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On Friday, July 14, 2023, at or before 12:00 p.m., agenda was posted at the front doors of City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: [cityofbethany.org](http://cityofbethany.org). The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

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# AGENDA

## BETHANY CITY COUNCIL

**TUESDAY, JULY 18, 2023**  
**6:30 P.M.**

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

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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 July 5, 2023, Regular Meeting.
  - B. Approval of Claims: These claims have been found to be in order by staff and proper as to form and procedure and are recommended for payment. A copy of the Claims List is included in the agenda packet.
  - C. Approval of FY 2024 Service Level Agreement with ImageNet Consulting.
  - D. Approval of Engagement Letter with Crawford & Associates for the FY 2024 ending June 30, 2024 and authorize the mayor to sign the document on behalf of the City of Bethany.
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 adoption of Resolution No. 1679, a resolution of the City of Bethany, Oklahoma authorizing application for an emergency grant from the Oklahoma Water Resources Board (OWRB). *(Elizabeth Gray, City Manager)*

6. Consideration and possible approval of Southwest Water Works, LLC Construction Contract for ARPA Water Meter Automation Improvements Project and Amendment No. 1 to the Contract and authorize the Mayor to sign the documents on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
7. Consideration and possible approval of the purchase of a used 2020 Dodge Durango patrol vehicle from the Kansas Highway Patrol for \$29,600.00. *(Elizabeth Gray, City Manager)*
8. New Business *(As defined by the Oklahoma Open Meeting Act § 311 (A) (9) as “matters not known about or which could not have reasonably been foreseen prior to the time of posting the agenda”).*
9. City Attorney’s Report.
10. City Manager’s Report.
  - A. Financial Report – see agenda packet.
11. Mayor and Council Members Comments and Suggestions.
12. Adjourn until August 1, 2023.

## **BETHANY PUBLIC WORKS AUTHORITY**

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3. Consideration and possible approval of Southwest Water Works, LLC Construction Contract for ARPA Water Meter Automation Improvements Project and Amendment No. 1 to the Contract and authorize the Mayor to sign the documents on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
4. 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”).*

5. Adjourn until August 1, 2023.

## **BETHANY HOSPITAL TRUST**

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3. Adjourn until August 1, 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.

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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 August 1, 2023.

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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.)

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NOTICE: On Thursday, June 29, 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

WEDNESDAY, JULY 5, 2023

6:30 P.M.

MEMBERS PRESENT:	Nikki Lloyd	Mayor
	Jeff Knapp	Vice-Mayor
	Chris Powell	Council Member
	Marilyn McPhail	Council Member
	Kathy Larsen	Council Member
	Ken Smart	Council Member
	Peter Plank	Council Member
	Steve Palmer	Council Member
MEMBERS ABSENT:	Brian Magirowsky	Council Member
OTHERS PRESENT:	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	J. D. Reid	Police Chief
	Phil Stowell	Public Works Director
	Amanda McCellon	Community Development Director
	Leasa Furr	Human Resources Director
	Joe Davis	TEIM Design
	Reese Tipton	ImageNet Consulting
	(See Roster)	

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

Mayor Lloyd called the Bethany City Council meeting to order at 6:30 P.M.

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

The Invocation was given by Council Member Plank.

The Flag Salute was conducted by Council Member Powell.

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

- A. **APPROVAL OF MINUTES FROM JUNE 20, 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.**
- C. **APPROVAL OF FY 2024 GENERAL MUTUAL COOPERATION AGREEMENT BETWEEN THE CITY OF BETHANY AND THE BOARD OF OKLAHOMA COUNTY EFFECTIVE JULY 1, 2023 AND AUTHORIZE THE MAYOR TO SIGN THE DOCUMENT.**

Motion was made and amended by Council Member Larsen, seconded by Vice-Mayor Knapp to approve the consent docket as presented. Yes votes: Palmer, Larsen, Powell, Smart, McPhail, Knapp, Plank, and Lloyd. No votes: None. Motion approved.

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

None

**ITEM NO. 5** on the agenda was **PUBLIC HEARING ITEM: CONSIDERATION AND POSSIBLE ACTION REGARDING A SPECIAL PERMISSION REQUEST BY ROBERT FREEMAN, APPLICANT, AND PROPERTY OWNER, THAT WILL ALLOW FOR THE CONSTRUCTION OF A 500 FT<sup>2</sup> ACCESSORY STRUCTURE AT 4708 N. DONALD AVE.**

- A. **PRESENTATION BY STAFF AND/OR INTERESTED PARTIES.**

Applicant Robert Freeman was present.

City Manager Elizabeth Gray reported that Planning and Zoning had a unanimous vote in favor and recommends approval of the special request.

- B. **PUBLIC COMMENT.**

None

- C. **POSSIBLE ACTION.**

A motion was made by Council Member Plank, seconded by Council Member Larsen to approve the special permission request by Robert Freeman, applicant, and property owner, that will allow for the construction of a 500 ft<sup>2</sup> accessory structure at 4708 N. Donald Ave. Yes votes: Palmer, Larsen, Powell, Smart, McPhail, Knapp, Plank, and Lloyd. No votes: None. Motion approved.

**ITEM NO. 6** on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF AGREEMENT WITH IMAGENET SOLUTIONS FOR INFORMATION TECHNOLOGY SUPPORT.** *(ELIZABETH GRAY, CITY MANAGER)*

City Attorney Jones stated that the indemnity clause was removed from the agreement.

A motion was made by Council Member Larsen, seconded by Council Member Smart to approve the Agreement with ImageNet Solutions for Information Technology Support. Yes votes: Palmer, Larsen, Powell, Smart, McPhail, Knapp, Plank, and Lloyd. No votes: None. Motion approved.

**ITEM NO. 7** on the agenda was **CITY-WIDE PUBLIC WORKS PROJECT UPDATES BY TEIM DESIGN INCLUDING GO BOND, ARPA, AND SH 66 WITH POSSIBLE DISCUSSION.** *(ELIZABETH GRAY, CITY MANAGER)*

Joe Davis with TEIM Design presented the report on all these projects. This presentation will be added to the minutes as Exhibit A.

Council Member Palmer requested documents be available for review by the public and council.

**ITEM NO. 8** on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL TO RATIFY EXPENSES FOR EMERGENCY REPAIRS DUE TO WATER LINE BREAK ON N MUELLER BETWEEN NW 52<sup>ND</sup> AND NW 58<sup>TH</sup> STREETS FOR AN AMOUNT OF \$53,592.21.** *(ELIZABETH GRAY, CITY MANAGER)*

A motion was made by Council Member Palmer, seconded by Council Member Larsen to approve to ratify expenses for emergency repairs due to water line break on N Mueller between NW 52<sup>nd</sup> and NW 58<sup>th</sup> Streets for an amount of \$53,592.21. Yes votes: Palmer, Larsen, Powell, Smart, McPhail, Knapp, Plank, and Lloyd. No votes: None. Motion approved.

**ITEM NO. 9** 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. 10** on the agenda was the **CITY ATTORNEY'S REPORT.**

City Attorney Jones reported the following:

Inquiry received about marijuana parties being conducted at various places in the city limits in the past month; coordinating with the Chief of Police as to the methods and tools available to legally investigate in light of the Oklahoma Medical Marijuana Law.

Working with Human Resources on some suggested changes to the Employee Handbook. One of the changes may potentially involve a budgetary matter as far as compensation for employees which may be coming to council for resolution review.

Working with engineering staff on water leases for Wells 26, 27, and 215 on the Stinchcomb Family's property.

An anti-energy policy and affidavit has been circulated to staff.

Proposed Airbnb ordinance going to Planning and Zoning.

The case of Frogge vs. City of Bethany was dismissed with prejudice and settled by OMAG.

Matters involving Coast to Coast Motors vs, the City of Bethany is set for hearing on September 21<sup>st</sup>, 2023. The correlating case is set for October 5, 2023.

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

City Manager Gray reported the following:

Thank you to the volunteer committee and city staff for putting on the Freedom Fest Parade and Fireworks show.

Recognition of Court Administrator Staci Peck for achieving her mastery in Court Clerk Certification from the Oklahoma Court Clerk Association.

Pool update: pool was opened on June 21; thanks to YMCA partners; and reminder that pool passes get you into any YMCA pool in the metro area.

Sewer line break occurred at 55<sup>th</sup> and Mueller.

City offices will be closed Monday, Labor Day, September 4, 2023. Trash makeup day will be Wednesday, September 6<sup>th</sup>.

October 2nd is the next Bulk Trash pickup. Pick up will begin on the south side of town.

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

There will be a groundbreaking Friday, July 7, 2023, for the CDBG funded waterline project on Holloway Avenue.

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

Each Council Member was given the opportunity to comment.

**ITEM NO. 13** on the agenda was **ADJOURN UNTIL JULY 18, 2023.**

Mayor Lloyd adjourned the Bethany City Council meeting at 7:45 P.M.

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MAYOR

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CITY CLERK

## BETHANY CITY COUNCIL

From: Michael Vaughn, Finance Director  
Date: July 13, 2023  
Subject: Claims List for the 07/18/2023 City Council Meeting

### GENERAL OPERATIONS FUND

FUND	AMOUNT
General Operation Fund	\$153,334.87
Capital Improvement Fund	\$55,342.18
Municipal Court Fund	\$10,431.06
<b>TOTAL</b>	<b>\$219,108.11</b>

### ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$219,108.11
Bethany Public Works Authority	\$322,903.98
Bethany Hospital Trust	\$0.00
Bethany Development Authority	\$12,000.00
<b>TOTAL</b>	<b>\$554,012.09</b>

### RECOMMENDATION

1. Approve the claims as presented.



FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A		NON-DEPARTMENTAL				
24-48110	10-005216	PERDUE BRANDON FIELDER COLL	JUNE 2023 COLLECTION RPT	7/2023	JUN 2023	4,841.69
DEPARTMENT TOTAL:						4,841.69
DEPARTMENT: 01.0		MANAGEMENT				
24-48126	10-004660	MOTHER NATURE'S INC.	PEST INSIDE/OUTSIDE	7/2023	1388847	120.00
23-45341	10-005156	COX COMMUNICATIONS INC.	MONTHLY SERVICE	6/2023	JUN SVS	1,445.72
23-45620	10-005373	CARD SERVICES/PI	BUSINESS ADV. LICENSE	6/2023	E030003LBD	512.50
23-46937	10-005373	CARD SERVICES/PI	AZURE MICROSOFT	6/2023	E030002M8A	42.00
23-47112	10-005373	CARD SERVICES/PI	EMPLOYMNT ADS INDEED	6/2023	80714470	336.56
24-48128	10-005373	CARD SERVICES/PI	MICRO EXCHANGE ONLY	7/2023	E0300039ZZ	3,936.00
23-45461	10-005519	CRAWFORD & ASSOCIATES, P.C.	FINANCIAL PREP	6/2023	17226	86.25
23-47799	10-005703	FLOOR-TECH JANITORIAL	TOILET PAPER & PAPERTOWEL	6/2023	4636	252.50
23-47911	10-005851	LYTLE, SOULE' & FELTY, P.C.	ATTORNEY SVS	6/2023	201812	10,339.50
23-47503	10-006094	J HOLLAND PHOTOGRAPHY, LLC	COUNCIL PHOTOS	6/2023	5158	64.95
24-48080	10-1069	OKLAHOMA MUNICIPAL LEAGUE	23-24 RENEWAL FEES	7/2023	085543	8,967.92
24-48081	10-1069	OKLAHOMA MUNICIPAL LEAGUE	2023 ANNUAL CONFERENCE	7/2023	1713	380.00
24-48120	10-1196	POSTMASTER	POSTAGE FOR METER	7/2023	24-48120	3,000.00
24-48127	10-1196	POSTMASTER	PO BOX 219	7/2023	BOX 219--	592.00
23-45506	10-2274	OZARKA WATER COMPANY	MONTHLY RENTAL & WATER	6/2023	CITY HALL	5.44
23-45039	10-2448	MARGARET MCMORROW-LOVE	ATTORNEY SVS	6/2023	18478	225.00
23-47491	10-2582	CMAO	2023 SUMMER CONF FEE	6/2023	13083	295.00
24-48125	10-3196	IMAGENET CONSULTING, LLC	CONTRACT IT SVS	7/2023	INV609813	5,957.50
24-48078	10-4310	AMERIFLEX	FSA ADMIN FEE	7/2023	INV636975	206.70
DEPARTMENT TOTAL:						36,765.54
DEPARTMENT: 02.0		FINANCE				
24-48046	10-4352	MCBRIDE CLINIC	DRUG SCREEN	7/2023	41206	32.00
DEPARTMENT TOTAL:						32.00
DEPARTMENT: 03.0		COURT				
23-45341	10-005156	COX COMMUNICATIONS INC.	MONTHLY SERVICE	6/2023	JUN SVS	439.00
24-48045	10-005373	CARD SERVICES/PI	SUPPLIES	7/2023	4544241	140.15
24-48044	10-005625	SHRED-IT	SHRED SERVICES	7/2023	8004277418	50.00
23-45575	10-0465	OK DEPT OF PUBLIC SAFETY	JULY OLETS LICENSE	6/2023	JUNE 2023	50.00
23-45585	10-0465	OK DEPT OF PUBLIC SAFETY	MAY 2023 OLETS LICENSE	6/2023	MAY 2023	50.00
23-45032	10-0596	FUZZELL'S BUSINESS	JUNE 2023 COPIER MAINT	6/2023	MM94752	28.75
23-45007	10-2274	OZARKA WATER COMPANY	JUNE 2023 WATER	6/2023	0965896	32.89
24-48041	10-3342	JANI-KING OF OKLAHOMA, INC.	JANITORIAL SERVICE	7/2023	OKC07230119	640.66
DEPARTMENT TOTAL:						1,431.45

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 05.0		POLICE				
24-48072	10-004605	ONSOLVE, LLC	One Call Yearly	7/2023	15284547	924.90
24-48066	10-004660	MOTHER NATURE'S INC.	Spraying for Bugs Monthly	7/2023	1388846	60.00
24-48119	10-004685	SALTUS TECHNOLOGIES, LLC	DIGI TICKET	7/2023	2307-14	19,468.80
24-48134	10-004789	TRADS, INC	Monthly Usage	7/2023	234929-202306-1	75.00
24-48070	10-004803	EQUATURE	Yearly Service	7/2023	26748	2,238.00
24-48097	10-004897	EVERETT BAXTER JR.	Crime Scene Investigator	7/2023	LOGAN CO CSI-003	595.00
23-45341	10-005156	COX COMMUNICATIONS INC.	MONTHLY SERVICE	6/2023	JUN SVS	1,339.49
23-48029	10-005373	CARD SERVICES/Pl	Chairs Decibel Calibrator	6/2023	6072251	578.44
24-48096	10-005634	INNOVATIVE SECURITY OF OKLA	Monthly Monitoring Fee	7/2023	641576	19.95
23-48003	10-005687	SUNDANCE OFFICE SUPPLY, INC	Ink for Animal Control	6/2023	517009,517009.1	110.98
23-45691	10-005850	SAFE HAVEN	Spay & Neuter Monthly	6/2023	0034	855.00
24-48063	10-005850	SAFE HAVEN	Spay and Neuter	7/2023	0035	600.00
23-46306	10-005929	WEX BANK	Irby Motor School Fuel	6/2023	20230630-	15.12
24-48065	10-006020	GEOSAFE	Yearly Service	7/2023	BETH-2	15,000.00
23-45040	10-1063	OG&E	MONTHLY SVS	6/2023	20230608	23.84
23-45102	10-2274	OZARKA WATER COMPANY	Rental and Water	6/2023	ANIMAL CONTROL	27.44
23-45103	10-2274	OZARKA WATER COMPANY	Rental and Water	6/2023	PD	21.44
24-48135	10-2442	SUMNERONE, INC.	3 Copier Lease	7/2023	3631777	120.48
24-48137	10-2442	SUMNERONE, INC.	Kyocera Usage	7/2023	3631778	16.93
23-48015	10-2648	MUNGER PAINTS	Resurface & Seal AC	6/2023	200765	1,505.39
24-48060	10-3084	UTILITY DATA SERVICES, INC.	Monthly Minimum Fee	7/2023	103909	12.50
23-47964	10-3307	FAST STITCH	Dispatch Shirt & Jackets	6/2023	12515	368.00
23-47965	10-3307	FAST STITCH	4 Uniform Polos Police	6/2023	12556	120.00
24-48059	10-3342	JANI-KING OF OKLAHOMA, INC.	PD Cleaning	7/2023	OKC07230118	1,774.66
24-48069	10-4177	LEADSONLINE LLC	Yearly Renewal	7/2023	404984	3,632.00
24-48046	10-4352	MCBRIDE CLINIC	DRUG SCREEN	7/2023	41206	32.00
23-47929	10-4388	ISG TECHNOLOGY, LLC	Network Support	6/2023	ISG346462-346539	1,005.00
23-47971	10-4388	ISG TECHNOLOGY, LLC	SSL Cert 1 Year Renewal	6/2023	ISG346390	255.56
24-48068	10-4388	ISG TECHNOLOGY, LLC	Prevntion Security	7/2023	MSP346650	1,204.00
DEPARTMENT TOTAL:						51,999.92
DEPARTMENT: 06.0		FIRE				
24-48130	10-004398	CITY OF OKLAHOMA CITY	YEARLY RADIO COVERAGE	7/2023	ITPSC-BTHNY-FY23-	7,090.32
23-47948	10-004408	BOUND TREE MEDICAL	NITIRLE EXAM GLOVES	6/2023	84999977	152.14
24-48133	10-005065	ANDERSON PLUMBING	PLUMBING AT STATION	7/2023	441	375.00
23-45341	10-005156	COX COMMUNICATIONS INC.	MONTHLY SERVICE	6/2023	JUN SVS	685.15
24-48129	10-006018	ESO SOLUTIONS, INC	SUBSCRIPTION FEE	7/2023	ESO-112250	3,823.50
24-48145	10-0225	GENUINE PARTS	VEHICLE WASH SUPPLIES	7/2023	037871	98.20
23-47631	10-0336	CASCO INDUSTRIES	SCBA FLOW TEST	6/2023	252398	1,667.26
23-46622	10-1165	CONRAD FIRE EQUIPMENT	SEATS AND SEAT BELTS FOR	6/2023	568934	3,392.94
23-47751	10-1287	ROTO ROOTER	PLUMBING ISSUE FD	6/2023	1769664	327.00
24-48131	10-3487	AIRGAS USA, LLC	02 CYLINDER LEASE	7/2023	5500708205	343.79
23-47995	10-3893	CUMMINS SOUTHERN PLAINS	MAJOR REPAIRS E-2	6/2023	89-88107	6,724.18
DEPARTMENT TOTAL:						24,679.48

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 07.0 COMMUNITY DEV						
24-48119	10-004685	SALTUS TECHNOLOGIES, LLC	DIGI TICKET	7/2023	2307-14	1,946.88
23-47846	10-005689	CHALLENGER LANDSCAPING AND	COVER ABATEMENTS	6/2023	06/30/2023	400.00
23-47872	10-005843	DPM GROUP LLC	INSP APPROVAL STICKERS	6/2023	218568	116.94
23-47951	10-1530	THE TRIBUNE	PUBLICATION	6/2023	20230630	81.25
24-48034	10-3348	COUNTY CLERK OKLA COUNTY	ABATEMENT	7/2023	24-48034	18.00
24-48114	10-3348	COUNTY CLERK OKLA COUNTY	LIEN	7/2023	24-48114	36.00
24-48117	10-3348	COUNTY CLERK OKLA COUNTY	LIEN RELEASE	7/2023	24-48117	36.00
24-48118	10-3348	COUNTY CLERK OKLA COUNTY	LIEN	7/2023	24-48118	18.00
DEPARTMENT TOTAL:						2,653.07
DEPARTMENT: 08.1 PUBLIC WORKS - ADMIN						
23-45341	10-005156	COX COMMUNICATIONS INC.	MONTHLY SERVICE	6/2023	JUN SVS	453.47
DEPARTMENT TOTAL:						453.47
DEPARTMENT: 08.2 PUBLIC WORKS - STREETS						
23-48006	10-0002	ACTION SAFETY SUPPLY CO.,	L30 SAND BAGS	6/2023	00261625	37.50
23-44961	10-004688	SIGNALTEK, INC.	AFTER-HOURS EMERGENCIES	6/2023	1807-0723B	444.60
23-47602	10-004688	SIGNALTEK, INC.	CONFLICT MONITOR	6/2023	1807C0723	1,300.95
23-47818	10-004688	SIGNALTEK, INC.	23RD COLLEGE&36THROCKWELL	6/2023	1807-0723A	509.60
23-45341	10-005156	COX COMMUNICATIONS INC.	MONTHLY SERVICE	6/2023	JUN SVS	449.76
23-47791	10-005297	OSI ENVIRONMENTAL, INC.	WASH BARN CLEAN OUT	6/2023	8040359	675.60
23-48001	10-005373	CARD SERVICES/PI	SOCKET AND GATORADE	6/2023	1726639	50.00
23-47990	10-0324	CENTRAL POWER EQUIP. INC	CHAIN SAW CHAINS	6/2023	329736	52.00
24-48084	10-0324	CENTRAL POWER EQUIP. INC	WEEDEATER STRING	7/2023	330259	75.00
23-47912	10-1063	OG&E	MNTHLY SVC	6/2023	20230603	14,358.34
24-48062	10-2123	HOME DEPOT CREDIT SVCS	2-RAKES & 1 SHOVEL	7/2023	006961/5012794	74.94
23-47852	10-2702	AMERICAN LOGO & SIGNS	4 SIGNS	6/2023	47852	229.00
23-47953	10-2702	AMERICAN LOGO & SIGNS	SIGN BRACKETS	6/2023	47953	96.00
23-47992	10-3207	LOGAN COUNTY ASPHALT CO	COLD PATCH	6/2023	25797	507.96
DEPARTMENT TOTAL:						18,861.25

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08.4 PUBLIC WORKS - MAINT						
23-47791	10-005297	OSI ENVIRONMENTAL, INC.	WASH BARN CLEAN OUT	6/2023	8040359	675.60
23-47941	10-0225	GENUINE PARTS	SHOP SUPPLIES	6/2023	7092-036624	383.87
23-47989	10-0225	GENUINE PARTS	WELDER	6/2023	7092-036916	349.55
DEPARTMENT TOTAL:						1,409.02
DEPARTMENT: 08.5 PUBLIC WORKS - PARKS						
23-45069	10-0006	A WELDORS SUPPLY	MONTHLY FEES WELDING TANK	6/2023	262427	49.60
23-47871	10-004985	B & B ELECTRIC	DX POOL PUMP	6/2023	17310	300.00
23-45341	10-005156	COX COMMUNICATIONS INC.	MONTHLY SERVICE	6/2023	JUN SVS	30.68
23-47791	10-005297	OSI ENVIRONMENTAL, INC.	WASH BARN CLEAN OUT	6/2023	8040359	675.60
23-47875	10-005350	FORCE PERSONNEL	TEMP HELP	6/2023	74762	4,545.18
24-48121	10-005350	FORCE PERSONNEL	PARK TEMP HELP	7/2023	74844	2,004.45
23-48001	10-005373	CARD SERVICES/PI	SOCKET AND GATORADE	6/2023	1726639	50.00
23-47799	10-005703	FLOOR-TECH JANITORIAL	TOILET PAPER & PAPERTOWEL	6/2023	4636	376.25
24-48061	10-0071	ANCHOR PAINT CO	5 GALS IVORY/TAN PAINT	7/2023	2000305542	181.90
23-47934	10-0289	CENTRAL NEW HOLLAND, INC.	SKID SHOES FLAIL MOWER	6/2023	177221	191.32
23-47984	10-0586	D WATTS & SONS ENTERPRISE	SEPTIC TANK CLEAN OUT	6/2023	12865	650.00
23-45040	10-1063	OG&E	MONTHLY SVS	6/2023	20230608	354.64
23-47168	10-1622	WESTLAKE ACE HARDWARE	SUPPLIES/REPAIR PARK BATH	6/2023	3503575	23.58
23-47983	10-2828	UNITED RENTALS (NORTH AMERI	10 porta potties JULY 1st	6/2023	221521341-001	742.78
24-48046	10-4352	MCBRIDE CLINIC	DRUG SCREEN	7/2023	41206	32.00
DEPARTMENT TOTAL:						10,207.98
FUND TOTAL:						153,334.87

FUND: 031- CAPITAL IMPROVE PROJECTS

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		PROJECTS >\$25,000				
23-48025	10-005451	MATTHEWS TRENCHING CO., INC58TH&MUELLER REPAIR		6/2023	58TH & MUELLER	53,592.21
23-47884	10-3434	W & W ELECTRIC MOTOR SVC REBUILDPUMP&NEWPUMP		6/2023	1927	1,749.97
DEPARTMENT TOTAL:						55,342.18
FUND TOTAL:						55,342.18

FUND: 072- MUNICIPAL COURT FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A		NON-DEPARTMENTAL				
24-48106	10-1869	CLEET	JUNE 2023 CLEET REPORT	7/2023	2023 JUNE	3,577.66
24-48107	10-1970	OSBI	JUNE 2023 AFIS REPORT	7/2023	JUN 2023--	3,502.00
24-48108	10-1970	OSBI	JUNE 2023 FORENSIC RPT	7/2023	JUN 2023-	3,336.40
24-48109	10-4235	OKLA BUREAU OF NARCOTICS	JUNE 2023 OBN REPORT	7/2023	JUN 2023	15.00
DEPARTMENT TOTAL:						10,431.06
FUND TOTAL:						10,431.06

**BETHANY CITY COUNCIL**

From: Leasa Furr, HR Director  
Date: July 11, 2023  
Subject: Consent for Service Level Agreement for the Laserfiche software and support through ImageNet

BACKGROUND

Continuation of this agreement will benefit the City of Bethany by providing central electronic storage of documents and files. This software is currently being used by all departments.

Staff has not experienced any issues with the program, or the support provided by ImageNet.

The period of the contract is for one year with the option to renew. The annual fee is \$11,867.30 which is \$50.00 more than last year.

RECOMMENDATION

1. Staff recommends renewing the annual contract.

ADDITIONAL COMMENTS

Authorize the City Manager to execute the contract agreement.

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

+ImageNet  
Consulting  
Service Level Agreement

For

**City of Bethany**

June 16, 2023

## Service Level Agreement – Software Solutions

This Service Level Agreement is made between the City of Bethany and ImageNet Consulting, LLC (“ImageNet”) on the Effective Date below.

### Services

ImageNet will provide Client with certain Software Solutions services as more fully described in Appendix B to this Agreement under the terms herein.

### Hardware/System Support

ImageNet shall provide support and replacement of all hardware and systems specified in Appendix B, provided that all Software is Genuine, Currently Licensed, and Vendor-Supported. Should any hardware or systems fail to meet these provisions, they will be excluded from this Service Agreement. Should 3<sup>rd</sup> Party Vendor Support Charges be required in order to resolve any issues, these will be passed on to the Client after first receiving the Client’s authorization to incur them.

### Coverage

Remote Helpdesk and remote technical services will be provided to the Client by ImageNet through remote means between the hours of 8:00 am – 5:00 pm Monday through Friday, ImageNet recognized holidays. If customer is greater than 25 miles from an ImageNet office, travel costs will be charged to the client as an extension of the time of the call.

### Support and Escalation

ImageNet will respond to Client’s Trouble Tickets under the provisions of Appendix A, and with best effort after hours or on holidays. Trouble Tickets must be opened via our ticket entry process by submitting an email ticket to: softwaresupport@imagenetconsulting.com or by phone if internet is unavailable. Each call will be assigned a Trouble Ticket number for tracking and the client will be notified of its receipt. Our escalation process is detailed in Appendix A.

### Service outside Normal Working Hours

Emergency services performed outside of the hours of 8:00 am – 5:00 pm Monday through Friday, excluding public holidays, shall be subject to provisions of Appendix B.

### Service Disclaimer

Client grants ImageNet authorization to view any data within the regular routine of the repair or system improvement. Client also authorizes ImageNet to reasonably delete, change, and/or rewrite any necessary information to complete the system repair or improvement that is consistent with the standards and practices in the industry.

### Excluded Services

Service rendered under this Agreement does not include:

- ▶ Post-Project on-site software technical services (see fee schedule for pricing)
- ▶ Post-Project training of administrator or end-users after project completion
- ▶ Hardware warranty or maintenance (separate agreement required)

### Suitability of Existing Environment

#### Minimum Standards Required for Services

In order for Client’s existing environment to qualify for ImageNet’s Remote Technical Services, the following requirements must be met:

- ▶ All Servers, Desktop PC’s and Notebooks/Laptops with Windows Operating Systems must not be past the official Microsoft extended support date and have all of the latest Microsoft Service Packs and Critical Updates installed.
- ▶ All Server and Desktop Software must be Genuine, Licensed and Vendor-Supported.
- ▶ The environment must have a currently licensed, up-to-date and Vendor-Supported Server-based Antivirus Solution protecting all Servers, Desktops, Notebooks/Laptops, and Email.
- ▶ The environment must have a currently licensed, Vendor-Supported Server-based Backup Solution that can be monitored and send notifications on job failures and successes.
- ▶ The environment must have a currently licensed, Vendor-Supported Hardware Firewall between the Internal Network and the Internet.
- ▶ All Wireless data traffic in the environment must be securely encrypted.
- ▶ There must be an outside static IP address assigned to a network device, allowing VPN access.

### **Chronically Failing Equipment**

Experience has shown equipment belonging to the client which has initially passed Minimum Standard Requirements for system support can reveal itself to become chronically failing. This means that the equipment repeatedly breaks down and consistently causes user and business interruption even though repairs are accomplished. Should this occur, while rare, Client agrees to work constructively and positively with ImageNet to replace the equipment to ensure optimum system performance.

### **Term of Agreement**

This Agreement is effective upon the date signed, shall remain in force for one year (“Initial Term”). Any adjustments or modifications to the terms herein must be made in writing as an amendment to this Agreement and must be signed by Client and ImageNet.

- ▶ This Agreement automatically renews for subsequent annual terms beginning on the day immediately following the end of the Initial Term unless either party gives the other thirty (30) day’s prior written notice of its intent not to renew this Agreement.
- ▶ This Agreement may be terminated by either party if the other Party:
  - ▽ Breaches any material term or condition of this Agreement and fails to remedy such breach within ninety (90) days of receipt of such written notice; or
  - ▽ Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.
- ▶ If either party terminates this Agreement, ImageNet will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay ImageNet the actual costs of rendering such assistance. Actual costs could include but are not limited to: Training, data transfer, license transfers or equipment de-installation.
- ▶ Client agrees to allow ImageNet to assign, delegate, and subcontract services to third party competent contractors approved by ImageNet.

### **Taxes**

It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. Client shall pay any such taxes unless a valid exemption certificate is furnished to ImageNet for the state of use.

### **Limitation of Liability**

In no event shall ImageNet be held liable for indirect, special, incidental or consequential damages arising under this contract, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs.

ImageNet or its suppliers shall not be liable for any indirect, incidental, consequential, punitive, economic or property damages whatsoever (including any damages for loss of business profits, business interruption, loss of data or other pecuniary loss) arising out of this Agreement

### **Confidentiality**

ImageNet and its agents may use Client information, as necessary to or consistent with providing the contracted services, and will use best efforts to protect against unauthorized use.

### **Miscellaneous**

This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Oklahoma. Jurisdiction and venue shall exclusively lie in the County of Oklahoma, City of Oklahoma City. It constitutes the entire Agreement between Client and ImageNet for services listed in “Appendix B”. This agreement can be modified by a signed written Addendum by both parties.

If any collection action litigated or otherwise, is necessary to enforce the terms of this agreement, ImageNet shall be entitled to reasonable attorneys’ fees and costs in addition to any other relief to which it may be entitled.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

ImageNet is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God.

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their duly authorized representatives as of the date set forth below.

**Fees and Payment Schedule**

- ▶ Fees will be \$ 11,867.30 per year plus applicable taxes, invoiced to Client on an annual basis, and will become due and payable on the first day of the renewal month. Services will be suspended if payment is not received within 10 days following the date due. Refer to Appendix B for ImageNet Services covered by the annual fee under the terms of this Agreement. Any additions to the current system at any future time will be added to the annual fee.
- ▶ It is understood that any and all Services requested by Client that fall outside of the terms of this Agreement will be considered Projects, and will be quoted and billed as separate, individual Services.
- ▶ ImageNet Consulting, LLC reserve the right to increase contract rates annually, not to exceed 10% of the previous contract year fees and payments.

**Accepted by:**

---

Authorized Signature

<<CLIENT NAME>>

Date

*David Wails*

---

Authorized Signature

ImageNet Consulting

6/16/2023

Date

## Appendix A

### Response and Resolution Times

The following table shows the targets of response and resolution times for each priority level:

Trouble	Priority	Response time (in hours) *	Resolution time (in hours) *	Escalation threshold (in hours)
Service not available (all users and functions unavailable).	1	Within 1 hour	ASAP – Best Effort	2 hours
Significant degradation of service (large number of users or business critical functions affected)	2	Within 4 hours	ASAP – Best Effort	8 hours
Limited degradation of service (limited number of users or functions affected, business process can continue).	3	Within 24 hours	ASAP – Best Effort	48 hours
Small service degradation (business process can continue, one user affected).	4	Within 48 hours	ASAP – Best Effort	96 hours

### Support Tiers

The following details and describes our Support Tier levels:

Support Tier	Description
Tier 1 Support	All support incidents begin in Tier 1, where the initial trouble ticket is created, and the issue is identified and clearly documented, and basic hardware/software troubleshooting is initiated. Support provided by ImageNet
Tier 2 Support	All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on hardware/software issues can be provided by more experienced Engineers. Support provided by ImageNet & Vendor
Tier 3 Support	Support Incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3, where support is provided by the most qualified and experienced Engineers who have the ability to collaborate with 3 <sup>rd</sup> Party (Vendor) Support Engineers to resolve the most complex issues.

### Service Request Escalation Procedure

- ▶ Support Request is Received
- ▶ Trouble Ticket is Created
- ▶ Issue is Identified and documented in Help Desk system
- ▶ Issue is qualified to determine if it can be resolved through Tier 1 Support

#### If issue can be resolved through Tier 1 Support:

- ▶ Level 1 Resolution - issue is worked to successful resolution
- ▶ Quality Control –Issue is verified to be resolved
- ▶ Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

#### If issue cannot be resolved through Tier 1 Support:

- ▶ Issue is escalated to Tier 2 Support
- ▶ Issue is qualified to determine if it can be resolved by Tier 2 Support

---

**If issue can be resolved through Tier 2 Support:**

- ▶ Level 2 Resolution - issue is worked to successful resolution
- ▶ Quality Control –Issue is verified to be resolved
- ▶ Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

**If issue cannot be resolved through Tier 2 Support:**

- ▶ Issue is escalated to Tier 3 Support
- ▶ Issue is qualified to determine if it can be resolved through Tier 3 Support

**If issue can be resolved through Tier 3 Support:**

- ▶ Level 3 Resolution - issue is worked to successful resolution
- ▶ Quality Control –Issue is verified to be resolved
- ▶ Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

**If issue cannot be resolved through Tier 3 Support:**

- ▶ Issue is escalated to Onsite Support
- ▶ Issue is qualified to determine if it can be resolved through Onsite Support

**If issue can be resolved through Onsite Support:**

- ▶ Onsite Resolution - issue is worked to successful resolution
- ▶ Quality Control –Issue is verified to be resolved
- ▶ Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

**Appendix B – Price Breakdown**

Qty	Item #	Description	Total
Annual Laserfiche Software Assurance Program renewal for license fees, updates and support for year August 20, 2023 thru August 19, 2024. Your current LSAP expires August 19, 2023			
38	ENF20B	Rio Named Full Users LSAP	\$ 7,866.00
38	ECNCB	Laserfiche Connector LSAP	\$ 393.30
1	IAB	Import Agent LSAP	\$ 300.00
1	QC1B	Quick Fields Core LSAP	\$ 1,000.00
1	QC5B	Quick Fields LSAP	\$ 150.00
1	SC05B	ScanConnect 5-Pack LSAP	\$ 158.00
10		Block Time Hours	\$ 2,000.00
Basic renewal includes: New releases & product updates, 2 Aspire classes, Helpdesk Support, 2nd level support Laserfiche Engineers, 24/7 access to Knowledge Base articles, discussion forums and education resources on the Laserfiche Support Site		Total Amount (not including applicable sales taxes)	\$ 11,867.30

**Software (Software Upgrades, Remote Technical Support All Tiers)**

**Service Rates**

Labor	Rate
Remote Help Desk 8am-5pm M-F (30 minutes per ticket)	INCLUDED
Remote Software Access/Fix 8am-5pm M-F (30 minutes per ticket)	INCLUDED
Remote Administrator Assistance 8am-5pm M-F (30 minutes per ticket)	INCLUDED
Remote Scanner Assistance 8am-5pm M-F (30 minutes per ticket)	INCLUDED
Tier 2 Software Manufacturer Support	INCLUDED
Remote Help Desk (after 30 minutes billed in 15 min. increments) 8:00 am-5pm M-F	\$200/hr.
Remote Software Access Technical/Fix (after 30 minutes billed in 15 min. increments) 8:00 am-5pm M-F	\$200/hr.
Remote Administrator Assistance (after 30 minutes billed in 15 min. increments) 8:00 am-5pm M-F	\$200/hr.
Remote Capture Assistance (after 30 minutes billed in 15 min. increments) 8:00 am-5pm M-F	\$200/hr.
Remote Workflow/Issues (after 30 minutes billed in 15 min. increments) 8:00 am-5pm M-F	\$250/hr.
Remote Migration/Issues (after 30 minutes billed in 15 min. increments) 8:00 am-5pm M-F	\$250/hr.
On site Technical/Issues Labor 8:00 am – 5:00 pm (1 hour minimum)	\$200/hr.
Onsite Workflow and Migration/Issues Labor 8:00 am – 5:00 pm (1 hour minimum)	\$250/hr.
Onsite Labor All Other Times (1-Hr Minimum)	\$ Time and a half/hr.

**Hardware**

Servers, scanners and other hardware are covered under warranty or separate maintenance agreement.

**BETHANY CITY COUNCIL**

**From:** Michael Vaughn, Finance Director  
**Date:** July 12, 2023  
**Subject:** Consideration and Possible Action Approving Engagement Letter with Crawford & Associates for the Fiscal Year ending June 30, 2024

**BACKGROUND**

Good governance and Oklahoma state law require an annual audit of our financial statements. Crawford & Associates have assisted the City of Bethany in preparation of the financial statements and other work for several years.

Crawford's work has been and will continue to be extremely beneficial to the City of Bethany. City Staff wants to continue this relationship for the next fiscal year.

**RECOMMENDATION**

1. Approve the appointment and authorize the mayor to sign the document on behalf of the City of Bethany.

**ADDITIONAL COMMENTS**

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



March 5, 2023

Mr. Michael Vaughn, Finance Director  
City of Bethany, OK  
6700 N.W. 36<sup>th</sup> Street  
Bethany, OK 73008

Dear Mr. Vaughn:

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

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

### Scope of Services

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

#### Scope of Available Services

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

#### Initial Services Requested

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

**Services Related to the Preparation of Annual Financial Statements**

You have requested that we prepare the annual financial statements of the financial reporting entity of the City of Bethany, Oklahoma as of and for the year ended June 30, 2023. Such financial statements will include:

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

*Crawford & Associates' Responsibilities*

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

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

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

*Management Responsibilities*

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

- a. The selection of accounting principles generally accepted in the United States of America as the preparative financial reporting framework to be applied in the preparation of the financial statements
- b. The prevention and detection of fraud
- c. To ensure that the entity complies with the laws and regulations applicable to its activities
- d. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements

e. To provide us with:

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

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

#### **Other Requested and Available Services**

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

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

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

#### **Access to Working Papers and Reports**

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

#### **Fees and Costs**

Fees and out-of-pocket expenses for this engagement will be billed as the work progresses and payable upon receipt of our invoices. Out-of-pocket expenses include such costs incurred by Crawford & Associates in providing the services including travel, lodging, telecommunications, printing, document reproduction, and the like.

Our fees for these services will be billed at our standard hourly rates, as follows, for the individual performing such services based on the actual number of hours of work, including travel time, performed by that individual.

Standard Hourly Rates:

- Firm President \$265
- Shareholders \$180
- Senior Managers \$160
- Managers \$140
- Senior Professional Staff \$120
- Professional Staff \$80
- Clerical Staff \$50

Because Crawford & Associates has no direct control over the type and amount of services requested by the management or the governing body during the term of this engagement, nor does Crawford & Associates have direct control over the quality of your accounting system or records, potential turnover of your staff, or your staffing levels, resources, or capabilities, it is impractical for us to provide an accurate amount of hours that will be required for the services requested or a not-to-exceed limit on fees and expenses charged. We will rely on you to provide us with a copy of approved purchase orders, containing estimated fees and expenses, monitor the cumulative fees and expenses charged, and notify us if and when the cumulative amount approaches the total appropriated level estimated. You also agree to provide sufficient appropriation for all services requested prior to the services being performed. For purposes of purchase order preparation, we will be glad to provide you with an estimated range of fees and expenses upon request. In the event we complete FY 2023 prior to the end of FY 2024, we may begin interim preparations in the spring of 2024 to facilitate a more timely issuance of FY 2024's financial statements.

The term of this engagement is a period from July 1, 2023 through June 30, 2024. Crawford & Associates may perform additional services upon receipt of a formal request from management or the governing body with terms and conditions that are acceptable to both parties.

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

**Acceptance**

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

Respectfully submitted and agreed to by,



Frank Crawford  
Crawford and Associates, P.C.

**Accepted and agreed to for the City of Bethany:**

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Agenda: 07/13/2023**  
**Item: 5**  
**BPWA Item: 2**

**BETHANY CITY COUNCIL**  
**BETHANY PUBLIC WORKS AUTHORITY**

**From:** Elizabeth A. Gray, City Manager  
**Date:** July 11, 2023  
**Subject:** Discuss and Consider approving a resolution to recognize and declare that an emergency exists and authorize the City Manager to apply for a grant from the Oklahoma Water Resources Board (OWRB) in the amount of \$100,000

BACKGROUND

Resolution 1679 comes to Council to consider approving the City Manager applying for an Emergency Grant from the Oklahoma Water Resources Board (OWRB). On July 8, 2023, the City of Bethany experienced a significant rain event that washed the soil from underneath a 12-inch concrete water line. The line collapsed at the very busy 23<sup>rd</sup> and Council intersection. Most of the town was without water for a period of time until water loss could be slowed. The pipe both upstream and downstream of this break needs replaced to prevent further occurrences such as this one which could be imminent. The City of Bethany does not have funding for this repair identified in our current budget.

OWRB requires a resolution from the City Council that recognizes and declares the emergency and authorizes staff to file a grant application. If this application is successful, the grant will help defray costs associated with these emergency repairs.

RECOMMENDATION

1. Approve Resolution No. 1679 as presented.



ADDITIONAL COMMENTS

**RESOLUTION NO. 1679**

**A RESOLUTION OF THE CITY OF BETHANY, OKLAHOMA AUTHORIZING APPLICATION FOR AN EMERGENCY GRANT FROM THE OKLAHOMA WATER RESOURCES BOARD (OWRB)**

WHEREAS, the following circumstances have made it justifiable to apply for OWRB emergency grant funds; On July 8, 2023, the City of Bethany experienced a significant rain event that washed the soil from underneath a 12-inch concrete water line. The line collapsed at the very busy 23<sup>rd</sup> and Council intersection. Most of the town was without water for a period until the water loss could be slowed. The pipe both upstream and downstream of this break need replaced to prevent further occurrences such as this one which could be imminent. The City of Bethany does not have funding for this repair identified in our current budget.

WHEREAS, it is in the best interest of the citizens the City of Bethany to expedite the preparation and submission of an application for financial assistance from the Oklahoma Water Resources Board in the form of an emergency grant.

NOW THEREFORE, BE IT RESOLVED that a situation is hereby recognized and declared to exist in the City of Bethany, and by reason thereof, Nikki Lloyd, Mayor of the City of Bethany, is hereby authorized and directed to sign an application and related documents necessary to file and process a grant application with the Oklahoma Water Resources Board on behalf of the City of Bethany.

PASSED AND APPROVED by the City Council of the City of Bethany, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

Nikki Lloyd, Mayor  
City of Bethany, Oklahoma

ATTEST:

\_\_\_\_\_  
Michael Vaughn, City Clerk

(SEAL)

**Agenda: 07/18/2023**  
**Item: 6**  
**BPWA Item: 3**

**BETHANY CITY COUNCIL**  
**BETHANY PUBLIC WORKS AUTHORITY**

**From:** Elizabeth Gray, City Manager  
**Date:** July 12, 2023  
**Subject:** Approval of Southwest Water Works, LLC Contract for ARPA Water Meter Automation Improvements and Amendment No. 1 to the Contract

BACKGROUND

The City of Bethany passed Resolution No. 1662 giving permission to apply for and match a \$1.5M grant to make improvements to and replace aging, manual read meters and service lines in the City of Bethany with new automated meters. This replacement project will initially focus on the oldest parts of town. The City was notified of the successful award of this grant, which the City will match with \$1.5M. For a total project of 3M.

On November 10, 2022, the City of Bethany advertised a request for qualifications for City Engineering services for this project. On December 20, 2022, the council awarded the successful Request for qualifications to TEIM Design.

On February 21, 2023, City Council approved the contract for Engineering services and design to TEIM Design.

On June 6, 2023 – Council voted to initiate the bid process and authorize staff to open bids.

The project has now been bid. City Staff and Engineers recommend awarding the construction contract to Southwest Water Works, LLC for the base bid only in an amount of \$2,702,240.00 as the lowest responsive bidder. City Staff and Engineers also recommend a deduct Amendment No. 1 to the contract in the amount of \$157,700.00 for a new contract price of \$2,544,540.00.

RECOMMENDATION

1. Authorize Mayor to sign the Construction Contract awarding the base bid only to Southwest Water Works, LLC in the amount of \$2,702,240.00; and authorize the Mayor to sign the deduct Amendment No. 1 in an amount of \$157,700.00 for a new contract amount of \$2,544,540.00.

ADDITIONAL COMMENTS





TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

July 11, 2022

City of Bethany  
Ms. Elizabeth Gray  
6700 NW 36<sup>th</sup> Street  
Bethany, Oklahoma 73008

Re: Water Meter Automation Improvements

Dear Ms. Gray,

Attached for your review and disposition please find the BID Tabulation for the above-mentioned project. The bids were received, June 29, 2023, and all bid bonds and affidavits were found to be in order. All three bids were tabulated from the contractors detailed bid form submitted with the bid.

Therefore, we recommend the award of the contract to Southwest Water Works, LLC for the base bid only in the amount of \$2,702,240.00.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'RW', written over a faint, larger version of the same signature.

Robbie Williams, PE

Attachment: Contract, Bonds, and Insurance Certificate  
Bid Tab

## CONSTRUCTION CONTRACT

This Contract is made and entered into on the 18th day of July, 2023, by and between the City of Bethany, an Oklahoma Municipal Corporation, hereinafter called "City," and Southwest Water Works, LLC, a(n) \_\_\_\_\_, hereinafter called "Contractor."

### WITNESSETH:

WHEREAS, in accordance with the Charter of the City of Bethany and the Public Competitive Bidding act of 1974, 61 Okla. Stat. §§ 101 et seq. (hereinafter collectively referred to as "local and state law"), the City has caused to be prepared certain plans, specifications, and other bidding documents (the "Bidding Documents") for the work hereinafter described; and,

WHEREAS, in accordance with local and state law, the City has approved and adopted all of said Bidding Documents and has caused a Solicitation for Bids to be given and advertised and has received sealed bids for the furnishing of all labor and materials for:

### WATER METER AUTOMATION IMPROVEMENTS

as outlined and set out in the Bidding Documents and in accordance with the terms and provisions of this Contract; and,

WHEREAS, Contractor, in response to said Solicitation for Bids, has submitted to the City, in the manner and at the time specified, a sealed bid in accordance with the terms of the Bidding Documents; and,

WHEREAS, the City, in the manner provided by local and state law, has publicly opened, examined and canvassed the bids submitted and has determined and declared the above-named Contractor to be the lowest responsible bidder on the above-described project; and,

WHEREAS, the City has duly awarded this Contract to said Contractor, for the sum named in the bid, to-wit:

**Two million seven hundred and two thousand two hundred forty and no/100 Dollars**  
**(\$2,702,240.00).**

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions herein stated and in consideration of the mutual benefits, which will accrue to the parties, the sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. **Incorporation of Bidding Documents.** This Contract hereby incorporates, as if fully set out herein, the Plans, Specifications, General Provisions, Special Provisions, Contractor's Proposal and any and all Addendums issued. All of these documents have been provided to and/or by the Contractor and are on file in the Office of the City Clerk of the City of Bethany. Hereinafter, these documents shall be collectively referred to as "Bidding Documents."
2. **Engagement of Contractor.** The City hereby engages Contractor to perform certain construction services for the benefit of the City. Contractor accepts such engagement pursuant to the terms and conditions set forth herein. The Contractor 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.

3. Scope of Engagement. Contractor shall, in a good and first-class, workmanlike manner, at its own cost and expense, furnish all labor, materials, tools and equipment required to perform and complete said work in strict accordance with the Bidding Documents, with the following additions and/or exceptions: (if none, so state.)
4. Payments to Contractor. The City shall make payments to the Contractor only after approval of the City Council. Contractor's invoice must be accompanied by signed affidavit as required by Oklahoma Statutes.
5. Bargaining. The City and the Contractor have had the opportunity to seek independent legal counsel before entering into this Contract. The language of this Contract shall be construed simply, according to its fair meaning, and not strictly for or against either party.
6. Hold Harmless. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City of Bethany from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the project, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, other than the project itself, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph. In claims against any person or entity indemnified under this Paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workmen's compensation acts.
7. Third Party Beneficiaries. Nothing in this Contract, expressed or implied, is intended to confer upon any person other than the parties hereto and their respective assigns, any rights or remedies under or by reason of this Contract, except as provided expressly herein.
8. Notices. Whenever a notice is required to be given in writing and under the terms of this Contract, or any extension hereunder, such notice shall either be hand-delivered or mailed by certified mail, return receipt requested, and directed to the respective parties at the following addresses:

If to the City:

City of Bethany  
6700 NW 36th Street  
Bethany, OK 73008

If to Contractor:

Southwest Water Works, LLC.  
201 NW 132nd Street  
OKC, OK 73114

or at such other address as a party shall specify by like notice to the other party hereto. Notices shall be effective on the date of delivery.

9. **Counterparts.** This Contract may be executed in any number of counterparts, and when each party has signed and delivered to the other at least one (1) such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one (1) agreement; provided, however, this Contract shall not be binding upon the parties hereto until signed by all of the parties.
10. **Integration and Amendments.** This Contract constitutes the entire agreement between the parties and may not be amended, altered, modified or changed in any way except in writing signed by all parties to this Contract and which specifically references this Contract. There are no other agreements, representations or warranties, whether oral or written, regarding the subject matter of this Contract. No course of dealings involving the parties hereto and no usage of trade shall be relevant or admissible to interpret, supplement, explain or in any way vary any of the terms expressly set forth in this Contract. Any amendment to this Contract shall be attached to this Contract and all of the terms in this Contract not addressed in the amendment shall remain in full force and effect.
11. **Binding Effect.** This Contract binds the parties and any successors and assigns of the parties. The contract becomes effective only upon submission of a signed and notarized non-collusion affidavit.
12. **Severability.** If any one or more of the sections, sentences, clauses, or parts be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not affect nor prejudice the applicability and validity of any other provision of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on the day and year last written below.

The City of Bethany,  
an Oklahoma Municipal Corporation

\_\_\_\_\_  
Mayor's Signature

\_\_\_\_\_  
Date

(SEAL)

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

Southwest Water Works, LLC

Contractor

a(n)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title



ATTEST:

Jennifer Bernhart  
Secretary and/or Witness

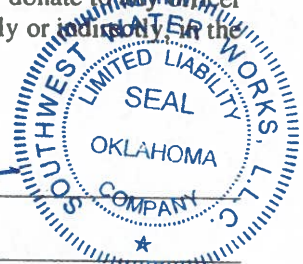
NON-COLLUSION AFFIDAVIT

State of Oklahoma )  
County of Oklahoma ) ss.

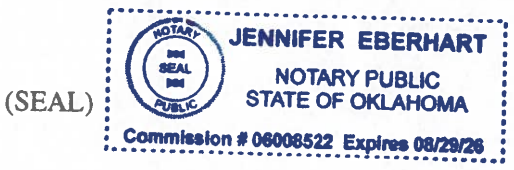
Paul Matthews, of lawful age, being first duly sworn, on oath, says that (s)he is the agent authorized by the Contractor to submit the above Contract to the City of Bethany, Oklahoma. Affiant further states that Contractor has not paid, given or donated, or agreed to pay give or donate to any officer or employee of the City of Bethany, any money or other valuable thing, either directly or indirectly, in the procuring of this Contract.

Paul Matthews  
Signature

Paul Matthews  
Printed Name/Title Managing Member



Subscribed and sworn to before me this 6th day of July, 2023



Jennifer Eberhart  
Notary Public

My Commission Expires: 08.29.26  
My Commission Number: 06008522

**CONSTRUCTION BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, Southwest Water Works, LLC., as Principal, and Fidelity and Deposit Company of Maryland, as Surety, are held and firmly bound unto the CITY OF BETHANY of the State of Oklahoma and the State of Oklahoma, hereinafter referred to as the Government, in the full and just sum Of Two million seven hundred and two thousand two hundred forty dollars and zero cents (\$2,702,240.00) for the payment of which, well and truly to be made, we and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 18th day of July, A.D., 2023.

The conditions of this obligation are such, that whereas, said Principal is the lowest and best bidder for the making of the following municipal work and improvement, viz:

**WATER METER AUTOMATION IMPROVEMENTS  
CITY OF BETHANY, OKLAHOMA**

and has entered into a certain written contract with the CITY OF BETHANY on the 18<sup>th</sup> day of July, 2023, for the erection and construction of said work and improvement all in compliance with the plans and specifications therefor, made a part of said contract and on file in the office of the City Clerk, and said contract is hereby made a part and parcel of this bond as if literally written herein.

NOW, THEREFORE, if the said Principal, Southwest Water Works, LLC, shall fully and faithfully execute the work and perform said contract according to its terms, conditions and covenants, and in exact accordance with the bid of said Principal, and according to certain plans and specifications heretofore made, adopted and placed on file in the office of the City Clerk of THE CITY OF BETHANY and shall promptly pay or cause to be paid, all labor, material and/or repairs and all bids for labor performed on said work, whether by sub-contract or otherwise; and shall protect and save harmless the said Government and all interested property owners against all claims, demands, causes of action, losses or damage, and expense to life or property suffered or sustained by any person, firm or corporation by reason of negligence of the Principal or his or its agents, servants, or employees in the construction of said work, or by or in consequence of any improper execution of the work or act of omission or use of inferior materials by said Principal, or his or its agents, servants, or employees; and shall protect and save the Government harmless from all suits and claims of infringement or alleged infringement of patent rights or processes, then this obligation shall be void. Otherwise this obligation shall remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers; and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

Southwest Water Works, LLC.

ATTEST:

Jennifer Berham  
Secretary

By [Signature]  
Principal

ATTEST:

Fidelity and Deposit Company of Maryland

Becky Killman  
~~Secretary~~ Becky Killman, Witness

By [Signature]  
Surety Deborah L. Raper, Attorney-in-Fact

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_.

\_\_\_\_\_  
City Attorney

**STATUTORY BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, Southwest Water Works, LLC., as Principal, and Fidelity and Deposit Company of Maryland, as Surety, are held and firmly bound unto the STATE OF OKLAHOMA in the sum of Two million seven hundred and two thousand two hundred forty dollars and zero cents (\$2,702,240.00), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 18th day of July, A.D., 2023.

The conditions of this obligation are such, that whereas, the above Bonded Principal Southwest Water Works, LLC. is the lowest and best bidder for the making of the following municipal work and improvements, viz:

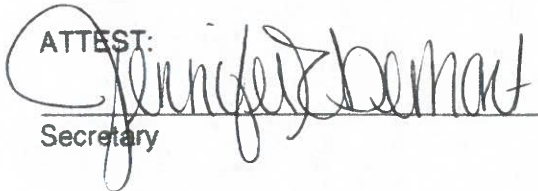
**WATER METER AUTOMATION IMPROVEMENTS  
CITY OF BETHANY, OKLAHOMA**

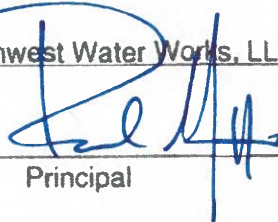
and has entered into a certain written contract with the CITY OF BETHANY on the 18<sup>th</sup> day of July, 2023, for the erection and construction of said work and improvement, in exact accordance with the bid of said Principal, and according to certain plans and specifications heretofore made, adopted and placed on file in the office of the City Clerk of the CITY OF BETHANY.

NOW, THEREFORE, if the said Principal, shall fail or neglect to pay all indebtedness incurred by said Principal or subcontractor of said Principal who perform work in the performance of such, for labor and materials furnished by any supplier and consumed in the performance of said contract, and such repairs to and rental of machinery and equipment as may be furnished by a sub-contractor or to the person or persons contracting with this Authority within thirty (30) days after the same becomes due and payable, the person, firm or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid.


It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers; and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

ATTEST:  
  
Secretary

Southwest Water Works, LLC.  
By   
Principal

ATTEST:  
  
Secretary Becky Killman, Witness

Fidelity and Deposit Company of Maryland  
By   
Surety Deborah L. Raper, Attorney-in-Fact

Approved as to form this \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_.

\_\_\_\_\_  
City Attorney

**MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, Southwest Water Works, LLC., as Principal, and Fidelity and Deposit Company of Maryland, as Surety, are held and firmly bound unto the CITY OF BETHANY of the State of Oklahoma, in the full and just sum of Two million seven hundred and two thousand two hundred forty dollars and zero cents (\$2,702,240.00), such sum being equal to the contract amount for a period of one (1) year and thereafter for a period of one (1) year for the sum of Four hundred and five thousand three hundred thirty six dollars and zero cents (\$405,336.00), such sum being not less than 15% of the contract price, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 18th day of July, A.D., 2023.

The conditions of this obligation are such, that whereas, said Principal, has a certain contract between Southwest Water Works, LLC. and the CITY OF BETHANY dated this 18<sup>th</sup> day of July, 2023, agreed to construct in the City of Bethany:

**WATER METER AUTOMATION IMPROVEMENTS  
CITY OF BETHANY, OKLAHOMA**

all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the office of the City Clerk of the City of Bethany; and to maintain the said improvement in the amounts set forth above against any failure due to workmanship or material for a period of **two (2) year** from the date of acceptance of the completed project by the CITY OF BETHANY.

NOW, THEREFORE, if the said Principal shall pay or cause to be paid to the Authority all damage, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of **two (2) years** from and after acceptance of said project by the Authority; and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all sub-contractors; and if Principal shall save and hold the Authority harmless from all damages, loss, and expense occasioned by or resulting from any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

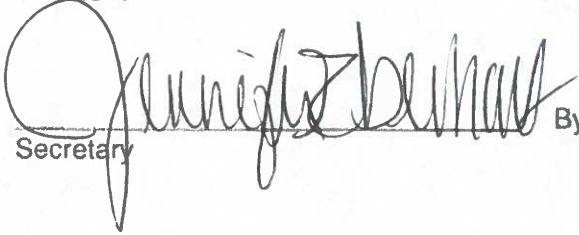
It is further agreed that if the said Principal or Surety herein shall fail to maintain said improvements against any failure due to defective workmanship and/or materials for a period of **two (2) years** and at any time repairs shall be necessary that the cost of making repairs shall be determined by the CITY OF BETHANY, or some person(s) designated by them to ascertain the same, and if, upon thirty (30) days notice, the said amount ascertained shall not be paid by the Principal or Surety herein, or if the necessary repairs are not made, that said amount shall become due upon the expiration of thirty (30) days and suit may be maintained to recover the amount so determined in any Court of competent jurisdiction. And that the amount so determined shall be conclusive upon the parties as to the amount due on this bond for the repair or repairs included therein, and that the cost of all repairs shall be so determined from time to time during the life of this bond as the condition of the improvements may require.

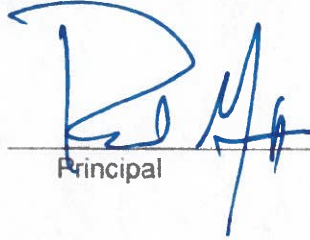
It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

Southwest Water Works, LLC.

ATTEST:

  
Secretary

By   
Principal

ATTEST:

Fidelity and Deposit Company of Maryland

  
~~Secretary~~ Becky Killman, Witness

By   
Surety Deborah L. Raper, Attorney-in-Fact

Approved as to form this \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_.

\_\_\_\_\_  
City Attorney

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and Clayton HOWELL, Vicki Wilson, Austin K. GREENHAW, J. Kelly DEER, Shelli R. SAMSEL, Travis E. BROWN, Jamie BURRIS, Vaughn P. GRAHAM, Vaughn P. GRAHAM, JR., Stephen M. POLEMAN, Deborah L. RAPER, Dwight A. PILGRIM, Gary LILES, Randy D. WEBB, Bobby Joe YOUNG, Aaron WOOLSEY, Carey L. KENNEMER, Kristin LEWIS, Joshua BRYAN of Tulsa, Oklahoma, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 27th day of October, A.D. 2022.



**ATTEST:**  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 27th day of October, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 18th day of July, 2023.



*MJ Pethick*  
By: Mary Jean Pethick  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:  
[reportsfclaims@zurichna.com](mailto:reportsfclaims@zurichna.com)

**Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790**





CITY OF BETHANY - WATER METER AUTOMATION IMPROVEMENTS  
 BID TABULATION - JUNE 29, 2023

Summary of Pay Quantities - Alternate No. 2					ENGINEER'S ESTIMATE		SW Water Works, LLC		Brewer Construction Oklahoma LLC		Luckinbill Construction Co LLC	
Item Number	Lot Name	Title	Quantity	Unit	Unit Price	Total Price	Unit Price		Unit Price	Total Price	Unit Price	Total Price
1	Alt. No. 2	AUDIO-VIDEO RECORDING PRE- AND POST CONSTRUCTION	1.00	lump sum	\$500.00	\$500.00	\$7,000.00	\$7,000.00	\$663.00	\$663.00	\$3,000.00	\$3,000.00
2	Alt. No. 2	SINGLE SHORT SERVICE (5/8 INCH) (8 INCH CONNECTION) (WATERLINE OUTSIDE OF PAVEMENT)	19.00	each	\$3,300.00	\$62,700.00	\$4,200.00	\$176,400.00	\$3,358.00	\$63,802.00	\$3,500.00	\$66,500.00
3	Alt. No. 2	SINGLE LONG SERVICE (5/8 INCH) (8 INCH CONNECTION) (WATERLINE OUTSIDE OF PAVEMENT)	15.00	each	\$3,800.00	\$57,000.00	\$5,000.00	\$100,000.00	\$4,657.00	\$69,855.00	\$6,500.00	\$97,500.00
4	Alt. No. 2	COST FOR 2 YEARS OF SOFTWARE AS A SERVICE FOR METER DATA MANAGEMENT, METER READING, TRAINING, CUSTOMER INTERFACE PORTAL, AND ALL SUPPORT EXPENSES FOR METER TO READ BY DCU NETWORK AND CELLULAR NETWORK	34.00	each	\$100.00	\$3,400.00	\$70.00	\$4,340.00	\$16.00	\$544.00	\$20.00	\$680.00
5	Alt. No. 2	TRAFFIC CONTROL	1.00	lump sum	\$20,000.00	\$20,000.00	\$2,500.00	\$2,500.00	\$1,300.00	\$1,300.00	\$3,000.00	\$3,000.00
6	Alt. No. 2	REMOVE AND REPLACE CONCRETE CURB AND GUTTER (IN LIKE KIND)	200.00	linear foot	\$50.00	\$10,000.00	\$65.00	\$11,700.00	\$59.00	\$11,800.00	\$52.00	\$10,400.00
7	Alt. No. 2	REMOVE AND REPLACE CONCRETE SIDEWALK (IN LIKE KIND) (4-INCH THICK)	60.00	square yard	\$150.00	\$9,000.00	\$85.00	\$9,435.00	\$85.00	\$5,100.00	\$145.00	\$8,700.00
<b>ALTERNATE NO.2 TOTAL</b>						<b>\$162,600.00</b>		<b>\$311,375.00</b>		<b>\$153,064.00</b>		<b>\$189,780.00</b>
Summary of Pay Quantities - Alternate No. 3					ENGINEER'S ESTIMATE		SW Water Works, LLC		Brewer Construction Oklahoma LLC		Luckinbill Construction Co LLC	
Item Number	Lot Name	Title	Quantity	Unit	Unit Price	Total Price	Unit Price		Unit Price	Total Price	Unit Price	Total Price
1	Alt. No. 3	AUDIO-VIDEO RECORDING PRE- AND POST CONSTRUCTION	1.00	lump sum	\$500.00	\$500.00	\$7,000.00	\$7,000.00	\$761.00	\$761.00	\$3,000.00	\$3,000.00
2	Alt. No. 3	SINGLE SHORT SERVICE (5/8 INCH) (8 INCH CONNECTION) (WATERLINE OUTSIDE OF PAVEMENT)	21.00	each	\$3,300.00	\$69,300.00	\$4,200.00	\$88,200.00	\$3,380.00	\$70,980.00	\$3,500.00	\$73,500.00
3	Alt. No. 3	SINGLE LONG SERVICE (5/8 INCH) (8 INCH CONNECTION) (WATERLINE OUTSIDE OF PAVEMENT)	18.00	each	\$3,800.00	\$68,400.00	\$5,000.00	\$90,000.00	\$4,553.00	\$81,954.00	\$6,500.00	\$117,000.00
4	Alt. No. 3	COST FOR 2 YEARS OF SOFTWARE AS A SERVICE FOR METER DATA MANAGEMENT, METER READING, TRAINING, CUSTOMER INTERFACE PORTAL, AND ALL SUPPORT EXPENSES FOR METER TO READ BY DCU NETWORK AND CELLULAR NETWORK	39.00	each	\$100.00	\$3,900.00	\$70.00	\$2,730.00	\$16.00	\$624.00	\$20.00	\$780.00
5	Alt. No. 3	TRAFFIC CONTROL	1.00	lump sum	\$20,000.00	\$20,000.00	\$2,500.00	\$2,500.00	\$1,300.00	\$1,300.00	\$3,000.00	\$3,000.00
6	Alt. No. 3	REMOVE AND REPLACE CONCRETE CURB AND GUTTER (IN LIKE KIND)	170.00	linear foot	\$50.00	\$8,500.00	\$65.00	\$11,050.00	\$59.00	\$10,030.00	\$52.00	\$8,840.00
7	Alt. No. 3	REMOVE AND REPLACE CONCRETE SIDEWALK (IN LIKE KIND) (4-INCH THICK)	60.00	square yard	\$150.00	\$9,000.00	\$85.00	\$5,100.00	\$85.00	\$5,100.00	\$145.00	\$8,700.00
<b>ALTERNATE NO.3 TOTAL</b>						<b>\$179,600.00</b>		<b>\$206,580.00</b>		<b>\$170,749.00</b>		<b>\$214,820.00</b>
<b>BASE BID PLUS ALTERNATE NO 1 AND 2 AND 3</b>						<b>\$3,117,500.00</b>		<b>\$3,512,735.00</b>		<b>\$3,274,416.00</b>		<b>\$3,578,200.00</b>
<b>CONSTRUCTION BUDGET</b>						<b>\$2,568,000.00</b>						
add deduct for stainless steel joint clamp												



TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

July 10, 2023

Ms. Elizabeth Gray  
City of Bethany  
6700 NW 36<sup>th</sup> Street  
Yukon, OK 73008

Re: Water Meter Automation Project  
Amendment No. 1

Dear Ms. Gray:

I. AMENDMENT NO. 1 - SCOPE AND JUSTIFICATION

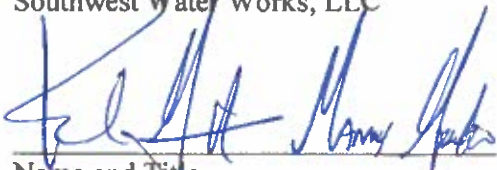
The scope of Amendment No. 1 is to amend the existing bid pay item quantities for the adjustment in the work. It has been determined there are 29-meter locations that do not require a new service line from the existing water main to the existing water meter can. The 29 locations only require a new meter be set in the existing meter can.

II. COST ESTIMATE

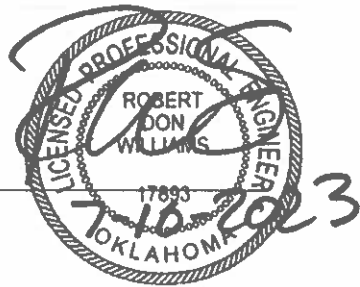
See Attachment A for the cost breakdown for the deduct Amendment No. 1.

Original Contract Amount:	\$2,702,240.00
Amendment No. 1 (Deduct):	(\$157,700.00)
Revised Contract Amount:	\$2,544,540.00

The above and foregoing is hereby accepted this 11<sup>th</sup> day of July 2023 and the undersigned agrees to perform the work as so indicated in this Amendment No. 1 with said adjustments in the contract sum.

Southwest Water Works, LLC  
  
Name and Title

The prices shown for the Amendment were established by competitive bidding in the original contract and not subject to the Oklahoma Competitive Bidding Act.

Robbie Williams, P.E.  


\_\_\_\_\_  
City Attorney

**APPROVED** by Council of the City of Bethany this \_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

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

\_\_\_\_\_  
MAYOR

ATTACHMENT "A"  
CITY OF BETHANY - WATER METER AUTOMATION IMPROVEMENTS

Amendment No. 1 - Base Bid					
Item Number	Title	Quantity	Unit	Unit Price	TOTAL
5	SINGLE SHORT SERVICE (5/8 INCH) (6 INCH CONNECTION) (WATERLINE UNDER PAVEMENT)	(4.00)	each	\$5,750.00	(\$23,000.00)
6	SINGLE LONG SERVICE (5/8 INCH) (6 INCH CONNECTION) (WATERLINE UNDER PAVEMENT)	(13.00)	each	\$7,750.00	(\$100,750.00)
7	SINGLE SHORT SERVICE (5/8 INCH) (6 INCH CONNECTION) (WATERLINE OUTSIDE OF PAVEMENT)	(6.00)	each	\$4,000.00	(\$24,000.00)
8	SINGLE LONG SERVICE (5/8 INCH) (6 INCH CONNECTION) (WATERLINE OUTSIDE OF PAVEMENT)	(6.00)	each	\$4,800.00	(\$28,800.00)
9	FURNISH AND INSTALL (5/8 INCH) WATER METER IN EXISTING METER CAN	29.00	each	\$650.00	\$18,850.00
<b>DEDUCT AMENDMENT NO. 1 TOTAL</b>					<b>(\$157,700.00)</b>

## BETHANY CITY COUNCIL

From: John Reid, Chief of Police  
Date: July 10, 2023  
Subject: 2020 Used Dodge Durango Patrol Vehicle

### BACKGROUND

The Police Department is continuing to update its fleet. This vehicle will be assigned to the patrol division of the police department. The vehicle will replace a 2010 Ford Crown Victoria which is currently assigned to the patrol division. The vehicle will be purchased using the vehicle impound funds. This will also allow us to have a 2012 Chevrolet Tahoe as a pool car and to eliminate another Crown Victoria from our fleet.

The used Dodge Durango will be a 2020 with less than 50,000 miles. The vehicle will come with interior emergency lighting, and siren system. The cost of the 2020 Dodge Durango is \$29,600.

### RECOMMENDATION

1. Approve the purchase of a used 2020 Dodge Durango patrol vehicle from the Kansas Highway Patrol as presented for \$29,600.

### ADDITIONAL COMMENTS

This vehicle is being purchased from the Impound Fund which is designated for this purpose. After purchasing this vehicle, there will be \$4,441.01 available in the fund.



**BETHANY POLICE DEPARTMENT**  
**QUOTATION SHEET (FOR PURCHASES OF \$800+)**

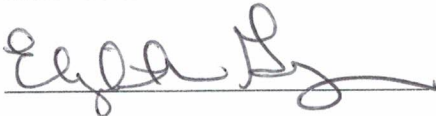
**PRODUCT/SERVICE:** 2020 Dodge Durango Patrol Unit, Equipped with emergency equipment.

**FUNDS WILL COME FROM THE VEHICLE IMPOUND ACCOUNT!**

VENDOR 1	VENDOR 2	VENDOR 3
<b>COMPANY NAME:</b> Kansas Highway Patrol	<b>COMPANY NAME:</b> Joe Cooper Dodge Yukon	<b>COMPANY NAME:</b> Hudiburg Ford LLC
<b>ADDRESS:</b> 930 NE Strait Ave Topeka KS 66616	<b>ADDRESS:</b>	<b>ADDRESS:</b> 334565 OK-66 Wellston OK 74881
<b>TELEPHONE NUMBER:</b> (785)296-8535	<b>TELEPHONE NUMBER:</b> 405-777-7027	<b>TELEPHONE NUMBER:</b>
<b>CONTACT PERSON:</b> Larry Lewis	<b>CONTACT PERSON:</b> Internet	<b>CONTACT PERSON:</b> Internet
<b>TOTAL PURCHASE PRICE:</b> \$29,600.00	<b>TOTAL PURCHASE PRICE:</b> \$31,537	<b>TOTAL PURCHASE PRICE:</b> \$34,200
<b>DATE OF QUOTE:</b> 07/07/2023	<b>DATE OF QUOTE:</b> 07/10/23	<b>DATE OF QUOTE:</b> 7/10/2023
<b>QUOTE OBTAINED BY:</b> Meek	<b>QUOTE OBTAINED BY:</b> Meek	<b>QUOTE OBTAINED BY:</b> Meek

**AWARDED TO:** KANSAS HIGHWAY PATROL

**DATE:** 7-10-23

**APPROVED BY:** 

# Kansas Highway Patrol

## Fleet Sales

930 NE Strait Ave.  
Topeka, KS 66616  
(785) 296-8535



# KANSAS HIGHWAY PATROL

Page 1 of 1

<b>Agency</b>	City of Bethany	<b>Invoice #:</b>	Temporary
<b>Address</b>	6700 NW 36th Street	<b>Date:</b>	7/7/2023
<b>City</b>	Bethany	<b>State</b>	OK
	<b>Zip</b>		73008
		<b>PO#:</b>	
		<b>Check #:</b>	
<b>Phone</b>	405-787-7651 Ext 202	<b>Email</b>	CMeek@bethanypd.org
		<b>Attn:</b>	Deputy Chief Chad Meek

Model Year	Description	Unit #	Qty	Unit Price	Total
2020	Dodge Durango Pursuit AWD 5.7 8 spd AT Remote start, Uconnect 4 Bluetooth, heated power mirrors, spotlamp & automatic temp control	20-371	1	\$27,750.00	\$27,750.00
	*Used Thunderstruck TVI Bumper		1	\$600.00	\$600.00
	*Used Interior Lights		1	\$600.00	\$600.00
	*Used Siren System		1	\$400.00	\$400.00
	*Used Gun Locks		2	\$125.00	\$250.00
	Color: Black VIN: 1C4SDJFT9LC443318 Mileage: 49415				
				Page Total	\$29,600.00
				Invoice Total	\$29,600.00

Purchasers Signature \_\_\_\_\_ Date \_\_\_\_\_

Please Make Checks Payable To: Kansas Highway Patrol Car Fund  
All Vehicles Must Be Picked Up In Topeka  
Please pay from this invoice. No statement will be mailed



JOE COOPER DODGE OF YUKON

(/)



(https://www.joecooperdodgeyukon.com/searchnew.aspx)

### Value Your Trade

Enter Year Make Model Trim

✓ Confirm Availability



1 / 23



## 2021 Dodge Durango SXT Plus

**\$31,537**  
INTERNET PRICE

Less ▲

Internet Price	<b>\$31,537</b>
Cooper Trade Bonus:	<b>-\$1,000</b>

**CLICK TO CALL**

**CHECK AVAILABILITY**

**GET PRE-APPROVED (/GET-PRE-APPROVED.HTML)**

### Value Your Trade

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Accept Decline

Joe Cooper Dodge of Shawnee


4940 North Automall Dr.  
Shawnee, OK 74804 (<https://www.google.com/maps?q=4940+North+Automall+Dr.,+Shawnee,+OK+74804>)


Contact Us: 405-777-7027

### Vehicle Information

VIN: 1C4RDJAG8MC662409      Stock #: P662409      Model Code: WDEL75


 BODY STYLE  
4D Sport Utility

 CITY/HIGHWAY  
18/25 MPG

 EXTERIOR COLOR  
DB Black Crystal  
Clearcoat

 ENGINE  
6 Cyl - 3.6 L

 INTERIOR COLOR  
Black

 TRANSMISSION  
8-Speed Automatic / AWD

 MILEAGE  
53,189

### Highlighted Features



VIEW WINDOW STICKER

Feature availability subject to final vehicle configuration. Please reference window sticker for more info.


 Bluetooth

 Heated Steering Wheel

 3rd Rear Seat

 4WD/AWD

 Android Auto

 Apple CarPlay

 Heated Seats

 Keyless Entry

[View More Highlights...](#)

### Dealer Comments

THIS VEHICLE CONTAINS EQUIPMENT WITH FOLLOWING OPTIONS AND FEATURES; FEATURES. \*\*\*JOE COOPER CHRYSLER DODGE JEEP RAM OF SHAWNEE\*\*\*, \*\*\*BACKUP CAMERA\*\*, \*\*\*BLUETOOTH HANDS FREE\*\*\*, \*\*\*3RD ROW\*\*\*, \*\*\*4WD\*\*\*.

Certification Program Details: Cooper Certified Pre-Owned vehicles have gone through a multi-point vehicle inspection and been

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Language:

Powered by [ComplyAuto \(https://complyauto.com\)](https://complyauto.com)



### Used 2021 Dodge Durango GT

\$34,200

 (866) 494-4101

 Share

### Overview

<b>Price</b>	\$34,200 Tax, title, and processing fees may apply
<b>Condition</b>	Used
<b>Mileage</b>	53,654 miles
<b>MPG</b>	19 City / 26 Highway
<b>Specifications</b>	Gasoline, Automatic Transmission, 5 passengers, 4 door, 6-cylinder engine, Rear wheel drive
<b>Exterior</b>	Black
<b>VIN</b>	1C4RDJDG3MC575271

### Features

These features are displayed based upon their popularity in Google searches



Android Auto



Apple Carplay



Bluetooth



Brake Assist



Remote Start



Third Row Seating



Traction Control

All Features

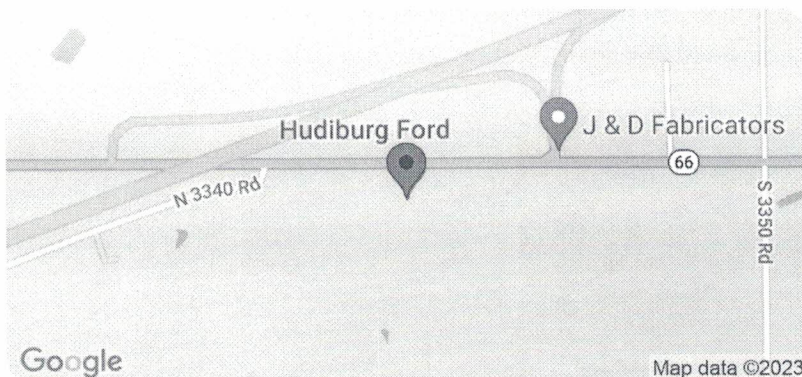
### Dealer info



Hudiburg Ford, LLC

334565 OK-66, Wellston, OK 74881

4.6 ★★★★★ (475)



Google

Map data ©2023

### Vehicle history



CARFAX carfax.com



Vehicle history report available



National Highway Traffic Safety Administration nhtsa.gov



Check safety issues and recalls

### See this vehicle listed elsewhere

Other websites also list this vehicle for sale



CARFAX carfax.com



CarGurus cargurus.com



**City of Bethany General Fund**  
**Statement of Revenues and Expense**  
**June 2023**

AGENDA: 07/18/2023  
ITEM: 10 (A)

**Revenues**

	<b>2022-2023</b>	<b>June</b>	<b>Year to Date</b>	<b>Year to Date</b>	<b>Budget</b>
	<b>Annual Budget</b>	<b>Revenue</b>	<b>Revenue</b>	<b>Percentage of Budget</b>	<b>Remaining</b>
SALES TAX 82.5% DEDICATED	4,471,008.00	361,487.00	4,872,073.00	108.97%	-401,065.00
USE TAX REVENUE	1,179,195.00	116,029.00	1,359,731.00	115.31%	-180,536.00
HOTEL TAX REVENUE	63,201.00	4,756.00	54,174.00	85.72%	9,027.00
CABLE FRANCHISE TAX REVENUE	111,945.00	0.00	119,772.00	106.99%	-7,827.00
PHONE FRANCHISE TAX REVENUE	22,187.00	1.00	22,060.00	99.43%	127.00
UTILITY FRANCHISE TAX REVENUE	600,000.00	44,241.00	720,054.00	120.01%	-120,054.00
OCCUPATIONAL LICENSE REVENUE	30,746.00	11,960.00	35,903.00	116.77%	-5,157.00
BUILDING PERMIT REVENUE	38,450.00	3,050.00	43,016.00	111.88%	-4,566.00
INSPECTION PERMIT REVENUE	36,734.00	4,678.00	42,181.00	114.83%	-5,447.00
ZONING PERMITS	2,981.00	0.00	2,688.00	90.17%	293.00
ANIMAL LICENSE REVENUE	0.00	61.00	741.00	0.00%	-741.00
ABATEMENT REVENUE	0.00	0.00	2,674.00	0.00%	-2,674.00
MOTOR FUEL TAX REVENUE	37,757.00	3,063.00	36,334.00	96.23%	1,423.00
COMMERCIAL VEH TAX REVENUE	159,309.00	15,706.00	149,726.00	93.98%	9,583.00
CIGARETTE TAX REVENUE	47,918.00	3,487.00	40,633.00	84.80%	7,285.00
ALCOHOL BEVERAGE TAX REVENUE	55,000.00	4,499.00	55,892.00	101.62%	-892.00
ACCOUNTING SERVICE REVENUE	26,400.00	0.00	26,400.00	100.00%	0.00
EMERGENCY MEDICAL CALL SVC FEE	281,342.00	23,458.00	280,070.00	99.55%	1,272.00
STORMWATER COMPLIANCE FEE	324,597.00	27,055.00	322,849.00	99.46%	1,748.00
CEMETARY LOT SALES REVENUE	37,029.00	2,000.00	35,900.00	96.95%	1,129.00
MINERAL RIGHTS & ROYALTIES REV	20,816.00	755.00	32,854.00	157.83%	-12,038.00
POLICE FINES & COURT COST REV	750,000.00	78,254.00	869,134.00	115.88%	-119,134.00
INTEREST INCOME	1,625.00	1.00	21,813.00	1342.34%	-20,188.00
MISCELLANEOUS REVENUE	56,893.00	27,557.00	83,020.00	145.92%	-26,127.00
REIMBURSEMENT REVENUE	7,767.00	0.00	60,533.00	779.36%	-52,766.00
CREDIT CARD FEES	0.00	8,801.00	101,984.00	0.00%	-101,984.00
GRANT REVENUE	56,946.00	0.00	95,817.00	168.26%	-38,871.00
OMAG REFUNDS	52,794.00	0.00	0.00	0.00%	52,794.00
SETTLEMENT PROCEEDS	0.00	0.00	54,555.00	0.00%	-54,555.00
OMAG WORKER'S COMP REFUNDS	0.00	2,040.00	51,135.00	0.00%	-51,135.00
<b>Total Revenues</b>	<b>8,472,640.00</b>	<b>742,939.00</b>	<b>9,593,716.00</b>	<b>113.23%</b>	<b>-1,121,076.00</b>
<b>Transfers In</b>	<b>2,889,249.00</b>	<b>88,972.00</b>	<b>2,633,192.00</b>	<b>91.14%</b>	<b>256,057.00</b>
<b>Total Revenues and Transfers In</b>	<b>11,361,889.00</b>	<b>831,911.00</b>	<b>12,226,908.00</b>	<b>107.61%</b>	<b>-865,019.00</b>

**Expenses**

	<b>2022-2023 Annual Budget</b>	<b>June Expenses</b>	<b>Year to Date Expenses</b>	<b>Year to Date Percentage of Budget</b>	<b>Budget Remaining</b>
01.0-MANAGEMENT	907,203.00	651,789.00	874,846.00	96.43%	32,357.00
02.0-FINANCE	413,537.00	24,445.00	396,714.00	95.93%	16,823.00
03.0-MUNICIPAL COURT	624,963.00	45,384.00	577,120.00	92.34%	47,843.00
04.0-ENGINEERING	237,068.00	8,710.00	159,895.00	67.45%	77,173.00
05.0-POLICE	4,731,230.00	324,845.00	4,572,835.00	96.65%	158,395.00
06.0-FIRE	2,834,149.00	238,633.00	2,809,268.00	99.12%	24,881.00
07.0-COMMUNITY DEV	577,722.00	42,464.00	558,340.00	96.65%	19,382.00
08.1-PW ADMIN	166,630.00	10,542.00	152,812.00	91.71%	13,818.00
08.2-STREETS	777,452.00	71,375.00	714,641.00	91.92%	62,811.00
08.4-FLEET MAINT	106,222.00	5,129.00	93,958.00	88.45%	12,264.00
08.5-PARKS	609,354.00	47,185.00	449,176.00	73.71%	160,178.00
98.0-CONTINGENCY	36,000.00	0.00	0.00	0.00%	36,000.00
<b>TOTAL EXPENDITURES</b>	<b>12,021,530.00</b>	<b>1,470,501.00</b>	<b>11,359,605.00</b>	<b>94.49%</b>	<b>661,925.00</b>
<b>Transfers Out</b>	<b>134,000.00</b>	<b>95,000.00</b>	<b>134,000.00</b>	<b>100.00%</b>	<b>0.00</b>
<b>Total Expenses and Transfers Out</b>	<b>12,155,530.00</b>	<b>1,565,501.00</b>	<b>11,493,605.00</b>	<b>94.55%</b>	<b>661,925.00</b>
<b>Revenues over (under) expenses</b>	<b>-793,641.00</b>	<b>-733,590.00</b>	<b>733,303.00</b>	<b>-92.40%</b>	<b>-1,526,944.00</b>

**Bethany Public Works Authority**  
**Statement of Revenues and Expenses**  
**June 2023**

**Revenues**

	<b>2022-2023 Annual Budget</b>	<b>June Revenue</b>	<b>Year to Date Revenue</b>	<b>Year to Date Percentage of Budget</b>	<b>Budget Remaining</b>
RESIDENTIAL PENALTY REVENUE	198,717.00	17,919.00	196,465.00	98.87%	2,252.00
COMMERCIAL PENALTY REVENUE	0.00	1,474.00	18,250.00	0.00%	-18,250.00
SOLID WASTE REVENUE	2,918,167.00	258,778.00	2,947,446.00	101.00%	-29,279.00
WATER REVENUE	3,980,014.00	297,838.00	3,923,585.00	98.58%	56,429.00
WATER TAP REVENUE	2,770.00	0.00	2,461.00	88.84%	309.00
SEWER REVENUE	2,914,333.00	238,264.00	2,920,032.00	100.20%	-5,699.00
SEWER TAP REVENUE	514.00	0.00	550.00	107.00%	-36.00
INTEREST INCOME	25,317.00	8,756.00	172,393.00	680.94%	-147,076.00
LEASE REVENUE	121,702.00	0.00	163,109.00	134.02%	-41,407.00
SCRAP METAL REVENUE	0.00	0.00	2,784.00	0.00%	-2,784.00
MISCELLANEOUS REVENUE	0.00	0.00	-373.00	0.00%	-98.92
*** TOTAL REVENUE ***	10,161,534.00	823,029.00	10,346,702.00	101.82%	-185,168.00
<b>Total Revenues and Transfers In</b>	10,161,534.00	823,029.00	10,346,702.00	101.82%	-185,168.00

**Expenses**

	<b>2022-2023 Annual Budget</b>	<b>June Expenses</b>	<b>Year to Date Expenses</b>	<b>Year to Date Percentage of Budget</b>	<b>Budget Remaining</b>
02.0-BPWA FINANCE	478,128.00	19,517.00	460,838.00	96.38%	17,290.00
08.1-BPWA ADMIN	175,730.00	10,821.00	166,072.00	94.50%	9,658.00
08.3-BPWA SANITATION	1,572,811.00	122,460.00	1,529,344.00	97.24%	43,467.00
08.4-BPWA FLEET MAINT	88,622.00	3,733.75	74,577.00	84.15%	14,045.00
12.0-BPWA WATER PLANT	1,994,000.00	147,993.00	1,957,968.00	98.19%	36,032.00
12.1-BPWA WATER LINE	435,722.00	26,452.00	401,526.00	92.15%	34,196.00
12.2-BPWA SEWER LINE	1,721,706.00	129,591.78	1,690,360.00	98.18%	31,346.00
97.0-DEBT SERVICE INTERST EXP	278,407.00	14,922.00	252,961.00	90.86%	25,446.00
98.0-CONTINGENCY	0.00	0.00	0.00	0.00%	0.00
99.0-TRANSFERS OUT	2,783,470.00	0.00	2,515,470.00	90.37%	268,000.00
<b>Total Expenses and Transfers Out</b>	9,528,596.00	475,490.53	9,049,116.00	94.97%	479,480.00
<b>DEBT SERVICE PRINCIPAL</b>	1,115,614.00	77,500.00	1,242,427.00	111.37%	-126,813.00
<b>Revenues over (under) Expenses/Debt Service</b>	-482,676.00	270,038.47	55,159.00	-11.43%	-537,835.00

**City of Bethany**  
**Capital Improvement Fund**  
**Statement of Revenue And Expense**  
**June 2023**

**Revenues**

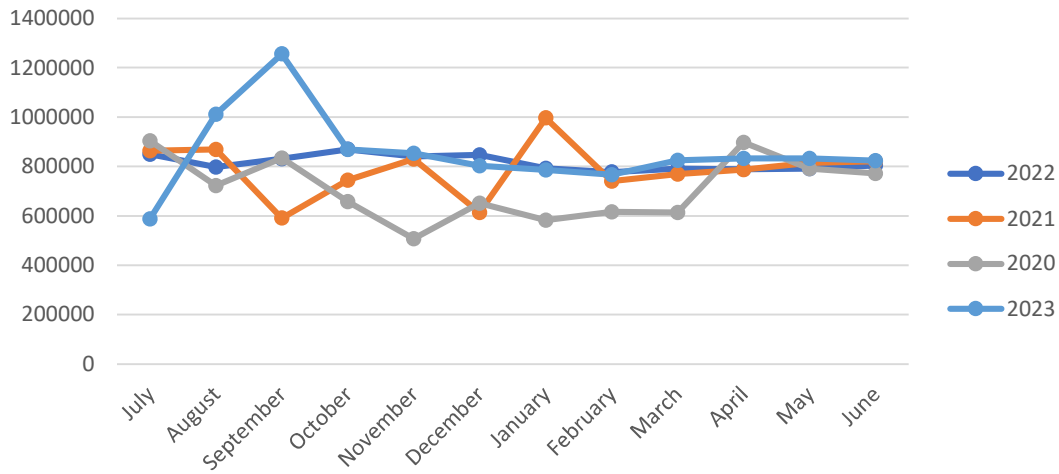
	<b>2022-2023 Annual Budget</b>	<b>June Revenue</b>	<b>Year to Date Revenue</b>	<b>Year to Date Percentage of Budget</b>	<b>Budget Remaining</b>
SALES TAX 17.5% DEDICATED	963,530.00	76,679.00	1,033,470.00	107.26%	-69,940.00
INTEREST REVENUE	701.00	0.00	1,390.00	198.29%	-689.00
TRANSFER FROM GF	0.00	0.00	0.00	#DIV/0!	0.00
GRANT REVENUE	1,391,000.00	0.00	838,382.00	60.27%	552,618.00
<b>Total Revenue</b>	<b>2,355,231.00</b>	<b>76,679.00</b>	<b>1,873,242.00</b>	<b>79.54%</b>	<b>481,989.00</b>

**Expenses**

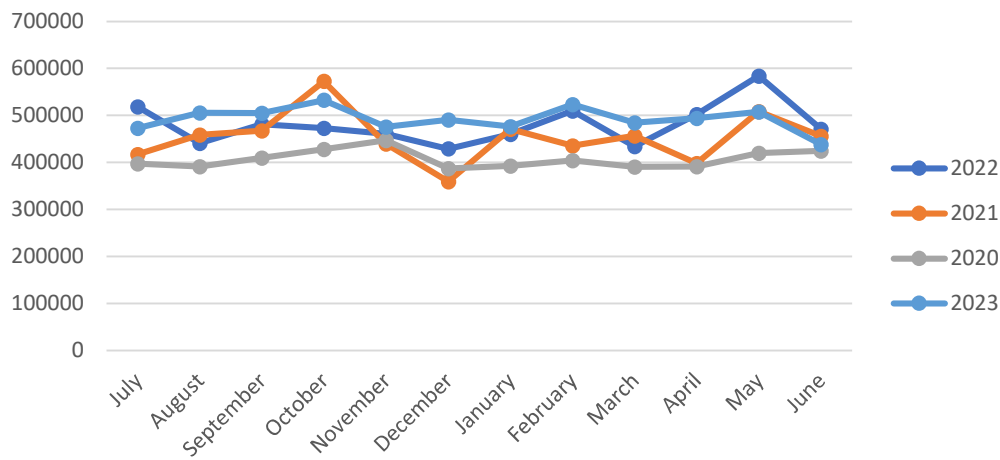
	<b>2022-2023 Annual Budget</b>	<b>June Expenses</b>	<b>Year to Date Expenses</b>	<b>Year to Date Percentage of Budget</b>	<b>Budget Remaining</b>
Capital Projects					
CIP2003 CityHall ADACompliance	96,000.00	0.00	94,973.00	98.93%	1,027.00
FIRE DEPT OVERHEAD DOORS	62,000.00	0.00	61,399.00	99.03%	601.00
RIPPER PARK POOL	11,233.00	2,435.00	5,000.00	44.51%	6,233.00
CDBG GRANT MATCH	321,000.00	0.00	321,647.00	100.20%	-647.00
ODOT SIDEWALK PROJECT	397,000.00	0.00	396,779.00	99.94%	221.00
PUBLIC WORKS BACKHOE	105,749.00	0.00	105,749.00	100.00%	0.00
REPLACE VFD IN PUMP ROOM	70,000.00	0.00	24,479.00	34.97%	45,521.00
31ST STREET LIFT STATION	0.00	0.00	0.00	0.00%	0.00
DOWNTOWN WATER LINES REPL	0.00	0.00	0.00	0.00%	0.00
FIRE TRUCK LEASE PAYMENT	85,000.00	0.00	84,084.00	98.92%	916.00
PW 55HP TRACTOR MOWER	47,000.00	0.00	46,900.00	99.79%	100.00
SANITATION PACKER TRUCK	243,624.00	0.00	243,624.00	100.00%	0.00
UNLEADED FUEL PUMP	8,512.00	0.00	8,512.00	100.00%	0.00
MUELLER WATER LINE REPLACE	53,593.00	53,593.00	53,593.00	100.00%	0.00
CITY HALL LIGHT REPLACEMENT	10,550.00	0.00	10,550.00	100.00%	0.00
PW ZTR MOWER	18,000.00	0.00	17,308.00	96.16%	692.00
PW GRANT MATCHES	0.00	0.00	0.00	0.00%	0.00
WATER DEPT TRUCK	39,000.00	0.00	38,387.00	98.43%	613.00
REPLACEMENT DUMPSTERS	28,000.00	8,255.00	27,390.00	97.82%	610.00
CSAA ROCKWELL AVE PROJ	700,000.00	2,400.00	83,000.00	11.86%	617,000.00
PW 1/2 TON TRUCK	35,000.00	0.00	0.00	0.00%	35,000.00
<b>Total Capital Projects</b>	<b>2,331,261.00</b>	<b>66,683.00</b>	<b>1,623,374.00</b>	<b>69.64%</b>	<b>707,887.00</b>

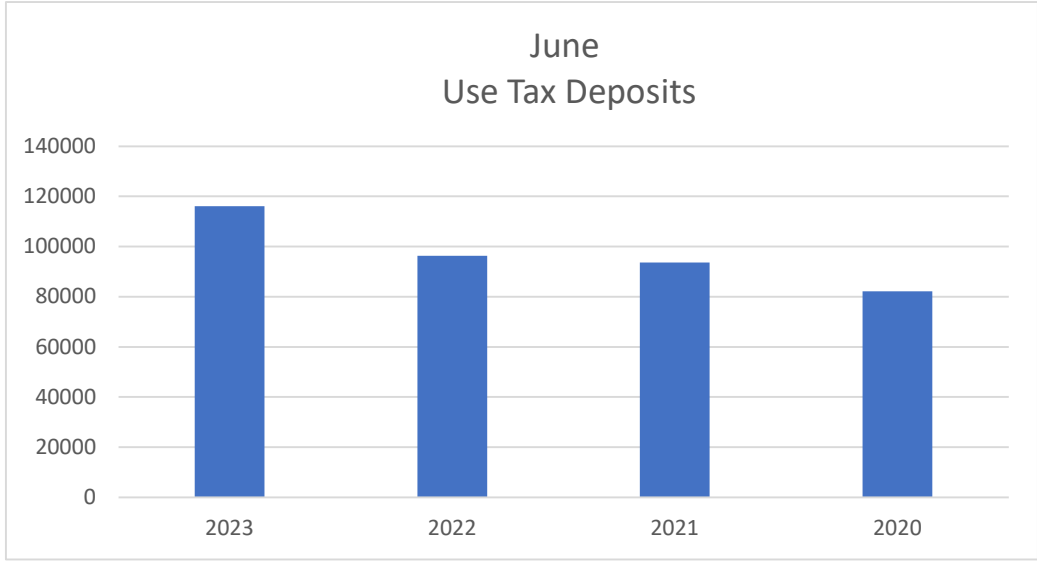
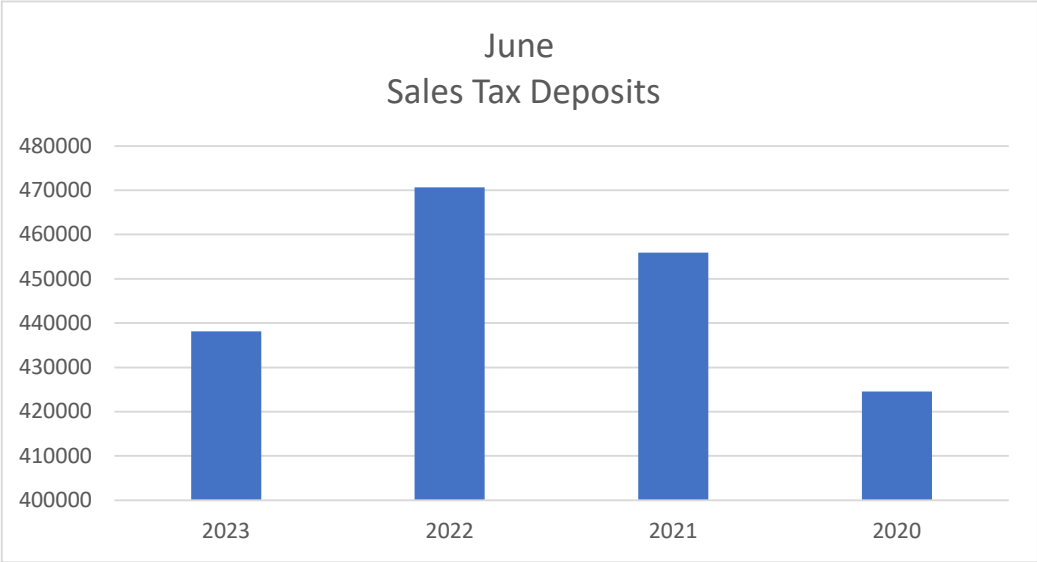
<b>Revenues Over (under) Expenses</b>	<b>23,970.00</b>	<b>9,996.00</b>	<b>249,868.00</b>	<b>1042.42%</b>	<b>-225,898.00</b>
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Public Works Authority Monthly Income



Monthly Sales Tax Income





NOTICE: On Thursday, June 29, 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**

**WEDNESDAY, JULY 5, 2023**

**6:30 P.M.**

- |                  |                  |                                |
|------------------|------------------|--------------------------------|
| MEMBERS PRESENT: | Nikki Lloyd      | Chairman                       |
|                  | Jeff Knapp       | Vice-Chairman                  |
|                  | Steve Palmer     | Trustee                        |
|                  | Chris Powell     | Trustee                        |
|                  | Marilyn McPhail  | Trustee                        |
|                  | Kathy Larsen     | Trustee                        |
|                  | Ken Smart        | Trustee                        |
|                  | Peter Plank      | Trustee                        |
| MEMBERS ABSENT:  | Brian Magirowsky | Trustee                        |
| OTHERS PRESENT:  | Elizabeth Gray   | City Manager                   |
|                  | Ray Jones        | City Attorney                  |
|                  | Michael Vaughn   | City Clerk/Treasurer           |
|                  | J. D. Reid       | Police Chief                   |
|                  | Phil Stowell     | Public Works Director          |
|                  | Amanda McCellon  | Community Development Director |
|                  | Leasa Furr       | Human Resources Director       |
|                  | Joe Davis        | TEIM Design                    |
|                  | Reese Tipton     | ImageNet Consulting            |
|                  | (See Roster)     |                                |

Chairman Lloyd called the Bethany Public Works Authority meeting to order at 7:46 P.M.

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

- A. APPROVAL OF MINUTES FROM JUNE 20, 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.**

Motion was made by Trustee Larsen, seconded by Trustee Palmer to approve the Consent Docket. Yes votes: Palmer, Larsen, Powell, Smart, McPhail, Knapp, Plank, and Lloyd. No votes: None. Motion approved.

**ITEM NO. 2** on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL TO RATIFY EXPENSES FOR EMERGENCY REPAIRS DUE TO WATER LINE BREAK ON N MUELLER BETWEEN NW 52<sup>ND</sup> AND NW 58<sup>TH</sup> STREETS FOR AN AMOUNT OF \$53,592.21. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Trustee Larsen, seconded by Trustee Palmer to approve to ratify expenses for emergency repairs due to water line break on N Mueller between NW 52<sup>nd</sup> and NW 58<sup>th</sup> Streets for an amount of \$53,592.21. Yes votes: Palmer, Larsen, Powell, Smart, McPhail, Knapp, Plank, and Lloyd. No votes: None. Motion approved.

**ITEM NO. 3** 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. 4** on the agenda was **ADJOURN UNTIL JULY 18, 2023.**

Chairman Lloyd adjourned the Bethany Public Works meeting at 7:46 P.M. until July 5, 2023.

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CHAIRMAN

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SECRETARY

## BETHANY PUBLIC WORKS AUTHORITY

From: Michael Vaughn, Finance Director  
Date: July 13, 2023  
Subject: Claims List for the 07/18/2023 Bethany Public Works Authority Meeting

### BETHANY PUBLIC WORKS AUTHORITY

FUND	AMOUNT
Bethany Public Works Authority	\$322,903.98
<b>TOTAL</b>	<b>\$322,903.98</b>

### ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$219,108.11
Bethany Public Works Authority	\$322,903.98
Bethany Hospital Trust	\$0.00
Bethany Development Authority	\$12,000.00
<b>TOTAL</b>	<b>\$554,012.09</b>

### RECOMMENDATION

1. Approve the claims as presented.



FUND: 056- BETHANY PUBLIC WORKS AUTH

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A		NON-DEPARTMENTAL				
24-48140	10-3436	BANCFIRST	AUG 2013 BOND	7/2023	AUG BOND	77,500.00
						DEPARTMENT TOTAL:
						77,500.00
DEPARTMENT: 02.0		FINANCE				
23-46657	10-1715	TYLER TECHNOLOGIES	ONLINE PAYMENTS FEE	6/2023	025-429244	10,058.75
						DEPARTMENT TOTAL:
						10,058.75
DEPARTMENT: 08.1		PUBLIC WORKS - ADMIN				
23-45341	10-005156	COX COMMUNICATIONS INC.	MONTHLY SERVICE	6/2023	JUN SVS	453.46
24-48075	10-005373	CARD SERVICES/PI	TAPE & CHAIR	7/2023	8909015	69.99
23-47891	10-3042	ACCURATE ENVIRONMENTAL	MONTHLY TESTING OF WATER	6/2023	FF15096	736.00
						DEPARTMENT TOTAL:
						1,259.45
DEPARTMENT: 08.3		PUBLIC WORKS - SANIT				
23-47791	10-005297	OSI ENVIRONMENTAL, INC.	WASH BARN CLEAN OUT	6/2023	8040359	675.60
23-47868	10-005350	FORCE PERSONNEL	TEMP HELP	6/2023	74729	784.88
23-48019	10-005350	FORCE PERSONNEL	TEMP HELP	6/2023	74817	2,400.11
24-48122	10-005350	FORCE PERSONNEL	SANITATION TEMP HELP	7/2023	74845	1,150.02
23-47943	10-005373	CARD SERVICES/PI	ASSORTED TOOLS&PAPERTOWEL	6/2023	9955416	486.62
23-48001	10-005373	CARD SERVICES/PI	SOCKET AND GATORADE	6/2023	1726639	72.23
24-48075	10-005373	CARD SERVICES/PI	TAPE & CHAIR	7/2023	8909015	31.98
23-47940	10-006081	CH&W COMMERCIAL TIRE, LLC	4 STEER TIRE/SANITATION	6/2023	3-GS58154	2,369.12
23-47905	10-0202	WASTE CONNECTIONS, INC	ROLLOFFS FOR JUNE	6/2023	2971614V013	5,111.72
24-48038	10-2697	AUTOZONE	THERMOSTAT UNIT #91	7/2023	0501174965	29.99
23-47406	10-4208	OKLAHOMA CITY TREASURY	HOUSEHOLD WASTE	6/2023	100623	1,264.00
24-48046	10-4352	MCBRIDE CLINIC	DRUG SCREEN	7/2023	41206	32.00
						DEPARTMENT TOTAL:
						14,408.27
DEPARTMENT: 08.4		PUBLIC WORKS - MAINT				
23-47786	10-005297	OSI ENVIRONMENTAL, INC.	WASTE OIL REMOVAL	6/2023	8040296	875.00
23-47791	10-005297	OSI ENVIRONMENTAL, INC.	WASH BARN CLEAN OUT	6/2023	8040359	675.60
23-47941	10-0225	GENUINE PARTS	SHOP SUPPLIES	6/2023	7092-036624	383.88
23-47989	10-0225	GENUINE PARTS	WELDER	6/2023	7092-036916	349.55
						DEPARTMENT TOTAL:
						2,284.03

FUND: 056- BETHANY PUBLIC WORKS AUTH

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 12.0 UTILITY - WATER PLANT						
23-47913	10-005156	COX COMMUNICATIONS INC.	MNTHLY SVC	6/2023	JUN SVS-	629.65
23-48001	10-005373	CARD SERVICES/P1	SOCKET AND GATORADE	6/2023	1726639	50.00
23-47907	10-0091	BRENNTAG SOUTHWEST INC	4200 GALLONS BLEACH	6/2023	BSW476453	8,209.74
23-47908	10-0091	BRENNTAG SOUTHWEST INC	2 TOTES AQUA AMMONIA	6/2023	BSW475495	1,813.50
23-47909	10-0091	BRENNTAG SOUTHWEST INC	2 TOTES ALUMINUM SULF	6/2023	BSW474804	2,700.00
24-48073	10-0091	BRENNTAG SOUTHWEST INC	2 TOTES OF ALUMINUM SULF	7/2023	BSW476800	2,697.50
23-47912	10-1063	OG&E	MNTHLY SVC	6/2023	20230603	20,810.15
23-47997	10-1128	OK CITY WATER UTILITIES	TRCROSSTIES FOR JUNE 2023	6/2023	JUN 250101040513	15,597.99
23-48008	10-1622	WESTLAKE ACE HARDWARE	PARTS FOR REPAIR AT WP	6/2023	3503577	28.76
23-47899	10-1804	FRANCIS TUTTLE VO-TECH	TRAINING FOR WATER PLANT	6/2023	10521	262.50
23-47891	10-3042	ACCURATE ENVIRONMENTAL	MONTHLY TESTING OF WATER	6/2023	FF28099	300.00
23-47998	10-3919	MISSISSIPPI LIME	25 TONS OF LIME	6/2023	1679961	8,072.84
DEPARTMENT TOTAL:						61,172.63
DEPARTMENT: 12.1 UTILITY - WATER LINE						
23-47963	10-005373	CARD SERVICES/P1	TOOLS	6/2023	7727466	381.22
23-48001	10-005373	CARD SERVICES/P1	SOCKET AND GATORADE	6/2023	1726639	50.00
24-48146	10-005451	MATTHEWS TRENCHING CO., INC	23RD & COUNCIL	7/2023	23rd and Council	28,763.52
24-48076	10-0812	J & R EQUIPMENT LLC	UNIT #49 2 HYDRO HOSES	7/2023	01P15130	181.76
23-47956	10-2557	CORE & MAIN LP	4 X7 1/2 CLAMP	6/2023	T122390	82.07
DEPARTMENT TOTAL:						29,458.57
DEPARTMENT: 12.2 UTILITY - SEWER						
23-48004	10-004725	RUCKER ELECTRIC INCORPORATE	WIRE PUMP AT 50TH&MILLI	6/2023	12729	222.50
23-47913	10-005156	COX COMMUNICATIONS INC.	MNTHLY SVC	6/2023	JUN SVS-	307.10
23-48001	10-005373	CARD SERVICES/P1	SOCKET AND GATORADE	6/2023	1726639	50.00
23-47262	10-1063	OG&E	MONTHLY SVC	6/2023	20230628	3,820.65
23-48017	10-1785	BETHANY-WARR ACRES PWA	SEWER PROCESSING	6/2023	JUNE 23	108,493.61
23-47705	10-3434	W & W ELECTRIC MOTOR SVC	PUMPS 50TH &MCMILLIAN	6/2023	1942	2,315.00
23-48010	10-4163	PRECISION FLUID POWER INC	UNIT #49/NEW HOLLAND	6/2023	98898	363.00
DEPARTMENT TOTAL:						115,571.86

FUND: 056- BETHANY PUBLIC WORKS AUTH

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 97.0		DEBT SERVICE				
24-48140	10-3436	BANCFIRST	AUG 2013 BOND	7/2023	AUG BOND	11,190.42
DEPARTMENT TOTAL:						11,190.42
FUND TOTAL:						322,903.98

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## **BETHANY HOSPITAL TRUST MEETING**

### **BETHANY CITY HALL**

**WEDNESDAY, JULY 5, 2023**

**6:30 P.M.**

<b>MEMBERS PRESENT:</b>	Nikki Lloyd	Chairman
	Jeff Knapp	Vice-Chairman
	Steve Palmer	Trustee
	Chris Powell	Trustee
	Marilyn McPhail	Trustee
	Kathy Larsen	Trustee
	Ken Smart	Trustee
	Peter Plank	Trustee
<b>MEMBERS ABSENT:</b>	Brian Magirowsky	Trustee
<b>OTHERS PRESENT:</b>	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	J. D. Reid	Police Chief
	Phil Stowell	Public Works Director
	Amanda McCellon	Community Development Director
	Leasa Furr	Human Resources Director
	Joe Davis	TEIM Design
	Reese Tipton	ImageNet Consulting
	(See Roster)	

Chairman Lloyd called the Bethany Hospital Trust meeting to order at 7:46 P.M.

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

**A. APPROVAL OF MINUTES FROM JUNE 20, 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.**

Motion was made by Trustee Palmer, seconded by Trustee Larsen to approve the Consent Docket. Yes Votes: Larsen, Magirowsky, Powell, Smart, Plank, 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 JULY 18, 2023.**

Chairman Lloyd adjourned the Bethany Hospital Trust meeting at 7:46 P.M. until July 18, 2023.

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CHAIRMAN

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SECRETARY

## BETHANY HOSPITAL TRUST

From: Michael Vaughn, Finance Director  
Date: July 13, 2023  
Subject: Claims List for the 07/13/2023 Bethany Hospital Trust Meeting

### BETHANY HOSPITAL TRUST

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

### ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$219,108.11
Bethany Public Works Authority	\$322,903.98
Bethany Hospital Trust	\$0.00
Bethany Development Authority	\$12,000.00
<b>TOTAL</b>	<b>\$554,012.09</b>

### RECOMMENDATION

1. Approve the claims as presented.



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**BETHANY DEVELOPMENT AUTHORITY**

**BETHANY CITY HALL**

**WEDNESDAY, JULY 5, 2023**

**7:30 P.M.**

MEMBERS PRESENT:	Nikki Lloyd	Chairman
	Jeff Knapp	Vice-Chairman
	Steve Palmer	Trustee
	Chris Powell	Trustee
	Marilyn McPhail	Trustee
	Kathy Larsen	Trustee
	Ken Smart	Trustee
	Peter Plank	Trustee
MEMBERS ABSENT:	Brian Magirowsky	Trustee
OTHERS PRESENT:	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	J. D. Reid	Police Chief
	Phil Stowell	Public Works Director
	Amanda McCellon	Community Development Director
	Leasa Furr	Human Resources Director
	Joe Davis	TEIM Design
	Reese Tipton	ImageNet Consulting
	(See Roster)	

Chairman Lloyd called the Bethany Development Authority meeting to order at 7:46 P.M.

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

**A. APPROVAL OF MINUTES FROM THE JUNE 20, 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.**

Motion was made by Trustee Palmer, seconded by Trustee Larsen to approve the Consent Docket. Yes Votes: Larsen, Magirowsky, Powell, Smart, Plank, 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 JULY 18, 2023.**

Chairman Lloyd adjourned the Bethany Development Authority meeting at 7:47 P.M. until July 18, 2023.

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CHAIRMAN

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SECRETARY

## BETHANY DEVELOPMENT AUTHORITY

From: Michael Vaughn, Finance Director  
Date: July 13, 2023  
Subject: Claims List for the 07/18/2023 Bethany Development Authority Meeting

### BETHANY DEVELOPMENT AUTHORITY

FUND	AMOUNT
Bethany Development Authority	\$12,000.00
<b>TOTAL</b>	<b>\$12,000.00</b>

### ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$219,108.11
Bethany Public Works Authority	\$322,903.98
Bethany Hospital Trust	\$0.00
Bethany Development Authority	\$12,000.00
<b>TOTAL</b>	<b>\$554,012.09</b>

### RECOMMENDATION

1. Approve the claims as presented.



FUND: 082- BETHANY DEVELOPMENT AUTH

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 99.0		NON-DEPARTMENTAL				
23-47847	10-3923	WESTERN ENTERPRISES INC	FIREWORKS 7-1-23	6/2023	6877	12,000.00
DEPARTMENT TOTAL:						12,000.00
FUND TOTAL:						12,000.00
GRAND TOTAL:						554,012.09