exceed.

The quarterly employee cookout was a success with an estimated 40 employees attending. The food was catered by Spark and we played some Bingo games for fun.

ACCOUNT NUMBER	NAME	CLASS	SERVICE ADDRESS	STATUS	DATE OF SERVICE	XFER?
01-00197-15	I - DAVENPORT, CARLEY	RES	1127 GLENWOOD	ACTIVE	8/01/2024	
02-00847-09	I - FRIEDLANDER, LESLIE	RES	1815 WESTMINSTER	ACTIVE	8/26/2024	
01-00116-02	I - GIBBONS, JOHN	RES	6610 TRENTON	ACTIVE	8/08/2024	
02-00713-10	I - ISSAC, ELIZABETH E. L.	RES	1809 DORCHESTER DR	ACTIVE	8/23/2024	
01-00855-05	I - MCGINNIS, DONALD	RES	1707 RANDEL	ACTIVE	8/05/2024	
02-00780-09	I - MERVELDT, DUSTIN	RES	1831 DRAKESTONE	ACTIVE	8/22/2024	
02-00852-07	I - PATRICK, ROBERT	RES	1825 WESTMINSTER	ACTIVE	8/26/2024	

** TOTAL PRINTED 7 **

STATUS: All

CONFIDENTIALS PRINTED: NO

RANGE OF START DATES: 8/01/2024 THRU 8/31/2024

TRANSFERS INCLUDED: NO

LAST BILL DATE: 0/00/0000 THRU 99/99/9999

PRINT MAILING ADDR: NO

TOTALS BY CUSTOMER CLASS			
<u>CLASS</u>	<u>DESCRIPTION</u>	<u>TOTAL</u>	
RES	RESIDENTIAL	7	
	CLASS TOTAL:	7	
TOTALS BY RATE TABLE			
<u>SERVICE</u>	<u>RATE</u>	<u>DESCRIPTION</u>	<u>TOTAL</u>

SELECTION CRITERIA

REPORT SELECTIONS:

REPORT SEQUENCE: Account Name
ACCOUNT STATUS: All
CUSTOMER CLASS: All
SERV/TBL: All
INCLUDE TRANSFER: NO
INCLUDE CONFIDENTIAL: NO

INFORMATION INCLUDED:

MAILING ADDRES: NO
COMMENT CODES: None

CUSTOMER DATES:

START DATE: 8/01/2024 THRU 8/31/2024
LAST BILL DATE: 0/00/0000 THRU 99/99/9999

** END OF REPORT **

CITY OF NICHOLS HILLS
TREASURER'S REPORT - INVESTMENT SCHEDULE
August 31, 2024

MATURITY DATE	DEPOSITORY BANK	COST BASIS	MATURITY VALUE	YIELD TO MATURITY	DAYS INVESTED
Operations					
Operating Acct	BancFirst	333,573.17	333,573.17		
SWEEP Acct	BancFirst	8,729,130.31	8,729,130.31		
		<u>9,062,703.48</u>	<u>9,062,703.48</u>		
NICHOLS HILLS GENERAL FUND					
09/12/24	First Fidelity	900,000.00	939,575.34	5.42%	300
11/14/24	Midfirst	500,000.00	516,082.20	5.35%	214
01/16/25	First Fidelity	600,000.00	630,493.15	5.00%	371
04/10/25	FNB of OK	700,000.00	730,029.81	5.29%	296
06/12/25	Midfirst	500,000.00	525,520.40	5.09%	360
		<u>3,200,000.00</u>	<u>3,341,700.90</u>		
NICHOLS HILLS GENERAL FUND - CIP					
11/14/24	Valliance	700,000.00	730,715.62	5.20%	308
01/16/25	FNB of Ok	700,000.00	743,589.58	5.25%	427
01/16/25	Midfirst	800,000.00	833,391.25	5.35%	280
04/10/25	FNB of OK	800,000.00	834,319.78	5.29%	296
06/12/25	Midfirst	650,000.00	675,602.25	3.95%	701
		<u>3,650,000.00</u>	<u>3,817,618.48</u>		
NICHOLS HILLS MUNICIPAL AUTHORITY					
11/14/24	Midfirst	1,200,000.00	1,238,597.28	5.35%	214
01/16/25	FNB of OK	550,000.00	566,978.73	5.29%	213
		<u>1,750,000.00</u>	<u>1,805,576.01</u>		
NICHOLS HILLS MUNICIPAL AUTHORITY - CIP					
11/14/24	Midfirst	625,000.00	638,798.95	5.35%	150
		<u>625,000.00</u>	<u>638,798.95</u>		
GENERAL OBLIGATION BOND OF 2021					
09/05/24	TREASURY BILL	649,269.08	670,000.00	4.90%	238
09/12/24	First Fidelity	550,000.00	574,184.93	5.42%	300
		<u>1,199,269.08</u>	<u>1,244,184.93</u>		
GENERAL OBLIGATION BOND OF 2022					
09/05/24	TREASURY BILL	824,668.64	851,000.00	4.90%	238
		<u>824,668.64</u>	<u>851,000.00</u>		
GENERAL OBLIGATION BOND OF 2023					
09/12/24	Valliance	600,000.00	621,369.86	5.20%	250
10/31/24	TREASURY BILL	1,999,289.72	2,057,000.00	5.22%	203
01/16/25	FNB of OK	825,000.00	876,373.44	5.25%	427
04/10/25	First Fidelity	1,000,000.00	1,042,007.67	5.18%	296
06/12/25	Midfirst	500,000.00	525,520.40	5.09%	360
		<u>4,924,289.72</u>	<u>5,122,271.37</u>		
GENERAL OBLIGATION BOND OF 2024					
09/12/24	TREASURY BILL	1,397,783.50	1,429,000.00	5.33%	154
10/31/24	TREASURY BILL	999,158.89	1,028,000.00	5.22%	203
01/23/25	TREASURY BILL	1,099,648.39	1,144,000.00	5.11%	287
04/10/25	Valliance	1,200,000.00	1,261,440.00	5.12%	364
06/12/25	First Fidelity	1,500,000.00	1,589,670.00	5.11%	427
		<u>6,196,590.78</u>	<u>6,452,110.00</u>		
SOURCE		COST	MATURITY	% of Total	Margin
BANCFIRST		9,062,703.48	9,062,703.48	28.83%	174.9%
MIDFIRST BANK		4,775,000.00	4,953,512.73	15.19%	110.8%
FIRST NATIONAL BANK OF OK		3,575,000.00	3,751,291.34	11.37%	113.7%
TREASURY BILL		6,969,818.22	7,179,000.00	22.17%	
FIRST FIDELITY BANK		4,550,000.00	4,775,931.09	14.48%	117.069%
VALLIANCE BANK		2,500,000.00	1,882,809.86	7.95%	110.0%
TOTAL INVESTED		<u>\$ 31,432,521.70</u>	<u>\$ 31,605,248.50</u>	100.00%	

01 -General Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
01-00-10050	Cash in Bank - Flex Account	12,605.15	
01-00-10099	Claim on Cash	889,623.70	
01-00-10100	Cash - Municipal Court	2,783.35	
01-00-11000	T-Bills and CD's	3,200,000.00	
01-00-11100	Interest Receivables	23,155.16	
01-00-11600	Other Receivables	1,270,835.00	
01-00-11650	Health Ins - Retirees & Cobra	5,397.04	
01-00-11700	Beverage Tax Receivable	855.00	
01-00-11800	Sales Tax Receivable	812,645.00	
01-00-11900	Franchise Fee Receivable	50,867.00	
01-00-12000	Utilities Receivable	86,069.81	
01-00-13799	Due To/From Flex Spending	13,318.62	
01-00-13800	Allowance for Court Receivable	(1,107,942.00)	
01-00-14000	Deposit with Third Party Admin	37,228.00	
01-00-17000	Lease Receivable	<u>694,888.00</u>	
		<u>5,992,328.83</u>	
TOTAL ASSETS			5,992,328.83
			=====
LIABILITIES			
=====			
01-00-30050	Deposit - held for others	74,820.00	
01-00-30090	Due to Collection agency	504.50	
01-00-30099	A/P Due to Pooled Cash	395,553.41	
01-00-30700	Deferred Interest Income	23,155.16	
01-00-32050	Cleet Payable	2,278.85	
01-00-33300	Deferred Fine Revenue	147,205.00	
01-00-36500	Deferred inflow - leases	694,888.00	
01-00-37176	Retainage Payable	<u>8,855.00</u>	
TOTAL LIABILITIES		<u>1,347,259.92</u>	
EQUITY			
=====			
01-00-57050	Assigned - Economic Developmen	500,000.00	
01-00-57070	Assigned - Other	4,999.75	
01-00-57071	Assigned - art in parks	25,000.00	
01-00-59000	Unassigned Fund Balance	<u>4,497,576.66</u>	
TOTAL BEGINNING EQUITY		5,027,576.41	
TOTAL REVENUE		2,186,583.18	
TOTAL EXPENDITURES		<u>2,569,090.68</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		(382,507.50)	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>4,645,068.91</u>	
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			5,992,328.83
			=====

02 -Street & Alley

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
02-00-10099	Claim on Cash	295,676.71	
02-00-14900	Due from other Governments	<u>1,608.00</u>	
			<u>297,284.71</u>
TOTAL ASSETS			297,284.71
			=====
LIABILITIES			
=====			
EQUITY			
=====			
02-00-51090	Restricted Fund Bal-Streets	283,723.06	
02-00-57090	Assigned Fund Balance-Streets	<u>7,166.00</u>	
	TOTAL BEGINNING EQUITY	290,889.06	
TOTAL REVENUE		<u>6,395.65</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		6,395.65	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.			<u>297,284.71</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			297,284.71
=====			

03 -Designated Fds-Fire & Gen

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
03-00-10099	Claim on Cash	<u>1,315.25</u>	
			<u>1,315.25</u>
TOTAL ASSETS			1,315.25
			=====
LIABILITIES			
=====			
EQUITY			
=====			
03-00-51050	Restricted Fund Bal-Donations	<u>1,303.95</u>	
TOTAL BEGINNING EQUITY		1,303.95	
TOTAL REVENUE		<u>11.30</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		11.30	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>1,315.25</u>	
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			1,315.25
			=====

04 -Designated Funds-Police

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
04-00-10099	Claim on Cash	<u>42,632.28</u>
		<u>42,632.28</u>
	TOTAL ASSETS	42,632.28
		=====
LIABILITIES		
=====		
04-00-30099	A/P Due to Pooled Cash	<u>5,522.39</u>
	TOTAL LIABILITIES	<u>5,522.39</u>
EQUITY		
=====		
04-00-51050	Restricted Fund Bal-Donations	<u>42,265.71</u>
	TOTAL BEGINNING EQUITY	42,265.71
	TOTAL REVENUE	366.57
	TOTAL EXPENDITURES	<u>5,522.39</u>
	TOTAL REVENUE OVER/(UNDER) EXPENSES	(5,155.82)
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.	<u>37,109.89</u>
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.	42,632.28
		=====

05 -Designated Funds-PW

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
05-00-10099	Claim on Cash	<u>22,454.77</u>	
			<u>22,454.77</u>
TOTAL ASSETS			22,454.77
			=====
LIABILITIES			
=====			
EQUITY			
=====			
05-00-51050	Restricted Fund Bal-Donations	<u>22,261.70</u>	
TOTAL BEGINNING EQUITY		22,261.70	
TOTAL REVENUE		<u>193.07</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		193.07	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>22,454.77</u>	
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			22,454.77
			=====

06 -Municipal Authority

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
06-00-10099	Claim on Cash	1,311,416.98
06-00-11000	T-Bills and CD's	1,750,000.00
06-00-11100	Interest Receivable	39,160.58
06-00-12150	Utility Receivable	738,341.10
06-00-13900	Unbilled Receivable	162,705.00
06-00-14800	Allowance for Doubtful Account	(26,586.93)
06-00-14850	Bad Debt Receivable	29,280.82
06-00-15000	Deferred outflow of resources	374,590.00
06-00-15500	Deferred Outflow - OPEB	43,637.00
06-00-20000	Fixed Assets	47,398,596.03
06-00-20100	Accumulated Depreciation	(30,746,611.89)
06-00-21000	Land	207,742.00
06-00-21500	Construction in Progress	<u>1,817,431.06</u>
		<u>23,099,701.75</u>
TOTAL ASSETS		23,099,701.75
		=====
LIABILITIES		
=====		
06-00-30090	Payable - Collection AgencyFee	5,735.02
06-00-30099	A/P Due to Pooled Cash	157,443.56
06-00-31800	Comp Absent Payable	5,383.02
06-00-31890	Compensated Absences - Long Te	48,447.00
06-00-34000	City of NH - Garbage	86,069.81
06-00-34100	Unearned Rev (Unapplied Credit	12,778.53
06-00-34325	Deposit - Fire Hydrant Meter	5,200.00
06-00-34500	Due to Tyler Tech (Cr Cd Fees)	1,136.00
06-00-34900	Notes Payable - Current Portio	899.00
06-00-35000	NOTES PAYABLE	14,404.00
06-00-38000	Deferred inflow of resources	38,888.00
06-00-38500	Deferred Inflow - OPEB	50,180.00
06-00-40000	Net Pension Liability	20,673.00
06-00-40100	OPEB Liability	<u>98,791.00</u>
TOTAL LIABILITIES		<u>546,027.94</u>
EQUITY		
=====		
06-00-50400	Net Investment-Capital Assets	18,419,867.00
06-00-52090	Unrestricted Fund Balance	<u>3,716,140.21</u>
TOTAL BEGINNING EQUITY		22,136,007.21
TOTAL REVENUE		1,366,690.47
TOTAL EXPENDITURES		<u>949,023.87</u>
TOTAL REVENUE OVER/(UNDER) EXPENSES		417,666.60
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>22,553,673.81</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		23,099,701.75
		=====

07 -General Fund - CIP

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
07-00-10099	Claim on Cash	812,896.26	
07-00-11000	T-Bills and CD's	3,650,000.00	
07-00-11100	Interest Receivable	<u>44,094.89</u>	
		<u>4,506,991.15</u>	
TOTAL ASSETS			4,506,991.15
			=====
LIABILITIES			
=====			
07-00-30099	A/P Due to Pooled Cash	1,350.00	
07-00-30700	Deferred Interest Income	<u>44,094.89</u>	
	TOTAL LIABILITIES	<u>45,444.89</u>	
EQUITY			
=====			
07-00-57100	Assigned Fund Bal-Capital Imps	<u>4,897,868.85</u>	
	TOTAL BEGINNING EQUITY	4,897,868.85	
TOTAL REVENUE		86,290.75	
TOTAL EXPENDITURES		<u>522,613.34</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		(436,322.59)	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>4,461,546.26</u>	
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			4,506,991.15
			=====

08 -Sinking Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
08-00-10000	Cash - Sinking Fund	407,305.29	
08-00-14900	Due from other Governments	<u>83,132.00</u>	
			<u>490,437.29</u>
TOTAL ASSETS			490,437.29
			=====
LIABILITIES			
=====			
08-00-30701	Deferred Income	<u>58,171.00</u>	
TOTAL LIABILITIES			<u>58,171.00</u>
EQUITY			
=====			
08-00-51030	Restricted Fund Bal-Debt Srv	<u>391,538.09</u>	
TOTAL BEGINNING EQUITY		391,538.09	
TOTAL REVENUE		41,100.25	
TOTAL EXPENDITURES		<u>372.05</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		40,728.20	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>432,266.29</u>	
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			490,437.29
			=====

09 -Meter Deposits

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
09-00-10099	Claim on Cash	<u>29,710.00</u>	
			<u>29,710.00</u>
	TOTAL ASSETS		29,710.00
			=====
LIABILITIES			
=====			
09-00-36100	Reserve for Meter Deposits	<u>29,710.00</u>	
	TOTAL LIABILITIES		<u>29,710.00</u>
EQUITY			
=====			
		<u> </u>	<u> </u>
	TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP.		29,710.00
			=====

10 -911 Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
10-00-10099	Claim on Cash	96,128.23	
10-00-11600	Other Receivables	<u>729.00</u>	
			<u>96,857.23</u>
TOTAL ASSETS			96,857.23
			=====
LIABILITIES			
=====			
EQUITY			
=====			
10-00-51070	Restricted Fd Bal-Public Safet	<u>92,332.86</u>	
TOTAL BEGINNING EQUITY		92,332.86	
TOTAL REVENUE		<u>4,524.37</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		4,524.37	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>96,857.23</u>	
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			96,857.23
			=====

11 -Impound Fee Police Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
11-00-10099	Claim on Cash	<u>45,501.70</u>	
			<u>45,501.70</u>
TOTAL ASSETS			45,501.70
			=====
LIABILITIES			
=====			
EQUITY			
=====			
11-00-51075	Restricted Fd Bal - Police Imp	<u>43,613.59</u>	
TOTAL BEGINNING EQUITY		43,613.59	
TOTAL REVENUE		<u>1,888.11</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		1,888.11	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>45,501.70</u>	
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			45,501.70
			=====

13 -Municipal Authority - CIP

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
13-00-10099	Claim on Cash	766,593.60	
13-00-11000	T-Bills and CD's	625,000.00	
13-00-11100	Interest Receivable	<u>10,150.99</u>	
		<u>1,401,744.59</u>	
TOTAL ASSETS			1,401,744.59
			=====
LIABILITIES			
=====			
13-00-37176	Retainage Payable	<u>76,149.00</u>	
	TOTAL LIABILITIES	<u>76,149.00</u>	
EQUITY			
=====			
13-00-57100	Fund Bal-Capital Improvements	<u>1,306,226.75</u>	
	TOTAL BEGINNING EQUITY	1,306,226.75	
TOTAL REVENUE		<u>19,368.84</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		19,368.84	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>1,325,595.59</u>	
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			1,401,744.59
			=====

14 -Water Impact Fees Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
14-00-10099	Claim on Cash	<u>167,367.23</u>	
			<u>167,367.23</u>
TOTAL ASSETS			167,367.23
			=====
LIABILITIES			
=====			
EQUITY			
=====			
14-00-50300	Restricted Fund Balance	<u>162,724.62</u>	
TOTAL BEGINNING EQUITY		162,724.62	
TOTAL REVENUE		<u>4,642.61</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		4,642.61	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>167,367.23</u>	
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			167,367.23
			=====

15 -Sewer Impact Fee Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
15-00-10099	Claim on Cash	<u>119,955.51</u>	
			<u>119,955.51</u>
TOTAL ASSETS			119,955.51
			=====
LIABILITIES			
=====			
EQUITY			
=====			
15-00-50300	Restricted Fund Balance	<u>116,161.08</u>	
TOTAL BEGINNING EQUITY		116,161.08	
TOTAL REVENUE		<u>3,794.43</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		3,794.43	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.			<u>119,955.51</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			119,955.51
			=====

17 -Drainage Fee Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
17-00-10099	Claim on Cash	305,333.37
17-00-12000	Utility Receivables	5,368.80
17-00-13900	Unbilled Receivable	1,627.00
17-00-14850	Bad Debt Receivable	<u>92.79</u>
		<u>312,421.96</u>
TOTAL ASSETS		312,421.96
		=====
LIABILITIES		
=====		
EQUITY		
=====		
17-00-50300	Restricted Fund Balance	<u>298,931.18</u>
TOTAL BEGINNING EQUITY		298,931.18
TOTAL REVENUE		<u>13,490.78</u>
TOTAL REVENUE OVER/(UNDER) EXPENSES		13,490.78
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>312,421.96</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		312,421.96
		=====

18 -Health Insurance Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
18-00-10050	Cash - Health Insurance	2,733.67 2,733.67
TOTAL ASSETS		2,733.67 =====
LIABILITIES		
=====		
18-00-30090	Claims Payable	61,359.00
18-00-30099	A/P Due to Pooled Cash	5,025.00
TOTAL LIABILITIES		66,384.00
EQUITY		
=====		
18-00-57090	Assigned Fund Balance	90,922.74
TOTAL BEGINNING EQUITY		90,922.74
TOTAL REVENUE		196,191.03
TOTAL EXPENDITURES		350,764.10
TOTAL REVENUE OVER/(UNDER) EXPENSES		(154,573.07)
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		(63,650.33)
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		2,733.67 =====

20 -Designated Funds-Parks

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
20-00-10099	Claim on Cash	<u>627,517.21</u>	<u>627,517.21</u>
TOTAL ASSETS			627,517.21
			=====
LIABILITIES			
=====			
EQUITY			
=====			
20-00-51050	Restricted Fund Bal - Donation	<u>635,113.23</u>	
TOTAL BEGINNING EQUITY		635,113.23	
TOTAL REVENUE		18,653.98	
TOTAL EXPENDITURES		<u>26,250.00</u>	
TOTAL REVENUE OVER/ (UNDER) EXPENSES		(7,596.02)	
TOTAL EQUITY & REV. OVER/ (UNDER) EXP.		<u>627,517.21</u>	
TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP.			627,517.21
			=====

80 -General Obligation Bonds

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
80-00-10892	Cash - 2021 GO Bond Series	310,103.15
80-00-10893	Cash - 2022 GO Bond Series	1,058,705.65
80-00-10894	Cash - 2023 GO Bd Series	629,704.48
80-00-10895	Cash - 2024 GO Bd Series	824,425.75
80-00-11092	T-bills and CD's - Series 2021	1,199,269.08
80-00-11093	T-bills and CD's - Series 2022	824,668.64
80-00-11094	T-bills and CD's - 2023	4,924,289.72
80-00-11095	T-bills and CD's - 2024	6,196,590.78
80-00-11192	Interest Rec - 2022 GO Bd Seri	<u>242,347.00</u>
		<u>16,210,104.25</u>
TOTAL ASSETS		16,210,104.25
=====		
LIABILITIES		
=====		
80-00-30099	A/P Due to Pooled Cash	685,925.82
80-00-30792	Deferred Int Income - 2022	242,347.00
80-00-37176	Retainage Payable	<u>31,733.00</u>
TOTAL LIABILITIES		<u>960,005.82</u>
EQUITY		
=====		
80-00-50100	FUND BALANCE	<u>16,923,665.26</u>
TOTAL BEGINNING EQUITY		16,923,665.26
TOTAL REVENUE		29,831.54
TOTAL EXPENDITURES		<u>1,703,398.37</u>
TOTAL REVENUE OVER/(UNDER) EXPENSES		(1,673,566.83)
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>15,250,098.43</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		16,210,104.25
=====		

99 -Pooled Cash

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
99-00-10090	Pooled Cash - Meter Deposits	893,030.03
99-00-10099	Pooled Cash	4,641,092.77
99-00-12001	Due from General Fund	395,553.41
99-00-12004	Due from Designated Fds-Police	5,522.39
99-00-12006	Due from Municipal Authority	157,443.56
99-00-12007	Due from GF - CIP	1,350.00
99-00-12018	Due from Health Insurance	5,025.00
99-00-12080	Due from GO Bonds	<u>685,925.82</u>
		<u>6,784,942.98</u>
TOTAL ASSETS		6,784,942.98
=====		
LIABILITIES		
=====		
99-00-30099	Accounts Payable	1,250,820.18
99-00-37099	Due to other Funds	<u>5,534,122.80</u>
TOTAL LIABILITIES		<u>6,784,942.98</u>
EQUITY		
=====		
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		6,784,942.98
=====		

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2024

01 -General Fund
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Revenues	<u>12,882,614</u>	<u>1,005,968.78</u>	<u>2,186,583.18</u>	<u>0.00</u>	<u>10,696,030.90</u>	<u>83.03</u>
TOTAL REVENUES	12,882,614	1,005,968.78	2,186,583.18	0.00	10,696,030.90	83.03
<u>EXPENDITURE SUMMARY</u>						
City Council	785	64.59	130.98	0.00	654.02	83.31
Administration	1,016,792	71,904.42	271,407.61	0.00	745,384.26	73.31
City Treasurer	1,307	107.65	218.30	0.00	1,088.70	83.30
City Attorney	180,000	26,305.80	62,832.10	0.00	117,167.90	65.09
Municipal Court	139,645	9,529.74	33,393.13	0.00	106,251.54	76.09
Police Department	3,546,790	249,292.27	631,852.20	7,304.87	2,907,633.28	81.98
Fire Department	2,635,152	202,041.65	544,331.65	0.00	2,090,820.80	79.34
City Engineer	90,000	24,704.56	42,260.82	0.00	47,739.18	53.04
Street Department	594,004	59,380.89	122,948.30	0.00	471,055.89	79.30
Sanitation	1,186,676	86,726.75	215,767.69	0.00	970,907.98	81.82
Parks Department	552,560	19,783.10	44,709.59	0.00	507,850.41	91.91
Public Works Admin	337,605	21,769.29	55,267.02	384.18	281,953.51	83.52
General Government	1,239,296	80,837.24	205,945.58	0.00	1,033,350.42	83.38
Code Department	586,744	43,958.55	115,797.53	897.00	470,049.32	80.11
Risk Manager	230,045	16,332.76	41,442.58	6,753.51	181,848.85	79.05
Information Systems Mgr	<u>545,214</u>	<u>59,273.62</u>	<u>180,785.60</u>	<u>0.00</u>	<u>364,428.77</u>	<u>66.84</u>
TOTAL EXPENDITURES	12,882,615	972,012.88	2,569,090.68	15,339.56	10,298,184.83	79.94
REVENUE OVER/ (UNDER) EXPENDITURES	(1)	33,955.90	(382,507.50)	(15,339.56)	397,846.07	6,471.72-

01 -General Fund

% OF YEAR COMPLETED: 16.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Revenues						
=====						
<u>General Sales Tax</u>						
01-00-70250 Sales Tax	5,535,891	476,321.52	1,140,840.57	0.00	4,395,050.43	79.39
01-00-70350 Use Tax Revenue	1,103,508	86,460.73	183,383.65	0.00	920,124.35	83.38
01-00-70450 Tobacco Tax Revenue	<u>33,730</u>	<u>3,955.86</u>	<u>6,816.24</u>	<u>0.00</u>	<u>26,913.76</u>	<u>79.79</u>
TOTAL General Sales Tax	6,673,129	566,738.11	1,331,040.46	0.00	5,342,088.54	80.05
<u>Miscellaneous Taxes</u>						
01-00-71550 Franchise Tax	<u>375,188</u>	<u>49,390.45</u>	<u>74,986.22</u>	<u>0.00</u>	<u>300,201.78</u>	<u>80.01</u>
TOTAL Miscellaneous Taxes	375,188	49,390.45	74,986.22	0.00	300,201.78	80.01
<u>Licenses and Permits</u>						
01-00-72050 Building Permits	140,423	15,243.28	20,685.53	0.00	119,737.47	85.27
01-00-72075 Plumbing Permits	37,015	2,952.00	5,744.00	0.00	31,271.00	84.48
01-00-72100 Electrical Permits	20,648	1,055.00	3,040.00	0.00	17,608.00	85.28
01-00-72125 Roof Permits	3,464	935.00	1,615.00	0.00	1,849.00	53.38
01-00-72150 Drive/Drain Permits - Tree	11,007	440.00	2,825.00	0.00	8,182.00	74.33
01-00-72175 Food Vendor Permits	190	0.00	0.00	0.00	190.00	100.00
01-00-72200 Garage Sale Permits	507	20.00	60.00	0.00	447.00	88.17
01-00-72300 Plumbing Licenses	28,532	1,800.00	8,425.00	0.00	20,107.00	70.47
01-00-72325 Electric Licenses	12,762	450.00	3,150.00	0.00	9,612.00	75.32
01-00-72350 General Contractor Registra	21,280	2,325.00	3,900.00	0.00	17,380.00	81.67
01-00-72355 SUB-CONTRACTOR REGISTRATION	1,496	150.00	300.00	0.00	1,196.00	79.95
01-00-72399 Inspections	27,936	3,460.00	5,390.00	0.00	22,546.00	80.71
01-00-72400 Alcohol Licenses	10,849	1,500.00	1,500.00	0.00	9,349.00	86.17
01-00-72800 Dog/Cat Licenses	<u>348</u>	<u>55.00</u>	<u>65.00</u>	<u>0.00</u>	<u>283.00</u>	<u>81.32</u>
TOTAL Licenses and Permits	316,457	30,385.28	56,699.53	0.00	259,757.47	82.08
<u>Intergovernmental</u>						
01-00-73250 Alcohol Tax	9,503	725.91	1,719.70	0.00	7,783.30	81.90
01-00-73500 P.D. Vest Grant	<u>0</u>	<u>0.00</u>	<u>812.26</u>	<u>0.00</u>	<u>(812.26)</u>	<u>0.00</u>
TOTAL Intergovernmental	9,503	725.91	2,531.96	0.00	6,971.04	73.36
<u>Charges for Services</u>						
01-00-74200 Garbage	943,480	83,249.38	166,432.23	0.00	777,047.77	82.36
01-00-74500 Garbage - Commercial	133,930	16,518.74	23,371.59	0.00	110,558.41	82.55
01-00-74700 Solid Waste Fee	5,005	439.66	879.01	0.00	4,125.99	82.44
01-00-74850 Ambulance Fees	58,248	5,117.34	10,230.53	0.00	48,017.47	82.44
01-00-74950 Life and Safety	<u>1,293</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,293.00</u>	<u>100.00</u>
TOTAL Charges for Services	1,141,956	105,325.12	200,913.36	0.00	941,042.64	82.41
<u>Fines & Forfeits</u>						
01-00-76300 Police Fines	<u>108,495</u>	<u>12,186.15</u>	<u>26,192.10</u>	<u>0.00</u>	<u>82,302.90</u>	<u>75.86</u>
TOTAL Fines & Forfeits	108,495	12,186.15	26,192.10	0.00	82,302.90	75.86

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2024

01 -General Fund

% OF YEAR COMPLETED: 16.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>Investment Earnings</u>						
01-00-78500 Interest Income	<u>158,880</u>	<u>3,678.99</u>	<u>7,739.17</u>	<u>0.00</u>	<u>151,140.83</u>	<u>95.13</u>
TOTAL Investment Earnings	158,880	3,678.99	7,739.17	0.00	151,140.83	95.13
<u>Miscellaneous Revenue</u>						
01-00-79500 Leases	246,892	10,740.00	10,740.00	0.00	236,152.00	95.65
01-00-79550 Misc. Income	69,772	4,140.45	30,439.71	0.00	39,332.29	56.37
01-00-79575 Royalty Revenue	<u>0</u>	<u>18.49</u>	<u>21.01</u>	<u>0.00</u>	<u>(21.01)</u>	<u>0.00</u>
TOTAL Miscellaneous Revenue	316,664	14,898.94	41,200.72	0.00	275,463.28	86.99
<u>Fund Balance Carryover</u>						
01-00-79800 Carryover	<u>1,110,664</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,110,664.08</u>	<u>100.00</u>
TOTAL Fund Balance Carryover	1,110,664	0.00	0.00	0.00	1,110,664.08	100.00
<u>Transfers</u>						
01-00-79900 Leasehold Transfer	<u>2,671,678</u>	<u>222,639.83</u>	<u>445,279.66</u>	<u>0.00</u>	<u>2,226,398.34</u>	<u>83.33</u>
TOTAL Transfers	<u>2,671,678</u>	<u>222,639.83</u>	<u>445,279.66</u>	<u>0.00</u>	<u>2,226,398.34</u>	<u>83.33</u>
TOTAL Revenues	12,882,614	1,005,968.78	2,186,583.18	0.00	10,696,030.90	83.03
TOTAL REVENUE	12,882,614	1,005,968.78	2,186,583.18	0.00	10,696,030.90	83.03

01 -General Fund

% OF YEAR COMPLETED: 16.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
City Council						
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<u>Personnel Services</u>						
01-01-80100 Salary	720	60.00	120.00	0.00	600.00	83.33
01-01-80300 FICA/Medicare	55	4.59	9.18	0.00	45.82	83.31
01-01-80700 Unemployment	<u>10</u>	<u>0.00</u>	<u>1.80</u>	<u>0.00</u>	<u>8.20</u>	<u>82.00</u>
TOTAL Personnel Services	785	64.59	130.98	0.00	654.02	83.31
TOTAL City Council	785	64.59	130.98	0.00	654.02	83.31
Administration						
=====						
<u>Personnel Services</u>						
01-02-80100 Salary	749,019	55,548.18	204,481.59	0.00	544,537.61	72.70
01-02-80300 FICA/Medicare	59,344	3,372.74	13,696.98	0.00	45,647.35	76.92
01-02-80400 Dental Insurance	3,416	155.04	310.08	0.00	3,105.92	90.92
01-02-80500 Health Insurance	61,052	4,381.49	8,762.98	0.00	52,289.02	85.65
01-02-80600 Worker's Comp	9,066	0.00	2,259.91	0.00	6,806.09	75.07
01-02-80700 Unemployment	1,000	0.00	0.00	0.00	1,000.00	100.00
01-02-80800 OMRP Pension	61,939	4,652.85	16,776.20	0.00	45,163.14	72.92
01-02-81400 Car Allowance	<u>28,000</u>	<u>2,608.34</u>	<u>5,216.68</u>	<u>0.00</u>	<u>22,783.32</u>	<u>81.37</u>
TOTAL Personnel Services	972,837	70,718.64	251,504.42	0.00	721,332.45	74.15
<u>Material and Supplies</u>						
01-02-83000 Material & Supplies	<u>1,000</u>	<u>0.00</u>	<u>23.44</u>	<u>0.00</u>	<u>976.56</u>	<u>97.66</u>
TOTAL Material and Supplies	1,000	0.00	23.44	0.00	976.56	97.66
<u>Other Services</u>						
01-02-84000 Equipment Maintenance	1,000	0.00	0.00	0.00	1,000.00	100.00
01-02-84300 Training & Membership	7,000	682.50	3,402.24	0.00	3,597.76	51.40
01-02-84400 Software Agreements	25,955	412.88	16,006.45	0.00	9,948.55	38.33
01-02-84700 Telephone	<u>9,000</u>	<u>90.40</u>	<u>471.06</u>	<u>0.00</u>	<u>8,528.94</u>	<u>94.77</u>
TOTAL Other Services	42,955	1,185.78	19,879.75	0.00	23,075.25	53.72
<u>Capital Projects</u>						
<u>Transfers Out</u>						
TOTAL Administration	1,016,792	71,904.42	271,407.61	0.00	745,384.26	73.31

01 -General Fund

% OF YEAR COMPLETED: 16.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
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City Treasurer
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Personnel Services

01-03-80100 Salary	1,200	100.00	200.00	0.00	1,000.00	83.33
01-03-80300 FICA/Medicare	92	7.65	15.30	0.00	76.70	83.37
01-03-80700 Unemployment	15	0.00	3.00	0.00	12.00	80.00
TOTAL Personnel Services	1,307	107.65	218.30	0.00	1,088.70	83.30

TOTAL City Treasurer	1,307	107.65	218.30	0.00	1,088.70	83.30
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City Attorney
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Other Services

01-04-87100 Legal Services	180,000	26,305.80	62,832.10	0.00	117,167.90	65.09
TOTAL Other Services	180,000	26,305.80	62,832.10	0.00	117,167.90	65.09

TOTAL City Attorney	180,000	26,305.80	62,832.10	0.00	117,167.90	65.09
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Municipal Court
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Personnel Services

01-05-80100 Salary	98,431	7,609.02	19,126.97	0.00	79,303.96	80.57
01-05-80200 Overtime	500	0.00	0.00	0.00	500.00	100.00
01-05-80300 FICA/Medicare	7,903	582.09	1,463.21	0.00	6,439.82	81.49
01-05-80400 Dental Insurance	621	51.68	103.36	0.00	517.64	83.36
01-05-80500 Health Insurance	8,252	687.83	1,375.66	0.00	6,876.34	83.33
01-05-80600 Worker's Comp	2,266	0.00	564.38	0.00	1,701.62	75.09
01-05-80700 Unemployment	200	0.00	124.11	0.00	75.89	37.95
01-05-80800 OMRP Pension	6,647	508.72	1,330.15	0.00	5,316.56	79.99
TOTAL Personnel Services	124,820	9,439.34	24,087.84	0.00	100,731.83	80.70

Material and Supplies

01-05-83000 Material & Supplies	500	0.00	0.00	0.00	500.00	100.00
TOTAL Material and Supplies	500	0.00	0.00	0.00	500.00	100.00

Other Services

01-05-84000 Equipment Maintenance	250	0.00	0.00	0.00	250.00	100.00
01-05-84300 Training & Membership	700	0.00	0.00	0.00	700.00	100.00
01-05-84400 Software Agreement	12,075	0.00	9,123.28	0.00	2,951.72	24.44
01-05-84700 Telephone	1,300	90.40	182.01	0.00	1,117.99	86.00
TOTAL Other Services	14,325	90.40	9,305.29	0.00	5,019.71	35.04

01 -General Fund

% OF YEAR COMPLETED: 16.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>Transfers Out</u>						
TOTAL Municipal Court	139,645	9,529.74	33,393.13	0.00	106,251.54	76.09
Police Department =====						
<u>Personnel Services</u>						
01-06-80100 Salary	2,338,643	169,221.70	430,132.56	0.00	1,908,510.32	81.61
01-06-80200 Overtime	20,000	2,241.99	4,130.91	0.00	15,869.09	79.35
01-06-80300 FICA/Medicare	202,499	13,160.33	34,088.25	0.00	168,410.55	83.17
01-06-80400 Dental Insurance	14,000	1,188.64	2,377.28	0.00	11,622.72	83.02
01-06-80500 Health Insurance	336,254	24,872.01	49,744.02	0.00	286,509.98	85.21
01-06-80600 Worker's Comp	54,395	0.00	13,560.04	0.00	40,834.96	75.07
01-06-80700 Unemployment	4,600	0.00	1,517.05	0.00	3,082.95	67.02
01-06-80800 OMRP Pension	35,656	2,839.94	7,252.33	0.00	28,403.76	79.66
01-06-81050 Police Pension	254,223	17,434.20	44,182.47	0.00	210,040.11	82.62
01-06-81100 Uniform Allowance	37,000	0.00	10,333.58	0.00	26,666.42	72.07
01-06-81200 Medical Exams	<u>2,500</u>	<u>0.00</u>	<u>85.00</u>	<u>0.00</u>	<u>2,415.00</u>	<u>96.60</u>
TOTAL Personnel Services	3,299,769	230,958.81	597,403.49	0.00	2,702,365.86	81.90
<u>Material and Supplies</u>						
01-06-83000 Material & Supplies	<u>8,000</u>	<u>576.10</u>	<u>909.80</u>	<u>0.00</u>	<u>7,090.20</u>	<u>88.63</u>
TOTAL Material and Supplies	8,000	576.10	909.80	0.00	7,090.20	88.63
<u>Other Services</u>						
01-06-84000 Equipment Maintenance	60,000	4,184.70	8,872.70	0.00	51,127.30	85.21
01-06-84100 Vehicle Maintenance	30,000	666.06	3,956.62	21.77	26,021.61	86.74
01-06-84200 Building Maintenance	5,000	0.00	0.00	0.00	5,000.00	100.00
01-06-84300 Training & Membership	25,000	300.00	300.00	7,283.10	17,416.90	69.67
01-06-84700 Telephone	23,000	1,240.08	3,196.16	0.00	19,803.84	86.10
01-06-84800 Utilities	2,000	61.17	120.48	0.00	1,879.52	93.98
01-06-84900 Fuel	25,000	5,520.75	5,520.75	0.00	19,479.25	77.92
01-06-84950 EV Charging	1,700	137.02	277.04	0.00	1,422.96	83.70
01-06-85000 Janitorial Services	<u>15,150</u>	<u>1,300.00</u>	<u>2,600.00</u>	<u>0.00</u>	<u>12,550.00</u>	<u>82.84</u>
TOTAL Other Services	186,850	13,409.78	24,843.75	7,304.87	154,701.38	82.79
<u>Transfers Out</u>						
01-06-99000 Transfer to CIP (Depreciat	<u>52,171</u>	<u>4,347.58</u>	<u>8,695.16</u>	<u>0.00</u>	<u>43,475.84</u>	<u>83.33</u>
TOTAL Transfers Out	52,171	4,347.58	8,695.16	0.00	43,475.84	83.33
TOTAL Police Department	3,546,790	249,292.27	631,852.20	7,304.87	2,907,633.28	81.98

01 -General Fund

% OF YEAR COMPLETED: 16.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
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Fire Department
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Personnel Services

01-07-80100 Salary	1,684,284	133,484.24	343,964.75	0.00	1,340,319.11	79.58
01-07-80200 Overtime	73,137	6,443.42	13,124.88	0.00	60,012.12	82.05
01-07-80300 FICA/Medicare	24,838	2,028.96	5,351.83	0.00	19,485.82	78.45
01-07-80400 Dental Insurance	9,858	775.20	1,550.40	0.00	8,307.60	84.27
01-07-80500 Health Insurance	236,617	17,604.42	35,208.89	0.00	201,408.11	85.12
01-07-80600 Worker's Comp	52,478	0.00	8,474.66	0.00	44,003.34	83.85
01-07-80700 Unemployment	4,200	0.00	473.52	0.00	3,726.48	88.73
01-07-81000 Fire Pension	234,540	18,687.80	48,155.08	0.00	186,384.86	79.47
01-07-81100 Uniform Allowance	28,325	0.00	12,275.00	0.00	16,050.00	56.66
01-07-81200 Medical Exams	<u>4,500</u>	<u>0.00</u>	<u>144.00</u>	<u>0.00</u>	<u>4,356.00</u>	<u>96.80</u>
TOTAL Personnel Services	2,352,776	179,024.04	468,723.01	0.00	1,884,053.44	80.08

Material and Supplies

01-07-83000 Material & Supplies	<u>20,550</u>	<u>2,709.46</u>	<u>3,705.21</u>	<u>0.00</u>	<u>16,844.79</u>	<u>81.97</u>
TOTAL Material and Supplies	20,550	2,709.46	3,705.21	0.00	16,844.79	81.97

Other Services

01-07-84000 Equipment Maintenance	10,000	315.18	597.63	0.00	9,402.37	94.02
01-07-84100 Vehicle Maintenance	17,000	88.62	3,001.99	0.00	13,998.01	82.34
01-07-84200 Building Maintenance	12,800	0.00	15,297.34	0.00 (	2,497.34)	19.51-
01-07-84300 Training & Membership	31,500	5,957.25	19,832.70	0.00	11,667.30	37.04
01-07-84400 Membership	1,700	0.00	0.00	0.00	1,700.00	100.00
01-07-84500 Fire Department Publication	5,123	0.00	0.00	0.00	5,123.00	100.00
01-07-84600 Lease/Rental	1,500	0.00	0.00	0.00	1,500.00	100.00
01-07-84700 Telephone	9,200	365.51	928.28	0.00	8,271.72	89.91
01-07-84800 Utilities	3,500	113.29	225.60	0.00	3,274.40	93.55
01-07-84900 Fuel	9,500	1,520.76	1,520.76	0.00	7,979.24	83.99
01-07-85200 EMSA Subsidy	32,612	2,623.29	5,677.58	0.00	26,934.42	82.59
01-07-86850 Software Maintenance	<u>15,500</u>	<u>0.00</u>	<u>6,173.05</u>	<u>0.00</u>	<u>9,326.95</u>	<u>60.17</u>
TOTAL Other Services	149,935	10,983.90	53,254.93	0.00	96,680.07	64.48

Transfers Out

01-07-99000 Transfer to CIP (Depreciati	<u>111,891</u>	<u>9,324.25</u>	<u>18,648.50</u>	<u>0.00</u>	<u>93,242.50</u>	<u>83.33</u>
TOTAL Transfers Out	111,891	9,324.25	18,648.50	0.00	93,242.50	83.33

TOTAL Fire Department	2,635,152	202,041.65	544,331.65	0.00	2,090,820.80	79.34
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City Engineer
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Personnel Services

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01 -General Fund

% OF YEAR COMPLETED: 16.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>Other Services</u>						
01-08-86075 Engineering Fees	90,000	24,704.56	42,260.82	0.00	47,739.18	53.04
TOTAL Other Services	90,000	24,704.56	42,260.82	0.00	47,739.18	53.04
TOTAL City Engineer	90,000	24,704.56	42,260.82	0.00	47,739.18	53.04
Street Department =====						
<u>Personnel Services</u>						
01-09-80100 Salary	276,481	20,774.32	54,331.22	0.00	222,149.68	80.35
01-09-80200 Overtime	5,366	781.68	781.68	0.00	4,584.32	85.43
01-09-80300 FICA/Medicare	24,978	1,672.01	4,279.28	0.00	20,698.30	82.87
01-09-80400 Dental Insurance	2,481	206.72	413.44	0.00	2,067.56	83.34
01-09-80500 Health Insurance	57,884	3,651.20	7,302.40	0.00	50,581.60	87.38
01-09-80600 Worker's Comp	9,066	0.00	2,259.91	0.00	6,806.09	75.07
01-09-80700 Unemployment	1,202	0.00	397.18	0.00	804.82	66.96
01-09-80800 OMRP Pension	22,995	1,748.46	4,474.99	0.00	18,519.72	80.54
01-09-80900 Stand By Pay	3,525	300.00	825.00	0.00	2,700.00	76.60
01-09-81100 Uniform Allowance	5,805	457.36	1,029.06	0.00	4,775.94	82.27
01-09-81200 Medical Exams	888	0.00	144.00	0.00	744.00	83.78
TOTAL Personnel Services	410,670	29,591.75	76,238.16	0.00	334,432.03	81.44
<u>Material and Supplies</u>						
01-09-83000 Material & Supplies	15,000	3,013.21	5,674.08	0.00	9,325.92	62.17
01-09-83300 Minor Tools	1,500	69.32	69.32	0.00	1,430.68	95.38
01-09-83500 Safety Supplies	2,000	181.35	181.35	0.00	1,818.65	90.93
01-09-83700 Misc. Supplies	250	0.00	0.00	0.00	250.00	100.00
TOTAL Material and Supplies	18,750	3,263.88	5,924.75	0.00	12,825.25	68.40
<u>Other Services</u>						
01-09-84000 Equipment Maintenance	4,000	10,990.00	10,990.00	0.00	6,990.00)	174.75-
01-09-84100 Vehicle Maintenance	5,000	648.46	1,851.03	0.00	3,148.97	62.98
01-09-84600 Lease/Rental	1,500	198.41	472.44	0.00	1,027.56	68.50
01-09-84700 Telephone	1,500	25.98	182.95	0.00	1,317.05	87.80
01-09-84800 Utilities	4,061	132.86	262.35	0.00	3,798.65	93.54
01-09-84900 Fuel	6,500	2,114.82	2,230.84	0.00	4,269.16	65.68
01-09-85500 Street Lighting	91,000	8,162.81	16,291.94	0.00	74,708.06	82.10
TOTAL Other Services	113,561	22,273.34	32,281.55	0.00	81,279.45	71.57
<u>Transfers Out</u>						
01-09-99000 Transfer to CIP (Depreciati	51,023	4,251.92	8,503.84	0.00	42,519.16	83.33
TOTAL Transfers Out	51,023	4,251.92	8,503.84	0.00	42,519.16	83.33
TOTAL Street Department	594,004	59,380.89	122,948.30	0.00	471,055.89	79.30

01 -General Fund

% OF YEAR COMPLETED: 16.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Sanitation =====						
<u>Personnel Services</u>						
01-10-80100 Salary	588,584	43,612.18	111,955.59	0.00	476,628.64	80.98
01-10-80300 FICA/Medicare	53,202	3,336.36	8,564.68	0.00	44,637.26	83.90
01-10-80400 Dental Insurance	6,200	516.80	1,033.60	0.00	5,166.40	83.33
01-10-80500 Health Insurance	99,541	7,778.18	15,556.36	0.00	83,984.64	84.37
01-10-80600 Worker's Comp	22,665	0.00	5,649.78	0.00	17,015.22	75.07
01-10-80700 Unemployment	3,004	0.00	1,109.19	0.00	1,894.81	63.08
01-10-80800 OMRP Pension	51,247	3,488.98	8,956.46	0.00	42,290.04	82.52
01-10-81100 Uniform Allowance	9,300	776.56	1,747.26	0.00	7,552.74	81.21
01-10-81200 Medical Exams	<u>1,445</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,445.00</u>	<u>100.00</u>
TOTAL Personnel Services	835,188	59,509.06	154,572.92	0.00	680,614.75	81.49
<u>Material and Supplies</u>						
01-10-83000 Material & Supplies	2,000	516.13	589.57	0.00	1,410.43	70.52
01-10-83500 Safety Supplies	2,000	31.35	31.35	0.00	1,968.65	98.43
01-10-83700 Misc. Supplies	<u>500</u>	<u>109.00</u>	<u>109.00</u>	<u>0.00</u>	<u>391.00</u>	<u>78.20</u>
TOTAL Material and Supplies	4,500	656.48	729.92	0.00	3,770.08	83.78
<u>Other Services</u>						
01-10-84000 Equipment Maintenance	1,500	0.00	850.00	0.00	650.00	43.33
01-10-84100 Vehicle Maintenance	21,000	938.98	9,086.23	0.00	11,913.77	56.73
01-10-84700 Telephone	1,740	0.00	146.01	0.00	1,593.99	91.61
01-10-84800 Utilities	3,500	132.86	262.37	0.00	3,237.63	92.50
01-10-84900 Fuel	15,939	2,133.26	3,674.32	0.00	12,264.68	76.95
01-10-85800 Landfill Disposal	85,000	4,840.27	9,813.61	0.00	75,186.39	88.45
01-10-85825 Commercial Garbage Disposal	<u>130,000</u>	<u>11,156.76</u>	<u>21,914.15</u>	<u>0.00</u>	<u>108,085.85</u>	<u>83.14</u>
TOTAL Other Services	258,679	19,202.13	45,746.69	0.00	212,932.31	82.32
<u>Capital Projects</u>						
<u>Transfers Out</u>						
01-10-99000 Transfer to CIP (Depreciat	<u>88,309</u>	<u>7,359.08</u>	<u>14,718.16</u>	<u>0.00</u>	<u>73,590.84</u>	<u>83.33</u>
TOTAL Transfers Out	88,309	7,359.08	14,718.16	0.00	73,590.84	83.33

TOTAL Sanitation	1,186,676	86,726.75	215,767.69	0.00	970,907.98	81.82
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Parks Department
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<u>Personnel Services</u>	_____	_____	_____	_____	_____	_____
<u>Material and Supplies</u>	_____	_____	_____	_____	_____	_____

01 -General Fund

% OF YEAR COMPLETED: 16.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>Other Services</u>						
01-11-84800 Utilities	0	429.49	830.71	0.00 (	830.71)	0.00
01-11-85700 Parks Maintenance	32,560	1,732.61	8,636.88	0.00	23,923.12	73.47
01-11-85900 Park Maintenance Contract	<u>220,000</u>	<u>17,621.00</u>	<u>35,242.00</u>	<u>0.00</u>	<u>184,758.00</u>	<u>83.98</u>
TOTAL Other Services	252,560	19,783.10	44,709.59	0.00	207,850.41	82.30
<u>Transfers Out</u>						
01-11-99000 Transfer to CIP (Depreciat	<u>300,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>300,000.00</u>	<u>100.00</u>
TOTAL Transfers Out	300,000	0.00	0.00	0.00	300,000.00	100.00
TOTAL Parks Department	552,560	19,783.10	44,709.59	0.00	507,850.41	91.91
Public Works Admin						
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<u>Personnel Services</u>						
01-12-80100 Salary	204,600	13,337.78	32,102.11	0.00	172,497.93	84.31
01-12-80300 FICA/Medicare	18,485	1,025.32	2,465.77	0.00	16,019.50	86.66
01-12-80400 Dental Insurance	1,240	103.36	206.72	0.00	1,033.28	83.33
01-12-80500 Health Insurance	29,337	1,902.41	3,804.82	0.00	25,532.18	87.03
01-12-80600 Worker's Comp	4,533	0.00	1,129.96	0.00	3,403.04	75.07
01-12-80700 Unemployment	601	0.00	119.07	0.00	481.93	80.19
01-12-80800 OMRP Pension	16,367	1,067.02	2,568.16	0.00	13,799.24	84.31
01-12-81200 Medical Exams	<u>500</u>	<u>0.00</u>	<u>90.00</u>	<u>0.00</u>	<u>410.00</u>	<u>82.00</u>
TOTAL Personnel Services	275,664	17,435.89	42,486.61	0.00	233,177.10	84.59
<u>Material and Supplies</u>						
01-12-83000 Material & Supplies	1,500	0.00	0.00	0.00	1,500.00	100.00
01-12-83200 Office Supplies	3,000	0.00	468.94	384.18	2,146.88	71.56
01-12-83700 Misc. Supplies	<u>500</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>500.00</u>	<u>100.00</u>
TOTAL Material and Supplies	5,000	0.00	468.94	384.18	4,146.88	82.94
<u>Other Services</u>						
01-12-84000 Equipment Maintenance	5,000	317.65	317.65	0.00	4,682.35	93.65
01-12-84100 Vehicle Maintenance	1,500	120.97	3,195.35	0.00 (	1,695.35)	113.02-
01-12-84200 Building Maintenance	6,000	951.45	2,086.79	0.00	3,913.21	65.22
01-12-84250 Fueling Station Maintenance	2,000	143.88	143.88	0.00	1,856.12	92.81
01-12-84300 Training & Membership	7,500	568.30	1,005.25	0.00	6,494.75	86.60
01-12-84400 Software Agreements	360	0.00	0.00	0.00	360.00	100.00
01-12-84600 Lease/Rental	3,500	0.00	1,377.50	0.00	2,122.50	60.64
01-12-84700 Telephone	6,000	69.29	305.86	0.00	5,694.14	94.90
01-12-84800 Utilities	4,061	132.90	262.40	0.00	3,798.60	93.54
01-12-84900 Fuel	2,500	438.13	438.13	0.00	2,061.87	82.47
01-12-84950 EV Charging	650	60.00	117.00	0.00	533.00	82.00
01-12-85000 Janitorial Services	9,000	800.00	1,600.00	0.00	7,400.00	82.22
01-12-86300 Publications	<u>100</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>100.00</u>	<u>100.00</u>
TOTAL Other Services	48,171	3,602.57	10,849.81	0.00	37,321.19	77.48

01 -General Fund

% OF YEAR COMPLETED: 16.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>Capital Projects</u>						
<u>Transfers Out</u>						
01-12-99000 Transfer to CIP (Depreciated)	8,770	730.83	1,461.66	0.00	7,308.34	83.33
TOTAL Transfers Out	8,770	730.83	1,461.66	0.00	7,308.34	83.33
TOTAL Public Works Admin	337,605	21,769.29	55,267.02	384.18	281,953.51	83.52
General Government =====						
<u>Material and Supplies</u>						
01-13-83000 Material & Supplies	21,000	1,391.96	3,176.98	0.00	17,823.02	84.87
TOTAL Material and Supplies	21,000	1,391.96	3,176.98	0.00	17,823.02	84.87
<u>Other Services</u>						
01-13-84000 Equipment Maintenance	20,000	0.00	4,723.45	0.00	15,276.55	76.38
01-13-84200 Building Maintenance	40,000	168.00	25,223.41	0.00	14,776.59	36.94
01-13-84300 Training & Membership	3,000	0.00	0.00	0.00	3,000.00	100.00
01-13-84600 Lease/Rental	500	150.00	150.00	0.00	350.00	70.00
01-13-84700 Telephone	700	45.19	91.00	0.00	609.00	87.00
01-13-84800 Utilities	25,000	212.05	402.00	0.00	24,598.00	98.39
01-13-85000 Janitorial Services	18,260	1,400.00	2,800.00	0.00	15,460.00	84.67
01-13-85400 Bank Charges	80,000	10,268.57	19,474.28	0.00	60,525.72	75.66
01-13-86100 Liability Insurance/Bonds	287,110	59,977.50	135,602.00	0.00	151,508.00	52.77
01-13-86300 Publications	30,000	1,830.68	2,596.33	0.00	27,403.67	91.35
01-13-86400 Auditing Fees	30,000	562.50	600.00	0.00	29,400.00	98.00
01-13-86500 Election Expenses	6,000	0.00	0.00	0.00	6,000.00	100.00
01-13-86600 ACOG Dues	3,450	0.00	3,552.00	0.00	(102.00)	2.96-
01-13-86700 OML Dues	5,900	0.00	0.00	0.00	5,900.00	100.00
01-13-86800 Reassessment Fees	28,000	0.00	0.00	0.00	28,000.00	100.00
01-13-86900 Postage	8,000	0.00	500.00	0.00	7,500.00	93.75
01-13-87000 Misc. Expenses	102,376	3,684.79	4,845.13	0.00	97,530.87	95.27
01-13-87100 H.R.A.	20,000	1,146.00	2,209.00	0.00	17,791.00	88.96
01-13-87200 Education Scholarship	10,000	0.00	0.00	0.00	10,000.00	100.00
TOTAL Other Services	718,296	79,445.28	202,768.60	0.00	515,527.40	71.77
<u>Capital Projects</u>						
<u>Transfers Out</u>						
01-13-99900 Transfer out to CIP	500,000	0.00	0.00	0.00	500,000.00	100.00
TOTAL Transfers Out	500,000	0.00	0.00	0.00	500,000.00	100.00
TOTAL General Government	1,239,296	80,837.24	205,945.58	0.00	1,033,350.42	83.38

01 -General Fund

% OF YEAR COMPLETED: 16.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
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Code Department

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Personnel Services

01-14-80100 Salary	370,238	28,976.30	71,503.92	0.00	298,733.78	80.69
01-14-80200 Overtime	775	0.00	0.00	0.00	775.00	100.00
01-14-80300 FICA/Medicare	33,547	2,216.69	5,470.07	0.00	28,076.98	83.69
01-14-80400 Dental Insurance	3,721	258.40	516.80	0.00	3,204.20	86.11
01-14-80500 Health Insurance	55,960	3,439.15	6,878.30	0.00	49,081.70	87.71
01-14-80600 Worker's Comp	13,598	0.00	3,389.87	0.00	10,208.13	75.07
01-14-80700 Unemployment	1,803	0.00	468.56	0.00	1,334.44	74.01
01-14-80800 OMRP Pension	29,619	2,318.12	5,720.35	0.00	23,898.75	80.69
01-14-81100 Uniform Rental	7,001	535.36	1,324.54	0.00	5,676.46	81.08
01-14-81200 Medical Exams	<u>776</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>776.00</u>	<u>100.00</u>
TOTAL Personnel Services	517,038	37,744.02	95,272.41	0.00	421,765.44	81.57

Material and Supplies

01-14-83000 Material & Supplies	4,000	296.37	394.22	0.00	3,605.78	90.14
01-14-83200 Office Supplies	350	0.00	0.00	0.00	350.00	100.00
01-14-83500 Safety Supplies	<u>300</u>	<u>31.35</u>	<u>31.35</u>	<u>0.00</u>	<u>268.65</u>	<u>89.55</u>
TOTAL Material and Supplies	4,650	327.72	425.57	0.00	4,224.43	90.85

Other Services

01-14-84100 Vehicle Maintenance	3,000	465.20	922.97	0.00	2,077.03	69.23
01-14-84300 Training & Membership	7,000	479.54	1,120.59	0.00	5,879.41	83.99
01-14-84400 Software Agreement	18,532	0.00	10,477.69	0.00	8,054.31	43.46
01-14-84700 Telephone	6,308	145.52	719.16	0.00	5,588.84	88.60
01-14-84800 Utilities	4,061	132.87	262.37	0.00	3,798.63	93.54
01-14-84900 Fuel	3,000	955.58	955.58	0.00	2,044.42	68.15
01-14-85300 Animal Welfare	<u>2,398</u>	<u>2,145.01</u>	<u>2,515.01</u>	<u>897.00</u>	<u>(1,014.01)</u>	<u>42.29-</u>
TOTAL Other Services	44,299	4,323.72	16,973.37	897.00	26,428.63	59.66

Capital Projects

01-14-88850 Life and Safety	<u>2,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,000.00</u>	<u>100.00</u>
TOTAL Capital Projects	2,000	0.00	0.00	0.00	2,000.00	100.00

Transfers Out

01-14-99000 Transfer to CIP (Depreciati	18,757	1,563.09	3,126.18	0.00	15,630.82	83.33
TOTAL Transfers Out	18,757	1,563.09	3,126.18	0.00	15,630.82	83.33

TOTAL Code Department	586,744	43,958.55	115,797.53	897.00	470,049.32	80.11
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Risk Manager

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Personnel Services

01-15-80100 Salary	146,969	11,530.90	30,146.92	0.00	116,822.20	79.49
01-15-80300 FICA/Medicare	11,144	887.08	2,316.17	0.00	8,827.84	79.22

01 -General Fund

% OF YEAR COMPLETED: 16.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
01-15-80400 Dental Insurance	621	51.68	103.36	0.00	517.64	83.36
01-15-80500 Health Insurance	19,843	1,653.58	3,307.16	0.00	16,535.84	83.33
01-15-80600 Worker's Comp	2,266	0.00	564.98	0.00	1,701.02	75.07
01-15-80700 Unemployment	200	0.00	0.00	0.00	200.00	100.00
01-15-80800 OMRP Pension	11,654	922.48	2,411.77	0.00	9,242.04	79.30
01-15-81200 Medical Exams	<u>100</u>	<u>0.00</u>	<u>25.00</u>	<u>0.00</u>	<u>75.00</u>	<u>75.00</u>
TOTAL Personnel Services	192,797	15,045.72	38,875.36	0.00	153,921.58	79.84
<u>Material and Supplies</u>						
01-15-83000 Material & Supplies	<u>10,000</u>	<u>509.93</u>	<u>509.93</u>	<u>0.00</u>	<u>9,490.07</u>	<u>94.90</u>
TOTAL Material and Supplies	10,000	509.93	509.93	0.00	9,490.07	94.90
<u>Other Services</u>						
01-15-84100 Vehicle Maintenance	500	0.00	0.00	0.00	500.00	100.00
01-15-84300 Training & Membership	8,000	52.88	789.58	1,753.76	5,456.66	68.21
01-15-84700 Telephone	1,800	91.20	180.68	0.00	1,619.32	89.96
01-15-84850 Wellness Program	10,000	0.00	0.00	4,999.75	5,000.25	50.00
01-15-84900 Fuel	<u>1,500</u>	<u>179.03</u>	<u>179.03</u>	<u>0.00</u>	<u>1,320.97</u>	<u>88.06</u>
TOTAL Other Services	21,800	323.11	1,149.29	6,753.51	13,897.20	63.75
<u>Transfers Out</u>						
01-15-99000 Transfer to CIP (Depreciati	<u>5,448</u>	<u>454.00</u>	<u>908.00</u>	<u>0.00</u>	<u>4,540.00</u>	<u>83.33</u>
TOTAL Transfers Out	5,448	454.00	908.00	0.00	4,540.00	83.33
TOTAL Risk Manager	230,045	16,332.76	41,442.58	6,753.51	181,848.85	79.05
Information Systems Mgr						
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<u>Personnel Services</u>						
01-16-80100 Salary	184,725	9,002.52	22,988.75	0.00	161,736.44	87.56
01-16-80300 FICA/Medicare	14,557	700.18	1,781.61	0.00	12,774.96	87.76
01-16-80400 Dental Insurance	1,242	51.68	103.36	0.00	1,138.64	91.68
01-16-80500 Health Insurance	28,095	1,653.58	3,307.16	0.00	24,787.84	88.23
01-16-80600 Worker's Comp	4,533	0.00	1,129.96	0.00	3,403.04	75.07
01-16-80700 Unemployment	400	0.00	15.02	0.00	384.98	96.25
01-16-80800 OMRP Pension	15,199	732.20	1,863.10	0.00	13,335.51	87.74
01-16-81400 Car Allowance	<u>1,800</u>	<u>150.00</u>	<u>300.00</u>	<u>0.00</u>	<u>1,500.00</u>	<u>83.33</u>
TOTAL Personnel Services	250,550	12,290.16	31,488.96	0.00	219,061.41	87.43
<u>Material and Supplies</u>						
01-16-83000 Material Supplies	<u>4,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>4,000.00</u>	<u>100.00</u>
TOTAL Material and Supplies	4,000	0.00	0.00	0.00	4,000.00	100.00
<u>Other Services</u>						
01-16-84000 Equipment Maintenance	150,000	38,218.94	128,693.09	0.00	21,306.91	14.20
01-16-84200 Building Maintenance	2,000	0.00	574.87	0.00	1,425.13	71.26
01-16-84300 Training & Membership	11,000	0.00	0.00	0.00	11,000.00	100.00
01-16-84600 Lease/Rental	27,000	1,413.99	2,827.98	0.00	24,172.02	89.53

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2024

01 -General Fund

% OF YEAR COMPLETED: 16.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
01-16-84700 Telephone	5,000	45.20	340.04	0.00	4,659.96	93.20
01-16-86050 Consulting Fees	<u>8,000</u>	<u>0.00</u>	<u>2,250.00</u>	<u>0.00</u>	<u>5,750.00</u>	<u>71.88</u>
TOTAL Other Services	203,000	39,678.13	134,685.98	0.00	68,314.02	33.65
<u>Transfers Out</u>						
01-16-99000 Transfer to CIP (Depreciati	<u>87,664</u>	<u>7,305.33</u>	<u>14,610.66</u>	<u>0.00</u>	<u>73,053.34</u>	<u>83.33</u>
TOTAL Transfers Out	87,664	7,305.33	14,610.66	0.00	73,053.34	83.33
TOTAL Information Systems Mgr	545,214	59,273.62	180,785.60	0.00	364,428.77	66.84
TOTAL EXPENDITURES	12,882,615	972,012.88	2,569,090.68	15,339.56	10,298,184.83	79.94
REVENUE OVER/ (UNDER) EXPENDITURES	(1)	33,955.90 (	382,507.50) (	15,339.56)	397,846.07	6,471.72-

02 -Street & Alley
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Revenues	<u>323,481</u>	<u>4,406.83</u>	<u>6,395.65</u>	<u>0.00</u>	<u>317,085.35</u>	<u>98.02</u>
TOTAL REVENUES	323,481	4,406.83	6,395.65	0.00	317,085.35	98.02
<u>EXPENDITURE SUMMARY</u>						
Streets & Alley	<u>323,481</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>323,481.00</u>	<u>100.00</u>
TOTAL EXPENDITURES	323,481	0.00	0.00	0.00	323,481.00	100.00
REVENUE OVER/ (UNDER) EXPENDITURES	0	4,406.83	6,395.65	0.00 (	6,395.65)	0.00

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2024

02 -Street & Alley

% OF YEAR COMPLETED: 16.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Revenues						
=====						
<u>Intergovernmental</u>						
02-00-73400 Gasoline Tax	6,449	595.12	1,189.52	0.00	5,259.48	81.55
02-00-73450 Motor Vehicle License	<u>24,368</u>	<u>2,585.49</u>	<u>2,678.01</u>	<u>0.00</u>	<u>21,689.99</u>	<u>89.01</u>
TOTAL Intergovernmental	30,817	3,180.61	3,867.53	0.00	26,949.47	87.45
<u>Investment Earnings</u>						
02-00-78500 Interest Income	<u>12,664</u>	<u>1,226.22</u>	<u>2,528.12</u>	<u>0.00</u>	<u>10,135.88</u>	<u>80.04</u>
TOTAL Investment Earnings	12,664	1,226.22	2,528.12	0.00	10,135.88	80.04
<u>Fund Balance Carryover</u>						
02-00-79800 Carryover	<u>280,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>280,000.00</u>	<u>100.00</u>
TOTAL Fund Balance Carryover	<u>280,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>280,000.00</u>	<u>100.00</u>
TOTAL Revenues	323,481	4,406.83	6,395.65	0.00	317,085.35	98.02
TOTAL REVENUE	323,481	4,406.83	6,395.65	0.00	317,085.35	98.02

02 -Street & Alley

% OF YEAR COMPLETED: 16.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Streets & Alley =====						
Material and Supplies						
Other Services						
02-09-85800 Contingency	323,481	0.00	0.00	0.00	323,481.00	100.00
TOTAL Other Services	323,481	0.00	0.00	0.00	323,481.00	100.00
TOTAL Streets & Alley	323,481	0.00	0.00	0.00	323,481.00	100.00
TOTAL EXPENDITURES	323,481	0.00	0.00	0.00	323,481.00	100.00
REVENUE OVER/ (UNDER) EXPENDITURES	0	4,406.83	6,395.65	0.00 (	6,395.65)	0.00

03 -Designated Fds-Fire & Gen
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Revenues	<u>1,160</u>	<u>5.45</u>	<u>11.30</u>	<u>0.00</u>	<u>1,148.70</u>	<u>99.03</u>
TOTAL REVENUES	1,160	5.45	11.30	0.00	1,148.70	99.03
<u>EXPENDITURE SUMMARY</u>						
Fire Department	<u>1,160</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,160.00</u>	<u>100.00</u>
TOTAL EXPENDITURES	1,160	0.00	0.00	0.00	1,160.00	100.00
REVENUE OVER/ (UNDER) EXPENDITURES	0	5.45	11.30	0.00 (	11.30)	0.00

03 -Designated Fds-Fire & Gen

% OF YEAR COMPLETED: 16.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Revenues						
=====						
<u>Investment Earnings</u>						
03-00-78500 Interest Income	<u>0</u>	<u>5.45</u>	<u>11.30</u>	<u>0.00</u>	(<u>11.30</u>)	<u>0.00</u>
TOTAL Investment Earnings	0	5.45	11.30	0.00	(11.30)	0.00
<u>Miscellaneous Revenue</u>						
03-00-79507 Revenue - Fire	<u>60</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>60.00</u>	<u>100.00</u>
TOTAL Miscellaneous Revenue	60	0.00	0.00	0.00	60.00	100.00
<u>Fund Balance Carryover</u>						
03-00-79806 Carryover	<u>1,100</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,100.00</u>	<u>100.00</u>
TOTAL Fund Balance Carryover	<u>1,100</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,100.00</u>	<u>100.00</u>
TOTAL Revenues	1,160	5.45	11.30	0.00	1,148.70	99.03
TOTAL REVENUE	1,160	5.45	11.30	0.00	1,148.70	99.03

03 -Designated Fds-Fire & Gen

% OF YEAR COMPLETED: 16.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Police Department =====						
Material and Supplies	_____	_____	_____	_____	_____	_____
Other Services	_____	_____	_____	_____	_____	_____
Fire Department =====						
Material and Supplies						
03-07-83000 Material & Supplies	<u>1,160</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,160.00</u>	<u>100.00</u>
TOTAL Material and Supplies	1,160	0.00	0.00	0.00	1,160.00	100.00
Other Services	_____	_____	_____	_____	_____	_____
Capital Projects	_____	_____	_____	_____	_____	_____
TOTAL Fire Department	1,160	0.00	0.00	0.00	1,160.00	100.00
Public Works =====						
Material and Supplies	_____	_____	_____	_____	_____	_____
Other Services	_____	_____	_____	_____	_____	_____
General Government =====						
Material and Supplies	_____	_____	_____	_____	_____	_____
TOTAL EXPENDITURES	1,160	0.00	0.00	0.00	1,160.00	100.00
REVENUE OVER/ (UNDER) EXPENDITURES	0	5.45	11.30	0.00 (	11.30)	0.00

04 -Designated Funds-Police
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Revenues	<u>48,400</u>	<u>176.80</u>	<u>366.57</u>	<u>0.00</u>	<u>48,033.43</u>	<u>99.24</u>
TOTAL REVENUES	48,400	176.80	366.57	0.00	48,033.43	99.24
<u>EXPENDITURE SUMMARY</u>						
Police Department	<u>48,400</u>	<u>5,522.39</u>	<u>5,522.39</u>	<u>0.00</u>	<u>42,877.61</u>	<u>88.59</u>
TOTAL EXPENDITURES	48,400	5,522.39	5,522.39	0.00	42,877.61	88.59
REVENUE OVER/ (UNDER) EXPENDITURES	0 (	5,345.59) (	5,155.82)	0.00	5,155.82	0.00

04 -Designated Funds-Police

% OF YEAR COMPLETED: 16.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Revenues						
=====						
<u>Investment Earnings</u>						
04-00-78500 Interest Income	<u>0</u>	<u>176.80</u>	<u>366.57</u>	<u>0.00</u>	(<u>366.57</u>)	<u>0.00</u>
TOTAL Investment Earnings	0	176.80	366.57	0.00	(366.57)	0.00
<u>Miscellaneous Revenue</u>						
04-00-79506 Revenue - Police	<u>2,400</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,400.00</u>	<u>100.00</u>
TOTAL Miscellaneous Revenue	2,400	0.00	0.00	0.00	2,400.00	100.00
<u>Fund Balance Carryover</u>						
04-00-79806 Carryover - Police Dept	<u>46,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>46,000.00</u>	<u>100.00</u>
TOTAL Fund Balance Carryover	<u>46,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>46,000.00</u>	<u>100.00</u>
TOTAL Revenues	48,400	176.80	366.57	0.00	48,033.43	99.24
TOTAL REVENUE	48,400	176.80	366.57	0.00	48,033.43	99.24

04 -Designated Funds-Police

% OF YEAR COMPLETED: 16.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Police Department =====						
Material and Supplies						
04-06-83000 Material & Supplies	<u>48,400</u>	<u>5,522.39</u>	<u>5,522.39</u>	<u>0.00</u>	<u>42,877.61</u>	<u>88.59</u>
TOTAL Material and Supplies	48,400	5,522.39	5,522.39	0.00	42,877.61	88.59
Other Services	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
TOTAL Police Department	48,400	5,522.39	5,522.39	0.00	42,877.61	88.59
TOTAL EXPENDITURES	48,400	5,522.39	5,522.39	0.00	42,877.61	88.59
REVENUE OVER/ (UNDER) EXPENDITURES	0 (	5,345.59) (	5,155.82)	0.00	5,155.82	0.00

05 -Designated Funds-PW
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Revenues	<u>21,535</u>	<u>93.12</u>	<u>193.07</u>	<u>0.00</u>	<u>21,341.93</u>	<u>99.10</u>
TOTAL REVENUES	21,535	93.12	193.07	0.00	21,341.93	99.10
<u>EXPENDITURE SUMMARY</u>						
Public Works	<u>21,535</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>21,535.00</u>	<u>100.00</u>
TOTAL EXPENDITURES	21,535	0.00	0.00	0.00	21,535.00	100.00
REVENUE OVER/ (UNDER) EXPENDITURES	0	93.12	193.07	0.00 (	193.07)	0.00

05 -Designated Funds-PW

% OF YEAR COMPLETED: 16.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Revenues						
=====						
<u>Investment Earnings</u>						
05-00-78500 Interest Income	<u>0</u>	<u>93.12</u>	<u>193.07</u>	<u>0.00</u>	(<u>193.07</u>)	<u>0.00</u>
TOTAL Investment Earnings	0	93.12	193.07	0.00	(193.07)	0.00
<u>Miscellaneous Revenue</u>						
05-00-79512 Revenue - Public Works	<u>2,200</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,200.00</u>	<u>100.00</u>
TOTAL Miscellaneous Revenue	2,200	0.00	0.00	0.00	2,200.00	100.00
<u>Fund Balance Carryover</u>						
05-00-79813 Animal Welfare Carryover	<u>19,335</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>19,335.00</u>	<u>100.00</u>
TOTAL Fund Balance Carryover	19,335	0.00	0.00	0.00	19,335.00	100.00
TOTAL Revenues	21,535	93.12	193.07	0.00	21,341.93	99.10
TOTAL REVENUE	21,535	93.12	193.07	0.00	21,341.93	99.10

05 -Designated Funds-PW

% OF YEAR COMPLETED: 16.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Public Works						
=====						
Material and Supplies						
05-12-83000 Material & Supplies	2,200	0.00	0.00	0.00	2,200.00	100.00
05-12-83013 Animal Welfare	<u>19,335</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>19,335.00</u>	<u>100.00</u>
TOTAL Material and Supplies	21,535	0.00	0.00	0.00	21,535.00	100.00
TOTAL Public Works	21,535	0.00	0.00	0.00	21,535.00	100.00
TOTAL EXPENDITURES	21,535	0.00	0.00	0.00	21,535.00	100.00
REVENUE OVER/ (UNDER) EXPENDITURES	0	93.12	193.07	0.00 (	193.07)	0.00

06 -Municipal Authority
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Municipal Auth Revenue	<u>6,242,427</u>	<u>664,944.88</u>	<u>1,366,690.47</u>	<u>0.00</u>	<u>4,875,736.06</u>	<u>78.11</u>
TOTAL REVENUES	6,242,427	664,944.88	1,366,690.47	0.00	4,875,736.06	78.11
<u>EXPENDITURE SUMMARY</u>						
Municipal Authority	5,142,426	447,711.88	949,023.87	4,328.87	4,189,072.79	81.46
General Government	<u>1,100,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,100,000.00</u>	<u>100.00</u>
TOTAL EXPENDITURES	6,242,426	447,711.88	949,023.87	4,328.87	5,289,072.79	84.73
REVENUE OVER/ (UNDER) EXPENDITURES	1	217,233.00	417,666.60 (	4,328.87) (	413,336.73)	3,673.00-

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2024

06 -Municipal Authority

% OF YEAR COMPLETED: 16.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>Municipal Auth Revenue</u> =====						
<u>Water</u>						
06-00-75300 Water Revenue	<u>3,532,007</u>	<u>501,004.87</u>	<u>1,027,056.35</u>	<u>0.00</u>	<u>2,504,950.65</u>	<u>70.92</u>
TOTAL Water	3,532,007	501,004.87	1,027,056.35	0.00	2,504,950.65	70.92
<u>Wastewater</u>						
06-00-75700 Sewer Revenue	341,396	35,464.96	72,213.34	0.00	269,182.66	78.85
06-00-75800 OKC Sewer Charges Revenue	<u>1,039,531</u>	<u>118,336.35</u>	<u>243,575.75</u>	<u>0.00</u>	<u>795,955.25</u>	<u>76.57</u>
TOTAL Wastewater	1,380,927	153,801.31	315,789.09	0.00	1,065,137.91	77.13
<u>Water Taps</u>						
06-00-75900 Water Tap Revenue	<u>26,312</u>	<u>2,700.00</u>	<u>10,125.00</u>	<u>0.00</u>	<u>16,187.00</u>	<u>61.52</u>
TOTAL Water Taps	26,312	2,700.00	10,125.00	0.00	16,187.00	61.52
<u>Fines & Forfeits</u>						
06-00-76000 MXU Installation	<u>320</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>320.00</u>	<u>100.00</u>
TOTAL Fines & Forfeits	320	0.00	0.00	0.00	320.00	100.00
<u>Penalties</u>						
06-00-77750 Penalty Charges	<u>14,662</u>	<u>1,975.03</u>	<u>3,477.11</u>	<u>0.00</u>	<u>11,184.89</u>	<u>76.28</u>
TOTAL Penalties	14,662	1,975.03	3,477.11	0.00	11,184.89	76.28
<u>Investment Earnings</u>						
06-00-78200 Interest Income	<u>146,747</u>	<u>5,438.67</u>	<u>10,167.92</u>	<u>0.00</u>	<u>136,579.08</u>	<u>93.07</u>
TOTAL Investment Earnings	146,747	5,438.67	10,167.92	0.00	136,579.08	93.07
<u>Miscellaneous Revenue</u>						
06-00-79100 Misc Income	<u>1,742</u>	<u>25.00</u>	<u>75.00</u>	<u>0.00</u>	<u>1,667.00</u>	<u>95.69</u>
TOTAL Miscellaneous Revenue	1,742	25.00	75.00	0.00	1,667.00	95.69
<u>Fund Balance Carryover</u>						
06-00-79800 Carryover	<u>1,139,710</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,139,709.53</u>	<u>100.00</u>
TOTAL Fund Balance Carryover	<u>1,139,710</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,139,709.53</u>	<u>100.00</u>
TOTAL Municipal Auth Revenue	6,242,427	664,944.88	1,366,690.47	0.00	4,875,736.06	78.11
TOTAL REVENUE	6,242,427	664,944.88	1,366,690.47	0.00	4,875,736.06	78.11

06 -Municipal Authority

% OF YEAR COMPLETED: 16.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
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Mun Auth Engineering
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Other Services

Municipal Authority
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Personnel Services

06-12-80100 Salary	717,100	60,117.87	154,244.27	0.00	562,855.68	78.49
06-12-80200 Overtime	9,000	3,557.29	4,197.62	0.00	4,802.38	53.36
06-12-80300 FICA/Medicare	64,759	4,939.24	12,222.56	0.00	52,536.14	81.13
06-12-80400 Dental Insurance	6,202	516.80	1,033.60	0.00	5,168.40	83.33
06-12-80500 Health Insurance	102,243	9,639.45	19,278.90	0.00	82,964.10	81.14
06-12-80600 Workers Comp	20,398	0.00	5,084.80	0.00	15,313.20	75.07
06-12-80700 Unemployment	3,004	0.00	888.47	0.00	2,115.53	70.42
06-12-80800 OMRP Pension	58,064	5,160.01	12,771.35	0.00	45,292.53	78.00
06-12-80900 Stand by Pay	8,000	825.00	1,200.00	0.00	6,800.00	85.00
06-12-81100 Uniform Rental	7,500	727.04	1,634.58	0.00	5,865.42	78.21
06-12-81200 Medical Exams	500	0.00	48.00	0.00	452.00	90.40
TOTAL Personnel Services	996,770	85,482.70	212,604.15	0.00	784,165.38	78.67

Material and Supplies

06-12-83000 Materials & Supplies	45,000	3,700.33	7,880.48	4,328.87	32,790.65	72.87
06-12-83200 Office Supplies	2,200	576.52	576.52	0.00	1,623.48	73.79
06-12-83300 Minor Tools	2,000	69.32	69.32	0.00	1,930.68	96.53
06-12-83400 Lab Chemicals	5,000	67.55	1,064.62	0.00	3,935.38	78.71
06-12-83500 Safety Supplies	3,000	175.31	325.31	0.00	2,674.69	89.16
06-12-83700 Misc Supplies	500	0.00	3.45	0.00	496.55	99.31
TOTAL Material and Supplies	57,700	4,589.03	9,919.70	4,328.87	43,451.43	75.31

Other Services

06-12-84000 Equipment Maintenance	10,000	0.00	245.45	0.00	9,754.55	97.55
06-12-84100 Vehicle Maintenance	15,000	1,577.09	5,543.38	0.00	9,456.62	63.04
06-12-84300 Training & Membership	8,000	175.26	3,939.07	0.00	4,060.93	50.76
06-12-84400 Software Agreements	10,590	0.00	13,055.39	0.00 (	2,465.39)	23.28-
06-12-84500 Well Maintenance	40,000	18,446.78	18,446.78	0.00	21,553.22	53.88
06-12-84550 Water Quality Testing	18,000	120.00	240.00	0.00	17,760.00	98.67
06-12-84600 Equipment Rental	2,000	0.00	0.00	0.00	2,000.00	100.00
06-12-84650 Lease Agreements	77,212	0.00	13,775.00	0.00	63,437.00	82.16
06-12-84700 Telephone	24,127	1,238.34	3,296.85	0.00	20,830.15	86.34
06-12-84800 Utilities	285,000	30,497.01	60,340.33	0.00	224,659.67	78.83
06-12-84900 Fuel	30,000	3,990.73	3,990.73	0.00	26,009.27	86.70
06-12-84950 Printing & Processing - Uti	16,000	107.53	1,482.10	0.00	14,517.90	90.74
06-12-85350 Emergency Repairs	2,500	0.00	0.00	0.00	2,500.00	100.00
06-12-86400 Auditing Fees	36,013	562.50	600.00	0.00	35,413.00	98.33
06-12-87700 OKC Sewer Charges	765,000	71,882.08	143,459.28	0.00	621,540.72	81.25

06 -Municipal Authority

% OF YEAR COMPLETED: 16.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
06-12-87800 Leasehold Transfer	<u>2,671,678</u>	<u>222,639.83</u>	<u>445,279.66</u>	<u>0.00</u>	<u>2,226,398.34</u>	<u>83.33</u>
TOTAL Other Services	4,011,120	351,237.15	713,694.02	0.00	3,297,425.98	82.21
<u>Transfers Out</u>						
06-12-99000 Transfer to CIP (Depreciati	<u>76,836</u>	<u>6,403.00</u>	<u>12,806.00</u>	<u>0.00</u>	<u>64,030.00</u>	<u>83.33</u>
TOTAL Transfers Out	76,836	6,403.00	12,806.00	0.00	64,030.00	83.33
TOTAL Municipal Authority	5,142,426	447,711.88	949,023.87	4,328.87	4,189,072.79	81.46
General Government						
=====						
<u>Personnel Services</u>						
<u>Transfers Out</u>						
06-13-99900 Transfer out to other funds	<u>1,100,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,100,000.00</u>	<u>100.00</u>
TOTAL Transfers Out	1,100,000	0.00	0.00	0.00	1,100,000.00	100.00
TOTAL General Government	1,100,000	0.00	0.00	0.00	1,100,000.00	100.00
TOTAL EXPENDITURES	6,242,426	447,711.88	949,023.87	4,328.87	5,289,072.79	84.73
REVENUE OVER/ (UNDER) EXPENDITURES	1	217,233.00	417,666.60 (	4,328.87) (	413,336.73)	3,673.00-

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2024

07 -General Fund - CIP
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Gen Fund - CIP Revenue	<u>5,666,071</u>	<u>47,497.30</u>	<u>86,290.75</u>	<u>0.00</u>	<u>5,579,780.25</u>	<u>98.48</u>
TOTAL REVENUES	5,666,071	47,497.30	86,290.75	0.00	5,579,780.25	98.48
<u>EXPENDITURE SUMMARY</u>						
City Manager/Clerk	84,400	0.00	0.00	0.00	84,400.00	100.00
Police Department	882,884	0.00	0.00	24,000.00	858,884.00	97.28
Fire Department	932,383	1,350.00	1,350.00	615,009.06	316,023.94	33.89
Streets	160,186	0.00	0.00	22,320.72	137,865.28	86.07
Sanitation	517,393	0.00	0.00	295,187.00	222,206.00	42.95
Parks Department	1,873,253	0.00	513,158.00	0.00	1,360,095.00	72.61
Public Works Admin	60,417	0.00	0.00	0.00	60,417.00	100.00
General Government	500,000	0.00	0.00	0.00	500,000.00	100.00
Code Department	255,234	0.00	0.00	87,530.00	167,704.00	65.71
Risk Manager	86,030	0.00	0.00	0.00	86,030.00	100.00
Information Systems Mgr	<u>313,889</u>	<u>0.00</u>	<u>8,105.34</u>	<u>0.00</u>	<u>305,783.66</u>	<u>97.42</u>
TOTAL EXPENDITURES	5,666,069	1,350.00	522,613.34	1,044,046.78	4,099,408.88	72.35
REVENUE OVER/ (UNDER) EXPENDITURES	2	46,147.30 (	436,322.59) (	1,044,046.78)	1,480,371.37	8,568.50

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2024

07 -General Fund - CIP

% OF YEAR COMPLETED: 16.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Gen Fund - CIP Revenue						
=====						
<u>Intergovernmental</u>						
07-00-73950 Resale of Property	<u>0</u>	<u>8,790.00</u>	<u>8,790.00</u>	<u>0.00</u>	(<u>8,790.00</u>)	<u>0.00</u>
TOTAL Intergovernmental	0	8,790.00	8,790.00	0.00	(8,790.00)	0.00
<u>Investment Earnings</u>						
07-00-78500 Interest Earnings	<u>0</u>	<u>3,371.22</u>	<u>6,828.59</u>	<u>0.00</u>	(<u>6,828.59</u>)	<u>0.00</u>
TOTAL Investment Earnings	0	3,371.22	6,828.59	0.00	(6,828.59)	0.00
<u>Fund Balance Carryover</u>						
07-00-79800 Carryover	<u>4,742,038</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>4,742,038.00</u>	<u>100.00</u>
TOTAL Fund Balance Carryover	4,742,038	0.00	0.00	0.00	4,742,038.00	100.00
<u>Transfers</u>						
07-00-79920 Deprecation Transfers In	<u>924,033</u>	<u>35,336.08</u>	<u>70,672.16</u>	<u>0.00</u>	<u>853,360.84</u>	<u>92.35</u>
TOTAL Transfers	<u>924,033</u>	<u>35,336.08</u>	<u>70,672.16</u>	<u>0.00</u>	<u>853,360.84</u>	<u>92.35</u>
TOTAL Gen Fund - CIP Revenue	5,666,071	47,497.30	86,290.75	0.00	5,579,780.25	98.48
TOTAL REVENUE	5,666,071	47,497.30	86,290.75	0.00	5,579,780.25	98.48

07 -General Fund - CIP

% OF YEAR COMPLETED: 16.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
City Manager/Clerk =====						
Capital Projects						
07-02-88200 Capital Imp-Furniture	10,380	0.00	0.00	0.00	10,380.00	100.00
07-02-88400 Capital Imp-Software	37,489	0.00	0.00	0.00	37,489.00	100.00
07-02-88500 Capital Imp-Equipment	<u>36,531</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>36,531.00</u>	<u>100.00</u>
TOTAL Capital Projects	84,400	0.00	0.00	0.00	84,400.00	100.00
TOTAL City Manager/Clerk	84,400	0.00	0.00	0.00	84,400.00	100.00
Municipal Court =====						
Capital Projects						
Police Department =====						
Capital Projects						
07-06-88100 Capital Outlay - Vehicles	619,381	0.00	0.00	0.00	619,381.00	100.00
07-06-88200 Capital Imp-Furniture	7,486	0.00	0.00	0.00	7,486.00	100.00
07-06-88400 Capital Imp-Software	15,780	0.00	0.00	0.00	15,780.00	100.00
07-06-88500 Capital Imp-Equipment	90,137	0.00	0.00	0.00	90,137.00	100.00
07-06-88600 Capital Imp-Radios	127,244	0.00	0.00	24,000.00	103,244.00	81.14
07-06-88700 Capital Imp-Guns	<u>22,856</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>22,856.00</u>	<u>100.00</u>
TOTAL Capital Projects	882,884	0.00	0.00	24,000.00	858,884.00	97.28
TOTAL Police Department	882,884	0.00	0.00	24,000.00	858,884.00	97.28
Fire Department =====						
Capital Projects						
07-07-88100 Capital Outlay - Vehicles	262,278	0.00	0.00	0.00	262,278.00	100.00
07-07-88150 FIRE TRUCK RESERVE	397,807	0.00	0.00	615,009.06 (	217,202.06)	54.60-
07-07-88200 Capital Imp-Furniture	71,902	0.00	0.00	0.00	71,902.00	100.00
07-07-88400 Capital Imp-Software	5,407	0.00	0.00	0.00	5,407.00	100.00
07-07-88500 Capital Imp-Equipment	65,024	1,350.00	1,350.00	0.00	63,674.00	97.92
07-07-88600 Capital Imp-Radios	13,701	0.00	0.00	0.00	13,701.00	100.00
07-07-88800 Capital Imp-Medical	38,411	0.00	0.00	0.00	38,411.00	100.00
07-07-88900 Capital Imp-SCBA	57,610	0.00	0.00	0.00	57,610.00	100.00
07-07-89100 Capital Imp - Fire Hose	<u>20,243</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>20,243.00</u>	<u>100.00</u>
TOTAL Capital Projects	932,383	1,350.00	1,350.00	615,009.06	316,023.94	33.89
TOTAL Fire Department	932,383	1,350.00	1,350.00	615,009.06	316,023.94	33.89

07 -General Fund - CIP

% OF YEAR COMPLETED: 16.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Streets =====						
<u>Capital Projects</u>						
07-09-88100 Capital Outlay - Vehicles	45,971	0.00	0.00	0.00	45,971.00	100.00
07-09-88500 Capital Imp-Equipment	99,614	0.00	0.00	22,320.72	77,293.28	77.59
07-09-89200 Capital Imp-Monument Entry	<u>14,601</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>14,601.00</u>	<u>100.00</u>
TOTAL Capital Projects	160,186	0.00	0.00	22,320.72	137,865.28	86.07
TOTAL Streets	160,186	0.00	0.00	22,320.72	137,865.28	86.07
 Sanitation =====						
<u>Capital Projects</u>						
07-10-88100 Capital Imp - Vehicles	493,218	0.00	0.00	295,187.00	198,031.00	40.15
07-10-88500 Equipment	<u>24,175</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>24,175.00</u>	<u>100.00</u>
TOTAL Capital Projects	517,393	0.00	0.00	295,187.00	222,206.00	42.95
TOTAL Sanitation	517,393	0.00	0.00	295,187.00	222,206.00	42.95
 Parks Department =====						
<u>Capital Projects</u>						
07-11-88000 Capital Outlay	1,766,536	0.00	513,158.00	0.00	1,253,378.00	70.95
07-11-88500 Capital Imp-Equipment	<u>106,717</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>106,717.00</u>	<u>100.00</u>
TOTAL Capital Projects	1,873,253	0.00	513,158.00	0.00	1,360,095.00	72.61
TOTAL Parks Department	1,873,253	0.00	513,158.00	0.00	1,360,095.00	72.61
 Public Works Admin =====						
<u>Capital Projects</u>						
07-12-88100 Capital Outlay - Vehicles	15,680	0.00	0.00	0.00	15,680.00	100.00
07-12-88200 Furniture	32,351	0.00	0.00	0.00	32,351.00	100.00
07-12-88500 Capital Imp-Equipment	<u>12,386</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>12,386.00</u>	<u>100.00</u>
TOTAL Capital Projects	60,417	0.00	0.00	0.00	60,417.00	100.00
TOTAL Public Works Admin	60,417	0.00	0.00	0.00	60,417.00	100.00

07 -General Fund - CIP

% OF YEAR COMPLETED: 16.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
General Government =====						
<u>Other Services</u>						
<u>Capital Projects</u>						
07-13-88000 Capital Outlay	500,000	0.00	0.00	0.00	500,000.00	100.00
TOTAL Capital Projects	500,000	0.00	0.00	0.00	500,000.00	100.00
TOTAL General Government	500,000	0.00	0.00	0.00	500,000.00	100.00
Code Department =====						
<u>Capital Projects</u>						
07-14-88100 Capital Outlay - Vehicles	234,284	0.00	0.00	87,530.00	146,754.00	62.64
07-14-88400 Capital Imp-Software	20,950	0.00	0.00	0.00	20,950.00	100.00
TOTAL Capital Projects	255,234	0.00	0.00	87,530.00	167,704.00	65.71
TOTAL Code Department	255,234	0.00	0.00	87,530.00	167,704.00	65.71
Risk Manager =====						
<u>Capital Projects</u>						
07-15-88100 Capital Outlay - Vehicles	70,639	0.00	0.00	0.00	70,639.00	100.00
07-15-88200 Capital Imp-Furniture	1,604	0.00	0.00	0.00	1,604.00	100.00
07-15-88500 Capital Imp-Equipment	13,787	0.00	0.00	0.00	13,787.00	100.00
TOTAL Capital Projects	86,030	0.00	0.00	0.00	86,030.00	100.00
TOTAL Risk Manager	86,030	0.00	0.00	0.00	86,030.00	100.00
Information Systems Mgr =====						
<u>Capital Projects</u>						
07-16-88000 Building	23,000	0.00	0.00	0.00	23,000.00	100.00
07-16-88200 Capital Imp-Furniture	11,986	0.00	0.00	0.00	11,986.00	100.00
07-16-88300 Capital Imp-Computers	67,059	0.00	8,105.34	0.00	58,953.66	87.91
07-16-88400 Capital Outlay - Software	12,517	0.00	0.00	0.00	12,517.00	100.00
07-16-88500 Capital Imp-Equipment	198,136	0.00	0.00	0.00	198,136.00	100.00
07-16-88600 Radios	1,191	0.00	0.00	0.00	1,191.00	100.00
TOTAL Capital Projects	313,889	0.00	8,105.34	0.00	305,783.66	97.42
TOTAL Information Systems Mgr	313,889	0.00	8,105.34	0.00	305,783.66	97.42

07 -General Fund - CIP

% OF YEAR COMPLETED: 16.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
TOTAL EXPENDITURES	5,666,069	1,350.00	522,613.34	1,044,046.78	4,099,408.88	72.35
REVENUE OVER/ (UNDER) EXPENDITURES	2	46,147.30 (	436,322.59) (	1,044,046.78)	1,480,371.37	8,568.50

08 -Sinking Fund
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Undesignated	<u>6,493,638</u>	<u>31,812.20</u>	<u>41,100.25</u>	<u>0.00</u>	<u>6,452,537.75</u>	<u>99.37</u>
TOTAL REVENUES	6,493,638	31,812.20	41,100.25	0.00	6,452,537.75	99.37
<u>EXPENDITURE SUMMARY</u>						
General Government	<u>6,493,638</u>	<u>79.15</u>	<u>372.05</u>	<u>0.00</u>	<u>6,493,265.95</u>	<u>99.99</u>
TOTAL EXPENDITURES	6,493,638	79.15	372.05	0.00	6,493,265.95	99.99
REVENUE OVER/ (UNDER) EXPENDITURES	0	31,733.05	40,728.20	0.00 (	40,728.20)	0.00

08 -Sinking Fund

% OF YEAR COMPLETED: 16.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Undesignated =====						
<u>Property Tax Spec Purpos</u>						
08-00-71650 Ad Valorem Tax Revenue	<u>6,393,638</u>	<u>30,186.94</u>	<u>37,925.68</u>	<u>0.00</u>	<u>6,355,712.32</u>	<u>99.41</u>
TOTAL Property Tax Spec Purpos	6,393,638	30,186.94	37,925.68	0.00	6,355,712.32	99.41
<u>Investment Earnings</u>						
08-00-78500 Interest Earned	<u>40,000</u>	<u>1,625.26</u>	<u>3,174.57</u>	<u>0.00</u>	<u>36,825.43</u>	<u>92.06</u>
TOTAL Investment Earnings	40,000	1,625.26	3,174.57	0.00	36,825.43	92.06
<u>Miscellaneous Revenue</u>						
<u>Fund Balance Carryover</u>						
08-00-79800 Carryover	<u>60,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>60,000.00</u>	<u>100.00</u>
TOTAL Fund Balance Carryover	<u>60,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>60,000.00</u>	<u>100.00</u>
TOTAL Undesignated	6,493,638	31,812.20	41,100.25	0.00	6,452,537.75	99.37
TOTAL REVENUE	6,493,638	31,812.20	41,100.25	0.00	6,452,537.75	99.37

08 -Sinking Fund

% OF YEAR COMPLETED: 16.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
General Government						
=====						
<u>Other Services</u>						
08-13-85400 Bank Charges	<u>850</u>	<u>79.15</u>	<u>372.05</u>	<u>0.00</u>	<u>477.95</u>	<u>56.23</u>
TOTAL Other Services	850	79.15	372.05	0.00	477.95	56.23
<u>Capital Projects</u>						
08-13-91000 Principle Payments - GO Bon	4,910,000	0.00	0.00	0.00	4,910,000.00	100.00
08-13-92000 Interest Payments on GO Bon	1,579,938	0.00	0.00	0.00	1,579,938.00	100.00
08-13-93000 Fiscal Charges - Trustee	<u>2,850</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,850.00</u>	<u>100.00</u>
TOTAL Capital Projects	6,492,788	0.00	0.00	0.00	6,492,788.00	100.00
TOTAL General Government	6,493,638	79.15	372.05	0.00	6,493,265.95	99.99
TOTAL EXPENDITURES	6,493,638	79.15	372.05	0.00	6,493,265.95	99.99
REVENUE OVER/ (UNDER) EXPENDITURES	0	31,733.05	40,728.20	0.00 (	40,728.20)	0.00

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2024

09 -Meter Deposits
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
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REVENUE SUMMARY

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09 -Meter Deposits

% OF YEAR COMPLETED: 16.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Undesignated =====						
<u>Investment Earnings</u>	=====	=====	=====	=====	=====	=====

10 -911 Fund
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
911 Fund Revenues	<u>97,776</u>	<u>2,258.84</u>	<u>4,524.37</u>	<u>0.00</u>	<u>93,251.63</u>	<u>95.37</u>
TOTAL REVENUES	97,776	2,258.84	4,524.37	0.00	93,251.63	95.37
<u>EXPENDITURE SUMMARY</u>						
911 Association	<u>97,776</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>97,776.00</u>	<u>100.00</u>
TOTAL EXPENDITURES	97,776	0.00	0.00	0.00	97,776.00	100.00
REVENUE OVER/ (UNDER) EXPENDITURES	0	2,258.84	4,524.37	0.00 (	4,524.37)	0.00

10 -911 Fund							% OF YEAR COMPLETED: 16.67
REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING	
911 Fund Revenues =====							
<u>Property Tax Spec Purpos</u>							
10-00-71800 911 ASSOCIATION	<u>8,000</u>	<u>1,860.18</u>	<u>3,706.14</u>	<u>0.00</u>	<u>4,293.86</u>	<u>53.67</u>	
TOTAL Property Tax Spec Purpos	8,000	1,860.18	3,706.14	0.00	4,293.86	53.67	
<u>Investment Earnings</u>							
10-00-78500 Interest Income	<u>3,776</u>	<u>398.66</u>	<u>818.23</u>	<u>0.00</u>	<u>2,957.77</u>	<u>78.33</u>	
TOTAL Investment Earnings	3,776	398.66	818.23	0.00	2,957.77	78.33	
<u>Fund Balance Carryover</u>							
10-00-79800 Carryover	<u>86,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>86,000.00</u>	<u>100.00</u>	
TOTAL Fund Balance Carryover	<u>86,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>86,000.00</u>	<u>100.00</u>	
TOTAL 911 Fund Revenues	97,776	2,258.84	4,524.37	0.00	93,251.63	95.37	
TOTAL REVENUE	97,776	2,258.84	4,524.37	0.00	93,251.63	95.37	

10 -911 Fund

% OF YEAR COMPLETED: 16.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
General Government =====						
Material and Supplies	_____	_____	_____	_____	_____	_____
Other Services	_____	_____	_____	_____	_____	_____
911 Association =====						
Other Services						
10-26-85800 Contingency	<u>97,776</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>97,776.00</u>	<u>100.00</u>
TOTAL Other Services	97,776	0.00	0.00	0.00	97,776.00	100.00
TOTAL 911 Association	97,776	0.00	0.00	0.00	97,776.00	100.00
TOTAL EXPENDITURES	97,776	0.00	0.00	0.00	97,776.00	100.00
REVENUE OVER/ (UNDER) EXPENDITURES	0	2,258.84	4,524.37	0.00 (	4,524.37)	0.00

11 -Impound Fee Police Fund
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Impound Fee Fund	<u>48,919</u>	<u>888.70</u>	<u>1,888.11</u>	<u>0.00</u>	<u>47,030.89</u>	<u>96.14</u>
TOTAL REVENUES	48,919	888.70	1,888.11	0.00	47,030.89	96.14
<u>EXPENDITURE SUMMARY</u>						
Police Dept	<u>48,919</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>48,919.00</u>	<u>100.00</u>
TOTAL EXPENDITURES	48,919	0.00	0.00	0.00	48,919.00	100.00
REVENUE OVER/ (UNDER) EXPENDITURES	0	888.70	1,888.11	0.00 (	1,888.11)	0.00

11 -Impound Fee Police Fund

% OF YEAR COMPLETED: 16.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Impound Fee Fund						
=====						
<u>Fines & Forfeits</u>						
11-00-76350 Police Impound Fees	<u>6,080</u>	<u>700.00</u>	<u>1,500.00</u>	<u>0.00</u>	<u>4,580.00</u>	<u>75.33</u>
TOTAL Fines & Forfeits	6,080	700.00	1,500.00	0.00	4,580.00	75.33
<u>Investment Earnings</u>						
11-00-78500 Interest Income	<u>1,839</u>	<u>188.70</u>	<u>388.11</u>	<u>0.00</u>	<u>1,450.89</u>	<u>78.90</u>
TOTAL Investment Earnings	1,839	188.70	388.11	0.00	1,450.89	78.90
<u>Fund Balance Carryover</u>						
11-00-79800 Carryover	<u>41,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>41,000.00</u>	<u>100.00</u>
TOTAL Fund Balance Carryover	<u>41,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>41,000.00</u>	<u>100.00</u>
TOTAL Impound Fee Fund	48,919	888.70	1,888.11	0.00	47,030.89	96.14
TOTAL REVENUE	48,919	888.70	1,888.11	0.00	47,030.89	96.14

11 -Impound Fee Police Fund

% OF YEAR COMPLETED: 16.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Police Dept =====						
Material and Supplies						
Other Services						
11-06-84000 Equipment Maintenance	5,000	0.00	0.00	0.00	5,000.00	100.00
11-06-86850 Software Maintenance	4,000	0.00	0.00	0.00	4,000.00	100.00
11-06-86875 Maintenance - Auto Lic Read	<u>39,919</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>39,919.00</u>	<u>100.00</u>
TOTAL Other Services	48,919	0.00	0.00	0.00	48,919.00	100.00
TOTAL Police Dept	48,919	0.00	0.00	0.00	48,919.00	100.00
TOTAL EXPENDITURES	48,919	0.00	0.00	0.00	48,919.00	100.00
REVENUE OVER/ (UNDER) EXPENDITURES	0	888.70	1,888.11	0.00 (	1,888.11)	0.00

13 -Municipal Authority - CIP
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
NHMA CIP - Revenues	<u>2,441,356</u>	<u>9,582.19</u>	<u>19,368.84</u>	<u>0.00</u>	<u>2,421,987.16</u>	<u>99.21</u>
TOTAL REVENUES	2,441,356	9,582.19	19,368.84	0.00	2,421,987.16	99.21
<u>EXPENDITURE SUMMARY</u>						
General Government	2,406,425	0.00	0.00	43,765.00	2,362,660.00	98.18
Information Systems	<u>34,931</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>34,931.00</u>	<u>100.00</u>
TOTAL EXPENDITURES	2,441,356	0.00	0.00	43,765.00	2,397,591.00	98.21
REVENUE OVER/ (UNDER) EXPENDITURES	0	9,582.19	19,368.84 (	43,765.00)	24,396.16	0.00

13 -Municipal Authority - CIP

% OF YEAR COMPLETED: 16.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
NHMA CIP - Revenues =====						
Intergovernmental	_____	_____	_____	_____	_____	_____
Investment Earnings						
13-00-78500 Interest	<u>0</u>	<u>3,179.19</u>	<u>6,562.84</u>	<u>0.00</u>	(<u>6,562.84</u>)	<u>0.00</u>
TOTAL Investment Earnings	0	3,179.19	6,562.84	0.00	(6,562.84)	0.00
Fund Balance Carryover						
13-00-79800 Carryover	<u>1,264,520</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,264,520.00</u>	<u>100.00</u>
TOTAL Fund Balance Carryover	1,264,520	0.00	0.00	0.00	1,264,520.00	100.00
Transfers						
13-00-79920 Deprecation Transfers In	<u>1,176,836</u>	<u>6,403.00</u>	<u>12,806.00</u>	<u>0.00</u>	<u>1,164,030.00</u>	<u>98.91</u>
TOTAL Transfers	<u>1,176,836</u>	<u>6,403.00</u>	<u>12,806.00</u>	<u>0.00</u>	<u>1,164,030.00</u>	<u>98.91</u>
TOTAL NHMA CIP - Revenues	2,441,356	9,582.19	19,368.84	0.00	2,421,987.16	99.21
TOTAL REVENUE	2,441,356	9,582.19	19,368.84	0.00	2,421,987.16	99.21

13 -Municipal Authority - CIP

% OF YEAR COMPLETED: 16.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
General Government =====						
Capital Projects						
13-12-88100 Vehicles	144,669	0.00	0.00	43,765.00	100,904.00	69.75
13-12-88400 Capital Imp - Software	75,270	0.00	0.00	0.00	75,270.00	100.00
13-12-88500 Capital Imp - Equipment	1,224,296	0.00	0.00	0.00	1,224,296.00	100.00
13-12-88600 Capital Imp - Radios/Commun	8,283	0.00	0.00	0.00	8,283.00	100.00
13-12-89200 Capital Imp-Water Wells	788,049	0.00	0.00	0.00	788,049.00	100.00
13-12-89300 Capital Imp-Paint Water Tow	<u>165,858</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>165,858.00</u>	<u>100.00</u>
TOTAL Capital Projects	2,406,425	0.00	0.00	43,765.00	2,362,660.00	98.18
TOTAL General Government						
	2,406,425	0.00	0.00	43,765.00	2,362,660.00	98.18
Information Systems =====						
Capital Projects						
13-16-88300 Capital Outlay - Computers	<u>34,931</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>34,931.00</u>	<u>100.00</u>
TOTAL Capital Projects	34,931	0.00	0.00	0.00	34,931.00	100.00
TOTAL Information Systems						
	34,931	0.00	0.00	0.00	34,931.00	100.00
TOTAL EXPENDITURES						
	2,441,356	0.00	0.00	43,765.00	2,397,591.00	98.21
REVENUE OVER/ (UNDER) EXPENDITURES	0	9,582.19	19,368.84 (	43,765.00)	24,396.16	0.00

14 -Water Impact Fees Fund
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Water Impact Fee	<u>182,653</u>	<u>1,024.10</u>	<u>4,642.61</u>	<u>0.00</u>	<u>178,010.39</u>	<u>97.46</u>
TOTAL REVENUES	182,653	1,024.10	4,642.61	0.00	178,010.39	97.46
<u>EXPENDITURE SUMMARY</u>						
Water Impact Fee	<u>182,653</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>182,653.00</u>	<u>100.00</u>
TOTAL EXPENDITURES	182,653	0.00	0.00	0.00	182,653.00	100.00
REVENUE OVER/ (UNDER) EXPENDITURES	0	1,024.10	4,642.61	0.00 (	4,642.61)	0.00

14 -Water Impact Fees Fund

% OF YEAR COMPLETED: 16.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Water Impact Fee =====						
<u>Water</u>						
14-00-75350 Water Capacity Charges	<u>15,282</u>	<u>330.00</u>	<u>3,205.00</u>	<u>0.00</u>	<u>12,077.00</u>	<u>79.03</u>
TOTAL Water	15,282	330.00	3,205.00	0.00	12,077.00	79.03
<u>Investment Earnings</u>						
14-00-78500 Interest Income	<u>7,371</u>	<u>694.10</u>	<u>1,437.61</u>	<u>0.00</u>	<u>5,933.39</u>	<u>80.50</u>
TOTAL Investment Earnings	7,371	694.10	1,437.61	0.00	5,933.39	80.50
<u>Fund Balance Carryover</u>						
14-00-79800 Fund Balance Carryover	<u>160,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>160,000.00</u>	<u>100.00</u>
TOTAL Fund Balance Carryover	<u>160,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>160,000.00</u>	<u>100.00</u>
TOTAL Water Impact Fee	182,653	1,024.10	4,642.61	0.00	178,010.39	97.46
TOTAL REVENUE	182,653	1,024.10	4,642.61	0.00	178,010.39	97.46

14 -Water Impact Fees Fund

% OF YEAR COMPLETED: 16.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Water Impact Fee =====						
Material and Supplies	_____	_____	_____	_____	_____	_____
Other Services	_____	_____	_____	_____	_____	_____
Capital Projects						
14-22-89900 Capital - Water System	<u>182,653</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>182,653.00</u>	<u>100.00</u>
TOTAL Capital Projects	182,653	0.00	0.00	0.00	182,653.00	100.00
TOTAL Water Impact Fee	182,653	0.00	0.00	0.00	182,653.00	100.00
TOTAL EXPENDITURES	182,653	0.00	0.00	0.00	182,653.00	100.00
REVENUE OVER/ (UNDER) EXPENDITURES	0	1,024.10	4,642.61	0.00 (	4,642.61)	0.00

15 -Sewer Impact Fee Fund
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Sewer Impact Fee	<u>135,713</u>	<u>497.48</u>	<u>3,794.43</u>	<u>0.00</u>	<u>131,918.57</u>	<u>97.20</u>
TOTAL REVENUES	135,713	497.48	3,794.43	0.00	131,918.57	97.20
<u>EXPENDITURE SUMMARY</u>						
Sewer Impact Fee	<u>135,713</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>135,713.00</u>	<u>100.00</u>
TOTAL EXPENDITURES	135,713	0.00	0.00	0.00	135,713.00	100.00
REVENUE OVER/ (UNDER) EXPENDITURES	0	497.48	3,794.43	0.00 (	3,794.43)	0.00

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2024

15 -Sewer Impact Fee Fund

% OF YEAR COMPLETED: 16.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Sewer Impact Fee =====						
<u>Wastewater</u>						
15-00-75750 Sewer Capacity Charges	<u>17,499</u>	<u>0.00</u>	<u>2,763.00</u>	<u>0.00</u>	<u>14,736.00</u>	<u>84.21</u>
TOTAL Wastewater	17,499	0.00	2,763.00	0.00	14,736.00	84.21
<u>Investment Earnings</u>						
15-00-78500 Interest Income	<u>5,114</u>	<u>497.48</u>	<u>1,031.43</u>	<u>0.00</u>	<u>4,082.57</u>	<u>79.83</u>
TOTAL Investment Earnings	5,114	497.48	1,031.43	0.00	4,082.57	79.83
<u>Fund Balance Carryover</u>						
15-00-79800 Fund Balance Carryover	<u>113,100</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>113,100.00</u>	<u>100.00</u>
TOTAL Fund Balance Carryover	<u>113,100</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>113,100.00</u>	<u>100.00</u>
TOTAL Sewer Impact Fee	135,713	497.48	3,794.43	0.00	131,918.57	97.20
TOTAL REVENUE	135,713	497.48	3,794.43	0.00	131,918.57	97.20

15 -Sewer Impact Fee Fund

% OF YEAR COMPLETED: 16.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Sewer Impact Fee =====						
Material and Supplies						
Other Services						
Capital Projects						
15-23-89900 Capital - Sewer System	135,713	0.00	0.00	0.00	135,713.00	100.00
TOTAL Capital Projects	135,713	0.00	0.00	0.00	135,713.00	100.00
TOTAL Sewer Impact Fee	135,713	0.00	0.00	0.00	135,713.00	100.00
TOTAL EXPENDITURES	135,713	0.00	0.00	0.00	135,713.00	100.00
REVENUE OVER/ (UNDER) EXPENDITURES	0	497.48	3,794.43	0.00 (	3,794.43)	0.00

17 -Drainage Fee Fund
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Revenues	<u>358,042</u>	<u>6,712.37</u>	<u>13,490.78</u>	<u>0.00</u>	<u>344,551.22</u>	<u>96.23</u>
TOTAL REVENUES	358,042	6,712.37	13,490.78	0.00	344,551.22	96.23
<u>EXPENDITURE SUMMARY</u>						
Drainage	<u>358,042</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>358,042.00</u>	<u>100.00</u>
TOTAL EXPENDITURES	358,042	0.00	0.00	0.00	358,042.00	100.00
REVENUE OVER/ (UNDER) EXPENDITURES	0	6,712.37	13,490.78	0.00 (	13,490.78)	0.00

17 -Drainage Fee Fund

% OF YEAR COMPLETED: 16.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Revenues						
=====						
<u>Water</u>						
17-00-75370 Drainage Fee	<u>62,059</u>	<u>5,446.10</u>	<u>10,889.52</u>	<u>0.00</u>	<u>51,169.48</u>	<u>82.45</u>
TOTAL Water	62,059	5,446.10	10,889.52	0.00	51,169.48	82.45
<u>Investment Earnings</u>						
17-00-78500 Interest Income	<u>11,983</u>	<u>1,266.27</u>	<u>2,601.26</u>	<u>0.00</u>	<u>9,381.74</u>	<u>78.29</u>
TOTAL Investment Earnings	11,983	1,266.27	2,601.26	0.00	9,381.74	78.29
<u>Fund Balance Carryover</u>						
17-00-79800 Fund Balance Carryover	<u>284,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>284,000.00</u>	<u>100.00</u>
TOTAL Fund Balance Carryover	284,000	0.00	0.00	0.00	284,000.00	100.00
TOTAL Revenues	358,042	6,712.37	13,490.78	0.00	344,551.22	96.23
TOTAL REVENUE	358,042	6,712.37	13,490.78	0.00	344,551.22	96.23

17 -Drainage Fee Fund

% OF YEAR COMPLETED: 16.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Drainage =====						
Capital Projects						
17-24-89900 Drainage Capital	<u>358,042</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>358,042.00</u>	<u>100.00</u>
TOTAL Capital Projects	358,042	0.00	0.00	0.00	358,042.00	100.00
TOTAL Drainage	358,042	0.00	0.00	0.00	358,042.00	100.00
TOTAL EXPENDITURES	358,042	0.00	0.00	0.00	358,042.00	100.00
REVENUE OVER/ (UNDER) EXPENDITURES	0	6,712.37	13,490.78	0.00 (	13,490.78)	0.00

18 -Health Insurance Fund
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Revenues	<u>1,107,193</u>	<u>11,957.10</u>	<u>196,191.03</u>	<u>0.00</u>	<u>911,001.97</u>	<u>82.28</u>
TOTAL REVENUES	1,107,193	11,957.10	196,191.03	0.00	911,001.97	82.28
<u>EXPENDITURE SUMMARY</u>						
Revenues	2,600	62.23	167.99	0.00	2,432.01	93.54
Expenses	<u>1,104,593</u>	<u>162,505.59</u>	<u>350,596.11</u>	<u>0.00</u>	<u>753,996.89</u>	<u>68.26</u>
TOTAL EXPENDITURES	1,107,193	162,567.82	350,764.10	0.00	756,428.90	68.32
REVENUE OVER/ (UNDER) EXPENDITURES	0 (	150,610.72) (	154,573.07)	0.00	154,573.07	0.00

18 -Health Insurance Fund

% OF YEAR COMPLETED: 16.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Revenues						
=====						
<u>Investment Earnings</u>						
18-00-78500 Interest Income	<u>14,195</u>	<u>1,232.92</u>	<u>2,450.81</u>	<u>0.00</u>	<u>11,744.19</u>	<u>82.73</u>
TOTAL Investment Earnings	14,195	1,232.92	2,450.81	0.00	11,744.19	82.73
<u>Miscellaneous Revenue</u>						
18-00-79550 Misc. Income	<u>5,000</u>	<u>9,373.52</u>	<u>9,373.52</u>	<u>0.00</u>	(<u>4,373.52</u>)	<u>87.47-</u>
TOTAL Miscellaneous Revenue	5,000	9,373.52	9,373.52	0.00	(4,373.52)	87.47-
<u>Fund Balance Carryover</u>						
18-00-79805 Premium Revenue	<u>1,087,998</u>	<u>1,350.66</u>	<u>184,366.70</u>	<u>0.00</u>	<u>903,631.30</u>	<u>83.05</u>
TOTAL Fund Balance Carryover	<u>1,087,998</u>	<u>1,350.66</u>	<u>184,366.70</u>	<u>0.00</u>	<u>903,631.30</u>	<u>83.05</u>
TOTAL Revenues	1,107,193	11,957.10	196,191.03	0.00	911,001.97	82.28
TOTAL REVENUE	1,107,193	11,957.10	196,191.03	0.00	911,001.97	82.28

18 -Health Insurance Fund

% OF YEAR COMPLETED: 16.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Revenues =====						
Other Services						
18-00-85400 Bank Charges	<u>2,600</u>	<u>62.23</u>	<u>167.99</u>	<u>0.00</u>	<u>2,432.01</u>	<u>93.54</u>
TOTAL Other Services	2,600	62.23	167.99	0.00	2,432.01	93.54
TOTAL Revenues	2,600	62.23	167.99	0.00	2,432.01	93.54
Expenses =====						
Personnel Services						
18-13-80510 Premium Expense	160,000	12,791.33	26,355.39	0.00	133,644.61	83.53
18-13-80520 Health Insurance Claims	413,989	124,710.74	223,092.30	0.00	190,896.70	46.11
18-13-80525 Pharmacy Claims	410,604	15,227.27	81,211.92	0.00	329,392.08	80.22
18-13-80530 Adminstration Cost	<u>120,000</u>	<u>9,776.25</u>	<u>19,936.50</u>	<u>0.00</u>	<u>100,063.50</u>	<u>83.39</u>
TOTAL Personnel Services	1,104,593	162,505.59	350,596.11	0.00	753,996.89	68.26
TOTAL Expenses	1,104,593	162,505.59	350,596.11	0.00	753,996.89	68.26
TOTAL EXPENDITURES	1,107,193	162,567.82	350,764.10	0.00	756,428.90	68.32
REVENUE OVER/ (UNDER) EXPENDITURES	0 (	150,610.72) (	154,573.07)	0.00	154,573.07	0.00

20 -Designated Funds-Parks
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Revenues	<u>1,449,766</u>	<u>15,802.44</u>	<u>18,653.98</u>	<u>0.00</u>	<u>1,431,112.02</u>	<u>98.71</u>
TOTAL REVENUES	1,449,766	15,802.44	18,653.98	0.00	1,431,112.02	98.71
<u>EXPENDITURE SUMMARY</u>						
Parks Donations	<u>1,449,766</u>	<u>0.00</u>	<u>26,250.00</u>	<u>102,000.00</u>	<u>1,321,516.00</u>	<u>91.15</u>
TOTAL EXPENDITURES	1,449,766	0.00	26,250.00	102,000.00	1,321,516.00	91.15
REVENUE OVER/ (UNDER) EXPENDITURES	0	15,802.44 (	7,596.02) (	102,000.00)	109,596.02	0.00

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2024

20 -Designated Funds-Parks

% OF YEAR COMPLETED: 16.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Revenues =====						
<u>Investment Earnings</u>						
20-00-78500 Interest Income	<u>19,766</u>	<u>2,602.44</u>	<u>5,453.98</u>	<u>0.00</u>	<u>14,312.02</u>	<u>72.41</u>
TOTAL Investment Earnings	19,766	2,602.44	5,453.98	0.00	14,312.02	72.41
<u>Miscellaneous Revenue</u>						
20-00-79520 Donations - Parks	<u>500,000</u>	<u>13,200.00</u>	<u>13,200.00</u>	<u>0.00</u>	<u>486,800.00</u>	<u>97.36</u>
TOTAL Miscellaneous Revenue	500,000	13,200.00	13,200.00	0.00	486,800.00	97.36
<u>Fund Balance Carryover</u>						
20-00-79820 Carryover - Parks	<u>630,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>630,000.00</u>	<u>100.00</u>
TOTAL Fund Balance Carryover	630,000	0.00	0.00	0.00	630,000.00	100.00
<u>Transfers</u>						
20-00-79920 Transfer In	<u>300,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>300,000.00</u>	<u>100.00</u>
TOTAL Transfers	<u>300,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>300,000.00</u>	<u>100.00</u>
TOTAL Revenues	1,449,766	15,802.44	18,653.98	0.00	1,431,112.02	98.71
TOTAL REVENUE	1,449,766	15,802.44	18,653.98	0.00	1,431,112.02	98.71

20 -Designated Funds-Parks

% OF YEAR COMPLETED: 16.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Parks Donations						
=====						
<u>Material and Supplies</u>						
20-11-83900 Other Services & Charges	25,000	0.00	0.00	0.00	25,000.00	100.00
20-11-83975 Contingency	<u>41,918</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>41,918.00</u>	<u>100.00</u>
TOTAL Material and Supplies	66,918	0.00	0.00	0.00	66,918.00	100.00
<u>Capital Projects</u>						
20-11-88000 Capital Outlay	322,278	0.00	0.00	0.00	322,278.00	100.00
20-11-88600 Redbud Park	<u>1,060,570</u>	<u>0.00</u>	<u>26,250.00</u>	<u>102,000.00</u>	<u>932,320.00</u>	<u>87.91</u>
TOTAL Capital Projects	1,382,848	0.00	26,250.00	102,000.00	1,254,598.00	90.73
TOTAL Parks Donations	1,449,766	0.00	26,250.00	102,000.00	1,321,516.00	91.15
TOTAL EXPENDITURES	1,449,766	0.00	26,250.00	102,000.00	1,321,516.00	91.15
REVENUE OVER/ (UNDER) EXPENDITURES	0	15,802.44 (	7,596.02) (	102,000.00)	109,596.02	0.00

80 -General Obligation Bonds
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Int Earned/Misc Receipts	<u>0</u>	<u>13,419.06</u>	<u>29,831.54</u>	<u>0.00</u>	(<u>29,831.54</u>)	<u>0.00</u>
TOTAL REVENUES	0	13,419.06	29,831.54	0.00	(29,831.54)	0.00
<u>EXPENDITURE SUMMARY</u>						
2020 GO Bond	0	0.00	9,783.37	0.00	(9,783.37)	0.00
2021 GO Bond	0	167,084.66	632,830.61	906,537.00	(1,539,367.61)	0.00
2022 GO Bond	0	5,479.80	19,114.72	1,188,618.53	(1,207,733.25)	0.00
2023 GO Bond	0	490,589.57	817,571.15	1,996,243.85	(2,813,815.00)	0.00
2024 GO Bond	<u>0</u>	<u>23,625.49</u>	<u>224,098.52</u>	<u>431,456.41</u>	(<u>655,554.93</u>)	<u>0.00</u>
TOTAL EXPENDITURES	0	686,779.52	1,703,398.37	4,522,855.79	(6,226,254.16)	0.00
REVENUE OVER/ (UNDER) EXPENDITURES	0	(673,360.46)	(1,673,566.83)	(4,522,855.79)	6,196,422.62	0.00

80 -General Obligation Bonds

% OF YEAR COMPLETED: 16.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Int Earned/Misc Receipts =====						
Intergovernmental	_____	_____	_____	_____	_____	_____
Investment Earnings	_____	_____	_____	_____	_____	_____
Miscellaneous Revenue						
80-00-79091 Interest Income 2021 GO Bon	0	2,084.45	5,443.05	0.00 (	5,443.05)	0.00
80-00-79092 Interest Income 2022 GO	0	4,385.83	8,814.32	0.00 (	8,814.32)	0.00
80-00-79093 Interest Income 2023 GO Bon	0	3,208.18	7,542.13	0.00 (	7,542.13)	0.00
80-00-79094 Interest Income 2024 GO Bon	0	3,740.60	8,032.04	0.00 (	8,032.04)	0.00
TOTAL Miscellaneous Revenue	0	13,419.06	29,831.54	0.00 (	29,831.54)	0.00
Fund Balance Carryover	=====	=====	=====	=====	=====	=====
TOTAL Int Earned/Misc Receipts	0	13,419.06	29,831.54	0.00 (	29,831.54)	0.00
TOTAL REVENUE	0	13,419.06	29,831.54	0.00 (	29,831.54)	0.00

80 -General Obligation Bonds

% OF YEAR COMPLETED: 16.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
2012 GO Bond =====						
Other Services	_____	_____	_____	_____	_____	_____
Capital Projects	_____	_____	_____	_____	_____	_____
Transfers Out	_____	_____	_____	_____	_____	_____
2015 GO Bond =====						
Other Services	_____	_____	_____	_____	_____	_____
Capital Projects	_____	_____	_____	_____	_____	_____
Transfers Out	_____	_____	_____	_____	_____	_____
2016 GO Bond =====						
Other Services	_____	_____	_____	_____	_____	_____
Capital Projects	_____	_____	_____	_____	_____	_____
Transfers Out	_____	_____	_____	_____	_____	_____
2017 GO Bond =====						
Other Services	_____	_____	_____	_____	_____	_____
Capital Projects	_____	_____	_____	_____	_____	_____
Transfers Out	_____	_____	_____	_____	_____	_____
2018 GO Bond =====						
Other Services	_____	_____	_____	_____	_____	_____
Capital Projects	_____	_____	_____	_____	_____	_____

80 -General Obligation Bonds

% OF YEAR COMPLETED: 16.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>Transfers Out</u>						
2019 GO Bond =====						
<u>Other Services</u>						
<u>Capital Projects</u>						
<u>Transfers Out</u>						
2020 GO Bond =====						
<u>Other Services</u>						
<u>Capital Projects</u>						
80-90-98950 Traffic Controls	0	0.00	9,783.37	0.00	(9,783.37)	0.00
TOTAL Capital Projects	0	0.00	9,783.37	0.00	(9,783.37)	0.00
<u>Transfers Out</u>						
TOTAL 2020 GO Bond	0	0.00	9,783.37	0.00	(9,783.37)	0.00
2021 GO Bond =====						
<u>Other Services</u>						
80-91-85400 Bank Charges	0	171.59	262.85	0.00	(262.85)	0.00
TOTAL Other Services	0	171.59	262.85	0.00	(262.85)	0.00
<u>Capital Projects</u>						
80-91-98550 Water Projects	0	163,776.07	629,207.63	906,537.00	(1,535,744.63)	0.00
TOTAL Capital Projects	0	163,776.07	629,207.63	906,537.00	(1,535,744.63)	0.00
<u>Transfers Out</u>						
80-91-99800 Other Expense paid from int	0	3,137.00	3,360.13	0.00	(3,360.13)	0.00
TOTAL Transfers Out	0	3,137.00	3,360.13	0.00	(3,360.13)	0.00
TOTAL 2021 GO Bond	0	167,084.66	632,830.61	906,537.00	(1,539,367.61)	0.00

80 -General Obligation Bonds

% OF YEAR COMPLETED: 16.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
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2022 GO Bond

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Other Services

80-92-85400 Bank Charges	0	226.23	531.94	0.00	(531.94)	0.00
TOTAL Other Services	0	226.23	531.94	0.00	(531.94)	0.00

Capital Projects

80-92-97550 Paving Projects	0	2,758.07	11,032.28	0.00	(11,032.28)	0.00
80-92-98550 Water Projects	0	1,325.50	6,380.50	1,058,877.53	(1,065,258.03)	0.00
80-92-98750 Sanitary Sewer Projects	0	0.00	0.00	115,086.00	(115,086.00)	0.00
TOTAL Capital Projects	0	4,083.57	17,412.78	1,173,963.53	(1,191,376.31)	0.00

Transfers Out

80-92-99800 Expenses paid from Interest	0	1,170.00	1,170.00	14,655.00	(15,825.00)	0.00
TOTAL Transfers Out	0	1,170.00	1,170.00	14,655.00	(15,825.00)	0.00

TOTAL 2022 GO Bond	0	5,479.80	19,114.72	1,188,618.53	(1,207,733.25)	0.00
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2023 GO Bond

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Other Services

80-93-85400 Bank Charges	0	221.44	480.29	0.00	(480.29)	0.00
TOTAL Other Services	0	221.44	480.29	0.00	(480.29)	0.00

Capital Projects

80-93-96550 Public Works Facility	0	5,000.00	7,539.27	0.00	(7,539.27)	0.00
80-93-97550 Paving Projects	0	485,368.13	809,551.59	1,897,345.59	(2,706,897.18)	0.00
80-93-98550 Water Projects	0	0.00	0.00	27,200.00	(27,200.00)	0.00
TOTAL Capital Projects	0	490,368.13	817,090.86	1,924,545.59	(2,741,636.45)	0.00

Transfers Out

80-93-99700 Fire Projects	0	0.00	0.00	71,698.26	(71,698.26)	0.00
TOTAL Transfers Out	0	0.00	0.00	71,698.26	(71,698.26)	0.00

TOTAL 2023 GO Bond	0	490,589.57	817,571.15	1,996,243.85	(2,813,815.00)	0.00
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2024 GO Bond

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Other Services

80-94-85400 Bank Charges	0	234.44	470.49	0.00	(470.49)	0.00
TOTAL Other Services	0	234.44	470.49	0.00	(470.49)	0.00

80 -General Obligation Bonds

% OF YEAR COMPLETED: 16.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>Capital Projects</u>						
80-94-96700 Public Works Vehicles	0	0.00	105,576.91	242,385.88 (	347,962.79)	0.00
80-94-97550 PAVING PROJECTS	0	23,391.05	50,551.12	161,472.44 (	212,023.56)	0.00
80-94-98950 Park Projects	<u>0</u>	<u>0.00</u>	<u>67,500.00</u>	<u>0.00</u> (	<u>67,500.00</u>)	<u>0.00</u>
TOTAL Capital Projects	0	23,391.05	223,628.03	403,858.32 (	627,486.35)	0.00
<u>Transfers Out</u>						
80-94-99600 Police Projects	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>27,598.09</u> (	<u>27,598.09</u>)	<u>0.00</u>
TOTAL Transfers Out	0	0.00	0.00	27,598.09 (	27,598.09)	0.00
TOTAL 2024 GO Bond	0	23,625.49	224,098.52	431,456.41 (	655,554.93)	0.00
TOTAL EXPENDITURES	0	686,779.52	1,703,398.37	4,522,855.79 (	6,226,254.16)	0.00
REVENUE OVER/ (UNDER) EXPENDITURES	0 (	673,360.46) (	1,673,566.83) (	4,522,855.79)	6,196,422.62	0.00

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2024

99 -Pooled Cash
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
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REVENUE SUMMARY

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99 -Pooled Cash

% OF YEAR COMPLETED: 16.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING

**City of Nichols Hills
2021 GO Bond Issue**

AS OF:

08/31/24

	Street - Paving Projects	Water System	Sanitary Sewer Systems	Parks	Police	PW Facility	Expenses Paid From Interest Earned	TOTAL
Account Number:	80-91-97550	80-91-98550	80-91-98750	80-91-98950	80-91-99600	80-91-96550	80-91-99800	
Issue Amount	3,019,000.00	2,989,000.00	320,000.00	630,000.00	112,000.00	730,000.00		7,800,000.00
Premium	35,405.32	35,053.50	3,752.80	7,388.33	1,313.48	8,561.08		91,474.50
Net Interest Earned & Bank Fees							301,736.28	301,736.28
Prior Years:								
Issuance Expense	38,331.62	37,950.72	4,062.97	7,998.98	1,422.04	9,268.66		99,035.00
2020-2021	-	32,339.15	42,000.00	-	111,891.44	-	30.00	186,260.59
2021-2022	2,142,829.18	49,736.35	-	34,161.30	-	-	2,906.28	2,229,633.11
2022-2023	856,547.97	193,686.06	277,689.83	-	-	729,292.41	4,822.30	2,062,038.57
2023-2024	16,696.55	1,174,596.59	-	328,077.62	-	-	121,845.83	1,641,216.59
2024-2025	-	629,207.63	-	-	-	-	3,360.13	632,567.76
7/31/2024		465,431.56					223.13	465,654.69
8/31/2024		163,776.07					3,137.00	166,913.07
PROJECT COST	3,054,405.32	2,117,516.50	323,752.80	370,237.90	113,313.48	738,561.07	132,964.54	6,850,751.62
TOTAL TO DATE:								
Available Funds - Prior to encumbrances	(0.00)	906,537.00	(0.00)	267,150.42	(0.00)	0.00	168,771.74	1,342,459.16
ENCUMBRANCES:								
Water Treatment Facility WC-2101		43,334.50						
SRB PO 17-15227								
Landmark PO		863,202.50						
WC-2101 Water Treatment Facility								
#17-24782								
Available Funds - After encumbrances	(0.00)	(0.00)	(0.00)	267,150.42	(0.00)	0.00	168,771.74	435,922.16
CASH		310,103.15						
CD'S		1,199,269.08						
EXPENSE ACCRUED		(166,913.07)						
ENCUMBRANCES		(906,537.00)						
		<u>435,922.16</u>						
		<u>435,922.16</u>						
Interest Earnings:								
Prior Fiscal Years								301,504.46
Current Fiscal Year								5,443.05
Bank Charges:								
Prior Fiscal Years								(4,948.38)
Current Fiscal Year								(262.85)
FUNDS AVAILABLE								<u>435,922.16</u>

AS OF: **8/31/2024**

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AS OF: 08/31/24

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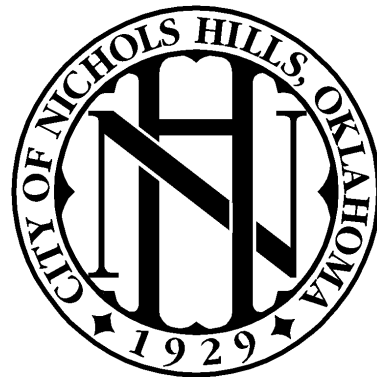
**City of Nichols Hills
2024 GO Bond Issue**

AS OF: 08/31/24

		Street - Paving Projects	Water System	Sanitary Sewer Systems	Public Works Vehicles	Police	Technology	Public Works Facility	Parks	Expenses Paid From Interest Earned	TOTAL
Account Number:		80-94-97550	80-94-98550	80-94-98750	80-94-96700	80-94-99600	80-94-99450	80-94-96550	80-94-98950	80-94-99800	
Issue Amount		4,622,000.00	365,000.00	280,000.00	450,000.00	88,000.00	240,000.00	400,000.00	575,000.00		7,020,000.00
Premium		184,880.00	14,600.00	11,200.00	18,000.00	3,520.00	9,600.00	16,000.00	23,000.00		280,800.00
Net Interest Earned & Bank Fees										86,112.83	86,112.83
Prior Years:											
Issuance Expense		64,789.64	5,116.45	3,924.95	6,307.95	1,233.55	3,364.24	5,607.07	8,060.16		98,404.00
2023-2024		16,624.69	-	-	-	51,723.20	-	-	-	983.64	69,331.53
2024-2025		48,474.91	-	-	105,576.91	-	-	-	67,500.00	-	221,551.82
7/31/2024		25,083.86			105,576.91				67,500.00		198,160.77
8/31/2024		23,391.05									23,391.05
PROJECT COST TOTAL TO DATE:		129,889.24	5,116.45	3,924.95	111,884.86	52,956.75	3,364.24	5,607.07	75,560.16	983.64	389,287.35
Available Funds - Prior to encumbrances		4,676,990.76	374,483.55	287,275.05	356,115.14	38,563.25	246,235.76	410,392.93	522,439.84	85,129.19	6,997,625.48
ENCUMBRANCES:											
PC-2403 1400 & 1500 Camden PO #17-24782		117,502.77									431,456.41
PC-2402 1200 Larchmont PO # 17-24361		43,969.67									
Premier Trucking Group PO #17-24779					120,290.88						
J&R Equipment PO #17-24780					122,095.00						
Metro Emergency PO #17-24159						27,598.09					
Available Funds - After encumbrances		4,515,518.32	374,483.55	287,275.05	113,729.26	10,965.16	246,235.76	410,392.93	522,439.84	85,129.19	6,566,169.07

CASH	824,425.75
CD'S	6,196,590.78
EXPENSE ACCRUED	(23,391.05)
ENCUMBRANCES	(431,456.41)
	<u>6,566,169.07</u>

Interest Earnings:	
Prior Fiscal Years	82,642.07
Current Fiscal Year	8,032.04
Bank Charges:	
Prior Fiscal Years	(4,090.79)
Current Fiscal Year	(470.49)
FUNDS AVAILABLE	<u>6,566,169.07</u>



Information Systems

City of Nichols Hills



Monthly Report – August 2024

Website Statistics:

Google Analytics provided us with some statistical information on our website. Over 2,000 individuals browsed the City's new website during the month of August.

Page title and screen class		↓ Views	Users	Views per user	Average engagement time	Event count
		100% of total	100% of total	Avg 0%	Avg 0%	All events 100% of total
1	Nichols Hills, OK Official Website	1,834	1,000	1.83	23s	5,651
2	Search • Nichols Hills, OK • CivicEngage	361	132	2.73	36s	591
3	Building Inspections & Code Enforcement Nichols Hills, OK	334	152	2.20	1m 27s	823
4	Agendas & Minutes Nichols Hills, OK	248	109	2.28	48s	512
5	Jobs • Nichols Hills, OK • CivicEngage	229	120	1.91	24s	614
6	News Flash • City of Nichols Hills Hazardous Household Waste	219	131	1.67	48s	603
7	Staff Directory • Nichols Hills, OK • CivicEngage	167	79	2.11	26s	387
8	Police Nichols Hills, OK	134	93	1.44	42s	405
9	Utility Billing Nichols Hills, OK	123	93	1.32	27s	376
10	Building Commission Nichols Hills, OK	120	28	4.29	59s	216





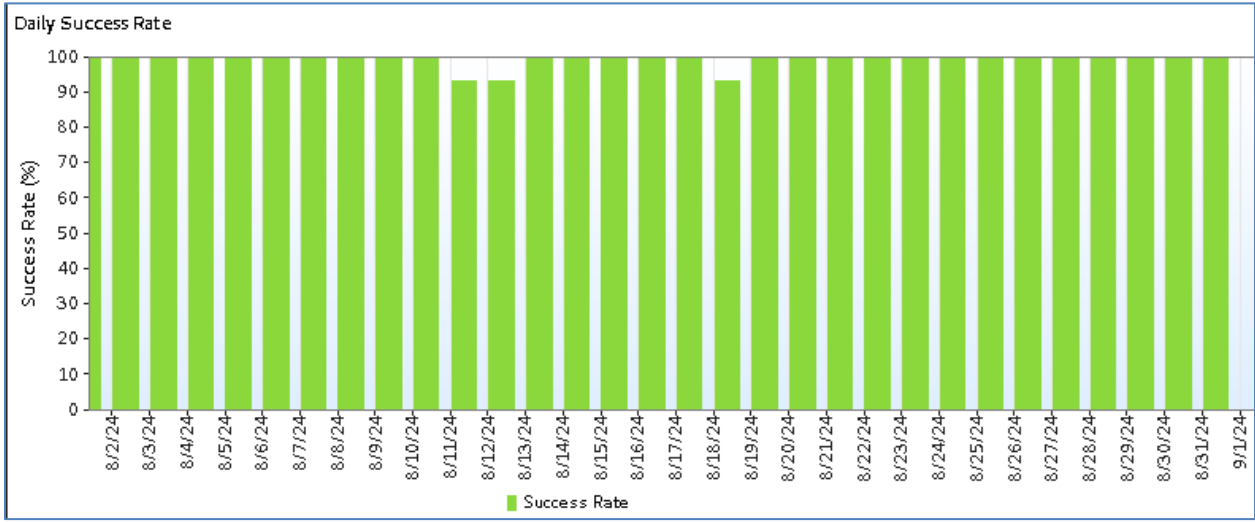
Backup Report

All City backup devices and services are healthy and running viable backup jobs to date.

City Hall



Public Works





Monthly Report – August 2024

Email Status Reports:

August Statistics: 41,543 emails received. Legitimate: 21,996. Spam: 19,512. Viruses: 35.

Hovering over the Hyperlinks in an email can reveal where the web address is taking you. If it looks malicious, it probably is. Stop, look, and think before you click that malicious link!

Mail Category by Month			
Month	Categories	Mail Filtering Events	% of Subtotal
Aug	Not Spam	21996	52.95%
	Spam	19512	46.97%
	Virus	35	0.08%
Subtotal (3)		41543	100.00%
Total		41543	100%

Non-Spam Classifier by Month			
Month	Classified By	Mail Filtering Events	% of Subtotal
Aug	Access Control-Safe-Relay	3636	16.53%
	Domain Safe	773	3.51%
	Not Spam	8825	40.12%
	System Safe	6633	30.16%
	User Safe	2129	9.68%
Subtotal (5)		21996	100.00%
Total		21996	100%



Monthly Report – August 2024

Action by Month			
Month	Action Taken	Mail High Level Events	% of Subtotal
Aug	Accept	5056	12.17%
	Accept;Defer Disposition	17069	41.09%
	Delay	532	1.28%
	Discard	2323	5.59%
	Quarantine	2391	5.76%
	Quarantine;Defer Disposition	4	0.01%
	Quarantine;Replace;Notification	1	0.00%
	Reject	14115	33.98%
	System Quarantine;Defer Disposition	5	0.01%
	System Quarantine;Defer Disposition;Remove URL	29	0.07%
	System Quarantine;Notification	6	0.01%
	System Quarantine;Notification;Defer Disposition	12	0.03%
	Subtotal (12)	41543	100.00%
Total		41543	100%

Email Phishing Tests:

We conducted a monthly employee email phishing test. This month's phishing test tricked only three employees into clicking on a test email. Although our numbers are still low, we will continue to educate employees to be vigilant about security.

Phishing Security Test Report

08/19/2024 - 08/25/2024

Campaign: Monthly Phishing

Monthly from category: Government, Online Services, Current Events, Phishing For Sensitive Information, Business, Reported Phishes of the Week

Groups: Employees

Statistics

See report at <https://training.knowbe4.com>

4.8%	64	63	34	3	0	0	0	0	0	11	1
Phish-prone Percentage	Recipients	Delivered	Opened	Clicked	QR Code Scanned	Replied	Attachment Opened	Macro Enabled	Data Entered	PAB Reported	Bounced

Phish-prone Percentage is calculated from the total number of phishing test failures divided by the number of emails delivered.



General Activities:

1. Applied a new cell phone number to an employee cell phone.
2. I met with the generator partner to discuss and program the generator test schedule.
3. Worked with a support partner to fix an issue with the Public Works camera server.
4. Trained employees on remotely connecting to the city's network from their city laptops.
5. Fixed scanner issue in the Wells department.
6. Installed a new hard drive in the camera server at Public Works.
7. Set up a new City app dashboard account for all Android devices.
8. Recorded and broadcast the Planning Commission Meeting and uploaded to the On-Demand site.
9. Assist a Public Works employee with finding his work phone.
10. Posted new content on the city website for Public Works paving.
11. Posted surplus items on GovDeals website for auction.
12. Exported a couple of pre-Building Commission meetings for Public Works Inspectors.
13. Added additional content to the government channel and lobby display.
14. Worked on support contracts for the City's core servers.
15. Meeting with support partners to discuss future upgrades and projects.
16. Export more pre-Building Commission meetings for Public Works Inspectors.
17. Broadcast and recorded City Council meeting and uploaded to the On-Demand site.
18. Updated endpoint protection agents on all city servers and workstations.
19. Erased old hard drives to prepare for surplus.
20. Deployed critical and important updates to all city servers and workstations.
21. Ordered new TVs for the Dispatch department.
22. Transferred all city apps to the new city account, which is now verified.
23. Conducted several interviews for the Information Systems Technician.
24. I opened a service request with a support partner to troubleshoot the issue with the police call recorder.
25. Worked with support partner to renew granular agreement for Office 365.
26. Verified a few emails for city employees.
27. Exported another pre-building commission meeting for Inspectors.
28. Added several bad actors to all city firewalls.
29. Created a few CIP requests for the City Council to look over and hopefully approve.
30. Scheduled all meetings for next month.



Monthly Report – August 2024

31. Broadcast and recorded the Board of Adjustment meeting and uploaded to the On-Demand site.
32. Open a service request with a support partner to troubleshoot an issue with the city's government channel 20 on Cox.
33. Meeting with a support partner to discuss a new contract for one of the city's Internet Service Providers.
34. Broadcast and Recorded the EHS meeting and uploaded to the city's On-Demand site.
35. Configured new firewall settings to tighten security on the city's network.
36. Assisted Public Works Inspector with workstation configuration for taking online exam.
37. Prepared more obsolete equipment for surplus.
38. Replaced a battery backup device in the Fire department's server rack.
39. Contacted support partner to inform them about updating the city app API level.
40. Assisted Public Works employee with updating the remarkable agent on his workstation.
41. Deployed more critical updates to all city servers and workstations.
42. Contacted support partner to arrange an agreement for the IT work schedule for the week of the 9th.
43. Assisted Public Works employee with access control issue.

August 31st, 2024

Honorable Mayor and City Council
City of Nichols Hills
6407 Avondale Drive
Nichols Hills, Oklahoma 73116

RE: Monthly Engineer's Report

Dear Mayor and City Council:

Following is the Engineer's Report for the September 10th, 2024 Council Meeting.

2021 G.O. Bond Issue:

- **Arsenic Removal Water Treatment Plant (WC-2101)**

Contractor:	Landmark Const. LLC	Original Contract Amount:	\$3,498,000.00
Start Date:	March 25 th , 2024	Amended Contract Amount:	\$3,518,673.00
Award Date:	February 13 th , 2024	Claims to Date Less Ret.:	\$1,641,165.97
Project Duration:	180 Calendar Days	Amount Remaining:	\$2,071,101.20
Days Used:	87	Percent Complete:	40%

2022/2023 G.O. Bond Issue:

- **Paving Improvements to the 1600 & 1700 Blocks of Randel Road (PC-2301)**

Contractor:	Rudy Construction Co.	Original Contract Amount:	\$1,181,687.50
Start Date:	February 5 th , 2024	Amended Contract Amount:	\$1,181,687.50
Award Date:	December 12 th , 2023	Claims to Date Less Ret.:	\$1,084,465.52
Project Duration:	180 Calendar Days	Amount Remaining:	\$327,123.09
Days Used:	169	Percent Complete:	99%

- **Paving Improvements to 1100 Bedford, 7000 Waverly, 6800 Trenton (PC-2302)**

Contractor:	Rudy Construction Co.	Original Contract Amount:	\$1,067,265.00
Start Date:	April 8 th , 2024	Amended Contract Amount:	-
Award Date:	February 13 th , 2024	Claims to Date Less Ret.:	\$630,290.69
Project Duration:	150 Calendar Days	Amount Remaining:	\$673,815.48
Days Used:	106	Percent Complete:	80%

2024 G.O. Bond Issue:

- **Paving Improvements to the 6600, 6700, & 6800 Blocks of East Grand Blvd. (PC-2401)**

Contractor:	CGC LLC	Original Contract Amount:	\$1,292,142.00
Start Date:	August 19th, 2024	Amended Contract Amount:	\$ -
Award Date:	July 9 th , 2024	Claims to Date Less Ret.:	\$ -
Project Duration:	150 Calendar Days	Amount Remaining:	\$1,292,142.00
Days Used:	12	Percent Complete:	5%
- **Paving Improvements to the 1200 Block of Larchmont Lane (PC-2402)**
On Agenda for permission to advertise.
- **Paving Improvements to the 1400 & 1500 Blocks of Camden Way (PC-2403)**
Design Underway

Other Projects:

- **None**

Sincerely,

Smith Roberts Baldischwiler, LLC



Grady J. Wade, P.E.
City Engineer

GJW
Cc: File 117564

FUND: General Fund

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	OKLAHOMA UNIFORM BUILDING CO	00-32600	Uniform Building Cod	PERMIT FEES AUGUST 2024	252.00
				TOTAL:	252.00
Administration	GRANICUS	02-84400	Software Agreements	AGENDA SOFTWARE	412.88
	VISA	02-84300	Training & Membershi	WALL STREET JOURNAL	8.00
		02-84300	Training & Membershi	PRE COUNCIL MEETING	70.54
		02-84300	Training & Membershi	LUNCH MEETING	29.59
	PETTY CASH	02-84300	Training & Membershi	AUGUST RECEIPTS	158.80
	VISA	02-84300	Training & Membershi	BOTTLED WATER	7.14
	AT&T 831-001-0000 521	02-84700	Telephone	MONTHLY CHARGES	90.40
	VISA	02-84300	Training & Membershi	WATER MAIN BREAK DINNER	28.43
	OML	02-84300	Training & Membershi	2024 REGISTRATION TAYLOR	380.00
				TOTAL:	1,185.78
City Attorney	WILLIAMS BOX FORSHEE & BULLA	04-87100	Legal Services	LEGAL SERVICES	26,305.80
				TOTAL:	26,305.80
Municipal Court	AT&T 831-001-0000 521	05-84700	Telephone	MONTHLY CHARGES	90.40
				TOTAL:	90.40
Police Department	CASEY NIX	06-84950	EV Charging	HOME CHARGING AUGUST	23.00
	ALERT	06-84000	Equipment Maintenanc	RADAR CERTIFICATION	840.00
	GOODYEAR TIRE & RUBBER COMPA	06-84100	Vehicle Maintenance	NEW TIRES UNIT 53	637.35
	VISA	06-84100	Vehicle Maintenance		1.55
		06-83000	Material & Supplies	OFFICE SUPPLIES, FOOD	9.95
		06-84000	Equipment Maintenanc	TRANQUILIZING DART GUN	1,840.70
		06-83000	Material & Supplies	OFFICE SUPPLIES, FOOD	118.96
		06-84300	Training & Membershi	GREENWOOD SWAT CONFERENCE	300.00
		06-83000	Material & Supplies	SUPPLIES	82.35
	TRANSUNION RISK AND ALTERNAT	06-84000	Equipment Maintenanc	ACCESS TO SEARCH DATABASE	100.00
	VISA	06-83000	Material & Supplies	NOTARY SEAL	89.00
	PETROLEUM TRADERS CORPORATIO	06-84900	Fuel	FUEL STATION	5,520.75
	ASPEN BUILDING SERVICES OF O	06-85000	Janitorial Services	CLEANING SERVICES	1,300.00
	ImageNet Consulting, LLC	06-83000	Material & Supplies	PRINTING FEES	202.20
	AT&T 287288038708	06-84700	Telephone	FIRST NET POLICE	878.49
	VIGILANT SOLUTIONS LLC	06-84000	Equipment Maintenanc	ESA BASIC RENEWAL	1,404.00
	AT&T 831-001-0000 521	06-84700	Telephone	MONTHLY CHARGES	361.59
	OFFICE DEPOT 35315277	06-83000	Material & Supplies	PRINTER PAPER	73.64
	OG&E	06-84950	EV Charging	MONTHLY CHARGES	114.02
	ONG	06-84800	Utilities	MONTHLY CHARGES	61.17
	OREILLY AUTOMOTIVE STORES IN	06-84100	Vehicle Maintenance	WSAHER FLUID	27.16
		06-84100	Vehicle Maintenance	HEAD LIGHT BULD	21.77
				TOTAL:	14,007.65
Fire Department	VALVOLINE OIL CHANGE	07-84100	Vehicle Maintenance	OIL CHANGE 35	88.62
	WAL-MART #9502	07-83000	Material & Supplies	STATION SUPPLIES	427.91
		07-83000	Material & Supplies	SUPPLIES	132.42
		07-83000	Material & Supplies	SUPPLIES	57.76
		07-83000	Material & Supplies	SUPPLIES	30.32
	BATTERIES PLUS #093	07-84000	Equipment Maintenanc	FLASHLIGHT BATTERY	15.95
	EMSA	07-85200	EMSA Subsidy	AUGUST 2025 SUBSIDY	2,623.29
	HENRY SCHEIN INC	07-83000	Material & Supplies	MEDICAL GLOVES	377.60
	VISA	07-84300	Training & Membershi	FMAO CONFERENCE	200.00
		07-84300	Training & Membershi	FMAO CONF ROOM	296.64

FUND: General Fund

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
	VISA	07-84300	Training & Membershi	EFO LODGING	294.00
		07-84300	Training & Membershi	CPR SUPPLIES	333.06
		07-83000	Material & Supplies	STATION SUPPLIES	177.67
		07-83000	Material & Supplies	STATION SUPPLIES	74.49
		07-83000	Material & Supplies	REFUND ON ORDER	74.49-
		07-84300	Training & Membershi	INSTRUCTOR PREP CLASS	39.06
		07-83000	Material & Supplies	BATTERY CHARGER	169.99
		07-83000	Material & Supplies	STATION SUPPLIES	248.81
	MARK LEY	07-84300	Training & Membershi	TRAVEL CLAIM CLASS	25.46
	PETROLEUM TRADERS CORPORATIO	07-84900	Fuel	FUEL STATION	755.46
		07-84900	Fuel	FUEL DIESEL	765.30
	ImageNet Consulting, LLC	07-84000	Equipment Maintenanc	FD COPY MACHINE	24.63
	CITY CARBONIC LLC	07-84000	Equipment Maintenanc	HYDROSTATIC TESTING	274.60
		07-83000	Material & Supplies	O2 BOTTLE HYDRO	17.00
	AT&T 287288038669	07-84700	Telephone	FIRST NET FIRE	184.72
	AT&T 831-001-0000 521	07-84700	Telephone	MONTHLY CHARGES	180.79
	CHET BIESIADA	07-84300	Training & Membershi	A-EMT	99.00
	VISA	07-83000	Material & Supplies	CHALLENGE COINS	800.00
	FASTSPRING	07-84300	Training & Membershi	BLUECARD SOFTWARE	1,875.00
	FRANK E VALLEY SR	07-83000	Material & Supplies	LOCKER PLATES	250.00
	EASTERN OKLAHOMA COUNTY TECH	07-84300	Training & Membershi	SANDERSON P-EMT TUITION	2,716.00
	OG&E	07-84800	Utilities	MONTHLY CHARGES	52.12
	ONG	07-84800	Utilities	MONTHLY CHARGES	61.17
	OREILLY AUTOMOTIVE STORES IN	07-83000	Material & Supplies	E33 DEF	19.98
	KENNY REYES	07-84300	Training & Membershi	TC: EFO	79.03
				TOTAL:	13,693.36
City Engineer	SMITH ROBERTS BALDISCHWILER	08-86075	Engineering Fees		24,704.56
				TOTAL:	24,704.56
Street Department	TRAVIS VOICE & DATA	09-84700	Telephone	MONTHLY CHARGES	25.98
	VALVOLINE OIL CHANGE	09-84100	Vehicle Maintenance	UNIT 22-17	85.71
	WESTLAKE HARDWARE	09-83000	Material & Supplies	ACE	19.98
	TRAFFIC LOGIX	09-84000	Equipment Maintenanc	EQUIPMENT	10,990.00
	NORTHERN SAFETY & INDUSTRIAL	09-83000	Material & Supplies	SAFETY	271.07
		09-83500	Safety Supplies	SAFETY SUPPLIES	31.35
	US FLEET TRACKING	09-84100	Vehicle Maintenance	VEHICLE TRACKER	149.75
	VISA	09-83000	Material & Supplies	PARTS	115.57
	SHERWIN-WILLIAMS CO	09-83000	Material & Supplies	SUPPLIES	28.77
	PETROLEUM TRADERS CORPORATIO	09-84900	Fuel	FUEL STATION	1,458.87
		09-84900	Fuel	FUEL DIESEL	573.39
	CINTAS CORP. #064	09-81100	Uniform Allowance	PUBLIC WORKS UNIFORMS	457.36
	CRAFCO INC	09-83000	Material & Supplies	COLD PATCH	105.00
	DAVIS SUPPLY	09-83300	Minor Tools	TOOLS	69.32
	VISA	09-83000	Material & Supplies	DECALS	109.00
		09-83000	Material & Supplies	TRASH CANS	140.68
	WEX BANK	09-84900	Fuel	FUEL	82.56
	BRONCO EQUIPMENT RENTAL & SA	09-84600	Lease/Rental	STREETS	198.41
	DOLESE BROS CO	09-83000	Material & Supplies	MATERIALS	690.00
	GELLCO CLOTHING & SHOES INC	09-83500	Safety Supplies	SAFETY	150.00
	HASKELL LEMON CONSTRUCTION	09-83000	Material & Supplies	SUPPLIES	177.60
	HOME DEPOT	09-83000	Material & Supplies	SUPPLIES	59.48
		09-83000	Material & Supplies	SUPPLIES	83.30
		09-83000	Material & Supplies	TRASH CAN	176.83

FUND: General Fund

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
		09-83000	Material & Supplies	STREETS	129.66
	J & E SUPPLY CO INC	09-83000	Material & Supplies	TOOLS	103.51
	LUTHER SIGN CO	09-83000	Material & Supplies	SIGNS	208.67
		09-83000	Material & Supplies	NO PARKING SIGN	232.36
	OG&E	09-84800	Utilities	MONTHLY CHARGES	100.44
		09-85500	Street Lighting	MONTHLY CHARGES	7,947.32
		09-85500	Street Lighting	MONTHLY CHARGES	30.74
		09-85500	Street Lighting	MONTHLY CHARGES	33.10
		09-85500	Street Lighting	MONTHLY CHARGES	31.84
		09-85500	Street Lighting	MONTHLY CHARGES	30.30
		09-85500	Street Lighting	MONTHLY CHARGES	29.60
		09-85500	Street Lighting	MONTHLY CHARGES	30.18
		09-85500	Street Lighting	MONTHLY CHARGES	29.73
	ONG	09-84800	Utilities	MONTHLY CHARGES	32.42
	PETROLEUM MARKETERS EQUIPMEN	09-84100	Vehicle Maintenance	VEHICLE MAINTENANCE	413.00
	SMITH FARM & GARDEN	09-83000	Material & Supplies	POLE SAW	161.44
		09-83000	Material & Supplies	POLE SAW	200.29
				TOTAL:	25,994.58
Sanitation	WAL-MART #9502	10-83000	Material & Supplies	PW	139.60
	CITY OF MIDWEST CITY	10-85800	Landfill Disposal	HAZARDOUS WASTE JULY 24	610.00
	NORTHERN SAFETY & INDUSTRIAL	10-83000	Material & Supplies	SAFETY	190.95
		10-83000	Material & Supplies	SAFETY	44.90
		10-83500	Safety Supplies	SAFETY SUPPLIES	31.35
	US FLEET TRACKING	10-84100	Vehicle Maintenance	VEHICLE TRACKER	89.85
	COMMERCIAL LUBRICATORS INC	10-84100	Vehicle Maintenance	HYDROLICE FLUID	764.23
	PETROLEUM TRADERS CORPORATIO	10-84900	Fuel	FUEL DIESEL	737.13
	CINTAS CORP. #064	10-81100	Uniform Allowance	PUBLIC WORKS UNIFORMS	776.56
	VISA	10-83700	Misc. Supplies	DECALS	109.00
		10-83000	Material & Supplies	TRASH CANS	140.68
	WEX BANK	10-84900	Fuel	CNG	77.10
		10-84900	Fuel	CNG	137.21
		10-84900	Fuel	CNG	109.72
		10-84900	Fuel	CNG	102.58
		10-84900	Fuel	CNG	96.11
		10-84900	Fuel	CNG	100.13
		10-84900	Fuel	CNG GAS	63.28
		10-84900	Fuel	CNG	93.55
		10-84900	Fuel	CNG	107.39
		10-84900	Fuel	CNG FUEL	127.61
		10-84900	Fuel	CNG FUEL	106.55
		10-84900	Fuel	CNG FUEL	124.82
		10-84900	Fuel	FUEL	100.08
		10-84900	Fuel	ACTIVATION FEE	50.00
	REPUBLIC SERVICES	10-85800	Landfill Disposal	COMMERCIAL GARBAGE AUGUST	75.72
		10-85825	Commercial Garbage D	COMMERCIAL GARBAGE AUGUST	11,156.76
	SOUTHEAST LANDFILL - 4061	10-85800	Landfill Disposal	AUGUST 2024	4,154.55
	OG&E	10-84800	Utilities	MONTHLY CHARGES	100.44
	ONG	10-84800	Utilities	MONTHLY CHARGES	32.42
	OREILLY AUTOMOTIVE STORES IN	10-84100	Vehicle Maintenance	SANITATION	84.90
				TOTAL:	20,635.17
Parks Department	BLUE HOUSE URBAN FARM LLC	11-85700	Parks Maintenance	BUTTERFLY GARDEN	320.00
	DOLESE BROS CO	11-85700	Parks Maintenance	MATERIALS	1,270.50

FUND: General Fund

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
	IRRIGATION STATION	11-85700	Parks Maintenance	PARTS	27.85
		11-85700	Parks Maintenance	SUPPLIES	89.87
		11-85700	Parks Maintenance	PARTS	19.48
		11-85700	Parks Maintenance	PARTS	4.91
	NORTHWEST LAWN MAINTENANCE I	11-85900	Park Maintenance Con	PARK MAINTENANCE	17,621.00
	OG&E	11-84800	Utilities	MONTHLY CHARGES	429.49
			TOTAL:		19,783.10
Public Works Admin	SUMMIT BUSINESS SYSTEM INC	12-84000	Equipment Maintenanc	EQUIPMENT MAINTENANCE	317.65
	TRAVIS VOICE & DATA	12-84700	Telephone	MONTHLY CHARGES	69.29
	WAL-MART #9502	12-84300	Training & Membershi	PW	79.94
	VISA	12-84200	Building Maintenance	EQUIPMENT	191.10
		12-84300	Training & Membershi	TRAINING	121.79
		12-84300	Training & Membershi	SOFTWARE	239.88
		12-84300	Training & Membershi	MEETING	65.73
	TERMINIX PROCESSING CENTER	12-84200	Building Maintenance	PEST CONTROL	54.00
	NORTHWIND HEAT & AIR	12-84200	Building Maintenance	MAINTENANCE	264.00
	PETROLEUM TRADERS CORPORATIO	12-84900	Fuel	FUEL STATION	133.13
	WIRING SOLUTIONS	12-84200	Building Maintenance	TO CORRECT VENDOR	95.00
		12-84200	Building Maintenance	SERVICE	95.00
	ASPEN BUILDING SERVICES OF O	12-85000	Janitorial Services	CLEANING SERVICES	800.00
	VISA	12-84300	Training & Membershi	HOMELAND	60.96
		12-84900	Fuel	CODE TEST	305.00
		12-84200	Building Maintenance	AMAZON	200.52
		12-84200	Building Maintenance	AMAZON	89.84
		12-84200	Building Maintenance	AMAZON	56.99
	DENNIS ALBERT	12-84950	EV Charging	HOME CHARGING AUGUST	60.00
	RAPIDFIRE	12-84200	Building Maintenance	SERVICE	95.00
	INTERSTATE BATTERY SUPPLY	12-84100	Vehicle Maintenance	BATTERY	120.97
	OG&E	12-84800	Utilities	MONTHLY CHARGES	100.47
	ONG	12-84800	Utilities	MONTHLY CHARGES	32.43
	OREILLY AUTOMOTIVE STORES IN	12-84250	Fueling Station Main	ABSORBENT	143.88
			TOTAL:		3,602.57
General Government	SUMMIT BUSINESS SYSTEM INC	13-83000	Material & Supplies	MAINTENANCE CONTRACT	592.44
	WAL-MART #9502	13-83000	Material & Supplies	WALMART	79.60
		13-87000	Misc. Expenses	FEE CHARGES	1.55
	RITE WAY SHREDDING	13-87000	Misc. Expenses	SHREDDING AUGUST 2024	114.75
	VISA	13-83000	Material & Supplies	AMZON	71.99
		13-83000	Material & Supplies	ZORO	134.23
		13-83000	Material & Supplies	AMAZON	71.88
		13-87000	Misc. Expenses	AMAZON	16.99
		13-87000	Misc. Expenses	AMAZON	31.50
		13-87000	Misc. Expenses	SPARK	710.00
		13-83000	Material & Supplies	AMAZON	32.61
	TERMINIX PROCESSING CENTER	13-84200	Building Maintenance	PEST CONTROL CYITY HALL	54.00
		13-84200	Building Maintenance	PEST CONTROL CYITY HALL	114.00
	ASPEN BUILDING SERVICES OF O	13-85000	Janitorial Services	CLEANING SERVICES	1,400.00
	PETTY CASH	13-87000	Misc. Expenses	VOYLES SERVICE AWARD	300.00
		13-87000	Misc. Expenses	AUGUST RECEIPTS	150.00
		13-87000	Misc. Expenses	BRADSHAW 30 YRS SERVICE AW	1,000.00
	VISA	13-83000	Material & Supplies	BIRTHDAY CELEBRATION	62.72
	OCD SPECIALISTS LLC	13-87000	Misc. Expenses	DISINFECTION	1,360.00
	AT&T 831-001-0000 521	13-84700	Telephone	MONTHLY CHARGES	45.19

FUND: General Fund

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
	TOTAL WELLNESS LLC	13-87000	Misc. Expenses	TOTAL WELLNESS LLC	5,025.00-
		13-87000	Misc. Expenses	HEALTH SCREENS	5,025.00
	CRAWFORD & ASSOCIATES PC	13-86400	Auditing Fees	PROFESSIONAL SERVICES	562.50
	EUREKA WATER CO	13-83000	Material & Supplies	TANK RENTAL	22.49
		13-83000	Material & Supplies	5 GAL WATER	158.40
		13-83000	Material & Supplies	5 GAL WATER	165.60
	FRIDAY	13-86300	Publications	NOTICES AND PUBLICATIONS	81.10
		13-86300	Publications	NOTICES AND PUBLICATIONS	1,381.05
	JOURNAL RECORD PUBLISHING CO	13-86300	Publications	NOTICES AND PUBLICATIONS	59.70
		13-86300	Publications	NOTICES AND PUBLICATIONS	13.35
		13-86300	Publications	NOTICES AND PUBLICATIONS	107.25
		13-86300	Publications	NOTICES AND PUBLICATIONS	109.35
		13-86300	Publications	NOTICES AND PUBLICATIONS	78.88
	QUADIENT INC	13-84600	Lease/Rental	POSTAGE METER RENTAL	150.00
	OG&E	13-84800	Utilities	MONTHLY CHARGES	98.24
	OMAG	13-86100	Liability Insurance/	GEN LIAB 2ND INST 24-25	31,315.50
		13-86100	Liability Insurance/	POLLUTION POLIY	630.00
		13-86100	Liability Insurance/	PROPERTY 2ND INST 24-25	28,032.00
	ONG	13-84800	Utilities	MONTHLY CHARGES	52.62
		13-84800	Utilities	MONTHLY CHARGES	61.19
				TOTAL:	69,422.67
Code Department	TRAVIS VOICE & DATA	14-84700	Telephone	MONTHLY CHARGES	51.98
	VALVOLINE OIL CHANGE	14-84100	Vehicle Maintenance	OIL CHANGE	131.46
	NORTHERN SAFETY & INDUSTRIAL	14-83500	Safety Supplies	SAFETY SUPPLIES	31.35
	US FLEET TRACKING	14-84100	Vehicle Maintenance	VEHICLE TRACKER	149.75
	PETROLEUM TRADERS CORPORATIO	14-84900	Fuel	FUEL STATION	955.58
	CINTAS CORP. #064	14-81100	Uniform Rental	PUBLIC WORKS UNIFORMS	535.36
	VISA	14-83000	Material & Supplies	LICENSE CARD STOCK	274.49
	AT&T 287307218639	14-84700	Telephone	FIRST NET PUBLIC WOR	93.54
	VISA	14-84300	Training & Membershi	ELECTRICAL EXAM	299.00
		14-85300	Animal Welfare	ANIMAL WELFARE	2,145.01
		14-84100	Vehicle Maintenance	CODE	169.99
		14-84300	Training & Membershi	ANIMAL WELFARE	180.54
	T-MOBILE USA INC	14-84100	Vehicle Maintenance	TRACKER GPS	14.00
	HOME DEPOT	14-83000	Material & Supplies	SPRAY	21.88
	OG&E	14-84800	Utilities	MONTHLY CHARGES	100.44
	ONG	14-84800	Utilities	MONTHLY CHARGES	32.43
				TOTAL:	5,186.80
Risk Manager	WAL-MART #9502	15-84300	Training & Membershi	SAFETY MEETING	9.47
	VISA	15-84300	Training & Membershi	DUNKIN DONUTS	43.41
		15-83000	Material & Supplies	IGLOO	114.96
		15-83000	Material & Supplies	ACS STOP THE BLEED	138.22
		15-84700	Telephone	AMAZON	46.00
		15-83000	Material & Supplies	AMAZON	227.98
		15-83000	Material & Supplies	AMAZON	28.77
	PETROLEUM TRADERS CORPORATIO	15-84900	Fuel	FUEL STATION	179.03
	AT&T 831-001-0000 521	15-84700	Telephone	MONTHLY CHARGES	45.20
				TOTAL:	833.04
Information Systems Mg	COX COMMUNICATIONS	16-84600	Lease/Rental	PUBLIC WORKS INTERNET	267.00
		16-84600	Lease/Rental	CITY HALL INTERNET	1,146.99
	TANGENT	16-84000	Equipment Maintenanc	EMAIL ARCHIVE RENEWAL	3,025.00

FUND: General Fund

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
	DIGI SECURITY SYSTEMS, LLC	16-84000	Equipment Maintenanc	SUPPORT CHARGE	98.00
	VISA	16-84000	Equipment Maintenanc	GOOGLE DEVELOPER ACC	25.00
		16-84000	Equipment Maintenanc	NEW DISPATCH MONITORS	279.98
		16-84000	Equipment Maintenanc	DOMAIN REGISTRATION	274.90
		16-84000	Equipment Maintenanc	IT EQUIPMENT	142.86
		16-84000	Equipment Maintenanc	IT EQUIPMENT	153.80
	DAVENPORT GROUP	16-84000	Equipment Maintenanc	VMWARE RENEWAL SUBSCRIPTI	31,712.00
	ARCHIVESOCIAL	16-84000	Equipment Maintenanc	ARCHIVESOCIAL RENEWAL	2,507.40
	AT&T 831-001-0000 521	16-84700	Telephone	MONTHLY CHARGES	45.20
				TOTAL:	39,678.13

FUND: Designated Funds-Pol

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
Police Department	VISA	06-83000	Material & Supplies	OFFICE SUPPLIES, FOOD	87.38
		06-83000	Material & Supplies	OFFICE SUPPLIES, FOOD	115.01
	VIGILANT SOLUTIONS LLC	06-83000	Material & Supplies	LPR CAMERA	5,320.00
				TOTAL:	5,522.39

FUND: Municipal Authority

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	MISC VENDOR	STUMP, MATTH 00-34150	Utility Refunds	01-00116-01	17.57
				TOTAL:	17.57
Municipal Authority	TECH-LOCK	12-83000	Materials & Supplies	LOCK REPAIR	240.00
	TRAVIS VOICE & DATA	12-84700	Telephone	MONTHLY CHARGES	25.98
	VALVOLINE OIL CHANGE	12-84100	Vehicle Maintenance	OIL CHANGE	162.34
	WESTLAKE HARDWARE	12-83000	Materials & Supplies	SUPPLIES	140.87
		12-83000	Materials & Supplies	PARTS	3.59
		12-83000	Materials & Supplies	SUPPLIES	23.98
	TPSI	12-84950	Printing & Processin	UTILITY LATE NOTICES	107.53
	ACCURATE ENVIRONMENT	12-84550	Water Quality Testin	WATER TESTING	120.00
		12-83400	Lab Chemicals	CHEMICALS	67.55
	NORTHERN SAFETY & INDUSTRIAL	12-83500	Safety Supplies	SAFETY SUPPLIES	31.36
	HOW RUBBER INC	12-83000	Materials & Supplies		389.66
	US FLEET TRACKING	12-84100	Vehicle Maintenance	VEHICLE TRACKER	269.55
	VISA	12-84300	Training & Membershi	MEETING	175.26
	PETROLEUM TRADERS CORPORATIO	12-84900	Fuel	FUEL STATION	2,198.29
		12-84900	Fuel	FUEL DIESEL	1,792.44
	CINTAS CORP. #064	12-81100	Uniform Rental	PUBLIC WORKS UNIFORMS	727.04
	CITY OF OKLAHOMA CITY	12-87700	OKC Sewer Charges	MONTHLY CHARGES	71,882.08
	CORE & MAIN LP	12-83000	Materials & Supplies	SUPPLIES	316.74
	DPM GROUP LLC	12-83200	Office Supplies	DOOR HANGERS	576.52
	AT&T 831-001-0000 521	12-84700	Telephone	MONTHLY CHARGES	45.20
	AT&T 287307218639	12-84700	Telephone	FIRST NET PUBLIC WOR	1,167.16
	DAVIS SUPPLY	12-83000	Materials & Supplies	SUPPLIES	42.26
		12-83300	Minor Tools	TOOLS	69.32
		12-83000	Materials & Supplies	PARTS	34.70
	MADISON TURF FARMS LLC	12-83000	Materials & Supplies	SOD	68.00
		12-83000	Materials & Supplies	SOD	41.00
	PRAIRIE DIRT SOLUTIONS	12-83000	Materials & Supplies	TOPSOIL	342.00
	VISA	12-83000	Materials & Supplies	DECALS	327.00
		12-84100	Vehicle Maintenance	LIGHT PROGRAM	700.00
	TREE SERVICES OK BY MARK BIS	12-84500	Well Maintenance	TREE SERVICE	900.00
	T-MOBILE USA INC	12-84100	Vehicle Maintenance	TRACKER GPS	28.00
	ON THE FENCE OKC LLC	12-84500	Well Maintenance	MAINTENANCE	17,546.78
	CRAWFORD & ASSOCIATES PC	12-86400	Auditing Fees	PROFESSIONAL SERVICES	562.50
	GELLCO CLOTHING & SHOES INC	12-83500	Safety Supplies	BOOTS	143.95
	HOME DEPOT	12-83000	Materials & Supplies	SUPPLIES	265.66
		12-83000	Materials & Supplies	SUPPLIES	189.93
		12-83000	Materials & Supplies	NHMA	163.95
	IRRIGATION STATION	12-83000	Materials & Supplies	SUPPLIES	38.06
		12-83000	Materials & Supplies	SUPPLIES	88.25
	OG&E	12-84800	Utilities	MONTHLY CHARGES	100.44
		12-84800	Utilities	MONTHLY CHARGES	2,837.95
		12-84800	Utilities	MONTHLY CHARGES	1,767.44
		12-84800	Utilities	MONTHLY CHARGES	21,889.86
		12-84800	Utilities	MONTHLY CHARGES	1,569.76
		12-84800	Utilities	MONTHLY CHARGES	1,722.20
	OK CONTRACTORS SUPPLY	12-83000	Materials & Supplies	PARTS	340.00
		12-83000	Materials & Supplies	PARTS	500.00
	ONG	12-84800	Utilities	MONTHLY CHARGES	179.08
		12-84800	Utilities	MONTHLY CHARGES	174.40
		12-84800	Utilities	MONTHLY CHARGES	177.74
		12-84800	Utilities	MONTHLY CHARGES	45.71

FUND: Municipal Authority

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
		12-84800	Utilities	MONTHLY CHARGES	32.43
	OREILLY AUTOMOTIVE STORES IN	12-83000	Materials & Supplies	PARTS	144.68
		12-84100	Vehicle Maintenance	LIGHT BULB	4.20
	PETROLEUM MARKETERS EQUIPMEN	12-84100	Vehicle Maintenance	VEHICLE MAINTENANCE	413.00
				TOTAL:	133,913.39

FUND: General Fund - CIP

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
Fire Department	STEPHENS TRUCK CENTER, LLC	07-88500	Capital Imp-Equipmen	CIP EV FIRE BLANKET	1,350.00
				TOTAL:	1,350.00

FUND: Health Insurance Fun

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
General Government	TOTAL WELLNESS LLC	13-80520	Health Insurance Cla	HEALTH SCREENS	5,025.00
			TOTAL:		5,025.00

FUND: General Obligation B

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
2021 GO Bond	SMITH ROBERTS BALDISCHWILER VISA	91-98550	Water Projects	WC-2101 Water Treatment	8,666.90
		91-99800	Other Expense paid f	POLE	1,677.00
		91-99800	Other Expense paid f	MATERIAL	1,460.00
	LANDMARK CONSTRUCTION GROUP,	91-98550	Water Projects	WC-2101 WATER TREATMENT	155,109.17
				TOTAL:	166,913.07
2022 GO Bond	SMITH ROBERTS BALDISCHWILER	92-99800	Expenses paid from I	MISC GO BOND EXPENSE	1,170.00
		92-97550	Paving Projects	PC-2301 RANDEL PAVING	2,758.07
	ECS SOUTHWEST LLP	92-98550	Water Projects	WC-2101 TESTING	1,325.50
				TOTAL:	5,253.57
2023 GO BOND	SMITH ROBERTS BALDISCHWILER	93-97550	Paving Projects	PC-2401 6600-6800 E GRAND	13,074.99
		93-97550	Paving Projects	PC-2302 ENGINEERING	5,550.86
	DA ENGINEERING LLC	93-96550	Public Works Facilit	ENGINEERING	5,000.00
	RUDY CONSTRUCTION CO.	93-97550	Paving Projects	PC-2301 RANDEL ROAD	229,901.11
		93-97550	Paving Projects	PC-2302 PAVING	236,841.17
				TOTAL:	490,368.13
2024 GO BOND	SMITH ROBERTS BALDISCHWILER	94-97550	PAVING PROJECTS	PC-2403 ENGINEERING	9,114.12
		94-97550	PAVING PROJECTS	PC-2402	14,276.93
				TOTAL:	23,391.05

===== FUND TOTALS =====		
01	General Fund	265,375.61
04	Designated Funds-Police	5,522.39
06	Municipal Authority	133,930.96
07	General Fund - CIP	1,350.00
18	Health Insurance Fund	5,025.00
80	General Obligation Bonds	685,925.82

	GRAND TOTAL:	1,097,129.78

TOTAL PAGES: 12

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-City of Nichols Hills
VENDOR: Exclude: 01-1012, 01-1090, 01-1095, 01-1130, 01-1398, 01-1433, 01-1845, 01-1958, 01-1968, 01-2006
CLASSIFICATION: All
BANK CODE: Exclude: PY
ITEM DATE: 8/01/2024 THRU 8/31/2024
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 0/00/0000 THRU 99/99/9999

PAYROLL SELECTION

PAYROLL EXPENSES: NO
EXPENSE TYPE: N/A
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: None
SEQUENCE: By Department
DESCRIPTION: Distribution
GL ACCTS: YES
REPORT TITLE: C L A I M S L I S T
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

CHANGE ORDER NO. 2
Nichols Hills 2021 G.O. Bond Issue Water Treatment Facility
Arsenic Removal Water Treatment Plant
WC-2101
August 9th, 2024

I. SCOPE

The scope of this CHANGE ORDER is to add waterline items to match field sizes. The line was presented as a 16" line but field verified as a 20" line. Reducers and bends are needed to complete the waterline connection to the new facility.

II. JUSTIFICATION

Work is being performed to establish the connection between the existing well field line and the new lines conveying raw water to the proposed treatment facility.

III. COST

CHANGE ORDER NO. 2

Item No.	Quantity	Description	Unit	Unit Cost	Total Cost
CO 2.1	1.00	Waterline Fittings	LS	\$38,485.00	\$38,485.00

TOTAL CHANGE ORDER NO. 1: \$38,485.00

CHANGE ORDER NO. 1	\$20,673.00	0.59% Increase
CHANGE ORDER NO. 2	\$38,485.00	1.08% Increase
ORIGINAL CONTRACT AMOUNT	\$3,498,000.00	
REVISED CONTRACT AMOUNT	\$3,557,158.00	1.67% Increase

All construction shall be done in accordance with all applicable state and local codes and the plans and

The above and foregoing is hereby approved this 9 day of August, 2024,
and the undersigned agrees to perform the work at the price indicated.

ATTEST:


Secretary

Landmark Construction
13301 N. Santa Fe, Oklahoma City, OK 73114



SMITH ROBERTS BALDISCHWILER, LLC


Grady J. Wade, P.E.

Approved as to form and legality this _____ day of _____, 20____.

City Attorney

Approved by the City of Nichols Hills this _____ day of _____, 20____.

ATTEST:

City Clerk

Mayor



August 31st, 2024

Honorable Mayor and City Council
City of Nichols Hills
6407 Avondale Drive
Nichols Hills, OK 73116

RE: PAY ESTIMATE NO. 5
Nichols Hills Project No. WC-2101
2022 G.O. Bond Issue
Arsenic Removal Water Treatment Plant
Contractor: Landmark Construction Group LLC
Original Contract Amount: \$3,498,000.00
Current Contract Amount: \$3,498,000.00
Claims to Date Less Ret.: \$1,641,165.97
Paid to Date: \$1,486,056.80
Amount Remaining: \$2,071,101.20
Current Amount Due: \$155,109.17

Dear Mayor and City Council:

Enclosed please find **Progressive Estimate No. 5** on the above referenced project in the amount of **\$155,109.17**. We have verified the quantities and recommend approval. Please place this item on the next available council docket for payment consideration. This estimate should be paid out of the following account:

2021 G.O. Bond Issue Water Account
(Acct. #80-91-98550) **\$155,109.17**

Should you have any questions or comments, please contact me.

Sincerely,

Smith Roberts Baldischwiler, LLC


Grady J. Wade, P.E.
Nichols Hills City Engineer

cc: File #116003A
Enclosure

PROGRESSIVE ESTIMATE NO. 5

Nichols Hills 2022 G.O. Bond Issue
Arsenic Removal Water Treatment Plant

Landmark Construction Group LLC
13301 N. Santa Fe
Oklahoma City, OK 73114

From: 7/1/2024 To: 7/31/2024

Notice to Proceed: 3/25/2024

Project Duration: 180 Calendar Days

Days Used: 87

Days Remaining: 93

WC-2101

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	WORK DONE THIS EST.	WORK DONE PREVIOUS	TOTAL WORK ON CONTRACT	UNIT PRICE	AMOUNT	% COMPLETE
1	AGGREGATE BASE (TYPE A) W/EXCAVATION (8")	CY	36.00	0.00	0.00	0.00	\$60.00	\$0.00	0.00
2	PORTLAND CEMENT CONCRETE PAVEMENT (6")	SY	100.00	0.00	0.00	0.00	\$80.00	\$0.00	0.00
3	INTEGRAL CURB (6" BARRIER)	LF	26.00	0.00	0.00	0.00	\$18.00	\$0.00	0.00
4	CONCRETE FLUME	SY	35.00	35.00	0.00	35.00	\$110.00	\$3,850.00	100.00
5	STRUCTURAL CONCRETE	CY	27.00	27.00	0.00	27.00	\$1,200.00	\$32,400.00	100.00
6	REINFORCING STEEL	LBS	1,824.00	0.00	1,824.00	1,824.00	\$1.50	\$2,736.00	100.00
7	6"x90" PVC BEND	EA	8.00	5.00	0.00	5.00	\$250.00	\$1,250.00	62.50
8	20"x16" TAPPING SLEEVE (MJ)	EA	2.00	0.00	2.00	2.00	\$9,500.00	\$19,000.00	100.00
9	20" GATE VALVE & BOX (MJ)	EA	1.00	0.00	1.00	1.00	\$32,500.00	\$32,500.00	100.00
10	16" TAPPING VALVE & BOX (MJ)	EA	2.00	0.00	2.00	2.00	\$19,500.00	\$39,000.00	100.00
11	16" WATERLINE	LF	82.00	0.00	82.00	82.00	\$185.00	\$15,170.00	100.00
12	4" DIAMETER MANHOLE	EA	1.00	0.00	1.00	1.00	\$4,250.00	\$4,250.00	100.00
13	6" BACKFLOW PREVENTER	EA	1.00	1.00	0.00	1.00	\$1,850.00	\$1,850.00	100.00
14	6" PVC (SEWER PIPE)	LF	484.00	170.00	0.00	170.00	\$45.00	\$7,650.00	35.12
15	COLOR AUDIO/VIDEO RECORDING, PRE & POST CONSTRUCTION (RECORDED DIGITALLY)	LS	1.00	0.00	1.00	1.00	\$400.00	\$400.00	100.00
16	CONSTRUCTION STAKING	LS	1.00	0.00	1.00	1.00	\$4,500.00	\$4,500.00	100.00
17	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	LS	1.00	0.00	1.00	1.00	\$500.00	\$500.00	100.00
18	MOBILIZATION	LS	1.00	0.00	1.00	1.00	\$8,000.00	\$8,000.00	100.00
19	STREET PAVEMENT REMOVAL	SY	211.80	0.00	169.44	169.44	\$15.75	\$2,668.68	80.00
20	SEPARATOR FABRIC FOR BASES (SP)	SY	120.00	0.00	0.00	0.00	\$3.00	\$0.00	0.00
21	SOLID SLAB SODDING	LS	1.00	0.00	0.00	0.00	\$4,000.00	\$0.00	0.00
22	SEDIMENT AND EROSION CONTROL SILT FENCE	LF	150.00	0.00	150.00	150.00	\$12.00	\$1,800.00	100.00
23	ARSENIC REMOVAL SYSTEM	LS	1.00	0.00	0.00	0.00	\$2,184,000.00	\$0.00	0.00
24	CHLORINE FEED	LS	1.00	0.00	0.00	0.00	\$133,000.00	\$0.00	0.00
25	METAL BUILDING	LS	1.00	0.12	0.24	0.36	\$968,940.15	\$348,818.45	36.00
26	OPERATION AND MAINTENANCE (O&M) MANUAL	LS	1.00	0.00	0.00	0.00	\$3,050.00	\$0.00	0.00
C1.1	METAL INTAKE LOUVERS	LS	1.00	0.00	0.00	0.00	\$20,673.00	\$0.00	0.00
C2.1	WATERLINE FITTINGS	LS	1.00	0.00	0.00	0.00	\$38,485.00	\$0.00	0.00

ORIGINAL CONTRACT AMOUNT: \$3,498,000.00

CHANGES TO DATE:

Amendment No. 1 \$0.00
Change Order No. 1 \$20,673.00
Change Order No. 2 \$38,485.00

CURRENT CONTRACT AMOUNT: \$3,557,158.00

TOTAL AMOUNT OF WORK TO DATE: \$526,343.13
MATERIAL ON HAND: \$1,201,200.00
TOTAL TO DATE: \$1,727,543.13
LESS 5% RETAINAGE: \$86,377.16
DIFFERENCE: \$1,641,165.97
SUBTOTAL: \$1,641,165.97
LESS PREVIOUS PAYMENTS: \$1,486,056.80

CONTRACT AMOUNT DUE THIS ESTIMATE: \$155,109.17

AFFIDAVIT OF CLAIMANT:

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA:

Rob Smith, of lawful age, being first duly sworn, says that (s)he is the agent authorized by claimant/contractor to submit the attached claim or contract to the CITY OF NICHOLS HILLS, Oklahoma, and that claimant/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the CITY OF NICHOLS HILLS, any money or other thing of value, either directly or indirectly, in the procuring of the contract under which the attached claim for payment is submitted/attached.

Landmark Construction Group LLC

Project Manager

Subscribed and sworn to before me 25/Aug/2024

Notary Public, Clerk or Judge

My Commission Expires: 7/24/25

CERTIFICATE OF ENGINEER:

I certify that this estimate of \$155,109.17 on this contract is correct, due and payable under the terms of this contract.

SMITH ROBERTS BALDISCHWILER, LLC

BY:

Grady J. Wade
Grady J. Wade, P.E.

OFFICER'S APPROVAL:

I hereby certify the articles listed hereon have been received or services performed and this claim is APPROVED for payment for \$

this day of 20

CITY OF NICHOLS HILLS





August 31st, 2024

Honorable Mayor and City Council
City of Nichols Hills
6407 Avondale Drive
Nichols Hills, OK 73116

RE: PAY ESTIMATE NO. 4
Nichols Hills Project No. PC-2302
2023 G.O. Bond Issue Paving Improvements
1100 Block of Bedford Dr., 7000 Block of
Waverly Ave., & 6800 Block of Trenton Rd
Contractor: Rudy Construction Co.
Original Contract Amount: \$1,067,265.00
Current Contract Amount: \$1,067,265.00
Claims to Date Less Ret.: \$631,290.69
Paid to Date: \$393,449.52
Amount Remaining: \$673,815.48
Current Amount Due: \$236,841.17

Dear Mayor and City Council:

Enclosed please find **Progressive Estimate No. 4** on the above referenced project in the amount of **\$236,841.17**. We have verified the quantities and recommend approval. Please place this item on the next available council docket for payment consideration. This estimate should be paid out of the following account:

2023 G.O. Bond Issue Paving Account
(Acct. #80-93-97550) \$236,841.17

Should you have any questions or comments, please contact me.

Sincerely,

Smith Roberts Baldischwiler, LLC


Grady J. Wade, P.E.
Nichols Hills City Engineer

cc: File #1160021
Enclosure

PROGRESSIVE ESTIMATE NO. 4

Nichols Hills 2023 G.O. Bond Issue Paving Improvements
1100 Block of Bedford Drive, 7000 Block of Waverly Avenue
& 6800 Block of Trenton Road
PC-2302

Rudy Construction Co.
P.O. Box 14575
Oklahoma City, OK

From: 7/1/2024 To: 7/31/2024
Notice to Proceed: 4/8/2024
Project Duration: 150 Calendar Days
Days Used: 106
Days Remaining: 44

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	WORK DONE THIS EST.	WORK DONE PREVIOUS	TOTAL WORK ON CONTRACT	UNIT PRICE	AMOUNT	% COMPLETE
1	AGGREGATE BASE (TYPE A) W/EXCAVATION (8")	CY	917.00	227.12	455.54	682.66	\$145.00	\$98,885.70	74.44
2	AGGREGATE BASE (TYPE A) W/EXCAVATION (6")	CY	400.00	45.41	6.93	52.34	\$110.00	\$5,757.84	13.09
3	PORTLAND CEMENT CONCRETE PAVEMENT (6")	SY	4,220.00	1,188.92	1,668.73	2,857.65	\$80.00	\$228,612.00	67.72
4	FIBER REINFORCED CONCRETE PAVEMENT (5")	SY	901.00	0.00	911.85	911.85	\$90.00	\$82,066.50	101.20
5	INTEGRAL CURB (6" BARRIER)	LF	3,375.00	605.91	1,496.92	2,102.83	\$10.00	\$21,028.30	62.31
6	CAST IRON CURB HOOD (R-3262)(SP)	EA	19.00	8.00	10.00	18.00	\$500.00	\$9,000.00	94.74
7	DESIGN 2-0 INLET COMPLETE IN PLACE	EA	2.00	1.00	0.00	1.00	\$7,500.00	\$7,500.00	50.00
8	ADDITIONAL HOODS	EA	22.00	11.00	0.00	11.00	\$300.00	\$3,300.00	50.00
9	WATER LINE LOWERING (COMPLETE)(6") (COMPLETE IN PLACE)	EA	2.00	0.00	0.00	0.00	\$13,000.00	\$0.00	0.00
10	WATER SERVICE LINE LONG (2")	EA	4.00	0.00	0.00	0.00	\$4,600.00	\$0.00	0.00
11	REMOVE AND RESET SIGN	EA	10.00	6.00	0.00	6.00	\$750.00	\$4,500.00	60.00
12	REMOVE & RESET LAWN IRRIGATION PIPE (1/2" TO 2" DIA. PVC)	LF	1,400.00	360.00	478.00	838.00	\$12.00	\$10,056.00	59.86
13	REMOVE & RESET LAWN IRRIGATION HEAD	EA	140.00	24.00	34.00	58.00	\$60.00	\$3,480.00	41.43
14	COLOR AUDIO/VIDEO RECORDING, PRE & POST CONSTRUCTION (RECORDED DIGITALLY ON DVD)	LS	1.00	0.00	0.50	0.50	\$1,000.00	\$500.00	50.00
15	CONSTRUCTION STAKING	LS	1.00	0.20	0.30	0.50	\$12,000.00	\$6,000.00	50.00
16	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	LS	1.00	0.20	0.30	0.50	\$25,000.00	\$12,500.00	50.00
17	MOBILIZATION	LS	1.00	0.20	0.30	0.50	\$40,000.00	\$20,000.00	50.00
18	RELOCATE WATER METER	EA	2.00	0.00	0.00	0.00	\$1,500.00	\$0.00	0.00
19	REMOVE SIDEWALK (CONCRETE/STONE/BRICK)	SY	2.00	0.00	0.00	0.00	\$50.00	\$0.00	0.00
20	STREET PAVEMENT REMOVAL	SY	4,773.00	622.74	3,100.83	3,723.57	\$15.00	\$55,853.55	78.01
21	REMOVE DRIVEWAY (CONCRETE)	SY	371.00	44.71	55.56	100.27	\$15.00	\$1,504.05	27.03
22	SEPERATOR FABRIC FOR BASES (SP)	SY	5,495.00	1,362.70	2,743.28	4,105.98	\$3.00	\$12,317.94	74.72
23	GEOGRID FOR BASES	SY	400.00	0.00	0.00	0.00	\$8.00	\$0.00	0.00
24	SIDEWALK (VARIABLE WIDTH)	SY	2.00	0.00	0.00	0.00	\$250.00	\$0.00	0.00
25	6" P.C. CONCRETE DRIVEWAY (HES)	SY	306.00	44.71	55.56	100.27	\$100.00	\$10,027.00	32.77
26	6" PERFORATED PIPE UNDERDRAIN (COMPLETE IN PLACE)	LF	3,101.00	823.00	745.00	1,568.00	\$25.00	\$39,200.00	50.56
27	6" NON-PERF. PIPE UNDERDRAIN (COMPLETE IN PLACE)	LF	85.00	0.00	27.00	27.00	\$25.00	\$675.00	31.76
28	SOLID SLAB SODDING	LS	1.00	0.50	0.00	0.50	\$15,000.00	\$7,500.00	50.00
29	TREE REMOVAL	EA	1.00	0.00	0.00	0.00	\$1,500.00	\$0.00	0.00
30	ROCK BAG INLET BARRIER	LF	91.00	0.00	0.00	0.00	\$15.00	\$0.00	0.00

ORIGINAL CONTRACT AMOUNT: \$1,067,265.00
CHANGES TO DATE:
Amendment No. 1 \$0.00
Change Order No. 1 \$0.00
CURRENT CONTRACT AMOUNT: \$1,067,265.00

TOTAL AMOUNT OF WORK TO DATE: \$663,463.88
MATERIAL ON HAND: \$0.00
TOTAL TO DATE: \$663,463.88
LESS 5% RETAINAGE: \$33,173.19
DIFFERENCE: \$630,290.69
SUBTOTAL: \$630,290.69
LESS PREVIOUS PAYMENTS: \$393,449.52
CONTRACT AMOUNT DUE THIS ESTIMATE: \$236,841.17

AFFIDAVIT OF CLAIMANT:
STATE OF OKLAHOMA, COUNTY OF OKLAHOMA:
I, _____, of lawful age, being first duly sworn, says that (s)he is the agent authorized by claimant/contractor to submit the attached claim or contract to the CITY OF NICHOLS HILLS, Oklahoma, and that claimant/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the CITY OF NICHOLS HILLS, any money or other thing of value, either directly or indirectly, in the procuring of the contract under which the attached claim for payment is submitted/attached.

CERTIFICATE OF ENGINEER:
I certify that this estimate of \$236,841.17 on this contract is correct, due and payable under the terms of this contract.
SMITH ROBERTS BALDISCHWILER, LLC
BY: Grady J. Wade
Grady J. Wade, P.E.

Rudy Construction Co.
Project Manager

Subscribed and sworn to before me 22nd Aug 24
Notary Public, Clerk of Judge
My Commission Expires: 06/30/27



OFFICER'S APPROVAL:

I hereby certify the articles listed hereon have been received or services performed and this claim is
APPROVED for payment for \$
this _____ day of _____ 20____.

CITY OF NICHOLS HILLS



August 31st, 2024

Honorable Mayor and City Council
City of Nichols Hills
6407 Avondale Drive
Nichols Hills, OK 73116

RE: PAY ESTIMATE NO. 6
Nichols Hills Project No. PC-2301
2023 G.O. Bond Issue Paving Improvements
1600 & 1700 Blocks of Randel Road
Contractor: Rudy Construction Co.
Original Contract Amount: \$1,181,687.50
Current Contract Amount: \$1,181,687.50
Claims to Date Less Ret.: \$1,084,465.52
Paid to Date: \$854,564.41
Amount Remaining: \$327,123.09
Current Amount Due: \$229,901.11

Dear Mayor and City Council:

Enclosed please find **Progressive Estimate No. 6** on the above referenced project in the amount of **\$229,901.11**. We have verified the quantities and recommend approval. Please place this item on the next available council docket for payment consideration. This estimate should be paid out of the following account:

2023 G.O. Bond Issue Paving Account
(Acct. #80-93-97550) \$229,901.11

Should you have any questions or comments, please contact me.

Sincerely,

Smith Roberts Baldischwiler, LLC


Grady J. Wade, P.E.
Nichols Hills City Engineer

cc: File #116002H
Enclosure

PROGRESSIVE ESTIMATE NO. 6

Nichols Hills 2023 G.O. Bond Issue Paving Improvements
1600 & 1700 Blocks of Randel Road

Rudy Construction Co.
P.O. Box 14575
Oklahoma City, OK

From: 7/1/2024 To: 7/31/2024
Notice to Proceed: 2/5/2024
Project Duration: 180 Calendar Days
Days Used: 169
Days Remaining: 11

PC-2301

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	WORK DONE THIS EST.	WORK DONE PREVIOUS	TOTAL WORK ON CONTRACT	UNIT PRICE	AMOUNT	% COMPLETE
1	AGGREGATE BASE (TYPE A) W/EXCAVATION (8")	CY	1,249.00	324.35	1,175.52	1,499.87	\$130.00	\$194,983.10	120.09
2	AGGREGATE BASE (TYPE A) W/EXCAVATION (6")	CY	400.00	25.40	347.31	372.71	\$100.00	\$37,271.00	93.18
3	PORTLAND CEMENT CONCRETE PAVEMENT (6")	SY	6,464.00	1,389.75	5,038.68	6,428.43	\$80.00	\$514,274.40	99.45
4	INTEGRAL CURB (6" BARRIER)	LF	4,194.00	709.25	2,802.19	3,511.44	\$10.00	\$35,114.40	83.73
5	CAST IRON CURB HOOD (R-3262)(SP)	EA	33.00	5.00	33.00	38.00	\$400.00	\$15,200.00	115.15
6	WATER LINE LOWERING (COMPLETE)(6")(COMPLETE IN PLACE)	EA	2.00	0.00	0.00	0.00	\$11,500.00	\$0.00	0.00
7	WATER SERVICE LINE LONG (2")	EA	10.00	0.00	7.00	7.00	\$4,300.00	\$30,100.00	70.00
8	REMOVE AND RESET SIGN	EA	2.00	0.00	0.00	0.00	\$550.00	\$0.00	0.00
9	REMOVE & RESET LAWN IRRIGATION PIPE (1/2" TO 2" DIA. PVC)	LF	1,400.00	365.00	1,155.00	1,520.00	\$12.00	\$18,240.00	108.57
10	REMOVE & RESET LAWN IRRIGATION HEAD	EA	140.00	28.00	107.00	135.00	\$60.00	\$8,100.00	96.43
11	COLOR AUDIO/VIDEO RECORDING, PRE & POST CONSTRUCTION (RECORDED DIGITALLY	LS	1.00	0.00	0.50	0.50	\$1,000.00	\$500.00	50.00
12	CONSTRUCTION STAKING	LS	1.00	0.15	0.85	1.00	\$10,000.00	\$10,000.00	100.00
13	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	LS	1.00	0.20	0.80	1.00	\$20,000.00	\$20,000.00	100.00
14	MOBILIZATION	LS	1.00	0.20	0.80	1.00	\$33,000.00	\$33,000.00	100.00
15	RELOCATE WATER METER	EA	4.00	0.50	0.00	0.50	\$1,055.00	\$527.50	12.50
16	REMOVE SIDEWALK (CONCRETE/STONE/BRICK)	SY	31.50	4.16	5.90	10.06	\$25.00	\$251.50	31.94
17	STREET PAVEMENT REMOVAL	SY	6,104.00	1,398.89	4,966.06	6,364.95	\$12.00	\$76,379.40	104.28
18	REMOVE DRIVEWAY	SY	445.00	28.20	194.46	222.66	\$15.00	\$3,339.90	50.04
19	SEPERATOR FABRIC FOR BASES (SP)	SY	7,138.00	1,452.33	5,242.52	6,694.85	\$3.00	\$20,084.55	93.79
20	GEOGRID FOR BASES	SY	400.00	0.00	456.67	456.67	\$8.00	\$3,653.36	114.17
21	SIDEWALK (VARIABLE WIDTH)	SY	30.00	4.16	2.00	6.16	\$100.00	\$616.00	20.53
22	6" P.C. CONCRETE DRIVEWAY (HES)	SY	386.00	28.20	194.46	222.66	\$90.00	\$20,039.40	57.68
23	6" PERFORATED PIPE UNDERDRAIN (COMPLETE IN PLACE)	LF	3,899.00	891.00	3,010.34	3,901.34	\$21.00	\$81,928.14	100.06
24	6" NON-PERF. PIPE UNDERDRAIN (COMPLETE IN PLACE)	LF	204.00	0.00	120.00	120.00	\$21.00	\$2,520.00	58.82
25	SOLID SLAB SODDING	LS	1.00	1.00	0.00	1.00	\$15,000.00	\$15,000.00	100.00
26	TREE REMOVAL	EA	1.00	0.00	0.00	0.00	\$1,500.00	\$0.00	0.00
27	ROCK BAG INLET BARRIER	L.F.	54.00	0.00	28.00	28.00	\$15.00	\$420.00	51.85

ORIGINAL CONTRACT AMOUNT: \$1,181,687.50

CHANGES TO DATE:

Amendment No. 1
Change Order No. 1

\$0.00
\$0.00

CURRENT CONTRACT AMOUNT: \$1,181,687.50

TOTAL AMOUNT OF WORK TO DATE: \$1,141,542.65
MATERIAL ON HAND: \$0.00
TOTAL TO DATE: \$1,141,542.65
LESS 5% RETAINAGE: \$57,077.13
DIFFERENCE: \$1,084,465.52
SUBTOTAL: \$1,084,465.52
LESS PREVIOUS PAYMENTS: \$854,564.41

CONTRACT AMOUNT DUE THIS ESTIMATE: \$229,901.11

AFFIDAVIT OF CLAIMANT:

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA:

I, _____, of lawful age, being first duly sworn, says that (s)he is the agent authorized by claimant/contractor to submit the attached claim or contract to the CITY OF NICHOLS HILLS, Oklahoma, and that claimant/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the CITY OF NICHOLS HILLS, any money or other thing of value, either directly or indirectly, in the procuring of the contract under which the attached claim for payment is submitted/attached.

CERTIFICATE OF ENGINEER:

I certify that this estimate of \$229,901.11 on this contract is correct, due and payable under the terms of this contract.

SMITH ROBERTS BALDISCHWILER, LLC

BY: Grady J. Wade, P.E.

OFFICER'S APPROVAL:

I hereby certify the articles listed hereon have been received or services performed and this claim is
APPROVED for payment for \$ _____

this _____ day of _____, 20____.

CITY OF NICHOLS HILLS

Rudy Construction Co.

Project Manager

Subscribed and sworn to before me _____, 20____

Notary Public, Clerk or Judge

My Commission Expires: _____



RESOLUTION

(No.1557)

A RESOLUTION AUTHORIZING THE DISPOSAL AND DESTRUCTION OF CERTAIN ORIGINAL RECORDS AND PAPERS OF RECORDS PRIOR TO THE RETENTION PERIOD FOR SUCH RECORDS ESTABLISHED IN THE REVISED RECORDS RETENTION MANUAL, 2015; AND DIRECTING THE CITY MANAGER TO TAKE ALL ACTIONS NECESSARY TO PROVIDE FOR THE DISPOSAL AND DESTRUCTION OF SUCH RECORDS.

WHEREAS, 11 O.S. § 22-131(A) prescribes retention periods for the destruction, sale or disposition of certain enumerated municipal records; and

WHEREAS, 11 O.S. § 22-131(B) provides that time limits for the disposition of records, papers and documents which are not mentioned in 11 O.S. § 22-131(A) “may be determined and set by ordinance or resolution of the municipal governing body;” and

WHEREAS, on September 8, 2015 the Council of the City of Nichols Hills, Oklahoma adopted a Resolution which: (a) established the Revised Records Retention Manual, 2015, for the City of Nichols Hills, Oklahoma (“Records Retention Manual”); and (b) in accordance with 11 O.S. § 22-132(C), declared that whenever photostatic copies, photographs, microphotographs, reproductions on films or optical disks of the records described in the Records Retention Manual shall be placed in conveniently accessible files and provisions made for preserving, examining and using same, the City Manager may certify those facts to the City Council; and, following such certification, the City Council may, by resolution, authorize the disposal, archival storage or destruction of the original records and papers before the expiration of the retention period established in the Records Retention Manual; and

WHEREAS, the City Manager has made certification in the attached Exhibit A that photostatic copies, photographs, reproductions on films or optical disks of the records described in Exhibit A have been placed in conveniently accessible files and provisions have been made for preserving, examining and using the same; and

WHEREAS, the Council of the City of Nichols Hills, Oklahoma deems it to be in the best interests of the City of Nichols Hills, Oklahoma to make available additional storage space in the offices of the City by authorizing the disposal and destruction of the original records and papers of the records identified in Exhibit A of this Resolution;

NOW, THEREFORE, BE IT RESOLVED, that in accordance with 11 O.S. § 22-132(C), the Council of the City of Nichols Hills, Oklahoma hereby authorizes the disposal and destruction of the original records and papers of records identified in the attached Exhibit A prior to the retention periods for such records established in the Revised Retention Manual, 2015, and directs the City Manager to take all actions necessary to provide for the disposal and destruction of such records.

ADOPTED AND APPROVED by the Council and **SIGNED** by the Mayor of the City of Nichols Hills, Oklahoma, this 10th day of September, 2024.

Mayor

(SEAL)
ATTEST:

City Clerk

Approved as to form:

City Attorney

Exhibit A

CERTIFICATION

I, S. Shane Pate II, City Manager for the City of Nichols Hills, Oklahoma, hereby certify that photostatic copies, photographs, reproductions on films or optical disks of the following records have been placed in conveniently accessible files and provisions have been made for preserving, examining and using the same:

Record Classification:

Record Dates:

Agendas

City Council	August 13, 2024
Board of Adjustment	August 21, 2024
Nichols Hills Municipal Authority	August 13, 2024
Building Commission	July 16, 2024
City Council	August 23, 2024
Building Commission	August 20, 2024
Environment, Health and Sustainability Commission	August 28, 2024
City Council	September 4, 2024
Planning Commission	September 3, 2024
Board of Park Commissioners	September 4, 2024

Agreements and Contracts

Purchase and Sale Agreement – 1842 Westminster Place	July 9, 2024
Lease – 1842 Westminster Place	July 9, 2024
Tyler Technologies – Community Development Suite	July 24, 2023
Civic Plus – Civic Clerk	October 13, 2023
Civic Plus – Process Automation	October 13, 2023

Bank Statements and Reconciliations

Global Payments	July 31, 2024
Bank of Oklahoma	July 31, 2024
Bank of Oklahoma	June 30, 2024
Health Insurance Account	August 31, 2024
Sinking Fund	August 31, 2024
2020 GO Bond	August 31, 2024
2021 GO Bond	August 31, 2024
2022 GO Bond	August 31, 2024
2023 GO Bond	August 31, 2024
2024 GO Bond	August 31, 2024
Pooled Cash	August 31, 2024
Redbud Park Improvement Project	August 31, 2024
Utility Deposit	August 31, 2024
Court Bond Account	August 31, 2024
Flex Claims	August 31, 2024

Certificate of Insurance

4L Concrete LLC-38SBAAJ9A54	August 2024
Pristine Pools-6045850916	August 2024
Sunrooms & More Design Center LLC-CLP895627912	August 2024
Welco Electric, Inc-BBB7336	August 2024
Custom Climate, LLC-MPT3353T	August 2024
Sunbelt Heat & Air Services INC-6465152	August 2024
Rebel Sign Company LLC-04GL001046512	August 2024
Mud & Steel Construction-GLO108140	August 2024
Wabi Sabi West-5D56993	August 2024
Air Design, Inc.-38SBABJ2TAE	August 2024

Citations

Court Citations	June 5, 2024
Court Warnings	June 2024

Collateral – Letters of Credit – Certificates of Deposit

Pledge Inventory Report	July 31, 2024
Pledging Report – First National Bank	August 31, 2024
Investment Portfolio Pledged Securities – BancFirst	August 31, 2024
Letter of Credit – MidFirst Bank	August 26, 2024

Contractor Registration

BPR Roofing & Construction	August 2024
VM Concrete Inc.	August 2024
MF Fast Concrete	August 2024
We 3 Dwellings LLC	August 2024
Liberty Construction Co.	August 2024
Nicholson Heat & Air	August 2024
On the Fence OKC LLC	August 2024
Randy's Pools LLC	August 2024
Great Designs Construction & Remodeling LLC	August 2024
Peruch Construction LLC	August 2024
Accutemp Heating & Air Conditioning & Electric	August 2024

Contractor Renewal

Lone Oak Custom Homes	August 2024
H&M Plumbing	August 2024
Encompass Design Build LLC	August 2024
Landmark Construction Group	August 2024
Comfortworks Inc	August 2024
Accutempt Heating & Air Conditioning	August 2024
Red Beard Plumbing	August 2024
AAA Landscape Inc	August 2024
Wec Electrical Contractors	August 2024
Ingram Mechanical LLC	August 2024
Urban Lawn & Landscaping Inc	August 2024

Legacy 4 Inc	August 2024
Avticon of Oklahoma	August 2024
Southwestern Roofing and Metal	August 2024
Vortex Electric LLC	August 2024
Chet Walcott Plumbing Inc	August 2024
Paul Shadid Heating & A/C - Paul Shadid	August 2024
Paul Shadid Heating & A/C - Clayton Shadid	August 2024
Paul Shadid Heating & A/C - Chase Shadid	August 2024
Alliance Mechanical LLC	August 2024
Daniel Moody Reid	August 2024
All American Electric	August 2024
Moxi Pest Control Oklahoma LLC	August 2024
Herd Construction LLC	August 2024
Stoops Electric	August 2024
FS Plumbing & Backflow INC	August 2024
Clarks Plumbing	August 2024
Maccini Construction	August 2024
Allied Pest Services Inc	August 2024
Wabi Sabi West LLC	August 2024
AKC Plumbing LLC	August 2024
The Dead Mosquito	August 2024

Contractor Surety Bond

Gene Walta	August 2024
Sherwood Gardens Landscape Design & Development	August 2024
Total Environment, LLC	August 2024
High Definition Lawn and Landscape LLC	August 2024

Easement, Right-of-Way Permits

Chesapeake Land Development Easement	November 21, 2022
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General Obligation Bonds

PC-2402 Specifications, Proposal and Notice to Bidders	August 13, 2024
Contract CGC, LLC - PC-2401	July 9, 2024
Statutory Bond CGC, LLC - PC-2401	July 9, 2024
Performance Bond CGC, LLC - PC-2401	July 9, 2024
Maintenance Bond CGC, LLC - PC-2401	July 9, 2024
Liability Insurance CGC, LLC - PC-2401	July 9, 2024
Tax Exempt Letter – PC-2401	August 12, 2024
PC-2302 Pay Estimate #3	August 13, 2024
PC-2301 Pay Estimate #5	August 13, 2024
WC-2101 Pay Estimate #4	August 13, 2024
PC-2201 Contract Status Letter – Great American Group	June 28, 2024
Change Order #3 Fire Training Tower	August 13, 2024
Sinking Fund Schedules June 30, 2024 and Estimate of Needs June 30, 2025	
	August 20, 2024

Minutes

Board of Adjustment	July 17, 2024
Municipal Authority	July 9, 2024
City Council	July 9, 2024
City Council – Special	July 9, 2024
Environment, Health and Sustainability Commission	May 22, 2024
Environment, Health and Sustainability Commission	June 26, 2024

Miscellaneous

OG&E Electrical Inspection Waiver	June 28, 2024
Deed – 1842 Westminster Place	July 11, 2024
OWRB Protest Letter	February 20, 2024
OMAG GASB Letter	June 30, 2024
General Fund FY 25 Budget Amendment #1	July 9, 2024
NHMA FY 25 Budget Amendment # 1	July 9, 2024

Ordinances

Ordinance 1260 – Signs	August 13, 2024
Ordinance 1262 – Certificate of Approval – Landscaping	August 13, 2024
Ordinance 1263 – Certificate of Approval	August 13, 2024
Ordinance 1261 – Board of Adjustment – At-Large	August 13, 2024

Payroll Records

OkMRF – Live-Run Activity Report	July 22, 2024
American Funds – Group Investment Confirm List	August 5, 2024 – August 22, 2024

Permits

BOA-2024-13 Order of Approval	August 21, 2024
FenceWorx -LLC158962-1116 Glenwood Ave	August 2024
Acts 29 Roofing-158957-1119 Glenwood Ave	August 2024
Affordable Construction-158969-1833 Drakestone	August 2024
DKS Plumbing Inc-158974-7325 Waverly	August 2024
Biggs Electric-158998-1700 Coventry	August 2024
AIM Fencing & Home Remodeling-158993-1813 Dorchester	August 2024
Gumerson Blake Design-158989-1700 Coventry	August 2024
Quality Irrigation, Inc-158983-1711 Camden Way	August 2024
Fence Masters-158979-7319 Waverly	August 2024
Stanley Plumbing Services-158978-6600 Hillcrest	August 2024
Gene Walta-158977-7308 Lancet	August 2024
Numark Roofing & Construction-158976-6426 Lenox	August 2024
Big Fish Fence Service, Inc.-158949-1110 Wilshire	August 2024
Rose Hill Builders-158959-1813 Dorchester	August 2024
Ace Pools-158966-1116 Cumberland	August 2024
Rose Hill Builders-158968-7000 Grand	August 2024
Advanced Electrical Tech-158967-1515 Glenbrook	August 2024
Stanley Plumbing Services-158878-1303 Huntington	August 2024
MF Fast Concrete-158709-1604 Drakestone	August 2024

Brinlaw Construction & Roofing-158956-1106 Wilshire	August 2024
Trademark Exteriors Restoration LLC-158952-6408 Avalon	August 2024
Liberty Construction Co.-158955-1802 Coventry	August 2024
We 3 Dwellings LLC-158932-1702 Guilford	August 2024
Denner Roofing Co.-158950-1800 Dorchester	August 2024
Air Comfort Solutions-158947-1224 Mulberry	August 2024
A&A Pools LLC.-158995-1303 Huntington	August 2024
Myers Roofing-158994-1913 Huntington	August 2024
BPR Roofing-158982-1608 Drakestone	August 2024
Rosewood Building Company-159009-2305 Grand	August 2024
Rosewood Building Company-159008-1803 Drakestone	August 2024
Diamond R Cosntruction & Design LLC-159003-1808 Westminster Place	August 2024
Biggs Electric-159016-2305 Grand	August 2024
Biggs Electric-159017-1803 Drakestone	August 2024
Crown Construction LLC-159012-7712 Dorset Drive	August 2024
Peruch Construction LLC-159014-1621 Queenstown Rd	August 2024
Numark Roofing & Construction-159030-1724 Dorchester	August 2024
Sergio Armas-159029-1719 Westminster	August 2024
Fence 4 Less-159027-1723 Drakestone	August 2024
AGS-159038-1113 Cumberland	August 2024

Proofs of Publication/Public Hearing Notices

Journal Record – Notice of Public Hearing – BOA-2024-13	August 9, 2024
Journal Record – Public Notice – Indebtedness Notice	August 9, 2024
Journal Record – Notice of Public Hearing – PC-2024-07	August 14, 2024
Journal Record – Notice of Public Hearing – PC-2024-08	August 14, 2024
OKC Friday – Public Notice – Indebtedness Notice	August 16, 2024
OKC Friday – Notice of Public Hearing – BOA-2024-13	August 16, 2024
Journal Record – Notice to Bidders – PC-2402	August 23, 2024
OKC Friday – Notice of Public Hearing – PC-2024-07	August 23, 2024
OKC Friday - Notice of Public Hearing – PC-2024-08	August 23, 2024
OKC Friday – Ordinance 1260 – Signs	August 23, 2024
OKC Friday – Ordinance 1261 – At Large Appointments	August 23, 2024
OKC Friday – Ordinance 1262 – Façade Landscaping	August 23, 2024
OKC Friday – Ordinance 1263 – Landscaping Requirements	August 23, 2024
OKC Friday – Notice to Bidders – PC-2402	August 23, 2024

Public Hearing

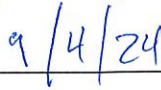
Board of Adjustment Notice BOA-2024-13	August 6, 2024
Planning Commission Notice PC-2024-07	August 12, 2024

Resolutions

Resolution 1554 – OkMRF Ballot	August 13, 2024
Resolution 1555 – ACOG Amendment	August 13, 2024
Resolution 1556 – STBG-UZA Grant	August 13, 2024
Resolution 1553 – Destruction List	August 13, 2024



S. Shane Pate II, City Manager



Date



CITY OF NICHOLS HILLS

Scott Johnston
Information Systems Manager

TO: Shane Pate, City Manager
FROM: Scott Johnston
SUBJECT: Request to Purchase iPads
DATE: September 1, 2024

I am requesting permission to purchase five replacement iPads for City employees. These devices enable employees to work efficiently throughout the City, providing detailed information of maps and locations of water and sewer systems. This project is listed in the 2024-2025 Capital Improvement Budget at a cost not to exceed \$5,000.



CITY OF NICHOLS HILLS

Scott Johnston
Information Systems Manager

TO: Shane Pate, City Manager
FROM: Scott Johnston
SUBJECT: Request to Purchase Panic Alarm System
DATE: September 1, 2024

I am requesting permission to purchase a Panic Alarm System for Public Works Department. This would allow employees to quickly and efficiently alert the Police Department of any emergency situation. This project is listed in the 2024-2025 Capital Improvement Budget at a cost not to exceed \$5,000.



CITY OF NICHOLS HILLS

Scott Johnston
Information Systems Manager

TO: Shane Pate, City Manager
FROM: Scott Johnston
SUBJECT: Request to Purchase Tablets
DATE: September 1, 2024

I am requesting permission to purchase five replacement Tablets for Police vehicles. These devices assist the officers with dispatch, situational awareness, records management, and traffic related information needed to do the job. This project is listed in the 2024-2025 Capital Improvement Budget at a cost not to exceed \$6,000.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NICHOLS HILLS, OKLAHOMA APPROVING THE AMENDED AND RESTATED KEYSTONE FLEX ADMINISTRATORS FSA PLAN

WHEREAS, the City of Nichols Hills, Oklahoma (the “City”) adopted the Keystone Flex Administrators FSA Plan (the “FSA Plan”) effective July 1, 2010.

WHEREAS, the FSA Plan provides certain employee benefits to the City’s employees who qualify under the FSA Plan.

WHEREAS, the FSA Plan has been amended and restated to be effective July 1, 2024, which plan is attached hereto as Attachment A, and the City Manager recommends approval of the amended and restated FSA Plan.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Nichols Hills, Oklahoma does hereby approve the amended and restated FSA Plan to be effective July 1, 2024.

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute the amended and restated FSA Plan and deliver it to the FSA Plan Administrator and to take such further actions as may be required related to its implementation, including instruction to the Administrator to take such actions that the Administrator deems necessary and appropriate in order to implement the amended and restated FSA Plan and to set up adequate accounting and administrative procedures for the provision of benefits under it.

BE IT FURTHER RESOLVED, that the City Manager will act as soon as possible to notify the City’s employees of the adoption of the amended and restated FSA Plan and to deliver to each employees a copy of the Summary Plan Description of the FSA Plan, which summary is included in Attachment A.

PASSED AND APPROVED by the Council of the City of Nichols Hills, Oklahoma, this __ day of _____, 2024.

Mayor

(SEAL)
ATTEST:

City Clerk

Approved as to form:

City Attorney

Attachment A to Resolution



City of Nichols Hills

City of Nichols Hills
6407 Avondale Drive
Nichols Hills, OK 73116

City of Nichols Hills FSA Plan

Plan Document

Amended and Restated July 01, 2024

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City of Nichols Hills

City of Nichols Hills FSA Plan

INTRODUCTION

The company amends and restates this Plan as of July 01, 2024 with an original effective date of July 01, 2010. Its purpose is to provide benefits for those Employees who shall qualify hereunder and their Dependents and beneficiaries. The concept of this Plan is to allow Employees to elect between cash compensation or certain nontaxable benefit options as they desire. The Plan shall be known as the City of Nichols Hills FSA Plan (the "Plan").

The intention of the Employer is that the Plan qualify as a "Cafeteria Plan" within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and that the benefits which an Employee elects to receive under the Plan be excludable from the Employee's income under Section 125(a) and other applicable sections of the Internal Revenue Code of 1986, as amended.

I. ARTICLE - PLAN DEFINITIONS

01. **"Administrator"** means the Employer, unless another person or entity has been designated by the Employer pursuant to the Article titled: "Administration" to administer the Plan on behalf of the Employer. If the Employer is the Administrator, the Employer may appoint any person, including but not limited to the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.
02. **"Benefit"** or **"Benefit Options"** means any of the optional benefit choices available to a Participant as outlined in the Article titled: "Benefit Information".
03. **"Cafeteria Plan Benefit Dollars"** means the amount available to Participants to purchase Benefit Options as provided under the Article titled: "Benefit Information". Each dollar contributed to this Plan shall be converted into one Cafeteria Plan Benefit Dollar.
04. **"Code"** means the Internal Revenue Code of 1986, as amended or replaced from time to time.
05. **"Compensation"** means the amounts received as compensation by the Participant from the Employer during a Plan Year.
06. **"Dependent"** means any individual who qualifies as a dependent under an Insurance Contract for purposes of coverage under that Contract only or under Code Section 152 (as modified by Code Section 105(b)). Any child of a Plan Participant who is determined to be an alternate recipient under a qualified medical child support order under ERISA Sec. 609 shall be considered a Dependent under this Plan.

"Dependent" shall include any Child of a Participant who is covered under an Insurance Contract, as defined in the Contract, or under the Health Flexible Spending Account or as allowed by reason of the Affordable Care Act.

For purposes of the Health Flexible Spending Account, a Participant's "Child" includes his or her natural child, stepchild, foster child, adopted child, or a child placed with the Participant for adoption. A Participant's Child will be an eligible Dependent until reaching the limiting age of 26, without regard to student status, marital status, financial dependency or residency status with the Employee or any other person. When the child reaches the applicable limiting age, coverage will end at the end of the calendar year.

The phrase "placed for adoption" refers to a child whom the Participant intends to adopt, whether or not the adoption has become final, who has not attained the age of 18 as of the date of such placement for adoption. The term "placed" means the assumption and retention by such Employee of a legal obligation for total or partial support of the child in anticipation of adoption of the child. The child must be available for adoption and the legal process must have commenced.

07. **"Effective Date"** means July 01, 2010.
08. **"Election Period"** means the period, established by the Administrator, immediately preceding the beginning of each Plan Year, such period to be applied on a uniform and nondiscriminatory basis for all Employees and Participants. However, an Employee's initial Election Period shall be determined pursuant to the Article titled: "Participant Elections".
09. **"Eligible Employee"** means any Employee who has satisfied the provisions of the Section titled: "Eligibility".

An individual shall not be an "Eligible Employee" if such individual is not reported on the payroll

records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the Employer on its payroll records are not "Eligible Employees" and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors.

10. **"Employee"** means any person who is currently or hereafter employed by the Employer.

The term Employee shall include leased employees within the meaning of Code Section 414(n)(2).

11. **"Employer"** means City of Nichols Hills and any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. In addition, where appropriate, the term Employer shall include any Participating, or Adopting Employer.

12. **"ERISA"** means the Employee Retirement Income Security Act of 1974, as amended from time to time.

13. **"Grace Period"** means the two and one-half month period after the end of the Plan Year. The Grace Period allows a Participant with unused funds or contributions to be reimbursed for expenses incurred during the Grace Period. The effect of the Grace Period is that a Participant has up to 14 months and 15 days to use the funds for the Plan Year.

14. **"Insurance Contract"** means any contract issued by an Insurer underwriting a Benefit, or any self-funded arrangement providing any Benefit offered for health and welfare coverage to Eligible Employees of the Employer.

15. **"Insurance Premium Payment Plan"** means the plan of benefits contained in the "Benefit Options" section of this Plan, which provides for the payment of Premium Expenses.

16. **"Insurer"** means any insurance company that underwrites a Benefit or any self-funded arrangement under this Plan.

17. **"Key Employee"** means an Employee described in Code Section 416(i)(1) and the Treasury regulations thereunder.

18. **"Participant"** means any Eligible Employee who elects to become a Participant pursuant to the Section titled: "Application to Participate" and has not for any reason become ineligible to participate further in the Plan.

19. **"Plan"** means the flexible benefits plan described in this instrument, including all amendments thereto.

20. **"Plan Year"** means the 12-month period beginning July 01 and ending June 30. The Plan Year shall be the coverage period for the Benefits provided for under this Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.

21. **"Premium Expenses"** or **"Premiums"** means the Participant's cost for the Benefits described in the Section titled: "Benefit Options".

22. **"Premium Expense Reimbursement Account"** means the account established for a Participant pursuant to this Plan to which part of his or her Cafeteria Plan Benefit Dollars may be allocated and from which Premiums of the Participant shall be paid or reimbursed. If more than one type of insured Benefit is elected, sub-accounts shall be established for each type of insured Benefit.

23. **"Run-out Period"** means the set number of days after the plan year ends that allows you to submit claims for eligible expenses incurred during the Plan Year.

24. **"Salary Redirection"** means the contributions made by the Employer on behalf of Participants pursuant to the Section titled: "Salary Redirection". These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under the Article titled: "Participant Elections".

25. **"Salary Redirection Agreement"** means an agreement between the Participant and the Employer under which the Participant agrees to reduce his or her Compensation or to forego all or part of the increases in such Compensation and to have such amounts contributed by the Employer to the Plan on the Participant's behalf. The Salary Redirection Agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking this Plan and Code Section 125 into account) and, subsequently does not become currently available to the Participant.

26. **"Spouse"** means "spouse" as defined in an Insurance Contract, then, for purposes of coverage under that Insurance Contract only, "spouse" shall have the meaning stated in the Insurance Contract. In all other cases, "spouse" shall have the meaning stated under applicable federal or

state law.

II. ARTICLE - PARTICIPATION

01. **ELIGIBILITY**

An individual is eligible to participate in this Plan if the individual:

- a. is an Eligible Employee as defined in the Article titled: "Definitions"
- b. is working an average of 30 hours or more per week or at least 130 hours per month; and
- c. is eligible for the group medical plan

02. **EFFECTIVE DATE OF PARTICIPATION**

An Eligible Employee shall become a Participant effective as of the entry date under the Employer's group medical plan.

03. **APPLICATION TO PARTICIPATE**

An Employee who is eligible to participate in this Plan shall, during the applicable Election Period, complete an application to participate in a manner set forth by the Administrator. The election shall be irrevocable until the end of the applicable Plan Year unless the Participant is entitled to change his or her Benefit elections pursuant to the Section titled: "Change in Status".

An Eligible Employee shall also be required to complete a Salary Redirection Agreement during the Election Period for the Plan Year during which he wishes to participate in this Plan. Any such Salary Redirection Agreement shall be effective for the first pay period beginning on or after the Employee's effective date of participation pursuant to the Section titled: "Effective Date of Participation".

Notwithstanding the foregoing, an Employee who is eligible to participate in this Plan and who is covered by the Employer's insured Benefits under this Plan shall automatically become a Participant to the extent of the Premiums for such insurance, unless the Employee elects, during the Election Period, not to participate in the Plan.

04. **TERMINATION OF PARTICIPATION**

A Participant shall no longer participate in this Plan upon the occurrence of any of the following events:

- a. **Termination of employment.** The termination of Participant's employment, subject to the provisions of the Section titled: "Termination of Employment"
- b. **Death.** The Participant's death, subject to the provisions of the Section titled: "Death" or
- c. **Termination of the plan.** The termination of this Plan, subject to the provisions of the Section titled: "Termination".

05. **TERMINATION OF EMPLOYMENT**

If a Participant's employment with the Employer is terminated for any reason other than death, his or her participation in the Benefit Options provided under the Section titled: "Benefit Options" shall be governed in accordance with the following:

- a. **Insurance Benefit.** With regard to Benefits which are insured, the Participant's participation in the Plan shall cease, subject to the Participant's right to continue coverage under any Insurance Contract for which premiums have already been paid.
- b. **Dependent Care FSA.** With regard to the Dependent Care Flexible Spending Account, the Participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such Participant may submit claims for employment-related Dependent Care Expense reimbursements for expenses within 90 days after the end of the Plan Year, limited by the balance in the Participant's Dependent Care Flexible Spending Account as of the date of termination.
- c. **Health FSA, COBRA applicability.** With regard to the Health Flexible Spending Account, the Participant may submit claims for expenses that were incurred during the portion of the Plan Year for which contributions to the Health Flexible Spending Account have already been made. Thereafter, the health benefits under this Plan including the Health Flexible Spending Account, shall be applied and administered consistent with such further rights that a Participant and his or her Dependents may be entitled to pursuant to Code Section 4980B and the Section titled: "Continuation of Coverage" of the Plan.

06. **REINSTATEMENT OF A FORMER PARTICIPANT**

An Employee whose participation terminates and returns to an eligible status less than thirty days

later may re-enroll within thirty days of returning to an eligible status with a commencement date of the first of the month following the adjusted eligibility date. An Employee who re-enrolls in a Health Flexible Spending Account or Dependent Care Account after such time must re-enter the Plan and reinstate their original elections for that Plan Year with adjustments to the annual election amount as the Administrator deems necessary to prorate the annual election amount over the remainder of the Plan Year. Expenses incurred by the employee during the time that the employee was not a Participant will not be covered expenses unless COBRA was elected pursuant to the Article titled: "Continuation of Coverage (COBRA)".

Any Employee who terminates employment and is rehired into an eligible status after thirty days from the date of termination will be treated as a new enrollee under the Plan. If such Employee returns within the same Plan Year, prior contributions made to the Health Flexible Spending Account and/or the Dependent Care Account will be taken into consideration so as not to exceed Plan or IRS maximums.

07. **DEATH**

If a Participant dies, his or her participation in the Plan shall immediately cease. However, such Participant's spouse or Dependents may submit claims for expenses or benefits for the remainder of the Plan Year or until the Cafeteria Plan Benefit Dollars allocated to a particular specific benefit are exhausted. In no event may reimbursements be paid to someone who is not a spouse or Dependent. If the Plan is subject to the provisions of Code Section 4980B, then those provisions and related regulations shall apply for purposes of the Health Flexible Spending Account.

III. ARTICLE - CONTRIBUTIONS TO THE PLAN

01. SALARY REDIRECTION

Subject to the provisions of the section titled "Employer Contributions," benefits under the Plan shall be financed by Salary Redirections sufficient to support the benefits that a Participant has elected hereunder and to pay the Participant's Premium Expenses. The salary administration program of the Employer shall be revised to allow each Participant to agree to reduce his or her pay during a Plan Year by an amount determined necessary to purchase the elected Benefit Options. The amount of such Salary Redirection shall be specified in the Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the Employee's entry date up to and including the last day of the Plan Year. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participant's elections made under the Section titled: "Initial Elections".

Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to the Section titled: "Initial Elections") and prior to the end of the Election Period and shall be irrevocable for such Plan Year. However, a Participant may revoke a Benefit election or a Salary Redirection Agreement after the Plan Year has commenced and make a new election with respect to the remainder of the Plan Year, if both the revocation and the new election are on account of and consistent with a change in status and such other permitted events as determined under the Article titled: "Participant Elections" and are consistent with the rules and regulations of the Department of the Treasury. Salary Redirection amounts shall be contributed on a pro rata basis for each pay period during the Plan Year. All individual Salary Redirection Agreements are deemed to be part of this Plan and incorporated by reference hereunder.

02. APPLICATION OF CONTRIBUTIONS

As soon as reasonably practical after each payroll period, the Employer shall apply the Salary Redirection to provide the Benefits elected by the affected Participants. Any contribution made or withheld for the Health Flexible Spending Account or Dependent Care Flexible Spending Account shall be credited to such fund or account. Amounts designated for the Participant's Premium Expense Reimbursement Account shall likewise be credited to such account for the purpose of paying Premium Expenses.

03. PERIODIC CONTRIBUTIONS

Notwithstanding the requirement provided above and in other Articles of this Plan that Salary Redirections be contributed to the Plan by the Employer on behalf of an Employee on a level and pro rata basis for each payroll period, the Employer and Administrator may implement a procedure in which Salary Redirections are contributed throughout the Plan Year on a periodic basis that is not pro rata for each payroll period. However, with regard to the Health Flexible Spending Account, the payment schedule for the required contributions may not be based on the rate or amount of reimbursements during the Plan Year.

04. EMPLOYER CONTRIBUTIONS

The Employer may provide non-elective contributions in the form of Employer Funding into the Health Flexible Spending Account and Dependent Care Spending Account to the extent as described in the Section Titled: "Limitation on Allocations". Such contributions may be prorated for Participants who begin participating in the middle of the Plan Year. Contributions or matching contributions made to the Health Flexible Spending Account and Dependent Care Spending Account generally do not count toward the annual contribution limit as described in the Section Titled: "Limitation on Allocations".

IV. ARTICLE - BENEFITS

01. **BENEFIT OPTIONS**

Each Participant may elect any one or more of the following optional Benefits:

- Health Flexible Spending Account
- Dependent Care Flexible Spending Account

In addition, each Participant shall have a sufficient portion of his or her Salary Redirections applied to the following Benefits unless the Participant elects not to receive such Benefits:

- Group Medical Plan
- Group Dental Plan
- Group Vision Plan
- Critical Illness
- Hospital Indemnity Insurance
- Accidental Death & Dismemberment
- Cancer Insurance
- Voluntary Benefit(s)
- Intensive Care Insurance
- Specified Health Event
- Personal Sickness Indemnity

02. **HEALTH FLEXIBLE SPENDING ACCOUNT BENEFIT**

Each Participant may elect to participate in the Health Flexible Spending Account option, in which case the Article titled: "Health Flexible Spending Account" shall apply.

03. **DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT BENEFIT**

Each Participant may elect to participate in the Dependent Care Flexible Spending Account option, in which case the Article titled: "Dependent Care Flexible Spending Account" shall apply.

04. **HEALTH INSURANCE BENEFIT**

- a. **Coverage for Participant and Dependents.** Each Participant may elect to be covered under a health Insurance Contract for the Participant, his or her Spouse, and his or her Dependents.
- b. **Employer selects contracts.** The Employer may select suitable health Insurance Contracts for use in providing this health insurance benefit, which contracts will provide uniform benefits for all Participants electing this Benefit.
- c. **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such health Insurance Contract shall be determined therefrom, and such Insurance Contract shall be incorporated herein by reference.

05. **DENTAL INSURANCE BENEFIT**

- a. **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's dental Insurance Contract. In addition, the Participant may elect either individual or family coverage under such Insurance Contract.
- b. **Employer selects contracts.** The Employer may select suitable dental Insurance Contracts for use in providing this dental insurance benefit, which contracts will provide uniform benefits for all Participants electing this Benefit.
- c. **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such dental Insurance Contract shall be determined therefrom, and such dental Insurance Contract shall be incorporated herein by reference.

06. **VISION INSURANCE BENEFIT**

- a. **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's vision Insurance Contract. In addition, the Participant may elect either individual or family coverage.
- b. **Employer selects contracts.** The Employer may select suitable vision Insurance Contracts for use in providing this vision insurance benefit, which contracts will provide uniform benefits for all Participants electing this Benefit.
- c. **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such vision Insurance Contract shall be determined therefrom, and such vision Insurance Contract shall be incorporated herein by reference.

07. CANCER INSURANCE BENEFIT

- a. **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's cancer Insurance Contract.
- b. **Employer selects contracts.** The Employer may select suitable cancer Insurance Contracts for use in providing this cancer insurance benefit, which contracts will provide uniform benefits for all Participants electing this Benefit.
- c. **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such cancer Insurance Contract shall be determined therefrom, and such cancer Insurance Contract shall be incorporated herein by reference.

08. CRITICAL ILLNESS INSURANCE BENEFIT

- a. **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's critical illness Insurance Contract.
- b. **Employer selects contracts.** The Employer may select suitable critical illness Insurance Contracts for use in providing this critical illness insurance benefit, which contracts will provide uniform benefits for all Participants electing this Benefit.
- c. **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such critical illness Insurance Contract shall be determined therefrom, and such critical illness Insurance Contract shall be incorporated herein by reference.

09. HOSPITAL INDEMNITY INSURANCE BENEFIT

- a. **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's hospital indemnity Insurance Contract.
- b. **Employer selects contracts.** The Employer may select suitable hospital indemnity Insurance Contracts for use in providing this hospital indemnity insurance benefit, which contracts will provide uniform benefits for all Participants electing this Benefit.
- c. **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such hospital indemnity Insurance Contract shall be determined therefrom, and such hospital indemnity Insurance Contract shall be incorporated herein by reference.

10. ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE BENEFIT

- a. **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's accidental death and dismemberment Insurance Contract.
- b. **Employer selects contracts.** The Employer may select suitable accidental death and dismemberment Insurance Contracts for use in providing this accidental death and dismemberment insurance benefit, which contracts will provide uniform benefits for all Participants electing this Benefit.
- c. **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such accidental death and dismemberment Insurance Contract shall be determined therefrom, and such accidental death and dismemberment Insurance Contract shall be incorporated herein by reference.

11. VOLUNTARY BENEFIT(S)

- a. **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under a Voluntary Benefit Contract.
- b. **Employer selects contracts.** The Employer may select suitable voluntary benefit Contracts for use in providing this voluntary benefit, which contracts will provide uniform benefits for all Participants electing this Benefit.

- c. **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such voluntary benefit Contract shall be determined therefrom, and such voluntary benefit Contract shall be incorporated herein by reference.

12. **INTENSIVE CARE INSURANCE**

- a. **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under a Intensive Care Insurance Contract.
- b. **Employer selects contracts.** The Employer may select suitable Intensive Care Insurance Contracts for use in providing this Intensive Care Insurance benefit, which contracts will provide uniform benefits for all Participants electing this Benefit.
- c. **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such Intensive Care Insurance Contract shall be determined therefrom, and such Intensive Care Insurance Contract shall be incorporated herein by reference.

13. **SPECIFIED HEALTH EVENT**

- a. **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under a Specified Health Event Contract.
- b. **Employer selects contracts.** The Employer may select suitable Specified Health Event Contracts for use in providing this Specified Health Event benefit, which contracts will provide uniform benefits for all Participants electing this Benefit.
- c. **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such Specified Health Event Contract shall be determined therefrom, and such Specified Health Event Contract shall be incorporated herein by reference.

14. **PERSONAL SICKNESS INDEMNITY**

- a. **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under a Personal Sickness Indemnity Contract.
- b. **Employer selects contracts.** The Employer may select suitable Personal Sickness Indemnity Contracts for use in providing this voluntary benefit, which contracts will provide uniform benefits for all Participants electing this Benefit.
- c. **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such Personal Sickness Indemnity Contract shall be determined therefrom, and such Personal Sickness Indemnity Contract shall be incorporated herein by reference.

15. **NONDISCRIMINATION REQUIREMENTS**

- a. **Intent to be nondiscriminatory.** It is the intent of this Plan to provide benefits to a classification of employees which the Secretary of the Treasury finds not to be discriminatory in favor of the group in whose favor discrimination may not occur under Code Section 125.
- b. **25% concentration test.** It is the intent of this Plan not to provide qualified benefits as defined under Code Section 125 to Key Employees in amounts that exceed 25% of the aggregate of such Benefits provided for all Eligible Employees under the Plan. For purposes of the preceding sentence, qualified benefits shall not include benefits which (without regard to this paragraph) are includible in gross income.
- c. **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to Key Employees or a group of employees in whose favor discrimination is prohibited by Code Section 125, it may, but shall not be required to, reduce contributions or non-taxable Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reduce contributions or non-taxable Benefits, it shall be done in the following manner. First, the non-taxable Benefits of the affected Participant (either an employee who is highly compensated or a Key Employee, whichever is applicable) who has the highest amount of non-taxable Benefits for the Plan Year shall have his or her non-taxable Benefits reduced until the discrimination tests set forth in this Section are satisfied or until the amount of his or her non-taxable Benefits equals the non-taxable Benefits of the affected Participant who has the second highest amount of non-taxable Benefits. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. With respect to any affected Participant who has had Benefits reduced pursuant to this Section, the reduction shall be made proportionately among Health Flexible Spending Account Benefits and Dependent Care Flexible Spending Account Benefits, and once all these Benefits are expended, proportionately among insured Benefits. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and deposited into the benefit plan surplus.

16. **NON-TAX DEPENDENT COVERAGE**

- a. If (i) Employee Salary Redirections are made to fund Benefits under the Plan, and (ii) the Employer allows a Participant to elect to cover a Non-Tax Dependent through the Participant's coverage under group Medical, Dental or Vision benefit(s), a Participant who elects to participate in the Salary Redirection program may pay on a pre-tax basis through salary reduction contributions the Participant's portion of the premium cost of coverage under the Employer's Medical, Dental or Vision Benefits, provided that the full fair market value of such Medical, Dental or Vision coverage for any such Non-Tax Dependent shall be includible in the Participant's gross income as a taxable benefit in accordance with applicable federal income tax rules. For purposes of this Plan, the Participant electing coverage for Non-Tax Dependent(s) shall be treated as receiving, at the time that coverage is received, cash compensation equal to the full fair market value of such coverage and then as having purchased the coverage with after-tax employee contributions.
- b. Notwithstanding the foregoing, no medical care or dependent care expenses incurred by or with respect to a Non-Tax Dependent of a Participant shall be eligible for reimbursement as eligible expenses under the Health Flexible Spending Account or Dependent Care Flexible Spending Account.

V. ARTICLE - PARTICIPANT ELECTIONS

01. **INITIAL ELECTIONS**

An Employee who meets the eligibility requirements of the Section titled: "Eligibility" on the first day of, or during, a Plan Year may elect to participate in this Plan for all or the remainder of such Plan Year, provided he elects to do so on or before his or her effective date of participation pursuant to the Section titled: "Effective Date of Participation".

Notwithstanding the foregoing, an Employee who is eligible to participate in this Plan and who is covered by the Employer's insured benefits under this Plan shall automatically become a Participant to the extent of the Premiums for such insurance unless the Employee elects, during the Election Period, not to participate in the Plan.

02. **SUBSEQUENT ANNUAL ELECTIONS**

During the Election Period prior to each subsequent Plan Year, each Participant shall be given the opportunity to elect, on an election of benefits form or electronically, as provided by the Administrator, which spending account Benefit options he wishes to participate in. Any such election shall be effective for any Benefit expenses incurred during the Plan Year which immediately follows the end of the Election Period. With regard to subsequent annual elections, the following options shall apply:

- a. A Participant or Employee who failed to initially elect to participate may elect different or new Benefits under the Plan during the Election Period;
- b. A Participant may terminate his or her participation in the Plan by notifying the Administrator in writing or by electronic notification, as determined by the Employer, during the Election Period that he does not want to participate in the Plan for the next Plan Year;
- c. An Employee who elects not to participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan, except as provided for in the Section titled: "Change of Status".

03. **FAILURE TO ELECT**

With regard to Benefits available under the Plan for which no Premium Expenses apply, any Participant who fails to complete a new benefit election pursuant to the Section titled: "Subsequent Annual Elections" by the end of the applicable Election Period shall be deemed to have elected not to participate in the Plan for the upcoming Plan Year. No further Salary Redirections shall therefore be authorized or made for the subsequent Plan Year for such Benefits, subject to the provisions of the Section titled: "Change in Status" below.

With regard to Benefits available under the Plan for which Premium Expenses apply, any Participant who fails to complete a new benefit election pursuant to the Section titled: "Subsequent Annual Elections" by the end of the applicable Election Period shall be deemed to have made the same Benefit elections as are then in effect for the current Plan Year. The Participant shall also be deemed to have elected Salary Redirection in an amount necessary to purchase such Benefit options.

04. **CHANGE IN STATUS**

- a. **Change in status defined.** Any Participant may change a Benefit election after the Plan Year (to which such election relates) has commenced and make new elections with respect to the remainder of such Plan Year if, under the facts and circumstances, the changes are necessitated by and are consistent with a change in status which is acceptable under rules and regulations adopted by the Department of the Treasury, the provisions of which are incorporated by reference. Notwithstanding anything herein to the contrary, if the rules and regulations conflict with any of the provisions of this Plan, then such rules and regulations shall control. See below in this Section for other situations in which changes in Benefit elections are permitted.

In general, a change in election is not consistent if the change in status is the Participant's divorce, annulment or legal separation from a Spouse, the death of a Spouse or Dependent, or a Dependent's ceasing to satisfy the eligibility requirements for coverage, and the Participant's election under the Plan is to cancel accident or health insurance coverage for any individual other than the one involved in such event. In addition, if the Participant, Spouse or Dependent gains eligibility for coverage under any other plan, then a Participant's election under the Plan to cease or decrease coverage for that individual under the Plan is consistent with that change in status only if coverage for that individual becomes applicable or is increased under said other plan. Also, if the Participant, Spouse or Dependent loses eligibility for coverage under any other plan, then a Participant's election under the Plan to start or increase coverage for that individual under the Plan is consistent with that change in

status only if coverage for that individual ceases or is decreased under said other plan.

Regardless of the consistency requirement, if the individual, or the individual's Spouse or Dependent, becomes eligible for continuation coverage under the Employer's group health plan as provided in Code Section 4980B or any similar state law, then the individual may elect to increase payments under this Plan in order to pay for the continuation coverage. However, this does not apply for COBRA eligibility due to divorce, annulment or legal separation.

Any new election shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the election form is completed and returned to the Administrator. For the purposes of this subsection, a change in status shall only include the following events or other events permitted by Treasury regulations:

1. Legal Marital Status: events that change a Participant's legal marital status, including marriage, divorce, death of a Spouse, legal separation or annulment;
2. Number of Dependents: Events that change a Participant's number of Dependents, including birth, adoption, placement for adoption, or death of a Dependent;
3. Employment Status: Any of the following events that change the employment status of the Participant, Spouse, or Dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, or a change in worksite. In addition, if the eligibility conditions of this Plan or other employee benefit plan of the Employer of the Participant, Spouse, or Dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this subsection;
4. Dependent satisfies or ceases to satisfy the eligibility requirements: An event that causes the Participant's Dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance; and
5. Residency: A change in the place of residence of the Participant, Spouse or Dependent, that would lead to a change in status (such as a loss of HMO coverage).

For the Dependent Care Flexible Spending Account, a Dependent becoming or ceasing to be a "Qualifying Dependent" as defined under Code Section 21(b) shall also qualify as a change in status.

Notwithstanding anything in this Section to the contrary, the gain of eligibility or change in eligibility of a child, as allowed under Code Sections 105(b) and 106, and IRS Notice 2010-38, shall qualify as a change in status.

- b. **Special enrollment rights.** Notwithstanding subsection (a), the Participants may change an election for accident or health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f), including those authorized under the provisions of the Children's Health Insurance Program Reauthorization Act of 2009 (CHIP), provided that such Participant meets the sixty (60) day notice requirement imposed by Code Section 9801(f) (or such longer period as may be permitted by the Plan and communicated to Participants). Such change shall take place on a prospective basis, unless otherwise required by Code Section 9801(f) to be retroactive.
- c. **Qualified Medical Support Order.** Notwithstanding subsection (a), in the event of a judgment, decree, or order (including approval of a property settlement) (collectively, an "order") resulting from a divorce, legal separation, annulment, or change in legal custody (including a qualified medical child support order defined in ERISA Section 609) that requires accident or health coverage for a Participant's child (including a foster child who is a Dependent of the Participant):
 1. The Plan may change an election to provide coverage for the child if the order requires coverage under the Participant's plan; or
 2. The Participant shall be permitted to change an election to cancel coverage for the child if the order requires the former Spouse to provide coverage for such child, under that individual's plan, and such coverage is actually provided.
- d. **Medicare or Medicaid.** Notwithstanding subsection (a), a Participant may change elections to cancel accident or health coverage for the Participant or the Participant's Spouse or Dependent if the Participant or the Participant's Spouse or Dependent is enrolled in the accident or health coverage of the Employer and becomes entitled to coverage (i.e., enrolled) under Part A or Part B of Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). If the Participant or the Participant's Spouse or Dependent who has been entitled to Medicaid or

Medicare coverage loses eligibility, that individual may prospectively elect coverage under the Plan if a benefit package option under the Plan provides similar coverage.

- e. **Cost increase or decrease.** Notwithstanding subsection (a), if the cost of a Benefit provided under the Plan increases or decreases during a Plan Year, then the Plan shall automatically increase or decrease, as the case may be, the Salary Redirections of all affected Participants for such Benefit. Alternatively, if the cost of a benefit package option increases significantly, the Administrator shall permit the affected Participants to either make corresponding changes in their payments or revoke their elections and, in lieu thereof, receive on a prospective basis coverage under another benefit package option with similar coverage, or drop coverage prospectively if there is no benefit package option with similar coverage.

A cost increase or decrease refers to an increase or decrease in the amount of elective contributions under the Plan, whether resulting from an action taken by the Participants or an action taken by the Employer.

- f. **Loss of coverage.** Notwithstanding subsection (a), if the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, affected Participants may revoke their elections of such Benefit and, in lieu thereof, elect to receive on a prospective basis coverage under another plan with similar coverage, or drop coverage prospectively if no similar coverage is offered.
- g. **Addition of a new benefit.** Notwithstanding subsection (a), if, during the period of coverage, a new benefit package option or other coverage option is added, an existing benefit package option is significantly improved, or an existing benefit package option or other coverage option is eliminated, then the affected Participants may elect the newly-added option, or elect another option if an option has been eliminated prospectively and make corresponding election changes with respect to other benefit package options providing similar coverage. In addition, those Eligible Employees who are not participating in the Plan may opt to become Participants and elect the new or newly improved benefit package option.
- h. **Loss of coverage under certain other plans.** Notwithstanding subsection (a), a Participant may make a prospective election change to add group health coverage for the Participant, the Participant's Spouse or Dependent if such individual loses group health coverage sponsored by a governmental or educational institution, including a state children's health insurance program under the Social Security Act, the Indian Health Service or a health program offered by an Indian tribal government, a state health benefits risk pool, or a foreign government group health plan.
- i. **Change of coverage due to change under certain other plans.** Notwithstanding subsection (a), a Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of a Spouse, former Spouse's employer or Dependent's employer if (1) the cafeteria plan or other benefits plan of the Spouse, former Spouse's employer or Dependent's employer permits its participants to make a change; or (2) the cafeteria plan permits participants to make an election for a period of coverage that is different from the period of coverage under the cafeteria plan of a Spouse, former Spouse's employer or Dependent's employer.
- j. **Change in dependent care provider.** Notwithstanding subsection (a), a Participant may make a prospective election change that is on account of and corresponds with a change by the Participant in a dependent care provider. The availability of dependent care services from a new dependent care provider is similar to a new benefit package option becoming available. A cost change is allowable in the Dependent Care Flexible Spending Account only if the cost change is imposed by a dependent care provider who is not related to the Participant, as defined in Code Section 152(a)(1) through (8).
- k. **Health Flexible Spending Account cannot change due to insurance change.** A Participant shall not be permitted to change an election to the Health Flexible Spending Account as a result of a cost or coverage change under any health insurance benefits.

VI. ARTICLE - HEALTH FLEXIBLE SPENDING ACCOUNT

01. **ESTABLISHMENT OF BENEFIT**

This Health Flexible Spending Account is intended to qualify as a medical reimbursement plan under Code Section 105 and shall be interpreted in a manner consistent with such Code Section and the Treasury regulations thereunder. Participants who elect to participate in this Health Flexible Spending Account may submit claims for the reimbursement of allowable Medical Expenses. All amounts reimbursed shall be periodically paid from amounts allocated to the Participant's Health Flexible Spending Account. Periodic payments reimbursing Participants from the Health Flexible Spending Account shall in no event occur less frequently than monthly.

02. **DEFINITIONS**

For the purposes of this Article and the Plan, the terms below have the following meanings:

- a. **"Health Flexible Spending Account"** means the account established for a Participant pursuant to this Plan to which part of his or her Cafeteria Plan Benefit Dollars may be allocated and from which all allowable Medical Expenses incurred by the Participant, his or her Spouse and his or her Dependents may be reimbursed.
- b. **"Highly Compensated Participant"** means, for the purposes of this Article and determining discrimination under Code Section 105(h), a participant who is:
 1. one of the 5 highest paid officers;
 2. a shareholder who owns (or is considered to own, applying the rules of Code Section 318) more than 10 percent in value of the stock of the Employer; or
 3. among the highest paid 25 percent of all Employees (other than exclusions permitted by Code Section 105(h)(3)(B) for those individuals who are not Participants).
- c. **"Medical Expenses"** means any expense for medical care within the meaning of the term "medical care" as defined in Code Section 213(d) and the rulings and Treasury regulations thereunder, and not otherwise used by the Participant as a deduction in determining his or her tax liability under the Code. "Medical Expenses" can be incurred by the Participant, his or her Spouse and his or her Dependents. "Incurred" means, with regard to Medical Expenses, when the Participant is provided with the medical care that gives rise to the Medical Expense and not when the Participant is formally billed or charged for, or pays for, the medical care.

A Participant may not be reimbursed for the cost of other health coverage such as premiums paid under plans maintained by the employer of the Participant's Spouse or individual policies maintained by the Participant or his or her Spouse or Dependent.
- d. A Participant may not be reimbursed for "qualified long-term care services" as defined in Code Section 7702B(c).
- e. The definitions of the Article titled: "Plan Definitions" are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Health Flexible Spending Account.

03. **FORFEITURES**

The amount in the Health Flexible Spending Account as of the end of the allowable 2.5 month Grace Period, as defined in the Article titled: "Definitions", of the normal Plan Year (including any applicable run-out period and the processing of all claims for such Plan Year pursuant to the Section titled: "Health Flexible Spending Account Claims" hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason.

04. **LIMITATION ON ALLOCATIONS**

Notwithstanding any provision contained in this Health Flexible Spending Account to the contrary, the maximum amount of salary redirections that may be allocated to the Health Flexible Spending Account by a Participant in any Plan Year is \$3,200.00. The maximum limit may increase from year-to-year pursuant to Section 125(i)(2) of the Internal Revenue Code.

05. **NONDISCRIMINATION REQUIREMENTS**

- a. **Intent to be nondiscriminatory.** It is the intent of this Health Flexible Spending Account not to discriminate in violation of the Code and the Treasury regulations thereunder.
- b. **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination under this Health Flexible Spending Account, it may, but shall not be required

to, reject any elections or reduce contributions or Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Health Flexible Spending Account by the member of the group in whose favor discrimination may not occur pursuant to Code Section 105 that elected to contribute the highest amount to the fund for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section and/or the Code are satisfied, or until the amount designated for the fund equals the amount designated for the fund by the member of the group in whose favor discrimination may not occur pursuant to Code Section 105 who has elected the second highest contribution to the Health Flexible Spending Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section or the Code are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and credited to the benefit plan surplus.

06. **COORDINATION WITH CAFETERIA PLAN**

All Participants under the Plan are eligible to receive Benefits under this Health Flexible Spending Account. Enrollment under the Cafeteria Plan shall constitute enrollment under this Health Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

07. **HEALTH FLEXIBLE SPENDING ACCOUNT CLAIMS**

- a. **Expenses must be incurred during Plan Year.** All eligible Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents during the Plan Year shall be reimbursed, subject to the Section titled: "Termination of Employment", even though the submission of such a claim occurs after his or her participation hereunder ceases; but provided that the Medical Expenses were incurred during the applicable Plan Year. Medical Expenses are treated as having been incurred when the Participant is provided with the medical care that gives rise to the medical expenses, not when the Participant is formally billed or charged for, or pays for the medical care.
- b. **Reimbursement available throughout Plan Year.** The Administrator shall direct the reimbursement to each eligible Participant for all allowable Medical Expenses, up to a maximum of the amount designated by the Participant for the Health Flexible Spending Account for the Plan Year. Reimbursements shall be made available to the Participant throughout the year without regard to the level of Cafeteria Plan Benefit Dollars which have been allocated to the fund at any given point in time. Furthermore, a Participant shall be entitled to reimbursements only for amounts in excess of any payments or other reimbursements under any health care plan covering the Participant and/or his or her Spouse or Dependents.
- c. **Payments.** Reimbursement payments under this Plan shall be made directly to the Participant. However, in the Administrator's discretion, payments may be made directly to the service provider. The application for payment or reimbursement shall be made to the Administrator on an acceptable form within a reasonable time after incurring the debt or paying for the service. The application shall include a written statement from an independent third party stating that the Medical Expense has been incurred and the amount of such expense. Furthermore, the Participant shall provide a written statement that the Medical Expense has not been reimbursed or is not reimbursable under any other health plan coverage and, if reimbursed from the Health Flexible Spending Account, such amount will not be claimed as a tax deduction. The Administrator shall retain a file of all such applications.
- d. **Claims for reimbursement.** Claims for the reimbursement of Medical Expenses incurred in any Plan Year shall be paid as soon after a claim has been filed as is administratively practicable; provided however, that if a Participant fails to submit a claim within the 2.5 month Grace Period, as defined in the Article titled: "Definitions" or within 90 days after the end of the Plan Year, that Medical Expense claim shall not be considered for reimbursement by the Administrator. Moreover, if a Participant terminates employment during the Plan Year, claims for the reimbursement of Medical Expenses must be submitted within 90 days after the end of the Plan Year.

08. **DEBIT AND CREDIT CARDS**

Participants may, subject to a procedure established by the Administrator and applied in a uniform nondiscriminatory manner, use debit and/or credit (stored value) cards ("cards") provided by the Administrator and the Plan for payment of Medical Expenses, subject to the following terms:

- a. **Card only for medical expenses.** Each Participant issued a card shall certify that such card shall only be used for Medical Expenses. The Participant shall also certify that any Medical Expense paid with the card has not already been reimbursed by any other plan covering health benefits and that the Participant will not seek reimbursement from any other

plan covering health benefits.

- b. **Card issuance.** Such card shall be issued upon the Participant's Effective Date of Participation and reissued or remain in effect for each Plan Year the Participant remains a Participant in the Health Flexible Spending Account. Such card shall be automatically cancelled upon the Participant's death or termination of employment, or if such Participant has a change in status that results in the Participant's withdrawal from the Health Flexible Spending Account.
- c. **Maximum dollar amount available.** The dollar amount of coverage available on the card shall be the amount elected by the Participant for the Plan Year. The maximum dollar amount of coverage available shall be the maximum amount for the Plan Year as set forth in the Section titled: "Limitation on Allocations".
- d. **Only available for use with certain service providers.** The cards shall only be accepted by such merchants and service providers as have been approved by the Administrator.
- e. **Card use.** The cards shall only be used for Medical Expense purchases as defined in Code Section 213(d) and the rulings and Treasury regulations thereunder, including, but not limited to, the following:
 - 1. Co-payments for doctor and other medical care;
 - 2. Purchase of drugs prescribed by a health care provider, including, if permitted by the Administrator, over-the-counter medications as allowed under IRS regulations;
 - 3. Purchase of medical items such as eyeglasses, syringes, crutches, etc.
- f. **Substantiation.** Such purchases by the cards shall be subject to confirmation by the Administrator, usually by requiring the Participant to submit a receipt from a service provider describing the service, the date and the amount. The Administrator shall also follow the requirements set forth in Revenue Ruling 2003-43 and Notice 2006-69. All charges shall be conditional pending confirmation by the Administrator.
- g. **Correction methods.** If such purchase is later determined by the Administrator to not qualify as a Medical Expense, the Administrator, in its discretion, shall use one of the following correction methods to make the Plan whole. Until the amount is repaid, the Administrator shall take further action to ensure that further violations of the terms of the card do not occur, up to and including denial of access to the card.
 - 1. Repayment of the improper amount by the Participant;
 - 2. Withholding the improper payment from the Participant's wages or other compensation to the extent consistent with applicable federal and state law;
 - 3. Claims substitution or offset of future claims until the amount is repaid; and
 - 4. If subsections (1) through (3) fail to recover the amount, consistent with the Employer's business practices, the Employer may treat the amount as any other business indebtedness.

VII. ARTICLE - DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT

01. **ESTABLISHMENT OF ACCOUNT**

This Dependent Care Flexible Spending Account is intended to qualify as a program under Code Section 129 and shall be interpreted in a manner consistent with such Code Section. Participants who elect to participate in this program may submit claims for the reimbursement of Employment-Related Dependent Care Expenses. All amounts reimbursed shall be paid from amounts allocated to the Participant's Dependent Care Flexible Spending Account.

02. **DEFINITIONS**

For the purposes of this Article and the Plan, the terms below shall have the following meaning:

- a. **"Dependent Care Flexible Spending Account"** means the account established for a Participant pursuant to this Article to which part of his or her Cafeteria Plan Benefit Dollars may be allocated and from which Employment-Related Dependent Care Expenses of the Participant may be reimbursed for the care of the Qualifying Dependents of Participants.
- b. **"Earned Income"** means earned income as defined under Code Section 32(c)(2), but excluding such amounts paid or incurred by the Employer for dependent care assistance to the Participant.
- c. **"Employment-Related Dependent Care Expenses"** means the amounts paid for those expenses of a Participant that, if paid by the Participant, would be considered employment related expenses under Code Section 21(b)(2). Generally, they include expenses for household services and for the care of a Qualifying Dependent, to the extent that such expenses are incurred to enable the Participant to be gainfully employed for any period during which there are one or more Qualifying Dependents with respect to such Participant. Employment-Related Dependent Care Expenses are treated as having been incurred when the Participant's Qualifying Dependents are provided with the dependent care that gives rise to the Employment-Related Dependent Care Expenses, not when the Participant is formally billed or charged for, or pays for, the dependent care. The determination of whether an amount qualifies as an Employment-Related Dependent Care Expense shall be made subject to the following rules:
 1. If such amounts are paid for expenses incurred outside the Participant's household, they shall constitute Employment Related Dependent Care Expenses only if incurred for a Qualifying Dependent (as defined in the "Definitions" Section of the Article titled: "Dependent Care Flexible Spending Account") who regularly spends at least eight (8) hours per day in the Participant's household;
 2. If the expense is incurred outside the Participant's home at a facility that provides care for a fee, payment, or grant for more than six (6) individuals who do not regularly reside at the facility, the facility must comply with all applicable state and local laws and regulations, including licensing requirements, if any; and
 3. Employment-Related Dependent Care Expenses of a Participant shall not include amounts paid to or incurred by a child of such Participant who is under the age of 19 or to an individual who is a Dependent of such Participant or such Participant's Spouse.
- d. **"Qualifying Dependent"** means, for Dependent Care Flexible Spending Account purposes,
 1. a Participant's Dependent (as defined in Code Section 152(a)(1)) who has not attained age 13;
 2. a Dependent or Spouse of a Participant who is physically or mentally incapable of caring for himself or herself and has the same principal place of abode as the Participant for more than one-half of such taxable year; or
 3. a child that is deemed to be a Qualifying Dependent described in paragraph (1) or (2) above, whichever is appropriate, pursuant to Code Section 21(e)(5).
- e. The definitions of the Article titled: "Definitions" are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Dependent Care Flexible Spending Account.

03. **DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS**

The Administrator shall establish a Dependent Care Flexible Spending Account for each Participant who elects to apply Cafeteria Plan Benefit Dollars to Dependent Care Flexible Spending Account benefits.

04. **INCREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS**

A Participant's Dependent Care Flexible Spending Account shall be increased each pay period by the amount of Cafeteria Plan Benefit Dollars that he has elected to apply toward his or her Dependent Care Flexible Spending Account pursuant to elections made under Article V hereof.

05. **DECREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS**

A Participant's Dependent Care Flexible Spending Account shall be reduced by the amount of any Employment-Related Dependent Care Expense reimbursements paid or incurred on behalf of the Participant pursuant to the Section titled: "Dependent Care Flexible Spending Account Claims" hereof.

06. **ALLOWABLE DEPENDENT CARE REIMBURSEMENT**

Subject to limitations contained in the Section titled: "Limitation on Payments" below, and to the extent of the amount contained in the Participant's Dependent Care Flexible Spending Account, a Participant who incurs Employment-Related Dependent Care Expenses shall be entitled to receive from the Employer full reimbursement for the entire amount of such expenses incurred during the Plan Year or portion thereof during which he is a Participant.

07. **ANNUAL STATEMENT OF BENEFITS**

On or before January 31st of each calendar year, the Employer shall furnish to each Employee who was a Participant and received benefits under the Section titled: "Definitions" during the prior calendar year, a statement of all such benefits paid to or on behalf of such Participant during the prior calendar year. This statement is set forth on the Participant's Form W-2.

08. **FORFEITURES**

The amount in the Participant's Dependent Care Flexible Spending Account as of the end of the allowable 2.5 month Grace Period, as defined in the Article titled: "Definitions", of the normal Plan Year (and after the applicable run-out period and processing of all claims for such Plan Year pursuant to the Section titled: "Dependent Care Flexible Spending Account Claims" hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason.

09. **LIMITATION ON PAYMENTS**

- a. **Code limits.** Notwithstanding any provision contained in this Article to the contrary, amounts paid from a Participant's Dependent Care Flexible Spending Account in or on account of any tax year of the Participant shall not exceed the lesser of the Earned Income limitation described in Code Section 129(b) or \$5,000.00 (or cannot exceed \$5,000 as provided under Code Section 129 or \$2,500 if a separate tax return is filed by a Participant who is married as determined under the rules of paragraphs (3) and (4) of Code Section 21(e)).

10. **NONDISCRIMINATION REQUIREMENTS**

- a. **Intent to be nondiscriminatory.** It is the intent of this Dependent Care Flexible Spending Account that contributions or benefits not discriminate in favor of the group of employees in whose favor discrimination is prohibited under Code Section 129(d).
- b. **25% test for shareholders.** It is the intent of this Dependent Care Flexible Spending Account that not more than 25 percent of the amounts paid by the Employer for dependent care assistance during the Plan Year will be provided for the class of individuals who are shareholders or owners (or their Spouses or Dependents), each of whom (on any day of the Plan Year) owns more than 5 percent of (i) the stock of, or (ii) the capital or profits interest in, the Employer.
- c. **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to a group of employees in whose favor discrimination is prohibited by Code Section 129, it may, but shall not be required to, reject any elections or reduce contributions or non-taxable benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Dependent Care Flexible Spending Account by the affected Participant that elected to contribute the highest amount to such account for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section are satisfied, or until the amount designated for the account equals the amount designated for the account of the affected Participant who has elected the second highest contribution to the Dependent Care Flexible Spending Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited.

11. **COORDINATION WITH CAFETERIA PLAN**

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Dependent Care Flexible Spending Account. The enrollment and termination of participation under the Cafeteria Plan shall constitute enrollment and termination of participation under this Dependent Care Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

12. **DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT CLAIMS**

The Administrator shall direct the payment of all qualified Dependent Care claims to the Participant upon the presentation to the Administrator of documentation of such expenses in a form satisfactory to the Administrator. However, in the Administrator's discretion, payments may be made directly to the service provider. In its discretion in administering the Plan, the Administrator may utilize forms and require documentation of costs as may be necessary to verify the claims submitted. At a minimum, the form shall include a statement from an independent third party as proof that the expense has been incurred during the Plan Year and the amount of such expense. In addition, the Administrator may require that each Participant who desires to receive reimbursement under this Program for Employment-Related Dependent Care Expenses submit a statement which may contain some or all of the following information:

- a. The Dependent or Dependents for whom the services were performed;
- b. The nature of the services performed for the Dependent, the cost of which the Participant wishes reimbursement;
- c. The relationship, if any, of the person performing the services to the Participant;
- d. If the services are being performed by a child of the Participant, the age of the child;
- e. A statement as to where the services were performed;
- f. If any of the services were performed outside the home, a statement as to whether the Dependent for whom such services were performed spends at least 8 hours a day in the Participant's household;
- g. If the services were being performed in a day care center, a statement:
 1. that the day care center complies with all applicable laws and regulations of the state of residence,
 2. that the day care center provides care for more than 6 individuals (other than individuals residing at the center), and
 3. of the amount of fee paid to the provider.
- h. If the Participant is married, a statement containing the following:
 1. the Spouse's salary or wages, if he or she is employed, or
 2. if the Participant's Spouse is not employed, that
 - i. he or she is incapacitated, or
 - ii. he or she is a full-time student attending an educational institution, and the months of the year during which he or she attends such institution.
- i. **Claims for reimbursement.** If a Participant fails to submit a claim within 2.5 month Grace Period, as defined in the Article titled: "Definitions", or within 90 days after the end of the Plan Year, that Dependent Daycare claim shall not be considered for reimbursement by the Administrator.

VIII. ARTICLE - ERISA PROVISIONS

01. CLAIM FOR BENEFITS

- a. **Insurance claims.** Any claim for Benefits underwritten by Insurance Contract(s) shall be made to the Insurer. If the Insurer denies any claim, the Participant or beneficiary shall follow the Insurer's claims review procedure.
- b. **Health FSA claims.** If a Participant fails to submit a claim under the Health Flexible Spending Account within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for the reimbursement must be submitted within 90 days after the end of the Plan Year. Once a claim is submitted, the following timetable for claims and the rules below apply:

Notification of whether claim is accepted or denied	30 days
Extension due to matters beyond the control of the Plan	15 days
Insufficient information on the claim:	
Notification of	15 days
Response by Participant	45 days
Review of claim denial	60 days

The Plan Administrator will provide written or electronic notification of any claim denial. The notice will state:

1. The specific reason or reasons for the denial.
2. Reference to the specific Plan provisions on which the denial was based.
3. A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary.
4. A description of the Plan's review procedures and the time limits applicable to such procedures. This will include a statement of the right to bring a civil action under Section 502 of ERISA following a denial on review.
5. A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claim.
6. If the denial was based on an internal rule, guideline, protocol, or other similar criterion, the specific rule, guideline, protocol, or criterion will be provided with the denial free of charge. If this is not practical, a statement will be included that such a rule, guideline, protocol, or criterion was relied upon in making the denial and a copy will be provided free of charge to the claimant upon request.

When the Participant receives a denial, the Participant shall have 180 days following receipt of the notification in which to appeal the decision. The Participant may submit written comments, documents, records, and other information relating to the Claim. If the Participant requests, the Participant shall be provided, free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claim.

The period of time within which a decision on review is required to be made will begin at the time an appeal is filed in accordance with the procedures of the Plan. This timing is without regard to whether all the necessary information accompanies the filing.

A document, record, or other information shall be considered relevant to a Claim if it:

1. was relied upon in making the claim determination;
2. was submitted, considered, or generated in the course of making the claim determination, without regard to whether it was relied upon in making the claim determination;
3. demonstrated compliance with the administrative processes and safeguards designed to ensure and to verify that claim determinations are made in accordance with Plan documents and Plan provisions have been applied consistently with respect to all claimants; or

4. constituted a statement of policy or guidance with respect to the Plan concerning the denied claim.

The review will take into account all comments, documents, records, and other information submitted by the claimant relating to the Claim, without regard to whether such information was submitted or considered in the initial claim determination. The review will not afford deference to the initial denial and will be conducted by a fiduciary of the Plan who is neither the individual who made the adverse determination nor a subordinate of that individual.

- c. **Forfeitures.** Any balance remaining in the Participant's Dependent Care Flexible Spending Account or Health Flexible Spending Account as of the end of the time for claims reimbursement for each Plan Year shall be forfeited and deposited in the benefit plan surplus of the Employer pursuant to the Section titled: "Forfeitures", whichever is applicable. Provided, any provision of the Plan to the contrary notwithstanding, where a Participant has properly appealed the denial of a claim and the appeal has not been finally resolved or the appeal has been finally resolved in favor of the Participant, no forfeiture shall take place as to any such balance in dispute. If any such claim is denied on appeal, the amount held beyond the end of the Plan Year shall be forfeited and credited to the benefit plan surplus. If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited and returned to the Employer following a reasonable time after the date any such payment first became due.

02. APPLICATION OF BENEFIT PLAN SURPLUS

Any forfeited amounts credited to the benefit plan surplus may, but need not be, separately accounted for after the close of the Plan Year (or after such further time specified herein for the filing of claims) in which such forfeitures arose. In no event shall such amounts be carried over to reimburse a Participant for expenses incurred during a subsequent Plan Year for the same or any other Benefit available under the Plan; nor shall amounts forfeited by a particular Participant be made available to such Participant in any other form or manner, except as permitted by Treasury regulations. Amounts in the benefit plan surplus shall be used to defray any administrative costs and experience losses or used to provide additional benefits under the Plan.

03. NAMED FIDUCIARY

The Administrator shall be the named fiduciary pursuant to ERISA Section 402 and shall be responsible for the management and control of the operation and administration of the Plan.

04. GENERAL FIDUCIARY RESPONSIBILITIES

The Administrator and any other fiduciary under ERISA shall discharge their duties with respect to this Plan solely in the interest of the Participants and their beneficiaries and

- a. for the exclusive purpose of providing Benefits to Participants and their beneficiaries and defraying reasonable expenses of administering the Plan;
- b. with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims; and
- c. in accordance with the documents and instruments governing the Plan insofar as such documents and instruments are consistent with ERISA.

05. NONASSIGNABILITY OF RIGHTS

The right of any Participant to receive any reimbursement under the Plan shall not be alienable by the Participant by assignment or any other method, and shall not be subject to the rights of creditors, and any attempt to cause such right to be so alienated or subjected shall not be recognized, except to such extent as may be required by law.

IX. ARTICLE - ADMINISTRATION

01. PLAN ADMINISTRATION

The Employer shall be the Administrator, unless the Employer elects otherwise. The Employer may appoint any person or persons, including, but not limited to, one or more Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. An Administrator may resign by delivering a written resignation to the Employer or may be removed by the Employer by delivery of written notice of removal, to take effect at a date specified therein, or upon delivery if no date is specified. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Employees entitled to participate in the Plan in accordance with the terms of ERISA, the Plan and the Code.

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power and discretion to administer the Plan in all of its details and determine all questions arising in connection with the administration, interpretation, and application of the Plan. The Administrator may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan. The Administrator shall have all powers necessary or appropriate to accomplish the Administrator's duties under the Plan. The Administrator shall be charged with the duties of the general administration of the Plan as set forth under the Plan, including, but not limited to, in addition to all other powers provided by this Plan:

- a. To make and enforce such procedures, rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;
- b. To interpret the provisions of the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;
- c. To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided by operation of the Plan;
- d. To reject elections or to limit contributions or Benefits for certain highly compensated participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;
- e. To provide Employees with a reasonable notification of their benefits available by operation of the Plan and to assist any Participant regarding the Participant's rights, benefits or elections under the Plan;
- f. To keep and maintain the Plan documents and all other records pertaining to and necessary for the administration of the Plan;
- g. To review and settle all claims against the Plan, to approve reimbursement requests, and to authorize the payment of benefits if the Administrator determines such should be paid. This authority specifically permits the Administrator to settle disputed claims for benefits and any other disputed claims made against the Plan;
- h. To establish and communicate procedures to determine whether a medical child support order is qualified under ERISA Section 609; and
- i. To appoint such agents, counsel, accountants, consultants, and other persons or entities as may be required to assist in administering the Plan.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 125 and the Treasury regulations thereunder.

02. EXAMINATION OF RECORDS

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer, for examination at reasonable times during normal business hours, such records as pertain to their interest under the Plan.

03. PAYMENT OF EXPENSES

Any reasonable administrative expenses shall be paid by the Employer unless the Employer determines that administrative costs shall be borne by the Participants under the Plan or by any Trust Fund which may be established hereunder. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of highly compensated employees.

04. INSURANCE CONTROL CLAUSE

In the event of a conflict between the terms of this Plan and the terms of an Insurance Contract of an independent third party Insurer or other benefit program that is self-insured whose product is then being used in conjunction with this Plan, the terms of the Insurance Contract shall control as to those Participants receiving coverage under such Insurance Contract. For this purpose, the Insurance Contract shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to and the circumstances under which insurance terminates.

05. INDEMNIFICATION OF ADMINISTRATOR

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

X. ARTICLE - AMENDMENT OR TERMINATION OF PLAN

01. AMENDMENT

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant. No amendment shall have the effect of modifying any benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with Federal, state and local laws, statutes and regulations.

02. TERMINATION

The Employer reserves the right to terminate this Plan, in whole or in part, at any time. In the event the Plan is terminated, no further contributions shall be made. Benefits under any Insurance Contract shall be paid in accordance with the terms of the Insurance Contract.

No further additions shall be made to the Health Flexible Spending Account or Dependent Care Flexible Spending Account, but all payments from such accounts shall continue to be made according to the elections in effect until 90 days after the termination date of the Plan. Any amounts remaining in any such fund or account as of the end of such period shall be forfeited and deposited in the benefit plan surplus after the expiration of the filing period.

XI. ARTICLE - MISCELLANEOUS

01. PLAN INTERPRETATION

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in the Section titled: "Severability".

02. GENDER AND NUMBER

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

03. WRITTEN DOCUMENT

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 125 and any Treasury regulations thereunder relating to cafeteria plans.

04. EXCLUSIVE BENEFIT

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

05. PARTICIPANT'S RIGHTS

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

06. ACTION BY THE EMPLOYER

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by the Employer.

07. EMPLOYER'S PROTECTIVE CLAUSES

- a. **Insurance purchase.** Upon the failure of either the Participant or the Employer to obtain the insurance contemplated by this Plan (whether as a result of negligence, gross neglect or otherwise), the Participant's Benefits shall be limited to the insurance premium(s), if any, that remained unpaid for the period in question and the actual insurance proceeds, if any, received by the Employer or the Participant as a result of the Participant's claim.
- b. **Validity of insurance contract.** The Employer shall not be responsible for the validity of any Insurance Contract issued hereunder or for the failure on the part of the Insurer to make payments provided for under any Insurance Contract. Once insurance is applied for or obtained, the Employer shall not be liable for any loss which may result from the failure to pay Premiums to the extent Premium notices are not received by the Employer.

08. NO GUARANTEE OF TAX CONSEQUENCES

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the Plan is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

09. INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Benefit, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax (plus any penalties) that the Participant would have owed if the payments or reimbursements had been made to the Participant

as regular cash compensation, plus the Participant's share of any Social Security tax and Medicare tax that would have been paid on such compensation, less any such additional income tax, Social Security tax, and Medicare tax actually paid by the Participant.

10. **FUNDING**

Unless otherwise required by law, contributions to the Plan need not be placed in trust or dedicated to a specific Benefit, but may instead be considered general assets of the Employer. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

11. **GOVERNING LAW**

This Plan is governed by the Code and the Treasury regulations issued thereunder (as they might be amended from time to time). In no event does the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by Federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of Oklahoma.

12. **SEVERABILITY**

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

13. **CAPTIONS**

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.

14. **CONTINUATION OF COVERAGE (COBRA)**

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan subject to the continuation coverage requirement of Code Section 4980B becomes unavailable, each Participant will be entitled to continuation coverage as prescribed in Code Section 4980B, and related regulations. This Section shall only apply if the Employer employs at least twenty (20) employees on more than 50% of its typical business days in the previous calendar year.

15. **FAMILY AND MEDICAL LEAVE ACT (FMLA)**

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan becomes subject to the requirements of the Family and Medical Leave Act and regulations thereunder, this Plan shall be operated in accordance with Regulation 1.125-3.

16. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

Notwithstanding anything in this Plan to the contrary, this Plan shall be operated in accordance with HIPAA and regulations thereunder.

17. **UNIFORM SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)**

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with the Uniform Services Employment And Reemployment Rights Act (USERRA) and the regulations thereunder.

18. **COMPLIANCE WITH HIPAA PRIVACY STANDARDS**

- a. **Application.** If any benefits under this Cafeteria Plan are subject to the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards"), then this Section shall apply.
- b. **Disclosure of PHI.** The Plan shall not disclose Protected Health Information to any member of the Employer's workforce unless each of the conditions set out in this Section are met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including information about treatment or payment for treatment.
- c. **PHI disclosed for administrative purposes.** Protected Health Information disclosed to members of the Employer's workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan's administrative functions shall include all Plan payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term

"payment" generally shall mean activities taken to determine or fulfill Plan responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care. Genetic information will not be used or disclosed for underwriting purposes.

- d. **PHI disclosed to certain workforce members.** The Plan shall disclose Protected Health Information only to members of the Employer's workforce who are authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the Plan. "Members of the Employer's workforce" shall refer to all employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.
1. An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the Plan.
 2. In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the Plan's privacy officer. The privacy officer shall take appropriate action, including:
 - i. investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;
 - ii. appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;
 - iii. mitigation of any harm caused by the breach, to the extent practicable; and
 - iv. documentation of the incident and all actions taken to resolve the issue and mitigate any damages.
- e. **Certification.** The Employer must and hereby does provide certification to the Plan that it agrees to adopt all required provisions as mandated under HIPAA for all non-exempt group health plans, including the following:
1. Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;
 2. Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;
 3. Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;
 4. Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;
 5. Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards;
 6. Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;
 7. Make available the Protected Health Information required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;
 8. Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;
 9. If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and

10. Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards.

19. **COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS**

Under the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards"):

- a. **Implementation.** The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the Plan. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.
- b. **Agents or subcontractors shall meet security standards.** The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.
- c. **Employer shall ensure security standards.** The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in the Section titled: "Compliance with HIPAA Privacy Standards".

20. **MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT**

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Mental Health Parity and Addiction Equity Act and ERISA Section 712.

21. **GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)**

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Genetic Information Nondiscrimination Act.

22. **WOMEN'S HEALTH AND CANCER RIGHTS ACT**

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Women's Health and Cancer Rights Act of 1998.

23. **NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT**

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Newborns' and Mothers' Health Protection Act.

Execution Agreement

IN WITNESS WHEREOF, City of Nichols Hills has caused its authorized officer to execute this amended and restated Plan document as of _____, the same to be effective **July 01, 2024**, unless otherwise indicated herein.

Company: City of Nichols Hills

Signature:

Printed
Name:

Title:

Date:

CERTIFICATE OF RESOLUTION

The undersigned authorized representative of **City of Nichols Hills** (the Employer) hereby certifies that the following resolutions were duly adopted by the governing body of the Employer on _____, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of amended and restated Welfare Benefit Plan, effective July 01, 2024, presented to this meeting (and a copy of which is attached hereto) is hereby approved and adopted, and that the proper agents of the Employer are hereby authorized and directed to execute and deliver to the Administrator of said Plan one or more counterparts of the Plan.

RESOLVED, that the Administrator shall be instructed to take such actions that the Administrator deems necessary and proper in order to implement the Plan, and to set up adequate accounting and administrative procedures for the provision of benefits under the Plan.

RESOLVED, that the proper agents of the Employer shall act as soon as possible to notify the employees of the Employer of the adoption of the Plan and to deliver to each employee a copy of the Summary Plan Description of the Plan, which Summary Plan Description is attached hereto and is hereby approved.

The undersigned further certifies that attached hereto as Exhibits, are true copies of City of Nichols Hills 's Benefit Plan Document and Summary Plan Description approved and adopted at this meeting.

Company: City of Nichols Hills

Signature:

Printed
Name:

Title:

Date:



City of Nichols Hills

City of Nichols Hills
6407 Avondale Drive
Nichols Hills, OK 73116

City of Nichols Hills FSA Plan

Summary Plan Description

Amended and Restated July 01, 2024

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City of Nichols Hills

City of Nichols Hills FSA Plan

INTRODUCTION

The Company's Flexible Benefit Plan ("Plan") has been established to allow Eligible Employees to pay for certain benefits on a pre-tax basis. There are specific benefits that you may elect, and they are outlined in this Summary Plan Description. You will also be informed about other important information concerning the Plan, such as the conditions you must satisfy before you can join and the laws that protect your rights.

Read this Summary Plan Description ("SPD") carefully so that you understand the provisions of the Plan and the benefits you will receive. This SPD describes the Plan's benefits and obligations as contained in the Plan document, which governs the operation of the Plan. The Plan document is written in much more technical language. Please note that if the non-technical language in this SPD and the legal language of the Plan document conflict, the Plan document will always govern the Plan. Also, if there is a conflict between any of the insurance contracts and either the Plan document or this Summary Plan Description, the insurance contracts will control the respective insurance policies. If you wish to receive a copy of the legal Plan document, please contact the Plan Administrator.

The Plan is subject to the Internal Revenue Code and other federal and state laws and regulations that may affect your rights under this plan. This SPD explains the current details of the Plan in order to comply with all applicable legal requirements. From time to time, the Plan may be revised due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS) or other federal agencies. This Plan may be amended or terminated by the Company. If the Plan is ever amended or changed, the Company will notify you.

This SPD was designed to provide you with information regarding the Company Flexible Benefit Plan. If this SPD does not answer all of your questions, please contact the Administrator (or other assigned person). The name and address of the Administrator can be found in the Article of this SPD entitled "General Information About our Plan."

I. ARTICLE - ELIGIBILITY

01. How can I participate in the Plan?

Before you can become a Participant in the Plan, there are certain conditions that you must satisfy. First, you must be an active employee working 30 or more hours per week or 130 hours per month and meet the eligibility requirements.

After that, you must enroll in the Plan on the "entry date" that has been established for all employees. The "entry date" is defined in Question 3 below. However, in certain limited situations, you may enroll in the Plan at other times as well. See the Article titled: "Contributions".

02. What are the eligibility requirements for our Plan?

You will be eligible to join the Plan once you have satisfied the conditions for coverage under our group medical plan and the other eligibility requirements established by your employer as defined in section 1.

03. When can I enter the plan?

You can enter the Plan on the same day you can enter our group medical plan.

04. How do I enroll in the Plan?

Before you can join the Plan, you must complete an enrollment form. The enrollment form will allow you to select which benefits you want to participate in under the Plan. This form will also authorize the Company to redirect some of your earnings in order to pay for the benefits you select.

However, if you are already covered under any of the insured benefits, you will automatically participate in this Plan to the extent of your premiums unless you elect not to participate in this Plan. These benefits are listed in the Article titled: "Benefits".

II. ARTICLE - OPERATION

01. **How does this Plan operate?**

Before the start of each Plan Year, you will be able to elect to have some of your earnings contributed to the Plan. These amounts will be used to pay for the benefits you have chosen. The portion of your earnings that is paid to the Plan is not subject to Federal income or Social Security taxes. In other words, this allows you to use tax-free dollars to pay for certain kinds of benefits and expenses that you normally pay for with out-of-pocket, taxable dollars. However, if you receive a reimbursement for an expense under this Plan, you cannot claim a Federal income tax credit or deduction on your return. Participation in this plan is completely voluntary.

III. ARTICLE - CONTRIBUTIONS; ELECTIONS

01. **How much of my pay may the Employer redirect?**

Each year, we will automatically contribute on your behalf enough of your compensation to pay for the insurance coverage provided unless you elect not to receive any or all of such coverage. You may also elect to have us contribute on your behalf enough of your compensation to pay for any other benefits that you elect under the Plan. These amounts will be deducted from your pay over the course of the year on a per payroll basis.

02. **What happens to contributions made to the Plan?**

Prior to the Plan start date each year, you must decide on the amount of pre-tax dollars you want to contribute to the Plan. It is very important that you make these choices carefully based on what you expect to spend on each covered benefit or expense during the Plan Year. Later, those dollars will be used to pay those expenses as they arise during the Plan Year. In addition, you should also note that any previous benefit payments made from any Account under the Plan that are unclaimed (e.g., uncashed benefit checks) at the end of the Plan Year following the period of coverage in which the qualifying expense was incurred will be forfeited to the Employer, including those unused funds remaining in your Health Flexible Spending Account after the grace period and any run-out period described in the Article titled: "Benefits".

For information regarding the administration of contributions in specific accounts under this Plan, please refer to the Article titled: "Benefits".

03. **When must I decide which accounts I want to use?**

You are required by Federal regulations to decide during the enrollment or election period (defined below) prior to the Plan Year start. You must decide which accounts you want and how much you want to contribute to each account.

If you are already covered by any of the insured benefits offered by this Plan, you will automatically become a Participant to the extent of the premiums for such insurance, unless you elect during the election period (defined below) not to participate in the Plan.

04. **When is the election period for our Plan?**

You will make your initial election on or before your entry date. (Please review the Article titled: "Eligibility" to better understand the eligibility requirements and entry date.) Then, for each following Plan Year, the election period is established by the Company and applied uniformly to all Participants. It will normally be a period of time prior to the beginning of each Plan Year. The Company will inform you each year about the election period. (See the Article entitled "General Information About Our Plan" for the definition of Plan Year.)

05. **May I change my elections during the Plan Year?**

Generally, you cannot change the elections you have made after the beginning of the Plan Year. However, there are certain limited situations when you can change your elections.

You are permitted to change elections if you have a "change in status" and you make an election change that is consistent with the change in status. Currently, Federal law considers the following events to be a change in status:

- Marriage, divorce, death of a spouse, legal separation or annulment;
- Change in the number of dependents, including birth, adoption, placement for adoption, or death of a dependent;
- Any of the following events for you, your spouse or dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, a change in worksite, or any other change in employment status that affects eligibility for benefits;
- One of your dependents satisfies or ceases to satisfy the requirements for coverage due to change in age, student status, or any similar circumstance; and
- A change in the place of residence of you, your spouse or dependent that would lead to a change in status, such as moving out of a coverage area for insurance.

In addition, if you are participating in the Dependent Care Flexible Spending Account, then there is a change in status if your dependent no longer meets the qualifications to be eligible for dependent care.

There are detailed rules on when a change in election is deemed to be consistent with a change in

status. In addition, there are laws that give you certain other rights to change health coverage for you, your spouse, or your dependents. If you change coverage due to rights you have under the law, then you can make a corresponding change in your elections under the Plan. If any of these conditions apply to you, you should contact the Administrator.

If the cost of a benefit provided under the Plan increases or decreases during a Plan Year, then we will automatically increase or decrease, as the case may be, your salary redirection election. If the cost increases significantly, you will be permitted to either make corresponding changes in your payments or revoke your election and obtain coverage under another benefit package option with similar coverage, or revoke your election entirely.

If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, then you may revoke your elections and elect to receive on a prospective basis coverage under another plan with similar coverage. In addition, if the Company adds a new coverage option or eliminates an existing option, you may elect the newly-added option (or elect another option if an option has been eliminated) and make corresponding election changes to other options providing similar coverage. If you are not a Participant, you may elect to join the Plan. There are also certain situations when you may be able to change your elections on account of a change under the plan of your spouse, former spouse or dependent's employer.

These rules on change due to cost or coverage do not apply to the Health Flexible Spending Account, and you may not change your election to the Health Flexible Spending Account if you make a change due to cost or coverage for insurance.

You may not change your election under the Dependent Care Flexible Spending Account if the cost change is imposed by a dependent care provider who is your relative.

06. May I make new elections in future Plan Years?

Yes. For each new Plan Year, you may change the elections that you previously made. You may also choose not to participate in the Plan for the upcoming Plan Year. If you do not make new elections during the election period before a new Plan Year begins, the Company will assume you want your elections for insured benefits only to remain the same and you will not be considered a Participant for the non-insured benefit options under the Plan for the upcoming Plan Year.

IV. ARTICLE - BENEFITS

01. **What benefits are offered under the Plan?**

You may choose to receive your entire compensation or use a portion to pay for benefits under this plan.

02. **Health Flexible Spending Account**

The Health Flexible Spending Account enables you to pay for expenses allowed under Sections 105 and 213(d) of the Internal Revenue Code and that are not covered by our insured medical plan, and to save taxes at the same time. The Health Flexible Spending Account allows you to be reimbursed by the Employer for out-of-pocket medical, dental and/or vision expenses incurred by you and your dependents.

Drug costs, including insulin, may be reimbursed. You may not, however, be reimbursed for the cost of other health care coverage maintained outside of the Plan, or for long-term care expenses. A list of covered expenses is available from the Administrator.

The most that you can contribute to your Health Flexible Spending Account for the Plan Year is \$3,200.00. The maximum limit may increase from year-to-year pursuant to Section 125(i)(2) of the Internal Revenue Code.

In order to be reimbursed for a health care expense, you must submit to the Administrator an itemized bill from the service provider. The Company will also provide you with a debit card to use to pay for qualified medical expenses. The Administrator will provide you with further details about the debit card. Amounts reimbursed from the Plan may not be claimed as a deduction on your personal income tax return. As required by law, reimbursement from the fund shall be paid at least once a month. Expenses under this Plan are treated as being "incurred" when you are provided with the care that gives rise to the expenses, not when you are formally billed or charged, or you pay for the medical care.

You may be reimbursed for expenses for any child until the end of the calendar year in which the child reaches age 26. A "child" is a natural child, stepchild, foster child, adopted child, or a child placed with you for adoption. If a child gains or regains eligibility due to these new rules, that qualifies as a change in status for purposes of coverage changes.

Newborns' and Mothers' Health Protection Act: Group health plans generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

Women's Health and Cancer Rights Act: This plan, as required by the Women's Health and Cancer Rights Act of 1998, will reimburse up to plan limits for benefits for mastectomy-related services including reconstruction and surgery to achieve symmetry between the breasts, prostheses, and complications resulting from a mastectomy (including lymphedema). Contact your Plan Administrator for more information.

03. **Dependent Care Flexible Spending Account**

The Dependent Care Flexible Spending Account enables you to pay for out-of-pocket, work-related dependent day-care costs with pre-tax dollars. If you are married, you can use the account if you and your spouse both work or, in some situations, if your spouse goes to school full-time. Single employees can also use the account.

The most that you can contribute to your Dependent Care Flexible Spending Account for the Plan Year is \$5,000.00.

An eligible dependent is someone for whom you can claim expenses on Federal Income Tax Form 2441 "Credit for Child and Dependent Care Expenses." Children must be under age 13. Other dependents must be physically or mentally unable to care for themselves. Dependent Care arrangements which qualify include:

- a. A Dependent (Day) Care Center, provided that if care is provided by the facility for more than six individuals, the facility complies with applicable state and local laws;
- b. An Educational Institution for pre-school children. For older children, only expenses for non-school care are eligible; and

- c. An "Individual" who provides care inside or outside your home: The "Individual" may not be a child of yours under age 19 or anyone you claim as a dependent for Federal tax purposes.

You should make sure that the dependent care expenses you are currently paying qualify under our Plan.

The law places limits on the amount of money that can be paid to you in a calendar year from your Dependent Care Flexible Spending Account. Generally, your reimbursements may not exceed the lesser of: (a) \$5,000.00 (if you are married filing a joint return or you are head of a household) or \$2,500 (if you are married filing separate returns); (b) your taxable compensation; (c) your spouse's actual or deemed annual earned income (a spouse who is a full time student or incapable of caring for himself/herself has a deemed monthly earned income of \$250 for one dependent or \$500 for two or more dependents).

Also, in order to be able to exclude from your income the reimbursements made to you from this account, you must provide on your tax form for the year the name, address, and in most cases, the taxpayer identification number of the service provider, as well as the amount of such expense. In addition, Federal tax laws permit a tax credit for certain dependent care expenses you may be paying even if you are not a Participant in this Plan. You may save more money if you take advantage of this tax credit rather than using the Dependent Care Flexible Spending Account under our Plan. Consult with your tax adviser for further information.

04. **Premium Expense Account**

A Premium Expense Account allows you to use tax-free dollars to pay for certain premium expenses under various group insurance programs the Company offers you. These premium expenses include:

- Health care premiums under our insured group medical plan
- Dental insurance premiums
- Vision insurance premiums
- Cancer insurance premiums
- Critical illness insurance premiums
- Hospital indemnity insurance premiums
- Accidental death and dismemberment insurance premiums
- Voluntary Benefit(s)
- Intensive Care Insurance
- Specified Health Event
- Personal Sickness Indemnity

Under this Plan, the Company will allocate the pre-tax premium withholding to the accounts established under the Plan pursuant to the Participants' elections. Certain limits on the amount of coverage that can be paid through pre-tax premiums may apply.

The Company may terminate or modify Plan benefits at any time, subject to the provisions of any insurance contracts providing benefits described above. The Company will not be liable to you if an insurance company fails to provide any of the benefits described above. Also, your insurance will end when you leave employment, are no longer eligible under the terms of any insurance policies, or when insurance terminates.

Any benefits to be provided by insurance will be provided only after (1) you have provided the Administrator the necessary information to apply for insurance, and (2) the insurance is in effect for you.

If you cover your children up to age 26 under your insurance, you can pay for that coverage through the Plan.

V. ARTICLE - BENEFIT PAYMENTS

01. **When will I receive payments from my accounts?**

During the course of the Plan Year, you may submit requests for reimbursement of expenses you have incurred. Expenses are considered "incurred" when the service is performed, not necessarily when it is paid for. The Administrator will provide you with acceptable forms for submitting these requests for reimbursement. If the request qualifies as a benefit or expense that the Plan has agreed to pay, you will receive a reimbursement payment soon thereafter. Remember, these reimbursements which are made from the Plan are generally not subject to federal income tax or withholding. Nor are they subject to Social Security taxes. Requests for payment of insured benefits should be made directly to the insurer. You will only be reimbursed from the Health Flexible Spending Account or Dependent Care Flexible Spending Account to the extent that there are sufficient funds in the Account to cover your request.

02. **What happens if I don't spend all Plan contributions during the Plan Year?**

If you have unused contributions in your account at the end of the current Plan Year, those monies will be forfeited to the Employer. Obviously, qualifying expenses that you incur late in the Plan Year for which you seek reimbursement after the end of such Plan Year will be paid first before any amount is forfeited.

If you have unused contributions in your Health Flexible Spending Account at the end of the current Plan Year, you can continue to receive reimbursement for expenses incurred during the first 2.5 months immediately following the end of the Plan year, until such unused funds are depleted. All claims must be submitted no later than 90 days after the end of the plan year.

For the Dependent Care Flexible Spending Account, you can continue to receive reimbursement for expenses incurred during the first 2.5 months immediately following the end of the Plan year, until such unused funds are depleted. All claims must be submitted no later than 90 days after the end of the plan year.

If you move to a Health Savings Account (HSA) at the end of the Plan year, you will not be eligible to make any HSA contributions before the first of the month following the end of the 2.5 month Grace Period. If a Participant ceases to be a Participant any time prior to the end of the Plan Year, he is not eligible to take advantage of the Grace Period.

Because it is possible that you might forfeit amounts in the Plan if you do not fully use the contributions that have been made, it is important that you decide how much to place in each account carefully and conservatively. Remember, you must decide which benefits you want to contribute to and how much to place in each account before the Plan Year begins. You want to be as certain as you can that the amount you decide to place in each account will be used up entirely.

03. **Family and Medical Leave Act (FMLA)**

If you take a leave under the Family and Medical Leave Act, you may continue, revoke or change your existing elections for health insurance and the Health Flexible Spending Account. If your coverage for these benefits terminates, due to your revocation of the benefit to your non-payment of contributions, you will be permitted to reinstate coverage for the remaining part of the Plan Year upon your return. You can resume your coverage at its original level and make payments for the time that you are on leave. For example, if you elect \$1,200 for the year and are out on leave for 3 months, then return and elect to resume your coverage at that level, your remaining payments will be increased to cover the difference - for example, from \$100 per month to \$150 per month, etc. Alternatively your maximum amount will be reduced proportionately for the time that you were gone. For example, if you elect \$1,200 for the year and are out on leave for 3 months, your amount will be reduced to \$900. The expenses you incur during the time you are not in the Health Flexible Spending Account are not reimbursable.

If you continue your coverage during your unpaid leave, you may pre-pay for the coverage, you may pay for your coverage on an after-tax basis while you are on leave, or you and your Employer may arrange a schedule for you to "catch up" your payments when you return.

04. **Uniformed Services Employment and Reemployment Rights Act (USERRA)**

If you are going into or returning from military service, you may have special rights to health care coverage through your Health Flexible Spending Account under the Uniformed Services Employment and Reemployment Rights Act of 1994. These rights can include extended health care coverage. If you may be affected, ask your Administrator for further details.

05. **What happens if my employment terminates?**

If you terminate employment during the Plan Year, your right to benefits will be determined in the

following manner:

- a. You will remain covered by insurance, but only for the period for which premiums have been paid prior to your termination of employment.
- b. You will still be able to request reimbursement for qualifying dependent care expenses up to 90 days after the end of the Plan Year from the balance remaining in your Dependent Care Account at the time of termination of employment. However, no further salary redirection contributions will be made on your behalf after termination.
- c. For health benefit coverage and Health Flexible Spending Account coverage on termination of employment, please see the Article entitled "Continuation Coverage Rights Under COBRA." Upon your termination of employment, your participation in the Health Flexible Spending Account will cease, and no further salary redirection contributions will be contributed on your behalf. However, you will be able to submit, within 90 days after the end of the Plan Year, claims for health care expenses that were incurred before the end of the period for which payments to the Health Flexible Spending Account have already been made. Your further participation will be governed by "Continuation Coverage Rights Under COBRA."

06. **Will my Social Security benefits be affected?**

Your Social Security benefits may be slightly reduced because when you receive tax-free benefits under our Plan, it reduces the amount of contributions that you make to the Federal Social Security system as well as the Company contributions to Social Security on your behalf.

VI. ARTICLE - HIGHLY COMPENSATED AND KEY EMPLOYEES

01. **Do limitations apply to highly compensated employees?**

Under the Internal Revenue Code, highly compensated employees and key employees generally are Participants who are officers, shareholders or are highly paid. You will be notified by the Administrator each Plan Year whether you are a highly compensated employee or a key employee.

If you are within these categories, the amount of contributions and benefits for you may be limited so that the Plan as a whole does not unfairly favor those who are highly paid, their spouses or their dependents. Federal tax laws state that a plan will be considered to unfairly favor the key employees if they as a group receive more than 25% of all of the nontaxable benefits provided for under our Plan.

Plan experience will dictate whether contribution limitations on highly compensated employees or key employees will apply. You will be notified of these limitations if you are affected.

VII. ARTICLE - PLAN ACCOUNTING

01. **Periodic Statements**

Periodically during the Plan Year, the Administrator will provide you with a statement of your account that shows your account balance. It is important to read these statements carefully so you understand the balance remaining to pay for a benefit. Remember, you want to spend all the money you have designated for a particular benefit by the end of the Plan Year.

VIII. ARTICLE - GENERAL INFORMATION ABOUT OUR PLAN

This Section contains certain general information which you may need to know about the Plan.

01. **General Plan Information**

City of Nichols Hills FSA Plan is the name of the Plan.

Your Employer has assigned Plan Number 501 to your Plan.

The company amends and restates this Plan as of July 01, 2024 with an original effective date of July 01, 2010.

Your Plan's records are maintained on a twelve-month period of time known as the Plan Year. The Plan Year begins on July 01 and ends on June 30.

02. **Employer Information**

Your Employer's name, address, and tax identification number are:

City of Nichols Hills
Sherry Dickson
6407 Avondale Drive
Nichols Hills, OK 73116
405-843-6637
sdickson@nicholshills.net
FEIN: 73-6005346

03. **Plan Administrator Information**

The name and address of your Plan's Administrator are:

City of Nichols Hills
6407 Avondale Drive
Nichols Hills, OK 73116
405-843-6637
sdickson@nicholshills.net

The Administrator keeps the records for the Plan and is responsible for the administration of the Plan. The Administrator will also answer any questions you may have about our Plan. You may contact the Administrator for any further information about the Plan.

04. **Agent for Service of Legal Process**

Should it ever be necessary, you or your personal representative may serve legal process on the agent for service of legal process for the Plan. The Plan's Agent of Service is:

City of Nichols Hills
6407 Avondale Drive
Nichols Hills, OK 73116
405-843-6637
sdickson@nicholshills.net

05. **Type of Administration**

The type of Administration is Employer Administration.

06. **Claims Submission**

Claims for expenses should be submitted to:

Keystone Flex Administrators
2932 NW 122nd , Suite 1
Oklahoma City, OK 73120
405-285-1144

IX. ARTICLE - ADDITIONAL PLAN INFORMATION

01. Your Rights Under ERISA

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA) and the Internal Revenue Code. These laws provide that Participants, eligible employees and all other employees are entitled to:

- a. examine, without charge, at the Plan Administrator's office, all Plan documents, including insurance contracts, collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor (also available at the Public Disclosure Room of the Employee Benefits Security Administration);
- b. obtain copies of all documents that govern the operations of the Plan, and other Plan information, upon written request to the Administrator. The Administrator may charge a reasonable fee for copies;
- c. continue health coverage for yourself, Spouse, or other dependents if there is a loss of coverage under the Plan as a result of a qualifying event. You or your dependents may have to pay for such coverage; and
- d. review this summary plan description and the documents governing COBRA continuation rights under the Plan.

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, who are called "fiduciaries" of the Plan, have a duty to do so prudently and in the best interest of you and the other Plan Participants and beneficiaries.

No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a medical child support order, you may file suit in Federal court.

Under ERISA there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within thirty (30) days, you may file suit in a Federal court. In such a case, the court may request the Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court.

If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees; for example, if it finds your claim is frivolous.

If you have any questions about the Plan, you should contact the Administrator. If you have any questions about this statement, or about your rights under ERISA or the Health Insurance Portability and Accountability Act (HIPAA), or if you need assistance in obtaining documents from the Administrator, you should contact either the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) or visit the EBSA website at www.dol.gov/ebsa/. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.) You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

02. Claims Process

It is recommended that you submit all reimbursement claims during the Plan Year. For information on how claims will be processed at the end of the Plan Year, please refer to the Article titled: "Benefit Payments".

Claims for insured benefits will be handled in accordance with procedures contained in the insurance policies. All other general requests should be directed to the Administrator of our Plan. If

a dependent care claim under the Plan is denied in whole or in part, you or your beneficiary will receive written notification. The notification will include the reasons for the denial, with reference to the specific provisions of the Plan on which the denial was based, a description of any additional information needed to process the claim and an explanation of the claims review procedure. Within 60 days after denial, you or your beneficiary may submit to the Administrator a written request for reconsideration of the denial.

Any such request should be accompanied by documents or records in support of your appeal. You or your beneficiary may review pertinent documents and submit issues and comments in writing. The Administrator will review the claim and provide, within 60 days, a written response to the appeal. (This period may be extended an additional 60 days under certain circumstances.) In this response, the Administrator will explain the reason for the decision, with specific reference to the provisions of the Plan on which the decision is based. The Administrator has the exclusive right to interpret the appropriate plan provisions. Decisions of the Administrator are conclusive and binding.

In the case of a claim for medical expenses under the Health Flexible Spending Account, the following timetable for claims applies:

Notification of whether claim is accepted or denied	30 days
Extension due to matters beyond the control of the Plan	15 days
Insufficient information on the claim:	
Notification of	15 days
Response by Participant	45 days
Review of claim denial	60 days

The Plan Administrator will provide written or electronic notification of any claim denial. The notice will state:

- a. The specific reason or reasons for the denial;
- b. Reference to the specific Plan provisions on which the denial was based;
- c. A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary;
- d. A description of the Plan's review procedures and the time limits applicable to such procedures. This will include a statement of your right to bring a civil action under section 502 of ERISA following a denial on review;
- e. A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim; and
- f. If the denial was based on an internal rule, guideline, protocol, or other similar criterion, the specific rule, guideline, protocol, or criterion will be provided free of charge. If this is not practical, a statement will be included that such a rule, guideline, protocol, or criterion was relied upon in making the denial and a copy will be provided free of charge to the claimant upon request.

When you receive a denial, you will have 180 days following receipt of the notification in which to appeal the decision. You may submit written comments, documents, records, and other information relating to the claim. If you request, you will be provided, free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim.

The period of time within which a denial on review is required to be made will begin at the time an appeal is filed in accordance with the procedures of the Plan. This timing is without regard to whether all the necessary information accompanies the filing.

A document, record, or other information shall be considered relevant to a claim if it:

- a. was relied upon in making the claim determination;
- b. was submitted, considered, or generated in the course of making the claim determination, without regard to whether it was relied upon in making the claim determination;
- c. demonstrated compliance with the administrative processes and safeguards designed to ensure and to verify that claim determinations are made in accordance with Plan documents and Plan provisions have been applied consistently with respect to all claimants; or

- d. constituted a statement of policy or guidance with respect to the Plan concerning the denied claim.

The review will take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial claim determination. The review will not afford deference to the initial denial and will be conducted by a fiduciary of the Plan who is neither the individual who made the adverse determination nor a subordinate of that individual.

03. **Qualified Medical Child Support Order**

A medical child support order is a judgment, decree or order (including approval of a property settlement) made under state law that provides for child support or health coverage for the child of a participant. The child becomes an "alternate recipient" and can receive benefits under the health plans of the Employer, if the order is determined to be "qualified." You may obtain, without charge, a copy of the procedures governing the determination of qualified medical child support orders from the Plan Administrator.

X. ARTICLE - CONTINUATION COVERAGE RIGHTS UNDER COBRA

Under the federal Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), certain employees and their families covered under health benefits under this Plan will be entitled to the opportunity to elect a temporary extension of health coverage (called "COBRA continuation coverage") beyond the time when coverage under the Plan would otherwise end. This notice is intended to inform Plan Participants and beneficiaries, in summary fashion, of their rights and obligations under the continuation coverage provisions of COBRA, as amended and reflected in final and proposed regulations published by the Department of the Treasury. This notice is intended to reflect the law and does not grant or take away any rights under the law.

The Plan Administrator or its designee is responsible for administering COBRA continuation coverage. Complete instructions on COBRA, as well as election forms and other information, will be provided by the Plan Administrator or its designee to Plan Participants who become Qualified Beneficiaries under COBRA. While the Plan itself is not a group health plan, it does provide health benefits. Whenever "Plan" is used in this section, it means any of the health benefits under this Plan including the Health Flexible Spending Account.

01. What is COBRA continuation coverage?

COBRA continuation coverage is the temporary extension of group health plan coverage that must be offered to certain Plan Participants and their eligible family members (called "Qualified Beneficiaries") at group rates. The right to COBRA continuation coverage is triggered by the occurrence of a life event that results in the loss of coverage under the terms of the Plan (the "Qualifying Event"). The coverage must be identical to the coverage that the Qualified Beneficiary had immediately before the Qualifying Event, or if the coverage has been changed, the coverage must be identical to the coverage provided to similarly situated active employees who have not experienced a Qualifying Event (in other words, similarly situated non-COBRA beneficiaries).

02. Who can become a Qualified Beneficiary?

In general, a Qualified Beneficiary can be:

- a. Any individual who, on the day before a Qualifying Event, is covered under a Plan by virtue of being on that day either a covered Employee, the Spouse of a covered Employee, or a Dependent child of a covered Employee. If, however, an individual who otherwise qualifies as a Qualified Beneficiary is denied or not offered coverage under the Plan under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.
- b. Any child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, and any individual who is covered by the Plan as an alternate recipient under a qualified medical support order. If, however, an individual who otherwise qualifies as a Qualified Beneficiary is denied or not offered coverage under the Plan under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.

The term "covered Employee" includes any individual who is provided coverage under the Plan due to his or her performance of services for the employer sponsoring the Plan. However, this provision does not establish eligibility of these individuals. Eligibility for Plan coverage shall be determined in accordance with Plan Eligibility provisions.

An individual is not a Qualified Beneficiary if the individual's status as a covered Employee is attributable to a period in which the individual was a nonresident alien who received from the individual's Employer no earned income that constituted income from sources within the United States. If, on account of the preceding reason, an individual is not a Qualified Beneficiary, then a Spouse or Dependent child of the individual will also not be considered a Qualified Beneficiary by virtue of the relationship to the individual. A domestic partner is not a Qualified Beneficiary.

Each Qualified Beneficiary (including a child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage) must be offered the opportunity to make an independent election to receive COBRA continuation coverage.

03. What is a Qualifying Event?

A Qualifying Event is any of the following if the Plan provides that the Plan participant will lose coverage (i.e., cease to be covered under the same terms and conditions as in effect immediately before the Qualifying Event) in the absence of COBRA continuation coverage:

- a. The death of a covered Employee.

- b. The termination (other than by reason of the Employee's gross misconduct), or reduction of hours, of a covered Employee's employment.
- c. The divorce or legal separation of a covered Employee from the Employee's Spouse. If the Employee reduces or eliminates the Employee's Spouse's Plan coverage in anticipation of a divorce or legal separation, and a divorce or legal separation later occurs, then the divorce or legal separation may be considered a Qualifying Event even though the Spouse's coverage was reduced or eliminated before the divorce or legal separation.
- d. A covered Employee's enrollment in any part of the Medicare program.
- e. A Dependent child's ceasing to satisfy the Plan's requirements for a Dependent child (for example, attainment of the maximum age for dependency under the Plan).

If the Qualifying Event causes the covered Employee, or the covered Spouse or a Dependent child of the covered Employee, to cease to be covered under the Plan under the same terms and conditions as in effect immediately before the Qualifying Event, the persons losing such coverage become Qualified Beneficiaries under COBRA if all the other conditions of COBRA are also met. For example, any increase in contribution that must be paid by a covered Employee, or the Spouse, or a Dependent child of the covered Employee, for coverage under the Plan that results from the occurrence of one of the events listed above is a loss of coverage.

The taking of leave under the Family and Medical Leave Act of 1993 ("FMLA") does not constitute a Qualifying Event. A Qualifying Event will occur, however, if an Employee does not return to employment at the end of the FMLA leave and all other COBRA continuation coverage conditions are present. If a Qualifying Event occurs, it occurs on the last day of FMLA leave and the applicable maximum coverage period is measured from this date (unless coverage is lost at a later date and the Plan provides for the extension of the required periods, in which case the maximum coverage date is measured from the date when the coverage is lost.) Note that the covered Employee and family members will be entitled to COBRA continuation coverage even if they failed to pay the employee portion of premiums for coverage under the Plan during the FMLA leave.

04. **What factors should be considered when determining to elect COBRA continuation coverage?**

You should take into account that a failure to continue your group health coverage will affect your rights under federal law. You should be aware that you have special enrollment rights under federal law (HIPAA). You have the right to request special enrollment in another group health plan for which you are otherwise eligible (such as a plan sponsored by your Spouse's employer) within 30 days after Plan coverage ends due to a Qualifying Event listed above. You will also have the same special right at the end of COBRA continuation coverage if you get COBRA continuation coverage for the maximum time available to you.

05. **What is the procedure for obtaining COBRA continuation coverage?**

The Plan has conditioned the availability of COBRA continuation coverage upon the timely election of such coverage. An election is timely if it is made during the election period.

06. **What is the election period and how long must it last?**

The election period is the time period within which the Qualified Beneficiary must elect COBRA continuation coverage under the Plan. The election period must begin no later than the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event and ends 60 days after the later of the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event or the date notice is provided to the Qualified Beneficiary of her or his right to elect COBRA continuation coverage. If coverage is not elected within the 60 day period, all rights to elect COBRA continuation coverage are forfeited.

07. **Is a covered Employee or Qualified Beneficiary responsible for informing the Plan Administrator of the occurrence of a Qualifying Event?**

The Plan will offer COBRA continuation coverage to Qualified Beneficiaries only after the Plan Administrator or its designee has been timely notified that a Qualifying Event has occurred. The Employer (if the Employer is not the Plan Administrator) will notify the Plan Administrator or its designee of the Qualifying Event within 30 days following the date coverage ends when the Qualifying Event is:

- a. the end of employment or reduction of hours of employment,
- b. death of the employee,
- c. commencement of a proceeding in bankruptcy with respect to the Employer, or
- d. entitlement of the employee to any part of Medicare.

IMPORTANT:

For the other Qualifying Events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you or someone on your behalf must notify the Plan Administrator or its designee in writing within 60 days after the Qualifying Event occurs, using the procedures specified below. If these procedures are not followed or if the notice is not provided in writing to the Plan Administrator or its designee during the 60-day notice period, any spouse or dependent child who loses coverage will not be offered the option to elect continuation coverage. You must send this notice to the Plan Administrator or its designee.

NOTICE PROCEDURES: Any notice that you provide must be *in writing*. Oral notice, including notice by telephone, is not acceptable. You must mail, fax or hand-deliver your notice to the person, department or firm listed below, at the following address:

The Kempton Group

PO Box 211422
Eagan, MN 55121

If mailed, your notice must be postmarked no later than the last day of the required notice period. Any notice you provide must state:

- the **name of the plan or plans** under which you lost or are losing coverage,
- the **name and address of the employee** covered under the plan,
- the **name(s) and address(es) of the Qualified Beneficiary(ies)**, and
- the **Qualifying Event** and the **date** it happened.

If the Qualifying Event is a **divorce or legal separation**, your notice must include **a copy of the divorce decree or the legal separation agreement**.

Be aware that there are other notice requirements in other contexts, for example, in order to qualify for a disability extension.

Once the Plan Administrator or its designee receives *timely notice* that a Qualifying Event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each Qualified Beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage for their spouses, and parents may elect COBRA continuation coverage on behalf of their children. For each Qualified Beneficiary who elects COBRA continuation coverage, COBRA continuation coverage will begin on the date that plan coverage would otherwise have been lost. If you or your spouse or dependent children do not elect continuation coverage within the 60-day election period described above, the right to elect continuation coverage will be lost.

08. **Is a waiver before the end of the election period effective to end a Qualified Beneficiary's election rights?**

If, during the election period, a Qualified Beneficiary waives COBRA continuation coverage, the waiver can be revoked at any time before the end of the election period. Revocation of the waiver is an election of COBRA continuation coverage. However, if a waiver is later revoked, coverage need not be provided retroactively (that is, from the date of the loss of coverage until the waiver is revoked). Waivers and revocations of waivers are considered made on the date they are sent to the Plan Administrator or its designee, as applicable.

09. **Is COBRA coverage available if a Qualified Beneficiary has other group health plan coverage or Medicare?**

Qualified Beneficiaries who are entitled to elect COBRA continuation coverage may do so even if they are covered under another group health plan or are entitled to Medicare benefits on or before the date on which COBRA is elected. However, a Qualified Beneficiary's COBRA coverage will terminate automatically if, after electing COBRA, he or she becomes entitled to Medicare or becomes covered under other group health plan coverage (but only after any applicable preexisting condition exclusions of that other plan have been exhausted or satisfied).

10. **When may a Qualified Beneficiary's COBRA continuation coverage be terminated?**

During the election period, a Qualified Beneficiary may waive COBRA continuation coverage. Except for an interruption of coverage in connection with a waiver, COBRA continuation coverage that has been elected for a Qualified Beneficiary must extend for at least the period beginning on the date of the Qualifying Event and ending not before the earliest of the following dates:

- a. The last day of the applicable maximum coverage period.
- b. The first day for which Timely Payment is not made to the Plan with respect to the Qualified Beneficiary.
- c. The date upon which the Employer ceases to provide any group health plan (including a successor plan) to any employee.
- d. The date, after the date of the election, that the Qualified Beneficiary first becomes covered under any other Plan that does not contain any exclusion or limitation with respect to any pre-existing condition, other than such an exclusion or limitation that does not apply to, or is satisfied by, the Qualified Beneficiary.
- e. The date, after the date of the election, that the Qualified Beneficiary first becomes entitled to Medicare (either part A or part B, whichever occurs earlier).
- f. In the case of a Qualified Beneficiary entitled to a disability extension, the later of:
 1. (i) 29 months after the date of the Qualifying Event, or (ii) the first day of the month that is more than 30 days after the date of a final determination under Title II or XVI of the Social Security Act that the disabled Qualified Beneficiary whose disability resulted in the Qualified Beneficiary's entitlement to the disability extension is no longer disabled, whichever is earlier; or
 2. the end of the maximum coverage period that applies to the Qualified Beneficiary without regard to the disability extension.

The Plan can terminate for cause the coverage of a Qualified Beneficiary on the same basis that the Plan terminates for cause the coverage of similarly situated non-COBRA beneficiaries, for example, for the submission of a fraudulent claim.

In the case of an individual who is not a Qualified Beneficiary and who is receiving coverage under the Plan solely because of the individual's relationship to a Qualified Beneficiary, if the Plan's obligation to make COBRA continuation coverage available to the Qualified Beneficiary ceases, the Plan is not obligated to make coverage available to the individual who is not a Qualified Beneficiary.

11. What are the maximum coverage periods for COBRA continuation coverage?

The maximum coverage periods are based on the type of the Qualifying Event and the status of the Qualified Beneficiary, as shown below.

- a. In the case of a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period ends 18 months after the Qualifying Event if there is not a disability extension and 29 months after the Qualifying Event if there is a disability extension.
- b. In the case of a covered Employee's enrollment in the Medicare program before experiencing a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period for Qualified Beneficiaries other than the covered Employee ends on the later of:
 1. 36 months after the date the covered Employee becomes enrolled in the Medicare program; or
 2. 18 months (or 29 months, if there is a disability extension) after the date of the covered Employee's termination of employment or reduction of hours of employment.
- c. In the case of a Qualified Beneficiary who is a child born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, the maximum coverage period is the maximum coverage period applicable to the Qualifying Event giving rise to the period of COBRA continuation coverage during which the child was born or placed for adoption.
- d. In the case of any other Qualifying Event than that described above, the maximum coverage period ends 36 months after the Qualifying Event.

12. Under what circumstances can the maximum coverage period be expanded?

If a Qualifying Event that gives rise to an 18-month or 29-month maximum coverage period is followed, within that 18- or 29-month period, by a second Qualifying Event that gives rise to a 36-months maximum coverage period, the original period is expanded to 36 months, but only for individuals who are Qualified Beneficiaries at the time of and with respect to both Qualifying Events. In no circumstance can the COBRA maximum coverage period be expanded to more than 36 months after the date of the first Qualifying Event. The Plan Administrator must be notified of

the second qualifying event within 60 days of the second qualifying event. This notice must be sent to the Plan Administrator or its designee in accordance with the procedures above.

13. How does a Qualified Beneficiary become entitled to a disability extension?

A disability extension will be granted if an individual (whether or not the covered Employee) who is a Qualified Beneficiary in connection with the Qualifying Event that is a termination or reduction of hours of a covered Employee's employment, is determined under Title II or XVI of the Social Security Act to have been disabled at any time during the first 60 days of COBRA continuation coverage. To qualify for the disability extension, the Qualified Beneficiary must also provide the Plan Administrator with notice of the disability determination on a date that is both within 60 days after the date of the determination and before the end of the original 18-month maximum coverage. This notice must be sent to the Plan Administrator or its designee in accordance with the procedures above.

14. Does the Plan require payment for COBRA continuation coverage?

For any period of COBRA continuation coverage under the Plan, Qualified Beneficiaries who elect COBRA continuation coverage may be required to pay up to 102% of the applicable premium and up to 150% of the applicable premium for any expanded period of COBRA continuation coverage covering a disabled Qualified Beneficiary due to a disability extension. Your Plan Administrator will inform you of the cost. The Plan will terminate a Qualified Beneficiary's COBRA continuation coverage as of the first day of any period for which timely payment is not made.

15. Must the Plan allow payment for COBRA continuation coverage to be made in monthly installments?

Yes. The Plan is also permitted to allow for payment at other intervals.

16. What is Timely Payment for COBRA continuation coverage?

Timely Payment means a payment made no later than 30 days after the first day of the coverage period. Payment that is made to the Plan by a later date is also considered Timely Payment if either under the terms of the Plan, covered Employees or Qualified Beneficiaries are allowed until that later date to pay for their coverage for the period or under the terms of an arrangement between the Employer and the entity that provides Plan benefits on the Employer's behalf, the Employer is allowed until that later date to pay for coverage of similarly situated non-COBRA beneficiaries for the period.

Notwithstanding the above paragraph, the Plan does not require payment for any period of COBRA continuation coverage for a Qualified Beneficiary earlier than 45 days after the date on which the election of COBRA continuation coverage is made for that Qualified Beneficiary. Payment is considered made on the date on which it is postmarked to the Plan.

If Timely Payment is made to the Plan in an amount that is not significantly less than the amount the Plan requires to be paid for a period of coverage, then the amount paid will be deemed to satisfy the Plan's requirement for the amount to be paid, unless the Plan notifies the Qualified Beneficiary of the amount of the deficiency and grants a reasonable period of time for payment of the deficiency to be made. A "reasonable period of time" is 30 days after the notice is provided. A shortfall in a Timely Payment is not significant if it is no greater than the lesser of \$50 or 10% of the required amount.

17. Are there other coverage options besides COBRA Continuation Coverage?

Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at www.healthcare.gov.

18. Must a Qualified Beneficiary be given the right to enroll in a conversion health plan at the end of the maximum coverage period for COBRA continuation coverage?

If a Qualified Beneficiary's COBRA continuation coverage under a group health plan ends as a result of the expiration of the applicable maximum coverage period, the Plan will, during the 180-day period that ends on that expiration date, provide the Qualified Beneficiary with the option of enrolling under a conversion health plan if such an option is otherwise generally available to similarly situated non-COBRA beneficiaries under the Plan. If such a conversion option is not otherwise generally available, it need not be made available to Qualified Beneficiaries.

19. How is my participation in the Health Flexible Spending Account affected?

You can elect to continue your participation in the Health Flexible Spending Account for the remainder of the Plan Year, subject to the following conditions. You may only continue to participate in the Health Flexible Spending Account if you have elected to contribute more money

than you have taken out in claims. For example, if you elected to contribute an annual amount of \$750 and, at the time you terminate employment, you have contributed \$400 but only claimed \$200, you may elect to continue coverage under the Health Flexible Spending Account. If you elect to continue coverage, then you would be able to continue to receive your health reimbursements up to the \$750. However, you must continue to pay for the coverage, just as the money has been taken out of your paycheck, but on an after-tax basis. The Plan can also charge you an extra amount (as explained above for other health benefits) to provide this benefit.

IF YOU HAVE QUESTIONS

If you have questions about your COBRA continuation coverage, you should contact the Plan Administrator or its designee. For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA). Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website at www.dol.gov/ebsa.

KEEP YOUR PLAN ADMINISTRATOR INFORMED OF ADDRESS CHANGES

In order to protect your and your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator or its designee.

Attachment A

****HIPAA NOTICE OF PRIVACY PRACTICES****

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

Purpose

This notice is intended to inform you of the privacy practices followed by your employer's Healthcare Flexible Spending Account Plan. It also explains the Federal privacy rights afforded to you and the members of your family as Plan Participants covered under a group health plan.

As a Plan sponsor your employer often needs access to health information in order to perform Plan Administrator functions. We want to assure the Plan Participants covered under our group health plan that we comply with Federal privacy laws and respect your right to privacy. We require all members of our workforce and third parties that are provided access to health information to comply with the privacy practices outlined below.

Uses and Disclosures of Health Information

Healthcare Operations. We use and disclose health information about you in order to perform Plan administration functions such as quality assurance activities, resolution of internal grievances, and evaluating plan performance. For example, we review claims experience in order to understand utilization and to make plan design changes that are intended to control health care costs.

Payment. We may also use or disclose identifiable health information about you without your written authorization in order to determine eligibility for benefits, seek reimbursement from a third party, or coordinate benefits with another health plan under which you are covered. For example, a healthcare provider that provided treatment to you will provide us with your health information. We use that information to determine whether those services are eligible for payment under our group health plan.

Treatment. Although the law allows use and disclosure of your health information for purposes of treatment, as a Plan sponsor we generally do not need to disclose your information for treatment purposes. Your physician or healthcare provider is required to provide you with an explanation of how they use and share your health information for purposes of treatment, payment, and healthcare operations.

As permitted or required by law. We may also use or disclose your health information without your written authorization for other reasons as permitted by law. We are permitted by law to share information, subject to certain requirements, in order to communicate information on health-related benefits or services that may be of interest to you, respond to a court order, or provide information to further public health activities (e.g., preventing the spread of disease) without your written authorization. We are also permitted to share health information during a corporate restructuring such as an merger, sale, or acquisition. We will also disclose health information about you when required by law, for example, in order to prevent serious harm to you or others.

Pursuant to your Authorization. When required by law, we will ask for your written authorization before using or disclosing your identifiable health information. If you choose to sign an authorization to disclose information, you can later revoke that authorization to cease any future uses or disclosures.

Right to Inspect and Copy. In most cases, you have a right to inspect and copy the health information we maintain about you. If you request copies, we will charge you \$0.05 (5 cents) for each page. Your request to inspect or review your health information must be submitted in writing to the person listed below.

Right to an Accounting of Disclosures. You have a right to receive a list of instances where we have disclosed health information about you for reasons other than treatment, payment, healthcare operations, or pursuant to your written authorization.

Right to Amend. If you believe that information within our records is incorrect or missing, you have a right to request that we correct the incorrect or missing information.

Right to Request Restrictions. You may request in writing that we not use or disclose information for treatment, payment, or other administrative purposes except when specifically authorized by you, when required by law, or in emergency circumstances. We will consider your request, but are not legally obligated to agree to those restrictions.

Right to Request Confidential Communications. You have a right to receive confidential communications containing your health information. We are required to accommodate reasonable requests. For example, you may ask that we contact you at your place of employment or send communications regarding treatment to an alternate address.

Right to Receive a Paper Copy of this Notice. If you have agreed to accept this notice electronically, you also have a right to obtain a paper copy of this notice from us upon request. To obtain a paper copy of this notice, please contact the person listed below.

Legal Information

The Company is required by law to protect the privacy of your information, provide this notice about information practices, and follow the information practices that are described in this notice.

We may change our policies at any time. Before we make a significant change in our policies, we will provide you with a revised copy of this notice. You can also request a copy of our current notice at any time. For more information about our

privacy practices, contact the person listed below:

City of Nichols Hills
Sherry Dickson
6407 Avondale Drive
Nichols Hills, OK 73116
405-843-6637
sdickson@nicholshills.net

If you have any questions or complaints, please contact the Plan Administrator listed under the Article titled: "General Information About Our Plan".

Filing a Complaint

If you are concerned that we have violated your privacy rights, or you disagree with a decision we made about access to your records, you may contact the person listed above. You also may send a written complaint to the U.S. Department of Health and Human Services; Office of Civil Rights. The person listed above can provide you with the appropriate address upon request or you may visit www.hhs.gov/ocr for further information.

Election to Participate

For City of Nichols Hills
Section 125 Premium Only Plan
Plan Year July 01, 2024 through June 30, 2025

Employee Name

Employee Number

As an eligible employee in the above plan, I acknowledge that I have received the Summary Plan Description. I have read the Summary Plan Description and understand the benefits available to me as well as the other rights and obligations which I have under the Plan.

In accordance with my rights under the Plan, I elect the benefits that I have selected below for the plan year specified above. The Employer and I agree that my cash compensation will be redirected by the amounts set forth below for each pay period and of the plan year (or during such portion of the plan year as remains after the date of this Election to Participate).

- On the appropriate benefit enrollment form(s), I have enrolled for certain insurance coverages. I elect to receive the following coverage(s) under the FSA Plan:
- ☐ Group Medical Insurance

☐ Group Dental Insurance

☐ Group Vision Insurance

☐ Critical Illness
- ☐ Hospital Indemnity

☐ Cancer

☐ Accidental Death and Dismemberment

☐ Voluntary Benefit(s)

☐ Intensive Care Insurance

☐ Specified Health Event

☐ Personal Sickness Indemnity

- I understand that:
- In lieu of specific dollar amounts, I hereby elect the above specified insurance coverages and authorize salary redirections in the amounts of the current premiums being charged.
 - If my required contributions to pay premiums for the elected benefits are increased or decreased while this Election remains in effect, my compensation redirection will automatically be adjusted to reflect that increase or decrease.
 - I cannot change or revoke any of my elections under this Plan at any time during the Plan Year unless I have a "change in status" and the election change is consistent with the "Change in status" means: marriage, divorce, death of a spouse or child, birth or adoption of a child, commencement or termination of employment of a spouse, change in my or my spouse's employment status from full-time to part-time or from part-time to full-time, my spouse's or my taking an unpaid leave of absence, a substantial change in my family's health coverage due to a change in my spouse's employer-sponsored health coverage, or such other events as the Plan Administrator determines will permit a change or revocation of an election.
 - The Administrator may redirect or cancel my compensation redirection or otherwise modify this Election in the event he believes it advisable in order to satisfy certain provisions of the Internal Revenue Code.
 - The redirection in my cash compensation under this Election shall be in addition to any reductions under other agreements or benefit programs maintained by my Employer.
 - Any amounts that are not used during a Plan Year to provide benefits will be forfeited and may not be paid to me in cash or used to provide benefits specifically for me in a later Plan Year.
 - Prior to the first day of each Plan Year I will be offered the opportunity to change my benefit elections for that Plan Year.
 - If disability insurance is paid for on a pre-tax basis, any benefits I receive may be taxable.
 - My Social Security benefits may be slightly reduced due to my pre-tax contributions to the Plan.

This Election is subject to the terms of the Employer's FSA Plan, as amended from time to time, shall be governed by and construed in accordance with applicable laws, shall take effect as a sealed instrument under applicable laws, and revokes any prior election and compensation redirection agreement relating to such Plan.

Signature:

Printed Name:

Title:

Date:

Election to not Participate

For City of Nichols Hills
Section 125 Premium Only Plan
Plan Year July 01, 2024 through June 30, 2025

Employee Name

Employee Number

Employee Address

I understand all the benefit options available under the FSA Plan.

I elect NOT to participate in the FSA plan and instead to receive my full compensation in cash. I understand that I will receive the full amount of my salary and other compensation without reduction for benefits available, or any reduction on applicable employment tax costs.

I understand that:

- I cannot change or revoke any of my elections under the Plan at any time during the Plan Year unless I have a "change in status" and the election change is consistent with the "change in status", (including marriage, divorce, death of a spouse or child, birth or adoption of a child, commencement or termination of employment of a spouse, change in my or my spouse's, or my employment status from full-time to part-time or from part-time to full-time, my spouse or I taking an unpaid leave of absence, a substantial change in my family's health coverage due to a change in my spouse's employer-sponsored health coverage, or such other events as the Plan Administrator determines will permit a change or revocation of an election).
- Prior to each Plan Year I will be offered the opportunity to change my benefit election for the following Plan Year. If I do not complete and return a new election form at that time, I will be treated as having elected to continue my election to receive full cash compensation in effect for the new Plan Year.

Signature:

Printed Name:

Title:

Date:

FSA Election Form

For City of Nichols Hills
Flexible Spending Account (FSA) Plan
Plan Year July 01, 2024 through June 30, 2025

EMPLOYEE INFORMATION:

Name

Address

Email Address

SSN

ELECTION STATUS:

☐ I hereby elect to participate in the Flexible Spending Accounts

☐ I hereby elect **NOT** to participate in the Flexible Spending Accounts

FSA ACCOUNTS:

Health FSA	\$	Dependent Care FSA	\$
Limited Purpose Health FSA	\$	Adoption Assistance	\$

AUTHORIZATION & ACKNOWLEDGEMENT:

I acknowledge and agree that I cannot revoke or change this election during the Plan Year unless there is a qualifying "Change in Status" event that affects my or my dependents' eligibility under this Plan or another employer plan. The rules regarding election changes are described in more detail in the Summary Plan Description.

I also understand that if I or my spouse participates in a Health Savings Account (HSA), eligible medical expenses under the Health Care Reimbursement Account may be limited.

I acknowledge and agree that I must submit a claim and appropriate documentation (e.g. explanation of benefits, itemized bill) for out-of-pocket, Medical, Dental, Vision and/or Dependent Care expenses before I can be reimbursed. I certify that I will only submit claims for reimbursement under the Flexible Spending Accounts for eligible expenses incurred by myself or my eligible dependents, in accordance with the terms of the respective Flexible Spending Account Plan. I certify that I will not submit claims for reimbursement under the Flexible Spending Accounts for amounts that have already been reimbursed by another source nor will I seek reimbursement for such amounts from any other source.

Employee Signature

Date

Revocation of Benefit Election Form

For City of Nichols Hills
Section 125 Premium Only Plan
Plan Year **July 01, 2024** through **June 30, 2025**

Employee Name _____ Employee Number _____

Effective _____, I hereby revoke my benefit election and compensation redirection agreement under the Premium Only Plan with respect to the following benefit coverage(s):

- ☐ **Health Savings Account (HSA)**
- ☐ **Group Medical Insurance**
- ☐ **Group Dental Insurance**
- ☐ **Group Vision Insurance**
- ☐ **Critical Illness**
- ☐ **Hospital Indemnity**
- ☐ **Cancer**
- ☐ **Accidental Death and Dismemberment**
- ☐ **Voluntary Benefit(s)**
- ☐ **Intensive Care Insurance**
- ☐ **Specified Health Event**
- ☐ **Personal Sickness Indemnity**

My benefit election and compensation redirection agreement shall remain in effect as to my benefit coverages, if any, which are not checked above.

This revocation may not be effective prior to the first day of the next Plan Year unless it is made because of a change in status as defined in the Plan. In no event may the revocation be effective prior to the first pay period beginning after this form is completed and returned to the administrator of the Plan. You can revoke the Health Savings Account at any time.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NICHOLS HILLS, OKLAHOMA
APPROVING THE AMENDED AND RESTATED KEYSTONE FLEX ADMINISTRATORS
HRA PLAN

WHEREAS, the City of Nichols Hills, Oklahoma (the “City”) adopted the Keystone Flex Administrators HRA Plan (the “HRA Plan”) effective July 1, 2010.

WHEREAS, the HRA Plan provides certain employee benefits to the City’s employees who qualify under the HRA Plan.

WHEREAS, the HRA Plan has been amended and restated to be effective July 1, 2024, which plan is attached hereto as Attachment A, and the City Manager recommends approval of the amended and restated HRA Plan.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Nichols Hills, Oklahoma does hereby approve the amended and restated HRA Plan to be effective July 1, 2024.

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute the amended and restated HRA Plan and deliver it to the HRA Plan Administrator and to take such further actions as may be required related to its implementation, including instruction to the Administrator to take such actions that the Administrator deems necessary and appropriate in order to implement the amended and restated HRA Plan and to set up adequate accounting and administrative procedures for the provision of benefits under it.

BE IT FURTHER RESOLVED, that the City Manager will act as soon as possible to notify the City’s employees of the adoption of the amended and restated HRA Plan and to deliver to each employees a copy of the Summary Plan Description of the HRA Plan, which summary is included in Attachment A.

PASSED AND APPROVED by the Council of the City of Nichols Hills, Oklahoma, this __ day of _____, 2024.

Mayor

(SEAL)
ATTEST:

City Clerk

Approved as to form:

City Attorney

Attachment A to Resolution



City of Nichols Hills

City of Nichols Hills
6407 Avondale Drive
Nichols Hills, OK 73116

City of Nichols Hills HRA Plan

Plan Document

Amended and Restated July 01, 2024

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City of Nichols Hills HRA Plan

INTRODUCTION

City of Nichols Hills hereby amends and restates effective July 01, 2024, a health reimbursement arrangement, known as the City of Nichols Hills HRA Plan (the "HRA") with an original effective date of July 01, 2010, the terms of which are set forth in this document. The HRA provides for the reimbursement of expenses as described in the Appendices of this document that have been incurred by Eligible Employees, their spouses and certain eligible Dependents of such Employees.

It is intended that the HRA meet the requirements for qualification under Code Section 105 with respect to Employees, and that benefits paid Employees hereunder be excludible from their gross incomes pursuant to Code Section 105(b).

I. ARTICLE - DEFINITIONS

As used in this HRA, the following words and phrases shall have the meanings set forth herein unless a different meaning is clearly required by the context:

01. **"Plan Administrator"** means the individual(s) or committee appointed by the Employer to carry out the administration of the HRA. In the event the Administrator has not been appointed, or resigns from an appointment, the Employer shall be deemed to be the Administrator.
02. **"Code"** means the Internal Revenue Code of 1986, as amended.
03. **"Coverage Period"** means the period of the current plan year in which the individual is an eligible employee on or after his or her plan entry date.
04. **"Dependent"** means any individual who qualifies as a dependent under Code Section 152 (as modified by Code Section 105(b)). Any child of a Participant who is an "alternate recipient" under a qualified medical child support order under ERISA Section 609 shall be considered a Dependent under this Arrangement.
05. **"Effective Date"** means July 01, 2010.
06. **"Eligible Employee"** means an Employee who is eligible to participate in the Employer's group medical plan or the Employee is participating in another group health plan that does not exist solely of excepted benefits. An individual shall not be an "Eligible Employee" if such individual is not eligible for the Employer's group medical plan or the Employee does not provide certification of enrollment in another group health plan that does not exist solely of excepted benefits.
07. **"Employee"** means you are an active employee working 30 hours or more per week. The term "Employee" shall also include any person who is a Leased Employee deemed to be an Employee as provided in Code Section 414(n) or (o).
08. **"Employer"** means City of Nichols Hills, a State/Local Government or any successor which shall maintain this HRA and any predecessor which has maintained this HRA. In addition, unless the context requires otherwise, the term "Employer" shall include any Participating Employer which shall adopt this HRA.
09. **"Employer Contribution"** means the amounts contributed to the HRA by the Employer.
10. **"ERISA"** means the Employee Retirement Income Security Act of 1974, as amended from time to time.
11. **"HRA"** means the City of Nichols Hills HRA Plan as adopted by the Employer, including all amendments thereto.
12. **"Leased Employee"** means, effective with respect to Plan Years beginning on or after January 1, 1997, any person (other than an Employee of the Employer) who, pursuant to an agreement between the Employer and any other person or entity ("leasing organization"), has performed services for the Employer (or for the Employer and related persons determined in accordance with Code Section 414(n)(6)) on a substantially full time basis for a period of at least one year, and such services are performed under primary direction or control by the Employer. Contributions or benefits provided to a Leased Employee by the leasing organization which are attributable to services performed for the Employer shall be treated as provided by the Employer. Furthermore, compensation for a Leased Employee shall only include compensation from the leasing organization that is attributable to services performed for the Employer.

A Leased Employee shall not be considered an Employee of the Employer if:

1. such employee is covered by a money purchase pension plan providing:

- i. a nonintegrated employer contribution rate of at least ten percent (10%) of compensation, as defined in Code Section 415(c)(3), but including amounts contributed pursuant to a salary reduction agreement which are excludable from the employee's gross income under Code Sections 125, 402(e)(3), 402(h) or 403(b),
 - ii. immediate participation, and
 - iii. full and immediate vesting; and
- 2. leased employees do not constitute more than twenty percent (20%) of the recipient Employer's non-highly compensated workforce.
- 13. **"Participant"** means any Eligible Employee who has satisfied the requirements of the Section titled: "Eligibility" and has not for any reason become ineligible to participate further in the HRA.
- 14. **"Permissible Employee Class(es)"** means the permitted classifications for distinguishing among employees defined by law.
- 15. **"Plan Year"** means the 12-month period beginning July 01 and ending June 30.
- 16. **"Premiums"** mean the Participant's cost for any health plan coverage.
- 17. **"Qualifying Medical Expenses"** means any expenses as described in the Appendices of this document that meets the definition of "qualified medical expenses" (within the meaning of Code Section 213(d) and as allowed under Code Section 105 and the rulings and Treasury regulations thereunder) of the Participant, the Participant's spouse or a Dependent and that are not otherwise used by the Participant as a deduction in determining the Participant's tax liability under the Code or reimbursed under any other health coverage, including a health Flexible Spending Account. If the Employer provides Health Savings Accounts for Participants, Qualifying Medical Expenses reimbursed shall be limited to those allowed under Code Section 223.
- 18. **"Retired Employee"** means any person who has retired from previous employment by the Employer or such other qualification requirements as set forth by the Employer.

II. ARTICLE - PARTICIPATION

01. **Eligibility**

Any Eligible Employee as defined in the Article titled "Definitions" shall be eligible to participate hereunder on the date such Employee is enrolled in the Employer's group medical plan, or the date the Employee provides certification of enrollment in another group health plan that does not exist solely of excepted benefits.

02. **Effective Date of Participation**

An Eligible Employee who has satisfied the conditions of eligibility pursuant to the Section titled "Eligibility" shall become a Participant effective on the date such Employee is enrolled in the Employer's group medical plan.

03. **Termination of Participation**

Retired Employees and other terminated Employees may not continue to participate in the HRA, and any unused amounts shall be forfeited. In the case of the death of the Participant, any remaining balances may only be paid out as reimbursements for Qualifying Medical Expenses as stated in the Section titled: "Health Reimbursement Arrangement Claims" under the Article titled: "Benefits" and shall not constitute a death benefit to the Participant's estate and/or the Participant's beneficiaries. A Participant shall be permitted at least annually to opt out of the HRA and waive future reimbursements from the HRA. This Section shall be applied and administered consistent with any rights a Participant and the Participant's Dependents may be entitled to pursuant to Code Section 4980B or the Section of the HRA titled: "Continuation of Coverage".

III. ARTICLE - BENEFITS

01. **Establishment of HRA**

- a. The HRA is intended to qualify as a Health Reimbursement Arrangement under Code Section 105 and shall be interpreted in a manner consistent with such Code Section and the Treasury regulations thereunder.
- b. Participants in this Health Reimbursement Arrangement may submit claims for the reimbursement of Qualifying Medical Expenses as defined under the HRA.
- c. The Employer shall make available to Participant an Employer Contribution in the amounts listed in the Appendices of this document.

The amounts provided to the HRA by The Employer will be made available on the first day of the plan year.

- d. This HRA shall not be coordinated or otherwise connected to the Employer's cafeteria plan (as defined in Code Section 125), except as permitted by the Code and the Treasury regulations thereunder in order for this HRA to be maintained as a Health Reimbursement Arrangement. No salary reduction contributions may be made to this Health Reimbursement Arrangement.
- e. If the Employer maintains Health Savings Accounts for Participants, this Arrangement shall be operated in accordance with the restrictions under Code Section 223.

02. **Nondiscrimination Requirements**

- a. It is the intent of this Health Reimbursement Arrangement to not discriminate in violation of the Code and the Treasury regulations thereunder.
- b. If the Administrator deems it necessary in order to avoid discrimination under this Health Reimbursement Arrangement, it may, but shall not be required to reduce benefits provided to "highly compensated individuals" (as defined in Code Section 105(h)) in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner.

03. **Health Reimbursement Arrangement Claims**

- a. The Participant will submit all claims to the Claims Administrator for processing. The Claims Processor will process claims according to the Employer's HRA plan design then send a check or direct deposit, if Participant enrolls in direct deposit, for the amount that is eligible for reimbursement through this HRA. The Participant is responsible to pay the Provider for billed amounts not covered by this HRA.
- b. Claims of Qualifying Medical Expenses incurred in any Coverage Period shall be paid as soon after a claim has been received as administratively practicable. If any claim is not submitted within 90 days immediately following the end of the Coverage Period (that is, by 09/28), those Medical Expense claims shall not be eligible for reimbursement by the Administrator.
- c. Payments under this HRA shall be made directly to the Participant or his or her surviving Dependent(s) as set forth herein.
- d. If the maximum amount available for reimbursement for a Coverage Period is not utilized in its entirety, refer to Appendix A for information on how these funds will be handled.
- e. Reimbursement requests for Terminated Employees must be received within 30 days following the end of the month of termination, or remaining funds will be forfeited.

04. **Recovery of Excess or Mistaken Payments**

If any reimbursement or other payment made under this HRA Plan is subsequently found to have been excessive or made in error, the Plan shall notify the Participant and be entitled to recover the amount of such mistaken payments in accordance with the procedures set forth in this subsection. The Administrator and the Employer shall pursue recovery of mistaken payments utilizing one or more of the following correction methods: (a) Require the Participant or other person receiving the mistaken payment to reimburse the Plan for the amount of the mistaken payment; (b) If the HRA Administrator and the Employer are unable to obtain repayment per (a) above, deny the Participant reimbursement of subsequently submitted claims incurred during the same Plan Year until the amount of the mistaken payment is fully recovered by the Plan; or (c) Take such other action that the HRA Administrator and Employer reasonably deem necessary to ensure recovery of mistaken payments and that such mistaken payments do not recur. If none of the above correction methods are successful in recovering a mistaken payment, the Employer, consistent with its

business practice, may treat the amount owed by the Employee as it would any other business debt. To the extent the Employer forgives the debt after requesting payment consistent with collection procedures for other business debt, the Employer shall report the amount of the mistaken payment to the Employee and IRS as taxable wages. Any of the above correction methods shall be pursued only in accordance with and to the extent permitted by applicable law.

IV. ARTICLE - ERISA PROVISIONS

01. Claim for Benefits

Any claim for Benefits shall be made to the Administrator. The following time frames for claims and the rules below apply:

Notification of whether claim is accepted or denied	30 days
Extension due to matters beyond the control of the Plan	15 days

Insufficient information on the claim:

Notification of	15 days
Response by Participant	45 days
Review of claim denial	60 days

The Administrator will provide written or electronic notification of all claim denials. The notice will state:

1. Information sufficient to identify the claim involved, including the date of service, the health care provider, the claim amount (if applicable), the diagnosis code and its corresponding meaning, and the treatment code and its corresponding meaning.
2. The specific reason or reasons for the adverse determination.
3. Reference to the specific HRA provisions on which the determination is based.
4. A description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary.
5. A description of the HRA's internal review procedures and time limits applicable to such procedures, available external review procedures , as well as the claimant's right to bring a civil action under Section 502 of ERISA following a final appeal decision .
6. That upon request and free of charge, the following will be provided: a copy of any internal rule, guideline, protocol or other similar criterion that was relied upon in making the adverse determination regarding the claim, and an explanation of the scientific or clinical judgment for a determination that is based on a medical necessity, experimental treatment or other similar exclusion or limit.
7. In the case of a claim involving urgent care, a description of the expedited review process applicable to such claim.
8. The availability of and contact information for an applicable office of health insurance consumer assistance or ombudsman established under PHS Act Section 2793.

When the Participant receives a notice of a decision of denial, the Participant shall have 180 days following receipt of the notification within which to appeal the decision. The Participant may submit written comments, documents, records, and other information relating to the Claim. If the Participant requests, the Participant shall be provided, free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claim.

The period of time within which a denial on review is required to be made will begin at the time an appeal is filed in accordance with the procedures of the HRA. This timing is without regard to whether all the necessary information accompanies the filing.

A document, record, or other information shall be considered relevant to a Claim if it:

1. was relied upon in making the claim determination;
2. was submitted, considered, or generated in the course of making the claim determination, without regard to whether it was relied upon in making the claim determination;
3. demonstrated compliance with the administrative processes and safeguards designed to ensure and to verify that claim determinations are made in accordance with HRA documents and that HRA provisions have been applied consistently with respect to all claimants; or
4. constituted a statement of policy or guidance with respect to the HRA concerning the denied claim.

The review will take into account all comments, documents, records, and other information

submitted by the claimant relating to the Claim, without regard to whether such information was submitted or considered in the initial claim determination. The review will not afford deference to the initial denial and will be conducted by a fiduciary of the HRA who is neither the individual who made the adverse determination nor a subordinate of that individual.

After receiving notice of an adverse benefit determination or a final internal adverse benefit determination, a claimant may file with the HRA a request for an external review. A claimant may request from the Administrator additional information describing the HRA's external review procedure.

02. **Named Fiduciary**

The "named Fiduciaries" of this HRA are (1) the Employer and (2) the Administrator. The named Fiduciaries shall have only those specific powers, duties, responsibilities, and obligations as are specifically given them under the HRA including, but not limited to, any agreement allocating or delegating their responsibilities, the terms of which are incorporated herein by reference. In general, the Employer shall have the sole responsibility for providing benefits under the HRA; and shall have the sole authority to appoint and remove the Administrator; and to amend or terminate, in whole or in part, the HRA. The Administrator shall have the sole responsibility for the administration of the HRA, which responsibility is specifically described in the HRA. Furthermore, each named Fiduciary may rely upon any such direction, information or action of another named Fiduciary as being proper under the HRA, and is not required under the HRA to inquire into the propriety of any such direction, information or action. It is intended under the HRA that each named Fiduciary shall be responsible for the proper exercise of its own powers, duties, responsibilities and obligations under the HRA. Any person or group may serve in more than one Fiduciary capacity.

03. **General Fiduciary Responsibilities**

The Administrator and any other fiduciary under ERISA shall discharge their duties with respect to this HRA solely in the interest of the Participants and their beneficiaries and

- a. for the exclusive purpose of providing Benefits to Participants and their beneficiaries and defraying reasonable expenses of administering the HRA;
- b. with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims; and
- c. in accordance with ERISA and the documents and instruments governing the HRA, insofar as such documents and instruments are consistent with ERISA.

04. **Nonassignability of Rights**

The right of any Participant to receive any reimbursement under the HRA shall not be alienable by the Participant by assignment or any other method, and shall not be subject to the rights of creditors, and any attempt to cause such right to be so subjected shall not be recognized, except to such extent as may be required by law.

V. ARTICLE - ADMINISTRATION

01. HRA Administration

The operation of the HRA shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the HRA is carried out in accordance with its terms, and for the exclusive benefit of Eligible Employees entitled to participate in the HRA. The Administrator shall have full power to administer the HRA in all of its details, subject, however, to the pertinent provisions of ERISA and the Code. The Administrator's powers shall include, but shall not be limited to the following authority, in addition to all other powers provided by this HRA:

- a. To make and enforce such rules and regulations as the Administrator deems necessary or proper for the efficient administration of the HRA;
- b. To interpret the HRA, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits under the HRA;
- c. To decide all questions concerning the HRA and the eligibility of any person to participate in the HRA and to receive benefits provided under the HRA;
- d. To limit benefits for certain highly compensated individuals if it deems such to be desirable in order to avoid discrimination under the HRA in violation of the applicable provisions of the Code;
- e. To approve reimbursement requests and to authorize the payment of benefits;
- f. To appoint such agents, counsel, accountants, consultants, and actuaries as may be required to assist in administering the HRA; and
- g. To establish and communicate procedures to determine whether a medical child support order is qualified under ERISA Section 609.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the HRA shall continue to comply with the terms of Code Section 105(h) and the Treasury regulations thereunder.

02. Examination of Records

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer, for examination at reasonable times during normal business hours, such records as pertain to that person's interest under the HRA.

03. Indemnification of Administrator

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the HRA, if such act or omission is or was in good faith.

VI. ARTICLE - AMENDMENT OR TERMINATION OF HRA

01. Amendment

The Employer, at any time or from time to time, may amend any or all of the provisions of the HRA without the consent of any Employee or Participant.

02. Termination

The Employer is establishing this HRA with the intent that it will be maintained for an indefinite period of time. Notwithstanding the foregoing, the Employer reserves the right to terminate the HRA, in whole or in part, at any time. In the event the HRA is terminated, no further reimbursements shall be made.

VII. ARTICLE - MISCELLANEOUS

01. **Adoption by Other Employers**

Notwithstanding anything herein to the contrary, and with the consent of the Employer, any other corporation or entity, whether an affiliate or subsidiary or not, may adopt this HRA and all of the provisions hereof, and participate herein and be known as a "Participating Employer", by a properly executed document evidencing said intent and will of such Participating Employer.

02. **HRA Interpretation**

All provisions of this HRA shall be interpreted and applied in a uniform, nondiscriminatory manner. This HRA shall be read in its entirety and not severed except as provided in the Section titled: "Severability".

03. **Gender and Number**

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

04. **Written Document**

This HRA, in conjunction with any separate written document which may be required by law, is intended to satisfy the written HRA requirement of Code Section 105 and any Treasury regulations thereunder.

05. **Exclusive Benefit**

This HRA shall be maintained for the exclusive benefit of the Employees who participate in the HRA.

06. **Not Employment Contract**

This HRA shall not be deemed to constitute an employment contract between the Employer and any Participant or Employee, or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this HRA shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this HRA.

07. **Action by the Employer**

Whenever the Employer under the terms of the HRA is permitted or required to do or perform any act or matter or thing, it shall be done and performed by an authorized representative of the Employer.

08. **No Guarantee of Tax Consequences**

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the HRA will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the HRA is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. Notwithstanding the foregoing, the rights of Participants under this HRA shall be legally enforceable.

09. **Indemnification of Employer by Participants**

If any Participant receives one or more payments or reimbursements under the HRA that are not for a permitted Medical Expense such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax (plus any penalties) that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

10. **Funding**

Unless otherwise required by law, amounts made available by the Employer need not be placed in

trust, but may instead be considered general assets of the Employer. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the HRA may be made.

11. **Governing Law**

This HRA and Trust shall be construed and enforced according to the Code , ERISA, and the laws of the state of Oklahoma, other than its laws respecting choice of law , to the extent not pre-empted by ERISA .

12. **Severability**

If any provision of the HRA is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the HRA, and the HRA shall be construed and enforced as if such provision had not been included herein.

13. **Headings**

The headings and subheadings of this HRA have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

14. **Continuation of Coverage**

Notwithstanding anything in the HRA to the contrary, in the event any benefit under this HRA subject to the continuation coverage requirement of Code Section 4980B becomes unavailable, each qualified beneficiary (as defined in Code Section 4980B) will be entitled to continuation coverage as prescribed in Code Section 4980B.

15. **Health Insurance Portability and Accountability Act**

Notwithstanding anything in this HRA to the contrary, this HRA shall be operated in accordance with HIPAA and the regulations thereunder.

16. **Uniformed Services Employment and Reemployment Rights Act**

Notwithstanding any provision of this HRA to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with USERRA and the regulations thereunder.

17. **HIPAA Privacy Standards**

- a. If this HRA is subject to the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards"), then this Section shall apply.
- b. The HRA shall not disclose Protected Health Information to any member of Employer's workforce unless each of the conditions set out in this Section is met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including information about treatment or payment for treatment.
- c. Protected Health Information disclosed to members of Employer's workforce shall be used or disclosed by them only for purposes of HRA administrative functions. The HRA's administrative functions shall include all HRA payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken to determine or fulfill HRA responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care.
- d. The HRA shall disclose Protected Health Information only to members of the Employer's workforce who are authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the HRA. "Members of the Employer's workforce" shall refer to all Employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.
 1. An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the HRA.
 2. In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards,

the incident shall be reported to the HRA's privacy officer. The privacy officer, or the Employer, shall take appropriate action, including:

- i. investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;
 - ii. appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;
 - iii. mitigation of any harm caused by the breach, to the extent practicable; and
 - iv. documentation of the incident and all actions taken to resolve the issue and mitigate any damages.
- e. The Employer must provide certification to the HRA that it agrees to:
1. Not use or further disclose Protected Health Information other than as permitted or required by the HRA documents or as required by law;
 2. Ensure that any agent or subcontractor to whom it provides Protected Health Information received from the HRA, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;
 3. Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or Employee benefit plan of the Employer;
 4. Report to the HRA any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;
 5. Make available Protected Health Information to individual HRA members in accordance with Section 164.524 of the Privacy Standards;
 6. Make available Protected Health Information for amendment by individual HRA members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;
 7. Make available the Protected Health Information required to provide an accounting of disclosures to individual HRA members in accordance with Section 164.528 of the Privacy Standards;
 8. Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the HRA available to the Department of Health and Human Services for purposes of determining compliance by the HRA with the Privacy Standards;
 9. If feasible, return or destroy all Protected Health Information received from the HRA that the Employer still maintains in any form, and retain no copies of such information, when no longer needed for the purpose for which disclosure was made, or, if and only if such return or destruction is not feasible, limit further uses and disclosures to those permitted purposes that make the return or destruction of the information infeasible; and
 10. Ensure adequate separation between the HRA and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above.

18. HIPAA Electronic Security Standards

If this HRA is subject to the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards"), then this Section shall apply as follows:

- a. The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the HRA. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.
- b. The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and

appropriate security measures to protect the Electronic Protected Health Information.

- c. The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in the Section titled: "HIPAA Privacy Standards".
- d. The HRA shall not disclose Protected Health Information to any member of Employer's workforce unless each of the conditions set out in this Section is met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including information about treatment or payment for treatment.
- e. Protected Health Information disclosed to members of Employer's workforce shall be used or disclosed by them only for purposes of HRA administrative functions. The HRA's administrative functions shall include all HRA payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken to determine or fulfill HRA responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care.
- f. The HRA shall disclose Protected Health Information only to members of the Employer's workforce, who are authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the HRA. "Members of the Employer's workforce" shall refer to all Employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.
 - 1. An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the HRA.
 - 2. In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the HRA's privacy officer. The privacy officer, or the Employer, shall take appropriate action, including:
 - i. investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;
 - ii. appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;
 - iii. mitigation of any harm caused by the breach, to the extent practicable; and
 - iv. documentation of the incident and all actions taken to resolve the issue and mitigate any damages.
- g. The Employer must provide certification to the HRA that it agrees to:
 - 1. Not use or further disclose Personal Health Information other than as permitted or required by the HRA documents or as required by law;
 - 2. Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the HRA, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;
 - 3. Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or Employee benefit plan of the Employer;
 - 4. Report to the HRA any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;
 - 5. Make available Protected Health Information to individual HRA members in accordance with Section 164.524 of the Privacy Standards;
 - 6. Make available Protected Health Information for amendment by individual HRA members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;
 - 7. Make available the Protected Health Information required to provide an accounting of

disclosures to individual HRA members in accordance with Section 164.528 of the Privacy Standards;

8. Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the HRA available to the Department of Health and Human Services for purposes of determining compliance by the HRA with the Privacy Standards;
9. If feasible, return or destroy all Protected Health Information received from the HRA that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, or, if and only if such return or destruction is not feasible, limit further uses and disclosures to those permitted purposes that make the return or destruction of the information infeasible; and
10. Ensure the adequate separation between the HRA and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above.

Appendix A - HRA Plan Benefit

The Kempton Group

Employee Class

- All Classes

Qualified benefits

- Deductible - In-Network Only

Plan Coverage

- Medical

Reimbursement Schedule

- First, the Employee will pay \$350.00 of qualifying expenses.
- Last, the HRA will pay \$650.00 of qualifying expenses up to a max benefit limit of \$2,600.00.

In Network Deductible

- \$1,000.00

Unused HRA Funds

- Unused benefits at the end of the coverage period shall be forfeited.

Execution Agreement

IN WITNESS WHEREOF, City of Nichols Hills has caused its authorized officer to execute this amended and restated Plan document as of _____, the same to be effective **July 01, 2024**, unless otherwise indicated herein.

Company: City of Nichols Hills

Signature:

Printed
Name:

Title:

Date:

CERTIFICATE OF RESOLUTION

The undersigned authorized representative of **City of Nichols Hills** (the Employer) hereby certifies that the following resolutions were duly adopted by the governing body of the Employer on _____, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of amended and restated Welfare Benefit Plan, effective July 01, 2024, presented to this meeting (and a copy of which is attached hereto) is hereby approved and adopted, and that the proper agents of the Employer are hereby authorized and directed to execute and deliver to the Administrator of said Plan one or more counterparts of the Plan.

RESOLVED, that the Administrator shall be instructed to take such actions that the Administrator deems necessary and proper in order to implement the Plan, and to set up adequate accounting and administrative procedures for the provision of benefits under the Plan.

RESOLVED, that the proper agents of the Employer shall act as soon as possible to notify the employees of the Employer of the adoption of the Plan and to deliver to each employee a copy of the Summary Plan Description of the Plan, which Summary Plan Description is attached hereto and is hereby approved.

The undersigned further certifies that attached hereto as Exhibits, are true copies of City of Nichols Hills 's Benefit Plan Document and Summary Plan Description approved and adopted at this meeting.

Company: City of Nichols Hills

Signature:

Printed
Name:

Title:

Date:



City of Nichols Hills

City of Nichols Hills
6407 Avondale Drive
Nichols Hills, OK 73116

City of Nichols Hills HRA Plan

Summary Plan Description

Amended and Restated July 01, 2024

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INTRODUCTION

This is the Summary Plan Description (the "SPD") for the City of Nichols Hills HRA Plan, a Health Reimbursement Arrangement (the "HRA"). This SPD summarizes your rights and obligations as a participant (or beneficiary) in the HRA.

Read this SPD carefully so that you understand the provisions of our HRA and the benefits you will receive. You should direct any questions you have to the Plan Administrator. There is a plan document on file, which you may review if you desire. In the event there is a conflict between this SPD and the plan document, the plan document will control.

I. ELIGIBILITY

01. **What Are the Eligibility Requirements for this HRA?**

You will be automatically enrolled in the HRA when you enroll in the Employer's group medical plan or are covered under another group health plan that does not exist solely of excepted benefits, unless you have opted out of the HRA.

02. **When is My Entry Date?**

An Eligible Employee who has satisfied the conditions of eligibility pursuant to the Section titled "Eligibility" shall become a Participant effective on the date such Employee is enrolled in the Employer's group medical plan.

03. **Are There Any Employees Who Are Not Eligible?**

Yes, employees who are not eligible to receive medical benefits under the group medical plan, or who are not enrolled in another group health plan that does not exist solely of excepted benefits, are not eligible to join the HRA.

II. BENEFITS

01. **What Benefits Are Available?**

The HRA allows for reimbursement for expenses as described in the Appendices of this document. The expenses that qualify are those permitted by Section 213(d) of the Internal Revenue Code.

The amounts provided to the HRA by your employer will be made available on the first day of the plan year.

Expenses are considered "incurred" when the service is performed, not necessarily when it is paid for. Any amounts reimbursed under the HRA may not be claimed as a deduction on your personal income tax return or reimbursed by other health plan coverage.

If the maximum amount available for reimbursement for a Coverage Period is not utilized in its entirety, refer to Appendix A for information on how these funds will be handled.

02. **What is the "Plan Year"?**

The "Plan Year" begins July 01 and ends June 30.

03. **What is the "Coverage Period"?**

The period of the current "Coverage Period" in which the individual is an eligible employee on or after his or her plan entry date.

04. **How are payments made from the HRA?**

You may submit requests for reimbursement of expenses you have incurred during the course of a Coverage Period in accordance with the instructions of the Plan Administrator. The Plan Administrator will provide you with further details. However, you must make your requests for reimbursements no later than 90 days after the end of the Coverage Period (that is, no later than 09/28). In addition, you must submit to the Plan Administrator, in accordance with the instructions of the Plan Administrator, proof of the expenses you have incurred and that they have not been paid by any other health plan coverage. If the request qualifies as a benefit or expense that the HRA has agreed to pay, you will receive a reimbursement payment soon thereafter.

Payments under this HRA shall be made directly to the Participant. Remember, reimbursements made from the HRA are generally not subject to federal income tax or withholding. Nor are they subject to Social Security taxes.

05. **What Happens If I Terminate Employment?**

If your employment is terminated during the Plan Year for any reason, your participation in the HRA will cease on the date of your termination, and you will not be eligible to be reimbursed for any expenses incurred past that date. You must submit claims for any expenses incurred prior to your termination of employment within 30 days after the end of the month you were terminated. Any unused amounts will be forfeited.

06. **Family and Medical Leave Act (FMLA)**

If you take leave under the Family and Medical Leave Act, you may revoke or change your existing elections for health insurance. If your coverage under these benefits terminates, due to your revocation of the benefits or non-payment of contributions while on leave, you will be permitted to reinstate coverage for the remaining part of the Plan Year upon your return.

07. **Uniformed Services Employment and Reemployment Rights Act (USERRA)**

If you are going into or returning from military service, the Uniformed Services Employment and Reemployment Rights Act of 1994 may give you special rights to health care coverage under the HRA. These rights can include extended health care coverage. USERRA continuation coverage is concurrent with COBRA continuation coverage. If you may be affected by this law, ask your Plan Administrator for further details.

08. **Newborn and Mothers Health Protection Act**

Group health plans generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the HRA or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

09. **Qualified Medical Child Support Order**

A medical child support order is a judgment, decree or order (including approval of a property settlement) made under state law that provides for child support or health coverage for the child of a participant. The child becomes an "alternate recipient" and can receive benefits under the health plans of the Employer, if the order is determined to be "qualified." You may obtain, without charge, a copy of the procedures governing the determination of qualified medical child support orders from the Plan Administrator.

III. GENERAL INFORMATION ABOUT OUR HRA

This Section contains certain general information, which you may need to know about the HRA.

01. **General HRA Information**

"City of Nichols Hills HRA Plan" is the name of the Plan.

Your Employer has assigned Plan Number 502 to your Plan.

This HRA is integrated with a group health plan entitled the "The Kempton Group", which has been assigned policy number 100014.

The company amends and restates this Plan as of July 01, 2024 with an original effective date of July 01, 2010.

Your Plan's records are maintained on the basis of a period of time known as the "Plan Year." The Plan Year begins on July 01 and ends June 30 (the "Plan Year").

02. **Employer Information**

Your Employer's name, address, and identification number are:

City of Nichols Hills
6407 Avondale Drive
Nichols Hills, OK 73116
EIN: 73-6005346

03. **Plan Administrator Information**

The name and address of your Plan Administrator are:

City of Nichols Hills
6407 Avondale Drive
Nichols Hills, OK 73116

The Plan Administrator will also answer any questions you may have about our HRA. The Plan Administrator has the exclusive right to interpret the appropriate HRA provisions. Decisions of the Plan Administrator are conclusive and binding. You may contact the Plan Administrator for any further information about the HRA.

04. **Agent for Service of Legal Process**

Should it ever be necessary, you or your personal representative may serve legal process on the agent for service of legal process for the HRA. The HRA Agent of Service is:

City of Nichols Hills
6407 Avondale Drive
Nichols Hills, OK 73116

Legal process may also be served on the Plan Administrator.

05. **Type of Administration**

The HRA is a health reimbursement arrangement. The HRA is not funded or insured. Benefits are paid from the general assets of the Employer.

06. **Claims Administrator Information**

The name and address of your Claims Administrator are:

Keystone Flex Administrators
2932 NW 122nd , Suite 1
Oklahoma City, OK 73120

The Claims Administrator keeps the claims records for the HRA and is responsible for the claims administration of the HRA. The Claims Administrator will also answer any claims-related questions you may have about the HRA.

IV. ADDITIONAL HRA INFORMATION

01. **Your Rights Under ERISA**

HRA Participants, eligible employees and all other employees of the Employer may be entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA) and the Internal Revenue Code. These laws provide that Participants, eligible employees and all other employees are entitled to:

- a. Examine, without charge, at the Plan Administrator's office, all HRA documents, including insurance contracts, collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the HRA with the U.S. Department of Labor (also, available at the Public Disclosure Room of the Employee Benefits Security Administration).
- b. Obtain copies of all HRA documents and other HRA information upon written request to the Plan Administrator. The Plan Administrator may charge a reasonable fee for the copies.
- c. Continue health care coverage for a HRA Participant, Spouse, or other dependents if there is a loss of coverage under the HRA as a result of a qualifying event. Employees and dependents may have to pay for such coverage.
- d. Review this Summary Plan Description and the documents governing the HRA on the rules governing COBRA continuation coverage rights.

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time frames.

If you have a claim for benefits, which is denied or ignored, in whole or in part, you may file suit in a state or Federal court; provided, such suit may be filed only after the plan's review procedures described herein have been exhausted and only if filed within 90 days after the final decision on review is provided, or, if a later date is specified in a booklet, certificate or other documentation for a particular Welfare Program, only if filed by such later date.

Under ERISA there are steps you can take to enforce the above rights. For instance, if you request materials from the HRA and do not receive them within thirty (30) days, you may file suit in a Federal court. In such a case, the court may request the Plan Administrator to provide the materials and pay you up to \$112 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits, which is denied or ignored, in whole or in part, you may file suit in a state or Federal court.

In addition, if a HRA Participant disagrees with the HRA's decision or lack thereof concerning the qualified status of a medical child support order, he or she may file suit in federal court.

In addition to creating rights for HRA Participants, ERISA imposes obligations upon the individuals who are responsible for the operation of the HRA. The individuals who operate the HRA, called "fiduciaries" of the HRA, have a duty to do so prudently and in the interests of the HRA Participants and their beneficiaries. No one, including the Employer or any other person, may fire a HRA Participant or otherwise discriminate against a HRA Participant in any way to prevent the HRA Participant from obtaining benefits under the HRA or from exercising his or her rights under ERISA.

If it should happen that HRA fiduciaries misuse the HRA's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees; for example, if it finds your claim is frivolous.

If you have any questions about the HRA, you should contact the Plan Administrator. If you have any questions about your rights under ERISA or the Health Insurance Portability and Accountability Act (HIPAA), or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in the telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

02. **How claims are submitted**

When you have a Claim to submit for payment, you must:

1. File the claim in accordance with the instructions of the Plan Administrator.
2. Submit copies of all supporting receipts and/or Explanation of Benefits (EOB) from your insurance carrier for which you are requesting reimbursement.

A Claim is defined as any request for a HRA benefit, made by a claimant or by a representative of a claimant that complies with the HRA's reasonable procedure for making benefit Claims. The times listed are maximum times only. A period of time begins at the time the Claim is filed. Unless otherwise specified, decisions will be made within a reasonable period of time appropriate to the circumstances. "Days" means calendar days.

Notification of whether claim is accepted or denied	30 days
Extension due to matters beyond the control of the Plan	15 days

Insufficient information on the claim:

Notification of	15 days
Response by Participant	45 days
Review of claim denial	60 days

The Claims Administrator will provide written or electronic notification of any Claim denial. The notice will state:

1. Information sufficient to identify the claim involved, including the date of service, the health care provider, the claim amount (if applicable), the diagnosis code and its corresponding meaning, and the treatment code and its corresponding meaning.
2. The specific reason or reasons for the adverse determination.
3. Reference to the specific HRA or Welfare Program provisions on which the determination is based.
4. A description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary.
5. A description of the HRA's internal review procedures and time limits applicable to such procedures, available external review procedures, as well as the claimant's right to bring a civil action under Section 502 of ERISA following a final appeal.
6. Upon request and free of charge, a copy of any internal rule, guideline, protocol or other similar criterion that was relied upon in making the adverse determination regarding the claim, and an explanation of the scientific or clinical judgment for a determination that is based on a medical necessity, experimental treatment or other similar exclusion or limit.
7. In the case of a claim involving urgent care, a description of the expedited review process applicable to such claim.
8. The availability of and contact information for an applicable office of health insurance consumer assistance or ombudsman established under PHS Act Section 2793.

When you receive a denial, you will have 180 days following receipt of the notification in which to appeal the decision to the Claims Administrator. You may submit written comments, documents, records, and other information relating to the Claim. If you request, you will be provided, free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claim.

The period of time within which a denial on review is required to be made will begin at the time an appeal is filed in accordance with the procedures of the HRA. This timing is without regard to whether all the necessary information accompanies the filing.

A document, record, or other information shall be considered relevant to a Claim if it:

1. was relied upon in making the Claim determination;
2. was submitted, considered, or generated in the course of making the Claim determination, without regard to whether it was relied upon in making the Claim determination;
3. demonstrated compliance with the administrative processes and safeguards designed to ensure and to verify that Claim determinations are made in accordance with HRA documents and HRA provisions have been applied consistently with respect to all claimants;
4. or constituted a statement of policy or guidance with respect to the HRA concerning the denied Claim.

The review will take into account all comments, documents, records, and other information submitted by the claimant relating to the Claim, without regard to whether such information was submitted or considered in the initial Claim determination. The review will not afford deference to the initial denial and will be conducted by a fiduciary of the HRA who is neither the individual who made the adverse determination nor a subordinate of that individual.

After receiving notice of an adverse benefit determination or a final internal adverse benefit determination, a claimant may file with the HRA a request for an external review. A claimant may request from the Plan Administrator additional information describing the HRA's external review procedure.

V. CONTINUATION COVERAGE RIGHTS UNDER COBRA

Under federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), certain employees and their families covered under this HRA will be entitled to the opportunity to elect a temporary extension of health coverage (called "COBRA continuation coverage") where coverage under the HRA would otherwise end. This notice is intended to inform Participants and beneficiaries, in summary fashion, of their rights and obligations under the continuation coverage provisions of COBRA, as amended and reflected in final and proposed regulations published by the Department of the Treasury. This notice is intended to reflect the law and does not grant or take away any rights under the law.

The Plan Administrator or its designee is responsible for administering COBRA continuation coverage. Complete instructions on COBRA, as well as election forms and other information, will be provided by the Plan Administrator or its designee to Participants who become Qualified Beneficiaries under COBRA. The HRA itself can provide group health benefits and may also be used to provide health benefits through insurance.

01. **What is COBRA Continuation Coverage?**

COBRA continuation coverage is the temporary extension of group health plan coverage that must be offered to certain Participants and their eligible family members (called "Qualified Beneficiaries") at group rates. The right to COBRA continuation coverage is triggered by the occurrence of a life event that results in the loss of coverage under the terms of the Arrangement (the "Qualifying Event"). The coverage must be identical to the coverage that the Qualified Beneficiary had immediately before the Qualifying Event, or if the coverage has been changed, the coverage must be identical to the coverage provided to similarly situated active employees who have not experienced a Qualifying Event (in other words, similarly situated non-COBRA beneficiaries). When you become eligible for COBRA, you may also become eligible for other coverage options that may cost less than COBRA continuation coverage.

02. **Are there other coverage options?**

You may have other options available to you when you lose group health coverage. For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace, which coverage began effective January 1, 2014. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. You may be eligible for Medicaid. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a Spouse's plan), even if that plan generally doesn't accept late enrollees. For more information about health insurance options available through the Health Insurance Marketplace, and to locate an assister in your area who you can talk to about the different options, visit www.HealthCare.gov.

03. **Who Can Become a Qualified Beneficiary?**

In general, a Qualified Beneficiary can be:

1. Any individual who, on the day before a Qualifying Event, is covered under the HRA by virtue of being on that day either a covered Employee, the Spouse of a covered Employee, or a Dependent child of a covered Employee. If, however, an individual who otherwise qualifies as a Qualified Beneficiary is denied or not offered coverage under the HRA under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.
2. Any child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, and any individual who is covered by the HRA as an alternate recipient under a qualified medical support order. If, however, an individual who otherwise qualifies as a Qualified Beneficiary is denied or not offered coverage under the HRA under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.

The term "covered Employee" includes any individual who is provided coverage under the HRA due to his or her performance of services for the employer sponsoring the HRA. However, this provision does not establish eligibility of these individuals. Eligibility for HRA coverage shall be determined in accordance with HRA Eligibility provisions.

An individual is not a Qualified Beneficiary if the individual's status as a covered Employee is attributable to a period in which the individual was a nonresident alien who received from the individual's Employer no earned income that constituted income from sources within the United States. If, on account of the preceding reason, an individual is not a Qualified Beneficiary, then a Spouse or Dependent child of the individual will also not be considered a Qualified Beneficiary by

virtue of the relationship to the individual. A domestic partner is not a Qualified Beneficiary.

Each Qualified Beneficiary (including a child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage) must be offered the opportunity to make an independent election to receive COBRA continuation coverage.

04. **What is a Qualifying Event?**

A Qualifying Event is any of the following if the Arrangement provided that the participant would lose coverage (i.e., cease to be covered under the same terms and conditions as in effect immediately before the Qualifying Event) in the absence of COBRA continuation coverage:

1. The death of a covered Employee.
2. The termination (other than by reason of the Employee's gross misconduct), or reduction of hours, of a covered Employee's employment.
3. The divorce or legal separation of a covered Employee from the Employee's Spouse. If the Employee reduces or eliminates the Employee's Spouse's HRA coverage in anticipation of a divorce or legal separation, and a divorce or legal separation later occurs, then the divorce or legal separation may be considered a Qualifying Event even though the Spouse's coverage was reduced or eliminated before the divorce or legal separation.
4. A covered Employee's enrollment in any part of the Medicare program.
5. A Dependent child's ceasing to satisfy the HRA's requirements for a Dependent child (for example, attainment of the maximum age for dependency under the Arrangement).

If the Qualifying Event causes the covered Employee, or the covered Spouse or a Dependent child of the covered Employee, to cease to be covered under the HRA under the same terms and conditions as in effect immediately before the Qualifying Event (or in the case of the bankruptcy of the Employer, any substantial elimination of coverage under the HRA occurring within 12 months before or after the date the bankruptcy proceeding commences), the persons losing such coverage become Qualified Beneficiaries under COBRA if all the other conditions of COBRA are also met. For example, any increase in contribution that must be paid by a covered Employee, or the Spouse, or a Dependent child of the covered Employee, for coverage under the HRA that results from the occurrence of one of the events listed above is a loss of coverage.

The taking of leave under the Family and Medical Leave Act of 1993 ("FMLA") does not constitute a Qualifying Event. A Qualifying Event will occur, however, if an Employee does not return to employment at the end of the FMLA leave and all other COBRA continuation coverage conditions are present. If a Qualifying Event occurs, it occurs on the last day of FMLA leave and the applicable maximum coverage period is measured from this date (unless coverage is lost at a later date and the HRA provides for the extension of the required periods, in which case the maximum coverage date is measured from the date when the coverage is lost.) Note that the covered Employee and family members will be entitled to COBRA continuation coverage even if they failed to pay the employee portion of premiums for coverage under the HRA during the FMLA leave.

05. **What Factors Should Be Considered When Determining to Elect COBRA Continuation Coverage?**

Enrolling in another Group Health Plan. You should take into account that you have special enrollment rights under federal law (HIPAA). You have the right to request special enrollment in another group health plan for which you are otherwise eligible (such as a plan sponsored by your Spouse's employer) within 30 days after HRA coverage ends due to a Qualifying Event listed above. You will also have the same special right at the end of COBRA continuation coverage if you get COBRA continuation coverage for the maximum time available to you.

COBRA vs. Marketplace. Other factors to consider when weighing your coverage options include: premium costs, whether a change in coverage will affect your access to certain providers, service areas or drug formularies and whether the coverage change will affect your cost sharing (i.e., new deductibles, etc.). See the discussion above under "Are there other coverage options?" for more information on your options for Marketplace coverage.

06. **Election for Obtaining COBRA Continuation Coverage?**

The HRA has conditioned the availability of COBRA continuation coverage upon the timely election of such coverage. An election is timely if it is made during the election period.

07. **What is the Election Period and How Long Does It Last?**

The election period is the time period within which the Qualified Beneficiary must elect COBRA continuation coverage under the HRA. The election period must begin not later than the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event and must not end before the date that is 60 days after the later of the date the Qualified Beneficiary would lose

coverage on account of the Qualifying Event or the date notice is provided to the Qualified Beneficiary of her or his right to elect COBRA continuation coverage.

08. Is a Covered Employee or Qualified Beneficiary Responsible for Informing the Plan Administrator of the Occurrence of a Qualifying Event?

The HRA will offer COBRA continuation coverage to Qualified Beneficiaries only after the Plan Administrator or its designee has been timely notified that a Qualifying Event has occurred. The Employer will notify the Plan Administrator or its designee of the Qualifying Event within 30 days following the date coverage ends when the Qualifying Event is:

1. the end of employment or reduction of hours of employment,
2. the death of the employee,
3. commencement of a proceeding in bankruptcy with respect to the Employer, or enrollment of the employee in any part of Medicare.

IMPORTANT:

For the other Qualifying Events (divorce or legal separation of the employee and Spouse or a dependent child's losing eligibility for coverage as a dependent child), you or someone on your behalf must notify the Plan Administrator or its designee in writing within 60 days after the Qualifying Event occurs, using the procedures specified below. If these procedures are not followed or if the notice is not provided in writing to the Plan Administrator or its designee during the 60-day notice period, any Spouse or dependent child who loses coverage will not be offered the option to elect continuation coverage. You must send this notice to the Plan Administrator or its designee.

NOTICE PROCEDURES:

Any notice that you provide must be **in writing**. Oral notice, including notice by telephone, is not acceptable. You must mail, fax or hand-deliver your notice to the person, department or firm listed below, at the following address:

The Kempton Group
PO Box 211422
Eagan, MN 55121

If mailed, your notice must be postmarked no later than the last day of the required notice period. Any notice you provide must state:

- the **name of the plan or plans** under which you lost or are losing coverage,
- the **name and address of the employee** covered under the plan,
- the **name(s) and address(es) of the Qualified Beneficiary(ies)**, and
- the **Qualifying Event** and the **date** it happened.

If the Qualifying Event is a **divorce or legal separation**, your notice must include **a copy of the divorce decree or the legal separation agreement**.

Be aware that there are other notice requirements in other contexts, for example, in order to qualify for a disability extension.

Once the Plan Administrator or its designee receives *timely notice* that a Qualifying Event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each Qualified Beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage for their Spouses, and parents may elect COBRA continuation coverage on behalf of their children. For each Qualified Beneficiary who elects COBRA continuation coverage, COBRA continuation coverage will begin on the date of the Qualifying event that coverage would otherwise have been lost. The COBRA period begins on the date of the Qualifying Event, even though coverage actually ends at the end of the month. If you or your Spouse or dependent children do not elect continuation coverage within the 60-day election period described above, the right to elect continuation coverage will be lost.

09. Is a Waiver Before the End of the Election Period Effective to End a Qualified Beneficiary's Election Rights?

If, during the election period, a Qualified Beneficiary waives COBRA continuation coverage, the waiver can be revoked at any time before the end of the election period. Revocation of the waiver is an election of COBRA continuation coverage. However, if a waiver is later revoked, coverage need not be provided retroactively (that is, from the date of the loss of coverage until the waiver is revoked). Waivers and revocations of waivers are considered made on the date they are sent to the Plan Administrator or its designee, as applicable.

10. Is COBRA Coverage Available If a Qualified Beneficiary Has Other Group Health HRA Coverage or Medicare?

Qualified Beneficiaries who are entitled to elect COBRA continuation coverage may do so even if they are covered under another group health plan or are entitled to Medicare benefits on or before the date on which COBRA is elected. However, a Qualified Beneficiary's COBRA coverage will terminate automatically if, after electing COBRA, he or she becomes entitled to Medicare or becomes covered under other group health plan coverage.

11. When May a Qualified Beneficiary's COBRA Continuation Coverage Be Terminated?

During the election period, a Qualified Beneficiary may waive COBRA continuation coverage. Except for an interruption of coverage in connection with a waiver, COBRA continuation coverage that has been elected for a Qualified Beneficiary must extend for at least the period beginning on the date of the Qualifying Event and ending not before the earliest of the following dates:

1. The last day of the applicable maximum coverage period.
2. The first day for which Timely Payment is not made to the Arrangement with respect to the Qualified Beneficiary.
3. The date upon which the Employer ceases to provide any group health plan (including a successor plan) to any employee.
4. The date, after the date of the election, that the Qualified Beneficiary first becomes covered under any other HRA that does not contain any exclusion or limitation with respect to any pre-existing condition, other than such an exclusion or limitation that does not apply to, or is satisfied by, the Qualified Beneficiary.
5. The date, after the date of the election that the Qualified Beneficiary first enrolls in the Medicare program (either part A or part B, whichever occurs earlier).
6. In the case of a Qualified Beneficiary entitled to a disability extension, the later of:
 - a. (i) 29 months after the date of the Qualifying Event, or (ii) the first day of the month that is more than 30 days after the date of a final determination under Title II or XVI of the Social Security Act that the disabled Qualified Beneficiary whose disability resulted in the Qualified Beneficiary's entitlement to the disability extension is no longer disabled, whichever is earlier; or
 - b. the end of the maximum coverage period that applies to the Qualified Beneficiary without regard to the disability extension.

The HRA can terminate for cause the coverage of a Qualified Beneficiary on the same basis that the HRA can terminate for cause the coverage of similarly situated non-COBRA beneficiaries, for example, for the submission of a fraudulent claim.

In the case of an individual who is not a Qualified Beneficiary and who is receiving coverage under the HRA solely because of the individual's relationship to a Qualified Beneficiary, if the HRA's obligation to make COBRA continuation coverage available to the Qualified Beneficiary ceases, the HRA is not obligated to make coverage available to the individual who is not a Qualified Beneficiary.

12. What Are the Maximum Coverage Periods for COBRA Continuation Coverage?

The maximum coverage periods are based on the type of the Qualifying Event and the status of the Qualified Beneficiary, as shown below.

1. In the case of a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period ends 18 months after the Qualifying Event if there is not a disability extension and 29 months after the Qualifying Event if there is a disability extension.
2. In the case of a covered Employee's enrollment in the Medicare program before experiencing a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period for Qualified Beneficiaries other than the covered Employee ends on the later of:
 - a. 36 months after the date the covered Employee becomes enrolled in the Medicare program; or
 - b. 18 months (or 29 months, if there is a disability extension) after the date of the covered Employee's termination of employment or reduction of hours of employment.
3. In the case of a Qualified Beneficiary who is a child born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, the maximum coverage

period is the maximum coverage period applicable to the Qualifying Event giving rise to the period of COBRA continuation coverage during which the child was born or placed for adoption.

4. In the case of any other Qualifying Event than that described above, the maximum coverage period ends 36 months after the Qualifying Event.

13. Under What Circumstances Can the Maximum Coverage Period Be Extended?

If a Qualifying Event that gives rise to an 18-month or 29-month maximum coverage period is followed, within that 18- or 29-month period, by a second Qualifying Event that gives rise to a 36-months maximum coverage period, the original period is extended to 36-months, but only for individuals who are Qualified Beneficiaries at the time of and with respect to both Qualifying Events. In no circumstance can the COBRA maximum coverage period be extended to more than 36-months after the date of the first Qualifying Event.

The Plan Administrator must be notified of the second qualifying event within 60 days of the second qualifying event. This notice must be sent to the Plan Administrator or its designee and in accordance with the procedures above.

14. How Does a Qualified Beneficiary Become Entitled to a Disability Extension?

A disability extension will be granted if an individual (whether or not the covered Employee) who is a Qualified Beneficiary in connection with the Qualifying Event that is a termination or reduction of hours of a covered Employee's employment, is determined under Title II or XVI of the Social Security Act to have been disabled at any time during the first 60 days of COBRA continuation coverage. To qualify for the disability extension, the Qualified Beneficiary must also provide the HRA Administrator with notice of the disability determination on a date that is both within 60 days after the date of the determination and before the end of the original 18-month maximum coverage. This notice must be sent to the Plan Administrator or its designee and in accordance with the procedures above.

15. Does the HRA Require Payment for COBRA Continuation Coverage?

For any period of COBRA continuation coverage under the HRA, Qualified Beneficiaries who elect COBRA continuation coverage may be required to pay up to 102% of the applicable premium and up to 150% of the applicable premium for any extended period of COBRA continuation coverage covering a disabled Qualified Beneficiary due to a disability extension. Your Plan Administrator will inform you of any costs. The Arrangement will terminate a Qualified Beneficiary's COBRA continuation coverage as of the first day of any period for which timely payment is not made.

16. Must the HRA Allow Payment for COBRA Continuation Coverage to Be Made in Monthly Installments?

Yes. The health coverage is also permitted to allow for payment at other intervals.

17. What is Timely Payment for COBRA Continuation Coverage?

"Timely Payment" means a payment made no later than 30 days after the first day of the coverage period. Payment that is made to the HRA on a later date is also considered Timely Payment if either (i) under the terms of the HRA covered employees or Qualified Beneficiaries are allowed to pay for their coverage for the period on that later date, or (ii) under the terms of an arrangement between the Employer and the entity that provides benefits on the Employer's behalf the Employer is allowed to pay for coverage of similarly situated non-COBRA beneficiaries for the period on that later date.

Notwithstanding the above paragraph, the HRA does not require payment for any period of COBRA continuation coverage for a Qualified Beneficiary earlier than 45 days after the date on which the election of COBRA continuation coverage is made for that Qualified Beneficiary. Payment is considered made on the date on which it is postmarked to the HRA.

If Timely Payment is made to the HRA in an amount that is not significantly less than the amount the HRA requires to be paid for a period of coverage, then the amount paid will be deemed to satisfy the HRA's requirement for the amount to be paid, unless the HRA notifies the Qualified Beneficiary of the amount of the deficiency and grants a reasonable period of time for payment of the deficiency to be made. A "reasonable period of time" is 30 days after the notice is provided. A shortfall in a Timely Payment is not significant if it is no greater than the lesser of \$50 or 10% of the required amount.

18. Must a Qualified Beneficiary Be Given the Right to Enroll in a Conversion Health HRA at the End of the Maximum Coverage Period for COBRA Continuation Coverage?

If a Qualified Beneficiary's COBRA continuation coverage under a group health plan ends as a result of the expiration of the applicable maximum coverage period, the HRA will, during the 180 day period that ends on that expiration date, provide the Qualified Beneficiary with the option of

enrolling under a conversion health plan if such an option is otherwise generally available to similarly situated non-COBRA beneficiaries under the HRA. If such a conversion option is not otherwise generally available, it need not be made available to Qualified Beneficiaries.

IF YOU HAVE QUESTIONS

If you have questions about your COBRA continuation coverage, you should contact the Plan Administrator or its designee.

For more information about your rights under the Employee Retirement Income Security Act of 1974 (ERISA), including COBRA, the Patient Protection and Affordable Care Act, and other laws affecting group health plans, visit the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) website at www.dol.gov/ebsa or call their toll-free number at 1-866-444-3272.

For more information about health insurance options available through the Health Insurance Marketplace, and to locate an assister in your area who you can talk to about the different options, visit www.HealthCare.gov.

KEEP YOUR PLAN ADMINISTRATOR INFORMED OF ADDRESS CHANGES

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator or its designee.

Appendix A - HRA Plan Benefit

The Kempton Group

Employee Class

- All Classes

Qualified benefits

- Deductible - In-Network Only

Plan Coverage

- Medical

Reimbursement Schedule

- First, the Employee will pay \$350.00 of qualifying expenses.
- Last, the HRA will pay \$650.00 of qualifying expenses up to a max benefit limit of \$2,600.00.

In Network Deductible

- \$1,000.00

Unused HRA Funds

- Unused benefits at the end of the coverage period shall be forfeited.

RESOLUTION

(No. 1559)

A RESOLUTION DECLARING CERTAIN SUPPLIES, MATERIALS AND EQUIPMENT OWNED BY THE CITY TO BE SURPLUS (“SURPLUS PROPERTY”); DIRECTING THE CITY MANAGER TO SELL SUCH SURPLUS PROPERTY AT PUBLIC AUCTION; AND DIRECTING THE CITY MANAGER TO DISPOSE OF ANY SUCH SURPLUS PROPERTY WHICH DOES NOT RECEIVE A SUCCESSFUL BID.

WHEREAS, Section 26 of the Nichols Hills City Charter, and Section 2-155 of the Nichols Hills City Code provide for the sale of surplus or obsolete supplies, materials and equipment; and

WHEREAS, the Council of the City of Nichols Hills, Oklahoma desires to declare surplus and direct the sale of supplies, materials and equipment owned by the City and identified in the attached Exhibit A, and Exhibit B (the “Surplus Property”), and to provide for the disposal of any such Surplus Property which does not receive a successful bid;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Nichols Hills, Oklahoma, hereby declare the Surplus Property to be surplus and direct the City Manager to sell the Surplus Property by competitive bidding at a public auction;

BE IT FURTHER RESOLVED, that Council of the City of Nichols Hills, Oklahoma hereby direct the City Manager to dispose of any of the Surplus Property which does not receive a successful bid.

ADOPTED by the Council and SIGNED by the Mayor of the City of Nichols Hills, Oklahoma, this 10th day of September, 2024.

Mayor

(SEAL)
ATTEST:

City Clerk

Approved as to form:

City Attorney

Exhibit A

Nichols Hills ID	Brand	Lot	Description	Start bid at / Increments	Model Number	Serial Number	Location
IS01	BYTESPEED		COMPUTER	\$20	H320M	2019-02-2304	ATTIC
IS02	BYTESPEED		COMPUTER	\$20	H320M	2019-02-2297	ATTIC
IS03	BYTESPEED		COMPUTER	\$20	H320M	2019-11-0143	ATTIC
IS04	BYTESPEED		COMPUTER	\$20	H320M	2019-02-2303	ATTIC
IS05	BYTESPEED		COMPUTER	\$20	H320M	2019-08-3468	ATTIC
IS06	BYTESPEED		COMPUTER	\$20	H320M	2019-02-2301	ATTIC
IS07	DELL		COMPUTER	\$20	OPTIPLEX 3050	3WTSWK2	ATTIC
IS08	MICROSOFT		SURFACE HUB	\$200	VERSION 1	552852173462	ATTIC
IS09	DELL		LAPTOP	\$20	E5450	73QIF72	ATTIC
IS10	DELL		LAPTOP	\$20	E5450	96Q1F72	ATTIC
IS11	DELL		LAPTOP	\$20	E7450	G69GJ72	ATTIC
IS12	MICROSOFT		SURFACE	\$20	SURFACE PRO 4	003314371153	ATTIC
IS13	MICROSOFT		SURFACE	\$20	SURFACE PRO 4	034942671253	ATTIC
IS14	MICROSOFT		SURFACE	\$20	SURFACE PRO 4	037940571253	ATTIC
IS15	APPLE		iPAD	\$10	A2153	F9FYC75WLMX0	ATTIC
IS16	APPLE		iPAD	\$10	A1709	DMPWP0DKJ2D3	ATTIC
IS17	AMAZON		TABLET	\$5 NO WORK	SL056ZE	D170099201	ATTIC
IS18	HP		PRINTER	\$20	P57750DW	J9V82-80024	ATTIC
IS19	DELL		SWITCH	\$200	N4032F	7M95Y42	ATTIC

MEMORANDUM

TO: AMANDA COPELAND- ASST. CITY MANAGER
FROM: MAJOR CASEY NIX
SUBJECT: UNCLAIMED PROPERTY SURPLUS
DATE: 9/3/2024

Mrs. Copeland,

The police department is requesting approval to surplus/dispose of numerous items of unclaimed property. Court authorization (CP-2024-14) to dispose of the property was granted 8/30/2024. The property list and the court's authorizing order have been added to the 2024 Surplus Folder. Please advise if additional information is required.

Thank you,

Major Casey Nix

2024 Unclaimed Property Inventory

Case #	Date	Item Description	Serial #
24-1938	3/15/2024	GO Trax GXL V2	GTSGXV22110BLA29674
23-1720	6/8/2023	Schwinn Bike	SNMNG12G11090
23-1657	3/23/2023	Roadmaster Granite Peak Bicycle	SNFS020KA413
23-1653	3/10/2023	Medium Grey Furniture Dolly	N/A
22-1471	8/29/2022	Green Outdoor Product Backpack	N/A
21-1273	12/14/2021	Brown Drago Backpack	N/A
21-1273	12/14/2021	Keen Backpack	N/A
21-1273	12/14/2021	Yellow Stanley Flashlight	N/A
21-1215	10/6/2021	Black Bag with camping stove and tools	N/A
21-1215	10/6/2021	Grey Backpack with tools, trash, jewelry, and cards	N/A
19-00314	5/13/2019	Blue Underarmor Backpack	N/A
16-1911#2	5/29/1996	Hockey Stick	N/A
16-1911#1	5/29/1996	Hockey Stick	N/A
15-00147	3/1/2015	AC Window Unit	N/A
13-00494	8/15/2013	Dell Demensions V350 Computer Tower Serial # UDB5D Model # MMS	UPB5D
10-00152	3/12/2010	Bag Containing Pantex Camera 5149635 and Misc Camera Acc	N/A
10-00123	1/20/2010	Set of Car Keys on US Army Ring	N/A
10-00121	1/20/2010	Black Knife OK DL# H081904064	N/A
09-00487	12/15/2009	1 Officer's Affidavit, 1 Set House Keys on Ring, 2 Citations (167044/167045	N/A
09-00419	10/9/2009	Garage Door Opener/ Grey	N/A
09-00419	10/9/2009	Garage Door Opener/ Dark Grey	N/A
09-00419	10/9/2009	Garage Door Opener/ Black	N/A
09-00419	10/13/2009	Keys on Clips	N/A
09-00379	9/5/2009	Black Lift Master Garage Door Opener w/Silver Strip	N/A
09-00253	6/2/2009	Silver Knife	N/A
09-00248	5/28/2009	Throwing Knife	N/A
09-00175	4/22/2009	OK License Plate	Tag # DFJ-768
08-01236	3/26/2008	Blk and Blue CD Case w/17 CD's	N/A
08-01530	9/22/2008	OK License Plate 624 XVA	N/A
08-01673	12/21/2008	Small Brown Box/ White Paper Invoice	N/A
08-01656	12/11/2008	Keys, Dog Care Key Chain, Elephant Key Chain	N/A
08-01618	11/18/2008	Chanel Sunglasses (Brown)	5064-B c502/13 61017 125
08-01608	11/10/2008	3 Keys and Key Fob	N/A
08-01504	9/12/2008	Small Folding Pocket Knife	N/A
08-01496	9/6/2008	Winchester Knife	N/A
08-01496	9/6/2008	Various Keys	N/A
08-01486	8/20/2008	Mens Fold Over Black Leather Wallet	N/A
08-01359	6/10/2008	Suzuki Key	N/A
08-01335	5/23/2008	Keybox w/Key (Nissan)	N/A
08-01292	4/8/2008	Metal Stainless Metal Knife w/Black Rubber Grips	N/A
08-01139	1/18/2008	Kyocera Cell Phone (580) 649-2633	N/A

07-01066	11/24/2007	Bank of America Visa Card	Acct# 4744850001221610
07-01061	11/22/2007	Black Purse and Contents	N/A
07-01057	11/18/2007	Stainless Steel Butter Knife w/Black Handle	N/A
07-00958	8/19/2007	2 DVD Movies "Lord of the Rings" "Best of Tracy Morgan"	N/A
07-00958	8/19/2007	Video Games	N/A
07-00958	8/19/2007	Empty Movie Cases	N/A
07-00958	8/19/2007	Samsung DVD Player	N/A
07-00857	5/27/2007	1 Apple Ipod and Black Case	4U546TE6TXK
07-00857	5/27/2007	1 Apple Ipod w/Case, Car Charger, Ear Phones, and Usb Connector	2Z62601UPNT
07-00843	5/19/2007	Box Of Checks and One Check Book	N/A
07-00830	5/8/2007	1 Motorola Cell Phone Without Battery	364VGN45D07
07-00782	4/3/2007	House Key	N/A
07-00779	3/30/2007	Q Knife	N/A
07-00770	3/16/2007	Air Pistol and Eye Protection	30539543
06-00455	5/19/2006	Black Handle Switchblade Knife	N/A
06-00430	11/19/2006	Lincoln Keys	N/A
06-00402	3/9/2006	Sock Used For Huffing	N/A
06-00375	2/12/2006	Shell Credit Card	N/A
05-00244	9/12/2005	Black Leather Wallet	N/A
05-00241	9/9/2005	Personal Check #3302	3302
05-00105	4/20/2005	Two Lexus Keys and Six Misc. Keys	N/A
04-00419	12/12/2004	Infiniti Car Keys	KBRASTU10
04-00333	9/22/2004	Fishing Rod Container	N/A
04-00325	9/12/2004	Purse	N/A
04-00302	8/29/2004	Green Flower Cloth Purse	N/A
04-00207	6/19/2004	Range Roofing Inc. Fliers/ Paperwork	N/A
04-00131	4/5/2004	Small Black Purse	N/A
04-00109	3/21/2004	Sony Cybershot Digital Camera	1534368
04-00100	3/8/2004	Silver Oval Reading Glasses	N/A
18-00496	11/28/2018	2 Bras and 4 Pairs of Underwear	N/A
20-00342	7/13/2020	4 Wells Fargo checkbooks, 1 netSpend checkbook, 1 pill bottle w/1 blue/white pill, 3 tan/white pills, 33 brown pills, 18 white pills	N/A
20-00334	7/1/2020	1 Audi key fob	N/A
19-00524	11/25/2019	LG Tablet and LG Cell Phone	N/A
96-3549	10/4/1996	1-multi color bugle boy t-shirt	N/A
Unknown	Unknown	Red Coleman Cooler PolyLite 40	N/A
Unknown	Unknown	Blue Igloo Legend 54 cooler	N/A
Unknown	Unknown	Yellow 180-W 3 Way Car Amplifier	N/A
Unknown	Unknown	GBC Docuseal 40 laminator	NLP3725
Unknown	Unknown	Dewalt Reciprocating Saw	N/A

Memo

Date: September 4, 2024

To: Shane Pate, City Manager

From: Kevin Boydston, Fire Chief

RE: 2024-2025 CIP Purchase

The Fire Department is requesting permission to purchase the following equipment from our capital improvement items:

- (3) Gate valve hose appliances not to exceed \$1,700.00.
- CPR Manikins and Stop the Bleed supplies not to exceed \$3,400.00.

These items were discussed and approved in the 2024-2025 budget.

Memo

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To: Shane Pate, City Manager

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These items were discussed and approved in the 2024-2025 budget.

MEETING DATE

September 10, 2024

AGENDA ITEM # 9.a

Request from Alexandra Crothers to close Mulberry Lane for a Special Event. The street will be closed October 26, 2024 from 2:00 pm - 6:00 pm.

ATTACHMENTS

1. Crothers Outdoor Special Event Permit



City of Nichols Hills, Oklahoma
Special Event Permit – Outdoor Special Event

This Special Event Permit – Outdoor Special Event is made and entered into by the City of Nichols Hills, Oklahoma, a municipal corporation, (the “City”) acting by and through its Mayor and City Council, and Alexandra Crothers, a Resident (“Permittee”), on the date indicated below.

Permittee filed an Application for Outdoor Special Event Permit with the City. The City hereby approves that Application and grants this Permit to Permittee subject to the requirements set out in this Permit.

1. Event information. This Special Event Permit – Outdoor Special Event is for the following Event: Block Party Chili Cook Off located on Mulberry Lane on Oct 26th 2-6pm. Specific information about the Event and requirements for it are set out in Attachment A.

2. Grant of Permit. The City hereby grants Permittee this Permit for the event described in Section 1 (the “Event”), allowing Permittee access to the Event Site to set up, operate, and restore the Event during the Event Term stated in Section 1. Unless otherwise agreed in this Permit, Permittee will plan, promote, organize, present, and manage the Event at its sole cost and expense. Permittee warrants and represents that it can fulfill all of its obligations under this Permit. As further consideration for granting this Permit, Permittee will identify the City as a sponsor of the Event and provide the City with recognition in all marketing efforts for the Event if so requested by the City.

3. Regulation of the Event. To ensure the public health, safety, and welfare, and to maintain high quality standards for the Event, Permittee will regulate and appropriately limit activities during the Event, including (as applicable) all temporary exhibits, entertainment, concession vendors, and promotional activities. Permittee must ensure that the Event is conducted in a safe, supervised manner. Permittee acknowledges that the Event subject to applicable laws, rules, and regulations, including the Nichols Hills City Code. Permittee will not make, allow or suggest any use of the Event Site that is contrary to such laws, rules, and regulations.

4. Representatives, Event Liaisons. The parties have each designated an Event Liaison as indicated in Section 1. The Event Liaisons will coordinate and communication regarding all aspects of and issues related to the Event, including the interactions provided for in this Permit.

5. Vendor approvals. Permittee’s vendors for the Event must obtain all necessary approvals from the City that are required to participate in the Event, including contractor registrations, food vendor permits, alcoholic beverage permits, and Fire Marshall approval.

6. Event marketing. Permittee Liaison and the City Liaison will coordinate Event marketing and promotions. Permittee may not use the City’s seal in marketing or promoting the Event

without the City Liaison's prior approval.

7. Event staff and volunteers.

A. *General requirements for staff and volunteers.* Permittee must provide sufficient staff and/or volunteers to monitor, facilitate, and control the Event. Permittee must ensure that each such person has the appropriate training, equipment, certifications or other resources as needed to ensure that such person's role for the Event can be successfully and properly performed as required by this Permit.

B. *City Police.* If required by the City Liaison, Permittee will also coordinate with the City to ensure that an appropriate number of City Police officers are on site during the Event. Permittee will pay the cost for any off-duty City Police officer(s) who work at the Event.

C. *Releases.* Permittee will ensure that all adult volunteers read and sign a Volunteer Acknowledgement and Release (in a form acceptable to the City Liaison) before the Event, acknowledging the possible risks associated with participation in the event and release both Permittee and the City from any liability associated with participating in the Event. before working at the Event. No person under the age of 18 years old may serve as a volunteer without the written approval of that person's parent or legal guardian. Permittee will maintain copies of all required Volunteer Acknowledgement and Release forms and provide them to the City Liaison on request.

8. Event setup and amenities.

A. *Temporary Improvements.* At its sole risk and expense, Permittee may install and maintain improvements within the Event Site during the Event Term. The City reserves the right to retain possession or any improvements left in the Event Site after the expiration or termination of this Permit.

B. *Portable restrooms.* At its sole cost and expense, Permittee must provide portable restrooms at the Event Site in the number and to be placed as set out on the Event Site Plan attached as Attachment B or as otherwise required by the City Liaison. Of the portable restrooms provided, at least 15% must be Americans with Disabilities (ADA) compliant. Portable restrooms must be placed on paved surfaces (excluding sidewalks).

C. *Potable water.* Permittee is responsible for potable water (including the cost of such water) brought to the Event Site, if any.

D. *Temporary electrical service.* Permittee is responsible for temporary electric service (including the cost of such service) brought to the Event Site, if any. Any such service must be installed by a licensed electrical contractor registered with the City pursuant to a Permit issued by the City.

E. *Concession trucks or trailers.* Permittee must ensure that any concession trucks or trailers are placed as indicated on the Event Site Plan, to be placed on paved surfaces (excluding sidewalks) unless otherwise approved by the City. If the City approves any such truck or trailer to

be placed on a non-paved surface, Permittee must ensure that planking or plywood is placed for proper weight distribution under the truck or trailer.

F. *Tent stakes.* If required for the Event, Permittee must use water barrels, sand bags or cement blocks to secure tents or other temporary structures at the Event Site. Permittee may use tent stakes only with the City Liaison's prior approval. If approved to use tent stakes, Permittee must call OKIE811 to arrange an underground utility location and must notify the City Liaison in advance of the time such staking will take place so that the City Liaison may be onsite to monitor the staking.

9. Event conduct regulations. Permittee must comply and must take reasonable steps to ensure that the Event attendees, Permittee's vendors, staff, and volunteers (collectively, "Event Participants") comply with the following regulations, as applicable to the Event:

A. *Interference with traffic.* It is unlawful for any person to disrupt, block, obstruct or interfere with pedestrian or vehicular traffic except as permitted and controlled by the Chief of Police or as allowed in the Traffic Control Plan.

B. *Procession routes.* Any procession may proceed only on the route approved as shown on the Event Site Plan attached as Attachment B, with Police escort to ensure safety for all Event Participants and the public.

C. *Damage to Public Property; placing signs.* It is unlawful to remove, deface, damage, or otherwise injure any public property, including hanging, attaching or placing signs, flags, placards or any other object of any kind on public property (including trees and landscaping) unless approved in advance by the Director of Public Works.

D. *No trespassing on private property.* It is unlawful during to enter onto private property without prior written permission from the property owner.

E. *Compliance with noise ordinances.* The Event must comply with the City's noise ordinances which prohibit the making of any loud or unusual noises that disturb the peace and quiet of the City or any part of it.

F. *No smoking.* Smoking (including the use of tobacco products and vapor products) is prohibited at the Event.

G. *Alcohol control.* The Event must comply with applicable laws regarding the sale and consumption of alcoholic beverages at the Event Site. Any alcohol sold at the Event may not leave the Event Site. Glass containers are prohibited.

H. *Compliance with City directions.* Permittee and all Event Participants must comply with lawful directions or instructions by the City Manager, the Chief of Police, the Fire Chief, the Director of Public Works, the City Liaison, and their designees, with respect to security, public safety, traffic control, traffic barricades, pedestrian matters, fire safety, and all related matters or directions or instructions set forth on any sign posted by the City for or in connection with the

event.

I. *Compliance with Park Rules.* Permittee and all Event Participants must abide by City Park Rules if the Event is held in a City Park and may not interfere with the intended use of the park or interrupt the reasonable use and enjoyment of the park by nonparticipants unless the City authorizes closure of the Park for the Event.

J. *Compliance with laws.* Permittee and all Event Participants must abide by and will be subject to all local, state, and federal laws, ordinances, and regulations and any directions given by a law enforcement officer.

10. Traffic Control. If required by the City as indicated above, Permittee must comply with the Traffic Control Plan attached to this Permit as Attachment C. Specifically, Permittee is authorized to limit motor vehicle access to the Event Site by the placement of traffic control devices, volunteers, and Police personnel as set out in the Traffic Control Plan. Permittee must implement such traffic control measures and limit vehicular access to the Event Site as set out in the Traffic Control Plan. Any barricades used for the Event must be official-type barricades and must be placed properly by a licensed vendor as set out in the Traffic Control Plan.

11. Parking. Event parking is allowed only in designated areas as shown on the Traffic Control Plan. If a Traffic Control Plan is not required by this Permit, parking will be allowed only as directed by the Chief of Police. Permittee must instruct those volunteers or security personnel retained by Permittee to enforce the parking requirements set out in this Permit and in the City Code.

12. Event Fees. Any fees charged by Permittee or its concession vendors to Event Participants must be reasonable and not exceed market tolerance. Permittee Liaison must respond to any concerns or questions raised by the City Liaison regarding Event fees.

13. Report of accidents. Permittee must report all accidents or occurrences resulting in injury to persons or damage to property occurring as a result of the Event as soon as reasonably practicable to the City Manager, the City Liaison, the Police Chief or the Fire Chief.

14. Event Site restoration; clean up; Waste Plan. If required by the City as indicated above, Permittee must comply with the plan for control and cleanup of waste generated by the Event pursuant to the Waste Plan attached as Attachment D. Whether a Waste Plan is required or not, Permittee must restore all of the Event Site to the condition existing prior to the Event during the Event Term (or within 12 hours if the Permit is revoked). Permittee must dismantle and remove any improvements and must clean up all trash and debris from the Event Site generated by the Event. If Permittee fails to do so, the City may do such work and recover the cost from Permittee. Permittee's failure to comply with the provisions of this Section will constitute grounds for denial of subsequent permit requests.

15. Damage to City property. Permittee assumes full responsibility for ensuring the protection of all City property within the Event Site, including streets, sidewalks, trees, plants, shrubs, buildings, and grass areas on which vehicles are improperly parked. Any damage that

may occur to City property as a result of the Event will be Permittee's responsibility to repair, excluding normal wear and tear as determined by the Director of Public Works or his designee. Permittee must timely repair any such damage and restore the City's property to the condition existing prior to the Event within a reasonable time agreeable to the City Liaison. If Permittee fails to do so, the City may do such work and recover the cost from Permittee. Permittee's failure to comply with the provisions of this Section will constitute grounds for denial of subsequent permit requests.

16. Indemnification. Permitted must, at its cost and expense, indemnify, save, hold harmless, and defend the City, its officials, boards, commissions, agents, consultants, and employees against any and all claims, suits, causes of action, demands, penalties, liabilities, proceedings or judgments for damages or equitable relief filed by third parties, including but not limited to all expenses, attorneys' fees, witness fees, and all other costs of defending any such action or claim or appeals therefrom, resulting from or arising out of any defect of the Event or from the maintenance, operation or conduct of the Event by Permittee, its agents or employees or its invitees, attendees, vendors or licensees. This Section will survive termination or expiration of this Permit and is binding on Permittee, its representatives, successors, and assigns.

17. Taxes. Permittee must pay all taxes or other fees assessed on the Event Site or related to the Event and must deliver sufficient receipts or other evidence of payment to the City Liaison within 20 days after the Event Term.

18. Insurance. If required by the Chief of Police as indicated above, Permittee must file with the City Clerk a certificate of insurance providing general liability and vehicle liability coverage for the Event in amounts determined by the Chief of Police. The City must be made an additional insured under such policy and such insurance must be in effect during the Event Term. Permittee must provide employers' liability insurance and workers' compensation insurance as required by Oklahoma law.

19. Notice of the Event.

A. *Notice to businesses and residences.* At least 24 hours prior to the start of the Event, Permittee must make a reasonable effort to notify the businesses and residences located in proximity of the Event Site, including all adjoining property owners in all directions from the Event Site. A copy of any flyer or handout used in making such notifications must be provided to the City Liaison at least 24 hours prior to the start of the Event.

B. *Signs for Park closures.* If a City Park is to be closed for the Event, Permittee must install a temporary sign(s) at the Event Site notifying the public of such closure. The number, placement, and content of such sign(s) must be approved in advance by the City Liaison.

20. Emergency or inclement weather. If an emergency or inclement weather threatens to prevent the Event, either party will so notify the other. In such case, the parties may reschedule the Event at such time as the parties mutually agree. An alternate date for the Event must be determined within 14 calendar days after the cancellation. Cancellation of the Event will be without cost or liability to the City.

21. Permit revocation. This Permit may be revoked by the City Manager or the Chief of Police (or either of their designees) when in their discretion any of the following grounds for revocation are found: (1) fraud, misrepresentation or any false statement contained in the application for this Permit; (2) prior to the date scheduled for the Event, a change in the conditions that supported the Chief of Police's determination to grant the Permit such that the Permit would not have been granted, including a change in conditions that raises concerns related to public safety at the Event; (3) the Event is conducted in any unlawful manner or in such a manner as to constitute a breach of the peace; or (4) the Permittee fails to comply with the terms and conditions of this Permit. Upon revocation, the Permittee must immediately terminate the Event and cease its occupation and use of the Event Site. Failure to do so will constitute trespass on public property. Revocation for cause will constitute grounds for denial of Permittee's subsequent permit requests.

22. Rights of the City and public utilities as to public ways. This Permit is subject to and subordinate to the City's right to construct, operate, and maintain the public ways in the City and to the right of any public utility holding a franchise from the City to use the public ways. Permittee must fully cooperate with the City and utility service providers using the public ways.

23. Assignment. Permittee may not transfer or assign this Permit in any way without the City Council's prior written consent.

24. Enforcement actions by law enforcement and the City. Nothing in this Permit prohibits a law enforcement officer from issuing a command to disperse in the event of a riot, breach of the peace, disorderly conduct or other unlawful assembly. Nothing in this Permit precludes the City from enforcing applicable laws, rules, regulations, including the Nichols Hills City Code.

25. No discrimination. Permittee covenants and agrees that it will not (and that it will not allow its vendors, employees or volunteers for the Event to) discriminate upon the basis of race, color, creed, national origin, religion or politics in conducting any aspect of the Event.

26. Waiver. The City may waive any breach of this Permit by Permittee. However, any waiver will not constitute a continuing waiver of such breach or similar breaches of this Permit. Further, the City may subsequently require Permittee to comply with any previously waived breach.

27. Notices. All Notices or other communications required by this Permit must be sent using the contact information below. Notices must be sent by either: (1) hand-delivery in return for a receipt; (2) United States mail with postage prepaid; (3) bonded, nationally recognized overnight courier service; or (4) email, so long as the intended recipient acknowledges by email or other writing as having received the Notice (with an automatic "read receipt" not constituting acknowledgment). Notices to the parties must be addressed as set out in Attachment A.

29. Authority. Permittee represents and warrants to the City that: (1) it has full authority and power to enter into and perform its obligations under this Permit; (2) that the person executing this Permit is fully empowered to do so; and (3) that no consent or authorization is necessary from any third party. The City may request that Permittee provide evidence of authority of the person executing this Permit on Permittee's behalf.

Approved and accepted on this _____ day of _____, 202_ by:

Permittee:

Alexandra Crothers

By: _____

Printed Name: _____

Title: _____

Acknowledgement

State of Oklahoma)
) SS
County of Oklahoma)

This instrument was acknowledged before me on ____, 202_, by _____, as _____
of _____, a _____.

Notary Public

My commission expires:

My commission number:

APPROVED by the Mayor of the City of Nichols Hills, Oklahoma, on the ____ day of _____, 202_.

ATTEST:

Mayor

City Clerk

Reviewed as to Form and Legality:

City Attorney

**Attachment A to Special Event Permit
Event Information and Specific Requirements**

Name of the Event: Block Party Chili Cook Off

Date(s) of the Event: October 26th, 2024

Event Term:

Starting time (including set-up time): 1:30PM

End time (including clean-up time): 6:30PM

Event Route / Site: Block of Mulberry Lane

A map and site plan (the “Event Site Plan”) showing the Event Route / Site (“Event Site”) is attached to this Permit as Attachment B.

Insurance requirement.

- ☐ Insurance is required in the amount of _____dollars. See Section 18 below.
- ☐ Insurance is not required.

Traffic Control Plan requirement.

- ☐ A Traffic Control Plan is required. See Section 10 below and Attachment C.
- ☐ A Traffic Control Plan is not required

Waste Plan requirement.

- ☐ A Waste Plan is required. See Section 14 below and Attachment D.
- ☐ A Waste Plan is not required.

Event Liaisons:

City Liaison: _____

Permittee Liaison: Alexandra Crothers

Addresses for Notices:

Notices to Permittee must be addressed as follows:

City of Nichols Hills, Oklahoma
6407 Avondale Drive
Nichols Hills, OK 73116
Attention: City Manager
Email Address: spate@nicholshills.net

And

Attention: _____ (City Liaison)
Email Address: _____

Notices to Permittee must be addressed as follows:

[Permittee Name and Address]

Attention: Alexandra Crothers _____
Email Address: Lexicrothersokc@gmail.com _____

And

Attention: Alexandra Crothers _____ (Permittee Liaison)
Email Address: lexicrothersokc@gmail.com _____

**Attachment C to Special Event Permit
Traffic Control Plan**

[Traffic Control Plan (if required) follows]

**Attachment D to Special Event Permit
Waste Plan**

[Waste Plan (if required) follows]

City Council Item Report

MEETING DATE

September 10, 2024

AGENDA ITEM # 9.b

Request from Tim Rasmussen to close the 1700 Block of Guilford Lane for a Special Event. The street will be closed October 6, 2024 from 4:00 pm - 7:00 pm.

ATTACHMENTS

1. Tim Rasmussen



CITY OF NICHOLS HILLS, OKLAHOMA

Application for Outdoor Special Event Permit

Staff use only

Date filed _____

Fee receipt # _____

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

Applicant is encouraged to consult the applicable provisions of the Nichols Hills City Code, including those in Chapter 38, *Streets, Sidewalks and Other Public Places*, Article VI, *Parades, Street Meetings, and Other Gatherings*.

Approval of this Application requires a public hearing before the City Council.

Attach a separate sheet to provide complete answers if necessary

Applicant's name: H/M RASMUSSEN
Primary contact: 405.476.4718
Mailing address: 1715 GUILFORD LANE
Telephone number(s): 405.476.4718
Email address(es): REALTOR.RASMUSSEN@GMAIL.COM

Provide the following regarding the proposed Outdoor Special Event:

- (1) the nature and purpose of the Outdoor Special Event;
- (2) the proposed date(s) and beginning and ending times of the Outdoor Special Event;
- (3) the area of public property proposed to be occupied or the proposed route on Public Property to be taken, as applicable;
- (4) whether the Outdoor Special Event will require the exclusive use of a City facility, such as a park or parking lot;
- (5) whether the Outdoor Special Event will require the temporary closing of streets (and if so, please identify those locations by including a map with this Application); and
- (6) the approximate number of individuals and vehicles (if any) to take part.

Applicant may be required to provide information related to public safety if found necessary by the Chief of Police.

This Application will be considered officially submitted and filed only after it is examined by the City Clerk and found to have met the applicable requirements of the Nichols Hills City Code. At that time, the City Clerk will set this Application for hearing before the Nichols Hills City Council. Applicant will be advised of the date and time for that hearing. It is highly recommended that Applicant attend (or have a representative attend) that hearing and be prepared to answer questions.

- ANNWL 1700 BLOCK OF GUILFORD CME BLOCK PARTY
- OCT 6TH FROM 4-7 PM
- BLOCK OFF GUILFORD/PM AND GUILFORD/STRAFORD
(1700 BLOCK ONLY)
- OPEN TO RESIDENTS OF 1700 BLOCK ONLY
KIDS PLAY ON STREET

**NOTICE OF PUBLIC HEARINGS
CITY OF NICHOLS HILLS, OKLAHOMA
CASE NO. PC-2024-07**

Notice is hereby given that T-Mobile Central LLC (“T-Mobile”) through Donna Davis of Crown Castle USA, Inc., has filed an application (“the Application”) with the City of Nichols Hills, Oklahoma for approval of a special permit for the following described property:

Existing monopole tower located in the vicinity of 6706 North
Pennsylvania Avenue, in Nichols Hills, Oklahoma.

The zoning of this property is “E-1” Estate. The Application requests a special permit to replace and/or add new antennas and other equipment for T-Mobile to be located on or adjacent to the existing monopole tower on real property owned by the City of Nichols Hills, Oklahoma. The Application and supporting documentation may be inspected in the office of the City Clerk during regular business hours.

The Application will be considered at public hearings to be held by the Nichols Hills Planning Commission on Tuesday, September 3, 2024 at 5:30 p.m., and by the Nichols Hills City Council on Tuesday, September 10, 2024 at 5:30 p.m. These public hearings will be held in the Council Chambers at Nichols Hills City Hall, 6407 Avondale Drive, Nichols Hills, Oklahoma, 73116.

Any person may address the Nichols Hills Planning Commission and Nichols Hills City Council at the public hearings. Written support for or protest against the proposed special permit may be mailed or hand-delivered to the City Clerk at 6407 Avondale Drive, Nichols Hills, Oklahoma, 73116. Written support or protests must be received by the City Clerk not less than three (3) days before the public hearing.

The following map shows the area affected by the Application:



Dated this 12th day of August, 2024.

Amanda Copeland, City Clerk
City of Nichols Hills, Oklahoma



370 Mallory Station Rd
Franklin, TN 37067

Phone: (615) 771-1553
www.crowncastle.com

July 17, 2024

OK-CITY OF NICHOLS HILLS
Planning & Zoning
6407 AVONDALE DRIVE
NICHOLS HILLS, OK 73116

Via Electronic Delivery

*****NOTICE OF ELIGIBLE FACILITIES REQUEST*****

RE: Request for Minor Modification to Existing Wireless Facility – Section 6409
Site Address: 6706 North Pennsylvania Ave., Nichols Hills, OK 73159
Crown Site Number: 822901 / Crown Site Name: Camden
Customer Site Number: OK01296F / Application Number: 624581

Attention Planning & Zoning:

On behalf of T-Mobile Central LLC (“T-Mobile” or “Applicant”), Crown Castle USA Inc. (“Crown Castle”) is pleased to submit this request to modify the existing wireless facility noted above through the collocation, replacement and/or removal of the Applicant’s equipment as an eligible facilities request for a minor modification under Section 6409¹ and the rules of the Federal Communications Commission (“FCC”).²

Section 6409 mandates that state and local governments must approve any eligible facilities request for the modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station. Under Section 6409, to toll the review period, if the reviewing authority determines that the application is incomplete, it must provide written notice to the applicant within 30 days, which clearly and specifically delineates all missing documents or information reasonably related to whether the request meets the federal requirements.³ Additionally, if a state or local government, fails to issue any approvals required for this request within 60 days, these approvals are deemed granted. The FCC has clarified that the 30-day and 60-day deadlines begins when an applicant: (1) takes the first step required under state or local law; and (2) submits information sufficient to inform the jurisdiction that this modification qualifies under the federal law⁴. Please note that with the submission of this letter and enclosed items, the thirty and sixty-day review periods have started. Based on this filing, the deadline for written notice of incomplete application is August 16, 2024, and the deadline for issuance of approval is September 15, 2024.

¹ Middle Class Tax Relief and Job Creation Act of 2012, Pub. L. No. 112-96, § 6409 (2012) (codified at 47 U.S.C. § 1455).

² *Acceleration of Broadband Deployment by Improving Wireless Facility Siting Policies*, 29 FCC Rcd. 12865 (2014) (codified at 47 CFR § 1.6100); and *Implementation of State & Local Governments’ Obligation to Approve Certain Wireless Facility Modification Requests Under Section 6409(a) of the Spectrum Act of 2012*, WT Docket No. 19-250 (June 10, 2020).

³ See 47 CFR § 1.6100 (c)(3). ⁴ See 2020 Upgrade Order at paragraph 16.



370 Mallory Station Rd
Franklin, TN 37067

Phone: (615) 771-1553
www.crowncastle.com

The proposed scope of work for this project includes:

Add or replace antennas, ancillary equipment and ground equipment as per plans for an existing carrier on an existing wireless communication facility.

At the end of this letter is a checklist of the applicable substantial change criteria under Section 6409. Additionally, please find enclosed the following information in support of this request:

- (1) Check for \$750.00 for plan review fees
- (2) Construction Drawings with Photo Sims
- (3) Structural Analysis; and
- (4) Section 6409 Substantial Change Checklist.

As these documents indicate, (i) the modification involves the collocation, removal or replacement of transmission equipment; and (ii) such modification will not substantially change the physical dimensions of such tower or base station. As such, it is an “eligible facilities request” as defined in the FCC’s rules to which the 60-day deadline for approval applies. Accordingly, Applicant requests all authorization necessary for this proposed minor modification under Section 6409.

Our goal is to work with you to obtain approvals earlier than the deadline. We will respond promptly to any request for related information you may have in connection with this request. Please let us know how we can work with you to expedite the approval process. We look forward to working with you on this important project, which will improve wireless telecommunication services in your community using collocation on existing infrastructure. If you have any questions, please do not hesitate to contact me.

Regards,

Donna Davis

Donna Davis
Site Acquisition Specialist
Crown Castle, Agent for Applicant
(615) 771-1553
Donna.Davis@crowncastle.com

**Section 6409 Substantial Change Checklist
Towers Outside of the Public Right of Way**

The Federal Communications Commission has determined that a modification substantially changes the physical dimension of a wireless tower or base station under 47 U.S.C. § 1455(a) if it meets one of six enumerated criteria under 47 C.F.R. § 1.6100.

Criteria for Towers Outside the Public Rights of Way

YES/NO NO	Does the modification increase the height of the tower by more than the greater of: (a) 10% (b) or, the height of an additional antenna array plus separation of up to 20 feet from the top of the nearest existing antenna?
YES/NO NO	Does the modification add an appurtenance to the body of the tower that would protrude from the edge of the tower more than 20 feet or more than the width of the tower structure at the level of the appurtenance, whichever is greater?
YES/NO NO	Does the modification involve the installation of more than the standard number of new equipment cabinets for the technology involved or add more than four new equipment cabinets?
YES/NO NO	Does the modification entail any excavation or deployment outside the current site by more than 30 feet in any direction, not including any access or utility easements?
YES/NO NO	Does the modification defeat the concealment elements of the eligible support structure?
YES/NO NO	Does the modification violate conditions associated with the siting approval with the prior approval the tower or base station other than as specified in 47 C.F.R. § 1.6100(c)(7)(i) – (iv)?

If all questions in the above section are answered “NO,” then the modification does not constitute a substantial change to the existing tower under 47 C.F.R. § 1.6100.



370 Mallory Station Road dSuite 505
Franklin, TN 37067

Phone: (615) 771-1553
www.crowncastle.com

PLEASE SEE BELOW THE LIST OF ABUTTING PROPERTY OWNERS

Owner: OKLA CITY GOLF & COUNTRY CLUB

Account Number: R169711495
Physical Address: 7000 NW GRAND BLVD NICHOLS HILLS
Owner Name1: OKLA CITY GOLF & COUNTRY CLUB
Owner Name2:
Owner Name3:
Mailing Address1: 7000 NW GRAND BLVD
City: NICHOLS HILLS
State: OK
ZipCode: 73116-4199
Tax District: 500
Tax District Name: Oklahoma City #89

Owner: SROUJI NABIL E & PENELOPE TRS

Account Number: R169862000
Physical Address: 1820 DRURY LN NICHOLS HILLS
Owner Name1: SROUJI NABIL E & PENELOPE TRS
Owner Name2: SROUJI NABIL E REV TRUST
Owner Name3:
Mailing Address1: 1820 DRURY LN
City: NICHOLS HILLS
State: OK
ZipCode: 73116-5312



370 Mallory Station Road dSuite 505
Franklin, TN 37067

Phone: (615) 771-1553
www.crowncastle.com

Tax District: 500

Tax District Name: Oklahoma City #89

Owner: RICHARDSON RONALD L 2008 REV TRUST

Account Number: R169862100

Physical Address: 1829 DEVONSHIRE ST NICHOLS HILLS

Owner Name1: RICHARDSON RONALD L 2008 REV TRUST

Owner Name2:

Owner Name3:

Mailing Address1: 1829 DEVONSHIRE ST

City: NICHOLS HILLS

State: OK

ZipCode: 73116

Tax District: 500

Tax District Name: Oklahoma City #89

Owner: LAMBERT WILLIAM D IV

Account Number: R169863300

Physical Address: 1824 DEVONSHIRE ST NICHOLS HILLS

Owner Name1: LAMBERT WILLIAM D IV

Owner Name2: LAMBERT ALLYSON BANDY

Owner Name3:

Mailing Address1: 1824 DEVONSHIRE ST

City: NICHOLS HILLS

State: OK

ZipCode: 73116

The Foundation for a Wireless World

CrownCastle.com



370 Mallory Station Road dSuite 505
Franklin, TN 37067

Phone: (615) 771-1553
www.crowncastle.com

Tax District: 500

Tax District Name: Oklahoma City #89

Owner: STOCKYARD PROPERTY LLC

Account Number: R169577259

Physical Address: 6621 N HILLCREST AVE NICHOLS HILLS

Owner Name1: STOCKYARD PROPERTY LLC

Owner Name2:

Owner Name3:

Mailing Address1: 11201 SE 44TH ST

City: OKLAHOMA CITY

State: OK

ZipCode: 73150

Tax District: 500

Tax District Name: Oklahoma City #89



CITY OF NICHOLS HILLS, OKLAHOMA

Application for Special Permit Communication Device

Staff use only

Case # _____

Date filed _____

Fee receipt # _____

Twelve original sets and one electronic version of this completed application (including 12 original sets of the required attachments listed below) and the required fee should be submitted to the Nichols Hills City Clerk, 6407 Avondale Drive, Nichols Hills, Oklahoma 73116.

Applicant is encouraged to consult Sec. 50-127, *Communications Tower and Antenna Regulations*, of the Nichols Hills City Code when completing this Application. Note that Sec. 50-127 does not require a special permit for all communication devices.

This Application requires recommendation for approval by the Nichols Hills Planning Commission and approval of the Nichols Hills City Council.

Attach a separate sheet to provide complete answers if necessary.

Applicant's name: Donna Davis - Agent of Crown Castle USA, Inc. Cell Tower Owner

Primary contact: Donna Davis - Site Acquisition Specialist

Mailing address: 370 Mallory Station Road, Suite 505, Franklin TN 37067

Telephone number(s): 931-247-7954 Cell / 615-771-1553 Office

Email address(es): donna.davis@crowncastle.com

This is an application to: [check all that apply]

- ☐ Construct a communication tower
- ☐ Locate an at-grade dish antenna(s) with a diameter exceeding two meters
- ☐ Locate an antenna or antenna array within a structure as an architectural element
- ☐ Install an additional antenna(s) or antenna array on an existing communications tower, sign structure, or municipal water tower
- ☒ Replace an antenna(s) or antenna array on an existing communications tower, sign structure, or municipal water tower
- ☐ Use the City's utility pole(s) (traffic signal poles, street light poles, and flag poles) associated with a distributed antenna system

Address or descriptive location of proposed device(s) ¹: 6706 North Pennsylvania Ave., Nichols Hills, OK 73159

The following must be attached to this Application:

1. **Proof of authority.** Proof of applicant's authority to make this Application as to the property for which the special permit is desired by attaching a copy of the applicable deed evidencing applicant's ownership, a copy of the applicable lease evidencing applicant's leasehold interest, or an affidavit regarding ownership (a form for which is attached to this Application).
2. **Survey and site map.** Certified survey and detailed site map.

¹ If metes and bounds description, please attach.

3. **Project plans.** Detailed and certified project plans.
4. **Structural engineer review.** If a tower or architectural element is included, certified review by a licensed structural engineer.
5. **Scope of proposed work.** A narrative of the need for the proposed device(s) and proposed scope of work in non-technical language in sufficient detail for analysis by the City's Planning Commission and City Council.
6. **List of Owners of Abutting Property.** A report developed from the current records of the Oklahoma County Assessor and/or the Oklahoma County Clerk within the last 30 days, stating the names, addresses, and contact information for the owners of property abutting the proposed site. If the report is not certified by a licensed and bonded abstractor, Applicant will be responsible for the accuracy and completeness of the information in the report.

This Application will be considered officially submitted and filed only after it is examined by the Director of Public Works and the City Clerk and found to have met the applicable requirements of Sec. 50-127 and those set out in this Application and after the fee of \$750 as required by Sec. 50-327 of the Nichols Hills City Code has been paid. At that time, the City Clerk will set the Application for hearing before the Nichols Hills Planning Commission and the Nichols Hills City Council. Applicant will be advised of the date and time for those hearings. It is highly recommended that applicant attend (or have a representative attend) the hearings and be prepared to answer questions.

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

Submitted and agreed to this 17th day of July 2024.

Signature: Donna Davis

Print applicant's full legal name: Donna Davis

Print signatory party's title if applicant is a legal entity: Site Acquisition Specialist

Form of affidavit regarding ownership

Affidavit

STATE OF _____

COUNTY OF _____

[Full legal name], being first duly sworn, stated:

1. My name is ***[full legal name]***. My address is ***[full address]***. I am over the age of 18. I am a resident of the State of ***[state]***. I have personal knowledge of the matters stated in this Affidavit.
2. I am the applicant for a special permit for a communication device pursuant to the Nichols Hills City Code.
3. I am the current and legal owner of the property in the City of Nichols Hills with the address of ***[insert address]*** and more particularly described as:

[Insert legal description]

4. This address and legal description accurately describe the property for which the special permit for a communication device is requested.

I declare to the best of my knowledge and belief that the information in this Affidavit is true, correct, and complete.

Executed this _____ day of _____, 202__.

[Full legal name]

Notary Acknowledgment

Subscribed and sworn to before me this _____ day of _____, 202__.

Notary Public

My Commission Expires: _____

Comm. No. _____

This conveyance was approved on the _____ day of _____, 202__, by the City Council of the City of Nichols Hills, Oklahoma, pursuant to the Nichols Hills Subdivision Regulations as adopted by the Nichols Hills City Code.

By: _____

Printed name: _____

Title: _____

Date: **August 08, 2022**



Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317
(724) 416-2000

Subject: **Structural Analysis Report**

Carrier Designation: **T-Mobile Co-Locate**
Site Number: OK01296F

Crown Castle Designation: **BU Number:** 822901
Site Name: Camden
JDE Job Number: 724324
Work Order Number: 2136495
Order Number: 624581 Rev. 5

Engineering Firm Designation: **Crown Castle Project Number:** 2136495

Site Data: **6706 North Pennsylvania Ave., Nichols Hills, Oklahoma County, OK**
Latitude 35° 32' 42.875", Longitude -97° 33' 0.789"
70 Foot - Monopole Tower

Crown Castle is pleased to submit this "**Structural Analysis Report**" to determine the structural integrity of the above-mentioned tower.

The purpose of the analysis is to determine acceptability of the tower stress level. Based on our analysis we have determined the tower stress level for the structure and foundation, under the following load case, to be:

LC7: Proposed Equipment Configuration

Sufficient Capacity

This analysis utilizes an ultimate 3-second gust wind speed of 115 mph as required by the 2015 International Building Code. Applicable Standard references and design criteria are listed in Section 2 - "Analysis Criteria".

Structural analysis prepared by: Blake Jacobsen, EIT / JKK

Respectfully submitted by:

Terry P. Styran, P.E., S.E.
Senior Project Engineer



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Table 2 - Other Considered Equipment

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Table 5 - Tower Component Stresses vs. Capacity - LC7

4.1) Recommendations

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tnxTower Output

6) APPENDIX B

Base Level Drawing

7) APPENDIX C

Additional Calculations

1) INTRODUCTION

This tower is a 70 ft Monopole tower designed by Valmont.

2) ANALYSIS CRITERIA

TIA-222 Revision:	TIA-222-H
Risk Category:	II
Wind Speed:	115 mph
Exposure Category:	C
Topographic Factor:	1
Ice Thickness:	1.5 in
Wind Speed with Ice:	40 mph
Service Wind Speed:	60 mph

Table 1 - Proposed Equipment Configuration

Mounting Level (ft)	Center Line Elevation (ft)	Number of Antennas	Antenna Manufacturer	Antenna Model	Number of Feed Lines	Feed Line Size (in)
67.0	67.0	3	commscope	FFHH-65C-R3 w/ Mount Pipe	2	1-1/2
		2	commscope	HCS 2.0 Part 1		
		3	nokia	AEHC w/ Mount Pipe		
		3	nokia	AHFIG_TMO		
		3	nokia	AHLOA		
		1	alt	2122S-5(3)		

Table 2 - Other Considered Equipment

Mounting Level (ft)	Center Line Elevation (ft)	Number of Antennas	Antenna Manufacturer	Antenna Model	Number of Feed Lines	Feed Line Size (in)
70.0	70.0	1	federal signal	MOD3012	-	-
57.0	57.0	1	Perfect Vision	PV-MPM-SFA	1	2
		3	commscope	NNH4-65C-R3B-V1 w/ Mount Pipe		
		1	raycap	RCMDC-6627-PF-48		
		3	samsung telecommunications	MT6407-77A w/ Mount Pipe		
		3	samsung telecommunications	RF4439D-25A		
		3	samsung telecommunications	RF4440D-13A		

3) ANALYSIS PROCEDURE

Table 3 - Documents Provided

Document	Reference	Source
4-GEOTECHNICAL REPORTS	3514687	CCISITES
4-TOWER FOUNDATION DRAWINGS/DESIGN/SPECS	3514686	CCISITES
4-TOWER MANUFACTURER DRAWINGS	3771030	CCISITES

3.1) Analysis Method

tnxTower (version 8.1.1.0), a commercially available analysis software package, was used to create a three-dimensional model of the tower and calculate member stresses for various loading cases. Selected output from the analysis is included in Appendix A. When applicable, Crown Castle has calculated and provided the effective area for panel antennas using approved methods following the intent of the TIA-222 standard.

3.2) Assumptions

- 1) Tower and structures were maintained in accordance with the TIA-222 Standard.
- 2) The configuration of antennas, transmission cables, mounts and other appurtenances are as specified in Tables 1 and 2 and the referenced drawings.

This analysis may be affected if any assumptions are not valid or have been made in error. Crown Castle should be notified to determine the effect on the structural integrity of the tower.

4) ANALYSIS RESULTS

Table 4 - Section Capacity (Summary)

Section No.	Elevation (ft)	Component Type	Size	Critical Element	P (K)	SF*P_allow (K)	% Capacity	Pass / Fail
L1	70 - 31.0833	Pole	TP21.9x14.9x0.25	1	-9.473	1035.695	34.3	Pass
L2	31.0833 - 0	Pole	TP27x20.696x0.313	2	-13.748	1649.529	43.2	Pass
							Summary	
						Pole (L2)	43.2	Pass
						Rating =	43.2	Pass

Table 5 - Tower Component Stresses vs. Capacity - LC7

Notes	Component	Elevation (ft)	% Capacity	Pass / Fail
1	Anchor Rods	0	62.7	Pass
1	Base Plate	0	35.8	Pass
1	Base Foundation (Structure)	0	29.8	Pass
1	Base Foundation (Soil Interaction)	0	8.8	Pass

Structure Rating (max from all components) =	62.7%
---	--------------

Notes:

- 1) See additional documentation in "Appendix C – Additional Calculations" for calculations supporting the % capacity consumed.

4.1) Recommendations

The tower and its foundation have sufficient capacity to carry the proposed load configuration. No modifications are required at this time.



WHEN RECORDED RETURN TO:

T-Mobile USA Tower LLC
c/o Post Closing – Recording
1220 Augusta Drive
Houston, TX 77057

Prepared by:
Weiss Brown, PLLC
6263 N. Scottsdale Rd., Suite 340
Scottsdale, AZ 85250

Space above this line for Recorder's Use

A.P.N. City property - not assigned

Prior recorded document(s) in Oklahoma County, Oklahoma:
Original Lease Unrecorded

**MEMORANDUM OF FIRST AMENDMENT TO
AGREEMENT**

This Memorandum of First Amendment to Agreement is made effective this 9th day of March, 2021 by and between CITY OF NICHOLS HILLS, OKLAHOMA, a municipal corporation (hereinafter referred to as "Lessor") and T-MOBILE USA TOWER LLC, a Delaware limited liability company, by and through its Attorney In Fact, CCTMO LLC, a Delaware limited liability company (hereinafter referred to as "Lessee").

1. Lessor and Lessee, as successor in interest to Western PCS I Corporation, a Delaware corporation entered into an Agreement dated January 14, 1997 (the "Agreement") whereby Original Lessee leased certain real property, together with access and utility easements, located in Oklahoma County, Oklahoma from Lessor (the "Leased Premises"), all located within certain real property owned by Lessor ("Lessor's Property"). The Leased Premises is more particularly described on Exhibit A attached hereto.

2. The Agreement commenced on January 15, 1997 and will expire on January 14, 2022.

3. Lessor and Lessee have entered into a First Amendment to Agreement (the "First Amendment"), of which this is a Memorandum, wherein the term of the Agreement was extended to January 14, 2024.

4. The terms, covenants and provisions of the First Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Lessor and Lessee.

5. This Memorandum does not contain the social security number of any person.

6. A copy of the First Amendment is on file with Lessor and Lessee.

IN WITNESS WHEREOF, hereunto and to duplicates hereof, Lessor and Lessee have caused this Memorandum to be duly executed on the day and year first written above.

LESSOR:

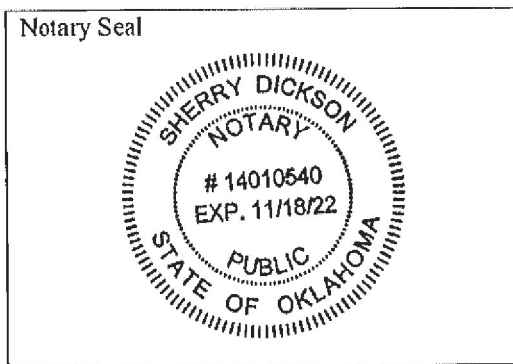
CITY OF NICHOLS HILLS, OKLAHOMA,
a municipal corporation

By: Sody M Clements
Print Name: Sody Clements
Title: Mayor

STATE OF Oklahoma)
)ss.
COUNTY OF Oklahoma)

On this 9th day of March 2021, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Sody Clements, the Mayor of CITY OF NICHOLS HILLS, OKLAHOMA, known or identified to me to be the person whose name is subscribed to the foregoing Memorandum of First Amendment to Agreement, and in due form of law acknowledged that he/she is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.



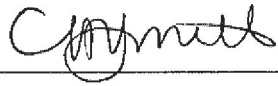
Sherry Dickson
(Signature of Notary)

My Commission Expires: 11-18-22

LESSEE:

T-MOBILE USA TOWER LLC, a Delaware
limited liability company

By: CCTMO LLC, a Delaware limited
liability company
Its: Attorney In Fact

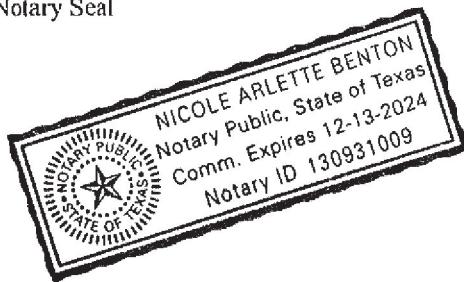
By: 
Print Name: Helen V. Smith
Title: Director

STATE OF Texas)
COUNTY OF Harris) ss.

On this 31 day of March 2021, before me, the subscriber, a Notary Public in
and for said State and County, personally appeared Helen V. Smith, the
Director of CCTMO LLC, known or identified to me to be the
person whose name is subscribed to the foregoing Memorandum of First Amendment to
Agreement, and in due form of law acknowledged that he/she is authorized on behalf of said
company to execute all documents pertaining hereto and acknowledged to me that he/she
executed the same as his/her voluntary act and deed on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said
State and County on the day and year last above written.

Notary Seal




(Signature of Notary)

My Commission Expires: _____

EXHIBIT A
(Legal Description of Leased Premises)

LEASED PREMISES

A tract of land lying in the Northeast Quarter of Section 6, Township 12 North, Range West of the Indian Meridian, Oklahoma County, Oklahoma, and being described as follows:

COMMENCING at the Southeast corner of Lot 2, Block 88 NICHOLS HILLS SUBDIVISION as recorded in Oklahoma County, Oklahoma; THENCE North 30°46'23" West a distance of 224.68 feet to the POINT OF BEGINNING; THENCE North 11°24'50" East a distance of 20.00 feet; THENCE South 78°35'10" East a distance of 20.00 feet; THENCE South 11°24'50" West a distance of 20.00 feet; THENCE North 78°35'10" West a distance of 20.00 feet to the POINT OF BEGINNING.

Said tract contains 400 square feet or 0.0092 acres, more or less.

ACCESS AND UTILITY EASEMENT

A tract of land lying in the Northeast Quarter of Section 6, Township 12 North, Range West of the Indian Meridian, Oklahoma County, Oklahoma, and being described as follows:

A 20.00 feet easement for Ingress and Egress lying 10.00 feet each side of the following described center line. COMMENCING at the Southeast corner of Lot 2, Block 88 Oklahoma County, Oklahoma, THENCE North 07°52'32" West a distance of 353.05 feet to the POINT OF BEGINNING; THENCE North 90°00'00" West a distance of 69.31 feet; THENCE South 08°45'51" West a distance of 144.44 feet; THENCE South 81°14'09" East a distance of 27.02 feet to the POINT OF TERMINATION.



1 EXISTING NORTH VIEW
SCALE: N.T.S.



2 FINAL NORTH VIEW
SCALE: N.T.S.



312 ELM STREET, 10TH FLOOR
CINCINNATI, OH 45202



1500 CORPORATE DRIVE
CANONSBURG, PA 15317



1717 S. BOULDER
SUITE 300
TULSA, OK 74119
PH: (918) 587-4630
www.btgrp.com

T-MOBILE SITE NUMBER:
OK01296F

BU #: **822901**
CAMDEN

6706 NORTH
PENNSYLVANIA AVE.
NICHOLS HILLS, OK, 73159

EXISTING 70'-0"
MONOPOLE

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES./QA
0	1/3/23	MTJ	CONSTRUCTION	MTJ



B&T ENGINEERING, INC.
CA 3590 (PE)
Expires 6/30/24

IT IS A VIOLATION OF LAW FOR ANY PERSON,
UNLESS THEY ARE ACTING UNDER THE DIRECTION
OF A LICENSED PROFESSIONAL ENGINEER,
TO ALTER THIS DOCUMENT.

SHEET NUMBER:

PS-1

REVISION:

0

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1 EXISTING EAST VIEW
SCALE: N.T.S.



2 FINAL EAST VIEW
SCALE: N.T.S.



312 ELM STREET, 10TH FLOOR
CINCINNATI, OH 45202



1500 CORPORATE DRIVE
CANONSBURG, PA 15317



1717 S. BOULDER
SUITE 300
TULSA, OK 74119
PH: (918) 587-4630
www.btgrp.com

T-MOBILE SITE NUMBER:
OK01296F

BU #: **822901**
CAMDEN

6706 NORTH
PENNSYLVANIA AVE.
NICHOLS HILLS, OK, 73159

EXISTING 70'-0"
MONOPOLE

ISSUED FOR:				
REV	DATE	DRWN	DESCRIPTION	DES./QA
0	1/3/23	MTJ	CONSTRUCTION	MTJ



B&T ENGINEERING, INC.
CA 3590 (PE)
Expires 6/30/24

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UNLESS THEY ARE ACTING UNDER THE DIRECTION
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TO ALTER THIS DOCUMENT.

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PS-2

REVISION:

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Page 335 of 443



1 EXISTING SOUTH VIEW
SCALE: N.T.S.



2 FINAL SOUTH VIEW
SCALE: N.T.S.

T-Mobile

312 ELM STREET, 10TH FLOOR
CINCINNATI, OH 45202

CROWN
CASTLE

1500 CORPORATE DRIVE
CANONSBURG, PA 15317

B+T GRP

1717 S. BOULDER
SUITE 300
TULSA, OK 74119
PH: (918) 587-4630
www.btgrp.com

T-MOBILE SITE NUMBER:
OK01296F

BU #: 822901
CAMDEN

6706 NORTH
PENNSYLVANIA AVE.
NICHOLS HILLS, OK, 73159

EXISTING 70'-0"
MONOPOLE

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES./QA
0	1/3/23	MTJ	CONSTRUCTION	MTJ



1/3/23

B&T ENGINEERING, INC.
CA 3590 (PE)
Expires 6/30/24

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UNLESS THEY ARE ACTING UNDER THE DIRECTION
OF A LICENSED PROFESSIONAL ENGINEER,
TO ALTER THIS DOCUMENT.

SHEET NUMBER:

PS-3

REVISION:

0



1 EXISTING WEST VIEW
SCALE: N.T.S.



2 FINAL WEST VIEW
SCALE: N.T.S.

T-Mobile

312 ELM STREET, 10TH FLOOR
CINCINNATI, OH 45202

CROWN
CASTLE

1500 CORPORATE DRIVE
CANONSBURG, PA 15317

B+T GRP

1717 S. BOULDER
SUITE 300
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PH: (918) 587-4630
www.btgrp.com

T-MOBILE SITE NUMBER:
OK01296F

BU #: 822901
CAMDEN

6706 NORTH
PENNSYLVANIA AVE.
NICHOLS HILLS, OK, 73159

EXISTING 70'-0"
MONOPOLE

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES./QA
0	1/3/23	MTJ	CONSTRUCTION	MTJ



1/3/23

B&T ENGINEERING, INC.
CA 3590 (PE)
Expires 6/30/24

IT IS A VIOLATION OF LAW FOR ANY PERSON,
UNLESS THEY ARE ACTING UNDER THE DIRECTION
OF A LICENSED PROFESSIONAL ENGINEER,
TO ALTER THIS DOCUMENT.

SHEET NUMBER:

PS-4

REVISION:

0

CROWN CASTLE USA INC. SITE ACTIVITY REQUIREMENTS:

1. NOTICE TO PROCEED-- NO WORK SHALL COMMENCE PRIOR TO CROWN CASTLE USA INC. WRITTEN NOTICE TO PROCEED (NTP) AND THE ISSUANCE OF A PURCHASE ORDER. PRIOR TO ACCESSING/ENTERING THE SITE YOU MUST CONTACT THE CROWN CASTLE USA INC. NOC AT 800-788-7011 & THE CROWN CASTLE USA INC. CONSTRUCTION MANAGER.
2. "LOOK UP" -- CROWN CASTLE USA INC. SAFETY CLIMB REQUIREMENT:
THE INTEGRITY OF THE SAFETY CLIMB AND ALL COMPONENTS OF THE CLIMBING FACILITY SHALL BE CONSIDERED DURING ALL STAGES OF DESIGN, INSTALLATION, AND INSPECTION. TOWER MODIFICATION, MOUNT REINFORCEMENTS, AND/OR EQUIPMENT INSTALLATIONS SHALL NOT COMPROMISE THE INTEGRITY OR FUNCTIONAL USE OF THE SAFETY CLIMB OR ANY COMPONENTS OF THE CLIMBING FACILITY ON THE STRUCTURE. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO: PINCHING OF THE WIRE ROPE, BENDING OF THE WIRE ROPE FROM ITS SUPPORTS, DIRECT CONTACT OR CLOSE PROXIMITY TO THE WIRE ROPE WHICH MAY CAUSE FRICTIONAL WEAR, IMPACT TO THE ANCHORAGE POINTS IN ANY WAY, OR TO IMPEDE/BLOCK ITS INTENDED USE, ANY COMPROMISED SAFETY CLIMB, INCLUDING EXISTING CONDITIONS MUST BE TAGGED OUT AND REPORTED TO YOUR CROWN CASTLE USA INC. POC OR CALL THE NOC TO GENERATE A SAFETY CLIMB MAINTENANCE AND CONTRACTOR NOTICE TICKET.
3. PRIOR TO THE START OF CONSTRUCTION, ALL REQUIRED JURISDICTIONAL PERMITS SHALL BE OBTAINED. THIS INCLUDES, BUT IS NOT LIMITED TO, BUILDING, ELECTRICAL, MECHANICAL, FIRE, FLOOD ZONE, ENVIRONMENTAL, AND ZONING. AFTER ONSITE ACTIVITIES AND CONSTRUCTION ARE COMPLETED, ALL REQUIRED PERMITS SHALL BE SATISFIED AND CLOSED OUT ACCORDING TO LOCAL JURISDICTIONAL REQUIREMENTS.
4. ALL CONSTRUCTION MEANS AND METHODS; INCLUDING BUT NOT LIMITED TO, ERECTION PLANS, RIGGING PLANS, CLIMBING PLANS, AND RIGGING PLANS SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR RESPONSIBLE FOR THE EXECUTION OF THE WORK CONTAINED HEREIN, AND SHALL MEET ANSI/ASSE A10.48 (LATEST EDITION); FEDERAL, STATE, AND LOCAL REGULATIONS; AND ANY APPLICABLE INDUSTRY CONSENSUS STANDARDS RELATED TO THE CONSTRUCTION ACTIVITIES BEING PERFORMED. ALL RIGGING PLANS SHALL ADHERE TO ANSI/ASSE A10.48 (LATEST EDITION) AND CROWN CASTLE USA INC. STANDARD CED--STD-10253, INCLUDING THE REQUIRED INVOLVEMENT OF A QUALIFIED ENGINEER FOR CLASS IV CONSTRUCTION, TO CERTIFY THE SUPPORTING STRUCTURE(S) IN ACCORDANCE WITH ANSI/TIA--322 (LATEST EDITION).
5. ALL SITE WORK TO COMPLY WITH QAS--STD-10068 "INSTALLATION STANDARDS FOR CONSTRUCTION ACTIVITIES ON CROWN CASTLE USA INC. TOWER SITE," CED--STD-10294 "STANDARD FOR INSTALLATION OF MOUNTS AND APPURTENANCES," AND LATEST VERSION OF ANSI/TIA-1019-A-2012 "STANDARD FOR INSTALLATION, ALTERATION, AND MAINTENANCE OF ANTENNA SUPPORTING STRUCTURES AND ANTENNAS."
6. IF THE SPECIFIED EQUIPMENT CAN NOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY CROWN CASTLE USA INC. PRIOR TO PROCEEDING WITH ANY SUCH CHANGE OF INSTALLATION.
7. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
8. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
9. THE CONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES PRIOR TO THE START OF CONSTRUCTION.
10. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY CONTRACTOR. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR DRILLING PIERS AROUND OR NEAR UTILITIES. CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS WILL INCLUDE BUT NOT BE LIMITED TO A) FALL PROTECTION B) CONFINED SPACE C) ELECTRICAL SAFETY D) TRENCHING AND EXCAVATION E) CONSTRUCTION SAFETY PROCEDURES.
11. ALL SITE WORK SHALL BE AS INDICATED ON THE STAMPED CONSTRUCTION DRAWINGS AND PROJECT SPECIFICATIONS, LATEST APPROVED REVISION.
12. CONTRACTOR SHALL KEEP THE SITE FREE FROM ACCUMULATING WASTE MATERIAL, DEBRIS, AND TRASH AT THE COMPLETION OF THE WORK. IF NECESSARY, RUBBISH, STUMPS, DEBRIS, STICKS, STONES AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.
13. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED OR OTHERWISE DISCONTINUED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF CONTRACTOR, TOWER OWNER, CROWN CASTLE USA INC., AND/OR LOCAL UTILITIES.
14. THE CONTRACTOR SHALL PROVIDE SITE SIGNAGE IN ACCORDANCE WITH THE TECHNICAL SPECIFICATION FOR SITE SIGNAGE REQUIRED BY LOCAL JURISDICTION AND SIGNAGE REQUIRED ON INDIVIDUAL PIECES OF EQUIPMENT, ROOMS, AND SHELTERS.
15. THE SITE SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE CARRIER'S EQUIPMENT AND TOWER AREAS.
16. THE SUB GRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.
17. THE AREAS OF THE OWNERS PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, EQUIPMENT OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE, AND STABILIZED TO PREVENT EROSION AS SPECIFIED ON THE CONSTRUCTION DRAWINGS AND/OR PROJECT SPECIFICATIONS.
18. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE LOCAL GUIDELINES FOR EROSION AND SEDIMENT CONTROL.
19. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF OWNER.
20. CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.
21. CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION. TRASH AND DEBRIS SHOULD BE REMOVED FROM SITE ON A DAILY BASIS.
22. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.

GREENFIELD GROUNDING NOTES:

1. ALL GROUND ELECTRODE SYSTEMS (INCLUDING TELECOMMUNICATION, RADIO, LIGHTNING PROTECTION AND AC POWER GES'S) SHALL BE BONDED TOGETHER AT OR BELOW GRADE, BY TWO OR MORE COPPER BONDING CONDUCTORS IN ACCORDANCE WITH THE NEC.
2. THE CONTRACTOR SHALL PERFORM IEEE FALL-OF-POTENTIAL RESISTANCE TO EARTH TESTING (PER IEEE 1100 AND 81) FOR GROUND ELECTRODE SYSTEMS, THE CONTRACTOR SHALL FURNISH AND INSTALL SUPPLEMENTAL GROUND ELECTRODES AS NEEDED TO ACHIEVE A TEST RESULT OF 5 OHMS OR LESS.
3. THE CONTRACTOR IS RESPONSIBLE FOR PROPERLY SEQUENCING GROUNDING AND UNDERGROUND CONDUIT INSTALLATION AS TO PREVENT ANY LOSS OF CONTINUITY IN THE GROUNDING SYSTEM OR DAMAGE TO THE CONDUIT AND PROVIDE TESTING RESULTS.
4. METAL CONDUIT AND TRAY SHALL BE GROUNDED AND MADE ELECTRICALLY CONTINUOUS WITH LISTED BONDING FITTINGS OR BY BONDING ACROSS THE DISCONTINUITY WITH #6 COPPER WIRE UL APPROVED GROUNDING TYPE CONDUIT CLAMPS.
5. METAL RACEWAY SHALL NOT BE USED AS THE NEC REQUIRED EQUIPMENT GROUND CONDUCTOR. STRANDED COPPER CONDUCTORS WITH GREEN INSULATION, SIZED IN ACCORDANCE WITH THE NEC, SHALL BE FURNISHED AND INSTALLED WITH THE POWER CIRCUITS TO BTS EQUIPMENT.
6. EACH CABINET FRAME SHALL BE DIRECTLY CONNECTED TO THE MASTER GROUND BAR WITH GREEN INSULATED SUPPLEMENTAL EQUIPMENT GROUND WIRES, #6 STRANDED COPPER OR LARGER FOR INDOOR BTS; #2 BARE SOLID TINNED COPPER FOR OUTDOOR BTS.
7. CONNECTIONS TO THE GROUND BUS SHALL NOT BE DOUBLED UP OR STACKED BACK TO BACK CONNECTIONS ON OPPOSITE SIDE OF THE GROUND BUS ARE PERMITTED.
8. ALL EXTERIOR GROUND CONDUCTORS BETWEEN EQUIPMENT/GROUND BARS AND THE GROUND RING SHALL BE #2 SOLID TINNED COPPER UNLESS OTHERWISE INDICATED.
9. ALUMINUM CONDUCTOR OR COPPER CLAD STEEL CONDUCTOR SHALL NOT BE USED FOR GROUNDING CONNECTIONS.
10. USE OF 90° BENDS IN THE PROTECTION GROUNDING CONDUCTORS SHALL BE AVOIDED WHEN 45° BENDS CAN BE ADEQUATELY SUPPORTED.
11. EXOTHERMIC WELDS SHALL BE USED FOR ALL GROUNDING CONNECTIONS BELOW GRADE.
12. ALL GROUND CONNECTIONS ABOVE GRADE (INTERIOR AND EXTERIOR) SHALL BE FORMED USING HIGH PRESS CRIMPS.
13. COMPRESSION GROUND CONNECTIONS MAY BE REPLACED BY EXOTHERMIC WELD CONNECTIONS.
14. ICE BRIDGE BONDING CONDUCTORS SHALL BE EXOTHERMICALLY BONDED OR BOLTED TO THE BRIDGE AND THE TOWER GROUND BAR.
15. APPROVED ANTIOXIDANT COATINGS (i.e. CONDUCTIVE GEL OR PASTE) SHALL BE USED ON ALL COMPRESSION AND BOLTED GROUND CONNECTIONS.
16. ALL EXTERIOR GROUND CONNECTIONS SHALL BE COATED WITH A CORROSION RESISTANT MATERIAL.
17. MISCELLANEOUS ELECTRICAL AND NON-ELECTRICAL METAL BOXES, FRAMES AND SUPPORTS SHALL BE BONDED TO THE GROUND RING, IN ACCORDANCE WITH THE NEC.
18. BOND ALL METALLIC OBJECTS WITHIN 6 ft OF MAIN GROUND RING WITH (1) #2 BARE SOLID TINNED COPPER GROUND CONDUCTOR.
19. GROUND CONDUCTORS USED FOR THE FACILITY GROUNDING AND LIGHTNING PROTECTION SYSTEMS SHALL NOT BE ROUTED THROUGH METALLIC OBJECTS THAT FORM A RING AROUND THE CONDUCTOR, SUCH AS METALLIC CONDUITS, METAL SUPPORT CLIPS OR SLEEVES THROUGH WALLS OR FLOORS. WHEN IT IS REQUIRED TO BE HOUSED IN CONDUIT TO MEET CODE REQUIREMENTS OR LOCAL CONDITIONS, NON-METALLIC MATERIAL SUCH AS PVC CONDUIT SHALL BE USED. WHERE USE OF METAL CONDUIT IS UNAVOIDABLE (i.e., NONMETALLIC CONDUIT PROHIBITED BY LOCAL CODE) THE GROUND CONDUCTOR SHALL BE BONDED TO EACH END OF THE METAL CONDUIT.
20. ALL GROUNDS THAT TRANSITION FROM BELOW GRADE TO ABOVE GRADE MUST BE #2 BARE SOLID TINNED COPPER IN 3/4" NON-METALLIC, FLEXIBLE CONDUIT FROM 24" BELOW GRADE TO WITHIN 3" TO 6" OF CAD-WELD TERMINATION POINT. THE EXPOSED END OF THE CONDUIT MUST BE SEALED WITH SILICONE CAULK. (ADD TRANSITIONING GROUND STANDARD DETAIL AS WELL).
21. BUILDINGS WHERE THE MAIN GROUNDING CONDUCTORS ARE REQUIRED TO BE ROUTED TO GRADE, THE CONTRACTOR SHALL ROUTE TWO GROUNDING CONDUCTORS FROM THE ROOFTOP, TOWERS, AND WATER TOWERS GROUNDING RING, TO THE EXISTING GROUNDING SYSTEM, THE GROUNDING CONDUCTORS SHALL NOT BE SMALLER THAN 2/0 COPPER. ROOFTOP GROUNDING RING SHALL BE BONDED TO THE EXISTING GROUNDING SYSTEM, THE BUILDING STEEL COLUMNS, LIGHTNING PROTECTION SYSTEM, AND BUILDING MAIN WATER LINE (FERROUS OR NONFERROUS METAL PIPING ONLY).

GENERAL NOTES:

1. FOR THE PURPOSE OF CONSTRUCTION DRAWING, THE FOLLOWING DEFINITIONS SHALL APPLY:
CONTRACTOR: GENERAL CONTRACTOR RESPONSIBLE FOR CONSTRUCTION
CARRIER: T-MOBILE
TOWER OWNER: CROWN CASTLE USA INC.
2. THESE DRAWINGS HAVE BEEN PREPARED USING STANDARDS OF PROFESSIONAL CARE AND COMPLETENESS NORMALLY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY REPUTABLE ENGINEERS IN THIS OR SIMILAR LOCALITIES. IT IS ASSUMED THAT THE WORK DEPICTED WILL BE PERFORMED BY AN EXPERIENCED CONTRACTOR AND/OR WORKPEOPLE WHO HAVE A WORKING KNOWLEDGE OF THE APPLICABLE CODE STANDARDS AND REQUIREMENTS AND OF INDUSTRY ACCEPTED STANDARD GOOD PRACTICE. AS NOT EVERY CONDITION OR ELEMENT IS (OR CAN BE) EXPLICITLY SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL USE INDUSTRY ACCEPTED STANDARD GOOD PRACTICE FOR MISCELLANEOUS WORK NOT EXPLICITLY SHOWN.
3. THESE DRAWINGS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE MEANS OR METHODS OF CONSTRUCTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY FOR PROTECTION OF LIFE AND PROPERTY DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO, BRACING, FORMWORK, SHORING, ETC. SITE VISITS BY THE ENGINEER OR HIS REPRESENTATIVE WILL NOT INCLUDE INSPECTION OF THESE ITEMS AND IS FOR STRUCTURAL OBSERVATION OF THE FINISHED STRUCTURE ONLY.
4. NOTES AND DETAILS IN THE CONSTRUCTION DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS. WHERE NO DETAILS ARE SHOWN, CONSTRUCTION SHALL CONFORM TO SIMILAR WORK ON THE PROJECT, AND/OR AS PROVIDED FOR IN THE CONTRACT DOCUMENTS. WHERE DISCREPANCIES OCCUR BETWEEN PLANS, DETAILS, GENERAL NOTES, AND SPECIFICATIONS, THE GREATER, MORE STRICT REQUIREMENTS, SHALL GOVERN. IF FURTHER CLARIFICATION IS REQUIRED CONTACT THE ENGINEER OF RECORD.
5. SUBSTANTIAL EFFORT HAS BEEN MADE TO PROVIDE ACCURATE DIMENSIONS AND MEASUREMENTS ON THE DRAWINGS TO ASSIST IN THE FABRICATION AND/OR PLACEMENT OF CONSTRUCTION ELEMENTS BUT IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY THE DIMENSIONS, MEASUREMENTS, AND/OR CLEARANCES SHOWN IN THE CONSTRUCTION DRAWINGS PRIOR TO FABRICATION OR CUTTING OF ANY NEW OR EXISTING CONSTRUCTION ELEMENTS. IF IT IS DETERMINED THAT THERE ARE DISCREPANCIES AND/OR CONFLICTS WITH THE CONSTRUCTION DRAWINGS THE ENGINEER OF RECORD IS TO BE NOTIFIED AS SOON AS POSSIBLE.
6. PRIOR TO THE SUBMISSION OF BIDS, THE BIDDING CONTRACTOR SHALL VISIT THE CELL SITE TO FAMILIARIZE WITH THE EXISTING CONDITIONS AND TO CONFIRM THAT THE WORK CAN BE ACCOMPLISHED AS SHOWN ON THE CONSTRUCTION DRAWINGS. ANY DISCREPANCY FOUND SHALL BE BROUGHT TO THE ATTENTION OF CROWN CASTLE.
7. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
8. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
9. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
10. IF THE SPECIFIED EQUIPMENT CAN NOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY THE CARRIER AND CROWN CASTLE PRIOR TO PROCEEDING WITH ANY SUCH CHANGE OF INSTALLATION.
11. CONTRACTOR IS TO PERFORM A SITE INVESTIGATION AND IS TO DETERMINE THE BEST ROUTING OF ALL CONDUITS FOR POWER, AND TELCO AND FOR GROUNDING CABLES AS SHOWN IN THE POWER, TELCO, AND GROUNDING PLAN DRAWINGS.
12. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF CROWN CASTLE USA INC.
13. CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.
14. CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION. TRASH AND DEBRIS SHOULD BE REMOVED FROM SITE ON A DAILY BASIS.

CONCRETE, FOUNDATIONS, AND REINFORCING STEEL:

1. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACI 301, ACI 318, ACI 336, ASTM A184, ASTM A185 AND THE DESIGN AND CONSTRUCTION SPECIFICATION FOR CAST-IN-PLACE CONCRETE.
2. UNLESS NOTED OTHERWISE, SOIL BEARING PRESSURE USED FOR DESIGN OF SLABS AND FOUNDATIONS IS ASSUMED TO BE 1000 psf.
3. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH (f'c) OF 3000 psi AT 28 DAYS, UNLESS NOTED OTHERWISE. NO MORE THAN 90 MINUTES SHALL ELAPSE FROM BATCH TIME TO TIME OF PLACEMENT UNLESS APPROVED BY THE ENGINEER OF RECORD. TEMPERATURE OF CONCRETE SHALL NOT EXCEED 90°F AT TIME OF PLACEMENT.
4. CONCRETE EXPOSED TO FREEZE--THAW CYCLES SHALL CONTAIN AIR ENTRAINING ADMIXTURES. AMOUNT OF AIR ENTRAINMENT TO BE BASED ON SIZE OF AGGREGATE AND F3 CLASS EXPOSURE (VERY SEVERE). CEMENT USED TO BE TYPE II PORTLAND CEMENT WITH A MAXIMUM WATER-TO-CEMENT RATIO (W/C) OF 0.45.
5. ALL STEEL REINFORCING SHALL CONFORM TO ASTM A615, ALL WELDED WIRE FABRIC (WWF) SHALL CONFORM TO ASTM A185, ALL SPLICES SHALL BE CLASS "B" TENSION SPLICES, UNLESS NOTED OTHERWISE. ALL HOOKS SHALL BE STANDARD 90 DEGREE HOOKS, UNLESS NOTED OTHERWISE. YIELD STRENGTH (fy) OF STANDARD DEFORMED BARS ARE AS FOLLOWS:
#4 BARS AND SMALLER.....40 ksi
#5 BARS AND LARGER.....60 ksi
6. THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL UNLESS SHOWN OTHERWISE ON DRAWINGS:
CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH.....3"
CONCRETE EXPOSED TO EARTH OR WEATHER:
#6 BARS AND LARGER.....2"
#5 BARS AND SMALLER.....1-1/2"
SLAB AND WALLS.....3/4"
BEAMS AND COLUMNS.....1-1/2"
7. A TOOLED EDGE OR A 3/4" CHAMFER SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE, UNLESS NOTED OTHERWISE, IN ACCORDANCE WITH ACI 301 SECTION 4.2.4.

ELECTRICAL INSTALLATION NOTES:

1. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS, NEC AND ALL APPLICABLE FEDERAL, STATE, AND LOCAL CODES/ORDINANCES.
2. CONDUIT ROUTINGS ARE SCHEMATIC. CONTRACTOR SHALL INSTALL CONDUITS SO THAT ACCESS TO EQUIPMENT IS NOT BLOCKED AND TRIP HAZARDS ARE ELIMINATED.
3. WIRING, RACEWAY AND SUPPORT METHODS AND MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE NEC.
4. ALL CIRCUITS SHALL BE SEGREGATED AND MAINTAIN MINIMUM CABLE SEPARATION AS REQUIRED BY THE NEC.
 - 4.1. ALL EQUIPMENT SHALL BEAR THE UNDERWRITERS LABORATORIES LABEL OF APPROVAL, AND SHALL CONFORM TO REQUIREMENT OF THE NATIONAL ELECTRICAL CODE.
 - 4.2. ALL OVERCURRENT DEVICES SHALL HAVE AN INTERRUPTING CURRENT RATING THAT SHALL BE GREATER THAN THE SHORT CIRCUIT CURRENT TO WHICH THEY ARE SUBJECTED, 22,000 AIC MINIMUM. VERIFY AVAILABLE SHORT CIRCUIT CURRENT DOES NOT EXCEED THE RATING OF ELECTRICAL EQUIPMENT IN ACCORDANCE WITH ARTICLE 110.24 NEC OR THE MOST CURRENT ADOPTED CODE PRE THE GOVERNING JURISDICTION.
5. EACH END OF EVERY POWER PHASE CONDUCTOR, GROUNDING CONDUCTOR, AND TELCO CONDUCTOR OR CABLE SHALL BE LABELED WITH COLOR--CODED INSULATION OR ELECTRICAL TAPE (3M BRAND, 1/2" PLASTIC ELECTRICAL TAPE WITH UV PROTECTION, OR EQUAL). THE IDENTIFICATION METHOD SHALL CONFORM WITH NEC AND OSHA.
6. ALL ELECTRICAL COMPONENTS SHALL BE CLEARLY LABELED WITH LAMICOID TAGS SHOWING THEIR RATED VOLTAGE, PHASE CONFIGURATION, WIRE CONFIGURATION, POWER OR AMPACITY RATING AND BRANCH CIRCUIT ID NUMBERS (i.e. PANEL BOARD AND CIRCUIT ID'S)
7. PANEL BOARDS (ID NUMBERS) SHALL BE CLEARLY LABELED WITH PLASTIC LABELS.
8. ALL THE WRAPS SHALL BE CUT FLUSH WITH APPROVED CUTTING TOOL TO REMOVE SHARP EDGES.
9. ALL POWER AND EQUIPMENT GROUND WIRING IN TUBING OR CONDUIT SHALL BE SINGLE COPPER CONDUCTOR (#14 OR LARGER) WITH TYPE THHW, THWN, THWN--2, XHHW, XHHW--2, THW, THW--2, RHW, OR RHW--2 INSULATION UNLESS OTHERWISE SPECIFIED.
10. SUPPLEMENTAL EQUIPMENT GROUND WIRING LOCATED INDOORS SHALL BE SINGLE COPPER CONDUCTOR (#6 OR LARGER) WITH TYPE THHW, THWN, THWN--2, XHHW, XHHW--2, THW, THW--2, RHW, OR RHW--2 INSULATION UNLESS OTHERWISE SPECIFIED.
11. POWER AND CONTROL WIRING IN FLEXIBLE CORD SHALL BE MULTI--CONDUCTOR, TYPE SOOW CORD (#14 OR LARGER) UNLESS OTHERWISE SPECIFIED.
12. POWER AND CONTROL WIRING FOR USE IN CABLE TRAY SHALL BE MULTI--CONDUCTOR, TYPE TC CABLE (#14 OR LARGER), WITH TYPE THHW, THWN, THWN--2, XHHW, XHHW--2, THW, THW--2, RHW, OR RHW--2 INSULATION UNLESS OTHERWISE SPECIFIED.
13. ALL POWER AND GROUNDING CONNECTIONS SHALL BE CRIMP--STYLE, COMPRESSION WIRE LUGS AND WIRE NUTS BY THOMAS AND BETTS (OR EQUAL). LUGS AND WIRE NUTS SHALL BE RATED FOR OPERATION NOT LESS THAN 75° C (90° C IF AVAILABLE).
14. RACEWAY AND CABLE TRAY SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE AND NEC.
15. ELECTRICAL METALLIC TUBING (EMT), INTERMEDIATE METAL CONDUIT (IMC), OR RIGID METAL CONDUIT (RMC) SHALL BE USED FOR EXPOSED INDOOR LOCATIONS.
16. ELECTRICAL METALLIC TUBING (EMT) OR METAL--CLAD CABLE (MC) SHALL BE USED FOR CONCEALED INDOOR LOCATIONS.
17. UNDERGROUND CONDUIT SHALL BE SCHEDULE 40 PVC ON STRAIGHTS AND SCHEDULE 80 PVC UNDER ALL TRAFFIC EASEMENTS AND ALL ELBOWS/90° ABOVE GRADE CONDUIT TO BE SCH 80 PVC OR IMC/RMC CONDUIT. EMT IS ALLOWED AT STUB UP LOCATIONS AND INDOORS ONLY.
18. LIQUID--TIGHT FLEXIBLE METALLIC CONDUIT (LIQUID--TITE FLEX) SHALL BE USED INDOORS AND OUTDOORS, WHERE VIBRATION OCCURS OR FLEXIBILITY IS NEEDED.
19. CONDUIT AND TUBING FITTINGS SHALL BE THREADED OR COMPRESSION--TYPE AND APPROVED FOR THE LOCATION USED. SET SCREW FITTINGS ARE NOT ACCEPTABLE.
20. CABINETS, BOXES AND WIRE WAYS SHALL BE LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE AND THE NEC.
21. WIREWAYS SHALL BE METAL WITH AN ENAMEL FINISH AND INCLUDE A HINGED COVER, DESIGNED TO SWING OPEN DOWNWARDS (WIREMOLD SPECIMATE WIREWAY).
22. SLOTTED WIRING DUCT SHALL BE PVC AND INCLUDE COVER (PANDUIT TYPE E OR EQUAL).
23. CONDUITS SHALL BE FASTENED SECURELY IN PLACE WITH APPROVED NON--PERFORATED STRAPS AND HANGERS. EXPLOSIVE DEVICES (i.e. POWDER--ACTUATED) FOR ATTACHING HANGERS TO STRUCTURE WILL NOT BE PERMITTED. CLOSELY FOLLOW THE LINES OF THE STRUCTURE, MAINTAIN CLOSE PROXIMITY TO THE STRUCTURE AND KEEP CONDUITS IN TIGHT ENVELOPES. CHANGES IN DIRECTION TO ROUTE AROUND OBSTACLES SHALL BE MADE WITH CONDUIT OUTLET BODIES. CONDUIT SHALL BE INSTALLED IN A NEAT AND WORKMANLIKE MANNER, PARALLEL AND PERPENDICULAR TO STRUCTURE WALL AND CEILING LINES. ALL CONDUIT SHALL BE FISHED TO CLEAR OBSTRUCTIONS. ENDS OF CONDUITS SHALL BE TEMPORARILY CAPPED FLUSH TO FINISH GRADE TO PREVENT CONCRETE, PLASTER OR DIRT FROM ENTERING. CONDUITS SHALL BE RIGIDLY CLAMPED TO BOXES BY GALVANIZED MALLEABLE IRON BUSHING ON INSIDE AND GALVANIZED MALLEABLE IRON LOCKNUT ON OUTSIDE AND INSIDE.
24. EQUIPMENT CABINETS, TERMINAL BOXES, JUNCTION BOXES AND PULL BOXES SHALL BE GALVANIZED OR EPOXY--COATED SHEET STEEL. SHALL MEET OR EXCEED UL 50 AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND NEMA 3R (OR BETTER) FOR EXTERIOR LOCATIONS.
25. METAL RECEPTACLE, SWITCH AND DEVICE BOXES SHALL BE GALVANIZED, EPOXY--COATED OR NON--CORRODING; SHALL MEET OR EXCEED UL 514A AND NEMA OS 1 AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND WEATHER PROTECTED (WP OR BETTER) FOR EXTERIOR LOCATIONS.
26. NONMETALLIC RECEPTACLE, SWITCH AND DEVICE BOXES SHALL MEET OR EXCEED NEMA OS 2 (NEWEST REVISION) AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND WEATHER PROTECTED (WP OR BETTER) FOR EXTERIOR LOCATIONS.
27. THE CONTRACTOR SHALL NOTIFY AND OBTAIN NECESSARY AUTHORIZATION FROM THE CARRIER AND/OR CROWN CASTLE USA INC. BEFORE COMMENCING WORK ON THE AC POWER DISTRIBUTION PANELS.
28. THE CONTRACTOR SHALL PROVIDE NECESSARY TAGGING ON THE BREAKERS, CABLES AND DISTRIBUTION PANELS IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS TO SAFEGUARD LIFE AND PROPERTY.
29. INSTALL LAMICOID LABEL ON THE METER CENTER TO SHOW "T--MOBILE".
30. ALL EMPTY/SPARE CONDUITS THAT ARE INSTALLED ARE TO HAVE A METERED MULE TAPE PULL CORD INSTALLED.

CONDUCTOR COLOR CODE		
SYSTEM	CONDUCTOR	COLOR
120/240V, 1Ø	A PHASE	BLACK
	B PHASE	RED
	NEUTRAL	WHITE
	GROUND	GREEN
120/208V, 3Ø	A PHASE	BLACK
	B PHASE	RED
	C PHASE	BLUE
	NEUTRAL	WHITE
277/480V, 3Ø	A PHASE	BROWN
	B PHASE	ORANGE OR PURPLE
	C PHASE	YELLOW
	NEUTRAL	GREY
DC VOLTAGE	GROUND	GREEN
	POS (+)	RED**
	NEG (-)	BLACK**

* SEE NEC 210.5(C)(1) AND (2)
** POLARITY MARKED AT TERMINATION

ABBREVIATIONS:

ANT	ANTENNA
(E)	EXISTING
FIF	FACILITY INTERFACE FRAME
GEN	GENERATOR
GPS	GLOBAL POSITIONING SYSTEM
GSM	GLOBAL SYSTEM FOR MOBILE
LTE	LONG TERM EVOLUTION
MGB	MASTER GROUND BAR
MW	MICROWAVE
(N)	NEW
NEC	NATIONAL ELECTRIC CODE
(P)	PROPOSED
PP	POWER PLANT
QTY	QUANTITY
RECT	RECTIFIER
RBS	RADIO BASE STATION
RET	REMOTE ELECTRIC TILT
RFDS	RADIO FREQUENCY DATA SHEET
RRH	REMOTE RADIO HEAD
RRU	REMOTE RADIO UNIT
SIAD	SMART INTEGRATED DEVICE
TMA	TOWER MOUNTED AMPLIFIER
TYP	TYPICAL
UMTS	UNIVERSAL MOBILE TELECOMMUNICATIONS SYSTEM
W.P.	WORK POINT

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CANONSBURG, PA 15317



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SUITE 300
TULSA, OK 74119
PH: (918) 587-4630
www.btgrp.com

T-MOBILE SITE NUMBER:
OK01296F

BU #: 822901
CAMDEN

6706 NORTH
PENNSYLVANIA AVE.
NICHOLS HILLS, OK, 73159

EXISTING 70'-0"
MONOPOLE

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES./QA
0	8/16/22	MEH	CONSTRUCTION	LR
1	8/18/22	YX	CONSTRUCTION	LR
2	12/9/22	MTJ	CONSTRUCTION	MTJ



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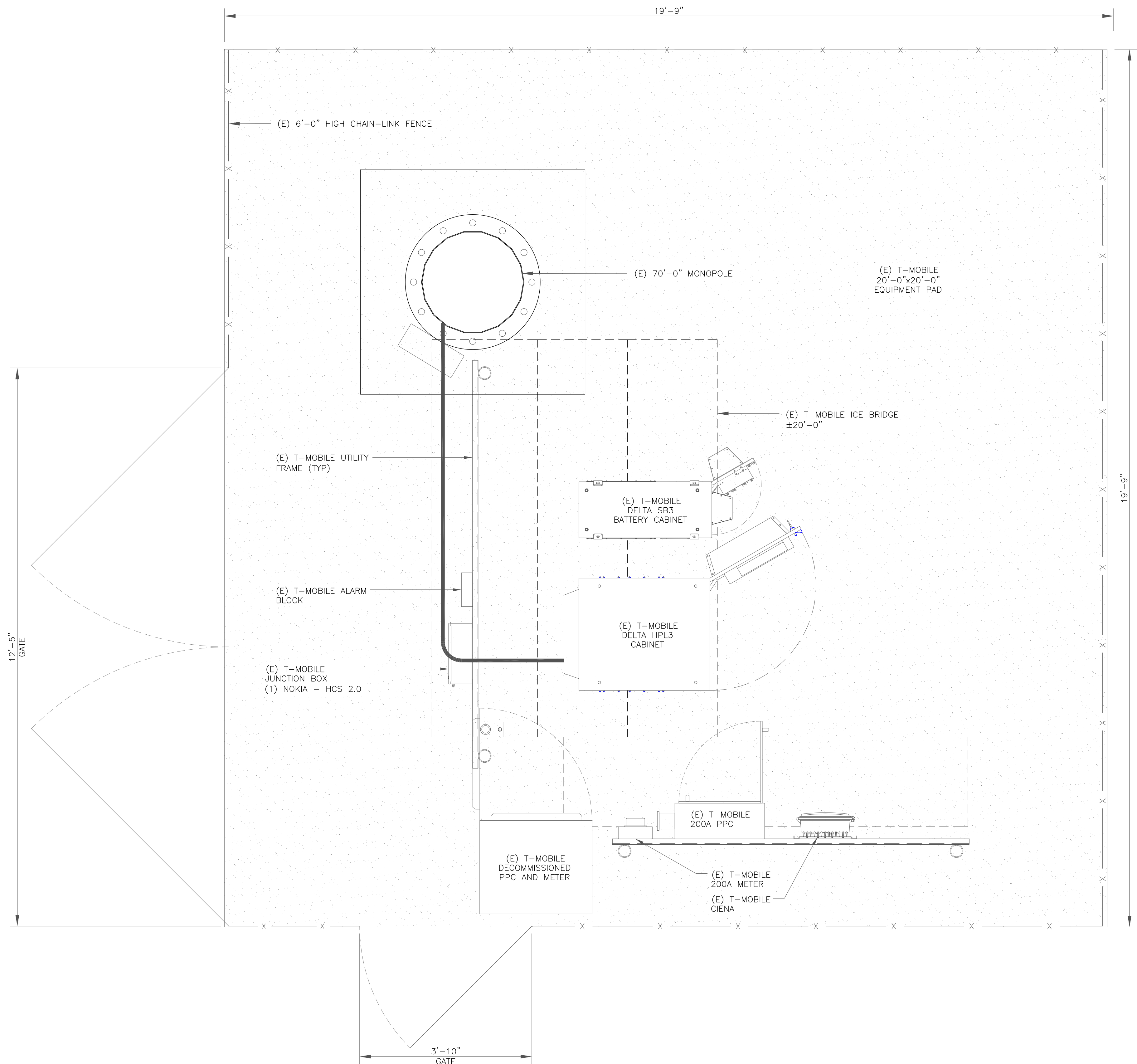
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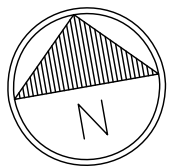
REVISION:

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1 SITE PLAN
SCALE: 3/4"=1'-0" (FULL SIZE)
3/8"=1'-0" (11x17)



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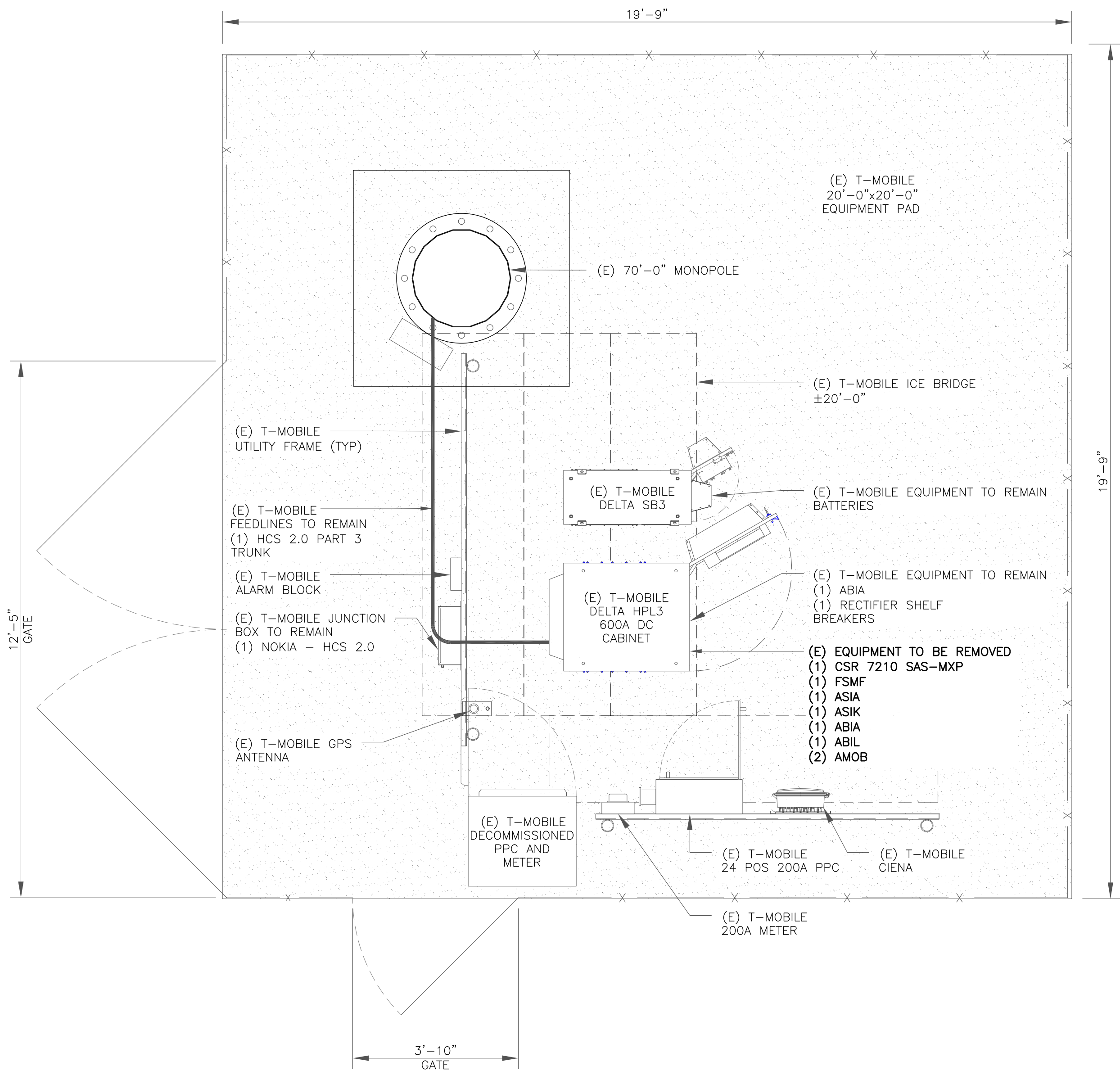
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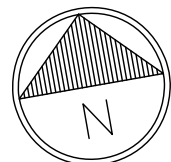
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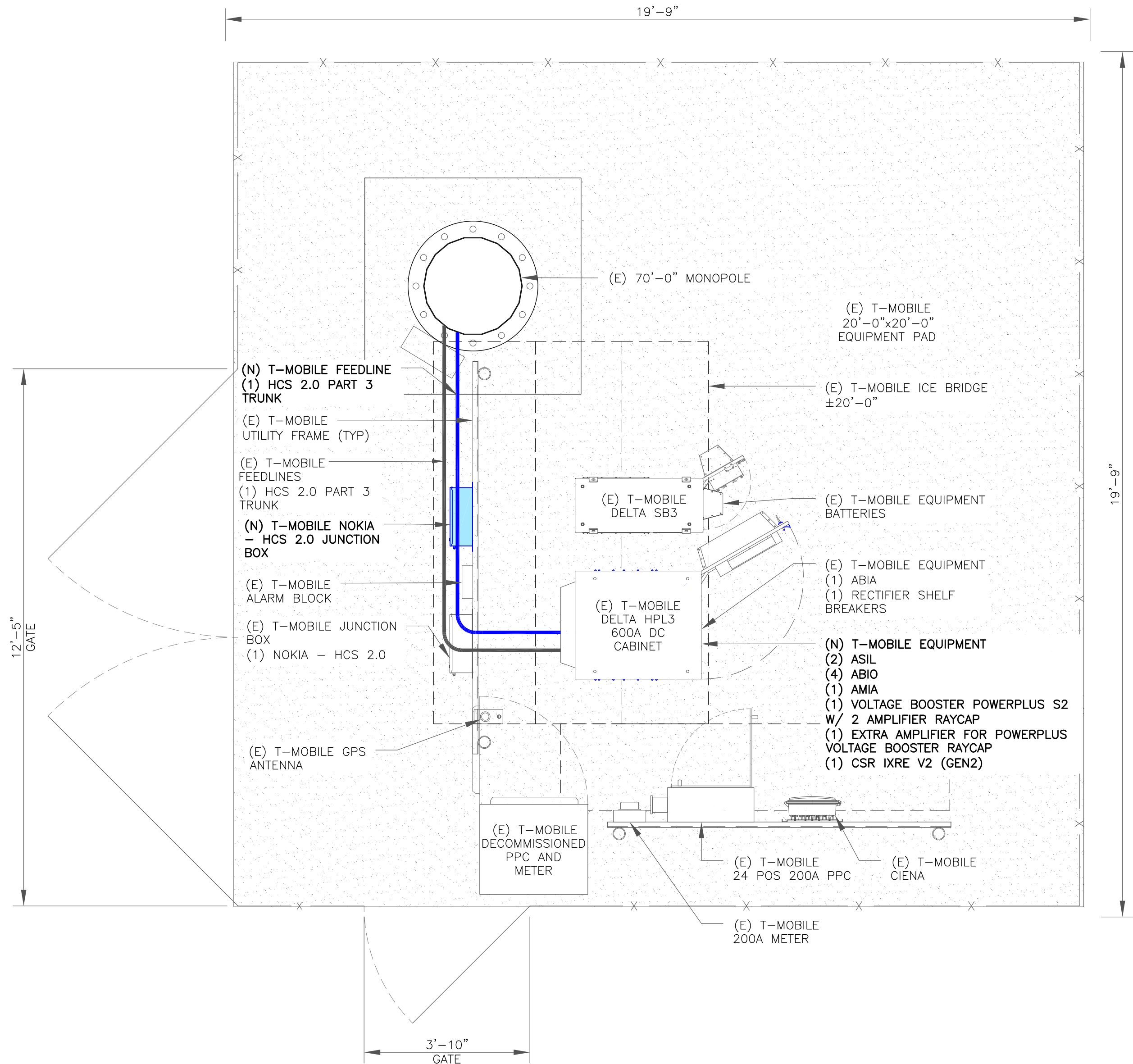


1 EXISTING EQUIPMENT PLAN
SCALE: 1/2"=1'-0" (FULL SIZE)
1/4"=1'-0" (11x17)

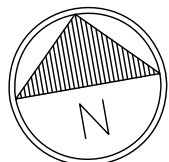


EQUIPMENT LEGEND:

- EXISTING
- TO BE RELOCATED/REMOVED
- NEW



2 FINAL EQUIPMENT PLAN
SCALE: 1/2"=1'-0" (FULL SIZE)
1/4"=1'-0" (11x17)



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EXISTING 70'-0"
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12/9/22

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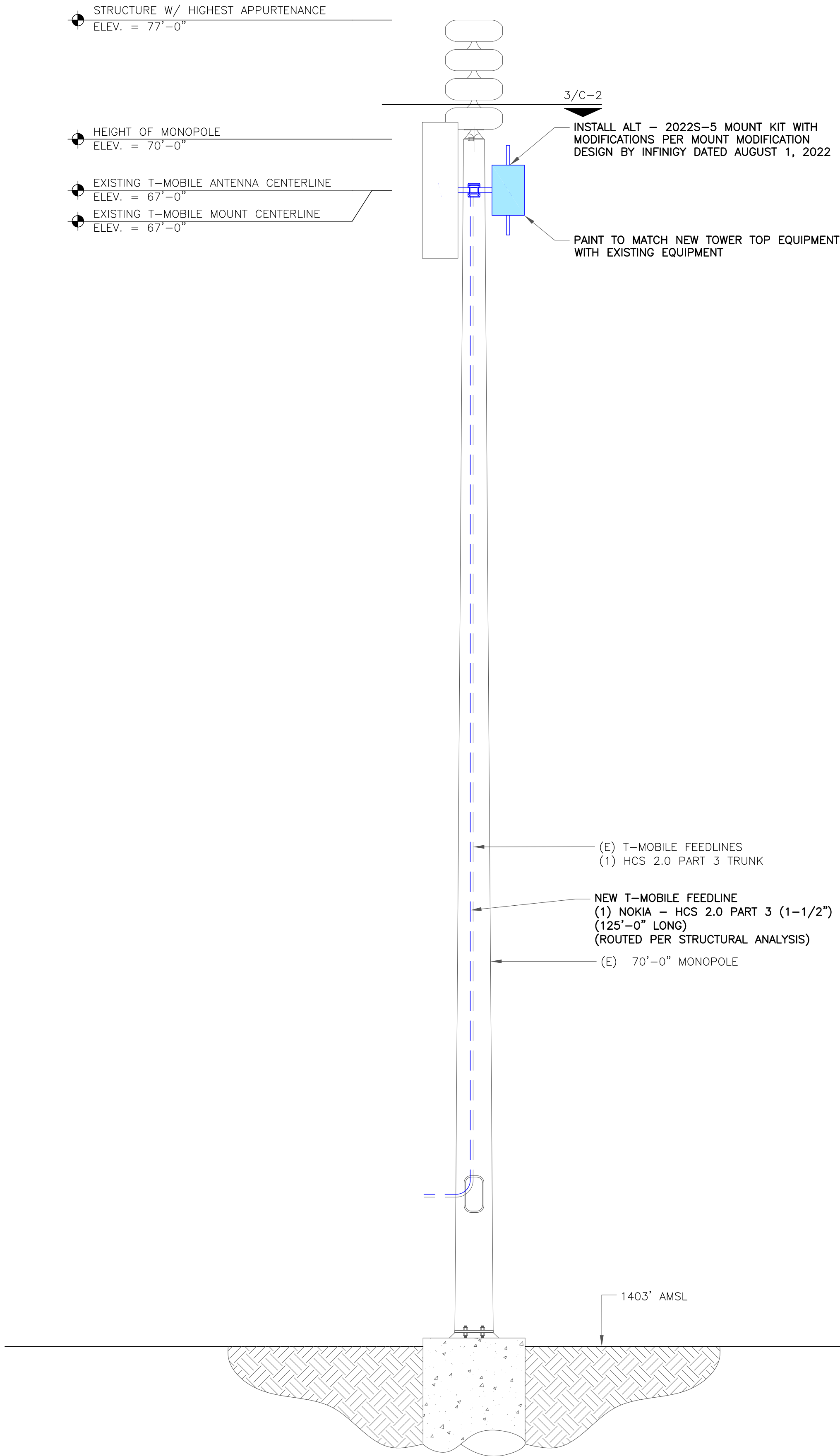
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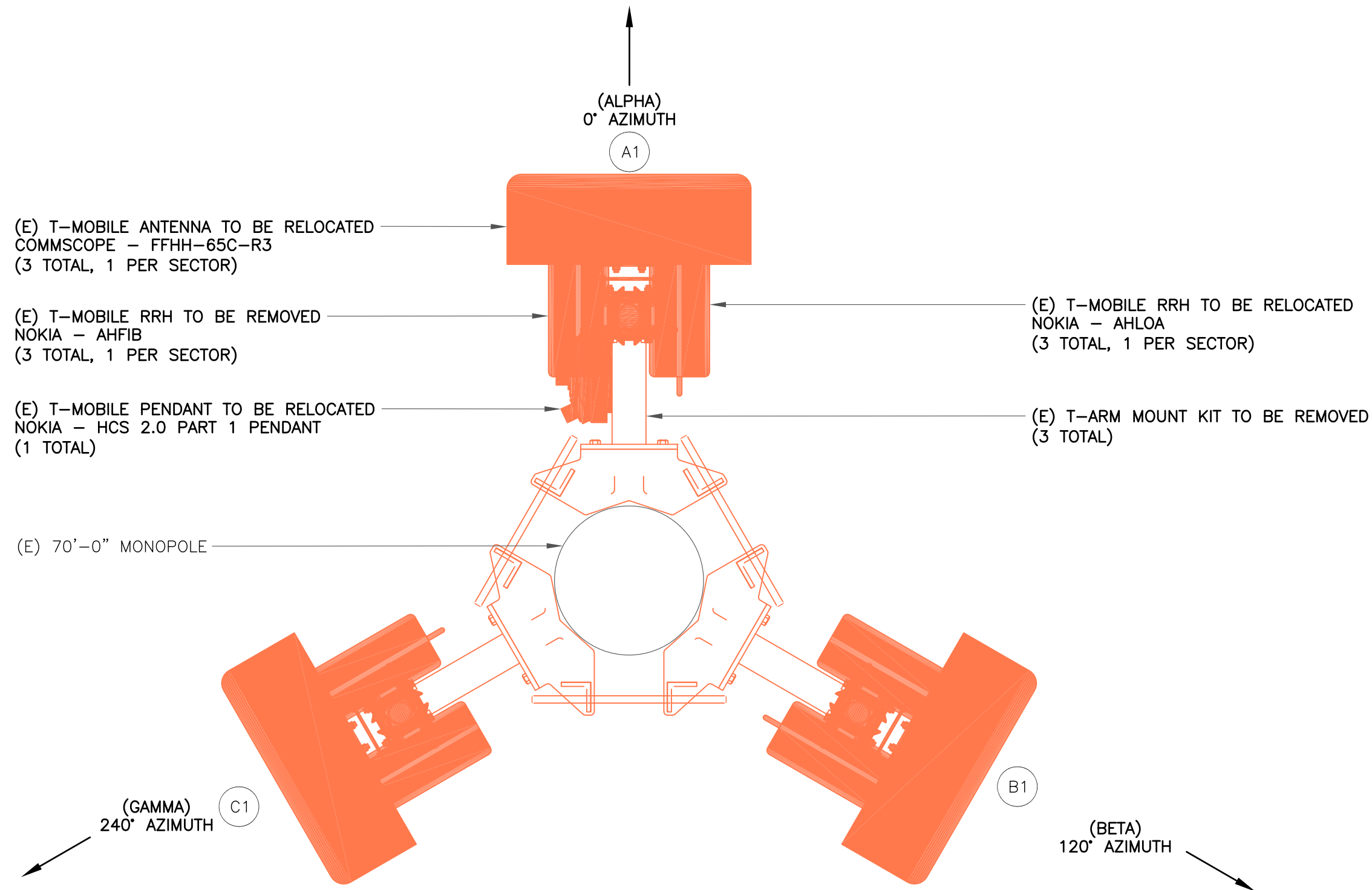
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2

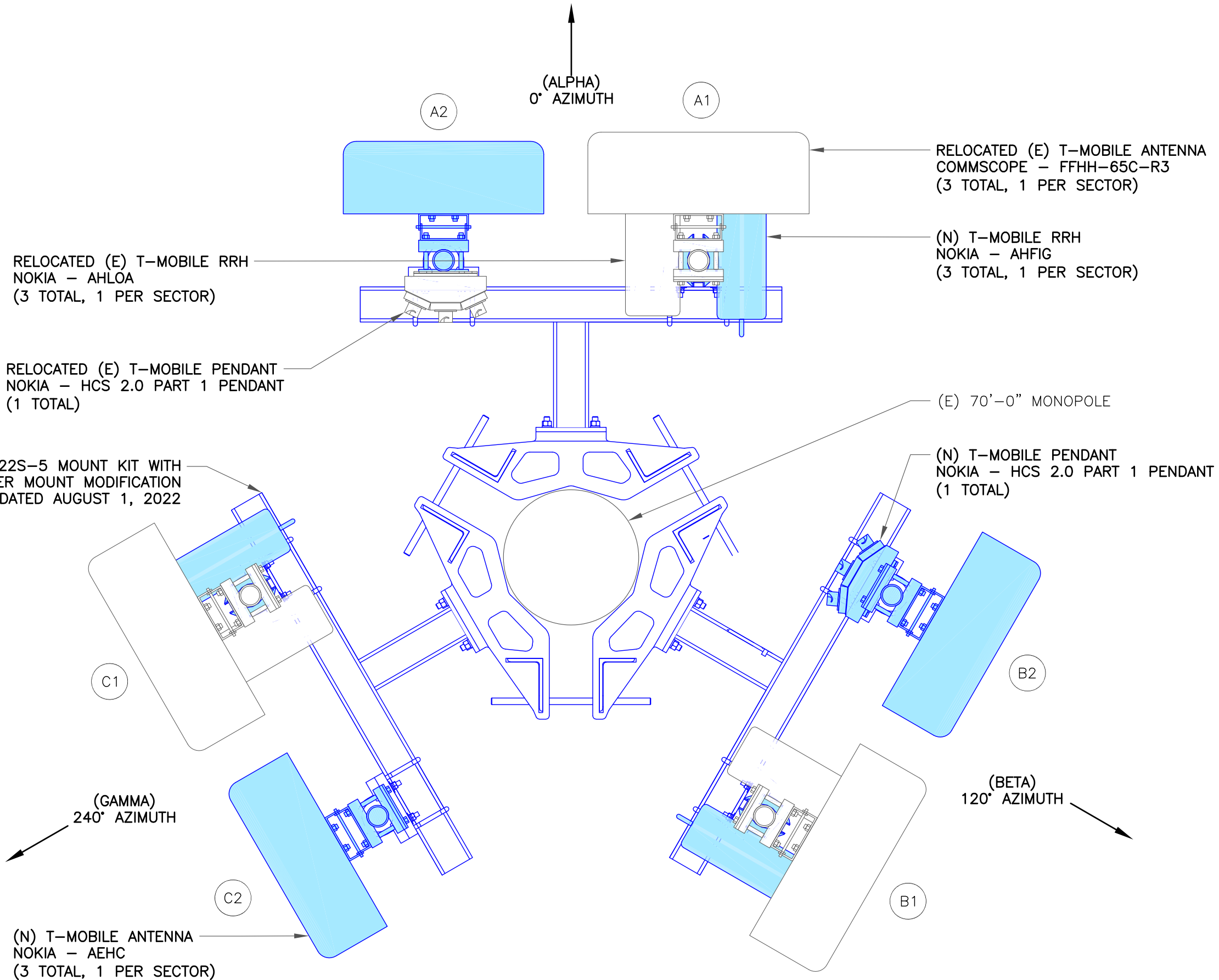
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1 EXISTING ELEVATION
SCALE: NOT TO SCALE



2 EXISTING ANTENNA PLAN
SCALE: NOT TO SCALE



3 FINAL ANTENNA PLAN
SCALE: NOT TO SCALE

EQUIPMENT LEGEND:

EXISTING
TO BE RELOCATED/REMOVED
NEW

- MOUNT ANALYSIS NOTES:
- THE DESIGN DEPICTED IN THESE DRAWINGS IS VALID WHEN ACCOMPANIED BY A CORRESPONDING PASSING MOUNT ANALYSIS.
 - CONSTRUCTION MANAGER / GENERAL CONTRACTOR SHALL REVIEW THE MOUNT ANALYSIS FOR ANY CONDITIONS PRIOR TO INSTALLATION.
 - ANY REQUIRED MOUNT MODIFICATION DESIGN OR MOUNT REPLACEMENT SHALL BE APPROVED BY EOR.

INSTALLER NOTE:

NO PROPOSED LOADING TO BE ADDED UNTIL MOUNT SWAP IS COMPLETE AND MOUNT MODIFICATIONS ARE INSTALLED PER MOUNT MODIFICATION DESIGN BY INFINIGY DATED AUGUST 1, 2022.

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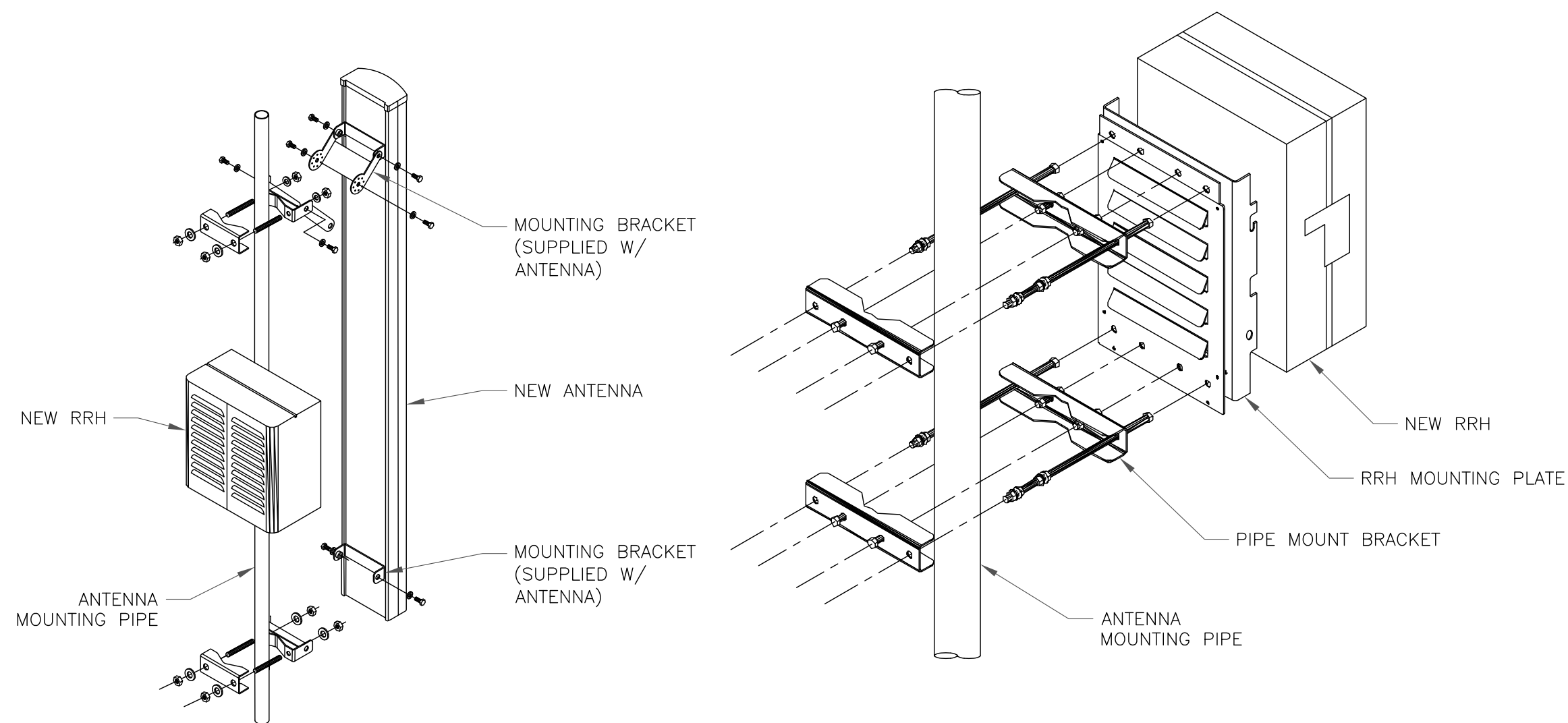
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REVISION:

2

INSTALLER NOTES:

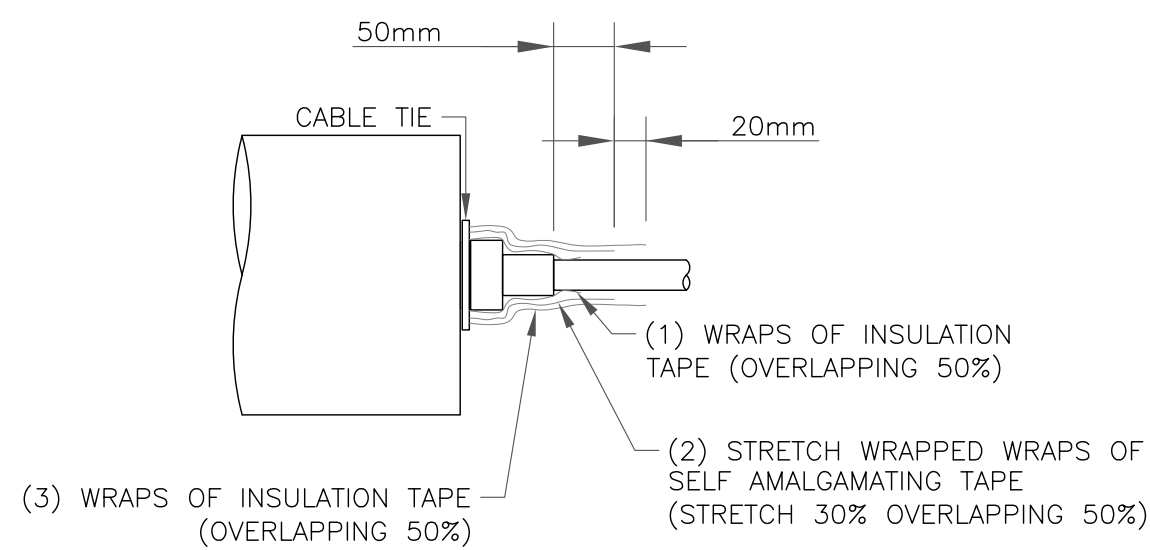
1. COMPLY WITH MANUFACTURERS INSTRUCTIONS TO ENSURE THAT ALL RRHs RECEIVE ELECTRICAL POWER WITHIN 24 HOURS OF BEING REMOVED FROM THE MANUFACTURER'S PACKAGING.
2. DO NOT OPEN RRH PACKAGES IN THE RAIN.
3. ALL PIPES, BRACKETS, AND MISCELLANEOUS HARDWARE TO BE GALVANIZED UNLESS NOTED OTHERWISE.



1 ANTENNA WITH RRH MOUNTING DETAIL
SCALE: NOT TO SCALE

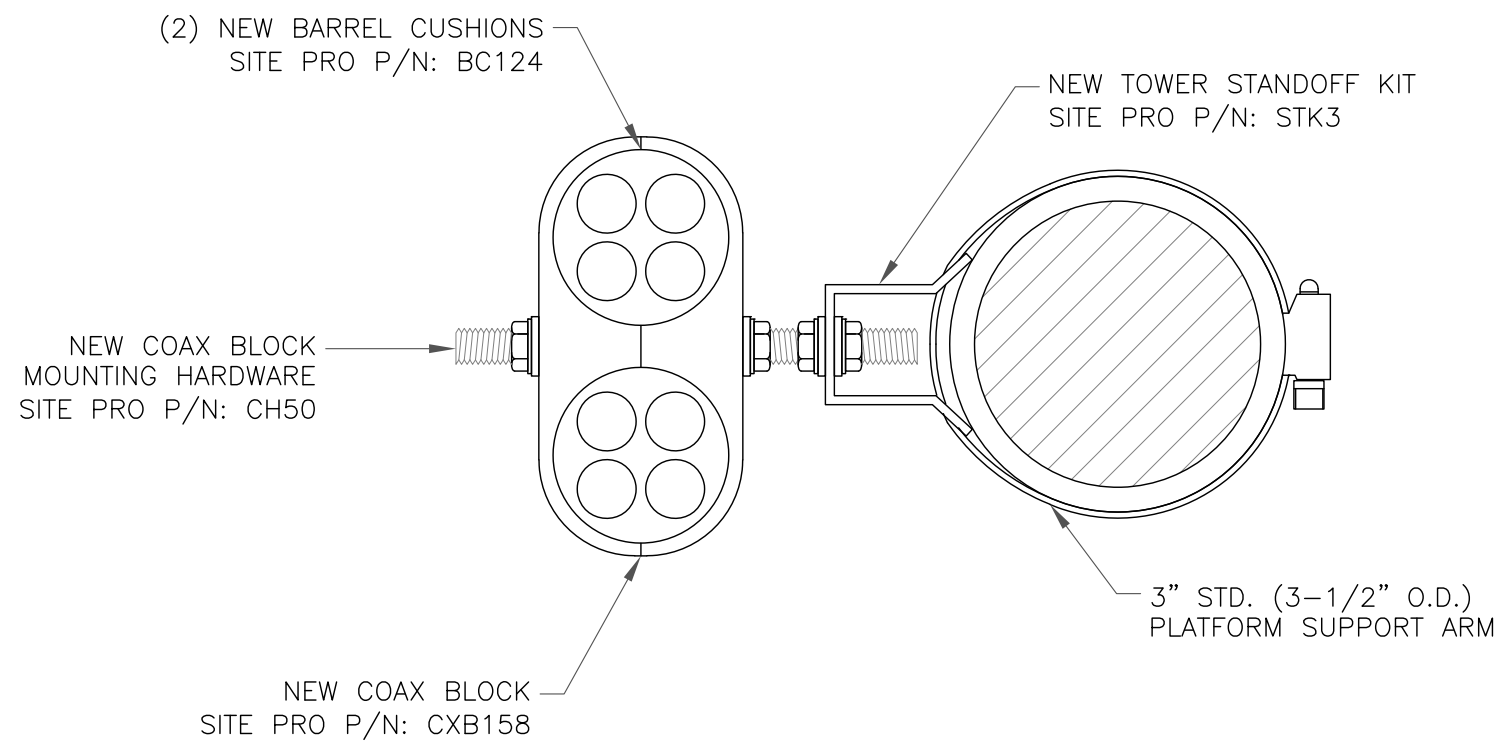
INSTALLER NOTE:

JUMPERS TO BE TORQUED TO 221.27 IN/LBS



3 RF JUMPER CONNECTION
SCALE: NOT TO SCALE

4 NOT USED
SCALE: NOT TO SCALE

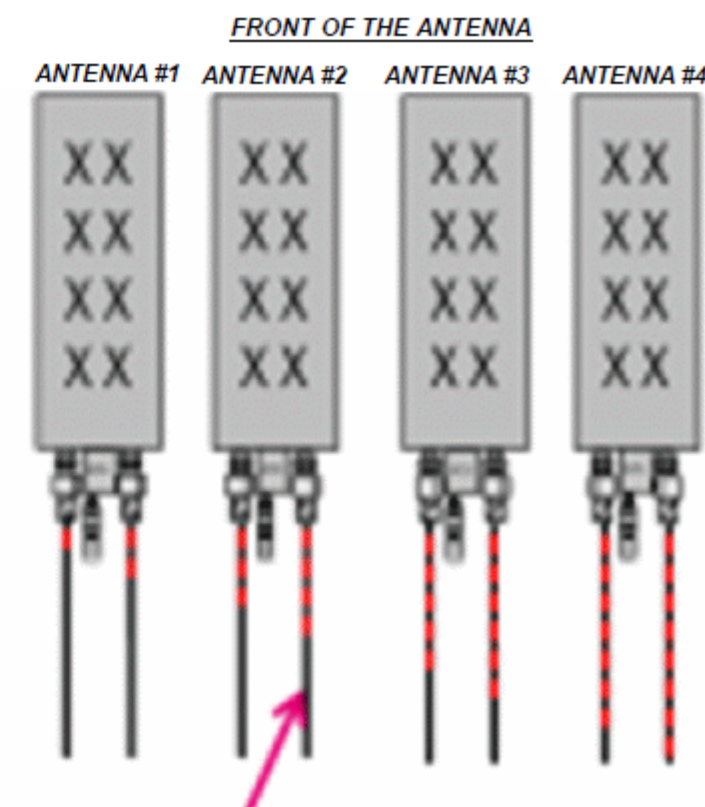


2 RF JUMPER DETAIL
SCALE: NOT TO SCALE

Coax Color Coding

- Antennas will be labeled (back of antenna view) Right to left 1 - X ports
- Coax/jumper lines will be identified by sector color and by number of bands around the coax/jumper

SECTOR A	RED
SECTOR B	GREEN
SECTOR C	BLUE
SECTOR D	YELLOW
SECTOR E	WHITE
SECTOR F	PURPLE
LMU	BROWN + SECTOR COLOR BANDS (1 & 2)
FIBER ID	GRAY
UNUSED COAX	PINK
MICROWAVE	ORANGE
DIWE T-1'S + GPS DOWNLINK CABLE	ID W/LABEL MAKER



EXAMPLE: COAX WITH FOUR BANDS OF RED TAPE WILL REPRESENT ALPHA SECTOR AND THE 4TH PORT OF ANTENNA

COLOR CODING NOTES:

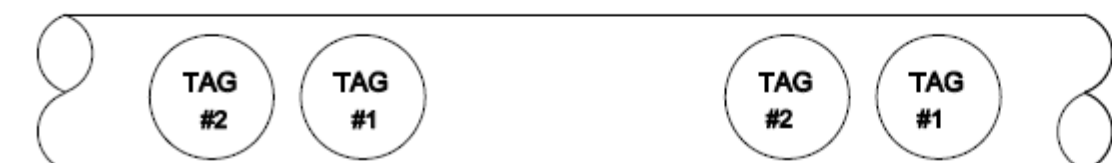
- color GSM
- color UMTS 1900
- color UMTS AWS
- color LTE
- color FIBER CABLE

METALLIC TAG NOTES:

1. TWO METALLIC TAGS SHALL BE ATTACHED AT EACH END OF EVERY CABLE LONGER THAN (3) THREE FEET
2. CABLE LESS THAN (3) THREE FEET WILL HAVE TWO METALLIC TAGS ATTACHED AT THE CENTER OF THE CABLE
3. TAGS WILL BE FASTENED WITH STAINLESS STEEL ZIP TIES APPROPRIATE FOR CABLE DIAMETER.
4. STANDARDIZED METALLIC TAG KIT WILL BE ASSEMBLED WITH TAGS ALREADY ENGRAVED TO ACCOMMODATE ALL CONFIGURATIONS.

ANTENNA AND COAXIAL CABLE SCHEDULE

1. ALL ANTENNAS SHALL BE FURNISHED WITH DOWNTILT BRACKETS. CONTRACTOR SHALL COORDINATE REQUIRED MECHANICAL DOWNTILT FOR EACH ANTENNA WITH RF ENGINEER. ANTENNA DOWNTILT SHALL BE SET AND VERIFIED BY A SMART LEVEL.
2. CONTRACTOR SHALL INSTALL COLOR CODE RINGS ON EACH OF THE HYBRID CABLES AND JUMPER CABLES WITH UV RESISTANT TAPE. ALL CABLE SHALL BE MARKED AT TOP AND BOTTOM WITH 2\"/>



5 COAX COLOR CODING
SCALE: NOT TO SCALE

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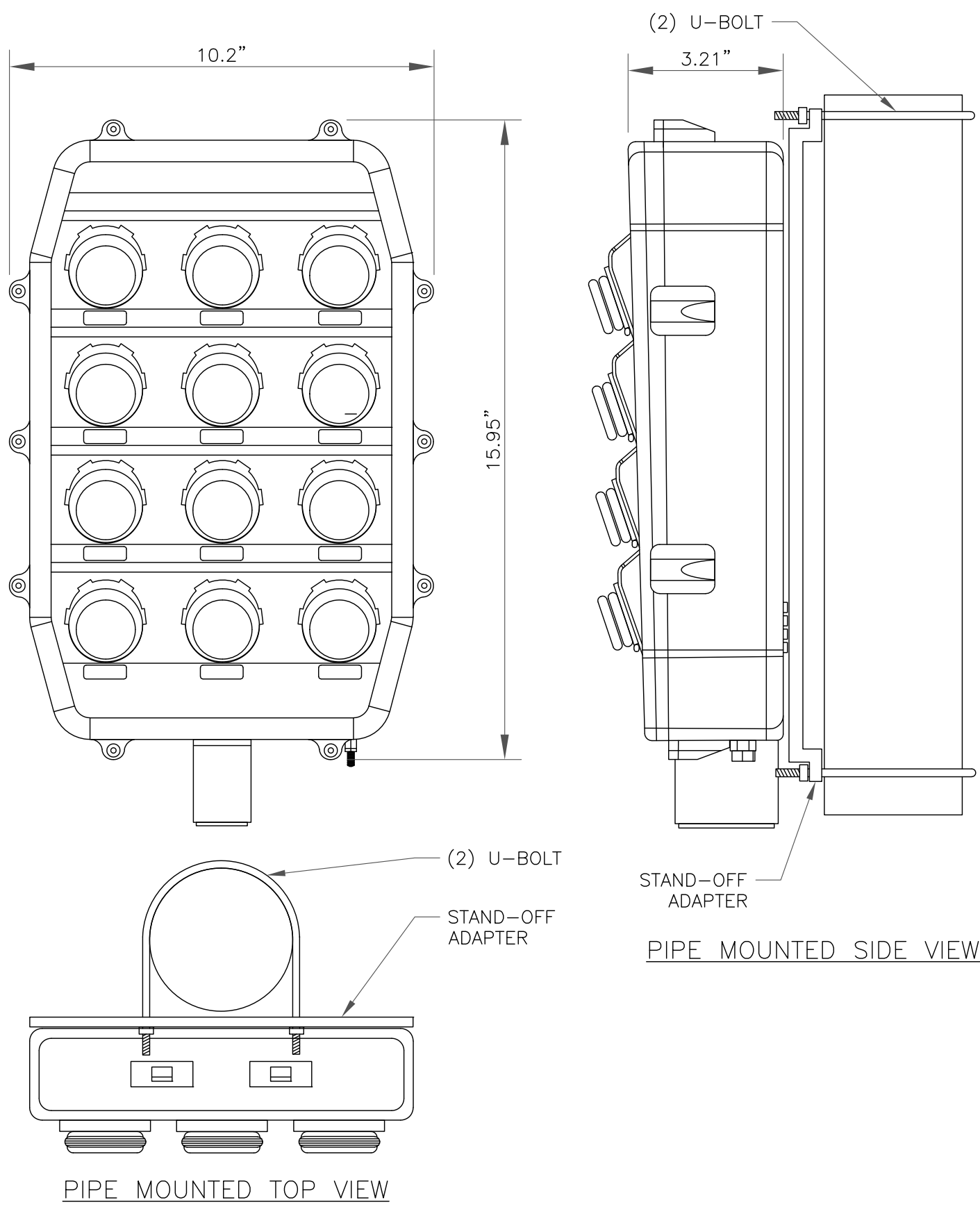
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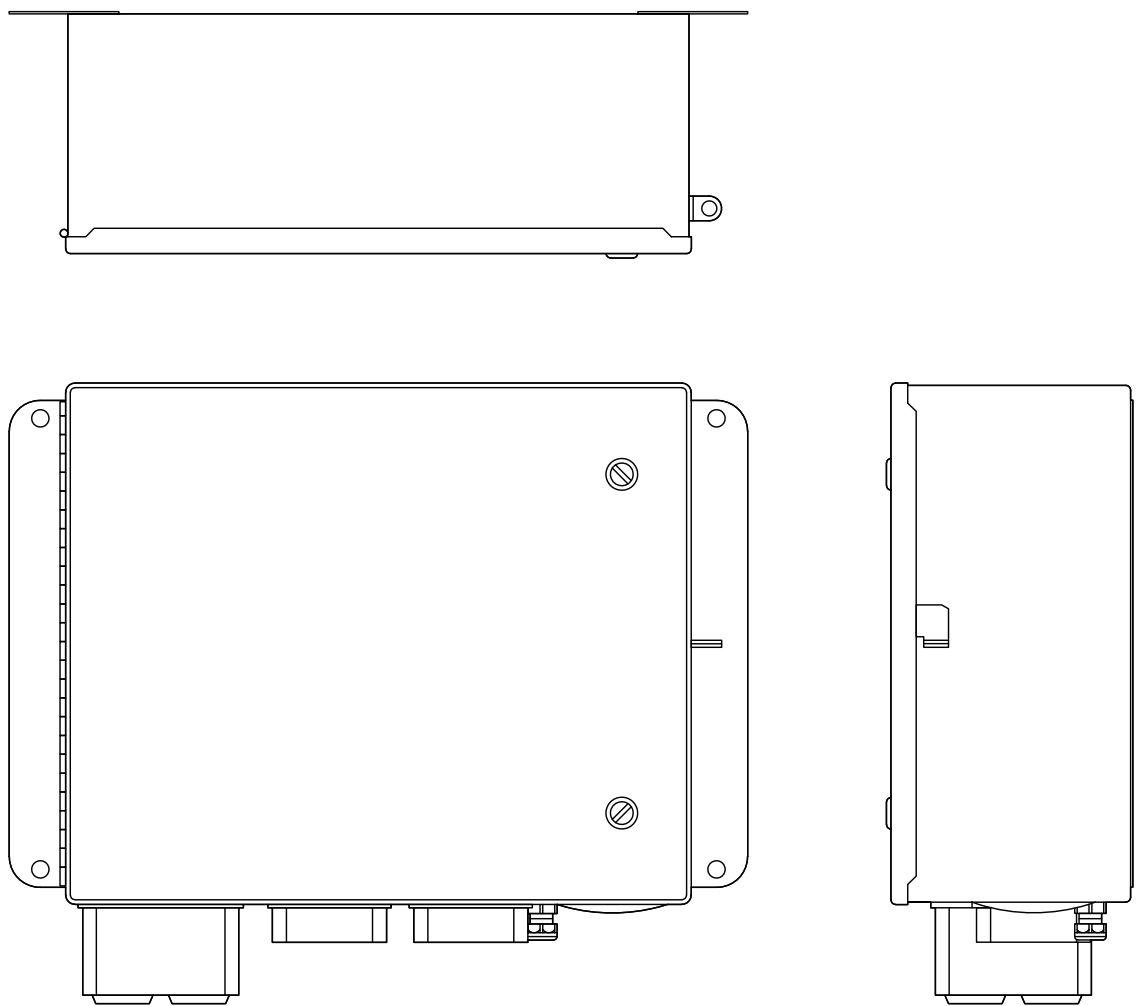
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REVISION:

2

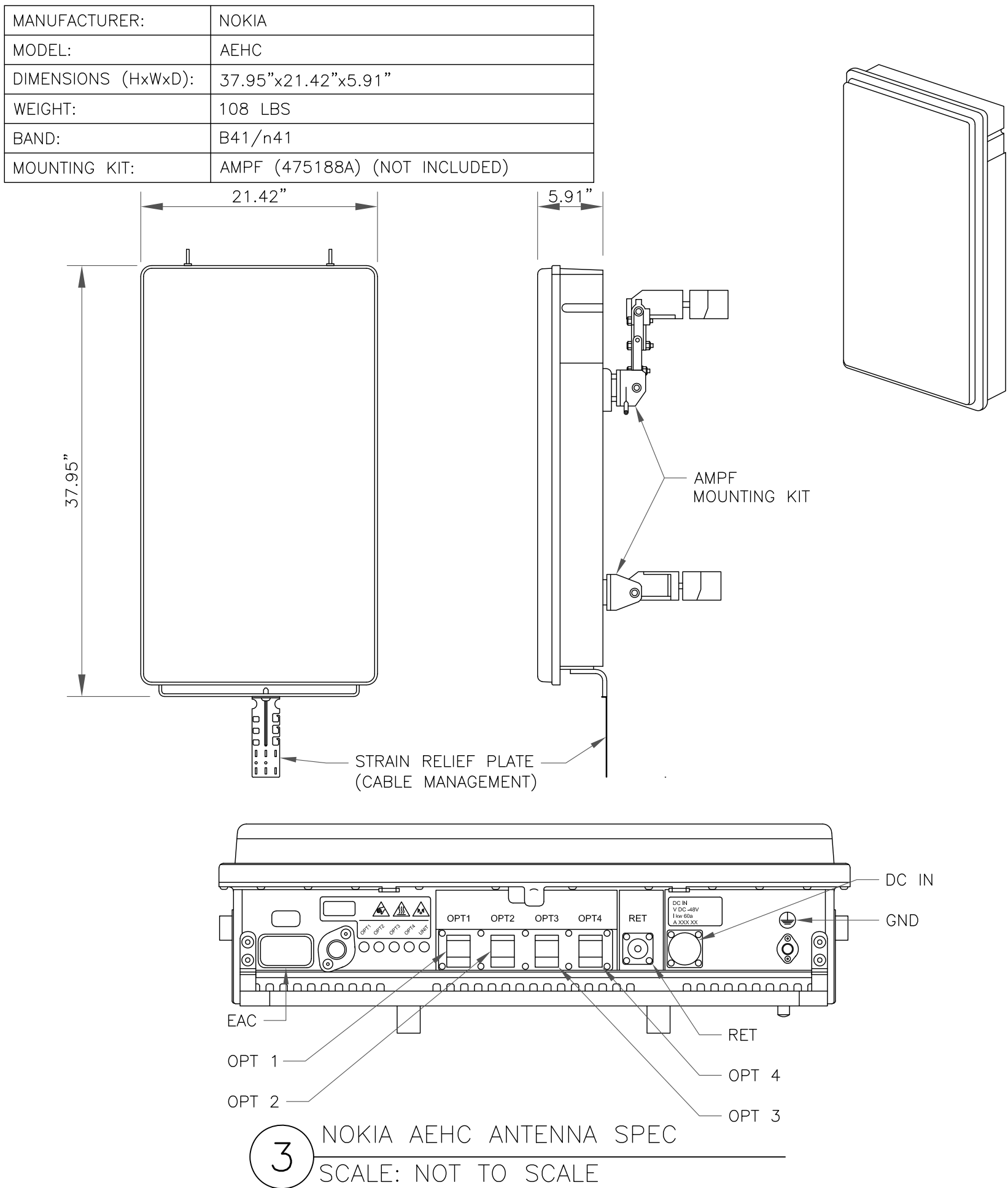


1 HCS 2.0 PENDANT DETAIL
SCALE: NOT TO SCALE



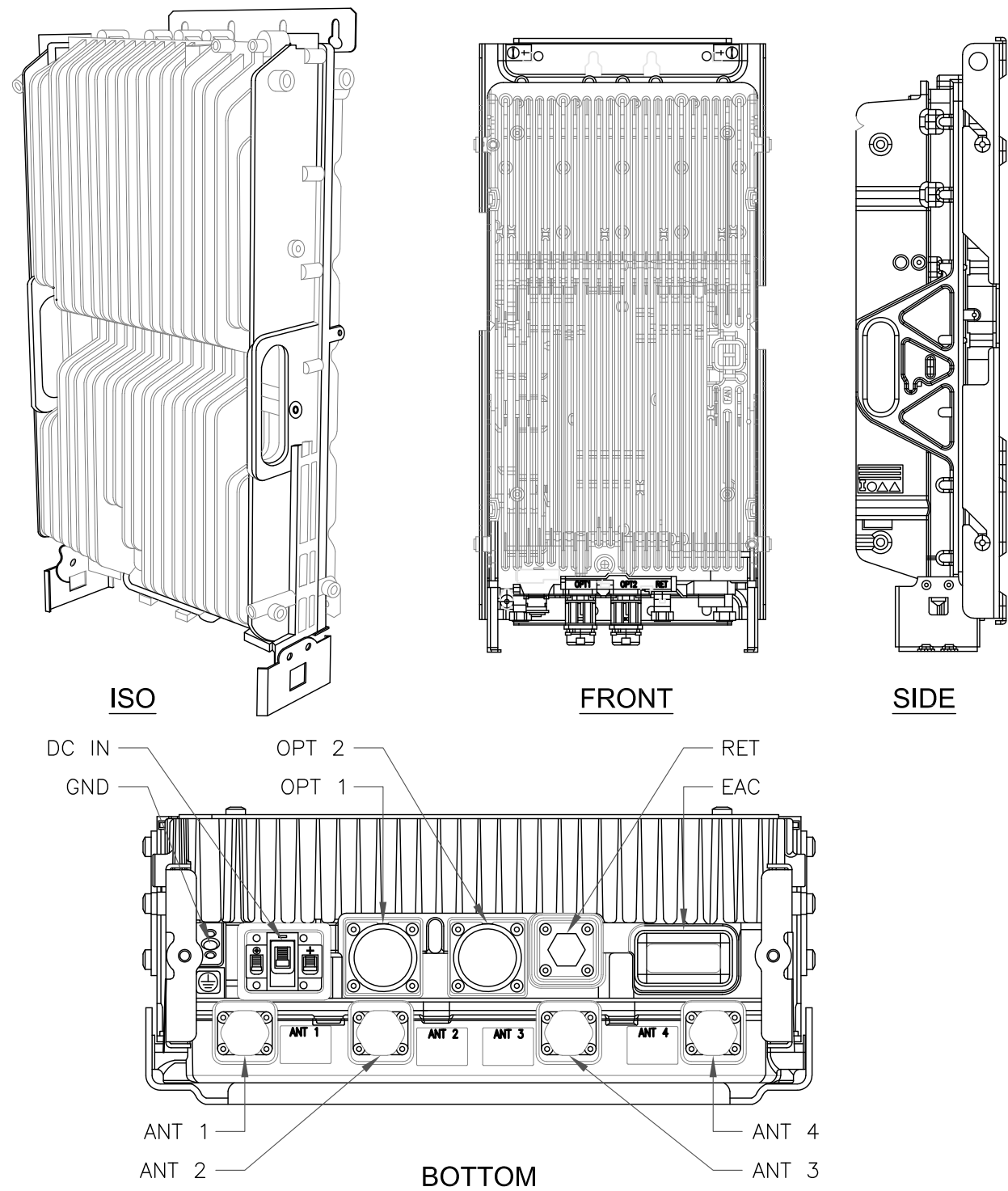
NOKIA – HCS 2.0 JUNCTION BOX
WEIGHT (WITHOUT MOUNTING HARDWARE): 23.5 LBS
SIZE (HxWxD): 14.0x16.0x8.0 IN.

2 NOKIA – HCS 2.0 JUNCTION BOX
SCALE: NOT TO SCALE



3 NOKIA AEHC ANTENNA SPEC
SCALE: NOT TO SCALE

MANUFACTURER:	NOKIA
MODEL:	AHFIG
DIMENSIONS (HxWxD):	28.7"x12.9"x5.6"
WEIGHT:	70.5 LBS



4 NOKIA AHFIG RRH
SCALE: NOT TO SCALE

5 NOT USED
SCALE: NOT TO SCALE

6 NOT USED
SCALE: NOT TO SCALE

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2

EXISTING PANEL SCHEDULE							
LOAD	POLES	AMPS	BUS		AMPS	POLES	LOAD
			L1	L2			
SURGE	2	60A	1	2	20A	1	REC
			3	4			
						5	6
			7	8	20A	1	INVERTER
			9	10			
			11	12			
			13	14			
			15	16			
SSC	4	200A	17	18			
			19	20			
			21	22			
			23	24			

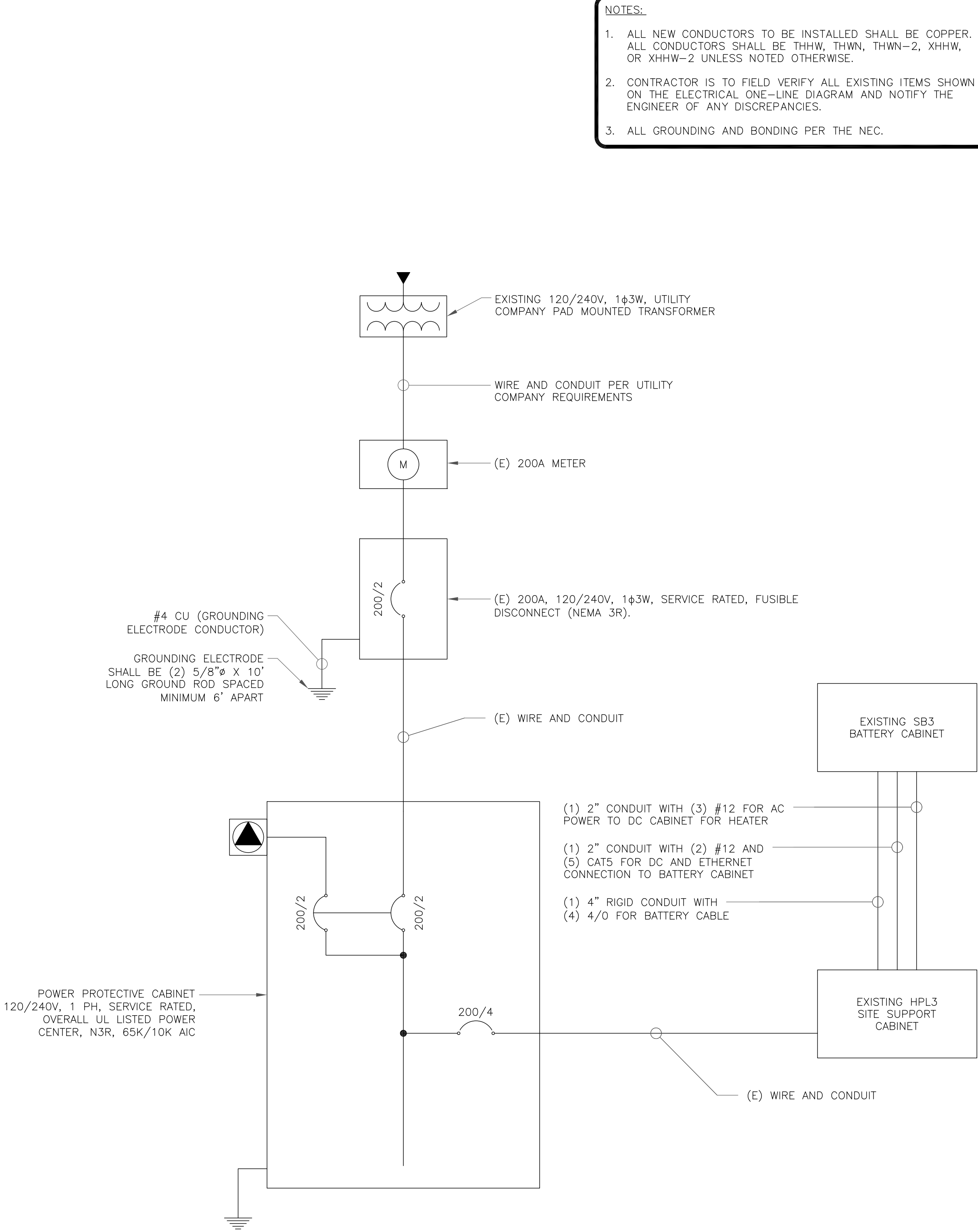
RATED VOLTAGE: ☒ 120/240 ☐ _____, 1 PHASE, 3 WIRE	BRANCH POLES: ☐ 12 ☒ 24 ☐ 30 ☐ 42	APPROVED MFR'S
RATED AMPS: ☐ 100 ☒ 200 ☐ 400 ☐ _____	CABINET: ☒ SURFACE ☐ FLUSH	NEMA ☐ 1 ☒ 3R ☐ 4X
☐ MAIN LUGS ONLY MAIN 200 AMPS ☒ BREAKER ☐ FUSED SWITCH	☒ HINGED DOOR	☒ KEYED DOOR LATCH
☐ FUSED ☒ CIRCUIT BREAKER BRANCH DEVICES	☐ _____ TO BE GFCI BREAKERS	FULL NEUTRAL BUS GROUND BAR
ALL BREAKERS MUST BE RATED TO INTERRUPT A SHORT CIRCUIT ISC OF 10,000 AMPS SYMMETRICAL		

1 EXISTING PANEL SCHEDULE
SCALE: NOT TO SCALE

FINAL PANEL SCHEDULE							
LOAD	POLES	AMPS	BUS		AMPS	POLES	LOAD
			L1	L2			
SURGE	2	60A	1	2	20A	1	REC
			3	4			
			5	6			
			7	8	20A	1	INVERTER
			9	10			
			11	12			
			13	14			
			15	16			
SSC	4	200A	17	18			
			19	20			
			21	22			
			23	24			

RATED VOLTAGE: ☒ 120/240 ☐ _____, 1 PHASE, 3 WIRE	BRANCH POLES: ☐ 12 ☒ 24 ☐ 30 ☐ 42	APPROVED MFR'S
RATED AMPS: ☐ 100 ☒ 200 ☐ 400 ☐ _____	CABINET: ☒ SURFACE ☐ FLUSH	NEMA ☐ 1 ☒ 3R ☐ 4X
☐ MAIN LUGS ONLY MAIN 200 AMPS ☒ BREAKER ☐ FUSED SWITCH	☒ HINGED DOOR	☒ KEYED DOOR LATCH
☐ FUSED ☒ CIRCUIT BREAKER BRANCH DEVICES	☐ _____ TO BE GFCI BREAKERS	FULL NEUTRAL BUS GROUND BAR
ALL BREAKERS MUST BE RATED TO INTERRUPT A SHORT CIRCUIT ISC OF 10,000 AMPS SYMMETRICAL		

2 FINAL PANEL SCHEDULE
SCALE: NOT TO SCALE



3 ONE-LINE DIAGRAM
SCALE: NOT TO SCALE

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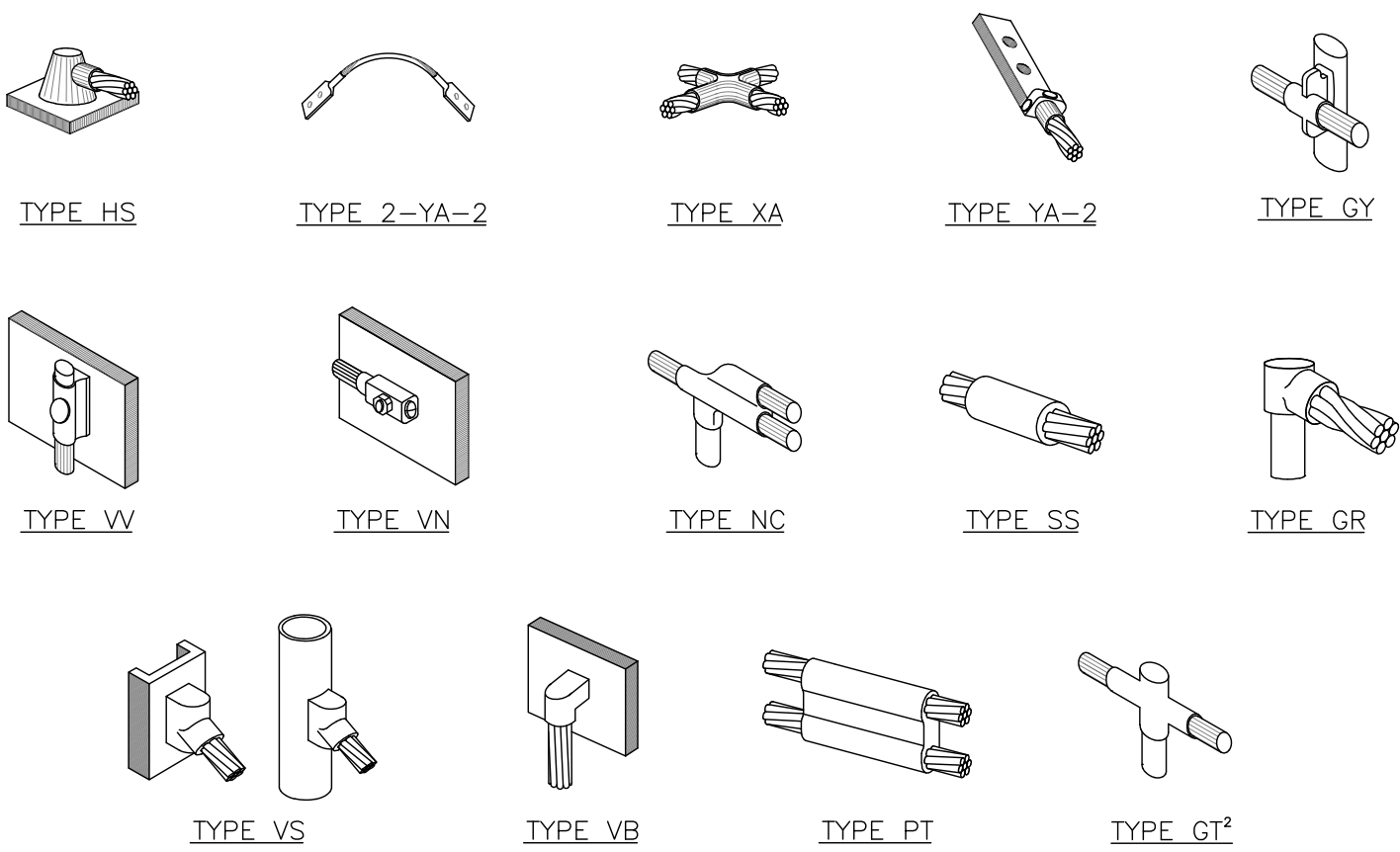
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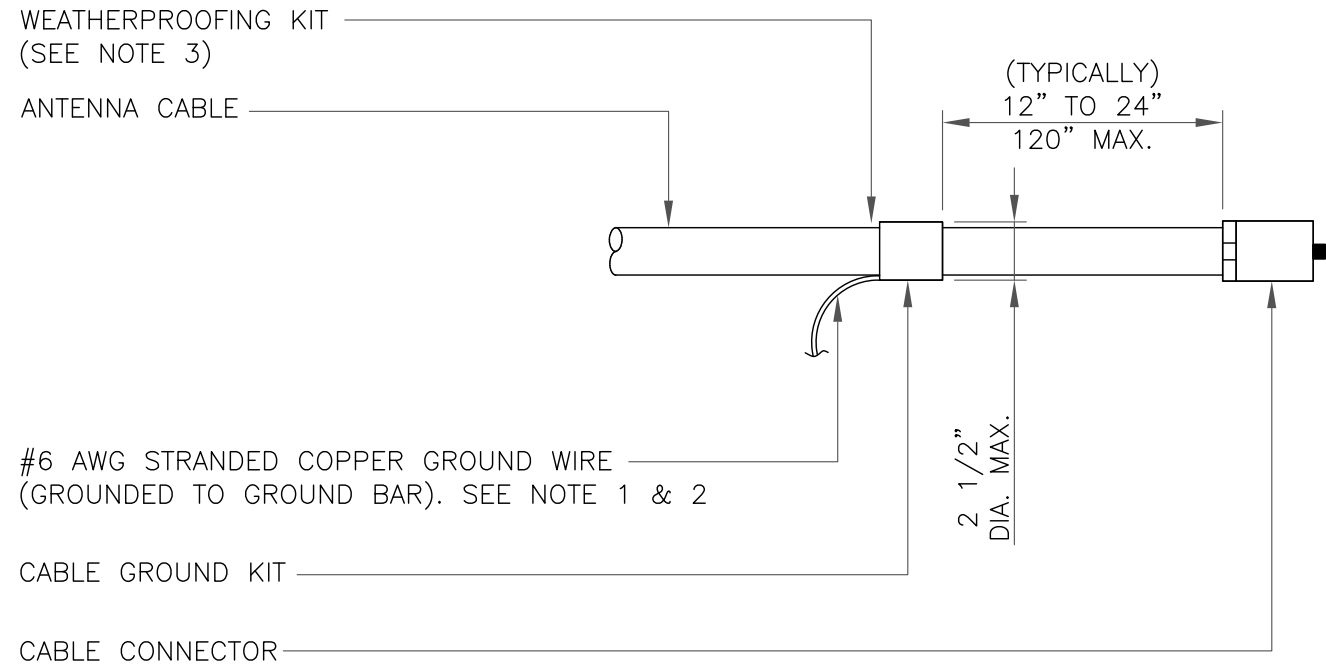
2



NOTE:

1. ERICO EXOTHERMIC "MOLD TYPES" SHOWN HERE ARE EXAMPLES. CONSULT WITH CONSTRUCTION MANAGER FOR SPECIFIC MOLDS TO BE USED FOR THIS PROJECT.
2. MOLD TYPE ONLY TO BE USED BELOW GRADE WHEN CONNECTING GROUND RING TO GROUND ROD.

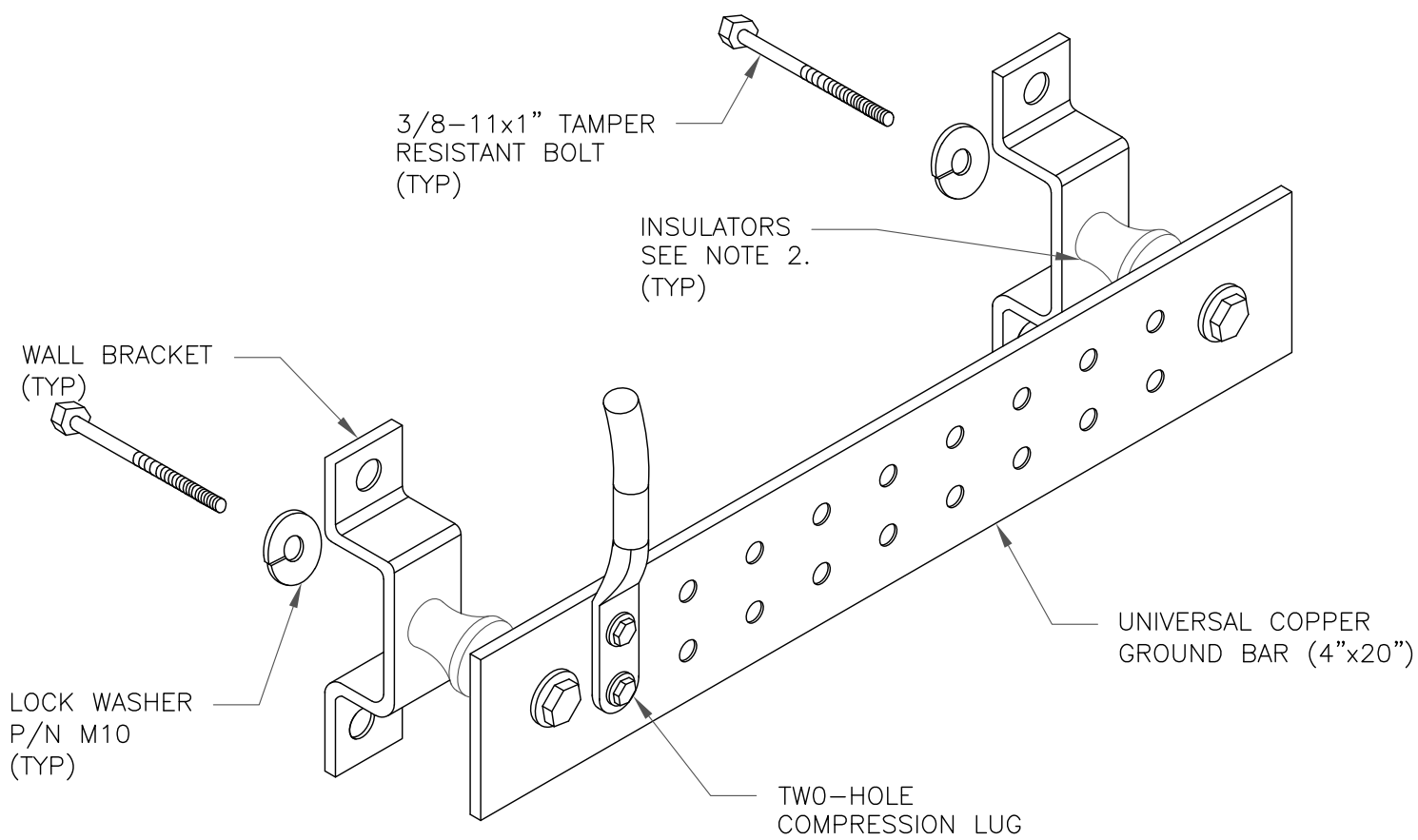
1 CADWELD GROUNDING CONNECTIONS
SCALE: NOT TO SCALE



NOTES:

1. DO NOT INSTALL CABLE GROUND KIT AT A BEND AND ALWAYS DIRECT GROUND WIRE DOWN TO GROUND BAR.
2. GROUNDING KIT SHALL BE TYPE AND PART NUMBER AS SUPPLIED OR RECOMMENDED BY CABLE MANUFACTURER.
3. WEATHER PROOFING SHALL BE TWO-PART TAPE KIT, COLD SHRINK SHALL NOT BE USED.

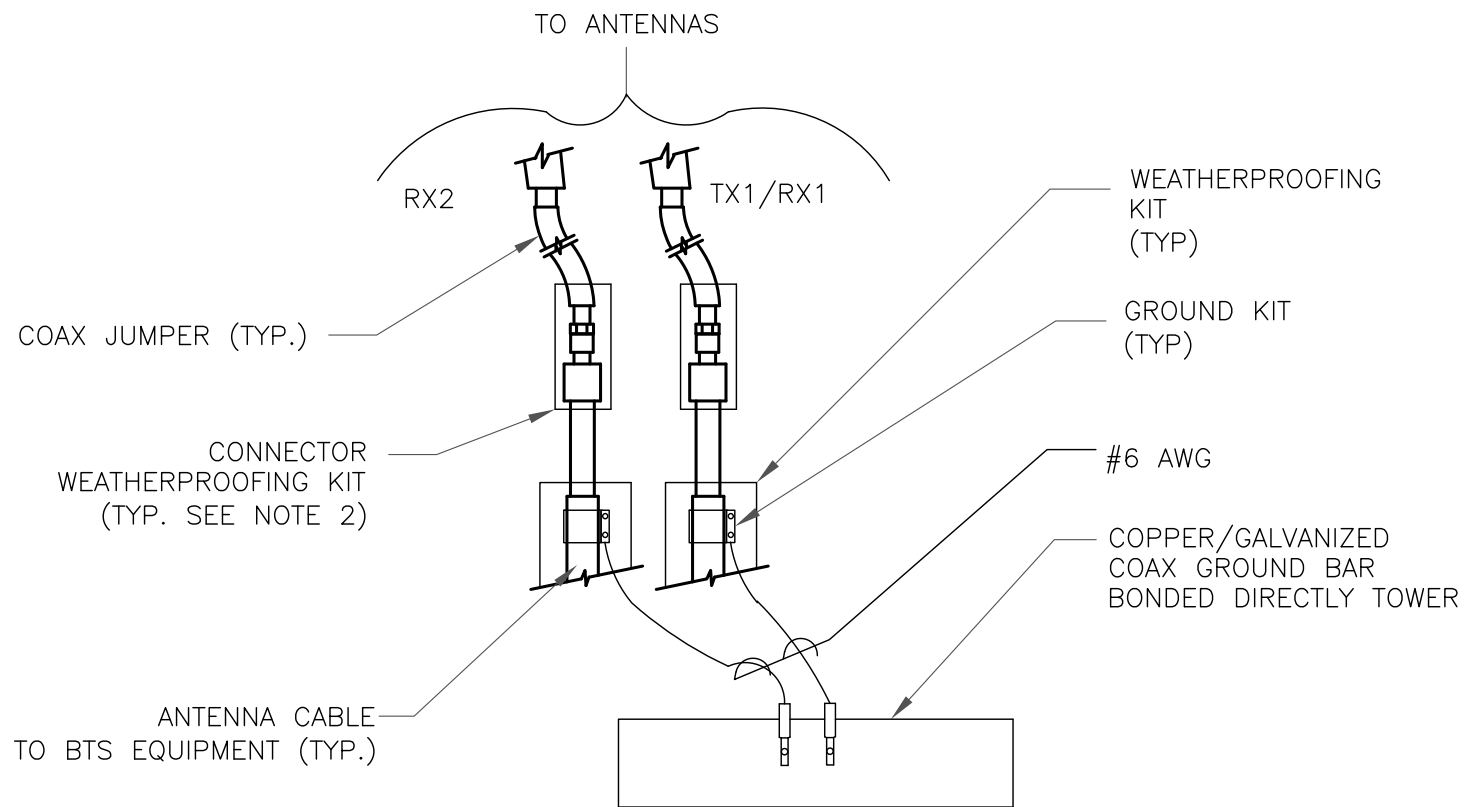
3 CABLE GROUND KIT CONNECTION
SCALE: NOT TO SCALE



NOTES:

1. DOWN LEAD (HOME RUN) CONDUCTORS ARE NOT TO BE INSTALLED ON CROWN CASTLE USA INC. TOWER. PER THE GROUNDING DOWN CONDUCTOR POLICY QAS-STD-10091. NO MODIFICATION OR DRILLING TO TOWER STEEL IS ALLOWED IN ANY FORM OR FASHION, CAD-WELDING ON THE TOWER AND/OR IN THE AIR ARE NOT PERMITTED.
2. OMIT INSULATOR WHEN MOUNTING TO TOWER STEEL OR PLATFORM STEEL. USE INSULATORS WHEN ATTACHING TO BUILDING OR SHELTERS.

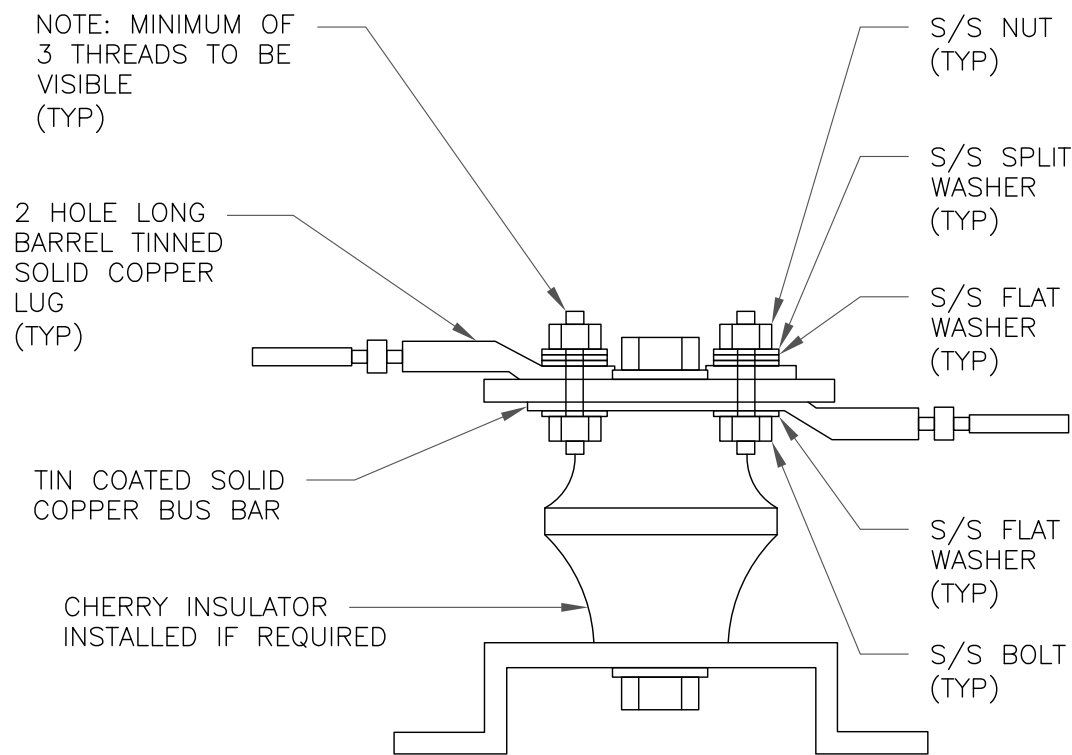
6 GROUND BAR DETAIL
SCALE: NOT TO SCALE



NOTES:

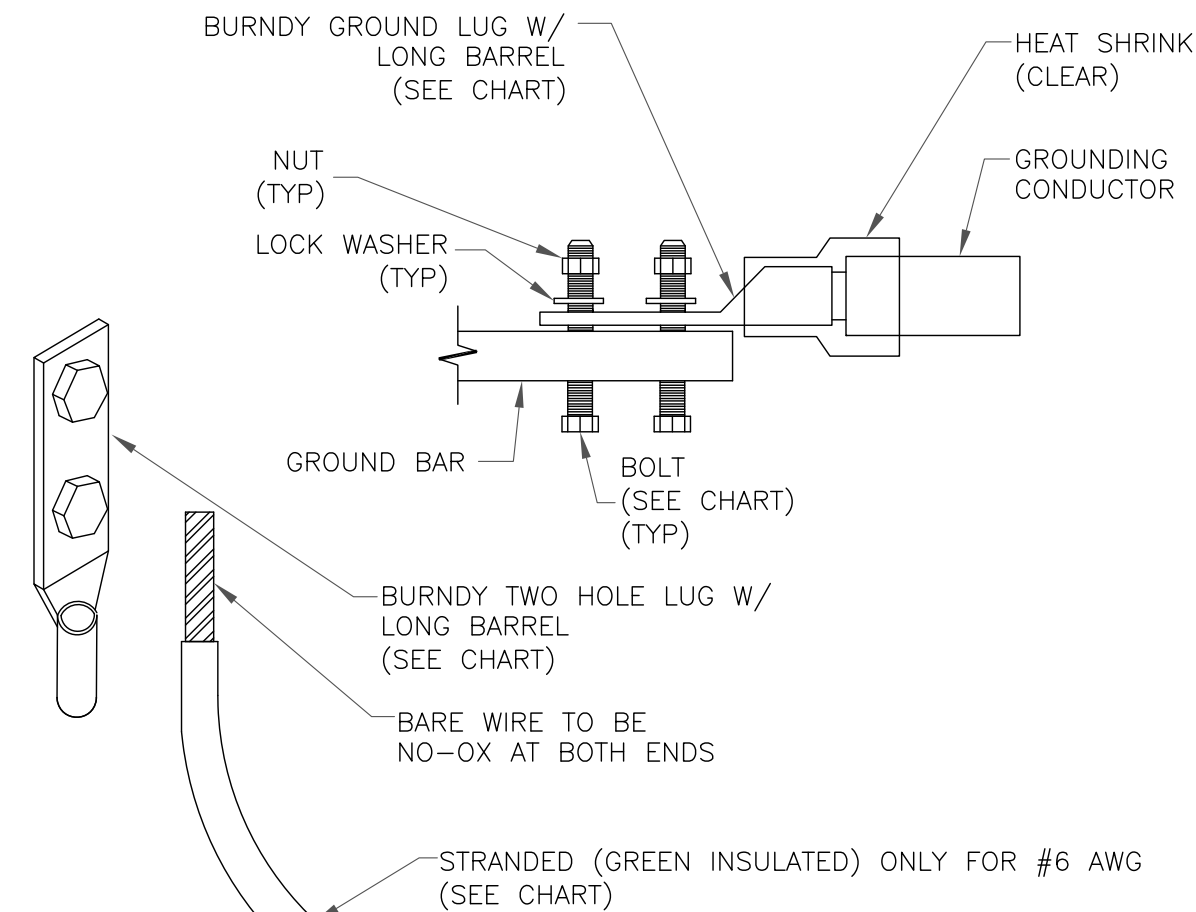
1. DO NOT INSTALL CABLE GROUND KIT AT A BEND AND ALWAYS DIRECT GROUND WIRE DOWN TO ANTENNA GROUND BAR.
2. WEATHER PROOFING SHALL BE TWO-PART TAPE KIT. COLD SHRINK SHALL NOT BE USED.

4 GROUND CABLE CONNECTION
SCALE: NOT TO SCALE



7 LUG DETAIL
SCALE: NOT TO SCALE

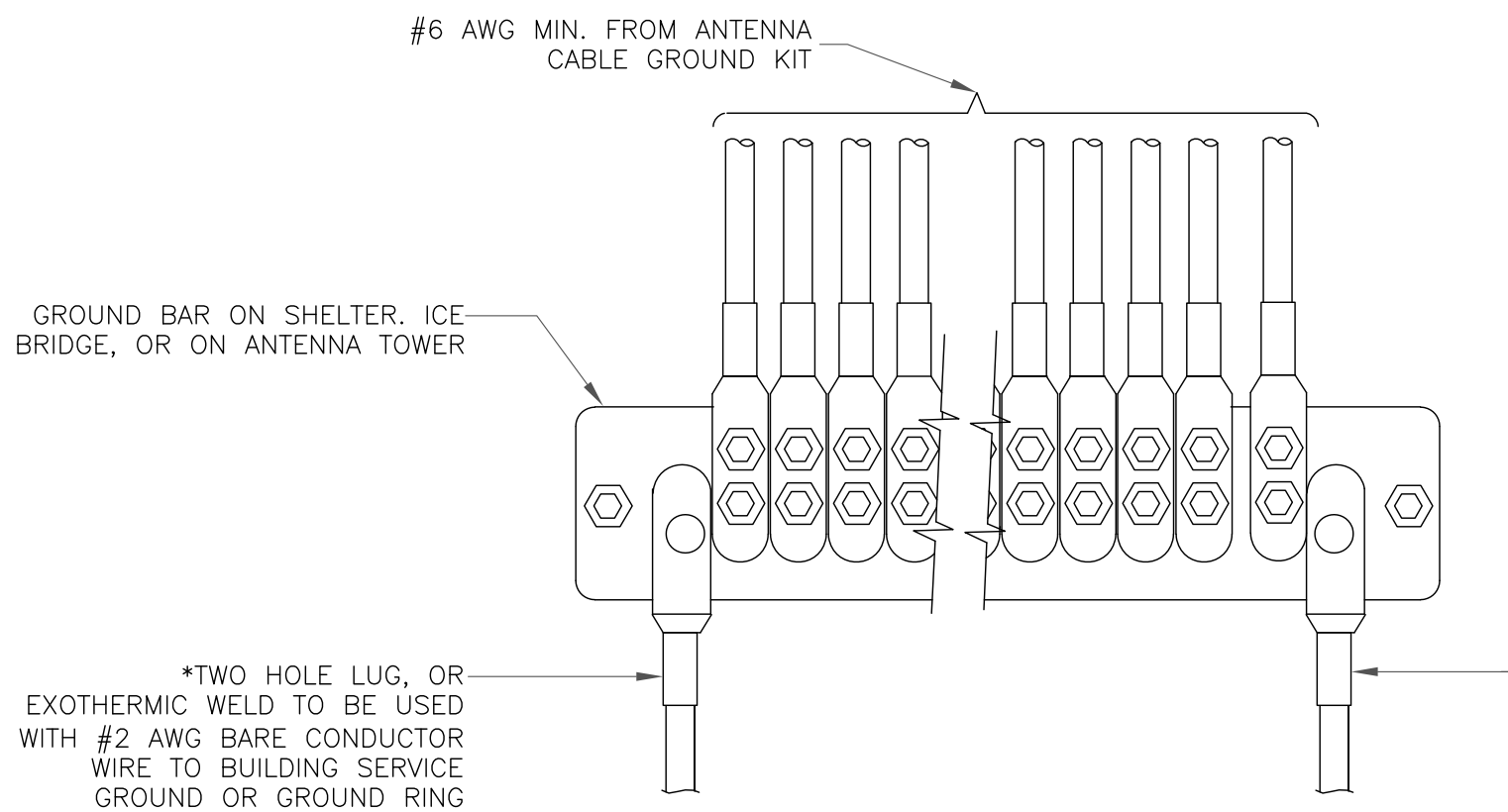
WIRE SIZE	BURNDY LUG	BOLT SIZE
#6 AWG GREEN INSULATED	YA6C-2TC38	3/8" - 16 NC S 2 BOLT
#2 AWG SOLID TINNED	YA3C-2TC38	3/8" - 16 NC S 2 BOLT
#2 AWG STRANDED	YA2C-2TC38	3/8" - 16 NC S 2 BOLT
#2/0 AWG STRANDED	YA26-2TC38	3/8" - 16 NC S 2 BOLT
#4/0 AWG STRANDED	YA28-2N	1/2" - 16 NC S 2 BOLT



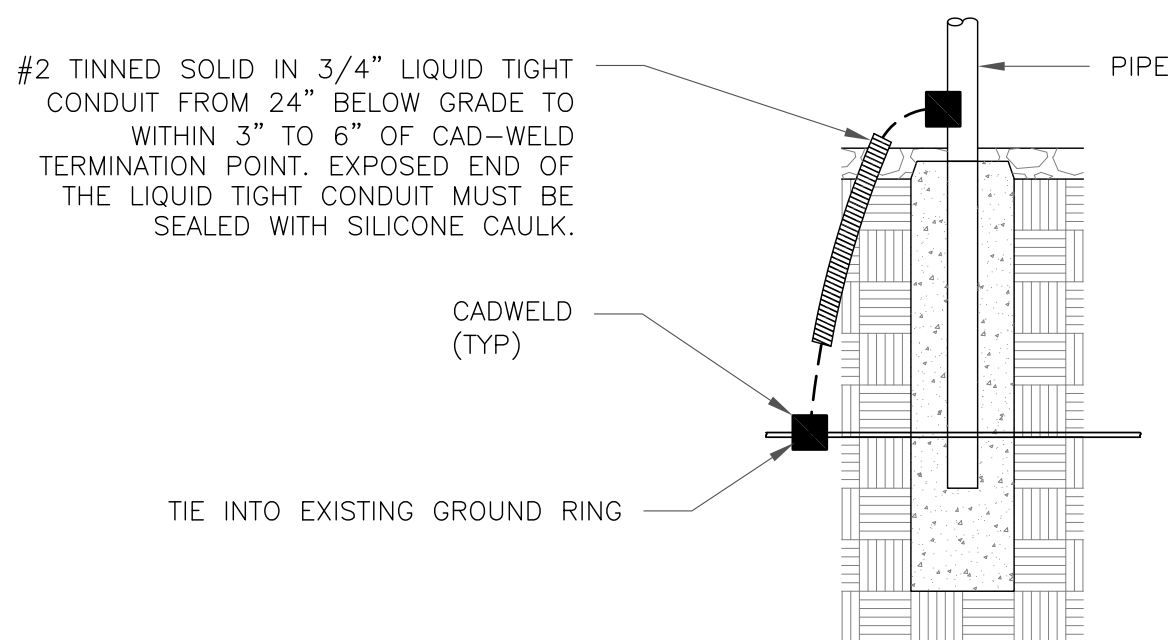
NOTES:

1. ALL GROUNDING LUGS ARE TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS. ALL HARDWARE BOLTS, NUTS, LOCK WASHERS SHALL BE STAINLESS STEEL. ALL HARDWARE ARE TO BE AS FOLLOWS: BOLT, FLAT WASHER, GROUND BAR, GROUND LUG, FLAT WASHER AND NUT.

2 MECHANICAL LUG CONNECTION
SCALE: NOT TO SCALE



5 GROUNDWIRE INSTALLATION
SCALE: NOT TO SCALE



8 TRANSITIONING GROUND DETAIL
SCALE: NOT TO SCALE

T-Mobile

312 ELM STREET, 10TH FLOOR
CINCINNATI, OH 45202

CROWN CASTLE

1500 CORPORATE DRIVE
CANONSBURG, PA 15317

B+T GRP

1717 S. BOULDER
SUITE 300
TULSA, OK 74119
PH: (918) 587-4630
www.btgrp.com

T-MOBILE SITE NUMBER:
OK01296F

BU #: 822901
CAMDEN

6706 NORTH
PENNSYLVANIA AVE.
NICHOLS HILLS, OK, 73159

EXISTING 70'-0"
MONOPOLE

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES./QA
0	8/16/22	MEH	CONSTRUCTION	LR
1	8/18/22	YX	CONSTRUCTION	LR
2	12/9/22	MTJ	CONSTRUCTION	MTJ



B&T ENGINEERING, INC.
CA 3590 (PE)
Expires 6/30/24

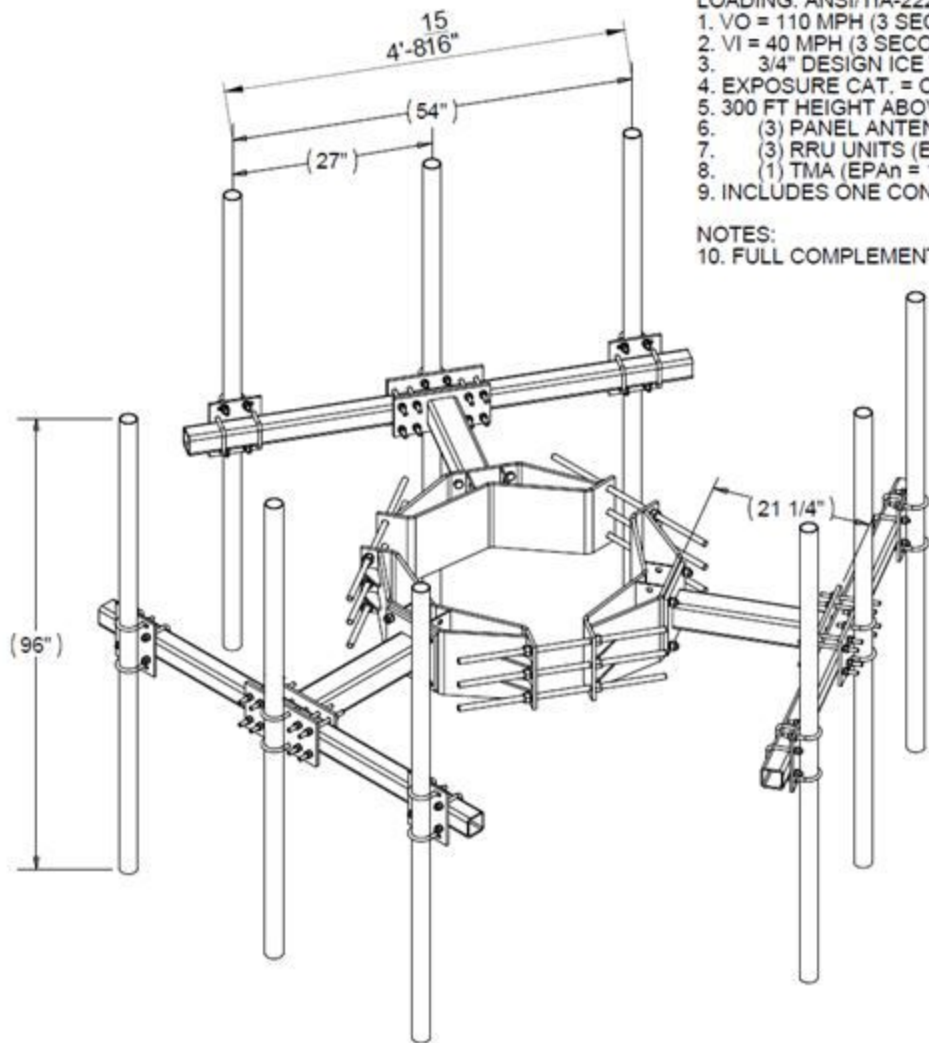
IT IS A VIOLATION OF LAW FOR ANY PERSON,
UNLESS THEY ARE ACTING UNDER THE DIRECTION
OF A LICENSED PROFESSIONAL ENGINEER,
TO ALTER THIS DOCUMENT.

SHEET NUMBER:

G-2

REVISION:

2



LOADING: ANSI/TIA-222-G

1. VO = 110 MPH (3 SECOND) BASIC WIND SPEED WITHOUT ICE
2. VI = 40 MPH (3 SECOND) BASIC WIND LOAD SPEED WITH ICE
3. 3/4" DESIGN ICE THICKNESS
4. EXPOSURE CAT. = C. STRUCTURE CLASS = II
5. 300 FT HEIGHT ABOVE GROUND ELEVATION OF MOUNT
6. (3) PANEL ANTENNA'S (EPAN = 9.25 SQFT., EPAs = 3.1 SQFT., 70 LBS EACH)
7. (3) RRU UNITS (EPAN = 2.3 SQ FT., EPAs = 1.2 SQFT., 65 LBS EACH)
8. (1) TMA (EPAN = 1.2 SQFT., EPAs = 0.6 SQFT., 25LBS)
9. INCLUDES ONE CONCENTRATED FORCE OF 250LBS

NOTES:

10. FULL COMPLEMENT OF PIPES SHOWN

SADDLE BRACKET PART NUMBERS:

1. 2121LD-1130 11" TO 30" LD SADDLE BRACKET
2. 2121LD-2447 24" TO 47" LD SADDLE BRACKET
3. 2121LD-4460 44" TO 60" LD SADDLE BRACKET

ITEM NO.	QTY.	PART NO.	DESCRIPTION
1	1	2121LD-XXXX	LD SADDLE BRACKET
2	3	2122S-5	5' MONOPOLE SQ. TUBE T-ARM
3	9	2125-96	2-3/8" OD X96" GALV PIPE

THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF ALT. ANY REPRODUCTION IN PART OR WHOLE WITHOUT THE WRITTEN PERMISSION OF ALT IS PROHIBITED. 10/31/2014 FINISH NONE WEIGHT: N/A	CAD GENERATED DRAWING, DO NOT MANUALLY UPDATE		800-950-7960 FAX 940-455-2817 www.altfabrication.com sales@altfabrication.com	122 Leesley Lane Argyle, Texas 76226
	APPROVALS	DATE	TITLE	
	DRAWN	TU 06/09/14	2122S-5 WITH 2121LD	
	CHECKED			
	ENGINEER		DWG. NO.	REV.
	ISSUED		2122S-5-XXXX-000	A
SCALE 1/15		DO NOT SCALE DRAWING SHEET: 1 OF 1		

THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT (the "Third Amendment") is dated and made effective as of the date of the last party to sign ("Effective Date"), by and between CITY OF NICHOLS HILLS, OKLAHOMA, a municipal corporation (hereinafter referred to as "Lessor") and T-MOBILE USA TOWER LLC, a Delaware limited liability company, by and through its Attorney In Fact, CCTMO LLC, a Delaware limited liability company (hereinafter referred to as "Lessee").

RECITALS

WHEREAS, Lessor and Western PCS I Corporation, a Delaware corporation ("Original Lessee") entered into an Agreement dated January 14, 1997 (the "Original Agreement"), whereby Original Lessee leased certain real property, together with access and utility easements, located in Oklahoma County, Oklahoma from Lessor (the "Leased Premises"), all located within certain real property owned by Lessor ("Lessor's Property"); and

WHEREAS, the Original Agreement was amended by that certain First Amendment to Agreement dated March 9, 2021, a memorandum of which was recorded in the official records of Oklahoma County, Oklahoma ("Official Records") on May 21, 2021 at Instrument No. 2021052101088742, in Book 14748, Page 84 ("First Amendment"), and was further amended by that certain Second Amendment to Agreement dated March 14, 2023, a memorandum of which was recorded in the Official Records on March 28, 2023 at Instrument No. 2023032801037908, in Book 15419, Page 1361 ("Second Amendment") (hereinafter the Original Agreement, First Amendment and Second Amendment are collectively referred to as the "Agreement"); and

WHEREAS, T-Mobile USA Tower LLC is currently the Lessee under the Agreement as successor in interest to the Original Lessee; and

WHEREAS, the Leased Premises, as described on Exhibit A and as shown on the Site Plan attached hereto as Exhibit B, may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the Agreement had an initial term that commenced on January 15, 1997 and expired on January 14, 2002. The Agreement provides for four (4) extensions of five (5) years each, scheduled to expire on January 14, 2022. The First Amendment extended the term of the Agreement to January 14, 2024 (collectively the "Existing Term"). According to the Agreement, as amended, the final extension expires on January 14, 2024; and

WHEREAS, Lessor and Lessee desire to amend the Agreement, on the terms and conditions contained herein, to provide for further extensions of the term of the Agreement by additional (5) year terms, with the final such extended term scheduled to expire on January 14, 2049.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Lessor and Lessee agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

2. Extension of the Agreement. The term of the Agreement, as amended by this Third Amendment, is hereby extended by five (5) years to January 14, 2029. Lessee shall have the right to further extend the term for four (4) additional five (5) year terms on the same terms and conditions set forth in the Agreement, as amended. Notwithstanding the foregoing, Lessor will have the right to terminate the Agreement for any reason upon twelve (12) months' notice effective January 1, 2026.

3. Rent. In consideration of the lease of the Leased Premises, Lessee shall pay to Lessor the base rent amount of Thirty Thousand and 00/100 Dollars (\$30,000.00) per year ("Basic Rent"), beginning on January 14, 2024 and continuing thereafter until the earlier of (i) the expiration of the term, as extended; or (ii) early termination as set forth in the Agreement. The Basic Rent shall increase annually as set forth below.

4. Annual Increases to Basic Rent. Beginning January 14, 2025 and on each January 14 thereafter (the "Adjustment Date"), the Basic Rent shall increase annually by the greater of: (i) three percent (3%), or (ii) the annual percentage increase to the consumer price index for all urban consumers (CPI-U) for the Dallas Ft. Worth area (the "CPI-U Adjustment"); provided, no such annual increase shall exceed five and one-half percent (5.5%). Each CPI-U Adjustment shall be calculated using the most recently published CPI-U as of January 1 of the calendar year of the Adjustment Date, compared to the most recently published CPI-U as of January 1 of the prior year.

5. Insurance. The minimum insurance limits specified in Article VII of the Original Agreement shall be doubled.

6. Representations, Warranties and Covenants of Lessor. Lessor represents, warrants and covenants to Lessee as follows:

a) Lessor is duly authorized to and has the full power and authority to enter into this Third Amendment and to perform all of Lessor's obligations under the Agreement as amended hereby.

b) Lessee is not currently in default under the Agreement, and to Lessor's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Lessee under the Agreement.

c) Lessor acknowledges that the Leased Premises, as defined, shall include any portion of Lessor's Property on which communications facilities or other Lessee improvements exist on the date of this Third Amendment.

7. IRS Form W-9. Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this Third Amendment and at such other times as may be reasonably requested by Lessee. In the event the Lessor's Property is transferred, the succeeding

Lessor shall have a duty at the time of such transfer to provide Lessee with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in the rent to the new Lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

8. Condemnation. If Lessor receives notice of a proposed taking by eminent domain of any part of the lease area or easements, Lessor will notify Lessee of the proposed taking within five (5) days of receiving said notice and Lessee will have the option to: (i) declare the Agreement null and void and thereafter neither party will have any liability or obligation hereunder; or (ii) remain in possession of that portion of the lease area and easements that will not be taken, in which event there shall be an equitable adjustment in rent on account of the portion of the lease area and easement so taken. With either option Lessee shall have the right to pursue all available remedies at law or equity.

9. Lessor's Cooperation. If requested by Lessee, Lessor will execute, at Lessee's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Leased Premises, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Lessee in Lessee's absolute discretion to utilize the Leased Premises for the purpose of construction, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Lessor agrees to be named applicant if requested by Lessee. Lessor shall be entitled to no further consideration with respect to any of the foregoing matters. Provided, the foregoing shall not be construed to require Lessor to bypass regulatory and approval processes required under the Nichols Hills City Code or other applicable law.

10. Visual Impacts Mitigation In connection with any proposed changes or additions occurring after the Effective Date that require a permit under the Nichols Hills City Code and would materially change the aesthetic impacts from public view of the tower structure (except as previously approved by the City Council of the City of Nichols Hills acting in Lessor's capacity as lessor as distinguished from Lessor's capacity as regulator), attached antennas, mounts and other equipment, or ground-mounted equipment, Lessee will evaluate and offer reasonable and technically feasible options to Lessor to minimize or mitigate the visual impacts of the changes. Such options shall include, but not be limited to: (i) selecting the smallest or otherwise least visible mounting systems capable of mounting antenna arrays and other equipment; (ii) selecting antennas and other tower-mounted devices that, to the extent possible, are visually coordinated with one another and arranged symmetrically around the vertical axis; (iii) painting attached structures, antennas and other equipment to match the tower; (iv) painting the tower and/or attached structures and equipment to minimize visibility and/or adverse visual impact; (iv) installing cladding over antennas, other equipment and associated mounting structures for a more uniform appearance; and (v) other reasonable and technically feasible concealment or stealthing options if proposed by Lessor. If Lessee rejects any concealment or stealthing option proposed by Lessor, Lessee shall state the reasons the option is unreasonable or technically unfeasible.

11. Early Termination for Adverse Visual Impacts. In addition to Lessor's existing right of early termination under Article I of the Original Agreement, Lessor may terminate the

Agreement, as amended, at any time upon 12 months prior written notice to Lessee if the City Council of the City of Nichols Hills determines, in its sole reasonable discretion, that (i) specific adverse visual changes to the tower, tower-mounted structures and equipment after the Effective Date of this Third Amendment have rendered the tower incompatible with the character of the surrounding neighborhood; and (ii) such changes have not been previously and lawfully approved by the City Council acting in Lessor's capacity as lessor (as distinguished from Lessor's capacity as regulator). Within 30 days of such written notice, Lessee may propose changes to correct the adverse visual changes identified by the City Council. Within 90 days of any such corrective proposal by Lessee, the City Council shall determine whether such proposed changes are sufficient to correct such adverse visual changes. If the proposed corrective changes are determined to be sufficient, the notice of termination provided to Lessee under this paragraph shall be of no further force and effect from and after the date such corrective changes are implemented; provided, a determination that the proposed corrective changes are sufficient for purposes of this paragraph shall not be a substitute for permits and approvals otherwise required by the Nichols Hills City Code or other applicable law.

12. Limitation of Liability. No portion of the Agreement or this Third Amendment shall be construed to create an obligation for Lessor to expend funds in excess of proceeds received under the Agreement or this Third Amendment within Lessor's then-current fiscal year.

13. Counterparts. This Third Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

14. Remainder of Agreement Unaffected. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this Third Amendment is hereby amended to be consistent.

15. Survey. Lessee reserves the right, at its discretion and at its sole cost, to obtain a survey ("Survey") specifically describing the Leased Premises and any access and utility easements associated therewith. Lessee shall be permitted to attach the Survey as an exhibit to this Third Amendment and any related memorandum for recording, which shall update and replace the existing description, at any time prior to or after closing of this Third Amendment.

16. Recordation. Lessee, at its cost and expense, shall have the right to record a memorandum of this Third Amendment in the Official Records at any time following the execution of this Third Amendment by all parties hereto. In addition, Lessee shall have the right in its discretion, to record a notice of lease, affidavit or other form to be determined by Lessee without Lessor's signature in form and content substantially similar to the memorandum, to provide record notice of the terms of this Third Amendment.

17. Electronic Signatures. Each party agrees that the electronic signatures of the parties included in this Third Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. As used herein, "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with this Third Amendment and executed and adopted by a party with the intent to sign this Third Amendment, including facsimile or email electronic signatures.

[Signature pages follow]

Lessor has caused this Third Amendment to be duly executed as of the date first written below.

LESSOR:

CITY OF NICHOLS HILLS, OKLAHOMA, a municipal corporation

Approved by the Mayor of the City of Nichols Hills, Oklahoma, on the 12th day of December, 2023.

ATTEST:

Amanda Copeland
City Clerk

Jody M. Clements
Mayor

Reviewed as to Form and Legality:

Jim M. Williams
City Attorney



[Lessee Execution Page Follows]

This Third Amendment is executed by Lessee as of the date first written below.

LESSEE:

T-MOBILE USA TOWER LLC,
a Delaware limited liability company

By: CCTMO LLC,
a Delaware limited liability company
Its: Attorney In Fact

By: _____

Print Name: _____

Print Title: _____

Date: _____

Exhibit A
(The Leased Premises, as expanded by the Second Amendment)

LEASED PREMISES, AS EXPANDED

A TRACT OF LAND LYING IN THE NORTHEAST QUARTER OF SECTION SIX (6), TOWNSHIP TWELVE (12) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN, AND BEING A PART OF BLOCK EIGHTY-EIGHT (88) IN NICHOLS HILLS SUBDIVISION, OKLAHOMA COUNTY, OKLAHOMA, AND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 2, BLOCK 88, NICHOLS HILLS SUBDIVISION AS RECORDED IN OKLAHOMA COUNTY, OKLAHOMA; THENCE NORTH 30°46'23" WEST A DISTANCE OF 224.68 FEET TO THE POINT OF BEGINNING; THENCE NORTH 78°35'10" WEST A DISTANCE OF 13.50 FEET; THENCE NORTH 11°24'50" EAST A DISTANCE OF 19.50 FEET; THENCE SOUTH 78°35'10" EAST A DISTANCE OF 33.50 FEET; THENCE SOUTH 11°24'50" WEST A DISTANCE OF 20.00 FEET; THENCE NORTH 78°35'10" WEST A DISTANCE OF 20.00 FEET, TO THE POINT OF BEGINNING.

20' ACCESS/UTILITY EASEMENT

A TRACT OF LAND LYING IN THE NORTHEAST QUARTER OF SECTION SIX (6), TOWNSHIP TWELVE (12) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN, AND BEING A PART OF BLOCK EIGHTY-EIGHT (88) IN NICHOLS HILLS SUBDIVISION, OKLAHOMA COUNTY, OKLAHOMA, AND BEING DESCRIBED AS FOLLOWS: A 20.00 FOOT EASEMENT FOR INGRESS AND EGRESS LYING 10.00 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE: COMMENCING AT THE SOUTHEAST CORNER OF LOT 2, BLOCK 88, OKLAHOMA COUNTY, OKLAHOMA; THENCE NORTH 07°52'32" WEST A DISTANCE OF 353.05 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90°00'00" WEST A DISTANCE OF 69.31 FEET; THENCE SOUTH 08°45'51" WEST A DISTANCE OF 144.44 FEET; THENCE SOUTH 81°14'09" EAST A DISTANCE OF 27.02 FEET TO THE POINT OF TERMINATION.

10' UTILITY EASEMENT

A TRACT OF LAND LYING IN THE NORTHEAST QUARTER OF SECTION SIX (6), TOWNSHIP TWELVE (12) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN, AND BEING A PART OF BLOCK EIGHTY-EIGHT (88) IN NICHOLS HILLS SUBDIVISION, OKLAHOMA COUNTY, OKLAHOMA, AND BEING DESCRIBED AS FOLLOWS: A 10.00 FOOT EASEMENT FOR INGRESS AND EGRESS LYING 5.00 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE: COMMENCING AT THE SOUTHEAST CORNER OF LOT 2, BLOCK 88, NICHOLS HILLS SUBDIVISION AS RECORDED IN OKLAHOMA COUNTY, OKLAHOMA; THENCE NORTH 30°46'23" WEST A DISTANCE OF 224.68 FEET; THENCE NORTH 11°24'50" EAST A DISTANCE OF 20.00 FEET; THENCE SOUTH 78°35'10" EAST A DISTANCE OF 20.00 FEET; THENCE SOUTH 11°24'50" WEST A DISTANCE OF 20.00 FEET; THENCE NORTH 78°35'10" WEST A DISTANCE OF 16.24 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 46°05'13" WEST A DISTANCE OF 78.77 FEET, FOR A TERMINUS.

**Exhibit B
(Site Plan)**

WHEN RECORDED RETURN TO:

T-Mobile USA Tower LLC
c/o CCTMO LLC
8020 Katy Freeway
Houston, Texas 77024

Prepared by:
Parker Legal Group, PC
600 West Broadway, Suite 700
San Diego, California 92101

Space above this line for Recorder's Use

**A.P.N. City property – not assigned Prior Recorded Document(s) in Oklahoma County, Oklahoma:
May 21, 2021, at 2021052101088742, Book 14748, Page 84
March 28, 2023, at 2023032801037908, Book 15419, Page 1361**

**MEMORANDUM OF AMENDMENT TO
AGREEMENT**

This Memorandum of Amendment to Agreement ("Memorandum") is dated and made effective as of the date of the last party to sign, by and between CITY OF NICHOLS HILLS, OKLAHOMA, a municipal corporation ("Lessor"), with a mailing address of 6407 Avondale Drive, Nichols Hills, Oklahoma 73116, and T-MOBILE USA TOWER LLC, a Delaware limited liability company, by and through CCTMO LLC, a Delaware limited liability company, its attorney in fact ("Lessee"), with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

1. Lessor and Western PCS I Corporation, a Delaware corporation ("Original Lessee") entered into an Agreement dated January 14, 1997 (the "Original Agreement"), whereby Original Lessee leased certain real property, together with access and utility easements, located in Oklahoma County, Oklahoma from Lessor (the "Leased Premises"), all located within certain real property owned by Lessor ("Lessor's Property"). Lessor's Property is more particularly described in Exhibit A attached hereto.

2. The Original Agreement was amended by that certain First Amendment to Agreement dated March 9, 2021, a memorandum of which was recorded in the official records of Oklahoma County, Oklahoma ("Official Records") on May 21, 2021 at Instrument No. 2021052101088742, in Book 14748, Page 84 ("First Amendment"), and was further amended by that certain Second Amendment to Agreement dated March 14, 2023, a memorandum of which was recorded in the Official Records on March 28, 2023 at Instrument No. 2023032801037908, in Book 15419, Page 1361 ("Second Amendment") (hereinafter the Original Agreement, First Amendment and Second Amendment are collectively referred to as the "Agreement").

3. T-Mobile USA Tower LLC is currently the lessee under the Agreement as successor in interest to Original Lessee.

4. The Leased Premises may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto.

5. The Agreement had an initial term that commenced on January 15, 1997 and expired on January 14, 2002. The Agreement provides for four (4) extensions of five (5) years each (each an "Extension Option"). The First Amendment extended the term of the Agreement to January 14, 2024. According to the Agreement, as amended, the final extension expires on January 14, 2024.

6. Lessor and Lessee have entered into a Third Amendment to Agreement (the "Third Amendment"), of which this is a Memorandum, providing for five (5) additional Extension Options of five (5) years each. Pursuant to the Third Amendment, the final Extension Option expires on January 14, 2049.

7. In the event of any inconsistency between this Memorandum and the Third Amendment, the Third Amendment shall control.

8. The terms, covenants and provisions of the Third Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Lessor and Lessee.

9. This Memorandum does not contain the social security number of any person.

10. A copy of the Third Amendment is on file with Lessor and Lessee.

[Execution Pages Follow]

IN WITNESS WHEREOF, hereunto and to duplicates hereof, Lessor has caused this Memorandum to be duly executed on the date first written below.

LESSOR:

CITY OF NICHOLS HILLS, OKLAHOMA, a municipal corporation

Approved by the Mayor of the City of Nichols Hills, Oklahoma, on the 12th day of December, 2023.

ATTEST:

Amanda Copeland
City Clerk

Sody M. Clements
Mayor

Reviewed as to Form and Legality:

Sherry Dickson
City Attorney

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Oklahoma }

COUNTY OF Oklahoma }

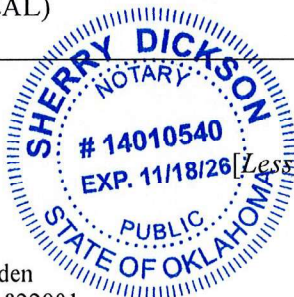
On this 12th day of December, 2023 before me Sherry Dickson (notary public), personally appeared Sody M. Clements (print name), who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Oklahoma that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sherry Dickson (notary public)

(NOTARY SEAL)



[Lessee Execution Page Follows]

IN WITNESS WHEREOF, hereunto and to duplicates hereof, Lessee has caused this Memorandum to be duly executed on the date first written below.

LESSEE:

T-MOBILE USA TOWER LLC,
a Delaware limited liability company

By: CCTMO LLC,
a Delaware limited liability company
Its: Attorney in Fact

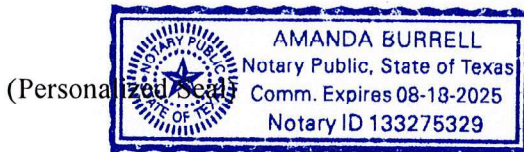
By: [Signature]
Print Name: Matthew Norwood
Print Title: Dir Nat'l RE Ops
Date: 01/11/2024

State of Texas

County of Harris

Before me, Amanda Burrell, a Notary Public, on this day personally appeared Matthew Norwood, Dir Nat'l RE Ops of CCTMO LLC, a Delaware limited liability company, as Attorney in Fact for T-MOBILE USA TOWER LLC, a Delaware limited liability company, known to me (or proved to me on the oath of _____ or through driver's license, state id card, resident id card, military id card, or passport) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 11 day of Jan., 2024.



[Signature]
Notary Public's Signature

Exhibit A
(The Leased Premises, as expanded by the Second Amendment)

LEASED PREMISES, AS EXPANDED

A TRACT OF LAND LYING IN THE NORTHEAST QUARTER OF SECTION SIX (6), TOWNSHIP TWELVE (12) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN, AND BEING A PART OF BLOCK EIGHTY-EIGHT (88) IN NICHOLS HILLS SUBDIVISION, OKLAHOMA COUNTY, OKLAHOMA, AND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 2, BLOCK 88, NICHOLS HILLS SUBDIVISION AS RECORDED IN OKLAHOMA COUNTY, OKLAHOMA; THENCE NORTH 30°46'23" WEST A DISTANCE OF 224.68 FEET TO THE POINT OF BEGINNING; THENCE NORTH 78°35'10" WEST A DISTANCE OF 13.50 FEET; THENCE NORTH 11°24'50" EAST A DISTANCE OF 19.50 FEET; THENCE SOUTH 78°35'10" EAST A DISTANCE OF 33.50 FEET; THENCE SOUTH 11°24'50" WEST A DISTANCE OF 20.00 FEET; THENCE NORTH 78°35'10" WEST A DISTANCE OF 20.00 FEET, TO THE POINT OF BEGINNING.

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10' UTILITY EASEMENT

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**NOTICE OF PUBLIC HEARINGS
CITY OF NICHOLS HILLS, OKLAHOMA
PC-2024-08**

Notice is hereby given that Esperanza Real Estate Investments has filed an application (“the Application”) with the City of Nichols Hills Oklahoma for approval to rezone the following described property from the R-2 Two-Family Residential Zoning District to the R-3 Multiple-Family Residential Zoning District:

Lot Twelve (12), Block Twenty-eight (28), in NICHOLS HILLS
ADDITION to the City of Nichols Hills, Oklahoma County, Oklahoma
(Less and Except One (1) foot off the Southeasterly side thereof),
according to the recorded plat thereof.

The property subject to the application is generally located at 6523 Avondale Drive in Nichols Hills, Oklahoma.

This Application will be considered at public hearings to be held by both the Nichols Hills Planning Commission and the Nichols Hills City Council. These public hearings will be held by the Nichols Hills Planning Commission on **Tuesday, September 3, 2024 at 5:30 p.m.**, and by the Nichols Hills City Council on **Tuesday, September 10, 2024 at 5:30 p.m.** Both public hearings will be held at the Council Chambers, City Hall, 6407 Avondale Drive, Nichols Hills, Oklahoma 73116.

The Application and supporting documentation may be inspected in the office of the City Clerk during regular business hours.

Any person having any objection to or supporting this Application may appear before the Planning Commission and the City Council on the above dates for the public hearings and show cause why the proposed Application should be approved or disapproved. Written protest against the proposed Application may be filed with the office of the City Clerk, 6407 Avondale Drive, Nichols Hills, Oklahoma, 73116 not less than three (3) days before the public hearing.

The following map shows the area affected by the Application:



Dated this 12th day of August, 2024

Amanda Copeland, City Clerk
City of Nichols Hills, Oklahoma

RECEIVED

By Dillion at 8:08 am, Aug 09, 2024



CITY OF NICHOLS HILLS, OKLAHOMA
Application for the Rezoning of Property

Staff use only

Case # _____

Date filed _____

Fee receipt # _____

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

Applicant is encouraged to consult Sec. 50-586 of the Nichols Hills City Code ("the Code") when completing this Application. For Planned Unit Development (PUD) applications, applicant is encouraged to consult Sec. 50-112 of the Code.

This Application requires recommendation for approval by the Nichols Hills Planning Commission and approval of the Nichols Hills City Council.

Attach a separate sheet to provide complete answers if necessary.

Applicant's name: Esperanza Real Estate Investments (Susan Binkowski)

Mailing address: 12601 Dutch Forest Ln., Edmond, OK 73013

Telephone number(s): 405-834-5694

Email address(es): shalom@susanbinkowski.com

Address or general location of property proposed for rezoning [if metes and bounds, please attach]:
6523 Avondale Avenue, Nichols Hills, OK

Current zoning classification of the property: R-2

Requested zoning classification for the property: R-3

Present use of the property: Residential

Reason rezoning is requested: Add additional unit. To make duplex a triplex

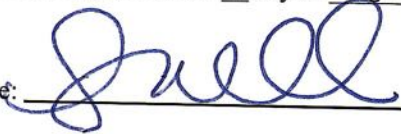
The following must be attached to this Application:

1. **Proof of authority.** Proof of applicant's authority to make this Application by attaching a copy of the applicable deed evidencing applicant's ownership or an affidavit regarding ownership (a form for which is attached to this Application).
2. **Ownership list.** Report certified by a bonded abstractor stating the names and mailing addresses for the owner(s) of record whose property is within a 300-foot radius of the exterior boundary of the subject property.
3. **Site map.** Detailed site map (and an electronic copy of such map) drawn to scale showing the dimensions of the subject property; any existing and proposed buildings (including dimensions, distances from property lines, and proposed uses); any existing and proposed parking spaces (including location, layout, and dimensions); means of ingress and egress in relation to adjacent streets (including street names and right-of-way widths); location and size of all existing utility easements; and any other relevant information.
4. **PUDs.** For PUD applications, a PUD design statement and master development plan map in compliance with Sec. 50-112 of the Code.

This Application will be considered officially submitted and filed only after it is examined by the City Clerk and found to have met the applicable requirements of the Code and those set out in this Application and after the fee of \$750 as required by the Code has been paid. At that time, the City Clerk will set the Application for hearing before the Nichols Hills Planning Commission and the Nichols Hills City Council. Applicant will be advised of the date and time for those hearings. It is highly recommended that applicant attend (or have a representative attend) the hearings and be prepared to answer questions.

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

Submitted and agreed to this 7th day of August, 2024.

Signature: 

Print applicant's full legal name: Esperanza Real Estate Investments

Print signatory party's title if applicant is a legal entity: Susan Binkowski, Owner, Mng'r

Form of affidavit regarding ownership

Affidavit

STATE OF Oklahoma

COUNTY OF Oklahoma

Susan Binkowski, being first duly sworn, states:

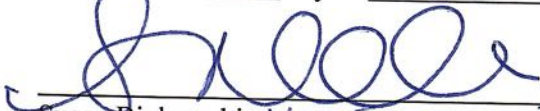
1. My name is **Susan Binkowski**. My address is **12601 Dutch Forest Ln, Edmond, OK 73013**. I am over the age of 18. I am a resident of the State of Oklahoma. I have personal knowledge of the matters stated in this Affidavit.
2. I am the current and legal owner of the property in the City of Nichols Hills with the address of **6523 Avondale Avenue** and more particularly described as:

Refer to attached survey

3. I am the applicant for the hearing and action by the Board of Adjustment pursuant to the Nichols Hills City Code.
4. This address and legal description accurately describe the property for which hearing and action is requested.

I declare to the best of my knowledge and belief that the information in this Affidavit is true, correct, and complete.

Executed this 7th day of August, 2024.


Susan Binkowski, Mgr Esperanza Real Estate Investments, LLC

Notary Acknowledgment

Subscribed and sworn to before me this 7 day of August, 2024.


Notary Public

My Commission Expires: _____
Comm. No. _____



Form of affidavit regarding ownership

Affidavit

STATE OF _____

COUNTY OF _____

Susan Binkowski, being first duly sworn, states:

1. My name is **Susan Binkowski**. My address is **12601 Dutch Forest Ln, Edmond, OK 73013**. I am over the age of 18. I am a resident of the State of Oklahoma. I have personal knowledge of the matters stated in this Affidavit.

2. I am the current and legal owner of the property in the City of Nichols Hills with the address of **6523 Avondale Avenue** and more particularly described as:

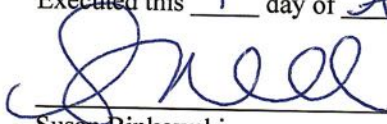
Refer to attached survey

3. I am the applicant for the hearing and action by the Board of Adjustment pursuant to the Nichols Hills City Code.

4. This address and legal description accurately describe the property for which hearing and action is requested.

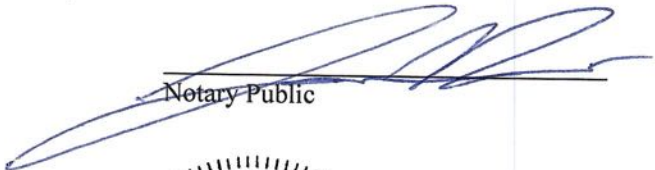
I declare to the best of my knowledge and belief that the information in this Affidavit is true, correct, and complete.

Executed this 7th day of August, 2024.


Susan Binkowski

Notary Acknowledgment

Subscribed and sworn to before me this 7 day of August, 2024.


Notary Public

My Commission Expires: _____

Comm. No. _____





WARRANTY DEED

Statutory Form Individual

Know All Men by These Presents:

THAT, **Last Post LLC, An Oklahoma Single Member Limited Liability Company**, duly organized and existing under and by virtue of the laws of the State of , party of the first part, in consideration of the sum of TEN and No/100 (\$10.00) and other valuable considerations in hand paid, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and convey unto **Esperanza Real Estate Investments LLC**, party of the second part, the following described real property and premises situate in Oklahoma County, State of Oklahoma, to wit:

Lot Twelve (12), Block Twenty-Eight (28), in NICHOLS HILLS ADDITION, to the City of Nichols Hills, Oklahoma County, Oklahoma (Less and Except One (1) foot off the Southeasterly side thereof), according to the recorded plat thereof.

LESS AND EXCEPT ALL OIL, GAS AND OTHER MINERALS IN AND UNDER THE LAND

TAX ID No.: 169573700

Grantee's Mailing Address: 12115 Old Mill Rd, Oklahoma City, OK 73131

together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said party of the second part, its heirs and assigns forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature. SUBJECT to existing zoning, easements, right-of-ways and restrictive covenants of record.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name by its Manager this 7th day of October, 2021.

LAST POST LLC

Ronald R. Hope
Manager

2109342
Doc Stamps: \$ 525.00
CORPORATION OR LLC ACKNOWLEDGMENT

State of Oklahoma
County of Oklahoma

Before me, the undersigned, a Notary Public in and for said County and State on this 7th day of October, 2021, personally appeared, Ronald R. Hope, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Manager and acknowledged to me that same was executed as the free and voluntary act and deed of such entity for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Teresa Koeppe
Commission Expires: 5/19/2023



RETURN TO:
Oklahoma City Abstract & Title Co.
1930 N.W. Expressway, Suite 210
OKC OK 73118

CERTIFICATE

The undersigned bonded abstractor in and for Oklahoma County, Oklahoma, does hereby certify that attached as Exhibit "B" hereto is a list of owners and their addresses of property adjoining within **300** feet of the land described on Exhibit "A" attached hereto according to the records maintained in the Office of the County Treasurer of Oklahoma County, Oklahoma.

Executed at Oklahoma City, Oklahoma this 1st day of August, 2024.

AMERICAN EAGLE TITLE INSURANCE COMPANY



JESSICA LOUK
ABSTRACT MANAGER

State of Oklahoma)
) ss.
County of Oklahoma)

This instrument was acknowledged before me on August 8, 2024, by Jessica Louk,
Abstract Manager.



NOTARY PUBLIC

My commission expires:
Order No.: 2408-0113-20



"EXHIBIT A"

Lot Twelve (12), Block Twenty-eight (28), in NICHOLS HILLS ADDITION to the City of Nichols Hills, Oklahoma County, Oklahoma (Less and Except One (1) foot off the Southeasterly side thereof), according to the recorded plat thereof.

“Exhibit B”

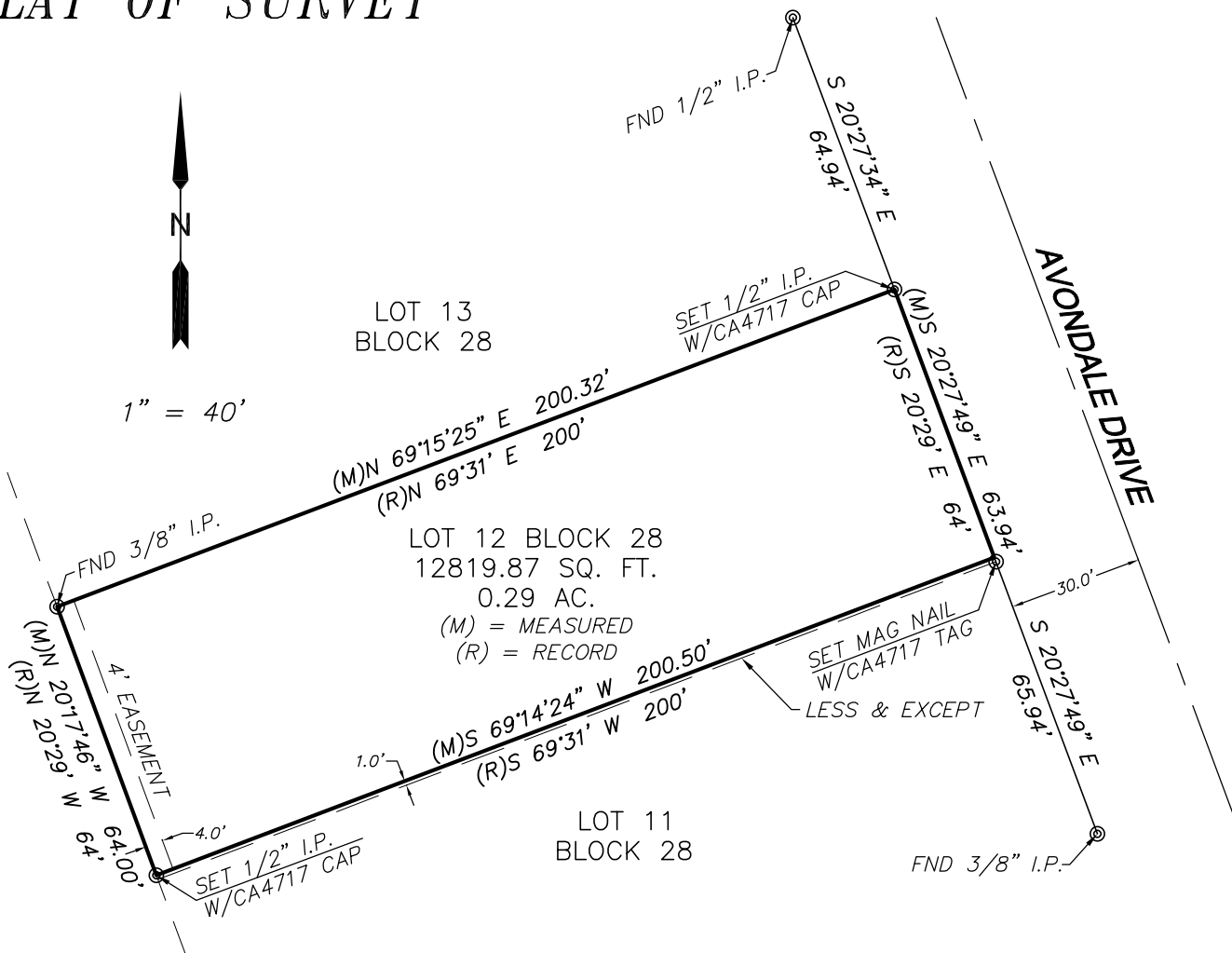
Dated: August 8, 2024

Order No. 2408-0113-20

ESPERANZA REAL ESTATE INVESTMENTS LLC 12601 DUTCH FOREST LN EDMOND, OK 73013	169573700 LOT 012 BLOCK 028 EX SE1FT NICHOLS HILLS ADD (SUBJECT PROPERTY)
CHASE ROSEMARIE TRS CHASE ROSEMARIE LIV TRUST 3904 NW 61 ST ST OKLAHOMA CITY, OK 73112	169570460 LOT 012 BLOCK 005 NICHOLS HILLS ADD
REIS JAMES MARTIN FAMILY REV TRUST 6516 AVONDALE DR NICHOLS HILLS, OK 73116-6414	169570465 LOT 013 BLOCK 005 NICHOLS HILLS ADD
DOWNEY JOHN SCHNEIDER DOWNEY LISA 8300 NE 125 TH ST JONES, OK 73049	169570570 LOT 012 BLOCK 006 NICHOLS HILLS ADD
LAMPKIN TONI K TRS LAMPKIN KATIE TRUST 1124 BEDFORD DR NICHOLS HILLS, OK 73116	169570580 LOT 013 BLOCK 006 NICHOLS HILLS ADD
GANTER JULIE ANN TRS GANTER LEWIS CARL & JULIE ANN TRUST 8108 LAKEHURST DR OKLAHOMA CITY, OK 73120	169570590 LOT 014 BLOCK 006 NICHOLS HILLS ADD
LATHROP ANTHONY PHILIP & SUSAN 1127 FENWICK PL NICHOLS HILLS, OK 73116-6409	169570600 LOT 015 BLOCK 006 NICHOLS HILLS ADD
KADAVY CARLA J TRS KADAVY CARLA J LIVING TRUST 1125 FENWICK PL NICHOLS HILLS, OK 73116	169570610 LOT 016 BLOCK 006 NICHOLS HILLS ADD
BUXTON VIRGINIA K TRUST 1123 FENWICK PL NICHOLS HILLS, OK 73116-6409	169570620 LOT 017 BLOCK 006 NICHOLS HILLS ADD
RAM PETER & KATHLEEN 1121 FENWICK PL NICHOLS HILLS, OK 73116-6409	169570625 LOT 018 BLOCK 006 NICHOLS HILLS ADD
KINLAW KENNETH L TRS DISTASIO RENA A TRS KINLAW DISTASIO TRUST 6600 TRENTON RD NICHOLS HILLS, OK 73116-6011	169570700 LOT 015 BLOCK 007 NICHOLS HILLS ADD
HUBBARD TERRIE L TRUST 6600 AVONDALE DR NICHOLS HILLS, OK 73116-6018	169573370 LOT 009 BLOCK 025 NICHOLS HILLS ADD
WAYNE IVAN 6513 AVONDALE DR NICHOLS HILLS, OK 73116-6405	169573680 LOT 007 BLOCK 028 NICHOLS HILLS ADD
JENNINGS DUPLEX LLC 6515 AVONDALE DR OKLAHOMA CITY, OK 73116	169573682 LOT 008 BLOCK 028 NICHOLS HILLS ADD

ESPERANZA REAL ESTATE INVESTMENTS LLC 12601 DUTCH FOREST LN EDMOND, OK 73013-7583	169573685 LOT 009 BLOCK 028 NICHOLS HILLS ADD
ESPERANZA REAL ESTATE INVESTMENTS LLC 12601 DUTCH FOREST LN EDMOND, OK 73013-7583	169573688 LOT 010 BLOCK 028 NICHOLS HILLS ADD
ESPERANZA REAL ESTATE INVESTMENTS LLC 12601 DUTCH FOREST LN EDMOND, OK 73013	169573690 LOT 000 BLOCK 028 ALL OF LTO 11 & SEIFT OF LOT 12 NICHOLS HILLS ADD
DUDLEY THOMAS S TRS DUDLEY TRACEY S IRREV TRUST 3140 NW 70 TH ST OKLAHOMA CITY, OK 73116	169573710 LOT 013 BLOCK 028 NICHOLS HILLS ADD
ESPERANZA REAL ESTATE INVESTMENTS LLC 12601 DUTCH FOREST LN EDMOND, OK 73013	169573714 LOT 014 BLOCK 028 NICHOLS HILLS ADD
ESPERANZA REAL ESTATE INVESTMENTS LLC 12601 DUTCH FOREST LN EDMOND, OK 73013-7583	169573716 LOT 015 BLOCK 028 NICHOLS HILLS ADD
NICHOLS HILLS UNITED METHODIST CHURCH 1212 BEDFORD DR NICHOLS HILLS, OK 73116	169573720 LOT 000 BLOCK 028 LOTS 16 THRU 22 PLUS ELY/2 OF VACATED GRAND BLVD ADJ LOTS ON W APROX 5.15 ACRES NICHOLS HILLS ADD
CHESAPEAKE LAND DEVELOPMENT LLC PO BOX 18496 OKLAHOMA CITY, OK 73154	169573750 LOT 000 BLOCK 000 LOTS 23 THRU 27 IN BLK 28 & BLK F PLUS VACATED STREET (CALLED THE STRAND) LYING BETWEEN SD LTS & BLK F NICHOLS HILLS ADD
FRAYER HOMES LLC 6601 AVONDALE DR NICHOLS HILLS, OK 73116-6017	169573770 LOT 001 BLOCK 029 NICHOLS HILLS ADD

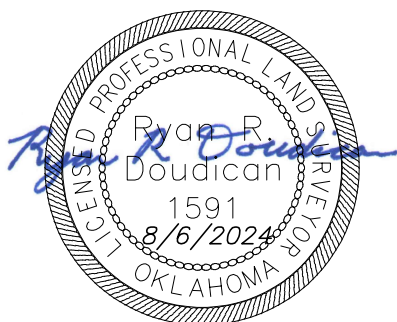
PLAT OF SURVEY



LEGAL DESCRIPTION

WARRANTY DEED – BOOK 14923, PAGE 1787

Lot Twelve (12), Block Twenty-eight (28), of NICHOLS HILLS ADDITION, to the City of Nichols Hills, Oklahoma County, Oklahoma (Less and Except One (1) foot off of the Southeasterly side thereof), according to the recorded plat thereof.



NOTES

Basis of Bearing: S 20°27'49" E along the East line of Lot 12, Block 28, Nichols Hills Addition, Oklahoma State Plane Coordinate System, North Zone, NAD83(2011), RTKNET.

I, Ryan Doudican, a Registered Professional Land Surveyor, do hereby certify that I, or others under my direct supervision, have made a careful survey of the property shown hereon.

This plat of survey meets the Minimum Technical Standards as adopted by the Board of Registration for Professional Engineers and Land Surveyors for the State of Oklahoma.

Date of last site visit – 8/6/2024
Property appears to have access to a public street.

OKLAHOMA SURVEY CO

3121 E. SORGHUM MILL RD. EDMOND, OK 73034
(405) 821-5656 ryan@oklahomasurveycompany.com

CERTIFICATE OF AUTHORIZATION #4717

BOUNDARY SURVEY
6523 AVONDALE DRIVE
CITY OF NICHOLS HILLS
OKLAHOMA COUNTY
OKLAHOMA

SCALE 1"=40'
DATE: 8/6/2024
PAGE 1 OF 1
PROJECT NO. 4013



816 NORTH WALKER, SUITE 100
OKLAHOMA CITY, OK 73102
VOICE: 405.605.1044
WWW.STUDIOARC.COM



Avondale Triplex Remodel
Esperanza Real Estate Investments
6523 and 6523.5 Avondale Dr.
Oklahoma City, Oklahoma 73116

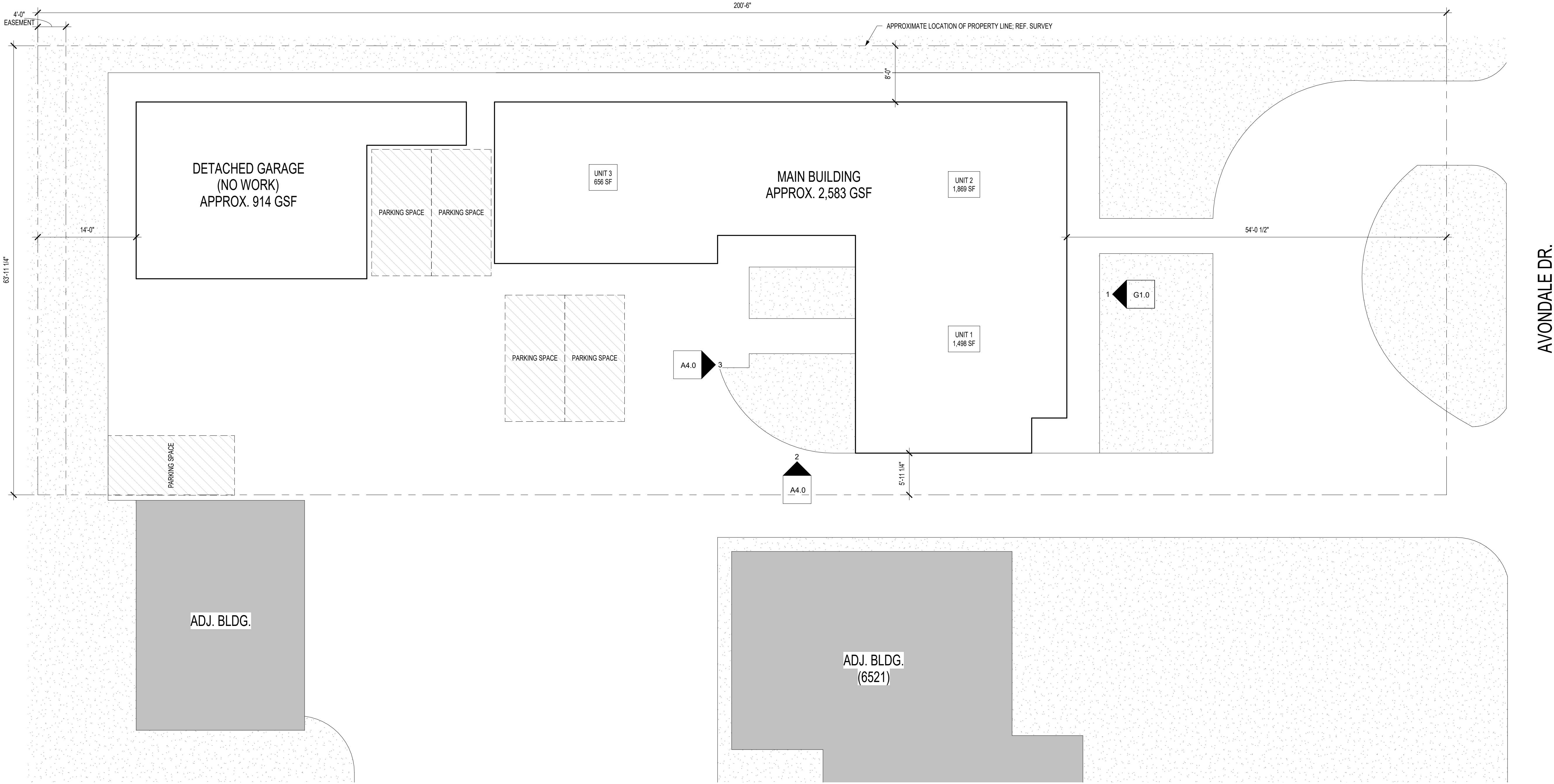
Revision		
#	Description	Date

Project Number
23 035

Sheet Title
SITE PLAN

Date
08/07/2024

AI.0



SITE COVERAGE:
2,583 SF (MAIN BLDG)
+ 914 SF (DETACHED GARAGE)
= 3,497 SF
3,497 SF / 12,800 SF (SITE) = 27% COVERAGE

1 | SITE PLAN
1/8" = 1'-0"
NORTH



Esperanza Real Estate Investments

Avondale Triplex Remodel

6523 and 6523.5 Avondale Dr.
Oklahoma City, Oklahoma 63116

Permit Set

08/07/2024

Drawing List - Architectural	
Sheet Number	Sheet Name
A0.1	ABBREVIATIONS, LEGENDS, ASSEMBLIES, GENERAL NOTES
A2.0	DEMOLITION FLOOR PLAN - LEVEL 1
A2.1	DEMOLITION FLOOR PLAN - LEVEL 2
A2.2	DEMOLITION ELEVATIONS
A2.5	ELECTRICAL POWER & SMOKE DETECTOR PLANS
A4.0	EXTERIOR ELEVATIONS & DETAILS
A1.0	SITE PLAN
A2.3	NEW CONSTRUCTION FLOOR PLAN - LEVEL 1
A2.4	NEW CONSTRUCTION FLOOR PLAN - LEVEL 2

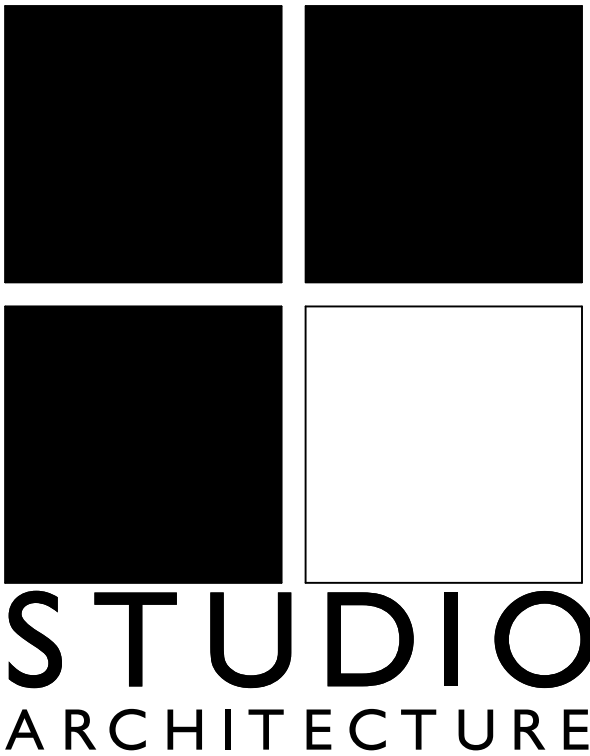
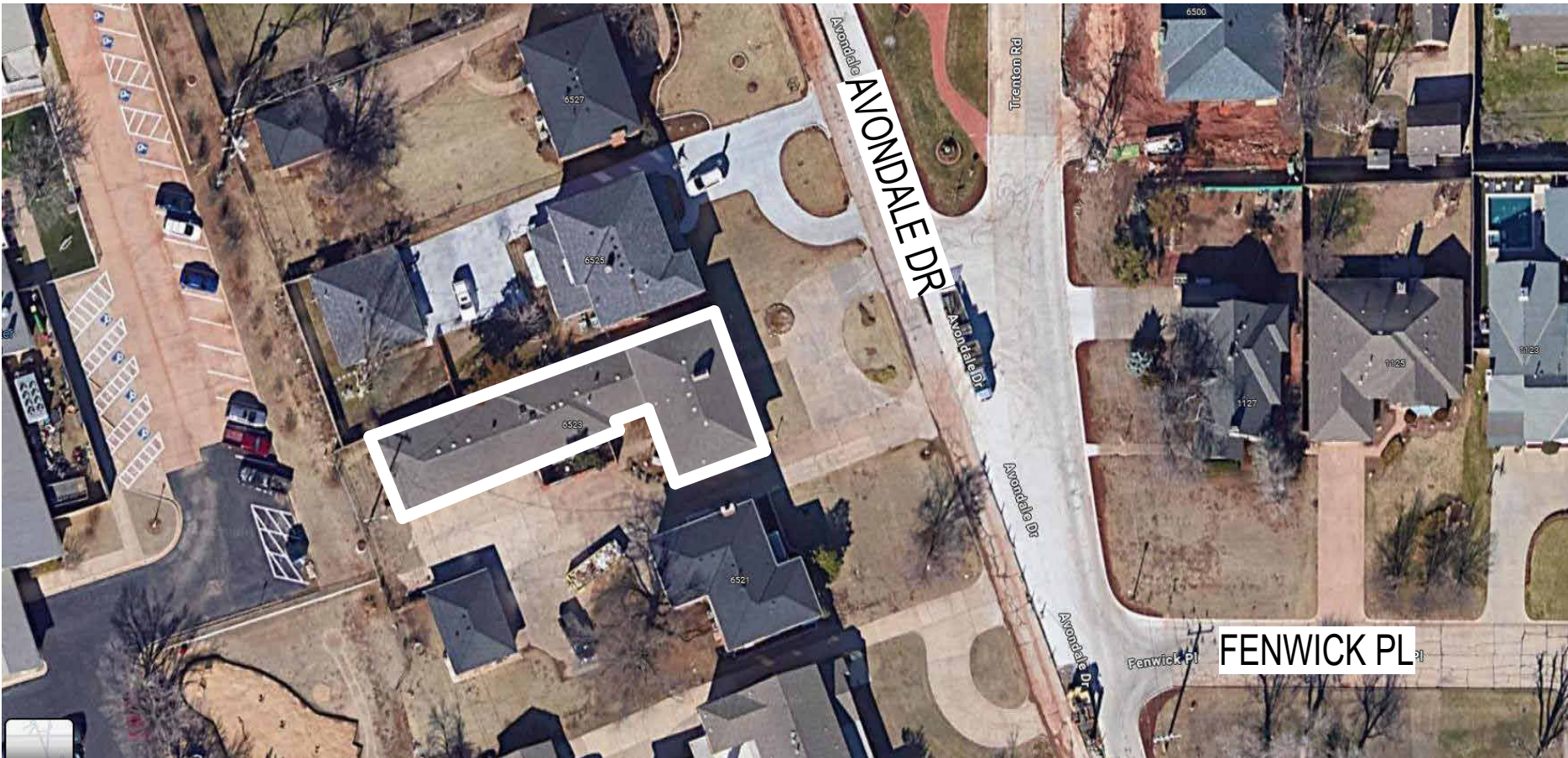
OWNER/DEVELOPER

ESPERANZA REAL ESTATE INVESTMENTS
2740 Featherston Road
Oklahoma City, Oklahoma 73120
TEL: 405-882-3531

ARCHITECT

STUDIO ARCHITECTURE, P.C.
816 N. Walker Ave., Suite 100
Oklahoma City, Oklahoma 73102
TEL: 405-605-1044

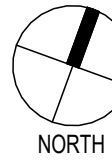
PROJECT LOCATION:



VIEW TITLE - SINGLE LINE
NO NORTH ARROW

1 | View Name Text Here - Single Line Type
1/8" = 1'-0"

VIEW TITLE - SINGLE LINE
W/ NORTH ARROW

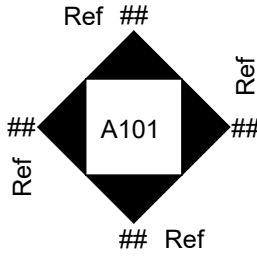


1 | View Name Text Here - Single Line Type
1/8" = 1'-0"

ROOM TAG
(MULT. OPTIONS)

A111
Room name
150 SF

EXTERIOR ELEVATIONS



LEVEL MARKER

Name
Elevation

NORTH ARROW



Abbreviations	
Abbreviation	Comments
ACT	ACOUSTICAL CEILING TILE
AFF	ABOVE FINISHED FLOOR
ALUM.	ALUMINUM
BLK.	BLOCK
BOM	BOTTOM OF MASONRY
BOS	BOTTOM OF STRUCTURE
BOT	BOTTOM OF TRUSS
BP	BRICK PAVERS
CFCI	CONTRACTOR FURNISHED, CONTRACTOR INSTALLED
CFMF	COLD FORMED METAL FRAMING
CJ	CONTROL JOINT
CLG	CEILING
CMU	CONCRETE MASONRY UNIT
CONC	CONCRETE
CONT	CONTINUOUS
CPT	CARPET
CT	CERAMIC TILE
DET	DETENTION
EJ	EXPANSION JOINT
ELEC	ELECTRICAL
ELEV	ELEVATION
EXP	EXPOSED CEILING / STRUCTURE / WALL
EXT	EXTERIOR
FD	FLOOR DRAIN
FEB	FIRE EXTINGUISHER BRACKET
FEC	FIRE EXTINGUISHER CABINET
FF	FINISHED FLOOR
FLR.	FLOOR
GA	GAUGE
GALV	GALVANIZED
GL	GLASS
GRN	GRANITE
GRT	GROUT
GT	GLASS TILE
GWB	GYP SUM WALL BOARD
HC	HARDENED CONCRETE
MECH	MECHANICAL
MO	MASONRY OPENING
MTL	METAL
N/A	NOT APPLICABLE

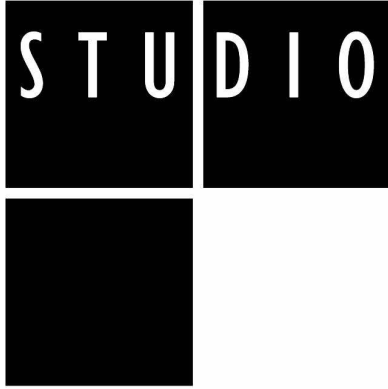
Abbreviations	
Abbreviation	Comments
NIC	NOT IN CONTRACT
NTS	NOT TO SCALE
OC	ON CENTER
OFCI	OWNER FURNISHED, CONTRACTOR INSTALLED
OFOI	OWNER FURNISHED, OWNER INSTALLED
OH	OPPOSITE HAND
PAD	CARPET PAD
PED	WALK-OFF MATT/ENTRANCE FLOORING
PL	PLASTIC LAMINATE
PT	PAINT (INTERIOR)
PX	PAINT (EXTERIOR)
QTZ	QUARTZ
RB	RUBBER BASE
RFL	RUBBER FLOORING
RO	ROUGH OPENING
RS	ROLLER SHADE
RST	RUBBER STAIR TREAD
RWP	RECONSTITUTED WOOD PANEL
SC	SEALED CONCRETE
SCHED.	SCHEDULE
SIM	SIMILAR
SST	STAINLESS STEEL
STL	STEEL
STRUCT	STRUCTURE
SUSP	SUSPENDED
THK	THICK
TK	TACK BOARD
TOC	TOP OF CONCRETE
TOM	TOP OF MASONRY
TOP	TOP OF PARAPET
TOS	TOP OF STEEL
TR	FLOORING TRANSITION
TYP	TYPICAL
UNO	UNLESS NOTED OTHERWISE
VWC	VINYL WILL COVERING
W/	WITH
WD	WOOD
WVP	WOOD VENEER PANELING

General Notes

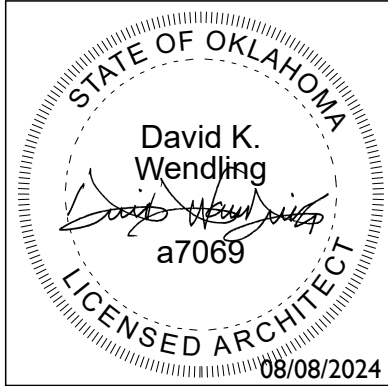
- THESE DRAWINGS ARE THE SOLE PROPERTY OF STUDIO ARCHITECTURE THE USE OR RE-USE OF THESE DRAWINGS IS HEREBY RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY WERE PREPARED. REPRODUCTION OF THESE DRAWINGS, IN WHOLE OR IN PART, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT IS HEREBY PROHIBITED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS, LICENSES AND PAY REQUIRED FEES.
- IN GENERAL, ALL WORK UNDER THIS CONTRACT INCLUDES: STRUCTURAL WORK AS REQUIRED, INTERIOR PARTITIONS, INTERIOR FINISHES, MECHANICAL, ELECTRICAL, AND PLUMBING WORK, AS SPECIFIED IN THE CONTRACT DOCUMENTS.
- PRIOR TO COMMENCEMENT OF WORK, THE CONTRACTOR SHALL CONTACT ALL UTILITY COMPANIES HAVING JURSDICTION TO VERIFY LOCATION OF ALL EXISTING LINES AND ANY OTHER FEATURES UNIQUE TO THIS PROJECT.
- MATERIALS OR FINISHES NOTED ON DRAWINGS ARE FOR GENERAL INFORMATION AND TO FACILITATE INTERPRETATION OF THE DRAWINGS. THE CONTRACTOR SHALL FURNISH OTHER SUPPLEMENTARY MATERIALS, ACCESSORIES ETC.. AS REQUIRED TO COMPLETE THE WORK.
- NO EXPOSED STUDS WILL BE PERMITTED IN ACCESSIBLE AREA.
- ALL WOOD BLOCKING IN THE BUILDING SHALL BE FIRE TREATED LUMBER.
- PROVIDE BLOCKING BEHIND ALL SIGNS, FIXTURE, PARTITIONS, ACCESSORIES, ETC. WHERE INDICATED OR REQUIRED TO INSURE PROPER AND SECURE INTALLATION OF SUCH ITEMS.
- ALL GYPSUM BOARD SHALL BE TAPED, BEDDED, AND SANDED, HAVING NO HOLES AND HAVING ALL VOIDS SEALED, UNLESS NOTED OTHERWISE ON THE DRAWINGS.
- ALL PENETRATIONS OF PIPES, CONDUITS, DUCTS, VENTS, ETC, SHALL BE TIGHTLY SEALED TO PREVENT PASSAGE OF SMOKE AND FIRE COMMENSURATE WITH RATING OF THE PARTITION.

General Notes - Remodel Specific

- CONTRACTOR SHALL VERIFY AT THE JOBSITE, ALL EXISTING CONDITIONS AND DIMENSIONS WHICH MAY AFFECT THE WORK PRIOR TO THE STARTING OF THE WORK AND NOTIFY THE OWNER AND ARCHITECT OF ANY DISCREPENCIES IMMEDIATELY UPON DISCOVERY.
- CONTRACTOR SHALL, IN THE WORK OF ALL PERFORM ALL CUTTING, PATCHING, REPAIRING, RESTORING, AND THE LIKE NECESSARY TO COMPLETE THE WORK AND TO RESTORE ANY DAMAGED OR AFFECTED SURFACE, RESULTING FROM THE WORK OF THESE CONTRACTS, TO THEIR ORIGINAL CONDITION TO THE SATISFACTION OF THE ARCHITECT.
- ALL MATERIALS AND FINISHES, INDICATED ON THE DRAWINGS SHALL BE NEW AND UNUSED, UNLESS NOTED OTHERWISE.

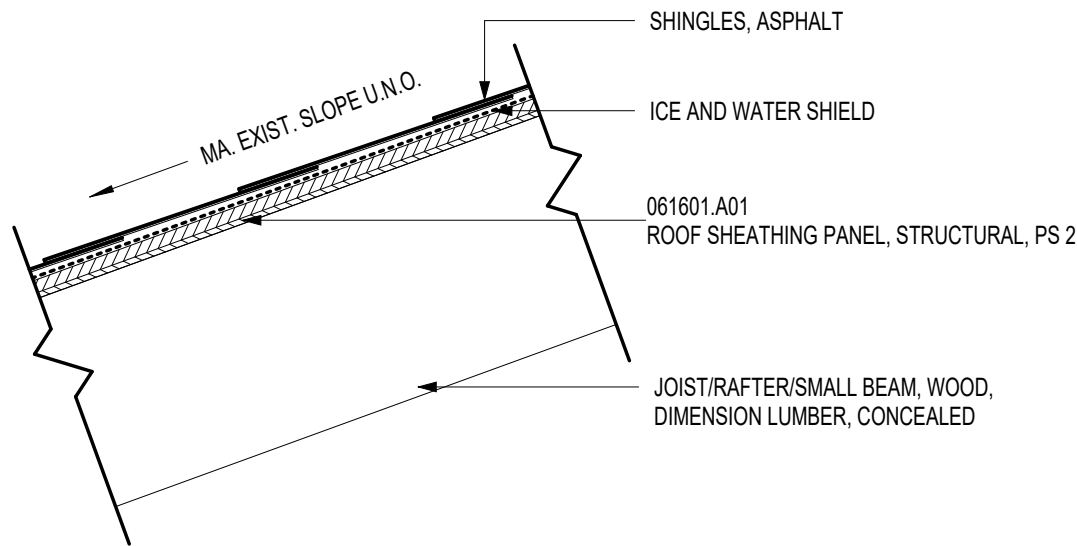
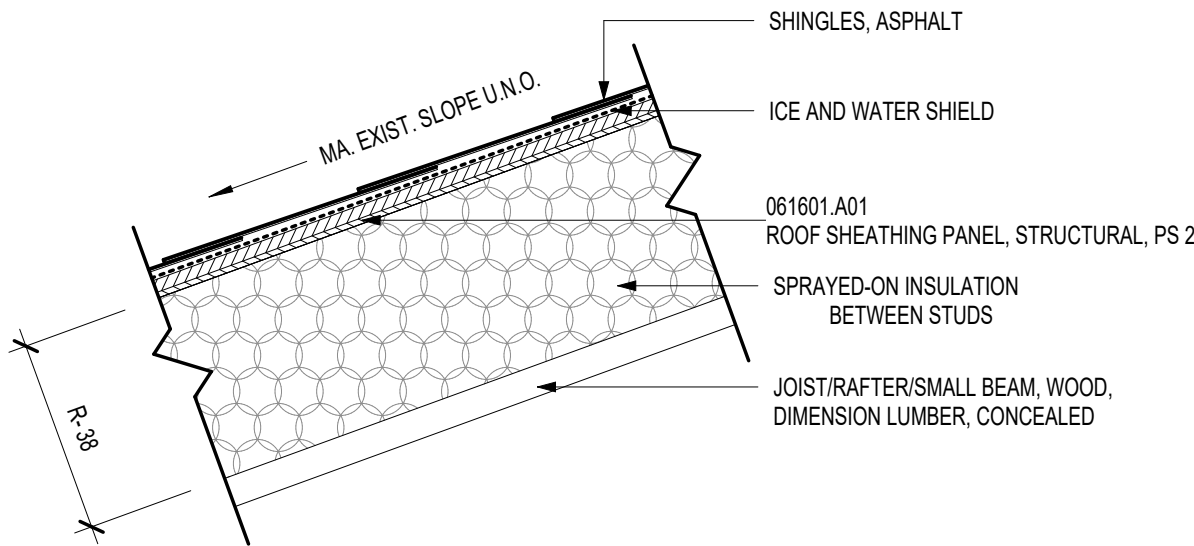


816 NORTH WALKER, SUITE 100
OKLAHOMA CITY, OK 73102
VOICE: 405.605.1044
WWW.STUDIOARC.COM



Avondale Triplex Remodel
Esperanza Real Estate Investments
6523 and 6523.5 Avondale Dr.
Oklahoma City, Oklahoma 63116

ROOF ASSEMBLIES (RA)



Revision		
#	Description	Date

Project Number	
23 035	
Sheet Title	
ABBREVIATIONS, LEGENDS, ASSEMBLIES, GENERAL NOTES	
Date	
08/07/2024	

A0.I

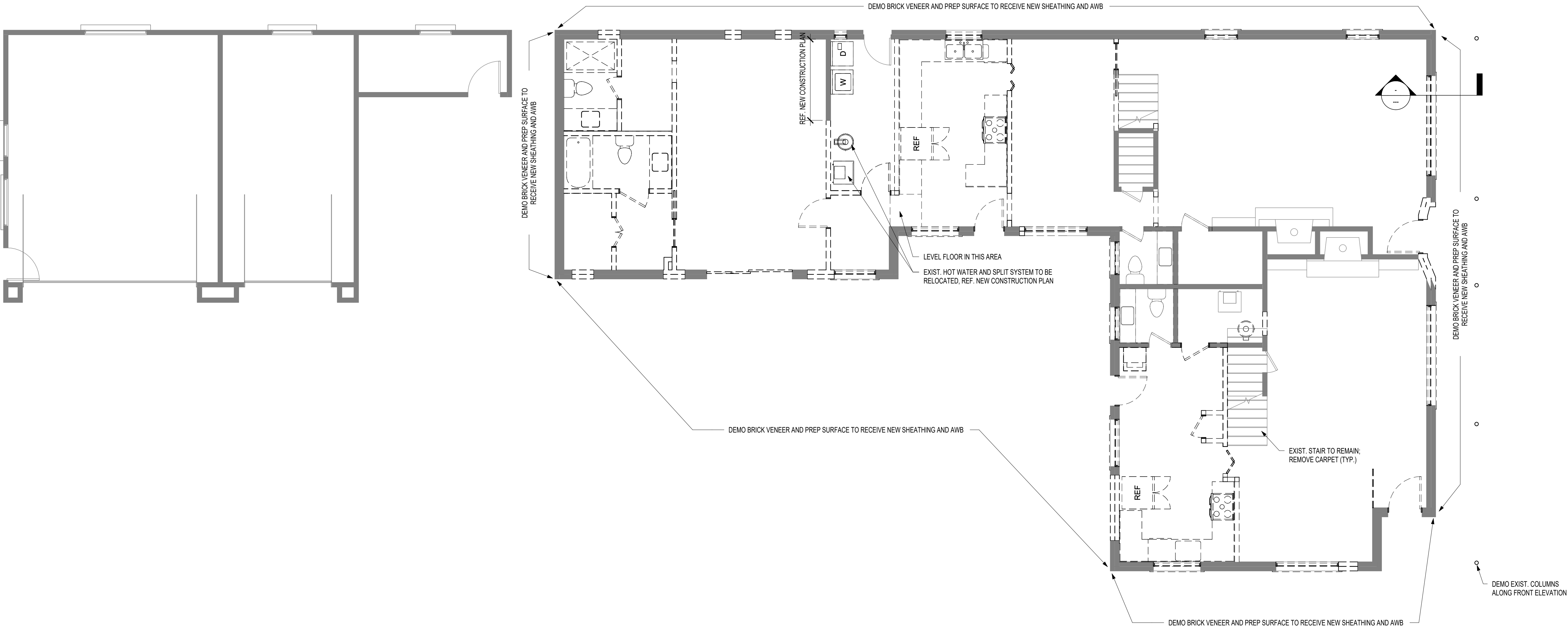


816 NORTH WALKER, SUITE 100
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VOICE: 405.605.1044
WWW.STUDIOARC.COM



GENERAL NOTES - DEMOLITION

1. THE GENERAL CONTRACTOR SHALL COORDINATE ALL ACTIVITIES WITH THE OWNER OR OWNER'S REPRESENTATIVE. NOTICE SHALL BE PROVIDED TO THE OWNER OF ANY INTERRUPTION OF SERVICE.
2. REUSE EXISTING EQUIPMENT CONNECTIONS WHERE POSSIBLE. REFER TO NEW CONSTRUCTION PLAN.
3. ALL EQUIPMENT IS TO BE SALVAGED AND RETURNED TO OWNER. CONTRACTOR IS TO COORDINATE WITH OWNER FOR ANY EQUIPMENT TO BE REUSED.
4. PROTECT ANY/ALL EXISTING HARDWOOD FLOORS. REMOVE ALL OTHER FLOORING AND PREP FOR NEW.
5. CONTRACTOR IS TO ERECT TEMPORARY CONSTRUCTION BARRIERS AROUND AREA OF WORK.
6. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR ALL THE HANDLING AND DUMPING COSTS FOR THE REMOVAL OF DEMOLISHED MATERIAL, TRASH, REFUSE ACCUMULATED ON THE JOB SITE.
7. ENSURE THE SPACE AND ALL SURFACES ARE CLEAN UPON COMPLETION OF WORK. ALL DEBRIS REMOVED DURING DEMOLITION SHALL BE DISPOSED OF IN A SAFE AND LEGAL MANNER.
8. VERIFY LOCATION OF BUILDING SYSTEMS AND UTILITIES TO DETERMINE IF IN CONFLICT WITH NEW WORK. IF RELOCATION IS REQUIRED, CONTACT ARCHITECT/ENGINEER FOR FURTHER INSPECTION. CONTRACTOR IS REQUIRED TO MAINTAIN PRESENT BALANCED SYSTEM.
9. CONFER WITH ARCHITECT REGARDING ANY DEMOLITION NOTED AND/OR REQUIRED BEYOND THE WORK PERIMETER PRIOR TO THE START OF DEMOLITION. UPON DEMOLITION AND OF SYSTEM THE CONTRACTOR IS TO HAVE THE SYSTEM CERTIFIED.
11. VERIFY LOCATION OF ALL EXISTING MECHANICAL, PLUMBING, AND FIRE ALARM SYSTEMS TO ENSURE A FULL AND COMPLETE UNDERSTANDING OF THE BUILDING AND SPACE TO RECEIVE WORK. BRING ANY DISCREPANCIES TO THE ATTENTION OF THE ARCHITECT AS SOON AS THEY ARISE.
12. CONTRACTOR IS TO INCORPORATE ANY MEANS NECESSARY TO PROTECT EXISTING FINISHES ETC., TO REMAIN.
13. REMOVE ALL ABANDONED PIPING, WIRING, EQUIPMENT, ETC., ENCOUNTERED DURING THE COURSE OF CONSTRUCTION.



NORTH

1 | LEVEL 1

3/16" = 1'-0"

Avondale Triplex Remodel
Esperanza Real Estate Investments
6523 and 6523.5 Avondale Dr.
Oklahoma City, Oklahoma 73116

Revision		
#	Description	Date

Project Number
23 035

Sheet Title
DEMOLITION FLOOR PLAN - LEVEL 1

Date
08/07/2024

A2.0

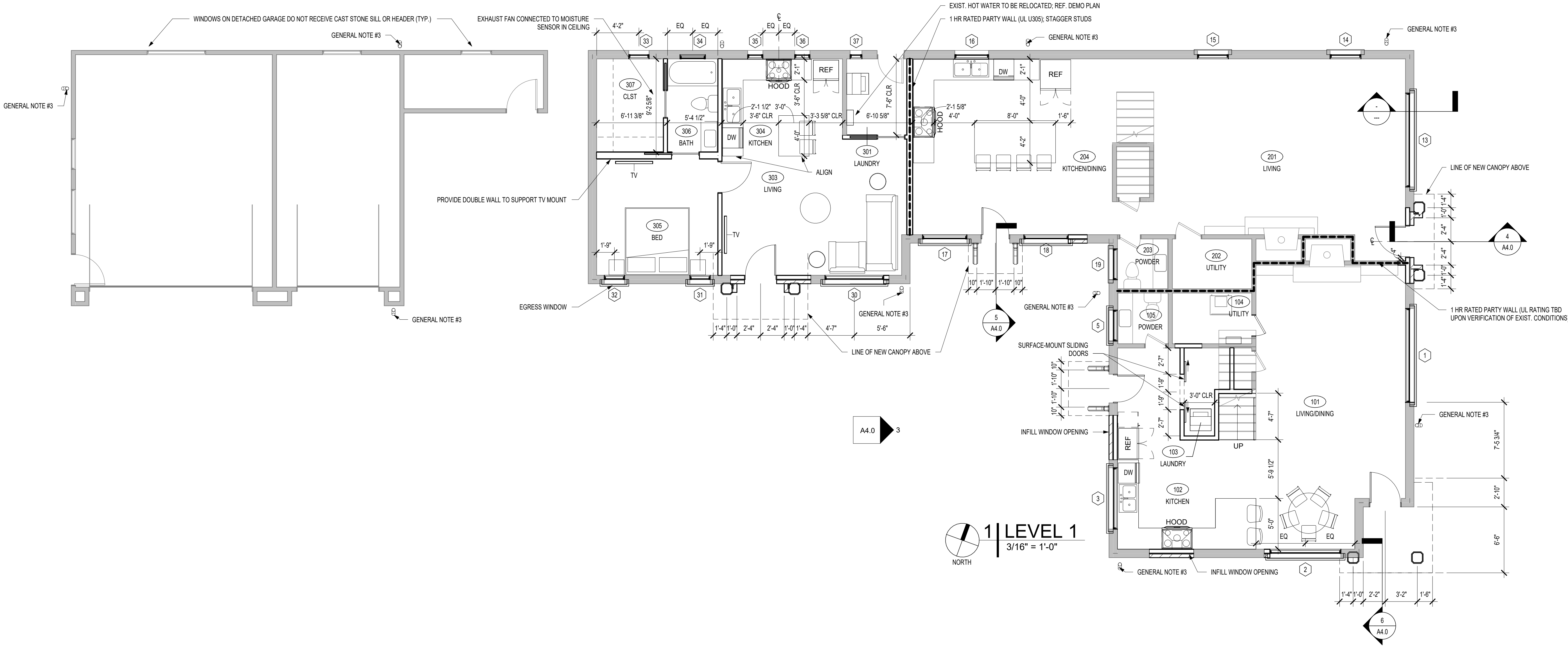
GENERAL NOTES - FLOOR PLANS

1.

ALL FURNITURE IS N.I.C. AND SHOWN FOR REFERENCE ONLY.
2.

CONTRACTOR IS TO VERIFY ALL DIMENSIONS TO EXISTING ELEMENTS PRIOR TO ORDERING OR CONSTRUCTING NEW ELEMENTS AND MATERIALS.
3.

ALL DOWNSPOUTS TO BE TIED INTO UNDERGROUND FRENCH DRAIN SYSTEM, TYP.



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Avondale Triplex Remodel
Esperanza Real Estate Investments
6523 and 6523.5 Avondale Dr.
Oklahoma City, Oklahoma 73116

Revision		
#	Description	Date

Project Number
23 035

Sheet Title
NEW CONSTRUCTION
FLOOR PLAN -
LEVEL I

Date
08/07/2024

A2.3



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Avondale Triplex Remodel
Esperanza Real Estate Investments
6523 and 6523.5 Avondale Dr.
Oklahoma City, Oklahoma 73116

Revision		
#	Description	Date

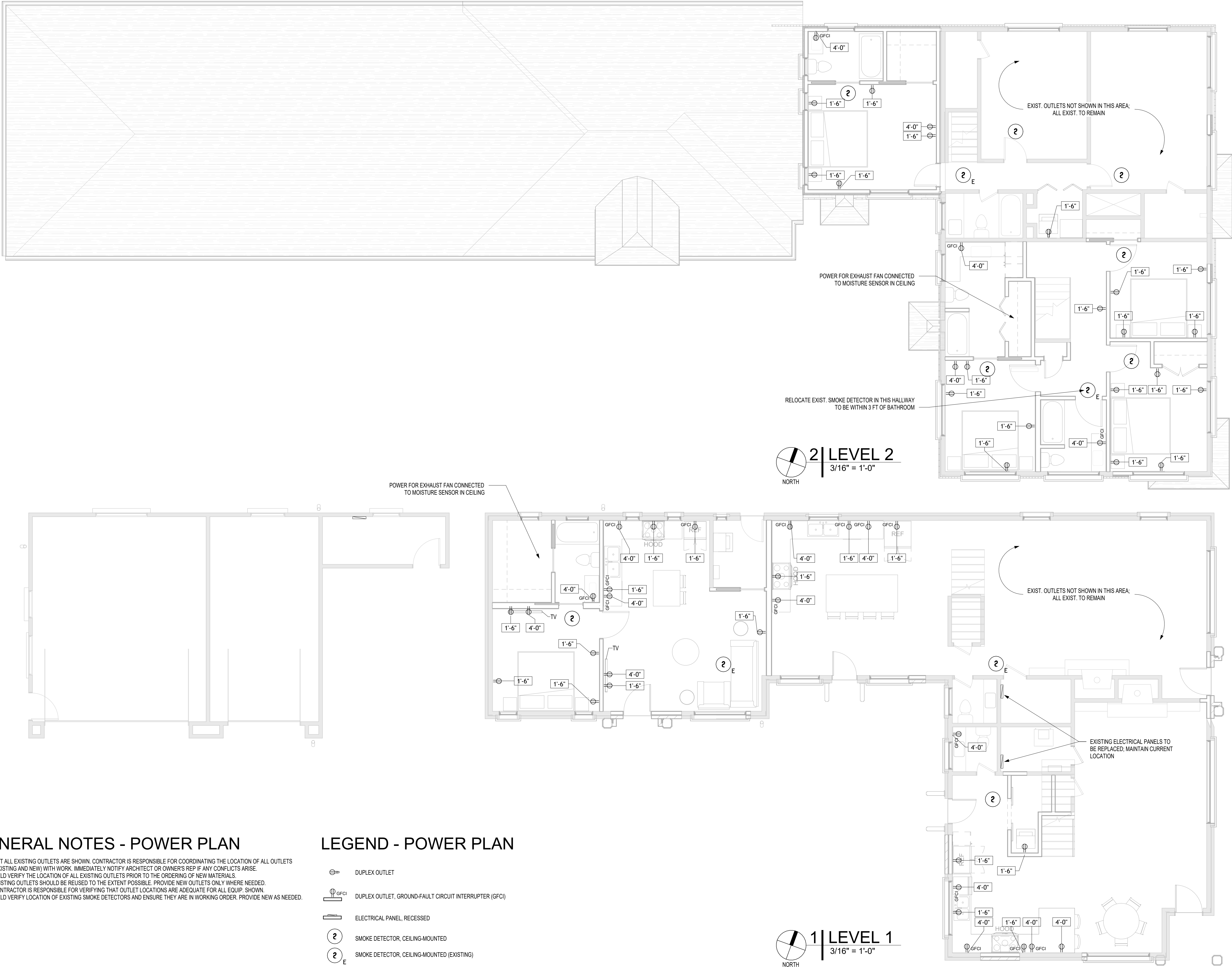
Project Number
23 035
Sheet Title

ELECTRICAL POWER
& SMOKE
DETECTOR PLANS

Date
08/07/2024

A2.5

8/8/2024 11:31:52 AM



GENERAL NOTES - POWER PLAN

- NOT ALL EXISTING OUTLETS ARE SHOWN. CONTRACTOR IS RESPONSIBLE FOR COORDINATING THE LOCATION OF ALL OUTLETS (EXISTING AND NEW) WITH WORK. IMMEDIATELY NOTIFY ARCHITECT OR OWNER'S REP IF ANY CONFLICTS ARISE.
- FIELD VERIFY THE LOCATION OF ALL EXISTING OUTLETS PRIOR TO THE ORDERING OF NEW MATERIALS.
- EXISTING OUTLETS SHOULD BE REUSED TO THE EXTENT POSSIBLE. PROVIDE NEW OUTLETS ONLY WHERE NEEDED.
- CONTRACTOR IS RESPONSIBLE FOR VERIFYING THAT OUTLET LOCATIONS ARE ADEQUATE FOR ALL EQUIP. SHOWN.
- FIELD VERIFY LOCATION OF EXISTING SMOKE DETECTORS AND ENSURE THEY ARE IN WORKING ORDER. PROVIDE NEW AS NEEDED.

LEGEND - POWER PLAN

- DUPLEX OUTLET
- DUPLEX OUTLET, GROUND-FAULT CIRCUIT INTERRUPTER (GFCI)
- ELECTRICAL PANEL, RECESSED
- SMOKE DETECTOR, CEILING-MOUNTED
- SMOKE DETECTOR, CEILING-MOUNTED (EXISTING)



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Oklahoma City, Oklahoma 63116

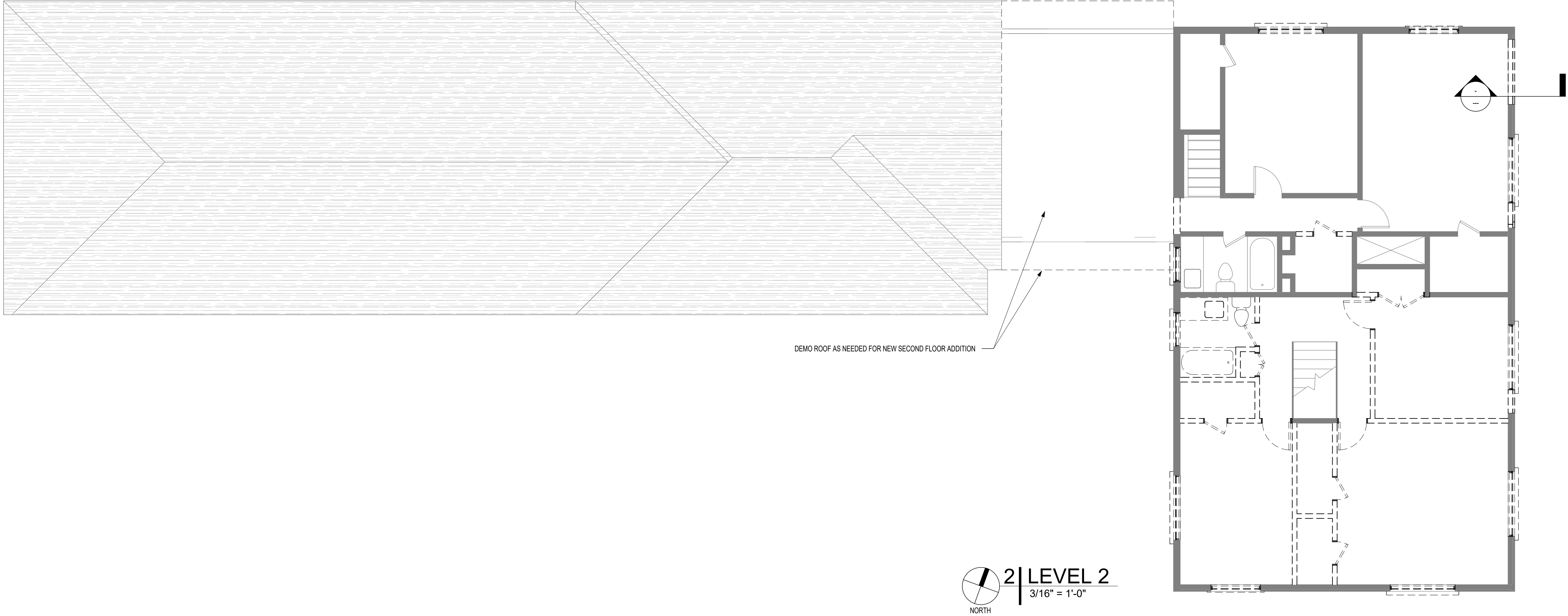
Revision		
#	Description	Date

Project Number
23 035

Sheet Title
DEMOLITION
FLOOR PLAN -
LEVEL 2

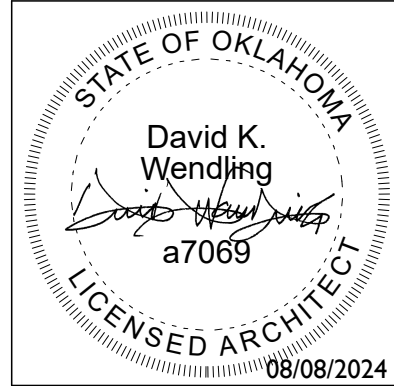
Date
08/07/2024

A2.1



GENERAL NOTES - DEMOLITION

1. THE GENERAL CONTRACTOR SHALL COORDINATE ALL ACTIVITIES WITH THE OWNER OR OWNER'S REPRESENTATIVE. NOTICE SHALL BE PROVIDED TO THE OWNER OF ANY INTERRUPTION OF SERVICE.
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3. ALL EQUIPMENT IS TO BE SALVAGED AND RETURNED TO OWNER; CONTRACTOR IS TO COORDINATE WITH OWNER FOR ANY EQUIPMENT TO BE REUSED.
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13. REMOVE ALL ABANDONED PIPING, WIRING, EQUIPMENT, ETC... ENCOUNTERED DURING THE COURSE OF CONSTRUCTION.

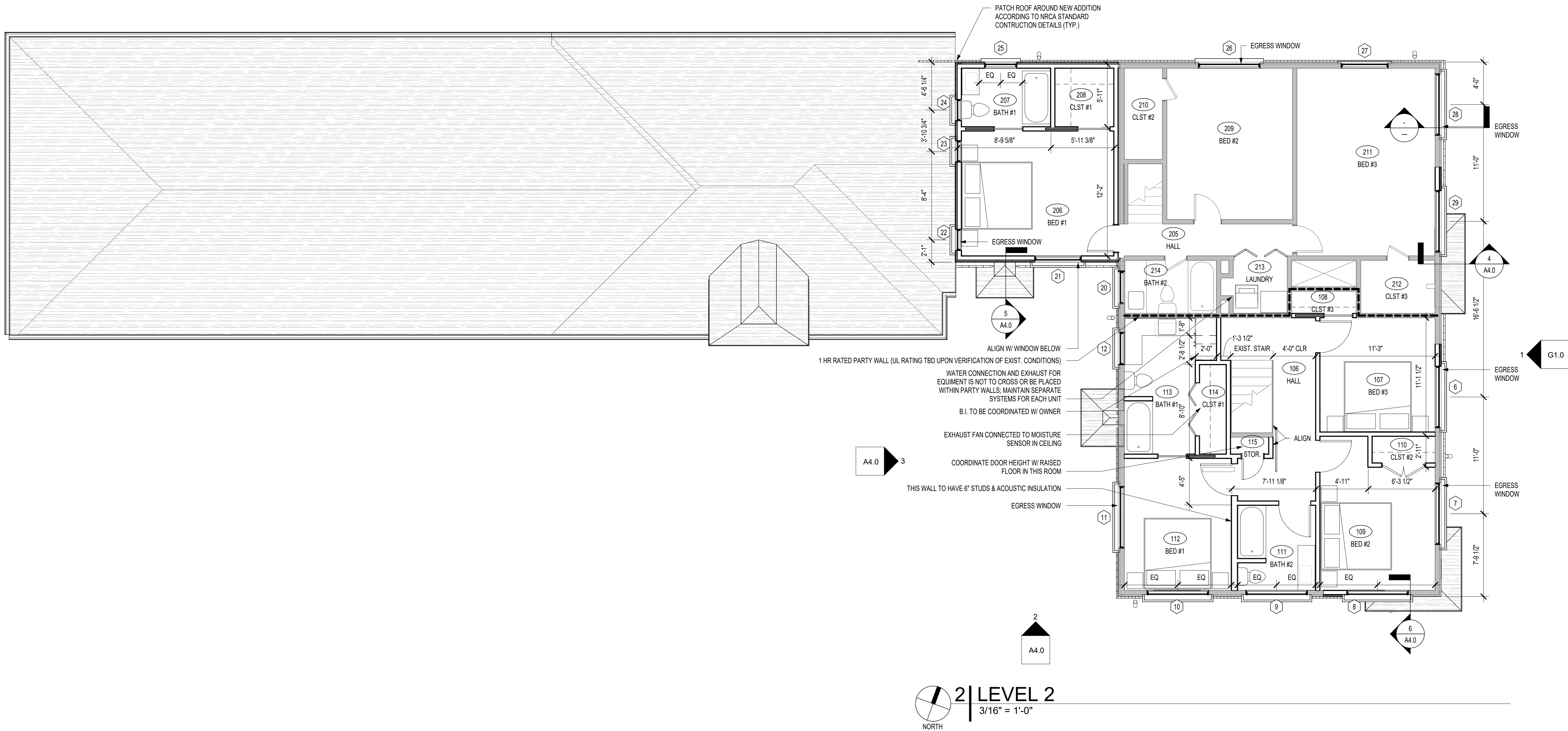


Avondale Triplex Remodel
Esperanza Real Estate Investments
6523 and 6523.5 Avondale Dr.
Oklahoma City, Oklahoma 73116

Revision		
#	Description	Date

Project Number
23 035
Sheet Title
NEW
CONSTRUCTION
FLOOR PLAN -
LEVEL 2
Date
08/07/2024

A2.4



GENERAL NOTES - FLOOR PLANS

1. ALL FURNITURE IS N.I.C. AND SHOWN FOR REFERENCE ONLY
2. CONTRACTOR IS TO VERIFY ALL DIMENSIONS TO EXISTING ELEMENTS PRIOR TO ORDERING OR CONSTRUCTING NEW ELEMENTS AND MATERIALS.
3. ALL DOWNSPOUTS TO BE TIED INTO UNDERGROUND FRENCH DRAIN SYSTEM, TYP.



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Oklahoma City, Oklahoma 73116

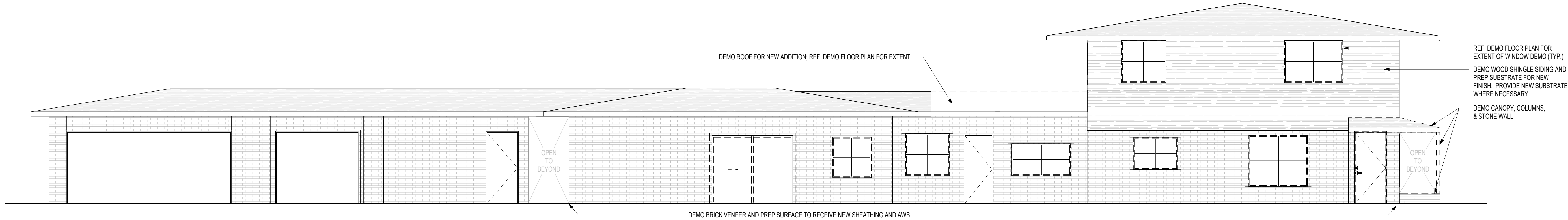
Revision		
#	Description	Date

Project Number
23 035

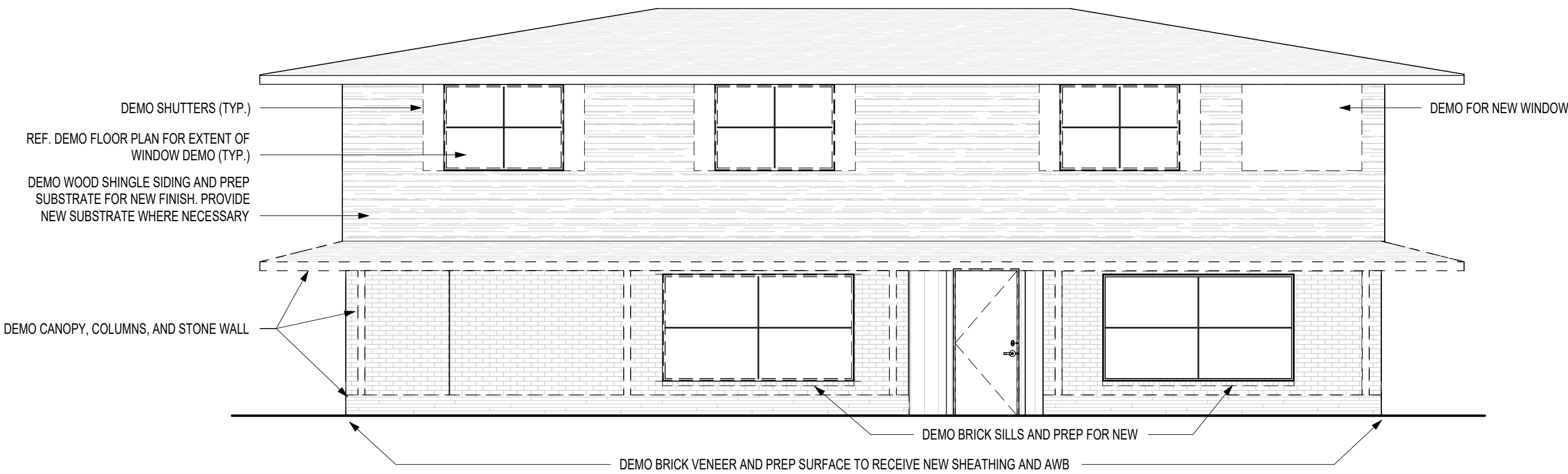
Sheet Title
DEMOLITION
ELEVATIONS

Date
08/07/2024

A2.2



2 | SOUTH ELEVATION - DEMO
3/16" = 1'-0"



1 | EAST ELEVATION - DEMO
3/16" = 1'-0"

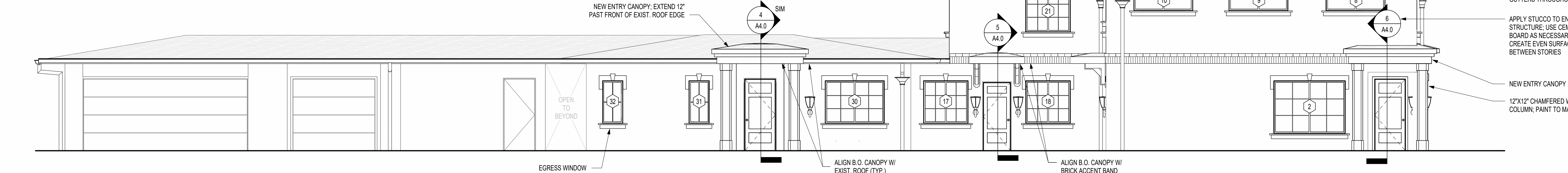
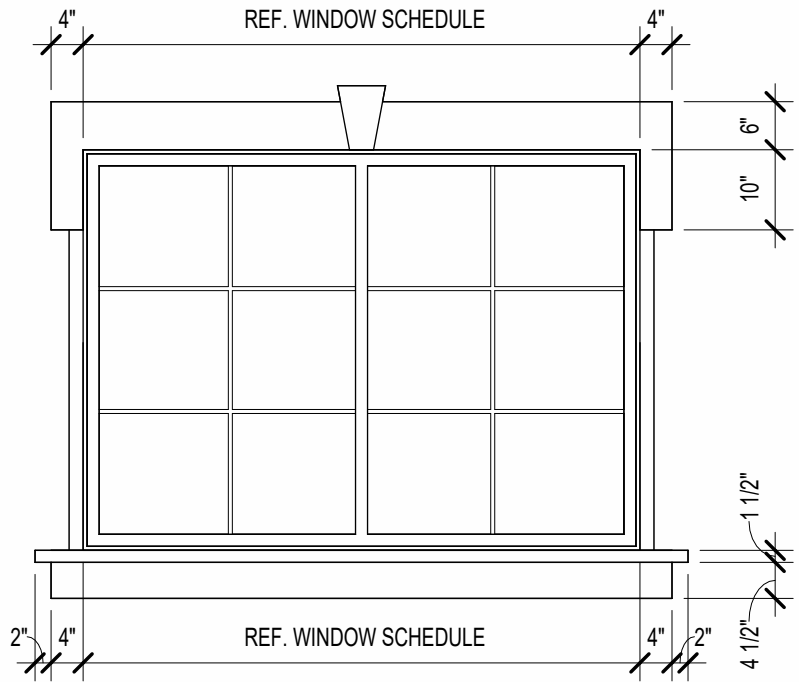
WINDOW SCHEDULE				
TYPE	R.O.		HEAD HT.	COMMENTS
	WIDTH	HEIGHT		
UNIT 1				
1	9'-3"	5'-2"	6'-10"	SEE NOTES 1 & 3
2	7'-0"	5'-2"	6'-10"	SEE NOTES 1 & 3
3	6'-0 1/2"	3'-1 1/2"	6'-9"	
5	3'-0 1/2"	3'-1 1/2"	6'-9"	SEE NOTE 2
6	5'-9 1/2"	4'-2"	6'-9"	SEE NOTES 2 & 3
7	5'-9 1/2"	4'-2"	6'-9"	SEE NOTE 2
8	5'-9 1/2"	2'-1"	6'-9"	
9	5'-9 1/2"	2'-1"	6'-9"	
10	5'-9 1/2"	2'-1"	6'-9"	
11	5'-9 1/2"	4'-2"	6'-9"	SEE NOTE 2
12	3'-0 1/2"	3'-1 1/2"	6'-9"	SEE NOTE 2
UNIT 2				
13	9'-3"	5'-2"	6'-10"	SEE NOTE 2
14	3'-0 1/2"	5'-2"	6'-10"	SEE NOTE 2
15	3'-0 1/2"	5'-2"	6'-10"	SEE NOTE 2
16	3'-4"	2'-10"	6'-9"	SEE NOTE 2
17	4'-4 1/2"	4'-2"	6'-10"	SEE NOTE 2
18	4'-4 1/2"	4'-2"	6'-10"	SEE NOTE 3
19	3'-0 1/2"	3'-1 1/2"	6'-9"	SEE NOTE 2
20	3'-0 1/2"	3'-1 1/2"	6'-9"	SEE NOTE 2
21	4'-4 1/2"	4'-2"	6'-9"	
22	2'-0"	4'-2"	6'-9"	SEE NOTE 4
23	2'-0"	4'-2"	6'-9"	
24	2'-0"	4'-2"	6'-9"	
25	3'-0 1/2"	3'-1 1/2"	6'-9"	
26	5'-9 1/2"	4'-2"	6'-9"	SEE NOTES 2 & 4
27	4'-5"	4'-2"	6'-9"	SEE NOTE 2
28	5'-9 1/2"	4'-2"	6'-9"	SEE NOTE 4
29	5'-9 1/2"	4'-2"	6'-9"	SEE NOTES 2 & 3
UNIT 3				
30	5'-9 1/2"	4'-2"	6'-10"	
31	2'-0"	4'-2"	6'-10"	
32	2'-0"	4'-2"	6'-10"	SEE NOTE 4
33	2'-0"	4'-2"	6'-10"	
34	2'-6"	2'-6"	7'-6"	ROUND ACCENT WINDOW
35	1'-6"	2'-10"	6'-9"	
36	1'-6"	2'-10"	6'-9"	
37	1'-2"	2'-10"	6'-2"	SEE NOTE 2

NOTE 1: MATCH SILL AND HEAD HEIGHT OF EXISTING WINDOW. WIDTH MAY VARY FROM EXISTING.
NOTE 2: MATCH ALL DIMENSIONS OF EXISTING WINDOW TO BE REPLACED.
NOTE 3: WINDOWS LOCATION IS ADJUSTED FROM ORIGINAL. REFERENCE NEW CONSTRUCTION FLOOR PLAN FOR PLACEMENT.
NOTE 4: PROVIDE A MATCHING CASEMENT WINDOW FOR EMERGENCY EGRESS.

GENERAL NOTES - WINDOW SCHEDULE

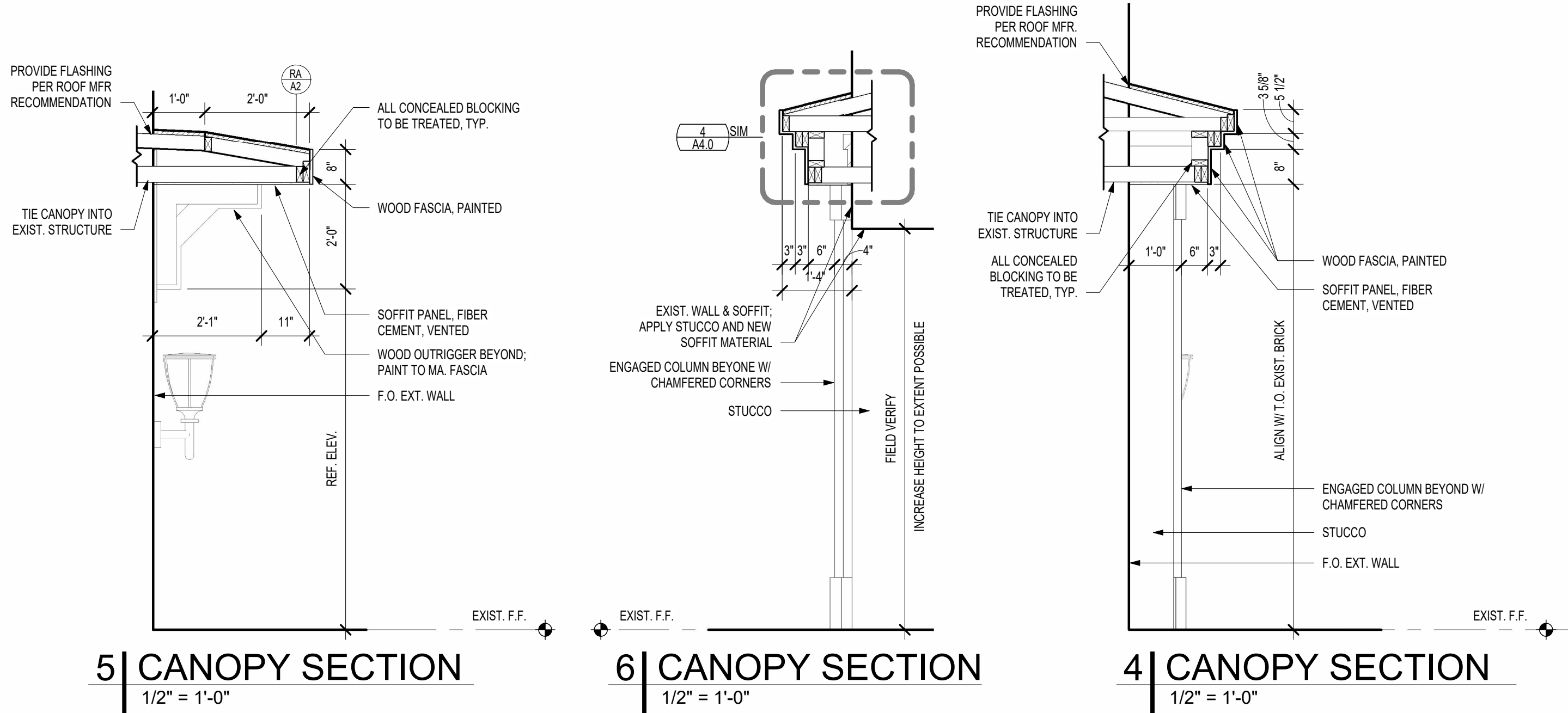
- ALL EXISTING WINDOWS ARE TO BE REPLACED. THE PROVIDED WINDOW DIMENSIONS ARE INTENDED TO MATCH EXISTING AND SHOULD BE FIELD VERIFIED BY CONTRACTOR PRIOR TO ORDERING NEW PRODUCT. IF A DISCREPANCY ARISES, THEN IMMEDIATELY NOTIFY ARCHITECT OR OWNER'S REPRESENTATIVE FOR FURTHER INSTRUCTION.
- REFER TO THE NEW CONSTRUCTION FLOOR PLANS FOR LOCATIONS OF WINDOWS NOT SHOWN IN AN EXTERIOR ELEVATION.
- ALL WINDOWS ARE TO RECEIVE A NEW CAST STONE SILL & HEADER, U.N.O.; COORDINATE CAST STONE SELECTION W/ OWNER'S REPRESENTATIVE.
- CONSULT OWNER OR OWNER'S REP FOR DIRECTION ON DETACHED GARAGE WINDOWS.

TYP. CAST STONE SILL & HEADER



2 | SOUTH ELEVATION

3/16" = 1'-0"

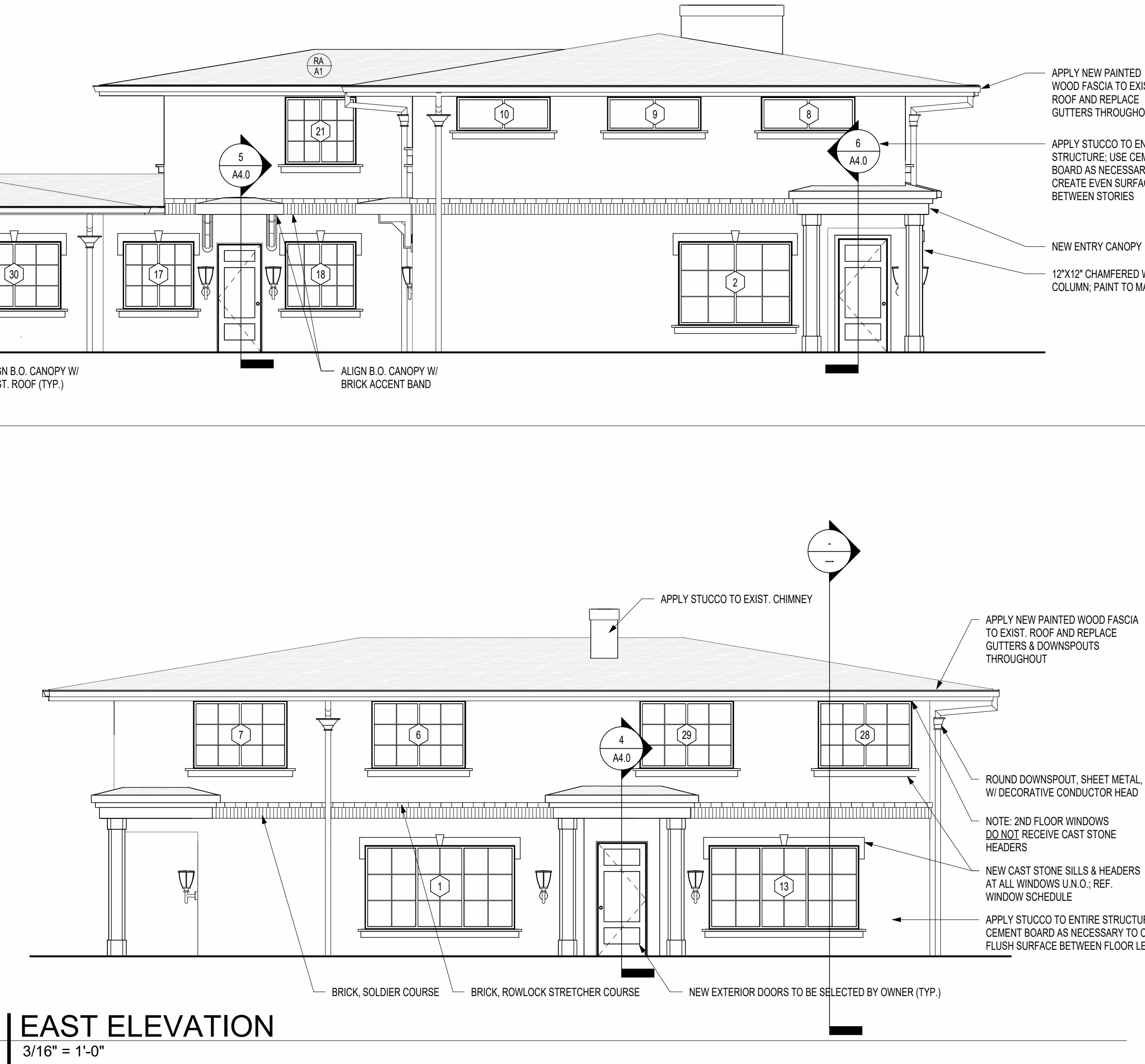


6 | CANOPY SECTION

1/2" = 1'-0"

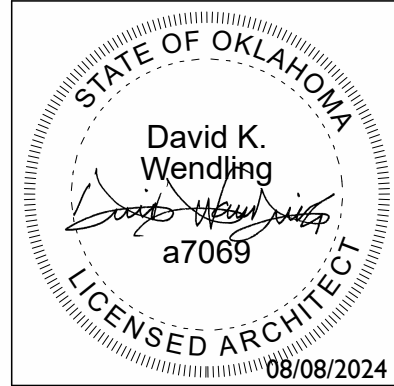
4 | CANOPY SECTION

1/2" = 1'-0"



1 | EAST ELEVATION

3/16" = 1'-0"



Revision		
#	Description	Date
Project Number		
23 035		
Sheet Title		
EXTERIOR ELEVATIONS & DETAILS		
Date		
08/07/2024		



Invoice No.: 2408-0113-20 - 1

Invoice Date: August 8, 2024

Order No.: 2408-0113-20

Customer Code No.: 23-4993

Customer Details: OKLAHOMA PRIME TITLE & ESCROW, LLC
13913 QUAIL POINTE DR, S-A
OKLAHOMA CITY, OK 73134

Customer Reference No.: **Attn:** Teresa

Charge To: Esperanza Real Estate Investments LLC

Legal Description

Lot 12 EXSE1ft, Block 28, Nichols Hills, Oklahoma County

County: Oklahoma

Comments: 6523 Avondale Dr.
Nichols Hills, OK

Description	Bill Code	Amount
Ownership List	4102D	\$300.00
Less Payment Received	Date Paid	Amount
Total:		\$300.00

If cancelled please remit 300.00.

Please remit payment to:

American Eagle Title Insurance Company
421 NW 13th Street, Suite 320
Oklahoma City, OK 73103
Phone: (405)232-6700 Fax:



***** REPRINT RECEIPT*****

REC#: 00196243 8/08/2024 3:38 PM
OPER: NB TERM: 010
REF#: 9180
PAID BY:

TRAN: 775.0000 Lot Split, rezoning,
6523 AVONDALE
Rezoning Applicatio 750.00CR

TENDERED: 750.00 CHECK
APPLIED: 750.00-

CHANGE: 0.00

City of Nichols Hills
6407 Avondale Dr
Nichols Hills, OK 73116
(405) 843-6637

MEETING DATE

September 10, 2024

AGENDA ITEM # 9.e

Waterline 11 Relocation Agreement between City of Nichols Hills Oklahoma, Nichols Hills Municipal Authority and Independent School District No. 89 of Oklahoma County, Oklahoma, (Oklahoma City Public Schools) ("Agreement") to accommodate the construction of new Belle Isle Enterprise High School on a 65-acre (MOL) site in Oklahoma City east of the northeast corner of the intersection of Wilshire Boulevard and Broadway Extension, and authorizing the Mayor other municipal officials to execute instruments in furtherance of the Agreement.

ATTACHMENTS

1. MEMORANDUM 2_1
2. Waterline Relocation Agreement
3. Release of Easement
4. Permanent Easement

MEMORANDUM

To: The City Council of the City
of Nichols Hills, Oklahoma
From: Paul Lefebvre for City Attorney, John Michael Williams
Re: Request from the Board of Education of Independent
School District No 89 to Relocate Waterline 11
Date: September 4, 2024

This request from the Board of Education of Independent School District No. 89 of Oklahoma County, Oklahoma ("School District No 89") is to relocate Nichols Hills Waterline 11 to accommodate the construction of Bell Isle Enterprise High School. All expenses associated with the relocation of Nichols Hills Waterline 11 will be expenses of School District No 89. The approval of the *Waterline Relocation Agreement* is required to accomplish the aforementioned purpose. Both the City of Nichols Hills, Oklahoma, and the Nichols Hills Municipal Authority are parties to the *Waterline Relocation Agreement*

Included within the *Waterline Relocation Agreement* are two exhibits which respectively require execution. The first is a *Permanent Easement for Relocated Waterline 11*, marked as Exhibit L. An execution copy of this instrument has been previously signed by the Chair of the Board of Education on behalf of School District No 89, and will be recorded in the office of the Oklahoma County Clerk following the City's approval of the *Waterline Relocation Agreement*.

The second instrument is a *Release of Easement*, marked as Exhibit M. An execution copy of the *Release of Easement* will require execution by the City following the approval of the *Waterline Relocation Agreement*. The *Release of Easement* will not be recorded in the office of the Oklahoma County Clerk until the relocation of Nichols Hills Waterline 11 is complete and approved by the City. This instrument releases the easement for Nichols Hills Waterline 11 at its existing relocation.

This request, if approved, will accommodate School District No 89's request to relocate Waterline 11, will enable the construction of Belle Isle Enterprise High School at School District No 89's desired location, and will provide a new water pipeline for the City at no expense to the City.

WATERLINE 11 RELOCATION AGREEMENT

THIS WATERLINE 11 RELOCATION AGREEMENT (the "Agreement") dated this 19th day of August 2024, by and among the CITY OF NICHOLS HILLS, OKLAHOMA, a municipal corporation (the "City"), the NICHOLS HILLS MUNICIPAL AUTHORITY, a public trust (the "Municipal Authority"), and INDEPENDENT SCHOOL DISTRICT NO. 89 OF OKLAHOMA COUNTY, OKLAHOMA, a/k/a the OKLAHOMA CITY PUBLIC SCHOOLS (the "School District"),

WITNESSETH:

WHEREAS, the City owns a tract of land (the "Waterwell 11 Property") being a part of the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Thirteen (13), Range Three (3) West, I.M., Oklahoma County, Oklahoma, by means of that certain Quit Claim Deed dated August 22, 1955, and recorded August 22, 1955, in Book 1963, Page 45, and that certain Supplemental Journal Entry of Judgment dated December 18, 2015, and recorded December 18, 2015, in Book 13002, Page 1672, both in the office of the Oklahoma County Clerk; and

WHEREAS, the Waterwell 11 Property is described on Exhibit A and depicted on Exhibit B, both attached hereto and made a part hereof; and

WHEREAS, by means of that certain Special Warranty Deed dated January 12, 2024, and recorded January 12, 2024, in Book 15650, Page 1532, in the office of the Oklahoma County Clerk, Wilshire Development, LLC, conveyed a tract of land (the "Belle Isle Property") to the School District; and

WHEREAS, the Belle Isle Property is located within the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Thirteen (13), Range Three (3) West, I.M., Oklahoma County, Oklahoma, as is more particularly described on Exhibit C and depicted on Exhibit B, both attached hereto and made a part hereof; and

WHEREAS, a waterwell ("Waterwell 11") owned and operated by the City is located on the Waterwell 11 Property; and

WHEREAS, Waterwell 11 provides the City with a source of potable water and has been in continuous operation since 1956; and

WHEREAS, a waterline ("Existing Waterline 11") currently extends from Waterwell 11 to Wilshire Boulevard, a public street, by means of that certain Wilshire Property Interim Water Line Easement Instrument dated November 10, 2015, and recorded December 18, 2015, in Book 13002, Page 1683, in the office of the Oklahoma County Clerk; and

WHEREAS, Existing Waterline 11 is located as described on Exhibit D and depicted on Exhibit E (the "Existing Waterline 11 Easement Tract"), both attached hereto and made a part hereof; and

WHEREAS, the City and the School District's predecessor in interest, Wilshire Development, LLC, entered into that certain Relocation Agreement dated December 18, 2015 (the "2015 Relocation Agreement"), which granted Wilshire Development, LLC, the right, subject to certain conditions, to relocate Existing Waterline 11 to a specific location (the "Agreed Upon Wilshire Relocation Easement Tract") described on Exhibit F and depicted on Exhibit G, both attached hereto and made a part hereof; and

WHEREAS, the School District desires to relocate Existing Waterline 11 to a location other than the Agreed Upon Wilshire Relocation Easement Tract; and

WHEREAS, the location to which the School District desires Existing Waterline 11 to be relocated to is both described and depicted on Exhibit H ("Relocated Waterline 11 Easement Tract"), attached hereto and made a part hereof; and

WHEREAS, among the purposes of the Municipal Authority is the responsibility to finance, on behalf of the City, the construction, repair and maintenance of water systems, water mains, water facilities, water wells, buildings and other facilities within or without the territorial boundaries of the City; and

WHEREAS, regardless to anything stated herein to the contrary, and except for the initial paragraph to this Agreement, use of the defined term, the City, shall be inclusive of the Municipal Authority; and

WHEREAS, the Waterwell 11 Property and the Belle Isle Property are located within the municipal boundaries of The City of Oklahoma City; and

WHEREAS, the City and the School District desire to enter into this Agreement.

NOW THEREFORE, in consideration of the recitals, \$10.00, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the School District agree as follows:

1.0

Representations, Warranties and Agreement

1.1 The City Property. The City of Nichols Hills, Oklahoma, and the Nichols Hills Municipal Authority, represent to the School District and agree as follows:

(a) That the City of Nichols Hills, Oklahoma, is the owner of the Waterwell 11 Property; and

(b) That there are no leases, mortgages, pending litigation or governmental action that limits the City of Nichols Hills, Oklahoma's or the Nichols Hills Municipal Authority's rights, or prohibits either of them, from entering into this Agreement without the written agreement of another party; and

(c) That by operation of law a municipality in the State of Oklahoma may not incur certain financial obligations beyond the term of a particular fiscal year; therefore, to the extent the terms of this Agreement create financial obligations that extend beyond the current fiscal year, such obligations shall be those of the Nichols Hills Municipal Authority, and not the City of Nichols Hills, Oklahoma. To the extent any provision of this Agreement provides that the City of Nichols Hills, Oklahoma shall be responsible for some action or financial obligation, such action or obligation shall be the responsibility or obligation of the Nichols Hills Municipal Authority where such responsibility or obligation would otherwise be prohibited by operation of law to the City of Nichols Hills, Oklahoma. Conversely, to the extent any such action or obligation is not prohibited by operation of law to the City of Nichols Hills, Oklahoma, the Nichols Hills Municipal Authority shall not be responsible or obligated by any term of this Agreement; and

(d) That the individuals signing this Agreement on behalf of the City of Nichols Hills, Oklahoma and the Nichols Hills Municipal Authority have the authority to respectively bind the City of Nichols Hills, Oklahoma and the Nichols Hills Municipal Authority to the agreements set forth herein.

1.2 **The Belle Isle Property.** The School District represents and warrants to the City as follows:

- (a) That the School District is the owner of the Belle Isle Property; and
- (b) That there are no leases, mortgages, pending litigation or governmental action that limits School District's rights, or prohibits the School District from entering into this Agreement without the written agreement of another party; and
- (c) The School District has all requisite power and authority to execute and deliver, and to perform its duties and obligations under this Agreement. The Agreement has been duly authorized by all necessary action, has been duly executed and delivered by the School District, and is a legal, valid and binding obligation of the School District, enforceable against the School District in accordance with its terms; and
- (d) That the individual signing this Agreement on behalf of the School District has the authority to bind the School District to the agreements set forth herein.

2.0

Agreement to Relocate Existing Waterline 11 and Satisfaction of Certain Provisions of the 2015 Relocation Agreement

2.1 **Relocation of Existing Waterline 11.** Despite the provisions of the 2015 Relocation Agreement not being literally met due to the School District's requested change in location from the Agreed Upon Wilshire Relocation Easement Tract to the Relocated Waterline 11 Easement Tract, the City and the School District agree that the intent of the 2015 Relocation Agreement will be satisfied upon the completion of such relocation work on the following terms:

(a) The School District shall cause a construction manager of its selection, reasonably agreeable to the City, to complete all work associated with relocating Existing Waterline 11 to the Relocated Waterline 11 Easement Tract; provided, however, all such work shall be done in conformance with the City's requirements and specifications based on construction plans previously submitted to and approved by the City, subject to periodic inspections by the City, and requiring "as-built" construction plans be delivered to the City upon completion of such relocation work; and

(b) [Left blank by agreement of the parties hereto]

(c) All the expense of relocating Existing Waterline 11 to the Relocated Waterline 11 Easement Tract shall be the sole expense of the School District; and

(d) Contemporaneous with the relocation of Existing Waterline 11 to the Relocated Waterline 11 Easement Tract, and only in the event OG&E requests a utility easement, the School District shall grant to OG&E a utility easement, in a form reasonably agreeable to OG&E, on, over, under, and across the Belle Isle Property for the purpose of enabling OG&E to provide electrical service for the continuous operation of Waterwell No. 11; and

(e) All expense associated with the relocation of OG&E's electrical facilities as provided herein shall be the sole expense of the School District; and

(f) [Left blank by agreement of the parties hereto]

(g) Contemporaneous with the execution of this Waterline 11 Relocation Agreement, the School District shall grant a permanent twenty (20) foot easement (the "Permanent Easement for Relocated Waterline 11") in favor of the City in the form provided on Exhibit L, attached hereto and made a part hereof, for the purpose of enabling the City to own and operate Relocated Waterline 11 within the Relocated Waterline 11 Easement Tract, and to construct, install, repair, maintain, and replace the same as may be necessary and appropriate; and

(h) Upon the delivery to the City of "as built" construction plans regarding the relocation of Existing Waterline 11 to the Relocated Waterline 11 Easement Tract, the City shall cause the aforementioned Temporary Easement, and the Wilshire Property Interim Water Line Easement Instrument dated November 10, 2015, and recorded on December 18, 2015, in Book 13002, Page 1683, in the office of the Oklahoma County Clerk, to be released; and

(i) The aforementioned release of easements shall be in the form as provided on Exhibit M, attached hereto and made a part hereof; and

(j) The Waterwell 11 Property, the Existing Waterline 11 Easement Tract and the Relocated Waterline 11 Easement Tract are all located within the municipal boundaries of The City of Oklahoma City ("Oklahoma City"), and the School District shall be responsible for obtaining all appropriate building permits from and otherwise complying with the regulations of Oklahoma City in order to accomplish the relocation of Waterline 11.

(k) The relocation of Existing Waterline 11 on the terms provided in this Waterline 11 Relocation Agreement shall satisfy all those terms of the 2015 Relocation Agreement concerning the relocation of Existing Waterline 11 to the Agreed Upon Wilshire Relocation Easement Tract, and neither the City nor the School District shall have any continuing rights or obligations concerning any further relocation of Relocated Waterline 11.

3.0

Ongoing Expense of Repair, Maintenance and Replacement

3.1 Ongoing Expenses. Following delivery of the "as-built" construction plans to the City, the ongoing expense of repair, maintenance, and replacement of Relocated Waterline 11 within the Relocated Waterline 11 Easement Tract shall be the sole expense of the City; unless any damage to Relocated Waterline 11 is the result of action taken by the School District, its employees, agents or contractors during the development of the Belle Isle Property, in which case the cost of repairing such damages shall be the responsibility of the School District.

4.0

Miscellaneous

4.1 Notices. Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement will be deemed to have been delivered when delivered personally to the party designated to receive such notice, or on the date following the day sent by overnight courier, or on the third (3rd) business day after the same is sent by certified mail, postage and charges prepaid, directed to the addresses set forth below, or to such other or additional addresses as any party might designate by written notice to the other party.

To the City:

City of Nichols Hills, Oklahoma
6407 Avondale Drive
Oklahoma City, Oklahoma 73116
Attention: Shane Pate, City Manager

With a copy to:

Paul Lefebvre, OBA #16515
Williams, Box, Forshee & Bullard, P.C.
522 Colcord Drive
Oklahoma City, OK 73102

To the School District:

INDEPENDENT SCHOOL DISTRICT NO. 89
OF OKLAHOMA COUNTY, OKLAHOMA
PO Box 36609
Oklahoma City, OK 73136
Attention: Superintendent

With a copy to:
Laura L. Holmes
The Center for Education Law, P.C.
900 N. Broadway, Suite 300
Oklahoma City, OK 73102

4.2 Entire Agreement. This Agreement and the documents to be executed pursuant hereto constitute the entire agreement among the parties hereto relating to the subject matter hereof and there are. no agreements, understandings, warranties or representations between any or all of the parties except as set forth herein, and the documents to be executed pursuant hereto.

4.3 Binding Effect. This Agreement will inure to the benefit of and bind the respective successors and assigns of the parties hereto.

4.4 Attorney's Fees. If any party institutes an action or proceeding against the other party relating to the provisions of this Agreement or any default hereunder, the unsuccessful party to such action or proceeding will reimburse the successful party therein for the reasonable attorney's fees and costs incurred by the successful party.

4.5 Counterpart Execution. This Agreement may be executed in counterparts, each of which will be deemed an original document, but all of which taken together will constitute a single agreement. This Agreement will not be binding on or constitute evidence of a contract between the parties hereto until such time as a counterpart of this document has been executed by each party hereto and a copy thereof delivered to the other party to this Agreement.

4.6 Amendment. Neither this Agreement, or any of the provisions hereof, can be changed, waived, discharged or terminated except by an instrument in writing signed by the party against whom enforcement or the change, waiver, discharge or termination is sought.

4.7 Governing Law. This Agreement is being executed, delivered and is intended to be performed in the State of Oklahoma, and the substantive laws of the State of Oklahoma will govern the validity, construction and enforcement of this Agreement.

4.8 Venue and Jurisdiction. The parties hereto consent to the venue and jurisdiction of any state or federal court sitting in Oklahoma County, Oklahoma, in any action brought to enforce the terms of this Agreement.

IN WITNESS WHEREOF, the City and the School District have executed and delivered this Agreement as of the day and year first above written.

Approved by the Council of the City of Nichols Hills, Oklahoma.

CITY OF NICHOLS HILLS, OKLAHOMA

By: _____
Name: Steven J Goetzinger
Its: Vice-Mayor
Date: _____

Attest (seal)

Amanda Copeland, City Clerk

Reviewed as to form and legality:

John Michael Williams, City Attorney

Approved by the Chairman and Trustees of the Nichols Hills Municipal Authority.

NICHOLS HILLS MUNICIPAL AUTHORITY

By: _____
Name: Steven J Goetzinger
Its: Vice-Chairman
Date: _____

Attest (seal)

Amanda Copeland, City Clerk

Reviewed as to form and legality:

John Michael Williams, City Attorney

Approved by the Board of Education of Independent School District No. 89 of Oklahoma County, Oklahoma a/k/a Oklahoma City Public Schools on this 19th day of August, 2024.



**BOARD OF EDUCATION OF INDEPENDENT
SCHOOL DISTRICT NO. 89 OF OKLAHOMA
COUNTY, OKLAHOMA**

By: 
Name: Paula Lewis,
Its: Chair of the Board of Education

Attest:


Craig Cates, Board Clerk

EXHIBIT A
Description of Waterwell 11 Property

A tract of land being a part of the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Thirteen (13) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southeast (SE) Corner of said Southwest Quarter (SW/4);

THENCE North 00°31'47" West, along and with the East line of said Southwest Quarter (SW/4), a distance of 1,332.84 feet to the POINT OF BEGINNING;

THENCE South 89°49'20" West, a distance of 50.23 feet;

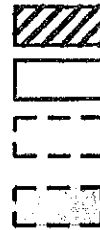
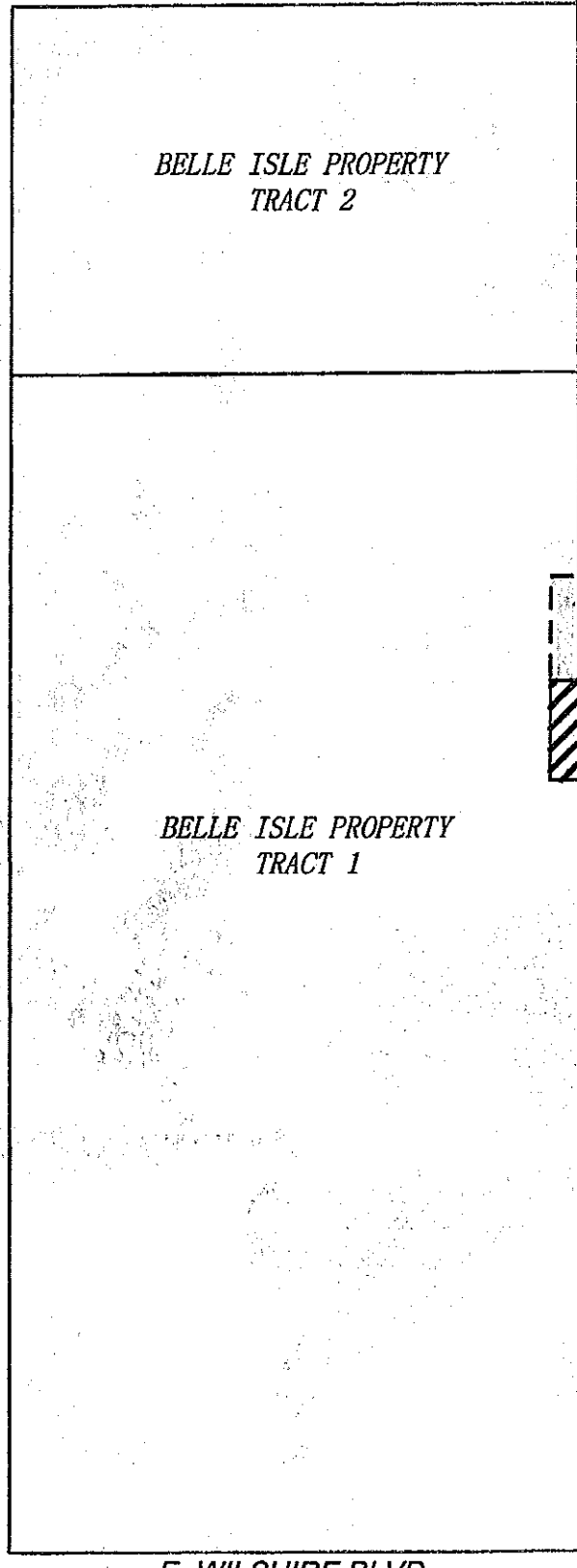
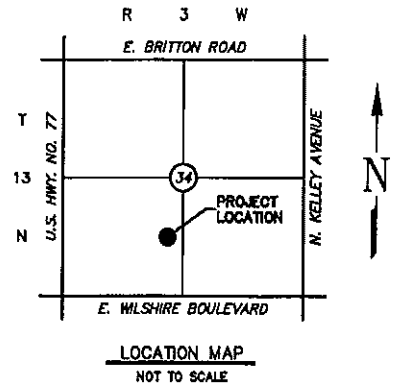
THENCE North 00°09'17" West, a distance of 168.50 feet;

THENCE North 89°49'20" East, a distance of 49.14 feet to a point on the East line of said Southwest Quarter (SW/4);

THENCE South 00°31'47" East, along and with the East line of said Southwest Quarter (SW/4), a distance of 168.50 feet to the POINT OF BEGINNING.

Containing 8,273 square feet or 0.1899 acres, more or less.

EXHIBIT B
 DEPICTION OF BELLE ISLE PROPERTY, WATERWELL 11
 PROPERTY AND ACCESS EASEMENTS



WATERWELL 11 PROPERTY

BELLE ISLE PROPERTY

**ACCESS EASEMENT OVER BELLE ISLE PROPERTY
 GRANTED BY INSTRUMENT RECORDED DECEMBER 18,
 2015, IN BOOK 13002, PAGE 1705**

**ACCESS EASEMENT OVER COFH PROPERTY
 GRANTED BY INSTRUMENT RECORDED DECEMBER 18,
 2015, IN BOOK 13002, PAGE 1710**

E. WILSHIRE BLVD.
 S. LINE OF THE S.W. QUARTER
 SEC. 34, T. 13 N., R. 3 W., I.M.



Project Number
 117,564

Scale
 1"=300'



**SMITH ROBERTS
 SURVEYING
 & PLANNING, LLC**

OKLAHOMA CITY
 100 N.E. 5th Street
 Oklahoma City,
 Oklahoma 73104
 P: 405.542.7200
 F: 405.542.7115
 www.srbllc.com

NORMAN
 2100 S.W. 4th Street
 Suite 100
 Norman, OK 73072
 P: 405.418.2100
 F: 405.418.2100
 www.srbllc.com

CERTIFICATE OF AUTHORIZATION NO. 1547 EXPIRES JUNE 30, 2015

FILE Z:\117564-NH G001\2024-2025 GENERAL SURVEY\NICHOLS HILLS WELL 11.DWG

EXHIBIT C
Legal Description of Belle Isle Property

TRACT 1:

A tract of land being a part of the Southwest Quarter (SW/4) and Southeast Quarter (SE/4) of Section Thirty-four (34), Township Thirteen (13) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southwest (SW) Corner of said Southwest Quarter (SW/4);

THENCE North 89°49'20" East, along and with the South line of said Southwest Quarter (SW/4), a distance of 1,683.00 feet;

THENCE North 00°09'17" West, departing the South line of said Southwest Quarter (SW/4), a distance of 33.00 feet to a point on the North Right-of-Way line of Wilshire Boulevard, said point being the POINT OF BEGINNING;

THENCE continuing North 00°09'17" West, a distance of 1,982.03 feet;

THENCE North 89°41'29" East, a distance of 955.77 feet to a point on the East line of said Southwest Quarter (SW/4);

THENCE South 00°31'47" East, along and with the East line of said Southwest Quarter (SW/4), a distance of 517.91 feet;

THENCE South 89°49'20" West, departing said East line, a distance of 49.14 feet;

THENCE South 00°09'17" East, a distance of 166.50 feet;

THENCE North 89°49'20" East, a distance of 50.23 feet to a point on the east line of said Southwest Quarter (SW/4);

THENCE South 00°31'47" East, along and with the East line of said SW4 a distance of 463.52 feet to the Northwest (NW) Corner of Lot 7, Block 24 as shown on the Plat REPLAT OF BLOCK 24 OF MUSGRAVE'S GOLD MEDAL HILLS ADDITION;

THENCE North 89°50'43" East (North 89°59' East record), along and with the North line of said Lot 7, Block 24, a distance of 120.02 feet (120.05 feet Record);

THENCE continuing along and with the North line of said Lot 7, Block 24, on a curve to the left having a radius of 433.91 feet, a chord bearing of North 67°21'13" East, a chord length of 331.98 feet and an arc length of 340.67 feet;

THENCE North 44°51'43" East (North 45°00' East Record), continuing along and with the North line of said Lot 7, Block 24, a distance of 18.00 feet to the Northeast (NE) Corner of said Lot 7, Block 24;

THENCE South 45°08'17" East (South 45°00' East Record), along and with the East line of said Lot 7, Block 24, a distance of 362.00 feet;

THENCE continuing along and with the East line of said Lot 7, Block 24, on a curve to the right having a radius of 18.00 feet, a chord bearing of South 00°08'17" East, a chord length of 25.46 feet and an arc length of 28.27 feet;

THENCE continuing along and with the East line of said Lot 7, Block 24, on a reverse curve to the left having a radius of 489.46 feet, a chord bearing of South 22°21'13" West, a chord length of 374.75 feet and an arc length of 384.56 feet;

THENCE South 00°09'17" East (South 00°01' East Record), continuing along and with the East line of said Lot 7, Block 24, a distance of 80.00 feet to the Southeast (SE) Corner of said Lot 7, Block 24;

THENCE South 89°50'43" West (South 89°59' West), along and with the South line of said Lot 7, Block 24, a distance of 548.19 feet to a point on the West line of said Southeast Quarter (SE/4);

THENCE South 00°31'47" East, along and with the West line of said Southeast Quarter (SE/4), a distance of 268.33 feet to a point 33.00 feet North of the Southeast (SE) Corner of said Southwest Quarter (SW/4);

THENCE South 89°49'20" West, parallel with and 33 feet North of the South line of said Southwest Quarter (SW/4), a distance of 968.75 feet to the POINT OF BEGINNING.

Containing 2,265,120 square feet or 52.0000 acres, more or less.

TRACT 2:

A tract of land being a part of the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Thirteen (13) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southwest (SW) Corner of said Southwest Quarter (SW/4);

THENCE North 89°49'20" East, along and with the South line of said Southwest Quarter (SW/4), a distance of 1,683.00 feet;

THENCE North 00°09'17" West, departing the South line of said Southwest Quarter (SW/4), a distance of 2,015.03 feet to the POINT OF BEGINNING;

THENCE continuing North 00°09'17" West, a distance of 617.89 feet to a point on the North line of said Southwest Quarter (SW/4);

THENCE North 89°41'29" East, along and with the North line of said Southwest Quarter (SW/4), a distance of 951.73 feet to the Northeast (NE) Corner of said Southwest Quarter (SW/4);

THENCE South 00°31'47" East, along and with the East line of said Southwest Quarter (SW/4), a distance of 617.89 feet;

THENCE South 89°41'29" West, departing the East line of said Southwest Quarter (SW/4), a distance of 955.77 feet to the POINT OF BEGINNING.

Containing 589,314 square feet or 13.5288 acres, more or less.

EXHIBIT D

Description of Existing Waterline 11 Easement Tract

A tract of land being a part of the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Thirteen (13) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being 7.50 feet on either side of the centerline of an existing City of Nichols Hills waterline, said centerline being more particularly described as follows:

Commencing at the Southeast (SE) Corner of said Southwest Quarter (SW/4);

THENCE South 89°49'20" West, along and with the South line of said Southwest Quarter (SW/4), a distance of 421.57 feet;

THENCE North 00°10'40" West, departing said South line, a distance of 33.00 feet to a point on the North right-of-way line of Wilshire Boulevard, said point being the POINT OF

BEGINNING;

THENCE North 00°06'34" West, a distance of 24.77 feet;

THENCE North 07°55'43" West, a distance of 66.20 feet;

THENCE North 00°22'39" West, a distance of 983.99 feet;

THENCE North 88°31'24" East, a distance of 365.53 feet;

THENCE North 42°03'53" East, a distance of 19.14 feet;

THENCE North 03°00'45" East, a distance of 203.33 feet to a point on the South line of a tract of land owned by the City of Nichols Hills as recorded in Book 1963, Page 46, said point being the POINT OF ENDING.

S.W. QUARTER SEC. 34 T13N R3W



Proj. No.: 2377
Date: 12-18-15
Scout: 19607

Johnson & Associates, Inc.
1 E. Sheridan Ave., Suite 200
Olathe, MO, 66061
800 235-4230 FAX 800 235-4230
Credentialed AS Appraisers (AAA) Exp. Date 06-01-2007
• Insurance • Mortgages • Foreclosure •

EXHIBIT F
Description of Agreed Upon
Wilshire Relocation Easement Tract

A tract of land being a part of the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Thirteen (13) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being 7.60 feet on either side of the following described centerline:

Commencing at the Southeast (SE) Corner of said Southwest Quarter (SW/4);

THENCE South 89°49'20" West, along and with the South line of said Southwest Quarter (SW/4), a distance of 32.30 feet;

THENCE North 00°10'40" West, departing said South line, a distance of 33.00 feet to a point on the North right-of-way line of Wilshire Boulevard, said point being the POINT OF BEGINNING;

THENCE continuing North 00°10'40" West, a distance of 336.33 feet;

THENCE North 45°00'00" West, a distance of 86.30 feet;

THENCE North 14°30'02" West, a distance of 150.67 feet;

THENCE North 61°52'06" West, a distance of 108.36 feet;

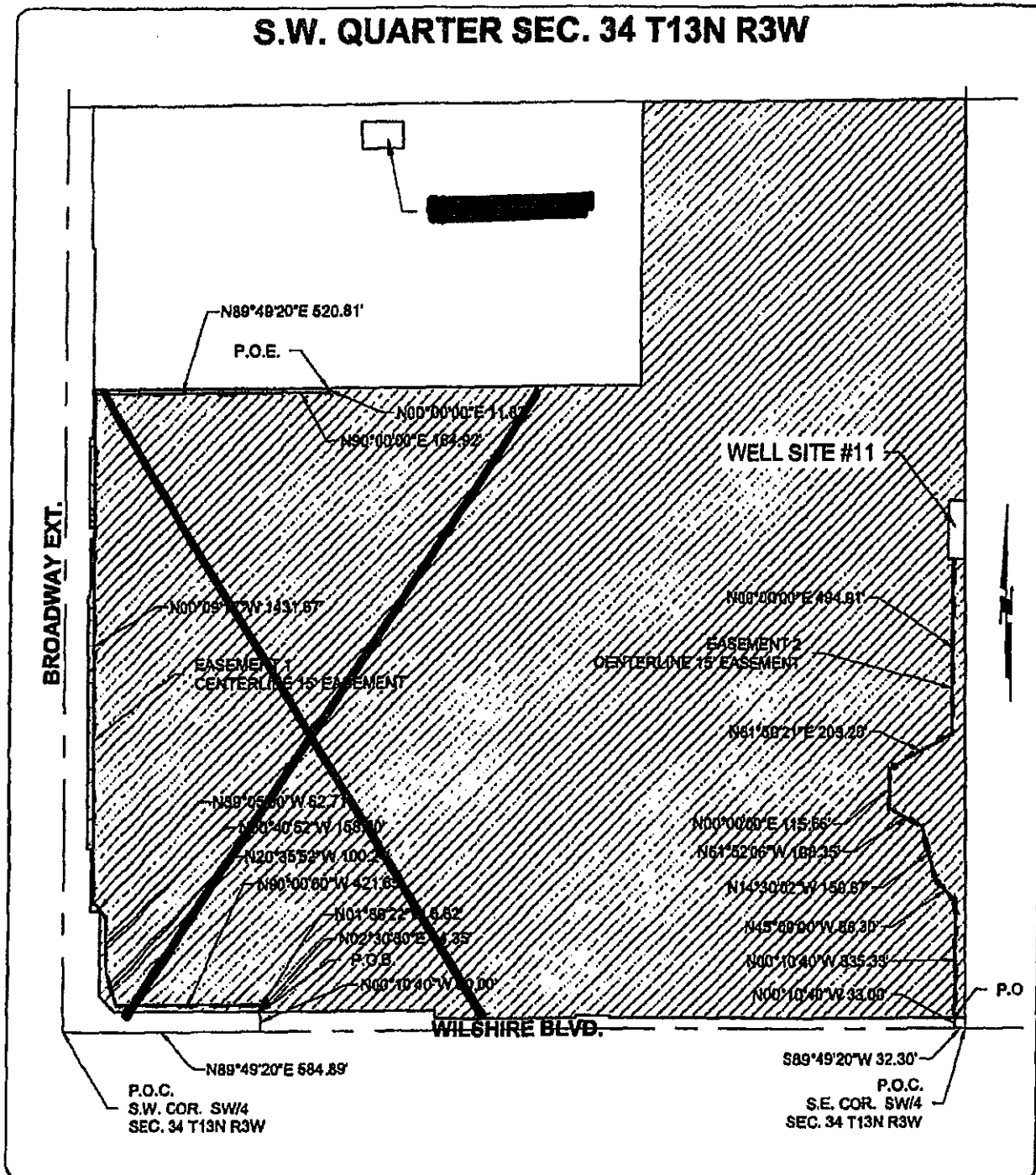
THENCE North 00°00'00" East, a distance of 116.66 feet;

THENCE North 61°50'21" East, a distance of 203.20 feet;

THENCE North 00°00'00" East, a distance of 494.91 feet to a point on the South line of a tract of land owned by the City of Nichols Hills as recorded in Book 1883, Page 45, said point being the POINT OF ENDING.

EXHIBIT G
 Depiction of Agreed Upon
 Wilshire Relocation Easement Tract

S.W. QUARTER SEC. 34 T13N R3W



ACAD FILE: S:\CD\150\proj\3327\Wilshire Relocation\20-4817.dwg, 10/16/2015 1:02 AM, Matt Johnson
 10/16/2015 (Dated) 3327-dwg.dwg

Copyright © 2015 Johnson & Associates, Inc.

Proj. No.: 3327
 Date: 10-13-15
 Scale: 1"=400'

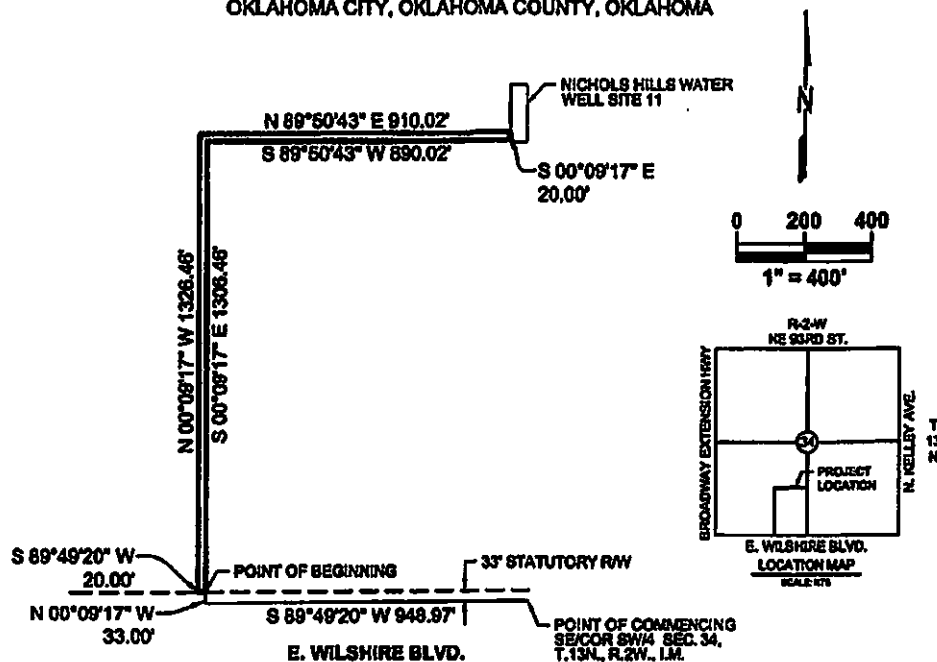
WILSHIRE WATERLINE EASEMENTS



Johnson & Associates, Inc.
 1 E. Sheridan Ave., Suite 200
 Oklahoma City, OK 73104
 (405) 544-8825 FAX (405) 544-8825
 Certificate of Authorization #184 Exp. Date 10-30-2017
 • ENGINEERS • SURVEYORS • PLANNERS •

\\h:\projects\2240430 OKC PG Bldg Info Enterprise High School\Survey\Bldg Info Water Line Easement.dwg
PLOT: 08/26/2004 2:43:10 PM
C:\PROG\BID\B7X14"

Exhibit H
WATER LINE EASEMENT
A PART OF THE SW/4 OF SEC. 34, T.13N., R.2W., I.M., CITY OF
OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA



Legal Description

A part of the Southwest Quarter (SW/4) of Section Thirty-Four (34), Township Thirteen (13) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter (SW/4) of said Section Thirty-Four (34);
THENCE South 89°49'20" West along the South line of the Southwest Quarter (SW/4) of said section, a distance of 948.97 feet;
THENCE North 00°09'17" West, a distance of 33.00 feet to the North Statutory Right of Way line of East Wilshire Boulevard, being the POINT OF BEGINNING;
THENCE South 89°49'20" West along said Right of Way, a distance of 20.00 feet;
THENCE North 00°09'17" West, a distance of 1328.48 feet;
THENCE North 89°50'43" East, a distance of 910.02 feet to the West line of Nichols Hills Water Well Site 11;
THENCE South 00°09'17" East along the West line of Nichols Hills Water Well Site 11, a distance of 20.00 feet;
THENCE South 89°50'43" West, a distance of 880.02 feet;
THENCE South 00°09'17" East, a distance of 1308.48 feet to the POINT OF BEGINNING.
Containing 44,329 square feet or 1.018 acres, more or less.

NOTES:

- This exhibit is for a water line easement and does not represent a boundary survey.

**BELLE ISLE
ENTERPRISE HIGH
SCHOOL**
OKLAHOMA CITY, OK



wallace
design
collective

wallace design collective, pc
structural civil landscape survey
410 north walnut ave.
oklahoma city, oklahoma 73104
405.234.5839
wallace.design
ok cc 1460 exp. 06-30-2025

WATER LINE EASEMENT		
REV.	DESCRIPTION	DATE
PROJECT NO. 2240430		SHEET 1 OF 1

EXHIBIT I

[Left blank by agreement of the parties hereto]

EXHIBIT J

[Left blank by agreement of the parties hereto]

EXHIBIT K

[Left blank by agreement of the parties hereto]

EXHIBIT L

**PERMANENT EASEMENT
FOR RELOCATED WATERLINE 11**

THIS PERMANENT EASEMENT FOR RELOCATED WATERLINE 11 ("Permanent Easement") is entered into this ____ day of _____ 2024 (the "Effective Date") by INDEPENDENT SCHOOL DISTRICT NO. 89 OF OKLAHOMA COUNTY, OKLAHOMA, a/k/a the OKLAHOMA CITY PUBLIC SCHOOLS, its successors and assigns (the "Grantor"), in favor of the CITY OF NICHOLS HILLS, OKLAHOMA, a municipal corporation (the "Grantee"),

WITNESSETH:

WHEREAS, Grantor and Grantee have entered into a certain Waterline 11 Relocation Agreement of even date herewith; and

WHEREAS, Grantor is the owner of certain real property (the "Belle Isle Property") described on Attachment 1 and depicted on Attachment 2, both attached hereto and made a part hereof; and

WHEREAS, Grantee is the owner of certain real property (the "Waterwell 11 Property") described on Attachment 3 and depicted on Attachment 2, both attached hereto and made a part hereof; and

WHEREAS, Grantee owns and operates a water well ("Waterwell No. 11") on the Waterwell 11 Property; and

WHEREAS, Grantee owns and operates a waterline ("Existing Waterline 11") located on the Belle Isle Property, extending from the south boundary of the Waterwell 11 Property to Wilshire Boulevard, a public street, by means of that certain Wilshire Property Interim Water Line Easement Instrument dated November 10, 2015, and recorded December 18, 2015, in Book 13002, Page 1683, in the office of the Oklahoma County Clerk; and

WHEREAS, Grantor, for the purpose of developing the Belle Isle Property, desires Existing Waterline 11 be relocated (as relocated "Relocated Waterline 11") to that certain portion of the Belle Isle Property both described and depicted on Attachment 4 (the "Relocated Waterline 11 Tract"), a copy of which is attached hereto and made a part hereof; and

WHEREAS, for the purpose of accommodating Grantor's desire to develop the Belle Isle Property, and to provide a permanent easement for relocated Waterline 11, Grantor desires to execute this instrument.

NOW, THEREFORE, in consideration of the covenants set forth in this Permanent Easement and for the purposes set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants this Permanent Easement in favor of Grantee as follows:

1. Easement Grant. Grantor for itself, its successors and assigns, hereby grants, sells, conveys, assigns and transfers to Grantee, its successors and assigns, and the employees and agents of Grantee, a Permanent Easement for the purpose of constructing, installing, maintaining, repairing, and replacing Relocated Waterline 11 on, over, under and across the Relocated Waterline 11 Easement Tract.

2. Responsibility for Maintenance. Grantor shall have no obligation to maintain, repair, or replace Relocated Waterline 11, except to the extent Grantor's actions, or the actions of any party acting on behalf of or at the direction of Grantor, damages Relocated Waterline 11, in which case Grantor shall be responsible for the cost of any necessary repair or replacement of Relocated Waterline 11.

3. Covenant Running with the Land. The easement and covenants created herein and the covenants, rights, privileges, benefits, duties, obligations and liabilities created hereunder shall run with the land, shall burden the Relocated Waterline 11 Easement Tract, and shall be binding upon Grantor, its legal representatives, tenants, employees, successors and assigns.

4. Not Dedicated to the Public. The easement created herein is solely for the benefit of the Grantee, its employees, tenants, licensees, invitees, agents, representative, independent contractors, successor and assigns, is private and is not intended to grant any rights to the public.

5. Waiver. Failure on the part of the Grantor or Grantee to complain of any action or inaction on the part of the other, no matter how long the same may continue, shall not be deemed to be the waiver of any such party's rights hereunder. Furthermore, it is covenanted and agreed that no waiver at any time of the provisions hereof by Grantor or Grantee shall be construed as a waiver of any of the other provisions hereof and that a waiver at any time of any of the provisions hereof shall not be construed at any subsequent time as a waiver of the same provisions. The approval of either party hereto, to or for any action by the other party hereto, requiring that party's consent or approval shall not be deemed to waive or render unnecessary the party's consent or approval to or of any subsequent similar act by the other party.

6. Amendments; Modifications. This Permanent Easement may not be modified, terminated or amended except by a written agreement signed by Grantor and Grantee, or their respective successors in title, recorded in the real records of the Oklahoma County Clerk.

7. Partial Invalidity. If any terms, provision, or condition contained in this Permanent Easement shall to any extent be invalid or unenforceable, the remainder of this Permanent Easement shall not be affected thereby, and each and every other term, provision, or condition of this Permanent Easement shall be valid and enforceable to the fullest extent permitted by law.

8. Successors and Assigns. The terms of this Permanent Easement shall be binding upon and shall inure to the benefit of Grantee, its successors and assigns.

IN WITNESS WHEREOF, Grantor has executed and delivered this Permanent Easement as of the day and year first above written.

Approved by the Board of Education of Independent School District No. 89 of Oklahoma County, Oklahoma a/k/a Oklahoma City Public Schools on this ____ day of _____, 2024.

**BOARD OF EDUCATION OF INDEPENDENT
SCHOOL DISTRICT NO. 89 OF OKLAHOMA
COUNTY, OKLAHOMA**

By: _____
Name: Paula Lewis,
Its: Chair of the Board of Education

Attest:

Craig Cates, Board Clerk

EXHIBIT L

**PERMANENT EASEMENT
FOR RELOCATED WATERLINE 11**

THIS PERMANENT EASEMENT FOR RELOCATED WATERLINE 11 ("Permanent Easement") is entered into this ____ day of _____ 2024 (the "Effective Date") by INDEPENDENT SCHOOL DISTRICT NO. 89 OF OKLAHOMA COUNTY, OKLAHOMA, a/k/a the OKLAHOMA CITY PUBLIC SCHOOLS, its successors and assigns (the "Grantor"), in favor of the CITY OF NICHOLS HILLS, OKLAHOMA, a municipal corporation (the "Grantee"),

WITNESSETH:

WHEREAS, Grantor and Grantee have entered into a certain Waterline 11 Relocation Agreement of even date herewith; and

WHEREAS, Grantor is the owner of certain real property (the "Belle Isle Property") described on Attachment 1 and depicted on Attachment 2, both attached hereto and made a part hereof; and

WHEREAS, Grantee is the owner of certain real property (the "Waterwell 11 Property") described on Attachment 3 and depicted on Attachment 2, both attached hereto and made a part hereof; and

WHEREAS, Grantee owns and operates a water well ("Waterwell No. 11") on the Waterwell 11 Property; and

WHEREAS, Grantee owns and operates a waterline ("Existing Waterline 11") located on the Belle Isle Property, extending from the south boundary of the Waterwell 11 Property to Wilshire Boulevard, a public street, by means of that certain Wilshire Property Interim Water Line Easement Instrument dated November 10, 2015, and recorded December 18, 2015, in Book 13002, Page 1683, in the office of the Oklahoma County Clerk; and

WHEREAS, Grantor, for the purpose of developing the Belle Isle Property, desires Existing Waterline 11 be relocated (as relocated "Relocated Waterline 11") to that certain portion of the Belle Isle Property both described and depicted on Attachment 4 (the "Relocated Waterline 11 Tract"), a copy of which is attached hereto and made a part hereof; and

WHEREAS, for the purpose of accommodating Grantor's desire to develop the Belle Isle Property, and to provide a permanent easement for relocated Waterline 11, Grantor desires to execute this instrument.

NOW, THEREFORE, in consideration of the covenants set forth in this Permanent Easement and for the purposes set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants this Permanent Easement in favor of Grantee as follows:

1. Easement Grant. Grantor for itself, its successors and assigns, hereby grants, sells, conveys, assigns and transfers to Grantee, its successors and assigns, and the employees and agents of Grantee, a Permanent Easement for the purpose of constructing, installing, maintaining, repairing, and replacing Relocated Waterline 11 on, over, under and across the Relocated Waterline 11 Easement Tract.

2. Responsibility for Maintenance. Grantor shall have no obligation to maintain, repair, or replace Relocated Waterline 11, except to the extent Grantor's actions, or the actions of any party acting on behalf of or at the direction of Grantor, damages Relocated Waterline 11, in which case Grantor shall be responsible for the cost of any necessary repair or replacement of Relocated Waterline 11.

3. Covenant Running with the Land. The easement and covenants created herein and the covenants, rights, privileges, benefits, duties, obligations and liabilities created hereunder shall run with the land, shall burden the Relocated Waterline 11 Easement Tract, and shall be binding upon Grantor, its legal representatives, tenants, employees, successors and assigns.

4. Not Dedicated to the Public. The easement created herein is solely for the benefit of the Grantee, its employees, tenants, licensees, invitees, agents, representative, independent contractors, successor and assigns, is private and is not intended to grant any rights to the public.

5. Waiver. Failure on the part of the Grantor or Grantee to complain of any action or inaction on the part of the other, no matter how long the same may continue, shall not be deemed to be the waiver of any such party's rights hereunder. Furthermore, it is covenanted and agreed that no waiver at any time of the provisions hereof by Grantor or Grantee shall be construed as a waiver of any of the other provisions hereof and that a waiver at any time of any of the provisions hereof shall not be construed at any subsequent time as a waiver of the same provisions. The approval of either party hereto, to or for any action by the other party hereto, requiring that party's consent or approval shall not be deemed to waive or render unnecessary the party's consent or approval to or of any subsequent similar act by the other party.

6. Amendments; Modifications. This Permanent Easement may not be modified, terminated or amended except by a written agreement signed by Grantor and Grantee, or their respective successors in title, recorded in the real records of the Oklahoma County Clerk.

7. Partial Invalidity. If any terms, provision, or condition contained in this Permanent Easement shall to any extent be invalid or unenforceable, the remainder of this Permanent Easement shall not be affected thereby, and each and every other term, provision, or condition of this Permanent Easement shall be valid and enforceable to the fullest extent permitted by law.

8. Successors and Assigns. The terms of this Permanent Easement shall be binding upon and shall inure to the benefit of Grantee, its successors and assigns.

IN WITNESS WHEREOF, Grantor has executed and delivered this Permanent Easement as of the day and year first above written.

Approved by the Board of Education of Independent School District No. 89 of Oklahoma County, Oklahoma a/k/a Oklahoma City Public Schools on this ____ day of _____, 2024.

**BOARD OF EDUCATION OF INDEPENDENT
SCHOOL DISTRICT NO. 89 OF OKLAHOMA
COUNTY, OKLAHOMA**

By: _____
Name: Paula Lewis,
Its: Chair of the Board of Education

Attest:

Craig Cates, Board Clerk

Exhibit L Attachment 1

Legal Description of Belle Isle Property

TRACT 1:

A tract of land being a part of the Southwest Quarter (SW/4) and Southeast Quarter (SE/4) of Section Thirty-four (34), Township Thirteen (13) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southwest (SW) Corner of said Southwest Quarter (SW/4);

THENCE North 89°49'20" East, along and with the South line of said Southwest Quarter (SW/4), a distance of 1,683.00 feet;

THENCE North 00°09'17" West, departing the South line of said Southwest Quarter (SW/4), a distance of 33.00 feet to a point on the North Right-of-Way line of Wilshire Boulevard, said point being the POINT OF BEGINNING;

THENCE continuing North 00°09'17" West, a distance of 1,982.03 feet;

THENCE North 89°41'29" East, a distance of 955.77 feet to a point on the East line of said Southwest Quarter (SW/4);

THENCE South 00°31'47" East, along and with the East line of said Southwest Quarter (SW/4), a distance of 517.91 feet;

THENCE South 89°49'20" West, departing said East line, a distance of 49.14 feet;

THENCE South 00°09'17" East, a distance of 166.50 feet;

THENCE North 89°49'20" East, a distance of 50.23 feet to a point on the east line of said Southwest Quarter (SW/4);

THENCE South 00°31'47" East, along and with the East line of said SW4 a distance of 463.52 feet to the Northwest (NW) Corner of Lot 7, Block 24 as shown on the Plat REPLAT OF BLOCK 24 OF MUSGRAVE'S GOLD MEDAL HILLS ADDITION;

THENCE North 89°50'43" East (North 89°59' East record), along and with the North line of said Lot 7, Block 24, a distance of 120.02 feet (120.05 feet Record);

THENCE continuing along and with the North line of said Lot 7, Block 24, on a curve to the left having a radius of 433.91 feet, a chord bearing of North 67°21'13" East, a chord length of 331.98 feet and an arc length of 340.67 feet;

THENCE North 44°51'43" East (North 45°00' East Record), continuing along and with the North line of said Lot 7, Block 24, a distance of 18.00 feet to the Northeast (NE) Corner of said Lot 7, Block 24;

THENCE South 45°08'17" East (South 45°00' East Record), along and with the East line of said Lot 7, Block 24, a distance of 362.00 feet;

THENCE continuing along and with the East line of said Lot 7, Block 24, on a curve to the right having a radius of 18.00 feet, a chord bearing of South 00°08'17" East, a chord length of 25.46 feet and an arc length of 28.27 feet;

THENCE continuing along and with the East line of said Lot 7, Block 24, on a reverse curve to the left having a radius of 489.46 feet, a chord bearing of South 22°21'13" West, a chord length of 374.75 feet and an arc length of 384.56 feet;

THENCE South 00°09'17" East (South 00°01' East Record), continuing along and with the East line of said Lot 7, Block 24, a distance of 80.00 feet to the Southeast (SE) Corner of said Lot 7, Block 24;

THENCE South 89°50'43" West (South 89°59' West), along and with the South line of said Lot 7, Block 24, a distance of 548.19 feet to a point on the West line of said Southeast Quarter (SE/4);

THENCE South 00°31'47" East, along and with the West line of said Southeast Quarter (SE/4), a distance of 268.33 feet to a point 33.00 feet North of the Southeast (SE) Corner of said Southwest Quarter (SW/4);

THENCE South 89°49'20" West, parallel with and 33 feet North of the South line of said Southwest Quarter (SW/4), a distance of 968.75 feet to the POINT OF BEGINNING.

Containing 2,265,120 square feet or 52.0000 acres, more or less.

TRACT 2:

A tract of land being a part of the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Thirteen (13) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southwest (SW) Corner of said Southwest Quarter (SW/4);

THENCE North 89°49'20" East, along and with the South line of said Southwest Quarter (SW/4), a distance of 1,683.00 feet;

THENCE North 00°09'17" West, departing the South line of said Southwest Quarter (SW/4), a distance of 2,015.03 feet to the POINT OF BEGINNING;

THENCE continuing North 00°09'17" West, a distance of 617.89 feet to a point on the North line of said Southwest Quarter (SW/4);

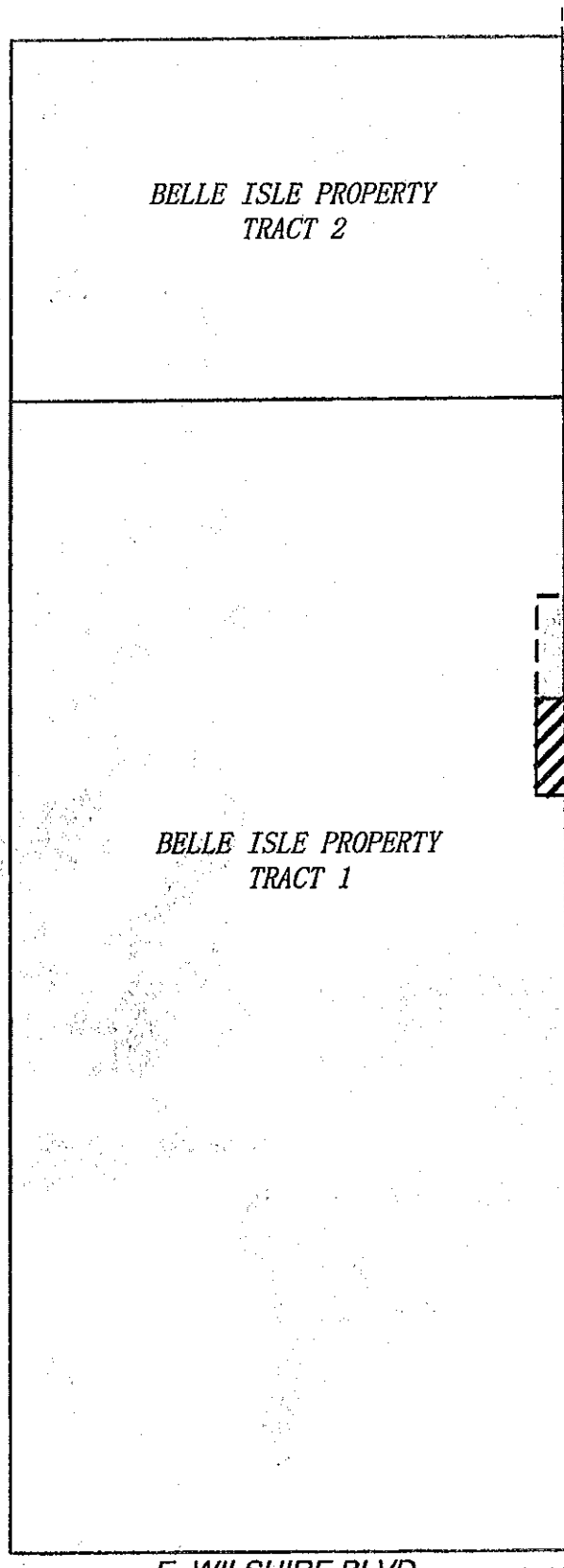
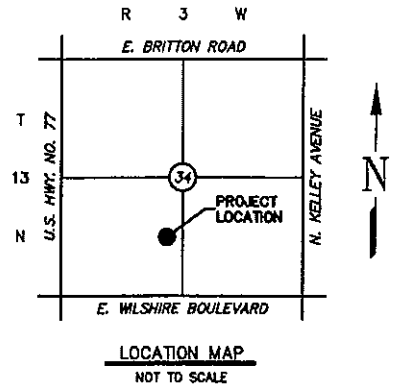
THENCE North 89°41'29" East, along and with the North line of said Southwest Quarter (SW/4), a distance of 951.73 feet to the Northeast (NE) Corner of said Southwest Quarter (SW/4);

THENCE South 00°31'47" East, along and with the East line of said Southwest Quarter (SW/4), a distance of 617.89 feet;

THENCE South 89°41'29" West, departing the East line of said Southwest Quarter (SW/4), a distance of 955.77 feet to the POINT OF BEGINNING.

Containing 589,314 square feet or 13.5288 acres, more or less.

EXHIBIT L, ATTACHMENT 2
 DEPICTION OF BELLE ISLE AND WATERWELL 11 PROPERTIES



E. LINE OF THE S.W. QUARTER
SEC. 34, T. 13 N., R. 3 W., I.M.



WATERWELL 11 PROPERTY

BELLE ISLE PROPERTY

ACCESS EASEMENT OVER BELLE ISLE PROPERTY
GRANTED BY INSTRUMENT RECORDED DECEMBER 18,
2015, IN BOOK 13002, PAGE 1705

ACCESS EASEMENT OVER COHFH PROPERTY
GRANTED BY INSTRUMENT RECORDED DECEMBER 18,
2015, IN BOOK 13002, PAGE 1710

HURST CT.

N.E. 84TH ST.

GOLD MEDAL DR.

MUSGRAVES BLVD.

E. WILSHIRE BLVD.
S. LINE OF THE S.W. QUARTER
SEC. 34, T. 13 N., R. 3 W., I.M.



Project Number
117,584

Scale
1"=300'



**ENGINEERING
SURVEYING
PLANNING**

OKLAHOMA CITY
100 N.E. 5th Street
Oklahoma City,
Oklahoma 73104
T: 405.840.7254
F: 405.840.9118
www.srbok.com

NORMAN
2500 Kitchell Drive
Norman, OK 73018
T: 405.418.2288
F: 405.418.2289
info@srbok.com

CERTIFICATE OF AUTHORIZATION NO. 3915 EXPIRES JUNE 30, 2021

File: Z:\117564\NH 6081 2024-2025 GENERAL SURVEY\NICHOLS HILLS WELL 11.DWG

EXHIBIT L, Attachment 3
Description of Waterwell 11 Property

A tract of land being a part of the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Thirteen (13) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southeast (SE) Corner of said Southwest Quarter (SW/4);

THENCE North 00°31'47" West, along and with the East line of said Southwest Quarter (SW/4), a distance of 1,332.84 feet to the POINT OF BEGINNING;

THENCE South 89°49'20" West, a distance of 60.23 feet;

THENCE North 00°08'17" West, a distance of 168.60 feet;

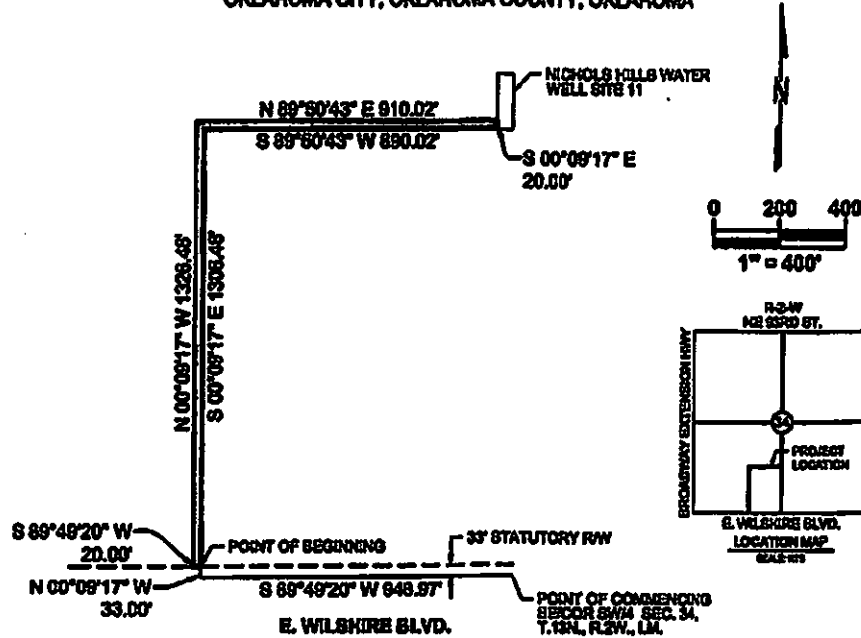
THENCE North 89°49'20" East, a distance of 48.14 feet to a point on the East line of said Southwest Quarter (SW/4);

THENCE South 00°31'47" East, along and with the East line of said Southwest Quarter (SW/4), a distance of 168.60 feet to the POINT OF BEGINNING.

Containing 8,273 square feet or 0.1889 acres, more or less.

EXHIBIT L, ATTACHMENT 4

WATER LINE EASEMENT A PART OF THE SW/4 OF SEC. 34, T.13N., R.2W., 1M., CITY OF OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA



Legal Description

A part of the Southwest Quarter (SW/4) of Section Thirty-Four (34), Township Thirteen (13) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter (SW/4) of said Section Thirty-Four (34);
 THENCE South 89°49'20" West along the South line of the Southwest Quarter (SW/4) of said section, a distance of 948.97 feet;
 THENCE North 00°09'17" West, a distance of 33.00 feet to the North Statutory Right of Way line of East Wilshire Boulevard, being the POINT OF BEGINNING;
 THENCE South 89°49'20" West along said Right of Way, a distance of 20.00 feet;
 THENCE North 00°09'17" West, a distance of 1328.48 feet;
 THENCE North 89°50'43" East, a distance of 910.02 feet to the West line of Nichols Hills Water Well Site 11;
 THENCE South 00°09'17" East along the West line of Nichols Hills Water Well Site 11, a distance of 20.00 feet;
 THENCE South 89°50'43" West, a distance of 890.02 feet;
 THENCE South 00°09'17" East, a distance of 1308.48 feet to the POINT OF BEGINNING.
 Containing 44,329 square feet or 1.018 acres, more or less.

NOTES:

- This exhibit is for a water line easement and does not represent a boundary survey.

**BELLE ISLE
ENTERPRISE HIGH
SCHOOL**
OKLAHOMA CITY, OK



**wallace
design
collective**

wallace design collective, pc
 418 north walnut ave.
 oklahoma city, oklahoma 73104
 405.356.8838
 wallace.design
 ok 00 7480 exp. 04-30-2023

WATER LINE EASEMENT

DATE	DESCRIPTION	DATE
PROJECT NO. 2240430	SHEET 1 OF 1	

Exhibit M

RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT made on _____, 202__ by the CITY OF NICHOLS HILLS, OKLAHOMA (the "Grantee"), a municipal corporation (the "Grantee"), having a mailing address of 6407 Avondale Drive, Oklahoma City, Oklahoma 73116,

WITNESSETH:

WHEREAS, Grantee is the beneficiary of the following easement (the "Easement") recorded in the office of the Oklahoma County Clerk:

1. Wilshire Property Interim Waterline Easement Instrument dated November 10, 2015, and recorded December 18, 2015, in Book 13002, Page 1683, in the office of the Oklahoma County Clerk.

WHEREAS, the Easement encumbers certain real property located in the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Thirteen (13), Range Three (3) West, I.M., Oklahoma County, Oklahoma, owned by INDEPENDENT SCHOOL DISTRICT NO. 89 OF OKLAHOMA COUNTY, OKLAHOMA (the "School District"), described on Attachment 1 and depicted on Attachment 2, both attached hereto and made a part hereof (the "School District's Property").

NOW, THEREFORE, in consideration of the recitals, \$10.00, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee does hereby release that portion of the Easement which encumbers the School District's Property in the same manner as if the Easement had never been made.

Approved by the Council of the City of Nichols Hills, Oklahoma.

CITY OF NICHOLS HILLS, OKLAHOMA

By: _____
Name: Sody McCampbell Clements
Its: Mayor
Date: _____

Attest (seal)

Amanda Copeland, City Clerk

Reviewed as to form and legality:

John Michael Williams, City Attorney

Exhibit M Attachment 1

TRACT 1:

A tract of land being a part of the Southwest Quarter (SW/4) and Southeast Quarter (SE/4) of Section Thirty-four (34), Township Thirteen (13) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southwest (SW) Corner of said Southwest Quarter (SW/4);

THENCE North 89°49'20" East, along and with the South line of said Southwest Quarter (SW/4), a distance of 1,683.00 feet;

THENCE North 00°09'17" West, departing the South line of said Southwest Quarter (SW/4), a distance of 33.00 feet to a point on the North Right-of-Way line of Wilshire Boulevard, said point being the POINT OF BEGINNING;

THENCE continuing North 00°09'17" West, a distance of 1,982.03 feet;

THENCE North 89°41'29" East, a distance of 955.77 feet to a point on the East line of said Southwest Quarter (SW/4);

THENCE South 00°31'47" East, along and with the East line of said Southwest Quarter (SW/4), a distance of 517.91 feet;

THENCE South 89°49'20" West, departing said East line, a distance of 49.14 feet;

THENCE South 00°09'17" East, a distance of 166.50 feet;

THENCE North 89°49'20" East, a distance of 50.23 feet to a point on the east line of said Southwest Quarter (SW/4);

THENCE South 00°31'47" East, along and with the East line of said SW4 a distance of 463.52 feet to the Northwest (NW) Corner of Lot 7, Block 24 as shown on the Plat REPLAT OF BLOCK 24 OF MUSGRAVE'S GOLD MEDAL HILLS ADDITION;

THENCE North 89°50'43" East (North 89°59' East record), along and with the North line of said Lot 7, Block 24, a distance of 120.02 feet (120.05 feet Record);

THENCE continuing along and with the North line of said Lot 7, Block 24, on a curve to the left having a radius of 433.91 feet, a chord bearing of North 67°21'13" East, a chord length of 331.98 feet and an arc length of 340.67 feet;

THENCE North 44°51'43" East (North 45°00' East Record), continuing along and with the North line of said Lot 7, Block 24, a distance of 18.00 feet to the Northeast (NE) Corner of said Lot 7, Block 24;

THENCE South 45°08'17" East (South 45°00' East Record), along and with the East line of said Lot 7, Block 24, a distance of 362.00 feet;

THENCE continuing along and with the East line of said Lot 7, Block 24, on a curve to the right having a radius of 18.00 feet, a chord bearing of South 00°08'17" East, a chord length of 25.46 feet and an arc length of 28.27 feet;

THENCE continuing along and with the East line of said Lot 7, Block 24, on a reverse curve to the left having a radius of 489.46 feet, a chord bearing of South 22°21'13" West, a chord length of 374.75 feet and an arc length of 384.56 feet;

THENCE South 00°09'17" East (South 00°01' East Record), continuing along and with the East line of said Lot 7, Block 24, a distance of 80.00 feet to the Southeast (SE) Corner of said Lot 7, Block 24;

THENCE South 89°50'43" West (South 89°59' West), along and with the South line of said Lot 7, Block 24, a distance of 548.19 feet to a point on the West line of said Southeast Quarter (SE/4);

THENCE South 00°31'47" East, along and with the West line of said Southeast Quarter (SE/4), a distance of 268.33 feet to a point 33.00 feet North of the Southeast (SE) Corner of said Southwest Quarter (SW/4);

THENCE South 89°49'20" West, parallel with and 33 feet North of the South line of said Southwest Quarter (SW/4), a distance of 968.75 feet to the POINT OF BEGINNING.

Containing 2,265,120 square feet or 52.0000 acres, more or less.

TRACT 2:

A tract of land being a part of the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Thirteen (13) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southwest (SW) Corner of said Southwest Quarter (SW/4);

THENCE North 89°49'20" East, along and with the South line of said Southwest Quarter (SW/4), a distance of 1,683.00 feet;

THENCE North 00°09'17" West, departing the South line of said Southwest Quarter (SW/4), a distance of 2,015.03 feet to the POINT OF BEGINNING;

THENCE continuing North 00°09'17" West, a distance of 617.89 feet to a point on the North line of said Southwest Quarter (SW/4);

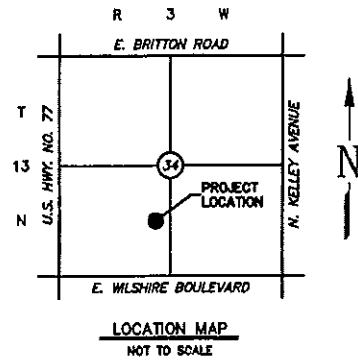
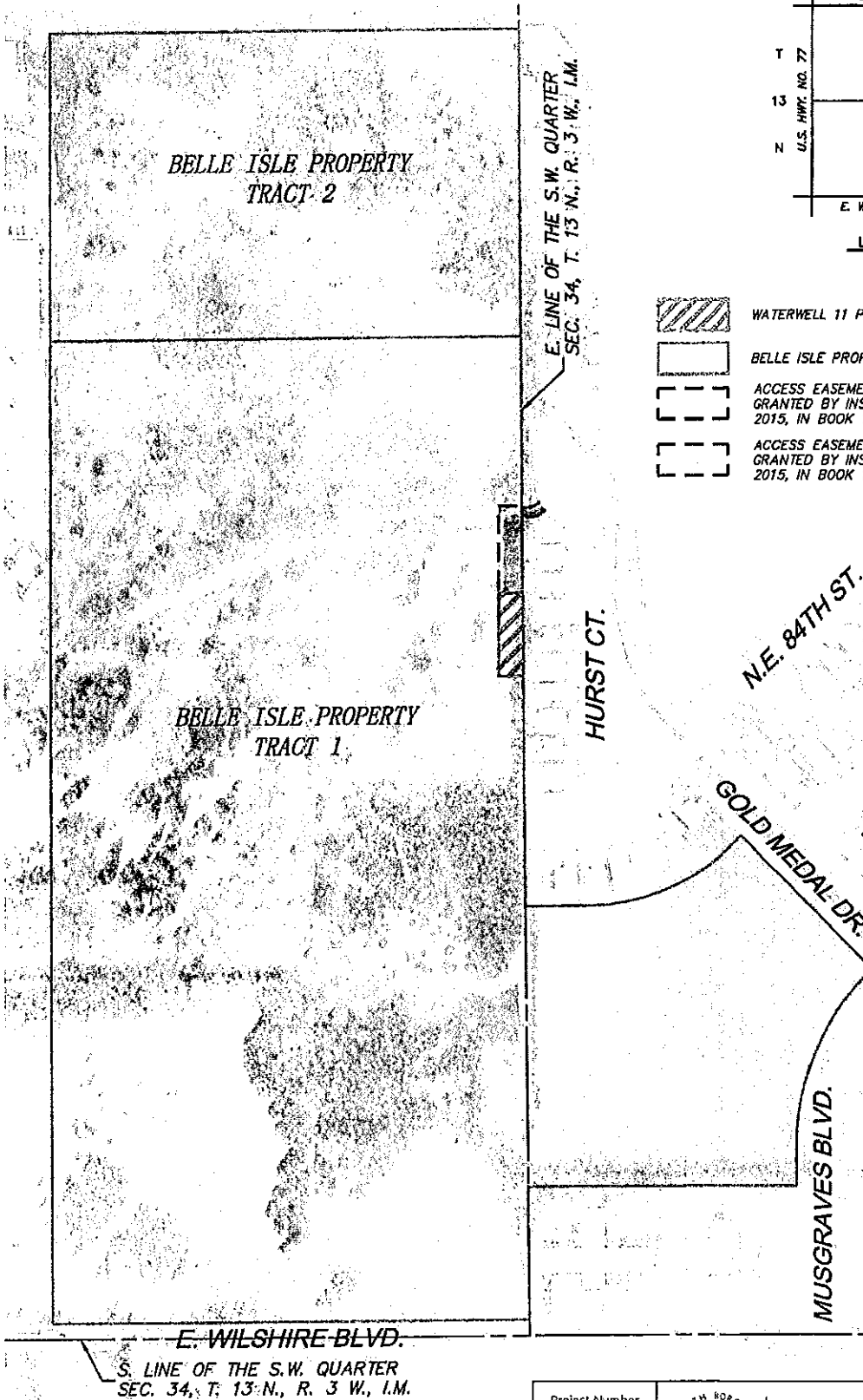
THENCE North 89°41'29" East, along and with the North line of said Southwest Quarter (SW/4), a distance of 951.73 feet to the Northeast (NE) Corner of said Southwest Quarter (SW/4);

THENCE South 00°31'47" East, along and with the East line of said Southwest Quarter (SW/4), a distance of 617.89 feet;

THENCE South 89°41'29" West, departing the East line of said Southwest Quarter (SW/4), a distance of 955.77 feet to the POINT OF BEGINNING.

Containing 589,314 square feet or 13.5288 acres, more or less.

EXHIBIT M, ATTACHMENT 2
DEPICTION OF BELLE ISLE AND WATERWELL 11 PROPERTIES



-  WATERWELL 11 PROPERTY
-  BELLE ISLE PROPERTY
-  ACCESS EASEMENT OVER BELLE ISLE PROPERTY GRANTED BY INSTRUMENT RECORDED DECEMBER 18, 2015, IN BOOK 13002, PAGE 1705
-  ACCESS EASEMENT OVER COHFF PROPERTY GRANTED BY INSTRUMENT RECORDED DECEMBER 18, 2015, IN BOOK 13002, PAGE 1710



File: 2117564-NH-G081 2024-2029 GENERAL SURVEY NICHOLS HILLS WELL 11.DWG

Project Number
117,564

Scale
1"=300'



**ENGINEERING
SURVEYING
PLANNING**

OKLAHOMA CITY
120 N.E. 8th Street
Oklahoma City,
OKLAHOMA 73104
T: 405.440.5044
F: 405.440.5116
www.srbok.com

NORMAN
2502 McGee Drive
Suite 100
Norman, OK 73079
T: 405.418.2788
F: 405.418.2389
srb@srbook.com

CERTIFICATE OF AUTHORIZATION NO. 3543 EXPIRES JUNE 30, 2025

RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT made on _____, 202__ by the CITY OF NICHOLS HILLS, OKLAHOMA (the "Grantee"), a municipal corporation (the "Grantee"), having a mailing address of 6407 Avondale Drive, Oklahoma City, Oklahoma 73116,

WITNESSETH:

WHEREAS, Grantee is the beneficiary of the following easement (the "Easement") recorded in the office of the Oklahoma County Clerk:

1. Wilshire Property Interim Waterline Easement Instrument dated November 10, 2015, and recorded December 18, 2015, in Book 13002, Page 1683, in the office of the Oklahoma County Clerk.

WHEREAS, the Easement encumbers certain real property located in the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Thirteen (13), Range Three (3) West, I.M., Oklahoma County, Oklahoma, owned by INDEPENDENT SCHOOL DISTRICT NO. 89 OF OKLAHOMA COUNTY, OKLAHOMA (the "School District"), described on Attachment 1 and depicted on Attachment 2, both attached hereto and made a part hereof (the "School District's Property").

NOW, THEREFORE, in consideration of the recitals, \$10.00, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee does hereby release that portion of the Easement which encumbers the School District's Property in the same manner as if the Easement had never been made.

Approved by the Council of the City of Nichols Hills, Oklahoma.

CITY OF NICHOLS HILLS, OKLAHOMA

By: _____
Name: Steven J. Goetzinger
Its: Vice-Mayor
Date: _____

Attest (seal)

Amanda Copeland, City Clerk

Reviewed as to form and legality:

John Michael Williams, City Attorney

Exhibit M Attachment 1

TRACT 1:

A tract of land being a part of the Southwest Quarter (SW/4) and Southeast Quarter (SE/4) of Section Thirty-four (34), Township Thirteen (13) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southwest (SW) Corner of said Southwest Quarter (SW/4);

THENCE North 89°49'20" East, along and with the South line of said Southwest Quarter (SW/4), a distance of 1,683.00 feet;

THENCE North 00°09'17" West, departing the South line of said Southwest Quarter (SW/4), a distance of 33.00 feet to a point on the North Right-of-Way line of Wilshire Boulevard, said point being the POINT OF BEGINNING;

THENCE continuing North 00°09'17" West, a distance of 1,982.03 feet;

THENCE North 89°41'29" East, a distance of 955.77 feet to a point on the East line of said Southwest Quarter (SW/4);

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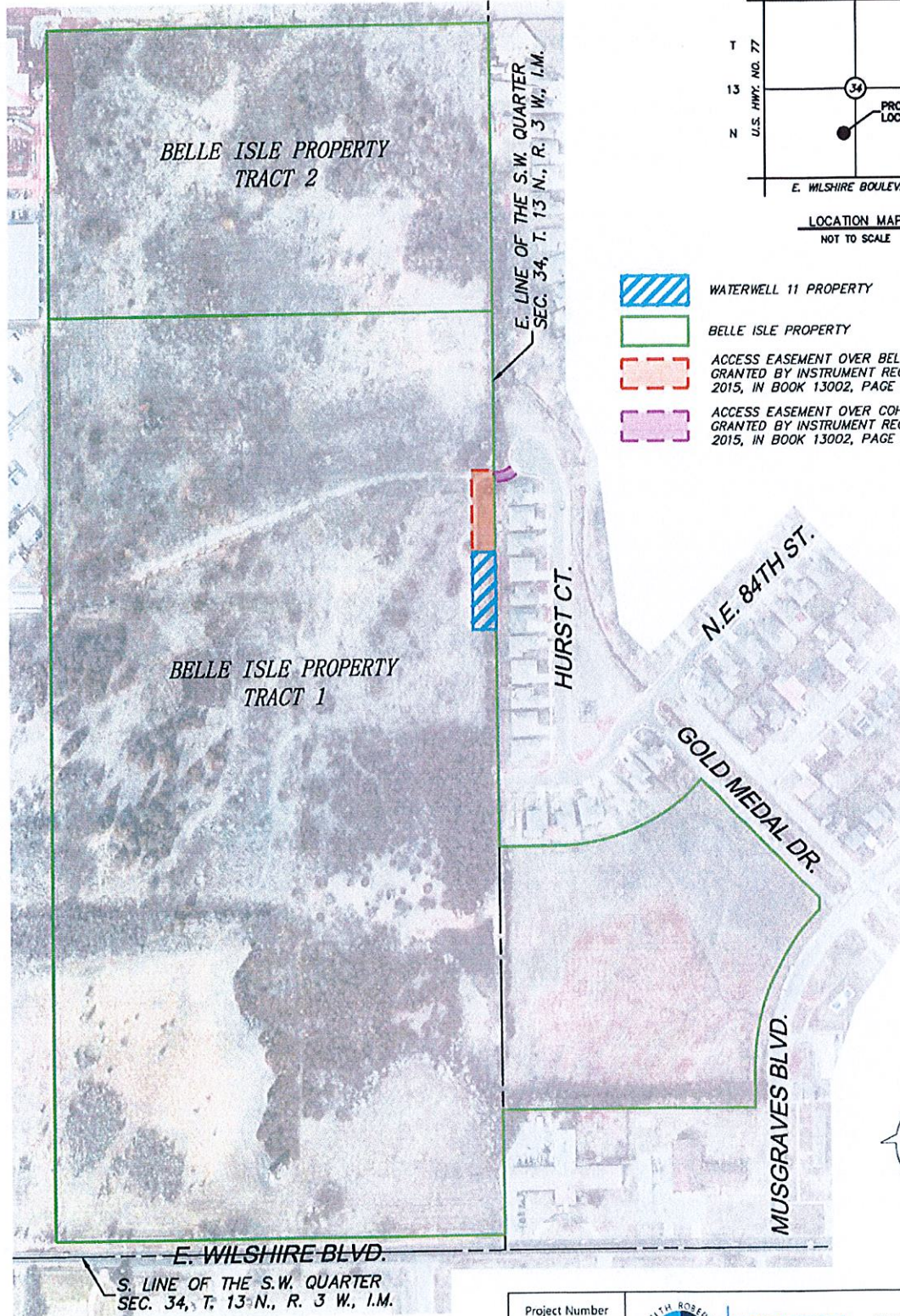
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THENCE South 00°31'47" East, along and with the East line of said Southwest Quarter (SW/4), a distance of 617.89 feet;

THENCE South 89°41'29" West, departing the East line of said Southwest Quarter (SW/4), a distance of 955.77 feet to the POINT OF BEGINNING.

Containing 589,314 square feet or 13.5288 acres, more or less.

EXHIBIT M, ATTACHMENT 2

DEPICTION OF BELLE ISLE AND WATERWELL 11 PROPERTIES



File: Z:\117564 NH COB\ 2024-2029 GENERAL SURVEY\NICHOLS HILLS WELL 11.DWG

Project Number
117,564

Scale
1"=300'



OKLAHOMA CITY
100 N.E. 1st Street
Oklahoma City, Oklahoma 73104
T. 405.843.7034
F. 405.843.9118
www.srb-usa.com

CERTIFICATE OF AUTHORIZATION NO. 2468 EXPIRES JUNE 30, 2025

NORMAN
2520 Lincoln Drive
Suite 105
Norman, OK 73072
T. 405.418.2298
F. 405.418.2299
www.srb-usa.com

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T. 405.418.2298
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**PERMANENT EASEMENT
FOR RELOCATED WATERLINE 11**

THIS PERMANENT EASEMENT FOR RELOCATED WATERLINE 11 ("Permanent Easement") is entered into this 19th day of August 2024 (the "Effective Date") by INDEPENDENT SCHOOL DISTRICT NO. 89 OF OKLAHOMA COUNTY, OKLAHOMA, a/k/a the OKLAHOMA CITY PUBLIC SCHOOLS, its successors and assigns (the "Grantor"), in favor of the CITY OF NICHOLS HILLS, OKLAHOMA, a municipal corporation (the "Grantee"),

WITNESSETH:

WHEREAS, Grantor and Grantee have entered into a certain Waterline 11 Relocation Agreement of even date herewith; and

WHEREAS, Grantor is the owner of certain real property (the "Belle Isle Property") described on Attachment 1 and depicted on Attachment 2, both attached hereto and made a part hereof; and

WHEREAS, Grantee is the owner of certain real property (the "Waterwell 11 Property") described on Attachment 3 and depicted on Attachment 2, both attached hereto and made a part hereof; and

WHEREAS, Grantee owns and operates a water well ("Waterwell No. 11") on the Waterwell 11 Property; and

WHEREAS, Grantee owns and operates a waterline ("Existing Waterline 11") located on the Belle Isle Property, extending from the south boundary of the Waterwell 11 Property to Wilshire Boulevard, a public street, by means of that certain Wilshire Property Interim Water Line Easement Instrument dated November 10, 2015, and recorded December 18, 2015, in Book 13002, Page 1683, in the office of the Oklahoma County Clerk; and

WHEREAS, Grantor, for the purpose of developing the Belle Isle Property, desires Existing Waterline 11 be relocated (as relocated "Relocated Waterline 11") to that certain portion of the Belle Isle Property both described and depicted on Attachment 4 (the "Relocated Waterline 11 Tract"), a copy of which is attached hereto and made a part hereof; and

WHEREAS, for the purpose of accommodating Grantor's desire to develop the Belle Isle Property, and to provide a permanent easement for relocated Waterline 11, Grantor desires to execute this instrument.

NOW, THEREFORE, in consideration of the covenants set forth in this Permanent Easement and for the purposes set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants this Permanent Easement in favor of Grantee as follows:

1. Easement Grant. Grantor for itself, its successors and assigns, hereby grants, sells, conveys, assigns and transfers to Grantee, its successors and assigns, and the employees and agents of Grantee, a Permanent Easement for the purpose of constructing, installing, maintaining, repairing, and replacing Relocated Waterline 11 on, over, under and across the Relocated Waterline 11 Easement Tract.

2. Responsibility for Maintenance. Grantor shall have no obligation to maintain, repair, or replace Relocated Waterline 11, except to the extent Grantor's actions, or the actions of any party acting on behalf of or at the direction of Grantor, damages Relocated Waterline 11, in which case Grantor shall be responsible for the cost of any necessary repair or replacement of Relocated Waterline 11.

3. Covenant Running with the Land. The easement and covenants created herein and the covenants, rights, privileges, benefits, duties, obligations and liabilities created hereunder shall run with the land, shall burden the Relocated Waterline 11 Easement Tract, and shall be binding upon Grantor, its legal representatives, tenants, employees, successors and assigns.

4. Not Dedicated to the Public. The easement created herein is solely for the benefit of the Grantee, its employees, tenants, licensees, invitees, agents, representative, independent contractors, successor and assigns, is private and is not intended to grant any rights to the public.

5. Waiver. Failure on the part of the Grantor or Grantee to complain of any action or inaction on the part of the other, no matter how long the same may continue, shall not be deemed to be the waiver of any such party's rights hereunder. Furthermore, it is covenanted and agreed that no waiver at any time of the provisions hereof by Grantor or Grantee shall be construed as a waiver of any of the other provisions hereof and that a waiver at any time of any of the provisions hereof shall not be construed at any subsequent time as a waiver of the same provisions. The approval of either party hereto, to or for any action by the other party hereto, requiring that party's consent or approval shall not be deemed to waive or render unnecessary the party's consent or approval to or of any subsequent similar act by the other party.

6. Amendments; Modifications. This Permanent Easement may not be modified, terminated or amended except by a written agreement signed by Grantor and Grantee, or their respective successors in title, recorded in the real records of the Oklahoma County Clerk.

7. Partial Invalidity. If any terms, provision, or condition contained in this Permanent Easement shall to any extent be invalid or unenforceable, the remainder of this Permanent Easement shall not be affected thereby, and each and every other term, provision, or condition of this Permanent Easement shall be valid and enforceable to the fullest extent permitted by law.

8. Successors and Assigns. The terms of this Permanent Easement shall be binding upon and shall inure to the benefit of Grantee, its successors and assigns.

IN WITNESS WHEREOF, Grantor has executed and delivered this Permanent Easement as of the day and year first above written.

Approved by the Board of Education of Independent School District No. 89 of Oklahoma County, Oklahoma a/k/a Oklahoma City Public Schools on this 19th day of August, 2024.



**BOARD OF EDUCATION OF INDEPENDENT
SCHOOL DISTRICT NO. 89 OF OKLAHOMA
COUNTY, OKLAHOMA**

By: 
Name: Paula Lewis,
Its: Chair of the Board of Education

Attest:


Craig Cates, Board Clerk

Exhibit L Attachment 1

Legal Description of Belle Isle Property

TRACT 1:

A tract of land being a part of the Southwest Quarter (SW/4) and Southeast Quarter (SE/4) of Section Thirty-four (34), Township Thirteen (13) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southwest (SW) Corner of said Southwest Quarter (SW/4);

THENCE North 89°49'20" East, along and with the South line of said Southwest Quarter (SW/4), a distance of 1,683.00 feet;

THENCE North 00°09'17" West, departing the South line of said Southwest Quarter (SW/4), a distance of 33.00 feet to a point on the North Right-of-Way line of Wilshire Boulevard, said point being the POINT OF BEGINNING;

THENCE continuing North 00°09'17" West, a distance of 1,982.03 feet;

THENCE North 89°41'29" East, a distance of 955.77 feet to a point on the East line of said Southwest Quarter (SW/4);

THENCE South 00°31'47" East, along and with the East line of said Southwest Quarter (SW/4), a distance of 517.91 feet;

THENCE South 89°49'20" West, departing said East line, a distance of 49.14 feet;

THENCE South 00°09'17" East, a distance of 166.50 feet;

THENCE North 89°49'20" East, a distance of 50.23 feet to a point on the east line of said Southwest Quarter (SW/4);

THENCE South 00°31'47" East, along and with the East line of said SW/4 a distance of 463.52 feet to the Northwest (NW) Corner of Lot 7, Block 24 as shown on the Plat REPLAT OF BLOCK 24 OF MUSGRAVE'S GOLD MEDAL HILLS ADDITION;

THENCE North 89°50'43" East (North 89°59' East record), along and with the North line of said Lot 7, Block 24, a distance of 120.02 feet (120.05 feet Record);

THENCE continuing along and with the North line of said Lot 7, Block 24, on a curve to the left having a radius of 433.91 feet, a chord bearing of North 67°21'13" East, a chord length of 331.98 feet and an arc length of 340.67 feet;

THENCE North 44°51'43" East (North 45°00' East Record), continuing along and with the North line of said Lot 7, Block 24, a distance of 18.00 feet to the Northeast (NE) Corner of said Lot 7, Block 24;

THENCE South 45°08'17" East (South 45°00' East Record), along and with the East line of said Lot 7, Block 24, a distance of 362.00 feet;

THENCE continuing along and with the East line of said Lot 7, Block 24, on a curve to the right having a radius of 18.00 feet, a chord bearing of South 00°08'17" East, a chord length of 25.46 feet and an arc length of 28.27 feet;

THENCE continuing along and with the East line of said Lot 7, Block 24, on a reverse curve to the left having a radius of 489.46 feet, a chord bearing of South 22°21'13" West, a chord length of 374.75 feet and an arc length of 384.56 feet;

THENCE South 00°09'17" East (South 00°01' East Record), continuing along and with the East line of said Lot 7, Block 24, a distance of 80.00 feet to the Southeast (SE) Corner of said Lot 7, Block 24;

THENCE South 89°50'43" West (South 89°59' West), along and with the South line of said Lot 7, Block 24, a distance of 548.19 feet to a point on the West line of said Southeast Quarter (SE/4);

THENCE South 00°31'47" East, along and with the West line of said Southeast Quarter (SE/4), a distance of 268.33 feet to a point 33.00 feet North of the Southeast (SE) Corner of said Southwest Quarter (SW/4);

THENCE South 89°49'20" West, parallel with and 33 feet North of the South line of said Southwest Quarter (SW/4), a distance of 968.75 feet to the POINT OF BEGINNING.

Containing 2,265,120 square feet or 52.0000 acres, more or less.

TRACT 2:

A tract of land being a part of the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Thirteen (13) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southwest (SW) Corner of said Southwest Quarter (SW/4);

THENCE North 89°49'20" East, along and with the South line of said Southwest Quarter (SW/4), a distance of 1,683.00 feet;

THENCE North 00°09'17" West, departing the South line of said Southwest Quarter (SW/4), a distance of 2,015.03 feet to the POINT OF BEGINNING;

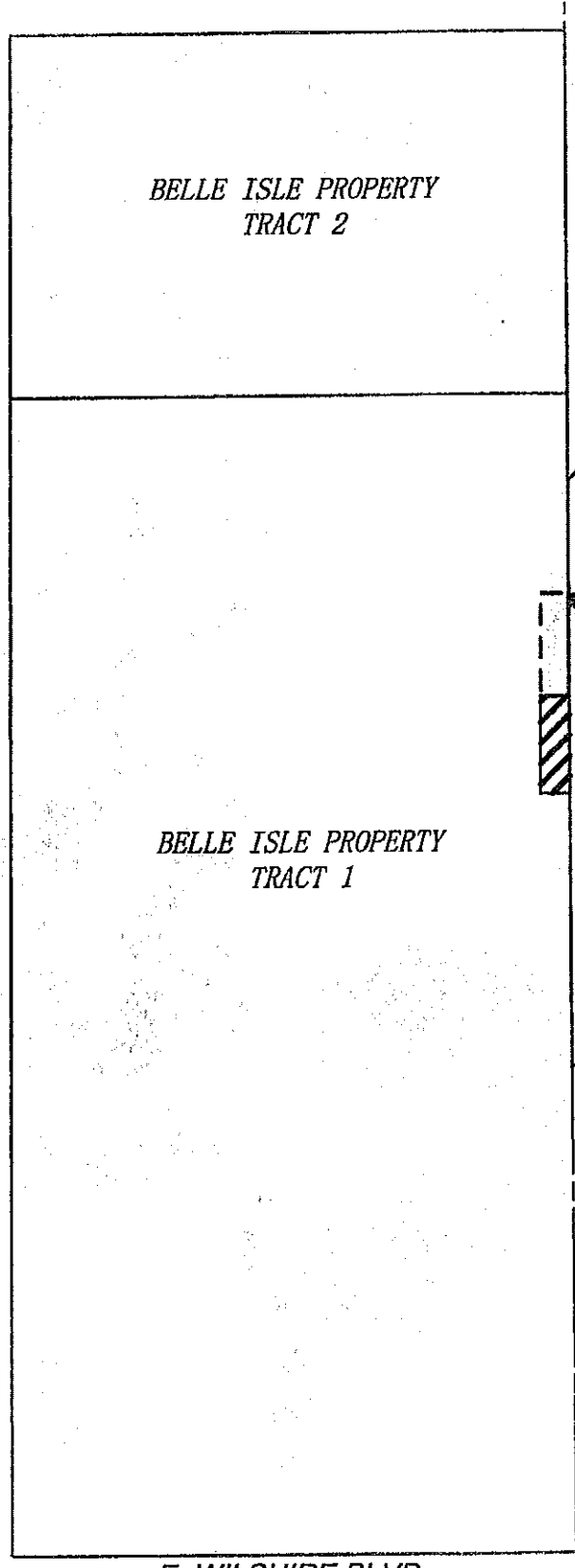
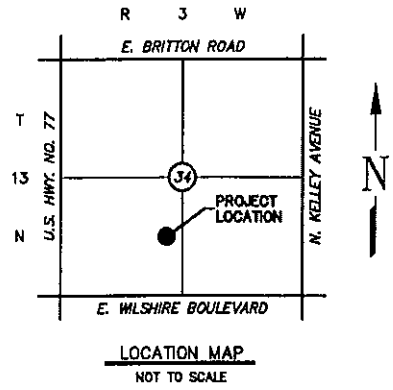
THENCE continuing North 00°09'17" West, a distance of 617.89 feet to a point on the North line of said Southwest Quarter (SW/4);

THENCE North 89°41'29" East, along and with the North line of said Southwest Quarter (SW/4), a distance of 951.73 feet to the Northeast (NE) Corner of said Southwest Quarter (SW/4);
THENCE South 00°31'47" East, along and with the East line of said Southwest Quarter (SW/4), a distance of 617.89 feet;

THENCE South 89°41'29" West, departing the East line of said Southwest Quarter (SW/4), a distance of 955.77 feet to the POINT OF BEGINNING.

Containing 589,314 square feet or 13.5288 acres, more or less.

EXHIBIT L, ATTACHMENT 2
 DEPICTION OF BELLE ISLE AND WATERWELL 11 PROPERTIES



-  **WATERWELL 11 PROPERTY**
-  **BELLE ISLE PROPERTY**
-  **ACCESS EASEMENT OVER BELLE ISLE PROPERTY GRANTED BY INSTRUMENT RECORDED DECEMBER 18, 2015, IN BOOK 13002, PAGE 1705**
-  **ACCESS EASEMENT OVER COHFH PROPERTY GRANTED BY INSTRUMENT RECORDED DECEMBER 18, 2015, IN BOOK 13002, PAGE 1710**



File: Z:\117564 NH GOBI 2024-2025 GENERAL SURVEY\NICHOLS HILLS WELL 11.DWG

S. LINE OF THE S.W. QUARTER
 SEC. 34, T. 13 N., R. 3 W., I.M.

Project Number 117,564 Scale 1"=300'	 SMITH ROBERTS BROSCHWILER, LLC	LAND SURVEYING PLANNING	OKLAHOMA CITY 100 N.E. 3rd Street Oklahoma City, Oklahoma 73104 T: 405.842.2954 F: 405.842.9118 www.srb-llc.com	NORMAN 2500 McGraw Drive, Suite 100 Norman, OK 73072 T: 405.418.2068 F: 405.418.2299 a@psrb-llc.com
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CERTIFICATE OF AUTHORIZATION NO. 3348 EXPIRES JUNE 30, 2025

EXHIBIT L, Attachment 3
Description of Waterwell 11 Property

A tract of land being a part of the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Thirteen (13) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southeast (SE) Corner of said Southwest Quarter (SW/4);

THENCE North 00°31'47" West, along and with the East line of said Southwest Quarter (SW/4), a distance of 1,392.84 feet to the POINT OF BEGINNING;

THENCE South 89°49'20" West, a distance of 60.23 feet;

THENCE North 00°09'17" West, a distance of 168.60 feet;

THENCE North 89°49'20" East, a distance of 48.14 feet to a point on the East line of said Southwest Quarter (SW/4);

THENCE South 00°31'47" East, along and with the East line of said Southwest Quarter (SW/4), a distance of 168.60 feet to the POINT OF BEGINNING.

Containing 2,273 square feet or 0.1693 acres, more or less.



City Council Item Report

MEETING DATE

September 10, 2024

AGENDA ITEM # 9.g

Discussion regarding Ward 3 Safety Letter.

ATTACHMENTS

None