On Thursday, February 2, 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. 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.

AGENDA

BETHANY CITY COUNCIL

TUESDAY, FEBRUARY 7, 2023
7:30 P.M.

BETHANY CITY HALL
6700 NW 36TH ST
BETHANY, OKLAHOMA

With the exception of new business, official action can only occur on items which appear on the agenda. The Council may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, Council may refer the matter to the City Manager or the Municipal Counselor. The Council may also refer items to standing committees of the Council or to a board or commission for additional study. Under certain circumstances, items may be deferred to a specific later date or stricken from the agenda entirely.

1. Call to Order

2. Invocation and Flag Salute

3. Consent Docket:

   A. Approval of Minutes from the January 17, 2023, 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 23-11.

4. Presentation by Oklahoma Municipal League acknowledging 25-year Service Award honorees in 2022.

5. Presentation of Mayoral Certificates of Appreciation.

6. 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.)

7. Presentation, consideration, and possible approval to accept the Fiscal Year 2021-2022 Audit Report from Elfrink and Associates. *(Michael Vaughn, Finance Director)*

8. Presentation by TEIM Design regarding a possible partnership between Southern Nazarene University, Oklahoma Department of Transportation, and the City of Bethany for improvements on NW 39th Expressway. *(Elizabeth Gray, City Manager)*

9. **PUBLIC HEARING ITEM**: Consideration and possible approval of a request by Donald Thoreson, applicant and property owner for special permission that will allow for the construction of a 720 square foot accessory structure at 3704 N Rockwell Avenue. *(Elizabeth Gray, City Manager)*

10. Discussion, consideration, and possible approval of Professional Services Agreement-Amendment 1 with TDR Transforms for the Bethany Fire Station Addition project and authorize the Mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*

11. Bethany Fire Station Addition Project Construction Manager recommendations:

    A. Consideration and possible approval of selecting Lippert Brothers to act as Construction Manager for the Bethany Fire Station Addition project. *(Elizabeth Gray, City Manager)*

    B. Consideration and possible approval of contract between Lippert Brothers and the City of Bethany for the Fire Station Addition project and authorize the Mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*

12. Consideration and possible approval to purchase a new Ford New Holland 55 Workmaster tractor for the Parks Department from the State contract in the amount of $46,899.84. *(Elizabeth Gray, City Manager)*

13. 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").*

14. City Attorney's Report.

15. City Manager's Report.

    A. Police Department report.

16. Mayor and Council Members Comments and Suggestions.

17. Adjourn until February 21, 2023.

BETHANY PUBLIC WORKS AUTHORITY

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1. Consent Docket:

   A. Approval of Minutes from the January 17, 2023, 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.

2. 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").*

3. Adjourn until February 21, 2023.

BETHANY HOSPITAL TRUST

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1. Consent Docket:

   A. Approval of Minutes from the January 17, 2023, 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.

2. 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").*

3. Adjourn until February 21, 2023.

BETHANY DEVELOPMENT AUTHORITY

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1. Consent Docket:

   A. Approval of Minutes from the January 17, 2023, 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.

2. 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").*

3. Adjourn until February 21, 2023.

Public Participation Note: The City Council and Staff of the City of Bethany strongly encourages the input and involvement of the citizens to help ensure that the City government provides the highest level of services to meet the public needs and desires. If you have any concerns or comments about an agenda item, or any other issue, please contact the Mayor, your Ward Council Members or City Hall Staff. You may also contact the City Manager's office if you would like to have an item placed on a future agenda to address the Council as a whole. (Guidelines are available in the Council Chambers and in City Hall Lobby.)

AGENDA:	02/07/2023
ITEM:	3 (B)

NOTICE: 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. 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 CITY COUNCIL MEETING

BETHANY CITY HALL

TUESDAY, JANUARY 17, 2023

7:30 P.M.

MEMBERS PRESENT:	Nikki Lloyd	Mayor
	Brian Magirowsky	Vice-Mayor
	Steve Palmer	Council Member
	Chris Powell	Council Member
	Marilyn McPhail	Council Member
	Kathy Larsen	Council Member
	Matthew Goodwin	Council Member
	Jeff Knapp	Council Member
MEMBERS ABSENT:	Amanda Sandoval	Council Member
OTHERS PRESENT:	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	Joe Davis	TEIM Design
	(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 Vice-Mayor Magirowsky.

The Flag Salute was conducted by Council Member Knapp.

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

A. APPROVAL OF MINUTES FROM THE JANUARY 3, 2023, REGULAR MEETING.

B. APPROVAL OF MINUTES FORM THE JANUARY 6TH, 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.

Motion was made by Vice-Mayor Magirowsky, seconded by Council Member Larsen to approve the consent docket. Yes votes: Palmer, Larsen, Goodwin, Lloyd, Magirowsky, Powell, Knapp, McPhail. 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 **EXECUTIVE SESSION TO 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.

Motion was made by Council Member Palmer, seconded by Vice-Mayor Magirowsky, to enter executive session at 7:32 p.m. Yes votes: Palmer, Larsen, Lloyd, Magirowsky, Goodwin, McPhail, Powell, Knapp. No votes: None. Motion approved.

B. EXIT EXECUTIVE SESSION.

Motion was made by Vice-Mayor Magirowsky, seconded by Council Member Goodwin to exit executive session at 7:58 p.m. Yes votes: Powell, Knapp, Palmer, McPhail, Lloyd, Magirowsky, Larsen, Goodwin. No votes: None. Motion approved.

ITEM NO. 6 on the agenda was **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)**

Motion was made by Council Member Palmer, seconded by Vice-Mayor Magirowsky, to approve a new Collective Bargaining Agreement for FY 2022-2023 between the City of Bethany and FOP Lodge No. 161. Yes votes: Magirowsky, Powell, Larsen, Knapp, Goodwin, Lloyd, Palmer, McPhail. No votes: None. Motion approved.

ITEM NO. 7 on the agenda was **WATER REPORT BY CITY ENGINEERS FROM TEIM DESIGN WITH POSSIBLE DISCUSSION. (ELIZABETH GRAY, CITY MANAGER)**

Joe Davis with TEIM Design gave the water report. This report pertains to our source water and the condition and future intent of each well. The presentation is included as Exhibit A to the minutes.

ITEM NO. 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").

None

ITEM NO. 9 on the agenda was **CITY ATTORNEY'S REPORT.**

Mr. Jones reported that he is working on retooling the current contract to be used with the upcoming construction bids.

ITEM NO. 10 on the agenda was **CITY MANAGER'S REPORT.**

Michael Vaughn gave the monthly finance report.

City Manager Gray reported the following:

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 three 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, February 20th in observance of Presidents' Day. Alternate trash day will be Wednesday, February 22nd.

March 6th will begin Bulk Trash pickup. Pickup will begin on the North side of town.

ITEM NO. 11 on the agenda was **COUNCIL MEMBERS ANNOUNCEMENTS, COMMENTS, AND PROPOSALS.**

Each Council Member was given the opportunity to comment.

ITEM NO. 12 on the agenda was **ADJOURN UNTIL FEBRUARY 7, 2023.**

Mayor Lloyd adjourned the Bethany City Council meeting at 8:46 P.M.

_____ _____

MAYOR CITY CLERK

EXHIBIT A

CITY OF BETHANY

OKLAHOMA









WATER SOURCE RECOMMENDATIONS FOR ARPA FUNDING

TEIM DESIGN

ARPA FUNDS

CITY OF BETHANY

- Resolution No. 1657, Bethany requested ARPA funds for well field improvements

- Oklahoma Water Resources Board notified Bethany of state ARPA funding 11/22

- $4,600,000 Grant

FUTURE WATER NEEDS

CITY OF BETHANY

- Average Daily Demand Plus Build Out 2.3 MGD
- Peak Demand 2016 – 2022 2.95 MGD
- Highest Peak Demand 2012 4.1 MGD
- Design Production Goal 4.2 MGD

NORTH CANADIAN ALLUVIUM & TERRACE AQUIFER

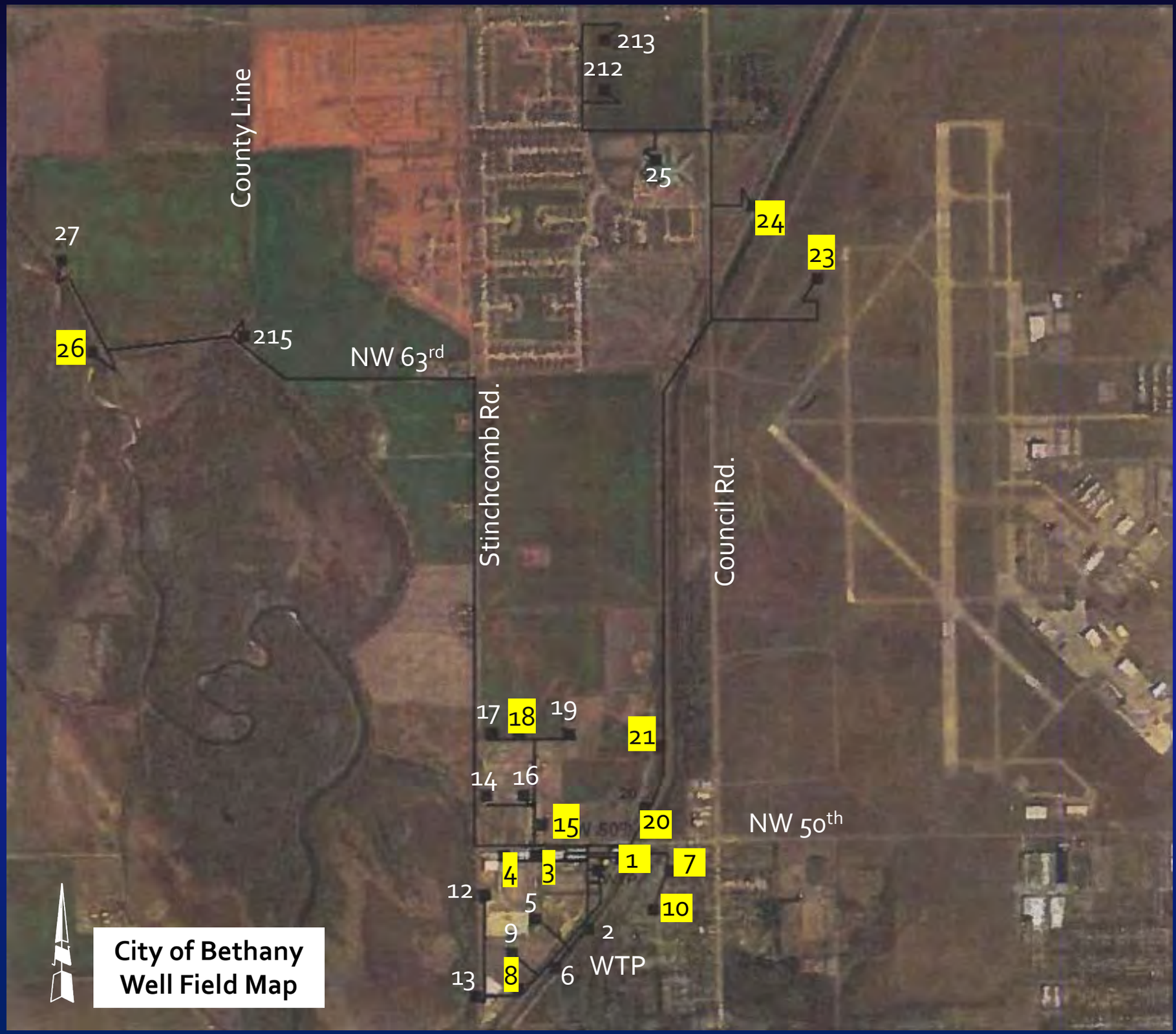
CITY OF BETHANY



NORTH CANADIAN ALLUVIUM & TERRACE AQUIFER

CITY OF BETHANY

Out of Service



NORTH CANADIAN ALLUVIUM & TERRACE AQUIFER IMPROVEMENTS

CITY OF BETHANY

WELLS

Redrill Out of Service Wells 8, 18, 26

Average Age of Well 51 years

Redrill Low Production/Poor Condition Wells 17, 27

Average Age of Well 49 years

Rehabilitate Wells 2, 5, 9, 15, 16, 25, 212, 213

Average Age of Well 60 years

Redrill/Rehab Wells Produce Additional 1.38 MGD

MISCELLANEOUS WELL FIELD IMPROVEMENTS

- Well Field Transmission Lines
- Well Houses and Electrical
- SCADA
- Security Fence

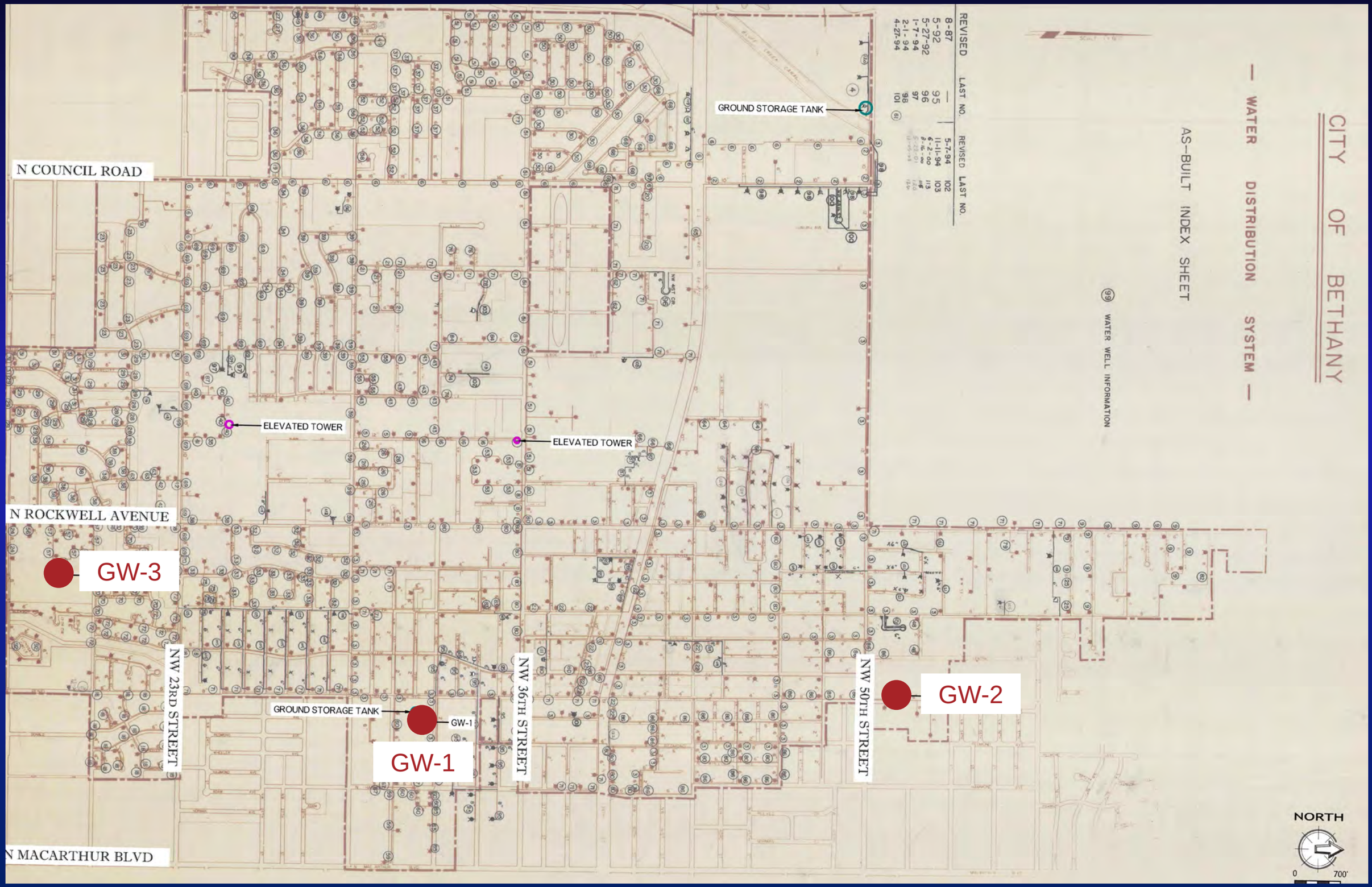
NORTH CANADIAN ALLUVIUM & TERRACE AQUIFER COST OPINIONS

CITY OF BETHANY

- Redrill Well & Miscellaneous Well Items $425,000 / each
- Rehab Well & Miscellaneous Well Items $50,000 to $125,000 / each
- Well Field Line Improvements $750,000
- Project Budget $4.6 Million

GARBER-WELLINGTON WELL LOCATIONS

CITY OF BETHANY



GARBER-WELLINGTON WELL SUMMARY

CITY OF BETHANY

- 3 Wells Drilled in 1980’s

- Each Well Produced Approximately 250 gpm

- 3 Wells Produce 1.08 MGD

- Oklahoma Department of Health directed Bethany to take wells offline due to elevated arsenic levels

GARBER-WELLINGTON WELL TREATMENT OPTION

CITY OF BETHANY

- Arsenic Removal System Based on 250 gpm
- Arsenic Plant Capital Cost/Well $500,000
- Annual Media Cost/Well $100,000
- Based on 3 Wells Over 10 Years, Approximate Cost = $4.5 Million

WATER SOURCE RECOMMENDATIONS

- Alluvial Well Improvement Summary
  - ➢ Increase Production 1.38 MGD
  - ➢ Cost Opinion $4.6 Million

- Garber-Wellington Well Summary
  - ➢ Increase Production 1.08 MGD
  - ➢ Cost Opinion $4.5 Million *

- Move Forward with Alluvial Well Improvements

Agenda: 02/07/2023
Item: Consent 3 (B)

BETHANY CITY COUNCIL

From: Michael Vaughn, Finance Director
Date: February 1, 2023
Subject: Claims List for the 02/07/2023 City Council Meeting

GENERAL OPERATIONS FUND

FUND	AMOUNT
General Operation Fund	$55,262.02
Public Safety	$10,683.21
Water System Improvement Fund	$10,435.00
TOTAL	**$76,380.23**

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	$76,380.23
Bethany Public Works Authority	$160,271.34
Bethany Hospital Trust	$0.00
Bethany Development Authority	$0.00
TOTAL	**$236,651.57**

RECOMMENDATION

1. Approve the claims as presented.

FUND: 010- GENERAL FUND SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01.0		MANAGEMENT				
23-45082	10-005084	JAN-PRO CLEANING SYSTEMS	CITY HALL CLEANING	1/2023	124898	813.00
23-46516	10-005373	CARD SERVICES/P1	PAPER/PRESENTATION COVERS	1/2023	2337852	207.76
23-46471	10-005519	CRAWFORD & ASSOCIATES, P.C.	AUDIT PREP	1/2023	16629	787.50
23-46558	10-005703	FLOOR-TECH JANITORIAL	6 CASE OF PAPER TOWELS	1/2023	4220	132.50
23-46705	10-005703	FLOOR-TECH JANITORIAL	2 CASES LRG TRASH BAGS	1/2023	4221	122.00
23-45248	10-1068	ONG	MONTHLY UTILITIES	1/2023	20230123	1,242.24
23-46703	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY INS.	1/2023	20230115	756.96
23-46740	10-1261	RED ROCK PETRO	5000UNLEAD&3000DIESEL	1/2023	1406439	143.84
23-46041	10-1530	THE TRIBUNE	BUDGET AMENDMENT 23-10	1/2023	20230113	76.64
23-46547	10-2918	MTM RECOGNITION CORPORATION	NAME PLATES	1/2023	6135414	27.01
23-46228	10-3196	IMAGENET CONSULTING, LLC	UP/DOWNSTAIRS PRINTERS	1/2023	INV447043	218.76
23-46662	10-4008	FRANCOTYP-POSTALIA INC	POSTAGE SOFTWARE	1/2023	RI105609351	564.00
					DEPARTMENT TOTAL:	5,092.21
DEPARTMENT: 02.0		FINANCE				
23-45046	10-005227	WELLS FARGO VENDOR	SHARP COPIER	1/2023	5023593806	39.27
23-46228	10-3196	IMAGENET CONSULTING, LLC	UP/DOWNSTAIRS PRINTERS	1/2023	INV447043	52.60
					DEPARTMENT TOTAL:	91.87
DEPARTMENT: 03.0		COURT				
23-46684	10-004622	OMCCA	2023 MEMBERSHIP DUES	1/2023	23-46684	110.00
23-46335	10-005099	CITY OF YUKON	INMATE HOUSING	1/2023	12/8-12/14	294.00
23-45013	10-005625	SHRED-IT	DEC 2022 PAPER DEST	1/2023	8003112630	50.00
23-45887	10-006024	DOORTEC, INC.	BACK DOOR REPAIR	1/2023	32241532	148.00
23-45580	10-0465	OK DEPT OF PUBLIC SAFETY	DEC 2022 OLETS LICENSE	1/2023	LET-008487	50.00
23-45026	10-0596	FUZZELL'S BUSINESS	DEC 2022 COPIER MAINT	1/2023	MM90856	45.49
23-45248	10-1068	ONG	MONTHLY UTILITIES	1/2023	20230123	318.00
23-46703	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY INS.	1/2023	20230115	540.68
23-44999	10-2274	OZARKA WATER COMPANY	OCT 2022 WATER	1/2023	20221031	29.24
23-45000	10-2274	OZARKA WATER COMPANY	NOV 2022 WATER	1/2023	20221130	25.44
23-45001	10-2274	OZARKA WATER COMPANY	DEC 2022 WATER	1/2023	20221231	25.44
23-46345	10-2369	STAN'S PLUMBING INC	SINK REPAIR	1/2023	18017	112.00
23-46330	10-3258	CITY OF YUKON	INMATE HOUSING GIB/DUNNUM	1/2023	12/7-12/7	84.00
23-46711	10-3258	CITY OF YUKON	INMATE HOUSING	1/2023	12-13-12-14	84.00
23-46574	10-3926	BOB MOORE DODGE-CHRYSLER-JE	MARSHAL VEHICLE REPAIR	1/2023	155112	913.91
23-46634	10-3926	BOB MOORE DODGE-CHRYSLER-JE	MARSHAL VEHICLE REPAIR	1/2023	155112	298.00
					DEPARTMENT TOTAL:	3,128.20

FUND: 010- GENERAL FUND SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 05.0		POLICE				
23-46699	10-004559	RICHARD W. LEMON	Reimb for Adapter	1/2023	9590613	7.88
23-46332	10-005219	DRAGONEYE TECHNOLOGY, LLC	2 Lidar Units	1/2023	4929	3,098.00
23-46603	10-005373	CARD SERVICES/P1	Supervising the FTO	1/2023	PRG5702Z	329.00
23-46604	10-005373	CARD SERVICES/P1	Sam's Office Supplies	1/2023	20230111	97.24
23-46605	10-005373	CARD SERVICES/P1	Amazon Office Supplies	1/2023	0380259	124.57
23-46637	10-005373	CARD SERVICES/P1	Traffic Cones	1/2023	0784209	174.48
23-46677	10-005687	SUNDANCE OFFICE SUPPLY, INC	Cards	1/2023	502857	325.00
23-46631	10-0225	GENUINE PARTS	Oil Press Sensor	1/2023	7092.026266	47.25
23-46639	10-0225	GENUINE PARTS	Unit 14-06760	1/2023	7092-026300	220.35
23-46729	10-0225	GENUINE PARTS	Unit 13-147 Battery	1/2023	7092-026792	99.78
23-45619	10-0465	OK DEPT OF PUBLIC SAFETY	Monthly OLETS Access	1/2023	LET-008390	485.00
23-46636	10-0919	MAIL DROP	Radar Drop Off	1/2023	20230120	17.89
23-45248	10-1068	ONG	MONTHLY UTILITIES	1/2023	20230123	2,203.11
23-46703	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY INS.	1/2023	20230115	7,731.76
23-46740	10-1261	RED ROCK PETRO	5000UNLEAD&3000DIESEL	1/2023	1406439	8,055.02
23-46719	10-1509	TOM'S SPEEDY LOCK & KEY SER	Keys	1/2023	69160	20.00
23-46565	10-1771	ADVENTURE OUT	Unit 20-008	1/2023	555140	63.75
23-46624	10-1771	ADVENTURE OUT	Unit 13-136 Spotlight	1/2023	555141	134.95
23-46754	10-1841	CAVENDER FORD OF OKC	Parts for Patrol Unit	1/2023	533124	89.76
23-46602	10-1979	JOHN E. REID & ASSOCIATES	Matt Branscum Training	1/2023	8B4E48E0-0001	585.00
23-45121	10-2194	BEARCOM/TOTAL RADIO	Base Stations & Consoles	1/2023	5492882	131.00
23-46523	10-2369	STAN'S PLUMBING INC	Dispatch Sink	1/2023	18023	228.00
23-45192	10-2442	SUMNERONE, INC.	Kyocera	1/2023	3470383	157.13
23-46514	10-3307	FAST STITCH	3 Shirts Miller	1/2023	11662	72.00
23-46701	10-3415	SPECIAL-OPS UNIFORMS, INC.	Miller Uniforms & Equip	1/2023	335924	776.39
23-46018	10-3926	BOB MOORE DODGE-CHRYSLER-JE	Fan for Unit 16-011	1/2023	237892	89.78
					DEPARTMENT TOTAL:	25,364.09
DEPARTMENT: 06.0		FIRE				
23-46667	10-005356	ACROSS THE STREET PRODUCTIO	BLUE CARD IC RENEWAL	1/2023	INV13200	106.25
23-46608	10-005357	MY-LOR	ACCOUNTABILITY TAGS	1/2023	4752	45.00
23-46708	10-0336	CASCO INDUSTRIES	BUNKER GEAR REPAIR	1/2023	247003	181.00
23-45040	10-1063	OG&E	MONTHLY SVS	1/2023	20230126	119.80
23-45248	10-1068	ONG	MONTHLY UTILITIES	1/2023	20230123	1,305.66
23-46703	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY INS.	1/2023	20230115	1,333.68
23-46740	10-1261	RED ROCK PETRO	5000UNLEAD&3000DIESEL	1/2023	1406439	1,726.65
23-46676	10-1977	FIRE PROTECTION PUB	FIRE SERVICE REDBOOKS	1/2023	231680	696.00
23-46028	10-3723	EASTERN OKLA COUNTY	LIVE FIRE TRAINER CLASS	1/2023	2022-11-28	120.00
23-46789	10-4090	AT&T MOBILITY	MOBILE DATA BILL	1/2023	20230111-	172.16
					DEPARTMENT TOTAL:	5,806.20

FUND: 010- GENERAL FUND SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 07.0		COMMUNITY DEV				
23-45046	10-005227	WELLS FARGO VENDOR	SHARP COPIER	1/2023	5023593806	39.27
23-46593	10-005647	LESA A. LAMAR	ABATEMENT LIEN RELEASE	1/2023	20230109	18.00
23-46773	10-005968	BRENDAN SUMMERVILLE	REIMBURSE CONFERENCE FEE	1/2023	23-46773	40.00
23-46703	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY INS.	1/2023	20230115	540.68
23-46740	10-1261	RED ROCK PETRO	5000UNLEAD&3000DIESEL	1/2023	1406439	719.20
23-46702	10-1530	THE TRIBUNE	BA 23-01 PUBLICATION	1/2023	20230127	79.70
23-46228	10-3196	IMAGENET CONSULTING, LLC	UP/DOWNSTAIRS PRINTERS	1/2023	INV447043	184.09
23-46594	10-3348	COUNTY CLERK OKLA COUNTY	ABATEMENT LIEN RELEASE	1/2023	23-46594	18.00
					DEPARTMENT TOTAL:	1,638.94
DEPARTMENT: 08.1		PUBLIC WORKS - ADMIN				
23-46617	10-005373	CARD SERVICES/P1	50UNITSTRAFFICSIGNALBULBS	1/2023	1246620	43.85
23-46736	10-005373	CARD SERVICES/P1	4INKCARTRIDGES&1LABTOPCAS	1/2023	5344268	112.23
23-45248	10-1068	ONG	MONTHLY UTILITIES	1/2023	20230123	1,239.99
23-46703	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY INS.	1/2023	20230115	198.25
23-46619	10-1622	WESTLAKE ACE HARDWARE	CEILINGFIXTURE&TOILETSEAT	1/2023	1/11-1/13	83.56
23-45070	10-2442	SUMNERONE, INC.	MAINTENANCE FEES(2023)	1/2023	3461734	30.39
					DEPARTMENT TOTAL:	1,708.27
DEPARTMENT: 08.2		PUBLIC WORKS - STREETS				
23-45068	10-004688	SIGNALTEK, INC.	MAINTENCE AGGREEMENT	1/2023	0123-1807	480.00
23-46274	10-004688	SIGNALTEK, INC.	23RD & ROCKWELL	1/2023	1807-0123	344.50
23-46567	10-005373	CARD SERVICES/P1	PINE SOL & C BATTERIES	1/2023	3419449	6.56
23-46617	10-005373	CARD SERVICES/P1	50UNITSTRAFFICSIGNALBULBS	1/2023	1246620	322.50
23-46736	10-005373	CARD SERVICES/P1	4INKCARTRIDGES&1LABTOPCAS	1/2023	5344268	16.89
23-46558	10-005703	FLOOR-TECH JANITORIAL	6 CASE OF PAPER TOWELS	1/2023	4220	66.25
23-46652	10-0225	GENUINE PARTS	POWER STEERING PUMP	1/2023	026650,026643	67.69
23-46632	10-0933	MAXWELL SUPPLY	REBAR	1/2023	052903	304.00
23-46703	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY INS.	1/2023	20230115	883.11
23-45600	10-1175	PINKLEY SALES	TRAFFIC SIGNAL BACKPLATES	1/2023	22423	374.05
23-46740	10-1261	RED ROCK PETRO	5000UNLEAD&3000DIESEL	1/2023	1406439	2,877.37
23-46712	10-1622	WESTLAKE ACE HARDWARE	4 CANS OF DEICER	1/2023	3503306	26.36
23-46759	10-1728	CL BOYD COMPANY INC	AIR FILTER UNIT #88	1/2023	P04822	71.10
23-46669	10-2123	HOME DEPOT CREDIT SVCS	SPONGES	1/2023	019878/302260	8.64
23-46633	10-2644	METHENY CONCRETE	9 YARDS CONCRETE	1/2023	002-145453	1,381.50
23-46597	10-3207	LOGAN COUNTY ASPHALT CO	3 TONS COLD PATCH	1/2023	25449	354.55
					DEPARTMENT TOTAL:	7,585.07

FUND: 010- GENERAL FUND SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08.4		PUBLIC WORKS - MAINT				
23-46567	10-005373	CARD SERVICES/P1	PINE SOL & C BATTERIES	1/2023	3419449	6.56
23-46736	10-005373	CARD SERVICES/P1	4INKCARTRIDGES&1LABTOPCAS	1/2023	5344268	41.99
23-46558	10-005703	FLOOR-TECH JANITORIAL	6 CASE OF PAPER TOWELS	1/2023	4220	66.25
23-46703	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY INS.	1/2023	20230115	54.07
23-46508	10-1245	RAM PRODUCTS INC	DEGREASR 55 GL & BALL VAL	1/2023	47837	598.50
23-46670	10-1245	RAM PRODUCTS INC	WASH BAY SOAP	1/2023	47901	386.00
23-46740	10-1261	RED ROCK PETRO	5000UNLEAD&3000DIESEL	1/2023	1406439	503.44
					DEPARTMENT TOTAL:	1,656.81
DEPARTMENT: 08.5		PUBLIC WORKS - PARKS				
23-46706	10-005005	BRONCO EQUIPMENT RENTAL & S	BELT FOR BOBCAT	1/2023	852855-0001	133.99
23-46459	10-005373	CARD SERVICES/P1	MAGNIFYING GLASS	1/2023	0627465	45.99
23-46567	10-005373	CARD SERVICES/P1	PINE SOL & C BATTERIES	1/2023	3419449	13.12
23-46617	10-005373	CARD SERVICES/P1	50UNITSTRAFFICSIGNALBULBS	1/2023	1246620	19.56
23-46558	10-005703	FLOOR-TECH JANITORIAL	6 CASE OF PAPER TOWELS	1/2023	4220	132.50
23-46611	10-0225	GENUINE PARTS	AC BELT & TENSIONER	1/2023	7092-025863	60.62
23-46655	10-0225	GENUINE PARTS	UNIT 59 BATTERY	1/2023	7092-026379	104.90
23-45040	10-1063	OG&E	MONTHLY SVS	1/2023	20230126	89.26
23-45248	10-1068	ONG	MONTHLY UTILITIES	1/2023	20230123	48.89
23-46703	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY INS.	1/2023	20230115	54.07
23-46740	10-1261	RED ROCK PETRO	5000UNLEAD&3000DIESEL	1/2023	1406439	1,774.10
23-46707	10-1350	SMITH FARM & GARDEN	CHAINS FOR CHAINSAWS	1/2023	128547	338.58
23-46606	10-1509	TOM'S SPEEDY LOCK & KEY SER	KEYS TO LOCKS FOR SHELTER	1/2023	69146	14.80
23-46717	10-1622	WESTLAKE ACE HARDWARE	10 BAGS OF ICE MELT	1/2023	3503310	139.90
23-46500	10-2123	HOME DEPOT CREDIT SVCS	PARTSFORLEAKATPARKBARN	1/2023	12/29-1/25/20223	220.08
					DEPARTMENT TOTAL:	3,190.36
					FUND TOTAL:	55,262.02

FUND: 021- PUBLIC SAFETY FUND SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 99.0		NON-DEPARTMENTAL				
23-46082	10-004536	APPLIED CONCEPTS, INC.	4 Police Radars	1/2023	413279	9,688.00
23-46635	10-004536	APPLIED CONCEPTS, INC.	Repair Lidar	1/2023	413414	527.50
23-46726	10-005295	FARO TECHNOLOGIES, INC.	Software Program	1/2023	91754309	421.73
23-46681	10-005373	CARD SERVICES/P1	HDMI CORD REPEATER	1/2023	4884204	45.98
					DEPARTMENT TOTAL:	10,683.21
					FUND TOTAL:	10,683.21

FUND: 034- WATER SYS IMPROVE FUND SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		** INVALID DEPARTMENT **				
23-45549	10-004952	EPUMP SOLUTIONS	PUMPS REPLACED	1/2023	1013874M-	10,435.00
					DEPARTMENT TOTAL:	10,435.00
					FUND TOTAL:	10,435.00

Agenda: 02/07/2023
Item: 3 (C)

BETHANY CITY COUNCIL

From: Michael Vaughn, Finance Director
Date: 02/07/2023
Subject: Budget Amendment 23-11

BACKGROUND

In Fiscal Year 2021-2022, the Council approved the expenditure of $127,435 from the Water System Improvements Fund to repair/replace pumps in the Water Plant that were damaged by flooding. $115,000 was expended in FY 22. We recently received an additional invoice for $10,435 for these repairs. This would put the total spent at $125,435, which is $2,000 less than originally budgeted.

Budget Amendment 23-11 would carry over funding from FY 22 to pay for these repairs.

RECOMMENDATION

1. Approve Budget Amendment 23-11(attached).

ADDITIONAL COMMENTS



Approval of and authorization to execute Budget Amendment Number BA# 23-11

BUDGET AMENDMENT FORM

Funds: General Fund
Amendment #: BA# 23-11
Fiscal Year: FY2023

Account #	Account Name	Estimated Revenue Increase	Estimated Revenue Decrease	Appropriations Increase	Appropriations Decrease
Water System Improvement Fund					
(034)540.0-300	Water Plant Pump Repair			10,435	
(034)25930	Fund Balance	10,435			
	TOTALS	10,435	-	10,435	-

EXPLANATION: **11 OS Section 17-216 B**

The Municipal Budget Act adopted by the City Council allows the City to amend the budget at any time during the year for necessary expenditures incurred that exceed the original budget or when changing circumstances warrant the action.

Budget Amendment 23-10 recognizes grant revenue received from FEMA and makes these funds available for appropriation.

Date & Signature of Mayor: **x** _____ Date

Date & Signature of City Manager: **x** _____ Date

Date Approved by City Council: January 3, 2023

	Water Sys. Imp. Fund
Unappropriated Fund Balance Remaining After Amendment:	**3,594,714.00**

Agenda: 02/07/2023
Item: 7

CITY OF BETHANY

From: Michael Vaughn, Finance Director
Date: January 30, 2023
Subject: Fiscal Year 2021-2022Audit

BACKGROUND

The City of Bethany engaged Elfrink and Associates to perform the annual financial audit of the City including governmental and non-governmental fund types. The audit has been completed and is in your agenda packet. The result is an unqualified opinion, known as a "clean" audit. Anne Elfrink will give a presentation on the audit.

RECOMMENDATION

1. To accept the Fiscal Year 2020-2021 Audit Report from Elfrink and Associates.

ADDITIONAL COMMENTS



CITY OF

BETHANY, OKLAHOMA

ANNUAL FINANCIAL STATEMENTS AND INDEPENDENT AUDITOR'S REPORTS

AS OF AND FOR THE FISCAL YEAR ENDED JUNE 30, 2022

THE CITY OF BETHANY, OKLAHOMA

ANNUAL FINANCIAL STATEMENTS AND INDEPENDENT AUDITOR'S REPORTS

AS OF AND FOR THE FISCAL YEAR ENDED JUNE 30, 2022

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INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor and City Council
City of Bethany, Oklahoma

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Bethany, Oklahoma ("City"), as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the City 's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of June 30, 2022, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

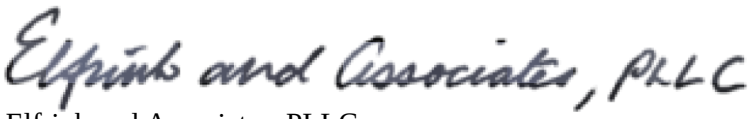
Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, pension and other post-employment benefit schedules on pages 7-16 and 63-68 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining individual and nonmajor fund financial statements are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining individual and nonmajor fund financial statements are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 28, 2022, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.



Elfrink and Associates, PLLC

Tulsa, Oklahoma
December 28, 2022

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MANAGEMENT DISCUSSION AND ANALYSIS

Our discussion and analysis of the City of Bethany's financial performance provides an overview of the City's financial activities for the fiscal year ended June 30, 2022. Please read it in conjunction with the City's financial statements, which follow this section.

FINANCIAL HIGHLIGHTS

- For the fiscal year ended June 30, 2022, the City's total net position increased by $6,617,353 or 15.7% from the prior year.
- During the year, the City's expenses for governmental activities were $9.9 million and were funded by program revenues of $4.0 million and further funded with taxes and other general revenues that totaled $10.8 million.
- In the City's business-type activities, such as utilities, program revenues exceeded expenses by $3.5 million.
- At June 30, 2022, the General Fund reported an unassigned fund balance of $3,975,846.
- For budgetary reporting purposes, the General Fund reported revenues above estimates of $1,030,277 or 12.86%, while expenditures were under the final appropriations by $910,538 or 8.22%.

OVERVIEW OF THE FINANCIAL STATEMENTS

The financial statements presented herein include all of the activities of the City of Bethany (the "City") and its component units using the integrated approach as prescribed by GASB Statements No. 14, 34, 39, and 61. Included in this report are governmental-wide statements for each of two categories of activities – governmental and business-type. The government-wide financial statements present the complete financial picture of the City from the economic resources measurement focus using the accrual basis of accounting. They present governmental activities and business type activities separately and combined. These statements include all assets of the City (including infrastructure capital assets), and deferred outflows of resources, as well as all liabilities (including all long-term debt) and deferred inflows of resources.

About the City

The City of Bethany is an incorporated municipality with a population of approximately 19,400 located in central Oklahoma. The City operates under a council-manager form of government with a charter that provides for three branches of government.

- Legislative – the governing body includes an elected five-member City Council and Mayor
- Executive – the City Manager is the Chief Executive Officer and is appointed by the City Council
- Judicial – the Municipal Judge is a practicing attorney appointed by the City Council

The City's Financial Reporting Entity

This annual report includes all activities for which the City Council of the City of Bethany is fiscally responsible. These activities are operated within several separate legal entities that are reported together to make up the City's financial reporting entity.

The City's financial reporting entity includes the City of Bethany and four blended component units.

Primary Government:

The City of Bethany– an incorporated municipality that operates the public safety, health and welfare, streets and highways, parks and recreation, and administrative activities of the City

Blended Component Units:

Bethany Public Works Authority (BPWA) – public trust created pursuant to 60 O.S. § 176 that operates the water and sanitation services for the residents. In addition, the trust collects wastewater service charges and remits collections to the Bethany/Warr Acres Public Works Authority which operates the wastewater system. The City Council serves as the governing body.

Bethany Economic Development Authority (BEDA) – – public trust created pursuant to 60 O.S. § 176 to promote economic development within the City. The City Council appoints the governing body.

Bethany Development Authority (BDA) – – public trust created pursuant to 60 O.S. § 176 to promote economic development within the City. The City Council serves as five of the nine trustees with the remaining trustees appointed by the Chamber and approved by the City Council.

Bethany Hospital Trust (BHT) – is a public trust created to provide health care and health care financing services to the community and surrounding area. The City Council serves as the governing body.

In addition, as required by state law, all debt obligations incurred by the trusts must be approved by two-thirds vote of the City Council. This is considered sufficient imposition of will to demonstrate financial accountability and to include the trusts within the City's financial reporting entity. The public trusts do not issue separate financial statements.

Using This Annual Report

This annual report is presented in a format that substantially meets the presentation requirements of the Governmental Accounting Standards Board (GASB) in accordance with generally accepted accounting principles. The presentation includes financial statements that communicate the City's financial position and changes therein at two distinct levels:

- **The City as a Whole** (a government-wide presentation)
- **The City's Funds** (a presentation of the City's major and aggregate non-major funds)

The City's various government-wide and fund financial statements are presented throughout this annual report and are accompanied by:

- **Management's Discussion and Analysis** – that provides a useful analysis that facilitates a better understanding of the City's financial condition and changes therein.

- **Footnotes** - that elaborate on the City's accounting principles used in the preparation of the financial statements and further explain financial statement elements.
- **Supplemental Information** – that provides additional information about specified elements of the financial statements, such as budgetary comparison information, and capital assets and long-term debt information.

Reporting the City as a Whole

The Statement of Net Position and the Statement of Activities

One of the most frequently asked questions about the City's finances is, "Has the City's overall financial condition improved, declined or remained steady over the past year?" The Statement of Net Position and Statement of Activities report information about the activities of the City as a whole that helps answer this question. These statements include all assets, deferred outflows, liabilities and deferred inflows using the accrual basis of accounting. All current year revenues and expenses are taken into account regardless of when cash is received or paid.

The Statement of Net Position reports the City's year-end net position, while the Statement of Activities reports the changes in net position from the prior year. Think of a City's net position – assets plus deferred outflows, less liabilities and deferred inflows – as one way to measure the City's financial condition, or position. Over time, changes in net position may indicate whether a City's financial health is improving, deteriorating, or remaining steady. However, it is important to consider other nonfinancial factors, such as changes in the City's tax base, the condition of roads, and the quality of services to assess the overall health and performance of the City.

As mentioned above, in the Statement of Net Position and the Statement of Activities, the City is divided into two kinds of activities:

- Governmental activities -- Most of the City's basic services are reported here, including the police, fire, general administration, streets, and parks. Sales taxes, franchise fees, fines, and state and federal grants finance most of these activities.

- Business-type activities -- The City charges a fee to customers to help cover all or most of the cost of certain services it provides. The City's water and sanitation activities are reported here.

Reporting the City's Most Significant Funds

Fund Financial Statements

The fund financial statements provide detailed information about the most significant funds – not the City as a whole. Some funds are required to be established by State law and/or bond covenants, but many other funds are established by the City Council to help control and manage money for particular purposes or to show that the City is meeting its legal responsibilities for using certain taxes, grants and other money.

Governmental funds -- Most of the City's basic services are reported in governmental funds, which focus on the flow of resources in and out of these funds and the character of any remaining balances at year-end that are available for spending. These funds are reported using a method called the modified accrual basis

of accounting, which measures cash and all other financial assets that can readily be converted to cash. The governmental fund statements provide a detailed short-term view of the City's general governmental operations and the basic services it provides. Governmental fund information helps determine whether there are more or less financial resources available in the near future to finance the City's programs. The difference in results between the Governmental Fund and the Government-Wide financial statements is described in a reconciliation following each Governmental Fund financial statement.

Proprietary funds - When the City charges customers for services it provides – whether to outside customers or to other units of the City – these services are generally reported in proprietary funds. The City's enterprise funds are essentially the same as the business-type activities reported in the government-wide statements, but provide more detail including cash flow information. Proprietary funds use the same basis of accounting as the business-type activities at the government-wide level and are presented in the Statement of Net Position, the Statement of Revenues, Expenses and Changes in Fund Net Position and Statement of Cash Flows.

A FINANCIAL ANALYSIS OF THE CITY AS A WHOLE

Net Position

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City, assets and deferred outflows exceeded liabilities and deferred inflows by $48,775,991 at the close of the most recent fiscal year.

TABLE 1
NET POSITION (In Thousands)

	Governmental Activities		% Inc. (Dec.)	Business-Type Activities		% Inc. (Dec.)	Total		% Inc. (Dec.)
	2022	2021		2022	2021		2022	2021	
Current assets	$ 12,598	$ 8,202	54%	$ 13,937	$ 15,594	-11%	$ 26,535	$ 23,796	12%
Capital assets, net	11,457	11,561	-1%	28,791	29,543	-3%	40,248	41,104	-2%
Other non-current assets	4,935	-	100%	16,650	4,643	259%	21,585	4,643	365%
Total assets	28,990	19,763	47%	59,378	49,780	19%	88,368	69,543	27%
Deferred outflows	2,540	3,617	-30%	483	882	-45%	3,023	4,499	-33%
Current liabilities	2,820	1,167	142%	2,387	1,584	51%	5,207	2,751	89%
Non-current liabilities	10,877	15,791	-31%	7,967	9,986	-20%	18,844	25,777	-27%
Total liabilities	13,697	16,958	-19%	10,354	11,570	-11%	24,051	28,528	-16%
Deferred inflows	7,870	1,330	492%	10,694	2,024	428%	18,564	3,354	453%
Net position									
Net investment capital assets	5,301	5,386	-2%	20,814	20,417	2%	26,115	25,803	1%
Restricted	4,251	3,793	12%	4,374	537	715%	8,625	4,330	99%
Unrestricted (deficit)	411	(4,087)	-110%	13,625	16,114	-15%	14,036	12,027	17%
Total net positin	$ 9,963	$ 5,092	96%	$ 38,813	$ 37,068	5%	$ 48,776	$ 42,160	16%

The largest portion of the City's net position reflects its net investment capital assets (e.g., land, buildings, machinery, and equipment); less any related debt used to acquire those assets that are still outstanding. For 2022, the net investment in capital assets amounted to $26.1 million. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

A major portion of the City's net position, $8.6 million also represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position is $14.0 million and can be used to pay general operating costs.

Explanations of significant changes displayed in Table 1 are as follows:

Governmental Activities:

Current Assets – Increase of $4.4 million (54%) due to an increase in cash balances related to The American Rescue Plan Act grant received and reduction in expenditures.

Non-Current Assets – Increase of $4.9 million (100%) due to pension activity.

Current Liabilities- Increase of $1.7 million (142%) due to a significant increase in unearned revenue related to ARPA money.

Deferred Inflows- Increase of $6.5 million (492%) due to pension activity.

Business-Type Activities:

Non-Current Assets– Increase of $12.0 million (259%) due to the recording of new lease receivables according to GASB 87 as well as pension and OPEB activity.

Deferred Inflows- Increase of $8.7 million due to the implementation of new deferred inflows related to the lease receivables described above as well as pension and OPEB activity.

For the year ended June 30, 2022, net position of the primary government changed as follows:

TABLE 2
CHANGES IN NET POSITION (In Thousands)

	Governmental Activities		% Inc. (Dec.)	Business-Type Activities		% Inc. (Dec.)	Total		% Inc. (Dec.)
	2022	2021		2022	2021		2022	2021	
Revenues									
Charges for service	$ 1,779	$ 1,583	12%	$ 10,198	$ 9,695	5%	$ 11,977	$ 11,278	6%
Operating grants and contributions	2,258	2,503	-10%	-	-	-	2,258	2,503	-10%
Taxes	8,416	8,076	4%	-	-	-	8,416	8,076	4%
Investment income	15	10	50%	256	125	105%	271	135	101%
Miscellaneous	225	138	63%	144	107	35%	369	245	51%
Total revenues	12,693	12,310	3%	10,598	9,927	7%	23,291	22,237	5%
Expenses									
General government	1,952	2,056	-5%	-	-	-	1,952	2,056	-5%
Public safety	5,643	7,986	-29%	-	-	-	5,643	7,986	-29%
Streets	841	901	-7%	-	-	-	841	901	-7%
Culture and recreation	803	942	-15%	-	-	-	803	942	-15%
Community development	491	713	-31%	-	-	-	491	713	-31%
Economic development	60	62	-3%	-	-	-	60	62	-3%
Interest on debt	140	141	-1%	-	-	-	140	141	-1%
Water	-	-	-	2,503	2,660	-6%	2,503	2,660	-6%
Wastewater	-	-	-	2,282	2,157	6%	2,282	2,157	6%
Sanitation	-	-	-	1,686	2,504	-33%	1,686	2,504	-33%
Hospital	-	-	-	273	273	0%	273	273	0%
Total expenses	9,930	12,801	-22%	6,744	7,594	-11%	16,674	20,395	-18%
Excess (deficiency) before transfers	2,763	(491)	663%	3,854	2,333	65%	6,617	1,842	259%
Transfers	2,108	697	202%	(2,108)	(697)	202%	-	-	-
Change in net position	$ 4,871	$ 206	2264%	$ 1,746	$ 1,636	7%	$ 6,617	$ 1,842	259%

Explanations of significant changes in Table 2 are as follows:

Governmental Activities:

Public safety – decrease of $2.3 million due to a reduction in fire and police pension expenses.

Business-Type Activities:

Sanitation- Decrease of $0.8 million due to a reduction in general operating expenses.

Governmental Activities

To aid in the understanding of the Statement of Activities some additional explanation is needed. One area of particular interest is the format of the report that significantly differs from a typical Statement of Revenues, Expenses, and Changes in Fund Balance. Notice that expenses are listed in the first column with revenues from that particular program reported to the right, resulting in a Net (Expense)/Revenue. The reason for this presentation is to highlight the relative financial burden of each of the City's functions on the taxpayers. It also identifies the level to which each function relies on general revenues to support its operations, or if it is self-financed through fees, grants and/or contributions. All other governmental revenues are reported as general. It is important to note that all taxes are classified as general revenue even if restricted for a specific purpose.

TABLE 3
Net Revenue (Expense) of Governmental Activities
(In Thousands)

	Total Expense of Services		% Inc. (Dec.)	Net Revenue (Expense) of Services		% Inc. (Dec.)
	2022	2021		2022	2021	
General government	$ 1,952	$ 2,056	-5%	$ 476	$ (1,216)	-139%
Public safety	5,643	7,986	-29%	(4,686)	(5,342)	-12%
Streets	841	901	-7%	(319)	(412)	-23%
Culture, parks and recreation	803	942	-15%	(803)	(942)	-15%
Community development	491	713	-31%	(361)	(602)	-40%
Economic development	60	62	-3%	(60)	(61)	-2%
Interest on long-term debt	140	141	-1%	(140)	(141)	-1%
Total	$ 9,930	$ 12,801	-22%	$ (5,893)	$ (8,716)	-32%

For the year ended June 30, 2022 total expenses for governmental activities amounted to approximately $9.9 million which was a decrease from the prior year of 22%. See Table 2 above for explanations of changes.

Business-type Activities

TABLE 4
Net Revenue (Expense) of Business-Type Activities
(In Thousands)

	Total Expense of Services		% Inc. Dec.	Net Revenue (Expense) of Services		% Inc. Dec.
	2022	2021		2022	2021	
Water	$ 2,503	$ 2,660	-6%	$ 1,554	$ 1,277	22%
Wastewater	2,282	2,157	6%	672	577	16%
Sanitation	1,686	2,504	-33%	1,285	304	323%
Hospital	273	273	0%	(57)	(57)	0%
Total	$ 6,744	$ 7,594	-11%	$ 3,454	$ 2,101	64%

The City's business-type activities include utility services for water, wastewater, sanitation and hospital activities.

In reviewing the business-type activities net (expense)/revenue, the following highlights should be noted:

- Total business-type activities reported net revenues of $3.5 million for the year ended June 30, 2022.

A FINANCIAL ANALYSIS OF THE CITY'S FUNDS

As the City completed its 2022 fiscal year, the governmental funds reported a combined fund balance of $8.3 million or a 19.5% increase of $1.4 million due to a decrease in operational costs. The proprietary funds reported combined net position of $38.8 million or a 4.7% increase of $1.7 million from the prior year.

Fund Balance/Net Position

Governmental Funds		Proprietary Funds	
Restricted	$ 4,262,384	Net investment in capital assets	$ 20,814,483
Assigned	53,831	Restricted for debt service and other	4,374,113
Unassigned	3,971,351	Unrestricted	13,624,523
Total Fund Balance	$ 8,287,566	Total Net Position	$ 38,813,119

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

At the end of June 30, 2022, the City had $40.2 million invested in capital assets, net of depreciation, including police and fire equipment, buildings, park facilities, water lines and sewer lines. (See table below). This represents a net decrease of $0.9 million or 2.08% from the prior year.

TABLE 5
Capital Assets
(In Thousands)
(Net of accumulated depreciation)

	Governmental Activities		Business-Type Activities		Total	
	2022	2021	2022	2021	2022	2021
Land	$ 1,692	$ 1,692	$ 487	$ 487	2,179	$ 2,179
Buildings	7,172	7,067	5,287	5,611	12,459	12,678
Machinery, furniture and equipment	1,076	1,079	1,488	1,393	2,564	2,472
Infrastructure	1,504	1,615	21,469	21,855	22,973	23,470
Construction in progress	13	107	60	197	73	304
Totals	$ 11,457	$ 11,560	$ 28,791	$ 29,543	$ 40,248	$ 41,103

This year's more significant capital asset additions included:

Lift station addition	$188,656
City Hall renovations	$292,126

See Note 5 to the financial statements for more detail information on the City's capital assets and changes therein.

Long- Term Debt

At year-end, the City had $15.5 million in long-term debt outstanding which represents a $1.5 million decrease, or 9.3%, from the prior year. The City's changes in long-term debt by type of debt are as follows:

TABLE 6
Long-Term Debt
(In Thousands)

	Governmental Activities		Business-Type Activities		Total	
	2022	2021	2022	2021	2022	2021
Accrued absences	$ 741	$ 750	$ 168	$ 164	$ 909	$ 914
General obligation bonds	6,030	6,460	-	-	6,030	6,460
Revenue Bonds	-	-	400	790	400	790
Bond Premium	126	136	-	-	126	136
Notes Payable - Direct borrowing	-	-	8,002	8,761	8,002	8,761
Totals	$ 6,897	$ 7,346	$ 8,570	$ 9,715	$ 15,467	$ 17,061

See Note 7 to the financial statements for more detail information on the City's long-term debt and changes therein.

The Upcoming Year

The primary sources of revenue for the City of Bethany are Sales Tax and Water and Wastewater revenue. Sales tax requires a vote of the people and cannot be adjusted without the people's consent. The City continues to look for ways to enhance its revenue base to assist in operations.

Contacting the City's Financial Management

This report is designed to provide citizens, taxpayers, customers and creditors with an understanding of the City's finances and to demonstrate the City's accountability for the resources it receives. If you have questions about this report or need additional financial information, contact the City of Bethany, Finance Director, P.O. Box 219, Bethany, OK 73088.

BASIC FINANCIAL STATEMENTS – GOVERNMENT-WIDE

Statement of Net Position– June 30, 2022

	Primary Government		
	Governmental Activities	Business-type Activities	Total
ASSETS			
Cash and equivalents	$ 12,283,768	6,844,211	$ 19,127,979
Investments	1,115,401	1,773,249	2,888,650
Accounts receivable, net	793,609	809,033	1,602,642
Due from other governments	2,382,599	-	2,382,599
Other receivables	4,856	529,000	533,856
Internal balances	(3,981,822)	3,981,822	-
Cash and equivalents, restricted	-	1,784,123	1,784,123
Investments - restricted	-	1,116,476	1,116,476
Lease receivable	-	7,655,766	7,655,766
Net pension asset	4,935,214	1,337,276	6,272,490
Investment in joint venture	-	4,755,780	4,755,780
Capital Assets			
Land and construction in progress	1,704,745	546,608	2,251,353
Other capital assets, net of depreciation	9,752,730	28,244,799	37,997,529
Total assets	28,991,100	59,378,143	88,369,243
DEFERRED OUTFLOWS:			
Deferred amounts related to pensions	2,305,997	221,399	2,527,396
Deferred amounts related to OPEB	233,756	261,393	495,149
Total deferred outflows of resources	2,539,753	482,792	3,022,545
LIABILITIES			
Accounts payable and accrued liabilities	626,608	550,463	1,177,071
Unearned revenue	1,678,525	-	1,678,525
Accrued interest payable	11,131	71,547	82,678
Due to other governments	-	92,085	92,085
Long-term liabilities			
Due within one year	504,087	1,672,624	2,176,711
Due in more than one year	10,877,284	7,966,755	18,844,039
Total liabilities	13,697,635	10,353,474	24,051,109
DEFERRED INFLOWS:			
Deferred amounts related to pensions	7,411,069	1,430,169	8,841,238
Deferred amounts related to OPEB	459,277	106,248	565,525
Deferred amounts related to leases	-	9,157,925	9,157,925
Total deferred inflows of resources	7,870,346	10,694,342	18,564,688
NET POSITION:			
Net investment in capital assets	5,300,980	20,814,483	26,115,463
Restricted	4,251,253	4,374,113	8,625,366
Unrestricted	410,639	13,624,523	14,035,162
Total net position	$ 9,962,872	$ 38,813,119	$ 48,775,991

See accompanying notes to the basic financial statements.

Statement of Activities –Year Ended June 30, 2022

Functions/Programs	Expenses	Program Revenue: Charges for Services	Program Revenue: Operating Grants and Contributions	Program Revenue: Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Position: Primary Government: Governmental Activities	Primary Government: Business-type Activities	Primary Government: Total
Primary government							
Governmental Activities							
General Government	$ 1,951,562	$ 944,833	$ 1,483,152	$ -	$ 476,423	$ -	$ 476,423
Public Safety	5,642,844	370,756	586,365	-	(4,685,723)	-	(4,685,723)
Public Works and Streets	840,560	333,655	188,025	-	(318,880)	-	(318,880)
Culture and Recreation	803,389	20	-	-	(803,369)	-	(803,369)
Community Development	491,266	129,764	-	-	(361,502)		(361,502)
Economic Development	60,069	-	-	-	(60,069)	-	(60,069)
Interest on Long-Term Debt	139,671	-	-	-	(139,671)	-	(139,671)
Total governmental activities	9,929,361	1,779,028	2,257,542	-	(5,892,791)	-	(5,892,791)
Business-type activities							
Water	2,502,550	4,056,953	-	-	-	1,554,403	1,554,403
Wastewater	2,282,099	2,953,744	-	-	-	671,645	671,645
Sanitation	1,686,446	2,971,080	-	-	-	1,284,634	1,284,634
Hospital	272,663	216,000	-	-	-	(56,663)	(56,663)
Total business-type activities	6,743,758	10,197,777	-	-	-	3,454,019	3,454,019
Total primary government	$ 16,673,119	$ 11,976,805	$ 2,257,542	$ -	(5,892,791)	3,454,019	(2,438,772)
General revenues:							
Taxes:							
Sales and use taxes					6,990,581	-	6,990,581
Property tax					514,315	-	514,315
Franchise and public service taxes					747,216	-	747,216
Other taxes					164,337	-	164,337
Investment income					15,115	255,545	270,660
Miscellaneous					225,009	144,007	369,016
Transfers - internal activity					2,107,707	(2,107,707)	-
Total general revenues and transfers					10,764,280	(1,708,155)	9,056,125
Change in net position					4,871,489	1,745,864	6,617,353
Net position - beginning					5,091,383	37,067,255	42,158,638
Net position - ending					$ 9,962,872	$ 38,813,119	$ 48,775,991

See accompanying notes to the basic financial statements.

BASIC FINANCIAL STATEMENTS - GOVERNMENTAL FUNDS

Governmental Funds Balance Sheet - June 30, 2022

	General Fund	Federal Grants Fund	Other Governmental Funds	Total Governmental Funds
ASSETS				
Cash and cash equivalents	$ 8,473,419	$ 1,678,525	$ 2,131,824	$ 12,283,768
Investments	353,340	-	762,061	1,115,401
Receivables:				
Accounts receivable	793,607	-	-	793,607
Due from other accounts	2,109,523	-	-	2,109,523
Due from other funds	-	-	16,811	16,811
Taxes	867,143	-	184,833	1,051,976
Other	1,335,479	-	-	1,335,479
Total assets	$ 13,932,511	$ 1,678,525	$ 3,095,529	$ 18,706,565
LIABILITIES, DEFERRED INFLOWS AND FUND BALANCES				
Liabilities:				
Accounts payable and accrued liabilities	$ 277,191	$ -	$ 215,638	$ 492,829
Wages payable	107,805	-	1,328	109,133
Unearned revenue	-	1,678,525	-	1,678,525
Due to other funds	3,994,138	-	4,495	3,998,633
Escrow liability	24,646	-	-	24,646
Due to other accounts	2,109,523	-	-	2,109,523
Total liabilities	6,513,303	1,678,525	221,461	8,413,289
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenue	1,981,027	-	24,683	2,005,710
Fund balances:				
Restricted	1,456,835	-	2,805,549	4,262,384
Assigned	5,500	-	48,331	53,831
Unassigned (deficit)	3,975,846	-	(4,495)	3,971,351
Total fund balances	5,438,181	-	2,849,385	8,287,566
Total liabilities, deferred inflows and fund balances	$ 13,932,511	$ 1,678,525	$ 3,095,529	$ 18,706,565

See accompanying notes to the basic financial statements.

Governmental Funds Statement of Changes in Fund Balances – Year Ended June 30, 2022

	General Fund	Federal Grants Fund	Other Governmental Funds	Total Governmental Funds
REVENUES				
Taxes	$ 6,793,842	$ -	$ 1,567,372	$ 8,361,214
Intergovernmental	1,130,091	-	33,170	1,163,261
Charges for services	674,703	-	109,983	784,686
Fines and forfeitures	745,014	-	81,990	827,004
Licenses and permits	129,764	-	-	129,764
Investment income	11,445	-	3,670	15,115
Miscellaneous	205,209	-	3,242	208,451
Total revenues	9,690,068	-	1,799,427	11,489,495
EXPENDITURES				
Current:				
General government	1,924,170	-	-	1,924,170
Public Safety	6,903,615	-	87,261	6,990,876
Public works and streets	920,902	-	-	920,902
Culture and recreation	431,592	-	7,000	438,592
Economic development	490,232	-	60,069	550,301
Capital Outlay	140,025	-	1,249,403	1,389,428
Debt Service:				
Principal	-	-	430,000	430,000
Interest and other charges	-	-	142,475	142,475
Total expenditures	10,810,536	-	1,976,208	12,786,744
Excess (deficiency) of revenues over expenditures	(1,120,468)	-	(176,781)	(1,297,249)
OTHER FINANCING SOURCES (USES)				
Transfers in	8,681,304	-	125,000	8,806,304
Transfers out	(5,837,429)	-	(319,000)	(6,156,429)
Total other financing sources and uses	2,843,875	-	(194,000)	2,649,875
Net change in fund balances	1,723,407	-	(370,781)	1,352,626
Fund balances - beginning	3,714,774	-	3,220,166	6,934,940
Fund balances - ending	$ 5,438,181	$ -	$ 2,849,385	$ 8,287,566

See accompanying notes to the basic financial statements.

Reconciliation of Governmental Funds and Government-Wide Financial Statements:

Fund Balance – Net Position Reconciliation:

Total fund balance, governmental funds	$	8,287,566
Amounts reported for governmental activities in the Statement of Net Position are different because:		
Capital assets used in governmental activities are not current financial resources and therefore are not reported in this fund financial statement, but are reported in the governmental activities of the Statement of Net Position.		11,457,477
Certain long-term assets are not available to pay for current fund liabilities and, therefore, are deferred in the funds.		2,005,710
Certain other long-term elements are not available to pay current fund liabilities and threfore they, along with pension and OPEB related deferred outflows, are not reported in the funds:		
Net pension asset		4,935,214
Pension related deferred outflows		2,305,997
OPEB related deferred outflows		233,756
Some liabilities are not due and payable in the current period and they, along with certain deferred inflows, are not included in the fund financial statement, but are included in the governmental activities of the Statement of Net Position:		
Interest payable		(11,131)
Net pension liability		(3,206,901)
Pension related deferred inflows		(7,411,069)
Total OPEB liability		(1,277,150)
OPEB related deferred inflows		(459,277)
Accrued compensated absences		(740,859)
Unamortized debt premium		(126,461)
General obligation bond payable		(6,030,000)
Net Position of Governmental Activities in the Statement of Net Position	$	9,962,872

See accompanying notes to the basic financial statements.

Changes in Fund Balances – Changes in Net Position Reconciliation:

Net change in fund balances - total governmental funds:	$	1,352,626
Amounts reported for Governmental Activities in the Statement of Activities are different because:		
Governmental funds report capital outlays as expenditures while governmental activities report depreciation expense to allocate those expenditures over the life of the assets:		
Capital asset purchases capitalized		730,523
Depreciation expense		(833,553)
In the Statement of Activities, the net cost of pension benefits earned is calculated and reported as pension expense. The fund financial statements report pension contributions as expenditures. This amount represents the difference between pension contributions and calculated pension expense.		1,774,519
Revenues in the Statement of Activities that do not provide current financial resources are not reported as revenues in the funds:		
Change in unavailable revenue		1,388,383
Bond proceeds provide current financial resources to governmental funds, but issuing debt increased long-term liabilities in the Statement of Net Position. Repayment of debt principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the Statement of Net Position:		
General obligation bond principal payments		430,000
Some expenses reported in the statement of activities do not require the use of current financial resources and these are not reported as expenditures in governmental funds:		
Change in accrued interest payable		717
Change in accrued compensated absences		9,316
Change in total OPEB liability		9,871
Change in amortization of bond discount/premium		9,087
Change in net position of governmental activities	$	4,871,489

See accompanying notes to the basic financial statements.

BASIC FINANCIAL STATEMENTS - PROPRIETARY FUNDS

Proprietary Funds Statement of Net Position - June 30, 2022

	Enterprise Funds		
	Bethany Public Works Authority	Bethany Hospital Trust	Total
ASSETS			
Current assets:			
Cash and cash equivalents	$ 4,233,967	$ 2,610,244	$ 6,844,211
Cash and cash equivalents, restricted	1,784,123	-	1,784,123
Investments	1,012,992	760,257	1,773,249
Accounts receivable, net	808,793	-	808,793
Other receivable	529,000	-	529,000
Accrued interest receivable	240	-	240
Due from other funds	3,981,822	-	3,981,822
Total current assets	12,350,937	3,370,501	15,721,438
Non-current assets:			
Lease receivable	1,895,906	5,759,860	7,655,766
Net pension asset	1,337,276	-	1,337,276
Investments	-	1,116,476	1,116,476
Investment in joint venture	4,755,780	-	4,755,780
Capital assets:			
Land, construction in progress, and water rights	170,058	376,550	546,608
Other capital assets, net of accumulated depreciation	24,417,737	3,827,062	28,244,799
Total non-current assets	32,576,757	11,079,948	43,656,705
Total assets	44,927,694	14,450,449	59,378,143
DEFERRED OUTFLOW OF RESOURCES			
Deferred amounts related to pensions	221,399	-	221,399
Deferred amounts related to OPEB	261,393	-	261,393
Total deferred outflows of resources	482,792	-	482,792
LIABILITIES			
Current liabilities:			
Accounts payable and accrued liabilities	509,836	-	509,836
Wages payable	40,627	-	40,627
Due to other governments	92,085	-	92,085
Accrued interest payable	71,547	-	71,547
Accrued compensated absences	16,752	-	16,752
Refundable deposits	64,056	-	64,056
Notes payable	1,591,816	-	1,591,816
Total current liabilities	2,386,719	-	2,386,719
Non-current liabilities:			
Accrued compensated absences	150,762	-	150,762
Total OPEB liability	428,411	-	428,411
Refundable deposits	577,080	-	577,080
Notes payable, net	6,810,502	-	6,810,502
Total non-current liabilities	7,966,755	-	7,966,755
Total liabilities	10,353,474	-	10,353,474
DEFERRED INFLOW OF RESOURCES			
Deferred amounts related to pensions	1,430,169	-	1,430,169
Deferred amounts related to OPEB	106,248	-	106,248
Deferred amounts related to leases	1,877,389	7,280,536	9,157,925
Total deferred inflows of resources	3,413,806	7,280,536	10,694,342
NET POSITION			
Net investment in capital assets	16,610,811	4,203,672	20,814,483
Restricted for debt service	643,727	-	643,727
Restricted for other purposes	3,730,386	-	3,730,386
Unrestricted	10,658,282	2,966,241	13,624,523
Total net position	$ 31,643,206	$ 7,169,913	$ 38,813,119

See accompanying notes to the basic financial statements.

Proprietary Funds Statement of Changes in Net Position - Year Ended June 30, 2022

	Enterprise Funds		
	Bethany Public Works Authority	Bethany Hospital Trust	Total
REVENUES			
Charges for services	$ 9,981,777	$ 216,000	$ 10,197,777
Total operating revenues	9,981,777	216,000	10,197,777
OPERATING EXPENSES			
Personal services	1,559,295	-	1,559,295
Materials and supplies	754,291	-	754,291
Other services and charges	2,596,770	-	2,596,770
Depreciation expense	1,302,865	272,663	1,575,528
Total operating expenses	6,213,221	272,663	6,485,884
Operating income (loss)	3,768,556	(56,663)	3,711,893
NON-OPERATING REVENUES (EXPENSES)			
Investment income	165,951	89,594	255,545
Miscellaneous	144,005	-	144,005
Interest expense and fiscal charges	(257,872)	-	(257,872)
Total non-operating revenue (expenses)	52,084	89,594	141,678
Income before contrbutions and transfers	3,820,640	32,931	3,853,571
Contributed capital from governmental activities	542,168	-	542,168
Transfers in	9,492,690	-	9,492,690
Transfers out	(12,142,565)	-	(12,142,565)
Change in net position	1,712,933	32,931	1,745,864
Total net position - beginning	29,930,273	7,136,982	37,067,255
Total net position - ending	$ 31,643,206	$ 7,169,913	$ 38,813,119

See accompanying notes to the basic financial statements.

Proprietary Funds Statement of Cash Flows - Year Ended June 30, 2022

	Enterprise Funds		
	Bethany Public Works Authority	Bethany Hospital Trust	Total
CASH FLOWS FROM OPERATING ACTIVITIES			
Receipts from customers	$ 9,559,656	$ -	$ 9,559,656
Payments to suppliers	(3,097,519)	-	(3,097,519)
Payments to employees	(1,736,065)	-	(1,736,065)
Receipts from other funds	325,846	-	325,846
Receipts of customer meter deposits	257,501	-	257,501
Refunds of customer meter deposits	(180,781)	-	(180,781)
Net cash provided by operating activities	5,128,638	-	5,128,638
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES			
Transfers from other funds	9,492,690	-	9,492,690
Transfers to other funds	(12,142,565)	-	(12,142,565)
Net cash provided by (used in) noncapital financing activities	(2,649,875)	-	(2,649,875)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES			
Capital assets purchased	(281,802)	-	(281,802)
Principal paid on debt	(1,148,589)	-	(1,148,589)
Interest and fiscal agent fees paid on debt	(260,147)	-	(260,147)
Net cash provided by (used in) capital and related financing activities	(1,690,538)	-	(1,690,538)
CASH FLOWS FROM INVESTING ACTIVITIES			
Sale (purchase) of investments	(1,460)	130,991	129,531
Interest and dividends	52,735	89,594	142,329
Net cash provided by investing activities	51,275	220,585	271,860
Net increase in cash and cash equivalents	839,500	220,585	1,060,085
Balances - beginning of year	5,178,590	2,389,659	7,568,249
Balances - end of year	$ 6,018,090	$ 2,610,244	$ 8,628,334
Reconciliation to Statement of Net Position:			
Cash and cash equivalents	$ 4,233,967	$ 2,610,244	$ 6,844,211
Restricted cash and cash equivalents - current	1,784,123	-	1,784,123
Total cash and cash equivalents, end of year	$ 6,018,090	$ 2,610,244	$ 8,628,334
Reconciliation of operating income (loss) to net cash provided by operating activities:			
Operating income (loss)	$ 3,768,556	$ (56,663)	$ 3,711,893
Adjustments to reconcile operating income (loss) to net cash provided by operating activities:			
Depreciation expense	1,302,865	272,663	1,575,528
Other nonoperating revenue	144,005	-	144,005
Change in assets, liabilities, and deferrals:			
Receivables, net	(547,171)	-	(547,171)
Other receivable	(438)	-	(438)
Lease receivable	(1,895,906)	(5,759,860)	(7,655,766)
Due from other funds	233,761	-	233,761
Net pension asset	(1,337,276)		(1,337,276)
Deferred outflows related to pension	380,887	-	380,887
Deferred outflows related to OPEB	18,045	-	18,045
Accounts payable	253,542	-	253,542
Deferred inflows related to leases	1,877,389	5,543,860	7,421,249
Due to other governments	92,085	-	92,085
Due to employees	7,758	-	7,758
Refundable deposits	76,720	-	76,720
Total OPEB liability	(4,351)	-	(4,351)
Net pension liability	(495,176)	-	(495,176)
Accrued compensated absences	3,753	-	3,753
Deferred inflows related to pension	1,210,938	-	1,210,938
Deferred inflows related to OPEB	38,652	-	38,652
Net cash provided by operating activities	$ 5,128,638	$ -	$ 5,128,638
Noncash activities:			
Assets contributed by others	542,168	-	542,168
	$ 542,168	$ -	$ 542,168

See accompanying notes to the basic financial statements.

FOOTNOTES TO BASIC FINANCIAL STATEMENTS

Footnotes to the Basic Financial Statements:

1. Financial Reporting Entity

In determining the financial reporting entity, the City uses the integrated approach as prescribed by Governmental Accounting Standards Board Statements No. 14 "The Financial Reporting Entity", and Statement No. 61, "*The Financial Reporting Entity: Omnibus*", and includes all component units for which the City is financially accountable/fiscally responsible. The City's financial reporting entity primary government presentation includes the City of Bethany and the certain component units as follows:

The City of Bethany – that operates the public safety, health and welfare, streets and highways, culture and recreation, and administrative activities.

The City of Bethany is an incorporated municipality with a population of approximately 19,400 located in central Oklahoma. The City operates under a council-manager form of government with a charter that provides for three branches of government:

- Legislative – the governing body includes an elected five-member City Council and Mayor
- Executive – the City Manager is the Chief Executive Officer and is appointed by the City Council
- Judicial – the Municipal Judge is a practicing attorney appointed by the City Council

Blended Component Units (separate legal entities for which the City Council is fiscally responsible, and for which the City Council members serve as the trustees/governing body of the entity)**:**

Bethany Public Works Authority (BPWA) – public trust created pursuant to 60 O.S. § 176 that operates the water and sanitation services for the residents. In addition, the trust collects wastewater service charges and remits collections to the Bethany/Warr Acres Public Works Authority which operates the wastewater system. The City Council serves as the governing body.

Bethany Economic Development Authority (BEDA) – public trust created pursuant to 60 O.S. § 176 to promote economic development within the City. The City Council appoints the governing body.

Bethany Development Authority (BDA) – public trust created pursuant to 60 O.S. § 176 to promote economic development within the City. The City Council serves as five of the nine trustees with the remaining trustees appointed by the Chamber and approved by the City Council.

Bethany Hospital Trust (BHT) – is a public trust created to provide health care and health care financing services to the community and surrounding area. The City Council serves as the governing body.

Each of these component units listed above are Public Trusts established pursuant to Title 60 of Oklahoma State Law. Public Trusts (Authorities) have no taxing power. The Authorities are generally created to finance City services through the issuance of revenue bonds and/or other non-general obligation debt and to enable the City Council to delegate certain functions to the governing body (Trustees) of the Authority. In accordance with state law, the City Council must approve, by two-thirds vote, all debt obligations of these public trusts prior to incurring the obligation. The Authorities generally retain title to assets which

are acquired or constructed with Authority debt or other Authority generated resources. In addition, the City has leased certain existing assets at the creation for the Authorities to the Trustees on a long-term basis. The City, as beneficiary of the Public Trusts, receives title to any residual assets when a Public Trust is dissolved.

Participation in Joint Venture

The City participates (with equity interest) in the general operations portion of the Bethany-Warr Acres Public Works Authority. The City maintains approximately 63% equity interest in the Bethany-Warr Acres Public Works Authority.

The Bethany Public Works Authority has entered into an operation and maintenance contract with the Bethany-Warr Acres Public Works Authority for the provision of sewer services for the residents of the City. The contract requires that the Warr Acres Public Works Authority and the Bethany Public Works Authority remit all sewer billings on or before the fifteenth day of each month to the Bethany-Warr Acres Public Works Authority.

The Bethany-Warr Acres Public Works Authority is also permitted to transfer any surplus receipts, after the payment of operating and maintenance cost, current principal and interest on indebtedness, and capital improvements, back to the cities of Bethany and Warr Acres. These distributions are made in proportion to the total revenues billed within the corporate limits of each said municipality, relative to the total revenues collected.

The Bethany-Warr Acres Public Works Authority is jointly governed by the two governments. The governments do not exercise specific control over the budgeting and financing of the Authority's activities, and do not have a specified equity interest in the joint venture. For the year ended June 30, 2022, $1,185,673 was remitted to the Bethany-Warr Acres Public Works Authority by the Bethany Public Works Authority.

For the year ended June 30, 2022, the "investment in joint venture" balance changed as follows:

Beginning investment in joint venture*	$4,804,958
Current year contributions	113,216
Ending investment in joint venture	$4,918,174

*Beginning investment in joint venture has been restated due to a change in the Authority's financial reporting framework.

The following summary is segment information from the Bethany-Warr Acres Public Works Authority's most recently issued annual audited financial report, which was for the period ended June 30, 2022:

Total Assets	$7,844.804
Total Liabilities	$6,742
Total Net Position	$7,838,062
Total Revenues	$2,065,589
Total Expenses	$1,423,950
Increase in Net Position	$641,639

In addition, at June 30, 2022, the Bethany-Warr Acres Public Works Authority had no debt outstanding. Separate financial statements for the fiscal year ended June 30, 2022, are available from the Finance Department, P.O. Box 219, Bethany, OK 73008-0219.

2. Basis of Presentation and Accounting

This annual report is presented in a format that substantially meets the presentation requirements of the Governmental Accounting Standards Board (GASB) in accordance with generally accepted accounting principles. The presentation includes financial statements that communicate the City's financial condition and changes therein at two distinct levels:

- **The City as a Whole** (a government-wide presentation)
- **The City's Funds** (a presentation of the City's major and aggregate non-major funds)

Government-Wide Financial Statements:

In the Statement of Net Position and the Statement of Activities, we divide the City into two kinds of activities:

Governmental activities - Most of the City's basic services are reported here, including the police, fire, general administration, streets, parks and recreation. Sales taxes, franchise fees, fines, and state and federal grants finance most of these activities.

Business-type activities – Services where the City charges a fee to customers to help cover all or most of the cost of these services. The City's water, wastewater, and sanitation systems activities are reported here, along with certain hospital activities.

The Statements of Net Position and Activities are reported on the accrual basis of accounting and economic resources measurement focus. Under the accrual basis of accounting, revenues are recognized when earned and expenses (including depreciation and amortization) are recorded when the liability is incurred or economic asset used.

Fund Financial Statements:

Governmental Funds:
Most of the City's basic services are reported in governmental funds, which report their activities using the modified accrual basis of accounting and the current financial resources measurement focus that is different from other funds. Governmental funds highlight the flow of money in and out of funds and the character of balances remaining at year-end that are available for spending. For example, these funds report the acquisition of capital assets and payments for debt principal as expenditures, instead of changes to asset and debt balances. The governmental fund statements provide a detailed short-term view of the City's general government operations and the basic services it provides. Governmental fund information helps determine (through a review of changes to fund balance) whether there are more or fewer financial resources available in the near future to finance the City's programs. The City's governmental funds include:

Major Funds:

- General Fund – accounts for all activities not accounted for in other special-purpose funds. For reporting purposes, the General Fund includes the activities of the Prepaid Inspection Account, Performance Bond Account, the Court Account and the CLEET/OSBI Account. The General Fund's major funding sources are sales tax, franchise fees, hotel/motel tax, and miscellaneous charges for services.

- Federal Grants Fund- is a special revenue fund that accounts for proceeds and expenditures related to grants from the Federal Government.

Aggregated Non-Major Funds (reported as Other Governmental Funds):

- Special Revenue Funds include the Public Safety Fund, E911 Fund, CDBG Fund, Juvenile Fund, Cemetery Fund, Bethany Economic Development Authority, and the Bethany Development Authority.

- Debt Service Funds – accounts for ad-valorem taxes levied by the City for use in retiring court-assessed judgments, general obligation bonds, and their related interest expenses.

- Capital Project Funds:
  - Capital Improvement Fund accounts for sales tax restricted for city capital improvements.
  - Street/Park CIP Fund accounts for revenues restricted for street and park improvements.
  - Library GO Fund – accounts for a general obligation bond proceeds legally restricted for the construction of a library and park.

The governmental funds are reported on the modified accrual basis of accounting. On the modified accrual basis of accounting, revenues are recorded when earned, measurable and available to pay current financial obligations, while expenditures are recorded when incurred and normally due and payable from current financial resources. The City defines revenue availability as collected within 60 days of period end.

The reconciliation of the governmental funds financial statements to the governmental activities presentation in the government-wide financial statements is the result of the use of the accrual basis of accounting and economic resources measurement focus at the government-wide level.

Proprietary Funds:

When the City charges customers for the services it provides, these activities are generally reported in proprietary funds. Proprietary funds include enterprise funds and internal service funds. Enterprise funds are used to account for business-like activities provided to the general public. Proprietary funds are reported on the accrual basis of accounting and economic resources measurement focus. For example, proprietary fund capital assets are capitalized and depreciated, and principal payments on long-term debt are recorded as a reduction to the liability.

The City's proprietary funds include the following:

Enterprise Funds

Major Funds:

- Bethany Public Works Authority (BPWA) that accounts for the activities of the public trust in providing water, wastewater, and sanitation/solid waste services to the public.
- Bethany Hospital Trust (BHT) account for transactions related to the Bethany Hospital building and related improvements, contracting, debt and other matters that require a commitment for more than one year.

3. Cash and Cash Equivalents, Deposits and Investments

Cash and cash equivalents include all demand and savings accounts, certificates of deposit or short-term investments with an original maturity of three months or less, and money market investments. Trust account investments in open-ended mutual fund shares are also considered cash equivalents.

Investments consist of long-term certificates of deposit and government money market funds. Certificates of deposit are reported at cost.

Deposits and Investments Risks

The City of Bethany primary government and component units are governed by the deposit and investment limitations of state law and trust indentures. The deposits and investments held at June 30, 2022 by these entities are as follows:

			Maturities in Years	
Type	Fair Value	Credit Rating	On Demand	Less Than One
Demand deposits	$ 18,751,382	N/A	$ 18,751,382	$ -
Cash on hand	1,723	N/A	1,723	-
Time deposits	1,369,087	N/A	-	1,369,087
Money Market Funds	3,646,674	Not rated	3,646,674	-
Sub-Total	$ 23,768,866		$ 22,399,779	$ 1,369,087
Annuity	1,116,476			
Deposits with insurance pool	31,886			
Total Deposits and Investments	$ 24,917,228			
Reconciliation to Financial Statements:				
Cash and cash equivalents	$ 19,127,979			
Investments	2,888,650			
Cash and cash equivalents, restricted	1,784,123			
Investments, restricted	1,116,476			
	$ 24,917,228			

GASB Statement No. 72, *Fair Value Measurement and Application*, established a hierarchy based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. The City has the following recurring fair value measurements as of June 30, 2022:

• Money Market Mutual Funds of $3,646,674 were valued using quoted market prices (Level 1 inputs).

Annuity – the BHT has an annuity through Allstate related to a settlement over a contract dispute of the Bethany hospital building. The annuity is payable in increments of $200,000 annually through September 2028. The annuity is recorded at its net present value using a discount rate of 6%.

Custodial Credit Risk – Exposure to custodial credit risk related to deposits exists when the City holds deposits that are uninsured and uncollateralized; collateralized with securities held by the pledging financial

institution, or by its trust department or agent but not in the City's name; or collateralized without a written or approved collateral agreement. Exposure to custodial credit risk related to investments exists when the City holds investments that are uninsured and unregistered, with securities held by the counterparty or by its trust department or agent but not in the City's name.

The City's policy as it relates to custodial credit risk is to secure its uninsured deposits with collateral, valued at no more than market value, at least at a level of 100% of the uninsured deposits and accrued interest thereon. The City's policy limits acceptable collateral to U.S. Treasury securities, federally insured obligations, or direct debt obligations of municipalities, counties, and school districts in Oklahoma.

Also, as required by Federal 12 U.S.C.A., Section 1823(e), all financial institutions pledging collateral to the City must have a written collateral agreement approved by the board of directors or loan committee.

At June 30, 2022, the City was exposed to custodial credit risk at one financial institution by $1,344.

Investment Credit Risk – The City's limits investments, to the following as allowed by state statute:

a. Obligations of the U. S. Government, its agencies and instrumentalities;
b. Collateralized or insured non-negotiable certificates of deposit or other evidences of deposit that are either insured or secured with acceptable collateral with an in-state financial institution, and fully insured deposits in out-of-state institutions;
c. Insured or fully collateralized negotiable certificates of deposit;
d. Repurchase agreements that have underlying collateral consisting of those items specified in paragraph a above; and
e. Money market funds regulated by the SEC and in which investments consist of the investments mentioned in the previous paragraph a.

Investment credit risk is the risk that an issuer or other counterpart to an investment will not fulfill its obligations. The City has no formal policy limiting investments based on credit rating, but discloses any such credit risk associated with their investments by reporting the credit quality ratings of investments in debt securities as determined by nationally recognized statistical rating organizations—rating agencies—as of the year end. Unless there is information to the contrary, obligations of the U.S. government or obligations explicitly guaranteed by the U.S. government are not considered to have credit risk and do not require disclosure of credit quality.

Investment Interest Rate Risk – Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The City discloses its exposure to interest rate risk by disclosing the maturity dates of its various investments by date range.

As noted in the schedule of deposits and investments above, at June 30, 2022, the investments held by the City mature between 2022 through 2023.

Concentration of Investment Credit Risk - Exposure to concentration of credit risk is considered to exist when investments in any one issuer represent a significant percent of total investments of the City (any over 5% are disclosed).

Restricted Cash and Investments

The amounts reported as restricted assets of the Enterprise Funds on the Statement of Net Position are comprised of amounts held by the BPWA Enterprise Fund in accounts for the revenue bonds/notes and other accounts with restricted uses and certain investments of the Bethany Hospital Trust Authority The restricted assets as of June 30, 2022 are as follows:

Cash and cash equivalents:	
Restricted for Refundable deposits	$ 643,653
Restricted for Construction	425,196
Restricted for Debt Service	715,274
	$ 1,784,123
Investments:	
Hospital Trust Annuity	$ 1,116,476
	$ 1,116,476

4. Receivables

Material receivables in governmental funds and the governmental activities include revenue accruals such as court fines and taxes. Non-exchange transactions collectible, but not available are deferred in the fund financial statements. Allowances for uncollectible accounts receivable are based upon historical trends and the periodic aging of accounts receivable.

Proprietary funds and business-type activities consist of revenues earned at year-end and not yet received. Billed and unbilled utility accounts receivable comprise the majority of these receivables. Allowances for uncollectible accounts receivable are based upon historical trends and the periodic aging of accounts receivable. The accounts receivable at June 30, 2022 are as follows:

	Accounts Receivable	Less: Allowance for Uncollectible Accounts	Net Accounts Receivable
Governmental Activities:			
Taxes	$ 1,041,968	$ -	$ 1,041,968
Due from other governments	1,340,631	-	1,340,631
Court fines	7,566,523	(6,809,872)	756,651
Other	47,422	(5,608)	41,814
Total Governmental Activities	$ 9,996,544	$ (6,815,480)	$ 3,181,064
Reconciliation to Statement of Net Position:			
Accounts receivable, net			$ 793,609
Due from other governmental agencies			2,382,599
Other receivable			4,856
Total			$ 3,181,064
Business-Type Activities:			
Utilities	$ 922,927	$ (113,894)	$ 809,033

Leases:

The City is a party as lessor for various non-cancellable long-term leases of land, buildings, and infrastructure. The corresponding lease receivables are recorded in an amount equal to the present value of the expected future minimum lease payments received, discounted by an applicable interest rate. The City generally uses an estimate based on municipal bond rate yield curves as the discount rate for leases unless the rate that is charged is disclosed.

Lease-related amounts are recognized at the inception of leases in which the City is the lessor and are recorded in an amount equal to the corresponding lease receivable plus certain additional amounts received from the lessee at or before the commencement of the lease term that relate to future periods, less any lease incentives. The total amount of inflows of resources, including lease revenue and interest revenue recognized during the fiscal year was $144,287.

Some leases require variable payments based on future performance of the lessee or usage of the underlying asset and are not included in the measurement of the lease receivable. Those variable payments are recognized as inflows of resources in the periods in which the payments are received. During the year ended June 30, 2022, the City received variable payments as required by lease agreements totaling $250.

During fiscal year 2015, the Bethany Hospital Trust leased the Bethany hospital building to an outside party. The lease calls for monthly lease payments of $18,000 through 2026 and $20,000 monthly through 2029. In order for the lessee to make substantial infrastructure improvements to the building, the lease agreement called for the abatement of rents up to $2,000,000 for these improvements. In addition, after the initial improvements, any further improvements would be split 50/50 with the BHT and the cost would be abated. To date, $3,777,352 of improvements have been made to the facility. During fiscal year 2022, $216,000 of costs were recognized as revenue. At June 30, 2022, $1,520,676 of costs are recognized as deferred inflows. With the implementation of GASB 87, the treatment of the deferred revenue related to hospital improvements remains the same. The remaining present value of expected lease payments to be received are recorded as a lease receivable.

5. Capital Assets and Depreciation

Capital Assets:

For the primary government and component units, capital assets are reported at actual or estimated historical cost, net of accumulated depreciation where applicable. Donated capital assets are reported at their fair value at date of donation. Estimated historical cost was used to value the majority of the capital assets acquired prior to June 30, 1992. The capitalization threshold is capital assets with a cost of $500 or more.

For the year ended June 30, 2022, capital assets balances changed as follows:

	Balance at July 1, 2021	Additions	Deductions	Balance at June 30, 2022
PRIMARY GOVERNMENT:				
Governmental activities:				
Capital assets not being depreciated:				
Land	$ 1,692,059	$ -	$ -	$ 1,692,059
Construction in progress	106,652	292,126	386,092	12,686
Total capital assets not being depreciated	1,798,711	292,126	386,092	1,704,745
Other capital assets:				
Buildings	10,319,180	550,928	-	10,870,108
Machinery, furniture and equipment	6,930,271	273,561	-	7,203,832
Infrastructure	13,508,955	-	-	13,508,955
Total other capital assets at historical cost	30,758,406	824,489	-	31,582,895
Less accumulated depreciation for:				
Buildings	3,252,127	446,192	-	3,698,319
Machinery, furniture and equipment	5,850,876	276,507		6,127,383
Infrastructure	11,893,609	110,854	-	12,004,463
Total accumulated depreciation	20,996,612	833,553	-	21,830,165
Other capital assets, net	9,761,794	(9,064)	-	9,752,730
Governmental activities capital assets, net	$ 11,560,505	$ 283,062	$ 386,092	$ 11,457,475

	Balance at July 1, 2021	Additions	Deductions	Balance at June 30, 2022
Business-type activities:				
Capital assets not being depreciated:				
Land	$ 486,609	$ -	$ -	$ 486,609
Construction in progress	196,514	188,656	325,171	59,999
Total capital assets not being depreciated	683,122	188,656	325,171	546,608
Other capital assets:				
Buildings and utility infrastructure	13,465,289	-	-	13,465,289
Machinery, furniture and equipment	3,683,489	293,854	-	3,977,343
Infrastructure	41,216,354	666,628	-	41,882,982
Total other capital assets at historical cost	58,365,132	960,482	-	59,325,614
Less accumulated depreciation for:				
Buildings and utility infrastructure	7,853,980	324,501	-	8,178,481
Machinery, furniture and equipment	2,290,151	199,266		2,489,417
Infrastructure	19,361,156	1,051,761	-	20,412,917
Total accumulated depreciation	29,505,287	1,575,528	-	31,080,815
Other capital assets, net	28,859,845	(615,046)	-	28,244,799
Business-type activities capital assets, net	$ 29,542,967	$ (426,390)	$ 325,171	$ 28,791,407

Depreciation:

Depreciable capital assets are depreciated on a straight-line basis over their useful lives. The range of estimated lives by type of assets is as follows:

- Buildings 40-50 years
- Improvements other than buildings 10-25 years
- Utility property and improvements 10-50 years
- Infrastructure 25-50 years
- Machinery, furniture, and equipment 3–20 years

Depreciation of capital assets is included in total expenses and is charged or allocated to the activities primarily benefiting from the use of the specific asset. For the year ended June 30, 2022 depreciation expense has been allocated as follows:

Governmental Activities:	
General Government	$ 168,188
Public Safety	174,493
Streets	39,616
Culture and Recreation	450,191
Community Development	1,065
Total	$ 833,553
Business-Type Activities:	
Hospital	$ 272,663
Water	577,868
Wastewater	561,057
Sanitation	163,940
Total	$ 1,575,528

6. Internal and Interfund Balances and Transfers

Internal and Interfund Balances:

The City's policy is to eliminate interfund receivables and payables between funds in the Statement of Net Position to ensure the fair presentation of account balances. Only residual balances due between governmental and business-type activities are reported as internal balances and then offset in the total column. The internal balances at June 30, 2022 are as follows:

Receivable Fund	Payable Fund	Amount	Nature of Interfund Balance
Public Safety	General Fund	$ 9,255	Posting correction
Debt Service Fund	General Fund	4,265	Posting correction
Juvenile Fund	General Fund	3,291	Posting correction
BPWA	General Fund	3,981,822	Posting correction and to correct negative cash and related interfund activi
Total		$ 3,998,633	

Reconciliation to Fund Financial Statements:	Due From Other Funds	Due To Other Funds	Net Internal Balances
Governmental Funds	$ 16,811	$ 3,998,633	$ (3,981,822)
Proprietary Funds	3,981,822	-	3,981,822
Total	$ 3,998,633	$ 3,998,633	$ -

Internal and Interfund Transfers:

The City's policy is to eliminate interfund transfers between funds in the Statement of Activities to ensure the fair presentation of account balances. Only the residual balances transferred between governmental and business-type activities are reported as internal transfers and then offset in the total column. Internal activities between funds and activities for the year ended June 30, 2022 were as follows:

Transfer In	Transfer Out	Amount	Nature of Interfund Transfer
General Fund	BPWA	$ 8,362,179	Operating subsidy / return of pledged sales tax
General Fund	Public Safety	317,000	Operating subsidy
General Fund	BEDA	2,000	To correct posting
BEDA	General Fund	75,000	Operating subsidy
BPWA	Capital Improvement Fund	50,000	Operating subsidy
BPWA	Capital Improvement Fund	3,730,386	Sales tax operating transfer
BPWA	General Fund	5,762,429	Pledged sales tax
		$ 18,298,994	

Reconciliation to fund financial statements:	Transfers to Other Funds	Transfers from Other Funds	Net Transfers
Governmental Funds	$ (6,156,429)	$ 8,806,304	$ 2,649,875
Enterprise Funds	(12,142,565)	9,492,690	(2,649,875)
Totals	$ (18,298,994)	$ 18,298,994	$ -

Reconciliation to Statement of Activities:	
Net Transfers	
Transfer of capital assets	(2,649,875)
Transfer of assets from Governmental Activities to Business Type Activities	542,168
Transfers - Internal Activity	$ (2,107,707)

7. Long-Term Debt

The City's long term debt consists of revenue bonds and notes and accrued compensated absences. For the year ended June 30, 2022, the City's long-term debt balances changed as follows:

Primary Government:

Type of Debt	Balance July 1, 2021	Additions	Deductions	Balance June 30, 2022	Due Within One Year
Governmental Activities:					
General Obligation Bonds	$ 6,460,000	$ -	$ 430,000	$ 6,030,000	$ 430,000
General Obligation Bond Premium	135,548	-	9,087	126,461	-
Accrued Compensated Absences	750,175	-	9,316	740,859	74,087
Total Governmental Activities	$ 7,345,723	$ -	$ 448,403	$ 6,897,320	$ 504,087
Plus: Total OPEB liability				1,277,150	-
Net pension liability				3,206,901	-
				$ 11,381,371	$ 504,087
Reconcilation to Statement of Net Position:					
Due within one year				$ 504,087	
Due in more than one year				10,877,284	
				$ 11,381,371	

Type of Debt	Balance July 1, 2021	Additions	Deductions	Balance June 30, 2022	Due Within One Year
Business-Type Activities:					
Notes Payable - Direct borrowings	$ 8,760,907	$ -	$ 758,589	$ 8,002,318	$ 1,191,816
Revenue Bonds	790,000	-	390,000	400,000	400,000
Accrued Compensated Absences	163,761	3,753	-	167,514	16,752
Total Business-Type Activities	$ 9,714,668	$ 3,753	$ 1,148,589	$ 8,569,832	$ 1,608,568
Plus: Total OPEB liability				428,411	-
Refundable deposits				641,136	64,056
				$ 9,639,379	$ 1,672,624
Reconcilation to Statement of Net Position:					
Due within one year				$ 1,672,624	
Due in more than one year				7,966,755	
				$ 9,639,379	

Governmental activities long-term debt payable from property tax levies or other governmental revenues includes the following:

General Obligation Bond Payable –

2016 General Obligation Bond for $8,180,000 with interest from 2.00% to 2.75%
Debt service payments are due semi-annually through June 2036. Proceeds were used to construct, equip, and furnish the Bethany Library. Bonds are secured with ad valorem taxes. $6,030,000

Business-type activities long-term debt payable from net revenues generated by water and wastewater revenue and taxes pledged to the City's business-type activities include the following:

Revenue Bond Payable –

2012 Refunding Revenue Bond for $3,585,000 with interest from 1.00% to 3.40%
Debt service payments are due semi-annually through July 2022. Bonds are secured with net revenues of the Public Works Authority and pledged sales tax. $400,000

Notes Payable (direct borrowings) –

Oklahoma Water Resources Board:
Series 2008 CWSRF Note for $5,140,000 with interest at 3.1%;
Debt service payments are due semi-annually through March 2029. Note is secured by the revenues of the Bethany Public Works Authority and pledged sales tax. Proceeds used for capital improvements related to water. In the event of default on the OWRB loan, the lender may: 1) file suit for specific performance of covenants contained in the agreement; 2) accelerate maturity; 3) gain control of operations through temporary trustees; or 4) file suit to enforce or enjoin action in action of parties under provisions of the indenture; security agreement or lease agreement. $2,117,318

Series 2013 Sales Tax and Utility System Revenue Note for $9,665,000 with interest rate of 2.86%. Debt service payments are due semi-annually through April 2028. Secured by revenue of the Public Works Authority and pledged sales tax. In the event of default on the loan, the lender may: 1) file suit for specific performance of covenants contained in the agreement; 2) accelerate maturity; 3) gain control of operations through temporary trustees; or 4) file suit to enforce or enjoin action in action of parties under provisions of the indenture; security agreement or lease agreement.	$5,885,000
Total Notes Payable (direct borrowings)	$8,002,318

Long-term debt service requirements to maturity are as follows:

Governmental-Type Activities

Year Ending June 30,	General Obligation Bonds Payable Principal	Interest
2023	$ 430,000	$ 142,175
2024	430,000	133,575
2025	430,000	124,975
2026	430,000	116,375
2027	430,000	107,775
2028-2032	2,150,000	365,800
2033-2036	1,730,000	116,125
Total	$ 6,030,000	$ 1,106,800

Business-Type Activities

Year Ending June 30,	Notes Payable - Direct Borrowings Principal	Interest	Revenue Bonds Payable Principal	Interest
2023	1,191,816	215,156	$ 400,000	$ 6,800
2024	1,225,146	180,581	-	-
2025	1,264,056	144,691	-	-
2026	1,303,090	107,794	-	-
2027	1,345,042	67,121	-	-
2028-2029	1,673,168	26,355	-	-
Total	$ 8,002,318	$ 741,698	$ 400,000	$ 6,800

Pledge of Future Revenues

Utility Net Revenues and Sales Tax Pledge - The City and Public Works Authority have pledged water of the water and wastewater systems and 3.00 cents sales tax to repay the OWRB Series 2008, promissory notes payable, the 2012 Refunding Bond, and the 2013 Sales Tax and Utility Revenue Bond. Proceeds from the notes provided financing for capital assets. The notes are payable from net utility revenues and are payable through 2029, 2023, and 2028. The 3.00 cents sales tax is pledged to pay the debt service on the bonds and the three cents is sent back to the general fund if not needed for debt service. The total principal and interest payable for the remainder of the life of these notes is $9,150,816. Net water revenues and sales tax received in the current year were $7,527,637. Debt service payments of $1,397,122 for the current fiscal year were 18.56% of pledged net utility revenues and sales tax.

8. Net Position and Fund Balances

Government-wide net position is displayed in three components:

a. *Net investment in capital assets* - Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvements of those assets.

b. *Restricted net position* - Consists of net position with constraints placed on the use either by 1) external groups such as creditors, grantors, contributors, or laws and regulations of other governments, or 2) law through constitutional provisions or enabling legislation.

c. *Unrestricted net position* - All other net position that does not meet the definition of "restricted" or "net investment in capital assets."

It is the City's policy to use restricted net position prior to unrestricted net position when an expense is incurred for purposes for which both restricted and unrestricted net position are available.

At June 30, 2022 net position restricted by enabling legislation totaled $4,330,123.

Fund Balance:

Governmental fund equity is classified as fund balance. Fund balance is further classified as nonspendable, restricted, committed, assigned and unassigned. These classifications are defined as:

a. Nonspendable – includes amounts that cannot be spent because they are either (1) not in spendable form or (2) legally or contractually required to be maintained intact.

b. Restricted – consists of fund balance with constraints placed on the use of resources either by (1) external groups such as creditors, grantors, contributors, or laws or regulations of other governments, or (2) laws through constitutional provisions or enabling legislation.

c. Committed – included amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the city's highest level of decision-making authority. The City's highest level of decision-making authority is made by ordinance.

d. Assigned – includes amounts that are constrained by the city's intent to be used for specific purposes but are neither restricted nor committed. Assignments of fund balance may be made by city council action or management decision (city manager) when the city council has delegated that authority. Assignments for revenues in other governmental funds are made through budgetary process.

e. Unassigned – represents fund balance that has not been assigned to other funds and has not been restricted, committed, or assigned to specific purposes within the General Fund.

The City's policy for the use of fund balance amounts require that committed amounts would be reduced first followed by assigned amounts and then unassigned amounts when expenditures are incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

The following table shows the fund balance classifications as shown on the Governmental Funds Balance Sheet:

	General Fund	Other Governmental Funds	Total
Fund Balance:			
Restricted For:			
Police operations	$ -	$ 434,386	$ 434,386
General obligation debt service	-	1,357,097	1,357,097
Capital improvements	-	476,994	476,994
Emergency Services	311,741	-	311,741
Stormwater management	1,145,094	-	1,145,094
Economic development	-	446,532	446,532
Cemetery improvements	-	90,540	90,540
Sub-total restricted	1,456,835	2,805,549	4,262,384
Assigned for:			
Capital improvements	-	48,331	48,331
Supplement next year's budget	5,500	-	5,500
Sub-total assigned	5,500	48,331	53,831
Unassigned (deficit):	3,975,846	(4,495)	3,971,351
TOTAL FUND BALANCE	$ 5,438,181	$ 2,849,385	$ 8,287,566

9. Revenues

Program Revenues:

Program revenues within the statement of activities that are derived directly from each activity or from parties outside of the City's taxpayers are reported as program revenues. The City has the following program revenues in each activity:

- Public Safety – Fire, Police, Emergency Management, E911 fees and operating capital grants
- Public Works and Streets – commercial vehicle and gasoline excise tax shared by the State and stormwater compliance fees
- Culture and recreation –pool fees, library fees, recreation fees operating and capital grants
- General Government – fines and forfeitures, cemetery revenue, animal shelter, and operating grants
- Community Development – license and permits
- Economic Development – operating grants

All other governmental revenues are reported as general. All taxes are classified as general revenue even if restricted for a specific purpose.

Sales Tax Revenue:

Sales tax revenue represents a 4.00 cents tax on each dollar of taxable sales of which is collected by the Oklahoma Tax Commission and remitted to the City. The sales tax is deposited 3.30 cents in the general fund and 0.70 cents in the Capital Improvement Fund. The entire sales tax initially reported in the General Fund is then transferred to the BPWA per the bond indenture pledge then transferred back to the general fund. The 0.70 cents are legally restricted for capital improvement purposes by a vote of the citizens.

Property Tax Revenue:

In accordance with state law, a municipality may only levy a property tax to retire general obligation debt approved by the voters and to pay judgments rendered against the City. The City's property taxes are billed and collected by the County and remitted to the City. Property taxes levied by the City are billed and collected by the County Treasurer's Office and remitted to the City in the month following collection. Property taxes are levied normally in October and are due in equal installments on December 31 and March 31. Property taxes unpaid for the fiscal year are attached by an enforceable lien on property in the following October. For the year ended June 30, 2022, the City's net assessed valuation of taxable property was $112,576,234. The taxes levied by the City per $1,000 of net assessed valuation for the year ended June 30, 2022 was $4.57.

10. Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to, or destruction of assets; errors and omissions; injuries to employees; employee health and life; and natural disasters. The City manages these various risks of loss as follows:

- General Liability – Covered through purchased insurance
- Physical Property – Covered through purchased insurance.
- Workers' Compensation – covered through purchased commercial insurance.
- Employee's Group Medical –Covered through purchased commercial insurance
- Unemployment – covered through purchased commercial insurance.

Management believes the insurance coverage listed above is sufficient to preclude any significant uninsured losses to the City. Settled claims have not exceeded this insurance coverage in any of the past two fiscal years.

11. Retirement Plan Participation

The City of Bethany participates in three defined benefit pension plans, a City Manager defined contribution plan, and an IRS 457 deferred compensation plan:

- Oklahoma Municipal Retirement Plan (OkMRF) – agent multi-employer
- Oklahoma Police Pension and Retirement System (OPPRS) – a statewide cost-sharing plan
- Oklahoma Fire Pension and Retirement System (OFPRS) – a statewide cost-sharing plan

Summary of Deferred Outflows, Inflows and Net Pension Liability (Asset) by plan:

	Governmental	Business Type	Total
Deferred Outflows:			
Police Pension	$ 328,365	$ -	$ 328,365
Fire Pension	1,626,934	-	1,626,934
OkMRF	350,697	221,399	572,096
Total	$ 2,305,996	$ 221,399	$ 2,527,395
Deferred Inflows:			
Police Pension	$ 1,918,781	$ -	$ 1,918,781
Fire Pension	2,907,441	-	2,907,441
OkMRF	2,584,848	1,430,169	4,015,017
Total	$ 7,411,070	$ 1,430,169	$ 8,841,239
Net Pension Liability:			
Fire Pension	3,206,901	-	3,206,901
Total	$ 3,206,901	$ -	$ 3,206,901
Net Pension Asset:			
Police Pension	$ 2,485,965	$ -	$ 2,485,965
OkMRF	2,449,249	1,337,276	3,786,525
Total	$ 4,935,214	$ 1,337,276	$ 6,272,490
Pension Expense:			
Police Pension	$ (247,041)	$ -	$ (247,041)
Fire Pension	11,593	-	11,593
OkMRF	(329,698)	(180,013)	(509,711)
Total	$ (565,146)	$ (180,013)	$ (745,159)

Oklahoma Municipal Retirement Plan (OkMRF) – Defined Benefit Plan

A. Plan Description

The City contributes to the OkMRF for all eligible employees except for those covered by the Police and Firefighter Pension Systems. The plan is an agent multiple employer - defined benefit plan administered by OkMRF. The OkMRF plan issues a separate financial report and can be obtained from OkMRF or from their website: www.okmrf.org/reports.html. Benefits are established or amended by the City Council in accordance with O.S. Title 11, Section 48-101-102.

B. Summary of Significant Accounting Policies

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the City's plan and additions to/deductions from the City's fiduciary net position have been determined on the same basis as they are reported by OkMRF. For this purpose, benefit payments are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value based on published market prices. Detailed information about the OkMRF plans' fiduciary net position is available in the separately issued OkMRF financial report.

C. Eligibility Factors and Benefit Provisions

Provision	As of 07/01/21 OkMRF Plan
a. Eligible to participate	-Full-time employees except police, firefighters and other employees who are covered under an approved system.
b. Period Required to Vest	-10 years of credited service
c. Eligibility for Distribution	-Normal retirement at age 65 with 10 years of service, split COLA, hybrid -Early retirement at age 55 with 10 years of service -Disability retirement upon disability with 10 years of service -Death benefit with 10 years of service for married employees
d. Benefit Determination Base	-Final average salary - the average of the five highest consecutive annual salaries out of the last 10 calendar years of service
e. Benefit Determination Methods:	
Normal Retirement	-3.0% of final average salary multiplied by credited years of service
Early Retirement	-Actuarially reduced benefit based upon age, final average salary, and years of service at termination
Disability Retirement	-Same as normal retirement
Death Benefit	-50% of employees accrued benefit, but terminates upon spouse re-marriage
Prior to 10 Years Service	-No benefits
f. Benefit Authorization	-Benefits are established and amended by City Council adoption of an ordinance in accordance with O.S. Title, 11, Section 48-101-102
g. Form of Benefit Payments	-Normal form is a 60 months certain and life thereafter basis. Employee may elect, with City consent, option form based on actuarial equivalent.

D. Employees Covered by Benefit Terms

Active Employees	76
Deferred Vested Former Employees	6
Retirees or Retiree Beneficiaries	48
Total	130

E. Contribution Requirements

The City Council has the authority to set and amend contribution rates by ordinance for the OkMRF defined benefit plan in accordance with O.S. Title 11, Section 48-102. The contribution rates for the current fiscal year have been made in accordance with an actuarially determined rate. The actuarially determined rate is 8.84% of covered payroll as of July 1, 2021. For the year ended June 30, 2022, the City recognized $317,426 of employer contributions to the plan which is below the actuarially determined amount by $8,618 based on covered payroll of $3,688,284. Employees contribute 4.60% to the plan in accordance with the plan provisions adopted by the City Council. Employee contributions for fiscal 2022 were $214,634.

F. Actuarial Assumptions

Date of Last Actuarial Valuation	-July 1, 2021
a. Actuarial cost method	-Entry age normal
b. Rate of Return on Investments and Discount Rate	-7.50%
c. Projected Salary Increase	-Varies between 7.50% and 4.50% based on age
d. Post Retirement cost-of-Living Increase	-None
e. Inflation Rate	-2.75%
f. Mortality Table	-PubG-2010 with projected mortality improvement
g. Percent of married employees	-100%
h. Spouse age difference	-3 years (female spouses younger)
i. Turnover	-Select and ultimate rates -Ultimate rates are age-related as shown -Additional rates per thousand are added during the first 5 years: Year 1: 225 Year 2: 140 Year 3: 100 Year 4: 70 Year 5: 40
j. Date of last experience study	-September 2012 for fiscal years 2007 thru 2011

G. **Discount Rate –**

The discount rate used to value benefits was the long-term expected rate of return on plan investments of 7.50% since the plan's net fiduciary position is projected to be sufficient to make projected benefit payments.

The City has adopted a funding method that is designed to fund all benefits payable to participants over the course of their working careers. Any differences between actual and expected experience are funded over a fixed period to ensure all funds necessary to pay benefits have been contributed to the trust before those benefits are payable. Thus, the sufficiency of pension plan assets was made without a separate projection of cash flows.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation (2.75%). Best estimates of arithmetic real rates of return for each major asset class included in the pension plan's target asset allocation as of July 1, 2021 are summarized in the following table:

	Target Allocation	Real Return	Weighted Return
Large cap stocks S&P 500	25%	5.80%	1.45%
Small/mid cap stocks Russell 2500	10%	6.40%	0.64%
Long/short equity MSCI ACWI	10%	5.00%	0.50%
International stocks MSCI EAFE	20%	6.20%	1.24%
Fixed income bonds Barclay's Capital Aggregate	30%	2.30%	0.69%
Real estate NCREIF	5%	4.60%	0.23%
Cash equivalents 3 month Treasury	0%	0.00%	0.00%
TOTAL	100%		
Average Real Return			4.75%
Inflation			2.75%
Long-term expected return			7.50%

H. Changes in Net Pension Liability (Asset) – The total pension liability was determined based on an actuarial valuation performed as of July 1, 2021 which is also the measurement date. There were no changes in assumptions or changes in benefit terms that affected measurement of the total pension liability. There were also no changes between the measurement date of July 1, 2021 and the City's report ending date of June 30, 2022, that would have had a significant impact on the net pension liability (asset).

The following table reports the components of changes in net pension liability (asset):

SCHEDULE OF CHANGES IN NET PENSION LIABILITY			
	Increase (Decrease)		
	Total Pension Liability (a)	Plan Net Position (b)	Net Pension Liability (Asset) (a) - (b)
Balances Beginning of Year	$ 29,123,592	$ 27,721,492	$ 1,402,100
Changes for the Year:			
Service cost	636,125	-	636,125
Interest expense	2,124,097	-	2,124,097
Benefit changes	-	-	-
Experience losses (gains) - (amortized over avg remain service period of actives & inactive)	55,995	-	55,995
Contributions-- City	-	309,130	(309,130)
Contributions-- Members	-	224,342	(224,342)
Net investment income	-	7,528,643	(7,528,643)
Benefits paid, including refunds of employee contributions	(1,634,144)	(1,634,144)	-
Plan administrative expenses	-	(57,273)	57,273
Net Changes	1,182,073	6,370,698	(5,188,625)
Balances End of Year	$ 30,305,665	$ 34,092,190	$ (3,786,525)

Sensitivity of the net pension liability (asset) to changes in the discount rate. The following presents the net pension liability (asset) of the City, calculated using the discount rate of 7.50 percent, as well as what the City's net pension liability (asset) would be if it were calculated using a discount rate that is one percentage-point lower (6.50 percent) or one percentage-point higher (8.50 percent) than the current rate:

	1% Decrease 6.50%	Current Discount Rate 7.50%	1% Increase 8.50%
Net Pension Liability (Asset)	$ (747,903)	$ (3,786,525)	$ (6,367,561)

The City reported ($509,711) in pension expense for the year ended June 30, 2022. At June 30, 2022, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 34,291	$ 166,314
Changes of assumptions	122,601	-
Net difference between projected and actual earnings on pension plan investments	-	3,768,890
Changes in proportion and differences between City contributions and proportionate share of contributions	40,625	40,625
City contributions during measurement date	57,154	39,187
City contributions subsequent to the measurement date	317,426	-
Total	$ 572,097	$ 4,015,016

The $317,426 reported as deferred outflows of resources related to pensions resulting from City contributions subsequent to the measurement date will be recognized as a reduction (addition) of the net pension liability (asset) in the year ended June 30, 2023. Any other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year ended June 30:		
2023	$	(859,104)
2024		(888,174)
2025		(914,632)
2026		(1,098,435)
2027		-
	$	(3,760,345)

Oklahoma Firefighter's Pension – Statewide Cost Sharing Plan

Plan description - The City of Bethany, as the employer, participates in the Firefighters Pension & Retirement—a cost-sharing multiple-employer defined benefit pension plan administered by the Oklahoma Firefighters Pension & Retirement System (FPRS). Title 11 of the Oklahoma State Statutes grants the authority to establish and amend the benefit terms to the FPRS. FPRS issues a publicly available financial report that can be obtained at www.ok.gov/fprs

Summary Significant Accounting Policies - For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Oklahoma Firefighters Pension & Retirement System (FPRS) and additions to/deductions from FPRS's fiduciary net position have been determined on the same basis as they are reported by FPRS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Benefits provided - FPRS provides defined retirement benefits based on members' final average compensation, age, and term of service. In addition, the retirement program provides for benefits upon disability and to survivors upon death of eligible members. The Plan's benefits are established and amended by Oklahoma statute. Retirement provisions are as follows:

Normal Retirement:

- Hired Prior to November 1, 2013
  Normal retirement is attained upon completing 20 years of service. The normal retirement benefit is equal to 50% of the member's final average compensation. Final average compensation is defined as the monthly average of the highest 30 consecutive months of the last 60 months of participating service. For volunteer firefighters, the monthly pension benefit for normal retirement is $150.60 per month.

- Hired After November 1, 2013
  Normal retirement is attained upon completing 22 years of service. The normal retirement benefit is equal to 55% of the member's final average compensation. Final average compensation is defined as the monthly average of the highest 30 consecutive months of the last 60 months of participating service. Also participants must be age 50 to begin receiving benefits. For volunteer firefighters, the monthly pension benefit for normal retirement is $165.66 per month.

All firefighters are eligible for immediate disability benefits. For paid firefighters, the disability in-the-line-of-duty benefit for firefighters with less than 20 years of service is equal to 50% of final average monthly compensation, based on the most recent 30 months of service. For firefighters with over 20 years of service,

a disability in the line of duty is calculated based on 2.5% of final average monthly compensation, based on the most recent 30 months, per year of service, with a maximum of 30 years of service. For disabilities not in the line of duty, the benefit is limited to only those with less than 20 years of service and is 50% of final average monthly compensation, based on the most recent 60-month salary as opposed to 30 months. For volunteer firefighters, the not-in-the-line-of-duty disability is also limited to only those with less than 20 years of service and is $7.53 per year of service. For volunteer firefighters, the in-the-line-of-duty pension is $150.60 with less than 20 years of service or $7.53 per year of service, with a maximum of 30 years.

A $5,000 lump sum death benefit is payable to the qualified spouse or designated recipient upon the participant's death. The $5,000 death benefit does not apply to members electing the vested benefit-.

Contributions **-** The contributions requirements of the Plan are at an established rate determined by Oklahoma Statute and are not based on actuarial calculations. Employees are required to contribute 9% percent of their annual pay. Participating cities are required to contribute 14% of the employees' annual pay. Contributions to the pension plan from the City were $218,873. The State of Oklahoma also made on-behalf contributions to FPRS in the amount of $481,355 that is reported as both a revenue and an expenditure in the General Fund Statement of Revenues, Expenditures, and Changes in Fund Balance. In the government-wide Statement of Activities, revenue is recognized for the state's on-behalf contributions on an accrual basis of $355,104. These on-behalf payments did not meet the criteria of a special funding situation.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions - At June 30, 2022, the City reported a liability of $3,206,901 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2021, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2021. The City's proportion of the net pension liability was based on the City's contributions received by the pension plan relative to the total contributions received by pension plan for all participating employers as of June 30, 2021. Based upon this information, the City's proportion was .4870%. For the year ended June 30, 2022, the City recognized pension expense of $11,593.

At June 30, 2022, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 1,163,070	$ 56,318
Changes of assumptions	-	71,129
Net difference between projected and actual earnings on pension plan investments	-	2,549,348
Changes in proportion and differences between City contributions and proportionate share of contributions	239,614	229,378
City contributions during the measurement date	5,377	1,268
City contributions subsequent to the measurement date	218,873	-
Total	$ 1,626,934	$ 2,907,441

The $218,873 reported as deferred outflows of resources related to pensions resulting from City contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the subsequent year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year ended June 30:		
2023	$	(193,245)
2024		(302,179)
2025		(387,403)
2026		(616,553)
2027		-
Total	$	(1,499,380)

Actuarial Assumptions-The total pension liability was determined by an actuarial valuation as of July 1, 2021, using the following actuarial assumptions, applied to all prior periods included in the measurement:

Inflation:	2.75%
Salary increases:	2.75% to 10.5% average, including inflation
Investment rate of return:	7.5% net of pension plan investment expense

Mortality rates were based on the Pub-2010 Public Safety Table, with adjustments for generational mortality improvement using scale MP-2018 for healthy lives and no mortality improvement for disabled lives. The actuarial assumptions used in the July 1, 2021, valuation were based on the results of an actuarial experience study for the period July 1, 2013, to June 30, 2018.

The long-term expected rate of return on pension plan investments was determined using a building block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense, and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included in the pension plan's target asset allocation as of June 30, 2021, are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Fixed income	20%	3.53%
Domestic equity	47%	5.73%
International equity	15%	8.50%
Real estate	10%	7.97%
Other assets	8%	4.73%

Discount Rate-The discount rate used to measure the total pension liability was 7.5%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current contribution rate and that contributions from employers will be made at contractually required rates, determined by State statutes. Projected cash flows also assume the State of Oklahoma will continue contributing 36% of the insurance premium, as established by statute. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the Net Pension Liability to Changes in the Discount Rate-The following presents the net pension liability of the employers calculated using the discount rate of 7.5%, as well as what the Plan's net pension liability would be if it were calculated using a discount rate that is one percentage point lower (6.5%) or one percentage-point higher (8.5%) than the current rate:

	Decrease 6.50%	Discount Rate 7.50%	Increase 8.50%
Employers' net pension liability	$ 5,011,445	$ 3,206,901	$ 1,696,126

Pension plan fiduciary net position - Detailed information about the pension plan's fiduciary net position is available in the separately issued financial report of the FPRS; which can be located at www.ok.gov/fprs.

Oklahoma Police Pension – Statewide Cost Sharing Plan

Plan description - The City of Bethany, as the employer, participates in the Oklahoma Police Pension and Retirement Plan—a cost-sharing multiple-employer defined benefit pension plan administered by the Oklahoma Police Pension and Retirement System (OPPRS). Title 11 of the Oklahoma State Statutes, through the Oklahoma Legislature, grants the authority to establish and amend the benefit terms to the OPPRS. OPPRS issues a publicly available financial report that can be obtained at www.ok.gov/OPPRS.

Summary of significant accounting polices - For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Oklahoma Police Pension & Retirement System (OPPRS) and additions to/deductions from OPPRS's fiduciary net position have been determined on the same basis as they are reported by OPPRS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Benefits provided - OPPRS provides retirement, disability, and death benefits to members of the plan. The normal retirement date under the Plan is the date upon which the participant completes 20 years of credited service, regardless of age. Participants become vested upon completing 10 years of credited service as a contributing participant of the Plan. No vesting occurs prior to completing 10 years of credited service. Participants' contributions are refundable, without interest, upon termination prior to normal retirement. Participants who have completed 10 years of credited service may elect a vested benefit in lieu of having their accumulated contributions refunded. If the vested benefit is elected, the participant is entitled to a monthly retirement benefit commencing on the date the participant reaches 50 years of age or the date the participant would have had 20 years of credited service had employment continued uninterrupted, whichever is later. Monthly retirement benefits are calculated at 2.5% of the final average salary (defined as the average paid base salary of the officer over the highest 30 consecutive months of the last 60 months of credited service) multiplied by the years of credited service, with a maximum of 30 years of credited service considered.

Monthly benefits for participants due to permanent disability incurred in the line of duty are 2.5% of the participants' final average salary multiplied by 20 years. This disability benefit is reduced by stated percentages for partial disability based on the percentage of impairment. After 10 years of credited service, participants who retire due to disability incurred from any cause are eligible for a monthly benefit based on 2.5% of their final average salary multiplied by the years of service. This disability benefit is also reduced by stated percentages for partial disability based on the percentage of impairment. Effective July 1, 1998, once a disability benefit is granted to a participant, that participant is no longer allowed to apply for an increase in the dollar amount of the benefit at a subsequent date.

Survivor's benefits are payable in full to the participant's beneficiary upon the death of a retired participant. The beneficiary of any active participant killed in the line of duty is entitled to a pension benefit.

Contributions **-** The contributions requirements of the Plan are at an established rate determine by Oklahoma Statute and are not based on actuarial calculations. Employees are required to contribute 8% percent of their annual pay. Participating cities are required to contribute 13% of the employees' annual pay. Contributions to the pension plan from the City were $240,177. The State of Oklahoma also made on-behalf contributions to OPPRS in the amount of $205,491. This is reported as both a revenue and an expenditure in the General Fund Statement of Revenues, Expenditures, and Changes in Fund Balance. In the government-wide Statement of Activities, revenue is recognized for the state's on-behalf contributions on an accrual basis of $147,007. These on-behalf payments did not meet the criteria of a special funding situation.

Pension Liabilities (Asset), Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions - At June 30, 2022, the City reported an asset of $2,485,965 for its proportionate share of the net pension asset. The net pension asset was measured as of June 30, 2021, and the total pension liability used to calculate the net pension asset was determined by an actuarial valuation as of July 1, 2021. The City's proportion of the net pension asset was based on the City's contributions received by the pension plan relative to the total contributions received by pension plan for all participating employers as of June 30, 2021. Based upon this information, the City's proportion was .5182%.

For the year ended June 30, 2022, the City recognized pension expense of ($247,041). At June 30, 2022, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 35,692	$ 98,121
Changes of assumptions	37,803	-
Net difference between projected and actual earnings on pension plan investments	-	1,813,426
Changes in proportion and differences between City contributions and proportionate share of contributions	8,928	6,333
City contributions during the measurement date	5,765	901
City contributions subsequent to the measurement date	240,177	-
Total	$ 328,365	$ 1,918,781

The $240,177 reported as deferred outflows of resources related to pensions resulting from City contributions subsequent to the measurement date will be recognized as a reduction (addition) of the net pension liability (asset) in the year ended June 30, 2023.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year ended June 30:		
2023	$	(412,895)
2024		(361,155)
2025		(457,319)
2026		(604,050)
2027		4,826
Total	$	(1,830,593)

Actuarial Assumptions-The total pension liability was determined by an actuarial valuation as of July 1, 2021, using the following actuarial assumptions, applied to all prior periods included in the measurement:

Inflation:	2.75%
Salary increases:	3.5% to 12% average, including inflation
Investment rate of return:	7.5% net of pension plan investment expense
Cost-of-living adjustments:	Police officers eligible to receive increased benefits according to repealed Section 50-120 of Title 11 of the Oklahoma Statutes pursuant to a court order receive an adjustment of 1/3 to 1/2 of the increase or decrease of any adjustment to the base salary of a regular police officer, based on an increase in base salary of 3.5% (wage inflation).
Mortality rates:	Active employees (pre-retirement) RP-2000 Blue Collar Healthy Combined table with age set back 4 years with fully generational improvement using Scale AA. Active employees (post-retirement) and nondisabled pensioners: RP-2000 Blue Collar Healthy Combined table with fully generational improvement using scale AA. Disabled pensioners: RP-2000 Blue Collar Healthy Combined table with age set forward 4 years.

The actuarial assumptions used in the July 1, 2021, valuation were based on the results of an actuarial experience study for the period July 1, 2012, to June 30, 2017.

The long-term expected rate of return on pension plan investments was determined using a building block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense, and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included in the pension plan's target asset allocation as of June 30, 2021, are summarized in the following table:

Asset Class	Long-Term Expected Real Rate of Return
Fixed income	3.22%
Domestic equity	4.55%
International equity	8.50%
Real estate	7.97%
Private equity	9.36%
Commodities	0.00%

The current allocation policy is that approximately 65% of assets in equity instruments, including public equity, long-short hedge, venture capital, and private equity strategies; approximately 20% of assets in fixed income to include investment grade bonds, high yield and non-dollar denominated bonds, convertible bonds, and low volatility hedge fund strategies; and 15% of assets in real assets to include real estate, commodities, and other strategies.

Discount Rate-The discount rate used to measure the total pension asset was 7.5%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current contribution rate and that contributions from employers will be made at contractually required rates, determined by State statutes. Projected cash flows also assume the State of Oklahoma will continue contributing 14% of the insurance premium, as established by statute. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension asset.

Sensitivity of the Net Pension Liability (Asset) to Changes in the Discount Rate-*The* following presents the net pension liability (asset) of the employers calculated using the discount rate of 7.5%, as well as what the Plan's net pension liability (asset) would be if it were calculated using a discount rate that is 1-percentage point lower (6.5%) or 1-percentage-point higher (8.5%) than the current rate:

	Decrease 6.50%	Discount Rate 7.50%	Increase 8.50%
Employers' net pension liability (asset)	$ (932,312)	$ (2,485,965)	$ (3,799,694)

Pension plan fiduciary net position **-** Detailed information about the pension plan's fiduciary net position is available in the separately issued financial report of the OPPRS; which can be located at www.ok.gov/OPPRS .

City of Bethany 457 Deferred Compensation Plan (DC Plan)

Oklahoma Municipal Retirement Fund Defined Contribution City Manager Plan – Effective January 1, 2017, the city offers a defined contribution plan to the city manager administered by OkMRF. The Plan is administered by JP Morgan Chase Bank of Oklahoma City, Oklahoma. Separate audited GAAP basis financial statements are not available. OkMRF operations are supervised by a nine-member Board of Trustees elected by the participating municipalities. The authority to establish and amend the provisions of the Plan rests with the City Commission. Benefits depend solely on amounts contributed to the plan plus investment earnings.

Under the plan the employer contributed 3% of compensation through December 2017 and 4% for January through June 2018 and continuing on through June 2022. Employees may voluntarily contribute to the plan. Employees are 100% vested in the plan. During the year ended June 30, 2022, employees contributed $5,313 and the employer contributed $7,930.

ICMA Retirement Deferred Compensation Plan (the ICMA Plan) – The City of Bethany makes available to all full-time employees a Section 457 deferred compensation (DC) plans. The DC plan was created in accordance with Section 457 of the *Internal Revenue Code*, and permits the employees to defer a portion of their salary until future years. The deferred compensation is not available to the employee until retirement, termination, death, or unforeseeable emergency. Separate audited financial statements are not available.

Funding Policy – Plan participants may contribute up to $18,500 of eligible compensation per year. During the year ended June 30, 2022, employees contributed $77,445 and the employer contributed $0 to the Plan.

12. Postemployment Healthcare Plan

Plan Description. The City sponsors Medical and prescription drug coverage to qualifying retirees and their dependents who elect to make the required contributions. Coverage is provided through fully-insured arrangements that collectively operate as a substantive single-employer defined benefit plan. A substantive plan is one in which the plan terms are understood by the employer and the plan members. This understanding is based on communication between the employer and the plan member and historical pattern of practice with regard to the sharing of benefit costs. Qualifying retirees are those employees who are eligible for immediate disability or retirement benefits under the Oklahoma Police Pension and Retirement System, Oklahoma Firefighter's Pension and Retirement System, or the City of Bethany Retirement Plan. Retirees may continue coverage with the City by paying the carrier premium rate. Coverage is available for each of the lifetimes of retirees and their spouses. Authority to establish and amend benefit provisions rest with the City Council. Retirees may continue coverage with the City by paying the premium rate. Benefits are paid from general operating assets of the City.

Benefits provided - The Plan covers all current retirees of the City who elected postretirement medical coverage through the City Health Plan and future retired employees of the City health plan. In accordance with administrative policy, the benefit levels are the same as those afforded to active employees; this creates an implicit rate subsidy. The benefits offered by the City to retirees include health and prescription drug benefits. The retiree can retain coverage with the City by making an election within 30 days of termination, if having at least 10 years of creditable service with the City, and are at least 55 years old at the time of termination. Police and firefighters must retire under the statewide retirement system and have 20 years of credited service. Coverage stops at age 65 for the retiree and spouse.

The amount of benefit payments during fiscal year June 30, 2022 were $44,390.

Employees Covered by Benefit Terms

Active Employees	124
Inactive or beneficiaries receiving benefits	13
Total	137

Total OPEB Liability – The total OPEB liability was determined based on an actuarial valuation performed as of June 30, 2021.

Actuarial Assumptions- The City's total OPEB liability was determined based on an actuarial valuation prepared as of June 30, 2021, using the following actuarial assumptions:

- Actuarial cost method – Entry Age
- Discount rate – 2.16% based on the yield for 20-year municipal bonds on the measurement date
- Retirement age – Civilians – 55 with 10 years of service; Police and Fire 20 years of service
- Medical trend rates –

2020	5.99%
2025	5.86%
2030	5.99%
2035	5.87%
2040	5.33%
2045	5.15%
2050	5.03%
2060	4.87%

Changes in Total OPEB Liability –

	Total OPEB Liability
Balances at Beginning of Year	$ 1,668,099
Changes for the Year:	
Service cost	86,295
Interest expense	38,772
Change in assumptions	138,963
Difference between expected and actual experience	(195,268)
Benefits paid	(31,300)
Net Changes	37,462
Balances End of Year	$ 1,705,561

OPEB liabilities, OPEB Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB – For the year ended June 30, 2022, the City recognized OPEB expenses of $86,865. At June 30, 2022, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 40,841	$ 169,809
Changes of assumptions	209,313	187,575
Net difference between projected and actual earnings on OPEB plan investments	-	-
Change in proportion	199,777	199,777
City Contributions during the measurement date	829	8,364
City Contributions subsequent to the measurement date	44,389	-
Total	$ 495,149	$ 565,525

Amounts reported as deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year Ended June 30:	
2023	$ (38,202)
2024	(38,202)
2025	(26,962)
2026	(18,040)
2027	12,895
Thereafter	(6,254)
	$ (114,765)

Sensitivity of the City's total OPEB liability to changes in the discount rate- The following presents the City's total OPEB liability, as well as what the City's proportionate share of the total OPEB liability would be if it were calculated using a discount rate that is one percentage-point lower (1.16 percent) or one percentage point higher (3.16 percent) than the current discount rate:

	1% Decrease 1.16%	Discount Rate 2.16%	1% Increase 3.16%
Employers' total OPEB liability	$ 1,896,980	$ 1,705,561	$ 1,537,516

Sensitivity of the City's total OPEB liability to changes in the healthcare cost trend rates - The following presents the City's total OPEB liability, as well as what the City's total OPEB liability would be if it were calculated using healthcare cost trend rates that are approximately one percentage-point lower (4.96 percent decreasing to 3.87 percent) or approximately one percentage point higher (6.96 percent decreasing to 5.87 percent) than the current healthcare cost trend rates:

	1% Decrease 4.96% Grading to 3.87%	5.96% Grading to 4.87%	1% Increase 6.96% Grading to 5.87%
Employers' total OPEB liability	$ 1,551,109	$ 1,705,561	$ 1,888,548

13. Commitments, contingencies, and subsequent events

Litigation

The City is a party to various legal proceedings which normally occur in the course of governmental operations. The financial statements do not include accruals or provisions for loss contingencies that may result from these proceedings. State statutes provide for the levy of an ad valorem tax over a three-year period by a City Sinking Fund for the payment of any court assessed judgment rendered against the City. While the outcome of the above noted proceedings cannot be predicted, due to the insurance coverage maintained by the City and the State statute relating to judgments, the City feels that any settlement or judgment not covered by insurance would not have a material adverse effect on the financial condition of the City.

Grant Programs

The City of Bethany participates in various federal or state grant/loan programs from year to year. In 2022, the City's involvement in federal and state award programs is relatively material. The grant/loan programs are often subject to additional audits by agents of the granting or loaning agency, the purpose of which is to ensure compliance with the specific conditions of the grant or loan. The City has not been notified of any noncompliance with federal or state award requirements. Any liability for reimbursement which may arise as a result of these audits cannot be reasonably determined at this time, although it is believed the amount, if any, would not be material.

Improvement Districts

In April 2019, the City created two Improvement Districts under the Local Development Act. The districts include the areas around Northwest 23rd Street and the undeveloped area north of Northwest 39th Expressway and east of the Lake Hefner Canal and scattered redevelopment along Northwest 39th Expressway. The districts will provide needed public improvement to stimulate private development within the areas. The projects will be financed from a combination of public and private sources, including apportionment of ad valorem and sales tax increments.

Subsequent events

City voters approved two general obligation bond issues. The first issuance is for a total of $10,500,000 and is payable from December 1, 2024 through December 1, 2042. The second issuance is for $4,500,000 and is payable from December 1, 2025 through December 1, 2042.

14. Tax Abatements

The City enters into sales tax rebate agreements with a local business as allowed in the Oklahoma State Constitution, Article 10, Section 14. Under this law, the City may establish economic development programs and provide sales tax increments for development as part of its economic development plan.

The sales tax rebate program allows a retail store business or developer to receive rebated sales tax in an amount up to the amount of sales tax collected on a specific retailer. To be eligible for this program, the project area should be occupied by occupants operating a retail store of requisite quality which are either existing businesses or new businesses. The sales tax rebate period varies with each agreement and there are no provisions for recapture.

Due to confidentiality laws in Oklahoma statutes Title 68, Section 1354.11, the amounts of sales taxes rebated will not be disclosed. The following businesses had rebate agreements with the City as of June 30, 2022:

- A local convenience store received rebated sales tax during 2022. The agreement is for seven years and will not extend beyond June 30, 2029. The rebate is calculated by remitting 62% of the reported sales tax generated by the store for the first three years of the agreement. For the next four years of the agreement, the store will receive 52% of the reported sales tax generated by the store.

REQUIRED SUPPLEMENTARY INFORMATION

Budgetary Comparison Schedules (Budgetary Basis) – Year Ended June 30, 2022

	GENERAL FUND			
	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final	(Budget basis)	Positive (Negative)
Beginning Budgetary Fund Balance:	$ 2,762,112	$ 2,762,112	$ 4,487,033	$ 1,724,921
Resources (Inflows):				
Taxes	6,882,151	5,973,000	6,825,693	852,693
Intergovernmental	293,000	434,676	453,926	19,250
Fees, licenses and permits	105,300	105,300	132,927	27,627
Charges for services	646,400	688,400	705,629	17,229
Fines and forfeitures	550,000	550,000	743,073	193,073
Interest earned	5,000	5,000	9,318	4,318
Miscellaneous	282,000	258,000	174,086	(83,914)
Total Resources (Inflows)	8,763,851	8,014,376	9,044,653	1,030,277
Amounts available for appropriation	11,525,963	10,776,488	13,531,686	2,755,198
Charges to Appropriations (Outflows):				
General Government				
Management	790,127	992,111	951,632	40,479
Finance	372,677	381,228	369,359	11,869
Municipal court	549,828	555,215	500,786	54,429
Engineering	233,097	152,797	120,366	32,431
Community Development	528,516	528,516	488,962	39,554
Public Safety				
Police	4,326,766	4,326,766	3,811,072	515,694
Fire	2,602,656	2,671,656	2,561,326	110,330
Public Works and Streets				
Administration	163,999	163,999	152,924	11,075
Streets	683,167	683,167	689,014	(5,847)
Maintenance	92,202	102,002	90,761	11,241
Culture and Recreation				
Parks	520,597	523,597	434,314	89,283
Total Charges to Appropriations	10,863,632	11,081,054	10,170,516	910,538
Other financing sources (uses)				
Transfers from other funds	2,917,000	2,919,000	8,681,304	5,762,304
Transfers to other funds	(984,151)	(1,262,827)	(5,837,429)	(4,574,602)
Total other financing sources (uses)	1,932,849	1,656,173	2,843,875	1,187,702
Ending Budgetary Fund Balance	$ 2,595,180	$ 1,351,607	$ 6,205,045	$ 4,853,438

Schedule of Footnotes to Budgetary Comparison:

1. The budgetary comparison schedules and budgetary fund balance amounts are reported on a non-GAAP basis that report revenues on a cash basis, and expenditures in the period the invoice is received, except for payroll expenditures that are recorded when paid. In addition, obligations that are required to be funded from ending budgetary fund balances are subtracted from total ending budgetary fund balances to arrive at the unassigned budgetary fund balance. This presentation of unassigned fund balances on a budgetary basis is used to demonstrate compliance with Article 10, § 26 of the Oklahoma State Constitution.

2. The legal level of appropriation control is the department level within a fund. Transfers of appropriation within a fund require the approval of the City Manager. All supplemental appropriations require the approval of the City Council. Supplemental appropriations must be filed with the Office of the State Auditor and Inspector. During the fiscal year ended June 30, 2022 the City had expenditures exceeding appropriation in the General Fund Transfers by $4,574,602

3. The budgetary basis differs from the modified accrual (GAAP) basis as shown in the schedule below:

	Fund Balance July 1, 2021	Net Change in Fund Balance	Fund Balance June 30, 2022
Budget to GAAP Reconciliation:			
Fund Balance - GAAP Basis	$3,714,774	$1,723,407	$5,438,181
Increases (Decreases):			
Revenues:			
Accounts receivable	(1,660,750)	(2,202,622)	(3,863,372)
State on behalf pension payments	(551,667)	(135,179)	(686,846)
Combining accounts	(7,416)	-	(7,416)
Expenditures:			
Accrued payroll	144,516	(51,109)	93,407
Other expenditures	2,295,909	2,248,336	4,544,245
State on behalf pension payments	551,667	135,179	686,846
Fund Balance - Budgetary Basis	$4,487,033	$1,718,012	$6,205,045

Pension Information

Schedules of Required Supplementary Information

SCHEDULE OF THE CITY OF BETHANY'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY OKLAHOMA FIREFIGHTERS PENSION & RETIREMENT SYSTEM
Last 10 Fiscal Years*

	2017	2018	2019	2020	2021	2022
City's proportion of the net pension liability	0.4666469%	0.4746469%	0.5068200%	0.4774980%	0.4991460%	0.4869520%
City's proportionate share of the net pension liability	$ 5,701,081	$ 5,969,747	$ 5,704,991	$ 5,045,569	$ 6,149,052	$ 3,206,901
City's covered-employee payroll	$ 1,305,306	$ 1,330,221	$ 1,503,888	$ 1,476,625	$ 1,656,853	$ 1,581,704
City's proprotionate share of the net pension liability as a percentage of its covered-employee payroll	437%	449%	379%	342%	371%	203%
Plan fiduciary net position as a percentage of the total pension liability	64.87%	66.61%	70.73%	72.85%	69.98%	84.24%

*The amounts present for each fiscal year were determined as of 6/30

Notes to Schedule:

Only the previous six fiscal years are presented because 10-year data is not yet available.

SCHEDULE OF CITY CONTRIBUTIONS
OKLAHOMA FIREFIGHTERS PENSION & RETIREMENT SYSTEM
Last 10 Fiscal Years*

	2015	2016	2017	2018	2019	2020	2021	2022
Statutorially required contribution	$ 179,255	$ 182,743	$ 186,231	$ 210,544	$ 206,728	$ 232,244	$ 221,576	$ 218,873
Contributions in relation to the statutorially required contribution	179,255	182,743	186,231	210,544	206,728	232,244	221,576	218,873
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
City's covered-employee payroll	$ 1,280,394	$ 1,305,306	$ 1,330,221	$ 1,503,888	$ 1,476,625	$ 1,656,853	$ 1,581,704	$ 1,563,053
Contributions as a percentage of covered-employee payroll	14.00%	14.00%	14.00%	14.00%	14.00%	14.02%	14.01%	14.00%

Notes to Schedule:

*Only the previous eight fiscal years are presented because 10-year data is not yet available.

Schedules of Required Supplementary Information
SCHEDULE OF THE CITY OF BETHANY PORTIONATE SHARE OF THE NET PENSION LIABILITY (ASSET)
OKLAHOMA POLICE PENSION & RETIREMENT SYSTEM
Last 10 Fiscal Years*

	2017	2018	2019	2020	2021	2022
City's proportion of the net pension liability (asset)	0.5536%	0.5509%	0.5869%	0.5576%	0.5740%	0.5182%
City's proportionate share of the net pension liability (asset)	$ 847,805	$ 42,373	$ (279,584)	$ (35,598)	$ 659,211	$ (2,485,965)
City's covered-employee payroll	$ 1,591,163	$ 1,642,700	$ 1,790,307	$ 1,813,284	$ 1,993,346	$ 1,901,208
City's proprotionate share of the net pension liability (asset) as a percentage of its covered-employee payroll	53.28%	2.58%	-15.62%	-1.96%	33.07%	-130.76%
Plan fiduciary net position as a percentage of the total pension liability	93.50%	99.68%	101.89%	100.24%	95.80%	117.07%

*The amounts present for each fiscal year were determined as of 6/30

Notes to Schedule:

Only the previous six fiscal years are presented because 10-year data is not yet available.

SCHEDULE OF CITY CONTRIBUTIONS
OKLAHOMA POLICE PENSION & RETIREMENT SYSTEM
Last 10 Fiscal Years*

	2015	2016	2017	2018	2019	2020	2021	2022
Statutorially required contribution	$ 195,488	$ 206,851	$ 213,551	$ 232,740	$ 235,728	$ 259,305	$ 247,157	$ 227,323
Contributions in relation to the statutorially required contribution	198,160	200,614	213,551	232,740	235,728	259,305	232,358	240,177
Contribution deficiency (excess)	$ (2,672)	$ 6,237	$ -	$ -	$ -	$ -	$ 14,799	$ (12,854)
City's covered-employee payroll	$ 1,503,757	$ 1,591,163	$ 1,642,700	$ 1,790,307	$ 1,813,284	$ 1,993,346	$ 1,901,208	$ 1,748,640
Contributions as a percentage of covered-employee payroll	13.18%	12.61%	13.00%	13.00%	13.00%	13.01%	12.22%	13.74%

Notes to Schedule:

*Only the previous eight fiscal years are presented because 10-year data is not yet available.

Required Supplementary Information
Oklahoma Municipal Retirement Fund

Schedule of Changes in Net Pension Liability (Asset) and Related Ratios — **Last Eight Fiscal Years**

	2015	2016	2017	2018	2019	2020	2021	2022
Total pension liability								
Service cost	$ 350,458	$ 385,355	$ 504,132	$ 525,983	$ 548,968	$ 586,762	$ 618,999	$ 636,125
Interest	1,732,533	1,759,621	1,761,976	1,829,496	1,876,797	1,951,401	2,058,987	2,124,097
Changes of benefit terms	-	-	-	821	-	-	37,227	
Differences between expected and actual experience	-	(665,220)	(288,129)	(213,851)	(89,986)	(94,319)	(292,648)	55,995
Changes of assumptions	-	-	-	522,579	-	401,239	-	-
Benefit payments, including refunds of member contributions	(952,501)	(1,829,907)	(1,054,351)	(1,161,143)	(1,336,277)	(1,346,023)	(1,477,560)	(1,634,144)
Net change in total pension liability	1,130,490	(350,151)	923,628	1,503,885	999,502	1,499,060	945,005	1,182,073
Total pension liability - beginning	22,472,174	23,602,663	23,252,512	24,176,140	25,680,025	26,679,527	28,178,587	29,123,592
Total pension liability - ending (a)	$ 23,602,664	$ 23,252,512	$ 24,176,140	$ 25,680,025	$ 26,679,527	$ 28,178,587	$ 29,123,592	$ 30,305,665
Plan fiduciary net position								
Contributions - employer	$ 537,682	$ 583,840	$ 536,856	$ 558,723	$ 481,380	$ 472,645	$ 477,415	$ 309,130
Contributions - member	150,355	153,204	157,696	164,120	181,058	189,929	184,401	224,342
Net investment income	3,380,397	650,013	203,962	2,815,616	1,852,623	1,782,115	1,110,225	7,528,643
Benefit payments, including refunds of member contributions	(952,501)	(1,829,907)	(1,054,351)	(1,161,143)	(1,336,277)	(1,346,023)	(1,477,560)	(1,634,144)
Administrative expense	(49,979)	(48,861)	(45,845)	(49,866)	(52,417)	(55,960)	(58,885)	(57,273)
Other	-	-	-	-	-	-	-	-
Net change in plan fiduciary net position	3,065,954	(491,711)	(201,682)	2,327,450	1,126,367	1,042,706	235,596	6,370,698
Plan fiduciary net position - beginning	20,616,812	23,682,766	23,191,055	22,989,373	25,316,823	26,443,190	27,485,896	27,721,492
Plan fiduciary net position - ending (b)	$ 23,682,766	$ 23,191,055	$ 22,989,373	$ 25,316,823	$ 26,443,190	$ 27,485,896	$ 27,721,492	$ 34,092,190
Net pension liability (asset) - ending (a) - (b)	$ (80,102)	$ 61,457	$ 1,186,767	$ 363,202	$ 236,337	$ 692,691	$ 1,402,100	$ (3,786,525)
Plan fiduciary net position as a percentage of the total pension liability	100.34%	99.74%	95.09%	98.59%	99.11%	97.54%	95.19%	112.49%
Covered employee payroll	$ 3,256,228	$ 3,149,951	$ 3,296,442	$ 3,481,527	$ 3,916,031	$ 3,995,154	$ 3,688,284	$ 3,538,629
Net pension liability (asset) as a percentage of covered-employee payroll	-2.46%	1.95%	36.00%	10.43%	6.04%	17.34%	38.01%	-107.01%

*The amounts present for each fiscal year were determined as of 6/30

Notes to Schedule:

Only the previous eight fiscal years are presented because 10-year data is not yet available.

Required Supplementary Information
Oklahoma Municipal Retirement Fund

Schedule of Employer Contributions — **Last Eight Fiscal Years**

	2015	2016	2017	2018	2019	2020	2021	2022
Actuarially determined contribution	$ 583,839	$ 536,856	$ 537,293	$ 478,931	$ 462,833	$ 497,468	$ 506,479	$ 326,044
Contributions in relation to the actuarially determined contribution	583,839	536,856	537,293	483,625	464,433	511,119	317,603	317,426
Contribution deficiency (excess)	$ -	$ -	$ -	$ (4,694)	$ (1,600)	$ (13,651)	$ 188,876	$ 8,618
Covered employee payroll	$ 3,330,517	$ 3,296,442	$ 3,481,527	$ 3,916,031	$ 4,128,749	$ 4,176,896	3,791,013	3,688,284
Contributions as a percentage of covered-employee payroll	17.53%	16.29%	15.43%	12.35%	11.25%	12.24%	8.38%	8.61%

Notes to Schedule:

1. Only the previous eight fiscal years are presented because 10-year data is not yet available.

2. Latest Valuation Date: July 1, 2021

3. Actuarially determined contribution rate is calculated as of July 1, 2021
   July 2021 through June 2022 contributions were at a rate of 8.84%.

4. Methods and assumptions used to determine contribution rates:
   - Actuarial cost method - Entry age normal
   - Amortization method - Level percent of payroll, closed
   - Remaining amortization period - 28 years
   - Asset valuation method - Actuarial:
     - Smoothing period - 4 years
     - Recognition method - Non-asymptotic
     - Corridor - 70% - 130%
   - Salary increases - 4.00% to 7.42% (varies by attained age)
   - Investment rate of return - 7.50%

Schedule of Changes in Total OPEB Liability and Related Ratios

Postemployment Health Insurance Implcit Rate Subsidy Plan

	2018	2019	2020	2021	2022
Total OPEB Liability					
Service cost	$ 83,719	$ 75,082	$ 71,166	$ 76,288	$ 86,295
Interest	40,545	54,508	61,120	51,985	38,772
Changes in assumptions	(115,440)	(44,424)	(228,732)	121,978	138,963
Experience Gain/(Loss)	-	-	27,979	34,172	(195,268)
Benefit payments	(31,435)	(24,504)	(30,704)	(25,310)	(31,300)
Net change in total OPEB liability	(22,611)	60,662	(99,171)	259,113	37,462
Balances at Beginning of Year	1,470,106	1,447,495	1,508,157	1,408,986	1,668,099
Balances End of Year	$ 1,447,495	$ 1,508,157	$ 1,408,986	$ 1,668,099	$ 1,705,561
Covered employee payroll	$ 10,760,000	$ 7,418,658	$ 7,196,000	$ 6,918,000	$ 6,641,000
Total OPEB liability as a percentage of covered-employee payroll	13.45%	20.33%	19.58%	24.11%	25.68%

Notes to Schedule:

Only five fiscal years are presented because 10-year data is not yet available

OTHER SUPPLEMENTARY INFORMATION

Combining Balance Sheet – General Fund Accounts - June 30, 2022

	GENERAL FUND	PREPAID INSPECTION ACCOUNT	PERFORMANCE BOND ACCOUNT	COURT ACCOUNT	CLEET AND OSBI ACCOUNT	TOTAL GENERAL FUND
ASSETS						
Cash and cash equivalents	$ 2,568,726	$ 24,646	$ 27,863	$ 5,608,051	$ 244,133	$ 8,473,419
Investments	353,340	-	-	-	-	353,340
Receivables:						
Accounts receivable	793,607	-	-	-	-	793,607
Due from other funds		-	-	-	-	-
Due from other accounts	1,872,490	-	-	237,033	-	2,109,523
Taxes receivable, net	867,143	-	-	-	-	867,143
Other receivables	1,335,479	-	-	-	-	1,335,479
Total assets	$ 7,790,785	$ 24,646	$ 27,863	$ 5,845,084	$ 244,133	$ 13,932,511
LIABILITIES, DEFERRED INFLOWS AND FUND BALANCES						
Liabilities:						
Accounts payable and accrued liabilities	$ 177,781	$ -	$ 27,863	$ 65,006	$ 6,541	$ 277,191
Wages payable	107,805	-	-	-	-	107,805
Due to other funds	93,407	-	-	3,900,731	-	3,994,138
Escrow liability	-	24,646	-	-	-	24,646
Due to other accounts	-	-	-	1,871,930	237,593	2,109,523
Total liabilities	378,993	24,646	27,863	5,837,667	244,134	6,513,303
DEFERRED INFLOWS OF RESOURCES						
Unavailable revenue	1,981,027	-	-	-	-	1,981,027
Fund balances:						
Restricted	1,456,835	-	-	-	-	1,456,835
Assigned	5,500	-	-	-	-	5,500
Unassigned	3,968,430	-	-	7,416	-	3,975,846
Total fund balances	5,430,765	-	-	7,416	-	5,438,181
Total liabilities, deferred inflows and fund balances	$ 7,790,785	$ 24,646	$ 27,863	$ 5,845,083	$ 244,134	$ 13,932,511

Combining Schedule of Revenues, Expenditures, and Changes in Fund Balance – General Fund Accounts – Year Ended June 30, 2022

	General Fund	PREPAID INSPECTION ACCOUNT	PERFORMANCE BOND ACCOUNT	COURT ACCOUNT	CLEET AND OSBI ACCOUNT	TOTAL GENERAL FUND
REVENUES						
Taxes	$ 6,793,842	$ -	$ -	$ -	$ -	$ 6,793,842
Intergovernmental	1,130,091	-	-	-	-	1,130,091
Charges for services	674,703	-	-	-	-	674,703
Fines and forfeitures	745,014	-	-	-	-	745,014
Licenses and permits	129,764	-	-	-	-	129,764
Investment income	11,445	-	-	-	-	11,445
Miscellaneous	205,209	-	-	-	-	205,209
Total revenues	9,690,068	-	-	-	-	9,690,068
EXPENDITURES						
Current:						
General government	1,924,170	-	-	-	-	1,924,170
Public safety	6,903,615	-	-	-	-	6,903,615
Public works and streets	920,902	-	-	-	-	920,902
Culture and recreation	431,592	-	-	-	-	431,592
Community development	490,232	-	-	-	-	490,232
Capital Outlay	140,025	-	-	-	-	140,025
Total expenditures	10,810,536	-	-	-	-	10,810,536
Excess (deficiency) of revenues over expenditures	(1,120,468)	-	-	-	-	(1,120,468)
OTHER FINANCING SOURCES (USES)						
Transfers in	8,681,304	-	-	-	-	8,681,304
Transfers out	(5,837,429)	-	-	-	-	(5,837,429)
Total other financing sources and uses	2,843,875	-	-	-	-	2,843,875
Net change in fund balances	1,723,407	-	-	-	-	1,723,407
Fund balances - beginning	3,707,358	-	-	7,416	-	3,714,774
Fund balances - ending	$ 5,430,765	$ -	$ -	$ 7,416	$ -	$ 5,438,181

Combining Balance Sheet - Non-Major Governmental Funds - June 30, 2022

	SPECIAL REVENUE FUNDS							DEBT SERVICE FUND	CAPITAL PROJECT FUNDS			
	PUBLIC SAFETY FUND	E911 FUND	CDBG FUND	JUVENILE FUND	CEMETERY FUND	BETHANY DEVELOPMENT AUTHORITY	BETHANY ECONOMIC DEVELOPMENT AUTHORITY	G.O. BOND SINKING FUND	STREET/PARK CIP FUND	CAPITAL IMPROVEMENT FUND	LIBRARY GO BONDS	TOTALS
ASSETS												
Cash and cash equivalents	$ 154,362	$ 99,117	$ -	$ 144,964	$ 90,540	$ 82,981	$ 382,622	$ 471,774	$ 48,331	$ 98,877	$ 558,256	$ 2,131,824
Investments	-	-	-	-	-	-	-	-	-	252,688	509,373	762,061
Due from other governments	10,008	18,928	-	-	-	-	-	28,889	-	127,008		184,833
Due from other funds	9,255	-	-	3,291	-	-	-	4,265	-	-	-	16,811
Total assets	$ 173,625	$ 118,045	$ -	$ 148,255	$ 90,540	$ 82,981	$ 382,622	$ 504,928	$ 48,331	$ 478,573	$ 1,067,629	$ 3,095,529
LIABILITIES, DEFERRED INFLOWS AND FUND BALANCES												
Liabilities:												
Accounts payable and accrued liabilities	$ 800	$ -	$ -	$ 4,739	$ -	$ 12,000	$ 5,743	$ -	$ -	$ 1,579	$ 190,777	215,638
Due to other funds	-	-	4,495	-	-	-	-	-	-	-	-	4,495
Wages payable	-	-	-	-	-	-	1,328	-	-	-	-	1,328
Total liabilities	800	-	4,495	4,739	-	12,000	7,071	-	-	1,579	190,777	221,461
Deferred Inflows:												
Unavailable revenue	-	-	-	-	-	-	-	24,683	-	-	-	24,683
Fund balances:												
Restricted	172,825	118,045	-	143,516	90,540	70,981	375,551	480,245	-	476,994	876,852	2,805,549
Assigned	-	-	-	-	-	-	-	-	48,331	-	-	48,331
Unassigned (deficit)	-	-	(4,495)	-	-	-		-	-	-	-	(4,495)
Total fund balances	172,825	118,045	(4,495)	143,516	90,540	70,981	375,551	480,245	48,331	476,994	876,852	2,849,385
Total liabilities, deferred inflows and fund balances	$ 173,625	$ 118,045	$ -	$ 148,255	$ 90,540	$ 82,981	$ 382,622	$ 504,928	$ 48,331	$ 478,573	$ 1,067,629	$ 3,095,529

Combining Statement of Revenues, Expenditures, and Changes in Fund Balance – Non-Major Governmental Funds – Year Ended June 30, 2022

	SPECIAL REVENUE FUNDS							DEBT SERVICE FUND	CAPITAL PROJECT FUNDS			
	PUBLIC SAFETY FUND	E911 FUND	CDBG FUND	JUVENILE FUND	CEMETERY FUND	BETHANY DEVELOPMENT AUTHORITY	BETHANY ECONOMIC DEVELOPMENT AUTHORITY	G.O. BOND SINKING FUND	STREET/PARK CIP FUND	CAPITAL IMPROVEMENT FUND	LIBRARY GO BONDS	TOTALS
REVENUES												
Taxes	$ -	$ 50,258	$ -	$ -	$ -	$ -	$ -	$ 510,977	$ -	$ 1,006,137	$ -	1,567,372
Intergovernmental	33,170	-	-	-	-	-	-	-	-	-	-	33,170
Charges for services	98,283	-	-	-	11,700	-	-	-	-	-	-	109,983
Investment income	-	-	-	-	-	-	1,149	1	2	780	1,738	3,670
Fines and forfeitures	81,990	-	-	-	-	-	-	-	-	-	-	81,990
Miscellaneous	3,222	-	-	-	-	-	-	-	20	-	-	3,242
Total revenues	216,665	50,258	-	-	11,700	-	1,149	510,978	22	1,006,917	1,738	1,799,427
EXPENDITURES												
Current:												
Public safety	86,275	986	-	-	-	-	-	-	-	-	-	87,261
Economic development	-	-	-	-	-	20,000	40,069	-	-	-	-	60,069
Culture and recreation	-	-	-	-	-	-	-	-	-	-	7,000	7,000
Capital Outlay	-	-	-	-	-	-	4,500	-	-	1,244,903	-	1,249,403
Debt Service												
Principal retirement	-	-	-	-	-	-	-	430,000	-	-	-	430,000
Interest and fiscal charges	-	-	-	-	-	-	-	142,475	-	-	-	142,475
Total Expenditures	86,275	986	-	-	-	20,000	44,569	572,475	-	1,244,903	7,000	1,976,208
Revenues over (under) expenditures	130,390	49,272	-	-	11,700	(20,000)	(43,420)	(61,497)	22	(237,986)	(5,262)	(176,781)
OTHER FINANCING SOURCES (USES)												
Transfers in	-	-	-	-	-	-	75,000	-	-	50,000	-	125,000
Transfers out	(317,000)	-	-	-	-	-	(2,000)	-	-	-	-	(319,000)
Total other financing sources (uses)	(317,000)	-	-	-	-	-	73,000	-	-	50,000	-	(194,000)
Net change in fund balances	(186,610)	49,272	-	-	11,700	(20,000)	29,580	(61,497)	22	(187,986)	(5,262)	(370,781)
Fund balances - beginning	359,435	68,773	(4,495)	143,516	78,840	90,981	345,971	541,742	48,309	664,980	882,114	3,220,166
Fund balances - ending	$ 172,825	$ 118,045	$ (4,495)	$ 143,516	$ 90,540	$ 70,981	$ 375,551	$ 480,245	$ 48,331	$ 476,994	$ 876,852	$ 2,849,385

Combining Schedule of Net Position – Public Works Authority Accounts – June 30, 2022

	Bethany Public Works Authority Accounts			
	BPWA	Water System Improvement	Meter Deposit	Total
ASSETS				
Current assets:				
Cash and cash equivalents	$ 503,581	$ 3,730,386	$ -	$ 4,233,967
Cash and cash equivalents, restricted	1,140,470	-	643,653	1,784,123
Investments	1,012,992	-	-	1,012,992
Accounts receivable, net	808,793	-	-	808,793
Other receivable	529,000	-	-	529,000
Accrued interest receivable	240	-	-	240
Due from other funds	3,981,822	-	-	3,981,822
Total current assets	7,976,898	3,730,386	643,653	12,350,937
Non-current assets:				
Lease receivable	1,895,906	-	-	1,895,906
Net pension asset	1,337,276	-	-	1,337,276
Investment in joint venture	4,755,780	-	-	4,755,780
Capital assets:				
Land, construction in progress, and water rights	170,058	-	-	170,058
Other capital assets, net of accumulated depreciation	24,417,737	-	-	24,417,737
Total non-current assets	32,576,757	-	-	32,576,757
Total assets	40,553,655	3,730,386	643,653	44,927,694
DEFERRED OUTFLOW OF RESOURCES				
Deferred amounts related to pension	221,399	-	-	221,399
Deferred amounts related to OPEB	261,393	-	-	261,393
Total deferred outflows of resources	482,792	-	-	482,792
LIABILITIES				
Current liabilities:				
Accounts payable and accrued liabilities	509,836	-	-	509,836
Wages payable	40,627	-	-	40,627
Due to other governments	92,085	-	-	92,085
Accrued interest payable	71,547	-	-	71,547
Accrued compensated absences	16,752	-	-	16,752
Refundable deposits	-	-	64,056	64,056
Notes payable	1,591,816	-	-	1,591,816
Total current liabilities	2,322,663	-	64,056	2,386,719
Non-current liabilities:				
Accrued compensated absences	150,762	-	-	150,762
Total OPEB liability	428,411	-	-	428,411
Refundable deposits	-	-	577,080	577,080
Notes payable	6,810,502	-	-	6,810,502
Total non-current liabilities	7,389,675	-	577,080	7,966,755
Total liabilities	9,712,338	-	641,136	10,353,474
DEFERRED INFLOW OF RESOURCES				
Deferred amounts related to pensions	1,430,169	-	-	1,430,169
Deferred amounts related to leases	1,877,389	-	-	1,877,389
Deferred amounts related to OPEB	106,248	-	-	106,248
Total deferred inflows of resources	3,413,806	-	-	3,413,806
NET POSITION				
Net investment in capital assets	16,610,811	-	-	16,610,811
Restricted for debt service	643,727	-	-	643,727
Restricted for other purposes	-	3,730,386	-	3,730,386
Unrestricted	10,655,765	-	2,517	10,658,282
Total net position	$ 27,910,303	$ 3,730,386	$ 2,517	$ 31,643,206

Combining Schedule of Revenues, Expenses and Changes in Net Position – Public Works Authority Accounts - Year Ended June 30, 2022

	Bethany Public Works Authority Accounts			
	BPWA	Water System Improvement	Meter Deposit	Total
REVENUES				
Charges for services	$ 9,981,777	$ -	$ -	$ 9,981,777
Total operating revenues	9,981,777	-	-	9,981,777
OPERATING EXPENSES				
Personal services	1,559,295	-	-	1,559,295
Materials and supplies	754,291	-	-	754,291
Other services and charges	2,596,770	-	-	2,596,770
Depreciation expense	1,302,865	-	-	1,302,865
Total operating expenses	6,213,221	-	-	6,213,221
Operating income	3,768,556	-	-	3,768,556
NON-OPERATING REVENUES (EXPENSES)				
Investment income	165,825	-	126	165,951
Miscellaneous	144,005	-	-	144,005
Interest expense and fiscal charges	(257,872)	-	-	(257,872)
Total non-operating revenue (expenses)	51,958	-	126	52,084
Income before contrbutions and transfers	3,820,514	-	126	3,820,640
Captial contributions	542,168	-	-	542,168
Transfers in	5,762,304	3,730,386	-	9,492,690
Transfers out	(12,142,565)	-	-	(12,142,565)
Change in net position	(2,017,579)	3,730,386	126	1,712,933
Total net position - beginning	29,927,882	-	2,391	29,930,273
Total net position - ending	$ 27,910,303	$ 3,730,386	$ 2,517	$ 31,643,206

SINGLE AUDIT AND INTERNAL CONTROL AND COMPLIANCE INFORMATION

Elfrink and Associates, PLLC
Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Honorable Mayor and City Council
City of Bethany, Oklahoma

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the City of Bethany, Oklahoma ("City"), as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise City's basic financial statements, and have issued our report thereon dated December 28, 2022.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

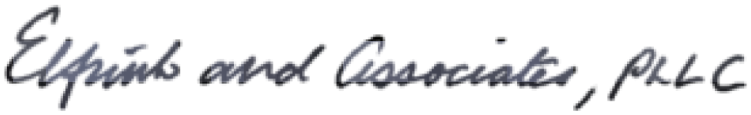
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Elfrink and Associates, PLLC

Tulsa, Oklahoma
December 28, 2022

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Honorable Mayor and City Council
City of Bethany, Oklahoma

Report on Compliance for Each Major Federal Program

We have audited City of Bethany, Oklahoma's ("City") compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of City's major federal programs for the year ended June 30, 2022. The City's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the City's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of City's compliance.

Opinion on Each Major Federal Program

In our opinion, the City of Bethany, Oklahoma complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended June 30, 2022.

Other Matters

The results of our auditing procedures disclosed no instance of noncompliance which is required to be reported in accordance with the Uniform Guidance.

Report on Internal Control over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal

program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the

effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

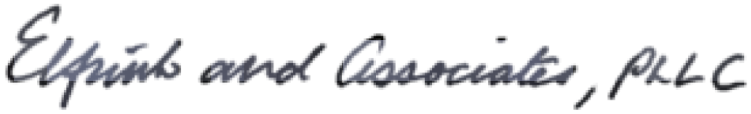
A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by Uniform Guidance

We have audited the financial statements of the governmental activities, each major fund and the aggregate remaining fund information of the City as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated December 28, 2022, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statement that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.



Elfrink and Associates, PLLC

Tulsa, Oklahoma

December 28, 2022

CITY OF BETHANY, OKLAHOMA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE FISCAL YEAR ENDED JUNE 30, 2022

Federal Grantor/Pass Through Agency Grantor/Program Title	Federal CFDA# Number	Pass-through Identifying Number	Federal Expenditures
FEDERAL AWARDS:			
U. S. DEPARTMENT OF JUSTICE:			
Passed through the Oklahoma District Attorneys Council			
Bulletproof Vest Partnership Program	16.738	JAG-LLE-2021-BETHANY-CI-00052	$8,172
Total US Department of Justice			8,172
US DEPARTMENT OF TRANSPORTATION			
Passed through the Oklahoma Department of Highway Safety			
State and Community Highway Safety	20.600	PT-22-03-02-08	33,165
Total US Department of Transportation			33,165
U. S. DEPARTMENT OF HOMELAND SECURITY			
Passed through the Oklahoma Department of Emergency Management			
Disaster Grants - Public Assistance	97.036	FEMA DR 4575	1,474,980
Total US Department of Homeland Security			1,474,980
TOTAL FEDERAL AWARDS			$1,516,317

Note 1. Basis of Presentation

This schedule includes the federal grant activity of the City of Bethany, Oklahoma under programs of the federal government for the year ended June 30, 2022. The information in this schedule is presented in accordance with the requirements of the Office of Management and Budget (OMB) Uniform Guidance. Because the schedule presents only a selected portion of the operations of the City of Bethany, Oklahoma, it is not intended to and does not present the financial position, changes in net position or cash flows of the City of Bethany, Oklahoma.

Note 2. Summary of Significant Accounting Policies

Expenditures reported on the Schedule of Expenditures of Federal Awards are reported on the modified accrual basis of accounting which may be different from other information contained in the City's financial statements.

Note 3. De Minimis Indirect Cost Rate

The 10% de minimis indirect cost rate as covered in 2 CFR section 200.414 of the Uniform Guidance was not used as the programs listed above were not eligible for indirect cost reimbursement.

City of Bethany
Schedule of Findings and Questioned Costs Year Ended June 30, 2022

Summary of Auditors' Results

1. The opinion expressed in the independent accountants' report was:

   ☒ Unmodified ☐ Qualified ☐ Adverse ☐ Disclaimed

2. The independent accountants' report on internal control over financial reporting described:

   Significant deficiencies? ☐ Yes ☒ None Reported

   Material weaknesses? ☐ Yes ☒ No

3. Noncompliance considered material to the financial statements was disclosed by the audit? ☐ Yes ☒ No

4. The independent accountants' report on internal control over compliance for major federal awards programs described:

   Significant deficiencies? ☐ Yes ☒ None Reported

   Material weakness? ☐ Yes ☒ No

5. The opinion expressed in the independent accountants' report for major federal awards was:

   ☒ Unmodified ☐ Qualified ☐ Adverse ☐ Disclaimed

6. The audit disclosed findings required to be reported by Uniform Guidance? ☐ Yes ☒ No

7. The City's major program was:

Program	CFDA Number
Disaster Grants – Public Assistance	97.036

8. The threshold used to distinguish between Type A and Type B programs as those terms are defined in the Uniform Guidance was $750,000.

9. Auditee qualified as a low-risk auditee as that term is defined in the Uniform Guidance. ☐ Yes ☒ No

Status of Previous Year's Findings

There were no findings in the previous year's report

Agenda: 02/07/2023
Item: 8

BETHANY CITY COUNCIL

From: Elizabeth Gray, City Manager
Date: February 7, 2023
Subject: Presentation regarding a proposed project between the City of Bethany and Southern Nazarene University regarding Rt. 66/39th Expressway Improvements from N. Asbury Street to N. Redmond Avenue. This project will allow a 3-way partnership between the Oklahoma Department of Transportation (ODOT), Southern Nazarene University (SNU) and the City of Bethany (COB). Improvements will include installation of sidewalks, removal of on street parking on the North side of SH 66 and adding sidewalks, crossings and new decorative pedestrian and traffic signals.

BACKGROUND

On January 31, 2023, the Traffic Committee met and received information regarding an opportunity to partner with ODOT and SNU to receive much needed improvements to the SH 66 corridor that runs through Bethany. This project will allow the City of Bethany, Southern Nazarene University, and the Oklahoma Department of Transportation to make improvements, modifications, and repairs to a portion of SH 66 on the NW 39th Expressway from N. Asbury Street to N. Redmond Avenue. This construction project will remove on street parking on the North side of SH 66, install sidewalk and ADA compliant ramps and crossings, and new decorative pedestrian and traffic signals at the intersections of N. Asbury Ave, N. College Ave., and N. Peniel Ave. This project requires a 25% match from the COB of $507,401.70. SNU is agreeing to pay $365,289.22 ODOT will pay the remainder. The cost breakdown is as follows:

365,289.22	SNU
142,112.48	COB
1,522,205.10	ODOT
2,029,606.80	**Project total**

The City of Bethany is grateful for consideration by the Oklahoma Department of Transportation for allowing the City of Bethany to enter this funding cycle. We are thankful for the contributions by the Oklahoma Department of Transportation and Southern Nazarene University for these much needed improvements to Bethany's infrastructure and corridor enhancements to SH 66.

RECOMMENDATION

1. No action- presentation for educational purposes only.

ADDITIONAL COMMENTS. The Traffic Committee met on 1/31/23 and recommended council receive a presentation at this meeting and recommends approval of this project at the February 21st council meeting.

Agenda: 02/07/2023
Item: 9

BETHANY CITY COUNCIL

From: Amanda McCellon, Comm. Dev. Director
Date: January 24, 2023
Subject: Consider a request by Donald Thoreson, Applicant and Property Owner for special permission that will allow for the construction of a 720 sq. ft. accessory structure at 3704 N. Rockwell Ave.

BACKGROUND

Attached are the minutes and staff report from the Planning and Zoning Commission meeting of January 19, 2023. Motion was made by Robert Helton, seconded by James Clemmer to recommend approving the proposed accessory building contingent upon location meeting the side and rear yard setbacks. The votes are as follows: AYE- Charles Snyder, Justin Peck, Ron Crouch, Steve Marx, Robert Helton, Kent Lynn, James Clemmer. NAY- None. ABSTAIN- None. The motion carried unanimously 7 - 0.

RECOMMENDATION

Recommend approving the proposed accessory building contingent upon location meeting the side and rear yard setbacks.

ADDITIONAL COMMENTS



MINUTES
CITY OF BETHANY
PLANNING AND ZONING COMMISSION
JANUARY 19, 2023

MEMBERS PRESENT:	Charles Snyder, Chair Justin Peck, Vice-Chair Ronald Crouch Robert Helton James Clemmer Kent Lynn Steve Marx
MEMBERS ABSENT:	None
STAFF PRESENT:	Ray Jones, City Attorney Amanda McCellon, Comm. Dev. Director Brendan Summerville, Comm. Dev. Associate Linda Hlinicky, Adm. Assistant

NOTICE: Agenda posted in the lobby and on the front door of Bethany City Hall, 6700 NW 36th St., Bethany, OK 73008 on Thursday, January 12, 2023, at 11:00 a.m.

Charles Snyder, Chair called the meeting to order. Ron Crouch gave the invocation. Motion was made by James Clemmer, seconded by Justin Peck to approve the October 6, 2022 Planning and Zoning Minutes as mailed. The votes are as follows: AYE- Charles Snyder, Justin Peck, Ron Crouch, Steve Marx, Robert Helton, Kent Lynn, James Clemmer. NAY- None. ABSTAIN- None. The motion carried unanimously 7 – 0.

ITEM 1: **PC 22-06**
Consider a request by Donald Thoreson, applicant and property owner, for special permission that will allow for the construction of a 720 sq. ft. accessory structure at 3704 N. Rockwell Ave.

LEGAL DESCRIPTION: Sect. 16-T12N-R4W SW Qtr., Riker Sub Blk 20 000 000 Lot 7 Ex. W. 7'.
(Item to be heard by City Council on February 7, 2023.)

ACTION: Brendan Summerville, Comm. Dev. Associate presented the staff report to consider a request by Donald Thoreson, applicant and property owner, for special permission that will allow for the construction of a 720 sq. ft. accessory structure at 3704 N. Rockwell Ave. He presented the lot characteristics and zoning for 3704 N. Rockwell Ave.; and the zoning of the surrounding properties. The initial application from the applicant showed the accessory building within 3 feet of the side yard and 5 feet of the rear yard setback. Brendan Summerville, Comm. Dev. Associate stated the applicant has acknowledged the accessory building may not be constructed within the property setbacks.

The City Engineer has stated that runoff on the property will likely increase by fifteen percent from 1.3 cubic feet per second to 1.5 cubic feet per second. That is an increase to the property itself and not to the overall area.

Charles Snyder, Chair asked if the city has received any public comment about the proposed accessory building.

Brendan Summerville, Comm. Dev. Associate stated no one has reached out to the city.

Mr. Thoreson, Applicant was present. He stated he understands he has to stay at least 20 feet off the rear yard setback and 5 feet off the side yard setback.

Motion was made by Robert Helton, seconded by James Clemmer to recommend approving the proposed accessory building contingent upon location meeting the side and rear yard setbacks. The votes are as follows: AYE – Charles Snyder, Justin Peck, Ron Crouch, Steve Marx, Robert Helton, Kent Lynn, James Clemmer. NAY- None. ABSTAIN- None. The motion carried unanimously 7 – 0.

Motion was made by Steve Marx, seconded by James Clemmer to adjourn. The motion carried unanimously 7 – 0.

BETHANY
Oklahoma

City of Bethany

Planning & Zoning Staff Report

January 19, 2023

CASE NO: PC 22-06

Request: Consider a request by Donald Thoreson, property owner and applicant, for special permission to construct a 720 ft² accessory structure at 3704 N Rockwell Ave.

Applicant: Donald Thoreson, property owner.

Legal Description: Sect. 16-T12N-R4W SW Qtr., Riker Sub Blk 20 000 000 Lot 7 EX W7ft

Current Zoning: R-1 (Single-Family Residential)

Proposed Accessory Structure: 720 ft² accessory structure

Surrounding Zoning:

Direction	Zoning
North	R-1
South	R-1 & C-G
East	R-1
West	R-1 & C-G

Table 1

Building Characteristics:

	Proposed Structure	Primary Structure
Use	Accessory Structure	Single-Family Dwelling
Area (ft²)	720	1,060
Height (ft)	10	15 ½
Roof Pitch	12 ½	5.6: 12
Roof Material	Metal	Asphalt Shingle
Exterior Wall Covering	Metal	Brick

Table 2

Background:

The applicant seeks special permission to construct an accessory structure at 3704 N Rockwell Ave. The lot is sized at 50 ft wide and 182.55 ft deep (0.21 Acres) with a 1060 ft² primary structure occupying 11.6% of the lot. The proposed structure would

measure 24 ft in width & 30 ft in length to yield an area of 720 ft^2, which exceeds the allowable limit of an accessory structure (240 ft^2) thus requiring special permission.

Analysis:

The proposed structure exceeds the 240 ft^2 limit (§150.007) for accessory structures. Under the terms of special permits, the proposed building may have up to 10% of the total property or 50% of the dwelling space (§158.044). At 720 ft^2 the proposed structure meets the former of the two requirements, thus meeting the building area requirements.

The accessory structure does not exceed the height of the primary structure, however, the roof pitch of the accessory structure matches neither of the major roof pitches of the primary structure. §158.044 states that the roof pitch *should* be the same as the predominant roof pitch of the primary structure. The exterior & roofing materials of the accessory structure will be made of steel, while the primary structure consists of wooden siding & asphalt shingles for its construction.

Should special permission be granted, it should be noted that this accessory structure would be deemed a "permanent structure." This means that this building must comply with all setback requirements applicable to the primary building (§158.020.02, Note 4d). The proposed structure will fit within the setbacks of the property. Additionally, the accessory structure would not be allowed to be constructed atop utility easements. In the drawings supplied with the application to staff, the proposed structure would sit within the rear and side (south) setbacks, however, the applicant has stated that they will move it to an appropriate spot should permission be granted.

Required Action: Hold a public hearing to provide a recommendation to either approve or deny the applicant's request for a special permit that would allow for the construction of a 720 ft^2 accessory structure.

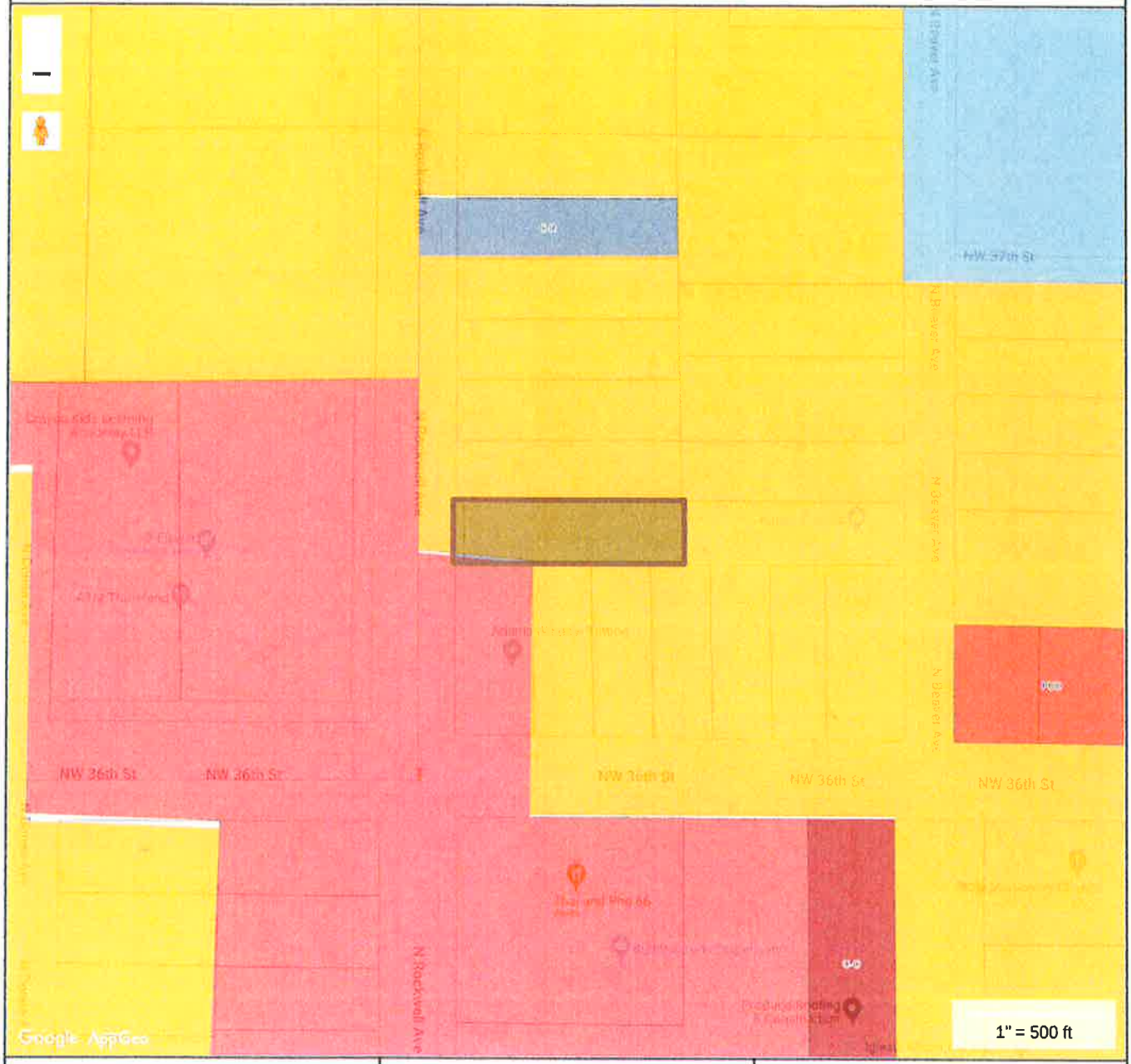
Attachments:

- Aerial Photographs
- Zoning Map
- Certified Owners List
- Application Documents
- Public Notification



Bethany, Oklahoma January 12, 2023

PC 22-06 Zoning Map



ZONING CODE LEGEND

- A
- CBD
- C-G
- C-H
- C-S
- C-N
- C-O
- C-R
- E-I
- I-L
- I-R
- PUD
- PRD
- R-1
- R-2
- R-M
- RMO
- RHP

MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

Bethany, Oklahoma makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Print map scale is approximate. Critical layout or measurement activities should not be done using this resource.

NOTICE OF PUBLIC HEARING

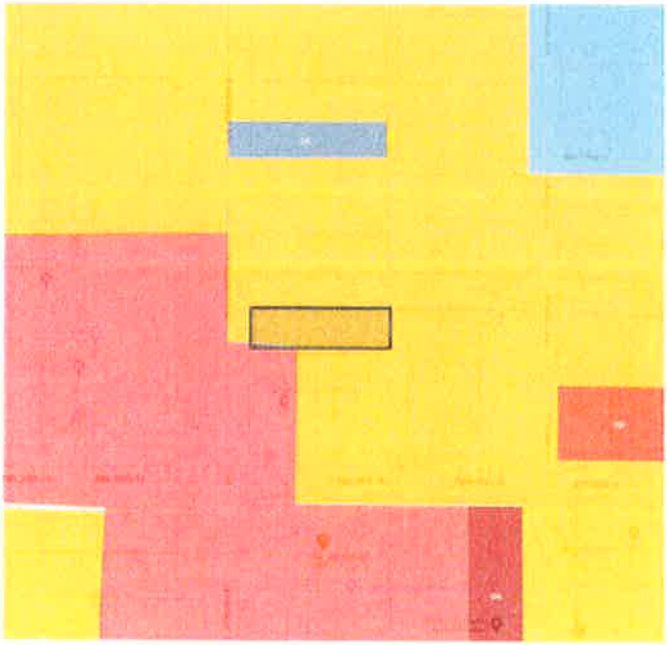
On January 19, 2023, at 7:00 p.m. the Bethany Planning and Zoning Commission will during its regular session hold a public hearing at Bethany City Hall at 6700 NW 36th St., Bethany, OK 73008 for the following: Consider a request by Donald Thoreson, applicant & property owner, for special permission that will allow for the construction of a 720ft² accessory structure at 3704 N Rockwell Ave., Bethany, OK.

Following the public hearing the Bethany Planning & Zoning Commission will vote on the request and forward a recommendation to the Bethany City Council, which in turn will hear this case on February 7, 2023, at 7:30 p.m. After this meeting, there will be a second public hearing with the Bethany City Council, and a vote to approve or deny the request will be held.

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.

LEGAL DESCRIPTION:

Sect 16-T12N-R4W Qtr SW Riker Resub BLK 20 000 000 LOT 7 EX W7FT



BETHANY
Oklahoma

Department of Planning & Community Development

December 22, 2022

NOTICE OF HEARING

PLANNING & ZONING COMMISSION AND CITY COUNCIL

Dear Property Owner:

This notice is to inform you that a neighboring property owner has filed an application with the Bethany Planning Department for a special permit to construct an accessory structure on their property. All special permit applications within the city limits are reviewed by the Planning and Zoning Commission at a public hearing to determine whether the proposal is in conformity with the Comprehensive Plan for the City of Bethany.

We would like to emphasize that the Planning and Zoning Commission does not make the final decision on whether or not to approve the application; it simply makes recommendations on zoning & special permit matters to the City Council. The final decision is made by the City Council in a second hearing.

Attached to this notice is information on the hearing dates, the location of the property, and the zoning of the property. During the public hearings, the applicant for the zoning change presents his case, and all interested property owners in the surrounding area are invited to appear and state whether they are for or against the proposal.

Your participation in these proceedings can affect the outcome.

If you have any questions regarding this notice, please contact the Community Development Director. Call (405) 789-6005.

SECRETARY,
PLANNING AND ZONING COMMISSION

ZONING CASE INFORMATION

A. Rezoning Proposal

1. Case No.: PC 22-06

2. Location of Property: 3704 N Rockwell. Bethany, OK

3. Legal Description: Sect 16 T12N-R4W, SW Qtr., Riker Resub BLK 20 000 000 LOT 7 EX W7FT

4. Present Zoning: R-1 (Single Family Residential)

5. Applicant's Request: Special Permission to construct a 720ft^2 accessory structure.

B. Hearing Schedule

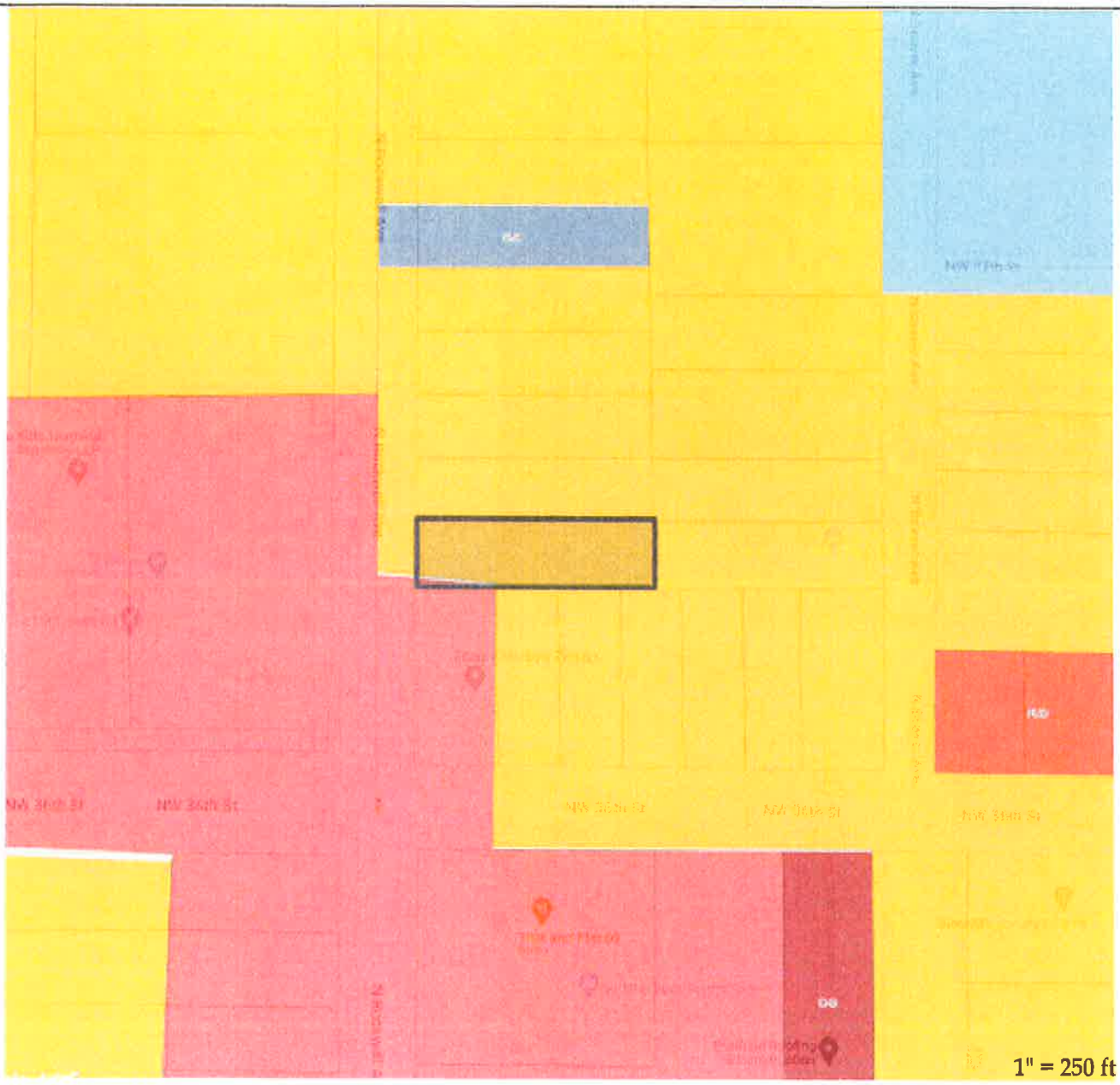
1. The Planning and Zoning Commission hearing on the proposed rezoning will be held on **January 19, 2023** at **7:00 P.M.** At this hearing, any interested citizen will have the opportunity to speak to the Commission concerning the proposed zoning change. The Commission will vote on whether to recommend approval or disapproval of the proposed rezoning. **IF YOU HAVE AN OPINION ON THE APPLICATION, YOU SHOULD ATTEND THIS HEARING.**

2. The City Council Hearing will be held on **February 7, 2023** at **7:30 P.M.** At this hearing, any interested citizens will have the opportunity to speak to the City Council concerning the request. The City Council will vote either to adopt or reject the proposed rezoning ordinance. **IF YOU HAVE AN OPINION ON THE APPLICATION, YOU SHOULD ATTEND THIS MEETING.**

C. Location of Hearings

Both the Planning and Zoning Commission and City Council hearings will be held in the Bethany City Hall Council Chamber located at 6700 NW 36th St.

PC 22-06



ZONING CODE LEGEND

A	C-R	R-2
CBD	E-I	R-M
C-G	I-I	RMH
C-H	I-R	RHP
C-S	PUD	
C-N	PRD	
C-O	R-1	

***The property subject to this case is outlined in black.**

MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

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Print map scale is approximate. Critical layout or measurement activities should not be done using this resource.

City of Bethany
Residential
Accessory Structure Application

RECEIVED NOV 0 2022 BY

Application must be completed in INK. If submitting plans, provide THREE copies. Submit Application via fax at (405)789-6093, Email to Construction.Application@BethanyOK.org or submit in person at 6700 NW 36th st., Bethany OK 73008. Contact Community Development at (405)789-6005. Use back or additional sheet if necessary.

Property Information

Site Address or Legal Description:

Owner Name: Donald M. Thoreson		Owners Phone: 405-990-7258	
Address: 3704 N. Rockwell	City: Bethany	State: Ok	ZIP Code: 73008

Description of Project

Provide drawing with dimensions and location(s).	Square Feet: 720	Height: 10'
Proposed Use: Storage		Valuation of Job: $ 15,000
		Size of property: 52' x 187'

Contractor/Contact Information if different than owner

Contact's Name: Amanda Bittle			Phone: 405-596-3221
Business Name: Bit Co structures			
Address: 24226 State Hwy 76	City: Blanchard	State: OK	ZIP Code: 73010

Subcontractor Trade	Business Name	State License Number	Contact Number
€ Electrical			
€ Plumbing			
€ Mechanical/HVAC			
€ Roof			

Note:

The owner and or applicant are responsible for compliance with any and all building codes, City Ordinances, and restrictive covenants. City staff cannot authorize variances in building codes, City Ordinances, or restrictive covenants. Being issued a building permit is not a variance from any building code, City Ordinance, or restrictive covenant. The owner and/or applicant must verify all data and plans for compliance with any applicable requirement. (Rev. 9-6-01)

We, the undersigned, being the owners or legal agents for the owners of more than fifty-one percent of the following described property, do hereby make application and petition the City Council to approve the special use permit as hereinafter requested

Applicant Name: Donald M. Thoreson	Applicant Phone: 405-990-7258
Applicant Address: 3704 N. Rockwell Bethany OK 73008	
Signature of Applicant: Donald M. Thoreson	Date: 12-2-1922

FOR OFFICE USE ONLY

€ No Special Use Needed			€ Special Use Permit Needed	
€ Valid License	€ Insurance	Zoning:	Permit Fee:	Flood Zone:
Approved By:				Date:
Permit Number:	Date permit issued:			Receipt Number:

156.15 DEFINITION: ACCESSORY STRUCTURE. A STRUCTURE which is on the same parcel of property as the principal STRUCTURE and the use of which is incidental to the use of the principal STRUCTURE. Examples of ACCESSORY STRUCTURES include but are not limited to garages and storage sheds.

150.007 STRUCTURES OVER EASEMENTS OR RIGHTS-OF-WAY.

Section 3201 of the Building Code is amended to include:

A. No permanent structure shall be located, constructed, placed or erected on a public easement or right-of-way; provided, portable buildings on skids or platforms, fences, driveways and other structures not permanently affixed to the ground shall not be prohibited by this section. For purposes of this section, "public easement or right-of-way" means any easement or right-of-way dedicated to the public for any purpose, whether recorded or not, "permanent structure" means anything which requires location on the ground or which is attached to something having location on the ground.

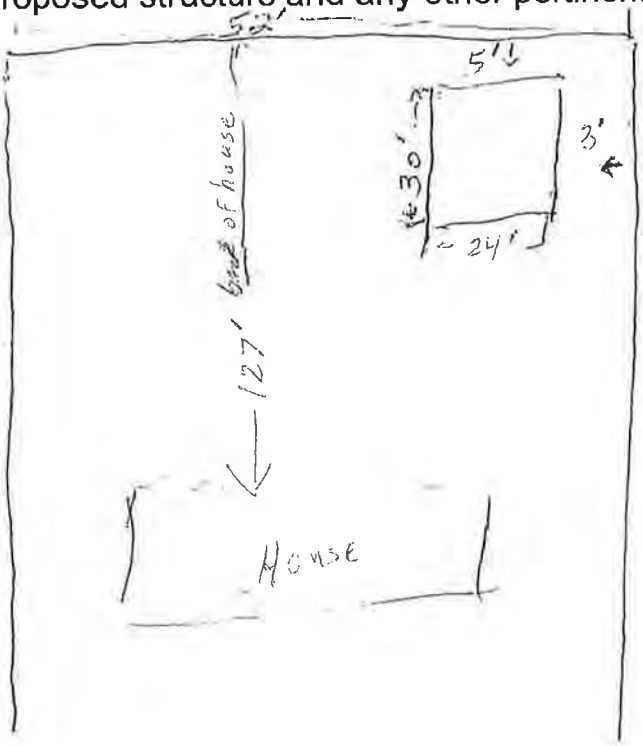
B. Non-permanent accessory buildings not exceeding 240 square feet in size and encroaching on a public easement or right-of-way as provided in (A) above shall be constructed on skids or platforms allowing the entire structure to be moved by connecting a towing or winching device to the platform or skids.

C. All accessory buildings in excess of 240 square feet in size shall be considered permanent structures and shall be located on a permanent footing. These accessory buildings shall not be located over utility easements or rights-of-way.

D. No building permanent, portable or non-permanent shall be located over any gas line.

E. Non-permanent, portable buildings may be located in the side yard setback, but no part of the building including any roof overhang shall extend beyond the property line of the property on which the building is located

Please provide a drawing to include distances from house, property lines, width and length of proposed structure and any other pertinent information.



Have you been advised that an accessory building cannot be used for a home-based business?	(Yes)	No
Have you located utility lines at the site? If no, please call OKIE at 1800-522-OKIE	Yes	No
Will the building have a garage door? If yes, what direction will it face? West	(Yes)	No
Will you be paving a driveway to the building?	Yes	(No)
Will you be installing a privacy fence or any other type of screening?	Yes	(No)
Will the color/exterior of the building match the house?	Yes	(No)

	Accessory Building:	Primary Building:
Use	storage	Residence
Square footage	720	
Height	10'	
Roof Pitch	12 ½	
Roof Material	Metal	
Exterior wall covering	Metal	

Additional Requirements for the special use permit

1. **A current and certified list of all recoded property owners within a 300' radius of the entire boundary of the subject property. This list must be obtained from either a bonded abstractor or the County Assessor of Oklahoma County.**
2. **The fees for a Special use permit for a residential lot is $344.00 plus a public hearing fee of $150.00.**
3. **A site plan shall be included with the application.**

Special Use Permit Procedure

1. Return the application and all other required documentation to the Community Development Department. Once the application has been received and reviewed for completeness, the community Development Director will schedule your application on the next available Planning and Zoning Commission Agenda.
2. Legal Notice of the request will be published in a newspaper of general circulation in the City of Bethany, as required by State Law. At the same time, every property owner within 300' of the property will be notified by letter.
3. The Planning Staff will prepare a staff report with recommendation, which will be mailed to each member of the Planning and Zoning Commission and City Council.
4. At the next scheduled Planning and Zoning Commission meeting, your request will be considered at a public hearing. The Planning Staff will introduce your request, and you and any interested citizens will have the opportunity to speak to the Commission concerning your request. You or your representative must be present.
5. At the conclusion of the public hearing the Commissioners will, by majority vote, convey their recommendation to the City Council.
6. The City Council will then hold another public hearing to vote on the Special use Permit Ordinance. You or your representative must be present at this meeting.

FOR ACCESSORY STRUCTURES GREATER THAN 240 SQUARE FEET ONLY

Guidelines for Special use Permit

Projects that most closely follow the conditions listed below will have the most success in gaining City Council approval. The City Council will consider each project on a case by case basis. The City Council may impose specific conditions regarding location, design, operation, screening and security to assure safety, to prevent a nuisance, and to control the noxious effects of excessive sound, light, odor, dust or similar conditions. The City Council may also impose specific design requirements for accessory buildings to assure that such buildings are aesthetically compatible with the surrounding neighborhood.

For accessory building greater than 240 square feet in size the following additional conditions and restriction shall apply.

Ordinance 159.044 SPECIAL PERMIT USES.

The following uses may be allowed only as a special permit use in residential zoning districts of the city: accessory buildings larger than 240 square feet subject to such conditions as may be imposed under the approval of a special permit use.

For accessory buildings greater than 240 square feet in size, the following additional conditions and restrictions shall apply:

1. The height of the accessory building measured at its highest point shall not exceed the height of the primary building measured at its highest point;
2. The accessory building shall not be used as a dwelling unit;
3. Roof pitch of the accessory building should be the same as the predominant roof pitch of the primary structure;
4. An accessory building shall not be located on a lot not occupied by a primary building, except on lots larger than two acres in size.
5. If the primary building on a residential lot is destroyed or removed and not rebuilt within a two-year period from time of destruction or removal of the primary building, then the accessory building shall be removed.
6. Accessory building(s) approved as a special permit use under this section should not exceed in size the greater of 50% of the gross floor area of the primary building or 10% of the total recorded lot area of the lot on which the primary building is located.

Questions: The city Council shall use the following criteria to evaluate your special use permit. Please circle yes or no where indicated and provide a brief narrative if needed.

Will The proposed use be in harmony of the policies of the comprehensive plan?	(Yes)	No
Will the proposed use be in harmony with the general purpose and intent of the applicable zoning district regulations?	(Yes)	No
Will the proposed use generate pedestrian or vehicular traffic that is hazardous or in conflict with the existing and anticipated traffic in the neighborhood?	Yes	(No)
Will the facility present a health or safety hazard to neighboring properties or the community at large?	Yes	(No)
Will the facility be located in proximity to elementary or secondary public and/or private schools, or other incompatible uses?	Yes	(No)
Will the utility, drainage and other necessary public facilities to serve the proposed use meet the adopted codes of the City?	(Yes)	No

Invoice: DRAFT, Sep 30, 2022

Texwin
800-636-4700

BUILDING IMAGES



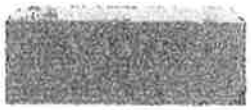
Perspective View



Front



Left Side



Right Side

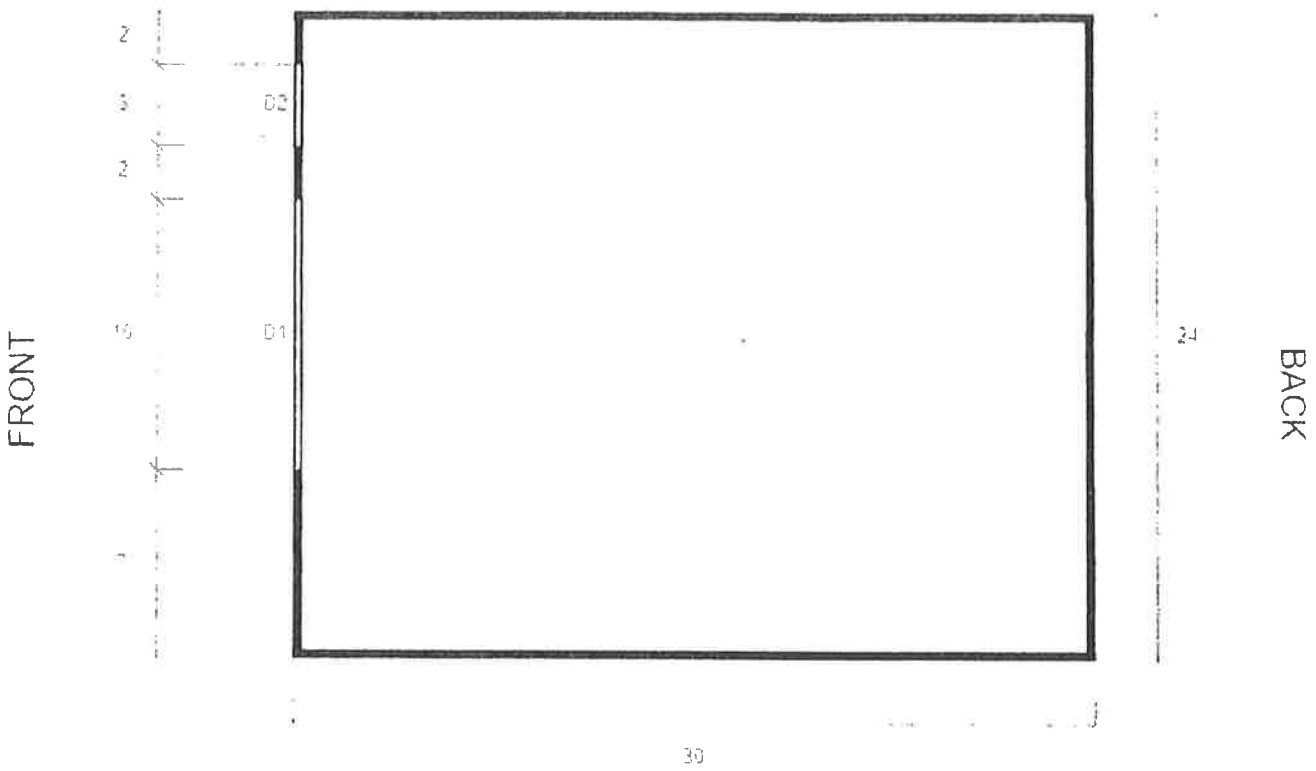


Back

Invoice: DRAFT, Sep 30, 2022

Texwin
800-636-4700

LEFT SIDE



RIGHT SIDE

SYMBOL LEGEND	
D1 10'x8' Rollup Door	D2 Walk-In Door (36x80)
Closed Wall	

Larry Stein
Oklahoma County Assessor's Office

Ownership Radius Report

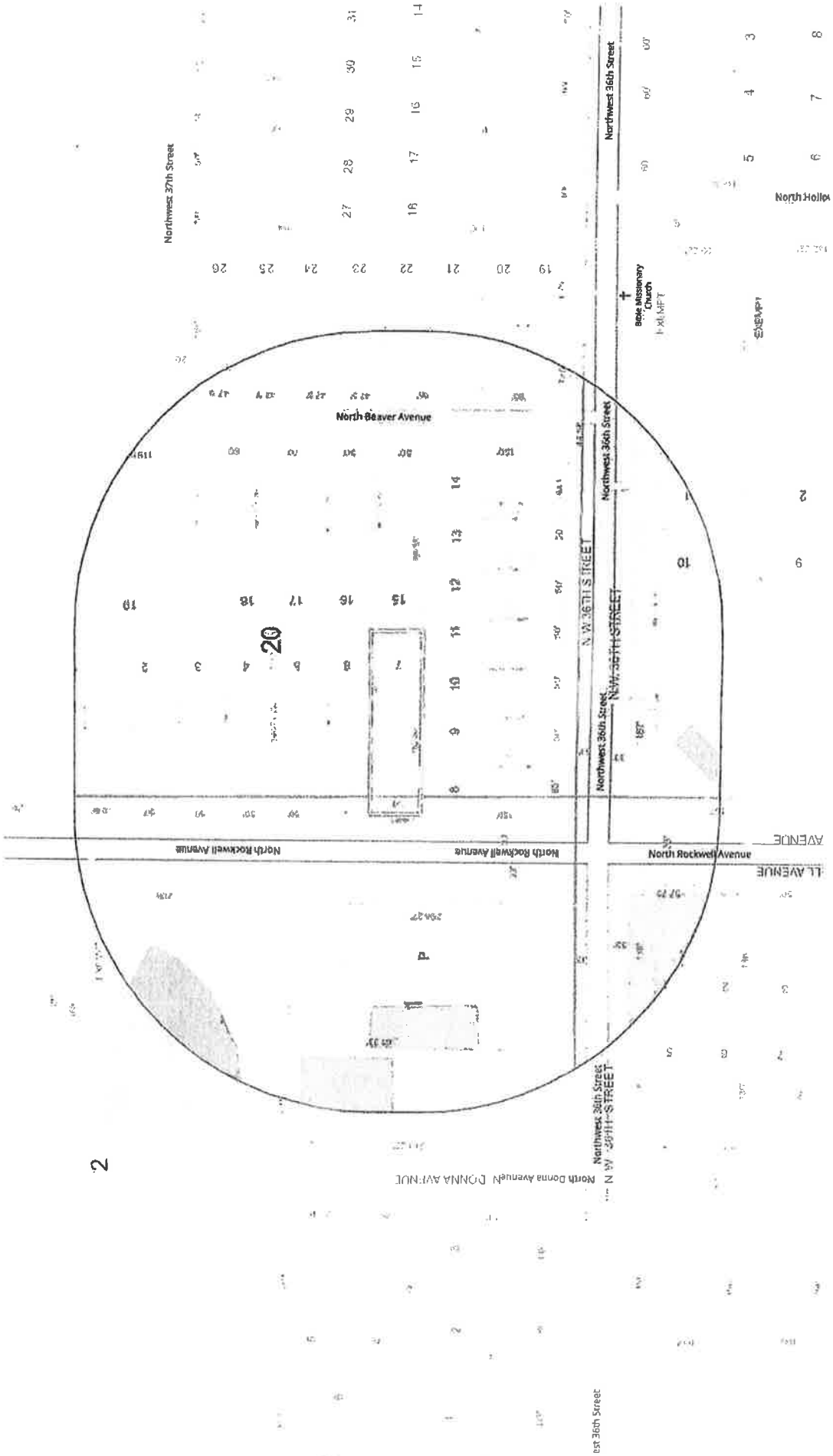
This Non-Official Report is for Account Number R170150800 and is a 300-foot radius from the outside of the polygon. If the minimum number of different owners was not reached it was extended by 100-foot increments until the required number of different owners was reached, or the maximum distance was reached. This report does not constitute a legal survey or document, for definitive description of real property and ownership; consult the deeds recorded in the Oklahoma County Clerks Office. Official Record of this Certified Radius Report will expire 30 days from the date of creation stamped on the back of this sheet.

Oklahoma County Assessor
300 ft. Radius Report
11/3/2022

accountno	name1	name2	mailingaddress1	Shape	city	state	zipcode	subname	block	lot	legal	location
R175200200	PAYNE MAX E	WESTBROOK MARY A & LANDON L	4502 CAMBRIDGE CT		SUGAR LAND	TX	77479-3947	BRYANS SUB ADDITION	000	002	BRYANS SUB ADDITION 000 002	3605 N ROCKWELL AVE BETHANY
R175200500	ALLEN SHANAN B		6639 NW 36TH ST		BETHANY	OK	73008-3420	BRYANS SUB ADDITION	000	005	BRYANS SUB ADDITION 000 005	7110 NW 36TH ST BETHANY
R175200100	PAYNE MAX ELDON		4502 CAMBRIDGE CT		SUGAR LAND	TX	77479	BRYANS SUB ADDITION	000	001	BRYANS SUB ADDITION 000 001	3607 N ROCKWELL AVE BETHANY
R175932800	THEPHACHANH JOHN D		3640 N ROCKWELL AVE		BETHANY	OK	73008	HOLLOWAY ACRES	001	000	HOLLOWAY ACRES BLK 001 LOT 000 PT LOTS 9 & 10 BEG NW/C LOT 10 TH E187FT S167FT W187FT N167FT TO BEG SUBJ TO ESMTS OF RECORD	3640 N ROCKWELL AVE BETHANY
R175932700	APEX ENTERPRISES LLC		3510 N ROCKWELL AVE		BETHANY	OK	73008	HOLLOWAY ACRES	001	000	HOLLOWAY ACRES 001 000 N66.25FT OF LOT 8 & LOTS 9 & 10 EX A TR BEG NW/C LOT 10 TH E187FT S167FT W187FT N167FT TO BEG SUBJ TO ESMTS OF RECORD	3510 N ROCKWELL AVE BETHANY
R175930750	TB HOLDINGS LLC		6001 NW EXPRESSWAY		OKLAHOMA CITY	OK	73132	HOLLOWAY ACRES	001	000	HOLLOWAY ACRES 001 000 W/2 OF W/2 OF LOTS 1 & 2 EX N17FT OF LT 1	7006 NW 36TH ST, Unit A BETHANY
R175930760	HELTON MAXINE G TRS	HELTON MAXINE LIVING TRUST	7004 NW 36TH ST		BETHANY	OK	73008-3317	HOLLOWAY ACRES	000	000	HOLLOWAY ACRES 000 000 E 1/2 OF W 1/2 OF LOTS 1 & 2	7004 NW 36TH ST BETHANY
R170364950	MATLORY PROPERTIES LLC		6800 NW 39TH EXPRESSWAY		BETHANY	OK	73008	SMITH SUB BETHANY	019	000	SMITH SUB BETHANY 019 000 W72.25FT OF LOTS 19 & 20	6917 NW 36TH ST BETHANY
R170151200	HODGE JAMES A		7013 NW 36TH ST		BETHANY	OK	73008-3316	RIKER SUB BLK 20	000	000	RIKER SUB BLK 20 000 000 LOT 11 EX S7FT	7013 NW 36TH ST BETHANY
R170151300	R & S PROPERTIES LLC		7009 NW 36TH ST		BETHANY	OK	73008-3316	RIKER SUB BLK 20	000	012	RIKER SUB BLK 20 000 012	7009 NW 36TH ST BETHANY
R170151100	DANIELS HERBERT JAMES		7017 NW 36TH ST		BETHANY	OK	73008-3316	RIKER SUB BLK 20	000	010	RIKER SUB BLK 20 000 010	7017 NW 36TH ST BETHANY
R170151400	ADAMS DARLENE K & ANDREW G		7005 NW 36TH ST		BETHANY	OK	73008-3316	RIKER SUB BLK 20	000	000	RIKER SUB BLK 20 000 000 LOT 13 EX S7FT	7005 NW 36TH ST BETHANY
R170151000	KRATZ DAVID J & JEANNE M		3700 N ROCKWELL AVE		BETHANY	OK	73008-3349	RIKER SUB BLK 20	000	000	RIKER SUB BLK 20 000 000 LOT 9 EX S7FT	7019 NW 36TH ST BETHANY
R170151500	MATLORY PROPERTIES LLC		6800 NW 39TH EXPRESSWAY		BETHANY	OK	73008	RIKER SUB BLK 20	000	000	RIKER SUB BLK 20 000 000 LOT 14 EX S7FT	7001 NW 36TH ST BETHANY
R170150900	KRATZ DAVID J & JEANNE M		3700 N ROCKWELL AVE		BETHANY	OK	73008-3349	RIKER SUB BLK 20	000	008	RIKER SUB BLK 20 000 008	3700 N ROCKWELL AVE BETHANY
R170365250	LOVELESS SHELLEY		3704 N BEAVER AVE		BETHANY	OK	73008-3332	SMITH SUB BETHANY	019	000	SMITH SUB BETHANY 019 000 LOTS 21 & 22	3704 N BEAVER AVE BETHANY

Oklahoma County Assessor
300 ft. Radius Report
11/3/2022

R170150850	CITY OF BETHANY		PO BOX 219		BETHANY	OK	73008	RIKER SUB BLK 20	000	000	RIKER SUB BLK 20 000 000 W7FT OF LOT 7 EXEMPT	0 UNKNOWN BETHANY
R170150800	THORESON DONALD MELVIN		3704 N ROCKWELL AVE		BETHANY	OK	73008	RIKER SUB BLK 20	000	000	RIKER SUB BLK 20 000 000 LOT 7 EX W7FT	3704 N ROCKWELL AVE BETHANY
R170151600	DELAO MAGDALENO MAURICIO		3705 N BEAVER AVE		BETHANY	OK	73008-3331	RIKER SUB BLK 20	000	015	RIKER SUB BLK 20 000 015	3705 N BEAVER AVE BETHANY
R170365550	MATLORY PROPERTIES LLC		6800 NW 39TH EXPRESSWAY		BETHANY	OK	73008	SMITH SUB BETHANY	019	023	SMITH SUB BETHANY 019 023	3706 N BEAVER AVE BETHANY
R170150700	BREWER & ASSOCIATES PROPERTY LLC		800 NE 63RD ST STE 101C		OKLAHOMA CITY	OK	73105	RIKER SUB BLK 20	000	006	RIKER SUB BLK 20 000 006	3706 N ROCKWELL AVE BETHANY
R170151700	HAQUE GEORGIANNA M		PO BOX 1835		BETHANY	OK	73008-1835	RIKER SUB BLK 20	000	016	RIKER SUB BLK 20 000 016	3707 N BEAVER AVE BETHANY
R170365600	JONES DIANE		3708 N BEAVER AVE		BETHANY	OK	73008-3332	SMITH SUB BETHANY	019	024	SMITH SUB BETHANY 019 024	3708 N BEAVER AVE BETHANY
R172620400	RB & MK PROPERTIES LLC		11113 WOODBRIDGE RD		OKLAHOMA CITY	OK	73072	FORREST HIGHLAND	000	000	FORREST HIGHLAND 000 000 PT OF BLK 1(AKA LOT 1) BEG 17FT N & 167FT W OF SE/C BLK 1 TH N281.33FT W105FT S281.27FT E105FT TO BEG SUBJ TO ESMTS OF RECORD	7113 NW 36TH ST BETHANY
R172620450	7 ELEVEN INCORPORATED		2021 S MACARTHUR BLVD		OKLAHOMA CITY	OK	73128-1699	FORREST HIGHLAND	000	000	FORREST HIGHLAND 000 000 PT OF BLK 1 BEG 17FT N & 17FT W OF SE/C TH W150FT N281.33FTE150FT S281.27FT TO BEG SUBJ TO ESMTS OF RECORD	3701 N ROCKWELL AVE BETHANY
R170150600	BYNUM OLIVE JEWEL TRS	BYNUM OLIVE JEWEL LIVING TRUST	3708 N ROCKWELL AVE		BETHANY	OK	73008-3349	RIKER SUB BLK 20	000	005	RIKER SUB BLK 20 000 005	3708 N ROCKWELL AVE BETHANY
R170151800	J & P UNITED LLC		3131 N EAGLE LN		BETHANY	OK	73008	RIKER SUB BLK 20	000	000	RIKER SUB BLK 20 000 000 LOT 17 & S20FT LOT 18	3709 N BEAVER AVE BETHANY
R170365900	MATLORY PROPERTIES LLC		6800 NW 39TH EXPRESSWAY		BETHANY	OK	73008	SMITH SUB BETHANY	019	025	SMITH SUB BETHANY 019 025	3710 N BEAVER AVE BETHANY
R170150500	NGUYEN TO VAN	ANH NGUYEN LONG	3710 N ROCKWELL AVE		BETHANY	OK	73008	RIKER SUB BLK 20	000	004	RIKER SUB BLK 20 000 004	3710 N ROCKWELL AVE BETHANY
R170152100	J & P UNITED LLC		3131 N EAGLE LN		BETHANY	OK	73008	RIKER SUB BLK 20	000	000	RIKER SUB BLK 20 000 000 N30FT LOT 18 & S30FT LOT 19	3711 N BEAVER AVE BETHANY
R170366300	MATLORY PROPERTIES LLC		6800 NW 39TH EXPRESSWAY		BETHANY	OK	73008	SMITH SUB BETHANY	019	026	SMITH SUB BETHANY 019 026	3712 N BEAVER AVE BETHANY
R170150400	BTM PROPERTIES LLC		6720 NW 27TH ST		BETHANY	OK	73008	RIKER SUB BLK 20	000	003	RIKER SUB BLK 20 000 003	3802 N ROCKWELL AVE BETHANY
R170150300	JDP LLC RIKER SUBDIVISION SERIES		2349 N THOMPKINS AVE		BETHANY	OK	73008-5307	RIKER SUB BLK 20	000	002	RIKER SUB BLK 20 000 002 S50FT	3800 N ROCKWELL AVE BETHANY


Northwest 37th Street
Northwest 36th Street
North Beaver Avenue
North Rockwell Avenue
North Donna Avenue
Northwest 36th Street
Northwest 36th Street
Bible Missionary Church
20

Planning & Zoning Commission Meeting

19 January 2023

PC 22-06

3704 N Rockwell Ave – Special Permission

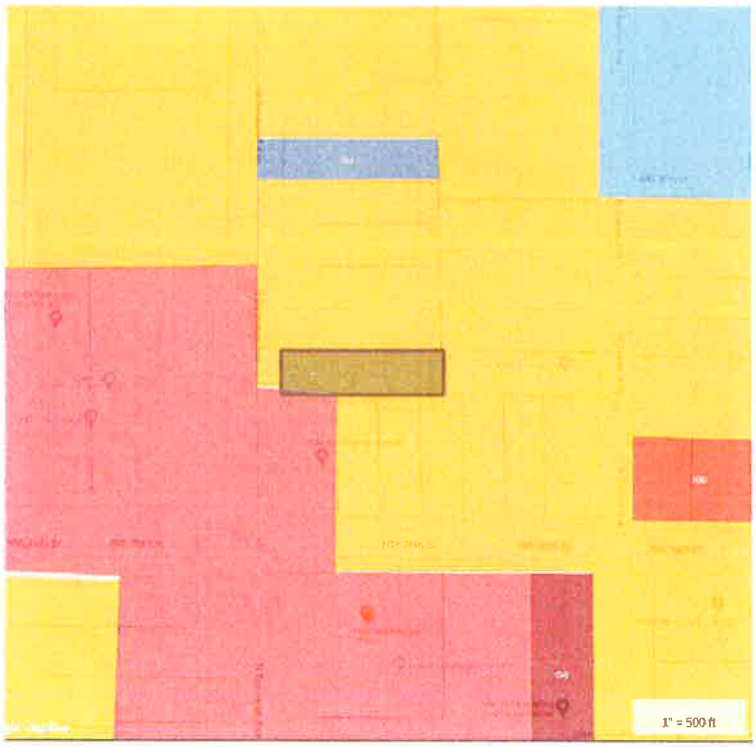
Applicant's Request

- Consider a request by Donald Thoreson, property owner and applicant, for special permission to construct a 720 ft^2 accessory structure at 3704 N Rockwell.
- The legal description is as follows:
    - Section 16-T12N-R4W SW Qtr., Riker Sub Blk 20 000 000 Lot 7 EX W7FT

Surrounding Zoning

Direction	Zoning	Use
North	R-1	Single-Family Residential
South	R-1 & C-G	Single-Family Residential & Commercial General
East	R-1	Single-Family Residential
West	R-1 & C-G	Single-Family Residential & Commercial General

Zoning Map



BETHANY Oklahoma Department of Community Development

Lot Characteristics

Width	50 ft
Depth	182.55 ft
Area	0.21 Acres (9,127.5 sq ft)
Required Build Lines (R-1)	Front: 25 ft; Side: 10 ft & 5 ft (Interior) Rear: 20 ft
Current Structure	One (1) Single-Family Dwelling Unit

Proposed Structure

	Proposed Structure	Primary Structure
Use	Garage	Single-Family Dwelling
Area (ft^2)	720	1060
Height (ft)	10	15 ½
Roof Pitch	12 ½	5.6:12
Roof Material	Metal	Asphalt Shingle
Exterior Wall Covering	Metal	Brick


N

N

Analysis & Required Action

- Proposed building exceeds allowable limit of 240 ft^2 (§150.007)
- The applicant has acknowledged that the accessory building may not be constructed within the property setbacks.
- Special Permits allow for accessory structures to be no larger than 50% of the gross floor area of the primary building or 10% of the total lot area (§158.044)
  - The proposed 720 ft^2 fits within the latter clause.
- The proposed accessory building must:
  - Not exceed the height of the primary building
  - Match or be similar in roof pitch to the primary building
  - Be held to the same applicable setback requirements of the primary building
  - Not be placed above utility easements.

BETHANY Oklahoma Department of Community Development

Agenda: 02/07/2023
Item: 10

CITY OF BETHANY

From: Elizabeth A. Gray, City Manager
Date: February 1, 2023
Subject: Professional Services Agreement -Fire station Addition-TDR Transforms

BACKGROUND

As the result of a successful General Obligation Bond election the City of Bethany is ready to commence work on an addition to upgrade the offices and living quarters at the fire station. During the campaign staff worked with TDR Transforms (Troy Rhodes, Architect) for renderings of the proposed station expansion. Staff would like to continue working with this architectural firm in order to begin work on the fire station addition.

Staff proposes amending the contract with TDR Transforms to complete work on this project.

RECOMMENDATION

1. Approve Contract Amendment #1 with TDR Transforms

ADDITIONAL COMMENTS



TRANSFORMS
TROY D. RHODES & COMPANY

January 18, 2023

Ms. Elizabeth Gray
City Manager, City of Bethany
6700 NW 36th Street
Bethany, OK 73008
(via email: elizabeth.gray@bethanyok.org)

Re: Professional Services Proposal – Amendment 1
City of Bethany – Fire Station Addition
3919 N. Rockwell
Bethany, Oklahoma

Dear Ms. Gray:

Thank you for the opportunity to present this Professional Services Proposal, Amendment 1 (to original contract dated August 5, 2021) for the City of Bethany Fire Station Addition located at 3919 N. Rockwell in Bethany, Oklahoma. Below you will find our understanding of the Project Scope as well as information about Pre-Design Consultants, our Engineering Consultants, an explanation of our Professional Fees, the Architectural Process, Reimbursable Expenses, and Contract for Services.

PROJECT SCOPE

Our understanding of the Project Scope consists of the following:

- A building addition consisting of approximately 3,900 square feet to be connected to the existing structure on the north side of the building.
- This addition will provide new living and sleeping areas for the fire department staff as well as offices space for the fire department administration.
- Outdoor area adjacent to the addition.
- Additional visitor parking near the main entry.
- Security fencing and gate surrounding the employee vehicle parking area.

It is understood that this work will be constructed through the Construction Management (at Risk) process and that the City of Bethany will select a Construction Manager to work with throughout the course of this project.

PRE-DESIGN CONSULTANTS

A current survey will be required for this project as well as geotechnical engineering (soil sampling). These pre-design consultants can be directly contracted by the City of Bethany or fall under the prime agreement. For purposes of this proposal, we have assumed they will be under the prime agreement. We have long-standing working relationships with both companies and individuals listed below and have included their proposals as attachments:

Surveryor

Smith Roberts Baldischwiler (SRB-S)
100 NE 5th Street
Oklahoma City, OK 73104
405-418-2288
www.srbok.com

Mr. Taylor Denniston, P.L.S., GISP
taylor.denniston@srbok.com

Geotechnical Engineer

ECS Southwest, LLP (ECS)
100 W. Wilshire Blvd., Suite C-7
Oklahoma City, OK 73116
405-265-5501
www.ecslimited.com

Mr. Andy Wilshire, P.E.
andy.wilshire@ecslimited.com

ENGINEERING CONSULTANTS

In addition to the Architectural and Interior Design services provided directly by Troy D. Rhodes & Company, we have teamed with the following engineering consultants that we feel will provide the best possible services for the proposed project scope. These consultants' fees are not marked up but are simply passed through to you through the prime architectural agreement. We will receive invoices from these consultants each month and will pay them directly after we receive payment from you. We have long-standing working relationships with the companies and individuals listed below and have included their proposals as attachments:

Civil Engineer

Smith Roberts Baldischwiler (SRB-C)
100 NE 5th Street
Oklahoma City, OK 73104
405-418-2288
www.srbok.com

Mr. Gary Noland, P.E.
garyn@srbok.com

Structural Engineer

Wallace Design Collective (WDC)
410 N. Walnut Avenue, Suite 200
Oklahoma City, OK 73104
405-236-5858
wallace.design

Mr. Kevin Bahner, P.E.
kevin.bahner@wallace.design

Mechanical-Electrical-Plumbing Engineer

Professional Engineering Consultants (PEC)
10921 S. Western Avenue, Suite 100
Oklahoma City, OK 73170
785-842-6464
www.pec1.com

Ms. Kelby Ewert, P.E.
kelby.ewert@pec1.com

PROFESSIONAL FEES

The professional fees to complete the Project Scope as described above are broken down in the following Fee Table showing each firm, the various phases, and the total for each firm. The time necessary to fulfill the Project Scope as described above will be billed as a percentage of completion based on the fee as shown below:

Fee Table Phases:	Pre-Design	SD	DD	CD	BNP	CA	TOTAL
SRB (Surveyor)	$5,500	--	--	--	--	--	$5,500
ECS (Geotechnical Engineer)	$3,300	--	--	--	--	--	$3,300
TDR (Architect/Int. Designer)	--	$12,825	$21,375	$29,925	$4,275	$17,100	$85,500
SRB (Civil Engineer)	--	$2,000	$3,000	$5,500	$500	$2,000	$13,000
WDC (Structural Engineer)	--	$1,500	$2,500	$4,500	$500	$2,500	$11,500
PEC (MEP Engineer)	--	$2,500	$4,000	$7,000	$500	$3,000	$17,000
TOTALS:	**$8,800**	**$18,825**	**$30,875**	**$46,925**	**$5,775**	**$24,600**	**$135,800**

The total Professional Fee to complete this project is **$135,800.00.** These fees will be invoiced monthly based on a percentage of completion. These professional fees are established for the Project Scope described above. If the Project Scope changes, an amendment will be provided for your review and approval prior to proceeding with the work. These fees include professional services for the following design disciplines:

- Surveyor
- Geotechnical Engineering
- Architecture
- Interior Design
- Civil Engineering
- Structural Engineering
- Mechanical Engineering
- Electrical Engineering
- Plumbing Engineering

The following professional services are not currently included in the scope of the work but can be added by amendment if necessary or desired:

- Signage and Wayfinding Design
- Graphic Design
- Artist Rendering or Animation
- Furniture Design, Selection, or Procurement
- Master Planning
- Landscape Architecture

ARCHITECTURAL PROCESS

The **Architectural Process** is broken down into the following sub-phases to move the process ahead in an orderly fashion through a series of three design phases (Schematic Design, Design Development, and Construction Documents) – each of which results in a more complete definition of the design – until the project is sufficiently detailed to proceed into the Bid/Negotiation/Permitting Phase and then finally into the Construction Administration Phase.

- Schematic Design Phase (SD)
    - This phase establishes the general scope, design, and scale and relationships among the components of the project. The primary objective is to arrive at a clearly defined, feasible concept and to present it in a form that achieves client understanding and acceptance. The secondary objectives are to clarify the project program, explore the most promising alternative design solutions, and provide a reasonable basis for analyzing the cost of the project.

- Design Development Phase (DD)
    - This phase is the period in which the design itself achieves the refinement and coordination necessary to transform the conceptual ideas into preliminary construction drawings that can be coordinated between the architectural and engineering disciplines and can be used to estimate the potential cost of construction more accurately. This phase is crucial in determining the basis for the Construction Documents to follow because it includes the preliminary design of architectural, interior design, civil, structural, mechanical, plumbing, and electrical systems and as well as defining the building and fire code restrictions.

- Construction Documents Phase (CD)
    - During this phase, the Construction Documents are produced and assembled as written and graphic documentation for communicating the design and administering the project. Typically, the Construction Documents include:
        - *Drawings:* documenting the architectural, civil, structural, mechanical, plumbing, and electrical design of the project.
        - *Specifications:* outlining the levels of quality and the standards to be met in the construction of the project.
        - *Contract forms and conditions:* including the form of agreement to be used between the owner and the contractor; forms for any bonds and certificates; and general conditions outlining the rights, responsibilities, and duties of the owner, the architect, and the contractor as well as others involved in the construction process.
        - *Bidding Requirements:* including the information and forms for bidding and/or pricing.

- Bid/Negotiation/Permitting Phase (BNP)
    - This phase is the transition phase between design and construction. The Construction Documents are used to negotiate with the pre-selected Construction Manager as well as to provide opportunities for Value Engineering if necessary. This is also the phase in which a building permit is applied for from the authority having jurisdiction over the project.

- Construction Administration (CA)
    - Construction Progress Meetings
      Periodic construction progress meetings will be attended, and information gathered at those meetings will be documented.
    - Construction Observation and Reporting
      Monthly reports will be written and distributed to all parties describing the status of construction and activities as well as deficiencies discovered in construction. These deficiencies will be tracked until they are resolved to everyone's satisfaction. These observations are primarily to check the construction for conformance with the Construction Documents.
    - Submittal Review and Quality Assurance
      All products and materials used during construction will be submitted to the Architect and Engineers for their review and approval prior to installation at the jobsite. This system of checks and balances allows for the final coordination of all materials and assemblies before they become part of the building.
    - Testing and Inspection Administration
      All special testing and inspection reports distributed during construction are reviewed by the Architect and Engineers. Any discrepancies found will be reported and potential remedial actions will be evaluated.
    - Supplemental Design Documentation
      Changes to the drawings during construction require meticulous record keeping. All supplemental drawings (Revisions) will be clouded, logged, and recorded so that they become a part of the official project Record Documents.
    - Evaluation of Contractor's Application and Certification for Payment
      Contractor's Application and Certification for Payment reports will be evaluated monthly to determine the accuracy of the pay request. Modifications to the request will be documented and approved by the Architect and the Owner prior to payment. This certification process safeguards the Owner against over-billing.
    - Construction Change Order Review
      All potential Change Orders will be evaluated for their accuracy prior to approval by the Architect and the Owner.
    - Contract Cost Accounting
      All monthly Application and Certification for Payment reports and all Change Orders will be documented and tracked.
    - Project Interpretations and Decisions
      It is the role of the Architect to act on behalf of the Owner when decisions regarding interpretation of the Construction Documents are required.
    - Project Closeout
      The Architect will conduct inspections to determine the Date of Substantial Completion and the Date of Final Completion. A series of project punch lists will be created and monitored for completion. The final Certificate of Payment will be approved, and all written warranties and related documents will be reviewed prior to final submission to the Owner. A one-year warranty walk-through with the Architect, Owner, and Contractor will be conducted and a written report issued.
    - Record Documents of As-Designed / As-Built Conditions
      Upon completion of the project, the Architect will prepare the Record Documents and submit those to the Owner for their internal records. These Record Documents will show all known changes to the design throughout the course of construction.

REIMBURSABLE EXPENSES

The fees described above are for Professional Services only and are exclusive of typical reimbursable expenses such as large format plotting, printing, scanning, copying, travel, mileage, jurisdictional approvals, permits, and other items commonly referred to as reimbursable expenses which are directly related to this project. These direct expenses will be invoiced monthly by a multiple of 1.15 times the expenses incurred by the Architect and/or Consultant. It is estimated at this time that **$3,500.00** be set aside for these direct, project-related expenses.

CONTRACT FOR SERVICES

Please acknowledge your acceptance of this Professional Services Proposal – Amendment 1, by signing and dating in the space provided below and by returning a scanned copy to this office via email: *tdr@troydrhodes.com* at your earliest convenience. This Proposal for Professional Services will serve as our Contract for Services.

Thank you again for the opportunity to allow Troy D. Rhodes & Company, Inc. to serve you. Please feel free to contact us with any questions you might have or if you need any additional information.

Sincerely,

TROY D. RHODES & COMPANY, INC.



Troy D. Rhodes, NCARB, AIA
President

ACCEPTANCE OF PROPOSAL

_____
Signature

_____
Date

encl: SRB Survey Fee Proposal
ECS Geotechnical Engineering Fee Proposal
SRB Civil Engineering Fee Proposal
WDC Structural Engineering Fee Proposal
PEC MEP Engineering Fee Proposal

ENGINEERING | SURVEYING | PLANNING

SMITH ROBERTS BALDISCHWILER, LLC

January 12, 2023

Troy D. Rhodes
Troy D. Rhodes & Company, Inc.
4323 N.W. 63rd Street, Suite 201
Oklahoma City, OK 73116
P: 405-843-8600
F: 405-843-8601

Exhibit A

RE: DesignReady, Boundary and Easements Survey
Bethany Fire Station Addition

Dear Mr. Rhodes,

Smith Roberts Baldischwiler, LLC (SRB) is pleased to submit a proposal for a survey on the above referenced project for the estimated cost of $5,500.00. Reimbursable expenses, such as overnight courier service, state taxes (if applicable), recording and copying fees will be an additional expense from the costs of the survey.

The DesignReady ™Survey will include the following:

- Horizontal Control is on the North American Datum of 1983 (NSRS2011), in a State Plane Coordinate System (Lambert Conic Projection in the State of Oklahoma)
- Vertical Control is on North American Vertical Datum of 1988 (NAVD88)
- Surface Elevations on a 50' grid
- Benchmarks (Min of 2 permanent monuments set)
- Fence Sizes, Types and Gate Locations
- Tree Sizes (Trunk diameter only)
- Street Names
- Outside Edge of Pavement (Shoulder), Edge of Driving Lane
- Centerline for all Roadways
- Types of Surfaces (Concrete Paving, Asphalt Paving, Gravel, Grass, etc.)
- All above ground improvements including visible Utility services (locates provided by Okie811)
- Manhole Top of Rim and Flowline Elevations
- Curb inlets, Number of Grates and Hoods, and Flowline Elevations
- Size, Type, Flowline and Direction of all Pipes within Structures
- Headwalls or End Sections on Cross Drains
- Size and Type of Cross Drain
- Ditch, Stream and Creek Flowlines
- Building Information, Dimensions, Height,
- Finished Floor Elevations

The survey can be completed within two to three (2-3) weeks from notice to proceed (subject to change if NTP is received after 30 days from the date of this proposal). This will be dependent on the receipt of a notice to proceed in a timely manner. If this proposal meets with your approval, please complete the attached agreement and return.

UTILITY STATEMENT: The underground utilities shown have been located from field survey information and existing drawings. The Surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The Surveyor further does not warrant that the underground utilities shown are in the exact location indicated although he does certify that they are located as accurately as possible form information available. The Surveyor has not physically located the underground utilities.

We can also provide lidar data on this project. Please let me know if you would like more details.

If you have any questions, please contact me.

Sincerely,

Matthew Shelton
Project Manager
matthew.shelton@srbok.com

SRB

ENGINEERING | SURVEYING | PLANNING

SMITH ROBERTS BALDISCHWILER, LLC

Exhibit B



OKLAHOMA CITY | 100 N.E. 5TH STREET, OKLAHOMA CITY, OK 73104 | PHONE: (405) 840-7094 | FAX: (405) 840-9116

NORMAN | 2500 MCGEE DRIVE, NORMAN, OK 73072 | PHONE: (405) 418-2288 | FAX: (405) 418-2289

WWW.SRBOK.COM

ENGINEERING | SURVEYING | PLANNING

SMITH ROBERTS BALDISCHWILER, LLC

AGREEMENT

PERSON OR ENTITY PLACING ORDER:

Name / Company			
Address			
City, State, Zip			
Telephone	Office:	Cell:	Fax:
Email			
Contact	Office:	Tele:	Email:

PERSON OR ENTITY RESPONSIBLE FOR PAYMENT ("CLIENT"):

Name / Company			
Address			
City, State, Zip			
Telephone	Office:	Cell:	Fax:
Email			
Contact	Office:	Tele:	Email:

PROJECT NAME / DESCRIPTION: _____

SCOPE OF SERVICES/ PROJECT SCHEDULE: See Exhibit A (Parties to sign and date Exhibit A)

FEES AND EXPENSES: ☐ See Exhibit A ☐ Describe: _____

_____

_____

PAYMENT TERMS: ☐ See Exhibit A ☐ 30 days ☐ Other: _____

_____

SRB PROJECT MANAGER: Taylor Denniston **EMAIL ADDRESS**: taylor.denniston@srbok.com

PHONE: _____ **PHONE:** _____

TERMS

For the consideration recited and mutual promises herein made, incorporating Page 1 as if set forth fully herein, the parties agree:

1. **Location of Underground Utilities**. The underground utilities shown on any plans or drawings produced or provided by SRB pursuant to this agreement have been located from field survey information, existing drawings, and other available information. SRB makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned, or that the utilities shown are in the exact location indicated. SRB does not physically locate any underground utilities, therefore, unless otherwise expressly provided herein, SRB shall not be responsible for determining the exact location of any underground utilities. Client agrees that the contractor who performs the work shall be required to comply with all applicable statutes, ordinances, codes, rules, and regulations, and specifications regarding location of underground utilities, and shall be required to verify the accuracy of all measurements and the physical location of all underground utilities prior to commencing work or ordering materials.

2. Default/Remedies; Lien. Should either Party breach this agreement, the prevailing Party in any litigation shall have the right to recover all of such party's reasonable expenses and costs incurred by reason of such litigation, including, but not limited to, attorney's fees, court costs, and costs of suit preparation. Upon breach of this agreement by Client, Smith Roberts Baldischwiler, LLC ("SRB") may without notice or demand file a lien on the property for or upon which services have been performed and Client shall be responsible for all costs of filing, prosecution, and release of said lien, including but not limited to court costs, litigation costs, expenses, and attorneys fees, in addition to any other remedies allowed by law.

3. Miscellaneous. In case any one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect, such provisions shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to this Agreement to the extent possible and in any event, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Oklahoma. Jurisdiction and Venue shall lie exclusively in the state and federal courts located Oklahoma County, Oklahoma. This Agreement is a final expression of the intent of the Parties and shall be modified only by a duly executed written instrument signed by both Parties. Failure to pursue any legal or equitable remedy or right available to a Party shall not constitute a waiver of such right, nor shall any such forbearance, failure or actual waiver imply or constitute waiver of subsequent default or breach. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision of this Agreement or of any succeeding breach of the same provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such provision. The captions to the sections of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation. This Agreement shall be binding upon the Parties hereto, their respective heirs, successors and assigns, but shall not be assigned by any party hereto without the written consent of the other party. This Agreement may be executed in counter parts, each of which will be deemed an original and all of which together will constitute one instrument.

4. Progressive Billing / Late Payments. Unless provided otherwise herein, all work in progress may be invoiced monthly and is due within thirty (30) days from date of invoice. All past due payments bear interest at the rate of 1.5% per month. If payments are past due, in addition to its right to collect, SRB may suspend work or refuse to deliver the work ordered.

PERSON OR ENTITY PLACING ORDER:

_____ _____
Name: Date
Title:

SRB:

_____ _____
Name: Taylor Denniston, P.L.S. Date
Title: Director of Surveying and M

PERSON OR ENTITY RESPONSIBLE FOR PAYMENT:

_____ _____
Name: Date
Title:





ECS Southwest, LLP

Proposal for Subsurface Exploration and Geotechnical Engineering Services

Bethany Fire Station Addition

3919 N Rockwell Avenue
Bethany, Oklahoma

ECS Proposal 58:2443-GP

January 6, 2023

January 6, 2023

Mr. Troy D. Rhodes
Troy D. Rhodes & Company, Inc.
4323 NW 63rd Street, Suite 201
Oklahoma City, Ok 73116

Reference: Proposal for Subsurface Exploration and Geotechnical Engineering
Bethany Fire Station Addition
3919 N Rockwell Avenue
Bethany, Oklahoma

ECS Proposal No. 58:2443-GP

Dear Mr. Rhodes:

As requested, ECS Southwest, LLP (ECS) is pleased to present the following lump sum proposal for providing subsurface exploration and geotechnical engineering services for the proposed Bethany Fire Station Addition project located at 3919 N Rockwell Avenue in Bethany, Oklahoma.

In preparing this proposal, we have reviewed the information provided by Troy D. Rhodes & Company, Inc. We have also reviewed the available geologic and geotechnical information in our files in vicinity of the site.

PROJECT BACKGROUND

Existing Site Conditions:

The site is located along the north side of the existing fire station building at 3919 N Rockwell Avenue in Bethany, Oklahoma. The site is bound to the north by NW 39th Street, the east by N Rockwell Avenue, the south by the existing fire station building, and the west by a parking lot. Currently the site appears to be an undeveloped, grassed property with some trees.

Project Description

The project information was provided by Troy D. Rhodes & Company, Inc. and is to include an approximately 4,300 square feet building addition located along the north side of the existing fire station building. The building addition is understood to be two-story, above grade and is assumed to consist of structural steel and/or wood framed construction with maximum column and wall loads of approximately 60 kips and 4 kips/foot, respectively. We have assumed that no more than about 2 feet of cut/fill will be required for the development.

SCOPE OF SERVICES

In order to evaluate the subsurface conditions for the proposed development, a subsurface exploration consisting of a series of soil borings will be performed.

Our integrated services will include drilling borings by drilling crews based on instructions provided by ECS. Our services will also include laboratory testing of representative soil samples, and engineering analyses presented in a site-specific engineering report.

We propose to perform a total of three (3) soil test borings for this project. The borings will be extended to the proposed depths, unless auger refusal causes them to be terminated at a more shallow depth. Upon completion of drilling operations, the samples will be returned to our laboratory in Oklahoma City, Oklahoma for further identification and testing.

Field Exploration

Our field exploration will include:

a. Field locate borings by handheld GPS unit and available plans. Elevations will be interpolated from Google Earth satellite imagery.

b. Mobilize a truck mounted drilling rig to the site.

c. Perform up to three (3) borings to depths of approximately 20 feet below existing grades within the building addition footprint, at the locations provided, or as close as reasonably accessible.

d. Perform Standard Penetration Test (SPT) tests at standard intervals and obtain soil samples for laboratory testing.

e. Measure the depth of groundwater at each boring at time of drilling and prior to backfilling or grouting.

Laboratory Testing

Laboratory testing will include up to:

10	Natural moisture content tests
3	Gradation analysis tests (washed #200 sieve)
3	Atterberg Limit tests

Engineering Report

Upon completion of the field exploration, laboratory testing, and engineering analyses, we will prepare a written engineering report that will include:

a. A review of published soils mapping and geologic information and their relevance to your planned development.

b. Observations from our site reconnaissance, including current site conditions, surface drainage features, and surface topographic conditions, and available satellite imagery.

c. A description of the field exploration and laboratory tests performed.

d. Final logs of the soil borings in accordance with industry standard practices for geotechnical engineering. A Boring Location Diagram will be included.

e. The results of the laboratory tests will be plotted on the final exploration logs and included on separate test report pages.

f. Discussion of the subsurface materials encountered along with groundwater conditions observed. Subsurface profiles will be included that graphically represent the subsurface conditions.

g. Recommended allowable soil bearing pressure(s) for conventional shallow foundations (spread footings) and estimates of predicted foundation settlement. If required, we will provide recommendations for suitable intermediate foundations ground improvement options or deep foundations in the event estimated settlements of shallow foundations are not tolerable.

h. Recommendations for building pad preparation to reduce active clay soil movements to 1 inch or less.

i. Recommendations for slab-on-grade/structural floor slabs including recommendations for subgrade improvements and underslab subdrainage recommendations, as necessary.

j. Evaluation of the on-site soil characteristics and a discussion of their suitability for reuse as engineered fill to support grade slabs and pavements. We will also include compaction recommendations and suitable material guidelines.

k. Recommendations for seismic site classification in accordance with the International Building Code (IBC 2015/2018). This analysis will be based on the Standard Penetration Test (SPT) method.

l. Discussion of earthwork construction considerations for compaction, reuse of soils, groundwater, expansive soils, shallow rock, drainage, or other considerations.

m. Recommendations for additional subsurface exploration, laboratory testing, and/or consultation that may be required to complete the geotechnical assessment and engineering recommendations.

UTILITY CLEARANCE

Per state law, we will contact Okie811 to locate underground utilities at the site. Typically Okie811 will not locate utilities beyond the point of distribution meters. The risk of hitting utilities that Okie811 did not mark can be reduced by engaging a private utility locating service. The risks include hitting electric lines, electrocution, gas explosions, loss of services to businesses, and fiber optic lines can result in tremendous costs for lost business, interruption of service, and repair along with potential legal liability.

Private utility locator services can identify utilities that incorporate significant iron content in the conduit materials. However, utilities that are more difficult to detect are utilities without significant

ferrous (iron) content which includes most sanitary sewer alignments, copper or PVC water lines, fiber optic lines without tracer ribbons, copper electric lines with no surface exposure, drainage tiles/pipes, irrigation lines, etc.

Using a private utility locator does not guarantee that all utilities will be identified. However, this service lowers the risk and potential liability of the client, while also protecting the safety of our field exploration crews.

We will coordinate our exploration locations around marked utilities, and utilities pointed out to us by the owner/client. However, we will not be responsible for any utilities not marked or not pointed out to us by the land owner or client.

We can provide this service for a lump sum fee of $1,200. You can authorize this service by indicating so on the attached Proposal Acceptance page.

SITE DEPARTURE CONDITIONS

Upon completion of subsurface exploration drilling, we will backfill each of the excavations with the excavated soil and mound the excess spoils back up over the test location. Typically, we will not provide site repairs beyond what is outlined above unless specifically contracted.

Please note that some disturbance to off-pavement, gravel covered, grass covered areas, including the possible cutting of trees, running over of brush and understory in wooded areas might occur. We will attempt to limit such disturbance; however, we have not budgeted for site repairs including filling of tire ruts, seeding of lawn areas, replacement of bushes or the planting of trees, etc. If necessary, additional site repairs can be provided at an additional cost.

FEE

ECS will provide the services outlined in this proposal for a lump sum fee of $3,300, plus any optional services authorized.

Our fee assumes that the site is accessible to truck mounted drilling equipment and dozer work to gain access to boring locations will not be required. If additional services are requested or required based on differing site conditions, we will contact you for verbal and written authorization to proceed with the additional services. No additional services will be performed without your authorization.

SCHEDULE

We have assumed that the client will assist in accessing the site (with the current site owners/occupants). We anticipate being able to mobilize to the site within approximately two to three weeks after authorization to proceed, and upon clearing utilities.

Our ability to access the site and perform the field exploration may be impacted by precipitation, excessive temperatures, or other atmospheric conditions. Field exploration will be performed during normal business hours Mon. - Fri. If work needs to be performed at night work or on weekends, there will be an additional fee.

We anticipate that the drilling operations will require about 1 day, and that the laboratory testing, will require about 5 days, followed by our engineering analyses. For time budget purposes, the entire scope should take about four to five weeks from initial authorization through final report submission. Verbal comments on findings can be provided within a few days of completion of the borings, if requested.

CLOSING

If other items are required because of unexpected field conditions or because of a request for additional services, they will be invoiced in accordance with our current Fee Schedule. Before modifying or expanding the extent of our exploration program, you will be informed of our intentions for both your review and authorization.

Our "Terms and Conditions of Service," are an integral part of our proposal.

Our insurance carrier requires that we receive written authorization prior to initiation of work, and a signed contract prior to the release of any work product. This letter is the agreement for our services.

Your acceptance of this proposal may be indicated by signing and returning a copy of this proposal to us. We are pleased to have this opportunity to offer our services and look forward to working with you on the project.

Respectfully submitted,

ECS SOUTHWEST, LLP

Ethan Pollard
Geotechnical Staff Project Manager

Andy Wilshire, P.E
Geotechnical Department Manager

Garrett Klingensmith, P.E.
Office Manager / Principal

Enclosures: Proposal Acceptance Sheet
Terms and Conditions of Service

PROPOSAL ACCEPTANCE FORM
ECS SOUTHWEST, LLP

Proposal No.: 58:2443-GP
Scope of Work: Subsurface Exploration and Geotechnical Engineering Services
Location: Bethany Fire Station Addition
3919 N Rockwell Avenue, Bethany, OK

Geotechnical Engineering Services	**$3,300.00 LS**	☐ Yes	☐ No
Additional Private Utility Locate Services	**$1,200.00 LS**	☐ Yes	☐ No

Client Signature: _____ Date: _____

Please complete this page and return one copy of this proposal to ECS to indicate acceptance of this proposal and to initiate work on the above-referenced project. The Client's signature above also indicates that he/she has read or has had the opportunity to read the accompanying Terms and Conditions of Service and agrees to be bound by such Terms and Conditions of Service.

BILLING INFORMATION
(Please Print or Type)

Name of Client: _____
Name of Contact Person: _____
Telephone No. of Contact Person: _____
Email Address of Contact Person: _____
Company Name: _____
Person/Title _____
Department: _____
Billing Address: _____
_____
_____
Telephone Number: _____
Fax Number: _____
Client Project/Account Number: _____
Special Conditions for Invoice: _____
Submittal and Approval: _____

ECS offers a full array of services to assist you with *all* phases of your project, including but not limited to:

☐ *Phase I, II and III Environmental Site Assessments*	☐ *Third Party Mechanical, Electrical, Plumbing Inspections Services*	☐ *Building Envelope, Roofing, and Waterproofing Inspection and Consultation*
☐ *Archaeological Assessments*	☐ *Geotechnical Engineering Services*	☐ *Pre- and Post-Construction Condition Assessments*
☐ *Wetlands Delineations*	☐ *Construction Materials Testing*	☐ *Specialty Materials and Forensics Testing*
☐ *Asbestos/Lead Paint Services*	☐ *Septic/Drainfield Design Services*	
☐ *Indoor Air Quality Mold Services*	☐ *LEED® Consulting Services*	

Please indicate any of the services you are interested in and a member of the ECS team will contact you to discuss how we can be of service to your project.

ECS SOUTHWEST, LLP
TERMS AND CONDITIONS OF SERVICE

The professional services (the "Services") to be provided by ECS SOUTHWEST, LLP ["ECS"] pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and Client.

1.0 **INDEPENDENT CONSULTANT STATUS -** ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 **SCOPE OF SERVICES -** It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 **In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.**

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Scope of Services requires ECS to penetrate a Site surface, CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees to reflect the additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 **INFORMATION PROVIDED BY OTHERS -** CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT's agents, contractors, or consultants, including such information that becomes incorporated into ECS documents.

6.0 **CONCEALED RISKS -** CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readably apparent nor easily accessible, *e.g.*, subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. Client agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' Additional Services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the Site for the performance of Services. CLIENT hereby grants ECS and its subcontractors and/or agents, the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause minor, but common, damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' subcontractor's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing process by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this AGREEMENT to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute

fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with the Project for which the Documents of Service are provided until the completion of the Project.

11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT, it's licensed consultants and its contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.

11.3 CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose without ECS' prior written consent. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or to ECS' subcontractor(s). CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.

11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its contractors, consultants or other parties from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.

12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.

13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.

13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subconsultants.

13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risks that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing. Unless the CLIENT can show that the error or omission is contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part time basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from Work that was monitored or tested by ECS on a part time basis.

14.0 CERTIFICATIONS - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the Professional Fees section of the Proposal. Any Estimate of Professional Fees stated in these Terms shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

15.2 CLIENT agrees that all Professional Fees and other unit rates shall be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.

15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the Scope of Services, Professional Fees, and time schedule.

15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Professional Fees. Invoices are due and payable upon receipt.

15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice. CLIENT agrees to pay the undisputed amount of such invoice promptly.

15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.

15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.

15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

16.1 CLIENT, its personnel, its consultants, and its contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to CLIENT-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.

16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

17.0 INSURANCE - ECS represents that it and its subcontractors and subconsultants maintain Workers Compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.

18.1.1 If the proposed fees are $10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed $20,000, or the total fee received for the services rendered, whichever is greater.

18.1.2 If the proposed fees are in excess of $10,000, ECS' total aggregate liability to CLIENT shall not exceed $40,000, or the total fee for the services rendered, whichever is greater.

18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage,

or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.

18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this agreement or the services provided as a result of the Proposal be limited to $500,000.

19.0 INDEMNIFICATION

19.1 Subject Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)

19.2 To the fullest extent permitted by Law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT or CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.

19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**

19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**

19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**

20.0 CONSEQUENTIAL DAMAGES

20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

21.1 All claims for damages related to the Services provided under this agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, specifically including its professional engineers and geologists.

21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

22.0 THIRD PARTY CLAIMS EXCLUSION - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the AGREEMENT. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

25.1 CLIENT or ECS may terminate this agreement for breach or these terms, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 TIME BAR TO LEGAL ACTION - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 ASSIGNMENT - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 SEVERABILITY - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 SURVIVAL - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the agreement.

30.0 TITLES; ENTIRE AGREEMENT

30.1 The titles used herein are for general reference only and are not part of the Terms and Conditions.

30.2 These Terms and Conditions of Service together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this agreement.

30.3 CLIENT and ECS agree that subsequent modifications to the agreement represented by these shall not be binding unless made in writing and signed by authorized representatives of both parties.

30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.

30.5 CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT's acceptance of this Proposal and its agreement to be fully bound the foregoing Terms. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.

ENGINEERING | SURVEYING | PLANNING
SMITH ROBERTS BALDISCHWILER, LLC
CONSULTING ENGINEERS – CERTIFICATE OF AUTHORIZATION NO. 3949
100 N.E. 5TH STREET, OKLAHOMA CITY, OKLAHOMA 73104
TEL: 405/840-7094 FAX: 405/840-9116

AGREEMENT

January 9, 2023

PERSON OR ENTITY PLACING ORDER:

NAME / COMPANY	Troy D. Rhodes & Associates		
ADDRESS	4323 NW 63rd Street, Suite 201		
CITY, STATE, ZIP	Oklahoma City, OK 73116		
TELEPHONE	OFFICE: 405-255-4694	CELL:	FAX:
EMAIL	tdr@troydrhodes.com		
CONTACT	NAME: Troy Rhodes	TITLE:	

PERSON OR ENTITY RESPONSIBLE FOR PAYMENT ("CLIENT"): ☑ **CHECK IF SAME AS ABOVE**

NAME / COMPANY			
ADDRESS			
CITY, STATE, ZIP			
TELEPHONE	OFFICE:	CELL:	FAX:
EMAIL			
CONTACT	NAME:	TITLE:	

PROJECT NAME/DESCRIPTION: Bethany Fire Station Addition Bethany, OK

SCOPE OF SERVICES: See Exhibit A

FEES AND EXPENSES: ☑ SEE EXHIBIT B. ☐ DESCRIBE: _____

PAYMENT TERMS: ☑ 30 DAYS ☐ OTHER: _____

SRB PROJECT MANAGER: Gary W. Noland, P.E. **E-MAIL ADDRESS:** gary.noland@srbok.com

TERMS

For the consideration recited and mutual promises herein made, incorporating Page 1 as if set forth fully herein, the parties agree:

1. **Location of Underground Utilities.** The underground utilities shown on any plans or drawings produced or provided by SRB pursuant to this agreement have been located from field survey information, existing drawings, and other available information. SRB makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned, or that the utilities shown are in the exact location indicated. SRB does not physically locate any underground utilities, therefore, unless otherwise expressly provided herein, SRB shall not be responsible for determining the exact location of any underground utilities. Client agrees that the contractor who performs the work shall be required to comply with all applicable statutes, ordinances, codes, rules, and regulations, and specifications regarding location of underground utilities, and shall be required to verify the accuracy of all measurements and the physical location of all underground utilities prior to commencing work or ordering materials.

2. **Default/Remedies; Lien.** Should either Party breach this agreement, the prevailing Party in any litigation shall have the right to recover all of such party's reasonable expenses and costs incurred by reason of such litigation, including, but not limited to, attorney's fees, court costs, and costs of suit preparation. Upon breach of this agreement by Client, Smith Roberts Baldischwiler, LLC ("SRB") may without notice or demand file a lien on the property for or upon which services have been performed and Client shall be responsible for all costs of filing, prosecution, and release of said lien, including but not limited to court costs, litigation costs, expenses, and attorneys' fees, in addition to any other remedies allowed by law.

3. **Miscellaneous.** In case any one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect, such provisions shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to this Agreement to the extent possible and in any event, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Oklahoma. Jurisdiction and Venue shall lie exclusively in the state and federal courts located Oklahoma County, Oklahoma. This Agreement is a final expression of the intent of the Parties and shall be modified only by a duly executed written instrument signed by both Parties. Failure to pursue any legal or equitable remedy or right available to a Party shall not constitute a waiver of such right, nor shall any such forbearance, failure or actual waiver imply or constitute waiver of subsequent default or breach. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision of this Agreement or of any succeeding breach of the same provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such provision. The captions to the sections of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation. This Agreement shall be binding upon the Parties hereto, their respective heirs, successors and assigns, but shall not be assigned by any party hereto without the written consent of the other party. This Agreement may be executed in counter parts, each of which will be deemed an original and all of which together will constitute one instrument.

4. **Progressive Billing / Late Payments.** Unless provided otherwise herein, all work in progress may be invoiced monthly and is due within thirty (30) days from date of invoice. All past due payments bear interest at the rate of 1.5% per month. If payments are past due, in addition to its right to collect, SRB may suspend work or refuse to deliver the work ordered.

PERSON OR ENTITY PLACING ORDER:

Name: _____ Date _____
Title:

PERSON OR ENTITY RESPONSIBLE FOR PAYMENT:

Name: _____ Date _____
Title:

SRB:

Name: Gary W. Noland 1.9.2023 Date
Title: Project Manager

EXHIBIT A
SCOPE OF SERVICES

SRB Shall Perform or Provide the Following:

See EXHIBIT A1

Does Not Include:

The following items are not included in this proposal:
- Work related to site lighting
- Resident Inspection
- Landscape/Irrigation Plans
- Construction Staking
- Permit Fees
- Geotechnical Services
- Public Utility Extension

Client Shall Provide:

This proposal is based upon the following items being provided to SRB:
- Architectural Conceptual Site Plan in AUTOCAD Format

EXHIBIT A1
SCOPE OF SERVICES

General: Bethany Fire Station Addition will include the design documents for the Civil Site Design for the building additions to the Bethany Fire Station.

Design Services (Civil Site Package):

Site Dimensional Control Plan – This work shall include complete dimensional information for the establishment of horizontal control and location of buildings, parking, roads, sidewalks, and other proposed improvements.

Site Grading and Paving Plan – This work shall include the site plan overlaid onto the topography with contours to establish the proposed grades and spot elevations.

Site Utility Plan – This plan will indicate all on-site utilities to serve the proposed facilities. We will coordinate our work with the utility companies and related consultants to locate the site utilities to within five feet of the proposed structures.

Site Demolition Plan – This plan will indicate all demolition for the project. We will coordinate our work with related consultants.

Site Detail Sheets - This work will include preparing all details for the Site Engineering work.

Specifications – This work will include the preparation of project specifications in a format acceptable to the Project Architect.

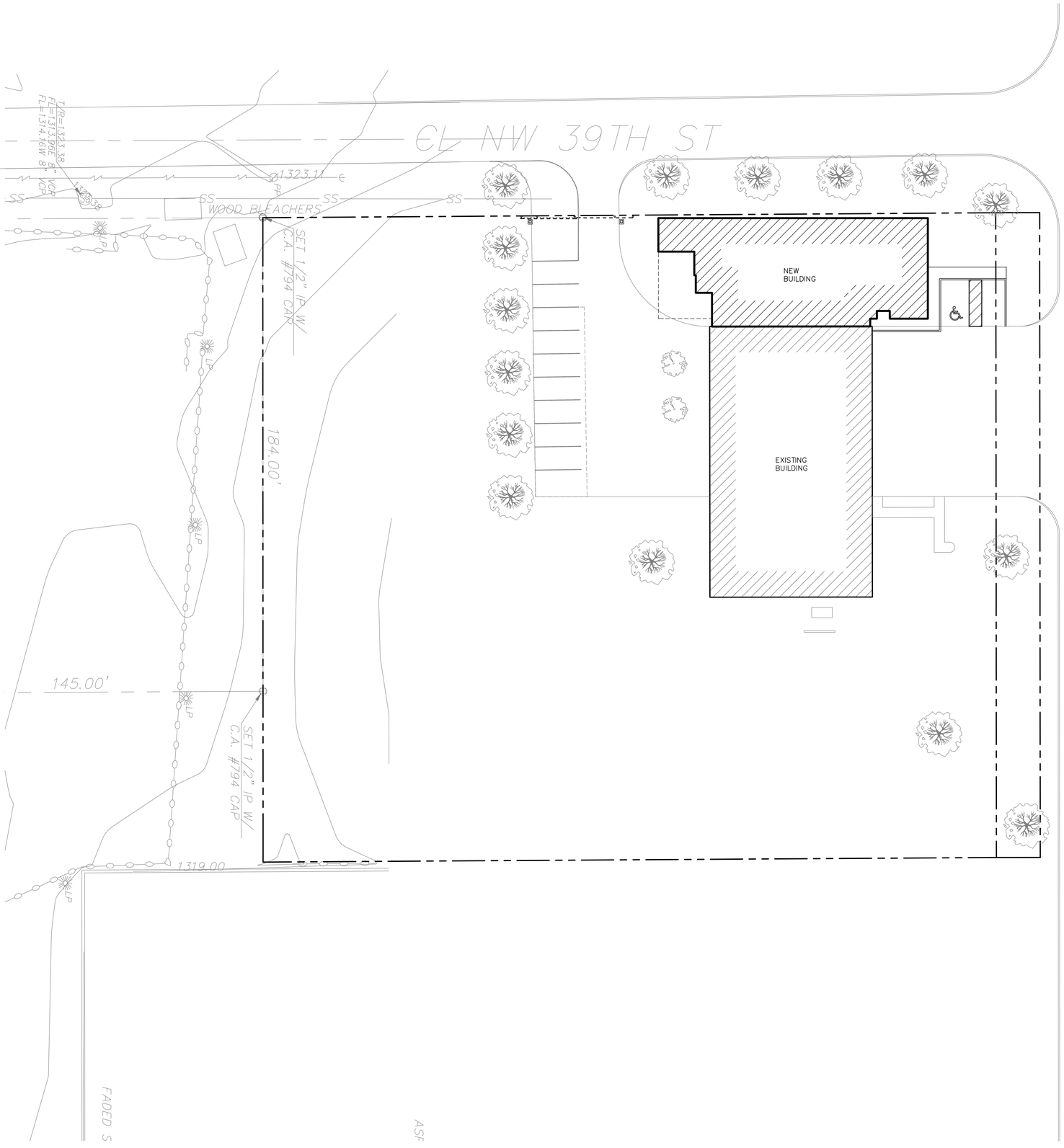
Erosion Control Plan – This work shall include the preparation of construction documents for work necessary to control erosion during construction to meet applicable EPA standards.

Construction Administration Phase: During the Construction Phase, SRB will review the contractor's submittals, prepare any necessary change orders, prepare responses to any Request for Information, and make to two (2) visits to the site during the construction process with the final one will include preparing a punch list.

EXHIBIT B
FEES AND EXPENSES

EXPENSES ARE REIMBURSABLE AS FOLLOWS:

ITEM NO.	DESCRIPTION	FEE
1	Schematic Design - Civil Site Package	$ 2,000.00
2	Design Development - Civil Site Package	$ 3,000.00
3	Construction Documents - Civil Site Package	$ 5,500.00
4	Bid / Negotiation / Permit	$ 500.00
5	Construction Administration	$ 2,000.00
	TOTAL FEES:	$ 13,000.00


℄ NW 39TH ST
T/C=1323.39
FL=1313.26 8" VCP
FL=1314.16W 8" VCP
1323.11 ℄
SS
SS
SS
SS
WOOD BLEACHERS
SET 1/2" IP W/
C.A. #794 CAP
184.00'
NEW
BUILDING
EXISTING
BUILDING
LP
145.00'
SET 1/2" IP W/
C.A. #794 CAP
1319.00
FADED S
ASP

wallace design collective

January 7th, 2023

Mr. Troy Rhodes
Troy D. Rhodes and Company
4323 NW 63rd St.
Oklahoma City, Oklahoma 73116

RE: Bethany Fire Station Addition
Bethany, Oklahoma
Wallace Project No. 2360005

Dear Troy:

At your request, we have assembled a proposed scope of services and fees for structural engineering services on the project referenced above. The following exhibits are included below for your review:

Exhibit A:	Project Understanding
Exhibit B:	Scope of Services – Structural
Exhibit C:	Proposed Fees
Exhibit D:	Terms and Conditions

We appreciate the opportunity to provide this proposal and look forward to working with your firm on this project. If you have any questions or need additional information, please do not hesitate to contact us.

Sincerely,

Kevin P. Bahner, S.E. (OK)
Principal

cc: File

Please sign and return one copy of this page as authorization to proceed. Upon Client's authorization to commence the Services, whether in writing or not, the Terms and Conditions below shall govern and control over any prior or ancillary documents or agreements.

Name: _____ Date: _____

wallace design collective, pc
structural · civil · landscape · survey
410 north walnut avenue, suite 200
oklahoma city, oklahoma 73104
405.236.5858 · 800.364.5858
wallace.design

EXHIBIT A: PROJECT UNDERSTANDING

Project Name: Bethany Fire Station Addition
Location: Bethany, Oklahoma
Wallace Project No.: 2360005

Our proposed fees and scope of services are based on our understanding of the project as outlined below. This understanding is based on our discussions of the project and RFP email including preliminary plans provided by your firm on January 3rd, 2023.

GENERAL:

- Description: Single story addition to existing fire station structure
- Number of stories: 1
- Approximate building area: 3,895 square feet ground level

STRUCTURAL:

- Roof Framing: The roof structure is anticipated to be conventional structural steel beams with CFMF trusses (by others) and standard steel roof deck.
- Floor Framing: The ground floor is expected to be a soil supported slab on grade. This proposal does not include structural fee for a structural slab at grade.
- Exterior Walls: The exterior walls are anticipated to be cold formed steel stud framing. Alternately load bearing CMU walls could be considered.
- Lateral Bracing: Lateral bracing will be diagonal steel braced frames and potentially moment frames in isolated areas. Plywood sheathed CFMF shear walls may be considered
- Foundation System: A geotechnical report is not available at this time. While the existing building is founded on drilled bell piers, the new foundations will be assumed as shallow continuous and spread footings and slab-on-grade based on recent similar projects in the Bethany area. (note: final system to be based on recommendations from project soils report)

Additional Scope Information: Due the structure's use type as a fire station, the building will be designed as a Type IV – critical structure. Type IV structures require elevated load requirements and will place additional elevated structural demands on the building

EXHIBIT B: SCOPE OF SERVICES – STRUCTURAL

Project Name: Bethany Fire Station Addition
Location: Bethany, Oklahoma
Wallace Project No.: 2360005

Our proposed structural engineering fees are based on the following scope of services. Should additional scope items be desired, please notify us to allow for modifications to our proposed fees.

SCHEMATIC DESIGN:

- Review design concepts
- Provide recommendations for framing systems
- Provide schematic design sketches as required
- Prepare schematic design documents to illustrate and describe the structural systems for the project as required
- Review local building code requirements
- Provide input for geotechnical RFP as necessary

DESIGN DEVELOPMENT:

- Review local building code requirements
- Review geotechnical investigation report
- Review design concepts
- Provide recommendations for framing systems
- Provide design sketches as required
- Prepare design development documents to illustrate and describe the structural systems for the project as required
- Provide outline structural specifications

CONSTRUCTION DOCUMENTS:

- Review local building code requirements
- Review geotechnical investigation report
- Attend one virtual Construction Document phase coordination meeting
- Prepare structural construction documents for the project
- Coordination of structural drawings with civil, architectural, mechanical, electrical and plumbing drawings
- Provide structural specifications or data sheet of items pertaining to structure for incorporation into specifications
- Provide input for cost estimate as required

BIDDING / PERMITTING:

- Answer bidders' questions pertaining to structural drawings and specifications
- Answer code official's questions pertaining to structural drawings and specifications
- Provide addenda as necessary

CONSTRUCTION ADMINISTRATION:

- Submit "Statement of Special Inspections" to the building official noting scope of IBC-mandated special inspections required for structure
- Review shop drawings and structural submittals
- Respond to project RFI's. <u>The structural fee includes answering RFI's that provide clarification to the Construction Documents and does not include repairs to contractor related errors or unforeseen site conditions.</u>
- Approve contractor proposed value engineering if required. Additional structural engineering services will be required for value engineering redesign. These additional services can be on an hourly basis or an agreed upon fixed fee.

- Two Site Observations are included in this proposal. The noted observations are as follows:
  - Foundation reinforcing
  - Steel framing – after installation and connection of steel deck diaphragm

SERVICES NOT INCLUDED:

- Time spent to resolve contractor errors or unforeseen conditions
- Design of the following items (these will be performance-specified unless noted otherwise):
  - Design and detail of any interior mezzanines and exterior canopies
  - Structural steel connections
  - Stairs and handrails
  - Seismic bracing and anchorage of architectural or MEP components
  - Hardened areas or rooms designated as storm shelters
- Design and construction documents for site structures, including, but not limited to signs, retaining walls, fences, walls, landscape structures more than 5 feet from the exterior of the building unless specifically included in this proposal in Exhibit A: Project Understanding
- IBC-mandated Special Inspections as required by Chapter 17 of the International Building Code
- Other items not listed under scope of services
- Construction observation visits requested by the Architect or Owner beyond the two noted above can be performed on an as requested basis. Additional site visits are estimated to cost +/-$500.00 per site visit billed on an hourly basis (not including reimbursable expenses). Site visits will include a construction observation report and corrective construction details if required

EXHIBIT C: PROPOSED FEES

Project Name: Bethany Fire Station Addition
Location: Bethany, Oklahoma
Wallace Project No.: 2360005

We propose to provide engineering services on a fixed fee basis:

Schematic Desgin	$ 1,500.00
Design Development	$ 2,500.00
Construction Documents	$ 4,500.00
Bidding/Permitting	$ 500.00
Construction Administration	$ 2,500.00
TOTAL – STRUCTURAL	**$ 11,500.00**

Our current hourly rates are:

Principal	$210	Technical Designer II	$150
Associate	$190	Technical Designer I	$140
Professional Engineer II	$165	CAD Technician III	$135
Professional Engineer I	$150	CAD Technician II	$125
Intern Engineer	$140	CAD Technician I	$115
Director, Landscape Architecture	$170	Landscape Architect II	$150
Land Planner II	$150	Landscape Architect I	$120
Land Planner I	$135	Intern Landscape Architect	$100
Professional Land Surveyor II	$165	Intern Land Surveyor	$140
Professional Land Surveyor I	$150	Survey Field Time: Add $40/hr	
Sr. Registered Roof Consultant	$240	Registered Roof Observer	$125
Registered Roof Consultant	$140		
Information Technologist	$150	Administrative	$100

REIMBURSABLE EXPENSES:

Expenses such as travel and lodging, reproduction, plotting, express delivery and shipping are considered reimbursable expenses and will be billed at 1.0 times cost.

Expenses such as subconsultant testing services, geotechnical engineering services or other specialty consulting services will be billed at 1.10 times cost.

ADDITIONAL SERVICES:

Services such as major revisions, design for unforeseen conditions and items not included the Scope of Services presented above will be considered additional services. Please refer to the Terms and Conditions for more information.

EXHIBIT D: TERMS AND CONDITIONS

Project Name: Bethany Fire Station Addition
Location: Bethany, Oklahoma
Wallace Project No.: 2360005

FEE
Wallace Design Collective, PC ("Wallace") shall perform the services outlined in this Agreement for the stated Fee Arrangement.

- Where the Fee Arrangement is to be Fixed Fee, the fees are for the Scope of Services listed in the Agreement.
- Where the Fee Arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.
- Where the Fee Arrangement is to be on an hourly basis and a maximum Total Fee is offered, the Total Fee, excluding Reimbursable Expenses, shall not exceed the stated maximum.
- Where the Fee Arrangement is to be on an hourly basis and an estimate of the Total Fee is offered, the Total Fee, excluding Reimbursable Expenses, shall not be exceeded by more than ten percent without written approval of the Client.
- Where the Fee Arrangement is to be a percentage of the construction cost of the project, progress payments for each phase listed in the Scope of Services listed in the Agreement shall be calculated by multiplying the phase's respective percentage of the Total Fee by the most recent budget for the Cost of the Work (Construction Cost). Compensation for completed work shall not be reduced based on subsequent updates to the Owner's budget for the Cost of the Work.

If the Scope of Services covered by this Agreement has not been completed within twelve (12) months of the Contract Date, through no fault of Wallace, fees for Services beyond that time shall be equitably adjusted, or they shall be determined on an hourly basis at Wallace's prevailing hourly rates.

REIMBURSABLE EXPENSES
Reimbursable Expenses are expenses incurred in connection with the project including, but not limited to, transportation, meals and lodging for travel, overnight deliveries, courier services, professional services, sales taxes, and the cost of reproductions beyond those normally required for coordination and information purposes.

ADDITIONAL SERVICES
Services such as major revisions, resolving unforeseen conditions and items not included in the Scope of Services listed in the Agreement shall be considered Additional Services. Fees for Additional Services shall be determined on an hourly basis at Wallace's prevailing rates unless otherwise agreed in writing by Client and Wallace. Additional Services must be requested in writing and will not proceed without written authorization.

BILLINGS / PAYMENT
Invoices submitted for services and reimbursable expenses shall be considered past due if not paid within 30 days after the invoice date, and Wallace may, without waiving any claim or right against Client, and without liability whatsoever to Wallace, terminate the performance of the service. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the maximum interest rate allowed by law) per month on the unpaid balance.

STANDARD OF CARE
The standard of care for all professional engineering and related services performed or furnished by Wallace under this Agreement will be the care and skill ordinarily used by members of Wallace's engineering profession

practicing under similar circumstances at the same time and in the same locality. Wallace makes no warranty, express or implied, under this Agreement or otherwise, in connection with Wallace's services.

CONSTRUCTION COST
The Scope of Services is consistent with AIA Document C401 "Standard Agreement Between Architect and Consultant" with the exception of those clauses related to Construction Cost. The structural and/or civil portions of the Project are heavily dependent on the Owner's desires and the Client's design. As such, the Construction Costs for these portions of the Work are not solely under our control. In applying the standard of care to this Project, Wallace will make every effort to control Construction Costs and will notify the Client when decisions by the Owner and/or Client are increasing the Construction Cost. Such decisions made by Owner and/or Client contrary to Wallace's expressed concerns are considered beyond our control. In these instances, any resulting efforts necessary to revise the design and/or Construction Documents to bring Wallace's portion of the project into conformance with the Construction Budget will be considered an Additional Service subject to the provisions above.

INDEMNIFICATION
Wallace shall indemnify and hold harmless Client and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney fees recoverable under applicable law) arising from claims made by third parties, but only to the extent caused by the negligent act or omission and/or strict liability of Wallace, anyone directly or indirectly employed by Wallace or anyone for whose acts any of them may be liable in the performance of professional services. Wallace shall not indemnify, hold harmless, nor assume any liability for Client's own negligence or intentional wrongdoing.

The Client shall indemnify and hold harmless Wallace and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney fees recoverable under applicable law) arising from claims made by third parties, but only to the extent caused by the negligent act or omission and/or strict liability of Client, anyone directly or indirectly employed by the Client or anyone for whose acts any of them may be liable. Client shall not indemnify, hold harmless, nor assume any liability for Wallace's own negligence or intentional wrongdoing.

CONSEQUENTIAL DAMAGES
Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive or exemplary damages.

FORCE MAJEURE
In the event either party is unable to perform its obligations under the terms of this Agreement because of strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services, epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies or other causes reasonably beyond its reasonable control, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes.

TERMINATION OF SERVICES
This agreement may be terminated upon 10 days written notice by either party should the other fail to perform its obligations hereunder. In the event of termination, Client shall pay Wallace for all services and reimbursable expenses to the date of termination. Termination expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which Wallace is not otherwise compensated.

ACCESS TO SITE
Unless otherwise stated, Wallace will have access to the site for activities necessary for the performance of the services. Wallace will take precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage.

HAZARDOUS MATERIALS
Wallace shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic materials in any form at the Project site.

OWNERSHIP OF DOCUMENTS
All documents, technical reports, letters, photos, calculations, designs, plans, specifications, reports, or similar documents of any kind furnished by Engineer are "Instruments of Engineer's Services." Ownership of all Instruments of Engineer's Services shall remain with Engineer.

MEANS AND METHODS
Wallace shall not be responsible for the construction means, methods, techniques, sequencing or procedures or for safety precautions and programs in connection with the Work, nor shall Wallace be responsible for the Construction Contractor's failure to carry out the work in accordance with the Drawings and Specifications.

MAINTENANCE OF INSURANCE
Until the services covered by this Agreement are completed plus for a period of twelve (12) months after completion of services, Wallace shall maintain (a) workers compensation insurance in accordance with state law and (b) liability insurance covering the type and variety of services Wallace provides under this agreement.

APPLICABLE LAW
Unless otherwise specified, this agreement shall be governed by the laws of the state in which the project is located.

January 9, 2023

Mr. Troy D Rhodes, AIA, NCARB
Principal
Troy D Rhodes & Company, Inc.
4323 NW 63rd Street, Suite 201
Oklahoma City, OK 73116

Reference: AGREEMENT for Bethany Fire Station Addition
Bethany, Oklahoma
230015-000

Dear Mr. Rhodes:

Professional Engineering Consultants, P.A. ("PEC") is pleased to provide professional services to Troy D Rhodes & Company, Inc. ("Client") in connection with the referenced Project, and in accordance with this letter agreement ("Agreement"). The services to be performed by PEC ("the Services") are described in Exhibit A – Services, Schedule, and Payment (attached and incorporated by reference) and are subject to the following terms and conditions.

Performance. PEC will perform the Services with the level of care and skill ordinarily exercised by other consultants of the same profession under similar circumstances, at the same time, and in the same locality. PEC agrees to perform the Services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to the Services and that are in effect as of the date when the Services are provided.

Client Responsibilities. To enable PEC to perform the Services, Client shall, at its sole expense: (1) provide all information and documentation regarding Client requirements, the existing site, and planned improvements necessary for the orderly progress of the Services; (2) designate a person to act as Client representative with authority to transmit instructions, receive instructions and information, and interpret and define Client requirements and requests regarding the Services; (3) provide access to, and make all provisions for PEC to enter the project site as required to perform the Services, including those provisions required to perform subsurface investigations such as, but not limited to, clearing of trees and vegetation, removal of fences or other obstructions, and leveling the site; (4) site restoration and repair, as needed following field investigations; (5) establish and periodically update a project budget, which shall include a contingency to cover additional services as may be required by changes in the design or Services; and (6) timely respond to requests for information and timely review and approve all design deliverables. PEC shall be entitled to rely on all information and services provided by Client. Client recognizes field investigations may damage existing property. PEC will take reasonable precautions to minimize property damage whenever field investigations are included in the Services.

Payment. Invoices will be submitted periodically and are due and payable upon receipt. Unpaid balances more than 30 days past due shall be subject to an interest charge at the rate of 1.5 % per month from the date of the invoice, and any related attorneys' fees and collection costs. PEC reserves the right to suspend the Services and withhold deliverables if the Client fails to make payment when due. In such an event, PEC shall have no liability for any delay or damage resulting from such suspension.

Work Product. PEC is the author and owner of all reports, drawings, specifications, test data, techniques, photographs, letters, notes, and all other work product, including in electronic form, created by PEC in connection with the Project (the "Work Product"). PEC retains all common law, statutory, and other reserved rights in the Work Product, including copyrights. The Work Product may not be reproduced or used by the Client or anyone claiming by, through or under the Client, for any purpose other than the purpose for which it was prepared, including, but not limited to, use on other projects or future modifications to the Project, without the prior written consent of PEC. Any unauthorized use of the Work Product shall be at the user's sole risk and Client shall indemnify PEC for any liability or legal exposure arising from such unauthorized use. To the extent PEC terminates this Agreement due to non-payment by Client shall not be entitled to use the Work Product for any purpose without the prior written consent of PEC.

Unless otherwise agreed by Client and PEC, Client may rely upon Work Product only in paper copy ("hard copy") or unalterable digital files, with either wet or digital signature meeting the requirements of the governing licensing authority having jurisdiction over the Project. In all instances, the original hard copy of the Work Product takes precedence over electronic files. All electronic files furnished by PEC are furnished only for convenience, not reliance by Client, and any reliance on such electronic files will be at the Client sole risk.

Insurance. PEC and Client agree to each maintain statutory Worker's Compensation, Employer's Liability Insurance, General Liability Insurance, and Automobile Insurance coverage for the duration of this Agreement. Additionally, PEC will maintain Professional Liability Insurance for PEC's negligent acts, errors, or omissions in providing Services pursuant to this Agreement.

Supplemental Agreements. Changes in the Services may be accomplished after execution of this Agreement only by a written Supplemental Agreement signed by PEC and Client. For any change that increases PEC's cost of, or time required for performance of any part of the Services, PEC's compensation and time for performance will be equitably increased.

Differing, Concealed, or Unknown Conditions. If PEC encounters conditions at the Project site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the information provided to PEC or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities provided for in this Agreement, PEC will, if practicable, promptly notify Client before conditions are disturbed. Subsurface condition identification is limited to only those points where samples are taken. The nature and extent of subsurface condition variations across the site may not become evident until construction. PEC assumes no liability for site variations differing from those sampled or changed conditions discovered during construction. If the differing, concealed, or unknown conditions cause an increase in PEC's cost of, or time required for performance of any part of the Services, PEC's compensation and time for performance will be equitably increased.

Additionally, Client (1) waives all claims against PEC and (2) agrees to indemnify and hold harmless PEC as well as its respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys' fees from all third-party claims resulting from differing, concealed, or unknown conditions.

Fast-Track, Phased or Accelerated Schedule. Accelerated, phased or fast-track scheduling increases the risk of incurring unanticipated costs and expenses including costs for PEC to coordinate and redesign portions of the Project affected by the procuring or installing elements of the Project prior to the completion of all relevant construction documents, and costs for the contractor to remove and replace previously installed work. If Client selects accelerated, phased or fast-track scheduling, Client agrees to include a contingency in the Project budget sufficient to cover such costs.

Force Majeure. PEC will not be liable to Client for delays in performing the Services or for any costs or damages that may result from: labor strikes; riots; war; acts of terrorism; acts or omissions of governmental authorities, the Project Client or third parties; extraordinary weather conditions or other natural catastrophes; acts of God; unanticipated site conditions; or other acts or circumstances beyond the control of PEC. In the event performance of the Services is delayed by circumstances beyond PEC's control, PEC's compensation and time for performance will be equitably increased.

Construction Means; Safety. PEC shall have no control over and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for construction safety precautions and programs. PEC shall not be responsible for the acts or omissions of any contractor, subcontractor or any other person performing any work (other than the Services), or for the failure of any of them to carry out their work in accordance with all applicable laws, regulations, codes and standards, or the construction documents.

Cost Estimates. Upon request, PEC may furnish estimates of probable cost, but cannot and does not guarantee the accuracy of such estimates. All estimates, including estimates of construction costs, financial evaluations, feasibility studies, and economic analyses of alternate solutions, will be made on the basis of PEC's experience and qualifications and will represent PEC's judgment as a design professional familiar with the construction industry. However, PEC has no control over (1) the cost of labor, material or equipment furnished by others, (2) market conditions, (3) contractors' methods of determining prices or performing work, or (4) competitive bidding practices. Accordingly, PEC will have no liability for bids or actual costs that differ from PEC's estimates.

Termination. Both the Client and PEC have the right to terminate this Agreement for convenience upon fifteen calendar days' written notice to the other party. In the event the Client terminates this Agreement without cause, PEC shall be entitled to payment for all Services performed and expenses incurred up to the time of such termination, plus fees for any required transition services, and reimbursement of all costs incurred which are directly attributable to such termination.

Environmental Hazards. Client acknowledges that the Services do not include the detection, investigation, evaluation, or abatement of environmental conditions that PEC may encounter, such as mold, lead, asbestos, PCBs, hazardous substances (as defined by Federal, State or local laws or regulations), contaminants, or toxic materials that may be present at the Project site. Client agrees to defend, indemnify, and hold PEC harmless from any claims relating to the actual or alleged existence or discharge of such materials through no fault of PEC. PEC may suspend the Services, without liability for any damages, if it has reason to believe that its employees may be exposed to hazardous materials.

Betterment. PEC will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

Dispute Resolution. The Client and PEC will endeavor to resolve claims, disputes and other matters in issue arising out of this Agreement, the Project or the Services through a meet and confer session. The meeting will be attended by senior representatives of Client and PEC who have full authority to

resolve the claim. The meeting will take place within thirty (30) days after a request by either party, unless the parties mutually agree otherwise. Prior to the meeting, the parties will exchange relevant information that will assist in resolving the claim.

If the parties resolve the claim, they will prepare appropriate documentation memorializing the resolution.

If the parties are unable to resolve the claim, PEC and Client agree to submit the claim to mediation prior to the initiation of any binding dispute resolution proceedings (except for PEC claims for nonpayment). The mediation will be held in Wichita, Kansas, and the parties will share the mediator's fees and expenses equally.

Jurisdiction; Venue; Governing Law. To the fullest extent permitted by law, PEC and Client stipulate that the Eighteenth Judicial District, District Court, Sedgwick County, Kansas is the court of exclusive jurisdiction and venue to determine any dispute arising out of or relating to this Agreement, the Project or the Services. PEC and Client further agree that this Agreement shall be construed, interpreted and governed in accordance with the laws of the State of Kansas without regard to its conflict of laws principles.

Indemnity. To the fullest extent permitted by law, Client and PEC each agree to indemnify and hold harmless the other, as well as their respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys' fees, provided such claim, loss, damage, or expense is attributable to bodily injury, sickness, disease, death, or property damage, but only to the extent caused by the negligent acts or omissions of the indemnifying party, or anyone for whose acts they may be liable.

Agreed Remedy. To the fullest extent permitted by law, the total liability, in the aggregate, of PEC and PEC's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages, including, without limitation, attorneys' fees, arising out of or in any way related to this Agreement, the Services, or the Project, from any cause and under any theory of liability, shall not exceed PEC's total fee under this Agreement. In no event will PEC be liable for any indirect, incidental, special or consequential damages, including, without limitation, loss of use or lost profits, incurred by Client or anyone claiming by, through or under Client.

Assignment. Client will not assign any rights, duties, or interests accruing from this Agreement without the prior written consent of PEC. This Agreement will be binding upon the Client, its successors and assigns.

No Third-Party Beneficiaries. This Agreement is solely for the benefit of PEC and Client. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of PEC or Client in favor of such third parties. Further, PEC assumes no obligations or duties other than the obligations to Client specifically set forth in this Agreement. PEC shall not be responsible for Client obligations under any separate agreement with any third-party.

Entire Agreement. This Agreement represents the entire and integrated agreement between PEC and Client and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended by a writing signed by PEC and Client.

Severability. If any provisions of this Agreement is determined to be unenforceable, in whole or in part, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

Thank you for engaging PEC; we look forward to working with you. If this Agreement is acceptable, please sign below and return an executed copy to me. Receipt of the executed copy will serve as PEC's notice to proceed with the Services.

Sincerely,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

Kelby Ewert, PE
Electrical Division

KE:jgs

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By: _____, Signatory

Printed Name: Steve Vo, PE

Title: SVP Commercial, Education & Healthcare Markets

Date: _____

ACCEPTED:

TROY D RHODES & COMPANY, INC.

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A

A. The Bethany Fire Station Addition (Project) shall consist of a 4,000 SF addition to the existing fire station. Addition shall include day room, kitchen, bunk rooms, restrooms, locker rooms, laundry room and private office spaces.

B. **Project Description**.

1. The Project has an estimated project budget of $1,000,000.
2. The Project delivery method is design-bid-build.

C. **Anticipated Project Schedule**

1. PEC shall commence its services on the Project after receiving Client's notice to proceed.
2. PEC and Client anticipate that the design duration to complete construction documents will be approximately 4 weeks after receiving Notice to Proceed.
3. Client acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. PEC will not have control over or responsibility for any contractor or vendor's performance schedule.
4. Project deliverable schedules will be impacted by untimely receipt of information. It is expected that the base model will be delivered to PEC within 4 working days prior to each project deliverable. New base model received by PEC from Client in this time may cause delays with that and subsequent project deliverables.

D. **Project Deliverables**

1. The Project Deliverables shall consist of the following sealed by an Engineer licensed in the State of Oklahoma, where applicable:
   a) Design Development Plans and Book Specifications:
   b) Construction Document Plans and Book Specifications:
      1) Intervals agreed upon with client.
   c) 100% Construction Document Plans and Book Specifications.

E. **Scope of Services:**

1. General Scope Items for Mechanical, Electrical, and Technology Design Services:
   a) Conduct pre-design site visit to assess existing conditions.
   b) Participate in virtual design meetings with Client.
   c) Provide bidding assistance including response to Contractor's questions and preparation of items for inclusion in Addenda.
   d) Review shop drawings for systems and elements designed by PEC. Review period will be 10 business days after received by PEC office unless other terms are agreed to by PEC and Client.
   e) Respond to RFIs generated by the contracting team. Response will be provided in 5 days after received by PEC office unless other terms are agreed to by PEC and Client.
   f) Perform construction observation visits with written punch list as follows:
      1) 2 Mechanical
      2) 2 Electrical

PEC shall be notified one week prior by the Client of an upcoming observation visit. Construction observation is to familiarize the engineer with the general construction completeness and general conformity with the construction documents.

2. Mechanical engineering design including:
   a) Design water, waste, and vent systems for proposed addition to five feet beyond building. Addition to include commercial grease interceptor.
   b) Design domestic water heating system is for proposed addition anticipated to be gas fired tank type; with hot water circulation system.
   c) Design rain leader/storm water systems piped internally to the building addition; to a point five feet beyond building. External gutters/downspouts are designed by others.
   d) Design building natural gas distribution system to five-foot beyond building addition.
   e) Design heating, ventilation, and air conditioning systems. Air systems are anticipated to be packaged rooftop units system with constant volume air distribution and hot gas reheat.
   f) Route exhaust ductwork from existing relocated kitchen hood.
   g) Produce performance specification for fire protection system for detailed design by others. Systems to be specified include wet fire sprinklers.

3. Electrical engineering design including:
   a) Design interior and exterior building lighting systems for building addition.
   b) Revise building electrical distribution systems as required to accommodate the building addition.
   c) Design general purpose power and equipment connections.
   d) Design raceway system(s) for all applicable technology systems such as Audio-Visual, Voice/Data, CATV, Public Address, Access Control, CCTV, Security, and etc.
   e) Produce performance specification for fire alarm system for detailed design by others.

F. **Additional Responsibilities of Client**

The Client agrees to provide the following pursuant to PEC accomplishing the Scope of Services outlined herein.

1. Electronic files for base sheet development.
2. Utility requirements for all equipment specified and/or provided by the Client or other Contractors.
3. Progress prints and meeting minutes for coordination between disciplines.
4. Project design schedule and modifications to the design schedule made during project design.
5. Schedule of values from contractor.
6. Monthly construction schedule as provided by the contractor during the construction period.
7. Change order summary during the design and construction phase services.
8. Site survey.
9. Geotechnical investigation and report with recommendations for foundation and pavement design.

10. Landscaping and irrigation plans.
11. Drawings, studies, reports, and other information available pertaining to the existing building and site.

G. **Additional Services:**

The following services can be provided by PEC at an additional cost by Supplemental Agreement:

1. Production of record drawings, as-builts, or release of electronic files.
2. Design engineer construction site observations in excess of the number above will be performed on an hourly basis.
3. Design of utilities to the PROJECT site.
4. Construction Document revisions, as necessary, to reduce the cost of construction after issue of Construction Documents. (Typically referred to "Value Engineering" or "VE") or due to cost over-runs outside the control of PEC.
5. Construction Document revisions, as necessary, to reduce delivery times of elements within the design due to supply chain disruptions outside the control of PEC.
6. Project is assumed to have only one bid item. Design services associated with multiple bid options are not included.
7. Technology Design.
8. Alternate designs not specifically listed in the Scope of Services.
9. Construction administration and design services resulting from significant contractor errors are not included under this proposal and will be invoiced per our standard hourly rates.

H. **Exclusions:**

The following shall be specifically excluded from the Scope of Services to be provided by PEC.

1. Printing costs.
2. Fire protection and fire alarm design, drawings, and calculations.
3. Outside consultants.
4. Modifications or rework of existing building MEP/Technology infrastructure unless specifically sated above.

I. **PEC's Fees & Reimbursable Expenses:**

1. PEC will invoice Client one time per month for services rendered and Reimbursable Expenses incurred in the previous month.
2. PEC's Fee for its Scope of Services will be **a lump sum fee of $17,000.00, plus Reimbursable Expenses.**
3. Reimbursable Expenses shall include vehicle mileage or vehicle rental and fuel for travel outside the county of the PEC office(s) providing design services, vehicle parking and tolls.
4. Taxes are not included in PEC's Fees. Client shall reimburse PEC for any sales, use, and value added taxes which apply to these services.

Agenda: 02/07/2023
Item: 11 (A &B)

CITY OF BETHANY

From: Elizabeth A. Gray, City Manager
Date: February 7, 2023
Subject: Construction Manager Recommendation to Construct an Addition on to the Bethany Fire Station GO Bond Proposition 3A

BACKGROUND

As a result of the successful 2022, G.O. Bond election the City of Bethany is now ready to begin the project on the Fire Station Addition, Proposition 3A.

The staff selection team has recently been in meetings with Architect Troy Rhodes and received two (2) Requests for Qualifications (RFQ's) to act as Construction Manager for the City of Bethany. The attached RFQ's were submitted by Lippert Brothers, Inc., and Pope Construction. The selection team has recommended Lippert Brothers as the Construction Manager for the building addition to the existing Bethany Fire Station.

Staff has reviewed the contract and is asking for approval of the contract between the City of Bethany, OK and Lippert Brothers, Inc. as construction manager for the addition to the City of Bethany Fire Station.

RECOMMENDATION

A. To select Lippert Brothers to act as Construction Manager for the Addition to the City of Bethany Fire Station.

B. To approve the contract between the City of Bethany, Oklahoma and Lippert Brothers, Inc. for the Addition to the Fire Station.

ADDITIONAL COMMENTS

LIPPERT BROS., INC.
GENERAL CONTRACTORS

City of Bethany
Fire Station Addition

Qualifications for Construction Management Services



LIPPERT BROS., INC.
GENERAL CONTRACTORS

January 13, 2023

Troy D. Rhodes & Company, Inc.
4323 NW 63rd Street, Suite 201
Oklahoma City, OK 73116
Attention: Troy Rhodes

RE: City of Bethany – Fire Station Addition
Qualifications for Construction Management Services

Dear Mr. Rhodes,

Lippert Bros., Inc. is pleased to provide the enclosed response to your request for qualifications for Construction Management Services for the City of Bethany Fire Station Addition project. We have assembled a strong and experienced team, with recent experience on projects sharing similarities with yours. Bringing together this background of valuable experience with our strength and reputation as a respected Construction Manager within the community makes us an ideal fit for your project team.

Within the following pages we have taken the opportunity to present our qualifications to serve as the Construction Manager for your project. We look forward to the opportunity to further discuss this information and welcome any questions you may have.

Respectfully,

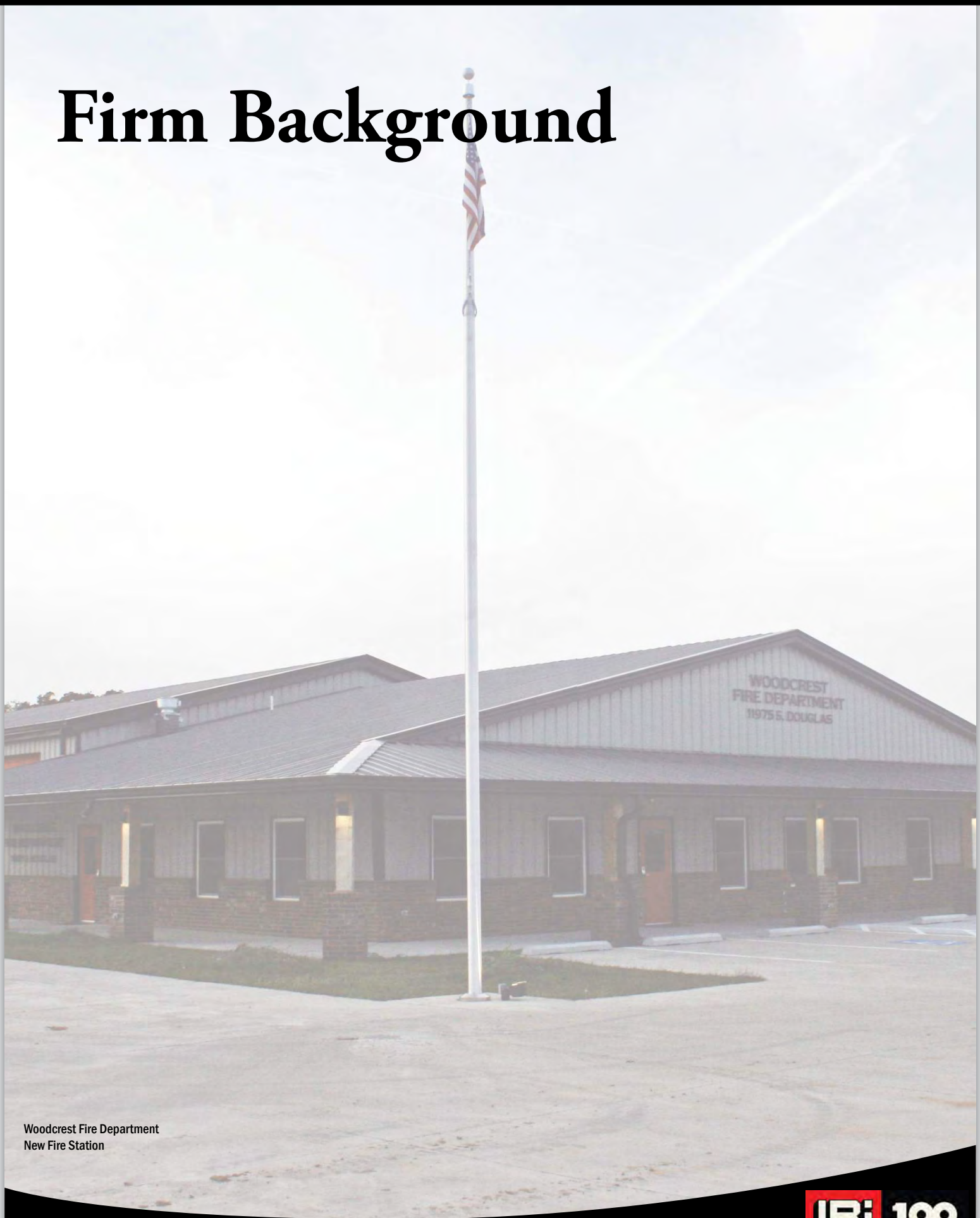
Lippert Bros., Inc.

T.M. Lippert
President

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Firm Background



Woodcrest Fire Department
New Fire Station

Firm Background



Strong structural foundations and buildings parallel a strong family foundation and growth at Lippert Bros., Inc. Since 1920 when two brothers, Erick W. and Walter H. Lippert, founded Lippert Brothers in Boone, Iowa, it has been a driving force in the construction business. With customer satisfaction and investment in people as points of significant focus, the company has been able to successfully complete a century of building across the Southwest region.

Trained by their father as brick masons, Erick and Walter's first jobs encompassed building fireplaces, sidewalks, driveways and residential foundations. The range of construction projects gradually increased, so three other Lippert brothers joined the company - Louis, Reuben, and Leo. Four of the brothers were trained masons and one was a carpenter.

The remodeling of storefronts, buildings, and an addition to the Boone High School, took the company into larger-scale construction and diversification into sewage and water-treatment plants. At the outbreak of World War II, Lippert Brothers built the Camp McCoy, Wisconsin, sewage-treatment plant. This expertise and recognized excellence led to a successful bid on the sewage and water treatment system at the new Tinker Air Force Base near Oklahoma City, in addition to construction of numerous other military training command projects in the region.

An Oklahoma Company

The Tinker and Camp Gruber projects guided the brothers to open an Oklahoma City office. Upon the return of Donald E. and Robert L. from their service in the Navy after WW II and completion of their college education, they joined their father Erick in a permanent move to Oklahoma. Lippert Bros., Inc., has since grown to include the third generation of builders, Tom Lippert, Joel Lippert, Rick Lippert (ret.), and John Lippert (Globe Construction Co.) who have each made their mark on the Oklahoma landscape and the Oklahoma City community.

Some of the Oklahoma landmarks built by the LBI team include:

- National Cowboy Hall of Fame
- Myriad Gardens Crystal Bridge
- Oklahoma City National Memorial and Museum
- Citizens Bank Tower
- Love's Corporate Offices

As members of the fourth generation join our current team of experienced professionals, Lippert Bros., Inc., is positioned to continue as an industry leader dedicated to providing construction services responsive to the needs of commercial and industrial markets, utilizing quality materials and craftsmanship. This emphasis along with the firm's team of quality people helps LBI stay competitive and reveals the evolution of a company that started with just skill and desire.



Firm Background

Over the years, Lippert Bros., Inc. has developed a full range of capabilities to meet the needs of commercial, Institutional, light industrial and municipal facilities. The list of projects completed are numerous and varied. Many of these ventures require a specialized knowledge of construction methods and materials and would be considered a "niche" construction effort. Remarkably, Lippert Bros., Inc. has successfully completed numerous projects of various types and has no desire to succumb to the "find your niche" philosophy.

Design-Build:

The design-build project delivery system brings all of the disciplines of construction under a single source of responsibility. By consolidating all of the architectural, engineering and construction services and disciplines into one centralized and specialized team, our clients are able to take advantage of our commitment to excellence in every phase and aspect of their project.

Construction Management:

Professional construction management allows us to serve in a variety of capacities, ranging from oversight and consulting to total involvement. The construction management approach lends itself to fast-track and complex projects that can be undertaken in several phases and/or packages before the final design is complete. It also allows us to provide preliminary estimates to insure that the project design stays within the desired budget.

General Contracting:

One of a disappearing breed of general contractors, LBI also possesses a large field staff with support equipment capable of structural excavation, concrete work, carpentry, miscellaneous steel erection, specialty and equipment installations and site utilities work.

Professional Affiliations & Credentials

Lippert Bros., Inc. has maintained a decades long relationship of participation and membership with the Associated General Contractors of America. Each generation of the Lippert family has continued to raise the bar of excellence and leadership in construction. Over the years, six members of the Lippert family have served as president of the Oklahoma Building Chapter of the AGC, one of which also served as president of the Iowa Chapter all the way back in 1936. Currently Nick Bench serves on the Board of Trustees for the Oklahoma Building Chapter. The Associated General Contractors has awarded four different Lippert family members the Builder of the Year award. Tom Lippert in 2006, John Lippert in 2003, Rick Lippert in 2000 and their father, Don Lippert, in 1973 were each given the prestigious honor.

Additionally, many of our staff hold credentials with organizations that are widely recognized throughout the industry and are many times required to be pre-qualified for construction projects with state and local governments, universities, and other clients. These include the following:

American Institute of Constructors (AIC)
2 Certified Professional Constructors (CPC)
5 Associate Constructors (AC)

Construction Specifications Institute (CSI)
1 Certified Construction Contract Administrator
1 Construction Documents Technologist

United States Green Building Council (USGBC)
1 LEED Green Associate

Firm Background

Management Staff

Lippert Bros. Inc. still operates under what is known as a "cradle to grave" project management approach. This means that the project manager assigned to your project will be with you from preconstruction, construction, close-out and all the way through the warranty period. We believe that too much time and information gets lost when companies hand off projects from department to department.

Our commitment to the development of our staff is one the differences that sets Lippert Bros., Inc. apart from the pack. All of our construction professionals are team-oriented, which is the key ingredient to a successful project and satisfied clients.

The following is a list of the principal office staff of our organization. As you can see, we possess many years of construction knowledge and experience in the industry within our organization.

Thomas M. Lippert
President
Years Construction Experience 44
Years with Lippert Bros., Inc. 40

Nick Bench
Vice President/Project Manager
Years Construction Experience 23
Years with Lippert Bros., Inc. 23

Jason Mews
Project Manager
Years Construction Experience 19
Years with Lippert Bros., Inc. 3

Gay Rice
Accounting/Human Resources
Years Construction Experience 20
Years with Lippert Bros., Inc. 20

Tammy Love-Willis
Accounts Payable
Years Construction Experience 3
Years with Lippert Bros., Inc. 3

Tina Stuber
Receptionist
Years Construction Experience 6
Years with Lippert Bros., Inc. 6

Taylor Mayes
Controller/CFO
Years Construction Experience 3
Years with Lippert Bros., Inc. 3

Shane VanOosten
Vice President/Project Manager
Years Construction Experience 25
Years with Lippert Bros., Inc. 25

Shelby Lippert
Project Manager
Years Construction Experience 13
Years with Lippert Bros., Inc. 4

Caleb Miller
Project Administrator
Years Construction Experience 15
Years with Lippert Bros., Inc. 13

Anita Austin
Executive Administrative Assistant
Years Construction Experience 15
Years with Lippert Bros., Inc. 9

Firm Background

Field Staff

The quality of onsite superintendents working for Lippert Bros., Inc. is one of our most valuable assets and really sets us apart from our competition. To be an LBI Superintendent means that one has spent years working their way up through the ranks on projects of increasing size and complexity. When one of our staff is elevated to the level of Superintendent that means that they have earned the trust and respect of not only our executive staff, but that of our clients, our project design teams and our subcontractors.

The following is a list of LBI Superintendents:

Justin Bohard		Rob Lamb	
Years Construction Experience	25	Years Construction Experience	15
Years with Lippert Bros., Inc.	16	Years with Lippert Bros., Inc.	9
Lane Davis		Chris Nipper	
Years Construction Experience	15	Years Construction Experience	18
Years with Lippert Bros., Inc.	15	Years with Lippert Bros., Inc.	13
Mark Goff		Brian Peace	
Years Construction Experience	45	Years Construction Experience	15
Years with Lippert Bros., Inc.	40	Years with Lippert Bros., Inc.	6
Roy Graham		Dan Robinette	
Years Construction Experience	29	Years Construction Experience	43
Years with Lippert Bros., Inc.	23	Years with Lippert Bros., Inc.	30
Hank Hudson		Michael Schmidt	
Years Construction Experience	11	Years Construction Experience	2
Years with Lippert Bros., Inc.	9	Years with Lippert Bros., Inc.	2
Mike Jones		Chad Whiteley	
Years Construction Experience	35	Years Construction Experience	4
Years with Lippert Bros., Inc.	24	Years with Lippert Bros., Inc.	4

Supporting the Project Managers, Estimators and Superintendents is a full time staff of approximately 35 individuals. These staff positions consist of assistant superintendents, project expediters, timekeepers, carpenters, laborers, equipment operators, an equipment manager, a mechanic, and accounting and administrative personnel.

Project Team



City of Stillwater
Police Headquarters

Project Team



Tom Lippert - *President, Project Director*

Serving as the Project Director, Tom Lippert will bring a wealth of knowledge to the project team from his extensive experience working on a diverse set of projects over nearly 40 years in his career with LBI. His involvement will be focused heavily in the preconstruction phase, working hand-in-hand with Caleb throughout that process. During construction, Tom will take on a strong advisory role, while Caleb manages the daily operations of the project from the administrative stand point.



Caleb Miller - *Project Manager*

As the proposed Project Manager, Caleb Miller will coordinate all preconstruction services inclusive of estimating, scheduling, value analysis, drawing review, material procurement and subcontracting efforts. He will continue to work closely with the owner and design team throughout the construction phase and coordinate all of the administrative aspects of the project management. His duties will also include regular and frequent visits to the project site to ensure that our field staff and that of the subcontractors are performing efficiently and effectively.



Lane Davis



Brian Peace

Superintendent

The day to day operations on site will be orchestrated by one of our proposed Superintendents. They will coordinate subcontractor work, safety, site logistics and material deliveries. Their efforts will be to maximize the use of the resources that we have on site in order to increase efficiencies and decrease costs and site congestion. They will also constantly be inspecting the quality and progress of the work of all trades while ensuring a safe work environment.

Once the schedule for the project becomes more defined, a final assignment of a Superintendent will be made. That Superintendent will then be a part of the project team all the way through completion.

Organizational Chart



Tom Lippert
President / Project Director



Caleb Miller
Project Manager

Office Staff

Field Staff



or



Lane Davis **Brian Peace**
Superintendent

LBI Field Labor Force

Subcontractors

Tom Lippert, President/Project Director

Relevant Experience:



The Children's Center
New Bed Tower & Parking Garage
Bethany, Oklahoma
$30,586,485



Oklahoma City National Memorial
Museum Enhancements
Oklahoma City, Oklahoma
$4,237,454



Oklahoma State University
Michael & Anne Greenwood Tennis Center
Stillwater, Oklahoma
$14,203,268



First Mortgage Company Headquarters
Renovation & Tenant Build-Out
Oklahoma City, Oklahoma
$7,133,099



Oklahoma State University-OKC
Parking Garage
Oklahoma City, Oklahoma
$4,895,972



Oklahoma City Zoo Asia Exhibit
Oklahoma City, Oklahoma
$13,383,331



Oklahoma State University
Multimodal Transportation Facility
Stillwater, Oklahoma
$20,321,830



City Center Parking Garage & Harvey Avenue
Extension
Oklahoma City, Oklahoma
$23,901,489



Educational Background:

Bachelor of Science
Engineering Technology
Oklahoma State University, 1982

Professional Experience:

43 Years Construction Experience
39 Years with Lippert Bros., Inc.

OSHA 30

References:

Monty Karns
City of Stillwater
405-533-8491
monty.karns@stillwater.org

Jim Connelly, Jr.
Connelly Paving Company
405-943-8388
cpaving@aol.com

Kari Watkins
Executive Director
Oklahoma City National Memorial
405-235-3313
kw@oklahomacitynationalmemorial.org

LBi 100 YEARS

Caleb Miller, Project Manager

Relevant Experience:



Woodcrest Fire Department
New Fire Station
Guthrie, Oklahoma
$1,591,889



Banner Public Schools Classroom/
Storm Shelter Addition
El Reno, Oklahoma
$1,746,939



Oklahoma County Cooperative Extension
Classroom Building
Oklahoma City, Oklahoma
$1,469,192



Oklahoma State University Boone Pickens
Stadium Food Service Renovations
Stillwater, Oklahoma
$695,405



Oklahoma Association of Electric
Cooperatives Conference Center
Oklahoma City, Oklahoma
$2,935,784



Energize Credit Union Office Renovation
Oklahoma City, Oklahoma
$122,412



Oklahoma City National Memorial Museum
Enhancements
Oklahoma City, Oklahoma
$4,237,454



Bible Baptist Church Phase I Office Addition
Stillwater, Oklahoma
$1,593,200



Educational Background:

Bachelor of Science
Construction Management Technology
Oklahoma State University, 2010

Professional Experience:

14 Years Construction Experience
12 Years with Lippert Bros., Inc.

LEED Green Associate

OSHA 30

References:

LaDonna Hines
Oklahoma Cooperative Extension Service
405-713-1125
ladonna.hines@okstate.edu

Chris Meyers
Oklahoma Association of Electric Cooperatives
405-478-1455
cmeyers@oaec.coop

Patrick Schoenfeldt
Studio Architecture, PC
405-605-1044
pschoenfeldt@studioarc.com

Lane Davis, Superintendent

Relevant Experience:



The Children's Center
Activities of Daily Living Building
Bethany, Oklahoma
$ 3,987,868



Love's Corporate Office Renovation Projects
Oklahoma City, Oklahoma
Approx. $2,000,000 Total



Inland Truck Parts
Oklahoma City, Oklahoma
$1,122,915



People's Electric Cooperative Distributed Power Generation Facilities
Ada, Oklahoma
$49,417,671



Better Business Bureau of Central Oklahoma Office Renovation
Oklahoma City, Oklahoma
$1,091,946



Century Center Parking Structure Repairs
Oklahoma City, Oklahoma
$3,223,231



Good Shepherd Ministries Addition & Remodel
Oklahoma City, Oklahoma
$1,529,852



Hefner Water Treatment Plant
10 Million Gallon Clearwell
Oklahoma City, Oklahoma
$12,244,978



Educational Background:

Associate of Applied Science
Construction Technology
Oklahoma State University-OKC, 2011

Masters of Music in Conducting,
Performance and Pedagogy
Oklahoma State University, 2000

Bachelor of Music Education
Oklahoma Baptist University, 1988

Professional Experience:

14 Years Construction Experience
14 Years with Lippert Bros., Inc.

OSHA 30

References:

Kitt Letcher
Better Business Bureau
of Central Oklahoma
405-239-6081
kitt@oklahomacity.bbb.org

Bobby Gallaway
Inland Truck Parts
405-682-1362
bobbyg@inlandtruck.com

Russ Brown
People's Electric Cooperative
580-272-1561
russ.brown@peopleselectric.coop

LBi 100 YEARS

Brian Peace, Superintendent

Relevant Experience:



OSU-OKC HUB Renovation
Oklahoma City, Oklahoma
$662,533



Connors State College President's Residence
Warner, Oklahoma
$1,184,458



Villa Teresa Phase I Residences
Oklahoma City, Oklahoma
$10,107,672



Oklahoma Panhandel State University Sports Shooting Range
Goodwell, Oklahoma
$1,296,464



University of Central Oklahoma Liberal Arts Building Addition
Edmond, Oklahoma
$14,931,550



University of Central Oklahoma Donald Betz STEM Research & Learning Center
Edmond, Oklahoma
$18,284,965



Educational Background:

Jones High School
Jones, OK

Professional Experience:

14 Years Construction Experience
5 Years with Lippert Bros., Inc.

OSHA 30

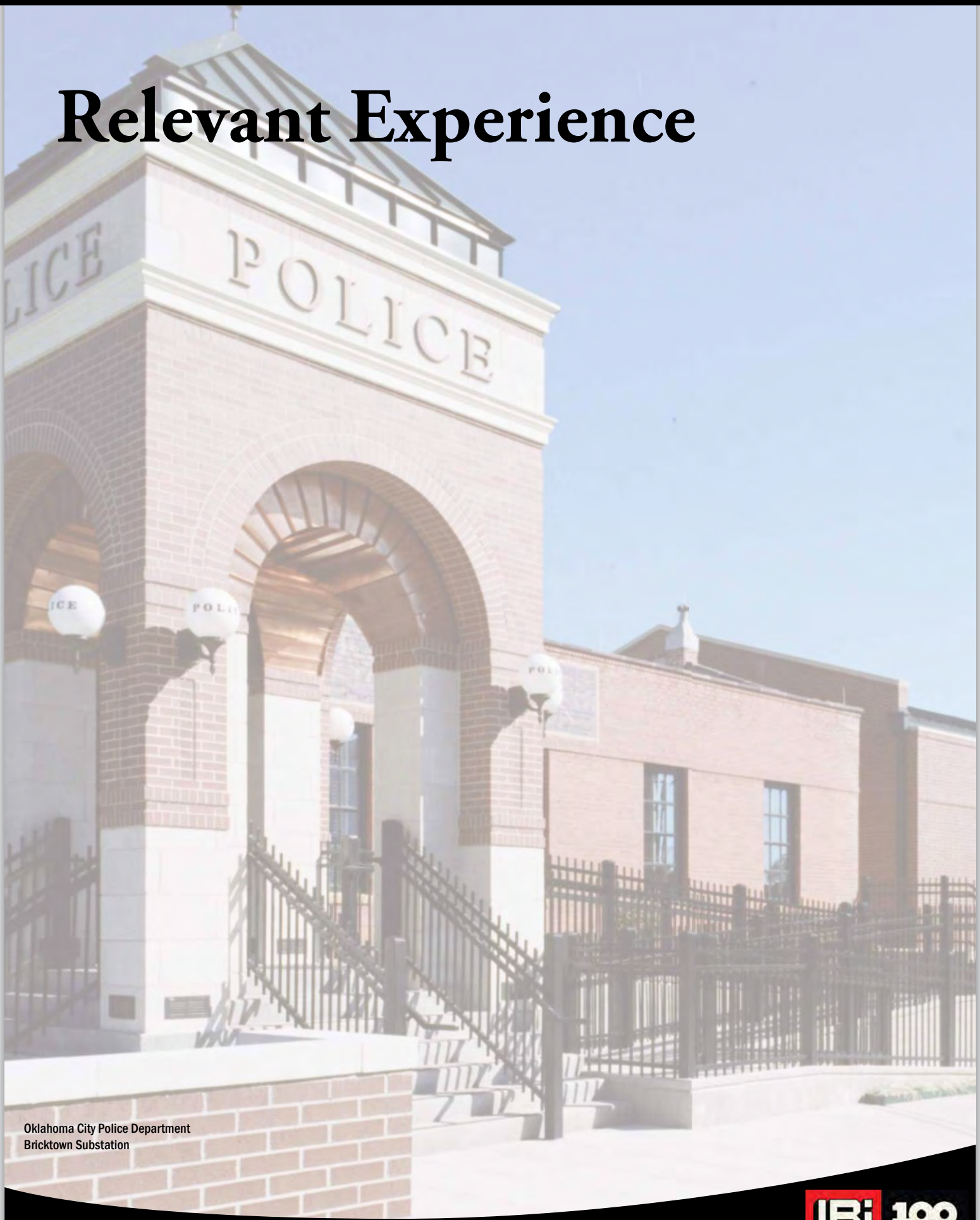
References:

Ron Ramming
Connors State College
rronald@connorsstate.edu
918-463-6264

George Winters
Studio Architecture, PC
405-605-1044
glw@studioarc.com

Bill Ewing III
OSU-OKC
405-945-8631
wewingi@okstate.edu

Relevant Experience



Oklahoma City Police Department
Bricktown Substation

LBi 100 YEARS

Company Experience

Since 1920, Lippert Bros., Inc. has grown from our humble roots in Boone, Iowa to becoming one of the key players in the Oklahoma construction market. Over the nearly 80 years since establishing our operations in Oklahoma City, we have constructed some of the most iconic landmarks in town. The Oklahoma City University Gold Star Library, Citizen's Tower, the original portions of the National Cowboy and Western Heritage Museum, Myriad Gardens Crystal Bridge, and the Oklahoma City National Memorial & Museum are just a few of the projects that have contributed to the storied past of our first century in business.



Citizen's Tower



Myriad Botanical Gardens
Crystal Bridge



Oklahoma City National Memorial

Relevant Project Experience

Over more than a century in the construction industry, Lippert Bros., Inc. has been a part of the evolution of the project delivery process. In fact, we were providing "Construction Management" services long before it had a name and became commonplace in the industry. Our track record of success in delivering Construction Management services is evidenced by the number of clients that return to us for their next project time and time again.

Following this page we have included a selection of our past project experience with relevance to your proposed project.

Relevant Experience

Woodcrest Fire Department
New Fire Station

Location:
Guthrie, OK

Owner:
Woodcrest Fire Department

Contact:
Luke Young
405.535.0102

Architect:
Charles Hoshall

Contract Amount:
$1,591,889

Completion:
October, 2018

Type of Delivery:
CM at Risk

Project Description:
The new fire station building for Woodcrest Fire Department brought to life a years long dream of a new facility to serve this ever growing area in southern Logan County. At 9,770 square feet, the new building offers garage bays for up to twelve fire and emergency response vehicles, administrative office and meeting space, a large community room, and a full kitchen. The building is equipped with a large emergency backup generator which allows the station to serve as a command post in the event of a disaster. The building's design also takes into account future growth that may require the department to transition from volunteer to a 24/7 manned facility.







Relevant Experience

Stillwater Municipal Building & Police Headquarters

Location:
Stillwater, OK

Owner:
City of Stillwater

Contact:
Mary Rupp
405.372.0025

Architect:
HOK, Inc.

Contract Amount:
$11,973,356

Completion:
December, 2002

Type of Delivery:
General Contractor

Project Description:
The first phase of this two phase project was a four story post-tensioned concrete addition to house the Stillwater Police Department. This facility contains an underground parking facility for police vehicles, a sally-port for the transfer of prisoners, jail cells, and numerous administrative offices.

Upon completion of the police department building , the existing three story municipal building was completely gutted and renovated bringing all the mechanical, and electrical systems up to current day building standards while bringing the facility into ADA compliance. The renovation of the municipal building required the relocation of the city employees to either the police complex or other areas of the municipal building to accommodate the renovation process.







Relevant Experience

Oklahoma City Police Department
Bricktown Substation

Location:
Oklahoma City, OK

Owner:
City of Oklahoma City

Contact:
Jim Lewellyn
405.297.2830

Architect:
The Small Group Architects

Contract Amount:
$2,179,158

Completion:
October, 2006

Type of Delivery:
General Contractor

Project Description:
In 2005 Lippert Bros., Inc. received a contract to renovate the Rock Island Freight Building and add on three connected buildings to establish a permanent home for the Police Department in Bricktown. The existing building was torn down to bare masonry walls with the construction of a new roof system, mechanical and electrical systems, interior finishes and included extensive masonry restoration. The existing building is decorated with period replica fixtures, millwork, flooring, wall and ceiling finishes and will function as a lobby and museum.

The balance of the project required the construction of three buildings constructed on raised concrete floors with architecturally finished concrete foundation walls. The new buildings house offices, a lineup room, report rooms, a vehicle storage facility, locker rooms, break room and kitchen.







Relevant Experience

Oklahoma County Cooperative Extension Classroom Building

Location:
Oklahoma City, OK

Owner:
Oklahoma State University

Contact:
Steve Casteel
405.744.1062

Architect:
GH2 Architects, Inc.

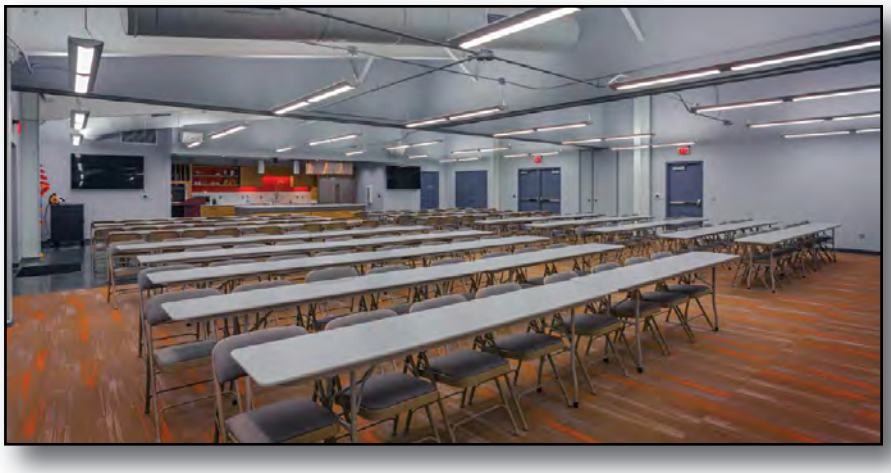
Contract Amount:
$1,469,192

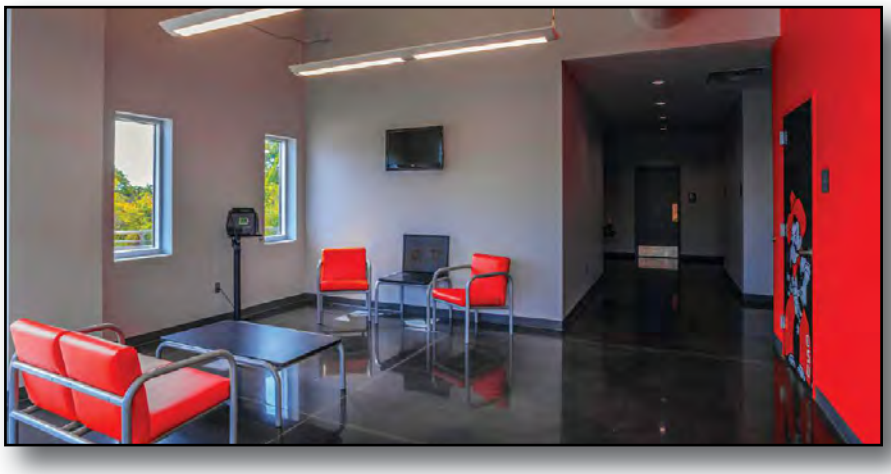
Completion:
September, 2016

Type of Delivery:
CM at Risk

Project Description:
This project involved the construction of a new 5,500 square foot conference facility for the Oklahoma County Cooperative Extension Service in Oklahoma City. The building is constructed of a pre-engineered building frame with a combination of masonry veneer, metal wall panels, and storefront glazing at the exterior walls. The interior features a large assembly room that can be subdivided into three smaller classrooms with intersecting operable partition walls. A demonstration kitchen is the focal point of the north end of the assembly room.







Relevant Experience

Oklahoma Association of Electric Cooperatives Conference Center

Location:
Oklahoma City, OK

Owner:
Oklahoma Association of Electric Cooperatives

Contact:
Sid Sperry
405.607.0160

Architect:
Studio Architecture, PC

Contract Amount:
$2,935,784

Completion:
October, 2014

Type of Delivery:
Design-Build

Project Description:
This project involved an 11,000 square foot addition to an existing office facility for the Oklahoma Association of Electric Cooperatives. The building is constructed of structural steel framing with a combination of brick, EIFS and glass curtain wall making up the building envelope. The facility includes a dedicated board room to accommodate the organization's 60 member board as well as a large multi-purpose room that can be divided into to two large conference rooms. A new lobby acts as the connection between the new and existing buildings. Other features of the building include a safe room, catering kitchen, restrooms and a large corridor doubling as a pre-function gathering space.







Relevant Experience

YWCA Thelma Gaylord Emergency Shelter

Location:
Oklahoma City, OK

Owner:
YWCA of Oklahoma City

Contact:
Jan Peery
405.948.1770

Architect:
Frankfurt Short Bruza

Contract Amount:
$8,085,406

Completion:
March 2015

Type of Delivery:
CM at Risk

Project Description:
The Thelma Gaylord Emergency Shelter for the YWCA of Oklahoma City includes the construction of a 30,000 square foot women's shelter. The building construction consists of a conventional structural steel frame with exterior framed walls and masonry veneer. The facility includes 33 private resident rooms, a full commercial kitchen and dining room, meeting spaces, a clinic, offices and administrative space for the various services provided to the occupants. In addition to the new facility, the project also includes improvements to the existing campus parking lots.







Relevant Experience

The Homeless Alliance
WestTown Single Room Occupancy (SRO) Building

Location:
Oklahoma City, OK

Owner:
The Homeless Alliance

Contact:
Dan Straughan
405.445.8826

Architect:
Frankfurt Short Bruza

Contract Amount:
$1,306,851

Completion:
September 2015

Type of Delivery:
Negotiated General Contractor

Project Description:
The WestTown SRO building is the third major project Lippert Bros., Inc. completed in partnership with the Homeless Alliance in the development of their campus. This 7,600 square foot building was constructed using a pre-engineered building system, finished with metal panels at the exterior walls along with an expansive glass storefront wall at the entry and lounge area. The building includes 20 individual living units, four of which are ADA accessible, that feature a private bedroom, bathroom, and small kitchenette space. Common use areas of the building include a lounge and laundry facilities. These units serve as a transitional space for clients moving from homelessness to permanent housing.







Relevant Experience

City Rescue Mission
Men's Center

Location:
Oklahoma City, OK

Owner:
City Rescue Mission

Contact:
Tom Jones,
405.232.2709

Architect:
TAP Architecture

Contract Amount:
$3,491,659

Completion:
March, 2015

Type of Delivery:
Negotiated GC

Project Description:
Lippert Bros., Inc. was recently asked back by the City Rescue Mission to provide construction services for their new Men's Center. The project consists of the renovation of two connected buildings adjacent to the City Rescue Mission's current facility transforming them into a dormitory type housing unit for homeless men in the Oklahoma City metro area. Within the renovated building space, the project included a full service commercial kitchen, shower and laundry facilities. The project also involved the addition of an elevator and stair tower which also serve as one of the primary building access points.







Relevant Experience

Oklahoma State University
Fire Protection Publications Building Expansion

Location:
Stillwater, OK

Owner:
Oklahoma State University

Contact:
April Ebey
405.744.1062

Architect:
KKT Architects, Inc.

Contract Amount:
$2,848,008

Completion:
February 2017

Type of Delivery:
CM at Risk

Project Description:
This project involved the construction of an 11,000 square foot, two story building addition to the existing Fire Protection Publications building near the northwest corner of the OSU Stillwater campus. The new space includes a large conference room that can be divided into three smaller meeting rooms and additional offices. The building structure is constructed of tilt-up concrete panels with internal structural steel framing. In keeping with other buildings in this area of the campus, the building features a geothermal mechanical system.







Relevant Experience

Better Business Bureau of Central Oklahoma Office Renovation

Location:
Oklahoma City, OK

Owner:
Better Business Bureau of Central Oklahoma

Contact:
Kitt Letcher
405.239.6081

Architect:
3 Level Design

Contract Amount:
$1,091,946

Completion:
February, 2016

Type of Delivery:
Negotiated GC

Project Description:
This project involved the complete gut and remodel of the existing 7,000 square foot office space owned by the Better Business Bureau of Central Oklahoma in downtown Oklahoma City. Following the renovation of the building's interior, the new configuration provided for eleven private offices, two open work areas, a break room and kitchenette, two copier/work rooms, a new reception area, and a large conference space to accommodate board meetings and training sessions. The project also included a complete refreshing of the exterior facade with masonry work and EIFS, a new storefront entrance at the relocated main entry, and building signage. Improvements to the site included a new parking lot to the west of the building enclosed within a decorative metal fence.







Relevant Experience

The Children's Center Rehabilitation Hospital
Activities of Daily Living Building

Location:
Bethany, OK

Owner:
The Children's Center Rehabilitation Hospital

Contact:
Albert Gray
405.440.9866

Architect:
Studio Architecture, PC

Contract Amount:
$3,987,868

Completion:
January 2021

Type of Delivery:
CM at Risk

Project Description:
This project involved the transformation of an existing pre-engineered building into a 28,000 square foot Adaptive Recreation & Fine Arts Center, including a music/sound therapy area, therapy pool, recreational court, dance studio, performing arts stage, a cafe, an adaptive therapy house and bus, a greenhouse, and art studio.

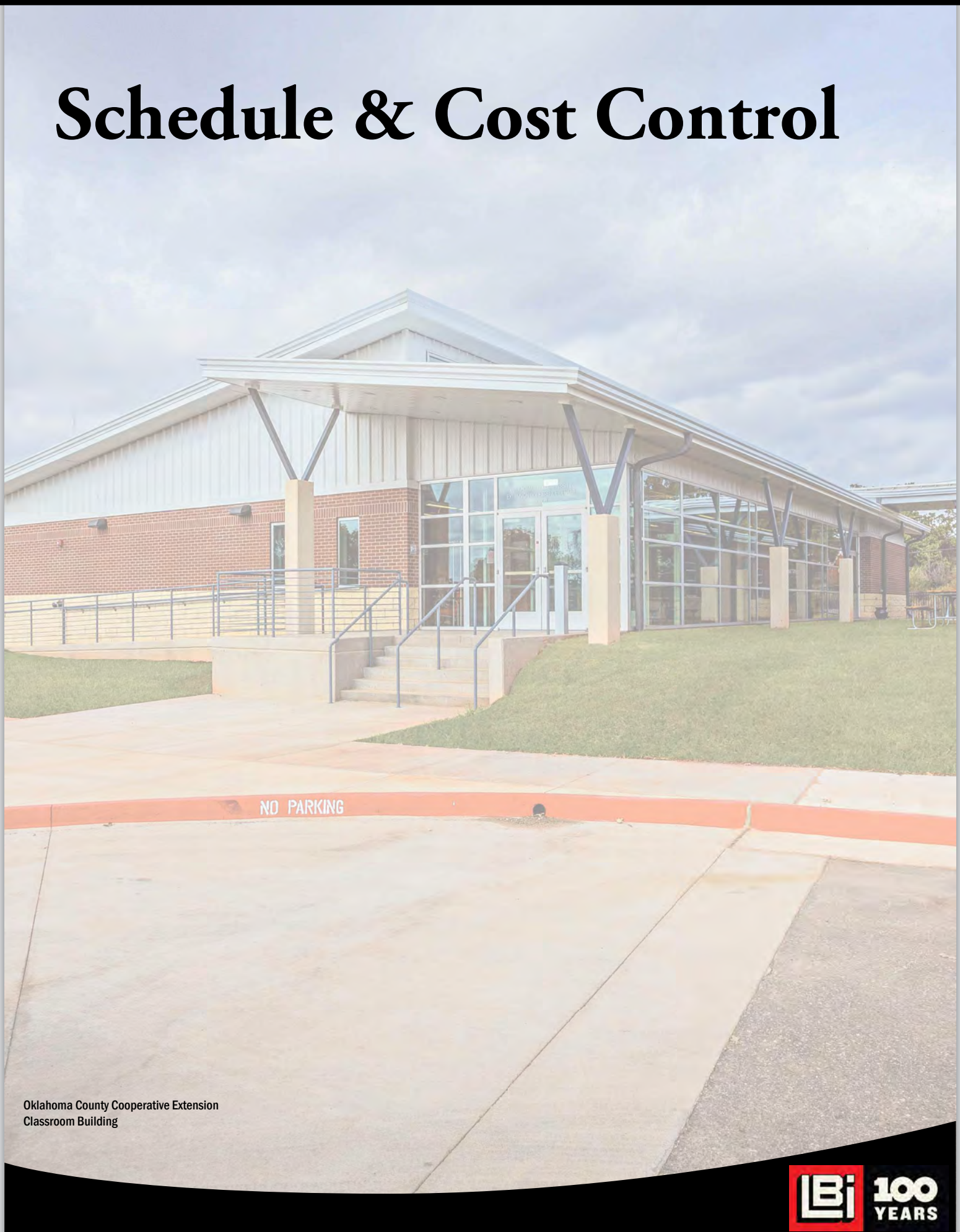
The project is an exciting addition to our community. A result of careful planning, team collaboration, and diligent safety practices, we made history with the creation of a state-of-the-art children's therapy center that was the first of its kind to be affiliated with a pediatric hospital. Through creative design, it includes new technology and everyday components adapted to provide accessible learning tools for the patients at the Children's Center.







Schedule & Cost Control



Oklahoma County Cooperative Extension
Classroom Building

LBi 100 YEARS

Schedule & Cost Control

Schedule Management

Preliminary Scheduling - LBI will prepare a preliminary schedule at the beginning of the preconstruction phase of the project. This schedule will be used to coordinate and integrate the services and activities of the owner, the design team and Lippert Bros., Inc. This schedule will outline the design phases based on information provided by the architect, milestones such as different estimates, establishment of the Guaranteed Maximum Price, start and completion of the different phases of the project.

Schedule Development - As the preconstruction phase of the project moves forward and specific construction materials, methods and details are identified, LBI will begin to expand the project schedule to include the following information:

- Activity sequences and durations
- Receipt and approval of pertinent information
- Establishment of the Guaranteed Maximum Price
- Preparation and processing of shop drawings, product data, samples and other submittal items that may be required
- Procurement of materials and/or equipment with long lead times
- Owner's occupancy requirements
- Substantial completion

Phase Issuance of Drawings/Bid Packages - Lippert Bros., Inc. will be constantly evaluating the project schedule and budget. We will use these two tools to make recommendations to the owner and architect as to whether or not it will be necessary to phase the issuance of the construction documents to facilitate the work on site and/or allow for early material procurement to avoid cost increases for long lead items.

CPM Schedule - Lippert Bros., Inc. will implement a Critical Path Method schedule which is the most widely accepted scheduling method in the industry today. This type of schedule allows us to identify and track critical activities that affect the overall progress of the job. Also, in the event that a change in scope of work is proposed, we will be able to modify the associated activities and analyze the impact that the proposal may have on the overall project completion. It will be the project manager's responsibility to prepare the initial schedule and update it on a monthly basis.

Schedule & Cost Control

Cost Control

Lippert Bros., Inc. understands the importance of maximizing every dollar spent by our clients. The things listed below, while standard procedures and principals for LBI's approach to the construction management process, are effective ways for controlling costs on any given project.

Review and ownership of the drawings – As your Construction Manager, we feel that it is our duty to capitalize on our involvement with the project team from concept all the way through to the production of the bidding set of documents. This involvement allows us to help guide the drawings in a direction that leaves little to question once we reach 100% Construction Documents. This will be a collaborative effort by our entire team, including the project manager, the superintendent, and our estimating team. Together they will assist with coordination between the drawings and specifications and perform constructability reviews to ensure all the information that is needed to build the facility is accounted for in a way that eliminates doubt on the part of subcontractors. All of this as an important part of the effort to get the most reliable pricing on bid day.

Bid package scopes of work – Another important step in the preconstruction process that we utilize is the development of bid packages with specific scopes of work. This builds on the idea of making the expectations for every bidder clear and straightforward. As we navigate through the design process, as part of our services, we will begin defining bid packages for individual subcontractor and supplier scopes of work including cast-in-place concrete, plumbing, HVAC, electrical, etc. As the plans and specifications progress, these individual bid package scopes of work will be fine-tuned and ultimately included in the project specifications. They will act as a set of specific instructions to define what a given bidder should include in their pricing. This works to eliminate confusion which in turn drives down the cost of unknown variables in the bids received.

Contingency – As the project moves into the construction phase, we strongly encourage the Owner to carry a contingency fund for inevitable unknown factors that may come up as well as a reserve that can be used for items that may not have been asked for in the original scope of work for the project. Having this safety net built into the budget allows a for these items to be absorbed without increasing the overall contract amount by change order. But just because the dollars are there does not mean they have to be spent.

Project Workload



Better Business Bureau of Central Oklahoma Building Renovation

LBi 100 YEARS

Project Workload

Project Workload & Current Projects

Lippert Bros., Inc. averages approximately 15 major projects under construction at any given time with an average annual volume of construction put in place of $50-55 million. With 1-2, $20+ million projects anchoring the upper end of our typical work program, the remainder of our project workload ranges in size from $1-15 million. With our current workload, as displayed in the listing of projects below, we feel that the timing of your project fit well with our future work schedule.



Edmond Public Schools
Redbud Elementary Phase 2 & 3

Location: Edmond, OK
Owner: Edmond Public Schools
Architect: The Stacy Group
Contract Amount: $9,861,446
Delivery Type: Construction Manager
Percent Complete: 67%



First United Bank - Moore Branch

Location: Moore, OK
Owner: First United Bank & Trust
Architect: Gensler
Contract Amount: $24,261,434
Delivery Type: Construction Manager
Percent Complete: 79%



Kickingbird Golf Clubhouse

Location: Edmond, OK
Owner: City of Edmond
Architect: Bockus Payne Associates Architects
Contract Amount: $13,949,556
Delivery Type: General Contractor
Percent Complete: 96%



Piedmont Middle School

Location: Piedmont, OK
Owner: Piedmont Public Schools
Architect: The Stacy Group
Contract Amount: $17,325,000
Delivery Type: General Contractor
Percent Complete: 30%

Project Workload

Science Museum Oklahoma
New Planetarium Renovation

Location: Oklahoma City, OK
Owner: Science Museum Oklahoma
Architect: Studio Architecture
Contract Amount: $4,800,000
Delivery Type: General Contractor
Percent Complete: 1%



Victory Life Academy

Location: Durant, OK
Owner: Victory Life Church
Architect: BACA
Contract Amount: $10,326,920
Delivery Type: Construction Manager
Percent Complete: 26%



First National Bank
Northwest Expressway Branch

Location: Oklahoma City, OK
Owner: First National Bank & Trust Co.
Architect: LWPB, Inc.
Contract Amount: $8,000,000
Delivery Type: Construction Manager
Percent Complete: In Preconstruction

University of Central Oklahoma
School of Design Renovation & Conversion

Location: Edmond, OK
Owner: University of Central Oklahoma
Architect: REES Associates
Contract Amount: $5,500,000
Delivery Type: Construction Manager
Percent Complete: In Preconstruction



Midwest City
Multipurpose Athletics Complex Phase 2

Location: Oklahoma City, OK
Owner: City of Midwest City
Architect: Guernsey
Contract Amount: $2,000,000
Delivery Type: Construction Manager
Percent Complete: In Preconstruction

Project Workload

OSU-OKC HUB Renovation

Location: Oklahoma City, OK
Owner: Oklahoma State University-OKC
Architect: Studio Architecture
Contract Amount: $662,533
Delivery Type: Construction Manager
Percent Complete: 4%



OUHSC University Research Park Building 755 3rd Floor Laboratory Renovation

Location: Oklahoma City, OK
Owner: University of Oklahoma
Architect: Beck Design
Contract Amount: $10,000,000
Delivery Type: Construction Manager
Percent Complete: In Preconstruction



OUHSC Basic Sciences Education Building 3rd Floor Laboratory Renovation

Location: Oklahoma City, OK
Owner: University of Oklahoma
Architect: Beck Design
Contract Amount: $2,644,000
Delivery Type: Construction Manager
Percent Complete: In Preconstruction



OUHSC Basic Sciences Education Building Temporal Bone Laboratory

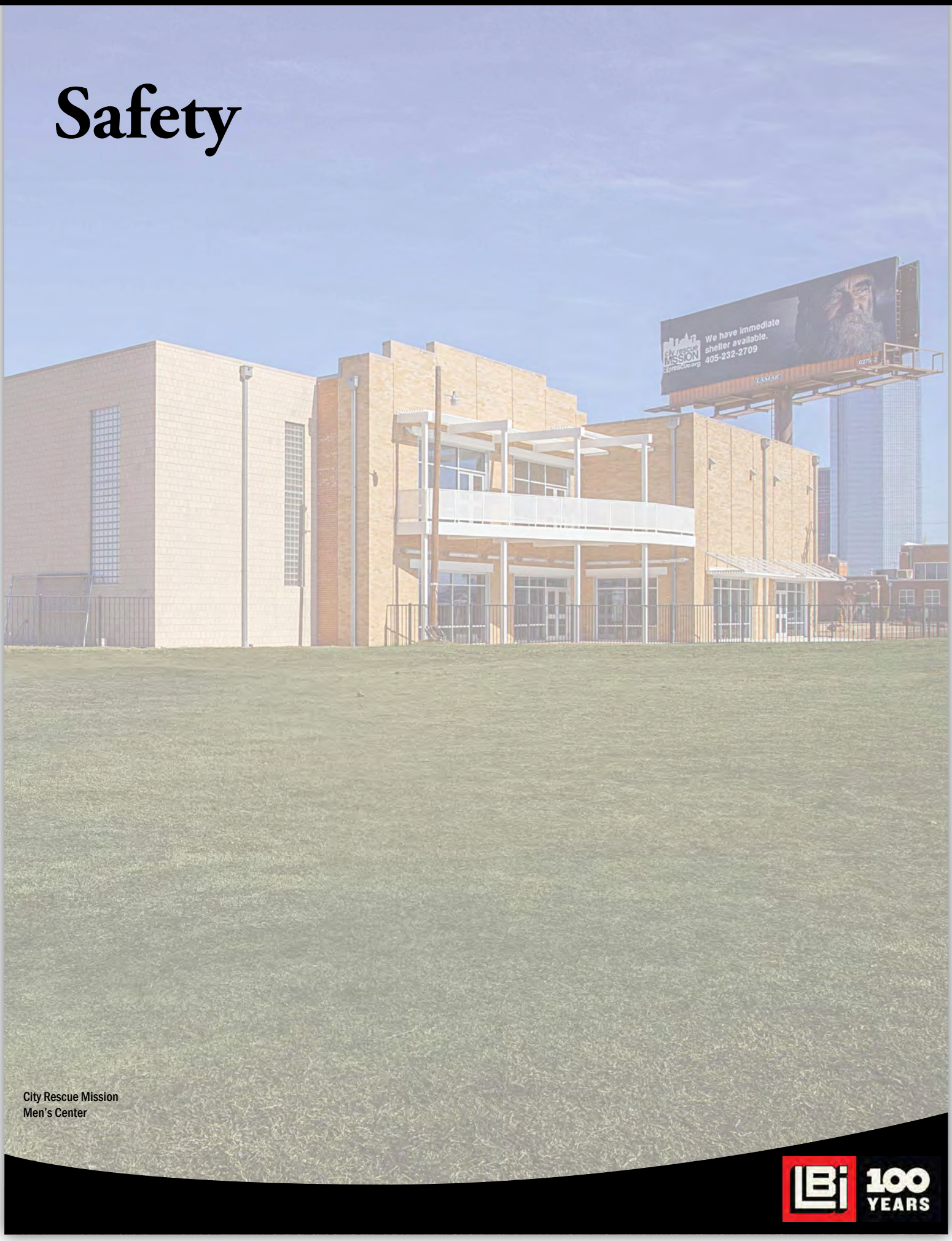
Location: Oklahoma City, OK
Owner: University of Oklahoma
Architect: Miles Architecture
Contract Amount: $545,000
Delivery Type: Construction Manager
Percent Complete: In Preconstruction



Oklahoma City Public Schools Northwest Classen High School Addition

Location: Oklahoma City, OK
Owner: Oklahoma City Public Schools
Architect: JHBR
Contract Amount: $17,500,000
Delivery Type: Construction Manager
Percent Complete: In Preconstruction

Safety



City Rescue Mission
Men's Center

Safety

Experience Modification Rate

Below is our Experience Modification Rating (EMR) for the current and previous two years:

Current:	0.74
August 2021-July 2022:	0.70
August 2020-July 2021:	0.70
August 2019-July 2020:	0.70

Company Safety Program

We believe that our longstanding safety record is directly attributable to the quality of our field staff and the family atmosphere that is the foundation of our company culture. Each of our team members is taught that they are not only to be responsible for their own safety but for that of their co-worker's on site, whether they are LBI employees or those of a subcontractor or even an owner.

All of our staff members have been OSHA 30-Hour, First Aid and CPR Certified at a minimum. We also provide continuing education for our staff providing them with a number of classes every year that help to teach new techniques and safety procedures as well as reinforce and sharpen the old standards. Examples of other classes and/or certifications that many of our staff members have obtained include:

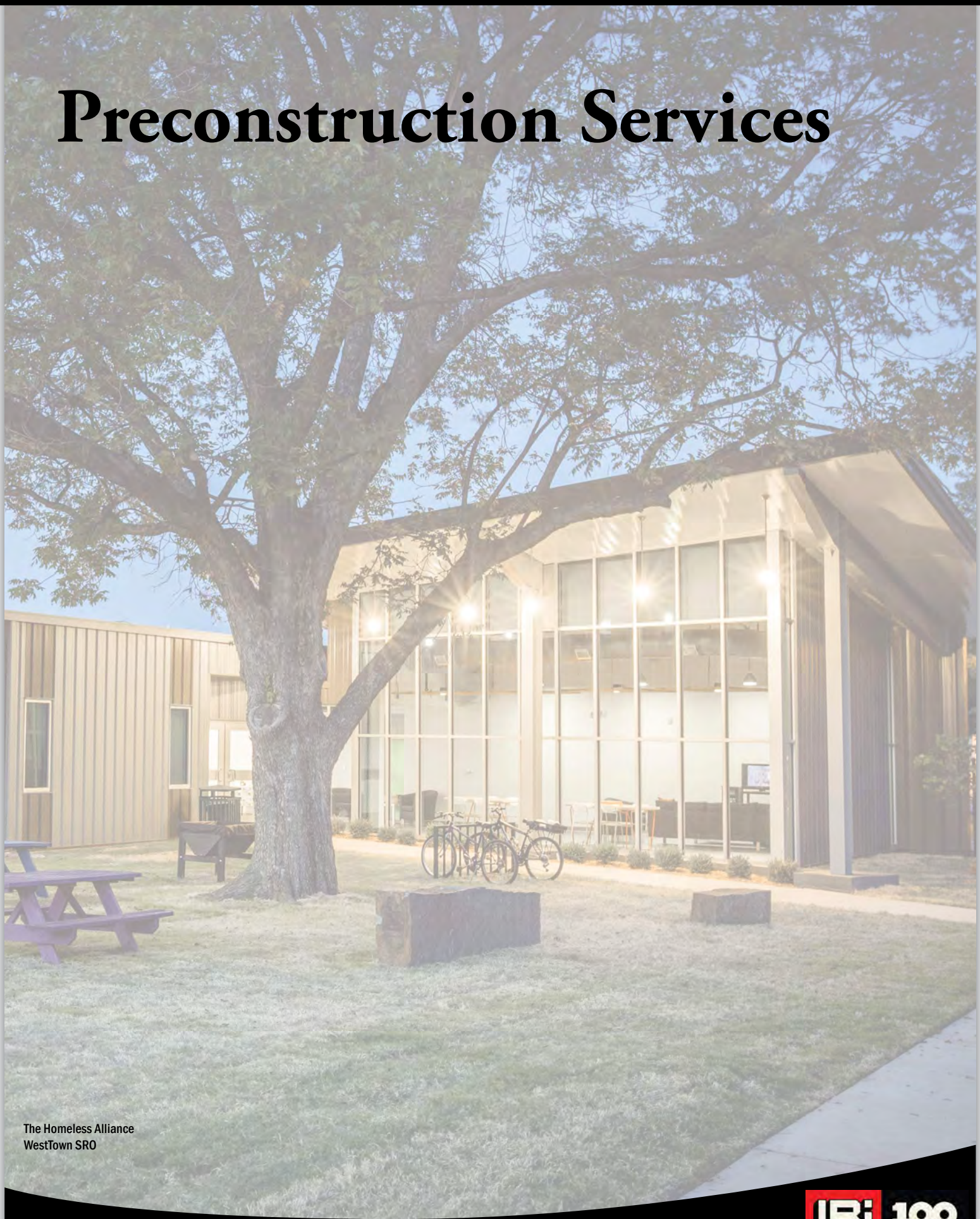
- Scaffold Safety
- Confined Space Training
- Advanced Fall Protection
- Fork Lift Training
- Basic Rigging Practices for Construction Training
- Excavation, Trenching & Shoring training

LBI maintains a strict alcohol and drug free job site policy. We have zero tolerance for the use of alcohol or drugs by any person on our job site or prior to arriving at our job site. All LBI employees have been required to pass pre-employment drug screenings and continue to be subject to company-wide random drug tests that are conducted on a monthly basis.

Our superintendents conduct weekly safety meetings at each project site which include review of specific items of work that are currently scheduled and the potential dangers that may be related to these. They also provide a tool box safety talk, which may be on a topic unrelated to the current work which helps to broaden each employee's general knowledge and understanding of their role in the company safety program.

Coordination of the company-wide safety programming is overseen by our third-party safety consultant, Capital City Safety.

Preconstruction Services



The Homeless Alliance
WestTown SRO

LBi 100 YEARS

Preconstruction Services

Our project team for the City of Bethany Fire Station Addition project will consist primarily of a Project Manager, Estimator, and Superintendent who will work side by side with the owner and design consultants to pinpoint the overall goals of the entire project team. We believe that the proper establishment of a team approach at the onset of the project is critical to the success of the project from the perspective of all involved. We will work to ensure that the team concept is maintained throughout all phases of work so that, in the end, all parties involved can walk away from the project having had a good experience and the knowledge that the team successfully worked together to provide the owner with a quality project of which they, and the entire team, can be proud. Methods to accomplish the above items would be:

Concept Goals Workshop

- Review/Define the owner's needs with respect to quality, size, function, schedule and budget.
- Define owner's wants if a budget surplus is identified.
- Identify possible LEED requirements or other sustainable design responsibilities.
- Define and clarify owner's performance criteria for the final facility.
- Enable clear responsibilities and timetables to be set for all team members and ensure that each has the information and direction necessary to be goal oriented.
- Determine possible application of BIM (Building Information Modeling)

Site Assessment Meeting

- Define site logistics such as: staging, safety, field office locations, utility requirements, fencing, noise control, erosion control, deliveries, etc.
- Visualize and model to ensure the appropriate layout to best fit the site and any ongoing operations of the Owner.
- Ensure complete owner understanding of project through proper layout.

Estimating

- All estimates are reviewed by multiple parties.
- Comparison estimates to evaluate different materials and methods provided as needed.
- Constructibility reviews in conjunction with all estimates.
- Two week turn-around on estimates

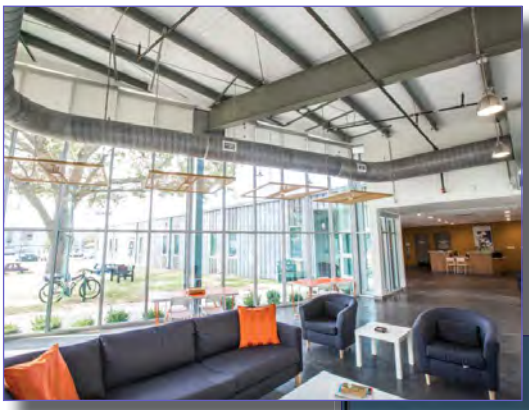
Preconstruction Services

Value Engineering Workshops

- Discuss alternative means and methods to add value and reduce cost.
- Discuss alternative materials to add value and reduce cost.
- Perform Life Cycle Costing Analysis for alternatives to achieve maximum long term benefit for the owner.

Bid Package Development Workshops

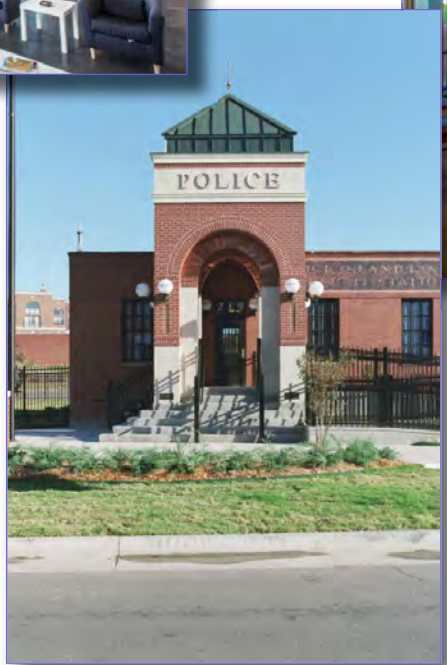
- Engage the design team as an integral part of bid package development.
- Provide clearly defined and manageable scopes of work for all bid packages.
- Define long lead times as early release bid packages that may be necessary to meet the project schedule.
- Define areas of work that might be required to be bid as alternates.
- Coordinate the release and receipt of bid packages with local projects for optimum trade contractor participation.
- Organize pre-bid conferences to ensure maximum transparency of the scopes of work.



WestTown SRO



YWCA of Oklahoma City
Thelma Gaylord Emergency Shelter



Oklahoma City Police Department
Bricktown Substation

LBi 100 YEARS

Quality Control



Oklahoma State University
Fire Protection Publications Building
Addition

Quality Control

Quality Control

In the construction management process, quality control begins at the onset of the assembly of the project team. Through the design development process the owner, designer and construction manager work together to pinpoint the details of the project with a focus on things like constructability and the selection of the right means, methods, and materials to deliver a quality result. This team effort from the beginning helps mitigate many of the issues that might come up later in the construction phase, in turn helping ensure the quality of the finished product.

Experience is a cornerstone to quality control, and with our superintendents averaging twenty-two years of construction experience we couldn't pick a better group of individuals to be on the front lines of our projects. They have spent years observing construction processes and techniques from one end of the spectrum to the other. This experience allows them to be at least a step ahead to see things that might not be clear on the plans before they are built and become an issue.

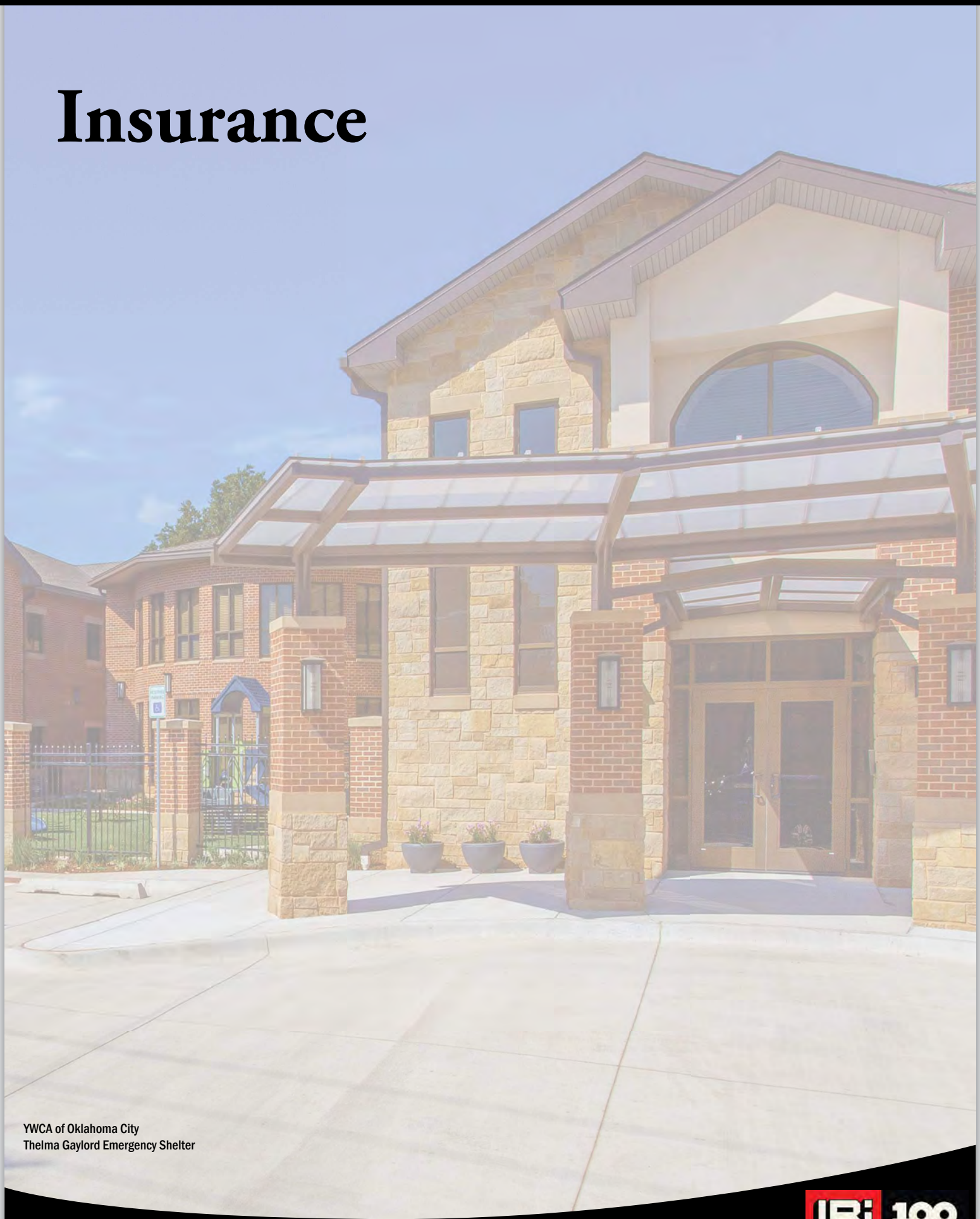
Technology has become a driving force in Lippert Bros., Inc.'s quality control efforts over recent years. With the implementation of Procore, our web-based project management system, instant transfer of information electronically between all members of the team from the owner down to the subcontractors has helped work toward closing the information gap. Procore is a cloud based project management system that offers instant, up-to-date access to everything from current drawing sets to submittals and RFIs to anyone involved with the project. With mobile access available on devices like iPads and iPhones, the people in the field have access to information that in the past may have taken hours or days to find and get in their hands. This all helps make sure that everyone is on the same page as construction progresses, which helps eliminate mistakes and rework.

Communication is key, and with many of our superintendents still performing or managing our self-performed work, they are out on the site interacting with the tradesmen and their foremen on a constant basis. We pride ourselves on building relationships with our subcontractors. Building relationships and maintaining open communication, especially in the field helps everyone stay ahead of issues before they have a chance to turn into problems.

Below is a list outlining the items that are contained in LBI's QA/QC program.

1) Management Staff Responsibility & Authority
2) Drawing & Specification Review & Coordination
3) Prequalification of Products, Suppliers, & Subcontractors
4) Submittal Review & Processing
5) Document & Record Control
6) Materials & Workmanship Standards & Control
7) Management of Resources
8) Coordination of Inspections
9) RFI Processing
10) Coordination of Testing Laboratory, Testing Requirements & Frequency
11) Long Range QA/QC Plan

Insurance



YWCA of Oklahoma City
Thelma Gaylord Emergency Shelter

LBi 100 YEARS

Insurance

Our Insurance

Lippert Bros., Inc. is partnered with Arthur J. Gallagher Risk Management Services, Inc., for all of our insurance needs. This includes coverage for worker's compensation, general liability, automobile, umbrella, and builder's risk. Following this page is a reference letter from our agent as well as a sample certificate outlining our standard coverages. This coverage can be tailored to the specific requirements of any given project.

Subcontractor Insurance

As a standard practice, all subcontractors are required to maintain a minimum limit of $500,000 across all lines of coverage, with some specific trades requiring more. This minimum insurance requirement is outlined in the terms and conditions of Lippert Bros., Inc.'s standard subcontract agreement. The insurance coverages may also be customized to the Project/Owner's desired requirements. The required coverages and limits would be clearly defined in the project specifications. As a part of our administrative processes for execution of subcontracts, LBI will require that a current copy of any subcontractor's insurance certificates outlining the appropriate coverages be on file prior to them setting foot on site. We have procedures in place to ensure that a current copy of these certificates remain on file throughout the course of the project and for a three year completed operations period beyond project completion.



Oklahoma City Fire Department
Fire Station No. 13

Gallagher

Insurance | Risk Management | Consulting

Wednesday, August 31, 2022

Lippert Bros Inc.
PO Box 17450
Oklahoma City, OK 73136

To whom it may concern,

Please find the below historical Experience Modification factors for Lippert Bros by policy. If any additional information is needed, please do not hesitate to reach out to our team.

- **08/01/2022 – 08/01/2023 – 0.74**
- **08/01/2021 – 08/01/2022 – 0.70**
- **08/01/2020 – 08/01/2021 – 0.70**
- **08/01/2019 – 08/01/2020 – 0.70**
- **08/01/2018 – 08/01/2019 – 0.70**

Thank You,



Bradley Schick
Bradley_Schick@AJG.com
Area Vice President
615 East Britton Road
Oklahoma City, OK 73114

© 2022 Arthur J. Gallagher & Co.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/2/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 615 East Britton Road Oklahoma City OK 73114	**CONTACT NAME:** Amber Page **PHONE (A/C, No, Ext):** 405-639-3812 **FAX (A/C, No):** **E-MAIL ADDRESS:** Amber_Page@ajg.com
INSURED Lippert Bros., Inc. PO BOX 17450 Oklahoma City OK 73136	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** National Fire Insurance Co of Hartford / 20478 **INSURER B :** Continental Casualty Company / 20443 **INSURER C :** Continental Insurance Company / 35289 **INSURER D :** Valley Forge Insurance Company / 20508 **INSURER E :** Columbia Casualty Company / 31127 **INSURER F :** Hartford Fire Insurance Company / 19682

COVERAGES **CERTIFICATE NUMBER:** 1715255690 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			7015153333	8/1/2022	8/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY X Drive Other			7015153347	8/1/2022	8/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED RETENTION $			7015153364	8/1/2022	8/1/2023	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		7015153350	8/1/2022	8/1/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B E F	Builders Risk Professional Liability Contractors Equipment			IM7034138862 C7017979273 38MSZR1876	8/1/2022 8/1/2022 8/1/2022	8/1/2023 8/1/2023 8/1/2023	Builders Risk Occurrence/Aggerate Rented Equipment	$35,000,000 $1M/$2M $150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Builders Risk Deductible - $10,000

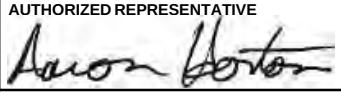
CERTIFICATE HOLDER

Insured's Copy

CANCELLATION

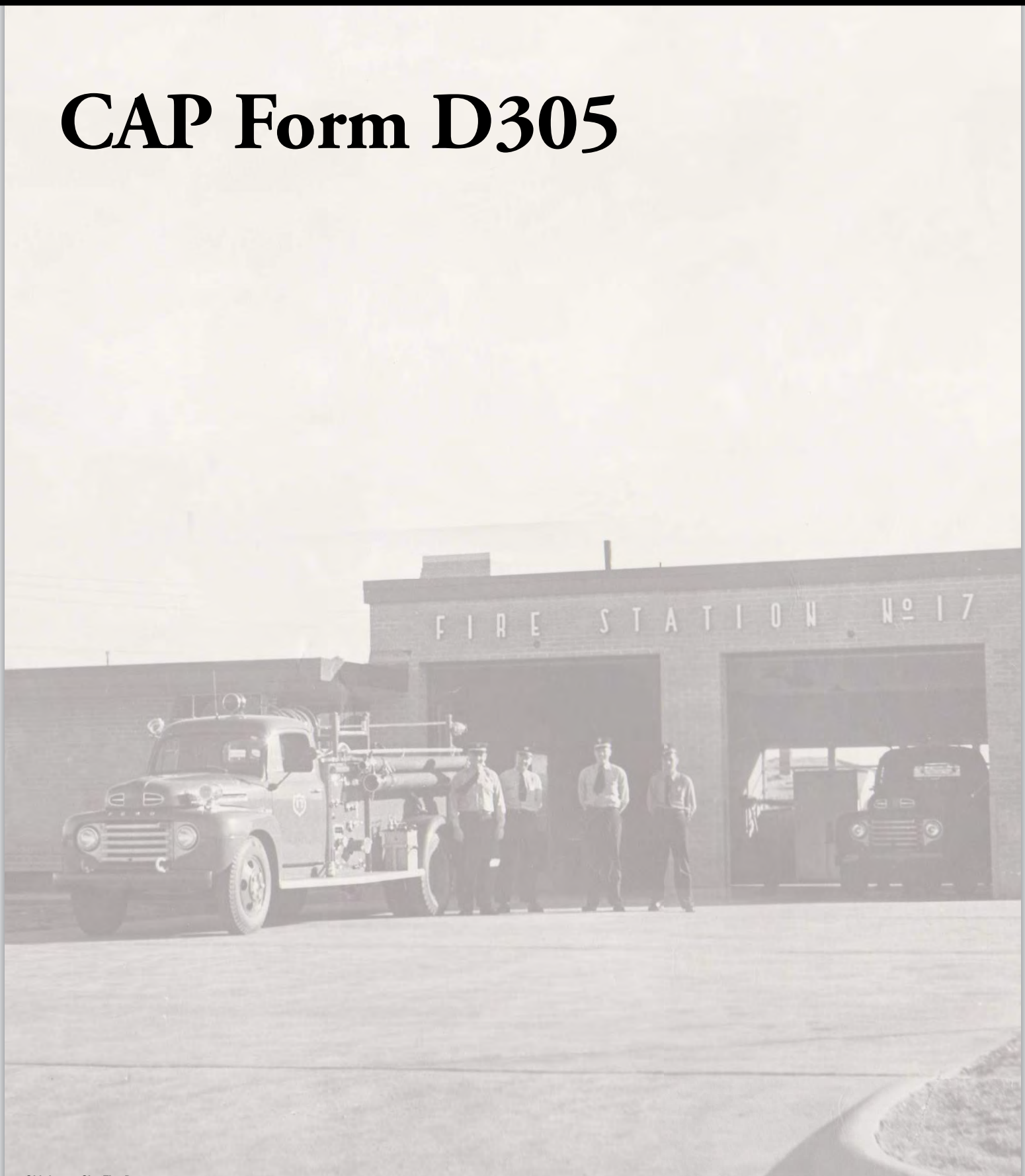
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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CAP Form D305



Oklahoma City Fire Department
Fire Station No. 17

FILE

OKLAHOMA Construction Manager (CM) / Design-Builder (DB) Registration

Office of Management & Enterprise Services ■ Capital Assets Management ■ Department of Real Estate Services ■ Construction and Properties

Both Construction Manager and Design-Build firms must update this Registration form annually by submitting a current, unaltered version of this form. Failure to provide current information will result in the loss of registration status. The current form may be obtained at https://oklahoma.gov/omes/services/construction-and-properties/cap-forms.html.

DATED this 3rd day of January in the year **20** 22.

SUBMITTED TO OWNER:
State of Oklahoma
OMES/CAM/DRES Construction and Properties
P.O. Box 53448
Oklahoma City, OK 73152-3448
cap@omes.ok.gov

REGISTRATION FOR:
Construction Manager
If selected to provide said services, the firm shall be financially responsible for the delivery of all services required by the Agreement.

SUBMITTED BY:
Lippert Bros., Inc. *(Company Name)*
PO Box 17450 *(Address)*
Oklahoma City, OK 73136 *(City, State ZIP)*
lippert@lippertbros.com *(Single POC Email)*
(405) 478-3580 *(Telephone Number)*

Principal Office: ■ Yes ☐ No
73-0679720 *(EIN/TIN Number)*

■ Corporation ☐ Partnership ☐ Individual ☐ Joint Venture ☐ LLC ☐ LLP ☐ LLPC ☐ Other

Type of Qualifications.
What certification(s) does your firm or employee(s) hold? *[Must provide copy of Certification Certificate from source(s)]*

- ☐ Certified Construction Manager — *Construction Management Association of America*
- ☐ Designated Design-Build Professional — *Design-Build Institute of America*
- ☒ Certified Professional Constructor — *American Institute of Constructors*
- ☒ Certified Construction Contract Administrator — *Construction Specifications Institute*
- ☐ Certified Cost Professional — *Association for the Advancement of Cost Engineering (AACE Int'l)*
- ☐ Certified Estimating Professional — *Association for the Advancement of Cost Engineering (AACE Int'l)*
- ☐ Certified Professional Estimator — *American Society for Professional Estimator*

Note: The Oklahoma Board of Licensed Architects, Landscape Architect and Registered interior Designers policy declaration of August 23, 2011 prohibits an Architect or Landscape Architect from serving as both the Architect/Landscape Architect and Construction Manager on a public project (s)he/it has designed, as a conflict of interest (OAC 55:10:11-4)

1.0 Provided Services.

1.1. What is your organization type for the purposes of this registration endeavor?
☒ Construction Management ☐ Design-Build: *(Select single type below)*
☐ Builder Led, ☐ Designer Led, or ☐ Integrated Design-Builder

1.2. As a Design-Build firm, does your firm employ Oklahoma Licensed/Registered design professionals for the purpose of acting as an Integrated Design-Builder and providing in-house professional design services during project delivery?
Yes ☐ No ☐

1.2.1. If yes, select type(s)
☐ Staff Architects, ☐ Staff Engineers, ☐ Other design professionals: _____

1.3. If as an Integrated Design-Build firm, provide Oklahoma Certificate of Authority/Board Registration number(s): _____

Note: Integrated Design-Build entities may use in-house professional staff or team with architectural and engineering firms for the design component of the Design-Build contract. The Design-Builder will be required to declare their design team when submitting a response to a Request for Qualifications. Design Professionals offering or providing services in Oklahoma must comply with the requirements prescribed by Oklahoma Law and should contact the respective agency for specific requirements: Oklahoma Board of Licensed Architects, Landscape Architects and Interior Designers, phone https://www.ok.gov/architects/; Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors, https://www.ok.gov/pels/.

2.0 Organization.

2.1. How many years has your organization been in business? 102 Years
2.1.1. How many years providing construction services? 102 Years
2.1.2. How many years providing construction management services? 102 Years
2.1.3. How many years providing design services (must be integrated DB)?
2.1.4. How many years providing design-build services?

2.2. How many years has your organization been in business under its present business name? 102 Years

2.2.1. Under what other (e.g. trade name, fictitious name) or former names has your organization operated?

None

2.3. If your organization is a corporation, answer the following:

2.3.1. Corporation is in good standing in state of incorporation: Yes ☒ No ☐

2.3.2. Date of incorporation: 1987

2.3.3. State of incorporation: Oklahoma

2.3.4. President's name: T. M. Lippert

2.3.5. Vice-president's name(s): Joel J. Lippert, Shane VanOosten, Nick Bench

2.3.6. Secretary's name: Tolleson K. Payne

2.3.7. Treasurer's name: Tolleson K. Payne

2.4. If your organization is a partnership, answer the following:

2.4.1. Partnership is in good standing in state of organization: Yes ☐ No ☐

2.4.2. Date of organization:

2.4.3. Type of partnership, if applicable:

2.4.4. Name(s) of general partner(s):

2.5. If your organization is individually owned, answer the following:

2.5.1. Organization is in good standing in state of organization: Yes ☐ No ☐

2.5.2. Date of organization:

2.5.3. Name of owner:

2.6. If your organization is other than those listed above, describe it and name the principals:

3.0 Licensing.

3.1. List jurisdiction and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable:

Oklahoma, Texas, Missouri, Arkansas, Kansas

3.2. List jurisdictions in which your organization's partnership or trade name is filed:

(Out of state firms are required to obtain a Certificate of Authority to transact business in the State of Oklahoma. Certificate applications may be obtained from the Office of the Secretary of State https://www.sos.ok.gov/. An out of state firm who is the apparent low bidder on State work, will be required to obtain the Certificate of Authority before a contract is awarded and executed.)

4.0 Experience.

4.1. List the categories of work that your organization normally performs with its own forces:

Excavation, Demolition, Forms & Concrete Work, Reinforcement Steel Placement, Miscellaneous Steel Erection, Rough Carpentry & Blocking, Concrete Finishing, Finish Carpentry & Millwork, Specialties Installation, Plant and Process Piping

4.2. Claims and Suits. *(if the answer to any of the questions below is yes, attach details.)*

4.2.1. Has your organization ever failed to complete any work awarded to it? Yes ☐ No ☒

4.2.2. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? Yes ☐ No ☒

4.2.3. Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? Yes ☐ No ☒

4.3. Within the last five (5) year, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? Yes ☐ *(if the answer is yes, attach details)* No ☒

4.4. List five (5) major construction projects your organization has in progress, giving the name of project, owner, design professional, project type, contract amount, percent complete, scheduled completion date and delivery method.
(Project Type must be one of the following: Residential, Light Commercial, Multi-family, Healthcare, Environmental, Industrial, Commercial, Institutional or Civil. If Project is renovation, say so in Project Name)

4.4.1. Project Name: Pottawatomie County Administration Building

Industrial	Pottawatomie County
(Project Type)	*(Owner Organization)*
$ 6,472,170.00	Melissa Dennis
(Contract Amount)	*(Owner Contact)*
10%	mdennis-pottcounty@sbcglobal.net 405-878-5528
(Percent Complete)	*(Owner Email and/or Telephone Number)*
10/31/2022	Rand Elliott Architects
(Scheduled Completion Date)	*(Design Professional Organization)*
Construction Manager (Constructor)	Ben Butler
(Delivery Method)	*(Design Professional Contact)*
	bbutler@randelliottarch.com 405-232-9554
	(Design Professional Email and/or Telephone Number)

4.4.2. Project Name: First United Bank - Moore, OK

Commercial	First United Bank & Trust Company
(Project Type)	*(Owner Organization)*
$ 23,954,890.00	John Shakarjian Jr.
(Contract Amount)	*(Owner Contact)*
18%	john.shakarjian@firstunitedbank.com 580-634-6545
(Percent Complete)	*(Owner Email and/or Telephone Number)*
11/30/2022	Gensler
(Scheduled Completion Date)	*(Design Professional Organization)*
Construction Manager (Constructor)	Taylor Coleman
(Delivery Method)	*(Design Professional Contact)*
	taylor_coleman@gensler.com 214-273-1500
	(Design Professional Email and/or Telephone Number)

4.4.3. Project Name: Multipurpose Sports Complex Phase 1

Institutional	City of Midwest City
(Project Type)	*(Owner Organization)*
$ 5,217,370.00	Vaughn Sullivan
(Contract Amount)	*(Owner Contact)*
75%	vsullivan@midwestcityok.org 405-739-1207
(Percent Complete)	*(Owner Email and/or Telephone Number)*
2/28/2022	Guernsey
(Scheduled Completion Date)	*(Design Professional Organization)*
General Contracting (Design-Bid-Build	Steve Scovel
(Delivery Method)	*(Design Professional Contact)*
	steve.scovel@guernsey.us 405-416-8100
	(Design Professional Email and/or Telephone Number)

4.4.4. Project Name: Daystar Foundation & Library Archival Expansion

Commercial	Daystar Foundation & Library
(Project Type)	*(Owner Organization)*
$ 4,868,496.00	Kathy Starrett
(Contract Amount)	*(Owner Contact)*
29%	kws@daystarfoundation.org 405-848-2238
(Percent Complete)	*(Owner Email and/or Telephone Number)*
4/30/2022	Trinity Group Architects
(Scheduled Completion Date)	*(Design Professional Organization)*
General Contracting (Design-Bid-Build	Kevin Galliart
(Delivery Method)	*(Design Professional Contact)*
	krg@trinityarch.com 405-947-7262
	(Design Professional Email and/or Telephone Number)

4.4.5. Project Name: Kickingbird Gold Clubhouse

Commercial	City of Edmond
(Project Type)	*(Owner Organization)*
$ 13,521,339.00	Randy Drew
(Contract Amount)	*(Owner Contact)*

10%	randy.drew@edmondok.com 405-359-4629
(Percent Complete)	*(Owner Email and/or Telephone Number)*
11/30/2022	Brockus Payne Associates Architects
(Scheduled Completion Date)	*(Design Professional Organization)*
General Contracting (Design-Bid-Build	Danny Choate
(Delivery Method)	*(Design Professional Contact)*
	dannyc@bockus-payne.com 405-842-0858
	(Design Professional Email and/or Telephone Number)

4.4.6. State total worth of work in progress and under contract for applicable Registration:

Construction Management - $ 45,164,498.00 Design-Build - $ 2,409,953.00

4.5. List five (5) major projects your organization has completed in the past five (5) years, giving the name of the project, owner, design professional, project type, contract amount, days over or under Contract completion date, date of completion, delivery method and percentage of the cost of work performed with your own forces. *(Project Type must be one of the following: Residential, Light Commercial, Multi-family, Healthcare, Environmental, Industrial, Commercial, Institutional or Civil. If Project is renovation, say so in Project Name)*

4.5.1. Project Name: Redbud Elementary - Edmond Public Schools

Institutional	Edmond Public Schools
(Project Type)	*(Owner Organization)*
$ 20,690,000.00	Jason Ferguson
(Contract Amount)	*(Owner Contact)*
84 under, or over	jason.ferguson@edmondschools.net 405-443-9947
(Days under/over Contract Completion Date)	*(Owner Email and/or Telephone Number)*
8/6/2021	The Stacy Group
(Completion Date)	*(Design Professional Organization)*
Construction Manager (Constructor)	Allison Curran
(Delivery Method)	*(Design Professional Contact)*
13%	acurran@stacy-group.com 506-330-8292
(Percentage of Cost of Work by Own Forces)	*(Design Professional Email and/or Telephone Number)*

4.5.2. Project Name: Love's Office Renovation and Event Center

Commercial	Love's Travel Stops & Country Stores, Inc.
(Project Type)	*(Owner Organization)*
$ 29,851,439.00	Terry Ross
(Contract Amount)	*(Owner Contact)*
34 under, or over	terry.ross@loves.com 405-974-0999
(Days under/over Contract Completion Date)	*(Owner Email and/or Telephone Number)*
5/27/2021	Frankfurt-Short-Bruza Associates, PC
(Completion Date)	*(Design Professional Organization)*
Construction Manager (Constructor)	Todd Crowl
(Delivery Method)	*(Design Professional Contact)*
13%	tcrowl@fsb-ae.com 405-840-2931
(Percentage of Cost of Work by Own Forces)	*(Design Professional Email and/or Telephone Number)*

4.5.3. Project Name: Oklahoma City Public Schools Administration Building

Institutional	Oklahoma City Public Schools
(Project Type)	*(Owner Organization)*
$ 9,695,074.00	Garry Jewell
(Contract Amount)	*(Owner Contact)*
8 under, or over	gwjewell@okcps.org 405-587-1071
(Days under/over Contract Completion Date)	*(Owner Email and/or Telephone Number)*
6/30/2020	GSB, Inc.
(Completion Date)	*(Design Professional Organization)*
General Contracting (Design-Bid-Build	Brent Clark
(Delivery Method)	*(Design Professional Contact)*
15%	bclark@gsb-inc.com 405-848-9549
(Percentage of Cost of Work by Own Forces)	*(Design Professional Email and/or Telephone Number)*

4.5.4. Project Name: UCO Liberal Arts Addition

Institutional	University of Central Oklahoma
(Project Type)	*(Owner Organization)*
$ 14,931,550	Kevin Tero
(Contract Amount)	*(Owner Contact)*
66 under, or over	ktero@uco.edu 405-974-2410
(Days under/over Contract Completion Date)	*(Owner Email and/or Telephone Number)*
07/18/2019	Beck Design
(Completion Date)	*(Design Professional Organization)*

Construction Manager (Constructor)	Casey Tarp
(Delivery Method)	*(Design Professional Contact)*
15%	ctarp@beckdesign.com 405-232-7007
(Percentage of Cost of Work by Own Forces)	*(Design Professional Email and/or Telephone Number)*

4.5.5. Project Name: The Children's Center Bed Tower

Healthcare	The Children's Center
(Project Type)	*(Owner Organization)*
$ 24,076,485.00	Steve Dupus
(Contract Amount)	*(Owner Contact)*
18 under, or 0 over	sdupus@tccokc.org 405-440-9866
(Days under/over Contract Completion Date)	*(Owner Email and/or Telephone Number)*
9/12/2017	KKT Architects, Inc.
(Completion Date)	*(Design Professional Organization)*
Construction Manager (Constructor)	Pam Deatherage
(Delivery Method)	*(Design Professional Contact)*
15%	pam.deatherage@kktarchitects.com 918-744-4270
(Percentage of Cost of Work by Own Forces)	*(Design Professional Email and/or Telephone Number)*

4.5.6. State average annual amount of construction work performed during the past five (5) years for applicable Registration:

Construction Management - $ 26,800,000.00 Design-Build - $ 3,600,000.00

4.6. List the construction experience and present commitments of key individuals of your organization:
(Format: John Doe, PMI, Proj.Mgr.; 10 yrs. as Super., 20yrs. as PM; 30yrs. w/co; 100+ GC & CM projects w/co.; 2 active CM projects.)

T. M. Lippert President	Company Experience 39 Years Construction Experience 43 Years	60 past projects; 0 current projects
Joel J. Lippert Vice President	Company Experience 37 Years Construction Experience 38 Years	55 past projects; 0 current projects
Shane VanOosten Vice President	Company Experience 24 Years Construction Experience 24 Years	46 past projects; 3 current projects
Nicholas W. Bench Marketing Director/ Vice President	Company Experience 22 Years Construction Experience 22 Years	38 past projects; 3 current projects

4.7. If responding YES to 1.2, list the design experience and present commitments of key licensed/registered design professional individuals of your organization:
(Format: Jane Smith, AIA, Design Mgr.; 12yrs. as Architect, 12yrs. w/co., 20+ DB Projects w/co., 2 active DB projects)

5.0 Organizations - References.

5.1. Trade References:

Dolese Bros. Co. - Oklahoma City, OK
HK&S Iron Company - Oklahoma City, OK
The Lumber Shed - Oklahoma City, OK

5.2. Bank Refences:

BancFirst
Attn: Tyler Smith, 405-270-4710
PO Box 26778, Oklahoma City 73126

5.3. Surety.

5.3.1. Name of bonding company: Traveler's Casualty and Surety Company of America

5.3.2. Name, address, and email of agent: Dillon Rosenhamer, Dillon.Rosenhamer@Insurica.com
5100 N Classen Blvd., Suite 300, Oklahoma City, OK 73118

5.3.3. Attach a letter from the bonding company listed above stating the aggregate and single project limit for the Construction Management organization.

6.0 Financial Strength of Firm.

6.1. By checking below, the undersigned acknowledges that the award of any contract for services is contingent on the firm's financial strength and ability to perform the required work at risk. Further, the registrant understands that any specific Request for Letters of Interest and/or Request for Qualifications issued by the State of Oklahoma may require the registrant to provide a financial statement as a condition of participation.

Registrant Agrees ☒ Registrant does not agree ☐

7.0 Signature.

7.1. The undersigned, being duly authorized to sign on behalf of the organization named herein, does swear or affirm, under penalty of perjury, that the contents of this Qualification Statement, and each supporting document, are true and sufficiently complete so as not to be misleading as so dated above.

REGISTRANT (Construction Manager/Design-Builder):

T. M. Lippert 01/03/2022

(Authorized Representative Signature) *(Date Signed)*

T. M. Lippert

(Authorized Representative Printed Name)

President

(Authorized Representative Printed Title)

INSURICA INSURANCE MANAGEMENT NETWORK ®

January 5, 2022

State Construction Administrator
Construction and Properties
Division of Capital Assets Management
P.O. Box 53448
Oklahoma City, OK 73152-3488

RE: Lippert Bros., Inc.
CAP Form D305 Prequalification
CM/DB Renewal

To Whom It May Concern:

Travelers Casualty and Surety Company of America has had the privilege of providing the surety for Lippert Bros., Inc. for over 50 years now. Travelers Casualty and Surety Company of America has an underwriting limit of $209,103,000 and an AMBest rating of A++ (Superior).

It is a pleasure to serve such a fine organization with over 100 years in the construction business. Their reputation of quality workmanship and job timeliness is consistent with their fine ownership.
We have extended surety credit on behalf of this firm in excess of One Hundred Million ($100,000,000) on a single job basis with the overall program (aggregate) in excess of Two Hundred & Fifty Million ($250,000,000) for Hard Bid, Construction Management, and Design-Build type projects.
It is the opinion of Travelers Casualty and Surety Company of America that Lippert Bros., Inc. has demonstrated the necessary management abilities and organizational skills to support projects consistent with your building needs.

Please note that the decision to issue performance and payment bonds is a matter between Lippert Bros., Inc. and Travelers and will be subject to our standard underwriting at the time of the final bond request.

If you have any questions or need any additional information, please do not hesitate to contact us.

Best regards,

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CONN.

Dillon Rosenhamer
Attorney-in-Fact
Travelers Casualty and Surety Company of America

5100 North Classen Blvd., Suite 300
Oklahoma City, OK 73118
P 405.523.2100
F 405.556.2332
www.INSURICA.com

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Dillon Rosenhamer** of **OKLAHOMA CITY**, **Oklahoma**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **5th** day of **January**, **2022**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-In-Fact and the details of the bond to which this Power of Attorney is attached.

The Constructor Certification Commission

of the

American Institute of Constructors

Recognizes

Joel Lippert

who, having fulfilled the necessary requirements of education and professional experience,
having achieved a passing score on the Constructor Qualification Examination – Level 2,
and having agreed to abide by the AIC Constructor Code of Conduct,
is hereby granted the designation

Certified Professional Constructor

Certification Number: 3620
Certification Valid From: 3/25/2020
Certification Valid Until: 12/31/2022
Certification Standard: CCC CQE-L2

Gregg Bradshaw
Commission Chairman

Ethan Gray
Executive Director

This Certified Professional Constructor certificate certifies that the individual listed above has achieved a passing score on the CQE-L2 Advanced Construction Applications Examination, which evaluates knowledge of the skills necessary for the professional practice of construction management at the senior project manager and executive level, as determined by the standard listed above. The AIC Constructor Certification Commission has collaborated with outside experts in relevant subjects to formulate a certification process that will accurately reflect acceptable levels of

The Constructor Certification Commission

of the

American Institute of Constructors

recognizes

Nicholas Bench

For fulfilling the necessary requirements of education and professional experience, having achieved a passing score on the Constructor Qualification Examination – Level 2, Committing to the ongoing professional development, and having agreed to abide by the AIC Constructor Code of Conduct,
is hereby granted the designation of CPC

Certified Professional Constructor

Date of Certification: 11/30/2021
Certified until: 12/31/2023
Examination Standard: CCC CQE L2
Certification # 2239

Gregg Bradshaw
Commission Chairman

Ethan Gray
Executive Director

CSI
Building Knowledge
Improving Project Delivery

CERTIFIED CONSTRUCTION CONTRACT ADMINISTRATOR

This is to certify that

Nicholas Bench, CCCA

Has successfully completed the Certified Construction Contract Administrator examination, demonstrating the required knowledge and ability to administer a contract for construction as prescribed by the Certification Committee of CSI.

Ellen Kay Crews, FCSI, CCS, CCCA
CSI Chair, Board of Directors

Issued: July 2019
Renewal due: June 2022

POPE
CONTRACTING INC.

January 13, 2023

Proposal To:

The City of Bethany
c/o Troy D. Rhodes & Company, Inc.
4323 N.W. 63rd Street, Suite 201
Oklahoma City, OK 73116

Subject: Construction Management at Risk Services

Project: **City of Bethany Fire Station Addition**

Owner: **City of Bethany**

To Whom It May Concern:

We are pleased to present to you our proposal for your upcoming construction management project. Our company has past work experience, on multiple projects, with both The City of Bethany and Troy D. Rhodes, including additions to existing buildings and the roof of the existing Bethany Fire Station. We have always maintained a great working relationship with both while delivering projects that are on time and within budget. After reviewing our qualifications and experience with this scope of work we feel that you will be confident in our ability to deliver quality Construction Management services for your upcoming project. If you have any questions, or for further interview, please do not hesitate to reach out to us.

We appreciate the opportunity to present our portfolio and we look forward to hearing from you!

Sincerely,

Jessica Crain

Jessica Crain

8508 S. Western Avenue • Oklahoma City, OK 73139 • 405.636.0157 • popecontracting@hotmail.com

Proposal for Construction Management at Risk Services

Pope Contracting, Inc.

8508 S. Western Ave.

Oklahoma City, OK 73139

405.636.0157

popecontracting@hotmail.com

Prepared For:

The City of Bethany
c/o Troy D. Rhodes & Company, Inc.
4323 N.W. 63rd Street, Suite 201
Oklahoma City, OK 73116

Company Overview

- In the Commercial Construction business since 1981
- State certified Construction Manager
- Bondable up to $35 million
- Most projects range from $500,000 to $6 million
  - Have completed $10 million & $14 million elementary school projects and a $6 million activity center and saferoom project
- Highly experienced in school projects
  - New construction, additions, remodels
  - Metal Re-Roof
  - Storm shelters built to FEMA specifications
  - Security entrance upgrades
  - A large number of our sub-contractors have worked on school projects and are very familiar with school policies and procedures
- Experience in government and private projects as well
- Qualified office staff and highly trained, competent personnel to help us stay on the cutting edge of new products and new ways to produce
- Large pool of reputable sub-contractors giving us the ability to obtain the best & most competitive prices for any project
- Ongoing safety program with an OSHA trained safety officer on staff
- 2013 ASA Small GC of the Year Award

OKLAHOMA
American Subcontractors Association of Oklahoma

Benefits of Construction Management

- More Cost Effective
- Team Approach from the Beginning
- Increased Owner Control
- Value Engineering
- Selection of Contractors based on quality

Construction Management Services

- Our construction management services include construction project administration, contracting, inspections, project controls and document management, scheduling, cost estimating and value engineering, change order management, quality assurance, testing and project close-out.
- Construction Management services will be provided for a negotiated fee and a fee for General Conditions; General Conditions is considered a cost of the work.
- The services will include Pre-Construction Services during the design phase which will consist of scope of work packages for the bidding documents and scheduling as required. Once a total price and contingency is agreed upon, Pope Contracting will contract with the successful trade contractors and mobilize to complete the project similar to a General Contractor.
- Fee and General Conditions are based on the proposed project budget.
- Final pricing will be set once all work packages are bid out, and bids are received and agreed upon by the owner, architect, and Pope Contracting. Any scope of work that is not covered by a bid package will be covered by a budget number that is agreed to by the CM and the owner.
- Subcontractors will be required to bond to Pope Contracting if the bid amount is over $50,000.
- A Standard AIA Document A133 will be used for contract which is a Standard form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

Key Personnel

Dennis Heath
Lead Superintendent/Estimator/Project Manager
50+ years of construction experience
30 years with Pope Contracting
10 years CM at Risk

Jessica Crain
Certified Construction Contract Administrator/Safety Coordinator
15 years of construction
15 years with Pope Contracting
10 years CM at Risk

Verl Mathews
Project Superintendent
38 years of construction
24 years with Pope Contracting
10 years CM at Risk

Steve Bollenbach
Project Superintendent
20+ years of construction
11 years with Pope Contracting
10 years CM at Risk

Work In Progress

- EOC Technology Center – New Building Addition – CM
- Dr McCharen Center New Practice Gym and Storage Facility – CM
- P.C. Lake Park Elementary Corridor Finish Upgrades - CM

Recent Work

- Putnam City Apollo Elementary School Classroom/Tornado Shelter Addition
- Putnam City Ralph Downs Elementary Classroom Addition/Tornado Shelter
- McKinley Elementary Admin Services Roof/HVAC
- Santa Fe Elementary Classroom Addition
- Tulakes Re-Roofing and HVAC Project

Client References

Ralph Downs Elementary School Classroom Addition/Tornado Shelter

Contract Amount: $2,289,915.00

Start Date: 9.15.2020

Project Completion: 5.6.2022

Architect
Troy D. Rhodes & Company, Inc.
Troy D. Rhodes
405.843.8600

Owner
Putnam City Public Schools
Cary Simmons
405.495.5200

EOC Seminar Center Remodel

Contract Amount: $438,858.00

Start Date: 1.21.2021

Project Completion: 9.1.2021

Architect
None

Owner
EOC Technology Center
Brent Casey
405.390.6610

River Oaks Plaza Office Build Out

Contract Amount: $486,513.00

Start Date: 8.7.2019

Project Completion: 4.1.2020

Architect
Boynton Williams & Associates
Clarence Williams
405.329.0423

Owner
Boynton Williams & Associates
Clarence Williams
405.329.0423

Client References

Fletcher Public Schools Elementary Re-Roof and HVAC Replacement

Contract Amount: $759,500.00

Start Date: 8.7.2019

Project Completion: 12.20.2019

Architect
Boynton Williams & Associates
Clarence Williams
405.329.0423

Owner
Fletcher Public Schools
Shane Gilbreath
580.549.3016

Mulhall Public Schools Elementary Metal roof Overbuild

Contract Amount: $794,700.00

Start Date: 4.9.2019

Project Completion: 12.11.2019

Architect
Architecture Incorporated, P.C.
Terry Parker
405.409.0955

Owner
Mulhall-Orlando Public Schools
Rodney Vollmer
405.649.2000

Kenneth Cooper Middle School Running Track Renovation

Contract Amount: $407,000.00

Start Date: 4.29.2019

Project Completion: 9.25.2019

Architect
None

Owner
Putnam City Public Schools
Cary Simmons
405.495.5200

Anadarko Public Schools Activity Center Saferoom

Construction Manager



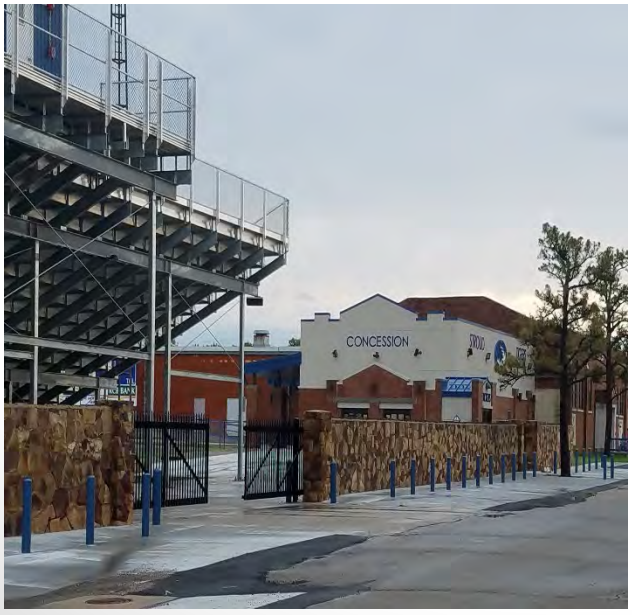




Stroud Public Schools Football, Concession & Softball

Construction Manager



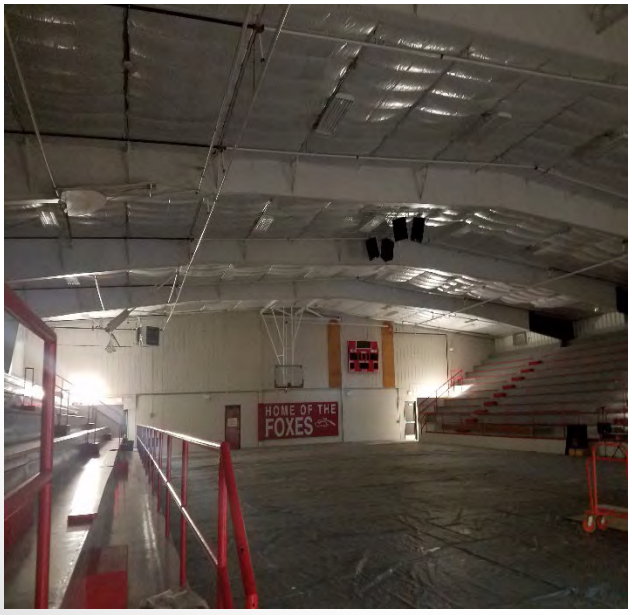




Fox Public Schools Gymnasium Addition & Renovation

Construction Manager







Wynnewood Football Concession

Construction Manager



2014 Putnam City Arbor Grove Elementary

General Contractor







Santa Fe Elementary Classroom Addition and Office Expansion



Putnam City Central Elementary

General Contractor







We appreciate the opportunity to submit our portfolio.

Please consider
Pope Contracting
for your upcoming
Construction Management project.

Thank you.

Construction Manager (CM) / Design-Builder (DB) Registration

Office of Management & Enterprise Services ■ Capital Assets Management ■ Department of Real Estate Services ■ Construction and Properties

Both Construction Manager and Design-Build firms must update this Registration form annually by submitting a current, unaltered version of this form. Failure to provide current information will result in the loss of registration status. The current form may be obtained at https://oklahoma.gov/omes/services/construction-and-properties/cap-forms.html.

DATED this 5th day of January in the year **20**23.

SUBMITTED TO OWNER:
State of Oklahoma
OMES/CAM/DRES Construction and Properties
P.O. Box 53448
Oklahoma City, OK 73152-3448
cap@omes.ok.gov

REGISTRATION FOR:
Construction Manager
If selected to provide said services, the firm shall be financially responsible for the delivery of all services required by the Agreement.

SUBMITTED BY:

Pope Contracting, Inc	Oklahoma City	
(Company Name)	*(City, State ZIP)*	
8508 S Western Ave	popecontracting@hotmail.com	(405) 636-0157
(Address)	*(Single POC Email)*	*(Telephone Number)*

Principal Office: ☐ Yes ☐ No

73-1585529 *(EIN/TIN Number)*

☒ Corporation ☐ Partnership ☐ Individual ☐ Joint Venture ☐ LLC ☐ LLP ☐ LLPC ☐ Other

Type of Qualifications.
What certification(s) does your firm or employee(s) hold? *[Must provide copy of Certification Certificate from source(s)]*

- ☐ Certified Construction Manager — *Construction Management Association of America*
- ☐ Designated Design-Build Professional — *Design-Build Institute of America*
- ☐ Certified Professional Constructor — *American Institute of Constructors*
- ☒ Certified Construction Contract Administrator — *Construction Specifications Institute*
- ☐ Certified Cost Professional — *Association for the Advancement of Cost Engineering (AACE Int'l)*
- ☐ Certified Estimating Professional — *Association for the Advancement of Cost Engineering (AACE Int'l)*
- ☐ Certified Professional Estimator — *American Society for Professional Estimator*

Note: The Oklahoma Board of Licensed Architects, Landscape Architect and Registered interior Designers policy declaration of August 23, 2011 prohibits an Architect or Landscape Architect from serving as both the Architect/Landscape Architect and Construction Manager on a public project (s)he/it has designed, as a conflict of interest (OAC 55:10:11-4)

1.0 Provided Services.

1.1. What is your organization type for the purposes of this registration endeavor?

☒ Construction Management ☐ Design-Build: *(Select single type below)*

☐ Builder Led, ☐ Designer Led, or ☐ Integrated Design-Builder

1.2. As a Design-Build firm, does your firm employ Oklahoma Licensed/Registered design professionals for the purpose of acting as an Integrated Design-Builder and providing in-house professional design services during project delivery?

Yes ☐ No ☐

1.2.1. If yes, select type(s)

☐ Staff Architects, ☐ Staff Engineers, ☐ Other design professionals: _____

1.3. If as an Integrated Design-Build firm, provide Oklahoma Certificate of Authority/Board Registration number(s):

_____

Note: Integrated Design-Build entities may use in-house professional staff or team with architectural and engineering firms for the design component of the Design-Build contract. The Design-Builder will be required to declare their design team when submitting a response to a Request for Qualifications. Design Professionals offering or providing services in Oklahoma must comply with the requirements prescribed by Oklahoma Law and should contact the respective agency for specific requirements: Oklahoma Board of Licensed Architects, Landscape Architects and Interior Designers, phone https://www.ok.gov/architects/; Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors, https://www.ok.gov/pels/.

2.0 Organization.

2.1. How many years has your organization been in business?	41
2.1.1. How many years providing construction services?	41
2.1.2. How many years providing construction management services?	10
2.1.3. How many years providing design services (must be integrated DB)?	
2.1.4. How many years providing design-build services?	

2.2. How many years has your organization been in business under its present business name? 22

2.2.1. Under what other (e.g. trade name, fictitious name) or former names has your organization operated?

Pope Construction, Inc.

2.3. If your organization is a corporation, answer the following:

2.3.1. Corporation is in good standing in state of incorporation: Yes ☒ No ☐

2.3.2. Date of incorporation: 2/29/00

2.3.3. State of incorporation: Oklahoma

2.3.4. President's name: Jessica Crain

2.3.5. Vice-president's name(s):

2.3.6. Secretary's name: Misty Kohimeier

2.3.7. Treasurer's name: Misty Kohimeier

2.4. If your organization is a partnership, answer the following:

2.4.1. Partnership is in good standing in state of organization: Yes ☐ No ☐

2.4.2. Date of organization:

2.4.3. Type of partnership, if applicable:

2.4.4. Name(s) of general partner(s):

2.5. If your organization is individually owned, answer the following:

2.5.1. Organization is in good standing in state of organization: Yes ☐ No ☐

2.5.2. Date of organization:

2.5.3. Name of owner:

2.6. If your organization is other than those listed above, describe it and name the principals:

3.0 Licensing.

3.1. List jurisdiction and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable:

3.2. List jurisdictions in which your organization's partnership or trade name is filed:

Oklahoma

(Out of state firms are required to obtain a Certificate of Authority to transact business in the State of Oklahoma. Certificate applications may be obtained from the Office of the Secretary of State https://www.sos.ok.gov/. An out of state firm who is the apparent low bidder on State work, will be required to obtain the Certificate of Authority before a contract is awarded and executed.)

4.0 Experience.

4.1. List the categories of work that your organization normally performs with its own forces:

Construction Management, General Contracting, Concrete, Rough Carpentry

4.2. Claims and Suits. *(if the answer to any of the questions below is yes, attach details.)*

4.2.1. Has your organization ever failed to complete any work awarded to it? Yes ☐ No ☒

4.2.2. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? Yes ☐ No ☒

4.2.3. Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? Yes ☐ No ☒

4.3. Within the last five (5) year, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? Yes ☐ *(if the answer is yes, attach details)* No ☒

4.4. List five (5) major construction projects your organization has in progress, giving the name of project, owner, design professional, project type, contract amount, percent complete, scheduled completion date and delivery method.
(Project Type must be one of the following: Residential, Light Commercial, Multi-family, Healthcare, Environmental, Industrial, Commercial, Institutional or Civil. If Project is renovation, say so in Project Name)

4.4.1. Project Name: EOC Technology Center - New Building Addition

Commercial	Eastern Oklahoma County Technology Center
(Project Type)	*(Owner Organization)*
$ 4,502,389.00	Brent Casey
(Contract Amount)	*(Owner Contact)*
75%	bcasey@eoctech.org
(Percent Complete)	*(Owner Email and/or Telephone Number)*
7/1/2023	CWA Group
(Scheduled Completion Date)	*(Design Professional Organization)*
Construction Manager (Constructor)	Aida Mazroi
(Delivery Method)	*(Design Professional Contact)*
	aida@cwa.group
	(Design Professional Email and/or Telephone Number)

4.4.2. Project Name: Dr McCharen Center New Practice Gym and Storage Faciltiy

Commercial	Choctaw Public Schools
(Project Type)	*(Owner Organization)*
$ 6,300,000.00	David Reid
(Contract Amount)	*(Owner Contact)*
0%	dreid@cnpschools.org
(Percent Complete)	*(Owner Email and/or Telephone Number)*
8/21/2024	CWA Group
(Scheduled Completion Date)	*(Design Professional Organization)*
Construction Manager (Constructor)	Jordan Hall
(Delivery Method)	*(Design Professional Contact)*
	jordan@cwa.group
	(Design Professional Email and/or Telephone Number)

4.4.3. Project Name: P.C. Lake Park Elementary Corridor Finish Upgrades

Commercial	Putnam City Schools
(Project Type)	*(Owner Organization)*
$ 661,595.00	Cary Simmons
(Contract Amount)	*(Owner Contact)*
0%	csimmons@putnamcityschools.org
(Percent Complete)	*(Owner Email and/or Telephone Number)*
8/1/2023	LWPB Architecture
(Scheduled Completion Date)	*(Design Professional Organization)*
Construction Manager (Constructor)	Christian Ballard
(Delivery Method)	*(Design Professional Contact)*
	cballard@lwpb.com
	(Design Professional Email and/or Telephone Number)

4.4.4. Project Name:

Commercial	
(Project Type)	*(Owner Organization)*
(Contract Amount)	*(Owner Contact)*
0%	
(Percent Complete)	*(Owner Email and/or Telephone Number)*
(Scheduled Completion Date)	*(Design Professional Organization)*
[Select]	
(Delivery Method)	*(Design Professional Contact)*
	(Design Professional Email and/or Telephone Number)

4.4.5. Project Name:

[Select]	
(Project Type)	*(Owner Organization)*
(Contract Amount)	*(Owner Contact)*

0%
(Percent Complete)

(Owner Email and/or Telephone Number)

(Scheduled Completion Date)

(Design Professional Organization)

[Select]
(Delivery Method)

(Design Professional Contact)

(Design Professional Email and/or Telephone Number)

4.4.6. State total worth of work in progress and under contract for applicable Registration:

Construction Management - $ 11,463,984.00 Design-Build - $ 0.00

4.5. List five (5) major projects your organization has completed in the past five (5) years, giving the name of the project, owner, design professional, project type, contract amount, days over or under Contract completion date, date of completion, delivery method and percentage of the cost of work performed with your own forces. *(Project Type must be one of the following: Residential, Light Commercial, Multi-family, Healthcare, Environmental, Industrial, Commercial, Institutional or Civil. If Project is renovation, say so in Project Name)*

4.5.1. Project Name: Putnam City Apollo Elementary School Classroom/Tornado Shelter Addition

Commercial *(Project Type)*	Putnam City Public Schools *(Owner Organization)*
$ 2,640,447.00 *(Contract Amount)*	Cary Simmons *(Owner Contact)*
30 under, or over *(Days under/over Contract Completion Date)*	csimmons@putnamcityschools.org *(Owner Email and/or Telephone Number)*
8/1/2022 *(Completion Date)*	Troy D Rhodes *(Design Professional Organization)*
Construction Manager (Constructor) *(Delivery Method)*	Troy D Rhodes *(Design Professional Contact)*
0% *(Percentage of Cost of Work by Own Forces)*	tdr@troydrhodes.com *(Design Professional Email and/or Telephone Number)*

4.5.2. Project Name: Putnam City Ralph Downs Elementary Classroom Addition/Tornado Shelter

Commercial *(Project Type)*	Putnam City Public Schools *(Owner Organization)*
$ 2,212,423.00 *(Contract Amount)*	Cary Simmons *(Owner Contact)*
under, or 20 over *(Days under/over Contract Completion Date)*	csimmons@putnamcityschools.org *(Owner Email and/or Telephone Number)*
5/6/2022 *(Completion Date)*	Architecture Planning Technology *(Design Professional Organization)*
Construction Manager (Constructor) *(Delivery Method)*	Billy Harris *(Design Professional Contact)*
0% *(Percentage of Cost of Work by Own Forces)*	(405) 321-1020 *(Design Professional Email and/or Telephone Number)*

4.5.3. Project Name: McKinley Elementary Admin Services Roof/HVAC

Commercial *(Project Type)*	Norman Public Schools *(Owner Organization)*
$ 1,033,800.00 *(Contract Amount)*	*(Owner Contact)*
0 under, or over *(Days under/over Contract Completion Date)*	*(Owner Email and/or Telephone Number)*
8/5/2020 *(Completion Date)*	Architecture Planning Technology *(Design Professional Organization)*
Construction Manager (Constructor) *(Delivery Method)*	Billy Harris *(Design Professional Contact)*
0.00% *(Percentage of Cost of Work by Own Forces)*	(405) 321-1020 *(Design Professional Email and/or Telephone Number)*

4.5.4. Project Name: Santa Fe Elementary Classroom Addition

Commercial *(Project Type)*	Moore Public Schools *(Owner Organization)*
$ 1,798,000.00 *(Contract Amount)*	*(Owner Contact)*
0 under, or over *(Days under/over Contract Completion Date)*	*(Owner Email and/or Telephone Number)*
9/14/2018 *(Completion Date)*	AGP-The Alba Griffin Partership LLC *(Design Professional Organization)*

Construction Manager (Constructor)	Cliff Griffin
(Delivery Method)	*(Design Professional Contact)*
0%	(405)735-3477
(Percentage of Cost of Work by Own Forces)	*(Design Professional Email and/or Telephone Number)*

4.5.5. Project Name: Tulakes Re-roofing and HVAC Project

Commercial	Putnam City Schools
(Project Type)	*(Owner Organization)*
	Cary Simmons
(Contract Amount)	*(Owner Contact)*
0 under, or over	csimmons@putnamcityschools.org
(Days under/over Contract Completion Date)	*(Owner Email and/or Telephone Number)*
1/10/2018	Architecture Incorporated, PC
(Completion Date)	*(Design Professional Organization)*
Construction Manager (Constructor)	Terry Parker
(Delivery Method)	*(Design Professional Contact)*
30%	(405) 286-9007
(Percentage of Cost of Work by Own Forces)	*(Design Professional Email and/or Telephone Number)*

4.5.6. State average annual amount of construction work performed during the past five (5) years for applicable Registration:

Construction Management - $ 4,500,000.00 Design-Build -

4.6. List the construction experience and present commitments of key individuals of your organization:
(Format: John Doe, PMI, Proj.Mgr.; 10 yrs. as Super., 20yrs. as PM; 30yrs. w/co; 100+ GC & CM projects w/co.; 2 active CM projects.)

Dennis Heath - General Superintendent/Estimator/Project Manager - 50+ years of construction, 30 years w/company, 10 years CM@R projects w/company

Veri Mathews - Superintendent - 38 years of construction, 24 years w/company, 10 years CM@R projects w/company

Jessica Crain - Certified Construction Contract Administrator/Assistant Project Estimator & Project Manager/Safety Coordinator - 15 years of construction, 15 years w/company, 10 years CM@R projects w/company

Steve Bollenbach - Superintendent - 20+ years of construction, 11 years w/company, 10 years CM@R projects w/company

4.7. If responding YES to 1.2, list the design experience and present commitments of key licensed/registered design professional individuals of your organization:
(Format: Jane Smith, AIA, Design Mgr.; 12yrs. as Architect, 12yrs. w/co., 20+ DB Projects w/co., 2 active DB projects)

NA

5.0 Organizations - References.

5.1. Trade References:

Dolese Bros, Co., P.O. Box 677, Oklahoma City, OK 73101 - Accts. Receivable: (405) 235-2311
Locke Supply, P.O. 2498, Oklahoma City, OK 73124 - Accts. Receivable: (405) 631-9756
Maxwell Supply, 3300 W Reno, Oklahoma City, OK 73148 - Accts. Receivable: (405) 493-3388

5.2. Bank Refences:

Arvest Bank
Acct #: 0047990720
Account Officer: Edith Gonzalez, 405.419.3714

5.3. Surety.

5.3.1. Name of bonding company: Mid-Continent Casualty Company

5.3.2. Name, address, and email of agent: Insurance Agency of Mid-American Inc.
10009 S Penn, Bldg E, Oklahoma City, OK 73189-0300

5.3.3. Attach a letter from the bonding company listed above stating the aggregate and single project limit for the Construction Management organization.

6.0 Financial Strength of Firm.

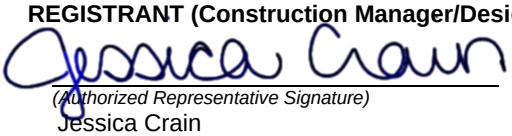
6.1. By checking below, the undersigned acknowledges that the award of any contract for services is contingent on the firm's financial strength and ability to perform the required work at risk. Further, the registrant understands that any specific Request for Letters of Interest and/or Request for Qualifications issued by the State of Oklahoma may require the registrant to provide a financial statement as a condition of participation.

Registrant Agrees ☒ Registrant does not agree ☐

7.0 Signature.

7.1. The undersigned, being duly authorized to sign on behalf of the organization named herein, does swear or affirm, under penalty of perjury, that the contents of this Qualification Statement, and each supporting document, are true and sufficiently complete so as not to be misleading as so dated above.

REGISTRANT (Construction Manager/Design-Builder):



(Authorized Representative Signature)

01/12/2023
(Date Signed)

Jessica Crain
(Authorized Representative Printed Name)

President
(Authorized Representative Printed Title)

Building Knowledge
Improving Project Delivery

CERTIFIED CONSTRUCTION CONTRACT ADMINISTRATOR

This is to certify that

Jessica Crain, CCCA

Has successfully completed the Certified Construction Contract Administrator examination, demonstrating the required knowledge and ability to administer a contract for construction as prescribed by the Certification Committee of CSI.



Marvin Kemp, FCSI, CDT, AIA
CSI Chair, Board of Directors

Certification earned: 10/23/2012

Recertification due: 06/30/2024

Insurance Agency of MidAmerica Inc.

P.O. Box 890300 • Oklahoma City, OK 73189-0300 • 405/ 691-0016 • Fax 405/ 691-0415 • 800/ 249-7212
Oklahoma City • Edmond • Tulsa • www.midamericainc.com

January 6, 2023

State of Oklahoma
OMES/CAM/DRES Construction and Properties
PO Box 53448
Okla. City, OK 73152-3448

Re: Pope Contracting, Inc. – Prequalification

To Whom It May Concern:

Mid-Continent Casualty Company has been engaged in the surety program of Pope Contracting, Inc. for over 33 years. They have bonding limits of $15,000,000 single project with a $35,000,000 aggregate.

Should the captioned prequalification be awarded to and accepted by Pope Contracting, Inc., we are prepared to provide the required bonds on their behalf. Our support is conditioned upon completion of the underwriting process, including satisfactory review of contract documents and confirmation of financing.

We continue to have the highest regard for the management of Pope Contracting, Inc. and recommend them highly. This letter is not an assumption of liability and is issued only as a prequalification reference request from our client. It should be understood that any arrangement for bonds is strictly a matter between Pope Contracting, Inc. and the surety.

If you have any questions, please contact myself, Kyle Reser or Lisa Sherman.

Best regards,

Mike McNeill

MM/ls

MID-CONTINENT CASUALTY COMPANY

1437 South Boulder, Suite 200, Tulsa, Oklahoma 74119 · Ph: 918-587-7221 · Fax: 918-588-1296

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the **Mid-Continent Casualty Company**, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof. John L. Birsner, Susanne Cusimano, Wendy Hollen, Cody Michael McNeill, W. M. McNeill, Kyle D. Reser, John Rogers, Mike Shannon. Lisa Sherman, all of OKLAHOMA CITY, OK.

IN WITNESS WHEREOF, the **Mid-Continent Casualty Company** has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 23 day of September, 2021.

MID-CONTINENT CASUALTY COMPANY CORPORATE SEAL OHIO

MID-CONTINENT CASUALTY COMPANY

ATTEST:

Sharon Hackl

Sharon Hackl, Assistant Secretary

Todd Bazata

Todd Bazata, Vice President

On this 23 day of September, 2021 before me personally appeared Todd Bazata, to me known, being duly sworn, deposes and says that s/he resides in Broken Arrow, Oklahoma, that s/he is a Vice President of **Mid-Continent Casualty Company**, the company described in and which executed the above instrument; that s/he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of her/his office under the By-Laws of said Company, and that s/he signed his name thereto by like authority.

STATE OF OKLAHOMA } SS

COUNTY OF TULSA

Notary Public State of Oklahoma JULIE CALLAHAN TULSA COUNTY COMMISSION #11008253 Comm. Exp. 09-08-2023

Commission # 11008253

My Commission Expires: 09-08-23

Julie Callahan

Julie Callahan, Notary Public

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of **Mid-Continent Casualty Company** by unanimous written consent dated September 25, 2009.

RESOLVED: That the President, the Executive Vice President, the several Senior Vice Presidents and Vice Presidents or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, Sharon Hackl, Assistant Secretary of **Mid-Continent Casualty Company**, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of September 25, 2009 have not been revoked and are now in full force and effect.

MID-CONTINENT CASUALTY COMPANY CORPORATE SEAL OHIO

Signed and sealed this 6th day of January, 2023

Sharon Hackl

Sharon Hackl, Assistant Secretary

AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 7th day of February in the year 2023
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Bethany
6700 NW 36th Street
Bethany, OK 73008
Telephone Number: 405-789-2146

and the Construction Manager:
(Name, legal status, address, and other information)

Lippert Bros., Inc.
P.O. Box 17450
Oklahoma City, OK 73136
Telephone Number: 405-478-3580
Fax Number: 405-478-3301

for the following Project:
(Name, location, and detailed description)

City of Bethany Fire Station Addition
3919 N. Rockwell Avenue
Bethany, OK 73008

The Architect:
(Name, legal status, address, and other information)

Troy D. Rhodes & Company, Inc.
4323 NW 63rd Street, Suite 201
Oklahoma City, OK 73116
Telephone Number: 405-843-8601

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.
/

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User Notes: (3B9ADA34)

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EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT
EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The owner's program consists of an addition to an existing fire station facility to contain living quarters for on-duty staff along with office space for Fire Department leadership. The project will also include minor site work to provide additional parking spaces, security fencing, gate, and landscaping as required.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

Init.
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User Notes: (3B9ADA34)

(Provide total and, if known, a line item breakdown.)

Total budget for the project, inclusive of construction costs, surveys, engineering, design, furniture, appliances, etc., is one million dollars ($1,000,000.00).

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

TBD

.2 Construction commencement date:

Date of Construction Commencement to be established following acceptance of Guaranteed Maximum Price Amendment, Owner's Notice to Proceed, and issuance of a Building Permit.

.3 Substantial Completion date or dates:

To be determined upon receipt of Complete Set of Plans & Specifications from Architect and development of Project schedule.

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Elizabeth Gray, City Manager
6700 NW 36th Street
Bethany, OK 73008
Telephone Number: 405-789-2146
Email Address: elizabeth.gray@bethanyok.org

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§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TBD

.2 Civil Engineer:

TBD

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Troy D. Rhodes
4323 NW 63rd Street, Suite 201
Oklahoma City, OK 73116
Telephone Number: 405-843-8600
Email Address: tdr@troydrhodes.com

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Caleb Miller
P.O. Box 17450
Oklahoma City, OK 73136
Telephone Number: 405-478-3580
Fax Number: 405-478-3301
Email Address: cmiller@lippertbros.com

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

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Subcontractor procurement to be made in accordance with Oklahoma State Statutes, Title 61.

§ 1.1.15 Other Initial Information on which this Agreement is based:

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with

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the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the

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Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

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§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;

.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and

.5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall

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notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

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§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction

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Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Preconstruction Services Fee will be twelve thousand dollars ($12,000.00) and invoiced as Design Work progresses.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Individual or Position	Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within five (5) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made in proportion to services performed as follows:

Schematic Design	$ 2,000.00
Design Development	$ 3,000.00
Construction Documents	$ 4,000.00
GMP Amendment	$ 3,000.00
Total	$ 12,000.00

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

Prime Rate established by the Wall Street Journal.

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

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Seven and One Half percent (7.5%) of the cost of the Work

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

The Construction Manager's Fee for overhead and profit on additional Work added to the contract scope will remain seven and one half percent (7.5%) of the cost of Work. If the additional Work does not result in additional time being added and the time for substantial completion is extended by the additional work, then the Construction Manager and Owner's representative shall negotiate in good faith an additional amount to compensate Construction Manager for its General Requirements. In no event will the Construction Manager be entitled to General Requirements in excess of fifteen percent (15%) of the actual cost of the additional Work.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Ten percent (10%) Overhead and ten percent (10%) Profit.

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed the current equipment rental rates established by the Association of Equipment Distributors (AED).

§ 6.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

§ 6.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

Upon completion of the project, any unused contingency dollars will be credited back to the owner. Then, the project budget will be evaluated to determine if a project savings, excluding any unused contingency, was realized. If a savings is realized it will be shared as follows:
Sixty percent (60%) savings to Owner / Forty percent (40%) savings to Construction Manager.

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

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§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:
(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

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§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item. Aggregate charges for non-powered hand tools having a cost of $250.00 or less and miscellaneous equipment shall be billed at an amount equal to four percent (4%) of the Construction Manager's field labor cost.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the

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Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 A fee of 0.10% of the cost of the Work shall be applied to the monthly invoices for the use of Construction Manager's web based project management system by all project team members.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work,

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equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

.1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;

.2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;

.3 Expenses of the Construction Manager's principal office and offices other than the site office;

.4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;

.5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

.6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;

.7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;

.8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and

.9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

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§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 25th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than twenty (20) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

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§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

.1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

.2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

.4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;

.5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%) of Subcontractor Billings and five percent (5%) of Construction Manager's Fee

§ 11.1.8.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Construction Manager's labor, materials and equipment cost.

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

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(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

Upon the Owner and Architect's acknowledgement of the Project reaching fifty percent (50%) completion, retainage shall be reduced to two and a half percent (2.5%) of Subcontractor Billings and Construction Manager's Fee (upon approval by Owner and Architect) and remain at two and a half percent (2.5%) until such time the Project has reached completion.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

.1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

.3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or

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notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

Prime Rate established by the Wall Street Journal

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

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(Check the appropriate box.)

[ ] Arbitration pursuant to Article 15 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders

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and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:
(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than one million dollars ($ 1,000,000.00) for each occurrence and two million dollars ($ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than one million dollars ($ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than one million dollars ($ 1,000,000.00) each accident, one million dollars ($ 1,000,000.00) each employee, and one million dollars ($ 1,000,000.00) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, to be provided by the Architect/Engineer of Record.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
Builders's Risk	Contract Value

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

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§ 14.3.2 Construction Phase
After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Other provisions:

Architect to provide electronic files in PDF, Revit, and AutoCad format as requested by Construction Manager's or Subcontractors at no cost. Updated files to be provided during the course of construction to facilitate distribution of any drawing changes to the construction team.

ARTICLE 15 SCOPE OF THE AGREEMENT
§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

.1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

.2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed

.3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds

.4 AIA Document A201™–2017, General Conditions of the Contract for Construction

.5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.6 Other Exhibits:
(Paragraph Deleted)

Drawings, specifications, and addenda (to be determined upon completion by Architect).

[ ] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

[ ] Supplementary and other Conditions of the Contract:

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Document	Title	Date	Pages

.7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
Nikki Lloyd, Mayor	T. M. Lippert, President
(Printed name and title)	*(Printed name and title)*

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Additions and Deletions Report for
AIA® Document A133® – 2019

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PAGE 1

AGREEMENT made as of the 7th day of February in the year 2023

...

City of Bethany
6700 NW 36th Street
Bethany, OK 73008
Telephone Number: 405-789-2146

...

Lippert Bros., Inc.
P.O. Box 17450
Oklahoma City, OK 73136
Telephone Number: 405-478-3580
Fax Number: 405-478-3301

...

City of Bethany Fire Station Addition
3919 N. Rockwell Avenue
Bethany, OK 73008

...

Troy D. Rhodes & Company, Inc.
4323 NW 63rd Street, Suite 201
Oklahoma City, OK 73116
Telephone Number: 405-843-8601

PAGE 2

The owner's program consists of an addition to an existing fire station facility to contain living quarters for on-duty staff along with office space for Fire Department leadership. The project will also include minor site work to provide additional parking spaces, security fencing, gate, and landscaping as required.

PAGE 3

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Total budget for the project, inclusive of construction costs, surveys, engineering, design, furniture, appliances, etc., is one million dollars ($1,000,000.00).

...

TBD

...

Date of Construction Commencement to be established following acceptance of Guaranteed Maximum Price Amendment, Owner's Notice to Proceed, and issuance of a Building Permit.

...

To be determined upon receipt of Complete Set of Plans & Specifications from Architect and development of Project schedule.

...

TBD

...

Elizabeth Gray, City Manager
6700 NW 36th Street
Bethany, OK 73008
Telephone Number: 405-789-2146
Email Address: elizabeth.gray@bethanyok.org

PAGE 4

TBD

...

TBD

...

Troy D. Rhodes
4323 NW 63rd Street, Suite 201
Oklahoma City, OK 73116
Telephone Number: 405-843-8600
Email Address: tdr@troydrhodes.com

...

Caleb Miller
P.O. Box 17450
Oklahoma City, OK 73136
Telephone Number: 405-478-3580
Fax Number: 405-478-3301
Email Address: cmiller@lippertbros.com

PAGE 5

Subcontractor procurement to be made in accordance with Oklahoma State Statutes, Title 61.

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PAGE 11

Preconstruction Services Fee will be twelve thousand dollars ($12,000.00) and invoiced as Design Work progresses.

...

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within five (5) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

...

§ 5.2.1 Unless otherwise agreed, payments for services shall be made ~~monthly~~ in proportion to services ~~performed.~~performed as follows:

...

Schematic Design	$ 2,000.00

...

Design Development	$ 3,000.00

...

Construction Documents	$ 4,000.00

...

GMP Amendment	$ 3,000.00

...

...

Total	$ 12,000.00

...

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

...

~~%~~ Prime Rate established by the Wall Street Journal.

PAGE 12

Seven and One Half percent (7.5%) of the cost of the Work

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The Construction Manager's Fee for overhead and profit on additional Work added to the contract scope will remain seven and one half percent (7.5%) of the cost of Work. If the additional Work does not result in additional time being added and the time for substantial completion is extended by the additional work, then the Construction Manager and Owner's representative shall negotiate in good faith an additional amount to compensate Construction Manager for its General Requirements. In no event will the Construction Manager be entitled to General Requirements in excess of fifteen percent (15%) of the actual cost of the additional Work.

...

Ten percent (10%) Overhead and ten percent (10%) Profit.

...

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed ~~percent (%) of the standard rental rate paid at the place of the Project.~~the current equipment rental rates established by the Association of Equipment Distributors (AED).

...

Upon completion of the project, any unused contingency dollars will be credited back to the owner. Then, the project budget will be evaluated to determine if a project savings, excluding any unused contingency, was realized. If a savings is realized it will be shared as follows:
Sixty percent (60%) savings to Owner / Forty percent (40%) savings to Construction Manager.

PAGE 14

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item. Aggregate charges for non-powered hand tools having a cost of $250.00 or less and miscellaneous equipment shall be billed at an amount equal to four percent (4%) of the Construction Manager's field labor cost.

PAGE 15

§ 7.6.6 ~~Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.~~A fee of 0.10% of the cost of the Work shall be applied to the monthly invoices for the use of Construction Manager's web based project management system by all project team members.

PAGE 17

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 25th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than twenty (20) days after the Architect receives the Application for Payment.

PAGE 18

Five percent (5%) of Subcontractor Billings and five percent (5%) of Construction Manager's Fee

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...

Construction Manager's labor, materials and equipment cost.

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Upon the Owner and Architect's acknowledgement of the Project reaching fifty percent (50%) completion, retainage shall be reduced to two and a half percent (2.5%) of Subcontractor Billings and Construction Manager's Fee (upon approval by Owner and Architect) and remain at two and a half percent (2.5%) until such time the Project has reached completion.

PAGE 20

~~%~~ Prime Rate established by the Wall Street Journal

PAGE 21

[X] Litigation in a court of competent jurisdiction

PAGE 23

§ 14.3.1.1 Commercial General Liability with policy limits of not less than one million dollars ($ 1,000,000.00) for each occurrence and two million dollars ($ 2,000,000.00) in the aggregate for bodily injury and property damage.

...

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than one million dollars ($ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than one million dollars ($ 1,000,000.00) each accident, one million dollars ($ 1,000,000.00) each employee, and one million dollars ($ 1,000,000.00) policy limit.

...

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, ~~with policy limits of not less than ($) per claim and ($) in the aggregate.~~to be provided by the Architect/Engineer of Record.

...

Builders's Risk Contract Value

PAGE 24

Architect to provide electronic files in PDF, Revit, and AutoCad format as requested by Construction Manager's or Subcontractors at no cost. Updated files to be provided during the course of construction to facilitate distribution of any drawing changes to the construction team.

...

~~*(Check all boxes that apply.)*~~

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...

Drawings, specifications, and addenda (to be determined upon completion by Architect).

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Nikki Lloyd, Mayor

T. M. Lippert, President

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Certification of Document's Authenticity

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I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:50:21 ET on 02/06/2023 under Order No. 2114404704 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ - 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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User Notes: (3B9ADA34)

Agenda: 02/07/2023
Item: 12

CITY OF BETHANY

From: Phil Stowell, Public Works Director
Date: 02-01-23
Subject: Request approval to purchase new Ford New Holland 55 Workmaster Tractor from Central New Holland 8408 West I-40 OKC in the amount of $46,899.84. State Contract Pricing.

BACKGROUND

A new tractor was approved in current year's fiscal budget. This unit will be for the Parks Department. The Parks department operates two Tractor mowers that handle the larger turf areas. One tractor was replaced in 2018. The requested unit will replace a 1999 tractor that is experiencing engine and transmission issues. The new tractor will be outfitted with a front-end loader that will increase its usefulness beyond mowing operations with loading and offloading capabilities as well as snow removal.

RECOMMENDATION

1. Staff recommends approval to purchase.

ADDITIONAL COMMENTS

$47,000.00 was budgeted for the tractor. This C.I.P. purchase is under the budgeted amount at $46,899.84



2022 WORKMASTER 55 CAB TRACTOR



Central New Holland, Inc.

8408 West I-40
Oklahoma City, OK 73128
Phone (405) 495-6151
1-800-256-1638

2022 New Holland Workmaster 55 Cab with 4x4 and Frontend Loader

Retail price is $58,792.00 the State Contract SW196 pricing is as follows

$58,792.00 minus 23% = $ 45,269.84 plus $1,380.00 for freight and $250.00 for setup.
City of Bethany price would be $46,899.84

James Laird

KEYSTONE TRACTOR

NEW HOLLAND AGRICULTURE

NEW HOLLAND CONSTRUCTION

TRACTORS – NEW & USED

Sales – Service – Parts - Rentals

P.O. Box 186 – 3555 N US-81 Duncan, Oklahoma 73533 Phone: 580-255-3891 – Cell: 580-860-4361

Email: david@keystonetractor.com

New Holland Workmaster 55

12x12 Hydraulic Shuttle
550 LU Loader SSQA 72" Bucket
Deluxe Cab, HVAC, Air Ride Seat
R4 10 Ply Tires Front and Rear
4x110 lbs Rear Wheel Weights
3 Rear Remotes, 540 PTO

MSRP		$62,075.00
OK SW192 discount	-	$14,277.25
Purchase Price		**$47,797.75**

SERVICE, EXCELLENCE, HONOR AND VALUE- WE'LL TREAT YOU LIKE FAMILY

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ROYSE CITY (972) 636-2963
TERRELL (972) 563-6880

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‹ Back 2022 New Holland Workmaster™ Utility 55

FREE DELIVERY WITHIN 50 MILES CASH PRICE $50,012 OR $55,292 00 @ $742 3 49% FOR 84 MONTHS



Selling Price -

$50,012.00

$742.00 Per Month
Plus Tax. 84 Months. 3.49% APR. $0 Down Payment.
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$50,012.

PayPal CREDIT Buy now. Pay over time. US customers only. Subject to credit approval. See terms

fastline.com/farm-equipment/listing-detail/2022-new-holland-workmaster-55-agri-center-south-hutchinson-kansas/eda89fff-34b8-4dbd-8e9c-f273b9fd06f3

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♡ Watch | Print | Share

2022 New Holland WORKMASTER 55
$47,500.00 USD



Click image to enlarge

CONTACT DEALER

Name
Zip Code
Phone #
Email
Comment

SEND MESSAGE

DEALER INFO

AGRI CENTER
5104 S STATE ROAD 96
SOUTH HUTCHINSON, KS 67505

855-212-0163
Dealer Profile

$47,500

BETHANY POLICE DEPARTMENT
6714 NW 36TH STREET • P.O. BOX 1340
BETHANY, OKLAHOMA 73008
PHONE: 405.789.2323 • FAX: 405.789.5015

OFFICE OF THE CHIEF OF POLICE

January 23, 2023

Reference: Police Department Vehicle Fleet

I would like to take this opportunity to update the City Council and citizens on the current status of the Police Departments Vehicle Fleet. The Police Department currently has a total of 37 vehicles in its fleet. We have a total of 30 police officers when at full capacity this includes administration. A take home vehicle is assigned to each officer after they complete their first year of service with the Bethany Police Department. The take home program is an excellent tool for recruiting and retaining officers. The take home program is also covered by the FOP contract. The take-home program also increases response times when officers are called in for an emergency. This will also eliminate all the police vehicles being in one location and possibly damaged due to weather, vandalism, etc. We have two Animal Welfare Officers. Two of the vehicles are assigned to Animal Welfare. The Animal Welfare vehicles are not take-home vehicles. Two of the vehicles are motorcycles assigned to the traffic units. The three remaining units are used for pool cars in case a unit breaks down and needs to be sent to the garage for repairs.

Currently twelve of the police departments fleet have over 100,000 miles on them. 100,000 miles on a police vehicle is a considerable number of miles. Police vehicle miles are much different than privately owned vehicles. Police vehicles are expected to withstand more abuse due to the type of work police officers due. Police vehicles with 100,000 miles are at the end of their life cycle as a police unit. The cost of keeping the vehicles going after 100,000 miles significantly rises. Since the last vehicle fleet update in March of 2022 the police department has purchased three of the used Kansas Highway Patrol vehicles. This has allowed us to put three of the units with over 100,000 out of service. I would also like to remind you that patrol vehicles are purchased using the Impound Fee Account. We do not purchase a new patrol vehicle until the money is available in the impound account. The funds in this account are designated for the police department to use to purchase patrol equipment. We have always used these funds for purchasing patrol vehicles and equipment. When a new vehicle is purchased, we select the patrol vehicle that is in the worst mechanical condition to put down. We always put a vehicle down when a new vehicle is purchased. The downed vehicle is then parked at Public Works until the next city auction is held. When we put a vehicle down the vehicle is worth very little. Whatever money is received at auction will go to the general fund.

The police department asked for and was approved to buy 4 used police vehicles from the State of Kansas Highway Patrol this budget year. These units are Dodge Durango's with less than 50,000 miles on them. The vehicles also already come with the emergency equipment installed. We spend very little money on them to have them ready to be put into service. These vehicles cost approximately $29,600. So, we are purchasing 4 used patrol vehicles already equipped for

$118,400. This allows us to purchase 3 to 4 vehicles per year. The new 2023 pricing for a new Dodge Durango or Ford Interceptor SUV starts at $42,000 per unit. We would then have to spend an additional $10,000 on equipment and installation. This would make a new unit cost us approx.. $52,000 per vehicle. I believe this shows that we are being vigilant on the spending of taxpayer's money when purchasing police vehicles. I will continue to plan on asking for approval in future budgets to purchase 3 to 4 more used Kansas Highway Patrol vehicles as long as the program continues.

I have attached the list of police vehicles with the current mileage on each.
I also attached a copy of the cost of a new police vehicle on state contract.

Sincerely,

John Reid

Unit #	Year/Make-Model	Mileage
08-102	2008 Ford Crown Vic	130,142
10-110	2010 Ford Crown Vic	over 120,000 Odometer went out
10-113	2010 Ford Crown Vic	over 120,000 Odometer went out
10-115	2010 Ford F150	84,461
10-121	2010 Ford Crown Vic	122,391
11-101	2011 Ford Crown Vic	116,555
11-123	2011 Chevy Tahoe	117,288
12-107	2012 Chevy Tahoe	120,418
12-131	2012 Chevy Tahoe	144,369
13-135	2013 Ford Taurus	106,012
13-136	2013 Ford Taurus	75,964
13-147	2013 Chevy Tahoe	104,705
14-06760	2014 Ford Taurus	97,344
14-09816	2014 Dodge Charger	59,140
14-10243	2015 Ford Taurus	95,672
15-10926	2014 Ford F150	52,775
16-001	2015 Chevy Tahoe	118,358
16-002	2015 Chevy Tahoe	71,146
16-005	2016 Ford Explorer	79,037
16-006	2015 BMW Motorcycle	7,758
16-007	2015 BMW Motorcycle	4,537
16-011	2014 Dodge Charger	86,759
16-012	2017 Ford Explorer	59,428
17-001	2017 Ford Explorer	81,491
17-005	2017 Ford Explorer	68,106
18-001	2017 Dodge Ram	45,161
18-002	2017 Ford Explorer	46,063
19-001	2018 Ford Explorer	46,352
19-006	2019 Dodge Durango	23,373
19-008	2019 Dodge Durango	56,827
20-001	2020 Ford Explorer	24,648
20-002	2020 Dodge Durango	27,219
20-003	2020 Dodge Durango	66,934
20-004	2020 Dodge Durango	66,810
20-005	2020 Dodge Durango	64,367
20-006	2020 Dodge Durango	51,901
20-008	2020 Dodge Durango	49,882

Category #25101702

Item # 1000009398
Police Pursuit Vehicle

Dealer Name: JOHN VANCE MOTORS
Make Bidding: 2023 DODGE
Model Bidding: DURANGO PPV AWD
Model Code: WDEE75

Engine	Minimum Req.	Enter Vehicle Specification and Manufacturer Option Codes
Engine Type (Cylinder/Liter)	Mfg. Std - 5.7L / V8 HEMI / 360HP	5.7 LITER HEMI V8 - 360 HP
Alternate Fuel Engine	List if Available	N/A
Transmission		
Automatic	4 Speed Auto Trans.	8 SPEED AUTO
Oil Cooler	Trans Oil Cooler if Available	STANDARD
Drive Axle		
Primary Drive Axle	Front/ Rear/ All Wheel Drive - List	ALL WHEEL DRIVE
Differential Type/Ratio	Regular/ Mfg Std. Ratio List	
Electrical		
Alternator/Min (amps)	List Specs	220 AMP
Fuel		
Fuel Capacity min Liters(Gals)	Std. Tanks List Size	24.6 GAL
Exterior		
Paint	One Color Per Agencies Specs	ANY N/C PAINT
Spot Light	Driver Side, OEM LED	DRIVER SIDE SPOT LIGHT
Running Boards	Running Boards - OEM Installed	N/A
Doors & Windows		
Doors	4 Doors/2 Keys	STANDARD
Door Locks	Power Doors w/ Override	STANDARD
Windows	Power Windows W/ Lock Out	STANDARD
Defogger	Rear Window Defogger	STANDARD
Tinted Windows	Deep Tinted Glass	STANDARD
Mirrors	Heated Mirrors	STANDARD
Floor		
Floor Covering	Carpet with mats	CARPET
Interior		
Air Conditioning	Front & Rear AC & Heat	STANDARD
Radio	AM/FM	STANDARD
Tilt & Cruise	Tilt Wheel & Cruise Control	STANDARD
Lights	Disable Daytime Running Lights	STANDARD
Light	Aux Dome Light	STANDARD
Seats		
Seating Capacity min.	5 Pass.	STANDARD
Front Seat	Power Cloth Bucket Seats	STANDARD
Rear Seat	Cloth	STANDARD
Safety		
Brakes	Power Antilock/Disc	STANDARD
Restraint System All Pass	Seat Belts All Passengers	STANDARD
Air Bags	Air Bags Both Sides	STANDARD
Suspension		
Suspension/Shocks	Mfg. Std. List Axles and Springs	STANDARD
Tires & Wheels		
Tires & Wheels	OEM Std. Speed Rated List Size	18" BLACK WHEELS, P265/60R18 TIRES
Factory Spare	Full Size Match Vehicle	STANDARD
Warranty		
Bumper to Bumper Warranty	State Warranty	36 MO / 36000 MILES
Drive Train Warranty	State Warranty	60 MO / 100,000 ,ILES
Performance		
Top Speed 120 MPH	List Top Speed	130 MPH
	PURCHASE PRICE:	**$42,089**
	3YR LEASE PRICE	**$1,296**
	4YR LEASE PRICE	**$1,006**
	5YR LEASE PRICE	**$833**
	MSRP FOR BASE PRICE:	**$46,755**

State Contract purchase price of a new 2023 Dodge Durango. This would not have any equipment.

BPWA AGENDA: 02/07/2023
BPWA ITEM: Consent 1 (A)

NOTICE: 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. 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 17, 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
	Jeff Knapp	Trustee
	Matthew Goodwin	Trustee
MEMBERS ABSENT:	Amanda Sandoval	Trustee
OTHERS PRESENT:	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	Joe Davis	TEIM Design
	(See Roster)	

Mayor Lloyd called the Bethany City Council meeting to order at 8:46 P.M.

ITEM NO. 1 on the agenda was **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.

Motion was made by Trustee Palmer, seconded by Vice-Chairman Magirowsky to approve the Consent Docket. Yes Votes: Larsen, Magirowsky, Powell, Goodwin, Palmer, Lloyd, 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 FEBRUARY 7, 2023.**

Chairman Lloyd adjourned the Bethany Public Works meeting at 8:46 P.M. until February 7, 2023.

_____ _____

CHAIRMAN SECRETARY

Agenda: 02/07/2023
Item: Consent 1 (B)

BETHANY PUBLIC WORKS AUTHORITY

From: Michael Vaughn, Finance Director
Date: February 1, 2023
Subject: Claims List for the 02/07/2023 Bethany Public Works Authority Meeting

BETHANY PUBLIC WORKS AUTHORITY

FUND	AMOUNT
Bethany Public Works Authority	$160,271.34
TOTAL	**$160,271.34**

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	$76,380.23
Bethany Public Works Authority	$160,271.34
Bethany Hospital Trust	$0.00
Bethany Development Authority	$0.00
TOTAL	**$236,651.57**

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: 02.0		FINANCE				
23-45046	10-005227	WELLS FARGO VENDOR	SHARP COPIER	1/2023	5023593806	78.55
23-46656	10-005702	TPS TECHNICAL PROGRAMMING	UTILITY BILLING	1/2023	13670,13721,113769	3,152.97
23-46720	10-005944	EXPRESS SERVICES, INC.	ROBIN GAGE	1/2023	28502245	261.00
23-46620	10-1622	WESTLAKE ACE HARDWARE	CS BRACKET MOUNT MONITOR	1/2023	3503288,3503289	31.97
23-46654	10-1622	WESTLAKE ACE HARDWARE	DRILL BIT BLINDS	1/2023	3503299	6.99
					DEPARTMENT TOTAL:	3,531.48
DEPARTMENT: 08.1		PUBLIC WORKS - ADMIN				
23-46666	10-005373	CARD SERVICES/P1	PW ADMIN LAP TOP COMPUTER	1/2023	9311448	699.00
23-45373	10-1068	ONG	MNTHLY SVS	1/2023	20230123	1,239.97
23-46703	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY INS.	1/2023	20230115	198.25
23-46551	10-3042	ACCURATE ENVIRONMENTAL	VOC 7&10	1/2023	FA05049	336.00
23-46552	10-3042	ACCURATE ENVIRONMENTAL	VOC 7&10	1/2023	FA05049-01	336.00
23-46659	10-3042	ACCURATE ENVIRONMENTAL	VOC 7&10 1/12/23	1/2023	FA19058	368.00
23-46660	10-3042	ACCURATE ENVIRONMENTAL	VOC 7&10 1/19/23	1/2023	FA19059	368.00
					DEPARTMENT TOTAL:	3,545.22
DEPARTMENT: 08.3		PUBLIC WORKS - SANIT				
23-46722	10-004601	QUALITY PETROLEUM	200 GAL AW-46 HYD FLUID	1/2023	6346535-001	1,714.57
23-46476	10-005350	FORCE PERSONNEL	5 TEMPS FOR SANITATION	1/2023	72774,72822	3,491.02
23-46623	10-005350	FORCE PERSONNEL	TEMPHELPFORSANITATION	1/2023	72847,72894,72915	7,461.88
23-46567	10-005373	CARD SERVICES/P1	PINE SOL & C BATTERIES	1/2023	3419449	13.12
23-46617	10-005373	CARD SERVICES/P1	50UNITSTRAFFICSIGNALBULBS	1/2023	1246620	33.12
23-46736	10-005373	CARD SERVICES/P1	4INKCARTRIDGES&1LABTOPCAS	1/2023	5344268	47.84
23-46626	10-005545	REHRIG PACIFIC COMPANY	100 8" METAL CATCH BARS	1/2023	50291455	430.00
23-46778	10-005833	ADVANCE AUTO PARTS	(2) 31 SERIES BATTERIES	1/2023	6866303145811	267.98
23-46312	10-005944	EXPRESS SERVICES, INC.	TEMP HELP SANITATION	1/2023	28502246	1,574.71
23-46725	10-005944	EXPRESS SERVICES, INC.	TEMP HELP FOR SANITATION	1/2023	28536854	545.49
23-46410	10-0812	J & R EQUIPMENT LLC	UNIT 89	1/2023	01W4309	18,948.49
23-46737	10-0812	J & R EQUIPMENT LLC	CARTIDGE VALVE FOR #802	1/2023	01P13794	480.55
23-46762	10-0812	J & R EQUIPMENT LLC	UNIT #89/REPLACE HOSE	1/2023	01W4431	1,469.18
23-46703	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY INS.	1/2023	20230115	360.46
23-46615	10-1174	INTERSTATE BILLING SERVICE,	2-STROBE LIGHTS UNIT 92	1/2023	3030871042	155.80
23-46740	10-1261	RED ROCK PETRO	5000UNLEAD&3000DIESEL	1/2023	1406439	6,427.28
23-46710	10-3081	PREMIER TRUCK/ATC FREIGHTLI	BLOWERMOTOR&RADIATORCAP	1/2023	120689904	212.43
23-46723	10-3081	PREMIER TRUCK/ATC FREIGHTLI	UNIT #89/DX TRUCK DERATIN	1/2023	12086575	643.41
23-46742	10-3081	PREMIER TRUCK/ATC FREIGHTLI	DX & POSSIBLE REPAIR	1/2023	12086644	1,226.96
23-46776	10-3081	PREMIER TRUCK/ATC FREIGHTLI	PRIMARY & FUEL FILTERS	1/2023	120691169	688.80
23-46777	10-3081	PREMIER TRUCK/ATC FREIGHTLI	TRANSMISSION FILTERS	1/2023	120691236	346.24
					DEPARTMENT TOTAL:	46,539.33

FUND: 056- BETHANY PUBLIC WORKS AUTH SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08.4		PUBLIC WORKS - MAINT				
23-46771	10-006074	TARCO INDUSTRIES, INCL	50X3/8IDBLUEPLIOVICAIRHOS	1/2023	83689	75.00
23-46740	10-1261	RED ROCK PETRO	5000UNLEAD&3000DIESEL	1/2023	1406439	503.44
					DEPARTMENT TOTAL:	578.44
DEPARTMENT: 12.0		UTILITY - WATER PLANT				
23-46763	10-004996	GOODYEAR COMMERCIAL TIRE &	NEW TIRES UNIT 40	1/2023	255-1026679	548.56
23-46497	10-0091	BRENNTAG SOUTHWEST INC	2 TOTES OF ALUMINUM SULF	1/2023	BSW438228	2,300.00
23-46536	10-0091	BRENNTAG SOUTHWEST INC	2 TOTES OF AQUA AMMONIA	1/2023	43880, 440787	1,883.00
23-46691	10-0091	BRENNTAG SOUTHWEST INC	2 TOTES OF ALUMINUM SULFA	1/2023	BSW441985	2,300.00
23-46739	10-0635	GRAINGER INC	6INGRINDER CUTTING WHEELS	1/2023	9587270803	53.06
23-45040	10-1063	OG&E	MONTHLY SVS	1/2023	20230126	5,769.98
23-45248	10-1068	ONG	MONTHLY UTILITIES	1/2023	20230123	360.49
23-46716	10-1128	OK CITY WATER UTILITIES TR	CROSSTIES 50TH & PENIAL	1/2023	20230122	23,942.31
23-46085	10-1211	REXEL	REPLACEMENT VFO/CLARIFIER	1/2023	S135126270.001	2,517.29
23-46740	10-1261	RED ROCK PETRO	5000UNLEAD&3000DIESEL	1/2023	1406439	479.54
23-46630	10-1771	ADVENTURE OUT	STROBE LIGHT UNIT 22-001	1/2023	555150	675.50
23-46770	10-1771	ADVENTURE OUT	Propane	1/2023	555161	140.04
23-46553	10-3042	ACCURATE ENVIRONMENTAL	BAC T'S	1/2023	FA05043	300.00
23-46661	10-3042	ACCURATE ENVIRONMENTAL	BAC T'S	1/2023	FA19061	300.00
23-46479	10-3487	AIRGAS USA, LLC	20 TONS OF LIQUID CO2	1/2023	9133891658	3,713.30
23-46573	10-3919	MISSISSIPPI LIME	25 TONS OF LIME	1/2023	1652114	8,773.13
23-46628	10-3919	MISSISSIPPI LIME	25 TONS OF LIME	1/2023	1654357	8,652.46
23-46784	10-3919	MISSISSIPPI LIME	25 TONS LIME	1/2023	1621775	8,821.19
23-45671	10-3924	ODEQ	HPC/STANDARD PLATE COUNT	1/2023	22122690191	387.60
					DEPARTMENT TOTAL:	71,917.45
DEPARTMENT: 12.1		UTILITY - WATER LINE				
23-45567	10-004780	TWISTER TOWING SERVICE	TOW UNIT TO REYNOLDS	1/2023	5504	110.75
23-46709	10-005350	FORCE PERSONNEL	UTILITY LINE	1/2023	72823,72895	1,738.80
23-46598	10-0482	DOLESE BROS. CO.	FILL ROCK	1/2023	23003274, 23004522	409.27
23-46618	10-1066	OKLAHOMA CONTRACTOR'S SUPPL	10INCH CLAMP	1/2023	0373113-IN	320.00
23-46735	10-1066	OKLAHOMA CONTRACTOR'S SUPPL	GASKETS AND BOLT KITS	1/2023	0373220-IN	140.00
23-46703	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY INS.	1/2023	20230115	2,865.62
23-46740	10-1261	RED ROCK PETRO	5000UNLEAD&3000DIESEL	1/2023	1406439	623.37
23-46724	10-1509	TOM'S SPEEDY LOCK & KEY SER	KEYS/PW LINE MAINTENANCE	1/2023	69199	20.00
23-46503	10-3245	KRAPFF REYNOLDS CONST CO	LABOR & EQUIPMENT	1/2023	23011	2,148.00
23-46733	10-3245	KRAPFF REYNOLDS CONST CO	7127 NW 39TH EXPRESSWAY	1/2023	23012	12,145.50
					DEPARTMENT TOTAL:	20,521.31

FUND: 056- BETHANY PUBLIC WORKS AUTH SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 12.2		UTILITY - SEWER				
23-46567	10-005373	CARD SERVICES/P1	PINE SOL & C BATTERIES	1/2023	3419449	41.96
23-46744	10-0225	GENUINE PARTS	BATTERY/50TH LIFT STATION	1/2023	7092-026855	129.97
23-45040	10-1063	OG&E	MONTHLY SVS	1/2023	20230126	949.82
23-46663	10-1085	OKLAHOMA MUNICIPAL ASSURANC	TORT DEDUCTIBLE	1/2023	23-46663	1,000.00
23-46703	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY INS.	1/2023	20230115	2,505.16
23-46740	10-1261	RED ROCK PETRO	5000UNLEAD&3000DIESEL	1/2023	1406439	143.84
23-46060	10-3367	EVANS ENTERPRISES INC	REBUILD SULZER PUMP	1/2023	78362	8,867.36
					DEPARTMENT TOTAL:	13,638.11
					FUND TOTAL:	160,271.34
					GRAND TOTAL:	236,651.57

BHT AGENDA: 02/07/2023
BHT ITEM: Consent 1 (A)

NOTICE: 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. 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 17, 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
	Jeff Knapp	Trustee
	Matthew Goodwin	Trustee
MEMBERS ABSENT:	Amanda Sandoval	Trustee
OTHERS PRESENT:	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	Joe Davis	TEIM Design
	(See Roster)	

Chairman Lloyd called the Bethany Hospital Trust meeting to order at 8:46 P.M.

ITEM NO. 1 on the agenda was **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.

Motion was made by Trustee Palmer, seconded by Trustee Goodwin to approve the Consent Docket. Yes Votes: Magirowsky, Goodwin, Larsen, Powell, 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 FEBRUARY 7, 2023.**

Chairman Lloyd adjourned the Bethany Hospital Trust meeting at 8:47 P.M. until February 7, 2023.

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CHAIRMAN SECRETARY

Agenda: 02/07/2023
Item: Consent 1 (B)

BETHANY HOSPITAL TRUST

From: Michael Vaughn, Finance Director
Date: February 1, 2023
Subject: Claims List for the 02/07/2023 Bethany Hospital Trust Meeting

BETHANY HOSPITAL TRUST

FUND	AMOUNT
Bethany Hospital Trust	$0.00
TOTAL	**$0.00**

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	$76,380.23
Bethany Public Works Authority	$160,271.34
Bethany Hospital Trust	$0.00
Bethany Development Authority	$0.00
TOTAL	**$236,651.57**

RECOMMENDATION

1. Approve the claims as presented.

BDA AGENDA: 02/07/2023
BDA ITEM: Consent 1 (A)

NOTICE: 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. 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 17, 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
	Jeff Knapp	Trustee
	Matthew Goodwin	Trustee
MEMBERS ABSENT:	Amanda Sandoval	Trustee
OTHERS PRESENT:	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	Joe Davis	TEIM Design
	(See Roster)	

Chairman Lloyd called the Bethany Development Authority meeting to order at 8:47 P.M.

ITEM NO. 1 on the agenda was **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.

Motion was made by Trustee Palmer, seconded by Trustee Goodwin to approve the Consent Docket. Yes votes: Knapp, Larsen, Palmer, Lloyd, Goodwin, McPhail, Powell, 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 FEBRUARY 7, 2023.**

Chairman Lloyd adjourned the Bethany Development Authority meeting at 8:47 P.M. until February 7, 2023.

_____ _____

CHAIRMAN SECRETARY

Agenda: 02/07/2023
Item: Consent 1 (B)

BETHANY DEVELOPMENT AUTHORITY

From: Michael Vaughn, Finance Director
Date: February 1, 2023
Subject: Claims List for the 02/07/2023 Bethany Development Authority Meeting

BETHANY DEVELOPMENT AUTHORITY

FUND	AMOUNT
Bethany Development Authority	$0.00
TOTAL	**$0.00**

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	$76,380.23
Bethany Public Works Authority	$160,271.34
Bethany Hospital Trust	$0.00
Bethany Development Authority	$0.00
TOTAL	**$236,651.57**

RECOMMENDATION

1. Approve the claims as presented.