

AGENDA

Regular Meeting of the
Nichols Hills City Council
Tuesday, June 10, 2025 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. May 13, 2025 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	\$169,570.96
Nichols Hills Municipal Authority	107,377.96
General Fund - CIP	47,964.00
Municipal Authority - CIP	3,053.49
General Obligation Bond Funds	<u>326,953.78</u>
Total Warrants & Claims	\$654,920.19

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 1200 Block of Larchmont Lane Paving Improvement Project with SAC Services Inc. in the amount of (\$112,084.68).

BACKGROUND: The amendment decreases the contract to \$617,764.32. The original contract was \$729,849.00.

- b. Pay Estimate No. 5 (FINAL) for Project No. PC-2402 with SAC Services, Inc. for 2024 GO Bond Issue Paving Improvements to the 1200 Block of Larchmont Lane in the amount of \$37,149.55, and place maintenance bonds into effect.

BACKGROUND: City Engineer has verified quantities and

recommends approval, to be paid from 2024 GO Bonds and other funds.

- c. Pay Estimate No. 2 for Project No. PC-2403 with CGC, LLC. for 2024 GO Bond Issue Paving Improvements to the 1400 and 1500 Blocks of Camden Way in the amount of \$163,093.07.

BACKGROUND: City Engineer has verified quantities and recommends approval, to be paid from 2024 GO Bonds, and other funds.

- d. Pay Application No. 1 for Redbud Park Grand Boulevard Trail Project with Greenshade Trees, LLC in the amount of \$30,613.63.

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

- e. Change Order No. 2 for FC-2402 City Hall Roof Replacement project with Central Weatherproofing in the amount of \$1,020.00.

BACKGROUND: The change order increases the contract to \$200,770.00. The original contract was \$193,000.00.

- f. Pay Application No. 2 for Project No. FC-2402 with Central Weatherproofing for City Hall Roof Replacement in the amount of \$18,202.00.

BACKGROUND: City Architect has verified quantities and recommends approval, to be paid from the General 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. A resolution renewing, adopting, and approving an annual agreement with Tyler Technologies, Inc. for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026.
- c. State Auditor's Certificate and Order to County Clerk and County Treasurer regarding the City Treasurer, approval of all necessary documents in furtherance of the foregoing, and further authorizing Mayor to sign and certify all necessary documents in furtherance of the foregoing.
- d. Request from Public Works Director Randy Lawrence to install five dual-port charging stations with two switchable chargers per station and one switchable wall-mount charging station, not to exceed \$62,500.00. To be paid out of the General-CIP Fund.
- e. Request from Information Systems Manager Scott Johnston to purchase a new hosted phone system. The total will not exceed \$56,539.27, to be paid from the 2023 GO Bonds and other funds.
- f. Finley & Cook, PLLC, Audit Engagement letter and Compilation Engagement letter for the fiscal year end June 30, 2025.
- g. Accounting & Financial Consulting Contract with Crawford and Associates, PC.
- h. Automatic Aid Agreement between The City of the Village and the City of Nichols Hills for Fiscal Year 2025-2026.
- i. Minor Repairs and Maintenance on Streets Agreement with Oklahoma County for Fiscal Year 2025-2026.
- j. Landscape Maintenance Contract with Northwest Lawn for Fiscal Year 2025-2026.
- k. Renewal of Section 125 Cafeteria Plan and Section 105 HRA Plan

Fiscal Year 2025-2026.

- l. Renewal of Solid Waste Collection Agreement with Republic Services for Fiscal Year 2025-2026.
- m. Renewal of Solid Waste Disposal Agreement with Republic Services for Fiscal Year 2025-2026.
- n. Workers' Compensation Plan renewal for July 1, 2025 to June 30, 2026. Risk Manager Lindy Hough recommends approval of the renewal.
- o. A resolution of the City of Nichols Hills, Oklahoma authorizing the City Finance Director/City Clerk to request Oklahoma Municipal Assurance Group (OMAG) to apply the City of Nichols Hills' escrow account funds to its Workers' Compensation policy premium.
- p. Estoppel Certificate with the Oklahoma Zoological Trust.
- q. Request from Public Works Director Randy Lawrence to purchase a 2025 Ford F-150 Crew 4x4 pickup with service equipment from Oklahoma State Contract SW035. The purchase price after trade-in vehicles not to exceed \$32,729.00, to be paid out of the 2024 GO Bond Funds, the 2025 GO Bond funds, 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. Request from Christ the King Catholic School Parent - Teacher Organization to hold the 2024 "CK RUN," to be held on September 27, 2025.
- b. Sculpture donation from Henry Hood, for display in public parks.
- c. Accept donation to Evangeline Park from Nancy Ellis. This donation

is valued at \$78,571.43.

- d. PUBLIC HEARING: Resolution approving and adopting budgets for Fiscal Year 2025-2026 for General Fund, Nichols Hills Municipal Authority, Street & Alley Fund, General Fund Capital Improvements, Nichols Hills Municipal Authority Capital Improvements, 911 Funds, Designated Account Funds, Sinking Fund, Police Impound Fund, Water Impact Fee Fund, Sewer Impact Fee Fund, Drainage Fee Fund, Health Insurance Fund, and Park Fund.
- e. Employee Benefit plans for the 2025-2026 fiscal year, concerning health, dental, vision, and life insurance, the Keystone flex plan, HRA, and American Fidelity Worksite Benefits, as proposed and to be serviced by Montgomery Integra Insurance; and authorizing the City Manager to sign all documents necessary to execute the agreements.
- f. Purchase of insurance policies for property; liability; business interruption; umbrella; bonds for City Manager, City Clerk/Finance Director, City Treasurer, Assistant City Clerk/Finance Director, and public employee faithful performance blanket position bond for FY 2025-2026.
- g. Approve Ann Taylor 4th of July Parade Event on July 4, 2025; authorizing and directing City Manager to take necessary actions.
- h. Request to seek bids for PC-2404 1600 and 1700 Blocks of Elmhurst Avenue Paving Project and receive and approve plans for the same.
- i. Request for Qualifications and Proposals for the Nichols Hills Centennial Celebration Drone Show.

10. Board Appointments

- a. Environment, Health and Sustainability Commission - Ward Three.
- b. Board of Park Commissioners Appointment - Ward One.
- c. Board of Park Commissioners Appointment - At-Large Appointment.

11. Adjournment

I certify that the forgoing was filed in the Office of the City Clerk at 4:07 PM on the 6th day of June, 2025 and posted in prominent view on the window at City Hall, 6407 Avondale Drive, at 4:20 PM on the 6th day of June, 2025; posted to the [City of Nichols Hills website](#) at 5:00 PM on the 6th of June, 2025; and transmitted by email at 5:00 PM on the 6th day of June, 2025 to those persons who have requested to be included on such notices pursuant to the Open Meeting Act and to those who have requested such notice.



City Clerk
City of Nichols Hills, Oklahoma

MINUTES

Regular Meeting of the
Nichols Hills City Council
Tuesday, May 13, 2025 at 5:30 PM
City Hall, 6407 Avondale Drive
Nichols Hills, OK 73116

Original agenda filed in the Office of the City Clerk at 3:13 PM on
the 9th day of May, 2025.

1. Call to Order and Pledge of Allegiance

Mayor E. Peter Hoffman called to order the May 13, 2025 City Council meeting.

2. Roll Call

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

- a. Oath of Office for newly elected Councilman Colin M. FitzSimons, to be administered by Honorable Judge Kevin Krah.

Honorable Judge Kevin Krah administered the Oath of Office to Colin FitzSimons, Council Member for Ward II in Nichols Hills.

Following Colin FitzSimons Oath of Office, he took a seat at the horseshoe and outgoing Mayor E. Peter Hoffman left the meeting.

- b. Nomination and election of Mayor of City of Nichols Hills.

MOTION: Sody Clements moved to nominate Steven J. Goetzinger, as Mayor for the City of Nichols Hills. Colin FitzSimons seconded the motion.

RESULT: (UNANIMOUS)

MOVER: Sody Clements
SECONDER: Colin FitzSimons
AYES: Sody Clements, Steven J. Goetzinger, Colin FitzSimons

- c. Nomination and election of Vice-Mayor of City of Nichols Hills.

MOTION: Steven J. Goetzinger moved to nominate Sody Clements as Vice-Mayor for the City of Nichols Hills. Colin FitzSimons seconded the motion.

RESULT: (UNANIMOUS)
MOVER: Steven J. Goetzinger
SECONDER: Colin FitzSimons
AYES: Steven J. Goetzinger, Colin FitzSimons

3. Minutes

- a. April 8, 2025 Minutes
b. April 8, 2025 Minutes - Special Meeting
c. May 5, 2025 Minutes - Special Meeting
d. May 9, 2025 Minutes - Special Meeting

MOTION: Sody Clements moved to approve the April 8, 2025, April 8, 2025 Special Meeting, May 5, 2025 Special Meeting and May 9, 2025 Special Meeting minutes as corrected. Colin FitzSimons seconded the motion.

RESULT: (UNANIMOUS)
MOVER: Sody Clements
SECONDER: Colin FitzSimons
AYES: Sody Clements, Steven J. Goetzinger, Colin FitzSimons

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

MOTION: Colin FitzSimons moved to accept the April 2025 departmental reports as presented. Sody Clements seconded the motion.

RESULT:	(UNANIMOUS)
MOVER:	Colin FitzSimons
SECONDER:	Sody Clements
AYES:	Sody Clements, Steven J. Goetzinger, Colin FitzSimons

5. Total Warrants & Claims

- a. Warrants & Claims

MOTION: Sody Clements moved to approve the total warrants

and claims as presented. Colin FitzSimons seconded the motion.

RESULT:	(UNANIMOUS)
MOVER:	Sody Clements
SECONDER:	Colin FitzSimons
AYES:	Sody Clements, Steven J. Goetzinger, Colin FitzSimons

6. Consent Docket - Construction

- a. Invoice No. 8533A with Howard-Fairbairn Site Design, Inc. for Westminster Park Project, in the amount of \$6,000.00, to be paid from the General-CIP Fund and other funds.
- b. Pay Estimate No. 4 for Project No. PC-2402 with SAC Services, Inc. for 2024 GO Bond Issue Paving Improvements to the 1200 Block of Larchmont Lane in the amount of \$238,395.06.

BACKGROUND: City Engineer has verified quantities and recommends approval, to be paid from 2024 GO Bonds and other funds.

- c. Pay Estimate No. 1 for Project No. PC-2403 with CGC, LLC. for 2024 GO Bond Issue Paving Improvements to the 1400 and 1500 Blocks of Camden Way in the amount of \$48,296.69.

BACKGROUND: City Engineer has verified quantities and recommends approval, to be paid from 2024 GO Bonds, and other funds.

- d. Pay Estimate No. 3 for Project No. WW-2201 with Davis Water Well, LLC for Water Well #13 in the amount of \$118,181.90.

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

- e. Change Order No. 3 for WC-2101 Water Treatment Facility Arsenic Removal Water Treatment Plant project with

Landmark Construction Group, LLC in the amount of \$53,517.50.

BACKGROUND: The change order increases the contract to \$3,610,675.50. The original contract was \$3,498,000.00.

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

RESULT:	(UNANIMOUS)
MOVER:	Colin FitzSimons
SECONDER:	Sody Clements
AYES:	Sody Clements, Steven J. Goetzinger, Colin FitzSimons

7. Consent Docket - General

- a. A resolution authorizing the disposal and destruction of certain original records and papers of records prior to the retention period for such records established in the Revised Records Retention Manual, 2015; and directing the City Manager to take all actions necessary to provide for the disposal and destruction of such records.
- b. Request from Public Works Director Randy Lawrence to increase playground equipment at Davis Park by \$2,200.00. The original request was for \$91,659.00. To be paid out of 2023 GO Bonds.
- c. An agreement between The City of Oklahoma City and the City of Nichols Hills for provision of animal shelter services.
- d. Request from Public Works Director Randy Lawrence to purchase a 2025 Ford F150 Crew 4x4 Pickup from Oklahoma Statewide Contract SW035. Total for vehicle and upfitting not to exceed \$53,729.00. To be paid out of 2024 GO Bonds.
- e. Grant Provision Agreement with Oklahoma County for funding radio system service fees from January 1, 2025, to June 30, 2027.

- f. Grant Provision Agreement with Oklahoma County for funding professional services related to the radio system dispatch interface installation.
- g. Radio System License Agreement with the City of Oklahoma City from July 1, 2025 to June 30, 2026.

MOTION: Sody Clements moved to approve item 7a - 7g Consent Docket General as presented. Colin FitzSimons seconded the motion.

RESULT:	(UNANIMOUS)
MOVER:	Sody Clements
SECONDER:	Colin FitzSimons
AYES:	Sody Clements, Steven J. Goetzinger, Colin FitzSimons

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 amending the City's list of approved depository institutions.

Mr. Johnson Hightower, City Treasurer, recommended City Council approve changing the name of NBC Oklahoma aka NBC Bank to be replaced by Equity Bank upon consummation of the anticipated merger of NBC Bank with Equity Bank.

MOTION: Colin FitzSimons moved to approve agenda item 9a as presented. Sody Clements seconded the motion.

RESULT:	(UNANIMOUS)
MOVER:	Colin FitzSimons
SECONDER:	Sody Clements
AYES:	Sody Clements, Steven J. Goetzinger, Colin FitzSimons

- b. Designation of delegate and alternate delegates to the following Association of Central Oklahoma Governments (ACOG) boards and committees: ACOG Board of Directors; 9-1-1 ACOG Board of Directors; the Intermodal Transportation Policy Committee; and the Garber-Wellington Association Policy Committee.

MOTION: Colin FitzSimons moved to nominate Sody Clements as the delegate to the Association of Central Oklahoma Governments (ACOG). Steven J. Goetzinger seconded the motion.

RESULT:	(UNANIMOUS)
MOVER:	Colin FitzSimons
SECONDER:	Sody Clements
AYES:	Sody Clements, Steven J. Goetzinger, Colin FitzSimons

MOTION: Sody Clements moved to nominate Colin FitzSimons as the alternate delegate to the Association of Central Oklahoma Governments (ACOG). Steven J. Goetzinger seconded the motion.

RESULT:	(UNANIMOUS)
MOVER:	Sody Clements
SECONDER:	Steven J. Goetzinger
AYES:	Sody Clements, Steven J. Goetzinger, Colin FitzSimons

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

City Manager Shane Pate reviewed the proposed ordinance with the City Council.

MOTION: Sody Clements moved to approve agenda item 9c as presented. Colin FitzSimons seconded the motion.

RESULT: (UNANIMOUS)
MOVER: Sody Clements
SECONDER: Colin FitzSimons
AYES: Sody Clements, Steven J. Goetzinger, Colin FitzSimons

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

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

RESULT: (UNANIMOUS)
MOVER: Colin FitzSimons
SECONDER: Sody Clements
AYES: Sody Clements, Steven J. Goetzinger, Colin FitzSimons

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

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

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

Seeing no others expressing a desire to be heard, the public

hearing was closed.

MOTION: Sody Clements moved to approve agenda item 9d as presented. Colin FitzSimons seconded the motion.

RESULT: (UNANIMOUS)
MOVER: Sody Clements
SECONDER: Colin FitzSimons
AYES: Sody Clements, Steven J. Goetzinger, Colin FitzSimons

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

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

RESULT: (UNANIMOUS)
MOVER: Colin FitzSimons
SECONDER: Sody Clements
AYES: Sody Clements, Steven J. Goetzinger, Colin FitzSimons

- e. An Ordinance amending the Nichols Hills City Code regarding the use of unmanned aircraft systems (drones) and other aircraft; repealing all conflicting ordinances or parts of ordinances; providing for severability; and declaring an emergency.

City Manager Shane Pate and Mrs. Carla Sharpe, attorney for the City, reviewed the proposed ordinance with the City Council.

MOTION: Sody Clements moved to approve agenda item 9e as presented. Colin FitzSimons seconded the motion.

RESULT: (UNANIMOUS)
MOVER: Sody Clements

SECONDER: Colin FitzSimons
AYES: Sody Clements, Steven J. Goetzinger, Colin FitzSimons

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

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

RESULT: (UNANIMOUS)
MOVER: Colin FitzSimons
SECONDER: Sody Clements
AYES: Sody Clements, Steven J. Goetzinger, Colin FitzSimons

- f. Lump sum distribution of pension benefits from Oklahoma Municipal Retirement Fund for retiring employee Ronnie Jones.

MOTION: Sody Clements moved to approve agenda item 9f as presented. Colin FitzSimons seconded the motion.

RESULT: (UNANIMOUS)
MOVER: Sody Clements
SECONDER: Colin FitzSimons
AYES: Sody Clements, Steven J. Goetzinger, Colin FitzSimons

10. Adjournment

MOTION: There being no further business, Colin FitzSimons moved to adjourn the meeting. Sody Clements seconded the motion.

RESULT: (UNANIMOUS)
MOVER: Colin FitzSimons

SECONDER: Sody Clements
AYES: Sody Clements, Steven J. Goetzinger, Colin
FitzSimons

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
May 2025**

On May 3rd, 2025, at 8:20 a.m. Officers Jobe, Lopez, and Morales were dispatched to the 1200 block of Mulberry Lane in reference to a resident noticing someone walking into their backyard. A description was given to the officers and as they checked the area, they spotted a suspect matching the description climbing over a fence. All three officers began chasing after the subject as he ran through front yards and over fences into backyards of surrounding homes. Officers lost sight of the suspect for a few minutes as he ran across NW 63rd into Oklahoma City. They remained in the area going door to door, attempting to locate him while setting up a perimeter. They requested the assistance of OCPD and The Village police departments. As Officer Morales was checking an open garage with the resident, the suspect was found hiding in a locked closet. Corey Boughton was arrested and charged with multiple crimes. He was also wanted for numerous outstanding warrants that included burglary charges. A few days following our arrest Bethany detectives contacted us regarding the suspect. It was determined that he is suspected of committing crimes in Bethany just before our arrest. Luckily our resident observed and reported suspicious activity before this career criminal could victimize a Nichols Hills resident.

On May 18th officers were dispatched to a suspicious person approaching parishioners at All Souls Church. It was reported that he was making strange comments which startled several people. When officers arrived, they observed the subject walking westbound in the 1600 block of NW 63rd. He was detained and identified as Steven Major. Officers learned that he was wanted out of New Mexico for robbery. He was placed under arrest and transported to the Oklahoma County Detention Center to await extradition to New Mexico.

In the month of May officers made 8 arrests.

Officers were dispatched to 41 residential alarm calls and 6 business alarm calls. The department responded to 10 suspicious vehicle calls, 23 suspicious subject calls, and 7 suspicious activity calls. Officers responded to 10 motorist assist calls and 7 citizen assist calls. Officers conducted 107 business checks and 7 check welfare calls. Officers were requested to assist other agencies a total of 19 times. Officers performed 136 house checks this month. Officers responded to 8 parking complaints. There were 289 traffic stops with 453 citations and written warnings issued. Officers completed 9 traffic accidents on city streets. Officers completed 25 offense reports. Dispatchers completed 1775 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 05/01/2025 - 05/31/2025

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	25
Sensitive Report	0
Classified Report	0
Report Approved	24
Offense Summary	
Total	Offense (IBR)
1	Assault - Aggravated
1	Burglary/Larceny/Theft - From Motor Vehicle
1	Disorderly Conduct
1	Driving Under the Influence
2	Larceny/Theft - All Other
1	Larceny/Theft - Of Motor Vehicle Parts or Accessories
2	Public Peace - Found Property
2	Public Peace - Mental Case
2	Public Peace - Other
1	Public Peace - Unattended Death
13	Traffic - Impounds
1	Traffic - Other
1	Vandalism/Destruction/Damage of Property
7	Warrants - For other Agency
36	GRAND TOTAL
Originating Officer Report	
Total	Originating Officer
1	EDWARDS, BRANDON
1	GREENWOOD, TAYLOR
3	HALL, ELLA
1	JOBE, TONY
1	LASTER, ADAM
3	LOPEZ, MARLINY

2	MCGINLEY, JAMES						
1	MCHENRY, JARRED						
3	MORALES, EVELYN						
5	NORRIS, DEREK						
1	RIDGEWAY, BRANDON						
1	STANCAMPIANO, FRANK						
1	STOUGH, STANTON						
1	VOYLES, MATTHEW						
25	GRAND TOTAL						
Total Report Filed	25						
Total Reports Assigned to Detective	25						
Total Reports Un-Assigned	0						
Report Assigned To	Total	Open	Closed	Case Closed Detail			
RIDGEWAY, BRANDON	19	2	17	Closed By		Total	
				Cleared - By Arrest		8	
				Cleared - By Exceptional		1	
				Cleared - Referred		1	
				Deactivated by Investigator After Follow-Up		6	
				Unsolved		1	
VOYLES, MATTHEW	6	0	6	Closed By		Total	
				Cleared - By Arrest		3	
				Cleared - Referred		1	
				Deactivated by Investigator After Follow-Up		2	
GRAND TOTAL	25	2	23				
Total Report Filed	25						
Total Open Cases	2						
Total Closed Cases	23						
Cleared By						Total	
Cleared - By Arrest						11	
Cleared - By Exceptional						1	
Cleared - Referred						2	
Deactivated by Investigator After Follow-Up						8	
Unsolved						1	
GRAND TOTAL						23	

Citation Summary Report

Ciation Record			
Citation Filed (Exclude Warning)	149		
Citation Warning Filed	304		
Officer Violation Report (Include Warning Citation)			
Officer Name	Violation	Total	Total Amount
EDWARDS, BRANDON (18)	FAILURE TO APPEAR	15	\$0.00
	DEFECTIVE EQUIPMENT	1	\$110.00
	EXPIRED LICENSE PLATE	2	\$200.00
	LEFT OF CENTER MARKED ZONE	1	\$110.00
	NO SECURITY VERIFICATION	1	\$260.00
	OPERATING WITHOUT BEING LICENSED	1	\$260.00
	PARKING WHERE PROHIBITED	1	\$35.00
	SPEED IN EXCESS	11	\$1,155.00

GREENWOOD, TAYLOR (10)	DEFECTIVE EQUIPMENT	1	\$110.00
	DEFECTIVE LIGHTS ALL OTHERS	4	\$440.00
	EXPIRED DRIVERS LICENSE	1	\$100.00
	NO LICENSE IN POSSESSION	1	\$120.00
	PASSING WHERE PROHIBITED	1	\$110.00
	SPEED IN EXCESS	2	\$210.00
HALL, ELLA (29)	DEFECTIVE EQUIPMENT	1	\$110.00
	DEFECTIVE LIGHTS ALL OTHERS	3	\$330.00
	DRIVING WHILE SUSPENDED	1	\$260.00
	EXPIRED LICENSE PLATE	9	\$900.00
	IMPROPER TAG DISPLAY	3	\$300.00
	NO LICENSE IN POSSESSION	1	\$120.00
JOB, TONY (27)	NO SECURITY VERIFICATION	3	\$780.00
	SPEED IN EXCESS	8	\$840.00
	DEFECTIVE EQUIPMENT	1	\$110.00
	DEFECTIVE LIGHTS ALL OTHERS	1	\$110.00
	EXPIRED DRIVERS LICENSE	1	\$100.00
	EXPIRED LICENSE PLATE	8	\$800.00
JOB, TONY (27)	IMPROPER TAG DISPLAY	1	\$100.00
	NO LICENSE IN POSSESSION	1	\$120.00
	NO SECURITY VERIFICATION	2	\$520.00
	OPERATING WITHOUT BEING LICENSED	1	\$260.00
	SPEED IN EXCESS	9	\$945.00
	SPEEDING RADAR CHECKED	2	\$388.00
LAST, ADAM (33)	DEFECTIVE LIGHTS ALL OTHERS	9	\$990.00
	DISOBEYING STOP SIGN	1	\$110.00
	DRIVING WITH OBSTRUCTED VIEW	1	\$110.00
	EXPIRED LICENSE PLATE	7	\$700.00
	IMPROPER RIGHT TURN	1	\$110.00
	IMPROPER TAG DISPLAY	2	\$200.00
LOPEZ, MARLIN (40)	NO LICENSE IN POSSESSION	1	\$120.00
	NO SECURITY VERIFICATION	1	\$260.00
	OPERATING WITHOUT BEING LICENSED	1	\$260.00
	SPEED IN EXCESS	9	\$945.00
	DEFECTIVE LIGHTS ALL OTHERS	10	\$1,100.00
	DISOBEYING STOP SIGN	1	\$110.00
LOPEZ, MARLIN (40)	DRIVING WHILE SUSPENDED	1	\$260.00
	EXPIRED LICENSE PLATE	16	\$1,600.00
	FAILURE TO SIGNAL INTENT	1	\$110.00
	IMPROPER TAG DISPLAY	3	\$300.00
	NO SECURITY VERIFICATION	5	\$1,300.00
	OPERATING WITHOUT BEING LICENSED	1	\$260.00
MCGINLEY, JAMES (41)	SPEED IN EXCESS	2	\$210.00
	ALTERING OR CHANGING TAG	1	\$160.00
	DEFECTIVE LIGHTS ALL OTHERS	4	\$440.00
	DRIVING WHILE SUSPENDED	1	\$260.00
	EXPIRED LICENSE PLATE	20	\$2,000.00
	IMPROPER TAG DISPLAY	1	\$100.00
MORALES, EVELYN (40)	NO LICENSE IN POSSESSION	2	\$240.00
	NO SECURITY VERIFICATION	6	\$1,560.00
	OPERATING WITHOUT BEING LICENSED	2	\$520.00
	SPEED IN EXCESS	4	\$420.00
	DEFECTIVE LIGHTS ALL OTHERS	6	\$660.00
	DRIVING WITH OBSTRUCTED VIEW	1	\$110.00
MORALES, EVELYN (40)	EXPIRED LICENSE PLATE	14	\$1,400.00

NORRIS, DEREK (87)	IMPROPER TAG DISPLAY	3	\$300.00
	NO LICENSE IN POSSESSION	4	\$480.00
	SPEED IN EXCESS	10	\$1,050.00
	TRESPASSING	2	\$520.00
	DEFECTIVE EQUIPMENT	1	\$110.00
	DEFECTIVE LIGHTS ALL OTHERS	33	\$3,630.00
	DRIVING WHILE SUSPENDED	3	\$780.00
	DRIVING WITH OBSTRUCTED VIEW	2	\$220.00
	EXPIRED DRIVERS LICENSE	2	\$200.00
	EXPIRED LICENSE PLATE	11	\$1,100.00
	FAILURE TO SIGNAL INTENT	2	\$220.00
	IMPROPER LEFT TURN	1	\$110.00
	IMPROPER TAG DISPLAY	1	\$100.00
	NO LICENSE IN POSSESSION	2	\$240.00
	NO SECURITY VERIFICATION	7	\$1,820.00
STANCAMPIANO, FRANK (98)	OPERATING WITHOUT BEING LICENSED	4	\$1,040.00
	PARKING ON STREET 2 AM - 5 AM	10	\$350.00
	SPEED IN EXCESS	8	\$840.00
	AFFIXING IMPROPER TAG	1	\$260.00
	DEFECTIVE LIGHTS ALL OTHERS	41	\$4,510.00
	DRIVING WHILE SUSPENDED	6	\$1,560.00
	EXPIRED DRIVERS LICENSE	1	\$100.00
	EXPIRED LICENSE PLATE	8	\$800.00
	IMPROPER TAG DISPLAY	1	\$100.00
	LEFT OF CENTER MARKED ZONE	1	\$110.00
	NO LICENSE IN POSSESSION	4	\$480.00
	NO SECURITY VERIFICATION	9	\$2,340.00
	OPERATING CONTRARY TO RESTRICTIONS	2	\$520.00
	OPERATING WITHOUT BEING LICENSED	1	\$260.00
	PARKING ON STREET 2 AM - 5 AM	18	\$630.00
STOUGH, STANTON (5)	RECKLESS DRIVING	1	\$260.00
	SPEED IN EXCESS	4	\$420.00
	DEFECTIVE LIGHTS ALL OTHERS	2	\$220.00
VOYLES, MATTHEW (10)	SPEED IN EXCESS	3	\$315.00
	DEFECTIVE LIGHTS ALL OTHERS	1	\$110.00
	EXPIRED LICENSE PLATE	4	\$400.00
	FAILURE TO YIELD FROM ALLEY OR DRIVE	1	\$110.00
	IMPROPER TAG DISPLAY	1	\$100.00
	NO LICENSE IN POSSESSION	1	\$120.00
	NO SECURITY VERIFICATION	1	\$260.00
GRAND TOTAL	SPEED IN EXCESS	1	\$105.00
		453	\$54,438.00
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	9
Accident / Collision with DUI	1
Accident / Collision with Hit & Run	1
Accident / Collision with Fatality	0

Radio Log Summary Report

Radio Log Record

Radio Log Record 1,775

Group By Call Type

Total Initial Call Type

5	9-1-1 Open Line
1	9-1-1 Trouble Unknown
1	Accident - Hit and Run
7	Accident - Property Damage
2	Accident - With Injury
6	Alarm Business
41	Alarm Residential
2	Animal Control - Animal at Large / Nuisance
7	Assist - Citizen
10	Assist - Motorist
10	Assist - Other City Department
9	Assist - Outside Agency
4	Broadcast - General Information
107	Business Check
5	Check Solicitor
7	Check The Welfare
3	Court - Bailiff
1	Curfew Violation - Juvenile
1	Damage to Private Property
1	Damage/Deface City Property
2	Deliver Council Packets
170	Dispatch - Informational
1	DUI Arrest
223	Ending Mileage
4	Extra Watch
10	Fire Department - Automatic Alarm
45	Fire Department - Medical Call
15	Fire Department - Mutual Aid
3	Fire Department - Other Fire
7	Fire Department - Service Call
12	Follow-up
2	Found Property
136	House Check
3	Larceny/Theft - All Other
1	Larceny/Theft - From a Motor Vehicle
4	Mental Health
9	Miscellaneous - Other
5	Noise Complaint
7	Officer out of the car
1	Open Door - Business
11	Open Door - Residence
28	Ordinance Violation
5	Out at the Station
22	Out at the Station for Report
8	Out of district
8	Parking Complaint
1	Property - Found
8	Public Works Call

Group By Final Type

Total Final Call Type

1,775
1,775 GRAND TOTAL

15	Receive Information
3	Reckless Driver
3	Remove Debris from Roadway
6	Return to the station
2	Road Rage
97	Signal 13 - Meal Beak
23	Special Assignment
222	Starting Mileage - In Service
7	Suspicious Activity
23	Suspicious Subject
10	Suspicious Vehicle
289	Traffic Stop
3	Training
2	Trespassing
1	Unattended Death
7	Vehicle Impoundment
30	Vehicle Maintenance
43	Vehicle Registration/Stolen Check [10-28/10-29]
6	Vehicle Release
1	Warrants - Nichols Hills warrant served
1	Water Main Break
1,775	GRAND TOTAL

Police Department	134	
MUNICIPAL COURT	46	
Code Enforcement	2	
TRANSFERRED OUT	0	
Total Filed Violations		182

Paid Fine...		
Police Department	88	
MUNICIPAL COURT	5	
Code Enforcement	0	
TRANSFERRED OUT	2	
Total Paid Fines		95
Total Completed		95

Dismissed - had Insurance		
Police Department	2	
MUNICIPAL COURT	0	
Code Enforcement	0	
TRANSFERRED OUT	0	
Total		2

Dismissed by Judge		
Police Department	31	
MUNICIPAL COURT	1	
Code Enforcement	0	
TRANSFERRED OUT	0	
Total		32

Dismissed - COMPLIANCE		
Police Department	31	
MUNICIPAL COURT	0	
Code Enforcement	0	
TRANSFERRED OUT	0	
Total		31

Dismissed by Prosecutor		
Police Department	1	
MUNICIPAL COURT	0	
Code Enforcement	0	
TRANSFERRED OUT	0	
Total		1

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NICHOLS HILLS MUNICIPAL COURT

Report For May 1, 2025 Thru May 31, 2025 Page: 2
 FILEDST

Police Department	0
MUNICIPAL COURT	1
Code Enforcement	0
TRANSFERRED OUT	0
Total	1
Total Other Completed	67
Grand Total Completed	162
Net Difference Filed/Complete	20

Warrants...

Issued...

Police Department	102
MUNICIPAL COURT	46
Code Enforcement	0
TRANSFERRED OUT	0
Total Violations	148
Total Warrants Issued	148

Cleared...

Police Department	26
MUNICIPAL COURT	11
Code Enforcement	0
TRANSFERRED OUT	2
Total Violations	39
Total Warrants Cleared	39

Change in Total Warrants 109

FINE FINE	\$13,725.75
CLEET7 CLEET STATE OF OK. 2017	\$1,125.01
AFIS17 AFIS 2017	\$1,125.01
FS17 FORENSIC SCIENCE 2017	\$1,124.98
AMS COLLECTION AGENCY	\$851.50
FTA FAILURE TO APPEAR	\$1,602.00
LATE LATE FEE	\$345.00
CLEET CLEET	\$7.00
CLEET4 CLEET STATE OF OKLAHOMA	\$9.00
FP2 AFIS	\$5.00
FS FORENSIC SCIENCE IMPROVE FEE	\$5.00

Total Fees/Fines Paid \$19,925.25

Nichols Hills Fire Department

May 2025 Monthly Report

May was a busy month around the fire station. Crews worked on their annual fire hose testing assignment. Each section of fire hose is attached to the hose testing machine, filled with water and pressurized up to 250 psi for 5 minutes. Crews inspect the hoses for leaks and any other defects in the hose. This testing will help prevent fire hose malfunctions that may occur while operating at an emergency scene. Blue shift assisted Christ the King School with one of their yearly required fire drills. Green shift attended an evening Girl Scout meeting and discussed fire safety with the troop.

The fire department's open-house event was a big success. Many families toured the station and equipment along with some fire safety education and hot dogs. Two other Touch-A-Truck events were held in May with one being the annual Arbor Day celebration and the Nichols Hills United Methodist Church Mother's Day Out fundraiser. To end the month, the department partnered with the Oklahoma Blood Institute and hosted a mobile blood drive event.

The department responded to a total of 80 calls in the month of May. Below is a breakdown of call type and percentages for each ward.

- | | |
|----------------------------|-------------------|
| • Fire – 0 | Ward 1 – 39% |
| • EMS – 46 | Ward 2 – 23% |
| • Hazardous Conditions – 1 | Ward 3 – 21% |
| • Service Calls – 10 | The Village – 16% |
| • False Calls - 23 | OKC – 1% |

Training in the month of May included the following. Lieutenant Black and Driver Gray successfully completed their structural collapse class and are now waiting on the application window to open so that they can submit

their applications for the Oklahoma-Task Force 1 team. The department hosted one student each day from the OSU-OKC Fire Academy for four days. They were able to join us for our monthly EMS training that covered Stop the Bleed. We also had a house set for demo that we were able to train in where we ran fire ground scenarios simulating a firefighter trapped or down firefighter. We also used the structure to practice other skills such as scene size-up, forcible entry, hose line advancement, and search and rescue.

Firefighter Hamblin successfully completed his Driver Operator Pumper class while Driver Biesiada attended a Fire Instructor I class. A few members from the department taught two CPR classes to some city employees. Training Officer Reyes and Firefighter Morrison assisted in teaching a TECC (Tactical Emergency Care) class to some local area nurses.

The two remaining shifts completed their annual driver training. All shifts reviewed over the thermal imaging camera and Pak Tracker devices. Blue shift went to the drill tower and trained on pumping to a sprinkler system / fire department connection. I instructed shift personnel on the operations of the new mobile and handheld radios we recently received. We ended the month by hosting a Vent Enter Isolate Search (VEIS) class taught by OSU-FST. Nichols Hills and the Village Fire Departments attended along with a few other students from various departments in Oklahoma. And lastly, a big congratulation also goes out to Firefighter Morrison for passing his Driver Operator promotional test this month.

Fire Chief,
Kevin Boydston

GROUND WATER SYSTEMS

City of Nichols Hills
SYSTEM NAME

1009 N.W. 75th street
ADDRESS

Nichols Hills
CITY

OK
STATE

73116
ZIP

PWS ID 2005501POPULATION SERVED 4020

MONTH 21-Apr 2025 Thru May: 20 2025

DATE	WATER PUMPED 1,000 GALLONS PER DAY	CHEMICALS USED						NO. WELLS IN SYSTEM 23						TOTAL ALK.	Ph	STAB- ILITY	Fluoride	
		CHLORINE AND RESIDUALS						NO. WELLS IN USE	TOTAL HOURS IN USE	STATIC LEVEL		PUMPING LEVEL						
		SERIES 1			SERIES 2					WELL NO.	FT.	WELL NO.	FT.					
		lbs	PLT	DIST	PLT	DIST												
21	1,392,536	4	0.52	0.40	0.34	0.24	7	158.2					123	7.5	2	0.207		
22	1,003,314	6	0.51	0.31	0.87	0.51	6	120.9										
23	1,325,640	6	0.65	0.59	0.75	0.32	7	148.3										
24	1,217,741	6	0.96	0.59	0.98	0.74	6	139.3										
25	690,595	6	0.54	0.74	0.57	0.54	5	84.4										
26	641,772	6	0.74	0.86	0.34	0.74	4	81.9										
27	862,560	6	0.82	0.37	0.50	0.79	4	96.0										
28	1,221,131	6	0.61	0.44	0.59	0.82	7	141.2										
29	569,765	6	0.61	0.44	0.59	0.82	6	70.6										
30	178,625	6	0.55	0.43	0.37	0.55	1	23.8										
1	611,788	6	0.76	0.60	0.78	0.51	6	76.2										
2	1,121,994	6	0.73	0.63	0.53	0.72	6	129.7										
3	920,747	6	0.54	0.64	0.86	0.54	6	107.4										
4	618,665	6	0.46	0.43	0.66	0.46	4	72.3										
5	985,068	6	0.64	0.33	0.37	0.70	6	117.8										
6	942,600	6	0.98	0.89	0.24	0.80	5	118.0										
7	524,795	4	0.75	0.96	0.80	0.75	5	63.2										
8	529,478	4	0.80	0.85	0.79	0.75	4	68.9										
9	838,080	4	0.45	0.43	0.66	0.45	4	96.0										
10	846,395	4	0.43	0.39	0.33	0.39	5	101.2										
11	643,679	4	0.38	0.56	0.41	0.56	4	81.8										
12	1,063,210	4	0.45	0.27	0.43	0.69	6	127.2										
13	1,198,980	4	0.38	0.56	0.46	0.64	6	142.4										
14	1,216,800	4	0.36	0.22	0.33	0.41	6	144.0										
15	1,012,742	4	0.35	0.23	0.40	0.56	5	119.4										
16	1,018,080	4	0.33	0.29	0.30	0.46	5	120.0										
17	1,216,800	4	0.54	0.78	0.67	0.67	6	144.0										
18	1,061,735	6	0.64	0.59	0.48	0.48	6	127.1										
19	777,600	6	0.53	0.61	0.24	0.89	4	96.0										
20	1,035,815	6	0.44	0.46	0.59	0.81	6	114.7										
TOTAL	27,288,730	156					158	3231.7										
AVG.	909,624	5					5											

POWER COST	\$10,812.84
LABOR COST	<u>\$10,776.36</u>
CHEMICAL COST	<u>\$442.32</u>
REPAIR COST	<u>\$0.00</u>
WATER COST	<u>\$0.00</u>
TOTAL COST	<u>\$22,031.52</u>
COST/MILLION GAL.	\$807.35

BACT SAMPLES SUBMITTED DURING THE MO.

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

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

Signed

Benjamin Canady

Title Well Operator II

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

DEQ Form # 630-577B

Oper. Cert. No. 13524 102329.0



WATER PUMPED
May-25



WELL	Arsenic ppb	G.P.M.	Gallons Pumped	Electrical Cost Per Thousand Gallons
5	0.00	125	3,599,000	\$0.22
10	0.00	120	4,914,240	\$0.34
12	0.00	154	4,773,207	\$0.26
15	0.00	125	5,580,000	\$0.37
23	0.00	181	4,599,000	\$0.65
25	0.00	144	3,857,514	\$0.18
Total			27,322,961	

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

WATER PUMPED
LAST FIVE YEARS:

May-24	37,375,824
May-23	26,372,620
May-22	42,439,600
May-21	37,683,502
May-20	21,626,900

Benjamin Canady
Water Well Operator



BUILDING PERMITS MAY 2025

Project ID	Project Type	Name	Property	Issued Date	Square Footage	Valuation
159657	BR-REM	BDO CONSTRUCTION LLC	6400 BRIARWOOD	5/2/2025		\$40,000.00
159663	BR-REM	MILLARD CONSTRUCTING LLC	1116 HUNTINGTON	5/5/2025		\$80,000.00
159672	ROOF-RES	ALL AMERICAN ROOFING INC	1805 DRAKESTONE	5/8/2025		\$25,000.00
159673	BR-REM	URBAN KITCHENS	1408 GLENBROOK	5/8/2025		\$50,000.00
159679	ROOF-RES	RAMIREZ ROOFING	1212 WILSHIRE	5/13/2025		\$15,300.00
159680	FENCE-RES	CANDELARIA DESGIN BUILD	1500 DRURY	5/14/2025		\$20,000.00
159683	ROOF-RES	FRONTLINE EXTERIOR	1708 ELMHURST	5/14/2025		\$28,647.62
159688	ROOF-RES	TRADEMARK EXTERIORS RESTORATIO	1636 QUEENSTOWN	5/15/2025		\$36,125.25
159691	FENCE-RES	CJ LANDSCAPE & DESIGN INC	1129 HEMSTEAD	5/16/2025		\$1,500.00
159701	BC-REM	YORI CONSTRUCTION	6436 AVONDALE	5/21/2025		\$200,000.00
159702	BR-NEW	DREAM 405 INVESTMENTS	1117 TEDFORD	5/21/2025	3013	\$650,000.00
159710	FENCE-RES	ROSEWOOD BUILDING COMPANY LLC	2305 GRAND	5/22/2025		\$20,000.00
159711	FENCE-RES	ADVANTAGE ROOFING	1814 GUILFORD	5/22/2025		\$27,650.00
159712	FENCE-RES	SSS FENCE LLC	1217 MARLBORO	5/22/2025		\$3,699.00
159715	FENCE-RES	TP SERVICES/BCC CONTRACTING	1711 DORCHESTER DR	5/23/2025		\$2,500.00
159718	ROOF-RES	BRICKTOWN ROOFING & CONSTRUCT	1607 ELMHURST	5/27/2025		\$200,000.00
159719	FENCE-RES	GEURIN CONSTRUCTION	1401 GLENWOOD	5/27/2025		\$5,000.00
159726	FENCE-RES	PENA MASONRY LLC	1506 BEDFORD	5/29/2025		\$17,840.00
159727	FENCE-RES	GREESONS FENCING	1606 WILSHIRE	5/29/2025		\$30,000.00
159730	FENCE-RES	BIG FISH FENCE SERVICES INC	1812 DORCHESTER DR	5/30/2025		\$4,500.00



Public Works
Water Production Report
MAY 2025



<u>Water Produced</u>	<u>27,288,730</u>
<u>Water Sold</u>	<u>25,561,309</u>
<u>Water used in the City Parks</u>	<u>1,384,285</u>
<u>Water flushed for Bond Projects</u>	<u>10,000</u>
<u>Fire Department usage - est.</u>	<u>33,000</u>
<u>City Facilities</u>	<u>44,536</u>
<u>Water unaccounted for</u>	<u>299,867</u>
<u>% water loss for the month</u>	<u>1.1%</u>
<u>Avg. water loss/ for the last 12 months</u>	<u>0.9%</u>

Risk Manager Report May 2025

There were no work-related injuries this month.

There was one (1) follow-up drug screen and five (5) random drug screens this month. There was also one (1) pre-employment physical and drug screen for a new public works employee.

Public Works did not hold a safety meeting this month due to scheduled CPR training and an insurance meeting.

Park inspections were completed on Woods, Kite, and Davis Parks.

The tort claim submitted last month regarding the incident at 1615 Dorchester Drive has been reviewed and subsequently denied by the City's insurance carrier.

The City-owned solar radar speed limit sign damaged in a car accident on NW 63rd was reviewed by the City's insurance carrier, which approved a reimbursement of \$4,974.00 after a \$1,000 deductible. The insurance carrier will continue to pursue subrogation efforts in an attempt to recover the City's \$1,000 deductible. A replacement sign has since been ordered.

A tort claim was filed in connection with damage to a vehicle tire and alignment allegedly caused by a pothole in the 7400 block of North Western Avenue for \$2,697.87. The claim is currently under investigation by the City's insurance carrier.

I enrolled three (3) Public Works employees in a continuing education course at Francis Tuttle Technology Center titled *Manual on Uniform Traffic Control Devices (MUTCD): Temporary Traffic Control*. This course provides essential training on the proper use of traffic control devices and signage in temporary traffic control situations. It also includes instruction on standard flagging procedures, ensuring that our employees are equipped with the knowledge and skills necessary to maintain safety and compliance in roadway work zones.

This month, I attended the virtual National ADA Symposium, focused on the Americans with Disabilities Act (ADA) and accessibility compliance. Participation in this training supports our ongoing commitment to ADA compliance and continuous improvement in accessibility planning. Courses Attended: *Law Enforcement – Best Practices to Ensure Access & Safety for All; Religious Entities and the ADA; Self-Evaluation & Transition Plans – Part; Self-Evaluation & Transition Plans – Part 2; ADA Transition Planning for Parks & Recreation and ADA & Effective Communication: Title II & Title III*. These sessions provided valuable guidance on conducting self-evaluations, developing and implementing transition plans, and ensuring effective communication across programs and facilities. The information from these sessions will help guide our ADA compliance work, especially in transition planning, staff training, and effective communication.

This month, I continued working on insurance renewals for all policies, such as GL/Auto, Workers' Compensation, Property, Cyber Liability, and Municipal Sales Tax Revenue for the upcoming fiscal year. I gathered information and reviewed current policies to ensure the coverage meets our needs.

ACCOUNT NUMBER	NAME	CLASS	SERVICE ADDRESS	STATUS	DATE OF SERVICE	XFER?
01-00834-06	E - ALL AMERICA BANK	RES	1601 RANDEL	ACTIVE	5/21/2025	
01-00158-10	I - BLACK, AUSTIN	RES	1109 MARLBORO	ACTIVE	5/03/2025	
02-00361-04	I - COUNTS, CHRISTY	RES	1501 CAMDEN	INACTIVE	5/15/2025	
01-00026-23	I - GILLIS, MASON	RES	1102 FENWICK	ACTIVE	5/01/2025	
02-00302-03	I - HELLMAN, LESLIE	RES	1708 WINDSOR	ACTIVE	5/12/2025	
01-00703-03	I - JELDY, JOE	RES	1208 SHERWOOD	ACTIVE	5/01/2025	
02-00716-05	I - KELLY, STEPHANIE	RES	1815 DORCHESTER DR	ACTIVE	5/09/2025	
02-00563-02	I - KNAPP, MICHAEL	RES	1811 GUILFORD	ACTIVE	5/01/2025	
04-00028-03	I - KRENGER, MIKE	RES	1114 SHERWOOD B-3	ACTIVE	5/01/2025	
02-00837-13	E - LAGREE ASSOCIATES, LLC	RES	1729 WESTMINSTER	ACTIVE	5/01/2025	
02-00295-09	I - LILES, JASON	RES	1722 WINDSOR	ACTIVE	5/13/2025	
02-00579-04	I - MCNEILL, TODD	RES	1804 COVENTRY	ACTIVE	5/12/2025	
02-00361-11	I - NAGY, JAMES	RES	1501 CAMDEN	ACTIVE	5/30/2025	
01-00210-05	I - NOLAN, NATHANIEL	RES	1101 GLENWOOD	ACTIVE	5/20/2025	
02-00004-08	I - ORLOWSKI, HENRYK	RES	1729 NW 63RD	ACTIVE	5/30/2025	
01-00040-02	I - SOWARD, AARON	RES	1123 FENWICK	ACTIVE	5/23/2025	
01-00053-11	I - TUCKER, JEFF	RES	1102 BEDFORD	ACTIVE	5/05/2025	
02-00361-10	I - TURNER, RYAN A	RES	1501 CAMDEN	DISCONNECT	5/15/2025	
02-00621-03	I - YATES, JACK B III	RES	1908 DORCHESTER DR	ACTIVE	5/27/2025	

** TOTAL PRINTED 19 **

STATUS: All

CONFIDENTIALS PRINTED: NO

RANGE OF START DATES: 5/01/2025 THRU 5/31/2025

TRANSFERS INCLUDED: NO

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

PRINT MAILING ADDR: NO

TOTALS BY CUSTOMER CLASS			
<u>CLASS</u>	<u>DESCRIPTION</u>	<u>TOTAL</u>	
RES	RESIDENTIAL	19	
	CLASS TOTAL:	19	
TOTALS BY RATE TABLE			
<u>SERVICE</u>	<u>RATE</u>	<u>DESCRIPTION</u>	<u>TOTAL</u>

SELECTION CRITERIA

REPORT SELECTIONS:

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

INFORMATION INCLUDED:

MAILING ADDRES: NO
COMMENT CODES: None

CUSTOMER DATES:

START DATE: 5/01/2025 THRU 5/31/2025
LAST BILL DATE: 0/00/0000 THRU 99/99/9999

** END OF REPORT **

CITY OF NICHOLS HILLS
TREASURER'S REPORT - INVESTMENT SCHEDULE
May 31, 2025

MATURITY DATE	DEPOSITORY BANK	COST BASIS	MATURITY VALUE	YIELD TO MATURITY	DAYS INVESTED
Operations					
Operating Acct	BancFirst	410,586.51	410,586.51		
SWEEP Acct	BancFirst	12,517,279.27	12,517,279.27		
		<u>12,927,865.78</u>	<u>12,927,865.78</u>		
NICHOLS HILLS GENERAL FUND					
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
09/11/25	FNB of OK	630,000.00	676,446.36	4.47%	602
11/13/25	FNB of OK	730,000.00	749,747.00	4.55%	217
01/15/26	Midfirst	850,000.00	886,335.74	4.28%	427
		<u>3,610,000.00</u>	<u>3,777,919.50</u>		
NICHOLS HILLS GENERAL FUND - CIP					
06/12/25	Midfirst	650,000.00	675,602.25	3.95%	701
09/11/25	Midfirst	1,500,000.00	1,542,368.29	4.29%	238
11/13/25	FNB of OK	800,000.00	821,640.55	4.55%	217
		<u>2,950,000.00</u>	<u>3,039,611.09</u>		
NICHOLS HILLS MUNICIPAL AUTHORITY					
06/12/25	FNB of OK	600,000.00	616,044.33	4.67%	209
01/15/26	Valliance	700,000.00	733,165.62	4.05%	427
09/10/26	FNB of OK	500,000.00	540,548.41	4.47%	602
		<u>1,800,000.00</u>	<u>1,889,758.36</u>		
NICHOLS HILLS MUNICIPAL AUTHORITY - CIP					
09/11/25	Midfirst	800,000.00	828,641.61	4.28%	300
		<u>800,000.00</u>	<u>828,641.61</u>		
SINKING FUND					
06/26/25	Midfirst	1,250,000.00	1,274,366.10	4.21%	169
06/26/25	Midfirst	1,600,000.00	1,630,371.66	4.29%	161
		<u>2,850,000.00</u>	<u>2,904,737.76</u>		
GENERAL OBLIGATION BOND OF 2023					
06/12/25	TREASURY BILL	399,145.94	409,000.00	4.30%	209
06/12/25	Midfirst	500,000.00	525,520.40	5.09%	360
09/04/25	TREASURY BILL	599,159.56	620,000.00	4.30%	293
12/26/25	TREASURY BILL	749,682.55	779,000.00	4.12%	343
		<u>2,247,988.05</u>	<u>2,333,520.40</u>		
GENERAL OBLIGATION BOND OF 2024					
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
10/30/25	TREASURY BILL	999,635.23	1,022,000.00	4.03%	217
01/15/26	First Fidelity	900,000.00	943,167.95	4.10%	427
		<u>4,799,050.22</u>	<u>5,010,837.95</u>		
GENERAL OBLIGATION BOND OF 2025					
06/12/25	TREASURY BILL	736,931.25	750,000.00	4.23%	152
09/11/25	Valliance	550,000.00	559,573.92	4.18%	224
01/15/26	First Fidelity	1,500,000.00	1,563,710.96	4.19%	370
04/16/26	Midfirst	1,100,000.00	1,145,576.57	4.15%	460
09/10/26	Midfirst	1,350,000.00	1,407,379.33	4.25%	607
01/14/27	First Fidelity	1,250,000.00	1,352,921.23	4.10%	733
		<u>6,486,931.25</u>	<u>6,779,162.01</u>		
SOURCE					
		COST	MATURITY	% of Total	Margin
BANCFIRST		12,927,865.78	12,927,865.78	33.60%	148.8%
MIDFIRST BANK		10,100,000.00	10,441,682.35	26.25%	111.0%
FIRST NATIONAL BANK OF OK		4,160,000.00	4,344,296.65	10.81%	113.1%
TREASURY BILL		4,883,969.52	5,036,000.00	12.69%	
FIRST FIDELITY BANK		5,150,000.00	5,449,470.14	13.39%	169.725%
VALLIANCE BANK		1,250,000.00	1,292,739.54	3.25%	130.0%
TOTAL INVESTED		<u>\$ 38,471,835.30</u>	<u>\$ 39,492,054.46</u>	100.00%	

01 -General Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
01-00-10050	Cash in Bank - Flex Account	11,463.74
01-00-10099	Claim on Cash	1,579,517.73
01-00-10100	Cash - Municipal Court	4,159.68
01-00-11000	T-Bills and CD's	3,610,000.00
01-00-11100	Interest Receivables	51,880.16
01-00-11600	Other Receivables	1,359,986.00
01-00-11620	Accts Rec - Other	812.00
01-00-11650	Health Ins - Retirees & Cobra	5,397.07
01-00-11700	Beverage Tax Receivable	994.00
01-00-11800	Sales Tax Receivable	1,049,649.00
01-00-11900	Franchise Fee Receivable	45,294.00
01-00-12000	Utilities Receivable	85,917.81
01-00-12200	Due from other funds	128,359.92
01-00-13799	Due To/From Flex Spending	6,931.96
01-00-13800	Allowance for Court Receivable	(1,145,686.00)
01-00-14000	Deposit with Third Party Admin	73,273.00
01-00-17000	Lease Receivable	<u>1,266,737.00</u>
		<u>8,134,687.07</u>
TOTAL ASSETS		8,134,687.07
=====		
LIABILITIES		
=====		
01-00-30050	Deposit - held for others	149,002.00
01-00-30090	Due to Collection agency	835.50
01-00-30099	A/P Due to Pooled Cash	296,098.81
01-00-30700	Deferred Interest Income	51,880.16
01-00-32000	Court Bond Forfeitures	110.00
01-00-32050	Cleet Payable	3,324.18
01-00-32500	Court Bonds Payable	110.00
01-00-32600	Uniform Building Code Fee Paya	8.00
01-00-33300	Deferred Fine Revenue	190,098.00
01-00-34300	Bonds held in reserve - Banner	13,375.00
01-00-36000	Unapplied Credit Liab- A/R	742.89
01-00-36500	Deferred inflow - leases	<u>1,266,737.00</u>
TOTAL LIABILITIES		<u>1,972,321.54</u>
EQUITY		
=====		
01-00-50300	Reserve Fund Balance	73,273.00
01-00-57050	Assigned - Economic Developmen	500,000.00
01-00-57071	Assigned - art in parks	25,000.00
01-00-59000	Unassigned Fund Balance	<u>4,714,947.41</u>
TOTAL BEGINNING EQUITY		5,313,220.41

01 -General Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
TOTAL REVENUE		12,165,593.54
TOTAL EXPENDITURES		<u>11,316,448.42</u>
TOTAL REVENUE OVER/(UNDER) EXPENSES		849,145.12
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>6,162,365.53</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		8,134,687.07
=====		

02 -Street & Alley

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
02-00-10099	Claim on Cash	332,107.53	
02-00-14900	Due from other Governments	<u>1,283.00</u>	
			<u>333,390.53</u>
TOTAL ASSETS			333,390.53
			=====
LIABILITIES			
=====			
EQUITY			
=====			
02-00-51090	Restricted Fund Bal-Streets	283,723.06	
02-00-57090	Assigned Fund Balance-Streets	<u>6,841.00</u>	
	TOTAL BEGINNING EQUITY	290,564.06	
TOTAL REVENUE		<u>42,826.47</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		42,826.47	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>333,390.53</u>	
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			333,390.53
			=====

03 -Designated Fds-Fire & Gen

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
03-00-10099	Claim on Cash	<u>1,691.35</u>	<u>1,691.35</u>
TOTAL ASSETS			1,691.35
			=====
LIABILITIES			
=====			
EQUITY			
=====			
03-00-51050	Restricted Fund Bal-Donations	<u>1,303.95</u>	
TOTAL BEGINNING EQUITY		1,303.95	
TOTAL REVENUE		707.14	
TOTAL EXPENDITURES		<u>319.74</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		387.40	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>1,691.35</u>	
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			1,691.35
			=====

04 -Designated Funds-Police

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
04-00-10099	Claim on Cash	<u>37,404.77</u>	<u>37,404.77</u>
TOTAL ASSETS			37,404.77
			=====
LIABILITIES			
=====			
EQUITY			
=====			
04-00-51050	Restricted Fund Bal-Donations	<u>42,265.71</u>	
TOTAL BEGINNING EQUITY		42,265.71	
TOTAL REVENUE		1,011.70	
TOTAL EXPENDITURES		<u>5,872.64</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		(4,860.94)	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>37,404.77</u>	
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			37,404.77
			=====

05 -Designated Funds-PW

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
05-00-10099	Claim on Cash	<u>23,268.83</u>	<u>23,268.83</u>
TOTAL ASSETS			23,268.83
			=====
LIABILITIES			
=====			
EQUITY			
=====			
05-00-51050	Restricted Fund Bal-Donations	<u>22,261.70</u>	
TOTAL BEGINNING EQUITY		22,261.70	
TOTAL REVENUE		1,102.13	
TOTAL EXPENDITURES		<u>95.00</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		1,007.13	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>23,268.83</u>	
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			23,268.83
			=====

06 -Municipal Authority

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
06-00-10099	Claim on Cash	794,805.24	
06-00-11000	T-Bills and CD's	1,800,000.00	
06-00-11100	Interest Receivable	14,923.58	
06-00-12150	Utility Receivable	420,017.12	
06-00-13900	Unbilled Receivable	231,644.00	
06-00-14800	Allowance for Doubtful Account	(29,373.93)	
06-00-14850	Bad Debt Receivable	29,445.47	
06-00-15000	Deferred outflow of resources	261,474.00	
06-00-15500	Deferred OUtflow - OPEB	42,196.00	
06-00-20000	Fixed Assets	49,474,579.03	
06-00-20100	Accumulated Depreciation	(32,519,647.89)	
06-00-21000	Land	207,742.00	
06-00-21500	Construction in Progress	<u>2,504,147.06</u>	
		<u>23,231,951.68</u>	
TOTAL ASSETS			23,231,951.68
=====			
LIABILITIES			
=====			
06-00-30050	Net pension asset	(42,196.00)	
06-00-30099	A/P Due to Pooled Cash	131,640.45	
06-00-31800	Comp Absent Payable	5,418.02	
06-00-31890	Compensated Absences - Long Te	48,759.00	
06-00-34000	City of NH - Garbage	85,917.81	
06-00-34100	Unearned Rev (Unapplied Credit	21,607.50	
06-00-34150	Utility Refunds	53.39	
06-00-34325	Deposit - Fire Hydrant Meter	10,000.00	
06-00-34500	Due to Tyler Tech (Cr Cd Fees)	1,151.00	
06-00-34900	Notes Payable - Current Portio	933.00	
06-00-35000	NOTES PAYABLE	13,471.00	
06-00-38000	Deferred inflow of resources	22,417.00	
06-00-38500	Deferred Inflow - OPEB	43,784.00	
06-00-40100	OPEB Liability	<u>111,901.00</u>	
TOTAL LIABILITIES		<u>454,857.17</u>	
=====			
EQUITY			
=====			
06-00-50400	Net Investment-Capital Assets	19,652,416.00	
06-00-51750	Restricted for Pension	42,196.00	
06-00-52090	Unrestricted Fund Balance	<u>3,437,481.21</u>	
TOTAL BEGINNING EQUITY		23,132,093.21	
TOTAL REVENUE		5,143,631.54	
TOTAL EXPENDITURES		<u>5,498,630.24</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		(354,998.70)	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>22,777,094.51</u>	
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			23,231,951.68
=====			

07 -General Fund - CIP

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
07-00-10099	Claim on Cash	1,310,049.07	
07-00-11000	T-Bills and CD's	2,950,000.00	
07-00-11100	Interest Receivable	<u>64,202.89</u>	
			<u>4,324,251.96</u>
TOTAL ASSETS			4,324,251.96
			=====
LIABILITIES			
=====			
07-00-30099	A/P Due to Pooled Cash	47,964.00	
07-00-30700	Deferred Interest Income	<u>64,202.89</u>	
	TOTAL LIABILITIES		<u>112,166.89</u>
EQUITY			
=====			
07-00-57100	Assigned Fund Bal-Capital Imps	<u>4,897,868.85</u>	
	TOTAL BEGINNING EQUITY	4,897,868.85	
TOTAL REVENUE		1,037,804.86	
TOTAL EXPENDITURES		<u>1,723,588.64</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		(685,783.78)	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.			<u>4,212,085.07</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			4,324,251.96
			=====

08 -Sinking Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
08-00-10000	Cash - Sinking Fund	3,232,501.76	
08-00-11000	T-Bills and CD's	2,850,000.00	
08-00-14900	Due from other Governments	<u>142,459.00</u>	
			<u>6,224,960.76</u>
TOTAL ASSETS			6,224,960.76
			=====
LIABILITIES			
=====			
08-00-30701	Deferred Income	<u>104,534.00</u>	
	TOTAL LIABILITIES		<u>104,534.00</u>
EQUITY			
=====			
08-00-51030	Restricted Fund Bal-Debt Srv	<u>404,502.09</u>	
	TOTAL BEGINNING EQUITY	404,502.09	
TOTAL REVENUE		6,246,885.20	
TOTAL EXPENDITURES		<u>530,960.53</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		5,715,924.67	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>6,120,426.76</u>	
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			6,224,960.76
			=====

09 -Meter Deposits

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
09-00-10099	Claim on Cash	<u>29,960.00</u>	
			<u>29,960.00</u>
	TOTAL ASSETS		29,960.00
			=====
LIABILITIES			
=====			
09-00-36100	Reserve for Meter Deposits	<u>29,960.00</u>	
	TOTAL LIABILITIES		<u>29,960.00</u>
EQUITY			
=====			
	TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP.		29,960.00
			=====

10 -911 Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
10-00-10099	Claim on Cash	116,097.02	
10-00-11600	Other Receivables	<u>729.00</u>	
			<u>116,826.02</u>
TOTAL ASSETS			116,826.02
			=====
LIABILITIES			
=====			
EQUITY			
=====			
10-00-51070	Restricted Fd Bal-Public Safet	<u>92,332.86</u>	
	TOTAL BEGINNING EQUITY	92,332.86	
TOTAL REVENUE		<u>24,493.16</u>	
TOTAL REVENUE OVER/ (UNDER) EXPENSES		24,493.16	
TOTAL EQUITY & REV. OVER/ (UNDER) EXP.		<u>116,826.02</u>	
TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP.			116,826.02
			=====

11 -Impound Fee Police Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
11-00-10099	Claim on Cash	<u>47,146.94</u>	
			<u>47,146.94</u>
TOTAL ASSETS			47,146.94
			=====
LIABILITIES			
=====			
EQUITY			
=====			
11-00-51075	Restricted Fd Bal - Police Imp	<u>43,613.59</u>	
TOTAL BEGINNING EQUITY		43,613.59	
TOTAL REVENUE		11,705.97	
TOTAL EXPENDITURES		<u>8,172.62</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		3,533.35	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>47,146.94</u>	
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			47,146.94
			=====

13 -Municipal Authority - CIP

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
13-00-10099	Claim on Cash	1,307,648.90	
13-00-11000	T-Bills and CD's	800,000.00	
13-00-11100	Interest Receivable	<u>1,190.99</u>	
			<u>2,108,839.89</u>
TOTAL ASSETS			2,108,839.89
=====			
LIABILITIES			
=====			
13-00-30099	A/P Due to Pooled Cash	<u>707.43</u>	
	TOTAL LIABILITIES		<u>707.43</u>
EQUITY			
=====			
13-00-57100	Fund Bal-Capital Improvements	<u>1,373,415.75</u>	
	TOTAL BEGINNING EQUITY	1,373,415.75	
TOTAL REVENUE		807,929.92	
TOTAL EXPENDITURES		<u>73,213.21</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		734,716.71	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>2,108,132.46</u>	
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			2,108,839.89
=====			

14 -Water Impact Fees Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
14-00-10099	Claim on Cash	<u>177,441.51</u>	
			<u>177,441.51</u>
TOTAL ASSETS			177,441.51
			=====
LIABILITIES			
=====			
EQUITY			
=====			
14-00-50300	Restricted Fund Balance	<u>162,724.62</u>	
TOTAL BEGINNING EQUITY		162,724.62	
TOTAL REVENUE		<u>14,716.89</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		14,716.89	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.			<u>177,441.51</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			177,441.51
			=====

15 -Sewer Impact Fee Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
15-00-10099	Claim on Cash	<u>129,305.41</u>	
			<u>129,305.41</u>
TOTAL ASSETS			129,305.41
			=====
LIABILITIES			
=====			
EQUITY			
=====			
15-00-50300	Restricted Fund Balance	<u>116,161.08</u>	
TOTAL BEGINNING EQUITY		116,161.08	
TOTAL REVENUE		<u>13,144.33</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		13,144.33	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.			<u>129,305.41</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			129,305.41
			=====

17 -Drainage Fee Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
17-00-10099	Claim on Cash	364,761.17	
17-00-12000	Utility Receivables	5,431.65	
17-00-13900	Unbilled Receivable	1,627.00	
17-00-14850	Bad Debt Receivable	<u>99.91</u>	
			<u>371,919.73</u>
TOTAL ASSETS			371,919.73
			=====
LIABILITIES			
=====			
EQUITY			
=====			
17-00-50300	Restricted Fund Balance	<u>298,931.18</u>	
	TOTAL BEGINNING EQUITY	298,931.18	
TOTAL REVENUE		<u>72,988.55</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		72,988.55	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.			<u>371,919.73</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			371,919.73
			=====

18 -Health Insurance Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
18-00-10050	Cash - Health Insurance	(78,993.01)
18-00-10099	Claim on Cash	(<u>115,367.87</u>)
		(<u>194,360.88</u>)
	TOTAL ASSETS	(194,360.88)
		=====
LIABILITIES		
=====		
18-00-30090	Claims Payable	63,113.00
18-00-33500	Due to other funds	<u>128,359.92</u>
	TOTAL LIABILITIES	<u>191,472.92</u>
EQUITY		
=====		
18-00-57090	Assigned Fund Balance	<u>89,168.74</u>
	TOTAL BEGINNING EQUITY	89,168.74
	TOTAL REVENUE	1,060,605.18
	TOTAL EXPENDITURES	<u>1,535,607.72</u>
	TOTAL REVENUE OVER/(UNDER) EXPENSES	(475,002.54)
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.	(<u>385,833.80</u>)
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.	(194,360.88)
		=====

20 -Designated Funds-Parks

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
20-00-10099	Claim on Cash	<u>1,281,972.40</u>	
			<u>1,281,972.40</u>
	TOTAL ASSETS		1,281,972.40
			=====
LIABILITIES			
=====			
EQUITY			
=====			
20-00-51050	Restricted Fund Bal - Donation	<u>635,113.23</u>	
	TOTAL BEGINNING EQUITY	635,113.23	
	TOTAL REVENUE	766,185.80	
	TOTAL EXPENDITURES	<u>119,326.63</u>	
	TOTAL REVENUE OVER/(UNDER) EXPENSES	646,859.17	
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.	<u>1,281,972.40</u>	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		1,281,972.40
			=====

80 -General Obligation Bonds

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
80-00-10892	Cash - 2021 GO Bond Series	496,019.01	
80-00-10893	Cash - 2022 GO Bond Series	505,789.87	
80-00-10894	Cash - 2023 GO Bd Series	396,331.50	
80-00-10895	Cash - 2024 GO Bd Series	789,377.20	
80-00-10896	Cash - 2025 GO Bond Series	15,192.48	
80-00-11094	T-bills and CD's - 2023	2,247,988.05	
80-00-11095	T-bills and CD's - 2024	4,799,050.22	
80-00-11096	T-bills and CDs - 2025	6,486,931.25	
80-00-11192	Interest Rec - 2022 GO Bd Seri	<u>190,300.00</u>	
			<u>15,926,979.58</u>
TOTAL ASSETS			15,926,979.58
			=====
LIABILITIES			
=====			
80-00-30099	A/P Due to Pooled Cash	326,953.78	
80-00-30792	Deferred Int Income - 2022	190,300.00	
80-00-37176	Retainage Payable	<u>143,898.00</u>	
	TOTAL LIABILITIES		<u>661,151.78</u>
EQUITY			
=====			
80-00-50100	FUND BALANCE	<u>16,042,257.26</u>	
	TOTAL BEGINNING EQUITY	16,042,257.26	
TOTAL REVENUE		7,827,350.97	
TOTAL EXPENDITURES		<u>8,603,780.43</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		(776,429.46)	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.			<u>15,265,827.80</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			15,926,979.58
			=====

99 -Pooled Cash

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
99-00-10099	Pooled Cash	7,417,810.00	
99-00-12001	Due from General Fund	296,098.81	
99-00-12006	Due from Municipal Authority	131,640.45	
99-00-12007	Due from GF - CIP	47,964.00	
99-00-12013	Due from NHMA - CIP	707.43	
99-00-12080	Due from GO Bonds	<u>326,953.78</u>	
			<u>8,221,174.47</u>
	TOTAL ASSETS		8,221,174.47
			=====
LIABILITIES			
=====			
99-00-30099	Accounts Payable	803,364.47	
99-00-37099	Due to other Funds	<u>7,417,810.00</u>	
	TOTAL LIABILITIES		<u>8,221,174.47</u>
EQUITY			
=====			
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		8,221,174.47
			=====

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MAY 31ST, 2025

01 -General Fund
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Revenues	<u>12,882,614</u>	<u>1,067,653.47</u>	<u>12,165,593.54</u>	<u>0.00</u>	<u>717,020.54</u>	<u>5.57</u>
TOTAL REVENUES	12,882,614	1,067,653.47	12,165,593.54	0.00	717,020.54	5.57
<u>EXPENDITURE SUMMARY</u>						
City Council	785	64.59	717.69	0.00	67.31	8.57
Administration	1,016,792	75,693.89	951,172.09	278.00	65,341.78	6.43
City Treasurer	1,307	107.65	1,196.15	0.00	110.85	8.48
City Attorney	180,000	24,094.00	250,345.02	0.00 (	70,345.02)	39.08-
Municipal Court	139,645	10,124.03	125,298.15	0.00	14,346.52	10.27
Police Department	3,546,790	246,056.99	2,940,243.73	0.00	606,546.62	17.10
Fire Department	2,635,152	200,479.95	2,433,560.66	0.00	201,591.79	7.65
City Engineer	90,000	23,027.50	173,666.50	0.00 (	83,666.50)	92.96-
Street Department	594,004	46,225.80	561,367.35	3,548.74	29,088.10	4.90
Sanitation	1,186,676	93,832.58	1,035,066.32	89.85	151,519.50	12.77
Parks Department	552,560	20,358.80	241,362.26	0.00	311,197.74	56.32
Public Works Admin	337,605	23,217.52	275,935.00	0.00	61,669.71	18.27
General Government	1,239,296	53,978.91	1,088,372.68	63,207.92	87,715.40	7.08
Code Department	586,744	47,800.48	534,770.03	149.75	51,824.07	8.83
Risk Manager	230,045	15,691.35	204,512.97	0.00	25,531.97	11.10
Information Systems Mgr	<u>545,214</u>	<u>30,193.12</u>	<u>498,861.82</u>	<u>0.00</u>	<u>46,352.55</u>	<u>8.50</u>
TOTAL EXPENDITURES	12,882,615	910,947.16	11,316,448.42	67,274.26	1,498,892.39	11.64
REVENUE OVER/(UNDER) EXPENDITURES	(1)	156,706.31	849,145.12 (	67,274.26) (	781,871.85)	6,954.55

01 -General Fund

% OF YEAR COMPLETED: 91.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Revenues						
=====						
<u>General Sales Tax</u>						
01-00-70250 Sales Tax	5,535,891	543,103.35	6,142,571.71	0.00 (	606,680.71)	10.96-
01-00-70350 Use Tax Revenue	1,103,508	96,086.99	1,140,505.41	0.00 (	36,997.41)	3.35-
01-00-70450 Tobacco Tax Revenue	<u>33,730</u>	<u>3,073.49</u>	<u>35,552.61</u>	<u>0.00 (</u>	<u>1,822.61)</u>	<u>5.40-</u>
TOTAL General Sales Tax	6,673,129	642,263.83	7,318,629.73	0.00 (	645,500.73)	9.67-
<u>Miscellaneous Taxes</u>						
01-00-71550 Franchise Tax	<u>375,188</u>	<u>39,161.58</u>	<u>339,282.73</u>	<u>0.00</u>	<u>35,905.27</u>	<u>9.57</u>
TOTAL Miscellaneous Taxes	375,188	39,161.58	339,282.73	0.00	35,905.27	9.57
<u>Licenses and Permits</u>						
01-00-72050 Building Permits	140,423	10,915.34	129,450.00	0.00	10,973.00	7.81
01-00-72075 Plumbing Permits	37,015	2,678.00	30,324.25	0.00	6,690.75	18.08
01-00-72100 Electrical Permits	20,648	2,360.00	24,905.00	0.00 (	4,257.00)	20.62-
01-00-72125 Roof Permits	3,464	510.00	6,970.00	0.00 (	3,506.00)	101.21-
01-00-72150 Drive/Drain Permits - Tree	11,007	810.00	9,330.00	0.00	1,677.00	15.24
01-00-72175 Food Vendor Permits	190	0.00	265.00	0.00 (	75.00)	39.47-
01-00-72200 Garage Sale Permits	507	60.00	320.00	0.00	187.00	36.88
01-00-72300 Plumbing Licenses	28,532	2,650.00	22,575.00	0.00	5,957.00	20.88
01-00-72325 Electric Licenses	12,762	1,575.00	12,075.00	0.00	687.00	5.38
01-00-72350 General Contractor Registra	21,280	2,400.00	22,575.00	0.00 (	1,295.00)	6.09-
01-00-72355 SUB-CONTRACTOR REGISTRATION	1,496	150.00	1,050.00	0.00	446.00	29.81
01-00-72399 Inspections	27,936	3,575.00	40,151.00	0.00 (	12,215.00)	43.72-
01-00-72400 Alcohol Licenses	10,849	1,750.00	8,910.00	0.00	1,939.00	17.87
01-00-72800 Dog/Cat Licenses	<u>348</u>	<u>60.00</u>	<u>575.00</u>	<u>0.00 (</u>	<u>227.00)</u>	<u>65.23-</u>
TOTAL Licenses and Permits	316,457	29,493.34	309,475.25	0.00	6,981.75	2.21
<u>Intergovernmental</u>						
01-00-73250 Alcohol Tax	9,503	891.73	9,379.21	0.00	123.79	1.30
01-00-73500 P.D. Vest Grant	<u>0</u>	<u>0.00</u>	<u>812.26</u>	<u>0.00 (</u>	<u>812.26)</u>	<u>0.00</u>
TOTAL Intergovernmental	9,503	891.73	10,191.47	0.00 (	688.47)	7.24-
<u>Charges for Services</u>						
01-00-74200 Garbage	943,480	83,448.10	919,941.20	0.00	23,538.80	2.49
01-00-74500 Garbage - Commercial	133,930	7,365.98	126,799.79	0.00	7,130.21	5.32
01-00-74700 Solid Waste Fee	5,005	440.76	4,840.86	0.00	164.14	3.28
01-00-74850 Ambulance Fees	58,248	5,129.48	56,333.09	0.00	1,914.91	3.29
01-00-74950 Life and Safety	<u>1,293</u>	<u>0.00</u>	<u>325.00</u>	<u>0.00</u>	<u>968.00</u>	<u>74.86</u>
TOTAL Charges for Services	1,141,956	96,384.32	1,108,239.94	0.00	33,716.06	2.95
<u>Fines & Forfeits</u>						
01-00-76300 Police Fines	<u>108,495</u>	<u>15,763.57</u>	<u>157,999.65</u>	<u>0.00 (</u>	<u>49,504.65)</u>	<u>45.63-</u>
TOTAL Fines & Forfeits	108,495	15,763.57	157,999.65	0.00 (	49,504.65)	45.63-

01 -General Fund

% OF YEAR COMPLETED: 91.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>Investment Earnings</u>						
01-00-78500 Interest Income	158,880	5,237.84	169,805.95	0.00	(10,925.95)	6.88-
TOTAL Investment Earnings	158,880	5,237.84	169,805.95	0.00	(10,925.95)	6.88-
<u>Miscellaneous Revenue</u>						
01-00-79500 Leases	246,892	0.00	197,685.42	0.00	49,206.58	19.93
01-00-79550 Misc. Income	69,772	15,784.15	104,798.20	0.00	(35,026.20)	50.20-
01-00-79575 Royalty Revenue	0	33.28	447.07	0.00	(447.07)	0.00
TOTAL Miscellaneous Revenue	316,664	15,817.43	302,930.69	0.00	13,733.31	4.34
<u>Fund Balance Carryover</u>						
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
<u>Transfers</u>						
01-00-79900 Leasehold Transfer	2,671,678	222,639.83	2,449,038.13	0.00	222,639.87	8.33
TOTAL Transfers	2,671,678	222,639.83	2,449,038.13	0.00	222,639.87	8.33
TOTAL Revenues	12,882,614	1,067,653.47	12,165,593.54	0.00	717,020.54	5.57
TOTAL REVENUE	12,882,614	1,067,653.47	12,165,593.54	0.00	717,020.54	5.57

01 -General Fund

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
City Council =====						
<u>Personnel Services</u>						
01-01-80100 Salary	720	60.00	660.00	0.00	60.00	8.33
01-01-80300 FICA/Medicare	55	4.59	50.49	0.00	4.51	8.20
01-01-80700 Unemployment	<u>10</u>	<u>0.00</u>	<u>7.20</u>	<u>0.00</u>	<u>2.80</u>	<u>28.00</u>
TOTAL Personnel Services	785	64.59	717.69	0.00	67.31	8.57
TOTAL City Council	785	64.59	717.69	0.00	67.31	8.57
Administration =====						
<u>Personnel Services</u>						
01-02-80100 Salary	749,019	57,015.20	717,066.99	0.00	31,952.21	4.27
01-02-80300 FICA/Medicare	59,344	4,605.96	48,721.89	0.00	10,622.44	17.90
01-02-80400 Dental Insurance	3,416	155.04	1,705.44	0.00	1,710.56	50.07
01-02-80500 Health Insurance	61,052	4,392.49	48,251.39	0.00	12,800.61	20.97
01-02-80600 Worker's Comp	9,066	0.00	5,282.08	0.00	3,783.92	41.74
01-02-80700 Unemployment	1,000	0.00	1,128.00	0.00 (	128.00)	12.80-
01-02-80800 OMRP Pension	61,939	4,785.89	59,317.05	0.00	2,622.29	4.23
01-02-81200 Medical Exams	0	0.00	48.00	0.00 (	48.00)	0.00
01-02-81400 Car Allowance	<u>28,000</u>	<u>2,808.34</u>	<u>29,691.74</u>	<u>0.00</u>	<u>(1,691.74)</u>	<u>6.04-</u>
TOTAL Personnel Services	972,837	73,762.92	911,212.58	0.00	61,624.29	6.33
<u>Material and Supplies</u>						
01-02-83000 Material & Supplies	<u>1,000</u>	<u>294.25</u>	<u>754.83</u>	<u>0.00</u>	<u>245.17</u>	<u>24.52</u>
TOTAL Material and Supplies	1,000	294.25	754.83	0.00	245.17	24.52
<u>Other Services</u>						
01-02-84000 Equipment Maintenance	1,000	0.00	0.00	0.00	1,000.00	100.00
01-02-84300 Training & Membership	7,000	1,257.36	13,209.27	278.00 (	6,487.27)	92.68-
01-02-84400 Software Agreements	25,955	0.00	20,895.37	0.00	5,059.63	19.49
01-02-84700 Telephone	<u>9,000</u>	<u>379.36</u>	<u>5,100.04</u>	<u>0.00</u>	<u>3,899.96</u>	<u>43.33</u>
TOTAL Other Services	42,955	1,636.72	39,204.68	278.00	3,472.32	8.08
<u>Capital Projects</u>						
<u>Transfers Out</u>						
TOTAL Administration	1,016,792	75,693.89	951,172.09	278.00	65,341.78	6.43

01 -General Fund

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
City Treasurer =====						
<u>Personnel Services</u>						
01-03-80100 Salary	1,200	100.00	1,100.00	0.00	100.00	8.33
01-03-80300 FICA/Medicare	92	7.65	84.15	0.00	7.85	8.53
01-03-80700 Unemployment	<u>15</u>	<u>0.00</u>	<u>12.00</u>	<u>0.00</u>	<u>3.00</u>	<u>20.00</u>
TOTAL Personnel Services	1,307	107.65	1,196.15	0.00	110.85	8.48
TOTAL City Treasurer	1,307	107.65	1,196.15	0.00	110.85	8.48
City Attorney =====						
<u>Other Services</u>						
01-04-87100 Legal Services	<u>180,000</u>	<u>24,094.00</u>	<u>250,345.02</u>	<u>0.00</u> (	<u>70,345.02)</u>	<u>39.08-</u>
TOTAL Other Services	180,000	24,094.00	250,345.02	0.00 (	70,345.02)	39.08-
TOTAL City Attorney	180,000	24,094.00	250,345.02	0.00 (	70,345.02)	39.08-
Municipal Court =====						
<u>Personnel Services</u>						
01-05-80100 Salary	98,431	7,609.02	88,465.96	0.00	9,964.97	10.12
01-05-80200 Overtime	500	0.00	0.00	0.00	500.00	100.00
01-05-80300 FICA/Medicare	7,903	582.09	6,767.64	0.00	1,135.39	14.37
01-05-80400 Dental Insurance	621	51.68	568.48	0.00	52.52	8.46
01-05-80500 Health Insurance	8,252	687.83	7,566.13	0.00	685.87	8.31
01-05-80600 Worker's Comp	2,266	0.00	1,319.32	0.00	946.68	41.78
01-05-80700 Unemployment	200	0.00	427.38	0.00 (	227.38)	113.69-
01-05-80800 OMRF Pension	<u>6,647</u>	<u>508.72</u>	<u>5,908.63</u>	<u>0.00</u>	<u>738.08</u>	<u>11.10</u>
TOTAL Personnel Services	124,820	9,439.34	111,023.54	0.00	13,796.13	11.05
<u>Material and Supplies</u>						
01-05-83000 Material & Supplies	<u>500</u>	<u>243.36</u>	<u>448.17</u>	<u>0.00</u>	<u>51.83</u>	<u>10.37</u>
TOTAL Material and Supplies	500	243.36	448.17	0.00	51.83	10.37
<u>Other Services</u>						
01-05-84000 Equipment Maintenance	250	0.00	0.00	0.00	250.00	100.00
01-05-84300 Training & Membership	700	350.00	680.00	0.00	20.00	2.86
01-05-84400 Software Agreement	12,075	0.00	11,899.57	0.00	175.43	1.45
01-05-84700 Telephone	1,300	91.33	1,004.81	0.00	295.19	22.71
01-05-86050 Consulting	<u>0</u>	<u>0.00</u>	<u>242.06</u>	<u>0.00</u> (	<u>242.06)</u>	<u>0.00</u>
TOTAL Other Services	14,325	441.33	13,826.44	0.00	498.56	3.48

01 -General Fund

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>Transfers Out</u>						
TOTAL Municipal Court	139,645	10,124.03	125,298.15	0.00	14,346.52	10.27
Police Department =====						
<u>Personnel Services</u>						
01-06-80100 Salary	2,338,643	170,145.58	1,945,852.79	0.00	392,790.09	16.80
01-06-80200 Overtime	20,000	2,937.85	28,743.08	0.00 (	8,743.08)	43.72-
01-06-80300 FICA/Medicare	202,499	13,284.29	153,094.36	0.00	49,404.44	24.40
01-06-80400 Dental Insurance	14,000	1,136.96	12,480.70	0.00	1,519.30	10.85
01-06-80500 Health Insurance	336,254	24,184.13	265,337.95	0.00	70,916.05	21.09
01-06-80600 Worker's Comp	54,395	0.00	31,693.62	0.00	22,701.38	41.73
01-06-80700 Unemployment	4,600	0.00	6,917.60	0.00 (	2,317.60)	50.38-
01-06-80800 OMRF Pension	35,656	2,694.00	29,784.33	0.00	5,871.76	16.47
01-06-81050 Police Pension	254,223	18,073.04	204,399.82	0.00	49,822.76	19.60
01-06-81100 Uniform Allowance	37,000	1,601.36	27,838.20	0.00	9,161.80	24.76
01-06-81200 Medical Exams	<u>2,500</u>	<u>0.00</u>	<u>469.00</u>	<u>0.00</u>	<u>2,031.00</u>	<u>81.24</u>
TOTAL Personnel Services	3,299,769	234,057.21	2,706,611.45	0.00	593,157.90	17.98
<u>Material and Supplies</u>						
01-06-83000 Material & Supplies	<u>8,000</u>	<u>530.67</u>	<u>7,249.44</u>	<u>0.00</u>	<u>750.56</u>	<u>9.38</u>
TOTAL Material and Supplies	8,000	530.67	7,249.44	0.00	750.56	9.38
<u>Other Services</u>						
01-06-84000 Equipment Maintenance	60,000	0.00	75,447.64	0.00 (	15,447.64)	25.75-
01-06-84100 Vehicle Maintenance	30,000	901.96	18,611.59	0.00	11,388.41	37.96
01-06-84200 Building Maintenance	5,000	0.00	2,888.50	0.00	2,111.50	42.23
01-06-84300 Training & Membership	25,000	1,408.48	17,624.04	0.00	7,375.96	29.50
01-06-84600 Lease/Rental	0	0.00	1,000.41	0.00 (	1,000.41)	0.00
01-06-84700 Telephone	23,000	2,095.09	21,913.11	0.00	1,086.89	4.73
01-06-84800 Utilities	2,000	0.00	1,772.90	0.00	227.10	11.36
01-06-84900 Fuel	25,000	0.00	23,223.03	0.00	1,776.97	7.11
01-06-84950 EV Charging	1,700	166.00	1,928.24	0.00 (	228.24)	13.43-
01-06-85000 Janitorial Services	<u>15,150</u>	<u>2,550.00</u>	<u>14,150.00</u>	<u>0.00</u>	<u>1,000.00</u>	<u>6.60</u>
TOTAL Other Services	186,850	7,121.53	178,559.46	0.00	8,290.54	4.44
<u>Transfers Out</u>						
01-06-99000 Transfer to CIP (Depreciati	<u>52,171</u>	<u>4,347.58</u>	<u>47,823.38</u>	<u>0.00</u>	<u>4,347.62</u>	<u>8.33</u>
TOTAL Transfers Out	52,171	4,347.58	47,823.38	0.00	4,347.62	8.33
TOTAL Police Department	3,546,790	246,056.99	2,940,243.73	0.00	606,546.62	17.10

01 -General Fund

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Fire Department =====						
<u>Personnel Services</u>						
01-07-80100 Salary	1,684,284	136,811.89	1,567,584.82	0.00	116,699.04	6.93
01-07-80200 Overtime	73,137	8,979.93	102,959.23	0.00 (	29,822.23)	40.78-
01-07-80300 FICA/Medicare	24,838	2,113.95	24,570.90	0.00	266.75	1.07
01-07-80400 Dental Insurance	9,858	775.20	8,527.20	0.00	1,330.80	13.50
01-07-80500 Health Insurance	236,617	17,604.47	193,649.12	0.00	42,967.88	18.16
01-07-80600 Worker's Comp	52,478	0.00	19,807.78	0.00	32,670.22	62.26
01-07-80700 Unemployment	4,200	0.00	4,292.87	0.00 (	92.87)	2.21-
01-07-81000 Fire Pension	234,540	19,153.70	218,822.75	0.00	15,717.19	6.70
01-07-81100 Uniform Allowance	28,325	0.00	24,866.47	0.00	3,458.53	12.21
01-07-81200 Medical Exams	<u>4,500</u>	<u>96.00</u>	<u>528.00</u>	<u>0.00</u>	<u>3,972.00</u>	<u>88.27</u>
TOTAL Personnel Services	2,352,776	185,535.14	2,165,609.14	0.00	187,167.31	7.96
<u>Material and Supplies</u>						
01-07-83000 Material & Supplies	<u>20,550</u>	<u>1,116.33</u>	<u>13,227.19</u>	<u>0.00</u>	<u>7,322.81</u>	<u>35.63</u>
TOTAL Material and Supplies	20,550	1,116.33	13,227.19	0.00	7,322.81	35.63
<u>Other Services</u>						
01-07-84000 Equipment Maintenance	10,000	470.27	13,112.54	0.00 (	3,112.54)	31.13-
01-07-84100 Vehicle Maintenance	17,000	116.42	9,583.99	0.00	7,416.01	43.62
01-07-84200 Building Maintenance	12,800	0.00	25,211.67	0.00 (	12,411.67)	96.97-
01-07-84300 Training & Membership	31,500	668.00	39,762.04	0.00 (	8,262.04)	26.23-
01-07-84400 Membership	1,700	0.00	1,593.33	0.00	106.67	6.27
01-07-84500 Fire Department Publication	5,123	0.00	2,159.76	0.00	2,963.24	57.84
01-07-84600 Lease/Rental	1,500	0.00	1,265.03	0.00	234.97	15.66
01-07-84700 Telephone	9,200	507.56	6,008.72	0.00	3,191.28	34.69
01-07-84800 Utilities	3,500	68.53	2,446.55	0.00	1,053.45	30.10
01-07-84900 Fuel	9,500	50.16	8,053.71	0.00	1,446.29	15.22
01-07-85200 EMSA Subsidy	32,612	2,623.29	29,287.19	0.00	3,324.81	10.20
01-07-86850 Software Maintenance	<u>15,500</u>	<u>0.00</u>	<u>13,673.05</u>	<u>0.00</u>	<u>1,826.95</u>	<u>11.79</u>
TOTAL Other Services	149,935	4,504.23	152,157.58	0.00 (	2,222.58)	1.48-
<u>Transfers Out</u>						
01-07-99000 Transfer to CIP (Depreciati	<u>111,891</u>	<u>9,324.25</u>	<u>102,566.75</u>	<u>0.00</u>	<u>9,324.25</u>	<u>8.33</u>
TOTAL Transfers Out	111,891	9,324.25	102,566.75	0.00	9,324.25	8.33
TOTAL Fire Department	2,635,152	200,479.95	2,433,560.66	0.00	201,591.79	7.65
City Engineer =====						
<u>Personnel Services</u>						

01 -General Fund

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>Other Services</u>						
01-08-86075 Engineering Fees	90,000	23,027.50	173,666.50	0.00 (	83,666.50)	92.96-
TOTAL Other Services	90,000	23,027.50	173,666.50	0.00 (	83,666.50)	92.96-
TOTAL City Engineer	90,000	23,027.50	173,666.50	0.00 (	83,666.50)	92.96-
Street Department =====						
<u>Personnel Services</u>						
01-09-80100 Salary	276,481	21,166.60	244,256.85	0.00	32,224.05	11.66
01-09-80200 Overtime	5,366	1,011.57	2,434.15	0.00	2,931.85	54.64
01-09-80300 FICA/Medicare	24,978	1,725.32	19,130.11	0.00	5,847.47	23.41
01-09-80400 Dental Insurance	2,481	206.72	2,273.92	0.00	207.08	8.35
01-09-80500 Health Insurance	57,884	3,651.20	40,163.20	0.00	17,720.80	30.61
01-09-80600 Worker's Comp	9,066	0.00	5,282.08	0.00	3,783.92	41.74
01-09-80700 Unemployment	1,202	0.00	1,119.24	0.00	82.76	6.89
01-09-80800 OMRP Pension	22,995	1,804.24	19,873.04	0.00	3,121.67	13.58
01-09-80900 Stand By Pay	3,525	375.00	3,375.00	0.00	150.00	4.26
01-09-81100 Uniform Allowance	5,805	501.25	5,799.73	0.00	5.27	0.09
01-09-81200 Medical Exams	888	48.00	324.00	0.00	564.00	63.51
TOTAL Personnel Services	410,670	30,489.90	344,031.32	0.00	66,638.87	16.23
<u>Material and Supplies</u>						
01-09-83000 Material & Supplies	15,000	570.91	14,921.09	3,384.00 (	3,305.09)	22.03-
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	180.00	1,187.61	0.00	812.39	40.62
01-09-83700 Misc. Supplies	250	0.00	0.00	0.00	250.00	100.00
TOTAL Material and Supplies	18,750	750.91	16,178.02	3,384.00 (	812.02)	4.33-
<u>Other Services</u>						
01-09-84000 Equipment Maintenance	4,000	902.61	35,758.49	0.00 (	31,758.49)	793.96-
01-09-84100 Vehicle Maintenance	5,000	305.85	9,740.81	164.74 (	4,905.55)	98.11-
01-09-84600 Lease/Rental	1,500	0.00	887.57	0.00	612.43	40.83
01-09-84700 Telephone	1,500	155.96	1,716.35	0.00 (	216.35)	14.42-
01-09-84800 Utilities	4,061	59.38	2,950.62	0.00	1,110.38	27.34
01-09-84900 Fuel	6,500	0.00	8,157.07	0.00 (	1,657.07)	25.49-
01-09-85500 Street Lighting	91,000	9,309.27	95,175.98	0.00 (	4,175.98)	4.59-
TOTAL Other Services	113,561	10,733.07	154,386.89	164.74 (	40,990.63)	36.10-
<u>Transfers Out</u>						
01-09-99000 Transfer to CIP (Depreciat	51,023	4,251.92	46,771.12	0.00	4,251.88	8.33
TOTAL Transfers Out	51,023	4,251.92	46,771.12	0.00	4,251.88	8.33
TOTAL Street Department	594,004	46,225.80	561,367.35	3,548.74	29,088.10	4.90

01 -General Fund

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Sanitation =====						
<u>Personnel Services</u>						
01-10-80100 Salary	588,584	52,621.23	520,936.08	0.00	67,648.15	11.49
01-10-80200 Overtime	0	159.24	159.24	0.00 (	159.24)	0.00
01-10-80300 FICA/Medicare	53,202	4,037.74	39,864.32	0.00	13,337.62	25.07
01-10-80400 Dental Insurance	6,200	465.12	5,633.12	0.00	566.88	9.14
01-10-80500 Health Insurance	99,541	7,090.35	84,872.10	0.00	14,668.90	14.74
01-10-80600 Worker's Comp	22,665	0.00	13,205.20	0.00	9,459.80	41.74
01-10-80700 Unemployment	3,004	0.00	2,797.33	0.00	206.67	6.88
01-10-80800 OMRP Pension	51,247	3,177.20	40,382.59	0.00	10,863.91	21.20
01-10-81100 Uniform Allowance	9,300	779.96	9,523.56	0.00 (	223.56)	2.40-
01-10-81200 Medical Exams	<u>1,445</u>	<u>126.00</u>	<u>482.00</u>	<u>0.00</u>	<u>963.00</u>	<u>66.64</u>
TOTAL Personnel Services	835,188	68,456.84	717,855.54	0.00	117,332.13	14.05
<u>Material and Supplies</u>						
01-10-83000 Material & Supplies	2,000	601.39	1,896.47	0.00	103.53	5.18
01-10-83500 Safety Supplies	2,000	135.00	1,084.83	0.00	915.17	45.76
01-10-83700 Misc. Supplies	<u>500</u>	<u>0.00</u>	<u>131.05</u>	<u>0.00</u>	<u>368.95</u>	<u>73.79</u>
TOTAL Material and Supplies	4,500	736.39	3,112.35	0.00	1,387.65	30.84
<u>Other Services</u>						
01-10-84000 Equipment Maintenance	1,500	0.00	1,029.25	0.00	470.75	31.38
01-10-84100 Vehicle Maintenance	21,000	327.85	17,150.13	89.85	3,760.02	17.90
01-10-84700 Telephone	1,740	144.96	1,595.46	0.00	144.54	8.31
01-10-84800 Utilities	3,500	59.38	2,950.71	0.00	549.29	15.69
01-10-84900 Fuel	15,939	1,399.17	19,739.00	0.00 (	3,800.00)	23.84-
01-10-85800 Landfill Disposal	85,000	4,578.46	70,624.79	0.00	14,375.21	16.91
01-10-85825 Commercial Garbage Disposal	<u>130,000</u>	<u>10,770.45</u>	<u>120,059.21</u>	<u>0.00</u>	<u>9,940.79</u>	<u>7.65</u>
TOTAL Other Services	258,679	17,280.27	233,148.55	89.85	25,440.60	9.83
<u>Capital Projects</u>						
<u>Transfers Out</u>						
01-10-99000 Transfer to CIP (Depreciati	<u>88,309</u>	<u>7,359.08</u>	<u>80,949.88</u>	<u>0.00</u>	<u>7,359.12</u>	<u>8.33</u>
TOTAL Transfers Out	88,309	7,359.08	80,949.88	0.00	7,359.12	8.33
TOTAL Sanitation	1,186,676	93,832.58	1,035,066.32	89.85	151,519.50	12.77
Parks Department =====						
<u>Personnel Services</u>						
<u>Material and Supplies</u>						

01 -General Fund

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>Other Services</u>						
01-11-84800 Utilities	0	72.44	1,944.43	0.00 (	1,944.43)	0.00
01-11-85700 Parks Maintenance	32,560	2,665.36	45,586.83	0.00 (	13,026.83)	40.01-
01-11-85900 Park Maintenance Contract	<u>220,000</u>	<u>17,621.00</u>	<u>193,831.00</u>	<u>0.00</u>	<u>26,169.00</u>	<u>11.90</u>
TOTAL Other Services	252,560	20,358.80	241,362.26	0.00	11,197.74	4.43
<u>Transfers Out</u>						
01-11-99000 Transfer to CIP (Depreciati	<u>300,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>300,000.00</u>	<u>100.00</u>
TOTAL Transfers Out	300,000	0.00	0.00	0.00	300,000.00	100.00
TOTAL Parks Department	552,560	20,358.80	241,362.26	0.00	311,197.74	56.32
 Public Works Admin =====						
<u>Personnel Services</u>						
01-12-80100 Salary	204,600	14,037.24	157,394.11	0.00	47,205.93	23.07
01-12-80300 FICA/Medicare	18,485	1,078.82	12,095.38	0.00	6,389.89	34.57
01-12-80400 Dental Insurance	1,240	103.36	1,136.96	0.00	103.04	8.31
01-12-80500 Health Insurance	29,337	2,341.41	23,999.51	0.00	5,337.49	18.19
01-12-80600 Worker's Comp	4,533	0.00	2,641.05	0.00	1,891.95	41.74
01-12-80700 Unemployment	601	0.00	787.48	0.00 (	186.48)	31.03-
01-12-80800 OMRP Pension	16,367	1,122.98	12,507.09	0.00	3,860.31	23.59
01-12-81200 Medical Exams	<u>500</u>	<u>0.00</u>	<u>90.00</u>	<u>0.00</u>	<u>410.00</u>	<u>82.00</u>
TOTAL Personnel Services	275,664	18,683.81	210,651.58	0.00	65,012.13	23.58
<u>Material and Supplies</u>						
01-12-83000 Material & Supplies	1,500	77.63	685.02	0.00	814.98	54.33
01-12-83200 Office Supplies	3,000	97.33	3,265.22	0.00 (	265.22)	8.84-
01-12-83700 Misc. Supplies	<u>500</u>	<u>0.00</u>	<u>86.35</u>	<u>0.00</u>	<u>413.65</u>	<u>82.73</u>
TOTAL Material and Supplies	5,000	174.96	4,036.59	0.00	963.41	19.27
<u>Other Services</u>						
01-12-84000 Equipment Maintenance	5,000	800.07	9,196.97	0.00 (	4,196.97)	83.94-
01-12-84100 Vehicle Maintenance	1,500	0.00	3,329.30	0.00 (	1,829.30)	121.95-
01-12-84200 Building Maintenance	6,000	714.00	14,626.05	0.00 (	8,626.05)	143.77-
01-12-84250 Fueling Station Maintenance	2,000	0.00	1,966.36	0.00	33.64	1.68
01-12-84300 Training & Membership	7,500	159.80	6,127.94	0.00	1,372.06	18.29
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	1,717.50	0.00	1,782.50	50.93
01-12-84700 Telephone	6,000	241.67	2,882.51	0.00	3,117.49	51.96
01-12-84800 Utilities	4,061	59.38	2,950.77	0.00	1,110.23	27.34
01-12-84900 Fuel	2,500	0.00	1,138.30	0.00	1,361.70	54.47
01-12-84950 EV Charging	650	53.00	472.00	0.00	178.00	27.38
01-12-85000 Janitorial Services	9,000	1,600.00	8,800.00	0.00	200.00	2.22
01-12-86300 Publications	<u>100</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>100.00</u>	<u>100.00</u>
TOTAL Other Services	48,171	3,627.92	53,207.70	0.00 (	5,036.70)	10.46-

01 -General Fund

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>Capital Projects</u>						
<u>Transfers Out</u>						
01-12-99000 Transfer to CIP (Depreciati	8,770	730.83	8,039.13	0.00	730.87	8.33
TOTAL Transfers Out	8,770	730.83	8,039.13	0.00	730.87	8.33
TOTAL Public Works Admin	337,605	23,217.52	275,935.00	0.00	61,669.71	18.27
General Government =====						
<u>Material and Supplies</u>						
01-13-83000 Material & Supplies	21,000	1,907.96	18,265.22	0.00	2,734.78	13.02
TOTAL Material and Supplies	21,000	1,907.96	18,265.22	0.00	2,734.78	13.02
<u>Other Services</u>						
01-13-84000 Equipment Maintenance	20,000	0.00	22,239.11	0.00 (	2,239.11)	11.20-
01-13-84200 Building Maintenance	40,000	7,549.01	82,340.93	560.44 (	42,901.37)	107.25-
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	150.00	3,601.26	0.00 (	3,101.26)	620.25-
01-13-84700 Telephone	700	45.67	502.39	0.00	197.61	28.23
01-13-84800 Utilities	25,000	2,881.08	28,302.92	0.00 (	3,302.92)	13.21-
01-13-85000 Janitorial Services	18,260	2,850.00	15,550.00	0.00	2,710.00	14.84
01-13-85400 Bank Charges	80,000	16,277.76	137,052.79	0.00 (	57,052.79)	71.32-
01-13-86100 Liability Insurance/Bonds	287,110	0.00	244,178.00	0.00	42,932.00	14.95
01-13-86300 Publications	30,000	1,740.90	12,224.48	0.00	17,775.52	59.25
01-13-86400 Auditing Fees	30,000	0.00	21,252.10	0.00	8,747.90	29.16
01-13-86500 Election Expenses	6,000	0.00	3,074.60	0.00	2,925.40	48.76
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	8,577.99	0.00 (	2,677.99)	45.39-
01-13-86800 Reassessment Fees	28,000	0.00	34,893.36	0.00 (	6,893.36)	24.62-
01-13-86900 Postage	8,000	500.00	5,101.67	0.00	2,898.33	36.23
01-13-87000 Misc. Expenses	102,376	87.55	61,726.15	16,521.51	24,128.34	23.57
01-13-87100 H.R.A.	20,000	571.00	15,505.07	0.00	4,494.93	22.47
01-13-87200 Education Scholarship	10,000	1,215.98	2,815.98	0.00	7,184.02	71.84
TOTAL Other Services	718,296	33,868.95	703,990.80	17,081.95 (	2,776.75)	0.39-
<u>Capital Projects</u>						
01-13-88100 Council Approval Capital Ou	0	18,202.00	188,831.50	46,125.97 (	234,957.47)	0.00
TOTAL Capital Projects	0	18,202.00	188,831.50	46,125.97 (	234,957.47)	0.00
<u>Transfers Out</u>						
01-13-99900 Transfer out to CIP	500,000	0.00	177,285.16	0.00	322,714.84	64.54
TOTAL Transfers Out	500,000	0.00	177,285.16	0.00	322,714.84	64.54
TOTAL General Government	1,239,296	53,978.91	1,088,372.68	63,207.92	87,715.40	7.08

01 -General Fund

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Code Department =====						
<u>Personnel Services</u>						
01-14-80100 Salary	370,238	33,054.73	355,097.95	0.00	15,139.75	4.09
01-14-80200 Overtime	775	181.55	181.55	0.00	593.45	76.57
01-14-80300 FICA/Medicare	33,547	2,542.58	27,178.83	0.00	6,368.22	18.98
01-14-80400 Dental Insurance	3,721	310.08	2,945.76	0.00	775.24	20.83
01-14-80500 Health Insurance	55,960	4,500.11	39,952.57	0.00	16,007.43	28.61
01-14-80600 Worker's Comp	13,598	0.00	7,923.13	0.00	5,674.87	41.73
01-14-80700 Unemployment	1,803	0.00	1,476.49	0.00	326.51	18.11
01-14-80800 OMRP Pension	29,619	2,658.91	27,799.04	0.00	1,820.06	6.14
01-14-81100 Uniform Rental	7,001	653.93	6,698.97	0.00	302.03	4.31
01-14-81200 Medical Exams	<u>776</u>	<u>48.00</u>	<u>276.00</u>	<u>0.00</u>	<u>500.00</u>	<u>64.43</u>
TOTAL Personnel Services	517,038	43,949.89	469,530.29	0.00	47,507.56	9.19
<u>Material and Supplies</u>						
01-14-83000 Material & Supplies	4,000	261.36	3,080.96	0.00	919.04	22.98
01-14-83200 Office Supplies	350	0.00	31.70	0.00	318.30	90.94
01-14-83500 Safety Supplies	<u>300</u>	<u>0.00</u>	<u>773.80</u>	<u>0.00</u>	<u>(473.80)</u>	<u>157.93-</u>
TOTAL Material and Supplies	4,650	261.36	3,886.46	0.00	763.54	16.42
<u>Other Services</u>						
01-14-84100 Vehicle Maintenance	3,000	280.17	3,318.46	149.75 (	468.21)	15.61-
01-14-84300 Training & Membership	7,000	1,175.13	8,147.53	0.00 (	1,147.53)	16.39-
01-14-84400 Software Agreement	18,532	0.00	13,478.95	0.00	5,053.05	27.27
01-14-84700 Telephone	6,308	511.46	6,583.92	0.00 (	275.92)	4.37-
01-14-84800 Utilities	4,061	59.38	2,950.73	0.00	1,110.27	27.34
01-14-84900 Fuel	3,000	0.00	3,653.90	0.00 (	653.90)	21.80-
01-14-85300 Animal Welfare	<u>2,398</u>	<u>0.00</u>	<u>5,725.80</u>	<u>0.00</u>	<u>(3,327.80)</u>	<u>138.77-</u>
TOTAL Other Services	44,299	2,026.14	43,859.29	149.75	289.96	0.65
<u>Capital Projects</u>						
01-14-88850 Life and Safety	<u>2,000</u>	<u>0.00</u>	<u>300.00</u>	<u>0.00</u>	<u>1,700.00</u>	<u>85.00</u>
TOTAL Capital Projects	2,000	0.00	300.00	0.00	1,700.00	85.00
<u>Transfers Out</u>						
01-14-99000 Transfer to CIP (Depreciati	<u>18,757</u>	<u>1,563.09</u>	<u>17,193.99</u>	<u>0.00</u>	<u>1,563.01</u>	<u>8.33</u>
TOTAL Transfers Out	18,757	1,563.09	17,193.99	0.00	1,563.01	8.33
TOTAL Code Department	586,744	47,800.48	534,770.03	149.75	51,824.07	8.83
Risk Manager =====						
<u>Personnel Services</u>						
01-15-80100 Salary	146,969	11,554.90	135,434.83	0.00	11,534.29	7.85
01-15-80300 FICA/Medicare	11,144	888.92	10,535.54	0.00	608.47	5.46

01 -General Fund

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
01-15-80400 Dental Insurance	621	51.68	568.48	0.00	52.52	8.46
01-15-80500 Health Insurance	19,843	1,653.58	18,189.38	0.00	1,653.62	8.33
01-15-80600 Worker's Comp	2,266	0.00	1,320.52	0.00	945.48	41.72
01-15-80700 Unemployment	200	0.00	282.00	0.00 (	82.00)	41.00-
01-15-80800 OMRP Pension	11,654	924.40	10,729.45	0.00	924.36	7.93
01-15-81200 Medical Exams	<u>100</u>	<u>0.00</u>	<u>75.00</u>	<u>0.00</u>	<u>25.00</u>	<u>25.00</u>
TOTAL Personnel Services	192,797	15,073.48	177,135.20	0.00	15,661.74	8.12
<u>Material and Supplies</u>						
01-15-83000 Material & Supplies	<u>10,000</u>	<u>0.00</u>	<u>7,312.48</u>	<u>0.00</u>	<u>2,687.52</u>	<u>26.88</u>
TOTAL Material and Supplies	10,000	0.00	7,312.48	0.00	2,687.52	26.88
<u>Other Services</u>						
01-15-84100 Vehicle Maintenance	500	0.00	274.79	0.00	225.21	45.04
01-15-84300 Training & Membership	8,000	48.88	5,828.43	0.00	2,171.57	27.14
01-15-84700 Telephone	1,800	114.99	1,051.22	0.00	748.78	41.60
01-15-84850 Wellness Program	10,000	0.00	7,145.10	0.00	2,854.90	28.55
01-15-84900 Fuel	<u>1,500</u>	<u>0.00</u>	<u>771.75</u>	<u>0.00</u>	<u>728.25</u>	<u>48.55</u>
TOTAL Other Services	21,800	163.87	15,071.29	0.00	6,728.71	30.87
<u>Transfers Out</u>						
01-15-99000 Transfer to CIP (Depreciati	<u>5,448</u>	<u>454.00</u>	<u>4,994.00</u>	<u>0.00</u>	<u>454.00</u>	<u>8.33</u>
TOTAL Transfers Out	5,448	454.00	4,994.00	0.00	454.00	8.33
TOTAL Risk Manager	230,045	15,691.35	204,512.97	0.00	25,531.97	11.10
Information Systems Mgr =====						
<u>Personnel Services</u>						
01-16-80100 Salary	184,725	15,036.20	152,934.06	0.00	31,791.13	17.21
01-16-80300 FICA/Medicare	14,557	1,173.22	11,923.28	0.00	2,633.29	18.09
01-16-80400 Dental Insurance	1,242	103.36	981.92	0.00	260.08	20.94
01-16-80500 Health Insurance	28,095	2,341.41	23,692.02	0.00	4,402.98	15.67
01-16-80600 Worker's Comp	4,533	0.00	2,641.05	0.00	1,891.95	41.74
01-16-80700 Unemployment	400	0.00	655.31	0.00 (	255.31)	63.83-
01-16-80800 OMRP Pension	15,199	1,226.90	12,416.77	0.00	2,781.84	18.30
01-16-81200 Medical Expenses	0	0.00	90.00	0.00 (	90.00)	0.00
01-16-81400 Car Allowance	<u>1,800</u>	<u>300.00</u>	<u>2,925.00</u>	<u>0.00</u> (	<u>1,125.00</u>)	<u>62.50-</u>
TOTAL Personnel Services	250,550	20,181.09	208,259.41	0.00	42,290.96	16.88
<u>Material and Supplies</u>						
01-16-83000 Material Supplies	<u>4,000</u>	<u>0.00</u>	<u>1,058.34</u>	<u>0.00</u>	<u>2,941.66</u>	<u>73.54</u>
TOTAL Material and Supplies	4,000	0.00	1,058.34	0.00	2,941.66	73.54
<u>Other Services</u>						
01-16-84000 Equipment Maintenance	150,000	483.72	169,913.16	0.00 (	19,913.16)	13.28-
01-16-84200 Building Maintenance	2,000	0.00	1,453.50	0.00	546.50	27.33
01-16-84300 Training & Membership	11,000	0.00	216.80	0.00	10,783.20	98.03

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MAY 31ST, 2025

01 -General Fund

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
01-16-84600 Lease/Rental	27,000	1,928.99	30,149.00	0.00 (	3,149.00)	11.66-
01-16-84700 Telephone	5,000	293.99	3,166.37	0.00	1,833.63	36.67
01-16-86050 Consulting Fees	<u>8,000</u>	<u>0.00</u>	<u>4,286.61</u>	<u>0.00</u>	<u>3,713.39</u>	<u>46.42</u>
TOTAL Other Services	203,000	2,706.70	209,185.44	0.00 (	6,185.44)	3.05-
<u>Transfers Out</u>						
01-16-99000 Transfer to CIP (Depreciati	<u>87,664</u>	<u>7,305.33</u>	<u>80,358.63</u>	<u>0.00</u>	<u>7,305.37</u>	<u>8.33</u>
TOTAL Transfers Out	87,664	7,305.33	80,358.63	0.00	7,305.37	8.33
TOTAL Information Systems Mgr	545,214	30,193.12	498,861.82	0.00	46,352.55	8.50
TOTAL EXPENDITURES	12,882,615	910,947.16	11,316,448.42	67,274.26	1,498,892.39	11.64
REVENUE OVER/ (UNDER) EXPENDITURES	(1)	156,706.31	849,145.12 (	67,274.26) (	781,871.85)	6,954.55

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MAY 31ST, 2025

02 -Street & Alley
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Revenues	<u>323,481</u>	<u>4,271.69</u>	<u>42,826.47</u>	<u>0.00</u>	<u>280,654.53</u>	<u>86.76</u>
TOTAL REVENUES	323,481	4,271.69	42,826.47	0.00	280,654.53	86.76
<u>EXPENDITURE SUMMARY</u>						
Streets & Alley	<u>323,481</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>323,481.00</u>	<u>100.00</u>
TOTAL EXPENDITURES	323,481	0.00	0.00	0.00	323,481.00	100.00
REVENUE OVER/ (UNDER) EXPENDITURES	0	4,271.69	42,826.47	0.00 (	42,826.47)	0.00

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MAY 31ST, 2025

02 -Street & Alley

% OF YEAR COMPLETED: 91.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Revenues =====						
<u>Intergovernmental</u>						
02-00-73400 Gasoline Tax	6,449	580.50	6,164.08	0.00	284.92	4.42
02-00-73450 Motor Vehicle License	<u>24,368</u>	<u>2,582.06</u>	<u>24,391.99</u>	<u>0.00</u>	(<u>23.99</u>)	<u>0.10</u>
TOTAL Intergovernmental	30,817	3,162.56	30,556.07	0.00	260.93	0.85
<u>Investment Earnings</u>						
02-00-78500 Interest Income	<u>12,664</u>	<u>1,109.13</u>	<u>12,270.40</u>	<u>0.00</u>	<u>393.60</u>	<u>3.11</u>
TOTAL Investment Earnings	12,664	1,109.13	12,270.40	0.00	393.60	3.11
<u>Fund Balance Carryover</u>						
02-00-79800 Carryover	<u>280,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>280,000.00</u>	<u>100.00</u>
TOTAL Fund Balance Carryover	<u>280,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>280,000.00</u>	<u>100.00</u>
TOTAL Revenues	323,481	4,271.69	42,826.47	0.00	280,654.53	86.76
TOTAL REVENUE	323,481	4,271.69	42,826.47	0.00	280,654.53	86.76

02 -Street & Alley

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Streets & Alley =====						
<u>Material and Supplies</u>						
<u>Other Services</u>						
02-09-85800 Contingency	<u>323,481</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>323,481.00</u>	<u>100.00</u>
TOTAL 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	4,271.69	42,826.47	0.00 (	42,826.47)	0.00

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MAY 31ST, 2025

03 -Designated Fds-Fire & Gen
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Revenues	<u>1,160</u>	<u>155.65</u>	<u>707.14</u>	<u>0.00</u>	<u>452.86</u>	<u>39.04</u>
TOTAL REVENUES	1,160	155.65	707.14	0.00	452.86	39.04
<u>EXPENDITURE SUMMARY</u>						
Fire Department	<u>1,160</u>	<u>0.00</u>	<u>319.74</u>	<u>0.00</u>	<u>840.26</u>	<u>72.44</u>
TOTAL EXPENDITURES	1,160	0.00	319.74	0.00	840.26	72.44
REVENUE OVER/ (UNDER) EXPENDITURES	0	155.65	387.40	0.00 (	387.40)	0.00

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MAY 31ST, 2025

03 -Designated Fds-Fire & Gen

% OF YEAR COMPLETED: 91.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Revenues =====						
<u>Intergovernmental</u>						
<u>Investment Earnings</u>						
03-00-78500 Interest Income	<u>0</u>	<u>5.65</u>	<u>57.14</u>	<u>0.00</u>	(<u>57.14</u>)	<u>0.00</u>
TOTAL Investment Earnings	0	5.65	57.14	0.00	(57.14)	0.00
<u>Miscellaneous Revenue</u>						
03-00-79507 Revenue - Fire	<u>60</u>	<u>150.00</u>	<u>650.00</u>	<u>0.00</u>	(<u>590.00</u>)	<u>983.33-</u>
TOTAL Miscellaneous Revenue	60	150.00	650.00	0.00	(590.00)	983.33-
<u>Fund Balance Carryover</u>						
03-00-79806 Carryover	<u>1,100</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,100.00</u>	<u>100.00</u>
TOTAL Fund Balance Carryover	<u>1,100</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,100.00</u>	<u>100.00</u>
TOTAL Revenues	1,160	155.65	707.14	0.00	452.86	39.04
TOTAL REVENUE	1,160	155.65	707.14	0.00	452.86	39.04

03 -Designated Fds-Fire & Gen

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Police Department =====						
<u>Material and Supplies</u>	_____	_____	_____	_____	_____	_____
<u>Other Services</u>	_____	_____	_____	_____	_____	_____
Fire Department =====						
<u>Material and Supplies</u>						
03-07-83000 Material & Supplies	<u>1,160</u>	<u>0.00</u>	<u>319.74</u>	<u>0.00</u>	<u>840.26</u>	<u>72.44</u>
TOTAL Material and Supplies	1,160	0.00	319.74	0.00	840.26	72.44
<u>Other Services</u>	_____	_____	_____	_____	_____	_____
<u>Capital Projects</u>	_____	_____	_____	_____	_____	_____
TOTAL Fire Department	1,160	0.00	319.74	0.00	840.26	72.44
Public Works =====						
<u>Material and Supplies</u>	_____	_____	_____	_____	_____	_____
<u>Other Services</u>	_____	_____	_____	_____	_____	_____
General Government =====						
<u>Material and Supplies</u>	_____	_____	_____	_____	_____	_____
TOTAL EXPENDITURES	1,160	0.00	319.74	0.00	840.26	72.44
REVENUE OVER/ (UNDER) EXPENDITURES	0	155.65	387.40	0.00 (	387.40)	0.00

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MAY 31ST, 2025

04 -Designated Funds-Police
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Revenues	<u>48,400</u>	<u>124.92</u>	<u>1,011.70</u>	<u>0.00</u>	<u>47,388.30</u>	<u>97.91</u>
TOTAL REVENUES	48,400	124.92	1,011.70	0.00	47,388.30	97.91
<u>EXPENDITURE SUMMARY</u>						
Police Department	<u>48,400</u>	<u>0.00</u>	<u>5,872.64</u>	<u>0.00</u>	<u>42,527.36</u>	<u>87.87</u>
TOTAL EXPENDITURES	48,400	0.00	5,872.64	0.00	42,527.36	87.87
REVENUE OVER/ (UNDER) EXPENDITURES	0	124.92 (	4,860.94)	0.00	4,860.94	0.00

04 -Designated Funds-Police

% OF YEAR COMPLETED: 91.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Revenues =====						
<u>Investment Earnings</u>						
04-00-78500 Interest Income	<u>0</u>	<u>124.92</u>	<u>1,531.70</u>	<u>0.00</u>	(<u>1,531.70</u>)	<u>0.00</u>
TOTAL Investment Earnings	0	124.92	1,531.70	0.00	(1,531.70)	0.00
<u>Miscellaneous Revenue</u>						
04-00-79506 Revenue - Police	<u>2,400</u>	<u>0.00</u>	(<u>520.00</u>)	<u>0.00</u>	<u>2,920.00</u>	<u>121.67</u>
TOTAL Miscellaneous Revenue	2,400	0.00	(520.00)	0.00	2,920.00	121.67
<u>Fund Balance Carryover</u>						
04-00-79806 Carryover - Police Dept	<u>46,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>46,000.00</u>	<u>100.00</u>
TOTAL Fund Balance Carryover	<u>46,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>46,000.00</u>	<u>100.00</u>
TOTAL Revenues	48,400	124.92	1,011.70	0.00	47,388.30	97.91
TOTAL REVENUE	48,400	124.92	1,011.70	0.00	47,388.30	97.91

04 -Designated Funds-Police

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Police Department =====						
<u>Material and Supplies</u>						
04-06-83000 Material & Supplies	<u>48,400</u>	<u>0.00</u>	<u>5,872.64</u>	<u>0.00</u>	<u>42,527.36</u>	<u>87.87</u>
TOTAL Material and Supplies	48,400	0.00	5,872.64	0.00	42,527.36	87.87
<u>Other Services</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
TOTAL Police Department	48,400	0.00	5,872.64	0.00	42,527.36	87.87
TOTAL EXPENDITURES	48,400	0.00	5,872.64	0.00	42,527.36	87.87
REVENUE OVER/(UNDER) EXPENDITURES	0	124.92 (	4,860.94)	0.00	4,860.94	0.00

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MAY 31ST, 2025

05 -Designated Funds-PW
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Revenues	<u>21,535</u>	<u>77.71</u>	<u>1,102.13</u>	<u>0.00</u>	<u>20,432.87</u>	<u>94.88</u>
TOTAL REVENUES	21,535	77.71	1,102.13	0.00	20,432.87	94.88
<u>EXPENDITURE SUMMARY</u>						
Public Works	<u>21,535</u>	<u>0.00</u>	<u>95.00</u>	<u>0.00</u>	<u>21,440.00</u>	<u>99.56</u>
TOTAL EXPENDITURES	21,535	0.00	95.00	0.00	21,440.00	99.56
REVENUE OVER/ (UNDER) EXPENDITURES	0	77.71	1,007.13	0.00 (	1,007.13)	0.00

05 -Designated Funds-PW

% OF YEAR COMPLETED: 91.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Revenues =====						
<u>Investment Earnings</u>						
05-00-78500 Interest Income	<u>0</u>	<u>77.71</u>	<u>902.13</u>	<u>0.00</u>	(<u>902.13</u>)	<u>0.00</u>
TOTAL Investment Earnings	0	77.71	902.13	0.00	(902.13)	0.00
<u>Miscellaneous Revenue</u>						
05-00-79512 Revenue - Public Works	<u>2,200</u>	<u>0.00</u>	<u>200.00</u>	<u>0.00</u>	<u>2,000.00</u>	<u>90.91</u>
TOTAL Miscellaneous Revenue	2,200	0.00	200.00	0.00	2,000.00	90.91
<u>Fund Balance Carryover</u>						
05-00-79813 Animal Welfare Carryover	<u>19,335</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>19,335.00</u>	<u>100.00</u>
TOTAL Fund Balance Carryover	<u>19,335</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>19,335.00</u>	<u>100.00</u>
TOTAL Revenues	21,535	77.71	1,102.13	0.00	20,432.87	94.88
TOTAL REVENUE	21,535	77.71	1,102.13	0.00	20,432.87	94.88

05 -Designated Funds-PW

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Public Works =====						
<u>Material and Supplies</u>						
05-12-83000 Material & Supplies	2,200	0.00	95.00	0.00	2,105.00	95.68
05-12-83013 Animal Welfare	<u>19,335</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>19,335.00</u>	<u>100.00</u>
TOTAL Material and Supplies	21,535	0.00	95.00	0.00	21,440.00	99.56
TOTAL Public Works	21,535	0.00	95.00	0.00	21,440.00	99.56
TOTAL EXPENDITURES	21,535	0.00	95.00	0.00	21,440.00	99.56
REVENUE OVER/(UNDER) EXPENDITURES	0	77.71	1,007.13	0.00 (	1,007.13)	0.00

06 -Municipal Authority
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Municipal Auth Revenue	<u>6,242,427</u>	<u>334,709.17</u>	<u>5,143,631.54</u>	<u>0.00</u>	<u>1,098,794.99</u>	<u>17.60</u>
TOTAL REVENUES	6,242,427	334,709.17	5,143,631.54	0.00	1,098,794.99	17.60
<u>EXPENDITURE SUMMARY</u>						
Municipal Authority	5,142,426	425,573.20	4,807,701.40	11,477.55	323,246.58	6.29
General Government	<u>1,100,000</u>	<u>0.00</u>	<u>690,928.84</u>	<u>0.00</u>	<u>409,071.16</u>	<u>37.19</u>
TOTAL EXPENDITURES	6,242,426	425,573.20	5,498,630.24	11,477.55	732,317.74	11.73
REVENUE OVER/(UNDER) EXPENDITURES	1 (	90,864.03) (	354,998.70) (	11,477.55)	366,477.25	7,725.00

06 -Municipal Authority

% OF YEAR COMPLETED: 91.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Municipal Auth Revenue =====						
<u>Water</u>						
06-00-75300 Water Revenue	<u>3,532,007</u>	<u>224,448.00</u>	<u>3,587,472.07</u>	<u>0.00</u>	(<u>55,465.07</u>)	<u>1.57-</u>
TOTAL Water	3,532,007	224,448.00	3,587,472.07	0.00	(55,465.07)	1.57-
<u>Wastewater</u>						
06-00-75700 Sewer Revenue	341,396	27,571.83	338,939.93	0.00	2,456.07	0.72
06-00-75800 OKC Sewer Charges Revenue	<u>1,039,531</u>	<u>79,063.92</u>	<u>1,041,161.40</u>	<u>0.00</u>	(<u>1,630.40</u>)	<u>0.16-</u>
TOTAL Wastewater	1,380,927	106,635.75	1,380,101.33	0.00	825.67	0.06
<u>Water Taps</u>						
06-00-75900 Water Tap Revenue	<u>26,312</u>	<u>0.00</u>	<u>23,445.00</u>	<u>0.00</u>	<u>2,867.00</u>	<u>10.90</u>
TOTAL Water Taps	26,312	0.00	23,445.00	0.00	2,867.00	10.90
<u>Fines & Forfeits</u>						
06-00-76000 MXU Installation	<u>320</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>320.00</u>	<u>100.00</u>
TOTAL Fines & Forfeits	320	0.00	0.00	0.00	320.00	100.00
<u>Penalties</u>						
06-00-77750 Penalty Charges	<u>14,662</u>	<u>1,022.57</u>	<u>13,657.36</u>	<u>0.00</u>	<u>1,004.64</u>	<u>6.85</u>
TOTAL Penalties	14,662	1,022.57	13,657.36	0.00	1,004.64	6.85
<u>Investment Earnings</u>						
06-00-78200 Interest Income	<u>146,747</u>	<u>2,654.39</u>	<u>116,048.93</u>	<u>0.00</u>	<u>30,698.07</u>	<u>20.92</u>
TOTAL Investment Earnings	146,747	2,654.39	116,048.93	0.00	30,698.07	20.92
<u>Miscellaneous Revenue</u>						
06-00-79100 Misc Income	<u>1,742</u>	(<u>51.54</u>)	<u>22,906.85</u>	<u>0.00</u>	(<u>21,164.85</u>)	<u>1,214.97-</u>
TOTAL Miscellaneous Revenue	1,742	(51.54)	22,906.85	0.00	(21,164.85)	1,214.97-
<u>Fund Balance Carryover</u>						
06-00-79800 Carryover	<u>1,139,710</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,139,709.53</u>	<u>100.00</u>
TOTAL Fund Balance Carryover	<u>1,139,710</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,139,709.53</u>	<u>100.00</u>
TOTAL Municipal Auth Revenue	6,242,427	334,709.17	5,143,631.54	0.00	1,098,794.99	17.60
TOTAL REVENUE	6,242,427	334,709.17	5,143,631.54	0.00	1,098,794.99	17.60

06 -Municipal Authority

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Mun Auth Engineering =====						
<u>Other Services</u>						
Municipal Authority =====						
<u>Personnel Services</u>						
06-12-80100 Salary	717,100	64,153.31	703,871.67	0.00	13,228.28	1.84
06-12-80200 Overtime	9,000	3,471.02	12,607.15	0.00 (	3,607.15)	40.08-
06-12-80300 FICA/Medicare	64,759	5,235.61	55,433.40	0.00	9,325.30	14.40
06-12-80400 Dental Insurance	6,202	568.48	5,839.84	0.00	362.16	5.84
06-12-80500 Health Insurance	102,243	10,327.28	108,070.44	0.00 (	5,827.44)	5.70-
06-12-80600 Workers Comp	20,398	0.00	11,884.68	0.00	8,513.32	41.74
06-12-80700 Unemployment	3,004	0.00	2,891.00	0.00	113.00	3.76
06-12-80800 OMRP Pension	58,064	5,469.96	57,566.38	0.00	497.50	0.86
06-12-80900 Stand by Pay	8,000	750.00	7,425.00	0.00	575.00	7.19
06-12-81100 Uniform Rental	7,500	846.21	9,255.48	0.00 (	1,755.48)	23.41-
06-12-81200 Medical Exams	<u>500</u>	<u>0.00</u>	<u>1,022.00</u>	<u>0.00 (</u>	<u>522.00)</u>	<u>104.40-</u>
TOTAL Personnel Services	996,770	90,821.87	975,867.04	0.00	20,902.49	2.10
<u>Material and Supplies</u>						
06-12-83000 Materials & Supplies	45,000	1,905.99	39,697.99	316.00	4,986.01	11.08
06-12-83200 Office Supplies	2,200	74.89	669.75	0.00	1,530.25	69.56
06-12-83300 Minor Tools	2,000 (	28.74)	501.97	0.00	1,498.03	74.90
06-12-83400 Lab Chemicals	5,000	0.00	4,990.10	3,392.00 (	3,382.10)	67.64-
06-12-83500 Safety Supplies	3,000	746.00	2,382.52	0.00	617.48	20.58
06-12-83700 Misc Supplies	<u>500</u>	<u>0.00</u>	<u>4.35</u>	<u>0.00</u>	<u>495.65</u>	<u>99.13</u>
TOTAL Material and Supplies	57,700	2,698.14	48,246.68	3,708.00	5,745.32	9.96
<u>Other Services</u>						
06-12-84000 Equipment Maintenance	10,000	159.62	12,570.44	7,500.00 (	10,070.44)	100.70-
06-12-84100 Vehicle Maintenance	15,000	3,096.95	27,018.16	269.55 (	12,287.71)	81.92-
06-12-84300 Training & Membership	8,000	350.00	7,706.46	0.00	293.54	3.67
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	53,213.20	0.00 (	13,213.20)	33.03-
06-12-84550 Water Quality Testing	18,000	770.09	6,809.08	0.00	11,190.92	62.17
06-12-84600 Equipment Rental	2,000	0.00	1,565.31	0.00	434.69	21.73
06-12-84650 Lease Agreements	77,212	0.00	46,507.93	0.00	30,704.07	39.77
06-12-84700 Telephone	24,127	2,217.24	21,839.77	0.00	2,287.23	9.48
06-12-84800 Utilities	285,000	18,085.42	259,775.21	0.00	25,224.79	8.85
06-12-84900 Fuel	30,000	0.00	13,842.34	0.00	16,157.66	53.86
06-12-84950 Printing & Processing - Uti	16,000	1,348.09	16,226.37	0.00 (	226.37)	1.41-
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	0.00	21,252.10	0.00	14,760.90	40.99
06-12-87700 OKC Sewer Charges	765,000	76,982.95	762,734.79	0.00	2,265.21	0.30

06 -Municipal Authority

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
06-12-87800 Leasehold Transfer	<u>2,671,678</u>	<u>222,639.83</u>	<u>2,449,038.13</u>	<u>0.00</u>	<u>222,639.87</u>	<u>8.33</u>
TOTAL Other Services	4,011,120	325,650.19	3,713,154.68	7,769.55	290,195.77	7.23
<u>Transfers Out</u>						
06-12-99000 Transfer to CIP (Depreciati	<u>76,836</u>	<u>6,403.00</u>	<u>70,433.00</u>	<u>0.00</u>	<u>6,403.00</u>	<u>8.33</u>
TOTAL Transfers Out	76,836	6,403.00	70,433.00	0.00	6,403.00	8.33
TOTAL Municipal Authority	5,142,426	425,573.20	4,807,701.40	11,477.55	323,246.58	6.29
General Government =====						
<u>Personnel Services</u>						
<u>Transfers Out</u>						
06-13-99900 Transfer out to other funds	<u>1,100,000</u>	<u>0.00</u>	<u>690,928.84</u>	<u>0.00</u>	<u>409,071.16</u>	<u>37.19</u>
TOTAL Transfers Out	1,100,000	0.00	690,928.84	0.00	409,071.16	37.19
TOTAL General Government	1,100,000	0.00	690,928.84	0.00	409,071.16	37.19
TOTAL EXPENDITURES	6,242,426	425,573.20	5,498,630.24	11,477.55	732,317.74	11.73
REVENUE OVER/(UNDER) EXPENDITURES	1 (	90,864.03) (	354,998.70) (	11,477.55)	366,477.25	7,725.00

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MAY 31ST, 2025

07 -General Fund - CIP
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Gen Fund - CIP Revenue	<u>5,666,071</u>	<u>39,711.22</u>	<u>1,037,804.86</u>	<u>0.00</u>	<u>4,628,266.14</u>	<u>81.68</u>
TOTAL REVENUES	5,666,071	39,711.22	1,037,804.86	0.00	4,628,266.14	81.68
<u>EXPENDITURE SUMMARY</u>						
City Manager/Clerk	84,400	0.00	0.00	0.00	84,400.00	100.00
Police Department	882,884	0.00	27,742.11	0.00	855,141.89	96.86
Fire Department	932,383	0.00	663,800.16	0.00	268,582.84	28.81
Streets	160,186	0.00	22,320.72	0.00	137,865.28	86.07
Sanitation	517,393	0.00	295,187.00	0.00	222,206.00	42.95
Parks Department	1,873,253	0.00	600,958.00	1,235,577.83	36,717.17	1.96
Public Works Admin	60,417	47,964.00	65,304.00	0.00 (	4,887.00)	8.09-
General Government	500,000	0.00	0.00	177,285.16	322,714.84	64.54
Code Department	255,234	0.00	0.00	72,950.00	182,284.00	71.42
Risk Manager	86,030	0.00	0.00	0.00	86,030.00	100.00
Information Systems Mgr	<u>313,889</u>	<u>0.00</u>	<u>48,276.65</u>	<u>680.40</u>	<u>264,931.95</u>	<u>84.40</u>
TOTAL EXPENDITURES	5,666,069	47,964.00	1,723,588.64	1,486,493.39	2,455,986.97	43.35
REVENUE OVER/(UNDER) EXPENDITURES	2 (	8,252.78) (	685,783.78) (	1,486,493.39)	2,172,279.17	3,958.50

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MAY 31ST, 2025

07 -General Fund - CIP

% OF YEAR COMPLETED: 91.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Gen Fund - CIP Revenue =====						
<u>Intergovernmental</u>						
07-00-73850 Insurance proceeds	0	0.00	6,885.39	0.00 (	6,885.39)	0.00
07-00-73950 Resale of Property	<u>0</u>	<u>0.00</u>	<u>283,084.85</u>	<u>0.00</u> (	<u>283,084.85)</u>	<u>0.00</u>
TOTAL Intergovernmental	0	0.00	289,970.24	0.00 (	289,970.24)	0.00
<u>Investment Earnings</u>						
07-00-78500 Interest Earnings	<u>0</u>	<u>4,375.14</u>	<u>181,852.58</u>	<u>0.00</u> (	<u>181,852.58)</u>	<u>0.00</u>
TOTAL Investment Earnings	0	4,375.14	181,852.58	0.00 (	181,852.58)	0.00
<u>Fund Balance Carryover</u>						
07-00-79800 Carryover	<u>4,742,038</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>4,742,038.00</u>	<u>100.00</u>
TOTAL Fund Balance Carryover	4,742,038	0.00	0.00	0.00	4,742,038.00	100.00
<u>Transfers</u>						
07-00-79910 Transfers In from other fun	0	0.00	177,285.16	0.00 (	177,285.16)	0.00
07-00-79920 Deprecation Transfers In	<u>924,033</u>	<u>35,336.08</u>	<u>388,696.88</u>	<u>0.00</u>	<u>535,336.12</u>	<u>57.93</u>
TOTAL Transfers	<u>924,033</u>	<u>35,336.08</u>	<u>565,982.04</u>	<u>0.00</u>	<u>358,050.96</u>	<u>38.75</u>
TOTAL Gen Fund - CIP Revenue	5,666,071	39,711.22	1,037,804.86	0.00	4,628,266.14	81.68
TOTAL REVENUE	5,666,071	39,711.22	1,037,804.86	0.00	4,628,266.14	81.68

07 -General Fund - CIP

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
City Manager/Clerk =====						
<u>Capital Projects</u>						
07-02-88200 Capital Imp-Furniture	10,380	0.00	0.00	0.00	10,380.00	100.00
07-02-88400 Capital Imp-Software	37,489	0.00	0.00	0.00	37,489.00	100.00
07-02-88500 Capital Imp-Equipment	<u>36,531</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>36,531.00</u>	<u>100.00</u>
TOTAL Capital Projects	84,400	0.00	0.00	0.00	84,400.00	100.00
TOTAL City Manager/Clerk	84,400	0.00	0.00	0.00	84,400.00	100.00
Municipal Court =====						
<u>Capital Projects</u>						
Police Department =====						
<u>Capital Projects</u>						
07-06-88100 Capital Outlay - Vehicles	619,381	0.00	3,840.95	0.00	615,540.05	99.38
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	<u>22,856</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>22,856.00</u>	<u>100.00</u>
TOTAL Capital Projects	882,884	0.00	27,742.11	0.00	855,141.89	96.86
TOTAL Police Department	882,884	0.00	27,742.11	0.00	855,141.89	96.86
Fire Department =====						
<u>Capital Projects</u>						
07-07-88100 Capital Outlay - Vehicles	262,278	0.00	0.00	0.00	262,278.00	100.00
07-07-88150 FIRE TRUCK RESERVE	397,807	0.00	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	0.00	40,076.09	0.00	24,947.91	38.37
07-07-88600 Capital Imp-Radios	13,701	0.00	3,762.16	0.00	9,938.84	72.54
07-07-88800 Capital Imp-Medical	38,411	0.00	3,364.85	0.00	35,046.15	91.24
07-07-88900 Capital Imp-SCBA	57,610	0.00	0.00	0.00	57,610.00	100.00
07-07-89100 Capital Imp - Fire Hose	<u>20,243</u>	<u>0.00</u>	<u>1,588.00</u>	<u>0.00</u>	<u>18,655.00</u>	<u>92.16</u>
TOTAL Capital Projects	932,383	0.00	663,800.16	0.00	268,582.84	28.81
TOTAL Fire Department	932,383	0.00	663,800.16	0.00	268,582.84	28.81

07 -General Fund - CIP

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Streets						
=====						
<u>Capital Projects</u>						
07-09-88100 Capital Outlay - Vehicles	45,971	0.00	0.00	0.00	45,971.00	100.00
07-09-88500 Capital Imp-Equipment	99,614	0.00	22,320.72	0.00	77,293.28	77.59
07-09-89200 Capital Imp-Monument Entry	<u>14,601</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>14,601.00</u>	<u>100.00</u>
TOTAL Capital Projects	160,186	0.00	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						
=====						
<u>Capital Projects</u>						
07-10-88100 Capital Imp - Vehicles	493,218	0.00	295,187.00	0.00	198,031.00	40.15
07-10-88500 Equipment	<u>24,175</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>24,175.00</u>	<u>100.00</u>
TOTAL Capital Projects	517,393	0.00	295,187.00	0.00	222,206.00	42.95
TOTAL Sanitation	517,393	0.00	295,187.00	0.00	222,206.00	42.95
Parks Department						
=====						
<u>Capital Projects</u>						
07-11-88000 Capital Outlay	1,766,536	0.00	600,958.00	1,235,577.83 (	69,999.83)	3.96-
07-11-88500 Capital Imp-Equipment	<u>106,717</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>106,717.00</u>	<u>100.00</u>
TOTAL Capital Projects	1,873,253	0.00	600,958.00	1,235,577.83	36,717.17	1.96
TOTAL Parks Department	1,873,253	0.00	600,958.00	1,235,577.83	36,717.17	1.96
Public Works Admin						
=====						
<u>Capital Projects</u>						
07-12-88100 Capital Outlay - Vehicles	15,680	47,964.00	47,964.00	0.00 (	32,284.00)	205.89-
07-12-88200 Furniture	32,351	0.00	0.00	0.00	32,351.00	100.00
07-12-88500 Capital Imp-Equipment	<u>12,386</u>	<u>0.00</u>	<u>17,340.00</u>	<u>0.00</u> (	<u>4,954.00</u>)	<u>40.00-</u>
TOTAL Capital Projects	60,417	47,964.00	65,304.00	0.00 (	4,887.00)	8.09-
TOTAL Public Works Admin	60,417	47,964.00	65,304.00	0.00 (	4,887.00)	8.09-

07 -General Fund - CIP

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
General Government =====						
<u>Other Services</u>						
<u>Capital Projects</u>						
07-13-88000 Capital Outlay	500,000	0.00	0.00	177,285.16	322,714.84	64.54
TOTAL Capital Projects	500,000	0.00	0.00	177,285.16	322,714.84	64.54
TOTAL General Government	500,000	0.00	0.00	177,285.16	322,714.84	64.54
Code Department =====						
<u>Capital Projects</u>						
07-14-88100 Capital Outlay - Vehicles	234,284	0.00	0.00	72,950.00	161,334.00	68.86
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	72,950.00	182,284.00	71.42
TOTAL Code Department	255,234	0.00	0.00	72,950.00	182,284.00	71.42
Risk Manager =====						
<u>Capital Projects</u>						
07-15-88100 Capital Outlay - Vehicles	70,639	0.00	0.00	0.00	70,639.00	100.00
07-15-88200 Capital Imp-Furniture	1,604	0.00	0.00	0.00	1,604.00	100.00
07-15-88500 Capital Imp-Equipment	13,787	0.00	0.00	0.00	13,787.00	100.00
TOTAL Capital Projects	86,030	0.00	0.00	0.00	86,030.00	100.00
TOTAL Risk Manager	86,030	0.00	0.00	0.00	86,030.00	100.00
Information Systems Mgr =====						
<u>Capital Projects</u>						
07-16-88000 Building	23,000	0.00	0.00	0.00	23,000.00	100.00
07-16-88200 Capital Imp-Furniture	11,986	0.00	5,472.86	0.00	6,513.14	54.34
07-16-88300 Capital Imp-Computers	67,059	0.00	32,944.14	0.00	34,114.86	50.87
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	9,859.65	680.40	187,595.95	94.68
07-16-88600 Radios	1,191	0.00	0.00	0.00	1,191.00	100.00
TOTAL Capital Projects	313,889	0.00	48,276.65	680.40	264,931.95	84.40
TOTAL Information Systems Mgr	313,889	0.00	48,276.65	680.40	264,931.95	84.40

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MAY 31ST, 2025

07 -General Fund - CIP

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
TOTAL EXPENDITURES	5,666,069	47,964.00	1,723,588.64	1,486,493.39	2,455,986.97	43.35
REVENUE OVER/ (UNDER) EXPENDITURES	2 (	8,252.78) (	685,783.78) (	1,486,493.39)	2,172,279.17	3,958.50

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MAY 31ST, 2025

08 -Sinking Fund
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Undesignated	<u>6,493,638</u>	<u>53,291.67</u>	<u>6,246,885.20</u>	<u>0.00</u>	<u>246,752.80</u>	<u>3.80</u>
TOTAL REVENUES	6,493,638	53,291.67	6,246,885.20	0.00	246,752.80	3.80
<u>EXPENDITURE SUMMARY</u>						
General Government	<u>6,493,638</u>	<u>604.73</u>	<u>530,960.53</u>	<u>0.00</u>	<u>5,962,677.47</u>	<u>91.82</u>
TOTAL EXPENDITURES	6,493,638	604.73	530,960.53	0.00	5,962,677.47	91.82
REVENUE OVER/ (UNDER) EXPENDITURES	0	52,686.94	5,715,924.67	0.00 (	5,715,924.67)	0.00

08 -Sinking Fund

% OF YEAR COMPLETED: 91.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Undesignated =====						
<u>Property Tax Spec Purpos</u>						
08-00-71650 Ad Valorem Tax Revenue	<u>6,393,638</u>	<u>42,729.59</u>	<u>6,192,626.61</u>	<u>0.00</u>	<u>201,011.39</u>	<u>3.14</u>
TOTAL Property Tax Spec Purpos	6,393,638	42,729.59	6,192,626.61	0.00	201,011.39	3.14
<u>Investment Earnings</u>						
08-00-78500 Interest Earned	<u>40,000</u>	<u>10,562.08</u>	<u>54,258.59</u>	<u>0.00</u>	(<u>14,258.59</u>)	<u>35.65-</u>
TOTAL Investment Earnings	40,000	10,562.08	54,258.59	0.00	(14,258.59)	35.65-
<u>Miscellaneous Revenue</u>						
<u>Fund Balance Carryover</u>						
08-00-79800 Carryover	<u>60,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>60,000.00</u>	<u>100.00</u>
TOTAL Fund Balance Carryover	<u>60,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>60,000.00</u>	<u>100.00</u>
TOTAL Undesignated	6,493,638	53,291.67	6,246,885.20	0.00	246,752.80	3.80
TOTAL REVENUE	6,493,638	53,291.67	6,246,885.20	0.00	246,752.80	3.80

08 -Sinking Fund

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
General Government =====						
<u>Other Services</u>						
08-13-85400 Bank Charges	850	604.73	2,891.78	0.00	(2,041.78)	240.21-
TOTAL Other Services	850	604.73	2,891.78	0.00	(2,041.78)	240.21-
<u>Capital Projects</u>						
08-13-91000 Principle Payments - GO Bon	4,910,000	0.00	0.00	0.00	4,910,000.00	100.00
08-13-92000 Interest Payments on GO Bon	1,579,938	0.00	526,718.75	0.00	1,053,219.25	66.66
08-13-93000 Fiscal Charges - Trustee	2,850	0.00	1,350.00	0.00	1,500.00	52.63
TOTAL Capital Projects	6,492,788	0.00	528,068.75	0.00	5,964,719.25	91.87
TOTAL General Government	6,493,638	604.73	530,960.53	0.00	5,962,677.47	91.82
TOTAL EXPENDITURES	6,493,638	604.73	530,960.53	0.00	5,962,677.47	91.82
REVENUE OVER/(UNDER) EXPENDITURES	0	52,686.94	5,715,924.67	0.00	(5,715,924.67)	0.00

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MAY 31ST, 2025

09 -Meter Deposits
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MAY 31ST, 2025

09 -Meter Deposits

% OF YEAR COMPLETED: 91.67

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

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MAY 31ST, 2025

10 -911 Fund
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
911 Fund Revenues	<u>97,776</u>	<u>2,276.65</u>	<u>24,493.16</u>	<u>0.00</u>	<u>73,282.84</u>	<u>74.95</u>
TOTAL REVENUES	97,776	2,276.65	24,493.16	0.00	73,282.84	74.95
<u>EXPENDITURE SUMMARY</u>						
911 Association	<u>97,776</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>97,776.00</u>	<u>100.00</u>
TOTAL EXPENDITURES	97,776	0.00	0.00	0.00	97,776.00	100.00
REVENUE OVER/ (UNDER) EXPENDITURES	0	2,276.65	24,493.16	0.00 (	24,493.16)	0.00

10 -911 Fund

% OF YEAR COMPLETED: 91.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
911 Fund Revenues =====						
<u>Property Tax Spec Purpos</u>						
10-00-71800 911 ASSOCIATION	<u>8,000</u>	<u>1,888.92</u>	<u>20,382.08</u>	<u>0.00</u>	(<u>12,382.08</u>)	<u>154.78-</u>
TOTAL Property Tax Spec Purpos	8,000	1,888.92	20,382.08	0.00	(12,382.08)	154.78-
<u>Investment Earnings</u>						
10-00-78500 Interest Income	<u>3,776</u>	<u>387.73</u>	<u>4,111.08</u>	<u>0.00</u>	(<u>335.08</u>)	<u>8.87-</u>
TOTAL Investment Earnings	3,776	387.73	4,111.08	0.00	(335.08)	8.87-
<u>Fund Balance Carryover</u>						
10-00-79800 Carryover	<u>86,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>86,000.00</u>	<u>100.00</u>
TOTAL Fund Balance Carryover	<u>86,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>86,000.00</u>	<u>100.00</u>
TOTAL 911 Fund Revenues	97,776	2,276.65	24,493.16	0.00	73,282.84	74.95
TOTAL REVENUE	97,776	2,276.65	24,493.16	0.00	73,282.84	74.95

10 -911 Fund

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
General Government =====						
Material and Supplies	_____	_____	_____	_____	_____	_____
Other Services	_____	_____	_____	_____	_____	_____
911 Association =====						
Other Services						
10-26-85800 Contingency	<u>97,776</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>97,776.00</u>	<u>100.00</u>
TOTAL Other Services	97,776	0.00	0.00	0.00	97,776.00	100.00
TOTAL 911 Association	97,776	0.00	0.00	0.00	97,776.00	100.00
TOTAL EXPENDITURES	97,776	0.00	0.00	0.00	97,776.00	100.00
REVENUE OVER/(UNDER) EXPENDITURES	0	2,276.65	24,493.16	0.00 (	24,493.16)	0.00

11 -Impound Fee Police Fund
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Impound Fee Fund	<u>48,919</u>	<u>957.46</u>	<u>11,705.97</u>	<u>0.00</u>	<u>37,213.03</u>	<u>76.07</u>
TOTAL REVENUES	48,919	957.46	11,705.97	0.00	37,213.03	76.07
<u>EXPENDITURE SUMMARY</u>						
Police Dept	<u>48,919</u>	<u>0.00</u>	<u>8,172.62</u>	<u>0.00</u>	<u>40,746.38</u>	<u>83.29</u>
TOTAL EXPENDITURES	48,919	0.00	8,172.62	0.00	40,746.38	83.29
REVENUE OVER/ (UNDER) EXPENDITURES	0	957.46	3,533.35	0.00 (	3,533.35)	0.00

11 -Impound Fee Police Fund

% OF YEAR COMPLETED: 91.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Impound Fee Fund =====						
<u>Fines & Forfeits</u>						
11-00-76350 Police Impound Fees	<u>6,080</u>	<u>800.00</u>	<u>9,800.00</u>	<u>0.00</u>	(<u>3,720.00</u>)	<u>61.18-</u>
TOTAL Fines & Forfeits	6,080	800.00	9,800.00	0.00	(3,720.00)	61.18-
<u>Investment Earnings</u>						
11-00-78500 Interest Income	<u>1,839</u>	<u>157.46</u>	<u>1,905.97</u>	<u>0.00</u>	(<u>66.97</u>)	<u>3.64-</u>
TOTAL Investment Earnings	1,839	157.46	1,905.97	0.00	(66.97)	3.64-
<u>Fund Balance Carryover</u>						
11-00-79800 Carryover	<u>41,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>41,000.00</u>	<u>100.00</u>
TOTAL Fund Balance Carryover	<u>41,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>41,000.00</u>	<u>100.00</u>
TOTAL Impound Fee Fund	48,919	957.46	11,705.97	0.00	37,213.03	76.07
TOTAL REVENUE	48,919	957.46	11,705.97	0.00	37,213.03	76.07

11 -Impound Fee Police Fund

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Police Dept =====						
<u>Material and Supplies</u>						
<u>Other Services</u>						
11-06-84000 Equipment Maintenance	5,000	0.00	8,172.62	0.00 (	3,172.62)	63.45-
11-06-86850 Software Maintenance	4,000	0.00	0.00	0.00	4,000.00	100.00
11-06-86875 Maintenance - Auto Lic Read	<u>39,919</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>39,919.00</u>	<u>100.00</u>
TOTAL Other Services	48,919	0.00	8,172.62	0.00	40,746.38	83.29
TOTAL Police Dept	48,919	0.00	8,172.62	0.00	40,746.38	83.29
TOTAL EXPENDITURES	48,919	0.00	8,172.62	0.00	40,746.38	83.29
REVENUE OVER/(UNDER) EXPENDITURES	0	957.46	3,533.35	0.00 (	3,533.35)	0.00

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MAY 31ST, 2025

13 -Municipal Authority - CIP
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
NHMA CIP - Revenues	<u>2,441,356</u>	<u>10,770.13</u>	<u>807,929.92</u>	<u>0.00</u>	<u>1,633,426.08</u>	<u>66.91</u>
TOTAL REVENUES	2,441,356	10,770.13	807,929.92	0.00	1,633,426.08	66.91
<u>EXPENDITURE SUMMARY</u>						
General Government	2,406,425	3,053.49	73,213.21	620,061.69	1,713,150.10	71.19
Information Systems	<u>34,931</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>34,931.00</u>	<u>100.00</u>
TOTAL EXPENDITURES	2,441,356	3,053.49	73,213.21	620,061.69	1,748,081.10	71.60
REVENUE OVER/(UNDER) EXPENDITURES	0	7,716.64	734,716.71 (	620,061.69) (	114,655.02)	0.00

13 -Municipal Authority - CIP

% OF YEAR COMPLETED: 91.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
NHMA CIP - Revenues =====						
<u>Intergovernmental</u>						
13-00-73850 Insurance Proceeds - etal	0	0.00	1,491.29	0.00	(1,491.29)	0.00
TOTAL Intergovernmental	0	0.00	1,491.29	0.00	(1,491.29)	0.00
<u>Investment Earnings</u>						
13-00-78500 Interest	0	4,367.13	45,076.79	0.00	(45,076.79)	0.00
TOTAL Investment Earnings	0	4,367.13	45,076.79	0.00	(45,076.79)	0.00
<u>Fund Balance Carryover</u>						
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
<u>Transfers</u>						
13-00-79910 Transfers In from other fun	0	0.00	690,928.84	0.00	(690,928.84)	0.00
13-00-79920 Deprecation Transfers In	1,176,836	6,403.00	70,433.00	0.00	1,106,403.00	94.02
TOTAL Transfers	1,176,836	6,403.00	761,361.84	0.00	415,474.16	35.30
TOTAL NHMA CIP - Revenues	2,441,356	10,770.13	807,929.92	0.00	1,633,426.08	66.91
TOTAL REVENUE	2,441,356	10,770.13	807,929.92	0.00	1,633,426.08	66.91

13 -Municipal Authority - CIP

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
General Government						
=====						
<u>Capital Projects</u>						
13-12-88100 Vehicles	144,669	0.00	0.00	0.00	144,669.00	100.00
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	707.43	70,867.15	620,061.69	533,367.16	43.57
13-12-88600 Capital Imp - Radios/Commun	8,283	2,346.06	2,346.06	0.00	5,936.94	71.68
13-12-89200 Capital Imp-Water Wells	788,049	0.00	0.00	0.00	788,049.00	100.00
13-12-89300 Capital Imp-Paint Water Tow	<u>165,858</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>165,858.00</u>	<u>100.00</u>
TOTAL Capital Projects	2,406,425	3,053.49	73,213.21	620,061.69	1,713,150.10	71.19
TOTAL General Government	2,406,425	3,053.49	73,213.21	620,061.69	1,713,150.10	71.19
Information Systems						
=====						
<u>Capital Projects</u>						
13-16-88300 Capital Outlay - Computers	<u>34,931</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>34,931.00</u>	<u>100.00</u>
TOTAL Capital Projects	34,931	0.00	0.00	0.00	34,931.00	100.00
TOTAL Information Systems	34,931	0.00	0.00	0.00	34,931.00	100.00
TOTAL EXPENDITURES	2,441,356	3,053.49	73,213.21	620,061.69	1,748,081.10	71.60
REVENUE OVER/(UNDER) EXPENDITURES	0	7,716.64	734,716.71 (	620,061.69) (	114,655.02)	0.00

14 -Water Impact Fees Fund
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Water Impact Fee	<u>182,653</u>	<u>592.60</u>	<u>14,716.89</u>	<u>0.00</u>	<u>167,936.11</u>	<u>91.94</u>
TOTAL REVENUES	182,653	592.60	14,716.89	0.00	167,936.11	91.94
<u>EXPENDITURE SUMMARY</u>						
Water Impact Fee	<u>182,653</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>182,653.00</u>	<u>100.00</u>
TOTAL EXPENDITURES	182,653	0.00	0.00	0.00	182,653.00	100.00
REVENUE OVER/ (UNDER) EXPENDITURES	0	592.60	14,716.89	0.00 (	14,716.89)	0.00

14 -Water Impact Fees Fund

% OF YEAR COMPLETED: 91.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Water Impact Fee =====						
<u>Water</u>						
14-00-75350 Water Capacity Charges	<u>15,282</u>	<u>0.00</u>	<u>7,965.00</u>	<u>0.00</u>	<u>7,317.00</u>	<u>47.88</u>
TOTAL Water	15,282	0.00	7,965.00	0.00	7,317.00	47.88
<u>Investment Earnings</u>						
14-00-78500 Interest Income	<u>7,371</u>	<u>592.60</u>	<u>6,751.89</u>	<u>0.00</u>	<u>619.11</u>	<u>8.40</u>
TOTAL Investment Earnings	7,371	592.60	6,751.89	0.00	619.11	8.40
<u>Fund Balance Carryover</u>						
14-00-79800 Fund Balance Carryover	<u>160,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>160,000.00</u>	<u>100.00</u>
TOTAL Fund Balance Carryover	<u>160,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>160,000.00</u>	<u>100.00</u>
TOTAL Water Impact Fee	182,653	592.60	14,716.89	0.00	167,936.11	91.94
TOTAL REVENUE	182,653	592.60	14,716.89	0.00	167,936.11	91.94

14 -Water Impact Fees Fund

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Water Impact Fee =====						
<u>Material and Supplies</u>	_____	_____	_____	_____	_____	_____
<u>Other Services</u>	_____	_____	_____	_____	_____	_____
<u>Capital Projects</u>						
14-22-89900 Capital - Water System	<u>182,653</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>182,653.00</u>	<u>100.00</u>
TOTAL Capital Projects	182,653	0.00	0.00	0.00	182,653.00	100.00
TOTAL Water Impact Fee	182,653	0.00	0.00	0.00	182,653.00	100.00
TOTAL EXPENDITURES	182,653	0.00	0.00	0.00	182,653.00	100.00
REVENUE OVER/(UNDER) EXPENDITURES	0	592.60	14,716.89	0.00 (	14,716.89)	0.00

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MAY 31ST, 2025

15 -Sewer Impact Fee Fund
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Sewer Impact Fee	<u>135,713</u>	<u>431.84</u>	<u>13,144.33</u>	<u>0.00</u>	<u>122,568.67</u>	<u>90.31</u>
TOTAL REVENUES	135,713	431.84	13,144.33	0.00	122,568.67	90.31
<u>EXPENDITURE SUMMARY</u>						
Sewer Impact Fee	<u>135,713</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>135,713.00</u>	<u>100.00</u>
TOTAL EXPENDITURES	135,713	0.00	0.00	0.00	135,713.00	100.00
REVENUE OVER/ (UNDER) EXPENDITURES	0	431.84	13,144.33	0.00 (	13,144.33)	0.00

15 -Sewer Impact Fee Fund

% OF YEAR COMPLETED: 91.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Sewer Impact Fee =====						
<u>Wastewater</u>						
15-00-75750 Sewer Capacity Charges	17,499	0.00	8,290.00	0.00	9,209.00	52.63
TOTAL Wastewater	17,499	0.00	8,290.00	0.00	9,209.00	52.63
<u>Investment Earnings</u>						
15-00-78500 Interest Income	5,114	431.84	4,854.33	0.00	259.67	5.08
TOTAL Investment Earnings	5,114	431.84	4,854.33	0.00	259.67	5.08
<u>Fund Balance Carryover</u>						
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	431.84	13,144.33	0.00	122,568.67	90.31
TOTAL REVENUE	135,713	431.84	13,144.33	0.00	122,568.67	90.31

15 -Sewer Impact Fee Fund

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Sewer Impact Fee =====						
<u>Material and Supplies</u>	_____	_____	_____	_____	_____	_____
<u>Other Services</u>	_____	_____	_____	_____	_____	_____
<u>Capital Projects</u>						
15-23-89900 Capital - Sewer System	<u>135,713</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>135,713.00</u>	<u>100.00</u>
TOTAL 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	431.84	13,144.33	0.00 (	13,144.33)	0.00

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MAY 31ST, 2025

17 -Drainage Fee Fund
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Revenues	<u>358,042</u>	<u>6,681.04</u>	<u>72,988.55</u>	<u>0.00</u>	<u>285,053.45</u>	<u>79.61</u>
TOTAL REVENUES	358,042	6,681.04	72,988.55	0.00	285,053.45	79.61
<u>EXPENDITURE SUMMARY</u>						
Drainage	<u>358,042</u>	<u>0.00</u>	<u>0.00</u>	<u>23,400.00</u>	<u>334,642.00</u>	<u>93.46</u>
TOTAL EXPENDITURES	358,042	0.00	0.00	23,400.00	334,642.00	93.46
REVENUE OVER/ (UNDER) EXPENDITURES	0	6,681.04	72,988.55 (	23,400.00) (	49,588.55)	0.00

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MAY 31ST, 2025

17 -Drainage Fee Fund

% OF YEAR COMPLETED: 91.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Revenues						
=====						
<u>Water</u>						
17-00-75370 Drainage Fee	<u>62,059</u>	<u>5,462.86</u>	<u>59,971.76</u>	<u>0.00</u>	<u>2,087.24</u>	<u>3.36</u>
TOTAL Water	62,059	5,462.86	59,971.76	0.00	2,087.24	3.36
<u>Investment Earnings</u>						
17-00-78500 Interest Income	<u>11,983</u>	<u>1,218.18</u>	<u>13,016.79</u>	<u>0.00</u>	<u>(1,033.79)</u>	<u>8.63-</u>
TOTAL Investment Earnings	11,983	1,218.18	13,016.79	0.00	(1,033.79)	8.63-
<u>Fund Balance Carryover</u>						
17-00-79800 Fund Balance Carryover	<u>284,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>284,000.00</u>	<u>100.00</u>
TOTAL Fund Balance Carryover	<u>284,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>284,000.00</u>	<u>100.00</u>
TOTAL Revenues	358,042	6,681.04	72,988.55	0.00	285,053.45	79.61
TOTAL REVENUE	358,042	6,681.04	72,988.55	0.00	285,053.45	79.61

17 -Drainage Fee Fund

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Drainage =====						
Capital Projects						
17-24-89900 Drainage Capital	<u>358,042</u>	<u>0.00</u>	<u>0.00</u>	<u>23,400.00</u>	<u>334,642.00</u>	<u>93.46</u>
TOTAL Capital Projects	358,042	0.00	0.00	23,400.00	334,642.00	93.46
TOTAL Drainage	358,042	0.00	0.00	23,400.00	334,642.00	93.46
TOTAL EXPENDITURES	358,042	0.00	0.00	23,400.00	334,642.00	93.46
REVENUE OVER/ (UNDER) EXPENDITURES	0	6,681.04	72,988.55 (	23,400.00) (	49,588.55)	0.00

18 -Health Insurance Fund
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Revenues	<u>1,107,193</u>	<u>95,091.89</u>	<u>1,060,605.18</u>	<u>0.00</u>	<u>46,587.82</u>	<u>4.21</u>
TOTAL REVENUES	1,107,193	95,091.89	1,060,605.18	0.00	46,587.82	4.21
<u>EXPENDITURE SUMMARY</u>						
Revenues	2,600	0.00	263.06	0.00	2,336.94	89.88
Expenses	<u>1,104,593</u>	<u>223,287.84</u>	<u>1,535,344.66</u>	<u>0.00</u>	<u>(430,751.66)</u>	<u>39.00-</u>
TOTAL EXPENDITURES	1,107,193	223,287.84	1,535,607.72	0.00 (	428,414.72)	38.69-
REVENUE OVER/(UNDER) EXPENDITURES	0 (	128,195.95) (	475,002.54)	0.00	475,002.54	0.00

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MAY 31ST, 2025

18 -Health Insurance Fund

% OF YEAR COMPLETED: 91.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Revenues						
=====						
<u>Investment Earnings</u>						
18-00-78500 Interest Income	14,195	0.00	3,119.88	0.00	11,075.12	78.02
TOTAL Investment Earnings	14,195	0.00	3,119.88	0.00	11,075.12	78.02
<u>Miscellaneous Revenue</u>						
18-00-79550 Misc. Income	5,000	308.45	33,439.55	0.00	(28,439.55)	568.79-
TOTAL Miscellaneous Revenue	5,000	308.45	33,439.55	0.00	(28,439.55)	568.79-
<u>Fund Balance Carryover</u>						
18-00-79805 Premium Revenue	1,087,998	94,783.44	1,024,045.75	0.00	63,952.25	5.88
TOTAL Fund Balance Carryover	1,087,998	94,783.44	1,024,045.75	0.00	63,952.25	5.88
TOTAL Revenues	1,107,193	95,091.89	1,060,605.18	0.00	46,587.82	4.21
TOTAL REVENUE	1,107,193	95,091.89	1,060,605.18	0.00	46,587.82	4.21

18 -Health Insurance Fund

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Revenues =====						
<u>Other Services</u>						
18-00-85400 Bank Charges	<u>2,600</u>	<u>0.00</u>	<u>263.06</u>	<u>0.00</u>	<u>2,336.94</u>	<u>89.88</u>
TOTAL Other Services	2,600	0.00	263.06	0.00	2,336.94	89.88
TOTAL Revenues	2,600	0.00	263.06	0.00	2,336.94	89.88
Expenses =====						
<u>Personnel Services</u>						
18-13-80510 Premium Expense	160,000	12,792.01	142,077.74	0.00	17,922.26	11.20
18-13-80520 Health Insurance Claims	413,989	174,917.23	767,160.75	0.00 (	353,171.75)	85.31-
18-13-80525 Pharmacy Claims	410,604	25,802.35	514,456.99	0.00 (	103,852.99)	25.29-
18-13-80530 Adminstration Cost	<u>120,000</u>	<u>9,776.25</u>	<u>111,649.18</u>	<u>0.00</u>	<u>8,350.82</u>	<u>6.96</u>
TOTAL Personnel Services	1,104,593	223,287.84	1,535,344.66	0.00 (	430,751.66)	39.00-
TOTAL Expenses	1,104,593	223,287.84	1,535,344.66	0.00 (	430,751.66)	39.00-
TOTAL EXPENDITURES	1,107,193	223,287.84	1,535,607.72	0.00 (	428,414.72)	38.69-
REVENUE OVER/(UNDER) EXPENDITURES	0 (	128,195.95) (	475,002.54)	0.00	475,002.54	0.00

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MAY 31ST, 2025

20 -Designated Funds-Parks
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Revenues	<u>1,449,766</u>	<u>4,281.37</u>	<u>766,185.80</u>	<u>0.00</u>	<u>683,580.20</u>	<u>47.15</u>
TOTAL REVENUES	1,449,766	4,281.37	766,185.80	0.00	683,580.20	47.15
<u>EXPENDITURE SUMMARY</u>						
Parks Donations	<u>1,449,766</u>	<u>0.00</u>	<u>119,326.63</u>	<u>894,740.26</u>	<u>435,699.11</u>	<u>30.05</u>
TOTAL EXPENDITURES	1,449,766	0.00	119,326.63	894,740.26	435,699.11	30.05
REVENUE OVER/ (UNDER) EXPENDITURES	0	4,281.37	646,859.17 (	894,740.26)	247,881.09	0.00

20 -Designated Funds-Parks

% OF YEAR COMPLETED: 91.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Revenues =====						
<u>Investment Earnings</u>						
20-00-78500 Interest Income	<u>19,766</u>	<u>4,281.37</u>	<u>37,213.85</u>	<u>0.00</u>	(<u>17,447.85</u>)	<u>88.27-</u>
TOTAL Investment Earnings	19,766	4,281.37	37,213.85	0.00	(17,447.85)	88.27-
<u>Miscellaneous Revenue</u>						
20-00-79520 Donations - Parks	<u>500,000</u>	<u>0.00</u>	<u>728,971.95</u>	<u>0.00</u>	(<u>228,971.95</u>)	<u>45.79-</u>
TOTAL Miscellaneous Revenue	500,000	0.00	728,971.95	0.00	(228,971.95)	45.79-
<u>Fund Balance Carryover</u>						
20-00-79820 Carryover - Parks	<u>630,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>630,000.00</u>	<u>100.00</u>
TOTAL Fund Balance Carryover	630,000	0.00	0.00	0.00	630,000.00	100.00
<u>Transfers</u>						
20-00-79920 Transfer In	<u>300,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>300,000.00</u>	<u>100.00</u>
TOTAL Transfers	<u>300,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>300,000.00</u>	<u>100.00</u>
TOTAL Revenues	1,449,766	4,281.37	766,185.80	0.00	683,580.20	47.15
TOTAL REVENUE	1,449,766	4,281.37	766,185.80	0.00	683,580.20	47.15

20 -Designated Funds-Parks

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Parks Donations =====						
<u>Material and Supplies</u>						
20-11-83900 Other Services & Charges	25,000	0.00	3,606.63	0.00	21,393.37	85.57
20-11-83975 Contingency	<u>41,918</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>41,918.00</u>	<u>100.00</u>
TOTAL Material and Supplies	66,918	0.00	3,606.63	0.00	63,311.37	94.61
<u>Capital Projects</u>						
20-11-88000 Capital Outlay	322,278	0.00	550.00	0.00	321,728.00	99.83
20-11-88600 Redbud Park	<u>1,060,570</u>	<u>0.00</u>	<u>115,170.00</u>	<u>894,740.26</u>	<u>50,659.74</u>	<u>4.78</u>
TOTAL Capital Projects	1,382,848	0.00	115,720.00	894,740.26	372,387.74	26.93
TOTAL Parks Donations	1,449,766	0.00	119,326.63	894,740.26	435,699.11	30.05
TOTAL EXPENDITURES	1,449,766	0.00	119,326.63	894,740.26	435,699.11	30.05
REVENUE OVER/(UNDER) EXPENDITURES	0	4,281.37	646,859.17 (	894,740.26)	247,881.09	0.00

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MAY 31ST, 2025

80 -General Obligation Bonds
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Int Earned/Misc Receipts	<u>0</u>	<u>8,940.79</u>	<u>7,827,350.97</u>	<u>0.00</u>	<u>(7,827,350.97)</u>	<u>0.00</u>
TOTAL REVENUES	0	8,940.79	7,827,350.97	0.00	(7,827,350.97)	0.00
<u>EXPENDITURE SUMMARY</u>						
2020 GO Bond	0	0.00	9,783.37	0.00	(9,783.37)	0.00
2021 GO Bond	0	30,715.24	1,114,508.41	461,441.86	(1,575,950.27)	0.00
2022 GO Bond	0	6,056.55	1,467,269.97	498,265.25	(1,965,535.22)	0.00
2023 GO Bond	0	34,614.78	3,158,981.98	1,530,558.93	(4,689,540.91)	0.00
2024 GO Bond	0	256,132.39	2,085,711.91	1,548,907.96	(3,634,619.87)	0.00
2025 GO Bond	<u>0</u>	<u>119.23</u>	<u>767,524.79</u>	<u>0.00</u>	<u>(767,524.79)</u>	<u>0.00</u>
TOTAL EXPENDITURES	0	327,638.19	8,603,780.43	4,039,174.00	(12,642,954.43)	0.00
REVENUE OVER/ (UNDER) EXPENDITURES	0	(318,697.40)	(776,429.46)	(4,039,174.00)	4,815,603.46	0.00

80 -General Obligation Bonds

% OF YEAR COMPLETED: 91.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Int Earned/Misc Receipts =====						
<u>Intergovernmental</u>						
<u>Investment Earnings</u>						
80-00-78525 Proceeds from Sale of Bonds	0	0.00	7,000,000.00	0.00 (	7,000,000.00)	0.00
80-00-78530 Premium on issuance of debt	<u>0</u>	<u>0.00</u>	<u>256,300.40</u>	<u>0.00</u> (	<u>256,300.40)</u>	<u>0.00</u>
TOTAL Investment Earnings	0	0.00	7,256,300.40	0.00 (	7,256,300.40)	0.00
<u>Miscellaneous Revenue</u>						
80-00-79091 Interest Income 2021 GO Bon	0	1,627.32	71,165.07	0.00 (	71,165.07)	0.00
80-00-79092 Interest Income 2022 GO	0	1,663.66	78,679.97	0.00 (	78,679.97)	0.00
80-00-79093 Interest Income 2023 GO Bon	0	1,639.84	203,253.75	0.00 (	203,253.75)	0.00
80-00-79094 Interest Income 2024 GO Bon	0	3,167.57	204,603.66	0.00 (	204,603.66)	0.00
80-00-79095 Interest Income 2025 GO Bon	<u>0</u>	<u>842.40</u>	<u>13,348.12</u>	<u>0.00</u> (	<u>13,348.12)</u>	<u>0.00</u>
TOTAL Miscellaneous Revenue	0	8,940.79	571,050.57	0.00 (	571,050.57)	0.00
<u>Fund Balance Carryover</u>						
TOTAL Int Earned/Misc Receipts	<u>0</u>	<u>8,940.79</u>	<u>7,827,350.97</u>	<u>0.00</u> (	<u>7,827,350.97)</u>	<u>0.00</u>
TOTAL REVENUE	0	8,940.79	7,827,350.97	0.00 (	7,827,350.97)	0.00

80 -General Obligation Bonds

% OF YEAR COMPLETED: 91.67

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

80 -General Obligation Bonds

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>Transfers Out</u>						
2019 GO Bond =====						
<u>Other Services</u>						
<u>Capital Projects</u>						
<u>Transfers Out</u>						
2020 GO Bond =====						
<u>Other Services</u>						
<u>Capital Projects</u>						
80-90-98950 Traffic Controls	0	0.00	9,783.37	0.00	(9,783.37)	0.00
TOTAL Capital Projects	0	0.00	9,783.37	0.00	(9,783.37)	0.00
<u>Transfers Out</u>						
TOTAL 2020 GO Bond	0	0.00	9,783.37	0.00	(9,783.37)	0.00
2021 GO Bond =====						
<u>Other Services</u>						
80-91-85400 Bank Charges	0	101.61	1,103.47	0.00	(1,103.47)	0.00
TOTAL Other Services	0	101.61	1,103.47	0.00	(1,103.47)	0.00
<u>Capital Projects</u>						
80-91-98550 Water Projects	0	0.00	1,070,313.18	4,333.45	(1,074,646.63)	0.00
80-91-98950 Parks	0	30,613.63	37,196.63	229,953.79	(267,150.42)	0.00
TOTAL Capital Projects	0	30,613.63	1,107,509.81	234,287.24	(1,341,797.05)	0.00
<u>Transfers Out</u>						
80-91-99800 Other Expense paid from int	0	0.00	5,895.13	227,154.62	(233,049.75)	0.00
TOTAL Transfers Out	0	0.00	5,895.13	227,154.62	(233,049.75)	0.00
TOTAL 2021 GO Bond	0	30,715.24	1,114,508.41	461,441.86	(1,575,950.27)	0.00

80 -General Obligation Bonds

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
2022 GO Bond						
=====						
<u>Other Services</u>						
80-92-85400 Bank Charges	<u>0</u>	<u>97.80</u>	<u>2,251.44</u>	<u>0.00</u>	(<u>2,251.44</u>)	<u>0.00</u>
TOTAL Other Services	0	97.80	2,251.44	0.00	(2,251.44)	0.00
<u>Capital Projects</u>						
80-92-97550 Paving Projects	0	0.00	11,032.28	0.00	(11,032.28)	0.00
80-92-98550 Water Projects	0	5,958.75	1,299,693.58	359,910.76	(1,659,604.34)	0.00
80-92-98750 Sanitary Sewer Projects	<u>0</u>	<u>0.00</u>	<u>116,436.00</u>	<u>54,695.96</u>	(<u>171,131.96</u>)	<u>0.00</u>
TOTAL Capital Projects	0	5,958.75	1,427,161.86	414,606.72	(1,841,768.58)	0.00
<u>Transfers Out</u>						
80-92-99450 Technology	0	0.00	16,490.17	3,793.33	(20,283.50)	0.00
80-92-99800 Expenses paid from Interest	<u>0</u>	<u>0.00</u>	<u>21,366.50</u>	<u>79,865.20</u>	(<u>101,231.70</u>)	<u>0.00</u>
TOTAL Transfers Out	0	0.00	37,856.67	83,658.53	(121,515.20)	0.00
TOTAL 2022 GO Bond	0	6,056.55	1,467,269.97	498,265.25	(1,965,535.22)	0.00
2023 GO Bond						
=====						
<u>Other Services</u>						
80-93-85400 Bank Charges	<u>0</u>	<u>77.09</u>	<u>1,664.23</u>	<u>0.00</u>	(<u>1,664.23</u>)	<u>0.00</u>
TOTAL Other Services	0	77.09	1,664.23	0.00	(1,664.23)	0.00
<u>Capital Projects</u>						
80-93-96550 Public Works Facility	0	4,788.96	27,421.35	79,416.92	(106,838.27)	0.00
80-93-97550 Paving Projects	0	18,743.98	2,396,680.15	133,092.71	(2,529,772.86)	0.00
80-93-98550 Water Projects	0	7,779.75	540,506.77	756,572.58	(1,297,079.35)	0.00
80-93-98950 Park Projects	<u>0</u>	<u>0.00</u>	<u>91,569.00</u>	<u>29,755.79</u>	(<u>121,324.79</u>)	<u>0.00</u>
TOTAL Capital Projects	0	31,312.69	3,056,177.27	998,838.00	(4,055,015.27)	0.00
<u>Transfers Out</u>						
80-93-99450 Technology Projects	0	187.50	26,404.72	50,727.80	(77,132.52)	0.00
80-93-99700 Fire Projects	0	0.00	71,698.26	0.00	(71,698.26)	0.00
80-93-99800 Other expenses paid from in	<u>0</u>	<u>3,037.50</u>	<u>3,037.50</u>	<u>480,993.13</u>	(<u>484,030.63</u>)	<u>0.00</u>
TOTAL Transfers Out	0	3,225.00	101,140.48	531,720.93	(632,861.41)	0.00
TOTAL 2023 GO Bond	0	34,614.78	3,158,981.98	1,530,558.93	(4,689,540.91)	0.00

80 -General Obligation Bonds

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
2024 GO Bond						
=====						
<u>Other Services</u>						
80-94-85400 Bank Charges	<u>0</u>	<u>288.68</u>	<u>2,530.33</u>	<u>0.00</u>	(<u>2,530.33</u>)	<u>0.00</u>
TOTAL Other Services	0	288.68	2,530.33	0.00	(2,530.33)	0.00
<u>Capital Projects</u>						
80-94-96700 Public Works Vehicles	0	38,729.00	439,445.69	0.00	(439,445.69)	0.00
80-94-97550 PAVING PROJECTS	0	212,266.60	1,148,525.12	1,304,204.50	(2,452,729.62)	0.00
80-94-98550 Water Projects	0	0.00	73,281.00	0.00	(73,281.00)	0.00
80-94-98950 Park Projects	<u>0</u>	<u>0.00</u>	<u>378,518.41</u>	<u>211,421.43</u>	(<u>589,939.84</u>)	<u>0.00</u>
TOTAL Capital Projects	0	250,995.60	2,039,770.22	1,515,625.93	(3,555,396.15)	0.00
<u>Transfers Out</u>						
80-94-99600 Police Projects	0	0.00	38,563.25	0.00	(38,563.25)	0.00
80-94-99800 Expenses paid from interest	<u>0</u>	<u>4,848.11</u>	<u>4,848.11</u>	<u>33,282.03</u>	(<u>38,130.14</u>)	<u>0.00</u>
TOTAL Transfers Out	0	4,848.11	43,411.36	33,282.03	(76,693.39)	0.00
TOTAL 2024 GO Bond	0	256,132.39	2,085,711.91	1,548,907.96	(3,634,619.87)	0.00
2025 GO Bond						
=====						
<u>Other Services</u>						
80-95-85400 Bank Charges	<u>0</u>	<u>119.23</u>	<u>788.95</u>	<u>0.00</u>	(<u>788.95</u>)	<u>0.00</u>
TOTAL Other Services	0	119.23	788.95	0.00	(788.95)	0.00
<u>Capital Projects</u>						
80-95-97690 Bond Issuance Cost	0	0.00	93,725.00	0.00	(93,725.00)	0.00
80-95-98550 Water Projects	<u>0</u>	<u>0.00</u>	<u>540,787.50</u>	<u>0.00</u>	(<u>540,787.50</u>)	<u>0.00</u>
TOTAL Capital Projects	0	0.00	634,512.50	0.00	(634,512.50)	0.00
<u>Transfers Out</u>						
80-95-99600 Police Projects	0	0.00	131,150.84	0.00	(131,150.84)	0.00
80-95-99800 Expenses paid from interest	<u>0</u>	<u>0.00</u>	<u>1,072.50</u>	<u>0.00</u>	(<u>1,072.50</u>)	<u>0.00</u>
TOTAL Transfers Out	0	0.00	132,223.34	0.00	(132,223.34)	0.00
TOTAL 2025 GO Bond	0	119.23	767,524.79	0.00	(767,524.79)	0.00
TOTAL EXPENDITURES	0	327,638.19	8,603,780.43	4,039,174.00	(12,642,954.43)	0.00
REVENUE OVER/(UNDER) EXPENDITURES	0	(318,697.40)	(776,429.46)	(4,039,174.00)	4,815,603.46	0.00

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MAY 31ST, 2025

99 -Pooled Cash
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>					

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MAY 31ST, 2025

99 -Pooled Cash

% OF YEAR COMPLETED: 91.67

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

AS OF: 05/31/25

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AS OF: 5/31/2025

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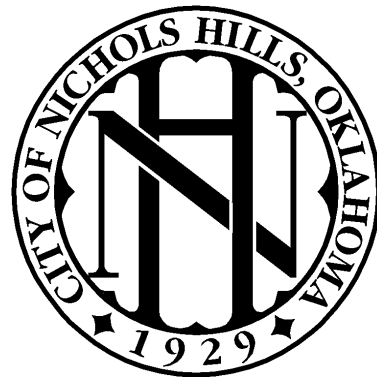
**City of Nichols Hills
2024 GO Bond Issue**

AS OF: 05/31/25

Account Number:		Street - Paving Projects	Water System	Sanitary Sewer Systems	Public Works Vehicles	Police	Technology	Public Works Facility	Parks	Expenses Paid From Interest Earned	TOTAL
80-94-97550		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										280,624.61	280,624.61
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		1,146,448.91	73,281.00	-	439,445.69	38,563.25	-	-	378,518.41	4,848.11	2,081,105.37
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
11/30/2024		88,685.66			172,344.78				1,200.00		262,230.44
12/31/2024		94,161.50			700.00				300,525.95		395,387.45
1/31/2025		8,976.50	69,500.00								78,476.50
2/28/2025		170,455.64	3,781.00								174,236.64
3/31/2025		188,060.71				10,055.16					198,115.87
4/30/2025		301,483.89			122,095.00						423,578.89
5/31/2025		212,266.60			38,729.00					4,848.11	255,843.71
PROJECT COST TOTAL TO DATE:		1,227,863.24	78,397.45	3,924.95	445,753.64	91,520.00	3,364.24	5,607.07	386,578.57	5,831.75	2,248,840.90
Available Funds - Prior to encumbrances		3,579,016.76	301,202.55	287,275.05	22,246.36	(0.00)	246,235.76	410,392.93	211,421.43	274,792.86	5,332,583.71
ENCUMBRANCES:											
PC-2403 1400 & 1500 Camden	SRB PO #17-25333	52,270.88									1,547,903.99
PC-2501 Westminster	SRB PO# 17-27366	102,947.57									
PC-2502 Trenton, Waverly, Windsor	SRB PO # 17-27374	100,851.84									
PC-2403 1400 & 1500 Camden	CGC PO #17-26620	908,060.24									
FC-2501 Westminster Park	Rudy PO #17-27150	139,070.00									
John Vance	PO #17-27323										
Redbud Park - Greenshade	PO-17-26725								211,421.43	33,282.03	
Available Funds - After encumbrances		2,275,816.23	301,202.55	287,275.05	22,246.36	(0.00)	246,235.76	410,392.93	0.00	241,510.83	3,784,679.72
CASH		789,377.20									
CD'S		4,799,050.22									
EXPENSE ACCRUED		(255,843.71)									
ENCUMBRANCES		(1,547,903.99)									
		<u>3,784,679.72</u>									
										Interest Earnings:	
										Prior Fiscal Years	82,642.07
										Current Fiscal Year	204,603.66
										Bank Charges:	
										Prior Fiscal Years	(4,090.79)
										Current Fiscal Year	(2,530.33)
										FUNDS AVAILABLE	<u>3,784,679.72</u>

AS OF: 05/31/25

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Information Systems

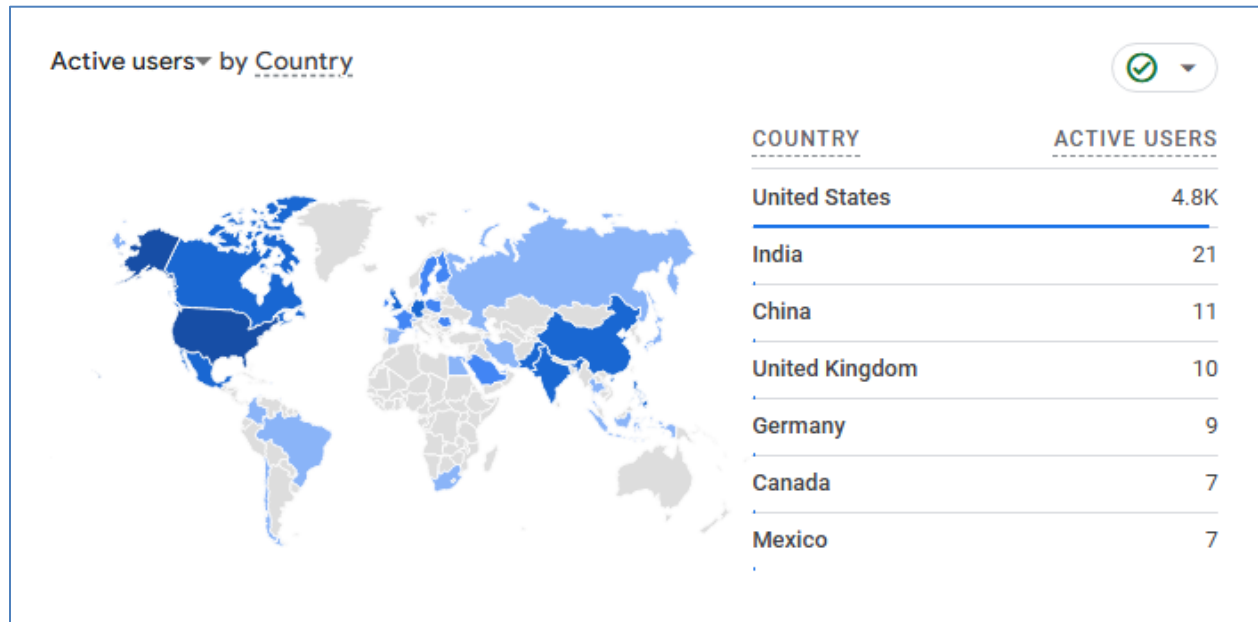
City of Nichols Hills



Monthly Report – May 2025

Website Statistics:

Google Analytics provided us with some statistical information on our website. During the month of May, over 4,900 individuals browsed the City's website.



Active users▼ by City

CITY	ACTIVE USERS
Aspen	2.7K
Oklahoma City	681
Dallas	493
Houston	57
Los Angeles	46
Edmond	43
Chicago	37

Active users▼ by Operating system

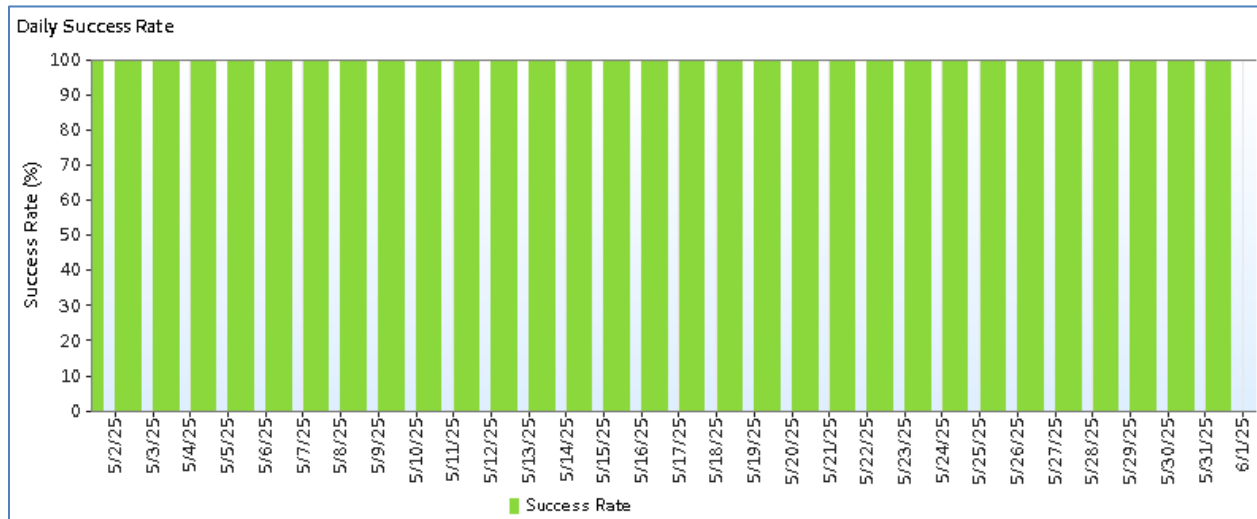
OPERATING SYSTEM	ACTIVE USERS
Windows	1.9K
Macintosh	1.2K
iOS	920
Linux	553
Android	182
Chrome OS	46
Linux x86_64	2



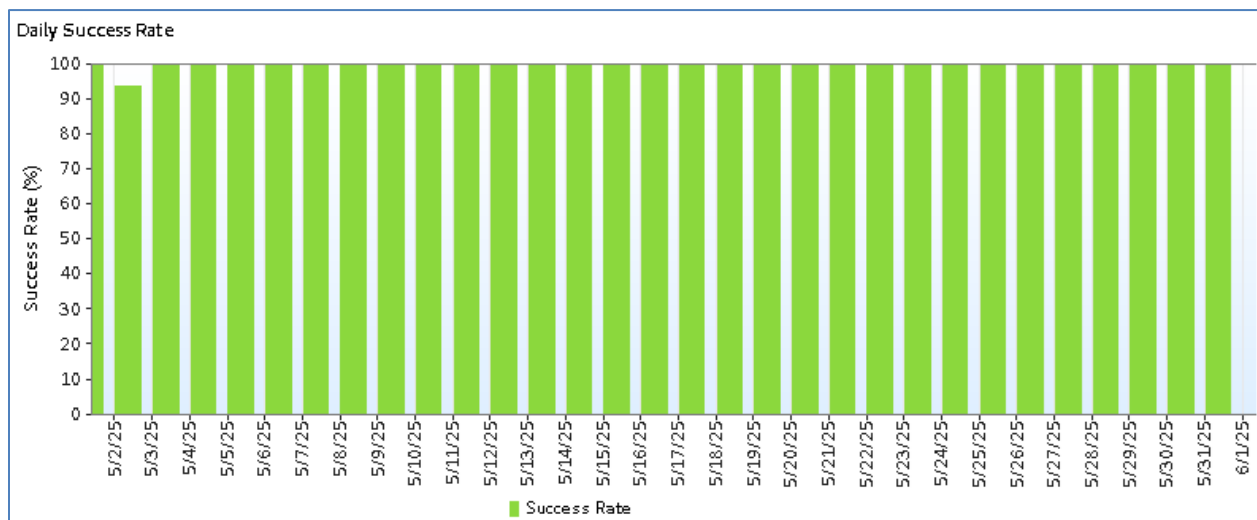
Backup Report

All City backup devices and services have been healthy and are running viable backup jobs.

City Hall



Public Works





Monthly Report – May 2025

Email Status Reports:

May Statistics: 43,191 emails received. Legitimate: 25,184. Spam: 17,990. Viruses: 17.

Hovering over hyperlinks in an email can reveal where the web address will take 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
May	Not Spam	25184	58.31%
	Spam	17990	41.65%
	Virus	17	0.04%
Subtotal (3)		43191	100.00%
Total		43191	100%

Non-Spam Classifier by Month			
Month	Classified By	Mail Filtering Events	% of Subtotal
May	Access Control-Safe-Relay	248	0.98%
	Disclaimer	22000	87.36%
	Domain Safe	64	0.25%
	Not Spam	482	1.91%
	System Safe	2208	8.77%
	User Safe	182	0.72%
Subtotal (6)		25184	100.00%
Total		25184	100%



Spam Classifier by Month			
Month	Classified By	Mail Filtering Events	% of Subtotal
May	Access Control-Relay Denied	44	0.24%
	Attachment Filter	11	0.06%
	Banned Word	14	0.08%
	Bayesian	163	0.91%
	Behavior Analysis	51	0.28%
	Bounce Verification	2	0.01%
	Content Monitor and Filter	3	0.02%
	DMARC Failure	176	0.98%
	DNSBL	133	0.74%
	Domain Block	429	2.38%
	AntiSpam	708	3.94%
	AntiSpam-IP	12162	67.60%
	WebFilter	1511	8.40%
	Header Analysis	17	0.09%
	Heuristic	7	0.04%
	Recipient Verification	705	3.92%
	SPF Failure	9	0.05%
	SURBL	36	0.20%
	Sender Reputation	179	0.99%
	Session Limit	376	2.09%
	System Block	1151	6.40%
	User Block	103	0.57%
Total		17990	100.00%

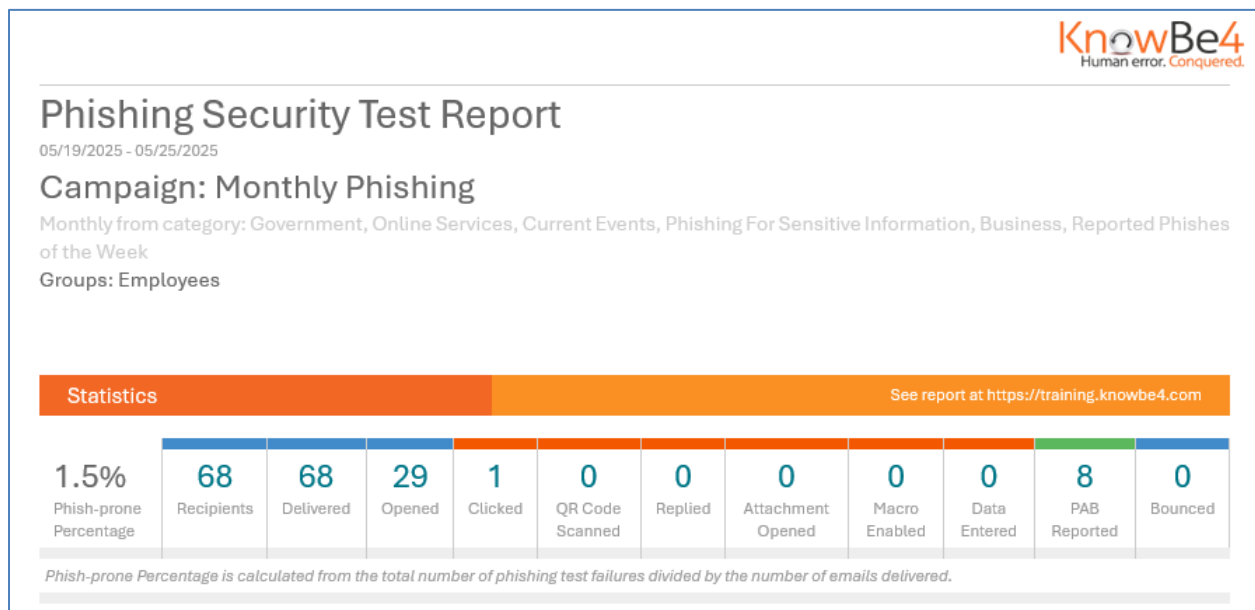


Monthly Report – May 2025

Virus Classifier by Month			
Month	Classified By	Mail Filtering Events	% of Subtotal
May	File	1	5.88%
	URL	14	82.35%
	Virus Signature	2	11.76%
Subtotal (3)		17	100.00%
Total		17	100%

Email Phishing Tests:

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



General Activities:

1. Scheduled all meetings for the month of May on the city's broadcast system.
2. Installed new firmware updates on all mobile routers located at each well site.



Monthly Report – May 2025

3. Notified the Association of Central Oklahoma Governments about phone maintenance activities taking place on May 16th at our location.
4. Added bad actors to all city blocklists.
5. Surplus obsolete equipment at Public Works.
6. Deployed the Forms webpage.
7. Configured and created the reCAPTCHA security for the Form's webpage.
8. Configured new security measures on the city's security devices.
9. Public Works experienced a phone system outage, the IS Technician was able to troubleshoot the issue and resolve it.
10. Assisted the Assistant City Manager with complex Excel sheet formulas to track data.
11. Assisted Dispatch with phone number identification information.
12. Checked for port vulnerabilities throughout the city buildings.
13. Updated remote connection security software server after hours.
14. Updated security devices after hours.
15. IS Technician configured new security measures for the police server to allow specific users to connect.
16. Assisted the Dispatch supervisor with an account lockout issue.
17. Reinstalled endpoint protection software on the Assistant City Manager's workstation.
18. Applied firmware updates for a few network switches at Public Works.
19. Performed some database housekeeping on some software and servers.
20. Installed new workstations at the Fire Department.
21. Erased all data from obsolete equipment to prepare them for surplus.
22. We assisted a Public Works employee with a printing issue.
23. Consulted with more phone support partners to get more information on phone systems.
24. Worked on becoming an iPAWS administrator for the City.
25. Added new employees to the mass notification database.
26. Meeting with support partner to discuss DMARC database information.
27. We assisted the Fire Training Officer with the AV system in the training center.
28. Broadcast and record City Council meeting and upload content to the On-Demand service.
29. Opened service request to have the lobby telephone handset replaced.
30. Troubleshoot the issue with the EMSA workstation not connecting to the private network.
31. Deployed critical and important updates to all city workstations and servers.
32. Posted found lizard content for the Animal Control department.
33. Created new schedules on the content player for lobby TV at City Hall.
34. Add more bad actors to city blocklists.
35. Assisted Deputy Director with document imaging software.
36. Exported Building Commission pre-meeting for Building Inspectors.



- 37. Issued a new access control card to the Police Detective.
- 38. Updated the fuel systems database with more user information.
- 39. Broadcast and record the Board of Adjustment meeting and upload content to the On-Demand service.
- 40. Returned a mobile laptop to the Detective after repairs were made.
- 41. Configured a direct line number for a Building Inspector on the phone system.
- 42. Assisted the Assistant Finance Director with account information for support partner.
- 43. Submitted service request with app support partner to update developer requirements for city apps.
- 44. Assisted the Fire Chief with submitting an alerting authority application.
- 45. Broadcast and record the Environment, Health, and Sustainability meeting and upload content to the On-Demand service.
- 46. Posted the Nichols Hills Band information to the city website.
- 47. Replaced the Fire Training Officer's workstation.
- 48. Prepared more obsolete computer equipment for Surplus.
- 49. Generated more closed captioning for On-Demand content.
- 50. Removed obsolete backup information from the cloud backup repository.

May 31st, 2025

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 June 10th, 2025 Council Meeting.

2021 G.O. Bond Issue:

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

Contractor:	Landmark Const. LLC	Original Contract Amount:	\$3,498,000.00
Start Date:	March 25 th , 2024	Amended Contract Amount:	\$3,557,158.00
Award Date:	February 13 th , 2024	Claims to Date Less Ret.:	\$3,175,697.24
Project Duration:	180 Calendar Days	Amount Remaining:	\$863,395.76
Days Used:	272	Percent Complete:	95%

2022/2023 G.O. Bond Issue:

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

Contractor:	Davis Water Well, LLC	Original Contract Amount:	\$1,476,494.00
Start Date:	January 13 th , 2025	Amended Contract Amount:	\$ -
Award Date:	December 10 th , 2024	Claims to Date Less Ret.:	\$881,241.85
Project Duration:	150 Calendar Days	Amount Remaining:	\$713,434.05
Days Used:	87	Percent Complete:	50%

2024 G.O. Bond Issue:

- **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 th , 2024	Amended Contract Amount:	\$617,084.68
Award Date:	September 10 th , 2024	Claims to Date Less Ret.:	\$617,084.68
Project Duration:	120 Calendar Days	Amount Remaining:	\$37,149.55
Days Used:	91	Percent Complete:	100%

- Paving Improvements to the 1400 & 1500 Blocks of Camden Way (PC-2403)**
 Contractor: CGC LLC Original Contract Amount: \$1,119,450.00
 Start Date: March 24th, 2025 Amended Contract Amount: \$ -
 Award Date: February 10th, 2025 Claims to Date Less Ret.: \$211,389.76
 Project Duration: 150 Calendar Days Amount Remaining: \$1,071,153.31
 Days Used: 28 Percent Complete: 15%
- Paving Improvements to the 1600 & 1700 Blocks of Elmhurst Avenue (PC-2404)**
 On Agenda for Advertisement; Bidding in July 2025
- Paving Improvements to the 1700 & 1800 Blocks of Westminster Place (PC-2501)**
 Design Underway, likely early 2026 Bidding
- Paving Improvements to the 6700 Block of Trenton, 7100 Block of Waverly, & 1800 Block of Windsor (PC-2502)**
 Design Underway, likely Oct/Nov 2025 Bidding

Other Projects:

- Red Bud Park (FC-2401/SC-2501)**
 Construction Underway, Greenshade Trees, LLC (Construction Administration being handled by HFSD, Inc.)
- Westminster Park (FC-2501)**
 Construction Underway, Rudy Construction Company (Construction Administration being handled by HFSD, Inc.)
- Public Works Garage Addition (FC-2502)**
 Design Underway

Sincerely,

Smith Roberts Baldischwiler, LLC



Grady J. Wade, P.E.
City Engineer

GJW
Cc: File 117564

FUND: General Fund

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	OKLAHOMA UNIFORM BUILDING CO	00-32600	Uniform Building Cod	PERMIT FEES MAY 2025	256.00
	OKLAHOMA CITY MEMORIAL MARAT	00-34300	Bonds held in reserv	2025 REFUND BANNER DEPOSIT	6,500.00
				TOTAL:	6,756.00
Administration	VERIZON WIRELESS	02-84700	Telephone	MONTHLY CHARGES	288.03
	VISA	02-84300	Training & Membershi	WALL STREET JOURNAL	8.00
		02-84300	Training & Membershi	LUNCH MEETING	34.76
		02-84300	Training & Membershi	AMERICAN BAR ASSOC DUES	370.00
		02-84300	Training & Membershi	SHORT PAID 05/20/25 CHARGE	7.00
	PETTY CASH	02-84300	Training & Membershi	MAY 2025 RECEIPTS	151.32
	AT&T 831-001-0000 521	02-84700	Telephone	MONTHLY CHARGES	91.33
	VISA	02-84300	Training & Membershi	CMAO 2025 SUMMER CONF	295.00
		02-84300	Training & Membershi	OML REGISTRATION	285.00
		02-84300	Training & Membershi	MAIN BREAK	47.21
		02-84300	Training & Membershi	LUNCH MEETING	59.07
	OFFICE DEPOT 35315277	02-83000	Material & Supplies	INK CARTRIDGES	294.25
				TOTAL:	1,930.97
City Attorney	WILLIAMS BOX FORSHEE & BULLA	04-87100	Legal Services	LEGAL SERVICES	24,094.00
				TOTAL:	24,094.00
Municipal Court	VISA	05-84300	Training & Membershi	COURT CLERK CONF	350.00
	DPM GROUP LLC	05-83000	Material & Supplies	ORDER TO REAPPEAR FORMS	168.47
	AT&T 831-001-0000 521	05-84700	Telephone	MONTHLY CHARGES	91.33
	OFFICE DEPOT 35315277	05-83000	Material & Supplies	OFFICE SUPPLIES	74.89
				TOTAL:	684.69
Police Department	COPS PRODUCTS	06-81100	Uniform Allowance	BODY REPLACEMENT	800.68
		06-81100	Uniform Allowance	BODY REPLACEMENT	800.68
	ROCI	06-84300	Training & Membershi	MEMBERSHIP FEES	300.00
	CASEY NIX	06-84950	EV Charging	MAY HOME CHARGING 2025	18.00
	VERIZON WIRELESS	06-84700	Telephone	MONTHLY CHARGES	767.82
	GOODYEAR TIRE & RUBBER COMPA	06-84100	Vehicle Maintenance	NEW TIRES AND REPAIRS	364.88
		06-84100	Vehicle Maintenance		154.35
	VISA	06-83000	Material & Supplies	SUPPLIES	64.15
		06-83000	Material & Supplies	SUPPLIES	50.00
		06-83000	Material & Supplies	SUPPLIES	26.99
		06-84300	Training & Membershi	LODGING FEE	503.24
		06-83000	Material & Supplies	SUPPLIES	25.73
	TRANSUNION RISK AND ALTERNAT	06-83000	Material & Supplies		100.00
	VISA	06-84300	Training & Membershi	LODGING NIX OACP	503.24
	ASPEN BUILDING SERVICES OF O	06-85000	Janitorial Services	CLEANING SERVICES	1,250.00
		06-85000	Janitorial Services	CLEANING SERVICES	1,300.00
	ImageNet Consulting, LLC	06-83000	Material & Supplies	PRINTING FEES	263.80
	AT&T 287288038708	06-84700	Telephone	FIRST NET POLIC	961.94
	EXPERT AUTO CARE LLC	06-84100	Vehicle Maintenance	OIL CHANGE UNIT 49	94.73
	AT&T 831-001-0000 521	06-84700	Telephone	MONTHLY CHARGES	365.33
	OK STATE BOARD OF VETERINARY	06-84300	Training & Membershi		40.00
	BRANDON EDWARDS	06-84950	EV Charging	MAY HOME CHARGING 2025	67.08
	FORD PRO	06-84100	Vehicle Maintenance		288.00
	BOARD OF TESTS/ALCOHOL	06-84300	Training & Membershi		62.00
	OG&E	06-84950	EV Charging	MONTHLY CHARGES	80.92
				TOTAL:	9,253.56

FUND: General Fund

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
Fire Department	VALVOLINE OIL CHANGE	07-84100	Vehicle Maintenance	OIL CHANGE	116.42
	WAL-MART #9502	07-83000	Material & Supplies	STATION SUPPLIES	53.64
		07-83000	Material & Supplies	STATION SUPPLIES	65.88
		07-83000	Material & Supplies	STATION SUPPLIES	60.02
		07-83000	Material & Supplies	STATION SUPPLIES	52.97
		07-83000	Material & Supplies	OPEN HOUSE SUPPLIES	208.28
		07-83000	Material & Supplies	OPEN HOUSE SUPPLIES	25.75
		07-83000	Material & Supplies	STATION SUPPLIES	264.80
	WESTLAKE HARDWARE	07-83000	Material & Supplies	STATION SUPPLIES	110.94
	GRAINGER	07-84000	Equipment Maintenanc	HOSE TESTER CHECK VALVE	84.43
	EMSA	07-85200	EMSA Subsidy	MAY 2025 SUBSIDY	2,623.29
	OSFA	07-84300	Training & Membershi	OSFA CONVENTION	150.00
	VERIZON WIRELESS	07-84700	Telephone	MONTHLY CHARGES	140.08
	VISA	07-84900	Fuel	E33 FUEL	50.16
		07-83000	Material & Supplies	STATION SUPPLIES	151.77
		07-83000	Material & Supplies	STATION SUPPLIES	68.48
		07-83000	Material & Supplies	STATION SUPPLIES	53.80
	ImageNet Consulting, LLC	07-84000	Equipment Maintenanc	FD COPY MACHINE	18.80
	AT&T 287288038669	07-84700	Telephone	FIRST NET FIRE	184.82
	PETTY CASH	07-84000	Equipment Maintenanc	MAY 2025 RECEIPTS	3.00
	JOSHUA GRAY	07-84300	Training & Membershi	TRAVEL CLAIM	280.00
	AT&T 831-001-0000 521	07-84700	Telephone	MONTHLY CHARGES	182.66
	MES SERVICE COMPANY LLC	07-84000	Equipment Maintenanc	SCBA FLOW TESTS	364.04
	TYLER HAMBLIN	07-84300	Training & Membershi	TRAVEL CLAIM	238.00
	SAINTS OCCUPATIONAL HEALTH	07-81200	Medical Exams	DRUG SCREENS	96.00
	OG&E	07-84800	Utilities	MONTHLY CHARGES	68.53
			TOTAL:		5,716.56
City Engineer	SMITH ROBERTS BALDISCHWILER	08-86075	Engineering Fees	MONTHLY ENGINEERING	23,027.50
			TOTAL:		23,027.50
Street Department	TRAVIS VOICE & DATA	09-84700	Telephone	MONTHLY CHARGES	26.00
	VALVOLINE OIL CHANGE	09-84100	Vehicle Maintenance	OIL CHANGE	156.10
	WAL-MART #9502	09-83000	Material & Supplies	WATER	94.23
	BRITTON WELDING & AUTO	09-83000	Material & Supplies	HAND TRUCK	30.00
	VERIZON WIRELESS	09-84700	Telephone	MONTHLY CHARGES	129.96
	HOW RUBBER INC	09-84000	Equipment Maintenanc	STREETS	35.67
	US FLEET TRACKING	09-84100	Vehicle Maintenance	VEHICLE TRACKING	149.75
	CINTAS CORP. #064	09-81100	Uniform Allowance	PUBLIC WORKS UNIFORMS	501.25
	CRAFCO INC	09-83000	Material & Supplies	ASPAHLT	178.20
		09-83000	Material & Supplies	STREETS	73.00
	SUMMIT FIRE & SECURITY LLC	09-83500	Safety Supplies	FIRE EXT.	180.00
	MADISON TURF FARMS LLC	09-83000	Material & Supplies	GRASS	18.00
	TLS GROUP INC	09-84000	Equipment Maintenanc	LIGHT	334.95
	FRONTIER EQUIPMENT	09-84000	Equipment Maintenanc	PARTS	531.99
	HOME DEPOT	09-83000	Material & Supplies	CONCRETE BROOM	38.91
		09-83000	Material & Supplies	CONCRETE BROOM	57.77
		09-83000	Material & Supplies	STREET	35.54
	LUTHER SIGN CO	09-83000	Material & Supplies	CHILD AT PLAY	45.26
	SAINTS OCCUPATIONAL HEALTH	09-81200	Medical Exams	DRUG SCREENS	48.00
	OG&E	09-84800	Utilities	MONTHLY CHARGES	59.38
		09-85500	Street Lighting	MONTHLY CHARGES	8,936.78
		09-85500	Street Lighting	MONTHLY CHARGES	53.29
		09-85500	Street Lighting	MONTHLY CHARGES	53.83

FUND: General Fund

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
		09-85500	Street Lighting	MONTHLY CHARGES	52.80
		09-85500	Street Lighting	MONTHLY CHARGES	53.10
		09-85500	Street Lighting	MONTHLY CHARGES	52.92
		09-85500	Street Lighting	MONTHLY CHARGES	53.18
		09-85500	Street Lighting	MONTHLY CHARGES	53.37
				TOTAL:	12,033.23
Sanitation	CITY OF MIDWEST CITY	10-85800	Landfill Disposal	HAZARDOUS WASTE	125.00
	VERIZON WIRELESS	10-84700	Telephone	MONTHLY CHARGES	144.96
	US FLEET TRACKING	10-84100	Vehicle Maintenance	VEHICLE TRACKING	89.85
	GOODYEAR TIRE & RUBBER COMPA	10-84100	Vehicle Maintenance	TIRE REPAIR	96.50
	VISA	10-84100	Vehicle Maintenance	DECALS	141.50
		10-84900	Fuel	FUEL MASTER	16.00
		10-84900	Fuel	FUEL MASTER	74.65
	CINTAS CORP. #064	10-81100	Uniform Allowance	PUBLIC WORKS UNIFORMS	779.96
	SUMMIT FIRE & SECURITY LLC	10-83500	Safety Supplies	FIRE EXT.	135.00
	VISA	10-83000	Material & Supplies	SANITATION	227.39
		10-83000	Material & Supplies	SANITATION	374.00
	WEX BANK	10-84900	Fuel	CNG	86.65
		10-84900	Fuel	CNG	86.30
		10-84900	Fuel	CNG FUEL	60.25
		10-84900	Fuel	CNG FUEL	98.63
		10-84900	Fuel	CNG FUEL	72.11
		10-84900	Fuel	CNG	92.65
		10-84900	Fuel	CNG	85.20
		10-84900	Fuel	CNG	58.90
		10-84900	Fuel	CNG	79.43
		10-84900	Fuel	CNG	76.54
		10-84900	Fuel	CNG	102.03
		10-84900	Fuel	CNG	79.15
		10-84900	Fuel	CNG FUEL	72.13
		10-84900	Fuel	CNG FUEL	135.38
		10-84900	Fuel	CNG	96.01
		10-84900	Fuel	FUEL	65.32
		10-84900	Fuel	FUEL	86.84
		10-84900	Fuel	REFUND OF LATE CHARGE	125.00-
	REPUBLIC SERVICES	10-85800	Landfill Disposal	MAY 2025	75.72
		10-85825	Commercial Garbage D	MAY 2025 COM GARBAGE	10,770.45
	SOUTHEAST LANDFILL - 4061	10-85800	Landfill Disposal	MAY 2025	4,377.74
	SAINTS OCCUPATIONAL HEALTH	10-81200	Medical Exams	DRUG SCREENS	36.00
		10-81200	Medical Exams	DRUG SCREENS	90.00
	OG&E	10-84800	Utilities	MONTHLY CHARGES	59.38
				TOTAL:	18,922.62
Parks Department	VISA	11-85700	Parks Maintenance	SUPPLIES	119.90
	MADISON TURF FARMS LLC	11-85700	Parks Maintenance	MADSION TURF	469.00
	HOME DEPOT	11-85700	Parks Maintenance	SHOVELS	127.40
	IRRIGATION STATION	11-85700	Parks Maintenance	PARK IRRIGATION PARTS	86.92
		11-85700	Parks Maintenance	PART FOR PARK	107.04
	NORTHWEST LAWN MAINTENANCE I	11-85900	Park Maintenance Con	PARK MAINTENANCE	17,621.00
		11-85700	Parks Maintenance	PARK MAINTENANCE	1,755.10
	OG&E	11-84800	Utilities	MONTHLY CHARGES	72.44
				TOTAL:	20,358.80

FUND: General Fund

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
Public Works Admin	SUMMIT BUSINESS SYSTEM INC	12-84000	Equipment Maintenanc	COPIER PRINTER	306.16
	TRAVIS VOICE & DATA	12-84700	Telephone	MONTHLY CHARGES	69.32
	WAL-MART #9502	12-84300	Training & Membershi	EOTM MAY GIFT CARD	81.84
	VERIZON WIRELESS	12-84700	Telephone	MONTHLY CHARGES	126.68
	RAM PRODUCTS INC	12-84000	Equipment Maintenanc	EQUIPMENT MAINTENANCE	435.91
	ASPEN BUILDING SERVICES OF O	12-85000	Janitorial Services	CLEANING SERVICES	800.00
		12-85000	Janitorial Services	CLEANING SERVICES	800.00
	AT&T 831-001-0000 521	12-84700	Telephone	MONTHLY CHARGES	45.67
	SUMMIT FIRE & SECURITY LLC	12-84000	Equipment Maintenanc	FIRE EXT.	58.00
		12-84200	Building Maintenance	FIRE EXT.	714.00
	VISA	12-83000	Material & Supplies	VISTA PRINT	47.97
		12-84300	Training & Membershi	ADOBE MEMBER	19.99
		12-84300	Training & Membershi	BIRTHDAYS	57.97
		12-83000	Material & Supplies	AMAZON	29.66
	DENNIS ALBERT	12-84950	EV Charging	EV CHARGING	53.00
	OFFICE DEPOT 35315277	12-83200	Office Supplies	OFFICE SUPPLIES	97.33
	OG&E	12-84800	Utilities	MONTHLY CHARGES	59.38
			TOTAL:		3,802.88
General Government	SUMMIT BUSINESS SYSTEM INC	13-83000	Material & Supplies	MAINTENANCE CONTRACT	724.90
		13-83000	Material & Supplies	POSTAGE MACHINE INK CART	222.95
	RITE WAY SHREDDING	13-87000	Misc. Expenses	SHREDDING MAY 2025	87.55
	VISA	13-83000	Material & Supplies	AMAZON	136.76
		13-83000	Material & Supplies	AMAZON	136.76
		13-83000	Material & Supplies	AMAZON	35.93
		13-83000	Material & Supplies	AMAZON	70.80
		13-83000	Material & Supplies	AMAZON	54.98
		13-83000	Material & Supplies	AMAZON	73.84
		13-83000	Material & Supplies	AMAZON	84.95
		13-83000	Material & Supplies	ENTERED 2 TIMES	136.76-
	TERMINIX PROCESSING CENTER	13-84200	Building Maintenance	PEST CONTROL	149.00
		13-84200	Building Maintenance	PEST CONTROL CITY HALL	58.00
	ASPEN BUILDING SERVICES OF O	13-85000	Janitorial Services	CLEANING SERVICES	1,450.00
		13-85000	Janitorial Services	CLEANING SERVICES	1,400.00
	VISA	13-83000	Material & Supplies	RACHEL'S CELEBRATION	46.71
	SCHINDLER ELEVATOR CORPORATI	13-84200	Building Maintenance	DRIVE REPAIR	7,202.01
	AT&T 831-001-0000 521	13-84700	Telephone	MONTHLY CHARGES	45.67
	QUADIENT FINANCE USA INC	13-86900	Postage	POSTAGE	500.00
	VISA	13-87000	Misc. Expenses	BUNDTINIS FOR MARSHALL	94.41
		13-87000	Misc. Expenses	CANCELED BUNDTINIS ORDER	94.41-
	JOSHUA BALCH	13-87200	Education Scholarshi	TUITION REIMBURSEMENT	1,215.98
	CENTRAL WEATHERPROOFING	13-88100	Council Approval Cap	CITY HALL ROOF	18,202.00
	EUREKA WATER CO	13-83000	Material & Supplies	TANK RENTAL	22.49
		13-83000	Material & Supplies	5 GAL WATER	138.60
		13-83000	Material & Supplies	5 GAL WATER	161.70
	FRIDAY	13-86300	Publications	NOTICES AND PUBLICATIONS	39.30
		13-86300	Publications	NOTICES AND PUBLICATIONS	700.35
		13-86300	Publications	NOTICES AND PUBLICATIONS	596.85
	JOURNAL RECORD PUBLISHING CO	13-86300	Publications	NOTICES AND PUBLICATIONS	30.60
		13-86300	Publications	NOTICES AND PUBLICATIONS	373.80
	QUADIENT INC	13-84600	Lease/Rental	POSTAGE METER RENTAL	150.00
	NORTHWEST LAWN MAINTENANCE I	13-84200	Building Maintenance	1844 WESTMINSTER LAWNCARE	140.00
	OFFICE DEPOT 35315277	13-83000	Material & Supplies	OFFICE SUPPLIES	133.35
	OG&E	13-84800	Utilities	MONTHLY CHARGES	2,881.08

FUND: General Fund

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
TOTAL:					37,130.15
Code Department	TRAVIS VOICE & DATA	14-84700	Telephone	MONTHLY CHARGES	52.00
	VALVOLINE OIL CHANGE	14-84100	Vehicle Maintenance	ANIMAL WELFARE	116.42
	WAL-MART #9502	14-83000	Material & Supplies	WATER	94.23
	VERIZON WIRELESS	14-84700	Telephone	MONTHLY CHARGES	365.84
	US FLEET TRACKING	14-84100	Vehicle Maintenance	VEHICLE TRACKING	149.75
	CINTAS CORP. #064	14-81100	Uniform Rental	PUBLIC WORKS UNIFORMS	653.93
	AT&T 287307218639	14-84700	Telephone	FIRST NET PUBLIC WORKS	93.62
	VISA	14-84300	Training & Membershi	MANULES FOR CODE	712.13
		14-83000	Material & Supplies	QUICK PRINT	167.13
		14-84300	Training & Membershi	DILLION	69.00
		14-84300	Training & Membershi	DILLION	79.00
		14-84300	Training & Membershi	PLUMBING RENEWAL	315.00
	T-MOBILE USA INC	14-84100	Vehicle Maintenance	TRACKER GPS	14.00
	SAINTS OCCUPATIONAL HEALTH	14-81200	Medical Exams	DRUG SCREENS	48.00
	OG&E	14-84800	Utilities	MONTHLY CHARGES	59.38
TOTAL:					2,989.43
Risk Manager	TRAVIS VOICE & DATA	15-84700	Telephone	MONTHLY CHARGES	26.00
	VERIZON WIRELESS	15-84700	Telephone	MONTHLY CHARGES	43.32
	VISA	15-84300	Training & Membershi	DUNKIN DONUTS	23.88
		15-84300	Training & Membershi	ACTCP RENEWAL	25.00
	AT&T 831-001-0000 521	15-84700	Telephone	MONTHLY CHARGES	45.67
TOTAL:					163.87
Information Systems Mg	COX COMMUNICATIONS	16-84600	Lease/Rental	PUBLIC WORKS INTERNET	267.00
		16-84600	Lease/Rental	CITY HALL INTERNET	1,146.99
		16-84600	Lease/Rental	GRAND PARK CAMERAS	515.00
	VERIZON WIRELESS	16-84700	Telephone	MONTHLY CHARGES	248.33
	VISA	16-84000	Equipment Maintenanc	AMAZON PURCHASE	33.72
	AT&T 831-001-0000 521	16-84700	Telephone	MONTHLY CHARGES	45.66
	NIXON POWER SERVICES LLC	16-84000	Equipment Maintenanc	REMOTE MONITORING RENEWAL	450.00
TOTAL:					2,706.70

FUND: Municipal Authority

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	MISC VENDOR	JOHNSON, RYA 00-34150	Utility Refunds	01-00210-08	141.81
		LONGWELL, AL 00-34150	Utility Refunds	02-00563-05	241.43
		DREILING, CR 00-34150	Utility Refunds	02-00643-02	222.80
		VAUGHAN, KIR 00-34150	Utility Refunds	02-00842-01	208.21
		OMEGA INVEST 00-34150	Utility Refunds	02-00017-03	3.00
		WALKER, RUSS 00-34150	Utility Refunds	02-00055-00	6.00
				TOTAL:	823.25
Municipal Authority	VALVOLINE OIL CHANGE	12-84100	Vehicle Maintenance	OIL CHANGE	107.07
		12-84100	Vehicle Maintenance	OIL CHANGE	164.05
		12-84100	Vehicle Maintenance	VEHICLE MAINTENANCE	164.05
	CITY OF THE VILLAGE	12-87700	OKC Sewer Charges	SEWER CHARGES	536.00
	WAL-MART #9502	12-83000	Materials & Supplies	WATER	188.46
	TPSI	12-84950	Printing & Processin	UTILITY LATE INVOICES	99.11
		12-84950	Printing & Processin	UTILITY INVOICES MAY 2025	1,248.98
	ACCURATE ENVIRONMENT	12-84550	Water Quality Testin	WATER QUALITY TESTING	35.00
		12-84550	Water Quality Testin	WATER QUALITY TESTING	35.00
		12-84550	Water Quality Testin	WATER QUALITY	140.00
		12-84550	Water Quality Testin	WATER QUALITY	35.00
		12-84550	Water Quality Testin	WATER QUALITY TESTING	525.09
		12-84700	Telephone	MONTHLY CHARGES	650.08
		12-84100	Vehicle Maintenance	VEHICLE TRACKING	269.55
	JOHN VANCE AUTO GROUP	12-84100	Vehicle Maintenance	REPAIR	2,345.75
	CINTAS CORP. #064	12-81100	Uniform Rental	PUBLIC WORKS UNIFORMS	846.21
	CITY OF OKLAHOMA CITY	12-87700	OKC Sewer Charges	MONTHLY CHARGES	76,446.95
	CORE & MAIN LP	12-83000	Materials & Supplies	PORBES	184.00
	AT&T 287307218639	12-84700	Telephone	FIRST NET PUBLIC WORKS	1,167.16
	SUMMIT FIRE & SECURITY LLC	12-83500	Safety Supplies	FIRE EXT.	657.00
	MADISON TURF FARMS LLC	12-83000	Materials & Supplies	SOD	39.00
		12-83000	Materials & Supplies	POSTAGE	10.65
		12-83000	Materials & Supplies	MADSION TURF	72.00
		12-84300	Training & Membershi	OWRA EXPO REG.	300.00
		12-84300	Training & Membershi	TRAINING	50.00
		12-83000	Materials & Supplies	WELL FENCE REPAIR	12.43
		12-83000	Materials & Supplies	HARBOR FREIGHT	99.98
	GREAT WESTERN TRAILER	12-83000	Materials & Supplies	CENTRAL PRECAST	68.00
		12-83500	Safety Supplies	CHAMPION	89.00
		12-84000	Equipment Maintenanc	EQUIPMENT	159.62
		12-84100	Vehicle Maintenance	TRACKER GPS	28.00
		12-83000	Materials & Supplies	MATERIALS	34.44
		12-83000	Materials & Supplies	MATERIALS	472.00
		12-83000	Materials & Supplies	HOE DEPOT	175.82
	HOME DEPOT	12-83000	Materials & Supplies	LOCKS	69.61
		12-83000	Materials & Supplies	HOME DEPOT	225.59
		12-83300	Minor Tools	TAXES CHARGED IN ERROR	28.74-
		12-83000	Materials & Supplies	WATER	41.65
		12-83000	Materials & Supplies	SUPPLIES	48.92
		12-83000	Materials & Supplies	WALL SENSOR	28.38
		12-84700	Telephone	DIALER SERVICE	400.00
	OFFICE DEPOT 35315277	12-83200	Office Supplies	OFFICE SUPPLIES	74.89
	OG&E	12-84800	Utilities	MONTHLY CHARGES	59.39
		12-84800	Utilities	MONTHLY CHARGES	3,672.31
		12-84800	Utilities	MONTHLY CHARGES	650.44
		12-84800	Utilities	MONTHLY CHARGES	1,286.39

FUND: Municipal Authority

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
		12-84800	Utilities	MONTHLY CHARGES	223.58
		12-84800	Utilities	MONTHLY CHARGES	10,812.84
		12-84800	Utilities	MONTHLY CHARGES	1,231.38
	ONG	12-84800	Utilities	MONTHLY CHARGES	49.24
		12-84800	Utilities	MONTHLY CHARGES	49.51
		12-84800	Utilities	MONTHLY CHARGES	50.34
	OREILLY AUTOMOTIVE STORES IN	12-84100	Vehicle Maintenance	SUPPLIES	18.48
		12-83000	Materials & Supplies	PARTS	14.66
	SMITH FARM & GARDEN	12-83000	Materials & Supplies	PARTS	120.40
				TOTAL:	106,554.71

FUND: General Fund - CIP

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
Public Works Admin	JOE COOPER FORD OF YUKON	12-88100	Capital Outlay - Veh	VEHICLE	47,964.00
			TOTAL:		47,964.00

FUND: Municipal Authority

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
NNHMA	STOLZ TELECOM LLC	12-88600	Capital Imp - Radios	TWO WAY RADIOS	2,346.06
	HSE ARCHITECTS, PLLC	12-88500	Capital Imp - Equipm	SOLAR PANEL PROCUREMENT	707.43
				TOTAL:	3,053.49

FUND: General Obligation B

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
2021 GO Bond	GREENSHADE TREES, LLC	91-98950	Parks	FC-2401 & SC-2501 REDBUD	30,613.63
				TOTAL:	30,613.63
2022 GO Bond	SMITH ROBERTS BALDISCHWILER	92-98550	Water Projects	WW-2201 RE-DRILL WELL #13	5,958.75
				TOTAL:	5,958.75
2023 GO BOND	SMITH ROBERTS BALDISCHWILER	93-97550	Paving Projects	PC-2404 ENGINEERING	17,366.40
		93-98550	Water Projects	WW-2401 NBC WELL	5,925.00
		93-96550	Public Works Facilit	FC-2502 PW FACILITY	4,788.96
		93-97550	Paving Projects	PC-2501 ENGINEERING	1,377.58
		93-99800	Other expenses paid		1,267.50
	STOLZ TELECOM LLC	93-99450	Technology Projects	RADIO PROGRAMMING	187.50
	ECS SOUTHWEST LLP	93-98550	Water Projects	WW-2201 TESTING	1,854.75
	OK CONTRACTORS SUPPLY	93-99800	Other expenses paid	WATER PARTS	46.00
		93-99800	Other expenses paid	WATER PARTS	1,724.00
				TOTAL:	34,537.69
2024 GO BOND	SMITH ROBERTS BALDISCHWILER	94-97550	PAVING PROJECTS	PC-2502 PAVING	1,628.06
		94-97550	PAVING PROJECTS	PC-2403	6,969.45
		94-97550	PAVING PROJECTS	PC-2402	3,234.47
	BURGESS ENGINEERING & TESTIN	94-97550	PAVING PROJECTS	PC-2403 TESTING	192.00
	JOHN VANCE AUTO GROUP	94-96700	Public Works Vehicle	FORD F-150	38,729.00
	SAC SERVICES INC	94-97550	PAVING PROJECTS	PC-2402 1200 LARCHMONT	37,149.55
	CGC, LLC	94-97550	PAVING PROJECTS	PC-2403 CAMDEN	163,093.07
	IRRIGATION STATION	94-99800	Expenses paid from i	SUPPLIES	2,563.37
		94-99800	Expenses paid from i	SUPPLIES	1,229.67
		94-99800	Expenses paid from i	SUPPLIES	1,055.07
				TOTAL:	255,843.71

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===== FUND TOTALS =====
01  General Fund          169,570.96
06  Municipal Authority   107,377.96
07  General Fund - CIP     47,964.00
13  Municipal Authority - CIP  3,053.49
80  General Obligation Bonds 326,953.78
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GRAND TOTAL:             654,920.19
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TOTAL PAGES: 10

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: 5/01/2025 THRU 5/31/2025
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

AMENDMENT NO. 1 (FINAL)
Nichols Hills 2024 G.O. Bond Issue Paving Improvements
1200 Block of Larchmont Lane

PC-2402
May 31st, 2025

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 Quantity	Amended Quantity	Total Quantity	Description	Unit	Unit Cost	Total Cost
1	580.00	3.11	583.11	AGGREGATE BASE (TYPE A) W/EXCAVATION (6")	CY	\$121.70	\$378.49
2	400.00	(377.00)	23.00	AGGREGATE BASE (TYPE A) W/EXCAVATION	CY	\$130.00	(\$49,010.00)
3	3,121.00	(89.11)	3,031.89	PORTLAND CEMENT CONCRETE PAVEMENT (6")	SY	\$83.00	(\$7,396.13)
4	1,977.00	(230.75)	1,746.25	INTEGRAL CURB (6" BARRIER)	LF	\$9.00	(\$2,076.75)
5	328.00	(100.75)	227.25	CONCRETE CURB AND GUTTER (6" BARRIER)	LF	\$32.00	(\$3,224.00)
6	28.00	1.00	29.00	CAST IRON CURB HOOD (R-3262)(SP)	EA	\$250.00	\$250.00
7	2.00	(2.00)	0.00	WATER LINE LOWERING (COMPLETE IN PLACE - 6" MAIN)	EA	\$17,500.00	(\$35,000.00)
8	10.00	(7.00)	3.00	WATER SERVICE LINE LONG (2")	EA	\$3,100.00	(\$21,700.00)
10	800.00	209.00	1,009.00	REMOVE & RESET LAWN IRRIGATION PIPE (1/2" TO 2" DIA. PVC)	LF	\$8.50	\$1,776.50
11	80.00	11.00	91.00	REMOVE & RESET LAWN IRRIGATION HEAD	EA	\$45.00	\$495.00
16	1.00	(1.00)	0.00	ADJUST EXISTING STRUCTURE (MANHOLE)	EA	\$950.00	(\$950.00)
17	1.00	(1.00)	0.00	ADJUST EXISTING STRUCTURE (INLET)	EA	\$1,200.00	(\$1,200.00)
18	3,090.00	116.03	3,206.03	STREET PAVEMENT REMOVAL	SY	\$14.00	\$1,624.42
19	257.00	76.52	333.52	REMOVE DRIVEWAY (CONCRETE)	SY	\$14.00	\$1,071.28
20	3,481.00	66.67	3,547.67	SEPARATOR FABRIC FOR BASES (SP)	SY	\$2.50	\$166.68
21	400.00	(400.00)	0.00	GEOGRID FOR BASES	SY	\$14.00	(\$5,600.00)
22	209.00	124.52	333.52	6" P.C. CONCRETE DRIVEWAY (HES)	SY	\$92.00	\$11,455.84
23	2,297.00	(3.40)	2,293.60	6" PERFORATED PIPE UNDERDRAIN (COMPLETE IN PLACE)	LF	\$35.00	(\$119.00)
24	56.00	0.30	56.30	6" NON-PERFORATED UNDERDRAIN PIPE (COMPLETE IN PLACE)	LF	\$35.00	\$10.50
26	1.00	(1.00)	0.00	TREE REMOVAL	EA	\$1,800.00	(\$1,800.00)
31	39.00	(39.00)	0.00	ROCK BAG INLET BARRIER	LF	\$12.50	(\$487.50)
32	3.00	(3.00)	0.00	CURB INLET SEDIMENT FILTER	EA	\$250.00	(\$750.00)
TOTAL AMENDMENT NO. 1:							(\$112,084.68)

AMENDMENT NO. 1	(\$112,084.68)	-15.36% Decrease
ORIGINAL CONTRACT AMOUNT	\$729,849.00	
REVISED CONTRACT AMOUNT	\$617,764.32	-15.36% Decrease

AMENDMENT NO. 1 (FINAL)
Nichols Hills 2024 G.O. Bond Issue Paving Improvements
1200 Block of Larchmont Lane

PC-2402
May 31st, 2025

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 28 day of May, 2025,
and the undersigned agrees to perform the work at the price indicated.

ATTEST:

Sac Services Inc
3600 S. Ross Ave
Oklahoma City, OK 73119

Paty Martinez
Secretary

but mah

SMITH ROBERTS BALDISCHWILER, LLC

Grady Wade
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



May 31st, 2025

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

RE: PAY ESTIMATE NO. 5 (FINAL)
Nichols Hills Project No. PC-2402
2024 G.O. Bond Issue Paving Improvements to
the 1200 Block of Larchmont Lane
Contractor: SAC Services, Inc.
Original Contract Amount: \$729,849.00
Current Contract Amount: \$617,084.68
Claims to Date Less Ret.: \$617,084.68
Paid to Date: \$580,614.77
Amount Remaining: \$37,149.55
Current Amount Due: \$37,149.55

Dear Mayor and City Council:

Enclosed please find **Progressive Estimate No. 5** on the above referenced project in the amount of **\$37,149.55**. 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:

2024 G.O. Bond Issue Paving Account
(Acct. #80-94-97550) \$37,149.55

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

Sincerely,

Smith Roberts Baldischwiler, LLC


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

cc: File #117566-2402
Enclosure

PROGRESSIVE ESTIMATE NO. 5 (FINAL)

Nichols Hills 2024 G.O. Bond Issue Paving Improvements

1200 Block of Larchmont Lane

SAC Services, Inc.

3600 S. Ross Ave.

OKC, OK 73119

From: 4/1/2025

To: 4/16/2025

Notice to Proceed: 10/1/2024

Project Duration: 120 Calendar Days

Days Used: 91

Days Remaining: 29

PC-2402

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	AMENDED 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	580.00	583.11	0.00	583.11	583.11	\$121.70	\$70,964.49	100.00
2	Aggregate Base Type A W/ Excavation	CY	400.00	23.00	0.00	23.00	23.00	\$130.00	\$2,990.00	100.00
3	Portland Cement Concrete Pavement (6")	SY	3,121.00	3,031.89	0.00	3,031.89	3,031.89	\$83.00	\$251,646.87	100.00
4	Integral Curb (6" Barrier)	LF	1,977.00	1,746.25	0.00	1,746.25	1,746.25	\$9.00	\$15,716.25	100.00
5	Concrete Curb and Gutter (6" Barrier)	LF	328.00	227.25	0.00	227.25	227.25	\$32.00	\$7,272.00	100.00
6	Cast Iron Curb Hood	EA	28.00	29.00	6.00	23.00	29.00	\$250.00	\$7,250.00	100.00
7	Water Line Lowering (Complete In Place - 6" Main)	EA	2.00	0.00	0.00	0.00	0.00	\$17,500.00	\$0.00	100.00
8	Water Service Line Long (2")	EA	10.00	3.00	0.00	3.00	3.00	\$3,100.00	\$9,300.00	100.00
9	Remove and Reset Sign	LF	1.00	0.00	0.00	1.00	1.00	\$300.00	\$300.00	100.00
10	Remove and Reset Lawn Irrigation Pipe (1/2" to 2" Diameter)	LF	800.00	1,009.00	0.00	1,009.00	1,009.00	\$8.50	\$8,576.50	100.00
11	Remove and Reset Lawn Irrigation Head	EA	80.00	91.00	0.00	91.00	91.00	\$45.00	\$4,095.00	100.00
12	Color Audio/Video Recording (Pre and Post Construction)	LS	1.00	0.00	0.50	0.50	1.00	\$2,500.00	\$2,500.00	100.00
13	Construction Staking	LS	1.00	0.00	0.00	1.00	1.00	\$12,500.00	\$12,500.00	100.00
14	Construction Signing and Traffic Control	LS	1.00	0.00	0.00	1.00	1.00	\$9,550.00	\$9,550.00	100.00
15	Mobilization	LS	1.00	0.00	0.00	1.00	1.00	\$35,000.00	\$35,000.00	100.00
16	Adjust Exist Structure (Manhole)	EA	1.00	0.00	0.00	0.00	0.00	\$950.00	\$0.00	100.00
17	Adjust Exist Structure (Inlet)	EA	1.00	0.00	0.00	0.00	0.00	\$1,200.00	\$0.00	100.00
18	Street Pavement Removal	SY	3,090.00	3,206.03	0.00	3,206.03	3,206.03	\$14.00	\$44,884.42	100.00
19	Remove Concrete Driveway	SY	257.00	333.52	27.98	305.54	333.52	\$14.00	\$4,669.28	100.00
20	Separator Fabric for Bases	SY	3,481.00	3,547.67	0.00	3,547.67	3,547.67	\$2.50	\$8,869.18	100.00
21	Geogrid for Bases	SY	400.00	0.00	0.00	0.00	0.00	\$14.00	\$0.00	100.00
22	6" P.C. Concrete Driveway (HES)	SY	209.00	333.52	27.98	305.54	333.52	\$92.00	\$30,683.84	100.00
23	6" Perforated Underdrain Pipe (Complete in Place)	LF	2,297.00	2,293.60	0.00	2,293.60	2,293.60	\$35.00	\$80,276.00	100.00
24	6" Non-Perforated Underdrain Pipe (Complete in Place)	LF	56.00	56.30	0.00	56.30	56.30	\$35.00	\$1,970.50	100.00
25	Solid Slab Sodding	LS	1.00	0.00	0.10	0.90	1.00	\$8,750.00	\$8,750.00	100.00
26	Tree Removal	EA	1.00	0.00	0.00	0.00	0.00	\$1,800.00	\$0.00	100.00
27	Rock Bag Inlet Barrier	LF	39.00	0.00	0.00	0.00	0.00	\$12.50	\$0.00	100.00
28	Curb Inlet Sediment Filter	EA	3.00	0.00	0.00	0.00	0.00	\$250.00	\$0.00	100.00

ORIGINAL CONTRACT AMOUNT:

\$729,849.00

CHANGES TO DATE:

Amendment No. 1

Change Order No. 1

(\$112,084.68)

\$0.00

CURRENT CONTRACT AMOUNT:

\$617,764.32

TOTAL AMOUNT OF WORK TO DATE:

\$617,764.32

MATERIAL ON HAND:

\$0.00

TOTAL TO DATE:

\$617,764.32

LESS 5% RETAINAGE:

\$0.00

DIFFERENCE:

\$617,764.32

SUBTOTAL:

\$617,764.32

LESS PREVIOUS PAYMENTS:

\$580,614.77

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.

but mah

SAC Services, Inc.

Project Manager

Subscribed and sworn to before me

May 28, 2025

Paty Martinez

Notary Public, Clerk or Judge

My Commission Expires: June 30, 2025

PATY MARTINEZ

NOTARY

090054224

EXP. 06/30/25

PUBLIC

STATE OF OKLAHOMA

CERTIFICATE OF ENGINEER:

I certify that this estimate of \$37,149.55 on this contract is correct, due and payable under the terms of this contract.

SMITH ROBERT S BALDISCHWILER, LLC

BY:

Gladys Wade

Gladys 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

Proj. #117566

Page 163 of 420



May 31st, 2025

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-2403
2024 G.O. Bond Issue Paving Improvements to
the 1400 & 1500 Blocks of Camden Way
Contractor: CGC, LLC
Original Contract Amount: \$1,119,450.00
Current Contract Amount: \$1,119,450.00
Claims to Date Less Ret.: \$211,389.76
Paid to Date: \$48,296.69
Amount Remaining: \$1,071,153.31
Current Amount Due: \$163,093.07

Dear Mayor and City Council:

Enclosed please find **Progressive Estimate No. 2** on the above referenced project in the amount of **\$163,093.07**. 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:

2024 G.O. Bond Issue Paving Account
(Acct. #80-94-97550) \$163,093.07

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

Sincerely,

Smith Roberts Baldischwiler, LLC


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

cc: File #117566-2403
Enclosure

PROGRESSIVE ESTIMATE NO. 2

Nichols Hills 2024 G.O. Bond Issue Paving Improvements
1400 & 1500 Blocks of Camden Way

CGC, LLC
101 W. 5th St.
Edmond, OK 73003

From: 4/1/2025 To: 4/30/2025
Notice to Proceed: 3/24/2025
Project Duration: 150 Calendar Days
Days Used: 28
Days Remaining: 122

PC-2403

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	1,075.00	182.39	55.57	238.06	\$135.00	\$32,138.10	22.15
2	AGGREGATE BASE (TYPE A) W/EXCAVATION	CY	400.00	22.69	3.06	25.75	\$100.00	\$2,575.00	6.44
3	PORTLAND CEMENT CONCRETE PAVEMENT (6")	SY	6,020.00	1,025.00	0.00	1,025.00	\$80.00	\$82,000.00	17.03
4	INTEGRAL CURB (6" BARRIER)	LF	3,891.00	788.00	20.00	788.00	\$10.00	\$7,880.00	20.25
5	CAST IRON CURB HOOD (R-3262)(SP)	EA	15.00	0.00	0.00	0.00	\$500.00	\$0.00	0.00
6	WATER LINE LOWERING (6" WATER MAIN)	EA	2.00	0.00	0.00	0.00	\$13,000.00	\$0.00	0.00
7	WATER SERVICE LINE LONG (2")	EA	10.00	1.00	0.00	1.00	\$4,500.00	\$4,500.00	10.00
8	REMOVE AND RESET SIGN	EA	6.00	0.00	0.00	0.00	\$500.00	\$0.00	0.00
9	REMOVE & RESET LAWN IRRIGATION PIPE (1/2" TO 2" DIA. PVC)	LF	960.00	0.00	0.00	0.00	\$10.00	\$0.00	0.00
10	REMOVE & RESET LAWN IRRIGATION HEAD	EA	96.00	0.00	0.00	0.00	\$70.00	\$0.00	0.00
11	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
12	CONSTRUCTION STAKING	LS	1.00	0.00	0.20	0.20	\$13,000.00	\$2,600.00	20.00
13	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	LS	1.00	0.10	0.10	0.20	\$20,000.00	\$4,000.00	20.00
14	MOBILIZATION	LS	1.00	0.50	0.50	1.00	\$50,000.00	\$50,000.00	100.00
15	RELOCATE EXIST. STRUCTURE (WATER METER)	EA	3.00	0.00	0.00	0.00	\$1,500.00	\$0.00	0.00
16	RELOCATE EXIST. STRUCTURE (WATER VALVE)	EA	1.00	0.00	0.00	0.00	\$750.00	\$0.00	0.00
17	RELOCATE EXIST. STRUCTURE (FIRE HYDRANT)	EA	1.00	0.00	0.00	0.00	\$5,500.00	\$0.00	0.00
18	ADJUST EXIST. STRUCTURE (INLET)	EA	3.00	0.00	0.00	0.00	\$2,500.00	\$0.00	0.00
19	SIDEWALK REMOVAL	SY	23.00	0.00	0.00	0.00	\$14.00	\$0.00	0.00
20	STREET PAVEMENT REMOVAL	SY	5,703.00	493.78	531.22	1,025.00	\$14.00	\$14,350.00	17.97
21	REMOVE DRIVEWAY (CONCRETE)	SY	206.00	0.00	0.00	0.00	\$14.00	\$0.00	0.00
22	SEPARATOR FABRIC FOR BASES (SP)	SY	6,444.00	815.97	334.03	1,150.00	\$3.00	\$3,450.00	17.85
23	GEOGRID FOR BASES	SY	400.00	136.11	0.00	136.11	\$4.00	\$544.44	34.03
24	SIDEWALK (4")	SY	15.00	0.00	0.00	0.00	\$150.00	\$0.00	0.00
25	6" P.C. CONCRETE DRIVEWAY (HES)	SY	183.00	0.00	42.78	42.78	\$100.00	\$4,278.00	23.38
26	6" PERFORATED PIPE UNDERDRAIN (COMPLETE IN PLACE)	LF	3,192.00	560.00	0.00	560.00	\$20.00	\$11,200.00	17.54
27	6" NON-PERF. PIPE UNDERDRAIN (COMPLETE IN PLACE)	LF	211.00	0.00	0.00	0.00	\$20.00	\$0.00	0.00
28	ADA CURB RAMP	EA	1.00	1.00	0.00	1.00	\$2,500.00	\$2,500.00	100.00
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	77.00	0.00	0.00	0.00	\$15.00	\$0.00	0.00
32	CURB INLET SEDIMENT FILTER	EA	5.00	0.00	0.00	0.00	\$200.00	\$0.00	0.00

ORIGINAL CONTRACT AMOUNT: \$1,119,450.00

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

CURRENT CONTRACT AMOUNT: \$1,119,450.00

TOTAL AMOUNT OF WORK TO DATE: \$222,515.54
MATERIAL ON HAND: \$0.00
TOTAL TO DATE: \$222,515.54
LESS 5% RETAINAGE: \$11,125.78
DIFFERENCE: \$211,389.76
SUBTOTAL: \$211,389.76
LESS PREVIOUS PAYMENTS: \$48,296.69

CONTRACT AMOUNT DUE THIS ESTIMATE: \$163,093.07

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

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

CERTIFICATE OF ENGINEER:

I certify that this estimate of \$163,093.07 on this contract is correct, due and payable under the terms of this contract.

SMITH ROBERTS BALDISCHWILER, LLC

BY: Glady 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

CGC, LLC
Project Manager

Subscribed and sworn to before me May 30th 2025

Notary Public, Clerk or Judge

My Commission Expires: 8-15-2028

HEIDI GREWER
Notary Public, State of Oklahoma
Commission # 12007700
My Commission Expires 08-15-2023

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:

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

PROJECT: Redbud Park Grand Boulevard Trail

AIA DOCUMENT G702
APPLICATION NO: 1

PAGE ONE OF

PAGES

PERIOD TO: 5.10.25

Distribution to:
OWNER
ARCHITECT
CONTRACTOR

FROM CONTRACTOR:
Greenshade Trees, LLC.
PO BOX 850369
Yukon, OK 73085
CONTRACT FOR:

VIA ARCHITECT:

PROJECT NOS:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	2,248,729.27
2. Net change by Change Orders (Column D + E on G703)	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	2,248,729.27
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	32,224.87
5. RETAINAGE:		
a. 10% of Completed Work (Column D + E on G703)	\$	\$1,611.24
b. % of Stored Material (Column F on G703)	\$	Included in above
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	1,611.24
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	30,613.63
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	0.00
8. CURRENT PAYMENT DUE	\$	30,613.63
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	2,218,115.64

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due
Justin Lingo

CONTRACTOR:

By: [Signature] Date: 5.9.25

State of: Oklahoma County of: Oklahoma
Subscribed and sworn to before me this 9th day of May
Notary Public
My Commission expires: 02.06.27 [Signature]

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 30,613.63

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: [Signature] Date: 5/12/25

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



AIA DOCUMENT G702 APPLICATION AND CERTIFICATION FOR PAYMENT 1992 EDITION AIA 1992

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE. N.W. WASHINGTON, DC 20006-5292

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

AIA DOCUMENT G703

PAGE OF PAGES

APPLICATION NO: 1
APPLICATION DATE: 5.10.2025
PERIOD TO: 5.10.2025

Item NO.	B DESCRIPTION OF WORK	Bid Units	Unit Price	C SCHEDULED VALUE	Units Invoiced	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE	H % (G + C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (# VARIABLE RATE)
						FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	MIDDLE SEGMENT SHERWOOD LN TO BEDFORD DR											
1	Silt Fencing/Erosion Control	1630	\$4.01	\$6,536.30	1250	\$0.00	\$5,012.50	\$0.00	\$5,012.50	76.69%	\$1,523.80	\$250.63
2	Site Grading	1	\$104,016.55	\$104,016.55	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$104,016.55	\$0.00
3	Unclassified Excavation	28	\$76.77	\$2,149.56	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,149.56	\$0.00
4	Berming	14	\$110.11	\$1,541.54	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,541.54	\$0.00
5	Curb Removal	61	\$30.84	\$1,881.24	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,881.24	\$0.00
6	Channel Bottom Removal	5051	\$2.86	\$14,445.86	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$14,445.86	\$0.00
7	Channel Bottom Replacement	5051	\$21.39	\$108,040.89	3	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$108,040.89	\$0.00
8	Channel Sidewall Removal	1	\$39,856.38	\$39,856.38	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$39,856.38	\$0.00
9	Channel Wall Replacement	3175	\$37.82	\$120,078.50	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$120,078.50	\$0.00
10	Repair/Replace Drain Piping thru Channel Wall	1	\$18,909.45	\$18,909.45	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$18,909.45	\$0.00
11	Painting Concrete Bridge Abutment & Facing Surfaces @ Sherwood Bridge	1	\$40,922.57	\$40,922.57	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$40,922.57	\$0.00
12	Painting Concrete Bridge Abutment & Facing Surfaces @ Center Grand Blvd. Bridge	1	\$40,427.14	\$40,427.14	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$40,427.14	\$0.00
13	Concrete Trail Head	656	\$20.11	\$13,192.16	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$13,192.16	\$0.00
14	Concrete Trail Head Integral Color	11332	\$14.09	\$159,667.88	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$159,667.88	\$0.00
15	Steel Bollards	15	\$881.40	\$13,221.00	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$13,221.00	\$0.00
17	Solid Slab Sod	18000	\$1.29	\$23,220.00	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$23,220.00	\$0.00
18	Tree Plantings: 6 inch cal	7	\$2,582.34	\$18,076.38	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$18,076.38	\$0.00
19	Tree Plantings: 3.5"-4" Cal	28	\$1,362.56	\$38,151.68	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$38,151.68	\$0.00
20	Tree Plantings: 2" Cal/7-8" ht.	28	\$601.37	\$16,838.36	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$16,838.36	\$0.00
21	Traill Bridge w/abutments	1	\$117,955.55	\$117,955.55	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$117,955.55	\$0.00
22	Disc Golf Basket	3	\$1,269.10	\$3,807.30	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,807.30	\$0.00
23	Donor Plaza Seat Wall	32	\$1,237.19	\$39,590.08	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$39,590.08	\$0.00
23	Plaza Curb	47	\$59.93	\$2,816.71	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,816.71	\$0.00
24	Benches	9	\$3,254.14	\$29,287.26	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$29,287.26	\$0.00
25	Brick Paver Pathway Removal	196	\$5.73	\$1,123.08	196	\$0.00	\$1,123.08	\$0.00	\$1,123.08	100.00%	\$0.00	\$54.15
26	Brick Paver Donor Plaza Blanks	700	\$44.00	\$30,800.00	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$30,800.00	\$0.00
27	Bench Pad Paver Removal/reuse	153	\$5.73	\$876.69	153	\$0.00	\$876.69	\$0.00	\$876.69	100.00%	\$0.00	\$43.83
28	Brick Paver Pathway	255	\$36.98	\$9,429.90	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,429.90	\$0.00
29	Fountain Equip. and Install Complete System	1	\$360,666.24	\$360,666.24	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$360,666.24	\$0.00
30	Concrete Parking Removal	558	\$1.83	\$1,021.14	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,021.14	\$0.00
31	Large Tree Removal	4	\$4,303.15	\$25,212.60	4	\$0.00	\$25,212.60	\$0.00	\$25,212.60	100.00%	\$0.00	\$1,260.63
32	Small Tree Removal	11	\$3,151.58	\$34,667.38	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$34,667.38	\$0.00
33	Tree Trimming	15	\$3,151.58	\$47,273.70	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$47,273.70	\$0.00
34	Irrigation Spray/Rotary Heads	17	\$66.74	\$1,134.58	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,134.58	\$0.00
35	Irrigation Rotor Heads	48	\$66.74	\$3,203.52	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,203.52	\$0.00
36	Rotor Heads Relocated	19	\$66.74	\$1,268.06	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,268.06	\$0.00
37	Irrigation Remote Control Valves	5	\$1,012.39	\$5,061.95	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,061.95	\$0.00
38	Irrigation Lateral Line: PVC Class 200 SDR 21 1"	1920	\$3.43	\$6,585.60	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,585.60	\$0.00
39	Irrigation Lateral Line: PVC Class 200 SDR 21 1 1/4"	230	\$4.21	\$968.30	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$968.30	\$0.00
40	Irrigation Lateral Line: PVC Class 200 SDR 21 1 1/2"	200	\$5.32	\$1,064.00	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,064.00	\$0.00
41	Irrigation Lateral Line: PVC Class 200 SDR 21 2"	160	\$6.85	\$1,096.00	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,096.00	\$0.00
42	3" Schedule 40 PVC Irrigation Mainline	320	\$10.75	\$3,440.00	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,440.00	\$0.00
43	Schedule 40 PVC Pipe Sleeve 6"	110	\$8.48	\$932.80	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$932.80	\$0.00
44	Class 200 PVC SDR 21 Pipe Sleeve 6"	35	\$19.29	\$675.15	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$675.15	\$0.00
45	Control Wire	2400	\$1.75	\$4,200.00	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,200.00	\$0.00
46	Tracer Wire	2490	\$0.52	\$1,294.80	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,294.80	\$0.00
47	Imported Topsoil	48	\$86.46	\$4,150.08	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,150.08	\$0.00
48	Engraved Donor Brick 4"x8"	36	\$67.21	\$2,419.56	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,419.56	\$0.00
49	Engraved Donor Brick 8"x8"	6	\$294.12	\$1,764.72	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,764.72	\$0.00
50	Engraved Donor Brick 8"x12"	2	\$184.85	\$369.70	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$369.70	\$0.00
51	Engraved Donor Brick 12"x12"	3	\$233.17	\$699.51	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$699.51	\$0.00
52	Engraved Donor Brick 12"x16"	1	\$283.58	\$283.58	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$283.58	\$0.00
53	Engraved Donor Brick 16"x24"	1	\$336.07	\$336.07	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$336.07	\$0.00
54	Engraved Stone Disc Golf Tee Markers 16"x20"	3	\$336.07	\$1,008.21	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,008.21	\$0.00
55	Redbud Park Sign/ Seatwall w/cap	1	\$10,939.92	\$10,939.92	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,939.92	\$0.00
56	Maintenance Ramp Rebuild and Replacement	1	\$42,853.38	\$42,853.38	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$42,853.38	\$0.00
57	Misc Electrical Work	1	\$93,286.62	\$93,286.62	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$93,286.62	\$0.00
58	SEWER WORK											
59	12" Sanitary Sewer Line SDR 35	123	\$73.12	\$8,993.76	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,993.76	\$0.00
60	12" Sanitary Sewer Line ESS	72	\$264.73	\$19,060.56	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$19,060.56	\$0.00
61	Remove Existing 12" Sanitary Sewer Line	194	\$25.73	\$4,991.62	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,991.62	\$0.00
62	Rebuild Existing Sanitary Sewer Manhole	1	\$6,933.47	\$6,933.47	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,933.47	\$0.00
63	Conc. Collar	1	\$1,008.50	\$1,008.50	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,008.50	\$0.00
64	Crushed Rock Bedding	38	\$129.38	\$4,916.44	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,916.44	\$0.00
65	Pipe Leakage Test	1	\$1,890.95	\$1,890.95	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,890.95	\$0.00
66	Pipe Deflection Test	1	\$1,890.95	\$1,890.95	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,890.95	\$0.00
67	Manhole Test	1	\$5,672.84	\$5,672.84	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,672.84	\$0.00
68	Sewer Flow Control	1	\$48,219.10	\$48,219.10	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$48,219.10	\$0.00
69	Traffic Control	1	\$20,800.40	\$20,800.40	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,800.40	\$0.00
70	Alternate #1 NORTH SEGMENT PARKING LOT TO NW GRAND BLVD											

AIA® Document G701® – 2017

Change Order

PROJECT: (Name and address)
FC-2402 City Hall Roof Repairs

CONTRACT INFORMATION:
Contract For: General Construction
Date: January 21, 2025

CHANGE ORDER INFORMATION:
Change Order Number: 002
Date: 6.4.2025

OWNER: (Name and address)
City of Nichols Hills
6407 Avondale Dr, Nichols Hills, OK,
73116

ARCHITECT: (Name and address)
Larry Herzel
HSE architects 405.526.1300

CONTRACTOR: (Name and address)
Central Weatherproofing
1421 NW 186th, Edmond, OK,
73012

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Sheet Metal - Transition from old copper flashing to new copper flashing = \$265

Splash Pads - Additional Splash Pads = \$75

Gutters - Additional Gutters on Front of Building = \$680

The original Contract Sum was	\$	193,000.00
The net change by previously authorized Change Orders	\$	6,750.00
The Contract Sum prior to this Change Order was	\$	199,750.00
The Contract Sum will be increased by this Change Order in the amount of	\$	1,020.00
The new Contract Sum including this Change Order will be	\$	200,770.00

The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

HSE architects
ARCHITECT (Firm name)
Larry Herzel
SIGNATURE
Larry Herzel
PRINTED NAME AND TITLE
6/4/25
DATE

Central Weatherproofing
CONTRACTOR (Firm name)
RD
SIGNATURE
Ronald Olsen
PRINTED NAME AND TITLE
6.4.2025
DATE

OWNER (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE

Application and Certificate for Payment

TO OWNER: City of Nichols Hills
6407 Avondale Dr, Nichols Hills, OK,
73116

PROJECT: FC-2402
Nichols Hills City Hall Roof Repairs

FROM: Central Weatherproofing
CONTRACTOR: 1421 NW 186th Edmond, OK, 73012

VIA: Larry Herzel
ARCHITECT: HSE architecture

APPLICATION NO: 002

PERIOD TO: June 04, 2025

CONTRACT FOR: FC-2402 City Hall Roof Repairs

CONTRACT DATE: January 21, 2025

PROJECT NOS: 2402 /

Distribution to:
OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
FIELD: ☐
OTHER: ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703e, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM \$193,000.00
2. NET CHANGE BY CHANGE ORDERS \$7,770.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$200,770.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$198,770.00

5. RETAINAGE:

- a. 5.00 % of Completed Work
(Column D + E on G703) \$9,938.50
- b. 0 % of Stored Material
(Column F on G703) \$0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$9,938.50

6. TOTAL EARNED LESS RETAINAGE \$188,831.50
- (Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$170,629.50
- (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$18,202.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$11,938.50
- (Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$6,750.00	\$0.00
Total approved this Month	\$1,020.00	\$0.00
TOTALS	\$7,770.00	\$0.00
NET CHANGES by Change Order		\$7,770.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: [Signature] Date: 6/4/2025

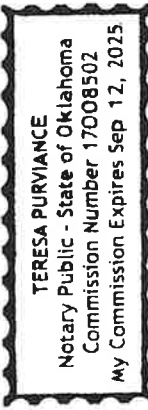
By: [Signature] State of: Oklahoma

County of: Oklahoma

Subscribed and sworn to before me this 4th day of June, 2025

Notary Public: Teresa Purviance

My Commission expires: 12/12/2025



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$18,202.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: [Signature] Date: 6/4/2025

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



Continuation Sheet

AIA Document G702®, Application and Certification for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

Use Column I on Contracts where variable retainage for line items may apply.

[illegible]

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 User Notes: (3B9ADAA6)

City Council Item Report

MEETING DATE

June 10, 2025

AGENDA ITEM # 7.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.

ATTACHMENTS

1. 7 NH-Records Destruction Reso-9 2 15-2 1
2. Exhibit A (2)

RESOLUTION

(No. 1585)

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

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

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

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

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

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

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

ADOPTED AND APPROVED by the Council and **SIGNED** by the Mayor of the City of Nichols Hills, Oklahoma, this 10th day of June, 2025.

Mayor

(SEAL)
ATTEST:

City Clerk

Approved as to form:

City Attorney

Exhibit A

CERTIFICATION

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

Record Classification:

Record Dates:

Agendas

City Council	May 13, 2025
Nichols Hills Municipal Authority	May 13, 2025
Board of Adjustment	June 18, 2025
Planning Commission	June 3, 2025
Environment, Health, and Sustainability Commission	May 28, 2025

Agreements and Contracts

Oklahoma County Grant Provision Agreement – installation	May 13, 2025
Oklahoma County Grant Provision Agreement – radio license service fees	May 13, 2025
Radio License Agreement – Oklahoma City	May 13, 2025

Bank Statements and Reconciliations

Health Insurance Account	May 31, 2025
Sinking Fund	May 31, 2025
2021 GO Bond	May 31, 2025
2022 GO Bond	May 31, 2025
2023 GO Bond	May 31, 2025
2024 GO Bond	May 31, 2025
2025 GO Bond	May 31, 2025
Pooled Cash	May 31, 2025
Utility Deposit	May 31, 2025
Court Bond Account	May 31, 2025
Flex Claims	May 31, 2025
Global Payments	May 31, 2025
BOK	May 31, 2025

Certificates of Insurance

NUMARK ROOFING & CONSTRUCTION	May 2025
AKC PLUMBING LLC	May 2025
ALL AMERICAN ROOFING INC	May 2025
AKC PLUMBING SERVICES LLC	May 2025
AAA LANDSCAPE INC	May 2025
RAMIREZ ROOFING	May 2025
AGS CONCRETE	May 2025
SPM SERVICES LLC	May 2025

Citations

Court Citations	March 5, 2025
Court Warnings	March 2025
Court Citations	April 2, 2025
Court Citations	April 16, 2025
Court Warnings	April 2025

Collateral – Letters of Credit – Certificates of Deposit

Irrevocable Letter of Credit – MidFirst Bank	May 22, 2025
Pledging Report – First National Bank of Oklahoma	May 31, 2025
Investment Portfolio Pledged Securities – BancFirst	May 31, 2025
Pledge Inventory Report	May 31, 2025

Contractor Registration/Renewal

WAGGONERS HOME SERVICES – MCCASKILL	May 2025
WAGGONERS HOME SERVICES – STARBUCK	May 2025
S.O.S. ELECTRIC LLC	May 2025
FRONTLINE ROOFING LLC dba FRONTLINE EXTERIOR SOLUTIONS	May 2025
ELECTRICIANS ON DEMAND - NICHOLAS SPRUNCK	May 2025
ELECTRICIANS ON DEMAND - JUAN ROJAS	May 2025
CJ LANDSCAPE AND DESIGN INC	May 2025
INDUSTRIAL PLUMBING & HEATING INC	May 2025
INDUSTRIAL PLUMBING & HEATING INC	May 2025
LOWERY ELECTRIC INC	May 2025
PENA MASONRY LLC	May 2025
HAMMER HAUL	May 2025
B&H JOHN DOBBS – PLUMBING	May 2025
WAGGONERS HOME SERVICES – WAGGONER	May 2025
ACES THREE PLUMBING	May 2025
MERRITT SEALING CO	May 2025
AMERICAN STANDARD ELECTRIC	May 2025
MARTINEZ MACIAS SZERVICES	May 2025
MSP CONCRETE & CONSTRUCTION	May 2025
ROSEWOOD BUILDING COMPANY LLC	May 2025
METRO PLEX ELECTRIC	May 2025
CRIPPLE CREEK PLUMBING	May 2025
SPENCER HEAT & AIR LLC – STOREY	May 2025
SPENCER HEAT & AIR LLC – POWELL	May 2025
SPENCER HEAT & AIR LLC – HILL	May 2025
ROBINSON MECHANICAL	May 2025
CONNELLY PAVING COMPANY	May 2025
FENCE CONCETPS & CONSTRUCTION LLC	May 2025
RAMIREZ ROOFING - CIB UPDATE ONLY	May 2025
ATLEES HEATING & AIR	May 2025
DESIGN DOCUMENTS	May 2025

CDG PLUMBING LLC - CALVIN GROOMS	May 2025
ABOVE AND BEYOND ELECTRICAL	May 2025
BLACK DOG PLUMBING	May 2025
SPENCER HEAT & AIR LLC - JERRY BRASHEARS	May 2025
SPENCER HEAT & AIR LLC - DEMITREE BALDWIN	May 2025
INTEGRITY HEAT & AIR	May 2025
RELIABLE HEAT AND AIR	May 2025
DREAM 405 CONSTRUCTION	May 2025
INTEGRATED HVAC LLC	May 2025
TREK ELECTRIC	May 2025
RHINO ROOFING	May 2025
PARKER BROTHERS CONSTRUCTION & ROOFING	May 2025
FENIX LAWN & TREE LLC	May 2025
RUCKER ELECTRIC	May 2025
F5 ELECTRIC	May 2025
COOKS FENCE & IRON	May 2025
RHINO ROOFING	May 2025
PARKER ELECTRIC CO	May 2025
ELDER PLUMBING HEAT & AIR	May 2025
ELDER PLUMBING HEAT & AIR	May 2025
FENCE 4 LESS	May 2025
DALES ELECTRIC - DAVID RAY	May 2025
DALES ELECTRIC - DALE LEWIS	May 2025

General Obligation Bonds

PC-2403 Tax-Exempt Letter	March 12, 2025
WC-2101 Change Order #3	May 13, 2025
PC-2402 Pay Estimate #4	May 13, 2025
WW-2201 Pay Estimate #3	May 13, 2025
PC-2403 Pay Estimate #1	May 13, 2025
Tax-Exempt Letter FC-2401 & Sc-2501	March 12, 2025
Task Order PC-2502 6700 Block of Trenton, 7100 Block of Waverly, and 1800 Block of Windsor	May 21, 2025
NBC Well Stormwater quality application	May 15, 2025
BOK Financial Analysis & GO Bond Proposal	October 1, 2022
BOK Financial Analysis & GO Bond Proposal	October, 2024

Minutes

City Council	April 8, 2025
City Council	May 9, 2025
Nichols Hills Municipal Authority	May 5, 2025
Nichols Hills Municipal Authority	April 8, 2025
City Council – Special Meeting	April 8, 2025
City Council	May 5, 2025
Board of Adjustment	November 20, 2024
Board of Adjustment	April 8, 2025
Environment, Health, and Sustainability Commission	April 23, 2025

Miscellaneous

Arbor Day Foundation Letter	December 31, 2024
FC-2501 Tax-Exempt Letter	May 14, 2025
FC-2501 Statutory Bond	April 8, 2025
FC-2501 Performance Bond	April 8, 2025
FC-2501 Maintenance Bond	April 8, 2025
FC-2501 Contract	April 8, 2025
FC-2404 Tax-Exempt Letter	May 8, 2025
FC-2404 Statutory Bond	April 8, 2025
Specifications, Proposal, and Notice to Bidders FC-2404	March 11, 2025
FC-2404 Performance Bond	April 8, 2025
FC-2404 Maintenance Bond	April 8, 2025
FC-2404 Liability Insurance	April 8, 2025
FC-2404 Contract	April 8, 2025
FC-2501 Plans	March 11, 2025
Board of Adjustment Oaths – Larry Herzel	May 21, 2025
Board of Adjustment Oaths – Robert Slater	May 21, 2025
Board of Adjustment Oaths – John Covington	May 21, 2025
Board of Adjustment Oaths – Ed Clements	May 21, 2025
Approval of Hazard Mitigation Plan – FEMA	May 1, 2025
Periodic Field Observation Report – City Hall Roof Repair	May 15, 2025
City Council Oath of Office – FitzSimons	May 13, 2025
2024 1099's	December 31, 2024
W-9 Central Weatherproofing	April 1, 2025
OEM Project Report Project 4530	April 16, 2025
ACOG Delegation form	May 13, 2025
April 1, 2025 Election Certification Report	April 4, 2025
CIS Critical Security Controls – Version 8 Policy	February 21, 2025
Release Letter for Demolition Bond 1804 Coventry Lane	April 7, 2025
BancFirst Signature Card	May 13, 2025
Deed Approval – Combined Lot 1807 Guilford Lane	April 25, 2025

Ordinances

Ordinance 1284 Drones	May 13, 2025
Ordinance 1283 Certificate of Approvals Construction Documents	May 13, 2025
Ordinance 1282 Definition of Demolition	May 13, 2025

Payroll Records

American Funds – Group Investment Confirm List	May 5, 2025 – May 19, 2025
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Permits

Application for Permit DEQ	April 8, 2025
DREAM TEAM ROOFING & CONSTRUCTION	May 2025
BDO CONSTRUCTION	May 2025
MARTINEZ MACIAS SERVICES LLC	May 2025
MILLARD CONSTRUCTING LLC	May 2025
ROSEWOOD BUILDING COMPANY	May 2025

BRYAN BEAVERS CONSTRUCTION	May 2025
MSP CONCRETE & CONSTRUCTION	May 2025
ROBINSON MECHANICAL LLC	May 2025
ALL AMERICAN ROOFING	May 2025
FIVE STAR FENCE	May 2025
URBAN KITCHENS	May 2025
RAMIREZ ROOFING	May 2025
HEARTLAND FENCE CO	May 2025
CANDELARIA DESIGN BUILD	May 2025
MIDWEST WRECKING CO	May 2025
FRONTLINE EXTERIOR SOLUTIONS	May 2025
TRADEMARK	May 2025
AGS CONCRETE	May 2025
SSS FENCE	May 2025
BCC FENCING	May 2025
YORK CONSTRUCTION	May 2025
ADVANTAGE ROOFING	May 2025
DREAM 405 INVESTMENTS	May 2025
MIDWEST WRECKING CO	May 2025
MIDWEST WRECKING CO	May 2025
OKIE CONSTRUCTION INC	May 2025
GEURIN CONSTRUCTION	May 2025
HAMMER HAUL	May 2025

Proofs of Publication/Public Hearing Notices

BOA-2025-01 Notice of Public Hearing	May 5, 2025
PC-2025-02 Notice of Public Hearing	May 14, 2025
Journal Record – Notice of Public Hearing – BOA-2025-01	May 9, 2025
OKC Friday – Notice of Public Hearing – BOA-2025-01	May 16, 2025
City of Oklahoma City PC-10970	May 6, 2025
OKC Friday – Notice of Public Hearing – PC-2025-02	May 14, 2025
OKC Friday – Ordinance 1282 – Definition of Demolition	May 14, 2025
OKC Friday – Ordinance 1283 – Certificate of Approvals Construction Docs	May 14, 2025
OKC Friday – Ordinance 1284 – Drones	May 14, 2025
OKC Friday – Notice of Public Hearing – FY 2025-2026 Budget Summary	May 30, 2025
Journal Record – Notice of Public Hearing – FY 2025-2026 Budge Summary	May 30, 2025

Records Request

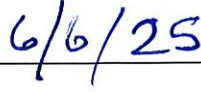
Kenneth Meyer – Bid Tab WW-2201	April 9, 2025
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Resolutions

Resolution 1584 Investment Policy	May 13, 2025
Resolution 1583 Surplus Property	May 13, 2025
Resolution 1582 Destruction of Property	May 13, 2025



S. Shane Pate II, City Manager



Date



City Council Item Report

MEETING DATE

June 10, 2025

AGENDA ITEM # 7.b

A resolution renewing, adopting, and approving an annual agreement with Tyler Technologies, Inc. for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026.

ATTACHMENTS

1. 7 Res renewing Tyler Tech 2.1
2. Tyler Exhibit A

RESOLUTION

(No.1586)

A RESOLUTION RENEWING, ADOPTING AND APPROVING AN ANNUAL AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR THE FISCAL YEAR BEGINNING JULY 1, 2025 AND ENDING JUNE 30, 2026.

WHEREAS, on July 8, 2014, the Council of the City of Nichols Hills, Oklahoma awarded and approved an Agreement for a license to use software products and for related professional and maintenance services to Tyler Technologies, Inc., and such contract was executed by the City of Nichols Hills and Tyler Technologies, Inc. on July 23, 2014;

WHEREAS, the Council of the City of Nichols Hills last renewed such agreement for the 2024-2025 fiscal year at its regular meeting of June 11, 2024.

WHEREAS, the Council of the City of Nichols Hills deems it in the best interests of the City to renew such agreement for the fiscal year beginning July 1, 2025 and ending June 30, 2026 for the products and services and at the prices shown on the Invoice attached hereto and marked as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Nichols Hills, Oklahoma that the Agreement between the City of Nichols Hills, Oklahoma and Tyler Technologies, Inc., is hereby renewed, adopted and approved for the fiscal year beginning July 1, 2025 and ending June 30, 2026, with the products and services to be obtained and the prices therefore shown on the Invoice attached hereto and marked as Exhibit A.

ADOPTED by the Council and SIGNED by the Mayor of the City of Nichols Hills, Oklahoma, this 10th day of June, 2025.

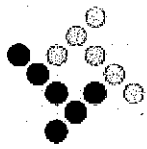
Mayor

(SEAL)
ATTEST:

City Clerk

Approved as to form:

City Attorney



tyler
technologies

Remittance:
Tyler Technologies, Inc
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-510433	06/01/2025	1 of 3

Questions:

Tyler Technologies- Local Government
Phone: 1-800-772-2260 Press 2, then 2
Email: ar@tylertech.com



Bill To CITY OF NICHOLS HILLS
6407 AVONDALE DRIVE
NICHOLS HILLS, OK 73116-6481

Ship To CITY OF NICHOLS HILLS
6407 AVONDALE DRIVE
NICHOLS HILLS, OK 73116-6481

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
44034 - MAIN - MAIN	210961		USD	NET30	07/01/2025

Contract Date	Description	Units	Rate	Extended Price
Contract No.: Nichols Hills, City of				
26/Oct/2011	Annual fee to support and host Web Site Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1	900.00	900.00
26/Oct/2011	INCODE Court Online Component - Annual Fee Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1	900.00	900.00
18/Jan/2016	INCODE Utility Billing Online Component - Annual Fee Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1	960.00	960.00
18/Jan/2016	INCODE Business License Online Component - Annual Fee Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1	900.00	900.00
18/Jan/2016	INCODE Call Center Online Component - Annual Fee Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1	900.00	900.00
24/Jul/2023	Community Development Pro Annual Fees Inspections Mobile Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1		\$2,205.00
24/Jul/2023	Code Enforcement Mobile Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
05/Jun/2014	Content Manager Annual Fees Incode Content/Document Management Suite - Maintenance Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1		\$3,960.47
12/Sep/2024	Content Manager Core - Maintenance Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
05/Jun/2014	ERP Pro Document Management Annual Fees Tyler Output Processor Server - Maintenance Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1		\$0.00
05/Jun/2014	ERP Pro Financials Annual Fees Incode Financial Suite - Maintenance Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1		\$13,233.95
05/Jun/2014	Payroll/Personnel - Maintenance Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
05/Jun/2014	Purchase Orders - Maintenance Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
05/Jun/2014	Core Financials - Maintenance Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
05/Jun/2014	Fixed Assets - Maintenance Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
05/Jun/2014	Positive Pay - Maintenance Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			



tyler
technologies

Remittance:
Tyler Technologies, Inc
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-510433	06/01/2025	2 of 3

Questions:

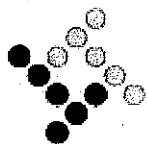
Tyler Technologies- Local Government
Phone: 1-800-772-2260 Press 2, then 2
Email: ar@tylertech.com

Bill To CITY OF NICHOLS HILLS
6407 AVONDALE DRIVE
NICHOLS HILLS, OK 73116-6481

Ship To CITY OF NICHOLS HILLS
6407 AVONDALE DRIVE
NICHOLS HILLS, OK 73116-6481

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
44034 - MAIN - MAIN	210961		USD	NET30	07/01/2025

Contract Date	Description	Units	Rate	Extended Price
05/Jun/2014	Forms Overlay - Maintenance Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
05/Jun/2014	Secure Signatures - Maintenance Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
05/Jun/2014	Misc. Accounts Receivable - Maintenance Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
ERP Pro Utilities Annual Fees		1		\$14,954.31
05/Jun/2014	Incode Customer Relationship Suite - Maintenance Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
18/Jan/2016	INCODE Building Projects Online Component - Annual Fee Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
05/Jun/2014	Building Projects - Maintenance Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
05/Jun/2014	AMR/AMI Interface - Maintenance Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
05/Jun/2014	Central Cash Collection - Maintenance Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
05/Jun/2014	Business License Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
05/Jun/2014	Call Center Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
05/Jun/2014	Utility CIS System - Maintenance Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
21/Jan/2022	Additional Handheld Meter-Reader Interface Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
Hardware Annual Fees		1		\$450.15
23/Jun/2017	Media Plus Automated Cash Drawer - Maintenance Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
Municipal Justice Annual Fees		1		\$7,546.21
01/Jul/2010	Court Case Management Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
Technical Services Annual Fees		1		\$1,045.76
05/Jun/2014	Basic Network Support Service Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
Third Party System Software		1		\$1,889.25
05/Jun/2014	System Software - Maintenance Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			



tyler
technologies

Remittance:
Tyler Technologies, Inc
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-510433	06/01/2025	3 of 3

Questions:

Tyler Technologies- Local Government
Phone: 1-800-772-2260 Press 2, then 2
Email: ar@tylertech.com

Bill To CITY OF NICHOLS HILLS
6407 AVONDALE DRIVE
NICHOLS HILLS, OK 73116-6481

Ship To CITY OF NICHOLS HILLS
6407 AVONDALE DRIVE
NICHOLS HILLS, OK 73116-6481

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
44034 - MAIN - MAIN	210961		USD	NET30	07/01/2025

Contract Date	Description	Units	Rate	Extended Price
Tyler University 05/Jun/2014	Tyler U Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1		\$1,500.00

ATTENTION

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal	51,345.10
Sales Tax	\$0.00
Invoice Total	51,345.10



City Council Item Report

MEETING DATE

June 10, 2025

AGENDA ITEM # 7.c

State Auditor's Certificate and Order to County Clerk and County Treasurer regarding the City Treasurer, approval of all necessary documents in furtherance of the foregoing, and further authorizing Mayor to sign and certify all necessary documents in furtherance of the foregoing.

ATTACHMENTS

1. State Auditor form - Treasurer Bond
2. NICHOLS HILLS TREASURER BOND 7-1-2025

CERTIFICATE AND ORDER TO COUNTY CLERK AND COUNTY TREASURER

Nichols Hills Oklahoma, June 10, 20 25

To the County Clerk and County Treasurer of _____ Oklahoma _____ County, Oklahoma.

We, the undersigned, presiding officer and Clerk of the Governing Board of (City, Town, Multi-County, Library, Board of Education, School District, (state which)

City of Nichols Hills _____ of _____ Nichols Hills
("Public Body") in said County, State of Oklahoma, hereby authorize you, from and after the date hereof, for the current term or for the remainder of such current term in case of appointment to fill vacancy, such authority to continue until the end of such term, and no longer, unless sooner revoked, to pay over any public funds collected for the aforesaid Public Body in accordance with the provisions of 68 Okl.St. Ann. § 2923, to _____ G.P. Hightower _____ Address _____ 6407 Avondale Drive Nichols Hills, OK 73116 _____, Oklahoma as TREASURER of said Public Body for the term stated; and his legal qualifications for said office are hereby certified to be truly and correctly stated as follows:

- (1) Date Elected or Re-elected February 20 17 ;
- (2) Date Appointed or Re-Appointed June 13, 20 17 (Note 1);
- (3) Filed Surety Bond in sum of _____ two hundred fifty thousand _____ Dollars (\$ 250,000.00)
with _____ Western Surety Company _____ as Surety;
- (4) Bond Terms begins July 1, 20 25, and Expires/Renews June 30, 20 26 ;
- (5) Number of Bond 72040451 ;
- (6) Date Bond was approved by Governing Board June 10, 20 25 (if applicable); and
- (7) Said new Bond is in custody and control of City of Nichols Hills (Note 2), or was deposited with _____ Amanda Copeland, City Clerk _____ for safekeeping.

Approved on June 10, 20 25 by the Council of the City of Nichols Hills endorsement made.

Signed and Certified at _____ Nichols Hills _____, Oklahoma, this 10th day of _____ June _____, 20 25 .

Presiding Officer

Official Title

**ATTESTING
OFFICER'S SEAL**

ATTEST:

Attesting Officer

Official Title

Note 1: Where Treasurer is appointed for an indefinite term, provide the original date of appointment. This form must be submitted annually even if Treasurer is appointed for an indefinite term, and must be submitted at any time a bond renews or the named Surety changes.

Note 2: Treasurer should not have custody of his own bond. If Financial Secretary of City serves both as Clerk and Treasurer, Mayor or other chief officer should have custody.

Note 3: See 11 Okl.St. Ann. § 8-105, requiring bond for Treasurer of a municipality; 70 Okl.St. Ann §§ 5-114 & 5-115 requiring bond for Treasurer of a Board of Education; and 65 Okl.St. Ann. § 4-105 requiring bond for Multi-County Library.

**CERTIFICATE AND
ORDER**

OF City of Nichols Hills
Name of Public Body
County of Oklahoma

State of Oklahoma, to the County Clerk and
County Treasurer
Qualifying _____

_____, Okla.,
as Treasurer of said Public Body.

Received and Filed this _____ day of
_____ 20 _____

County Clerk- County Treasurer

Deputy

Amount of Bond \$ 250,000.00

Date of Bond July 1 20 25

Bond Expires/Renews June 30 20 26

SURETIES

Print

Clear Form



3650 S. Boulevard • Edmond, OK 73013 • omag.org
405.657.1400 • 800.234.9461 • FAX 405.657.1401

BOND RENEWAL FOR 2025-2026

CITY OF NICHOLS HILLS

CITY TREASURER BOND

G.P. JOHNSON HIGHTOWER For City of Nichols Hills

BOND NUMBER 72040451

EFFECTIVE DATE: 07/01/2025

EXPIRATION DATE: 07/01/2026

\$250,000.00 PENALTY

INSURING CLAUSE:

**THIS CITY TREASURER BOND IS ISSUED FOR INDEFINITE
TERM BUT IS INVOICED ANNUALLY.**

**This form does not replace the original written
bond and/or any Change Notices or Riders
pertaining to this bond.**

This form will serve as renewal for calendar year.



City Council Item Report

MEETING DATE

June 10, 2025

AGENDA ITEM # 7.d

Request from Public Works Director Randy Lawrence to install five dual-port charging stations with two switchable chargers per station and one switchable wall-mount charging station, not to exceed \$62,500.00. To be paid out of the General-CIP Fund.

ATTACHMENTS

1. EV Charging Station Installation Estimates 2025.
2. Barnett Electric EV Quote
3. Baxter Electric
4. Metroplex estimate_26047326

INTEROFFICE MEMORANDUM

TO: AMANDA COPELAND
FROM: RANDY LAWRENCE
SUBJECT: EV CHARGING STATION INSTALLATION
DATE: 6/2/2025

Amanda,

The Public Works Department received three estimates for the installation of (5) five dual port charging stations with (2) two switchable chargers per station, and (1) one switchable wall mount charging station. The estimates are below. We ask that the lower estimate from Metroplex be accepted in the amount of \$62,500.00.

- 1). Baxter Electric - \$105,184.90.
- 2). Barnett Electrical - \$92,112.00.
- 3). Metroplex Electric - \$62,500.00.

Thank you.

Randy Lawrence.

Hello, this is your estimate

Location: 1009 Northwest 75th Street, Nichols Hills, OK, 73116

JOB ID
42460313

New Install

Install Power for New EV Chargers

Your Price
\$92,112.00

Member Price
\$90,269.76 – \$87,506.40

Accept Estimate

Summary

Quoted per specs in plans
Includes NEMA 4 Gear
Includes all materials and labor for scope listed in engineered plans
(NEMA 4 has a 50-70 day Lead...



CE1

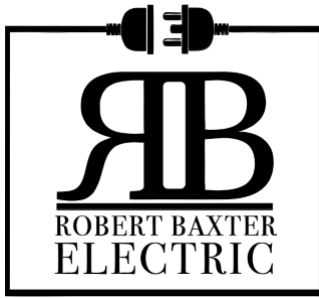
Member Price	Your Price
\$90,269.76 – \$87,506.40	\$92,112.00

Per Scope Listed

Subtotal	\$92,112.00
Tax	\$0.00

Did you know that with a membership, you could have saved

\$1,842.24 – \$4,605.60?



16500 N. Pennsylvania Ave.
Edmond, OK 73012
(405) 340-5670 / (405) 664-8330
robertbaxterelectric@gmail.com

Estimate

ESTIMATE#	1066758165
DATE	05/09/2025
PO#	

CUSTOMER
Nichols Hills Public Works (405) 843-5222

SERVICE LOCATION
Nichols Hills Public Works 1009 NW 75th St Oklahoma City Oklahoma 73116-7005 (405) 843-5222

DESCRIPTION	10 charging stations for EV's---5 dual port chargers level one. ---1 wall mount level 2 --See Randy Lawrence
-------------	--

Estimate

Description	Qty	Rate	Total
Add rack to support additional 400A 4X panel per drawings and 112.5 Kva 480/270 to 208/120 nema 4X transformer	1.00	0.00	0.00
Add conduit in trenches provided by G.C. from new panel location to each charging station location and install wire for required ampacity per drawing	1.00	0.00	0.00
Add conduit and wiring from panel on east side of main building to location of fifth charging station north side of main building per drawing	1.00	0.00	0.00
Add breaker and correct wiring for new charger on northwest side of wash bay building per drawing	1.00	0.00	0.00
Total	1.00	105,184.90	105,184.90

CUSTOMER MESSAGE
Estimate is only valid for 30 days This estimate is based on information provided and what could be visually acquired during on site visit. If this information changes, price changes could incur. A 3% Fee will be added to credit/debit card payments over \$500. All returned checks will incur a \$55.00 penalty.

Estimate Total: \$105,184.90

PRE-WORK SIGNATURE

Signed By:



6420 Broadway Ext
Oklahoma City, OK 73116
(405) 848-4611
servicecenter@metroplexelectric.net

Estimate

ESTIMATE#	26047326
DATE	05/16/2025
PO#	

CUSTOMER
City Of Nichols Hills 1009 NW 75th St Oklahoma City Oklahoma 73116-7005 (405) 843-5239

SERVICE LOCATION
City Of Nichols Hills 1009 NW 75th St Oklahoma City Oklahoma 73116-7005 (405) 843-5239

DESCRIPTION	EV Chargers
-------------	-------------

Estimate		
Description	Rate	Total
CONTRACT 1.Furnish and install conduit, conductors, and breakers for new EV chargers. (EV chargers supplied by others) 2. Furnish and install new 112.5 KVA transformer T1. 3. Furnish and install new 400A panel EV.		

CUSTOMER MESSAGE
1. This estimate excludes concrete cutting and repairs. 2. This estimate excludes concrete.

Estimate Total: **\$62,500.00**

PRE-WORK SIGNATURE

Signed By:



City Council Item Report

MEETING DATE

June 10, 2025

AGENDA ITEM # 7.e

Request from Information Systems Manager Scott Johnston to purchase a new hosted phone system. The total will not exceed \$56,539.27, to be paid from the 2023 GO Bonds and other funds.

ATTACHMENTS

1. Phone System Memo



CITY OF NICHOLS HILLS

Scott Johnston
Information Systems Manager

TO: Amanda Copeland
FROM: Scott Johnston
SUBJECT: Phone System
DATE: June 3, 2025

The Information Systems Department is seeking approval to purchase a new phone system for the City of Nichols Hills using funds from the 2023 GO Bond. We have obtained quotes from three reputable phone system providers, which are detailed below. The quotes include hardware, installation, and support under a three-year agreement. The initial quote represents a one-time cost for all phone equipment and installation. The 3-year bundled quote includes the one-time costs for all phone equipment, installation, and three years of hosted services and support.

We recommend accepting the lowest quote from Peak UpTime, which includes hardware, software, and three years of hosted service and support, totaling \$56,539.27.

Company	Quote	3-Yr Bundle Quote	Term
ShotRok	\$31,614.91	No Offer	3 Year
Travis Voice & Data	\$21,968.00	\$77,711.00	3 Year
Peak UpTime	\$19,094.27	\$56,539.27	3 Year

Phone Systems Review
May 15, 2025
Scott Johnston
Information Systems Manager

This review covers three different phone system providers and the two types of phone systems they offer: Hosted and On-Premise.

The providers are:

- ShotRok
- Travis Voice & Data
- Peak UpTime

My main objective in this review is to identify which phone provider can offer the City the best phone system at the most competitive price.

Reason for Research

The purpose of this research is to replace the City's aging phone system, which will need to be replaced before June 2026. The current phone controllers will reach their end-of-life status, meaning we will no longer receive support or parts for this system.

Conclusion

I prefer a hosted phone system, as it is designed with redundancy in mind. The City currently uses two different internet service providers configured to automatically failover between the two. This means that if one connection goes down, the failover is immediate, ensuring no disruption is noticed.

With this phone system, the database would be hosted with failover backups located in multiple locations across the United States. Therefore, if the primary hosting site encounters issues, the system can quickly switch to the next available hosted site without service disruption.

Automatic failover programming activates in the event of a total disruption in internet service at the customer's location. When this occurs, the hosted system detects the connection issue and automatically forwards all main telephone numbers to designated mobile phones. Once the internet connection is restored, the system will revert to its original programming automatically, eliminating the need for manual intervention, as is currently required when our phone circuit requires maintenance or experiences an issue.

The options for redundancy, phone line recording, automatic failover programming, and system scalability make this solution my top choice. Over one year, the City would save a total of \$6,710.16 on its current phone bill, amounting to \$20,130.48 in savings over three years.

City Council Item Report

MEETING DATE

June 10, 2025

AGENDA ITEM # 7.f

Finley & Cook, PLLC, Audit Engagement letter and Compilation Engagement letter for the fiscal year end June 30, 2025.

ATTACHMENTS

1. Nichols Hills, City of

March 3, 2025

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

Dear Council Members:

We are pleased to confirm our understanding of the services we are to provide the City of Nichols Hills (the "City") for the year ended June 30, 2025.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the City as of and for the year ended June 30, 2025. Accounting standards generally accepted in the United States (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedule (Budgetary Basis)—General Fund.

(Continued)

Audit Scope and Objectives, Continued

- 3) Schedule of Share of Net Pension Liability (Asset)—Police Pension.
- 4) Schedule of City Contributions—Police Pension & Retirement System.
- 5) Schedule of Share of Net Pension Liability—Firefighter’s System.
- 6) Schedule of City Contributions—Firefighter’s Pension & Retirement System.
- 7) Schedule of Changes in Net Pension Liability (Asset) and Related Ratios—OkMRF.
- 8) Schedule of Employer Contributions—OkMRF.
- 9) Schedule of Changes in Total OPEB Liability and Related Ratios.

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report accompanying our auditors’ report on the financial statements:

- 1) Combining Balance Sheet—General Fund Accounts.
- 2) Combining Schedule of Revenues, Expenditures, and Changes in Fund Balance—General Fund Accounts.
- 3) Combining Balance Sheet—Nonmajor Governmental Funds.
- 4) Combining Statement of Revenues, Expenditures, and Changes in Fund Balance—Nonmajor Governmental Funds.
- 5) Budgetary Comparison Schedule—Nonmajor Governmental Funds.
- 6) Budgetary Comparison Schedule—Major Governmental Funds.
- 7) Combining Schedule of Net Position—NHMA Enterprise Fund Accounts.
- 8) Combining Schedule of Revenues, Expenses, and Changes in Net Position—NHMA Enterprise Fund Account.

Audit Scope and Objectives, Continued

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report:

- 1) Introductory section for the Annual Comprehensive Financial Report (ACFR).
- 2) Statistical section for the ACFR.
- 3) Other supplemental information for the ACFR.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditors' report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditors' Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the City and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

Auditors' Responsibilities for the Audit of the Financial Statements, Continued

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

Auditors' Responsibilities for the Audit of the Financial Statements, Continued

According to GAAS, significant risks include management override of controls, and GAAS presumes that revenue recognition is a significant risk. Accordingly, we have considered these as significant risks. In addition, we have also identified the following significant risk(s) of material misstatement as part of our audit planning:

- Recording of revenues and related receivables or unearned revenue in accordance with GAAP and in the proper period.
- Recording of expenses and related payables or accrued liabilities in accordance with GAAP and in the proper period.
- Expending funds received from federal grants in accordance with the requirements of grant agreements and the Uniform Guidance.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the City and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

Responsibilities of Management for the Financial Statements, Continued

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

Engagement Administration, Fees, and Other, Continued

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Finley & Cook, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Oklahoma State Auditor and Inspector (SAI) or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Finley & Cook, LLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of 5 years after the report release date or for any additional period requested by the SAI. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Chance Allison is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit in November 2025 and to issue our reports no later than January 10, 2026.

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, confirmation service provider fees, etc.) except that we agree that our gross fee, including expenses, will not exceed \$40,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue a written report upon completion of our audit of the City 's financial statements. Our report will be addressed to the Honorable Mayor and Members of the City Council of the City of Nichols Hills. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City 's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

City Council
City of Nichols Hills
March 3, 2025
Page -10-

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Sincerely,



Chance Allison
Partner

Management Signature and Title

Date

Governance Signature and Title

Date

(ALG CL-1.3 (2/24))



City Council Item Report

MEETING DATE

June 10, 2025

AGENDA ITEM # 7.g

Accounting & Financial Consulting Contract with Crawford and Associates, PC.

ATTACHMENTS

1. Nichols Hills FY25 Eng Ltr

April 23, 2025

Honorable Mayor, Members of the City Council, and Board of Trustees of the
Nichols Hills Municipal Authority
City of Nichols Hills
6407 Avondale DR
Nichols Hills, OK 73116-6403

To the Honorable Mayor, Members of the City Council, and Board of Trustees of the
Nichols Hills Municipal Authority:

Crawford & Associates, P.C. is pleased that the City of Nichols Hills, Oklahoma and the Nichols Hills Municipal Authority (collectively the "City") continues to express its confidence in our firm and our state and local government expertise. We look forward to a continued long and successful relationship as an integral financial management resource to the City of Nichols Hills management and governing body.

We are prepared to provide a full range of accounting and consulting services to the City contingent upon approval of your management and/or governing body. The purpose of this engagement letter is to identify the scope of available services from Crawford & Associates, the specific initial services requested at this time, and to confirm the terms, objectives, and limitations of our engagement services.

Scope of Services

The scope of professional services that are available and can be provided to the City are outlined below under the heading *Scope of Available Services*. While this listing includes a range of services available from Crawford & Associates, the specific initial services requested to be provided at the current time are separately identified under the heading *Initial Services Requested*. Any additional services that are available from Crawford & Associates beyond these initially requested services can be provided upon subsequent specific request and agreement.

Scope of Available Services

- Preparation of Annual Financial Statements
- General Accounting and Advisory Assistance
- Budget Preparation and Amendment Assistance
- Capital Asset Records and Accounting Assistance
- Information Technology System Assistance
- Internal Control Policies and Procedures Assistance
- Labor Relations Consulting
- Laws and Regulations Compliance Assistance
- Investigation of Allegations or Concerns
- Tax and Other Regulatory Report Assistance

Initial Services Requested

- Preparation of Annual Financial Statements
- General Accounting and Advisory Assistance

Preparation of Sinking Fund Estimate of Needs for the fiscal year ending June 30, 2026
Preparation of Sinking Fund Financial Statements for the fiscal year ending June 30, 2025

Services Related to the Preparation of Annual Financial Statements

You have requested that we prepare the annual financial statements of the financial reporting entity of the City as of and for the year ended June 30, 2025. Such financial statements will include:

- a. Basic Financial Statements, including notes to the financial statements
- b. Required Supplementary Information
- c. Supplementary Information (to the extent management elects to include)
- d. Other Information (to the extent management elects to include)

Crawford & Associates' Responsibilities

The objective of our engagement is to prepare the annual financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARs) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

Management Responsibilities

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial statements in accordance with SSARs:

- a. The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements
- b. The prevention and detection of fraud
- c. To ensure that the entity complies with the laws and regulations applicable to its activities

d. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements

e. To provide us with:

- i. Documentation, and other related information that is relevant to the preparation and presentation of the financial statements,
- ii. Additional information that may be requested for the purpose of the preparation of the financial statements, and
- iii. Unrestricted access to persons within the City, of whom we determine necessary to communicate.

The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them.

Services Related to the Preparation of Prescribed Form Financial Statements and Schedules

You have requested that we prepare the prescribed form financial statements and schedules of the City as of and for the years listed below, in accordance with the basis of accounting prescribed by the Office of the Oklahoma State Auditor and Inspector pursuant to 68 OS Section 3003.B and as promulgated by 68 OS Section 3009-3011. Such prescribed forms will include:

- a. Sinking Fund Estimate of Needs for the fiscal year ending June 30, 2026
- b. Sinking Fund Financial Statements for the fiscal year ending June 30, 2025

Crawford & Associates' Responsibilities

The objective of our engagement is to prepare the prescribed form financial statements and schedules listed above in accordance with the basis of accounting referenced above, based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARSs) promulgated by the Accounting and Review Service Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the prescribed form financial statements and schedules.

The prescribed form financial statements and schedules will be presented in accordance with the requirements of Oklahoma statutes referenced above and are not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America.

The preparation engagement cannot be relied upon to identify or disclose any prescribed form financial statement or schedule misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

Management's Responsibilities

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the prescribed form financial statements and schedules in accordance with the basis of accounting referenced above. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your prescribed form financial statements and schedules in accordance with SSARSs:

1. The selection of the basis of accounting referenced above as the financial reporting framework to be applied in the preparation of the financial statements and schedules;
2. The prevention and detection of fraud;
3. To ensure that the entity complies with the laws and regulations applicable to its activities;
4. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements and schedules
5. To provide us with:
 - a. Documentation, and other related information that is relevant to the preparation and presentation of the prescribed form financial statements and schedules,
 - b. Additional information that may be requested for the purpose of the preparation of the prescribed form financial statements and schedules, and
 - c. Unrestricted access to persons within the City of whom we determine necessary to communicate.

The prescribed form financial statements and schedules will not be accompanied by a report. However, you agree that the prescribed form financial statements and schedules will clearly indicate on each page that no assurance is provided on them.

Other Requested and Available Services

In conjunction with the other requested and available services (other than the preparation of the annual financial statements) as identified in the Scope of Services section of this letter, Crawford & Associates will be responsible for providing such services upon request in accordance with the applicable professional standards of the AICPA. It is anticipated that most if not all of these other services will be performed in accordance with the standards applicable to consulting services as prescribed by the AICPA.

Crawford & Associates, is not obligated to, but may report or otherwise communicate to management any recommendations, it determines necessary, resulting from the professional services provided.

Management and the governing body will be responsible for establishing the scope of our other professional services to be provided and for providing the necessary resources allocated to the work; such responsibility includes determining the nature, scope, and extent of the services to be performed, providing sufficient appropriation for the estimated cost of these services, providing overall direction and oversight for each service, and reviewing and accepting the results of the work.

Access to Working Papers and Reports

Any working papers prepared by Crawford & Associates in connection with performing the financial statement preparation and other professional services are the property of Crawford & Associates. Upon request, copies of any or all working papers and reports that we consider to be nonproprietary will be provided to management. Management may make such copies available to its external auditors and to certain regulators in the exercise of their statutory oversight responsibilities. Such copies may not be made available to any other third party without the prior written consent from Crawford & Associates.

Fees and Costs

Fees and out-of-pocket expenses for this engagement will be billed as the work progresses and payable upon receipt of our invoices. Out-of-pocket expenses include such costs incurred by Crawford & Associates in providing the services including travel, lodging, telecommunications, printing, document reproduction, and the like. Our fees for these services will be billed at our standard hourly rates, as follows, for the individual performing such services based on the actual number of hours of work, including travel time, performed by that individual.

Standard Hourly Rates:

- Firm President \$275
- Shareholders \$190
- Senior Managers \$170
- Managers \$150
- Senior Professional Staff \$130
- Professional Staff \$90
- Clerical Staff \$60

Because Crawford & Associates has no direct control over the type and amount of services requested by the management or the governing body during the term of this engagement, nor does Crawford & Associates have direct control over the quality of your accounting system or records, potential turnover of your staff, or your staffing levels, resources, or capabilities, it is impractical for us to provide an accurate amount of hours that will be required for the services requested or a not-to-exceed limit on fees and expenses charged. We will rely on you to provide us with a copy of approved purchase orders, containing estimated fees and expenses, monitor the cumulative fees and expenses charged, and notify us if and when the cumulative amount approaches the total appropriated level estimated. You also agree to provide sufficient appropriation for all services requested prior to the services being performed. For purposes of purchase order preparation, we will be glad to provide you with an estimated range of fees and expenses upon request. In the event we complete FY 2025 prior to the end of FY 2026, we may begin interim preparations in the spring of 2026 to facilitate a more timely issuance of FY 2026's financial statements.

The term of this engagement is a period from July 1, 2025 through June 30, 2026. Crawford & Associates may perform additional services upon receipt of a formal request from management or the governing body with terms and conditions that are acceptable to both parties.

The agreements and undertakings contained in this engagement letter, shall survive the completion or termination of this engagement.

Acceptance

Please indicate your acceptance of this agreement by signing in the space provided below and returning this engagement letter to us. A duplicate copy of this engagement letter is provided for your records. We look forward to continuing our professional relationship with the City of Nichols Hills.

Respectfully submitted and agreed to by,

A handwritten signature in black ink, appearing to read "Frank Crawford", is written over a large, faint, light blue watermark of the number "16".

Frank Crawford
Crawford and Associates, P.C.

Accepted by the Council of the City of Nichols Hills, Oklahoma and the Chairman and Trustees of the Nichols Hills Municipal Authority on this _____ day of _____, 2025.

CITY OF NICHOLS HILLS, OKLAHOMA
A Municipal Corporation

NICHOLS HILLS MUNICIPAL AUTHORITY

Mayor

Chairman

ATTEST:

City Clerk

APPROVED as to form this _____ day of _____, 2025.

City Attorney



City Council Item Report

MEETING DATE

June 10, 2025

AGENDA ITEM # 7.h

Automatic Aid Agreement between The City of the Village and the City of Nichols Hills for Fiscal Year 2025-2026.

ATTACHMENTS

1. Mutual Aid Agreement with The Village 2025-2026

AUTOMATIC MUTUAL AID AGREEMENT BETWEEN
THE CITY OF THE VILLAGE, OKLAHOMA AND THE CITY OF
NICHOLS HILLS, OKLAHOMA

This Automatic Mutual Aid Agreement (this "Agreement") is entered into as hereinafter set forth by and between the City of The Village, Oklahoma, a municipal corporation organized and existing under the laws of the State of Oklahoma (hereinafter also referred to as "The Village") and The City of Nichols Hills, Oklahoma, a municipal corporation organized and existing under the laws of the State of Oklahoma (hereinafter also referred to as "Nichols Hills").

WHEREAS, 11 Okla. Stat. 29-105 authorizes this Agreement and each entity is securing the benefits of automatic mutual aid to protect the health, safety and welfare of all the residents of The Village and Nichols Hills from fire, and disaster.

WHEREAS, each entity wishes to pool their resources, manpower, and expertise in times of peril and danger.

NOW, THEREFORE, the parties agree to the following provisions:

Term

1. This Automatic Mutual Aid Agreement entered into by and between the City of Nichols Hills, Oklahoma and the City of The Village, Oklahoma shall be effective on the effective date as provided under the heading "Effective Date," and shall remain in full force and effect until June 30, 2026 or until terminated by either party as defined under the heading "Termination."
2. By established protocol fire fighting equipment and personnel of the Nichols Hills Fire Department will be dispatched to any location, as designated by the authorized representative of The Village Fire Department, within the area for which The Village Fire Department normally provides fire protection.
3. By established protocol fire fighting equipment and personnel of The Village Fire Department will be dispatched to any location, as designated by the authorized representative of the Nichols Hills Fire Department, within the area for which the Nichols Hills Fire Department normally provides fire protection.

4. Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:
- a. Any request for aid hereunder shall specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and number of personnel to be furnished shall be determined by a representative of the assisting organization.
 - b. The assisting organization shall report to the officer in charge of the requesting organization at the location to which the equipment was dispatched, and shall be subject to the orders of that official under common Incident Command System (“ICS”) practices.
 - c. An assisting organization shall be released by the requesting organization when the services of the assisting organization are no longer required. When the assisting organization is needed within the area for which it normally provides fire protection, as determined by the authorized representative of the assisting organization, it may terminate assistance to the requesting organization unless termination would jeopardize the safety of fire-fighting personnel within a burning structure.
 - d. Each party waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement.
 - e. All equipment used by The Village Fire Department and Nichols Hills Fire Department in carrying out this Agreement will, at the time of action hereunder, be owned by or under the jurisdiction of The Village Fire Department and Nichols Hills Fire Department, respectively; and all personnel acting for The Village Fire Department and Nichols Hills Fire Department under this Agreement will, at the time of such action, be an employee or volunteer member of their respective Fire Department.
 - f. If it is the opinion of the assisting Fire Chief or his authorized representative that assistance is impossible due to fires or perilous conditions within his district, that relevant equipment is not in proper working condition, or that a condition exists within his district such that provision of assistance to the other department would cause a danger or hazard to the inhabitants of his district, response may be withheld, limited or delayed.

Termination

5. This Agreement may be terminated at any time by either party, with or without cause, upon thirty (30) days written notice to the City Manager, the Mayor and the Chief of the Fire Department of the other party.

No Third Party Beneficiaries

6. It is not the intent of this Automatic Mutual Aid Agreement to create any rights in any third parties.

Authorized Representative

7. The Chief of the Fire Department of each entity shall be an authorized representative of said Department and may designate such subordinates in his Department as he determines necessary to act as authorized representative in his absence. Each Chief shall provide his counterpart with a list of authorized representatives and phone numbers for contract purposes.

Not Assignable

8. This Agreement is not assignable.

Execution

9. This Agreement shall be executed in quadruplicate, each copy of which shall be as an original.

Effective Date

10. This Agreement shall be effective upon execution hereof by the last party thereto.

Amendment

11. This Agreement may not be amended except by express written agreement of all parties hereto.

Captions

12. The captions, titles, and headings contained herein are for convenience of reference only and shall not otherwise control the interpretation of any provision hereof.

Interpretation

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

Preservation of Defenses and Right

14. Neither party hereto waives any defenses or rights available pursuant to the Governmental Tort Claims Act at 51 O.S. 151 et. seq., common law, statutes, or

constitutions of the United States or the State of Oklahoma by entering into this agreement.

Whole Agreement

15. It is mutually understood and agreed by the parties hereto that this Agreement contains all of the covenants, stipulations and provisions agreed upon by said parties and no agent or other party to this Agreement has authority to alter or change the terms hereof, except as provided herein, and no party is or shall be bound by any statement or representation not in conformity herewith.

Accepted by the Council of the City of Nichols Hills, on this 10th day of June, 2025.

CITY OF NICHOLS HILLS, OKLAHOMA
A Municipal Corporation

Mayor

ATTEST:

City Clerk, City of Nichols Hills, Oklahoma

Accepted by the Council of the City of The Village, Oklahoma, on this ____ day of _____, 2025.

CITY OF THE VILLAGE, OKLAHOMA
A Municipal Corporation

Mayor

ATTEST:

City Clerk, City of The Village, Oklahoma

REVIEWED as to form and legality this 10th day of June, 2025.

City Attorney
City of Nichols Hills, Oklahoma

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

City Attorney
City of The Village, Oklahoma



City Council Item Report

MEETING DATE

June 10, 2025

AGENDA ITEM # 7.i

Minor Repairs and Maintenance on Streets Agreement with Oklahoma County for Fiscal Year 2025-2026.

ATTACHMENTS

1. 7h Nichols Hills Mutual Cooperation Agreement D2 AG 04-16-2025 NEEDS SIGS!!!

County Request No. 194

REQUEST FOR LEGAL SERVICES

This form is used to provide legal opinions and contract approval by the District Attorney's Office. Only that advice that is related to a pending or potential claim against the County or its officers and employees is protected by the attorney-client privilege. Opinions that are privileged should not be disclosed to anyone or the privilege may be waived.

All legal opinions and approvals rendered are based only on the documentation and information stated below or attached to this form and, thus, it is important that all relevant facts and information be provided at the time of review. Please advise the District Attorney's Office of new or additional information, as it may cause the opinion to change. In all cases, the opinions of the District Attorney's Office are not binding on the County, its officers or employees and may be followed or disregarded in the discretion of the elected official.

Date of Request: 04/09/2025 Department: District 2

State the nature of the legal request: _____

Review as to legality and form - FY26 General Mutual Cooperation Agreement between the City of Nichols Hills and the BOCC of Oklahoma County

RECEIVED

APR 09 2025

**CIVIL DIVISION
DISTRICT ATTORNEY**

Brandi Herten Chief Deputy D2
County Officer or Department Director

Reply of District Attorney's Office: _____

Reviewed

Date of Reply: 4/10/25

Ken E. [Signature]
Assistant District Attorney

GENERAL MUTUAL COOPERATION AGREEMENT

BETWEEN THE CITY OF NICHOLS HILLS & THE BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY

THIS GENERAL MUTUAL COOPERATION AGREEMENT (the "Agreement") is entered into effective JULY 1, 2025, between the **CITY OF NICHOLS HILLS** a municipal corporation organized and existing under the laws of the State of Oklahoma (the "Municipality"), and the **BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY**, a political subdivision organized and existing under the laws of the State of Oklahoma (the "County").

RECITALS:

WHEREAS, 69 O.S. § 601A, authorizes the County to use any funds which are in the county highway fund to construct and maintain as county highways those roads which best serve the most people of the county; and

WHEREAS, 69 O.S. § 603 provides that the County may contract for grading, draining, or hard surfacing any street within any municipality where such street is a continuation of or a connecting link in the State or County Highway System; and

WHEREAS, 69 O.S. § 1903B authorizes the County to enter into an agreement with a municipality or any two or more counties or municipalities to construct, improve, repair or maintain any of the roads, streets or highways of the other parties to the contract; and

WHEREAS, County Resolution No. 118-08 has set out procedures for tinhorn acquisition if the requested tinhorn location(s) is/are within the corporate limits of a municipality, and a legal agreement with the municipal entity to install the tinhorn and collect the fees must be approved; and,

WHEREAS, the County and the Municipality find that it is to the mutual benefit of the citizens of both the Municipality and the County to enter into an agreement for mutual cooperation for maintenance, construction, and repair of certain streets within the limits of the Municipality and the responsibility of the Municipality, and the installation of tinhorns within the limits of the Municipality.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. The County may, at their discretion, perform work to construct, improve, or repair certain roadways within the incorporated limits of the Municipality.
2. The Municipality's governing body must submit specific written requests to the County, titled regarding particularly described streets or portions of streets for which the Municipality is seeking the County's assistance in construction, improvement, repair and maintenance. Said requests shall adequately and specifically describe the street location and the specific type of

assistance needed from the County and describe the anticipated period of time that such assistance shall be needed. If the County approves the Municipality's request for assistance, said request shall be performed pursuant to the authority of this Agreement and the specific agreement.

3. The Municipality shall, under the specific agreement, furnish to the County the funds to pay the Municipality's share of the costs of labor, engineering, equipment, and material.

4. No party to the contract shall be liable for the acts or omissions of the other party or for failure to inspect or supervise the performance of the other party.

5. The parties understand and agree that this Agreement in no way relieves the Municipality of the Municipality's primary duty to maintain its streets in a reasonably safe condition for travel by the public for the duration of the project.

6. Municipality hereby represents and warrants to County that the Municipality owns, leases, or holds beneficial easements on any and all real property on which they seek the County's assistance in construction, improvement, repair or maintenance.

7. Notwithstanding anything to the contrary herein, the Municipality acknowledges that the County's performance of work under this agreement is subject to the County's availability of highway department personnel, equipment, labor and materials, and to weather conditions or circumstances beyond the reasonable control of County.

8. This Agreement shall commence on JULY 1, 2025, and continue through JUNE 30, 2026.

APPROVED by the governing bodies of the parties on the dates hereafter set forth.

MUNICIPALITY

APPROVED by the Municipality this _____ day of _____,
2025.

ATTEST:

City Clerk

By _____
Mayor

APPROVED as to form and legality this _____ day of _____, 2025.

City Attorney

COUNTY

APPROVED by the County this 16th day of April,
2025.

**BOARD OF COUNTY COMMISSIONERS
OF OKLAHOMA COUNTY, OKLAHOMA**

By [Signature]
Chairman

By [Signature]
Member

By [Signature]
Member

ATTEST:

Marissa Ineat
County Clerk



APPROVED as to form and legality this 10 day of April, 2025.

[Signature]
Assistant District Attorney



City Council Item Report

MEETING DATE

June 10, 2025

AGENDA ITEM # 7.j

Landscape Maintenance Contract with Northwest Lawn for Fiscal Year 2025-2026.

ATTACHMENTS

1. NWL Contract 2025

Northwest Lawn Maintenance, Inc.

P0 Box 7675 Edmond, OK 73083-7675

Phone: (405) 348-7646

E-mail: NWLAWN@SWBELL.NET

Lawn & Landscape Maintenance Contract

Northwest Lawn Maintenance, Inc. ("Northwest Lawn") agrees to provide all labor and materials to complete the lawn & landscape maintenance services listed below for the City of Nichols Hills, Oklahoma (the "City"), locations to include but not limited to City Property and Public Parks, City Hall, Fire Department, Public Works, Mayor's Park, G A Nichols Park, Woods Park Grand Canal, Grand Ball Field, 63rd Street Sign Lot and Love Park, in return for payment as agreed herein:

1) Weekly lawn maintenance consisting of mowing all areas, bagging all areas indicated, and edging, weed eating, and blowing areas. Trash removal and gutter clean up with every mowing. 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.

2) Weeding of flowerbeds and removing leaves and debris to be performed with every service. These services are included with the mowing costs above.

3) 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. Northwest Lawn will perform leaf removal on the following schedule:

A) 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. Overseeded and existing rye/fescue parks will have leaf removal performed no less than 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. Leaf removal in all parks is included in the price for mowing listed above.

4) Weed control and fertilization services will be provided at City Hall, the adjacent fire and police stations, Mayor's Park, G. A Nichols Park, Love Park, Woods Park Grand Canal, Grand Ball Field, and the Public Works facility as directed in the specifications provided by the City, this include fertilization of Woods Park Grand Canal. These services include 5 fertilizations with a balanced, approved fertilizer to turf areas only. Services also will include 3 applications each of pre-emergent and post emergent weed control, as well as spot applications of post emergent weed control to provide a weed free lawn.

5) Spring and fall planting to be performed as directed in the specifications provided by the City at City Hall, the adjacent fire and police stations, Public Works, G. A. Nichols Park, and Shamrock Park as follows:

City Hall/Fire Station

Spring:

22 flats annuals
4 bags manure
10 bags long fiber cedar mulch

Fall:

22 flats annuals
4 bags manure
10 bags long fiber cedar

G. A. Nichols Park(Clock Tower)

Spring:

40 flats annuals
2 bags manure
15 bags long fiber cedar mulch

Fall:

40 flats annuals
2 bags manure
15 bags long fiber cedar mulch
250 Mixed Tulip Bulb

Public Works

Spring:

25 flats annuals
5 bags manure
12 bags long fiber cedar mulch

Fall:

25 flats annuals
5 bags manure
12 bags long fiber cedar mulch

Mayors Park

Spring:

4 flats annuals
15 bags long fiber cedar mulch

Fall:

4 flats annuals
15 bags long fiber cedar mulch

6) Overseeding of lawn areas with fescue in the Spring & Fall. This service includes applying amendments and seed at City Hall, the adjacent fire and police stations, Public Works, G. A. Nichols Park & Mayors Park.

2 services performed per year

7) Scalping lawn areas once in the early spring to remove all thatch, improve sunlight and air circulation to new turf. This service to include mowing all turf areas at a height of $\frac{3}{4}$ inch or lower, edging, weed eating, and blowing all concrete areas free of debris. All thatch will be hauled away upon completion of service at overseed areas / parks.

2 services performed per year

8) Liquid Fertilization of Fescue turf areas 4 times per year to maintain healthy growth and appearance. Fertilizer mix to be appropriate for season and turf type under the guidelines set forth by the OSU extension.

4 services performed per year

9) Turf insect control for grubs will be performed two times a year Applications will be performed at the appropriate time for best possible results.

2 services performed per year.

10) Liquid application of flight control to act as a goose deterrent at City Hall

3 services performed per year

11) Fescue turf disease control will be performed three times a year Applications will be performed at the appropriate time for best possible results.
3 services performed per year

12) Bed and tree well service performed monthly basis. This service to include weeding all beds, pruning all shrubs and groundcovers will be pruned as needed throughout the growing season, to preserve form and growth habit cultivating soil or mulch to present a fresh appearance and removing all leaves and debris from beds. All trash will be picked up and removed from the property with every service.
12 services performed per year

13) Sprinkler system maintenance to include turning system off in winter and turning on in spring, as well as mid season checks to ensure proper coverage and watering times & minor repairs of 36 irrigation controllers at an average of 1 hour per controller
12 services per year at a total of \$20,100.00

Any major repairs like valve repair / replacement / pop up head / rotary head / line repairs will be billed extra

14) Trash can bag removal three times a week of all +/- 44 trash cans cleanup around cans to assure a clean, kept appearance of the property. All debris will be removed from the property upon completion of each service.
132 stops per week for a yearly total of \$44,096.00

15) Weekly dog waste station bag replacement work of 28 waste stations. All debris will be removed from the property upon completion of each service.
52 annual services for a total of \$5,824.00

16) Playground sand maintenance at Davis park to be performed on a monthly basis this includes cultivating sand to present a fresh appearance, and removing any leaves, debris, roots, & encroaching grass around the edges. All trash will be picked up and removed from the property with every service.
12 services per year for a total of \$1,080.00

17) Weekly lawn maintenance at 1844 Westminster consisting of mowing and bagging grass, removing clippings, edging, weedeating, and blowing hardscaped areas. Trash removed in all hardscaped and turf areas to be performed prior to every mowing.
28 services per year at a total of \$980.00

18) Bed and shrub service performed three times a year during the growing season. This service shall include weeding all beds, cultivating soil or mulch in bed areas to present a fresh appearance, and removing all leaves and debris from beds. In addition, all shrubs and groundcover will be pruned as needed throughout the growing season, to preserve form and growth habit. All trash will be picked up and removed from the beds with every service.
3 services per year at a total of \$576.00

19) Trim shrubs along Western Ave at Marlboro Lane as needed to maintain form and keep vehicle line of sight clear.

3 services per year at a total of \$1,728.00

The following is a list of equipment that can be used by Northwest Lawn to maintain the City's parks:

24 Toro tractors with 61" decks

4 Toro Groundsmaster tractor with 144" deck

10 Toro tractors with 48" decks and grass collection systems

75 21" Toro walk behind mowers

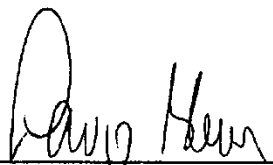
40 Stihl edger's

40 Stihl string trimmers

40 Echo blowers

Total Cost for all Listed Services. \$211,452.00

Payment in the total amount of \$211,452.00 shall be made in 12 equal monthly payments of **\$17,621.00**, due upon receipt of monthly invoices detailing the work performed for each month. The aforementioned monthly payments shall include payment for all services described in this contract. This contract shall be in effect for a term of one year beginning on July 1, 2025 and ending on June 30, 2026. The City of Nichols Hills shall have the option to renew this contract for additional terms, not to exceed one fiscal year each, to be exercised by giving written notice of renewal to Northwest Lawn within seven (7) days after the expiration of a renewal term then in effect. Insurance certificates will be sent by Northwest Lawn to the City upon signing of this contract. Northwest Lawn represents to the City that Northwest Lawn carries a \$1,000,000.00 general/auto liability policy, as well as complete worker's compensation coverage on all of its employees. Northwest Lawn meets the insurance requirements set forth by the City.



David Glover

Northwest Lawn Maintenance, Inc.

Northwest Lawn Maintenance, Inc.
PO Box 7675
Edmond, OK 73013
(405) 728-7646

This breakdown is provided to show changes in the contract bid.

On a one year contract beginning July 1, 2025 and ending June 30th 2026 with the option to renew for a second and third one year contract term.

Contract Amount \$211,452.00

Divided into twelve equal payments \$17,621.00

Year

July 1, 2025– June 30, 2026

Accepted by the Council of the City of Nichols Hills, on this _____ day of _____, 20____.

CITY OF NICHOLS HILLS, OKLAHOMA

A Municipal Corporation

Mayor

ATTEST:

City Clerk

APPROVED as to form this _____ day of _____, 20____.

City Attorney



City Council Item Report

MEETING DATE

June 10, 2025

AGENDA ITEM # 7.k

Renewal of Section 125 Cafeteria Plan and Section 105 HRA Plan Fiscal Year 2025-2026.

ATTACHMENTS

1. Keystone Administrators

City of Nichols Hills
Attn: Amanda Copeland
6407 Avondale Drive
Nichols Hills, OK 73116
Sent via Email

RE: Notice of Renewal for Employer's Section 125 Cafeteria Plan & Section 105 HRA Plan

It is our intent to renew your Section 125 Cafeteria Plan and Section 105 Health Reimbursement Arrangement (the "Plan") administrative services arrangement with Keystone Flex Administrators, L.L.C., as your third party administrator ("TPA"), for the upcoming fiscal Plan Year beginning July 1, 2025 (the "Renewal Date"). We will continue to provide the same recordkeeping and administrative services as we currently provide in connection with administration of the Plan for the upcoming fiscal Plan Year. Once you have had an opportunity to review this Agreement, please sign, date, and return the original signature page of the Agreement to Keystone Flex Administrators, L.L.C., at the email address provided. This Agreement will be effective as of the Renewal Date and continue in force unless otherwise terminated in accordance with the termination provisions as provided in the Administrative Services Agreement.

Administrative Service Fees. Administrative service fees for the upcoming Renewal will be as follows:

- FSA Monthly Administrative Fees: \$5.00/Participant/Mo.
(per Health FSA and/or DCAP account Participants) with a Minimum Monthly Administration Fee of \$125.00, due and payable by the end of the month billed
- Debit Cards Monthly Administration Fees: \$2.00/Participant/Mo.
(includes 2 Cards/Participant)
- Annual Renewal Fee (FSA): \$250.00
- HRA Monthly Administrative Fees: \$5.00/Participant/Mo.
with a Minimum Monthly Administration Fee of \$150.00, due and payable by the end of the month billed
- Annual Renewal Fee (HRA): \$250.00

NOTE: These Administrative Service Fees become a part of EXHIBIT "A" to the Administrative Services Agreement and are effective on the Renewal Date.

Non-discrimination Testing: Keystone will continue to provide educational information and general overview guidance in connection with the non-discrimination requirements for Section 125 Cafeteria Plans. The Employer will have the responsibility to perform all non-discrimination tests associated with the Plan, including the component plans and all final non-discrimination tests required based on the actual fiscal Plan Year enrollment data at the end of each fiscal Plan Year. Keystone Flex outsources this testing and can provide a quote for the cost of these tests, if desired.

The above is understood and agreed upon by both parties' signatures:

City of Nichols Hills

By: _____

Title: _____

Date: _____

Keystone Flex Administrators, L.L.C.

By: Kim Regan

Title: President/CEO

Date: 6/2/25

*****Please return a signed and dated copy of this renewal letter to**:***

Keystone Flex Administrators, L.L.C. via email to amills@keystoneflex.com. Should you have any questions, please contact our offices (405) 285-1144.



City Council Item Report

MEETING DATE

June 10, 2025

AGENDA ITEM # 7.I

Renewal of Solid Waste Collection Agreement with Republic Services for Fiscal Year 2025-2026.

ATTACHMENTS

1. Nichols Hills Renewal 2025
2. Nichols Hills Rates Effective 07_01_2025



7540 SW 59th Street, Oklahoma City, OK 73179
o 405-568-0965 www.republicservices.com

May 21, 2025

City of Nichols Hills
Shane Pate
City Manager
Nichols Hills, OK 73116

Dear Mr. Pate,

On behalf of Allied Waste/Republic Services, I would like to thank you for the opportunity of managing the City of Nichols Hills municipal solid waste needs. We take pride in the quality of service that we offer to our valued customers. Our objective is to provide you with the kind of service that has made us a premier provider of solid waste disposal services. We want to accommodate the City of Nichols Hills every need for now and in the future.

With this letter Allied Waste Services of Oklahoma City/Republic Services requests the renewal of the contract for disposal dated July 1, 2004. Effective July 1, 2025, the cubic rate per yard will be \$7.45 per cubic yard.

Sincerely,

Republic Services of Oklahoma City

By: _____
Patrick Connell, GM

Date: _____

CITY OF NICHOLS HILLS

By: _____
Mayor of Nichols Hills

Date: _____

CITY OF NICHOLS HILLS

EFFECTIVE JULY 1, 2025

COMMERCIAL RATES						
YARDS						
	2	3	4	6	8	10
1 x per week	\$ 46.52	\$ 53.89	\$ 61.20	\$ 78.37	\$ 94.27	\$ 117.63
2 x per week	\$ 83.26	\$ 97.95	\$ 112.65	\$ 144.50	\$ 171.44	\$ 235.28
3 x per week	\$ 164.08	\$ 186.11	\$ 208.14	\$ 249.81	\$ 293.91	\$ 332.66
4 x per week	\$ 254.69	\$ 284.07	\$ 311.03	\$ 367.37	\$ 423.72	\$ 464.25
5 x per week	\$ 364.93	\$ 399.19	\$ 435.95	\$ 504.54	\$ 573.08	\$ 616.61
6 x per week	\$ 466.61	\$ 533.92	\$ 575.54	\$ 702.91	\$ 788.65	\$ 818.67
Extra Lift	\$ 41.46	\$ 43.51	\$ 45.61	\$ 49.73	\$ 53.90	\$ 62.17

RECYCLE CONTAINERS

1 x per week	N/A	N/A	\$ 59.13	N/A	\$ 94.27	N/A
25yd Recycling Roll-Off Container				\$185.61 per haul		

INDUSTRIAL RATES

35 yard Compactor

Per Haul	\$ 399.83					
Per Wash Out	\$ 194.08					

*Rates do not include Flow Fees

Disposal Rate

Disposal Rate is \$7.45 per cubic yard



City Council Item Report

MEETING DATE

June 10, 2025

AGENDA ITEM # 7.m

Renewal of Solid Waste Disposal Agreement with Republic Services for Fiscal Year 2025-2026.

ATTACHMENTS

1. Nichols Hills Renewal 2025



7540 SW 59th Street, Oklahoma City, OK 73179
o 405-568-0965 www.republicservices.com

May 21, 2025

City of Nichols Hills
Shane Pate
City Manager
Nichols Hills, OK 73116

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Republic Services of Oklahoma City

By: _____
Patrick Connell, GM

Date: _____

CITY OF NICHOLS HILLS

By: _____
Mayor of Nichols Hills

Date: _____

City Council Item Report

MEETING DATE

June 10, 2025

AGENDA ITEM # 7.n

Workers' Compensation Plan renewal for July 1, 2025 to June 30, 2026. Risk Manager Lindy Hough recommends approval of the renewal.

ATTACHMENTS

1. City of Nichols Hills WC Dec Set 2025



3650 S. Boulevard • Edmond, OK 73013 • omag.org
405.657.1400 • 800.234.9461 • FAX 405.657.1401

WORKERS' COMPENSATION DECLARATION

Policy Number: WCV140017109

Policy Period: From 7/1/2025 To 7/1/2026

12.01 A.M. Standard Time at the Named Insured's Address

Company: CompSource Mutual Insurance Co.

Policy Number: 03427611

Named Insured and Address:

City of Nichols Hills

6407 Avondale Drive

Nichols Hills, OK 73116-6403

Agent:

OMAG

3650 S. BOULEVARD

EDMOND OK 73013

Telephone: 405-657-1400

Business Description: AGGREGATE DEDUCTIBLE

Type of Business: Municipality

This notice is to inform you that CompSource Mutual Insurance Company has accepted coverage for you for workers' compensation as a member of OMAG in accordance with the general coverage limits below. This notice is issued as a matter of information only and does not represent all the terms and conditions of coverage under this policy.

COVERAGES

WORKERS' COMPENSATION INSURANCE

Includes Part One and applies to the workers' compensation law of the State of Oklahoma.

EMPLOYERS' LIABILITY INSURANCE

Includes Part Two and applies to work in the State of Oklahoma. Limits of liability under Part Two:

- Bodily Injury by Accident: \$100,000 Each Accident
- Bodily Injury by Disease: \$100,000 Each Employee
- Bodily Injury by Disease: \$500,000 Policy Limit

PREMIUM

Net Premium: \$169,133.00

OMAG Admin. Fee: \$23,679.00

Total Premium: \$192,812.00

As a member of OMAG's Workers' Compensation Plan, you are entitled to claims processing services for losses occurring during the policy period, per the terms of the "Application and Agreement" entered into with OMAG.

Executive Director, OMAG

Date: 5/29/2025



3650 S. Boulevard • Edmond, OK 73013 • omag.org

405.657.1400 • 800.234.9461 • FAX 405.657.1401

WORKERS' COMPENSATION
ADDITIONAL NAMED PLAN MEMBERS SCHEDULE

Muni: City of Nichols Hills

Policy Number: WCV140017109

Plan Type: AGGREGATE DEDUCTIBLE

Additional Named Plan Member: Nichols Hills Public Works Authority

ISSUE DATE: 5/29/2025

CERTIFICATE OF COVERAGE

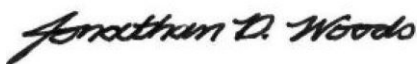
PRODUCER OMAG 3650 S. Boulevard EDMOND, OK 73013	COMPANIES AFFORDING COVERAGE OMAG ADDITIONAL NAMED PARTICIPANT Nichols Hills Public Works Authority
NAMED PARTICIPANT City of Nichols Hills 6407 Avondale Drive Nichols Hills, OK 73116-6403	

COVERAGES

This is to certify that coverage documents listed herein have been issued to the Named Participant herein for the Coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the coverage afforded by the coverage documents listed herein is subject to all terms, conditions and exclusions of such coverage documents.

TYPE OF COVERAGE	POLICY #	EFFECTIVE DATE	EXPIRY DATE	LIMITS	
GENERAL LIABILITY				General Aggregate	None
COMMERCIAL GL				Each Occurrence	\$1,000,000
PERSONAL INJURY				Aggregate: C, D	\$2,000,000
ERRORS & OMISSIONS				Each Occurrence	\$1,000,000
AUTOMOBILE LIABILITY					
SCHEDULED AUTOS				General Aggregate	None
HIRED/NON-OWNED AUTOS				Each Occurrence	\$1,000,000
AUTOMOBILE PHYSICAL DAMAGE				Per Schedule	
Scheduled Autos					
Non-Owned Autos					
Auto Liability, General Liability, Personal Injury, Errors & Omissions		Losses Subject to The Oklahoma Governmental Tort Claims Act: \$25,000 Each Property Damage Loss Per Occurrence, Including Fire Legal \$125,000 Each Other Loss Per Occurrence \$1,000,000 Aggregate Per Occurrence			
Property				Value Deductible	\$
Equipment Breakdown				Cause Of Loss Valuation	Special Form Replacement Cost Included
Mobile Equipment				Value	\$
Misc/Veh Equip				Value	\$
Contractors Equip Leased or Rented				Value	\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCV140017109	7/1/2025	7/1/2026	WC Statutory Limits	X Other: X
THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE:	INCL:	X		EL Each Accident	\$100,000
	EXCL:	X		EL Disease – Policy Limit	\$500,000
				EL Disease – EA Employee	\$100,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER City of Nichols Hills 6407 Avondale Drive Nichols Hills, OK 73116-6403	CANCELLATION: Should any of the coverage documents herein be cancelled before the expiration date thereof, OMAG will endeavor to provide 30 days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon OMAG, its agents or representatives, or the issuer of this certificate.
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies above.	AUTHORIZED REPRESENTATIVE  5/29/2025

CERTIFICATE OF COVERAGE

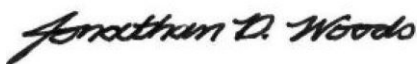
PRODUCER OMAG 3650 S. Boulevard EDMOND, OK 73013	COMPANIES AFFORDING COVERAGE OMAG ADDITIONAL NAMED PARTICIPANT Nichols Hills Public Works Authority
NAMED PARTICIPANT City of Nichols Hills 6407 Avondale Drive Nichols Hills, OK 73116-6403	

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TYPE OF COVERAGE	POLICY #	EFFECTIVE DATE	EXPIRY DATE	LIMITS	
GENERAL LIABILITY				General Aggregate	None
COMMERCIAL GL				Each Occurrence	\$1,000,000
PERSONAL INJURY				Aggregate: C, D	\$2,000,000
ERRORS & OMISSIONS				Each Occurrence	\$1,000,000
AUTOMOBILE LIABILITY					
SCHEDULED AUTOS				General Aggregate	None
HIRED/NON-OWNED AUTOS				Each Occurrence	\$1,000,000
AUTOMOBILE PHYSICAL DAMAGE				Per Schedule	
Scheduled Autos					
Non-Owned Autos					
Auto Liability, General Liability, Personal Injury, Errors & Omissions		Losses Subject to The Oklahoma Governmental Tort Claims Act: \$25,000 Each Property Damage Loss Per Occurrence, Including Fire Legal \$125,000 Each Other Loss Per Occurrence \$1,000,000 Aggregate Per Occurrence			
Property				Value Deductible	\$
Equipment Breakdown				Cause Of Loss Valuation	Special Form Replacement Cost Included
Mobile Equipment				Value	\$
Misc/Veh Equip				Value	\$
Contractors Equip Leased or Rented				Value	\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCV140017109	7/1/2025	7/1/2026	WC Statutory Limits	X Other: X
THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE:	INCL:	X		EL Each Accident	\$100,000
	EXCL:	X		EL Disease – Policy Limit	\$500,000
				EL Disease – EA Employee	\$100,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER Oklahoma Water Resources Board 3800 N. Classen Blvd. Oklahoma City, OK 73118	CANCELLATION: Should any of the coverage documents herein be cancelled before the expiration date thereof, OMAG will endeavor to provide 30 days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon OMAG, its agents or representatives, or the issuer of this certificate.
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies above.	AUTHORIZED REPRESENTATIVE  5/29/2025



Workers' Compensation Classification Codes

Aggregate Deductible Plan

Member: City of Nichols Hills		Payroll Period: 01/01/2024 To 12/31/2024				
Policy Period: 7/1/2025 To 7/1/2026		Policy Number: WCV140017109				
Class Code	Description	Payroll	No. of Employees	No. of Volunteers	Rate	Premium
7520	Waterworks Operation & Drivers (7520)	512,131.00	7.00	0.00	3.22	11,372.00
7710	Firefighters & Drivers (7710)	1,766,212.00	15.00	0.00	4.27	52,005.00
7720	Police Officers & Drivers, Reserve Officers (7720)	2,082,330.00	25.00	0.00	4.32	62,031.00
9403	Trash, Garbage or Refuse Collection & Drivers (9403)	542,932.00	10.00	0.00	6.30	23,586.00
9410	Municipal or Township Employees NOC (9410)	1,938,974.00	19.00	0.00	1.87	25,003.00
5611	Street or Road Construction or Maintenance & Drivers (5611)	262,870.00	4.00	0.00	10.38	18,815.00
	Totals:	7,105,449.00	80.00	0.00		192,812.00

City Council Item Report

MEETING DATE

June 10, 2025

AGENDA ITEM # 7.o

A resolution of the City of Nichols Hills, Oklahoma authorizing the City Finance Director/City Clerk to request Oklahoma Municipal Assurance Group (OMAG) to apply the City of Nichols Hills' escrow account funds to its Workers' Compensation policy premium.

ATTACHMENTS

1. NH - Resolution - OMAG - Escrow Account Funds 11.24.2020-3.1
2. 2024 Agg Ded Loss Fund Return Letter - refunding 2021-2022 - City of Nichols Hills

RESOLUTION NO. 1588

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NICHOLS HILLS, OKLAHOMA AUTHORIZING THE CITY FINANCE DIRECTOR/CITY CLERK TO REQUEST OKLAHOMA MUNICIPAL ASSURANCE GROUP (OMAG) TO APPLY THE CITY OF NICHOLS HILLS' ESCROW ACCOUNT FUNDS TO ITS WORKERS' COMPENSATION POLICY PREMIUM

WHEREAS, the City of Nichols Hills, Oklahoma, a municipal corporation, (the "City") participates in the Municipal Liability Protection Plan provided by the Oklahoma Municipal Assurance Group (OMAG) for its workers' compensation insurance; and

WHEREAS, OMAG has notified the City that, due to the City's favorable workers' compensation claims activity, the City has an Escrow Balance of \$75,499.00 (the "Escrow Balance") for its unused portion of the Loss Fund for the Workers' Compensation Plan; and

WHEREAS, the City wishes for OMAG to apply the Escrow Balance to the City's workers' compensation policy premium; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nichols Hills, Oklahoma that the City Finance Director/City Clerk be directed to request OMAG to apply the Escrow Balance to the City's workers' compensation policy premium for Fiscal year 2025-2026.

PASSED AND APPROVED by the Council of the City of Nichols Hills, Oklahoma, this 10th day of June, 2025.

Mayor

(SEAL)
ATTEST:

City Clerk

Approved as to form:

City Attorney

December 6, 2024

Lindy Hough
City of Nichols Hills
6407 Avondale Drive
Nichols Hills, OK 73116-6403

Re: Return from the 2021-2022 OMAG Workers' Compensation Plan Year

Dear Ms. Hough:

CONGRATULATIONS! As a result of favorable workers' compensation claims activity by the **City of Nichols Hills**, your municipality is receiving a return from the Loss Fund deposited with the Oklahoma Municipal Assurance Group (OMAG) for the 2021-2022 Workers' Compensation Plan Year. OMAG's Board of Trustees has authorized the return to the of the unused portion of its Fiscal Year 2021-2022 Loss Fund in the amount of **\$75,499.00**. This amount has been transferred to your Escrow Account. Your current Escrow Account balance is **\$75,499.00** and can be used at any time upon your written request accompanied by a copy of the minutes of your governing body authorizing the distribution of the Escrow Account funds. ***If you have paid your premium in full for the current 2024-2025 policy, you do not need to send the Resolution Form back in to OMAG.***

This year, **\$2.6 million** is being returned to **225** OMAG Workers' Compensation Plan members. In the first **39 years** of the Plan, it has returned over **\$67 million**. We hope you will share this good news with your governing body, staff, citizens and neighboring municipalities.

This return is subject to the condition that upon receipt of the amount stated above, which is a conditional distribution of the whole or part of the Member's Loss Fund paid to OMAG for the 2021-2022 Fiscal Year, the Plan member may be liable for the whole or part of said amount to OMAG for benefits payable under the Oklahoma Workers' Compensation Act, 85 O.S. § 1, *et seq.*, contingent upon notification to OMAG by CompSource Mutual Insurance Company (CompSource) that benefits are due and payable for claims against the Plan member made for the Fiscal Year. Upon notice by CompSource to OMAG as described above, the Plan member shall make payment to OMAG within sixty (60) days from receipt of written notice of the payment due OMAG. In the event the Plan member fails to make payment to OMAG, the Plan member authorizes OMAG to debit the amount due from the Plan Member's Escrow Account.

Congratulations, again! Keep up the good work.

Sincerely,



Tina Kliewer, CISR
Workers' Compensation Program Manager



City Council Item Report

MEETING DATE

June 10, 2025

AGENDA ITEM # 7.p

Estoppel Certificate with the Oklahoma Zoological Trust.

ATTACHMENTS

1. 2025-06-05 Estoppel Certificate (City of Nichols Hills) - Remington Park - NH 6-5-25 Final
2. Nichols Hills Lease Highlighted

Estoppel Certificate

_____, 2025

Reference is made to that certain Amended and Restated Lease Agreement dated as of September 9, 1986 recorded on October 6, 1986 in Book 5533, Page 860 (the "Lease") by and between the City of Nichols Hills, Oklahoma, a municipal corporation ("Lessor"), and the Oklahoma City Zoological Trust, a public trust ("Lessee"), with respect to certain real property located in the County of Oklahoma, State of Oklahoma, as more particularly described in the Lease (the "Property").

Reference is further made to the fact that Lessee has subleased its entire interest in the Lease pursuant to (collectively, the "Sublease"): that certain Lease Agreement dated June 13, 1986 by and between the Lessee and Oklahoma Racing Associates, an Ohio general partnership, filed February 17, 1987 and recorded in Book 5589, Page 253; that certain Amendment of Lease Agreement dated January 7, 1987, filed February 17, 1987 and recorded in Book 5589, Page 317; as assigned pursuant to that certain Assignment to Remington Park, Inc., an Oklahoma corporation, filed January 25, 1991 and recorded in Book 6134, Page 1963; as amended by that certain Partial Release of Lease and Amendment of Lease, filed June 5, 2001, recorded in Book 8458, Page 397; as amended by that certain Second Amendment of Lease Agreement filed November 23, 2005, recorded in Book 9932, Page 622; and as assigned pursuant to that Assignment and Assumption of Lease to Global Gaming RP, LLC, an Oklahoma limited company ("Sublessee") filed January 8, 2010, recorded in Book 11281, Page 776, refiled January 21, 2010, recorded in Book 11288, Page 137; as further amended by the Amendment to Lease dated February 18, 2010, filed April 7, 2011, recorded in Book 11607, Page 197).

Reference is further made to the fact that Sublessee has mortgaged its sub-leased interest in the Property pursuant to that certain Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "Mortgage") dated June 21, 2021, made by Sublessee for the benefit of **Wells Fargo Bank, National Association**, as administrative agent (together with its successors and assigns, "Mortgagee") and recorded as Instrument Number 2021062501113719, in Book 14798, Page 1255 of the Oklahoma County Clerk Records.

Sublessee now intends to amend the Mortgage pursuant to that certain First Amendment to Amended and Restated Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "Mortgage Amendment") made by Sublessee for the benefit of Mortgagee. In connection therewith, Mortgagee has required that Sublessee obtain the confirmation and agreement of Lessor and Lessee as to certain matters related to the Lease and the Sublease. Based on the foregoing, and recognizing that Mortgagee will rely thereon, Lessor hereby confirms and agrees to the best of its knowledge as of the date hereof as follows:

1. The copy of the Lease, attached hereto as Exhibit A, constitutes a true and complete copy of the Lease and any and all amendments, supplements or other similar modifications thereto.
2. The Lease is in full force and effect and has not been modified or amended in any way except as shown on the instruments attached hereto as Exhibit A, and constitutes the entire agreement between the Lessee and the Lessor with respect to the subject matter set forth therein relating to the Property and, except in connection with the Sublease, neither Lessor nor, to Lessor's knowledge, Lessee has transferred or assigned any interest in Lease.
3. No defaults exist under the Lease nor has either party breached the Lease in any material respect and no facts or circumstances exist which, with the passage of

- time or the giving of notice or both, would constitute a default or material breach by either party to the Lease.
4. Neither Lessor nor Lessee has any right or option to terminate the Lease (including, without limitation, pursuant to Section 3 of the Lease) prior to its natural expiration on December 31, 2064.
 5. All representations made by the Lessor and, to Lessor's knowledge, Lessee in the Lease are true and correct in all material respects and all warranties under the Lease are in effect.
 6. There are no actions pending against the Lessor nor, to Lessor's knowledge, the Lessee under the bankruptcy or any similar laws of the United States or any state.
 7. There is no event, act, circumstance or condition constituting an event of force majeure under the Lease.
 8. There are no proceedings pending or, to the Lessor's knowledge, threatened against or affecting the Lessor in any court or by or before any court governmental authority or arbitration board or tribunal which could reasonably be expected to have a material adverse effect on the ability of Lessor or Lessee to perform its obligations under the Lease.
 9. All payments due under the Lease as of the date hereof have been paid in full.
 10. There are no disputes or proceedings between the Lessee and Lessor with respect to the Property.
 11. The undersigned understands and acknowledges that Mortgagee and its successors and assigns be relying on this certificate in connection with the transactions contemplated by the Mortgage, and accordingly, that this certificate binds Lessor, Lessee and their successors and assigns.

Agreed to and executed the __ day of _____, 2025.

LESSOR:

THE CITY OF NICHOLS HILLS, OKLAHOMA, a
municipal corporation

By: _____
Steven J. Goetzinger
Mayor

ATTEST:

By: _____
Amanda Copeland
City Clerk

Reviewed as to Form and Legality:

City Attorney

EXHIBIT A

(Lease)

See attached

ABC-WP6/8/25/86;9/4/86-3
WITNESSETH
CITY OF NICHOLS HILLS
204 N. MERIDIAN, SUITE 2A
OKLAHOMA CITY, OKLA. 73107

BOOK 5533 PAGE 0880

AMENDED AND RESTATED LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of September, 1986, by and between the CITY OF NICHOLS HILLS, OKLAHOMA, a municipal corporation, hereinafter called "Lessor", and the OKLAHOMA CITY ZOOLOGICAL TRUST, a public trust created pursuant to the laws of the State of Oklahoma, hereinafter called "Lessee".

WITNESSETH:

WHEREAS, Lessor is the owner of certain Property hereinafter defined, located in the City of Oklahoma City, and

WHEREAS, on June 10, 1986, Lessor and Lessee entered into a Lease Agreement whereby Lessee leased from Lessor the Property for a term of twenty-five (25) years with two (2) renewal options through December 31, 2064; and

WHEREAS, on June 13, 1986, Lessee and Oklahoma Racing Associates (hereinafter "ORA") entered into a Lease Agreement (hereinafter "ORA Lease") whereby ORA leased from Lessee a tract of land on which it intended to construct and operate a horse racing facility and related amenities, which tract of land includes the Property; and

WHEREAS, it is now the intent of Lessor and Lessee to modify or amend certain terms of the Lease Agreement and to restate the Lease Agreement in its entirety.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. PROPERTY. For and in consideration of the covenants and agreements hereinafter contained to be kept and performed by Lessee, Lessor does hereby lease and demise to Lessee the following described real property and premises located in Oklahoma County, State of Oklahoma:

Part of the South Half (S/2) of the Northwest Quarter (NW/4) of Section 12, Township 12 North, Range 3 West of the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows: BEGINNING at a point 495 feet North of the Southeast corner of the Northwest Quarter (NW/4) of said Section 12; Thence North along the East line of the Northwest Quarter (NW/4) to the North line of the South Half (S/2) of the Northwest Quarter (NW/4); Thence West a distance of 500 feet; Thence South to a point 495 feet North of the South line and 500 feet West of the East line of the Northwest Quarter (NW/4) of said Section 12; Thence East 500 feet to the point of beginning.

Together with all rights, easements and appurtenances thereto, herein called the "Property", and all upon the terms, provisions and conditions hereinafter set forth.

Lessor agrees that as long as this Lease is in full force and effect, it will not exercise any of its rights over that easement recorded in Book 2002, Page 272 in the records of Oklahoma County, Oklahoma which easement is described as:

The North 25 feet of the West 2140 feet of the South Half of the Northwest Quarter of Section 12, Township 12 North, Range 3 West of the I.M., according to the Government Survey thereof.

2. TERM: This Lease shall be for an initial term commencing as of June 10, 1986, continuing for twenty-five (25) Lease Years (as that term is defined in Paragraph 3) after the racetrack "opens for business". Lessee shall have the right to renew this Lease for an additional term of twenty-five (25) years upon giving written notice to Lessor no later than one hundred eighty (180) days prior to the end of the initial term of this Lease. If the option to renew the Lease at the expiration of the initial term shall have been exercised, Lessee shall have the right and option to renew the Lease for an additional renewal term ending December 31, 2064, upon giving written notice to Lessor no later than one hundred eighty (180) days prior to the end of the first renewal term of the Lease. Any renewal or extension of the lease term shall be subject to all of the terms and conditions contained in this Agreement. Notwithstanding any provision to the contrary contained in this Paragraph 2, this Lease shall terminate upon the expiration, or sooner termination, of the ORA Lease.

3. RENT. Lessee shall pay Lessor as rent for the Property Twelve Thousand Six Hundred and No/100 Dollars (\$12,600.00) per annum, herein called the "Minimum Annual Rent". In addition to such Minimum Annual Rent, Lessee agrees to pay Lessor two and four-tenths percent (2.4%) of the Percentage Rent received by Lessee from ORA under the terms of Section 3.3 of the ORA Lease. The Minimum Annual Rent payments provided for hereunder shall be paid by Lessee to Lessor in advance in semi-annual payments based on the Lease Year, with the Lease Year being the calendar year. The first Lease Year shall be the calendar year succeeding the year in which the racetrack opens for business and each calendar year thereafter shall be a Lease Year. The date the racetrack "opens for business" shall be the day the first races open to the public are run at the racetrack. Unless the first Lease Year begins on or before January 1, 1989, this Lease may be terminated by Lessor, at its option, upon giving written notice thereof to Lessee. Lessor shall be paid its percentage of the Percentage Rent payable under the ORA Lease

within ten (10) days after Lessee's receipt of any Percentage Rent payment from ORA.

4. TAXES, ASSESSMENTS AND CHARGES: During the term of this Lease, Lessee shall pay, or cause to be paid, all ad valorem, special assessments, and any other taxes or charges levied or assessed against the Property, or any part thereof, before the same shall become delinquent and Lessee shall promptly pay, or cause to be paid, all such taxes levied against the property of others located in or on the Property. Lessee shall pay, or cause to be paid, all service and other charges for water, telephone, electricity, gas, sewer, and other utilities that may accrue by reason of occupancy and/or use of the Property under the ORA Lease.

5. INSURANCE: Lessee shall, during the term of this Lease, and any extension thereof, require Lessee under the ORA Lease to keep in force and effect the insurance required under Section 11.2 of the ORA Lease. Lessor shall be named as an additional insured on the public liability and property damage insurance to be provided under the ORA Lease and Lessee shall furnish, or cause to be furnished, to Lessor a certificate or certificates of insurance showing the coverages specified under Section 11.2 of said ORA Lease and stating that such insurance shall not be subject to cancellation, termination, or change except after ten (10) days prior written notice to Lessor by the insurance company.

6. USES: The Property may be used under this Lease for all purposes in connection with the construction and operation of a racetrack and horse racing facility and related uses, and for no other purposes. Lessee will not make, suffer or permit any unlawful, improper or offensive use of the Property, and Lessee agrees to comply with, or enforce compliance with all valid laws, ordinances and regulations affecting the use, cleanliness, safety and occupation of the Property.

7. INDEMNIFICATION: Lessee covenants and agrees to indemnify, defend and save Lessor harmless from any and all suits, actions, damages, claims, demands and judgments of any person or persons by reason of the use of the Property by Lessee or its sublessee under this Lease and for any condition existing on the Property under the control of Lessee or its sublessee. In any suit or action for damages against Lessee or its sublessee in which action Lessor is included or made a defendant, Lessee agrees to assume all of the burden, costs, and expense of the defense or settlement of such action or suit and will pay, or cause to be paid, any judgment which may be obtained against Lessor.

8. LIENS AND ENCUMBRANCES: Lessee shall keep the Property and all parts thereof free from judgments, mechanic's

and materialmen's liens and free from all other liens, claims, demands and encumbrances of whatsoever nature or character.

9. SURRENDER OF POSSESSION: At the expiration of this Lease, or sooner termination thereof, Lessee shall give peaceable possession of the Property to Lessor and any buildings, improvements and other fixtures remaining thereon shall be and become the property of Lessor.

10. THE OKLAHOMA RACING ASSOCIATES ("ORA") LEASE: The ORA Lease, which was incorporated in the Lease Agreement of June 10, 1986 as Exhibit "A" shall not be changed, modified or amended without the prior written approval of Lessor, and there shall be no waiver of any of the things to be done or performed by Lessee thereunder. By incorporation of the ORA Lease in the June 10, 1986 Lease Agreement, Lessor consents to the subleasing of the Property by Lessee to ORA and further Lessor consents to any mortgage of the leasehold interest created herein if said mortgage is approved pursuant to the ORA Lease.

11. RESERVATION OF MINERAL INTERESTS AND RIGHTS: It is not intended that this Lease cover or include any mineral interests or rights in and to the Property. All such interests and rights not reserved or conveyed by previous owners are hereby reserved unto Lessor; provided, however, that Lessor shall not grant any oil and gas lease that would permit a well to be drilled from any location on the surface of the Property.

12. INSPECTION OF BOOKS AND RECORDS: All books and records of Lessee relating to the ORA Lease shall be made available to Lessor for inspection at reasonable times.

13. LESSEE'S DEFAULT: In the event of default in the performance of any covenant to be performed by Lessee, Lessor may enforce performance of this Lease in any manner provided by law, and the Lease may be terminated, at Lessor's discretion, if such default continues for a period of ten (10) days in respect of the covenant to pay rent, or for a period of thirty (30) days in respect to any other covenant, after Lessor notifies Lessee in writing of such default and the intention to declare the Lease terminated, and thereupon (unless the Lessee shall have completely cured said default) this Lease shall cease and come to an end as if that were the day originally fixed herein for the expiration of the term hereof.

Notwithstanding the above, Lessor agrees to provide written notice of Lessee's default to ORA and any approved assignees, sublessees or mortgagees of ORA prior to termination. ORA and its approved assignees, sublessees and mortgagees will be permitted to cure any defaults of Lessee and will be provided the same cure periods as Lessee, said cure periods commencing upon receipt of the written notice of default. Lessor shall not be

required to provide notice to any assignees, sublessees or mortgagees for which it has not been provided with written notice of said party's address by either Lessee or ORA.

14. NO WAIVER: Any assent or waiver, express or implied, by Lessor to any breach by Lessee of any condition or covenant herein contained shall operate as assent or waiver only in the specific instance and shall not be construed as an assent or waiver of any such covenant or condition generally or of any subsequent breach of the covenants and conditions hereof.

15. REMEDIES CUMULATIVE: The various rights, powers, elections and remedies of Lessor contained in the Lease are cumulative and no one of them is exclusive of the other or exclusive of any rights or priorities allowed by law, and no rights, powers, elections, and/or remedies shall be exhausted by being exercised on one or more occasions.

16. QUIET ENJOYMENT: As long as Lessee is not in default in the payment of any rents and other charges payable under this Lease and has observed and kept all covenants, warranties, agreements and conditions to be kept on its part, Lessee shall quietly have and enjoy possession of the Property without hindrance, rejection or molestation by Lessor or anyone claiming through Lessor.

17. INVALIDITY OF PROVISIONS: Should any clause or provision of this Lease be invalid, void or voidable for any reason, such invalid, void or voidable clause or provision shall not affect the whole of this instrument, but the balance of the provisions hereof shall remain in full force and effect.

18. NOTICES: All notices required under this Lease shall be given in writing, and shall be deemed to have been duly given or delivered if deposited in the United States mail, postage prepaid, addressed to the respective parties as set forth below or to such other address as either party may designate by written notice to the other party:

If to Lessor: City of Nichols Hills
P.O. Box 14606
Oklahoma City, Oklahoma 73113

If to Lessee: Trustees of the Oklahoma City Zoological Trust
2101 N.W. 50th Street
Oklahoma City, Oklahoma 73111

19. ENTIRE AGREEMENT: This agreement supersedes all prior negotiations and constitutes the full and entire agreement between the parties. No alterations, amendments, or modifications of the terms hereof shall be binding on either

party unless first reduced to writing and signed by both Lessor and Lessee.

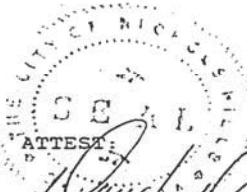
20. PARAGRAPH HEADINGS: The paragraph headings used herein are for convenience only and they do not limit, define, or affect the terms and provisions herein contained.

21. SUCCESSORS AND ASSIGNS: The covenants and agreements herein contained shall extend to and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this lease the date and year first above written.

CITY OF NICHOLS HILLS,
OKLAHOMA, a municipal corporation

By: Ann Taylor
Ann Taylor, Mayor


ATTEST:
Douglas D. Hensley
City Clerk

"LESSOR"

APPROVED as to form this 9th day of Sept., 1986.

Edward H. Molin
City Attorney

BOOK 5533 PAGE 0886

OKLAHOMA CITY ZOOLOGICAL TRUST,
a public trust


Berey
Secretary

By:

Wan
Chairman

"LESSEE"

APPROVED as to form this 11 day of September, 1986.

Patricia Sellen Dennis
Municipal Counselor

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) SS:

The foregoing instrument was acknowledged before me this
9th day of September, 1986, by Ann Taylor
Mayor of the City of Nichols
Hills, Oklahoma, an Oklahoma municipal corporation, on behalf of
the corporation.


LEE J. J.

James Lee Davidson
Notary Public

My Commission Expires:

May 30, 1989

BOOK 5533 PAGE 0867

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) SS:

The foregoing instrument was acknowledged before me this
17th day of September, 1986, by Nate Ross
Chairman of Oklahoma City Zoological Trust, a public trust, on
behalf of the public trust.

Donna Chan
Notary Public

My Commission Expires:

May 1, 1989



LEASE AGREEMENT

BOOK 5533 PAGE 0792

THIS AGREEMENT made and entered into this 10th day of June, 1986, by and between the CITY OF NICHOLS HILLS, OKLAHOMA, a municipal corporation, hereinafter called "Lessor" and OKLAHOMA CITY ZOOLOGICAL TRUST, a public trust created pursuant to the laws of the State of Oklahoma, hereinafter called "Lessee".

WITNESSETH:

WHEREAS, Lessor is the owner of the Premises, as hereinafter defined, which was acquired by Lessor and previously used as the site for a sewage disposal plant and facility; and

WHEREAS, the sanitary sewage treatment plant and facility previously operated on the Premises has been abandoned, the Premises is no longer needed or suitable for the public purposes for which it was acquired, and the Premises is now surplus property of the Lessor;

WHEREAS, the Premises is part of the site of a proposed horse racing track and facility to be known as Remington Park and operated by Oklahoma Racing Associates, an Ohio general partnership; and

WHEREAS, Lessee proposes to enter into a lease agreement with Oklahoma Racing Associates for the construction and operation of a horse racing facility and for related purposes, said lease to cover a tract of land that includes the Premises and comprises approximately 420 acres, more or less, said lease agreement being hereinafter referred to as the "Oklahoma Racing Associates Lease", a copy of which, marked Exhibit "A", is attached hereto and made a part hereof; and

WHEREAS, it is deemed to be in the best interests of Lessor to lease the Premises to Lessee for sublease to Oklahoma Racing Associates under the Oklahoma Racing Associates Lease.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. All capitalized terms used herein shall, unless other-

- 1 -

RECORDED MAY 15 1986
CITY OF NICHOLS HILLS
OKLAHOMA CITY, OKLAHOMA

OKLAHOMA COUNTY CLERK
RECORDED AND FILED
DATE OCT. 6 1986
JERRY BEWOONY
MISC FEE 142.00
TIME 12:28 PM
BOOK 5533 PAGE 00127734

142

wise defined, have the same meanings and definitions as in the Oklahoma Racing Associates Lease.

2. PREMISES: For and in consideration of the covenants and agreements hereinafter contained to be kept and performed by the Lessee, Lessor does hereby lease and demise to the Lessee the following described real property and premises located in Oklahoma County, State of Oklahoma:

Part of the South Half (S/2) of the Northwest Quarter (NW/4) of Section 12, Township 12 North, Range 3 West of the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows: BEGINNING at a point 495 feet North of the Southeast corner of the Northwest Quarter (NW/4) of said Section 12; Thence North along the East line of the Northwest Quarter (NW/4) to the North line of the South Half (S/2) of the Northwest Quarter (NW/4); Thence West a distance of 500 feet; Thence South to a point 495 feet North of the South line and 500 feet West of the East line of the Northwest Quarter (NW/4) of said Section 12; Thence East 500 feet to the point of beginning.

together with all the rights, easements and appurtenances thereto, herein called "the Premises", and all upon the terms, provisions and conditions hereinafter set forth.

3. TERM: This lease shall be for a basic term of twenty-five (25) years from the date of this agreement. The Lessee shall have the right to renew the lease for an additional term of twenty-five (25) years upon giving written notice to the Lessor no later than one hundred eighty (180) days prior to the end of the basic term of the lease. If the option to renew the lease at the expiration of the basic term shall have been exercised, the Lessor shall have the right and option to renew the lease for an additional renewal term ending December 31, 2064, upon giving written notice to the Lessor no later than one hundred eighty (180) days prior to the end of the first renewal term of the lease. Any renewal or extension of the lease term shall be subject to all of the terms and conditions contained in this agreement. Notwithstanding any provision to the contrary contained in this paragraph 3, this lease shall terminate upon the expiration, or sooner termination, of the Oklahoma Racing Associates Lease.

4. RENT: Lessee shall pay Lessor as rent for the Premises Twelve Thousand Six Hundred and No/100 Dollars (\$12,600.00) per annum, herein called the "Minimum Annual Rent". In addition to such Minimum Annual Rent, Lessee agrees to pay Lessor two and four-tenths percent (2.4%) of the Percentage Rent received by Lessee from Oklahoma Racing Associates under the terms of Section 3.3 of the Oklahoma Racing Associates Lease. The Minimum Annual Rent payments provided for hereunder shall be paid by Lessee to Lessor in advance in semi-annual payments based on the Lease Year, with the Lease Year being the calendar year. The first Lease Year shall be the calendar year succeeding the year in which the racetrack opens for business and each calendar year thereafter shall be a Lease Year. The date the racetrack "opens for business" shall be the day the first races open to the public are run at the racetrack. Unless the first Lease Year begins on or before January 1, 1989, this lease may be terminated by Lessor, at its option, upon giving written notice thereof to Lessee. Lessor shall be paid its percentage of the Percentage Rent payable under the Oklahoma Racing Associates Lease within ten (10) days after Lessee's receipt of any Percentage Rent payment from Oklahoma Racing Associates.

5. TAXES, ASSESSMENTS AND CHARGES: During the term of this lease, Lessee shall pay, or cause to be paid, all ad valorem, special assessments, and any other taxes or charges levied or assessed against the Premises, or any part thereof, before the same shall become delinquent and Lessee shall promptly pay, or cause to be paid, all such taxes levied against the property of others located in or on the Premises. Lessee shall pay, or cause to be paid, all service and other charges for water, telephone, electricity, gas, sewer, and other utilities that may accrue by reason of occupancy and/or use of the Premises under the Oklahoma Racing Associates Lease.

6. INSURANCE: Lessee shall, during the term of this lease, and any extension thereof, require the Lessee under the

Oklahoma Racing Associates Lease to keep in force and effect the insurance required under Section 11.2 of the Oklahoma Racing Associates Lease. Lessor shall be named as an additional insured on the public liability and property damage insurance to be provided under the Oklahoma Racing Associates Lease and Lessee shall furnish, or cause to be furnished, to Lessor a certificate or certificates of insurance showing the coverages specified under section 11.2 of said Oklahoma Racing Associates Lease and stating that such insurance shall not be subject to cancellation, termination, or change except after ten (10) days prior written notice to Lessor by the insurance company.

7. USES: The Premises may be used under this lease for all purposes in connection with the construction and operation of a racetrack and horse racing facility and related uses, and for no other purposes. The Lessee will not make, suffer or permit any unlawful, improper or offensive use of the Premises, and Lessee agrees to comply with, or enforce compliance with all valid laws, ordinances and regulations affecting the use, cleanliness, safety and occupation of the Premises.

8. INDEMNIFICATION: Lessee covenants and agrees to indemnify, defend and save Lessor harmless from any and all suits, actions, damages, claims, demands and judgments of any person or persons by reason of the use of the Premises by Lessee or its sublessee under this lease and for any condition existing on the Premises under the control of the Lessee or its sublessee. In any suit or action for damages against the Lessee or its sublessee in which action Lessor is included or made a defendant, Lessee agrees to assume all of the burden, cost, and expense of the defense or settlement of such action or suit and will pay, or cause to be paid, any judgment which may be obtained against Lessor.

9. LIENS AND ENCUMBRANCES: The Lessee shall keep the Premises and all parts thereof free from judgments, mechanic's and materialmen's liens and free from all other liens, claims,

demands and encumbrances of whatsoever nature or character.

10. SURRENDER OF POSSESSION: At the expiration of this lease, or sooner termination thereof, the Lessee shall give peaceable possession of the Premises to the Lessor and any buildings, improvements and other fixtures located thereon shall be and become the property of Lessor.

11. THE OKLAHOMA RACING ASSOCIATES LEASE: The Oklahoma Racing Associates Lease shall be in the form as shown at Exhibit "A" and it shall not be changed, modified or amended without the prior written approval of Lessor, and there shall be no waiver of any of the things to be done or performed by the Lessee thereunder.

12. RESERVATION OF MINERAL INTERESTS AND RIGHTS: It is not intended that this lease cover or include any mineral interests or rights in and to the Premises. All such interests and rights not reserved or conveyed by previous owners are hereby reserved unto Lessor; provided, however, that Lessor shall not grant any oil and gas lease that would permit a well to be drilled from any location on the surface of the Premises.

13. INSPECTION OF BOOKS AND RECORDS: All books and records of the Lessee relating to the Oklahoma Racing Associates Lease shall be made available to the Lessor for inspection at reasonable times.

14. LESSOR'S REMEDIES: In the event of default in the performance of any covenant to be performed by the Lessee, Lessor may enforce performance of this lease in any manner provided by law, and the lease may be terminated, at Lessor's discretion, if such default continues for a period of ten (10) days in respect of the covenant to pay rent, or for a period of thirty (30) days in respect to any other covenant, after Lessor notifies Lessee of such default and the intention to declare the lease terminated, and thereupon (unless the Lessee shall have completely cured said default) this lease shall cease and come to an end as if that were the day originally fixed herein for the expiration of the

term hereof.

15. NO WAIVER: Any assent or waiver, express or implied, by the Lessor to any breach by Lessee of any condition or covenant herein contained shall operate as assent or waiver only in the specific instance and shall not be construed as an assent or waiver of any such covenant or condition generally or of any subsequent breach of the covenants and conditions hereof.

16. REMEDIES CUMULATIVE: The various rights, powers, elections and remedies of the Lessor contained in the lease are cumulative and no one of them is exclusive of the other or exclusive of any rights or priorities allowed by law, and no rights, powers, elections, and/or remedies shall be exhausted by being exercised on one or more occasions.

17. INVALIDITY OF PROVISIONS: Should any clause or provision of this lease be invalid, void or voidable for any reason, such invalid, void or voidable clause or provision shall not affect the whole of this instrument, but the balance of the provisions hereof shall remain in full force and effect.

18. NOTICES: All notices required under this lease shall be given in writing, and shall be deemed to have been duly given or delivered if deposited in the United States mail, postage prepaid, addressed to the respective parties as set forth below or to such other address as either party may designate by written notice to the other party:

If to Lessor: City of Nichols Hills
P. O. Box 14606
Oklahoma City, Oklahoma 73113
Attention: City Manager

If to Lessee: Trustees of the Oklahoma City Zoological Trust
2101 N. W. 50th Street
Oklahoma City, Oklahoma 73111

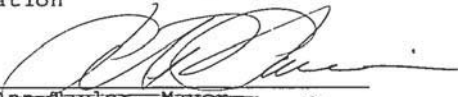
19. ENTIRE AGREEMENT: This agreement supersedes all prior negotiations and constitutes the full and entire agreement between the parties. No alternations, amendments, or modifications of the terms hereof shall be binding on either party unless first reduced to writing and signed by both the Lessor and Lessee.

20. PARAGRAPH HEADINGS: The paragraph headings used herein are for convenience only and they do not limit, define, or affect the terms and provisions herein contained.

21. SUCCESSORS AND ASSIGNS: The covenants and agreements herein contained shall extend to and be binding upon the successors and assigns of the parties hereto.

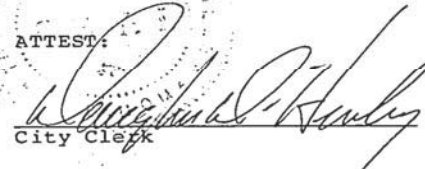
IN WITNESS WHEREOF, the parties hereto have executed this lease the date and year first above written.

CITY OF NICHOLS HILLS,
OKLAHOMA, a municipal corporation

BY: 

~~Ann Taylor, Mayor~~

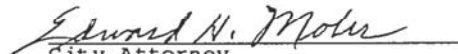
Peter G. Pierce is the Mayor

ATTEST: 

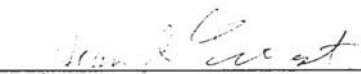
City Clerk

"LESSOR"

APPROVED as to form this 10th day of June, 1986.


City Attorney

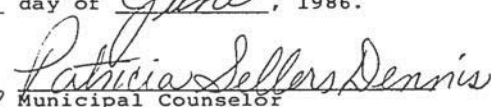
OKLAHOMA CITY ZOOLOGICAL TRUST,
a public trust

BY: 

Chairman

"LESSEE"

APPROVED as to form this 11 day of June, 1986.

asst. 
Municipal Counselor

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) SS:

Peter G. Pierce, III, Vice Mayor

The foregoing instrument was acknowledged before me this 10th day of June, 1986, by Ann Taylor, Mayor of the City of Nichols Hills, Oklahoma, an Oklahoma municipal corporation, on behalf of the corporation.



J. Lee Davidson
Notary Public

My Commission Expires:

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) SS:

The foregoing instrument was acknowledged before me this 12th day of June, 1986, by Jean T. Everest, Chairman of Oklahoma City Zoological Trust, a public trust, on behalf of the public trust.

My Commission Expires:



Jean T. Everest
Notary Public

Final

LEASE AGREEMENT
BETWEEN
THE TRUSTEES OF THE OKLAHOMA CITY ZOOLOGICAL TRUST
AND
OKLAHOMA RACING ASSOCIATES

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LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") entered into as of this day of , 1986, by and between THE TRUSTEES OF THE OKLAHOMA CITY ZOOLOGICAL TRUST, a public trust created pursuant to the laws of the State of Oklahoma ("Lessor") and OKLAHOMA RACING ASSOCIATES, an Ohio general partnership of Edward J. DeBartolo, Edward J. DeBartolo, Jr. and Marie Denise DeBartolo York, 7620 Market Street, Youngstown, Ohio 44512 ("Lessee").

WITNESSETH:

WHEREAS, over the years The City of Oklahoma City has acquired, by purchase and donation certain property located North of the Oklahoma City Zoo bounded by Martin Luther King Avenue, N.E. 63rd Street, Interstate Highway 35 and Grand Boulevard, with the intent and expectation of using it for various purposes; and

WHEREAS, The City of Oklahoma City funded said purchase from various sources, including park bond funds; and

WHEREAS, The City has not been financially able to acquire or develop all of the above described tract; and

WHEREAS, The City of Oklahoma City has no present or foreseeable ability to either acquire the remaining property held by other parties or develop its current holdings for the purposes originally envisioned or for other public purposes; and

WHEREAS, Oklahoma Racing Associates has proposed to develop the above referenced tract as a horse racing facility together with other uses including a proposed jogging trail and picnic area for the use and enjoyment of the public; and

WHEREAS, the Oklahoma City Zoo Trust ("Trust") has agreed to acquire an interest in the major portion of the tract for the proposed racing facility from the various current owners, including the City of Oklahoma City, the City of Nichols Hills and the Regents of the University of Oklahoma, and to lease the same to Oklahoma Racing Associates for development of a horse racing facility; and

WHEREAS, the Trust would benefit directly from the rents to be paid under such lease as well as indirectly from the increased recreational traffic generated in the area by said racing facility; and

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WHEREAS, the proposed horse racing facility and related improvements and facilities would provide a focal point for the gathering, recreation, pleasure and amusement of the public; and

WHEREAS, said facilities would compliment other recreational and educational uses and institutions in the metropolitan area and would particularly compliment and benefit the Oklahoma City Zoo; and

WHEREAS, the public good and the quality of life for residents of the City would be best served by development of the tract for such a use which enhances the other recreational and educational uses in the immediate area, especially the Oklahoma City Zoo; and

WHEREAS, Oklahoma Racing Associates has obtained a Conditional License from the Oklahoma Horse Racing Commission ("OHRC") in accordance with Modified Order No. 85-OHRC-77A dated February 26, 1986 and proposes to lease the tract for the purpose of constructing and operating a horse racing facility, including certain specific public recreational improvements; and

WHEREAS, the Council of the City of Oklahoma City and the Trustees of the Oklahoma City Zoological Trust have, by Joint Resolution, dated June 1986, determined that the tract can now best be used for the benefit and enjoyment of the public by permitting its development as a horse racing facility and public recreational area as proposed by Oklahoma Racing Associates.

NOW THEREFORE, in consideration of the mutual obligations, covenants and agreements hereinafter set forth, Lessor and Lessee agree as follows:

ARTICLE 1. THE PROPERTY.

1.1 Demise. Lessor hereby leases and demises to Lessee, that property consisting of approximately four hundred twenty (420) acres, as described in Exhibit "A" and further shown outlined in red on Exhibit "B", (the "Leased Property") and Lessee hereby accepts, takes and hires the Leased Property and agrees to be bound by the covenants of Sections 1.2 and 1.3 which Lessor acknowledges are property rights appurtenant to and a part of the leasing of the Leased Property.

1.2 Easements. In addition to the parcels comprising the Leased Property, Lessor, at no cost to Lessor, agrees to assist Lessee in obtaining any easements for access, utilities, drainage or any other purposes necessary for Lessee's intended development of the Leased Property. Lessor shall grant Lessee any easements across land under the control of Lessor under the

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condition that no operations of the Oklahoma City Zoo, which is located directly south of the Leased Property, are disrupted. Lessor agrees that such easements obtained or granted shall be for terms concurrent with the term of this Agreement and any renewals or extensions thereof and any new lease entered into with Mortgagee.

1.3 Occupancy of the Leased Property. Sixty (60) days after the expiration of the Preliminary Term (as defined in Article 2), Lessor shall deliver to Lessee possession of the Leased Property. Any structures or improvements which must be removed for the construction of the Race Track (as defined in Article 6) will be removed by Lessee at its sole cost and expense with any salvage proceeds being retained by Lessee. At Lessor's option, Lessor may remove any structures and improvements from the Leased Property. Said structures and improvements shall be removed pursuant to a schedule to be mutually agreed upon *as an amendment to this lease.*

ARTICLE 2. TERM OF LEASE AND OPTION PERIODS.

2.1 Preliminary Term. The Preliminary Term of this Agreement shall commence on the date of execution of this Agreement and continue for a period of sixty (60) days. The purposes of the Preliminary Term are (i) to provide Lessor with adequate time to remove any structures it desires to remove from the Leased Property and complete the acquisition of any parcels needed to complete the Leased Property and (ii) to provide Lessee with adequate time to conduct soils tests, examine title, obtain proper zoning, survey the Leased Property and perform any other tests, examinations or studies necessary to determine the fitness and suitability of the Leased Property for the development of the Race Track.

If during the Preliminary Term Lessee (i) determines, in good faith, that the Leased Property is either unfit or unsuitable for its intended development, or (ii) is unable to secure appropriate zoning, or (iii) has determined Lessor's title in the Leasehold Estate is not acceptable, Lessee may terminate this Agreement in which event this Agreement becomes null and void and neither party shall have any further liability to the other.

2.2 Initial Term. The Initial Term of this Agreement shall commence upon the expiration of the Preliminary Term and, unless sooner terminated per the terms of this Agreement, terminate twenty-five (25) years from December 31 of the year the Race Track opens for business, as defined in Section 3.2 ("Opening Day"). At the expiration of the Initial Term of this Agreement, and again at the close of each of the first four ten (10) year renewal periods, and provided Lessee shall then be licensed under Oklahoma law to conduct pari-mutuel racetrack operations, Lessor shall have the obligation to renew the same

for an additional ten (10) year period upon the same terms, conditions and rental rates as set forth herein; provided further, prior to the commencement of each respective renewal term, Lessor shall give prior written notice of its intention to renew not less than one (1) year prior to the expiration of that particular term. If Lessor does not give such a notice to so renew this Agreement, Lessor must purchase all improvements on the Leased Property from Lessee (including any improvements owned by sublessees) according to the procedure and in the amount as set forth in Article 21 (Discretionary Termination by Lessor), as if Lessor then and there exercised the discretionary termination provisions set forth in Article 21. This renew or purchase obligation shall survive the expiration or termination of this Agreement.

At any time after the Initial Term, Lessee may instruct Lessor not to renew this Agreement at the expiration of the then current term. In such event, Lessee agrees to provide Lessor with twelve (12) months written notice of its desire not to have this Agreement renewed. Upon termination Lessee agrees to leave all improvements on the Leased Property and to transfer said improvements to Lessor free and clear of all liens; provided, such termination at Lessee's instruction shall not invoke Article 21 (Discretionary Termination By Lessor).

ARTICLE 3. MINIMUM RENT AND PERCENTAGE RENT.

3.1 Initial Payment. Upon the commencement of the Initial Term, Lessee shall pay Lessor Four Million Dollars (\$4,000,000.00) less those expenditures made by Lessee for obtaining surveys of the Leased Property, an abstract of title, a title commitment and title insurance policy in the amount of the value of the leasehold estate, and the costs of curing any title defects as provided in Article 16 not cured by Lessor ("Initial Payment").

3.2 Minimum Rent. Lessee agrees to pay Lessor minimum annual rent for each Lease Year during the Initial Term of this Agreement and all extensions hereto in the following amounts:

Lease Years 1 through 5	\$100,000
Lease Years 6 through 10	125,000
Lease Years 11 through 25	150,000
Lease Years 26 through 75	525,000

Said minimum annual rental amounts shall be paid to Lessor in advance in semi-annual payments based on the Lease Year, with the Lease Year being the calendar year. The first Lease Year shall be the year succeeding the year in which Opening Day occurs. Opening Day is defined as the day the first race open to

the public is run at the Race Track under license from the OHRC, which in no event shall be later than December 31, 1988. Lessee agrees to provide Lessor with written notice establishing the date of Opening Day.

In the event the survey obtained by Lessee pursuant to Article 5 indicates the Leased Property contains more or less than four hundred twenty (420) acres, the minimum rent will be adjusted to reflect the increase or decrease in size of the Leased Property. Said adjustment will be determined by multiplying the minimum rent by a fraction, the numerator of which is the Net Acreage as certified by the survey and the denominator of which is 420. "Net Acreage" is the total acreage in the Leased Property less any right of ways, overlaps or other unuseable portions.

Minimum rent for the period from Opening Day to the first day of the first Lease Year will be prorated based on the minimum rent for Lease Year 1 above. The minimum rent shall be determined by multiplying the amount of One Hundred Thousand Dollars (\$100,000) by a fraction; the numerator of which is the number of days from Opening Day through December 31, and the denominator of which is 365. Said minimum rent shall be paid to Lessor with the first semi-annual payment of rent for Lease Year 1.

3.3 Percentage Rent. In addition to the minimum annual rents recited in Section 3.2, Lessee agrees to pay Lessor One Half of One Percent (1/2%) of the "Handle" in excess of One Hundred Eighty-Seven Million Dollars (\$187,000,000) for all races conducted during each Racing Season of the initial term of the lease and each renewal or extension thereof. (A Racing Season shall consist of all races conducted in each calendar year.) Said percentage rent shall be paid to Lessor no later than sixty (60) days after the completion of the Racing Season. For purposes of this Agreement, "Handle" is defined as the total money wagered at the Leased Property in all races conducted at the Leased Property during a Racing Season under the authority of the license issued by the OHRC, and any races at other racing facilities for which Lessee is sanctioned to accept wagers. Handle shall not include money received from other sources, including but not limited to the receipts from admissions to the race track or from the sales of food, beverages or goods and services by Lessee incidental to conducting horse races on the Leased Property.

To determine the amount of percentage rent due Lessor, Lessee agrees to provide Lessor with reports of the Handle along with its payment of the percentage rent. The reports submitted to Lessor shall be those reports submitted to the OHRC and shall be deemed to be accurate and final unless determined otherwise by the OHRC. In the event the Handle reported to the OHRC is adjusted by the OHRC, Lessee agrees to report such adjustment to

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Lessor in which event the percentage rent will be adjusted accordingly. Lessor shall have the right to audit Lessee's books and records to verify the accuracy of Lessee's reported Handle. Said audit will be at the expense of Lessor unless the results indicate that Lessee's Handle has been understated by Two Percent (2%) or more during the Racing Season. In the event of such an understatement, the costs of the audit will be paid by Lessee.

ARTICLE 4. REAL ESTATE AND OTHER TAXES. Lessee agrees to pay all taxes or assessments now or hereafter levied or assessed upon (i) the Leased Property or Lessee's interest in or use of the Leased Property, (ii) all improvements constructed by Lessee upon the Leased Property, and (iii) all personal property, equipment, furniture, fixtures, and similar Articles placed upon the Leased Property by Lessee. Lessee may contest by appropriate proceedings the amount or validity, or both, of any taxes or assessments payable by Lessee hereunder. The entire expense of any contest by Lessee shall be borne solely by Lessee and it shall be solely liable for all interest, penalties or other charges imposed as a result of any of the protests. If requested by Lessee, Lessor will execute any appropriate document that may be necessary and proper for any contest instituted by Lessee hereunder. Lessee's contest as provided in this Article shall not constitute a default under this Agreement.

ARTICLE 5. SURVEY. During the Preliminary Term of this Agreement, Lessee shall obtain a boundary survey of the Leased Property sufficient to satisfy the survey requirement of the title commitment and certified as to the net square footage and/or Net Acreage contained in the Leased Property. Such a survey shall be prepared by an engineer registered in the State of Oklahoma and in accordance with American Land Title Association (ALTA) standards. The cost of the survey will be paid by Lessee but shall be credited against the amount due Lessor as the Initial Payment.

ARTICLE 6. DEVELOPMENT OF THE LEASED PROPERTY.

6.1 Development. Lessee shall develop a horse racing facility, to include but not be limited to a one mile thoroughbred track, a seven-eighths mile turf track, an enclosed grandstand and clubhouse, a suitable number of stables, a paddock, employee and public parking lots, and any other buildings and improvements related and conducive to the development, maintenance and operation of a first-class horse racing facility. For purposes of this Agreement, all the aforementioned improvements shall be referred to as the "Race Track". In addition to the Race Track, Lessee shall construct certain amenities to the Race Track, including, but not limited to, a jogging trail and picnic areas adjacent to the jogging trail to provide amenities for the use and enjoyment of

the public and create additional uses of the Leased Property for the public consistent with the safety requirements of the Race Track.

6.2 Compliance With Regulations and Restrictions. Lessee shall comply with any restrictions placed on the Leased Property. Further, Lessee shall observe and comply with any and all requirements and orders of constituted public authorities and with all federal, state and local statutes, ordinances and rules applicable to Lessee or its use and occupancy of the Leased Property; and Lessee at its sole and exclusive cost and expense, but with the cooperation of Lessor, shall obtain and keep current all licenses and permits required for the conduct of its operations on or at the Leased Property. Lessee will not commit, permit or suffer any violation of any ordinances, rules, regulations, statements or laws of any authorities having jurisdiction over Lessee and Lessee's activities on the Leased Property, and will protect, defend, indemnify and forever save and keep harmless Lessor from and against any penalty, fine, damage, expense or charge imposed, assessed or incurred for any violation or breach of any such ordinance, regulation, rule, statute or law occasioned by the act, neglect or omission of Lessee or any occupant or user of the Leased Property. Notwithstanding the above, Lessor acknowledges that Lessee is subject to the rules of the OHRC, and to the extent the OHRC rules limit the applicability of this Article, Lessee shall not be in default under this Agreement for following the OHRC rules.

Lessor represents that it has the authority to enter into this Agreement. If for any reason Lessee is unable to operate its Race Track during the term of this Agreement for a period of thirty (30) days or more, Lessor agrees to abate the minimum rent for the period of time Lessee has lost the use of the Leased Property. For purposes of this Agreement, the Race Track and any other improvements constructed on the Leased Property shall be collectively referred to as the "Total Project".

6.3 Statutory Compliance. In recognition of 60 O.S. §180.56 (Supp 1985) the parties agree:

(a) Lessee shall indemnify and hold harmless Lessor from any financial obligation related to land, financing or operation by organizational license;

(b) Lessee shall pay ad valorem property taxes on any improvements and structures on the Leased Property which would otherwise be subject to ad valorem property taxation if constructed on privately owned land;

(c) Under no conditions shall the parties use public trust financing for construction of any facilities on the Leased Property; and

(d) Title to all improvements shall revert to Lessor at the termination of this Agreement.

ARTICLE 7. CONSTRUCTION OF LESSEE'S IMPROVEMENTS.

7.1 Plans and Approvals. Lessee agrees that during the Preliminary Term of this Agreement or prior to any construction period, it will provide Lessor, for its approval, which shall not be unreasonably withheld, a set of drawings depicting the use of the Leased Property and the general configuration and location of improvements to be constructed by Lessee. Lessor agrees that its approval of such drawings will not be unreasonably withheld. Lessor agrees that upon receipt of drawings from Lessee for approval, it will use its best efforts to schedule the review procedure for the next regularly scheduled meeting of Lessor. If such meeting is not soon enough to facilitate Lessee's construction schedule, Lessee may request a special meeting of Lessor, and Lessor shall use its best efforts to accommodate Lessee. After Lessor has approved the submitted drawings, it will use its best efforts to have the City Council of the City of Oklahoma City schedule the review of Lessee's drawings at its next regularly scheduled meeting. If during this review procedure Lessor fails to use due diligence and act in a timely manner, Lessor shall be deemed to be in default under this Agreement. To assist Lessor in its review of the drawings, Lessee shall provide Lessor a timetable indicating the approximate timing of the development of the Race Track.

Lessor acknowledges that it has received, reviewed and approved the site plan depicting the general configuration and location of improvements to be constructed by Lessee as shown on Exhibit "C" attached hereto. Lessor further acknowledges that it is satisfied that Lessee has the financial capability to finance the development of the Race Track.

Lessee agrees to construct on the Leased Property only (i) the buildings, structures, improvements and signage ("Lessee's Improvements") as will be approved by the Oklahoma City Community Development Department ("Community Development Department") and the Oklahoma City Planning Commission and (ii) subject to Community Development Department approvals, any other buildings, structures and improvements as may otherwise be related to and necessary for the development, maintenance and operation of the Race Track for the amusement, pleasure, enjoyment and use of the general public.

The location of the Race Track and public amenities will be in approximately the area shown in red on the Site Plan attached hereto as Exhibit "C". Any major changes to the location of components of the Race Track will be submitted to Lessor for approval, which approval shall be obtained in the manner as is recited herein and shall not be unreasonably withheld.

Lessee agrees to provide Lessor with a complete set of "as-built plans" no later than thirty (30) days after the date of the issuance by Lessee's Architect and/or Engineer of an unqualified Certificate of Completion for the Race Track and/or any components thereof. In accordance with the timetable provided Lessor, Lessee shall enter into contracts for the construction of the Race Track which contracts shall require that construction of the Race Track be completed no later than September 30, 1988.

7.2 Permits. Lessee shall at its own expense obtain all necessary permits including, without limiting the generality thereof, all building, fire and safety permits, and approvals from the Corps of Engineers, State Fire Marshal, Oklahoma County, Oklahoma City and all other governmental agencies having jurisdiction over the construction activities. After the Community Development Department has approved the said final detailed plans and specifications, Lessee may not make substantial changes, additions, alterations or deletions unless the same are first approved by Lessor, which approval shall not be unreasonably withheld. In addition to the permits recited herein, it shall be Lessee's responsibility to rezone the Leased Property to permit the construction of the Race Track and any related development. All expenses related to the rezoning shall be paid for by Lessee. Lessor agrees to use its best efforts to assist Lessee in the rezoning process or any other phases of the developmental approval process requiring the consent of Lessor.

7.3 No Joint Venture. The prior written approval by the Community Development Department and/or Lessor of any construction contracts and plans and specifications thereof or with respect thereto, or any additions, changes, alterations, modifications or deletions made during the course of construction shall not be construed so as to create a partnership, joint venture or agency relationship between the parties hereto, and in no event, shall such prior written approval be construed or be represented to be a contract between Lessee's construction contractor and Lessor.

7.4 Insurance During Construction. The specifications of any construction contracts shall require that the person, partnership, company, firm or corporation contracting for the construction of the Race Track shall maintain at all times during the life of said construction contract such public liability and property damage insurance as will protect said

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contractor, Lessee and Lessor, the City of Oklahoma City, the City of Nichols Hills, the Oklahoma Zoological Society and the Board of Regents of the University of Oklahoma from claims for bodily injury including accidental death, as well as claims from property damages which may arise from the contractor's construction operations under its contract with Lessee, whether such operations be by the contractor himself or by any subcontractor or by anyone directly employed by either of them. Lessee agrees that any subleases for any portions of the Leased Property shall require not less than the same coverage stated in this Section 7.4 protecting Lessee and Lessor and all others. The amounts of said insurance shall be as set out in 51 O.S. §151 et seq. or any successor or amendatory statutes, but in no event less than the following:

(a) Workers' Compensation Insurance to the extent and in the manner required by the statutes of the State of Oklahoma, and adequate Employer's Liability Insurance.

(b) Bodily Injury Liability in the amount of not less than \$600,000 for injuries, including accidental death, to any one person, and subject to the same limit for each person in an amount not less than \$1,000,000 for all claims arising out of a single occurrence.

(c) Property Damage in an amount sufficient to protect the interests of Lessor and Lessee, which shall not be less than \$300,000 for any one incident and not less than \$1,000,000 for all claims arising out of a single occurrence.

The person, partnership, company, firm or corporation contracting with Lessee for the construction of the Race Track shall not commence said construction work until it has obtained all insurance required and has submitted satisfactory proof of insurance coverage to Lessor naming Lessee, Lessor, the City of Oklahoma City, the City of Nichols Hills, the Oklahoma Zoological Society and the Board of Regents of the University of Oklahoma as additional named insureds under these policies; provided, "certificates of insurance" shall be submitted as proof of coverage, containing a provision that coverages afforded under the policies will not be materially altered or cancelled except upon at least thirty (30) day's written notice given to Lessor.

7.5 Bonds During Construction. The specifications shall require that the person, partnership, company, firm or corporation contracting for the construction of the Race Track shall at all times during the life of said construction contract maintain (a) a good and sufficient bond in the sum equal to the contract, with adequate surety, to insure the proper and prompt completion of the work in accordance with the provisions of the contract and specifications and in accordance with any

requirements placed on Lessee by the OHRC, (b) a good and sufficient bond in a sum equal to the contract price to protect Lessee, Lessor and Mortgagee against defective workmanship and materials for a period of one (1) year after acceptance of the component project and (c) any statutory bond, as may be required under Oklahoma law, to insure against liens being placed on the Leased Property. Lessor shall be named as an additional obligee on the bonds described above. No construction work shall commence until Lessor shall receive evidence that the contractor has obtained the insurance coverage required in Section 7.4, the bonds required by this Section, and a true and final copy of the construction contract.

In lieu of the bonds required in (a) and (b) of this subsection, if Lessee, or an ^{entity} ~~entity~~ controlled by the partners of Lessee or The Edward J. DeBartolo Corporation, acts as general contractor or construction manager, Lessee may provide, at its option, to Lessor a Guaranty of Completion by The Edward J. DeBartolo Corporation. If such a Guaranty is provided, Lessor agrees that the Guaranty will be released upon completion of construction and payment by Lessee as evidenced by a certificate of completion issued by Lessee's architect and lien waivers as provided by all contractors and workmen. Lessee agrees that such a Guaranty is not subject to the exculpation provisions of Article 26.

ARTICLE 8. USE OF LEASED PROPERTY. Lessee agrees that it will use the Leased Property in accordance with all laws and regulations applicable to the Leased Property. Lessee also agrees to operate its Race Track in accordance with the rules of the OHRC or its successor. In the event any rules of the OHRC are in conflict with the terms of this Agreement, the rules of the OHRC shall prevail as long as the substantive benefits of Lessor are not materially reduced. Lessee agrees that it will not allow any condition in, on or about the Leased Property, nor permit the conduct of any activity in, on or about the Leased Property, which shall materially or adversely affect the development, improvement, operation or maintenance of the Leased Property for the use and enjoyment of the public. If any proscribed or prohibited condition or activity, as above described, shall be permitted to exist in, on, or about the Leased Property, or any part thereof, then, Lessor, after giving thirty (30) days' written notice to Lessee, approved assignees, sublessees and mortgagees, during which period Lessee, approved assignees, sublessees and mortgagees may abate or correct the omission or objection set forth in Lessor's notice, may correct the omission or objection by entering the Leased Property itself, or by its agents, servants or employees, without such entry causing or constituting a termination of this Agreement or an interference with possession of the Leased Property, and Lessor may cause abatement of such proscribed or prohibited condition or activity; and, in such event, Lessee agrees to pay Lessor the

costs and expenses incurred by Lessor in connection with such abatement within thirty (30) days after receipt by Lessee of an invoice or statement showing the costs and expenses incurred by Lessor for the above described purposes. ~~Any actions taken by Lessee pursuant to this Section shall not involve a default under Article 17.~~

Lessee shall not commence, nor allow the commencement of, the operation of the Race Track until (i) Lessee shall have promulgated, and Lessor shall have approved, comprehensive rules and regulations relating to all aspects of the public use and enjoyment of the Race Track, substantially in the form attached as Exhibit "D" attached hereto (the "Rules"). The parties recognize that the Rules will coexist with, and in some cases may be identical to, certain rules over which the OHRC has approval power.

If at any time during the term of this Agreement, it is determined that Lessee's use of the Leased Property or any portion is either prohibited or inconsistent with any restrictions existing at the date of execution of this Agreement, this Agreement shall terminate (if approved by Lessee's mortgagees); provided in such event such prohibition does not materially interfere with Lessee's use of the Leased Property for which such termination shall be effective only with respect to the affected portions. Any termination under this Section shall be effectuated as if it were a discretionary termination under Article 21 hereof.

In the event Lessee is prohibited from using the Leased Property during the term of this Agreement due to any legal proceeding for a period of at least thirty (30) days, Lessor shall abate the minimum rent for the period of time Lessee is without the use of the Leased Property.

ARTICLE 9. ALTERATIONS. Lessee agrees not to make any major alterations, modifications or repairs to the Race Track or the Leased Property, which would materially affect the value or function of the Race Track, without the prior written approval of Lessor, which approval may not be unreasonably withheld. Lessor agrees to have the plans and specifications provided by Lessee reviewed in a timely manner and under the procedure provided in Section 7.1 herein.

Within thirty (30) days of the completion of the alterations, modifications or repairs referred to above, Lessee will provide Lessor's engineer with a complete set of "as-built" drawings, including plumbing, heating, ventilating, air conditioning, mechanical and electrical systems. Lessee shall use reasonable efforts to keep the Leased Property free and clear of any and all mechanics' and materialman's liens in any way arising out of any

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construction, improvement or use by Lessee and will remove any such liens in a timely manner, as provided herein.

Any alterations or improvements made to the Race Track, other than those constituting what would commonly be defined as personal property, shall become a part of the Race Track upon completion and shall not be removed, but shall remain on the Leased Property at the termination of this Agreement. Notwithstanding the preceding sentence, any equipment or fixtures owned by Lessee which are not permanently affixed to any real property, which can be removed without damaging the real property, and which would commonly be defined as personal property (including but not limited to a Diamond Vision screen, totalisator boards, closed circuit television system) ("Personal Property") shall remain the property of Lessee and may be removed by Lessee.

ARTICLE 10. MAINTENANCE AND OPERATION OF THE LEASED PROPERTY.

10.1 Maintenance and Safety. Lessee shall keep the Leased Property, and the Race Track and any other improvements constructed thereon, in good repair and in a safe, clean and sanitary condition, consistent with the operation of a first-class horse racing facility, ordinary wear and tear excepted. All repairs, replacements, renewals or substitutions of any kind or nature to the Race Track shall be the responsibility of Lessee. Lessee shall correct safety deficiencies and violations of safety practices immediately after receipt of notice from Lessor. If Lessee, its assignee, sublessee or mortgagee fails to correct hazardous conditions which have led or could lead to injuries, Lessor or its designee may immediately correct such condition as provided under the default provisions of this Agreement (Article 19).

Lessee agrees that no offensive or refuse matter, nor any substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain thereon, and Lessee shall prevent any such matter or material from being or accumulating upon the Leased Property and shall immediately remove such matter or material. Lessee shall provide for periodic removal of garbage and refuse and shall furnish all equipment and materials necessary to facilitate the removal of same. Lessee shall conceal all trash storage from public view.

10.2 Disorderly Persons. Lessee shall use its best efforts to permit no intoxicated person or persons, profane or indecent language, or boisterous or loud conduct in or about the Race Track and will utilize an adequately trained and staffed security force in maintaining peaceful conditions. It shall not

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knowingly permit the use or possession of any substance contrary to law on the Leased Property, and shall promptly notify the authorities should it find persons doing so.

10.3 Permits and Licenses. Lessee shall obtain at its sole expense any and all permits or licenses that may be required in connection with this Agreement including, without limiting the generality thereof, tax permits, business licenses, health permits, police and fire permits, liquor permits, etc. Lessor agrees that it will cooperate in the acquisition of such permits and licenses and assist Lessee as is appropriate. Nothing in this section shall prohibit Lessee from charging its assignees, sublessees, licensees or concessionaires the costs of obtaining such licenses or permits for such party's use.

10.4 Non-Discrimination and Affirmative Action. Lessee agrees that no person shall be denied employment or any benefits of employment by Lessee for reasons of race, religion, color, sex, age or national origin; and Lessee shall take affirmative action to insure same. Benefits of employment shall include, but not be limited to, recruitment, compensation, training, promotion, transfer, termination, and disciplinary action. Lessee shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Moreover, Lessee agrees to include this non-discrimination clause in any subcontract entered into by it in connection with the performance of this Agreement. Notwithstanding the above, Lessor acknowledges that the employment policy of Lessee is subject to the rules of the OHRC, and to the extent the OHRC rules limit the applicability of this Article, Lessee shall not be in default under this Agreement for following the OHRC rules.

Lessee agrees it will undertake such affirmative action program as shall be required by applicable federal, state and local law and regulations to insure that no person be excluded from participation in any employment activities on the grounds of race, creed, color, national origin, age or sex. Lessee agrees that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by applicable law and regulations. Lessee agrees that any sublessees will give assurances to Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sublessees as may be required by applicable law and regulations.

10.5 Facilities Non-Discrimination. The Leased Property shall be available for use and enjoyment by the public. Lessee agrees that it will not discriminate by segregation or otherwise against any person or persons because of race, color, religion, sex, national origin, ancestry or age in furnishing or

refusing to furnish, to such person or persons the use of the Leased Property, including any and all services, privileges, accommodations and activities provided thereby. Notwithstanding the above, Lessor acknowledges that the admissions policy of Lessee is subject to the rules of the OHRC, and to the extent the OHRC rules limit the applicability of this Article, Lessee shall not be in default under this Agreement for following the OHRC rules.

10.6 Inspection. At all reasonable times, Lessor and its designated representatives shall have the right to inspect the Leased Property for the purpose of determining compliance by Lessee with the terms and conditions of this Agreement.

ARTICLE 11. INDEMNIFICATION AND INSURANCE.

11.1 Indemnification. Lessee shall at all times during the term of this Agreement release, defend, indemnify and save harmless Lessor, the City of Oklahoma City, the City of Nichols Hills, the Oklahoma Zoological Society and the Board of Regents of the University of Oklahoma, and their officers, agents and employees

- (a) from and against any loss of, or damage to, property of either party hereto or of third persons, or injuries to, or death of, any person or persons, including without limiting the generality thereof, Lessee's employees and agents, and
- (b) from and against any and all claims, damages, suits, costs, expense, liability, actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever

in matters resulting from, or arising out of, or alleged to have resulted from or to have arisen out of the use by Lessee of the Leased Property and the Race Track or any of its operations or activities on the Leased Property, including, without limiting the generality of the foregoing, acts and omissions of Lessee, its employees and agents, its sublessees, representatives, suppliers and invitees, and construction and other contractors, and Lessee's Architect and/or Engineer and all its agents, officers and employees. Provided, however, Lessee shall not be liable for any loss occasioned by the negligent act or willful misconduct of Lessor, or its officers, agents and employees. Lessor agrees to give Lessee and its approved mortgagee prompt notice of any claims and the opportunity to defend the same. The minimum insurance limits set forth in this Agreement shall not be deemed to limit or define the obligations of Lessee under this

Section. All obligations contained in this Section shall survive the termination or expiration of this Agreement.

11.2 Insurance. Lessee shall maintain or cause to be maintained at all times during the term of this Agreement, with an insurance carrier reasonably acceptable to Lessor and authorized to conduct business in the State of Oklahoma, insurance coverage as set forth in this section.

(a) Workers' Compensation Insurance as required by the statutes of the State of Oklahoma, and adequate Employer's Liability Insurance.

(b) Public Liability and Property Damage Insurance covering all operations and activities on, in or about the Leased Property and all structures, improvements located thereon, and appurtenances thereto, in the following minimum limits (but in no event less than the statutory limits found at 51 Oklahoma Statutes, Section 151 et. seq. or successor or amendatory statutes):

- (i) Bodily Injury Liability in the amount of not less than \$600,000 for injuries, including accidental death or products liability, to any one person, and subject to the same limit for each person, in an amount not less than \$3,000,000 for one accident.
- (ii) Property Damage Liability in the amount of not less than \$300,000 for any one accident including products liability and an aggregate limit of \$3,000,000.

Lessee shall furnish Lessor with a certificate evidencing the existence of all such insurance coverages; and the certificates evidencing the existence of the insurance coverages specified in subparagraph (b) above shall provide that Lessor, the City of Oklahoma City, the City of Nichols Hills, the Oklahoma Zoological Society and the Board of Regents of the University of Oklahoma, as their interests may appear, are additional named insureds under said policy or policies and that said policy or policies cannot be cancelled or materially modified except upon thirty (30) days advance written notice to Lessor. The foregoing provision regarding additional named insureds shall not create or be deemed to create any liability on the part of said additional named insureds which would not otherwise exist under the laws of the State of Oklahoma and exceptions provided by law.

(c) Property Insurance. Lessee, in its own name and that of Lessor, the City of Oklahoma City, the City of

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Nichols Hills, the Oklahoma Zoological Society and the Board of Regents of the University of Oklahoma as their interests may appear, shall during the term hereof purchase and maintain, in effect, with responsible underwriters reasonably acceptable to Lessor, fire and extended coverage, flood (if applicable), vandalism and malicious mischief and boiler and machinery insurance on all the structures and improvements, and all appurtenances thereto situated on the Leased Property to the extent of not less than eighty percent (80%) of the replacement cost, from time to time, of such structures and improvements, and all appurtenances thereto. Lessee shall furnish Lessor with certificates of such insurance, issued by insurance underwriters, evidencing the existence of valid policies of insurance with the coverage specified, which certificates shall not be amended so as to decrease the protection below the limit specified herein or be subject to cancellation without at least thirty (30) days advance written notice to Lessor and Lessee.

The insurance proceeds shall be expended pursuant to the provisions of Article 13 ("Destruction and Restoration").

Should Lessee desire to have the Property Insurance written with a deductible clause, Lessee shall be responsible for the amount of the deductible in the event of loss. As long as Lessee continues to be primarily liable under this Agreement and continues to operate the Race Track, Lessee may insure the Leased Property with a deductible clause in excess of Fifty Thousand Dollars (\$50,000). In the event of an approved assignment or sublease, the deductible amount shall not exceed Fifty Thousand Dollars (\$50,000), unless otherwise approved, in advance, by Lessor.

At Lessee's option, such insurance may be carried under a blanket policy covering the Leased Property and the Race Track and any other of Lessee's facilities (or facilities of entities affiliated with Lessee) provided the provisions of such blanket policy comply with the terms of this Agreement and coverage with respect to the Leased Property is separately allocated therein. Lessee shall deliver to Lessor certificates or memoranda of insurance for all policies of insurance to be procured by Lessee within thirty (30) days of the inception of such policies and, at least thirty (30) days prior to the expiration, cancellation or material alteration of any such policies, Lessee shall deliver to Lessor certificates or memoranda of insurance evidencing the renewal of such policies.

As to circumstances arising during the term of this Agreement, the provisions of this Article 11 shall survive the termination or cancellation of this Agreement during the period prior to the effective bar of any claim under the appropriate statute of limitations.

ARTICLE 12. MECHANIC'S LIEN OR CLAIMS. At all times during the term of this Agreement, Lessee will pay for all labor performed and material furnished in or about the construction of the Race Track or any other improvement on the Leased Property constructed by Lessee and shall use reasonable efforts to keep the Leased Property and the Race Track and all other improvements on the Leased Property free and clear of any and all mechanics and materialman's liens; further Lessee, or its sublessees, subject to Article 19 herein, will defend at their sole cost and expense each and every lien or encumbrance asserted or claim filed against the Leased Property or the Race Track or any other improvement located on the Leased Property which is not a lien or encumbrance as a result of Lessor's action. Lessee shall "bond off", or cause to be bonded off, any liens within thirty (30) days of their attachment to insure that they are removed from the property they encumber. Further, Lessee, or its sublessees, will pay each and every judgment made or given against the Leased Property or any other improvement on the Leased Property, or any part thereof, or against Lessor, on account of any above described lien or encumbrance, unless otherwise stated to the contrary herein. Lessee will defend, indemnify and save Lessor harmless from every claim and action on account of any and all such liens and encumbrances incurred during the term of this Agreement; including, by way of illustration and not of limitation, laborer's, mechanic's, and materialman's liens, and any other liens and encumbrances not specifically enumerated herein, but which are not liens as a result of Lessor's action; and upon reasonable notice from Lessor, will defend Lessor in any action, suit or proceeding arising from the actions of Lessee. Nothing contained herein shall in any way prejudice Lessee's right to contest to final judgment or decree any lien prior to payment thereof. For purposes of this Agreement, liens shall not include construction and permanent mortgages, financing statements and/or security agreements.

As long as Lessee is actively pursuing in good faith the removal of liens, the failure of Lessee to remove liens from the Leased Property or the Race Track shall not be deemed an event of default. In the event such a lien has been incurred by Lessor or arises from the actions of Lessor, Lessor shall have the same obligations as required of Lessee pursuant to the provisions of this Article and upon reasonable notice and request from Lessee, shall defend Lessee at Lessor's own cost and expense, from any action, suit or proceeding which may be brought on or for the enforcement of any such lien and shall pay damages and satisfy and discharge any judgment entered in such action, suit or proceeding and save Lessee harmless from any liability, claim or damages resulting therefrom. The provisions of Article 12 shall survive the termination of this Agreement.

ARTICLE 13. DESTRUCTION AND RESTORATION. In the event of damage or destruction or loss of use of Lessee's Improvements, or any portion thereof, which damage, destruction or loss of use can not be repaired or replaced within six (6) months or will cost more than fifty percent (50%) of the market value of Lessee's Improvements, immediately prior to such damage or destruction, to repair or replace, Lessee shall have the option, exercisable by written notice given to Lessor within sixty (60) days after the occurrence of such event, to terminate this Agreement, provided, in the event Lessee is in default at the time of any damage or destruction, Lessee shall cure such default before this Agreement shall terminate. In the event of the damage or destruction of Lessee's Improvements, should Lessee elect to terminate, Lessee will return to Lessor the Leased Property clear of all structures, or not at Lessor's option. If Lessee does not exercise the foregoing option to terminate this Agreement, Lessee shall, either (i) promptly commence after the settlement of claims and, diligently pursue to completion, within such period as shall be reasonably approved by Lessor, the repair, replacement, or restoration of Lessee's Improvements as nearly as possible to the condition it was in immediately prior to the damage, destruction or loss, or (ii) repair, replace or restore Lessee's Improvements with such changes or alterations as may be reasonably requested by Lessee and approved by Lessor, which approval shall not be unreasonably withheld. In the event Lessee is unable to operate the Race Track for a period of thirty (30) days or more, Lessor agrees to rebate the minimum rent for the period of time Lessee has lost the use of the Race Track.

All insurance proceeds awarded under Lessee's insurance policies shall be paid first to Lessee or its approved mortgagee, as the case may be, according to the terms of any mortgage agreement, provided, Lessee's Improvements are restored or the site is cleared, Lessor's sole claim (and the claims of those named as additional insureds in Section 11.2(c) herein) to insurance proceeds shall be the amount required to clear the site. This provision shall not prohibit Lessor from insuring its interests in this Agreement or from collecting any proceeds awarded under its insurance policies.

ARTICLE 14. TITLE TO LESSEE'S IMPROVEMENTS.

14.1 Title During Term of Lease. So long as this Agreement shall remain in full force and effect, title to the Race Track as well as any other buildings and permanent improvements constructed in, on, under or about the Leased Property by Lessee or those claiming or holding under Lessee shall be and remain in Lessee or in the approved sublessees of Lessee, as the case may be, until the expiration of this Lease Agreement as renewed under Article 2, or the expiration of any new lease granted mortgagee, or termination pursuant to any

Article hereof. Lessee and those claiming or holding under Lessee who have constructed improvements on the Leased Property shall be entitled to claim tax deductions for depreciation, tax credits and any other tax benefits accruing to owners of real property. Lessee and those claiming or holding under Lessee shall not remove any components of the Race Track, or any other buildings or improvements constructed in, on, under or about the Leased Property nor waste, destroy or modify the same, except as permitted by this Agreement. Notwithstanding the preceding sentence, Lessee and those claiming or holding under Lessee shall not be prohibited from removing from the Race Track or the Leased Property any Personal Property, as that term is defined in Article 9 herein.

14.2 Title Upon Termination. Subject to the provisions of this Agreement requiring payment to Lessee upon termination, the Race Track and all buildings, fixtures and permanent improvements constructed or erected in, on, under or about the Leased Property by Lessee and those claiming or holding under Lessee at the expiration of this Agreement, as provided above, shall then become the property of Lessor, without compensation to Lessee or those claiming or holding under Lessee. In any and all events, however, upon the expiration of the Agreement or sooner termination of this Agreement for whatever reason, except as provided in Article 21 herein, title to the Race Track and to all buildings and permanent improvements in, on, under or about the Leased Property shall immediately vest in Lessor free and clear of all liens, encumbrances and claims of any nature, exclusive of claims against the property as a result of Lessor's actions, including, without limiting the generality thereof, all claims to or against such property by Lessee or any third party; and Lessee and all those claiming or holding under Lessee shall release, defend and indemnify Lessor from and/or against all liability and loss arising from such claims or from the Lessor's exercise of the rights conferred by this Article. Further, Lessee and all those claiming or holding under Lessee shall at the time of such expiration or termination give Lessor (i) assignments or other appropriate documentation as requested by Lessor to the Race Track and to all buildings and permanent improvements in, on, under or about the Leased Property, warranting all such property to be free and clear of all liens, encumbrances and claims of whatsoever nature, exclusive of claims against the property as a result of Lessor's actions, and (ii) other documentation satisfactory to Lessor evidencing the vesting of title to all such property in Lessor. In the event of any above described expiration or termination (subject to the provisions of Article 21 herein), the monies expended by Lessee or those claiming or holding under Lessee for the development, construction, maintenance and/or repair of the property enumerated shall be deemed to be additional rental paid hereunder by Lessee and no compensation therefor shall be paid or

allowed Lessee or any person claiming or holding under Lessee. Notwithstanding anything to the contrary contained in this paragraph, all Personal Property owned by Lessee its sublessees and licensees shall remain the property of Lessee and may be removed by Lessee.

ARTICLE 15. UTILITIES. Lessor shall not be required to furnish utility service to the Race Track or the Leased Property, including by way of example, but not of limitation, electricity, gas, water and sewer. However, Lessor shall use its best efforts to assist Lessee in obtaining such service. Lessor shall not be liable for any failure of water supply or electric current or of any service by any utility; likewise, Lessor shall not be liable for injury to persons (including wrongful death) or damage to property resulting from steam, gas, electricity, water, rain or snow which may flow from any part of the Leased Property or from any pipes, appliances, or plumbing works, from the street or subsurface, or from any other place; or for interference with light or other easements, however caused. Lessee shall be responsible for all arrangements with utility companies and shall pay all charges for steam, gas, electricity, water, light, heat, power, and other services used by Lessee in or about Leased Property and shall defend and indemnify Lessor against any and all liability on such account.

ARTICLE 16. TITLE INSURANCE; ACCEPTANCE OF PREMISES. Upon the commencement ^{procure} of the Preliminary Term of this Agreement, Lessee shall ~~provide~~ ^{procure} Lessee with a commitment to issue a leasehold policy of title insurance showing fee simple title in the City of Oklahoma City, the City of Nichols Hills, the Oklahoma Zoological Society and the Regents of the University of Oklahoma and insuring Lessee's interest in the leasehold estate. The cost of the title insurance shall be the sole responsibility of Lessor but shall be paid for by Lessee out of the Initial Payment as described in Section 3.1, with a credit being applied to the Initial Payment equal to Lessee's expenditure for the title insurance.

After receipt of a title commitment setting forth requirements and exceptions according to the title standards adopted by the Oklahoma Bar Association (the "Title Standards") in a form acceptable to Lessee, Lessee shall have thirty (30) days to review the title commitment and provide Lessor with a list of those title exceptions which could, under the Title Standards, either disturb Lessee's leasehold estate, disrupt Lessee's quiet enjoyment of the Leased Property or restrict Lessee's use of the Leased Property. Lessor shall have thirty (30) days from receipt of Lessee's notice to either cure those exceptions raised by Lessee as defects or provide Lessee with written assurances satisfactory to Lessee, Mortgagee and the Title Company from the appropriate parties, which assurances shall be in a manner the

Title Company can provide affirmative coverage that the exceptions will not disturb either the leasehold estate or Lessee's use of the Leased Property. Should Lessor fail to cure the defects as required herein, Lessee may extend the cure period for an additional period not to exceed sixty (60) days, or cure the defects for Lessor deducting the cost of cure from the Initial Payment or terminate this Agreement. In the event Lessor shall extend the cure period, the Preliminary Term shall be extended for such period. Lessee acknowledges that it is fully familiar with the physical condition of the Leased Property, and Lessee accepts the Leased Property in its "as is" condition. Lessor has made no representations whatsoever in connection with the condition of the Leased Property or any portion thereof, and shall not be liable for any latent or patent defects therein.

ARTICLE 17. ASSIGNMENTS, SUBLEASES AND MORTGAGES.

17.1 Assignments. For purposes of this Agreement, an assignment shall refer to the transfer of all or any portion of Lessee's right, title and interest to the leasehold estate in the Leased Property and/or in the Race Track (exclusive of a "sublease" or "mortgage" of the same) subject to the terms hereof, whereby the assignee is then a lessee herein to the extent of the leasehold estate so assigned by Lessee. Neither Lessee nor any sublessee can assign this Agreement or any sublease or any interest therein by operation of law, process or proceeding of any court or otherwise, or any portion of Lessee's or a sublessee's leasehold estate (said assignment herein not to include a sublease or mortgage or an assignment in lieu given to any such approved mortgagee or a foreclosure by any such mortgagee) without obtaining the prior written approval of Lessor; which written approval shall not be unreasonably withheld. No such assignment shall be approved by Lessor unless the same shall be in writing and shall expressly provide, inter alia, that each and every term and condition of this Agreement applicable to that portion of the leasehold or subleasehold estate or the portion of the Race Track so assigned shall be binding on any such assignee.

As any assignment pertaining to the operation of the Race Track hereunder requires the approval of the OHRC as to the background and financial integrity of the assignee, Lessor agrees that it will not unreasonably withhold approval of any assignee which has been approved by the OHRC, or any assignee which has been approved by the mortgagee of Lessee, where such mortgagee's approval has been required.

At least thirty (30) days prior to any contemplated assignment, Lessee or sublessee shall submit a written request therefor to Lessor. Any party to whom any assignment is made shall expressly assume in writing all of the terms, covenants, obligations and

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agreements contained in this Agreement that apply to that portion of the leasehold or subleasehold estate or the Race Track.

In the event of any approved assignment, Lessee shall be relieved of all liability to Lessor to pay any portion of the rentals applicable to the portion of the leasehold estate so assigned, and shall also be relieved of all obligations to perform the terms, covenants and conditions herein contained.

Furthermore, in the event of an approved assignment, the assignee shall not further assign, sublease or mortgage any portion of the Leased Property or the Race Track, or any interest in its leasehold estate or this Agreement except with the prior written approval of Lessor and Lessee, if applicable, pursuant to the procedure required herein. Such an approved assignment shall also set forth therein the agreed procedure by which the assignee shall be paid for its improvements, if applicable, in the event of the discretionary termination by Lessor under Article 21 herein, and in so doing, shall require said assignee to agree to said procedure and to its portion of said improvements so appraised thereunder and its portion of the value of same all as set forth in Article 21 herein.

Notwithstanding the provisions of this subsection, Lessee may, without the consent of Lessor, assign, sell or transfer its interest in the Race Track or assign its interest under this Agreement to another legal entity which it either controls or is controlled by, or to another legal entity in which a majority equity interest is controlled by any one or more of the following: The Edward J. DeBartolo Corporation, Edward J. DeBartolo, Sr., Edward J. DeBartolo, Jr., Marie Denise DeBartolo York or any members of their immediate families or any trusts for the benefit of any of the members of the family of Edward J. DeBartolo, Sr., provided, any such assignment shall not relieve Lessee of its obligations under this Agreement.

17.2 Subleases. For purposes of this Agreement, a sublease shall refer to a lease by Lessee (as a sublessor) of all or a portion of Lessee's leasehold estate in the Leased Property and/or the Race Track. (Lessee is then the landlord to sublessee, whereas in an assignment by Lessee, Lessor herein remains as landlord of assignee.) Lessee shall not sublet the Leased Property or the Race Track or any portion thereof, without first obtaining the prior written approval of Lessor, which written approval shall not be unreasonably withheld. No such sublease shall be approved by Lessor unless the same shall be in writing and shall expressly provide, inter alia, that each and every term of this Agreement shall be binding on any such sublessee to the extent such terms and conditions are applicable to that particular portion of the Leased Property, Race Track or subleasehold estate and to the extent such terms and conditions

are not changed, deleted or modified by the specific terms of the approved sublease. Any request for a sublease shall specify the sublessee's intended use of the property. In the event the sublease requires the approval of the OHRC, Lessor agrees that it will not unreasonably withhold approval of any sublease which has been approved by the OHRC.

At least thirty (30) days prior to any contemplated sublease, Lessee shall submit a written request therefor to Lessor. Lessor's failure to respond in the thirty (30) day period shall be deemed an approval of the sublease. The sublessee shall expressly assume in writing all of the terms, covenants, obligations and agreements contained in this Agreement which apply to that portion of Leased Property or the Race Track so subleased, unless so specified to the contrary in said approved sublease.

In the event of any approved sublease, Lessee shall not be released from its obligation to pay all rental amounts due hereunder to Lessor, nor shall Lessee be released from any of the terms, covenants or conditions herein contained on the part of Lessee to be performed, kept and observed. Furthermore, in the event of an approved sublease, the subtenant shall not assign, sublease or mortgage any portion of the Leased Property or the Race Track, or any of its subleasehold estate except with the prior written approval of Lessor and Lessee herein, said approval not to be unreasonably withheld.

Any sublessee may not sub-sublease its subleasehold estate or improvements constructed thereon without the same approval of Lessor and under the same conditions and restrictions as imposed on Lessee herein, and furthermore, such a sublessee desiring to sub-sublease its subleasehold estate or improvements constructed thereon may also be required in its sublease to obtain the written approval of Lessee herein, prior to the sublessee's request to Lessor for such approval. Such an approved sub-sublease and sub-sublessee will be subject to all terms and conditions contained in this Agreement applicable to a sublease and sublessee.

Should this Agreement between Lessor and Lessee be terminated for default as set forth in Article 19 herein, all subleases entered into as aforesaid, and not the subject of the invocation of the default and termination of this Agreement under Article 19, shall not be terminated and shall remain in force and effect, said sublessees then being a direct lessee of Lessor, herein. Any sublease granted by Lessee shall contain a provision, reasonably satisfactory to the Lessor, requiring sublessee to attorn to Lessor under their sublease agreement when the sublessee is notified by receipt of a certified copy of the final judicial decision (as set forth in Article 19 herein), terminating this

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are not changed, deleted or modified by the specific terms of the approved sublease. Any request for a sublease shall specify the sublessee's intended use of the property. In the event the sublease requires the approval of the OHRC, Lessor agrees that it will not unreasonably withhold approval of any sublease which has been approved by the OHRC.

At least thirty (30) days prior to any contemplated sublease, Lessee shall submit a written request therefor to Lessor. Lessor's failure to respond in the thirty (30) day period shall be deemed an approval of the sublease. The sublessee shall expressly assume in writing all of the terms, covenants, obligations and agreements contained in this Agreement which apply to that portion of Leased Property or the Race Track so subleased, unless so specified to the contrary in said approved sublease.

In the event of any approved sublease, Lessee shall not be released from its obligation to pay all rental amounts due hereunder to Lessor, nor shall Lessee be released from any of the terms, covenants or conditions herein contained on the part of Lessee to be performed, kept and observed. Furthermore, in the event of an approved sublease, the subtenant shall not assign, sublease or mortgage any portion of the Leased Property or the Race Track, or any of its subleasehold estate except with the prior written approval of Lessor and Lessee herein, said approval not to be unreasonably withheld.

Any sublessee may not sub-sublease its subleasehold estate or improvements constructed thereon without the same approval of Lessor and under the same conditions and restrictions as imposed on Lessee herein, and furthermore, such a sublessee desiring to sub-sublease its subleasehold estate or improvements constructed thereon may also be required in its sublease to obtain the written approval of Lessee herein, prior to the sublessee's request to Lessor for such approval. Such an approved sub-sublease and sub-sublessee will be subject to all terms and conditions contained in this Agreement applicable to a sublease and sublessee.

Should this Agreement between Lessor and Lessee be terminated for default as set forth in Article 19 herein, all subleases entered into as aforesaid, and not the subject of the invocation of the default and termination of this Agreement under Article 19, shall not be terminated and shall remain in force and effect, said sublessees then being a direct lessee of Lessor, herein. Any sublease granted by Lessee shall contain a provision, reasonably satisfactory to the Lessor, requiring sublessee to allow Lessor under their sublease agreement when the sublessee is notified by receipt of a certified copy of the final judicial decision (as set forth in Article 19 herein), terminating this

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Agreement between Lessor and Lessee, and said provision shall instruct said sublessee to then make its rental payments directly to Lessor.

Any such approved sublease agreement shall contain a provision determining the percentage of monies to be paid, if any, to the Lessee and sublessee in the event of a discretionary termination of this Agreement by Lessor, as set forth in Article 21 herein, and said provision shall require the sublessee to accept the value determined by the appraisers of the subleasehold estate in particular improvements all as set forth in Article 21 herein. Any discretionary termination of this Agreement by Lessor under Article 21, shall likewise terminate, according to the time frame and conditions set forth in Article 21, any and all subleases.

17.3 Mortgages. For purposes of this Agreement, a mortgage is the granting by Lessee or any sublessee of a mortgage, pledge or security interest in all or a portion of the improvements constructed on the Leased Property (both real and personal), or their interest in the leasehold estate or any portion thereof created under this Agreement. A mortgage, as hereinafter provided, may also include a renewal, modification, consolidation, replacement and/or refinancing (any and all of the foregoing being referred to as "Refinance" or "Refinancing") of any mortgage obtained by Lessee, however, once Lessor has approved a mortgagee, Lessee may modify, renew, or refinance said mortgage with mortgagee provided the principal and term do not exceed the limits provided herein.

Lessee may, at any time and from time to time during the term of this Agreement and any extensions hereof (including any new lease with a mortgagee), with the approval of Lessor, which approval will not be unreasonably withheld, mortgage, pledge or otherwise grant a security interest to secure any debts or obligations in any or all of (i) Lessee's interest in this Agreement and its leasehold estate in the Leased Property, or (ii) the Race Track and any buildings or improvements that may be constructed on the Leased Property (a mortgage of any Personal Property shall not require Lessor's consent). Lessee agrees that any such mortgages, pledges or security interests granted will not be for a term to exceed the then unexpired term of this Agreement and any available renewals hereof, and further the aggregate principal amount of said mortgages, pledges or security interests of real property will not exceed the fair market value of the real property and improvements secured thereby at the time the mortgage is made.

Lessor agrees that it will not (i) accept any voluntary surrender, cancellation, modification or amendment of this Agreement, (ii) accept a conveyance of Lessee's interest in this Agreement, (iii) convey to Lessee Lessor's interest in the Leased

Property at any time while any leasehold mortgage is in effect without the prior consent in writing of the leasehold mortgagee or (iv) terminate this Agreement without providing mortgagee with notice and right to cure any defaults hereunder.

Lessee agrees to make all payments of interest and principal under any mortgages and to pay all of the costs and expenses incurred therewith, all of which shall be paid by Lessee directly to the aforesaid Lending Institution as and when the same shall be due and payable. Lessor agrees that Lessee alone shall be entitled to all of the proceeds from any mortgage at any time and from time to time effected pursuant to this Agreement, and Lessor shall not be entitled to, and shall not receive, and shall have no interest in, such proceeds or any part thereof, and hereby directs the aforesaid Lending Institution granting a mortgage to pay the aforesaid proceeds directly to Lessee. For purposes of this Agreement, the term Lending Institution shall mean any insurance company, bank or trust company, bank holding company, savings and loan association, teachers annuity or retirement fund, any pension fund not controlled by a union or any other entity approved by Lessor. Lessor shall not be required, and Lessee shall have no right, to subordinate or subject any interest of Lessor in the Leased Property or any other property of Lessor to any mortgage, pledge or other security interest granted by Lessee or to grant any mortgage, pledge or other security interest in the Leased Property or any other property of the Lessor.

In the event of a default under this Agreement, Lessor agrees to serve a copy of the notice of default upon each approved leasehold mortgagee, with such notice specifying the default and the steps necessary to cure it. No notice to Lessee shall be effective unless a copy of said notice is also served upon each leasehold mortgagee at the last address furnished Lessor with service accomplished in the manner provided in Article 27. In the event Lessee fails to cure any default for which a leasehold mortgagee receives notice, Lessor agrees to provide each leasehold mortgagee with written notice of Lessee's failure to cure within twenty-four (24) hours of the last day of the cure period. Each leasehold mortgagee shall have an additional thirty (30) days beyond that provided in Article 19 in which to cure or provide a plan to cure non-monetary defaults of Lessee and an additional ten (10) business days to cure monetary defaults. Any payment or payments made by a leasehold mortgagee to avoid a termination of this Agreement shall not be construed as a waiver of the leasehold mortgagee's right to contest the payment by way of judicial procedure or otherwise. Furthermore, nothing contained herein shall require a leasehold mortgagee to cure any default of Lessee. In the case of a non-monetary default, after Lessor has given each leasehold mortgagee notice of Lessee's failure to cure the default, Lessor shall not exercise any right

or remedy with respect thereto if either (i) a leasehold mortgagee cures the default within thirty (30) days after the notice is received by the leasehold mortgagee or, if the default cannot be cured within thirty (30) days, a leasehold mortgagee begins the curative work within the thirty (30) day period and prosecutes the curative work to conclusion with diligence; or (ii) a leasehold mortgagee institutes foreclosure proceedings within the thirty (30) day period, completes the foreclosure proceedings with diligence (unless stayed by a court in which event mortgagee shall proceed as soon thereafter as possible) and, within thirty (30) days after the Lessee's interest is acquired by a leasehold mortgagee or the other purchaser at foreclosure and said party has acquired possession, the leasehold mortgagee or the other purchaser at foreclosure begins to cure the default and prosecutes the curative work to conclusion with diligence; or (iii) a leasehold mortgagee acquires the leasehold interest by conveyance in lieu of foreclosure within the thirty (30) day period and, within thirty (30) days after acquiring the leasehold interest, begins to cure the default and prosecutes the curative work to conclusion with diligence. In the event the default is not capable of being cured by mortgagee, Lessor waives such default against mortgagee after mortgagee has acquired the leasehold interest.

As stated in the preceding paragraph, any leasehold mortgagee or other person or entity may become the legal owner and holder of this Agreement by foreclosure of the mortgage or other appropriate legal proceedings or as a result of the assignment of this Agreement in lieu of foreclosure, whereupon the leasehold mortgagee or other acquirer of Lessee's leasehold interest may, with the consent of Lessor as required in Sections 17.1 and 17.2, sell or assign this Agreement in whole or in part or sublease the Leased Property in whole or in part on such terms and to such persons and organizations as are acceptable to the leasehold mortgagee or the other acquirer. Lessor shall be furnished with copies of each assignment, sublease, and memorandum of lease in a form suitable for recording not more than thirty (30) days after the execution thereof.

In the event of a termination of this Agreement, Lessor agrees to enter into a new lease agreement of the Leased Property with the leasehold mortgagee, or its designee or nominee for the remainder of the then current term, effective as of the date of the assignment, at the minimum rent and percentage rent and upon the terms, provisions, covenants and agreements as contained herein and subject only to the same conditions of title as this Agreement is subject to on the date of execution, and to the rights, if any, of any parties then in possession of any portions of the Leased Property, provided:

(a) Said leasehold mortgagee, its designee or nominee shall make written request of Lessor for such a new lease agreement within thirty (30) days after receiving notice of the termination of this Agreement from Lessor;

(b) Said leasehold mortgagee, its designee or nominee shall pay Lessor at the time of execution and delivery of the new lease agreement, any and all sums which, at the time of execution and delivery, would be due pursuant to this Agreement but for the termination of this Agreement, and in addition thereto any expenses to which Lessor would have been entitled by reason of such default;

(c) Said leasehold mortgagee, its designee or nominee shall perform and observe all covenants contained herein on Lessee's part to be performed and shall further remedy any other conditions which Lessee was obligated to perform under this Agreement at the time of assignment, if capable of being performed or observed by said leasehold mortgagee, its designee or nominee;

(d) Such new lease agreement shall be expressly made subject to the rights, if any, of Lessee under this Agreement;

(e) The lessee under the new lease agreement shall have the same right, title and interest in and to the Leased Property as Lessor had under this Agreement and any subleases which upon termination of this Agreement inured to the benefit of Lessor shall be assigned to said leasehold mortgagee, its designee or nominee.

Lessor agrees that, at Lessee's request, it will execute an instrument making any reasonable modifications to this Agreement that may be requested by any leasehold mortgagee or prospective leasehold mortgagee, provided the modifications do not diminish the rents or other amounts receivable by Lessor or payable by Lessee, affect the term, impose upon Lessor any financial obligation or liability, subordinate Lessor's interest in the Leased Property to the mortgage or tend to deprive Lessor of any of its incidents of ownership in the Leased Property.

17.4 Inapplicability of this Article 17. This Article shall not be applicable to the engagement by Lessee or assignee or sublessee or mortgagee in possession of employees, agents, independent contractors, licensees or concessionaires and Lessee or assignee or sublessees or mortgagee in possession may engage such persons or entities to fulfill all or any portion of their obligations hereunder, including, but not limited to security, construction, design, maintenance, operation, development and management, and by merely so contracting Lessee or assignees or sublessees have not violated the limitations and restrictions on

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the alienation of all or any portion of their interests in the improvements constructed on the Leased Property or leasehold estates as set forth herein; however, by so contracting, Lessee or assignees or sublessees shall not be relieved of any of their obligations, duties and requirements hereunder without the prior written approval of Lessor.

ARTICLE 18. EMINENT DOMAIN AND CONDEMNATION. In the event either party to this Agreement receives notice of any kind indicating a taking or intended taking of any portion of the Leased Property, the party receiving the notice shall promptly give the other party notice of the receipt, contents and date of the notice received. Lessor, Lessee and any parties holding under either shall each have the right to represent their respective interests in each proceeding or negotiation with respect to the taking and to make full proof of its claim. However, no agreement, settlement, sale or transfer to or with the condemning authority shall be made without the consent of Lessor, Lessee and any leasehold mortgagees. Lessor and Lessee each agree to execute and deliver to the other any instruments that may be required to effectuate or facilitate the provisions of this Agreement relating to condemnation.

18.1 Total Taking. For purposes of this Agreement, Total Taking shall mean the taking of fee title to all the Leased Property and title to the Total Project which shall be considered to include any improvements constructed by Lessee or sublessees on the Leased Property or offsite improvements developed by Lessee to service the Leased Property. In the event of a Total Taking, this Agreement shall terminate as of the date Lessee is deprived of possession of the Leased Property and the award shall be allocated as follows:

(a) In the event the Leased Property is encumbered by a leasehold mortgage, first, the mortgagee shall receive the balance due on the mortgage; next, Lessee shall receive that portion of the award constituting compensation for the fair market value of Lessee's Improvements plus the value of Lessee's leasehold estate; and then that portion of the award constituting compensation for the residual value of the Leased Property shall go to Lessor.

(b) In the event the Leased Property is not encumbered by a leasehold mortgage, Lessee shall be awarded the fair market value of Lessee's improvements plus the value of Lessee's leasehold estate; and that portion of the award constituting compensation for the residual value of the Leased Property shall go to Lessor and/or the City of Oklahoma City, the City of Nichols Hills, the Oklahoma Zoological Society and the Regents of University of Oklahoma as their interests may appear.

18.2 Substantial Taking. For purposes of this Agreement, Substantial Taking shall mean the taking of fee title to a portion of the Leased Property or the Total Project; if either of the following conditions result:

- (i) such taking, in the reasonable judgment of Lessee, materially prevents or impedes Lessee from conducting its business on the Leased Property in substantially the same manner as before the taking; or
- (ii) the cost of repairing or replacing Lessee's Improvements shall exceed thirty percent (30%) of the fair market value of Lessee's Improvements as reasonably estimated by Lessee.

In the event of a Substantial Taking, Lessee shall have the option to terminate this Agreement by giving written notice to Lessor no later than sixty (60) days after the taking. If Lessee elects to terminate this Agreement, the award shall be allocated in the same manner and priority set forth in Section 18.1. If Lessee does not elect to terminate this Agreement, the taking shall be deemed a Partial Taking pursuant to Section 18.3.

18.3 Partial Taking. For purposes of this Agreement, Partial Taking shall mean any taking of fee title to the Leased Property or the Total Project that is neither a Total nor Substantial Taking.

In the event of a Partial Taking, this Agreement shall terminate only as to the part of the Leased Property so taken and shall continue in full force and effect with respect to the part not taken without abatement, reduction or effect upon the term of this Agreement or the obligations of Lessee except that the Minimum Rent shall be reduced by the ratio the area of the taken portion of the Leased Property bears to the area of the entire Leased Property prior to the taking. Any award for a Partial Taking shall be first paid to Lessee to repair or restore the Leased Property or the portion of the Total Project not taken so that it will serve the use contemplated herein. The balance of any award shall be allocated in the manner described in Section 18.1.

18.4 Temporary Taking. If less than the fee title of all or any portion of the Leased Property or the Total Project is taken for temporary use or occupancy, this Agreement shall continue in full force and effect without reduction or abatement of the Minimum Rent. Lessee shall be entitled to make claim for, recover and retain any award in the form of rental or payments in lieu thereof recoverable in respect to such taking, except that

if such taking shall be for a period extending beyond the expiration of the term of this Agreement, as it may be extended, Lessor shall be entitled to receive such portion of the award as shall be attributed to the portion of such period occurring after expiration of the term.

In the event the respective portions of any award to be received by Lessor, Lessee or any mortgagee shall not be fixed in the proceedings for such taking, and the parties shall not agree in writing on such respective portions within thirty (30) days after the final determination of the amount of the award, the amounts shall be determined as provided in Article 26. However, in no event shall Lessor be entitled to an amount in excess of the residual value of the award.

Nothing in this Article shall prevent either Lessor, Lessee, or any mortgagee from filing or prosecuting separately their respective claims pursuant to this Article for awards on account of takings to which this Article applies.

ARTICLE 19. DEFAULT BY LESSEE. Except as otherwise provided, in the event Lessee (i) defaults in the performance of any of the terms or conditions of this Agreement, or (ii) fails to conform to or comply with the Rules, or (iii) fails, neglects or refuses to pay the rental as provided in Article 3, or any part thereof within ten (10) business days after the same becomes due, or (iv) becomes unable through personal and/or corporate incapacity to fulfill its obligations under this Agreement, Lessor, to the extent not inconsistent herein, may declare Lessee in default as provided in this Article.

Lessor shall give Lessee, its mortgagees, and any subtenants as previously approved by Lessor, written notice of such default. Lessee must respond within thirty (30) days to Lessor's notice providing Lessor with a specific plan to cure said default. (With respect to a default involving a sanitary or safety condition Lessee shall commence the cure of the same immediately upon receipt of notice). In the absence of a reasonable time period set forth in Lessee's plan, reasonably acceptable to Lessor, Lessor shall then set forth in writing to Lessee a reasonable time for the fulfillment of Lessee's plan to cure the default. If either Lessee fails to cure the default within the aforesaid time frame or if any leasehold mortgagee fails to cure the default within the time period provided for leasehold mortgagees' cure in Section 17.3 herein, Lessor may exercise any of the following options without further notice to Lessee, and Lessor's choice of any option shall in no way waive its rights to select any other option at any other time, if appropriate:

(a) Terminate this Agreement by giving notice to Lessee and mortgagee, taking possession of the Race Track and the Leased Property, and excluding Lessee from the same, if and only if:

(i) the default is a material breach of this Agreement; and,

(ii) Lessor shall provide notice to Lessee and all of the subtenants and all mortgagees and holders of security interests against any portion of the Leased Property and the improvements thereon who are approved as such by Lessor. Notice shall be directed to the respective entity's last address given in writing to Lessor, and state therein that Lessor intends to declare this Agreement in default and terminated under the terms hereof, and said notice shall also recite the provisions verbatim, of this Article 19; and,

(iii) the default is either not cured or Lessee, its subtenants or mortgagees have not made a diligent effort to commence to cure said default within either the time period provided for in Lessee's plan or the time period specified by Lessor as being reasonable in conjunction with Lessee's plan; or, as to mortgagee only, the time period provided mortgagee in Section 17.3; and/or

(iv) the materiality of the breach is disputed, and there is a final judicial decision, after all appeals, that said default is a material breach of this Agreement and that said Lessee and defaulting sublessee, if appropriate, should be dispossessed by Lessor under the provisions herein; and

(v) the materiality of the breach is judicially determined and the default is either not cured or Lessee, its subtenants or mortgagees have not made a diligent effort to commence to cure said default within the number of days originally provided for in the cure plan (or, as to mortgagee only, Section 17.3) after receipt of notice of a final judicial decision,

if ~~after~~ all appeals, as described in subparagraph (a)(iv) of this Article 19; or

(vi) this default has been arbitrated as provided in Article 28, and has been determined to be a material breach of this Agreement and has not been subsequently cured by Lessee, its subtenants or mortgagees within the time period provided in Lessee's plan, or the time period specified by Lessor as being reasonable in conjunction with Lessee's plan, or, as to mortgagee only, the time period provided mortgagee in Section 17.3; or has not been cured by Lessee, its subtenants or mortgagee in a cure period as established by the arbitrators.

A breach of this Agreement by Lessee caused by an approved subtenant's breach of its sublease with Lessee shall not be deemed a material breach of this Agreement nor a default of Lessee during that period of time Lessee is attempting to (i) either judicially force compliance with Lessee's sublease with said subtenant or, (ii) seek judicial termination of said sublease and an eviction or dispossession (by forcible entry and detainer or otherwise) of said subtenant. Furthermore, a breach by an approved subtenant shall not be deemed a breach of this Agreement unless it affects an obligation or duty under this Agreement owing directly to Lessor. Under no circumstance shall a termination of this Agreement under this Article terminate any sublease other than the sublease covering the specific portion of the Leased Property in default giving rise to the invocation of this Article, and, in the event of the termination of this Agreement under this Article, Lessor will then succeed to the rights and obligations of Lessee as set forth in Lessee's subleases with its subtenants; and/or,

(b) Retain any of Lessee's money Lessor may have lawfully in its possession and any of Lessee's property Lessor may have lawfully in its possession and apply same to the payment of any and all claims which may be due Lessor by Lessee; however, this is not meant to imply that Lessor shall obtain possession of Lessee's money and property other than as specifically set forth in this Agreement; and/or,

(c) Recover at law any and all claims which may be due Lessor, which claims, subject to Article 26, may only be enforced against Lessee's interest in this Agreement and the Race Track; and/or,

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(d) Perform such work as is necessary to cure said default and charge Lessee for the full cost of labor and materials expended, plus reasonable administrative overhead associated with said cost, which amount shall be due and payable by Lessee immediately upon receipt by Lessee of an invoice from Lessor for such amount. Lessor may exercise this option immediately in the event of a default involving cleanliness or safety as provided in the Rules and the failure of Lessee to undertake the correction of the same upon notice from Lessor. Lessor may exercise this option within ten (10) days after giving Lessee written notice of a default involving equipment maintenance, property maintenance or prohibited conditions or activities defined in the Rules; and/or

(e) Pursue the remedy of specific performance.

The acceptance of all or part of a rental payment by Lessor for any period after a default shall not be deemed a waiver of any of these options, nor a waiver of a default or any subsequent default of any other term, covenant and condition. Any waiver by Lessor of a default on the part of Lessee must be in writing to be effective and shall not be construed as, or constitute a waiver of, any subsequent default of the same or any other term, covenant and condition.

19.1 Contested Default. In the event Lessee receives notice of a default but denies that it is in default (whether in whole or in part), or disputes that the default is material, Lessee may prevent Lessor from exercising the rights and remedies set forth in this Article by doing the following:

(a) Lessee shall remedy that part of the default which is not in dispute within the permitted time period.

(b) As to the disputed part of the alleged default, Lessee shall either:

- (i) Remedy the default within the permitted time period reserving Lessee's right to recover from Lessor the amount paid and costs incurred by Lessee if Lessee is ultimately determined not to be in default, or
- (ii) Furnish Lessor, or an independent third party functioning as an escrow agent, within the permitted time period, with security adequate in amount to cure the default if a default is ultimately determined to exist. The security shall consist of cash or a cash equivalent from a major money center as determined in the sole discretion of Lessee.

If it is determined that a default does not exist or if it is ultimately determined that a default exists which is subsequently cured, the security shall be returned to Lessee, or

- (iii) Request that the matter be arbitrated as provided in Article 28 herein.

If there is a dispute as to the existence of a default, Lessee may also assert its rights and defenses in any other manner permitted by law.

ARTICLE 20. DEFAULT BY LESSOR. In the event Lessor defaults in the performance of any of the terms and conditions of this Agreement, and if a written notice of such default is issued to Lessor by Lessee as provided in Article 27 herein, and if Lessor does not cure said default within thirty (30) days of receipt of said notice, or does not within such time commence and make reasonable progress in curing said default, Lessee may either (i) cure the default on the part of Lessor collecting from Lessor the actual costs of curing including actual documented costs of administration, (ii) immediately terminate this Agreement and recover at law any and all claims which may be due, or pursue any remedies it may have in equity or law. Such a termination shall not prejudice the rights of sublessees to their claims to the use and occupancy of the Leased Property and improvements constructed thereon and shall not prejudice the rights of mortgagees to their mortgage liens on any of the improvements or leasehold estates, nor shall such a termination terminate or extinguish any such subleasehold estates in the Leased Property or liens on said leasehold estates or improvements constructed thereon.

In the event Lessee pursues equitable or legal relief to remedy Lessor's default and prevails in such action, and until such time as this default is cured, the Minimum Rent payable under this Agreement shall be abated as to Lessee's loss of operations without prejudice to Lessee. If the default continues for such a period of time to substantially impair Lessee's use of the Leased Property, Lessee may elect to terminate this Agreement as provided in this Article 20.

In the event of termination under this Article, Lessee shall be paid by Lessor the value of the improvements as provided in Article 21 and Lessee shall convey to Lessor the improvements then owned by Lessee or its assigns. Lessee shall not be required to convey to Lessor those improvements owned by Lessee's subtenants. In addition to the foregoing, Lessee may pursue any remedy available in law or equity, or specific performance hereof.

Any payment of all or part of any rental payment by Lessee for any period after a default by Lessor shall not be deemed a waiver by Lessee of its rights herein nor a waiver of the default or of any subsequent default of the same or any other term, covenant or condition. Any waiver by Lessee of a default on the part of Lessor must be in writing to be effective and shall not be construed as, or constitute a waiver of, any subsequent default of the same or any other term, covenant or condition.

ARTICLE 21. DISCRETIONARY TERMINATION BY LESSOR. In addition to and cumulative of Lessor's rights and remedies under other provisions of this Agreement, Lessor shall have the right to terminate this Agreement and all the provisions hereof as to Lessee (which shall include termination as to all those holding or claiming under Lessee) at any time with or without cause upon at least one hundred eighty (180) days prior written notice to Lessee, and all approved assignees, sublessees and mortgagees of Lessor's intention to exercise its right of discretionary termination under this Article 21; provided, however, in the event that Lessor elects to terminate this Agreement under the provisions of this Article 21, then Lessor shall be obligated as a condition precedent to such termination to pay Lessee and its approved assignees and sublessees the value of all improvements constructed on the Leased Property as provided in this Article. Any notice from Lessor to Lessee under any of the provisions hereof shall not be deemed to be notice to Lessee's sublessees, assignees and all their mortgagees, and all aforesaid claiming or holding under Lessee shall be entitled to notice of termination as set forth in Article 27. The termination of this Agreement pursuant to any provision of Articles 13 and/or 19 hereof shall not be and shall never be construed to be a termination of this Agreement under the provisions of this Article 21.

21.1 Date of Termination. This Agreement shall terminate on the last racing day of the Racing Season, as defined in Section 3.3 herein, in which the one hundred eighty-first (181st) day after the date of notice from Lessor to Lessee falls. (For example, any notice given prior to July 1 will terminate this Agreement in the current racing season and any notice given after July 1, will terminate this Agreement at the end of the succeeding racing season.) Such termination shall be effective as to Lessee and as to all those claiming or holding under Lessee, only if and when Lessee and its sublessees have been paid in full, in cash, the value of all facilities and improvements constructed on the Leased Property as herein determined. Further, on such date, title to all buildings and permanent improvements in, on, under or about the Leased Property shall vest in Lessor as provided in Article 14 hereof without additional compensation or consideration to Lessee or those holding or claiming under Lessee except as hereinafter

specifically provided. Lessor's liability shall be limited to only those claims made against it as to the payment provisions set forth in this Article 21.

21.2 Lessor's Payment to Lessee of Value of Improvements. Subject to Lessee's full and satisfactory compliance with the requirements of Section 21.3 hereof, which can be the contemporaneous compliance therewith, Lessor, after providing Lessee with the one hundred eighty (180) day notice from Lessor to Lessee of Lessor's intention to exercise its right of discretionary termination of this Agreement under the provisions of Article 21 hereof (hereinafter referred to as "Notice Period"), shall on the thirtieth (30th) day after the last racing day of the applicable Racing Season, pay to Lessee, or mortgagee in a lump sum, monies equal in amount to the value of the Race Track and any other improvements constructed on the Leased Property as hereinafter determined. Lessee shall receive said monies in trust for itself and its sublessees and mortgagees according to the terms of the various subleases and mortgages. In the event construction is in progress on any improvements on the Leased Property at the time of notice under this Article, the value of said construction in progress shall be the actual costs and expenses (both hard and soft costs) incurred in the construction of such improvement to date of said notice, plus reasonable shut down costs plus the leasehold value, which shall be equal to the present value of the difference between the current market rent for the then current term of this Agreement and the minimum rent provided for herein. In no event shall the payment for construction in progress be less than the amounts advanced and expended under any construction loan.

21.3 Documents of Transfer. On a date mutually acceptable to the Parties, which in no event shall be later than thirty (30) days after the expiration of the Notice Period, Lessee and all those claiming or holding under Lessee shall execute and deliver to Lessor "Documents of Transfer" (i) transferring and conveying all improvements to Lessor, (ii) warranting the improvements conveyed to be free and clear of all liens, encumbrances and claims of whatsoever nature, including, without limiting the generality thereof, Construction Mortgages, Financing Statements and/or Security Agreements, Laborer's, Mechanics' or Materialman's Liens, as well as any and all claims to or against such property by Lessee, by those claiming or holding under Lessee, and/or any other person whomsoever, except any person or entity claiming through Lessor, and (iii) providing that Lessee and those claiming or holding under Lessee shall release, defend and indemnify Lessor from and against all liability and loss arising from such claims. It is understood and agreed by the parties that Lessor's obligation to make payments to Lessee pursuant to Section 21.2 shall be conditioned

upon and subject to Lessee's complete satisfaction of the requirements set forth in this Section 21.3.

21.4 Determination of Value of Lessee's Improvements. For purposes of this Article 21, the value of Lessee's Improvements shall be the average of the following three amounts ("Repurchase Price") determined as of the date of Lessor's Notice:

(a) Fair Market Value. The Race Track shall be valued as an operating racing facility, free and clear of all liens, encumbrances and claims of any nature which such value shall not include the value of Lessor's interest in the Leased Property on which the same are located, except and to the extent the Leased Property has been physically improved as previously approved by Lessor (but shall include the value of Lessee's leasehold estate which value shall be equal to the present value of the difference between the current market rent for the then current term of this Agreement and the Minimum Rent provided for herein; moreover, the Fair Market Value of Lessee's Improvements shall be determined by Lessor and Lessee as of the date of Lessor's notice to Lessee of Lessor's intent to exercise its right of discretionary termination under Article 21 hereof (hereinafter referred to as "Date of Lessor's Notice"); provided, however, should Lessor and Lessee be unable to agree as to the Fair Market Value within ninety (90) days after the Date of Lessor's Notice, Lessor and Lessee will each then have ten (10) days thereafter (i) to appoint a licensed appraiser who shall be an M.A.I. member of the American Institute of Real Estate Appraisers with at least five (5) years full-time commercial appraisal experience in the Oklahoma City metropolitan area and (ii) to serve the other party with written notice of such appointment. Lessor's appraiser and Lessee's appraiser will promptly meet and attempt to reach agreement, evidenced by a written statement signed by both appraisers, which will establish the Fair Market Value of the Race Track as an operating racing facility. Should Lessor's appraiser and Lessee's appraiser fail to reach an agreement within ninety (90) days after the final date by which they must be appointed, the two appraisers will, within fifteen (15) days thereafter, select a third appraiser meeting the qualifications of this paragraph; and if the two appraisers are unable to agree on a third appraiser by said date, then they so shall notify Lessor and Lessee in writing within five (5) days after the expiration of said fifteen (15) day period. In that event, Lessor or Lessee may request the most senior Federal District Court Judge of the Western District of Oklahoma not then on "senior status" to select a third appraiser who meets the qualifications stated in this paragraph. The third appraiser then will have ten (10) days thereafter to accept, in writing delivered to Lessor and Lessee, such appointment, and if he accepts such, he will then have sixty (60) days to determine

if he agrees with either of the two appraiser's determination of the Fair Market Value. In the event the third appraiser is unable to explicitly agree with either of the other appraiser's determination of Fair Market Value prior to the expiration of sixty (60) days, the third appraiser shall make a reasonable determination of the Fair Market Value on or before the seventy-fifth (75th) day after said appraiser's acceptance of appointment and the average of the three appraisals shall be the Fair Market Value of the Race Track.

Should either Lessor or Lessee fail to appoint an appraiser as required herein or should either Lessor's appraiser or Lessee's appraiser fail to act as required herein, Lessor and Lessee agree that the properly performing Party may act unilaterally to establish a reasonable Fair Market Value of the Race Track and that such will be binding on Lessor and Lessee. All appraisal fees incurred to establish the Fair Market Value of the Race Track will be paid one-half (1/2) by Lessor and one-half (1/2) by Lessee; provided, however, should Lessor revoke its notice of its intention to exercise the right of discretionary termination after the incurrence of appraisal fees pursuant hereto, then Lessor shall pay all such appraisal fees or reimburse Lessee for Lessee's share of all appraisal fees if such amount shall have been previously paid by Lessee.

(b) Lessee's Cost of Improvements. Lessee's cost, for purposes of this Article 21, shall mean all net unreturned equity contributions made by the partners of Lessee to Lessee, plus the outstanding balance (including any pre-payment penalties, accrued interest and fees) of all debt incurred or advanced for the development, financing, refinancing, remodeling, construction, operation and maintenance of the Race Track, whether constructed or under construction as of the Date of Lessor's Notice.

(c) Present Value of Net Operating Income. The Present Value of Net Operating Income for purposes of this Agreement shall be based on the Net Operating Income of Lessee. Net Operating Income is defined as the gross receipts for the previous full Racing Season less the gross expenses of operating excluding extraordinary income and expense, debt service and the provision for income taxes. Once the Net Operating Income has been calculated the Present Value of Net Operating Income shall be determined as follows: The Net Operating Income shall be projected for the then current term and any available renewals following the Date of Termination based on actual Net Operating Income and adjusted annually based on an escalation factor. (The escalation factor shall be an average of the prior five years Consumer Price Index (1967=100) as published by the Bureau of Labor Statistics of the United States Department of Labor ("Bureau") or any successor to the Bureau which publishes such a

comparable index.) Once adjusted by the escalation factor, the annual projected Net Operating Income as determined above will be discounted to its present value using a discount factor equal to the current rate as of the Date of Termination of 20 year Treasury Issues as published daily in the Wall Street Journal or other financial publication.

21.5 Minimum Repurchase Price. In no event shall the Repurchase Price of the Race Track be less than the aggregate outstanding principal, accrued interest and prepayment penalties due on all approved mortgages covering the Race Track.

ARTICLE 22. WARRANTIES AND COVENANTS OF LESSOR. Lessor hereby makes the following covenants and provides the following warranties regarding the Leased Property:

22.1 Warranties. Lessor warrants to Lessee that as of the date hereof:

(a) Lessor has not been properly served with written notice that it has been named as a defendant or co-defendant in any suit or action at law or equity respecting or arising out of its interest in the Leased Property, or out of any occurrence upon the Leased Property; and

(b) Lessor has not received written notice of any pending litigation or official proceeding regarding the leasehold interest, except matters regarding the marketability of title of a certain parcel of land acquired from Clarence and Patricia Bowers; and

(c) That as of the end of the Preliminary Term all of the parcels comprising the Leased Property will be leased by Lessor under valid and enforceable leases for terms at least as long as the initial term of this Agreement and all renewals and Lessor will defend such interests against any persons claiming title therein.

(d) Lessor has taken appropriate action necessary to cause this Agreement to be the valid, binding and enforceable obligation of Lessor.

22.2 Warranties at End of Preliminary Term. In the event the foregoing warranties shall not remain true at the end of the Preliminary Term, Lessee at its option may terminate this Agreement and neither party shall have any further obligation under this Agreement.

22.3 Covenants of Lessor. From the date of execution of this Agreement through the entire term including renewals, Lessor covenants with Lessee to perform as follows:

(a) Lessor shall keep the Leased Property and Lessor's interest therein free and clear of all liens and encumbrances of any nature arising from Lessor's activities and in the event the Leased Property becomes so encumbered, such liens and encumbrances (including mortgages) shall be subordinate to this Agreement and any new lease granted to a mortgagee pursuant to this Agreement, and Lessor shall take such action as required by Article 12 hereof; and

(b) Lessor shall not enter into any agreements to transfer the Leased Property or any portion thereof other than with entities under the control of Lessor or the City of Oklahoma City (a breach of this covenant will automatically provide Lessee with a right of first refusal to acquire the subject property); and

(c) Lessor will comply with all terms, conditions, and obligations on its part to be observed and performed under any leases or other agreements pertaining to the Leased Property or the operation thereof and in the event of a default under any of the aforementioned agreements, Lessor shall immediately provide Lessee with notice of the default so that Lessee may cure said default on behalf of Lessor, if required; and

(d) Lessor shall not assign any interest in the Leased Property nor cause, permit or consent to any change in the status of title to the Leased Property other than with entities under the control of Lessor or the City of Oklahoma City (a breach of this covenant will automatically provide Lessee with a right of first refusal to acquire the subject property) without the consent of Lessee; and

(e) As long as Lessee is not in default in the payment of Minimum Rent, percentage rent and all other charges to be paid by it under this Agreement and has observed and kept all covenants, warranties, agreements and conditions to be kept on its part, and Lessee's development of the Leased Property is in conformance with Exhibit "C" approved by Lessor, Lessee shall quietly have and enjoy possession of the Leased Property without hindrance, rejection or molestation by Lessor or anyone claiming through Lessor.

ARTICLE 23. RIGHT OF FIRST REFUSAL. As provided in Article 22, Lessor agrees that during the term of this Agreement, it shall not enter into any contracts to transfer, sell, convey or assign its interest in the Leased Property, or any part thereof, other than to entities under the control of Lessor or the City of Oklahoma City ("Permitted Transferees"). In the event Lessor shall receive a bona fide offer from a party other than a Permitted Transferee ("Third Party Offer") to purchase the

Leased Property, or any portion thereof, which offer Lessor wishes to accept, Lessor shall offer Lessee the right to purchase the subject property under the same terms and conditions as the bona fide offer. Such offer shall be provided to Lessee in the form of a written notice setting forth the terms of the offer and the name or names of the person, firm or corporation making such offer. This notice will be provided to Lessee within ten (10) days of Lessor's decision to accept the offer.

Upon receipt of notice from Lessor, Lessee shall have ninety (90) days in which to decide whether it desires to purchase the subject property. If Lessee elects to purchase the property, it shall provide Lessor with written notice within the ninety (90) day period and closing shall take place within thirty (30) days of Lessor's receipt of Lessee's notice. Should Lessee elect not to purchase the subject property or fail to provide written notice within the required ninety (90) days, Lessor may accept the Third Party Offer provided such acceptance is under the same terms and at the same price as originally submitted and that closing takes place within sixty (60) days of Lessee either refusing the offer in writing or failing to respond within the required period, whichever occurs first.

In the event Lessor accepts a Third Party Offer as provided in this Article, Lessor agrees that the sale, transfer, conveyance or assignment shall be subject to this Agreement and such transaction shall not disturb this Agreement in any manner. In the event Lessor does not accept a Third Party Offer, any subsequent offers remain subject to the provisions of this Article.

ARTICLE 24. SURRENDER OF LEASED PROPERTY. Unless provided otherwise, upon the expiration or termination of this Agreement, Lessee without further notification from Lessor shall peaceably quit, surrender and deliver to Lessor the Leased Property and Race Track in the manner and subject to the conditions set forth below.

(a) It is understood and agreed that the Race Track and all other permanent facilities and fixtures at, in, on, under or about the Leased Property, together with all additions, attachments, accessions or substitutions of such property, shall be and remain the property of Lessor; and no such property shall be removed from the Leased Property or the Race Track by Lessee except as may be otherwise directed in writing by Lessor. Any Personal Property owned by Lessee shall remain the property of Lessee and may be removed by Lessee. Lessee shall, at its option, either return the Leased Property and any permanent facilities constructed thereon in a reasonably useable condition, subject to normal wear and tear, or shall return to Lessor a clear site acceptable to Lessor.

(b) Personal Property which is owned and/or has been provided by Lessee, assignees, sublessees or their designees shall remain their property, respectively. Lessee, its assignees, sublessees or designees shall have ninety (90) days from and after the date of the expiration or termination hereof to remove from the Race Track or the Leased Property all of their Personal Property. All costs and expenses of such removal shall be the sole and exclusive obligation of the parties removing the same. Provided, however, the above stated period for removal of property may be extended in writing by Lessor at its sole option and discretion, subject to any conditions which Lessor may deem appropriate.

(c) In the event Lessee fails to remove from the Race Track or the Leased Property its Personal Property within the prescribed ninety (90) day period (and any written extension thereof given by Lessor), then Lessor may cause such property to be removed from the Race Track and/or Leased Property in any manner Lessor may deem appropriate; and Lessee shall pay Lessor all expenses incurred in connection with the above within thirty (30) days after submission to Lessee of any invoice showing the expenditure or the incurring of such expenditure by Lessor.

(d) In the event Lessee shall fail to restore the Leased Property and any permanent facilities to a reasonably useable condition subject to normal wear and tear within the prescribed ninety (90) day period (and any extensions granted by Lessor), then Lessor may cause any and/or all restoration and repair to be performed in any manner which Lessee shall deem appropriate. Lessee shall pay Lessor the expenses or costs incurred by Lessor in connection with the above within thirty (30) days after submission to Lessee of any invoice showing the expenditure or the incurring of such expenditure by Lessor.

The provisions of this Article 24 shall survive the termination of this Agreement.

ARTICLE 25. BROKERS. Lessor and Lessee each warrant to the other that no real estate broker or agent has been used or consulted in connection with the consummation of this Agreement. Lessor and Lessee covenant and agree to defend and indemnify and save the other harmless from and against any actions, damages, real estate commissions, fees, costs and expenses (including reasonable attorney's fees) resulting or arising from any commission, fees, costs and expenses due to any real estate broker or agent due to the leasing of the Leased Property and the execution and delivery of this Agreement, due to the acts of the indemnifying party.

ARTICLE 26. EXCULPATION. After completion of construction of Lessee's Improvements and the release of any performance bonds under Article 7.5 hereof, notwithstanding anything to the contrary contained in this Agreement, Lessee, its successors and assigns and their present or future partners, shareholders, or officers shall have no personal liability to perform and observe the covenants, warranties, agreements and conditions contained in this Agreement. Lessor may satisfy those obligations only by judicial seizure and sale of Lessee's leasehold interest in the Leased Property and the Race Track, provided that Lessor's rights with respect thereto shall be inferior to the rights of any person or entity holding a mortgage or other security interest therein.

ARTICLE 27. NOTICES. Any notice or other communication required in this Agreement shall be in writing, which includes telex and telegram (deemed received the day after transmission) and if mailed by certified or registered mail, postage prepaid, return receipt requested, shall be deemed to have been given or made on the date of receipt, or if not mailed in such manner, when actually delivered to Lessor or Lessee at the address listed below, or at such other address as either party may from time to time designate in writing.

Notices to Lessor: Trustees of the Oklahoma City
Zoological Trust
2101 NE 50th Street
Oklahoma City, Oklahoma 73111

and

The City of Oklahoma City
c/o City Attorneys Office
200 North Walker
Oklahoma City, Oklahoma 73102

Notices to Lessee: Oklahoma Racing Associates
7620 Market Street
Youngstown, Ohio 44512
Attention: General Counsel

Notices to approved sublessees, approved mortgagees and approved assignees shall be given as provided in the approved subleases, mortgages and assignments.

ARTICLE 28. ARBITRATION. If, during the course of this Agreement there arises any matter or dispute between the parties which the parties are unable to resolve to their mutual satisfaction within the time limits specified in this Agreement, then and in such event each party shall select one person to represent it in an attempt to settle such matter or dispute and

submit to such panel of two persons all facts and argument supporting its position. If such panel is unable to reach an agreement as to such matter or dispute or if an agreement having been reached by such panel, the parties do not agree to be bound by such agreement, then and in either of such events, either party may submit such matter or dispute to nonbinding arbitration according to the provisions of this Article; provided, however, if the parties agree thereto, such unresolved matter or dispute may be submitted to such arbitration at any time after the lapse of said specified time limits without submission to the two person panel. Within fifteen (15) days after giving of notice by one party to the other that it desires such arbitration, two (2) arbitrators shall be chosen, one (1) by Lessor and one (1) by Lessee and within ten (10) days thereafter a third arbitrator shall be selected by the two (2) thus chosen. If either of the parties hereto shall fail to make such choice within the time herein provided, then the party not in default in selecting an arbitrator, or either party, in the event that the two (2) arbitrators so chosen shall have failed to select a third, may, upon five (5) days notice to the other party, request the most senior Federal District Judge of the Western District of Oklahoma not then on "senior status", acting in his private and nonjudicial capacity, to choose an arbitrator or arbitrators to fill the vacancy or vacancies. Such Judge may thereupon appoint an arbitrator or arbitrators, as the case may be, to complete the panel of three (3) arbitrators. If such Judge shall fail or refuse to make such appointment, the same shall be made in accordance with the prevailing provisions of laws relating to arbitration of the State of Oklahoma. Said three (3) arbitrators, when duly appointed, shall investigate the facts, shall hold hearings, and permit the parties to present evidence and arguments thereto, and shall render a decision by majority vote within sixty (60) days after the date upon which the last arbitrator is appointed. No party shall be considered in default hereunder during the pendency of arbitration proceedings relating to such default. If the arbitration shall fail to render a decision in said period of sixty (60) days, then either party shall have the right to institute such action or proceedings in such court as shall be appropriate in the circumstances. The arbitrators shall determine in what proportion the parties hereto shall bear the cost of such arbitration, except that each party shall pay the fees and expenses of the arbitrator appointed by or on behalf of it and one-half (1/2) of the fees and expenses of the third arbitrator, if any. In determining any questions, matter or dispute before them, the arbitrators shall apply the provisions of this Agreement without varying therefrom in any respect and they shall not have the power to add to, modify, or change any of the provisions of this Agreement.

The parties agree that any leasehold mortgagees shall be given notice of any two person panel and/or nonbinding arbitration

proceedings, and shall have the right to intervene therein and be made a party to such proceedings. In the event the leasehold mortgagees elect not to intervene or become a party to the proceedings, the leasehold mortgagees shall receive notice of and a copy of any award or decision made in such arbitration proceedings.

ARTICLE 29. MISCELLANEOUS.

29.1 Enforceability. If any term or provision of this Agreement or any application to any person or circumstances shall be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the full extent permitted by law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Oklahoma.

29.2 Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Lessor and Lessee other than the relationship of landlord and tenant.

29.3 Estoppel Certificates. The parties hereto hereby covenant and agree with the other that each will, within forty-five (45) days after written notice shall have been given by the other requiring a statement of the status of this Agreement, give such statement in writing and truthfully to the other party and to any entity or entities so designated by said requesting party, so as to show whether (i) this Agreement is in full force and effect; (ii) there are any defaults under this Agreement; (iii) all rents and other charges have been paid, and, if such are not true, the particulars stating so, and a failure within such period of forty-five (45) days so to give such written reply, shall constitute a representation that this Agreement satisfies (i), (ii) and (iii) above, which representation any person, within five (5) days after the expiration of said forty-five (45) day period, may rely upon as being true and correct. Notice and the subsequent reply shall be given and time shall begin to run when, respectively, such notice and the consequent reply are given as set forth in the "Notice" Article herein. Such notice shall contain, verbatim, all the language set forth in this Article. The giving of a reply or the failure to give a reply shall not create any liability on the party giving the reply or failing to give the reply, but shall bind the party as to the representation.

29.4 Force Majeure. In the event that Lessor or Lessee shall be delayed, hindered in, or prevented from the performance of any act required hereunder by reason of strikes, walkouts, labor troubles, inability to procure materials, failure of power, restrictive government laws or regulations, riots, insurrections, weather, fire, acts of God, the act or failure to act or default of the other party, war or other reason beyond their commercially reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

29.5 Covenants Running With the Land. All covenants, promises, conditions, and obligations herein contained or implied by law are covenants running with the land and shall attach and bind and inure to the benefit of Lessor and Lessee and their approved respective legal representatives, legal successors and permitted assigns.

29.6 Complete Agreement. This writing contains the entire agreement between the parties hereto, and no agent, representative or official of Lessor has authority to make, or has made any statement, agreement or representation, either oral or written, in connection herewith, modifying, adding or changing the terms and conditions herein set forth. No modification of this Agreement shall be binding unless such modification shall be in writing and signed by the parties hereto.

29.7 Notice of Record. Neither this Agreement nor any assignments or subleases shall be required to be filed in the office of the Oklahoma County Clerk, however, a notice or notices of the same may be so filed. Either party to this Agreement may request that either a memorandum of this Agreement or this Agreement in its entirety be recorded in the office of the Oklahoma County Clerk.

29.8 Severability. The legal invalidity of any provision of this Agreement shall not affect the enforceability of any other provision of this Agreement.

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

BOOK 5532 PAGE 0851

IN WITNESS WHEREOF, the parties have set their hands to this Agreement this ____ day of _____, 1986.

LESSOR:

OKLAHOMA CITY ZOOLOGICAL
TRUST, a public trust

Secretary

Jean J. Givens
Chairman

LESSEE:

OKLAHOMA RACING ASSOCIATES,
an Ohio general partnership

By _____

Partner

By _____

Partner

Approved as to form and legality this ____ day of _____,
1986.

Municipal Counselor

STATE OF)
COUNTY OF) SS.

BOOK 5533 PAGE 7852

This instrument was acknowledged before me on this 12th
day of June, 1986, by Joan T. Swanson
as Chairman of The Oklahoma City Zoological Trust, a public
trust, on behalf of the Trust.

Dorinda Chaim
Notary Public

My commission expires:

May 1, 1989.

RULES OF OPERATIONA. Maintenance and Operating Responsibilities

1. Cleanliness. Lessee shall keep the Leased Property clean and sanitary at all times. No offensive or refuse matter, nor any substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain thereon, and Lessee shall use its best efforts to prevent any such matter or material from being or accumulating upon the Leased Property and shall remove such matter or material as expediently as possible. Lessee shall see that all garbage or refuse is collected as often as necessary and shall pay any charges which may be made for the removal of refuse or garbage. Lessee shall furnish all equipment and materials necessary therefor, including trash receptacles of adequate number and capacity to properly service the Leased Property. Lessee shall also provide enclosed areas concealing trash storage from public view and shall provide for trash removal on a regular basis to protect the public health and safety. In addition to the requirements set forth above, Lessee shall daily remove debris and broken glass from any parking lot on the Leased Property. Restrooms shall be cleaned on a daily basis.
2. Manure Removal. Lessee shall have all stalls and paddocks in use at the Race Track, cleaned on a daily basis, removing all manure and replacing bedding as needed. Manure will be kept in a manure compound, or other similar device which shall be located so as to prevent offensive odors and insects from bothering patrons or the public at large. Manure shall be removed from the Leased Property on a regular basis, provided, however, said manure may be kept on the Leased Property if kept in compost for use as fertilizer or if being processed and recycled subject to the approval of all applicable regulatory bodies.
3. Fly Control. If an adult fly population problem is created on the Leased Property or in the surrounding community, as a direct result of Lessee's use of the Leased Property, Lessee shall, under the guidance of the appropriate agencies, institute a contact spray or other effective control program at the Leased Property.
4. Quiet Operation. Lessee shall at all times conduct its business in a quiet and orderly manner as is reasonably expected in the operation of a race track.

5. Disorderly Persons. Lessee shall use its best efforts to permit no intoxicated person or persons, profane or indecent language, or boisterous or loud conduct in or about the Leased Property and will call upon the aid of peace officers to assist in maintaining peaceful conditions. Lessee shall not knowingly permit the use or possession of any substance contrary to law on the Leased Property, and shall promptly notify the authorities should it find persons doing so.
6. Personnel. Lessee shall use its best efforts to employ, train and supervise personnel with appropriate qualifications and experience, and in sufficient numbers to provide all services appropriate for the operation and maintenance of the Race Track.
7. Non-Discrimination. No person shall be denied employment or any benefits of employment by Lessee for reasons of race, religion, color, sex, age or national origin; and Lessee shall take affirmative action to insure same. Lessee shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Moreover, Lessee agrees to include this non-discrimination clause in any subcontract entered into by it in connection with the performance of this Agreement. The Leased Property shall be available for use and enjoyment by the public. Lessee agrees that it will not discriminate by segregation or otherwise against any person or persons because of race, color, religion, sex, national origin, ancestry or age in furnishing or refusing to furnish, to such person or persons the use of the Leased Property, including any and all services, privileges, accommodations and activities provided thereby. Notwithstanding the above, in accordance with 3A ORC 208.4,B., Lessee shall not permit any minor (defined as an individual under the age of 18) other than employees of Lessee or an occupation licensee to be admitted to the grandstand or the Race Track or any other parimutuel wagering areas during a racing meeting, or to be a patron of the pari-mutuel system of wagering conducted by Lessee. To enforce the provisions of the statute, Lessee may refrain from employing minors at the Race Track.
8. Affirmative Action. Lessee assures it will undertake such affirmative action program as shall be required by applicable federal, state and local law and regulations to insure that no person on the grounds of race, creed, color, national origin, age or sex, be excluded from participation in any employment activities. Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by applicable law and regulations. Lessee assures that its covered suborganizations will give

assurances to Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganization as may be required by applicable law and regulations.

9. Citizenship. Lessee agrees that all employees of the Race Track shall be citizens of the United States, and that not less than ninety percent (90%) of such employees shall be residents of the State of Oklahoma for not less than eighteen (18) months immediately preceding such employment.
10. Merchandise. All merchandise including but not limited to sporting goods, garments, footwear, curios, food, drinks, beverages, confections, refreshments, etc., sold or kept for sale by Lessee shall be of good quality and shall conform to all Federal, State and Municipal laws, ordinances and regulations in every respect. No misrepresented, adulterated, misbranded or impure articles shall be sold or kept for sale by Lessee, and all edible merchandise kept on hand shall be stored and handled with due regard for sanitation.
11. Alcoholic Beverages. The sale of beer, wine or other intoxicating liquors will not be permitted except in conformance with state and local laws. Lessee shall obtain and keep in force all required permits and licenses.
12. Hours of Operation. Lessee shall keep the Race Track open during such hours and days as are permitted by the Organizational License issued by the Oklahoma Horse Racing Commission (OHRC).
13. Equipment. All equipment, appliances, furnishings and materials necessary to the operation of the Race Track shall be provided and installed as necessary at the sole expense of Lessee. Lessee shall provide all maintenance, repair and service required on all equipment used in the Race Track. If Lessee fails to provide the required maintenance, repair or service, Lessor may exercise its rights under the Agreement to act on behalf of Lessee.
14. Exterior and Interior Maintenance. Lessee shall perform all exterior and interior maintenance of the Race Track and the Leased Property during the term of this Agreement.
15. Permits and Licenses. Lessee shall be required to obtain at its sole expense any and all permits or licenses that may be required in connection with the operation of this Agreement including, without limiting the generality thereof: tax permits, business licenses, health permits, liquor permits, police and fire permits, etc. The cooperation of Lessor in the acquisition of such permits and licenses shall not be

unreasonably withheld. It is not the intention of this subsection to prohibit Lessee from charging its assignees, sublessees, licensees or concessionees the costs of obtaining such licenses or permits for said entity's use.

16. Lessee's Representative. Lessee shall designate a person with whom Lessor may deal on a daily basis regarding all aspects of the Race Track. Said person shall be fully acquainted with Lessee's operations and contract obligations, and authorized by Lessee to act in Lessee's behalf and fulfill Lessee's obligations in the daily operation of the Race Track.
17. Prices. The prices charged by Lessee and its licensees and concessionees shall be comparable to those charged at similar facilities for goods, services or facilities of similar quality. Lessee agrees to utilize those prices and charges approved by the OMRC.
- B. Public Health and Safety
 1. Provisions for Handicapped. Lessee shall follow ANSI Codes and any and all state and local codes governing access for the handicapped at the Race Track. Elevator access will be provided to all floors, as well as wheelchair space for the viewing of races at the Race Track. Toilet facilities for the handicapped of both sexes will also be provided at the Race Track.
 2. Medical Facilities. Lessee shall provide at the Race Track a first aid room staffed by trained medical personnel with readily available ambulance access.
 3. Public Restrooms. Lessee shall provide at the Race Track adequate restroom facilities for both sexes on all levels of the Race Track. Such restrooms shall be built in accordance with, and in the number as required by local building codes.
 4. Drinking Fountains. Lessee shall provide drinking fountains at the Race Track in the vicinity of the public restrooms.
 5. Public Pedestrian Traffic. Lessee shall control public pedestrian traffic within the Race Track to promote the smooth flow of traffic and avoid accidents. Pathways will be clearly identified and separated from the areas needed for mutual and concession line-ups, and from the lounge seating. Direct pathways from escalators to the seating areas will be arranged so that they remain clear at all times, both for convenience and for safety.
 6. Security. Lessee shall provide adequate security to protect both the public and its employees at the Race Track. Such

security shall include, but not be limited to, trained security personnel in adequate numbers, first aid stations and equipment and properly trained first aid staff, fire protection equipment and training, and 24 hour patrols.

BOOK 5533 PAGE 0857

C. Animal Health and Safety

1. Fire Protection. Lessee shall provide for the safety of the horses at the Race Track by providing a thorough fire protection plan including fireproof construction of the barns. A fire ordinance will be adopted and will be conspicuously posted throughout the barn area.
2. Veterinarian. Lessee shall have available at the Race Track during racing hours a track veterinarian and an ambulance for horses.
3. Security. Lessee shall protect the barn area at the Race Track by enclosing the area with a wire fence. Closed circuit televisions shall also monitor the barn area. Ingress and egress to the barn area will be controlled 24 hours per day during racing meets and the barn area will be patrolled 24 hours a day. Security lighting will also be provided in the barn area.
4. Quarantine Area. Lessee shall provide within the Race Track a facility for the holding of diseased animals.

D. Compliance with Requirements of the OHRC

1. General Compliance. Lessee agrees to comply with any and all rules promulgated by the OHRC for the operation of the Race Track on the Leased Property.
2. Complaints. Lessee shall maintain a place where signed written complaints or claims of violations (objections) of Race Track rules, requisites, and conditions; OHRC rules and regulations; or Oklahoma State Laws may be filed. A copy of any written complaint or claim filed with Lessee shall be filed with the Commission or its authorized representatives.
3. Ambulance Service. Subject to the approval of the OHRC, Lessee shall provide the services of an approved medical ambulance and its properly qualified attendants at all times during the running of the race program at its meeting and, except with prior permission of the OHRC, during the hours Lessee permits the use of its race course for training purposes. Lessee shall also provide the service of a horse ambulance during the same hours. A means of communication shall be provided by Lessee between a staffed observation point (stewards' tower and clockers stand) for the race course and the place where the required ambulances and their

attendants are posted for prompt response in the event of accident to any person or horse. In the event an emergency necessitates the departure of a required ambulance, the race course shall be closed until an approved ambulance is again available within the enclosure.

4. Safety of Race Course and Premises. Lessee shall take cognizance of any complaint regarding the safety or uniformity of its race course or premises, and shall maintain in safe condition the race course and all rails and other equipment required for the conduct of its races.

THE EDWARD J. DeBARTOLO CORPORATION
7620 Market Street
Youngstown, Ohio 44512

BOOK 5533 PAGE 0859

FACSIMILE TRANSMITTAL COVER SHEET

DATE: June 10, 1986

DELIVER TO: Suzanne K. Swanson

PHONE #: 405-232-2404

THIS FACSIMILE IS BEING SENT BY:

NAME: Alden B. Chevien

IF YOU DO NOT RECEIVE ALL PAGES CLEARLY, CALL BACK AS SOON AS
POSSIBLE. (216) 758-7292 Ext. 444

58 PAGES INCLUDING COVER SHEET.

INTEROFFICE MEMORANDUM

TO: AMANDA COPELAND; ASSISTANT CITY MANAGER

FROM: RANDY LAWRENCE

SUBJECT: PUBLIC WORKS VEHICLES

DATE: 06/6/2025

The Public Works Department would like approval to purchase a 2025 Ford F150 Crew 4X4 Pickup from Oklahoma Statewide Contract SW035 to include service equipment and decals and to trade in two 2016 Ram 1500 Pickups, VIN 3C6JR6DT6GG238921, & 3C6JR6DT4GG238920 for a total trade in value of \$15,000.00. Purchase amount after trade in amount not to exceed \$43,729.00. This will be an NHMA vehicle from 2024 and 2025 G.O. Bond Fund (Public Works Vehicle.)

Thanks.

VANCE COUNTRY FORD

FLEET & GOVERNMENT SALES
PO BOX 1600, GUTHRIE, OK 73044
405-282-3800
Ok Vendor #0000075466



QUOTE

DATE	6/6/2025
QUOTE NUMBER	000Q17240
EXPIRATION DATE	6/13/2025
SHIP VIA	Stock Purchase
TERMS	SW035 - STATE CONTRACT

SOLD TO:	SHIP TO:
-----------------	-----------------

City of Nichols Hills

City of Nichols Hills

Any Questions? Call 405-282-3800

Randy Lawrence
6407 Avondale Drive
Nichols Hills, OK 73116
(405)8435222

Randy Lawrence
1009 MW 75TH ST
Nichols Hills, OK 73116
(405)8435222

Shauna Ford

shauna@vancefleet.com

Qty	OPTION	Description	Unit Price	Ext. Price
	SW035	OKLAHOMA STATE CONTRACT		
1	W1L	2025 FORD F150 CREW CAB, 5.5' BED	\$40,813.00	\$40,813.00
1	4WD/413	4 WHEEL DRIVE w/ SKID PLATES	\$3,953.00	\$3,953.00
1	103A	XL HIGH EQUIPMENT GROUP - 17" Silver Painted Aluminum Wheels, Chrome Bumpers, LED Fog Lamps, Interior Work Surface, Rear Window Fixed Privacy Glass w/ Defroster	\$1,195.00	\$1,195.00
1	995	ENGINE: 5.0L V8	\$0.00	\$0.00
1	44G	TRANSMISSION: 10 SPEED AUTOMATIC	\$0.00	\$0.00
1	XL6	ELECTRONIC LOCKING w/ 3.73 AXLE RATIO	\$470.00	\$470.00
1	ATT	TIRES: 265/70R17 BSW ALL TERRAIN	\$295.00	\$295.00
1	SYNC	SYNC 4 w/ BLUETOOTH CONNECTIVITY	\$0.00	\$0.00
1	GVWR	GVWR: 7100 LBS PAYLOAD PACKAGE	\$0.00	\$0.00
1	18B	BLACK PLATFORM RUNNING BOARDS	\$250.00	\$250.00
1	53T	TOW HAUL PACKAGE w/ TRAILER BRAKE CONTROLLER	\$753.00	\$753.00
1	CS	INTERIOR: MEDIUM DARK SLATE CLOTH 40/20/40	\$0.00	\$0.00
1	YZ	EXTERIOR: OXFORD WHITE	\$0.00	\$0.00
		SubTotal:		\$47,729.00
1	TRADE IN	2016 RAM 1500 3C6JR6DT6GG238921 66147 MILES	-\$7,500.00	-\$7,500.00
1	TRADE IN	2016 RAM 1500 3C6JR6DT4GG238920 62542 MILES	-\$7,500.00	-\$7,500.00

Accepted By: _____

Terms:

THIS QUOTE DOES NOT GUARANTEE THE FACTORY WILL BUILD THE VEHICLE.

1) TAG & TAXES ARE NOT INCLUDED UNLESS ITEMIZED ON QUOTE

SUB-TOTAL	\$32,729.00
	\$0.00
TOTAL DUE	\$32,729.00



City Council Item Report

MEETING DATE

June 10, 2025

AGENDA ITEM # 9.a

Request from Christ the King Catholic School Parent - Teacher Organization to hold the 2024 "CK RUN," to be held on September 27, 2025.

ATTACHMENTS

1. 2025 letter to NH
2. CK Run Race Route

Moira Parham & Lauren Ridener

Christ the King Parent-Teacher Organization
Co-Chair, CK Run Planning Committee

June 3, 2025

City Administrator
City of Nichols Hills

To Whom It May Concern:

As a Parent-Teacher Organization (PTO), we have long recognized the importance of reinforcing the connection between our school and our vibrant and much larger community of neighbors and friends. Nine years ago, Christ the King's PTO established the CK Run as a fun way for all of us to come together in celebration of who we are as a school, parish, and neighborhood. We are grateful to the City Council for the opportunity to host this community-building event. Last year, the CK Run brought almost 600 runners and walkers who enjoyed the races. This year, recognizing the value of this event in teaching our children the importance of community -- and their obligations to know and support those within that community, as that community supports them -- we ask permission to again host this event.

Proposed Date: We would request to host this event on September 27, 2025. We expect the 5K would begin at 8:00, the 1 Mile at 9:00, and the toddler dash at 9:30.

Traffic Concerns: With the coordination of our Christ the King parent and police officer, Wes Cadena, and the off-duty Nichols Hills Police officers we hire to assist with temporary road closures at major intersections, we believe the route approved in all years past(attached with detail) provides limited disruption to traffic flow through the city and limited intrusion on its residents. Every resident along the route will be notified by flyer, delivered to each resident's home in the month preceding the event. By report of the volunteers stationed at every intersection, every resident attempting to access (or leave) his/her home will be given personal escort by a volunteer as soon as runners clear the immediate area. In the past years, we are not aware of any case in which a driver, even in the most extreme situation, was delayed more than five minutes from his/her destination. The majority of drivers were permitted immediate rerouting/access. Again, roads were only temporarily closed **when runners were immediately present**. The Toddler Dash and any non-run portions of the event occur exclusively on CK School/Church property.

A FUNraiser, not a fundraiser: This event is expressly not a fundraiser. It is a community-building event, which we endeavor to make affordable to all in the CK community who wish to participate. Instead, we use registration funds to cover the costs of the event, including providing every registrant with a t-shirt commemorating the event and partnering with local artists to create authentic works as awards for our top runners. To the extent we generate any income from the event, we re-invest it in the CK Community - Christ the King School and Nichols Hills Parks & Recreation.

We are fortunate to have the support of our principal, Dr. Richard, as well as our pastor, Father Rex Arnold. We also believe we have the support of our neighbors on this northwestern section of Nichols Hills, through which our route runs. We hope to have your support and approval, as well. Kindly contact me with any questions you or your City Council members may have about this request. My co-chairs will be in attendance of the City Council meeting in June, should you need any additional information.

Thank you,

Moira Parham – contact (773) 636.7231
Lauren Ridener – contact (405) 401.0801
Christ the King PTO
CK Run Planning Committee Chair

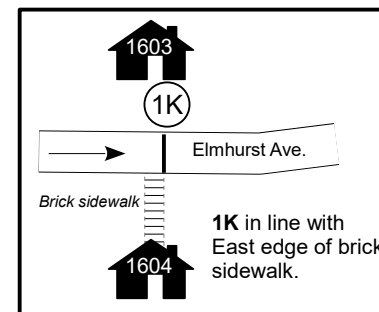
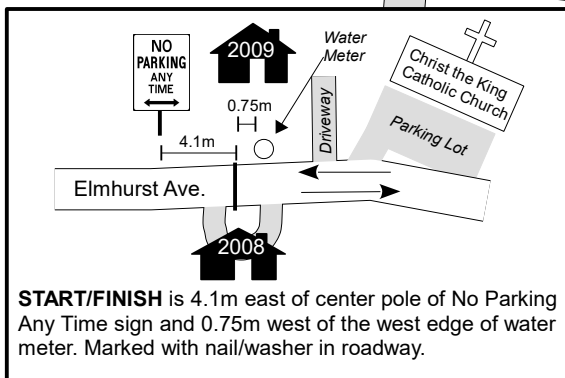
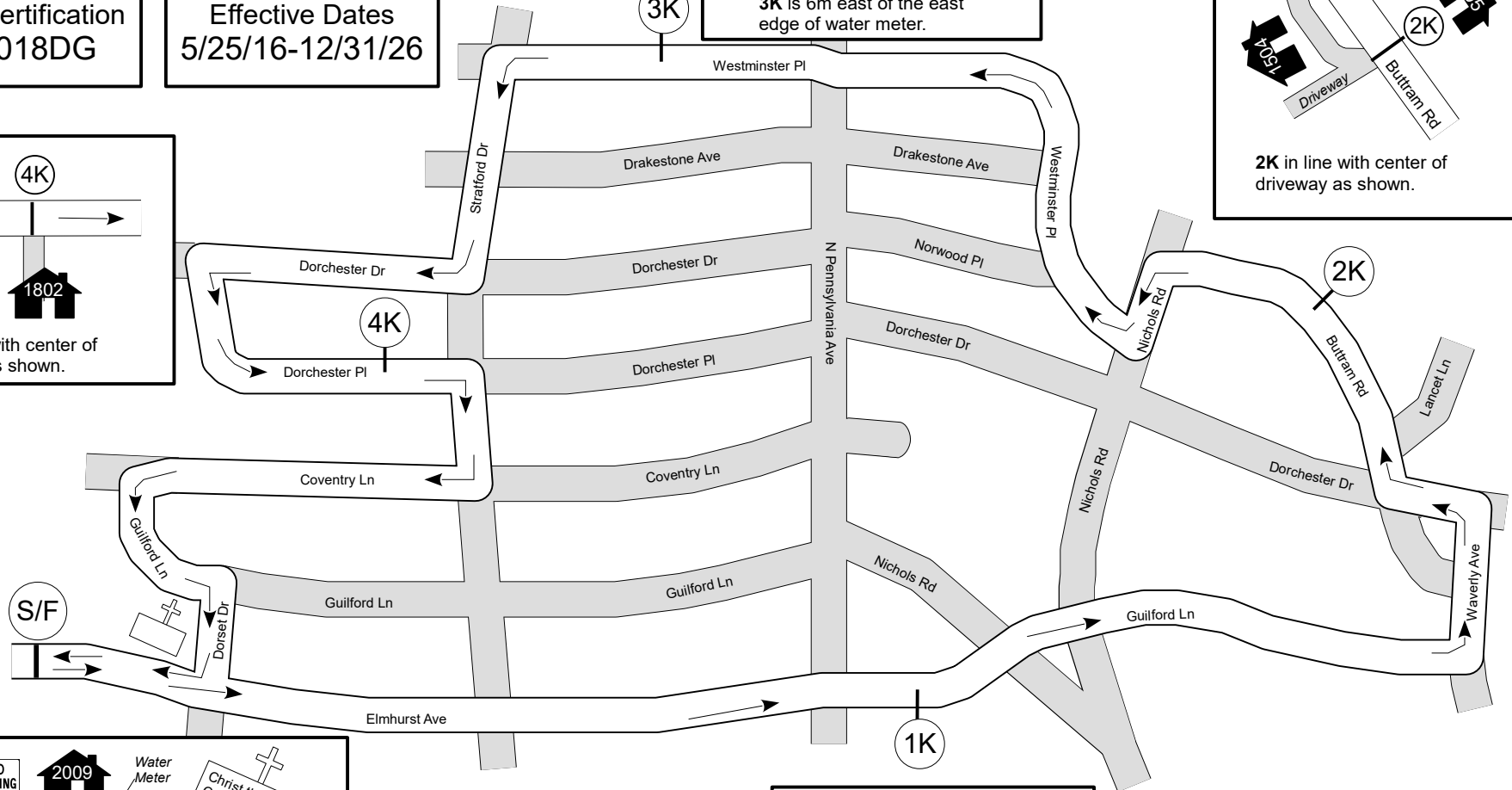
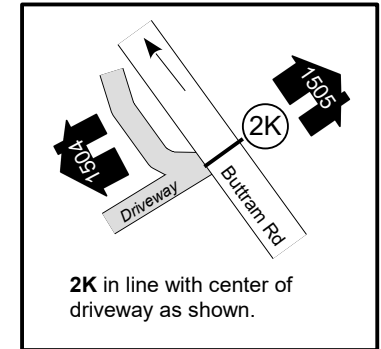
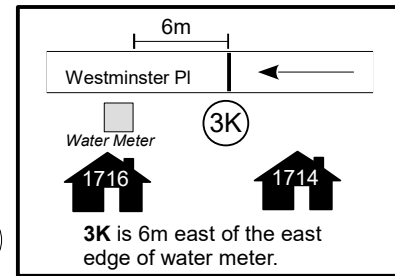
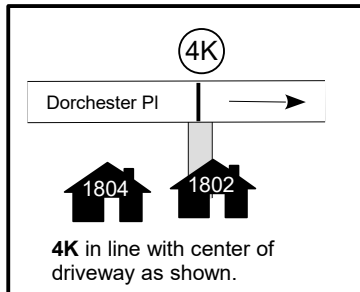
Nichols Hills 5K

Oklahoma City, OK – 5,000 meters

This course follows the shortest possible route (SPR) over the whole roadway/trail. No Restrictions.

USATF Certification
OK16018DG

Effective Dates
5/25/16-12/31/26



Measured by Jason Dixon
5/16/2016
(405) 684-6944
jason@dgroadracing.com





In Memory of
Harriette G. Orbach
Who loved the birds and wild animals
A Gift for Victoria Hill
by her many friends and family
November 25, 2016
Gift of money to Victoria Hill
from a community who loves Victoria Hill







City Council Item Report

MEETING DATE

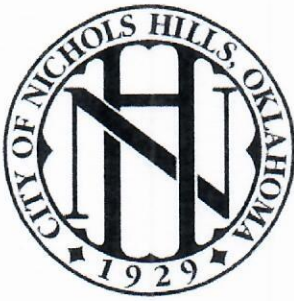
June 10, 2025

AGENDA ITEM # 9.c

Accept donation to Evangeline Park from Nancy Ellis. This donation is valued at \$78,571.43.

ATTACHMENTS

1. Evangeline Park



CITY OF NICHOLS HILLS, OKLAHOMA
Application for Donation to a Park

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

Staff use only

Case # _____

Date filed _____

Fee receipt # _____

Applicant is encouraged to consult Chapter 34, *Parks and Recreation*, Article III, *Park Establishment and Improvement*, Division 2, *Donation Procedure*, of the Nichols Hills City Code ("the Code") when completing this Application.

This Application may require the recommendation for approval of the Nichols Hills Board of Park Commissioners and the approval of the Nichols Hills City Council.

Attach a separate sheet to provide complete answers if necessary.

Applicant's name ¹: Nancy P. Ellis

Mailing address: 6703 Avondale Drive

Telephone number(s): 405-203-1661

Email address(es): _____

Name of park proposed to receive donation: Avangelina Park Renovation

Description of the proposed donation: _____

Estimated value of the proposed donation: _____

Please attach all available descriptive information regarding the proposed donation.

This Application will be considered officially submitted and filed only after it is examined by the City Manager and found to have met the applicable requirements of Chapter 34 of the Code and those set out in this Application. At that time, the City Manager will determine whether to approve or disapprove this Application, or if required by the Code, the City Clerk will set the Application for consideration by the Nichols Hills Board of Park Commissioners and for hearing before the Nichols Hills City Council. Applicant will be advised of the date and time for those hearings. It is highly recommended that applicant attend (or have a representative attend) the hearings and be prepared to answer questions.

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

Submitted and agreed to this 12 day of May, 2025

Signature: Nancy P. Ellis

Print applicant's full legal name: Nancy P. Ellis

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

¹ If more than one applicant, attach a separate sheet with additional applicant information.

Illustrated Name	Common Name	Yr	Spawning	Size
 Blue Striped Surge Flounder or Blue Striped Flounder	Yellowtail Surge	2	in March	3.0 ft.
 Golden Eye	Yellowtail Surge	3	in March	4.0 ft.
 Golden Eye	Yellowtail Surge	3	in March	4.0 ft.
 Golden Eye	Yellowtail Surge	2	in March	4.0 ft.
 Golden Eye	Yellowtail Surge	2	in March	4.0 ft.
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 Golden Eye	Yellowtail Surge	2	in March	4.0 ft.
 Golden Eye	Yellowtail Surge	2	in March	4.0 ft.

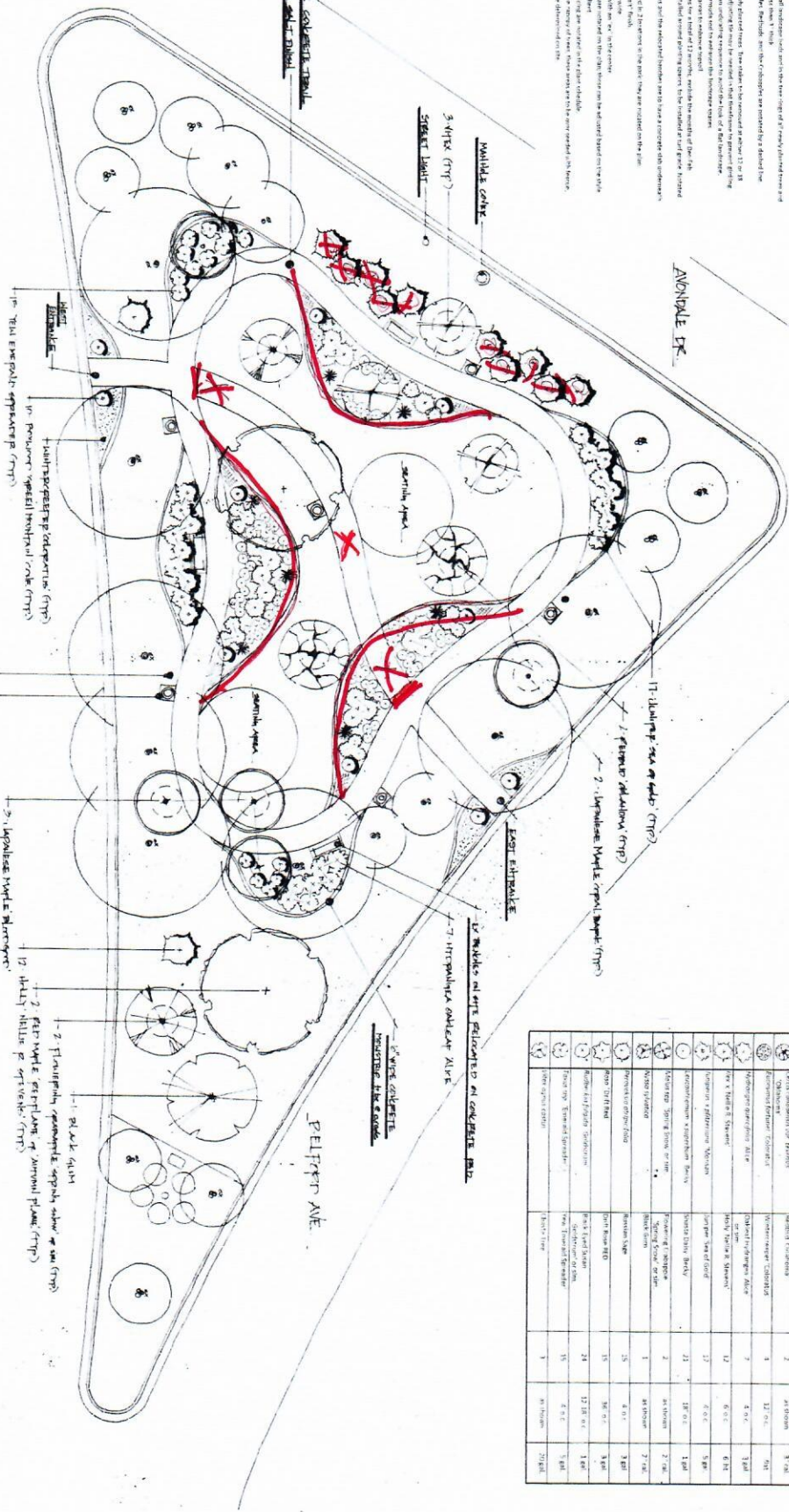


* Eliminate the Fund mg is RECEIVED

Revised by Veronica Mills
Date: 20 Apr. 2025



CONCEPTUAL LANDSCAPE PLAN





8125 West Reno Avenue | Oklahoma City, Oklahoma 73127
405.862.3336 | info@fivestoneslandscape.com |
https://fivestoneslandscape.com/

RECIPIENT:

Evangeline Park

6641 Avondale Drive
Nichols Hills, Oklahoma 73116

Quote #973

Sent on _____

Total

\$78,571.43

Product/Service	Description	Qty.	Unit Price	Total
LS - Landscaping Install	We will proceed with the installation of the following materials to ensure compliance with the design specifications. 2 - 3" Red Flame Maple 3 - 6' Japanese Maple Bloodgood 2 - 6' Japanese Maple Coral Bark 24 - 1-Gallon Yarrow Paprika 7 - 3-Gallon Blue Grama Grass 10 - 36" Green Mountain Boxwood Cone 2 - 3" Redbud Oklahoma 4 - Flats of Wintercreeper Coloratus 7 - 3-Gallon Oakleaf Hydrangea Alice 12 - 6" Holly Stevens Nellie 17 - 5-Gallon Juniper Sea of gold 21 - 1-Gallon Shasta Daisy Becky 2 - 1.5" Flowering Crabapple Spring Snow 1 - 2" Black Gum 15 - 3-Gallon Russian Sage 15 - 3-Gallon Drift Rose red 24 - 1-Gallon Black eyed Susan Goldstrom 15 - 5-Gallon Emerald Spreader yew 3 - 20-Gallon Chaste tree 295 - Bags of Grade A Cedar Mulch 40 - Yards of Rich Mix	1	\$41,887.63	\$41,887.63
LS - Concrete	We will be installing approximately 2,400 square feet of concrete in accordance with the design specifications. The concrete will feature a salt finish, as outlined in the plan notes. Concrete Pour Details: - Strength: 3500 PSI - Reinforcement: #3 Rebar - Base: 3" gravel base	1	\$31,683.80	\$31,683.80
LS - Irrigation: Install	We will install 5 additional zones and adjust, and existing irrigation as needed to provide proper watering for all existing and new plant and turf material.)	1	\$5,000.00	\$5,000.00

TOO MANY FLOWER
GARDENS
ELIMINATE THE INSIDE
& WORK WITH TREES.
KEEP 2 BENCHES TOGETHER SO
NEIGHBORS CAN VISIT

Hard
Scrape

~~A~~ A deposit of \$19,642.86 will be required to begin.

#5850 ↓

Total

\$78,571.43

1 of 2 pages

City Council Item Report

MEETING DATE

June 10, 2025

AGENDA ITEM # 9.d

PUBLIC HEARING: Resolution approving and adopting budgets for Fiscal Year 2025-2026 for General Fund, Nichols Hills Municipal Authority, Street & Alley Fund, General Fund Capital Improvements, Nichols Hills Municipal Authority Capital Improvements, 911 Funds, Designated Account Funds, Sinking Fund, Police Impound Fund, Water Impact Fee Fund, Sewer Impact Fee Fund, Drainage Fee Fund, Health Insurance Fund, and Park Fund.

ATTACHMENTS

1. 2025-2026 Budget resolution for BOTH CC and NHMA
2. 2025-2026 Budget FINAL DRAFT

RESOLUTION NO. 1587

CITY OF NICHOLS HILLS, OKLAHOMA

A RESOLUTION APPROVING AND ADOPTING THE CITY OF NICHOLS HILLS, OKLAHOMA, AND NICHOLS HILLS MUNICIPAL AUTHORITY BUDGETS FOR FISCAL YEAR 2025-2026; AND DECLARING AN EMERGENCY.

WHEREAS, The City of Nichols Hills, Oklahoma has heretofore selected the Oklahoma Municipal Budget Act (the “Act”) to govern its budget procedures; and

WHEREAS, the City Manager has heretofore prepared and submitted budgets for the fiscal year 2025-2026 and the City Council of the City of Nichols Hills, Oklahoma and the Trustees of the Nichols Hills Municipal Authority have held and conducted a public hearing on such proposed budgets in compliance with Title 11, Section 17-208 of the Act.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Nichols Hills, Oklahoma, and the Trustees of the Nichols Hills Municipal Authority;’

Section 1. The attached budgets are hereby approved and adopted as the budgets for the City of Nichols Hills, Oklahoma and the Nichols Hills Municipal Authority for the fiscal year 2025-2026. Pursuant to the provisions of 11 O.S. Section 17-206.D, the 2021, 2022, 2023, 2024, and 2025 General Obligation Bond Issue Project Funds are considered non-fiscal and any open encumbrances and remaining unexpended appropriations of these funds at June 30, 2025 shall be re-encumbered and re-appropriated for the fiscal year ending June 30, 2026 for the same purposes as originally appropriated.

Section 2. The City Clerk is hereby authorized and directed to transmit the adopted budgets to the State Auditor and Inspector and to file a copy of the sinking fund requirements of the City of Nichols Hills, Oklahoma with the excise board of Oklahoma County. A copy of said budgets shall be kept on file in the office of the City Clerk.

Section 3. It being immediately necessary for the preservation of the peace, health, welfare, and safety of the City of Nichols Hills, Oklahoma, and the inhabitants thereof that the provisions of this resolution be put into full force and effect, an emergency is hereby declared to exist by reason whereof this resolution shall take effect and be in full force from and after its passage.

PASSED AND APPROVED by the Council of the City of Nichols Hills, Oklahoma, and the Chairman and Trustees of the Nichols Hills Municipal Authority this 10th day of June, 2025.

ATTEST:

City Clerk

MAYOR, CITY OF NICHOLS HILLS
AND
CHAIRMAN OF THE NICHOLS HILLS
MUNICIPAL AUTHORITY

Reviewed as to Form and Legality:

City Attorney

CITY OF NICHOLS HILLS
BUDGET SUMMARY FOR
FY 2025-2026

	GENERAL FUND	MUNICIPAL AUTHORITY	CIP Funds	ST. & ALLEY FUND	DESIGNATED ACCTS. FUND	911 FUND	SINKING FUND	POLICE IMPOUND FUND	WATER IMPACT FEE	SEWER IMPACT FEE	DRAINAGE FEE FUND	PARKS FUND	INTERNAL SERVICE FUND	TOTAL ALL FUNDS
Proposed Revenues:														
Sales Tax	6,112,616													6,112,616
Use Tax Revenue	1,209,425													1,209,425
Tobacco Tax Revenue	37,588													37,588
Franchise Tax	347,646													347,646
Building Permits	134,670													134,670
Plumbing Permits	31,322													31,322
Electrical Permits	22,920													22,920
Roof Permits	7,860													7,860
Drive & Tree Permits	10,494													10,494
Food Vendors Permits	310													310
Garage Sale Permits	279													279
Plumbing Licenses	23,243													23,243
Electrical Licenses	12,128													12,128
General & Sub-Contractor Registration	24,361													24,361
Inspections	41,521													41,521
Alcohol Licenses	9,069													9,069
Dog Licenses	538													538
Alcohol Tax	9,843													9,843
Grant Revenue	-		269,441											269,441
Garbage	943,829													943,829
Garbage - Commercial	136,466													136,466
Solid Waste Fee	5,015													5,015
Ambulance Fees	58,362													58,362

Life and Safety	412												412
Police Fines	143,798												143,798
Interest Income	163,347	117,248	12,870		4,051	80,148	1,929	6,743	4,835	12,846	-	4,814	408,831
Leases	202,896												202,896
Misc. Income	134,551	1,742		2,160							23,224	20,000	181,678
Leasehold Transfer	2,754,771												2,754,771
Water		3,763,918											3,763,918
Sewer		355,613											355,613
OKC Sewer		1,097,914											1,097,914
Water Taps		29,634											29,634
MXU Installation		320											320
Past Due Penalty		15,234											15,234
Gasoline Tax			6,479										6,479
Motor Vehicle License			24,374										24,374
911 Revenue					15,000								15,000
Ad Valorem Taxes & Interest Earnings						6,526,865							6,526,865
Police Impound Fund							9,960						9,960
Impact Fees								9,558	9,948				19,506
Drainage Fee										58,857			58,857
Insurance Premiums & Reimbursements												1,211,327	1,211,327
Transfers			500,869										500,869
Carryover Fund Balance	-	-	6,190,367	328,000	62,400	114,000	275,000	45,000	170,000	128,000	350,000	1,250,000	8,912,767
Total Available for Appropriation	12,579,282	5,381,623	6,960,677	371,722	64,560	133,051	6,882,013	56,889	186,301	142,783	421,704	1,273,224	35,689,970

Proposed Expenditures:														
City Council	785													785
Administration	1,056,159		90,849				2,700							1,149,709
Treasurer/Accountant	1,304													1,304
City Attorney	180,000													180,000
Court	137,398													137,398
Police	3,549,906		993,817		37,000									4,580,723
Fire	2,713,665		686,091		1,460									3,401,215
Engineering	90,000													90,000
Street	599,599		202,279											801,878
Sanitation	1,172,474		473,096											1,645,570
Parks	266,600		1,344,147								1,273,224			2,883,971
Public Works Administration	327,800		72,840		3,100									403,741
General Government	961,660		177,286		-									1,138,946
Code Division	674,309		290,716		23,000									988,026
Risk Management	238,817		97,178											335,995
Information Systems	608,805		353,473											962,278
Municipal Authority		5,381,623	2,178,905											7,560,529
Street & Alley			371,722											371,722
911 Fund					133,051									133,051
Police Impound Fund							56,889							56,889
Water Impact Fund								186,301						186,301
Sewer Impact Fund									142,783					142,783
Drainage Fee Fund										421,704				421,704
Health Insurance Fund													1,236,141	1,236,141
Bond Payments - Principal, Interest etc						6,879,313								6,879,313
Total Expenditures	12,579,283	5,381,623	6,960,677	371,722	64,560	133,051	6,882,013	56,889	186,301	142,783	421,704	1,273,224	1,236,141	35,689,971

CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
FY 2025-2026 PROPOSED BUDGET

	Actual Expenditure FY 2023-24	Current Budget FY 2024-2025	Estimated Actual FY 2024-2025	Proposed Budget FY 2025-2026	Proposed Budget Minus Current Budget
NICHOLS HILLS					
MUNICIPAL AUTHORITY					
PERSONNEL SERVICES	944,751	996,770	1,058,393	1,102,829	106,059
MATERIALS & SUPPLIES	107,458	57,700	58,493	62,700	5,000
OTHER SERVICES & CHARGES	3,794,221	4,011,120	4,099,833	4,139,258	128,138
TRANSFER TO CIP	86,836	1,176,836	76,836	76,836	(1,100,000)
TOTAL	4,933,266	6,242,426	5,293,555	5,381,623	(860,803)
CITY COUNCIL					
PERSONNEL SERVICES	782	785	784	785	-
TOTAL	782	785	784	785	-
CITY ADMINISTRATION					
PERSONNEL SERVICES	904,258	972,837	1,017,638	1,006,781	33,944
MATERIALS & SUPPLIES	801	1,000	671	1,000	-
OTHER SERVICES & CHARGES	37,680	42,955	55,124	48,379	5,424
TRANSFER TO CIP	15,347	-	-	-	-
TOTAL	958,086	1,016,792	1,073,434	1,056,159	39,367
TREASURER					
TREASURER	1,304	1,307	1,307	1,304	-
TOTAL	1,304	1,307	1,307	1,304	-
CITY ATTORNEY					
OTHER SERVICES & CHARGES	383,944	180,000	275,592	180,000	-
TOTAL	383,944	180,000	275,592	180,000	-
MUNICIPAL COURT					
PERSONNEL SERVICES	117,549	124,820	122,192	120,635	(4,185)
MATERIALS & SUPPLIES	229	-	330	500	500
OTHER SERVICES & CHARGES	14,583	14,325	25,601	16,263	1,938
TOTAL	132,361	139,145	148,122	137,398	(1,747)
POLICE DEPARTMENT					
PERSONNEL SERVICES	2,693,489	3,299,770	2,974,430	3,253,235	(46,535)
MATERIALS & SUPPLIES	6,024	8,000	8,450	8,000	-
OTHER SERVICES & CHARGES	191,517	186,850	211,192	236,500	49,650
TRANSFER TO CIP	81,849	52,171	52,171	52,171	-
TOTAL	2,972,879	3,546,791	3,246,244	3,549,906	3,115
FIRE DEPARTMENT					
PERSONNEL SERVICES	2,197,647	2,352,777	2,375,523	2,412,194	59,417
MATERIALS & SUPPLIES	14,473	20,550	15,018	20,000	(550)
OTHER SERVICES & CHARGES	142,539	149,935	224,338	169,580	19,645
TRANSFER TO CIP	184,371	111,891	111,891	111,891	-
TOTAL	2,539,030	2,635,153	2,726,770	2,713,665	78,512
ENGINEER					
OTHER SERVICES & CHARGES	230,303	90,000	178,449	90,000	-
TOTAL	230,303	90,000	178,449	90,000	-

CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
FY 2025-2026 PROPOSED BUDGET

	Actual Expenditure FY 2023-24	Current Budget FY 2024-2025	Estimated Actual FY 2024-2025	Proposed Budget FY 2025-2026	Proposed Budget Minus Current Budget
STREET DEPARTMENT					
PERSONNEL SERVICES	368,549	410,671	377,523	399,676	(10,995)
MATERIALS & SUPPLIES	23,223	18,750	19,441	21,750	3,000
OTHER SERVICES & CHARGES	127,370	113,561	175,401	127,150	13,589
TRANSFER TO CIP	51,023	51,023	51,023	51,023	-
TOTAL	570,165	594,005	623,388	599,599	5,594
SANITATION DEPARTMENT					
PERSONNEL SERVICES	725,090	835,188	781,951	819,099	(16,089)
MATERIALS & SUPPLIES	3,420	4,500	3,663	4,500	-
OTHER SERVICES & CHARGES	243,506	258,679	261,963	260,566	1,887
TRANSFER TO CIP	88,309	88,309	88,309	88,309	-
TOTAL	1,060,325	1,186,676	1,135,887	1,172,474	(14,202)
PARKS DEPARTMENT					
MATERIALS & SUPPLIES	27	-	-	-	-
OTHER SERVICES & CHARGES	252,121	252,560	265,767	266,600	14,040
TRANSFER TO CIP	1,736,040	300,000	-	-	(300,000)
TOTAL	1,988,188	552,560	265,767	266,600	(285,960)
PUBLIC WORKS ADMINISTRATION					
PERSONAL SERVICES	240,631	275,663	229,815	256,867	(18,796)
MATERIALS & SUPPLIES	3,157	5,000	5,024	5,000	-
OTHER SERVICES & CHARGES	46,271	48,171	64,874	57,163	8,992
TRANSFER TO CIP	8,770	8,770	8,770	8,770	-
TOTAL	298,829	337,604	308,484	327,800	(9,804)
GENERAL GOVERNMENT					
MATERIALS & SUPPLIES	21,957	21,000	20,549	21,000	-
OTHER SERVICES & CHARGES	562,077	688,296	831,512	868,660	180,364
H.R.A.	16,908	30,000	18,284	30,000	-
CAPITAL OUTLAY	87,185	-	227,506	42,000	42,000
TRANSFER TO CIP	-	-	-	-	(500,000)
TOTAL	688,127	739,296	1,097,851	961,660	(277,636)
CODE DEPARTMENT					
PERSONNEL SERVICES	420,803	517,038	504,314	605,978	88,940
MATERIALS & SUPPLIES	3,946	4,650	3,897	4,850	200
OTHER SERVICES & CHARGES	46,925	46,299	64,319	44,724	(1,575)
TRANSFER TO CIP	18,757	18,757	18,757	18,757	-
TOTAL	490,431	586,744	591,288	674,309	87,565
SAFETY & RISK MANAGEMENT					
PERSONNEL SERVICES	186,259	192,797	195,197	190,369	(2,428)
MATERIALS & SUPPLIES	6,513	10,000	9,750	22,000	12,000
OTHER SERVICES & CHARGES	21,654	21,800	22,876	21,000	(800)
TRANSFER TO CIP	5,448	5,448	5,448	5,448	-
TOTAL	219,874	230,045	233,271	238,817	8,772

CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
FY 2025-2026 PROPOSED BUDGET

	Actual Expenditure FY 2023-24	Current Budget FY 2024-2025	Estimated Actual FY 2024-2025	Proposed Budget FY 2025-2026	Proposed Budget Minus Current Budget
INFORMATION SYSTEMS					
PERSONNEL SERVICES	262,085	250,551	221,394	284,141	33,590
MATERIALS & SUPPLIES	3,152	4,000	1,268	4,000	-
OTHER SERVICES & CHARGES	164,692	203,000	267,405	233,000	30,000
TRANSFER TO CIP	87,664	87,664	87,664	87,664	-
TOTAL	517,593	545,215	577,732	608,805	63,590
GRAND TOTAL	17,985,487	18,624,544	17,777,925	17,960,905	(1,163,636)

	Actual Expenditures FY 2023-24	Current Budget FY 2024-2025	Estimated Actual FY 2024-2025	Proposed Budget FY 2025-2026	Proposed Budget minus Current Budget
TOTAL					
PERSONNEL SERVICES	9,063,197	10,230,974	9,860,462	10,453,893	222,922
MATERIALS & SUPPLIES	194,380	155,150	146,556	175,300	20,150
OTHER SERVICES & CHARGES	6,259,403	6,307,551	7,024,248	6,758,843	451,292
CAPITAL OUTLAY	87,185	-	227,506	42,000	42,000
HRA	16,908	30,000	18,284	30,000	-
TRANSFER TO CIP	2,364,414	1,900,869	500,869	500,869	(1,900,000)
GRAND TOTAL	17,985,487	18,624,544	17,777,925	17,960,905	(1,163,636)

NICHOLS HILLS MUNICIPAL AUTHORITY
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
REVENUE ESTIMATES

Account Number	Department Activity	Actual Revenues	Actual Revenues	Current Budget	Estimated Actual	Proposed Budget	Proposed minus Current	% of Estimated Actual
		FY 2022-23	FY 2023-24	FY 2024-2025	FY 2024-2025	FY 2025-2026		
06-00-75300	Water	\$ 3,754,035	\$ 3,581,398	\$ 3,532,007	\$ 4,070,341	\$ 3,763,918	\$ 231,911	92%
06-00-75700	Sewer	360,547	353,799	341,396	374,329	355,613	14,217	95%
06-00-75800	OKC Sewer	1,118,550	1,089,563	1,039,531	1,155,699	1,097,914	58,383	95%
06-00-75900	Water Taps	29,855	29,558	26,312	31,193	29,634	3,322	95%
06-0076000	MXU Installation	-	-	320	-	320	-	100%
06-00-77750	Past Due Penalty	18,209	14,301	14,662	16,036	15,234	572	95%
06-00-79100	Interest Income	83,047	167,489	146,747	122,133	117,248	(29,499)	96%
06-00-78200	Misc. Income	2,598	1,625	1,742	12,534	1,742	-	14%
		\$ 5,366,841	\$ 5,237,733	\$ 5,102,717	\$ 5,782,266	\$ 5,381,623	\$ 278,906	93%
06-00-78550	Carryover of fund balance for CIP			1,139,710		-		
	TOTAL MUNICIPAL AUTHORITY BUDGET	\$ 5,366,841	\$ 5,237,733	\$ 6,242,427	\$ 5,782,266	\$ 5,381,622.57	\$ (860,804)	93%

NICHOLS HILLS MUNICIPAL AUTHORITY
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY

Account	Department	Actual Expenditures	Actual Expenditures	Current Budget	Estimated Actual	Proposed Budget	Proposed minus Current
Number	Activity	FY 2022-23	FY 2023-24	FY 2024-2025	FY 2024-2025	FY 2025-2026	
NHMA BUDGET							
06-12-80100	Salaries	\$ 595,950	\$ 675,362	\$ 717,100	\$ 768,195	799,357	\$ 82,257
06-12-80200	Overtime	10,223	13,632	9,000	11,603	10,500	1,500
06-12-80300	FICA/Medicare	47,143	53,347	64,759	60,326	72,742	7,983
06-12-80400	Dental	4,685	5,685	6,202	6,271	6,202	-
06-12-80500	Health Insurance	91,673	101,889	102,243	116,555	113,984	11,741
06-12-80600	Worker's Comp.	19,209	20,369	20,398	11,885	13,115	(7,283)
06-12-80700	Unemployment	2,590	2,471	3,004	1,965	3,004	-
06-12-80800	OMRF Pension	48,987	55,491	58,064	62,563	65,627	7,563
06-12-80900	Stand-By Pay	9,300	7,575	8,000	8,000	8,000	-
06-12-81100	Uniform Rental	8,473	8,398	7,500	9,798	9,798	2,298
06-12-81200	Medical	90	532	500	1,235	500	-
TOTAL PERSONNEL SERVICES		838,323	944,751	996,770	1,058,393	1,102,829	106,059
06-12-83000	Supplies	43,445	98,134	45,000	46,653	45,000	-
06-12-83200	Office Supplies	2,510	1,251	2,200	1,154	2,200	-
06-12-83300	Minor Tools	2,167	210	2,000	142	2,000	-
06-12-83400	Chemicals	4,271	5,357	5,000	8,554	10,000	5,000
06-12-83500	Safety Supplies	2,633	2,440	3,000	1,982	3,000	-
06-12-83700	Misc. Supplies	455	66	500	7	500	-
TOTAL MATERIALS & SUPPLIES		55,481	107,458	57,700	58,493	62,700	5,000

NICHOLS HILLS MUNICIPAL AUTHORITY
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY

Account	Department	Actual Expenditures	Actual Expenditures	Current Budget	Estimated Actual	Proposed Budget	Proposed minus Current
Number	Activity	FY 2022-23	FY 2023-24	FY 2024-2025	FY 2024-2025	FY 2025-2026	
06-12-84000	Equip. Maintenance	8,977	25,239	10,000	5,581	21,000	11,000
06-12-84100	Vehicle Maintenance	24,773	15,945	15,000	29,245	15,000	-
06-12-84300	Training/Membership	8,522	9,829	8,000	8,461	8,000	-
06-12-84400	Software Agreements	10,646	10,086	10,590	22,381	13,055	2,465
06-12-84500	Well Maintenance	26,648	37,963	40,000	68,127	60,000	20,000
06-12-84550	Water Quality Testing	10,945	10,134	18,000	7,865	12,000	(6,000)
06-12-84600	Equipment Rental	433	2,012	2,000	1,861	2,000	-
06-12-84650	Lease Agreements	42,962	45,041	77,212	79,728	77,212	-
06-12-84700	Telephone	24,632	24,178	24,127	22,785	24,127	-
06-12-84800	Utilities	284,142	260,554	285,000	291,777	291,777	6,777
06-12-84900	Fuel	41,559	23,967	30,000	17,135	25,000	(5,000)
06-12-84950	Printing & Processing - Utility Bills	15,936	17,560	16,000	17,816	17,816	1,816
06-12-85350	Emergency Repairs	-	-	2,500	-	2,500	-
06-12-86400	Auditing	20,409	21,043	36,013	31,878	30,000	(6,013)
06-12-87700	OKC Sanitary Sewer Charges	784,439	756,415	765,000	823,515	785,000	20,000
06-12-87800	Leasehold Transfer	2,388,851	2,534,255	2,671,678	2,671,678	2,754,771	83,093
TOTAL OTHER SERVICES & CHARGES		3,693,874	3,794,221	4,011,120	4,099,833	4,139,258	128,138
06-12-99000	Transfer to CIP-Depreciation	76,836	86,836	76,836	76,836	76,836	-
	Transfer to other funds	-	-	1,100,000	-		(1,100,000)
TOTAL TRANSFERS		76,836	86,836	1,176,836	76,836	76,836	(1,100,000)
TOTAL NHMA BUDGET		\$ 4,664,514	\$ 4,933,266	\$ 6,242,426	\$ 5,293,555	5,381,623	\$ (860,803)

**GENERAL FUND
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
REVENUE ESTIMATES**

		Actual Revenues	Actual Revenues	Current Budget	Estimated Actual	Proposed Budget	Proposed minus Current	% of Estimated Actual
		FY 2022-23	FY 2023-24	FY 2024-2025	FY 2024-2025	FY 2025-2026		
Account Number	Department Activity							
GENERAL SALES TAX								
01-00-70250	Sales Tax	\$ 5,603,247	\$ 5,723,717	\$ 5,535,891	\$ 6,862,489	6,112,616	\$ 576,725	89%
01-00-70350	Use Tax Revenue	1,035,996	1,137,079	1,103,508	1,273,079	1,209,425	105,917	95%
01-00-70450	Tobacco Tax Revenue	38,132	35,692	33,730	39,566	37,588	3,858	95%
		6,677,375	6,896,488	6,673,129	8,175,135	7,359,629	686,500	
MISCELLANEOUS TAXES								
01-00-71550	Franchise Tax	393,375	356,636	375,188	365,944	347,646	(27,542)	95%
		393,375	356,636	375,188	365,944	347,646	(27,542)	
LICENSES AND PERMITS								
01-00-72050	Building Permits	106,360	136,365	140,423	141,758	134,670	(5,753)	95%
01-00-72075	Plumbing Permits	33,690	39,836	37,015	32,971	31,322	(5,693)	95%
01-00-72100	Electrical Permits	28,125	23,231	20,648	24,127	22,920	2,272	95%
01-00-72125	Roof Permits	1,970	3,500	3,464	8,273	7,860	4,396	95%
01-00-72150	Drive & Tree Permits	9,455	11,095	11,007	11,047	10,494	(513)	95%
01-00-72175	Food Vendors Permits	90	170	190	327	310	120	100%
01-00-72200	Garage Sale Permits	580	540	507	293	279	(228)	95%
01-00-72300	Plumbing Licenses	27,100	26,800	28,532	24,467	23,243	(5,289)	95%
01-00-72325	Electrical Licenses	12,975	12,275	12,762	12,767	12,128	(634)	95%
01-00-72350	General Contractor Registration	22,200	23,550	21,280	24,100	22,895	1,615	95%
01-00-72355	Sub-Contractor Registration	600	1,200	1,496	1,543	1,466	(30)	95%
01-00-72399	Inspections	33,375	28,640	27,936	43,707	41,521	13,585	95%
01-00-72400	Alcohol Licenses	8,665	10,315	10,849	9,547	9,069	(1,780)	95%
01-00-728500	Dog Licenses	305	380	348	567	538	190	95%
		285,490	317,897	316,457	335,492	318,717	2,260	
INTERGOVERNMENTAL								
01-00-73250	Alcohol Tax	10,384	10,058	9,503	10,361	9,843	340	95%
01-00-73500	PD Vest Grant	846	1,218	-	1,392	-	-	0%
01-00-73900	FEMA Reimbursement	511,944	54,929	-	-	-	-	0%
		523,174	66,205	9,503	11,754	9,843	340	

**GENERAL FUND
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
REVENUE ESTIMATES**

	Actual Revenues FY 2022-23	Actual Revenues FY 2023-24	Current Budget FY 2024-2025	Estimated Actual FY 2024-2025	Proposed Budget FY 2025-2026	Proposed minus Current	% of Estimated Actual
CHARGES FOR SERVICES							
01-00-74200 Garbage	940,967	971,759	943,480	1,004,073	943,829	349	94%
01-00-74500 Garbage - Commercial	130,630	139,483	133,930	143,648	136,466	2,536	95%
01-0074700 Solid Waste Fee	5,274	5,269	5,005	5,279	5,015	10	95%
01-00-74850 Ambulance Fees	61,392	61,322	58,248	61,433	58,362	114	95%
01-00-74950 Life and Safety	350	1,599	1,293	433	412	(881)	100%
	1,138,613	1,179,432	1,141,956	1,214,867	1,144,083	2,127	
FINES & FORFEITS							
01-00-76300 Police Fines	118,799	124,195	108,495	159,776	143,798	35,303	90%
	118,799	124,195	108,495	159,776	143,798	35,303	
INVESTMENT EARNINGS							
01-00-78500 Interest Income	178,633	200,284	158,880	171,944	163,347	4,467	95%
	178,633	200,284	158,880	171,944	163,347	4,467	
MISCELLANEOUS REVENUE							
01-00-79500 Leases	266,132	239,788	246,892	211,350	202,896	(43,996)	96%
01-00-79550 Misc. Income	171,126	100,881	69,772	141,633	134,551	64,779	95%
	437,258	340,669	316,664	352,983	337,447	20,783	
FUND BALANCE CARRYOVER							
01-00-79800 Carryover for CIP	-	-	1,110,664	-	-	(1,110,664)	100%
	-	-	1,110,664		-	(1,110,664)	
TRANSFERS							
01-00-79900 Leasehold Transfer	2,388,851	2,534,255	2,671,678	2,671,678	2,754,771	83,093	103%
	2,388,851	2,534,255	2,671,678	2,671,678	2,754,771	83,093	
Total General Fund Budget	<u>\$ 12,141,568</u>	<u>\$ 12,016,061</u>	<u>\$ 12,882,614</u>	<u>\$ 13,459,572</u>	<u>12,579,282</u>	<u>\$ (303,332)</u>	93%
Estimated Assigned Economic Development as of 06/30/25					500,000		
Estimated Assigned - Art in Parks as of 06/30/25					25,000		
Estimated Unassigned Fund Balance 6/30/25							
Net Fund Balance as of 06/30/25					<u>525,000</u>		

CITY OF NICHOLS HILLS
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
GENERAL FUND

Account Number	Department Activity	Actual Expenditures FY 2022-23	Actual Expenditures FY 2023-24	Current Budget FY 2024-2025	Estimated Actual FY 2024-2025	Proposed Budget FY 2025-2026
CITY COUNCIL						
01-01-80100	Salaries	\$ 720	\$ 720	\$ 720	\$ 720	\$ 720
01-01-80300	FICA	55	55	55	55	55
01-01-80700	Unemployment	7	7	10	9	10
PERSONNEL SERVICES		<u>\$ 782</u>	<u>\$ 782</u>	<u>\$ 785</u>	<u>\$ 784</u>	<u>\$ 785</u>

CITY OF NICHOLS HILLS
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
GENERAL FUND

Account Number	Department Activity	Actual Expenditures FY 2022-23	Actual Expenditures FY 2023-24	Current Budget FY 2024-2025	Estimated Actual FY 2024-2025	Proposed Budget FY 2025-2026	Proposed minus Current
ADMINISTRATION							
01-02-80100	Salaries	\$ 566,135	\$ 703,287	\$ 749,020	\$ 804,044	\$ 774,110	\$ 25,090
01-02-80300	FICA/Medicare	40,054	50,169	59,344	52,680	61,310	1,966
01-02-80400	Dental	1,576	1,860	3,416	1,860	3,416	-
01-02-80500	Health Insurance	49,317	52,578	61,052	52,622	65,326	4,274
01-02-80600	Worker's Comp	7,204	9,053	9,066	7,923	5,829	(3,237)
01-02-80700	Unemployment	1,028	1,080	1,000	-	1,000	-
01-02-80800	OMRF Pension	46,958	58,383	61,939	66,327	63,991	2,052
01-02-81200	Medical Exams	-	48	-	82	-	-
01-02-81400	Car Allowance	21,800	27,800	28,000	32,100	31,800	3,800
PERSONNEL SERVICES		734,072	904,258	972,837	1,017,638	1,006,781	33,944
01-02-83000	Materials & Supplies	1,585	801	1,000	671	1,000	-
MATERIALS & SUPPLIES		1,585	801	1,000	671	1,000	-
01-02-84000	Equipment Maint.	185	-	1,000	-	1,000	-
01-02-84300	Training/Membership	8,415	10,019	7,000	14,137	14,000	7,000
01-02-84400	Software Agreement	19,570	21,592	25,955	35,821	24,379	(1,576)
01-02-84700	Telephone	8,548	6,069	9,000	5,166	9,000	-
OTHER SERVICES & CHARGES		36,718	37,680	42,955	55,124	48,379	5,424
01-02-99000	Transfer to CIP	15,347	15,347		-	-	-
TRANSFER OUT		15,347	15,347	-	-	-	-
TOTAL ADMINISTRATION		\$ 787,722	\$ 958,086	\$ 1,016,792	\$ 1,073,434	\$ 1,056,159	\$ 39,367

CITY OF NICHOLS HILLS
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
GENERAL FUND

Account Number	Department Activity	Actual Expenditures FY 2022-23	Actual Expenditures FY 2023-24	Current Budget FY 2024-2025	Estimated Actual FY 2024-2025	Proposed Budget FY 2025-2026
TREASURER / ACCOUNTANT						
01-03-80100	Salary	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200
01-03-80300	FICA/Medicare	92	92	92	92	92
01-03-80700	Unemployment	12	12	15	15	12
		1,304	1,304	1,307	1,307	1,304
TOTAL TREASURER / ACCOUNTANT BUDGET		\$ 1,304	\$ 1,304	\$ 1,307	\$ 1,307	\$ 1,304

CITY OF NICHOLS HILLS
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
GENERAL FUND

Account	Department	Actual Expenditures FY 2022-23	Actual Expenditures FY 2023-24	Current Budget FY 2024-2025	Estimated Actual FY 2024-2025	Proposed Budget FY 2025-2026	Proposed minus Current
Number	Activity						
CITY ATTORNEY							
01-04-87100	Legal Services	\$ 295,423	\$ 383,944	\$ 180,000	\$ 275,592	\$ 180,000	\$ -
OTHER SERVICES & CHARGES		295,423	383,944	180,000	275,592	180,000	-
TOTAL CITY ATTORNEY		<u>\$ 295,423</u>	<u>\$ 383,944</u>	<u>\$ 180,000</u>	<u>\$ 275,592</u>	<u>\$ 180,000</u>	<u>-</u>

CITY OF NICHOLS HILLS
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
GENERAL FUND

Account Number	Department Activity	Actual Expenditures FY 2022-23	Actual Expenditures FY 2023-24	Current Budget FY 2024-2025	Estimated Actual FY 2024-2025	Proposed Budget FY 2025-2026	Proposed minus Current
MUNICIPAL COURT							
01-05-80100	Salaries	\$ 85,877	\$ 92,743	\$ 98,431	\$ 97,664	95,214	\$ (3,217)
01-05-80200	Overtime	-	-	500	-	500	-
01-05-80300	FICA / Medicare	6,570	7,095	7,903	7,471	7,258	(645)
01-05-80400	Dental Insurance	525	620	621	620	621	-
01-05-80500	Health Insurance	7,900	8,254	8,252	8,254	8,830	578
01-05-80600	Worker's Comp.	2,401	2,263	2,266	1,319	1,457	(809)
01-05-80700	Unemployment	414	421	200	341	400	200
01-05-80800	OMRF Pension	5,605	6,153	6,647	6,522	6,354	(293)
PERSONNEL SERVICES		109,292	117,549	124,820	122,192	120,635	(4,185)
01-05-83000	Materials & Supplies	245	229	500	330	500	-
MATERIALS & SUPPLIES		245	229	-	330	500	500
01-05-84000	Equipment Maint.	-	-	250	-	-	(250)
01-05-84300	Training & Member.	421	775	700	440	700	-
01-05-84400	Software Agreement	11,597	12,529	12,075	23,800	13,763	1,688
01-05-84700	Telephone	1,091	1,125	1,300	1,096	1,300	-
01-05-86050	Consulting	-	154	-	265	500	500
OTHER SERVICES & CHARGES		13,109	14,583	14,325	25,601	16,263	1,938
TOTAL MUNICIPAL COURT BUDGET		<u>\$ 122,646</u>	<u>\$ 132,361</u>	<u>\$ 139,145</u>	<u>\$ 148,122</u>	<u>\$ 137,398</u>	<u>\$ (1,747)</u>

CITY OF NICHOLS HILLS
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
GENERAL FUND

Account Number	Department Activity	Actual Expenditures FY 2022-23	Actual Expenditures FY 2023-24	Current Budget FY 2024-2025	Estimated Actual FY 2024-2025	Proposed Budget FY 2025-2026	Proposed minus Current
POLICE DEPARTMENT							
01-06-80100	Salaries	\$ 1,832,309	\$ 1,906,647	\$ 2,338,643	\$ 2,145,954	\$ 2,250,128	\$ (88,515)
01-06-80200	Overtime	18,391	18,778	20,000	28,789	32,960	12,960
01-06-80300	FICA / Medicare	143,365	149,238	202,499	168,969	204,762	2,263
01-06-80400	Dental	11,602	13,023	14,000	13,678	15,000	1,000
01-06-80500	Health Insurance	295,371	286,829	336,254	290,210	382,773	46,519
01-06-80600	Worker's Comp	57,629	54,318	54,395	31,694	34,972	(19,423)
01-06-80700	Unemployment	6,345	6,567	4,600	3,413	4,800	200
01-06-80800	OMRF Pension	33,151	30,176	35,656	32,935	35,569	(87)
01-06-81050	Police Pension	172,682	196,767	254,223	224,376	252,771	(1,452)
01-06-81100	Uniform Allowance	24,286	26,805	37,000	33,915	37,000	-
01-06-81200	Medical Exams	1,785	4,341	2,500	497	2,500	-
PERSONNEL SERVICES		2,596,916	2,693,489	3,299,770	2,974,430	3,253,235	(46,535)
01-06-83000	Supplies	6,624	6,024	8,000	8,450	8,000	-
MATERIALS & SUPPLIES		6,624	6,024	8,000	8,450	8,000	-
01-06-84000	Equip. Maintenance	53,332	48,684	60,000	91,930	100,000	40,000
01-06-84100	Vehicle Maintenance	55,278	26,643	30,000	22,789	30,000	-
01-06-84200	Building Maintenance	3,118	25,467	5,000	3,593	5,000	-
01-06-84300	Training/Membership	17,273	15,819	25,000	21,621	28,500	3,500
01-06-84600	Lease & Rental	-	219	-	1,715	-	-

CITY OF NICHOLS HILLS
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
GENERAL FUND

Account Number	Department Activity	Actual Expenditures FY 2022-23	Actual Expenditures FY 2023-24	Current Budget FY 2024-2025	Estimated Actual FY 2024-2025	Proposed Budget FY 2025-2026	Proposed minus Current
01-06-84700	Telephone	22,547	22,805	23,000	22,794	25,000	2,000
01-06-84800	Utilities	2,037	1,593	2,000	1,732	2,000	-
01-06-84900	Fuel	31,337	33,511	25,000	27,617	28,000	3,000
01-06-84950	EV Charging	707	1,566	1,700	1,935	2,500	800
01-06-85000	Janitorial Service	15,150	15,150	15,150	15,467	15,500	350
01-06-85300	Animal Control	1,036	60	-	-	-	-
OTHER SERVICES & CHARGES		201,815	191,517	186,850	211,192	236,500	49,650
01-06-99000	Transfer to CIP	81,849	81,849	52,171	52,171	52,171	-
TRANSFER OUT		81,849	81,849	52,171	52,171	52,171	-
TOTAL POLICE DEPT. BUDGET		\$ 2,887,204	\$ 2,972,879	\$ 3,546,791	\$ 3,246,244	3,549,906	\$ 3,115

CITY OF NICHOLS HILLS
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
GENERAL FUND

Account Number	Department Activity	Actual Expenditures FY 2022-23	Actual Expenditures FY 2023-24	Current Budget FY 2024-2025	Estimated Actual FY 2024-2025	Proposed Budget FY 2025-2026	Proposed minus Current
FIRE DEPARTMENT							
01-07-80100	Salaries	\$ 1,346,977	\$ 1,572,269	\$ 1,684,284	\$ 1,725,460	\$ 1,745,731	\$ 61,447
01-07-80200	Overtime	141,483	99,027	73,137	115,622	77,250	4,113
01-07-80300	Medicare	21,752	24,423	24,838	27,160	25,147	309
01-07-80400	Dental	6,903	9,156	9,858	9,302	9,858	-
01-07-80500	Health Insurance	202,720	215,763	236,617	211,254	253,180	16,563
01-07-80600	Worker's Comp.	33,617	31,686	52,478	11,333	21,858	(30,620)
01-07-80700	Unemployment	3,576	4,478	4,200	948	4,200	-
01-07-81000	Fire Pension	184,120	217,661	234,540	240,712	244,403	9,863
01-07-81100	Uniforms / Gear	17,628	22,040	28,325	33,155	25,000	(3,325)
01-07-81200	Medical Exams	3,168	1,144	4,500	576	5,568	1,068
PERSONNEL SERVICES		1,961,944	2,197,647	2,352,777	2,375,523	2,412,194	59,417
01-07-83000	Supplies	12,672	14,473	20,550	15,018	20,000	(550)
MATERIALS & SUPPLIES		12,672	14,473	20,550	15,018	20,000	(550)
01-07-84000	Equip. Maintenance	9,681	13,814	10,000	13,608	13,000	3,000
01-07-84100	Vehicle Maintenance	12,583	19,114	17,000	12,477	15,000	(2,000)
01-07-84200	Building Maintenance	17,178	6,914	12,800	33,016	12,500	(300)
01-07-84300	Training & Membership	16,124	35,412	31,500	52,011	46,500	15,000
01-07-84350	Training Supplies	-	-	-	-	3,500	3,500
01-07-84400	Membership	1,237	1,545	1,700	2,731	2,140	440
01-07-84500	Fire Dept. Publications	893	3,354	5,123	3,702	5,123	-
01-07-84600	Lease Rentals	516	-	1,500	2,169	1,500	-

CITY OF NICHOLS HILLS
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
GENERAL FUND

Account Number	Department Activity	Actual Expenditures FY 2022-23	Actual Expenditures FY 2023-24	Current Budget FY 2024-2025	Estimated Actual FY 2024-2025	Proposed Budget FY 2025-2026	Proposed minus Current
01-07-84700	Telephone	8,102	7,050	9,200	6,471	9,200	-
01-07-84800	Utilities	2,037	1,786	3,500	2,444	3,500	-
01-07-84900	Fuel	9,387	8,647	9,500	8,090	9,500	-
01-07-85200	EMSA Subsidy	37,233	31,405	32,612	32,054	32,617	5
01-07-86850	Software Maintenance	14,657	13,498	15,500	23,440	15,500	-
OTHER SERVICES & CHARGES		129,628	142,539	149,935	224,338	169,580	19,645
01-07-99000	Transfer to CIP	184,371	184,371	111,891	111,891	111,891	-
TRANSFER OUT		184,371	184,371	111,891	111,891	111,891	-
TOTAL FIRE DEPT. BUDGET		\$ 2,288,615	\$ 2,539,030	\$ 2,635,153	\$ 2,726,770	\$ 2,713,665	\$ 78,512

CITY OF NICHOLS HILLS
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
GENERAL FUND

Account Number	Department Activity	Actual Expenditures FY 2022-23	Actual Expenditures FY 2023-24	Current Budget FY 2024-2025	Estimated Actual FY 2024-2025	Proposed Budget FY 2025-2026	Proposed minus Current
ENGINEER							
01-08-86075	Engineering Fees	\$ 257,119	\$ 230,303	\$ 90,000	\$ 178,449	\$ 90,000	\$ -
		<u>\$ 257,119</u>	<u>\$ 230,303</u>	<u>\$ 90,000</u>	<u>\$ 178,449</u>	<u>\$ 90,000</u>	<u>\$ -</u>

CITY OF NICHOLS HILLS
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
GENERAL FUND

Account Number	Department Activity	Actual Expenditures FY 2022-23	Actual Expenditures FY 2023-24	Current Budget FY 2024-2025	Estimated Actual FY 2024-2025	Proposed Budget FY 2025-2026	Proposed minus Current
STREET DIVISION OF PUBLIC WORKS							
01-09-80100	Salaries	\$ 166,523	\$ 249,160	\$ 276,481	\$ 269,587	\$ 278,896	\$ 2,415
01-09-80200	Overtime	1,455	4,753	5,366	2,452	3,500	(1,866)
01-09-80300	FICA / Medicare	13,034	19,697	24,978	21,024	25,379	401
01-09-80400	Dental	1,477	2,594	2,481	2,481	2,481	-
01-09-80500	Health Insurance	33,379	55,114	57,884	43,814	49,036	(8,848)
01-09-80600	Worker's Comp.	4,802	4,527	9,066	5,282	5,829	(3,237)
01-09-80700	Unemployment	703	1,265	1,202	835	1,202	-
01-09-80800	OMRF Pension	13,536	20,494	22,995	21,809	23,028	33
01-09-80900	Standby Pay	2,400	4,134	3,525	3,600	3,600	75
01-09-81100	Uniform Rental	5,064	5,787	5,805	6,225	6,225	420
01-09-81200	Medical Exams	812	1,024	888	414	500	(388)
PERSONNEL SERVICES		243,185	368,549	410,671	377,523	399,676	(10,995)
01-09-83000	Supplies	\$ 10,224	\$ 21,280	\$ 15,000	17,906	18,000	3,000
01-09-83300	Minor Tools	359		1,500	119	1,500	-
01-09-83500	Safety Supplies	1,730	1,755	2,000	1,416	2,000	-
01-09-83700	Misc. Supplies	372	188	250	-	250	-
MATERIALS & SUPPLIES		12,685	23,223	18,750	19,441	21,750	3,000

CITY OF NICHOLS HILLS
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
GENERAL FUND

Account Number	Department Activity	Actual Expenditures FY 2022-23	Actual Expenditures FY 2023-24	Current Budget FY 2024-2025	Estimated Actual FY 2024-2025	Proposed Budget FY 2025-2026	Proposed minus Current
01-09-84000	Equipment Maintenance	3,659	10,681	4,000	46,475	6,000	2,000
01-09-84100	Vehicle Maintenance	16,031	7,641	5,000	10,887	6,000	1,000
01-09-84600	Lease/Rental	430	1,406	1,500	1,183	1,500	-
01-09-84700	Telephone	1,459	1,784	1,500	1,665	1,665	165
01-09-84800	Utilities	930	3,253	4,061	3,393	3,393	(668)
01-09-84900	Fuel	6,373	9,505	6,500	10,206	7,000	500
01-09-85500	Street Lighting	92,108	93,100	91,000	101,592	101,592	10,592
OTHER SERVICES & CHARGES		120,990	127,370	113,561	175,401	127,150	13,589
01-09-99000	Transfer to CIP	51,023	51,023	51,023	51,023	51,023	-
TRANSFER OUT		51,023	51,023	51,023	51,023	51,023	-
TOTAL STREET BUDGET		\$ 427,883	\$ 570,165	\$ 594,005	\$ 623,388	\$ 599,599	\$ 5,594

CITY OF NICHOLS HILLS
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
GENERAL FUND

Account Number	Department Activity	Actual Expenditures FY 2022-23	Actual Expenditures FY 2023-24	Current Budget FY 2024-2025	Est. Actual FY 2024-2025	Proposed Budget FY 2025-2026	Proposed minus Current
SANITATION DIVISION OF PUBLIC WORKS							
01-10-80100	Salaries	\$ 455,913	\$ 512,064	\$ 588,584	\$ 567,516	592,786	\$ 4,202
01-10-80300	FICA / Medicare	34,878	39,216	53,202	43,416	53,943	741
01-10-80400	Dental	5,124	6,011	6,200	6,202	6,202	2
01-10-80500	Health Insurance	86,789	91,293	99,541	93,338	90,364	(9,177)
01-10-80600	Worker's Comp.	24,012	22,632	22,665	13,205	14,572	(8,093)
01-10-80700	Unemployment	3,121	2,666	3,004	2,504	3,004	-
01-10-80800	OMRF Pension	35,965	40,725	51,247	45,055	47,423	(3,824)
01-10-81100	Uniform Rental	11,499	9,472	9,300	10,306	10,306	1,006
01-10-81200	Medical Exams	860	1,011	1,445	411	500	(945)
TOTAL PERSONNEL SERVICES		658,161	725,090	835,188	781,951	819,099	(16,089)
01-10-83000	Supplies	1,259	1,974	2,000	1,727	2,000	-
01-10-83500	Safety Supplies	2,163	1,421	2,000	1,712	2,000	-
01-10-83700	Misc. Supplies	926	25	500	225	500	-
TOTAL MATERIAL & SUPPLIES		4,348	3,420	4,500	3,663	4,500	-
01-10-84000	Equipment Maintenance	1,559	1,357	1,500	1,372	1,500	-
01-10-84100	Vehicle Maintenance	39,326	23,822	21,000	22,310	21,000	-
01-10-84600	Lease/Rental	235	-	-	-	-	-
01-10-84000	Telephone	1,470	1,744	1,740	1,547	1,547	(193)
01-10-84800	Utilities	930	3,253	3,500	3,393	3,393	(107)
01-10-84900	Fuel	19,335	17,542	15,939	21,126	21,126	5,187
01-10-85800	Landfill Disposal	84,289	68,675	85,000	81,372	82,000	(3,000)
01-10-85825	Commercial Garbage Disposal	120,075	127,113	130,000	130,843	130,000	-
TOTAL OTHER SERVICES & CHARGES		267,219	243,506	258,679	261,963	260,566	1,887
01-10-99000	Transfer to CIP	88,309	88,309	88,309	88,309	88,309	-
TRANSFER OUT		88,309	88,309	88,309	88,309	88,309	-
TOTAL SANITATION DEPT. BUDGET		\$ 1,018,037	\$ 1,060,325	\$ 1,186,676	\$ 1,135,887	\$ 1,172,474	\$ (14,202)

CITY OF NICHOLS HILLS
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
GENERAL FUND

Account Number	Department Activity	Actual Expenditures FY 2022-23	Actual Expenditures FY 2023-24	Current Budget FY 2024-2025	Estimated Actual FY 2024-2025	Proposed Budget FY 2025-2026	Proposed minus Current
PARKS DIVISION OF PUBLIC WORKS							
01-11-83000	Supplies	127	27	-	-	-	-
TOTAL SUPPLIES		127	27	-	-	-	-
01-11-84000	Equipment Maintenance	208	-		-	-	-
01-11-84800	Utilities	-	1,446		2,632	-	-
01-11-85700	Park Maintenance	21,703	43,585	32,560	51,683	40,000	7,440
01-11-85900	Park Main. Contract	196,590	207,090	220,000	211,452	226,600	6,600
OTHER SERVICES & CHARGES		218,501	252,121	252,560	265,767	266,600	14,040
01-11-99000	Transfer to CIP	11,667	1,736,040	300,000	-	-	(300,000)
TRANSFER OUT		11,667	1,736,040	300,000	-	-	(300,000)
TOTAL PARKS DIVISION BUDGET		<u>\$ 230,295</u>	<u>\$ 1,988,188</u>	<u>\$ 552,560</u>	<u>\$ 265,767</u>	<u>\$ 266,600</u>	<u>\$ (285,960)</u>

CITY OF NICHOLS HILLS
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
GENERAL FUND

Account Number	Department Activity	Actual Expenditures FY 2022-23	Actual Expenditures FY 2023-24	Current Budget FY 2024-2025	Estimated Actual FY 2024-2025	Proposed Budget FY 2025-2026	Proposed minus Current
PUBLIC WORKS ADMINISTRATION							
01-12-80100	Salaries	\$ 156,555	\$ 178,642	\$ 204,600	172,426	188,112	\$ (16,488)
01-12-80300	FICA / Medicare	12,009	13,726	18,485	13,250	17,119	(1,366)
01-12-80400	Dental Insurance	965	1,240	1,240	1,240	1,240	-
01-12-80500	Health Insurance	22,039	27,658	29,337	25,756	29,938	601
01-12-80600	Worker's Comp.	4,802	4,527	4,533	2,641	4,270	(263)
01-12-80700	Unemployment	619	543	601	640	640	39
01-12-80800	OMRF Pension	12,111	14,199	16,367	13,682	15,049	(1,318)
01-12-81200	Medical Exams	175	96	500	180	500	-
PERSONAL SERVICES		209,275	240,631	275,663	229,815	256,867	(18,796)
01-12-83000	Supplies	924	597	1,500	810	1,500	-
01-12-83200	Office Supplies	1,822	2,560	3,000	4,084	3,000	-
01-12-83700	Misc. Expenses	352	-	500	130	500	-
MATERIALS & SUPPLIES		3,098	3,157	5,000	5,024	5,000	-
01-12-84000	Equipment Maintenance	3,835	7,121	5,000	9,362	5,000	-
01-12-84100	Vehicle Maintenance	324	4,187	1,500	5,707	2,000	500
01-12-84200	Building Maintenance	13,733	5,902	6,000	18,142	16,000	10,000
01-12-84150	Wash Bay Maintenance	-	-	-	-	2,100	2,100
01-12-84250	Fueling Station Maintenance	822	1,894	2,000	2,622	2,000	-
01-12-84300	Training/Membership	2,992	4,540	7,500	7,931	8,000	500
01-12-84400	Software Agreements	-	240	360	-	360	-

CITY OF NICHOLS HILLS
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
GENERAL FUND

Account Number	Department Activity	Actual Expenditures FY 2022-23	Actual Expenditures FY 2023-24	Current Budget FY 2024-2025	Estimated Actual FY 2024-2025	Proposed Budget FY 2025-2026	Proposed minus Current
01-12-84600	Lease/Rental	656	3,015	3,500	3,006	3,500	-
01-12-84700	Telephone	6,195	5,075	6,000	2,937	3,000	(3,000)
01-12-84800	Utilities	931	3,253	4,061	3,393	3,393	(668)
01-12-84900	Fuel	4,954	2,280	2,500	1,663	1,700	(800)
01-12-84950	EV Charging	-	569	650	510	510	(140)
01-12-85000	Janitorial Service	8,940	8,195	9,000	9,600	9,600	600
01-12-86300	Publications	-	-	100	-		(100)
OTHER SERVICES & CHARGES		43,382	46,271	48,171	64,874	57,163	8,992
01-12-99000	Transfer to CIP	8,770	8,770	8,770	8,770	8,770	-
TRANSFER OUT		8,770	8,770	8,770	8,770	8,770	-
PUBLIC WORKS ADMIN.		\$ 264,525	\$ 298,829	\$ 337,604	\$ 308,484	\$ 327,800	\$ (9,804)

CITY OF NICHOLS HILLS
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
GENERAL FUND

Account Number	Department Activity	Actual Expenditures FY 2022-23	Actual Expenditures FY 2023-24	Current Budget FY 2024-2025	Estimated Actual FY 2024-2025	Proposed Budget FY 2025-2026	Proposed minus Current
GENERAL GOVERNMENT							
01-13-83000	Supplies	\$ 18,722	\$ 21,957	\$ 21,000	\$ 20,549	\$ 21,000	\$ -
MATERIALS & SUPPLIES		18,722	21,957	21,000	20,549	21,000	-
01-13-84000	Equipment Maintenance	19,646	9,883	20,000	33,359	28,000	8,000
01-13-84200	Building Maintenance	97,241	44,265	40,000	87,357	40,000	-
01-13-84300	Training	1,739	2,267	3,000	3,000	3,000	-
01-13-84600	Lease Rental	495	279	500	5,177	1,000	500
01-13-84700	Telephone	524	541	700	548	700	-
01-13-84800	Utilities	31,731	27,425	25,000	26,008	25,000	-
01-13-84950	EV Charging	23,213	695	-	-	20,000	20,000
01-13-85000	Janitorial Service	15,562	16,721	18,260	16,933	18,260	-
01-13-85400	Bank Charges	70,801	91,433	80,000	140,657	150,000	70,000
01-13-86050	Consulting Fees	35,583	3,310	-	-	20,000	20,000
01-13-86100	Liability Insurance/Bonds	169,426	182,016	287,110	325,048	340,000	52,890
01-13-86300	Legal Publications	24,978	32,226	30,000	13,033	20,000	(10,000)
01-13-86400	Auditing Fees	20,507	24,953	30,000	31,878	30,000	-
01-13-86500	Election Expense	-	4,358	6,000	4,612	6,000	-
01-13-86600	ACOG Dues	3,221	3,404	3,450	7,104	3,600	150
01-13-86700	OML Dues	7,724	8,377	5,900	11,437	8,600	2,700

CITY OF NICHOLS HILLS
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
GENERAL FUND

Account Number	Department Activity	Actual Expenditures FY 2022-23	Actual Expenditures FY 2023-24	Current Budget FY 2024-2025	Estimated Actual FY 2024-2025	Proposed Budget FY 2025-2026	Proposed minus Current
01-13-86800	Reassessment	29,912	28,568	28,000	59,817	35,000	7,000
01-13-86900	Postage	9,792	6,846	8,000	6,136	8,000	-
01-13-87000	Misc. Expenses	59,380	74,510	102,376	59,408	111,500	9,124
OTHER SERVICES & CHARGES		621,475	562,077	688,296	831,512	868,660	180,364
01-13-87100	H.R.A.	15,993	11,558	20,000	18,284	20,000	-
01-13-87200	Education Scholarship	3,750	5,350	10,000	2,133	10,000	-
HRA		19,743	16,908	30,000	18,284	30,000	-
01-13-88100	Capital Outlay	1,272,648	87,185	-	227,506	42,000	42,000
Capital Outlay		1,272,648	87,185	-	227,506	42,000	42,000
01-13-99900	Transfer out to CIP	-	-	500,000	-		(500,000)
TRANSFER OUT		-	-	500,000	-	-	(500,000)
GENERAL GOVERNMENT BUDGET		\$ 1,932,588	\$ 688,127	\$ 1,239,296	\$ 870,345	\$ 961,660	\$ (277,636)

CITY OF NICHOLS HILLS
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHC
GENERAL FUND

Account Number	Department Activity	Actual Expenditures FY 2022-23	Actual Expenditures FY 2023-24	Current Budget FY 2024-2025	Estimated Actual FY 2024-2025	Proposed Budget FY 2025-2026	Proposed minus Current
CODE DIVISION							
01-14-80100	Salaries	\$ 254,361	\$ 304,538	\$ 370,238	\$ 384,514	\$ 447,529	\$ 77,291
01-14-80200	Overtime	387	384	775	-		(775)
01-14-80300	FICA / Medicare	19,488	23,361	33,547	29,415	40,725	7,178
01-14-80400	Dental Insurance	1,964	2,713	3,721	3,101	3,721	-
01-14-80500	Health Insurance	37,438	47,721	55,960	41,270	55,757	(203)
01-14-80600	Worker's Comp.	9,605	9,053	13,598	7,923	12,810	(788)
01-14-80700	Unemployment	1,563	1,770	1,803	854	1,803	-
01-14-80800	OMRF Pension	20,179	23,983	29,619	29,930	35,802	6,183
01-14-81100	Uniform Rental	5,398	6,678	7,001	7,003	7,056	55
01-14-81200	Medical Exams	228	602	776	304	776	-
PERSONNEL SERVICES		350,611	420,803	517,038	504,314	605,978	88,940
01-14-83000	Supplies	2,337	3,157	4,000	2,981	4,000	-
01-14-83200	Office Supplies	419	219	350	64	350	-
01-14-83500	Safety Supplies	300	570	300	852	500	200
MATERIALS & SUPPLIES		3,056	3,946	4,650	3,897	4,850	200
01-14-84000	Equipment Maintenance	308	-		-		-
01-14-84100	Vehicle Maintenance	2,284	9,107	3,000	3,833	3,000	-
01-14-84300	Training/Membership	4,038	7,970	7,000	8,901	9,000	2,000

CITY OF NICHOLS HILLS
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHC
GENERAL FUND

Account	Department	Actual Expenditures FY 2022-23	Actual Expenditures FY 2023-24	Current Budget FY 2024-2025	Estimated Actual FY 2024-2025	Proposed Budget FY 2025-2026	Proposed minus Current
Number	Activity						
01-14-84600	Software Agreement	25,123	10,933	18,532	26,958	15,000	(3,532)
01-14-84700	Telephone	5,755	6,498	6,308	6,831	6,831	523
01-14-84800	Utilities	931	3,253	4,061	3,393	3,393	(668)
01-14-84900	Fuel	2,844	5,147	3,000	4,822	3,000	-
01-14-85300	Animal Welfare	-	1,868	2,398	9,181	2,500	102
01-14-88850	Life and Safety	500	2,149	2,000	400	2,000	-
OTHER SERVICES & CHARGES		41,783	46,925	46,299	64,319	44,724	(1,575)
01-14-99000	Transfer to CIP	18,757	18,757	18,757	18,757	18,757	-
TRANSFER OUT		18,757	18,757	18,757	18,757	18,757	-
CODE DIVISION BUDGET		\$ 414,207	\$ 490,431	\$ 586,744	\$ 591,288	674,309	\$ 87,565

CITY OF NICHOLS
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
GENERAL FUND

Account	Department						
Number	Activity	Actual Expenditures FY 2022-23	Actual Expenditures FY 2023-24	Current Budget FY 2024-2025	Estimated Actual FY 2024-2025	Proposed Budget FY 2025-2026	Proposed minus Current
SAFETY & RISK MANAGEMENT							
01-15-80100	Salaries	\$ 128,812	\$ 141,055	\$ 146,969	\$ 149,767	\$ 144,373	\$ (2,596)
01-15-80300	FICA / Medicare	10,019	10,978	11,144	11,677	10,943	(201)
01-15-80400	Dental	525	620	621	620	621	-
01-15-80500	Health Insurance	18,983	19,843	19,843	19,843	21,232	1,389
01-15-80600	Worker's Comp.	2,401	2,263	2,266	1,321	1,457	(809)
01-15-80700	Unemployment	257	270	200	-	200	-
01-15-80800	OMRF Pension	10,207	11,182	11,654	11,841	11,443	(211)
01-15-81200	Medical Exam	-	48	100	129	100	-
PERSONNEL SERVICES		171,204	186,259	192,797	195,197	190,369	(2,428)
01-15-83000	Supplies	10,157	6,513	10,000	9,750	22,000	12,000
SUPPLIES		10,157	6,513	10,000	9,750	22,000	12,000
01-15-84100	Vehicle Maintenance	154	290	500	471	500	-
01-15-84300	Training and Membership	3,929	8,729	8,000	9,657	8,000	-
01-15-84700	Telephone	1,787	1,018	1,800	1,072	1,500	(300)
01-15-84850	Wellness Program	23,534	10,518	10,000	10,719	10,000	-
01-15-84900	Fuel	1,376	1,099	1,500	957	1,000	(500)
OTHER SERVICES & CHARGES		30,780	21,654	21,800	22,876	21,000	(800)
01-15-99000	Transfer to CIP	5,448	5,448	5,448	5,448	5,448	-
TRANSFER OUT		5,448	5,448	5,448	5,448	5,448	-
SAFETY & RISK MANAGEMENT		\$ 217,589	\$ 219,874	\$ 230,045	\$ 233,271	\$ 238,817	\$ 8,772

CITY OF NICHOLS HILLS
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
GENERAL FUND

Account Number	Department Activity	Actual Expenditures FY 2022-23	Actual Expenditures FY 2023-24	Current Budget FY 2024-2025	Estimated Actual FY 2024-2025	Proposed Budget FY 2025-2026	Proposed minus Current
INFORMATION SYSTEMS							
01-16-80100	Salaries	\$ 208,940	\$ 195,399	\$ 184,725	\$ 163,816	\$ 210,987	\$ 26,262
01-16-80200	Overtime	-	-	-		-	
01-16-80300	FICA / Medicare	16,259	15,161	14,557	12,769	16,280	1,723
01-16-80400	Dental	1,051	982	1,242	1,034	1,242	-
01-16-80500	Health Insurance	32,876	28,315	28,095	25,346	30,062	1,967
01-16-80600	Worker's Comp.	4,802	4,527	4,533	1,511	4,570	37
01-16-80700	Unemployment	521	560	400	355	400	-
01-16-80800	OMRF Pension	16,951	14,341	15,199	13,284	17,000	1,801
01-16-81200	Medical Expenses	-	25	-	180		-
01-16-81400	Car Allowance	3,600	2,775	1,800	3,100	3,600	1,800
PERSONNEL SERVICES		285,000	262,085	250,551	221,394	284,141	33,590
01-16-83000	Supplies	2,744	3,152	4,000	1,268	4,000	-
SUPPLIES		2,744	3,152	4,000	1,268	4,000	-
01-16-84000	Equipment Maintenance	67,423	121,890	150,000	219,586	178,000	28,000
01-16-84200	Building Maintenance	344	655	2,000	2,162	2,000	-
01-16-84300	Training/Membership	8,893	5,582	11,000	434	11,000	-
01-16-84600	Lease/Rental	20,930	23,511	27,000	35,410	13,500	(13,500)
01-16-84700	Telephone	3,729	7,251	5,000	3,384	10,000	5,000
01-16-86050	Consulting Fees	1,575	5,803	8,000	6,430	18,500	10,500
OTHER SERVICES & CHARGES		102,894	164,692	203,000	267,405	233,000	30,000
01-16-99000	Transfer to CIP	87,664	87,664	87,664	87,664	87,664	-
TRANSFER OUT		87,664	87,664	87,664	87,664	87,664	-
INFORMATION SYSTEMS		\$ 478,302	\$ 517,593	\$ 545,215	\$ 577,732	\$ 608,805	\$ 63,590

CITY OF NICHOLS HILLS
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY

Proposed Budget

2025-2026

GENERAL FUND

<u>Dept.</u>	Activity	
	Depreciation Transfer	424,033
	Grant Revenue	269,441
	Carryover from Fund Balance	4,088,298
	TOTAL AVAILABLE FUNDS	4,781,772
<u>Administration</u>		
07-02-88200	Furniture	13,617
07-02-88400	Software	37,489
07-02-88500	Equipment	39,744
		90,849
<u>Police Dept.</u>		
07-06-88100	Vehicles	644,694
07-06-88200	Furniture	8,366
07-06-88400	Software	17,680
07-06-88500	Equipment	147,511
07-06-88600	Radios	141,946
07-06-88700	Guns	33,621
		993,817
<u>Fire Dept.</u>		
07-07-88100	Vehicles	50,076
07-07-88150	Fire Trucks Reserve	280,150
07-07-88200	Furniture	111,036
07-07-88400	Software	6,007
07-07-88500	Equipment	87,661
07-07-88600	Radios	14,563
07-07-88800	Medical Equipment	47,516
07-07-88900	SCBA	65,784
07-07-89100	Hose	23,297
		686,091

Streets

07-09-88100	Vehicles	74,670
07-09-88500	Equipment	113,008
07-09-89200	Monument Entry	14,601
		202,279

Sanitation

07-10-88100	Vehicles	431,088
07-10-88500	Equipment	42,008
		473,096

Parks Dept

07-11-88000	Capital Outlay	1,236,241
07-11-88500	Equipment	107,906
		1,344,147

Public Works Administration

07-12-88100	Vehicles	21,937
07-12-88500	Capital Improvement-Equipment	17,352
07-12-88200	Furniture	33,551
		72,840

General Government

07-13-88000	Capital Outlay	177,286
		177,286

Code

07-14-88100	Vehicles	256,065
07-14-88400	Software	34,651
		290,716

Risk Management

07-15-88100	Vehicles	77,162
07-15-88200	Furniture	1,604
07-15-88500	Equipment	18,411
		97,178

Information Management Systems

07-16-88200	Furniture	8,513
07-16-88300	Computers	80,614
07-16-88500	Equipment	219,027
07-16-88400	Software	21,128
07-16-88600	Radios	1,191
07-16-88500	Building - Insulation	23,000
		353,473

TOTAL GENERAL FUND CIP FUND

4,781,772

NICHOLS HILLS MUNICIPAL AUTHORITY CIP FUND

Depreciation Transfer	76,836
Carryover from Fund Balance	2,102,069
TOTAL AVAILABLE FUNDS	2,178,905

NHMA

13-12-88100	Vehicles	25,909
13-12-88400	Software	82,860
13-12-88500	Equipment	913,979
13-12-88600	Communications - Radios	6,690
13-12-89200	Water Wells	788,049
13-12-89300	Reserve for Paint water tower	321,497
13-16-88300	Computers	39,921
TOTAL NHMA CIP FUND BUDGET		2,178,905

Total General Fund and	
NHMA Capital Improvement Budget	6,960,677

CITY OF NICHOLS HILLS
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY

GENERAL FUND

<u>Dept.</u>	<u>Activity</u>	<u>Estimated Beginning 25-26</u>	<u>Budgeted Depreciation Transfer</u>	<u>Estimated Revenue</u>	<u>25-26 Requests</u>	<u>Estimated Ending 25-26</u>
<u>Administration</u>						
07-02-88200	Furniture	13,617				13,617
07-02-88400	Software	37,489				37,489
07-02-88500	Equipment	39,744				39,744
<u>Police Dept.</u>						
07-06-88100	Vehicles	634,694	10,000			644,694
07-06-88200	Furniture	7,486	880			8,366
07-06-88400	Software	15,780	1,900			17,680
07-06-88500	Equipment	121,758	25,753		(100,000)	47,511
07-06-88600	Radios	130,283	11,663			141,946
07-06-88700	Guns	31,646	1,975		(20,000)	13,621
<u>Fire Dept.</u>						
07-07-88100	Vehicles	45,076	5,000			50,076
07-07-88150	Fire Trucks Reserve	255,150	25,000		(180,000)	100,150
07-07-88200	Furniture	71,902	39,134			111,036
07-07-88400	Software	5,407	600			6,007
07-07-88500	Equipment	75,414	12,247		(29,500)	58,161
07-07-88600	Radios	9,939	4,624		(2,550)	12,013
07-07-88800	Medical Equipment	35,046	12,470		(2,100)	45,416
07-07-88900	SCBA	57,610	8,174			65,784
07-07-89100	Hose	18,655	4,642			23,297
<u>Streets</u>						
07-09-88100	Vehicles	55,206	19,464			74,670
07-09-88500	Equipment	81,449	31,559		(6,200)	106,808
07-09-89200	Monument Entry	14,601				14,601

<u>Sanitation</u>						
07-10-88100	Vehicles	213,092	86,809	131,187		431,088
07-10-88500	Equipment	40,508	1,500			42,008
<u>Parks Dept</u>						
07-11-88000	Capital Outlay	1,236,241		(1,235,578)		663
07-11-88500	Equipment	107,906				107,906
<u>Public Works Administration</u>						
07-12-88100	Vehicles	(30,597)	4,570	47,964		21,937
07-12-88500	Capital Improvement-Equipment	(2,988)	3,000	17,340	(4,200)	13,152
07-12-88200	Furniture	32,351	1,200			33,551
<u>General Government</u>						
07-13-88000	Capital Outlay	177,286	-	(177,286)		-
<u>Code</u>						
07-14-88100	Vehicles	169,058	14,057	72,950		256,065
07-14-88400	Software	29,951	4,700			34,651
<u>Risk Management</u>						
07-15-88100	Vehicles	73,271	3,891			77,162
07-15-88200	Furniture	1,604				1,604
07-15-88500	Equipment	16,854	1,557	(7,700)		10,711
<u>Information Management Systems</u>						
07-16-88200	Furniture	6,513	2,000	(2,500)		6,013
07-16-88500	Equipment	48,785	31,829	(34,500)		46,114
07-16-88300	Computers	165,192	53,835	(20,000)		199,027
07-16-88400	Software	21,128				21,128
07-16-88500	Building - Insulation	1,191				1,191
07-16-88600	Radio/Communication	23,000				23,000
TOTAL GENERAL FUND CIP FUND		4,088,298	424,033	269,441	(1,822,114)	2,690,217

NICHOLS HILLS MUNICIPAL AUTHORITY CIP FUND

<u>Dept.</u>	Activity	Estimated Beginning 25-26	Actual Depreciation Transfer	Estimated Revenue	25-26 Requests	Estimated Ending 25-26
	<u>NHMA</u>					
13-12-88100	Vehicles	6,007	19,902			25,909
13-12-88400	Software	75,270	7,590			82,860
13-12-88500	Equipment	880,378	33,601		(913,979)	0
13-12-88600	Communications - Radios	5,937	753			6,690
13-12-89200	Water Wells	788,049	-			788,049
13-12-89300	Reserve for Paint water tower	311,497	10,000			321,497
13-16-88300	Computers	34,931	4,990			39,921
	TOTAL NHMA CIP FUND BUDGET	2,102,069	76,836	-	(913,979)	1,264,927
Total General Fund and NHMA Capital Improvement Budget		6,190,367	500,869	269,441	(2,736,093)	3,955,143

CITY OF NICHOLS HILLS
STREET & ALLEY FUND
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY

Account		Actual Revenues	Actual Revenues	Current Budget	Estimated Actual	Proposed Budget	Proposed minus
Number	Activity	FY 2022-23	FY 2023-24	FY 2024-2025	FY 2024-2025	FY 2025-2026	Current
02-00-73400	Gasoline Tax	\$ 6,821	\$ 6,760	\$ 6,449	\$ 6,820	\$ 6,479	\$ 30
02-00-73450	Motor Vehicle License	28,107	27,919	24,368	25,657	24,374	6
02-00-78500	Interest Income	9,457	13,471	12,664	13,547	12,870	206
02-00-79800	Carryover	-	-	280,000	290,000	328,000	48,000
FUNDS AVAILABLE FOR BUDGET		<u>\$ 44,385</u>	<u>\$ 48,150</u>	<u>\$ 323,481</u>	<u>\$ 336,023</u>	<u>371,722</u>	<u>48,241</u>

Account		Actual Expenditures	Actual Expenditures	Proposed Budget	Estimated Actual	Proposed Budget	Proposed minus
Number	Activity	FY 2022-23	FY 2023-24	FY 2023-2024	FY 2024-2025	FY 2025-2026	Current
02-09-85800	Contingency	-	-	323,481	-	371,722	48,241
TOTAL EXPENDITURES		<u>\$ -</u>	<u>\$ -</u>	<u>\$ 323,481</u>	<u>\$ -</u>	<u>\$ 371,722</u>	<u>\$ 48,241</u>

CITY OF NICHOLS HILLS
DESIGNATED ACCOUNTS FUND
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY

Fund 03 - Designated Fund - Fire and General Employees

Department Activity		Actual Revenues / Expenditures FY 2022-23	Actual Revenues / Expenditures FY 2023-24	Current Budget FY 2024-2025	Estimated Actual FY 2024-2025	Proposed Budget FY 2025-2026
03-07-79507	Fire Department	\$ 755	\$ 488	\$ 60	\$ 662	\$ 60
03-07-79806	Fire Carryover			1,100	1,300	1,400
TOTAL		\$ 755	\$ 488	\$ 1,160	\$ 1,962	\$ 1,460
Projected Expenses:						
03-07-83000	Fire Supplies	1,118	797	1,160	220	1,460
TOTAL		\$ 1,118	\$ 797	\$ 1,160	\$ 220	\$ 1,460

CITY OF NICHOLS HILLS
DESIGNATED ACCOUNTS FUND
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY

Fund 04 - Police Department

Department Activity		Actual Revenues / Expenditures FY 2022-23	Actual Revenues / Expenditures FY 2023-24	Current Budget FY 2024-2025	Estimated Actual FY 2024-2025	Proposed Budget FY 2025-2026
04-00-79506	Police Department	\$ 4,259	\$ 16,093	\$ 2,400	\$ 1,862	\$ 2,000
04-00-79806	Police Carryover	-	-	46,000	42,000	35,000
TOTAL		<u>\$ 4,259</u>	<u>\$ 16,093</u>	<u>\$ 48,400</u>	<u>\$ 43,862</u>	<u>\$ 37,000</u>
Projected Expenses:						
04-06-83000	Police Supplies	1,803	3,703	48,400	13,156	37,000
04-06-83300	Animal Control Supplies	27,301	-	-	-	-
TOTAL		<u>\$ 29,104</u>	<u>\$ 3,703</u>	<u>\$ 48,400</u>	<u>\$ 13,156</u>	<u>\$ 37,000</u>

CITY OF NICHOLS HILLS
DESIGNATED ACCOUNTS FUND
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY

Fund 05 - Public Works

Department Activity		Actual Revenues / Expenditures FY 2022-23	Actual Revenues / Expenditures FY 2023-24	Current Budget FY 2024-2025	Estimated Actual FY 2024-2025	Proposed Budget FY 2025-2026
05-00-79512	Public Works Department	\$ 292	\$ 665	\$ 2,200	\$ 1,271	\$ 100
05-00-79812	Public Works Carryover	-	-		2,900	3,000
05-00-79513	Animal Welfare Revenue	-	-	-	-	600
05-00-79813	Animal Welfare Carryover	-	-	19,335	22,000	23,000
TOTAL		\$ 292	\$ 665	\$ 2,200	\$ 26,171	\$ 26,700
Projected Expenses:						
05-12-83000	P.W. Supplies	-	-	2,200	-	3,100
05-12-83013	Animal Welfare Supplies			19,335	-	23,600
TOTAL		\$ -	\$ -	\$ 21,535	\$ -	\$ 26,700

CITY OF NICHOLS HILLS
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
SINKING FUND

REVENUES

Activity		Actual Revenues FY 2022-23	Actual Revenues FY 2023-24	Current Budget FY 2024-2025	Est. Actual FY 2024-2025	Proposed Budget FY 2025-2026
08-00-71650	Ad Valorem Tax Revenue	4,552,683	5,832,122	6,393,638	6,224,897	6,526,865
08-00-78500	Interest Income	113,919	162,358	40,000	89,053	80,148
08-00-79800	Carryover			60,000	404,000	275,000
TOTAL REVENUES		\$ 4,666,602	\$ 5,994,480	\$ 6,493,638	\$ 6,717,950	\$ 6,882,013

EXPENDITURES

Activity		Actual Expenses FY 2022-23	Actual Expenses FY 2023-24	Proposed Budget FY 2024-2025	Est. Actual FY 2024-2025	Proposed Budget FY 2025-2026
08-13-85400	Bank Charges	645	1,252	850	2,404	2,700
08-13-91000	Principle Payments	4,255,000	4,605,000	4,910,000	4,910,000	5,310,000
08-13-92000	Interest Payments	1,025,825	1,392,888	1,579,938	1,448,313	1,566,163
08-13-93000	Fiscal Charges	2,250	2,550	2,850	2,850	3,150
TOTAL EXPENDITURES		\$ 5,283,720	\$ 6,001,690	\$ 6,493,638	\$ 6,363,567	\$ 6,882,013

CITY OF NICHOLS HILLS
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
911 Fund

REVENUES

Activity		Actual Revenues FY 2022-23	Actual Revenues FY 2023-24	Current Budget FY 2024-2025	Est. Actual FY 2024-2025	Proposed Budget FY 2025-2026
10-00-71800	911 Revenue	8,903	16,726	8,000	22,240	15,000
10-00-78500	Interest Income	2,803	4,071	3,776	4,501	4,051
10-00-79800	Carryover	-	-	86,000	92,000	114,000
TOTAL REVENUES		\$ 11,706	\$ 20,797	\$ 97,776	\$ 118,742	\$ 133,051

EXPENDITURES

Activity		Actual Expenses FY 2021-22	Actual Expenses FY 2023-24	Proposed Budget FY 2023-2024	Est. Actual FY 2024-2025	Proposed Budget FY 2025-2026
10-26-83975	Contingency Fund	-	-	97,776	-	133,051
TOTAL EXPENDITURES		\$ -	\$ -	\$ 97,776	\$ -	\$ 133,051

CITY OF NICHOLS HILLS
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
Impound Fee - Police

REVENUES

		Actual Revenues FY 2022-23	Actual Revenues FY 2023-24	Current Budget FY 2024-2025	Est. Actual FY 2024-2025	Proposed Budget FY 2025-2026
Activity						
11-00-76350	Police Impound Fees	\$ 4,800	\$ 7,300	\$ 6,080	11,067	\$ 9,960
11-00-78500	Interest Income	1,363	1,971	1,839	2,143	1,929
11-00-79800	Carryover	-	-	41,000	43,000	45,000
TOTAL REVENUES		<u>\$ 6,163</u>	<u>\$ 9,271</u>	<u>\$ 48,919</u>	<u>\$ 56,210</u>	<u>\$ 56,889</u>

EXPENDITURES

		Actual Expenses FY 2022-23	Actual Expenses FY 2023-24	Current Budget FY 2024-2025	Est. Actual FY 2024-2025	Proposed Budget FY 2025-2026
Activity						
11-06-84000	Equipment Maintenance	-	-	5,000	10,897	5,000
11-06-86850	Software Maintenance	-	-	4,000	-	4,000
11-06-86875	Automated License Plate Reader Maintenance	-	-	39,919	-	47,889
TOTAL EXPENDITURES		<u>\$ -</u>	<u>\$ -</u>	<u>\$ 48,919</u>	<u>\$ 10,897</u>	<u>\$ 56,889</u>

CITY OF NICHOLS HILLS
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
WATER IMPACT FEES FUND

REVENUES

Activity		Actual Revenues FY 2022-23	Actual Revenues FY 2023-24	Current Budget FY 2024-2025	Est. Actual FY 2024-2025	Proposed Budget FY 2025-2026
14-00-75350	Water Capacity Charges	\$ 9,520	\$ 13,625	\$ 15,282	10,620	\$ 9,558
14-00-78500	Interest Income	5,745	7,784	7,371	7,493	6,743
14-00-79800	Carryover	-	-	160,000	162,000	170,000
TOTAL REVENUES		<u>\$ 15,265</u>	<u>\$ 21,409</u>	<u>\$ 182,653</u>	<u>\$ 180,113</u>	<u>\$ 186,301</u>

EXPENDITURES

Activity		Actual Expenses FY 2018-19	Actual Expenses FY 2023-24	Current Budget FY 2024-2025	Est. Actual FY 2024-2025	Proposed Budget FY 2025-2026
14-22-89900	Capital - Water System	-	-	182,653	-	186,301
TOTAL EXPENDITURES		<u>\$ -</u>	<u>\$ -</u>	<u>\$ 182,653</u>	<u>\$ -</u>	<u>\$ 186,301</u>

CITY OF NICHOLS HILLS
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
SEWER IMPACT FEES FUND

REVENUES

Activity		Actual Revenues FY 2022-23	Actual Revenues FY 2023-24	Current Budget FY 2024-2025	Est. Actual FY 2024-2025	Proposed Budget FY 2025-2026
15-00-75750	Sewer Capacity Charges	\$ 8,289	\$ 15,473	\$ 17,499	11,053	\$ 9,948
15-00-78500	Interest Income	3,835	5,435	5,114	5,372	4,835
15-00-79800	Carryover	-	-	113,100	116,000	128,000
TOTAL REVENUES		<u>\$ 12,124</u>	<u>\$ 20,908</u>	<u>\$ 135,713</u>	<u>\$ 132,425</u>	<u>\$ 142,783</u>

EXPENDITURES

Activity		Actual Expenses FY 2021-22	Actual Expenses FY 2023-24	Current Budget FY 2024-2025	Est. Actual FY 2024-2025	Proposed Budget FY 2025-2026
15-23-89900	Capital - Sewer System	-	-	135,713	-	142,783
TOTAL EXPENDITURES		<u>\$ -</u>	<u>\$ -</u>	<u>\$ 135,713</u>	<u>\$ -</u>	<u>\$ 142,783</u>

CITY OF NICHOLS HILLS
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
DRAINAGE FEE FUND

REVENUES

Activity		Actual Revenues FY 2022-23	Actual Revenues FY 2023-24	Current Budget FY 2024-2025	Est. Actual FY 2024-2025	Proposed Budget FY 2025-2026
17-00-75370	Drainage Fee	\$ 65,410	\$ 65,331	\$ 62,059	65,397	\$ 58,857
17-00-78500	Interest Income	7,642	12,939	11,983	14,274	12,846
17-00-79800	Carryover	-	-	284,000	298,000	350,000
TOTAL REVENUES		<u>\$ 73,052</u>	<u>\$ 78,270</u>	<u>\$ 358,042</u>	<u>\$ 377,671</u>	<u>\$ 421,704</u>

EXPENDITURES

Activity		Actual Expenditures FY 2022-23	Actual Expenses FY 2023-24	Current Budget FY 2024-2025	Est. Actual FY 2024-2025	Proposed Budget FY 2025-2026
17-24-89900	Drainage System	-	-	358,042	-	421,704
TOTAL EXPENDITURES		<u>\$ -</u>	<u>\$ -</u>	<u>\$ 358,042</u>	<u>\$ -</u>	<u>\$ 421,704</u>

CITY OF NICHOLS HILLS
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
HEALTH INSURANCE FUND

REVENUES

Activity	Actual Revenues	Actual Revenues	Current Budget	Est. Actual	Proposed Budget
	FY 2022-23	FY 2023-24	FY 2024-2025	FY 2024-2025	FY 2025-2026
18-00-78500 Interest Income	\$ 13,593	\$ 16,134	\$ 14,195	5,348	\$ 4,814
18-00-79550 Misc Income	29,103	50,179	5,000	75,068	20,000
18-00 79805 Premium Income	1,082,752	1,142,060	1,087,998	1,114,304	1,211,327
18-00-57090 Carryover				\$ 89,000	-
TOTAL REVENUES	\$ 1,125,448	\$ 1,208,373	\$ 1,107,193	\$ 1,283,721	\$ 1,236,141

EXPENDITURES

Activity	Actual Expenditures	Actual Expenses	Current Budget	Est. Actual	Proposed Budget
	FY 2022-23	FY 2023-24	FY 2024-2025	FY 2024-2025	FY 2025-2026
18-00-85400 Bank Charges	567	2,017	2,600	451	500
18-13-80510 Premium Expense	203,134	156,271	160,000	155,043	177,947
18-13-80520 Health Insurance Claims	879,914	556,683	413,989	812,183	469,286
18-13-80525 Pharmacy Claims	-	348,739	410,604	558,566	450,000
18-13-80530 Administration Cost	50,604	115,395	120,000	122,466	138,408
TOTAL EXPENDITURES	\$ 1,134,219	\$ 1,179,105	\$ 1,107,193	\$ 1,648,709	\$ 1,236,141

CITY OF NICHOLS HILLS
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
PARKS FUND

REVENUES

Activity		Actual Revenues FY 2022-23	Actual Revenues FY 2023-24	Current Budget FY 2024-2025	Est. Actual FY 2024-2025	Proposed Budget FY 2025-2026
20-00-78500	Interest Income	\$ 22,753	\$ 28,972	\$ 19,766	\$ 38,707	\$ 23,224
20-00-79520	Donations - Parks	-	323,120	500,000	971,963	-
20-00-79820	Carryover	-	-	630,000	635,000	1,250,000
20-00-79920	Transfer In	\$ -	\$ -	\$ 300,000	\$ -	
TOTAL REVENUES		\$ 22,753	\$ 352,092	\$ 1,149,766	\$ 1,645,670	\$ 1,273,224

EXPENDITURES

Activity		Actual Expenditures FY 2022-23	Actual Expenses FY 2023-24	Current Budget FY 2024-2025	Est. Actual FY 2024-2025	Proposed Budget FY 2025-2026
20-11-83900	Other Services & Charges	41,365	10,575	25,000	-	-
20-11-88000	Capital Outlay - Love Park	685,280		322,278	4,808	371,500
20-11-88600	Capital Outlay - Redbud Park	-	50,802	1,060,570	153,560	886,000
20-11-83975	Contingency Fund	-	-	41,918	-	15,724
TOTAL EXPENDITURES		\$ 726,645	\$ 61,377	\$ 1,449,766	\$ 158,368	\$ 1,273,224

City Council Item Report

MEETING DATE

June 10, 2025

AGENDA ITEM # 9.e

Employee Benefit plans for the 2025-2026 fiscal year, concerning health, dental, vision, and life insurance, the Keystone flex plan, HRA, and American Fidelity Worksite Benefits, as proposed and to be serviced by Montgomery Integra Insurance; and authorizing the City Manager to sign all documents necessary to execute the agreements.

ATTACHMENTS

1. Montgomery Integra

MONTGOMERY INTEGRA

insurance services

1019 Waterwood Parkway, Suite E
Edmond, OK 73034
Phone – 281-235-3982
Fax – 405-562-5814

June 3, 2025

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

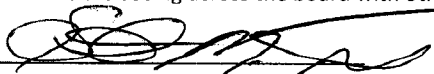
RE: 07/01/2025 Contract

SUBJECT: Employee Benefits Plans – City of Nichols Hills Fiscal Year 07/01/2025 – 06/30/2026

Outline of Plan coverages renewing 07/01/2025 – 06/30/2026 to be serviced by Steven Montgomery, Montgomery Integra Insurance.

- Kempton Group Inc (TPA Administration) - #100014 – No Plan Changes but a 7% Increase in Rates due to Medical Losses including additional increase in fee from TPA
- Delta Dental - #0002086 – No Plan Changes or Increases in Rates
- VSP Vision Plan - #30049418 – No Plan Changes or Increases in Rates
- Dearborn National (Group Life) - #F020238 – No Plan Changes or Increases in Rates
- Keystone Flex Plan – No Changes or Cost Changes
- Keystone HRA – No Changes or Cost Changes
- American Fidelity Worksite Benefits – Same Plan Offerings

Overall our carriers performed as expected this last year. We feel good about our change in TPA Services to Kempton and look forward to working with them this coming year. All plans except the Group Health had good claims that helped keep the premiums level for the coming year. The claims for the Group Health were not as good as the last year, but that is consistent with what we are seeing across the board with other employers. Kempton Group did increase their fee slightly.


Steven Montgomery – Montgomery Integra Insurance

6/3/2025
Date

City of Nichols Hills Representative

Date



City Council Item Report

MEETING DATE

June 10, 2025

AGENDA ITEM # 9.f

Purchase of insurance policies for property; liability; business interruption; umbrella; bonds for City Manager, City Clerk/Finance Director, City Treasurer, Assistant City Clerk/Finance Director, and public employee faithful performance blanket position bond for FY 2025-2026.

ATTACHMENTS

1. Nichols Hills PRO140051908 Dec Page 20250509
2. GLA140054008-04 - Nichols Hills GLA140054008 Dec Page 20250602



Municipal Property Protection Plan

Declarations Page

1. PLAN MEMBER: **City of Nichols Hills** AGREEMENT NUMBER: **PRO140051908**
Mailing Address: 6407 Avondale Drive
Nichols Hills, Oklahoma 73116-6403
2. Plan Period From 12:01 A.M. Central Standard Time at the address of the Plan Member
From 7/1/2025 to 7/1/2026
3. The Plan Member is a(n) Municipality
4. The Coverage afforded by this agreement is only with respect to the following coverages as are indicated by specific limits of coverage, for which a premium is charged.

COVERAGE			PREMIUM
COMMERCIAL PROPERTY COVERAGE			
Buildings and Business Personal Property, per schedule	Limit: \$36,013,778		\$128,967
Mobile Equipment, per schedule	Limit: \$		\$
Leased/Rented Equipment	Limit: \$		\$
Miscellaneous Equipment, per schedule	Limit: \$		\$
Fine Arts, per schedule	Limit: \$237,000		\$1,422
EXCESS COVERAGE			
Business Income	\$225,000 per occurrence	\$225,000 per location	\$563
Accounts Receivable	\$75,000 on premises	\$85,000 off premises	\$188
Valuable Papers	\$75,000 on premises	\$90,000 off premises	\$188
Theft/Disapp/ Destr	\$80,000 inside	\$90,000 outside	\$2,745
Earth Movement (Subject to \$100,000 Deductible)	Excess Limit: \$5,000,000		\$465
EQUIPMENT BREAKDOWN COVERAGE			
Electrical Power Generating Equipment, per schedule			Included
TOTAL PREMIUM			\$134,538

-
5. LIMITS, per Supplemental Coverage Declarations, Equipment Breakdown Declarations and other schedules.
 6. DEDUCTIBLES, per Supplemental Coverage Declarations, Equipment Breakdown Declarations and other schedules.
 7. This agreement is composed of this Declaration Page, Equipment Breakdown Declarations, Schedules, Forms and Endorsements, if any.

Issue Date: **May 9, 2025**



Municipal Property Protection Plan

ADDITIONAL NAMED PLAN MEMBERS

SCHEDULE OF FORMS

A. Property Supplemental Coverage Declarations

Property Coverage Form

Replacement Cost

Earth Movement Coverage Form

Flood Coverage Form

Municipal Sales Tax Revenue Coverage Form

Business Income Coverage Form Excluding Extra Expense

Extra Expense Coverage Form

Mobile Equipment, Vehicle Equipment, and Miscellaneous Equipment Coverage Form

Builders Risk coverage Form

Leasehold Interest Coverage Form

Exclusion-Certain Computer Related Losses Due to Dates or Times (Property Coverages)

Terrorism Coverage Form

Joint or Disputed Loss Agreement

Theft Disappearance and Destruction coverage Form

Crime General Conditions

Equipment Breakdown Coverage Form

General Conditions

B. Equipment Breakdown
Equipment Breakdown
Declarations
Equipment Breakdown Insuring
Agreement Form
General Conditions
Equipment Breakdown Coverage
Form
Exclusion of Certain Computer-
Related Losses



Municipal Property Protection Plan

Equipment Breakdown

Coverages

Equipment Breakdown Limit

Limits

\$36,013,778, not to exceed
\$25,000,000 per
occurrence

Property Damage

Included

Business Income ***

\$200,000

Contingent Business Income

\$25,000

Extra Expense ***

Combined with
Business Income

Service Interruption ***

Combined with
Business Income

Perishable Goods ***

\$100,000

Ordinance & Law

\$25,000

Demolition and ICC

\$250,000

Expediting Expenses

\$250,000

Hazardous Substances

\$250,000

CFC Refrigerants

\$250,000

Newly Acquired Locations

\$500,000

Data Restoration

\$100,000

Sanitary Sewer Overflow

\$25,000 per
occurrence/
\$100,000 per
aggregate

Coverages

Combined

Deductibles

\$1,000

Other Conditions

- Extended Business Income: 5 Days
- Newly Acquired Locations: 90 Days
- Unless the interruption exceeds 24 hours we will not pay for any loss under Service Interruption or the Service Interruption component of Perishable Goods.
- 'Covered equipment' does not include any transformers associated with the generation of power. - IC Engine Units over 15 years will be valued at Actual Cash value.

*** Business Interruption, Extra Expense, Service Interruption, Perishable Goods, or any other indirect coverage not available on any Power Generation unit/facility. ***



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Municipal Property Protection Plan

City/Town: **City of Nichols Hills**

AGREEMENT NUMBER: **PRO140051908**

Mortgagee, Loss Payee and/or Additional Interest Schedule



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**Municipal Liability Protection Plan
Declarations Page**

1. PLAN MEMBER: **City of Nichols Hills** AGREEMENT NUMBER : **GLA140054008**
Mailing Address: 6407 Avondale Drive
Nichols Hills, Oklahoma 73116-6403
2. Plan Period From 7/1/2025 to 7/1/2026 **12:01 A.M. Central Standard Time**
3. The Coverage afforded by this agreement is only with respect to the following coverages as are indicated by specific limits of coverage, for which a premium is charged.

COVERAGE

GENERAL LIABILITY (PARTS I, IV, V and VII)

PREMIUM

A. Bodily Injury	B. Property Damage	<u>\$81,072</u>
C. Personal Injury	D. Errors and Omissions	
[] Prior Acts Coverage		

AUTOMOBILE LIABILITY (PART II)

E. Bodily and Personal Injury F. Property Damage	<u>\$12,901</u>
[X] Hired and Non-owned Automobile Coverage	<u>\$49</u>

AUTOMOBILE & EQUIPMENT PHYSICAL DAMAGE (PART III)

G. Automobile Physical Damage	<u>\$50,042</u>
1. Comprehensive	
2. Specified Perils	
3. Collision	
H. Equipment Physical Damage – Per equipment schedule	
[X] Mobile Equipment	<u>\$584</u>
[X] Auto/Misc. Equipment Blanket Limit: \$520,549	<u>\$781</u>
[X] Mobile Equipment Leased/Rented Limit: \$100,000	<u>\$175</u>
[X] Hired Auto Physical Damage Limit: \$150,000	

CYBER BREACH RESPONSE (VI)

K. First Party & Liability	<u>\$1,350</u>
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Total Premium

\$146,954

4. **Limits of Liability for claims which are subject to the GOVERNMENTAL TORT CLAIMS ACT:**
\$25,000 Each Property Damage Loss Per Occurrence **Coverages B, F**
\$25,000 Sanitary Sewer Overflows Loss Per Occurrence regardless of number of claims or claimants **Coverage C**
\$125,000 Each Other Loss Per Occurrence **Coverages A, C, D, E**
Limits of liability for claims which are not subject to the OKLAHOMA GOVERNMENTAL TORT CLAIMS ACT:
\$1,000,000 Each Other Loss Per Occurrence **Coverages C, D**
Aggregate limits of liability, regardless of theory of liability
\$1,000,000 Aggregate Per Occurrence **Coverages A, B, C, D, E, and/or F**
\$75,000 Sanitary Sewer Overflows Annual Aggregate **Coverage C**
\$2,000,000 Annual Aggregate **Coverages C, D**
\$50,000 Annual Aggregate Combined Single Limit **Coverage K**
\$2,500,000 Pool Annual Aggregate Limit **Coverage K**

5. **DEDUCTIBLES**

Coverages A, B, E, F: No Deductible, except Sanitary Sewer Overflows and Electrical Disruptions, which are subject to the Deductible of C & D.
Coverages C, D: **\$1,000** Per Occurrence, except Law enforcement/Jail Related Claims which are subject to a **\$5,000** Deductible or the above-mentioned standard Deductible, whichever is greater
Coverages G, H: Per Schedule
Coverage K: **\$2,000** Per Occurrence

6. This agreement is composed of this Declaration Page, the MLPP Document, Schedules, Forms and Endorsements, if any.



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Issue Date: June 2, 2025

Municipal Liability Protection Plan

ADDITIONAL NAMED PLAN MEMBERS

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Municipal Liability Protection Plan

City/Town:

Mortgagee, Loss Payee and/or Additional Interest Schedule



City Council Item Report

MEETING DATE

June 10, 2025

AGENDA ITEM # 9.g

Approve Ann Taylor 4th of July Parade Event on July 4, 2025; authorizing and directing City Manager to take necessary actions.

ATTACHMENTS

None



City Council Item Report

MEETING DATE

June 10, 2025

AGENDA ITEM # 9.h

Request to seek bids for PC-2404 1600 and 1700 Blocks of Elmhurst Avenue Paving Project and receive and approve plans for the same.

ATTACHMENTS

None

MEETING DATE

June 10, 2025

AGENDA ITEM # 9.i

Request for Qualifications and Proposals for the Nichols Hills Centennial Celebration Drone Show.

ATTACHMENTS

1. NH - Drone Show RFP -5.15.25-2.1



CITY OF NICHOLS HILLS, OKLAHOMA

Nichols Hills Centennial Committee Call to Drone Show Production Vendors

Request for Qualifications and Proposals Nichols Hills Centennial Celebration Drone Show

Deadline for Responses: _____, 2025

The Nichols Hills Centennial Commission is seeking submission of qualifications and proposals from qualified drone show production companies (“Vendors”) for the event described below.

About the Nichols Hills Centennial Committee. The Nichols Hills Centennial Commission was appointed by the Nichols Hills City Council to plan an event to be held in the City celebrating the United States 250th year and the Nichols Hills Centennial in 2026.

The Light Show. The light show will be an outdoor drone light show, choreographed to a custom music track that lasts at least ____ minutes from launch to land, to be held in a designated City park and open to the public as part of the City’s Centennial Celebration. The tentative date for the show is _____, 2026.

The Budget. The show budget is \$ _____ which includes all of the Vendor’s costs to produce and present the show, including staffing, travel, insurance, site preparation, safety equipment, required certifications and permits, set-up and break-down of the show, and all other costs required to present the show.

Eligibility; Meetings; and Designated Representative. This opportunity is open to all drone show production Vendors who are registered and doing business in Oklahoma. The selected Vendor must designate a locally based (living within a 120-mile radius of Nichols Hills) Vendor Representative who will be the main contact for the show and who can be on site or react quickly as needed for meetings and other contingencies. The selected Vendor’s Representative must attend all required information sessions (if scheduled) and the selection meeting.

Selection Criteria. The Nichols Hills Centennial Committee will evaluate qualifications for the show based on proposed show excellence and originality; Vendor’s experience with similar projects indicating an ability to successfully meet the City’s expectations regarding the show; and budget.

Required Submissions. To fully respond to this Request, please complete and return the forms attached as Attachment A. There is no charge to submit qualifications.

Selection Process. After the submission deadline, application materials will be screened by City staff to ensure completeness of applications and conformity to the standards outlined in this Request. Incomplete submittals will not be advanced to the Centennial Committee for

consideration. The Centennial Committee will be highly involved in the selection of the finalist and recommendation of the award.

City Council hearing as to finalist. If, after reviewing qualifications and proposals, the Centennial Committee selects a proposal, it will make a recommendation to the Nichols Hills City Council which will consider the recommendation at a public hearing. The City Council may approve the recommendation, deny the recommendation or approve it with conditions.

Schedule of Events. The following Schedule is slated for this Request. Please note that the City reserves the right, as deemed necessary, at its sole discretion, to adjust this Schedule.

Call to Vendors announced: Deadline for response submission: Finalist selection: Commission recommendation to City Council: City Council hearing: Production:
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Finalist – Contract with the City. If a proposal is accepted by the City Council, the awarded Vendor will be required to enter into a binding written contract with and prepared by the City. The contract will:

- include protection for the City from any possible copyright infringement and intellectual property right claims.
- provide a release of the City by the Vendor from any liability or responsibility for any bodily or personal injury or property damage of any nature that may be suffered by the Vendor's employees or subcontractors
- require the Vendor to provide appropriate insurance as required by the City.
- require the Vendor to ensure that the show complies with applicable Federal Aviation Administration rules and restrictions and that sufficient personnel are on site to ensure public safety.
- require the Vendor to work with the City to locate a suitable area for set-up and flight take-off for the event, with Vendor to provide a safety map illustrating and clearly marking the launch area, the show footprint, and the safety perimeter.
- provide for the City's right to change the date of the event to a make-up event date if required due to weather conditions.
- provide that the City will have the final approval of Vendor's storyboard and all music included in the show, to be provided to the City for review and approval at least 60 days in advance.

The City's Rights.

- At its discretion and based on the City's best interests, the Centennial Committee reserves the right to enter into negotiations with any or all Vendors submitting qualifications.
- The City and the Centennial Committee are not responsible for paying any costs associated with a response to this Request. This Request does not obligate the Centennial Committee or the City to enter into any agreement, nor may it be construed as authorization for a Vendor to proceed with any work directly or indirectly related to this Request.
- All information and materials submitted in response to this Request will become the City's property and will be returned only at the City's discretion.
- The Centennial Committee and the City reserve the unconditional right to cancel this Request or to terminate negotiations regarding it at any time without cost or liability to the City.
- Noncompliance with the instructions and conditions of this Request may result in disqualification from consideration. The Centennial Committee and the City may refuse to consider any submission (or amendment to it) received after the deadline stated below.

Photography Release. By submitting your response to this Request, you will be deemed to have granted your permission for the City to so photograph you and use such photographs in connection with the show.

Public Statements and Press Releases. By submitting your response to this Request, you agree that you may not make any public statement or issue any press release regarding this project or your interaction with the City without the City's prior written consent.

Deadline. The City will accept responses to this Request until _____, 2025.

Submittal information. Responses should be mailed or delivered to:

City of Nichols Hills
Attn: Amanda Copeland
6407 Avondale Drive
Nichols Hills, Oklahoma 73116

or submitted by email to: acopeland@nicholshills.net.

The City will notify the Vendor(s) whose proposals are chosen for further consideration within _____ weeks after the response deadline. At that time, the City may request additional information from the selected Vendor(s).

Withdrawal of Responses. Vendors may withdraw their responses to this Request at any time by notifying the City in the same manner as required for submittals.

Questions about this Request for Qualifications. For questions about this Request, please contact Amanda Copeland by email at acopeland@nicholshills.net or by phone at 405-843-6637.

Attachment A – Request for Qualifications and Proposal Required Submissions

Instructions: All written information must be in Word or PDF format, standard 8.5" x 11" sheet size in portrait (not landscape) orientation. Documents in Pages cannot be read and will not be accepted. You may, but you are not required to put all required information in a single PDF or Word doc. If your file is too big to send in the email, please use a free upload service like Wormhole or WeTransfer.

- ☐ **Vendor contact information and references.** Provide your company name and the contact information for the Vendor Representative(s) who are responsible for your response to this Request. Also include the names of at least two references, including contact information, event name, and event date for each reference.
- ☐ **Vendor statement for the proposed drone light show.** Provide a statement (400 words or less) outlining your vision for the proposed drone light show.
- ☐ **Company background.** Provide a brief overview of your company's history, including the number of years in operation, the types of services you provide, your total number of employees, the key individuals who would be assigned to this project and their respective qualifications, and other information about your company that you think the City should know.
- ☐ **Related experience.** Provide a brief statement that describes your company's experience within the last three years with drone light shows similar to the one contemplated by Nichols Hills. Please specify the city or event sponsor for each such event, the size of each event, the number of drones used for each event, and the length of each performance.
- ☐ **Safety procedures.** Provide an outline of the safety protocols and failsafe procedures that would ensure public safety and operational integrity for the proposed drone light show. This includes your operating procedures, emergency response plan, public safety measures, and weather contingency guidelines.
- ☐ **Project schedule.** Provide your proposed project schedule that will guarantee that the event meets all project benchmarks in a timely manner.
- ☐ **Site requirements.** Provide the site conditions needed for set-up before the event, including the minimum amount of ground space required to safely launch the drones; the amount of time that will be needed to set-up and tear-down on the day of the event; and the amount of buffer space required between the setup area and the audience.
- ☐ **Cost breakdown.** Provide the cost breakdown, detailing all charges that are required to be included in the budget, as set out in this Request.