

---

On Thursday, September 14, 2023, at or before 4:59 p.m., agenda was posted at the front doors of City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: [cityofbethany.org](http://cityofbethany.org). The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

---

# AGENDA

## BETHANY CITY COUNCIL

**TUESDAY, SEPTEMBER 19, 2023**  
**6:30 P.M.**

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

---



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

1. Call to Order
2. Invocation and Flag Salute
3. Consent Docket:
  - A. Approval of Minutes from the September 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 Legal Representation Agreement between the City of Bethany and McAfee & Taft Professional Corporation and Fulmer & Sill.
  - D. Budget amendment No. 24-6.
  - E. Budget amendment No. 24-7.
4. Mayoral Certificate of Achievement presented to Girl Scout Troup 269.
5. 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.)*

6. Consideration and possible approval to award Design Contract for General Obligation Bond Proposition 2-F Cecil Mendenall Park to TEIM Design and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
7. Consideration and possible approval of Amendment No. 1 of the Engineering Contract between the City of Bethany and TEIM Design for design tasks related to the ARPA funded automated meter replacements project. *(Elizabeth Gray, City Manager)*
8. Discussion and possible approval of water lease for wells 25, 26 and 215. *(Ray Jones, City Attorney)*
9. Consideration and possible approval of the purchase of a 2023 Chevrolet Crew Cab pickup from John Vance Fleet Services for \$37,948.00 as approved in the FY2024 budget for Community Development Department. *(Elizabeth Gray, City Manager)*
10. 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”).*
11. City Attorney’s Report.
12. City Manager’s Report.
  - A. Financial report.
13. Mayor and Council Members Comments and Suggestions.
14. Adjourn until October 3, 2023.

## **BETHANY PUBLIC WORKS AUTHORITY**

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

1. Consent Docket:
  - A. Approval of Minutes from the September 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.
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 October 3, 2023.

# BETHANY HOSPITAL TRUST

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

1. Consent Docket:
  - A. Approval of Minutes from the September 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.
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 October 3, 2023.

# BETHANY DEVELOPMENT AUTHORITY

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

1. Consent Docket:
  - A. Approval of Minutes from the September 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.
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 October 3, 2023.

---

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

---

NOTICE: On Friday, September 1, at or before 4:59 p.m., agenda was posted at the front doors of City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: cityofbethany.org. The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

**BETHANY CITY COUNCIL MEETING**

**BETHANY CITY HALL**

**TUESDAY, SEPTEMBER 5, 2023**

**6:30 P.M.**

MEMBERS PRESENT:	Nikki Lloyd	Mayor
	Jeff Knapp	Vice- Mayor
	Brian Magirowsky	Council Member
	Chris Powell	Council Member
	Jeff Knapp	Council Member
	Kathy Larsen	Council Member
	Ken Smart	Council Member
	Peter Plank	Council Member
	Steve Palmer	Council Member

MEMBERS ABSENT:	Marilyn McPhail	Council Member
-----------------	-----------------	----------------

OTHERS PRESENT:	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	Troy Rhodes	Architect
	Steve Manek	TEIM Design
	(See Roster)	

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

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

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

The Invocation was given by Vice-Mayor Knapp.

The Flag Salute was conducted by Council Member Magirowsky.

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

- A. APPROVAL OF MINUTES FROM AUGUST 15, 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 BUDGET AMENDMENT 24-2.**
- D. APPROVAL OF BUDGET AMENDMENT 24-3.**
- E. APPROVAL OF BUDGET AMENDMENT 24-4.**
- F. APPROVAL OF BUDGET AMENDMENT 24-5.**

Motion was made by Council Member Magirowsky, seconded by Council Member Larsen to approve the consent docket. Yes votes: Palmer, Plank, Larsen, Magirowsky, Smart, Powell, Knapp, 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.)**

Jennifer Keller- 43rd Street, Bethany- Meetings broadcasted.  
Mary Jean Cofer- 32nd & Rockwell, Bethany- Item No. 10.  
Beth Blankenship- 7724 NW 30 Terrace, Bethany- 4th of July

**ITEM NO. 5.** on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL TO APPOINT MARILYN WETMORE TO THE METROPOLITAN LIBRARY COMMISSION OF OKLAHOMA COUNTY TO SERVE A THREE-YEAR TERM ENDING ON JULY 31, 2026. (NIKKI LLOYD, MAYOR)**

A motion was made by Council Member Magirowsky, seconded by Council Member Larsen to approve appointment of Marilyn Wetmore to the Metropolitan Library Commission of Oklahoma County to serve a three-year term ending on July 31, 2026. Yes votes: Knapp, Powell, Magirowsky, Smart, Larsen, Plank, Palmer, Lloyd. No votes: None. Motion approved.

**ITEM NO. 6** on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL TO ACKNOWLEDGE OKLAHOMA WATER RESOURCES BOARD (OWRB) GRANT AWARD AND OPEN A BANK ACCOUNT TO RECEIVE THE OWRB GRANT IN THE AMOUNT OF \$100,000 TO PAY FOR A PORTION OF THE NW 23RD STREET AND COUNCIL ROAD EMERGENCY. (ELIZABETH GRAY, CITY MANAGER)**

The City Manager reported that she was notified that the OWRB Emergency Grant Funding Application was approved for \$100,000. Total costs for this project are as follows: Initial water line repair \$ 28,763.53, Engineering and design approx \$ 25,000.00, Purchase of water from Oklahoma City \$ 48,837.91, Storm line excavation, replacement, and paving \$ 227,395.23, Subtotal \$ 329,996.67 -OWRB Emergency grant \$ 100,000.00 Total \$ 229,996.67. Per the Emergency Grant Agreement, a special and separate federally insured bank account must be created and maintained to receive the funds.

A motion was made by Council Member Magirowsky, seconded by Council Member Plank to approve the opening of a bank account to receive the OWRB Grant in the amount of \$100,000 to pay for a portion of the NW 23<sup>rd</sup> St. and Council Rd. emergency. Yes votes: Knapp, Powell, Larsen, Plank, Smart, Magirowsky, Palmer, Lloyd. No votes: None. Motion approved.

**ITEM NO. 7** on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF INTERLOCAL AGREEMENT WITH BETHANY PUBLIC SCHOOLS TO CLEAN AND PAINT THE WATER TOWER LOCATED NEAR NW 50TH STREET AND MCMILLAN AVENUE AND AUTHORIZE THE MAYOR TO SIGN THE DOCUMENT ON BEHALF OF THE CITY OF BETHANY. (ELIZABETH GRAY, CITY MANAGER)**

City Manager Gray informed the council that Bethany Schools would like to power wash and add two championship teams to the tower. The 2019 Game Day Cheer team and the 2023 Girls Basketball Champions. This agreement requires Bethany Schools to be responsible for washing and painting the water tank.

A motion was made by Council Member Palmer, seconded by Council Member Smart. Yes votes: Magirowsky, Knapp, Larsen, Smart, Plank, Powell, Palmer, Lloyd. No votes: None. Motion approved.

**ITEM NO. 8** on the agenda was **WATER REPORT BY CITY ENGINEERS FROM TEIM DESIGN WITH POSSIBLE DISCUSSION. (ELIZABETH GRAY, CITY MANAGER)**

Steve Manek of TEIM Design presented the water report. This report is included as Exhibit A in the minutes.

**ITEM NO. 9** on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL TO GIVE TEIM DESIGN PERMISSION TO ADVERTISE FOR BIDS FOR THE CECIL**

**MENDENALL PARK RESTROOM (G.O. BOND PROPOSITION 2-F). (ELIZABETH GRAY, CITY MANAGER)**

Motion was made by Council Member Larsen, seconded by Council Member Magirowsky to give approval to Teim Design to advertise for bids for the Cecil Mendenall Park Restroom. Yes votes: Magirowsky, Larsen, Lloyd, Palmer, Plank, Smart, Knapp, Powell. No votes: None. Motion approved.

**ITEM NO. 10 on the agenda was CONSIDERATION AND POSSIBLE APPROVAL TO REPEAL THE MOTION APPROVED ON JUNE 1, 2021, REGARDING JULY 4TH ACTIVITIES AND TO SUPPORT CITY STAFF WITH THE ABILITY TO PROVIDE FOR AN ANNUAL PARADE AND FIREWORKS TO CELEBRATE INDEPENDENCE DAY. (JEFF KNAPP, VICE-MAYOR)**

Vice-Mayor Knapp explained that the purpose of this was not to eliminate volunteers but to give some relief in planning. He reported that the Bureau of Public Tourism listed several years ago Bethany Freedomfest as 3<sup>rd</sup> largest event in the state. He would like the city to lead in planning and use volunteers to assist.

Motion was made by Council Member Palmer, seconded by Council Member Powell to suspend Ordinance No. 30.23 B-3 (time limits) for the purpose of discussion. Yes votes: Powell, Smart, Knapp, Plank, Palmer. No votes: Larsen, Lloyd, Magirowsky. Motion approved.

Council Member Palmer read the outline of current duties between the city and the volunteers for the event. He reported that M.J. Cofer raised funds for the event and worked with staff. He reported it was all M.J. Cofer with no concerted coordination. She was unaware of what was going on. We can do a better job per Council Member Palmer. Mr. Palmer requested that a workshop is needed to help facilitate the process next year with M.J. Cofer. He also requested an itemized budget including staff salary needed.

Council Member Larsen stated that with staff we could do the fireworks and parade and ask 501c3, Mrs. Cofer, to do some of the other things needed for the festival.

Council Member Palmer requested Council Member Larsen to amend her motion to include a workshop to discuss all of those issues by council and select volunteers.

Council Member Larsen stated her motion stands.

Motion was made by Council Member Larsen, seconded by Council Member Magirowsky that the City of Bethany return to facilitating the parade and fireworks and encourage the Freedom Festival 501c3 to add to that, vendors, or any other activities. Yes votes: Larsen, Lloyd, Knapp, Magirowsky. No votes: Smart, Palmer, Plank, Powell. Motion failed.

**ITEM NO. 11** on the agenda was **CONSIDERATION AND POSSIBLE ACTION TO APPROVE OR REJECT THE CHARTER REVIEW COMMITTEE PROPOSALS SUBMITTED TO THE COUNCIL FOR REVIEW, IN PART OR IN WHOLE, AND POSSIBLE ACTION TO RECONVENE THE CHARTER REVIEW COMMITTEE TO REVIEW AND MAKE SUGGESTED CHANGES TO CERTAIN PROPOSALS. (RAY JONES, CITY ATTORNEY & CHRIS POWELL, COUNCIL MEMBER)**

This item was pulled from the agenda.

**ITEM NO. 12** on the agenda was **CONSIDERATION AND POSSIBLE ACTION TO SCHEDULE A PUBLIC WORKSHOP IN SEPTEMBER TO DISCUSS UTILITY RATE ADJUSTMENTS. (RAY JONES, CITY ATTORNEY)**

Motion was made by Council Member Palmer, seconded by Council Member Smart to approve a Public Workshop in September to discuss utility rate adjustments. Yes votes: Plank, Lloyd, Powell, Magirowsky, Palmer, Smart, Knapp, Larsen. No votes: None. Motion approved.

**ITEM NO. 13** on the agenda was **EXECUTIVE SESSION: CONFIDENTIAL COMMUNICATIONS BETWEEN CITY COUNCIL AND CITY ATTORNEY PURSUANT TO 25 O.S. § 307 (B) (4) CONCERNING OKLAHOMA COUNTY CASES CJ-2023-2817 AND CJ-2023-2816 UNDER ADVICE OF CITY ATTORNEY THAT DISCLOSURE WILL SERIOUSLY IMPAIR THE ABILITY OF THE CITY COUNCIL TO CONDUCT LITIGATION IN THE PUBLIC INTEREST.**

**ITEM NO. 14** on the agenda was **EXECUTIVE SESSION: CONFIDENTIAL COMMUNICATIONS BETWEEN CITY COUNCIL, CITY ATTORNEY AND TONY PUCKETT, ATTORNEY WITH MCAFEE AND TAFT, AND CO-COUNSEL MATT SILL, PURSUANT TO 25 O.S. § 307 (B) (4) CONCERNING THE MATTER PENDING IN THE UNITED STATES DISTRICT COURT OF SOUTH CAROLINA, CASE MDL NO. 2873, FOR DISCUSSION OF LITIGATION ON BEHALF OF THE CITY OF BETHANY AGAINST MANUFACTURERS OF AQUEOUS FILM-FOAMING FOAM AND OTHER “FOREVER” CHEMICALS FOR CONTAMINATION OF WATER UNDER ADVICE OF CITY ATTORNEY THAT DISCLOSURE WILL SERIOUSLY IMPAIR THE ABILITY OF THE CITY COUNCIL TO CONDUCT LITIGATION IN THE PUBLIC INTEREST.**

**A. ENTER EXECUTIVE SESSION.**

Motion was made by Council Member Magirowsky, seconded by Council Member Smart to combine Item 13 and Item 14 to enter executive session at 7:32 p.m. Yes votes: Plank, Lloyd, Powell, Magirowsky, Palmer, Smart, Knapp, Larsen. No votes: None. Motion approved.

**B. EXIT EXECUTIVE SESSION.**

Motion was made by Council Member Magirowsky, seconded by Council Member Larsen to exit executive session at 8:15 p.m. No action was taken. Yes votes: Larsen, Plank, Palmer, Lloyd, Magirowsky, Smart, Powell, Knapp. No votes: None. Motion approved.

**ITEM NO. 15** on the agenda was **CONSIDERATION AND POSSIBLE ACTION TO RETAIN TONY PUCKETT, ATTORNEY WITH MCAFEE AND TAFT, AND CO-COUNSEL MATT SILL TO REPRESENT THE CITY OF BETHANY IN UNITED STATES DISTRICT COURT OF SOUTH CAROLINA, CASE MDL NO. 2873, AND OTHER POTENTIAL LITIGATION AGAINST MANUFACTURERS OF AQUEOUS FILM FOAMING FOAM.**

Motion was made by Council Member Palmer, seconded by Council Member Plank to retain Tony Puckett, Attorney with McAfee and Taft, and Co-Counsel Matt Sill to represent the City of Bethany in United States District Court of South Carolina, Case MDL NO. 2873, and other potential litigation against manufacturers of aqueous film foaming foam. Yes votes: Knapp, Powell, Magirowsky, Smart, Larsen, Plank, Palmer, Lloyd. No votes: None. Motion approved.

**ITEM NO. 16** 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. 16** on the agenda was the **CITY ATTORNEY’S REPORT**

Attorney Jones reported he has reached an agreement for water leases on wells 26, 27 and 215. Working on TIF contracts with Page Bass and Carlson Adventures.

**ITEM NO. 17** on the agenda was the **CITY MANAGER’S REPORT.**

City Manager Gray reported the following:

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

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

Make up trash day will be Wednesday, September 6<sup>th</sup>.

**ITEM NO. 18** on the agenda was **COUNCIL MEMBERS' ANNOUNCEMENTS, COMMENTS, AND PROPOSALS.**

Each Council Member was given the opportunity to comment.

**ITEM NO. 19** on the agenda was **ADJOURN UNTIL SEPTEMBER 19, 2023.**

Mayor Lloyd adjourned the Bethany City Council meeting at 8:28 P.M.

---

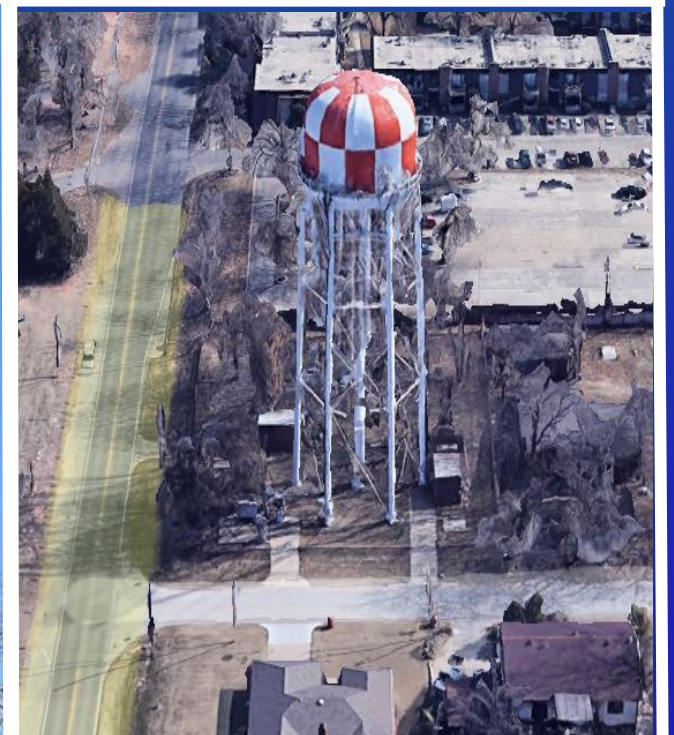
MAYOR

---

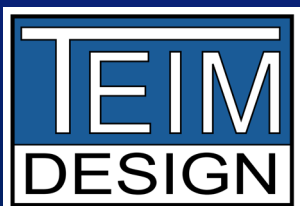
CITY CLERK



# CITY OF BETHANY OKLAHOMA



## Water Projects Update





- **This project replaced 1,265 linear feet of waterline and appurtenances on Holloway Avenue between NW 36<sup>th</sup> Street and NW 32<sup>nd</sup> Street. An additional 280 linear feet was also replaced on NW 34<sup>th</sup> Street.**
- **This project also replaced 28 water meters with new ultrasonic meters.**
- **The total cost of the project was \$283,755 and is substantially complete. The remaining items of work are re-grading, backfilling, sodding, and clean-up.**



- **Replace existing mechanical meters with ultrasonic meters that can be read remotely**
- **\$1.5 million matching ARPA Grant**
- **Phase 1 contract awarded to SW Water Works on July 18, 2023 in the amount of \$2,544,540**
- **Contractor is currently in the material acquisition stage and should begin construction in September 2023 with completion scheduled in April 2024**



- **The City has been awarded \$250,000 for the installation of additional ultrasonic water meters.**
- **City Staff and TEIM Design are working with the ARPA administrator to determine if these funds can be added to the existing ARPA funded water meter project or if a new project needs to be advertised.**



- Existing wellfield production 3.01 MGD
- Re-drilling 4 wells (26, 27, 17, and 18)
- Rehabilitating 8 wells (2, 5, 9, 15, 16, 25, 212, and 213) increases production to 0.3 MGD
- Increase capacity in wellfield transmission lines to transport increased production to the water treatment plant
- Current ARPA funding is \$4.6 million
- Plans complete and submitted to ODEQ for approval
- Upon ODEQ approval, request approval to bid from the City and provide plans to OWRB for approval to meet 90-day requirement for bid for ARPA funds.

# PROPOSED 20-YEAR CAPITAL IMPROVEMENT PROJECT LIST

CITY OF BETHANY



Year	Well Field Rehab	Estimated meter infrastructure		Waterlines < 6"	Section line road	WTP 2 million	BPS 2 million	Elevated 500,000	Elevated 1,000,000	WTP SCADA	WTP new	WTP new	Booster pump station	Well field	Annual Total
	ARPA Funding	service line replacement		16 blocks / year	waterlines <12"	gallon tank	gallon tank	gallon steel tank	gallon steel tank	computers	communications	Sump Pump	new pumps and motors	maintenance	
		ARPA Funding	Bethany funding		1/2 mile / year										
1	\$ 4,600,000.00	\$ 1,500,000.00	\$ 1,500,000.00												
2												\$ 30,000.00	\$ 2,500,000.00	\$ 50,000.00	\$ 2,580,000.00
3			\$ 1,600,000.00				\$ 1,050,000.00			\$ 100,000.00	\$ 35,000.00			\$ 50,000.00	\$ 2,835,000.00
4			\$ 1,600,000.00											\$ 50,000.00	\$ 1,650,000.00
5			\$ 1,600,000.00			\$ 750,000.00								\$ 50,000.00	\$ 2,400,000.00
6			\$ 1,550,000.00		\$ 800,000.00									\$ 50,000.00	\$ 2,400,000.00
7				\$ 625,000.00	\$ 800,000.00			\$ 875,000.00						\$ 50,000.00	\$ 2,350,000.00
8				\$ 625,000.00	\$ 800,000.00				\$ 875,000.00					\$ 50,000.00	\$ 2,350,000.00
9				\$ 625,000.00	\$ 800,000.00						\$ 35,000.00			\$ 50,000.00	\$ 1,510,000.00
10				\$ 625,000.00	\$ 800,000.00									\$ 50,000.00	\$ 1,475,000.00
11				\$ 625,000.00	\$ 800,000.00									\$ 50,000.00	\$ 1,475,000.00
12				\$ 625,000.00	\$ 800,000.00									\$ 50,000.00	\$ 1,475,000.00
13				\$ 625,000.00	\$ 800,000.00									\$ 50,000.00	\$ 1,475,000.00
14				\$ 625,000.00	\$ 800,000.00									\$ 50,000.00	\$ 1,475,000.00
15				\$ 625,000.00	\$ 800,000.00						\$ 35,000.00			\$ 50,000.00	\$ 1,510,000.00
16				\$ 625,000.00	\$ 800,000.00									\$ 50,000.00	\$ 1,475,000.00
17				\$ 625,000.00	\$ 800,000.00									\$ 50,000.00	\$ 1,475,000.00
18				\$ 625,000.00	\$ 800,000.00									\$ 50,000.00	\$ 1,475,000.00
19				\$ 750,000.00	\$ 800,000.00									\$ 50,000.00	\$ 1,600,000.00
20					\$ 800,000.00									\$ 50,000.00	\$ 850,000.00
	\$ 4,600,000.00	\$ 1,500,000.00	\$ 7,850,000.00	\$ 8,250,000.00	\$ 12,000,000.00	\$ 750,000.00	\$ 1,050,000.00	\$ 875,000.00	\$ 875,000.00	\$ 100,000.00	\$ 105,000.00	\$ 30,000.00	\$ 2,500,000.00	\$ 950,000.00	\$ 41,435,000.00

Opinion of Probable 20 year Capital Improvement costs = \$ 41,435,000.00  
 ARPA Funds = \$ 6,100,000.00  
 Bethany Fund = \$ 35,335,000.00

## BETHANY CITY COUNCIL

From: Michael Vaughn, Finance Director  
Date: September 14, 2023  
Subject: Claims List for the 09/19/2023 City Council Meeting

### GENERAL OPERATIONS FUND

FUND	AMOUNT
General Operation Fund	\$101,748.01
Public Safety Fund	\$11,955.54
Capital Improvement Fund	\$18,752.27
Federal Grant Fund	\$33,121.36
2022A GO Bond	\$43,924.60
Municipal Court Fund	\$7,926.28
<b>TOTAL</b>	<b>\$217,428.06</b>

### ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$217,428.06
Bethany Public Works Authority	\$202,702.58
Bethany Hospital Trust	\$0.00
Bethany Development Authority	\$0.00
<b>TOTAL</b>	<b>\$420,130.64</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				
24-48676	10-005216	PERDUE BRANDON FIELDER COLLAUG	2023 COLLECTION RPT	9/2023	AUG 23	1,723.75
DEPARTMENT TOTAL:						1,723.75
DEPARTMENT: 01.0		MANAGEMENT				
24-48126	10-004660	MOTHER NATURE'S INC.	PEST INSIDE/OUTSIDE	9/2023	1402260	120.00
24-48394	10-005156	COX COMMUNICATIONS INC.	PHONE/INTERNET SVC	9/2023	20230831	1,447.46
24-48301	10-005373	CARD SERVICES/PI	74 AZUARE MICROSOFT LIC.	9/2023	SEPT E03000WX3E	547.74
24-48399	10-005373	CARD SERVICES/PI	INDEED ADS	9/2023	83304104	150.24
24-48403	10-005373	CARD SERVICES/PI	BUS. ADVANTAGE	9/2023	SEPT E030000VVF6	512.50
24-48719	10-005373	CARD SERVICES/PI	BATTERIES/PEN HOLDER/KEY	9/2023	6641853	16.78
24-48684	10-005671	BOBBY C. MILLER	OSBI REIMBURSEMENT	9/2023	20230827	19.00
24-48194	10-005851	LYTLE, SOULE' & FELTY, P.C.	ATTORNEY MNTLY CONTRACT	9/2023	204944	5,000.00
24-48195	10-005851	LYTLE, SOULE' & FELTY, P.C.	ATTORNEY OUTSIDE CONTRACT	9/2023	204945	2,016.50
24-48724	10-005931	OKLAHOMA MUNICIPAL MANAGEMEM	MEMBERSHIP RENEWAL	9/2023	15454	4,000.00
24-48663	10-005932	LIPPERT BROTHERS, INC.	CS SPEAKERS MOVED	9/2023	JOB 1710 20230907	1,193.50
24-48228	10-006122	MESSER-BOWERS COMPANY	CRIME POLICY	9/2023	58123	72.65
24-48753	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY INSURANCE	9/2023	1st QUARTER	1,116.16
24-48768	10-1509	TOM'S SPEEDY LOCK & KEY	SERDOOR TO LOBBY	9/2023	69590	154.00
24-48079	10-2274	OZARKA WATER COMPANY	MO RENTAL/WATER	9/2023	34463569	42.89
24-48400	10-2448	MARGARET MCMORROW-LOVE	LEGAL SVC	9/2023	20230905	2,656.00
24-48723	10-2582	CMAO	RENEWAL FEE	9/2023	15892	700.00
24-48167	10-3196	IMAGENET CONSULTING, LLC	MONTHLY SVC IT	9/2023	INV672484	7,482.50
24-48755	10-3276	GENERAL MAILING EQUIP INC	POSTAGE METER MAINT.	9/2023	80355	35.03
24-48666	10-3331	RUCKER MECHANICAL	COUNCIL ROOM	9/2023	94301	357.50
24-48756	10-4249	YMCA OF GREATER OKC	YMCA AGREEMENT REIMB.	9/2023	202308	15,000.00
24-48078	10-4310	AMERIFLEX	FSA ADMIN FEE	9/2023	INV652347	190.80
DEPARTMENT TOTAL:						42,831.25
DEPARTMENT: 02.0		FINANCE				
24-48228	10-006122	MESSER-BOWERS COMPANY	CRIME POLICY	9/2023	58123	18.16
24-48761	10-006132	ARLEDGE	FY 2024 AUDIT	9/2023	43049	2,400.00
24-48313	10-0596	FUZZELL'S BUSINESS	SHARP COPIER MAINTENANCE	9/2023	MM96029	11.56
24-48755	10-3276	GENERAL MAILING EQUIP INC	POSTAGE METER MAINT.	9/2023	80355	35.03
DEPARTMENT TOTAL:						2,464.75

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 03.0		COURT				
24-48394	10-005156	COX COMMUNICATIONS INC.	PHONE/INTERNET SVC	9/2023	20230831	437.54
24-48228	10-006122	MESSER-BOWERS COMPANY	CRIME POLICY	9/2023	58123	42.38
24-48043	10-0596	FUZZELL'S BUSINESS	COPIER MAINTENANCE	9/2023	MM96030	87.46
24-48753	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY INSURANCE	9/2023	1st QUARTER	797.27
24-48042	10-2274	OZARKA WATER COMPANY	WATER	9/2023	34463568	32.98
24-48722	10-3098	TS HEAT AND AIR INC	ANNUAL AIR CONDITIONER	9/2023	21563873	392.00
24-48041	10-3342	JANI-KING OF OKLAHOMA, INC.	JANITORIAL SERVICE	9/2023	OKC09230117	640.66
DEPARTMENT TOTAL:						2,430.29
DEPARTMENT: 05.0		POLICE				
24-48614	10-004536	APPLIED CONCEPTS, INC.	Speed Module & Cables	9/2023	424915	539.10
24-48066	10-004660	MOTHER NATURE'S INC.	Spraying for Bugs Monthly	9/2023	1402259	60.00
24-48134	10-004789	TRADS, INC	Monthly Usage	9/2023	234929-202308-1	75.00
24-48394	10-005156	COX COMMUNICATIONS INC.	PHONE/INTERNET SVC	9/2023	20230831	1,345.03
24-48712	10-005373	CARD SERVICES/P1	Coffee	9/2023	20230908	24.76
24-48714	10-005373	CARD SERVICES/P1	Range Supplies	9/2023	20230908-	47.96
24-48715	10-005373	CARD SERVICES/P1	Cleaning Supplies for AC	9/2023	09082023	171.68
24-48096	10-005634	INNOVATIVE SECURITY OF OKLA	Monthly Monitoring Fee	9/2023	650796	19.95
24-48064	10-006044	HOUSE OF MODS LLC	Fleet Maint	9/2023	45807,45828	1,508.90
24-48599	10-006048	THE COMPLIANCE RESOURCE GRO	Pension Physical - Chavez	9/2023	78835	600.00
24-48151	10-006116	GREEN'S DEFENSIVE SOLUTIONS	Transitional Pistol Class	9/2023	339	270.00
24-48228	10-006122	MESSER-BOWERS COMPANY	CRIME POLICY	9/2023	58123	242.15
24-48282	10-1063	OG&E	MNTHLY SVC	9/2023	20230908	23.82
24-48753	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY INSURANCE	9/2023	1st QUARTER	11,400.89
24-48405	10-2274	OZARKA WATER COMPANY	Yearly Water for Shelter	9/2023	0973966	9.99
24-48406	10-2274	OZARKA WATER COMPANY	Yealry Water for Range	9/2023	34596336	21.44
24-48059	10-3342	JANI-KING OF OKLAHOMA, INC.	PD Cleaning	9/2023	OKC09230116	1,774.66
24-48718	10-3415	SPECIAL-OPS UNIFORMS, INC.	Coats & Vest Carriers	9/2023	343105	80.00
DEPARTMENT TOTAL:						18,215.33
DEPARTMENT: 06.0		FIRE				
24-48363	10-005005	BRONCO EQUIPMENT RENTAL &	SLAWN MOWER PARTS	9/2023	864536-0001	25.00
24-48394	10-005156	COX COMMUNICATIONS INC.	PHONE/INTERNET SVC	9/2023	20230831	689.88
24-48560	10-005357	MY-LOR	ACCOUNTABILITY TAGS	9/2023	5709	24.21
24-48228	10-006122	MESSER-BOWERS COMPANY	CRIME POLICY	9/2023	58123	133.18
24-48733	10-1	MATTHEW BISWELL	REIMBURSEMENT	9/2023	20230809	592.00
24-48736	10-1	MATTHEW BISWELL	REIMBURSEMENT	9/2023	20230830	534.00
24-48753	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY INSURANCE	9/2023	1st QUARTER	1,966.59
24-48705	10-2513	RISK MANAGEMENT DEPARTMENT	INSURANCE	9/2023	RS00007096	350.00
24-48283	10-4279	C.O.P.S. PRODUCTS LLC	UNIFORM POLOS/SHORTS	9/2023	202305008	1,051.24
DEPARTMENT TOTAL:						5,366.10

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 07.0 COMMUNITY DEV						
24-48432	10-005689	CHALLENGER LANDSCAPING AND WEED ABATEMENTS		9/2023	1002-6416 NW EXPY	325.00
24-48228	10-006122	MESSER-BOWERS COMPANY	CRIME POLICY	9/2023	58123	30.27
24-48313	10-0596	FUZZELL'S BUSINESS	SHARP COPIER MAINTENANCE	9/2023	MM96029	11.56
24-48753	10-1085	OKLAHOMA MUNICIPAL ASSURANCL	LIABILITY INSURANCE	9/2023	1st QUARTER	797.27
24-48755	10-3276	GENERAL MAILING EQUIP INC	POSTAGE METER MAINT.	9/2023	80355	35.03
24-48729	10-3348	COUNTY CLERK OKLA COUNTY	ABATEMENT	9/2023	09112023	36.00
24-48730	10-3348	COUNTY CLERK OKLA COUNTY	ABATEMENT	9/2023	20230911	18.00
DEPARTMENT TOTAL:						1,253.13
DEPARTMENT: 08.1 PUBLIC WORKS - ADMIN						
24-48394	10-005156	COX COMMUNICATIONS INC.	PHONE/INTERNET SVC	9/2023	20230831	454.72
24-48228	10-006122	MESSER-BOWERS COMPANY	CRIME POLICY	9/2023	58123	9.08
24-48753	10-1085	OKLAHOMA MUNICIPAL ASSURANCL	LIABILITY INSURANCE	9/2023	1st QUARTER	292.33
DEPARTMENT TOTAL:						756.13
DEPARTMENT: 08.2 PUBLIC WORKS - STREETS						
24-48394	10-005156	COX COMMUNICATIONS INC.	PHONE/INTERNET SVC	9/2023	20230831	448.78
24-48459	10-005350	FORCE PERSONNEL	TEMP HELP	9/2023	75572	905.63
24-48228	10-006122	MESSER-BOWERS COMPANY	CRIME POLICY	9/2023	58123	36.32
24-48604	10-0694	HASKELL LEMON CONST CO	2 TONS ASPHALT	9/2023	4573	85.60
24-48685	10-0933	MAXWELL SUPPLY	SILT FENCE	9/2023	096124	90.42
24-48282	10-1063	OG&E	MNTHLY SVC	9/2023	20230908	14,327.12
24-48753	10-1085	OKLAHOMA MUNICIPAL ASSURANCL	LIABILITY INSURANCE	9/2023	1st QUARTER	1,302.20
24-48703	10-1329	SCHWARZ (BORAL) READY MIX	2 YARDS READY MIX	9/2023	309714	306.00
24-48725	10-2123	HOME DEPOT CREDIT SVCS	STAKES,BRUSH,8X10BOARD	9/2023	011654/8011174	46.66
24-48611	10-2702	AMERICAN LOGO & SIGNS	7 STREETS SIGNS	9/2023	48611	335.00
DEPARTMENT TOTAL:						17,883.73
DEPARTMENT: 08.4 PUBLIC WORKS - MAINT						
24-48228	10-006122	MESSER-BOWERS COMPANY	CRIME POLICY	9/2023	58123	6.05
24-48542	10-2305	HOIDALE CO INC	REPLACE DISPLAYFMU SCREEN	9/2023	1142888	174.50
24-48635	10-2305	HOIDALE CO INC	DX&REPAIR DIESEL TANK	9/2023	1142889	150.66
DEPARTMENT TOTAL:						331.21

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08.5		PUBLIC WORKS - PARKS				
24-48189	10-0006	A WELDORS SUPPLY	WELDING TANK RENTAL	9/2023	263661	24.80
24-48697	10-005005	BRONCO EQUIPMENT RENTAL &	STRIMMER LIN AND OIL	9/2023	864358-0001	293.50
24-48394	10-005156	COX COMMUNICATIONS INC.	PHONE/INTERNET SVC	9/2023	20230831	28.95
24-48317	10-005350	FORCE PERSONNEL	TEMP HELP FOR PARKS	9/2023	75571	6,635.21
24-48228	10-006122	MESSER-BOWERS COMPANY	CRIME POLICY	9/2023	58123	24.24
24-48747	10-0324	CENTRAL POWER EQUIP. INC	REPLACEMENTBARS&CHAINS	9/2023	332964	132.00
24-48680	10-0883	LOCKE SUPPLY CO.	TOILET HANDLE	9/2023	5464117.00	112.49
24-48282	10-1063	OG&E	MNTHLY SVC	9/2023	20230908	372.28
24-48753	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY INSURANCE	9/2023	1st QUARTER	79.73
24-48430	10-2369	STAN'S PLUMBING INC	ELDON LYON EAST SIDE	9/2023	19881	138.15
24-48525	10-3435	OKLA IRRIGATION INC	39TH ASBURY	9/2023	23934	650.99
DEPARTMENT TOTAL:						8,492.34
FUND TOTAL:						101,748.01

FUND: 021- PUBLIC SAFETY FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A		NON-DEPARTMENTAL				
24-48746	10-2703	OKLAHOMA BODY WORKS INC	ANIMAL CONTROL TRUCK	9/2023	20230706	9,178.00
DEPARTMENT TOTAL:						9,178.00
DEPARTMENT: 99.0		NON-DEPARTMENTAL				
24-48047	10-004789	TRADS, INC	JULY 2023	9/2023	JULY 2023-202307-1	170.00
24-48048	10-004789	TRADS, INC	AUG 2023	9/2023	AUG 2023	170.00
24-48653	10-004789	TRADS, INC	JUNE 2023 TLO BILL	9/2023	JUNE 2023-202306-1	170.00
24-48691	10-005373	CARD SERVICES/PI	3 Microsoft Pro 8 Tablets	9/2023	8644257	2,217.54
24-48708	10-0465	OK DEPT OF PUBLIC SAFETY	OLETS	9/2023	LET-011221	50.00
DEPARTMENT TOTAL:						2,777.54
FUND TOTAL:						11,955.54

FUND: 031- CAPITAL IMPROVE PROJECTS

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		PROJECTS >\$25,000				
24-48503	10-005900	TEIM DESIGN GROUP, PLLC	CRSAA MILL OVERLAY RKWEL	9/2023	12191	17,030.00
24-48566	10-006067	PARKHILL	CDBG GRANT ADMIN	9/2023	01210322.00-5	1,722.27
DEPARTMENT TOTAL:						18,752.27
FUND TOTAL:						18,752.27

FUND: 035- FEDERAL GRANT FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		Sewer Project				
24-48513	10-005900	TEIM DESIGN GROUP, PLLC	ARPA PENIEL WASTEWATER	9/2023	12190	29,553.00
DEPARTMENT TOTAL:						29,553.00
DEPARTMENT: 42.0		Automated Meter Project				
24-48512	10-005900	TEIM DESIGN GROUP, PLLC	ARPA METER AUTOMATION	9/2023	12193	3,568.36
DEPARTMENT TOTAL:						3,568.36
FUND TOTAL:						33,121.36

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		Projects				
24-48500	10-005900	TEIM DESIGN GROUP, PLLC	PROP 3B POLICE RENOVATION	9/2023	12204	12,174.10
24-48521	10-005900	TEIM DESIGN GROUP, PLLC	PROP 1H- NW25 TO NW 30TH	9/2023	12184	2,413.00
24-48522	10-005900	TEIM DESIGN GROUP, PLLC	PROP 1F-MUELLER/44 TO 50	9/2023	12186	7,523.50
24-48523	10-005900	TEIM DESIGN GROUP, PLLC	PROP 1G-DIVIS/36 TO 39	9/2023	12185	1,930.75
24-48524	10-005900	TEIM DESIGN GROUP, PLLC	PROP 1E 30/ RKWELL/PENIEL	9/2023	12187	3,878.25
24-48759	10-005900	TEIM DESIGN GROUP, PLLC	PROP 1D PENIEL/39TH/42ND	9/2023	12188	1,800.00
24-48763	10-005900	TEIM DESIGN GROUP, PLLC	PROP 1 A/B 23RD/RKWELL	9/2023	12192	14,205.00
DEPARTMENT TOTAL:						43,924.60
FUND TOTAL:						43,924.60

FUND: 072- MUNICIPAL COURT FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A		NON-DEPARTMENTAL				
24-48673	10-1869	CLEET	AUG 2023 CLEET REPORT	9/2023	AUGUST 23	2,721.17
24-48674	10-1970	OSBI	AUG 2023 AFIS REPORT	9/2023	AUG 2023	2,647.16
24-48675	10-1970	OSBI	AUG 2023 FORENSIC RPT	9/2023	AUG-2023-	2,527.95
24-48677	10-4235	OKLA BUREAU OF NARCOTICS	AUG 2023 OBN REPORT	9/2023	AUG 23-	30.00
DEPARTMENT TOTAL:						7,926.28
FUND TOTAL:						7,926.28
GRAND TOTAL:						420,130.64

## **LEGAL REPRESENTATION AGREEMENT**

THIS AGREEMENT is made the \_\_\_ day of September 2023, between the City of Bethany, Oklahoma (the “City”), and McAfee & Taft A Professional Corporation and Fulmer & Sill (collectively, the “Attorneys”).

WHEREAS, the City believes that it has a cause of action against certain Manufacturers of PFAS and Aqueous Film-Forming Foams (AFFF’s) and others (collectively, the “Defendants”) for damages and equitable relief arising out of the conduct of the Defendants in connection with the manufacturing, marketing and distribution of PFAS & AFFF’s (the “Claims”).

WHEREAS, the City represents that they are the owner of the Claims and have not assigned, modified, settled or received payment for the Claims, or entered into any prior fee agreement with any other attorney(s) with respect to the Claims.

NOW, THEREFORE, IT IS AGREED between the City and the Attorneys as follows:

1. **Contingent Fee.** In consideration of the services to be rendered by the Attorneys in connection with the Claim against Defendants, if the City obtains a recovery on their Claim, the City agrees to pay Attorneys the following attorneys’ fees for the risks of prosecuting this case on a contingency fee basis:

- a. If the case is settled prior to empanelment of a jury, a sum equal to twenty-five percent (25%) of the Recovery; and
- b. If the case is settled after empanelment of a jury, or a judgment in favor of the City is obtained, a sum equal to thirty-percent (30%) of the Recovery;

(the “Contingency Fee”). In calculating the Contingency Fee, the Recovery will first be reduced by the Costs as defined in paragraph 4 of this Agreement, and increased by any court awarded attorneys’ fees as defined by Paragraph 3.

2. **Recovery.** The term “Recovery” as used herein shall mean all sums and things of value received pursuant to any demand upon or litigation against Defendants whether said sums are received pursuant to settlement, court proceedings or otherwise.

3. **Court-Awarded Attorneys’ Fees.** If the City recovers court-awarded attorneys’ fees, the amount awarded shall be deemed part of the Recovery. The City understands that if they do not prevail on certain claims that may be asserted against the defendants, there is a potential for the Court to award attorneys’ fees and costs in favor of Defendants. City understands and agrees that any such award in favor of Defendants will be against the City, and the City will be solely liable to satisfy such judgment. Attorneys will not be liable for a judgment of attorneys’ fees awarded in favor of Defendants.

4. **Costs.** All necessary costs and expenses incurred in connection with the Claims, including but not limited to court costs, deposition costs, expert witness fees, witness expenses,

computer forensic expenses, e-discovery, copying, Westlaw and/or other legal research fees, settlement expenses, telephone, travel and lodging expenses of the Attorneys in connection therewith, shall initially be paid for by the Attorneys. The law firms will use reasonable professional judgment as to the necessity for the number of attorneys at formal settlement conference, pretrial conference or trial. Costs may include case specific expenses and the City's pro rata share of any general case expenses or assessments. General case expenses are those expenses incurred in the prosecution of the City's Claims for the benefit of the City that may also arise for other similarly situated municipalities, counties, airport trust and other parties involved in the PFAS & AFFF's litigation. If this matter is removed to a PFAS & AFFF's MDL proceeding in federal court, and it is determined that the City must pay an assessment to the MDL proceedings for attorneys' fees, legal expenses and/or costs connected to the MDL (the "MDL Assessment"), then the MDL Assessment shall be treated as Costs under this Agreement and will be paid to the MDL prior to the calculation of the Recovery. All costs incurred by Attorneys shall be deducted from any amounts received and repaid to Attorneys before the Recovery is calculated. To the extent the City receives an award of costs from the Court, the amount awarded shall be deemed part of the Recovery. If no Recovery is obtained, City will have no obligation to pay costs, unless the costs are costs awarded to Defendants by the Court on the City's Claims.

5. **Assignment of Portion of Claim.** City hereby transfers and assigns to Attorneys an undivided interest in City's claims. The undivided interest hereby assigned to Attorneys by City is equivalent to the fees, costs, and expenses, including the percentage of any Recovery, that City, by this Agreement, promises to pay to Attorneys. The undivided interest assigned by this Agreement is a present, not an executor interest.

6. **Settlement Decisions.** All decisions relative to acceptance or rejection of any settlement offer will remain the sole discretion of the City, provided, however, if the City neglects to accept the Attorneys' advice on whether to accept any settlement offer, the City agrees they will become liable for all costs incurred in said action and any attorneys' fees billed after the date the City receive written notification from Attorneys that they should accept the settlement offer.

7. **Attorneys' Obligations.** The Attorneys agree that they will diligently institute and prosecute said action to a final determination, make all reasonable and necessary efforts to collect any judgment that may be rendered therein in favor of the City; that they will promptly communicate to the City any offers of compromise; and that, in the event of a judgment unfavorable to the City, they will, if in the Attorneys' sole judgment reasonable grounds therefore exist, appeal said cause and prosecute the same to final determination. Attorneys shall staff this matter with such attorneys and legal assistants as they deem appropriate.

8. **Withdrawal.** Attorneys may withdraw from representation of City's Claims at any time with written notice.

9. **No Guarantee.** The City acknowledges that Attorneys have made no guarantee regarding the successful prosecution of the Claims, nor any guarantee regarding the Recovery or the type of relief, if any, which the City may obtain therefrom. Further, the City acknowledges

that the Attorneys do not warrant or represent the validity of the Claims, the results of any action or the collectability of any judgment.

10. **Multiple Representation.** The City understands and agrees that Attorneys may represent other clients, including governmental entities, in connection with claims against Defendants. Defendants may attempt to settle cases in groups under a matrix-type system whereby our clients are offered different settlement amounts, depending on the circumstances of different groups of clients categorized by the specific allegations of misconduct and/or severity of damages. Once settlement value under the “matrix” is determined, the City is given the opportunity to accept or reject the settlement and/or injunctive relief being offered, within the matrix system. Defendants may also try to settle all or a portion of our clients’ cases as a group, meaning the Defendants may attempt to settle all or a portion of your Claim along with a number of other similar cases the Attorneys are handling. The allocated amount the City will receive under any group settlement will be communicated to the City and the City may approve or reject participation in the group settlement. The City agrees to the above settlement procedures. The City also agrees that Attorneys may retain or work with other attorneys, consultants and/or experts; however, such will not increase the attorneys fees paid by the City.

11. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

12. **Amendments and Modifications.** The City and the Attorneys specifically acknowledge and agree that this Agreement constitutes the entirety of their agreement and supersedes and replaces any and all prior agreements, negotiations, or discussions between them; and, that this Agreement shall not be amended, modified, or changed in any manner whatsoever unless such amendments, modifications, or changes shall be in writing and signed by all the parties hereto.

13. **Choice of Law.** This Agreement shall be construed in accordance with the laws of the State of Oklahoma.

ATTORNEYS:

CITY OF BETHANY, OKLAHOMA:

McAfee & Taft

\_\_\_\_\_  
By: Todd Court, Vice President

\_\_\_\_\_  
By: Nikki Lloyd, Mayor

Fulmer Sill

\_\_\_\_\_  
By: Matt Sill

**City of Bethany**

From: Michael Vaughn, Finance Director  
Date: 9/14/2023  
Subject: Budget Amendment 24-6 and 24-7

BACKGROUND

On 3-21-23, the City entered into a contract with ODOT for improvements and modification of SH 66 between Asbury and Redmond. The City's share of this project would be \$507,401.70. On 2-21-23, the City and SNU entered into an agreement providing for payment by SNU of \$365,289.22 of the City's share of the cost. The remaining \$148,112.48 would come from the City's Stabilization Reserve Fund. We have received \$365,289.22 from SNU. Budget Amendment 24-6 would recognize the funds received, the transfer of the Stabilization Reserve funds, and appropriate those funds for the project.

On 6-20-23, the City Council passed Resolution 1678 entering into an agreement with ODOT for a project to mill and overlay approaches and intersection of NW 23<sup>rd</sup> and Rockwell. The project construction would be funded from the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) in the amount of \$ 609,161. The City would be responsible for \$86,500 in engineering costs, to be transferred from the Stabilization Reserve Fund.

After these expenditures, there will be \$3,454,330.52 left in the Stabilization Reserve Fund.

RECOMMENDATION

1. Approve Budget Amendment 24-6 and 24-7(attached).

ADDITIONAL COMMENTS



**Approval of and authorization to execute Budget Amendment Number BA# 24-6**

**BUDGET AMENDMENT FORM**



**Funds:** Capital Improvement Fund/General Fund  
**Amendment #:** BA #24-6  
**Fiscal Year:** FY2024

<u>Account #</u>	<u>Account Name</u>	<u>Estimated Revenue</u>		<u>Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
<b>Capital Improvement Fund</b>					
031-540.0-42032	ODOT/SNU Project			507,402	
031-39010	Miscellaneous Revenue	365,289			
031-599.0-810	Transfer from General Fund	142,113			
<b>General Fund</b>					
010-599.0-931	Transfer to Cap. Imp. Fund			142,113	
010-25384	Stabilization Reserve Fund	142,113			
<b>TOTALS</b>		<u>649,515</u>	<u>-</u>	<u>649,515</u>	<u>-</u>

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

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

Budget Amendment 24-6 Recognizes the contribution from SNU for the ODOT project and the transfer from the General Fund Stabilization Reserve Fund to the Capital Improvement Fund and Appropriates those funds for the project.

**Date & Signature of Mayor:** \_\_\_\_\_  \_\_\_\_\_ Date

**Date & Signature of City Manager:** \_\_\_\_\_  \_\_\_\_\_ Date

**Date Approved by City Council: September 19th, 2023** \_\_\_\_\_

Stabilization Reserve Fund

**Unappropriated Fund Balance Remaining After Amendment:** **3,540,832.00**

**Approval of and authorization to execute Budget Amendment Number BA# 24-7**

**BUDGET AMENDMENT FORM**



**Funds:** Capital Improvement Fund/General Fund  
**Amendment #:** BA #24-7  
**Fiscal Year:** FY2024

<u>Account #</u>	<u>Account Name</u>	<u>Estimated Revenue</u>		<u>Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
<b>Capital Improvement Fund</b>					
031-540.0-42024	CRRSAA Rockwell Ave Proj.			695,661	
031-33131	Grant Revenue	609,161			
031-599.0-810	Transfer from General Fund	86,500			
<b>General Fund</b>					
010-599.0-931	Transfer to Cap. Imp. Fund			86,500	
010-25384	Stabilization Reserve Fund	86,500			
<b>TOTALS</b>		<u>782,161</u>	<u>-</u>	<u>782,161</u>	<u>-</u>

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

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

Budget Amendment 24-7 Recognizes the CRRSAA Grant Revenue and the transfer from the General Fund Stabilization Reserve Fund to the Capital Improvement Fund and Appropriates those funds for the project.

**Date & Signature of Mayor:** \_\_\_\_\_ **x** \_\_\_\_\_ **Date**

**Date & Signature of City Manager:** \_\_\_\_\_ **x** \_\_\_\_\_ **Date**

**Date Approved by City Council: September 19th, 2023** \_\_\_\_\_

Stabilization Reserve Fund

**Unappropriated Fund Balance Remaining After Amendment:** **3,454,331.00**

**BETHANY CITY COUNCIL**

From: Elizabeth A. Gray, City Manager  
Date: September 14, 2023  
Subject: Discuss and possibly approve awarding the design contract for General Obligation Bond Proposition 2-F Cecil Mendenall Park to TEIM Design

BACKGROUND

On August 23, 2022, citizens of Bethany passed General Obligation Bond, Proposition 2-F, for improving Cecil Mendenall Park including constructing restroom facilities.

The Scope of Services for this project will include all necessary services to furnish complete detailed construction plans and bidding documents for the restroom and appurtenances. The total cost of the pre-construction services is \$12,750.00. This project will be funded with 2016 G.O. Bond funds.

RECOMMENDATION

1. Approval to award the design contract for General Obligation Bond Proposition 2-F to TEIM Design 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.

**CITY OF BETHANY, OKLAHOMA  
DESIGN CONTRACT**

This contract entered into between the City of Bethany, Oklahoma, hereinafter called the “City”; and TEIM Design, PLLC., 3020 NW 149<sup>th</sup> Street, Oklahoma City, Oklahoma, hereinafter called the “Designer”, this 19<sup>th</sup> day of September 2023 for the purpose of providing design services and prepare contract documents for Proposition 2-F Cecil Mendenall Park Restroom Facilities, hereinafter referred to as the PROJECT;

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

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

SECTION 1

A. BASIC SERVICES OF DESIGNER

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

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

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

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

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

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

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

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

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

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

7. Indemnity

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

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

9. Preliminary Design Phase

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

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

10. Final Design Phase

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

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

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

## 11. Advertising and Bidding Phase

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

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

## 12. Construction Phase

During the Construction Phase, the Designer shall:

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

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

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

## SECTION 2

### CITY RESPONSIBILITIES

#### The City Shall:

1. To pay a total fee based on hourly rates or lump sum amount. The total fee for provided services are presented on EXHIBIT "A".  
  
Said payments to be made based on monthly invoices for hours worked or percent complete on lump sum projects.
2. Provide full information as to their requirements for the project.

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

### SECTION 3

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

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



**EXHIBIT “A”**  
**Scope of Services**

CITY OF BETHANY  
Proposition 2-F Cecil Mendenall Park Restroom Facilities

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

- Proposition 2-F Cecil Mendenall Park Restroom Facilities  
The total cost of design services for Proposition 2-F is \$12,750 lump sum

The total cost of design services for Proposition 2-F Cecil Mendenall Park Restroom Facilities is \$12,750 lump sum.

**EXHIBIT “B”**

**Compensation for Hourly Design Services & Payments**

**Compensation.**

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

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

**Payments.**

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

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

**BETHANY CITY COUNCIL**

From: Elizabeth A. Gray, City Manager  
Date: September 14, 2023  
Subject: Amendment No. 1 Engineering Contract

BACKGROUND

The City of Bethany has been fortunate to receive an additional \$250,000 in County ARPA funds for the replacement of old mechanical water meters with new ultrasonic meters that can be read remotely. This project will require engineering and pre-construction services. Consequently, the contract for TEIM Design needs to be amended to fund these services.

Staff recommends approval of the attached amendment to increase the dollar amount by \$20,000 for engineering services.

RECOMMENDATION

1. Approval of Amendment No. 1 of the Engineering Contract between TEIM Design and the City of Bethany.



ADDITIONAL COMMENTS

**AMENDMENT NO. 1 ENGINEERING CONTRACT**

**CITY OF BETHANY**

This Amendment is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the City of Bethany, OK, herein called the "City", and TEIM Design, herein called the "Engineer".

**WITNESSETH:**

**WHEREAS**, the City and the Engineer entered into an agreement on December 20, 2023, to provide City Engineering Services for the City.

**WHEREAS**, this contract allows for the City to request additional tasks, which may be required:

**WHEREAS**, the City wishes to add new task projects;

**WHEREAS**, the Engineer shall perform these tasks and furnish completed detailed construction plans, bidding, and construction services in accordance to each specific project task;

**WHEREAS**, the new project tasks (Phase II) shall be as follows;

County ARPA funded automated meter replacements

Design	\$20,000	Lump Sum
Total Fee	\$20,000	

**WHEREAS**, section 2 of the original contract must be amended to provide for the Engineer's increased scope of work as outlined above & associated fees, and

**WHEREAS**, the total compensation to be paid to the Engineer for this contract & amendment shall be as follows:

For the original contract:

Not to exceed \$135,000 for engineering services

For Amendment No. 1:

Not to exceed \$20,000 for engineering services

Total Amended Contract:

Not to exceed \$155,000

**WHEREAS**, both parties agree to amend said contract

**IN WITNESS WHEREOF**, this Amendment was executed and approved by the Engineer  
this \_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST: TEIM Design, PLLC.

State of Oklahoma

County of Oklahoma

\_\_\_\_\_  
President

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 2023, by Joe Davis PE as President of TEIM  
Design, PLLC.

My Commission Expires/Commission Number: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_/\_\_\_\_\_  
Seal

**IN WITNESS WHEREOF**, this Amendment was approved and executed by the City of Bethany  
this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

City of Bethany

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

\_\_\_\_\_  
City Manager, Elizabeth Gray

## WATER LEASE

THIS AGREEMENT made and entered into this 1 day of September, 2023 by and between Phillip Stinchcomb Living Trust, Phyllis L. Burright, co-trustee and Mark W. Stinchcomb, co-trustee, the address of the trust being 13300 S. Pennsylvania Ave. Edmond, OK 73025 and the Ronald D. Stinchcomb Living Trust, Ronald D. Stinchcomb, co-trustee and Sara R. Stinchcomb, co-trustee, the address of the trust being: 717 Touchmark Court, Edmond, OK 73003, hereinafter called LESSOR and the City of Bethany, Oklahoma, a municipal corporation, hereinafter called LESSEE:

## WITNESSETH:

1. LEASED PREMISES. That the LESSOR, for and in consideration of the sum of \$10.00, and other valuable consideration, and the covenants, and agreements herein contained, has granted, demised, leased, and let and does hereby grant, demise, lease and let exclusively unto the LESSEE for the purpose of exploring, prospecting, drilling, re-drilling, maintaining and operating wells numbered 26, 27 and 215, operating for, and producing ground water, laying pipelines, laying electric lines, and constructing such other structures and appurtenances as are reasonably necessary to produce, save, use and transport said water, the following-described lands situated in Canadian County, Oklahoma and Oklahoma County, Oklahoma:

A part of the East  $\frac{1}{2}$  of the SE/4 and a part of Lot 9, of Section 1, T12N, R5W beginning at a point 670 feet West of the SE corner of said Quarter Section; thence N.  $29^{\circ} 57'$  East a distance of 112.6 feet; thence N.  $17^{\circ} 26'$  West a distance of 295.0 feet, this point being 190.0 feet S.  $20^{\circ} 01'$  East of the existing property line of the City Reservoir Property; thence S.  $70^{\circ} 12'$  W. a distance of 411.1 feet; thence S.  $79^{\circ} 49'$  W. a distance of 500.0 feet, this point being 99.6 feet S.  $20^{\circ} 01'$  East of the existing property line of the City Reservoir Property; thence S.  $10^{\circ} 00'$  W. a distance of 221.7 feet; thence S.  $30^{\circ} 40'$  E. a distance of 100.4 feet to a point 1581.2 feet W. of the Southeast corner of said Section 1, thence East along the line between Section 1, and Section 12, T12N, R5W, a distance of 911.2 feet to the point of beginning. Containing 7.12 acres, more or less, and also a part of Lot 6, Section 12, T12N, R5W of the I.M. beginning at a point 670.0 feet West of the Northeast corner of said Quarter Section; thence West along the line between Section 12 and Section 1, T12N, R5W, a distance of 911.2 feet; thence S.  $30^{\circ} 40'$  E. a distance of 95.0 feet; thence S.  $35^{\circ} 15'$  E. a distance of 300.0 feet; thence N.  $29^{\circ} 57'$  E. a distance of 887.4 feet to the point of beginning. Containing 7.31 acres, more or less, all in Canadian County, Oklahoma.

Beginning at a point 250 North, 10 deg. 9 min. West of the SE corner of the SE/4 SW/4 of Section 7, T12N, R4W; thence North 36 deg. 39 min. West for a distance of 710 feet; thence North 82 deg. 39 min. West 880 feet; thence North 38 deg. 55 min. west 167.1 feet; thence North 11 deg. 27 min. West 330 feet; thence North 25 deg. 7 min. West 591 feet; thence North 38 deg. 40 min. East 630 feet to a point on

the North line of Lot 6; thence East on the North line of said lot 6, a distance of 920 feet to a point, said point being the center of Section 7; thence South on the centerline of Section 7, to point of beginning, being 50.07 acres, more or less, Oklahoma County, Oklahoma.

The SE/4, Section 1, T12N, R5W, Canadian County, Oklahoma, less and except all the oil, gas, and other minerals, and less the property therein owned by Oklahoma City, Oklahoma being 113 acres more or less.

The North half of SE/4 and the SW/4 of the SE/4 of Section 6, T12N, R4W, of the I.M., Oklahoma County, Oklahoma.

Provided the LESSEE shall consult with the LESSOR regarding the location of any improvements on the leased premises before construction, and the parties shall mutually agree to the location consistent with obligations imposed by State law and regulation.

2. TERM. It is agreed that this lease shall remain in force for a term of (15) years from this date, herein called the primary term, and will continue for successive five (5) year terms thereafter as long as water is produced from the leased premises by LESSEE unless canceled by LESSEE as provided in paragraph number 12, or the contract is modified by the LESSOR as provided in paragraph number 13.
3. ANNIVERSARY DATE. Regardless of the date of execution, for the purpose of this lease, the anniversary date of this contract shall be the 1<sup>st</sup> day of January of each year.
4. RENTAL. On or before the 1<sup>st</sup> day of January of 2024, and on or before the first day of January of each succeeding year thereafter the lease shall renew as to both parties. On the last day of any month, the LESSEE shall pay or tender to the LESSOR a sum based upon a rate of 25 cents/1000 gallons drawn from the wells in the previous month. Thus, on or before March 31<sup>st</sup>, 2024, the LESSEE shall pay the rate on the amount of water drawn from the wells in February of 2024. The first such payment of this agreement shall be made on or before February 29, 2024 based upon the water drawn from the wells in January 2024.
5. ADDITIONAL COVENANTS OF LESSEE. LESSEE agrees to:
  - a. Bury all pipelines below forty-eight (48) inches.
  - b. Pay for damages to growing crops valued at the market rate at the time of damage
  - c. Pay for surface damages created by drilling, erecting fencing and by vehicles during construction.
  - d. Fence all pads around wells, and maintain interior of fenced areas.
6. ASSIGNMENT. Any or all of rights of LESSOR may be assigned in whole or in part, and the provisions hereof shall extend to the heirs, executors, administrators, successors, and assigns, but no change in division or ownership of the land or rentals shall operate to enlarge the obligations or diminish the rights of the LESSEE. No change to the ownership of LESSOR's interest shall be binding on the LESSEE until the LESSEE has been furnished with notice consisting of a certified copy of all recorded instruments and/or

documents and all information necessary to establish a complete chain of record title from LESSOR, and then only with respect to payments thereafter made. In the event of title disputes the LESSEE will pay rentals pursuant to court order.

7. LESSOR INTEREST. If said LESSOR owns a less interest in the above-described land than the entire and undivided fee simple estate therein, then the rentals herein provided for shall be paid to the said LESSOR only in proportion that his interest bears to the whole undivided fee.
8. SUBJECT TO LAWS. This lease is subject to all federal and State laws, executive orders, rules, or regulations, and shall not be terminated, in whole or in part, or LESSEE liable for any claim for damages or penalties for failure to comply therewith, if compliance is prevented by, or such failure is a result of any such order, law, rule, regulation or litigation.
9. TITLE. LESSOR agrees that the LESSEE at its option may discharge any tax, mortgage, or other lien upon the lease premises, and in the event LESSEE does not, it shall be subrogated to such lien with the right to enforce the same, or may apply rentals accruing hereunder to the satisfaction of the same, including interest, until such time as all such monies advanced have been repaid.
10. USE BY LESSORS. Nothing herein shall prohibit the LESSOR from producing and using water on the leased premises:
  - a. For farm animals up to the natural grazing capacity of the leased premises;
  - b. For the irrigation of land not exceeding one acre; and
  - c. For the drilling or completion of oil and gas wells.
  - d. For residential purposes consistent with municipal and county ordinances and regulations, and State laws and regulations.
11. METHOD OF PAYMENT. The LESSOR may file a claim on or before the 1<sup>st</sup> of each month for any rentals due hereunder. If a claim is not filed for a month, the LESSEE shall pay the rental without the filing of a claim based upon the formula set forth in paragraph 4. No payment of any rental, or any other payments required to be made hereunder shall be made until the LESSEE has had an opportunity to act thereon at a regular meeting of its governing body. If the LESSOR has filed a claim for any rentals due, and if payment is not made within sixty (60) days after a claim has been made, then LESSOR may cancel this lease at its option provided a claim has been filed for such payment and the LESSEE had an opportunity to act thereon. Failure to file a claim shall not be the basis for cancellation of the lease. Payments shall be made in two equal payments, one for each trust, to the addresses identified in the opening paragraph of this agreement.
12. RIGHT OF LESSEE TO CANCEL. The LESSEE shall have the right upon written notice to LESSOR to cancel or surrender this lease at any time and have the right during the existence of this lease or within a reasonable time after its termination, to remove all its machinery, fixtures, pipelines, casing, and other property placed upon the leased premises by the LESSEE. The removal of all infrastructure or abandonment of any well shall be conducted in accordance federal and State law.

13. RIGHT OF LESSOR TO RENEGOTIATE. The LESSOR shall have the right to renegotiate the terms of the agreement after the expiration of the primary term; however, such modifications shall not become effective until after the end of any pending five-year successive term.
14. POOLING. The parties hereto recognize and agree that efficient operation to produce water as contemplated by this instrument may require that wells be located and spaced at appropriate intervals without regard to governmental boundaries or survey of the division of surface ownership, in order to promote the conservation of water and to minimize drilling and operating. Accordingly, it is agreed expressly that LESSEE, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land or lease, or leases, when in LESSEE'S judgment, it is necessary to do so to properly develop and operate said leased premises, as above stated, for efficient use, production, and conservation of water. LESSEE, to execute said option, shall execute and record in the conveyance records of the county or counties in which the land herein leased is situated, an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes, except the payment of rentals, as if it were included in this lease. If water is provided on the pooled acreage, it shall be treated as if production were had under this lease whether the well or wells be located on the premises covered by the lease or not. LESSEE may terminate any pooling effectuated herein pursuant hereto at any time the pooled unit is not producing or no drilling operations are being conducted thereon, by executing and filing of record in the county or counties in which the pooled area is locate, a written declaration of the termination of such pooling, applicable to all the interests which have been pooled into the unit.
15. NOTICE. Whenever notice is required under the terms of this lease or in connection with any matter arising thereunder or during the operations on the leased premises, it may be given to the LESSEE by delivery to the City Clerk personally at his or her office or mailed by certified mail to that office. Notice may be given to the LESSOR by personal service upon the trustee(s) or by mailing the same by certified mail at the address(es) specified in the description of the parties to this lease or to an address hereinafter designated in writing by LESSOR. Notice shall be deemed given on the date received or the date mailed, whichever is earlier.
16. ADDRESS. LESSOR will notify LESSEE of any changes of address. Until notification the address of LESSEE shown herein shall be used for all purposes pertinent to this lease.
17. BINDING EFFECT. This instrument shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.
18. SPECIAL CONDITIONS.
  - a. In order that well locations will be compatible with farming operations, it is agreed that LESSOR and LESSEE must agree in advance on well locations. Neither party will be unreasonable in making such agreement.

- b. LESSOR and its heirs have the right to take water from wells of LESSEE for household purposes and cattle up to the natural grazing capacity of the land, subject to the consent of Oklahoma City, and subject to water being available in LESSEE's lines.
- c. The rental provided in paragraph 4 shall be increased each five (5) years in accordance with percentage increases, if any, in the Consumer Price Index of the United States Department of Labor. The first such increase shall be January 1, 2029.
- d. If the pumping of water by LESSEE results in loss of water by lowering of the water able at any house occupied or owned by LESSOR, LESSEE will pay the costs of a water line from said house to the water well, or will improve the existing wells owned by LESSOR so they will produce adequate water.

19. COUNTERPARTS. This agreement may be executed in counterparts, each of which will be deemed as original and all of which together will constitute one instrument.

20. SEVERABILITY. If any one or more provisions of this agreement shall, for any reason, be held to be invalid, illegal, or unenforceable under applicable law, this agreement shall be constructed as if such invalid, illegal, or unenforceable provision had never been contained herein. The remaining provisions of this agreement shall be given effect to the maximum extent then permitted by law.

LESSEE:

Attest:

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

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

\_\_\_\_\_  
City Manager

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

Approved as to legality:

\_\_\_\_\_

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

LESSOR:

Phyllis L. Burrigh

Phyllis L. Burrigh, co-trustee  
Phillip Stinchcomb Living Trust

Date: 9-1-23

\_\_\_\_\_  
Mark W. Stinchcomb, co-trustee  
Phillip Stinchcomb Living Trust

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

\_\_\_\_\_  
Ronald D. Stinchcomb, co-trustee  
Ronald D. Stinchcomb Living Trust

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

\_\_\_\_\_  
Sara R. Stinchcomb, co-trustee  
Ronald D. Stinchcomb Living Trust

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

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day  
of September, 2023, by Frankie Burrigh.

My Commission Expires:



5-7-20-27

Frankie Burrigh  
Notary Public

LESSOR:

\_\_\_\_\_  
\_\_\_\_\_  
Phyllis L. Burreight, co-trustee  
Phillip Stinchcomb Living Trust

Date:

\_\_\_\_\_  
\_\_\_\_\_  
Mark W. Stinchcomb, co-trustee  
Phillip Stinchcomb Living Trust

Date:

Ronald D Stinchcomb  
\_\_\_\_\_  
Ronald D. Stinchcomb, co-trustee  
Ronald D. Stinchcomb Living Trust

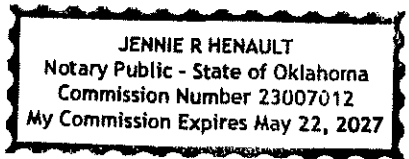
Date: 9/5/2023

Sara R. Stinchcomb  
\_\_\_\_\_  
Sara R. Stinchcomb, co-trustee  
Ronald D. Stinchcomb Living Trust

Date: 9/5/2023

The foregoing instrument was acknowledged before me  
this 5<sup>th</sup> day of September, 2023, by  
Jennie R Henault.

My Commission Expires: 05/22/2027



Jennie R Henault  
\_\_\_\_\_

09/05/23

Notary Public

MD

LESSOR:

\_\_\_\_\_  
Phyllis L. Burright, co-trustee  
Phillip Stinchcomb Living Trust

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

Mark W. Stinchcomb  
Mark W. Stinchcomb, co-trustee  
Phillip Stinchcomb Living Trust

Date: 9/7/2023

\_\_\_\_\_  
Ronald D. Stinchcomb, co-trustee  
Ronald D. Stinchcomb Living Trust

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

\_\_\_\_\_  
Sara R. Stinchcomb, co-trustee  
Ronald D. Stinchcomb Living Trust

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

The foregoing instrument was acknowledged before me this 7 day  
of Sept, 2023, by Mark W Stinchcomb.

My Commission Expires:

Feb 25, 2024

Mandy Brown  
Notary Public

MANDY BROWN  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20204007929  
MY COMMISSION EXPIRES FEBRUARY 25, 2024

**BETHANY CITY COUNCIL**

From: Elizabeth A. Gray, City Manager  
Date: September 14, 2023  
Subject: Purchase of Water Department Truck

BACKGROUND

The Fiscal Year 2024, budget for the Capital Improvement Fund includes \$40,000 to purchase a pickup truck for the Community Development Department. Staff has identified a truck on the State Purchase Contract that has the desired specifications (see attached State Contract pages downloaded from the Central Purchasing website). The total for the truck is \$37,948.00.

Since the truck is on the State Contract, our Purchasing Manual stipulates competitive bids are not required. However, staff did pull three quotes (attached).

RECOMMENDATION

1. Approve the purchase of a Water Department truck for \$37,948.00.

ADDITIONAL COMMENTS



**COMMUNITY DEVELOPMENT  
 QUOTATION SHEET (FOR PURCHASES OF \$800+)**

**PRODUCT/SERVICE: 2023 CHEVEROLET CREW CAB WORK PICKUP**

**STATE CONTRACT**

VENDOR 1	VENDOR 2	VENDOR 3
<b>COMPANY NAME:</b> VANCE CHEVROLET BUICK, GMC OF MIAMI	<b>COMPANY NAME:</b>  N/A	<b>COMPANY NAME:</b>  N/A
<b>ADDRESS:</b> FLEET & GOVERNMENT SALES PO BOX 400, GUTHRIE, OK 73044	<b>ADDRESS:</b>	<b>ADDRESS:</b>
<b>TELEPHONE NUMBER:</b>  (405)282-3800	<b>TELEPHONE NUMBER:</b>	<b>TELEPHONE NUMBER:</b>
<b>CONTACT PERSON:</b>  CAMERON COLTER	<b>CONTACT PERSON:</b>	<b>CONTACT PERSON:</b>
<b>TOTAL PURCHASE PRICE:</b>  \$37,948.00	<b>TOTAL PURCHASE PRICE:</b>	<b>TOTAL PURCHASE PRICE:</b>
<b>DATE OF QUOTE:</b> 9/13/2023	<b>DATE OF QUOTE:</b>	<b>DATE OF QUOTE:</b>
<b>QUOTE OBTAINED BY:</b>  REID	<b>QUOTE OBTAINED BY:</b>	<b>QUOTE OBTAINED BY:</b>

**AWARDED TO:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**APPROVED BY:** Edward Ly

# VANCE CHEVROLET BUICK, GMC OF MIAMI

FLEET & GOVERNMENT SALES  
PO BOX 400, GUTHRIE, OK 73044  
405-282-3800  
OK Vendor # 0000552011



## QUOTE

DATE 9/13/2023  
QUOTE NUMBER 000Q12157  
EXPIRATION DATE 9/15/2023  
SHIP VIA Stock Purchase  
TERMS SW035 - STATE CONTRACT  
PO NUMBER

**SOLD TO:**

**City of Bethany**  
JD Reid  
PO BOX 1340  
Bethany, OK 73008  
(405)517-4077

**SHIP TO:**

**City of Bethany**  
JD Reid  
PO BOX 1340  
Bethany, OK 73008  
(405)517-4077

Any Questions? Call 405-282-3800  
Cameron Colter

Cameron@vancefleet.com

Qty	OPTION	Description	Unit Price	Ext. Price
1	CK10543	2023 CHEV 1500 CREW CAB	\$37,048.00	\$37,048.00
1	W47	147" WHEEBASE / 5.5' BED	\$0.00	\$0.00
1	2WD	2 WHEEL DRIVE	\$0.00	\$0.00
1	1WT	WORK TRUCK PACKAGE	\$0.00	\$0.00
1	L3B	ENGINE: 2.7L TURBO HIGH-OUTPUT 310 hp & 430 lb-ft of torque	-\$701.00	-\$701.00
1	ZLQ	WT FLEET CONVENIENCE PKG	\$0.00	\$0.00
1	QDV	ALL TERRAIN TIRES	\$275.00	\$275.00
1	AMF	ADDITIONAL KEY/FOB	\$325.00	\$325.00
1	Z82	TRAILER TOW PACKAGE	\$395.00	\$395.00
1	AKO	DEEP-TINTED GLASS	\$226.00	\$226.00
1	G80	3.42 AUTOMATIC LOCKING REAR AXLE	\$380.00	\$380.00
1	BG9	RUBBERIZED VINYL BLACK FLOORING	\$0.00	\$0.00
1	H1T	INT COLOR: DK GRAY CLOTH	\$0.00	\$0.00
1	GAZ	EXT COLOR: SUMMIT WHITE	\$0.00	\$0.00
<b>SubTotal:</b>				<b>\$37,948.00</b>

PO # 031-540.0-442031  
24-48767

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

**Terms:**

- THIS QUOTE DOES NOT GUARANTEE THE FACTORY WILL BUILD THE VEHICLE.  
1) TAG & TAXES ARE NOT INCLUDED UNLESS ITEMIZED ON QUOTE  
2) ALL REBATES & INCENTIVES HAVE BEEN INCLUDED IN TOTAL PRICE.  
3) PURCHASE ORDER REQUIRED TO ORDER VEHICLE  
4) BALANCE DUE AT DELIVERY UNLESS PREVIOUS ARRANGEMENTS HAVE BEEN

SUB-TOTAL	\$37,948.00
TAG/TAXES	\$0.00
<b>TOTAL DUE</b>	<b>\$37,948.00</b>



# BETHANY POLICE DEPARTMENT

6714 NW 36<sup>th</sup> St • PO Box 1340 • Bethany, OK 73008 • (405) 789-2323 • Fax (405) 789-5015

ORIGINAL

## PURCHASE ORDER CITY OF BETHANY, OKLAHOMA

PO: 24-48767

DATE: 09/14/2023

### TO BE CHARGED AGAINST THE APPROPRIATION OF:

DEPT. 540	ACCOUNT NO. 031-540.0-442031	FUND 031	FISCAL YEAR ENDING 06/30/2024
--------------	---------------------------------	-------------	----------------------------------

To: VANCE CHEVROLET BUICK, GMC  
MIAMI

FLEET & GOVERNMENT SALES  
PO BOX 400, GUTHRIE, OK 73044

**BILL TO:** City of Bethany  
Attn: AMANDA MCCELLON  
PO Box 219  
Bethany, OK 73008  
(405) 603-3570  
Email:  
AMANDA.MCCELLON@BETHANYOK.ORG

**SHIP TO:** Bethany Police Department  
Attn: CHIEF JD REID  
6714 NW 36<sup>th</sup> St  
Bethany, OK 73008-3311  
(405) 789-2323

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	EA	2023 CHEVROLET 1500 CREW CAB WORK TRUCK	\$37,948.00	\$37,948.00
		Freight		
		TOTAL:		\$37,948.00

An invoice covering shipment or delivery shall be furnished to the Deputy City Clerk/Municipal Accountant, Attn: Lesa Lamar, at the time of delivery. Please reference this purchase order number on the invoice.

[Signature] 9-14-2023  
Purchaser/Authorized Signature Date

I hereby certify that the merchandise and/or services described above have been satisfactorily received and that this purchase order is now a true and just debt of this city. This purchase order is therefore approved for consideration for payment by the governing board.

It is hereby certified that the amount has been reserved in the above appropriation account for the purpose of meeting the cost of items covered by the purchase order.

\_\_\_\_\_  
City Clerk/Deputy Date Dept. Head/Authorized Signature Date



OKLAHOMA

# CONTRACT State of Oklahoma

Dispatch via Print

Supplier 0000552011  
VANCE CBG MIAMI INC  
HEATHER MAKER  
PO BOX 400  
GUTHRIE OK 73044-0400  
USA

Contract ID		Page	
0000000000000000000000006803		1 of 1	
Contract Dates	Currency	Rate Type	Rate Date
02/08/2021 to 02/07/2024	USD	CRRNT	PO Date
Description:		Contract Maximum	
SW0035 Vehicles		0.00	
Allow Open Item Reference			
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID:736017987

**Contract Lines:**

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order		Maximum / Open	
			Qty	Amt	Qty	Amt
1	25101503 / Automobile or cars	EA	0.00	0.00	0.00	0.00
	Contract Base Pricing	EA	0.00000		0001	
2	25101505 / Vans	EA	0.00	0.00	0.00	0.00
	Contract Base Pricing	EA	0.00000		0001	
3	25101507 / Light trucks or SUVs	EA	0.00	0.00	0.00	0.00
	Contract Base Pricing	EA	0.00000		0001	
4	25101611 / Cargo trucks	EA	0.00	0.00	0.00	0.00
	Contract Base Pricing	EA	0.00000		0001	
5	25101702 / Police vehicles	EA	0.00	0.00	0.00	0.00
	Contract Base Pricing	EA	0.00000		0001	
6	25101921 / Van trucks	EA	0.00	0.00	0.00	0.00
	Contract Base Pricing	EA	0.00000		0001	

**COMMENTS:**

This Contract replaces PS Contract 6074 (Vance Chevrolet Buick GMC).

AGREEMENT PERIOD: 02/08/2021 - 02/07/2024

CONTRACT PERIOD: 02/8/2023 - 02/07/2024

**CONTACT INFO:**

Heather Maker, Fleet Manager  
heather@vancefleet.com  
405-282-3800  
405-260-3010 Fax

031-5408-442031

~~031-442031~~

24-48767

Final = The price is final after adjustments  
Hard = Apply adjustments regardless of other adjustments  
Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature



---

*This addendum is added to and is to be considered part of the subject contract.*

**Statewide Contract #:** SW0035

**PeopleSoft Contract ID:** 6100

**Contract Title:** Vehicles

**Contract Issuance Date:** 02/08/2021

**Contract Supplier:** John Vance Motors

**Addendum #** 48

**Addendum Date:** 08/23/2023

**OMES Point of Contact:**

**Contracting Officer:** Cristy Newton

**Phone Number:** (405) 521-6721

**E-mail address:** cristy.newton@omes.ok.gov

**Addendum Information: Contract Renewal**

Addendum 48 is issued to update MY2024 pricing for John Vance Motors – Jeep Dodge

Dealer Name: VANCE CHEVROLET  
 Make Bidding: 2023 CHEVROLET  
 Model Bidding: SILVERADO  
 Model Code: CC10543 - CALL DEALER FOR ORDERING AVAILABILITY

1/2 Ton Truck Crew Cab  
 Item # 100009315

		Enter Optional Equipment Description and Manufacturer Option Codes	PURCHASE PRICE
Engine Type	Larger V8 Gas Engine List /Cyl/Liters/HP	N/A	N/A
Engine Type	Smaller V6 Gas Engine List /Cyl/Liters/HP	2.7L TURBO HIGH OUTPUT	-\$701
CNG Engine	List Size/Liters/HP	N/A	N/A
<b>Body &amp; Chassis</b>			
Shorter Bed	Short Bed - 5 1/2'	STANDARD	\$0
Longer Bed	Long Bed - 6 1/2'	6 1/2' BED (N/A ON PPV/SSV)	\$376
Longer Bed	Long Bed - 8'	N/A	N/A
Bed Delete	Delete Bed	N/A	N/A
<b>Transmission</b>			
Four Wheel Drive (4WD)	Add Four Wheel Drive (4WD) w/ skid plates	4 WHEEL DRIVE w/SKID PLATES	\$3,136
<b>Drive Axle</b>			
Differential Type/Ratio	Add Limited Slip/Locking Diff	G80 LOCKING DIFF	\$380
Ratio	Optional Rear Ratio List	N/A	N/A
<b>Electrical</b>			
Alternator	Larger Alternator List Amps	220 AMP	\$165
Lights	Add Spot Light Driver Side Only	DRIVER SIDE SPOT LIGHT	\$575
Lights	Add Daytime Running Lights	STANDARD	\$0
Lights	Disable Daytime Running Lights	9G8 DTRL DELETE	\$50
Block Heater	Add Block Heater	ENGINE BLOCK HEATER	\$100
<b>Exterior</b>			
Side Steps	Black	BLACK SIDE STEPS	\$690
Side Steps	Chrome	CHROME SIDE STEPS	\$690
Trailer Mirrors	Manual Telescoping Trailer Mirrors	N/A	N/A
Front Bumper	Add Chrome Front Bumper	CHROME FRT BUMPER	\$425
Rear Bumper	Add Chrome Rear Bumper	CHROME REAR BUMPER REQ FRT BUMPER	\$0
<b>Doors &amp; Windows</b>			
Door Locks & Windows	Delete Power Door Locks/Windows	N/A	N/A
Locks	Delete Keyless Entry	N/A	N/A
Locks	Add Burglar Alarm	SECURITY ALARM	\$499
Keys	Cost of Additional Keys	ADDITIONAL KEY (1)	\$325
Tinted Windows	Add Deep Tinted Glass	DEEP TINTED GLASS	\$226
Mirrors	Add Power Mirrors	STANDARD	\$0
Mirrors	Trailer Mirrors	DPO MIRRORS PWR -ADJ VERTICAL TRAILERING	\$490
<b>Floor</b>			
Floor Covering	Carpet with Floor Mats	B30 ADD CARPET	\$170
<b>Interior</b>			
Air Conditioning	Delete AC	N/A	N/A
Radio	Add AM/FM CD	AM/FM w/BLUETOOTH AND ONSTAR	\$175
Special Services Package	Special Services Model Change	5W4 SSV \$1947 / 9C1 PPV \$6804	
<b>Seats</b>			
Seat	Delete Cloth	VINYL SEATS	\$0
Bucket Seats	Add Bucket Seats with Console	N/A	N/A
<b>Suspension</b>			
Suspension/Shocks	Add HD Suspension / List GVW	N/A	N/A
<b>Tires &amp; Wheels</b>			
Tires & Wheels	All Terrain Tires	TIRES: 265/70R17	\$275
Wheels	Add Chrome/Aluminium	WHEEL: BRIGHT PAINTED ALUMINUM	\$350
Spare Tire Lock	Add Factory Spare Tire Lock	STANDARD	\$0
<b>Towing</b>			
Hitch	Add Hitch, Wiring, Receiver	Z82 TRAILERING PACKAGE	\$395
Electric Brake Controller	Add Electric Brake Controller	TRAILER BRAKE CONTROLLER	\$275
Hooks	Add Front Tow Hooks	FRT TOW HOOKS	\$70
<b>Delivery</b>			
Delivery Cost	Price to Deliver Truck more than 150 miles	DELIVERY	\$200
<b>Other</b>			
Options not listed	Discount off MSRP for options not listed		4%

Category #25101507

Dealer Name: VANCE CHEVROLET

Make Bidding: 2023 CHEVROLET

Model Bidding: SILVERADO

Model Code: CC10543 - CALL DEALER FOR ORDERING AV/

1/2 Ton Truck Crew Cab

Item # 100009315

Body & Chassis	Minimum Req.	Enter Vehicle Specification and Manufacturer Option Codes
Gross Vehicle Weight Rating	6400 # GVW	GVWR 6800 lbs
Wheelbase/CA	List	147" WHEEL BASE
Extended Cab Bed Length	Standard Bed - 6 1/2'	N/A
Crew Cab Bed Length	Standard Bed - 5 1/2'	5 1/2' BED
<b>Engine</b>		
Engine Type ( Cylinder/Liter	8 Cyl/ List Liter/HP/Specs	ENGINE 5.3L ECOTECH
Alternate Fuel Engine	List Type	E85 FLEX FUEL
<b>Transmission</b>		
Automatic - Two Wheel Drive	Automatic/List Type	6 SPEED AUTOMATIC
<b>Drive Axle</b>		
Primary Drive Axle	Rear Wheel Drive	REAR WHEEL DRIVE
Differential Type/Ratio	Reg. / List Ratio	3.42 REAR AXLE
<b>Electrical</b>		
Alternator/Min (amps)	Mfg. Std. List Size	170 AMP
Battery min. (CCA)	Mfg. Std. List Size	730 CC AMPS
<b>Fuel</b>		
Fuel Capacity min Liters(Gals)	Mfg. Std. List Amount in Gallons	24 GAL
<b>Exterior</b>		
Paint	One Color Paint	ONE COLOR PAINT
<b>Doors &amp; Windows</b>		
Doors	4 Doors	STANDARD
Door Locks	Power Locks, Keyless Entry	STANDARD
Windows	Power Windows	STANDARD
Mirrors	Power Mirrors	STANDARD
<b>Floor</b>		
Floor Covering	Vinyl/Rubber	VINYL
<b>Interior</b>		
Air Conditioning	Front AC Req.	STANDARD
Radio	AM/FM	STANDARD
Tilt & Cruise	Tilt Wheel & Cruise Control	STANDARD
<b>Seats</b>		
Seating Capacity min.	5 Passenger	6 PASSENGER
Seats	Cloth Bench Seat	40/20/40 BENCH
Rear Seat	Cloth Bench Seat	BENCH
<b>Safety</b>		
Brakes	4 Wheel Antilock/ List Disc/Drums	4 WHEEL ABS
Restraint System All Pass	Req.	STANDARD
Air Bags Both Sides	Req.	STANDARD
<b>Tires &amp; Wheels</b>		
Tires & Wheels	Mfg. Std. List Size	TIRES: 255/70R17 A/S
Spare	Full Size Spare	TIRE: SPARE 255/70R17 A/S
<b>Warranty</b>		
Bumper to Bumper Warranty	List Warranty	36 MONTHS 36000 MILES
Drive Train Warranty	List Warranty	60 MONTHS 100000 MILES
<b>PURCHASE PRICE</b>		<b>\$37,048</b>
<b>3YR LEASE PRICE</b>		<b>\$1,141</b>
<b>4YR LEASE PRICE</b>		<b>\$885</b>
<b>5YR LEASE PRICE</b>		<b>\$734</b>
<b>MSRP FOR PURCHASE PRICE</b>		<b>\$45,405</b>



(<https://www.landarschevroletnorman.com>) (<https://www.landarschevroletnorman.com>)



**NEW 2023 CHEVROLET SILVERADO 1500 CUSTOM REAR WHEEL DRIVE CREW CAB**  
**VIN: 1GCPABEK5PZ314637 STOCK: PZ314637**

MSRP	\$46,220( <a href="https://www.landarschevroletnorman.com/inventory/new-2023-chevrolet-silverado-1500-custom-rear-wheel-drive-crew-cab-1gcpabek5pz314637/">https://www.landarschevroletnorman.com/inventory/new-2023-chevrolet-silverado-1500-custom-rear-wheel-drive-crew-cab-1gcpabek5pz314637/</a> )
Landers Discount*	\$2,500( <a href="https://www.landarschevroletnorman.com/inventory/new-2023-chevrolet-silverado-1500-custom-rear-wheel-drive-crew-cab-1gcpabek5pz314637/">https://www.landarschevroletnorman.com/inventory/new-2023-chevrolet-silverado-1500-custom-rear-wheel-drive-crew-cab-1gcpabek5pz314637/</a> )
Sale Price	\$43,720( <a href="https://www.landarschevroletnorman.com/inventory/new-2023-chevrolet-silverado-1500-custom-rear-wheel-drive-crew-cab-1gcpabek5pz314637/">https://www.landarschevroletnorman.com/inventory/new-2023-chevrolet-silverado-1500-custom-rear-wheel-drive-crew-cab-1gcpabek5pz314637/</a> )
pre incentive pricing	\$43,720( <a href="https://www.landarschevroletnorman.com/inventory/new-2023-chevrolet-silverado-1500-custom-rear-wheel-drive-crew-cab-1gcpabek5pz314637/">https://www.landarschevroletnorman.com/inventory/new-2023-chevrolet-silverado-1500-custom-rear-wheel-drive-crew-cab-1gcpabek5pz314637/</a> )
Customer Cash	-\$1,750( <a href="https://www.landarschevroletnorman.com/inventory/new-2023-chevrolet-silverado-1500-custom-rear-wheel-drive-crew-cab-1gcpabek5pz314637/">https://www.landarschevroletnorman.com/inventory/new-2023-chevrolet-silverado-1500-custom-rear-wheel-drive-crew-cab-1gcpabek5pz314637/</a> )
Select Market Purchase Bonus Cash	-\$1,000( <a href="https://www.landarschevroletnorman.com/inventory/new-2023-chevrolet-silverado-1500-custom-rear-wheel-drive-crew-cab-1gcpabek5pz314637/">https://www.landarschevroletnorman.com/inventory/new-2023-chevrolet-silverado-1500-custom-rear-wheel-drive-crew-cab-1gcpabek5pz314637/</a> )
Landers Fair Value Price	\$40,970( <a href="https://www.landarschevroletnorman.com/inventory/new-2023-chevrolet-silverado-1500-custom-rear-wheel-drive-crew-cab-1gcpabek5pz314637/">https://www.landarschevroletnorman.com/inventory/new-2023-chevrolet-silverado-1500-custom-rear-wheel-drive-crew-cab-1gcpabek5pz314637/</a> )
Other Offers You May Qualify For	
GM Military Offer	\$500( <a href="https://www.landarschevroletnorman.com/inventory/new-2023-chevrolet-silverado-1500-custom-rear-wheel-drive-crew-cab-1gcpabek5pz314637/">https://www.landarschevroletnorman.com/inventory/new-2023-chevrolet-silverado-1500-custom-rear-wheel-drive-crew-cab-1gcpabek5pz314637/</a> )
Pricing Details	


In Transit

Landers Direct Payment Options

Schedule Appointment

LIVE CHATTEXT US

# SILVERADO 1500 CUSTOM TRUCK

 On The Lot at Classic Chevrolet

What's My Car Worth?

Enter Year Make Model

powered by 

# TRUCK SEASON



Play Video

Exterior Color

Summit White

Interior Color

Jet Black, Cloth seat trim

Fuel Economy

19/22 MPG City/Hwy

[Details](#)

Transmission

Automatic

Drivetrain

RWD

Engine

2.7L Turbo High-Output engine

VIN

1GCPABEK2PZ207691

Stock Number

C468300

-\$1,882

Featured Price \$45,163

Select Market -\$1,000

Purchase Bonus

Cash

[Details](#)

Customer Cash -\$1,750

[Details](#)

Final Price **\$42,413**

Final Price **\$42,413**  
[Detailed Pricing](#)

[+](#) SEE 8 AVAILABLE SPECIALS

We're here to help (918) 376-0464

COURTESY  
TRANSPORTATION



Connected by



Chat

**WE VALUE YOUR PRIVACY:** We respect consumer privacy rights by letting visitors opt out of third-party tracking cookies and honoring user-enabled global privacy controls, like the GPC signal. This site deploys cookies and similar tracking technologies, which collect information that is shared with third parties to build profiles, serve ads, and personalize your experience across websites. By pressing accept, you consent to the use of cookies and sharing of such information. To manage your privacy rights or view the categories of personal information we collect and the purposes for which the information is used, [click here](https://www.classicchevrolet.net/privacy-policy.htm). (<https://www.classicchevrolet.net/privacy-policy.htm>)

Language:

Powered by ComplyAuto (<https://complyauto.com>)



**Have questions?**

Our agents are online and ready to help.

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

AGENDA: 09/19/2023  
ITEM: 12 (A)

**Revenues**

	<b>2023-2024</b>	<b>August</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	4,915,581.00	425,087.00	857,606.00	17.45%	4,057,975.00
USE TAX REVENUE	1,340,722.00	111,009.00	239,637.00	17.87%	1,101,085.00
HOTEL TAX REVENUE	53,583.00	4,682.00	11,300.00	21.09%	42,283.00
CABLE FRANCHISE TAX REVENUE	105,852.00	0.00	0.00	0.00%	105,852.00
PHONE FRANCHISE TAX REVENUE	24,038.00	26,896.00	29,700.00	123.55%	-5,662.00
UTILITY FRANCHISE TAX REVENUE	751,061.00	98,802.00	156,156.00	20.79%	594,905.00
OCCUPATIONAL LICENSE REVENUE	28,119.00	2,964.00	14,109.00	50.18%	14,010.00
BUILDING PERMIT REVENUE	28,246.00	8,335.00	13,846.00	49.02%	14,400.00
INSPECTION PERMIT REVENUE	33,446.00	9,963.00	13,242.00	39.59%	20,204.00
ZONING PERMITS	1,094.00	0.00	0.00	0.00%	1,094.00
ANIMAL LICENSE REVENUE	0.00	102.00	157.00	0.00%	-157.00
ABATEMENT REVENUE	0.00	524.00	2,400.00	0.00%	-2,400.00
MOTOR FUEL TAX REVENUE	37,049.00	3,093.00	6,264.00	16.91%	30,785.00
COMMERCIAL VEH TAX REVENUE	139,694.00	13,071.00	15,399.00	11.02%	124,295.00
CIGARETTE TAX REVENUE	42,592.00	3,371.00	6,421.00	15.08%	36,171.00
ALCOHOL BEVERAGE TAX REVENUE	57,391.00	5,075.00	9,675.00	16.86%	47,716.00
ACCOUNTING SERVICE REVENUE	26,400.00	0.00	0.00	0.00%	26,400.00
EMERGENCY MEDICAL CALL SVC FEE	279,415.00	23,396.00	46,856.00	16.77%	232,559.00
STORMWATER COMPLIANCE FEE	323,352.00	27,007.00	54,084.00	16.73%	269,268.00
CEMETARY LOT SALES REVENUE	34,200.00	1,750.00	2,000.00	5.85%	32,200.00
MINERAL RIGHTS & ROYALTIES REV	34,853.00	765.00	2,082.00	5.97%	32,771.00
POLICE FINES & COURT COST REV	813,252.00	64,207.00	117,640.00	14.47%	695,612.00
INTEREST INCOME	13,515.00	43.00	86.00	0.64%	13,429.00
MISCELLANEOUS REVENUE	108,290.00	127,699.00	136,049.00	125.63%	-27,759.00
REIMBURSEMENT REVENUE	30,386.00	175.00	8,095.00	26.64%	22,291.00
CREDIT CARD FEES	102,913.00	8,937.00	17,423.00	16.93%	85,490.00
GRANT REVENUE	134,000.00	0.00	0.00	0.00%	134,000.00
OMAG REFUNDS	0.00	0.00	0.00	0.00%	0.00
ECONOMIC DEV PROMO & EVENT RE	0.00	120.00	120.00	0.00%	-120.00
OMAG WORKER'S COMP REFUNDS	48,483.00	2,961.00	4,947.00	10.20%	43,536.00
<b>Total Revenues</b>	<b>9,507,527.00</b>	<b>970,034.00</b>	<b>1,765,294.00</b>	<b>18.57%</b>	<b>7,742,233.00</b>
<b>Transfers In</b>	<b>2,328,894.00</b>	<b>179,167.00</b>	<b>358,334.00</b>	<b>15.39%</b>	<b>1,970,560.00</b>
<b>Total Revenues and Transfers In</b>	<b>11,836,421.00</b>	<b>1,149,201.00</b>	<b>2,123,628.00</b>	<b>17.94%</b>	<b>9,712,793.00</b>

**Expenses**

	<b>2023-2024 Annual Budget</b>	<b>August Expenses</b>	<b>Year to Date Expenses</b>	<b>Year to Date Percentage of Budget</b>	<b>Budget Remaining</b>
01.0-MANAGEMENT	1,039,918.00	77,596.00	159,899.00	15.38%	880,019.00
02.0-FINANCE	429,104.00	26,199.00	51,379.00	11.97%	377,725.00
03.0-MUNICIPAL COURT	620,081.00	44,484.00	83,178.00	13.41%	536,903.00
04.0-ENGINEERING	351,000.00	0.00	0.00	0.00%	351,000.00
05.0-POLICE	4,699,604.00	371,909.00	726,272.00	15.45%	3,973,332.00
06.0-FIRE	2,910,864.00	202,125.00	400,466.00	13.76%	2,510,398.00
07.0-COMMUNITY DEV	620,108.00	40,165.00	78,484.00	12.66%	541,624.00
08.1-PW ADMIN	190,503.00	12,121.00	22,804.00	11.97%	167,699.00
08.2-STREETS	1,215,182.00	300,272.00	332,611.00	27.37%	882,571.00
08.4-FLEET MAINT	133,624.00	6,509.00	12,239.00	9.16%	121,385.00
08.5-PARKS	600,557.00	45,173.00	75,610.00	12.59%	524,947.00
98.0-CONTINGENCY	606,000.00	0.00	0.00	0.00%	606,000.00
<b>TOTAL EXPENDITURES</b>	<b>13,416,545.00</b>	<b>1,126,553.00</b>	<b>1,942,942.00</b>	<b>14.48%</b>	<b>11,473,603.00</b>
<b>Transfers Out</b>	<b>515,000.00</b>	<b>35,000.00</b>	<b>70,000.00</b>	<b>13.59%</b>	<b>0.00</b>
<b>Total Expenses and Transfers Out</b>	<b>13,931,545.00</b>	<b>1,161,553.00</b>	<b>2,012,942.00</b>	<b>14.45%</b>	<b>11,473,603.00</b>
<b>Revenues over (under) expenses</b>	<b>-2,095,124.00</b>	<b>-12,352.00</b>	<b>110,686.00</b>	<b>-5.28%</b>	<b>-1,760,810.00</b>

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

**Revenues**

	<b>2023-2024 Annual Budget</b>	<b>August Revenue</b>	<b>Year to Date Revenue</b>	<b>Year to Date Percentage of Budget</b>	<b>Budget Remaining</b>
RESIDENTIAL PENALTY REVENUE	155,328.00	20,265.00	33,113.00	21.32%	122,215.00
COMMERCIAL PENALTY REVENUE	60,000.00	1,782.00	3,103.00	5.17%	56,897.00
SOLID WASTE REVENUE	2,985,427.00	275,804.00	522,074.00	17.49%	2,463,353.00
WATER REVENUE	4,005,487.00	339,300.00	642,371.00	16.04%	3,363,116.00
WATER TAP REVENUE	2,513.00	15,845.00	32,160.00	1279.75%	-29,647.00
SEWER REVENUE	3,025,164.00	239,224.00	477,371.00	15.78%	2,547,793.00
SEWER TAP REVENUE	257.00	1,000.00	1,900.00	739.30%	-1,643.00
INTEREST INCOME	116,187.00	13,151.00	25,945.00	22.33%	90,242.00
LEASE REVENUE	149,091.00	4,752.00	14,238.00	9.55%	134,853.00
SCRAP METAL REVENUE	0.00	342.00	342.00	0.00%	-342.00
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00%	-98.92
*** TOTAL REVENUE ***	10,499,454.00	911,465.00	1,752,617.00	16.69%	8,746,837.00
<b>Total Revenues and Transfers In</b>	10,499,454.00	911,465.00	1,752,617.00	16.69%	8,746,837.00

**Expenses**

	<b>2023-2024 Annual Budget</b>	<b>August Expenses</b>	<b>Year to Date Expenses</b>	<b>Year to Date Percentage of Budget</b>	<b>Budget Remaining</b>
02.0-BPWA FINANCE	515,597.00	31,991.00	59,291.00	11.50%	456,306.00
08.1-BPWA ADMIN	200,503.00	13,349.00	24,037.00	11.99%	176,466.00
08.3-BPWA SANITATION	2,169,976.00	129,069.00	186,622.00	8.60%	1,983,354.00
08.4-BPWA FLEET MAINT	133,624.00	4,883.00	9,024.00	6.75%	124,600.00
12.0-BPWA WATER PLANT	2,167,158.00	187,306.00	304,865.00	14.07%	1,862,293.00
12.1-BPWA WATER LINE	484,500.00	41,105.00	85,003.00	17.54%	399,497.00
12.2-BPWA SEWER LINE	2,232,400.00	183,217.00	191,646.00	8.58%	2,040,754.00
97.0-DEBT SERVICE INTERST EXP	250,000.00	38,845.00	54,131.00	21.65%	195,869.00
98.0-CONTINGENCY	250,000.00	0.00	0.00	0.00%	250,000.00
99.0-TRANSFERS OUT	2,150,000.00	179,167.00	358,334.00	16.67%	1,791,666.00
<b>Total Expenses and Transfers Out</b>	10,553,758.00	808,932.00	1,272,953.00	12.06%	9,280,805.00
<b>DEBT SERVICE PRINCIPAL</b>	1,115,614.00	221,330.00	298,830.00	26.79%	816,784.00
<b>Revenues over (under) Expenses/Debt Service</b>	-1,169,918.00	-118,797.00	180,834.00	-15.46%	-1,350,752.00

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

**Revenues**

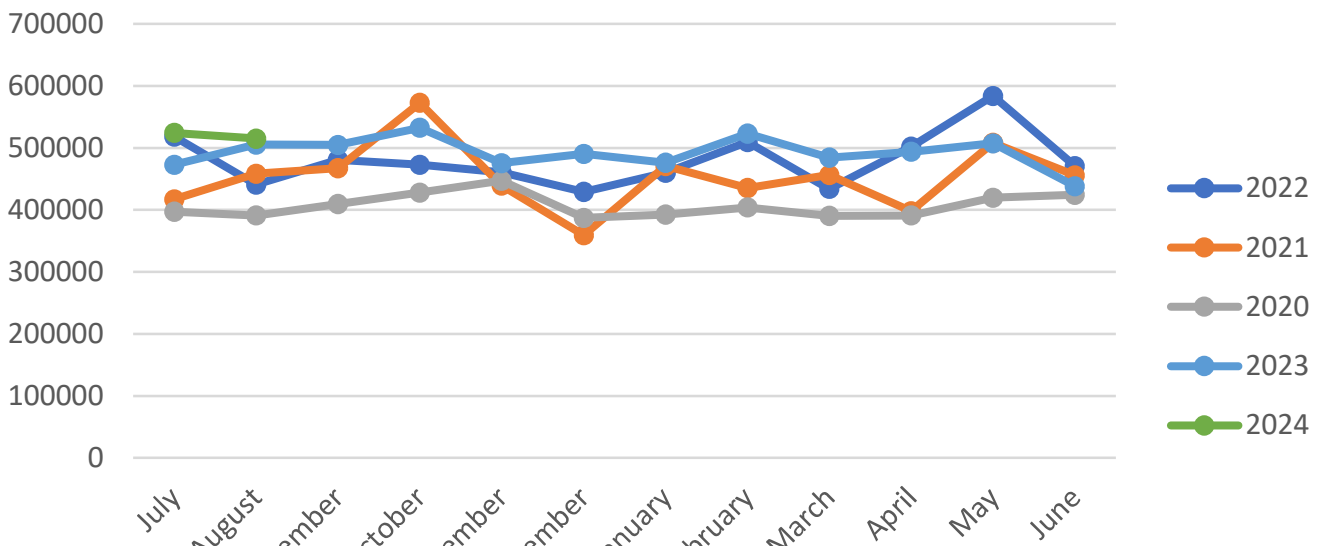
	<b>2023-2024 Annual Budget</b>	<b>August Revenue</b>	<b>Year to Date Revenue</b>	<b>Year to Date Percentage of Budget</b>	<b>Budget Remaining</b>
SALES TAX 17.5% DEDICATED	1,123,120.00	91,746.00	181,916.00	16.20%	941,204.00
INTEREST REVENUE	1,438.00	0.00	0.00	0.00%	1,438.00
TRANSFER FROM GF	420,000.00	35,000.00	70,000.00	16.67%	350,000.00
GRANT REVENUE	0.00	0.00	0.00	0.00%	0.00
<b>Total Revenue</b>	<b>1,544,558.00</b>	<b>126,746.00</b>	<b>251,916.00</b>	<b>16.31%</b>	<b>1,292,642.00</b>

**Expenses**

	<b>2023-2024 Annual Budget</b>	<b>August Expenses</b>	<b>Year to Date Expenses</b>	<b>Year to Date Percentage of Budget</b>	<b>Budget Remaining</b>
<b>Capital Projects</b>					
RIPPER PARK POOL	85,000.00	0.00	0.00	0.00%	85,000.00
CDBG GRANT MATCH	293,463.00	210,973.00	210,973.00	71.89%	82,490.00
31ST STREET LIFT STATION	231,000.00	0.00	0.00	0.00%	231,000.00
FIRE TRUCK LEASE PAYMENT	85,000.00	0.00	0.00	0.00%	85,000.00
SANITATION TRUCK	243,623.00	0.00	0.00	0.00%	243,623.00
CRRSAA ROCKWELL PROJECT	700,000.00	9,082.00	9,082.00	1.30%	690,918.00
CITY HALL HVAC REPLACEMENT	60,000.00	0.00	0.00	0.00%	60,000.00
PW 1/2 TON TRUCK W/ TOMMY LIF	36,000.00	0.00	0.00	0.00%	36,000.00
STREETS 1 TON TRUCK W/ DUMP	60,035.00	0.00	0.00	0.00%	60,035.00
DISPATCH CONSOLE	95,000.00	0.00	0.00	0.00%	95,000.00
PW MINI TRAC LOADER	29,000.00	0.00	0.00	0.00%	29,000.00
REPLACEMENT DUMPSTERS	54,900.00	0.00	0.00	0.00%	54,900.00
COMM. DEV. TRUCK	40,000.00	0.00	0.00	0.00%	40,000.00
PD HVAC	20,000.00	0.00	0.00	0.00%	20,000.00
PW ZTR MOWER	20,000.00	0.00	0.00	0.00%	20,000.00
PW FLAIL MOWER	9,000.00	0.00	0.00	0.00%	9,000.00
<b>Total Capital Projects</b>	<b>2,062,021.00</b>	<b>220,055.00</b>	<b>220,055.00</b>	<b>10.67%</b>	<b>1,841,966.00</b>

<b>Revenues Over (under) Expenses</b>	<b>-517,463.00</b>	<b>-93,309.00</b>	<b>31,861.00</b>	<b>-6.16%</b>	<b>-549,324.00</b>
---------------------------------------	--------------------	-------------------	------------------	---------------	--------------------

### Monthly Sales Tax Income



NOTICE: On Friday, September 1, 2023, at or before 4:59 p.m., agenda was posted at the front doors of City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: cityofbethany.org. The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

## **BETHANY PUBLIC WORKS AUTHORITY MEETING**

### **BETHANY CITY HALL**

**TUESDAY, SEPTEMBER 5, 2023**

**6:30 P.M.**

<b>MEMBERS PRESENT:</b>	Nikki Lloyd	Chairman
	Jeff Knapp	Vice-Chairman
	Chris Powell	Trustee
	Kathy Larsen	Trustee
	Brian Magirowsky	Trustee
	Ken Smart	Trustee
	Peter Plank	Trustee
	Steve Palmer	Trustee
<b>MEMBERS ABSENT:</b>	Marilyn McPhail	Trustee
<b>OTHERS PRESENT:</b>	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	Troy Rhodes	Architect
	(See Roster)	

Chairman Lloyd called the Bethany Public Works Authority meeting to order at 8:28 P.M.

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

- A. APPROVAL OF MINUTES FROM AUGUST 15, 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 Magirowsky, seconded by Trustee Smart to approve the Consent Docket. Yes Votes: Larsen, Palmer, Magirowsky, Lloyd, Powell, Smart, Plank, Knapp. No Votes: None. Motion passed.

**ITEM NO. 2** on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL TO ACKNOWLEDGE OKLAHOMA WATER RESOURCES BOARD (OWRB) GRANT AWARD AND OPEN A BANK ACCOUNT TO RECEIVE THE OWRB GRANT IN THE AMOUNT OF \$100,000 TO PAY FOR A PORTION OF THE NW 23RD STREET AND COUNCIL ROAD EMERGENCY. (ELIZABETH GRAY, CITY MANAGER)**

Motion was made by Trustee Magirowsky, seconded by Trustee Larsen to approve acknowledgment of Oklahoma Water Resources Board (OWRB) grant award and open a bank account to receive the OWRB grant in the amount of \$100,000 to pay for a portion of the NW 23rd Street and Council Road emergency. Yes Votes: Larsen, Palmer, Magirowsky, Powell, Smart, Plank, Lloyd, Knapp. No Votes: None. Motion passed.

**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 SEPTEMBER 19, 2023.**

Chairman Lloyd adjourned the Bethany Public Works meeting at 8:29 P.M. until September 19, 2023.

---

CHAIRMAN

---

SECRETARY

## BETHANY PUBLIC WORKS AUTHORITY

From: Michael Vaughn, Finance Director  
Date: September 14, 2023  
Subject: Claims List for the 09/19/2023 Bethany Public Works Authority Meeting

### BETHANY PUBLIC WORKS AUTHORITY

FUND	AMOUNT
Bethany Public Works Authority	\$202,702.58
<b>TOTAL</b>	<b>\$202,702.58</b>

### ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$217,428.06
Bethany Public Works Authority	\$202,702.58
Bethany Hospital Trust	\$0.00
Bethany Development Authority	\$0.00
<b>TOTAL</b>	<b>\$420,130.64</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	9/2023	OCT. 2023	78,333.33
DEPARTMENT TOTAL:						78,333.33
DEPARTMENT: 02.0 FINANCE						
24-48745	10-005350	FORCE PERSONNEL	METER READER	9/2023	75498	386.40
24-48719	10-005373	CARD SERVICES/PI	BATTERIES/PEN HOLDER/KEY	9/2023	6641853	15.98
24-48310	10-005702	TPS TECHNICAL PROGRAMMING	UTILITY BILLING SVC	9/2023	115498	1,325.49
24-48228	10-006122	MESSER-BOWERS COMPANY	CRIME POLICY	9/2023	58123	36.32
24-48313	10-0596	FUZZELL'S BUSINESS	SHARP COPIER MAINTENANCE	9/2023	MM96029	23.10
DEPARTMENT TOTAL:						1,787.29
DEPARTMENT: 08.1 PUBLIC WORKS - ADMIN						
24-48394	10-005156	COX COMMUNICATIONS INC.	PHONE/INTERNET SVC	9/2023	20230831	454.71
24-48228	10-006122	MESSER-BOWERS COMPANY	CRIME POLICY	9/2023	58123	9.08
24-48753	10-1085	OKLAHOMA MUNICIPAL ASSURANCL	LIABILITY INSURANCE	9/2023	1st QUARTER	292.33
DEPARTMENT TOTAL:						756.12
DEPARTMENT: 08.3 PUBLIC WORKS - SANIT						
24-48616	10-004601	QUALITY PETROLEUM	200 GALS OF HYRDO FLUID	9/2023	0006364527-001	1,638.00
24-48122	10-005350	FORCE PERSONNEL	SANITATION TEMP HELP	9/2023	75570	1,167.17
24-48530	10-005350	FORCE PERSONNEL	TEMP HELP FOR SANITATION	9/2023	75495	1,530.53
24-48228	10-006122	MESSER-BOWERS COMPANY	CRIME POLICY	9/2023	58123	66.59
24-48233	10-0202	WASTE CONNECTIONS, INC	ROLL-OFFS FEES	9/2023	3014913V013	6,237.70
24-48753	10-1085	OKLAHOMA MUNICIPAL ASSURANCL	LIABILITY INSURANCE	9/2023	1st QUARTER	531.51
24-48636	10-3081	PREMIER TRUCK/ATC FREIGHTL	IVENT REGISTER UNIT #89	9/2023	120734172	60.34
24-48234	10-4012	WASTE CONNECTIONS, INC	LANDFILL FEES	9/2023	30412	26,165.73
24-48235	10-4208	OKLAHOMA CITY TREASURY	HOUSEHOLD HAZARDOUS FEES	9/2023	100823	750.50
24-48682	10-4352	MCBRIDE CLINIC	DRUG SCREENS	9/2023	20230901	32.00
DEPARTMENT TOTAL:						38,180.07

FUND: 056- BETHANY PUBLIC WORKS AUTH

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08.4 PUBLIC WORKS - MAINT						
24-48228	10-006122	MESSER-BOWERS COMPANY	CRIME POLICY	9/2023	58123	6.05
24-48753	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY INSURANCE	9/2023	1st QUARTER	79.73
24-48542	10-2305	HOIDALE CO INC	REPLACE DISPLAYFMU SCREEN	9/2023	1142888	174.50
24-48635	10-2305	HOIDALE CO INC	DX&REPAIR DIESEL TANK	9/2023	1142889	397.50
DEPARTMENT TOTAL:						657.78
DEPARTMENT: 12.0 UTILITY - WATER PLANT						
24-48394	10-005156	COX COMMUNICATIONS INC.	PHONE/INTERNET SVC	9/2023	20230831	630.63
24-48228	10-006122	MESSER-BOWERS COMPANY	CRIME POLICY	9/2023	58123	36.32
24-48644	10-0091	BRENNTAG SOUTHWEST INC	2 TOTES OF ALUMINUM SULFQ	9/2023	BSW491767	2,710.00
24-48282	10-1063	OG&E	MNTHLY SVC	9/2023	20230908	22,386.53
24-48646	10-3919	MISSISSIPPI LIME	25 TONS OF LIME	9/2023	1689235	8,170.10
24-48655	10-4122	PUMPS AND CONTROLS	1/2IN CLAMP O-RING	9/2023	435681	184.33
DEPARTMENT TOTAL:						34,117.91
DEPARTMENT: 12.1 UTILITY - WATER LINE						
24-48613	10-005005	BRONCO EQUIPMENT RENTAL & SRENTAL	TODIGUPWATERLINE	9/2023	863752-0001	244.20
24-48581	10-005373	CARD SERVICES/PI	METER DETECTOR BATTHOLDER	9/2023	99536560	26.05
24-48221	10-006121	GH CONCRETE ENTERPRISES, IN	PARKING LOT REPAIR	9/2023	1643	10,151.00
24-48228	10-006122	MESSER-BOWERS COMPANY	CRIME POLICY	9/2023	58123	12.11
24-48748	10-0609	BOBCAT OF OKLAHOMA CITY	UNIT #49B	9/2023	W33615-	272.30
24-48638	10-1066	OKLAHOMA CONTRACTOR'S SUPPL	Ultra sleeve bell clamp	9/2023	0376316-IN	1,495.00
24-48678	10-1066	OKLAHOMA CONTRACTOR'S SUPPL	2 INCH CLAMP	9/2023	0376317-IN	27.00
24-48753	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY INSURANCE	9/2023	1st QUARTER	4,225.50
24-48702	10-1622	WESTLAKE ACE HARDWARE	PVC LINE END CAP	9/2023	3503718	15.98
24-48710	10-2530	IMPROVED CONSTRUCTION METHO	FLAGS FOR UTILITIES LOCAT	9/2023	36731	120.00
24-48529	10-2557	CORE & MAIN LP	WATER REPAIR	9/2023	T439846	78.00
24-48600	10-2557	CORE & MAIN LP	SMART METERS	9/2023	T467543	2,250.00
24-48682	10-4352	MCBRIDE CLINIC	DRUG SCREENS	9/2023	20230901	32.00
DEPARTMENT TOTAL:						18,949.14

FUND: 056- BETHANY PUBLIC WORKS AUTH

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 12.2		UTILITY - SEWER				
24-48394	10-005156	COX COMMUNICATIONS INC.	PHONE/INTERNET SVC	9/2023	20230831	309.60
24-48228	10-006122	MESSER-BOWERS COMPANY	CRIME POLICY	9/2023	58123	6.05
24-48282	10-1063	OG&E	MNTHLY SVC	9/2023	20230908	3,109.47
24-48753	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY INSURANCE	9/2023	1st QUARTER	3,693.99
24-48664	10-1509	TOM'S SPEEDY LOCK & KEY	SERLOCKS FOR LIFT STATION	9/2023	69565	58.00
24-48710	10-2530	IMPROVED CONSTRUCTION	METHOFLAGS FOR UTILITIES LOCAT	9/2023	36731	120.00
24-48393	10-3434	W & W ELECTRIC MOTOR SVC	10HP SUBMERSIBLE PUMP	9/2023	2079	11,875.00
DEPARTMENT TOTAL:						19,172.11
DEPARTMENT: 97.0		DEBT SERVICE				
24-48140	10-3436	BANCFIRST	AUG 2013 BOND	9/2023	OCT. 2023	10,748.83
DEPARTMENT TOTAL:						10,748.83
FUND TOTAL:						202,702.58

NOTICE: On Friday, September 1, 2023, at or before 4:59 p.m., agenda was posted at the front doors of City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: cityofbethany.org. The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

## **BETHANY HOSPITAL TRUST MEETING**

### **BETHANY CITY HALL**

**TUESDAY, SEPTEMBER 5, 2023**

**6:30 P.M.**

<b>MEMBERS PRESENT:</b>	Nikki Lloyd	Chairman
	Jeff Knapp	Vice-Chairman
	Chris Powell	Trustee
	Kathy Larsen	Trustee
	Brian Magirowsky	Trustee
	Ken Smart	Trustee
	Peter Plank	Trustee
	Steve Palmer	Trustee
<b>MEMBERS ABSENT:</b>	Marilyn McPhail	Trustee
<b>OTHERS PRESENT:</b>	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	Troy Rhodes	Architect
	(See Roster)	

Chairman Lloyd called the Bethany Hospital Trust meeting to order at 8:29 P.M.

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

- A. APPROVAL OF MINUTES FROM AUGUST 15, 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 Magirowsky, seconded by Trustee

Smart to approve the Consent Docket. Yes Votes: Larsen, Magirowsky, Powell, Smart, Plank, Lloyd, Palmer, 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 SEPTEMBER 19, 2023**.

Chairman Lloyd adjourned the Bethany Hospital Trust meeting at 8:30 P.M. until September 19, 2023.

---

CHAIRMAN

---

SECRETARY

## BETHANY HOSPITAL TRUST

From: Michael Vaughn, Finance Director  
Date: September 14, 2023  
Subject: Claims List for the 09/19/2023 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	\$217,428.06
Bethany Public Works Authority	\$202,702.58
Bethany Hospital Trust	\$0.00
Bethany Development Authority	\$0.00
<b>TOTAL</b>	<b>\$420,130.64</b>

### RECOMMENDATION

1. Approve the claims as presented.



NOTICE: On Friday, September 1, 2023, at or before 4:59 p.m., agenda was posted at the front doors of City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: cityofbethany.org. The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

**BETHANY DEVELOPMENT AUTHORITY**

**BETHANY CITY HALL**

**TUESDAY, SEPTEMBER 5, 2023**

**7:30 P.M.**

MEMBERS PRESENT:	Nikki Lloyd	Chairman
	Jeff Knapp	Vice-Chairman
	Chris Powell	Trustee
	Steve Palmer	Trustee
	Kathy Larsen	Trustee
	Brian Magirowsky	Trustee
	Ken Smart	Trustee
	Peter Plank	Trustee
MEMBERS ABSENT:	Marilyn McPhail	Trustee
OTHERS PRESENT:	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	Troy Rhodes	Architect
	(See Roster)	

Chairman Lloyd called the Bethany Development Authority meeting to order at 8:30 P.M.

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

- A. APPROVAL OF MINUTES FROM AUGUST 15, 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 Magirowsky, seconded by Trustee Larsen to approve the Consent Docket. Yes votes: Larsen, Lloyd, Plank, Smart, Palmer, Powell, Magirowsky, 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 SEPTEMBER 19, 2023.**

Chairman Lloyd adjourned the Bethany Development Authority meeting at 8:30 P.M. until September 19, 2023.

---

CHAIRMAN

---

SECRETARY

## BETHANY DEVELOPMENT AUTHORITY

From: Michael Vaughn, Finance Director  
Date: September 14, 2023  
Subject: Claims List for the 09/19/2023 Bethany Development Authority Meeting

### BETHANY DEVELOPMENT AUTHORITY

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

### ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$217,428.06
Bethany Public Works Authority	\$202,702.58
Bethany Hospital Trust	\$0.00
Bethany Development Authority	\$0.00
<b>TOTAL</b>	<b>\$420,130.64</b>

### RECOMMENDATION

1. Approve the claims as presented.

