
On Thursday, March 30, 2023, at or before 4:59 p.m., agenda was posted at the front door 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, APRIL 4, 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 March 21, 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. Public Improvement-Routine Item: Acceptance of ODEQ Permit No. WL00005230094 for the construction of 257 linear feet of waterline and appurtenances to serve London Quadplexes, Oklahoma County, Oklahoma.
4. Public Comment - Any person wishing to address the Council during Public Comment shall give their name, address, and city of residence to the City Clerk for the records PRIOR to the start of the meeting. *(Per Chapter 30 of the Bethany Code of Ordinances, there is a five-minute limit, and no action or discussion shall take place. All remarks shall be addressed to the Council as a body, and not to any member thereof.)*

5. Consideration and possible approval of Franchise Agreement for fiber optic internet between the City of Bethany and Dobson Technologies, Inc. and authorize the Mayor to sign the document on behalf of the City of Bethany. *(Ray Jones, City Attorney)*
6. Consideration and possible approval of a Partial Release of Sanitary Sewer Easement as recorded in Book 2462 at Page 190, on February 23, 1960, in the office of the Oklahoma County Court Clerk and authorize the Mayor to sign the document on behalf of the City of Bethany. *(Ray Jones, City Attorney)*
7. Consideration and possible approval to award the Engineering Contract to TEIM Design, LLC for the CRRSAA Grant to Mill and Inlay the intersection of 23rd Street and Rockwell Avenue and extending north approximately 1,000 feet and authorize the Mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
8. Consideration and possible approval to award the Engineering Contract for Proposition 1-A Traffic Signalization at 23rd Street and Rockwell Avenue and Proposition 1-B Traffic Signalization at 36th Street and Rockwell Avenue Projects to TEIM Design, LLC and authorize the Mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
9. Consideration and possible approval to award the Engineering and Design Contract for Proposition 3-B Police Headquarters and Proposition 3-C Animal Welfare Improvements Projects to TEIM Design, LLC and authorize the Mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
10. Consideration and possible approval of contract with YMCA of Greater Oklahoma City-Bethany YMCA for operation of the municipal swimming pool for 2023 season. *(Elizabeth Gray, City Manager)*
11. Consideration and possible adoption of Resolution No. 1672 designating the week of April 9th through April 15th of 2023 as National Telecommunicator Week in the City of Bethany. *(Elizabeth Gray, City Manager)*
12. EXECUTIVE SESSION: Confidential communications between City Council and City Attorney pursuant to 25 O.S. § 307 (B) (4) concerning Oklahoma County Case CJ-2021-4487; City of Bethany v. Level Foundation Repair, LLC and Scott Hannay and Teresa Hannay, under advice of City Attorney that disclosure will seriously impair the ability of the City Council to conduct litigation.
 - A. Enter into Executive Session.
 - B. Exit Executive Session.
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.
16. Mayor and Council Members Comments and Suggestions.
17. Adjourn until April 18, 2023.

BETHANY PUBLIC WORKS AUTHORITY

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. Consent Docket:
 - A. Approval of Minutes from the March 21, 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. Consideration and possible approval of a Partial Release of Sanitary Sewer Easement as recorded in Book 2462 at Page 190, on February 23, 1960, in the office of the Oklahoma County Court Clerk and authorize the Mayor to sign the document on behalf of the City of Bethany. *(Ray Jones, City Attorney)*
3. 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")*.
4. Adjourn until April 18, 2023.

BETHANY HOSPITAL TRUST

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. Consent Docket:

- A. Approval of Minutes from the March 21, 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 April 18, 2023.

BETHANY DEVELOPMENT AUTHORITY

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. Consent Docket:
 - A. Approval of Minutes from the March 21, 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 April 18, 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.)

NOTICE: On Thursday, March 16, 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, MARCH 21, 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
	Ken Smart	Council Member
	Jeff Knapp	Council Member
	Peter Plank	Council Member
MEMBERS ABSENT:	None	
OTHERS PRESENT:	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	Joe Davis	TEIM Design, LLC
	(See Roster)	

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

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

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

The Invocation was given by Council Member Smart.

The Flag Salute was conducted by Mayor Lloyd.

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

- A. APPROVAL OF MINUTES FROM THE MARCH 7, 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. PUBLIC IMPROVEMENT-ROUTINE ITEM: ACCEPT ODEQ PERMIT NO. WL000055220100 FOR THE CONSTRUCTION OF 46 LINEAR FEET OF WATERLINE AND APPURTENANCES TO SERVE BETHANY BUSINESS PARK, OKLAHOMA COUNTY, OKLAHOMA.**
- D. PUBLIC IMPROVEMENT-ROUTINE ITEM: ACCEPT ODEQ PERMIT NO. SL000055220101 FOR THE CONSTRUCTION OF 366 LINEAR FEET OF SANITARY SEWER LINE AND APPURTENANCES TO SERVE BETHANY BUSINESS PARK, OKLAHOMA COUNTY, OKLAHOMA.**
- E. PUBLIC IMPROVEMENT ROUTINE ITEM: ACCEPT ODEQ PERMIT NO. WL000055230107 FOR THE CONSTRUCTION OF 1,265 LINEAR FEET OF WATERLINE AND APPURTENANCES TO SERVE HOLLOWAY AVENUE BETWEEN NW 36TH STREET AND NW 32ND STREET, OKLAHOMA COUNTY, OKLAHOMA.**

Motion was made then amended by Vice-Mayor Magirowsky, seconded by Council Member Smart to approve the consent docket, and add the following comment by Mrs. McPhail to Item No. 17: Council Member McPhail wanted, “the 24,000.00 earmarked for a specific cause and not just be placed in the city general fund”. Yes votes: Plank, Palmer, Larsen, Smart, Lloyd, Magirowsky, Powell, Knapp, McPhail. No votes: None. Motion approved.

ITEM NO. 4 on the agenda was **MAYORAL PROCLAMATION DECLARING APRIL 2023 AS AUTISM AWARENESS MONTH AND APRIL 2, 2023, AS WORLD AUTISM DAY.**

Michele DeBerry, Director of the Oklahoma Autism Network was presented with this proclamation.

ITEM NO. 5 on the agenda was **MAYORAL PROCLAMATION – BETHANY HIGH SCHOOL LADY BRONCHOS STATE 4A BASKETBALL CHAMPIONS.**

Superintendent Drew Eichelberger, Head Coach Eric Sailer, Assistant Coach April Authur and Assistant Athletic Director Lisa Tackett were all present to receive a key to the city along with this proclamation.

ITEM NO. 6 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. 7 on the agenda was **CONSIDERATION, DISCUSSION AND POSSIBLE ACTION TO ENTER INTO EXECUTIVE SESSION TO HOLD CONFIDENTIAL COMMUNICATIONS BETWEEN THE CITY COUNCIL FOR THE CITY OF BETHANY AND ITS ATTORNEYS CONCERNING THE SETTLING OF CERTAIN CLAIMS IN PENDING LITIGATION (CITY OF BETHANY V. PURDUE PHARM, L.P., ET AL., CASE NO. 19-OP-46148-DAP, PENDING IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OHIO, AND CITY OF ADA, ET AL. V. WALMART INC., F/K/A WALMART STORES, INC., ET AL., CASE NO. CJ-22-250 FILED IN THE DISTRICT COURT OF POTTAWATOMIE COUNTY, OKLAHOMA), INCLUDING POTENTIAL RESOLUTION OF CERTAIN CLAIMS AGAINST WALMART, WALGREENS, CVS, TEVA, AND ALLERGAN, RELATED TO LAWSUITS AGAINST PHARMACEUTICAL SUPPLY CHAIN PARTICIPANTS OF OPIOID PRESCRIPTION DRUGS, AND TAKING APPROPRIATE ACTION IN OPEN SESSION, INCLUDING POSSIBLE AUTHORIZATION TO SETTLE CLAIMS, THE DISCLOSURE OF WHICH MAY SERIOUSLY IMPAIR THE LITIGATION IF KNOWN BY PUBLIC DISCLOSURE AS ALLOWED BY 25 O.S. § 307(B)(4). (RAY JONES, CITY ATTORNEY)**

A. ENTER INTO EXECUTIVE SESSION

Motion was made by Vice-Mayor Magirowsky, seconded by Council Member Larsen to enter executive session at 7:42 p.m. Yes votes: Powell, Palmer, Plank, McPhail, Larsen, Knapp, Lloyd, Magirowsky, Smart. No votes: None. Motion approved.

B. EXIT EXECUTIVE SESSION.

Motion was made by Vice-Mayor Magirowsky, seconded by Council Member Plank to exit executive session at 8:17 p.m. Yes votes: Powell, Palmer, Plank, McPhail, Larsen, Knapp, Lloyd, Magirowsky, Smart. No votes: None. Motion approved

ITEM NO. 8 on the agenda was **CONSIDER APPROVING PARTICIPATION IN THE WALGREENS SETTLEMENT AGREEMENT DATED DECEMBER 9, 2022, AND THE**

RETAILER STATE-SUBDIVISION AGREEMENT AS IT PERTAINS TO THE WALGREENS SETTLEMENT AGREEMENT, AS RECOMMENDED BY TODD COURT OR MATT SILL, LEGAL COUNSEL FOR THE CITY OF BETHANY AND OTHER LITIGATING OKLAHOMA SUBDIVISIONS, INCLUDING APPROVAL OF RESOLUTION NO. 1666, AND AUTHORIZE THE MAYOR OF THE CITY OF BETHANY TO EXECUTE THE SUBDIVISION PARTICIPATION FORM FOR THE CITY OF BETHANY'S PARTICIPATION IN THE WALGREENS SETTLEMENT AGREEMENT. (RAY JONES, CITY ATTORNEY)

Motion was made by Council Member Larsen, seconded by Vice-Mayor Magirowsky to approve Resolution No. 1666 and the agreement with Walgreens. Also, approval to authorize the Mayor to sign the document on behalf of the City of Bethany. Yes votes: Knapp, Plank, Smart, Magirowsky, Palmer, Lloyd, McPhail, Larsen, Powell. No votes: None. Motion approved.

ITEM NO. 9 on the agenda was CONSIDER APPROVING PARTICIPATION IN THE WALMART SETTLEMENT AGREEMENT NOVEMBER 22, 2022, AND THE RETAILER STATE-SUBDIVISION AGREEMENT AS IT PERTAINS TO THE WALMART SETTLEMENT AGREEMENT, AS RECOMMENDED BY TODD COURT OR MATT SILL, LEGAL COUNSEL FOR THE CITY OF BETHANY AND OTHER LITIGATING OKLAHOMA SUBDIVISIONS, INCLUDING APPROVAL OF RESOLUTION NO. 1667, AND AUTHORIZE THE MAYOR OF THE CITY OF BETHANY TO EXECUTE THE SUBDIVISION PARTICIPATION FORM FOR THE CITY OF BETHANY'S PARTICIPATION IN THE WALMART SETTLEMENT AGREEMENT. (RAY JONES, CITY ATTORNEY)

Motion was made by Council Member Larsen, seconded by Council Member Knapp to approve Resolution No. 1667 and the agreement with Walmart. Also, approval to authorize the Mayor to sign the document on behalf of the City of Bethany. Yes votes: Knapp, Plank, Smart, Magirowsky, Palmer, Lloyd, McPhail, Larsen, Powell. No votes: None. Motion approved.

ITEM NO. 10 on the agenda was CONSIDER APPROVING PARTICIPATION IN THE CVS SETTLEMENT AGREEMENT DATED DECEMBER 9, 2022, AND THE RETAILER STATE-SUBDIVISION AGREEMENT AS IT PERTAINS TO THE CVS SETTLEMENT AGREEMENT, AS RECOMMENDED BY TODD COURT OR MATT SILL, LEGAL COUNSEL FOR THE CITY OF BETHANY AND OTHER LITIGATING OKLAHOMA SUBDIVISIONS, INCLUDING APPROVAL OF RESOLUTION NO. 1668, AND AUTHORIZE THE MAYOR OF THE CITY OF BETHANY TO EXECUTE THE SUBDIVISION PARTICIPATION FORM FOR THE CITY OF BETHANY'S PARTICIPATION IN THE CVS SETTLEMENT AGREEMENT. (RAY JONES, CITY ATTORNEY)

Motion was made by Council Member Larsen, seconded by Council Member Smart to approve Resolution No. 1668 and the agreement with CVS. Also, approval to authorize the Mayor to sign the document on behalf of the City of Bethany. Yes votes:

Knapp, Plank, Smart, Magirowsky, Palmer, Lloyd, McPhail, Larsen, Powell. No votes: None. Motion approved.

ITEM NO. 11 on the agenda was **CONSIDER APPROVING PARTICIPATION IN THE ALLERGAN SETTLEMENT AGREEMENT DATED NOVEMBER 22, 2022, AND THE ALLERGAN STATE-SUBDIVISION AGREEMENT, AS RECOMMENDED BY TODD COURT OR MATT SILL, LEGAL COUNSEL FOR THE CITY OF BETHANY AND OTHER LITIGATING OKLAHOMA SUBDIVISIONS, INCLUDING APPROVAL OF RESOLUTION NO. 1669, AND AUTHORIZE THE MAYOR OF THE CITY OF BETHANY TO EXECUTE THE SUBDIVISION PARTICIPATION FORM FOR THE CITY OF BETHANY'S PARTICIPATION IN THE ALLERGAN SETTLEMENT AGREEMENT. (RAY JONES, CITY ATTORNEY)**

Motion was made by Council Member Larsen, seconded by Vice-Mayor Magirowsky to approve Resolution No. 1669 and the agreement with Allergan. Also, approval to authorize the Mayor to sign the document on behalf of the City of Bethany. Yes votes: Knapp, Plank, Smart, Magirowsky, Palmer, Lloyd, McPhail, Larsen, Powell. No votes: None. Motion approved.

ITEM NO. 12 on the agenda was **CONSIDER APPROVING PARTICIPATION IN THE TEVA SETTLEMENT AGREEMENT DATED NOVEMBER 22, 2022, AS RECOMMENDED BY TODD COURT OR MATT SILL, LEGAL COUNSEL FOR THE CITY OF BETHANY AND OTHER LITIGATING OKLAHOMA SUBDIVISIONS, INCLUDING APPROVAL OF RESOLUTION NO. 1670, AND AUTHORIZE THE MAYOR OF THE CITY OF BETHANY TO EXECUTE THE SUBDIVISION PARTICIPATION FORM FOR THE CITY OF BETHANY'S PARTICIPATION IN THE TEVA SETTLEMENT AGREEMENT. (RAY JONES, CITY ATTORNEY)**

Motion was made by Council Member Larsen, seconded by Council Member Smart to approve Resolution No. 1669 and the agreement with Teva. Also, approval to authorize the Mayor to sign the document on behalf of the City of Bethany. Yes votes: Knapp, Plank, Smart, Magirowsky, Palmer, Lloyd, McPhail, Larsen, Powell. No votes: None. Motion approved.

ITEM NO. 13 on the agenda was **CONSIDERATION AND POSSIBLE ADOPTION OF RESOLUTION NO. 1671 APPROVING A PROJECT AGREEMENT BETWEEN THE CITY OF BETHANY AND THE STATE OF OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR INTERSECTION MODIFICATION AT SH-66 BEGINNING AT N. DONALD AVENUE EXTENDING WEST THREE BLOCKS TO N. ASBURY AVENUE. (ELIZABETH GRAY, CITY MANAGER)**

The City Manager reminded council that this is a 25% match. The cost breakdown is \$365,289.22-SNU, \$142,112.48-COB from the Stabilization Reserve Fund and \$1,522,205.10-ODOT.

Motion was made by Vice-Mayor Magirowsky, seconded by Council Member Knapp to approve Resolution No. 1671 and the agreement with the State of Oklahoma Department of Transportation. Yes votes: Knapp, Plank, Smart, Magirowsky, Lloyd, McPhail, Larsen, Powell. No votes: None. Abstain: Palmer. Motion approved.

ITEM NO. 14 on the agenda **CONSIDERATION AND POSSIBLE APPROVAL TO ADVERTISE FOR BIDS FOR THE OKLAHOMA DEPARTMENT OF COMMERCE COMMUNITY DEVELOPMENT BLOCK GRANT WATERLINE REPLACEMENT PROJECT LOCATED ON N HOLLOWAY AVENUE BETWEEN NW 36TH STREET AND NW 32ND STREET. (ELIZABETH GRAY, CITY MANAGER).**

Attorney Ray Jones brings to Council's attention that SRB references the City of Warr Acres throughout its documentation and that needs to be changed to the City of Bethany. Mr. Jones also recommends we replace pages C1 and 2 of the contract in the packet with our construction contract.

Council Member Palmer referenced 2.53 of the contract and questioned some of this however, he now believes he has gone over this with the attorney and is satisfied.

Motion was made by Council Member Palmer, seconded by Council Member Plank to approve as amended by the city attorney. Yes votes: Powell, Palmer, Plank, McPhail, Larsen, Knapp, Lloyd, Magirowsky, Smart. No votes: None. Motion approved.

ITEM NO. 15 on the agenda **CONSIDERATION AND POSSIBLE APPROVAL OF ORDINANCE NO. 2045, AN ORDINANCE AMENDING SECTION 31.17 OF THE CITY OF BETHANY, OKLAHOMA CODE OF ORDINANCES GOVERNING COMPENSATION FOR THE MAYOR AND COUNCIL MEMBERS TO PERMIT OFFICERS TO DECLINE A SALARY FOR HIS OR HER TERM. (RAY JONES, CITY ATTORNEY)**

- A. PRESENTATION BY STAFF AND/OR INTERESTED PARTY.**
- B. CONSIDERATION AND POSSIBLE ACTION TO APPROVE OF ORDINANCE NO. 2045, ON READING BY TITLE ONLY.**
- C. MOTION TO APPROVE SECTIONS 1-4 OF ORDINANCE NO. 2045.**

Motion was made by Council Member Powell, seconded by Council Member McPhail to table Ordinance No. 2045 on Reading By Title Only. Yes votes: Knapp, Palmer, Plank, Smart, Magirowsky, Lloyd, McPhail, Powell. No votes: None. Abstain: Larsen. Motion approved.

ITEM NO. 16 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF WARD 4 BOARD OF ADJUSTMENT APPOINTMENT OF KEITH BURLISON TO SERVE A THREE-YEAR TERM. (BRIAN MAGIROWSKY, VICE-MAYOR & JEFF KNAPP, COUNCIL MEMBER)**

Motion was made by Vice-Mayor Magirowsky seconded by Council Member Knapp to appoint Keith Burlison to the Board of Adjustment to serve a three-year term. Yes votes: Lloyd, Palmer, McPhail, Plank, Magirowsky, Smart, Knapp, Larsen, Powell. No votes: None. Motion approved.

ITEM NO. 17 on the agenda was **DISCUSSION AND POSSIBLE ACTION REGARDING CONDUCTING THE FREEDOM FESTIVAL ON JULY 4TH INSTEAD OF THE SATURDAY BEFORE. (MARILYN MCPHAIL, COUNCIL MEMBER)**

There was discussion on how the date was set and fireworks already scheduled for the Saturday before the 4th for this year and that it was too late to change the date.

Motion was made then amended by Council Member Smart, seconded by Council Member McPhail to approve having the Freedom Festival on July 4th starting in 2024 instead of the Saturday before. Yes votes: Palmer, Powell, Knapp, Plank, Smart, Lloyd, Magirowsky, McPhail. No votes: None. Abstain: Larsen. Motion approved.

ITEM NO. 18 on the agenda was **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”)**.

Attorney Ray Jones stated that the minutes that Council Member McPhail wanted amended needed to be pulled from the consent docket and voted on separately.

Motion was made by Council Member McPhail, seconded by Council Member Palmer to amend the minutes of the March 7th meeting. Council Member McPhail wanted her statement inserted to Item No. 17 as follows: “the 24,000.00 earmarked for a specific cause and not just be placed in the city general fund”. Yes votes: Plank, Palmer, Smart, Lloyd, Magirowsky, Powell, Knapp, McPhail. No votes: None. Abstain: Larsen. Motion approved.

ITEM NO. 19 on the agenda was **CITY ATTORNEY’S REPORT.**

A. UPDATE ON BRANDT V CITY OF BETHANY, OKLA. CO. CASE NUMBER CJ-21-1978

Attorney Jones reported that this case was dismissed from action.

B. UPDATE ON FROGGE V. CITY OF BETHANY, W.D. OK CASE NUMBER CIV-22-0692.

Attorney Jones reported the City of Bethany is on the eve of being dismissed however, the two officers will remain a part of the case.

C. UPDATE ON MILES V. BETHANY POLICE DEPARTMENT OF OKLA, CO. CASE NUMBER SC-2021-12231.

Attorney Jones reported this did not comply with the Governmental Tort Claims Act and the court dismissed this action.

ITEM NO. 20 on the agenda was **CITY MANAGER'S REPORT.**

Michael Vaughn gave the monthly financial report.

City Manager Gray reported the following:

Next bulk trash pickup is October 2nd beginning on the south side of town.

April 6th will be the annual Budget Fair to be held at the Bethany Library from 5:30 p.m. to 7:00 p.m. The final budget will be presented to the council for approval on May 2nd

April 19th the Fire Department will be hosting Safe Kids Oklahoma for a car seat safety check and installation course.

November 11th is free landfill day from 7:00 a.m. until noon at 7600 SW 15th Street, OKC.

ITEM NO. 21 on the agenda was **COUNCIL MEMBERS ANNOUNCEMENTS, COMMENTS, AND PROPOSALS.**

Each Council Member was given the opportunity to comment.

ITEM NO. 22 on the agenda was **ADJOURN UNTIL APRIL 4, 2023.**

Mayor Lloyd adjourned the Bethany City Council meeting at 9:08 P.M.

MAYOR

CITY CLERK

BETHANY CITY COUNCIL

From: Michael Vaughn, Finance Director
Date: March 30, 2023
Subject: Claims List for the 04/04/2023 City Council Meeting

GENERAL OPERATIONS FUND

FUND	AMOUNT
General Operation Fund	\$32,371.66
Public Safety	\$313.20
E911 Fund	\$0.00
Capital Improvement Fund	\$1,750.00
2022A GO Bond Fund	\$85,291.97
Debt Service	\$0.00
Municipal Court Fund	\$0.00
Cemetery Fund	\$0.00
TOTAL	\$119,726.83

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$119,726.83
Bethany Public Works Authority	\$84,452.16
Bethany Hospital Trust	\$0.00
Bethany Development Authority	\$0.00
TOTAL	\$204,178.99

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	3/2023	126585	813.00
23-47231	10-006086	KENNETH A. ERICSON, JR.	OSBI REIMBURSEMENT	3/2023	20230403	19.00
23-47234	10-006087	DANIEL CATANZARO	OSBI REIMURSEMENT	3/2023	20230320	19.00
23-47260	10-1068	ONG	MONTHLY SVC	3/2023	20230320	969.85
23-47261	10-1083	OKLAHOMA COUNTY ELECTION	BOFEB ELECTION	3/2023	20230228-	405.70
23-46145	10-1530	THE TRIBUNE	BUDGET AMENDMENTS	3/2023	20230317	15.50
23-46208	10-2582	CMAO	2023 WINTER CONFERENCE	3/2023	7490	295.00
23-46228	10-3196	IMAGENET CONSULTING, LLC	UP/DOWNSTAIRS PRINTERS	3/2023	INV505786	210.83
DEPARTMENT TOTAL:						2,747.88
DEPARTMENT: 02.0		FINANCE				
23-46228	10-3196	IMAGENET CONSULTING, LLC	UP/DOWNSTAIRS PRINTERS	3/2023	INV505786	60.48
23-47272	10-3196	IMAGENET CONSULTING, LLC	HARD DRIVE-BILLING COMP	3/2023	INV513732	69.32
DEPARTMENT TOTAL:						129.80
DEPARTMENT: 03.0		COURT				
23-47119	10-005373	CARD SERVICES/PI	TONER	3/2023	2214615	199.99
23-45016	10-005625	SHRED-IT	FEB 2023 PAPER DEST	3/2023	8003508659	50.00
23-46336	10-006024	DOORTEC, INC.	BACK DOOR REPAIR	3/2023	36140031	148.00
23-45582	10-0465	OK DEPT OF PUBLIC SAFETY	FEB 2023 OLETS LICENSE	3/2023	LET-009511	50.00
23-47260	10-1068	ONG	MONTHLY SVC	3/2023	20230320	227.14
DEPARTMENT TOTAL:						675.13
DEPARTMENT: 05.0		POLICE				
23-47100	10-004536	APPLIED CONCEPTS, INC.	Radar Shipped Back	3/2023	416264	32.50
23-47156	10-005191	SUPPLYONE OKLAHOMA CITY, INC	Evidence Boxes	3/2023	1475109	149.81
23-47242	10-005373	CARD SERVICES/PI	Completes PO 23-46847	3/2023	9655412	34.00
23-47244	10-005595	RAY'S WESTSIDE TAG AGENCY	Durango Tag Trip 1	3/2023	20230328	46.00
23-47245	10-005595	RAY'S WESTSIDE TAG AGENCY	Durango Tag Trip 2	3/2023	20230328-	46.00
23-46682	10-006069	NORTH AMERICAN RESCUE HOLDI	IFAK Kits	3/2023	IN691075	178.44
23-46697	10-006070	ANGEL ARMOR, LLC	SWAT Vests	3/2023	23-46697	8,067.00
23-47182	10-0225	GENUINE PARTS	Brakes & Rotors 17-001	3/2023	7092-030404	509.05
23-45619	10-0465	OK DEPT OF PUBLIC SAFETY	Monthly OLETS Access	3/2023	LET-009413	485.00
23-47260	10-1068	ONG	MONTHLY SVC	3/2023	20230320	1,011.67
23-47241	10-1717	JOHN REID	KANSAS TOLLS	3/2023	20230324	97.00
23-47265	10-1717	JOHN REID	Reimb for POSSE Exams	3/2023	20230327	135.00
23-47099	10-1771	ADVENTURE OUT	Remove Emerg Equip	3/2023	555224	170.00
23-47135	10-1771	ADVENTURE OUT	Light Control Install	3/2023	555223	85.00
23-47185	10-1771	ADVENTURE OUT	12-107 Driver Door Repair	3/2023	555225	85.00
23-47249	10-1771	ADVENTURE OUT	Spotlight Fixed & Labor	3/2023	555222	134.95
23-45192	10-2442	SUMNERONE, INC.	Kyocera	3/2023	3528026	165.08
23-47125	10-3086	NATIONAL AUTO	Entry System Unit 16-012	3/2023	118974	249.00
23-47177	10-3415	SPECIAL-OPS UNIFORMS, INC.	Reynolds Uniform	3/2023	332974B	835.47
23-46638	10-3512	BOARD OF TESTS	Intoxilyzer Cert	3/2023	13644	62.00
23-47243	10-3518	CHAD MEEK	Reimb for Kansas TOLL	3/2023	20230324	12.50

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 05.0 POLICE						
23-45218	10-4090	AT&T MOBILITY	First Net	3/2023	287287746277X0319	1,663.66
DEPARTMENT TOTAL:						14,254.13
DEPARTMENT: 06.0 FIRE						
23-47143	10-005067	CHICKASAW PERSONAL COMMUNIC	STORM SIREN PM	3/2023	83317	1,000.00
23-47131	10-005373	CARD SERVICES/PI	EMS LIC RENEWAL	3/2023	EMT LICENSE	309.00
23-47263	10-005373	CARD SERVICES/PI	INTAKE VALVE REPAIR	3/2023	2195481000	175.63
23-47145	10-005787	ADVANCED BIOMEDICAL	CALIBRATION OF AED/MONITO	3/2023	5142	300.00
23-46568	10-006065	PRECISION FIRE SERVICE CONS	3 DAY TRAINING FOR FD	3/2023	008-23	1,500.00
23-47144	10-0336	CASCO INDUSTRIES	FIT TESTING SCBA MASKS	3/2023	248687	50.00
23-45040	10-1063	OG&E	MONTHLY SVS	3/2023	20230323	118.48
23-47260	10-1068	ONG	MONTHLY SVC	3/2023	20230320	1,108.73
23-47259	10-1084	OKLAHOMA STATE FIREFIGHTERS	MEMBERSHIP DUES	3/2023	2B7AD795-0001	1,540.00
23-47264	10-3216	BINSWANGER GLASS #609	REPAIRS TO WEST FD DOOR	3/2023	W609096953	250.00
23-47258	10-3415	SPECIAL-OPS UNIFORMS, INC.	UNIFORM SHIRTS	3/2023	337719	125.18
23-46222	10-4103	OTTO COMMUNICATIONS	SPEAKER MICS	3/2023	1138945	1,010.84
23-47142	10-4279	C.O.P.S. PRODUCTS LLC	BATT CHIEF POLOS	3/2023	202301475	139.47
DEPARTMENT TOTAL:						7,627.33
DEPARTMENT: 07.0 COMMUNITY DEV						
23-47088	10-004417	MCLAIN-CHITWOOD OFFICE	NAME PLATE	3/2023	232322	29.99
23-47140	10-004417	MCLAIN-CHITWOOD OFFICE	OFFICE SUPPLIES	3/2023	232323	367.99
23-47190	10-005350	FORCE PERSONNEL	ABATEMENT	3/2023	73500	181.14
23-47085	10-005687	SUNDANCE OFFICE SUPPLY, INC	BUS. CARDS-MILLER	3/2023	506936	45.00
23-47130	10-1530	THE TRIBUNE	PUBLICATIONS	3/2023	20230317	181.45
23-46228	10-3196	IMAGENET CONSULTING, LLC	UP/DOWNSTAIRS PRINTERS	3/2023	INV505786	211.67
23-47133	10-3196	IMAGENET CONSULTING, LLC	DUSTIN HARD DRIVE	3/2023	INV513731	59.99
23-47286	10-3348	COUNTY CLERK OKLA COUNTY	ABATEMENT LIENS	3/2023	23-47286	18.00
23-47287	10-3348	COUNTY CLERK OKLA COUNTY	ABATEMENT LIENS	3/2023	23-47287	18.00
23-47059	10-4215	OKLAHOMA CODE ENFORCEMENT	ACODE CONFERENCE	3/2023	085115	200.00
DEPARTMENT TOTAL:						1,313.23

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08.1 PUBLIC WORKS - ADMIN						
23-47260	10-1068	ONG	MONTHLY SVC	3/2023	20230320	869.30
23-45070	10-2442	SUMNERONE, INC.	MAINTENANCE FEES (2023)	3/2023	3522830	31.40
DEPARTMENT TOTAL:						900.70
DEPARTMENT: 08.2 PUBLIC WORKS - STREETS						
23-46846	10-004688	SIGNALTEK, INC.	23RD & COLLEGE	3/2023	1807D0323	195.00
23-47174	10-005005	BRONCO EQUIPMENT RENTAL &	S2 CYCLE OIL&TRIMMER LINE	3/2023	855284-0001	233.50
23-47186	10-005350	FORCE PERSONNEL	TEMP HELP	3/2023	73501	150.95
23-47149	10-0225	GENUINE PARTS	STARTER UNIT #60	3/2023	7092-030014	114.34
23-47240	10-0225	GENUINE PARTS	NEW BATTERY/#60	3/2023	7092-030707	129.97
23-47065	10-0568	FERGUSON ENTERPRISES	SAW BLADES	3/2023	0728784	166.29
23-47181	10-0694	HASKELL LEMON CONST CO	2 TONS ASPHALT	3/2023	01-1003-24046	163.20
23-47115	10-1501	T & W TIRE LLC	REPLACE L/Front TIRE #88	3/2023	1090121979	1,441.22
23-47148	10-2123	HOME DEPOT CREDIT SVCS	BIT SOCKETS & STRAPS	3/2023	017620/6041280	38.22
23-47225	10-2123	HOME DEPOT CREDIT SVCS	CONCRETE TOOLS	3/2023	027337/6022834	95.12
23-47042	10-2702	AMERICAN LOGO & SIGNS	NW 31ST & N BRIARWOOD AVE	3/2023	32932	99.00
DEPARTMENT TOTAL:						2,826.81
DEPARTMENT: 08.4 PUBLIC WORKS - MAINT						
23-47004	10-005833	ADVANCE AUTO PARTS	FLEET LIFT PAD	3/2023	351659	1,496.25
DEPARTMENT TOTAL:						1,496.25
DEPARTMENT: 08.5 PUBLIC WORKS - PARKS						
23-47166	10-0225	GENUINE PARTS	BATTERY FOR WELDER VEHILC	3/2023	7092-030209	97.79
23-47192	10-0883	LOCKE SUPPLY CO.	SPUD FOR BACK OF TOLIET	3/2023	49039287-00	14.78
23-45040	10-1063	OG&E	MONTHLY SVS	3/2023	20230323	88.86
23-47260	10-1068	ONG	MONTHLY SVC	3/2023	20230320	46.93
23-47168	10-1622	WESTLAKE ACE HARDWARE	SUPPLIES/REPAIR PARK BATH	3/2023	3/21-3/27	152.04
DEPARTMENT TOTAL:						400.40
FUND TOTAL:						32,371.66

FUND: 021- PUBLIC SAFETY FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
<hr/>						
DEPARTMENT: 99.0		NON-DEPARTMENTAL				
23-47079	10-004536	APPLIED CONCEPTS, INC.	Radar Tuning Forks	3/2023	415750	313.20
DEPARTMENT TOTAL:						313.20
FUND TOTAL:						313.20

FUND: 031- CAPITAL IMPROVE PROJECTS

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		PROJECTS >\$25,000				
23-46372	10-005900	TEIM DESIGN GROUP, PLLC	AMNDMNT #2 CDBG HOLLOWAY	3/2023	11933	1,750.00
DEPARTMENT TOTAL:						1,750.00
FUND TOTAL:						1,750.00

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		Projects				
23-47253	10-005500	TROY D RHODES & COMPANY,	INFIRE STATION REIMB.	3/2023	03635	63.20
23-47280	10-005500	TROY D RHODES & COMPANY,	INBOND PROP 3A FIRE DEPT	3/2023	03634	12,825.00
23-47067	10-005900	TEIM DESIGN GROUP, PLLC	BOND PROP 1 39TH TO 42ND	3/2023	11942	3,081.02
23-47254	10-005900	TEIM DESIGN GROUP, PLLC	NW 30 ROCKWELL TO PENIEL	3/2023	11925	20,856.00
23-47255	10-005900	TEIM DESIGN GROUP, PLLC	MUELLER-NW 44 TO NW 50	3/2023	11924	16,156.00
23-47256	10-005900	TEIM DESIGN GROUP, PLLC	DIVIS-NW 36 TO NW 39TH	3/2023	11923	16,653.00
23-47257	10-005900	TEIM DESIGN GROUP, PLLC	PENIEL-NW 25 TO NW 30TH	3/2023	11922	15,657.75
DEPARTMENT TOTAL:						85,291.97
FUND TOTAL:						85,291.97

BETHANY CITY COUNCIL

From: Elizabeth Gray, City Manager
Date: March 27, 2023
Subject: Public Improvement-Routine Item: Oklahoma Department of Environmental Quality (ODEQ) Permit to Construct Waterline to serve London Quadplexes

Item: ODEQ Permit No. WL000055230094

Description: Construction of 257 linear feet of six (6) inch PVC potable waterline and all appurtenances to serve the Waterline to serve London Quadplexes, Oklahoma County, Oklahoma in accordance with plans approved by the ODEQ on March 13, 2023.

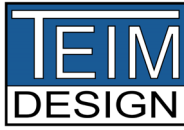
RECOMMENDATION

1. Accept ODEQ Permit No. WL000055230094 for the construction of 257 linear feet of waterline and appurtenances to serve London Quadplexes, Oklahoma County, Oklahoma.

ADDITIONAL COMMENTS

The above matters are on the consent docket because they involve routine administrative functions and normally require no council discussion. If you would like further information on any item, you may request that it be removed from the consent docket and considered separately.





TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

March 21, 2023

To: Elizabeth Gray

From: Robbie Williams *RWS*

Subject: Waterline to serve London Quadplexes
ODEQ Permit No. WL000055230094

The attached referenced ODEQ permit needs to be placed on the City Council agenda for acceptance of the permit. We recommend the City Council item read as follows:

Accepting Oklahoma Department of Environmental Quality Permit No. WL000055230094 for the construction of 257 linear feet of waterline and appurtenances to serve London Quadplexes, Oklahoma County, Oklahoma.

Let me know if you need additional information.

March 13, 2023

Ms. Elizabeth Gray, City Manager
City of Bethany
6700 NW 36th Street
Bethany, Oklahoma 73008

Re: Permit No. WL000055230094
Waterline to serve London Quadplexes
Facility No. 2005519

Dear Ms. Gray:

Enclosed is Permit No. WL000055230094 for the construction of 257 linear feet of six (6) inch PVC potable waterline and all appurtenances to serve the Waterline to serve London Quadplexes, Oklahoma County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on March 13, 2023. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Bethany, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,



Arya Simon, P.E.
Construction Permit Section
Water Quality Division

AS/RC/md

Enclosure

c: Zachary McIntosh, Regional Manager, DEQ
OKLAHOMA CITY DEQ OFFICE
Charles W. Allen, PE, Allen Engineering Services Inc.

PERMIT No. WL000055230094

WATER LINES

FACILITY No. 2005519

PERMIT TO CONSTRUCT

March 13, 2023

Pursuant to O.S. 27A 2-6-304, the City of Bethany is hereby granted this Tier I Permit to construct 257 linear feet of six (6) inch PVC potable waterline and all appurtenances to serve the Waterline to serve London Quadplexes, located in NW/4, NW/4 of Section 29, T-12-N, R-4-W, Oklahoma County, Oklahoma, in accordance with the plans approved March 13, 2023.

By acceptance of this permit, the permittee agrees to operate and maintain the facility in accordance with the Public Water Supply Operation rules (OAC 252:631) and to comply with the State Certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) A fire flow of 1,750 gpm is needed in accordance with the 2009 International Fire Code. A reduction to 900 gpm has been accepted by the local fire marshal via letter.
- 2) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 3) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 4) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 5) That the Oklahoma Department of Environmental Quality shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 6) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with Public Water Supply Construction Standards [OAC 252:626-19-2].
- 7) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes.
- 8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.

PERMIT No. WL000055230094

WATER LINES

FACILITY No. 2005519

PERMIT TO CONSTRUCT

- 9) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 10) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 11) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. Section 2-6-201 *et seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 12) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.
- 13) That water lines shall be located at least fifteen (15) feet from all parts of septic tanks and absorption fields, or other sewage treatment and disposal systems.
- 14) That whenever plastic pipe is approved and used for potable water, it shall bear the seal of the National Sanitation Foundation and meet the appropriate commercial standards.
- 15) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Public Water Supply Construction Standards OAC 252:626-19-2(h)(1) and OAC 252:626-19-2(h)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested to the highest pressure obtainable under the most severe head conditions of the collection system prior to backfilling.

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.



AS

Rocky Chen, P.E., Engineering Manager, Construction Permit Section
Water Quality Division

SUMMARY OF QUANTITIES

ITEM #	ITEM	UNIT	QUANTITY	AS-BUILT
WATERLINE "A" QUANTITIES (Public)				
1.	6" C-900 PVC WATERLINE PIPE (DR-14)	LF	257	
2.	6" x 6" TAPPING SLEEVE (M.J.)	EA	1	
4.	6" TAPPING VALVE & BOX	EA	1	
5.	6" GATE VALVE & BOX	EA	1	
6.	6" x 45° BEND	EA	1	
7.	6" x 90° BEND	EA	1	
8.	6" x 6" TEE	EA	1	
10.	6" x 2" TAPPING SADDLE & VALVE	EA	1	
11.	2" METER BOX	EA	1	
12.	FIRE HYDRANT	EA	1	
13.	12" FIRE HYDRANT RISER	EA	1	
14.	6" PLUG & TRUST BLOCK	EA	1	
15.	2" BLOWOFF	EA	1	
16.	SAWCUT, REMOVE & REPAIR PAVEMENT	SY	76	
17.	AGGREGATE BACKFILL ODOT TYPE "A"	CY	100	
18.	CONSTRUCTION TRAFFIC CONTROL	LS	1	
19.	TESTING & DISINFECTION	LS	1	

GENERAL NOTES

- All construction shall be in accordance with the City of Bethany standard specifications and details.
- All fittings to have mega-lugs or equal.
- The Contractor is responsible for the safety of all utilities either public or private, shown or not shown on these plans. Contact OKIE prior to construction to determine the locations of all existing utilities.
- All work not classified as a contract pay item shall be considered incidental and the cost thereof shall be included in the unit bid prices for items which are classified for payment.
- The Contractor shall be responsible for familiarizing himself with surface and sub-surface conditions. The bid prices shown in the proposal shall include costs for excavation of earth and rock, for de-watering and stabilizing unsuitable soils such as quicksand or other unsuitable materials, and for any other hazard that may be encountered.
- The Contractor shall satisfy himself concerning the accuracy of all measurements before constructing any permanent structure.
- Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery and equipment, and any surplus and discarded materials, rubbish, temporary structures and stumps or portions of trees. Material cleared from the site must be disposed of satisfactory.
- The Contractor is responsible for the prompt replacement and/or repair of traffic control devices and appurtenances damaged or disturbed due to construction.
- The Contractor is responsible for the replacement or repair of erosion control devices damaged during construction. The work shall be done in a timely manner.
- A copy of the erosion control site plan must be on site at all times and made available to the inspector upon request.

DISINFECTION & TESTING

Disinfect all waterlines according to AWWA standard specifications. Obtain safe bacteriological samples on two consecutive days before placing the waterline into service.

PRESSURE & LEAKAGE TESTING

Test the installed pipe for leakage in accordance with AWWA standard specifications. Leakage must not exceed 10 gal/inch diameter per mile of pipe per 24 hours at 150 psi testing pressure.

In accordance with **OAC 252:626-19-2(h)**, separation of water mains and sewers from contamination sources should meet the following.

(1) **Horizontal separation.**
 (A) Measure the separation distance edge to edge.
 (B) Locate water mains at least 10 feet horizontally from any existing or proposed sewer lines.
 (C) Locate water mains at least 5 feet horizontally from any existing or proposed storm sewers, raw water lines, petroleum product lines, natural gas lines, and other buried utility lines.
 (D) Locate cast iron waterlines at least 10 feet from any gasoline storage tank and lines and PVC water lines at least 50 feet horizontally from any gasoline storage tank and lines.
 (E) Locate waterlines at least 15 feet from all parts of septic tanks and absorption fields, or other sewage treatment and disposal systems.

(2) **Vertical Separation.**
 (A) Measure the separation distance from edge to edge.
 (B) Lay waterlines crossing sewer lines to provide a minimum vertical distance of 24 inches between the water main and the sewer line. Arrange the piping so that joints in a 20-foot length of PVC or 18-foot length of cast iron sewer pipe will be equidistant from the water main. Where a water main crosses under a sewer, provide adequate structural support for the sewer to prevent damage to the water main.
 (C) Maintain a 2-foot vertical separation between waterlines and any existing or proposed storm sewers, raw water lines, petroleum product lines, natural gas lines, and other buried utility lines.
 (3) **Special conditions.** When it is impossible to obtain proper horizontal and vertical separation as stipulated in (1) and (2) of this subsection, design and construct the other line equal to water pipe, and pressure test it to assure water tightness of joints adjacent to the water line prior to backfilling.

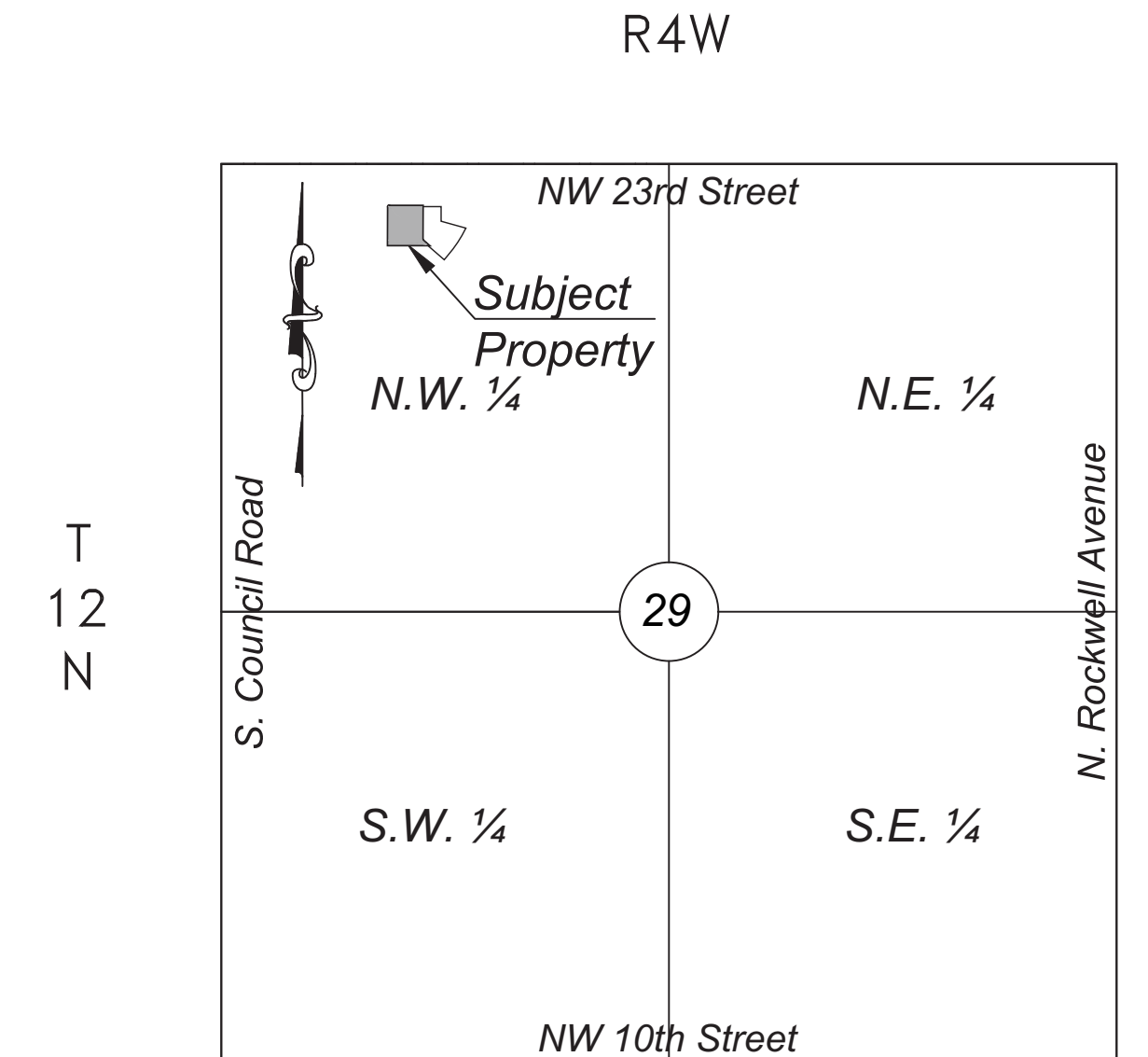
In accordance with **OAC 252:626-19-2(j)**, install metal tracer wire on all non-ferrous piping used for public water supply mains.



WATERLINE IMPROVEMENTS TO SERVE:

**London Quadplexes
Bethany, Oklahoma 73008**

STATE OF OKLAHOMA
Department of Environmental Quality
APPROVED
March 13 2023
Rocky W. Chen, P.E.
Water Quality Division
Arya Simon, P.E.
Construction Permitting Section



LOCATION MAP

The City of BETHANY, OKLAHOMA

Nikki Lloyd, Mayor
Elizabeth Gray, City Manager

COUNCIL MEMBERS:

AMANDA SANOVAL	Ward 1	MARILYN MCPHAIL	Ward 3
CHRIS POWELL	Ward 1	KATHY LARSEN	Ward 3
STEVE PALMER	Ward 2	BRIAN MAGIROWSKY	Ward 4
MATTHEW GOODWIN	Ward 2	JEFF KNAPP	Ward 4

SHEET INDEX

SHEET NO.	DESCRIPTION
1	Title Sheet
2	Existing Site Plan
3	General Layout
4	Waterline "A" Plan & Profile
W-100	Standard Details
W-200	Standard Details

ONE CALL UTILITY LOCATION NUMBER

840-5032
1-800-522-6543

This number is to be used for information on the location of all underground utilities. Contact this number and other numbers specified in the plans prior to any excavation.

ALLEN ENGINEERING SERVICES, INC.
1601 S.W. 89th Street, Building C, Suite 200
Oklahoma City, Oklahoma 73159
Tel: (405) 840-9901 - Fax: (405) 681-4881
CA No. 4131 - June 30, 2024



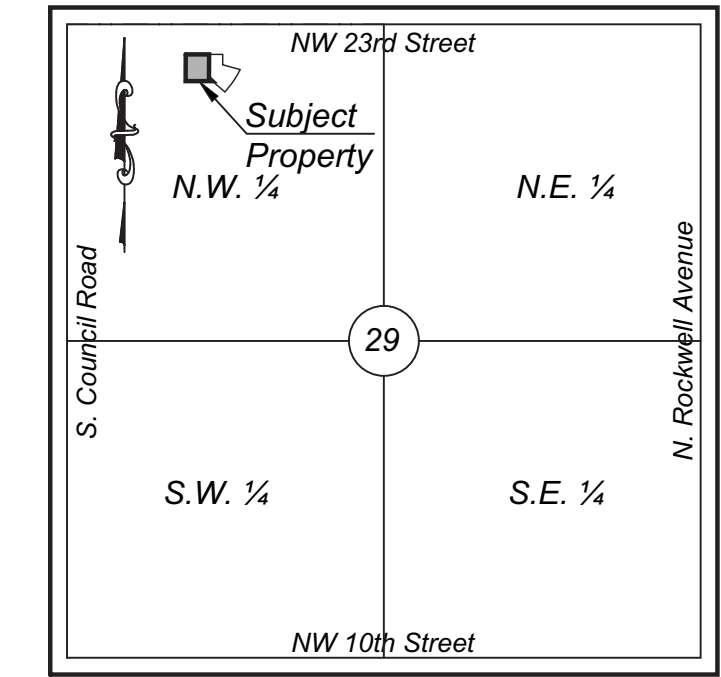
APPROVED BY:

RJS
CITY ENGINEER

02-07-2023
DATE

CONSTRUCTION MUST BEGIN WITHIN SIX (6) MONTHS FROM THE DATE OF APPROVAL, OR THAT APPROVAL IS WITHDRAWN

Permit Number: WL000055230094
Date Received: February 10 2023



Vicinity Map
Section 29, Township 12N, Range 4W
Not To Scale

Legal Description

A tract, piece or parcel of land lying in the Northwest quarter of Section 29, Township 12 North, Range 4 West of the Indian Meridian, Oklahoma County, Oklahoma, and more particularly described as follows:

Commencing at the Northwest corner of said Northwest quarter; Thence East along the North line thereof a distance of 1183.46 feet; Thence South 250 feet; Thence East 104.33 feet to the point of beginning; Thence South 85.56 feet; Thence South 74°37'45" East a distance of 149.91 feet; Thence Southwesterly along a curve to the right having a radius of 740.95 feet for a distance of 193.56 feet; Thence Southwesterly along a curve to the left having a radius of 409.86 feet for a distance of 31.26 feet; Thence North 49°09'37" West for a distance of 138 feet; Thence West 221.36 feet; Thence North 0°21'16" East a distance of 220.33 feet; Thence East and parallel to the North line of said Northwest quarter a distance of 306.01 feet to the point or place of beginning.

LESS AND EXCEPT:

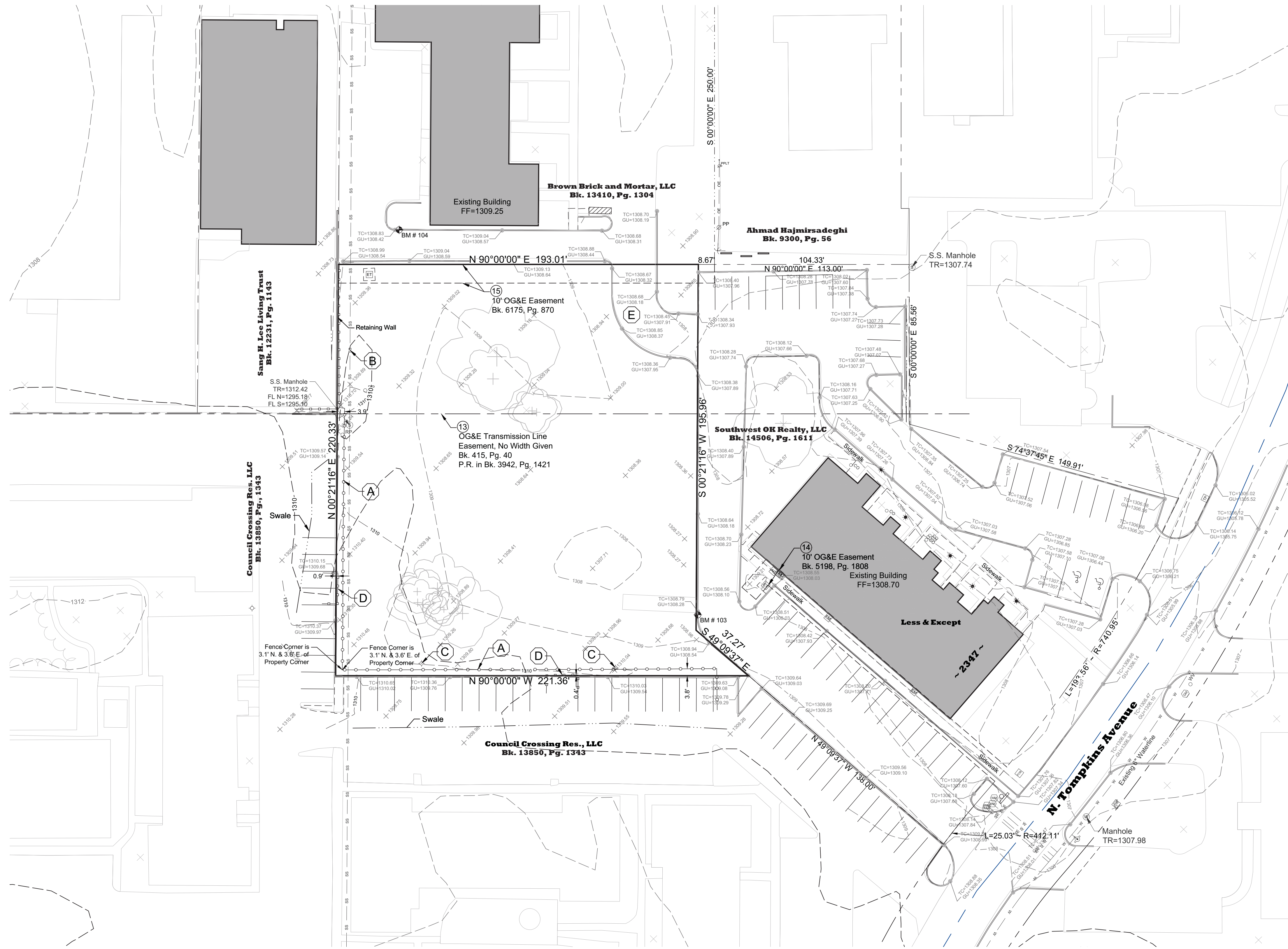
A tract of land lying in the Northwest quarter of Section 29, Township 12 North, Range 4 West of the Indian Meridian, Oklahoma County, Oklahoma, and more particularly described as follows:

Commencing at the Northwest corner of said Northwest quarter; Thence East along the North line thereof a distance of 1183.46 feet; Thence South 250.00 feet; Thence East 104.33 feet to the point of beginning;

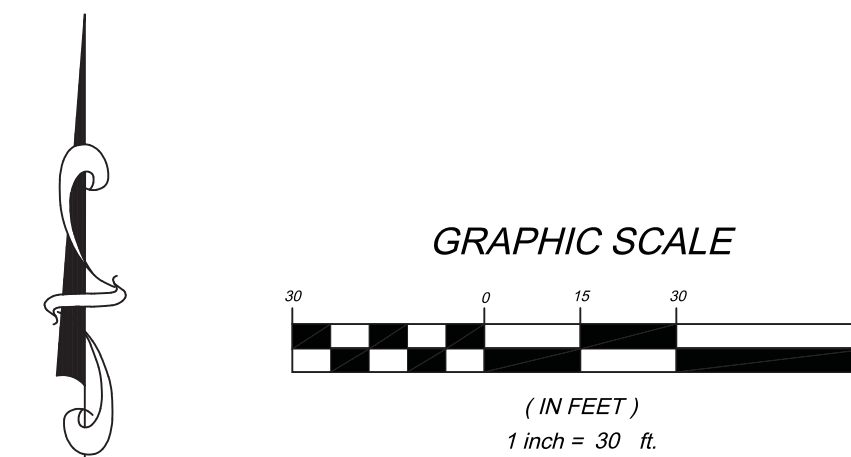
Thence South 85.56 feet; Thence South 74°37'45" East a distance of 149.91 feet; Thence along a curve to the right having a radius of 740.95 feet (a chord bearing of South 33°33'23" West a length of 192.91 feet) a distance of 193.56 feet; Thence along a curve to the left having a radius of 409.86 feet (a chord bearing of South 38°21'04" West and a length of 31.25) a distance of 31.26 feet; Thence North 49°09'37" West for a distance of 175.27 feet; Thence North 0°21'16" East a distance of 195.96 feet; Thence East parallel with the North line of said Northwest quarter a distance of 113.00 feet to the point of beginning.

Benchmark

- OKC GPS Sta. No. 346
2" Brass Camp located approximately 593 feet West of the centerline of Rockwell Avenue and 35 feet South of the centerline of Northwest 23rd Street.
Elev.=1308.14
- BM #103
Cut "X" located on the West side of drive at a curb return at the Southwest corner of subject property.
Elev.=1308.75
- BM #104
Cut "X" located at a curb return on the North side of the drive located 18.5' North and 32.7 feet East of the Northwest property corner.
Elev.=1308.83



Legend			
	SUBJECT PROPERTY		FOUND MONUMENT
	PROPERTY LINE		SET MONUMENT
	EASEMENT LINE		3/8" IRON BAR WITH CAP "HALE & ASSOC. CA 819" (UNLESS OTHERWISE NOTED)
	SECTION LINE		BENCHMARK
	OVERHEAD ELECTRIC LINES		ELECTRIC TRANSFORMER
	SANITARY SEWER LINE		ELECTRIC METER
	CHAIN LINK FENCE		LIGHT POLE
	STOCKADE FENCE		AIR CONDITIONER
			POWER POLE
			GUY ANCHOR
			SANITARY SEWER MANHOLE
			RISER PIPE

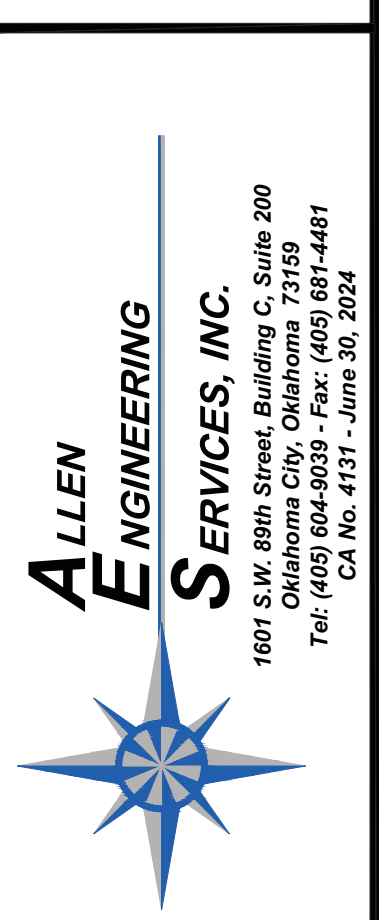


THE UTILITIES AS SHOWN ON THIS DRAWING WERE DEVELOPED FROM THE INFORMATION AVAILABLE. THIS IS NOT IMPLIED NOR INTENDED TO BE THE COMPLETE INVENTORY OF UTILITIES IN THIS AREA. IT IS THE CLIENT'S RESPONSIBILITY TO VERIFY THE LOCATION OF ALL UTILITIES (WHETHER SHOWN OR NOT) AND PROTECT SAID UTILITIES FROM ANY DAMAGE.

STATE OF OKLAHOMA
Department of Environmental Quality
APPROVED
March 13 2023
Rocky W. Chen, P.E.
Water Quality Division
Arya Simon, P.E.
Construction Permitting Section

NO.	REVISION/ISSUE	DATE
1	City Comments	01-04-2023

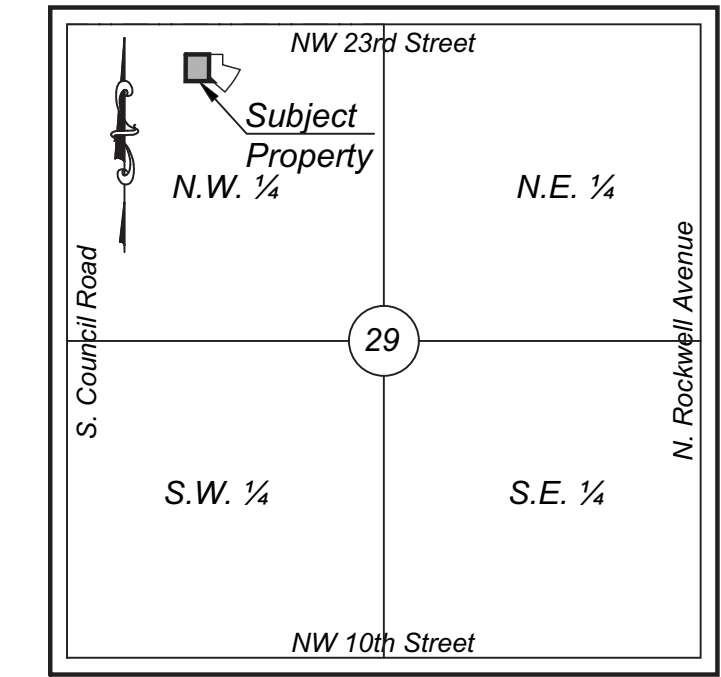
CLIENT
Southwest OK Realty, L.L.C.
P.O. Box 1327
Newcastle, Oklahoma 73065
(405) 443-8608



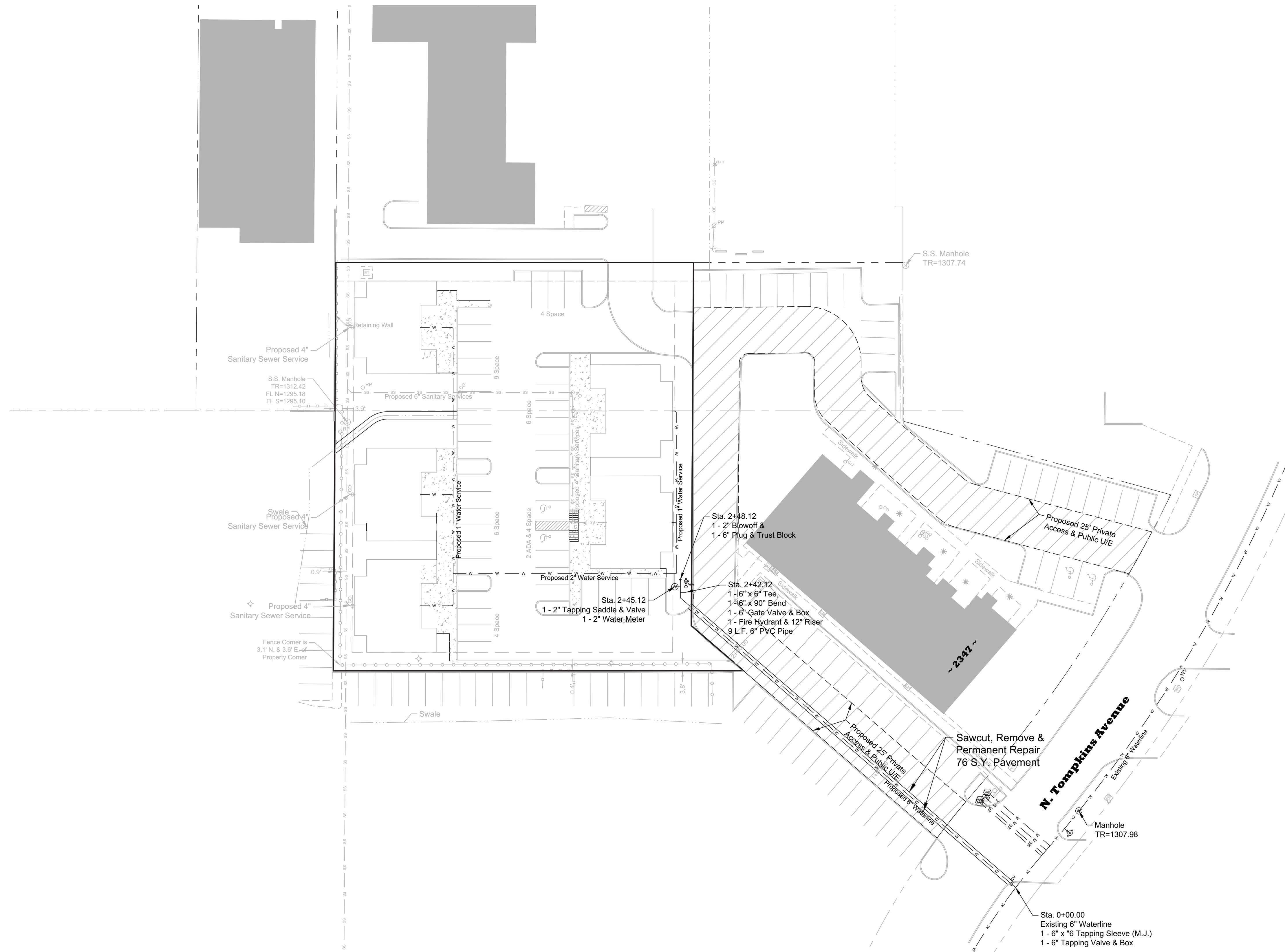
PROJECT NAME
London Quadplexes
Bethany Oklahoma
Existing Site Plan

PROJECT NO.	4890.6
FILE	4890-6Design
DATE	12-19-2022
DRAWN BY	JMS
CHECKED BY	CWA
FIELD CREW	H&A

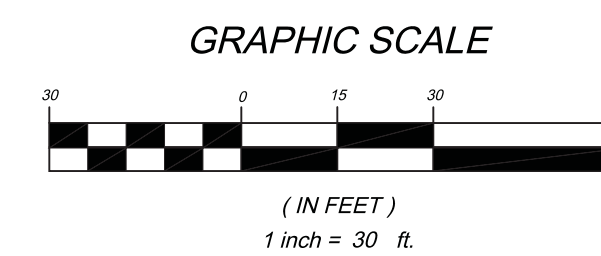
SHEET
2
OF 4



Vicinity Map
Section 29, Township 12N, Range 4W
Not To Scale



Legend			
	SUBJECT PROPERTY		FOUND MONUMENT
	PROPERTY LINE		SET MONUMENT
	EASEMENT LINE		3/8" IRON BAR WITH CAP
	SECTION LINE		"H&A & ASSOC. CA 819"
	OVERHEAD ELECTRIC LINES		(UNLESS OTHERWISE NOTED)
	SANITARY SEWER LINE		BENCHMARK
	CHAIN LINK FENCE		ELECTRIC TRANSFORMER
	STOCKADE FENCE		ELECTRIC METER
			LIGHT POLE
			AIR CONDITIONER
			POWER POLE
			GUY ANCHOR
			SANITARY SEWER MANHOLE
			RISER PIPE



STATE OF OKLAHOMA
Department of Environmental Quality
APPROVED
March 13 2023
Rocky W. Chen, P.E.
Water Quality Division
[Signature]
Arya Siman, P.E.
Construction Permitting Section

NO.	REVISION/ISSUE	DATE
1	City Comments	01-04-2023

CLIENT
Southwest OK Realty, L.L.C.
P.O. Box 1237
Newcastle, Oklahoma 73065
(405) 443-8608

ALLEN ENGINEERING SERVICES, INC.
1601 S.W. 89th Street, Building C, Suite 200
Oklahoma City, Oklahoma 73159
Tel: (405) 604-9039 - Fax: (405) 661-4481
CA No. 47371 - June 30, 2024

PROJECT NAME
**London Quadplexes
Bethany Oklahoma
General Layout**

PROJECT NO.	4890.6
FILE	4890-6Design
DATE	12-19-2022
DRAWN BY	JMS
CHECKED BY	CWA
FIELD CREW	H&A

SHEET
3
OF 4



THE UTILITIES AS SHOWN ON THIS DRAWING WERE DEVELOPED FROM THE INFORMATION AVAILABLE. THIS IS NOT IMPLIED NOR INTENDED TO BE THE COMPLETE INVENTORY OF UTILITIES IN THIS AREA. IT IS THE CLIENT'S RESPONSIBILITY TO VERIFY THE LOCATION OF ALL UTILITIES (WHETHER SHOWN OR NOT) AND PROTECT SAID UTILITIES FROM ANY DAMAGE.

NO.	1	City Comments	REVISION/ISSUE	DATE
				01-04-2023

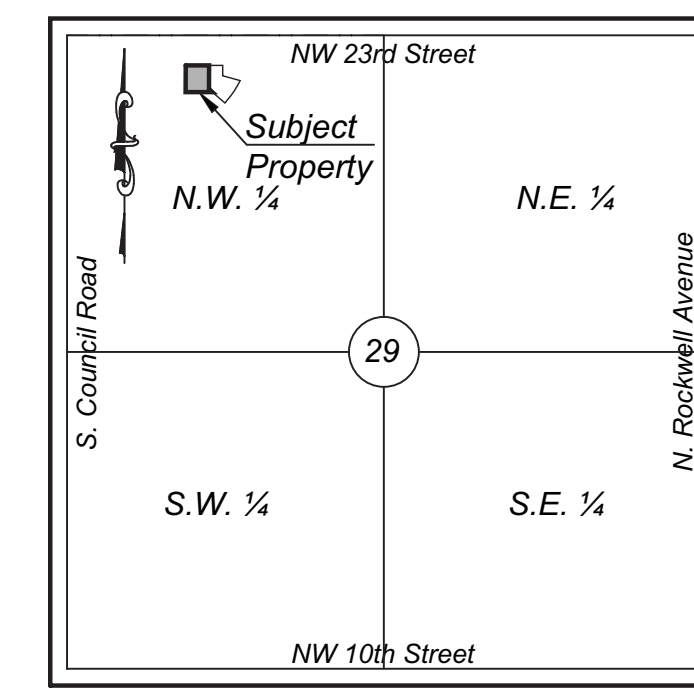
CLIENT
Southwest OK Realty, L.L.C.
 P.O. Box 1237
 Newcastle, Oklahoma 73065
 (405) 443-8608

ALLEN ENGINEERING SERVICES, INC.
 1601 S.W. 89th Street, Building C, Suite 200
 Oklahoma City, Oklahoma 73159
 Tel: (405) 604-9039 - Fax: (405) 661-4481
 CA No. 4131 - June 30, 2024

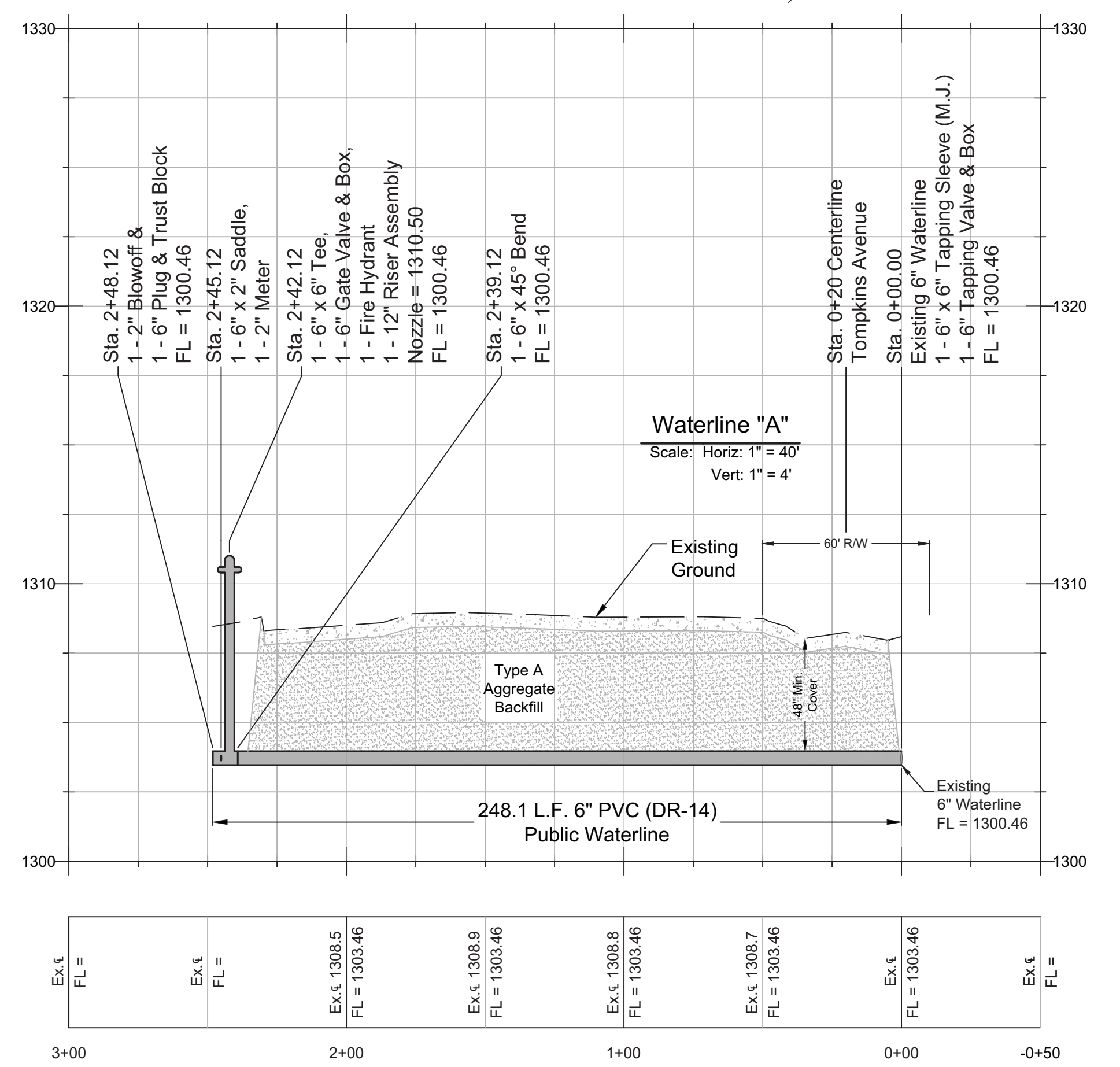
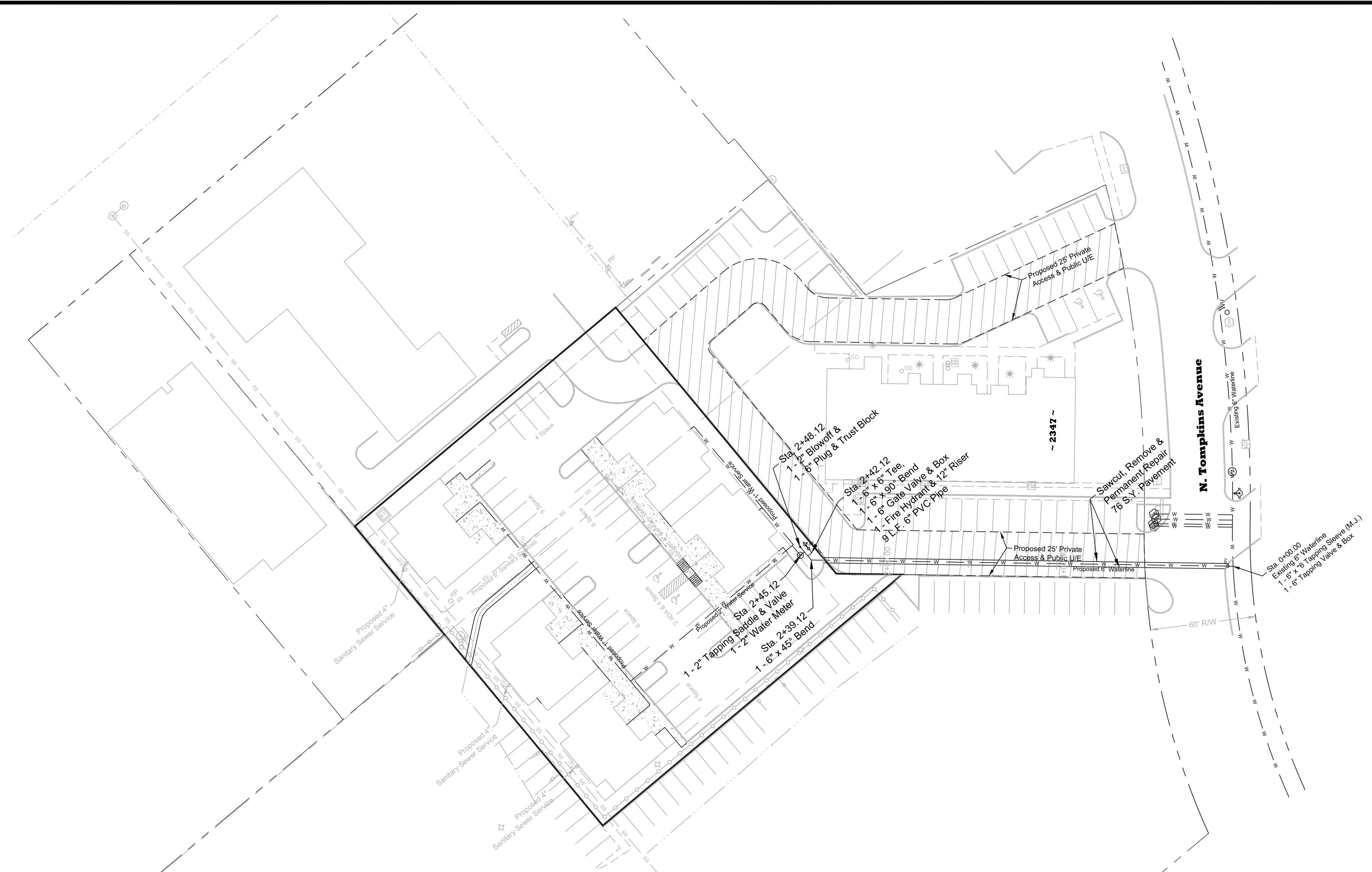
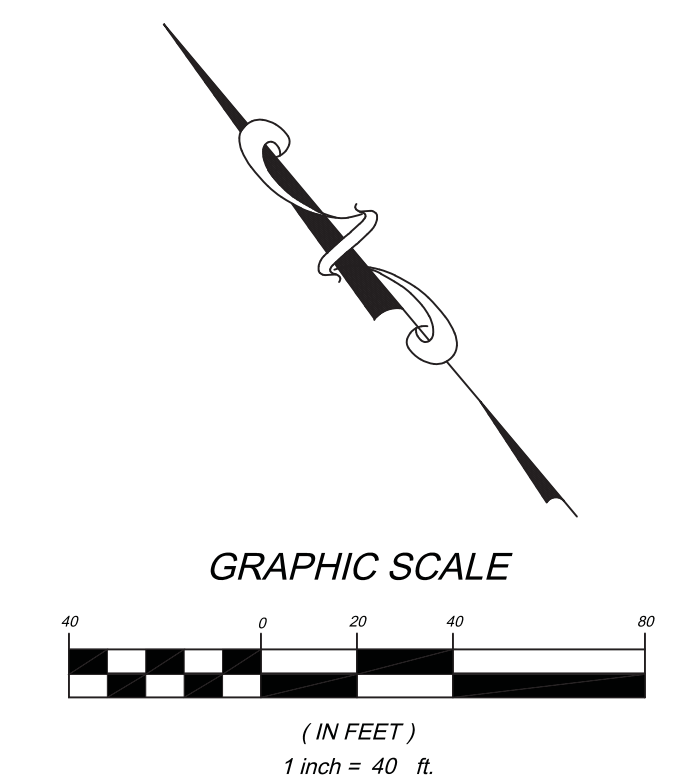
PROJECT NAME
**London Quadplexes
 Bethany Oklahoma
 Waterline "A" Plan & Profile**

PROJECT NO. 4890.6
 FILE 4890-6Design
 DATE 12-19-2022
 DRAWN BY JMS
 CHECKED BY CWA
 FIELD CREW H&A

SHEET
4
 OF 4



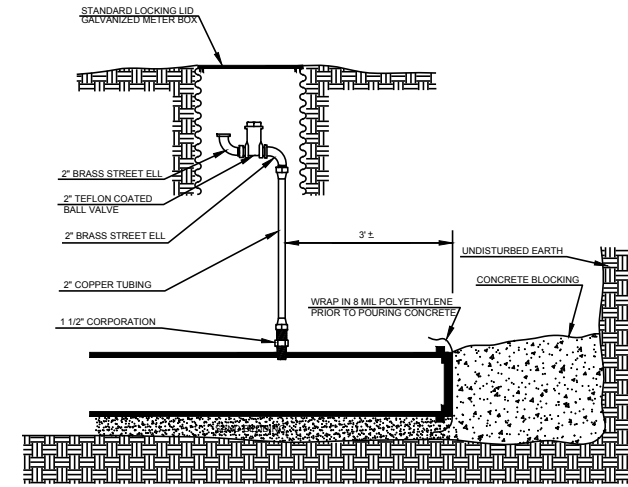
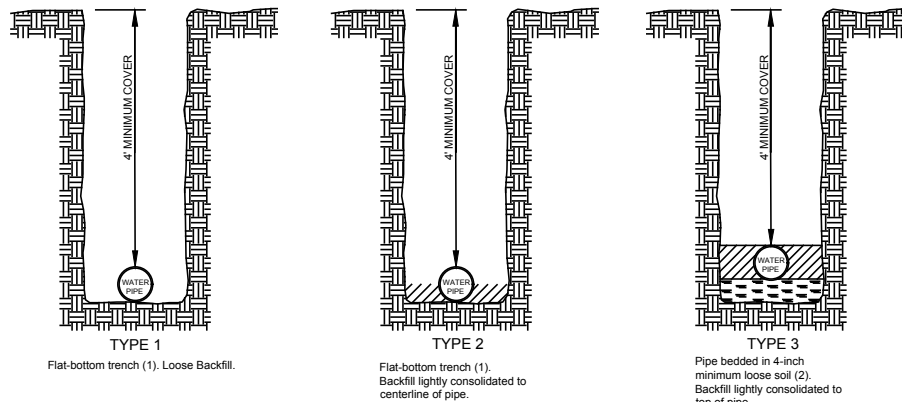
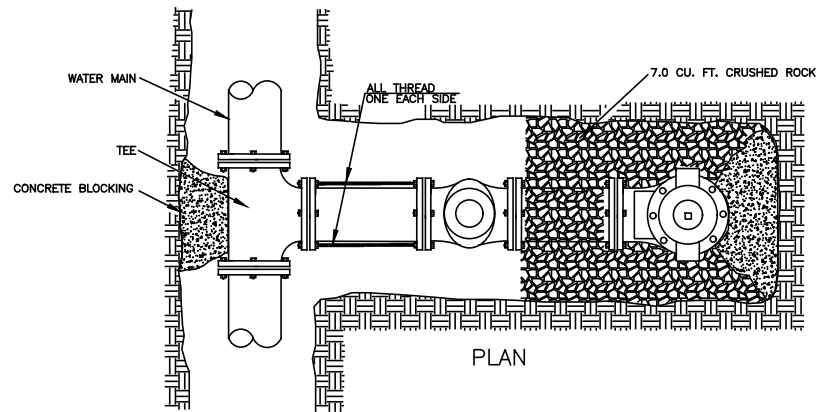
Vicinity Map
 Section 29, Township 12N, Range 4W
 Not To Scale



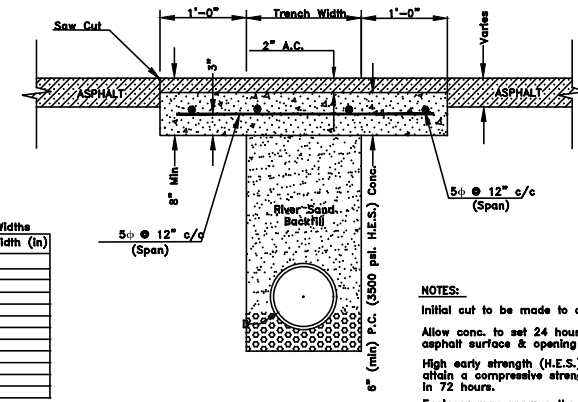
STATE OF OKLAHOMA
 Department of Environmental Quality
APPROVED
 March 13 2023
 Rocky W. Chen, P.E.
 Water Quality Division
 Arya Simon, P.E.
 Construction Permitting Section

OKIE811
 Know what's below
 Call before you dig.

THE UTILITIES AS SHOWN ON THIS DRAWING WERE DEVELOPED FROM THE INFORMATION AVAILABLE. THIS IS NOT IMPLIED NOR INTENDED TO BE THE COMPLETE INVENTORY OF UTILITIES IN THIS AREA. IT IS THE CLIENT'S RESPONSIBILITY TO VERIFY THE LOCATION OF ALL UTILITIES (WHETHER SHOWN OR NOT) AND PROTECT SAID UTILITIES FROM ANY DAMAGE.

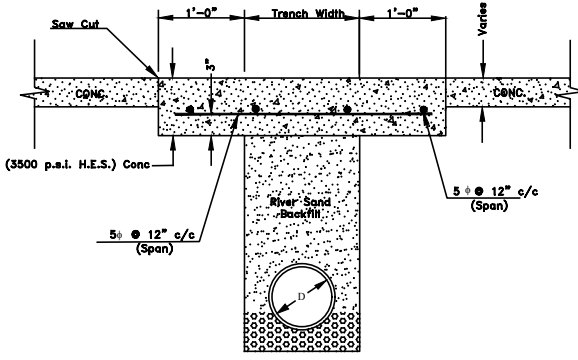


2" BLOW OFF



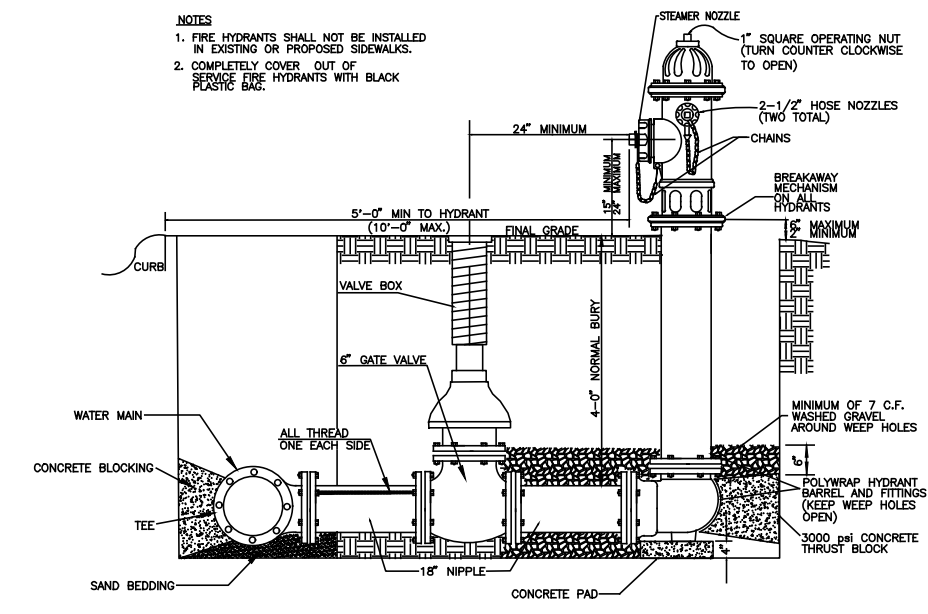
D (in)	Trench Width (in)
4	28
6	30
8	32
10	34
12	36
14	38
16	40
18	42
20	44
24	48
30	54
36	60

NOTES:
 Initial cut to be made to ditch wall only.
 Allow conc. to set 24 hours before applying asphalt surface & opening to traffic.
 High early strength (H.E.S.) concrete shall attain a compressive strength of 2700 p.s.i. in 72 hours.
 Engineer may approve the use of native backfill material.



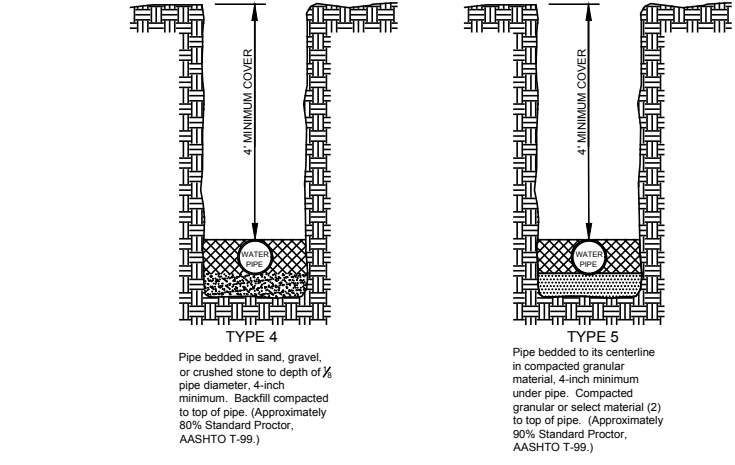
TYPICAL SECTION PAVING CUTS AND PERMANENT REPAIR

NOTES
 1. FIRE HYDRANTS SHALL NOT BE INSTALLED IN EXISTING OR PROPOSED SIDEWALKS.
 2. COMPLETELY COVER OUT OF SERVICE FIRE HYDRANTS WITH BLACK PLASTIC BAG.



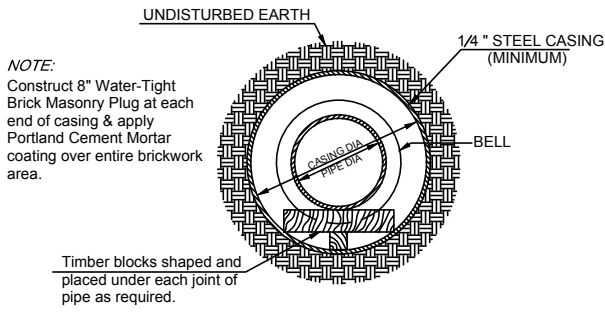
PROFILE

INSTALLATION OF FIRE HYDRANT ON NEW MAIN



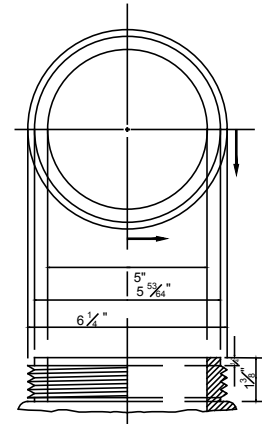
(1) "Flat-bottom" is defined as undisturbed earth.
 (2) Loose soil or select material is defined as "native soil excavated from the trench, free of rocks, foreign materials, and frozen earth."

STANDARD LAYING CONDITIONS FOR DUCTILE IRON PIPE

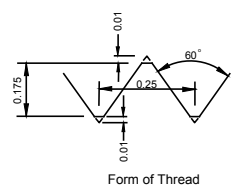


TYPICAL SECTION FOR BORING PUBLIC STREETS

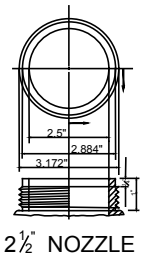
PIPE DIAMETER	CASING DIAMETER
4"	10"
6"	12"
8"	14" OR 16"
10"	18"
12"	20"
16"	24"
18"	26"
20"	30"
24"	33"



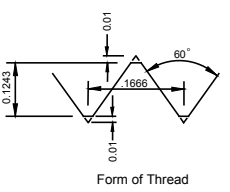
5" NOZZLE



Clearance between male and female thread = 0.05"
 4 threads per inch
 Pitch Diameter = 6.033"
 Max. Variation = 0.009"



2 1/2" NOZZLE



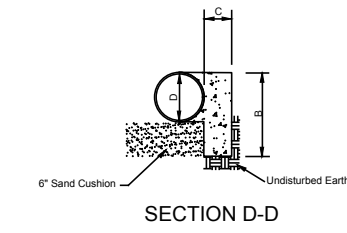
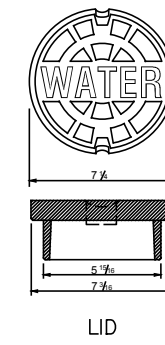
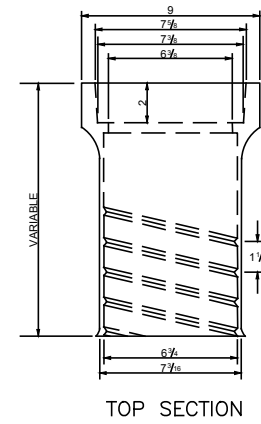
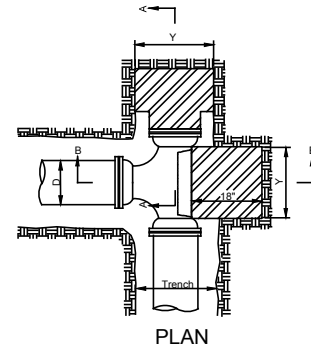
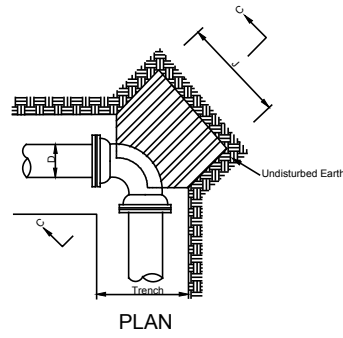
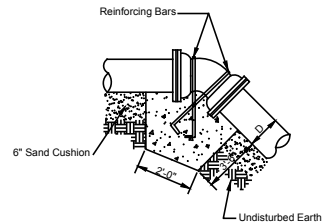
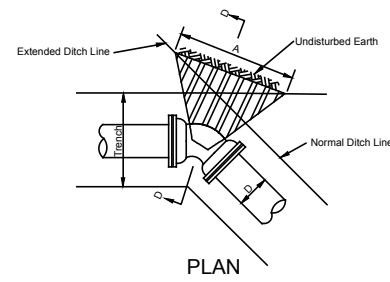
Clearance between male and female thread = 0.03"
 6 threads per inch
 Pitch Diameter = 3.028"
 Max. Variation = 0.005"

FIRE HYDRANT NOZZLE THREADS

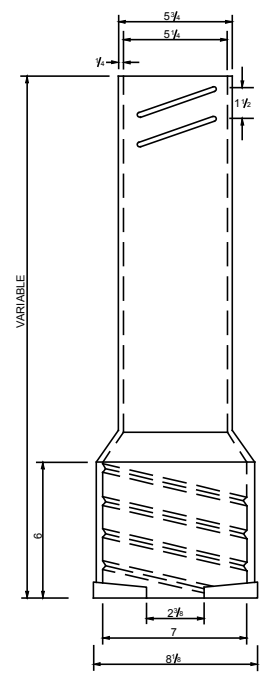
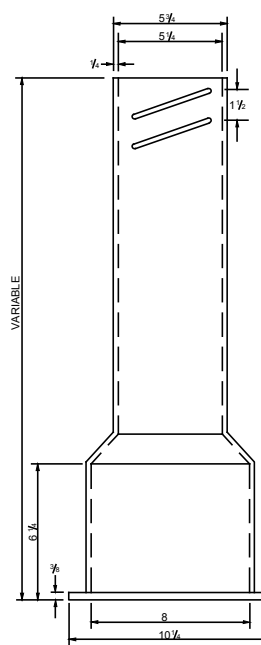
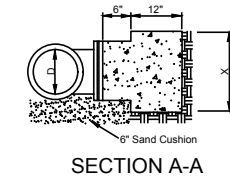
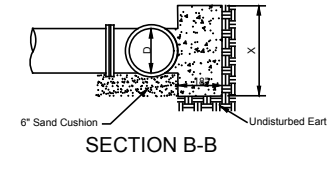
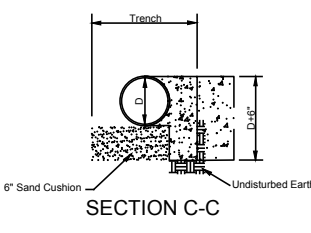
STATE OF OKLAHOMA
 Department of Environmental Quality
APPROVED
March 13 2023
 Rocky W. Chen, P.E.
 Water Quality Division
 Arya Simon
 Arya Simon, P.E.
 Construction Permitting Section

STANDARD DETAILS
 W-100





SECTION FOR VERTICAL BENDS



SECTION D-D
45°, 22½°, 11¼° BENDS

SECTION C-C
90° BENDS

SECTION B-B
SECTION A-A
TEES

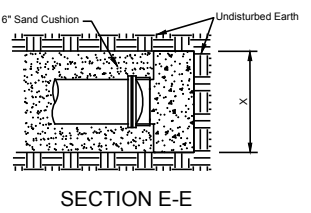
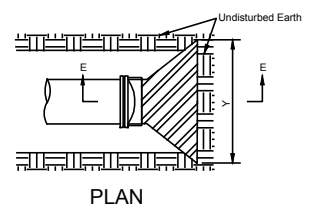
BOTTOM SECTION

EXTENSION SECTION

DIMENSIONS FOR CONCRETE ANCHORAGES

Pipe Dia.	Trench Width	45° Bend			22½° Bend			11¼° Bend			Tee or Plug		
		A	B	C	A	B	C	A	B	C	X	Y	J
36	60	7'-0"	3'-0"	2'-6"	6'-0"	3'-0"	2'-6"	6'-0"	3'-0"	2'-6"	4'-0"	3'-4"	6'-5"
30	54	5'-6"	2'-6"	2'-0"	4'-6"	2'-6"	2'-0"	4'-6"	2'-6"	2'-0"	3'-6"	3'-0"	5'-8"
24	44	3'-9"	2'-6"	1'-10"	2'-6"	2'-6"	1'-1"	2'-0"	2'-6"	1'-0"	3'-3"	3'-0"	4'-9"
20	39	2'-9"	2'-2"	1'-8"	2'-0"	2'-2"	1'-1"	2'-0"	2'-2"	11"	3'-0"	2'-0"	4'-1"
18	37	2'-3"	2'-0"	1'-6"	2'-0"	2'-0"	1'-1"	2'-0"	2'-0"	11"	2'-3"	2'-0"	3'-9"
16	35	2'-0"	1'-10"	1'-5"	2'-0"	1'-10"	1'-1"	2'-0"	1'-10"	11"	1'-6"	2'-0"	3'-6"
12	30	2'-0"	1'-6"	1'-4"	2'-0"	1'-6"	1'-0"	2'-0"	1'-6"	11"	1'-0"	2'-0"	3'-0"
10	28	2'-0"	1'-4"	1'-4"	2'-0"	1'-4"	1'-0"	1'-10"	1'-4"	11"	1'-0"	1'-0"	2'-8"
8	26	2'-0"	1'-2"	1'-4"	1'-10"	1'-2"	1'-0"	1'-8"	1'-2"	11"	10"	1'-6"	2'-4"
6	24	2'-0"	1'-1"	1'-4"	1'-10"	1'-1"	1'-0"	1'-6"	1'-1"	11"	8"	1'-4"	2'-1"

NOTE: 1. THRUST BLOCKS ARE REQUIRED WHENEVER THE PIPELINE CHANGES DIRECTION, CHANGES SIZE, DEAD ENDS AND AT FIRE HYDRANTS.
 2. NO CONCRETE SHALL BE POURED ON ANY PART OF THE JOINT, INCLUDING BOLTS. USE POLYETHYLENE FILM BETWEEN THE FITTING AND THE BLOCK.
 3. BLOCKING TO BE AGAINST UNDISTURBED TRENCH WALLS AND BOTTOM.
 4. CONCRETE SHOULD BE A MINIMUM OF 2500 PSI COMPRESSIVE STRENGTH AT 28 DAYS.



PLAN
PLUGS

SECTION E-E

CAST IRON VALVE BOX & LID

STATE OF OKLAHOMA
 Department of Environmental Quality
APPROVED
March 13 2023
 Rocky W. Chen, P.E.
 Water Quality Division
Arya Simon
 Arya Simon, P.E.
 Construction Permitting Section

STANDARD DETAILS

W-200

BETHANY CITY COUNCIL

From: Robert Ray Jones, Jr.
Date: March 30, 2023
Subject: Dobson Fiber Franchise Agreement for fiber optic internet

BACKGROUND

The packet includes a negotiated agreement with Dobson Fiber for the use of the City of Bethany’s right-of-way for the installation of fiber optic internet service. Pursuant to the 47 U.S.C.A § 253 of the Telecommunications Act of 1996, telecommunications providers, such as Dobson Fiber, have a legal right to access to public rights-of-way. Despite the access, the City of Bethany has the authority to manage its rights-of-way and to impose compensation requirements for the use of its rights-of-way so long as the compensation is fair and reasonable, competitively neutral, non-discriminatory and is publicly disclosed. The packet includes the proposed agreement between Dobson Fiber. The provisions provide that 5% of gross revenues collected from customers are to be paid as a fee to use the city’s rights-of-way. Additionally, Dobson Fiber has agreed to provide free of charge 1 gigabit internet access to the Public Works Department, City Hall, and the Police Department. There are other standard clauses contained within the contract such as insurance requirements, and repair and maintenance of the rights-of-way during installation.

RECOMMENDATION

- 1. Approval of Franchise Agreement.

ADDITIONAL COMMENTS



Right of Way Access Agreement

Between the City of Bethany

and

Dobson Technologies, Inc.

THIS IS AN AGREEMENT, made as of the date of the last signature of the parties, between the City of Bethany, a Municipal Corporation in the State of Oklahoma (hereinafter called CITY), and Dobson Technologies, Inc. dba Dobson Fiber (hereinafter called DOBSON). CITY agrees to permit DOBSON to have non-exclusive access to public right of way over and under certain streets, alleys, easements, and public rights-of-way within the corporate limits of the CITY.

The CITY and DOBSON, in consideration of their mutual covenants herein, agree to the following:

SECTION 1: Right of Way Access Requirements

1.1 Conditions of Street Occupancy. All transmission and distribution structures, poles, other lines, and equipment installed or erected by DOBSON pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of such Public Ways. DOBSON shall comply with all right-of-way and easement management ordinances and/or regulations enacted by CITY, including such ordinances and/or regulations enacted after the effective date of this Agreement. It is expressly understood that this Agreement conveys no property interest of any kind in or to any public land, rights-of-way, or easements to DOBSON.

1.2 Restoration of Public Ways. If, during the course of DOBSON's construction, operation, or maintenance of the Cable System, there occurs a disturbance of any Public Way by DOBSON, it shall, at its expense, replace and restore such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance.

1.3 Relocation at Request of the CITY. Upon its receipt of reasonable advance notice, DOBSON shall, at its own expense, protect, support, temporarily disconnect, relocate in the Public Way, or remove from the Public Way, any property of DOBSON when lawfully required by CITY by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of structures or improvements by CITY; but DOBSON shall, in all cases, have the right of abandonment of its property. If public funds are available to any company using such street, easement, or right of way for the purpose of defraying the cost of any of the foregoing, such funds shall also be made available to DOBSON.

1.4 Relocation at Request of Third Party. DOBSON shall, at the request of any Person holding a building or other structure moving permit issued by CITY, temporarily raise or lower its wires to permit the moving of such building or other structure, provided: (a) the expense of such temporary raising or lowering of wires is paid by such Person, including, if required by DOBSON, making such payment in advance; and (b) DOBSON is given not fewer than ten (10) business days' advance written notice to arrange for such temporary wire changes.

1.5 Trimming of Trees and Shrubbery. DOBSON shall have the authority to trim trees or other natural growth overhanging any of its Fiber Internet System in the Service Area so as to prevent branches from coming in contact with DOBSON wires, cables, or other equipment. DOBSON shall reasonably compensate CITY or property owner for any damages caused by such trimming.

1.6 Safety Requirements. Construction, installation, and maintenance of the Fiber Internet System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with applicable FCC or other federal, state, and local regulations. The Fiber Internet System shall not unreasonably endanger or interfere with the safety of persons or property in the Service Area.

1.7 Aerial and Underground Construction. In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground, DOBSON likewise shall construct, operate, and maintain all of its Fiber Internet facilities underground, provided that such facilities are actually capable of receiving DOBSON's Fiber Internet and other equipment without technical degradation. In those areas of the Service Area where the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are both aerial and underground, DOBSON shall have the sole discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing contained in this Subsection 1.7 shall require DOBSON to construct, operate, and maintain underground any ground-mounted appurtenances such as subscriber taps, line extenders, system passive devices (splitters, directional couplers), amplifiers, power supplies, pedestals, or other related equipment. Notwithstanding anything to the contrary contained in this Subsection 1.7, in the event that all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are placed underground after the effective date of this Agreement, DOBSON shall only be required to construct, operate, and maintain all of its transmission and distribution facilities underground if it is given reasonable notice and access to the public utilities' facilities at the time that such are placed underground.

1.8 Pole Attachments. Utility poles owned by CITY or an affiliated entity shall be available for use by DOBSON. DOBSON shall obtain permission from CITY for the use of poles owned by CITY or its affiliate. Additionally, CITY owned property may be available, including parks, and CITY owned poles.

1.9 Notice of Construction. DOBSON shall provide written notice to the CITY Engineer and Public Utilities Department and the CITY Planning Department not less than twenty (20) days prior to commencement of any routine construction, installation, or maintenance operation conducted in the public land, rights-of-way, or easements. If such routine construction, installation, or maintenance operation will interrupt, impede or restrict vehicular traffic, DOBSON shall provide advance public notice of same and shall provide on-site safeguard and traffic warnings. In emergency situations arising at other than regular business hours, notice of the work undertaken shall be given by DOBSON to the CITY Engineer and Public Utilities Department and the CITY Planning Department the following business day.

1.10 Methods of Construction.

The method of construction of said Fiber Internet facilities shall be subject to the approval of the CITY Engineer.

The Fiber Internet cable shall be constructed, repaired, renewed, and maintained by DOBSON at DOBSON's own cost and expense in a safe, proper, and workmanlike manner and at such times and in such a manner as not to prevent or interfere with the safe, proper, and convenient movement of traffic.

DOBSON shall backfill all trenches, fill all holes caused by shrinkage, remove all excess dirt, and leave the premises in a solid and safe condition. DOBSON shall restore all sodded areas to its original condition by placing slab sod on all disturbed areas and subject to the inspection and approval of the CITY Engineer. If DOBSON shall fail to make any repairs or do any work required of DOBSON by the provisions of this Agreement within ten (10) working days after receipt of written notice from the CITY calling attention thereto and requesting such repairs or work to be done, then the CITY shall have the right to make such repairs or do such work at the expense of DOBSON and DOBSON shall reimburse the CITY for cost and expense of such repairs or work promptly upon receipt of a bill thereof by the CITY to DOBSON.

All Fiber Internet cables installed which cross from one side of the public right-of-way to the other shall require permission from CITY to bore under the street. When openings are made adjacent to any street, alley, public way or easement, DOBSON shall, at its expense, furnish barricades, fences, lights, and danger signals and shall take all precautionary measures for the protection of the public.

No materials or equipment used in the construction of the work shall be placed so as to endanger the work or prevent free access to all water valves, gas valves, manholes, electric, and telephone in the vicinity. The CITY reserves the right to remedy any neglect, on the part of DOBSON as regards the protection of the work, at DOBSON's expense.

DOBSON shall place standard identification markers at points where the Fiber Internet cable intersects the CITY's right-of-way boundary. Said marker shall extend a minimum of thirty-six inches (36") above right-of-way surface.

DOBSON shall provide the CITY Engineer and Public Utilities Department and the CITY Planning Department with a set of record drawings of the cable facility which shall be reviewed for compliance with this Agreement and the CITY Code.

DOBSON will place no additional structures, encroachments, or improvements in or upon property without approval of the CITY Engineer.

DOBSON will restore grounds to their preexisting condition and restore infrastructure to CITY Code standards following excavation.

Once construction is completed, DOBSON will provide CITY with "as-built" plans documenting the work done and locations accessed.

1.11 Termination of Fiber Internet Cable Usage. DOBSON shall notify the CITY in writing upon the termination of said Fiber Internet cable(s) and the right-of-way shall be returned to substantially the same condition existing prior to the installation.

1.12 Compliance with City Ordinances. DOBSON agrees to comply with all ordinances now in force or hereafter enacted by CITY.

SECTION 2: Right of Way Access Fee, Rates and Charges, Conditions of Sale or Transfer

2.1 Right of Way Access Fee. During the term of this Agreement, DOBSON shall pay to CITY a fee equal to five percent (5%) of the gross revenues that DOBSON and its affiliates collect from each Subscriber/customer to DOBSON's Fiber Internet services, including existing business and commercial Subscribers/customers. ("Right of Way Access Fee"). The Fee may be identified and passed through on any Subscriber/customer bill by DOBSON, and all such fees collected will be forwarded to CITY quarterly and shall be due forty-five (45) days after the end of each calendar quarter.

- A. For purposes of this Agreement, gross revenues are limited to the following:
 - 1. recurring charges for Fiber Internet Services;
 - 2. service charges related to the provision of Fiber Internet Services, including, but not limited to, activation, installation, and repair;
 - 3. administrative charges related to the provision of Fiber Internet Services, including, but not limited to, service order and service termination charges; and
 - 4. amounts billed to Fiber Internet Service Subscribers/customers to recover the Right of Way Access Fee authorized by this section.

- B. For purposes of this Agreement, gross revenues do not include:
 - 1. uncollectible fees, provided that all or part of uncollectible fees which are written off as bad debt but subsequently collected, less expenses of collection, shall be included in gross revenues in the period collected;
 - 2. late payment fees;
 - 3. revenues from contracts for in-home maintenance service, unless they relate solely to maintenance on equipment used only for the provisioning of Fiber Internet Services and not for the provisioning of any other service provided by DOBSON or its affiliates;
 - 4. amounts billed to Fiber Internet Services Subscribers/customers to recover taxes, fees, or surcharges imposed upon Fiber Internet Services Subscribers/customers in connection with the provision of Fiber Internet Services, other than the Fee authorized by this section;
 - 5. revenue from the sale of capital assets or surplus equipment; or
 - 6. charges, other than those described in subsection (A), that are aggregated or bundled with amounts billed to Fiber Internet Service Subscribers.

- C. Bundling discounts shall be apportioned fairly among internet and other services. DOBSON shall not apportion revenue in such a manner as to avoid the Right of Way Access Fee.

- D. DOBSON and CITY agree that the Right of Way Access Fee shall be in lieu of all other concessions, charges, excises, franchise, license, privilege, other permit fees, taxes, or assessments except sales taxes, personal or real property taxes, and act valorem taxes.

- E. The five percent (5%) of the gross revenues fee referenced above shall decrease to any lower rate that CITY agrees to charge any similarly situated telecom providers that are providing similar products to what DOBSON offers its customers.

2.2 Rates and Charges. CITY may not regulate the rates for the provision of Fiber Internet Service or other service, including, but not limited to, ancillary charges relating thereto, except as expressly provided herein and except as may be authorized pursuant to federal and state law. From

time to time, and at any time, DOBSON has the right to modify its rates and charges, at its discretion and without consent of CITY, including, but not limited to, the implementation of additional charges and rates; provided, however, that DOBSON shall give notice to CITY of any such modifications or additional charges thirty (30) days prior to the effective date thereof.

2.3 Conditions of Sale. DOBSON and CITY agree that in the case of a lawful termination of this Agreement, DOBSON shall be given a reasonable opportunity to effectuate a transfer of its Fiber Internet System to a qualified third party. CITY further agrees that during such period of time, it shall authorize DOBSON to continue to operate pursuant to the terms of this Agreement; however, in no event shall such authorization exceed a period of time greater than six (6) months from the effective date of such termination. If, at the end of that time, DOBSON is unsuccessful in procuring a qualified transferee or assignee of its Fiber Internet System which is reasonably acceptable to CITY, DOBSON and CITY may avail themselves of any rights they may have pursuant to federal or state law; it being further agreed that DOBSON's continued operation of its Fiber Internet System during the six (6) month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either CITY or DOBSON. Notwithstanding anything to the contrary set forth in this Subsection 3.3, neither CITY nor DOBSON shall be required to violate federal or state law.

2.4 Service to Public Buildings. DOBSON shall provide, without charge, to the CITY 1 Gbps Shared Internet services to the CITY's Police Department (6714 NW 36th St, Bethany), Public Works Department (5300 N Central Rd, Bethany) and City Hall (6700 NW 36th St, Bethany). The connections shall be made available to CITY shortly after DOBSON's network is completed within Bethany and said connections shall not be used to distribute or sell internet services throughout such buildings, nor shall such connections be in common or public areas open to the public.

SECTION 3: Compliance and Monitoring

3. Books and Records. DOBSON agrees that CITY may review such of DOBSON's books and records, during normal business hours and on a nondisruptive basis, as are reasonably necessary to monitor compliance with the financial terms hereof. Such records include, but are not limited to, any public records required to be kept by DOBSON pursuant to the rules and regulations of the FCC, or any other governmental agency or body. Notwithstanding anything to the contrary set forth herein, DOBSON shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. CITY agrees to treat any information disclosed to it by DOBSON as confidential, to the extent not prohibited by law, and to disclose it only to employees, representatives, and agents of CITY that have a need to know, or in order to enforce the provisions hereof.

SECTION 4: Insurance, Indemnification, and Bonds or Other Surety

4.1 Insurance Requirements. DOBSON shall maintain in full force and effect during the term of this Agreement, at its own cost and expense, a general comprehensive liability insurance policy naming, as an additional insured, the CITY, its officers, boards, commissions, agents and employees, with a company mutually acceptable by DOBSON and the CITY in a form satisfactory to the CITY protecting the CITY and all persons against liability for loss or damage for personal injury, death or property damage occasioned by the operations of DOBSON under this Agreement in the amount of:

\$500,000.00 for bodily injury or death to any one person, within the limit, however, of \$1,000,000.00 for bodily injury or death resulting from any one accident.
\$500,000.00 for property damage resulting from any one accident.
Workmen's compensation insurance in such coverage as may be required by the workmen's compensation insurance and safety laws of the State and amendments thereto.

4.2 Indemnification. DOBSON agrees to indemnify, save and hold harmless, and defend CITY, its officers, boards and employees, from and against any liability for damages and for any liability or claims, in each case resulting from property damage or bodily injury (including accidental death) which arise out of DOBSON's construction, operation or maintenance of its Fiber Internet System, including, but not limited to, reasonable attorneys' fees and costs.

4.3 Bonds and Other Surety. Except as expressly provided herein, DOBSON shall not be required to obtain or maintain bonds or other surety as a condition of this Agreement. CITY acknowledges that the legal, financial, and technical qualifications of DOBSON are sufficient to afford compliance with the terms of the Agreement and the enforcement thereof. DOBSON and CITY recognize that the costs associated with bonds and other surety may ultimately be borne by the Subscribers in the form of increased rates for Fiber Internet Service or other service. In order to minimize such costs, CITY agrees to require bonds and other surety only in such amounts and during such times as there is a reasonably demonstrated need therefor. CITY agrees that in no event, however, shall it require a bond or other related surety in an aggregate amount greater than \$100,000, conditioned upon the substantial performance of the material terms, covenants, and conditions of this Agreement. Initially, no bond or other surety shall be required. In the event that one is required in the future, CITY agrees to give DOBSON at least sixty (60) days' prior written notice thereof stating the exact reason for the requirement. Such reason must demonstrate a change in DOBSON's legal, financial, or technical qualifications, which would materially prohibit or impair its ability to comply with the terms of this Agreement or afford compliance therewith.

SECTION 5: Law, Venue, Jurisdiction

5. Governing Law, Jurisdiction, and Venue. This Agreement will be governed by the laws of the State of Oklahoma. Jurisdiction and Venue will be in the District Court of Oklahoma County, Oklahoma, or the Federal Western District of Oklahoma.

SECTION 6: Miscellaneous Provisions

6.1 Term. This Agreement shall be for a term of fifteen (15) years from the date of this Agreement unless otherwise lawfully terminated in accordance with the terms of this Agreement. Prior to the end of this Agreement's term, CITY and DOBSON agree to enter into good faith negotiations regarding the renewal, modification, and/or extension of this Agreement.

6.2 Preemption. If any federal or state body or agency shall now or hereafter exercise any paramount jurisdiction over the subject matter of this Agreement, then, to the extent such jurisdiction shall preempt and supersede or preclude the exercise of the like jurisdiction by CITY, the jurisdiction of CITY shall cease and no longer exist.

6.3 Employment Requirements. DOBSON shall afford equal opportunity in employment to

all qualified persons. No person shall be discriminated against in employment because of race, color, sex, religion, gender, national origin, age, familial status, or disability. DOBSON shall maintain and carry out a continuing program of specific practices designed to assure equal opportunity in every aspect of its employment policies and practices.

6.4 Notice. Unless expressly otherwise agreed between the parties, every notice or response to be served upon CITY or DOBSON shall be in writing and shall be delivered by a properly sealed and correctly addressed envelope by certified or registered mail, postage prepaid, at a Post Office or branch thereof regularly maintained by the U.S. Postal Service. If questioned, the party sending a notice shall have the burden to prove receipt or rejection. Rejected notices shall be deemed delivered. The parties may designate such other address or addresses from time to time by giving notice to the other in the manner provided for in this section. The notice and contact information for CITY and DOBSON are as follows:

If to CITY: City Clerk
 City of Bethany
 6700 NW 36th St
 Bethany, OK 73008

If to DOBSON: Dobson Technologies, Inc.
 14101 Wireless Way
 Ste 300
 Oklahoma CITY, OK 73134
 Attn: Legal Notices

6.5 Descriptive Headings. The captions to Sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

6.6 Severability. If any Section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of the Agreement or any renewal or renewals thereof.

6.7 Force Majeure. DOBSON shall not be held in default under, or in noncompliance with, the provisions of this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of DOBSON to control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain, or monitor their utility poles to which DOBSON's Fiber Internet System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

Signature page follows

CITY

Attest:

City Clerk

Date: _____

Mayor

Date: _____

Approved as to Content:

City Manager

Date: _____

Approved as to Form and Legality

City Attorney

Date: _____

DOBSON

Dobson Technologies, Inc.

By: _____

Date: _____

Name: _____

Title: _____

Agenda: 04/04/2023
Item: 6
BPWA Item: 2

**BETHANY CITY COUNCIL
BETHANY PUBLIC WORKS AUTHORITY**

From: Robert Ray Jones, Jr.
Date: March 30, 2023
Subject: Partial release of easement

BACKGROUND

A sewer easement in 1960 was granted to the Oklahoma County Utility Services Authority, on behalf of the City of Bethany, by Ione Clausewits, Nee Schellenbarger, and the YWCA. The Authority no longer exists. The easement is currently is on the property of Capps Middle School. The City of Warr Acres is planning a sanitary sewer improvement project in the area referenced above. During its planning, Warr Acres discovered this easement which should have been released when Capps Middle School expanded.

Warr Acres has advised that it does not need the easement for purposes of sewer services and has no intention of ever needing to use it. The City of Bethany does not need it either.

RECOMMENDATION

1. Approval of release of easement.

ADDITIONAL COMMENTS

A circular stamp containing the handwritten initials "dg" in blue ink.

The City of Bethany
6700 NW 36th Street
Bethany, Oklahoma 73008

PARTIAL RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That The City of Bethany, a municipal corporation, on behalf of The Oklahoma County Utility Services Authority, being the owner of a utility easement having been created by written instrument and recorded in Book 2462 at Page 190, on February 23, 1960, in the office of the Oklahoma County Clerk does hereby release, terminate, and abandon all portions of said easement described on Attachments "A&B" and that the easement shall remain in full force and effect as to the rest and remaining portion of said easement.

Dated this _____ day of _____, 2023.

ATTEST:

THE CITY OF BETHANY

City Clerk

By: _____
Mayor

STATE OF OKLAHOMA)
)SS
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State, this _____ day of _____, 2023 personally appeared _____, to me known to be the identical person who executed the within and foregoing instrument as the Mayor of The City of Bethany, and he acknowledged to me that he executed the same as his free and voluntary act and deed and the free voluntary act and deed of such corporation for the uses and purposes therein set forth.

My Commission Expires: _____
My Commission No.: _____

Notary Public

REVIEWED for form and legality.

Assistant Municipal Counselor

ATTACHMENT "A"

LEGAL DESCRIPTION

Partial Release of Sanitary Sewer Easement

A 20-foot-wide tract of land and lying in the Northeast Quarter (NE/4) of Section Nine (9), Township Twelve (12) North, Range Four (4) West of the Indian Meridian, Warr Acres, Oklahoma County, Oklahoma, being a part of RIGHT OF WAY EASEMENT recorded in Book 2462, Page 190 of the Oklahoma County Clerk's Office lying 10 feet on either side of the following described centerline:

COMMENCING Southwest corner of said NE/4;

THENCE North 89°39'58" East, along the south line of said NE/4 a distance of 12.50 feet;

THENCE North 00°19'18" East, parallel with the west line of said NE/4, a distance of 240.93 feet;

THENCE North 31°58'26" East a distance of 466.46 feet;

THENCE North 24°37'55" East a distance of 216.89 feet to the POINT OF BEGINNING;

THENCE continuing North 24°37'55" East a distance of 132.01 feet;

THENCE North 21°06'57" West a distance of 126.99 feet to the POINT OF ENDING.

Said tract of land contains an area of 4,151 square feet or 0.0953 acres, more or less.

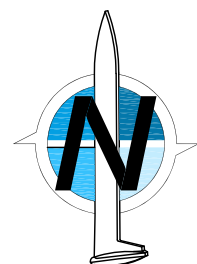
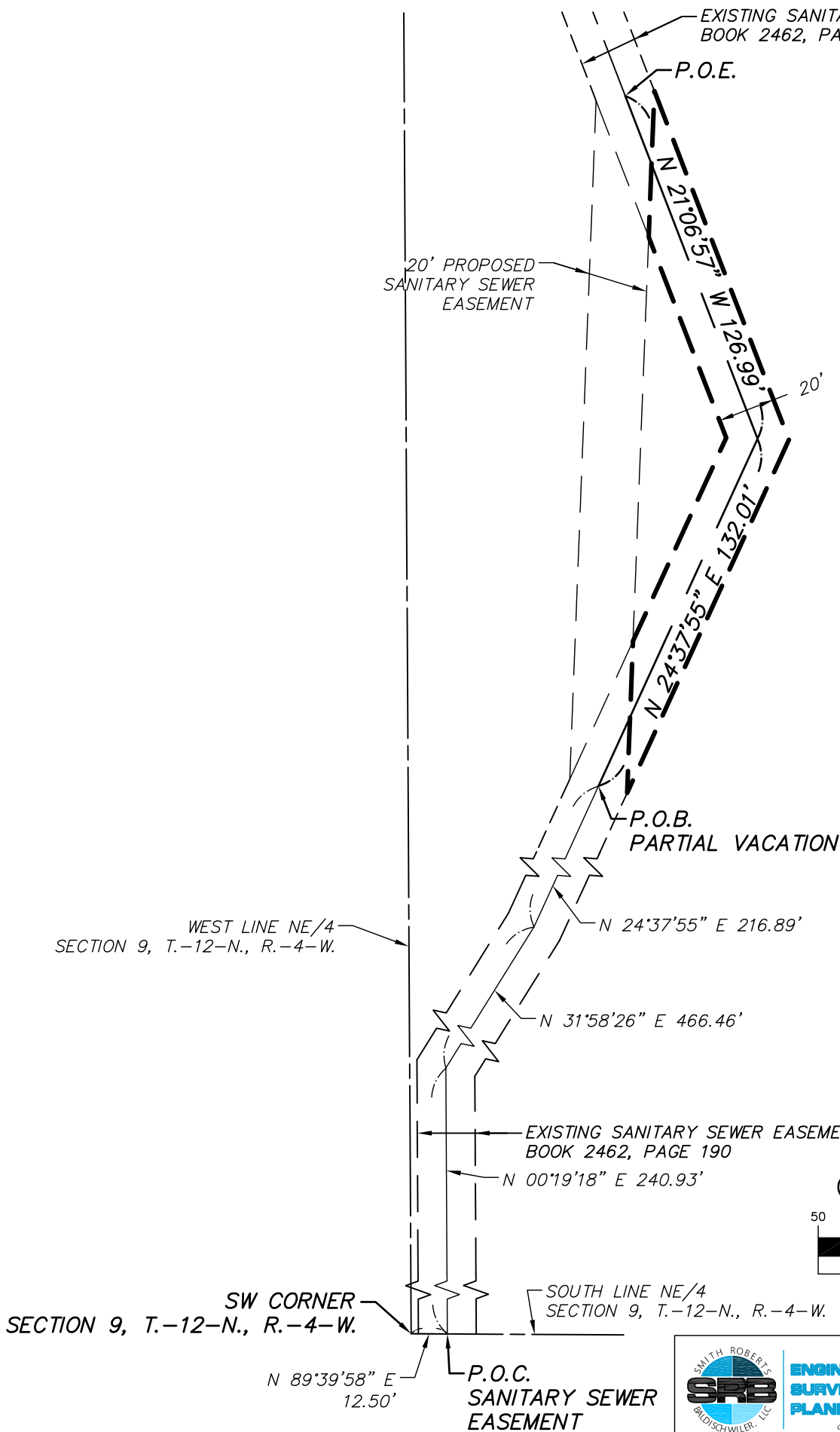
The limits of this partial release may need to be trimmed or extended to abut a re-located sanitary sewer easement, recorded by separate instrument.

Prepared by:

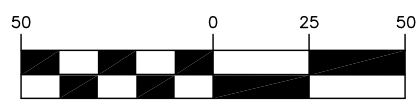
Taylor Denniston, PLS No. 1787
Smith Roberts Baldischwiler, LLC
100 N.E. 5th Street
Oklahoma City, OK 73104
(405) 840-7094
January 13, 2023

ATTACHMENT "B"

PARTIAL VACATION



GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.



**ENGINEERING
SURVEYING
PLANNING**

OKLAHOMA CITY
100 N.E. 5th Street
Oklahoma City,
Oklahoma 73104
T: 405.840.7094
F: 405.840.9116
www.srbok.com

NORMAN
2500 McGee Drive,
Suite 100
Norman, OK 73072
T: 405.418.2288
F: 405.418.2289
srb@srbok.com

CERTIFICATE OF AUTHORIZATION NO. 3949 EXPIRES JUNE 30, 2023

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT Ione Clausewitz, nee Shellenbarger, and Young Women's Christian Association, Oklahoma City A Corporation

of Oklahoma County, State of Oklahoma (hereinafter called "GRANTOR" whether one or more), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations, in hand paid by the Trustees of THE OKLAHOMA COUNTY UTILITY SERVICES AUTHORITY (hereinafter called "AUTHORITY"), for and on behalf of the CITY OF BETHANY, Oklahoma, a beneficiary of said public trust, the receipt of which hereby is acknowledged, has granted, bargained, sold and conveyed unto the CITY OF BETHANY, Oklahoma, a Municipal Corporation (hereinafter called "GRANTEE"), a perpetual easement over and under the following described land, situated in Oklahoma County, State of Oklahoma,

to wit: 1. Two strips of land 20 feet in width, being 10 feet on each side of the following lines: Beginning at a point on the north line of Section 9, Township 12 North, Range 4 West of the Indian Meridian, 1,988.48 feet west of the North-east corner of said Section 9 for the point or place of beginning; thence south 16° 28'30" west a distance of 28.57 feet; thence south 10° 33'47" west a distance of 306.57 feet; thence south 4° 19'37" west a distance of 196.43 feet; thence south 23° 19'54" west a distance of 340.33 feet; thence south 17° 30'13" west a distance of 260.43 feet; thence south 4° 10'14" west a distance of 320.61 feet; thence south 21° 51'50" east a distance of 309.23 feet; thence south 23° 53'02" west a distance of 348.9 feet; thence south 31° 13'33" west a distance of 467.62 feet; thence south 1° 17'30" east and parallel to and 12 1/2 feet east of the west line of the Northeast Quarter of Section 9, a distance of 240.88 feet to the south line of said Northeast Quarter of said Section 9. And beginning at a point on the west line of said Northeast Quarter (NE 1/4) of said Section 9, 348.20 feet north of the Southwest corner of said Northeast Quarter (NE 1/4) for the point or place of beginning; thence east and parallel to the south line of said Northeast Quarter, a distance of 82.05 feet.

2. In addition to the foregoing, a strip of land fifteen feet in width abutting on each of the outer sides of the above described strips for the purpose of construction and installation of pipelines, manholes, appurtenances, and equipment as hereinafter set forth: Provided, that this additional easement shall terminate forthwith upon completion of such construction, and in any event, not later than eighteen (18) months from the date hereof.

located in the Section 9 Northeast Quarter of Section 9, Township 12 North, Range 4 West, I.B.M.

TO HAVE AND TO HOLD the aforesaid easement unto the said GRANTEE, its successors and assigns, for the sole and exclusive purposes of constructing, installing, maintaining, repairing, replacing and/or removing pipelines, manholes, appurtenances and equipment relating to the transportation of sanitary sewage, sanitary sewage effluent and/or water for public purposes only.

Said GRANTOR hereby covenant and warrant that at the time of delivery of this instrument to the GRANTEE, said GRANTOR the owner of the abovescribed premises in fee simple; that the same is free and clear of all liens and claims whatsoever except

; and that said GRANTOR, so long as this easement is in force and effect will defend the same unto the GRANTEE and the AUTHORITY, their officers, agents, contractors and employees for the purposes aforesaid. If for any reason the said easement shall not be utilized for any of said purposes within eighteen (18)

months from this date, or thereafter shall be abandoned, this easement shall become null and void.

In connection with the aforesaid considerations and grant, and for further consideration of the following, the GRANTOR, the GRANTEE and the AUTHORITY further hereby agree and covenant unto each other respectively as follows:

- (a) The GRANTOR and _____ successors in ownership of the land in which said easement is located shall be entitled, subject to any laws or to any regulations established by any public body having jurisdiction thereof, and the payment of any uniform charge or charges in relation thereto established by any public agency operating the facilities of which said pipelines shall be a part, shall have the right to connect to and to discharge into any sanitary sewage pipeline located in said easement the sanitary sewage originating on the land which said easement traverses;
- (b) All pipe installed in said right-of-way shall be buried below plow depth;
- (c) GRANTEE shall not permit or suffer any sewage or sewage effluent to escape from the said right-of-way upon other portions of the land which said easement traverses;
- (d) All improvements in any manner injured by the installation and/or maintenance of said pipe, manholes and other appurtenances or equipment relating thereto on said right-of-way shall be fully restored to original condition and all ditches shall be filled to grade;
- (e) GRANTEE shall pay to the GRANTOR, as _____ interest may appear, compensatory damages for any injuries to any structures, improvements or growing crops proximately resulting from the installation and/or maintenance by or for the GRANTEE on or under said right-of-way of pipe, manholes or other appurtenances or equipment relating thereto;
- (f) GRANTOR shall pay to GRANTEE, its successors or assigns, as their interest may appear, compensatory damages for any injuries which grantors, their agents, servants or employees shall do to any property belonging to the GRANTEE located on said right-of-way if the same shall be situated in compliance with the foregoing provisions.

The aforesaid agreements shall be covenants running with the land as abovedescribed and with said easement, and the acceptance of delivery hereof shall constitute agreement of the GRANTEE and the AUTHORITY to the foregoing.

The obligations hereof shall be binding upon and the benefits hereof shall inure to, as the case may be, the heirs, representatives, successors and assigns of the parties.

IN WITNESS WHEREOF this instrument is executed and delivered this 23 day of December, 1959.

ATTEST:

Mrs. M. B. Galloway
Secretary

YOUNG WOMEN'S CHRISTIAN ASSOCIATION,
A corporation

By Mrs. Leonard [Signature]
President

Ione Clausewitz, nee Schellenbarger
Ione Clausewitz, nee Schellenbarger

GRANTOR s.

THE OKLAHOMA COUNTY UTILITY
SERVICES AUTHORITY,

By [Signature]
Executive Officer.

ACKNOWLEDGEMENT

TEXAS

BEAR

STATE OF ~~OKLAHOMA~~, COUNTY OF ~~OKLAHOMA~~, ss:

Before me the undersigned, a Notary Public in and for said County and State, on this 17th day of January, 1959, 1960, personally appeared Ione Clausewitz, nee Schellenbarger

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Alice E. Pates

Notary Public

My Commission Expires:

June 1961

ALICE E. PATES
Notary Public, Bexar County, Texas

BOOK 2462 PAGE 193

ACKNOWLEDGMENT

State of Oklahoma,) ss.
Oklahoma County.)

Before me, the undersigned, a notary public in and for said State, on this 23rd day of December, 1958, personally appeared Mr. Leonard H. Savage, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its president, and acknowledged to me that she executed the same as her free and voluntary act and deed, and as the free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

Eva Clark
Notary Public

My commission expires Feb 8, 1962.

NO FILE

STATE OF OKLAHOMA, OKLAHOMA COUNTY, SS: THIS INSTRUMENT WAS FILED FOR RECORD ON PAGE 190
THE 23 DAY OF Feb, 1960, AT 3:53 O'CLOCK P M. AND DULY RECORDED.
JOE PITTS, COUNTY CLERK FEE 3.10 BY DeWaldy DEPUTY

BETHANY CITY COUNCIL

86500

From: Elizabeth Gray, City Manager

Date: March 29, 2023

Subject: Discuss and consider approving Engineering services to TEIM Design, LLC for the CRRSAA Grant Mill and Inlay of a portion of Rockwell Avenue on NW 23rd Street

BACKGROUND

On February 24, 2023, the City of Bethany was notified by the Association of Central Oklahoma Governments (ACOG) Transportation Planning Services that we were the recipients of a Coronavirus Response and Relief Supplemental Appropriations (CRRSAA) grant that will be administered and let by the Oklahoma Department of Transportation. The grant award amount is \$609,161. This grant will be used to mill and inlay the 23rd street intersection and extend north on Rockwell approximately 1,000 feet north (more or less) depending on the bids. The end result will be a new, improved, striped intersection. This will dovetail with GO Bond proposition 1A- signalization at 23rd and Rockwell.

The Scope of Services for this portion of the project will include all necessary services to furnish complete detailed construction plans and bidding documents for the mill and inlay of this portion of Rockwell Avenue. The total cost of pre-construction and engineering services is \$86,500 which will be the responsibility of the City of Bethany.

RECOMMENDATION

1. Approval to award the Engineering Contract to TEIM Design, LLC for the CRRSAA Grant to Mill and Inlay the intersection of 23rd Street and Rockwell Avenue and extending north approximately 1,000 feet and authorize the Mayor to sign the document on behalf of the City of Bethany.

ADDITIONAL COMMENTS: Costs for this project will come from the Stabilization Reserve Fund. This will leave \$3,846,338 in this fund.



**CITY OF BETHANY, OKLAHOMA
ENGINEERING CONTRACT**

This contract entered into between the City of Bethany, Oklahoma, hereinafter called the “City”; and TEIM Design, PLLC., 3020 NW 149th Street, Oklahoma City, Oklahoma, hereinafter called the “Engineer”, this _____ day of April 2023 for the purpose of providing engineering services and prepare contract documents for the CRRSAA Mill and Inlay of Rockwell Avenue, hereinafter referred to as the PROJECT;

The City and Engineer in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by Engineer and the payment for those services by City, as set forth below.

Engineer shall serve as City’s professional engineering representative in those phases of the PROJECT to which this agreement applies and will give consideration and advice to City during the performance of their services.

SECTION 1

A. BASIC SERVICES OF ENGINEER

1. The Engineer shall perform professional services as hereinafter stated which include normal civil, surveying, and geotechnical activities as required.
2. To comply with all federal, state, and local laws, regulations, and ordinances applicable to the work.
3. That prior to beginning the work, the Engineer shall obtain and furnish current copies (certificates) to the City of:
 - a) Workers’ Compensation Insurance in accordance with the laws of the State of Oklahoma.
 - b) Policy Limits: The insurance coverage and limits required of the Engineer under this Contract are designed to meet the minimum requirements of the City and its participating trusts.
 - c) Commercial General Liability Insurance. The Engineer shall provide and maintain commercial general liability insurance coverage sufficient to meet the maximum cumulative liability of all parties to this Contract, including the City and any public trust participating in the Project, under the Governmental Tort Claims Act, 51 O.S. § 151 et seq., (GTCA) and any amendment or addition thereto, as provided herein.

Property damage liability in an amount not less than Two Hundred Thousand Dollars (\$200,000.00) per claimant for loss, damage to or destruction of property,

including but not limited to consequential damages arising out of a single accident or occurrence.

All other liability in an amount not less than One Hundred Seventy-Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

- d) Automobile Liability Insurance. The Engineer shall provide and maintain comprehensive automobile liability insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles sufficient to meet the maximum cumulative liability of all parties to this Contract, including the City and any public trust participating in the Project, under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, (GTCA) and any amendment or addition thereto, unless otherwise specifically and expressly provided herein.

Property damage liability in an amount not less than Two Hundred Thousand Dollars (\$200,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.

All other liability in an amount not less than One Hundred Seventy-Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

- e) Professional Liability Insurance in the amount of \$1,000,000. This insurance (A, B, C, & D) shall be maintained a full force and effect during the life of this engineering contract.

7. Indemnity

Subject to the laws of Oklahoma and applicable federal law, Engineer agrees to defend and hold harmless the City of Bethany for the negligent and intentional acts of the Engineer's own employees, agents, representatives, divisions, and affiliates that arise out of or are related to the performance of any of the Engineer's obligations under this Agreement.

8. That the Engineer and his subcontractors are to maintain all books, documents, papers, accounting records, and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times, during the contract period for three years from the date of final payment under the contract, for inspection by the City and copies thereof shall be furnished if requested.

9. Preliminary Design Phase

After written authorization to proceed with the Preliminary Phase, Engineer shall:

- 9.1 In consultation with the City and on the basis of the Scope of Services (Exhibit “A”), prepare preliminary design documents consisting of final design criteria, preliminary plans, and outline specifications.
- 9.2 Based on preliminary design plans, submit an opinion of probable cost for the project including construction cost, contingencies, and compensation for all professionals and consultant services.
- 9.3 Furnish three (3) copies of the above preliminary design plans and present and review them in person with the City.

10. Final Design Phase

After written authorization to proceed with the Final Design Phase, Engineer shall:

- 10.1 On the basis of the accepted preliminary design plans, incorporate in the contract documents final plans, quantities, construction estimates, and specifications to show the character and scope of the work to be performed by the Contractors on the PROJECT.
- 10.2 Furnish to City such documents and design data as may be required and assist in the preparation of the required documents so that the City may obtain approvals of such governmental authorities as have jurisdiction over design criteria applicable to the PROJECT and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.
- 10.3 Advise the City of any adjustments to their latest opinion of probable project cost caused by changes in design requirements or construction costs and furnish a revised opinion of probable project cost based on the drawings and specifications.
- 10.4 Prepare bid forms, notice to bidders, instruction to bidders, general conditions, and supplementary conditions, and assist in the preparation of other related documents.
- 10.5 Furnish three (3) copies of the above documents and present and review them in person with the City.
- 10.6 Furnish five (5) copies of the approved final design documents to the City.

- 10.7 Assist the City in the acquisition of the required local, State and Federal government permits (ODEQ, OWRB, etc.) and private permits (railroad, utility, etc.). The Engineer shall at no additional cost to City provide sets of construction plans and specifications as may be necessary for application of such permits.

11. Advertising and Bidding Phase

After written authorization to proceed with the Advertising and Bidding Phase, the Engineer shall:

- 11.1 Assist City in obtaining bids or negotiating proposals for the construction contract. The Engineer shall supply prospective bidders with the project plans and contract documents for a fee to be retained by the Engineer to cover the costs for reproduction, etc.; the amount of the fee to be agreed upon by the Engineer and the City. The Engineer shall record the name, address, telephone number, and email address of each prospective bidder obtaining the contract documents.
- 11.2 Attend the Pre-Bid Conference to assist the City in answering any questions pertaining to the PROJECT which the prospective bidders may have.
- 11.3 Consult with and advise the City as to the acceptability of sub-contractors and other persons or organizations proposed by the Contractor(s) for those portions of the work as to which such acceptability is required by the contract documents.
- 11.4 Consult with and advise the City as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution is permitted by the contract documents.
- 11.5 Assist the City in evaluation bids or proposals and in assembling and awarding contracts.

12. Construction Phase

During the Construction Phase, the Engineer shall:

- 12.1 Consult with and advise the City and act as their representative. All of the City's instructions to contractor(s) will be issued through the City Manager or their designated representative.
- 12.2 Make monthly visits to the site to observe as an experienced and qualified design professionals, the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the contract document; they shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of work; shall not be responsible for the means, methods, techniques, sequences or

procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). Their efforts will be directed toward providing assurance for City that the completed PROJECT will conform to the contract documents; but they shall not be responsible for the failure of Contractor(s) to perform construction work in accordance with the contract documents. During such visits and on the basis of their on-site observances, they shall provide the City written reports on the progress, performance, and quality of the work. The Engineer shall endeavor to guard the City against defects and deficiencies in the work of Contractor(s) and may recommend to City the disapproval or rejection of work as failing to conform to the contract documents.

- 12.3 Review and approve shop drawings and samples, the results of tests and inspections and other data which any Contractor is required to submit, but only for conformance with the design concept of the PROJECT and compliance with the information given in the contract documents; determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the contract documents.
- 12.4 Conduct, when notified by City, a final inspection of the project and provide the City a written report indicating the Engineer's opinion as to the conformance of the completed work to the contract documents, quality of the work performed, performance of the Contractor(s) and a list of any deficient items.
- 12.5 Perform such additional services as may be set forth under this phase of the work as shown in Exhibit "A".

SECTION 2

CITY RESPONSIBILITIES

The City Shall:

- 1. To pay a total fee based on hourly rates or lump sum amount. The total fee for provided services are presented on EXHIBIT "A".

Said payments to be made based on monthly invoices for hours worked or percent complete on lump sum projects.
- 2. Provide full information as to their requirements for the project.
- 3. Assist the Engineer by placing at their disposal all available information pertinent to the project including previous reports and any other data relative to design and construction of the PROJECT.

4. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer and render in writing decisions pertaining within a reasonable time so as not to delay the services of the Engineer.
5. Pay all permitting costs associated with the PROJECT.
6. Pay all advertising costs incident to obtaining bids or proposals from Contractor(s).
7. Return to the Engineer submitted project documents for City's review on which the Engineer has not substantially addressed previously noted provisions and comments. The Engineer's contract time will not be suspended for submission of project documents which do not contain substantial revisions.
8. Provide a testing firm and pay all costs for testing, as required for design of the PROJECT, unless specified otherwise.
9. Designate in writing a person to act as the City's representative with respect to the work to be performed under this agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define the City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Engineer's services.
10. Issue all instructions to the Engineer; act as interpreter of the requirements of the contract documents and judge of the performance thereunder by the parties thereto and shall make decisions on all claims of the Engineer relating to the execution and progress of the work and all other matters and questions related thereto.
11. In consultation with the Engineer, issue all instructions to Contractor(s); prepare routine change orders as required; require, if deemed appropriate, special inspection or testing of the work; act as interpreter of the requirements of the contract documents and judge of the performance thereunder by the parties thereto and shall make decisions on all claims of the City and Contractor(s) relating to the execution and progress of the work and all other matters and questions related thereto.
12. Have the City Manager or their designated representative, based on their on-site observations and project inspection reports, determine the amounts owing to Contractor(s).
13. Conduct an inspection to determine if the PROJECT is substantially complete and a final inspection to determine if the project has been completed in accordance with the contract documents and if each Contractor has fulfilled all obligations thereunder so that City may approve, in writing, final payment to each Contractor.

SECTION 3

It is further mutually agreed by the City and the Engineer that:

1. For any major revision in the character or scope of the work in design ordered in writing by the City, a supplemental agreement will be negotiated, prior to performing the additional work.
2. The City reserves the right to terminate the contract at any time, and if the PROJECT should be abandoned, or the processing of the PROJECT be indefinitely postponed, or if the contract is terminated for any other reasons, the Engineer shall be paid the reasonable value by the City for the data delivered or is ready for delivery upon receipt thereof based upon availability of funds for this work, and such determination by the City shall be conclusive and binding.
3. The Engineer is, and shall be, in the performance of all work, services and activities an independent contractor, and not an employee, agent, or servant of the City of Bethany. The tort liability of the City of Bethany is exclusively governed by the "Oklahoma Governmental Tort Claims Act". The City reserves the right to terminate this contract at any time, and if this project should be abandoned, or the processing of same indefinitely postponed, or this contract terminated for any other reason, the Engineer shall be paid by the City the reasonable value for the data delivered or ready for delivery upon receipt thereof, and such determination by the City shall be conclusive and binding.
4. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the parties shall be referred for determination by the City or their duly authorized representative whose decision after approval by the City in the matter shall be final and conclusive on the parties to the contract.
5. The Engineer shall furnish all engineering services, labor, equipment, and incidentals as may be required to perform this contract, except as otherwise provided herein.
6. All work performed and submitted under this contract shall be done in a manner acceptable to the City.
7. A detailed scope of services is attached as EXHIBIT "A", which is hereby incorporated into this contract.
8. This agreement shall be binding upon and inure to the benefit of successors or assigns of the parties hereto.

**EXHIBIT “A”
Scope of Services**

**CITY OF BETHANY
CRRSAA Mill and Inlay of Rockwell Avenue**

The Scope of Work shall include all necessary services to furnish complete detailed construction plans and bidding documents for the work identified below:

- CRRSAA Mill and Inlay of Rockwell Avenue

The total cost of Engineering Services is \$86,500 lump sum.

Any additional services requested can be provided consistent with Exhibit “B”.

EXHIBIT “B”

Compensation for Hourly Engineering Services & Payments

Compensation.

A. The Engineer shall be compensated at the following hourly rates for Project Engineering services performed.

<u>Personnel</u>	<u>Rate</u>
Principal	\$210
Senior Architect	\$179
Senior Engineer	\$179
Project Engineer	\$137
Structural Engineer	\$148
Engineer Intern	\$93
Traffic Engineer	\$172
Environmental Specialist	\$137
CADD Technician	\$104
Design Technician	\$140
Clerical/Admin	\$87
Construction Engineer	\$148
Construction Technician	\$99
Inspector	\$114
Senior Planner	\$158
Planner	\$116

Payments.

A. Payment of claims for hourly work completed on each task may be submitted. Invoices for the amount and value of the work and services performed by the Engineer shall be submitted monthly to the City and shall meet the standards of quality as established under this Contract. The City agrees to pay the Engineer, as compensation for such engineering services as listed herein. The invoices shall be prepared and submitted by the Engineer and be accompanied by all supporting data required by the City. Payment of any invoice for any work or services is not deemed to be recognition of satisfactory performance of said work or services or a waiver of any right of the City or any obligation of the Engineer should it be determined later that said work or services were negligently performed or provided or were not performed or provided in accordance with the standards required by this Contract.

B. Final payments for assigned projects shall not be deemed to waive any rights or obligations of the parties to this Contract.

BETHANY CITY COUNCIL

From: Elizabeth Gray, City Manager
Date: March 29, 2023
Subject: Discuss and possibly approve awarding the engineering and design contract for General Obligation (GO) Bond Proposition 1-A and 1-B for traffic signalization at the intersections of 23rd and Rockwell and 36th and Rockwell to TEIM Design, LLC.

BACKGROUND

On August 23, 2022, citizens of Bethany passed General Obligation Bond, Proposition 1, that included projects for improvements to signalization at the intersection of 23rd Street and Rockwell Avenue (1-A) and 36th Street and Rockwell Avenue (1-B). The signalization at 23rd and Rockwell will dovetail with the CRRSAA grant project for the mill and inlay project at this same intersection.

The Scope of Services for this portion of the project will include all necessary services to furnish complete detailed construction plans and bidding documents for both intersections. The total cost of pre-construction engineering Services is \$100,000 which will be paid by GO Bond proceeds.

RECOMMENDATION

1. Approval to award the Engineering Contract for Proposition 1-A Traffic Signalization at 23rd Street and Rockwell Avenue and Proposition 1-B Traffic Signalization at 36th Street and Rockwell Avenue Projects to TEIM Design and authorize the Mayor to sign the document on behalf of the City of Bethany.

ADDITIONAL COMMENTS

This project will be funded by GO Bond Proceeds from Proposition 1. The remaining Funds remaining in Proposition 1 after this contract is encumbered will be \$4,497,000.



**CITY OF BETHANY, OKLAHOMA
ENGINEERING CONTRACT**

This contract entered into between the City of Bethany, Oklahoma, hereinafter called the “City”; and TEIM Design, PLLC., 3020 NW 149th Street, Oklahoma City, Oklahoma, hereinafter called the “Engineer”, this _____ day of April 2023 for the purpose of providing engineering services and prepare contract documents for Proposition 1-A Traffic Signalization at 23rd Street and Rockwell Avenue and Proposition 1-B Traffic Signalization at 36th Street and Rockwell Avenue, hereinafter referred to as the PROJECTS;

The City and Engineer in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by Engineer and the payment for those services by City, as set forth below.

Engineer shall serve as City’s professional engineering representative in those phases of the PROJECTS to which this agreement applies and will give consideration and advice to City during the performance of their services.

SECTION 1

A. BASIC SERVICES OF ENGINEER

1. The Engineer shall perform professional services as hereinafter stated which include normal civil, surveying, and geotechnical activities as required.
2. To comply with all federal, state, and local laws, regulations, and ordinances applicable to the work.
3. That prior to beginning the work, the Engineer shall obtain and furnish current copies (certificates) to the City of:
 - a) Workers’ Compensation Insurance in accordance with the laws of the State of Oklahoma.
 - b) Policy Limits: The insurance coverage and limits required of the Engineer under this Contract are designed to meet the minimum requirements of the City and its participating trusts.
 - c) Commercial General Liability Insurance. The Engineer shall provide and maintain commercial general liability insurance coverage sufficient to meet the maximum cumulative liability of all parties to this Contract, including the City and any public trust participating in the Project, under the Governmental Tort Claims Act, 51 O.S. § 151 et seq., (GTCA) and any amendment or addition thereto, as provided herein.

Property damage liability in an amount not less than Two Hundred Thousand Dollars (\$200,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.

All other liability in an amount not less than One Hundred Seventy-Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

- d) Automobile Liability Insurance. The Engineer shall provide and maintain comprehensive automobile liability insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles sufficient to meet the maximum cumulative liability of all parties to this Contract, including the City and any public trust participating in the Project, under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, (GTCA) and any amendment or addition thereto, unless otherwise specifically and expressly provided herein.

Property damage liability in an amount not less than Two Hundred Thousand Dollars (\$200,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.

All other liability in an amount not less than One Hundred Seventy-Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

- e) Professional Liability Insurance in the amount of \$1,000,000. This insurance (A, B, C, & D) shall be maintained a full force and effect during the life of this engineering contract.

7. Indemnity

Subject to the laws of Oklahoma and applicable federal law, Engineer agrees to defend and hold harmless the City of Bethany for the negligent and intentional acts of the Engineer's own employees, agents, representatives, divisions, and affiliates that arise out of or are related to the performance of any of the Engineer's obligations under this Agreement.

8. That the Engineer and his subcontractors are to maintain all books, documents, papers, accounting records, and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times, during the contract

period for three years from the date of final payment under the contract, for inspection by the City and copies thereof shall be furnished if requested.

9. Preliminary Design Phase

After written authorization to proceed with the Preliminary Phase, Engineer shall:

- 9.1 In consultation with the City and on the basis of the Scope of Services (Exhibit "A"), prepare preliminary design documents consisting of final design criteria, preliminary plans, and outline specifications.
- 9.2 Based on preliminary design plans, submit an opinion of probable cost for the project including construction cost, contingencies, and compensation for all professionals and consultant services.
- 9.3 Furnish three (3) copies of the above preliminary design plans and present and review them in person with the City.

10. Final Design Phase

After written authorization to proceed with the Final Design Phase, Engineer shall:

- 10.1 On the basis of the accepted preliminary design plans, incorporate in the contract documents final plans, quantities, construction estimates, and specifications to show the character and scope of the work to be performed by the Contractors on the PROJECTS.
- 10.2 Furnish to City such documents and design data as may be required and assist in the preparation of the required documents so that the City may obtain approvals of such governmental authorities as have jurisdiction over design criteria applicable to the PROJECTS and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.
- 10.3 Advise the City of any adjustments to their latest opinion of probable project cost caused by changes in design requirements or construction costs and furnish a revised opinion of probable project cost based on the drawings and specifications.
- 10.4 Prepare bid forms, notice to bidders, instruction to bidders, general conditions, and supplementary conditions, and assist in the preparation of other related documents.
- 10.5 Furnish three (3) copies of the above documents and present and review them in person with the City.

- 10.6 Furnish five (5) copies of the approved final design documents to the City.
- 10.7 Assist the City in the acquisition of the required local, State and Federal government permits (ODEQ, OWRB, etc.) and private permits (railroad, utility, etc.). The Engineer shall at no additional cost to City provide sets of construction plans and specifications as may be necessary for application of such permits.

11. Advertising and Bidding Phase

After written authorization to proceed with the Advertising and Bidding Phase, the Engineer shall:

- 11.1 Assist City in obtaining bids or negotiating proposals for the construction contract. The Engineer shall supply prospective bidders with the project plans and contract documents for a fee to be retained by the Engineer to cover the costs for reproduction, etc.; the amount of the fee to be agreed upon by the Engineer and the City. The Engineer shall record the name, address, telephone number, and email address of each prospective bidder obtaining the contract documents.
- 11.2 Attend the Pre-Bid Conference to assist the City in answering any questions pertaining to the PROJECTS which the prospective bidders may have.
- 11.3 Consult with and advise the City as to the acceptability of sub-contractors and other persons or organizations proposed by the Contractor(s) for those portions of the work as to which such acceptability is required by the contract documents.
- 11.4 Consult with and advise the City as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution is permitted by the contract documents.
- 11.5 Assist the City in evaluation bids or proposals and in assembling and awarding contracts.

12. Construction Phase

During the Construction Phase, the Engineer shall:

- 12.1 Consult with and advise the City and act as their representative. All of the City's instructions to contractor(s) will be issued through the City Manager or their designated representative.
- 12.2 Make monthly visits to the site to observe as an experienced and qualified design professionals, the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the

contract document; they shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of work; shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). Their efforts will be directed toward providing assurance for City that the completed PROJECTS will conform to the contract documents; but they shall not be responsible for the failure of Contractor(s) to perform construction work in accordance with the contract documents. During such visits and on the basis of their on-site observations, they shall provide the City written reports on the progress, performance, and quality of the work. The Engineer shall endeavor to guard the City against defects and deficiencies in the work of Contractor(s) and may recommend to City the disapproval or rejection of work as failing to conform to the contract documents.

- 12.3 Review and approve shop drawings and samples, the results of tests and inspections and other data which any Contractor is required to submit, but only for conformance with the design concept of the PROJECTS and compliance with the information given in the contract documents; determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the contract documents.
- 12.4 Conduct, when notified by City, a final inspection of the project and provide the City a written report indicating the Engineer's opinion as to the conformance of the completed work to the contract documents, quality of the work performed, performance of the Contractor(s) and a list of any deficient items.
- 12.5 Perform such additional services as may be set forth under this phase of the work as shown in Exhibit "A".

SECTION 2

CITY RESPONSIBILITIES

The City Shall:

- 1. To pay a total fee based on hourly rates or lump sum amount. The total fee for provided services are presented on EXHIBIT "A".

Said payments to be made based on monthly invoices for hours worked or percent complete on lump sum projects.
- 2. Provide full information as to their requirements for the project.

3. Assist the Engineer by placing at their disposal all available information pertinent to the project including previous reports and any other data relative to design and construction of the PROJECTS.
4. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer and render in writing decisions pertaining within a reasonable time so as not to delay the services of the Engineer.
5. Pay all permitting costs associated with the PROJECTS.
6. Pay all advertising costs incident to obtaining bids or proposals from Contractor(s).
7. Return to the Engineer submitted project documents for City's review on which the Engineer has not substantially addressed previously noted provisions and comments. The Engineer's contract time will not be suspended for submission of project documents which do not contain substantial revisions.
8. Provide a testing firm and pay all costs for testing, as required for design of the PROJECTS, unless specified otherwise.
9. Designate in writing a person to act as the City's representative with respect to the work to be performed under this agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define the City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Engineer's services.
10. Issue all instructions to the Engineer; act as interpreter of the requirements of the contract documents and judge of the performance thereunder by the parties thereto and shall make decisions on all claims of the Engineer relating to the execution and progress of the work and all other matters and questions related thereto.
11. In consultation with the Engineer, issue all instructions to Contractor(s); prepare routine change orders as required; require, if deemed appropriate, special inspection or testing of the work; act as interpreter of the requirements of the contract documents and judge of the performance thereunder by the parties thereto and shall make decisions on all claims of the City and Contractor(s) relating to the execution and progress of the work and all other matters and questions related thereto.
12. Have the City Manager or their designated representative, based on their on-site observations and project inspection reports, determine the amounts owing to Contractor(s).
13. Conduct an inspection to determine if the PROJECTS is substantially complete and a final inspection to determine if the project has been completed in accordance with the contract documents and if each Contractor has fulfilled all obligations thereunder so that City may approve, in writing, final payment to each Contractor.

SECTION 3

It is further mutually agreed by the City and the Engineer that:

1. For any major revision in the character or scope of the work in design ordered in writing by the City, a supplemental agreement will be negotiated, prior to performing the additional work.
2. The City reserves the right to terminate the contract at any time, and if the PROJECTS should be abandoned, or the processing of the PROJECTS be indefinitely postponed, or if the contract is terminated for any other reasons, the Engineer shall be paid the reasonable value by the City for the data delivered or is ready for delivery upon receipt thereof based upon availability of funds for this work, and such determination by the City shall be conclusive and binding.
3. The Engineer is, and shall be, in the performance of all work, services and activities an independent contractor, and not an employee, agent, or servant of the City of Bethany. The tort liability of the City of Bethany is exclusively governed by the "Oklahoma Governmental Tort Claims Act". The City reserves the right to terminate this contract at any time, and if this project should be abandoned, or the processing of same indefinitely postponed, or this contract terminated for any other reason, the Engineer shall be paid by the City the reasonable value for the data delivered or ready for delivery upon receipt thereof, and such determination by the City shall be conclusive and binding.
4. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the parties shall be referred for determination by the City or their duly authorized representative whose decision after approval by the City in the matter shall be final and conclusive on the parties to the contract.
5. The Engineer shall furnish all engineering services, labor, equipment, and incidentals as may be required to perform this contract, except as otherwise provided herein.
6. All work performed and submitted under this contract shall be done in a manner acceptable to the City.
7. A detailed scope of services is attached as EXHIBIT "A", which is hereby incorporated into this contract.
8. This agreement shall be binding upon and inure to the benefit of successors or assigns of the parties hereto.

EXHIBIT “A”
Scope of Services

CITY OF BETHANY

Proposition 1-A Traffic Signalization at 23rd Street and Rockwell Avenue
Proposition 1-B Traffic Signalization at 36th Street and Rockwell Avenue

The Scope of Work shall include all necessary services to furnish complete detailed construction plans and bidding documents for the work identified below:

- Proposition 1-A Traffic Signalization at 23rd Street and Rockwell Avenue
The total cost of engineering services for Proposition 1-A is \$50,000 lump sum.
- Proposition 1-B Traffic Signalization at 36th Street and Rockwell Avenue
The total cost of engineering services for Proposition 1-B is \$50,000 lump sum.

The total cost of engineering services for Proposition 1-A Traffic Signalization at 23rd Street and Rockwell Avenue and Proposition 1-B Traffic Signalization at 36th Street and Rockwell Avenue is \$100,000 lump sum.

Construction Inspection can be provided on an hourly basis not to exceed \$15,000 consistent with Exhibit “B”.

EXHIBIT “B”

Compensation for Hourly Engineering Services & Payments

Compensation.

A. The Engineer shall be compensated at the following hourly rates for Project Engineering services performed.

<u>Personnel</u>	<u>Rate</u>
Principal	\$210
Senior Architect	\$179
Senior Engineer	\$179
Project Engineer	\$137
Structural Engineer	\$148
Engineer Intern	\$93
Traffic Engineer	\$172
Environmental Specialist	\$137
CADD Technician	\$104
Design Technician	\$140
Clerical/Admin	\$87
Construction Engineer	\$148
Construction Technician	\$99
Inspector	\$114
Senior Planner	\$158
Planner	\$116

Payments.

A. Payment of claims for hourly work completed on each task may be submitted. Invoices for the amount and value of the work and services performed by the Engineer shall be submitted monthly to the City and shall meet the standards of quality as established under this Contract. The City agrees to pay the Engineer, as compensation for such engineering services as listed herein. The invoices shall be prepared and submitted by the Engineer and be accompanied by all supporting data required by the City. Payment of any invoice for any work or services is not deemed to be recognition of satisfactory performance of said work or services or a waiver of any right of the City or any obligation of the Engineer should it be determined later that said work or services were negligently performed or provided or were not performed or provided in accordance with the standards required by this Contract.

B. Final payments for assigned projects shall not be deemed to waive any rights or obligations of the parties to this Contract.

BETHANY CITY COUNCIL

From: Elizabeth Gray, City Manager
Date: March 29, 2023
Subject: Discuss and possibly award Engineering and Design services for General Obligation Bond Project 3-B, Police Headquarters, and 3-C Animal Welfare

BACKGROUND

On August 23, 2022, citizens of Bethany passed General Obligation Bond, Proposition 3 that included projects including improvements to the Police Headquarters (new roof and evidence room) and the Animal Shelter (additional space and façade improvements).

To move forward with implementation of the projects the City of Bethany needs to enter into a contract for engineering and design services for the projects. The total cost of these services is \$129,500. Staff recommends awarding the contract to TEIM Design, LLC.

RECOMMENDATION

1. Approve award for the Engineering and Design Contract for Proposition 3-B Police Headquarters and Proposition 3-C Animal Welfare Improvements Projects to TEIM Design and authorize the Mayor to sign the document on behalf of the City of Bethany.

ADDITIONAL COMMENTS

This project will be funded by GO Bond Proposition 3. The amount of funds remaining in Proposition 3 are \$1,984,700.



**CITY OF BETHANY, OKLAHOMA
DESIGN CONTRACT**

This contract entered into between the City of Bethany, Oklahoma, hereinafter called the “City”; and TEIM Design, PLLC., 3020 NW 149th Street, Oklahoma City, Oklahoma, hereinafter called the “Designer”, this _____ day of April 2023 for the purpose of providing design services and prepare contract documents for Proposition 3-B Police Headquarters and Proposition 3-C Animal Welfare Improvements, hereinafter referred to as the PROJECTS;

The City and Designer in consideration of their mutual covenants herein agree in respect of the performance of professional design services by Designer and the payment for those services by City, as set forth below.

Designer shall serve as City’s professional design representative in those phases of the PROJECTS to which this agreement applies and will give consideration and advice to City during the performance of their services.

SECTION 1

A. BASIC SERVICES OF DESIGNER

1. The Designer shall perform professional services as hereinafter stated which include normal civil, surveying, and geotechnical activities as required.
2. To comply with all federal, state, and local laws, regulations, and ordinances applicable to the work.
3. That prior to beginning the work, the Designer shall obtain and furnish current copies (certificates) to the City of:
 - a) Workers’ Compensation Insurance in accordance with the laws of the State of Oklahoma.
 - b) Policy Limits: The insurance coverage and limits required of the Designer under this Contract are designed to meet the minimum requirements of the City and its participating trusts.
 - c) Commercial General Liability Insurance. The Designer shall provide and maintain commercial general liability insurance coverage sufficient to meet the maximum cumulative liability of all parties to this Contract, including the City and any public trust participating in the Project, under the Governmental Tort Claims Act, 51 O.S. § 151 et seq., (GTCA) and any amendment or addition thereto, as provided herein.

Property damage liability in an amount not less than Two Hundred Thousand Dollars (\$200,000.00) per claimant for loss, damage to or destruction of property,

including but not limited to consequential damages arising out of a single accident or occurrence.

All other liability in an amount not less than One Hundred Seventy-Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

- d) Automobile Liability Insurance. The Designer shall provide and maintain comprehensive automobile liability insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles sufficient to meet the maximum cumulative liability of all parties to this Contract, including the City and any public trust participating in the Project, under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, (GTCA) and any amendment or addition thereto, unless otherwise specifically and expressly provided herein.

Property damage liability in an amount not less than Two Hundred Thousand Dollars (\$200,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.

All other liability in an amount not less than One Hundred Seventy-Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

- e) Professional Liability Insurance in the amount of \$1,000,000. This insurance (A, B, C, & D) shall be maintained a full force and effect during the life of this design contract.

7. Indemnity

Subject to the laws of Oklahoma and applicable federal law, Designer agrees to defend and hold harmless the City of Bethany for the negligent and intentional acts of the Designer's own employees, agents, representatives, divisions, and affiliates that arise out of or are related to the performance of any of the Designer's obligations under this Agreement.

8. That the Designer and his subcontractors are to maintain all books, documents, papers, accounting records, and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times, during the contract period for three years from the date of final payment under the contract, for inspection by the City and copies thereof shall be furnished if requested.

9. Preliminary Design Phase

After written authorization to proceed with the Preliminary Phase, Designer shall:

- 9.1 In consultation with the City and on the basis of the Scope of Services (Exhibit “A”), prepare preliminary design documents consisting of final design criteria, preliminary plans, and outline specifications.
- 9.2 Based on preliminary design plans, submit an opinion of probable cost for the project including construction cost, contingencies, and compensation for all professionals and consultant services.
- 9.3 Furnish three (3) copies of the above preliminary design plans and present and review them in person with the City.

10. Final Design Phase

After written authorization to proceed with the Final Design Phase, Designer shall:

- 10.1 On the basis of the accepted preliminary design plans, incorporate in the contract documents final plans, quantities, construction estimates, and specifications to show the character and scope of the work to be performed by the Contractors on the PROJECTS.
- 10.2 Furnish to City such documents and design data as may be required and assist in the preparation of the required documents so that the City may obtain approvals of such governmental authorities as have jurisdiction over design criteria applicable to the PROJECTS and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.
- 10.3 Advise the City of any adjustments to their latest opinion of probable project cost caused by changes in design requirements or construction costs and furnish a revised opinion of probable project cost based on the drawings and specifications.
- 10.4 Prepare bid forms, notice to bidders, instruction to bidders, general conditions, and supplementary conditions, and assist in the preparation of other related documents.
- 10.5 Furnish three (3) copies of the above documents and present and review them in person with the City.
- 10.6 Furnish five (5) copies of the approved final design documents to the City.

- 10.7 Assist the City in the acquisition of the required local, State and Federal government permits (ODEQ, OWRB, etc.) and private permits (railroad, utility, etc.). The Designer shall at no additional cost to City provide sets of construction plans and specifications as may be necessary for application of such permits.

11. Advertising and Bidding Phase

After written authorization to proceed with the Advertising and Bidding Phase, the Designer shall:

- 11.1 Assist City in obtaining bids or negotiating proposals for the construction contract. The Designer shall supply prospective bidders with the project plans and contract documents for a fee to be retained by the Designer to cover the costs for reproduction, etc.; the amount of the fee to be agreed upon by the Designer and the City. The Designer shall record the name, address, telephone number, and email address of each prospective bidder obtaining the contract documents.
- 11.2 Attend the Pre-Bid Conference to assist the City in answering any questions pertaining to the PROJECTS which the prospective bidders may have.
- 11.3 Consult with and advise the City as to the acceptability of sub-contractors and other persons or organizations proposed by the Contractor(s) for those portions of the work as to which such acceptability is required by the contract documents.
- 11.4 Consult with and advise the City as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution is permitted by the contract documents.
- 11.5 Assist the City in evaluation bids or proposals and in assembling and awarding contracts.

12. Construction Phase

During the Construction Phase, the Designer shall:

- 12.1 Consult with and advise the City and act as their representative. All of the City's instructions to contractor(s) will be issued through the City Manager or their designated representative.
- 12.2 Make monthly visits to the site to observe as an experienced and qualified design professionals, the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the contract document; they shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of work; shall not be responsible for the means, methods, techniques, sequences or

procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). Their efforts will be directed toward providing assurance for City that the completed PROJECTS will conform to the contract documents; but they shall not be responsible for the failure of Contractor(s) to perform construction work in accordance with the contract documents. During such visits and on the basis of their on-site observances, they shall provide the City written reports on the progress, performance, and quality of the work. The Designer shall endeavor to guard the City against defects and deficiencies in the work of Contractor(s) and may recommend to City the disapproval or rejection of work as failing to conform to the contract documents.

- 12.3 Review and approve shop drawings and samples, the results of tests and inspections and other data which any Contractor is required to submit, but only for conformance with the design concept of the PROJECTS and compliance with the information given in the contract documents; determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the contract documents.
- 12.4 Conduct, when notified by City, a final inspection of the project and provide the City a written report indicating the Designer's opinion as to the conformance of the completed work to the contract documents, quality of the work performed, performance of the Contractor(s) and a list of any deficient items.
- 12.5 Perform such additional services as may be set forth under this phase of the work as shown in Exhibit "A".

SECTION 2

CITY RESPONSIBILITIES

The City Shall:

1. To pay a total fee based on hourly rates or lump sum amount. The total fee for provided services are presented on EXHIBIT "A".

Said payments to be made based on monthly invoices for hours worked or percent complete on lump sum projects.
2. Provide full information as to their requirements for the project.

3. Assist the Designer by placing at their disposal all available information pertinent to the project including previous reports and any other data relative to design and construction of the PROJECTS.
4. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Designer and render in writing decisions pertaining within a reasonable time so as not to delay the services of the Designer.
5. Pay all permitting costs associated with the PROJECTS.
6. Pay all advertising costs incident to obtaining bids or proposals from Contractor(s).
7. Return to the Designer submitted project documents for City's review on which the Designer has not substantially addressed previously noted provisions and comments. The Designer's contract time will not be suspended for submission of project documents which do not contain substantial revisions.
8. Provide a testing firm and pay all costs for testing, as required for design of the PROJECTS, unless specified otherwise.
9. Designate in writing a person to act as the City's representative with respect to the work to be performed under this agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define the City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Designer's services.
10. Issue all instructions to the Designer; act as interpreter of the requirements of the contract documents and judge of the performance thereunder by the parties thereto and shall make decisions on all claims of the Designer relating to the execution and progress of the work and all other matters and questions related thereto.
11. In consultation with the Designer, issue all instructions to Contractor(s); prepare routine change orders as required; require, if deemed appropriate, special inspection or testing of the work; act as interpreter of the requirements of the contract documents and judge of the performance thereunder by the parties thereto and shall make decisions on all claims of the City and Contractor(s) relating to the execution and progress of the work and all other matters and questions related thereto.
12. Have the City Manager or their designated representative, based on their on-site observations and project inspection reports, determine the amounts owing to Contractor(s).
13. Conduct an inspection to determine if the PROJECTS is substantially complete and a final inspection to determine if the project has been completed in accordance with the contract documents and if each Contractor has fulfilled all obligations thereunder so that City may approve, in writing, final payment to each Contractor.

SECTION 3

It is further mutually agreed by the City and the Designer that:

1. For any major revision in the character or scope of the work in design ordered in writing by the City, a supplemental agreement will be negotiated, prior to performing the additional work.
2. The City reserves the right to terminate the contract at any time, and if the PROJECTS should be abandoned, or the processing of the PROJECTS be indefinitely postponed, or if the contract is terminated for any other reasons, the Designer shall be paid the reasonable value by the City for the data delivered or is ready for delivery upon receipt thereof based upon availability of funds for this work, and such determination by the City shall be conclusive and binding.
3. The Designer is, and shall be, in the performance of all work, services and activities an independent contractor, and not an employee, agent, or servant of the City of Bethany. The tort liability of the City of Bethany is exclusively governed by the "Oklahoma Governmental Tort Claims Act". The City reserves the right to terminate this contract at any time, and if this project should be abandoned, or the processing of same indefinitely postponed, or this contract terminated for any other reason, the Designer shall be paid by the City the reasonable value for the data delivered or ready for delivery upon receipt thereof, and such determination by the City shall be conclusive and binding.
4. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the parties shall be referred for determination by the City or their duly authorized representative whose decision after approval by the City in the matter shall be final and conclusive on the parties to the contract.
5. The Designer shall furnish all design services, labor, equipment, and incidentals as may be required to perform this contract, except as otherwise provided herein.
6. All work performed and submitted under this contract shall be done in a manner acceptable to the City.
7. A detailed scope of services is attached as EXHIBIT "A", which is hereby incorporated into this contract.
8. This agreement shall be binding upon and inure to the benefit of successors or assigns of the parties hereto.

IN WITNESS WHEREOF, this Contract was executed and approved by the Designer this _____ day of April 2023.

TEIM DESIGN, PLLC.

ATTEST:

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

President

This instrument was acknowledged before me on this _____ day of April 2023, by Joe Davis, P.E., as President of TEIM Design, PLLC.

My Commission Expires/Commission Number: _____
Notary Public

_____/_____(Seal)

IN WITNESS WHEREOF, this Contract was approved and executed by the City of Bethany this _____ day of April 2023.

THE CITY OF BETHANY

ATTEST:

City Clerk

Mayor

EXHIBIT “A”
Scope of Services

CITY OF BETHANY

Proposition 3-B Police Headquarters & Proposition 3-C Animal Welfare

The Scope of Work shall include all necessary services to furnish complete detailed construction plans and bidding documents for the work identified below:

- Proposition 3-B Police Headquarters
The total cost of design services for Proposition 3-B is \$102,000 lump sum

- Proposition 3-C Animal Welfare
The total cost of design services for Proposition 3-C is \$27,500 lump sum

The total cost of design services for Proposition 3-B Police Headquarters and 3-C Animal Welfare is \$129,500 lump sum.

Construction Inspection can be provided on an hourly basis not to exceed \$61,000 consistent with Exhibit “B”.

EXHIBIT “B”

Compensation for Hourly Design Services & Payments

Compensation.

A. The Designer shall be compensated at the following hourly rates for Project design services performed.

<u>Personnel</u>	<u>Rate</u>
Principal	\$210
Senior Architect	\$179
Senior Engineer	\$179
Project Engineer	\$137
Structural Engineer	\$148
Engineer Intern	\$93
Traffic Engineer	\$172
Environmental Specialist	\$137
CADD Technician	\$104
Design Technician	\$140
Clerical/Admin	\$87
Construction Engineer	\$148
Construction Technician	\$99
Inspector	\$114
Senior Planner	\$158
Planner	\$116

Payments.

A. Payment of claims for hourly work completed on each task may be submitted. Invoices for the amount and value of the work and services performed by the Designer shall be submitted monthly to the City and shall meet the standards of quality as established under this Contract. The City agrees to pay the Designer, as compensation for such design services as listed herein. The invoices shall be prepared and submitted by the Designer and be accompanied by all supporting data required by the City. Payment of any invoice for any work or services is not deemed to be recognition of satisfactory performance of said work or services or a waiver of any right of the City or any obligation of the Designer should it be determined later that said work or services were negligently performed or provided or were not performed or provided in accordance with the standards required by this Contract.

B. Final payments for assigned projects shall not be deemed to waive any rights or obligations of the parties to this Contract.

CITY OF BETHANY

From: Phil Stowell, Public Works Director
Date: April 4, 2023
Subject: Agreement with YMCA to manage municipal pool for 2023 Season

BACKGROUND

In 2019, the city and the YMCA entered into an agreement whereby the YMCA would manage the Ripper Park Municipal Swimming Pool. The pool then remained closed for the following two (2) seasons due to COVID and subsequent needed pool repairs. The pool was open for business again in 2022.

Under this agreement The YMCA will hire, train, schedule and provide adult supervision at the pool daily. They will assume all costs for staffing and provide concessions. They will also conduct daily water testing of the pool and weekly vacuuming. The YMCA is asking for financial reimbursement from the City to cover projected financial losses of up to \$15,000 from their payroll and concession purchase costs that are not covered by the gate admissions and concession sales. The YMCA will retain the admissions and concession incomes. The city will retain all other costs of operation. The YMCA anticipates opening the pool on May 27, 2023.

RECOMMENDATION

1. Staff recommends approval of the contractual agreement between the City of Bethany and the YMCA to provide staffing and management services for municipal pool operations.

ADDITIONAL COMMENTS

See attached contract for 2023.



CONTRACT PROPOSAL
CONTRACT BETWEEN THE CITY OF BETHANY AND THE YMCA
OF GREATER OKLAHOMA CITY, BETHANY YMCA, FOR
OPERATION OF THE MUNICIPAL SWIMMING POOL 2023 SEASON.

The YMCA will hire certified lifeguards and pool coordinator to properly manage Ripper Park, Bethany City Pool for the recreational swimming for the summer of 2023. All lifeguards are to be YMCA certified or equivalent. When the coordinator is not on site, a YMCA employee will be named to be in charge.

The Bethany City Parks and Recreation Department will have the pool operational by May 22, 2023, unless outstanding issues are present, to ensure adequate YMCA staff training time. Inclusive dates shall be from Saturday, May 27th, 2023, through Sunday August 6th, 2023 for recreational swim purposes. The Bethany YMCA will have the pool closed on May 29th for Memorial Day and July 4th for Independence Day. The pool shall be open to the public for open swimming from 1:00 pm to 7:00 pm. These hours and dates of operation are subject to change, for reasonable cause, and subject to the approval of the City Manager.

The YMCA will be allowed to use the pool during all hours of operation for swim lessons and/or other purposes. The pool shall be closed to the public after 10:00 p.m. Only YMCA employees will be allowed in the pool area after 10:00 p.m. for cleaning purposes.

A fee of no more than \$5.00 will be charged for each non-YMCA member who comes to the pool to swim. A hand stamp or similar procedure will be used to enable the person(s) to leave the pool and return in the same day without being charged again. This fee shall be subject to change by the YMCA as it deems necessary to raise additional revenue during the summer to meet expenses, subject to the concurrence of the City of Bethany.

The YMCA shall be granted exclusive use prior to the scheduled public recreation open swim times and following the 7:00pm (subject to change as needed) closing time for aquatic programming, Monday through Sunday. Exception to this will be to allow the City of Bethany CPO Staff Member access to test and properly treat the pool from 7:00 am to 9:00 am and 11:45 am to 1:00 pm. During these times no one is allowed in the pool.

The YMCA will allow and schedule time for organizations, special groups, and special activities.

The YMCA may schedule groups in the pool for late evening classes or parties (prior to 10:00 pm). YMCA lifeguards must be on duty when these groups use the pool.

The YMCA may collect a reasonable pool rental fee from groups reserving the pool.

The City of Bethany will be responsible for:

- Reimbursing the YMCA to offset incurred expenses not covered by revenue by the end of September up to an amount not to exceed \$15,000.00.
- Chemicals, pool supplies (Ring buoys, back boards, rescue tubes and any other safety device required) and pool equipment needed to operate the pool during the 2023 summer season.
- Provide a City Employee with current CPO license
- Pool repairs and setting up weekly vacuuming
- Pool Water Maintenance
- Mowing
- Inspection of the pool at least once per week for compliance
- All toiletries and other normal cleaning supplies.

The YMCA will be responsible for:

- Cleaning - Pool must be vacuumed a minimum of once per week, with the City of Bethany staff assistance, or more as needed. Restrooms shall be cleaned daily before anyone is allowed to use the pool and checked every two hours while the pool is open for cleanliness and supplies. Deck area and gutters shall be cleaned daily. Toilet paper holders must stay stocked.
- Daily routine testing of CL2 and PH, and also check for the covers on the drains twice per day at 3:00 pm and 7:00 pm. Testing will be logged on the Ripper Park Pool County Health Report after each check.
- Closing of the pool if at any time the water does not meet Health Department standards or when weather dictates and will be willing to work with the City of Bethany with regards to weather closing.
- Notify the City of Bethany Park Department before running out of any supplies or chemicals including:
 - Chlorine, caustic soda, test kits etc. to test in a 5-day minimum.

The City of Bethany shall provide trash pickup weekly; all trash shall be bagged and tops tied securely. The YMCA will provide litter pick-up in and around the pool area to assure a clean and neat facility.

The YMCA has insurance coverage under its policy for liability/medical coverage, in the event such protection becomes necessary during the YMCA's operation of the pool during the 2023 season. The YMCA shall provide the City of Bethany a Certificate of Insurance and the City shall be listed as an additional insured.

Due to the hazards related to pool chemicals, City of Bethany employees will add chemicals to the pool as needed due to their familiarity with the pool itself. The YMCA will comply with all safety requirements set forth by the City of Bethany, Oklahoma Departments of Labor and Health and OSHA including employee training required in the Federal Code of Regulations.

The YMCA will comply with Oklahoma Department of Health Regulations Chapter 315 "Public Bathing Place Facility Standards" and Chapter 320 "Public

Bathing Place Regulations".

All pool rules will be created and enforced by the YMCA of Greater Oklahoma City and its staff.

All revenues generated from gate admission, swim lessons, pool parties, concessions and all other revenue producing practices will be retained by the YMCA to cover operational expenses including, but not limited to, staff wages, staff training, and supplies.

Should it become necessary for either the YMCA or the City of Bethany to terminate this agreement, a minimum of two weeks' notice shall be given in writing by either party.

Final contract approval between the City of Bethany and the YMCA shall be subject to approval by the City of Bethany and the YMCA of Greater Oklahoma City association office.

In witness thereof, the parties hereto have caused this agreement to be executed this _____ day of April 2023.

CITY OF BETHANY

YMCA of Greater Oklahoma City

Nikki Lloyd, Mayor

David Warde, Chief
Financial Officer

ATTESTED:

Lesla LeMar, City Clerk

Notary

(SEAL)

My commission expires: _____

BETHANY CITY COUNCIL

From: Elizabeth Gray, City Manager
Date: March 28, 2023
Subject: Consideration and possible action designating the week of April 9-15, 2023, as National Telecommunicator Week in the City of Bethany

BACKGROUND

The Association of Central Oklahoma Governments (ACOG) reminds the City of Bethany that in 1991 the U.S. Congress named the second full week in April each year as National Telecommunicator Week.

Our central dispatch professionals staff our call center 24 hours a day. They are the heart of our public safety system for our citizens and are the lifeline for our emergency responders.

Approving the resolution honors our men and women who serve our citizens and employees in this vital capacity.

RECOMMENDATION

1. Approve Resolution No. 1672 designating April 9-15, 2023, as National Telecommunicator Week in the City of Bethany.

ADDITIONAL COMMENTS



RESOLUTION NO. 1672

WHEREAS, in 1991 Congressional resolution named the second full week in April of every year, National Telecommunicator Week; and

WHEREAS, emergencies can occur at any time or any place and require the assistance of police, fire, or emergency medical services; and

WHEREAS, 9-1-1 is the Hotline for Help for people in emergency situations, and the 9-1-1 call taker’s voice is the first assurance that help is on the way; and

WHEREAS, 9-1-1 professionals regularly meet the challenges of extremely stressful situations with calmness and efficiency; and

WHEREAS, when an emergency occurs, the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and

WHEREAS, the safety of these emergency responders is dependent upon the quality and accuracy of information obtained from citizens who telephone the 9-1-1 communications center; and

WHEREAS, Public Safety Dispatchers are the “9-1-1 Dispatchers: Everyday Superheroes,” providing assistance before any other emergency services arrive on scene; and

WHEREAS, Public Safety Dispatchers are a vital link for our emergency responders by monitoring their activities by radio, providing them information, and ensuring their safety; and

WHEREAS, Public Safety Dispatchers contribute substantially to the apprehension of criminals, suppression of fires and treatment of injuries and illnesses on a daily basis; and

WHEREAS, each dispatcher has exhibited compassion, understanding and professionalism during the performance of his or her daily job duties;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of Bethany, Oklahoma declares the week of April 9-15, 2023, to be National Telecommunicator Week in honor of the men and women whose diligence and professionalism keep our citizens and emergency responders safe.

****END****

The foregoing Resolution was duly adopted and approved by the Mayor and City Council of the City of Bethany on the _____ day of _____, 2023, after compliance with notice requirements of the Open Meeting Law (25 OSA, Sections 301, et seq.)

MAYOR

ATTEST:

CITY CLERK

NOTICE: On Thursday, March 16, 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, MARCH 21, 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
	Peter Plank	Trustee
	Ken Smart	Trustee
MEMBERS ABSENT:	None	
OTHERS PRESENT:	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	Joe Davis	TEIM Design, LLC
	(See Roster)	

Mayor Lloyd called the Bethany City Council meeting to order at 8:09 P.M.

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

- A. APPROVAL OF MINUTES FROM THE MARCH 7, 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.**

Motion was made by Trustee Plank, seconded by Trustee Larsen to approve the Consent Docket. Yes Votes: Plank, Larsen, Magirowsky, Powell, Smart, 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 APRIL 4, 2023.**

Chairman Lloyd adjourned the Bethany Public Works meeting at 9:09 P.M. until April 4, 2023.

CHAIRMAN

SECRETARY

BETHANY PUBLIC WORKS AUTHORITY

From: Michael Vaughn, Finance Director
Date: March 30, 2023
Subject: Claims List for the 04/04/2023 Bethany Public Works Authority Meeting

BETHANY PUBLIC WORKS AUTHORITY

FUND	AMOUNT
Bethany Public Works Authority	\$84,452.16
TOTAL	\$84,452.16

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$119,726.83
Bethany Public Works Authority	\$84,452.16
Bethany Hospital Trust	\$0.00
Bethany Development Authority	\$0.00
TOTAL	\$204,178.99

RECOMMENDATION

1. Approve the claims as presented.



P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 02.0 FINANCE						
23-46656	10-005702	TPS TECHNICAL PROGRAMMING	UTILITY BILLING	3/2023	114236	1,198.22
DEPARTMENT TOTAL:						1,198.22
DEPARTMENT: 08.1 PUBLIC WORKS - ADMIN						
23-47053	10-1068	ONG	MONTHLY SVS	3/2023	20230322	869.30
23-47127	10-3042	ACCURATE ENVIRONMENTAL	2 SETS 7 & 10 VOC	3/2023	FC13005,FC13007	736.00
DEPARTMENT TOTAL:						1,605.30
DEPARTMENT: 08.3 PUBLIC WORKS - SANIT						
23-46940	10-005350	FORCE PERSONNEL	TEMP HELP SANITATION	3/2023	73483,73545	3,805.82
23-47268	10-005350	FORCE PERSONNEL	2 WK TEMPS FOR SANITATION	3/2023	72622,73441,73421	9,137.58
23-46725	10-005944	EXPRESS SERVICES, INC.	TEMP HELP FOR SANITATION	3/2023	28709380	549.19
23-47116	10-005944	EXPRESS SERVICES, INC.	TEMP HELP	3/2023	28737709,28766988	1,580.58
23-47165	10-0225	GENUINE PARTS	BATTERY JUMP BOX	3/2023	7092-030210	199.00
23-47184	10-0225	GENUINE PARTS	HOG TIES & PLIERS	3/2023	7092-030403	25.86
23-47141	10-0812	J & R EQUIPMENT LLC	3 EMERGENCY STOP BUTTONS	3/2023	01P14171	258.51
23-46933	10-3081	PREMIER TRUCK/ATC FREIGHTLI	DX&POSSIBLE REPAIR UNIT95	3/2023	12087269	625.74
23-47175	10-3081	PREMIER TRUCK/ATC FREIGHTLI	UNIT 89	3/2023	120701053	357.03
DEPARTMENT TOTAL:						16,539.31
DEPARTMENT: 08.4 PUBLIC WORKS - MAINT						
23-47004	10-005833	ADVANCE AUTO PARTS	FLEET LIFT PAD	3/2023	351659	1,496.24
23-47086	10-2305	HOIDALE CO INC	DX & REPAIR FUEL PUMP	3/2023	1135780	250.75
DEPARTMENT TOTAL:						1,746.99
DEPARTMENT: 12.0 UTILITY - WATER PLANT						
23-45097	10-004725	RUCKER ELECTRIC INCORPORATE	AFTER HOURS EMERGENCIES	3/2023	12369	155.00
23-46834	10-006059	MANUFACTURERS EDGE, INC.	LMI CHEMICAL PUMP PARTS	3/2023	SIN158512	1,448.40
23-46993	10-006083	VANZANDT CONTROLS, LLC	LIME SILO AIR ACUATOR VAL	3/2023	INV455058	1,434.00
23-47036	10-0091	BRENNTAG SOUTHWEST INC	BLEACH	3/2023	BSW451005	8,287.27
23-47070	10-0091	BRENNTAG SOUTHWEST INC	2 TOTES OF AMMONIA	3/2023	BSW452490	1,826.00
23-47077	10-0091	BRENNTAG SOUTHWEST INC	2 TOTES ALUMINUM SULFATE	3/2023	BSW451004	2,292.50
23-46978	10-0251	BUSBY PUMP & SUPPLY, LLC	REPLACE PUMP & METERWELL9	3/2023	11684	6,082.10
23-47084	10-0579	FEDERAL CORP	SCHEDULE 80 PVC PARTS	3/2023	0877647	44.40
23-47151	10-0669	HACH COMPANY	MONOCHLOR TEST PACKETS	3/2023	13517863	1,314.91
23-47262	10-1063	OG&E	MONTHLY SVC	3/2023	20230316	4,066.41
23-47260	10-1068	ONG	MONTHLY SVC	3/2023	20230320	811.40
23-47167	10-2895	CHAPPELL SUPPLY	VACUUM NOZZLE	3/2023	0341768-IN	115.11
23-47081	10-3042	ACCURATE ENVIRONMENTAL	BAC-T	3/2023	FC07020	300.00
23-47170	10-3042	ACCURATE ENVIRONMENTAL	BAC T'S	3/2023	FC22060	300.00
23-47011	10-3919	MISSISSIPPI LIME	25 TONS LIME	3/2023	1660788	8,134.31
23-47117	10-3919	MISSISSIPPI LIME	25 TONS LIME	3/2023	1662082	8,570.84
23-47083	10-3940	J & E SUPPLY	STAINLESS STEEL BOLTS	3/2023	3007602	18.24
DEPARTMENT TOTAL:						45,200.89

FUND: 056- BETHANY PUBLIC WORKS AUTH

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 12.1		UTILITY - WATER LINE				
23-46866	10-004725	RUCKER ELECTRIC INCORPORATE	21ST AND COUNCIL	3/2023	12243	357.50
23-47118	10-005350	FORCE PERSONNEL	TEMP HELP	3/2023	73484,72596	1,551.64
23-47226	10-005350	FORCE PERSONNEL	LONDON WEGNERB/OCONTRACT	3/2023	73422	966.00
23-46951	10-005451	MATTHEWS TRENCHING CO.,	INCLABOR & EQUIPMENT	3/2023	20230328	2,772.08
23-47153	10-005451	MATTHEWS TRENCHING CO.,	INC7127 NW 39TH	3/2023	1/21-3/23	9,917.60
23-47075	10-1066	OKLAHOMA CONTRACTOR'S	SUPPLENCAPSULE CLAMP	3/2023	0373978-IN	1,250.00
23-47172	10-1066	OKLAHOMA CONTRACTOR'S	SUPPLTAR COATING STRIPS	3/2023	0373979-IN	50.00
23-47176	10-1066	OKLAHOMA CONTRACTOR'S	SUPPLCLAMP FOR REPAIR	3/2023	0373980-IN	152.00
DEPARTMENT TOTAL:						17,016.82
DEPARTMENT: 12.2		UTILITY - SEWER				
23-47248	10-0225	GENUINE PARTS	UNIT 48	3/2023	7092-030708	129.97
23-47262	10-1063	OG&E	MONTHLY SVC	3/2023	20230316	846.66
23-47203	10-1066	OKLAHOMA CONTRACTOR'S	SUPPLPARTS THE JETTER	3/2023	0373981-IN	144.00
23-47154	10-2557	CORE & MAIN LP	10-INCH GASKETS	3/2023	S540181	24.00
DEPARTMENT TOTAL:						1,144.63
FUND TOTAL:						84,452.16
GRAND TOTAL:						204,178.99

NOTICE: On Thursday, March 16, 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, MARCH 21, 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
	Peter Plank	Trustee
	Ken Smart	Trustee
MEMBERS ABSENT:	None	
OTHERS PRESENT:	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	Joe Davis	TEIM Design, LLC
	(See Roster)	

Chairman Lloyd called the Bethany Hospital Trust meeting to order at 9:09 P.M.

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

- A. APPROVAL OF MINUTES FROM THE MARCH 4, 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.**

Motion was made by Vice-Chairman Magirowsky, seconded by Trustee Larsen to approve the Consent Docket. Yes Votes: Magirowsky, Plank, Smart, 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 APRIL 4, 2023**.

Chairman Lloyd adjourned the Bethany Hospital Trust meeting at 9:09 P.M. until April 4, 2023.

CHAIRMAN

SECRETARY

BETHANY HOSPITAL TRUST

From: Michael Vaughn, Finance Director
Date: March 30, 2023
Subject: Claims List for the 04/04/2023 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	\$119,726.83
Bethany Public Works Authority	\$84,452.16
Bethany Hospital Trust	\$0.00
Bethany Development Authority	\$0.00
TOTAL	\$204,178.99

RECOMMENDATION

1. Approve the claims as presented.



NOTICE: On Thursday, March 16, 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, MARCH 21, 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
	Peter Plank	Trustee
	Ken Smart	Trustee
MEMBERS ABSENT:	None	
OTHERS PRESENT:	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	Joe Davis	TEIM Design, LLC
	(See Roster)	

Chairman Lloyd called the Bethany Development Authority meeting to order at 9:09 P.M.

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

- A. APPROVAL OF MINUTES FROM THE MARCH 4, 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.**

Motion was made by Vice-Chairman Magirowsky, seconded by Trustee Larsen to approve the Consent Docket. Yes votes: Knapp, Larsen, Palmer, Lloyd, Smart, Plank, 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 APRIL 4, 2023.**

Chairman Lloyd adjourned the Bethany Development Authority meeting at 9:10 P.M. until April 4, 2023.

CHAIRMAN

SECRETARY

BETHANY DEVELOPMENT AUTHORITY

From: Michael Vaughn, Finance Director
Date: March 30, 2023
Subject: Claims List for the 04/04/2023 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	\$119,726.83
Bethany Public Works Authority	\$84,452.16
Bethany Hospital Trust	\$0.00
Bethany Development Authority	\$0.00
TOTAL	\$204,178.99

RECOMMENDATION

1. Approve the claims as presented.

