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On Friday, January 13, 2023, at or before 4:59 p.m., agenda was posted at the front doors of City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: [cityofbethany.org](http://cityofbethany.org). The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

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# AMENDED AGENDA

## BETHANY CITY COUNCIL

**TUESDAY, JANUARY 17, 2023  
7:30 P.M.**

**BETHANY CITY HALL  
6700 NW 36<sup>TH</sup> ST  
BETHANY, OKLAHOMA**



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1. Call to Order
2. Invocation and Flag Salute
3. Consent Docket:
  - A. Approval of Minutes from the January 3, 2023, Regular Meeting.
  - B. Approval of Minutes from the January 6, 2023, Special Called Meeting.
  - C. Approval of Claims: These claims have been found to be in order by staff and proper as to form and procedure and are recommended for payment. A copy of the Claims List is included in the agenda packet.
4. Public Comment - Any person wishing to address the Council during Public Comment shall give their name, address, and city of residence to the City Clerk for the records PRIOR to the start of the meeting. *(Per Chapter 30 of the Bethany Code of Ordinances, there is a five-minute limit, and no action or discussion shall take place. All remarks shall be addressed to the Council as a body, and not to any member thereof.)*
5. **EXECUTIVE SESSION:** Consideration and possible action to enter into Executive Session to discuss the status of negotiations between the City of Bethany and FOP Lodge No. 161 as authorized by 25 O.S. Section 307 (B) (2). *(Elizabeth Gray, City Manager)*
  - A. Enter Executive Session.

- B. Exit Executive Session.
- 6. Consideration and possible action to approve a new collective bargaining agreement for FY 2022-2023 between the City of Bethany and FOP Lodge No. 161. *(Elizabeth Gray, City Manager)*
- 7. Water report by city engineers from TEIM Design with possible discussion. *(Elizabeth Gray, City Manager)*
- 8. New Business *(As defined by the Oklahoma Open Meeting Act § 311 (A) (9) as “matters not known about or which could not have reasonably been foreseen prior to the time of posting the agenda”).*
- 9. City Attorney’s Report.
- 10. City Manager’s Report.
  - A. Financial Report.
- 11. Mayor and Council Members Comments and Suggestions.
- 12. Adjourn until February 7, 2023.

## **BETHANY PUBLIC WORKS AUTHORITY**

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## **BETHANY CITY COUNCIL MEETING**

### **BETHANY CITY HALL**

**TUESDAY, JANUARY 3, 2023**

**7:30 P.M.**

<b>MEMBERS PRESENT:</b>	Nikki Lloyd	Mayor
	Brian Magirowsky	Vice-Mayor
	Steve Palmer	Council Member
	Chris Powell	Council Member
	Marilyn McPhail	Council Member arrived at 7:34
	Kathy Larsen	Council Member
	Amanda Sandoval	Council Member
	Matthew Goodwin	Council Member
	Jeff Knapp	Council Member

**MEMBERS ABSENT:** None

<b>OTHERS PRESENT:</b>	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	(See Roster)	

**ITEM NO. 1** on the agenda Mayor **CALL TO ORDER.**

Mayor Lloyd called the Bethany City Council meeting to order at 7:30 P.M.

**ITEM NO. 2** on the agenda was **INVOCATION AND FLAG SALUTE.**

The Invocation was given by Council Larsen.

The Flag Salute was conducted by Mayor Lloyd.

**ITEM NO. 3** on the agenda was **CONSENT DOCKET:**

**A. APPROVAL OF MINUTES FROM THE DECEMBER 20, 2022, REGULAR MEETING.**

**B. APPROVAL OF CLAIMS: THESE CLAIMS HAVE BEEN FOUND TO BE IN ORDER BY STAFF AND PROPER AS TO FORM AND PROCEDURE AND ARE RECOMMENDED FOR PAYMENT. A COPY OF THE CLAIMS LIST IS INCLUDED IN THE AGENDA PACKET.**

**C. APPROVAL OF BUDGET AMENDMENT 23-10.**

Motion was made by Council Member Palmer, seconded by Council Member Sandoval to approve the consent docket. Yes votes: Sandoval, Palmer, Larsen, Goodwin, Lloyd, Magirowsky, Powell, Knapp. No votes: None. Motion approved.

**ITEM NO. 4** on the agenda was **PUBLIC COMMENT - ANY PERSON WISHING TO ADDRESS THE COUNCIL DURING PUBLIC COMMENT SHALL GIVE THEIR NAME, ADDRESS, AND CITY OF RESIDENCE TO THE CITY CLERK FOR THE RECORDS PRIOR TO THE START OF THE MEETING. (PER CHAPTER 30 OF THE BETHANY CODE OF ORDINANCES, THERE IS A FIVE-MINUTE LIMIT, AND NO ACTION OR DISCUSSION SHALL TAKE PLACE. ALL REMARKS SHALL BE ADDRESSED TO THE COUNCIL AS A BODY, AND NOT TO ANY MEMBER THEREOF.)**

None

**ITEM NO. 5** on the agenda was **CONSIDERATION AND POSSIBLE ADOPTION OF RESOLUTION NO. 1664, A RESOLUTION AUTHORIZING PARTICIPATION IN THE OMAG RECOGNITION PROGRAM. (ELIZABETH GRAY, CITY MANAGER)**

Motion was made by Council Member Palmer, seconded by Vice-Mayor Magirowsky to approve Resolution No. 1664. Yes votes: Sandoval, Knapp, Powell, Lloyd, Magirowsky, Larsen, Goodwin, Palmer. No votes: None. Motion approved.

**ITEM NO. 6** on the agenda was **CONSIDERATION AND POSSIBLE ADOPTION OF RESOLUTION NO. 1665, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BETHANY, OKLAHOMA, PERTAINING TO DISCRIMINATION IN PROVISION OF HOUSING AS PROVIDED IN STATE AND FEDERAL LAW. (ELIZABETH GRAY, CITY MANAGER)**

Motion was made by Council Member Palmer, seconded by Vice-Mayor Magirowsky, to approve Resolution No. 1665. Yes votes: Magirowsky, Sandoval, Powell, Larsen, Knapp, Goodwin, Lloyd, Palmer. No votes: None. Motion approved.

**ITEM NO. 7** on the agenda was **PROPOSED EXECUTIVE SESSION TO DISCUSS THE PERFORMANCE EVALUATION AND CONTRACT OF CITY MANAGER, ELIZABETH GRAY, PURSUANT TO THE CLAUSE IN SECTION 5 OF THE EMPLOYMENT AGREEMENT APPROVED ON SEPTEMBER 15, 2020, AND TITLE 25 O.S. SECTION 307.B (1) OF THE OKLAHOMA OPEN MEETING ACT. (ELIZABETH GRAY, CITY MANAGER)**

**A. ENTER EXECUTIVE SESSION.**

Motion was made by Council Member Palmer, seconded by Vice-Mayor Magirowsky, to enter executive session at 7:34 p.m. Yes votes: Palmer, Larsen, Lloyd, Magirowsky, Goodwin, Sandoval, Powell, Knapp. No votes: None. Motion approved.

**B. EXIT EXECUTIVE SESSION.**

Motion was made by Council Member Goodwin, seconded by Council Member Palmer to exit executive session at 8:09 p.m. Yes votes: Sandoval, Powell, Knapp, Palmer, McPhail, Lloyd, Magirowsky, Larsen, Goodwin. No votes: None. Motion approved.

**ITEM NO. 8** on the agenda was **CONSIDERATION AND POSSIBLE ACTION FOLLOWING EXECUTIVE SESSION REGARDING CITY MANAGER CONTRACT WITH CITY MANAGER ELIZABETH GRAY PURSUANT TO THE EMPLOYMENT AGREEMENT APPROVED ON SEPTEMBER 15, 2020. (ELIZABETH GRAY, CITY MANAGER)**

Motion was made by Council Member Palmer, seconded by Vice-Mayor Magirowsky to give the city manager a 10% raise and a monthly telephone allowance. Yes votes: Palmer, Larsen, Knapp, Lloyd, Magirowsky, Goodwin, Sandoval, Powell. No votes: McPhail. Motion approved.

**ITEM NO. 9 NEW BUSINESS (AS DEFINED BY THE OKLAHOMA OPEN MEETING ACT § 311 (A) (9) AS “MATTERS NOT KNOWN ABOUT OR WHICH COULD NOT HAVE REASONABLY BEEN FORESEEN PRIOR TO THE TIME OF POSTING THE AGENDA”).**

None

**ITEM NO. 10** on the agenda was **CITY ATTORNEY’S REPORT.**

None

**ITEM NO. 11** on the agenda was **CITY MANAGER’S REPORT.**

Michael Vaughn gave the monthly finance report. He reported that budget worksheets have been given to all department heads. The first draft of the budget will be presented at the March 7th council meeting. The budget fair will be in April and the budget will be presented for adoption at the May 2nd, 2023, council meeting.

Free landfill day is Saturday, January 21st from 7 am to noon at 7600 SW 15th St., OKC. Next bulk trash pickup is March 6th beginning on the north side of town.

When city offices are not open payments can be made by regular mail, cash or check at US payment kiosks in stores. Kiosk 3 locations include 7 Eleven's at 3701 N. Rockwell, 1628 N. Rockwell, 7959 NW 23rd, 5100 N. MacArthur and Cash Saver at 7101 N. 23rd, or you can pay online.

City offices will be closed for Monday, January 16 for observance of Martin Luther King day. Alternate trash day will be Wednesday, January 18th.

There will be a groundbreaking for the 23rd Street Sidewalk Project in front of Western Oaks School beginning Friday at noon.

**ITEM NO. 12** on the agenda was **COUNCIL MEMBERS ANNOUNCEMENTS, COMMENTS, AND PROPOSALS.**

Each Council Member was given the opportunity to comment.

**ITEM NO. 13** on the agenda was **ADJOURN UNTIL JANUARY 17, 2023.**

Mayor Lloyd adjourned the Bethany City Council meeting at 8:16 P.M.

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MAYOR

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CITY CLERK

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**BETHANY CITY COUNCIL  
BETHANY PUBLIC WORKS AUTHORITY  
BETHANY HOSPITAL TRUST  
BETHANY DEVELOPMENT AUTHORITY**

**SPECIAL CALLED MEETING**

**WESTERN OAKS SCHOOL  
7200 NW 23<sup>RD</sup> ST  
BETHANY OKLAHOMA**

**FRIDAY, JANUARY 6, 2022**

**12:00 P.M.**

<b>MEMBERS PRESENT:</b>	Nikki Lloyd Brian Magirowsky Chris Powell Amanda Sandoval Kathy Larsen Jeff Knapp	Mayor/Chair Vice-Mayor/Vice-Chair Council Member/Trustee Council Member/Trustee Council Member/Trustee Council Member/Trustee
<b>MEMBERS ABSENT:</b>	Steve Palmer Matthew Goodwin Marilyn McPhail	Council Member/Trustee Council Member/Trustee Council Member/Trustee
<b>OTHERS PRESENT:</b>	Elizabeth Gray Amanda McCellon Brendan Summerville Joe Davis Schbronne Brooking Dr. Fred Rhodes Jennifer Robertson Stephanie Treadway	City Manager Community Development Director Community Development Assoc. TEIM Design PC Schools Chief of Operations PC Schools Superintendent Western Oak Middle School Principal Western Oaks Elem. School Principal

**THE MEMBERS OF THE CITY OF BETHANY CITY COUNCIL, ADMINISTRATIVE STAFF AND GUESTS WILL GATHER FOR THE PURPOSE OF A SIDEWALK PROJECT GROUNDBREAKING EVENT AT WESTERN OAKS SCHOOL LOCATED AT 7200 NW 23<sup>RD</sup> STREET.**

**THIS MEETING IS FOR INFORMATIONAL PURPOSES ONLY, WITH NO BUSINESS**

**TO BE ACTED UPON BY COUNCIL.**

No action taken.

\_\_\_\_\_  
MAYOR / CHAIR

\_\_\_\_\_  
CITY CLERK

## BETHANY CITY COUNCIL

From: Michael Vaughn, Finance Director  
Date: January 12, 2023  
Subject: Claims List for the 01/17/2023 City Council Meeting

### GENERAL OPERATIONS FUND

FUND	AMOUNT
General Operation Fund	\$102,931.91
Public Safety	\$2,763.99
E911 Fund	\$0.00
Capital Improvement Fund	\$13,487.95
Library GO Fund	\$0.00
Debt Service	\$0.00
Municipal Court Fund	\$10,700.35
Cemetery Fund	\$0.00
<b>TOTAL</b>	<b>\$129,884.20</b>

### ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$129,884.20
Bethany Public Works Authority	\$316,384.40
Bethany Hospital Trust	\$0.00
Bethany Development Authority	\$0.00
<b>TOTAL</b>	<b>\$446,268.60</b>

### RECOMMENDATION

1. Approve the claims as presented.



FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A		NON-DEPARTMENTAL				
23-46521	10-005216	PERDUE BRANDON FIELDER	COLLDEC 2022 COLLECTION RPT	1/2023	12/1-12/31	2,225.50
23-46587	10-1	LINDA K GRAY	SELL CEM LOT BACK TO CITY	1/2023	23-46587	350.00
DEPARTMENT TOTAL:						2,575.50
DEPARTMENT: 01.0		MANAGEMENT				
23-45036	10-004660	MOTHER NATURE'S INC.	PEST CONTROL	1/2023	1354098	45.00
23-45189	10-004660	MOTHER NATURE'S INC.	INSIDE PEST CONTROL	1/2023	1354092	75.00
23-45341	10-005156	COX COMMUNICATIONS INC.	MONTHLY SERVICE	1/2023	20221231	1,442.62
23-46614	10-005373	CARD SERVICES/P1	BUSINESS STANDARD LICENSE	1/2023	JAN	975.00
23-45060	10-005851	LYTLE, SOULE' & FELTY, P.C.	ATTORNEY SVS	1/2023	197693	5,186.80
23-45248	10-1068	ONG	MONTHLY UTILITIES	1/2023	20221216	1,007.27
23-45506	10-2274	OZARKA WATER COMPANY	MONTHLY RENTAL & WATER	1/2023	935673,SC06308	17.99
23-45646	10-3196	IMAGENET CONSULTING, LLC	MANAGED IT	1/2023	INV430286	6,022.50
23-45507	10-4310	AMERIFLEX	FSA ADMIN FEE	1/2023	INV585467	201.40
DEPARTMENT TOTAL:						14,973.58
DEPARTMENT: 02.0		FINANCE				
23-45046	10-005227	WELLS FARGO VENDOR	SHARP COPIER	1/2023	5023225227	39.27
23-46570	10-005665	ELFRINK AND ASSOCIATES, PLLA	AUDIT	1/2023	221115	24,800.00
23-45062	10-0596	FUZZELL'S BUSINESS	SHARP USAGE	1/2023	MM90855	7.84
23-46563	10-3327	WALKER COMPANIES	NOTARY STAMP RENEWAL	1/2023	23-46563	89.50
DEPARTMENT TOTAL:						24,936.61
DEPARTMENT: 03.0		COURT				
23-46589	10-004622	OMCCA	OMCCA TRAINING	1/2023	23-46589	35.00
23-45341	10-005156	COX COMMUNICATIONS INC.	MONTHLY SERVICE	1/2023	20221231	440.86
23-46525	10-005373	CARD SERVICES/P1	OFFICE SUPPLIES	1/2023	5086659	86.22
23-45248	10-1068	ONG	MONTHLY UTILITIES	1/2023	20221216	215.62
23-46157	10-3258	CITY OF YUKON	INMATE HOUSING FAHRNEY	1/2023	20221227	378.00
23-44990	10-3342	JANI-KING OF OKLAHOMA, INC.	JAN 2023 JANITORIAL	1/2023	OKC01230122	640.66
DEPARTMENT TOTAL:						1,796.36

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 04.0		ENGINEERING				
23-46375	10-005900	TEIM DESIGN GROUP, PLLC	CONTRACT HOURLY WORK	1/2023	11844	850.00
DEPARTMENT TOTAL:						850.00
DEPARTMENT: 05.0		POLICE				
23-45086	10-004660	MOTHER NATURE'S INC.	Yearly Treatment	1/2023	1354091	60.00
23-45318	10-004789	TRADS, INC	Monthly Usage	1/2023	234929-202212-1	100.20
23-46495	10-004808	ADVANTAGE BATTERY OF OKLAHOUPS	Unit Battery	1/2023	098726	23.99
23-46599	10-005072	DEVILLE LAUNDRY	Jail Laundry	1/2023	20230109	86.00
23-45341	10-005156	COX COMMUNICATIONS INC.	MONTHLY SERVICE	1/2023	20221231	1,345.82
23-46531	10-005219	DRAGONEYE TECHNOLOGY, LLC	Repair Lidar & Shipping	1/2023	4955	226.85
23-46530	10-005326	AARON PLUMB	Training Reimbursement	1/2023	20221126	175.00
23-46515	10-005373	CARD SERVICES/P1	3 Pants Miller	1/2023	0103419	131.94
23-46533	10-005373	CARD SERVICES/P1	Grant Writing School	1/2023	012023-0024	445.00
23-46534	10-005373	CARD SERVICES/P1	FBINA Membership Reid	1/2023	185132	110.00
23-45119	10-005634	INNOVATIVE SECURITY OF OKLA	Monitoring Fee	1/2023	614015	19.95
23-45691	10-005850	SAFE HAVEN	Spay & Neuter Monthly	1/2023	0029	540.00
23-46590	10-006048	THE COMPLIANCE RESOURCE GRO	Pension Physical	1/2023	74800	550.00
23-46595	10-0225	GENUINE PARTS	Sway Link Bar	1/2023	7092-025797	21.95
23-45040	10-1063	OG&E	MONTHLY SVS	1/2023	20221222	24.19
23-45248	10-1068	ONG	MONTHLY UTILITIES	1/2023	20221216	1,568.83
23-46559	10-1979	JOHN E. REID & ASSOCIATES	Silva Training	1/2023	FB8069A0-0001	585.00
23-46513	10-2081	LYNN PEAVEY COMPANY	Arson Cans	1/2023	396636	226.27
23-45102	10-2274	OZARKA WATER COMPANY	Rental and Water	1/2023	0935702	5.98
23-46186	10-2369	STAN'S PLUMBING INC	Locker Room Urinals	1/2023	17651	693.00
23-46512	10-2369	STAN'S PLUMBING INC	Animal Shelter Drain	1/2023	17759	131.80
23-45096	10-2442	SUMNERONE, INC.	3 Printer Lease Agreement	1/2023	3452667,3452666	131.87
23-45192	10-2442	SUMNERONE, INC.	Kyocera	1/2023	3436828	141.43
23-45090	10-3084	UTILITY DATA SERVICES, INC.	Yearly Fee's	1/2023	102610	12.50
23-46147	10-3327	WALKER COMPANIES	2 Notary Renewals	1/2023	129894	179.00
23-45087	10-3342	JANI-KING OF OKLAHOMA, INC.	Yearly Cleaning	1/2023	OKC01230121	1,774.66
23-45051	10-3415	SPECIAL-OPS UNIFORMS, INC.	OFFICER GEE UNIFORM	1/2023	335013	321.50
23-46509	10-3512	BOARD OF TESTS	Annual Renewals	1/2023	13088	228.00
23-46592	10-3982	ANGELO OREFICE	Training Reimbursement	1/2023	20221211	998.59
23-46529	10-4342	BEST BUY BUSINESS ADV ACC	Monitor and Adapter	1/2023	6742126	131.98
23-46548	10-4352	MCBRIDE CLINIC	DRUG SCREEN-MILLER	1/2023	DEC 2022	32.00
23-45115	10-4388	ISG TECHNOLOGY, LLC	Security Yearly	1/2023	MSP341285	1,204.00
23-46486	10-4388	ISG TECHNOLOGY, LLC	Network Connection	1/2023	OK341018	1,402.50
DEPARTMENT TOTAL:						13,629.80

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 06.0		FIRE				
23-45341	10-005156	COX COMMUNICATIONS INC.	MONTHLY SERVICE	1/2023	20221231	688.25
23-46405	10-005356	ACROSS THE STREET PRODUCTIO	BLUE CARD ICS	1/2023	INV13138	693.00
23-45035	10-005510	SAMARITAN EMS	AMBULANCE SVS	1/2023	6344	17,989.75
23-46524	10-005992	AEG PETROLEUM	200 GALS FOR DEF	1/2023	788676	207.20
23-45040	10-1063	OG&E	MONTHLY SVS	1/2023	20221222	118.48
23-45248	10-1068	ONG	MONTHLY UTILITIES	1/2023	20221216	1,050.44
23-46566	10-1165	CONRAD FIRE EQUIPMENT	PREV MAINTENANCE L-1	1/2023	565043	3,296.09
23-46472	10-3216	BINSWANGER GLASS #609	PROTECTIVE GLASS	1/2023	I609046868	330.00
23-46482	10-4090	AT&T MOBILITY	MOBILE DATA BILL	1/2023	12192022	172.16
23-46610	10-4251	SAM'S CLUB DIRECT FD	REPLACEMENT CHAIRS	1/2023	20230111	1,099.78
DEPARTMENT TOTAL:						25,645.15
DEPARTMENT: 07.0		COMMUNITY DEV				
23-45046	10-005227	WELLS FARGO VENDOR	SHARP COPIER	1/2023	5023225227	39.27
23-46554	10-005988	KEEP OKLAHOMA BEAUTIFUL,	INKOB ANNUAL DUES	1/2023	MCCELLON FY23	200.00
23-45062	10-0596	FUZZELL'S BUSINESS	SHARP USAGE	1/2023	MM90855	7.84
23-46449	10-1530	THE TRIBUNE	PUBLICATION HEARING	1/2023	20221230	170.50
DEPARTMENT TOTAL:						417.61
DEPARTMENT: 08.1		PUBLIC WORKS - ADMIN				
23-45341	10-005156	COX COMMUNICATIONS INC.	MONTHLY SERVICE	1/2023	20221231	452.15
23-46571	10-005373	CARD SERVICES/P1	ISA MEMBERSHIP	1/2023	202301115245	165.00
23-45248	10-1068	ONG	MONTHLY UTILITIES	1/2023	20221216	943.85
DEPARTMENT TOTAL:						1,561.00
DEPARTMENT: 08.2		PUBLIC WORKS - STREETS				
23-45341	10-005156	COX COMMUNICATIONS INC.	MONTHLY SERVICE	1/2023	20221231	451.16
23-46424	10-0694	HASKELL LEMON CONST CO	2 TONS ASPHALT	1/2023	01-1002-37214	160.80
23-45040	10-1063	OG&E	MONTHLY SVS	1/2023	20221222	13,969.92
23-46517	10-1329	SCHWARZ (BORAL) READY MIX	3 & 1/2 YARDS OF CONCRETE	1/2023	298042	580.50
DEPARTMENT TOTAL:						15,162.38

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08.5		PUBLIC WORKS - PARKS				
23-45069	10-0006	A WELDORS SUPPLY	MONTHLY FEES WELDING TANK	1/2023	260228	24.80
23-45341	10-005156	COX COMMUNICATIONS INC.	MONTHLY SERVICE	1/2023	20221231	28.93
23-46484	10-005373	CARD SERVICES/P1	POOL LIC 4997 7/2022	1/2023	108012626	131.90
23-46461	10-006057	CROSSLAND'S A & A RENTA-ALLRENTAL CONCRETE		1/2023	179887-2	275.00
23-46505	10-0883	LOCKE SUPPLY CO.	3- SHARK BITE COUPLINGS	1/2023	48380688-00	40.59
23-45040	10-1063	OG&E	MONTHLY SVS	1/2023	20221222	307.27
23-45248	10-1068	ONG	MONTHLY UTILITIES	1/2023	20221216	44.31
23-46140	10-1622	WESTLAKE ACE HARDWARE	CHRISTMAS LIGHTS	1/2023	20221221-20221230	141.94
23-46485	10-3331	RUCKER MECHANICAL, INC.	LEAK IN KITCHEN	1/2023	91185	389.18
DEPARTMENT TOTAL:						1,383.92
FUND TOTAL:						102,931.91

FUND: 021- PUBLIC SAFETY FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 99.0		NON-DEPARTMENTAL				
23-46538	10-004789	TRADS, INC	DEC 2022 TLO BILL	1/2023	6386912-202212-1	170.00
23-46539	10-004789	TRADS, INC	NOV 2022 TLO FEE	1/2023	6386912-202211-1	34.00
23-46528	10-005373	CARD SERVICES/P1	TV and Mount	1/2023	6918614	482.99
23-46588	10-005373	CARD SERVICES/P1	DJI RC Drone	1/2023	6132264	1,749.00
23-45500	10-1715	TYLER TECHNOLOGIES	UTILITY NOTIFICATION	1/2023	025-407770	328.00
DEPARTMENT TOTAL:						2,763.99
FUND TOTAL:						2,763.99

FUND: 031- CAPITAL IMPROVE PROJECTS

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		PROJECTS >\$25,000				
23-46372	10-005900	TEIM DESIGN GROUP, PLLC	AMNDMNT #2 CDBG	1/2023	11842	11,139.40
23-46575	10-006067	PARKHILL	CDBG GRANT ADMIN WL	1/2023	01210322.00-1	2,348.55
DEPARTMENT TOTAL:						13,487.95
FUND TOTAL:						13,487.95

**City of Bethany General Fund**  
**Statement of Revenues and Expense**  
**December 2022**

AGENDA: 01/17/2023

ITEM: 10 (A)

**Revenues**

	<b>2022-2023</b>	<b>December</b>	<b>Year to Date</b>	<b>Year to Date</b>	<b>Budget</b>
	<b>Annual Budget</b>	<b>Revenue</b>	<b>Revenue</b>	<b>Percentage of Budget</b>	<b>Remaining</b>
SALES TAX 82.5% DEDICATED	4,471,008.00	404,673.56	2,460,124.46	55.02%	2,010,883.54
USE TAX REVENUE	1,179,195.00	109,847.62	634,552.03	53.81%	544,642.97
HOTEL TAX REVENUE	63,201.00	3,882.06	27,419.29	43.38%	35,781.71
CABLE FRANCHISE TAX REVENUE	111,945.00	0.00	61,747.80	55.16%	50,197.20
PHONE FRANCHISE TAX REVENUE	22,187.00	0.83	7,836.23	35.32%	14,350.77
UTILITY FRANCHISE TAX REVENUE	600,000.00	46,433.58	379,217.88	63.20%	220,782.12
OCCUPATIONAL LICENSE REVENUE	30,746.00	1,155.00	15,043.00	48.93%	15,703.00
BUILDING PERMIT REVENUE	38,450.00	2,146.64	14,447.29	37.57%	24,002.71
INSPECTION PERMIT REVENUE	36,734.00	2,197.00	17,183.50	46.78%	19,550.50
ZONING PERMITS	2,981.00	0.00	638.00	21.40%	2,343.00
ANIMAL LICENSE REVENUE	0.00	203.00	258.00	0.00%	-258.00
ABATEMENT REVENUE	0.00	1,143.73	1,744.43	0.00%	-1,744.43
MOTOR FUEL TAX REVENUE	37,757.00	3,071.47	18,644.22	49.38%	19,112.78
COMMERCIAL VEH TAX REVENUE	159,309.00	12,197.33	68,859.15	43.22%	90,449.85
CIGARETTE TAX REVENUE	47,918.00	3,816.72	20,904.39	43.63%	27,013.61
ALCOHOL BEVERAGE TAX REVENUE	55,000.00	5,308.14	28,986.37	52.70%	26,013.63
ACCOUNTING SERVICE REVENUE	26,400.00	0.00	13,200.00	50.00%	13,200.00
EMERGENCY MEDICAL CALL SVC FEE	281,342.00	31,386.20	139,610.13	49.62%	141,731.87
STORMWATER COMPLIANCE FEE	324,597.00	36,235.88	161,639.99	49.80%	162,957.01
CEMETARY LOT SALES REVENUE	37,029.00	3,050.00	17,350.00	46.86%	19,679.00
MINERAL RIGHTS & ROYALTIES REV	20,816.00	3,763.62	18,148.99	87.19%	2,667.01
POLICE FINES & COURT COST REV	750,000.00	60,966.55	398,817.40	53.18%	351,182.60
INTEREST INCOME	1,625.00	21.17	3,351.67	206.26%	-1,726.67
MISCELLANEOUS REVENUE	56,893.00	3,035.59	32,693.79	57.47%	24,199.21
REIMBURSEMENT REVENUE	7,767.00	18.98	14,098.88	181.52%	-6,331.88
CREDIT CARD FEES	0.00	8,605.80	51,096.15	0.00%	-51,096.15
GRANT REVENUE	56,946.00	56,945.91	85,817.29	150.70%	-28,871.29
OMAG REFUNDS	52,794.00	0.00	0.00	0.00%	52,794.00
OMAG WORKER'S COMP REFUNDS	0.00	1,718.04	18,780.19	0.00%	-18,780.19
<b>Total Revenues</b>	<b>8,472,640.00</b>	<b>801,824.42</b>	<b>4,712,210.52</b>	<b>55.62%</b>	<b>3,760,429.48</b>
<b>Transfers In</b>	<b>2,889,249.00</b>	<b>228,687.40</b>	<b>1,372,124.50</b>	<b>47.49%</b>	<b>1,517,124.50</b>
<b>Total Revenues and Transfers In</b>	<b>11,361,889.00</b>	<b>1,030,511.82</b>	<b>6,084,335.02</b>	<b>53.55%</b>	<b>5,277,553.98</b>

**Expenses**

	<b>2022-2023 Annual Budget</b>	<b>December Expenses</b>	<b>Year to Date Expenses</b>	<b>Year to Date Percentage of Budget</b>	<b>Budget Remaining</b>
01.0-MANAGEMENT	888,203.00	85,561.04	460,581.23	51.86%	427,621.77
02.0-FINANCE	414,487.00	33,322.98	201,461.98	48.61%	213,025.02
03.0-MUNICIPAL COURT	624,863.00	59,352.29	288,180.58	46.12%	336,682.42
04.0-ENGINEERING	319,097.00	39,386.50	64,612.12	20.25%	254,484.88
05.0-POLICE	4,454,601.00	488,102.18	2,394,321.04	53.75%	2,060,279.96
06.0-FIRE	2,815,249.00	288,887.94	1,393,315.09	49.49%	1,421,933.91
07.0-COMMUNITY DEV	579,822.00	48,421.56	252,076.91	43.47%	327,745.09
08.1-PW ADMIN	166,930.00	15,060.10	74,474.79	44.61%	92,455.21
08.2-STREETS	794,852.00	77,900.05	344,618.14	43.36%	450,233.86
08.4-FLEET MAINT	90,022.00	10,701.19	55,811.69	62.00%	34,210.31
08.5-PARKS	623,404.00	42,581.05	211,299.44	33.89%	412,104.56
98.0-CONTINGENCY	250,000.00	0.00	0.00	0.00%	250,000.00
<b>TOTAL EXPENDITURES</b>	<b>12,021,530.00</b>	<b>1,189,276.88</b>	<b>5,740,753.01</b>	<b>47.75%</b>	<b>6,280,776.99</b>
<b>Transfers Out</b>	<b>134,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>0.00</b>
<b>Total Expenses and Transfers Out</b>	<b>12,155,530.00</b>	<b>1,189,276.88</b>	<b>5,740,753.01</b>	<b>47.23%</b>	<b>6,280,776.99</b>
<b>Revenues over (under) expenses</b>	<b>-793,641.00</b>	<b>-158,765.06</b>	<b>343,582.01</b>	<b>-43.29%</b>	<b>-1,003,223.01</b>

**Bethany Public Works Authority**  
**Statement of Revenues and Expenses**  
**December 2022**

**Revenues**

	<b>2022-2023 Annual Budget</b>	<b>December Revenue</b>	<b>Year to Date Revenue</b>	<b>Year to Date Percentage of Budget</b>	<b>Budget Remaining</b>
RESIDENTIAL PENALTY REVENUE	198,717.00	15,660.67	102,286.34	51.47%	96,430.66
COMMERCIAL PENALTY REVENUE	0.00	1,337.68	10,122.84	0.00%	-10,122.84
SOLID WASTE REVENUE	2,852,340.00	242,008.92	1,464,081.98	51.33%	1,388,258.02
WATER REVENUE	3,896,272.00	291,242.01	2,216,006.76	56.88%	1,680,265.24
WATER TAP REVENUE	2,770.00	147.00	1,446.00	52.20%	1,324.00
SEWER REVENUE	2,833,321.00	240,118.74	1,490,056.24	52.59%	1,343,264.76
SEWER TAP REVENUE	514.00	50.00	150.00	29.18%	364.00
INTEREST INCOME	25,317.00	6,847.95	37,967.93	149.97%	-12,650.93
LEASE REVENUE	121,702.00	5,987.59	73,879.69	60.71%	47,822.31
SCRAP METAL REVENUE	0.00	0.00	153.00	0.00%	-153.00
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00%	-98.92
*** TOTAL REVENUE ***	9,930,953.00	803,400.56	5,396,150.78	54.34%	4,534,802.22
<b>Total Revenues and Transfers In</b>	<b>9,930,953.00</b>	<b>803,400.56</b>	<b>5,396,150.78</b>	<b>54.34%</b>	<b>4,534,802.22</b>

**Expenses**

	<b>2022-2023 Annual Budget</b>	<b>December Expenses</b>	<b>Year to Date Expenses</b>	<b>Year to Date Percentage of Budget</b>	<b>Budget Remaining</b>
02.0-BPWA FINANCE	478,128.00	41,450.63	227,046.87	47.49%	251,081.13
08.1-BPWA ADMIN	172,030.00	16,675.35	78,716.14	45.76%	93,313.86
08.3-BPWA SANITATION	1,487,811.00	127,333.94	733,665.22	49.31%	754,145.78
08.4-BPWA FLEET MAINT	89,922.00	5,189.90	25,509.44	28.37%	64,412.56
12.0-BPWA WATER PLANT	1,751,119.00	222,048.43	1,005,180.84	57.40%	745,938.16
12.1-BPWA WATER LINE	403,392.00	72,034.54	197,000.49	48.84%	206,391.51
12.2-BPWA SEWER LINE	1,548,206.00	116,883.24	810,141.20	52.33%	738,064.80
97.0-DEBT SERVICE INTERST EXP	278,407.00	16,479.46	136,384.62	48.99%	142,022.38
98.0-CONTINGENCY	200,000.00	0.00	0.00	0.00%	200,000.00
99.0-TRANSFERS OUT	2,744,249.00	228,687.46	1,372,124.50	50.00%	1,372,124.50
<b>Total Expenses and Transfers Out</b>	<b>9,153,264.00</b>	<b>846,782.95</b>	<b>4,585,769.32</b>	<b>50.10%</b>	<b>4,567,494.68</b>
<b>DEBT SERVICE PRINCIPAL</b>	<b>1,115,614.00</b>	<b>75,833.33</b>	<b>638,528.32</b>	<b>57.24%</b>	<b>477,085.68</b>
<b>Revenues over (under) Expenses/Debt Service</b>	<b>-337,925.00</b>	<b>-119,215.72</b>	<b>171,853.14</b>	<b>-50.86%</b>	<b>-509,778.14</b>

**City of Bethany**  
**Capital Improvement Fund**  
**Statement of Revenue And Expense**  
**December 2022**

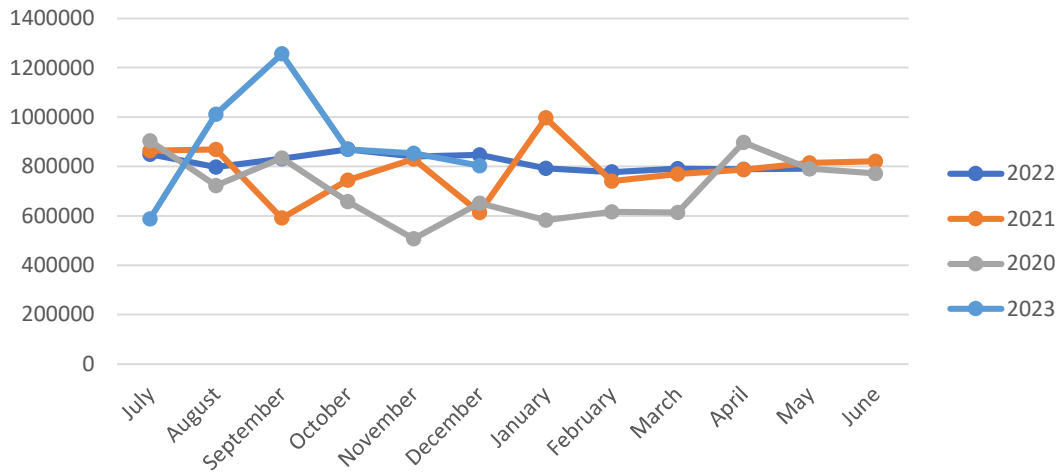
**Revenues**

	<b>2022-2023 Annual Budget</b>	<b>December Revenue</b>	<b>Year to Date Revenue</b>	<b>Year to Date Percentage of Budget</b>	<b>Budget Remaining</b>
SALES TAX 17.5% DEDICATED	963,530.00	85,839.84	521,844.55	54.16%	441,685.45
INTEREST REVENUE	701.00	0.00	296.61	42.31%	404.39
TRANSFER FROM GF	39,000.00	0.00	0.00	0.00%	39,000.00
GRANT REVENUE	691,000.00	80,000.00	80,000.00	0.00%	611,000.00
<b>Total Revenue</b>	<b>1,694,231.00</b>	<b>165,839.84</b>	<b>602,141.16</b>	<b>35.54%</b>	<b>1,092,089.84</b>

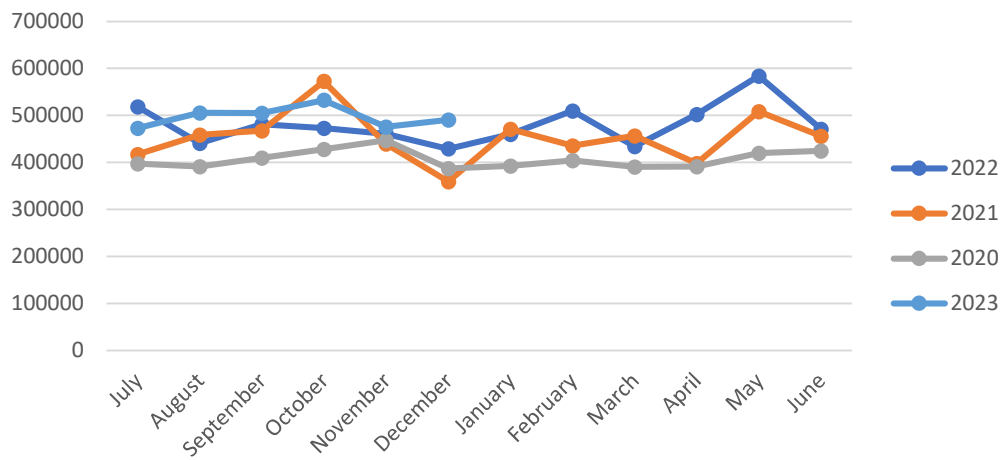
**Expenses**

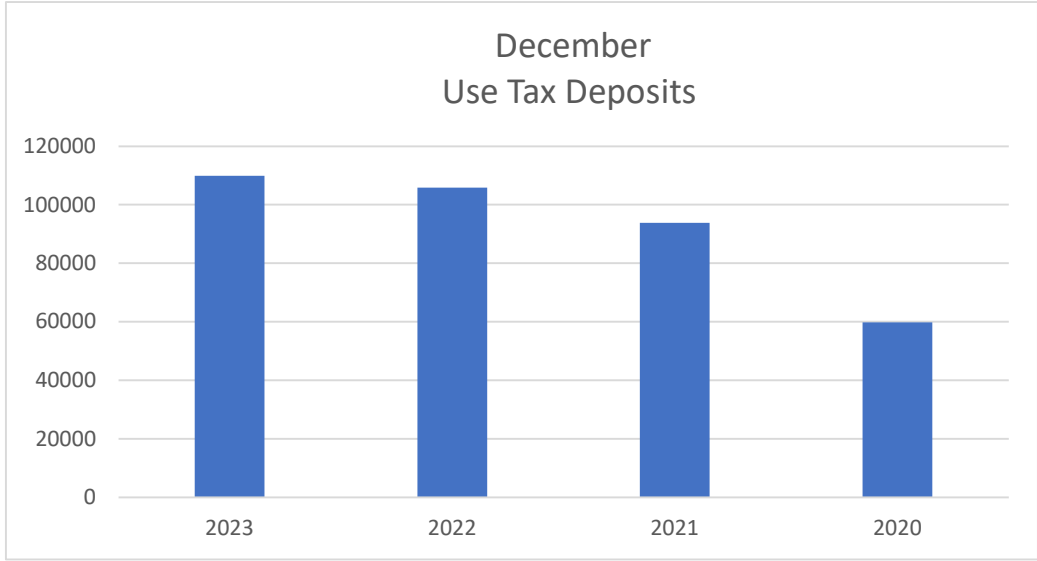
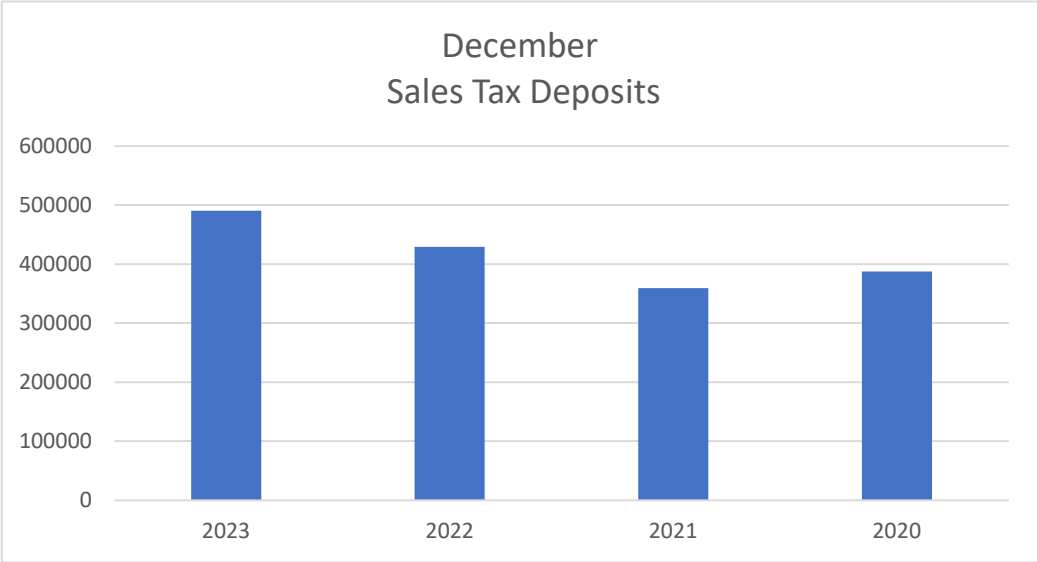
	<b>2022-2023 Annual Budget</b>	<b>December Expenses</b>	<b>Year to Date Expenses</b>	<b>Year to Date Percentage of Budget</b>	<b>Budget Remaining</b>
Capital Projects					
CIP2003 CityHall ADACompliance	96,000.00	57,000.40	94,972.83	98.93%	1,027.17
FIRE DEPT OVERHEAD DOORS	62,000.00	0.00	61,399.06	99.03%	600.94
RIPPER PARK POOL	85,000.00	0.00	0.00	0.00%	85,000.00
CDBG GRANT MATCH	196,000.00	16,825.00	16,825.00	8.58%	179,175.00
ODOT SIDEWALK PROJECT	350,000.00	0.00	0.00	0.00%	350,000.00
PUBLIC WORKS BACKHOE	105,749.00	0.00	0.00	0.00%	105,749.00
REPLACE VFD IN PUMP ROOM	120,000.00	0.00	0.00	0.00%	120,000.00
31ST STREET LIFT STATION	200,000.00	0.00	0.00	0.00%	200,000.00
DOWNTOWN WATER LINES REPL	150,000.00	0.00	0.00	0.00%	150,000.00
FIRE TRUCK LEASE PAYMENT	85,000.00	0.00	85,000.00	100.00%	0.00
PW 55HP TRACTOR MOWER	47,000.00	0.00	0.00	0.00%	47,000.00
SANITATION PACKER TRUCK	275,000.00	0.00	0.00	0.00%	275,000.00
UNLEADED FUEL PUMP	8,512.00	0.00	8,512.00	100.00%	0.00
CITY HALL LIGHT REPLACEMENT	8,000.00	0.00	0.00	0.00%	8,000.00
PW ZTR MOWER	18,000.00	0.00	0.00	0.00%	18,000.00
PW GRANT MATCHES	25,000.00	0.00	0.00	0.00%	25,000.00
WATER DEPT TRUCK	39,000.00	38,387.00	38,387.00	98.43%	613.00
REPLACEMENT DUMPSTERS	26,000.00	0.00	19,135.00	73.60%	6,865.00
PW 1/2 TON TRUCK	35,000.00	0.00	0.00	0.00%	35,000.00
<b>Total Capital Projects</b>	<b>1,931,261.00</b>	<b>112,212.40</b>	<b>324,230.89</b>	<b>16.79%</b>	<b>1,607,030.11</b>
<b>Revenues Over (under) Expenses</b>	<b>-237,030.00</b>	<b>53,627.44</b>	<b>277,910.27</b>	<b>-117.25%</b>	<b>-514,940.27</b>

### Public Works Authority Monthly Income



### Monthly Sales Tax Income





FUND: 072- MUNICIPAL COURT FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A		NON-DEPARTMENTAL				
23-46518	10-1869	CLEET	DEC 2022 CLEET REPORT	1/2023	DEC 2022	3,618.70
23-46519	10-1970	OSBI	DEC 2022 AFIS REPORT	1/2023	DEC 2022	3,657.69
23-46520	10-1970	OSBI	DEC 2022 FORENSIC RPT	1/2023	DEC 2022	3,398.96
23-46522	10-4235	OKLA BUREAU OF NARCOTICS	DEC 2022 OBN REPORT	1/2023	DEC 2022	25.00
DEPARTMENT TOTAL:						10,700.35
FUND TOTAL:						10,700.35
GRAND TOTAL:						446,268.60

# **AGREEMENT**

## **BETWEEN THE**



**CITY OF BETHANY, OKLAHOMA**

**AND**

**FRATERNAL ORDER OF POLICE  
LODGE 161**

**FISCAL YEARS-2022-2023**

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## **1. PREAMBLE**

**Section 1** The following Agreement between the City of Bethany, Oklahoma, a municipal corporation hereinafter referred to as Employer, and Lodge 161, Fraternal Order of Police, hereinafter referred to as Lodge, is recorded in written form to meet the requirements set forth in Title 11, Section 51, 105 of the Oklahoma Statutes, which requires the execution of a written contract incorporating any agreement reached. The intent of this Agreement is to:

- A. Assure the efficient and uninterrupted performance of the municipal police in the public interest;
- B. Provide an orderly procedure for the resolution of disputes concerning the Agreement's interpretation and application.
- C. Establish wages, hours, benefits, grievance procedures, and other conditions of employment of represented officers of the Bethany Police Department.

## **2. RECOGNITION**

The City of Bethany, hereinafter referred to as employer, recognizes the Fraternal Order of Police, Lodge 161, hereinafter referred to as FOP, as the exclusive bargaining agent during the term of this Agreement. For purposes of this Agreement, the bargaining unit shall consist of all permanent paid commissioned members of the Police Department, with the exception of the Chief of Police and one Administrative Assistant.

## **3. AUTHORITY AND TERM**

**Section 1** The Employer and the FOP have, by these presents, reduced to writing the Agreement entered into by the employer and the FOP through the collective bargaining process as that term is defined in 11 O.S. 1991, Section 51-101, as amended.

**Section 2** This Agreement shall be effective as of the 1<sup>st</sup> day of July 2022 and shall remain in full force and effect through the 30<sup>th</sup> day of June 2023.

**Section 3** The term of this agreement, as well as bargaining and arbitration for the terms of a successor agreement, shall be governed by the term of the Fire and Police Arbitration Act, O.S. 51-101 et, Seq.

## **4. WAGES**

**Section 1** All employees covered by this Agreement shall receive wages as stated in Addendum A for FY 2022-2023 which represents a 4% cost of living increase in July of 2022.

**Section 2** The City and the Union agree that the wages as listed in Addendums A.

## **5. SENIORITY**

**Section 1** Seniority shall mean the status attained by the length of continuous service in the Bethany Police Department. It shall commence from the date on which the employee becomes a regular employee upon satisfactory completion of one (1) year probationary period.

**Section 2** Seniority shall be determined as between two or more employees by highest rank. When two or more employees are of the same rank, seniority shall be determined by length of service within the rank. As between two or more employees of the same rank, who have the same length of service in said rank, seniority shall be determined by length of continuous service as a police officer with the Bethany Police Department. If after the application of the criteria set forth in this Section there still remains a question as to seniority between two or more officers, then, and in that event, seniority shall be determined between them by the highest Bethany Police Department hiring procedure ranking.

**Section 3** Seniority shall be lost upon the occurrence of any of the following:

- A. Discharge if not reversed;
- B. Resignation;
- C. Unexcused failure to return to work upon the expiration of a formal leave of absence;
- D. Retirement.

**Section 4** Seniority shall determine the priority of each employee to:

- A. Time off when annual vacation is granted;

- B. Regularly scheduled days off shall be determined and selected by the senior shift supervisor on a shift first, and then in order of rank and seniority taking into consideration minimum staffing needs.
- C. Order of layoff. (Recall shall be set forth in Section 6.)

**Section 5** When all other factors are equal, seniority shall be the determining factor in ordering work assignments and transfers to fill vacancies. These are factors which should pertain to work performance or other reasons which the Police Chief feels take precedence. The factors cited by the Chief will be in writing and given to the Executive Board of the FOP. This will be done on an individual basis and prior to the filling of the position. The Employer shall maintain a seniority list which shall contain date of employment, name and job position.

**Section 6** No employee shall be hired until the laid-off employee has been given the opportunity to return to work, subject to normal job employment requirements. Notice shall be mailed (certified) to both employee and Lodge. The affected employee shall have ten (10) days from receipt of notice to notify the Department of his wishes. An employee shall be given two (2) weeks- notice of lay off.

## **6. PROHIBITION OF STRIKE**

The FOP and the Employer are well aware of the public policy and the necessity that there shall be no strikes or other action which would tend to disrupt the provision of those services traditional to Employer's business; in that the public policy of the State of Oklahoma has been expressly stated by the Oklahoma Legislature and codified as Title 11 O.S. Section 51-101, as amended, that statutory provision is deemed to provide the spirit and intent of the terms of this Agreement.

## **7. MUTUAL RESPONSIBILITY**

The Employer and the FOP agree that for the duration of this Agreement, neither the Employer nor its agents, nor the FOP, its agents or members, shall discriminate against any employee because of his membership or non-membership in the FOP.

## **8. GRIEVANCE PROCEDURE**

**Section 1** A grievance is any dispute which may arise involving the interpretation or application of any of the provisions of this Agreement or the actions of the

parties hereunder. An employee covered by this Agreement may file a grievance when it concerns unsafe conditions or unsafe equipment.

**Section 2** It is the intent of the parties to this Agreement to prevent grievances and to settle any which may occur as fairly and as promptly as practical. Therefore, it is agreed that there should be time limits between the initiation of a grievance and its occurrence and between steps of the grievance procedure and the time in which each answer must be given. The times indicated by these provisions may be extended only by written mutual agreement of the parties. If the aggrieved party fails to pursue any grievance within the time limits provided, the grievance shall be considered waived and settled and the grievant shall have no further right to continue.

**Section 3** The Bargaining Agent may report an impending grievance to the Chief of Police or to the Human Resources Manager in an effort to forestall the occurrence.

**Section 4** A grievance shall be processed according to the procedures set forth in this Article.

**Section 5** An employee shall, and his FOP representative may first discuss a grievance with his immediate supervisor in an attempt to reach a satisfactory solution within ten (10) calendar days after the occurrence, leading to the grievance. The supervisor is encouraged to counsel with the employee concerning the situation. The supervisor's decision shall be made to the employee and his FOP representative if he has one within ten (10) calendar days. In this step, the content of the grievance, the oral response and the date of the meeting will be memorialized in writing by the senior management person present at the meeting. In the event the issue is resolved at this step, the resolution will be documented and forwarded to the Office of the Chief of Police.

**Section 6** If the grievance is not settled by the provision of Section 5, it shall be submitted in writing within ten (10) calendar days from the receipt of the supervisor's response in Section 5 to the FOP Grievance Committee, which shall be defined as the Executive Board of the FOP. Within ten (10) calendar days, the FOP Grievance Committee shall determine, in its discretion and judgment, whether or not a grievance exists as defined in Section 1 of this Article.

**Section 7** If the FOP Grievance Committee finds a grievance does exist, the Committee shall submit the grievance in writing within ten (10) calendar days from receipt of said grievance to the Police Chief and the Human Resources Manager. The written grievance shall include: a complete statement of the grievance and the facts upon which it is based, the specific article(s) and section(s) of this Agreement claimed to have been violated,

and the remedy or correction requested. The Police Chief shall give his response to the employee involved and the FOP Grievance Committee within ten (10) calendar days. If the FOP Grievance Committee finds that a grievance does not exist, the employee may continue the grievance procedure on his own.

**Section 8** If the grievance is not settled in Section 7, the FOP may, within ten (10) calendar days after receipt of the Police Chief's response, submit the written grievance and a copy of the Police Chief's response to the City Manager or his designee. The City Manager shall submit his or her answer in writing to the FOP President or his designee within ten (10) calendar days.

**Section 9** If the City Manager's response does not resolve the grievance, the FOP President or his designee shall contact the City Manager who will call a Pre-Arbitration Settlement Conference. The conference will be held within ten (10) calendar days and will be attended by the City Manager or his or her designee, the Police Chief and two (2) Union Representatives. In the event of a grievance initiated by an employee, the employee may attend the conference as an observer. The conference will provide an opportunity to settle the disagreement or the mutual agreement of both parties.

**Section 10** If the parties are unable to settle the grievance at the Pre-Arbitration Settlement conference within ten (10) calendar days after the completion of the Conference, then said grievance shall be submitted to arbitration for adjustment as follows:

- A. Within ten (10) calendar days of notice by a party of its intention to submit the matter to grievance arbitration, the party seeking arbitration shall request the Federal Mediation and Conciliation service to provide a list of nine (9) arbitrators. Within ten (10) calendar days after receipt of the list of arbitrators from the Federal Mediation and Conciliation Service, the Union and the Employer shall alternately strike the name of one arbitrator from the list of nine (9) until one name remains. The party seeking arbitration will strike first.
- B. The Arbitrator shall schedule a hearing and shall notify the Union and the Employer of the time and place of each hearing. All communication between the parties and the Arbitrator shall be made jointly.
- C. Except as provided in this paragraph, the Arbitrator shall have the power to administer oaths and to require by subpoena the attendance and testimony of witnesses, the production of books, records, and other evidence relevant to the issues presented to him for determination. The hearing shall be informal, with relaxed rules

of evidence, and any evidence deemed relevant by the Arbitrator may be received in evidence. The Arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any amendment thereto. The Arbitrator shall have no jurisdiction to establish provisions of a new agreement or variation of the present agreement to arbitrate away, in whole or in part, any provisions or amendments thereto. This shall not preclude individual wage grievances.

- D. The Arbitrator shall issue a written opinion.
- E. The decision, findings, and recommendations of the Arbitrator shall be final and binding upon the parties to this Agreement with respect to the interpretation, enforcement or application of the provisions of this Agreement. It is understood by the parties to this Agreement that filing a grievance under this Article, which as its last step final and binding arbitration, constitutes an election of remedies and waivers of any and all rights by both parties the Union and the Employer, to litigate or otherwise contest the last answer rendered through the grievance procedure in any court or other appeal form.
- F. The cost of the Arbitrator shall be shared equally between the Union and the Employer. If a transcript of the proceedings is requested, the party so requesting shall pay for it. If the other party seeks a copy of the transcript, then the cost of the transcript will be shared equally between the parties. The arbitrator will be provided with a copy of the transcript free of charge.

**Section 11** Employer grievances should they occur as a result of Union activities or actions, shall be submitted in writing directly to the President of the FOP or his designee and the City Clerk within ten (10) calendar days of the occurrence prompting the grievance. The process from this point will proceed commencing at Section 9 where the City Manager shall call a Pre-Arbitration Settlement Conference.

## **9. MANAGEMENT RIGHTS AND RESPONSIBILITIES**

**Section 1** The lodge recognizes the prerogative of Employer to operate and manage its affairs in all respects and in accordance with its responsibilities, and the power or authority which the employer has not officially abridged, delegated, granted or modified by this Agreement are retained by the Employer, and all rights, powers and authority the Employer has prior to the signing of this Agreement, are retained by the employer, and remain exclusively within the rights of the Employer.

## **Section 2**

Except as may be limited herein, the Employer retains the rights in accordance with the constitution, the laws of the State of Oklahoma, and the Charter of the municipality and the responsibilities and duties contained in the laws of the State of Oklahoma and the ordinances and regulations promulgated thereunder. These rights include, but are not limited to the following:

- A. The right to determine Police Department policy, including the rights to manage the affairs of the Police Department in all respects, which do not affect terms and conditions of employment;
- B. The right to assign working hours, including overtime;
- C. The right to direct the members of the Police Department, including the right to hire, promote, or transfer any Police Officer;
- D. The right to determine the table of organization of the Police Department, including the right to organize and reorganize the Police Department and the determination of the job classifications and ranks based upon duties assigned;
- E. The right to determine the safety, health and property protection measures for the Police Department;
- F. The right to allocate and assign work to Police Officers within the Police Department;
- G. The right to determine and implement the policy affecting the training of employees;
- H. The right to schedule operations;
- I. The right to establish, modify and enforce Police Department rules, regulations and orders;
- J. The right to introduce new, improved or different methods and techniques of operation of the Police Department or change existing methods and techniques;
- K. The right to determine the amount of supervision necessary;
- L. The right to control the departmental budget;
- M. The right to take whatever actions may be necessary to carry out the mission of the Employer in situations of emergency;

- N. The right to terminate, suspend, demote and take other disciplinary action against employees for just cause;
- O. The right to determine the number of ranks and number of employees in each rank;
- P. The right to transfer work from one position to another within the classified service of the Police Department;
- Q. The placing of maintenance or other work with outside contractors and other agencies of the City;
- R. The right to be the sole judge of the qualifications and selection of applicants;
- S. The Lodge recognizes that the Employer has the right to determine the level of manning on each shift.

## **10. UNION RIGHTS AND RESPONSIBILITIES**

**Section 1** This Agreement shall be binding upon the successors and assignees of the parties hereto during the term of this Contract; and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger or annexation, transfer or assignment of either party hereto, or affected, modified, altered changed in any respect whatsoever by any change of any kind in the ownership or management of either party hereto, or by any change geographically of the place of business of either party hereto.

**Section 2** Except as specifically provided in this Agreement and subject to the rights of management as previously set out in Article VII of this Agreement, all rules, regulations, fiscal procedures, working conditions, departmental practices and manner of conducting the operation and administration of the department currently in effect on the effective date of this Agreement shall be deemed a part of said Agreement unless and except as modified or changed by the specific terms of this Agreement. The Employer hereby reserves the right to adopt, modify and enforce all reasonable administrative departmental and personnel rules, regulations and policies as long as they do not change terms and conditions of employment.

**Section 3** The Lodge, its officers and members shall not intimidate or coerce employees into joining the Lodge.

**Section 4** No Lodge business of any kind shall be carried on by any on-duty employee.

**Section 5** The Lodge recognizes its responsibility as bargaining agent to represent all employees in the bargaining unit fairly.

**Section 6** The City will allow the FOP to utilize the Police Department training room for union activities under the following conditions:

- A. Scheduling the use of the room is cleared through the Chief of Police or Police Major prior to being used by the FOP.
- B. That once the meeting is over, the FOP will clean up and return all tables and chairs to their proper place.
- C. If the meetings are disruptive to Police Department activities by feedback from the Chief of Police, the city will contact the FOP concerning the complaint and attempt to resolve the problem.
- D. Training room is located at 6714 NW 36<sup>th</sup> Street, Bethany Oklahoma.

**Section 7** The FOP recognizes that political activity is prohibited while bargaining unit members are on duty, in uniform or on City property.

## **11. LONGEVITY**

Longevity shall be paid to employees with at least three (3) years of continuous service with the City of Bethany Police Department. Longevity shall be in addition to regular base wages and shall be paid on the basis:

<u>Beginning Year of Service</u>	<u>Longevity Pay Per Month</u>
4 <sup>th</sup> Year	\$35.00
6 <sup>th</sup> Year	\$55.00
8 <sup>th</sup> Year	\$75.00
10 <sup>th</sup> Year	\$95.00
12 <sup>th</sup> Year	\$115.00
14 <sup>th</sup> Year	\$135.00
16 <sup>th</sup> Year	\$155.00
18 <sup>th</sup> Year	\$175.00
20 <sup>th</sup> Year	\$195.00
21 <sup>st</sup> year	\$205.00

**Section 2** No employee shall draw more than Two Hundred Five dollars (\$205.00) per month in longevity pay.

## **12. ANNUAL LEAVE**

- Section 1** All permanent employees covered by this Agreement are eligible for annual leave time as follows: 1-5 years, 8 hours per month; 6-10 years, 10 hours per month; 11-15 years, 12 hours per month; 16-retirement, 14 hours per month. Such leave time shall not be accumulated over three hundred and fifty (350) hours after the last full pay period of each calendar year, however, at the time of retirement or separation of employment with the City, pay for accrued leave shall not exceed three hundred (300) hours in accordance with Section 12-7.
- Section 2** Employees shall not accrue vacation leave for any period during which they are on lay off or other leaves of absence without pay (unless otherwise agreed by the Employer) or engaged in conduct in violation of Article 6 "Prohibition of Strike".
- Section 3** Annual leave in blocks of five (5) days or more shall be submitted to the Chief of Police or his designee at least thirty (30) days prior to leave time requested. The Chief shall have the authority, in his sole discretion, to reschedule annual leave for an employee unable to take his or her leave scheduled pursuant to this Section.
- Section 4** Annual leave requests for less than blocks of five (5) days shall be submitted to the Chief of Police or his designee seventy-two (72) hours prior to the leave time requested and shall be considered in order of submittal. The Chief of Police, or his designee, can waive the seventy-two- (72) hour requirement if sufficient manpower is available.
- Section 5** Annual leave may be taken in one (1) hour increments.
- Section 6** The Employer maintains the right to cancel and reschedule any or all approved leave upon emergency conditions.
- Section 7** Any employee who is laid off, resigns, retires, or is otherwise separated from the service of the City, shall receive vacation pay for all of their accrued vacation not exceeding three hundred (300) hours upon their separation from employment with the City. The amount of payment for all unused vacation shall be calculated based upon the employee's hourly base rate of pay in effect for the employee's regular job, or the last workday of the employee's employment.

## **13. CLOTHING ALLOWANCE**

**Section 1** The Employer will allow up to thirty dollars (\$30.00) per uniformed personnel per month toward uniform cleaning subject to the following guidelines:

- A. The employee will use the City designated cleaners and will be responsible for taking the items eligible for cleaning to and from the designated cleaners.
- B. The designated cleaners will keep records and bill the City directly.
- C. The employee will be responsible to the designated cleaners for amounts in excess of the thirty dollars (\$30.00) allotted per month. The employee will be required to sign the receipts when picking up the cleaning.
- D. The only items that are eligible to be cleaned are the following Bethany Police Department uniform components:
  - 1. Shirts
  - 2. Trousers
  - 3. Tie
  - 4. Uniform Jacket
  - 5. Dickies
- E. Style, material and fit of uniforms will be determined by the Employer.

**Section 2** Detectives shall receive a forty dollar (\$40.00) per month cleaning allowance paid directly to the employee

**Section 3** Replacement – The City of Bethany will replace on duty damaged uniforms on an as-needed basis, subject to the following guidelines (only the following items are eligible for replacement):

- A. Shirts
- B. Trousers
- C. Authorized equipment to be utilized and required by the Department
- D. Ties
- E. Footwear

**Section 4** The City shall furnish all non-probationary officers with twelve hundred (\$1200.00) per uniform maintenance allowance payable in two equal installments of six hundred dollars (\$600.00) during August and February of each fiscal year. A probationary employee who is receiving a uniform allowance at the time this Agreement is signed will be allowed to continue to receive the allowance. However, the employee will not be entitled to the

additional articles of uniform and equipment added to Section 8 of this Agreement.

**Section 5** If requested by the Chief, the officer will submit receipts to the Chief verifying what items have been purchased by the officer. If the officer is not able to supply the Chief with receipts concerning the purchases made for uniform maintenance, the officer could be ineligible for the next payment.

**Section 6** If an employee's personal property is damaged, lost or destroyed in the line of duty and not as a result of the negligence or misconduct of the employee, the City will either repair or replace the item with one of comparable quality. Items within this provision include but are not limited to: watches not to exceed \$150.00; and eyeglasses not to exceed \$500.00 less any amount paid by insurance. The City will not be required to reimburse any single officer in an amount exceeding \$750.00 per fiscal year unless the lost or damaged item(s) are medically necessary.

**Section 7** Uniform articles damaged or destroyed while not in the line of duty will not be repaired or replaced by the City.

**Section 8** Each new recruit will be issued upon employment the following uniform and equipment items:

- A. Four (4) short sleeve shirts
- B. Four (4) long sleeve shirts
- C. Four (4) pairs standard uniform pants
- D. Leather duty belt with holster/cuff case, OC case and taser holster
- E. Duty gun and ammo
- F. Soft body armor
- G. Two (2) name tags
- H. Two (2) badges
- I. One (1) cold weather jacket/coat
- J. One (1) lke jacket
- K. One (1) tie
- L. One (1) rain jacket
- M. One pair of black duty boots approved by the Chief not to exceed \$150.00.

## **14. INSURANCE**

**Section 1** The Employer agrees to pay a portion of the monthly group life and group health insurance premium on the employee in the same amount as provided to non-union employees of the Employer. (See attached Addendum B.)

**Section 2** The Employer further agrees to pay a portion of the monthly dependent premium for employees whose dependents are covered by the Employer's group health insurance policy in the same amount as provided to non-Union employees. Such payment shall be made directly to the insurance carrier.

**Section 3** The Employer retains the right to select and change the benefits for said insurance coverages.

**Section 4** The Employer retains the right to select the insurance carriers including the right to self-insure.

**Section 5** The Employer shall appoint at least one member of the FOP to the Employee Insurance Committee. Should a FOP member not be willing to volunteer, then the employer may appoint a member of the bargaining unit.

## **15. TUITION INCENTIVE**

**Section 1** The Employer will reimburse employees for course tuition, subject to the conditions of this Article. Reimbursement shall be limited to the actual hourly rate per course hour or the highest (non-graduate rate for non-graduate courses and graduate rate for graduate courses) level hourly rate for a state institution of higher education. Nothing contained in this Article shall be construed to require the Employer to compensate the employee for time spent in fulfilling course requirements, or to pay for travel, books or any expense other than tuition. To assist with budget planning, an officer who intends to take eligible college courses as defined in Section 2 below for the upcoming fiscal year is to provide an estimate of the cost for the entire fiscal year by March 15<sup>th</sup> to the Office of the Chief of Police. The fact that an employee provides the information does not require the employee to take the course(s).

**Section 2** To be eligible for tuition reimbursement, the course and employee shall meet the following standards:

- A. The course shall be Police related and approved by the Police Chief in advance of the employee enrolling therein;
- B. The course shall be administered by an accredited institution, except that tuition for correspondence courses shall not be eligible for reimbursement;
- C. The employee shall pay the tuition for the course, any tuition which is directly or indirectly paid or reimbursed by any third party shall not be eligible for reimbursement by the Employer; and,

- D. The employee shall receive a letter grade of “B” or higher for his performance in the course and not be evaluated on the basis of pass/fail or satisfactory/unsatisfactory, except that in any course in which a letter grade cannot be awarded, the employee shall receive either “pass” or “satisfactory”.

**Section 3** Upon completion of the course, the employee may initiate a claim for reimbursement in the following manner:

- A. The employee must present a receipt from the institution reflecting the amount paid by the employee for tuition;
- B. The employee must present an official transcript from the registrar of the institution showing that the employee has met the grading requirements of Section 2D.

## **16. EDUCATION INCENTIVE PAY**

**Section 1** Employees of the bargaining unit shall receive education incentive pay for achieving the following education levels in college accredited police related courses approved by the Chief of Police.

- Level:
- I. Associate degree \$50.00 per month upon proof of an associate degree from an accredited institution.
  - II. Bachelor’s Degree \$100.00 per month upon proof of a bachelor’s degree from an accredited institution. A Bachelor’s Degree in any field would qualify for this level.
  - III. Master’s Degree \$150.00 per month upon proof of a master’s degree from an accredited educational institution in a subject relative to law enforcement. The approved fields will be Law Enforcement, Criminal Justice, Psychology, Sociology, Police Science, Management and Business Administration.

## **17. SICK LEAVE**

**Section 1** Employees shall accumulate eight (8) hours of sick leave pay per month up to a maximum of 960 hours. FOP Members with more than 960 hours of

accrued sick leave will not lose their accrued hours but will not accrue additional hours until they have reduced their accrual below 960. Upon retirement, employees may convert sick leave which has accumulated over 740 hours to pay at the ratio of two (2) hours sick leave to one (1) hour pay. Maximum amount of hours paid shall not exceed one hundred and forty (140) hours.

**Section 2** Sick leave may be used by an employee only when incapacitated to perform his/her duties due to illness or injury not caused in the line of duty, or in the event of an illness in the employee's immediate family. Immediate family shall be as defined in the Family and Medical Leave Act.

**Section 3** An employee who does not report for duty for reasons which entitle them to sick leave, shall personally notify the Employer by their usual reporting time. In the event of an absence of more than one shift, the Employer may require a statement from a medical doctor clarifying the fact that the employee has been under medical care during his absence from work.

**Section 4** Any employee who makes a false claim for paid sick leave shall be subject to disciplinary action.

**Section 5** Each employee who uses no sick leave during the contract year (July 1 through June 30) shall receive one shift of bonus leave to be used for any personal purpose within the six months immediately following June 30.

**Section 6** The FOP recognizes that Section 37.06 (g) of the Bethany Code of Ordinances, that was formally referred to as 206 (g) has been repealed by the Bethany City Council. This means that sick leave can and will be used in amounts of less than one half (½) day. All time sheets must include all time taken off work for illness or other medical reasons.

## **18. EMERGENCY LEAVE**

**Section 1** Emergency leave with pay will be granted in the event of a death in the employee's immediate family, serious illness, or birth of a child or placement of a child by adoption.

**Section 2** The employee's immediate family shall be defined as the spouse, father, mother, son, daughter, brother, sister, and grandparents of the employee and the employee's spouse.

**Section 3** The emergency leave herein provided applies only when the family death, serious illness, or unusual circumstance does, in fact, require them off from regularly scheduled duty and does not contemplate nor grant an accrual of

time when said events occur during regularly scheduled days off, vacations, or other permissible leave within pay periods.

**Section 4** Emergency leave is limited to five (5) days per year. Should an employee require additional emergency leave in excess of five (5) days per year, and provided the Chief of Police grants approval, such leave shall be charged to sick leave.

## **19. MILITARY LEAVE**

An employee who presents official orders requiring his attendance for active duty or other service as a member of the United States Armed Forces, the Oklahoma State Guard of the State of Oklahoma Reserves, shall be entitled to leave of absence for the period of time of such active duty without loss of status or efficiency rating and without loss of pay for such periods of time as dictated by state and/or federal laws, as amended from time to time. Employee may use accrued vacation leave to supplement any payment made under state or federal law or to pay for any health insurance premiums.

## **20. DUES CHECK-OFF**

**Section 1** The Employer agrees to deduct each month Lodge dues in an amount certified to be correct by the Secretary-Treasurer of the Lodge, from the pay of those employees who individually request in writing that deductions be made and such deductions shall continue until the employee requests in writing that deductions cease. All deductions will be for the month in which they are taken.

**Section 2** The Employer shall remit each month the total amount of deductions to the Secretary-Treasurer of the Lodge. The Lodge shall pay the Employer a reasonable bookkeeping fee of five percent (5%) of the total amount of deductions each month.

**Section 3** As to the deductions for dues, the Lodge agrees to be responsible for refunding any deductions which are refundable when an employee terminates or resigns; to be responsible for making a proper adjustment with the employee affected if the Employer makes an error or improper deduction; to indemnify, defend, and hold the Employer harmless as to claims made, or suit instituted, against the Employer on account of payroll deductions for Lodge dues or premiums, if liability is due to Lodge actions.

## **21. BULLETIN BOARDS**

**Section 1** The Employer shall allow the Lodge to maintain a bulletin board no larger than three (3) feet by three (3) feet, at the Bethany Police Station. This board shall be used only for the following materials:

- A. Recreation and social affairs
- B. Lodge meetings
- C. Lodge elections
- D. Reports of Lodge committees
- E. Fraternal Order of Police and State Association notices
- F. Legislative enactments, judicial decisions, and proposed successor agreements to this Agreement affecting employees, said enactments, decisions and proposed agreements posted in full without comment or interpretation
- G. Newspaper clippings and magazine articles of interest to members of the Lodge
- H. Minutes of Lodge meetings which do not violate the provisions of the following paragraph.

**Section 2** Materials shall not contain anything reflecting negatively upon the Employer, any of its employees, or any labor organization among its employees.

**Section 3** The Lodge President shall be responsible for the contents of the above materials. Any material on the bulletin board must bear the signature of the Lodge President on its face. Material without such signature will be subject to removal without notice by the Employer.

**Section 4** Any violation of the provisions of this Article shall entitle the Employer to remove any offending article.

## **22. RETIREMENT**

The City shall comply with the terms of 11 O.S. Section 50-101 regarding retirement benefits and related matters.

## **23. SAVINGS CLAUSE**

In the event any Article, Section, or portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically held invalid in the court's decision; and upon issuance of such a decision, the employer and the FOP agree to immediately commence to negotiate a substitute for the invalidated Article, Section, or portion thereof. The balance of the Agreement shall not be affected by such a decision.

## **24. TIME OFF FOR UNION BUSINESS**

**Section 1** Upon giving eight (8) days written notice acknowledged by the Chief of Police, the Executive Board of FOP Lodge 161, and the Bargaining Team, may be granted time off with pay, by the Chief of Police, to conduct FOP Lodge 161 business. Business to be conducted must be defined and specified at the time the written request is made.

**Section 2** The Employer agrees to allow Members of Lodge 161 up to an additional fifty (50) additional days off for legitimate Union business, including State Convention and Police Week but In no case shall any one individual member be allowed to utilize more than twelve (12) days in any one contract year.

**Section 3** Requests for Union business time off will not be denied except for legitimate reason given in writing.

**Section 4** If an emergency situation arises while a member is in approved Union business time status, the member will immediately revert back to general duty status. Such a revision will not be treated as a call back.

## **25. RISK MANAGEMENT**

**Section 1** It is the City's intent to contain its workers' compensation costs through a comprehensive program of training, purchase of proper equipment and review of accidents. Said program is contained in the "Safety Manual" developed by the Employee Safety and Accident Review Committee (ESARC). The Employer agrees to appoint one member of the FOP to the ESARC. Should a FOP member not be willing to volunteer, then the Employer may appoint a member of the bargaining unit.

**Section 2** Should the FOP desire a labor relations committee to discuss safety issues with the City, the makeup of the committee shall be the following: for the City – Police Chief and the Assistant City Manager; for the FOP – President of the FOP and a designee of his or her choice. This designee shall be on this committee for a minimum of at least one fiscal year. The committee may be called to meet at any time by any one of the members of the committee. The committee will have recommendation power only.

## **26. PERSONAL LEAVE BANK**

**Section 1** Employees will be granted thirteen (13) shifts of personal leave per calendar year calculated at the normal number of hours the employee works. The personal leave will be credited to each employee in an equal amount every six (6) months of the calendar year. This will become effective January 1, 2022.

**Section 2** Personal leave may be taken in blocks of one shift.

**Section 3** All hours in the Personal Leave Bank are to be used on a calendar year basis and must be used before the end of the calendar year. Personal leave cannot be carried over into the following year.

**Section 4** Any employee who is laid off, resigns, retires, or is otherwise separated from the service of the City shall receive pay for their accrued Personal Leave Bank hours in an amount not to exceed thirteen (13) shifts upon their separation from employment with the City. The amount of pay for all unused personal hours shall be calculated based upon the employee's hourly base rate of pay in effect for the employee's regular job on the employee's last day of employment.

**Section 5** The Personal Leave Bank replaces the "Holidays" article and will become effective on January 1, 2020.

## **27. PERSONNEL REDUCTION**

**Section 1** In the case of personnel reduction, seniority shall be a factor in considering the order of lay off. It is understood that if a more senior employee were laid off, this decision would be subject to the grievance procedure.

**Section 2** In determining seniority for the purpose of personnel reduction, only time as a full-time paid employee in the Bethany Police Department will be counted.

## **28. OVERTIME AND HOURS OF WORK**

**Section 1** All hours actually worked over eighty-two (82) hours during any given fourteen (14) day work period shall be considered overtime and compensated in the following methods. Compensation for overtime shall be in the form of compensatory time at the rate of one and one half (1 ½) hours for each hour worked, or cash payments at the rate of one and one half (1 ½) times the Employee's regular hourly rate of pay. Each employee may select his or her option. Compensatory time off should be used as soon as possible after accrual. Employees may accumulate overtime up to four hundred and eighty (480) hours. The employee may request that the overtime be used or paid by following departmental procedures for notification. Time accumulated in excess of four hundred and eighty (480) hours must be paid in the time period it is accrued in.

**Section 2** Court time is defined as time spent in district court, municipal court or the administrative hearing rooms of the Department of Public Safety, while in off-duty status. Compensation for off-duty court time shall begin when the officer arrives at the court or hearing site and shall cease when the officer's presence is no longer required, plus a reasonable length of time to return home. A minimum of two (2) hours will be paid per appearance. Each employee may select option of payment whether it be compensatory time off or cash payment if the court time results in the employee exceeding eighty-two (82) hours in the pay period.

**Section 3** For the purpose of determining work cycle overtime, hours worked shall not include annual leave, sick leave, holidays, injury leave, meritorious leave, special leave, any and all other leaves or absences with or without pay, and all time defined as non-compensable under the Fair Labor Standards Act.

**Section 4** The decision of whether overtime is required shall be at the discretion of the Chief of Police. No hours worked in excess of an employee's regular shift shall be counted toward the computation of overtime unless such work is authorized by the Chief of Police or his designee.

**Section 5** The Lodge agrees that certain activities shall not be considered working time. These times include, but are not limited to the following:

- A. Time changing in or out of uniforms before or after normal work hours.
- B. Off-duty time involving the resolution of a grievance.
- C. Off-duty time involving promotional testing.

- D. All off-duty time attending training facilities excluding time spent in actual Employer approved or required training sessions.
- E. Off-duty time engaged in travel for conferences, seminars or training requiring overnight stays, which is outside the employer's normal work pursuant to the Fair Labor Standards Act.

NOTE: The parties have entered into a Memorandum of Understanding for FY 21-22 to address the possible implementation of ten (10) hour shifts on a trial basis when manning levels allow for the same.

## **29. WORKING OUT OF CLASSIFICATION**

**Section 1** Any "Police Officer" covered by this Agreement who is eligible and required to act in a position of Shift Supervisor for a minimum of four (4) hours, shall be compensated twenty-five dollars (\$25) above his/her base salary for shifts worked as Supervisor. Such additional pay shall be paid only for hours worked out of classification as Shift Supervisor.

**Section 2** The Employer agrees that absent an emergency, only one person will be required to act in any one higher position until such position is permanently filled or until the employee who normally holds the higher position returns to his regular working position.

## **30. OFFICER BILL OF RIGHTS**

**Section 1** It is recognized that due to the nature of an officer's duties, complaints may be made by citizens concerning an officer's action or non-action. The rights of the citizens to complain about abuses of police power must be protected in the same manner as individual Police Officers must be protected against false allegations of abuse, misconduct, etc. The procedures, rights, and privileges as set forth in this article are established to ensure both parties are guaranteed equal rights.

**Section 2** The first step of a citizen's complaint will be handled within the Police Department. The following procedure will be:

- A. The complaint by the citizen may be verbal, over the phone or in writing to the officer's immediate supervisor. The supervisor will determine whether or not the complaint has merit or if it can be taken care of at that level. The immediate supervisor will contact the citizen

and inform him/her of his decision. If either party is not satisfied, the complaint can be taken to the Chief of Police.

- B. The Chief of Police will then review the complaint and make a determination if the complaint has merit, or it does not. The Chief will inform both parties of his decision where the citizen has the opportunity to take the complaint to the City Manager's office in which an IAC can be conducted. If the officer disagrees with the Chief's decision, the officer may appeal through the grievance procedure established in the contract.

### **Section 3**

A member of the FOP will be a part of the IAC. This member will be mutually agreed to by the Police Chief and the FOP. Whenever an officer is under investigation and is subject to questioning by an Internal Affairs Committee (IAC) for any reason, which could lead to disciplinary action, demotion or dismissal such questioning shall be conducted under the following conditions:

- A. The investigation shall be conducted as follows:
  - 1. The officer shall have the opportunity to review and respond to the formal complaint at least 48 hours before appearing before the Committee.
  - 2. The officer under investigation shall be informed by the City Manager's office as to the date and time of the Committee's hearing at least five days before the hearing.
  - 3. Sessions conducted by the Internal Affairs Committee (IAC) shall be reasonable in nature and allow for rest periods if necessary.
  - 4. The officer under investigation shall not be subjected to offensive language or threatened with transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to obtain testimony or evidence.
  - 5. The officer under investigation shall be informed of his rights and his responsibility to answer all questions including his Fifth Amendment rights against self-incrimination.
  - 6. The questioning of officers under investigation may be taped or recorded in written form, at the discretion of the IAC, and questioning of officers shall be limited to the subject of the complaint.

7. An officer under investigation shall receive written notification from the City Manager as to the determination of the investigation.
8. No officer shall be discharged, disciplined, demoted, or denied promotion, or transfers, or reassignment, or otherwise be discriminated against in regard to his employment, or be threatened with any such treatment by reason of his exercise of the result granted by this contract.
9. A member of the bargaining unit, when ordered to take a polygraph for administrative investigations is not required to fill out any forms or statements saying that the polygraph is voluntary. An officer shall not be required to take a polygraph until after the complainant or other adverse witness has taken a polygraph.
10. No member of the bargaining unit shall be required to disclose his or her own, or member of his family or household's income, assets, debts, expenditures, or other financial information unless such information is pertinent to the investigation of a complaint, or conflict investigation, or otherwise required by law.
11. No member shall be required to donate or contribute to any type of political or charitable campaign.
12. An officer, at no expense to the City, shall have a right to representation during any interview conducted on a complaint, or on any matter which could lead to discipline, whether the officer is the subject of the complaint or a witness.

### **31. PROMOTIONAL PROCEDURE**

#### **A. Responsibilities:**

1. The Deputy Chief will be responsible for the administration of the departmental promotional processes.
2. The Chief of Police will have the final decision-making authority in all promotional selections for the positions below the rank of Chief of Police.

#### **B. General Procedures:**

1. All candidates eligible for any promotional vacancy will be provided with a written announcement to include the following information:
  - a. Position description
  - b. Eligibility requirements
  - c. A description of the selection process
  
- C. Candidates may participate in a selection process for any of the following positions for which they may be eligible:
  1. Captain
  2. Lieutenant
  
- D. Eligibility criteria for each position will be as follows:
  1. Captain
    - a. Seven (7) years of service as a certified police officer with the Bethany Police Department and currently holding the rank of Lieutenant
    - b. A minimum of a bachelor's degree from an accredited college or university.
    - c. No disciplinary action in the previous twelve (12) months.
    - d. Must demonstrate a commitment to the organization and its philosophies, goals, and objectives.
  2. Lieutenant
    - a. Five years of service as a certified police officer with the Bethany Police Department.
    - b. A minimum of an associate degree from an accredited college or university.
    - c. No disciplinary action in the previous twelve (12) months.
    - d. Must demonstrate a commitment to the organization and its philosophies, goals, and objectives.
  
- E. Selection Procedures:

1. The Captain and Lieutenant positions are appointed by the Chief of Police. The information that the Chief may consider in making an appointment includes, but is not limited to, the following:
  - a. Review of performance evaluations.
  - b. Consultations with supervisors and other police officials for determining demonstrated teamwork, public relations ability and cooperative attitude of the candidate.
  - c. Educational achievements.
  - d. Written police exam
  - e. Personal interview with the Chief of Police.
- F. Review Board: Each candidate for the rank of Lieutenant or Captain will be interviewed by a Review Board composed of the following: one (1) senior management personnel from the City; one (1) Bethany police officer of equal or greater rank than the position in question and two (2) individuals who have held the rank equal to or greater than the rank at issues for at least two (2) years and are from municipal police departments equal to or greater than the size of the Bethany Police Department. The FOP may designate a silent, non-participant observer.
- G. Selection of candidates for promotion:
  1. The Chief of Police will select candidates for promotion to Lieutenant or to Detective as follows:
    - a. The Deputy Chief will furnish the names of the candidates with the overall scores in rank order to the Chief of Police.
    - b. Upon reviewing the list, the Chief of Police will promote anyone of the three highest scoring candidates who are fully capable of assuming the duties of the higher rank.
    - c. If two positions are available at the same time, the Chief of Police will select from the top six scoring candidates.
  2. The Chief of Police will select candidates for promotion to Captain as follows:
    - a. They will be appointed by the Chief of Police.

## **32. SAFETY COMMITTEE**

**Section 1** There shall be a “Safety Committee” consisting of five members to review and develop recommendations for safety issues within the Police Department.

A. Membership

1. Four (4) members within the FOP membership appointed by the FOP.
2. One (1) member shall be the City Manager or his/her designee.

B. Functions

1. Review member working conditions and programs and make recommendations to the Chief and City Manager for safety improvements.
2. Review workplace and equipment and make recommendations to the Chief and City Manager.
3. Review accidents involving FOP members and make recommendations regarding cause of accident and preventative measures.

## **33. DRUG TESTING**

Members of the Bethany Police Department will participate in and be subject to the City of Bethany Drug Testing Policy effective July 1, 2021.

## **34. HOLIDAY PAY**

Officers working on the following holidays will receive overtime pay at a rate of time and a half: New Year’s Day, Easter, Thanksgiving, Christmas Eve, Christmas Day, Veteran’s Day and Independence Day.

### **35. SHIFT DIFFERENTIAL**

Officers scheduled to work evening and midnight shift shall receive an additional \$100.00 per month.

### **36. TRAINER COMPENSATION**

- A. Field Training Program: Field Training Officers will be paid three hundred dollars (\$300.00) per one-month training period for the first three months cycle of training, per trainee employee and one hundred dollars (\$100.00) for the last two week training cycle per trainee employee.
- B. Field Training Coordinators will be paid two hundred dollars (\$200.00) per trainee completing the program
- C. Officer Training: CLEET Certified Trainers will receive an additional twenty-five dollars (\$25.00) of pay, per workday (no less than eight hours) of training. Those courses considered for the training will include Firearms, Police Defensive Driving, and Self Defense Training including non-lethal training (pepper spray and Taser.)
- D. The City will be responsible for the scheduling of all FTO's and trainers. No trainer will be paid for training outside the City of Bethany except with written permission of the Chief of Police or his designee.

### **37. MASTER PATROLMAN**

A Police Officer who has completed the requirements for and received the Advanced Law Enforcement Certificate and has five years of uninterrupted service to the Bethany Police Department shall obtain the Master Patrolman position. The officer must not have had a disciplinary action in excess of a warning in the past year. This position is an honorary position only and the holder shall not hold supervisory rank nor receive additional pay for the position. The Chief of Police may withdraw the title if there is a serious violation of policy.

## **38. EMPLOYEE EVALUATIONS**

- A. Employees will participate in an annual evaluation using the city provided evaluation form.
- B. The employees' immediate supervisor should complete the evaluation. If the employee has recently changed supervisors, the Chief should arrange for the prior supervisor to participate in the evaluation process.
- C. The supervisor should provide documentation for any score of "needs improvement" or "unacceptable". If an employee receives an "outstanding" score, the supervisor should provide documentation or an explanation as to what prompted the outstanding score.
- D. After the evaluation form is completed, it will be forwarded to the next line supervisor for review. The Chief and Deputy Chief will also review the evaluation. If a senior supervisor believes that there is a problem with the evaluation, that reviewer will meet with the evaluator and discuss the evaluation. If the reviewer is satisfied that it is the scored correctly, the evaluation will be forwarded to the Chiefs office.
- E. The Department Chief should thoroughly review the evaluation. If he/she is confident in the validity of the document, the document should be forwarded to the Office of the City Manager. If the Chief has questions about the evaluation, the Chief should do the investigation that is necessary to feel confident that the evaluation is proper.
- F. If an employee is given a confidence rating of "No Confidence", in the Overall Confidence Rating Section, the step increase for that employee will be withheld for six months. The employee's supervisor should set up a plan of action to improve the employee's performance within the next six months. If at the end of six months, the employee has made the necessary improvements, that employee will be granted the step raise at that time. The raise will not be retroactive.
- G. If the employee being evaluated does not agree with the score given, the employee may request a review from the City Manager. The City Manager will consider the documentation and the statements of those individuals involved.
- H. The City Manager may confirm the evaluation or request that the evaluation be returned to the Police Chief for more consideration.
- I. If the decision of the City Manager confirms the evaluation and the employee continues to disagree with the evaluation results, the employee should contact their union representative and consider the arbitration process.

### **39. COST OF LIVING INCREASES**

In the event that the City provides a cost-of-living increases for all city employees for FY21, the City will provide the same increase to the FOP members.

### **40. INDIVIDUALLY ASSIGNED VEHICLES**

**Section 1:** Non-probationary employees who live within fifteen (15) miles, as the crow flies, of the Bethany Police Department will be allowed a take-home unit so long as there are units available. In the event an employee moves outside of the fifteen (15) mile requirement, the officer will lose his/her take-home privileges.

**Section 2:** All employees who are provided a take-home vehicle must abide by all state laws and departmental regulations for the use of a take-home vehicle. The assigned unit may only be used for commuting to and from work and for approved training assignments. An employee may not transport family members or members of the public in an assigned take-home unit except in an official capacity or an authorized ride-a-long.

**Section 3:** An employee who has been assigned a take-home unit prior to July 1, 2021, and who lives twenty (20) miles, as the crow flies, from the Bethany Police Department, will be allowed to maintain a take-home unit. However, in the event the employee moves to a new location outside of fifteen (15) miles, as the crow flies, from the Bethany Police Department, the employee will lose his or her take-home privilege.

**Section4:** If there are not enough vehicles to assign to eligible employees under this Article, the vehicles will be assigned as follows: Supervisors, Detectives and then be seniority in rank.

**\*END\*\***

IN WITNESS WHEREOF, the parties hereunto have set their hands this \_\_\_\_\_ day of  
January 2023.

CITY OF BETHANY

By: \_\_\_\_\_  
MAYOR

By: \_\_\_\_\_  
CITY MANAGER

ATTEST:

By: \_\_\_\_\_  
CITY CLERK

FRATERNAL ORDER OF POLICE LODGE 161

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

APPROVED as to form and legality this \_\_\_\_\_ day of January 2023.

By: \_\_\_\_\_  
CITY ATTORNEY

## ADDENDUM A

### POLICE PAY PLAN FY 2023

Effective July 1, 2022

GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
<b>TITLE</b>											
	<i>Hourly</i>	\$23.97	\$24.92	\$25.92	\$26.96	\$28.04	\$29.15	\$30.32	\$31.54	\$32.80	\$34.12
<b>P-2</b>	<i>Bi-weekly</i>	\$1,917.60	\$1,993.60	\$2,073.60	\$2,156.80	\$2,243.20	\$2,332.00	\$2,425.60	\$2,523.20	\$2,624.00	\$2,729.60
<b>OFFICER</b>	<i>Month</i>	\$4,154.80	\$4,319.47	\$4,492.80	\$4,673.07	\$4,860.27	\$5,052.67	\$5,255.47	\$5,466.93	\$5,685.33	\$5,914.13
	<i>Annual</i>	\$49,857.60	\$51,833.60	\$53,913.60	\$56,076.80	\$58,323.20	\$60,632.00	\$63,065.60	\$65,603.20	\$68,224.00	\$70,969.60
	<i>Hourly</i>						\$35.86	\$37.29	\$38.79	\$40.34	\$41.95
<b>P-3</b>	<i>Bi-weekly</i>						\$2,868.80	\$2,983.55	\$3,102.89	\$3,227.01	\$3,356.09
<b>LIEUTENANT</b>	<i>Month</i>						\$6,215.73	\$6,464.36	\$6,722.94	\$6,991.85	\$7,271.53
	<i>Annual</i>						\$74,588.80	\$77,572.35	\$80,675.25	\$83,902.26	\$87,258.35
	<i>Hourly</i>						\$41.17	\$42.82	\$44.53	\$46.31	\$48.16
<b>P-4</b>	<i>Bi-weekly</i>						\$3,293.60	\$3,425.34	\$3,562.36	\$3,704.85	\$3,853.05
<b>CAPTAIN</b>	<i>Month</i>						\$7,136.13	\$7,421.58	\$7,718.44	\$8,027.18	\$8,348.27
	<i>Annual</i>						\$85,633.60	\$89,058.94	\$92,621.30	\$96,326.15	\$100,179.20

**CITY OF BETHANY  
MONTHLY INSURANCE PREMIUMS**

**ADDENDUM B**

**FY 2023**

*(Effective July 1, 2022 - June 30, 2023)*

<b>HEALTH - PPO</b> <b>BCBS - Platinum</b>		<b>TOTAL PREMIUM</b>		<b>CITY AMOUNT</b>		<b>EMPLOYEE AMOUNT</b>
	<i>FY 2022</i>	<b>FY 2023</b>	<i>FY 2022</i>	<b>FY 2023</b>	<i>FY 2022</i>	<b>FY 2023</b>
Employee	574.02	<b>633.72</b>	452.62	<b>512.32</b>	121.40	<b>121.40</b>
Employee & Spouse	1,244.20	<b>1,374.64</b>	862.90	<b>993.34</b>	381.30	<b>381.30</b>
Employee & Child	847.88	<b>936.48</b>	566.68	<b>655.28</b>	281.20	<b>281.20</b>
Employee & Children	1,019.82	<b>1,126.58</b>	637.50	<b>744.26</b>	382.32	<b>382.32</b>
Employee & Spouse & 1	1,518.06	<b>1,677.40</b>	977.42	<b>1,136.76</b>	540.64	<b>540.64</b>
Employee & Spouse & 2+	1,690.00	<b>1,867.50</b>	1,118.20	<b>1,295.70</b>	571.80	<b>571.80</b>

<b>DENTAL - PPO</b> <b>BCBS - Standard</b>		<b>TOTAL PREMIUM</b>		<b>CITY AMOUNT</b>		<b>EMPLOYEE AMOUNT</b>
	<i>FY 2022</i>	<b>FY 2023</b>	<i>FY 2022</i>	<b>FY 2023</b>	<i>FY 2022</i>	<b>FY 2023</b>
Employee	38.12	<b>38.88</b>	32.90	<b>33.66</b>	5.22	<b>5.22</b>
Employee & Spouse	86.14	<b>86.90</b>	30.72	<b>31.48</b>	55.42	<b>55.42</b>
Employee & Child	58.66	<b>59.42</b>	32.10	<b>32.86</b>	26.56	<b>26.56</b>
Employee & Children	70.78	<b>71.54</b>	31.64	<b>32.40</b>	39.14	<b>39.14</b>
Employee & Spouse & 1	106.68	<b>107.44</b>	28.72	<b>29.48</b>	77.96	<b>77.96</b>
Employee & Spouse & 2+	118.80	<b>119.56</b>	28.58	<b>29.34</b>	90.22	<b>90.22</b>

<b>VISION - PPO</b> <b>VSP - Enhanced</b>		<b>TOTAL PREMIUM</b>		<b>CITY AMOUNT</b>		<b>EMPLOYEE AMOUNT</b>
	<i>FY 2022</i>	<b>FY 2023</b>	<i>FY 2022</i>	<b>FY 2023</b>	<i>FY 2022</i>	<b>FY 2023</b>
Employee	7.74	<b>7.74</b>	0.00	<b>0.00</b>	7.74	<b>7.74</b>
Employee & Spouse	14.54	<b>14.54</b>	0.00	<b>0.00</b>	14.54	<b>14.54</b>
Employee & Child	14.96	<b>14.96</b>	0.00	<b>0.00</b>	14.96	<b>14.96</b>
Employee & Children	14.96	<b>14.96</b>	0.00	<b>0.00</b>	14.96	<b>14.96</b>
Employee & Spouse & 1	26.18	<b>26.18</b>	0.00	<b>0.00</b>	26.18	<b>26.18</b>
Employee & Spouse & 2+	26.18	<b>26.18</b>	0.00	<b>0.00</b>	26.18	<b>26.18</b>

**City of Bethany General Fund**  
**Statement of Revenues and Expense**  
**December 2022**

AGENDA: 01/17/2023

ITEM: 9 (A)

**Revenues**

	<b>2022-2023</b>	<b>December</b>	<b>Year to Date</b>	<b>Year to Date</b>	<b>Budget</b>
	<b>Annual Budget</b>	<b>Revenue</b>	<b>Revenue</b>	<b>Percentage of Budget</b>	<b>Remaining</b>
SALES TAX 82.5% DEDICATED	4,471,008.00	404,673.56	2,460,124.46	55.02%	2,010,883.54
USE TAX REVENUE	1,179,195.00	109,847.62	634,552.03	53.81%	544,642.97
HOTEL TAX REVENUE	63,201.00	3,882.06	27,419.29	43.38%	35,781.71
CABLE FRANCHISE TAX REVENUE	111,945.00	0.00	61,747.80	55.16%	50,197.20
PHONE FRANCHISE TAX REVENUE	22,187.00	0.83	7,836.23	35.32%	14,350.77
UTILITY FRANCHISE TAX REVENUE	600,000.00	46,433.58	379,217.88	63.20%	220,782.12
OCCUPATIONAL LICENSE REVENUE	30,746.00	1,155.00	15,043.00	48.93%	15,703.00
BUILDING PERMIT REVENUE	38,450.00	2,146.64	14,447.29	37.57%	24,002.71
INSPECTION PERMIT REVENUE	36,734.00	2,197.00	17,183.50	46.78%	19,550.50
ZONING PERMITS	2,981.00	0.00	638.00	21.40%	2,343.00
ANIMAL LICENSE REVENUE	0.00	203.00	258.00	0.00%	-258.00
ABATEMENT REVENUE	0.00	1,143.73	1,744.43	0.00%	-1,744.43
MOTOR FUEL TAX REVENUE	37,757.00	3,071.47	18,644.22	49.38%	19,112.78
COMMERCIAL VEH TAX REVENUE	159,309.00	12,197.33	68,859.15	43.22%	90,449.85
CIGARETTE TAX REVENUE	47,918.00	3,816.72	20,904.39	43.63%	27,013.61
ALCOHOL BEVERAGE TAX REVENUE	55,000.00	5,308.14	28,986.37	52.70%	26,013.63
ACCOUNTING SERVICE REVENUE	26,400.00	0.00	13,200.00	50.00%	13,200.00
EMERGENCY MEDICAL CALL SVC FEE	281,342.00	31,386.20	139,610.13	49.62%	141,731.87
STORMWATER COMPLIANCE FEE	324,597.00	36,235.88	161,639.99	49.80%	162,957.01
CEMETARY LOT SALES REVENUE	37,029.00	3,050.00	17,350.00	46.86%	19,679.00
MINERAL RIGHTS & ROYALTIES REV	20,816.00	3,763.62	18,148.99	87.19%	2,667.01
POLICE FINES & COURT COST REV	750,000.00	60,966.55	398,817.40	53.18%	351,182.60
INTEREST INCOME	1,625.00	21.17	3,351.67	206.26%	-1,726.67
MISCELLANEOUS REVENUE	56,893.00	3,035.59	32,693.79	57.47%	24,199.21
REIMBURSEMENT REVENUE	7,767.00	18.98	14,098.88	181.52%	-6,331.88
CREDIT CARD FEES	0.00	8,605.80	51,096.15	0.00%	-51,096.15
GRANT REVENUE	56,946.00	56,945.91	85,817.29	150.70%	-28,871.29
OMAG REFUNDS	52,794.00	0.00	0.00	0.00%	52,794.00
OMAG WORKER'S COMP REFUNDS	0.00	1,718.04	18,780.19	0.00%	-18,780.19
<b>Total Revenues</b>	<b>8,472,640.00</b>	<b>801,824.42</b>	<b>4,712,210.52</b>	<b>55.62%</b>	<b>3,760,429.48</b>
<b>Transfers In</b>	<b>2,889,249.00</b>	<b>228,687.40</b>	<b>1,372,124.50</b>	<b>47.49%</b>	<b>1,517,124.50</b>
<b>Total Revenues and Transfers In</b>	<b>11,361,889.00</b>	<b>1,030,511.82</b>	<b>6,084,335.02</b>	<b>53.55%</b>	<b>5,277,553.98</b>

**Expenses**

	<b>2022-2023 Annual Budget</b>	<b>December Expenses</b>	<b>Year to Date Expenses</b>	<b>Year to Date Percentage of Budget</b>	<b>Budget Remaining</b>
01.0-MANAGEMENT	888,203.00	85,561.04	460,581.23	51.86%	427,621.77
02.0-FINANCE	414,487.00	33,322.98	201,461.98	48.61%	213,025.02
03.0-MUNICIPAL COURT	624,863.00	59,352.29	288,180.58	46.12%	336,682.42
04.0-ENGINEERING	319,097.00	39,386.50	64,612.12	20.25%	254,484.88
05.0-POLICE	4,454,601.00	488,102.18	2,394,321.04	53.75%	2,060,279.96
06.0-FIRE	2,815,249.00	288,887.94	1,393,315.09	49.49%	1,421,933.91
07.0-COMMUNITY DEV	579,822.00	48,421.56	252,076.91	43.47%	327,745.09
08.1-PW ADMIN	166,930.00	15,060.10	74,474.79	44.61%	92,455.21
08.2-STREETS	794,852.00	77,900.05	344,618.14	43.36%	450,233.86
08.4-FLEET MAINT	90,022.00	10,701.19	55,811.69	62.00%	34,210.31
08.5-PARKS	623,404.00	42,581.05	211,299.44	33.89%	412,104.56
98.0-CONTINGENCY	250,000.00	0.00	0.00	0.00%	250,000.00
<b>TOTAL EXPENDITURES</b>	<b>12,021,530.00</b>	<b>1,189,276.88</b>	<b>5,740,753.01</b>	<b>47.75%</b>	<b>6,280,776.99</b>
<b>Transfers Out</b>	<b>134,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>0.00</b>
<b>Total Expenses and Transfers Out</b>	<b>12,155,530.00</b>	<b>1,189,276.88</b>	<b>5,740,753.01</b>	<b>47.23%</b>	<b>6,280,776.99</b>
<b>Revenues over (under) expenses</b>	<b>-793,641.00</b>	<b>-158,765.06</b>	<b>343,582.01</b>	<b>-43.29%</b>	<b>-1,003,223.01</b>

**Bethany Public Works Authority**  
**Statement of Revenues and Expenses**  
**December 2022**

**Revenues**

	<b>2022-2023 Annual Budget</b>	<b>December Revenue</b>	<b>Year to Date Revenue</b>	<b>Year to Date Percentage of Budget</b>	<b>Budget Remaining</b>
RESIDENTIAL PENALTY REVENUE	198,717.00	15,660.67	102,286.34	51.47%	96,430.66
COMMERCIAL PENALTY REVENUE	0.00	1,337.68	10,122.84	0.00%	-10,122.84
SOLID WASTE REVENUE	2,852,340.00	242,008.92	1,464,081.98	51.33%	1,388,258.02
WATER REVENUE	3,896,272.00	291,242.01	2,216,006.76	56.88%	1,680,265.24
WATER TAP REVENUE	2,770.00	147.00	1,446.00	52.20%	1,324.00
SEWER REVENUE	2,833,321.00	240,118.74	1,490,056.24	52.59%	1,343,264.76
SEWER TAP REVENUE	514.00	50.00	150.00	29.18%	364.00
INTEREST INCOME	25,317.00	6,847.95	37,967.93	149.97%	-12,650.93
LEASE REVENUE	121,702.00	5,987.59	73,879.69	60.71%	47,822.31
SCRAP METAL REVENUE	0.00	0.00	153.00	0.00%	-153.00
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00%	-98.92
*** TOTAL REVENUE ***	9,930,953.00	803,400.56	5,396,150.78	54.34%	4,534,802.22
<b>Total Revenues and Transfers In</b>	9,930,953.00	803,400.56	5,396,150.78	54.34%	4,534,802.22

**Expenses**

	<b>2022-2023 Annual Budget</b>	<b>December Expenses</b>	<b>Year to Date Expenses</b>	<b>Year to Date Percentage of Budget</b>	<b>Budget Remaining</b>
02.0-BPWA FINANCE	478,128.00	41,450.63	227,046.87	47.49%	251,081.13
08.1-BPWA ADMIN	172,030.00	16,675.35	78,716.14	45.76%	93,313.86
08.3-BPWA SANITATION	1,487,811.00	127,333.94	733,665.22	49.31%	754,145.78
08.4-BPWA FLEET MAINT	89,922.00	5,189.90	25,509.44	28.37%	64,412.56
12.0-BPWA WATER PLANT	1,751,119.00	222,048.43	1,005,180.84	57.40%	745,938.16
12.1-BPWA WATER LINE	403,392.00	72,034.54	197,000.49	48.84%	206,391.51
12.2-BPWA SEWER LINE	1,548,206.00	116,883.24	810,141.20	52.33%	738,064.80
97.0-DEBT SERVICE INTERST EXP	278,407.00	16,479.46	136,384.62	48.99%	142,022.38
98.0-CONTINGENCY	200,000.00	0.00	0.00	0.00%	200,000.00
99.0-TRANSFERS OUT	2,744,249.00	228,687.46	1,372,124.50	50.00%	1,372,124.50
<b>Total Expenses and Transfers Out</b>	9,153,264.00	846,782.95	4,585,769.32	50.10%	4,567,494.68
<b>DEBT SERVICE PRINCIPAL</b>	1,115,614.00	75,833.33	638,528.32	57.24%	477,085.68
<b>Revenues over (under) Expenses/Debt Service</b>	-337,925.00	-119,215.72	171,853.14	-50.86%	-509,778.14

**City of Bethany**  
**Capital Improvement Fund**  
**Statement of Revenue And Expense**  
**December 2022**

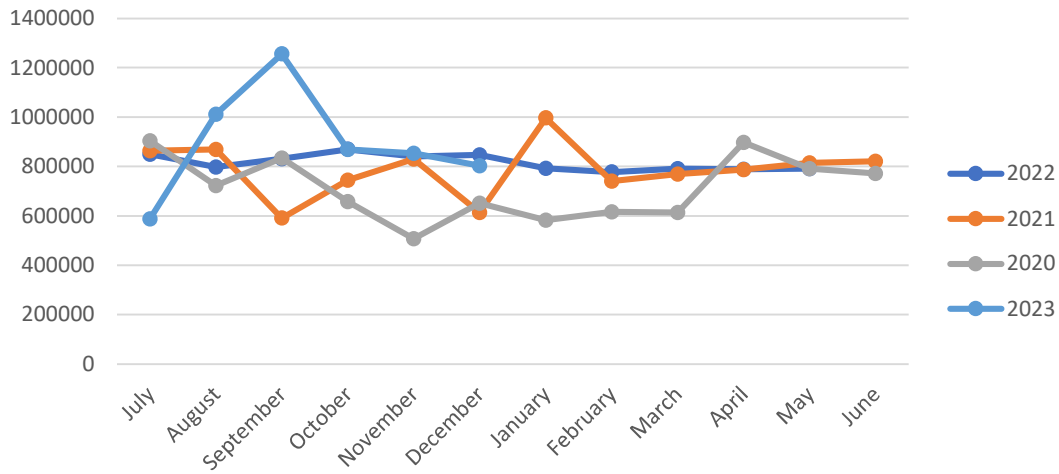
**Revenues**

	<b>2022-2023 Annual Budget</b>	<b>December Revenue</b>	<b>Year to Date Revenue</b>	<b>Year to Date Percentage of Budget</b>	<b>Budget Remaining</b>
SALES TAX 17.5% DEDICATED	963,530.00	85,839.84	521,844.55	54.16%	441,685.45
INTEREST REVENUE	701.00	0.00	296.61	42.31%	404.39
TRANSFER FROM GF	39,000.00	0.00	0.00	0.00%	39,000.00
GRANT REVENUE	691,000.00	80,000.00	80,000.00	0.00%	611,000.00
<b>Total Revenue</b>	<b>1,694,231.00</b>	<b>165,839.84</b>	<b>602,141.16</b>	<b>35.54%</b>	<b>1,092,089.84</b>

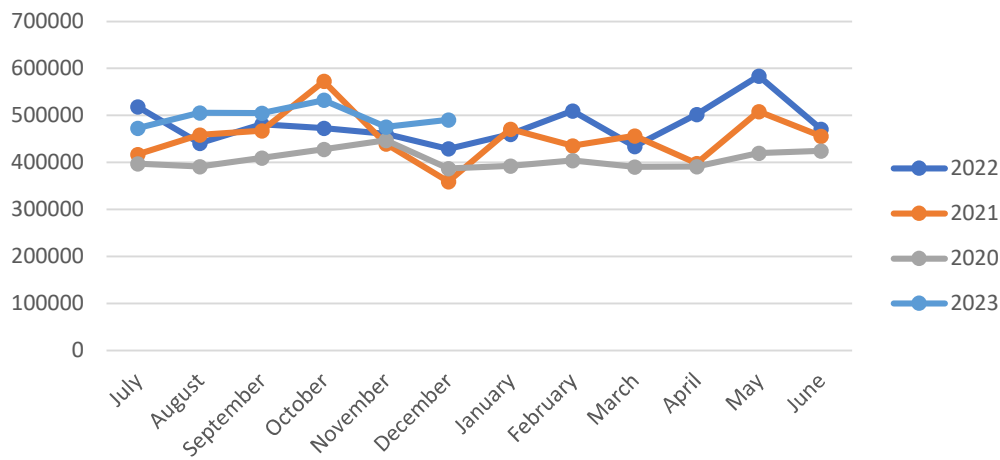
**Expenses**

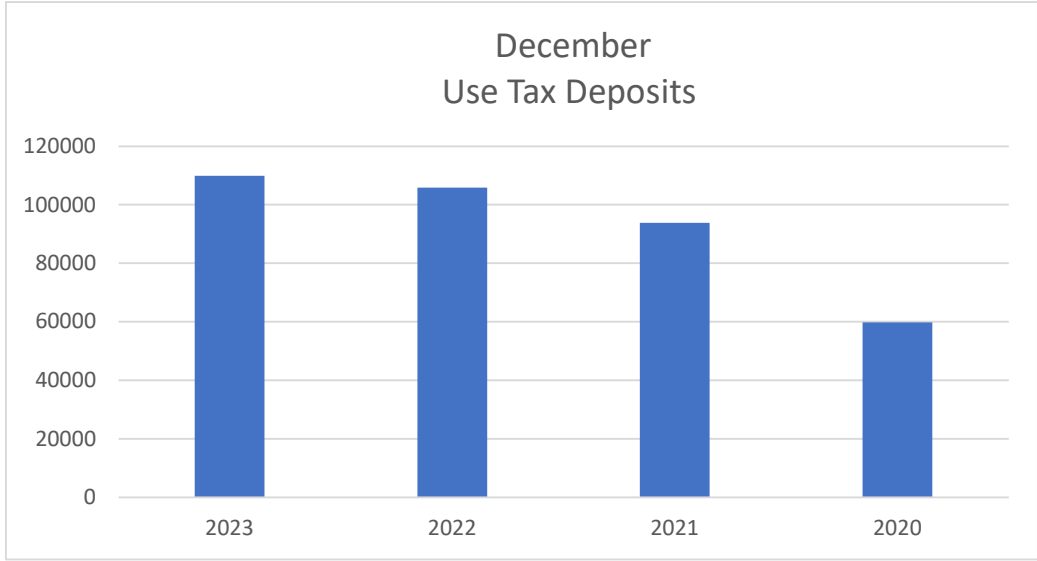
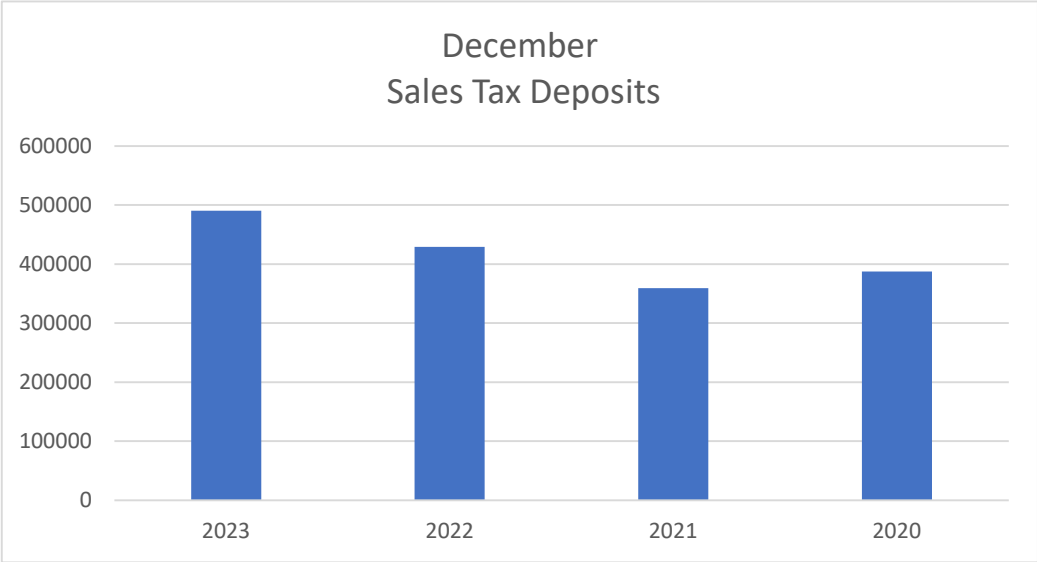
	<b>2022-2023 Annual Budget</b>	<b>December Expenses</b>	<b>Year to Date Expenses</b>	<b>Year to Date Percentage of Budget</b>	<b>Budget Remaining</b>
Capital Projects					
CIP2003 CityHall ADACompliance	96,000.00	57,000.40	94,972.83	98.93%	1,027.17
FIRE DEPT OVERHEAD DOORS	62,000.00	0.00	61,399.06	99.03%	600.94
RIPPER PARK POOL	85,000.00	0.00	0.00	0.00%	85,000.00
CDBG GRANT MATCH	196,000.00	16,825.00	16,825.00	8.58%	179,175.00
ODOT SIDEWALK PROJECT	350,000.00	0.00	0.00	0.00%	350,000.00
PUBLIC WORKS BACKHOE	105,749.00	0.00	0.00	0.00%	105,749.00
REPLACE VFD IN PUMP ROOM	120,000.00	0.00	0.00	0.00%	120,000.00
31ST STREET LIFT STATION	200,000.00	0.00	0.00	0.00%	200,000.00
DOWNTOWN WATER LINES REPL	150,000.00	0.00	0.00	0.00%	150,000.00
FIRE TRUCK LEASE PAYMENT	85,000.00	0.00	85,000.00	100.00%	0.00
PW 55HP TRACTOR MOWER	47,000.00	0.00	0.00	0.00%	47,000.00
SANITATION PACKER TRUCK	275,000.00	0.00	0.00	0.00%	275,000.00
UNLEADED FUEL PUMP	8,512.00	0.00	8,512.00	100.00%	0.00
CITY HALL LIGHT REPLACEMENT	8,000.00	0.00	0.00	0.00%	8,000.00
PW ZTR MOWER	18,000.00	0.00	0.00	0.00%	18,000.00
PW GRANT MATCHES	25,000.00	0.00	0.00	0.00%	25,000.00
WATER DEPT TRUCK	39,000.00	38,387.00	38,387.00	98.43%	613.00
REPLACEMENT DUMPSTERS	26,000.00	0.00	19,135.00	73.60%	6,865.00
PW 1/2 TON TRUCK	35,000.00	0.00	0.00	0.00%	35,000.00
<b>Total Capital Projects</b>	<b>1,931,261.00</b>	<b>112,212.40</b>	<b>324,230.89</b>	<b>16.79%</b>	<b>1,607,030.11</b>
<b>Revenues Over (under) Expenses</b>	<b>-237,030.00</b>	<b>53,627.44</b>	<b>277,910.27</b>	<b>-117.25%</b>	<b>-514,940.27</b>

### Public Works Authority Monthly Income



### Monthly Sales Tax Income





NOTICE: On Thursday, December 29, 2022, at or before 4:59 p.m., agenda was posted at the front doors of City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: cityofbethany.org. The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

## **BETHANY PUBLIC WORKS AUTHORITY MEETING**

### **BETHANY CITY HALL**

**TUESDAY, JANUARY 3, 2023**

**7:30 P.M.**

MEMBERS PRESENT:	Nikki Lloyd	Chairman
	Brian Magirowsky	Vice-Chairman
	Steve Palmer	Trustee
	Chris Powell	Trustee
	Marilyn McPhail	Trustee
	Kathy Larsen	Trustee
	Amanda Sandoval	Trustee
	Jeff Knapp	Trustee
	Matthew Goodwin	Trustee
MEMBERS ABSENT:	None	
OTHERS PRESENT:	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	(See Roster)	

Mayor Lloyd called the Bethany City Council meeting to order at 8:16 P.M.

**ITEM NO. 1** on the agenda was **CONSENT DOCKET:**

- A. APPROVAL OF MINUTES FROM THE DECEMBER 20, 2022, REGULAR MEETING.**
- B. APPROVAL OF CLAIMS: THESE CLAIMS HAVE BEEN FOUND TO BE IN ORDER BY STAFF AND PROPER AS TO FORM AND PROCEDURE AND ARE RECOMMENDED FOR PAYMENT. A COPY OF THE CLAIMS LIST IS INCLUDED IN THE AGENDA PACKET.**

Motion was made by Trustee Palmer, seconded by Trustee Sandoval to approve the Consent Docket. Yes Votes: Larsen, Magirowsky, Powell, Goodwin, Palmer, Lloyd, Sandoval, McPhail, Knapp. No Votes: None. Motion passed.

**ITEM NO. 2** on the agenda was **NEW BUSINESS (AS DEFINED BY THE OKLAHOMA OPEN MEETING ACT § 311 (A) (9) AS "MATTERS NOT KNOWN ABOUT OR WHICH COULD NOT HAVE REASONABLY BEEN FORESEEN PRIOR TO THE TIME OF POSTING THE AGENDA")**.

None

**ITEM NO. 3** on the agenda was **ADJOURN UNTIL JANUARY 17, 2023**.

Chairman Lloyd adjourned the Bethany Public Works meeting at 8:17 P.M. until January 17, 2023.

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CHAIRMAN

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SECRETARY

## BETHANY PUBLIC WORKS AUTHORITY

From: Michael Vaughn, Finance Director  
Date: January 12, 2023  
Subject: Claims List for the 01/17/2023 Bethany Public Works Authority Meeting

### BETHANY PUBLIC WORKS AUTHORITY

FUND	AMOUNT
Bethany Public Works Authority	\$316,384.40
<b>TOTAL</b>	<b>\$316,384.40</b>

### ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$129,884.20
Bethany Public Works Authority	\$316,384.40
Bethany Hospital Trust	\$0.00
Bethany Development Authority	\$0.00
<b>TOTAL</b>	<b>\$446,268.60</b>

### RECOMMENDATION

1. Approve the claims as presented.



FUND: 056- BETHANY PUBLIC WORKS AUTH

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A		NON-DEPARTMENTAL				
23-45042	10-3436	BANCFIRST	2013 Bond	1/2023	FEB BOND	75,833.33
DEPARTMENT TOTAL:						75,833.33
DEPARTMENT: 02.0		FINANCE				
23-45046	10-005227	WELLS FARGO VENDOR	SHARP COPIER	1/2023	5023225227	78.55
23-46555	10-005373	CARD SERVICES/P1	MARTHA PRINTER	1/2023	23-46555	185.97
23-46556	10-005373	CARD SERVICES/P1	CS BLINDS,MONITOR MOUNTS	1/2023	23-46556	304.95
23-45117	10-005702	TPS TECHNICAL PROGRAMMING	UTILITY BILL PRINTING SVS	1/2023	113540,113511,3586	3,265.73
23-45062	10-0596	FUZZELL'S BUSINESS	SHARP USAGE	1/2023	MM90855	15.68
23-45500	10-1715	TYLER TECHNOLOGIES	UTILITY NOTIFICATION	1/2023	025-407770	412.90
23-45563	10-1715	TYLER TECHNOLOGIES	ONLINE PYMTS	1/2023	025-407262	10,136.25
DEPARTMENT TOTAL:						14,400.03
DEPARTMENT: 08.1		PUBLIC WORKS - ADMIN				
23-45341	10-005156	COX COMMUNICATIONS INC.	MONTHLY SERVICE	1/2023	20221231	452.15
23-45373	10-1068	ONG	MNTHLY SVS	1/2023	20221221	943.88
23-46321	10-3042	ACCURATE ENVIRONMENTAL	VOC 7&10 12-8-22	1/2023	EL08075	368.00
23-46490	10-3042	ACCURATE ENVIRONMENTAL	VOC 7 & 10-12-15-22	1/2023	EL28069	368.00
23-46491	10-3042	ACCURATE ENVIRONMENTAL	VOC 7& 10 12-22-22	1/2023	EL28070	368.00
DEPARTMENT TOTAL:						2,500.03
DEPARTMENT: 08.3		PUBLIC WORKS - SANIT				
23-46476	10-005350	FORCE PERSONNEL	5 TEMPS FOR SANITATION	1/2023	72554,72677	6,379.50
23-46312	10-005944	EXPRESS SERVICES, INC.	TEMP HELP SANITATION	1/2023	3361,28419099,6663	1,774.37
23-46524	10-005992	AEG PETROLEUM	200 GALS FOR DEF	1/2023	788676	516.00
23-45931	10-0202	WASTE CONNECTIONS, INC	CONVENIENCE STATION DUMPI	1/2023	2807983v013	6,013.32
23-46001	10-0482	DOLESE BROS. CO.	PARKING BLOCK	1/2023	2201	46.50
23-46480	10-0812	J & R EQUIPMENT LLC	PTO NOT WORKING #98	1/2023	01W4360	4,983.81
23-46469	10-3081	PREMIER TRUCK/ATC FREIGHTLI	REPLACE CARRIER BEARING#99	1/2023	12085473	5,799.34
23-46527	10-3081	PREMIER TRUCK/ATC FREIGHTLI	2 SEAT REPLACEMENT CUSHION	1/2023	120686185	307.34
23-45930	10-4012	WASTE CONNECTIONS, INC	RESIDENTS WASTE FOR LANFI	1/2023	29710	21,618.39
23-46069	10-4208	OKLAHOMA CITY TREASURY	HOUSEHOLD HAZARDOUS WAST	1/2023	101222	711.00
DEPARTMENT TOTAL:						48,149.57

FUND: 056- BETHANY PUBLIC WORKS AUTH

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 12.0		UTILITY - WATER PLANT				
23-46557	10-004725	RUCKER ELECTRIC INCORPORATE	WEST CLARIFER WIRING	1/2023	12156	247.50
23-45341	10-005156	COX COMMUNICATIONS INC.	MONTHLY SERVICE	1/2023	20221231	631.50
23-46116	10-005162	INDUSTRIAL ELECTRONIC SUPPLY	LIME SILO SLAKER TEMP REP	1/2023	10020134	624.84
23-46499	10-005373	CARD SERVICES/PI	SERIES CHEM PUMP	1/2023	SIN 154989	2,358.78
23-46324	10-0091	BRENNTAG SOUTHWEST INC	4BBL55GALS OF FORTHOPOLY	1/2023	BSW435639	453.20
23-46420	10-0091	BRENNTAG SOUTHWEST INC	2 TOTES OF ALUMINUM	1/2023	BSW435640	2,312.50
23-46498	10-0091	BRENNTAG SOUTHWEST INC	4200GALS SODIUM HYOCHLORI	1/2023	BSW36755	8,026.37
23-46493	10-0225	GENUINE PARTS	2 - 8D BATTERIES	1/2023	7092-025026	455.80
23-46496	10-0251	BUSBY PUMP & SUPPLY, LLC	DX PROBLEM WELL #13	1/2023	11660	650.00
23-46507	10-0251	BUSBY PUMP & SUPPLY, LLC	REPAIR WELL #13	1/2023	11661	1,677.73
23-45040	10-1063	OG&E	MONTHLY SVS	1/2023	20221222	15,562.37
23-45248	10-1068	ONG	MONTHLY UTILITIES	1/2023	20221216	974.30
23-46473	10-1622	WESTLAKE ACE HARDWARE	space heaters	1/2023	3503242	143.96
23-46418	10-1672	W W GRAINGER INC	TRASH BAGS & PAPER PROD	1/2023	9552868193	129.71
23-46474	10-1771	ADVENTURE OUT	PROPANE	1/2023	555131	90.00
23-46550	10-1771	ADVENTURE OUT	BEDLINER FOR #22-001	1/2023	555134	480.00
23-46287	10-3042	ACCURATE ENVIRONMENTAL	HAA TEST	1/2023	EL08074	575.00
23-46488	10-3042	ACCURATE ENVIRONMENTAL	TOC	1/2023	EL28071	120.00
23-46489	10-3042	ACCURATE ENVIRONMENTAL	BAC - T	1/2023	EL28066	300.00
23-46487	10-3919	MISSISSIPPI LIME	25 TONS LIME	1/2023	1651023	9,057.04
23-46430	10-3984	MIDWEST HOSE & SPECIALTY,	ITRANSFER HOSE	1/2023	02066891	113.45
DEPARTMENT TOTAL:						44,984.05
DEPARTMENT: 12.1		UTILITY - WATER LINE				
23-46202	10-005350	FORCE PERSONNEL	UTILITY LINE	1/2023	72540,72660	1,449.01
23-46583	10-005732	UTILITY TECHNOLOGY SERVICES	1 REPAIR CLAMP	1/2023	S104787591.002	233.70
23-46524	10-005992	AEG PETROLEUM	200 GALS FOR DEF	1/2023	788676	14.80
23-46501	10-1066	OKLAHOMA CONTRACTOR'S SUPPL	RUBBER BOOTS	1/2023	0372911-IN	425.00
23-46511	10-1066	OKLAHOMA CONTRACTOR'S SUPPL	PARTS TO FIX LEAK	1/2023	0372942-IN	190.00
23-46494	10-1796	H.O.W. RUBBER, INC.	HYDR LINE #49B	1/2023	193809	73.46
23-46353	10-2557	CORE & MAIN LP	PARTS TO REPAIR LEAK	1/2023	S079778	180.00
23-46506	10-2557	CORE & MAIN LP	3 - 2-INCH REPAIR CLAMPS	1/2023	S147694	285.00
23-46492	10-2697	AUTOZONE	FUEL FILTER KIT UNIT #45	1/2023	0501869906	76.99
23-45047	10-4090	AT&T MOBILITY	ON CALL- METER READERS	1/2023	01012023-	222.68
DEPARTMENT TOTAL:						3,150.64

FUND: 056- BETHANY PUBLIC WORKS AUTH

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 12.2		UTILITY - SEWER				
23-45341	10-005156	COX COMMUNICATIONS INC.	MONTHLY SERVICE	1/2023	20221231	310.00
23-46545	10-005477	KNIGHT INDUSTRIAL CONTRACT	REPAIR BOWL ON SEWER PUMP	1/2023	1564	1,684.00
23-45040	10-1063	OG&E	MONTHLY SVS	1/2023	20221222	4,376.83
23-45083	10-1785	BETHANY-WARR ACRES PWA	JULY SEWER PROCESSING	1/2023	DEC 2022	108,016.10
23-45047	10-4090	AT&T MOBILITY	ON CALL- METER READERS	1/2023	01012023-	38.32
DEPARTMENT TOTAL:						114,425.25
DEPARTMENT: 97.0		DEBT SERVICE				
23-45042	10-3436	BANCFIRST	2013 Bond	1/2023	FEB BOND	12,941.50
DEPARTMENT TOTAL:						12,941.50
FUND TOTAL:						316,384.40

NOTICE: On Thursday, December 29, 2022, at or before 4:59 p.m., agenda was posted at the front doors of City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: cityofbethany.org. The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

## **BETHANY HOSPITAL TRUST MEETING**

### **BETHANY CITY HALL**

**TUESDAY, JANUARY 3, 2023**

**7:30 P.M.**

MEMBERS PRESENT:	Nikki Lloyd	Chairman
	Brian Magirowsky	Vice-Chairman
	Steve Palmer	Trustee
	Chris Powell	Trustee
	Marilyn McPhail	Trustee
	Kathy Larsen	Trustee
	Amanda Sandoval	Trustee
	Jeff Knapp	Trustee
	Matthew Goodwin	Trustee
MEMBERS ABSENT:	None	
OTHERS PRESENT:	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	(See Roster)	

Chairman Lloyd called the Bethany Hospital Trust meeting to order at 8:17 P.M.

**ITEM NO. 1** on the agenda was **CONSENT DOCKET:**

- A. APPROVAL OF MINUTES FROM THE DECEMBER 20, 2022, REGULAR MEETING.**
- B. APPROVAL OF CLAIMS: THESE CLAIMS HAVE BEEN FOUND TO BE IN ORDER BY STAFF AND PROPER AS TO FORM AND PROCEDURE AND ARE RECOMMENDED FOR PAYMENT. A COPY OF THE CLAIMS LIST IS INCLUDED IN THE AGENDA PACKET.**

Motion was made by Trustee Palmer, seconded by Trustee Sandoval to approve the Consent Docket. Yes Votes: Magirowsky, Goodwin, Larsen Powell, Sandoval, Lloyd, McPhail, Knapp, Palmer. No votes: None. Motion passed.

**ITEM NO. 2** on the agenda was **NEW BUSINESS (AS DEFINED BY THE OKLAHOMA OPEN MEETING ACT § 311 (A) (9) AS "MATTERS NOT KNOWN ABOUT OR WHICH COULD NOT HAVE REASONABLY BEEN FORESEEN PRIOR TO THE TIME OF POSTING THE AGENDA")**.

None

**ITEM NO. 3** on the agenda was **ADJOURN UNTIL JANUARY 17, 2023**.

Chairman Lloyd adjourned the Bethany Hospital Trust meeting at 8:17 P.M. until January 17, 2023.

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CHAIRMAN

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SECRETARY

## BETHANY HOSPITAL TRUST

From: Michael Vaughn, Finance Director  
Date: January 12, 2023  
Subject: Claims List for the 01/17/2023 Bethany Hospital Trust Meeting

### BETHANY HOSPITAL TRUST

FUND	AMOUNT
Bethany Hospital Trust	\$0.00
<b>TOTAL</b>	<b>\$0.00</b>

### ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$129,884.20
Bethany Public Works Authority	\$316,384.40
Bethany Hospital Trust	\$0.00
Bethany Development Authority	\$0.00
<b>TOTAL</b>	<b>\$446,268.60</b>

### RECOMMENDATION

1. Approve the claims as presented.



NOTICE: On Thursday, December 29, 2022, at or before 4:59 p.m., agenda was posted at the front doors of City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: cityofbethany.org. The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

**BETHANY DEVELOPMENT AUTHORITY**

**BETHANY CITY HALL**

**TUESDAY, JANUARY 3, 2023**

**7:30 P.M.**

MEMBERS PRESENT:	Nikki Lloyd	Chairman
	Brian Magirowsky	Vice-Chairman
	Steve Palmer	Trustee
	Chris Powell	Trustee
	Marilyn McPhail	Trustee
	Kathy Larsen	Trustee
	Amanda Sandoval	Trustee
	Jeff Knapp	Trustee
	Matthew Goodwin	Trustee
MEMBERS ABSENT:	None	
OTHERS PRESENT:	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	(See Roster)	

Chairman Lloyd called the Bethany Development Authority meeting to order at 8:17 P.M.

**ITEM NO. 1** on the agenda was **CONSENT DOCKET:**

- A. APPROVAL OF MINUTES FROM THE DECEMBER 20, 2022, REGULAR MEETING.**
- B. APPROVAL OF CLAIMS: THESE CLAIMS HAVE BEEN FOUND TO BE IN ORDER BY STAFF AND PROPER AS TO FORM AND PROCEDURE AND ARE RECOMMENDED FOR PAYMENT. A COPY OF THE CLAIMS LIST IS INCLUDED IN THE AGENDA PACKET.**

Motion was made by Trustee Palmer, seconded by Trustee Sandoval to approve the Consent Docket. Yes votes: Knapp, Larsen, Palmer, Lloyd, Goodwin, McPhail, Powell, Sandoval, Magirowsky. No votes: None. Motion passed.

**ITEM NO. 2** on the agenda was **NEW BUSINESS (AS DEFINED BY THE OKLAHOMA OPEN MEETING ACT § 311 (A) (9) AS "MATTERS NOT KNOWN ABOUT OR WHICH COULD NOT HAVE REASONABLY BEEN FORESEEN PRIOR TO THE TIME OF POSTING THE AGENDA")**.

None

**ITEM NO. 3** on the agenda was **ADJOURN UNTIL JANUARY 17, 2023**.

Chairman Lloyd adjourned the Bethany Development Authority meeting at 8:18 P.M. until January 17, 2023.

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CHAIRMAN

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SECRETARY

## BETHANY DEVELOPMENT AUTHORITY

From: Michael Vaughn, Finance Director  
Date: January 12, 2023  
Subject: Claims List for the 01/17/2023 Bethany Development Authority Meeting

### BETHANY DEVELOPMENT AUTHORITY

FUND	AMOUNT
Bethany Development Authority	\$0.00
<b>TOTAL</b>	<b>\$0.00</b>

### ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$129,884.20
Bethany Public Works Authority	\$316,384.40
Bethany Hospital Trust	\$0.00
Bethany Development Authority	\$0.00
<b>TOTAL</b>	<b>\$446,268.60</b>

### RECOMMENDATION

1. Approve the claims as presented.

