AGENDA

Regular Meeting of the
Nichols Hills City Council
Tuesday, November 12, 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. October 8, 2024 Minutes
    b. October 28, 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	$245,538.13
Nichols Hills Municipal Authority	155,625.68
General Fund - CIP	627,375.01
Designated Funds - Park	25,500.00
General Obligation Bond Funds	906,189.98
Total Warrants & Claims	**$1,960,228.80**

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. Amendment No. 1 for the 1100 Block of Bedford Drive, 7000 Block of Waverly Avenue, and 6800 Block of Trenton Road Paving Improvement Project with Rudy Construction Company in the amount of ($2,790.29).

      BACKGROUND: The amendment decreases the contract to $1,064,474.71. The original contract was $1,067,265.00.

   b. Pay Estimate No. 6 (FINAL) 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 $246,105.74 and place maintenance bonds into effect.

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

c. Pay Estimate No. 2 for Project No. PC-2401 with CGC, LLC. for Paving Improvements to the 6600, 6700 & 6800 Blocks of East Grand Boulevard in the amount of $330,681.87.

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

d. Pay Estimate No. 7 for Project No. WC-2101 with Landmark Construction Group LLC for Arsenic Removal Treatment Plant in the amount of $217,727.12.

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

e. Invoice No. 8495A with Howard-Fairbairn Site Design, Inc for Redbud Park & West Grand Boulevard Trail Expansion Project, in the amount of $25,500.00, to be paid from Park Designated Fund 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 Public Works Director Randy Lawrence to install additional playground equipment at Davis Park, not to exceed $91,569.00. To be paid out of 2023 GO Bonds.

c. Household Hazardous Waste Agreement with the Midwest City Municipal Authority for Fiscal Year 2024-2025.

d. Request from Fire Chief Kevin Boydston to repair one outdoor warning siren for an amount not to exceed $6,000.00, as approved in the FY 2024-2025 CIP budget.

e. Request from Public Works Director Randy Lawrence to purchase a 2024 Silverado 1500 from state contract SW 0035, not to exceed $54,835.00. To be paid out of 2024 GO Bonds and other funds.

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. Receive bids for sale of $ 7,000,000 General Obligation Bonds, Series 2025, and award sale of bonds to the bidder bidding the lowest interest cost.

b. An ordinance providing for the issuance of General Obligation Bonds in the sum of Seven Million Dollars ($7,000,000) by the City of Nichols Hills, Oklahoma, authorized at an election duly called and held for such purpose; prescribing form of bonds; providing for a combined bond issue designated “General Obligation Bonds, Series 2025”; prescribing redemption provisions; designating bonds for purposes of certain provisions of the Internal Revenue Code; providing for registration thereof; appointing a paying-agent registrar for the issue and matters related thereto; providing for the levy of an annual tax for payment of principal and interest on the bonds; approving the forms of a Continuing Disclosure Agreement and an Official Statement; authorizing the approval of a Continuing Disclosure Agreement, an Official Statement and other contracts and instruments necessary to consummate sale, issuance and delivery of the Bonds; fixing other details of the bond sale and issuance; and declaring an emergency.

   i. Consideration of adoption, approval, acceptance, rejection and/or amendment of the emergency section of the foregoing ordinance.

c. Parks Management Agreement between the City of Nichols Hills and Nichols Hills Parks, Inc.

d. An Ordinance amending Article VII of Chapter 8 of the Nichols Hills City Code regarding construction and demolition site Stop Work Orders; repealing all conflicting ordinances or parts of ordinances; providing for severability; and declaring an emergency.

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

e. An Ordinance amending the Nichols Hills City Code regarding fences; repealing all conflicting ordinances or parts of ordinances; providing for severability; and declaring an emergency.

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

f. An Ordinance amending the employee retirement system, defined benefit plan for the City of Nichols Hills & Nichols Hills Municipal Authority, Oklahoma by adopting a revised and restated retirement plan; providing retirement benefits for eligible employees of the City of Nichols Hills & Nichols Hills Municipal Authority. Oklahoma; providing for purpose and organization; providing for definitions; providing for eligibility and participation; providing for non-alienation of benefits; providing for employer and employee contributions;

providing for accounting, allocation, and valuation; providing benefits; providing for required notice; providing for amendments and termination; providing for transfer to and from other plans; creating a retirement committee and providing for powers, duties, and rights of retirement committee; providing for payment of certain obligations; providing for duration and payment of expenses; providing for effective date; providing for vesting schedules; providing for a fund to finance the system to be pooled with other incorporated cities, towns, and their agencies and instrumentalities for purposes of administration, management, and investment as part of the Oklahoma Municipal Retirement Fund; providing for payment of all contributions under the system to the Oklahoma Municipal Retirement Fund for management and investment; providing for repealer and severability; adopting those amendments mandated by the Internal Revenue Code; and declaring and emergency.

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

g. Request to seek bids for WW-2201 2022 G.O. Bond project Water Well #13.

h. Request to seek bids for City Hall roof replacement and receive and approve plans for the same.

i. Christmas Bonuses for City Employees.

10. Adjournment

I certify that the forgoing was filed in the Office of the City Clerk at 3:26 PM on the 8th day of November, 2024 and posted in prominent view on the window at City Hall, 6407 Avondale Drive, at 3:45 PM on the 8th day of November, 2024; posted to the City of Nichols Hills website at 5:00 PM on the 8th of November, 2024; and transmitted by email at 5:00 PM on the 8th day of November, 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.

Amanda Copeland

City Clerk
City of Nichols Hills, Oklahoma

MINUTES

Regular Meeting of the
Nichols Hills City Council
Tuesday, October 8, 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 4:08 PM on the 4th day of October, 2024.

1. Call to Order and Pledge of Allegiance

2. Roll Call

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

3. Minutes

   a. September 4, 2024 Minutes

   b. September 10, 2024 Minutes

      MOTION: Sody Clements moved to approve the September 4, 2024 and September 10, 2024 minutes 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

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

Councilman Clements reminded residents to lock your doors.

Vice-Mayor Goetzinger thanked the Public Works Department for letting him know of a water leak at his home that the City's software had detected.

Mayor Hoffman, while out walking one morning, called the City's dispatch to report a suspicious individual he noticed. He thanked the Police Department for their quick and professional handling of the situation. Mayor Hoffman reminded residents if you see something that doesn't seem right, call in and report it to the Police Department.

MOTION: Steven J. Goetzinger moved to approve the September, 2024 departmental reports 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

5. Total Warrants & Claims

a. Warrants & Claims

MOTION: Sody Clements moved to approve the total warrants and claims 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

6. Consent Docket - Construction

a. Amendment No. 1 for the 1600 and 1700 Blocks of Randel Road Paving Improvement Project with Rudy Construction Company in the amount of ($33,776.85).

BACKGROUND: The amendment decreases the contract to $1,147,910.65. The original contract was $1,181,687.50.

b. Pay Estimate No. 7 (FINAL) for Project No. PC-2301 with Rudy Construction Co. for Paving Improvements to the 1600 & 1700 Blocks of Randel Road in the amount of $63,445.13 and place maintenance bonds into effect.

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

c. Pay Estimate No. 5 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 $188,078.28.

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

d. Pay Estimate No. 1 for Project No. PC-2401 with CGC, LLC. for Paving Improvements to the 6600, 6700 & 6800 Blocks of East

Grand Boulevard in the amount of $63,840.00.

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

e. Pay Estimate No. 6 for Project No. WC-2101 with Landmark Construction Group LLC for Arsenic Removal Treatment Plant in the amount of $515,955.27.

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

MOTION: Steven J. Goetzinger moved to approve item 6a - 6e Consent Docket Construction 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

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. 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.

c. Schedule of Regular Meetings for the Nichols Hills City Council 2025.

d. Agreement for Specific Assistance with the Board of County Commissioners of Oklahoma County for road reconstruction, repair, and/or improvements to Bedford Drive, between Kingsbury Lane and Drury Lane.

e. Request from Information Systems Manager Scott Johnston to purchase office furniture. The total will not exceed $5,500.00, to be purchased with General CIP funds.

f. Request from Public Works Director Randy Lawrence to replace pumping equipment in four water wells, not to exceed $102,084.00. To be paid out of 2022 GO Bonds

MOTION: Sody Clements moved to approve item 7a - 7f Consent Docket General 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

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. A resolution authorizing the sale of $7,000,000 of General Obligation Bonds, Series 2025 of the City of Nichols Hills, Oklahoma; fixing the amount of bonds to mature each year; fixing the manner, time and place the bonds are to be sold; authorizing the City Clerk to give notice of said sale as required by law and to publish notice of sale; approving and authorizing official statements; authorizing and approving contracts for bond counsel, financial advisor and paying agent-registrar services and amendments thereto, and waiving selection pursuant to a competitive process; and, authorizing executions and actions necessary for issuance and delivery of the bonds, and providing for other aspects of the bonds.

Mr. John Williams, City Attorney, presented the proposed resolution authorizing the sale of $7,000,000.00 of General Obligation Bonds, Series 2025.

Mr. Chris Gander, with BOK Financial Securities, stated that bids will be presented to the City Council at the November 12, 2024 meeting.

MOTION: Steven J. Goetzinger moved to approve the resolution set forth in item 9a. Sody Clements seconded the motion.

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

b. 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.

Mrs. Susan Binkowski, owner of Esperanza Real Estate Investments, presented the application to the City Council.

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

Mr. Jim McCampbell spoke against the application.

Mr. Tony Lathrop suggested that the City create an R-2+1 zone for this property to eliminate opening up the area to R-3 zoning.

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

MOTION: Steven J. Goetzinger moved to approve item 9b subject to limiting to only three units and keeping the existing building footprint. E. Peter Hoffman seconded the motion.

RESULT:	**(Yes 2, No 1, Abstained 0)**

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

c. An Ordinance amending the Nichols Hills City Code regarding the State Law reference for the definition of Drug Paraphernalia; repealing all conflicting ordinances or parts of ordinances; providing for severability; and declaring an emergency.

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 Arts Commission Appointment - At Large Appointment.

RESULT:	**NO ACTION TAKEN**

e. Discussion, consideration, and possible action regarding requiring sight-proof screening to surround residential properties during construction.

City Council directed staff to research the cost of sight-proof screening and any alternatives and bring back to the next regular scheduled meeting.

f. TO BE READ INTO THE MINUTES: The City of Nichols Hills has received from Oklahoma Department of Environmental Quality, Permit No. WL000055240722 for construction of approximately 1,374 linear feet of six (6) inch PVC raw water line and appurtenances to serve the Raw Water Line to serve South Half, Oklahoma County, Oklahoma. Pursuant to O.S. 27A 2-6-304, the City of Nichols Hills is hereby granted this Tier I Permit to construct 1,374 linear feet of six (6) inch PVC raw water line and all appurtenances to serve the Raw Water Line to serve South Half, located in SW 1/4 of Section 34, T-13-N, R-3-W, Oklahoma County, Oklahoma, in accordance with the plans approved October 01, 2024.

MOTION: Sody Clements moved to acknowledge this item was read into the minutes. 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
Monday, October 28, 2024 at 10:00 AM
City Hall, 6407 Avondale Drive
Nichols Hills, OK 73116

Original agenda filed in the Office of the City Clerk at 9:25 AM on the 24th day of October, 2024.

1. Call to Order
2. Roll Call

Attendees Present	Arrived
Council Member Sody Clements	10:00
Mayor E. Peter Hoffman	10:00
Vice-Mayor Steven J. Goetzinger	10:00

3. Citizens Desiring to Be Heard

   No one expressed a desire to be heard.

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

   a. Request from the Public Arts Commission to seek proposals for art in the Love Family Park.

      Mrs. Melissa Scaramucci, Chair of the Nichols Hills Public Arts Commission, thanked the City Council for forming the Nichols Hills Public Arts Commission. Mrs. Scaramucci spoke to the City Council about placing art on the empty plinth in Love Family Park for rotating art. Mrs. Scaramucci reviewed different types of art by various artists that could be displayed in Nichols Hills. Mrs. Scaramucci requested approval from City Council to go out for proposals from artists for a piece of art to be placed in Love Family Park.

      MOTION: Steven J. Goetzinger moved to approve agenda item 4a. Sody Clements seconded the motion.

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

b. Request from the Public Arts Commission to seek proposals for art on the city sanitation vehicles.

Mrs. Melissa Scaramucci, Chair of the Nichols Hills Public Arts Commission, reported that the Nichols Hills Public Arts Commission had reviewed the collection of art that is currently on display in the City of Nichols Hills, and they thought wrapping the City's sanitation trucks would be a way to display art to everyone in the City. Mrs. Scaramucci requested approval from the City Council to request proposals from different artists to wrap the sanitation trucks with art.

MOTION: Sody Clements moved to approve the request to seek proposals on agenda item 4b. Steven J. Goetzinger seconded the motion.

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

c. An Ordinance amending Article VI of Chapter 8 of the Nichols Hills City Code regarding fences and walls on corner lots; repealing all conflicting ordinances or parts of ordinances; providing for severability; and declaring an emergency.

City Manager Shane Pate reviewed the proposed ordinance with City Council. Following discussion among City Council and staff, City Council directed staff to bring back an ordinance regarding fences that are facing the street on all residential lots.

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

d. Discussion, consideration, and possible action regarding fences on lots in the residential districts (other than fences on corner lots).

e. An ordinance amending Article VII of Chapter 8 of the Nichols Hills City Code regarding construction and demolition site screening; repealing all conflicting ordinances or parts of ordinances; providing for severability, and declaring an emergency.

City Manager Shane Pate presented the proposed ordinance to the City Council.

MOTION: Steven J. Goetzinger moved to approve agenda item 4e 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

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

MOTION: Sody Clements moved to approve agenda item 4e (i) - Emergency clause of the foregoing ordinance. 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. 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

NICHOLS HILLS
POLICE DEPARTMENT
MONTHLY REPORT
October 2024

On October 16th at 5:00 p.m. Officers were dispatched to the 1200 block of W. Wilshire Blvd. on a suspicious person ringing doorbells. The reporting party advised this occurred multiple times and the subject was walking around the residence and currently at a neighbor's home. Officers located the subject at a recently burglarized residence and determined that he was the same subject that burglarized the residence a month prior. Officers learned during their investigation the subject caused damage to the back patio of the residence. Officers believed that the subject was having a mental health crisis. They determined the best course of action was to transport him to a mental health facility for evaluation. The following day detectives located family members to inform them of the subject's location.

On October 31st at 7:35 p.m. Officers were dispatched to the 1400 block of Bedford Dr. on missing children. It was reported that the 11- and 15-year-old went missing while trick or treating. The reporting party provided a description of the missing children, their ages, and any other helpful information. Officers searched the area for some time and were unable to locate them. The children were ultimately entered into NCIC as missing. Surrounding agencies were notified as well. Through multiple avenues of the investigation, it was determined that the missing juveniles were later located at a family members residence. During that evening, officers responded to multiple missing children calls, and multiple calls where adults could not locate their vehicles.

In the month of October officers made 2 District Court level arrests.

Officers were dispatched to 39 residential alarm calls and 17 business alarm calls. The department responded to 9 suspicious vehicle calls, 10 suspicious subject calls, and 7 suspicious activity calls. Officers responded to 9 motorist assist calls and 6 citizen assist calls. Officers conducted 96 business checks and 15 check welfare calls. Officers were requested to assist other agencies a total of 19 times. Officers performed 117 house checks this month. Officers responded to 6 parking complaints. There were 221 traffic stops with 315 citations and written warnings issued. Officers worked 4 traffic accidents on city streets. Officers completed 37 offense reports. Dispatchers completed 1658 radio log entries.

Respectfully,

Chief Steven Cox

Nichols Hills Police Department
6407 Avondale Drive Nichols Hills, OK 73116
(405) 843-5672

ODIS Summary Report From 10/01/2024 - 10/31/2024

Booking Summary Report

Booking Record

Inmate Booked	**0**	**Inmate Released**	**0**
Male	0	Male	0
Female	0	Female	0
Unknown	0	Unknown	0

Federal Inmate Booked	0
Federal Inmate Released	0

Booking Officer	**Arresting Officer**	**Releasing Officer**
No records found.	No records found.	No records found.

Incident Summary Report

Incident Record

Incident Report Filed	**37**
Sensitive Report	0
Classified Report	0
Report Approved	34

Offense Summary

Total	Offense (IBR)
1	Burglary/Breaking and Entering
2	Driving Under the Influence
1	Drug/Narcotics - Violations - Marijuana
1	Family - Missing Person
3	Fraud - False Pretenses/Swindle/Confidence Game
2	Larceny/Theft - All Other
1	Larceny/Theft - From Building
4	Public Peace - Found Property
1	Public Peace - Lost Property
2	Public Peace - Mental Case
5	Public Peace - Other
1	Traffic - Direct Traffic
33	Traffic - Impounds
6	Traffic - Other
1	Traffic - Signs and Signal
2	Trespassing of Real Property
1	Vandalism/Destruction/Damage of Property
2	Warrants - For other Agency
69	**GRAND TOTAL**

Originating Officer Report

Total	Originating Officer
2	EDWARDS, BRANDON
1	EISCHEID, DAVID

4	HALL, ELLA
1	JOBE, TONY
1	LASTER, ADAM
6	LOPEZ, MARLINY
1	MCGINLEY, JAMES
2	MCHENRY, JARRED
8	NORRIS, DEREK
5	PATTERSON, FRANKLIN
2	STOUGH, STANTON
4	VOYLES, MATTHEW
37	**GRAND TOTAL**

Total Report Filed	37
Total Reports Assigned to Detective	36
Total Reports Un-Assigned	1

Report Assigned To	Total	Open	Closed
RIDGEWAY, BRANDON	36	6	30
GRAND TOTAL	**36**	**6**	**30**

Case Closed Detail

Closed By	Total
Cleared - By Arrest	15
Cleared - Referred	1
Deactivated by Investigator After Follow-Up	14

Total Report Filed	37
Total Open Cases	7
Total Closed Cases	30

Cleared By	Total
Cleared - By Arrest	15
Cleared - Referred	1
Deactivated by Investigator After Follow-Up	14
GRAND TOTAL	**30**

Citation Summary Report

Ciation Record

Citation Filed (Exclude Warining)	174
Citation Warning Filed	141

Officer Violation Report (Include Warning Citation)

Officer Name	Violation	Total	Total Amount
	FAILURE TO APPEAR	16	$0.00
EDWARDS, BRANDON (6)	IMPROPER TAG DISPLAY	1	$100.00
	NO SECURITY VERIFICATION	1	$260.00
	SPEED IN EXCESS	4	$420.00
EISCHEID, DAVID (12)	EXPIRED LICENSE PLATE	4	$400.00
	IMPROPER TAG DISPLAY	1	$100.00
	NO SECURITY VERIFICATION	2	$520.00
	OPERATING WITHOUT BEING LICENSED	1	$260.00
	SPEED IN EXCESS	3	$315.00
	SPEEDING RADAR CHECKED	1	$219.00
GREENWOOD, TAYLOR (7)	DEFECTIVE EQUIPMENT	3	$330.00
	DEFECTIVE LIGHTS ALL OTHERS	3	$330.00
	EXPIRED LICENSE PLATE	1	$100.00
HALL, ELLA (54)	EXPIRED DRIVERS LICENSE	1	$100.00

	EXPIRED LICENSE PLATE	19	$1,900.00
	IMPROPER TAG DISPLAY	5	$500.00
	NO SECURITY VERIFICATION	7	$1,820.00
	SPEED IN EXCESS	22	$2,310.00
JOBE, TONY (17)	DEFECTIVE LIGHTS ALL OTHERS	2	$220.00
	EXPIRED LICENSE PLATE	4	$400.00
	PARKING ON STREET 2 AM - 5 AM	9	$315.00
	SPEED IN EXCESS	2	$210.00
LASTER, ADAM (8)	DEFECTIVE LIGHTS ALL OTHERS	1	$110.00
	DRIVING WHILE SUSPENDED	1	$260.00
	EXPIRED LICENSE PLATE	2	$200.00
	INATTENTIVE AND CARELESS DRIVING	1	$260.00
	NO SECURITY VERIFICATION	2	$520.00
	SPEEDING RADAR CHECKED	1	$204.00
LOPEZ, MARLINY (35)	AFFIXING IMPROPER TAG	1	$260.00
	DEFECTIVE LIGHTS ALL OTHERS	2	$220.00
	DISOBEYING STOP SIGN	2	$220.00
	DISOBEYING TRAFFIC CONTROL LIGHT	1	$110.00
	EXPIRED DRIVERS LICENSE	1	$100.00
	EXPIRED LICENSE PLATE	16	$1,600.00
	NO SECURITY VERIFICATION	9	$2,340.00
	NO VALID OPERATORS LICENSE	1	$260.00
	OPERATING WITHOUT BEING LICENSED	1	$260.00
	SPEED IN EXCESS	1	$105.00
MCGINLEY, JAMES (28)	ALTERING OR CHANGING TAG	1	$160.00
	DEFECTIVE LIGHTS ALL OTHERS	6	$660.00
	DRIVING WHILE SUSPENDED	3	$780.00
	EXPIRED DRIVERS LICENSE	2	$200.00
	EXPIRED LICENSE PLATE	8	$800.00
	IMPROPER TAG DISPLAY	1	$100.00
	NO LICENSE IN POSSESSION	1	$120.00
	NO SECURITY VERIFICATION	4	$1,040.00
	SPEED IN EXCESS	2	$210.00
MCHENRY, JARRED (7)	DEFECTIVE LIGHTS ALL OTHERS	1	$110.00
	DRIVING WHILE SUSPENDED	2	$520.00
	ILLEGAL U TURN	1	$110.00
	NO LICENSE IN POSSESSION	1	$120.00
	NO SECURITY VERIFICATION	2	$520.00
NORRIS, DEREK (63)	AFFIXING IMPROPER TAG	4	$1,040.00
	DEFECTIVE LIGHTS ALL OTHERS	3	$330.00
	DISOBEYING STOP SIGN	3	$330.00
	DRIVING WHILE SUSPENDED	4	$1,040.00
	DRIVING WITH OBSTRUCTED VIEW	3	$330.00
	EXPIRED DRIVERS LICENSE	1	$100.00
	EXPIRED LICENSE PLATE	17	$1,700.00
	IMPROPER TAG DISPLAY	1	$100.00
	NO SECURITY VERIFICATION	12	$3,120.00
	OPERATING WITHOUT BEING LICENSED	1	$260.00
	SPEED IN EXCESS	12	$1,260.00
	SPEEDING RADAR CHECKED	2	$353.00
PATTERSON, FRANKLIN (28)	ALTERING OR CHANGING TAG	1	$160.00
	DEFECTIVE LIGHTS ALL OTHERS	7	$770.00
	EXPIRED LICENSE PLATE	11	$1,100.00
	LEFT OF CENTER MARKED ZONE	1	$110.00
	NO LICENSE IN POSSESSION	1	$120.00

	NO SECURITY VERIFICATION	3	$780.00
	OPERATING WITHOUT BEING LICENSED	1	$260.00
	OPERATING WITHOUT PROPER LICENSE PLATE	1	$100.00
	SPEED IN EXCESS	2	$210.00
STOUGH, STANTON (1)	SPEED IN EXCESS	1	$105.00
VOYLES, MATTHEW (33)	AFFIXING IMPROPER TAG	1	$260.00
	DEFECTIVE EQUIPMENT	1	$110.00
	DEFECTIVE LIGHTS ALL OTHERS	5	$550.00
	DRIVING WHILE SUSPENDED	2	$520.00
	DRIVING WITH OBSTRUCTED VIEW	2	$220.00
	EXPIRED LICENSE PLATE	8	$800.00
	IMPROPER TAG DISPLAY	1	$100.00
	NO SECURITY VERIFICATION	4	$1,040.00
	NO VALID OPERATORS LICENSE	2	$520.00
	SPEED IN EXCESS	6	$630.00
	SPEEDING RADAR CHECKED	1	$169.00
GRAND TOTAL		**315**	**$42,205.00**

Citation Payment Method Summary

Total Cash	$0.00
Total Checks	$0.00
Total Credit Cards	$0.00
Total Money Orders	$0.00
Total Other	$0.00
Grand Total	**$0.00**

Warrant Summary Report

Warrant Record

Warrant Issued	0
Warrant Served	0
Warrant Recalled	0

Warrant Issued

No records found.

Warrant Served

No records found.

Warrant Recalled

No records found.

Warrant Payment Method Summary

Total Cash	$0.00
Total Checks	$0.00
Total Credit Cards	$0.00
Total Money Orders	$0.00
Total Other	$0.00
Grand Total	**$0.00**

Protective Order Summary Report

Protective Order Record

Protective Order Issued - Non Emergency	0
Protective Order Issued - Emergency	0

Civil Process Summary Report

Civil Process Record

Civil Process Issued	0

Group By Process Type

No records found.

Group By Court Type

No records found.

Field Interview Summary Report

Field Interview Record

Field Interview Issued	0

Group By Interviewed Officer

No records found.

Accident / Collision Summary Report

Accident Record

Accident / Collision Record	4
Accident / Collision with DUI	0
Accident / Collision with Hit & Run	0
Accident / Collision with Fatality	0

Radio Log Summary Report

Radio Log Record

Radio Log Record	1,658

Group By Call Type

Total	Initial Call Type
1	9-1-1 Trouble Unknown
1	Accident - City Equipment
1	Accident - Hit and Run
4	Accident - Property Damage
17	Alarm Business
39	Alarm Residential
1	Animal Control - Animal at Large / Nuisance
1	Animal Neglect
6	Assist - Citizen
9	Assist - Motorist
8	Assist - Other City Department
19	Assist - Outside Agency
2	Broadcast - General Information
96	Business Check
1	Check Skateboarders
7	Check Solicitor
15	Check The Welfare

Group By Final Type

Total	Final Call Type
1,658	
1,658	**GRAND TOTAL**

1	Code Violation
2	Court - Bailiff
1	Damage/Deface City Property
1	Deliver Council Packets
209	Dispatch - Informational
1	District Court
2	Disturbance
2	Domestic
2	DUI Arrest
238	Ending Mileage
1	Escort
1	Extra Watch
7	Fire Department - Automatic Alarm
23	Fire Department - Medical Call
21	Fire Department - Mutual Aid
1	Fire Department - Odor Investigation
1	Fire Department - Other Fire
10	Fire Department - Service Call
2	Fire Department - Smoke Investigation
6	Follow-up
5	Found Property
4	Fraud
117	House Check
1	Larceny/Theft - All Other
3	Mental Health
13	Miscellaneous - Other
1	Missing Juvenile
1	Missing Property
2	Noise Complaint
12	Officer out of the car
1	Open Door - Business
44	Open Door - Residence
10	Ordinance Violation
12	Out at the Station for Report
2	Out of district
6	Parking Complaint
1	Property - Lost/Missing
9	Public Works Call
7	Receive Information
5	Reckless Driver
1	Release Property
3	Return to the station
4	S.T.O.P. Program
1	Signal 13 - Meal Beak
46	Special Assignment
2	Stand-by
248	Starting Mileage - In Service
7	Suspicious Activity
2	Suspicious Noise
10	Suspicious Subject
9	Suspicious Vehicle
1	Tornado Siren
1	Traffic Arrest
3	Traffic Complaint
221	Traffic Stop

14	Training
1	Trespassing
1	Trouble Unknown
12	Vehicle Impoundment
32	Vehicle Maintenance
19	Vehicle Registration/Stolen Check [10-28/10-29]
4	Vehicle Release
1,658	**GRAND TOTAL**

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

Violations by Filed Date...

Police Department	152	
MUNICIPAL COURT	31	
Code Enforcement	1	
TRANSFERRED OUT	0	
Total Filed Violations		184

Completed Cases...

Paid Fine...

Police Department	70	
MUNICIPAL COURT	6	
Code Enforcement	2	
TRANSFERRED OUT	2	
Total Paid Fines		80
Total Completed		80

Other Completed...

Dismissed - had Insurance

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

Dismissed by Judge

Police Department	17	
MUNICIPAL COURT	0	
Code Enforcement	0	
TRANSFERRED OUT	1	
Total		18

Dismissed - COMPLIANCE

Police Department	14	
MUNICIPAL COURT	0	
Code Enforcement	0	
TRANSFERRED OUT	0	
Total		14

Voided Docket

Police Department	1	
MUNICIPAL COURT	2	
Code Enforcement	0	
TRANSFERRED OUT	0	
Total		3
Total Other Completed		39

Grand Total Completed	119
Net Difference Filed/Complete	65

Warrants...

Issued...		
Police Department	69	
MUNICIPAL COURT	28	
Code Enforcement	0	
TRANSFERRED OUT	0	
Total Violations		97
Total Warrants Issued		97
Cleared...		
Police Department	25	
MUNICIPAL COURT	8	
Code Enforcement	0	
TRANSFERRED OUT	5	
Total Violations		38
Total Warrants Cleared		38
Change in Total Warrants		59

FINE FINE	$8,995.00
CLEET7 CLEET STATE OF OK. 2017	$691.68
AFIS17 AFIS 2017	$691.66
FS17 FORENSIC SCIENCE 2017	$691.66
LATE LATE FEE	$260.00
FTA FAILURE TO APPEAR	$1,414.00
AMS COLLECTION AGENCY	$379.00
CLEET4 CLEET STATE OF OKLAHOMA	$27.00
FP2 AFIS	$15.00
FS FORENSIC SCIENCE IMPROVE FEE	$15.00
Total Fees/Fines Paid	$13,180.00

Nichols Hills Fire Department

October 2024 Monthly Report

October was a busy month at the fire station. The department received new dual cert gear that can be used on several different types of calls. The dual cert gear is lighter than our typical personal protective gear. This gear can be utilized for automobile accidents, wildland fires, medical calls, and training drills. All members of the department will have a set of dual cert gear. The fire department provided stand by coverage for Christ the Kings fun run event. Red shift provided fire prevention education for Nichols Hills United Methodist Mother's Day Out students. Green shift attended NHUMC fall festival to show the fire engine and tools to the attendees. The last week of October, four members of the department traveled to the Sutphen fire truck plant in Ohio for a final inspection on the new ladder truck.

The fire department responded to 65 calls in the month of October.

- Fires – 4
- EMS – 23
- Hazardous conditions – 2
- Service calls -14
- False calls – 22

Ward 1 – 23%
Ward 2 – 15%
Ward 3 – 26%
The Village – 31%
OKC – 5%

Training for the month of October included the following: Managing a Fire Company that was attended by all the company officers, all members attended in-service training by Chief Mays for the new EV blanket and emergency plug that will be used on electric vehicle response, all members also attended an 8-hour Hazardous Materials Operations Refresher. Topics covered for EMS training this month included cardiac emergencies and smoke inhalation treatments. Lt. Black and D/O Gray attended a week-long Rope Rescue III Technician class in Edmond taught by CMC. Lt. Black, Lt. Sanderson, and D/O Gray attended the annual Wichita HOT conference. The 8-hour hands on class they attended was Residential Search and Rescue Hose Line Operations. Once back at the station, they passed along what they learned at the conference to their shifts. Crews took advantage of the wrecked cars that were utilized for the EV response class, also trained on vehicle extrication skills. D/O Biesiada, FF Balch, and FF Morrison continued their AEMT class along with clinical rotations. Rope rescue and new driver training with FF Balch, FF Morrison, and FF Hamblin were also completed throughout the month. Assigned online officer training was done through Vector Solutions as well as some online Fire Investigation classes by D/O Ley and FF Balch as they work on pre-requisites for a National Fire Academy class they are both applying for. Chief Mays and I attended EOC/ICS Interface Emergency Management class in Guthrie and the Oklahoma Homeland & Security Conference in Oklahoma City.

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 Sept 21 2024 Thru Oct 2 20 2024

DATE	WATER PUMPED 1,000 GALLONS PER DAY	CHEMICALS USED – CHLORINE AND RESIDUALS lbs	SERIES 1 PLT	SERIES 1 DIST	SERIES 2 PLT	SERIES 2 DIST	NO. WELLS IN USE (NO. WELLS IN SYSTEM 23)	TOTAL HOURS IN USE	STATIC LEVEL WELL NO.	STATIC LEVEL FT.	PUMPING LEVEL WELL NO.	PUMPING LEVEL FT.	TOTAL ALK.	Ph	STAB-ILITY	Fluoride	
21	2,031,633	6	0.36	0.38	0.45	0.29	10	240.0					115	7.47	1	0.124	
22	1,891,092	6	0.24	0.31	0.27	0.40	10	221.0									
23	1,151,166	6	0.32	0.26	0.20	0.57	8	139.8									
24	1,400,855	6	0.39	0.59	0.52	0.40	9	174.0									
25	1,320,449	6	0.40	0.33	0.29	0.73	8	159.3									
26	612,000	5	0.40	0.20	0.29	0.50	5	72.0									
27	467,817	5	0.27	0.22	0.27	0.44	7	52.6									
28	1,069,320	5	0.45	0.25	0.33	0.45	8	132.4									
29	1,156,320	5	0.34	0.30	0.28	0.30	8	144.0									
30	1,196,529	5	0.30	0.23	0.28	0.38	8	144.0									
1	2,718,600	5	0.42	0.21	0.37	0.42	13	286.0									
2	2,625,120	5	0.37	0.20	0.25	0.37	13	296.2									
3	2,278,959	5	0.31	0.27	0.34	0.25	12	270.0									
4	2,728,740	5	0.35	0.31	0.31	0.20	13	311.0									
5	2,738,880	5	0.37	0.20	0.25	0.37	13	312.0									
6	2,522,597	5	0.40	0.22	0.30	0.40	13	294.1									
7	2,656,816	5	0.30	0.22	0.27	0.48	13	286.7									
8	2,738,566	5	0.30	0.28	0.22	0.30	13	312.0									
9	2,617,797	5	0.38	0.30	0.32	0.38	13	296.0									
10	2,735,005	5	0.38	0.30	0.32	0.38	13	311.5									
11	2,506,776	5	0.40	0.24	0.28	0.40	13	293.1									
12	2,738,880	5	0.35	0.31	0.25	0.32	13	312.0									
13	2,724,561	5	0.45	0.38	0.24	0.31	13	309.9									
14	2,720,855	5	0.23	0.25	0.28	0.52	13	309.9									
15	2,644,203	5	0.37	0.42	0.22	0.40	13	302.6									
16	2,737,605	5	0.21	0.38	0.24	0.50	13	311.8									
17	2,734,290	5	0.39	0.41	0.24	0.29	13	311.6									
18	2,528,200	5	0.24	0.40	0.29	0.24	13	290.2									
19	2,728,740	5	0.30	0.30	0.29	0.30	13	312.0									
20	2,222,003	5	0.31	0.30	0.28	0.31	12	279.9									
TOTAL	64,944,374	155					339	7487.4									
AVG.	2,164,812	5					11										

POWER COST	$22,545.32
LABOR COST	$10,776.36
CHEMICAL COST	$509.25
REPAIR COST	$0.00
WATER COST	$0.00
TOTAL COST	$33,830.93
COST/MILLION GAL.	$520.92

BACT SAMPLES SUBMITTED DURING THE MO.

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

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

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

Signed Benjamin Canady

Title Chief Well Operator

Oper. Cert. No. 13524 106801.0

DEQ Form # 630-577B

Revised 3/01

WATER PUMPED
Oct-24

WELL	Arsenic ppb	G.P.M.	Gallons Pumped	Electrical Cost Per Thousand Gallons
3	0.50		6,818,700	
5	0.50	124	5,351,750	$0.30
8	0.50	111	4,564,875	$0.42
10	6.00	120	4,966,320	$0.67
12	0.50	157	6,246,559	$0.25
15	0.50	125	5,475,375	$0.37
18	0.50	136	6,080,418	$0.29
19	0.50	163	6,906,715	$0.33
20	0.50	152	6,781,328	$0.43
21	0.50	110	4,909,190	$0.45
23	0.50	182	8,035,200	$0.23
24	0.50	207	8,313,120	$0.28
25	0.50	138	5,404,908	$0.25
Total			79,854,458	

Blended arsneic level	0.80 ppb	
Energy costs per 1000 gals	$0.00	
Contractor Usage		19,800

WATER PUMPED LAST FIVE YEARS:	
Oct-23	46,696,262
Oct-22	49,101,836
Oct-21	52,136,712
Oct-20	42,195,198
Oct-19	42,528,890

Benjamin Canady
Water Well Operator

Benjamin Canady

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	
	1015/24	6401 Penn	24.0					
	10/21/2024	1505 Dorchester	8.0					
	10/28/2024	1911 Huntington	8.0					
	10/29/2024	1806Guilford	8.0					
	10/30/2024	1228 marbloro	8.0					
	10/30/2024	1834 Drakestone	8.0					
	10/31/2024	1621 Drakestone	8.0					
	10/21/2024	7301 waverly	8.0					
		TOTAL hrs.	80.0			TOTAL hrs	0.0	

BUILDING PERMITS 2024

Project ID	Project Type	Name	Property	Issued Date	Square Footage	VALUATION
159149	ROOF-RES	BASEYS ROOFING	1706 WINDSOR	10/1/2024		$35,482
159150	POOL	FOX POOLS CENTRAL	6717 AVONDALE	10/1/2024		$140,000
159154	BR-REM	ESPERANZA REAL ESTATE INV	6529 AVONDALE	10/2/2024		$10,000
159155	BR-ACC	CROSS TIMBER STRUCTURES LLC	1803 DORCHESTER PL	10/3/2024		$8,640
159164	ROOF-RES	JUSTICE COMMERCIAL ROOFING LLC	6607 GRAND	10/3/2024		$112,000
159167	STORM	GROUND ZERO SHELTERS CO	1407 SHERWOOD	10/4/2024		$3,195
159169	FENCE-RES	LELAND NEUBAUER	1707 HUNTINGTON	10/7/2024		$7,400
159170	ROOF-RES	JENCO ROOFING COMPANY INC	1817 ELMHURST	10/7/2024		$54,000
159171	BR-ADD	JOHNSTON BUILDERS LLC	1101 PARK MANOR	10/8/2024		$48,000
159176	ROOF-RES	SUMMIT ROOFING SYSTEMS	1808 HUNTINGTON	10/11/2024		$50,000
159177	BR-ACC	CTC CONSTRUCTION LLC	1813 WILSHIRE	10/11/2024		$30,000
159180	BR-ACC	CANDELARIA DESIGN BUILD	6803 GRAND	10/11/2024		$320,000
159188	CURB	RAIN GUARD INC	1601 WESTMINSTER	10/14/2024		NA
159197	CURB	HIGH DEFINITION LAWN & LANDSCA	7305 LANCET	10/14/2024		NA
159198	CURB	BOMANITE OF OKLAHOMA	1607 DRURY	10/14/2024		NA
159200	CURB	BISON CONCRETE	1228 GLENBROOK	10/15/2024		NA
159202	WELL-WAT	AQUA WELL DRILLING	2303 GRAND	10/16/2024		NA
159203	BR-REM	EISEL SALES AND CONSULTING LLC	1626 WESTMINSTER	10/16/2024		$3,800
159204	FENCE-RES	CEDAR FOREST FENCE	6908 GRAND	10/17/2024		$6,000

159207	BR-NEW	EUROPEAN DEKOR, LLC	1113 CUMBERLAND	10/21/2024	5498	$1,300,000
159208	ROOF-RES	ALL AMERICAN ROOFING INC	1810 WESTMINSTER	10/21/2024		$15,340.79
159211	ROOF-RES	TEN ARROWS ROOFING & CONST	1724 COVENTRY	10/22/2024		$40,000
159212	ROOF-RES	RAMIREZ ROOFING	1820 DRAKESTONE	10/22/2024		$26,000
159214	DEMO-RES	MIDWEST WRECKING	1636 QUEENSTOWN	10/22/2024		NA
159216	ROOF-RES	KENNEDY ROOFING & CONSTRUCTION	1602 DRAKESTONE	10/24/2024		$23,965.23
159217	FENCE-RES	AM FENCE	1500 HUNTINGTON	10/24/2024		$9,000
159219	POOL	CLASSIC POOLS INC	6904 AVONDALE	10/28/2024		$200,000
159222	ROOF-RES	ROOFING 101 INC	1604 NORWOOD	10/28/2024		$43,000
159225	FENCE-RES	JOHN GIBBONS	6610 TRENTON	10/29/2024		$10,000
159226	ROOF-RES	ELITE EXTERIORS INC	1727 HUNTINGTON	10/29/2024		$57,159
159228	FENCE-RES	APEX FENCE & CONSTRUCTION	6829 GRAND	10/29/2024		$55,000
159229	FENCE-RES	TILLER FENCE & DECK LP	1124 HEMSTEAD	10/30/2024		$15,000
159236	FENCE-RES	BIG FISH FENCE SERVICES INC	1815 COVENTRY	10/31/2024		$5,400

Public Works
Water Production Report
Octoberber 2024

Water Produced	64,944,374
Water Sold	62,581,762
Water used in the City Parks	2,002,505
Water flushed for Bond Projects	19,800
Fire Department usage - est.	153,000
City Facilities	56,893
Water unaccounted for	130,414
% water loss for the month	0.2%
Avg. water loss/ for the last 12 months	1.3%

Risk Manager Report October 2024

There were no work-related injuries this month.

There were two (2) follow-up drug screens on public works employees this month. Two (2) random drug screens on public works employees and two (2) random drug screens on fire department employees.

There was no public works safety meeting this month because of the city golf tournament. The golf tournament, benefiting the United Way of Central Oklahoma raised $21,896 in total donations with 100% employee participation. This tournament gets bigger and better every year thanks to all the help and support of numerous sponsors and employees.

Park inspections were completed on Woods, Kite and Davis Park. The slide at Kite Park is still out of order. The new slide and new border have been ordered but will take 6-8 weeks for delivery, so we are expecting it to be repaired by the end of the year.

The insurance claim that was filed because of a lightning strike back in June that damaged water well #7 was estimated at $14,450.00 has been closed. Insurance agreed to pay $13,626.60 less the $1000 deductible resulting in a payment of $12,626.60 for the repairs.

We had another claim on front glass breakage on a public works vehicle from a rock striking the windshield. The city's insurance company pays 100% of damages so there are not out of pocket expenses in these cases up to $1000 so the vehicle is getting a new windshield.

The hailstorm that occurred September 24, 2024, damaged several areas of city hall's roof as well as two (2) city vehicle, one police car and one public works administration vehicle. Damages for the vehicles averaged over $8000 each according to the insurance appraiser. Both vehicles should be repaired by November. A new roof at city hall is scheduled to be installed in the next few months.

The City's Pollution liability policy renewed on October 1, 2024. Current coverages are $1,000,000 for every pollution incident and $2,000,000 for annual aggregate.

I attended the PRIMA Institute 2024 in Scottsdale, Arizona this month. Some of the breakout sessions I attended were "Building a Culture of Risk Management" which was learning how to build effective working relationships with other departments, establish effective and self-sustaining Risk Management resulting from a strong risk and safety culture and empowering each employee to be the risk manager. Another breakout session was "Communicating for Greater Influence" which dealt with identifying and eliminating the three main causes of employee disengagement and learning how to tap into each person's core values, primary motivators, and personal aspirations to maximize productivity and results.

I attended the 1st annual Homeland Security Conference in Oklahoma City along with Fire Chief Boydston and Deputy Chief Mays. Some items discussed were Oklahoma Counter Terrorism Intelligence Center Overview and State Qualification System for ICS Positions.

I participated in the ALS CEO soak along with Shane Pate. ALS, or amyotrophic lateral sclerosis, is a progressive neurodegenerative disease that affects nerve cells in the brain and spinal cord. There is no cure for ALS yet. Together we raised approximately $1775 for the Oklahoma ALS association.

STATUS: All CONFIDENTIALS PRINTED: NO
RANGE OF START DATES: 10/01/2024 THRU 10/31/2024 TRANSFERS INCLUDED: NO
LAST BILL DATE: 0/00/0000 THRU 99/99/9999 PRINT MAILING ADDR: NO

ACCOUNT NUMBER	NAME	CLASS	SERVICE ADDRESS	STATUS	DATE OF SERVICE	XFER?
01-00733-02	I - BAKER, ALEXANDRA	RES	1236 GLENBROOK	ACTIVE	10/25/2024	
01-00695-03	I - BUSEY, BRIAN	RES	1512 GUILFORD	ACTIVE	10/17/2024	
01-00029-17	E - DB REAL ESTATE INVESTMENTS LLC	RES	1108 FENWICK	ACTIVE	10/31/2024	
02-00662-08	E - JCM ENTERPRISES LLC	RES	1723 DORCHESTER PL	ACTIVE	10/01/2024	
02-00315-01	I - JESTER, BRYAN & MELANIE	RES	1727 HUNTINGTON	ACTIVE	10/04/2024	
02-00381-11	I - KIRK, MICHAEL	RES	1711 HUNTINGTON	ACTIVE	10/17/2024	
01-00498-01	I - MORRISON, RYAN	RES	6917 AVONDALE CT	ACTIVE	10/07/2024	
01-00150-05	E - S BENDISCH PROPERTIES TRUST	RES	1118 MARLBORO	ACTIVE	10/14/2024	
01-00963-02	I - SILL, MATTHEW	RES	7305 LANCET	ACTIVE	10/01/2024	
02-00016-08	I - YATES, WILSON	RES	1734 NW 63RD	ACTIVE	10/11/2024	

** TOTAL PRINTED 10 **

STATUS: All CONFIDENTIALS PRINTED: NO
RANGE OF START DATES: 10/01/2024 THRU 10/31/2024 TRANSFERS INCLUDED: NO
LAST BILL DATE: 0/00/0000 THRU 99/99/9999 PRINT MAILING ADDR: NO

TOTALS BY CUSTOMER CLASS

CLASS	DESCRIPTION	TOTAL
RES	RESIDENTIAL	10
	CLASS TOTAL:	10

TOTALS BY RATE TABLE

SERVICE	RATE	DESCRIPTION	TOTAL

SELECTION CRITERIA

REPORT SELECTIONS:

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

INFORMATION INCLUDED:

MAILING ADDRES: NO
COMMENT CODES: None

CUSTOMER DATES:

START DATE: 10/01/2024 THRU 10/31/2024
LAST BILL DATE: 0/00/0000 THRU 99/99/9999

** END OF REPORT **

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

MATURITY DATE	DEPOSITORY BANK	COST BASIS	MATURITY VALUE	YIELD TO MATURITY	DAYS INVESTED
Operations					
Operating Acct	BancFirst	466,078.11	466,078.11		
SWEEP Acct	BancFirst	12,531,828.55	12,531,828.55		
		12,997,906.66	12,997,906.66		
NICHOLS HILLS GENERAL FUND					
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
09/11/25	FNB of OK	900,000.00	939,870.00	4.43%	364
		3,200,000.00	3,341,995.56		
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
		3,650,000.00	3,817,618.48		
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
		1,750,000.00	1,805,576.01		
NICHOLS HILLS MUNICIPAL AUTHORITY - CIP					
11/14/24	Midfirst	625,000.00	638,798.95	5.35%	150
		625,000.00	638,798.95		
GENERAL OBLIGATION BOND OF 2021					
01/16/25	Midfirst	400,000.00	406,710.79	4.86%	126
		400,000.00	406,710.79		
GENERAL OBLIGATION BOND OF 2022					
01/16/25	TREASURY BILL	787,351.39	800,000.00	4.55%	126
		787,351.39	800,000.00		
GENERAL OBLIGATION BOND OF 2023					
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
		2,325,000.00	2,443,901.51		
GENERAL OBLIGATION BOND OF 2024					
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
09/04/25	TREASURY BILL	1,399,414.99	1,456,000.00	4.10%	357
		5,199,063.38	5,451,110.00		

SOURCE	COST	MATURITY	% of Total	Margin
BANCFIRST	12,997,906.66	12,997,906.66	42.02%	147.3%
MIDFIRST BANK	5,175,000.00	5,360,223.52	16.73%	110.8%
FIRST NATIONAL BANK OF OK	4,475,000.00	4,691,161.34	14.47%	116.7%
TREASURY BILL	3,286,414.77	3,400,000.00	10.62%	
FIRST FIDELITY BANK	3,100,000.00	3,262,170.82	10.02%	164.981%
VALLIANCE BANK	1,900,000.00	1,992,155.62	6.14%	123.2%
TOTAL INVESTED	$ 30,934,321.43	$ 31,703,617.96	100.00%	

BALANCE SHEET
AS OF: OCTOBER 31ST, 2024

01 -General Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
01-00-10050	Cash in Bank - Flex Account	7,606.00		
01-00-10099	Claim on Cash	1,471,231.53		
01-00-10100	Cash - Municipal Court	2,493.37		
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	4,721.71		
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		
01-00-12200	Due from other funds	100,000.00		
01-00-13799	Due To/From Flex Spending	17,017.77		
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	694,888.00		
			6,671,671.35	
	TOTAL ASSETS			6,671,671.35
LIABILITIES				
01-00-30050	Deposit - held for others	149,002.00		
01-00-30090	Due to Collection agency	379.00		
01-00-30099	A/P Due to Pooled Cash	375,175.61		
01-00-30700	Deferred Interest Income	23,155.16		
01-00-32050	Cleet Payable	2,114.57		
01-00-33300	Deferred Fine Revenue	147,205.00		
01-00-34325	DEPOSIT-FIRE HYDRANT METERS	(1,530.25)		
01-00-36000	Unapplied Credit Liab- A/R	90.78		
01-00-36500	Deferred inflow - leases	694,888.00		
01-00-37176	Retainage Payable	8,855.00		
	TOTAL LIABILITIES		1,399,334.87	
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	4,497,576.66		
	TOTAL BEGINNING EQUITY	5,027,576.41		
	TOTAL REVENUE	4,690,837.29		
	TOTAL EXPENDITURES	4,446,077.22		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	244,760.07		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		5,272,336.48	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			6,671,671.35

BALANCE SHEET

AS OF: OCTOBER 31ST, 2024

02 -Street & Alley

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
02-00-10099	Claim on Cash	304,268.04		
02-00-14900	Due from other Governments	1,608.00		
			305,876.04	
	TOTAL ASSETS			305,876.04
LIABILITIES				
EQUITY				
02-00-51090	Restricted Fund Bal-Streets	283,723.06		
02-00-57090	Assigned Fund Balance-Streets	7,166.00		
	TOTAL BEGINNING EQUITY	290,889.06		
	TOTAL REVENUE	14,986.98		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	14,986.98		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		305,876.04	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			305,876.04

BALANCE SHEET
AS OF: OCTOBER 31ST, 2024

03 -Designated Fds-Fire & Gen

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
03-00-10099	Claim on Cash	1,325.11		
			1,325.11	
	TOTAL ASSETS			1,325.11
LIABILITIES				
EQUITY				
03-00-51050	Restricted Fund Bal-Donations	1,303.95		
	TOTAL BEGINNING EQUITY	1,303.95		
	TOTAL REVENUE	21.16		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	21.16		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		1,325.11	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			1,325.11

BALANCE SHEET

AS OF: OCTOBER 31ST, 2024

04 -Designated Funds-Police

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
======				
04-00-10099	Claim on Cash	38,673.85		
			38,673.85	
	TOTAL ASSETS			38,673.85
				==============
LIABILITIES				
===========				
EQUITY				
======				
04-00-51050	Restricted Fund Bal-Donations	42,265.71		
	TOTAL BEGINNING EQUITY	42,265.71		
	TOTAL REVENUE	1,930.53		
	TOTAL EXPENDITURES	5,522.39		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	(3,591.86)		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		38,673.85	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			38,673.85
				==============

BALANCE SHEET

AS OF: OCTOBER 31ST, 2024

05 -Designated Funds-PW

ACCOUNT # ACCOUNT DESCRIPTION	BALANCE		
ASSETS			
======			
05-00-10099 Claim on Cash	22,623.14		
		22,623.14	
TOTAL ASSETS			22,623.14
			==============
LIABILITIES			
===========			
EQUITY			
======			
05-00-51050 Restricted Fund Bal-Donations	22,261.70		
TOTAL BEGINNING EQUITY	22,261.70		
TOTAL REVENUE	361.44		
TOTAL REVENUE OVER/(UNDER) EXPENSES	361.44		
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		22,623.14	
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			22,623.14
			==============

BALANCE SHEET
AS OF: OCTOBER 31ST, 2024

06 -Municipal Authority

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
06-00-10099	Claim on Cash	1,818,167.82		
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	762,131.90		
06-00-13900	Unbilled Receivable	162,705.00		
06-00-14800	Allowance for Doubtful Account	(26,586.93)		
06-00-14850	Bad Debt Receivable	29,463.05		
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	1,817,431.06		
			23,630,425.62	
	TOTAL ASSETS			23,630,425.62
LIABILITIES				
06-00-30090	Payable - Collection AgencyFee	5,735.02		
06-00-30099	A/P Due to Pooled Cash	177,978.30		
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	16,764.55		
06-00-34325	Deposit - Fire Hydrant Meter	8,400.00		
06-00-34500	Due to Tyler Tech (Cr Cd Fees)	738.50		
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	98,791.00		
	TOTAL LIABILITIES		573,351.20	
EQUITY				
06-00-50400	Net Investment-Capital Assets	18,419,867.00		
06-00-52090	Unrestricted Fund Balance	3,716,140.21		
	TOTAL BEGINNING EQUITY	22,136,007.21		
	TOTAL REVENUE	2,784,698.81		
	TOTAL EXPENDITURES	1,863,631.60		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	921,067.21		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		23,057,074.42	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			23,630,425.62

BALANCE SHEET

AS OF: OCTOBER 31ST, 2024

07 -General Fund - CIP

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
======				
07-00-10099	Claim on Cash	809,050.65		
07-00-11000	T-Bills and CD's	3,650,000.00		
07-00-11100	Interest Receivable	44,094.89		
			4,503,145.54	
	TOTAL ASSETS			4,503,145.54
				==============
LIABILITIES				
===========				
07-00-30099	A/P Due to Pooled Cash	627,375.01		
07-00-30700	Deferred Interest Income	44,094.89		
	TOTAL LIABILITIES		671,469.90	
EQUITY				
======				
07-00-57100	Assigned Fund Bal-Capital Imps	4,897,868.85		
	TOTAL BEGINNING EQUITY	4,897,868.85		
	TOTAL REVENUE	164,445.97		
	TOTAL EXPENDITURES	1,230,639.18		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	(1,066,193.21)		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		3,831,675.64	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			4,503,145.54
				==============

BALANCE SHEET

AS OF: OCTOBER 31ST, 2024

08 -Sinking Fund

ACCOUNT # ACCOUNT DESCRIPTION	BALANCE		
ASSETS			
08-00-10000 Cash - Sinking Fund	447,746.42		
08-00-14900 Due from other Governments	83,132.00		
		530,878.42	
TOTAL ASSETS			530,878.42
LIABILITIES			
08-00-30701 Deferred Income	58,171.00		
TOTAL LIABILITIES		58,171.00	
EQUITY			
08-00-51030 Restricted Fund Bal-Debt Srv	391,538.09		
TOTAL BEGINNING EQUITY	391,538.09		
TOTAL REVENUE	81,711.20		
TOTAL EXPENDITURES	541.87		
TOTAL REVENUE OVER/(UNDER) EXPENSES	81,169.33		
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		472,707.42	
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			530,878.42

BALANCE SHEET

AS OF: OCTOBER 31ST, 2024

09 -Meter Deposits

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
======				
09-00-10099	Claim on Cash	30,210.00		
			30,210.00	
	TOTAL ASSETS			30,210.00
				==============
LIABILITIES				
===========				
09-00-36100	Reserve for Meter Deposits	30,210.00		
	TOTAL LIABILITIES		30,210.00	
EQUITY				
======				
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			30,210.00
				==============

BALANCE SHEET
AS OF: OCTOBER 31ST, 2024

10 -911 Fund

ACCOUNT # ACCOUNT DESCRIPTION	BALANCE		
ASSETS			
10-00-10099 Claim on Cash	100,591.90		
10-00-11600 Other Receivables	729.00		
		101,320.90	
TOTAL ASSETS			101,320.90
LIABILITIES			
EQUITY			
10-00-51070 Restricted Fd Bal-Public Safet	92,332.86		
TOTAL BEGINNING EQUITY	92,332.86		
TOTAL REVENUE	8,988.04		
TOTAL REVENUE OVER/(UNDER) EXPENSES	8,988.04		
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		101,320.90	
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			101,320.90

BALANCE SHEET

AS OF: OCTOBER 31ST, 2024

11 -Impound Fee Police Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
11-00-10099	Claim on Cash	47,651.84		
			47,651.84	
	TOTAL ASSETS			47,651.84
LIABILITIES				
EQUITY				
11-00-51075	Restricted Fd Bal - Police Imp	43,613.59		
	TOTAL BEGINNING EQUITY	43,613.59		
	TOTAL REVENUE	4,038.25		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	4,038.25		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		47,651.84	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			47,651.84

BALANCE SHEET
AS OF: OCTOBER 31ST, 2024

13 -Municipal Authority - CIP

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
13-00-10099	Claim on Cash	785,219.43		
13-00-11000	T-Bills and CD's	625,000.00		
13-00-11100	Interest Receivable	10,150.99		
			1,420,370.42	
	TOTAL ASSETS			1,420,370.42
LIABILITIES				
13-00-37176	Retainage Payable	76,149.00		
	TOTAL LIABILITIES		76,149.00	
EQUITY				
13-00-57100	Fund Bal-Capital Improvements	1,306,226.75		
	TOTAL BEGINNING EQUITY	1,306,226.75		
	TOTAL REVENUE	37,994.67		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	37,994.67		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		1,344,221.42	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			1,420,370.42

BALANCE SHEET

AS OF: OCTOBER 31ST, 2024

14 -Water Impact Fees Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
14-00-10099	Claim on Cash	168,954.66		
			168,954.66	
	TOTAL ASSETS			168,954.66
LIABILITIES				
EQUITY				
14-00-50300	Restricted Fund Balance	162,724.62		
	TOTAL BEGINNING EQUITY	162,724.62		
	TOTAL REVENUE	6,230.04		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	6,230.04		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		168,954.66	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			168,954.66

BALANCE SHEET
AS OF: OCTOBER 31ST, 2024

15 -Sewer Impact Fee Fund

ACCOUNT # ACCOUNT DESCRIPTION	BALANCE		
ASSETS			
======			
15-00-10099 Claim on Cash	120,854.95		
		120,854.95	
TOTAL ASSETS			120,854.95
			==============
LIABILITIES			
===========			
EQUITY			
======			
15-00-50300 Restricted Fund Balance	116,161.08		
TOTAL BEGINNING EQUITY	116,161.08		
TOTAL REVENUE	4,693.87		
TOTAL REVENUE OVER/(UNDER) EXPENSES	4,693.87		
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		120,854.95	
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			120,854.95
			==============

BALANCE SHEET

AS OF: OCTOBER 31ST, 2024

17 -Drainage Fee Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
17-00-10099	Claim on Cash	318,571.77		
17-00-12000	Utility Receivables	5,372.92		
17-00-13900	Unbilled Receivable	1,627.00		
17-00-14850	Bad Debt Receivable	99.91		
			325,671.60	
	TOTAL ASSETS			325,671.60
LIABILITIES				
EQUITY				
17-00-50300	Restricted Fund Balance	298,931.18		
	TOTAL BEGINNING EQUITY	298,931.18		
	TOTAL REVENUE	26,740.42		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	26,740.42		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		325,671.60	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			325,671.60

BALANCE SHEET
AS OF: OCTOBER 31ST, 2024

18 -Health Insurance Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
18-00-10050	Cash - Health Insurance	17,391.84		
			17,391.84	
	TOTAL ASSETS			17,391.84
LIABILITIES				
18-00-30090	Claims Payable	61,359.00		
18-00-33500	Due to other funds	100,000.00		
	TOTAL LIABILITIES		161,359.00	
EQUITY				
18-00-57090	Assigned Fund Balance	90,922.74		
	TOTAL BEGINNING EQUITY	90,922.74		
	TOTAL REVENUE	382,952.32		
	TOTAL EXPENDITURES	617,842.22		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	(234,889.90)		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		(143,967.16)	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			17,391.84

BALANCE SHEET

AS OF: OCTOBER 31ST, 2024

20 -Designated Funds-Parks

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
======				
20-00-10099	Claim on Cash	631,319.82		
			631,319.82	
	TOTAL ASSETS			631,319.82
				==============
LIABILITIES				
===========				
20-00-30099	A/P Due to Pooled Cash	25,500.00		
	TOTAL LIABILITIES		25,500.00	
EQUITY				
======				
20-00-51050	Restricted Fund Bal - Donation	635,113.23		
	TOTAL BEGINNING EQUITY	635,113.23		
	TOTAL REVENUE	26,056.59		
	TOTAL EXPENDITURES	55,350.00		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	(29,293.41)		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		605,819.82	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			631,319.82
				==============

BALANCE SHEET
AS OF: OCTOBER 31ST, 2024

80 -General Obligation Bonds

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
80-00-10892	Cash - 2021 GO Bond Series	466,888.32		
80-00-10893	Cash - 2022 GO Bond Series	978,763.38		
80-00-10894	Cash - 2023 GO Bd Series	2,494,862.17		
80-00-10895	Cash - 2024 GO Bd Series	1,816,788.56		
80-00-11092	T-bills and CD's - Series 2021	400,000.00		
80-00-11093	T-bills and CD's - Series 2022	787,351.39		
80-00-11094	T-bills and CD's - 2023	2,325,000.00		
80-00-11095	T-bills and CD's - 2024	5,199,063.38		
80-00-11192	Interest Rec - 2022 GO Bd Seri	242,347.00		
			14,711,064.20	
	TOTAL ASSETS			14,711,064.20
LIABILITIES				
80-00-30099	A/P Due to Pooled Cash	906,189.98		
80-00-30792	Deferred Int Income - 2022	242,347.00		
80-00-37176	Retainage Payable	31,733.00		
	TOTAL LIABILITIES		1,180,269.98	
EQUITY				
80-00-50100	FUND BALANCE	16,923,665.26		
	TOTAL BEGINNING EQUITY	16,923,665.26		
	TOTAL REVENUE	270,868.40		
	TOTAL EXPENDITURES	3,663,739.44		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	(3,392,871.04)		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		13,530,794.22	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			14,711,064.20

BALANCE SHEET
AS OF: OCTOBER 31ST, 2024

99 -Pooled Cash

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
99-00-10090	Pooled Cash - Meter Deposits	893,030.03		
99-00-10099	Pooled Cash	5,775,684.48		
99-00-12001	Due from General Fund	375,175.61		
99-00-12006	Due from Municipal Authority	177,978.30		
99-00-12007	Due from GF - CIP	627,375.01		
99-00-12020	Due from Designated Fund-Parks	25,500.00		
99-00-12080	Due from GO Bonds	906,189.98		
			8,780,933.41	
	TOTAL ASSETS			8,780,933.41
LIABILITIES				
99-00-30099	Accounts Payable	2,112,218.90		
99-00-37099	Due to other Funds	6,668,714.51		
	TOTAL LIABILITIES		8,780,933.41	
EQUITY				
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			8,780,933.41

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2024

01 -General Fund
FINANCIAL SUMMARY % OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
REVENUE SUMMARY						
Revenues	12,882,614	1,066,896.92	4,690,837.29	0.00	8,191,776.79	63.59
TOTAL REVENUES	12,882,614	1,066,896.92	4,690,837.29	0.00	8,191,776.79	63.59
EXPENDITURE SUMMARY						
City Council	785	66.39	261.96	0.00	523.04	66.63
Administration	1,016,792	74,651.24	422,028.15	0.00	594,763.72	58.49
City Treasurer	1,307	110.65	436.60	0.00	870.40	66.60
City Attorney	180,000	20,549.20	99,452.69	0.00	80,547.31	44.75
Municipal Court	139,645	9,646.95	55,346.79	0.00	84,297.88	60.37
Police Department	3,546,790	272,280.77	1,176,694.98	2,709.60	2,367,385.77	66.75
Fire Department	2,635,152	223,067.33	978,136.51	0.00	1,657,015.94	62.88
City Engineer	90,000	10,790.00	77,114.62	0.00	12,885.38	14.32
Street Department	594,004	51,189.41	219,744.97	0.00	374,259.22	63.01
Sanitation	1,186,676	107,366.45	408,100.05	0.00	778,575.62	65.61
Parks Department	552,560	22,009.68	93,738.43	0.00	458,821.57	83.04
Public Works Admin	337,605	25,092.74	102,360.74	463.96	234,780.01	69.54
General Government	1,239,296	56,004.66	292,407.84	34,893.36	911,994.80	73.59
Code Department	586,744	46,190.58	205,007.77	2,137.00	379,599.08	64.70
Risk Manager	230,045	18,300.21	75,430.59	5,871.75	148,742.60	64.66
Information Systems Mgr	545,214	32,682.11	239,814.53	87.22	305,312.62	56.00
TOTAL EXPENDITURES	12,882,615	969,998.37	4,446,077.22	46,162.89	8,390,374.96	65.13
REVENUE OVER/(UNDER) EXPENDITURES	(1)	96,898.55	244,760.07	(46,162.89)	(198,598.17)	421.21

01 -General Fund

% OF YEAR COMPLETED: 33.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Revenues						
General Sales Tax						
01-00-70250 Sales Tax	5,535,891	533,826.10	2,475,353.85	0.00	3,060,537.15	55.29
01-00-70350 Use Tax Revenue	1,103,508	98,458.49	370,868.74	0.00	732,639.26	66.39
01-00-70450 Tobacco Tax Revenue	33,730	4,492.59	14,617.95	0.00	19,112.05	56.66
TOTAL General Sales Tax	6,673,129	636,777.18	2,860,840.54	0.00	3,812,288.46	57.13
Miscellaneous Taxes						
01-00-71550 Franchise Tax	375,188	26,473.98	133,031.49	0.00	242,156.51	64.54
TOTAL Miscellaneous Taxes	375,188	26,473.98	133,031.49	0.00	242,156.51	64.54
Licenses and Permits						
01-00-72050 Building Permits	140,423	7,393.56	42,097.12	0.00	98,325.88	70.02
01-00-72075 Plumbing Permits	37,015	4,211.25	13,638.25	0.00	23,376.75	63.15
01-00-72100 Electrical Permits	20,648	1,785.00	7,955.00	0.00	12,693.00	61.47
01-00-72125 Roof Permits	3,464	1,360.00	3,740.00	0.00	(276.00)	7.97-
01-00-72150 Drive/Drain Permits - Tree	11,007	1,090.00	4,785.00	0.00	6,222.00	56.53
01-00-72175 Food Vendor Permits	190	0.00	185.00	0.00	5.00	2.63
01-00-72200 Garage Sale Permits	507	60.00	140.00	0.00	367.00	72.39
01-00-72300 Plumbing Licenses	28,532	1,950.00	12,500.00	0.00	16,032.00	56.19
01-00-72325 Electric Licenses	12,762	1,325.00	5,825.00	0.00	6,937.00	54.36
01-00-72350 General Contractor Registra	21,280	2,325.00	8,925.00	0.00	12,355.00	58.06
01-00-72355 SUB-CONTRACTOR REGISTRATION	1,496	150.00	450.00	0.00	1,046.00	69.92
01-00-72399 Inspections	27,936	4,310.00	14,420.00	0.00	13,516.00	48.38
01-00-72400 Alcohol Licenses	10,849	0.00	6,905.00	0.00	3,944.00	36.35
01-00-72800 Dog/Cat Licenses	348	50.00	145.00	0.00	203.00	58.33
TOTAL Licenses and Permits	316,457	26,009.81	121,710.37	0.00	194,746.63	61.54
Intergovernmental						
01-00-73250 Alcohol Tax	9,503	914.76	3,622.15	0.00	5,880.85	61.88
01-00-73500 P.D. Vest Grant	0	0.00	812.26	0.00	(812.26)	0.00
TOTAL Intergovernmental	9,503	914.76	4,434.41	0.00	5,068.59	53.34
Charges for Services						
01-00-74200 Garbage	943,480	83,311.16	333,006.16	0.00	610,473.84	64.70
01-00-74500 Garbage - Commercial	133,930	7,076.57	42,720.60	0.00	91,209.40	68.10
01-00-74700 Solid Waste Fee	5,005	439.95	1,758.77	0.00	3,246.23	64.86
01-00-74850 Ambulance Fees	58,248	5,120.28	20,468.87	0.00	37,779.13	64.86
01-00-74950 Life and Safety	1,293	0.00	0.00	0.00	1,293.00	100.00
TOTAL Charges for Services	1,141,956	95,947.96	397,954.40	0.00	744,001.60	65.15
Fines & Forfeits						
01-00-76300 Police Fines	108,495	10,755.43	49,480.75	0.00	59,014.25	54.39
TOTAL Fines & Forfeits	108,495	10,755.43	49,480.75	0.00	59,014.25	54.39

01 -General Fund

% OF YEAR COMPLETED: 33.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Investment Earnings						
01-00-78500 Interest Income	158,880	5,462.16	57,753.73	0.00	101,126.27	63.65
TOTAL Investment Earnings	158,880	5,462.16	57,753.73	0.00	101,126.27	63.65
Miscellaneous Revenue						
01-00-79500 Leases	246,892	0.00	99,475.88	0.00	147,416.12	59.71
01-00-79550 Misc. Income	69,772	41,915.53	75,440.45	0.00	(5,668.45)	8.12-
01-00-79575 Royalty Revenue	0	0.28	155.95	0.00	(155.95)	0.00
TOTAL Miscellaneous Revenue	316,664	41,915.81	175,072.28	0.00	141,591.72	44.71
Fund Balance Carryover						
01-00-79800 Carryover	1,110,664	0.00	0.00	0.00	1,110,664.08	100.00
TOTAL Fund Balance Carryover	1,110,664	0.00	0.00	0.00	1,110,664.08	100.00
Transfers						
01-00-79900 Leasehold Transfer	2,671,678	222,639.83	890,559.32	0.00	1,781,118.68	66.67
TOTAL Transfers	2,671,678	222,639.83	890,559.32	0.00	1,781,118.68	66.67
TOTAL Revenues	12,882,614	1,066,896.92	4,690,837.29	0.00	8,191,776.79	63.59
TOTAL REVENUE	12,882,614	1,066,896.92	4,690,837.29	0.00	8,191,776.79	63.59

01 -General Fund

% OF YEAR COMPLETED: 33.33

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
City Council						
Personnel Services						
01-01-80100 Salary	720	60.00	240.00	0.00	480.00	66.67
01-01-80300 FICA/Medicare	55	4.59	18.36	0.00	36.64	66.62
01-01-80700 Unemployment	10	1.80	3.60	0.00	6.40	64.00
TOTAL Personnel Services	785	66.39	261.96	0.00	523.04	66.63
TOTAL City Council	785	66.39	261.96	0.00	523.04	66.63
Administration						
Personnel Services						
01-02-80100 Salary	749,019	55,552.20	315,585.99	0.00	433,433.21	57.87
01-02-80300 FICA/Medicare	59,344	3,372.74	20,442.46	0.00	38,901.87	65.55
01-02-80400 Dental Insurance	3,416	155.04	620.16	0.00	2,795.84	81.85
01-02-80500 Health Insurance	61,052	4,381.49	17,525.96	0.00	43,526.04	71.29
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 OMRF Pension	61,939	4,652.85	26,081.90	0.00	35,857.44	57.89
01-02-81400 Car Allowance	28,000	2,608.34	10,433.36	0.00	17,566.64	62.74
TOTAL Personnel Services	972,837	70,722.66	392,949.74	0.00	579,887.13	59.61
Material and Supplies						
01-02-83000 Material & Supplies	1,000	95.31	118.75	0.00	881.25	88.13
TOTAL Material and Supplies	1,000	95.31	118.75	0.00	881.25	88.13
Other Services						
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	2,319.62	6,547.04	0.00	452.96	6.47
01-02-84400 Software Agreements	25,955	846.42	20,895.37	0.00	5,059.63	19.49
01-02-84700 Telephone	9,000	667.23	1,517.25	0.00	7,482.75	83.14
TOTAL Other Services	42,955	3,833.27	28,959.66	0.00	13,995.34	32.58
Capital Projects						
Transfers Out						
TOTAL Administration	1,016,792	74,651.24	422,028.15	0.00	594,763.72	58.49

01 -General Fund

% OF YEAR COMPLETED: 33.33

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
City Treasurer						
Personnel Services						
01-03-80100 Salary	1,200	100.00	400.00	0.00	800.00	66.67
01-03-80300 FICA/Medicare	92	7.65	30.60	0.00	61.40	66.74
01-03-80700 Unemployment	15	3.00	6.00	0.00	9.00	60.00
TOTAL Personnel Services	1,307	110.65	436.60	0.00	870.40	66.60
TOTAL City Treasurer	1,307	110.65	436.60	0.00	870.40	66.60
City Attorney						
Other Services						
01-04-87100 Legal Services	180,000	20,549.20	99,452.69	0.00	80,547.31	44.75
TOTAL Other Services	180,000	20,549.20	99,452.69	0.00	80,547.31	44.75
TOTAL City Attorney	180,000	20,549.20	99,452.69	0.00	80,547.31	44.75
Municipal Court						
Personnel Services						
01-05-80100 Salary	98,431	7,609.02	34,345.01	0.00	64,085.92	65.11
01-05-80200 Overtime	500	0.00	0.00	0.00	500.00	100.00
01-05-80300 FICA/Medicare	7,903	582.09	2,627.39	0.00	5,275.64	66.75
01-05-80400 Dental Insurance	621	51.68	206.72	0.00	414.28	66.71
01-05-80500 Health Insurance	8,252	687.83	2,751.32	0.00	5,500.68	66.66
01-05-80600 Worker's Comp	2,266	0.00	564.38	0.00	1,701.62	75.09
01-05-80700 Unemployment	200	37.50	161.61	0.00	38.39	19.20
01-05-80800 OMRF Pension	6,647	508.72	2,347.59	0.00	4,299.12	64.68
TOTAL Personnel Services	124,820	9,476.84	43,004.02	0.00	81,815.65	65.55
Material and Supplies						
01-05-83000 Material & Supplies	500	78.85	78.85	0.00	421.15	84.23
TOTAL Material and Supplies	500	78.85	78.85	0.00	421.15	84.23
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	11,899.57	0.00	175.43	1.45
01-05-84700 Telephone	1,300	91.26	364.35	0.00	935.65	71.97
TOTAL Other Services	14,325	91.26	12,263.92	0.00	2,061.08	14.39

01 -General Fund

% OF YEAR COMPLETED: 33.33

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Transfers Out						
TOTAL Municipal Court	139,645	9,646.95	55,346.79	0.00	84,297.88	60.37
Police Department						
Personnel Services						
01-06-80100 Salary	2,338,643	171,669.91	771,886.17	0.00	1,566,756.71	66.99
01-06-80200 Overtime	20,000	869.64	5,229.03	0.00	14,770.97	73.85
01-06-80300 FICA/Medicare	202,499	13,242.66	60,403.15	0.00	142,095.65	70.17
01-06-80400 Dental Insurance	14,000	1,188.64	4,780.38	0.00	9,219.62	65.85
01-06-80500 Health Insurance	336,254	24,872.01	99,488.04	0.00	236,765.96	70.41
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	311.39	1,828.44	0.00	2,771.56	60.25
01-06-80800 OMRF Pension	35,656	2,773.38	12,891.84	0.00	22,764.25	63.84
01-06-81050 Police Pension	254,223	17,492.94	79,128.85	0.00	175,093.73	68.87
01-06-81100 Uniform Allowance	37,000	0.00	13,623.23	0.00	23,376.77	63.18
01-06-81200 Medical Exams	2,500	0.00	181.00	0.00	2,319.00	92.76
TOTAL Personnel Services	3,299,769	232,420.57	1,063,000.17	0.00	2,236,769.18	67.79
Material and Supplies						
01-06-83000 Material & Supplies	8,000	2,258.45	3,382.00	0.00	4,618.00	57.73
TOTAL Material and Supplies	8,000	2,258.45	3,382.00	0.00	4,618.00	57.73
Other Services						
01-06-84000 Equipment Maintenance	60,000	22,170.74	53,801.06	0.00	6,198.94	10.33
01-06-84100 Vehicle Maintenance	30,000	0.00	5,818.38	0.00	24,181.62	80.61
01-06-84200 Building Maintenance	5,000	0.00	587.00	0.00	4,413.00	88.26
01-06-84300 Training & Membership	25,000	1,465.17	7,937.16	2,709.60	14,353.24	57.41
01-06-84600 Lease/Rental	0	1,000.41	1,000.41	0.00	(1,000.41)	0.00
01-06-84700 Telephone	23,000	2,698.34	7,865.63	0.00	15,134.37	65.80
01-06-84800 Utilities	2,000	59.31	239.81	0.00	1,760.19	88.01
01-06-84900 Fuel	25,000	4,392.39	9,913.14	0.00	15,086.86	60.35
01-06-84950 EV Charging	1,700	167.81	559.90	0.00	1,140.10	67.06
01-06-85000 Janitorial Services	15,150	1,300.00	5,200.00	0.00	9,950.00	65.68
TOTAL Other Services	186,850	33,254.17	92,922.49	2,709.60	91,217.91	48.82
Transfers Out						
01-06-99000 Transfer to CIP (Depreciati	52,171	4,347.58	17,390.32	0.00	34,780.68	66.67
TOTAL Transfers Out	52,171	4,347.58	17,390.32	0.00	34,780.68	66.67
TOTAL Police Department	3,546,790	272,280.77	1,176,694.98	2,709.60	2,367,385.77	66.75

01 -General Fund

% OF YEAR COMPLETED: 33.33

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Fire Department						
Personnel Services						
01-07-80100 Salary	1,684,284	134,626.84	612,818.43	0.00	1,071,465.43	63.62
01-07-80200 Overtime	73,137	13,309.28	35,321.16	0.00	37,815.84	51.71
01-07-80300 FICA/Medicare	24,838	2,145.10	9,572.08	0.00	15,265.57	61.46
01-07-80400 Dental Insurance	9,858	775.20	3,100.80	0.00	6,757.20	68.55
01-07-80500 Health Insurance	236,617	17,604.47	70,417.83	0.00	166,199.17	70.24
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	18,847.76	85,794.60	0.00	148,745.34	63.42
01-07-81100 Uniform Allowance	28,325	0.00	12,275.00	0.00	16,050.00	56.66
01-07-81200 Medical Exams	4,500	48.00	288.00	0.00	4,212.00	93.60
TOTAL Personnel Services	2,352,776	187,356.65	838,536.08	0.00	1,514,240.37	64.36
Material and Supplies						
01-07-83000 Material & Supplies	20,550	667.42	5,387.77	0.00	15,162.23	73.78
TOTAL Material and Supplies	20,550	667.42	5,387.77	0.00	15,162.23	73.78
Other Services						
01-07-84000 Equipment Maintenance	10,000	329.49	4,193.09	0.00	5,806.91	58.07
01-07-84100 Vehicle Maintenance	17,000	1,915.69	5,252.82	0.00	11,747.18	69.10
01-07-84200 Building Maintenance	12,800	523.00	19,625.67	0.00	(6,825.67)	53.33-
01-07-84300 Training & Membership	31,500	6,518.24	33,386.20	0.00	(1,886.20)	5.99-
01-07-84400 Membership	1,700	1,320.00	1,430.00	0.00	270.00	15.88
01-07-84500 Fire Department Publication	5,123	1,248.00	1,334.96	0.00	3,788.04	73.94
01-07-84600 Lease/Rental	1,500	1,000.41	1,000.41	0.00	499.59	33.31
01-07-84700 Telephone	9,200	755.42	2,244.64	0.00	6,955.36	75.60
01-07-84800 Utilities	3,500	114.25	458.68	0.00	3,041.32	86.89
01-07-84900 Fuel	9,500	1,871.22	3,391.98	0.00	6,108.02	64.29
01-07-85200 EMSA Subsidy	32,612	2,623.29	10,924.16	0.00	21,687.84	66.50
01-07-86850 Software Maintenance	15,500	7,500.00	13,673.05	0.00	1,826.95	11.79
TOTAL Other Services	149,935	25,719.01	96,915.66	0.00	53,019.34	35.36
Transfers Out						
01-07-99000 Transfer to CIP (Depreciati	111,891	9,324.25	37,297.00	0.00	74,594.00	66.67
TOTAL Transfers Out	111,891	9,324.25	37,297.00	0.00	74,594.00	66.67
TOTAL Fire Department	2,635,152	223,067.33	978,136.51	0.00	1,657,015.94	62.88
City Engineer						
Personnel Services						

01 -General Fund

% OF YEAR COMPLETED: 33.33

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Other Services						
01-08-86075 Engineering Fees	90,000	10,790.00	77,114.62	0.00	12,885.38	14.32
TOTAL Other Services	90,000	10,790.00	77,114.62	0.00	12,885.38	14.32
TOTAL City Engineer	90,000	10,790.00	77,114.62	0.00	12,885.38	14.32
Street Department						
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Personnel Services						
01-09-80100 Salary	276,481	21,092.26	96,548.36	0.00	179,932.54	65.08
01-09-80200 Overtime	5,366	228.00	1,141.14	0.00	4,224.86	78.73
01-09-80300 FICA/Medicare	24,978	1,648.22	7,570.84	0.00	17,406.74	69.69
01-09-80400 Dental Insurance	2,481	206.72	826.88	0.00	1,654.12	66.67
01-09-80500 Health Insurance	57,884	3,651.20	14,604.80	0.00	43,279.20	74.77
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	89.86	487.04	0.00	714.96	59.48
01-09-80800 OMRF Pension	22,995	1,723.60	7,917.08	0.00	15,077.63	65.57
01-09-80900 Stand By Pay	3,525	225.00	1,275.00	0.00	2,250.00	63.83
01-09-81100 Uniform Allowance	5,805	574.98	2,061.40	0.00	3,743.60	64.49
01-09-81200 Medical Exams	888	0.00	192.00	0.00	696.00	78.38
TOTAL Personnel Services	410,670	29,439.84	134,884.45	0.00	275,785.74	67.16
Material and Supplies						
01-09-83000 Material & Supplies	15,000	2,277.16	11,057.03	0.00	3,942.97	26.29
01-09-83300 Minor Tools	1,500	0.00	69.32	0.00	1,430.68	95.38
01-09-83500 Safety Supplies	2,000	143.95	325.30	0.00	1,674.70	83.74
01-09-83700 Misc. Supplies	250	0.00	0.00	0.00	250.00	100.00
TOTAL Material and Supplies	18,750	2,421.11	11,451.65	0.00	7,298.35	38.92
Other Services						
01-09-84000 Equipment Maintenance	4,000	1,154.11	12,463.56	0.00	(8,463.56)	211.59-
01-09-84100 Vehicle Maintenance	5,000	3,755.19	5,755.97	0.00	(755.97)	15.12-
01-09-84600 Lease/Rental	1,500	0.00	472.44	0.00	1,027.56	68.50
01-09-84700 Telephone	1,500	285.88	624.65	0.00	875.35	58.36
01-09-84800 Utilities	4,061	136.83	522.20	0.00	3,538.80	87.14
01-09-84900 Fuel	6,500	1,548.50	3,779.34	0.00	2,720.66	41.86
01-09-85500 Street Lighting	91,000	8,196.03	32,783.03	0.00	58,216.97	63.97
TOTAL Other Services	113,561	15,076.54	56,401.19	0.00	57,159.81	50.33
Transfers Out						
01-09-99000 Transfer to CIP (Depreciati	51,023	4,251.92	17,007.68	0.00	34,015.32	66.67
TOTAL Transfers Out	51,023	4,251.92	17,007.68	0.00	34,015.32	66.67
TOTAL Street Department	594,004	51,189.41	219,744.97	0.00	374,259.22	63.01

01 -General Fund

% OF YEAR COMPLETED: 33.33

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Sanitation						
Personnel Services						
01-10-80100 Salary	588,584	44,667.08	200,330.85	0.00	388,253.38	65.96
01-10-80300 FICA/Medicare	53,202	3,417.06	15,325.44	0.00	37,876.50	71.19
01-10-80400 Dental Insurance	6,200	516.80	2,067.20	0.00	4,132.80	66.66
01-10-80500 Health Insurance	99,541	7,778.13	31,112.67	0.00	68,428.33	68.74
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	333.37	1,442.56	0.00	1,561.44	51.98
01-10-80800 OMRF Pension	51,247	3,573.38	16,026.50	0.00	35,220.00	68.73
01-10-81100 Uniform Allowance	9,300	972.23	3,496.05	0.00	5,803.95	62.41
01-10-81200 Medical Exams	1,445	0.00	36.00	0.00	1,409.00	97.51
TOTAL Personnel Services	835,188	61,258.05	275,487.05	0.00	559,700.62	67.01
Material and Supplies						
01-10-83000 Material & Supplies	2,000	238.41	1,130.41	0.00	869.59	43.48
01-10-83500 Safety Supplies	2,000	0.00	181.35	0.00	1,818.65	90.93
01-10-83700 Misc. Supplies	500	0.00	109.00	0.00	391.00	78.20
TOTAL Material and Supplies	4,500	238.41	1,420.76	0.00	3,079.24	68.43
Other Services						
01-10-84000 Equipment Maintenance	1,500	0.00	850.00	0.00	650.00	43.33
01-10-84100 Vehicle Maintenance	21,000	763.64	10,301.13	0.00	10,698.87	50.95
01-10-84700 Telephone	1,740	289.89	580.74	0.00	1,159.26	66.62
01-10-84800 Utilities	3,500	136.83	522.22	0.00	2,977.78	85.08
01-10-84900 Fuel	15,939	2,497.13	7,461.39	0.00	8,477.61	53.19
01-10-85800 Landfill Disposal	85,000	23,614.58	38,147.00	0.00	46,853.00	55.12
01-10-85825 Commercial Garbage Disposal	130,000	11,208.84	43,893.44	0.00	86,106.56	66.24
TOTAL Other Services	258,679	38,510.91	101,755.92	0.00	156,923.08	60.66
Capital Projects						
Transfers Out						
01-10-99000 Transfer to CIP (Depreciati	88,309	7,359.08	29,436.32	0.00	58,872.68	66.67
TOTAL Transfers Out	88,309	7,359.08	29,436.32	0.00	58,872.68	66.67
TOTAL Sanitation	1,186,676	107,366.45	408,100.05	0.00	778,575.62	65.61
Parks Department						
Personnel Services						
Material and Supplies						

01 -General Fund

% OF YEAR COMPLETED: 33.33

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Other Services						
01-11-84800 Utilities	0	252.47	1,497.80	0.00	(1,497.80)	0.00
01-11-85700 Parks Maintenance	32,560	4,136.21	21,756.63	0.00	10,803.37	33.18
01-11-85900 Park Maintenance Contract	220,000	17,621.00	70,484.00	0.00	149,516.00	67.96
TOTAL Other Services	252,560	22,009.68	93,738.43	0.00	158,821.57	62.88
Transfers Out						
01-11-99000 Transfer to CIP (Depreciati	300,000	0.00	0.00	0.00	300,000.00	100.00
TOTAL Transfers Out	300,000	0.00	0.00	0.00	300,000.00	100.00
TOTAL Parks Department	552,560	22,009.68	93,738.43	0.00	458,821.57	83.04

Public Works Admin
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DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Personnel Services						
01-12-80100 Salary	204,600	13,337.78	58,777.67	0.00	145,822.37	71.27
01-12-80300 FICA/Medicare	18,485	1,025.32	4,516.41	0.00	13,968.86	75.57
01-12-80400 Dental Insurance	1,240	103.36	413.44	0.00	826.56	66.66
01-12-80500 Health Insurance	29,337	1,902.41	7,609.64	0.00	21,727.36	74.06
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	132.04	251.11	0.00	349.89	58.22
01-12-80800 OMRF Pension	16,367	1,067.02	4,702.20	0.00	11,665.20	71.27
01-12-81200 Medical Exams	500	0.00	90.00	0.00	410.00	82.00
TOTAL Personnel Services	275,664	17,567.93	77,490.43	0.00	198,173.28	71.89
Material and Supplies						
01-12-83000 Material & Supplies	1,500	17.58	152.80	0.00	1,347.20	89.81
01-12-83200 Office Supplies	3,000	596.70	1,448.38	304.38	1,247.24	41.57
01-12-83700 Misc. Supplies	500	0.00	0.00	64.58	435.42	87.08
TOTAL Material and Supplies	5,000	614.28	1,601.18	368.96	3,029.86	60.60
Other Services						
01-12-84000 Equipment Maintenance	5,000	2,873.00	3,190.65	0.00	1,809.35	36.19
01-12-84100 Vehicle Maintenance	1,500	0.00	3,195.35	0.00	(1,695.35)	113.02-
01-12-84200 Building Maintenance	6,000	1,631.42	4,276.13	0.00	1,723.87	28.73
01-12-84250 Fueling Station Maintenance	2,000	0.00	693.88	0.00	1,306.12	65.31
01-12-84300 Training & Membership	7,500	68.35	1,828.60	95.00	5,576.40	74.35
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	1,502.50	0.00	1,997.50	57.07
01-12-84700 Telephone	6,000	448.25	1,035.52	0.00	4,964.48	82.74
01-12-84800 Utilities	4,061	136.84	522.27	0.00	3,538.73	87.14
01-12-84900 Fuel	2,500	194.84	712.91	0.00	1,787.09	71.48
01-12-84950 EV Charging	650	27.00	188.00	0.00	462.00	71.08
01-12-85000 Janitorial Services	9,000	800.00	3,200.00	0.00	5,800.00	64.44
01-12-86300 Publications	100	0.00	0.00	0.00	100.00	100.00
TOTAL Other Services	48,171	6,179.70	20,345.81	95.00	27,730.19	57.57

01 -General Fund

% OF YEAR COMPLETED: 33.33

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Capital Projects						
Transfers Out						
01-12-99000 Transfer to CIP (Depreciati	8,770	730.83	2,923.32	0.00	5,846.68	66.67
TOTAL Transfers Out	8,770	730.83	2,923.32	0.00	5,846.68	66.67
TOTAL Public Works Admin	337,605	25,092.74	102,360.74	463.96	234,780.01	69.54
General Government						
Material and Supplies						
01-13-83000 Material & Supplies	21,000	1,918.54	6,206.43	0.00	14,793.57	70.45
TOTAL Material and Supplies	21,000	1,918.54	6,206.43	0.00	14,793.57	70.45
Other Services						
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	18,905.16	45,984.32	0.00	(5,984.32)	14.96-
01-13-84300 Training & Membership	3,000	0.00	1,500.00	0.00	1,500.00	50.00
01-13-84600 Lease/Rental	500	3,001.26	3,151.26	0.00	(2,651.26)	530.25-
01-13-84700 Telephone	700	45.63	182.17	0.00	517.83	73.98
01-13-84800 Utilities	25,000	3,316.19	7,664.70	0.00	17,335.30	69.34
01-13-85000 Janitorial Services	18,260	1,400.00	5,600.00	0.00	12,660.00	69.33
01-13-85400 Bank Charges	80,000	12,443.93	44,043.46	0.00	35,956.54	44.95
01-13-86100 Liability Insurance/Bonds	287,110	0.00	135,602.00	0.00	151,508.00	52.77
01-13-86300 Publications	30,000	700.20	3,599.58	0.00	26,400.42	88.00
01-13-86400 Auditing Fees	30,000	7,700.00	9,642.10	0.00	20,357.90	67.86
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	34,893.36	(6,893.36)	24.62-
01-13-86900 Postage	8,000	0.00	2,513.00	0.00	5,487.00	68.59
01-13-87000 Misc. Expenses	102,376	5,350.75	13,198.37	0.00	89,177.63	87.11
01-13-87100 H.R.A.	20,000	1,223.00	5,245.00	0.00	14,755.00	73.78
01-13-87200 Education Scholarship	10,000	0.00	0.00	0.00	10,000.00	100.00
TOTAL Other Services	718,296	54,086.12	286,201.41	34,893.36	397,201.23	55.30
Capital Projects						
Transfers Out						
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	56,004.66	292,407.84	34,893.36	911,994.80	73.59

01 -General Fund

% OF YEAR COMPLETED: 33.33

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Code Department						
Personnel Services						
01-14-80100 Salary	370,238	29,264.31	129,744.53	0.00	240,493.17	64.96
01-14-80200 Overtime	775	0.00	0.00	0.00	775.00	100.00
01-14-80300 FICA/Medicare	33,547	2,238.69	9,925.44	0.00	23,621.61	70.41
01-14-80400 Dental Insurance	3,721	258.40	1,033.60	0.00	2,687.40	72.22
01-14-80500 Health Insurance	55,960	3,439.15	13,756.60	0.00	42,203.40	75.42
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	29.77	498.33	0.00	1,304.67	72.36
01-14-80800 OMRF Pension	29,619	2,341.16	10,379.63	0.00	19,239.47	64.96
01-14-81100 Uniform Rental	7,001	661.15	2,521.05	0.00	4,479.95	63.99
01-14-81200 Medical Exams	776	48.00	48.00	0.00	728.00	93.81
TOTAL Personnel Services	517,038	38,280.63	171,297.05	0.00	345,740.80	66.87
Material and Supplies						
01-14-83000 Material & Supplies	4,000	167.13	865.35	0.00	3,134.65	78.37
01-14-83200 Office Supplies	350	0.00	31.70	0.00	318.30	90.94
01-14-83500 Safety Supplies	300	0.00	166.30	0.00	133.70	44.57
TOTAL Material and Supplies	4,650	167.13	1,063.35	0.00	3,586.65	77.13
Other Services						
01-14-84100 Vehicle Maintenance	3,000	253.73	1,559.40	0.00	1,440.60	48.02
01-14-84300 Training & Membership	7,000	748.11	2,988.02	0.00	4,011.98	57.31
01-14-84400 Software Agreement	18,532	3,001.26	13,478.95	0.00	5,053.05	27.27
01-14-84700 Telephone	6,308	1,159.59	2,449.82	0.00	3,858.18	61.16
01-14-84800 Utilities	4,061	136.84	522.24	0.00	3,538.76	87.14
01-14-84900 Fuel	3,000	880.20	1,835.78	0.00	1,164.22	38.81
01-14-85300 Animal Welfare	2,398	0.00	3,560.80	2,137.00	(3,299.80)	137.61-
TOTAL Other Services	44,299	6,179.73	26,395.01	2,137.00	15,766.99	35.59
Capital Projects						
01-14-88850 Life and Safety	2,000	0.00	0.00	0.00	2,000.00	100.00
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	6,252.36	0.00	12,504.64	66.67
TOTAL Transfers Out	18,757	1,563.09	6,252.36	0.00	12,504.64	66.67
TOTAL Code Department	586,744	46,190.58	205,007.77	2,137.00	379,599.08	64.70
Risk Manager						
Personnel Services						
01-15-80100 Salary	146,969	11,554.90	53,232.72	0.00	93,736.40	63.78
01-15-80300 FICA/Medicare	11,144	888.92	4,092.17	0.00	7,051.84	63.28

01 -General Fund

% OF YEAR COMPLETED: 33.33

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
01-15-80400 Dental Insurance	621	51.68	206.72	0.00	414.28	66.71
01-15-80500 Health Insurance	19,843	1,653.58	6,614.32	0.00	13,228.68	66.67
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 OMRF Pension	11,654	924.40	4,258.65	0.00	7,395.16	63.46
01-15-81200 Medical Exams	100	25.00	50.00	0.00	50.00	50.00
TOTAL Personnel Services	192,797	15,098.48	69,019.56	0.00	123,777.38	64.20
Material and Supplies						
01-15-83000 Material & Supplies	10,000	662.85	1,219.76	872.00	7,908.24	79.08
TOTAL Material and Supplies	10,000	662.85	1,219.76	872.00	7,908.24	79.08
Other Services						
01-15-84100 Vehicle Maintenance	500	0.00	0.00	0.00	500.00	100.00
01-15-84300 Training & Membership	8,000	1,763.68	2,605.54	0.00	5,394.46	67.43
01-15-84700 Telephone	1,800	132.26	401.76	0.00	1,398.24	77.68
01-15-84850 Wellness Program	10,000	0.00	0.00	4,999.75	5,000.25	50.00
01-15-84900 Fuel	1,500	188.94	367.97	0.00	1,132.03	75.47
TOTAL Other Services	21,800	2,084.88	3,375.27	4,999.75	13,424.98	61.58
Transfers Out						
01-15-99000 Transfer to CIP (Depreciati	5,448	454.00	1,816.00	0.00	3,632.00	66.67
TOTAL Transfers Out	5,448	454.00	1,816.00	0.00	3,632.00	66.67
TOTAL Risk Manager	230,045	18,300.21	75,430.59	5,871.75	148,742.60	64.66
Information Systems Mgr						
Personnel Services						
01-16-80100 Salary	184,725	14,384.74	48,611.61	0.00	136,113.58	73.68
01-16-80300 FICA/Medicare	14,557	1,123.40	3,781.95	0.00	10,774.62	74.02
01-16-80400 Dental Insurance	1,242	103.36	258.40	0.00	983.60	79.19
01-16-80500 Health Insurance	28,095	2,341.41	7,302.15	0.00	20,792.85	74.01
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	23.11	38.13	0.00	361.87	90.47
01-16-80800 OMRF Pension	15,199	1,174.78	3,954.93	0.00	11,243.68	73.98
01-16-81200 Medical Expenses	0	90.00	90.00	0.00	(90.00)	0.00
01-16-81400 Car Allowance	1,800	300.00	825.00	0.00	975.00	54.17
TOTAL Personnel Services	250,550	19,540.80	65,992.13	0.00	184,558.24	73.66
Material and Supplies						
01-16-83000 Material Supplies	4,000	24.50	186.53	0.00	3,813.47	95.34
TOTAL Material and Supplies	4,000	24.50	186.53	0.00	3,813.47	95.34
Other Services						
01-16-84000 Equipment Maintenance	150,000	3,845.23	134,552.64	87.22	15,360.14	10.24
01-16-84200 Building Maintenance	2,000	50.00	624.87	0.00	1,375.13	68.76
01-16-84300 Training & Membership	11,000	0.00	45.00	0.00	10,955.00	99.59

01 -General Fund

% OF YEAR COMPLETED: 33.33

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
01-16-84600 Lease/Rental	27,000	1,413.99	5,655.96	0.00	21,344.04	79.05
01-16-84700 Telephone	5,000	502.26	1,286.08	0.00	3,713.92	74.28
01-16-86050 Consulting Fees	8,000	0.00	2,250.00	0.00	5,750.00	71.88
TOTAL Other Services	203,000	5,811.48	144,414.55	87.22	58,498.23	28.82
Transfers Out						
01-16-99000 Transfer to CIP (Depreciati	87,664	7,305.33	29,221.32	0.00	58,442.68	66.67
TOTAL Transfers Out	87,664	7,305.33	29,221.32	0.00	58,442.68	66.67
TOTAL Information Systems Mgr	545,214	32,682.11	239,814.53	87.22	305,312.62	56.00
TOTAL EXPENDITURES	12,882,615	969,998.37	4,446,077.22	46,162.89	8,390,374.96	65.13
REVENUE OVER/(UNDER) EXPENDITURES	(1)	96,898.55	244,760.07	(46,162.89)	(198,598.17)	421.21

02 -Street & Alley
FINANCIAL SUMMARY % OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
REVENUE SUMMARY						
Revenues	323,481	4,247.57	14,986.98	0.00	308,494.02	95.37
TOTAL REVENUES	323,481	4,247.57	14,986.98	0.00	308,494.02	95.37
EXPENDITURE SUMMARY						
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	4,247.57	14,986.98	0.00	(14,986.98)	0.00

02 -Street & Alley

% OF YEAR COMPLETED: 33.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Revenues						
========						
Intergovernmental						
02-00-73400 Gasoline Tax	6,449	589.39	2,330.53	0.00	4,118.47	63.86
02-00-73450 Motor Vehicle License	24,368	2,530.71	7,875.58	0.00	16,492.42	67.68
TOTAL Intergovernmental	30,817	3,120.10	10,206.11	0.00	20,610.89	66.88
Investment Earnings						
02-00-78500 Interest Income	12,664	1,127.47	4,780.87	0.00	7,883.13	62.25
TOTAL Investment Earnings	12,664	1,127.47	4,780.87	0.00	7,883.13	62.25
Fund Balance Carryover						
02-00-79800 Carryover	280,000	0.00	0.00	0.00	280,000.00	100.00
TOTAL Fund Balance Carryover	280,000	0.00	0.00	0.00	280,000.00	100.00
TOTAL Revenues	323,481	4,247.57	14,986.98	0.00	308,494.02	95.37
TOTAL REVENUE	323,481	4,247.57	14,986.98	0.00	308,494.02	95.37

02 -Street & Alley

% OF YEAR COMPLETED: 33.33

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	4,247.57	14,986.98	0.00	(14,986.98)	0.00

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2024

03 -Designated Fds-Fire & Gen
FINANCIAL SUMMARY % OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
REVENUE SUMMARY						
Revenues	1,160	4.91	21.16	0.00	1,138.84	98.18
TOTAL REVENUES	1,160	4.91	21.16	0.00	1,138.84	98.18
EXPENDITURE SUMMARY						
Fire Department	1,160	0.00	0.00	0.00	1,160.00	100.00
TOTAL EXPENDITURES	1,160	0.00	0.00	0.00	1,160.00	100.00
REVENUE OVER/(UNDER) EXPENDITURES	0	4.91	21.16	0.00	(21.16)	0.00

03 -Designated Fds-Fire & Gen

% OF YEAR COMPLETED: 33.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Revenues						
========						
Investment Earnings						
03-00-78500 Interest Income	0	4.91	21.16	0.00	(21.16)	0.00
TOTAL Investment Earnings	0	4.91	21.16	0.00	(21.16)	0.00
Miscellaneous Revenue						
03-00-79507 Revenue - Fire	60	0.00	0.00	0.00	60.00	100.00
TOTAL Miscellaneous Revenue	60	0.00	0.00	0.00	60.00	100.00
Fund Balance Carryover						
03-00-79806 Carryover	1,100	0.00	0.00	0.00	1,100.00	100.00
TOTAL Fund Balance Carryover	1,100	0.00	0.00	0.00	1,100.00	100.00
TOTAL Revenues	1,160	4.91	21.16	0.00	1,138.84	98.18
TOTAL REVENUE	1,160	4.91	21.16	0.00	1,138.84	98.18

03 -Designated Fds-Fire & Gen

% OF YEAR COMPLETED: 33.33

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	1,160	0.00	0.00	0.00	1,160.00	100.00
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	4.91	21.16	0.00	(21.16)	0.00

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2024

04 -Designated Funds-Police
FINANCIAL SUMMARY % OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
REVENUE SUMMARY						
Revenues	48,400	1,173.31	1,930.53	0.00	46,469.47	96.01
TOTAL REVENUES	48,400	1,173.31	1,930.53	0.00	46,469.47	96.01
EXPENDITURE SUMMARY						
Police Department	48,400	0.00	5,522.39	0.00	42,877.61	88.59
TOTAL EXPENDITURES	48,400	0.00	5,522.39	0.00	42,877.61	88.59
REVENUE OVER/(UNDER) EXPENDITURES	0	1,173.31	(3,591.86)	0.00	3,591.86	0.00

04 -Designated Funds-Police

% OF YEAR COMPLETED: 33.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Revenues						
========						
Investment Earnings						
04-00-78500 Interest Income	0	143.31	650.53	0.00	(650.53)	0.00
TOTAL Investment Earnings	0	143.31	650.53	0.00	(650.53)	0.00
Miscellaneous Revenue						
04-00-79506 Revenue - Police	2,400	1,030.00	1,280.00	0.00	1,120.00	46.67
TOTAL Miscellaneous Revenue	2,400	1,030.00	1,280.00	0.00	1,120.00	46.67
Fund Balance Carryover						
04-00-79806 Carryover - Police Dept	46,000	0.00	0.00	0.00	46,000.00	100.00
TOTAL Fund Balance Carryover	46,000	0.00	0.00	0.00	46,000.00	100.00
TOTAL Revenues	48,400	1,173.31	1,930.53	0.00	46,469.47	96.01
TOTAL REVENUE	48,400	1,173.31	1,930.53	0.00	46,469.47	96.01

04 -Designated Funds-Police

% OF YEAR COMPLETED: 33.33

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	48,400	0.00	5,522.39	0.00	42,877.61	88.59
TOTAL Material and Supplies	48,400	0.00	5,522.39	0.00	42,877.61	88.59
Other Services						
TOTAL Police Department	48,400	0.00	5,522.39	0.00	42,877.61	88.59
TOTAL EXPENDITURES	48,400	0.00	5,522.39	0.00	42,877.61	88.59
REVENUE OVER/(UNDER) EXPENDITURES	0	1,173.31	(3,591.86)	0.00	3,591.86	0.00

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: OCTOBER 31ST, 2024

05 -Designated Funds-PW

FINANCIAL SUMMARY % OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
REVENUE SUMMARY						
Revenues	21,535	83.83	361.44	0.00	21,173.56	98.32
TOTAL REVENUES	21,535	83.83	361.44	0.00	21,173.56	98.32
EXPENDITURE SUMMARY						
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	83.83	361.44	0.00	(361.44)	0.00

05 -Designated Funds-PW

% OF YEAR COMPLETED: 33.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Revenues						
========						
Investment Earnings						
05-00-78500 Interest Income	0	83.83	361.44	0.00	(361.44)	0.00
TOTAL Investment Earnings	0	83.83	361.44	0.00	(361.44)	0.00
Miscellaneous Revenue						
05-00-79512 Revenue - Public Works	2,200	0.00	0.00	0.00	2,200.00	100.00
TOTAL Miscellaneous Revenue	2,200	0.00	0.00	0.00	2,200.00	100.00
Fund Balance Carryover						
05-00-79813 Animal Welfare Carryover	19,335	0.00	0.00	0.00	19,335.00	100.00
TOTAL Fund Balance Carryover	19,335	0.00	0.00	0.00	19,335.00	100.00
TOTAL Revenues	21,535	83.83	361.44	0.00	21,173.56	98.32
TOTAL REVENUE	21,535	83.83	361.44	0.00	21,173.56	98.32

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2024

05 -Designated Funds-PW

% OF YEAR COMPLETED: 33.33

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	19,335	0.00	0.00	0.00	19,335.00	100.00
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	83.83	361.44	0.00	(361.44)	0.00

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2024

06 -Municipal Authority
FINANCIAL SUMMARY % OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
REVENUE SUMMARY						
Municipal Auth Revenue	6,242,427	694,142.57	2,784,698.81	0.00	3,457,727.72	55.39
TOTAL REVENUES	6,242,427	694,142.57	2,784,698.81	0.00	3,457,727.72	55.39
EXPENDITURE SUMMARY						
Municipal Authority	5,142,426	464,820.26	1,863,631.60	1,142.94	3,277,650.99	63.74
General Government	1,100,000	0.00	0.00	0.00	1,100,000.00	100.00
TOTAL EXPENDITURES	6,242,426	464,820.26	1,863,631.60	1,142.94	4,377,650.99	70.13
REVENUE OVER/(UNDER) EXPENDITURES	1	229,322.31	921,067.21	(1,142.94)	(919,923.27)	2,327.00-

06 -Municipal Authority

% OF YEAR COMPLETED: 33.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Municipal Auth Revenue						
Water						
06-00-75300 Water Revenue	3,532,007	516,544.13	2,090,284.62	0.00	1,441,722.38	40.82
TOTAL Water	3,532,007	516,544.13	2,090,284.62	0.00	1,441,722.38	40.82
Wastewater						
06-00-75700 Sewer Revenue	341,396	36,376.64	146,243.84	0.00	195,152.16	57.16
06-00-75800 OKC Sewer Charges Revenue	1,039,531	123,224.26	496,721.41	0.00	542,809.59	52.22
TOTAL Wastewater	1,380,927	159,600.90	642,965.25	0.00	737,961.75	53.44
Water Taps						
06-00-75900 Water Tap Revenue	26,312	1,290.00	13,740.00	0.00	12,572.00	47.78
TOTAL Water Taps	26,312	1,290.00	13,740.00	0.00	12,572.00	47.78
Fines & Forfeits						
06-00-76000 MXU Installation	320	0.00	0.00	0.00	320.00	100.00
TOTAL Fines & Forfeits	320	0.00	0.00	0.00	320.00	100.00
Penalties						
06-00-77750 Penalty Charges	14,662	2,099.69	6,991.36	0.00	7,670.64	52.32
TOTAL Penalties	14,662	2,099.69	6,991.36	0.00	7,670.64	52.32
Investment Earnings						
06-00-78200 Interest Income	146,747	6,737.28	22,647.01	0.00	124,099.99	84.57
TOTAL Investment Earnings	146,747	6,737.28	22,647.01	0.00	124,099.99	84.57
Miscellaneous Revenue						
06-00-79100 Misc Income	1,742	7,870.57	8,070.57	0.00	(6,328.57)	363.29-
TOTAL Miscellaneous Revenue	1,742	7,870.57	8,070.57	0.00	(6,328.57)	363.29-
Fund Balance Carryover						
06-00-79800 Carryover	1,139,710	0.00	0.00	0.00	1,139,709.53	100.00
TOTAL Fund Balance Carryover	1,139,710	0.00	0.00	0.00	1,139,709.53	100.00
TOTAL Municipal Auth Revenue	6,242,427	694,142.57	2,784,698.81	0.00	3,457,727.72	55.39
TOTAL REVENUE	6,242,427	694,142.57	2,784,698.81	0.00	3,457,727.72	55.39

06 -Municipal Authority

% OF YEAR COMPLETED: 33.33

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Mun Auth Engineering						
Other Services						
Municipal Authority						
Personnel Services						
06-12-80100 Salary	717,100	58,760.42	272,632.53	0.00	444,467.42	61.98
06-12-80200 Overtime	9,000	1,437.68	6,326.24	0.00	2,673.76	29.71
06-12-80300 FICA/Medicare	64,759	4,661.77	21,555.33	0.00	43,203.37	66.71
06-12-80400 Dental Insurance	6,202	516.80	2,067.20	0.00	4,134.80	66.67
06-12-80500 Health Insurance	102,243	9,639.45	38,557.80	0.00	63,685.20	62.29
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	180.01	1,068.48	0.00	1,935.52	64.43
06-12-80800 OMRF Pension	58,064	4,804.40	22,455.25	0.00	35,608.63	61.33
06-12-80900 Stand by Pay	8,000	675.00	2,550.00	0.00	5,450.00	68.13
06-12-81100 Uniform Rental	7,500	911.89	3,291.13	0.00	4,208.87	56.12
06-12-81200 Medical Exams	500	144.00	240.00	0.00	260.00	52.00
TOTAL Personnel Services	996,770	81,731.42	375,828.76	0.00	620,940.77	62.30
Material and Supplies						
06-12-83000 Materials & Supplies	45,000	8,343.71	23,730.44	854.00	20,415.56	45.37
06-12-83200 Office Supplies	2,200	0.00	576.52	0.00	1,623.48	73.79
06-12-83300 Minor Tools	2,000	0.00	69.32	0.00	1,930.68	96.53
06-12-83400 Lab Chemicals	5,000	1,688.94	3,841.55	288.94	869.51	17.39
06-12-83500 Safety Supplies	3,000	0.00	325.31	0.00	2,674.69	89.16
06-12-83700 Misc Supplies	500	0.90	4.35	0.00	495.65	99.13
TOTAL Material and Supplies	57,700	10,033.55	28,547.49	1,142.94	28,009.57	48.54
Other Services						
06-12-84000 Equipment Maintenance	10,000	12,015.44	12,265.99	0.00	(2,265.99)	22.66-
06-12-84100 Vehicle Maintenance	15,000	4,458.14	11,612.09	0.00	3,387.91	22.59
06-12-84300 Training & Membership	8,000	0.00	4,139.07	0.00	3,860.93	48.26
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	0.00	35,046.78	0.00	4,953.22	12.38
06-12-84550 Water Quality Testing	18,000	120.00	5,160.00	0.00	12,840.00	71.33
06-12-84600 Equipment Rental	2,000	1,000.41	1,000.41	0.00	999.59	49.98
06-12-84650 Lease Agreements	77,212	2,097.38	15,872.38	0.00	61,339.62	79.44
06-12-84700 Telephone	24,127	2,750.41	8,056.76	0.00	16,070.24	66.61
06-12-84800 Utilities	285,000	36,829.13	127,814.43	0.00	157,185.57	55.15
06-12-84900 Fuel	30,000	3,467.11	7,457.84	0.00	22,542.16	75.14
06-12-84950 Printing & Processing - Uti	16,000	1,570.27	6,019.59	0.00	9,980.41	62.38
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	7,700.00	9,642.10	0.00	26,370.90	73.23
06-12-87700 OKC Sewer Charges	765,000	72,004.17	285,941.20	0.00	479,058.80	62.62

06 -Municipal Authority

% OF YEAR COMPLETED: 33.33

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
06-12-87800 Leasehold Transfer	2,671,678	222,639.83	890,559.32	0.00	1,781,118.68	66.67
TOTAL Other Services	4,011,120	366,652.29	1,433,643.35	0.00	2,577,476.65	64.26
Transfers Out						
06-12-99000 Transfer to CIP (Depreciati	76,836	6,403.00	25,612.00	0.00	51,224.00	66.67
TOTAL Transfers Out	76,836	6,403.00	25,612.00	0.00	51,224.00	66.67
TOTAL Municipal Authority	5,142,426	464,820.26	1,863,631.60	1,142.94	3,277,650.99	63.74
General Government						
==================						
Personnel Services						
Transfers Out						
06-13-99900 Transfer out to other funds	1,100,000	0.00	0.00	0.00	1,100,000.00	100.00
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	464,820.26	1,863,631.60	1,142.94	4,377,650.99	70.13
REVENUE OVER/(UNDER) EXPENDITURES	1	229,322.31	921,067.21	(1,142.94)	(919,923.27)	2,327.00-

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2024

07 -General Fund - CIP
FINANCIAL SUMMARY % OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
REVENUE SUMMARY						
Gen Fund - CIP Revenue	5,666,071	38,752.98	164,445.97	0.00	5,501,625.03	97.10
TOTAL REVENUES	5,666,071	38,752.98	164,445.97	0.00	5,501,625.03	97.10
EXPENDITURE SUMMARY						
City Manager/Clerk	84,400	0.00	0.00	0.00	84,400.00	100.00
Police Department	882,884	0.00	23,901.16	0.00	858,982.84	97.29
Fire Department	932,383	622,575.06	652,985.16	0.00	279,397.84	29.97
Streets	160,186	0.00	22,320.72	0.00	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	313,889	4,799.95	18,274.14	5,472.86	290,142.00	92.43
TOTAL EXPENDITURES	5,666,069	627,375.01	1,230,639.18	388,189.86	4,047,239.96	71.43
REVENUE OVER/(UNDER) EXPENDITURES	2	(588,622.03)	(1,066,193.21)	(388,189.86)	1,454,385.07	9,253.50

07 -General Fund - CIP

% OF YEAR COMPLETED: 33.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Gen Fund - CIP Revenue						
Intergovernmental						
07-00-73950 Resale of Property	0	418.94	10,083.46	0.00	(10,083.46)	0.00
TOTAL Intergovernmental	0	418.94	10,083.46	0.00	(10,083.46)	0.00
Investment Earnings						
07-00-78500 Interest Earnings	0	2,997.96	13,018.19	0.00	(13,018.19)	0.00
TOTAL Investment Earnings	0	2,997.96	13,018.19	0.00	(13,018.19)	0.00
Fund Balance Carryover						
07-00-79800 Carryover	4,742,038	0.00	0.00	0.00	4,742,038.00	100.00
TOTAL Fund Balance Carryover	4,742,038	0.00	0.00	0.00	4,742,038.00	100.00
Transfers						
07-00-79920 Deprecation Transfers In	924,033	35,336.08	141,344.32	0.00	782,688.68	84.70
TOTAL Transfers	924,033	35,336.08	141,344.32	0.00	782,688.68	84.70
TOTAL Gen Fund - CIP Revenue	5,666,071	38,752.98	164,445.97	0.00	5,501,625.03	97.10
TOTAL REVENUE	5,666,071	38,752.98	164,445.97	0.00	5,501,625.03	97.10

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2024

07 -General Fund - CIP

% OF YEAR COMPLETED: 33.33

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	36,531	0.00	0.00	0.00	36,531.00	100.00
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	23,901.16	0.00	103,342.84	81.22
07-06-88700 Capital Imp-Guns	22,856	0.00	0.00	0.00	22,856.00	100.00
TOTAL Capital Projects	882,884	0.00	23,901.16	0.00	858,982.84	97.29
TOTAL Police Department	882,884	0.00	23,901.16	0.00	858,982.84	97.29
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	615,009.06	615,009.06	0.00	(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	7,566.00	37,976.10	0.00	27,047.90	41.60
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	20,243	0.00	0.00	0.00	20,243.00	100.00
TOTAL Capital Projects	932,383	622,575.06	652,985.16	0.00	279,397.84	29.97
TOTAL Fire Department	932,383	622,575.06	652,985.16	0.00	279,397.84	29.97

07 -General Fund - CIP

% OF YEAR COMPLETED: 33.33

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Streets						
Capital Projects						
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	22,320.72	0.00	77,293.28	77.59
07-09-89200 Capital Imp-Monument Entry	14,601	0.00	0.00	0.00	14,601.00	100.00
TOTAL Capital Projects	160,186	0.00	22,320.72	0.00	137,865.28	86.07
TOTAL Streets	160,186	0.00	22,320.72	0.00	137,865.28	86.07
Sanitation						
Capital Projects						
07-10-88100 Capital Imp - Vehicles	493,218	0.00	0.00	295,187.00	198,031.00	40.15
07-10-88500 Equipment	24,175	0.00	0.00	0.00	24,175.00	100.00
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						
Capital Projects						
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	106,717	0.00	0.00	0.00	106,717.00	100.00
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						
Capital Projects						
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	12,386	0.00	0.00	0.00	12,386.00	100.00
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: 33.33

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
General Government						
Other Services						
Capital Projects						
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						
Capital Projects						
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						
Capital Projects						
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						
Capital Projects						
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	5,472.86	6,513.14	54.34
07-16-88300 Capital Imp-Computers	67,059	4,799.95	18,274.14	0.00	48,784.86	72.75
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	4,799.95	18,274.14	5,472.86	290,142.00	92.43
TOTAL Information Systems Mgr	313,889	4,799.95	18,274.14	5,472.86	290,142.00	92.43

07 -General Fund - CIP

% OF YEAR COMPLETED: 33.33

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
TOTAL EXPENDITURES	5,666,069	627,375.01	1,230,639.18	388,189.86	4,047,239.96	71.43
REVENUE OVER/(UNDER) EXPENDITURES	2	(588,622.03)	(1,066,193.21)	(388,189.86)	1,454,385.07	9,253.50

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: OCTOBER 31ST, 2024

08 -Sinking Fund

FINANCIAL SUMMARY % OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
REVENUE SUMMARY						
Undesignated	6,493,638	17,395.92	81,711.20	0.00	6,411,926.80	98.74
TOTAL REVENUES	6,493,638	17,395.92	81,711.20	0.00	6,411,926.80	98.74
EXPENDITURE SUMMARY						
General Government	6,493,638	86.42	541.87	0.00	6,493,096.13	99.99
TOTAL EXPENDITURES	6,493,638	86.42	541.87	0.00	6,493,096.13	99.99
REVENUE OVER/(UNDER) EXPENDITURES	0	17,309.50	81,169.33	0.00	(81,169.33)	0.00

08 -Sinking Fund

% OF YEAR COMPLETED: 33.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Undesignated						
============						
Property Tax Spec Purpos						
08-00-71650 Ad Valorem Tax Revenue	6,393,638	15,708.89	75,214.34	0.00	6,318,423.66	98.82
TOTAL Property Tax Spec Purpos	6,393,638	15,708.89	75,214.34	0.00	6,318,423.66	98.82
Investment Earnings						
08-00-78500 Interest Earned	40,000	1,687.03	6,496.86	0.00	33,503.14	83.76
TOTAL Investment Earnings	40,000	1,687.03	6,496.86	0.00	33,503.14	83.76
Miscellaneous Revenue						
Fund Balance Carryover						
08-00-79800 Carryover	60,000	0.00	0.00	0.00	60,000.00	100.00
TOTAL Fund Balance Carryover	60,000	0.00	0.00	0.00	60,000.00	100.00
TOTAL Undesignated	6,493,638	17,395.92	81,711.20	0.00	6,411,926.80	98.74
TOTAL REVENUE	6,493,638	17,395.92	81,711.20	0.00	6,411,926.80	98.74

08 -Sinking Fund

% OF YEAR COMPLETED: 33.33

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
General Government						
Other Services						
08-13-85400 Bank Charges	850	86.42	541.87	0.00	308.13	36.25
TOTAL Other Services	850	86.42	541.87	0.00	308.13	36.25
Capital Projects						
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	2,850	0.00	0.00	0.00	2,850.00	100.00
TOTAL Capital Projects	6,492,788	0.00	0.00	0.00	6,492,788.00	100.00
TOTAL General Government	6,493,638	86.42	541.87	0.00	6,493,096.13	99.99
TOTAL EXPENDITURES	6,493,638	86.42	541.87	0.00	6,493,096.13	99.99
REVENUE OVER/(UNDER) EXPENDITURES	0	17,309.50	81,169.33	0.00	(81,169.33)	0.00

09 -Meter Deposits
FINANCIAL SUMMARY % OF YEAR COMPLETED: 33.33

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

09 -Meter Deposits

% OF YEAR COMPLETED: 33.33

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

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2024

10 -911 Fund
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
REVENUE SUMMARY						
911 Fund Revenues	97,776	2,241.73	8,988.04	0.00	88,787.96	90.81
TOTAL REVENUES	97,776	2,241.73	8,988.04	0.00	88,787.96	90.81
EXPENDITURE SUMMARY						
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	2,241.73	8,988.04	0.00	(8,988.04)	0.00

10 -911 Fund

% OF YEAR COMPLETED: 33.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
911 Fund Revenues						
Property Tax Spec Purpos						
10-00-71800 911 ASSOCIATION	8,000	1,868.98	7,435.16	0.00	564.84	7.06
TOTAL Property Tax Spec Purpos	8,000	1,868.98	7,435.16	0.00	564.84	7.06
Investment Earnings						
10-00-78500 Interest Income	3,776	372.75	1,552.88	0.00	2,223.12	58.88
TOTAL Investment Earnings	3,776	372.75	1,552.88	0.00	2,223.12	58.88
Fund Balance Carryover						
10-00-79800 Carryover	86,000	0.00	0.00	0.00	86,000.00	100.00
TOTAL Fund Balance Carryover	86,000	0.00	0.00	0.00	86,000.00	100.00
TOTAL 911 Fund Revenues	97,776	2,241.73	8,988.04	0.00	88,787.96	90.81
TOTAL REVENUE	97,776	2,241.73	8,988.04	0.00	88,787.96	90.81

10 -911 Fund

% OF YEAR COMPLETED: 33.33

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	97,776	0.00	0.00	0.00	97,776.00	100.00
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	2,241.73	8,988.04	0.00	(8,988.04)	0.00

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2024

11 -Impound Fee Police Fund
FINANCIAL SUMMARY % OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
REVENUE SUMMARY						
Impound Fee Fund	48,919	1,376.58	4,038.25	0.00	44,880.75	91.75
TOTAL REVENUES	48,919	1,376.58	4,038.25	0.00	44,880.75	91.75
EXPENDITURE SUMMARY						
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	1,376.58	4,038.25	0.00	(4,038.25)	0.00

11 -Impound Fee Police Fund

% OF YEAR COMPLETED: 33.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Impound Fee Fund						
Fines & Forfeits						
11-00-76350 Police Impound Fees	6,080	1,200.00	3,300.00	0.00	2,780.00	45.72
TOTAL Fines & Forfeits	6,080	1,200.00	3,300.00	0.00	2,780.00	45.72
Investment Earnings						
11-00-78500 Interest Income	1,839	176.58	738.25	0.00	1,100.75	59.86
TOTAL Investment Earnings	1,839	176.58	738.25	0.00	1,100.75	59.86
Fund Balance Carryover						
11-00-79800 Carryover	41,000	0.00	0.00	0.00	41,000.00	100.00
TOTAL Fund Balance Carryover	41,000	0.00	0.00	0.00	41,000.00	100.00
TOTAL Impound Fee Fund	48,919	1,376.58	4,038.25	0.00	44,880.75	91.75
TOTAL REVENUE	48,919	1,376.58	4,038.25	0.00	44,880.75	91.75

11 -Impound Fee Police Fund

% OF YEAR COMPLETED: 33.33

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	39,919	0.00	0.00	0.00	39,919.00	100.00
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	1,376.58	4,038.25	0.00	(4,038.25)	0.00

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2024

13 -Municipal Authority - CIP
FINANCIAL SUMMARY % OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
REVENUE SUMMARY						
NHMA CIP - Revenues	2,441,356	9,312.65	37,994.67	0.00	2,403,361.33	98.44
TOTAL REVENUES	2,441,356	9,312.65	37,994.67	0.00	2,403,361.33	98.44
EXPENDITURE SUMMARY						
General Government	2,406,425	0.00	0.00	43,765.00	2,362,660.00	98.18
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	9,312.65	37,994.67	(43,765.00)	5,770.33	0.00

13 -Municipal Authority - CIP

% OF YEAR COMPLETED: 33.33

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	0	2,909.65	12,382.67	0.00	(12,382.67)	0.00
TOTAL Investment Earnings	0	2,909.65	12,382.67	0.00	(12,382.67)	0.00
Fund Balance Carryover						
13-00-79800 Carryover	1,264,520	0.00	0.00	0.00	1,264,520.00	100.00
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	1,176,836	6,403.00	25,612.00	0.00	1,151,224.00	97.82
TOTAL Transfers	1,176,836	6,403.00	25,612.00	0.00	1,151,224.00	97.82
TOTAL NHMA CIP - Revenues	2,441,356	9,312.65	37,994.67	0.00	2,403,361.33	98.44
TOTAL REVENUE	2,441,356	9,312.65	37,994.67	0.00	2,403,361.33	98.44

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2024

13 -Municipal Authority - CIP

% OF YEAR COMPLETED: 33.33

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	165,858	0.00	0.00	0.00	165,858.00	100.00
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	34,931	0.00	0.00	0.00	34,931.00	100.00
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	9,312.65	37,994.67	(43,765.00)	5,770.33	0.00

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: OCTOBER 31ST, 2024

14 -Water Impact Fees Fund

FINANCIAL SUMMARY % OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
REVENUE SUMMARY						
Water Impact Fee	182,653	626.07	6,230.04	0.00	176,422.96	96.59
TOTAL REVENUES	182,653	626.07	6,230.04	0.00	176,422.96	96.59
EXPENDITURE SUMMARY						
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	626.07	6,230.04	0.00	(6,230.04)	0.00

14 -Water Impact Fees Fund

% OF YEAR COMPLETED: 33.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Water Impact Fee						
Water						
14-00-75350 Water Capacity Charges	15,282	0.00	3,535.00	0.00	11,747.00	76.87
TOTAL Water	15,282	0.00	3,535.00	0.00	11,747.00	76.87
Investment Earnings						
14-00-78500 Interest Income	7,371	626.07	2,695.04	0.00	4,675.96	63.44
TOTAL Investment Earnings	7,371	626.07	2,695.04	0.00	4,675.96	63.44
Fund Balance Carryover						
14-00-79800 Fund Balance Carryover	160,000	0.00	0.00	0.00	160,000.00	100.00
TOTAL Fund Balance Carryover	160,000	0.00	0.00	0.00	160,000.00	100.00
TOTAL Water Impact Fee	182,653	626.07	6,230.04	0.00	176,422.96	96.59
TOTAL REVENUE	182,653	626.07	6,230.04	0.00	176,422.96	96.59

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2024

14 -Water Impact Fees Fund

% OF YEAR COMPLETED: 33.33

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	182,653	0.00	0.00	0.00	182,653.00	100.00
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	626.07	6,230.04	0.00	(6,230.04)	0.00

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2024

15 -Sewer Impact Fee Fund
FINANCIAL SUMMARY % OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
REVENUE SUMMARY						
Sewer Impact Fee	135,713	447.83	4,693.87	0.00	131,019.13	96.54
TOTAL REVENUES	135,713	447.83	4,693.87	0.00	131,019.13	96.54
EXPENDITURE SUMMARY						
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	447.83	4,693.87	0.00	(4,693.87)	0.00

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: OCTOBER 31ST, 2024

15 -Sewer Impact Fee Fund

% OF YEAR COMPLETED: 33.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Sewer Impact Fee						
Wastewater						
15-00-75750 Sewer Capacity Charges	17,499	0.00	2,763.00	0.00	14,736.00	84.21
TOTAL Wastewater	17,499	0.00	2,763.00	0.00	14,736.00	84.21
Investment Earnings						
15-00-78500 Interest Income	5,114	447.83	1,930.87	0.00	3,183.13	62.24
TOTAL Investment Earnings	5,114	447.83	1,930.87	0.00	3,183.13	62.24
Fund Balance Carryover						
15-00-79800 Fund Balance Carryover	113,100	0.00	0.00	0.00	113,100.00	100.00
TOTAL Fund Balance Carryover	113,100	0.00	0.00	0.00	113,100.00	100.00
TOTAL Sewer Impact Fee	135,713	447.83	4,693.87	0.00	131,019.13	96.54
TOTAL REVENUE	135,713	447.83	4,693.87	0.00	131,019.13	96.54

15 -Sewer Impact Fee Fund

% OF YEAR COMPLETED: 33.33

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	447.83	4,693.87	0.00	(4,693.87)	0.00

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: OCTOBER 31ST, 2024

17 -Drainage Fee Fund

FINANCIAL SUMMARY % OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
REVENUE SUMMARY						
Revenues	358,042	6,630.99	26,740.42	0.00	331,301.58	92.53
TOTAL REVENUES	358,042	6,630.99	26,740.42	0.00	331,301.58	92.53
EXPENDITURE SUMMARY						
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	6,630.99	26,740.42	0.00	(26,740.42)	0.00

17 -Drainage Fee Fund

% OF YEAR COMPLETED: 33.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Revenues						
========						
Water						
17-00-75370 Drainage Fee	62,059	5,450.51	21,788.70	0.00	40,270.30	64.89
TOTAL Water	62,059	5,450.51	21,788.70	0.00	40,270.30	64.89
Investment Earnings						
17-00-78500 Interest Income	11,983	1,180.48	4,951.72	0.00	7,031.28	58.68
TOTAL Investment Earnings	11,983	1,180.48	4,951.72	0.00	7,031.28	58.68
Fund Balance Carryover						
17-00-79800 Fund Balance Carryover	284,000	0.00	0.00	0.00	284,000.00	100.00
TOTAL Fund Balance Carryover	284,000	0.00	0.00	0.00	284,000.00	100.00
TOTAL Revenues	358,042	6,630.99	26,740.42	0.00	331,301.58	92.53
TOTAL REVENUE	358,042	6,630.99	26,740.42	0.00	331,301.58	92.53

17 -Drainage Fee Fund

% OF YEAR COMPLETED: 33.33

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Drainage						
Capital Projects						
17-24-89900 Drainage Capital	358,042	0.00	0.00	0.00	358,042.00	100.00
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	6,630.99	26,740.42	0.00	(26,740.42)	0.00

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2024

18 -Health Insurance Fund
FINANCIAL SUMMARY % OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
REVENUE SUMMARY						
Revenues	1,107,193	93,297.18	382,952.32	0.00	724,240.68	65.41
TOTAL REVENUES	1,107,193	93,297.18	382,952.32	0.00	724,240.68	65.41
EXPENDITURE SUMMARY						
Revenues	2,600	31.83	263.06	0.00	2,336.94	89.88
Expenses	1,104,593	61,939.47	617,579.16	0.00	487,013.84	44.09
TOTAL EXPENDITURES	1,107,193	61,971.30	617,842.22	0.00	489,350.78	44.20
REVENUE OVER/(UNDER) EXPENDITURES	0	31,325.88	(234,889.90)	0.00	234,889.90	0.00

18 -Health Insurance Fund

% OF YEAR COMPLETED: 33.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Revenues						
========						
Investment Earnings						
18-00-78500 Interest Income	14,195	63.64	3,119.88	0.00	11,075.12	78.02
TOTAL Investment Earnings	14,195	63.64	3,119.88	0.00	11,075.12	78.02
Miscellaneous Revenue						
18-00-79550 Misc. Income	5,000	374.86	9,748.38	0.00	(4,748.38)	94.97-
TOTAL Miscellaneous Revenue	5,000	374.86	9,748.38	0.00	(4,748.38)	94.97-
Fund Balance Carryover						
18-00-79805 Premium Revenue	1,087,998	92,858.68	370,084.06	0.00	717,913.94	65.98
TOTAL Fund Balance Carryover	1,087,998	92,858.68	370,084.06	0.00	717,913.94	65.98
TOTAL Revenues	1,107,193	93,297.18	382,952.32	0.00	724,240.68	65.41
TOTAL REVENUE	1,107,193	93,297.18	382,952.32	0.00	724,240.68	65.41

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2024

18 -Health Insurance Fund

% OF YEAR COMPLETED: 33.33

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Revenues						
========						
Other Services						
18-00-85400 Bank Charges	2,600	31.83	263.06	0.00	2,336.94	89.88
TOTAL Other Services	2,600	31.83	263.06	0.00	2,336.94	89.88
TOTAL Revenues	2,600	31.83	263.06	0.00	2,336.94	89.88
Expenses						
========						
Personnel Services						
18-13-80510 Premium Expense	160,000	12,816.41	52,090.28	0.00	107,909.72	67.44
18-13-80520 Health Insurance Claims	413,989	18,053.78	354,825.43	0.00	59,163.57	14.29
18-13-80525 Pharmacy Claims	410,604	21,172.85	170,806.77	0.00	239,797.23	58.40
18-13-80530 Adminstration Cost	120,000	9,896.43	39,856.68	0.00	80,143.32	66.79
TOTAL Personnel Services	1,104,593	61,939.47	617,579.16	0.00	487,013.84	44.09
TOTAL Expenses	1,104,593	61,939.47	617,579.16	0.00	487,013.84	44.09
TOTAL EXPENDITURES	1,107,193	61,971.30	617,842.22	0.00	489,350.78	44.20
REVENUE OVER/(UNDER) EXPENDITURES	0	31,325.88	(234,889.90)	0.00	234,889.90	0.00

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: OCTOBER 31ST, 2024

20 -Designated Funds-Parks

FINANCIAL SUMMARY % OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
REVENUE SUMMARY						
Revenues	1,449,766	4,839.37	26,056.59	0.00	1,423,709.41	98.20
TOTAL REVENUES	1,449,766	4,839.37	26,056.59	0.00	1,423,709.41	98.20
EXPENDITURE SUMMARY						
Parks Donations	1,449,766	25,500.00	55,350.00	76,500.00	1,317,916.00	90.91
TOTAL EXPENDITURES	1,449,766	25,500.00	55,350.00	76,500.00	1,317,916.00	90.91
REVENUE OVER/(UNDER) EXPENDITURES	0	(20,660.63)	(29,293.41)	(76,500.00)	105,793.41	0.00

20 -Designated Funds-Parks

% OF YEAR COMPLETED: 33.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Revenues						
========						
Investment Earnings						
20-00-78500 Interest Income	19,766	2,339.37	10,156.59	0.00	9,609.41	48.62
TOTAL Investment Earnings	19,766	2,339.37	10,156.59	0.00	9,609.41	48.62
Miscellaneous Revenue						
20-00-79520 Donations - Parks	500,000	2,500.00	15,900.00	0.00	484,100.00	96.82
TOTAL Miscellaneous Revenue	500,000	2,500.00	15,900.00	0.00	484,100.00	96.82
Fund Balance Carryover						
20-00-79820 Carryover - Parks	630,000	0.00	0.00	0.00	630,000.00	100.00
TOTAL Fund Balance Carryover	630,000	0.00	0.00	0.00	630,000.00	100.00
Transfers						
20-00-79920 Transfer In	300,000	0.00	0.00	0.00	300,000.00	100.00
TOTAL Transfers	300,000	0.00	0.00	0.00	300,000.00	100.00
TOTAL Revenues	1,449,766	4,839.37	26,056.59	0.00	1,423,709.41	98.20
TOTAL REVENUE	1,449,766	4,839.37	26,056.59	0.00	1,423,709.41	98.20

20 -Designated Funds-Parks

% OF YEAR COMPLETED: 33.33

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Parks Donations						
Material and Supplies						
20-11-83900 Other Services & Charges	25,000	0.00	3,600.00	0.00	21,400.00	85.60
20-11-83975 Contingency	41,918	0.00	0.00	0.00	41,918.00	100.00
TOTAL Material and Supplies	66,918	0.00	3,600.00	0.00	63,318.00	94.62
Capital Projects						
20-11-88000 Capital Outlay	322,278	0.00	0.00	0.00	322,278.00	100.00
20-11-88600 Redbud Park	1,060,570	25,500.00	51,750.00	76,500.00	932,320.00	87.91
TOTAL Capital Projects	1,382,848	25,500.00	51,750.00	76,500.00	1,254,598.00	90.73
TOTAL Parks Donations	1,449,766	25,500.00	55,350.00	76,500.00	1,317,916.00	90.91
TOTAL EXPENDITURES	1,449,766	25,500.00	55,350.00	76,500.00	1,317,916.00	90.91
REVENUE OVER/(UNDER) EXPENDITURES	0	(20,660.63)	(29,293.41)	(76,500.00)	105,793.41	0.00

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2024

80 -General Obligation Bonds
FINANCIAL SUMMARY % OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
REVENUE SUMMARY						
Int Earned/Misc Receipts	0	97,951.35	270,868.40	0.00	(270,868.40)	0.00
TOTAL REVENUES	0	97,951.35	270,868.40	0.00	(270,868.40)	0.00
EXPENDITURE SUMMARY						
2020 GO Bond	0	0.00	9,783.37	0.00	(9,783.37)	0.00
2021 GO Bond	0	226,549.85	1,384,889.49	155,520.81	(1,540,410.30)	0.00
2022 GO Bond	0	1,420.63	167,960.65	1,191,841.56	(1,359,802.21)	0.00
2023 GO Bond	0	654,917.64	1,804,931.01	1,188,309.24	(2,993,240.25)	0.00
2024 GO Bond	0	24,076.39	296,174.92	1,119,900.03	(1,416,074.95)	0.00
TOTAL EXPENDITURES	0	906,964.51	3,663,739.44	3,655,571.64	(7,319,311.08)	0.00
REVENUE OVER/(UNDER) EXPENDITURES	0	(809,013.16)	(3,392,871.04)	(3,655,571.64)	7,048,442.68	0.00

80 -General Obligation Bonds

% OF YEAR COMPLETED: 33.33

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	2,215.73	55,537.07	0.00	(55,537.07)	0.00
80-00-79092 Interest Income 2022 GO	0	3,819.43	44,526.80	0.00	(44,526.80)	0.00
80-00-79093 Interest Income 2023 GO Bon	0	59,935.62	96,360.77	0.00	(96,360.77)	0.00
80-00-79094 Interest Income 2024 GO Bon	0	31,980.57	74,443.76	0.00	(74,443.76)	0.00
TOTAL Miscellaneous Revenue	0	97,951.35	270,868.40	0.00	(270,868.40)	0.00
Fund Balance Carryover						
TOTAL Int Earned/Misc Receipts	0	97,951.35	270,868.40	0.00	(270,868.40)	0.00
TOTAL REVENUE	0	97,951.35	270,868.40	0.00	(270,868.40)	0.00

80 -General Obligation Bonds

% OF YEAR COMPLETED: 33.33

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: 33.33

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Transfers Out						
2019 GO Bond						
Other Services						
Capital Projects						
Transfers Out						
2020 GO Bond						
Other Services						
Capital Projects						
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
Transfers Out						
TOTAL 2020 GO Bond	0	0.00	9,783.37	0.00	(9,783.37)	0.00
2021 GO Bond						
Other Services						
80-91-85400 Bank Charges	0	155.83	525.54	0.00	(525.54)	0.00
TOTAL Other Services	0	155.83	525.54	0.00	(525.54)	0.00
Capital Projects						
80-91-98550 Water Projects	0	226,394.02	1,380,223.82	155,520.81	(1,535,744.63)	0.00
TOTAL Capital Projects	0	226,394.02	1,380,223.82	155,520.81	(1,535,744.63)	0.00
Transfers Out						
80-91-99800 Other Expense paid from int	0	0.00	4,140.13	0.00	(4,140.13)	0.00
TOTAL Transfers Out	0	0.00	4,140.13	0.00	(4,140.13)	0.00
TOTAL 2021 GO Bond	0	226,549.85	1,384,889.49	155,520.81	(1,540,410.30)	0.00

80 -General Obligation Bonds

% OF YEAR COMPLETED: 33.33

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
2022 GO Bond						
Other Services						
80-92-85400 Bank Charges	0	293.13	1,050.12	0.00	(1,050.12)	0.00
TOTAL Other Services	0	293.13	1,050.12	0.00	(1,050.12)	0.00
Capital Projects						
80-92-97550 Paving Projects	0	0.00	11,032.28	0.00	(11,032.28)	0.00
80-92-98550 Water Projects	0	0.00	36,358.75	1,157,153.06	(1,193,511.81)	0.00
80-92-98750 Sanitary Sewer Projects	0	0.00	116,436.00	0.00	(116,436.00)	0.00
TOTAL Capital Projects	0	0.00	163,827.03	1,157,153.06	(1,320,980.09)	0.00
Transfers Out						
80-92-99450 Technology	0	250.00	250.00	20,033.50	(20,283.50)	0.00
80-92-99800 Expenses paid from Interest	0	877.50	2,833.50	14,655.00	(17,488.50)	0.00
TOTAL Transfers Out	0	1,127.50	3,083.50	34,688.50	(37,772.00)	0.00
TOTAL 2022 GO Bond	0	1,420.63	167,960.65	1,191,841.56	(1,359,802.21)	0.00
2023 GO Bond						
Other Services						
80-93-85400 Bank Charges	0	140.32	785.16	0.00	(785.16)	0.00
TOTAL Other Services	0	140.32	785.16	0.00	(785.16)	0.00
Capital Projects						
80-93-96550 Public Works Facility	0	0.00	7,539.27	0.00	(7,539.27)	0.00
80-93-97550 Paving Projects	0	592,111.44	1,733,940.70	1,078,944.34	(2,812,885.04)	0.00
80-93-98550 Water Projects	0	0.00	0.00	27,200.00	(27,200.00)	0.00
TOTAL Capital Projects	0	592,111.44	1,741,479.97	1,106,144.34	(2,847,624.31)	0.00
Transfers Out						
80-93-99450 Technology Projects	0	7,548.00	7,548.00	65,584.52	(73,132.52)	0.00
80-93-99700 Fire Projects	0	55,117.88	55,117.88	16,580.38	(71,698.26)	0.00
TOTAL Transfers Out	0	62,665.88	62,665.88	82,164.90	(144,830.78)	0.00
TOTAL 2023 GO Bond	0	654,917.64	1,804,931.01	1,188,309.24	(2,993,240.25)	0.00
2024 GO Bond						
Other Services						
80-94-85400 Bank Charges	0	185.25	862.84	0.00	(862.84)	0.00
TOTAL Other Services	0	185.25	862.84	0.00	(862.84)	0.00

80 -General Obligation Bonds

% OF YEAR COMPLETED: 33.33

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Capital Projects						
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	16,237.80	84,434.62	877,514.15	(961,948.77)	0.00
80-94-98950 Park Projects	0	7,653.34	76,792.46	0.00	(76,792.46)	0.00
TOTAL Capital Projects	0	23,891.14	266,803.99	1,119,900.03	(1,386,704.02)	0.00
Transfers Out						
80-94-99600 Police Projects	0	0.00	28,508.09	0.00	(28,508.09)	0.00
TOTAL Transfers Out	0	0.00	28,508.09	0.00	(28,508.09)	0.00
TOTAL 2024 GO Bond	0	24,076.39	296,174.92	1,119,900.03	(1,416,074.95)	0.00
TOTAL EXPENDITURES	0	906,964.51	3,663,739.44	3,655,571.64	(7,319,311.08)	0.00
REVENUE OVER/(UNDER) EXPENDITURES	0	(809,013.16)	(3,392,871.04)	(3,655,571.64)	7,048,442.68	0.00

99 -Pooled Cash
FINANCIAL SUMMARY % OF YEAR COMPLETED: 33.33

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

99 -Pooled Cash

% OF YEAR COMPLETED: 33.33

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: **10/31/24**

	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							351,567.61	351,567.61
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	-	1,380,223.82	-	-	-	-	4,140.13	1,384,363.95
7/31/2024		465,431.56					223.13	465,654.69
8/31/2024		163,776.07					3,137.00	166,913.07
9/30/2024		524,622.17					780.00	525,402.17
10/31/2024		226,394.02						226,394.02
PROJECT COST TOTAL TO DATE:	3,054,405.32	2,868,532.69	323,752.80	370,237.90	113,313.48	738,561.07	133,744.54	7,602,547.81
Available Funds - Prior to encumbrances	(0.00)	155,520.81	(0.00)	267,150.42	(0.00)	0.00	217,823.07	640,494.30
ENCUMBRANCES:								
Water Treatment Facility WC-2101 — SRB PO 17-15227		26,000.70						
WC-2101 Water Treatment Facility — Landmark PO #17-24782		129,520.11						155,520.81
Available Funds - After encumbrances	(0.00)	(0.00)	(0.00)	267,150.42	(0.00)	0.00	217,823.07	484,973.49

CASH	466,888.32
CD'S	400,000.00
EXPENSE ACCRUED	(226,394.02)
ENCUMBRANCES	(155,520.81)
	484,973.49

Interest Earnings:	
Prior Fiscal Years	301,504.46
Current Fiscal Year	55,537.07
Bank Charges:	
Prior Fiscal Years	(4,948.38)
Current Fiscal Year	(525.54)
FUNDS AVAILABLE	484,973.49

City of Nichols Hills
2022 GO Bond Issue

AS OF: **10/31/2024**

	Street - Paving Projects	Water System	Sanitary Sewer Systems	Fire	Police	Technology	Expenses Paid From Interest Earned	TOTAL
Account Number:	80-92-97550	80-92-98550	80-92-98750	80-92-99700	80-92-99600	80-92-99450	80-92-99800	
Issue Amount	3,000,000.00	1,700,000.00	700,000.00	600,000.00	100,000.00	500,000.00		6,600,000.00
Premium	93,784.00	53,144.27	21,882.93	18,756.80	3,126.13	15,630.67		206,324.80
Net Interest Earned & Bank Fees							321,676.97	321,676.97
Prior Years:								
Issuance Expense	38,770.45	21,969.92	9,046.44	7,754.09	1,292.35	6,461.74		85,295.00
2021-2022	-	-	43,173.12	-	1,394.95	105,682.31	-	150,250.38
2022-2023	1,688,308.04	62,353.75	360,011.32	594,470.00	95,727.58	188,159.97	-	2,989,030.66
2023-2024	1,355,673.23	41,906.25	138,520.09	16,532.71	4,711.25	162,353.14	251,831.26	1,971,527.93
2024-2025	11,032.28	3,668.75	116,436.00	-	-	32,940.00	2,833.50	166,910.53
7/31/2024	8,274.21	5,055.00						13,329.21
8/31/2024	2,758.07	1,325.50					1,170.00	5,253.57
9/30/2024		29,978.25	116,436.00				786.00	147,200.25
*reclass tranducers		(32,690.00)				32,690.00		-
10/31/2024						250.00	877.50	1,127.50
PROJECT COST TOTAL TO DATE:	3,093,784.00	129,898.67	667,186.97	618,756.80	103,126.13	495,597.16	254,664.76	5,363,014.50
Available Funds - Prior to encumbrances	(0.00)	1,623,245.59	54,695.96	(0.00)	0.00	20,033.50	67,012.21	1,764,987.27
ENCUMBRANCES:								
FC-2301 Fire Training Tower — Landmark PO #17-25237							14,655.00	1,191,841.56
WW-2201 Re-drill — SRB PO 17-19026		39,725.00						
Tyler technologies — PO #17-25481						11,515.00		
Stolz Telecom - Radio Repeater — PO #17-25567						8,518.50		
OK Contractor Supply — PO #17-25132		1,045.00						
WC-2101 Water Treatment Facility — Landmark PO #17-24783		1,014,304.53						
Total Pump — PO #17-25672		18,193.53						
Frontier Logging — PO #17-25673		83,885.00						
Available Funds - After encumbrances	(0.00)	466,092.53	54,695.96	(0.00)	0.00	0.00	52,357.21	573,145.71

CASH	978,763.38
CD'S	787,351.39
EXPENSE ACCRUED	(1,127.50)
ENCUMBRANCES	(1,191,841.56)
	573,145.71

*reclass water well tranducers from water bond money to technology

Interest Earnings:	
Prior Fiscal Years	282,228.40
Current Fiscal Year	44,526.80
Bank Charges:	
Prior Fiscal Years	(4,028.11)
Current Fiscal Year	(1,050.12)
FUNDS AVAILABLE	573,145.71

City of Nichols Hills
2023 GO Bond Issue

AS OF: **10/31/24**

	Street - Paving Projects	**Water System**	**Sanitary Sewer Systems**	**Fire**	**Police**	**Technology**	**Public Works Facility**	**Parks**	**Expenses Paid From Interest Earned**	**TOTAL**
Account Number:	80-93-97550	80-93-98550	80-93-98750	80-93-99700	80-93-99600	80-93-99450	80-93-96550	80-93-98950	80-93-99800	
Issue Amount	4,379,000.00	1,861,000.00	300,000.00	1,220,000.00	100,000.00	150,000.00	270,000.00	120,000.00		8,400,000.00
Premium	125,235.75	53,223.05	8,579.75	34,890.98	2,859.92	4,289.88	7,721.78	3,431.90		240,233.00
Net Interest Earned & Bank Fees									569,295.64	569,295.64
Prior Years:										
Issuance Expense	55,189.48	23,454.58	3,780.96	15,375.92	1,260.32	1,890.48	3,402.87	1,512.39		105,867.00
2022-2023	-	1,303.25	-	694,882.12	-	-	-	-	-	696,185.37
2023-2024	1,609,052.21	35,010.00	-	472,934.68	101,599.60	-	67,449.21	594.72	149,528.94	2,436,169.36
2024-2025	1,736,016.91	-	-	55,117.88	-	7,548.00	7,539.27	-	-	1,806,222.06
7/31/2024	326,259.67						2,539.27			328,798.94
8/31/2024	485,368.13						5,000.00			490,368.13
9/30/2024	332,277.67									332,277.67
10/31/2024	592,111.44			55,117.88		7,548.00				654,777.32
PROJECT COST TOTAL TO DATE:	3,400,258.60	59,767.83	3,780.96	1,238,310.60	102,859.92	9,438.48	78,391.35	2,107.11	149,528.94	5,044,443.79
Available Funds - Prior to encumbrances	1,103,977.16	1,854,455.22	304,798.79	16,580.38	(0.00)	144,851.39	199,330.43	121,324.79	419,766.70	4,165,084.85
ENCUMBRANCES:										
Frontier Logging PO #17-24127		27,200.00								
FC-2301 Fire Training Tower Landmark PO #17-25237				16,580.38						
PC-2401 6600-6800 Blocks of East Grand SRB PO#17-2223096	39,954.21									
PC-2401 6600-6800 Blocks of East Grand CGC, LLC PO #17-24781	897,620.13									
Stolz Telecom - Radio Repeater PO #17-25567						14,694.22				1,188,309.24
Stolz Telecom - Radio Repeater PO #17-25568						2,175.00				
Stolz Telecom - Dispatch console update PO #17-25569						48,715.30				
PC-2404 1600 & 1700 BLKS of Elmhurst Ave SRB PO# 17-25644	141,370.00									
Available Funds - After encumbrances	25,032.82	1,827,255.22	304,798.79	0.00	(0.00)	79,266.87	199,330.43	121,324.79	419,766.70	2,976,775.61

CASH	2,494,862.17
CD'S	2,325,000.00
EXPENSE ACCRUED	(654,777.32)
ENCUMBRANCES	(1,188,309.24)
	2,976,775.61

Interest Earnings:	
Prior Fiscal Years	477,404.33
Current Fiscal Year	96,360.77
Bank Charges:	
Prior Fiscal Years	(3,684.30)
Current Fiscal Year	(785.16)
FUNDS AVAILABLE	2,976,775.61

City of Nichols Hills
2024 GO Bond Issue

AS OF: **10/31/24**

		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										152,132.20	152,132.20
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		82,358.41	-	-	105,576.91	28,508.09	-	-	76,792.46	-	293,235.87
7/31/2024		25,083.86			105,576.91				67,500.00		198,160.77
8/31/2024		23,391.05									23,391.05
9/30/2024		17,645.70				28,508.09			1,639.12		47,792.91
10/31/2024		16,237.80							7,653.34		23,891.14
PROJECT COST TOTAL TO DATE:		163,772.74	5,116.45	3,924.95	111,884.86	81,464.84	3,364.24	5,607.07	84,852.62	983.64	460,971.40
Available Funds - Prior to encumbrances		4,643,107.26	374,483.55	287,275.05	356,115.14	10,055.16	246,235.76	410,392.93	513,147.38	151,148.56	6,991,960.80
ENCUMBRANCES:											
PC-2403 1400 & 1500 Camden	PO #17-25333	106,360.50									1,119,900.03
PC-2402 1200 Larchmont	SRB PO # 17-24361	41,304.65									
PC-2402 1200 Larchmont	SAC PO #17-25353	729,849.00									
Premier Trucking Group	PO #17-24779				120,290.88						
J&R Equipment	PO #17-24780				122,095.00						
Available Funds - After encumbrances		3,765,593.11	374,483.55	287,275.05	113,729.26	10,055.16	246,235.76	410,392.93	513,147.38	151,148.56	5,872,060.77

CASH	1,816,788.56
CD'S	5,199,063.38
EXPENSE ACCRUED	(23,891.14)
ENCUMBRANCES	(1,119,900.03)
	5,872,060.77

Interest Earnings:	
Prior Fiscal Years	82,642.07
Current Fiscal Year	74,443.76
Bank Charges:	
Prior Fiscal Years	(4,090.79)
Current Fiscal Year	(862.84)
FUNDS AVAILABLE	5,872,060.77

Monthly Report – October 2024

Information Systems
City of Nichols Hills

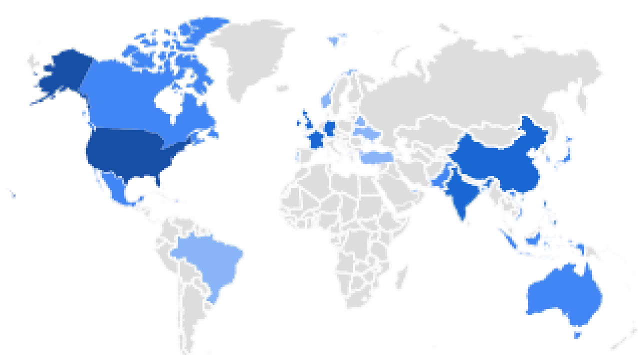
Scott Johnston, Information Systems Manager
6407 Avondale Drive, Nichols Hills, Oklahoma 73116, (405) 810-7150 E-mail it@nicholshills.net

Website Statistics:

Google Analytics provided us with some statistical information on our website. During the month of October, over 2,200 individuals browsed the City's new website.

	Page title and screen class	Views	Active users	Views per active user
	Total	7,325 100% of total	2,310 100% of total	3.17 Avg 0%
1	Nichols Hills, OK | Official Website	2,063	1,116	1.85
2	Calendar • Halloween Trick or Treat Night!	434	323	1.34
3	Search • Nichols Hills, OK • CivicEngage	422	138	3.06
4	Building Inspections & Code Enforcement | Nichols Hills, OK	307	158	1.94
5	Agendas & Minutes | Nichols Hills, OK	281	120	2.34

Active users by Country

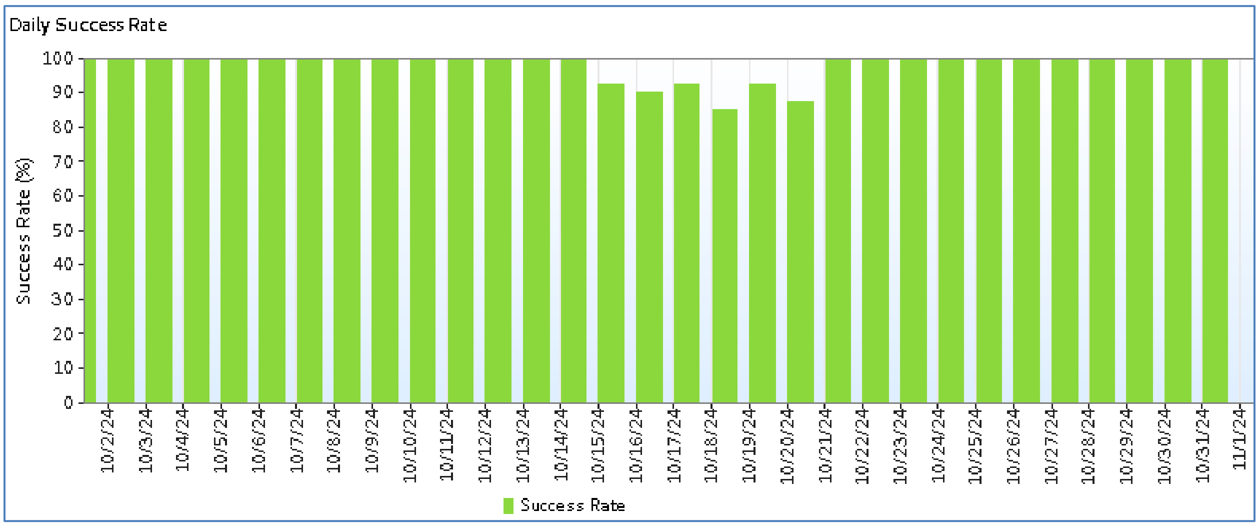


COUNTRY	ACTIVE USERS
United States	2.2K
China	39
India	23
Germany	17
Ireland	11
Philippines	11
France	7

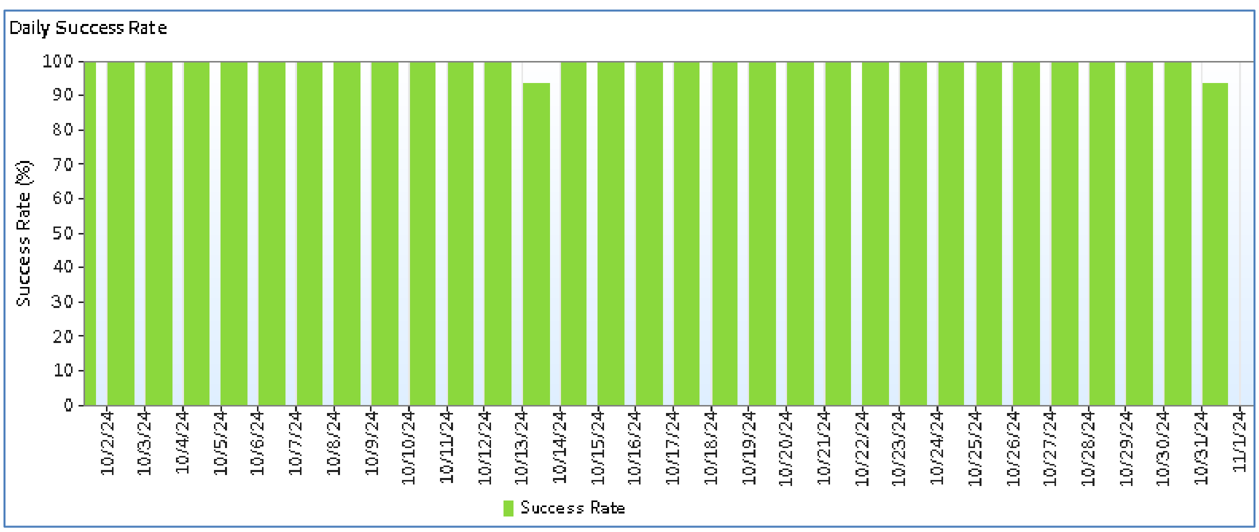
Backup Report

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

City Hall



Public Works



Email Status Reports:

October Statistics: 41,289 emails received. Legitimate: 24,463. Spam: 16,795. Viruses: 31.

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
Oct	Not Spam	24463	59.25%
	Spam	16795	40.68%
	Virus	31	0.08%
	Subtotal (3)	41289	100.00%
	Total	**41289**	**100%**

Non-Spam Classifier by Month			
Month	Classified By	Mail Filtering Events	% of Subtotal
Oct	Access Control-Safe-Relay	4311	17.62%
	Domain Safe	734	3.00%
	Not Spam	9881	40.39%
	System Safe	7173	29.32%
	User Safe	2364	9.66%
	Subtotal (5)	24463	100.00%
	Total	**24463**	**100%**

Action by Month			
Month	Action Taken	Mail High Level Events	% of Subtotal
Oct	Accept	5809	14.07%
	Accept;Defer Disposition	18752	45.42%
	Delay	1497	3.63%
	Discard	1257	3.04%
	Quarantine	2910	7.05%
	Quarantine;Defer Disposition	2	0.00%
	Quarantine;Replace;Notification	8	0.02%
	Reject	11014	26.68%
	Replace;Notification	6	0.01%
	Replace;Notification;Defer Disposition	1	0.00%
	System Quarantine;Defer Disposition	3	0.01%
	System Quarantine;Defer Disposition;Remove URL	13	0.03%
	System Quarantine;Notification	2	0.00%
	System Quarantine;Notification;Defer Disposition	15	0.04%
	Subtotal (14)	41289	100.00%
	Total	**41289**	**100%**

Email Phishing Tests:

We conducted a monthly employee email phishing test. This month's phishing test tricked only one employee 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

10/18/2024 - 10/26/2024

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

1.6%	65	63	34	1	0	0	0	0	0	12	2
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. Add several bad actors to city block lists.
2. Opened a service ticket with a support partner to troubleshoot an issue with the police call recorder.
3. Replaced panic system batteries in the administration office and council room.
4. Opened a service ticket with a support partner to troubleshoot a single file level restore issue.
5. Contacted a gate company to install a vehicle sensor on the city hall's north gate.
6. Correct an issue with the Assistant City Manager’s cell phone not playing audio files.
7. Reconfigured the license plate reader to work in the new police truck.
8. Recorded and broadcast the City Council meeting and uploaded to On-demand service.
9. Deployed all critical and important updates to all city workstations and servers.
10. Installed a new switch at the Public Works Wash Bay.
11. Attended the city’s annual United Way golf tournament.
12. Troubleshoot browser issue on one of the patrol workstations at the Police Department.
13. Troubleshoot issues with the Police Department’s copy machine.
14. I granted a police officer file permission to the Record Clerks folder per the Assistant Police Chief’s request.
15. Installed a new scanner in the second Detective’s office in the Police Department.
16. Upgraded a cell phone for a Public Works employee.
17. Upgraded the firmware on the city’s wireless network.
18. Upgraded the firmware on all the city’s security devices.
19. Upgraded the software on the city’s remote connection server.
20. Installed a new server for the Administration Department.
21. Assisted a support partner with installing software on the new server.
22. Opened a service ticket with a support partner to troubleshoot an issue with some backup notifications that did not represent the actual state of certain backups.
23. Assisted the Public Works Deputy Director and Director with new software licensing activation for their Adobe accounts.
24. Deactivated all accounts for a police employee leaving the city.
25. Attended meeting with support partner to discuss training software.
26. Posted a job for the Public Works Water Wells Department.
27. Posted a job for the Public Works Building Inspections Department.
28. Attended a site walk with a radio support partner to survey where new equipment will be installed.
29. Update the software on two of the city’s notification systems for reporting network and infrastructure issues.
30. Exported building commission pre-meetings for Building Inspectors at Public Works.

31. Broadcast and recorded the Building Commission meeting and uploaded it to the On-Demand service.
32. Scheduled all meetings for November on the city's broadcast system.
33. Configured new tablets for five patrol vehicles.
34. Troubleshoot a water leak from the air conditioning system in the City Hall server room.
35. Broadcast and record the Environment, Health, and Sustainability meeting and upload it to the city's On-Demand service.
36. Attended meeting with BFAC app development team to discuss issues with the city's health app.
37. Configure archiving on the Public Works Director's email client.
38. Deployed more critical updates to all city workstations and servers.
39. Upgraded the endpoint protection software agent on all city workstations and servers.
40. Opened a service ticket with a support partner to troubleshoot an issue with an email server service issue.
41. Troubleshoot issues with the Assistant City Manager's laptop.
42. Troubleshoot power issue with a workstation at Public Works.
43. Assisted the Assistant Finance Director with a spreadsheet format issue.
44. Configured new connection settings for OLETS in the Dispatch Department.
45. Assisted the Assistant City Manager with spreadsheet file format issues.
46. Configured five new iPads for the Public Works Department.
47. UPS batteries were replaced in the administration network cabinet.
48. Installed and upgraded several pieces of server hardware at City Hall and Public Works server rooms.
49. Worked with a support partner to work through all the notifications associated with installing the new hardware.
50. Configured new VPN policies on the firewall at City Hall.
51. Granted city administration employees physical access permissions to the Fire Department.
52. Exported Building Commission pre-meetings for Building Inspectors to review.
53. Made several security improvements to city internet-facing devices detected by CISA's vulnerability scanning.
54. Updated several city wireless conferencing devices.

SMITH ROBERTS BALDISCHWILER, LLC
ENGINEERING | SURVEYING | PLANNING

October 31, 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 November 12, 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 25th, 2024	Amended Contract Amount:	$3,557,158.00
Award Date:	February 13th, 2024	Claims to Date Less Ret.:	$2,374,848.36
Project Duration:	180 Calendar Days	Amount Remaining:	$1,400,036.76
Days Used:	148	Percent Complete:	75%

2022/2023 G.O. Bond Issue:

- **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 8th, 2024	Amended Contract Amount:	$1,064,474.71
Award Date:	February 13th, 2024	Claims to Date:	$1,064,474.71
Project Duration:	150 Calendar Days	Amount Remaining:	$0.00
Days Used:	150	Percent Complete:	100%

Final claim and amendment on this month's agenda.

- **Water Well #13 Re-Drill (WW-2201)**

On Agenda for Permission to Advertise Re-Bid

OKLAHOMA CITY | 100 N.E. 5TH STREET, OKLAHOMA CITY, OK 73104 | PHONE: (405) 840-7094 | FAX: (405) 840-9116
NORMAN | 2500 MCGEE DRIVE, SUITE 100, NORMAN, OK 73072 | PHONE: (405) 418-2288 | FAX: (405) 418-2289
WWW.SRBOK.COM

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 9th, 2024	Claims to Date Less Ret.:	$394,521.87
Project Duration:	150 Calendar Days	Amount Remaining:	$1,228,302.00
Days Used:	40	Percent Complete:	30%

- **Paving Improvements to the 1200 Block of Larchmont Lane (PC-2402)**

Contractor:	SAC Services, LLC	Original Contract Amount:	$729,849.00
Start Date:	November 12, 2024	Amended Contract Amount:	$ -
Award Date:	September 10, 2024	Claims to Date Less Ret.:	$ -
Project Duration:	120 Calendar Days	Amount Remaining:	$729,849.00
Days Used:	0	Percent Complete:	0%

- **Paving Improvements to the 1400 & 1500 Blocks of Camden Way (PC-2403)**

  Design Underway, Target January Bid Opening

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	MISC VENDOR HENSLEE'S PL	00-72075	Plumbing Permits	HENSLEE'S PLUMBING:	345.50
	B & H CONSTR	00-34325	DEPOSIT-FIRE HYDRANT	B & H CONSTRUCTION:	1,530.25
	OKLAHOMA UNIFORM BUILDING CO	00-32600	Uniform Building Cod	PERMIT FEES OCT 2024	316.00
				TOTAL:	2,191.75
Administration	VERIZON WIRELESS	02-84700	Telephone	MONTHLY CHARGES	287.97
		02-84700	Telephone	MONTHLY CHARGES	288.00
	GRANICUS	02-84400	Software Agreements	AGENDA SOFTWARE	412.89
		02-84400	Software Agreements	AGENDA SOFTWARE	433.53
	VISA	02-84300	Training & Membershi	CITY MANAGER ASSOC OF OK	1,000.00
		02-84300	Training & Membershi	MANAGER LUNCH	51.19
		02-84300	Training & Membershi	OK BAR ASSOC DUES	365.00
		02-84300	Training & Membershi	ROTARY CLUB DUES	352.43
		02-84300	Training & Membershi	WALL STREET JOURNAL ONLIN	8.00
		02-84300	Training & Membershi	CONTINUING ED CLASS	199.00
	PETTY CASH	02-84300	Training & Membershi	OCTOBER 2024 RECEIPTS	184.00
	VISA	02-84300	Training & Membershi	GFOA RENEWAL 24-25	160.00
	AT&T 831-001-0000 521	02-84700	Telephone	MONTHLY CHARGES	91.26
	OFFICE DEPOT 35315277	02-83000	Material & Supplies	TONER, PAPER, PENS,SEALER	95.31
				TOTAL:	3,928.58
City Attorney	WILLIAMS BOX FORSHEE & BULLA	04-87100	Legal Services	LEGAL SERVICES	20,549.20
				TOTAL:	20,549.20
Municipal Court	AT&T 831-001-0000 521	05-84700	Telephone	MONTHLY CHARGES	91.26
				TOTAL:	91.26
Police Department	CASEY NIX	06-84950	EV Charging	HOME CHARGING OCT 24	25.00
	MATTHEW VOYLES	06-84300	Training & Membershi	TRAVEL CLAIM PER DIEM	628.80
	VERIZON WIRELESS	06-84700	Telephone	MONTHLY CHARGES	726.66
		06-84700	Telephone	MONTHLY CHARGES	724.77
	AXON ENTERPRISE INC	06-84000	Equipment Maintenanc	BODY CAMERA RENEWAL	13,822.74
	VISA	06-84300	Training & Membershi	LODGING GREENWOOD	356.40
		06-83000	Material & Supplies	SUPPLIES	5.30
		06-83000	Material & Supplies	SUPPLIES	191.96
		06-83000	Material & Supplies	SUPPLIES	8.98
		06-83000	Material & Supplies	SUPPLIES	58.66
		06-83000	Material & Supplies	SUPPLIES	74.49
	CPI COMPUTER PROJECTS OF IL.	06-84000	Equipment Maintenanc	ANNUAL OLETS LICENSE	198.00
	TRANSUNION RISK AND ALTERNAT	06-83000	Material & Supplies	ACCESS TO SEARCH DATABASE	100.00
	BRANDON RIDGEWAY	06-84300	Training & Membershi	TRAVEL CLAIM	666.97
	VISA	06-83000	Material & Supplies	SUPPLIES, NOTARY, PHOTOS	18.99
		06-83000	Material & Supplies	SUPPLIES, NOTARY, PHOTOS	313.09
		06-83000	Material & Supplies	SUPPLIES, NOTARY, PHOTOS	7.48
		06-83000	Material & Supplies	SUPPLIES, NOTARY, PHOTOS	89.50
		06-83000	Material & Supplies	SUPPLIES, NOTARY, PHOTOS	1,390.00
		06-84300	Training & Membershi	CLASS CANCELLED	249.00-
	PETROLEUM TRADERS CORPORATIO	06-84900	Fuel	FUEL	4,392.39
	ASPEN BUILDING SERVICES OF O	06-85000	Janitorial Services	JANITORIAL SERVICES	1,300.00
	GEOSAFE INC	06-84000	Equipment Maintenanc	GEOSAFE ANNUAL SERVICE	7,500.00
	AT&T 287288038708	06-84700	Telephone	FIRST NET POLIC	881.85
	AT&T 831-001-0000 521	06-84700	Telephone	MONTHLY CHARGES	365.06
	SOUTHWEST SOLUTIONS GROUP	06-84000	Equipment Maintenanc	SOFTWARE LICENSE	650.00
	CIVICPLUS LLC	06-84600	Lease/Rental	FORMS & APPS	1,000.41

FUND: General Fund

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
	BOARD OF TESTS/ALCOHOL	06-84300	Training & Membershi	PATTERSON INTOX CERT	62.00
	OG&E	06-84950	EV Charging	MONTHLY CHARGES	142.81
	ONG	06-84800	Utilities	MONTHLY CHARGES	59.31
				TOTAL:	35,512.62
Fire Department	VALVOLINE OIL CHANGE	07-84100	Vehicle Maintenance	OIL CHANGE C34	140.21
	WAL-MART #9502	07-84300	Training & Membershi	HALLOWEEN CANDY	19.97
		07-83000	Material & Supplies	STATION SUPPLIES	498.46
		07-83000	Material & Supplies	HALLOWEEN CANDY	21.82
	WESTLAKE HARDWARE	07-84100	Vehicle Maintenance	E33 MAINT.	1.61
		07-83000	Material & Supplies	DRYWALL REPAIR SUPPLIES	16.18
	EMSA	07-85200	EMSA Subsidy	OCTOBER 2025 SUBSIDY	2,623.29
	OSFA	07-84400	Membership	OSFA MEMBERSHIP DUES	1,320.00
	BURSAR-OKLAHOMA STATE UNIVER	07-84300	Training & Membershi	TO CORRECT VENDOR	900.00-
	BRANT CHILL	07-84300	Training & Membershi	TRAVEL CLAIM CHILL	842.91
	VERIZON WIRELESS	07-84700	Telephone	MONTHLY CHARGES	194.05
		07-84700	Telephone	MONTHLY CHARGES	194.05
	CASCO INDUSTRIES INC	07-84000	Equipment Maintenanc	PITOT TUBE PARTS	247.00
	BROOKS INDUSTRIES	07-84200	Building Maintenance	ICE MACHINE SERVICE	405.00
	VISA	07-84500	Fire Department Publ	ANNUAL SUBSCRIPTION FEE	1,248.00
	ROBERT T BLACK	07-84300	Training & Membershi	BLACK TRAVEL CLAIM ROPES	309.32
	VISA	07-84300	Training & Membershi	WICHITA HOT CLASS	653.15
		07-84000	Equipment Maintenanc	AIR COMPRESSOR PART	44.97
		07-83000	Material & Supplies	TRAUMA SHEARS	9.99
		07-83000	Material & Supplies	STATION SUPPLIES	85.48
		07-83000	Material & Supplies	STATION SUPPLIES	35.49
	PETROLEUM TRADERS CORPORATIO	07-84900	Fuel	FUEL	1,261.60
		07-84900	Fuel	FUEL DIESL	609.62
	ImageNet Consulting, LLC	07-84000	Equipment Maintenanc	FD COPY MACHINE	15.53
	GEOSAFE INC	07-86850	Software Maintenance	GEOSAFE ANNUAL SERVICE	7,500.00
	AT&T 287288038669	07-84700	Telephone	FIRST NET FIRE	184.80
	JOSHUA GRAY	07-84300	Training & Membershi	TRAVEL CLAIM OHIO TRUCK	45.00
	AT&T 831-001-0000 521	07-84700	Telephone	MONTHLY CHARGES	182.52
	CITY OF MUSTANG	07-84300	Training & Membershi	DRIVER OPERATOR CLASS	800.00
	CIVICPLUS LLC	07-84600	Lease/Rental	FORMS & APPS	1,000.41
	ALPHA ONE FIRETRUCKS LLC	07-84100	Vehicle Maintenance	PM/INSPECTION	1,722.31
	VISA	07-84300	Training & Membershi	WICHITA HOT CLASS	217.13
	CMC RESCUE INC	07-84300	Training & Membershi	TECH RESCUE III	2,938.00
	MID AMERICA WATER RESCUE LLC	07-84300	Training & Membershi	SWIFT WATER REFRESHER	1,350.00
	AMERICAN FIRE & SAFETY	07-84200	Building Maintenance	INSPECTION COMPLEX FIRE C	118.00
	SAINTS OCCUPATIONAL HEALTH	07-81200	Medical Exams	DRUG SCREENS	48.00
	OG&E	07-84800	Utilities	MONTHLY CHARGES	54.94
	ONG	07-84800	Utilities	MONTHLY CHARGES	59.31
	OREILLY AUTOMOTIVE STORES IN	07-84100	Vehicle Maintenance	APPARATUS SUPPLIES	51.56
		07-84000	Equipment Maintenanc	FUSE KIT	21.99
	OKLAHOMA STATE UNIVERSITY -	07-84300	Training & Membershi	EMS INSTRUCTOR BRIDGE	200.00
	KENNY REYES	07-84300	Training & Membershi	TRAVEL CLAIM OHIO TRUCK	42.76
				TOTAL:	26,434.43
City Engineer	SMITH ROBERTS BALDISCHWILER	08-86075	Engineering Fees	MONTHLY ENGINEERING	10,790.00
				TOTAL:	10,790.00
Street Department	TRAVIS VOICE & DATA	09-84700	Telephone	MONTHLY CHARGES	25.99
	WAL-MART #9502	09-83000	Material & Supplies	WATER	65.74

FUND: General Fund

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
	WESTLAKE HARDWARE	09-83000	Material & Supplies	SUPPLIES	21.54
		09-83000	Material & Supplies	SUPPLIES	20.24
	ACTION SAFETY SUPPLY CO	09-83000	Material & Supplies	SIGN RENTAL	10.50
		09-83000	Material & Supplies	SIGN	23.10
	FIRESTONE COMPLETE AUTO	09-84100	Vehicle Maintenance	TIRES	237.28
		09-84100	Vehicle Maintenance	TIRES	237.28
	VERIZON WIRELESS	09-84700	Telephone	MONTHLY CHARGES	129.93
		09-84700	Telephone	MONTHLY CHARGES	129.96
	TRAFFIC LOGIX	09-84000	Equipment Maintenanc	EQUIPMENT	416.00
	US FLEET TRACKING	09-84100	Vehicle Maintenance	VEHICLE TRACKING	149.75
	RAM PRODUCTS INC	09-83000	Material & Supplies	CHEMICALS	172.66
	SHERWIN-WILLIAMS CO	09-83000	Material & Supplies	PAINT	142.35
	PETROLEUM TRADERS CORPORATIO	09-84900	Fuel	FUEL	1,224.41
		09-84900	Fuel	FUEL DIESL	324.09
	CINTAS CORP. #064	09-81100	Uniform Allowance	PUBLIC WORKS UNIFORMS	574.98
	CRAFCO INC	09-83000	Material & Supplies	ASPHALT COLD PATCH	660.00
	HOLT TRUCK CENTERS	09-84100	Vehicle Maintenance	STREET SWEEPER REPAIR	3,252.44
		09-84100	Vehicle Maintenance	HOLT TRUCK CENTERS	121.56-
	FRONTIER EQUIPMENT	09-84000	Equipment Maintenanc	HOSE	602.75
	GELLCO CLOTHING & SHOES INC	09-83500	Safety Supplies	BOOTS	143.95
	HASKELL LEMON CONSTRUCTION	09-83000	Material & Supplies	MATERIALS	174.40
	HOME DEPOT	09-83000	Material & Supplies	HOME DEPOT	239.97
		09-83000	Material & Supplies	HOME DEPOT	92.85
		09-83000	Material & Supplies	SUPPLIES	14.68
		09-83000	Material & Supplies	SUPPLIES	87.01
		09-83000	Material & Supplies	SUPPLIES	49.08
		09-83000	Material & Supplies	PAINT	89.76
	LUTHER SIGN CO	09-83000	Material & Supplies	SIGN FOR ORD.	335.40
	OG&E	09-84800	Utilities	MONTHLY CHARGES	104.41
		09-85500	Street Lighting	MONTHLY CHARGEES	7,981.46
		09-85500	Street Lighting	MONTHLY CHARGES	30.60
		09-85500	Street Lighting	MONTHLY CHARGES	32.58
		09-85500	Street Lighting	MONTHLY CHARGES	31.58
		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
	OREILLY AUTOMOTIVE STORES IN	09-83000	Material & Supplies	OIL	77.88
	SMITH FARM & GARDEN	09-84000	Equipment Maintenanc	QUIK SAW REPAIR	135.36
				TOTAL:	18,072.63
Sanitation	WAL-MART #9502	10-83000	Material & Supplies	WATER	65.75
	CITY OF MIDWEST CITY	10-85800	Landfill Disposal	WASTE COLLECTION	19,170.00
	P & K EQUIPMENT	10-84100	Vehicle Maintenance	OIL	234.00
	VERIZON WIRELESS	10-84700	Telephone	MONTHLY CHARGES	144.93
		10-84700	Telephone	MONTHLY CHARGES	144.96
	US FLEET TRACKING	10-84100	Vehicle Maintenance	VEHICLE TRACKING	89.85
	RAM PRODUCTS INC	10-83000	Material & Supplies	CHEMICALS	172.66
	GOODYEAR TIRE & RUBBER COMPA	10-84100	Vehicle Maintenance	FLAT TIRE	373.58
	PETROLEUM TRADERS CORPORATIO	10-84900	Fuel	FUEL DIESL	189.49
	CINTAS CORP. #064	10-81100	Uniform Allowance	PUBLIC WORKS UNIFORMS	972.23
	FERTILE GROUND	10-85800	Landfill Disposal	RECYCLING EVENT	200.00
	WEX BANK	10-84900	Fuel	FUEL CNG	98.16

FUND: General Fund

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
		10-84900	Fuel	FUEL CNG	100.91
		10-84900	Fuel	FUEL CNG	34.62
		10-84900	Fuel	FUEL CNG	126.61
		10-84900	Fuel	FUEL	72.85
		10-84900	Fuel	FUEL	128.60
		10-84900	Fuel	CNG FUEL	89.32
		10-84900	Fuel	CNG FUEL	56.06
		10-84900	Fuel	FUEL CNG	120.87
		10-84900	Fuel	FUEL CNG	79.01
		10-84900	Fuel	FUEL	147.76
		10-84900	Fuel	FUEL	117.38
		10-84900	Fuel	FUEL	94.66
		10-84900	Fuel	CNG FUEL	0.14
		10-84900	Fuel	CNG	92.55
		10-84900	Fuel	CNG FUEL	103.82
		10-84900	Fuel	CNG FUEL	0.05
		10-84900	Fuel	FUEL	121.31
		10-84900	Fuel	FUEL	105.26
		10-84900	Fuel	FUEL	118.97
		10-84900	Fuel	FUEL CNG	118.15
		10-84900	Fuel	FUEL	114.51
		10-84900	Fuel	FUEL	65.62
		10-84900	Fuel	FUEL	100.47
		10-84900	Fuel	FUEL	99.98
	REPUBLIC SERVICES	10-85800	Landfill Disposal	COMMERCIAL GARBAGE OCT 24	255.05
		10-85825	Commercial Garbage D	COMMERCIAL GARBAGE OCT 24	11,208.84
	SOUTHEAST LANDFILL - 4061	10-85800	Landfill Disposal	OCTOBER 2024	3,989.53
	OG&E	10-84800	Utilities	MONTHLY CHARGES	104.41
	ONG	10-84800	Utilities	MONTHLY CHARGES	32.42
	OREILLY AUTOMOTIVE STORES IN	10-84100	Vehicle Maintenance	OIL	66.21
				TOTAL:	39,721.55
Parks Department	BLUE HOUSE URBAN FARM LLC	11-85700	Parks Maintenance	BUTTERFLY GARDEN MAINT	320.00
		11-85700	Parks Maintenance	PLANTING REPLACEMENT	1,220.00
	IRRIGATION STATION	11-85700	Parks Maintenance	PARTS	989.15
		11-85700	Parks Maintenance	PART FOR PARK IRRIGATION	37.37
		11-85700	Parks Maintenance	PART FOR PARK IRRIGATION	67.91
		11-85700	Parks Maintenance	PARKS	34.08
		11-85700	Parks Maintenance	SUPPLIES	330.61
		11-85700	Parks Maintenance	SUPPLIES	44.50
		11-85700	Parks Maintenance	SUPPLIES	8.00
		11-85700	Parks Maintenance	PARTS FOR PARK IRRIGATION	48.13
		11-85700	Parks Maintenance	SIGNS	189.82
		11-85700	Parks Maintenance	PARTS	46.64
	NORTHWEST LAWN MAINTENANCE I	11-85900	Park Maintenance Con	PARK MAINTENANCE	17,621.00
		11-85700	Parks Maintenance	PARK MAINTENANCE	800.00
	OG&E	11-84800	Utilities	MONTHLY CHARGES	252.47
				TOTAL:	22,009.68
Public Works Admin	TRAVIS VOICE & DATA	12-84700	Telephone	MONTHLY CHARGES	69.32
	WESTLAKE HARDWARE	12-83000	Material & Supplies	SUPPLIES	17.58
	VERIZON WIRELESS	12-84700	Telephone	MONTHLY CHARGES	166.64
		12-84700	Telephone	MONTHLY CHARGES	166.66
	PETROLEUM TRADERS CORPORATIO	12-84900	Fuel	FUEL	194.84

FUND: General Fund

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
	ASPEN BUILDING SERVICES OF O	12-85000	Janitorial Services	JANITORIAL SERVICES	800.00
	AT&T 831-001-0000 521	12-84700	Telephone	MONTHLY CHARGES	45.63
	SUMMIT FIRE & SECURITY LLC	12-84200	Building Maintenance	SERVICE	1,105.50
	VISA	12-83200	Office Supplies	ADOBE	19.99
		12-84200	Building Maintenance	AMAZON	105.90
		12-84200	Building Maintenance	AMAZON	77.17
		12-84200	Building Maintenance	AMAZON	164.05
		12-84200	Building Maintenance	AMAZON	178.80
		12-84300	Training & Membershi	BIRTHDAY CAKE	68.35
		12-83200	Office Supplies	OFFICE SUPPLIES	58.98
	DENNIS ALBERT	12-84950	EV Charging	HOME CHARGING NOV 2024	27.00
	TAYLOR SUDDEN SERVICE INC	12-84000	Equipment Maintenanc	EQUIPMENT MAINTENANCE	1,168.00
		12-84000	Equipment Maintenanc	EQUIPMENT MAINTENANCE	1,705.00
	OFFICE DEPOT 35315277	12-83200	Office Supplies		67.99
		12-83200	Office Supplies	OFFICE SUPPLIES	115.37
		12-83200	Office Supplies	OFFICE SUPPLIES	39.49
		12-83200	Office Supplies	OFFICE SUPPLIES	30.64
		12-83200	Office Supplies	OFFICE SUPPLIES	12.60
		12-83200	Office Supplies	OFFICE SUPPLIES	103.77
		12-83200	Office Supplies	OFFICE SUPPLIES	66.60
		12-83200	Office Supplies	OFFICE SUPPLIES	81.27
	OG&E	12-84800	Utilities	MONTHLY CHARGES	104.41
	ONG	12-84800	Utilities	MONTHLY CHARGES	32.43
				TOTAL:	6,793.98
General Government	RITE WAY SHREDDING	13-87000	Misc. Expenses	SHREDDING OCT 2024	94.25
	DIGI SECURITY SYSTEMS, LLC	13-84200	Building Maintenance	CABLE REPAIR FOR CITY HAL	1,710.00
	VISA	13-87000	Misc. Expenses	LAKE HEFNER GOLF	2,277.00
		13-87000	Misc. Expenses	FOOD	779.50
		13-83000	Material & Supplies	AMAZON	130.44
		13-83000	Material & Supplies	AMAZON	168.72
		13-83000	Material & Supplies	AMERICAN FLOOR MATS	114.91
		13-83000	Material & Supplies	AMAZON	80.96
		13-83000	Material & Supplies	AMAZON	68.72
	TERMINIX PROCESSING CENTER	13-84200	Building Maintenance	PEST CONTROL CITY HALL	58.00
		13-84200	Building Maintenance	PEST CONTROL CITY HALL	261.00
		13-84200	Building Maintenance	PEST CONTROL CITY HALL	114.00
		13-84200	Building Maintenance	PEST CONTROL	58.00
	VISA	13-83000	Material & Supplies	3 BUNN COFFEE POTS	42.94
	ASPEN BUILDING SERVICES OF O	13-85000	Janitorial Services	JANITORIAL SERVICES	1,400.00
	VISA	13-83000	Material & Supplies	2024 W-2'S	538.62
	PETTY CASH	13-83000	Material & Supplies	OCTOBER 2024 RECEIPTS	30.42
	VISA	13-83000	Material & Supplies	BOTTLE WATER	8.30
	OCD SPECIALISTS LLC	13-87000	Misc. Expenses	DISINFECTION	1,360.00
	AT&T 831-001-0000 521	13-84700	Telephone	MONTHLY CHARGES	45.63
	FINLEY & COOK CERTIFIED PUBL	13-86400	Auditing Fees	FINANCIAL STATEMENT AUDIT	5,500.00
	CIVICPLUS LLC	13-84600	Lease/Rental	FORMS & APPS	3,001.26
		13-87000	Misc. Expenses	ONLINE CODE HOSTING	840.00
	COOK'S FENCE & IRON CO INC	13-84200	Building Maintenance	FENCE REPAIR AT CITY HALL	1,000.00
	HSE ARCHITECTS, PLLC	13-84200	Building Maintenance	ROOF REPLACEMENT PLANS	15,114.66
	CRAWFORD & ASSOCIATES PC	13-86400	Auditing Fees	PROFESSIONAL SERVICES	2,200.00
	EUREKA WATER CO	13-83000	Material & Supplies	TANK RENTAL OCT 2024	22.49
		13-83000	Material & Supplies	5 GAL WATER	115.20
		13-83000	Material & Supplies	5 GAL WATER	180.70

FUND: General Fund

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
		13-83000	Material & Supplies	5 GAL WATER	108.00
	FRIDAY	13-86300	Publications	NOTICES AND PUBLICATIONS	95.60
		13-86300	Publications	NOTICES AND PUBLICATIONS	193.31
	JOURNAL RECORD PUBLISHING CO	13-86300	Publications	NOTICES AND PUBLICATIONS	38.85
		13-86300	Publications	NOTICES AND PUBLICATIONS	37.35
		13-86300	Publications	NOTICES AND PUBLICATIONS	36.90
		13-86300	Publications	NOTICES AND PUBLICATIONS	114.15
		13-86300	Publications	NOTICES AND PUBLICATIONS	184.04
	KRAPFF REYNOLDS CO	13-87000	Misc. Expenses	CCTV	1,350.00
	MOLLMANS WATER CULLIGAN OKC	13-84200	Building Maintenance	S-40 LB SOLAR SALT	21.50
	NORTHWEST LAWN MAINTENANCE I	13-84200	Building Maintenance	1844 WESTMINSTER LAWN	284.00
		13-84200	Building Maintenance	1844 WESTMINSTER LAWNCARE	284.00
	OFFICE DEPOT 35315277	13-83000	Material & Supplies	TONER, PAPER, PENS,SEALER	162.31
		13-83000	Material & Supplies	PAPER	145.81
	OG&E	13-84800	Utilities	MONTHLY CHARGES	34.28
		13-84800	Utilities	MONTHLY CHARGES	3,172.79
	ONG	13-84800	Utilities	MONTHLY CHARGES	49.81
		13-84800	Utilities	MONTHLY CHARGES	59.31
				TOTAL:	43,687.73
Code Department	TRAVIS VOICE & DATA	14-84700	Telephone	MONTHLY CHARGES	51.99
	GRAINGER	14-83000	Material & Supplies	CODE SUPPLIES	9.66
		14-83000	Material & Supplies	CODE SUPPLIES	102.97
	VERIZON WIRELESS	14-84700	Telephone	MONTHLY CHARGES	510.21
		14-84700	Telephone	MONTHLY CHARGES	503.77
	US FLEET TRACKING	14-84100	Vehicle Maintenance	VEHICLE TRACKING	149.75
	PETROLEUM TRADERS CORPORATIO	14-84900	Fuel	FUEL	880.20
	CINTAS CORP. #064	14-81100	Uniform Rental	PUBLIC WORKS UNIFORMS	661.15
	AT&T 287307218639	14-84700	Telephone	MONTHLY CHARGES	93.62
	CIVICPLUS LLC	14-84400	Software Agreement	FORMS & APPS	3,001.26
	T-MOBILE USA INC	14-84100	Vehicle Maintenance	TRACKER GPS	28.00
	DEQ	14-84300	Training & Membershi	PERMIT	748.11
	INSTANT SIGNS INC	14-83000	Material & Supplies	CODE	54.50
	SAINTS OCCUPATIONAL HEALTH	14-81200	Medical Exams	DRUG SCREENS	48.00
	OG&E	14-84800	Utilities	MONTHLY CHARGES	104.41
	ONG	14-84800	Utilities	MONTHLY CHARGES	32.43
	OREILLY AUTOMOTIVE STORES IN	14-84100	Vehicle Maintenance	VECH MAINT	75.98
				TOTAL:	7,056.01
Risk Manager	VERIZON WIRELESS	15-84700	Telephone	MONTHLY CHARGES	43.31
		15-84700	Telephone	MONTHLY CHARGES	43.32
	VISA	15-83000	Material & Supplies	AMAZON	12.50
		15-84300	Training & Membershi	WILL ROGERS PARKING	75.00
		15-84300	Training & Membershi	CIRCLE K-FUEL	33.52
		15-84300	Training & Membershi	ELEMENTAL COFFEE	12.55
		15-84300	Training & Membershi	SOCIAL TAP	43.00
		15-84300	Training & Membershi	HERTZ RENTAL CAR	290.05
		15-84300	Training & Membershi	SCOTTSDALE RESORT	1,309.56
		15-83000	Material & Supplies	AMAZON	498.27
		15-83000	Material & Supplies	YETI	152.08
	PETROLEUM TRADERS CORPORATIO	15-84900	Fuel	FUEL	188.94
	AT&T 831-001-0000 521	15-84700	Telephone	MONTHLY CHARGES	45.63
	SAINTS OCCUPATIONAL HEALTH	15-81200	Medical Exams	DRUG SCREENS	25.00
				TOTAL:	2,772.73

FUND: General Fund

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
Information Systems Mg	COX COMMUNICATIONS	16-84600	Lease/Rental	PUBLIC WORKS INTERNET	267.00
		16-84600	Lease/Rental	CITY HALL INTERNET	1,146.99
	VERIZON WIRELESS	16-84700	Telephone	MONTHLY CHARGES	208.30
		16-84700	Telephone	MONTHLY CHARGES	248.33
	VISA	16-84200	Building Maintenance	CABLING FOR CITY HALL	50.00
		16-84000	Equipment Maintenanc	MOBILE PROTECTION	66.96
		16-84000	Equipment Maintenanc	MOBILE CHARGERS	137.15
		16-84000	Equipment Maintenanc	AMAZON PURCHASES	32.65
		16-84000	Equipment Maintenanc	AMAZON PURCHASES	12.87
	TOTAL WIRELESS DATA INC	16-84000	Equipment Maintenanc	PD WIRELESS ROUTERS	2,302.89
	AT&T 831-001-0000 521	16-84700	Telephone	MONTHLY CHARGES	45.63
	ID SPECIALISTS INC	16-83000	Material Supplies	ID CARD	24.50
	SAINTS OCCUPATIONAL HEALTH	16-81200	Medical Expenses	DRUG SCREEN/PHYSICAL	90.00
	SOFTWARE HOUSE INTERNATIONAL	16-84000	Equipment Maintenanc	WIRELESS SOFTWARE RENEWAL	1,292.71
				TOTAL:	5,925.98

FUND: Municipal Authority

DEPARTMENT	VENDOR NAME		GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	MISC VENDOR	DUTCHER, MAR	00-34150	Utility Refunds	01-00150-04	170.01
		FRANK, KERMI	00-34150	Utility Refunds	02-00016-07	0.46
		BANES, AUDRE	00-34150	Utility Refunds	02-00662-07	131.06
		KIRKENDALL,	00-34150	Utility Refunds	04-00022-08	222.25
					TOTAL:	523.78
Municipal Authority	TRAVIS VOICE & DATA		12-84700	Telephone	MONTHLY CHARGES	25.99
	VALVOLINE OIL CHANGE		12-84100	Vehicle Maintenance	OIL CHANGE	206.54
			12-84100	Vehicle Maintenance	OIL CHANGE	164.05
	CITY OF THE VILLAGE		12-87700	OKC Sewer Charges	SEWER CHARGES	536.00
	WAL-MART #9502		12-83000	Materials & Supplies	WATER	65.75
	WESTLAKE HARDWARE		12-83000	Materials & Supplies	HARDWARE	29.57
	TPSI		12-84950	Printing & Processin	UTILITY LATE NOTICES	107.53
			12-84950	Printing & Processin	UNTILITY INVOICES NOV 24	1,462.74
	ACCURATE ENVIRONMENT		12-83400	Lab Chemicals	TESTING	1,400.00
			12-84550	Water Quality Testin	WATER QUALITY	120.00
			12-83400	Lab Chemicals	SUPPLIES	288.94
	PERFECTION TRUCK PARTS & EQU		12-84100	Vehicle Maintenance	NHMA	1,735.00
			12-84100	Vehicle Maintenance	PARTS FOR TYS TRUCK	827.00
	VERIZON WIRELESS		12-84700	Telephone	MONTHLY CHARGES	778.59
			12-84700	Telephone	MONTHLY CHARGES	778.67
	US FLEET TRACKING		12-84100	Vehicle Maintenance	VEHICLE TRACKING	269.55
	RAM PRODUCTS INC		12-83000	Materials & Supplies	CHEMICALS	172.68
	PEOPLE'S CHURCH, INC		12-84650	Lease Agreements	GROUNDWATER LEASE	2,097.38
	VISA		12-83700	Misc Supplies	PIKEPASS	0.90
	VISA		12-83000	Materials & Supplies	APPLE DEVICE FOR PUBLIC W	98.00
	PETROLEUM TRADERS CORPORATIO		12-84900	Fuel	FUEL	3,146.92
			12-84900	Fuel	FUEL DIESL	320.19
	CINTAS CORP. #064		12-81100	Uniform Rental	PUBLIC WORKS UNIFORMS	911.89
	CITY OF OKLAHOMA CITY		12-87700	OKC Sewer Charges	MONTHLY CHARGES	71,468.17
	CAPITAL ONE/NORTHERN TOOL &		12-83000	Materials & Supplies	BATTERY	271.97
	FINLEY & COOK CERTIFIED PUBL		12-86400	Auditing Fees	FINANCIAL STATEMENT AUDIT	5,500.00
	AT&T 287307218639		12-84700	Telephone	FIRST NET PUBLIC WORKS	1,167.16
	TOTAL EQUIPMENT & RENTAL OF		12-84000	Equipment Maintenanc	MAINTENANCE	1,350.44
	MADISON TURF FARMS LLC		12-83000	Materials & Supplies	SOD	64.00
	CIVICPLUS LLC		12-84600	Equipment Rental	FORMS & APPS	1,000.41
	PRAIRIE DIRT SOLUTIONS		12-83000	Materials & Supplies	TOP SOIL	456.00
	VISA		12-84000	Equipment Maintenanc	WELD	75.00
			12-84100	Vehicle Maintenance	WINSHIELD	1,200.00
	TAYLOR SUDDEN SERVICE INC		12-84000	Equipment Maintenanc	GENERATOR MAINTENANCE	1,338.00
			12-84000	Equipment Maintenanc	GENERATOR MAINTENANCE	1,394.00
			12-84000	Equipment Maintenanc	GENERATOR MAINTENANCE	1,394.00
			12-84000	Equipment Maintenanc	GENERATOR MAINTENANCE	1,336.00
			12-84000	Equipment Maintenanc	GENERATOR MAINTENANCE	1,336.00
			12-84000	Equipment Maintenanc	GENERATOR MAINTENANCE	1,336.00
			12-84000	Equipment Maintenanc	GENERATOR MAINTENANCE	2,456.00
	T-MOBILE USA INC		12-84100	Vehicle Maintenance	TRACKER GPS	56.00
	CRAWFORD & ASSOCIATES PC		12-86400	Auditing Fees	PROFESSIONAL SERVICES	2,200.00
	HOME DEPOT		12-83000	Materials & Supplies	TAPE FOR WIRE	217.97
			12-83000	Materials & Supplies	TAPE FOR WIRE	154.90
			12-83000	Materials & Supplies	SUPPLIES	262.93
			12-83000	Materials & Supplies	SUPPLIES	63.91
	INTERSTATE BATTERY SUPPLY		12-83000	Materials & Supplies	BATTIES	156.95
	ICM INC		12-83000	Materials & Supplies	PAINT	225.00

FUND: Municipal Authority

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
		12-83000	Materials & Supplies	DEODORIZING BLOCKS	720.00
	LOCKE SUPPLY CO	12-83000	Materials & Supplies	SUPPLIES	227.10
	SAINTS OCCUPATIONAL HEALTH	12-81200	Medical Exams	DRUG SCREENS	144.00
	OG&E	12-84800	Utilities	MONTHLY CHARGES	104.41
		12-84800	Utilities	MONTHLY CHARGES	6,176.88
		12-84800	Utilities	MONTHLY CHARGES	3,308.69
		12-84800	Utilities	MONTHLY CHARGES	1,868.04
		12-84800	Utilities	MONTHLY CHARGES	22,545.32
		12-84800	Utilities	MONTHLY CHARGES	646.23
		12-84800	Utilities	MONTHLY CHARGES	1,577.96
	OK CONTRACTORS SUPPLY	12-83000	Materials & Supplies	PARTS FOR METERS	170.00
		12-83000	Materials & Supplies	WATER PARTS	377.00
		12-83000	Materials & Supplies	SUPPLIES	1,140.00
		12-83000	Materials & Supplies	TY	558.00
		12-83000	Materials & Supplies	PARTS	335.00
		12-83000	Materials & Supplies	RESTOCK	1,205.00
		12-83000	Materials & Supplies	RESTOCK	1,340.00
	ONG	12-84800	Utilities	MONTHLY CHARGES	173.79
		12-84800	Utilities	MONTHLY CHARGES	175.18
		12-84800	Utilities	MONTHLY CHARGES	45.71
		12-84800	Utilities	MONTHLY CHARGES	174.49
		12-84800	Utilities	MONTHLY CHARGES	32.43
	OREILLY AUTOMOTIVE STORES IN	12-83000	Materials & Supplies	TOOL	31.98
				TOTAL:	155,101.90

FUND: General Fund - CIP

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
Fire Department	SUTPHEN CORPORATION	07-88150	FIRE TRUCK RESERVE	AERIAL LADDER TRUCK	615,009.06
	CASCO INDUSTRIES INC	07-88500	Capital Imp-Equipmen	DUAL CERT BOOTS	7,566.00
				TOTAL:	622,575.06
Information Systems	VERIZON WIRELESS	16-88300	Capital Imp-Computer	IPADS FOR PUBLIC WORKS	4,799.95
				TOTAL:	4,799.95

FUND: Designated Funds-Par

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
Parks Department	HOWARD-FAIRBAIRN SITE DESIGN	11-88600	Redbud Park	REDBUD PARK DESIGN	25,500.00
				TOTAL:	25,500.00

FUND: General Obligation B

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
2021 GO Bond	SMITH ROBERTS BALDISCHWILER	91-98550	Water Projects	WC-2101 Water Treatment	8,666.90
	LANDMARK CONSTRUCTION GROUP,	91-98550	Water Projects	WC-2101 WATER TREATMENT	217,727.12
				TOTAL:	226,394.02
2022 GO Bond	SMITH ROBERTS BALDISCHWILER	92-99800	Expenses paid from I	MISC GO BOND ENGINEERING	877.50
	TYLER TECHNOLOGIES INC	92-99450	Technology	CONTENT MANAGEMENT MODULE	250.00
				TOTAL:	1,127.50
2023 GO BOND	SMITH ROBERTS BALDISCHWILER	93-97550	Paving Projects	PC-2401 6600-6800 E GRAND	11,363.40
		93-97550	Paving Projects	PC-2302 ENGINEERING	2,775.43
	SUTPHEN CORPORATION	93-99700	Fire Projects	AERIAL LADDER TRUCK	55,117.88
	TANGENT	93-99450	Technology Projects	SQL SOFTWARE FOR PROJECT	7,548.00
	CGC, LLC	93-97550	Paving Projects	PC-2401 EAST GRAND PAVING	330,681.87
	ECS SOUTHWEST LLP	93-97550	Paving Projects	PC-2302 TESTING	1,185.00
	RUDY CONSTRUCTION CO.	93-97550	Paving Projects	PC-2302 PAVING	246,105.74
				TOTAL:	654,777.32
2024 GO BOND	SMITH ROBERTS BALDISCHWILER	94-97550	PAVING PROJECTS	PC-2403	16,237.80
	OKIE RENTS	94-98950	Park Projects	RENTAL	1,250.18
	DAVID STOOPS ELECTRIC	94-98950	Park Projects	MAINTENANCE	1,550.82
		94-98950	Park Projects	MAINTENANCE	3,115.15
		94-98950	Park Projects	MAINTENANCE	1,192.00
		94-98950	Park Projects	MAINTENANCE	545.19
				TOTAL:	23,891.14

=============== FUND TOTALS ================

01	General Fund	245,538.13
06	Municipal Authority	155,625.68
07	General Fund - CIP	627,375.01
20	Designated Funds-Parks	25,500.00
80	General Obligation Bonds	906,189.98
	GRAND TOTAL:	1,960,228.80

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: 10/01/2024 THRU 10/31/2024
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

SRB
ENGINEERING | SURVEYING | PLANNING
SMITH ROBERTS BALDISCHWILER, LLC

October 29, 2024

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

RE: AMENDMENT NO. 1 (FINAL)
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
Amendment No. 1:	($2,790.29)
Final Contract Amount:	$1,064,474.71

Dear Mayor and City Council:

Enclosed please find **Amendment No. 1 (Final)** on the above referenced project in the amount of **($2,790.29)** which brings the final contract amount to **$1,064,474.71.** We have verified the quantities and recommend approval. Please place this item on the next available council docket for payment consideration.

Sincerely,

Smith Roberts Baldischwiler, LLC

Grady Wade

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

cc: File #116002I
Enclosure

OKLAHOMA CITY | 100 N.E. 5TH STREET, OKLAHOMA CITY, OK 73104 | PHONE: (405) 840-7094 | FAX: (405) 840-9116
NORMAN | 3201 S. BERRY ROAD STE. 100-110, NORMAN, OK 73072 | PHONE: (405) 418-2288 | FAX: (405) 418-2289
WWW.SRBOK.COM

AMENDMENT NO. 1
Nichols Hills 2023 G.O. Bond Issue Paving Improvements
1100 Block of Bedford Dr., 7000 Block of Waverly Ave. the 6800 Block of Trenton Rd.
PC-2302
October 29, 2024

I. SCOPE

The scope of this AMENDMENT is to reconcile original contract quantities with actual construction quantities.

II. JUSTIFICATION

Conditions encountered in the field resulted in the need for the adjustment of these quantities in order to complete the project.

III. COST

AMENDMENT NO. 1

Item No.	Contract Quanitity	Amended Quantity	Total Quantity	Description	Unit	Unit Cost	Total Cost
1	917.00	-2.80	914.20	AGGREGATE BASE (TYPE A) W/EXCAVATION (8")	CY	$145.00	($406.00)
2	400.00	146.77	546.77	AGGREGATE BASE (TYPE A) W/EXCAVATION (6")	CY	$110.00	$16,145.22
3	4,220.00	64.65	4,284.65	PORTLAND CEMENT CONCRETE PAVEMENT (6")	SY	$80.00	$5,172.00
4	901.00	10.85	911.85	FIBER REINFORCED CONCRETE PAVEMENT (5")	SY	$90.00	$976.50
5	3,375.00	-452.50	2,922.50	INTEGRAL CURB (6" BARRIER)	LF	$10.00	($4,525.00)
6	19.00	7.00	26.00	CAST IRON CURB HOOD (R-3262)(SP)	EA	$500.00	$3,500.00
10	10.00	-0.77	9.23	WATER SERVICE LINE LONG (2")	EA	$4,600.00	($3,548.44)
11	4.00	-4.00	-	REMOVE AND RESET SIGN	EA	$750.00	($3,000.00)
12	1,400.00	222.00	1,622.00	REMOVE & RESET LAWN IRRIGATION PIPE (1/2" TO 2" DIA. PVC)	LF	$12.00	$2,664.00
13	140.00	-23.00	117.00	REMOVE & RESET LAWN IRRIGATION HEAD	EA	$60.00	($1,380.00)
18	2.00	0.50	2.50	RELOCATE WATER METER	EA	$1,500.00	$750.00
19	2.00	3.780	5.780	REMOVE SIDEWALK (CONCRETE/STONE/BRICK)	SY	$50.00	$189.00
20	4,773.00	245.100	5,018.100	STREET PAVEMENT REMOVAL	SY	$15.00	$3,676.50
21	371.00	-181.58	189.42	REMOVE DRIVEWAY (CONCRETE)	SY	$15.00	($2,723.70)
22	5,495.00	0.21	5,495.21	SEPERATOR FABRIC FOR BASES (SP)	SY	$3.00	$0.63
23	400.00	-400.00	-	GEOGRID FOR BASES	SY	$8.00	($3,200.00)
24	2.00	3.78	5.78	SIDEWALK (VARIABLE WIDTH)	SY	$250.00	$945.00
25	306.00	-106.93	199.07	6" P.C. CONCRETE DRIVEWAY (HES)	SY	$100.00	($10,693.00)
26	3,101.00	-120.72	2,980.28	6" PERFORATED PIPE UNDERDRAIN (COMPLETE IN PLACE)	LF	$25.00	($3,018.00)
27	85.00	-58.00	27.00	6" NON-PERF. PIPE UNDERDRAIN (COMPLETE IN PLACE)	LF	$25.00	($1,450.00)
29	1.00	-1.00	-	TREE REMOVAL	EA	$1,500.00	($1,500.00)
30	91.00	-91.00	-	ROCK BAG INLET BARRIER	LF	$15.00	($1,365.00)
					TOTAL AMENDMENT NO. 1:		**($2,790.29)**

AMENDMENT NO. 1	($2,790.29)	0.26% Decrease
ORIGINAL CONTRACT AMOUNT	$1,067,265.00	
REVISED CONTRACT AMOUNT	**$1,064,474.71**	0.26% Decrease

AMENDMENT NO. 1
Nichols Hills 2023 G.O. Bond Issue Paving Improvements
1100 Block of Bedford Dr., 7000 Block of Waverly Ave. the 6800 Block of Trenton Rd.
PC-2302
October 29, 2024

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

The above and foregoing is hereby approved this 10 day of OCT, 2024, and the undersigned agrees to perform the work at the price indicated.

ATTEST:

Asst Secretary

SHERRY NAUNI NOTARY # 05002030 EXP. 02/25/25 PUBLIC STATE OF OKLAHOMA

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

Aaron Urton

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

ENGINEERING | SURVEYING | PLANNING
SMITH ROBERTS BALDISCHWILER, LLC

May 31, 2024

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

RE: PAY ESTIMATE NO. 1
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.:	$106,132.39
Paid to Date:	$0.00
Amount Remaining:	$1,067,265.00
Current Amount Due:	**$106,132.39**

Dear Mayor and City Council:

Enclosed please find **Progressive Estimate No. 1** on the above referenced project in the amount of **$106,132.39.** 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) $106,132.39

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

Sincerely,

Smith Roberts Baldischwiler, LLC

Grady Wade

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

cc: File #116002I
Enclosure

OKLAHOMA CITY | 100 N.E. 5TH STREET, OKLAHOMA CITY, OK 73104 | PHONE: (405) 840-7094 | FAX: (405) 840-9116
NORMAN | 3201 S. BERRY ROAD STE. 100-110, NORMAN, OK 73072 | PHONE: (405) 418-2288 | FAX: (405) 418-2289
WWW.SRBOK.COM

PROGRESSIVE ESTIMATE NO. 1

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: 4/8/2024 To: 4/30/2024
Notice to Proceed: 4/8/2024
Project Duration: 150 Calendar Days
Days Used: 22
Days Remain'g: 128

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	146.18	0.00	146.18	$145.00	$21,196.10	15.94
2	AGGREGATE BASE (TYPE A) W/EXCAVATION (6")	CY	400.00	6.93	0.00	6.93	$110.00	$762.30	1.73
3	PORTLAND CEMENT CONCRETE PAVEMENT (6")	SY	4,220.00	756.52	0.00	756.52	$80.00	$60,521.60	17.93
4	FIBER REINFORCED CONCRETE PAVEMENT (5")	SY	901.00	0.00	0.00	0.00	$90.00	$0.00	0.00
5	INTEGRAL CURB (6" BARRIER)	LF	3,375.00	412.75	0.00	412.75	$10.00	$4,127.50	12.23
6	CAST IRON CURB HOOD (R-3262)(SP)	EA	19.00	3.00	0.00	3.00	$500.00	$1,500.00	15.79
7	DESIGN 2-0 INLET COMPLETE IN PLACE	EA	2.00	0.00	0.00	0.00	$7,500.00	$0.00	0.00
8	ADDITIONAL HOODS	EA	22.00	0.00	0.00	0.00	$300.00	$0.00	0.00
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	10.00	0.00	0.00	0.00	$4,600.00	$0.00	0.00
11	REMOVE AND RESET SIGN	EA	4.00	0.00	0.00	0.00	$750.00	$0.00	0.00
12	REMOVE & RESET LAWN IRRIGATION PIPE (1/2" TO 2" DIA. PVC)	LF	1,400.00	0.00	0.00	0.00	$12.00	$0.00	0.00
13	REMOVE & RESET LAWN IRRIGATION HEAD	EA	140.00	0.00	0.00	0.00	$60.00	$0.00	0.00
14	COLOR AUDIO/VIDEO RECORDING, PRE & POST CONSTRUCTION (RECORDED DIGITALLY ON DVD)	LS	1.00	0.50	0.00	0.50	$1,000.00	$500.00	50.00
15	CONSTRUCTION STAKING	LS	1.00	0.10	0.00	0.10	$12,000.00	$1,200.00	10.00
16	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	LS	1.00	0.10	0.00	0.10	$25,000.00	$2,500.00	10.00
17	MOBILIZATION	LS	1.00	0.10	0.00	0.10	$40,000.00	$4,000.00	10.00
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	747.35	0.00	747.35	$15.00	$11,210.25	15.66
21	REMOVE DRIVEWAY (CONCRETE)	SY	371.00	13.37	0.00	13.37	$15.00	$200.55	3.60
22	SEPERATOR FABRIC FOR BASES (SP)	SY	5,495.00	887.67	0.00	887.67	$3.00	$2,663.01	16.15
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	13.37	0.00	13.37	$100.00	$1,337.00	4.37
26	6" PERFORATED PIPE UNDERDRAIN (COMPLETE IN PLACE)	LF	3,101.00	0.00	0.00	0.00	$25.00	$0.00	0.00
27	6" NON-PERF. PIPE UNDERDRAIN (COMPLETE IN PLACE)	LF	85.00	0.00	0.00	0.00	$25.00	$0.00	0.00
28	SOLID SLAB SODDING	LS	1.00	0.00	0.00	0.00	$15,000.00	$0.00	0.00
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:	$111,718.31
MATERIAL ON HAND:	$0.00
TOTAL TO DATE:	$111,718.31
LESS 5% RETAINAGE:	$5,585.92
DIFFERENCE:	$106,132.39
SUBTOTAL:	$106,132.39
LESS PREVIOUS PAYMENTS:	$0.00
CONTRACT AMOUNT DUE THIS ESTIMATE:	$106,132.39

AFFIDAVIT OF CLAIMANT:
STATE OF OKLAHOMA, COUNTY OF OKLAHOMA:

________________________, 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.

Shannon Atkins

Rudy Construction Co.
Project Manager

Subscribed and sworn to before me May 21

Notary Public, Clerk or Judge

My Commission Expires: 6/23/27

ANGELICA ESPINOSA NOTARY # 23008471 EXP. 06/23/27 PUBLIC STATE OF OKLAHOMA

CERTIFICATE OF ENGINEER:

I certify that this estimate of $106,132.39 on this contract is correct, due and payable under the terms of this contract.

SMITH ROBERTS BALDISCHWILER, LLC

BY: Grady 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

SMITH ROBERTS BALDISCHWILER, LLC
ENGINEERING | SURVEYING | PLANNING

October 29, 2024

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

RE: PAY ESTIMATE NO. 2
Nichols Hills Project No. PC-2401
2024 G.O. Bond Issue Paving Improvements to the 6600, 6700 & 6800 Blocks of East Grand Blvd.

Contractor:	CGC, LLC
Original Contract Amount:	$1,292,142.00
Current Contract Amount:	$1,292,142.00
Claims to Date Less Ret.:	$394,521.87
Paid to Date:	$63,840.00
Amount Remaining:	$1,228,302.00
Current Amount Due:	**$330,681.87**

Dear Mayor and City Council:

Enclosed please find **Progressive Estimate No. 2** on the above referenced project in the amount of **$330,681.87.** 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) $330,681.87

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

Sincerely,

Smith Roberts Baldischwiler, LLC

Grady Wade

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

cc: File #116002J
Enclosure

OKLAHOMA CITY | 100 N.E. 5TH STREET, OKLAHOMA CITY, OK 73104 | PHONE: (405) 840-7094 | FAX: (405) 840-9116
NORMAN | 3201 S. BERRY ROAD STE. 100-110, NORMAN, OK 73072 | PHONE: (405) 418-2288 | FAX: (405) 418-2289
WWW.SRBOK.COM

PROGRESSIVE ESTIMATE NO. 2

Nichols Hills 2024 G.O. Bond Issue Paving Improvements
6600, 6700, & 6800 Blocks of East Grand Boulevard

PC-2401

CGC, LLC
101 West 5th Street
Edmond, OK 73003

From: 9/1/2024 To: 9/30/2024
Notice to Proceed: 8/19/2024
Project Duration: 150 Calendar Days
Days Used: 40
Days Remain'g: 110

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 (6")	CY	1,980.00	1,105.34	0.00	1,105.34	$115.00	$127,114.10	55.83
2	AGGREGATE BASE (TYPE A) W/EXCAVATION	CY	400.00	44.72	0.00	44.72	$105.00	$4,695.60	11.18
3	PORTLAND CEMENT CONCRETE PAVEMENT (6")	SY	253.00	0.00	0.00	0.00	$80.00	$0.00	0.00
4	PORTLAND CEMENT CONCRETE PAVEMENT (8")	SY	27.00	0.00	0.00	0.00	$162.00	$0.00	0.00
5	ASPHALT CONCRETE S4 (PG 64-22)	TON	1,231.00	0.00	0.00	0.00	$128.00	$0.00	0.00
6	ASPHALT CONCRETE S3 (PG 64-22)	TON	2,190.00	1,155.91	0.00	1,155.91	$128.00	$147,956.48	52.78
7	REMOVE & REPLACE CURB AND GUTTER (2'-8") (6" BARRIER)	LF	73.00	0.00	0.00	0.00	$100.00	$0.00	0.00
8	INTEGRAL CURB (6" BARRIER)	LF	104.00	0.00	0.00	0.00	$12.00	$0.00	0.00
9	CONC. CURB & GUTTER (6" MOUNTABLE)	LF	3,712.00	0.00	0.00	0.00	$25.00	$0.00	0.00
10	TACK COAT	GAL	685.00	0.00	0.00	0.00	$2.00	$0.00	0.00
11	CAST IRON CURB HOOD (R-3262)(SP)	EA	36.00	0.00	0.00	0.00	$500.00	$0.00	0.00
12	WATER LINE LOWERING (6" WATER MAIN)	EA	2.00	0.00	0.00	0.00	$13,000.00	$0.00	0.00
13	WATER SERVICE LINE LONG (2")	EA	10.00	0.00	0.00	0.00	$4,500.00	$0.00	0.00
14	REMOVE AND RESET SIGN	EA	16.00	0.00	0.00	0.00	$750.00	$0.00	0.00
15	REMOVE & RESET LAWN IRRIGATION PIPE (1/2" TO 2" DIA. PVC)	LF	880.00	0.00	0.00	0.00	$11.00	$0.00	0.00
16	REMOVE & RESET LAWN IRRIGATION HEAD	EA	122.00	0.00	0.00	0.00	$60.00	$0.00	0.00
17	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
18	CONSTRUCTION STAKING	LS	1.00	0.25	0.10	0.35	$12,000.00	$4,200.00	35.00
19	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	LS	1.00	0.25	0.10	0.35	$30,000.00	$10,500.00	35.00
20	MOBILIZATION	LS	1.00	0.50	0.50	1.00	$35,000.00	$35,000.00	100.00
21	ADJUST EXIST. STRUCTURE (MANHOLE)	EA	1.00	0.00	0.00	0.00	$900.00	$0.00	0.00
22	ADJUST EXIST. STRUCTURE (INLET)	EA	6.00	0.00	0.00	0.00	$750.00	$0.00	0.00
23	STREET PAVEMENT REMOVAL	SY	10,091.00	2,500.00	5,000.00	7,500.00	$9.00	$67,500.00	74.32
24	REMOVE DRIVEWAY (CONCRETE)	SY	312.00	0.00	0.00	0.00	$15.00	$0.00	0.00
25	SEPARATOR FABRIC FOR BASES (SP)	SY	11,881.00	5,940.00	0.00	5,940.00	$3.00	$17,820.00	50.00
26	GEOGRID FOR BASES	SY	400.00	0.00	0.00	0.00	$8.00	$0.00	0.00
27	6" P.C. CONCRETE DRIVEWAY (HES)	SY	285.00	0.00	0.00	0.00	$95.00	$0.00	0.00
28	6" PERFORATED PIPE UNDERDRAIN (COMPLETE IN PLACE)	LF	3,676.00	0.00	0.00	0.00	$20.00	$0.00	0.00
29	SOLID SLAB SODDING	LS	1.00	0.00	0.00	0.00	$15,000.00	$0.00	0.00
30	TREE REMOVAL	EA	1.00	0.00	0.00	0.00	$1,500.00	$0.00	0.00
31	ROCK BAG INLET BARRIER	LF	159.00	0.00	0.00	0.00	$15.00	$0.00	0.00
32	CURB INLET SEDIMENT FILTER	EA	8.00	0.00	0.00	0.00	$250.00	$0.00	0.00

ORIGINAL CONTRACT AMOUNT: $1,292,142.00

CHANGES TO DATE:
Amendment No. 1 **$0.00**
Change Order No. 1 *$0.00*

CURRENT CONTRACT AMOUNT: $1,292,142.00

TOTAL AMOUNT OF WORK TO DATE:	$415,286.18
MATERIAL ON HAND:	$0.00
TOTAL TO DATE:	$415,286.18
LESS 5% RETAINAGE:	$20,764.31
DIFFERENCE:	$394,521.87
SUBTOTAL:	$394,521.87
LESS PREVIOUS PAYMENTS:	$63,840.00
CONTRACT AMOUNT DUE THIS ESTIMATE:	$330,681.87

AFFIDAVIT OF CLAIMANT:
STATE OF OKLAHOMA, COUNTY OF OKLAHOMA:

____________________, 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.

CGC, LLC
Project Manager

Subscribed and sworn to before me Oct 8, 2024.

Notary Public, Clerk or Judge

My Commission Expires: 8-15-2028

HEIDI BREWER
Notary Public, State of Oklahoma
Commission # 12007700
My Commission Expires 08-15-2028

CERTIFICATE OF ENGINEER:

I certify that this estimate of $330,681.87 on this contract is correct, due and payable under the terms of this contract.

SMITH ROBERTS BALDISCHWILER, LLC

BY: Grady 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

SMITH ROBERTS BALDISCHWILER, LLC
ENGINEERING | SURVEYING | PLANNING

October 31st, 2024

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

RE: PAY ESTIMATE NO. 7
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:	$3,557,158.00
Claims to Date Less Ret.:	$2,374,848.36
Paid to Date:	$2,157,121.24
Amount Remaining:	$1,400,036.76
Current Amount Due:	**$217,727.12**

Dear Mayor and City Council:

Enclosed please find **Progressive Estimate No. 7** on the above referenced project in the amount of **$217,727.12.** 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) .... $**217,727.12**

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

Sincerely,

Smith Roberts Baldischwiler, LLC

Grady Wade

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

cc: File #116003A
Enclosure

PROGRESSIVE ESTIMATE NO. 7

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: 9/1/2024 To: 9/30/2024
Notice to Proceed: 3/25/2024
Project Duration: 180 Calendar Days
Days Used: 148
Days Remain'g: 32

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	30.60	0.00	30.60	$60.00	$1,836.00	85.00
2	PORTLAND CEMENT CONCRETE PAVEMENT (6")	SY	100.00	40.00	0.00	40.00	$80.00	$3,200.00	40.00
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	0.00	35.00	35.00	$110.00	$3,850.00	100.00
5	STRUCTURAL CONCRETE	CY	27.00	0.00	27.00	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	0.00	5.00	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	0.00	1.00	1.00	$1,850.00	$1,850.00	100.00
14	6" PVC (SEWER PIPE)	LF	484.00	0.00	170.00	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	0.75	0.75	$2,184,000.00	$1,638,000.00	75.00
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	0.00	0.64	0.64	$968,940.15	$620,121.70	64.00
26	OPERATION AND MAINTENANCE (O&M) MANUAL	LS	1.00	0.00	0.00	0.00	$4,000.00	$0.00	0.00
C1.1	METAL INTAKE LOUVERS	LS	1.00	1.00	0.00	1.00	$20,673.00	$20,673.00	100.00
C2.1	WATERLINE FITTINGS	LS	1.00	0.00	1.00	1.00	$38,485.00	$38,485.00	100.00

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:	$2,499,840.38
MATERIAL ON HAND:	$0.00
TOTAL TO DATE:	$2,499,840.38
LESS 5% RETAINAGE:	$124,992.02
DIFFERENCE:	$2,374,848.36
SUBTOTAL:	$2,374,848.36
LESS PREVIOUS PAYMENTS:	$2,157,121.24
CONTRACT AMOUNT DUE THIS ESTIMATE:	$217,727.12

AFFIDAVIT OF CLAIMANT:
STATE OF OKLAHOMA, COUNTY OF OKLAHOMA:

Rod 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 Oct. 30, 20 24.

Notary Public, Clerk or Judge Carolyn Cheadle

My Commission Expires: 7/24/25

CAROLYN CHEADLE
NOTARY
13006723
EXP. 07/24/25
PUBLIC
STATE OF OKLAHOMA

CERTIFICATE OF ENGINEER:

I certify that this estimate of $217,727.12 on this contract is correct, due and payable under the terms of this contract.

SMITH ROBERTS BALDISCHWILER, LLC

BY: Grady 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

HFSD, Inc.

3100 NW 149th St
Oklahoma City, OK 73134 US
showard@hfsd.org

INVOICE

BILL TO
City of Nichols Hills
6407 Avondale Dr.
Attn: Shane Pate, City Manager
Nichols Hills, OK 73116

INVOICE	8495A
DATE	11/07/2024
TERMS	Due on recpt

PROJECT NAME
Redbud Park

DESCRIPTION	QTY	DUE	RATE	AMOUNT
Landscape Architectural services for the Redbud Park & West Grand Blvd Trail Extensions Project				0.00
				0.00
Task 1 - Conceptual Design	0		59,250.00	0.00
Task 2 - Construction Documents	0.272	25,500.00 of 93,750.00	93,750.00	25,500.00
Task 3 - Bid Phase	0		7,500.00	0.00
Task 4 - Construction Admin/Observation	0		27,000.00	0.00

Previously Invoiced:
Task 1 - PAID $59,250.00 of 59,250.00
Task 2 - PAID $26,250.00 of 93,750.00

SUBTOTAL	25,500.00
TAX (0)	0.00
TOTAL	25,500.00
BALANCE DUE	**$25,500.00**

RESOLUTION

(No. 1565)

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 12th day of November, 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	
Board of Park Commissioners – Cancellation Notice	October 8, 2024
Nichols Hills Municipal Authority	October 8, 2024
City Council	October 8, 2024
Building Commission	October 15, 2024
Building Commission	September 17, 2024
Environment, Health and Sustainability Commission	October 23, 2024
City Council	October 28, 2024
Planning Commission	November 5, 2024
Nichols Hills Centennial Committee	November 5, 2024
Agreements and Contracts	
BOK Financial Securities Engagement Letter	October 8, 2024
Tyler Technologies – Content Management	September 12, 2024
Oklahoma County Board of County Commissioners – Bedford Street Maintenance	October 8, 2024
Bond Counsel	October 8, 2024
S&P Global	October 14, 2024
Waterline 11 Relocation Agreement	September 10, 2024
Bank Statements and Reconciliations	
Global Payments	September 30, 2024
Close Health SWEEP Account	October 2, 2024
Health Insurance Account	October 31, 2024
Sinking Fund	October 31, 2024
2020 GO Bond	October 31, 2024
2021 GO Bond	October 31, 2024
2022 GO Bond	October 31, 2024
2023 GO Bond	October 31, 2024
2024 GO Bond	October 31, 2024
Pooled Cash	October 31, 2024
Utility Deposit	October 31, 2024
Court Bond Account	October 31, 2024
Flex Claims	October 31, 2024
Global Payments	October 31, 2024
BOK	October 31, 2024

Certificates of Deposit, T-Bills and Withdrawals

2022 GO Bond T-Bill BancFirst	September 12, 2024

Certificates of Insurance

CHEROKEE PLUMBING LLC	October 31, 2024
MORTON BUILDINGS	October 31, 2024
G&S SIGN SERVICES LLC	October 31, 2024
SCAPES	October 31, 2024
ELSTON HEAT & AIR LLC	October 31, 2024
MONTICELLO CABINETS & DOORS	October 31, 2024
A & A MECHANICAL INC	October 31, 2024
WRENCH OKC, LLC DBA COMFORT WAVE	October 31, 2024
DELTA ELECTRICAL	October 31, 2024
ADVANTAGE PLUMBING HEATING & COOLING LLC	October 31, 2024
SALAZAR ROOFING AND CONSTRUCTION INC	October 31, 2024
RED RIVER ROOFING SIDING & WINDOWS	October 31, 2024
CTC CONSTRUCTION LLC	October 31, 2024
APEX POOLS	October 31, 2024
ADVANCED TRADING HOLDINGS INC	October 31, 2024
HIGH DEFINITION LAWN & LANDSCAPE LLC	October 31, 2024
SONWARD CONSTRUCTION LLC	October 31, 2024
D & E CUSTOM CURB LLC	October 31, 2024
GJW ASSCOIATES LLC	October 31, 2024
JENCO ROOFING & SHEET METAL INC	October 31, 2024
RUDY CONSTRUCTION	October 31, 2024

Citations

Court Citations	July 3, 2024
Court Citations	July 17, 2024
Court Warnings	July 2024
Court Citations	August 7, 2024
Court Citations	August 21, 2024
Court Warnings	August 2024

Collateral – Letters of Credit – Certificates of Deposit

Pledging Report – First National Bank of Oklahoma	September 30, 2024
Collateral Listing – First Fidelity Bank	September 30, 2024
BancFirst Collateral Release	October 21, 2024
First National Bank - Collateral Release	October 24, 2024
First Nation Bank - Securities Pledge	October 24, 2024
First National Bank – Pledging Report	October 31, 2024
Investment Portfolio Pledged Securities – BancFirst	October 31, 2024
Pledge Inventory Report – First Fidelity Bank	October 31, 2024
Irrevocable Letter of Credit – MidFirst Bank	November 6, 2024

Contractor Registration /Renewal

SERVICE PRO PLUMBING LLC	October 31, 2024
BEST DEAL PLUMBING	October 31, 2024
JUSTICE COMMERCIAL ROOFING LLC	October 31, 2024
RAMIREZ ROOFING	October 31, 2024
ROOFING 101	October 31, 2024
SPENCER ELECTRIC	October 31, 2024
PHI PLUMBING	October 31, 2024
INSIGHT ELECTRIC LLC - BRIAN TALLEY	October 31, 2024
DELTA ELECTRIC CONTRACTORS	October 31, 2024
PROFESSIONAL TREE CARE	October 31, 2024
AQUA WELL DRILLING	October 31, 2024
INSIGHT ELECTRIC LLC - BRIAN TALLEY	October 31, 2024
DELTA ELECTRIC CONTRACTORS	October 31, 2024
TREE TRIMMER REGISTRATION	October 31, 2024
BLUESTONE HILLS LANDSCAPE & CONSTRUCTION	October 31, 2024
BOWERS CONSTRUCTION	October 31, 2024
SHARPER IMAGE LAWN & LANDSCAPE	October 31, 2024
ICEMAN MECHANICAL	October 31, 2024
DOYLES ELECTRIC LLC	October 31, 2024
REFINE RESTORATION LLC	October 31, 2024
HINTON REFRGERATION	October 31, 2024
AIRE SERVE OF OKC	October 31, 2024
STANLEY PLUMBING SERVICES	October 31, 2024
MR SPARKY - JAMES HAGAN	October 31, 2024
ALL AMERICAN ROOFING	October 31, 2024
AM FENCE	October 31, 2024
NATHAN SNYDER ELECTRIC LLC	October 31, 2024
GOODMAN CONSTRUCTION LLC	October 31, 2024
CLASSIC POOLS INC	October 31, 2024
KENNEDY ROOFING AND CONSTRUCTION	October 31, 2024
R&B TURF & TREE INC	October 31, 2024
JESCO ELECTRIC INC	October 31, 2024
SOONER PLUMBING CO	October 31, 2024
PRONTO HEATING & AIR	October 31, 2024
H&H PLUMBING	October 31, 2024
PLEASANT POOLS SUPPLY CORPORATION	October 31, 2024
PATNODE MASONRY INC	October 31, 2024
AIR COMFORT SOLUTIONS	October 31, 2024
KTR HEATING & COOLING	October 31, 2024

Easement, Right-of-Way Permits

Release of Easement Wilshire Property Interim Waterline	September 10, 2024
Permanent Easement for Relocated Waterline 11	August 19, 2024

General Obligation Bonds

Task Order PC-2404 1600 & 1700 Blocks of Elmhurst Avenue	October 14, 2024

Pay Estimate #1 PC-2401	October 8, 2024
Pay Estimate #5 PC-2302	October 8, 2024
Amendment #1 PC-2301	October 8, 2024
Pay Estimate #7 (FINAL) PC-2301	October 8, 2024
Pay Estimate #6 WC-2101	October 8, 2024
Notice of Sale of Bonds 2025	October 8, 2024
PC-2402 Contract – SAC Services	September 10, 2024
PC-2402 Liability Insurance– SAC Services	September 10, 2024
PC-2402 Maintenance Bond – SAC Services	September 10, 2024
PC-2402 Performance Bond – SAC Services	September 10, 2024
PC-2402 Statutory Bond – SAC Services	September 10, 2024

Minutes

City Council	September 10, 2024
City Council	September 4, 2024
Nichols Hills Municipal Authority	September 10, 2024

Miscellaneous

Schedule of Regular Meetings for City Council	October 8, 2024
Schedule of Regular Meetings for Nichols Hills Municipal Authority	October 8, 2024
Proposal – Municipality Solar PV	August 14, 2024
T-Mobile Human resources Letter	September 2024
ABA Letter of Clarification	September 29, 2023

Ordinances

Ordinance 1264 – Drug Paraphernalia	October 8, 2024
Ordinance 1265 – Site Screening	October 28, 2024

Payroll Records

OkMRF – Live-Run Activity Report	September 19, 2024 – October 22, 2024
American Funds – Group Investment Confirm List	October 4, 2024 – October 21, 2024
Nationwide Investment – Activity Report	September 30, 2024

Permits

DEQ Permit No. WW000055230221 Extension Notice	September 30, 2024
DEQ Permit No. WL00005524072	October 1, 2024
BEST DEAL PLUMING-1726 WESTMINSTER	October 31, 2024
JUSTICE COMMERCIAL ROOFING LLC-6607 GRAND	October 31, 2024
BASEYS ROOFING-1706 WINDSOR PLACE	October 31, 2024
GROUND ZERO SHLTERS CO-1407 SHERWOOD	October 31, 2024
BOSS ELECTRIC-1804 COVENTRY	October 31, 2024
RAIN GUARD-1601 WESTMINSTER	October 31, 2024
HEROS PLUMBING LLC-6408 BRIARWOOD	October 31, 2024
COE PLUMBING-6529 1/2 AVONDALE	October 31, 2024
COE PLUMBING-6529 AVONDALE	October 31, 2024
HIGH DEFINITION LAWN AND LANDSCAPE-7305 LANCET CT	October 31, 2024
BIG B WOLF ELECTRIC-6529 AVONDALE	October 31, 2024

TS HEAT AND AIR-7301 NICHOLS	October 31, 2024
DRABEK & HILL-1502 WILSHIRE	October 31, 2024
BOMANITE OF OKLAHOMA-1607 DRURY LANE	October 31, 2024
CTC CONSTRUCTION-1813 WILSHIRE	October 31, 2024
AIRE SERVICE OKC-1716 KINGSBURY	October 31, 2024
AQUA WELL DRILLING-2303 GRAND	October 31, 2024
THE GATE GUY-1707 HUNTINGTON	October 31, 2024
CEDAR FOREST FENCE-6908 GRAND	October 31, 2024
SUMMIT ROOFING SYSTEMS-1808 HUNTINGTON	October 31, 2024
MR SPARKY-1403 GLENWOOD	October 31, 2024
ALL AMERICAN ROOFING-1810 WESTMINSTER	October 31, 2024
EUROPEAN DEKOR-1113 CUMBERLAND	October 31, 2024
STOOPS ELECTRIC-6717 AVONDALE	October 31, 2024
RAMIREZ ROOFING-1808 DRAKESTONE	October 31, 2024
HARRINGTON ELECTRIC LLC-1101 PARK MANOR	October 31, 2024
AM FENCE-1500 HUNTINGTON	October 31, 2024
KENNEDY ROOFING AND CONSTRUCTION-1602 DRAKESTONE AVE	October 31, 2024
LONNIE'S PLUMBING INC-6901 GRAND	October 31, 2024
ROOFING 101-1604 NORWOOD	October 31, 2024
PHI PLUMBING-1101 PARK MANOR	October 31, 2024
BIG FISH FENCE-1815 COVENTRY	October 31, 2024

Proofs of Publication/Public Hearing Notices

Journal Record – Notice of Public Hearing - BC-2024-25	October 4, 2024
Journal Record – Notice of Public Hearing – BC-28(B)	October 4, 2024
Journal Record – Notice of Public Hearing – BC-2024-26	October 4, 2024
OKC Friday – Ordinance 1264 – Possession of Drug Paraphernalia	October 18, 2024
Oklahoma City Planning Commission Notice C-7693	November 14, 2024
Journal Record – Ordinance 1265 – Site Screening	October 31, 2024
BOA-2024-15 Public Hearing Notice	November 4, 2024
BC-2024-27 Public Hearing Notice	November 4, 2024

Records Request

Angel Tormis – Cell Tower Leases	October 24, 2024

Resolutions

Resolution 1563 - Surplus Property	October 8, 2024
Resolution 1562 – Disposal & Destruction of Property	October 8, 2024
Resolution 1564 – 2025 GO Bonds	October 8, 2024

Former Employee Personnel Files

Sasha Waldrop	October 16, 2024
Xavier Viers	October 18, 2024

S. Shane Pate II, City Manager

11/7/24

Date

INTEROFFICE MEMORANDUM

TO: SHANE PATE; CITY MANAGER

FROM: RANDY LAWRENCE

SUBJECT: DAVIS PARK IMPROVEMENTS

DATE: 10/28/2024

The Public Works Department would like permission to place this on the November City Council Agenda for approval to accept the lowest proposal from Lea Park & Play to install additional playground equipment in Davis Park, not to exceed $91,569.00. This will be paid from 2023 Park G.O. Bond Funds.

Thanks,

Public Works Department.

Quote

ADDRESS
City of Nichols Hills
1009 NW 75th Street
Nichols Hills, OK 73116

SHIP TO
Randell Lawrence
City of Nichols Hills
1009 NW 75th Street
Nichols Hills, OK 73116

QUOTE # 31290
DATE 09/18/2024
EXPIRATION DATE 12/27/2024

SALES REP
Nick Bollig

DESCRIPTION	QTY	RATE	AMOUNT
Little Tikes Commercial Little Tikes Commercial - 200201868 DOUBLE WEB CRAWLER - 200201376 MAYPOLE - LT0938 3.5" TIRE/WEB ARCH SWING - 200203423 GENERATION SWING SEAT - 200203872 SURFACE SPINNER	1	38,604.00	38,604.00T
Freight Freight	1	2,695.00	2,695.00T
Installation:Playground Installation of Playground Equipment	1	10,220.00	10,220.00T
Concrete 130 ln/ft of 8" wide Concrete Playground Curb SEE NOTE BELOW	1	8,250.00	8,250.00T
DuraPlay, Inc. Poured In Place Rubber Safety Surfacing Substrate: Stone Base (10" Depth) Total Sq. Footage: 600 with turn-down edge to terminate into wood mulch Surfacing Thickness: 1.5" Colors: Tan/Black 50/50 Blend Price is based on a square foot minimum. Price includes material, delivery and installation. Price does not include sub-base preparation, filter fabric, compacted base, or security for work performed. Price is good for 90 days. Please Note: It is the customer's responsibility to verify that the square footage and thickness of the safety surfacing being quoted is accurate according to the project plans and/or specifications. If changes are made to the size of the play area or the playground equipment being installed, this quote will need to be revised and the price per unit is subject to change based on the new specifications.	1	27,000.00	27,000.00T
Fibar:SYS-100 SYS-100: IPEMA Certified engineered wood fiber safety surfacing by	1	4,950.00	4,950.00T

DESCRIPTION	QTY	RATE	AMOUNT
Fibar Systems, Inc. w/ Fibar Felt weed barrier. Includes delivery. Drain rolls not included. Square Footage: 2,000 Depth: 12 Please Note: It is the customer's responsibility to verify that the square footage and thickness of the safety surfacing being quoted is accurate according to the project plans and/or specifications. If changes are made to the size of the play area or the playground equipment being installed, this quote will need to be revised and the price per unit is subject to change based on the new specifications.			
Installation:Surfacing Installation of Safety Surfacing (wood mulch)	1	2,000.00	2,000.00T
Mobilization Mobilization of crew and equipment to job site and disposal of freight packaging and misc construction debris	1	3,650.00	3,650.00T
Discount Discount	1	-5,800.00	-5,800.00T
Note Site may require grading and excavation to allow for correct depth of engineered wood fiber and for proper grade to install play equipment. Grading and Excavation will need to be evaluated further and may require additional charges beyond the scope of this proposal. Estimated costs for 12" of excavation (if required) would be between $8,000 and $12,000.	1	0.00	0.00
Terms:Terms TERMS: Net % 30 days, 50% down payment required. Tax Exempt/Resale Certificate Required. Initial _________. PLEASE NOTE: Customer is required to verify that quantities, colors, and mounting styles are accurate according to the project plans and/or specifications for all equipment and safety surfacing. DELIVERY: Delivery is approximately 30 weeks after order is received and approved. Installation date TBD (if included). Initial _________. INSTALLATION: Price assumes that the site has been prepared and that grade slope does not exceed 1 - 2% in any direction. Grade work and drainage improvements/lines are not included. Please turn off sprinkler systems 1 week prior to installation to avoid site damage due to wet ground. Initial _________. DISCLAIMER: Unless specifically listed in the quote above, payment/performance bonds, permits, sealed engineered drawings, TDLR registration/inspection, and 3rd party safety audits are Not Included in this agreement and, if required, are the responsibility of the customer. A 3% fee will be added for any payments by credit card. Initial _______. ROCK CLAUSE: In the event that soil or rock conditions are such to prevent normal installation time and procedures, the customer will be responsible for additional equipment, labor expenses and delay costs required to complete the installation. Should the situation arise, the problem will be discussed with the customer prior to incurring any	1	0.00	0.00T

DESCRIPTION	QTY	RATE	AMOUNT

additional cost. Initial _______.

UNDERGROUND UTILITY CLAUSE: The customer hereby agrees that Lea Park & Play, Inc., its employees and/or subcontractors, are not liable for any damage done to any type of underground utilities on the site chosen by the customer unless the customer has had these lines accurately marked prior to installation. The customer further agrees that without properly marked utility lines, the customer shall be responsible for costs incurred to repair any damaged utilities, all costs for medical treatment in the event of injury and any related costs due to delay in the project. It shall be the sole responsibility of the customer to mark, have marked, or hire a professional to establish any and all utility locations prior to Lea Park & Play, Inc., its employees and/or subcontractors starting the project. In the event that Lea Park & Play, Inc., its employees and/or subcontractors start the project before utilities have been located and properly marked, the customer shall again be liable and shall notify Lea Park & Play, Inc., in writing to stop the project until the utilities have been marked. The customer shall further be responsible for any cost incurred due to work stoppage or project delays. Installation is only available Monday-Friday during standard daytime business hours.
Initial _______.

A purchase order or signed quote is required. Pricing quoted is based on our standard insurance certificate. Unless specifically listed in the quote above, installation, payment/performance bonds, permits, sealed engineered drawings, and 3rd party safety audits are Not Included in this agreement and, if required, are the responsibility of the customer. Customer is responsible for repair of any unmarked underground utility lines damaged during construction. Financing available upon request. A 3% fee will be added for payment by credit card.

THANKS FOR CONSIDERING OUR PRODUCTS!

SUBTOTAL	91,569.00
TAX	0.00
TOTAL	**$91,569.00**

Accepted By

Accepted Date

The PlayWell Group, Inc.

Toll Free: (800)726-1816 Fax: (505) 296-8900
203A State Highway 46 East
Boerne, TX 78006

TERMS AND CONDITIONS

INVOICE TERMS
Tax funded and bonded projects only, Net 30 days. All other entities required 50% down and balance Net 30. All past due amounts will be subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code.
Delay of Installation (if applicable): **If the Customer delays the installation, the stored product will be invoiced with a term of Net 30.**

OPEN ACCOUNT
Credit terms are available to municipalities, government agencies, school systems, bonded contractors, and businesses (with prior approved credit). To establish credit your organization must have a satisfactory rating with Dun & Bradstreet and provide three credit references. To establish credit, your initial order must total at least $10,000.00. 50% deposit is required on all orders from non-tax funded entities. Prepayment may be required for any order at The PlayWell Group, Inc. sole discretion.

METHODS OF PAYMENTS
CREDIT CARD FEE NOTICE: Effective July 1, 2023, a credit card usage fee of 3.5% will be applied to sales settled by credit card. No fees apply for payment by ACH, check, money order, and wire transfer. Sorry no C.O.D. orders.

FEDERAL/STATE GOVERNMENT AND CO-OP'S CONTRACT
Available for Federal/State Government, Co-Op's and agency accounts on many items. Call your Sales Consultant for information.

SALES TAX
Will be added to the invoice, except when a tax-exempt/resale certificate is furnished, or your entity qualifies in your state as tax exempt.

FREIGHT CHARGES/DELIVERY TERMS
All shipments are F.O.B factory, except where specifically stated otherwise. Delivery of materials is up to eight weeks from the order date, plus a few days for transit, unless otherwise noted. Every effort is made to comply with scheduled shipping dates: however, The PlayWell Group, Inc. is not liable for any loss or damage arising out of delay in delivery of any of its products due to causes beyond the control of the Company.

DAMAGE/SHORTAGE CLAIMS
All claims for concealed loss or damage to product must be noted on the Bill of Lading or delivery ticket and reported immediately to our Customer Service Department. All claims for product damage and shortage via common carrier must be promptly made by consignee (customer) direct to The PlayWell Group's Customer Service Department. When reporting damage, be sure to hold all containers and packing materials for inspection (claims should be filed within 15 days of receipt of shipment).

RETURNS/CANCELLATIONS
No merchandise is to be returned without first obtaining written authorization from The PlayWell Group, Inc. Please provide invoice number, date and reason for your return. Any authorized merchandise must be carefully packed and in saleable condition to be accepted for return. A 25% (of list price) re-stocking charge plus freight to and from the manufacturer applies on all returned merchandise when error is not the fault of The PlayWell Group. All returned merchandise must be shipped insured and freight prepaid. Orders cancelled prior to shipment will be charged 10% of list price. Once the material has been installed, no refund will be granted.

FREIGHT CARRIER INFORMATION
All freight is shipped unassembled via common carrier. Made via common carrier to the end user, the customer is responsible for unloading all deliveries.

INSTALLATION
Installation/Prices are not included on this Quotation. A separate installation quotation must be included with your order if installation is required.

PLAYGROUND SURFACING WARNING
All play equipment must be installed over impact absorbing surface. Go to www.cpsc.gov for more information.

SITE ACCESS FOR SURFACING MATERIALS/INSTALL
It is highly preferred that a level site is free of any obstacles that encroach upon the required fall zone for your design. The site access must have a maximum of 25' for accessibility by heavy machinery (trucks, trailers, and Bobcats).
Poured-in-place rubber, artificial turf, and tile installation require 6' high chain link fence during installation and a 24 hour cure time. This will be provided by the owner unless explicitly stated in writing on the quote. Any damage during installation or during the cure time may be repaired and if so at the expense of the owner. This includes, but not limited to people and/or wildlife walking on the pad prior to a full cure.
Irrigation sprinklers and/or water systems must be shut off 24 hours before install of surfacing and remain off for an additional 24 hours after.

NOT INCLUDED FOR THE SURFACING MATERIALS/INSTALLS
Site security, bonding, permits or licenses, site preparation, excavation, sub base, concrete, compaction of aggregate, curbing, drainage, fencing, dumpster, demolition, trash removal, tenting or artificial heating due to weather, and roll coat maintenance.

WEATHER DELAY
Unusual weather patterns, heavy rain, lightning or thunder conditions, and flooding 'acts of God" or natural disaster, wherein the project site is determined to be unworkable. The installation of your surfacing will be delayed.

ESCALATOR CLAUSE

Due to the current volatility of the surfacing raw material and shipping and labor, expired proposals may be subject to a price increase. Please contact your Sales Rep for current pricing, if applicable.

PRODUCT WILL BE ORDERED IMMEDIATELY UPON RECEIPT OF WRITTEN APPROVALS. Please email or fax all pages.

Sales Quote #: 25090 OPTION 1 **Purchase Order #:** ____________________________

Signature: ___________________________________ **Date:** ____

PlayWell
The PlayWell Group, Inc.
Athletic, Park, and Playground Equipment
Serving Colorado,Texas, New Mexico, Oklahoma, and Arkansas since 1988

www.playwellgroup.com
800-726-1816
505-296-8900 (fax)

QUOTATION

QUOTE # 25090 10/18/2024

BILL TO:	SHIP TO:
City of Nichols Hills Accounts Payable 6407 Avondale Drive Nichols Hills, OK 73116 Phone: (405) 843-6637	City of Nichols Hills Margaret Haskell Davis Park Brooke Plumlee-REX Playground TBD Nichols Hills, OK 73116 Phone: (405) 942-2880

CUST. PO #	TERMS	SALES REP	COUNTY	QUOTE EXPIRATION
	NET 30	MCW	OKLAHOMA	11/17/2024

ITEM	DESCRIPTION	QTY	LIST PRICE	DISC. PRICE	TOTAL
	OPTION 1				
BUY #679-22	BUYBOARD CONTRACT #679-22 EXPIRES 09/30/2025	1	.00	0.00	0.00
	PLAYCRAFT SYSTEMS, INC				
PC-2497-C	CELEBRATION SPINNER	1	14668.02	13,641.26	13,641.26
PC-2123-AB	8' ARCH SWING BAY (2 SEAT) AB	1	1948.91	1,812.49	1,812.49
PC-131510	PLAYSHARE SWING SEAT	2	1467.63	1,364.90	2,729.80
PC-2015	DISC SWING	1	7988.13	7,428.96	7,428.96
PC-NE-SMO2	SMALL PLAY NET	1	8098.88	7,531.96	7,531.96
PC-2485	NEUTRON SPINNER	1	5351.99	4,977.35	4,977.35
PC-NE-PIP-BOX-4	SET OF 4 PIP BOXES (OPTIONAL AND ONLY REQUIRED IF WE DO THE ENTIRE AREA IN POURED IN PLACE SURFACING)	1	2135.21	1,985.75	1,985.75
SHIP	SHIPPING & HANDLING	1	8987.38	8,987.38	8,987.38
	ECO WOOD SOLUTIONS				
FIBER-ECO	PLAY ZONE CERTIFIED ENGINEERED WOOD FIBER SAFETY SURFACING	76	25.67	24.39	1,853.64
SHIP	SHIPPING & HANDLING	1	227.70	227.70	227.70
	RECREATION INSTALLATION				
PIP-PLAYWELL	3" PIP- 50/50 AROMATIC BINDER STANDARD COLOR-AREA AROUND CELEBRATION SPINNER (FREIGHT, MATERIAL, INSTALLATION INCLUDED)	625	22.63	21.50	13,437.50

QUOTE VALID FOR 30 DAYS. Product will be ordered upon receipt of written approvals and/or deposit. Please email or fax all pages.
PLEASE REMIT YOUR DEPOSIT TO:

THE PLAYWELL GROUP, INC.
203A STATE HIGHWAY 46 EAST
BOERNE, TX 78006

Date ________________ Signature ______________________________

CREDIT CARD FEE NOTICE: Effective July 1, 2023, a credit card usage fee of 3.5% will be applied to sales settled by credit card. No fees apply to payment by ACH, check, money order, and wire transfer. Sorry no C.O.D. orders

SUBTOTAL	$64,613.79
SALES TAX (0.0%)	$0.00
TOTAL	$64,613.79

PlayWorks, Inc.

Toll Free: (800)726-1816 Fax: (505) 296-8900

203A State Highway 46 East

Boerne, TX 78006

TERMS AND CONDITIONS

INVOICE TERMS

Tax funded and bonded projects only Net 30 days. Finance charge of 1.5% per month or maximum allowable by law will be added to past due balance. All other entities required 50% down and balance due upon completion.

OPEN ACCOUNT

Credit terms are available to municipalities, government agencies, school systems, bonded contractors, and businesses (with prior approved credit). To establish credit your organization must have a satisfactory rating with Dun & Bradstreet and provide three credit references. To establish credit, your initial order must total at least $10,000.00. 50% deposit is required on all orders from non-tax funded entities. Prepayment may be required for any order at PlayWorks, Inc. sole discretion.

METHODS OF PAYMENTS

CREDIT CARD FEE NOTICE: Effective July 1, 2023, a credit card usage fee of 3.5% will be applied to sales settled by credit card. No fees apply for payment by ACH, check, money order, and wire transfer. Sorry no C.O.D. orders.

CO-OP CONTRACT'S

Available for Co-Op's and agency accounts on many items.

PLAYGROUND SURFACING WARNING

All play equipment must be installed over impact absorbing surface. Go to www.cpsc.gov for more information.

CONCEALED CONDITIONS–ROCKS, UTILTIES, IRRIGATIATION, SEWER & DRAIN, SUPPLY ABANDONDED LINES

PlayWorks Inc., reserves the right to charge for additional manpower and equipment rental if subcontractors encounter rock that cannot be penetrated to drill installation holes with a mechanical auger. Other concealed conditions may include but are not limited to power and electrical lines, water and gas lines, irrigation lines, sewer lines, drain lines and any and all abandoned lines. Marking utilities and other subsurface lines are the responsibility of the end user. If any lines are damaged, all costs associated with the repairing the line are the sole costs of the end user. Any associated loses are the responsibility of the end user. PlayWell's Sales Associates will notify you and meet with you at the work site to review the conditions requiring additional charges.

SITE ACCESS

First off, you'll need a level site to make it free of any obstacles that might encroach upon the required fall zone for your design. Dig-Tess (1(800) Dig-Tess) will call all the possible utility companies that may have underground cables or piping running beneath the play area to mark where their runs might be. The site for equipment to be installed must be accessible by heavy machinery (trucks, trailers, and Bobcats). In the event this equipment is used at your site, please note there may be signs of access afterwards. PlayWorks, Inc. subcontractors will try to keep this to a minimum.

WEATHER DELAY

Unusual weather patterns, heavy rain, lightning or thunder conditions, and flooding "acts of God" or natural disaster, wherein the project site is determined to be unworkable. The installation of your equipment will be delayed.

INSTALLATION WILL BE ORDERED IMMEDIATELY UPON RECEIPT OF WRITTEN APPROVALS. Please email or fax all pages.

Installation Quote #: 12176 OPTION 1 **Purchase Order #:** ______________________________

Signature: ______________________________ **Date:** ______________________________

PlayWorks

PlayWorks, Inc.

Athletic, Park, and Playground Equipment
Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988

www.playwellgroup.com
800-726-1816
505-296-8900 (fax)

INSTALLATION QUOTE

QUOTE # 12176

10/18/2024

BILL TO:

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

Phone: (405) 843-6637

INSTALLATION SITE:

City of Nichols Hills
Margaret Haskell Davis Park
TBD
Nichols Hills, OK 73116

Phone:

CUST. PO#	TERMS	SALES REP	COUNTY	QUOTE EXPIRATION
	NET 30	MCW	OKLAHOMA	11/17/2024

ITEM	DESCRIPTION	QTY	LIST PRICE	TOTAL
	OPTION 1			
BUY #679-22	BUYBOARD CONTRACT #679-22 EXPIRES 09/30/2025	1	0.00	0.00
	INSTALLED BY REX PLAYGROUND			
INSTALL-REX	INSTALLATION OF PLAYCRAFT EQUIPMENT:(1) CELEBRATION SPINNER, (1) 8' ARCH SWING BAY (2 SEAT) AB, (2) PLAYSHARE SWING SEAT, (1) DISC SWING, (1) SMALL PLAY NET, (1) NEUTRON SPINNER, SET OF 4 PIP BOXES AND 76CY OF ENGINEERED WOOD FIBER	1	14,702.65	14,702.65
INSTALL-REX	SITE RESTORATION (CLEAN-UP AND SOD REPAIR)	1	7,680.49	7,680.49
	INSTALLED BY RECREATION INSTALLATION			
INSTALL-REC	12" RETAINING WALL-12", 70 LINER FEET	70	60.35	4,224.50
INSTALL-REC	EXCAVATE 12"- 2057SF	1	6,583.28	6,583.28
INSTALL-REC	EXCAVATE 6"- 2,000SF	1	2,194.43	2,194.43

QUOTE VALID FOR 30 DAYS. Install will be ordered upon receipt of written approvals and/or deposit.

TOTAL $35,385.35

PLEASE REMIT PAYMENT TO:
PLAYWORKS, INC.
203A STATE HIGHWAY 46 EAST
BOERNE, TX 78006

VISA MasterCard DISCOVER AMERICAN EXPRESS CASH CHECK

Date ____________________ Signature ______________________________...

CREDIT CARD FEE NOTICE: Effective July 1, 2023, a credit card usage fee of 3.5% will be applied to sales settled by credit card. No fees apply to payment by ACH, check, money order, and wire transfer. Sorry no C.O.D. orders

Agreement for Household Hazardous Waste Disposal

THIS AGREEMENT is made and entered into this 1st day of July, 2024, by and between the City of Nichols Hills, a local government ("Participant") and the Midwest City Municipal Authority, a public trust ("Midwest City").

WITNESSETH:

WHEREAS, the parties are entering into this Agreement to define the participation and expectations of each party, and to coordinate a program for the collection and management of household hazardous waste ("HHW"); and

WHEREAS, the EPA Clean Water Act of 1987 requires the establishment of hazardous waste collection and disposal programs for MS4 permits; and

WHEREAS, it is extremely important to the environment to divert as much HHW as possible out of the normal solid waste stream and into a program designed to dispose of the HHW appropriately; and

WHEREAS, HHW is a waste that would be chemically or physically classified as a hazardous waste but is excluded from regulation as a hazardous waste pursuant to the regulations of the Environmental Protection Agency because it is generated by a household; such HHW consisting of numerous products common to the average household such as pesticides, paints, polishes, cleaners and automotive supplies; and

WHEREAS, each party to this Agreement has independently researched the possible benefits and obligations of participating in and coordinating activities under the terms of this Agreement; and

WHEREAS, each party has determined that a regional cooperative HHW education, collection and management program will provide increased convenience and participation, and possibly result in a lower cost per participant and cost savings to all parties;

NOW, THEREFORE, in consideration of the mutual goals and covenants contained herein, and the mutual benefits to result therefrom, the parties agree as follows:

1. The purpose of this Agreement is to establish a regional HHW education, collection and management program to effect cost savings, increase public convenience and participation, and educate the public about the proper management of HHW.

2. The term of this Agreement shall commence upon its effective date and conclude June 30, 2025 (the Term).

3. Participant and Midwest City shall have the right to terminate their participation under this Agreement at any time during the term of this Agreement for any reason including, but not limited to, their own convenience. If either party under this Agreement elects to withdraw or terminate its participation under this Agreement prior to the end of its term, the withdrawing party shall give the other party thirty (30) days prior written notice of the termination. Each party, prior to terminating or withdrawing from this Agreement, must meet all financial commitments and other obligations under this Agreement up to the point of the termination or withdrawal. Withdrawal or termination shall not be effective until all financial commitments and other obligations shall have been satisfied.

4. This Agreement may be renewed each year upon mutual agreement of the parties. Requests for renewal shall be in the form of a letter from Participant and must be received by Midwest City in April. Each such renewal shall be for one fiscal year, July 1 to the following June 30. Provided however that Participant will not be permitted to renew this Agreement if Participant is in arrears in payment of charges for services rendered pursuant to this Agreement.

5. Midwest City agrees to accept HHW from residents of Participant, with the understanding that Midwest City will maintain an accounting of the HHW amounts and the cost of their management. The residents will be required to provide proof of residency in Participant before Midwest City will accept any HHW from them, and they must comply with all ordinances and policies for the disposition of HHW established by Midwest City, as may be amended from time to time. Participant agrees that Midwest City may but is not required to inquire or investigate the residency of any person dropping off HHW beyond the address on the resident's driver's license or other government-issued photo identification.

6. Midwest City will bill Participant monthly, separately listing each collection occurrence, and Participant shall reimburse Midwest City in accordance with the terms of this Agreement. Participant hereby agrees to appropriate and encumber funding for this Agreement and the services to be provided, and to timely pay for services provided.

7. Billings are due thirty (30) calendar days after the date the bill is mailed. If payment is not received by the due date service to residents of Participant will be subject to termination seven (7) calendar days after the due date if payment is not received.

8. Midwest City shall assess a fee based on the weight delivered by participating residents. The fee structure per each resident per arrival or entry shall be determined by the following scale:

≤ 30 lbs.	**$35.00**	**> 200 and ≤ 300 lbs.**	**$320.00**
> 30 and ≤ 65 lbs.	**$70.00**	**> 300 and ≤ 400 lbs.**	**$450.00**
> 65 and ≤ 130 lbs.	**$125.00**	**> 400 lbs.**	**$925.00**
> 130 and ≤ 200 lbs.	**$210.00**		

Note: Minimum charge per vehicle per arrival = $35.00 *
Maximum charge per vehicle per arrival = $925.00
*** There is no charge for antifreeze, batteries, or used oil.**

9. Pursuant to the permit issued by the Oklahoma Department of Environmental Quality, Midwest City is prohibited from taking any waste other than products expressly produced for home use. No commercial products will be accepted. No products from commercial businesses or institutions will be accepted. No products from commercial vehicles will be accepted.

10. Both parties to this agreement shall be exclusively liable for loss resulting from its torts or the torts of its employees acting within the scope of their employment, subject to the limitations and exceptions specified in the Governmental Tort Claims Act, 51 Oklahoma Statutes, §§ 151-172, inclusive, as may be amended from time to time. All parties shall further be exclusively responsible for their own acts and/or the acts of their employees for any alleged violations of rights under the United States Constitution as required by law. Therefore, no party shall be liable for the acts or omissions of the other party.

11. This Agreement shall be deemed effective and legally binding upon execution by both of the parties hereto.

12. This Agreement may be amended upon the mutual agreement of the parties.

13. All notices required to be given hereunder shall be in writing and shall be: delivered in person (and a confirming copy sent by first class mail); or shall be mailed by registered mail; or delivered by facsimile with a return receipt showing delivery (and a confirming copy sent by first class mail) to the following addresses:

(a) To Midwest City:
City Clerk
City of Midwest City
100 North Midwest Boulevard
Midwest City, Oklahoma 73110

and

Storm Water Quality Manager
8730 SE 15th St.
Midwest City, Oklahoma 73110

(b) To Participant:

City of Nichols Hills
City Clerk
6407 Avondale Dr.
Nichols Hills, Oklahoma, 73116

The parties may hereafter designate, in writing and as provided herein, other or different persons or addresses for receipt of notice.

14. When any word in this Agreement is used in the singular number, it shall include the plural and the plural, the singular, except where contrary intention plainly appears. When any word is used in the masculine, it shall include the feminine, and the feminine, the masculine, except where a contrary intention plainly appears.

15. The parties hereto, acting under authority of their respective governing bodies, have caused this Agreement to be executed in multiple counterparts, each of which shall constitute an original.

16. The parties hereto agree that it is not their intent to create any rights in or benefits to any third parties, and that no third party beneficiaries shall be created nor shall be deemed to be created by this Agreement.

17. The parties hereto agree to abide by the applicable and constitutionally valid laws of the State of Oklahoma and the United States of America. The parties further agree that any action to enforce the provisions of this Agreement or any dispute over the interpretation of this Agreement shall be resolved in a court of competent jurisdiction in Oklahoma County, Oklahoma.

18. This is the complete agreement between the parties and no statements, representations or discussions not set forth herein shall be binding upon the parties and no party is or shall be bound by any statement or representation that does not conform to this document. No party or agent of any party to this Agreement has authority to alter, modify or change this Agreement except as expressly provided herein. This Agreement shall be read as a whole and shall not be interpreted either for or against any party. This Agreement may only be amended in writing as approved and executed by the parties hereto.

19. Time shall be deemed to be of the essence of this Agreement.

20. A breach of any provision of this Agreement shall be deemed to be a breach of the entire Agreement provided however the breaching party or parties shall be given thirty (30) days notice during which to cure any breach prior to the termination of this Agreement. Provided, however, the failure of any party hereto to provide notice of a breach of this Agreement shall not be deemed a waiver of that breach or any subsequent breach of a similar or different kind or nature.

21. A determination that any provision or application of any provision of this Agreement to any party is prohibited or contrary to law shall be limited to the specific language and shall not affect the validity of the remaining provisions of this Agreement.

Approved and executed this _______ day of ___________________, 20____.

CITY OF NICHOLS HILLS, a local government

____
SODY CLEMENTS, Mayor

ATTEST: (Seal)

____
AMANDA COPELAND, City Clerk

REVIEWED for form and legality this _______ day of _____________________, 20___.

____
ATTORNEY'S NAME, City Attorney

Approved and executed by the Midwest City Municipal Authority, a public trust, this _______ day of _____________, 20____.

MIDWEST CITY MUNICIPAL AUTHORITY,
a public trust

____
TIM LYON, General Manager

ATTEST: (Seal)

____
SARA HANCOCK, Secretary

REVIEWED for form and legality this _______ day of _____________________, 20_____.

____
DONALD MAISCH, City Attorney

Memo

Date: November 4, 2024

To: Shane Pate, City Manager

From: Kevin Boydston, Fire Chief

RE: 2024-2025 CIP Purchase

The Fire Department is requesting permission for funds to repair one outdoor warning siren from our capital improvement items:

- Repair work on the outdoor warning siren modulator and speaker drivers at the country club siren site not to exceed $6,000.00.

This item was discussed and approved in the 2024-2025 budget.

INTEROFFICE MEMORANDUM

TO: SHANE PATE

FROM: RANDY LAWRENCE

SUBJECT: VEHICLE PURCHASE

DATE: 11/6/2024

Shane.

The Public Works Department would like permission to purchase a ½ ton 2024 Silverado 1500, four-wheel drive crew cab pickup from state contract SW0035, as well as service equipment and decals not to exceed $54,835.00. This will be paid from Public Works Vehicles G.O. Bond account.

Also, we would like to surplus a 1996 International Dump Truck Vin.1HTSCAANOTH245857.

Thank you,

Randy Lawrence.

CITY OF NICHOLS HILLS OKLAHOMA

City Council Item Report

MEETING DATE

November 12, 2024

AGENDA ITEM # 9.a

Receive bids for sale of $ 7,000,000 General Obligation Bonds, Series 2025, and award sale of bonds to the bidder bidding the lowest interest cost.

ATTACHMENTS

1. 13. NH GO 2025-Minutes of Sale 2.1

THE CITY COUNCIL OF THE CITY OF NICHOLS HILLS, OKLAHOMA, MET IN REGULAR SESSION IN COUNCIL CHAMBERS AT CITY HALL, ALSO KNOWN AS TOWN HALL, 6407 AVONDALE DRIVE, NICHOLS HILLS, OKLAHOMA ON NOVEMBER 12, 2024, AT 5:30 P.M.

PRESENT:

ABSENT:

Notice of the schedule of regular meetings of the governing body of the City of Nichols Hills, Oklahoma for the calendar year 2024 having been given in writing to the City Clerk of said City at 5:30 o'clock p.m. on October 10, 2023, and public notice of this meeting, setting forth the date, time, place and agenda (as attached hereto) was posted at __o'clock _____.m., _______________, 2024, by posting on the City's Internet website (www.nicholshills.net) the date, time, place and agenda for the meeting in accordance with Section 3106.2 of Title 74, of the Oklahoma Statutes, 2021, as amended, and was posted at the place of this meeting in prominent view and open to the public twenty-four (24) hours each day, seven (7) days each week at ___ o'clock ___.m., on ____________, 2024, each being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act. Further, as required by 25 O.S. 2021 § 311A(9)(b), as amended, the City made the notice of this public meeting available to the public in the principal office of the public body (6407 Avondale Drive, Nichols Hills, Oklahoma County, Oklahoma) during normal business hours at least twenty–four (24) hours prior to the meeting.

(OTHER PROCEEDINGS)

It appearing that due and legal notice had been given that said City of Nichols Hills, Oklahoma would receive bids until 11:30 a.m., local time, on this date and at this place for the sale of $7,000,000 aggregate principal amount of General Obligation Bonds, Series 2025, of said City, the governing body of said City proceeded to receive and open such bids for the purchase of said bonds at such time and place. The following bids were received and considered by said governing body:

Bidders	True Interest Cost	Premium
		$
		$
		$
		$
		$
		$

Each bidder was required to submit with its bid a sum in cash or its equivalent equal to two percent of its bid. After due consideration of all bids received for said bonds, a motion was made on this date and at this time by Councilmember _____________________ that said bonds be awarded, sold, and delivered to_____________, upon fulfillment of the terms set out in said bid and contract for the purchase thereof. Said motion was seconded by Councilmember_____________________ and thereafter adopted by the following vote:

AYE:

NAY:

9.24.24 – 2.1

PASSED AND APPROVED NOVEMBER 12, 2024.

(SEAL)

____
Mayor

ATTEST:

____
City Clerk

9.24.24 – 2.1

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

I, the undersigned, the duly qualified and acting Clerk of the City of Nichols Hills, Oklahoma, hereby certify that the foregoing is a true and complete copy of the proceedings of the governing body of said City at the time bids were received for the sale of its general obligation bonds, taken at a regular meeting thereof duly held on the date therein set out, as the same appears of record in my office.

I further certify that attached hereto is a true and complete copy of the public Notice of the schedule of regular meetings of the governing body of the City of Nichols Hills, Oklahoma for the calendar year 2024 having been given in writing to the City Clerk of said City at 5:30 o'clock p.m. on October 10, 2023, and public notice of this meeting, setting forth the date, time, place and agenda (as attached hereto) was posted at ____o'clock _____.m., _______________, 2024, by posting on the City's Internet website (www.nicholshills.net) the date, time, place and agenda for the meeting in accordance with Section 3106.2 of Title 74, of the Oklahoma Statutes, 2021, as amended, and was posted at the place of this meeting in prominent view and open to the public twenty-four (24) hours each day, seven (7) days each week at ___ o'clock ___.m., on _____________, 2024, each being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act. Further, as required by 25 O.S. 2021 § 311A(9)(b), as amended, the City made the notice of this public meeting available to the public in the principal office of the public body (6407 Avondale Drive, Nichols Hills, Oklahoma County, Oklahoma) during normal business hours at least twenty–four (24) hours prior to the meeting.

WITNESS my hand and seal on November 12, 2024.

____
City Clerk

(SEAL)

CITY OF NICHOLS HILLS OKLAHOMA

City Council Item Report

MEETING DATE

November 12, 2024

AGENDA ITEM # 9.b

An ordinance providing for the issuance of General Obligation Bonds in the sum of Seven Million Dollars ($7,000,000) by the City of Nichols Hills, Oklahoma, authorized at an election duly called and held for such purpose; prescribing form of bonds; providing for a combined bond issue designated “General Obligation Bonds, Series 2025”; prescribing redemption provisions; designating bonds for purposes of certain provisions of the Internal Revenue Code; providing for registration thereof; appointing a paying-agent registrar for the issue and matters related thereto; providing for the levy of an annual tax for payment of principal and interest on the bonds; approving the forms of a Continuing Disclosure Agreement and an Official Statement; authorizing the approval of a Continuing Disclosure Agreement, an Official Statement and other contracts and instruments necessary to consummate sale, issuance and delivery of the Bonds; fixing other details of the bond sale and issuance; and declaring an emergency.

ATTACHMENTS

1. 14. NH GO 2025-Ordinance 2.1

THE CITY COUNCIL OF THE CITY OF NICHOLS HILLS, OKLAHOMA, MET IN REGULAR SESSION IN COUNCIL CHAMBERS AT CITY HALL, ALSO KNOWN AS TOWN HALL, 6407 AVONDALE DRIVE, NICHOLS HILLS, OKLAHOMA ON NOVEMBER 12, 2024, AT 5:30 P.M.

PRESENT:

ABSENT:

Notice of the schedule of regular meetings of the governing body of the City of Nichols Hills, Oklahoma for the calendar year 2024 having been given in writing to the City Clerk of said City at 5:30 o'clock p.m. on October 10, 2023, and public notice of this meeting, setting forth the date, time, place and agenda (as attached hereto) was posted at __o'clock _____.m., _______________, 2024, by posting on the City's Internet website (www.nicholshills.net) the date, time, place and agenda for the meeting in accordance with Section 3106.2 of Title 74, of the Oklahoma Statutes, 2021, as amended, and was posted at the place of this meeting in prominent view and open to the public twenty-four (24) hours each day, seven (7) days each week at ___ o'clock ___.m., on ____________, 2024, each being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act. Further, as required by 25 O.S. 2021 § 311A(9)(b), as amended, the City made the notice of this public meeting available to the public in the principal office of the public body (6407 Avondale Drive, Nichols Hills, Oklahoma County, Oklahoma) during normal business hours at least twenty–four (24) hours prior to the meeting.

(OTHER PROCEEDINGS)

Thereupon, the Mayor introduced an Ordinance, and upon motion by Councilmember ___ __________________, seconded by Councilmember _________________ said Ordinance was adopted by the following vote:

AYE:

NAY:

and upon motion by Councilmember __________________, seconded by Councilmember _____ ____________ the question of the emergency was ruled upon separately and approved with the following vote:

AYE:

NAY:

Said Ordinance was thereupon signed by the Mayor, attested by the City Clerk, sealed with the seal of said City, and is as follows:

(To be Published by *The Journal Record* and by *OKC Friday*)

EMERGENCY ORDINANCE NO. _______

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS IN THE SUM OF SEVEN MILLION DOLLARS ($7,000,000) BY THE CITY OF NICHOLS HILLS, OKLAHOMA, AUTHORIZED AT AN ELECTION DULY CALLED AND HELD FOR SUCH PURPOSE; PRESCRIBING FORM OF BONDS; PROVIDING FOR A COMBINED BOND ISSUE DESIGNATED "GENERAL OBLIGATION BONDS, SERIES 2025"; PRESCRIBING REDEMPTION PROVISIONS; DESIGNATING BONDS FOR PURPOSES OF CERTAIN PROVISIONS OF THE INTERNAL REVENUE CODE; PROVIDING FOR REGISTRATION THEREOF; APPOINTING A PAYING-AGENT REGISTRAR FOR THE ISSUE AND MATTERS RELATED THERETO; PROVIDING FOR THE LEVY OF AN ANNUAL TAX FOR PAYMENT OF PRINCIPAL AND INTEREST ON THE BONDS; APPROVING THE FORMS OF A CONTINUING DISCLOSURE AGREEMENT AND AN OFFICIAL STATEMENT; AUTHORIZING THE APPROVAL OF A CONTINUING DISCLOSURE AGREEMENT, AN OFFICIAL STATEMENT AND OTHER CONTRACTS AND INSTRUMENTS NECESSARY TO CONSUMMATE SALE, ISSUANCE AND DELIVERY OF THE BONDS; FIXING OTHER DETAILS OF THE BOND SALE AND ISSUANCE; AND DECLARING AN EMERGENCY.

WHEREAS, on October 10, 2023, pursuant to notice duly given, an election was held in the City of Nichols Hills, Oklahoma, for the purpose of submitting to the registered qualified voters the question of the issuance of general obligation bonds of said City, which election included the following propositions: (i) $28,000,000 to provide for streets improvements; (ii) $6,000,000 to provide for water system improvements; (iii) $2,300,000 to provide for sanitary sewer system improvements; (iv) $300,000 to provide fire improvements; (v) $500,000 to provide for technology improvements; (vi) $1,000,000 to provide for public works facility improvements; (vii) $1,000,000 to provide for parks improvements; (viii) $800,000 to provide for police improvements; (ix) $700,000 to provide for public works vehicles and equipment improvements; and (x) $250,000 to provide for traffic control systems improvements; and with all of said improvements of facilities being either exclusively owned by said City or being streets or bridges within said City, all pursuant to Article 10, Section 27 of the Constitution of the State of Oklahoma; and

WHEREAS, as shown by the canvass of the returns by the Oklahoma County Election Board at said election, there were cast by the registered, qualified voters of said City 284 votes on proposition (i) above, of which 264 were in favor of and 20 were cast against the issuance of said principal amount of bonds for such purpose; and

WHEREAS, as shown by the canvass of the returns by the Oklahoma County Election Board at said election, there were cast by the registered, qualified voters of said City 284 votes on proposition (ii) above, of which 270 were in favor of and 14 were cast against the issuance of said principal amount of bonds for such purpose; and

WHEREAS, as shown by the canvass of the returns by the Oklahoma County Election Board at said election, there were cast by the registered, qualified voters of said City 282 votes on proposition (iii) above, of which 267 were in favor of and 15 were cast against the issuance of said principal amount of bonds for such purpose; and

WHEREAS, as shown by the canvass of the returns by the Oklahoma County Election Board at said election, there were cast by the registered, qualified voters of said City 284 votes on proposition (iv) above, of which 264 were in favor of and 20 were cast against the issuance of said principal amount of bonds for such purpose; and

WHEREAS, as shown by the canvass of the returns by the Oklahoma County Election Board at said election, there were cast by the registered, qualified voters of said City 284 votes on proposition (v) above, of which 252 were in favor of and 32 were cast against the issuance of said principal amount of bonds for such purpose; and

WHEREAS, as shown by the canvass of the returns by the Oklahoma County Election Board at said election, there were cast by the registered, qualified voters of said City 279 votes on proposition (vi) above, of which 242 were in favor of and 37 were cast against the issuance of said principal amount of bonds for such purpose; and

WHEREAS, as shown by the canvass of the returns by the Oklahoma County Election Board at said election, there were cast by the registered, qualified voters of said City 278 votes on proposition (vii) above, of which 227 were in favor of and 51 were cast against the issuance of said principal amount of bonds for such purpose; and

WHEREAS, as shown by the canvass of the returns by the Oklahoma County Election Board at said election, there were cast by the registered, qualified voters of said City 279 votes on proposition (viii) above, of which 253 were in favor of and 26 were cast against the issuance of said principal amount of bonds for such purpose; and

WHEREAS, as shown by the canvass of the returns by the Oklahoma County Election Board at said election, there were cast by the registered, qualified voters of said City 279 votes on proposition (ix) above, of which 241 were in favor of and 38 were cast against the issuance of said principal amount of bonds for such purpose; and

WHEREAS, as shown by the canvass of the returns by the Oklahoma County Election Board at said election, there were cast by the registered, qualified voters of said City 277 votes on proposition (x) above, of which 246 were in favor of and 31 were cast against the issuance of said principal amount of bonds for such purpose; and

WHEREAS, a lawful majority of the registered, qualified voters voting on the above propositions (i), (ii), (iii), (iv), (v), (vi), (vii), (viii), (ix) and (x) cast their ballots in favor of the issuance of the indicated principal amounts of bonds for such purposes and the issuance thereof has been duly authorized; and

WHEREAS, the Council of the City of Nichols Hills, Oklahoma pursuant to Title 62, Oklahoma Statutes 2021, Sections 353 and 354, as amended, hereby deems it necessary and beneficial at the present time to sell and issue general obligation bonds with respect to the October 10, 2023, election authorization in the aggregate principal amount of $7,000,000 to finance the following corresponding projects:

- Street Bonds $4,870,000
- Water System Bonds $815,000

- Sanitary Sewer Bonds $250,000
- Fire Bonds $130,000
- Parks Bonds $150,000
- Police Bonds $135,000
- Public Works Facility Improvement Bonds $400,000
- Public Works Vehicles and Equipment Bonds $250,000

TOTAL: $7,000,000

WHEREAS, it is deemed advisable by the Council of the City of Nichols Hills, Oklahoma to issue an aggregate principal amount of $7,000,000 of said bonds, authorized by the foregoing election of October 10, 2023, as a combined issue of general obligation bonds as authorized by Title 62, Oklahoma Statutes 2021, Sections 353 and 354, as amended.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NICHOLS HILLS, OKLAHOMA, STATE OF OKLAHOMA:

Section 1. That pursuant to Title 62, Oklahoma Statutes 2021, Section 354, as amended, with respect to the October 10, 2023 election authorization, $4,870,000 Streets Bonds, $815,000 Water System Bonds, $250,000 Sanitary Sewer System Bonds, $400,000 Public Works Facility Improvements Bonds, $150,000 Parks Bonds, $135,000 Police Bonds, $130,000 Fire Bonds, and $250,000 Public Works Vehicles and Equipment Bonds are hereby combined and are hereby ordered and directed to be issued in accordance with the form as hereinafter set out, in the aggregate principal amount of Seven Million Dollars ($7,000,000), which Bonds shall be designated "General Obligation Bonds, Series 2025," shall be dated January 1, 2025, and shall become due and payable and bear interest from their date until paid as follows:

$580,000	maturing on	July 1, 2027	at	%
$580,000	maturing on	July 1, 2028	at	%
$580,000	maturing on	July 1, 2029	at	%
$580,000	maturing on	July 1, 2030	at	%
$580,000	maturing on	July 1, 2031	at	%
$580,000	maturing on	July 1, 2032	at	%
$580,000	maturing on	July 1, 2033	at	%
$580,000	maturing on	July 1, 2034	at	%
$580,000	maturing on	July 1, 2035	at	%
$580,000	maturing on	July 1, 2036	at	%
$580,000	maturing on	July 1, 2037	at	%
$620,000	maturing on	July 1, 2038	at	%

Interest on the bonds shall be payable semi-annually on the 1st day of January and the 1st day of July of each year, commencing on July 1, 2026. The bonds are issuable as registered Bonds in denominations of $5,000.00 or any integral multiple thereof, provided when a book entry system is utilized, the Bonds may be represented by one Bond for each maturity of Bonds.

Section 2. That each of said Bonds and the endorsements and certificates thereon shall be in substantially the following form:

[FORM OF REGISTERED BOND]

UNITED STATES OF AMERICA

STATE OF OKLAHOMA

NO. _________ $580,000

CITY OF NICHOLS HILLS, OKLAHOMA

GENERAL OBLIGATION BOND

SERIES 2025

INTEREST RATE	MATURITY DATE	DATED	CUSIP NO.
		January 1, 2025	____________

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: FIVE HUNDRED AND EIGHTY THOUSAND DOLLARS

KNOW ALL PEOPLE BY THESE PRESENTS: That the City of Nichols Hills, Oklahoma hereby acknowledges itself indebted to and for value received, promises to pay the principal amount set forth above to the person named above or registered assigns (hereinafter called the "Registered Holder"), for the bond number(s) set forth above, together with interest thereon at the rate specified hereon, (computed on the basis of a 360-day year of twelve 30-day months), from the date hereof until paid, payable semi-annually on the 1st day of January and July, respectively, in each year, beginning July 1, 2026.

If this Bond is held in book-entry-only form, it will be registered in the name of the Securities Depository or its nominee, which will initially be Cede & Co., as nominee for The Depository Trust Company. Payments of interest on and principal of this Bond shall be made to the Securities Depository in accordance with its procedures. If this Bond is not held in book-entry-only form, interest hereon shall be payable by check or draft mailed to the registered owner hereof at the address as it appears on the books of registry (as of the fifteenth day of the month next preceding each interest payment date) kept by BOKF, NA, Oklahoma City, Oklahoma, as paying agent and registrar for the Bonds (the "Paying Agent-Registrar"). Payment of principal on this Bond will be made at the principal office of the Paying Agent-Registrar, or at the principal office of a successor Paying Agent-Registrar. Both the principal of and interest on this Bond are payable in any coin or currency of the United States of America, which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts.

THE FULL FAITH, CREDIT AND RESOURCES of said City are hereby irrevocably pledged to the payment of this Bond.

THIS BOND is one of an issue of like date and tenor, except as to date of maturity, rate of interest, redemption provision, and denomination, aggregating the principal sum of Seven Million Dollars ($7,000,000). This Bond, and the Bonds of the issue of which it is one, has been issued for the following purposes with respect to the October 10, 2023 election authorization of the City (i) $4,870,000 for street improvements within the City, (ii) $815,000 for water system improvements, (iii) $250,000 for sanitary sewer system improvements, (iv) $400,000 for public works facility improvements, (v) $150,000 for parks improvements, (vi) $135,000 for police improvements, (vii) $130,000 for fire improvements and (viii) $250,000 for public works vehicles and equipment improvements with all of said improvements or facilities being either exclusively owned by said City or being streets or bridges within said City, and being voted and issued pursuant to Section 27, Article 10, of the Constitution of the State of Oklahoma and statutes of the State of Oklahoma complementary, supplementary and enacted pursuant thereto.

The Bonds maturing in the years 2027 through 2031 are not subject to redemption prior to maturity. The General Obligation Bonds, Series 2025 maturing in the years 2032 through 2038 are subject to redemption at the option of the City on any date on or after July 1, 2031, at the principal amount thereof, plus accrued interest to the date of redemption. If less than all of the Bonds are to be redeemed and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Bonds, or portions thereof, within such maturity to be redeemed.

Notice of redemption shall be given by the Paying Agent-Registrar by mailing notice thereof to the registered owners not less than 30 days prior to the redemption date and as otherwise required by law. Interest on any bond or bonds so called for redemption shall cease on the redemption date designated in the notice.

No person shall be entitled to any right or benefit provided in this Bond unless the name of such person is registered by the Paying Agent-Registrar in the Registration Record maintained in its corporate trust office in Oklahoma City, Oklahoma. This Bond shall be transferable only upon delivery of this Bond to the Paying Agent-Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent-Registrar, duly executed by the Registered Holder hereof or his attorney duly authorized in writing, and such transfer registered in the Registration Record. The Paying Agent-Registrar shall not be required to make such transfer after the fifteenth (15th) day preceding any interest payment date until after said latter date. The name of the Registered Holder endorsed hereon shall be deemed the correct name of the owner of this Bond for all purposes whatsoever. The Paying Agent-Registrar will keep the Registration Record open for registration of ownership of registered Bonds during its business hours. In the event of a change of Paying Agent-Registrar for any reason, notice thereof shall be mailed, by registered or certified United States mail, postage prepaid, to the Registered Holder at the address shown in the Registration Record, and such notice shall be effective on the date of mailing and sufficient as to all persons.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required to be done, precedent to and in the issuance of this Bond have been properly done, happened and been performed in regular and due form and time as required by law, and that the total indebtedness of said City, including this Bond, and the series of which it forms a part, does not exceed any constitutional or statutory limitation; and that due provision has been made for the collection of an annual tax sufficient to pay the interest on this Bond as it falls due and also to constitute a sinking fund for the payment of the principal hereof at maturity.

IN WITNESS WHEREOF, said City has caused this Bond to be executed with the manual or facsimile signature of its Mayor, attested with the manual or facsimile signature of its Clerk, and sealed with a facsimile seal of the City as of January 1, 2025.

____
Mayor

(SEAL)
ATTEST:

____
City Clerk

***

AUTHENTICATION CERTIFICATE

Date of Registration
and Authentication: __________________

This Bond is one of the General Obligation Bonds, Series 2025 of the City of Nichols Hills, Oklahoma, Oklahoma County, Oklahoma described herein.

____
Authorized Officer

***

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

We, the undersigned, District Attorney and County Clerk, respectively, of said County, in said State, in which the within named City is situated, hereby certify that the within Bond is one of a series of Bonds issued by the within named City pursuant to law, and that the entire issue of said Bonds is within the debt limit imposed upon said City by the Constitution and laws of the State of Oklahoma.

WITNESS our respective officials' hands and the seal of said County as of ____________ ____________, 2024.

____
District Attorney, District Number 7

____
County Clerk, Oklahoma County

***

FORM OF ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto ____ the within Bond and does hereby irrevocably constitute and appoint ______________________________________ attorney to transfer such Bond on the books kept for registration and transfer of the within Bond, with full power of substitution in the premises.

Dated: ___________________

In the presence of:

____

Signature guaranteed by:

____

***

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

I, the undersigned, the duly qualified and acting Treasurer of the within named City in said County and State, hereby certify that I have duly registered the within Bond in my office as of _________________________, 2024.

Witness my hand the date above written.

____
City Treasurer

***

STATE OF OKLAHOMA
OFFICE OF THE ATTORNEY GENERAL
BOND DEPARTMENT __________________, 2024

I HEREBY CERTIFY that I have examined a certified copy of the record of proceedings taken preliminary to and in the issuance of the within Bond; that such proceedings and such Bond show lawful authority for the issue and are in accordance with the forms and method of procedure prescribed and provided by me for the issuance of Bonds of like kind; and that said Bond is a valid and binding obligation, according to its tenor and terms and, under the provisions of Title 62, Oklahoma Statutes 2021, Sections 11, 13 and 14, requiring the certificate of the Bond Commissioner of the State of Oklahoma thereon, is incontestable in any court in the State of Oklahoma unless suit thereon shall be brought in a court having jurisdiction of the same within thirty days from the date of this approval of said Bond appearing in the caption hereto.

____
Attorney General
Ex-Officio Bond Commissioner
of the State of Oklahoma

***

[END OF FORM OF BOND]

<u>Section 3</u>. That each of said Bonds shall be executed by manual or facsimile signature of the Mayor and have the facsimile corporate seal of said City imprinted thereon, and be attested by the Clerk of said City by manual or facsimile signature; that said officers be and hereby are authorized and directed to cause said Bonds to be prepared and to execute the same for and on behalf of said City, have the same registered by the Treasurer, endorsed by the District Attorney and County Clerk and presented to the Attorney General, Ex-Officio Bond Commissioner, together with a certified transcript of all proceedings had in connection with their issue, for the approval and endorsement of the Attorney General, Ex-Officio Bond Commissioner, that thereafter said Bonds shall be delivered to the purchaser upon payment of the purchase price thereof, which shall not be less than par and accrued interest. The proceeds derived from the sale of said Bonds shall be placed in a special fund and used solely for the purpose of providing funds for the purposes set out in the Form of Registered Bond in Section 2 hereof.

Section 4. Whenever any registered Bond or Bonds shall be exchanged for another registered Bond or Bonds of different denomination, the Paying Agent-Registrar shall cancel the Bond or Bonds surrendered in such exchange on the face thereof and on the Registration Record. If the supply of registered Bonds for making exchanges shall have been exhausted, the Paying Agent-Registrar shall cause additional registered Bonds to be prepared, at the expense of the City. The City covenants that upon request of the Paying Agent-Registrar, its appropriate officers promptly will execute such additional registered Bonds on behalf of the City.

Section 5. The Paying Agent-Registrar for all registered Bonds issued pursuant to this Ordinance shall be BOKF, NA, Oklahoma City, Oklahoma, which shall maintain a Registration Record in its corporate trust office in Oklahoma City, Oklahoma for the purpose of registering the name and address of the Registered Holder of each registered Bond. The Paying Agent-Registrar will keep the Registration Record open for registrations during its business hours. In the event of a change of Paying Agent-Registrar, notice thereof shall be mailed, registered or certified United States Mail, postage prepaid, to the Registered Holder of each registered Bond. The name and address of the Registered Holder as the same appears on the Registration Record shall be conclusive evidence to all persons and for all purposes whatsoever and no person other than the Registered Holder shown on the Registration Record shall be entitled to any right or benefit in relation to the Bond so registered; provided, that the foregoing shall not apply to any successor by operation of law of such Registered Holder. Registered Bonds shall be transferable only upon delivery of such Bonds to the Paying Agent-Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent-Registrar, executed by the Registered Holder thereof or his attorney duly authorized in writing, and such transfer registered on the Registration Record. If the form of Assignment of such Bonds is exhausted, such Registered Bonds delivered to the Paying Agent-Registrar for registration of transfer shall be canceled by the Paying Agent-Registrar on the face thereof and the Paying Agent-Registrar shall authenticate and deliver to the transferee Bonds in aggregate principal amount equal to the unpaid principal of the surrendered Bonds in new registered Bonds, in denominations of $5,000.00 or any integral multiple thereof. The Paying Agent-Registrar shall not be obligated to make such transfer after the fifteenth (15th) day preceding any interest payment date until after said latter date. The Record Date for the Bonds shall be the 15th day, whether or not such is a business day, of the calendar month preceding each interest payment date on the Bonds.

Section 6. There is hereby created and established a system of registration for uncertificated registered public obligations with respect to the Bonds as provided in the Registered Public Obligations Act of Oklahoma, Title 62 Oklahoma Statutes 2021, Section 582(13)(b), whereby books shall be maintained on behalf of the City by the Depository Trust Company, New York, New York, for the purpose of registration of transfer of the uncertificated registered public obligations with respect to the Bonds which specify the persons entitled to the Bonds and the rights evidenced thereby shall be registered upon such books, and the Mayor and Clerk (or in their absence or incapacity, the Vice Mayor and Deputy Clerk, respectively) are hereby authorized and directed to execute such documents and instruments as may be required to implement the foregoing system of registration.

Section 7. The Bonds maturing in the years 2027 through 2031 are not subject to redemption prior to maturity. The General Obligation Bonds, Series 2025 maturing in the years 2032 through 2038 are subject to redemption at the option of the City on any date on or after July 1, 2031, at the principal amount thereof, plus accrued interest to the date of redemption. If less than all of the Bonds are to be redeemed and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Bonds, or portions thereof, within such maturity to be redeemed.

Section 8. That beginning with the fiscal year beginning in the year 2025, a continuing annual tax sufficient to pay the interest on said Bonds when due and for the purpose of providing a sinking fund with which to pay the principal of said Bonds when due shall be and is hereby ordered levied upon all taxable property in said City, in addition to all other taxes, said sinking fund to be designated "General Obligation Bonds, Series 2025 Sinking Fund." Said tax shall be and is hereby ordered certified, levied and extended upon the tax rolls and collected by the same officers, in the same manner and at the same time as the taxes for general purposes in each of said years are certified, levied, extended and collected; that all funds derived from said tax shall be placed in said sinking fund, which, together with any interest collected on same, shall be irrevocably pledged to the payment of the interest on and principal of said Bonds when and as the same fall due.

Section 9. The Continuing Disclosure Agreement and Official Statement, forms of which are provided herewith and incorporated herein by reference, are hereby approved and the Mayor and City Clerk (or in their absence or incapacity, the Vice Mayor and Deputy Clerk, respectively) are authorized to execute the Continuing Disclosure Agreement and the Mayor or City Manager is authorized to sign the Official Statement for and on behalf of the City.

A Continuing Disclosure Agreement, as a material inducement to the Purchaser(s) of the Bonds, in substantially the form of the draft thereof presented at the meeting at which this Ordinance is adopted and to be dated the date of initial delivery of the Bonds, is hereby authorized to be executed and delivered by the Mayor and Clerk (or in their absence or incapacity, the Vice Mayor and Deputy Clerk, respectively). The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Ordinance, failure of the City to comply with the Continuing Disclosure Agreement shall not be considered an event of default on the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Section. "Continuing Disclosure Agreement" shall mean that certain Continuing Disclosure Agreement executed by the City and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

The City hereby covenants and agrees for the benefit of the Bondholders to provide annual financial information on the City in accordance with the Continuing Disclosure Agreement and to provide, in a timely manner, notice of events specified in paragraph (b)(5)(i)(C) of Rule 15c2-12 promulgated by the Securities and Exchange Commission. The annual financial information and any notices of material events will be provided by the City to the Municipal Securities Rulemaking Board via the Electronic Municipal Market Access System ("EMMA") @ www.emma.msrb.org.

The City authorizes the use of the Official Statement in connection with the sale of the Bonds by the purchasers thereof.

Section 10. The Mayor (or Vice Mayor in the absence of the Mayor) is authorized and directed on behalf of the City to execute and deliver the Bonds upon receipt of the purchase price and to direct disbursement of proceeds received from the sale of the Bonds, to include payment of the costs and expenses of issuance of the Bonds, and further to approve, execute, and deliver all bond, securities, tax and security documents, contracts and certifications necessary to consummate issuance of the Bonds, including but not limited to the Official Bid Form and contracts with the Paying Agent-Registrar, financial adviser, bond counsel and others providing services with respect to issuance of the Bonds.

Section 11. The City reasonably anticipates that the aggregate amount of "qualified tax-exempt obligations" (as defined in section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended (the "Code")), which will be issued by the City and all subordinate entities thereof during calendar year 2025 will not exceed $10,000,000, and hereby covenants and agrees, as a material inducement and consideration to the purchasers of its Bonds, that neither the City nor any subordinate entity thereof will, during calendar year 2025, issue "qualified tax-exempt obligations" (as defined in Section 265(b)(3)(B) of the Code), in an aggregate amount exceeding $10,000,000. Further, it is the purpose and intent of this Ordinance that the Bonds shall constitute and the Bonds are hereby designated as "qualified tax-exempt obligations" as defined in Section 265(b)(3)(B) of the Code, in order that the purchasers of the Bonds may avail themselves of the exception contained in said Section 265(b)(3)(B) of the Code with respect to interest incurred to carry tax-exempt bonds. The City hereby covenants and agrees that it will not designate as "qualified tax-exempt obligations" more than $10,000,000 in aggregate amount of obligations issued by the City or any subordinate entity thereof during calendar year 2025. Notwithstanding other provisions of this section, the City and other related entities may issue obligations, provided that the issuance of such obligations do not disqualify the Bonds as "qualified tax-exempt obligations" as defined by Section 265(b)(3)(B) of the Code. The City hereby covenants and agrees with the purchasers of the Bonds to take such further actions and execute such documents and instruments as may be necessary or proper to carry out the intent of this Ordinance, including a Certificate of Designation, and/or as may be in furtherance of the issuance of the Bonds, and the Mayor (or Vice Mayor in the absence of the Mayor) is hereby authorized, empowered and directed to take such actions and execute such documents as may be deemed necessary or proper from time to time.

Section 12. The Mayor, Vice Mayor, City Manager, Treasurer, Director of Finance and City Clerk are hereby authorized and directed to execute, separately or jointly, and deliver such documents and take such other action as may be necessary or appropriate in order to effectuate the issuance, execution and delivery of the Bonds, including specifically, but not limited to, engagement letters and contracts for professional services associated with the issuance of the Bonds, the Bond forms, tax or tax compliance documents, closing certificates, continuing disclosure or other security or securities-related documents, scope of services agreements for professional services associated with issuance of the Bonds, disbursement orders for Bond proceeds and other disbursement orders, or any other letter, representation or certification otherwise necessary and attendant to the issuance and delivery of the Bonds.

Section 13. Emergency Declared. It is the judgment of the City Council that by reason of the City being without adequate streets improvements, sanitary sewer system improvements, water system improvements, parks improvements, public works facility improvements, police improvements, fire improvements, and public works vehicles and equipment improvements, it is deemed and hereby declared necessary for the immediate preservation of peace, welfare, health and safety that this Ordinance become effective immediately and without delay. Wherefore, an emergency is hereby declared to exist and this Ordinance shall be in force and effect immediately from and after its passage, approval and publication.

PASSED AND APPROVED ON NOVEMBER 12, 2024.

(SEAL)

____
Mayor

ATTEST:

____
City Clerk

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

I, the undersigned, the duly qualified and acting Clerk of the City of Nichols Hills, Oklahoma, hereby certify that the foregoing is a true and complete copy of an Ordinance authorizing the issuance of Bonds for the purpose therein set out adopted by the governing body of said City and transcript of proceedings had by said governing body at a regular meeting thereof held on the date therein set out, insofar as the same relates to the introduction, reading and adoption thereof as the same appears of record in my office.

I further certify that attached hereto is a true and complete copy of the public Notice of the schedule of regular meetings of the governing body of the City of Nichols Hills, Oklahoma for the calendar year 2024 having been given in writing to the City Clerk of said City at 5:30 o'clock p.m. on October 10, 2023, and public notice of this meeting, setting forth the date, time, place and agenda (as attached hereto) was posted at ____o'clock _____.m., _______________, 2024, by posting on the City's Internet website (www.nicholshills.net) the date, time, place and agenda for the meeting in accordance with Section 3106.2 of Title 74, of the Oklahoma Statutes, 2021, as amended, and was posted at the place of this meeting in prominent view and open to the public twenty-four (24) hours each day, seven (7) days each week at ___ o'clock ___.m., on ____________, 2024, each being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act. Further, as required by 25 O.S. 2021 § 311A(9)(b), as amended, the City made the notice of this public meeting available to the public in the principal office of the public body (6407 Avondale Drive, Nichols Hills, Oklahoma County, Oklahoma) during normal business hours at least twenty–four (24) hours prior to the meeting.

WITNESS my hand and seal on November 12, 2024.

____
City Clerk

(SEAL)

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement dated ______________________20__, (this "Disclosure Agreement"), is executed and delivered by the City of Nichols Hills, Oklahoma (the "Issuer") in connection with the issuance of its General Obligation Bonds, Series 2025 (the "Bonds"). The Bonds are being issued pursuant to a separate Ordinance dated as of November 12, 2024 (the "Bond Ordinance"). The Issuer hereby covenants and agrees as follows:

Section 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist each Participating Underwriter in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the "Commission"). The Issuer represents that it will be the only "obligated person" (as defined in the Rule) with respect to the Bonds at the time the Bonds are delivered to each Participating Underwriter and that no other person presently is expected to become an obligated person with respect to the Bonds at any time after the issuance of the Bonds.

Section 2. Definitions. In addition to the definitions set forth in the Bond Ordinance, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"*Annual Report*" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"*Beneficial Owner*" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"*CAFR*" shall mean any Comprehensive Annual Financial Report of the Issuer.

"*Dissemination Agent*" shall mean any entity designated by the Issuer to act as the Dissemination Agent hereunder.

"*EMMA*" means the MSRB's Electronic Municipal Market Access System. Reference is made to Commission Release No. 34-59062, December 8, 2008 (the "*Release*") relating to the EMMA system for municipal securities disclosure effective on July 1, 2009.

"*Financial Obligation*" shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term "Financial Obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"*Listed Event*" shall mean any of the events listed in Exhibit B to this Disclosure Agreement with respect to the Bonds.

"*Listed Event Notice*" means notice of a Listed Event in Prescribed Form.

"*MSRB*" means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934, as amended.

"*Official Statement*" means the "final official statement," as defined in the paragraph (f)(3) of the Rule, relating to the Bonds. The final official statement related to the Bonds is datedNovember 12, 2024.

"*Participating Underwriter*" shall mean each broker, dealer or municipal securities dealer acting as an underwriter in any primary offering of the Bonds.

"*Paying Agent*" means the registrar and paying agent for the Bonds, which initially is BOKF, NA, Oklahoma City, Oklahoma.

"*Prescribed Form*" means, with regard to the filing of Annual Report and notices of Listed Events with the MSRB at *www.emma.msrb.org* (or such other address or addresses as the MSRB may from time to time specify), such electronic format, accompanied by such identifying information, as shall have been prescribed by the MSRB and which shall be in effect on the date of filing of such information.

"*Rule*" means Rule 15c2-12 promulgated by the Commission under the Securities Exchange Act of 1934 (17 CFR Part 240, §240.15c2-12), as in effect on the date of this Disclosure Agreement, including any official interpretations thereof.

"*State*" shall mean the State of Oklahoma.

Section 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent to, not later than 270 days after the end of the Issuer's fiscal year (presently July 1 through June 30), commencing with the report for the fiscal year ended June 30, 2024, provide to the MSRB in Prescribed Form (with a copy to the Paying Agent) the Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Agreement; *provided* that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than 270 days after the end of the Issuer's fiscal year if they are not available by that date but within 10 business days after they become available. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5 of this Disclosure Agreement.

(b) If the Issuer fails to provide an Annual Report to the MSRB by the date required in subsection (a), the Issuer shall send a notice of such failure to the MSRB and to the Paying Agent by a date not in excess of 10 business days after the occurrence of such failure.

Section 4. Content of Annual Reports. The Issuer's Annual Report shall contain or include by reference the following:

(a) Annual audited financial statements (unless provided at a later date, as specified in Section 3(a) above) of the Issuer and an annual update of the financial and operating data of the Issuer, to the same extent as provided in those portions identified in Exhibit A hereto. Such information may be included in a single document such as the Issuer's CAFR. When such descriptions include information that no longer can be generated because the operations to which it related have been materially changed or discontinued, a statement to that effect shall be provided in lieu of such information. Any annual financial and operating data containing modified financial information or operating data shall explain, in narrative form, the reasons for the modification and the impact of the modification on the type of financial information or operating data being provided.

(b) The audited financial statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles ("GAAP") as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board; provided, however, that the Issuer may from time to time, if required by federal or State legal requirements, modify the basis upon which its financial statements are prepared. Notice of any such modification shall be provided to the MSRB and to the Paying Agent, and shall include a reference to the specific federal or State law or regulation describing such accounting basis. If the Issuer's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report within 10 business days of when they become available.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which are available to the public on the MSRB's internet website or filed with the Commission. If the document included by reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Disclosure of Listed Events. The Issuer hereby covenants that it will disseminate in a timely manner, not in excess of 10 business days after the occurrence of the event, a Listed Event Notice to the MSRB in Prescribed Form with a copy to the Paying Agent. Notwithstanding the foregoing, notice of optional or unscheduled redemption of any Bonds need not be given under this Disclosure Agreement any earlier than the notice (if any) of such redemption is given to the owners of the Bonds. The Issuer is required to deliver such Listed Event Notice in the same manner as provided by Section 3(a) of this Disclosure Agreement.

Section 6. Duty To Update EMMA/MSRB. The Issuer shall determine, in the manner it deems appropriate, whether there has occurred a change in the MSRB's e-mail address or filing procedures and requirements under EMMA each time it is required to file information with the MSRB.

Section 7. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, respectively. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event Notice under Section 5.

Section 8. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination

Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Agreement.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, change in interpretation of the Rule or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Holders of the Bonds in the same manner as provided in the Bond Ordinance for amendments to the Bond Ordinance with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event Notice under Section 5, and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 10. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or Listed Event Notice, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report or Listed Event Notice in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or Listed Event Notice.

Section 11. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Agreement, any Holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Bond Ordinance, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer to comply with this Disclosure Agreement shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent. The Bond Ordinance is hereby made applicable to this Disclosure Agreement as if this Disclosure Agreement were (solely for this purpose) contained in the Bond Ordinance. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent.

Section 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Dissemination Agent, each Participating Underwriter and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 14. Recordkeeping. The Issuer shall maintain records of all filings of Annual Reports and Listed Event Notices, including the content of such disclosure, the names of the entities with whom such disclosure was filed and the date of filing such disclosure.

Section 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signatures on next page]

IN WITNESS WHEREOF, the Issuer has executed this Continuing Disclosure Agreement and has caused its official seal to be hereunto affixed and attested by an authorized representative, all as of the date first above written.

CITY OF NICHOLS HILLS, OKLAHOMA

By: ________________________________
Mayor

(SEAL)

ATTEST:

____
City Clerk

EXHIBIT A

DESCRIPTION OF PORTIONS OF OFFICIAL STATEMENT REQUIRING ANNUAL UPDATE

To the extent that substantially all such information is not already included in the audited financial statements or Comprehensive Annual Financial Report, financial information of the type, but not necessarily in the same form, exclusive of information only applicable to 2024, as set forth in certain tables under the captions “Tax Levy and Collection Procedures” and “Financial Information” in the Issuer’s Official Statement relating to the Bonds.

EXHIBIT B

EVENTS WITH RESPECT TO THE BONDS FOR WHICH LISTED EVENT NOTICES ARE REQUIRED

1. Principal and interest payment delinquencies.
2. Nonpayment-related defaults, if material.
3. Unscheduled draws on debt service reserves reflecting financial difficulties.
4. Unscheduled draws on credit enhancements reflecting financial difficulties.
5. Substitution of credit or liquidity providers, or their failure to perform.
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
7. Modifications to rights of security holders, if material.
8. Bond calls, if material, and tender offers.
9. Defeasances.
10. Release, substitution or sale of property securing repayment of the securities, if material.
11. Rating changes.
12. Bankruptcy, insolvency, receivership or similar event of the Issuer[1].
13. The consummation of a merger, consolidation or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
14. Appointment of a successor or additional paying agent or the change of name of a paying agent, if material.
15. Incurrence of a financial obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer, any of which affect the security holders, if material[2].
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Issuer, any of which reflect financial difficulties[2].

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[1] This event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

[2] The Issuer intends to comply with Listed Events numbered 15 and 16 above, and the definition of “Financial Obligation”, with reference to the Rule, any other applicable federal securities laws and the guidance provided by the Securities and Exchange Commission in Release No. 34-83885, dated August 20, 2018 (the “***2018 Release***”), and any further amendments or written guidance provided by the Securities and Exchange Commission or its staff with respect to the amendments to the Rule effected by the 2018 Release.

City Council Item Report

MEETING DATE

November 12, 2024

AGENDA ITEM # 9.c

Parks Management Agreement between the City of Nichols Hills and Nichols Hills Parks, Inc.

ATTACHMENTS

1. NH - Parks, Inc. Agreement (Revised 2024) 10.29.24-4.1

Parks Management Agreement

This Parks Management Agreement is between the City of Nichols Hills, Oklahoma a municipal corporation, ("City") and Nichols Hills Parks, Inc., a 501(c)(3) nonprofit organization, ("Parks, Inc.") effective as of the date approved by the Nichols Hills City Council ("the Effective Date").

Recitals

1. There are currently 35 landscaped parks and numerous landscaped medians and common areas ("the Parks" and each a "Park") in Nichols Hills, the beauty of which enhances life in and around Nichols Hills.

2. Parks, Inc. was organized in 1983 to assist the City in maintaining and beautifying the Parks. Specifically, the volunteer board members of Parks, Inc. have helped the City maintain the Parks by administering applications for donations to the Parks, coordinating the adoption of Parks by volunteers, and by raising funds for the Parks to provide maintenance and beautification that is not otherwise provided by the City.

3. Chapter 34, *Parks and Recreation,* ("the Parks Ordinance") of the Nichols Hills City Code addresses, among other things, donations of money for Parks, donations of personal property or facilities ("Park Amenities") for a Park, donations of trees and plant material for Parks, and the adoption of Parks by persons wishing to make large-scale and significant improvements to them.

4. The City and Parks, Inc. acknowledge that the primary purpose of this Agreement is to provide for the maintenance and beauty of the Parks for the benefit and enjoyment of the public, and they enter into this Agreement in furtherance of that purpose.

5. Parks, Inc. is the entity designed by the City Council to perform Park tasks contemplated by the Parks Ordinance.

Agreement

1. Relationship of the parties; designated entity. Pursuant to the Parks Ordinance, the City Council may designate an entity to perform Park tasks. Parks, Inc. is hereby designated to be that entity. The City and Parks, Inc. acknowledge that fulfilling the purpose of this Agreement for the benefit of the Parks will require the good faith cooperation and communication between themselves and with the Board of Park Commissioners of the City of Nichols Hills and the Tree Board of the City of Nichols Hills. The City and Parks, Inc. will each designate a representative(s) from time to time to facilitate cooperation and communication between them. The City and Parks, Inc. will meet no less than on a quarterly basis regarding the status of the Parks and the maintenance and beautification plans for them.

2. Term. This Agreement will continue from the date set out above until terminated by either party by providing the other party with 30 days' prior written notice.

3. The parties' obligations. The City and Parks, Inc. each agree to perform their respective obligations under this Agreement.

4. Park maintenance obligations in general. The City will provide such mowing, watering, and electricity for the Parks as is allowed by the City's annual budget for each year and for 2024-2025 will provide the maintenance responsibilities listed on Exhibit A as allowed by the City budget. Parks, Inc. will provide such seasonal plantings, trimming, fertilizing, pest control, and other maintenance for the Parks as is allowed by Parks, Inc.'s annual budget. The City and Parks, Inc. will coordinate their respective budgets and plans for maintenance and beautification of each Park. Parks, Inc. may not initiate any substantial changes, additions, or deletions to existing improvements in a Park without the City's prior written approval. Parks, Inc.'s activities will be at its sole expense. The City is not responsible for maintenance of landscape materials installed by Parks, Inc. except as set out in the Parks Ordinance.

5. Park maintenance obligations as to Park Amenities. Park Amenities donated to the City on or after the Effective Date will be maintained as set out in the Parks Ordinance. The City will not maintain flowers except as otherwise agreed by the City. As to Park Amenities in existence as of the Effective Date, the City shall maintain only those Park Amenities that are listed on Exhibit B. However, the City will not guarantee the permanency of any such Park Amenity and will not be obligated to replace any such Park Amenity that is stolen or damaged. Further, the City may cause the removal of any such Park Amenity for the following and like reasons regarding the particular Park and Park Amenity: safety concerns; deterioration; vandalism; maintenance or construction activities; and the City's inability to fund ongoing maintenance or repair. Parks, Inc. will likewise maintain all other Park Amenities existing as of the Effective Date.

6. Parks, Inc.'s activities.

A. Donated money and fundraising. Parks, Inc. will keep all money donated for Parks in a separate segregated Parks, Inc. bank account, dedicated solely for the purposes of funding maintenance and beautification of the Parks. Parks, Inc. will keep the City generally apprised of its fundraising activities and the amounts of funds available for use in the Parks. Parks, Inc. is responsible for the safe keeping of money donated to it and for ensuring the proper use of that money for the Parks as contemplated by this Agreement. None of Parks, Inc.'s duties herein described shall be construed to require Parks, Inc. to provide the City financial statements, donor lists, or any other written reports regarding fundraising activities or amounts of funds available for use in the Parks.

B. Contractors. Any contractors retained by Parks, Inc. ("Parks, Inc.'s Contractors") to perform work in the Parks are subject to the City's prior written approval and must be licensed, if applicable, and registered, if applicable, with the City as provided in Article XI, *Contractor Registration,* Chapter 8, *Buildings and Building Regulations,* or Chapter 48, *Vegetation,* of the Nichols Hills City Code, as the case may be.

C. Donations of certain Park Amenities. Pursuant to authority hereby granted to it by the City Council and the City Council's designee, as hereby designated, Parks, Inc. is responsible for the administration of implementation of acceptable donations of Park Amenities valued at $10,000 or less with insignificant associated costs. Parks, Inc. will do so in compliance with applicable laws, including the Nichols Hills City Code, and this Agreement. Parks, Inc. will keep the City informed as to the status of all such implementations.

D. Naming opportunities for donated Park Amenities, new Parks, and adopted Parks. In making decisions whether to accept or reject a particular donation or adoption pursuant to authority granted to Parks, Inc. by City Council as the City Council's designee, Parks, Inc. will only approve naming opportunities in connection with a Park Amenity, new Park, or adopted Park in honor of persons—not entities. Further, Parks, Inc. will only approve naming opportunities in honor of persons who live and/or work in Nichols Hills or who have made a significant contribution to Nichols Hills. Naming opportunities will be provided only to persons and not to entities. If Parks, Inc. approves a naming opportunity, it will ensure that any available contact information for that person(s)' family is included in the application so that the City may more easily contact the family in the future.

7. Liability for damage and release. Each party makes no warranties, express or implied, to the other as to the condition, safety, or fitness for a particular purpose of any Park or Park Amenity. The parties agree that each will in no way be liable to the other, and each releases the other from liability for any injury to anyone or damage to property associated with the other's activities.

8. Required notices by Parks, Inc. Parks, Inc. will immediately and in detail notify the City of any accidents and occurrences arising out of or during the work of Parks, Inc.'s Contractors in the Parks that result in injuries or first aid to persons, spills or releases of pollutants or contaminants, or damage to property. Parks, Inc. will also immediately notify the City if it becomes aware of any hazard or safety risk in a Park.

9. Parks, Inc.'s corporate status. Parks, Inc. will notify the City if it contemplates a change in its corporate structure, dissolution, or a material change in its By-Laws.

10. Entire Agreement; Modification. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter. All prior and contemporaneous written or oral agreements and communications between the parties are superseded by this Agreement. This Agreement may not be supplemented or modified except in a written agreement properly executed by the parties.

11. Waiver. The terms of this Agreement may be waived only by a written document executed and delivered by the waiving party to the other party. No course of dealing between the parties, delay in the exercise of any rights under this Agreement, or failure to object to any action or omission constitutes a waiver of any terms of this Agreement. A waiver of any term of this Agreement will not constitute a continuing waiver of that term.

12. Severability. If any provision of this Agreement is determined to be to any extent invalid, illegal, or unenforceable, it will be deemed stricken from this Agreement. All other provisions of this Agreement will remain in full force and effect. The stricken provision will then be deemed replaced with one that is valid and enforceable and that comes closest to expressing the parties' original intent.

[Remainder of page left blank – signature page follows]

Parks, Inc.

By:______________________________
Printed Name: ____________________
Title:_____________________________

The City of Nichols Hills, Oklahoma

APPROVED by the City of Nichols Hills, Oklahoma this __ day of _________, 2024.

ATTEST:

____________________________ By: ____________________________
City Clerk Mayor

REVIEWED for form and legality.

____
City Attorney

EXHIBIT A
Park Management Agreement between the City of Nichols Hills, Oklahoma and Nichols Hills Parks, Inc.

CITY OF NICHOLS HILLS' PARK MAINTENANCE RESPONSIBILITIES

1. As the City of Nichols Hills, Oklahoma's ("City") annual budget permits, the City will engage a lawn and landscape maintenance company to complete the following landscape maintenance services at the Parks:

    a. Weekly lawn maintenance consisting of mowing all areas, bagging all areas, edging, weedeating, blowing, removing trash, and cleaning gutters. Thirty-nine (39) services will be performed during the contract year (July 1st through June 30th). Mowing of all warm season turf will be performed 39 times, and overseeded parks will be mowed additionally as needed.

    b. Weeding of flowerbeds and removing leaves and debris will be performed with every mowing service.

    c. Leaf removal will be performed in conjunction with mowing during warm season maintenance only. Additional leaf removal services may be provided through the fall and winter to maintain a clean and kept appearance. Leaf removal shall be performed at the small park areas no less than three times per contract year. These services will remove all major leaf accumulations with the intention of beautifying these areas, as well as providing a clean appearance. Over seeded and existing rye/fescue parks will have leaf removal performed no less than five (5) times yearly. Leaf removal at non-overseeded parks shall be performed in the mid-fall, early winter, and late winter/early spring. In the Grand Boulevard Parks, leaves and debris will be removed in one cleanup, performed in the spring.

2. The City will provide landscape irrigation system controls and water to irrigate the Parks.

3. The City will utilize City personnel and equipment as available, at its sole discretion, and as the City's annual budget permits, to perform routine maintenance at the Parks, including but not limited to trash and debris removal, minor landscape irrigation system maintenance, and minor tree trimming, which shall not include the trimming of any tree which requires climbing the tree or the removal of very large trees.

4. The City will provide maintenance to all sidewalks, lighting and playground equipment existing in the Parks as of the Effective Date of this Agreement, as allowed by the City's annual budget.

5. The City will provide electricity necessary for lighting and landscape irrigation systems in the Parks.

6. The City will cause the removal of any debris which may obstruct the flow of water through the channel in the Grand Boulevard Parks.

7. The City will maintain dog waste pick-up bags in existing bag dispensers in the Parks.

8. The City will be responsible for seasonal plants at the Clock Tower.

9. The City will be responsible for mowing and irrigating the baseball fields and monument markers along Grand Boulevard.

EXHIBIT B
Park Management Agreement between the City of Nichols Hills, Oklahoma and Nichols Hills Parks, Inc.

Existing Park Amenities
As of October 29, 2024

1. **Camden Way Park**
   a. (2) Park Benches
   b. (1) Trash Receptacle
   c. (3) Streetlights
   d. (4) Lightning for Statue
   e. Lawn Irrigation System
   f. Brick Walkway

2. **Plowman Park**
   a. (1) Park Bench
   b. (1) Pet Waste Station
   c. (1) Trash Receptacle
   d. (3) Streetlights
   e. Lightning for Statue
   f. Lawn Irrigation System

3. **Bedford/Drury Lane Park**
   a. (1) Streetlight
   b. Lawn Irrigation System

4. **Mayors**
   a. (3) Streetlights
   b. `Lawn Irrigation System.

5. **Peter Hoffman Family Park**
   a. (1) Streetlight
   b. (1) Park Bench
   c. Lawn Irrigation System
   d. Boulders

6. **Randel Road Park 1**
   a. (1) Pet Waste Station
   b. (1) Trash Receptacle
   c. (1) Streetlight

d. (2) Park Benches
e. Lawn Irrigation System

7. **Randel Road Park 2**
a. (1) Streetlight

8. **E.L.K. Park**
a. (2) Trash Receptacles
b. (3) Streetlights
c. (1) Park Bench
d. (2) Pet Waste Stations
e. (1) Irrigation System

9. **Gumerson Park**
a. (3) Streetlights
b. (1) Trash Receptacle
c. Lawn Irrigation System

10. **Sherwood Circle Park**
a. (2) Streetlights
b. (3) Electric Receptacles for Christmas Lights
c. Lawn Irrigation System
d. (2) Park Benches

11. **Kite Park**
a. (1) Gazebo
b. (1) ADA Ramp
c. (1) Flagpole and Flag
d. (2) Bicycle Racks
e. (2) Picnic Tables
f. (10) Park Benches
g. (7) Trash Receptables
h. (2) Pet Waste Stations
i. (1) Drinking Fountains with Pet Bowl
j. (13) Streetlights
k. (2) Park Signs
l. Boulders
m. Playground Equipment
1 swing set North end, 1 swing set & other equipment South end
n. Lawn Irrigation System
o. 2000 Linear Feet of Sidewalk

p. Ground Lights

12. <u>Doug Taylor Park</u>

a. (1) Park Bench
b. (1) Streetlight
c. Lawn Irrigation
d. Brick Walkway

13. <u>Grand Island Park Cul-De-Sac (N)</u>

a. Lawn Irrigation

14. <u>Grand Island Park</u>

a. (3) Streetlights
b. (1) Trash Receptacles
c. (1) Pet Waste Station
d. (2) Nichols Hills Entry Monument Markers
e. Lawn Irrigation System

15. <u>Grand Island Park Cul-De-Sac (S)</u>

a. Lawn Irrigation

16. <u>G.A. Nichols Park – Clock Tower</u>

a. (1) Clock
b. (1) Streetlight
c. (1) United States Flag – (1) Tree City Flag
d. (1) Pole
e. Lawn Irrigation System
f. Brick Walkway

17. <u>Roy Devero Park</u>

a. (2) Park Benches
b. 1 concrete bench
c. (1) Trash Receptacles
d. (1) Pet Waste Station
e. (2) Streetlights
f. Lighting for Statue and **Center** Tree
g. Lawn Irrigation System
h. Brick Walkway

18. <u>Harvey Park</u>

a. (1) Trash Receptacle
b. (2) Park Benches

c. Lawn Irrigation System
d. Brick Walkway
e. (**1**) Streetlight

19. <u>Woods Park</u>

a. (5) Park Benches
b. (1) Wood Bench
c. (7) Trash Receptacles
d. (1) Pet Waste Station
e. (5) Concrete Benches
f. (2) Baseball Park Bleachers
g. (2) Baseball Park Diamond Fencing
h. Lawn Irrigation System
i. (2) Parking Lots
j. (2) Parking Lot Guard Railings
k. (2) Park Signs
l. (2) Wooden Bench
m. Boulders
n. Sidewalk
o. Totem
p. (9) Streetlights
q. (4) Plant Vases
r. Lawn Irrigation System
s. Lighting for Statues

20. <u>Grand Blvd Park</u>

a. (4) Trash Receptacles
b. (4) Pet Waste Stations
c. (1) Pedestrian Bridge
d. (1) Metal Pedestrian Bridge
e. Fire Truck Pad
f. (8) Park Benches
g. Boulders
h. (10) Streetlights
i. Lawn Irrigation System
j. (1) Park Plaque

21. <u>Evangeline Park</u>

a. (3) Concrete Benches
b. (1) Trash Receptacles
c. (1) Pet Waste Station
d. (2) Streetlights

e. (1) Plaque
f. Lawn Irrigation System

22. Tankersly-Bankhead Park

a. (1) Trash Receptacle
b. (1) Pet Waste Station
c. (3) Streetlights
d. Lawn Irrigation System
e. (1) Park Bench

23. Polk Park

a. (1) Park Bench
b. (1) Statue
c. (2) Streetlights
d. Lawn Irrigation Systems

24. Margaret Davis Park

a. (7) Streetlights
b. Playground Equipment & Swing set
c. (4) Park Benches
d. (2) Picnic Tables
e. (3) Trash Cans
f. (2) Pet Waste System
g. (2) Drinking Fountain with Pet Bowl
h. (2) Park Signs
i. (1) Tetherball
j. (1) Climbing Dome
k. (2) Statues
l. Sidewalk with lights
m. Lighting for statues
n. Lawn Irrigation System

25. Anderson Park

a. (1) Gazebo
b. (2) Bird Feeders
c. (1) Trash Receptacles

d. (1) Pet Waste Stations
e. (3) Streetlights
f. Lawn Irrigation System
g. Brick Walkway

26. <u>Waverly / Wilshire Park (S)</u>

a. (3) Streetlight
b. Lawn Irrigation System

27. <u>Waverly / Wilshire Park (N) @ Glenwood</u>

a. (1) Streetlight
b. Lawn Irrigation System

28. <u>James D. Moran Park 1 @ Waverly & Waverly</u>

a. (1) Streetlight
b. Lawn Irrigation System

29. <u>Avondale Park</u>

a. (1) Water Fountain
b. (2) Park Benches
c. (3) Streetlights
d. (1) Pet Waste Station
e. (1) Trash Receptacle
f. Lawn Irrigation System
g. Brick Walkway
h. (1) Plaque

30. <u>Avondale Ct Park</u>

a. (1) Park Bench
b. (1) Streetlight
c. Lawn Irrigation System
d. (3) Boulders

31. <u>Drake Family Park</u>

a. (3) Streetlights
b. (2) Park Benches

c. (1) Trash Receptacle
d. (1) Pet Waste Station
e. (1) Frost Free Faucet
f. (1) Statue
g. Lighting to Statue
h. (1) Concrete Bird Bath
i. Lawn Irrigation System

32. <u>James D. Moran Park 2</u>

a. (2) Park Benches
b. (1) Trash Receptacle
c. (1) Pet Waste Station
d. (3) Streetlights
e. Lawn Irrigation System

33. <u>James D. Moran Park 3</u>

a. (1) Streetlight
b. Lawn Irrigation System

34. <u>Dorset / Somerset Park</u>

a. (1) Streetlight
b. (1) Park Bench
c. (1) Trash Receptacle
d. Lawn Irrigation System

35. <u>Lisle Park</u>

a. (1) Park Bench
b. (2) Streetlights
c. (1) Statue
d. Lighting to Statue
e. Lawn Irrigation System
f. Boulders

36. <u>Redbud Park</u>

a. (2) Park Benches
b. (7) Streetlights

c. Lawn Irrigation System
d. Brick Walkway

37. Nichols Road Park

a. (1) Pet Waste Station
b. (1) Trash Receptacle
c. (2) Streetlights
d. (1) Park Sign
e. (2) Wood Park Benches
f. Lawn Irrigation System

38. RedBud Classic Park

a. Electrical Receptacles
b. Lawn Irrigation System
c. Boulder

39. Love Family Park

a. (6) Trash Receptacles
b. (4) Pet Waste Stations
c. (15) Park Benches
d. (1) Art Platform w/Lights
e. (3) Park Signs
f. (1) Bike Rack
g. (2) Pedestrian Bridges
h. (1) Drinking Fountain with Pet Bowl
i. (1) Zero Edge Pool
j. Pool Equipment enclosed with Rod Iron Fence
k. Rod Iron Fencing Along Northern edge of Channel
l. Lawn Irrigation System
m. Landscape Boulders and Flagstone Caps
n. Sidewalk

40. Bird Feeder / Butterfly Garden Park

a. (4) Trash Receptacles
b. (4) Pet Waste Stations
c. (4) Park Benches
d. (5) Bird Feeders / Houses
e. Irrigation to Butterfly Garden

41. <u>Water Tower Park</u>

a. Lawn Irrigation
b. Water Tower
c. Stockade Fence

42. <u>Pollinator Garden</u>

CITY OF NICHOLS HILLS OKLAHOMA

City Council Item Report

MEETING DATE

November 12, 2024

AGENDA ITEM # 9.d

An Ordinance amending Article VII of Chapter 8 of the Nichols Hills City Code regarding construction and demolition site Stop Work Orders; repealing all conflicting ordinances or parts of ordinances; providing for severability; and declaring an emergency.

ATTACHMENTS

1. NH-Construction Site Stop Work Orders ordinance - 10.28.24-2.1

Published in ________________________________ on _____________ ___, 2024

ORDINANCE NO. ____________________________

AN ORDINANCE AMENDING ARTICLE VII OF CHAPTER 8 OF THE NICHOLS HILLS CITY CODE REGARDING CONSTRUCTION AND DEMOLITION SITE STOP WORK ORDERS; REPEALING ALL CONFLICTING ORDINANCES OR PARTS OF ORDINANCES; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

EMERGENCY ORDINANCE

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NICHOLS HILLS, OKLAHOMA:

Section 1. Section 8-481 of the Nichols Hills City Code is hereby added to the Code, with new language underlined, to wit:

Section 8-481. Stop Work Orders.

In addition to the other remedies and enforcement powers available to the City, including those set out in Section 8-1 and Section 8-452, the Code Official may, upon written notice given to the Owner of the Property, or to the Owner's agent, or to the Person doing the work, stop work on any construction site or demolition site that is not in compliance with the requirements set out in this Chapter. Such notice must state the conditions upon which the work is authorized to resume. Where an emergency exists, the Code Official is not required to give a written notice prior to stopping the work. Any Person who continues any work on a construction site or demolition site after having been served with a Stop Work Order, except such work as that Person is directed by the Code Official to remove a violation or unsafe condition, will be guilty of an offense and, upon conviction, will be punished as provided in Section 1-16.

Sec. 8-48~~0~~ 2– 8-497. Reserved.

Section 2. All ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 3. The provisions of this ordinance are severable and if any part or provision hereof shall be adjudged invalid by any court of competent jurisdiction, such adjudication shall not affect or impair any of the remaining parts or provisions hereof.

Section 4. EMERGENCY SECTION. WHEREAS, in the judgment of the Council it is necessary for the preservation of the peace, health, welfare and safety of the City of Nichols Hills, Oklahoma, and of the inhabitants thereof that the provisions of this ordinance be put into full force and effect immediately, and therefore an emergency is hereby declared to exist by reason whereof this ordinance shall take effect and be in full force from and after its passage as provided by law.

PASSED by the Council of the City of Nichols Hills, Oklahoma, on the ____ day of ___________, 2024.

APPROVED by the Mayor of the City of Nichols Hills, Oklahoma, on the ____ day of ________ __________________, 2024.

ATTEST:

____
Mayor

____
____
City Clerk

Reviewed as to Form and Legality:

____
City Attorney

CITY OF NICHOLS HILLS OKLAHOMA

City Council Item Report

MEETING DATE

November 12, 2024

AGENDA ITEM # 9.e

An Ordinance amending the Nichols Hills City Code regarding fences; repealing all conflicting ordinances or parts of ordinances; providing for severability; and declaring an emergency.

ATTACHMENTS

1. NH- Fence Ordinance - 10.28.24-3.1

Published in ______________________________ on ____________ ___, 2024

ORDINANCE NO. ___________

AN ORDINANCE AMENDING THE NICHOLS HILLS CITY CODE REGARDING FENCES; REPEALING ALL CONFLICTING ORDINANCES OR PARTS OF ORDINANCES; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

EMERGENCY ORDINANCE

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NICHOLS HILLS, OKLAHOMA:

Section 1. Chapter 8, Article IV, Division 3 titled *Fences and Walls* of the Nichols Hills City Code is amended as follows, with deleted language stricken through and new language underlined, to wit:

*****

Sec. 8-166. Setback requirements for Fences and walls; procedure for appeals.

*****

~~(d) The Board of Adjustment shall have the power, in specific cases and upon such conditions as the board shall deem appropriate, to grant such Variance from the terms of subsection (a) of this Section as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions thereof will result in unnecessary hardship and, by granting a Variance, the spirit of this Section will be observed and substantial justice will be done. Such Variances may be granted only upon findings by the Board of Adjustment that the application of this Section to the particular piece of Property would create an unnecessary hardship; such conditions are peculiar to the particular piece of Property involved; and relief, if granted, would not cause substantial detriment to the public good, or impair the spirit, purposes and intent of the restrictions contained in subsection (a) of this Section.~~

~~(e) Appeals to the Board of Adjustment shall be taken by filing a Notice of Appeal with the City Clerk, together with a list of all Owners of Property within a 300-foot radius of the exterior boundary of the subject Property, and payment of a fee in the amount established in the City Fee Schedule. Notice of the public hearing by the Board of Adjustment shall be given in the same manner as required for hearings on requested Variances from the terms of the Zoning Ordinances; and the provisions of Chapter 50, Article IV, shall apply to all proceedings before the Board of Adjustment for Variances from the terms of subsection (a) of this Section.~~

Sec. 8-167. Height restriction as to Fences and walls.

Except as otherwise specifically stated in this Code, ~~N~~ no Fence or wall higher than eight feet above ground level shall be erected or constructed on any premises within the City. ~~The architectural design and material used for the construction of any Fence or wall shall harmonize with the Main Building and shall comply with applicable plat restrictions, if any.~~ ~~The Board of Adjustment shall have the same power to grant Variances from the terms of this Section as is granted in Section 8-166(b) and (c) for the granting of Variances from the terms of Section 8-166(a). The conditions, standards and provisions of Section 8-166(b) and (c) shall apply to all~~

~~proceedings before the Board of Adjustment for Variances from the terms of this Section.~~

*****

Sec. 8-171. Required Fence appearance; Fence and wall maintenance.

(a) *Better side for visible Fences.* Fences visible from churches, public Streets and public parks shall be constructed with the better side facing the church, public Street or public park and all stringers, posts, and other supports upon which Fence panels are mounted shall be located on the inside of the Fence facing the interior of the Property.

(b) *Better side for sight-proof screening*. Where a development is required by the City Zoning Code to provide sight-proof screening for abutting Property, the better sides shall face the abutting Property.

(c) *Design and materials.* The architectural design and material used for the construction of any Fence or wall shall harmonize with the Main Building.

(d) *Fence and Wall maintenance*. All Fences and Walls must be maintained in good condition in compliance with the applicable provisions of the International Property Maintenance Code, as modified and adopted by the City, including protection of Fence and Wall surfaces as required.

Sec. 8-172. Additional requirements for visible Fences and walls in the Residential Zoning Districts.

Fences and walls in the E-1 Estate District, the E-2 Urban Estate District, the R-1-75 Single-Family Residential District, the R-1-60 Single-Family Residential District, and the R-2 Two-Family Residential District that are visible from a Street or any public way must meet the following requirements:

(a) *Iron Fences.* Iron Fences are permitted. Iron Fences must contain columns or pilasters at least every 20 feet along the Fence to break up large undifferentiated masses of Fence.

(b) *Wood Fence construction.* Wood Fences must be capped and must contain columns or pilasters at least every 20 feet along the Fence to break up large undifferentiated masses of the Fence. Wood Fences subject to this Section may be constructed with a combination of wood, stone or masonry support columns.

(c) *Wall construction.* Walls must be constructed out of stone, masonry or similar materials approved by the Code Official, and must contain columns or pilaster at least every 20 feet along the wall to break up large undifferentiated masses of the wall. The Code Official may only approve materials that are the same materials and colors used on the Main Building; provided, in no case will corrugated steel materials be approved for construction of a wall.

(d) *Height restrictions.* Fences and walls subject to this Section must comply with the height restrictions for Fences and walls set out in this Division; provided, the caps, columns or pilasters required by this Section may extend six inches above the Fence or wall element.

(e) *Setbacks.* Any Fence or wall subject to this Section must, to the extent practicable, be set back and contoured to match the contours of abutting public streets and other rights-of-way.

(f) *Code Official authority to impose conditions on issuance of Fence Permits.* The Code Official is authorized to impose conditions on issuance of Fence Permits to address possible interference by the proposed Fence or wall with drainage of adjoining properties.

(g) *Preexisting Fences and walls (grandfathering).* Fences and walls installed prior to the effective date of this Section must be brought into compliance for any replacement or repair of the Fence or wall that requires a Fence Permit.

Sec. 8-17~~2~~ 3. Additional Fence and wall restrictions for Combined Lots.

*****

~~(c) The Board of Adjustment shall have the same power to grant Variances from the terms of this Section as is granted in Section 8-166(b) and (c) for the granting of Variances from the terms of Section 8-166(a).~~

Sec. 8-17~~3~~ 4. Playground Equipment enclosures.

****

Sec. 8-175. Variance or Appeals.

Variances from the strict application of this Division and appeals from the action of the City regarding Fence Permits will be handled in the same manner as provided for in Chapter 50, Article IV, Division 6.

Secs. 8-17~~5~~ 6—8-199. Reserved.

Section 2. All ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 3. The provisions of this ordinance are severable and if any part or provision hereof shall be adjudged invalid by any court of competent jurisdiction, such adjudication shall not affect or impair any of the remaining parts or provisions hereof.

Section 4. EMERGENCY SECTION. WHEREAS, in the judgment of the Council it is necessary for the preservation of the peace, health, welfare and safety of the City of Nichols Hills, Oklahoma, and of the inhabitants thereof that the provisions of this ordinance be put into full force and effect immediately, and therefore an emergency is hereby declared to exist by reason whereof this ordinance shall take effect and be in full force from and after its passage as provided by law.

PASSED by the Council of the City of Nichols Hills, Oklahoma, on the ____ day of ___________, 2024.

APPROVED by the Mayor of the City of Nichols Hills, Oklahoma, on the ____ day of ________ ____________, 2024.

ATTEST:

____

Mayor

____
City Clerk

Reviewed as to Form and Legality:

____
City Attorney

CITY OF NICHOLS HILLS OKLAHOMA

City Council Item Report

MEETING DATE

November 12, 2024

AGENDA ITEM # 9.f

An Ordinance amending the employee retirement system, defined benefit plan for the City of Nichols Hills & Nichols Hills Municipal Authority, Oklahoma by adopting a revised and restated retirement plan; providing retirement benefits for eligible employees of the City of Nichols Hills & Nichols Hills Municipal Authority. Oklahoma; providing for purpose and organization; providing for definitions; providing for eligibility and participation; providing for non-alienation of benefits; providing for employer and employee contributions; providing for accounting, allocation, and valuation; providing benefits; providing for required notice; providing for amendments and termination; providing for transfer to and from other plans; creating a retirement committee and providing for powers, duties, and rights of retirement committee; providing for payment of certain obligations; providing for duration and payment of expenses; providing for effective date; providing for vesting schedules; providing for a fund to finance the system to be pooled with other incorporated cities, towns, and their agencies and instrumentalities for purposes of administration, management, and investment as part of the Oklahoma Municipal Retirement Fund; providing for payment of all contributions under the system to the Oklahoma Municipal Retirement Fund for management and investment; providing for repealer and severability; adopting those amendments mandated by the Internal Revenue Code; and declaring and emergency.

ATTACHMENTS

1. OkMRF Ordinance
2. Defined Benefit Mater Plan
3. OkMRF Letter
4. McAfee Letter

ORDINANCE NO. ___________

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

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

Section 1. That pursuant to the authority conferred by the laws of the State of Oklahoma, and for the purpose of encouraging continuity and meritorious service on the part of City employees and thereby promote public efficiency, there is hereby authorized created, established, and approved and adopted, effective as of **January 1, 2025**, the amended and restated Plan designated "Employee Retirement System of the City of Nichols Hills & Nichols Hills Municipal Authority, Oklahoma, Defined Benefit Plan," (hereinafter called System), an executed counterpart of which is marked Exhibit "A" (Joinder Agreement) and Exhibit "B" (amended and restated plan) and attached hereto as part hereof.

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

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

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

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

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

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

Section 7. EMERGENCY. Whereas, in the judgment of the City Council of the City of Nichols Hills & Nichols Hills Municipal Authority, Oklahoma, the public peace, health, safety, and welfare of the City of Nichols Hills & Nichols Hills Municipal Authority, Oklahoma, and the inhabitants thereof demand the immediate passage of this Ordinance, an emergency is hereby declared, the rules are suspended, and this Ordinance shall be in full force and effective on its passage, approvals and publication.

END

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

City of Nichols Hills & Nichols Hills Municipal Authority

By ______________________________________
Mayor

ATTEST:

____
Clerk

Approved as to form and legality on ________________________, ________.

____
CITY ATTORNEY

OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED BENEFIT PLAN
JOINDER AGREEMENT

City of Nichols Hills & Nichols Hills Municipal Authority [a municipality chartered, incorporated or formed under the laws of Oklahoma], a city, town, agency, instrumentality, or public trust located in the State of Oklahoma, with its principal office at Nichols Hills, Oklahoma, hereby establishes a Defined Benefit Plan to be known as City of Nichols Hills & Nichols Hills Municipal Authority Plan (the "Plan") in the form of The Oklahoma Municipal Retirement Fund Master Defined Benefit Plan.

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

1. Dates.

[ ] This instrument is a new Plan effective __ (the "Effective Date") [such date may not be earlier than the first day of the Plan Year in which it is executed].

[**X**] This instrument is an amendment, restatement and continuation of the Previous Plan, which was originally March 1, 1977. The effective date of this Joinder Agreement is **January 1, 2025** (the "Effective Date") [such date may not be prior to the first day of the Plan Year of the date of adoption], except as otherwise stated in the Plan and the Joinder Agreement.

2. Employee.

The word "Employee" shall mean:

[**X**] Any person other than a Leased Employee who, on or after the Effective Date, is considered to be a regular full-time employee in accordance with the Employer's standard personnel policies and practices, and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors or volunteer firefighters. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.

[ ] Any person other than a Leased Employee who, on or after the Effective Date, is considered to be a regular employee in accordance with the Employer's standard personnel policies and practices (including part-time, seasonal and temporary employees), and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.

[ ] Any person who, on or after the Effective Date, is an employee of the Employer and holds the position of:

- [ ] City Manager, City or Town Administrator, President, Chief Executive Officer, General Manager, or District Manager, as applicable.
- [ ] Assistant City Manager [ ] Chief of Police [ ] Fire Chief
- [ ] Department Head or Department Manager [ ] Finance Director or Chief Financial Officer
- [ ] General Counsel or Municipal Attorney [ ] Municipal Judge
- [ ] _ (specify position) [do not specify the name of the individual or a finite group unless the Plan otherwise provides continuing eligibility to a specified position or group]

The word "Employee" shall **not** include:

[**X**] Any person who is currently accruing benefits under any other state or local retirement system.

[ ] Any person in the following position and who is covered under another retirement program of system approved by the City:

- [ ] City Manager, City or Town Administrator, President, Chief Executive Officer, General Manager, or District Manager, as applicable.
- [ ] Assistant City Manager [ ] Chief of Police [ ] Fire Chief
- [ ] Department Head or Department Manager [ ] Finance Director or Chief Financial Officer
- [ ] General Counsel or Municipal Attorney [ ] Municipal Judge
- [ ] (specify position) [do not specify the name of the individual or a finite group unless the Plan otherwise provides continuing eligibility to a specified position or group]

[ ] Any person who is _ [must be definitely determinable]

3. **Eligibility.**
Eligible Employees shall commence participation in the Plan: (Select only one)
[ ] month(s) (any number of months up to twelve consecutive) after the Employee's Employment Commencement Date or the date the individual meets the definition of Employee in Section 2 hereof, provided that the individual has met the definition of Employee in Section 2 hereof throughout such period.
[**X**] On the Employee's Employment Commencement Date.

4. **Definition of Compensation.**
Compensation shall exclude the item(s) listed below:
[ ] No exclusions.
[ ] Overtime pay. [ ] Bonuses.
[ ] Commissions. [ ] Longevity pay. [**X**] Severance pay.
[**X**] Accrued vacation or sick leave paid upon termination of employment and moving expenses.
[ ] Fringe benefits, expense reimbursements, deferred compensation and welfare benefits.
[ ] Other: [must be definitely determinable]

5. **Average Monthly Compensation.**
Effective January 1 2014, the considered period for purposes of the definition of "Average Monthly Compensation" in Section 2.1 of The Oklahoma Municipal Retirement Fund Master Defined benefit Plan is:
[**X**] a) With respect to the Plan BB portion of a Participant's benefit calculations under Section 7.B. of this Joinder Agreement, sixty (60) consecutive months.
b) With respect to the Plan AA portion of a Participant's benefit calculations under Section 7.B. of this Joinder Agreement, sixty (60) consecutive months prior to January 1, 2014.
[ ] thirty-six (36) consecutive months.

6. **The Employer hereby elects the following Plan design:**
[**X**] Mandatory Contribution Option. A Participant shall be required to contribute to the Plan for each Plan Year the percentage of his Compensation ("Mandatory Contributions") required by the Plan in Section 8 of this Joinder Agreement. Mandatory Contributions shall be made by payroll deductions. A Participant shall authorize such deductions in writing on forms approved by, and filed with, the Committee.

If the Participant's Mandatory Contributions pursuant to the preceding paragraph are to be taxed deferred:
[**X**] Pick Up Option. The Employer hereby elects to have the provisions of Section 3.4 of the Plan apply. The Employer shall pick up and pay the percentage of each Participant's Compensation required to be contributed as of **September 1, 1989** [insert date] in lieu of contributions by the Participant. No Participant shall have the option of receiving the contributed amounts directly as Compensation.
[ ] Non-Contributory Option. Participants shall not be required nor permitted to contribute to the Plan.

7. A. **Payment Options.** The Employer hereby elects the following minimum number of payments for employees eligible to receive benefits under Article IV of the Plan:
[ ] Sixty (60) monthly payments.
[**X**] One hundred and twenty (120) monthly payments.

B. **Plan Options.** The Employer hereby elects the following plan designation and percentage used in calculating benefits under Section 5.1 of the Plan.
[ ] Plan AAA – 3.00% with no maximum Years of Service
[ ] Plan AAA – 3.00% recognizing a maximum of 22 Years of Service
[**X**] Plan AA 2.625% for all Service prior to January 1, 2014
[**X**] Plan BB 2.25% for all Service beginning January 1, 2014
[ ] Plan CC 1.875% [ ] Plan A 1.50% [ ] Plan B 1.125% [ ] Plan C .75%

C. **Normal Retirement Age.** Normal retirement age shall be:
[**X**] age 65 with completion of five (5) Years of Service for persons hired on or after July 1, 2006
[ ] The earlier of (i) and (ii) as follows:
(i) age 65 with completion of five (5) Years of Service
(ii) the later of (a) or (b), where (a) and (b) are as follows:
(a) [ ] age 62 [ ] ______
(b) [ ] the age at which the Participant has completed 30 Years of Service.
[ ] the age at which the Participant has completed ______ Years of Service

Examples: An employee hired at age 20 who worked for 30 years and terminated at age 50 would be entitled to unreduced payments at age 62.
An employee hired at age 30 who worked for 25 years and terminated at age 55 would be entitled to unreduced payments at age 65.

[**X**] Modified Rule of 80 for persons hired before July 1, 2006:
The earlier of (i) and (ii) as follows:
(i) age 65 with completion of five (5) Years of Service
(ii) the later of age 55 and the age at which the sum of the Participant's age in completed years and the participant's number of completed Years of Service in the Fund total 80 or greater. To be eligible, the Participant's age plus Years of Service in the Fund must be at least 80 prior to termination of employment (or, after termination of employment in the case of a Participant who transfers to another Municipality in accordance with Section 8.1(b) of the Plan).

Examples: 1. An employee hired at age 30 who worked for 25 years and terminated at age 55 would be entitled to unreduced payments immediately. Age 55 plus 25 years equals 80.
2. An employee hired at age 20 who worked for 30 years and terminated at age 50 would be entitled to unreduced payments at age 55. The employee has age plus Years of Service points at age 50 but the minimum age for payment is 55.
3. An employee hired at age 25 who worked for 25 years and terminated at age 50 would be entitled to unreduced payments at age 65. Age 50 plus 25 years is less than 80, so the Normal Retirement Age is 65.

[Note: The Normal Retirement Age of an employer's plan must comply with the final NRA regulations under Treas. Reg § 1.401(a)-1(b) applicable to governmental pension plans effective for employees hired during plan years beginning on or after the close of the first regular legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is three (3) months after the final regulations are published in the Federal Register.]

D. Vesting Options. The Employer hereby elects the following vesting option to determine an Employee's eligibility to receive retirement benefits.
[ ] Ten Year Cliff Vesting Schedule
[**X**] Seven Year Cliff Vesting Schedule
[ ] Five Year Cliff Vesting Schedule

E. Service Credit Prior to Effective Date. The Employer hereby elects to include the following limitation of service prior to the effective date.
[**X**] No limitation
  [**X**] For all purposes under the Plan
  [ ] With respect to Service for purposes of vesting and attainment of Normal Retirement Age
[ ] Service credit prior to the effective date shall not exceed years
  [ ] For all purposes under the Plan
  [ ] With respect to Service for purposes of benefit accruals.

F. Service Buyback. The Employer hereby elects
[ ] No service buyback pursuant to Section 10.10 of the Plan
[**X**] The service buyback provisions of Section 10.10 of the Plan.

G. Service for Worker's Compensation Period. If a Participant is on an Authorized Leave of Absence and is receiving worker's compensation during such Authorized Leave of Absence, such Participant
[**X**] shall be credited with Service for such period for purposes of vesting only and not for purposes of benefits, but no Employee contributions shall be made with respect to the Participant for such period.
[ ] shall not be credited with Service for such period.

8. Contributions by Participants.

If Participants are required to contribute to the cost of providing benefits under this Plan, such contributions shall be based on the plan designation selected in Section 7B above and shall apply to pay periods commencing on and after **July 1, 2022**.

a. [ ] The Participant contribution formula in Section 3.3 of the Plan shall use the following percentage for the Plan Option selected in Section 7B of this Joinder Agreement:

Plan AAA – 6.00%

Plan AA - 5.25%	Plan BB - 4.50%	Plan CC - 3.75%
Plan A – 3.00%	Plan B - 2.25%	Plan C - 1.50%

b. [**X**] The contribution formula shall be **3.00%** [insert number between 0 and twelve] of compensation.

c. [ ] The contribution as annually determined each year shall be shared by the Participant and Employer as follows: Employee portion % Employer portion %

(Participant plus Employer percentages must total 100%.)

The contribution will be actuarially determined based on Plan assets and liabilities as of January 1 of each year as a percent of payroll, which will then be shared between the Employer and Participant as noted above. These contribution rates will be in effect from July 1 of that year until June 30 of the subsequent year.

9. Cost-of-Living Option.

For purposes of adjusting retiree and beneficiary pensions, the Employer hereby elects the following:

[**X**] No Cost-of-Living Option on Future Service Benefits effective June 30, 2011. Future Service Benefits refer to pension benefits accruals after June 30, 2011.

[**X**] Cost-of-Living Option. This election applies to Sections 5.1 (Normal Pension), 5.2 (Early Pension), 5.3 (Disability Pension), 5.4 (Deferred Vested Pension), 6.2 (Death Prior to Commencement of Pension), 6.3(a) and 6.3(b) (Death After Commencement of Pension), and 6.4 (Spouse's Pension) and provides annual benefit increases or decreases of the smaller of three percent (3%) or the percentage change in the Consumer Price Index.

The effective date of the Cost-Of-Living Option shall be July 1, 1980 (the original date that the Employer elected the Cost-of-Living Option) through June 30, 2011 and shall apply for benefit accruals earned through June 30, 2011, the original date that the Employer elected the Cost-Of-Living Option.

10. Retiree Plan Improvement Option.

Benefits payable to or on behalf of a former Employee under Article V, Article VI, or Article VII of the Plan, which are due or in the course of payment on or after the Effective Date of this Joinder Agreement, shall

[ ] be increased according to the Plan Option elected herein. Such increased benefits shall be reflected in any periodic payments due or paid on or after the Effective Date of the Joinder Agreement. It is not intended for this change to be retroactive and any periodic payments due prior to such date shall not be affected.

[ ] be increased by % effective . Such increased benefits shall be reflected in any periodic payments due or paid after such date. It is not intended for this change to be retroactive and any periodic payments due prior to such date shall not be affected.

[**X**] not be increased unless such former Employee is subject to Section 10.8 or 10.9 of the Plan, but shall continue to be paid under the terms of the Previous Plan.

11. Limitations on Optional Benefit Forms.

Section 7.2 of the Plan provides for a lump sum payment form, an installment payment form that would be payable over a fixed number of years (at which time all payments would cease), or the purchase of an insured annuity. The Employer hereby elects the following:

[ ] Optional benefit forms under Section 7.2 of the Plan will not be permitted.

[**X**] Optional benefit forms under Section 7.2 of the Plan will be permitted, subject to Retirement Committee approval for any such elections by a Participant, subject to the following limitation(s):

NONE

(The above election has no effect on the joint and survivor optional benefit forms under Section 7.1).

12. Defined Contribution Option.

[ ] Not applicable.

[**X**] Participant shall be entitled to the benefit under this option as described in Sections 3.6 and 6.8 of the Oklahoma Municipal Retirement Fund Master Defined Benefit Plan, in addition to the benefit determined according to Section 7B. Each Participant shall be required to contribute to the Plan **8.00%** of his or her Compensation. Those contributions shall be picked up and assumed by the Employer and paid to the Fund in lieu of contributions by the Participant. No Participant shall have the option of receiving the contributed amounts directly as Compensation.

This option shall be effective **October 1, 1999** [include the earlier of the date this Option was originally adopted in a Joinder Agreement or the date of adoption in the current Plan Year].

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

IN WITNESS WHEREOF the City of Nichols Hills & Nichols Hills Municipal Authority has caused its corporate seal to be affixed hereto and this instrument to be duly executed in its name and behalf by its duly authorized officers this __________ day of ______________, _____.

City of Nichols Hills & Nichols Hills Municipal Authority

By:______________________________

Attest:

Title:______________________________

____

Title:_________________________

(SEAL)

The foregoing Joinder Agreement is hereby approved by the Oklahoma Municipal Retirement Fund this ________ day of ________________, ______.

OKLAHOMA MUNICIPAL RETIREMENT FUND

By:____

Title:____

Attest:

____

Secretary

(SEAL)

Required Disclosures. This Joinder Agreement is to be used only with the Oklahoma Municipal Retirement Fund Master Defined Benefit Plan. Failure to properly complete this Joinder Agreement may result in failure of the Plan to qualify under Code Section 401(a). In accordance with IRS Rev. Proc. 2017-41, the Provider (as defined in Rev. Proc. 2017-41) who has obtained Internal Revenue Service approval of the Oklahoma Municipal Retirement Fund Master Defined Benefit Plan has authority under the Plan document to amend the Plan on behalf of adopting employers for certain changes in the Code, regulations, revenue rulings, other statements published by the Internal Revenue Service, including model, sample or other required good faith amendments. The Provider will inform adopting employers of any such amendments or of the discontinuance or abandonment of the Pre-Approved Plan document. The name, address and telephone number of the Provider are: McAfee & Taft A Professional Corporation, 8th Floor, Two Leadership Square, 211 N. Robinson, Oklahoma City, OK 73102, telephone (405) 552-2231. Any inquiries by the adopting employer regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the Internal Revenue Service advisory letter on the Pre-Approved Plan may be directed to the Provider.

Reliance on Sponsor Opinion Letter. The Provider has obtained from the IRS an Opinion Letter (as defined in Rev. Proc. 2017-41) specifying the form of this Joinder Agreement and the basic plan document satisfy, as of the date of the Opinion Letter; Code §401. An adopting Employer may rely on the Preapproved Plan Sponsor's IRS Opinion Letter only to the extent provided in Rev. Proc. 2017-41. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter and in Rev. Proc. 2017-41 or subsequent guidance. In order to have reliance in such circumstances or with respect to such qualification requirements, the Employer must apply for a determination letter to Employee Plans Determinations of the IRS.

OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED BENEFIT PLAN

OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED BENEFIT PLAN

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ARTICLE I.

Purpose and Organization

1.1 Purpose: The purpose of this Plan is to encourage the loyalty and continuity of service of the Participants, to provide retirement benefits for all eligible Employees of the Employer, as hereinafter defined, who complete a period of faithful service and become eligible hereunder, and to qualify the Plan under Sections 401(a) and 501(a) of the Code by meeting the requirements of Code Section 414(d). The benefits provided by this Plan will be paid from a Fund established by the Employer and will be in addition to the benefits Employees are entitled to receive under any other programs of the Employer and from the Federal Social Security Act.

This Plan and the separate related Fund forming a part hereof are established and shall be maintained for the exclusive benefit of the eligible Employees of the Employer and their Beneficiaries. To the extent this Plan is a governmental retiree benefit plan under Section 401(a)(24) of the Code, and prior to the termination of the Plan and satisfaction of all liabilities of the Plan, no part of the corpus or income of the Fund shall be used for, or diverted to, purposes other than for the exclusive benefit of the Plan participants and their beneficiaries.

1.2 Parties: The Oklahoma Municipal Retirement Fund hereby adopts and establishes this Plan for the benefit of Employees of those Employers, as defined herein, formed, chartered or incorporated under the laws of the State of Oklahoma, who wish to adopt it by executing a Joinder Agreement which incorporates this Plan by reference.

ARTICLE II.

Definitions and Construction

2.1 Definitions: Where the following words and phrases appear in this Plan, they shall have the respective meanings set forth below, unless their context clearly indicates to the contrary:

(a) Accrued Pension: The Pension (other than a Disability Pension) determined under the Plan expressed in the form of a monthly benefit commencing at Normal Retirement Date (or date of determination in the case of a Late Pension), which an Employee has accrued at any time under the provisions of the Plan, regardless of his vested status, determined as if he had then terminated employment.

(b) Actuarial Equivalent: Equality in value of the aggregate amounts expected to be received under different forms of payment. Benefits for annuity starting dates beginning prior to the Effective Date will be calculated under the terms of the Previous Plan. For annuity starting dates beginning on or after the Effective Date, except as otherwise specifically noted, the determination of such equality will be based on the Pub-2010 Public Retirement Plans Mortality Table as follows:

Interest: 7.25%

Participant mortality: the weighted average reflecting 2/3 of the PubG-2010.M table and 1/3 of the PubG-2010.F table

Spouse mortality: the weighted average reflecting 2/3 of the PubG-2010.F table and 1/3 of the PubG-2010.M table

Except as provided herein, in the event this Subsection is amended, with respect to a Participant who would be eligible for a Normal Pension or Early Pension on the date of amendment if his employment terminated, the Actuarial Equivalent of such Participant's Accrued Pension with an annuity starting date beginning on or after the date the change is adopted shall be determined as the greater of (i) the Actuarial Equivalent of the Accrued Pension as of the date of change computed on the old basis, or (ii) the Actuarial Equivalent of the total Accrued Pension computed on the new basis.

For purposes of determining the benefit limitations under §415(b)(2)(B), (C), or (D) of the Internal Revenue Code as set forth in Section 10.1 of the Plan the applicable mortality table for annuity starting dates prior to December 31, 2002 is set forth in Rev. Rul. 95-6. 1995-1 C.B. 80, and for annuity starting dates on or after December 31, 2002 is set forth in Rev. Rul. 2001-62, 2001-53, I.R.B. 632.

(c) Aggregate Contributions: The Employee's aggregate contributions pursuant to Sections 3.3 and/or 3.4 hereof, plus interest thereon accrued at the rate determined by the Trustee, compounded according to uniform rules adopted by the Trustees. Prior to January 1, 1983, the interest rate for crediting interest was three and one-half percent (3 ½%) per annum.

(d) Authorized Agent: The City Clerk of the Employer or such other person designated by the Employer to carry out the efficient operation of the Plan at the local level.

(e) Authorized Leave of Absence: Any absence authorized by the Employer under the Employer's standard personnel practices applied to all persons under similar circumstances in a uniform manner, including any required military service during which a Participant's re-employment rights are protected by law; provided that he resumes employment with the Employer within the applicable time period established by the Employer or by law.

(f) Average Monthly Compensation: The result obtained by dividing the total Compensation paid to an Employee during a considered period by the number of months, including fractional months, for which such Compensation was received. The considered period shall be the number of consecutive months of reported pay selected in Joinder Agreement within the last one hundred twenty (120) months of service which yield the highest average Compensation. For purposes of determining consecutive months, periods of credited service shall be bridged, if interrupted with non-credited periods under an Authorized Leave of Absence. If an Employee has less than the number of months of consecutive employment service selected in the Joinder Agreement, the Employee's actual consecutive months shall be the basis for calculating the Employee's Average Monthly Compensation hereunder.

(g) Beneficiary: Any person or entity designated or deemed designated by a Participant as provided in Section 6.5 hereof.

(h) Break in Service: The expiration of ninety (90) days from the date the Participant last performed Service for the Employer for which such Participant was entitled to wages as defined in Section 3121(a) of the Code, unless the Participant is on Authorized Leave of Absence. If an Employee does not resume employment with the Employer upon the expiration of an Authorized Leave of Absence, the Participant will be deemed to be absent from work on the first day of his Authorized Leave of Absence for purposes of determining if the Participant has a Break in Service.

(i) City Council: The City Council (or Board of Trustees) of the Employer or other duly qualified and acting governing authority of the Employer.

(j) Code: The Internal Revenue Code of 1986, as amended from time to time.

(k) Committee: The City Council of the Municipality, which shall act as the Plan Administrator of the Plan as provided for under Article IX hereof.

(l) Compensation: Compensation means wages for federal income tax withholding purposes, as defined under Code §3401(a), plus all other payments to an Employee in the course of the Employer's trade or business, for which the Employer must furnish the Employee a written statement under Code §§6041, 6051 and 6052, but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or services performed (such as the exception for agricultural labor in Code §3401(a)(2)). The Employer in Section 4 of its Joinder Agreement may specify modifications to the definition of Compensation, for purposes of benefit accruals, the calculation of benefits, or contribution allocations under the Plan. For purposes of determining an Employee's compensation, any election by such Employee to reduce his regular cash remuneration under Code Sections 125, 402(e)(3), 402(h), 403(b) or 132(f) shall be disregarded.

For Plan Years beginning after December 31, 2008, (i) an individual receiving a differential wage payment, as defined by Code Section 3401(h)(2), shall be treated as an Employee of the Employer making the payment, (ii) the differential wage payment shall be treated as Compensation, and (iii) the Plan shall not be treated as failing to meet the requirements of any provision described in Code Section 414(u)(1)(C) by reason of any contribution or benefit which is based on the differential wage payment.

(1) Limitations. Notwithstanding anything herein to the contrary, for Plan Years commencing after December 31, 1988 and before January 1, 1994, the annual Compensation of each Participant taken into account under the Plan for any Plan Year shall not exceed $200,000, as adjusted by the Secretary at the same time and in the same manner as under Section 415(d) of the Code except that the dollar increase in effect on January 1 of any calendar year is effective for Plan Years beginning in such calendar year and the first adjustment to the $200,000 limitation is effective on January 1, 1990. For years beginning on or after January 1, 1994, the annual compensation limit of each Participant taken into account for determining all benefits provided under the Plan for any determination period shall not exceed $150,000, as adjusted for the cost-of-living in accordance with section 401(a)(17)(B) of the Internal Revenue Code. The cost-of-living adjustment in effect for a calendar year applies to any determination period beginning in such calendar year. If a determination period consists of fewer than 12 months, the OBRA '93 annual compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is 12.

The annual Compensation of each Participant taken into account in determining benefit accruals in any Plan Year beginning after December 31, 2001, shall not exceed $200,000. Annual Compensation means Compensation during the Plan Year or such other consecutive 12-month period over which Compensation is otherwise determined under the Plan (the determination period). For purposes of determining benefit accruals in a Plan Year beginning after December 31, 2001, Compensation for any prior determination period shall be $200,000. The $200,000 limit on annual Compensation shall be adjusted for cost-of-living increases in accordance with Section 401(a)(17)(B) of the Code. The cost-of-living adjustment in effect for a calendar year applies to annual Compensation for the determination period that begins with or within such calendar year.

If Compensation for any prior determination period is taken into account in determining an employee's benefits accruing in the current Plan Year, the Compensation for that prior determination period is subject to the applicable annual compensation limit in effect for that prior determination period.

(m) Contribution Accumulation: The Employee's aggregate DC Employer contributions, plus interest thereon pursuant to the Defined Contribution Option in Section 12 of the Joinder Agreement. If the Employer elects such option, the interest rate for determining the investment earnings on such amounts contributed under such option shall be equal to the rate earned by the Fund.

(n) DC Employer Contributions: The Employer contributions described in Section 3.6 hereof.

(o) Death Benefit: The pension benefit described in Article VI herein.

(p) Deferred Vested Pension: The pension benefit described in Sections 4.4 and 5.4 herein.

(q) Disability: A physical or mental condition which, in the judgment of the Committee, totally and presumably permanently prevents an Employee from engaging in any substantial gainful employment with the Employer. A determination of such disability shall be based upon competent medical evidence.

(r) Disability Pension: The pension benefit described in Sections 4.3 and 5.3 herein.

(s) Early Pension: The pension benefit described in Sections 4.2 and 5.2 herein.

(t) Effective Date: The later of (i) the date specified in the Joinder Agreement, or (ii) the first day on which the Plan has a Participant.

(u) Employer: A Municipality located in the State of Oklahoma which executes the Joinder Agreement.

(v) Employment Commencement Date: The date on which the Employee's most recent employment with the Employer began.

(w) Fund: The fund established to provide the benefits under the Plan for the exclusive benefit of the employees included in the Plan, and which will be pooled with similar funds of other incorporated cities and towns of Oklahoma as a part of Oklahoma Municipal Retirement Fund, for purposes of pooled management and investment.

(x) Hour of Service: (1) Each hour for which an employee is paid, or entitled to payment, for the performance of duties for the employer; and (2) each hour for which an employee is paid, or entitled to payment, by the employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence.

(y) Joinder Agreement: The agreement by which the Employer adopts this Plan and Fund as its Plan and Fund.

(z) Leased Employee: Any person (other than an employee of the recipient) who pursuant to an agreement between the recipient and any other person ("leasing organization") has performed services for the recipient (or for the recipient and related persons determined in accordance with Section 414(n)(6) of the Code) 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 recipient. Contributions or benefits provided a leased employee by the leasing organization which are attributable to services performed for the recipient employer shall be treated as provided by the recipient employer.

A leased employee shall not be considered an employee of the recipient if: (I) such employee is covered by a money purchase pension plan providing: (1) a nonintegrated employer contribution rate of at least 10% of compensation, as defined in Section 415(c)(3) of the Code, but including amounts contributed pursuant to a salary reduction agreement which are excludable from the employee's gross income under Section 125, Section 402(e)(3), Section 402(h)(1)(B) or Section 403(b) of the Code, (2) immediate participation, and (3) full and immediate vesting; and (ii) leased employees do not constitute more than 20% of the recipient's nonhighly compensated work force.

(aa) Limitation Compensation: Compensation as defined in Section 10.2(b) hereof.

(bb) Municipality: (1) each and every municipality located in the State of Oklahoma; (2) public trusts having municipalities as Beneficiaries; (3) interlocal cooperatives between municipalities and/or their public trust, and; (4) any other legal entity comprising a municipal authority which has adopted the Plan and/or which has become a Participant in the related trust according to the terms hereof.

(cc) Normal Pension: The pension benefit described in Sections 4.1 and 5.1 herein.

(dd) Normal Retirement Date: The later of (i) the Effective Date, or (ii) the first day of the month coincident with or next following the later of the Normal Retirement Age as designated in the Joinder Agreement, Section 7C, or the date he has satisfied the vesting requirements specified in the Joinder Agreement to become 100% vested.

(ee) Oklahoma Municipal Retirement Fund: The entity known as the Oklahoma Municipal Retirement Fund, which was created to combine pension and retirement funds of Oklahoma cities and towns for purposes of management and investment, represented by and acting through its Board of Trustees.

(ff) Participant: Any Employee or former Employee who meets the eligibility requirements and is covered under the Plan.

(gg) Pension: A series of monthly amounts which are payable to a person who is entitled to receive benefits under the Plan.

(hh) Plan: The Oklahoma Municipal Retirement Fund Master Defined Benefit Plan set forth herein, and all subsequent amendments.

(ii) Plan Administrator: The persons who administer the Plan pursuant to the provisions of Article IX hereof.

(jj) Plan Year: The twelve (12) consecutive month period ending June 30th of each year. The initial or final Plan Year may be less than a twelve (12) consecutive month period.

(kk) Previous Plan: The terms and provisions in the prior instruments governing the Employer's qualified defined benefit retirement plan and related trust, and applying before the

Effective Date hereof, or any other date expressly specified herein if different from the Effective Date, which prior instruments are amended, restated and superseded by this instrument.

(ll) Retirement: Termination of employment after a Participant has fulfilled all requirements for a Pension and has attained the age required to receive an Early Pension (age 55 or older). Retirement shall be considered as commencing on the day immediately following an Employee's last day of employment.

(mm) Service:

(1) A Participant's last continuous period during which the Participant was an Employee of the Employer and/or any other Municipality prior to the earlier of his retirement or Break in Service.

(i) Service includes employment with a Municipality other than the Employer prior to the time that the other Municipality adopted the Plan if the other Municipality credits a Participant's past service under its retirement plan; and

(ii) Service for the Employer does not include employment with any Municipality if that service would not be included under the Municipality's retirement plan.

(2) Concurrent employment with more than one Municipality shall be credited as only one period of Service.

(3) Any Authorized Leave of Absence shall not be considered as interrupting continuity of employment, provided the Employee returns within the period of authorized absence. Until such time as the City Council shall adopt rules to the contrary, credit for Service with the Employer shall be granted for any period of Authorized Leave of Absence during which the Employee's full Compensation is continued and contributions to the Fund are continued at the same rate and made by or for him, but credit for Service with the Employer shall not be granted for any period of authorized, nonpaid absence due to illness, union leave, military service (except as provided in Section 14.1), or any other reason, unless arrangements are made with the City Council for the Employee's continued participation and for contributions to be continued at the same rate and made by him or on his behalf during such absence. Provided, however, if a Participant is on an Authorized Leave of Absence and is receiving workers' compensation during such Authorized Leave of Absence, and if the Employer so elects in the Joinder Agreement, such Participant shall be credited with Service for such period for purposes of vesting only (and not for purposes of benefits) but no Employee contributions shall be made with respect to the Participant for such period.

(4) The expiration of the term of office of an elected official shall not be considered as interrupting continuity of employment, provided the official is re-elected for a consecutive term.

(5) Any reference in this Plan to the number of years of service of an Employee shall include fractional portions of a year.

(6) With respect to a Participant who was previously 100% vested in any other Municipality's qualified retirement plan, regardless of Break in Service, prior to becoming a

Participant in this Plan, such Participant's "Service" for purposes of determining years of service for vesting under this Plan shall include the Participant's last continuous period during which the Participant was an employee of the other Municipality.

Credit for service with the Employer shall not be granted for any period subsequent to the Effective Date during which the Employee did not participate in the Plan and Employee contributions to the Plan and Fund were not made by or for him except as specified above.

(nn) Severance Benefit: The pension benefit described in Section 6.1 herein.

(oo) Spouse: A spouse as determined under applicable federal tax law.

(pp) Trust Service Provider: The person appointed by the Trustees to supervise operation of the Oklahoma Municipal Retirement Fund and to assist participating Municipalities in the adoption and operation of the Plan.

(qq) Trustee: The Trustees appointed pursuant to the Trust Indenture establishing the Oklahoma Municipal Retirement Fund.

(rr) U. S. Consumer Price Index: The Consumer Price index for all items as reported in the Monthly Labor Review for the month of December of the immediately preceding calendar year as published by the United States Department of Labor.

(ss) Year of Service: A 12 consecutive month period of Service commencing on the Employee's Employment Commencement Date, and any anniversary thereof.

2.2 Construction: The masculine gender, where appearing in the Plan, shall be deemed to include the feminine gender, unless the context clearly indicates to the contrary. The words "hereof," "herein," "hereafter" and other similar compounds of the word "here" shall mean and refer to the entire Plan, not to any particular provision or Section.

ARTICLE III.

Contributions

3.1 Eligibility: An Employee, as defined in the Joinder Agreement, who has satisfied all the requirements set forth in the Joinder Agreement shall be eligible to participate in the Plan. Any person who has been classified by the Employer as an independent contractor and has had his compensation reported to the Internal Revenue Service on Form 1099 but who has been reclassified as an "employee" (other than by the Employer) shall not be considered as an eligible Employee who can participate under this Plan; provided, if the Employer does reclassify such worker as an "Employee," for purposes of this Plan, such reclassification shall only be prospective from the date that the Employee is notified by the Employer of such reclassification.

3.2 Contributions by Employer: The Employer shall make contributions to the Fund in such amounts and at such times as the City Council shall determine, acting under the advice of the Plan's actuarial firm. All contributions made by the Employer to the Fund shall be irrevocable and shall be used for the exclusive benefit of the Participants covered by the Plan to pay benefits under the Plan, or to pay expenses of the Fund. Forfeitures arising because of death prior to Retirement, severance of Employment before a Participant becomes eligible for a Pension, or any other reason shall be applied to reduce the cost of the Plan, not to increase the benefits otherwise payable to the Participants.

3.3 Contributions by Participants: Unless the Employer selects the Non-Contributory Option, each Participant shall contribute to the cost of providing benefits under this Plan while he remains a Participant who is actively employed. Such annual contributions shall be the product of (i) the percentage selected in Section 8 of the Joinder Agreement, and (ii) the Participant's Compensation.

Any required contributions by Participants shall be made by payroll deductions for each pay period, or any series of pay periods as the Employer may deem most convenient. The Committee may, however, approve payment of such contributions in a manner other than payroll deductions in any specific case or cases. (In any event a Participant shall be deemed to consent and agree to the payroll deductions as provided for herein.) If a Participant is granted a non-paid leave of absence authorized for any reason, his continued participation in the Plan will depend upon his contributions being continued at the same rate and made by or for him during such absence. While such contributions are continued during such non-paid leave of absence, the Participant's Compensation shall be deemed to have continued at the same rate for the purpose of computing the Participant's Average Monthly Compensation.

Provided, however, if a Participant is on an Authorized Leave of Absence and is receiving workers' compensation during such Authorized Leave of Absence, such Participant shall be credited with Service for such period for purposes of vesting only and not for purposes of benefits if the Employer so elects in Section 7G of the Joinder Agreement, but no Participant contributions shall be made with respect to the Participant for such period.

Each Employee employed after the original Effective Date of the Plan hereof shall, as a condition of employment, become a Participant in the Plan as of the date on which he is first eligible by signing a written notice of participation agreeing to be bound by the terms and conditions hereof, and authorizing the Employer to deduct from his Compensation any contributions required of him as provided in the Joinder Agreement hereof, and he shall be subject to all other provisions of the Plan beginning on such date. Each Employee employed on the original Effective Date of the Plan shall have a one-time irrevocable election to participate in the Plan.

For each Employee who becomes a Participant in this Plan on the original Effective Date of the Plan, Participant contributions and his participation shall first begin for the pay period commencing on, or next following, that date. For each Employee who becomes a Participant in this Plan after the original Effective Date of the Plan, Participant contributions and his participation shall begin for the pay period commencing on or next following the date he becomes a Participant.

Such Participant contributions shall be fully vested in the contributor Participant at all times. Upon retirement, death or termination of employment of a Participant for any reason, the retired or terminated Employee, or his Beneficiary as the case may be, shall have the option to receive, in lieu of any and all other benefits provided herein, his Aggregate Contributions. Furthermore, the value of the total benefits payable to the Participant and/or his Beneficiary shall in no event be less than his Aggregate Contributions as of the time of his termination of employment. However if any benefit of any other kind is paid under this Plan, to or on behalf of a Participant, no Aggregate Contributions shall be paid, but shall be deemed to have been included in the value of the benefit so paid, unless the total value of such other benefit payments finally paid shall be less than such Aggregate Contributions as of the time of the Participant's termination of employment, in which case the difference shall be paid in a lump sum to the Participant and/or his Beneficiary.

3.4 Pick-up Contributions: If the Employer elects the Pick-Up Option in the Joinder Agreement, all Participants shall be required to make the contributions specified in the Joinder Agreement. These contributions shall be picked up and assumed by the Employer and paid to the Fund in lieu of contributions by the Participant. Such contributions shall be designated as Employer contributions for federal income tax purposes. Each Participant's Compensation will be reduced by the amount paid to the Fund by the Employer in lieu of the required contribution by the Participant. These contributions shall be excluded from the Participant's gross income for federal income tax purposes and from wages for purposes of withholding under Sections 3401 through 3404 of the Code in the taxable year in which contributed. No Participant shall have the option of receiving the contributed amounts directly as compensation. Contributions made by the Employer under this election shall be designated as Participant contributions for purposes of vesting and determining Participant rights and the Participant's Aggregate Contributions shall be monitored. A private letter ruling is required if the sponsor/employer wishes a ruling on pick-up contributions. The Aggregate Contributions shall be subject to the distribution provisions in Section 3.3.

3.5 Transfer of Contributions: All Employer and Participant contributions shall be directly or immediately allocated, paid or delivered to the City Treasurer or Employer designee, as Treasurer of the Plan. Such contributions shall be transferred and transmitted by the Treasurer to the Fund for credit as soon as administratively feasible.

3.6 Defined Contribution Option: If the Employer has elected the Defined Contribution Option in Section 12 of the Joinder Agreement, a Contribution Accumulation account shall be created for each active Participant as of the effective date of the option. Each Participant shall be required as a condition of employment to make a DC Employer contribution in the amount specified in the Adoption Agreement. These contributions shall be picked up and assumed by the Employer and paid to the Fund in lieu of contributions by the Participant. Such contributions shall be designated as Employer contributions for federal income tax purposes. Each Participant's Compensation will be reduced by the amount paid to the Fund by the Employer in lieu of the required contribution by the Participant. These contributions shall be excluded from the Participant's gross income for federal income tax purposes and from wages for purposes of withholding under Sections 3401 through 3404 of the Code in the taxable year in which contributed. Amounts attributable to DC Employer contributions shall be fully vested. The Contribution Accumulation account shall be credited with:

(1) DC Employer Contributions made by the Participant after the effective date of the option; and

(2) Investment earnings at same rate as earned by the Oklahoma Municipal Retirement Fund (OkMRF) Defined Benefit Plan.

ARTICLE IV.

Requirements for Retirement Benefits

4.1 Normal Pension: A Participant shall be eligible for a Normal Pension if his employment is terminated on or after his Normal Retirement Date, or if his employment classification has changed such that he is no longer eligible to participate in this Plan on or after his Normal Retirement Date, provided he has met the 100% vesting requirements. Payment of a Normal Pension shall commence as of the first day of the month coinciding with or next following Retirement or change in employment classification, as applicable, and the last payment shall be made as of the first day of the month in which the death of such Participant occurs; provided however, that at the time of his death, if such Participant has received less than the number of monthly payments elected by the Employer in Section 7 of the Joinder Agreement, his Pension payments shall continue to his Beneficiary or Beneficiaries until a total of such number of monthly payments as elected have been made to such Participant and such Beneficiary or Beneficiaries. Normal Pension payments shall not be suspended for a retired Participant who returns to work for the Employer in an employment classification which is not eligible to participate in this Plan. Notwithstanding the vesting schedule elected by the Employer in Section 7D of the Joinder Agreement, a Participant's right to his or her Normal Pension shall be nonforfeitable upon attainment of his or her Normal Retirement Age as defined in Section 7C of the Joinder Agreement.

4.2 Early Pension: A Participant may elect early Retirement and be eligible for an Early Pension if his employment is terminated on or after his 55th birthday and before his Normal Retirement Date, provided he has met the 100% vesting requirements. Payment of an Early Pension shall commence as of the Participant's Normal Retirement Date. However, if a Participant requests the Committee to authorize the commencement of his Early Pension as of the first day of any subsequent month which precedes his Normal Retirement Date, his Pension shall commence as of the beginning of the month so requested, but the amount thereof shall be reduced as provided in Section 5.2. The last payment of an Early Pension shall be made as of the first day of the month in which the death of the retired Participant occurs; provided however, that if the retired Participant has received less than the monthly payments as elected in Section 7 of the Joinder Agreement at the time of his death, his Pension payments shall continue to his Beneficiary or Beneficiaries until a total of such monthly payments have been made to such Employee and such Beneficiary or Beneficiaries. Early Pension payments shall not be suspended for a retired Participant who returns to work for the Employer in an employment classification which is not eligible to participate in this Plan.

4.3 Disability Pension: A Participant shall be eligible for a Disability Pension if his employment is terminated by reason of Disability, before his Normal Retirement Age, provided he has met the 100% vesting requirements. Payment of a Disability Pension shall commence as of the first day of the month coincidental with or next following the date of Retirement. The last payment shall be made as of the first day of the month in which the death of the retired Employee occurs, or if Disability ceases prior to his Normal Retirement Date, the first day of the month in which Disability ceases.

Disability under the Plan shall be considered total and permanent, if on the basis of a medical examination by a doctor or clinic appointed by the Committee, the Committee finds that the Participant has a physical or mental condition which totally and presumably permanently prevents him from engaging in any substantial gainful employment with the Employer.

Notwithstanding any other provisions of this Section, no Participant shall qualify for a Disability Pension if the Committee determines that his Disability results from (a) chronic alcoholism, (b) addition to narcotics, or (c) an injury suffered while engaged in a felonious or criminal act or enterprise.

Disability shall be considered to have ended and a Disability Pension shall cease if, prior to his Normal Retirement Age, the Participant (a) engages in any substantial gainful employment except for such employment as is found by the Committee to be for the primary purpose of rehabilitation or not incompatible with a finding of total and permanent Disability, or (b) has sufficiently recovered, in the opinion of the Committee based on a medical examination by a doctor or clinic appointed by the Committee to be able to engage in regular employment with the Employer and refuses an offer of employment by the Employer, or (c) refuses to undergo any medical examination requested by the Committee provided that a medical examination shall not be required more frequently than twice in any calendar year. The Normal Pension will recommence upon his reaching Normal Retirement Age.

If Disability ceases before a retired Participant attains his Normal Retirement Date and the Participant is re-employed by the Employer, the Pension payable upon his subsequent Retirement shall be determined in accordance with the provisions of Section 10.9.

4.4 Deferred Vested Pension: A Participant shall be eligible for a Deferred Vested Pension, if his employment is terminated before his 55th birthday and after he has met the 100% vesting requirements. Payment of a Deferred Vested Pension shall commence as of the Participant's Normal Retirement Date. However, if the Participant requests the Committee to authorize the commencement of his Deferred Vested Pension as of the first day of the month coinciding with or next following his 55th birthday, or as of the first day of any subsequent month which precedes his Normal Retirement Date, his Pension shall commence as of the first day of the month so requested, but the amount thereof shall be reduced as provided in Section 5.4.

4.5 Pensions for Former Employees: If a Participant's Service with the Employer terminates, but his Service continues by virtue of his employment with a Municipality other than the Employer, he, his spouse or other Beneficiaries shall only be then, or later become entitled to, and limited to, such rights, benefits and options of any kind, under this Plan, if any, in the amounts and on the terms and conditions, as provided in Article VIII-Employment Transfers.

4.6 Termination of Employment - Vesting of Benefits: Except as provided in Sections 10.12 and 10.13 hereof, if applicable, when a Participant ceases to be a Participant for any reason, he shall have vested and nonforfeitable rights in his Accrued Pension as set forth in one of the following vesting schedules as may be elected by the Employer in the Joinder Agreement:

(a) Ten Year Cliff Vesting Schedule. The Ten Year Cliff Vesting Schedule is as follows:

Years of Service	Percent of Accrued Benefit Vested
Less than: 10	0%
At least: 10	100%

(b) Seven Year Cliff Vesting Schedule. The Seven Year Cliff Vesting Schedule is as follows:

Years of Service	Percent of Accrued Benefit Vested
Less than: 7	0%
At least: 7	100%

(c) Five Year Cliff Vesting Schedule. The Five Year Cliff Vesting Schedule is as follows:

Years of Service	Percent of Accrued Benefit Vested
Less than: 5	0%
At least: 5	100%

ARTICLE V.

Amount of Retirement Benefits

5.1 Normal Pension:

(a) Basic Formula: A Participant who meets the requirements for a Normal Pension shall receive a monthly amount equal to the product of (1), (2), and (3) as follows:

(1) The percentage associated with the Plan Option elected by the Employer in Section 7B of the Joinder Agreement; multiplied by

(2) His Average Monthly Compensation; and multiplied by

(3) The number of his Years of Service credited with the Employer (but not with any other Municipality), subject to the limitations in Section 7E of the Joinder Agreement.

(b) Cost-of-Living Adjustment: If the Cost-of-Living Option is elected in the Joinder Agreement, the monthly amount of Normal Pension determined above under Subsection (a) of this Section, or the amount of any optional form of Pension payable in lieu thereof to a retired Participant or his contingent Beneficiary, shall be increased or decreased annually while payable, commencing with the payment due on the first day of July coinciding with or next following the later of (1) the effective date of the Cost-of-Living option, or (2) the date of the Participant's Retirement, and continuing thereafter on the first day of each subsequent July during which the Pension is payable. Each such increase or decrease shall be related to a change in the cost-of-living based on the percentage change, if any, determined by a comparison of the U. S. Consumer Price Index (as defined in Section 2.1(pp)) for the December next preceding the July of the determination, with such U. S. Consumer Price Index for the December one year earlier; provided however, that such yearly increase or decrease, if any, shall be limited to a maximum change of three percent (3%); and provided further, that such yearly decrease, if any, shall not reduce the amount of Pension so adjusted, below the level established at the time of Retirement.

5.2 Early Pension:

(a) Basic Formula: A Participant who meets the requirements for an Early Pension shall receive a monthly amount which shall be computed in the same manner as a Normal Pension, considering his Compensation and Service credited with the Employer prior to Retirement. If payment of an Early Pension commences prior to the Participant's Normal Retirement Date, the amount determined above shall be reduced by 5% each full year plus 5% pro-rata for the number of months in the period between the date as of which the Pension begins and the Normal Retirement Date.

(b) Cost-of-Living Adjustment: If the Cost-of-Living option is elected in the Joinder Agreement, the monthly amount of Early Pension determined above under Subsection (a) of this Section, or the amount of any optional form of Pension payable in lieu thereof to a retired Participant or his contingent Beneficiary, shall be subject to annual cost-of-living adjustments in the same manner as provided in Subsection 5.1(b), except that no such adjustment shall be applicable for any period before the Early Pension payments commence, and for this purpose only, the date such payments commence shall be treated as the Participant's Retirement Date.

5.3 Disability Pension:

(a) Basic Formula: A Participant who meets the requirements for a Disability Pension shall receive a monthly amount which shall be computed in the same manner as a Normal Pension, considering his Compensation and Service credited with the Employer prior to Retirement.

(b) Cost-of-Living Adjustment: If the Cost-of Living Option is elected in the Joinder Agreement, the monthly amount of Disability Pension determined above under Subsection (a) of this Section shall be subject to a cost-of-living adjustment in the same manner as provided in Subsection 5.1(b), except that such adjustment shall not be applicable for any period before the Disability Pension payments commence, and for this purpose only, the date such payments commence shall be treated as the Participant's Retirement Date.

5.4 Deferred Vested Pension:

(a) Basic Formula: A Participant who meets the requirements for a Deferred Vested Pension shall receive a monthly amount which shall be computed in the same manner as a Normal Pension, considering his Compensation and Service credited with the Employer prior to the termination of his employment. If payment of a Deferred Vested Pension commences prior to the Participant's Normal Retirement Date, the amount determined above shall be reduced by 5% each full year plus 5% pro-rata for the number of months in the period between the date as of which the Pension begins and Normal Retirement Date.

(b) Cost-of-Living Adjustment: If the Cost-of-Living Option is elected in the Joinder Agreement, the monthly amount of Deferred Vested Pension determined above under Subsection (a) of this Section shall be subject to a cost-of-living adjustment in the same manner as provided in Subsection 5.1(b), except, that such adjustment shall not be applicable for any period before the Deferred Vested Pension payments commence, and for this purpose only, the date such payments commence shall be treated as the Participant's Retirement Date.

5.5 Accrued Credits and Vested Benefits Preserved: The adoption of a new Joinder Agreement by an Employer shall not operate to exclude, diminish, limit, or restrict the amount, payments or continuation of payments of benefits accrued up to the Effective Date of the most recent Joinder Agreement. The amount of such Accrued Pension benefits, if any, in the course of payment immediately prior to such date, shall be continued under the provisions of such Previous Plan, in the same manner and amounts, subject to the provisions of the Retiree Plan Improvement Option in Section 10 of the Joinder Agreement.

ARTICLE VI.

Severance and Death Benefits

6.1 Severance Benefit: Upon termination of a Participant's employment with the Employer, his contributions to the Fund shall cease and he shall be entitled to receive a Severance Benefit equal in amount to the Participant's Aggregate Contributions, which shall be in lieu of all other benefits under this Plan. Payment of such benefit shall be made in a lump sum as soon as administratively feasible after the date of termination of the Participant's employment and the Participant's request for payment. If such termination of employment occurs after the Participant has met the requirements for Normal, Early, Disability or Deferred Vested Pension, he may receive in lieu of such Aggregate Contributions, the Pension for which he is eligible under the provisions of Article IV, unless the Participant elects to receive such Aggregate Contributions.

If any benefit of any other kind is paid under this Plan to or on behalf of a Participant, no Severance Benefit shall be paid, but shall be deemed to have been included in the value of the other benefit, unless the total of such other benefit payments finally made shall be less than his Aggregate Contributions at the time of the Participant's termination of employment, in which case the difference shall be paid to the terminated Participant if living, or if deceased, to his Beneficiary.

6.2 Death Prior to Commencement of Pension: Upon the death of an active Participant or a retired Participant prior to the earlier of the date the Committee approves the commencement of his pension payments or the date fixed for commencement of his Pension payments, the Beneficiary designated by the Participant or retired Participant shall be paid a Death Benefit in the form of a Pension unless a spouse's pension becomes payable under Section 6.4.

(a) Basic Formula: Subject to the further provisions of Subsection (b) of this Section 6.2, the amount of the Death Benefit Pension shall be equal to fifty percent (50%) of the monthly amount of the Normal Pension, as determined in Section 5.1 which the deceased Participant had accrued at the time of his death considering the Participant's Compensation and Service with the Employer prior to the date of his death. Payment of the Death Benefit Pension under this Subsection shall commence as of the first day of the month coincident with or next following the Employee's death. The last payment shall be made upon completion of the number of monthly payments in the aggregate as elected in Section 7A of the Joinder Agreement. Notwithstanding the foregoing, if any spouse's Pension becomes payable under Section 6.4, or if any optional Pension was elected by such a retired Participant, and becomes effective under Article VII, no such Death Benefit Pension under this Section 6.2 shall be paid at that time. The terms of such Spouse's Pension or optional Pension as the case may be, shall control payments after such death and the Death Benefit Pension provided for under this Section shall be thereby canceled or inapplicable, except that upon the death of the spouse or the contingent Beneficiary, his estate shall be paid the excess, if any, of the Participant's Aggregate Contributions as of the date the Pension commenced or as of the date of death, if earlier, over the sum of the benefit payments, previously received by the Spouse or the contingent Beneficiary.

(b) Cost-of-Living Adjustment: If the Cost-of-Living Option is elected in the Joinder Agreement, the monthly amount of Death Benefit Pension determined above under Subsection (a) of this Section 6.2 or the amount of any optional form of Pension payable in lieu thereof to the Beneficiary entitled thereto, shall be subject to a cost-of-living adjustment in the same manner as provided in Subsection 5.1(b).

6.3 Death After Commencement of Pension:

(a) Normal Pension, Early Pension or Deferred Vested Pension: Upon the death of a retired Participant after the earlier of the date the Committee approves the commencement of his Normal Pension payments, Early Pension payments or Deferred Vested Pension payments as the case may be, or the date fixed for commencement of his Normal Pension payments or Early Pension payments, Deferred Vested Pension payments as the case may be, and before he has received the number of monthly payments elected in Section 7A of the Joinder Agreement, his Beneficiary shall be entitled to a Death Benefit to be provided in the form of a Pension.

(1) **Basic Formula:** Subject to the further provisions of Subsection (a)(2) of this Subsection 6.3(a), the amount of such Death Benefit Pension shall be equal to the monthly amount of Normal Pension, Early Pension or Deferred Vested Pension which the deceased retired Participant was eligible for or receiving at the time of his death. Payment of such Death Benefit Pension shall commence as of the first day of the month coincident with or next following the retired Participant's date of death. The last payment shall be made upon the completion of the number of monthly payments in the aggregate as elected in Section 7A of the Joinder Agreement to the retired Participant and the Beneficiary, if living, or if deceased, the estate of the Beneficiary. This Death Benefit Pension shall not be in addition to, but shall be one and the same as the continuation of Pension as provided in Section 4.1, Section 4.2, or Section 4.4, as the case may be. However, no such Death Benefit shall be paid but shall be canceled and inapplicable, if an optional form of payment is elected and becomes effective under Article VII hereof.

(2) **Cost-of-Living Adjustment:** If the Cost-of-Living Option is elected in the Joinder Agreement, the monthly amount of Death Benefit Pension determined above under Subsection (a)(1) of this Section 6.3 or the amount of any optional form of Pension payable in lieu thereof to the Beneficiary or estate entitled thereto, shall be subject to a cost-of-living adjustment in the same manner as provided in Subsection 5.1(b).

(b) Disability Pension: Upon the death of a retired Participant who was unmarried or legally separated from his or her spouse, after the earlier of the date the Committee approves the commencement of his Disability Pension payments, or the date fixed for commencement of his Disability Pension payments and before he has received a total of the number of monthly Pension payments as elected in Section 7A of the Joinder Agreement, and before the cessation of his Disability if such death occurs prior to his Normal Retirement Date, his Beneficiary shall be entitled to a Death Benefit to be provided in the form of a Pension.

(1) **Basic Formula:** Subject to the further provision of Subsection (b)(2) of this Section 6.3(b), the amount of such Death Benefit Pension shall be equal to the monthly amount of Disability Pension which the deceased retired Participant was eligible for or receiving at the time of his death. Payment of such Death Benefit Pension shall commence as of the first day of the month coincident with or next following the retired Participant's date of death. The last payment shall be made upon the completion of the number of

monthly payments in the aggregate as elected in Section 7A of the Joinder Agreement to the retired Participant and the Beneficiary, if living, or if deceased, to the estate of the Beneficiary.

If the death of such retired Participant occurs after the cessation of his Disability and before his Normal Retirement Date, and the total Disability Pension payments he had received was less than his Aggregate Contributions as of the date of commencement of payments of such Disability Pension, or as of the date of his death, if earlier, then his Beneficiary shall be entitled to a Death Benefit. The amount of such Death Benefit shall be the excess of the retired Participant's said Aggregate Contributions over the sum of such Pension payments, if any, previously received by the retired Participant. Such Death Benefit shall be paid in cash in a single sum within 30 days after the date of death.

If the retired Participant was married and not legally separated from his or her spouse at the time of death, the applicable Death Benefit shall be that as provided in Section 6.4(b).

(2) **Cost-of-Living Adjustment:** If the Cost-of-Living Option is elected in the Joinder Agreement, the monthly amount of Death Benefit Pension determined above under Subsection (b)(1) of this Section 6.3 shall be subject to a cost-of-living adjustment in the same manner as provided in Section 5.1(b).

6.4 Spouse's Pension:

(a) In-Service Death:

(1) **Eligibility Requirements:** The surviving spouse of a deceased Participant shall be eligible for a Spouse's Pension with payments commencing on the first day of the month coinciding with or next following the Participant's date of death and payable for the spouse's lifetime, or until the spouse's remarriage, provided that the Participant, as of the date of his or her death, (a) was continuing in the active Service of the Employer, (b) had met the 100% vesting requirement, and (c) was not legally separated from the surviving spouse.

(2) **Amount of Spouse's Pension:** A surviving spouse who meets the eligibility requirements under Subsection (a)(1) of Section 6.4 above shall receive a monthly amount of Spouse's Pension equal to fifty percent (50%) of the amount determined in Section 5.1 for a Normal Pension considering the Participant's Compensation and Service with the Employer to the date of his death. However, if the surviving spouse is more than ten years younger than the retired Participant on the date of his death, the Spouse's Pension payable under this Subsection shall be reduced by one percent (1%) for each such year of age difference in excess of ten (10) years to compensate for the longer period of expected payments.

(3) **Cost-of-Living Adjustment:** If the Cost-of-Living Option is elected in the Joinder Agreement, the monthly amount of Spouse's Pension determined above under Subsection (a)(2) of this Section 6.4 shall be subject to a cost-of-living adjustment in the same manner as provided in Subsection 5.1(b).

(b) Post-Disability Retirement Death: The surviving spouse of a deceased, retired Participant, who was receiving or was entitled to receive a Disability Pension on the date of his or her death and who had received less than the number of monthly payments as elected in Section 7A of the Joinder Agreement of such Disability Pension, shall be eligible for a Spouse's Pension.

(1) **Basic Formula:** Subject to the further provisions of Subsection (b)(2) of this Section 6.4, the amount of such Spouse's Pension shall be equal to the monthly amount of Disability Pension which the deceased retired Participant was eligible for or receiving at the time of his death. Payment of such Spouse's Pension shall commence as of the first day of the month coincident with or next following the retired Participant's date of death. The last payment shall be made upon the completion of the number of monthly payments in the aggregate as elected in Section 7A of the Joinder Agreement to the retired Participant and the surviving spouse, or if the surviving spouse dies before such completion of payments, the remaining payments shall be made to the estate of the deceased spouse.

(2) **Cost-of-Living Adjustment:** If the Cost-of-Living Option is elected in the Joinder Agreement, the monthly amount of Spouse's Pension determined above under Subsection (b)(1) of this Section 6.4 shall be subject to a cost-of-living adjustment in the same manner as provided in Section 5.1(b).

(c) Post-Termination Death Benefit After Deferred Vested Termination: The surviving spouse of a deceased, retired Participant, who was entitled to receive a Deferred Vested Pension but had not yet received any payments on the date of his or her death, shall be eligible for a Spouse's Pension. Such Pension will commence on the first day of the month coinciding with or next following the later of: (i) the Participant's date of death or (ii) the earliest date of which the Participant could have begun receiving payments in accordance with Section 5.4. The last payment shall be made upon the death or remarriage of the surviving spouse. A final death benefit is the excess, if any, of the Participant's Aggregate Contributions over the sum of the payments made to the Spouse.

(1) **Basic Formula:** Subject to the further provisions of Subsection (c)(2) of this Section 6.4, the amount of such Spouse's Pension shall be equal to fifty percent (50%) of the Deferred Vested Pension to which the deceased, retired Participant was entitled to receive commencing on his or her Normal Retirement Date and reduced in accordance with Section 5.4 for the period between the date the Pension begins and the Normal Retirement Date. However, if the surviving spouse is more than ten (10) years younger than the retired Participant on the date of his death, the Spouse's Pension payable under this Subsection shall be reduced by one percent (1%) for each such year of age difference in the excess of ten (10) years to compensate for the longer period of expected payments.

(2) **Cost-of-Living Adjustment:** If the Cost-of-Living Option is elected in the Joinder Agreement, the monthly amount of spouse's Pension determined above under Subsection (c)(1) of this Section 6.4 shall be subject to a cost-of-living adjustment in the same manner as provided in Subsection 5.1(b).

6.5 Designation of Beneficiary: Each active or retired Participant may designate a primary Beneficiary or Beneficiaries and, in addition, may name a contingent Beneficiary or Beneficiaries to receive any benefit that may become payable under Article VI hereunder by reason of his death. If a Participant designates more than one Beneficiary, each shall share equally unless the Participant specifies a different allocation or preference. Such designation shall be made upon forms furnished by the Employer and may be revoked or changed at any time and from time to time without notice to any Beneficiary, and shall not be effective unless and until filed with the Committee. Further, the written designation of the Participant's spouse may be voided upon divorce of the Participant if required by applicable state law. If a Participant fails to designate a Beneficiary, or if no designated Beneficiary survives the Participant, the Death Benefit shall be paid to the Participant's spouse, if living, or otherwise, to the estate of the Participant. Neither the Employer, the Board of Trustees, nor the Fund shall be named as a Beneficiary.

For the purpose of this Plan, the production of a certified copy of the death certificate of any Employee or other person shall be sufficient evidence of death, and the Committee shall be fully protected in relying thereon. In the absence of such proof, the Committee may rely upon such other evidence of death as it deems necessary or advisable.

6.6 Severance or Death Benefits for Former Employees: If a Participant's Service with the Employer terminates, but his Service continues by virtue of his employment with a Municipality other than the Employer, he, his spouse or other Beneficiaries shall only be then, or later become, entitled to and limited to such rights, benefits and options of any kind, under this, if any, in the amounts and on the terms and conditions, as provided in Article VIII, Employment Transfers.

6.7 HEART Act Provision: In the case of a death occurring on or after January 1, 2007, if a Participant dies while performing qualified military service (as defined in Code §414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service, but including vesting service credit for such period and any ancillary life insurance or other survivor benefits) that would have been provided under the Plan had the Participant resumed employment on the day preceding the participant's death and then terminated employment on account of death.

6.8 Defined Contribution Option: If the Employer has elected the Defined Contribution Option in Section 12 of the Joinder Agreement, as soon as administratively possible after termination of employment or death of the Participant, the administrator shall pay the Participant or Beneficiary, if applicable, the Contribution Accumulation account balance as requested. The Participant may elect to receive the Contribution Accumulation in any of the benefit payment options permitted under the Plan. The benefit shall be the Actuarial Equivalent of the account balance at the time the benefit commences. This benefit shall be in addition to any Normal, Early, Disability or Deferred Vested Pension that the Participant or Beneficiary may be entitled to.

ARTICLE VII.

Optional Retirement Benefits

7.1 Joint and Survivor Options: By filing an application with the Authorized Agent prior to the start of payments, a married Participant not legally separated from his or her spouse may designate such spouse as his contingent pensioner and elect to receive a Pension payable in accordance with one of the following Actuarially Equivalent options in lieu of the Pension to which he may otherwise become entitled upon Retirement.

Option A - Joint and 100% Survivor Annuity. An adjusted Pension payable monthly during the lifetime of the Participant with the provision that 100% of such monthly benefit shall be payable to the Participant's contingent pensioner in monthly installments commencing on the first day of the month following the month in which the Participant died and continuing thereafter during the remaining lifetime of such contingent pensioner through the last monthly payment on or prior to the contingent pensioner's death.

Option B - Joint and 50% Survivor Annuity. An adjusted Pension payable monthly during the lifetime of the Participant with the provision that fifty percent (50%) of such monthly benefit shall be payable to such Participant's contingent pensioner in monthly installments commencing on the first day of the month following the month in which the Participant dies and continuing thereafter during the remaining lifetime of the contingent pensioner through the last monthly payment on or prior to such contingent pensioner's death.

Option C - Joint and 66 2/3% Survivor Annuity. An adjusted Pension payable for the joint lifetime of the Participant and his contingent pensioner, and upon the death of either, payments in the amount of sixty-six and two-thirds percent (66 2/3%) of such adjusted Pension shall be continued to the survivor pensioner during the survivor pensioner's lifetime through the last monthly payment on or prior to such survivor pensioner's death.

7.2 Other Forms of Payment: If the Employer has elected in the Joinder Agreement to provide additional optional benefit forms, the Committee may, in its sole discretion, at the request of a Participant (or contingent pensioner), direct that any benefit provided by the Plan be paid in one of the following forms, provided that payments to the Participant (or contingent pensioner) have not yet commenced and that payments in such other form shall be the Actuarial Equivalent of the benefit otherwise payable. The optional forms of payment are as follows:

Option D - Convert Defined Contribution Option to Pension. Under this form, the payee will convert the Contribution Accumulation if the Employer has elected the Defined Contribution Option in Section 12 of the Joinder Agreement, using the Actuarial Equivalent and will be added to his Pension. No future Cost of Living adjustments, if applicable, will be made or considered in calculating the payment under this optional form.

Option E - Lump-Sum Payment. Under this form, the payee will receive a single sum payment in cash. No future Cost-of-Living adjustments will be made or considered in calculating the payment under this optional form.

Option F – Partial Lump Sum. Under this form, the payee will receive a single sum payment that is smaller than the amount payable under Option E. The Accrued Pension will be reduced by the Actuarial Equivalent of the single sum payment, and the reduced amount will be payable in accordance with Article IV or, if selected by the payee, under one of the Joint and Survivor Options in accordance with Section 7.1. In the event that part of the Accrued Pension is subject to the Cost-of-Living Option and part of the Accrued Pension is not so subject, any partial lump sum payment will reduce each part of the Accrued Pension pro rata.

Option G - Combination. Under this form, the payee will receive a combination of Options D, E, or F, as selected by the payee.

The Committee shall, if it deems appropriate, require a Participant (or contingent pensioner) to submit evidence of good health as a condition to receipt of any such form of payment, particularly any lump sum payment.

If a Pension payable under this Plan is less than fifty dollars ($50.00) per month, the Committee may direct that, in lieu of such Pension, the Actuarial Equivalent thereof shall be paid in a lump sum, or in a series of uniform monthly, quarterly, or annual amounts for life or for a designated period of time.

7.3 Restrictions on Optional Forms: If payments have not yet commenced to a Participant, a Participant may elect, change, or revoke an option if his election, change, or revocation is filed in writing with the Authorized Agent. However, an election to receive benefits in one of the forms described in Section 7.2 requires Committee approval. In the event a Participant dies after he has begun to receive benefits under this Plan, his beneficiary or contingent pensioner shall not be entitled to change the form of payment of the benefit. A Participant receiving a Disability Pension is not eligible for any of the options.

An election made pursuant to this Article shall become inoperative in the event that no contingent pensioner is surviving upon the date payments are to commence after the Participant's Retirement.

If a Participant who makes an election pursuant to the requirements of this Section continues in the Employer's employ after his Normal Retirement Date, no Pension payments shall be made during the period of continued employment. If the Participant dies during such continued employment and the contingent pensioner survives him, the election shall become operative so that the contingent pensioner shall receive a Pension in accordance with the option elected commencing on the first day of the month coinciding with or next following the death of the Participant. In the event the contingent pensioner predeceases the Participant during such continued employment, the election shall not become operative.

7.4 Other Benefits Canceled by Option: Any Aggregate Contributions, Contribution Accumulation, Pension, Severance, Death, or other benefit that would otherwise have become payable under this Plan shall be canceled and superseded by an option elected under Section 7.1 or any other form of payment elected under Section 7.2 as of the date such option or other form of payment commences.

7.5 Options by Former Employee: The provisions of this Article VII shall be applicable to any former Employees entitled to a Pension under the provisions of Article VIII-Employment Transfers.

7.6 Rollover to Another Plan or IRA: Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section, a Distributee may elect, at the time and in the manner prescribed by the Committee, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover. The Committee shall establish procedures for implementing such Direct Rollover distribution.

(a) Definitions: For purposes of this Section 7.6, the following definitions shall apply:

(i) "**Eligible Rollover Distribution**": An "Eligible Rollover Distribution" is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated Beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; and the portion of any distribution that is not includable in gross income. With respect to distributions made after December 31, 2001, a portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be paid only to an individual retirement account or annuity described in Section 408(a) or (b) of the Code (a "traditional IRA") or a Roth individual account or annuity described in Section 408A of the Code (a "Roth IRA"), or to a qualified defined contribution, defined benefit or annuity plan described in Section 401(a) or 403(a) of the Code, or to an annuity contract described in Section 403(b) of the Code, if such plan or contract provides for separate accounting for amounts so transferred (including interest thereon), including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(ii) "**Eligible Retirement Plan**": An "Eligible Retirement Plan" is a traditional IRA, an annuity plan described in Section 403(a) of the Code, a qualified trust described in Section 401(a) of the Code, an annuity contract described in Section 403(b) of the Code, an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan, or, effective January 1, 2008, a Roth IRA that accepts the Distributee's Eligible Rollover Distribution, or, effective December 8, 2015, a SIMPLE IRA. However, in the case of an Eligible Rollover Distribution to the surviving spouse or a Participant's surviving Beneficiary, an Eligible Retirement Plan is an individual retirement account or individual retirement annuity. The definition of Eligible Retirement Plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relation order, as defined in Section 414(p) of the Code. If any portion of an Eligible Rollover Distribution is attributable to payments or distributions from a designated Roth account, an Eligible Retirement Plan with respect to such portion shall include only another designated Roth account of the individual from whose account the payments or distributions were made, or a Roth IRA of such individual.

(iii) **"Distributee"**: A "Distributee" includes a Participant or former Participant. In addition, the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in § 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse. For distributions occurring in plan years beginning after December 31, 2009 (or in any earlier plan year beginning after December 31, 2006 as may be specified in the adoption agreement), a distributee also includes the participant's nonspouse designated beneficiary under Section 2.1(f) of the Plan. In the case of a nonspouse beneficiary, the direct rollover may be made only to a traditional IRA or Roth IRA that is established on behalf of the designated beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Section 402(c)(11) of the Code. Also, in this case, the determination of any required minimum distribution under Section 401(a)(9) that is ineligible for rollover shall be made in accordance with Notice 2007-7, Q&A 17 and 18, 2007-5 I.R.B. 395.

(iv) **"Direct Rollover"**: A "Direct Rollover" is a payment by the Plan directly to the Eligible Retirement Plan specified by the Distributee.

7.7 Minimum Distribution Requirements:

(a) General Rules:

(i) **Effective Date**. The provisions of this Section will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year.

(ii) **Precedence**. The requirements of this Section will take precedence over any inconsistent provisions of the Plan.

(iii) **Requirements of Regulations Incorporated**. All distributions required under this Section will be determined in accordance with Section 401(a)(9) of the Internal Revenue Code, including the incidental death benefit requirement of Section 401(a)(9)(G), and the Income Tax Regulations thereunder.

(iv) **TEFRA Section 242(b)(2) Elections.** Notwithstanding the other provisions of this Section, other than Subsection (iii), distributions may be made under a designation made before January 1, 1984, in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the Plan that relate to Section 242(b)(2) of TEFRA.

(b) Time and Manner of Distribution:

(i) **Required Beginning Date**. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date.

(ii) **Death of Participant Before Distributions Begin**. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(1) If the Participant's surviving spouse is the Participant's sole designated beneficiary, then, except as provided in the adoption agreement, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.

(2) If the Participant's surviving spouse is not the Participant's sole designated beneficiary, then, distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(3) If there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(4) If the Participant's surviving spouse is the Participant's sole designated beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this Subsection (b)(ii), other than Subsection (b)(ii)(1), will apply as if the surviving spouse were the Participant.

For purposes of this Subsection (ii) and Subsection (e), distributions are considered to begin on the Participant's required beginning date (or, if Subsection (b)(ii)(4) applies, the date distributions are required to begin to the surviving spouse under Subsection (b)(ii)(1)). If annuity payments irrevocably commence to the Participant before the Participant's required beginning date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under Subsection (b)(ii)(1), the date distributions are considered to begin is the date distributions actually commence.

(iii) **Form of Distribution**. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with Subsections (c), (d) and (e) of this Section. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and the Treasury regulations.

(c) Determination of Amount to be Distributed Each Year:

(i) **General Annuity Requirements.** If the Participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:

(1) the annuity distributions will be paid in periodic payments made at intervals not longer than one year;

(2) the distribution period will be over a life (or lives) or over a period certain not longer than the period described in Section (d) or (e);

(3) once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;

(4) payments will either be nonincreasing or increase only as follows:

a by an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;

b to the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the beneficiary whose life was being used to determine the distribution period described in Section (d) dies or is no longer the Participant's beneficiary pursuant to a qualified domestic relations order within the meaning of Section 414(p);

c to provide cash refunds of employee contributions upon the Participant's death; or

d to pay increased benefits that result from a plan amendment.

(ii) **Amount Required to be Distributed by Required Beginning Date.** The amount that must be distributed on or before the Participant's required beginning date (or, if the Participant dies before distributions begin, the date distributions are required to begin under Subsection (b)(ii)(1) or (2)) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's required beginning date.

(iii) **Additional Accruals After First Distribution Calendar Year.** Any additional benefits accruing to the Participant in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

(d) Requirements For Annuity Distributions That Commence During Participant's Lifetime:

(i) **Joint Life Annuities Where the Beneficiary Is Not the Participant's Spouse.** If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a nonspouse beneficiary, annuity payments to be made on or after the Participant's required beginning date to the designated beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table set forth in Q&A-2 of Section 1.401(a)(9)-6 of the Treasury regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a nonspouse beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated beneficiary after the expiration of the period certain.

(ii) **Period Certain Annuities.** Unless the Participant's spouse is the sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations for the calendar year that contains the annuity starting date. If the annuity starting date precedes the year in which the Participant reaches age 70, the applicable distribution period for the Participant is the distribution period for age 70 under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations plus the excess of 70 over the age of the Participant as of the Participant's birthday in the year that contains the annuity starting date. If the Participant's spouse is the Participant's sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this Section (d)(ii), or the joint life and last survivor expectancy of the Participant and the Participant's spouse as determined under the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the calendar year that contains the annuity starting date.

(e) Requirements For Minimum Distributions After the Participant's Death:

(i) **Death After Distributions Begin.** If the Participant dies after distribution of his or her interest begins in the form of an annuity meeting the requirements of this Article, the remaining portion of the Participant's interest will continue to be distributed over the remaining period over which distributions commenced.

(ii) **Death Before Distributions Begin.**

a. **Participant Survived by Designated Beneficiary.** If the Participant dies before the date distribution of his or her interest begins and there is a designated beneficiary, the Participant's entire interest will be distributed, beginning no later than the time described in Subsection (b)(ii)(1) or (2), over the life of the designated beneficiary or over a period certain not exceeding:

(1) unless the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or

(2) if the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year that contains the annuity starting date.

b. **No Designated Beneficiary**. If the Participant dies before the date distributions begin and there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

c. **Death of Surviving Spouse Before Distributions to Surviving Spouse Begin**. If the Participant dies before the date distribution of his or her interest begins, the Participant's surviving spouse is the Participant's sole designated beneficiary, and the surviving spouse dies before distributions to the surviving spouse begin, this Section (e) will apply as if the surviving spouse were the Participant, except that the time by which distributions must begin will be determined without regard to Subsection (b)(ii)(1).

(f) Definitions:

(i) **Designated Beneficiary**. The individual who is designated as the beneficiary under Section 6.5 of the Plan and is the designated beneficiary under Section 401(a)(9) of the Internal Revenue Code and Section 1.401(a)(9)-4 of the Treasury regulations.

(ii) **Distribution Calendar Year**. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to Subsection (b)(ii).

(iii) **Life Expectancy**. Life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury regulations.

(iv) **Required Beginning_Date**. The April 1 of the calendar year following the later of the calendar year in which the Participant attains age 70½, or if later, retires.

ARTICLE VIII.

Employment Transfers

8.1 Transfers From This Plan:

(a) To Another Category With This Employer: If a Participant is employed by the Employer under this Plan and is transferred to employment with this Employer but under another department, classification or category, so that he is no longer eligible to participate in this Plan, such participation shall thereupon cease; his benefits shall remain in the Fund (unless such Participant is eligible for his Normal Pension in accordance with Section 4.1); but he will not continue to accrue service for the purposes of benefit accruals or additional vesting credit for benefits under this Plan. However, if a Participant participates in any other retirement plan sponsored by the Employer within the Fund, he shall continue to accrue Service for vesting purposes under this Plan.

(b) To Another Municipality: If a Participant's employment by the Employer under this Plan is terminated by virtue of his transfer to employment with another Municipality, his participation in this Plan shall thereupon cease and he shall be subject to the following rules and requirements relating to this Plan and his right and benefits hereunder:

(1) If he is eligible for a Pension under this Plan as of the date of such employment transfer, he shall be entitled to his Pension. If he is, upon such transfer of employment, covered by the retirement plan under which such other Municipality participates in the Oklahoma Municipal Retirement Fund, and he has not withdrawn his Aggregate Contributions in this Plan, then he will continue to accrue Service in this Plan for the purpose of the determination of attainment of Normal Retirement Age under this Plan, but shall not be entitled to credit for Service while not a Participant under this Plan for the purpose of computing the amount of any benefit under this Plan; or

(2) If he is not eligible for a Pension under this Plan as of the date of such employment transfer, and he is, upon such transfer of employment, covered by the retirement plan under which such other Municipality participates in the Oklahoma Municipal Retirement Fund, his Aggregate Contributions shall remain in the Fund and will continue to accrue interest, and he will continue to accrue Service for the purpose of meeting eligibility requirements for benefits and for determination of attainment of Normal Retirement Age under this Plan, but shall not be entitled to credit for Service while not a Participant under this Plan for the purpose of computing the amount of any benefit under this Plan and upon so meeting such eligibility requirements for benefits, he or his Beneficiaries shall be entitled to such benefits.

8.2 Transfers to This Plan:

(a) From Another Category with This Employer: Effective for Plan Years beginning on or after July 1, 1998, if a person becomes an Employee and a Participant under this Plan upon his transfer from full-time, regular employment with this Employer under another department, classification or category where he is ineligible for membership only because of the type of such employment, his Service accrued by virtue of such prior employment shall not be counted in determining his eligibility for benefits hereunder and not in computing the amount of such benefits, and he shall also be subject to all the other provisions of this Plan, provided such transfer occurred prior to the adoption of this Plan. Provided, however, for Plan Years ending prior to July 1, 1998, the rules of the prior Plan document shall apply with respect to such transfers.

(b) From Another Municipality: If a person becomes an Employee and a Participant under this Plan upon his transfer from full-time, regular employment with a Municipality other than this Employer, his Service accrued by virtue of such prior employment shall be counted in determining his eligibility and vesting for benefits hereunder, but not in computing the amount of such benefits, and he shall also be subject to all the other provisions of this Plan. An Employee's eligibility for membership under this Plan will be determined by applying the eligibility requirements in the Joinder Agreement as though the date his credited service from the other Municipality began was his date of employment with this Employer. Provided, however, no such Service shall be counted if the Participant was not 100% vested in the other Municipality's qualified retirement plan and the Participant received a distribution of his benefit under such Plan unless the distribution of his benefit was paid after becoming vested with this Employer.

(c) Previously Fully Vested With A Municipality: With respect to a Participant who was previously 100% vested in any Municipality's qualified retirement plan in the Fund, prior to becoming a Participant in this Plan, such Participant's "Service" for purposes of determining years of service for eligibility and vesting under this Plan shall include the Participant's last continuous period during which the Participant was an employee of the Municipality.

8.3 Notice of Transfers: After any transfer of employment referred to in Sections 8.1 or 8.2, the transferred Employee shall give written notice of such transfer to the Authorized Agent on a form furnished by the Authorized Agent. Such Employee shall not be penalized, however, for failure to give such notice. The Authorized Agent shall give immediate notice in writing of such transfers to the Committee.

ARTICLE IX.

Administration

9.1 Administration: The Plan shall be administered by the Committee which is hereby created and established and which shall be composed of the members of the City Council of the Employer. The duties of the Committee shall be performed without compensation other than the compensation, if any, which they receive as officers of the Employer unless additional compensation is specifically provided for by action of the City Council. Any usual and reasonable expenses incurred by the Committee in the administration of this Fund and Plan shall be paid by the Employer.

(a) Committee: The Committee shall have such powers as may be necessary to discharge its duties hereunder and under the document creating the Oklahoma Municipal Retirement Fund, and under the contract for the pooling of the Fund with similar funds of other Municipalities. Such powers shall include but not be limited to the following powers and duties:

(1) to delegate to, specify, direct, and supervise the performance of duties of the Authorized Agent, as the agent of the Employer and Committee in matters relating to the Plan, and the Fund, including but not limited to, the duties set forth below in Subsection 9.1(b) and including any duties of the Employer under the Plan, or as set forth in this Subsection 9.1(a);

(2) acting by direction to the Authorized Agent to file a petition for nomination, or otherwise nominate, and cast the ballot for the election of Trustees of the Oklahoma Municipal Retirement Funds;

(3) to construe and interpret the Plan and resolve any ambiguities with respect to any of the terms and provisions thereof as written and as applied to the operation of the Plan;

(4) decide all questions of eligibility and determine the amount, manner and time of payment of any benefits hereunder;

(5) to prescribe procedures to be followed by Participants in filing applications for benefits;

(6) to make a determination as to the right of any person to a benefit and to afford any person dissatisfied with such determination the right to a hearing thereon;

(7) to receive from the Employer, the Trustees, the Trust Service Provider and the Authorized Agent, such information as shall be necessary for the proper administration of the Plan;

(8) to prepare and distribute, in such manner as it determines to be appropriate, information explaining the Plan;

(9) to furnish the Employer, upon request, such annual reports with respect to the administration of the Plan as are reasonable and appropriate;

(10) to receive and review the valuation report and certification of the Plan, prepared annually by the actuarial firm, and on the basis thereof to certify to the Employer's budgetary authority an appropriate contribution rate in time for the incorporation, when necessary, of the resulting costs in the budget, and make timely appropriations therefor;

(11) to receive and review reports from the auditor appointed by the Trustees, the City Treasurer and City Auditors, of the financial condition of the Fund;

(12) to have full power, to manage and control, the Plan and Fund and to authorize in writing, all payments from the Fund by written direction of the Authorized Agent, or otherwise; and

(13) to sue in any court of competent jurisdiction for the enforcement of any contract, claim or other right, and to defend against or to compromise, settle or otherwise dispose of any claim or suit against the Employer, the Plan, or the City Treasurer, as Treasurer of the Plan.

(14) to appoint such person or persons as necessary to perform the following:

a. to receive and separately account for, payments, appropriations, apportionments, allocations, payroll deductions, and any other assets, which are for, or consist of contributions or assets under the Plan for the Fund, which are made by the Employer, the Participants, or from any other source;

b. to transfer, remit, pay over and deliver, upon the written direction of the Authorized Agent, as soon as practicable after his receipt thereof, all such contributions and assets, to the Oklahoma Municipal Retirement Fund for management and investment;

c. to keep as evidence and permanent records, all such written directions of the Authorized Agent for such transfers and disbursements, maintain accurate accounts and records of such receipts, transfers and disbursements, and keep such other records and furnish such information and advice to the Employer, the City Council, the Committee and the Authorized Agent as may be necessary and proper for the performance of such duties in coordinating the administration and operation of the Plan;

d. maintain such records including vital statistics on health, age, sex, birth, death, Compensation and length of Service of all the Participants of the Employer or their beneficiaries who are included in the Plan or who are, or may become eligible for such inclusion, as are necessary for the proper administration of the Plan, and furnish such information as is requested by the Authorized Agent;

e. notify the Authorized Agent when any Participant is eligible for Retirement under the Plan; and

f. attend meetings of the Committee while matters pertaining to the Plan, the Participants or their beneficiaries are under consideration.

The Committee shall have no power to waive or fail to apply any requirements of eligibility for a Pension under the Plan. The Committee may adopt such rules, regulations and actuarial tables as it deems necessary or desirable to administer the Plan. All such rules, regulations and decisions shall be uniformly and consistently applied to all Employees in similar circumstances.

Any such rule or decision which is not inconsistent with the provisions of the Plan shall be conclusive and binding upon all persons affected by it and there shall be no appeal from any ruling by the Committee which is within its authority.

When making a determination or calculation, the Committee shall be entitled to rely upon information furnished by the Trustees, the Trust Service Provider, the Employer, the Authorized Agent, the legal counsel of the Employer, or the actuary for the Plan.

(b) Authorized Agent: An Authorized Agent shall be designated in writing by the Committee and shall act as the agent of the Employer (but not the agent of the Trustees or the Trust Service Provider of the Fund) in matters pertaining to the Plan and the Fund, to centralize in one person the local administration and coordination thereof, and to file payroll and contribution information, to file claims, forms and applications for Participants, and to advise Participants, the Employer and the Committee. The Authorized Agent, under the control and direction of the Committee, shall have such general duties as the Employer and the Committee may deem necessary and proper for such purposes, which duties shall include but not be limited to, the following:

(1) to coordinate the deduction of Participant contributions and to see that Employer and Participant contributions are properly received and forwarded promptly to the Fund for management and investment;

(2) to forward any communications directed to Participants and Beneficiaries by the Trustees, the Trust Service Provider or the Fund;

(3) to lend assistance to Participants and Beneficiaries in filing applications for benefits, and in communicating with the Employer, the Committee and the Trustees or the Trust Service Provider of the Fund and to forward such communications to the addressees;

(4) to keep the Employer and Committee informed regarding Employer contribution rates and funds required to meet the costs of the Plan;

(5) to assist the Committee in determining whether or not Employees are eligible for participation in the Plan;

(6) to certify at the direction of the Committee that an Employee is on an Authorized Leave of Absence, paid or unpaid; and

(7) to file at the direction of the Committee a petition or nomination and cast a ballot for election of Trustees of the Fund.

(c) Plan Municipal Counselor: The Committee of the Employer shall appoint the legal advisor of the Employer and the Committee, and such legal advisor shall represent them in any legal matters, proceedings, or litigation.

9.2 Bonds: No bond to secure the performance of administrative duties in the operation of the Plan and the Fund, shall be required of any persons or organizations unless required by law, or unless required by the Trust indenture establishing Fund, or unless required by the Employer for any persons or organizations engaged in the administration of the Plan. If such a bond is required by law, the Trustees or the Employer, the premiums therefor shall be paid as expenses of the Fund. Any agents, officials of employees of the Employer engaged in the administration for the Plan shall be covered as to the performance of such administrative duties, by any official or other bond covering their regular duties otherwise.

9.3 Benefit Payments: All benefits which are to be paid pursuant to the provisions of the Plan, shall be paid under the direction of the Committee out of the applicable portion of the Fund, upon written directions of the Committee acting through the Authorized Agent.

9.4 Abandonment of Benefits:

(a) If, anytime following the date either of a Participant or Beneficiary of a deceased Participant becomes entitled to receive any non-deferred benefits under the Plan, then, if the whereabouts of such Participant or Beneficiary is unknown, the benefits may be forfeited in certain limited circumstances as provided hereafter. If the Committee has mailed to the Participant or Beneficiary notice of the present right to receive benefits, and the Committee mails such notice again after one year, then, if no claim has been received by the second anniversary of the first mailing of the notice, the Accounts representing unclaimed Benefits (including those holding Participant contributions) shall be forfeited.

(b) Each Participant and Beneficiary shall file with the Committee, from time to time in writing, their post office address and each change of post office address, if any, and the Committee shall not be obliged to search for or ascertain the whereabouts of any Participant or Beneficiary. Any communication addressed to a Participant or Beneficiary at their last post office address filed with the Committee, or if no such address was filed, then at their last post office address as shown on the Employer's records, shall be binding on the Participant and the Beneficiary for all purposes of the Plan and Trust.

(c) In the event that the whereabouts of a lost Participant, or lost Beneficiary of a deceased Participant, ever becomes known to the Committee, and either of such parties makes a claim for benefits, the Committee shall, if the Plan is in existence, reinstate any Benefits which have been previously forfeited to satisfy such claim, including any applicable cost-of-living adjustments. For purposes of this Subsection (c), the limitations under Section 415 of the Code shall not apply.

9.5 Benefits Payable to Incompetents: Any payments due hereunder to a minor or other person under legal disability may be made to a valid power of attorney, a court appointed guardian, or any other person authorized under state law to receive the benefit. The Committee shall not be required to see to the application of any such payment, and the payee's receipt shall be a full and final discharge of all responsibility hereunder of the Employer, the Committee and the Trustees.

9.6 No Participant Loans Permitted: Loans to Participants are not permitted under this Plan. Any references to Participant Loans in the Trust Indenture establishing the Oklahoma Municipal Retirement Fund shall not be applicable to this Plan.

ARTICLE X.

Limitations

10.1 Limitations on Benefits Relating to Section 415 of Internal Revenue Code of 1986:

(a) Notwithstanding any other provision contained herein to the contrary, the benefits payable to a Participant from the Plan provided by employer contributions (including contributions picked up by the employer under Code Section 414(h)) shall be subject to the limitations of Code Section 415 in accordance with the provisions of this Article. The limitations of this Article shall apply in limitation years beginning on or after July 1, 2007, except as otherwise provided below.

(b) Except as provided below, effective for limitation years ending after December 31, 2007, any accrued retirement benefit otherwise payable to a Participant under the Plan at any time shall not exceed the Maximum Permissible Benefit. If the benefit the Participant would otherwise accrue in a Limitation Year would produce an Annual Benefit in excess of the Maximum Permissible Benefit, the benefit shall be limited (or the rate of accrual reduced) to a benefit that does not exceed the Maximum Permissible Benefit.

(c) If the Participant is, or has ever been, a Participant in another qualified defined benefit plan (without regard to whether the Plan has been terminated) maintained by the Employer or a predecessor employer, the sum of the Participant's Annual Benefits from all such plans may not exceed the Maximum Permissible Benefit. Where the Participant's Employer-provided benefits under all such defined benefit plans (determined as of the same age) would exceed the Maximum Permissible Benefit applicable at that age, the Employer will apply the benefit accrual limit first to the plan that is not a broad-based participation plan.

(d) The application of the provisions of this Article shall not cause the Maximum Permissible Benefit for any Participant to be less than the Participant's accrued benefit under all the defined benefit plans of the Employer or a predecessor employer as of the end of the last Limitation Year beginning before July 1, 2007 under provisions of the plans that were both adopted and in effect before April 5, 2007. The preceding sentence applies only if the provisions of such defined benefit plans that were both adopted and in effect before April 5, 2007 satisfied the applicable requirements of statutory provisions, regulations, and other published guidance relating to Code Section 415 in effect as of the end of the last Limitation Year beginning before July 1, 2007, as described in Treas. Reg. Section 1.415(a)-1(g)(4).

(e) The limitations of this Article shall be determined and applied taking into account the rules in Section 10.7.

10.2 Definitions: For purposes of calculating the limitations which are otherwise applicable to a Participant pursuant to Section 415 of the Code and this Plan, the following definitions shall apply.

(a) **Annual Benefit:** A benefit that is payable annually in the form of a straight life annuity. Except as provided below, where a benefit is payable in a form other than a straight life annuity, the benefit shall be adjusted to an actuarially equivalent straight life annuity that begins at the same time as such other form of benefit and is payable on the first day of each month before applying the limitations of this Article. For a Participant who has or will have distributions commencing at more than one annuity starting date, the Annual Benefit shall be determined as of each such annuity starting date (and shall satisfy the limitations of this Article as of each such date), actuarially adjusting for past and future distributions of benefits commencing at the other annuity starting dates. For this purpose, the determination of whether a new starting date has occurred shall be made without regard to Treas. Reg. Section 1.401(a)-20, Q&A 10(d), and with regard to Treas. Reg. Section 1.415(b)-1(b)(1)(iii)(B) and (C).

No actuarial adjustment to the benefit shall be made for (a) survivor benefits payable to a surviving spouse under a qualified joint and survivor annuity to the extent such benefits would not be payable if the Participant's benefit were paid in another form; (b) benefits that are not directly related to retirement benefits (such as a qualified disability benefit, preretirement incidental death benefits, and postretirement medical benefits); or (c) the inclusion in the form of benefit of an automatic benefit increase feature, provided the form of benefit is not subject to Code Section 417(e)(3) and would otherwise satisfy the limitations of this Article, and the Plan provides that the amount payable under the form of benefit in any Limitation Year shall not exceed the limits of this Article applicable at the annuity starting date, as increased in subsequent years pursuant to Code Section 415(d). For this purpose, an automatic benefit increase feature is included in a form of benefit if the form of benefit provides for automatic, periodic increases to the benefits paid in that form.

The determination of the Annual Benefit shall take into account Social Security supplements described in Code Section 411(a)(9) and benefits transferred from another defined benefit plan, other than transfers of distributable benefits pursuant to Treas. Reg. Section 1.411(d)-4, Q&A-3(c), but shall disregard benefits attributable to employee contributions or rollover contributions. Effective for distributions in Plan Years beginning after December 31, 2003, the determination of actuarial equivalence of forms of benefit other than a straight life annuity shall be made in accordance with Section 10.2(a)(1) or Section 10.2(a)(2).

(1) Benefit Forms Not Subject to §417(e)(3): The straight life annuity that is actuarially equivalent to the Participant's form of benefit shall be determined under this Section 10.2(a)(1) if the form of the Participant's benefit is either (1) a nondecreasing annuity (other than a straight life annuity) payable for a period of not less than the life of the Participant (or, in the case of a qualified pre-retirement survivor annuity, the life of the surviving spouse), or (2) an annuity that decreases during the life of the Participant merely because of (a) the death of the survivor annuitant (but only if the reduction is not below 50% of the benefit payable before the death of the survivor annuitant), or (b) the cessation or reduction of Social Security supplements or qualified disability payments (as defined in Code Section 401(a)(11)).

(i) Limitation Years beginning before July 1, 2007. For Limitation Years beginning before July 1, 2007, the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit computed using whichever of the following produces the greater annual amount: (I) the interest rate specified in Section 2.1(b) of the Plan and the mortality table (or other tabular factor) specified in Section 2.1(b) of the Plan for adjusting benefits in the same form; and (II) a 5 percent interest rate assumption and the applicable mortality table defined in Section 2.1(b) of the Plan for that annuity starting date.

(ii) Limitation Years beginning on or after July 1, 2007. For Limitation Years beginning on or after July 1, 2007, the actuarially equivalent straight life annuity is equal to the greater of (1) the annual amount of the straight life annuity (if any) payable to the Participant under the Plan commencing at the same annuity starting date as the Participant's form of benefit; and (2) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using a 5 percent interest rate assumption and the applicable mortality table defined in Section 2.1(b) of the Plan for that annuity starting date.

(2) Benefit Forms Subject to Code Section 417(e)(3): The straight life annuity that is actuarially equivalent to the Participant's form of benefit shall be determined under this paragraph if the form of the Participant's benefit is other than a benefit form described in Section 10.2(a)(1). In this case, the actuarially equivalent straight life annuity shall be determined as follows:

(i) **Annuity Starting Date in Plan Years Beginning After 2005.** Except as provided in Section 10.2(a)(2)(iii), if the annuity starting date of the Participant's form of benefit is in a Plan Year beginning after December 31, 2005, the actuarially equivalent straight life annuity is equal to the greatest of:

(a) The annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using the interest rate and the mortality table (or other tabular factor) specified in the Plan for adjusting benefits in the same form;

(b) The annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using a 5.5 percent interest rate assumption and the applicable mortality table for the distribution under Regulations Section 1.417(e)-1(d)(2) (determined in accordance with Section 10.2(a)(2)(v) for Plan Years after the effective date specified below); and

(c) The annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using the applicable interest rate for the distribution under Regulations Section 1.417(e)-1(d)(3) (determined in accordance with Section 10.2(a)(2)(v) for Plan Years on or after January 1, 2008 and the applicable mortality table for the distribution under Regulations Section 1.417(e)-1(d)(2) (determined in accordance with Section 10.2(a)(2)(v) for Plan Years after the effective date specified below), divided by 1.05.

The effective date of the applicable mortality table above is for years beginning after December 31, 2008.

(ii) **Annuity Starting Date in Plan Years Beginning in 2004 or 2005.** If the annuity starting date of the Participant's form of benefit is in a Plan Year beginning in 2004 or 2005, the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using whichever of the following produces the greater annual amount: (I) the interest rate specified in Section 2.1(b) of the Plan and the mortality table (or other tabular factor) specified in Section 2.1(b) of the Plan for adjusting benefits in the same form; and (II) a 5.5 percent interest rate assumption and the applicable mortality table for the distribution under Treas. Reg. Section 1.417(e)-1(d)(2).

However, this Section does not supersede any prior election to apply the transition rule of section 101(d)(3) of PFEA as described in Notice 2004-78.

(iii) **Annuity Starting Date in small plans for Plan Years Beginning in 2009 and later.** If the annuity starting date of the Participant's form of benefit is in a Plan Year beginning in or after 2009, and if the Plan is maintained by an eligible employer as defined Code Section 408(p)(2)(C)(i), the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using whichever of the following produces the greater annual amount:

(a) The interest rate and the mortality table (or other tabular factor) specified in the Plan for adjusting benefits in the same form; and

(b) A 5.5 percent interest rate assumption and the applicable mortality table described in Section 10.2(a)(2)(iv).

(iv) **Definition of "Applicable Mortality Table."** Effective for annuity starting dates in a Plan Year beginning on or after January 1, 2008, for purposes of this Article, the "applicable mortality table" means the applicable mortality table within the meaning of Code Section 417(e)(3)(B) as described in Revenue Ruling 2007-67.

(v) **Applicable interest rate.** For purposes of the Plan's provisions relating to the calculation of the present value of a benefit payment that is subject to Code Section 417(e), as well as any other Plan provision referring directly or indirectly to the "applicable interest rate" or "applicable mortality table" used for purposes of Code Section 417(e), any provision prescribing the use of the annual rate of interest on 30-year U.S. Treasury securities shall be implemented by instead using the rate of interest determined by applicable interest rate described by Code Section 417(e) after its amendment by PPA. Specifically, the applicable interest rate shall be the adjusted first, second, and third segment rates applied under the rules similar to the rules of Code Section 430(h)(2)(C) for the calendar month (lookback month) before the first day of the Plan Year in which the annuity starting date occurs (stability period). For this purpose, the first, second, and third segment rates are the first, second, and third segment rates which would be determined under Code Section 430(h)(2)(C) if:

(a) Code Section 430(h)(2)(D) were applied by substituting the average yields for the month described in the preceding paragraph for the average yields for the 24-month period described in such section, and

(b) Code Section 430(h)(2)(G)(i)(II) were applied by substituting "Section 417(e)(3)(A)(ii)(II) for "Section 412(b)(5)(B)(ii)(II)," and

(c) The applicable percentage under Code Section 430(h)(2)(G) is treated as being 20% in 2008, 40% in 2009, 60% in 2010, and 80% in 2011.

(b) **Compensation:** Compensation is defined as wages, differential wage payments under Code Section 3401(h) made after December 31, 2008, salaries, and fees for professional services and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with the employer maintaining the Plan to the extent that the amounts are includible in gross income (including, but not limited to, commissions paid salespersons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits, and reimbursements, or other expense allowances under a nonaccountable plan (as described in Treas. Reg. Section § 1.62-2(c), and excluding the following:

(i) Employer contributions (other than elective contributions described in Code Sections 402(e)(3), 408(k)(6), 408(p)(2)(A)(i), or 457(b)) to a plan of deferred compensation (including a simplified employee pension described in Code Section 408(k) or a simple retirement account described in Code Section 408(p), and whether or not qualified) to the extent such contributions are not includible in the employee's gross income for the taxable year in which contributed, and any distributions (whether or not includible in gross income when distributed) from a plan of deferred compensation (whether or not qualified);

(ii) Amounts realized from the exercise of a nonstatutory stock option (that is, an option other than a statutory stock option as defined in Treas. Reg. Section 1.421-1(b)), or when restricted stock (or property) held by the employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture:

(iii) Amounts realized from the sale, exchange or other disposition of stock acquired under a statutory stock option;

(iv) Other amounts that receive special tax benefits, such as premiums for group-term life insurance (but only to the extent that the premiums are not includible in the gross income of the employee and are not salary reduction amounts that are described in Code Section 125);

(v) Other items of remuneration that are similar to any of the items listed in (i) through (iv).

For Limitation Years beginning more than 90 days after the close of the first regular legislative session of the legislative body with authority to amend the Plan that begins on or after July 1, 2007, compensation for a Limitation Year shall also include compensation paid by the later of

2½ months after an employee's severance from employment with the employer maintaining the Plan or the end of the Limitation Year that includes the date of the employee's severance from employment with the employer maintaining the Plan, if the payment is regular compensation for services during the employee's regular working hours, or compensation for services outside the employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, and, absent a severance from employment, the payments would have been paid to the employee while the employee continued in employment with the employer.

Any payments not described above shall not be considered compensation if paid after severance from employment, even if they are paid by the later of 2½ months after the date of severance from employment or the end of the Limitation Year that includes the date of severance from employment, except, payments to an individual who does not currently perform services for the employer by reason of qualified military service (within the meaning of Code Section 414(u)(1)) to the extent these payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the employer rather than entering qualified military service.

Back pay, within the meaning of Treas. Reg. Section 1.415(c)-2(g)(8), shall be treated as compensation for the Limitation Year to which the back pay relates to the extent the back pay represents wages and compensation that would otherwise be included under this definition.

For Limitation Years beginning after December 31, 1997, or Compensation paid or made available during such Limitation Year shall include amounts that would otherwise be included in compensation but for an election under Code Sections 125(a), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b).

For Limitation Years beginning after December 31, 2000, Compensation shall also include any elective amounts that are not includible in the gross income of the employee by reason of Code Section 132(f)(4).

For Limitation Years beginning after December 31, 2001, Compensation shall also include deemed Code Section 125 Compensation. Deemed Code Section 125 compensation is an amount that is excludable under Code Section 106 that is not available to a Participant in cash in lieu of group health coverage under a Code Section 125 arrangement solely because the Participant is unable to certify that he or she has other health coverage. Amounts are deemed Code Section 125 compensation only if the employer does not request or otherwise collect information regarding the Participant's other health coverage as part of the enrollment process for the health plan.

(c) **Defined Benefit Dollar Limitation:** Effective for Limitation Years ending after December 31, 2001, the Defined Benefit Dollar Limitation is $160,000, automatically adjusted under Code Section 415(d) for increases in the cost-of-living, effective January 1 of each year, as published in the Internal Revenue Bulletin, and payable in the form of a straight life annuity. The new limitation shall apply to Limitation Years ending with or within the calendar year of the date of the adjustment, but a Participant's benefits shall not reflect the adjusted limit prior to January 1 of that calendar year.

(d) **Employer:** For purposes of this Article, employer shall mean the employer that adopts this plan, and all members of a controlled group of corporations, as defined in Code Section 414(b), as modified by Code Section 415(h)), all commonly controlled trades or businesses (as defined in Code Section 414(c), as modified, except in the case of a brother-sister group of trades or businesses under common control, by Code Section 415(h)), or affiliated service groups (as defined in Code Section 414(m)) of which the adopting employer is a part, and any other entity required to be aggregated with the employer pursuant to Code Section 414(o).

(e) **Formerly Affiliated Plan of the Employer:** A plan that, immediately prior to the cessation of affiliation, was actually maintained by the employer and, immediately after the cessation of affiliation, is not actually maintained by the employer. For this purpose, cessation of affiliation means the event that causes an entity to no longer be considered the employer, such as the sale of a member controlled group of corporations, as defined in Code Section 414(b), as modified by Code Section 415(h), to an unrelated corporation, or that causes a plan to not actually be maintained by the employer, such as transfer of plan sponsorship outside a controlled group.

(f) **Limitation Year: The Plan Year:** All qualified plans maintained by the employer must use the same Limitation Year. If the Limitation Year is amended to a different 12-consecutive month period, the new Limitation Year must begin on a date within the Limitation Year in which the amendment is made.

(g) **Maximum Permissible Benefit:** The Defined Benefit Dollar Limitation (adjusted where required, as provided below).

(1) Adjustment for Less Than 10 Years of Participation: If the Participant has less than 10 years of participation with the Employer, the Defined Benefit Dollar Limitation shall be multiplied by a fraction -- (i) the numerator of which is the number of Years (or part thereof, but not less than one year) of Participation in the Plan, and (ii) the denominator of which is 10.

(2) Adjustment of Defined-Benefit-Dollar Limitation for Benefit Commencement Before Age 62 or after Age 65: Effective for benefits commencing in Limitation Years ending after December 31, 2001, the Defined Benefit Dollar Limitation shall be adjusted if the annuity starting date of the Participant's benefit is before age 62 or after age 65. If the annuity starting date is before age 62, the Defined Benefit Dollar Limitation shall be adjusted under Subsection (g)(2)(i), as modified by (g)(2)(iii). If the annuity starting date is after age 65, the Defined Benefit Dollar Limitation shall be adjusted under Subsection (g)(2)(ii), as modified by, Subsection (g)(2)(iii),

(i) Adjustment of Defined Benefit Dollar Limitation for Benefit Commencement Before Age 62.

I. Limitation Years Beginning Before July 1, 2007. If the annuity starting date for the Participant's benefit is prior to age 62 and occurs in a Limitation Year beginning before July 1, 2007, the Defined Benefit Dollar Limitation for the Participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under Subsection (g)(1) above for years of participation less than 10, if required) with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (1) the interest rate specified in Section 2.1(b) of the Plan and the mortality table (or other tabular factor) specified in Section 2.1(b) of the Plan; or (2) a 5-percent interest rate assumption and the applicable mortality table as defined in Section 2.1(b) of the Plan.

II. Limitation Years Beginning on or After July 1, 2007.

A. Plan Does Not Have Immediately Commencing Straight Life Annuity Payable at Both Age 62 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is prior to age 62 and occurs in a Limitation Year beginning on or after July 1, 2007, and the Plan does not have an immediately commencing straight life annuity payable at both age 62 and the age of benefit commencement, the Defined Benefit Dollar Limitation for the Participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under Section 10.2(g)(1) for years of participation less than 10, if required) with actuarial equivalence computed using a 5 percent interest rate assumption and the applicable mortality table for the annuity starting date as defined in Section 2.1(b) of the Plan (and expressing the Participant's age based on completed calendar months as of the annuity starting date).

B. Plan Has Immediately Commencing Straight Life Annuity Payable at Both Age 62 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is prior to age 62 and occurs in a Limitation Year beginning on or after July 1, 2007, and the Plan has an immediately commencing straight life annuity payable at both age 62 and the age of benefit commencement, the Defined Benefit Dollar Limitation for the Participant's annuity starting date is the lesser of the limitation determined under Section 10.2(g)(2)(i)(II)(A), and the Defined Benefit Dollar Limitation (adjusted under Section 10.2(g)(1) for years of participation less than 10, if required) multiplied by the ratio of the annual amount of the immediately commencing straight life annuity under the Plan at the Participant's annuity starting date to the annual amount of the immediately commencing straight life annuity under the Plan at age 62, both determined without applying the limitations of this Article.

(ii) Adjustment of Defined Benefit Dollar Limitation for Benefit Commencement After Age 65:

I. Limitation Years Beginning Before July 1, 2007. If the annuity starting date for the Participant's benefit is after age 65 and occurs in a Limitation Year beginning before July 1, 2007, the Defined Benefit Dollar Limitation for the Participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under subsection (g)(1) above for years of participation less than 10, if required) with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (1) the-interest rate specified in Section 2.1(b) of the Plan and the mortality table (or other tabular factor) specified in Section 2.1(b) of the Plan; or (2) a 5-percent interest rate assumption and the applicable mortality table as defined in Section 2.1(b) of the Plan.

II. Limitation Years Beginning On or After July 1, 2007.

A. Plan Does Not Have Immediately Commencing Straight Life Annuity Payable at Both Age 65 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is after age 65 and occurs in a Limitation Year beginning on or after July 1, 2007, and the Plan does not have an immediately commencing straight life annuity payable at both age 65 and the age of benefit commencement, the Defined Benefit Dollar Limitation at the Participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under Subsection (g)(1) for years of participation less than 10, if required)with actuarial equivalence computed using a 5 percent interest rate assumption and the applicable mortality table for that annuity starting date as defined in Section 2.1(b) of the Plan (and expressing the Participant's age based on completed calendar months as of the annuity starting date).

B. Plan Has Immediately Commencing Straight Life Annuity Payable at Both Age 65 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is after age 65 and occurs in a Limitation Year beginning on or after July 1, 2007, and the Plan has an immediately commencing straight life annuity payable at both age 65 and the age of benefit commencement, the Defined Benefit Dollar Limitation at the Participant's annuity starting date is the lesser of the limitation determined under Subsection (g)(2)(ii)II.A., and the Defined Benefit Dollar Limitation (adjusted under Subsection (g)(1) for years of participation less than 10, if required) multiplied by the ratio of the annual amount of the adjusted immediately commencing straight life annuity under the Plan at age 65, both determined without applying the limitations of this Article. For this purpose, the adjusted immediately commencing straight life annuity under the Plan at the Participant's annuity starting date is the annual amount of such annuity payable to the Participant, computed disregarding the Participant's accruals after sixty-five (65) years of age but including actuarial adjustments even if those actuarial adjustments are used to offset accruals; and the adjusted immediately commencing straight life annuity under the Plan at sixty-five (65) years of age is the annual amount of such annuity that would be payable under the Plan to a hypothetical member who is sixty-five (65) years of age and has the same accrued benefit as the Participant.

(iii) Notwithstanding the other requirements of this Subsection (g)(2), in adjusting the Defined Benefit Dollar Limitation for the Participant's annuity starting date under Subsections (g)(2)(i)I. and (g)(2)(i)II.A., (g)(2)(ii)I., (g)(2)(ii)II.A., no adjustment shall be made to the Defined Benefit Dollar Limitation to reflect the probability of a Participant's death between the annuity starting date and age 62, or between age 65 and the annuity starting date, as applicable, if benefits are not forfeited upon the death of the Participant prior to the annuity starting date. To the extent benefits are forfeited upon death before the annuity starting date, such an adjustment shall be made. For this purpose, no forfeiture shall be treated as occurring upon the Participant's death if the Plan does not charge Participants for providing a qualified preretirement survivor annuity, as defined in Code Section 417(c), upon the Participant's death.

(iv) Notwithstanding any other provision to the contrary, for limitation years beginning on or after January 1, 1997, if payment begins before the Participant reaches sixty-two (62) years of age, the reductions in the limitations in this subsection shall not apply to a Participant who is a "qualified participant" as defined in Section 415(b)(2)(H) of the Code.

(3) Minimum benefit permitted: Notwithstanding anything else in this section to the contrary, the benefit otherwise accrued or payable to a Participant under this plan shall be deemed not to exceed the Maximum Permissible Benefit if:

(i) the retirement benefits payable for a Limitation Year under any form of benefit with respect to such Participant under this plan and under all other defined benefit plans (without regard to whether a plan has been terminated) ever maintained by the employer do not exceed $10,000 multiplied by a fraction — (I) the numerator of which is the Participant's number of Years (or part thereof, but not less than one year) of Service (not to exceed 10) with the employer, and (II) the denominator of which is 10; and

(ii) the employer (or a predecessor employer) has not at any time maintained a defined contribution plan in which the Participant participated (for this purpose, mandatory employee contributions under a defined benefit plan, individual medical accounts under Code Section 401(h), and accounts for postretirement medical benefits established under Code Section 419A(d)(1) are not considered a separate defined contribution plan).

(4) For limitation years beginning on or after January 1, 1995, subsection (g)(1) of this Section, subsection (g)(1)(i) of this Section, and the proration provided under subsection (g)(3)(i) of this Section, shall not apply to a benefit paid under the Plan as a result of the Participant becoming disabled by reason of personal inquiries or sickness or amounts received by the beneficiaries, survivors or estate of the Participant as a result of the death of the Participant.

(5) Effective for years beginning after December 31, 1997, if a member repays to the Plan any amounts received because of the Participant's prior termination pursuant to Section 10.11 of this Plan, such repayment shall not be taken into account for purposes of Section 415 of the Code pursuant to Code Section 415(k)(3).

(6) For distributions made in limitation years beginning on or after January 1, 2000, the combined limit of repealed Code Section 415(e) shall not apply.

10.3 Predecessor Employer: If the employer maintains a plan that provides a benefit which the Participant accrued while performing services for a former employer, the former employer is a predecessor employer with respect to the Participant in the Plan. A former entity that antedates the employer is also a predecessor employer with respect to a Participant if, under the facts and circumstances, the employer constitutes a continuation of all or a portion of the trade or business of the former entity.

10.4 Severance from Employment: An employee has a severance from employment when the employee ceases to be an employee of the employer maintaining the Plan. An employee does not have a severance from employment if, in connection with a change of employment, the employee's new employer maintains the Plan with respect to the employee.

10.5 Year of Participation: The Participant shall be credited with a Year of Participation (computed to fractional parts of a year) for each accrual computation period for which the following conditions are met: (1) the Participant is credited with the period of service for benefit accrual purposes, required under the terms of the Plan in order to accrue a benefit for the accrual computation period, and (2) the Participant is included as a Participant under the eligibility provisions of the Plan for at least one day of the accrual computation period. If these two conditions are met, the portion of a year of participation credited to the Participant shall equal the amount of benefit accrual service credited to the Participant for such accrual computation period. A Participant who is permanently and totally disabled within the meaning of Code Section 415(c)(3)(C)(i) for an accrual computation period shall receive a Year of Participation with respect to that period. In addition, for a Participant to receive a Year of Participation (or part thereof) for an accrual computation period, the Plan must be established no later than the last day of such accrual computation period. In no event shall more than one Year of Participation be credited for any 12-month period.

10.6 Other Rules:

(a) **Benefits Under Terminated Plans:** If a defined benefit plan maintained by the employer has terminated with sufficient assets for the payment of benefit liabilities of all plan Participants and a Participant in the Plan has not yet commenced benefits under the Plan, the benefits provided pursuant to the annuities purchased to provide the Participant's benefits under the terminated plan at each possible annuity starting date shall be taken into account in applying the limitations of this Article. If there are not sufficient assets for the payment of all Participants' benefit liabilities, the benefits taken into account shall be the benefits that are actually provided to the Participant under the terminated plan.

(b) **Benefits Transferred From the Plan:** If a Participant's benefits under a defined benefit plan maintained by the employer are transferred to another defined benefit plan maintained by the employer and the transfer is not a transfer of distributable benefits pursuant Treas. Reg. Section 1.411(d)-4, Q&A-3(c), the transferred benefits are not treated as being provided under the transferor plan (but are taken into account as benefits provided under the transferee plan). If a Participant's benefits under a defined benefit plan maintained by the employer are transferred to another defined benefit plan that is not maintained by the employer and the transfer is not a transfer of distributable benefits pursuant to Treas. Reg. Section 1.411(d)-4, Q&A-3(c), the transferred benefits are treated by the employer's plan as if such benefits were provided under annuities purchased to provide benefits under a plan maintained by the employer that terminated immediately prior to the transfer with sufficient assets to pay all Participants' benefit liabilities under the Plan. If a Participant's benefits under a defined benefit plan maintained by the employer are transferred to another defined benefit plan in a transfer of distributable benefits pursuant Treas. Reg. Section 1.411(d)-4, Q&A-3(c), the amount transferred is treated as a benefit paid from the transferor plan.

(c) **Formerly Affiliated Plans of the Employer:** A formerly affiliated plan of an employer shall be treated as a plan maintained by the employer, but the formerly affiliated plan shall be treated as if it had terminated immediately prior to the cessation of affiliation with sufficient assets to pay Participants' benefit liabilities under the Plan and had purchased annuities to provide benefits.

(d) **Plans of a Predecessor Employer:** If the employer maintains a defined benefit plan that provides benefits accrued by a Participant while performing services for a predecessor employer, the Participant's benefits under a plan maintained by the predecessor employer shall be treated as provided under a plan maintained by the employer. However, for this purpose, the Plan of the predecessor employer shall be treated as if it had terminated immediately prior to the event giving rise to the predecessor employer relationship with sufficient assets to pay Participants' benefit liabilities under the Plan, and had purchased annuities to provide benefits; the employer and the predecessor employer shall be treated as if they were a single employer immediately prior to such event and as unrelated employers immediately after the event; and if the event giving rise to the predecessor relationship is a benefit transfer, the transferred benefits shall be excluded in determining the benefits provide under the Plan of the predecessor employer.

(e) **Special Rules:** The limitations of this Article shall be determined and applied taking into account the rules in Treas. Reg. Section 1.415(f)-1(d), (e) and (h).

(f) **Aggregation with Multiemployer Plans:** If the employer maintains a multiemployer plan, as defined in Code Section 414(f), and the multiemployer plan so provides, only the benefits under the multiemployer plan that are provided by the employer shall be treated as benefits provided under a plan maintained by the employer for purposes of this Article.

10.7 Participant Limitation Applicable to Defined Contribution Option:

(a) General: If the Defined Contribution Option is elected in Section 12 of the Joinder Agreement, the maximum permissible amount which may be contributed or allocated to or made with respect to any Participant shall be the lesser of:

(1) $40,000, as adjusted for cost-of-living under Code Section 415(d) (the "Defined Contribution Dollar Limitation"), or

(2) 100% of the Participant's Actual Compensation for the Limitation Year.

Notwithstanding any provision of the Plan to the contrary, if the annual additions are exceeded for any participant, then the Plan may only correct such excess in accordance with the Employee Plans Compliance Resolution System (EPCRS) as set forth in Revenue Procedure 2006-27 or any superseding guidance, including, but not limited to, the preamble of the final §415 regulations.

(b) Definition of Annual Additions: Annual additions: The sum of the following amounts credited to a participant's account for the limitation year: (a) employer contributions; (b) employee contributions; (c) forfeitures (d) amounts allocated to an individual medical account, as defined in § 415(l)(2) of the Code, which is part of a pension or annuity plan maintained by the employer are treated as annual additions to a defined contribution plan. Also amounts derived from contributions paid or accrued which are attributable to post-retirement medical benefits, allocated to the separate account of a key employee, as defined in § 419A(d)(3) of the Code, under a welfare benefit fund, as defined in § 419(e) of the Code, maintained by the employer are treated as annual additions to a defined contribution plan; and (e) allocations under a simplified employee pension.

(c) Participation in another plan: This subsection applies if, in addition to this plan, the participant is covered under another qualified defined contribution plan maintained by the employer, a welfare benefit fund maintained by the employer, an individual medical account maintained by the employer, or a simplified employee pension maintained by the employer, that provides an annual addition as defined in subsection (b), during any limitation year. The annual additions which may be credited to a participant's account under this plan for any such limitation year will not exceed the maximum permissible amount reduced by the annual additions credited to a participant's account under the other qualified defined contribution plans, welfare benefit funds, individual medical accounts, and simplified employee pensions for the same limitation year. If the annual additions with respect to the participant under other qualified defined contribution plans, welfare benefit funds, individual medical accounts, and simplified employee pensions maintained by the employer are less than the maximum permissible amount and the employer contribution that would otherwise be contributed or allocated to the participant's account under this plan would cause the annual additions for the limitation year to exceed this limitation, the amount contributed or allocated will be reduced so that the annual additions under all such plans and funds for the limitation year will equal the maximum permissible amount. If the annual additions with respect to the participant under such other qualified defined contribution plans, welfare benefit funds, individual medical accounts, and simplified employee pensions in the aggregate are equal to or greater than the maximum permissible amount, no amount will be contributed or allocated to the participant's account under this plan for the limitation year.

10.8 Re-employment of Former Employees: If a Participant's employment is terminated before he is eligible for a Pension and the Participant is subsequently re-employed by the Employer, the Participant shall only receive credited Service for his previous period of employment if he did not receive a distribution of Aggregate Contributions, with eligibility and vesting rules as provided under Article VIII-Employment Transfers. The Participant will receive the credited Service once he has satisfied the vesting requirements specified in the Joinder Agreement to become 100% vested. If the Employer has established a new hire retirement plan, and the retired Employee has incurred a Break in Service, the retired Employee shall be enrolled in the new hire retirement plan.

If a Participant's employment is terminated before he is eligible for a Pension, the Plan provided for the Non-Contribution Option on or before such termination, and the Participant is subsequently re-employed by the Employer, then the Participant will be entitled to credit for such prior Service for benefit accrual purposes, but not for vesting purposes.

10.9 Re-employment of Retired Participants:

(a) **Deferred Vested Retired Participant:** If a former Participant retired under this Plan is re-employed by the Employer, and again becomes an Employee under the Plan, no Pension payments shall be made during the period of such re-employment. Upon the subsequent termination of such Employee's employment, the Employee shall be entitled to receive a Pension the amount of which is computed on the basis of the Plan's benefit formula and the Employee's Average Monthly Compensation and Service with the Employer.

(b) **Retired Participants in Pay Status:** In the case of re-employment of a retired Participant who received any Pension payments prior to his re-employment, the Pension payable upon his subsequent Retirement shall be equal to the sum of (i) and (ii), as follows:

(i) the same amount he had been receiving for his prior Retirement, adjusted for any applicable cost-of-living adjustments, payable under the same form of annuity elected for his prior Retirement. If the amount was originally paid early, its new early reduction shall be recalculated to exclude the months of re-employment with no payments. Only re-employment months prior to the Participant's Normal Retirement Date would be excluded.

(ii) an amount determined solely for his Compensation and Service with the Employer after re-employment, payable in the form elected under Article V, VI or VII. The Participant does not have to select the same form of payment as for Subsection (i).

10.10 Buyback of Service: If the Employer elects in the Joinder Agreement, then notwithstanding anything to the contrary herein, a Participant who terminates employment with the Employer and receives distribution of his Aggregate Contributions may be recredited with his service if he repays his Aggregate Contributions with the interest that would have accrued on such amount under the terms of the Plan.

ARTICLE XI.

Guarantees and Liabilities

11.1 Non-Guarantee of Employment: Nothing contained in this Plan shall be construed as a contract of employment between the Employer and any Employee, or as a right of any Employee to be contained in the employment of the Employer, or as a limitation of the right of the Employer to discharge any of its Employees, with or without cause.

11.2 Rights to Fund Assets: No Participant shall have any right to, or interest in, any assets of the Fund upon termination of his employment or otherwise, except as provided from time to time under this Plan, and then only to the extent of the benefits payable to such Participant out of the assets of the Fund. All payments of benefits as provided for in this Plan shall be made solely out of the assets of the Fund and neither the Employer, the Trust Service Provider, the Authorized Agent, nor any individual Trustee shall be liable in any manner.

11.3 Non-Alienation of Benefits: The Fund shall be exempt from legal process and no order may be made to hold, seize, garnishee, or attach payments to any person. Except as duly required under applicable law (including any domestic relations order) benefits payable under this Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution, or levy of any kind, either voluntary or involuntary, including any liability for alimony or other payments for property settlement or support of a spouse or former spouse, or for any other relative of the Participant, but excluding devolution by death or mental incompetency, prior to being received by the person entitled to the benefit under the terms of the Plan. Except as may be duly required under applicable law, the Fund shall not in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements, or torts of any person entitled to benefits hereunder and none of the unpaid Plan benefits or Trust assets shall be considered an asset of the Participant in the event of his divorce, insolvency, or bankruptcy.

11.4 Disclaimer of Liability: Neither the Employer, the Trust Service Provider, the Authorized Agent, the Trustees, nor any individual Trustee guarantees the Fund in any manner against loss or depreciation, and they shall not be liable for any act, or failure to act, which is made in good faith pursuant to the provisions of the Plan. The Employer shall not be responsible for any act, or failure to act, of the Trustees or the Trust Service Provider. The Trustees shall not be responsible for any act, or failure to act, of the Employer or the Authorized Agent.

11.5 Indemnification of Trustees: The Trustees shall be indemnified from the assets of the Fund against any and all liabilities arising by reason of any act, or failure to act, made in good faith pursuant to the provisions of the Plan, including expenses reasonably incurred in the defense of any claim relating thereto.

11.6 Payments Under a Qualified Domestic Relations Order

(a) **General:** The Municipality shall follow the terms of any "Qualified Domestic Relations Order" as defined in Subsection (b) below issued with respect to a Participant where such Qualified Domestic Relations Order grants to an "Alternate Payee" rights in the benefit of the Participant.

(b) The term "Qualified Domestic Relations Order" means an order issued by the District Court of the State of Oklahoma pursuant to the domestic relations laws of the State of Oklahoma which relates to the provision of marital property rights to a spouse or former spouse of a Participant and which creates or recognizes the existence of an Alternate Payee's right to, or assigns to an Alternate Payee the right to receive a portion of the benefits payable with respect to a Participant of the Plan.

(c) To qualify as an Alternate Payee, a spouse or former spouse must have been married to the Participant for a period of not less than thirty (30) continuous months immediately preceding the commencement of the proceedings from which the Qualified Domestic Relations Order issues.

(d) A Qualified Domestic Relations Order is valid and binding on the Trustees and the Participant only if it meets the requirements of this Section.

(e) A Qualified Domestic Relations Order shall clearly specify:

(1) the name, social security number, and last-known mailing address (if any) of the Participant, and the name and mailing address of the alternative payee covered by the order;

(2) the amount or percentage of the Participant's benefits to be paid by the Plan to the Alternate Payee;

(3) the characterization of the benefit as to marital property rights, and whether the benefit ceases upon the death or remarriage of the Alternate Payee; and,

(4) each plan to which such order applies.

(a) A Qualified Domestic Relations Order meets the requirements of this Section only if such order:

(1) does not require the Plan to provide any type or form of benefit, or any option not otherwise provided under the Plan;

(2) does not require the Plan to provide increased benefits; and,

(3) does not require the payment of benefits to an Alternate Payee which are required to be paid to another Alternate Payee pursuant to another order previously determined to be a Qualified Domestic Relations Order, or an order recognized by the Plan as a valid order prior to the effective date of the Plan.

(f) A Qualified Domestic Relations Order shall not require payment of benefits to an Alternate Payee prior to the actual retirement date or withdrawal of the related Participant.

(g) The obligation of the Plan to pay an Alternate Payee pursuant to a Qualified Domestic Relations Order shall cease upon the death of the Participant.

(h) In the event a Qualified Domestic Relations Order requires the benefits payable to an Alternate Payee to terminate upon the remarriage of said Alternate Payee, the Plan shall terminate said benefit only upon the receipt of a certified copy of a marriage license, or a copy of a certified order issued by the Court that originally issued said Qualified Domestic Relations Order declaring the remarriage of said Alternate Payee.

(i) This Section of the Plan shall not be subject to the provisions of the Employee Retirement Income Security Act of 1974 (ERISA), 29 U.S.C.A. Section 1001, et seq., as amended from time to time, or rules and regulations promulgated thereunder, and court cases interpreting said Act.

(j) The Board of Trustees of the Oklahoma Municipal Retirement Fund shall promulgate such rules as are necessary to implement the provisions of this Section.

(k) Effective on or after April 6, 2007, a domestic relations order that otherwise satisfies the requirements for a QDRO will not fail to be a QDRO: (i) solely because the order is issued after, or revises, another domestic relations order or QDRO; or (ii) solely because of the time at which the order is issued, including issuance after the annuity starting date.

(l) An Alternate Payee who has acquired beneficiary rights pursuant to a valid Qualified Domestic Relations Order must fully comply with all provisions of the rules promulgated by the Trustees pursuant to this Section in order to continue receiving his or her benefits.

(m) Nothing in this Section shall grant a spouse or former spouse of a Participant any property rights in the benefits of any Participant except as specifically authorized for Qualified Domestic Relations Orders, and no spousal consent shall be required for a Participant to elect or change elections pertaining to a benefit payable under this Plan.

ARTICLE XII.

Amendments

12.1 Right to Amend: The Employer shall have the right to make from time to time any amendment or amendments to this Plan, in whole or in part, which do not permit reversion of any part of the Fund to the Employer except as provided in Section 13.2 and which do not cause any part of the Fund to be used for, or diverted to, any purpose other than the exclusive benefit of Participants included in the Plan. Any amendments to this Plan, in whole or in part, may be made from time to time by the Employer by ordinance in the same manner as by this original adoption ordinance, but no such amendatory action shall exceed the power and authority granted to the Employer under the laws of the State of Oklahoma.

12.2 Amendments: Each Employer agrees to adopt any amendments to this Plan which are necessary for an initial or continued determination that the Plan is a qualified, tax exempt plan under Sections 401(a) and 501(a) of the Code. Any such amendments will be an amendment of the Employer's separate Plan if approved by the Trustee. The Employer may amend its separate Plan in any respect and at any time, subject to the limitations of the Plan, by amendment of or addition to the Joinder Agreement. However, the Oklahoma Municipal Retirement Fund reserves the right to approve all Employer amendments.

12.3 Provider's Power to Amend for Adopting Employers: The Provider, as defined in section 4.08 of Rev. Proc. 2017-41, may amend any part of the Plan. However, for purposes of reliance on an Opinion Letter (as defined in Rev. Proc. 2017-41), the Provider will no longer have the authority to amend the Plan on behalf of the Employer as of the date (1) the Employer amends the Plan to incorporate a type of plan described in section 6.03 of Rev. Proc. 2017-41 that is not permitted under the Pre-Approved Plan program, or (2) the Internal Revenue Service notifies the Employer, in accordance with section 8.06(3) of Rev. Proc. 2017-41, that the Plan is an individually designed plan due to the nature and extent of Employer amendments to the Plan.

ARTICLE XIII.

Termination

13.1 Right to Terminate: The Employer may at any time terminate the Plan by proper ordinance and may direct and require the Trustees to liquidate the Fund. If the Employer shall for any reason cease to exist, the Plan shall terminate and the Fund shall be liquidated, unless continued by a successor.

13.2 Liquidation of Fund: Upon termination of the Plan or a permanent discontinuance of Employer contributions, the assets of the Fund which have been allocated for the Participants, and interests of the Participants therein as determined by the actuaries, shall be liquidated, after provision is made for the expenses of liquidation, by the payment (or provision for the payment) of benefits accrued prior to the date of termination in the following order of precedence:

(a) The Contribution Accumulation of each Participant or former Employee entitled thereto under Article VIII, as of the date of such Plan termination, or earlier date of death or Retirement.

(b) The Aggregate Contributions of each Participant or former Employee entitled thereto under Article VIII, as of the date of such Plan termination, or earlier date of death or Retirement, less other benefit payments, if any, previously received in each case by or on behalf of each such Participant, former Employee, or other eligible Beneficiary. Any such withdrawals on the part of such persons will reduce their interests in distributions under categories (b), (c), (d) and (e) below, on a proportionate basis, as determined by the actuary. Any such person may elect not to take such withdrawals, and have the value thereof included in the actuary's determination of his distributions under categories (b), (c), (d) and (e) below.

(c) Pensions or other benefits in course of payment to retired Participants, and Beneficiaries of deceased Participants and immediate Pensions for Employees or former Employees entitled thereto under Article VIII, who have reached their Normal Retirement Dates but have not retired.

(d) Pensions deferred to Normal Retirement Date for Participation who have qualified for an Early Pension.

(e) Pensions deferred to Normal Retirement Date for Participants who have qualified for a Deferred Vested Pension.

If the funds available in any of categories (b), (c), or (d) are determined to be insufficient to provide all such benefits the funds and benefits shall be apportioned among the various persons, first in category (b), next in category (c), and next in category (d), in the same proportion as each person's accrued credits bears to the accrued credits of all persons in each such category on an Actuarial Equivalent basis as determined by the actuary.

(f) If the cost of providing for the benefits, first in category (b), next in category (c), and next in category (d) is determined to be less than the total funds available, the balance will revert to the Employer.

The benefit any such Participant is entitled to receive under this Plan shall be based on the Participant's Compensation and Service accrued with the Employer prior to the date of termination of the Plan, and his right to such benefit shall be considered as vested to the extent funded, regardless of his age and years of Service on the date of termination of the Plan.

13.3 Manner of Distribution: Any distribution after termination of the Plan or permanent discontinuance of Employer contributions, shall be made as soon as administratively feasible, at such times and in such amounts so that no discrimination results, in cash, in securities or other assets in kind (at fair market value), in continued direct payment Pensions, or in nontransferable life insurance or annuity contracts, as the Committee in its discretion, shall determine. In making such distribution, any and all determinations, divisions, appraisals, apportionments and allotments so made shall be final and conclusive and not subject to question by any person.

13.4 Consolidation or Merger: Upon the Employer's liquidation, bankruptcy, insolvency, sale, consolidation, or merger to or with another governmental unit in which such Employer is not the surviving unit, the Plan and Fund will terminate and the Fund assets shall be held or distributed as herein provided, unless the successor to the Employer assumes the duties and responsibilities of the Employer by adopting this Plan, or by the establishment of a separate Plan to which the Fund assets shall be transferred with the consent and agreement of the Employer.

13.5 Limitations: The order of priorities for distribution set forth above in Section 13.2, in the event of termination of the Plan, shall be subject to (a) the limitations provided in Article X, and (b) such distributions not being determined to be otherwise discriminatory by the Commissioner of Internal Revenue. In the event that either the limitations under Article X become effective or the Commissioner of Internal Revenue rules that the distributions are otherwise discriminatory, adjustments shall be made in the said priorities and amounts of distributions as may be necessary to satisfy the requirements of Article X or of the Commissioner as the case may be.

ARTICLE XIV.

General

14.1 USERRA: Notwithstanding any provision of this Plan to the contrary, effective December 12, 1994, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Code. A Participant returning from military service shall not be entitled to catch-up on Pick-Up Contributions missed during such military service.

14.2 No Contract Between Employer and Participant: Neither the creation of this Plan, nor any amendment to it, nor the creation of any fund, nor the payment of benefits hereunder shall be construed as giving any legal or equitable right to any Participant against the Employer or against the Oklahoma Municipal Retirement Fund, except as provided herein, and all liabilities under this Plan shall be satisfied, if at all, only out of the Fund held by the Oklahoma Municipal Retirement Fund. Participation in the Plan shall not give any Participant any right to be retained in the employ of the Employer, and the Employer hereby expressly retains the right to hire and discharge any Participant at any time with or without cause, as if this Plan had not been adopted, and any such discharged Participant shall have only such rights or interests in the Fund as may be specified herein.

14.3 Payment of Fees: The Employer shall pay a fee in an amount determined and revised from time to time by the Oklahoma Municipal Retirement Fund.

14.4 Governing Law: The validity, construction and administration of this Plan shall be determined under the laws of the State of Oklahoma.

14.5 Counterpart Execution: This Plan may be executed in two or more counterparts, as may be all amendments thereto be executed, and any one of the executed copies shall be deemed an original.

14.6 Severability: Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Plan.

14.7 Number and Gender: Pronouns and other similar words used herein in the masculine gender shall be read as the feminine gender where appropriate; pronouns and other similar words used herein in the neuter gender shall be read as the masculine or feminine gender where appropriate; and the singular form of words shall be read as the plural where appropriate.

14.8 Compensation and Expenses of Administration: If a Trustee, a member of Oklahoma Municipal Retirement Fund, or a member of the Committee is an Employee of the Employer, he shall serve without any additional compensation. The Employer may pay all or part of the expenses of administration of the Plan, including the compensation and expenses of the Trustee, and any other expenses incurred at the direction of the Oklahoma Municipal Retirement Fund, including, without limitation, fees of actuaries, accountants, attorneys, investment managers, investment advisors and other specialists, and any other costs of administering the Plan. To the extent that any of such expenses are not paid by the Employer, such expenses shall be paid by the Oklahoma Municipal Retirement Fund out of the Fund.

14.9 Incorporation of Trust Agreement: The provisions of the Trust Indenture Establishing the Oklahoma Municipal Retirement Fund are incorporated into and made a part of this Plan. The provisions of the Plan override any conflicting provision contained in the Trust or custodial account documents used with the Plan.

14.10 Mistake of Fact: All contributions to the Plan are made subject to the correctness of the amount. In the event a contribution is made to the Plan and Trust by the Employer under a mistake of fact concerning the correctness of such contribution, then the Oklahoma Municipal Retirement Fund shall return such portion of such contribution which is in excess of the amount that would have been contributed had there not occurred a mistake of fact within one year after the payment of the contribution to the Oklahoma Municipal Retirement Fund.

In the case of amounts returned pursuant to this Section 14.10, no earnings attributable to such amounts may be returned to the Employer, but losses attributable thereto shall reduce the amount returned, and no such return shall reduce the balance of any Participant's Municipality Contribution Accounts to less than the balance which would have been credited thereto had such amount not been contributed.

WITNESS WHEREOF, and as conclusive evidence of the adoption of the foregoing instrument comprising the Plan, the Oklahoma Municipal Retirement Fund has caused its corporate seal to be affixed hereto and these presents to be duly executed in its name and behalf by its proper officers thereunto authorized this 29th day of February, 2024.

ATTEST:

(CORPORATE SEAL)

OKLAHOMA MUNICIPAL RETIREMENT FUND

By Donna Doolen

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

BEFORE ME, the undersigned a Notary Public in and for said County and State, on this 29th day of February, 2024, personally appeared Donna Doolen, to me known to be the identical person who subscribed the name of the Oklahoma Municipal Retirement Fund, a municipal corporation, to the foregoing instrument as its Chairperson and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, the day and year last above written.

(NOTARY SEAL)

LINDSAY PORTER
COMM. NO. 21012746
NOTARY PUBLIC
EXP. 09/27/2025
STATE OF OKLAHOMA

Notary Public

My Commission Expires: 09/27/2025

OkMRF™
OKLAHOMA MUNICIPAL RETIREMENT FUND

October 29, 2024

Sherry Dickson
City of Nichols Hills & Nichols Hills Municipal Authority
6407 Avondale Drive
Nichols Hills, OK 73116-6403

Dear Sherry:

The Oklahoma Municipal Retirement Fund (OkMRF) Defined Benefit Master Plan and Joinder Agreement have recently been updated and approved by the Internal Revenue Service (IRS). The IRS requires our members to formally adopt this new plan language as well.

Documents included in this mailing:

- *DB Master and Joinder Plan Summary changes*
- 2 sets Amending Ordinance/Resolution & Joinder Document (Exhibit A) – **ACTION ITEM**
- 1 OkMRF Defined Benefit Master Plan (Exhibit B)

The plan changes are detailed in the *DB Master and Joinder Plan Summary changes*. Some of the changes are required while others provide clarification in the plan language.

Please have both sets of the Amending Ordinance/Resolution & Joinder Document approved, signed, and dated at your next meeting. After the documents are approved, please return to OkMRF:

- One ORIGINAL Ordinance/Resolution
- TWO ORIGINAL Joinders

The DB Master Plan is for you to keep with your other OkMRF documents. Once we receive your signed and approved documents, we will have our board approve and sign. We will return one fully executed Joinder to you for your files.

We are pleased to have you as an OkMRF Member! Providing this legal service to you is just one of the many advantages you receive while participating in Oklahoma's premiere municipal retirement program!

If you would like digital copies of the documents, please email me at kbaser@okmrf.org. We can also provide your Ordinance or Resolution in word format as well. Please feel free to call me at 1-888-394-6673, ext. 104, if you have any questions in regards.

Sincerely,

Kari

enclosures

Kari M Baser, Distribution & Project Specialist

1001 NW 63rd Street | Suite 260 | Oklahoma City, Oklahoma | 73116

Phone 1.888.394.6673 | Local 405.606.7880 | Fax 405.606.7879 | www.okmrf.org

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MEMORANDUM

TO: Oklahoma Municipal Retirement Fund

FROM: McAfee & Taft A Professional Corporation
(John A. Papahronis)

DATE: February 21, 2023

RE: Oklahoma Municipal Retirement Fund Master Defined Benefit Plan and Joinder Agreement—Summary of Material Changes

The following summary compares the current version of the Oklahoma Municipal Retirement Fund Master Defined Benefit Plan and Joinder Agreement with the version recently approved by the Internal Revenue Service:

A. Master Defined Benefit Plan

Sec.	Feature	Current Version	Newly-Approved Version
2.1(b)	Definition of Actuarial Equivalent	1983 GAM 83 Mortality Table and Appendix actuarial tables	Pub-2010 Public Retirement Plans Mortality Table and 7.25% interest rate, effective for annuities starting after effective date
2.1(c)	Definition of Aggregate Contributions	Definition of Adjustment Factor	Deletes definition of Adjustment Factor and substitutes definition of Aggregate Contributions
2.1(m)	Definition of Contribution Accumulation	References rate determined by Trustees	Clarified definition to refer to employer contributions pursuant to Section 3.6 of MP and Section 12 of JA; clarifies interest rate as rate earned by the Fund
2.1(n)	Definition of DC Employer Contribution	None	Adds specific definition to relate to the Defined Contribution Option described in new Section 3.6 of MP
2.1(x)	Definition of Hour of Service	None	Adds specific definition
2.1(ll)	Definition of Retirement	Participant must satisfy requirements for a Pension	Adds that participant must also attain age for Early Pension

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2.1(oo)	Definition of Spouse	Lengthy and wordy definition that follows US Supreme Court decision	Simplified to refer to federal tax law
2.1(mm)(6)	Definition of Service	For participant 100% vested in another Municipality's plan, include prior service	Clarified that prior service counts regardless of Break in Service
3.3	Contributions by Participants	Allows employees an ongoing ability to elect to participate in the plan	Deletes ongoing ability to elect to participate. Employee must elect to participate upon eligibility
3.6	Defined Contribution Option	Brief provision in Item #12 of JA	Full description of Defined Contribution Option which can be elected by employer in #12 of JA
4.1	Normal Pension	Participant eligible for Normal Pension	Participant's Normal Pension is non-forfeitable upon attainment of Normal Retirement Age
4.2	Early Pension	Doesn't address rehired employees	Early Pension not suspended for retired employee in ineligible classification
4.3	Disability Pension	Participant is disqualified if due to injury in military service and obtains a veteran's disability pension	Eliminates the exclusion. Makes clear that Normal Pension will recommence upon reaching Normal Retirement Age
6.1	Severance Benefit	Upon termination prior to retirement, participant can elect to receive Severance Benefit, or if after participant met the requirements for Deferred Vested Pension	Upon termination, participant can elect to receive Severance Benefit, or after Normal, Early, Disability or Deferred Vested Pension, he receives his pension unless he elects return of Aggregate Contributions
6.4(a)(1)	Spouse's Pension; In-Service Death	Eligibility requirement includes participant had not retired or begun pension	Deleted that requirement
6.8	Defined Contribution Option	None. Brief language in Joinder Agreement	New full description of Defined Contribution Option
7.1	Joint and Survivor Options	Includes description of reduction for contingent pensioner	Changes references from "contingent pensioner" to "survivor pensioner." Deletes description of reduction
7.2	Other Forms of Payment	Option D – Insured annuity & Option E – Periodic Installments	Changed to Convert Defined Contribution Option to Pension
			New Option F – Partial Lump Sum
		Calculations based on actuarial tables in Appendix I and interest rate of 7 ½%	Deletes reference to Appendix and rate

		Includes references to distribution notice time periods	Deleted – not necessary
7.3	Restrictions on Optional Forms	Describes when election of Optional Form can occur	Deletes reference that Participant can elect an option without approval of Authorized Agent within six months of plan by employer
		Election becomes operative if no contingent pensioner is surviving upon participant's death	Change to surviving upon the date payments are to commence after participant's retirement
7.6	Rollover to Another Plan or IRA	Definitions of Eligible Rollover Distribution, Eligible Retirement Plan and Distributee	Updates definitions for IRS requirements
8.3	Notice of Transfers	Notice of transfer must be given immediately after transfer	Deletes reference to "immediately"
9.5	Benefits Payable to Incompetents	Committee has discretion to make payments due to incompetents or minors to parent, spouse, relative or legal representative	Deletes Committee discretion. Payments will be made to power of attorney or court appointed legal guardian
10.6	IRS Limit on Benefits (§415) – Year of Service	Fractional credit for Year of Service	Deleted
10.7	Participant Limitation – Defined Contribution Option	Section 415 limitation on contributions to Defined Contribution Option	Includes additional IRS required language
10.8	Re-employment of Former Employees	Reemployed participant receives credit for prior period if no distribution	Participant will receive service after satisfying vesting requirement. If a Break in Service occurs and employer has established a new hire retirement plan, participant is enrolled in new hire retirement plan
10.9(a)	Re-employment of Retired Participants – Deferred Vested Participants	After retired employee's termination, pension will be based on compensation and service during rehire but if formula is reduced during absence, pension shall be based on prior and subsequent compensation and service	Simplifies to say pension will be based on Average Monthly Compensation and Service
12.3	Authority of Volume Submitter Practitioner	Describes adopting employer reliance and Practitioner's ability to adopt standard interim amendments	Updates language for IRS current requirements

13.2	Liquidation of Fund	Describes order of liquidation upon termination of plan	Clarifies that Contribution Accumulation is first, Aggregate Contributions second
14.9	Incorporation of Trust Agreement	Incorporates provisions of Trust	Adds IRS required language that the provisions of Plan override any conflicting provisions of the Trust or custodial documents
Signature Page		Practitioner information	Deleted
Appendix I		Actuarial factors	Deleted

B. Joinder Agreement

Sec.	Feature	Current Version	Newly-Approved Version
2	Definition of Employee	Contains exclusions and provides a fill in option	Excludes volunteer firefighters. Adds definitely determinable restriction to fill in option
5c	Normal Retirement Age	Two alternatives: (i) age 65, or (ii) earlier of age 65 or the later of age 62 or 30 years of service	Adds 5 years of service requirement to age 65 option; adds fill in for age and service of second option. IRS requested caveat that definition must comply with IRS final regulations when issued
9	Cost of Living Option (COLA)	Addresses COLA increases	Adds possibility of COLA decreases
11	Limitation on Optional Benefit Forms	Lists the optional forms of benefit and allows Retirement Committee discretion	Cross references to Master Plan and deletes discretion
12	Defined Contribution Option	Very brief description of Defined Contribution Option	Cross references to a full provision in the Master Plan
Sig. page	Reliance on Sponsor Opinion Letter	None	Includes new IRS required language describing ability of adopting employers to rely on IRS approval of plan document