
On Thursday, September 28, 2023, at or before 4:59 p.m., agenda was posted at the front doors of City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: cityofbethany.org. The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

AGENDA

BETHANY CITY COUNCIL

TUESDAY, OCTOBER 3, 2023
6:30 P.M.

BETHANY CITY HALL
6700 NW 36TH ST
BETHANY, OKLAHOMA



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

1. Call to Order
2. Invocation and Flag Salute
3. Consent Docket:
 - A. Approval of Minutes from the September 19, 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.
4. Public Comment - Any person wishing to address the Council during Public Comment shall give their name, address, and city of residence to the City Clerk for the records PRIOR to the start of the meeting. *(Per Chapter 30 of the Bethany Code of Ordinances, there is a five-minute limit, and no action or discussion shall take place. All remarks shall be addressed to the Council as a body, and not to any member thereof.)*
5. Consideration and possible adoption of Resolution No. 1681, a programming resolution for the Association of Central Oklahoma Governments Surface Transportation Block Grant-Urbanized Area 2026-2027 for the NW 36th and Rockwell Mill and Inlay, and Sidewalk project. *(Elizabeth Gray, City Manager)*
6. Consideration and possible approval of on call services contract for Concrete Paving, Asphalt Paving and Drainage Repair Services to Brewer Construction Oklahoma, LLC for the bid amount of \$637,758.00. *(Elizabeth Gray, City Manager)*

7. Consideration and possible approval of on call services contract for Water and Wastewater Repair Services to Krapff-Reynolds Construction Co. for the bid amount of \$1,086,985.00. *(Elizabeth Gray, City Manager)*
8. Consideration and possible approval of Revised Project Agreement with the Oklahoma Department of Transportation for the intersection modifications and traffic signals along SH 66 from Asbury Avenue to Donald Avenue and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
9. Consideration and possible approval of Amendment No. 2 of the Engineering Contract with TEIM Design for the emergency engineering services provided during the NW 23rd and Council emergency on July 9, 2023, and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
10. Consideration and possible approval to award Design Contract for General Obligation Bond Propositions 2-A Eldon Lyon Park, 2-B Ripper Park, 2-C Garrison Park, and 2-D Macrory Park to TEIM Design and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
11. Consideration and possible approval of Amendment No. 2 and Change Order No. 1 to Construction Contract for CDBG Waterline Replacement Project on Holloway Avenue from NW 36th Street to NW 32nd Street to Southwest Water Works, LLC in the amount of \$38,123.49. *(Elizabeth Gray, City Manager)*
12. Consideration and possible approval of Construction Contract for the Police Headquarters Building Addition, General Obligation Bond Proposition 3-B to Holland Construction LLC for the bid amount of \$358,800.00 and authorize the mayor to sign the document of behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
13. Discussion of the 2016 GO Bond money and let council decide what needs to be done with the money. *(Marilyn McPhail, Council Member)*
14. City-wide public works project updates by TEIM Design including GO Bond, ARPA, and SH 66 with possible discussion. *(Elizabeth Gray, City Manager)*
15. PUBLIC HEARING ITEM: Utility Rate Study presentation, consideration, and possible action regarding utility rates in the City of Bethany. *(Elizabeth Gray, City Manager)*
 - A. Presentation by Jon Wolff with Municipal Financial Services, Inc.
 - B. Public comment pertaining to Utility Rate Study presentation.
 - C. Possible discussion pertaining to Utility Rate Study presentation.
 - D. Consideration and possible adoption of Resolution No. 1682, a resolution of the city council of the City of Bethany establishing utility rates for water, sewer, and solid waste services; and declaring an effective date of November 1, 2023.
16. 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)*

17. Discussion regarding staff request for zoning ordinance regarding short-term rentals and possible action to direct the city attorney to prepare a proposed ordinance to submit to planning and zoning. *(Ray Jones, City Attorney)*
18. 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”).*
19. City Attorney’s Report.
20. City Manager’s Report.
21. Mayor and Council Members Comments and Suggestions.
22. Adjourn until October 17, 2023.

BETHANY PUBLIC WORKS AUTHORITY

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2. Consideration and possible approval of on call services contract for Concrete Paving, Asphalt Paving and Drainage Repair Services to Brewer Construction Oklahoma, LLC for the bid amount of \$637,758.00. *(Elizabeth Gray, City Manager)*
3. Consideration and possible approval of on call services contract for Water and Wastewater Repair Services to Krapff-Reynolds Construction Co. for the bid amount of \$1,086,985.00. *(Elizabeth Gray, City Manager)*
4. Consideration and possible approval of Amendment No. 2 and Change Order No. 1 to Construction Contract for CDBG Waterline Replacement Project on Holloway Avenue from NW 36th Street to NW 32nd Street to Southwest Water Works, LLC in the amount of \$38,123.49. *(Elizabeth Gray, City Manager)*
5. 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”).*

6. Adjourn until October 17, 2023.

BETHANY HOSPITAL TRUST

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BETHANY DEVELOPMENT AUTHORITY

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3. Adjourn until October 17, 2023.

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

NOTICE: On Thursday, September 14, 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 19, 2023

6:30 P.M.

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

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 Mayor Lloyd.

The Flag Salute was conducted by Council Member Powell.

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

A. APPROVAL OF MINUTES FROM 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.**
- C. APPROVAL OF LEGAL REPRESENTATION AGREEMENT BETWEEN THE CITY OF BETHANY AND MCAFEE & TAFT PROFESSIONAL CORPORATION AND FULMER & SILL.**
- D. APPROVL OF BUDGET AMENDMENT 24-6.**
- E. APPROVAL OF BUDGET AMENDMENT 24-7.**

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

ITEM NO. 4 on the agenda was **MAYORAL CERTIFICATE OF ACHIEVEMENT PRESENTED TO GIRL SCOUT TROUP 269.**

Mayor Lloyd presented awards to Troup 269 for earning their silver award. This award was earned by investing 70 hours per person in the success of this project. The project focuses on the issue of animal comfort and enrichment in our local animal shelters, humane societies and wildlife rehabilitation facilities. Akira Davidson and Ranya Denfour were present to accept their certificates. Other girls to receive certificates were Starla D'avis, Ellah Gragg and Trinty Salazar.

ITEM NO. 5 on the agenda was **PUBLIC COMMENT - ANY PERSON WISHING TO ADDRESS THE COUNCIL DURING PUBLIC COMMENT SHALL GIVE THEIR NAME, ADDRESS, AND CITY OF RESIDENCE TO THE CITY CLERK FOR THE RECORDS PRIOR TO THE START OF THE MEETING. (PER CHAPTER 30 OF THE BETHANY CODE OF ORDINANCES, THERE IS A FIVE-MINUTE LIMIT, AND NO ACTION OR DISCUSSION SHALL TAKE PLACE. ALL REMARKS SHALL BE ADDRESSED TO THE COUNCIL AS A BODY, AND NOT TO ANY MEMBER THEREOF.)**

None

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

City Manager Gray explained 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.

A motion was made by Council Member Larsen, seconded by Council Member Knapp to approve 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. Yes votes: Knapp, Powell, Larsen, Plank, Palmer, Lloyd. No votes: McPhail. Motion approved.

ITEM NO. 7 on the agenda was 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)

The City Manager reported 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. The contract for TEIM Design needs to be amended in the amount of \$20,000 to fund these services.

A motion was made by Council Member Larsen, seconded by Council Member Plank to approve Amendment No.1 of the engineering contract between the City of Bethany and TEIM Design for design tasks related to the APRA funded Automated Meter Replacements Project. Yes votes: Knapp, Powell, Larsen, Plank, McPhail. Palmer, Lloyd. No votes: None. Motion approved.

ITEM NO. 8 on the agenda was DISCUSSION AND POSSIBLE APPROVAL OF WATER LEASE FOR WELLS 25, 26 AND 215. (RAY JONES, CITY ATTORNEY)

City Attorney Jones reported that he has been working with the Stinchcomb family to update a lease on wells 25, 26, and 215. This lease was last updated in 1994. TEIM Design did an analysis over the last 10 years. We've averaged 111,700.00 gallons of water drawn from those 3 wells. With the he current negotiated price of .25 per 1000 gallons that average would be appropriately \$27,000 in any given year. The current cost for OKC water is \$12.52 per 1000 gallons. The City of Yukon pay .27 per 1000 gallons of water.

A motion was made by Council Member Larsen, seconded by Council Member Palmer to approve a water lease for wells 25, 26, and 215. Yes votes: Knapp, Larsen, Plank, Powell, Palmer, Lloyd, McPhail. No votes: None. Motion approved.

ITEM NO. 9 on the agenda was **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)**

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

ITEM NO. 10 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. 11 on the agenda was the **CITY ATTORNEY’S REPORT**

Attorney Jones reported he has researched changes in the Oklahoma Medical Marijuana state law which became effective September 11th to examine any municipal changes that need to be made and have detected there are none. He has worked with staff on other items and provided advice to administration regarding the interpretation of the library contract. A TIF agreement has been prepared for Carlson Ventures, LLC and submitted to Ms. Paige Bass.

ITEM NO. 12 on the agenda was the **CITY MANAGER’S REPORT.**

City Manager Gray reported the following:

Michael Vaughn presented the financial report which is included in the agenda packet.

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

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

City offices will be closed November 10th for Veterans Day. Make up trash day will be Wednesday, November 8th.

Bethany/Warr Acres Attorney will give an update on the issue that we had at the plant. A settlement has been reached as of yesterday with ODEQ on the breach last winter

ITEM NO. 13 on the agenda was **COUNCIL MEMBERS' ANNOUNCEMENTS, COMMENTS, AND PROPOSALS.**

Each Council Member was given the opportunity to comment.

ITEM NO. 14 on the agenda was **ADJOURN UNTIL OCTOBER 3, 2023.**

Mayor Lloyd adjourned the Bethany City Council meeting at 6:56 P.M.

MAYOR

CITY CLERK

BETHANY CITY COUNCIL

From: Michael Vaughn, Finance Director
Date: September 28, 2023
Subject: Claims List for the 10/03/2023 City Council Meeting

GENERAL OPERATIONS FUND

FUND	AMOUNT
General Operation Fund	\$102,259.08
Public Safety Fund	\$1,354.58
Capital Improvement Fund	\$513.32
2022A GO Bond	\$25,452.72
TOTAL	\$129,579.70

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$129,579.70
Bethany Public Works Authority	\$324,580.02
Bethany Hospital Trust	\$0.00
Bethany Development Authority	\$0.00
TOTAL	\$454,159.72

RECOMMENDATION

1. Approve the claims as presented.



FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01.0		MANAGEMENT				
24-48170	10-005084	JAN-PRO CLEANING SYSTEMS	CH CLEANING SVC.	9/2023	INV08991	813.00
24-48737	10-005373	CARD SERVICES/P1	TONER, MISC	9/2023	5068228	140.94
24-48795	10-005373	CARD SERVICES/P1	TOILETPAPER, TRASHBAGS, SOA	9/2023	4937064	17.80
24-48796	10-005373	CARD SERVICES/P1	2024 PLANNER, TONER, LABE	9/2023	0942642	129.48
24-48257	10-005519	CRAWFORD & ASSOCIATES, P.C.	AUDIT PREP/FINANCIAL SVC	9/2023	17522	16,132.18
24-48620	10-005539	CENTER FOR ECONOMIC DEVELOPTIF	23RD STREET	9/2023	16079	82.50
24-48843	10-005867	ELIZABETH GRAY	OML CONF PARKING/MILEAGE	9/2023	20230922	43.20
24-48785	10-005924	ADMIRAL EXPRESS, LLC	COPY PAPER	9/2023	2424553-0	288.12
24-48296	10-1068	ONG	MNTHLY SVC	9/2023	20230915	157.38
24-48314	10-1069	OKLAHOMA MUNICIPAL LEAGUE	NOI PLANK-JAN 27	9/2023	200001951	95.00
24-48816	10-1622	WESTLAKE ACE HARDWARE	ROPE FOR FLAGPOLE	9/2023	3503733	16.99
24-48787	10-2123	HOME DEPOT CREDIT SVCS	TOILET SEAT & PVC BOOTS	9/2023	018747/1024486	26.98
24-48865	10-3131	AMERICAN LEGAL PUBLISHING	ONLINE RENEWAL	9/2023	27930	495.00
24-48263	10-3196	IMAGENET CONSULTING, LLC	UPSTAIR/DOWN STAIR COPIER	9/2023	INV686948	221.87
24-48864	10-3348	COUNTY CLERK OKLA COUNTY	FILE WATER LEASE	9/2023	20230920	32.00
DEPARTMENT TOTAL:						18,692.44
DEPARTMENT: 02.0		FINANCE				
24-48856	10-005971	MICHAEL VAUGHN	CPA LICENSE	9/2023	033207	200.00
24-48357	10-1715	TYLER TECHNOLOGIES	SMART METERS	9/2023	025-438099	250.00
24-48867	10-1715	TYLER TECHNOLOGIES	INCODE ANNUAL MAINT.	9/2023	025-438458	37,891.67
24-48263	10-3196	IMAGENET CONSULTING, LLC	UPSTAIR/DOWN STAIR COPIER	9/2023	INV686948	71.22
DEPARTMENT TOTAL:						38,412.89
DEPARTMENT: 03.0		COURT				
24-48721	10-006079	BENCHMARK ELECTRIC	LED LIGHTS	9/2023	20230918	650.00
24-48296	10-1068	ONG	MNTHLY SVC	9/2023	20230915	49.83
24-48200	10-3258	CITY OF YUKON	INMATE HOUSING	9/2023	JULY-SRO-03222	126.00
24-48345	10-3258	CITY OF YUKON	INMATE HOUSING	9/2023	AUG-SRO-0322	504.00
24-48828	10-3327	WALKER COMPANIES	STAMP	9/2023	143966	94.50
DEPARTMENT TOTAL:						1,424.33

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 05.0 POLICE						
24-48846	10-004996	GOODYEAR COMMERCIAL TIRE & 2 TIRES		9/2023	255-1028323	265.72
24-48829	10-005072	DEVILLE LAUNDRY	Jail Laundry	9/2023	20230920	121.48
24-48742	10-005373	CARD SERVICES/P1	Rescue Cleaner AC	9/2023	0351440	207.49
24-48782	10-005373	CARD SERVICES/P1	Syringes for AC	9/2023	9297021	65.98
24-48841	10-005373	CARD SERVICES/P1	Janitorial Supplies	9/2023	20230922	317.99
24-48741	10-005687	SUNDANCE OFFICE SUPPLY, INC	Ink for Shelter	9/2023	523566	115.98
24-48740	10-005970	COVETRUS NORTH AMERICA, LLC	Needle, Syringes, Fatal	9/2023	AY41915	231.06
24-48554	10-006127	4K SPORTS, INC.	Wilson LE Instructor	9/2023	603	850.00
24-48743	10-0883	LOCKE SUPPLY CO.	Station Lightbulbs	9/2023	5035020-00	199.75
24-48751	10-1	Meagan Holloway	Holloway Reimbursement	9/2023	20230831	68.25
24-48296	10-1068	ONG	MNTHLY SVC	9/2023	20230915	567.39
24-48734	10-1726	BETHANY COUNTRY STORE	Dog Food	9/2023	20230915	250.00
24-48744	10-1771	ADVENTURE OUT	Install Cage 20-011	9/2023	555355	595.00
24-48862	10-1771	ADVENTURE OUT	Unit 20-011 Install	9/2023	555361	531.25
24-48692	10-2273	PRECISION DELTA	2023 Dept Ammunition	9/2023	28398	7,215.98
24-48474	10-2697	AUTOZONE	Unit 13-136 Repairs	9/2023	0501249095	65.94
24-48060	10-3084	UTILITY DATA SERVICES, INC.	Monthly Minimum Fee	9/2023	104344	12.50
24-48784	10-3327	WALKER COMPANIES	Angela Black Notary	9/2023	144002	89.00
24-48861	10-3744	HARBOR FREIGHT TOOLS	Floor Jack	9/2023	935254, 935253	149.97
24-48068	10-4388	ISG TECHNOLOGY, LLC	Prevntion Security	9/2023	ISG348949	1,204.00
24-48750	10-4388	ISG TECHNOLOGY, LLC	Certificate Application	9/2023	ISG348752	382.50
DEPARTMENT TOTAL:						13,507.23
DEPARTMENT: 06.0 FIRE						
24-48738	10-004408	BOUND TREE MEDICAL	NITRILE EXAM GLOVES	9/2023	85086419	603.18
24-48687	10-004578	ALERT-ALL CORPORATION	FIRE SAFETY MATERIALS	9/2023	223090398	1,950.00
24-48726	10-005010	YUKON TROPHY & AWARDS	BRASS PLATE	9/2023	923214	20.00
24-48836	10-005065	ANDERSON PLUMBING	PLUMBING REPAIRS	9/2023	886	265.00
24-48282	10-1063	OG&E	MNTHLY SVC	9/2023	20230912	118.52
24-48296	10-1068	ONG	MNTHLY SVC	9/2023	20230915	206.09
24-48557	10-3415	SPECIAL-OPS UNIFORMS, INC.	UNIFORM NAME PLATE	9/2023	342995	56.08
DEPARTMENT TOTAL:						3,218.87

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 07.0 COMMUNITY DEV						
24-48788	10-005373	CARD SERVICES/PI	PH AND CHLORINE TEST KIT	9/2023	0527765	186.00
24-48832	10-005595	RAY'S WESTSIDE TAG AGENCY	TAG FOR NEW CD VEHICLE	9/2023	20230921	46.00
24-48786	10-005947	APPLIED GEOGRAPHICS, INC.	INTERACTIVE MAP	9/2023	INV-0022841	3,000.00
24-48799	10-005984	CENTRAL OKLAHOMA STORM WATECOSWA DUES		9/2023	196	1,200.00
24-48263	10-3196	IMAGENET CONSULTING, LLC	UPSTAIR/DOWN STAIR COPIER	9/2023	INV686948	249.31
DEPARTMENT TOTAL:						4,681.31
DEPARTMENT: 08.1 PUBLIC WORKS - ADMIN						
24-48791	10-005373	CARD SERVICES/PI	PRINTER & BINDER	9/2023	4801019	26.29
24-48826	10-005373	CARD SERVICES/PI	SUPPLIES & PPE	9/2023	2026606	9.32
24-48296	10-1068	ONG	MNTHLY SVC	9/2023	20230915	190.39
24-48190	10-2442	SUMNERONE, INC.	MONTHLY COPIER MAINTENANC	9/2023	3702849	48.75
DEPARTMENT TOTAL:						274.75
DEPARTMENT: 08.2 PUBLIC WORKS - STREETS						
24-48834	10-0007	A-1 LAWN MOWER SHOP INC	WEED EATER STRING	9/2023	18190	50.85
24-48191	10-004688	TLS GROUP, INC.	MAINTENANCE AGREEMENT	9/2023	0923-1807	480.00
24-48459	10-005350	FORCE PERSONNEL	TEMP HELP	9/2023	75648	676.20
24-48826	10-005373	CARD SERVICES/PI	SUPPLIES & PPE	9/2023	2026606	179.98
24-48800	10-0482	DOLESE BROS. CO.	ROCK & SAND FOR STOCK	9/2023	AG23111927	400.43
24-48821	10-0572	REDDY ICE CORP	75 BAGS OF ICE	9/2023	3850659010	37.87
24-48731	10-0694	HASKELL LEMON CONST CO	3 TONS ASPHALT	9/2023	4948	174.40
24-48506	10-0812	J & R EQUIPMENT LLC	REPAIR TWO LIFT CYLINDERS	9/2023	01W4947	7,460.20
24-48282	10-1063	OG&E	MNTHLY SVC	9/2023	20230912	113.55
24-48822	10-1357	SOONER MUFFLER	UNIT #86 MUFFLER	9/2023	20230920	600.00
24-48859	10-1357	SOONER MUFFLER	MUFFLER UNIT #67	9/2023	20230925	600.00
24-48798	10-2123	HOME DEPOT CREDIT SVCS	WIRE FOR THE WELDER	9/2023	019411/0022719	71.94
24-48803	10-2702	AMERICAN LOGO & SIGNS	2 STOP SIGNS	9/2023	33222	160.00
24-48706	10-3207	LOGAN COUNTY ASPHALT CO	3 TON OF COLD PATCH	9/2023	25938	387.20
DEPARTMENT TOTAL:						11,392.62

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08.4 PUBLIC WORKS - MAINT						
24-48814	10-005373	CARD SERVICES/PI	SUCTIONPUMP&TUBE BENDER	9/2023	0516205	29.23
24-48648	10-0225	GENUINE PARTS	LAMP BULBS FOR STOCK	9/2023	7092-041800	61.10
DEPARTMENT TOTAL:						90.33
DEPARTMENT: 08.5 PUBLIC WORKS - PARKS						
24-48317	10-005350	FORCE PERSONNEL	TEMP HELP FOR PARKS	9/2023	75723	923.74
24-48601	10-005350	FORCE PERSONNEL	TEMP HELP FOR PARKS	9/2023	75672	4,304.74
24-48804	10-005624	RAY ALBRIGHT STEEL PRODUCTS	STEEL	9/2023	23-3923	135.00
24-48717	10-005985	BILL'S CUSTOM SERVICES,	INCLIBRARY POND	9/2023	9182023	3,252.00
24-48870	10-0225	GENUINE PARTS	SOLENOID FOR TOMMY LIFT	9/2023	7092-043269	26.63
24-48821	10-0572	REDDY ICE CORP	75 BAGS OF ICE	9/2023	3850659010	37.87
24-48765	10-0668	HAYES ELECTRIC	LIGHTS AT MACORY PARK	9/2023	98277	180.00
24-48778	10-0668	HAYES ELECTRIC	TRACE A SHORT FOR LIGHTS	9/2023	98277B	525.00
24-48749	10-0883	LOCKE SUPPLY CO.	LIGHT BULBS FOR PARKS	9/2023	50538779	349.00
24-48282	10-1063	OG&E	MNTHLY SVC	9/2023	20230912	88.89
24-48296	10-1068	ONG	MNTHLY SVC	9/2023	20230915	47.15
24-48762	10-2123	HOME DEPOT CREDIT SVCS	FENCE PANELS,NAILS,SCREWS	9/2023	014932/5024009	191.79
24-48811	10-2401	HINTON REGRIGERATION CO	ASSESS HVAC AT LIBRARY	9/2023	54329	502.50
DEPARTMENT TOTAL:						10,564.31
FUND TOTAL:						102,259.08

FUND: 021- PUBLIC SAFETY FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 99.0		NON-DEPARTMENTAL				
24-48824	10-004459	AXON ENTERPRISE, INC.	TASER BATTERIES	9/2023	INUS188422	876.96
24-48781	10-005373	CARD SERVICES/P1	Supplies for Surface Tab	9/2023	5817863	427.62
24-48708	10-0465	OK DEPT OF PUBLIC SAFETY	OLETS	9/2023	LET-011563	50.00
DEPARTMENT TOTAL:						1,354.58
FUND TOTAL:						1,354.58

FUND: 031- CAPITAL IMPROVE PROJECTS

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		PROJECTS >\$25,000				
24-48850	10-005373	CARD SERVICES/P1	FLOOR MATS - TRUCK	9/2023	5087442	124.99
24-48840	10-1771	ADVENTURE OUT	RUNNING BOARDS	9/2023	555362	388.33
DEPARTMENT TOTAL:						513.32
FUND TOTAL:						513.32

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		Projects				
24-48518	10-005500	TROY D RHODES & COMPANY, INPROP 3A FIRE STATION RENO		9/2023	03797	24,918.75
24-48857	10-005500	TROY D RHODES & COMPANY, INREIMBURSEABLES FD		9/2023	03798	533.97
DEPARTMENT TOTAL:						25,452.72
FUND TOTAL:						25,452.72

BETHANY CITY COUNCIL

From: Elizabeth Gray, City Manager
Subject: Consideration and Approval of Resolution No. 1681 Programming a Surface Transportation Project at NW 36th and Rockwell Avenue

BACKGROUND

A programming resolution is required for the final application of the Association of Central Oklahoma Governments (ACOG) Surface Transportation Block Grant – Urbanized Area (STBG-UZA) 2026-2027 for the NW 36th and Rockwell Mill and Inlay and Sidewalk project. This intersection improvement project includes sidewalks to fill in gaps, as well as an asphalt mill and inlay.

The estimate costs are as follow:

\$772,000.00 Federal Share
\$193,000.00 City Share
\$965,000.00 Total Estimated Construction Cost

RECOMMENDATION

1. Approve Resolution No. 1681 Programming a Surface Transportation Project at NW 36th and Rockwell Avenue.



ADDITIONAL COMMENTS

No City of Bethany funds are committed by this action.



TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

September 25, 2023

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

Re: ACOG Grant
Surface Transportation Block Grant – Urbanized Area (STBG-UZA) FY2026-FY2027
NW 36th Street and Rockwell Avenue Mill and Inlay and Sidewalks

Dear Ms. Gray:

Please find attached the programming resolution for the ACOG Grant STBG-UZA project. The ACOG STBG-UZA final application requires a programming resolution, which we have attached. This project includes sidewalks to fill in gaps and an asphalt mill and inlay of the roadway as shown within the area on the attached map. The schedule for the grant process is as follows:

Application submittal deadline:	October 31, 2023
ACOG staff analysis of all project submissions:	November-December 2023
ACOG MPO Policy Committee and Board of Directors to approve of project selections:	February 2024 (Tentative)

Should you have any questions or comments, please contact me at (405) 752-1122.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'RW' or 'RWS', written in a cursive style.

Robbie Williams, P.E.

RDW: rdw/Attachment:

cc: File ET424-49/ACOG

RESOLUTION NO. 1681
**PROGRAMMING SURFACE TRANSPORTATION BLOCK GRANT - URBANIZED
AREA (STBG-UZA) PROJECT**

WHEREAS, Surface Transportation Block Grant Program funds for urbanized areas have been made available for transportation improvements within the Oklahoma City Urban Area, and

WHEREAS, The City of Bethany, Oklahoma has selected a project described as follows: NW 36th Street and Rockwell Avenue Mill and Inlay and Sidewalks, and

WHEREAS, the engineer's preliminary estimate of cost is \$965,000.00, and Federal participation under the terms of the *Infrastructure Investment and Jobs Act (IIJA)* relating to Surface Transportation Block Grant Program - Urbanized Area (STBG-UZA) funds is hereby requested for funding 80% of the project cost, which is estimated at \$772,000.00, and

WHEREAS, the City of Bethany proposes to use local funds as the source(s) of funds for the local match, which is estimated at \$193,000.00, and

WHEREAS, no City of Bethany funds are committed by this action, and

WHEREAS, the City of Bethany has the required matching funds available and further agrees to deposit matching funds by separate agreement with the Oklahoma Department of Transportation (ODOT) prior to advertising of the project for bid by ODOT, and

WHEREAS, the City of Bethany has arranged for TEIM Design, PLLC, a qualified engineer, to furnish engineering services in the preparation of detailed plans, specifications and estimates, and

WHEREAS, the City of Bethany agrees to provide for satisfactory maintenance after completion, and to furnish the necessary right-of-way clear and unobstructed, and

WHEREAS, the City of Bethany agrees, as a condition to receiving any Federal financial assistance from the Department of Transportation, that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42. U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964", and

WHEREAS, The City of Bethany assures that no qualified person with a disability shall, solely by reasons of their disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity administered by the City/Town/County, and

WHEREAS, the City of Bethany further understands that acceptance of this resolution by the Association of Central Oklahoma Governments (ACOG) and the Oklahoma Department of Transportation is not a commitment to Federal funding, but only registers the City/Town/County's interest and intent in participating in the program application process.

NOW, THEREFORE, BE IT RESOLVED:

That ACOG is hereby requested to consider this project as a candidate for Federal funding, and to submit same to the Oklahoma Department of Transportation for its approval;

ADOPTED by the City of Bethany, Oklahoma and **SIGNED** by the Mayor
this ____ day of _____, 20__.

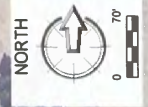
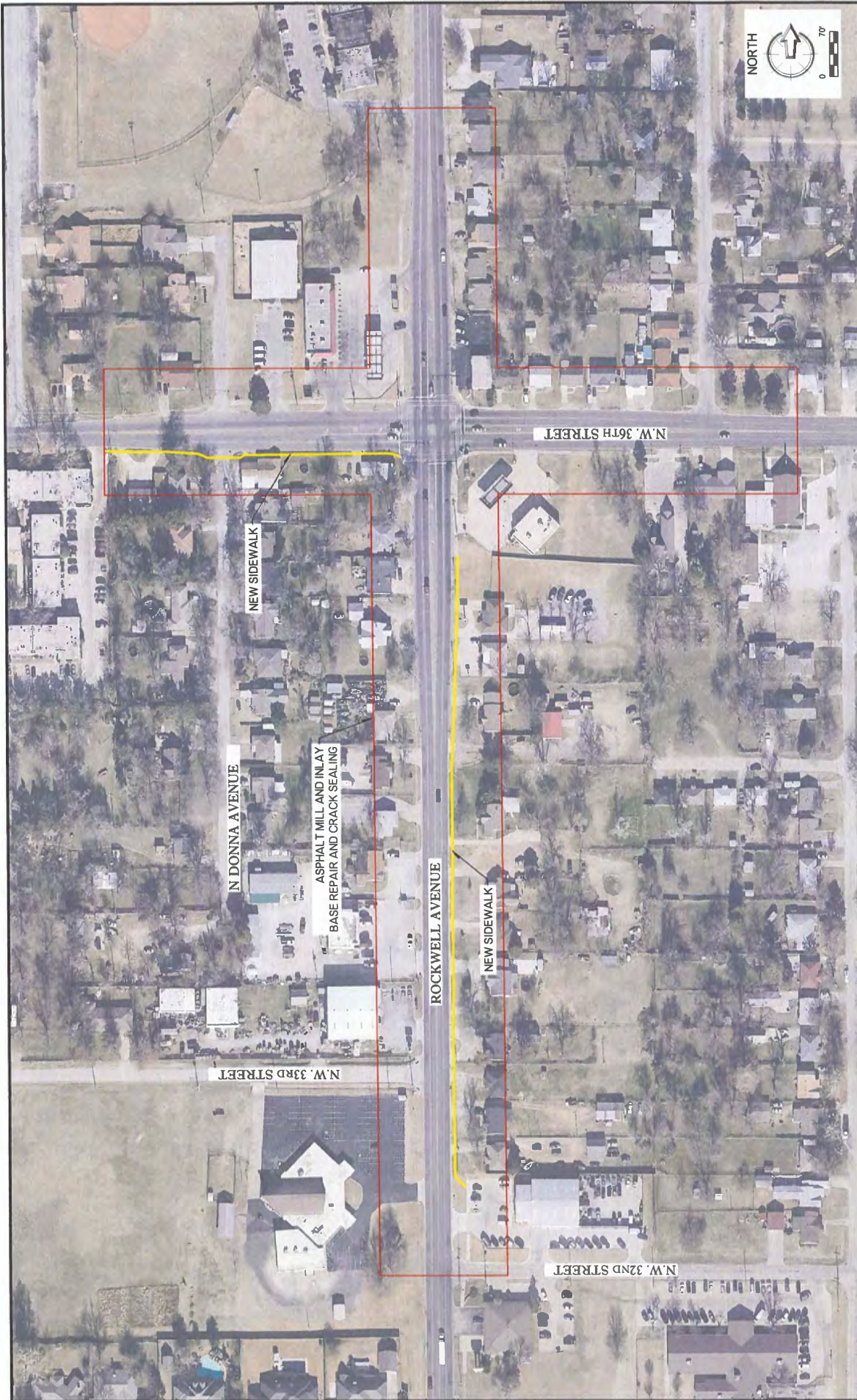
ATTEST:

City Clerk

Mayor

Approved as to form and legality

City Attorney



SHEET NO.
0002

CIVIL
LOCATION MAP

CITY OF BETHANY
NW 36th Street and Rockwell Avenue
Mill and Inlay and Sidewalks



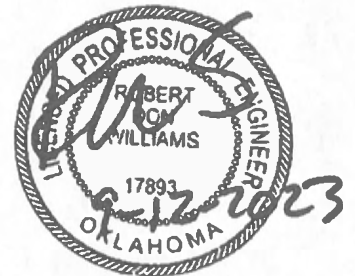
SCALE: AS SHOWN
DATE: September 13th, 2023
DRAWN BY: GIBBS
CHECKED BY: ROW

REV. NO.	DATE	DESC.	REMARKS

NW 36TH STREET AND ROCKWELL AVENUE MILL AND INLAY AND SIDEWALKS

ITEM NUMBER	TITLE	UNIT	QUANTITY	Unit Price	Total Price
1	ASPHALT CONCRETE (PG 64-22 OK) SUPER PAVE TYPE S5 (2 INCHES)	TONS	1,900.00	\$115.00	\$218,500.00
2	COLD MILLING PAVEMENT (ASPHALT) (2 INCHES)	SY	16,870.00	\$5.50	\$92,785.00
3	PERMANENT PAVEMENT REPAIR (ASPHALT)	SY	1,300.00	\$110.00	\$143,000.00
4	ASPHALT CRACK SEALING	LF	15,000.00	\$2.00	\$30,000.00
5	TRAFFIC STRIPING	LF	12,000.00	\$1.25	\$15,000.00
6	TRAFFIC STRIPING (SYMBOLS)	EA	12.00	\$300.00	\$3,600.00
7	DRIVEWAY\LOCAL ROAD REMOVAL	SY	350.00	\$15.00	\$5,250.00
8	CONCRETE DRIVEWAY\LOCAL ROAD REPLACEMENT	SY	350.00	\$115.00	\$40,250.00
9	SIDEWALK	LF	940.00	\$70.00	\$65,800.00
10	MOBILIZATION	LSUM	1.00	\$31,000.00	\$31,000.00
11	CONSTRUCTION STAKING	LSUM	1.00	\$5,000.00	\$5,000.00
12	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	LSUM	1.00	\$10,000.00	\$10,000.00

Sub-Total	\$660,185.00
Contingency (20%)	\$132,037.00
ODOT Construction (6%)	\$47,533.32
Construction Cost Opinion	\$839,755.32
Pre-Construction Service (15%)	\$125,963.30
Total Project Cost Opinion	\$965,718.62
Use	\$965,000.00



Agenda: 10/03/2023
Item: 6
BPWA Item: 2

BETHANY CITY COUNCIL
BETHANY PUBLIC WORKS AUTHORITY

From: Elizabeth Gray, City Manager
Date: October 3, 2023
Subject: Approval of Contract with Brewer Construction Oklahoma, LLC for Bids for Concrete Paving, Asphalt Paving and Drainage Repair Services

BACKGROUND

On August 15, 2023, the City Council authorized staff to advertise for bids to establish unit prices for work related to concrete paving, asphalt paving and drainage projects. This project is to be used on an as-needed basis for circumstances beyond normal staff operations. Recently there have been instances where repairs from outside contractors were required to address emergency situations for waterlines at 23rd and Council and 58th and Mueller that required pavement and storm sewer removal and replacement. In each instance emergency repairs were required, which meant the cost was not readily identified for the needed work, and at the 23rd and Council location quotes had to be obtained for the permanent repairs. This contract will allow for unit costs to be established, so when an issue arises based on the infrastructure identified as needing repairs, the cost can be determined before the actual repair takes place eliminating the need for delays or new quotes. There are also time requirements for the contractor to arrive on site and start the repairs.

Bids were opened on September 12, 2023. City engineers, TEIM Design, recommend award to Brewer Construction Oklahoma LLC, for the amount of \$637,758.00.

RECOMMENDATION

1. Approval of on call services contract for Concrete Paving, Asphalt Paving and Drainage Repair Services to Brewer Construction Oklahoma, LLC for the bid amount of \$637,758.00.

ADDITIONAL COMMENTS





TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

September 22, 2023

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

Re: Concrete Paving, Asphalt Paving and Drainage Repair Services

Dear Ms. Gray,

Attached for your review and disposition please find the BID Tabulation for the above-mentioned project. The bids were received, September 12, 2023, and all bid bonds and affidavits were found to be in order. The bids were tabulated correctly. The two bids are as follows:

<u>Company</u>	<u>Total Base Bid</u>
Brewer Construction Oklahoma, LLC	\$637,758.00
Rudy Construction Co.	\$680,263.00

Therefore, we recommend award of the contract to Brewer Construction Oklahoma, LLC for the base bid amount of \$637,758.00. We have attached the executed contract and bonds from Brewer Construction Oklahoma, LLC.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'RW' or 'RWS', written in a cursive style.

Robbie Williams, PE

Attachment: Bid Tabulation
Contract and Bonds

CITY OF BETHANY PAVING AND DRAINAGE REPAIR BID ITEMS				ENGINEER ESTIMATE		Brewer Construction OK, LLC		Rudy Construction Co.	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Asphalt Pavement Removal	SY	50.00	\$ 15.00	\$ 750.00	\$ 52.00	\$ 2,600.00	\$ 20.00	\$ 1,000.00
2	Concrete Pavement Removal	SY	50.00	\$ 15.00	\$ 750.00	\$ 52.00	\$ 2,600.00	\$ 20.00	\$ 1,000.00
3	Curb Removal	LF	50.00	\$ 17.00	\$ 850.00	\$ 33.00	\$ 1,650.00	\$ 20.00	\$ 1,000.00
4	Furnish Lime	Ton	50.00	\$ 233.00	\$ 11,650.00	\$ 176.00	\$ 8,800.00	\$ 465.00	\$ 23,250.00
5	Furnish Fly Ash	Ton	50.00	\$ 95.00	\$ 4,750.00	\$ 104.00	\$ 5,200.00	\$ 240.00	\$ 12,000.00
6	Furnish Cement Kiln Dust	Ton	50.00	\$ 160.00	\$ 8,000.00	\$ 98.00	\$ 4,900.00	\$ 115.00	\$ 5,750.00
7	6" LimeTreated Subgrade, ODOT Section 307	SY	250.00	\$ 10.00	\$ 2,500.00	\$ 33.00	\$ 8,250.00	\$ 6.00	\$ 1,500.00
8	6" Flyash Subgrade Modification, ODOT Section 317	SY	250.00	\$ 10.00	\$ 2,500.00	\$ 26.00	\$ 6,500.00	\$ 6.00	\$ 1,500.00
9	6" CKD Subgrade Modification, ODOT Special Provision	SY	250.00	\$ 11.00	\$ 2,750.00	\$ 26.00	\$ 6,500.00	\$ 6.00	\$ 1,500.00
10	6" P.C. Concrete Paving	SY	250.00	\$ 95.00	\$ 23,750.00	\$ 150.00	\$ 37,500.00	\$ 110.00	\$ 27,500.00
11	1" Additional P.C. Concrete Paving	SY	250.00	\$ 24.00	\$ 6,000.00	\$ 18.00	\$ 4,500.00	\$ 22.00	\$ 5,500.00
12	6" High Early Strength P.C. Concrete Paving	SY	50.00	\$ 190.00	\$ 9,500.00	\$ 195.00	\$ 9,750.00	\$ 120.00	\$ 6,000.00
13	1" Additional High Early Strength P.C. Concrete Paving	SY	50.00	\$ 33.00	\$ 1,650.00	\$ 18.00	\$ 900.00	\$ 25.00	\$ 1,250.00
14	Asphalt Concrete Type A (PG 64-22OK)	TON	50.00	\$ 130.00	\$ 6,500.00	\$ 228.00	\$ 11,400.00	\$ 200.00	\$ 10,000.00
15	Asphalt Concrete Type B (PG 64-22OK)	TON	50.00	\$ 150.00	\$ 7,500.00	\$ 267.00	\$ 13,350.00	\$ 240.00	\$ 12,000.00
16	6" Integral Concrete Curb	LF	50.00	\$ 30.00	\$ 1,500.00	\$ 33.00	\$ 1,650.00	\$ 10.00	\$ 500.00
17	8" Integral Concrete Curb	LF	50.00	\$ 35.00	\$ 1,750.00	\$ 33.00	\$ 1,650.00	\$ 15.00	\$ 750.00
18	6" Fast Track Patching (2,800PSI in 12 Hours)	SY	50.00	\$ 146.00	\$ 7,300.00	\$ 325.00	\$ 16,250.00	\$ 225.00	\$ 11,250.00
19	Unclassified Excavation	CY	100.00	\$ 32.00	\$ 3,200.00	\$ 52.00	\$ 5,200.00	\$ 40.00	\$ 4,000.00
20	8" Curb and 18" Gutter Repair (Remove and Replace)	LF	25.00	\$ 60.00	\$ 1,500.00	\$ 130.00	\$ 3,250.00	\$ 60.00	\$ 1,500.00
21	6" Curb and 18" Gutter Repair (Remove and Replace)	LF	25.00	\$ 60.00	\$ 1,500.00	\$ 130.00	\$ 3,250.00	\$ 65.00	\$ 1,625.00
22	Washed River Sand	Ton	50.00	\$ 32.00	\$ 1,600.00	\$ 42.00	\$ 2,100.00	\$ 50.00	\$ 2,500.00
23	Traffic Stripe (Paint) (4-Inch Wide)	LF	500.00	\$ 3.00	\$ 1,500.00	\$ 3.00	\$ 1,500.00	\$ 3.00	\$ 1,500.00
24	Handicap Ramp	SY	25.00	\$ 460.00	\$ 11,500.00	\$ 325.00	\$ 8,125.00	\$ 170.00	\$ 4,250.00
25	Driveway Replacement	SY	25.00	\$ 156.00	\$ 3,900.00	\$ 228.00	\$ 5,700.00	\$ 115.00	\$ 2,875.00
26	4" Sidewalk	SY	25.00	\$ 125.00	\$ 3,125.00	\$ 195.00	\$ 4,875.00	\$ 120.00	\$ 3,000.00
27	Inlet Adjustment	EA	1.00	\$ 2,275.00	\$ 2,275.00	\$ 1,950.00	\$ 1,950.00	\$ 2,340.00	\$ 2,340.00
28	Manhole Adjustment	EA	1.00	\$ 1,565.00	\$ 1,565.00	\$ 1,300.00	\$ 1,300.00	\$ 1,560.00	\$ 1,560.00
29	Storm Sewer Hood Replacement	EA	1.00	\$ 931.00	\$ 931.00	\$ 715.00	\$ 715.00	\$ 858.00	\$ 858.00
30	Select Borrow	CY	50.00	\$ 38.00	\$ 1,900.00	\$ 78.00	\$ 3,900.00	\$ 70.00	\$ 3,500.00
31	Valve Box Adjustment	EA	1.00	\$ 372.00	\$ 372.00	\$ 364.00	\$ 364.00	\$ 450.00	\$ 450.00
32	3500 P.S.I. Structural Concrete	CY	25.00	\$ 975.00	\$ 24,375.00	\$ 774.00	\$ 19,350.00	\$ 930.00	\$ 23,250.00
33	Reinforcing Steel (GR 60)	LBS	2,500.00	\$ 3.00	\$ 7,500.00	\$ 2.93	\$ 7,325.00	\$ 3.50	\$ 8,750.00
34	Flowable Fill	CY	25.00	\$ 233.00	\$ 5,825.00	\$ 312.00	\$ 7,800.00	\$ 375.00	\$ 9,375.00
35	15" CGMP	LF	25.00	\$ 71.00	\$ 1,775.00	\$ 54.00	\$ 1,350.00	\$ 65.00	\$ 1,625.00
36	15" CGMP End Section	EA	1.00	\$ 400.00	\$ 400.00	\$ 501.00	\$ 501.00	\$ 600.00	\$ 600.00
37	18" CGMP	LF	25.00	\$ 77.00	\$ 1,925.00	\$ 58.00	\$ 1,450.00	\$ 70.00	\$ 1,750.00

CITY OF BETHANY PAVING AND DRAINAGE REPAIR BID ITEMS				ENGINEER ESTIMATE		Brewer Construction OK, LLC		Rudy Construction Co.	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
38	18" CGMP End Section	EA	1.00	\$ 489.00	\$ 489.00	\$ 553.00	\$ 553.00	\$ 665.00	\$ 665.00
39	24" CGMP	LF	25.00	\$ 101.00	\$ 2,525.00	\$ 75.00	\$ 1,875.00	\$ 90.00	\$ 2,250.00
40	24" CGMP End Sections	EA	1.00	\$ 567.00	\$ 567.00	\$ 731.00	\$ 731.00	\$ 900.00	\$ 900.00
41	36" CGMP	LF	25.00	\$ 127.00	\$ 3,175.00	\$ 99.00	\$ 2,475.00	\$ 120.00	\$ 3,000.00
42	36" CGMP End Sections	EA	1.00	\$ 1,160.00	\$ 1,160.00	\$ 1,489.00	\$ 1,489.00	\$ 1,800.00	\$ 1,800.00
43	42" CGMP	LF	25.00	\$ 161.00	\$ 4,025.00	\$ 115.00	\$ 2,875.00	\$ 140.00	\$ 3,500.00
44	42" CGMP End Sections	EA	1.00	\$ 1,920.00	\$ 1,920.00	\$ 2,479.00	\$ 2,479.00	\$ 3,000.00	\$ 3,000.00
45	48" CGMP	LF	25.00	\$ 203.00	\$ 5,075.00	\$ 144.00	\$ 3,600.00	\$ 175.00	\$ 4,375.00
46	48" CGMP End Sections	EA	1.00	\$ 3,075.00	\$ 3,075.00	\$ 3,103.00	\$ 3,103.00	\$ 3,800.00	\$ 3,800.00
47	54" CGMP	LF	25.00	\$ 250.00	\$ 6,250.00	\$ 181.00	\$ 4,525.00	\$ 220.00	\$ 5,500.00
48	54" CGMP End Sections	EA	1.00	\$ 4,840.00	\$ 4,840.00	\$ 3,822.00	\$ 3,822.00	\$ 4,600.00	\$ 4,600.00
49	60" CGMP	LF	25.00	\$ 306.00	\$ 7,650.00	\$ 194.00	\$ 4,850.00	\$ 240.00	\$ 6,000.00
50	60" CGMP End Sections	EA	1.00	\$ 7,527.00	\$ 7,527.00	\$ 5,610.00	\$ 5,610.00	\$ 6,800.00	\$ 6,800.00
51	66" CGMP	LF	25.00	\$ 370.00	\$ 9,250.00	\$ 207.00	\$ 5,175.00	\$ 250.00	\$ 6,250.00
52	66" CGMP End Sections	EA	1.00	\$ 11,595.00	\$ 11,595.00	\$ 6,234.00	\$ 6,234.00	\$ 7,500.00	\$ 7,500.00
53	72" CGMP	LF	25.00	\$ 445.00	\$ 11,125.00	\$ 220.00	\$ 5,500.00	\$ 265.00	\$ 6,625.00
54	72" CGMP End Sections	EA	1.00	\$ 12,780.00	\$ 12,780.00	\$ 7,089.00	\$ 7,089.00	\$ 8,500.00	\$ 8,500.00
55	78" CGMP	LF	25.00	\$ 530.00	\$ 13,250.00	\$ 244.00	\$ 6,100.00	\$ 300.00	\$ 7,500.00
56	78" CGMP End Sections	EA	1.00	\$ 19,383.00	\$ 19,383.00	\$ 8,397.00	\$ 8,397.00	\$ 10,000.00	\$ 10,000.00
57	21" X 15" CGMPA	LF	25.00	\$ 90.00	\$ 2,250.00	\$ 61.00	\$ 1,525.00	\$ 75.00	\$ 1,875.00
58	21" X 15" CGMPA End Sections	EA	1.00	\$ 563.00	\$ 563.00	\$ 533.00	\$ 533.00	\$ 640.00	\$ 640.00
59	28" X 20" CGMPA	LF	25.00	\$ 116.00	\$ 2,900.00	\$ 70.00	\$ 1,750.00	\$ 85.00	\$ 2,125.00
60	28" X 20" CGMPA End Sections	EA	1.00	\$ 652.00	\$ 652.00	\$ 623.00	\$ 623.00	\$ 750.00	\$ 750.00
61	42" X 29" CGMPA	LF	25.00	\$ 146.00	\$ 3,650.00	\$ 110.00	\$ 2,750.00	\$ 135.00	\$ 3,375.00
62	42" X 29" CGMPA End Sections	EA	1.00	\$ 1,335.00	\$ 1,335.00	\$ 1,179.00	\$ 1,179.00	\$ 1,450.00	\$ 1,450.00
63	57" X 38" CGMPA	LF	25.00	\$ 233.00	\$ 5,825.00	\$ 173.00	\$ 4,325.00	\$ 210.00	\$ 5,250.00
64	57" X 38" CGMPA End Sections	EA	1.00	\$ 3,535.00	\$ 3,535.00	\$ 2,281.00	\$ 2,281.00	\$ 2,800.00	\$ 2,800.00
65	71" X 47" CGMPA	LF	25.00	\$ 352.00	\$ 8,800.00	\$ 229.00	\$ 5,725.00	\$ 275.00	\$ 6,875.00
66	71" X 47" CGMPA End Sections	EA	1.00	\$ 8,657.00	\$ 8,657.00	\$ 3,904.00	\$ 3,904.00	\$ 4,700.00	\$ 4,700.00
67	18" RCP (O-Ring)	LF	25.00	\$ 146.00	\$ 3,650.00	\$ 89.00	\$ 2,225.00	\$ 110.00	\$ 2,750.00
68	18" RCP End Section	EA	1.00	\$ 2,460.00	\$ 2,460.00	\$ 2,040.00	\$ 2,040.00	\$ 2,500.00	\$ 2,500.00
69	24" RCP (O-Ring)	LF	25.00	\$ 180.00	\$ 4,500.00	\$ 110.00	\$ 2,750.00	\$ 135.00	\$ 3,375.00
70	24" RCP End Section	EA	1.00	\$ 2,535.00	\$ 2,535.00	\$ 2,207.00	\$ 2,207.00	\$ 2,650.00	\$ 2,650.00
71	36" RCP (O-Ring)	LF	25.00	\$ 275.00	\$ 6,875.00	\$ 188.00	\$ 4,700.00	\$ 230.00	\$ 5,750.00
72	36" RCP End Section	EA	1.00	\$ 3,965.00	\$ 3,965.00	\$ 4,231.00	\$ 4,231.00	\$ 5,100.00	\$ 5,100.00
73	42" RCP (O-Ring)	LF	25.00	\$ 364.00	\$ 9,100.00	\$ 243.00	\$ 6,075.00	\$ 300.00	\$ 7,500.00
74	42" RCP End Section	EA	1.00	\$ 4,900.00	\$ 4,900.00	\$ 5,415.00	\$ 5,415.00	\$ 6,500.00	\$ 6,500.00

CITY OF BETHANY PAVING AND DRAINAGE REPAIR BID ITEMS				ENGINEER ESTIMATE		Brewer Construction OK, LLC		Rudy Construction Co.	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
75	48" RCP (O-Ring)	LF	25.00	\$ 426.00	\$ 10,650.00	\$ 311.00	\$ 7,775.00	\$ 380.00	\$ 9,500.00
76	48" RCP End Section	EA	1.00	\$ 6,861.00	\$ 6,861.00	\$ 8,646.00	\$ 8,646.00	\$ 10,400.00	\$ 10,400.00
77	54" RCP (O-Ring)	LF	25.00	\$ 491.00	\$ 12,275.00	\$ 357.00	\$ 8,925.00	\$ 430.00	\$ 10,750.00
78	54" RCP End Section	EA	1.00	\$ 9,030.00	\$ 9,030.00	\$ 11,272.00	\$ 11,272.00	\$ 13,600.00	\$ 13,600.00
79	60" RCP (O-Ring)	LF	25.00	\$ 560.00	\$ 14,000.00	\$ 435.00	\$ 10,875.00	\$ 530.00	\$ 13,250.00
80	60" RCP End Section	EA	1.00	\$ 13,450.00	\$ 13,450.00	\$ 13,849.00	\$ 13,849.00	\$ 16,700.00	\$ 16,700.00
81	66" RCP (O-Ring)	LF	25.00	\$ 631.00	\$ 15,775.00	\$ 515.00	\$ 12,875.00	\$ 620.00	\$ 15,500.00
82	66" RCP End Section	EA	1.00	\$ 18,828.00	\$ 18,828.00	\$ 14,560.00	\$ 14,560.00	\$ 17,500.00	\$ 17,500.00
83	72" RCP (O-Ring)	LF	25.00	\$ 706.00	\$ 17,650.00	\$ 595.00	\$ 14,875.00	\$ 715.00	\$ 17,875.00
84	72" RCP End Section	EA	1.00	\$ 26,360.00	\$ 26,360.00	\$ 18,186.00	\$ 18,186.00	\$ 21,900.00	\$ 21,900.00
85	Television Inspection (Storm Pipe)	LF	100.00	\$ 8.00	\$ 800.00	\$ 16.00	\$ 1,600.00	\$ 17.00	\$ 1,700.00
86	Filter Fabric	SY	100.00	\$ 6.00	\$ 600.00	\$ 7.00	\$ 700.00	\$ 3.00	\$ 300.00
87	Crushed Rock (1 1/2 Inch Coarse)	TON	50.00	\$ 82.00	\$ 4,100.00	\$ 69.00	\$ 3,450.00	\$ 85.00	\$ 4,250.00
88	ODOT Type A Aggregate Base	TON	50.00	\$ 98.00	\$ 4,900.00	\$ 85.00	\$ 4,250.00	\$ 100.00	\$ 5,000.00
89	Crushed Rock Pipe Foundation, ASTM C-33 Gradation 67 (3/4" TO NO. 4)	TON	50.00	\$ 85.00	\$ 4,250.00	\$ 74.00	\$ 3,700.00	\$ 90.00	\$ 4,500.00
90	4' Dia. Manhole	EA	1.00	\$ 3,865.00	\$ 3,865.00	\$ 3,250.00	\$ 3,250.00	\$ 3,900.00	\$ 3,900.00
91	Extra Depth Manhole (4')	LF	10.00	\$ 375.00	\$ 3,750.00	\$ 325.00	\$ 3,250.00	\$ 390.00	\$ 3,900.00
92	5' Dia. Manhole	EA	1.00	\$ 4,780.00	\$ 4,780.00	\$ 4,225.00	\$ 4,225.00	\$ 5,100.00	\$ 5,100.00
93	Extra Depth Manhole (5')	VF	10.00	\$ 470.00	\$ 4,700.00	\$ 455.00	\$ 4,550.00	\$ 550.00	\$ 5,500.00
94	Manhole Ring and Lid	EA	5.00	\$ 860.00	\$ 4,300.00	\$ 520.00	\$ 2,600.00	\$ 650.00	\$ 3,250.00
95	Solid Slab Sod (Area from 0-200SY)	SY	200.00	\$ 11.00	\$ 2,200.00	\$ 13.00	\$ 2,600.00	\$ 10.00	\$ 2,000.00
96	Rehab. Existing Manhole	EA	2.00	\$ 1,925.00	\$ 3,850.00	\$ 3,250.00	\$ 6,500.00	\$ 3,900.00	\$ 7,800.00
97	Cast Iron Curb Inlet (OKC Design 2-0)	EA	2.00	\$ 4,800.00	\$ 9,600.00	\$ 4,550.00	\$ 9,100.00	\$ 5,500.00	\$ 11,000.00
98	Grated Street Inlet (OKC) (26')	EA	1.00	\$ 33,510.00	\$ 33,510.00	\$ 41,600.00	\$ 41,600.00	\$ 50,000.00	\$ 50,000.00
99	Grated Street Inlet Additional Depth (OKC)	VF	5.00	\$ 2,870.00	\$ 14,350.00	\$ 1,950.00	\$ 9,750.00	\$ 2,350.00	\$ 11,750.00
100	Epoxy Coated Reinforcing Steel	LBS	250.00	\$ 5.00	\$ 1,250.00	\$ 5.00	\$ 1,250.00	\$ 6.00	\$ 1,500.00
101	Saw Cutting	LF	250.00	\$ 17.00	\$ 4,250.00	\$ 10.00	\$ 2,500.00	\$ 5.00	\$ 1,250.00
102	Filter Fabric Silt Fence	LF	100.00	\$ 5.90	\$ 590.00	\$ 13.00	\$ 1,300.00	\$ 3.00	\$ 300.00
103	Survey by Oklahoma Licensed Register Land Surveyor (4 hour minimum)	HR	50.00	\$ 235.00	\$ 11,750.00	\$ 200.00	\$ 10,000.00	\$ 200.00	\$ 10,000.00
104	Traffic Control	LSUM	1.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
105	Tack Coat	GAL	100.00	\$ 4.00	\$ 400.00	\$ 7.00	\$ 700.00	\$ 8.00	\$ 800.00
106	Traffic Strip (Paint) (Symbol)	EA	4.00	\$ 300.00	\$ 1,200.00	\$ 780.00	\$ 3,120.00	\$ 600.00	\$ 2,400.00
107	Bonds	LSUM	1.00	\$ 20,020.00	\$ 20,020.00	\$ 16,250.00	\$ 16,250.00	\$ 15,000.00	\$ 15,000.00
	TOTAL BID PRICE				\$ 687,325.00		\$ 637,758.00		\$ 680,263.00

CONTRACT AND BONDS

CONSTRUCTION CONTRACT

This Contract is made and entered into on the 3rd day of October, 2023, by and between the City of Bethany, an Oklahoma Municipal Corporation, hereinafter called "City," and Brewer Construction Oklahoma, LLC, a LLC., hereinafter called "Contractor."

WITNESSETH:

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

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

Concrete Paving, Asphalt Paving and Drainage Repair Services

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

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

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

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

Six hundred thirty-seven thousand seven hundred fifty eight dollars and zero cents (\$637,758.00).

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

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

and activities an independent contractor, and not an employee, agent, or servant of the City of Bethany. The tort liability of the City of Bethany is exclusively governed by the Oklahoma Governmental Tort Claims Act.

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

If to the City:

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

If to Contractor:

Brewer Construction Oklahoma, LLC.
8301 SW 8th Street
OKC, OK 73114

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

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

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

The City of Bethany,
an Oklahoma Municipal Corporation

Mayor's Signature

Date

(SEAL)

ATTEST:

City Clerk

Approved as to form:

City Attorney

Date: _____

Brewer Construction Oklahoma, LLC.
Contractor

a LLC.



Signature

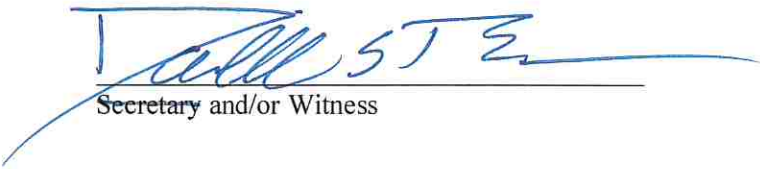
Kevin Brewer

Printed Name

Manager

Title

ATTEST:



Secretary and/or Witness

NON-COLLUSION AFFIDAVIT

State of Oklahoma)
) ss.
County of Oklahoma)

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

[Signature]
Signature
Kevin Brewer Manager
Printed Name/Title

Subscribed and sworn to before me this 20th day of September, 2023

(SEAL)

Susan E Morris
Notary Public

My Commission Expires: 9/13/27
My Commission Number: 19009322



CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Brewer Construction Oklahoma, LLC, as Principal, and Great American Insurance Company, as Surety, are held and firmly bound unto the CITY OF BETHANY of the State of Oklahoma and the State of Oklahoma, hereinafter referred to as the Government, in the full and just sum Of Six hundred thirty seven thousand seven hundred fifty eight dollars and zero cents (\$637,758.00) for the payment of which, well and truly to be made, we and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 21st day of September, A.D., 2023.

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

**CONCRETE PAVING, ASPHALT PAVING AND DRAINAGE REPAIR SERVICES
CITY OF BETHANY, OKLAHOMA**

and has entered into a certain written contract with the CITY OF BETHANY on the 3rd day of October, 2023, for the erection and construction of said work and improvement all in compliance with the plans and specifications therefor, made a part of said contract and on file in the office of the City Clerk, and said contract is hereby made a part and parcel of this bond as if literally written herein.

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

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

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

Brewer Construction Oklahoma, LLC.

ATTEST:

[Signature]
Secretary *Witness*

By [Signature]
Principal

Great American Insurance Company

ATTEST:

[Signature]
Secretary

By [Signature]
Surety

Approved as to form this 21st day of September, A.D., 20 23.

City Attorney

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Brewer Construction Oklahoma, LLC., as Principal, and Great American Insurance Company, as Surety, are held and firmly bound unto the CITY OF BETHANY of the State of Oklahoma, in the full and just sum of six hundred thirty seven thousand seven hundred fifty eight dollars and zero cents (\$637,758.00), such sum being equal to the contract amount for a period of one (1) year and thereafter for a period of one (1) year for the sum of ninety five thousand six hundred sixty three dollars and seventy cents (\$95,663.70), such sum being not less than 15% of the contract price, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 21st day of September, A.D., 2023.

The conditions of this obligation are such, that whereas, said Principal, has a certain contract between Brewer Construction Oklahoma, LLC. and the CITY OF BETHANY dated this 3rd day of October 2023, agreed to construct in the City of Bethany:

**CONCRETE PAVING, ASPHALT PAVING AND DRAINAGE REPAIR SERVICES
CITY OF BETHANY, OKLAHOMA**

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

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

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

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

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

Brewer Construction Oklahoma, LLC.

ATTEST:


Secretary

By 
Principal

Great American Insurance Company

ATTEST:


Secretary

By 
Surety

Approved as to form this 21st day of September, A.D., 2023.

City Attorney

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Brewer Construction Oklahoma, LLC., as Principal, and Great American Insurance Company, as Surety, are held and firmly bound unto the STATE OF OKLAHOMA in the sum of six hundred thirty seven thousand seven hundred fifty eight dollars and zero cents (\$637,758.00), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 21st day of September, A.D., 2023.

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

**CONCRETE PAVING, ASPHALT PAVING AND DRAINAGE REPAIR SERVICES
CITY OF BETHANY, OKLAHOMA**

and has entered into a certain written contract with the CITY OF BETHANY on the 3rd day of October, 2023, for the erection and construction of said work and improvement, in exact accordance with the bid of said Principal, and according to certain plans and specifications heretofore made, adopted and placed on file in the office of the City Clerk of the CITY OF BETHANY.

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

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

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

Brewer Construction Oklahoma, LLC.

ATTEST:



Secretary

By 

Principal

Great American Insurance Company

ATTEST:



Secretary

By 

Surety

Approved as to form this 21st day of September, A.D., 20 23.

City Attorney

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than Ten

No. 0 22209

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
Ryan Adams	Rebecca Hill	All
Kim Brate	Diane Kern	\$100,000,000
Donna Baker	Becky Hill	
Jasmine Stephens	Mark Priess	
Tonya Gissendaner	Michelle Rakes	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 16th day of June 2023

Attest

GREAT AMERICAN INSURANCE COMPANY



Stephen C. Beraha

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 16th day of June, 2023, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 21st day of September 2023



Stephen C. Beraha

Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Mid-America 6100 S. Yale Avenue Suite 1900 Tulsa, OK 74136	CONTACT NAME: Jasmine Stephens PHONE (A/C, No, Ext): (405) 863-9821 FAX (A/C, No): E-MAIL ADDRESS: jasmine.stephens@hubinternational.com
	INSURER(S) AFFORDING COVERAGE
INSURED Brewer Construction Oklahoma LLC PO Box 82457 Oklahoma City, OK 73148-0457	INSURER A : Valley Forge Insurance Company NAIC # 20508
	INSURER B : Continental Casualty Company 20443
	INSURER C : The Continental Insurance Company 35289
	INSURER D : Columbia Casualty Company 31127
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6079811593	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BUA6079811609	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUE6079811626	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 6,000,000
							AGGREGATE \$ 6,000,000
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC679811612	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equip			6079811593	1/1/2023	1/1/2024	Per Item/Max(2,500D) 600,000
D	Pollution Liability			C6080141580	1/1/2023	1/1/2024	Per Incident 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROJECT: Concrete Paving, Asphalt Paving and Drainage Repair Services

CERTIFICATE HOLDER **CANCELLATION**

City of Bethany 6700 NW 36th Street Bethany, OK 73008	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Agenda: 10/03/2023
Item: 7
BPWA Item: 3

BETHANY CITY COUNCIL
BETHANY PUBLIC WORKS AUTHORITY

From: Elizabeth Gray, City Manager
Date: October 3, 2023
Subject: Approval of Contract with Krapff-Reynolds Construction Co. for Bids for Water and Wastewater Repair Services

BACKGROUND

On August 15, 2023, the City Council authorized staff to advertise for bids to establish unit prices for work related to water and wastewater projects. This project is to be used on an as-needed basis for circumstances beyond normal staff operations. Recently there have been instances where repairs from outside contractors were required to address emergency situations for waterlines at 23rd and Council and 58th and Mueller, as well as wastewater infrastructure near 55th and Mueller. In each instance emergency repairs were required, which meant the cost was not readily identified for the needed work, and at the 23rd and Council location quotes had to be obtained for the permanent repairs. This contract will allow for unit costs to be established, so when an issue arises based on the infrastructure identified as needing repairs, the cost can be determined before the actual repair takes place eliminating the need for delays or new quotes. There are also time requirements for the contractor to arrive on site and start repairs.

Bids were opened on September 12, 2023. City engineers, TEIM Design, recommend award to Krapff-Reynolds Construction Co. for the amount of \$1,086,985.00.

RECOMMENDATION

1. Approval of on call services contract for Water and Wastewater Repair Services to Krapff-Reynolds Construction Co. for the bid amount of \$1,086,985.00.

ADDITIONAL COMMENTS





TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

September 22, 2023

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

Re: Water and Wastewater Repair Services

Dear Ms. Gray,

Attached for your review and disposition please find the BID Tabulation for the above-mentioned project. The bids were received, September 12, 2023, and all bid bonds and affidavits were found to be in order. The bids were tabulated correctly. The two bids are as follows:

<u>Company</u>	<u>Total Base Bid</u>
Krapff-Reynolds Construction Co.	\$1,086,985.00
Matthews Trenching	\$1,505,065.00

Therefore, we recommend award of the contract to Krapff-Reynolds Construction Company for the base bid amount of \$1,086,985.00. We have attached the executed contract and bonds from Krapff-Reynolds Construction Company.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'RW' or 'RWS', written in a cursive style.

Robbie Williams, PE

Attachment: Bid Tabulation
Contract and Bonds

City of Bethany Water and Wastewater Repair Services - DETAILED BID FORM					Engineers Estimate		Krapff -Reynolds		Matthews Trenching	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	
1	Trench Excavation and Backfill (0 - 10')	LF	100.00	\$ 43.00	\$ 4,300.00	\$ 290.00	\$ 29,000.00	\$ 20.00	\$ 2,000.00	
2	Trench Excavation and Backfill (10' - 15')	LF	100.00	\$ 65.00	\$ 6,500.00	\$ 425.00	\$ 42,500.00	\$ 25.00	\$ 2,500.00	
3	Unclassified Excavation	CY	50.00	\$ 34.00	\$ 1,700.00	\$ 35.00	\$ 1,750.00	\$ 25.00	\$ 1,250.00	
4	1" Single Short Service Connection w/ 2" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00	\$ 2,800.00	\$ 2,800.00	\$ 5,025.00	\$ 5,025.00	\$ 5,500.00	\$ 5,500.00	
5	1" Single Long Service (Street Bore) Connection w/ 2" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00	\$ 3,500.00	\$ 3,500.00	\$ 7,650.00	\$ 7,650.00	\$ 10,000.00	\$ 10,000.00	
6	1" Single Short Service Connection w/ 4" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00	\$ 4,900.00	\$ 4,900.00	\$ 5,025.00	\$ 5,025.00	\$ 5,500.00	\$ 5,500.00	
7	1" Single Long Service (Street Bore) Connection w/ 4" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00	\$ 5,600.00	\$ 5,600.00	\$ 7,650.00	\$ 7,650.00	\$ 10,000.00	\$ 10,000.00	
8	6" D.I.P. Waterline (P.C. 350) w/ 8 mil poly wrap	LF	50.00	\$ 105.00	\$ 5,250.00	\$ 72.00	\$ 3,600.00	\$ 225.00	\$ 11,250.00	
9	6" P.V.C. Waterline (AWWA C900, DR 14)	LF	50.00	\$ 119.00	\$ 5,950.00	\$ 55.00	\$ 2,750.00	\$ 215.00	\$ 10,750.00	
10	1" Single Short Service Connection w/ 6" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00	\$ 5,880.00	\$ 5,880.00	\$ 5,050.00	\$ 5,050.00	\$ 5,750.00	\$ 5,750.00	
11	1" Single Long Service (Street Bore) Connection w/ 6" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00	\$ 6,580.00	\$ 6,580.00	\$ 7,675.00	\$ 7,675.00	\$ 10,000.00	\$ 10,000.00	
12	8" D.I.P. Waterline (P.C. 350) w/ 8 mil poly wrap	LF	50.00	\$ 133.00	\$ 6,650.00	\$ 86.00	\$ 4,300.00	\$ 250.00	\$ 12,500.00	
13	8" P.V.C. Waterline (AWWA C900, DR 14)	LF	50.00	\$ 147.00	\$ 7,350.00	\$ 75.00	\$ 3,750.00	\$ 235.00	\$ 11,750.00	
14	1" Single Short Service Connection w/ 8" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00	\$ 6,300.00	\$ 6,300.00	\$ 5,075.00	\$ 5,075.00	\$ 5,750.00	\$ 5,750.00	
15	1" Single Long Service (Street Bore) Connection w/ 8" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00	\$ 7,000.00	\$ 7,000.00	\$ 7,700.00	\$ 7,700.00	\$ 10,000.00	\$ 10,000.00	
16	10" P.V.C. Waterline (AWWA C905, Pressure Class 150 P.S.I.)	LF	50.00	\$ 161.00	\$ 8,050.00	\$ 100.00	\$ 5,000.00	\$ 250.00	\$ 12,500.00	
17	1" Single Service Connection w/ 10" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00	\$ 7,700.00	\$ 7,700.00	\$ 5,125.00	\$ 5,125.00	\$ 6,000.00	\$ 6,000.00	
18	1" Single Long Service (Street Bore) Connection w/ 10" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00	\$ 8,400.00	\$ 8,400.00	\$ 7,750.00	\$ 7,750.00	\$ 11,000.00	\$ 11,000.00	
19	12" D.I.P. Waterline (P.C. 350) w/ 8 mil poly wrap	LF	50.00	\$ 175.00	\$ 8,750.00	\$ 125.00	\$ 6,250.00	\$ 275.00	\$ 13,750.00	
20	12" P.V.C. Waterline (AWWA C900, DR 14)	LF	50.00	\$ 189.00	\$ 9,450.00	\$ 130.00	\$ 6,500.00	\$ 300.00	\$ 15,000.00	
21	1" Single Short Service Connection w/ 12" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00	\$ 9,100.00	\$ 9,100.00	\$ 5,200.00	\$ 5,200.00	\$ 6,250.00	\$ 6,250.00	
22	1" Single Long Service (Street Bore) Connection w/ 12" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00	\$ 9,800.00	\$ 9,800.00	\$ 7,800.00	\$ 7,800.00	\$ 11,000.00	\$ 11,000.00	
23	16" P.V.C. Waterline (AWWA C905, Pressure Class 200 P.S.I.)	LF	50.00	\$ 245.00	\$ 12,250.00	\$ 155.00	\$ 7,750.00	\$ 400.00	\$ 20,000.00	
24	Filter Fabric	SY	100.00	\$ 7.00	\$ 700.00	\$ 20.00	\$ 2,000.00	\$ 10.00	\$ 1,000.00	
25	Fittings	LBS	500.00	\$ 22.00	\$ 11,000.00	\$ 35.00	\$ 17,500.00	\$ 10.00	\$ 5,000.00	
26	Mega-Lug, Series 1106	EA	2.00	\$ 280.00	\$ 560.00	\$ 145.00	\$ 290.00	\$ 210.00	\$ 420.00	
27	Mega-Lug, Series 1108	EA	2.00	\$ 390.00	\$ 780.00	\$ 190.00	\$ 380.00	\$ 220.00	\$ 440.00	
28	Mega-Lug, Series 1110	EA	2.00	\$ 505.00	\$ 1,010.00	\$ 260.00	\$ 520.00	\$ 310.00	\$ 620.00	
29	Mega-Lug, Series 1112	EA	2.00	\$ 665.00	\$ 1,330.00	\$ 320.00	\$ 640.00	\$ 375.00	\$ 750.00	
30	Mega-Lug, Series 1116	EA	2.00	\$ 910.00	\$ 1,820.00	\$ 540.00	\$ 1,080.00	\$ 650.00	\$ 1,300.00	
31	Mega-Lug, Series 1118	EA	2.00	\$ 1,120.00	\$ 2,240.00	\$ 725.00	\$ 1,450.00	\$ 850.00	\$ 1,700.00	
32	Mega-Lug, Series 1120	EA	2.00	\$ 1,330.00	\$ 2,660.00	\$ 860.00	\$ 1,720.00	\$ 1,050.00	\$ 2,100.00	
33	Mega-Lug, Series 1124	EA	2.00	\$ 1,540.00	\$ 3,080.00	\$ 850.00	\$ 1,700.00	\$ 865.00	\$ 1,730.00	

City of Bethany Water and Wastewater Repair Services - DETAILED BID FORM					Engineers Estimate		Krapff -Reynolds		Matthews Trenching	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	
34	Mega-Lug, Series 2006PV	EA	2.00	\$ 350.00	\$ 700.00	\$ 160.00	\$ 320.00	\$ 180.00	\$ 360.00	
35	Mega-Lug, Series 2008PV	EA	2.00	\$ 460.00	\$ 920.00	\$ 225.00	\$ 450.00	\$ 240.00	\$ 480.00	
36	Mega-Lug, Series 2010PV	EA	2.00	\$ 575.00	\$ 1,150.00	\$ 325.00	\$ 650.00	\$ 390.00	\$ 780.00	
37	Mega-Lug, Series 2012PV	EA	2.00	\$ 875.00	\$ 1,750.00	\$ 500.00	\$ 1,000.00	\$ 420.00	\$ 840.00	
38	Mega-Lug, Series 2016PV	EA	2.00	\$ 1,050.00	\$ 2,100.00	\$ 650.00	\$ 1,300.00	\$ 810.00	\$ 1,620.00	
39	Meter Relocation	EA	5.00	\$ 1,535.00	\$ 7,675.00	\$ 1,500.00	\$ 7,500.00	\$ 7,500.00	\$ 37,500.00	
40	4" Gate Valve & Box	EA.	1.00	\$ 2,800.00	\$ 2,800.00	\$ 1,550.00	\$ 1,550.00	\$ 2,100.00	\$ 2,100.00	
41	6" Gate Valve & Box	EA	1.00	\$ 3,500.00	\$ 3,500.00	\$ 1,925.00	\$ 1,925.00	\$ 2,600.00	\$ 2,600.00	
42	8" Gate Valve & Box	EA	1.00	\$ 4,740.00	\$ 4,740.00	\$ 2,950.00	\$ 2,950.00	\$ 3,850.00	\$ 3,850.00	
43	10" Gate Valve & Box	EA	1.00	\$ 8,320.00	\$ 8,320.00	\$ 4,475.00	\$ 4,475.00	\$ 6,000.00	\$ 6,000.00	
44	12" Gate Valve & Box	EA	1.00	\$ 6,860.00	\$ 6,860.00	\$ 5,675.00	\$ 5,675.00	\$ 7,500.00	\$ 7,500.00	
45	16" Gate Valve & Box	EA	1.00	\$ 16,585.00	\$ 16,585.00	\$ 15,200.00	\$ 15,200.00	\$ 20,000.00	\$ 20,000.00	
46	Waterline Disinfection and Testing	LF	500.00	\$ 5.00	\$ 2,500.00	\$ 7.00	\$ 3,500.00	\$ 12.00	\$ 6,000.00	
47	Fire Hydrant (Complete) (Includes Removal of Existing Hydrant)	EA	2.00	\$ 9,100.00	\$ 18,200.00	\$ 11,175.00	\$ 22,350.00	\$ 15,500.00	\$ 31,000.00	
48	6" Tapping Valve and Sleeve and Tap	EA	1.00	\$ 6,300.00	\$ 6,300.00	\$ 5,600.00	\$ 5,600.00	\$ 10,000.00	\$ 10,000.00	
49	8" Tapping Valve and Sleeve and Tap	EA	1.00	\$ 7,700.00	\$ 7,700.00	\$ 7,650.00	\$ 7,650.00	\$ 11,000.00	\$ 11,000.00	
50	12" Tapping Valve and Sleeve and Tap	EA	1.00	\$ 11,200.00	\$ 11,200.00	\$ 13,425.00	\$ 13,425.00	\$ 16,500.00	\$ 16,500.00	
51	16" Tapping Valve and Sleeve and Tap	EA	1.00	\$ 28,000.00	\$ 28,000.00	\$ 29,725.00	\$ 29,725.00	\$ 26,000.00	\$ 26,000.00	
52	Waterline Insertion Stopp (4")	EA	1.00	\$ 9,100.00	\$ 9,100.00	\$ 8,150.00	\$ 8,150.00	\$ 25,000.00	\$ 25,000.00	
53	Waterline Insertion Stopp (6")	EA	1.00	\$ 11,550.00	\$ 11,550.00	\$ 11,800.00	\$ 11,800.00	\$ 27,500.00	\$ 27,500.00	
54	Waterline Insertion Stopp (8")	EA	1.00	\$ 13,300.00	\$ 13,300.00	\$ 16,300.00	\$ 16,300.00	\$ 28,500.00	\$ 28,500.00	
55	Waterline Insertion Stopp (10")	EA	1.00	\$ 15,400.00	\$ 15,400.00	\$ 20,280.00	\$ 20,280.00	\$ 30,500.00	\$ 30,500.00	
56	Waterline Insertion Stopp (12")	EA	1.00	\$ 18,900.00	\$ 18,900.00	\$ 25,850.00	\$ 25,850.00	\$ 32,750.00	\$ 32,750.00	
57	Insta Valve (Stainless Steel) (6")	EA	1.00	\$ 15,400.00	\$ 15,400.00	\$ 15,100.00	\$ 15,100.00	\$ 29,000.00	\$ 29,000.00	
58	Insta Valve (Stainless Steel) (8")	EA	1.00	\$ 19,600.00	\$ 19,600.00	\$ 19,775.00	\$ 19,775.00	\$ 32,000.00	\$ 32,000.00	
59	Insta Valve (Stainless Steel) (10")	EA	1.00	\$ 28,000.00	\$ 28,000.00	\$ 25,325.00	\$ 25,325.00	\$ 35,000.00	\$ 35,000.00	
60	Insta Valve (Stainless Steel) (12")	EA	1.00	\$ 33,600.00	\$ 33,600.00	\$ 30,350.00	\$ 30,350.00	\$ 39,500.00	\$ 39,500.00	
61	2" Blow-Off Valve	EA	1.00	\$ 3,500.00	\$ 3,500.00	\$ 5,275.00	\$ 5,275.00	\$ 7,500.00	\$ 7,500.00	
62	2" Air Vacuum / Air Release Valve	EA	1.00	\$ 5,600.00	\$ 5,600.00	\$ 11,780.00	\$ 11,780.00	\$ 10,500.00	\$ 10,500.00	
63	4' Dia. Manhole	EA	1.00	\$ 3,865.00	\$ 3,865.00	\$ 7,000.00	\$ 7,000.00	\$ 7,500.00	\$ 7,500.00	
64	Extra Depth Manhole (4')	VF	10.00	\$ 375.00	\$ 3,750.00	\$ 300.00	\$ 3,000.00	\$ 500.00	\$ 5,000.00	
65	5' Dia. Manhole	EA	1.00	\$ 4,780.00	\$ 4,780.00	\$ 8,000.00	\$ 8,000.00	\$ 10,000.00	\$ 10,000.00	
66	Extra Depth Manhole (5')	VF	10.00	\$ 470.00	\$ 4,700.00	\$ 400.00	\$ 4,000.00	\$ 500.00	\$ 5,000.00	

City of Bethany Water and Wastewater Repair Services - DETAILED BID FORM					Engineers Estimate		Krapff -Reynolds		Matthews Trenching	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	
67	6' Dia. Manhole	EA	1.00	\$ 6,665.00	\$ 6,665.00	\$ 9,000.00	\$ 9,000.00	\$ 15,000.00	\$ 15,000.00	
68	Extra Depth Manhole (6')	VF	10.00	\$ 665.00	\$ 6,650.00	\$ 500.00	\$ 5,000.00	\$ 750.00	\$ 7,500.00	
69	Manhole Ring and Lid	EA	5.00	\$ 860.00	\$ 4,300.00	\$ 1,250.00	\$ 6,250.00	\$ 600.00	\$ 3,000.00	
70	6" Sanitary Sewer Line	LF	50.00	\$ 34.00	\$ 1,700.00	\$ 55.00	\$ 2,750.00	\$ 300.00	\$ 15,000.00	
71	6" P.V.C. Sanitary Sewer Line (Dr-18, Pressure Class 150 P.S.I.)	LF	50.00	\$ 42.00	\$ 2,100.00	\$ 60.00	\$ 3,000.00	\$ 325.00	\$ 16,250.00	
72	8" Sanitary Sewer Line	LF	50.00	\$ 45.00	\$ 2,250.00	\$ 65.00	\$ 3,250.00	\$ 310.00	\$ 15,500.00	
73	8" P.V.C. Sanitary Sewer Line (Dr-18, Pressure Class 150 P.S.I.)	LF	50.00	\$ 50.00	\$ 2,500.00	\$ 70.00	\$ 3,500.00	\$ 350.00	\$ 17,500.00	
74	10" Sanitary Sewer Line	LF	50.00	\$ 55.00	\$ 2,750.00	\$ 75.00	\$ 3,750.00	\$ 425.00	\$ 21,250.00	
75	12" Sanitary Sewer Line	LF	50.00	\$ 64.00	\$ 3,200.00	\$ 80.00	\$ 4,000.00	\$ 450.00	\$ 22,500.00	
76	18" Sanitary Sewer Line	LF	50.00	\$ 110.00	\$ 5,500.00	\$ 100.00	\$ 5,000.00	\$ 475.00	\$ 23,750.00	
77	6" X 4" Wye	EA	5.00	\$ 190.00	\$ 950.00	\$ 150.00	\$ 750.00	\$ 200.00	\$ 1,000.00	
78	8" X 4" Wye	EA	5.00	\$ 235.00	\$ 1,175.00	\$ 155.00	\$ 775.00	\$ 420.00	\$ 2,100.00	
79	10" X 4" Wye	EA	5.00	\$ 520.00	\$ 2,600.00	\$ 160.00	\$ 800.00	\$ 495.00	\$ 2,475.00	
80	12" X 4" Wye	EA	5.00	\$ 675.00	\$ 3,375.00	\$ 165.00	\$ 825.00	\$ 1,100.00	\$ 5,500.00	
81	4" Riser Pipe	LF	120.00	\$ 24.00	\$ 2,880.00	\$ 25.00	\$ 3,000.00	\$ 20.00	\$ 2,400.00	
82	Sanitary Sewer Line Testing	LF	400.00	\$ 3.00	\$ 1,200.00	\$ 7.00	\$ 2,800.00	\$ 12.50	\$ 5,000.00	
83	Television Inspection (Sanitary Sewer)	LF	100.00	\$ 10.00	\$ 1,000.00	\$ 12.00	\$ 1,200.00	\$ 20.00	\$ 2,000.00	
84	Rehab. Existing Manhole	EA	1.00	\$ 1,925.00	\$ 1,925.00	\$ 3,500.00	\$ 3,500.00	\$ 6,500.00	\$ 6,500.00	
85	12" Steel Casing by Boring	LF	40.00	\$ 350.00	\$ 14,000.00	\$ 500.00	\$ 20,000.00	\$ 400.00	\$ 16,000.00	
86	16" Steel Casing by Boring	LF	40.00	\$ 460.00	\$ 18,400.00	\$ 675.00	\$ 27,000.00	\$ 425.00	\$ 17,000.00	
87	18" Steel Casing by Boring	LF	40.00	\$ 640.00	\$ 25,600.00	\$ 750.00	\$ 30,000.00	\$ 500.00	\$ 20,000.00	
88	20" Steel Casing by Boring	LF	40.00	\$ 650.00	\$ 26,000.00	\$ 850.00	\$ 34,000.00	\$ 500.00	\$ 20,000.00	
89	30" Steel Casing by Boring	LF	40.00	\$ 845.00	\$ 33,800.00	\$ 1,250.00	\$ 50,000.00	\$ 650.00	\$ 26,000.00	
90	2" PVC SCH 80 Pipe	LF	50.00	\$ 12.00	\$ 600.00	\$ 10.00	\$ 500.00	\$ 200.00	\$ 10,000.00	
91	3" PVC SCH 80 Pipe	LF	50.00	\$ 20.00	\$ 1,000.00	\$ 15.00	\$ 750.00	\$ 210.00	\$ 10,500.00	
92	4" PVC SCH 80 Pipe	LF	50.00	\$ 27.00	\$ 1,350.00	\$ 20.00	\$ 1,000.00	\$ 260.00	\$ 13,000.00	
93	Pipe Bursting (6") OKC Spec. Sec. 615)	LF	100.00	\$ 225.00	\$ 22,500.00	\$ 185.00	\$ 18,500.00	\$ 325.00	\$ 32,500.00	
94	Pipe Bursting (8") OKC Spec. Sec. 615)	LF	100.00	\$ 245.00	\$ 24,500.00	\$ 195.00	\$ 19,500.00	\$ 350.00	\$ 35,000.00	
95	Pipe Bursting (10") OKC Spec. Sec. 615)	LF	100.00	\$ 260.00	\$ 26,000.00	\$ 205.00	\$ 20,500.00	\$ 450.00	\$ 45,000.00	
96	Pipe Bursting (12") OKC Spec. Sec. 615)	LF	100.00	\$ 308.00	\$ 30,800.00	\$ 250.00	\$ 25,000.00	\$ 475.00	\$ 47,500.00	
97	Re-Connect Sanitary Sewer Service for Pipe Bursting	EA	5.00	\$ 980.00	\$ 4,900.00	\$ 750.00	\$ 3,750.00	\$ 1,500.00	\$ 7,500.00	
98	Sanitary Sewer By-Pass Pumping (0 to 750 GPM) (Per Day)	EA	2.00	\$ 2,800.00	\$ 5,600.00	\$ 4,000.00	\$ 8,000.00	\$ 5,000.00	\$ 10,000.00	
99	Sanitary Sewer By-Pass Pumping (751 to 12,500 GPM) (Per Day)	EA	3.00	\$ 4,200.00	\$ 12,600.00	\$ 6,000.00	\$ 18,000.00	\$ 12,500.00	\$ 37,500.00	

City of Bethany Water and Wastewater Repair Services - DETAILED BID FORM				Engineers Estimate		Krapff -Reynolds		Matthews Trenching	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
100	Remove and Replace Chainlink Fence (4' Height)	LF	100.00	\$ 33.00	\$ 3,300.00	\$ 25.00	\$ 2,500.00	\$ 75.00	\$ 7,500.00
101	Remove and Replace Stockade Fence (6' Height)	LF	100.00	\$ 55.00	\$ 5,500.00	\$ 30.00	\$ 3,000.00	\$ 125.00	\$ 12,500.00
102	Solid Slab Sod (Area from 0-200SY)	SY	200.00	\$ 11.00	\$ 2,200.00	\$ 7.00	\$ 1,400.00	\$ 12.00	\$ 2,400.00
103	Solid Slab Sod (Area from 200SY-2000SY)	SY	1,000.00	\$ 5.00	\$ 5,000.00	\$ 5.50	\$ 5,500.00	\$ 10.00	\$ 10,000.00
104	Saw Cutting	LF	250.00	\$ 18.00	\$ 4,500.00	\$ 15.00	\$ 3,750.00	\$ 10.00	\$ 2,500.00
105	ODOT Type A Aggregate Base	TON	50.00	\$ 104.00	\$ 5,200.00	\$ 70.00	\$ 3,500.00	\$ 60.00	\$ 3,000.00
106	1" Crusher Run Rock	Ton	50.00	\$ 79.00	\$ 3,950.00	\$ 70.00	\$ 3,500.00	\$ 60.00	\$ 3,000.00
107	Crushed Rock Pipe Foundation, ASTM C-33 Gradation 67 (3/4" TO NO. 4)	TON	50.00	\$ 86.00	\$ 4,300.00	\$ 70.00	\$ 3,500.00	\$ 60.00	\$ 3,000.00
108	Filter Fabric Silt Fence	LF	100.00	\$ 6.00	\$ 600.00	\$ 4.00	\$ 400.00	\$ 10.00	\$ 1,000.00
109	4" Paving Markings (Paint)	LF	250.00	\$ 2.00	\$ 500.00	\$ 4.00	\$ 1,000.00	\$ 30.00	\$ 7,500.00
110	24" Wide Traffic Stripe (Paint)	LF	100.00	\$ 14.00	\$ 1,400.00	\$ 32.00	\$ 3,200.00	\$ 75.00	\$ 7,500.00
111	Thermoplastic Traffic Arrows (ODOT)	EA	5.00	\$ 273.00	\$ 1,365.00	\$ 500.00	\$ 2,500.00	\$ 750.00	\$ 3,750.00
112	Thermoplastic Traffic Words (ODOT)	EA	5.00	\$ 535.00	\$ 2,675.00	\$ 500.00	\$ 2,500.00	\$ 750.00	\$ 3,750.00
113	Asphalt Pavement Removal	SY	50.00	\$ 15.00	\$ 750.00	\$ 15.00	\$ 750.00	\$ 20.00	\$ 1,000.00
114	Concrete Pavement Removal	SY	50.00	\$ 15.00	\$ 750.00	\$ 15.00	\$ 750.00	\$ 20.00	\$ 1,000.00
115	6" High Early Strength P.C. Concrete Paving	SY	50.00	\$ 188.00	\$ 9,400.00	\$ 300.00	\$ 15,000.00	\$ 450.00	\$ 22,500.00
116	1" Additional High Early Strength P.C. Concrete Paving	SY	50.00	\$ 33.00	\$ 1,650.00	\$ 50.00	\$ 2,500.00	\$ 45.00	\$ 2,250.00
117	Asphalt Concrete Type A (PG 64-22OK)	TON	50.00	\$ 257.00	\$ 12,850.00	\$ 300.00	\$ 15,000.00	\$ 400.00	\$ 20,000.00
118	Asphalt Concrete Type B (PG 64-22OK)	TON	50.00	\$ 282.00	\$ 14,100.00	\$ 300.00	\$ 15,000.00	\$ 425.00	\$ 21,250.00
119	Survey by Oklahoma Licensed Register Land Surveyor (4 hour minimum)	HR	50.00	\$ 262.00	\$ 13,100.00	\$ 350.00	\$ 17,500.00	\$ 500.00	\$ 25,000.00
120	Traffic Contol	LSUM	1.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
121	Trench Excavation and Backfill (0' - 5')	LF	100.00	\$ 35.00	\$ 3,500.00	\$ 156.00	\$ 15,600.00	\$ 20.00	\$ 2,000.00
122	Stainless Steel Pipe Repair Clamp (4") (Ford FS Style or Approved Equal)	EA	1.00	\$ 665.00	\$ 665.00	\$ 2,775.00	\$ 2,775.00	\$ 4,000.00	\$ 4,000.00
123	Stainless Steel Pipe Repair Clamp (6") (Ford FS Style or Approved Equal)	EA	1.00	\$ 735.00	\$ 735.00	\$ 3,325.00	\$ 3,325.00	\$ 4,000.00	\$ 4,000.00
124	Stainless Steel Pipe Repair Clamp (8") (Ford FS Style or Approved Equal)	EA	1.00	\$ 805.00	\$ 805.00	\$ 4,275.00	\$ 4,275.00	\$ 4,250.00	\$ 4,250.00
125	Stainless Steel Pipe Repair Clamp (10") (Ford FS Style or Approved Equal)	EA	1.00	\$ 875.00	\$ 875.00	\$ 4,725.00	\$ 4,725.00	\$ 4,500.00	\$ 4,500.00
126	Stainless Steel Pipe Repair Clamp (12") (Ford FS Style or Approved Equal)	EA	1.00	\$ 945.00	\$ 945.00	\$ 6,500.00	\$ 6,500.00	\$ 4,750.00	\$ 4,750.00
127	Bonds	LSUM	1.00	\$ 28,000.00	\$ 28,000.00	\$ 32,000.00	\$ 32,000.00	\$ 30,000.00	\$ 30,000.00
					Total Bid Price	\$ 954,970.00	\$ 1,086,985.00		\$ 1,505,065.00

CONTRACT AND BONDS

CONSTRUCTION CONTRACT

This Contract is made and entered into on the 3rd day of October, 2023, by and between the City of Bethany, an Oklahoma Municipal Corporation, hereinafter called "City," and Krapff-Reynolds Construction Company a(n) company, hereinafter called "Contractor."

WITNESSETH:

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

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

Water and Wastewater Repair Services

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

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

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

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

One million eighty-six thousand nine hundred eight five dollars and zero cents (\$1,086,985.00).

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

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

and activities an independent contractor, and not an employee, agent, or servant of the City of Bethany. The tort liability of the City of Bethany is exclusively governed by the Oklahoma Governmental Tort Claims Act.

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

If to the City:

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

If to Contractor:

Krapff-Reynolds Construction Co.
2400 NE 4th Street
OKC, OK 73117

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

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

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

The City of Bethany,
an Oklahoma Municipal Corporation

Mayor's Signature

Date

(SEAL)

ATTEST:

City Clerk

Approved as to form:

City Attorney

Date: _____

Krapff-Reynolds Construction Co.,
Contractor

a(n) company



James L. King
Signature

James L. King
Printed Name

President
Title

ATTEST:

James L. King
Secretary and/or Witness

CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Krapff-Reynolds Construction Co., as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto the CITY OF BETHANY of the State of Oklahoma and the State of Oklahoma, hereinafter referred to as the Government, in the full and just sum Of One million eighty six thousand nine hundred eighty five dollars and zero cents (\$1,086,985.00) for the payment of which, well and truly to be made, we and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 3rd day of October, A.D., 2023.

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

**WATER AND WASTEWATER REPAIR SERVICES
CITY OF BETHANY, OKLAHOMA**

and has entered into a certain written contract with the CITY OF BETHANY on the 3rd day of October, 2023, for the erection and construction of said work and improvement all in compliance with the plans and specifications therefor, made a part of said contract and on file in the office of the City Clerk, and said contract is hereby made a part and parcel of this bond as if literally written herein.

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

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

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

Krapff-Reynolds Construction Co.



ATTEST:

Shirley Sample
Secretary

By *Jim L. King*
Principal

Travelers Casualty and Surety Company of America

ATTEST:

Becky Killman
~~Secretary~~ Witness, Becky Killman

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

Approved as to form this ____ day of _____, A.D., 20____.

City Attorney

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Krapff-Reynolds Construction Co., as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto the STATE OF OKLAHOMA in the sum of one million eight six thousand nine hundred eight five dollars and zero cents (\$1,086,985.00), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 3rd day of October, A.D., 20 23

The conditions of this obligation are such, that whereas, the above Bonded Principal Krapff-Reynolds Construction Co. is the lowest and best bidder for the making of the following municipal work and improvements, viz:

**WATER AND WASTEWATER REPAIR SERVICES
CITY OF BETHANY, OKLAHOMA**

and has entered into a certain written contract with the CITY OF BETHANY on the 3rd day of October, 2023, for the erection and construction of said work and improvement, in exact accordance with the bid of said Principal, and according to certain plans and specifications heretofore made, adopted and placed on file in the office of the City Clerk of the CITY OF BETHANY.

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

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

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

ATTEST:

[Signature]
Secretary

Krapff-Reynolds Construction Co.

By *[Signature]*
Principal



ATTEST:

[Signature]
~~Secretary~~ Witness, Becky Killman

Travelers Casualty and Surety Company of America

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

Approved as to form this ____ day of _____, A.D., 20 ____.

City Attorney

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Krapff-Reynolds Construction Co., as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto the CITY OF BETHANY of the State of Oklahoma, in the full and just sum of one million eight six thousand nine hundred eight five dollars and zero cents (\$1,086,985.00), such sum being equal to the contract amount for a period of one (1) year and thereafter for a period of one (1) year for the sum of one hundred sixty three thousand forty seven dollars and seventy five cents (\$163,047.75), such sum being not less than 15% of the contract price, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 3rd day of October, A.D., 2023.

The conditions of this obligation are such, that whereas, said Principal, has a certain contract between Krapff-Reynolds Construction Co. and the CITY OF BETHANY dated this 3rd day of October, 2023, agreed to construct in the City of Bethany:

**WATER AND WASTEWATER REPAIR SERVICES
CITY OF BETHANY, OKLAHOMA**

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

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

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

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

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

ATTEST:

Krapff-Reynolds Construction Co.

[Signature]
Secretary

By *[Signature]*
Principal



Travelers Casualty and Surety Company of America

ATTEST:

[Signature]
~~Secretary~~ Witness, Becky Killman

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

Approved as to form this ____ day of _____, A.D., 20 ____.

City Attorney



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Deborah L. Raper** of **OKLAHOMA CITY, Oklahoma**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

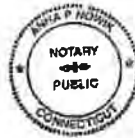
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect

Dated this **3rd** day of **October**, **2023**




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rich & Cartmill, Inc. 9401 Cedar Lake Avenue Oklahoma City, OK 73114		CONTACT NAME: Ruth Bost	
		PHONE (A/C, No, Ext): (405) 418-8629	FAX (A/C, No):
		E-MAIL ADDRESS: rbost@rcins.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Valley Forge Ins Co	20508
INSURED Krapff-Reynolds Construction Co. 2400 NE 4th Street Oklahoma City, OK 73117		INSURER B : Continental Ins Co	35289
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			7036740660	3/1/2023	3/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			7036740870	3/1/2023	3/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7036740593	3/1/2023	3/1/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 Prod Comp Ops \$ 1,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below N / A			7036726175	3/1/2023	3/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Water & Wastewater Repair Services

CERTIFICATE HOLDER

CANCELLATION

City of Bethany 6700 NW 36th Street Bethany, OK 73008	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Travis E. Brown</i>

BETHANY CITY COUNCIL

From: Elizabeth Gray, City Manager
Date: October 3, 2023
Subject: Approval of Revised Project Agreement with the Oklahoma Department of Transportation (ODOT) for the Intersection Modifications and Traffic Signals along S.H. 66 from Asbury Avenue to Donald Avenue

BACKGROUND

On March 21, 2023, the City entered into a project agreement with the Oklahoma Department of Transportation to make improvements, modifications, and repairs to a portion of SH-66 from N. Asbury Avenue to N. Peniel Avenue. This project will remove on street parking on the North side of SH-66, install sidewalk and ADA compliant ramps and crossings and new decorative pedestrian and traffic signals at the intersections of N. Asbury Avenue, N. College Avenue and N. Peniel Avenue. The agreement was for the City to provide 25% or \$507,401.70 of the estimated construction cost of the project which was \$2,029,607.00

Section 5.1 of this revised agreement clarifies that the local match provided by the City will still be \$507,401.70 even though the estimate has increased, and any additional costs will be paid by ODOT.

RECOMMENDATION

1. Approve Revised Project Agreement with the Oklahoma Department of Transportation and authorize the Mayor to sign the contract documents on behalf of the City of Bethany.



ADDITIONAL COMMENTS

The Traffic Committee met on January 31, 2023, and recommended council approval of this project. The City Council received a presentation of this project on February 7, 2023. The City Council passed the agreement between the City of Bethany and Southern Nazarene University on February 21, 2023. The project agreement with ODOT was approved by the City Council on March 21, 2023.

**STATE OF OKLAHOMA DEPARTMENT OF TRANSPORTATION
PROJECT AGREEMENT NO. 36349(04)**

INVOICE

Make check PAYABLE, and MAIL TO: **Oklahoma Department of Transportation
Comptroller Division
200 N.E. 21st Street
Oklahoma City, OK 73105-3204**

To: City of Bethany
Mayor Nikki Lloyd

Address
6700 NW 36th Street
Bethany, OK 73008

Invoice Number: 36349(04)

Division Name: Project Management Division
Date: 9/18/2023

Description - Explanation of Charge	Total
Due Date: 11/02/2023	
INTERSECTION MODIFICATION AT SH-66 BEGINNING AT N. DONALD AVENUE EXTEND WEST THREE BLOCKS TO N. ASBURY AVENUE.	
Job Piece Number 36349(04)	
<u>Cost Breakdown</u>	
Engineers Estimate:	\$2,156,588.20
E&C: @ 6.0 %	\$129,095.29
Total Cost	\$ 2,285,683.49
Total City of Bethany Costs: \$ 507,401.70	
Accounting Use Only	
	\$ 507,401.70

- Purchaser Copy
- Remit with Payment
- Retain in Division
- To Comptroller

**STATE OF OKLAHOMA DEPARTMENT OF TRANSPORTATION
PROJECT AGREEMENT NO. 36349(04)**

INTERSECTION MODIFICATION AT SH-66 BEGINNING AT N. DONALD AVENUE
EXTEND WEST THREE BLOCKS TO N. ASBURY AVENUE.

THIS AGREEMENT, made the day and year last written below, by and among the City of Bethany, hereinafter referred to as the **CITY** and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the **DEPARTMENT**, for the following intents and purposes and subject to the following terms and conditions, to wit:

WITNESSETH:

WHEREAS, the **DEPARTMENT** is charged under the laws of the State of Oklahoma with the construction and maintenance of state highways and bridges; and,

WHEREAS, the **DEPARTMENT**, as part of its responsibilities for the construction and maintenance of state highways and bridges, must cooperate with the local entities of government to allow the location, construction and maintenance of mutual use facilities pursuant to Title 69 OS §304; and

WHEREAS, receipt of the benefits of this project will require that the **CITY** assume certain financial obligations; and,

WHEREAS, the **CITY** is a municipal corporation and charter city created and existing under the Constitution and laws of Oklahoma; and,

WHEREAS, the Constitution and laws of the State of Oklahoma impose fiscal limitations on the **CITY** and its ability to agree to financial obligations; and,

WHEREAS, the parties hereto recognize those fiscal limitations and agree that the financial obligations assumed by the **CITY** by the terms of this agreement are enforceable only to the extent as may be allowed by law or as may be determined by a court of competent jurisdiction; and,

WHEREAS, it is understood that, by virtue of the Oklahoma Constitution Article 10, Section 26, the payment of **CITY** funds in the future will be limited to appropriations and available revenues in the then-current **CITY** fiscal year;

NOW THEREFORE, subject to the limitations herein before described and the limitations of applicable Oklahoma law, the **DEPARTMENT** and the **CITY**, in consideration of the mutual covenants and stipulations as set forth herein, do mutually promise and agree as follows:

SECTION 1: PROJECT AGREEMENT

1.1 The **DEPARTMENT** will request approval from the Transportation Commission for participation in the project that consists of SH-66 BEGINING AT N. DONALD AVENUE EXTEND WEST THREE BLOCKS TO ASBURY AVENUE.

1.2 The **DEPARTMENT** will recommend approval of the project by the Federal Highway Administration (FHWA).

1.3 The **CITY** shall by resolution, duly authorize the execution of this agreement by proper officials and attach copies of such resolution to this agreement.

1.4 The **CITY** shall each comply with Title VI of the Civil Rights Act of 1964, 78 O.S. § 252.42, U.S.C. §2000d-et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21 - "Nondiscrimination in federally assisted Programs of the Department of Transportation-effectuation of Title VI of the Civil Rights Act 1964."

1.5 The **DEPARTMENT** and the **CITY** mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The **DEPARTMENT** and **CITY** hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or officers which may occur during the prosecution or performance of this agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

SECTION 2: ENGINEERING RESPONSIBILITIES

2.1 The **CITY** shall provide professional engineering services for the development of the Plans, Specifications and Estimates (PS&E).

2.1.1 The design and plans shall be subject to review and approval by FHWA and shall conform to current State and AASHTO policies and standards, as modified by the **DEPARTMENT**.

2.2 To the extent permitted by law, all data prepared under this agreement shall be made available to the **DEPARTMENT** without restriction or limitation on their further use, with exception of any documents or information that would be considered attorney/client privileged.

2.3 The **DEPARTMENT** will conduct the environmental studies and prepare the National Environmental Protection Act documents as required. The **DEPARTMENT** will be responsible for any environmental mitigation that results from construction of this project. These responsibilities include any activities or actions that are necessary to meet Federal and State regulations.

2.4 The **DEPARTMENT** will forward the environmental documents to FHWA for approval.

SECTION 3: LAND ACQUISITION AND UTILITY RELOCATION

3.1 The **CITY** warrants that, they have or will acquire all land, property, or rights-of-way in their respective jurisdictions needed for complete implementation of said project, free and clear of all obstructions and encumbrances and in full accordance with the **DEPARTMENT's** guidelines for Right-of-Way Acquisition on Federal-Aid Projects, the Uniform Relocation Act, the National Environmental Protection Act and all other applicable local, state and federal regulations.

3.2 The **CITY** shall remove, at its own respective expense, or cause the removal of, all encroachments on existing streets as shown on said plans.

3.3 In exchange for the consideration provided from and through the **DEPARTMENT**, the **CITY** shall convey title to the State of Oklahoma on all tracts of land acquired in the name of the respective city on the State or Federal Highway System (if any) in accordance with Oklahoma Administrative Code Title 730, Chapter 20, Section 730:20-1-2.

3.4 The **CITY** warrants that utility adjustment costs are included as a part of the agreement and will certify prior to establishing a letting date that all existing utility facilities (if any) have been properly adjusted in full accordance with **DEPARTMENT** policies to accommodate the construction of said project prior to the beginning of any work and will be solely responsible for payment of any and all contractor expenses, claims, suits and/or judgments directly resultant from any actual utility relocation delays.

SECTION 4: CONSTRUCTION RESPONSIBILITIES

4.1 The **CITY** agrees to comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality (ODEQ) requirements for pollution prevention including discharges from storm water runoff during the planning and design of this project. It is also agreed that the storm water management plan for the project previously described in the document includes project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the site specific storm water pollution prevention plan and the appropriate location map contained in the utility relocation plans.

4.2 The roadway improvements and all devices specified herein shall not be altered, removed, or cease to be operative without mutual written consent of the **DEPARTMENT** and the **CITY** with jurisdiction over that portion of the roadway improvement.

4.3 Upon approval of this agreement and the plans, specifications, and estimates by the Federal Highway Administration, the **DEPARTMENT** will advertise and let the contract for this project in the usual and customary manner. It is agreed that the projects herein contemplated are proposed to be financed as described in this agreement, and that this agreement, all plans, specifications, estimate of costs, acceptance of work, payments, and procedure in general hereunder are subject in all things at all times to all Federal laws, regulations, orders and approvals as may be applicable hereto.

4.4 The **DEPARTMENT**, using its own forces or the services of others, will supervise and inspect all work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the project is accomplished in accordance with the approved PS&E.

4.5 Upon completion of the project, the new roadway will be maintained by the appropriate jurisdiction in accordance with the Oklahoma Transportation Commission Policy.

SECTION 5: CONSTRUCTION FUNDING

5.1 The total estimated construction cost is \$2,156,588.20. The **DEPARTMENT** agrees to provide all funding that is not covered by the City's obligation. The **CITY** agrees that local funds shall be used to provide their obligation of \$507,401.70 which shall be deposited with the **DEPARTMENT** prior to the advertisement for bids.

5.2 It is understood by the **CITY** and the **DEPARTMENT** that the funding participation herein will not be altered due to bid prices, construction supervision cost and other cost incurred during construction. The **CITY** will be responsible for payment of its required funding share within 45 days of receipt of a **DEPARTMENT** invoice.

SECTION 6: PRIOR UNDERSTANDING

6.1 This agreement incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants, or conditions, and constitutes the full and complete understanding and contractual relationship of the parties.

SECTION 7: AMENDMENTS OR MODIFICATION OF AGREEMENT

7.1 No changes, revisions, amendments or alterations in the manner, scope, or type of work or compensation to be paid by the **DEPARTMENT** shall be effective unless reduced to writing and executed by the parties with same formalities as are observed in the execution of this agreement.

SECTION 8: GOVERNING LAW AND VENUE

8.1 Any claims, disputes or litigation relating to the solicitation, execution, interpretation, performance, or enforcement of this agreement shall be governed by the laws of the State of Oklahoma and the applicable rules, regulations, policies, and procedures of the Oklahoma Transportation Commission. Venue for any action, claim, dispute or litigation, mediation or arbitration shall be in Oklahoma County, Oklahoma.

SECTION 9: DISPUTE RESOLUTION

9.1 The parties hereto have entered into this agreement in the State of Oklahoma and the laws of the State of Oklahoma shall apply. The parties agree to bargain in good faith in direct negotiation to achieve resolutions of any dispute and, if such efforts are unsuccessful, to retain a neutral mediation service to mediate the dispute prior to filing court action. Mediation shall be conducted in the city of Oklahoma City area and the costs of such mediation shall be borne equally by the parties. If mediation is not successful, venue for any action brought to enforce the terms of this agreement shall be Oklahoma County, State of Oklahoma. Each party shall bear any costs and attorney fees incurred by that party in such litigation.

SECTION 10: TERMINATION

10.1 This agreement may be terminated by any of the following conditions:

10.1.1 By mutual agreement and consent, in writing of both parties.

10.1.2 By the **DEPARTMENT** by written notice to the **CITY** as a consequence of failure to perform the services set forth herein in a satisfactory manner.

10.1.3 By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

10.1.4 By the **DEPARTMENT** for reasons of its own and not subject to the mutual consent of the **CITY** upon five (5) days written notice to the **CITY**.

10.1.5 By satisfactory completion of all services and obligations described herein.

10.2 The termination of this agreement shall extinguish all rights, duties, obligations and liabilities of the **DEPARTMENT** and the **CITY** under this agreement. If the

potential termination of this agreement is due to the failure of either the **DEPARTMENT** or the **CITY** to fulfill their obligation as set forth herein, the non-breaching party will notify the party alleged to be in breach that possible breach of agreement has occurred. The party alleged to be in breach should make a good faith effort to remedy that breach as outlined by non-breaching party within a period mutually agreed by each party.

SECTION 11: RECORDS

11.1 The **CITY** is to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at its respective offices at all reasonable times, during the agreement period and for three (3) years from the date of final payment under the agreement, for inspection by the **DEPARTMENT** and the State Auditor and Inspector, and copies thereof shall be furnished to the **DEPARTMENT** if requested.

SECTION 12: NOTICES

12.1 All notices, demands, requests, or other communications which may be or are required to be given, served or sent by either party to the other pursuant to this agreement shall be in writing and shall be deemed to have been properly given or sent:

12.1.1 If intended for the **DEPARTMENT**, by mailing first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid addressed to:

Oklahoma Department of Transportation
District 4 Engineer
Trenton January
2609 HWY W.
Perry, OK 73077

12.1.2 If intended for the **CITY**, by mailing by first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid, addressed to:

City of Bethany
Mayor Nikki Lloyd
6700 NW 36th Street
Bethany, OK 73008

SECTION 13: HEADINGS

13.1 Article headings used in this agreement are inserted for convenience of reference only and shall not be deemed a part of this agreement for any purpose.

SECTION 14: BINDING EFFECTS

14.1 This agreement shall be binding upon and inure to the benefit of the **DEPARTMENT** and the **CITY**, severally, and shall be binding upon their successors and assigns, respectively, subject to the limitations of Oklahoma law.

SECTION 15: SEVERABILITY

15.1 If any provision, clause, or paragraph of this agreement or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses, or paragraphs of this agreement which are not affected by the determination. The provisions, clauses, or paragraphs of this agreement and any documents incorporated by reference are declared severable.

SECTION 16: EFFECTIVE DATE

16.1 This agreement shall become effective on the date of execution by the **DEPARTMENT's** Deputy Director/Chief Engineer or designee as the last party to execute this agreement.

THIS SPACE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Chief Engineer of the **DEPARTMENT** or designee, pursuant to authority vested by the Transportation Commission, has hereunto subscribed his name as Chief Engineer of the **DEPARTMENT** and the **CITY** have each severally executed same pursuant to authority prescribed by law. The **CITY** on the ____ day of _____, 20____, and the **DEPARTMENT** on the ____ day of _____, 20_____.

CITY OF BETHANY

Reviewed For Form And Legality:

City Attorney Date

Attest:

City Clerk Date

Mayor Date

STATE OF OKLAHOMA DEPARTMENT OF TRANSPORTATION

Recommended For Approval:

Approved As To Form And Legality:

District 4 Engineer Date

General Counsel Date

Approved:

Chief Engineer Date

BETHANY CITY COUNCIL

From: Elizabeth Gray, City Manager
Date: October 3, 2023
Subject: Amendment No. 2 Engineering Contract

BACKGROUND

On July 9, 2023, staff identified a possible water leak due to significant reduction in water tower elevations. The leak was found in the intersection of NW 23rd and Council Road. Once the pavement was removed to start the repairs on the waterline a large cavern was found. An old, corrugated metal drainage pipe under the waterline had joints that failed and allowed water to erode soil around the pipe. With the loss of the soil the waterline was unsupported and collapsed. TEIM Design provided emergency engineering investigation and plans for the replacement of the storm sewer with reinforced concrete pipe and the necessary paving repairs, and also testing to determine if additional areas had been undermined by the loss of soil. This project required engineering and construction services. Consequently, the contract for TEIM Design needs to be amended to fund these task services.

Staff recommends approval of the attached amendment to increase the dollar amount by \$25,409.50 which includes \$15,409.50 for these task engineering services and \$10,000 for geotechnical testing.

RECOMMENDATION

1. Approve Amendment No. 2 of the Engineering Contract between the City of Bethany and TEIM Design

ADDITIONAL COMMENTS



AMENDMENT NO. 2 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;

Task Project 2-

Emergency Repairs at NW 23 rd and Council Rd.	\$15,409.50	Hourly not to exceed
Geotechnical Testing	\$10,000.00	Lump Sum

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

For Amendment No. 2

Not to exceed \$25,409.50 for engineering and testing services

Total Amended Contract

Not to exceed \$180,409.50

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

Mayor, Nikki Lloyd

BETHANY CITY COUNCIL

From: Elizabeth Gray, City Manager
Date: October 3, 2023
Subject: Discuss and possibly approve awarding the design contract for General Obligation Bond Propositions 2-A Eldon Lyon Park, 2-B Ripper Park, 2-C Garrison Park, and 2-D Macrory Park to TEIM Design

BACKGROUND

On August 23, 2022, citizens of Bethany passed General Obligation Bond, Proposition 2:

- 2-A Eldon Lyon Park Restroom and Pavilion Remodels
- 2-B Ripper Park Restroom Remodel
- 2-C Garrison Park Restroom and Pavilion Remodel
- 2-D Macrory Park Restroom Remodel

The Scope of Services for this project will include all necessary services to furnish complete detailed construction plans and bidding documents for the restrooms, pavilions, and appurtenances. The total cost of the pre-construction services is \$112,240.00.

RECOMMENDATION

1. Approval to award the design contract for General Obligation Bond Proposition 2-A, 2-B, 2-C and 2-D to TEIM Design and authorize the Mayor to sign the document on behalf of the City of Bethany.



ADDITIONAL COMMENTS

**CITY OF BETHANY, OKLAHOMA
DESIGN CONTRACT**

This contract entered into between the City of Bethany, Oklahoma, hereinafter called the “City”; and TEIM Design, PLLC., 3020 NW 149th Street, Oklahoma City, Oklahoma, hereinafter called the “Designer”, this _____ day of _____, 2023 for the purpose of providing design services and prepare contract documents for Propositions:

- 2-A Eldon Lyon Park Restrooms and Pavilions Remodel
- 2-B Ripper Park Restroom Remodel
- 2-C Garrison Park Restroom and Pavilion Remodel
- 2-D Macrory Park Restroom Remodel

hereinafter referred to as the PROJECTS;

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

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

SECTION 1

A. BASIC SERVICES OF DESIGNER

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

trust participating in the Project, under the Governmental Tort Claims Act, 51 O.S. § 151 et seq., (GTCA) and any amendment or addition thereto, as provided herein.

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

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

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

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

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

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

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

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

7. Indemnity

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

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

9. Preliminary Design Phase

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

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

10. Final Design Phase

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

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

- 10.5 Furnish three (3) copies of the above documents and present and review them in person with the City.
- 10.6 Furnish five (5) copies of the approved final design documents to the City.
- 10.7 Assist the City in the acquisition of the required local, State and Federal government permits (ODEQ, OWRB, etc.) and private permits (railroad, utility, etc.). The Designer shall at no additional cost to City provide sets of construction plans and specifications as may be necessary for application of such permits.

11. Advertising and Bidding Phase

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

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

12. Construction Phase

During the Construction Phase, the Designer shall:

- 12.1 Consult with and advise the City and act as their representative. All of the City's instructions to contractor(s) will be issued through the City Manager or their designated representative.

- 12.2 Make monthly visits to the site to observe as an experienced and qualified design professionals, the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the contract document; they shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of work; shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). Their efforts will be directed toward providing assurance for City that the competed 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

A. 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 Contactor(s); prepare routine change orders as required; require, if deemed appropriate, special inspection or testing of the work; act as interpreter of the requirements of the contract documents and judge of the performance thereunder by the parties thereto and shall make decisions on all claims of the

City and Contractor(s) relating to the execution and progress of the work and all other matters and questions related thereto.

12. Have the City Manager or their designated representative, based on their on-site observations and project inspection reports, determine the amounts owing to Contractor(s).
13. Conduct an inspection to determine if the PROJECTS is substantially complete and a final inspection to determine if the project has been completed in accordance with the contract documents and if each Contractor has fulfilled all obligations thereunder so that City may approve, in writing, final payment to each Contractor.

SECTION 3

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

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

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

TEIM DESIGN, PLLC.

ATTEST:

STATE OF OKLAHOMA) _____
) President
) SS
COUNTY OF OKLAHOMA)

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

My Commission Expires/Commission Number: _____
Notary Public

_____/_____ (Seal)

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

THE CITY OF BETHANY

ATTEST:

City Clerk

Mayor

EXHIBIT “A”
Scope of Services

CITY OF BETHANY

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

- 2-A Eldon Lyon Park Restrooms and Pavilions Remodel
- 2-B Ripper Park Restroom Remodel
- 2-C Garrison Park Restroom and Pavilion Remodel
- 2-D Macrory Park Restroom Remodel

The total cost of design services for Propositions:

- 2-A Eldon Lyon Park Restroom and Pavilion Remodel is \$56,778.67 lump sum
- 2-B Ripper Park Restroom Remodel is \$8,466.00 lump sum
- 2-C Garrison Park Restroom and Pavilion Remodel is \$38,529.33 lump sum
- 2-D Macrory Park Restroom Remodel is \$8,466.00 lump sum

The total cost of design services for Propositions 2-A, 2-B, 2-C, and 2-D is \$112,240.00 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.

Agenda: 10/03/2023
Item: 11
BPWA Item: 4

BETHANY CITY COUNCIL
BETHANY PUBLIC WORKS AUTHORITY

From: Elizabeth Gray, City Manager
Date: October 3, 2023
Subject: Approval of Amendment No. 2 and Change Order No. 1 to Construction Contract for CDBG Waterline Replacement Project on Holloway Avenue from NW 36th Street to NW 32nd Street to Southwest Water Works, LLC in the amount of \$38,123.49.

BACKGROUND

On March 21, 2023, council accepted ODEQ Permit No. WL000055230107 for the construction of 1,265 linear feet of waterline and appurtenances to serve Holloway Avenue between NW 36th Street and NW 32nd Street, and also approved a request to advertise for bids.

Bids were opened on April 19, 2023, and the contract was awarded on May 16, 2023, to Southwest Water Works, LLC in the amount of \$255,640.00.

On August 15, 2023, council approved Amendment No. 1 to add a 2-inch waterline, service connections and appurtenances from North Holloway Avenue west approximately 280 feet along the south side of NW 34th Street. The amount of Amendment was \$28,115.00.

The scope of Amendment No. 2 is to amend the existing bid pay item quantities for the completed work. The scope of Change Order No. 1 is to add two 8-inch inserta valves. The project replaced an old 4-inch waterline with a new 6-inch waterline along Holloway Avenue from NW 36th Street to NW 32nd Street. The old 4-inch waterline needs to be abandoned in place and plugged at NW 36th Street and NW 32nd Street. There is an existing 8-inch waterline along NW 36th Street that does not have working valves to shut the water off at the connection with the old 4-inch waterline. To plug the old 4-inch waterline at NW 36th Street two 8-inch inserta valves are required to be installed to isolate the old 4-inch waterline.

The revised contract amount is \$321,878.49. The construction budget for the project is \$325,421.00.

RECOMMENDATION

1. Approval of Amendment No. 2 and Change Order No. 1 to construction contract for the CDBG Waterline Replacement Project on Holloway Avenue from NW 36th Street to NW 32nd Street to Southwest Water Works, LLC in an amount of \$38,123.49.

ADDITIONAL COMMENTS

This project is being funded by a 50/50 matching grant from CDBG and by the City.





TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

September 26, 2023

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

Re: ODOC Community Development Block Grant
Waterline Replacement Project
North Hollway Avenue from NW 36th Street to NW 32nd Street
Amendment No. 2 and Change Order No. 1

Dear Ms. Gray:

I. AMENDMENT NO. 2 - SCOPE AND JUSTIFICATION

The scope of Amendment No. 2 is to amend the existing bid pay item quantities for the completed work.

II. CHANGE ORDER NO. 1 - SCOPE AND JUSTIFICATION

The project replaced an old 4-inch waterline with a new 6-inch waterline along Holloway Avenue from NW 36th Street to NW 32nd Street. The old 4-inch waterline needs to be abandoned in place and plugged at NW 36th Street and NW 32nd Street. There is an existing 8-inch waterline along NW 36th Street that does not have working valves to shut the water off at the connection with the old 4-inch waterline. To plug the old 4-inch waterline at NW 36th Street two 8-inch inserta valves are required to be installed to isolate the old 4-inch waterline.

II. COST ESTIMATE

See Attachment A for the cost breakdown for Amendment No. 2 and Change Order No. 1.

Original Contract Amount:	\$255,640.00
Amendment No. 1:	\$28,115.00
Amendment No. 2:	\$7,631.25
Change Order No. 1:	\$30,492.24 (11.93%)
Revised Contract Amount:	\$321,878.49

The above and foregoing is hereby accepted this 26th day of September 2023 and the undersigned agrees to perform the work as so indicated in this Amendment No. 2 and Change Order No. 1 with said adjustments in the contract sum.

Southwest Water Works, LLC

J. M. H. Project Manager
Name and Title

The prices shown for the Amendment were established by competitive bidding in the original contract and not subject to the Oklahoma Competitive Bidding Act. The prices shown for the Change Order were established by negotiation and appear to be fair and reasonable.

Robbie Williams, P.E. City Engineer



City Attorney

APPROVED by Council of the City of Bethany this ____ day of _____, 2023.

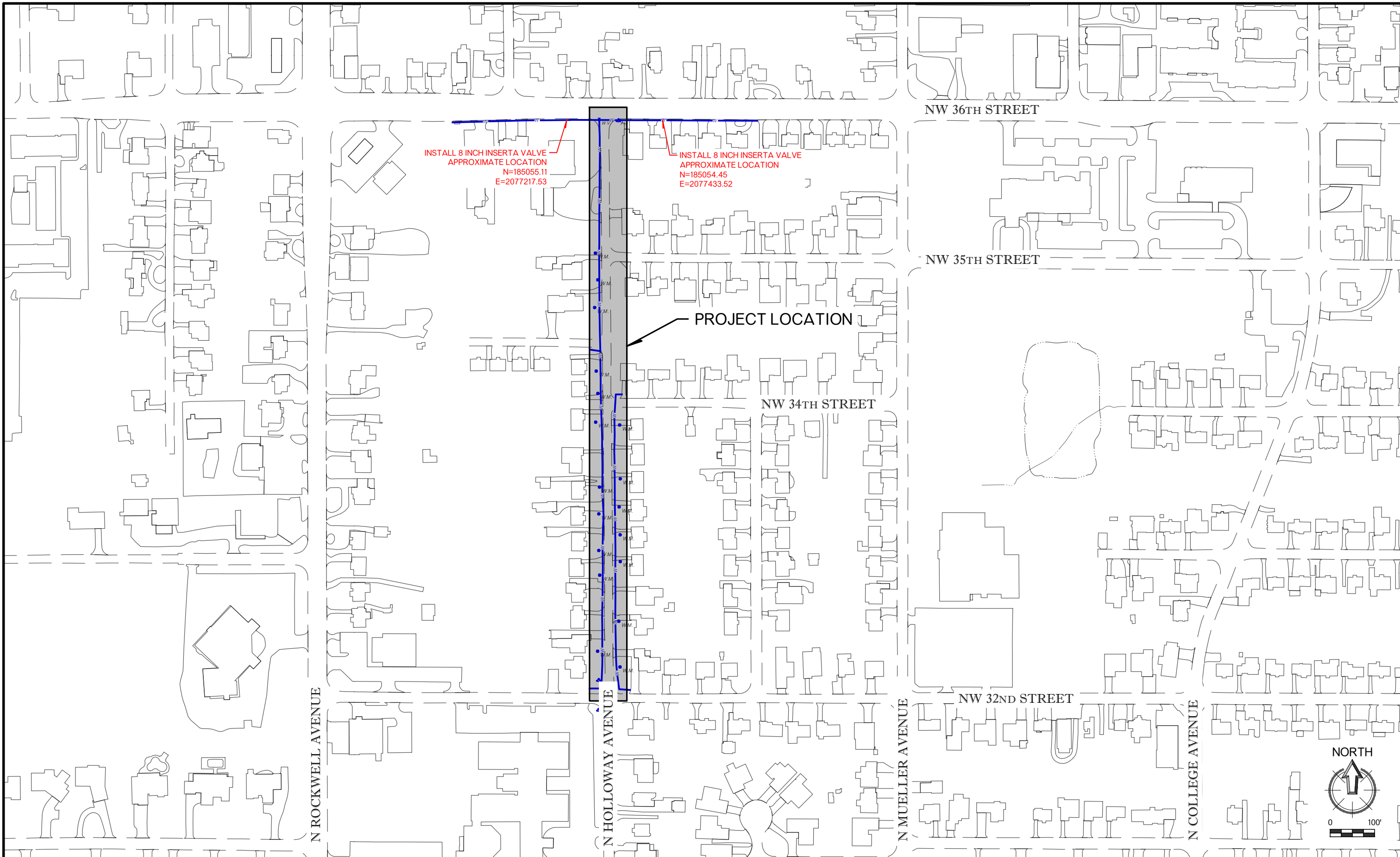
ATTEST:

CITY CLERK

MAYOR

ATTACHMENT A - AMENDMENT NO. 2 - ODOC CDBG WATERLINE REPLACEMENT PROJECT					SW Water Works Unit Prices	
Item Number	Title	Quantity	Unit	Unit Price	Total Price	
5	FITTINGS (2 INCH PLUG)	-3.00	each	\$140.00	-\$420.00	
8	FITTINGS (4 INCH PLUG (COMPACT) (MJ))	-2.00	each	\$150.00	-\$300.00	
20	(6 INCH) (GATE) VALVE AND VALVE BOX	1.00	each	\$2,500.00	\$2,500.00	
31	REMOVE AND REPLACE SIDEWALK (ADA RAMP)	-6.95	square yard	\$85.00	-\$590.75	
32	REMOVE AND REPLACE DRIVEWAY (CONCRETE)	26.05	square yard	\$140.00	\$3,647.00	
33	REMOVE AND REPLACE DRIVEWAY (GRAVEL)	-25.00	square yard	\$40.00	-\$1,000.00	
34	SOLID SLAB SODDING	3,450.00	square foot	\$1.10	\$3,795.00	
					Amendment No. 2 Total	\$7,631.25
ATTACHMENT A - CHANGE ORDER NO. 1 - ODOC CDBG WATERLINE REPLACEMENT PROJECT					SW Water Works Unit Prices	
Item Number	Title	Quantity	Unit	Unit Price	Total Price	
CO 1	8 INCH INSERTA VALVE	1	2	\$15,246.12	\$30,492.24	
					Change Order No. 1 Total	\$30,492.24

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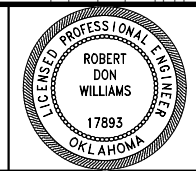
REV. NO.	DATE	DRWN	CHKD	REMARKS
1	09-26-2023	GIBBS	RDW	CHANGE ORDER

SCALE: AS SHOWN
 DATE: JANUARY 23RD 2023
 DRAWN BY: GIBBS
 CHECKED BY: R. WILLIAMS



THE CITY OF BETHANY
 ODOC COMMUNITY DEVELOPMENT BLOCK
 GRANT WATERLINE REPLACEMENT PROJECT

CIVIL
 PROJECT LOCATION MAP



SHEET NO.
 AC03
 SHEET 4 OF 12

BETHANY CITY COUNCIL

From: Elizabeth Gray, City Manager
Date: October 3, 2023
Subject: Approval of Contract with Holland Construction, LLC for the Police Headquarters Building Addition (G.O. Bond Prop. 3-B)

BACKGROUND

On August 23, 2022, citizens of Bethany passed General Obligation Bond, Proposition 3, that included Project 3-B Improvements to the Police Headquarters (new roof and evidence room).

On April 4, 2023, the City of Bethany entered into a contract for engineering and design services with TEIM Design, LLC. Bids were opened on September 12, 2023. City engineers, TEIM Design, recommend award to Holland Construction LLC, for the amount of \$358,800.00

RECOMMENDATION

1. Approval of construction contract for the Police Headquarters Building Addition, G. O. Bond Proposition 3-B, to Holland Construction LLC for the bid amount of \$358,800.00.

ADDITIONAL COMMENTS

The project will be funded by GO Bond Proposition 3.





TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

September 22, 2023

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

Re: Police Headquarters Building Addition (GO Bond Prop. 3-B)

Dear Ms. Gray,

Attached for your review and disposition please find the BID Tabulation for the above-mentioned project. The bids were received, September 12, 2023, and all bid bonds and affidavits were found to be in order. The bids were tabulated correctly. The six bids are as follows:

<u>Company</u>	<u>Total Base Bid</u>
Holland Construction, LLC	\$358,800.00
C4L, LLC	\$384,483.00
W.L. McNatt & Co.	\$491,000.00
Midtown Construction Services	\$492,910.00
Anderson & House, Inc.	\$559,000.00
Downey Contracting, LLC	\$572,000.00

Therefore, we recommend award of the contract to Holland Construction, LLC for the base bid amount of \$358,800.00. We have attached the executed contract and bonds from Holland Construction, LLC.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'RW' or 'Robbie Williams'.

Robbie Williams, PE

Attachment: Bid Tabulation
Contract and Bonds

Bid Tabulation: Police Headquarters Building Addition (GO Bond Prop. 3-B) - September 12, 2023				Engineer's Estimate		Holland Construction, LLC		C4L, LLC		W.L. McNatt & Co.		Midtown Construction Services		Anderson & House, Inc.		Downey Contracting, LLC	
Item Number	Title	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	FURNISH AND INSTALL POLICE HEADQUARTERS ROOF IMPROVEMENTS	1.00	LSUM	\$525,000	\$525,000	\$358,800	\$358,800	\$384,483	\$384,483	\$491,000	\$491,000	\$492,910	\$492,910	\$559,000	\$559,000	\$572,000	\$572,000
			Base Bid Total		\$525,000		\$358,800		\$384,483		\$491,000		\$492,910		\$559,000		\$572,000

CONTRACT AND BONDS

CONSTRUCTION CONTRACT

This Contract is made and entered into on the 3rd day of October, 2023 by and between the City of Bethany, an Oklahoma Municipal Corporation, hereinafter called "City," and Holland Construction, LLC, a(n) LLC, hereinafter called "Contractor."

WITNESSETH:

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

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

POLICE HEADQUARTERS BUILDING ADDITION (G.O. BOND PROP. 3-B)

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

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

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

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

Three hundred fifty-eight thousand eight hundred dollars and zero cents (\$358,800.00).

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

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

and activities an independent contractor, and not an employee, agent, or servant of the City of Bethany. The tort liability of the City of Bethany is exclusively governed by the Oklahoma Governmental Tort Claims Act.

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

If to the City:

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

If to Contractor:

Holland Construction, LLC.
5601 NW 72nd Street, Suite 324
Warr Acres, OK 73132

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

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

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

The City of Bethany,
an Oklahoma Municipal Corporation

Mayor's Signature

Date

(SEAL)

ATTEST:

City Clerk

Approved as to form:

City Attorney

Date: _____

Holland Construction, LLC.
Contractor

a LLC.



Signature

Boe Holland

Printed Name

Vice President

Title

ATTEST:



Secretary and/or Witness

NON-COLLUSION AFFIDAVIT

State of Oklahoma)
) ss.
County of Oklahoma)

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

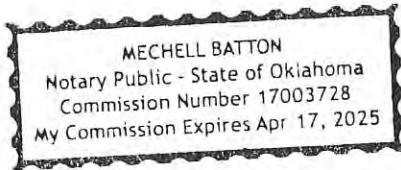
Boe Holland

Signature

Boe Holland/vice president
Printed Name/Title

Subscribed and sworn to before me this 27th day of September, 2023.

(SEAL)



Mechell Batton

Notary Public

My Commission Expires: 4/17/25
My Commission Number: 17003728

CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Holland Construction, LLC. as Principal, and Old Republic Surety Company, as Surety, are held and firmly bound unto the CITY OF BETHANY of the State of Oklahoma and the State of Oklahoma, hereinafter referred to as the Government, in the full and just sum Of Three hundred fifty eight thousand eight hundred dollars and zero cents (\$358,800.00) for the payment of which, well and truly to be made, we and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 25th day of September, A.D., 2023.

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

**POLICE HEADQUARTERS BUILDING ADDITION (G.O. BOND PROP. 3-B)
CITY OF BETHANY, OKLAHOMA**

and has entered into a certain written contract with the CITY OF BETHANY on the 3rd day of October, 2023, for the erection and construction of said work and improvement all in compliance with the plans and specifications therefor, made a part of said contract and on file in the office of the City Clerk, and said contract is hereby made a part and parcel of this bond as if literally written herein.

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

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

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

Holland Construction, LLC.

ATTEST:

Michelle Ballou
Secretary

By Bob Hall
Principal



Old Republic Surety Company

ATTEST:

Cheryl C. May
~~Secretary~~
Witness Cheryl C. May

By Todd A. Stein
Surety Todd A. Stein, Attorney-In-Fact

Approved as to form this ____ day of _____, A.D., 20____.

City Attorney



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **TODD A STEIN, MARK G LEVINSON, KELLEY J. WISOR, JEFF MCQUATE** of CLEVELAND, OH

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 31st day of March, 2020.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 31st day of March, 2020, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

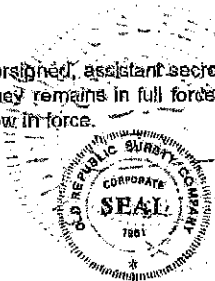
My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

27-1179



Signed and sealed at the City of Brookfield, WI this 25th day of September, 2023.

Karen J. Haffner
Assistant Secretary

State of



Oklahoma

Carroll Fisher
Insurance Commissioner
Oklahoma City, Oklahoma

Whereas, the

OLD REPUBLIC SURETY COMPANY

a corporation organized under the laws of WISCONSIN

and located at P.O. BOX 1635
MILWAUKEE, WI 53201

having complied with the Insurance laws of Oklahoma, is hereby licensed and
authorized to transact the business of

CASUALTY, SURETY

This Certificate of Authority shall be perpetual and automatically renewed as of
March 1st of every year, unless the insurer fails to qualify for renewal pursuant
to the requirements of Title 36 of the Oklahoma Insurance Code.



In Witness Whereof, I have hereunto set my hand
and caused the seal of my office to be affixed at the
City of Oklahoma City, State of Oklahoma, this

1st day of MARCH A.D. 2003

Carroll Fisher

Carroll Fisher
Insurance Commissioner State of Oklahoma

Oklahoma License # 6292

OLD REPUBLIC SURETY COMPANY
OF BROOKFIELD, WISCONSIN

STATUTORY FINANCIAL STATEMENT AS OF DECEMBER 31, 2022

ADMITTED ASSETS

Bonds	\$123,771,362
Common stocks	42,207,872
Cash and cash equivalents	3,689,046
Premiums and agents' balances in course of collection (not over 90 days)	7,971,667
Amounts recoverable from reinsurers	1,725,856
Net deferred tax asset	798,038
Investment income due and accrued	1,105,086
Current federal and foreign income tax recoverable and interest	26,016
Receivables from parent, subsidiaries and affiliates	1,691,757
TOTAL ADMITTED ASSETS	\$182,986,700

LIABILITIES AND SURPLUS

Losses	\$11,893,542
Loss adjustment expenses	7,794,931
Commissions payable, contingent commissions and other similar charges	3,354,840
Other expenses (excluding taxes, licenses and fees)	5,604,056
Taxes, licenses and fees (excluding federal income taxes)	382,080
Unearned premiums	54,985,623
Advance premium	452,609
Ceded reinsurance premiums payable (net of ceding commissions)	2,927,449
Amounts withheld or retained by company for account of others	40,743
Drafts outstanding	270,821
Payable to parent, subsidiaries and affiliates	53,915
Other liabilities	782,963
TOTAL LIABILITIES	\$88,543,550
Common capital stock	2,900,000
Gross paid in and contributed surplus	10,534,036
Unassigned funds (surplus)	75,009,114
SURPLUS AS REGARDS POLICYHOLDERS	\$94,443,150
TOTAL LIABILITIES AND SURPLUS	\$182,986,700

Securities carried at \$3,299,686 are deposited with States or Other Authorities as required by law.

STATE OF WISCONSIN)
)SS
COUNTY OF WAUKESHA)

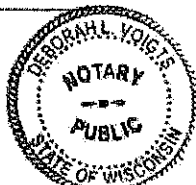
Alan P. Pavlic, President, and Karen J. Haffner, Treasurer/SVP of Old Republic Surety Company of Brookfield, Wisconsin being duly sworn, each for himself, deposes and says that they are the above described officers of the said company, and that on the 31st day of December, 2022, the company was actually possessed of the assets set forth in the foregoing statement and that such assets were available for the payment of losses and claims and held for the protection of its policyholders and creditors, except as here-in-before indicated, and that the foregoing statement is a correct exhibit of such assets and liabilities of the said company on the 31st day of December, 2022, according to the best of their information, knowledge and belief, respectively.

Alan P. Pavlic
Alan P. Pavlic, President

Karen J. Haffner
Karen J. Haffner, Treasurer/SVP

Sworn to and subscribed before me this 16th day of March, 2023.

Deborah L. Voigts
Notary Public, State of Wisconsin
My Commission expires: July 31, 2023



MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Holland Construction, LLC., as Principal, and Old Republic Surety Company, as Surety, are held and firmly bound unto the CITY OF BETHANY of the State of Oklahoma, in the full and just sum of three hundred fifty eight thousand eight hundred dollars and zero cents (\$358,800.00), such sum being equal to the contract amount for a period of one (1) year and thereafter for a period of one (1) year for the sum of fifty three thousand eight hundred twenty dollars and zero cents (\$53,820.00), such sum being not less than 15% of the contract price, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 26th day of September, A.D., 2023.

The conditions of this obligation are such, that whereas, said Principal, has a certain contract between Holland Construction, LLC. and the CITY OF BETHANY dated this 3rd day of October, 2023, agreed to construct in the City of Bethany:

**POLICE HEADQUARTERS BUILDING ADDITION (G.O. BOND PROP. 3-B)
CITY OF BETHANY, OKLAHOMA**

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

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

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

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

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

ATTEST:

Holland Construction, LLC.



[Signature]
Secretary

By [Signature]
Principal

Old Republic Surety Company

ATTEST:

[Signature]
~~Secretary~~
Witness Cheryl C. May

By [Signature]
Surety Todd A. Stein, Attorney-in-Fact

Approved as to form this ____ day of _____, A.D., 20__.

City Attorney



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **TODD A STEIN, MARK G LEVINSON, KELLEY J. WISOR, JEFF MCQUATE** of CLEVELAND, OH

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 31st day of March, 2020.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Paylic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 31st day of March, 2020, personally came before me, Alan Paylic

and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



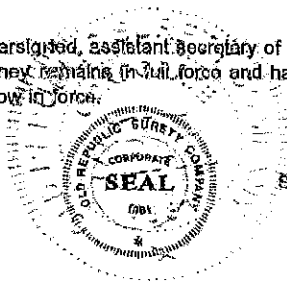
Kathryn K. Pearson
Notary Public

My Commission Expires: September 28, 2022
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, Assistant Secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

27-1179



Signed and sealed at the City of Brookfield, WI this 26th day of September, 2023.

Karen J. Haffner
Assistant Secretary

State of



Oklahoma

Carroll Fisher
Insurance Commissioner
Oklahoma City, Oklahoma

Whereas, *the*

OLD REPUBLIC SURETY COMPANY

a corporation organized under the laws of WISCONSIN

and located at P.O. BOX 1635
MILWAUKEE, WI 53201

having complied with the Insurance laws of Oklahoma, is hereby licensed and authorized to transact the business of

CASUALTY, SURETY

This Certificate of Authority shall be perpetual and automatically renewed as of March 1st of every year, unless the insurer fails to qualify for renewal pursuant to the requirements of Title 36 of the Oklahoma Insurance Code.



In Witness Whereof, I have hereunto set my hand
and caused the seal of my office to be affixed at the
City of Oklahoma City, State of Oklahoma, this

1st day of MARCH A.D. 2003

Carroll Fisher

Carroll Fisher
Insurance Commissioner State of Oklahoma

Oklahoma License # 6292

OLD REPUBLIC SURETY COMPANY
OF BROOKFIELD, WISCONSIN

STATUTORY FINANCIAL STATEMENT AS OF DECEMBER 31, 2022

ADMITTED ASSETS

Bonds	\$123,771,362
Common stocks	42,207,872
Cash and cash equivalents	3,689,048
Premiums and agents' balances in course of collection (not over 90 days)	7,971,667
Amounts recoverable from reinsurers	1,725,866
Net deferred tax asset	798,038
Investment income due and accrued	1,105,086
Current federal and foreign income tax recoverable and interest	26,016
Receivables from parent, subsidiaries and affiliates	1,691,757
TOTAL ADMITTED ASSETS	<u><u>\$182,986,700</u></u>

LIABILITIES AND SURPLUS

Losses	\$11,893,542
Loss adjustment expenses	7,794,931
Commissions payable, contingent commissions and other similar charges	3,354,848
Other expenses (excluding taxes, licenses and fees)	5,604,056
Taxes, licenses and fees (excluding federal income taxes)	382,060
Unearned premiums	54,985,623
Advance premium	452,609
Ceded reinsurance premiums payable (net of ceding commissions)	2,927,449
Amounts withheld or retained by company for account of others	40,743
Drafts outstanding	270,821
Payable to parent, subsidiaries and affiliates	53,915
Other liabilities	782,963
TOTAL LIABILITIES	<u><u>\$88,543,550</u></u>
Common capital stock	2,900,000
Gross paid in and contributed surplus	16,534,036
Unassigned funds (surplus)	75,009,114
SURPLUS AS REGARDS POLICYHOLDERS	<u><u>\$94,443,150</u></u>
TOTAL LIABILITIES AND SURPLUS	<u><u>\$182,986,700</u></u>

Securities carried at \$3,299,686 are deposited with States or Other Authorities as required by law.

STATE OF WISCONSIN)
)SS
COUNTY OF WAUKESHA)

Alan P. Pavlic, President, and Karen J. Haffner, Treasurer/SVP of Old Republic Surety Company of Brookfield, Wisconsin being duly sworn, each for himself, deposes and says that they are the above described officers of the said company, and that on the 31st day of December, 2022, the company was actually possessed of the assets set forth in the foregoing statement and that such assets were available for the payment of losses and claims and held for the protection of its policyholders and creditors, except as here-in-before indicated, and that the foregoing statement is a correct exhibit of such assets and liabilities of the said company on the 31st day of December, 2022, according to the best of their information, knowledge and belief, respectively.

Alan P. Pavlic
Alan P. Pavlic, President

Karen J. Haffner
Karen J. Haffner, Treasurer/SVP

Sworn to and subscribed before me this 16th day of March, 2023.

Deborah K. Vogels
Notary Public, State of Wisconsin
My Commission expires: July 31, 2023



STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Holland Construction, LLC., as Principal, and Old Republic Surety Company, as Surety, are held and firmly bound unto the STATE OF OKLAHOMA in the sum of three hundred fifty eight thousand eight hundred dollars and zero cents (\$358,800.00), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 20th day of September, A.D., 2023.

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

**POLICE HEADQUARTERS BUILDING ADDITION (G.O. BOND PROP. 3-B)
CITY OF BETHANY, OKLAHOMA**

and has entered into a certain written contract with the CITY OF BETHANY on the 3rd day of October, 2023, for the erection and construction of said work and improvement, in exact accordance with the bid of said Principal, and according to certain plans and specifications heretofore made, adopted and placed on file in the office of the City Clerk of the CITY OF BETHANY.

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

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

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



Holland Construction, LLC.

ATTEST:

M. Neal
Secretary

By *Bob O'Hair*
Principal

Old Republic Surety Company

ATTEST:

Cheryl C. May
~~Secretary~~
Witness Cheryl C. May

By *Todd A. Stein*
Surety Todd A. Stein, Attorney-In-Fact

Approved as to form this ____ day of _____, A.D., 20 ____.

City Attorney



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **TODD A STEIN, MARK G LEVINSON, KELLEY J. WISOR, JEFF MCQUATE** of CLEVELAND, OH

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than ball bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 31st day of March, 2020.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary



Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 31st day of March, 2020, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

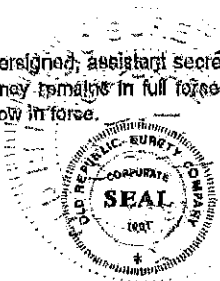
My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

27-1179



Signed and sealed at the City of Brookfield, WI this 26th day of September, 2023.

Karen J. Haffner
Assistant Secretary

State of  Oklahoma

Carroll Fisher
Insurance Commissioner
Oklahoma City, Oklahoma

Whereas, the

OLD REPUBLIC SURETY COMPANY

a corporation organized under the laws of WISCONSIN

and located at P.O. BOX 1635
MILWAUKEE, WI 53201

having complied with the Insurance laws of Oklahoma, is hereby licensed and
authorized to transact the business of

CASUALTY, SURETY

*This Certificate of Authority shall be perpetual and automatically renewed as of
March 1st of every year, unless the insurer fails to qualify for renewal pursuant
to the requirements of Title 36 of the Oklahoma Insurance Code.*



In Witness Whereof, I have hereunto set my hand
and caused the seal of my office to be affixed at the
City of Oklahoma City, State of Oklahoma, this

1st day of MARCH A.D. 2003

Carroll Fisher

Carroll Fisher
Insurance Commissioner State of Oklahoma

Oklahoma License # 6292

OLD REPUBLIC SURETY COMPANY
OF BROOKFIELD, WISCONSIN

STATUTORY FINANCIAL STATEMENT AS OF DECEMBER 31, 2022

ADMITTED ASSETS

Bonds	\$123,771,362
Common stocks	42,207,872
Cash and cash equivalents	3,689,046
Premiums and agents' balances in course of collection (not over 90 days)	7,971,667
Amounts recoverable from reinsurers	1,725,856
Net deferred tax asset	798,038
Investment income due and accrued	1,105,086
Current federal and foreign Income tax recoverable and interest	26,016
Receivables from parent, subsidiaries and affiliates	1,691,757
TOTAL ADMITTED ASSETS	<u><u>\$182,986,700</u></u>

LIABILITIES AND SURPLUS

Losses	\$11,893,542
Loss adjustment expenses	7,794,931
Commissions payable, contingent commissions and other similar charges	3,354,848
Other expenses (excluding taxes, licenses and fees)	5,604,056
Taxes, licenses and fees (excluding federal income taxes)	382,050
Unearned premiums	54,985,623
Advance premium	452,609
Ceded reinsurance premiums payable (net of ceding commissions)	2,927,449
Amounts withheld or retained by company for account of others	40,743
Drafts outstanding	270,821
Payable to parent, subsidiaries and affiliates	53,915
Other liabilities	782,963
TOTAL LIABILITIES	<u><u>\$88,543,550</u></u>
Common capital stock	2,900,000
Gross paid in and contributed surplus	16,534,036
Unassigned funds (surplus)	75,009,114
SURPLUS AS REGARDS POLICYHOLDERS	<u><u>\$94,443,150</u></u>
TOTAL LIABILITIES AND SURPLUS	<u><u>\$182,986,700</u></u>

Securities carried at \$3,289,686 are deposited with States or Other Authorities as required by law.

STATE OF WISCONSIN)
)SS
COUNTY OF WAUKESHA)

Alan P. Pavlic, President, and Karen J. Hafner, Treasurer/SVP of Old Republic Surety Company of Brookfield, Wisconsin being duly sworn, each for himself, deposes and says that they are the above described officers of the said company, and that on the 31st day of December, 2022, the company was actually possessed of the assets set forth in the foregoing statement and that such assets were available for the payment of losses and claims and held for the protection of its policyholders and creditors, except as here-in-before indicated, and that the foregoing statement is a correct exhibit of such assets and liabilities of the said company on the 31st day of December, 2022, according to the best of their information, knowledge and belief, respectively.

Alan P. Pavlic
Alan P. Pavlic, President

Karen J. Hafner
Karen J. Hafner, Treasurer/SVP

Sworn to and subscribed before me this 16th day of March, 2023.

Deborah L. Voigt
Notary Public, State of Wisconsin
My Commission expires: July 31, 2023

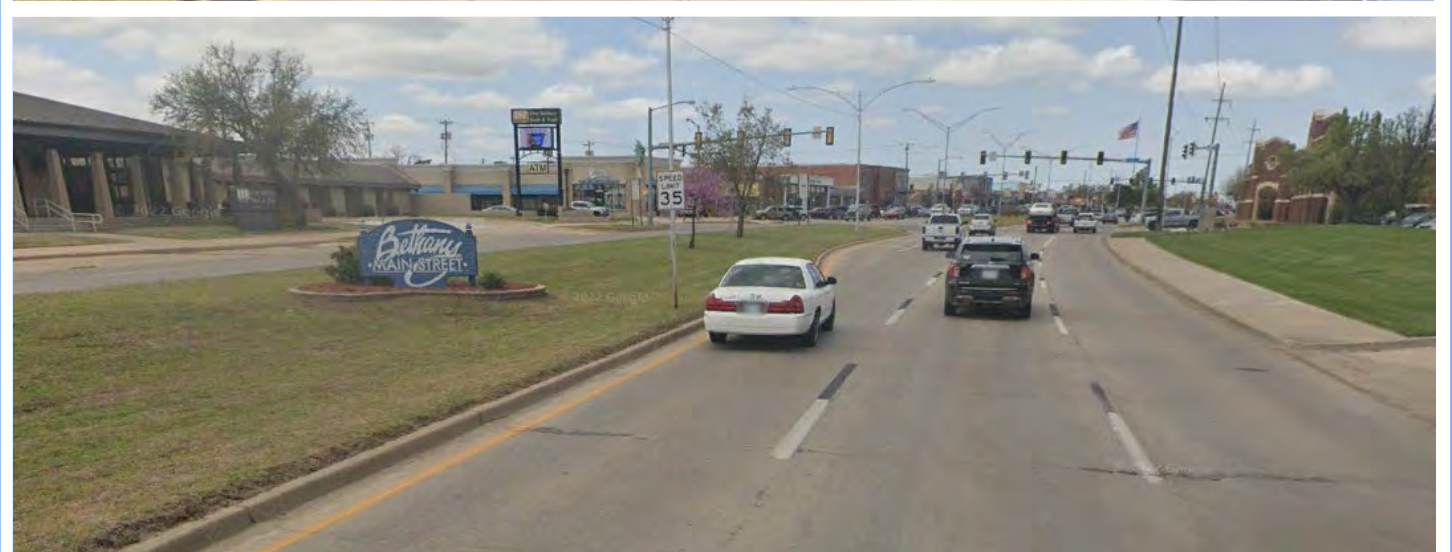




CITY OF BETHANY

OKLAHOMA

AGENDA: 10/03/2023
ITEM: 14



G.O. BOND / ARPA FUNDED PROJECT UPDATES

ODOT SH-66 PROPOSED IMPROVEMENTS



PROPOSITION 1-A

NW 23RD STREET / ROCKWELL

CITY OF BETHANY



Traffic Signalization and Pedestrian Crosswalk Improvements

This project will also include the CRRSAA mill and inlay of the intersection, extending north approximately 1,000 feet.

- Survey complete
- Traffic signal under design - TEC
- Roadway mill & inlay under design
- ADA ramps and crosswalks under design
- CRRSAA project agreement with ODOT approved at June 13th City Council Meeting
- Anticipated bid let date for signals: Winter 2023
- Anticipated ODOT bid let date for CRRSAA mill and inlay – Summer 2024

PROPOSITION 1-B

NW 36TH / ROCKWELL

CITY OF BETHANY



Traffic Signalization and Pedestrian Crosswalk Improvements

- Survey complete
- ADA ramps and crosswalks under design
- Traffic signal under design - TEC
- Anticipated bid let date – Winter 2023

PROPOSITION 1-C

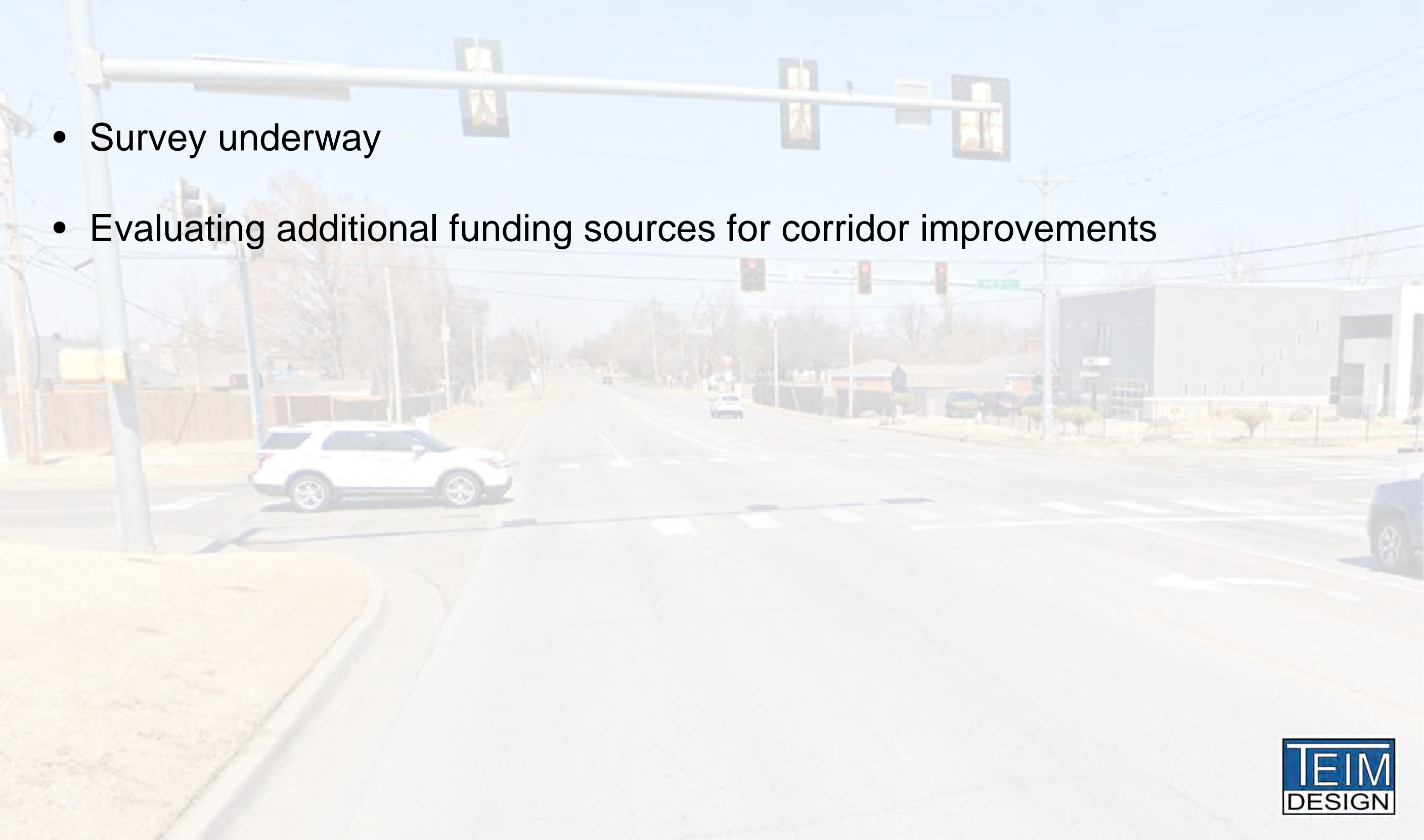
NW 36TH / COUNCIL ROAD

CITY OF BETHANY



Traffic Signalization and Pedestrian Crosswalk Improvements

- Survey underway
- Evaluating additional funding sources for corridor improvements



PROPOSITION 1-D

PENIEL – 39TH TO 42ND

CITY OF BETHANY



Peniel Ave. from NW 39th Expressway to NW 42nd Street

Reconstruction of Peniel Avenue beginning at NW 39th Expressway extending north approximately 1,300 feet to NW 42nd Street. Reconstruction of Plain Jointed PC Concrete.

Survey: Complete

Environmental: Complete

Roadway Design: 90% Complete. Plan in hand held July 26, 2023. Plans under review by AT&T and ONG for utility conflicts.

Anticipated Bid Let date: TBD due to possible conflicts with sanitary sewer replacement. Sewer line design underway.

PROPOSITION 1-E

NW 30TH – ROCKWELL TO PENIEL

CITY OF BETHANY



NW 30th Street from Rockwell Avenue to Peniel Avenue

Reconstruction of NW 30th pavement beginning at Rockwell Avenue extending east approximately 2,600 feet to Peniel Avenue. Reconstruction of Plain Jointed PC Concrete.

Survey: Complete

Environmental: Complete

Roadway Design: 90% Complete. Plan in hand held July 26, 2023. Plans under review by AT&T and ONG for utility conflicts.

Anticipated Bid Let Date: Winter 2023

PROPOSITION 1-F

MUELLER – NW 44TH TO NW 50TH

CITY OF BETHANY



N. Mueller Avenue from NW 44th Street to NW 50th Street

Reconstruction of Mueller Avenue pavement beginning at NW 44th Street extending north approximately 1,960 feet to NW 50th Street. Reconstruction of Plain Jointed PC Concrete.

Survey: Complete

Environmental: Complete

Roadway Design: 90% Complete. Plan in hand held July 26, 2023. Plans under review by AT&T and ONG for utility conflicts. Additional storm sewer inlet locations being identified to assist in removing storm water runoff from Mueller.

Anticipated Bid Let Date: Winter 2023



PROPOSITION 1-G

DIVIS – NW 36TH TO NW 39TH

CITY OF BETHANY



N. Divis Avenue from NW 36th Street to NW 39th Expressway

Reconstruction of the west half of Divis Street beginning at NW 36th Street extending north approximately 1,960 feet to just south of NW 39th Expressway. Reconstruction of Plain Jointed PC Concrete.

Survey: Complete

Environmental: Complete

Roadway Design: 90% Complete. Plan in hand held July 26, 2023. Plans under review by AT&T and ONG for utility conflicts.

Anticipated Bid Let Date: Winter 2023

PROPOSITION 1-H

PENIEL – NW 25TH TO NW 30TH

CITY OF BETHANY



Peniel Avenue from NW 25th Street to NW 30th Street

Reconstruction of the west half of Peniel Avenue beginning at NW 25th Street extending north approximately 1,955 feet to NW 30th Street. Reconstruction of Plain Jointed PC Concrete.

Survey: Complete

Environmental: Complete

Roadway Design: 90% Complete. Plan in hand held July 26, 2023. Plans under review by AT&T and ONG for utility conflicts.

Anticipated Bid Let Date: TBD due to possible conflicts with sanitary sewer replacement. Sewer line design underway.

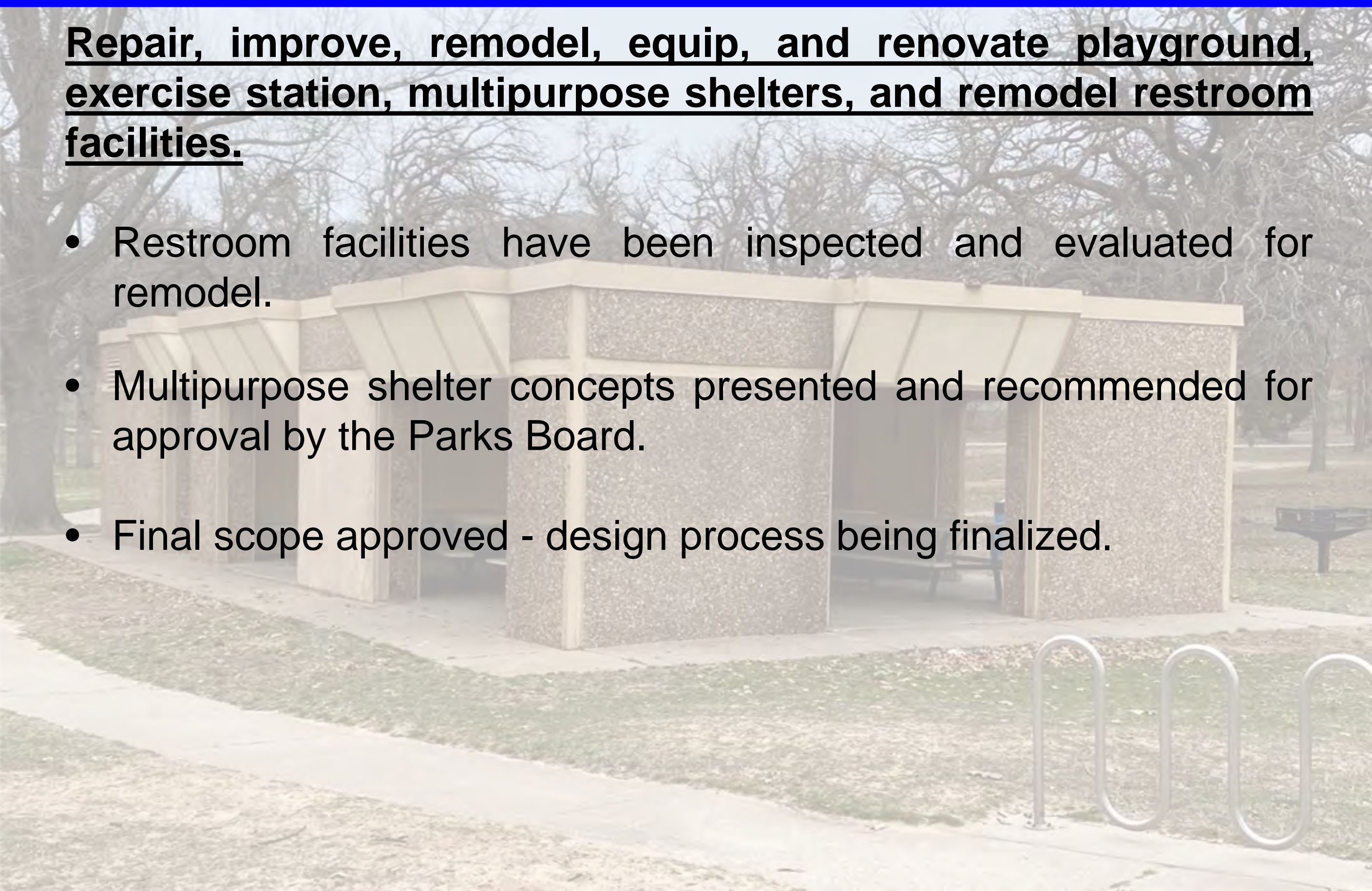
PROPOSITION 2-A ELDON LYON PARK

CITY OF BETHANY



Repair, improve, remodel, equip, and renovate playground, exercise station, multipurpose shelters, and remodel restroom facilities.

- Restroom facilities have been inspected and evaluated for remodel.
- Multipurpose shelter concepts presented and recommended for approval by the Parks Board.
- Final scope approved - design process being finalized.



PROPOSITION 2-B

RIPPER PARK

CITY OF BETHANY



Acquiring and improving playground equipment, and constructing or remodeling restroom facilities

- Restroom facilities have been inspected and evaluated for remodel
- Final scope approved – design process being finalized.

PROPOSITION 2-C

HENRY GARRISON PARK

CITY OF BETHANY



Acquiring and improving playground equipment, constructing a multipurpose pavilion, and constructing or remodeling restroom facilities

- Restroom facilities have been inspected and evaluated for remodel
- Multipurpose shelter concepts presented and recommended for approval by the Parks Board
- Final scope approved – design process being finalized.

PROPOSITION 2-D

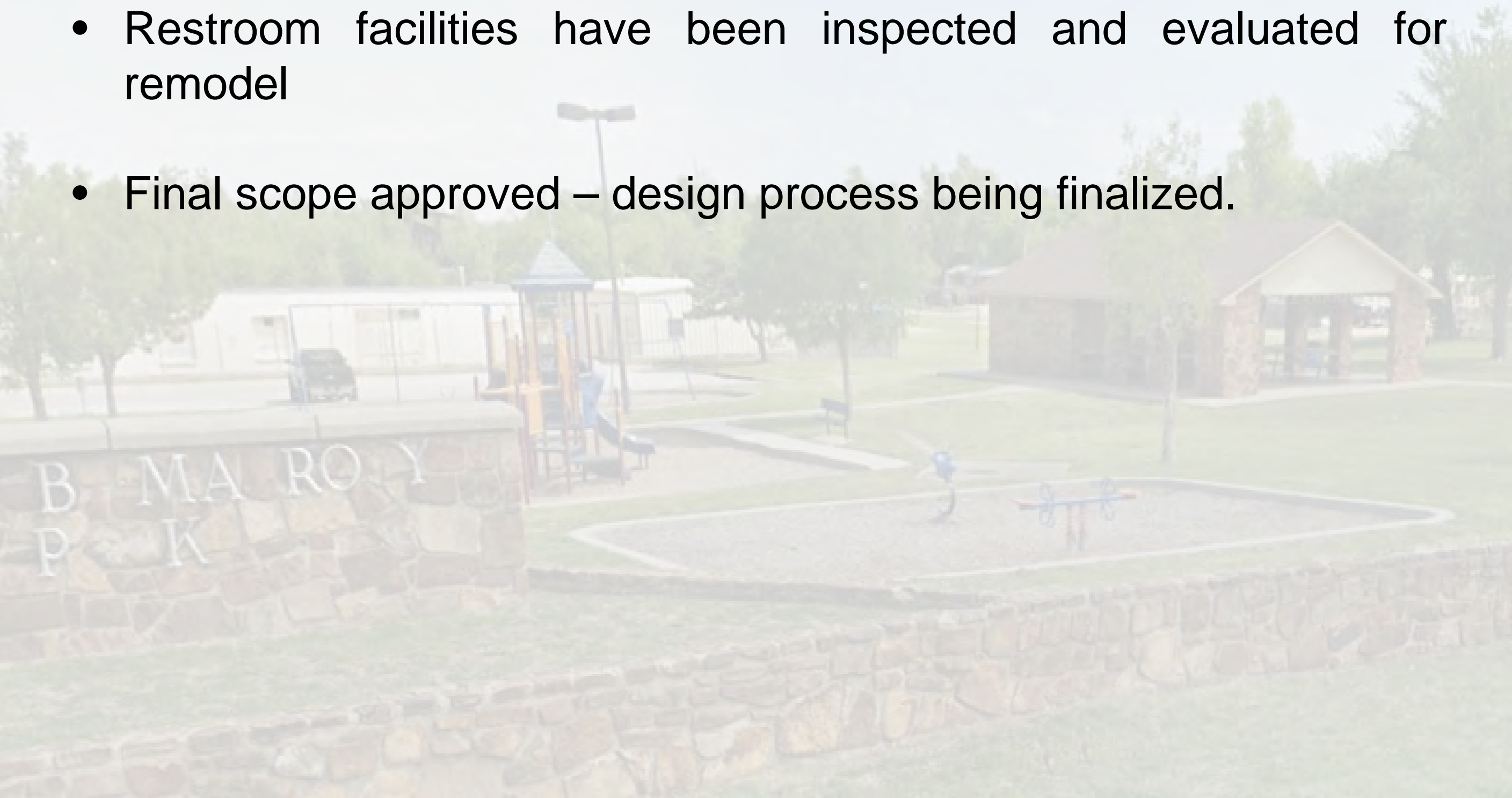
MACRORY PARK

CITY OF BETHANY



Acquiring and improving playground equipment, and constructing or remodeling restroom facilities

- Restroom facilities have been inspected and evaluated for remodel
- Final scope approved – design process being finalized.



PROPOSITION 2-E RON CLARK PARK

CITY OF BETHANY



Acquiring and improving playground and equipping dog park facilities

- Proposed parking lot
- Proposed fencing for small and large dog park
- \$40,000 TSET Grant to help fund park improvements



PROPOSITION 2-F

CECIL MENDENHALL PARK

CITY OF BETHANY



Improving but not limited to constructing restroom facilities

- Funding sources to include 2016 G.O. Bond for restroom and fencing improvements
- New restroom location identified
- Final design underway
- Advertising for bids on November 14, 2023

PROPOSITION 3-A FIRE STATION

CITY OF BETHANY



Enlarging, remodeling, renovating, equipping and furnishing, but not limited to remodel, renovation, parking lot, sidewalks, architectural and engineering

- Design contract awarded to Troy D. Rhodes and Company
- Construction Management Contract awarded to Lippert Brothers, Inc.
- Final design documents under review for bidding

PROPOSITION 3-B

POLICE HEADQUARTERS – BUILDING ADDITION

CITY OF BETHANY



Enlarging, remodeling, renovating, equipping and furnishing, but not limited to repairing and replacing the existing roof and enlarging, renovating and equipping the evidence room.

- Design complete
- Bids Received: September 12, 2023

Low Bidder: Holland Construction, LLC. - \$358,800

PROPOSITION 3-B

POLICE HEADQUARTERS – ROOF REPLACEMENT

CITY OF BETHANY



Enlarging, remodeling, renovating, equipping and furnishing, but not limited to repairing and replacing the existing roof and enlarging, renovating and equipping the evidence room.

- Design complete
- Bids Received: August 30, 2023

Low Bidder: Heritage Hills Commercial Services, LLC. - \$431,950



PROPOSITION 3-C

ANIMAL SHELTER

CITY OF BETHANY



Repairing, renovating, equipping and furnishing the existing animal shelter facility within the City of Bethany located at 5100 North College Avenue

- Geotechnical soil boring - complete
- Footing recommendations - complete
- Survey - complete
- A sanitary sewer has been found that was not shown on any city atlas that is currently under part of the building. Plans to realign the sanitary sewer are complete and have been submitted to the ODEQ for approval.
- Building expansion under design, conceptual drawings have been reviewed by the Police Department and comments are being included in the plans.

PROPOSITION 4-A DRAINAGE

CITY OF BETHANY



Constructing, improving, enlarging, engineering, equipping, and repairing storm drainage facilities within the City of Bethany. These projects may be completed in phases and funds provided by other governmental agencies and other sources may be used to complete these projects.

- Identifying and prioritizing CMP's under pavement
- Identifying additional funding sources



American Rescue Plan Act funded Water Meter Replacement Matching \$1,500,000 Grant

- Project approved by OWRB on June 20, 2023, plans advertised for bids
- Pre-bid meeting held June 21, 2023
- Bids were opened on June 29, 2023
- Phase 1 bid awarded at City Council on July 18, 2023 to S.W. Water Works in the amount of \$2,544,540.00
- Construction anticipated to begin October 2023 with completion in April 2024
- New ultrasonic meters are already being installed with new construction projects in the City.
- Phase 2 County ARPA funded project under design

ARPA FUNDED PROJECTS

SANITARY SEWER REPLACEMENT

CITY OF BETHANY



American Rescue Plan Act funded Sanitary Sewer Replacement on Peniel, in the amount of \$3,372,692

- Project includes lift station and sanitary sewer line replacement
- Video of existing sewer line underway, with anticipated completion in the fall of 2023
- Survey to include areas of failed sewer identified in the video
- Design anticipated to be complete by Spring 2024, and submitted to ODEQ
- Construction contract award anticipated Summer 2024

ARPA WELL & WELLFIELD IMPROVEMENTS

CITY OF BETHANY



- Existing wellfield production 3.01 MGD
- Re-drilling water wells to increase production by 1.1 MGD
- 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 IMPROVEMENTS TO SH-66

(NW 39TH EXPRESSWAY) N. ASBURY AVE. TO N.DONALD AVE.

CITY OF BETHANY



Proposed Improvements

- Improve Pedestrian Access and Safety, ADA compliant
- Improve Intersection Operations with video detection with new controllers and protected/permissive left turns
- Replace poles with decorative poles
- Improve safety on SH-66 by eliminating on-street parking on north side of SH-66
- Utility coordination meeting completed
- Plans complete and submitted to ODOT for October letting
- Construction anticipated to begin in early 2024

BETHANY CITY COUNCIL

From: Elizabeth Gray
Date: 9/28/23
Subject: Utility Rates Presentation, Discussion and Public Hearing

BACKGROUND

Earlier this year several council members requested the City Manager conduct a rate study and bring a possible recommendation for an increase in rates. On August 1, 2023, the council, received a utility rates presentation by Finance Director Michael Vaughn that shows the city has an operating deficit spending of 1.26M. (see attached). During this time, the City Manager enlisted the services of Jon Wolff with Municipal Financial Consultants to prepare a rate model for the council to consider (see attached).

On September 28, 2023, Mr. Wolff gave a presentation and explained the model. Mr. Vaughn has prepared a resolution and rate table for the council to discuss and consider. This resolution and rate table can be modified if needed at the discretion of the council. Mr. Wolff will give a second presentation for the benefit of both the council and the public.

The proposed rate resolution also provides for an annual automatic escalator after year one based on CPI not to exceed 6%.

RECOMMENDATION

1. As develops during the meeting.

ADDITIONAL COMMENTS

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

City of Bethany
Billing Analysis Summary

Rate Analysis

Water Utility

	Existing Rate Charge	Proposed Rate Charge
Residential		
Base Rate (Includes 1st 1000 Gallons)	17.82	19.60
Volumetric (Next 9000 Gallons)	3.25	4.63
Volumetric (Next 10000 Gallons)	3.69	6.64
Volumetric (Over 20000 Gallons)	4.43	8.86

Commercial

Base Rate (Includes 1st 1000 Gallons)	18.82	20.70
Volumetric (Next 9000 Gallons)	3.25	4.63
Volumetric (Next 10000 Gallons)	3.69	6.64
Volumetric (Over 20000 Gallons)	5.19	10.38

Projected Additional Revenues Generated from Adjustment \$ 1,268,808

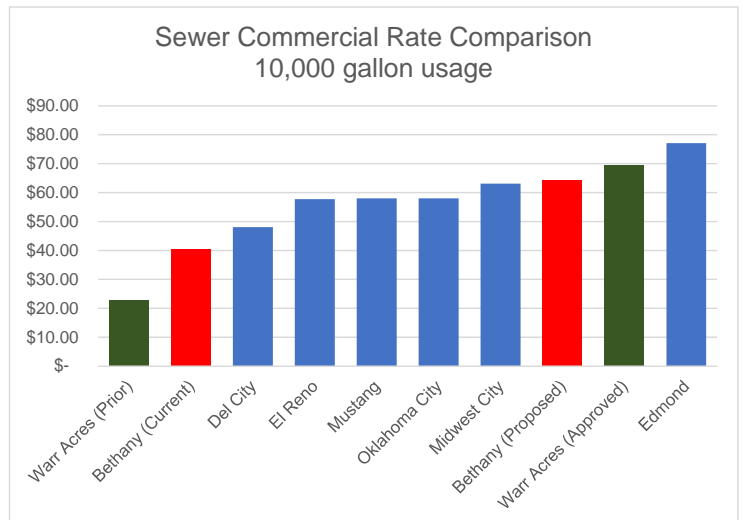
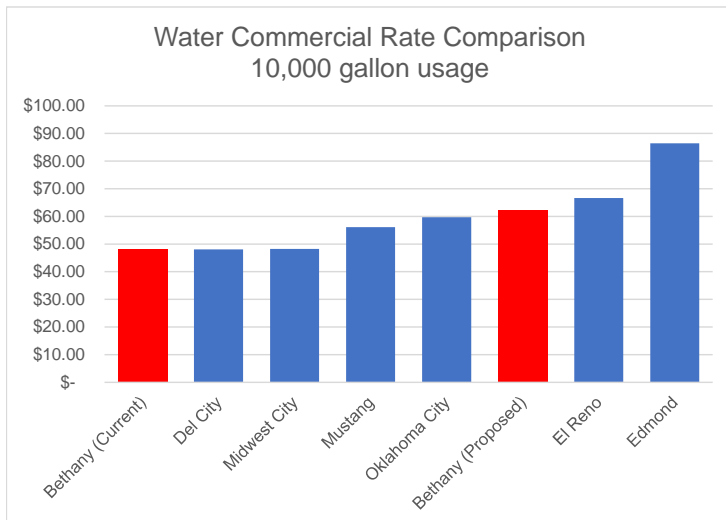
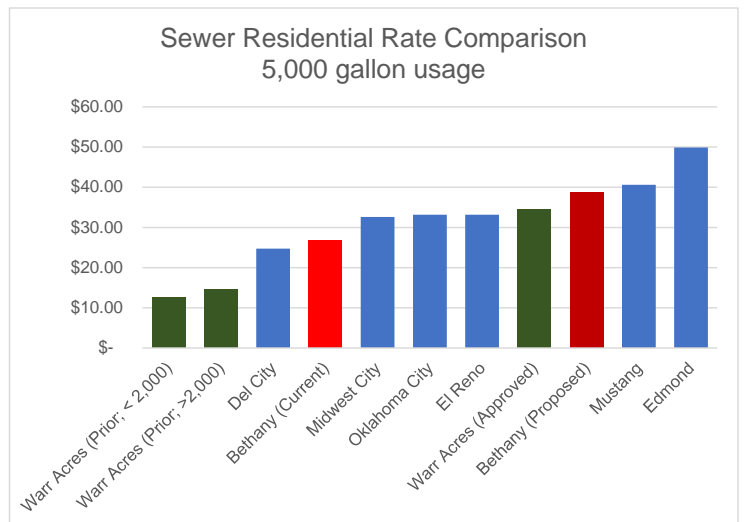
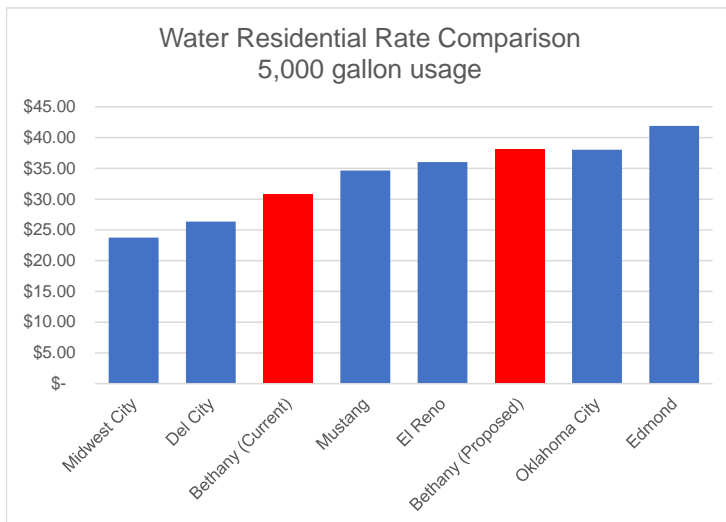
Sewer Utility

	Existing Rate Charge	Proposed Rate Charge
Residential		
Base Rate (Includes 1st 1000 Gallons)	15.79	17.37
Volumetric (Per 1000 Gallons)	2.17	4.25

Commercial

Base Rate (Includes 1st 1000 Gallons)	17.12	18.83
Volumetric (Per 1000 Gallons)	2.32	4.55

Projected Additional Revenues Generated from Adjustment \$ 1,500,088



Infrastructure and Operational Demands

Operating Deficiency - July Utility Rate Presentation Annual Demand
\$ 1,264,676

Water System Infrastructure\Capital Needs (20 Year Projection)

	Cost Estimate	ARPA Funded	Annual Utility Revenue Funded	Debt Funded
Water Well Field Rehab	4,600,000	4,600,000	-	-
AMR	3,000,000	1,500,000	-	1,500,000
Water Service Line Replacement	6,350,000	-	-	6,350,000
Waterline Replacement (Up to 12")	20,250,000	-	-	20,250,000
WTP (2 Million Gal Tank)	750,000	-	-	750,000
BPS (2 Million Gal Tank)	1,050,000	-	-	1,050,000
Elevated Storage Tanks	1,750,000	-	-	1,750,000
WTP Minor Improvements	235,000	-	235,000	-
Booster Pump Station - New Pumps and Motors	2,500,000	-	-	2,500,000
Well Field Maintenance	950,000	-	950,000	-
Total	41,435,000	6,100,000	1,185,000	34,150,000

Sewer System Infrastructure\Capital Needs (20 Year Projection)

Bethany Warr Acres WWTP Improvement Needs

Hypothetical WWTP Infrastructure Costs (to be determined from Cowan Report)	Bethany Portion (2/3)
5,000,000	3,333,333
10,000,000	6,666,667
16,250,000	10,833,333
30,000,000	20,000,000
40,000,000	26,666,667

Aggregate Debt Funded	5,000,000	\$ 37,483,333	
	10,000,000	40,816,667	
	16,250,000	44,983,333	1,501,735
	30,000,000	54,150,000	
	40,000,000	60,816,667	

Aggregate Annual Needs	\$ 2,766,411
Revenues from Water Rate Adjustment	\$ 1,268,808
Revenues from Sewer Rate Adjustment	\$ 1,500,088
Over/(Short)	\$ 2,486

* Above projections are based on the BWA sewer infrastructure costs of \$16,250,000. This does not include Bethany sewer line and lift station improvements or future ambulance service increases.

RESOLUTION NO. 1682

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BETHANY ESTABLISHING UTILITY RATES FOR WATER, SEWER, AND SOLID WASTE SERVICES; AND DECLARING AN EFFECTIVE DATE OF NOVEMBER 1, 2023.

WHEREAS, Chapter 50, Sections 50.02 and 50.03 and Chapter 51, Section 51.05 of the Bethany Code of Ordinances provides for the City Council of the City of Bethany to set utility rates and charges for water, sewer, and solid waste services; and

WHEREAS, the attached Exhibit A – Monthly Water Rates, Exhibit B- Monthly Sewer Rates and Exhibit C – Monthly Solid Waste Rates represent the current rate structure for water, sewer, and solid waste services for the City of Bethany and the same should be adopted and approved.

NOW, THEREFORE LET IT BE RESOLVED, by the Mayor and City Council of the City of Bethany that the rates and charges for water, sewer and solid waste services contained in Exhibits A, B and C are hereby adopted and incorporated by reference, shall become effective November 1, 2023. These rates will automatically be increased annually, each November 1 by the amount of the increase in the Consumer Price Index – All items in the South Region, as published by the U.S. Bureau of Labor Statistics, with a minimum annual increase of 3% and a maximum increase of 6%. These provisions shall remain in force until modified as provided in the Ordinances of the City of Bethany.

*****END*****

The undersigned hereby certify that the foregoing resolution was duly adopted and approved by the Mayor and City Council of Bethany on the 3rd day of October 2023.

MAYOR

Attest:

CITY CLERK

Approved as to form and legality on October 3, 2023.

CITY ATTORNEY

City of Bethany, Oklahoma

Monthly Water Rates

Effective November 1, 2023

		Base Rate per Unit of Business	+	Per 2,000 Gallons for 1,000 to 10,000	+	Per 1,000 Gallons for 11,000 to 20,000 Gallons	+	Per 1,000 Gallons in excess of 20,000 Gallons
Class	Description							
	Within City Limits							
I	Single Family Residential	\$19.60		\$4.23		\$6.27		\$7.75
II	Multifamily Residential	\$19.60		\$4.23		\$6.27		\$9.08
III	Commercial and Institutional	\$20.70		\$4.23		\$6.27		\$9.08

In the event that Bethany must open the Oklahoma City emergency water valves, there would be a \$6.50 per 1,000 gallons surcharge to every 1,000 gallons over 20,000 gallons to cover the increase in our costs.

Class	Description							
	Outside City Limits							
I	Single Family Residential	\$20.70		\$5.53		\$7.97		\$9.50
II	Multifamily Residential	\$20.70		\$5.53		\$7.97		\$9.50
III	Commercial and Institutional	\$20.70		\$5.53		\$7.97		\$9.50

In the event that Bethany must open the Oklahoma City emergency water valves, there would be a \$6.50 per 1,000 gallons surcharge to every 1,000 gallons over 20,000 gallons to cover the increase in our costs.

1. Base Rate includes 1,000 gallons of water.
2. These rates become effective the first billing cycle after November 1, 2023.

City of Bethany, Oklahoma

Monthly Sewer Rates

Effective November 1, 2023

		Base Rate	Per 1,000 Gallons of Water Usage	Flat Rate (No Water)	
Class	Description				
Within City Limits					
I	Single Family Residential	\$17.37	\$4.25	\$29.43	
II	Mutlifamily Residential	\$17.37	\$4.25	\$29.43	
III	Commercial and Institutional	\$18.83	\$4.55	\$33.09	
Class	Description				
Outside City Limits					
I	Single Family Residential	\$18.85	\$4.66	\$31.96	
II	Mutlifamily Residential	\$18.85	\$4.66	\$31.96	
III	Commercial and Institutional	\$20.34	\$5.06	\$34.53	

Example of Monthly Sewer Bill-Single Family Residential (Within City Limits):

Average Winter Water Consumption	# of Units	Base Rate	# of units X Per 1000 Rate	Total
5000 Gallons	5	17.37	4.25x5=21.25	38.62

City of Bethany, Oklahoma
Monthly Solid Waste Rates
 Effective May 1, 2020

Class	Description	Base Rate 1st Poly Cart	Base Rate 2 nd Poly Cart	Base Rate 3 rd Poly Cart
Within City Limits				
I	Single Family Residential	\$21.94	\$2.50	7.50
II	Multi-Family Residential	\$21.94	\$2.50	7.50
III	Commercial and Institutional	\$28.65	2.50	7.50
Outside City Limits				
Class	Description	Base Rate 1st Poly Cart	Base Rate 2 nd Poly Cart	Base Rate 3 rd Poly Cart
Outside City Limits				
I	Single Family Residential	\$24.71	\$2.50	7.50
II	Multi-Family Residential	\$24.71	\$2.50	7.50
III	Commercial and Institutional	\$31.43	2.50	7.50

*** Seasonal Poly Carts are \$7.50 per cart, per month.**

DUMPSTERS		
Description	Base Rate 1 Yard Dumpster	Base Rate 2 Yard Dumpster
2 Pick Ups	\$71.76	\$80.96
3 Pick Ups	\$101.04	\$114.20
4 Pick ups	\$130.28	\$147.45
Extra Dumpster		
2 Pick Ups	\$53.90	\$60.16
3 Pick Ups	\$75.81	\$85.19
4 Pick Ups	\$97.69	\$110.23
Rental		
1-Time Setting Fee	\$10.00	\$10.00
Dumping Fee-Per Dump	\$38.00	\$38.00

Utility Rate Overview

City of Bethany City Council Meeting

August 1st, 2023

Information for Initial Discussion

1

- This presentation is designed to “get the ball rolling” on a conversation about raising rates.
- The actual details of what capital projects need to be considered, the financing of those projects, and the amount of rate increases for the needed revenue will be discussed at future meetings.
- Municipal Finance Services will conduct calculations of different rate and financing scenarios and present their findings.

2

Utility Rate Changes- How did we get here?

3

March 2020 – City Engineer presents Utility Cost Analysis
City Manager presents \$30 increase per account
City Council Adopts \$30 increase

April 2020 - \$30 Increase takes effect
City Council reduces increase to \$16 per account

May 2020 - \$16 Increase takes effect

4

Bethany Utility Services Minimum Amounts effective 5-1-2020

	Previous Amt	Increase	Current Amt
Water	12.49	5.33	17.82
Sewer	10.46	5.33	15.79
Trash	<u>16.60</u>	<u>5.34</u>	<u>21.94</u>
Total	39.55	16.00	55.55

Note: Stormwater fees and EMS Services are additional fees.

5

Bethany Utility Rates for Average User (5000 Gallon Water Usage & 2 Polycarts)

	Previous Amt.	Cost Study Break Even*	Current Amt.
Water	25.49	30.85	30.82
Sewer	21.31	25.67	26.64
Trash	<u>19.10</u>	<u>18.76</u>	<u>24.44</u>
Total	65.90	75.28	81.90

*Does not include General Fund Subsidy

6

City Cost Comparisons for Average User Including Misc. Fees

		Difference
Bethany	87.50	--
Yukon	88.64	1.14
Mustang	101.11	13.61
OKC	97.41	9.91
Piedmont	103.90	16.40
Midwest City	78.48	-9.02
El Reno	96.97	9.47
Edmond	121.01	33.51

7

Automatic Escalators

- Mustang has an annual 2% or CIP increase, whichever is greater.
- Oklahoma City has a 10% annual increase in per 1000 gallon water rates through 2026.
- Edmond has been raising water and sewer rates every year for the past 5 years. The rate was raised 5% from 2022 to 2023.
- Oklahoma City's escalator varies by water usage, but the average user will see about a 4% increase per year.
- Yukon does not have an automatic escalator, but bills include a \$20 OKC water subsidy fee
- Piedmont bills include a \$7 Capital Improvement Fee

8

How are Utility Rates Calculated?

- Operational Costs
- Debt Service
- Capital Improvements
- Subsidy to City Operations

9

PWA Operating Costs and Debt Service Per 2024 Budget

• Administration & Finance	\$ 712,100
• Sanitation	2,169,976
• Water Plant	2,167,158
• Water Line	484,500
• Sewer Line & Treatment	2,232,400
• Fleet Maintenance	133,624
• Contingency	250,000
• Debt Service	<u>1,365,000</u>
	\$9,514,658

10

Capital Improvements

TEIM Design has produced a very preliminary 5 year Capital Improvement Plan which would call for continued investment in rehabilitating our Sanitary Sewer system, as well as Replacing aging water lines. These items would total \$ 875,000, as well as costs to replace the aging water meters with new automatic meters are expected to total \$4,825,000 (not including the \$1,500,000 matching ARPA grant project currently scheduled). This would result in a minimum Capital Improvement annual investment of \$1,140,000 for the next 5 years.

General Obligation Bonds are generally not used for Utility improvements, as rates are designed to pay for these items. The burden of paying for GO Bonds rests solely with the property owner, whereas rate increases are spread throughout the population.

11

Historical General Fund Transfer Amounts

FY 2020	\$ 2,200,000
FY 2021	\$ 1,782,014
FY 2022	\$ 2,599,875
FY 2023	\$ 2,515,470
FY 2024*	\$ 2,150,000
Average	\$ 2,249,472
*Budgeted	

12

Total Annual Costs	
Operating and Debt Service	\$ 9,514,658
Avg. Transfer to General Fund	\$ 2,249,472
Capital Improvements	<u>\$ 1,140,000</u>
Total	\$12,904,130
Current Annual Income	\$10,499,454
Shortfall	\$ 2,404,676

13

Other Considerations

14

Bethany has approximately 7,000 water meters, the majority of which are 20+ years old. Aging water meters tend to slow down and even completely stop reading water consumption. We have identified at least 225 water meters that are likely “dead” meters.

Cities who have replaced their aging meters have reported as much as a 15% increase in the amount of water billed. In Bethany’s case this could result in an increase of water revenue of \$600,000.

15

- Costs shown based on FY 24 estimates. The costs of hiring and retaining employees have risen dramatically, as well as costs of utilities, fuel, chemicals and many other budgetary items. Annual inflation will need to be considered when making any future cost projections.
- The five-year capital improvement plan is strictly preliminary and still does not address some major issues that may need to be addressed through future grants, increased rates or OWRB loans.
- The Bethany-Warr Acres Public Works Authority is expected to raise the rates it charges the cities for sewer treatment. It is unknown at this time how much that increase will be, but it’s expected to be significant.

16

Options for Raising Rates

17

When rates were raised in 2020, each base rate for water, sewer and sanitation was raised \$5.33 to make up the \$16 per citizen increase adopted by the Council. This was an easy adjustment to make, however not the only option and did not account for the needs of the future.

18

The City of Bethany has a 4-tier water rate structure. The base rate which includes 1000 gallons of water, the next 9000 gallons, then the next 10,000 gallons, and then consumption above 20,000 gallons. Any of these rates can be adjusted individually. Also, we have three classifications – residential, multifamily residential and commercial. Any of these can be adjusted as well.

		Base Rate per Unit of Business	+	Per 1,000 Gallons for 1,000 to 10,000 Gallons	+	Per 1,000 Gallons for 10,000 to 20,000 Gallons	+	Per 1,000 Gallons in Excess of 20,000 Gallons
Class	Description							
	Within City Limits							
I	Single Family Residential	\$17.82		\$3.25		\$3.69		\$4.43
II	Multifamily Residential	\$17.82		\$3.25		\$3.69		\$4.43
III	Commercial and Institutional	\$18.82		\$3.25		\$3.69		\$5.19
In the event that Bethany must open the Oklahoma City emergency water valves, there would be a \$6.50 per 1,000 gallons surcharge to every 1,000 gallons over 20,000 gallons to cover the increase in our costs.								
Class	Description							
	Outside City Limits							
I	Single Family Residential	\$18.82		\$4.25		\$4.69		\$5.43
II	Multifamily Residential	\$18.82		\$4.25		\$4.69		\$5.43
III	Commercial and Institutional	\$19.82		\$4.25		\$4.69		\$5.43
In the event that Bethany must open the Oklahoma City emergency water valves, there would be a \$6.50 per 1,000 gallons surcharge to every 1,000 gallons over 20,000 gallons to cover the increase in our costs.								

1. Base Rate includes 1,000 gallons of water.
2. These rates become effective the first billing cycle after May 1, 2020.

19

- If the Council wishes to minimize the impact on elderly and low-income households (which typically use less water) the base rate could be minimally adjusted, and the higher consumption tiers could be adjusted to compensate.
- Sewer rates have a similar tiered structure, and therefore could be adjusted accordingly.
- As mentioned, Municipal Finance Services will be giving a more detailed presentation on specific financing and rate options.

20

City of Bethany, Oklahoma

Monthly Water Rates

Effective May 1, 2020

		Base Rate per Unit of Business	+	Per 1,000 Gallons for 1,000 to 10,000 Gallons	+	Per 1,000 Gallons for 10,000 to 20,000 Gallons	+	Per 1,000 Gallons in Excess of 20,000 Gallons
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1. Base Rate includes 1,000 gallons of water.
2. These rates become effective the first billing cycle after May 1, 2020.

City of Bethany, Oklahoma
 Monthly Sewer Rates
 Effective May 1, 2020

		Base Rate	Per 1,000 Gallons of Water Usage	Flat Rate (No Water)
Class	Description			
	Within City Limits			
I	Single Family Residential	\$15.79	\$2.17	\$26.75
II	Multifamily Residential	\$15.79	\$2.17	\$26.75
III	Commercial and Institutional	\$17.12	\$2.32	\$30.05

Class	Description			
	Outside City Limits			
I	Single Family Residential	\$17.14	\$2.38	\$29.05
II	Multifamily Residential	\$17.14	\$2.38	\$29.05
III	Commercial and Institutional	\$18.49	\$2.58	\$31.39

Example of Monthly Sewer Bill-Single Family Residential (*Within City Limits*):

Average Winter Water Consumption	# of Units	Base Rate	# of Units Times Per 1,000 rate	Total Sewer Bill
5000 Gallons	5	15.79	$2.17 \times 5 = 10.85$	$15.79 + 10.85 = \underline{26.64}$

City of Bethany, Oklahoma
Monthly Solid Waste Rates
 Effective May 1, 2020

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Rental		
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Dumping Fee-Per Dump	\$38.00	\$38.00

BETHANY CITY COUNCIL

From: Robert Ray Jones, Jr., City Attorney
Date: September 28, 2023
Subject: Charter Review Committee recommendations

BACKGROUND

The Charter Review Committee was convened to examine the Charter and make recommendations to the City Council pursuant to Charter Section 9-2. As a result of the Charter Review, the Committee make six recommendations to the City Council.

1. Section 2-2 COUNCIL QUALIFICATIONS: The committee vote on this item was split 3-2. There was debate regarding whether to change the number of council members. The two competing thoughts were (1) the current number of council members was functioning and provided more than adequate representation among the four wards; and (2) the number of council members should be reduced to make regular meetings more efficient, to reflect the number of members in other similar sized cities, and to provide a single point of contact for constituents in each of the wards.
2. Section 2-6 COUNCIL: POWERS: The committee vote on this item was unanimous. The City of Bethany is formed as a council-manager form of government. Our Charter specifically grants the City Manager the sole power to appoint and remove administrative heads, officers and employees of the city for the good of the service at Charter Section 3-3. “Good of the Service” is a legally fancy way to say that the city’s employment relationships are at-will – meaning either the City or the employee may terminate the employment contract at any time, for any reason that is not contrary to Oklahoma law. The Charter at section 2-6 authorizes the creation of a personnel board, which is a creature of just cause employment – meaning you cannot terminate the employment of any person without providing due process procedures and hearings, and termination may not occur without adequate and sufficient cause and reason. Personnel boards and departments are part and parcel to Strong Mayor-Council forms of government in Oklahoma, as established at Title 11 Oklahoma Statutes section 11-118. The Charter provisions at 2-6 and 3-3 cannot co-exist. Since the State of Oklahoma is an “at-will” employment state and City-Manager form of government is matched with “at-will” employment, the Committee unanimously voted to change Section 2-6, which authorized the City of Bethany to create a personnel board.
3. Section 2-11 MAYOR AND COUNCIL REMOVAL: The committee vote on the changes to this Charter section was unanimous. A new section was added to this charter provision creating a Recall procedure that could be utilized by the citizens of the City of Bethany. The discussion of the elements of the recall provision occurred over several weeks in part to tune the align the procedure to the city’s population and voter activity. In order to begin the process for recall, there first must be an affidavit filed by a person or persons representing 100 qualified electors. The process provides for the petition to identify the reason or reasons that the incumbent should

BETHANY CITY COUNCIL

be recalled and an opportunity for the incumbent to respond. In order for a recall election to be called, the petition must contain 33 1/3 per cent of the total number of votes cast for the Councilmember or for the city-at-large for Mayor.

4. Section 4-3 PURCHASES AND SALES. The committee vote on the changes to this Charter section was unanimous. Currently, the City's charter requires that any surplus or obsolete supplies, materials, and equipment must be sold through competitive bidding. Oftentimes, this results in items being sold through third-party auctioning services such as e-bay. Unfortunately, this bidding process often generates sales less than market value. The Oklahoma Supreme Court has held that municipalities may transfer supplies, materials, and equipment for other property and/or services. Our Charter currently does not permit this.
5. Section 7-5 CONFLICT OF INTEREST. The committee vote on the changes to this Charter section was unanimous. The committee felt subpart (c) could use some further minor definition. Similar provisions were examined from all of the states, and the following language was added to demonstrate what could be a direct personal or private interest as stated by the Charter: "including financial and other interests, or engages in a business transaction or professional activity, or incurs any obligation of any nature that is in substantial conflict with the proper discharge of the officer's duties"
6. Section 7-9.1 REMOVAL/OUSTER OF COUNCILMEMBERS AND MAYOR. The committee vote on the changes to this section were unanimous. Additional language was added to this Charter provision so as to eliminate any confusion with the creation of the Recall provision in the newly proposed Section 2-11 (B).

Our ordinances at Section 32.096 (D) state: the Charter Review Board "may prepare and propose any amendments to the Charter to be delivered to the City Council for approval to submit to the people at a general or special election." Before any of these proposed amendments may be placed on a general or special election, the Council will have to approve the changes. Any proposed charter provision not approved by the Council could still be explored by the citizens by petition and referendum.

On April 19, 2022, the City Council considered item number 15 on the agenda which was a public hearing item: presentation of proposed amendments to the City of Bethany Charter by the Appointed Charter Review Board. No citizen made any public comment regarding the changes. A motion was made to conduct a workshop of the recommendation. The motion was unanimously approved.

On May 11, 2022, the City Council conducted a workshop in a special meeting to discuss the proposals submitted by the Charter Review Committee. Some changes were considered with respect to the recall provision for the charter with respect to number and language to be included regarding the form of petition. However, there was no action taken on any of the items by council.

The minutes for the April 19, 2022 City Council meeting were approved during the May 3, 2022 Session of City Council. The May 11, 2022 minutes of the special meeting were approved by City

BETHANY CITY COUNCIL

Council on May 17, 2022. The City Council has not conducted any further meetings with respect to the Charter Review Committee's recommendations. The City Council, accordingly has not taken any action regarding this matter and it thus remains open for action by the City Council.

Chris Powell inquired about a course of action that could be taken with the charter review committee's recommendations and requested these matters be placed on the agenda for discussion and possible action.

RECOMMENDATION

1. The City Attorney recommends that sections 2-6 be approved because section 2-6 is in conflict with section 3-3 of the Charter and our form of government.
2. The City Attorney has no legal opinion on 2-11 and 7-9.1. However, the proposed provision should be altered to comport with Court of Appeals authority regarding notices that are required for circulated petition pursuant to Oklahoma Statute.
3. The City Attorney has no legal opinion on the Section 2-2, 4-3, and 7-5 other than the proposed changes are legally acceptable.



ADDITIONAL COMMENTS

NOTICE: On April 18, 2022, at or before 4:59 p.m., agenda was posted at the front doors of City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: cityofbethany.org. The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

BETHANY CITY COUNCIL MEETING

BETHANY CITY HALL

TUESDAY, APRIL 19, 2022

7:30 P.M.

MEMBERS PRESENT:	Nikki Lloyd Kathy Larsen Steve Palmer Brian Magirowsky Chris Powell Amanda Sandoval Matthew Goodwin Marilyn McPhail Jeff Knapp	Mayor Vice-Mayor Council Member Council Member Council Member Council Member arrived at 8:04 p.m. Council Member Council Member Council Member
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MEMBERS ABSENT: None

OTHERS PRESENT:	Elizabeth Gray Ray Jones Michael Vaughn Lesa LaMar	City Manager City Attorney City Clerk/Treasurer Deputy City Clerk (See Roster)
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ITEM NO. 1 on the agenda Mayor **CALL TO ORDER.**

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

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

The Invocation was given by Mayor Nikki Lloyd.

The Flag Salute was conducted by Council Member Goodwin.

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

- A. APPROVAL OF MINUTES FROM THE APRIL 5, 2022 REGULAR MEETING.**

Mayor Nikki Lloyd presented the Proclamation.

ITEM NO. 15 on the agenda PUBLIC HEARING ITEM: PRESENTATION OF PROPOSED AMENDMENTS TO THE CITY OF BETHANY CHARTER BY THE APPOINTED CHARTER REVIEW BOARD, DISCUSSION OF PROPOSED CHANGES AND AMENDMENTS AND POSSIBLE ACTION TO SUBMIT PROPOSED CHARTER AMENDMENTS TO A VOTE OF THE PEOPLE AT THE NEXT GENERAL ELECTION. (RAY JONES, CITY ATTORNEY)

A. ACKNOWLEDGMENT BY THE CHARTER REVIEW BOARD

Attorney Ray Jones and Mayor Lloyd recognized the board members that were present at the meeting.

B. PRESENTATION OF THE CHARTER REVIEW BOARD RECOMMENDATION BY THE CITY ATTORNEY

Last year the Charter Review Committee was convened to examine the Charter and make recommendations to the City Council pursuant to Charter Section 9-2. As a result of the Charter Review, the Committee make six recommendations to the City Council.

1. Section 2-2 COUNCIL QUALIFICATIONS: The committee vote on this item was split 3-2. There was debate regarding whether to change the number of council members. The two competing thoughts were (1) the current number of council members was functioning and provided more than adequate representation among the four wards; and (2) the number of council members should be reduced to make regular meetings more efficient, to reflect the number of members in other similar sized cities, and to provide a single point of contact for constituents in each of the wards.

2. Section 2-6 COUNCIL: POWERS: The committee vote on this item was unanimous. The City of Bethany is formed as a council-manager form of government. Our Charter specifically grants the City Manager the sole power to appoint and remove administrative heads, officers, and employees of the city for the good of the service at Charter Section 3-3. "Good of the Service" is a legally fancy way to say that the city's employment relationships are at-will – meaning either the City or the employee may terminate the employment contract at any time, for any reason that is not contrary to Oklahoma law. The Charter at section 2-6 authorizes the creation of a personnel board, which is a creature of just cause employment – meaning you cannot terminate the employment of any person without providing due process procedures and hearings, and termination may not occur without adequate and sufficient cause and reason. Personnel boards and departments are part and parcel to Strong Mayor-Council forms of government in Oklahoma, as established at Title 11 Oklahoma Statutes section 11-118. The Charter provisions at 2-6 and 3-3 cannot co-exist. Since the State of Oklahoma is an "at-will" employment state and City-Manager form of government is matched with "at-will" employment, the Committee

unanimously voted to change Section 2-6, which authorized the City of Bethany to create a personnel board.

3. Section 2-11 MAYOR AND COUNCIL REMOVAL: The committee vote on the changes to this Charter section was unanimous. A new section was added to this charter provision creating a Recall procedure that could be utilized by the citizens of the City of Bethany.

The discussion of the elements of the recall provision occurred over several weeks in part to tune the align the procedure to the city's population and voter activity. In order to begin the process for recall, there first must be an affidavit filed by a person or persons representing 100 qualified electors. The process provides for the petition to identify the reason or reasons that the incumbent should be recalled and an opportunity for the incumbent to respond. In order for a recall election to be called, the petition must contain 33 1/3 per cent of the total number of votes cast for the Councilmember or for the city-at-large for Mayor.

4. Section 4-3 PURCHASES AND SALES. The committee vote on the changes to this Charter section was unanimous. Currently, the City's charter requires that any surplus or obsolete supplies, materials, and equipment must be sold through competitive bidding. Oftentimes, this results in items being sold through third-party auctioning services such as e-bay. Unfortunately, this bidding process often generates sales less than market value. The Oklahoma Supreme Court has held that municipalities may transfer supplies, materials, and equipment for other property and/or services. Our Charter currently does not permit this.

5. Section 7-5 CONFLICT OF INTEREST. The committee vote on the changes to this Charter section was unanimous. The committee felt subpart (c) could use some further minor definition. Similar provisions were examined from all of the states, and the following language was added to demonstrate what could be a direct personal or private interest as stated by the Charter: "including financial and other interests, or engages in a business transaction or professional activity, or incurs any obligation of any nature that is in substantial conflict with the proper discharge of the officer's duties"

6. Section 7-9.1 REMOVAL/OUSTER OF COUNCILMEMBERS AND MAYOR. The committee vote on the changes to this section were unanimous. Additional language was added to this Charter provision so as to eliminate any confusion with the creation of the Recall provision in the newly proposed Section 2-11 (B).

C. PUBLIC COMMENT

No one spoke.

D. DISCUSSION

There was discussion on having a workshop to go over these in more of detail.

Attorney Jones recommends that we complete the process and finalize what will be placed on the ballot by the end of summer.

E. POSSIBLE ACTION

Motion was made by Council Member Palmer, seconded by Council Member Magirowsky to have a workshop on these recommendations. Yes votes: Sandoval, Larsen, McPhail, Lloyd, Palmer, Goodwin, Powell, Knapp, Magirowsky. No votes: None. Motion approved.

ITEM NO. 16 on the agenda **CONSIDERATION AND POSSIBLE APPROVAL OF ORDINANCE NO. 2025, AN ORDINANCE AMENDING TITLE XV OF THE BETHANY CODE OF ORDINANCES BY AMENDING CHAPTER 154 AND AMENDING SECTION 154.56 STORM DRAIN FACILITIES. (BRIAN MAGIROWSKY, COUNCIL MEMBER)**

A. PRESENTATION BY STAFF AND/OR INTERESTED PARTY.

City Attorney Jones stated, " I had a discussion with Mr. Magirowsky about this and he is a potential sponsor for this ordinance change however, we do not have a sponsor as of now".

This ordinance would require that 100-year storms would always be used in storm water calculations. Our current engineering team does rely on this however, it is not a requirement. This will help to address our water issues. This 100-year storm is the highest calculation used in engineering. This will help us for planning on the worst possible type of situation that the city may encounter. This would only apply to new development going forward.

Council Member Palmer stated that he would sponsor this item.

B. APPROVAL OF ORDINANCE NO. 2025 ON READING BY TITLE ONLY.

Motion was made by Council Member Palmer, seconded by Council Member Magirowsky to approve Ordinance No. 2025. Yes votes: Powell, Sandoval, Knapp, Goodwin, Larsen, Lloyd, Magirowsky, Palmer, McPhail. No votes: None. Motion approved.

C. APPROVAL OF SECTIONS 1-4 OF ORDINANCE NO. 2025.

Motion was made by Council Member Palmer, seconded by Council Member Magirowsky to approve Sections 1-4 of Ordinance No. 2025. Yes votes: Magirowsky, Sandoval, Powell, McPhail, Goodwin, Larsen, Lloyd, Knapp, Palmer. No votes: None. Motion approved.

NOTICE: On May 9, 2022 at or before 4:59 p.m., agenda was posted at the front doors of City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: cityofbethany.org. The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

BETHANY CITY COUNCIL

SPECIAL CALLED MEETING

BETHANY CITY HALL CONFERENCE ROOM

WEDNESDAY, MAY 11, 2022

7:00 P.M.

MEMBERS PRESENT:	Nikki Lloyd	Mayor
	Kathy Larsen	Vice-Mayor
	Chris Powell	Council Member
	Steve Palmer	Council Member
	Jeff Knapp <i>(arrived @ 7:18pm)</i>	Council Member
	Brian Magirowsky	Council Member
MEMBERS ABSENT:	Amanda Sandoval	Council Member
	Matthew Goodwin	Council Member
	Marilyn McPhail	Council Member
OTHERS PRESENT:	Elizabeth Gray	City Manager
	Ray Jones	City Attorney (See Roster)

CALL TO ORDER

- 1. WORKSHOP TO DISCUSS THE PROPOSED CHARTER CHANGES AND AMENDMENTS RECOMMENDED BY THE CHARTER REVIEW COMMITTEE TO PUT FORTH TO A VOTE OF THE PEOPLE AT THE NEXT GENERAL ELECTION.** *(RAY JONES, CITY ATTORNEY)*

Discussion only, no action taken.

ADJOURN

MAYOR

CITY CLERK

SECTION 2-2. COUNCIL: QUALIFICATIONS.

There shall be ~~two~~ one Councilmembers from each of the four (4) wards of the City. To become eligible as a candidate for Councilmember a person must, for at least one (1) year prior to filing a declaration of candidacy, be a registered voter and resident of the ward of the City. If a Councilmember ceases to be a resident of the ward in which he was elected, he shall thereupon cease to be a Councilmember.

SECTION 2-6. COUNCIL: POWERS.

Except as otherwise provided in this Charter, all powers of the City, including the determination of all matters of policy, shall be vested in the Council. Without limitation of the foregoing, the Council may:

1. Appoint and remove the City Manager as provided in this Charter;
2. By ordinance enact municipal legislation;
3. Raise revenue, make appropriations, regulate bond elections, the issuance of bonds, sinking funds, the refunding of indebtedness, salaries and wages, and all other fiscal affairs of the City subject to the provisions of the State Constitution and law and this Charter;
4. Establish or adopt a pension, retirement, and/or social security system or systems for any or all groups of the officers and employees in the service of the City, either alone or in cooperation with other municipalities, the state or federal government, or all;
5. Inquire into the conduct of any office, department, or agency of the City, and investigate municipal affairs;
6. Appoint and remove its own subordinates, ~~the members of the Personnel Board~~, the members of the Planning Commission, the Board of Adjustment and other quasi-legislative or quasi-judicial authorities, the members of the zoning authorities, now existing or when and if established, or prescribe the method of appointing or electing and removing them;
7. Grant pardons, including the remission of fines and costs upon the recommendation of the Municipal Judge;
8. Regulate elections and the initiative and referendum within the limits prescribed by the State Constitution and law and this Charter;
9. Regulate the organization, powers, duties, and functions of the Municipal Court and of the Minor Violations Bureau, when and if established, within the limits prescribed by the State Constitution and law and this Charter;
10. Create, change, and abolish all offices, departments, and agencies of the City other than the offices, departments and agencies established by this Charter; and assign additional functions and duties to offices, departments, and agencies established by the Charter;

11. Regulate or prohibit the keeping of domestic fowls, animals, and livestock within the City, and as a part of such regulation tax the owners and harborers of dogs;
12. Regulate the moving of buildings into, within, or through the City; provided that no such building shall be moved into, within, or through the City except on permit issued by the Planning Commission pursuant to such regulations as the Council may make;
13. To define, control, and prohibit public nuisances within the City of Bethany;
14. To determine all local matters of policy, except as may be prohibited by the Oklahoma Constitution.

Section 2-11 MAYOR AND COUNCIL REMOVAL

(A) REMOVAL AND OUSTER: The Mayor, Vice-Mayor, or any Councilmember may be removed from office for the willful violation of any provision of this Charter, or for any cause specified by applicable State law for the removal of officers, and by the method or methods prescribed thereby.

(B) RECALL OF ELECTIVE OFFICERS. The holder of any elective office may be recalled at any time after six months from the date of his or her accession to said office by the electors qualified to vote for the election of a successor to such incumbent, in the following manner:

1. AFFIDAVIT FOR RECALL PROCEDURE

- a. Before any petition for the recall of an officer is circulated for signatures, an affidavit proposing such recall shall be filed with the City Clerk and made by a person or persons representing at least 100 qualified electors, who shall be named in the affidavit. The affidavit shall also contain the reason or reasons for which the recall is sought, in not more than two hundred (200) words. Within five (5) days, the city clerk shall mail a copy of the affidavit by certified mail return receipt requested to the officer at his or her residential address. Within ten (10) days after the statement is mailed to the officer, the officer may make and file with the city clerk a written statement justifying his or her conduct in office, in not more than two hundred (200) words; and the city clerk on request shall deliver a copy to one of the persons filing the affidavit proposing the recall.

2. FORM OF THE PETITION

- a. The petition for recall shall include a demand that a successor to the incumbent sought to be recalled be elected, and shall also include before the space where the signatures are to be written the statement giving the reason or reasons for recall under the heading "STATEMENT FOR RECALL", and if the officer has filed a statement as authorized, the statement justifying his or her conduct in office under the heading, "STATEMENT AGAINST RECALL". The two statements shall be in letters of the same size. A copy of the petition shall be filed with the city clerk within thirty (30) days after recall proceedings are initiated by the filing of the affidavit and before the petition is circulated.

3. PETITION FOR RECALL PROCEDURE

- a. 33 1/3 per cent of the total number of votes cast in the city for the Councilmember, or for the city-at-large for Mayor at the last general municipal election must sign the petition.
- b. No petition shall contain more than 100 names, and each name shall be followed by the address of the petitioner. Petitions may be circulated only by registered qualified electors of the city; and the person who circulates each copy of the petition shall sign an affidavit on the copy stating that each signer signed the petition in his or her presence, that each signature on the petition is genuine, and that he or she believes each signer to be a registered qualified elector of the city.
- c. The circulated petition shall be filed with the city clerk not later than thirty (30) days after the filing of the copy as provided in part 2. The city clerk shall examine the filed petition and ascertain whether it has been prepared and circulated as required, and whether the required number of registered qualified electors of the

city have signed it. He or she shall then attach a certificate to the petition. If the certificate states that the petition has not been prepared and circulated as required and/or lacks a sufficient number of signatures, the petition shall have no effect. But, if the city clerk's certificate states that the petition has been prepared and circulated as required and has a sufficient number of signatures, he or she shall submit the petition and certificate to the council at its next regularly scheduled meeting and place it upon the agenda of the council.

4. RECALL ELECTION PROCEDURE

- a. The council, by resolution passed within fifteen (15) days after receiving the petition and certificate of the city clerk, shall order and fix the date for a recall election, which shall be held not less than forty (40) days, nor more than fifty (50) days, after passage of the resolution. The city clerk shall cause the resolution ordering the election to be published in full in a newspaper of general circulation within the city within ten (10) days after its passage; and such publication shall be sufficient notice of the election. The qualified electors of the city may vote in a recall election on the election of successors to more than one incumbent of an elective office.
- b. The recall election shall be an election to fill the office held by the incumbent sought to be recalled. Any qualified person, including the incumbent, may file as a candidate for the office. The candidate receiving the greatest number of votes in the recall election shall be elected. If a candidate other than the incumbent is elected, the incumbent shall be recalled from office effective as of the time when the result of the election is certified. The said successful candidate must qualify within one

month thereafter, and if he or she fails to do so, the office shall be vacant, and the vacancy shall be filled as set forth in Section 2-12 of the Charter. A candidate thus elected and qualifying shall serve for the unexpired term. If the incumbent is a candidate and receives the greatest number of votes, he or she shall continue in office without interruption; and recall proceedings may not again be initiated against the incumbent within one year after the election. If an incumbent resigns his or her position before a recall election is called, the vacancy in the office shall be filled as set forth in Section 2-12 of the Charter.

5. RECALLED INCUMBENT PREVENTED FROM REELECTION

- a. No person who has been recalled from an office, or who has resigned from such office while recall proceedings were pending against him or her, may hold any office or position of employment in the city government within three years after his or her recall or resignation.

SECTION 4-3. PURCHASES AND SALES.

The City Manager, subject to any regulations which the Council may prescribe, shall contract for and purchase, or issue purchase orders for, all supplies, materials, and equipment for the offices, departments, and agencies of the City government. Every such contract or purchase exceeding an amount to be established by ordinance shall require the prior approval of the Council. The City Manager also may transfer to or between offices, departments, and agencies, or sell surplus or obsolete supplies, materials, and equipment subject to such regulations as the Council may prescribe. Before the purchase of or contract for any supplies, materials, or equipment, or the sale of any surplus or obsolete supplies, materials, or equipment, ample opportunity for competitive bidding under such regulations and with such exceptions as the Council may prescribe shall be given; but the Council shall not except a particular contract, purchase, or sale from the requirement of competitive bidding as set forth by ordinance. Nothing in this Section shall prevent the Council from entering into an agreement to transfer surplus or obsolete supplies, materials, or equipment in exchange for realty, property, or services.

SECTION 7-5. CONFLICT OF INTEREST.

(a) Neither the Mayor, Councilmembers, the City Manager, nor any City employee shall sell or barter anything to the City or to a contractor to be supplied to the City; or make any contract with the City; or purchase anything from the City other than those things which the City offers generally to the public (i.e. utility services), and then only on the same terms as are offered to the public. Violation of this section shall constitute cause for removal from office or employment. Any violation of this section with knowledge, expressed or implied, of the person or corporation contracting with the City shall render the contract voidable by the City Manager or the Council. This subsection shall not apply in cases in which the City acquires property by condemnation.

(b) The Council, by ordinance or the City Manager by personnel rules, may further regulate conflicts of interest and ethics of officers and employees of the City.

(c) Any member of the Council or any board, commission, or other authority who has a direct personal or private interest including financial and other interests, or engages in a business transaction or professional activity, or incurs any obligation of any nature that is in substantial conflict with the proper discharge of the officer's duties -in any question before the body of which he is a member shall abstain from voting thereon. Violation of this section shall constitute cause for removal from office for members of any board, commission, or other authority of the City government. Provided, however, a violation of this section shall not affect the validity of any action taken by the City Council or any other board or commission of the City.

SECTION 7-9.1. REMOVAL/OUSTER OF COUNCILMEMBERS AND MAYOR.

The provisions of the Oklahoma Constitution and State Statutes applicable to removal of municipal public officers shall govern the removal of members of the City Council and Mayor as authorized in Section 2-11 (A) of this Charter. This provision does not restrict or otherwise affect the recall of elective officers as authorized in Section 2-11 (B) of this Charter.

BETHANY CITY COUNCIL

From: Robert Ray Jones, Jr.
Date: September 28, 2023
Subject: Staff request regarding possible ordinance or amendment to ordinances regarding short-term rentals.

BACKGROUND

AirB&B, Vrbo, Booking.com, Expedia, Vacasa, and many other businesses are providing platforms for others to generate revenue on their properties for short-term rentals. Bethany's current city ordinances that would pertain to short-term rentals are the entirety of Chapter 38 Taxation; Hotel/Motel Tax, some of the more pertinent sections are:

Chapter 38 TAXATION; HOTEL/MOTEL TAX § 38.62 DEFINITIONS

HOTEL. Any building(s), structure(s), trailer(s), or any other facility(ies) of any kind or nature, in which the public may, for consideration, obtain sleeping accommodations and in which two or more rooms are used for the accommodation of such guests (regardless of whether such rooms are located in one or several buildings, structures, trailers, or facilities). **The term shall include hotels, motels, tourist homes, houses, or courts of any kind or nature, lodging houses, inns, rooming houses, bed and breakfast inns, corporate lodgings, trailer houses, trailer motels, dormitory spaces where bed space is rented to individuals or groups, apartments of any kind or nature, and all other similar facilities where rooms or any other space with sleeping facilities are furnished for a consideration.** The term shall not include hospitals, sanitariums, or nursing homes.

Chapter 38 TAXATION; HOTEL/MOTEL TAX § 38.64 EXEMPTIONS

A permanent resident is exempted from the hotel tax. A permanent resident is someone who has resided in the hotel for a period longer than 30 days as defined in 38.62.

Chapter 38 TAXATION; HOTEL/MOTEL TAX § 38.67 CERTIFICATES OF REGISTRATION

Requiring Hotel operators to register with the Finance Director of the City

Some are also found in our Zoning Ordinances

CHAPTER 158: ZONING, 158.002 DEFINITIONS

HOME OCCUPATION. Any occupation carried on (owned) solely by the inhabitants of a dwelling which is clearly incidental and secondary to the use of the dwelling of dwelling purposes, which does not change the character thereof, and which is conducted entirely within the main building. The business/occupation shall be restricted to the providing or performance of services. No on-site wholesale or retail sales shall be permitted, but shall not include a beauty or barber shop, tearoom/restaurant, metal shop/cabinet shop; lawn mower repair; nursing home or clinic; doctor's or dentist's office; day-care center; auto repair; or landscaping.

APPENDIX A: PERMITTED USE TABLE

Hotel and Motels, however, are not permitted in Residential Zoning

Because the home occupation is a hotel/motel business, our ordinances would appear not to allow a homeowner to use their home for short-term rentals without a variance from Board of Adjustment. To seek a variance from the Board of Adjustment, a fee of \$344.00 for residents and \$625 for non-residents must be paid in addition to a \$150 fee for providing the statutorily required public hearing notice.

However, because our ordinances do not have a short-term rental provision, it is believed many people are operating such businesses without seeking a variance or making any inquiry with staff or legal.

Staff is aware that there are several locations in Bethany that are being utilized as short-term rentals. My brief examination of one commercial site showed eight listings within the City of Bethany.

Additionally, Staff have been frequently receiving inquiries and complaints about short-term rentals. The complaints regarding short-term rentals are largely related to parking, but also include noise violations. Staff's primary concern is how to address problems with respect to parking and noise violations. Who is responsible? The property owner, the renter, or both.

There are also potential safety concerns that could factor into short-term rentals, for example the number of occupants and fire egress.

Cities have handled the development of this new enterprise by both simple and complex ordinances based upon the needs of the city.

At a minimum, there should be some clarification provided in our ordinances as to the applicability of short-term rentals and their use as a home occupation. The primary reason being to remove the apparent zoning violation, which could result in a citation and to remove the need to seek a variance, which is expensive and could deter someone from pursuing such a home occupation.

But also, the City of Bethany's streets in many of our residential areas are narrow and congested. So, it may be additionally beneficial to have Planning and Zoning make some proposals on how best to handle this concern from a zoning perspective as well as establish some standards for who would be responsible for infractions at the short-term rental (Owner, Renter, both)

RECOMMENDATION

1. At the very least, there should be some amendment to the ordinances; but perhaps it would be beneficial to specifically draft a short-term rental ordinance.

ADDITIONAL COMMENTS



NOTICE: 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. 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 19, 2023

6:30 P.M.

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

Chairman Lloyd called the Bethany Public Works Authority meeting to order at 6:56 P.M.

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

- A. APPROVAL OF MINUTES FROM 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.**

Motion was made by Trustee Larsen, seconded by Trustee Plank to approve the Consent Docket. Yes Votes: Larsen, Palmer, Powell, Lloyd, McPhail, Plank, 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 OCTOBER 3, 2023.**

Chairman Lloyd adjourned the Bethany Public Works meeting at 6:56 P.M. until October 3, 2023.

CHAIRMAN

SECRETARY

BETHANY PUBLIC WORKS AUTHORITY

From: Michael Vaughn, Finance Director
Date: September 28, 2023
Subject: Claims List for the 10/03/2023 Bethany Public Works Authority Meeting

BETHANY PUBLIC WORKS AUTHORITY

FUND	AMOUNT
Bethany Public Works Authority	\$324,580.02
TOTAL	\$324,580.02

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$129,579.70
Bethany Public Works Authority	\$324,580.02
Bethany Hospital Trust	\$0.00
Bethany Development Authority	\$0.00
TOTAL	\$454,159.72

RECOMMENDATION

1. Approve the claims as presented.



P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 02.0 FINANCE						
24-48310	10-005702	TPS TECHNICAL PROGRAMMING	UTILITY BILLING SVC	9/2023	115680	2,321.08
24-48867	10-1715	TYLER TECHNOLOGIES	INCODE ANNUAL MAINT.	9/2023	025-438458	37,891.67
DEPARTMENT TOTAL:						40,212.75
DEPARTMENT: 08.1 PUBLIC WORKS - ADMIN						
24-48296	10-1068	ONG	MNTHLY SVC	9/2023	20230915	190.38
24-48418	10-3042	ACCURATE ENVIRONMENTAL	VOC 7 & 10 /BACT	9/2023	FH17078	736.00
24-48642	10-3042	ACCURATE ENVIRONMENTAL	VOC 7 & 10 AND BAC T'S	9/2023	F101012	1,104.00
DEPARTMENT TOTAL:						2,030.38
DEPARTMENT: 08.3 PUBLIC WORKS - SANIT						
24-48530	10-005350	FORCE PERSONNEL	TEMP HELP FOR SANITATION	9/2023	75649	5,029.35
24-48267	10-006081	CH&W COMMERCIAL TIRE, LLC	60 RECAPS & DIS/REMOUNT	9/2023	3-GS58153	1,440.00
24-48797	10-0225	GENUINE PARTS	10-O RINGS UNIT #92	9/2023	7092-042807	3.70
24-48821	10-0572	REDDY ICE CORP	75 BAGS OF ICE	9/2023	3850659010	37.89
24-48779	10-4005	INLAND TRUCK PARTS & SERVIC	UNIT 802	9/2023	IN-1458385	3,080.04
DEPARTMENT TOTAL:						9,590.98
DEPARTMENT: 08.4 PUBLIC WORKS - MAINT						
24-48814	10-005373	CARD SERVICES/P1	SUCTIONPUMP&TUBE BENDER	9/2023	0516205	29.23
DEPARTMENT TOTAL:						29.23
DEPARTMENT: 12.0 UTILITY - WATER PLANT						
24-48732	10-004725	RUCKER ELECTRIC INCORPORATE	CLARIFIER MOTOR REPAIR	9/2023	13046	290.00
24-48791	10-005373	CARD SERVICES/P1	PRINTER & BINDER	9/2023	4801019	289.89
24-48795	10-005373	CARD SERVICES/P1	TOILETPAPER, TRASHBAGS, SOA	9/2023	4937064	369.06
24-48826	10-005373	CARD SERVICES/P1	SUPPLIES & PPE	9/2023	2026606	159.93
24-48643	10-0091	BRENNTAG SOUTHWEST INC	2 TOTES OF AQUA AMMONIA	9/2023	BSW493562	1,823.50
24-48645	10-0091	BRENNTAG SOUTHWEST INC	4200 GALLONS OF BLEACH	9/2023	BSW493561	6,263.62
24-48651	10-0091	BRENNTAG SOUTHWEST INC	2 TOTES ALUMINUM	9/2023	BSW492864	2,712.00
24-48818	10-0091	BRENNTAG SOUTHWEST INC	4BBL SORTH POLYPHOSPHATE	9/2023	BSW495519	2,002.79
24-48821	10-0572	REDDY ICE CORP	75 BAGS OF ICE	9/2023	3850659010	37.87
24-48282	10-1063	OG&E	MNTHLY SVC	9/2023	20230912	5,704.00
24-48296	10-1068	ONG	MNTHLY SVC	9/2023	20230915	310.76
24-48652	10-1128	OK CITY WATER UTILITIES	TRCROSSTIES	9/2023	20230919	89,844.63
24-48772	10-1622	WESTLAKE ACE HARDWARE	TUBE FOR BLEACH PUMP	9/2023	3503728	79.00
24-48855	10-1622	WESTLAKE ACE HARDWARE	BUCKETS & ROPE	9/2023	3503743	47.92
24-48642	10-3042	ACCURATE ENVIRONMENTAL	VOC 7 & 10 AND BAC T'S	9/2023	F107078	300.00
24-48720	10-3919	MISSISSIPPI LIME	25 TONS OF LIME	9/2023	1690797	8,035.94
24-48852	10-3919	MISSISSIPPI LIME	25 TONS LIME	9/2023	1683891	8,279.33
DEPARTMENT TOTAL:						126,550.24

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 12.1		UTILITY - WATER LINE				
24-48760	10-004725	RUCKER ELECTRIC INCORPORATE	INSTALL LED AT UTILITIES	9/2023	13052	350.00
24-48814	10-005373	CARD SERVICES/P1	SUCTIONPUMP&TUBE BENDER	9/2023	0516205	336.08
24-48826	10-005373	CARD SERVICES/P1	SUPPLIES & PPE	9/2023	2026606	169.72
24-48698	10-1066	OKLAHOMA CONTRACTOR'S SUPPL	2 X 12 CLAMP	9/2023	0376412-IN	110.00
24-48701	10-1066	OKLAHOMA CONTRACTOR'S SUPPL	BRASS SADDLE	9/2023	0376413-IN	27.00
24-48754	10-1066	OKLAHOMA CONTRACTOR'S SUPPL	2- 2x20 REPAIR CLAMPS	9/2023	0376414-IN	200.00
24-48831	10-2123	HOME DEPOT CREDIT SVCS	PIPE WRENCH'S	9/2023	021315/8527306	79.32
24-48770	10-2530	IMPROVED CONSTRUCTION METHO	PAINT STICKS CAUTION TAPE	9/2023	037472	184.00
24-48681	10-2557	CORE & MAIN LP	2X7 CLAMP	9/2023	T525558	60.75
DEPARTMENT TOTAL:						1,516.87
DEPARTMENT: 12.2		UTILITY - SEWER				
24-48757	10-004725	RUCKER ELECTRIC INCORPORATE	19TH & COLLEGE	9/2023	12975	165.00
24-48760	10-004725	RUCKER ELECTRIC INCORPORATE	INSTALL LED AT UTILITIES	9/2023	13052	350.00
24-48813	10-004725	RUCKER ELECTRIC INCORPORATE	ELECTRICALWORK50THMCMILL	9/2023	12983	361.24
24-48282	10-1063	OG&E	MNTHLY SVC	9/2023	20230912	775.85
24-48398	10-1785	BETHANY-WARR ACRES PWA	SEWER PROCESSING	9/2023	AUG 2023	113,097.48
24-48608	10-3434	W & W ELECTRIC MOTOR SVC	REBUILD 2ND PUMP	9/2023	2112	26,900.00
DEPARTMENT TOTAL:						141,649.57
DEPARTMENT: 97.0		DEBT SERVICE				
24-48866	10-3436	BANCFIRST	2013 REV. BOND FEE	9/2023	5004430	3,000.00
DEPARTMENT TOTAL:						3,000.00
FUND TOTAL:						324,580.02
GRAND TOTAL:						454,159.72

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BETHANY HOSPITAL TRUST MEETING

BETHANY CITY HALL

TUESDAY, SEPTEMBER 19, 2023

6:30 P.M.

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

Chairman Lloyd called the Bethany Hospital Trust meeting to order at 6:56 P.M.

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

- A. APPROVAL OF MINUTES FROM 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.**

Motion was made by Trustee Larsen, seconded by Trustee Plank to

approve the Consent Docket. Yes Votes: Larsen, McPhail, Powell, 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 OCTOBER 3, 2023**.

Chairman Lloyd adjourned the Bethany Hospital Trust meeting at 6:56 P.M. until October 3, 2023.

CHAIRMAN

SECRETARY

BETHANY HOSPITAL TRUST

From: Michael Vaughn, Finance Director
Date: September 28, 2023
Subject: Claims List for the 10/03/2023 Bethany Hospital Trust Meeting

BETHANY HOSPITAL TRUST

FUND	AMOUNT
Bethany Hospital Trust	\$0.00
TOTAL	\$0.00

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$129,579.70
Bethany Public Works Authority	\$324,580.02
Bethany Hospital Trust	\$0.00
Bethany Development Authority	\$0.00
TOTAL	\$454,159.72

RECOMMENDATION

1. Approve the claims as presented.



NOTICE: 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. 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 19, 2023

7:30 P.M.

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

Chairman Lloyd called the Bethany Development Authority meeting to order at 6:57 P.M.

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

- A. APPROVAL OF MINUTES FROM 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.**

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

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

None

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

Chairman Lloyd adjourned the Bethany Development Authority meeting at 6:57 P.M. until October 3, 2023.

CHAIRMAN

SECRETARY

BETHANY DEVELOPMENT AUTHORITY

From: Michael Vaughn, Finance Director
Date: September 28, 2023
Subject: Claims List for the 10/03/2023 Bethany Development Authority Meeting

BETHANY DEVELOPMENT AUTHORITY

FUND	AMOUNT
Bethany Development Authority	\$0.00
TOTAL	\$0.00

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$129,579.70
Bethany Public Works Authority	\$324,580.02
Bethany Hospital Trust	\$0.00
Bethany Development Authority	\$0.00
TOTAL	\$454,159.72

RECOMMENDATION

1. Approve the claims as presented.

