

## AGENDA

Regular Meeting of the  
Nichols Hills Centennial Committee  
Thursday, August 21, 2025 at 2:00 PM  
City Hall, 6407 Avondale Drive  
Nichols Hills, OK 73116

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

Official action may be taken by the Centennial Committee only on items that appear on this Agenda. The Centennial Committee 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 Centennial Committee.

1. Call to Order
2. Roll Call
3. Citizens Desiring to Be Heard

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

4. Minutes
  - a. June 12, 2025 Minutes
5. Items for Separate Vote

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

- a. Jordan Winn presentation regarding Nichols Hills city flag design brief and concepts.
- b. Drone show submittals.
- c. Agreement to engage Michael Hightower to author a book concerning the history of the City of Nichols Hills.

- d. July 4, 2026, events in Kite Park, considering food trucks, entertainment, and staffing.
  - e. Time capsule.
  - f. Set a date and time for the next meeting.
6. Adjournment



City Clerk  
City of Nichols Hills, Oklahoma

## MINUTES

Regular Meeting of the  
Nichols Hills Centennial Committee  
Thursday, June 12, 2025 at 1:30 PM  
City Hall, 6407 Avondale Drive  
Nichols Hills, OK 73116

1. Call to Order
2. Roll Call

Attendees Present	Arrived
Member Nick Berry	1:30
Member Tyson Carroll	1:30
Vice-Chairman Nolan Coyle	1:30
Member Robert Herritt	1:30
Member Bond Payne	1:30
Member Rich Johnson	Absent
Chairman Hal McKnight	Absent
Member Victoria Tran	Absent

3. Citizens Desiring to Be Heard

No one expressed a desire to be heard.

4. Minutes

- a. March 7, 2025 Minutes

**MOTION:** Nick Berry moved to approve the March 7, 2025 minutes as presented. Robert Herritt seconded the motion.

<b>RESULT:</b>	<b>(UNANIMOUS)</b>
<b>MOVER:</b>	Nick Berry
<b>SECONDER:</b>	Robert Herritt
<b>AYES:</b>	Nick Berry, Tyson Carroll, Nolan Coyle, Robert Herritt, Bond Payne

## 5. Items for Separate Vote

- a. Jordan Winn presentation regarding Nichols Hills city flag design brief and concepts.

Mr. Jordan Winn, partner and designer with Labor Division, presented five City flags concepts to the Centennial Committee. The Committee discussed with Mr. Winn their top three choices and suggested revisions to those concepts. Mr. Winn will bring back to the Committee revised concepts in the near future.

- b. Centennial and semiquincentennial events celebration with food trucks, children's activities, and entertainment.

Assistant City Manager Michael Taylor reported the City Council approved the RFQ to go out for bids for the drone show for the July 4, 2026, celebration. Mr. Taylor asked the Committee to start thinking of what types of events they would like to have at the celebration.

- c. Identify funding sources for events.
- d. Commission a centennial book.

Assistant City Manager Michael Taylor reported that recently he met with Mr. Nick Berry, Mr. Shane Pate, and Mr. Michael Hightower, author, to commission a centennial book for the City of Nichols Hills. Mr. Hightower will bring back a proposal for the book.

- e. Set a date and time for the next meeting.

The Centennial Committee instructed City staff to schedule the next meeting once Mr. Jordan Winn is ready to present the revised City Flag concepts, possibly in August, 2025.

## 6. Adjournment

**MOTION:** There being no further business, Nolan Coyle moved to

adjourn the meeting. Nick Berry seconded the motion.

**RESULT:** (UNANIMOUS)  
**MOVER:** Nolan Coyle  
**SECONDER:** Nick Berry  
**AYES:** Nick Berry, Tyson Carroll, Nolan Coyle, Robert Herritt, Bond Payne

---

Chairman  
Nichols Hills Centennial  
Committee  
City of Nichols Hills, Oklahoma

---

City Manager  
Public Arts Commission  
City of Nichols Hills, Oklahoma

---

City Clerk  
City of Nichols Hills, Oklahoma

**AGREEMENT TO WRITE AND PUBLISH A HISTORY OF  
NICHOLS HILLS, OKLAHOMA**

**[DRAFT]**

This Agreement to publish a history of Nichols Hills, Oklahoma (“the Book”), for its centennial celebration in 2029, is entered into between City of Nichols Hills, Oklahoma (“Client”), and Michael J. Hightower, dba 2 Cities Press, LLC (“Author/Publisher”).

**Purpose and Scope of Agreement and Assignment of Responsibilities**

1. With Client’s active collaboration and cooperation, Author/Publisher hereby agrees to perform research, conduct and transcribe recorded interviews, participate in image selection, and write a manuscript for the Book. Author/Publisher further agrees to participate in marketing the Book.
2. Client is represented by a Centennial Committee whose membership, as of the date of this Agreement, includes Nick Berry, Hall McKnight, Nolan Coyle, Victoria Tran, Bond Payne, Robert Herritt, Tyson Carroll, and Rich Johnson. Client’s primary liaisons with Author/Publisher for sharing research materials and fielding questions are City Manager S. Shane Pate II and Assistant City Manager Michael Taylor.
3. Upon completion of the manuscript to Client’s satisfaction, Author/Publisher agrees to assume responsibility and/or oversight for all prepress functions, including: (1) securing the services of content editors, as recommended by Client, to check for inaccuracies and errors in the manuscript; (2) hiring subcontractors for copy editing, graphic design, and other prepress functions as warranted; and (3) proofreading, editing, and indexing.
4. When the electronic files are ready to go to press, Author/Publisher, in consultation with Client, agrees to negotiate a contract with a commercial book manufacturer for printing and binding services and shipping finished books to a designated warehouse. No expenses will be incurred without Client’s prior written approval.
5. Author/Publisher agrees to present the Book to the University of Oklahoma Press as a distributed title. Author/Publisher cannot guarantee its acceptance as a distributed title.

6. Client agrees to (1) assume all costs of prepress production, manufacturing, shipping, and marketing, and (2) hold the copyright to the Book.

### **Agreement Period**

This Agreement consists of three phases.

Phase 1: Effective January 1, 2026, through June 30, 2027, this phase consists of research, writing, image selection, and collaborating with Client to produce a manuscript.

Phase 2: Effective July 1, 2027, through December 31, 2027, this phase consists of prepress production (copy and content editing, proofreading, graphic design, and indexing), selecting a commercial book printing company in a competitive bidding process (pending Client's approval), and developing a marketing campaign. This schedule assumes timely collaboration between project principals. Although Author/Publisher cannot guarantee the timing of publication, it is anticipated that the Book will be finished and ready to go to press in early 2028. The publication date will be 2029.

Phase 3: Beginning in early 2028, after the completion of Phases 1 and 2, Author/Publisher's primary role in the project will be to participate in marketing the Book.

Client and Author/Publisher will work in good faith to determine when Author/Publisher's services are no longer needed, and this Agreement will terminate.

### **Compensation, Miscellaneous Expenses, Invoicing, and Schedule of Payments**

1. During Phases 1 and 2, Author/Publisher agrees to commit sixty (60) hours per month, at a rate of eighty dollars (\$80.00) per hour, to research, conduct and transcribe oral history interviews, write, and publish the Book, for compensation of four thousand eight hundred dollars (\$4,800.00) per month, plus miscellaneous expenses. Miscellaneous expenses may include, but may not be limited to, travel and lodging (excluding lodging in Oklahoma City), mileage, supplies, photocopies, postage, and deliveries.
2. During Phase 3, Author/Publisher agrees to invoice Client at the rate of \$80.00 per hour for hours committed to the project.

3. Author/Publisher further agrees to submit invoices at the beginning of each month (beginning in February 2026) to reflect the previous month's progress and miscellaneous expenses to be reimbursed.
4. Subcontractors for copy editing and graphic design (to be chosen by Author/Publisher, in consultation with Client) will submit cost estimates to Client for approval. Upon approval of those estimates, Client agrees to compensate subcontractors directly within 15 days of receipt of their invoices for work completed.
5. Nichols Hills Assistant City Manager/Finance Director/City Clerk Amanda Copeland will receive and pay all invoices.

### **Subsidiary Rights**

Author/Publisher and Client agree to split income from subsidiary rights (including, but not limited to, film and documentary, electronic publishing, and audio recording) on a fifty-fifty (50-50) basis.

### **Work Made for Hire and Copyright**

This Agreement does not create an employment relationship between Author/Publisher and Client. Author/Publisher expressly acknowledges that the work described is being specially ordered and commissioned by Client for use in connection with the Book. The work contributed by Author/Publisher hereunder shall be considered a "work made for hire" as defined by the copyright laws of the United States. Author/Publisher agrees to apply for copyright protection on behalf of Client, and Client agrees to hold the copyright. Client agrees to pay the copyright fees.

### **Oral Agreements/Amendments**

No oral statement, online communication, facsimile, mail, or other notification by either party shall modify or otherwise affect the terms, conditions, or requirements stated in the Agreement. All modifications to the Agreement must be made in writing and signed by both parties, prior to the effective date of the amendment.

### **Complete Agreement**

This document represents the full and complete Agreement. No changes may be made to any aspect of this Agreement without the full written agreement of both parties.

**AGREED AND ACCEPTED**

By:

---

Michael J. Hightower, Author/Publisher  
dba 2 Cities Press, LLC  
1957 Ridgetop Drive  
Charlottesville, VA 22903  
twocitiespress@gmail.com  
434.249.6043

---

Date

By:

---

S. Shane Pate II, City Manager  
City of Nichols Hills  
6407 Avondale Drive  
Nichols Hills, OK 73116-6403  
spate@nicholshills.net  
405.843.6637

---

Date