
On Thursday, November 2, 2023, at or before 5:30 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, NOVEMBER 7, 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 October 17, 2023, Regular Meeting.
 - B. Approval of Claims: These claims have been found to be in order by staff and proper as to form and procedure and are recommended for payment. A copy of the Claims List is included in the agenda packet.
 - C. Approval of Budget Amendment No. 24-8.
4. Mayoral Proclamation: National American Indian Heritage Month
5. Public Comment - Any person wishing to address the Council during Public Comment shall give their name, address, and city of residence to the City Clerk for the records PRIOR to the start of the meeting. *(Per Chapter 30 of the Bethany Code of Ordinances, there is a five-minute limit, and no action or discussion shall take place. All remarks shall be addressed to the Council as a body, and not to any member thereof.)*

6. Presentation of Performer for FY 2022 by Frank Crawford with Crawford & Associates. *(Elizabeth Gray, City Manager)*
7. Consideration and possible adoption of Resolution No. 1683, a resolution of the City Council of the City of Bethany, Oklahoma, calling and authorizing the County Election Board of Oklahoma County to hold a special election on *January 9, 2024* in the City of Bethany, Oklahoma for the purpose of submitting proposed amendments to the charter of the City of Bethany, Oklahoma, and providing for the conduct of the election by the Oklahoma County Election Board and providing for notice of election. *(Ray Jones, City Attorney)*
8. Discussion, consideration, and possible action to reconvene the Charter Review Committee. *(Chris Powell, Council Member)*
9. Consideration and possible approval of contract with Lippert Bros., Inc. for the Fire Station Addition (General Obligation Bond Proposition 3-A) and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
10. Consideration and possible approval of contract with Heritage Commercial Services, LLC for the Police Headquarters Roof Improvements (General Obligation Bond Proposition 3-B) and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
11. Consideration and possible approval to accept the CDBG Waterline Replacement Project on Holloway Avenue from NW 36th Street to NW 32nd Street as complete. *(Elizabeth Gray, City Manager)*
12. Discussion and possible action to approve Southwest Water Works LLC Invoice No. 2 (Final) in the amount of \$113567.24 for 18607 CDBG 22 Waterline Replacement Project. *(Elizabeth Gray, City Manager)*
13. Consideration and possible approval of American Rescue Plan Act Water Meter Automation Improvements and Amendment No. 2 and Change Order No. 1 to the Contract with Southwest Water Works, LLC. *(Elizabeth Gray, City Manager)*
14. Consideration and possible approval of Amendment No. 1 of the Engineering Contract between the City of Bethany and TEIM Design for Construction Inspection Services for the American Rescue Plan Act Grant for Water Meter Automation Improvements. *(Elizabeth Gray, City Manager)*
15. Consideration and possible approval to purchase Police Symphony Radio Consoles from L3 Harris in the amount of \$91,966.00. *(Elizabeth Gray, City Manager)*
16. Consideration and possible approval of an Interlocal Agreement with Oklahoma County creating a Multi-jurisdictional Tactical Unit and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*

17. Consideration and possible approval of Notice to City Clerk regarding 2024 Schedule of Regular Meetings of the City Council, Bethany Public Works Authority, Bethany Hospital Trust, Bethany Development Authority, Planning & Zoning Commission, Board of Adjustment, and Bethany Economic Development Authority. *(Elizabeth Gray, City Manager)*
18. Discussion and possible action to direct the City Attorney to amend the Code of Ordinances to require the issuance of a business licenses for all new businesses in the City of Bethany. *(Ray Jones, City Attorney)*
19. Discussion and possible action to direct the City Attorney to research whether the Ordinance No. 2046, an ordinance amending the zoning ordinances, map, and comprehensive plan of the City of Bethany, Oklahoma, by including in R-2, Two-Family Residential District, the Property located at 3900 and 2904 N. Redmond Avenue in Bethany, Oklahoma may be repealed. *(Marilyn McPhail, Council Member)*
20. Discussion concerning the allegations of malfeasance in the Charter Review Committee raised during Council Members' comments during the meeting of October 17, 2023. *(Marilyn McPhail, Council Member)*
21. 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")*.
22. City Attorney's Report.
23. City Manager's Report.
24. Mayor and Council Members Comments and Suggestions.
25. Adjourn until November 21, 2023.

BETHANY PUBLIC WORKS AUTHORITY

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 - B. Approval of Claims: These claims have been found to be in order by staff and proper as to form and procedure and are recommended for payment. A copy of the Claims List is included in the agenda packet.

2. Consideration and possible approval of Notice to City Clerk regarding 2024 Schedule of Regular Meetings of the Bethany Public Works Authority. *(Elizabeth Gray, City Manager)*
3. Consideration and possible approval to award bid for Water Treatment Plant Lime Sludge Extraction, Hauling and Disposal to Jacob Farms for a total bid price of \$189,527.47. *(Elizabeth Gray, City Manager)*
4. Consideration and possible approval of American Rescue Plan Act Water Meter Automation Improvements and Amendment No. 2 and Change Order No. 1 to the Contract with Southwest Water Works, LLC. *(Elizabeth Gray, City Manager)*
5. Consideration and possible approval of Amendment No. 1 of the Engineering Contract between the City of Bethany and TEIM Design for Construction Inspection Services for the American Rescue Plan Act Grant for Water Meter Automation Improvements. *(Elizabeth Gray, City Manager)*
6. Consideration and possible approval to accept the CDBG Waterline Replacement Project on Holloway Avenue from NW 36th Street to NW 32nd Street as complete. *(Elizabeth Gray, City Manager)*
7. Discussion and possible action to approve Southwest Water Works LLC Invoice No. 2 (Final) in the amount of \$113567.24 for 18607 CDBG 22 Waterline Replacement Project. *(Elizabeth Gray, City Manager)*
8. New Business *(As defined by the Oklahoma Open Meeting Act § 311 (A) (9) as “matters not known about or which could not have reasonably been foreseen prior to the time of posting the agenda”).*
9. Adjourn until November 21, 2023.

BETHANY HOSPITAL TRUST

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1. Consent Docket:
 - A. Approval of Minutes from the October 17, 2023, Regular Meeting.

- B. Approval of Claims: These claims have been found to be in order by staff and proper as to form and procedure and are recommended for payment. A copy of the Claims List is included in the agenda packet.
2. Consideration and possible approval of Notice to City Clerk regarding 2024 Schedule of Regular Meetings of the Bethany Hospital Trust. *(Elizabeth Gray, City Manager)*
3. New Business *(As defined by the Oklahoma Open Meeting Act § 311 (A) (9) as “matters not known about or which could not have reasonably been foreseen prior to the time of posting the agenda”)*.
4. Adjourn until November 21, 2023.

BETHANY DEVELOPMENT AUTHORITY

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1. Consent Docket:
 - A. Approval of Minutes from the October 17, 2023, Regular Meeting.
 - B. Approval of Claims: These claims have been found to be in order by staff and proper as to form and procedure and are recommended for payment. A copy of the Claims List is included in the agenda packet.
2. Consideration and possible approval of Notice to City Clerk regarding 2024 Schedule of Regular Meetings of the Bethany Development Authority. *(Elizabeth Gray, City Manager)*
3. New Business *(As defined by the Oklahoma Open Meeting Act § 311 (A) (9) as “matters not known about or which could not have reasonably been foreseen prior to the time of posting the agenda”)*.
4. Adjourn until November 21, 2023.

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

NOTICE: On Thursday, October 12, 2023, at or before 4:59 p.m., agenda was posted at the front doors of City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: cityofbethany.org. The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

BETHANY CITY COUNCIL MEETING

BETHANY CITY HALL

TUESDAY, OCTOBER 17, 2023

6:30 P.M.

MEMBERS PRESENT:	Nikki Lloyd	Mayor
	Jeff Knapp	Vice- Mayor
	Brian Magirowsky	Council Member
	Chris Powell	Council Member
	Jeff Knapp	Council Member
	Marilyn McPhail	Council Member
	Kathy Larsen	Council Member
	Ken Smart	Council Member
	Peter Plank	Council Member
	Steve Palmer	Council Member
MEMBERS ABSENT:	None	
OTHERS PRESENT:	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	Dave Slezcickey	ICMA Executive Board Member
	(See Roster)	

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

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

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

The Invocation was given by Council Member Magirowsky.

The Flag Salute was conducted by Vice-Mayor Knapp.

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

- A. APPROVAL OF MINUTES FROM OCTOBER 3, 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 Council Member Magirowsky, seconded by Council Member Larsen to approve the consent docket. Yes votes: Plank, Lloyd, Palmer, Larsen, McPhail, Magirowsky, Smart, Powell, Knapp. No votes: None. Motion approved.

ITEM NO. 4 on the agenda was **INTERNATIONAL CITY MANAGERS ASSOCIATION (ICMA) 30-YEAR SERVICE AWARD PRESENTATION TO ELIZABETH GRAY BY DAVE SLEZICKEY, CITY MANAGER OF THE CITY OF THE VILLAGE AND 2023 ICMA EXECUTIVE BOARD MEMBER.**

Mr. Dave Slezcicky presented the ICMA 30- year service award to Elizabeth Gray.

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.)**

Stacy Gholson 3810 N. Remond Ave., Bethany- Redmond rezoning & P&Z becoming elected officials.

ITEM NO. 6 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF PERMISSION FOR TEIM DESIGN TO ADVERTISE FOR BIDS FOR THE ARPA WELL AND WELLFIELD IMPROVEMENT PROJECT. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Council Member Magirowsky, seconded by Council Member Larsen to approve permission for Teim Design to advertise for bids for the ARPA Well and Wellfield Improvement Project. Yes votes: Palmer, Lloyd, Knapp, Powell, Larsen, Plank, McPhail, Smart, Magirowsky. No votes: None. Motion approved.

ITEM NO. 7 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF PERMISSION FOR TEIM DESIGN TO ADVERTISE FOR BIDS FOR THE BETHANY ANIMAL WELFARE SANITARY SEWER RELOCATION PROJECT FOR G.O. BOND PROPOSITION 3-C. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Council Member Larsen, seconded by Council Member Magirowsky to approve permission for Teim Design to advertise for bids for the Bethany Animal Welfare Sanitary Sewer Relocation Project for G.O. Bond Proposition 3-C. Yes votes: Palmer, Magirowsky, Lloyd, Knapp, Larsen, Smart, Plank, McPhail, Powell. No votes: None. Motion approved.

ITEM NO. 8 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF PERMISSION FOR TEIM DESIGN TO ADVERTISE FOR BIDS FOR PAVEMENT IMPROVEMENT PROJECT G.O. BOND PROPOSITION 1-E (NW 30TH FROM ROCKWELL TO PENIEL), PROPOSITION 1-F (MUELLER FROM NW 44TH TO NW 50TH), AND PROPOSITION 1-G (DIVIS FROM NW 36TH TO NW 39TH). (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Council Member Magirowsky, seconded by Council Member Larsen to approve permission for Teim Design to advertise for bids for the Pavement Improvement Project G.O. Bond Proposition 1-E. Yes votes: Magirowsky, Knapp, Palmer, McPhail, Smart, Larsen, Lloyd, Powell, Plank. No votes: None. Motion approved.

ITEM NO. 9 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF PERMISSION FOR TEIM DESIGN TO ADVERTISE FOR BIDS FOR N.W. 23RD AND N. ROCKWELL AVENUE TRAFFIC SIGNALIZATION AND PEDESTRIAN IMPROVEMENT PROJECT, G.O. BOND PROPOSITION 1-A. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Council Member Magirowsky, seconded by Council Member Larsen to approve permission for Teim Design to advertise for bids for the N.W. 23rd and N. Rockwell Ave. Traffic Signalization and Pedestrian Improvement Project, G.O. Bond Proposition 1-A. Yes votes: Knapp, Larsen, McPhail, Lloyd, Magirowsky, Plank, Powell, Smart, Palmer. No votes: None. Motion approved.

ITEM NO. 10 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF PERMISSION FOR TEIM DESIGN TO ADVERTISE FOR BIDS FOR N.W. 36TH AND N. ROCKWELL AVENUE TRAFFIC SIGNALIZATION AND PEDESTRIAN IMPROVEMENT PROJECT, G.O. BOND PROPOSITION 1-B. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Council Member Magirowsky, seconded by Council Member Larsen to approve permission for Teim Design to advertise for bids for N.W. 36th and N. Rockwell Ave. Traffic Signalization and Pedestrian Improvement Project, G.O. Bond Proposition 1-B. Yes votes: Smart, Larsen, McPhail, Lloyd, Palmer, Plank, Powell, Knapp, Magirowsky. No votes: None. Motion approved.

ITEM NO. 11 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL TO ACCEPT BID PACKET 1 FOR \$97,7061.66 AND BID PACKAGE 1A FOR \$42,442.52 FROM LIPPERT BROTHERS CONSTRUCTION FOR A TOTAL OF \$1,019,504.18 FOR THE GENERAL OBLIGATION BOND PROPOSITION 3-A BETHANY FIRE STATION ADDITION PROJECT. (ELIZABETH GRAY, CITY MANAGER)**

City Manager Gray reported the bids received were higher than anticipated and the architect recommends proceeding with bid packages 1 and 1A. Bids include HVAC, electrical, insulation, sheetrock and plumbing. She added that Bid packages 1B, 1C and 1D will be completed when funds become available. These packages include millwork, flooring, appliances, and sod.

Attorney Ray Jones added that City of Bethany needs to be the obligee on the bonds for this job.

A motion was made by Council Member Magirowsky, seconded by Council Member Larsen to approve to accept bid packet 1 and 1A from Lippert Brothers Construction for a total of o\$1,019,504.18 for the G.O. Bond Proposition 3-A Bethany Fire Station Addition Project. Yes votes: Powell, Larsen, McPhail, Lloyd, Palmer, Plank, Smart, Knapp, Magirowsky. No votes: None. Motion approved.

ITEM NO. 12 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF THE PURCHASE OF A USED 2021 DODGE DURANGO PATROL VEHICLE FROM THE KANSAS HIGHWAY PATROL FOR \$32,025.00. (ELIZABETH GRAY, CITY MANAGER)**

The vehicle will replace a Ford Crown Victoria. The vehicle will be purchased using the vehicle impound funds.

A motion was made by Council Member Magirowsky, seconded by Council Member Larsen to approve the purchase of a used 2021 Dodge Durango Patrol vehicle from the Kansas Highway Patrol for \$32,025.00. Yes votes: Magirowsky, Knapp, Palmer, Lloyd, Larsen, Smart, Plank, McPhail, Powell. No votes: None. Motion approved.

ITEM NO. 13 on the agenda was **CONSIDERATION AND POSSIBLE ACTION TO DECLARE 7211 NW 16TH STREET A DILAPIDATED BUILDING AND ORDER ITS DEMOLITION AND REMOVAL. (ELIZABETH GRAY, CITY MANAGER)**

This property had a house fire in November of 2022. The property is owed by Bill Webster and there have been no utilities since 2020. Between 2002 and 2018 the Bethany Police Department made 39 calls for service to this property.

A motion was made by Council Member Magirowsky, seconded by Council Member Palmer to declare 7211 N.W. 16th Street a dilapidated building and order its demolition and removal. Yes votes: Larsen, Smart, Palmer, Knapp, Lloyd, Magirowsky, Plank, Powell, McPhail. No votes: None. Motion approved.

ITEM NO. 14 on the agenda was **EXECUTIVE SESSION: CONFIDENTIAL COMMUNICATIONS BETWEEN CITY COUNCIL AND CITY ATTORNEY PURSUANT TO 25 O.S. § 307 (B) (4) CONCERNING OKLAHOMA COUNTY CASES CJ-2023-2817 AND CJ-2023-2816 UNDER ADVICE OF CITY ATTORNEY THAT DISCLOSURE WILL SERIOUSLY IMPAIR THE ABILITY OF THE CITY COUNCIL TO CONDUCT LITIGATION IN THE PUBLIC INTEREST.**

A motion was made by Council Member Magirowsky, seconded by Council Member Smart to enter executive session at 6:50 p.m. Yes votes: Plank, Lloyd, Powell, McPhail, Magirowsky, Palmer, Smart, Knapp, Larsen. No votes: None. Motion approved.

Council Member McPhail left the meeting at 6:50 p.m.

No action was taken in the Executive Session.

A motion was made by Council Member Magirowsky, seconded by Council Member Larsen to exit executive session at 7:16 p.m. Yes votes: Larsen, Plank, Palmer, Lloyd, Magirowsky, Smart, Powell, Knapp. No votes: None. Motion approved.

ITEM NO. 15 on the agenda was **NEW BUSINESS (AS DEFINED BY THE OKLAHOMA OPEN MEETING ACT § 311 (A) (9) AS “MATTERS NOT KNOWN ABOUT OR WHICH COULD NOT HAVE REASONABLY BEEN FORESEEN PRIOR TO THE TIME OF POSTING THE AGENDA”)**.

None

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

Attorney Ray Jones updated the council on his work for the last month.

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

City Manager Gray reported the following:

City offices will be closed November 10 for Veterans Day with makeup trash day being Wednesday November 8th.

City Offices will be closed for Thanksgiving, November 23rd and 24th. Trash makeup day for November 23rd will be November 22nd and November 24th makeup day will be the following Wednesday, 29th.

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

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

Each Council Member was given the opportunity to comment.

ITEM NO. 19 on the agenda was **ADJOURN UNTIL NOVEMBER 7, 2023.**

Mayor Lloyd adjourned the Bethany City Council meeting at 7:34 P.M.

MAYOR

CITY CLERK

BETHANY CITY COUNCIL

From: Michael Vaughn, Finance Director
Date: November 2, 2023
Subject: Claims List for the 11/07/2023 City Council Meeting

GENERAL OPERATIONS FUND

FUND	AMOUNT
General Operation Fund	\$211,523.86
Public Safety Fund	\$4,999.92
Capital Improvement Fund	\$22,693.38
2022A GO Bond	\$414.71
Municipal Court Fund	\$7,382.80
TOTAL	\$247,014.67

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$247,014.67
Bethany Public Works Authority	\$125,654.59
Bethany Hospital Trust	\$0.00
Bethany Development Authority	\$0.00
TOTAL	\$372,669.26

RECOMMENDATION

1. Approve the claims as presented.



FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A		NON-DEPARTMENTAL				
24-49139	10-005216	PERDUE BRANDON FIELDER COLLECT	2023 COLLECTION RPT	11/2023	OCT 2023	2,439.96
DEPARTMENT TOTAL:						2,439.96
DEPARTMENT: 01.0		MANAGEMENT				
24-48257	10-005519	CRAWFORD & ASSOCIATES, P.C.	AUDIT PREP/FINANCIAL SVC	11/2023	17634	840.00
24-49037	10-005867	ELIZABETH GRAY	MILEAGE	11/2023	20231017	93.92
24-49124	10-005937	LEASA FURR	SPLITTER FOR COMPUTER	11/2023	20231031	49.96
24-49034	10-006142	MICHAEL SAAVEDRA CRUZ	OSBI REIMBURSEMENT	11/2023	20231019	19.00
24-49035	10-006143	EMMANUEL CIDDELEON	OSBI REIMBURSEMENT	11/2023	20231027	19.00
24-49134	10-006145	JENNIFER HARBOUR	OSBI REIMBURSEMENT	11/2023	20231108	19.00
24-48296	10-1068	ONG	MNTHLY SVC	11/2023	20231016	169.47
24-48449	10-1069	OKLAHOMA MUNICIPAL LEAGUE	2023 OML CONF	11/2023	200002105	260.00
24-48230	10-1085	OKLAHOMA MUNICIPAL ASSURANCE	PROPERTY 2ND QTR	11/2023	20231017	851.75
24-48263	10-3196	IMAGENET CONSULTING, LLC	UPSTAIR/DOWN STAIR COPIER	11/2023	INV717831	226.09
24-49093	10-3276	GENERAL MAILING EQUIP INC	POSTAGE METER	11/2023	68811	35.03
24-49065	10-3331	RUCKER MECHANICAL	UNIT #3 DIAGNOSE/REPAIR	11/2023	94882	372.50
24-49085	10-3348	COUNTY CLERK OKLA COUNTY	AD VALOREM COLLECTIONS	11/2023	AD VALOREM 2023-24	3,344.05
DEPARTMENT TOTAL:						6,299.77
DEPARTMENT: 02.0		FINANCE				
24-48313	10-0596	FUZZELL'S BUSINESS	SHARP COPIER MAINTENANCE	11/2023	MM97386	8.64
24-48357	10-1715	TYLER TECHNOLOGIES	SMART METERS	11/2023	025-44205	739.75
24-48263	10-3196	IMAGENET CONSULTING, LLC	UPSTAIR/DOWN STAIR COPIER	11/2023	INV717831	67.16
24-49093	10-3276	GENERAL MAILING EQUIP INC	POSTAGE METER	11/2023	68811	35.03
DEPARTMENT TOTAL:						850.58
DEPARTMENT: 03.0		COURT				
24-48342	10-006123	CHRISTOPHER T. STEIN	CITY PROSECUTOR FEE	11/2023	231001	3,157.00
24-48043	10-0596	FUZZELL'S BUSINESS	COPIER MAINTENANCE	11/2023	MM97387	28.01
24-48296	10-1068	ONG	MNTHLY SVC	11/2023	20231016	51.46
24-48230	10-1085	OKLAHOMA MUNICIPAL ASSURANCE	PROPERTY 2ND QTR	11/2023	20231017	608.39
DEPARTMENT TOTAL:						3,844.86

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 04.0		ENGINEERING				
24-49049	10-005900	TEIM DESIGN GROUP, PLLC	CONTRACT WITH AMDMENTS	11/2023	12272	72,355.23
DEPARTMENT TOTAL:						72,355.23
DEPARTMENT: 05.0		POLICE				
24-48989	10-004996	GOODYEAR COMMERCIAL TIRE &	20-001 Tires	11/2023	255-1028459	551.60
24-49075	10-005373	CARD SERVICES/Pl	Batteries from Sam's	11/2023	20231025	157.90
24-49119	10-005373	CARD SERVICES/Pl	Speed Turtle	11/2023	10-31-2023	183.45
24-49122	10-005373	CARD SERVICES/Pl	Office Supplies & Candy	11/2023	20231031	117.96
24-49032	10-005442	CELLEBRITE INC.	Yearly Subscription	11/2023	Q-338830-1	5,975.00
24-49000	10-005687	SUNDANCE OFFICE SUPPLY, INC	Case Pads	11/2023	526462	325.00
24-48063	10-005850	ABC CLINIC	Spay and Neuter	11/2023	20231017	1,720.00
24-48377	10-006110	THE MOUNT DEPOT	Patrol Mount	11/2023	39748	204.46
24-48975	10-006135	EARL MORRISON	Supervising with a Purpos	11/2023	325	100.00
24-48994	10-0324	CENTRAL POWER EQUIP. INC	Replace Engine in Mower	11/2023	335767	657.89
24-48562	10-0465	OK DEPT OF PUBLIC SAFETY	OLETS	11/2023	1et-011884	485.00
24-49096	10-0883	LOCKE SUPPLY CO.	Light Bulbs	11/2023	50908343	399.50
24-49099	10-0883	LOCKE SUPPLY CO.	Light Fixtures for AC	11/2023	50908502-00	88.48
24-48296	10-1068	ONG	MNTHLY SVC	11/2023	20231016	592.16
24-48230	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY 2ND QTR	11/2023	20231017	8,700.00
24-49110	10-1509	TOM'S SPEEDY LOCK & KEY SER	City Garage Gate Keys	11/2023	69665	20.00
24-49052	10-1689	CHICKASAW TELECOM, INC.	Voicemails	11/2023	61097	222.00
24-49014	10-2369	STAN'S PLUMBING INC	Clogged Shelter Drain	11/2023	20345	116.00
24-48544	10-2918	MTM RECOGNITION CORPORATION	Corporal Bages	11/2023	6171887	640.00
24-49071	10-4090	AT&T MOBILITY	FirstNet	11/2023	AUG	6,648.93
24-48068	10-4388	ISG TECHNOLOGY, LLC	Prevntion Security	11/2023	isg349699	1,204.00
24-49100	10-4388	ISG TECHNOLOGY, LLC	Microsoft 365 Annual	11/2023	ISG349699	20,106.00
DEPARTMENT TOTAL:						49,215.33
DEPARTMENT: 06.0		FIRE				
24-48900	10-005005	BRONCO EQUIPMENT RENTAL &	SMOWER PARTS	11/2023	865225-0000	74.96
24-49005	10-005067	CHICKASAW PERSONAL COMMUNIC	REPAIRS TO STORM SIRENS	11/2023	84793	1,000.00
24-48986	10-005510	SAMARITAN EMS	EMS SERVICE	11/2023	6558	53,969.25
24-48711	10-005739	INKLING DESIGNS LLC	UNIFORM BALL CAPS	11/2023	20725	680.00
24-48902	10-005939	YOUR HEALTH & WELLNESS	PENSION PHYSICAL	11/2023	000687	500.00
24-49125	10-006026	SOUTHERN DOCK PRODUCTS	OVERHEAD DOOR REMOTE	11/2023	63013596	263.16
24-49068	10-0344	BANNER FIRE EQUIPMENT, INC	STRUCTURAL BOOTS	11/2023	11P16111	435.00
24-48282	10-1063	OG&E	MNTHLY SVC	11/2023	20231024	118.52
24-48296	10-1068	ONG	MNTHLY SVC	11/2023	20231016	215.98
24-48230	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY 2ND QTR	11/2023	20231017	1,500.70
24-49076	10-4251	SAM'S CLUB DIRECT FD	JANITORIAL SUPPLIES	11/2023	20231025	322.36
24-49141	10-4352	MCBRIDE CLINIC	PRE-EMPLOY DRUG SCREEN	11/2023	OCT 23	32.00
DEPARTMENT TOTAL:						59,111.93

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 07.0 COMMUNITY DEV						
24-48815	10-006096	FIRST AMERICAN TITLE INSURATITLE SEARCH		11/2023	7211 NW 16	150.00
24-49058	10-006096	FIRST AMERICAN TITLE INSURATITLE SEARCH		11/2023	607-2499178263	100.00
24-48313	10-0596	FUZZELL'S BUSINESS	SHARP COPIER MAINTENANCE	11/2023	MM97386	8.65
24-49105	10-1069	OKLAHOMA MUNICIPAL LEAGUE	CODE CLASS	11/2023	200002655	165.00
24-48230	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY 2ND QTR	11/2023	20231017	608.39
24-48999	10-1530	THE TRIBUNE	PUBLICATION	11/2023	20231013	103.40
24-48263	10-3196	IMAGENET CONSULTING, LLC	UPSTAIR/DOWN STAIR COPIER	11/2023	INV717831	235.10
24-49093	10-3276	GENERAL MAILING EQUIP INC	POSTAGE METER	11/2023	68811	35.03
24-49091	10-3348	COUNTY CLERK OKLA COUNTY	ABATEMENT LIENS	11/2023	20231018	36.00
24-49092	10-3348	COUNTY CLERK OKLA COUNTY	ABATEMENT LIENS	11/2023	20231018	18.00
24-49141	10-4352	MCBRIDE CLINIC	PRE-EMPLOY DRUG SCREEN	11/2023	OCT 23	32.00
DEPARTMENT TOTAL:						1,491.57
DEPARTMENT: 08.1 PUBLIC WORKS - ADMIN						
24-49002	10-005373	CARD SERVICES/P1	DUSTPAN,BROOMS,MOPS,	11/2023	6319406	11.14
24-49012	10-005373	CARD SERVICES/P1	WRENCH,DRILL,WD-40,CPAPER	11/2023	4868225	12.40
24-49087	10-005373	CARD SERVICES/P1	PLANNERS & CALENDER	11/2023	1181014	26.08
24-48296	10-1068	ONG	MNTHLY SVC	11/2023	20231016	200.39
24-48230	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY 2ND QTR	11/2023	20231017	223.08
24-48190	10-2442	SUMNERONE, INC.	MONTHLY COPIER MAINTENANC	11/2023	3731167	50.91
DEPARTMENT TOTAL:						524.00
DEPARTMENT: 08.2 PUBLIC WORKS - STREETS						
24-48629	10-004688	TLS GROUP, INC.	SIGNAL LIGHTS	11/2023	1807-1023	260.00
24-48459	10-005350	FORCE PERSONNEL	TEMP HELP	11/2023	76077	600.74
24-49089	10-005350	FORCE PERSONNEL	TEMP HELP	11/2023	76149	966.00
24-49087	10-005373	CARD SERVICES/P1	PLANNERS & CALENDER	11/2023	1181014	28.56
24-48825	10-006114	READING TRUCK EQUIPMENT,	LLSLAVE CYLINDER SEAL KIT	11/2023	J410004157	714.09
24-49043	10-0225	GENUINE PARTS	TIRE PLUGS UNIT #88	11/2023	7092-044975	11.40
24-49112	10-0225	GENUINE PARTS	HOSE FOR UNIT #64	11/2023	7092-045784	28.49
24-49056	10-0694	HASKELL LEMON CONST CO	3 TONS ASPHALT	11/2023	5781	248.00
24-49101	10-0694	HASKELL LEMON CONST CO	2 TONS ASPHALT	11/2023	5885	210.40
24-48282	10-1063	OG&E	MNTHLY SVC	11/2023	20231024	113.55
24-48230	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY 2ND QTR	11/2023	20231017	993.71
24-49123	10-1501	T & W TIRE LLC	FLAT REPAIR ON UNIT #66	11/2023	1090137222	165.45
24-49055	10-1622	WESTLAKE ACE HARDWARE	GARDEN SPRAYER	11/2023	3503788	23.99
24-49086	10-2123	HOME DEPOT CREDIT SVCS	LED LIGHTS & SCREWS	11/2023	026268/3022640	234.64
24-49128	10-2123	HOME DEPOT CREDIT SVCS	WATER STOP & ZIP TIES	11/2023	031553/8013660	74.85
24-48874	10-2702	AMERICAN LOGO & SIGNS	FOUR STREET SIGNS	11/2023	48874	189.00
24-48997	10-3984	MIDWEST HOSE & SPECIALTY,	IHOSE TUBES UNIT #801	11/2023	02204304	171.68
DEPARTMENT TOTAL:						5,034.55

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08.4 PUBLIC WORKS - MAINT						
24-49095	10-005373	CARD SERVICES/PI	35 UNITS FLOOR MATS	11/2023	1345824	302.40
24-48230	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY 2ND QTR	11/2023	20231017	60.84
DEPARTMENT TOTAL:						363.24
DEPARTMENT: 08.5 PUBLIC WORKS - PARKS						
24-49057	10-005005	BRONCO EQUIPMENT RENTAL &	SSPINDLE, SPRING, BLADES	11/2023	866505-0001	285.00
24-49042	10-005350	FORCE PERSONNEL	TEMP HELP	11/2023	75994	8,047.99
24-49087	10-005373	CARD SERVICES/PI	PLANNERS & CALENDER	11/2023	1181014	36.54
24-48802	10-006129	ES2, INC.	DX HVAC AT LIBRARY	11/2023	149895	1,120.00
24-49113	10-0225	GENUINE PARTS	BATTERY UNIT 53	11/2023	7092-045785	135.16
24-48282	10-1063	OG&E	MNTHLY SVC	11/2023	20231024	88.89
24-48296	10-1068	ONG	MNTHLY SVC	11/2023	20231016	40.68
24-48230	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY 2ND QTR	11/2023	20231017	60.84
24-49020	10-1622	WESTLAKE ACE HARDWARE	BULKFASTERS, SCREWDRIVERS	11/2023	3503515	29.42
24-49038	10-1622	WESTLAKE ACE HARDWARE	ANTIFREEZE & PILERS	11/2023	3503784	77.49
24-49128	10-2123	HOME DEPOT CREDIT SVCS	WATER STOP & ZIP TIES	11/2023	031553/8013660	38.83
24-49141	10-4352	MCBRIDE CLINIC	PRE-EMPLOY DRUG SCREEN	11/2023	OCT 23	32.00
DEPARTMENT TOTAL:						9,992.84
FUND TOTAL:						211,523.86

FUND: 021- PUBLIC SAFETY FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 99.0		NON-DEPARTMENTAL				
24-48693	10-004536	APPLIED CONCEPTS, INC.	2 Stalker Dual KaBand	11/2023	427676	4,870.00
24-49007	10-005373	CARD SERVICES/P1	USB Hubs for Car Tabs	11/2023	0109816	79.92
24-48708	10-0465	OK DEPT OF PUBLIC SAFETY	OLETS	11/2023	LET-011977	50.00
DEPARTMENT TOTAL:						4,999.92
FUND TOTAL:						4,999.92

FUND: 031- CAPITAL IMPROVE PROJECTS

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		PROJECTS >\$25,000				
24-48566	10-006067	PARKHILL	CDBG GRANT ADMIN	11/2023	01210322.00-6	5,323.38
24-48835	10-3686	WASTEQUIP	30 REAR LOAD 2YARD DUMPST	11/2023	20INV000458720	17,370.00
DEPARTMENT TOTAL:						22,693.38
FUND TOTAL:						22,693.38

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
<hr/>						
DEPARTMENT: 40.0		Projects				
24-48857	10-005500	TROY D RHODES & COMPANY,	INREIMBURSEABLES FD	11/2023	03824	414.71
					DEPARTMENT TOTAL:	414.71
					FUND TOTAL:	414.71

FUND: 072- MUNICIPAL COURT FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A		NON-DEPARTMENTAL				
24-49135	10-1869	CLEET	OCT 2023 CLEET REPORT	11/2023	OCT-2023	2,569.19
24-49136	10-1970	OSBI	OCT 2023 AFIS REPORT	11/2023	OCT 2023	2,467.81
24-49137	10-1970	OSBI	OCT 2023 FORENSIC RPT	11/2023	OCT -- 2023	2,340.80
24-49138	10-4235	OKLA BUREAU OF NARCOTICS	OCT 2023 OBN REPORT	11/2023	OCT. 2023	5.00
DEPARTMENT TOTAL:						7,382.80
FUND TOTAL:						7,382.80
GRAND TOTAL:						372,669.26

CITY OF BETHANY

From: Michael Vaughn, Finance Director
Date: 11/7/2023
Subject: Budget Amendment 24-8

BACKGROUND

On 6-13-23, the City was awarded a grant from the Tobacco Settlement Endowment Trust (TSET) for \$120,000 for the creation of a dog park at Ron Clark Park, and the conversion of one of the tennis courts at Ripper Park to a pickle ball court. Budget Amendment 24-8 would recognize the funds received and appropriate those funds for the project.

RECOMMENDATION

1. Approve Budget Amendment 24-8 (attached).

ADDITIONAL COMMENTS

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

Approval of and authorization to execute Budget Amendment Number BA# 24-8

BUDGET AMENDMENT FORM



Funds: Capital Improvement Fund
Amendment #: BA #24-8
Fiscal Year: FY2024

<u>Account #</u>	<u>Account Name</u>	<u>Estimated Revenue</u>		<u>Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
Capital Improvement Fund					
031-540.0-42033	Ron Clark Dog Park			40,000	
031-540.0-42034	Ripper Park Improvements			80,000	
031-33131	Grant Revenue	120,000			
TOTALS		<u>120,000</u>	<u>-</u>	<u>120,000</u>	<u>-</u>

EXPLANATION: 11 OS Section 17-216 B

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

Budget Amendment 24-8 Recognizes the TSET Grant Revenue received for creating a dog park at Ron Clark Park, creating a pickle ball court at Ripper Park and appropriating those funds for the project.

Date & Signature of Mayor: _____ x _____ Date

Date & Signature of City Manager: _____ x _____ Date

Date Approved by City Council: November 7th, 2023

Capital Improvement Fund

Unappropriated Fund Balance Remaining After Amendment: 721,936.00



CITY OF BETHANY
FISCAL YEAR 2022

A Financial Statement Analysis Tool Using Indicators of Financial
Health and Success



WHAT IS THE PERFORMETER®?

- An analysis that takes a government's financial statements and converts them into useful and understandable measures of financial performance
- Financial ratios and a copyrighted analysis methodology are used to arrive at ratings from 0-10.
- The overall rating is a barometer of the entity's financial health and performance.

HOW TO USE THE PERFORMETER®

- Use the individual ratios to identify financial warning signals.
- Use the overall rating as a collective benchmark of financial health and success of the entity as a whole.
- Use the comparisons to prior years to monitor trends in financial indicators.

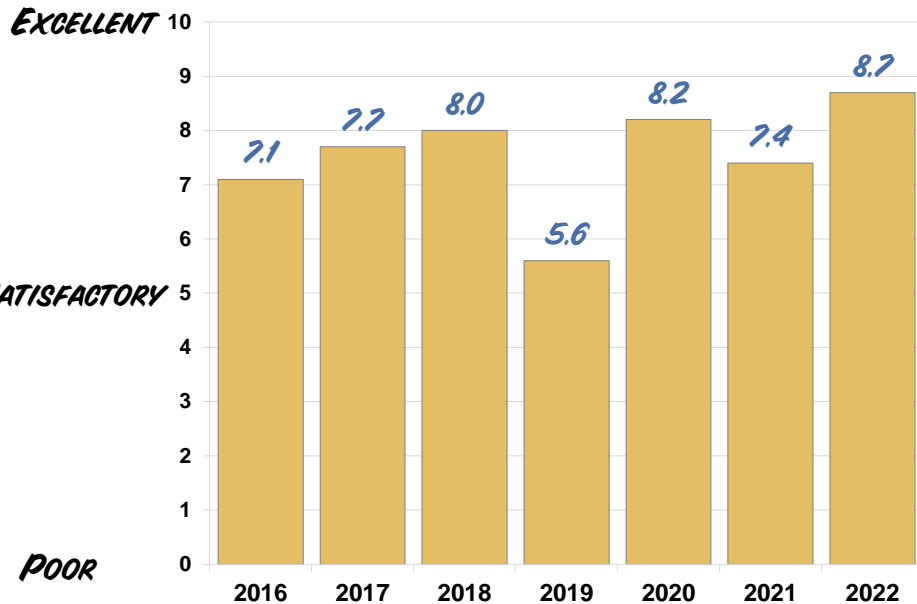
LIMITATIONS OF THE PERFORMETER®

- The Performer® should not be used as the only source of financial information to evaluate the entity's performance and condition.
- The analysis is an overall rating of the entity as a whole and not of specific activities, funds, or units.
- The Performer® is based on Crawford & Associates' professional judgment and is limited as to its intended use

PERFORMETER® RATING

WHAT IS THE STATE OF OUR OVERALL FINANCIAL HEALTH?

OVERALL RATING



For the 2022 fiscal year, the ratings by ratio category were as follows:

Financial Position	8.4
Financial Performance	10.0
Financial Capability	<u>6.9</u>
Overall Rating	8.7

The strongest component of the overall rating is the City's financial performance, while the City's financial position and capability were well above satisfactory. The 2022 overall rating of 8.7 indicates the evaluator's opinion that the City of Bethany's overall financial health improved when compared to the prior period and remains well above satisfactory and represents the City's highest score in the model since the initial measurement.

FY 22 OVERALL PERFORMETER® RATING: **8.7**

FINANCIAL POSITION RATINGS

- This set of ratings illustrates “point-in-time” measures of the entity’s financial status, solvency, and liquidity as of the date of its most recent annual financial statements.



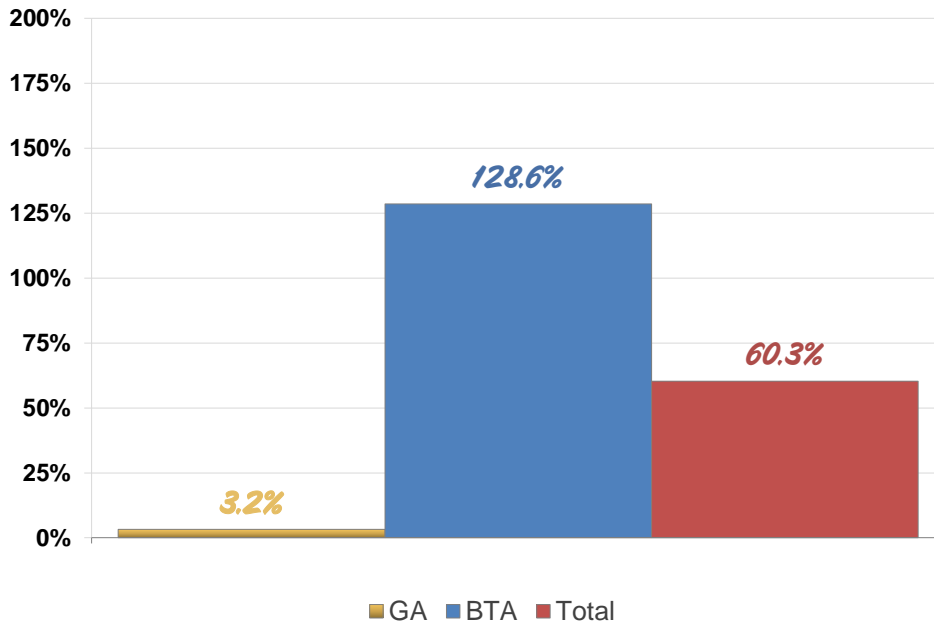
FINANCIAL POSITION RATINGS

Unrestricted Net Position	How do our total rainy day funds look?
General Fund Unassigned Fund Balance	How does our General Fund unassigned fund balance carryover position look?
Capital Asset Condition	How much life do we still have left in our capital assets?
Non-Uniformed Employee Pension Plan Funding	Will our non-uniformed employees be happy with us when they retire?
OPEB and Pension Plan Funding	Will our employees be happy with us when they retire?
Assets to Debt	Who really owns the City?
Current Ratio	Will our employees and vendors be pleased with our ability to pay them on time?
Quick Ratio	How is our short-term cash position?

LEVEL OF UNRESTRICTED NET POSITION

HOW DO OUR TOTAL RAINY DAY FUNDS LOOK?

UNRESTRICTED NET POSITION (DEFICIT) AS A % OF ANNUAL REVENUES



The level of total unrestricted net position is an indication of the amount of unexpended and available resources the City has in all funds combined at a point in time to fund emergencies, shortfalls or other unexpected needs. In our model, 50% is considered excellent, while 30% is considered a desired minimum.

For the year ended June 30, 2022, the City's total unrestricted net position was approximately \$14 million, equivalent to 60.3% of annual total revenues. This is well above the 50% level that our model considers excellent and is an improvement over the prior year's already strong position. The low unrestricted net position of the Governmental Activities is due to the inclusion of the City's share of unfunded State Firefighters Pension system.

2016	2017	2018	2019	2020	2021	2022
60.0%	51.4%	42.4%	29.6%	45.0%	54.1%	60.3%

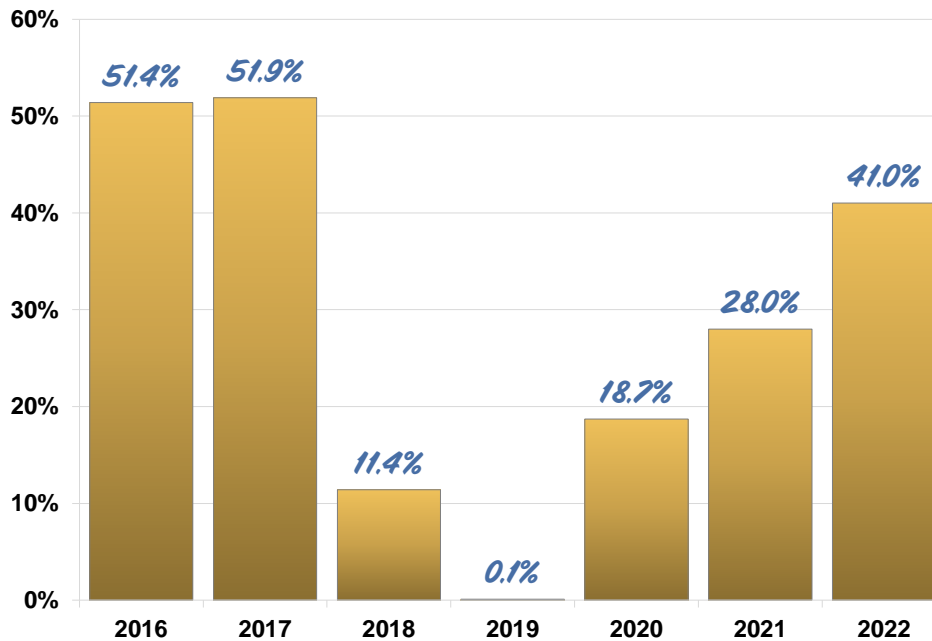
PERFORMETER®
RATING

10

GF UNASSIGNED FUND BALANCE

HOW DOES OUR CARRYOVER LOOK?

UNASSIGNED FUND BALANCE (DEFICIT) AS A PERCENTAGE OF ANNUAL REVENUES



The level of general fund unassigned fund balance is an indication of the amount of unexpended, unencumbered and available resources the City has at a point in time to carryover into the next fiscal year to fund budgetary emergencies, shortfalls or other unexpected needs. In our model, 10% is considered a minimum responsible level, while 30% is considered desirable.

For the year ended June 30, 2022, the City's unassigned fund balance of the General Fund amounted to about \$4.0 million or 41% of annual General Fund revenues. This represents a significant improvement compared to the prior year and is considered excellent.

2016	2017	2018	2019	2020	2021	2022
51.4%	51.9%	11.4%	0.1%	18.7%	28.0%	41.0%

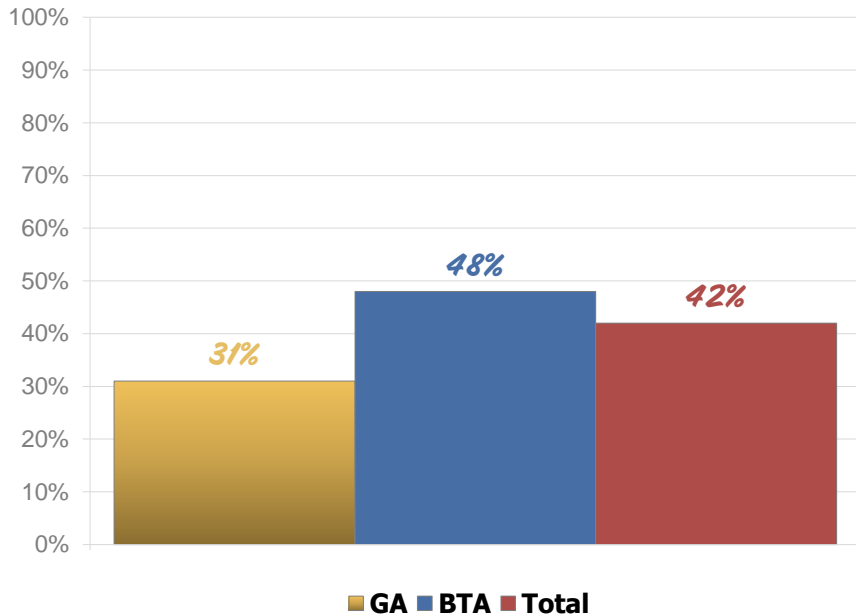
PERFORMETER®
RATING

10

CAPITAL ASSET CONDITION

HOW MUCH USEFUL LIFE DO WE HAVE LEFT IN OUR CAPITAL ASSETS?

PERCENTAGE OF CAPITAL ASSETS' USEFUL LIFE REMAINING



The capital asset condition ratio compares depreciable capital assets at cost to accumulated depreciation to determine the overall percentage of useful life remaining. A low percentage could indicate an upcoming need to replace a significant amount of capital assets. For comparison purposes, we have removed the consideration of the cost of land and current construction-in-progress.

At June 30, 2022, the City's depreciable capital assets amounted to \$90.9 million while accumulated depreciation totaled \$52.9 million. This indicates that, on average, the City's depreciable capital assets have a little less than one-half (42%) of their useful lives remaining. This is a below satisfactory financial indicator in our model, but the ratio has remained relatively consistent over the past several years.

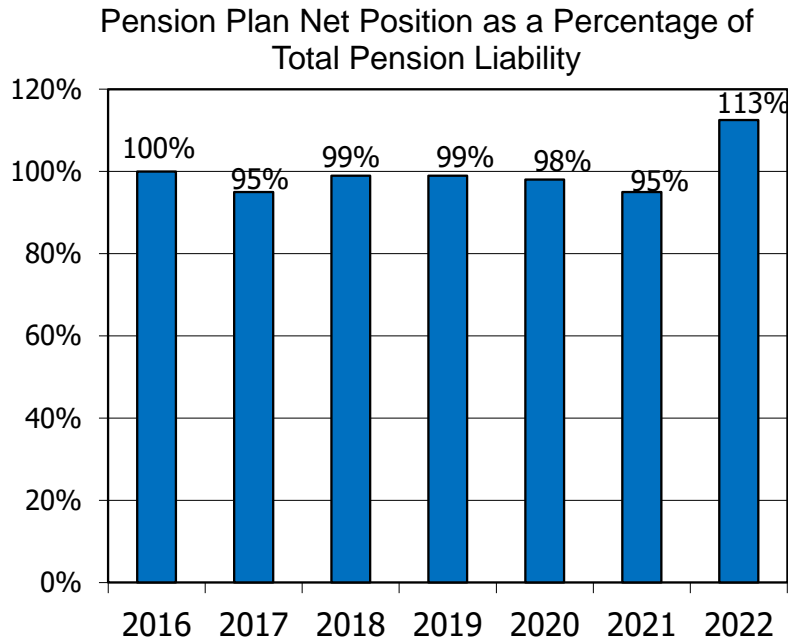
2016	2017	2018	2019	2020	2021	2022
43%	43%	42%	41%	46%	43%	42%

**PERFORMETER®
RATING**

3.4

NON-UNIFORMED EMPLOYEE PENSION PLAN FUNDING RATIO

WILL WE BE ABLE TO PAY OUR NON-UNIFORMED EMPLOYEES WHEN THEY RETIRE?



The pension funding ratio compares the actuarial fair value of the pension plan's net position to the total pension liability for pension benefits. A percentage less than 100% indicates the plan is underfunded at the valuation date.

At June 30, 2022, the City's pension plan net position was 112.5% of the total pension liability, indicating the plan was more than fully-funded, from an actuarial perspective, at the last valuation date. In addition, the funded ratio is an improvement when compared with the ratio of the prior period. This ratio is based on relatively new GASB pension accounting standards implemented first in FY 2015, using an actuarial accounting perspective with a one year look-back period rather than a funding perspective applied from previous GASB standards.

2016	2017	2018	2019	2020	2021	2022
100%	95%	99%	99%	98%	95%	112.5%

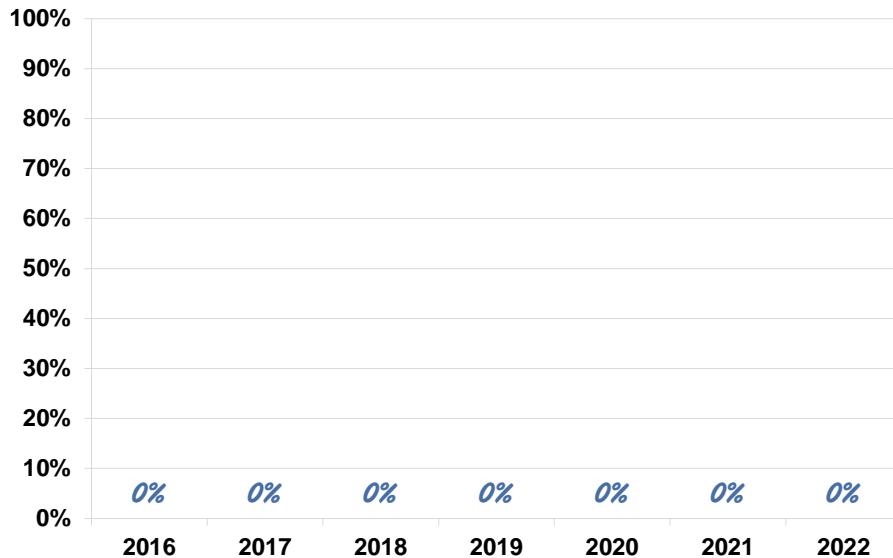
**PERFORMETER®
RATING**

10

OPEB PLAN FUNDING RATIO

WILL WE BE ABLE TO PAY FOR RETIREE HEALTH CARE IN THE FUTURE?

PERCENTAGE OF TOTAL OPEB LIABILITY THAT IS ADVANCE FUNDED



The OPEB funding ratio compares the actuarial value of any retiree healthcare plan assets set aside in trusts for future benefits with the actuarial accrued liability for plan benefits. An “actuarial fully advance funded” plan would reflect a funding percentage of 100%. Whereas a “pay-as-you-go” funding strategy for the OPEB benefits plan would report a funding percentage of 0%. The City has adopted a pay-as-you-go funding strategy for the OPEB benefits.

Certain future retiree post employment healthcare costs must be recognized while the employee is providing service. The City has adopted a pay-as-you-go plan. As a result, there is no plan net position to offset the total OPEB liability of approximately \$1.7 million. The ability to pay for these future benefits will be dependent on future resources and appropriations.

2016	2017	2018	2019	2020	2021	2022
0%	0%	0%	0%	0%	0%	0%

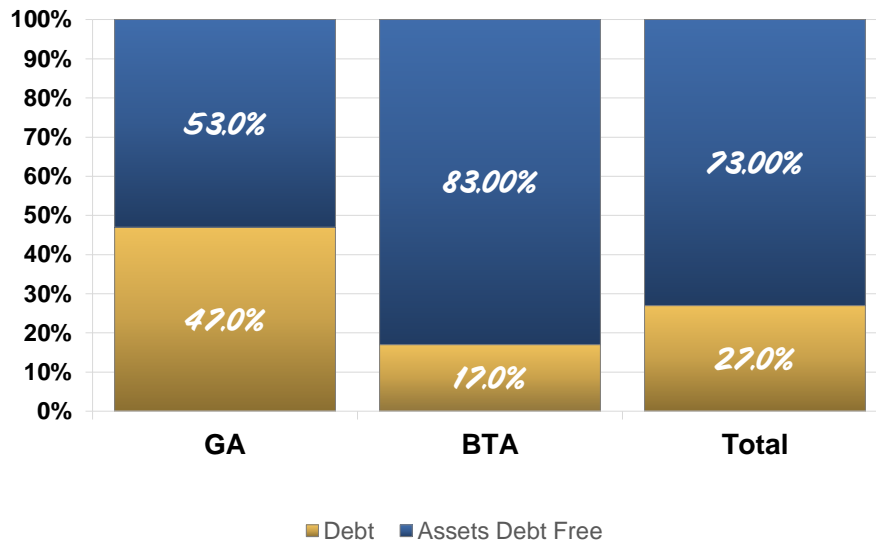
**PERFORMETER®
RATING**

0.0

DEBT TO ASSETS

WHO REALLY OWNS THE CITY'S ASSETS?

PERCENTAGE OF DEBT TO ASSETS



The debt to assets ratio measures the extent to which the City had funded its assets with debt. The lower the debt percentage, the more equity the City has in its assets.

At June 30, 2022, about 27% of the City's \$88 million of total assets were funded with debt or other obligations, leaving 73% as equity. This indicates that for each dollar of assets owned, the City owes about 27 cents of that dollar to others. This is considered to be a well above satisfactory and an improvement over last year's ratio.

2016	2017	2018	2019	2020	2021	2022
50%	49%	55%	56%	59%	59%	73%

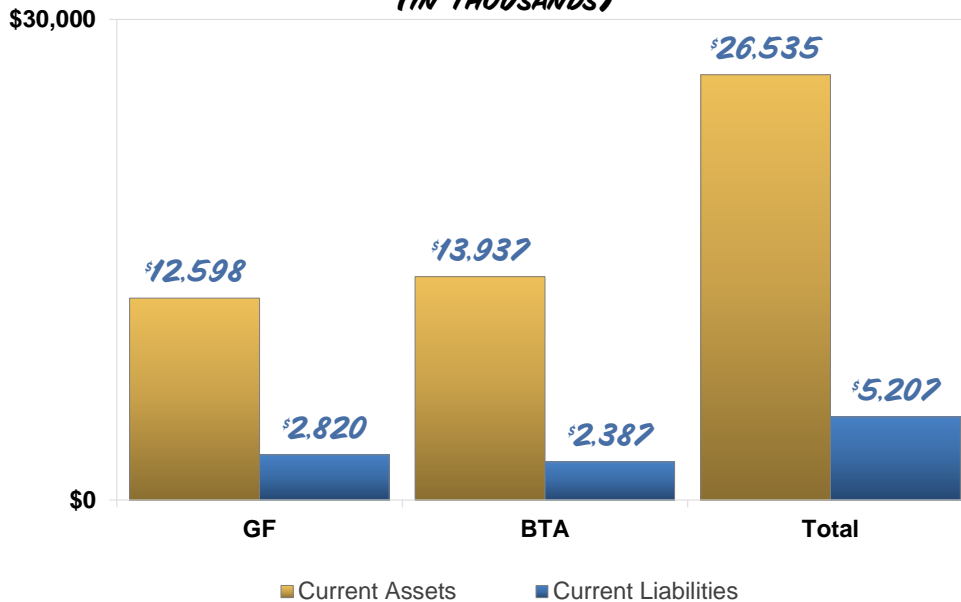
PERFORMETER®
RATING

7.8

CURRENT RATIO

WILL OUR VENDORS AND EMPLOYEES BE PLEASED WITH OUR ABILITY TO PAY THEM ON TIME?

**CURRENT ASSETS COMPARED TO CURRENT LIABILITIES
(IN THOUSANDS)**



The current ratio is one measure of the City's ability to pay its short-term obligations. The current ratio compares total current assets and current liabilities. A current ratio of 2.0 indicates a satisfactory current liquidity and an ability to meet the short-term obligations.

At June 30, 2022, the City had a government-wide ratio of current assets to current liabilities of 5.1. This indicates that the City had more than five times the current assets needed to pay its current liabilities. This is considered an excellent indicator of liquidity but is a decrease when compared to the ratio of the prior period.

2016	2017	2018	2019	2020	2021	2022
11.43	8.38	6.30	4.13	5.5	7.6	5.1

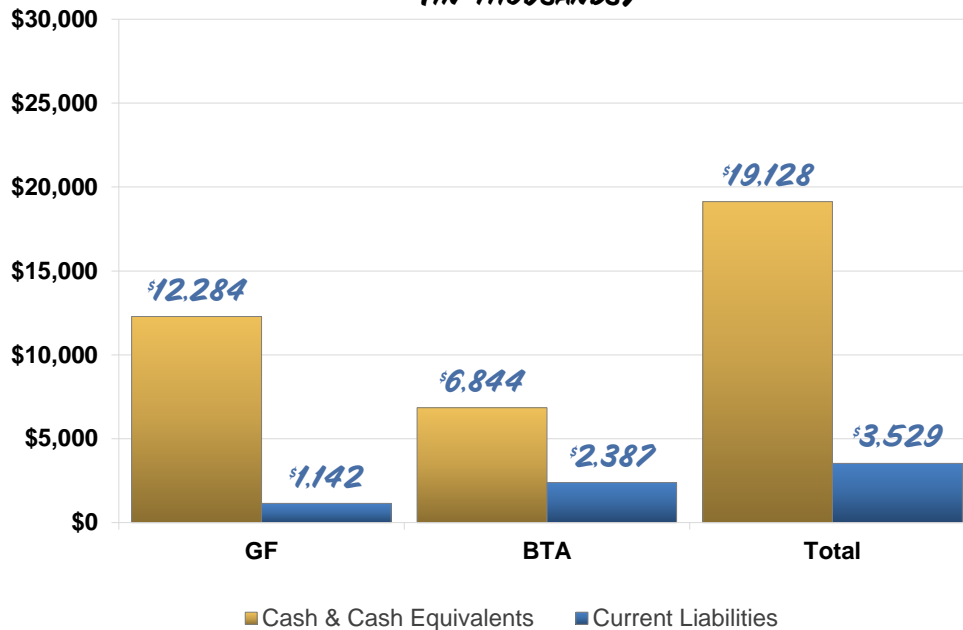
**PERFORMETER®
RATING**

10

QUICK RATIO

HOW IS OUR SHORT-TERM CASH POSITION?

**CASH AND CASH EQUIVALENTS
COMPARED TO CURRENT LIABILITIES
(IN THOUSANDS)**



The quick ratio is a more conservative measure of the City's ability to pay its short-term operating obligations. The quick ratio compares total unrestricted cash and cash equivalents to current liabilities. A quick ratio of 1.0 indicates adequate liquidity and an ability to meet short-term obligations with cash on hand.

At June 30, 2022, the City had a government-wide ratio of unrestricted cash and cash equivalents to current liabilities of 5.42. This indicates that the City had well over five times the unrestricted cash and cash equivalents needed to pay its short-term operating obligations at year-end. This ratio is at an excellent level but is a slight decrease from the ratio of the prior fiscal year.

2016	2017	2018	2019	2020	2021	2022
5.12	2.77	3.77	2.56	3.68	5.61	5.42

**PERFORMETER®
RATING**

10

FINANCIAL POSITION RATINGS

SUMMARY AND COMPARISON TO PRIOR YEARS

Ratio	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
Unrestricted Net Position	60.0%	51.4%	42.4%	29.6%	45%	54.1%	60.3%
General Fund Unassigned Fund Balance	51.4%	51.9%	11.4%	0.1%	18.7%	28.0%	41%
Capital Asset Condition	43%	43%	42%	41%	46%	43%	42%
Non-Uniformed Pension Plan Funding	100%	95%	99%	99%	98%	95%	112%
OPEB Plan Funding	0%	0%	0%	0%	0%	0%	0%
Debt to Assets	50%	49%	55%	56%	59%	59%	73%
Current Ratio	11.43	8.38	6.30	4.13	5.52	7.62	5.1
Quick Ratio	5.12	2.77	3.77	2.56	3.68	5.61	5.42
Financial Position Rating	8.0	7.8	7.1	5.9	7.5	7.8	8.4

FINANCIAL PERFORMANCE RATINGS

- This set of ratings illustrates “look-back” measures that reveal whether the entity’s financial position has been improving, deteriorating, or remaining constant.



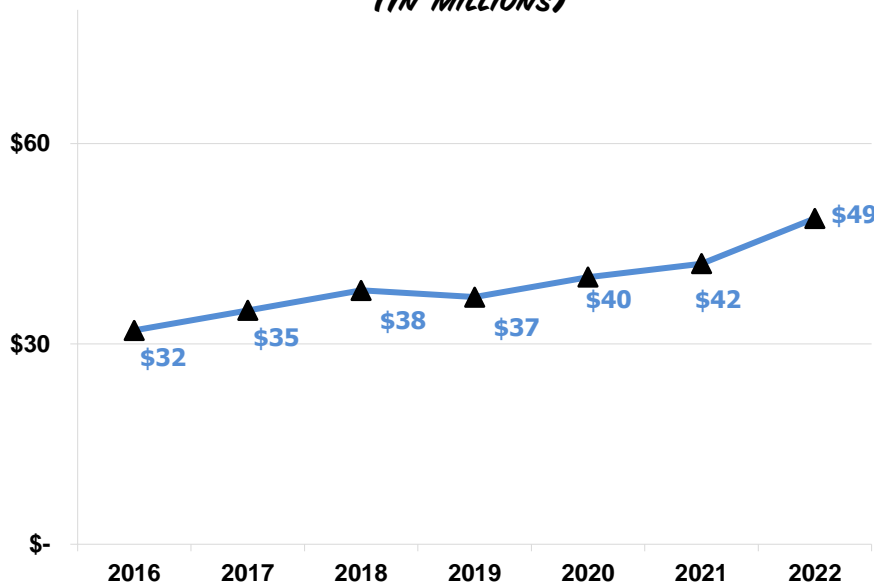
FINANCIAL PERFORMANCE RATING

Change in Net Position	Did our overall financial condition improve, decline, or remain steady from the past year?
Interperiod Equity	Who paid for the costs of current year services – current, past, or future tax and rate payers?
BTA Self-Sufficiency	Did current year business-type activities, such as utilities, pay for themselves?
Debt Service Coverage	Were our revenue bond and note investors pleased with our ability to pay them on time?
Sales Tax Growth	What is the state of our local economy?

CHANGE IN NET POSITION

DID OUR OVERALL FINANCIAL CONDITION IMPROVE, DECLINE OR REMAIN STEADY OVER THE PAST YEAR?

*NET POSITION AT YEAR END
(IN MILLIONS)*



Net position is measured as the difference between total assets plus deferred outflows, including capital assets, and total liabilities plus deferred inflows, including long-term debt. Net position increases as a result of earning more revenue than expenses incurred in the fiscal year.

For the year ended June 30, 2022, total net position increased by approximately \$6.6 million, or 15.7% from the prior year beginning net position. The City's change in net position is at an exceptional level and continues a positive trend in the past two years.

2016	2017	2018	2019	2020	2021	2022
-4.1%	+5.8%	+6.4%	-1.9%	+7.7%	+4.6%	+15.7%

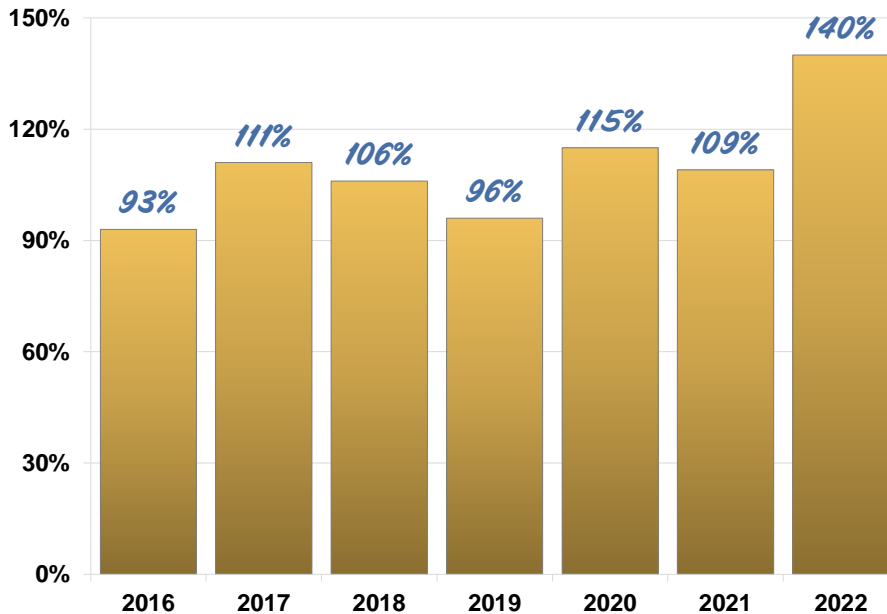
**PERFORMETER®
RATING**

10

INTERPERIOD EQUITY

WHO IS PAYING FOR TODAY'S COSTS OF SERVICES?

REVENUES AS A PERCENTAGE OF ANNUAL EXPENSES



Interperiod equity is achieved when the cost of current services are paid by current year taxes and rate payers. When current year costs are subsidized by prior year resources or debt proceeds, interperiod equity was not achieved, and either past or future taxes and rate payers helped fund the costs of these services.

For the year ended June 30, 2022, the City's total costs were more than fully funded by current year taxes and rate payers, with current year revenues, excluding fund balance carryovers, generating revenues at a level of about 140% of current year costs.

2016	2017	2018	2019	2020	2021	2022
93%	111%	106%	96%	115%	109%	140%

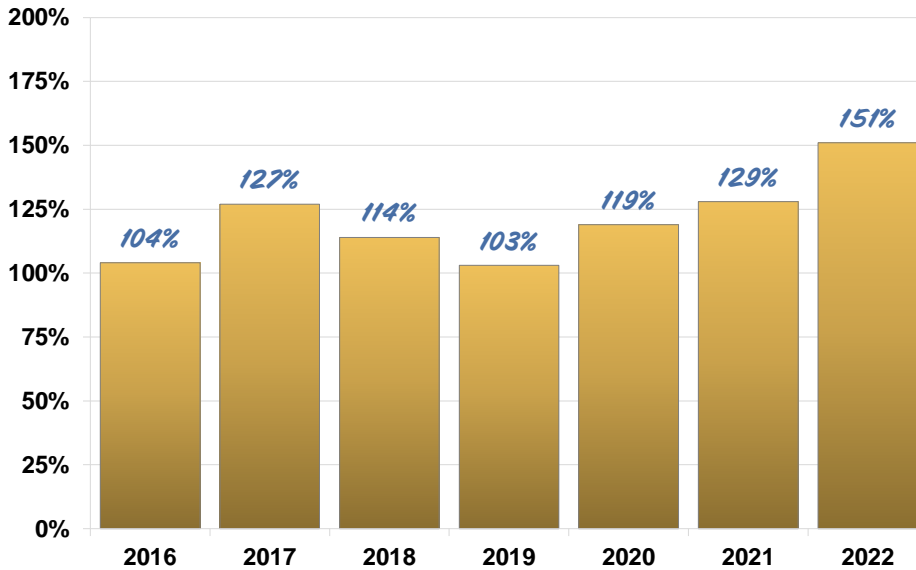
PERFORMETER®
RATING

10

BTA SELF-SUFFICIENCY

DID CURRENT YEAR BUSINESS-TYPE ACTIVITIES (BTA) PAY FOR THEMSELVES?

PERCENTAGE OF BTA EXPENSES COVERED BY BTA REVENUES



The self-sufficiency ratio indicates the level at which business-type activities (utilities) covered their current costs with current year revenues, without having to rely on subsidies or use of prior year reserves.

For the year ended June 30, 2022, the City's business-type activities were 151% self-sufficient. This indicates that current year costs of the City's business-type activities were more than fully funded by current year operating revenues. The City's business-type activities have consistently covered its annual costs over the past several years.

2016	2017	2018	2019	2020	2021	2022
104%	127%	114%	103%	119%	128%	151%

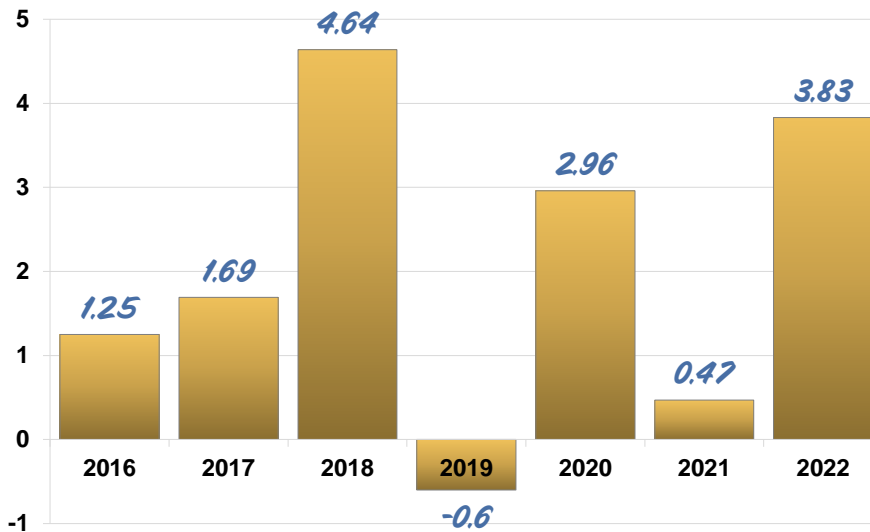
**PERFORMETER®
RATING**

10

DEBT SERVICE COVERAGE

WERE OUR REVENUE BOND INVESTORS PLEASED WITH OUR ABILITY TO PAY THEM ON TIME?

NUMBER OF TIMES NET PLEDGED REVENUES COVER ANNUAL DEBT SERVICE



The debt service coverage ratio compares the City's debt service requirements on revenue bonds to the net operating cash generated by the revenue streams pledged for payment. A debt service ratio of greater than 1.00 indicates a sufficient ability to make the debt service payments from net revenues from operations.

For the year ended June 30, 2022, the City had an excellent debt service coverage ratio of 3.83. This indicates the City generated more than enough cash necessary to pay the debt service requirements on its revenue bonds and notes.

2016	2017	2018	2019	2020	2021	2022
1.25	1.69	4.64	-0.60	2.96	0.47	3.83

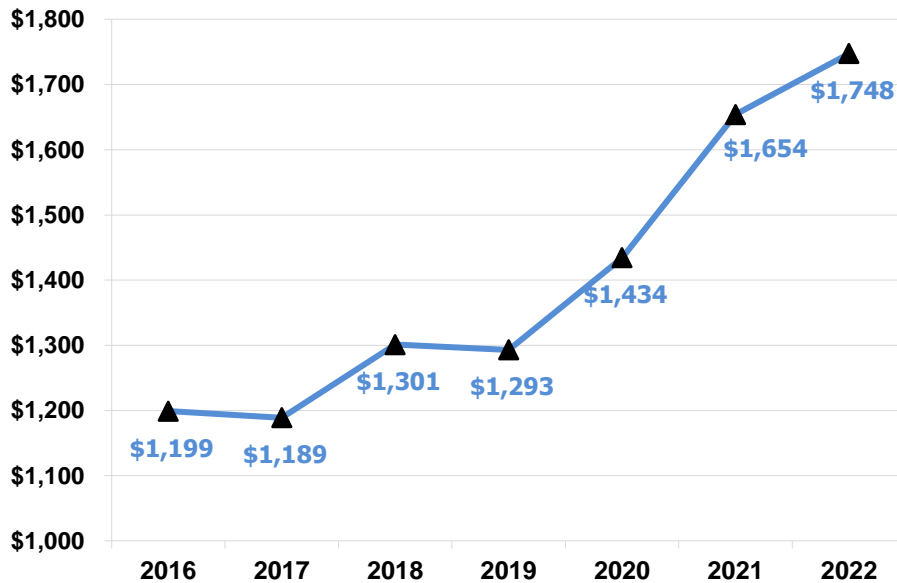
**PERFORMETER®
RATING**

10

SALES TAX GROWTH

WHAT IS THE STATE OF OUR LOCAL ECONOMY?

*SALES AND USE TAX REVENUE PRE ONE CENT
(IN THOUSANDS)*



Due to the inability of Oklahoma municipalities to levy a property tax for operations, the City is highly dependent on sales and use tax revenues to fund its general governmental activities. Sales tax growth measures the state of the local economy by comparing the annual sales and use tax revenues collected to the prior year.

For the year ended June 30, 2022, the City experienced a total increase of \$375 thousand in sales and use tax collections or a total of 5.7% from the prior year. The sales tax rate of 4.0% was in effect for the entire year.

2016	2017	2018	2019	2020	2021	2022
+4.0%	-0.8%	+9.5%	-0.6%	+10.9%	+15.3%	+5.7%

**PERFORMETER®
RATING**

10

FINANCIAL PERFORMANCE RATINGS

SUMMARY AND COMPARISON TO PRIOR YEARS

Ratio	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
Change in Net Position	-4.1%	5.8%	6.4%	-1.9%	+7.7%	+4.6%	+15.7%
Interperiod Equity	93%	111%	106%	96%	115%	109%	140%
BTA Self Sufficiency	104%	127%	114%	103%	119%	128%	151%
Debt Service Coverage	1.25	1.69	4.64	-0.60	2.96	0.47	3.83
Sales Tax Growth	4.0%	-0.8%	9.5%	-0.6%	10.9%	15.3%	5.7%
Financial Performance Rating	6.1	7.8	9.6	4.6	9.8	7.3	10

FINANCIAL CAPABILITY SCORES

- This set of scores illustrates “forward-looking” measures of the government’s ability to obtain resources in the form of revenues or borrowings in order to finance the services its constituency requires.



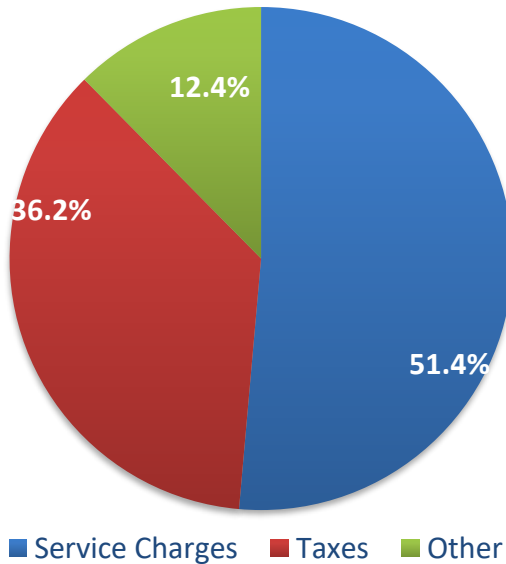
FINANCIAL CAPABILITY RATINGS

Revenue Dispersion	How much of our revenue is beyond our direct control?
Debt Service Load	How heavily is our budget loaded with payments to retire long-term debt?
Bonded Debt Per Capita	What is the debt burden on our property tax payers?
Legal Debt Limit Remaining	Will we be legally able to issue more long-term debt if needed?
Property Taxes Per Capita	Will our citizens be willing to approve property tax increases if needed?
Local Sales Tax Rate	Will our citizens be willing to approve sales tax increases if needed?

REVENUE DISPERSION

HOW HEAVILY ARE WE RELYING ON REVENUE SOURCES BEYOND OUR DIRECT CONTROL?

2022 REVENUE PERCENTAGES BY SOURCE



The revenue dispersion percentage indicates how dependent the City is on certain types of revenue. The more dependent the City is on sources beyond its direct control, such as taxes requiring voter approval or grant revenues from other governments, the less favorable the dispersion.

For the year ended June 30, 2022, the City had direct control over about 51% of its revenues, in the form of service charges. This ratio indicates the City has significant exposure to financial difficulties due to the overreliance on taxes that require voter approval, grants, contributions, and other revenues of about 49%.

2016	2017	2018	2019	2020	2021	2022
38%	39%	47%	48%	56%	49%	49%

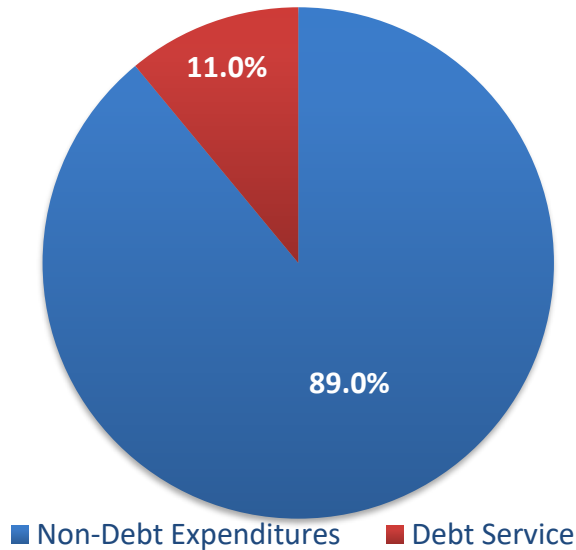
**PERFORMETER®
RATING**

5.2

DEBT SERVICE LOAD

HOW MUCH OF OUR ANNUAL NON-CAPITAL BUDGET IS LOADED WITH DISBURSEMENTS TO PAY OFF LONG-TERM DEBT?

PERCENTAGE OF DEBT SERVICE AND NON-DEBT EXPENDITURES



The debt service load ratio measures the extent to which City-wide non-capital expenditures were comprised of debt service payments on long-term obligations.

For the year ended June 30, 2022, the City's total non-capital expenditures amounted to approximately \$17.6 million, of which \$2.0 million (11%), were payments of principal and interest on long-term debt. In other words, about eleven cents of each dollar spent on non-capital expenditures was for debt service payments. In our model, the City's debt service load is at a well above satisfactory level and is consistent with the prior period.

2016	2017	2018	2019	2020	2021	2022
7%	9%	13%	10%	11%	11%	11%

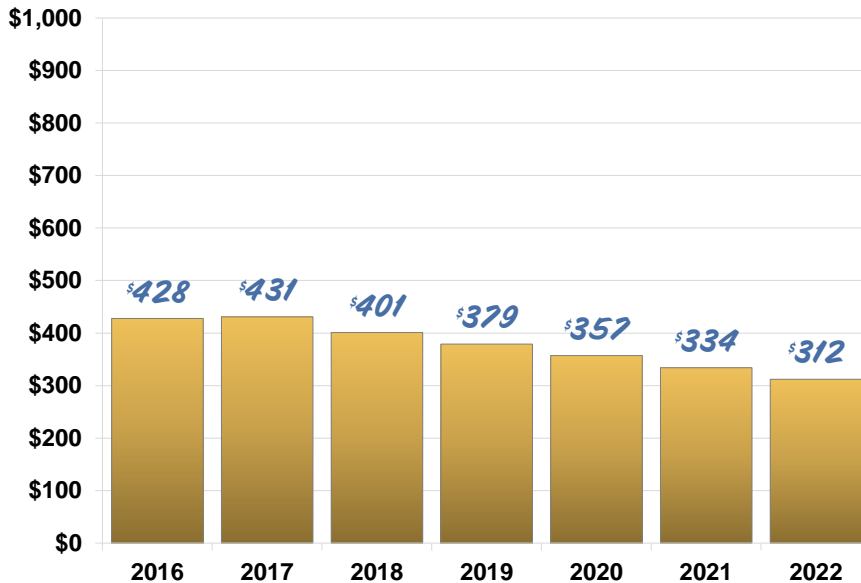
**PERFORMETER®
RATING**

7.9

BONDED DEBT PER CAPITA

WHAT IS THE DEBT BURDEN ON OUR PROPERTY TAX PAYERS?

GENERAL BONDED DEBT PER CAPITA



The financial ratio of general bonded debt per capita is an indication of the City's debt burden on its citizens and other taxpayers related to general obligation debt payable from property taxes. The ratio does not consider debt payable from enterprise activities or alternate revenues.

For the year ended June 30, 2022, the City had \$6.0 million of general obligation bonded debt. The City's general bonded debt per capita in 2019 amounted to \$312. This is a slight improvement in the ratio when compared to the prior year and is considered an above satisfactory general bonded debt burden in our model.

2016	2017	2018	2019	2020	2021	2022
\$428	\$431	\$401	\$379	\$357	\$334	\$312

**PERFORMETER®
RATING**

6.9

LEGAL DEBT LIMIT REMAINING

WILL WE BE ABLE TO ISSUE MORE DEBT, IF NEEDED?

*PERCENTAGE OF LEGAL DEBT LIMIT USED
VERSUS PERCENTAGE REMAINING*



■ Debt Limit Remaining ■ Debt Limit Used

Oklahoma law limits certain types of general obligation debt to no more than 10% of the City's net assessed valuation of taxable property.

For the year ended June 30, 2022, the City continued to have no general obligation debt applicable to this limitation and had 100% of its general bonded debt legal limit remaining.

2016	2017	2018	2019	2020	2021	2022
100%	100%	100%	100%	100%	100%	100%

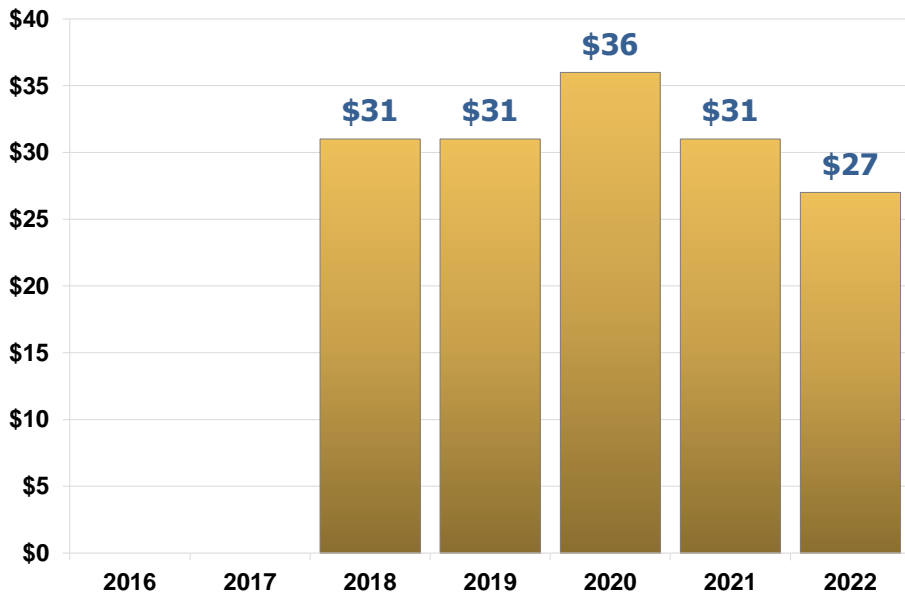
**PERFORMETER®
RATING**

10

PROPERTY TAXES PER CAPITA

WILL OUR CITIZENS BE WILLING TO APPROVE PROPERTY TAX INCREASES, IF NEEDED?

TOTAL PROPERTY TAXES PER CAPITA



The financial ratio of property taxes per capita is an indication of the City's property tax burden on its citizens and other taxpayers. Constitutionally, Oklahoma municipalities may only levy a property tax to retire general obligation bonded debt and judgments.

For the year ended June 30, 2022, the City experienced a decrease in total property tax revenue in the amount of \$80,334 or 15.6% from the prior year and improved the property tax levy per capita calculation.

2016	2017	2018	2019	2020	2021	2022
\$0	\$0	\$31	\$31	\$36	\$31	\$27

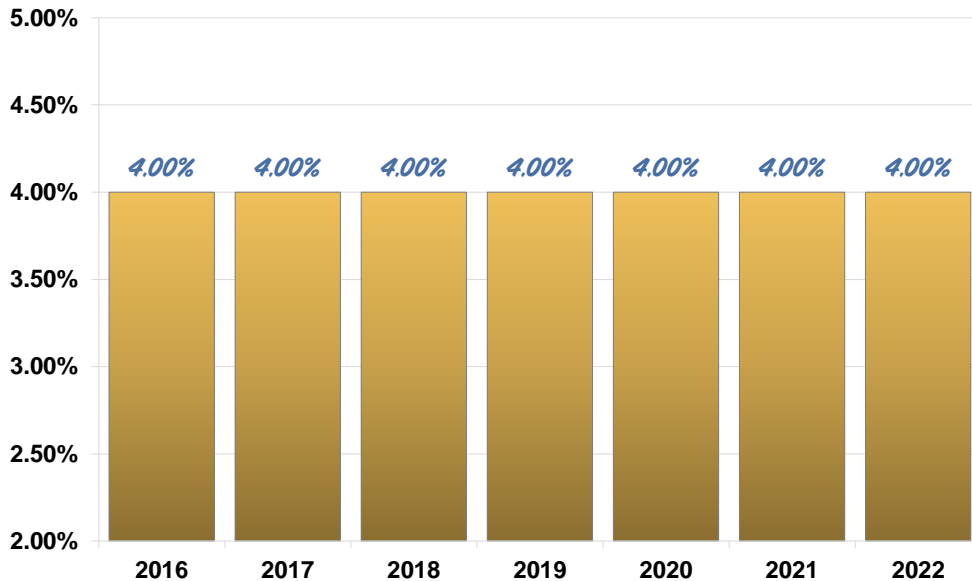
**PERFORMETER®
RATING**

9.9

LOCAL SALES TAX RATE

WILL OUR CITIZENS BE WILLING TO APPROVE SALES TAX INCREASES, IF NEEDED?

SALES TAX RATE



For Oklahoma municipalities, sales tax is the primary source of funding for general government operations. Sales tax rates cannot be increased without voter approval. In our model, a 2% tax rate is considered excellent from the financing margin perspective, while a 5% rate is considered poor as the city has less ability to increase the rate in the future.

For the year ended June 30, 2022, the City's sales tax rate in effect was 4.0%. This is unchanged from the prior period.

2016	2017	2018	2019	2020	2021	2022
4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%

**PERFORMETER®
RATING**

3.3

FINANCIAL CAPABILITY RATINGS

SUMMARY AND COMPARISON TO PRIOR YEARS

Ratio	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
Revenue Dispersion	38%	39%	47%	48%	56%	49%	49%
Debt Service Load	7%	9%	13%	10%	11%	11%	11%
General Bonded Debt per Capita	\$428	\$431	\$401	\$379	\$357	\$334	\$312
Remaining Legal Debt Margin	100%	100%	100%	100%	100%	100%	100%
Property Taxes per Capita	\$0	\$0	\$31	\$31	\$36	\$31	\$27
Sales Tax Rate	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%
Financial Capability Rating	7.5	7.3	6.4	6.8	6.7	6.8	6.9

THANK YOU!

- We would like to commend and thank the City of Bethany for allowing us to present this financial analysis. We hope it serves as a useful and understandable complement to the annual financial report.
- Visit our website at www.crawfordcpas.com for other useful tools for governments.

BETHANY CITY COUNCIL

From: Robert Ray Jones, Jr, City Attorney
Date: November 1, 2023
Subject: Resolution for Charter Amendment Election

BACKGROUND

This is a resolution authorizing an election on the Charter Amendments to Section 2-6 Council: Powers and 4-3 Purchases and Sales. By voting in favor of this resolution, the Council is approving the proposed Charter Amendments for submission to the Oklahoma County Election Board for a special election on January 9, 2024.

If approved, the resolution must be filed with the Oklahoma County Election Board on or before November 9, 2023. The resolution must be published in full in the Bethany Tribune for a period of 21 days beginning November 24, 2023.

The final page in the resolution packet is for City Clerk use only and is not part of the resolution for filing and publishing purposes.

RECOMMENDATION

1. Recommend approval of the resolution.

ADDITIONAL COMMENTS



RESOLUTION NO. 1683

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BETHANY, OKLAHOMA, CALLING AND AUTHORIZING THE COUNTY ELECTION BOARD OF OKLAHOMA COUNTY TO HOLD A SPECIAL ELECTION ON JANUARY 9, 2024 IN THE CITY OF BETHANY, OKLAHOMA FOR THE PURPOSE OF SUBMITTING PROPOSED AMENDMENTS TO THE CHARTER OF THE CITY OF BETHANY, OKLAHOMA, AND PROVIDING FOR THE CONDUCT OF THE ELECTION BY THE OKLAHOMA COUNTY ELECTION BOARD AND PROVIDING FOR NOTICE OF ELECTION.

WHEREAS, the City Council of the City of Bethany, Oklahoma, has reviewed the Charter of the City of Bethany and proposes to the voters, amendments to the Charter in the form of Charter Amendments as set forth in Exhibit “A,” attached hereto and incorporated by reference herein.

NOW, THEREFORE, BE IT RESOLVED the undersigned Mayor of the City of Bethany, Oklahoma, hereby calls a special election for January 9, 2024, for the purpose of submitting to the qualified voters of the City of Bethany, Oklahoma, the question of adoption of proposed amendments to the City Charter of the City of Bethany, Oklahoma.

BE IT FURTHER RESOLVED the ballot titles of the Election Propositions shall read as follows:

PROPOSITION I

Shall Section 2-6 of the City Charter of the City of Bethany, Oklahoma, be amended to remove the personnel board appointment clause as set forth in Resolution No. ____, and published in accordance with the laws of the State of Oklahoma and in full in the *Bethany Tribune*?

0 yes (For Amendment)

0 No (Against Amendment)

PROPOSITION II

Shall Section 4-3 of the City Charter of the City of Bethany, Oklahoma, be amended to provide that the city may transfer surplus or obsolete supplies, materials, or equipment in exchange for realty, property, or services as set forth in Resolution No. ____, and published in accordance with the laws of the State of Oklahoma and in full in the *Bethany Tribune*?

0 yes (For Amendment)

0 No (Against Amendment)

BE IT FURTHER RESOLVED the election shall be conducted by the Oklahoma County Election Board on a City-wide basis.

BE IT FURTHER RESOLVED the precinct officials, polling places, hours, and rules for said election shall be determined by the Oklahoma County Election Board in the same manner as determined by State and County Elections.

BE IT FURTHER RESOLVED absentee ballots will be allowed in the election.

This is to certify that the within and foregoing Resolution was duly adopted and approved by the Mayor and City Council of the City of Bethany, Oklahoma, in regular session, this 7th day of November, 2023, after compliance with notice requirements of the Open Meeting Law (25 OSA, Sections 301, et seq.).

MAYOR NIKKI LLOYD
City of Bethany, Oklahoma

ATTEST:

CITY CLERK

Approved as to form and legality on _____, 2023.

CITY ATTORNEY

EXHIBIT "A"

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 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 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.

Filed with the Oklahoma County Election Board on _____, 2023.

CITY CLERK

Published ***IN FULL*** in the Bethany Tribune beginning the 24th day of November, 2023, and ending the 15th day of December, 2023 (a period of three complete weeks)

CITY CLERK

Note to City Clerk: The resolution must be filed with County Election Board by 11/19/2023. The first day of publication of the resolution in the Bethany Tribune must be November 15th, 2023.

CITY OF BETHANY

From: Elizabeth A. Gray, City Manager
Date: October 12, 2023
Subject: Architect recommendation to accept bids for Fire Station Addition-GO Bond Proposition 3A

BACKGROUND

This item comes to council to approve a contract with Lippert Brothers Construction to complete bid packages 1 and 1A for the fire station remodel.

HISTORY: As a result of the successful 2022, G.O. Bond election the City of Bethany is now ready to begin the project on the Fire Station Addition, Proposition 3A. This project is being built as a construction manager project with Troy Rhodes, Architect and Lippert Brothers Construction as construction manager.

On October 17, 2023, Council received a report that bids came in higher than anticipated and the architect recommends proceeding with bid packages 1 and 1A (attached). Bids include HVAC, electrical, insulation, sheetrock, and plumbing. Council approved the recommendation. Council was also informed that bid packages 1B, 1C and 1D will be completed when funds become available. These packages include millwork, flooring, appliances, and sod.

The construction manager will identify any cost savings measures possible and use contingency towards the end of the project to help complete the project. The City will identify potential project funding to complete other phases of this project and bring a recommendation to council at an upcoming meeting.

RECOMMENDATION

1. Approval to accept Contract for Lippert Brothers Construction for Bid packets 1 and 1A for a total of \$1,019,504.18 for the G. O. Bond Proposition 3A-Bethany Fire Station Addition project and authorize the mayor to sign the contract document on behalf of the City of Bethany.



ADDITIONAL COMMENTS

Funding for this project will come from the GO Bond Proceeds.

October 13, 2023

City of Bethany
6700 NW 36th ST
Bethany OK 73008



Attn.: Ms. Elizabeth Gray
City Manager

Re: Bethany Fire Station Addition

Dear Ms. Gray,

The following is intended to describe the warranty period and mechanics of handling warranty issues that may arise following completion of the project.

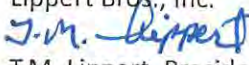
The warranty for the project will be for a one-year period of time following the date of substantial completion for each of the respective project phases of work. Lippert Bros., Inc. will have each subcontractor provide a written warranty statement for the individual bid package for which they performed and or completed. See sample warranty statement attached. This includes bid packages that Lippert Bros., Inc. self-performed. These warranty statements will be included in our project close-out documents.

As your Construction Manager, Lippert Bros., Inc. will serve as the point of contract with the City of Bethany and or Fire Department personnel to track and coordinate warranty service work as it may arise. This tracking is accomplished by utilizing Warranty Tracking tool that is part of our Procore cloud-based project management software. See typical tracking form attached. This service will include an initial investigation of each warranty issue, contacting the appropriate subcontractor and coordinating the repair or corrective work to be performed and reporting back the City of Bethany or Fire Department representative to confirm the issue has been properly addressed.

Just prior to completion of the one-year warranty period a site and building inspection will be performed to identify any potential warranty issues that have not previously been identified. These items, if any, will be addressed by the respective bid package subcontractor.

We trust that you will find this procedure to be an acceptable means of addressing any warranty issues that may arise. Please advise or contact me with any questions or concerns you may have regarding this matter.

Respectfully,

Lippert Bros., Inc.

T.M. Lippert, President

Enc.



PROVIDING CONSTRUCTION SERVICES FOR 100 YEARS ■ LIPPERT@LIPPERTBROS.COM

2211 E. I-44 SERVICE ROAD ■ P.O. BOX 17450 OKLAHOMA CITY, OK 73136-1450 ■ 405-478-3580 ■ FAX 405-478-3301

WARRANTY

PROJECT: Bethany Fires Station Addition

Owner:
City of Bethany
6700 NW 36th Street
Bethany, OK 73008
405-789-2146

Architect:
Troy D. Rhodes & Company
4323 NW 63RD Street, Suite 201
Oklahoma City, OK 73116
405-843-8600

Construction Manager:
Lippert Bros., Inc.
2211 E. I-44 Service Rd.
Oklahoma City, OK 73111
405-478-3580

Company Name: _____

Contact Name: _____

Office Telephone: _____

Cell Phone: _____

E-Mail Address: _____

_____, as the above-named Subcontractor for the Bethany Fire Station Addition project, does hereby guarantee that all work executed under the plans and specifications will be free from defects of materials and workmanship for a period of (1) ONE YEAR from the date of substantial completion. Any materials, workmanship, or equipment furnished as a part of which prove defective or fail to operate properly, within (1) ONE YEAR of the date of substantial completion, shall be repaired and replaced promptly upon notification by the Construction Manager without cost to the owner. The date of substantial completion is _____.

This warranty/guarantee does not diminish nor replace any extended warranties or guarantees furnished by product manufacturers as required by the Contract and Project specifications.

This warranty/guarantee does not apply to work or products which has been abused or neglected by the Owner or its assignee.

The representative signing said warranty verifies and agrees that they have full power and authority to sign for _____.

Signed Name

Printed Name and Title

Procore Warranty Tracking Tool Sample



Lippert Bros., Inc.
 PO Box 17450
 Oklahoma City, Oklahoma 73136
 United States

Printed on Fri Oct 13, 2023 at 04:23 pm CDT
 Job #: 1602 Redbud Elementary Phase 2 & 3 Additions
 3800 North Douglas Boulevard
 Edmond Oklahoma. 73034

Warranty Tool

#	Rev	Title	Created Date	Due Date	Assigned To	Assignee's Response	Status
1	0	Restroom R37 (711) Wattie Wolfe	10/10/23 at 09:28 am	10/13/2023	Eric Hammes	Pending	Open
2	0	Loose Exterior lens (Prime Elec)	10/10/23 at 09:33 am	10/23/2023	TJ Jordan	Pending	Open
3	0	Rubber base coming off (Bryan's)	10/10/23 at 09:35 am	10/23/2023	Cody Caywood	Pending	Open
4	0	Leaks R29 and 610 - (assigned to Chad LBI until I look at these)	10/10/23 at 09:37 am				Open
5	0	Storefront doors leaking during rain (Alfred)	10/10/23 at 09:40 am	10/23/2023	Chance Alfred	Pending	Open
6	0	Water Fountain leaking (Wattie Wolfe)	10/10/23 at 09:41 am	10/23/2023	Eric Hammes	Pending	Open



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/12/2023

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 Arthur J. Gallagher Risk Management Services, LLC 615 East Britton Road Oklahoma City OK 73114	CONTACT NAME: Amber Page	
	PHONE (A/C No. Ext): 405-639-3812	FAX (A/C, No):
E-MAIL ADDRESS: Amber_Page@ajg.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Continental Casualty Company		20443
INSURER B: Zurich American Insurance Company		16535
INSURER C: American Guarantee and Liability Ins Co		26247
INSURER D: Steadfast Insurance Company		26387
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 730386798 **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
B	<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"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GLO780675800	8/1/2023	8/1/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Drive Other			BAP780676000	8/1/2023	8/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$1,000,000 PROPERTY DAMAGE (Per accident) \$1,000,000 \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			SXS780676100	8/1/2023	8/1/2024	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC780675700	8/1/2023	8/1/2024	<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 D B	Builders Risk Professional Liability Contractors Equipment			7034138862 EOC859915800 CPP686289200	8/1/2023 8/1/2023 8/1/2023	8/1/2024 8/1/2024 8/1/2024	Builders Risk \$35,000,000 Occurrence/Aggerate \$1M/\$2M Rented Equipment \$150,000

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

Builders Risk Deductible - \$10,000
 Project: City of Bethany Fire Station Addition
 Additional Insured:
 City of Bethany
 6700 NW 36th Street
 Bethany, OK 73008

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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AIA Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 11th day of October in the year 2023, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 7th day of February in the year 2023 (the “Agreement”)

(In words, indicate day, month, and year.)

for the following **PROJECT:**

(Name and address or location)

City of Bethany Fire Station Addition
3919 N. Rockwell Avenue
Bethany, OK 73008

THE OWNER:

(Name, legal status, and address)

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

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

Lippert Bros., Inc.
PO Box 17450
Oklahoma City, OK 73136

TABLE OF ARTICLES

A.1 GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 CONSTRUCTION MANAGER’S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager’s Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed one million nineteen thousand five hundred four dollars and 18/100 (\$1,019,504.18), subject to additions and deductions by Change Order as provided in the Contract Documents.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

Attachment A - Bethany Fire Station Addition Phase 1 Building Shell

Attachment B - Bethany Fire Station Addition Phase 1A Building Shell Gypsum Board & Insulation

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
None	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
Phase 1B Building Finish-Out Attachment C	\$253,369.14	
Phase 1C Building Finish-Out Attachment D	\$65,103.19	
Phase 1D Building Finish-Out Attachment E	\$16,853.47	

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of execution of this Amendment.

Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

The Date of Commencement of the Work is not selected, then the Date of Commencement shall be upon receipt of the following:

1. Executed AIA Document A133-2019 Exhibit A
2. Receipt of Building Permit
3. Notice to Proceed Letter from City of Bethany

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

Init.

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User Notes:

(3B9ADA27)

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

Not later than one hundred eighty (180) calendar days from the date of commencement of the Work.

By the following date:

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Refer to Attached Exhibits:

- A.2 Project Specifications dated August 17, 2023
- A2.1 Addendum No. 1 dated September 8, 2023
- A2.2 Addendum No. 2 dated September 12, 2023
- A2.3 Addendum No. 3 dated October 4, 2023

Section	Title	Date	Pages
---------	-------	------	-------

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Refer to Attached Exhibits:

- A.3 Project Plans dated August 17, 2023

Number	Title	Date
--------	-------	------

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design

reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

(Table Deleted)

Contract Time is based on Phase 1 and Phase 1A Scope of Work and shall be adjusted as additional Phases of Work are added through formal Change Order.

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
None	

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

Phase 1 Building Shell Cost Summary dated October 10, 2023
Phase 1A Building Shell Gypsum Board & Insulation dated October 10, 2023

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

None

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)

Nikki Lloyd, Mayor

(Printed name and title)



CONSTRUCTION MANAGER (Signature)

T. M. Lippert, President

(Printed name and title)

Attachment A – Bethany Fire Station Addition Phase 1 Building Shell

BETHANY FIRE STATION ADDITION
CITY OF BETHANY
BETHANY, OKLAHOMA

CONSTRUCTION MANAGER: LIPPERT BROS., INC.

ARCHITECT: TROY D. RHODES & COMPANY, INC.



**BETHANY FIRE STATION ADDITION
PHASE 1 - BUILDING SHELL**

LIPPERT BROS., INC. PRELIMINARY BID TOTAL - Bid Date: 9/14/2023

10/10/2023

BASE BID - BID PACKAGE TOTALS	Bid Results
GENERAL REQUIREMENTS	\$104,099.38
BID PACKAGE #02.0 - DEMOLITION	\$6,800.00
BID PACKAGE #03.0 - BUILDING CONCRETE	\$82,000.00
Delete Site Paving	(\$9,080.00)
BID PACKAGE #04.0 - MASONRY	\$62,000.00
BID PACKAGE #05.0 - STRUCTURAL & MISC. STEEL MATERIAL	\$7,700.00
BID PACKAGE #05.1 - STRUCTURAL & MISC. STEEL ERECTION	\$1,900.00
BID PACKAGE #06.0 - WOOD FRAMING, SHEATHING, DECKING MATERIAL	\$39,000.00
BID PACKAGE #06.1 - WOOD FRAMED ROOF TRUSS MATERIAL	\$35,900.00
BID PACKAGE #06.2 - WOOD DRAMING, SHEATHING, DECKING & ROOF TRUSS ERECTION	\$72,000.00
BID PACKAGE #07.0 - SEALANTS, WATER AND AIR BARRIERS	\$10,150.00
BID PACKAGE #07.1 -STANDING SEAM METAL ROOFING, SOFFITS AND SNOW GUARDS	\$92,800.00
BID PACKAGE #07.2 - FIBER-CEMENT BOARD SIDING	\$14,500.00
BID PACKAGE #08.0 - HOLLOW METAL FRAMES	\$6,400.00
BID PACKAGE #08.3 - ALUMINUM-FRAMED STOREFRONTS & GLAZING	\$26,981.00
Add Emergency Egress Window Unit	\$4,400.00
BID PACKAGE #21.0 - FIRE SUPPRESSION	\$12,400.00
Delete Fire Suppression System	(\$12,400.00)
BID PACKAGE #22.0 - PLUMBING	\$101,598.00
Change All Domestic Water Piping From ProPress Copper to Uponor Pex Piping	(\$6,652.00)
Change Location of all Domestic Water Piping From Above Head to Below Grade Pex Loop	(\$4,600.00)
BID PACKAGE #23.0 - HVAC	\$91,146.00
Convert some square duct to equivalent round duct w/ 1 1/2" FSK wrap. Use greater than 5' flex duct branch runs to grills. Supply duct to be R8.0 and return duct to be R6.0.	(\$2,500.00)
Substitute seismic vibration isolators with standard vibration isolators for split systems / exhaust systems	(\$900.00)
BID PACKAGE #26.0 - ELECTRICAL	\$116,115.00
BID PACKAGE #31.0 - EARTHWORK	\$14,100.00
BID PACKAGE #32.0 - PAVING, GUTTERS, SIDEWALKS, PAVEMENT MARKERS & ADA SIGNS	\$0.00
SEE CONCRETE BID PKG. #3.0	
BID PACKAGE #33.0 - SITE UTILITIES - SANITARY SEWER	\$0.00
SEE PLUMBING BID PKG. #22.0	
SUBTOTAL	\$865,857.38
PROFESSIONAL LIABILITY INSURANCE	\$865.86
SUBCONTRACTOR GENERAL LIABILITY INSURANCE	\$1,218.47
BUILDERS RISK INSURANCE	\$1,952.87
SUBTOTAL	\$869,894.57
CM P&P BONDS	\$0.00
CONTINGENCY - LSM	\$39,000.00
CM FEE - 7.5%	\$68,167.09
BASE BID TOTAL	\$977,061.66

Attachment B – Bethany Fire Station Addition Phase 1A Building Shell Gypsum Board & Insulation

BETHANY FIRE STATION ADDITION
 CITY OF BETHANY
 BETHANY, OKLAHOMA



CONSTRUCTION MANAGER: LIPPERT BROS., INC.

ARCHITECT: TROY D. RHODES & COMPANY, INC.

BETHANY FIRE STATION ADDITION
PHASE 1A - BUILDING SHELL GYPSUM BOARD & INSULATION
LIPPERT BROS., INC. PRELIMINARY BID TOTAL - Bid Date: 9/14/2023

10/10/2023

BASE BID - BID PACKAGE TOTALS	Bid Results
GENERAL REQUIREMENTS	\$0.00
BID PACKAGE #09.0 - GYPSUM BOARD ASSEMBLIES	\$40,830.00
Delete Blown-In Insulation and Provide Std. R-30 Batt Between Ceiling Joist	(\$3,540.00)
SUBTOTAL	\$37,290.00
PROFESSIONAL LIABILITY INSURANCE	\$37.29
SUBCONTRACTOR GENERAL LIABILITY INSURANCE	\$69.98
BUILDERS RISK INSURANCE	\$84.14
SUBTOTAL	\$37,481.42
CM P&P BONDS	\$0.00
CONTINGENCY - LSM	\$2,000.00
CM FEE - 7.5%	\$2,961.11
BASE BID TOTAL	\$42,442.52

Attachment C – Bethany Fire Station Addition Phase 1B Building Finish-Out

BETHANY FIRE STATION ADDITION
 CITY OF BETHANY
 BETHANY, OKLAHOMA

CONSTRUCTION MANAGER: LIPPERT BROS., INC.

ARCHITECT: TROY D. RHODES & COMPANY, INC.



**BETHANY FIRE STATION ADDITION
 PHASE 1B - BUILDING FINISH-OUT**

LIPPERT BROS., INC. PRELIMINARY BID TOTAL - Bid Date: 9/14/2023

10/10/2023

BASE BID - BID PACKAGE TOTALS	Bid Results
GENERAL REQUIREMENTS	\$50,459.63
BID PACKAGE #06.3 - MILLWORK	\$130,000.00
BID PACKAGE #08.1 - FLUSH WOOD DOORS	\$8,500.00
BID PACKAGE #08.2 - FINISH HARDWARE	\$12,900.00
BID PACKAGE #09.3 - BED, TAPE AND PAINT	\$27,800.00
SUBTOTAL	\$229,659.63
PROFESSIONAL LIABILITY INSURANCE	\$229.66
SUBCONTRACTOR GENERAL LIABILITY INSURANCE	\$285.04
BUILDERS RISK INSURANCE	\$517.89
SUBTOTAL	\$230,692.22
CM P&P BONDS	\$0.00
CONTINGENCY - LSM	\$5,000.00
CM FEE - 7.5%	\$17,676.92
BASE BID TOTAL	\$253,369.14

Attachment D – Bethany Fire Station Addition Phase 1C Building Finish-Out

BETHANY FIRE STATION ADDITION
 CITY OF BETHANY
 BETHANY, OKLAHOMA

CONSTRUCTION MANAGER: LIPPERT BROS., INC.

ARCHITECT: TROY D. RHODES & COMPANY, INC.



**BETHANY FIRE STATION ADDITION
 PHASE 1C - BUILDING FINISH-OUT**

LIPPERT BROS., INC. PRELIMINARY BID TOTAL - Bid Date: 9/14/2023

10/10/2023

BASE BID - BID PACKAGE TOTALS	Bid Results
GENERAL REQUIREMENTS	\$12,000.00
BID PACKAGE #09.1 - TILING	\$13,422.00
BID PACKAGE #09.2 - RESILIENT FLOORING & BASE & TILE CARPETING	\$32,020.00
BID PACKAGE #10.0 - MISC. SPECIALTIES - SIGNAGE & PLAQUES	\$850.00
SUBTOTAL	\$58,292.00
PROFESSIONAL LIABILITY INSURANCE	\$58.29
SUBCONTRACTOR GENERAL LIABILITY INSURANCE	\$79.34
BUILDERS RISK INSURANCE	\$131.47
SUBTOTAL	\$58,561.10
CM P&P BONDS	\$0.00
CONTINGENCY - LSM	\$2,000.00
CM FEE - 7.5%	\$4,542.08
BASE BID TOTAL	\$65,103.19

Attachment E – Bethany Fire Station Addition Phase 1D Building Finish-Out

BETHANY FIRE STATION ADDITION
 CITY OF BETHANY
 BETHANY, OKLAHOMA

CONSTRUCTION MANAGER: LIPPERT BROS., INC.

ARCHITECT: TROY D. RHODES & COMPANY, INC.



**BETHANY FIRE STATION ADDITION
 PHASE 1D - BUILDING FINISH-OUT**

LIPPERT BROS., INC. PRELIMINARY BID TOTAL - Bid Date: 9/14/2023

10/10/2023

BASE BID - BID PACKAGE TOTALS	Bid Results
GENERAL REQUIREMENTS	0.00
BID PACKAGE #08.4 - ACCESS DOORS & WALL PROTECTION	3,350.00
BID PACKAGE #10.1 - MISC. SPECIALTIES - TOILET, LAUNDRY & JAINTORIAL ACCESSORIES	3,700.00
BID PACKAGE #10.2 - MISC. SPECIALTIES - FIRE PROTECTION SPECIALTIES	560.00
BID PACKAGE #11.0 - RESIDENTIAL APPLIANCES	0.00
BID PACKAGE #32.2 - SOILD SLAB SOD	6,000.00
SUBTOTAL	13,610.00
PROFESSIONAL LIABILITY INSURANCE	\$13.61
SUBCONTRACTOR GENERAL LIABILITY INSURANCE	\$23.33
BUILDERS RISK INSURANCE	\$30.71
SUBTOTAL	13,677.64
CM P&P BONDS	0.00
CONTINGENCY - LSM	2,000.00
CM FEE - 7.5%	1,175.82
BASE BID TOTAL	16,853.47



Lippert Bros., Inc.

Current Specifications

Number	Description	Revision	Issued Date	Received Date	Set
00 - Procurement and Contracting Requirements					
000110	Table of Contents	1	09/07/23	09/07/23	Addendum #1
000110.03	Electrical Index and Engineer's Seal	0	09/12/23	09/12/23	Addendum #2
002113	Instructions to Bidders	0	08/17/23	08/17/23	Construction Documents
003132	Geotechnical Data	0	08/17/23	08/17/23	Construction Documents
004325	Substitution Request Form - During Procurement	0	08/17/23	08/17/23	Construction Documents
005000	Contracting Forms and Supplements	0	08/17/23	08/17/23	Construction Documents
006325	Substitution Request Form - During Construction	0	08/17/23	08/17/23	Construction Documents
007301	Electronic Media Release for Submittal Preparation	0	08/17/23	08/17/23	Construction Documents
0. - Construction Manager's Manual					
0.0	CM Manual Cover/Table of Contents	0	08/17/23	08/17/23	Construction Manager's Manual
1.03	Summary of Work	0	08/17/23	08/17/23	Construction Manager's Manual
1.04	Bid Form	2	09/12/23	09/12/23	Addendum #2
1.05	Bid Bond	0	08/17/23	08/17/23	Construction Manager's Manual
1.06	Contractor's Checklist for Bid Submittal	0	08/17/23	08/17/23	Construction Manager's Manual
1.07	Non-Collusion Affidavit	0	08/17/23	08/17/23	Construction Manager's Manual
1.08	Business Relationships Affidavit	0	08/17/23	08/17/23	Construction Manager's Manual
1.11	Performance Bond	0	08/17/23	08/17/23	Construction Manager's Manual
1.12	Payment Bond	0	08/17/23	08/17/23	Construction Manager's Manual
1.13	Defect Bond	0	08/17/23	08/17/23	Construction Manager's Manual
1.14	General Conditions	0	08/17/23	08/17/23	Construction Manager's Manual
1.15	Supplemental Conditions	0	08/17/23	08/17/23	Construction Manager's Manual
1.16	Certificate of Compliance with Asbestos Restrictions	0	08/17/23	08/17/23	Construction Manager's Manual
02.0	Bid Package 02.0 - Demolition	0	08/17/23	08/17/23	Construction Manager's Manual
2.01	Common Work Requirements & Procedures for Subcontractors	0	08/17/23	08/17/23	Construction Manager's Manual
2.04	Alternates	0	08/17/23	08/17/23	Construction Manager's Manual
2.05	Project Schedule	0	08/17/23	08/17/23	Construction Manager's Manual
2.06	Schedules, Submittals, Tests, & Approvals	0	08/17/23	08/17/23	Construction Manager's Manual
2.07	Shop Drawings, Product Data, & Samples	0	08/17/23	08/17/23	Construction Manager's Manual
2.08	Quality Requirements	0	08/17/23	08/17/23	Construction Manager's Manual
2.09	Reference Standards	0	08/17/23	08/17/23	Construction Manager's Manual
2.11	Project Meetings	0	08/17/23	08/17/23	Construction Manager's Manual
2.12	Temporary Facilities & Controls	0	08/17/23	08/17/23	Construction Manager's Manual

Attachment A.2 - Project Specifications

Printed on Thu Oct 12, 2023 at 09:43 am CDT
 Job #: 1683 Bethany Fire Station Addition



Lippert Bros., Inc.

Number	Description	Revision	Issued Date	Received Date	Set
2.13	Product Requirements	0	08/17/23	08/17/23	Construction Manager's Manual
2.15	Cleaning	0	08/17/23	08/17/23	Construction Manager's Manual
2.16	Cutting & Patching	0	08/17/23	08/17/23	Construction Manager's Manual
2.17	Execution & Closeout Requirements	0	08/17/23	08/17/23	Construction Manager's Manual
03.0	Bid Package 03.0 - Building Concrete	0	08/17/23	08/17/23	Construction Manager's Manual
04.0	Bid Package 04.0 - Masonry	0	08/17/23	08/17/23	Construction Manager's Manual
05.0	Bid Package 05.0 - Structural & Misc. Steel Material	0	08/17/23	08/17/23	Construction Manager's Manual
05.1	Bid Package 05.1 - Structural & Misc. Steel Erection	0	08/17/23	08/17/23	Construction Manager's Manual
06.0	Bid Package 06.0 - Wood Framing, Sheathing, and Decking Material	0	08/17/23	08/17/23	Construction Manager's Manual
06.1	Bid Package 06.1 - Wood Framed Roof Truss Material	0	08/17/23	08/17/23	Construction Manager's Manual
06.2	Bid Package 06.2 - Wood Framing, Sheathing, Decking, & Roof Truss Erection	0	08/17/23	08/17/23	Construction Manager's Manual
06.3	Millwork	1	09/07/23	09/07/23	Addendum #1
07.0	Bid Package 07.0 - Sealants, Water, and Air Barriers	1	09/12/23	09/12/23	Addendum #2
07.1	Bid Package 07.1 - Standing Seam Metal Roofing, Perforated Soffit Panels, and Snow Guards	0	08/17/23	08/17/23	Construction Manager's Manual
07.2	Bid Package 07.2 - Fiber-Cement Board Siding	0	08/17/23	08/17/23	Construction Manager's Manual
08.0	Bid Package 08.0 - Hollow Metal Frames	1	09/07/23	09/07/23	Addendum #1
08.1	Bid Package 08.1 - Flush Wood Doors	0	08/17/23	08/17/23	Construction Manager's Manual
08.2	Bid Package 08.2 - Finish Hardware (Material Only)	0	08/17/23	08/17/23	Construction Manager's Manual
08.3	Bid Package 08.3 - Aluminum-Framed Storefronts & Glazing	0	08/17/23	08/17/23	Construction Manager's Manual
08.4	Bid Package 08.4 - Access Doors & Wall Protection	0	08/17/23	08/17/23	Construction Manager's Manual
09.0	Bid Package 09.0 - Gypsum Board Assemblies	0	08/17/23	08/17/23	Construction Manager's Manual
09.1	Bid Package 09.1 - Tiling	1	09/07/23	09/07/23	Addendum #1
09.2	Bid Package 09.2 - Resilient Flooring, Base, and Carpet Tile	0	08/17/23	08/17/23	Construction Manager's Manual
09.3	Bid Package 09.3 - Tape, Bed, & Paint	1	09/12/23	09/12/23	Addendum #2
10.0	Bid Package 10.0 - Misc. Specialties - Signage & Plaques	0	08/17/23	08/17/23	Construction Manager's Manual
10.1	Bid Package 10.1 - Misc. Specialties - Toilet, Laundry, and Janitorial Accessories	0	08/17/23	08/17/23	Construction Manager's Manual
10.2	Bid Package 10.2 - Misc. Specialties - Fire Protection Specialties	0	08/17/23	08/17/23	Construction Manager's Manual
11.0	Bid Package 11.0 - Residential Appliances	0	08/17/23	08/17/23	Construction Manager's Manual
21.0	Bid Package 21.0 - Fire Suppression	0	08/17/23	08/17/23	Construction Manager's Manual
22.0	Bid Package 22.0 - Plumbing	1	09/07/23	09/07/23	Addendum #1
23.0	Bid Package 23.0 - HVAC	0	08/17/23	08/17/23	Construction Manager's Manual
26.0	Bid Package 26.0 - Electrical	1	09/12/23	09/12/23	Addendum #2
31.0	Bid Package 31.0 - Earthwork	0	08/17/23	08/17/23	Construction Manager's Manual
32.0	Bid Package 32.0 - Concrete Paving, Curb & Gutters, Sidewalks, Pavement Markings, and Handi-Cap Parking Signs	0	08/17/23	08/17/23	Construction Manager's Manual
32.1	Bid Package 32.1 - Chain Link Fencing & Gate, Vehicular Rolling Gate, and Gate Operator	0	08/17/23	08/17/23	Construction Manager's Manual
32.2	Bid Package 32.2 - Solid Slab Sodding	0	08/17/23	08/17/23	Construction Manager's Manual
33.0	Bid Package 33.0 - Site Utilities - Sanitary Sewer	1	09/12/23	09/12/23	Addendum #2

Attachment A.2 - Project Specifications

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Lippert Bros., Inc.

Number	Description	Revision	Issued Date	Received Date	Set
01 - General Requirements					
011000	Summary	0	08/17/23	08/17/23	Construction Documents
012000	Price and Payment Procedures	1	09/07/23	09/07/23	Addendum #1
012300	Alternates	0	09/07/23	09/07/23	Addendum #1
012500	Substitution Procedures	0	08/17/23	08/17/23	Construction Documents
013000	Administrative Requirements	1	09/07/23	09/07/23	Addendum #1
014000	Quality Requirements	0	08/17/23	08/17/23	Construction Documents
014216	Definitions	0	08/17/23	08/17/23	Construction Documents
015000	Temporary Facilities and Controls	0	08/17/23	08/17/23	Construction Documents
016000	Product Requirements	0	08/17/23	08/17/23	Construction Documents
017000	Execution and Closeout Requirements	0	08/17/23	08/17/23	Construction Documents
017800	Closeout Submittals	1	09/07/23	09/07/23	Addendum #1
02 - Existing Conditions					
024100	Demolition	0	08/17/23	08/17/23	Construction Documents
024119	Selective Structure Demolition	1	09/07/23	09/07/23	Addendum #1
03 - Concrete					
033000	Cast-in-Place Concrete	1	09/07/23	09/07/23	Addendum #1
04 - Masonry					
042613	Masonry Veneer	1	09/07/23	09/07/23	Addendum #1
05 - Metals					
055000	Metal Fabrications	0	08/17/23	08/17/23	Construction Documents
06 - Wood, Plastics, and Composites					
061000	Rough Carpentry	1	09/07/23	09/07/23	Addendum #1
061500	Wood Decking	0	08/17/23	08/17/23	Construction Documents
061753	Shop-Fabricated Wood Trusses	0	08/17/23	08/17/23	Construction Documents
064100	Architectural Wood Casework	1	09/07/23	09/07/23	Addendum #1
07 - Thermal and Moisture Protection					
072100	Thermal Insulation	0	08/17/23	08/17/23	Construction Documents
072126	Blown Insulation	1	09/12/23	09/12/23	Addendum #2
072500	Weather Barriers	1	09/07/23	09/07/23	Addendum #1
072723	Board Product Air Barriers - Alternate No. 3	0	09/07/23	09/07/23	Addendum #1
074113	Metal Roof Panels	1	09/07/23	09/07/23	Addendum #1
074646	Fiber-Cement Siding	0	08/17/23	08/17/23	Construction Documents
077200	Roof Accessories	0	08/17/23	08/17/23	Construction Documents
079200	Joint Sealants	0	08/17/23	08/17/23	Construction Documents
08 - Openings					
081213	Hollow Metal Frames	0	08/17/23	08/17/23	Construction Documents

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Lippert Bros., Inc.

Number	Description	Revision	Issued Date	Received Date	Set
081416	Flush Wood Doors	0	08/17/23	08/17/23	Construction Documents
083100	Access Doors and Panels	0	08/17/23	08/17/23	Construction Documents
084313	Aluminum-Framed Storefronts	0	08/17/23	08/17/23	Construction Documents
087100	Door Hardware	0	08/17/23	08/17/23	Construction Documents
088000	Glazing	0	08/17/23	08/17/23	Construction Documents
09 - Finishes					
090561	Common Work Results for Flooring Preparation	0	08/17/23	08/17/23	Construction Documents
092116	Gypsum Board Assemblies	0	08/17/23	08/17/23	Construction Documents
093000	Tiling	0	08/17/23	08/17/23	Construction Documents
096500	Resilient Flooring	0	08/17/23	08/17/23	Construction Documents
096813	Tile Carpeting	0	08/17/23	08/17/23	Construction Documents
099113	Exterior Painting	0	08/17/23	08/17/23	Construction Documents
099123	Interior Painting	0	08/17/23	08/17/23	Construction Documents
10 - Specialties					
101400	Signage	0	08/17/23	08/17/23	Construction Documents
101416	Plaques	0	08/17/23	08/17/23	Construction Documents
102601	Wall Protection	0	08/17/23	08/17/23	Construction Documents
102800	Toilet, Laundry, and Janitorial Accessories	0	08/17/23	08/17/23	Construction Documents
104400	Fire Protection Specialties	0	08/17/23	08/17/23	Construction Documents
11 - Equipment					
113013	Residential Appliances	0	08/17/23	08/17/23	Construction Documents
12 - Furnishings					
123600	Countertops and Stools	0	08/17/23	08/17/23	Construction Documents
21 - Fire Suppression					
210500	Common Work Results for Fire Suppression	0	08/17/23	08/17/23	Construction Documents
22 - Plumbing					
220500	Common Work Results for Plumbing	0	08/17/23	08/17/23	Construction Documents
220516	Expansion Fittings and Loops for Plumbing Piping	0	08/17/23	08/17/23	Construction Documents
220519	Meters and Gages for Plumbing Piping	0	08/17/23	08/17/23	Construction Documents
220523	General-Duty Valves for Plumbing Piping	0	08/17/23	08/17/23	Construction Documents
220529	Hangers and Supports for Plumbing Piping and Equipment	0	08/17/23	08/17/23	Construction Documents
220548	Vibration and Seismic Controls for Plumbing	0	09/07/23	09/07/23	Addendum #1
220553	Identification for Plumbing Piping and Equipment	0	08/17/23	08/17/23	Construction Documents
220700	Plumbing Insulation	0	08/17/23	08/17/23	Construction Documents
221116	Domestic Water Piping	0	09/07/23	09/07/23	Addendum #1
221119	Domestic Water Piping Specialties	0	08/17/23	08/17/23	Construction Documents
221316	Sanitary Waste and Vent Piping	1	09/07/23	09/07/23	Addendum #1

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Lippert Bros., Inc.

Number	Description	Revision	Issued Date	Received Date	Set
221319	Sanitary Waste Piping Specialties	0	08/17/23	08/17/23	Construction Documents
224000	Plumbing Fixtures	0	08/17/23	08/17/23	Construction Documents
23 - Heating, Ventilating, and Air Conditioning (HVAC)					
230500	Common Work Results for HVAC	0	08/17/23	08/17/23	Construction Documents
230513	Common Motor Requirements for HVAC Equipment	0	08/17/23	08/17/23	Construction Documents
230529	Hangers and Supports for HVAC Piping and Equipment	0	08/17/23	08/17/23	Construction Documents
230548	Vibration and Seismic Controls for HVAC	0	09/07/23	09/07/23	Addendum #1
230553	Identification for HVAC Piping and Equipment	0	08/17/23	08/17/23	Construction Documents
230593	Testing, Adjusting, and Balancing for HVAC	0	08/17/23	08/17/23	Construction Documents
230700	HVAC Insulation	0	08/17/23	08/17/23	Construction Documents
231123	Facility Natural-Gas Piping	0	08/17/23	08/17/23	Construction Documents
232300	Refrigerant Piping	0	08/17/23	08/17/23	Construction Documents
233113	Metal Ducts	1	09/07/23	09/07/23	Addendum #1
233300	Air Duct Accessories	0	08/17/23	08/17/23	Construction Documents
233423	HVAC Power Ventilators	1	09/07/23	09/07/23	Addendum #1
233713	Diffusers, Registers, and Grilles	0	08/17/23	08/17/23	Construction Documents
238100	Decentralized Unitary HVAC Equipment	1	09/07/23	09/07/23	Addendum #1
26 - Electrical					
260500	Common Work Results for Electrical	0	08/17/23	08/17/23	Construction Documents
260519	Low Voltage Electrical Power Conductors and Cables	0	08/17/23	08/17/23	Construction Documents
260526	Grounding and Bonding for Electrical Systems	0	08/17/23	08/17/23	Construction Documents
260533	Raceway and Boxes for Electrical Systems	0	08/17/23	08/17/23	Construction Documents
260548	Seismic Protection for Electrical Equipment	0	09/12/23	09/12/23	Addendum #2
262416	Panelboards	0	08/17/23	08/17/23	Construction Documents
262726	Wiring Devices	0	08/17/23	08/17/23	Construction Documents
262810	Overcurrent Protective Devices	0	08/17/23	08/17/23	Construction Documents
262816	Enclosed Switches and Circuit Breakers	0	08/17/23	08/17/23	Construction Documents
262900	Motors	0	08/17/23	08/17/23	Construction Documents
263600	Transfer Switches	0	08/17/23	08/17/23	Construction Documents
264313	Surge Protective Devices for Low-Voltage Electrical Power Circuits	0	08/17/23	08/17/23	Construction Documents
265100	Building Lighting	0	08/17/23	08/17/23	Construction Documents
31 - Earthwork					
311000	Site Clearing	0	08/17/23	08/17/23	Construction Documents
312000	Earth Moving	0	08/17/23	08/17/23	Construction Documents
312001	Structural Earth Moving	0	08/17/23	08/17/23	Construction Documents
312320	Trenching and Backfilling for Utilities	0	08/17/23	08/17/23	Construction Documents
313116	Termite Control	0	08/17/23	08/17/23	Construction Documents

Attachment A.2 - Project Specifications

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Lippert Bros., Inc.

Number	Description	Revision	Issued Date	Received Date	Set
32 - Exterior Improvements					
321215	Stabilized Subgrade	0	08/17/23	08/17/23	Construction Documents
321313	Portland Cement Concrete Paving	0	08/17/23	08/17/23	Construction Documents
321314	Concrete Sidewalks, Curbs and Gutters	0	08/17/23	08/17/23	Construction Documents
321317	Pavement Marking	0	08/17/23	08/17/23	Construction Documents
321318	Traffic and Handicap Parking Signs	0	08/17/23	08/17/23	Construction Documents
323100.13	Vehicular Rolling or Slide Gate Operator	1	09/12/23	09/12/23	Addendum #2
323113	Chain Link Fences and Gates	2	09/12/23	09/12/23	Addendum #2
329223	Sodding	0	08/17/23	08/17/23	Construction Documents
33 - Utilities					
334103	Sanitary Sewerage System	0	08/17/23	08/17/23	Construction Documents



Bethany Fire Station Addition

ADDENDUM #1 SUMMARY

Project Name:	Bethany Fire Station Addition
Project Location:	Bethany, OK
Addendum Date:	09-07-2023
TDR Project Number:	21352.00
Revision Distribution:	Tom Lippert..... Lippert Bros. Troy Rhodes..... Troy D. Rhodes & Company Jeff White..... Troy D. Rhodes & Company Rainey High..... Troy D. Rhodes & Company Kevin Bahner..... Wallace Design Collective PEC..... PEC Engineering Consultants SRB..... Smith Roberts Baldischwiler

Revised Items

Project Manual:

Refer to the following changes in the Project Manual

1. 000110 – MASTER TABLE OF CONTENTS: REISSUED
2. 000110.02 – MECHANICAL AND PLUMBING ENGINEERING INDEX AND SEAL: REISSUED
3. 007301 – ELECTRONIC MEDIA RELEASE FOR SUBMITTAL PREPERATION: REISSUED
4. 012000 – PRICE AND PAYMENT PROCEDURES: REISSUED
5. 012300 – ALTERNATES: REISSUED
6. 013000 – ADMINISTRATIVE REQUIREMENTS: REISSUED
7. 017800 – CLOSEOUT SUBMITTALS: REISSUED
8. 024119 – SELECTIVE STRUCTURE DEMOLITION (SRB): REISSUED
9. 033000 – CAST-IN-PLACE CONCRETE (WDC): PAGES 7&8 REISSUED
10. 042613 – MASONRY VENEER: REISSUED
11. 061000 – ROUGH CARPENTRY (WDC): REISSUED
12. 064100 – ARCHITECTURAL WOOD CASEWORK: PAGES 1&2 REISSUED
13. 072723 – BOARD PRODUCT AIR BARRIERS – ALTERNATE No. 3: ISSUED
14. 072500 – WEATHER BARRIERS: REISSUED
15. 074113 – METAL ROOF PANELS: REISSUED
16. 220548 – VIBRATION AND SEISMIC CONTROLS FOR PLUMBING (PEC): ISSUED
17. 221116 – DOMESTIC WATER PIPING (PEC): REISSUED
18. 221316 – SANITARY WASTE PIPING SPECIALTIES (PEC): REISSUED
19. 230548 – VIBRATION AND SEISMIC CONTROLS FOR HVAC (PEC): REISSUED
20. 233113 – METAL DUCTS (PEC): REISSUED
21. 233423 – HVAC POWER VENTILATORS (PEC): REISSUED
22. 323113 – CHAIN LINK FENCES AND GATES: REISSUED

Attachment A2.1 - Addendum No. 1

Drawing Sheets:

Refer to the following drawing sheet modifications:

1. SHEET G0.1 – COVER SHEET
 - a. Added Structural sheets S1.0–SHEARWALL PLAN and S3.3–FRAMING DETAILS to index of drawings. Renamed sheet S3.0 and S3.1 to FRAMING DETAILS.
 - b. Added Electrical sheets E3.2 and E4.2 to index of drawings. All other Electrical Drawings renumbered.
 - c. Added Civil sheet C1.1–GENERAL CONSTRUCTION NOTES to index of drawings.
2. SHEET A0.1 – ARCHITECTURAL SITE PLAN
 - a. Changed height of fence from 7' to 6' in note on 1/A0.1 and in ALTERNATE 1 note.
 - b. Added "REFER TO ALTERNATE SECTION 012300" in ALTERNATE 1 note.
3. SHEET A1.1 – FIRST FLOOR PLAN
 - a. Added ALTERNATE 3 note: "ZIP SYSTEM SHEATHING AND RAINSCREEN INSTEAD OF FLUID APPLIED WEATHER BARRIERS AND ASSOCIATED RAINSCREEN PRODUCTS. REFER TO ALTERNATE SECTION 012300."
 - b. Added hatch to walls to indicate exterior shearwall. Refer to Structural S1.0.
4. SHEET A1.3 – MECHANICAL MEZZANINE PLAN
 - a. Added ALTERNATE 2 note: "PROVIDE NEW FAN FOR EXISTING APPARATUS BAY EXHAUST SYSTEM. REFER TO ALTERNATE SECTION 012300."
5. SHEET A1.4 – EXTERIOR ELEVATIONS
 - a. All downspouts noted.
 - b. Location of roofing underlayment indicated in gray and noted.
6. SHEET A3.1 – ENLARGED FLOOR PLANS
 - a. Added equipment schedule and equipment note tags.
7. SHEET A5.1 – EXTERIOR ELEVATIONS
 - a. Added note "SNOW GUARDS (MATCH EXISTING)" to 1/A5.1.
 - b. Added note "PAINT CEMENTITIOUS BOARD AND BATTEN" to 2/A5.1, 3/A5.1 and 4/A5.1.
 - c. Added note "TIMBER BEAM CLAD IN CEMENTITIOUS TRIM" to 3/A5.1 and 4/A5.1.
 - d. Turned the bottom of downspout to the side off curb on 3/A5.1.
 - e. Wall and Building Section references added to 1/A5.1, 2/A5.1, 3/A5.1 and 4/A5.1.
8. SHEET A6.1 – BUILDING SECTIONS
 - a. Changed note "R-38 INSULATION" to "R-30 INSULATION" on 1/A6.1 and 2/A6.1
 - b. Added ALTERNATE 2 note: "PROVIDE NEW FAN FOR EXISTING APPARATUS BAY EXHAUST SYSTEM. REFER TO ALTERNATE SECTION 012300."
9. SHEET A7.1 – WALL SECTION DETAILS
 - a. Timber beam wrapped in cementitious cladding on 5/A7.1.
10. SHEET A8.2 – DOOR & WINDOW DETAILS
 - a. Added notes "PAINT STEEL TO MATCH ALUMINUM BREAK METAL" and "ALUMINUM BREAK METAL" to 11/A8.2.
 - b. Added wood blocking and aluminum break metal and accompanying notes to door jambs 12/A8.2 and 13/A8.2.
11. SHEET A9.1 – FLOOR FINISH PLAN
 - a. Floor material type "B-2" in the restrooms has been changed to "F-2".
 - b. Floor material pattern for "walk-off mat" in floor finish legend has been changed to match plan.
12. SHEET A9.2 – INTERIOR ELEVATIONS
 - a. Microwave shown on 1/A9.2 and 3/A9.2.
 - b. Ice maker shown on 2/A9.2.
 - c. Equipment tag notes added to 1/A9.2, 2/A9.2, 3/A9.2 and 4/A9.2.
13. SHEET A9.4 – MILLWORK SECTIONS
 - a. Material tag "M-1" added to 1/A9.4, 2/A9.4, 3/A9.2, 4/A9.2 and 5/A9.2.

Attachment A2.1 - Addendum No. 1

14. SHEET A9.5 – MILLWORK SECTIONS
 - a. Material tag “M-1” added to 4/A9.5 and 5/A9.5.
15. SHEET A9.6 – FLOOR FINISH PLAN
 - a. Material tag “M-1” added to 1/A9.6.

STRUCTURAL:

1. S1.2 – FOUNDATION DETAILS
 - a. Steel baseplate size noted on 1/S1.2 – Base Plate Type 1
1. S3.3 – FRAMING DETAILS
 - a. Note referencing roof decking on 2/S3.3 now refers to “PLAN AND GENERAL NOTES ON S0.0.”

ELECTRICAL:

1. E0.1 – ELECTRICAL GENERAL NOTE AND SYMBOLS
 - a. “FIRE ALARM” section in GENERAL NOTES and SYMBOL LIST has been removed.
2. E3.1 – POWER AND SYSTEMS PLAN
 - a. Power for “ICE MAKER” moved from east kitchen wall to west kitchen wall.
3. E3.2 – POWER & SYSTEMS PLAN – MEZZANINE
 - a. Added note “REFERENCE ALTERNATE SPECIFICATION SECTION 012300 FOR MORE INFORMATION ABOUT VEF-1”.
4. E6.2 – ELECTRICAL EQUIPMENT PLAN
 - a. Further information for columns “MANUFACTURER 3 CATALOG NUMBER” and “MANUFACTURER 4 CATALOG NUMBER” have been populated with lighting options in LIGHTING FIXTURE SCHEDULE.

MECHANICAL:

1. MP001 – MECHANICAL COVER SHEET
 - a. Added “LIFE SAFETY NOTES”
 2. F101 – FIRST FLOOR FIRE PROTECTION PLAN
 - a. Added “REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTER” detail and note.
 3. M101 – FIRST FLOOR HVAC PLAN
 - a. Added to sheet note #14 “REFER TO SPEC SECTION 012300.”
 4. M701 – MECHANICAL SCHEDULES
 - a. Added to exhaust fan remarks #4 “REFER TO SPECIFICATION 012300.”
-

Bidder Questions and Answers

1. *Question: The Geotechnical report is referenced in the specifications but was not included. Could you please include the Geotechnical report in the first addendum so that it is clearly a part of the contract documents.*
Answer: The Geotechnical report is provided as an attachment in Addendum No. 1.
2. *Question: Form 007301 references Bethany Public Schools High School Projects.*
Answer: The referenced form has been corrected and included in this Addendum No. 1
3. *Section 012000 Price and Payment Procedures calls for one electronic and three hard copies of each application for payment to be submitted. Can a single electronic copy be submitted?*
Answer: Yes. Section 012000 has been revised accordingly and reissued in Addendum No. 1.
4. *Section 013000 Administrative Requirements call for RFI's to be submitted on an AIA G716 form. We utilize Procore project management software and are limited to their RFI format.*
Answer: Section 013000 has been revised accordingly and reissued in Addendum No. 1.
5. *Section 013000 Administrative Requirements allows for 15 days to review submittals with an additional 7 days if a consultant or the owner is involved. This time seems to be excessive and could impact the project duration. Please confirm this is a not to exceed time frame and that all efforts to turn submittals around in a shorter time will be made.*
Answer: Section 013000, paragraphs 3.10.A.5.a,b,&c have been reissued in Addendum No. 1 with the following revisions: "a. For each submittal allow 8 working days excluding delivery time to and from the contractor. b. For sequential reviews involving Architect's consultants, Owner, or another affected party, allow an additional 5 working days. c. The architect will endeavor to expedite submittals needing priority as identified by the contractor."
6. *Section 014000 Administrative indicates that the cost of testing is by the owner. We need to confirm that the owner is aware of this and is acceptable to bearing this cost.*
Answer: The Owner has been notified.
7. *Section 017800 Closeout Submittals calls for color coded wiring diagrams as installed. Please confirm what this applies to.*
Answer: There are numerous references in Division 26 to various wiring diagram submittals. Section 017800 has been revised to omit the requirement for color coding, and reissued in Revision No. 1.
8. *Section 024119 Selective Structure Demolition calls for demolition procedures and operational sequence for review and acceptance by engineer. Is this requirement applicable to the single personnel door opening being cut into the north wall of the existing building?*
Answer: This Section is resubmitted in this Addendum with the requirement referenced in the question omitted.

Attachment A2.1 - Addendum No. 1

9. *Section 033000 Cast-In-Place Concrete calls for plastic vapor retarder not less than 1 mills thick. Drawing note that identifies the building slab on grade on sheet S1.0 calls for 15 mill vapor barrier. What will the correct vapor barrier thickness requirement.*
Answer: 10 mils minimum, though 15 mils is preferred. Pages 7 and 8 of Section 033000 – Cast-in-Place Concrete have been reissued in Addendum No. 1.
10. *Section 033000 Cast-In-Place Concrete calls for both dissipating and non-dissipating concrete cure. Please clarify which is required or if there are specific areas that each apply too.*
Answer: Wallace Design Collective will allow the concrete subcontractor to submit their preferred concrete curing method which is why we include both methods in the specifications.
11. *Question: Section 033000 Cast-In-Place Concrete calls for a Cure and Sealing Compound. Does this apply to this project and if so where?*
Answer: This would apply if there were any interior spaces with exposed concrete floors, but there are not.
12. *Section 061000 Rough Carpentry calls for Fire Retardant-Treated Materials where indicated. I do not find any reference to fire rated partitions or materials on the plans. Please confirm that fire treated lumber is not a project requirement.*
Answer: This section has been reissued in Addendum No. 1 with all references to fire-retardant-treated materials omitted.
13. *Section 064100 Architectural Wood Casework calls for keyed cabinet locks. I believe the owner has indicated they did not want cabinet locks. Has this changed and I am not aware of the change or should the cabinet locks be deleted in an addendum?*
Answer: Cabinet locks are not required. This section has been reissued with the reference to cabinet locks removed.
14. *Section 072500 Weather Barriers calls for a fluid applied air and water resistive coating. Could a zip sheathing system be considered as an Alternate Bid item in order to achieve any possible savings in cost?*
Answer: Section 072723 – Board Product Air Barriers and Section 012300 – Alternates – have been reissued in Addendum No. 1 to describe Alternate No. 3 which invites bids for a Zip System instead of the base bid scope which include specified sheathing, fluid applied weather barrier system, and rainscreen. Please note that the self-adhering through wall flashing specified in Section 064100 – Architectural Wood Casework – requires the use of a termination bar, and compatibility must be verified. Troy D. Rhodes is open to consider a substitution product that is tested compatible with the Zip System boards and tapes and which, according to the manufacturer, does not require a termination bar at surface mount applications.
15. *Section 074113 Metal Roof Panels performance requirements references a water penetration test following an air infiltration test. Are these two metal-roofing tests applicable to a post metal roof panel installation or are they applicable to the requirements of the metal roof panel manufacture's product performance requirements? From the way I read this section, it is unclear. Please clarify.*

Attachment A2.1 - Addendum No. 1

Answer: These tests are not field performed. The following links to pages on MBCI's website describe these standard industry tests which are performed in a laboratory: <https://www.mbc.com/blog/standard-testing-for-metal-roofing/> and <https://www.mbc.com/blog/air-leakage-and-water-penetration-testing/>. As explained at these links these laboratory tests evaluate panel performance at different spans between supports. The specified roof panel has been tested.

16. *Section ????? I do not see a spec section for fire proofing or fire sealant. There is reference to a fire sealant spec in some spec sections. Please provide a spec section for fire sealant if applicable to this project.*

Answer: No fire sealant or fire proofing is included in the work scope.

17. *Section 092116 Gypsum Board Assemblies reference Exterior Soffit Vents. This item is also specified in the Metal Roofing spec section. Please provide confirmation that what is in the Gypsum Board Assemblies is not a requirement of this project.*

Answer: Refer to the Reflected Ceiling Plan on Sheet A2.1, and detail 5 and 5/A7.1. The ceiling (soffit) over the covered patio at the southwest corner of the addition is largely gypsum board sheathing, and notes indicate there is a roughly 20-foot-long soffit vent which provides 15 inches of free air flow per linear foot. This is the soffit vent listed in Section 092116. The soffit board is listed in Section 092116, subpart 2.03, paragraph F. This board product is anchored directly to the truss framing same as the drywall ceiling inside the building and is bordered on both the west and south sides by the exposed wood beam. It may be that vented metal panels -which provide 2.9 sq. inches per linear foot - would be significantly more economical and therefore the preferred soffit material. If so changing to vented metal panels would not result in a significant difference in the amount of free flow venting area.

Substitution Requests

1. Lighting Package submitted by Bell and McCoy: APPROVED
2. Aluminum Frame Storefront-Manko Windows: APPROVED

Attachment

Geotechnical Engineering Report for the Bethany Fire Station Addition prepared by ECS Southwest, LLP, dated March 27, 2023 (Issued in Addendum No. 1)

End of Revision Summary

This Revision Summary represents an outline of the clouded items shown on the indicated drawing sheets and specification sections of the Construction Documents. It is intended to supplement this information and to provide documentation for the revisions included and does not necessarily represent an exhaustive list of modifications, omissions, or additions.

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

Bethany Fire Station Addition
Addendum #1 Summary
September 7, 2023
Page 6 of 6



Bethany Fire Station Addition

ADDENDUM #2 SUMMARY

Project Name:	Bethany Fire Station Addition
Project Location:	Bethany, OK
Addendum Date:	09-12-2023
TDR Project Number:	21352.00
Revision Distribution:	Tom Lippert..... Lippert Bros. Troy Rhodes..... Troy D. Rhodes & Company Jeff White..... Troy D. Rhodes & Company Rainey High..... Troy D. Rhodes & Company Kevin Bahner..... Wallace Design Collective PEC..... PEC Engineering Consultants SRB..... Smith Roberts Baldischwiler

Revised Items

Comments provided by Lippert Construction:

1. Millwork Painting and Finishing - Millwork scheduled to receive stain finish shall be shop stained by the millwork company prior to delivery to job site. Millwork scheduled to be painted shall be field painted by the painting contractor.
2. Sanitary Sewer Waste - The existing building sanitary waste line shall be tied into new under slab cast iron waste line and new sanitary sewer line to main prior to building pad construction. This is being called for in order to avoid a collapse of the existing clay tile sanitary sewer pipe and rendering the existing building waste line inoperable. All building systems must remain operational throughout construction.
3. Electrical Service - The building electrical service must remain operational through construction. Any shut downs for electrical service tie-ins or new equipment installation will require a temporary generator to maintain electrical service throughout all construction activities.
4. Bid Form - See new Bid Form issued with Addendum No. 2

Project Manual:

Refer to the following changes in the Project Manual

1. 000110.03 - ELECTRICAL INDEX AND ENGINEER'S SEAL: REISSUED
2. 072126 - BLOWN INSULATION: PAGES 1, 2, & 3 REISSUED
3. 323100.13 - VEHICULAR ROLLING OR SLIDE GATE OPERATOR: REISSUED
4. 323113 - CHAIN LINK FENCES AND GATES: REISSUED
5. 260548 - SEISMIC PROTECTION FOR ELECTRICAL EQUIPMENT: ISSUED

Attachment A2.2 - Addendum No. 2

Drawing Sheets:

Refer to the following drawing sheet modifications:

1. SHEET A6.1 – BUILDING SECTIONS
 - a. Note reading “MEET 2018 INTERNATIONAL ENERGY CODE REQUIREMENTS R-38 INSULATION IN ATTIC” changed to “MEET 2018 INTERNATIONAL ENERGY CODE REQUIREMENTS R-30 INSULATION IN ATTIC”

ELECTRICAL:

1. SHEET A6.1 – BUILDING SECTIONS
 - a. Feeder Schedule now has designation “D” to indicate if an existing feeder is to be removed and Feeder Schedule now has designation “3” to indicate “MAIN DIST. PANEL:MDP-A”
 - b. Drawing “2/E6.1 ONE-LINE DIAGRAM-DEMOLITION” has been added.
 - c. More information has been added to drawing “1/E6.1 ONE-LINE DIAGRAM-PROPOSED”

Bidder Questions and Answers

1. *Question: From Addendum # 1 Bidder Questions & Answers (Question 14): I don't see how the reference to self-adhering through wall flashing is applicable to Section 06410 Architectural Wood Casework. Please explain or correct in addendum # 2.*

Answer: The following is the Addendum 1 Question/Answer 14 with this incorrect Section reference stricken and the correct Section Reference added:

14. *Section 072500 Weather Barriers calls for a fluid applied air and water resistive coating. Could a zip sheathing system be considered as an Alternate Bid item in order to achieve any possible savings in cost?*

Answer: Section 072723 – Board Product Air Barriers and Section 012300 – Alternates – have been reissued in Addendum No. 1 to describe Alternate No. 3 which invites bids for a Zip System instead of the base bid scope which include specified sheathing, fluid applied weather barrier system, and rainscreen. Please note that the self-adhering through wall flashing specified in Section ~~064100 – Architectural Wood Casework~~ **042613 – Masonry Veneer** requires the use of a termination bar, and compatibility must be verified. Troy D. Rhodes is open to consider a substitution product that is tested compatible with the Zip System boards and tapes and which, according to the manufacturer, does not require a termination bar at surface mount applications.

2. *Question: Is the intent of Addendum No. 1 to change all R38 insulation to R30? Apparently not clear because I have had 2 contractor inquire about it. Please clarify in Addendum No. 2.*

Answer: Yes. It is the intent of Addendum No. 1 to change the R-value of the attic insulation to R-30. Corrections from R38 to R30 insulation have been provided on reissued sheets and specifications pages included in Addendum 2.

3. *Question: How can the blown-in insulation be blown into netting arranged as indicated in the drawings?*

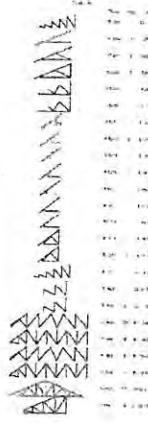
Answer: The division of the attic into vented and unvented zones through suspension of nets and blown-in insulation shown on the drawings was devised with the assistance of John Mansville technical services. This was done because the common practice of placing the insulation above the ceiling can lead, and frequently leads to freezing of the sprinkler pipes followed by leaks and water damage. It is our understanding that the Bethany Fire Department has been called upon to assist at facilities where this has occurred. The Bethany Fire Chief directed TDR to design the attic so that the freezing of sprinkler pipes will not occur. We asked the John Mansville’s technical service / building scientist about the difficulty of blowing the insulation into nets strung between trusses that are two feet apart,

and in cramped locations near the roof eaves. In his view this would be difficult but doable. The layout of the nets / insulation shown in the building sections is based on a schematic truss layout by Higgins and Sons transmitted to TDR by Lippert Brothers on August 8th (see attached). The insulation and nets are shown at the juncture of the two tiers of trusses where there will be chords to which netting can be readily attached. The chords could also provide support for plywood walkways enabling access from the mezzanine.

4. *Question: Where are the requirements for access control for the vehicle and pedestrian gate:*
Answer: For the vehicle gate, Section 323100.13 describes the sliding gate operator with a DoorKing digital keypad (2.02. A.1.q). Subparagraph 2.02.A.1.q. 2 states: "Power supply for digital keypad: As identified on the Electrical Drawings." For the pedestrian gate, Section 323113.13 references a Securitron maglock for the pedestrian gates. This section has been revised and reissued in Addendum 2 to include the same digital keypad at each pedestrian gate as specified for the vehicle gate. Power and conduit are indicated in the electrical drawings. Please provide appropriate power supplies in Office/Radio 20 for each of the three digital keypads (two for pedestrian gates and one for the vehicle gate).
5. *Question: Does NFPA13D system require flow switch monitoring and backflow preventer:*
**Answer: Fire suppression subcontractor shall provide fully designed NFPA13D system to include water flow switch alarm monitoring to activate horn strobe to be located in corridor 26. No connection to fire alarm system is required.
Fire suppression subcontractor shall provide fully designed NFPA13D system to include appropriately sized back flow preventor as required by AHJ to be and installed by domestic plumbing contractor.**

Attachment A2.2 - Addendum No. 2

MISC. 12'x12'
K12C 400A



TRUSS LAYOUT
Scale: N15

MISC. 12'x12'
K12C 400A

MISC. 12'x12'
K12C 400A

Vertical text on the right margin, likely a revision log or drawing notes, including the text 'Program 8.5.2023'.

End of Revision Summary

This Revision Summary represents an outline of the clouded items shown on the indicated drawing sheets and specification sections of the Construction Documents. It is intended to supplement this information and to provide documentation for the revisions included and does not necessarily represent an exhaustive list of modifications, omissions, or additions.

Attachment A.3 - Project Plans

Printed on Thu Oct 12, 2023 at 09:44 am CDT

Job #: 1683 Bethany Fire Station Addition



Lippert Bros., Inc.

Current Drawings

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
Architectural					
A0.1	ARCHITECTURAL SITE PLAN	1	09/07/2023	09/07/2023	Addendum #1 (09/07/23)
A1.1	FIRST FLOOR PLAN	1	09/07/2023	09/07/2023	Addendum #1 (09/07/23)
A1.2	EXISTING SECOND FLOOR PLAN	0	08/17/2023	08/17/2023	Construction Documents (08/17/23)
A1.3	MECHANICAL MEZZANINE PLAN	1	09/07/2023	09/07/2023	Addendum #1 (09/07/23)
A1.4	ROOF PLAN	1	09/07/2023	09/07/2023	Addendum #1 (09/07/23)
A2.1	REFLECTED CEILING PLAN	0	08/17/2023	08/17/2023	Construction Documents (08/17/23)
A3.1	ENLARGED FLOOR PLANS	1	09/07/2023	09/07/2023	Addendum #1 (09/07/23)
A3.2	ENLARGED FLOOR PLANS	0	08/17/2023	08/17/2023	Construction Documents (08/17/23)
A4.1	PLAN DETAILS	0	08/17/2023	08/17/2023	Construction Documents (08/17/23)
A5.1	EXTERIOR ELEVATIONS	1	09/07/2023	09/07/2023	Addendum #1 (09/07/23)
A6.1	BUILDING SECTIONS	2	09/12/2023	09/12/2023	Addendum #2 (09/12/23)
A6.3	WALL SECTIONS	0	08/17/2023	08/17/2023	Construction Documents (08/17/23)
A7.1	WALL SECTION DETAILS	1	09/07/2023	09/07/2023	Addendum #1 (09/07/23)
A8.1	DOOR & WINDOW SCHEDULE	0	08/17/2023	08/17/2023	Construction Documents (08/17/23)
A8.2	DOOR & WINDOW DETAILS	1	09/07/2023	09/07/2023	Addendum #1 (09/07/23)
A9.0	MATERIAL LEGEND & ROOM FINISH SCHEDULE	0	08/17/2023	08/17/2023	Construction Documents (08/17/23)
A9.1	FLOOR FINISH PLAN	1	09/07/2023	09/07/2023	Addendum #1 (09/07/23)
A9.2	INTERIOR ELEVATIONS	1	09/07/2023	09/07/2023	Addendum #1 (09/07/23)
A9.3	MILLWORK SECTIONS	0	08/17/2023	08/17/2023	Construction Documents (08/17/23)
A9.4	MILLWORK SECTIONS	1	09/07/2023	09/07/2023	Addendum #1 (09/07/23)
A9.5	MILLWORK SECTIONS	1	09/07/2023	09/07/2023	Addendum #1 (09/07/23)
A9.6	MILLWORK SECTIONS	1	09/07/2023	09/07/2023	Addendum #1 (09/07/23)
A10.1	SIGNAGE PLAN	0	08/17/2023	08/17/2023	Construction Documents (08/17/23)
A15.1	EGRESS FLOOR PLAN	0	08/17/2023	08/17/2023	Construction Documents (08/17/23)
D0.1	DEMOLITION SITE PLAN	0	08/17/2023	08/17/2023	Construction Documents (08/17/23)
Civil					
C1.0	TOPOGRAPHIC SURVEY MAP	0	08/17/2023	08/17/2023	Construction Documents (08/17/23)
C1.1	GENERAL CONSTRUCTION NOTES	0	08/17/2023	08/17/2023	Construction Documents (08/17/23)
C2.0	SITE DEMOLITION PLAN	0	08/17/2023	08/17/2023	Construction Documents (08/17/23)
C3.0	SITE PLAN	0	08/17/2023	08/17/2023	Construction Documents (08/17/23)
C3.1	SITE CONSTRUCTION DETAILS	0	08/17/2023	08/17/2023	Construction Documents (08/17/23)
C4.0	GRADING PLAN	0	08/17/2023	08/17/2023	Construction Documents (08/17/23)
C5.0	SITE UTILITY PLAN	0	08/17/2023	08/17/2023	Construction Documents (08/17/23)

Attachment A.3 - Project Plans

Printed on Thu Oct 12, 2023 at 09:44 am CDT
 Job #: 1683 Bethany Fire Station Addition



Lippert Bros., Inc.

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
C6.0	EROSION CONTROL PLAN	0	08/17/2023	08/17/2023	Construction Documents (08/17/23)
C6.1	EROSION CONTROL DETAILS	0	08/17/2023	08/17/2023	Construction Documents (08/17/23)
Electrical					
E0.1	ELECTRICAL GENERAL NOTES AND SYMBOLS	1	09/07/2023	09/07/2023	Addendum #1 (09/07/23)
E3.1	POWER & SYSTEMS PLAN	1	09/07/2023	09/07/2023	Addendum #1 (09/07/23)
E3.2	POWER & SYSTEMS PLAN - MEZZANINE	1	09/07/2023	09/07/2023	Addendum #1 (09/07/23)
E4.1	LIGHTING PLAN	0	08/17/2023	08/17/2023	Construction Documents (08/17/23)
E4.2	LIGHTING PLAN - MEZZANINE	0	08/17/2023	08/17/2023	Construction Documents (08/17/23)
E5.1	ELECTRICAL DETAILS	0	08/17/2023	08/17/2023	Construction Documents (08/17/23)
E6.1	ELECTRICAL ONE-LINE DIAGRAM - PROPOSED	2	10/04/2023	10/04/2023	Post Bid Addendum #3 (10/04/23)
E6.2	ELECTRICAL SCHEDULES	1	09/07/2023	09/07/2023	Addendum #1 (09/07/23)
Fire Protection					
F101	FIRST FLOOR FIRE PROTECTION PLAN	1	09/07/2023	09/07/2023	Addendum #1 (09/07/23)
General					
G0.1	COVER SHEET	1	09/07/2023	09/07/2023	Addendum #1 (09/07/23)
G1.1	PARTITION TYPES	0	08/17/2023	08/17/2023	Construction Documents (08/17/23)
Mechanical					
M101	FIRST FLOOR HVAC PLAN	1	09/07/2023	09/07/2023	Addendum #1 (09/07/23)
M120	ROOF MECHANICAL PLAN	0	08/17/2023	08/17/2023	Construction Documents (08/17/23)
M501	HVAC DETAILS	0	08/17/2023	08/17/2023	Construction Documents (08/17/23)
M701	MECHANICAL SCHEDULES	1	09/07/2023	09/07/2023	Addendum #1 (09/07/23)
MP001	MECHANICAL COVER SHEET	1	09/07/2023	09/07/2023	Addendum #1 (09/07/23)
Plumbing					
P111	FIRST FLOOR PLUMBING WASTE & VENT PLAN	0	08/17/2023	08/17/2023	Construction Documents (08/17/23)
P121	FIRST FLOOR PLUMBING WATER & GAS PLAN	0	08/17/2023	08/17/2023	Construction Documents (08/17/23)
P701	PLUMBING SCHEDULES AND DETAILS	0	08/17/2023	08/17/2023	Construction Documents (08/17/23)
Structural					
S0.0	GENERAL NOTES	0	08/17/2023	08/17/2023	Construction Documents (08/17/23)
S0.1	STRUCTURAL SPECIAL INSPECTIONS	0	08/17/2023	08/17/2023	Construction Documents (08/17/23)
S1.0	FOUNDATION PLAN AND SHEARWALL PLAN	0	08/17/2023	08/17/2023	Construction Documents (08/17/23)
S1.1	FOUNDATION DETAILS	0	08/17/2023	08/17/2023	Construction Documents (08/17/23)
S1.2	FOUNDATION DETAILS	1	09/07/2023	09/07/2023	Addendum #1 (09/07/23)
S2.0	ROOF FRAMING PLAN	0	08/17/2023	08/17/2023	Construction Documents (08/17/23)
S3.0	FRAMING DETAILS	0	08/17/2023	08/17/2023	Construction Documents (08/17/23)
S3.1	FRAMING DETAILS	0	08/17/2023	08/17/2023	Construction Documents (08/17/23)
S3.2	FRAMING DETAILS	0	08/17/2023	08/17/2023	Construction Documents (08/17/23)
S3.3	FRAMING DETAILS	1	09/07/2023	09/07/2023	Addendum #1 (09/07/23)

BETHANY CITY COUNCIL

From: Elizabeth Gray, City Manager
Date: November 7, 2023
Subject: Approval of Contract with Heritage Hills Commercial Services, LLC for the Police Headquarters Roof Improvements (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 August 30, 2023. City engineers, TEIM Design, recommend award to Heritage Hills Commercial Services LLC, for the amount of \$431,950.00.

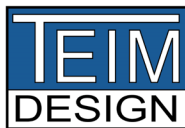
RECOMMENDATION

1. Approval of construction contract for the Police Headquarters Roof Improvements, G. O. Bond Proposition 3-B, to Heritage Hills Commercial Services LLC for the bid amount of \$431,950.00.

ADDITIONAL COMMENTS

The project will be funded by GO Bond Proposition 3.

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



TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

October 12, 2023

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

Re: Police Headquarters Roof Improvements (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 bid was received, August 30, 2023, and all bid bonds and affidavits were found to be in order. The bid was tabulated correctly.

<u>Company</u>	<u>Total Base Bid</u>
Heritage Hills Commercial Services, LLC	\$431,950.00

Therefore, we recommend award of the contract to Heritage Hills Commercial Services, LLC for the base bid amount of \$431,950.00. We have attached the executed contract and bonds from Heritage Hills Commercial Services, 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 Roof Improvements (GO Bond Prop. 3-B) - August 30, 2023				Engineer's Estimate		Heritage Hill Commercial Services, LLC	
Item Number	Title	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price
1	FURNISH AND INSTALL POLICE HEADQUARTERS ROOF IMPROVEMENTS	1.00	LSUM	\$531,000.00	\$531,000.00	\$431,950.00	\$431,950.00
			Base Bid Total		\$531,000.00		\$431,950.00

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 Heritage Hills Commercial Services, 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:

POLICE HEADQUARTERS ROOF IMPROVEMENTS (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:

Four hundred thirty one thousand nine hundred fifty dollars and zero cents (\$431,950.00).

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:

Heritage Hills Commercial Services, LLC
14 W. Edwards Street
Edmond, OK 73003

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: _____

Heritage Hills Commercial Services, LLC.
Contractor

a LLC

Andrew Lacks

Signature

Andy Lacks

Printed Name

President

Title

ATTEST:

Kenny Rehl
Secretary and/or Witness

NON-COLLUSION AFFIDAVIT

State of Oklahoma)
) ss.
County of Oklahoma)

Andy Lacks, 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.

Andrew Lacks

Signature
Andrew Lacks, Owner

Printed Name/Title

Subscribed and sworn to before me this 11th day of October, 2023.



[Signature]
Notary Public

My Commission Expires: 1-17-2026
My Commission Number: 22000732

CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Heritage Hills Commercial Services, LLC., as Principal, and WESTERN 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 Four hundred thirty one thousand nine hundred fifty dollars and zero cents (\$431,950.00) 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 10th 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:

**POLICE HEADQUARTERS ROOF IMPROVEMENTS (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, Heritage Hills Commercial Services, 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.

Heritage Hills Commercial Services, LLC.

ATTEST:

Henry Cole
Secretary
Attestee

By [Signature]
Principal

WESTERN SURETY COMPANY

ATTEST:

Secretary

By Heather LaBleu
Surety HEATHER LA BLEU, 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, Heritage Hills Commercial Services, LLC., as Principal, and WESTERN 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 four hundred thirty one thousand nine hundred fifty dollars and zero cents (\$431,950.00), 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 sixty four thousand seven hundred ninety two dollars and fifty cents (\$64,792.50), 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 10th day of October, A.D., 2023.

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

**POLICE HEADQUARTERS ROOF IMPROVEMENTS (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.

Heritage Hills Commercial Services, LLC.

ATTEST:

Kary Rebe
~~Secretary~~
Affiliate

By [Signature]
Principal

WESTERN SURETY COMPANY

ATTEST:

Secretary

By Heather LaBleu
Surety HEATHER LA BLEU, 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, Heritage Hills Commercial Services, LLC., as Principal, and WESTERN SURETY COMPANY, as Surety, are held and firmly bound unto the STATE OF OKLAHOMA in the sum of Four hundred thirty one thousand nine hundred fifty dollars and zero cents (\$431,950.00), 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 10th day of October, A.D., 2023.

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

**POLICE HEADQUARTERS ROOF IMPROVEMENTS (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.

ATTEST:

Henry Rehl
Secretary
Attestee

Heritage Hills Commercial Services, LLC.
By [Signature]
Principal

ATTEST:

Secretary

WESTERN SURETY COMPANY
By Heather LaBleu
Surety HEATHER LA BLEU, Attorney-in-Fact

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

City Attorney

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 66811310

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint HEATHER LA BLEU

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Heritage Hills Commercial Services, LLC

Obligee: City of Bethany

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings. Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 66811310 is not issued on or before midnight of May 1st, 2024, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 10th day of October, 2023.

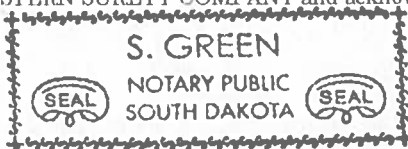
STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

WESTERN SURETY COMPANY

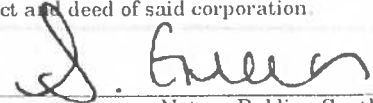


Larry Kasten, Vice President

On this 10th day of October, in the year 2023, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires February 12, 2027



Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 10th day of October, 2023.

WESTERN SURETY COMPANY



Larry Kasten, Vice President

To validate bond authenticity, go to www.enasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Agenda: 11/07/2023
Item: 11 & 12
BPWA Item: 6 and 7

BETHANY CITY COUNCIL
BETHANY PUBLIC WORKS AUTHORITY

From: Elizabeth Gray, City Manager
Date: November 7, 2023
Subject: Accept the CDBG Waterline Replacement Project on Holloway Avenue from NW 36th Street to NW 32nd Street.

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.

On October 3, 2023, council approved 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.

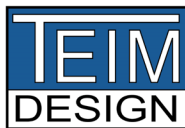
RECOMMENDATION

1. Accept the CDBG Waterline Replacement Project on Holloway Avenue from NW 36th Street to NW 32nd Street as complete.
2. Approve final payment to Southwest Water Works, LLC in the amount of \$113,567.24.



ADDITIONAL COMMENTS

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



TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

October 31, 2023

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

Re: ODOC CDBG Waterline Replacement Project
Final Acceptance

Dear Ms. Gray,

We have completed our final inspection for the above referenced project and recommend the City of Bethany accept the project.

Please let me know if you require anything further.

Respectfully Submitted,

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

Robbie Williams, PE

Attachment: Maintenance Bond

Bond No: 9424835

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Southwest Water Works, LLC, as Principal, and Fidelity and Deposit Company of Maryland, as Surety, are held and firmly bound unto the CITY OF BETHANY of the State of Oklahoma, in the full and just sum of Two hundred fifty five thousand six hundred forty dollars and zero cents (\$255,640.00), 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 Thirty eight thousand three hundred forty six dollars and zero cents (\$38,346.00), 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 16th day of May, A.D., 2023.

The conditions of this obligation are such, that whereas, said Principal, has a certain contract between Southwest Water Works, LLC and the CITY OF BETHANY dated this 16th day of May, 2023, agreed to construct in the City of Bethany:

**ODOC COMMUNITY DEVELOPMENT BLOCK GRANT WATERLINE REPLACEMENT
PROJECT
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.

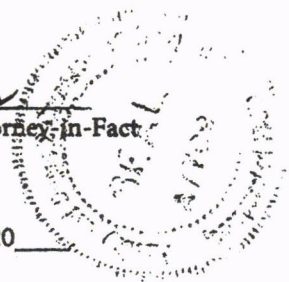
ATTEST:
Jennifer Killman
Secretary

Southwest Water Works, LLC
By *[Signature]*
Principal

Fidelity and Deposit Company of Maryland

ATTEST:
Becky Killman
Secretary 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

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

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

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

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



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

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

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

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



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

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

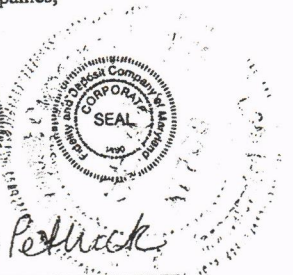
This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 16th day of May, 2023.



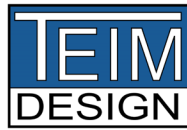
MJ Pethick
By: Mary Jean Pethick
Vice President

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

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

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsclaims@zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790



TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

October 21, 2023

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

Re: ODOC CDBG Waterline Replacement Project

Dear Ms. Gray,

Please find attached Southwest Water Works, LLC, Invoice No. 2 (Final), in an amount of \$113,567.24 for which we recommend payment.

Please let me know if you require anything further.

Respectfully Submitted,

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

Robbie Williams, PE

CITY OF BETHANY, OKLAHOMA

NONCOLLUSION AFFIDAVIT

STATE OF OKLAHOMA)

) SS

COUNTY OF OKLAHOMA)

The undersigned supplier, of lawful age, being first duly sworn, on oath say that this invoice or claim is true and correct. Affiant further states that the materials as shown by this invoice or claim have been supplied in accordance with the plans, specifications, orders, or requests furnished the Affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the State, or money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is required.

SOUTHWEST WATER WORKS LLC

Firm Name

[Signature]
Signature and Title

Subscribed and Sworn to before me this 31st day of OCTOBER, 2023.


Jennifer Barber
Notary Public (or Clerk or Judge)

My commission expires: 8.29.26

Note: This affidavit must accompany every invoice or claim for payment over \$25,000 (62 O.S. Section 310.9)

PLAN QUANTITIES					WORK COMPLETED						
Description	Unit	Updated Quantities	Bid Price	Bid Total	Last Claim	This Claim	Total To Date	% Complete	Previous Claim	This Claim	Total Completed To Date
1 Audio - Visual Recording	LS	1	\$ 5,000.00	\$ 5,000.00	1		1.000	100%	\$ 5,000.00	\$ -	\$ 5,000.00
2 Erosion Control	LS	1	\$ 5,000.00	\$ 5,000.00	0.85	0.15	1.000	100%	\$ 4,250.00	\$ 750.00	\$ 5,000.00
3 2" Copper Water Line	LF	300	\$ 25.00	\$ 7,500.00		300	300.000	100%	\$ -	\$ 7,500.00	\$ 7,500.00
4 6" PVC C-900 Water Line	LF	1286	\$ 75.00	\$ 96,450.00	1255	31	1,286.000	100%	\$ 94,125.00	\$ 2,325.00	\$ 96,450.00
5 Fittings - 2" Plug	EA	2	\$ 140.00	\$ 280.00		2	2.000	100%	\$ -	\$ 280.00	\$ 280.00
6 Fittings - 2" Sleeve	EA	1	\$ 250.00	\$ 250.00		1	1.000	100%	\$ -	\$ 250.00	\$ 250.00
7 Fittings - 2" 45 Bend	EA	2	\$ 200.00	\$ 400.00		2	2.000	100%	\$ -	\$ 400.00	\$ 400.00
8 Fittings - 4" Plug	EA	2	\$ 150.00	\$ 300.00		2	2.000	100%	\$ -	\$ 300.00	\$ 300.00
9 Fittings - 6" x 2" Tap Saddle	EA	1	\$ 900.00	\$ 900.00		1	1.000	100%	\$ -	\$ 900.00	\$ 900.00
10 Fittings - 6 x 4 Reducer	EA	1	\$ 150.00	\$ 150.00		1	1.000	100%	\$ -	\$ 150.00	\$ 150.00
11 Fittings - 6" Plug	EA	4	\$ 200.00	\$ 800.00	3	1	4.000	100%	\$ 600.00	\$ 200.00	\$ 800.00
12 Fittings - 6" 45 Bend	EA	16	\$ 200.00	\$ 3,200.00	16		16.000	100%	\$ 3,200.00	\$ -	\$ 3,200.00
13 Fittings - 6" x 6" Tee	EA	5	\$ 350.00	\$ 1,750.00	4	1	5.000	100%	\$ 1,400.00	\$ 350.00	\$ 1,750.00
14 Single Long Service	EA	9	\$ 2,500.00	\$ 22,500.00	9		9.000	100%	\$ 22,500.00	\$ -	\$ 22,500.00
15 Single Short Service	EA	20	\$ 3,000.00	\$ 60,000.00	15	5	20.000	100%	\$ 45,000.00	\$ 15,000.00	\$ 60,000.00
16 4" Tap	EA	1	\$ 400.00	\$ 400.00		1	1.000	100%	\$ -	\$ 400.00	\$ 400.00
17 6" Tap	EA	1	\$ 400.00	\$ 400.00	1		1.000	100%	\$ 400.00	\$ -	\$ 400.00
18 Fire Hydrant	EA	1	\$ 5,000.00	\$ 5,000.00	1		1.000	100%	\$ 5,000.00	\$ -	\$ 5,000.00
19 4" Tapping Valve and Box	EA	1	\$ 1,500.00	\$ 1,500.00		1	1.000	100%	\$ -	\$ 1,500.00	\$ 1,500.00
20 6" Gate Valve and Box	EA	6	\$ 2,500.00	\$ 15,000.00	4	2	6.000	100%	\$ 10,000.00	\$ 5,000.00	\$ 15,000.00
21 6" Tapping Valve and Box	EA	1	\$ 2,000.00	\$ 2,000.00	1		1.000	100%	\$ 2,000.00	\$ -	\$ 2,000.00
22 Test and Disinfect	LS	1	\$ 5,000.00	\$ 5,000.00	0.8	0.2	1.000	100%	\$ 4,000.00	\$ 1,000.00	\$ 5,000.00
23 Steel Casing by Trenching	LF	60	\$ 125.00	\$ 7,500.00	60		60.000	100%	\$ 7,500.00	\$ -	\$ 7,500.00
24 4" Mega Lug	EA	4	\$ 80.00	\$ 320.00		4	4.000	100%	\$ -	\$ 320.00	\$ 320.00
25 6" Mega Lug	EA	56	\$ 120.00	\$ 6,720.00	50	6	56.000	100%	\$ 6,000.00	\$ 720.00	\$ 6,720.00
26 4 x 4 Tapping Sleeve	EA	1	\$ 1,200.00	\$ 1,200.00		1	1.000	100%	\$ -	\$ 1,200.00	\$ 1,200.00
27 8 x 6 Tapping Sleeve	EA	1	\$ 1,600.00	\$ 1,600.00	1		1.000	100%	\$ 1,600.00	\$ -	\$ 1,600.00
28 Construction Staking	LS	1	\$ 5,000.00	\$ 5,000.00	1		1.000	100%	\$ 5,000.00	\$ -	\$ 5,000.00
29 GPS As-Built	LS	1	\$ 5,000.00	\$ 5,000.00		1	1.000	100%	\$ -	\$ 5,000.00	\$ 5,000.00
30 Traffic Control	LS	1	\$ 2,000.00	\$ 2,000.00	0.85	0.15	1.000	100%	\$ 1,700.00	\$ 300.00	\$ 2,000.00
31 Remove and Replace Sidewalk (ADA Ramp)	SY	3.05	\$ 85.00	\$ 259.25		3.05	3.050	100%	\$ -	\$ 259.25	\$ 259.25
32 Remove and Replace Drive Concrete	SY	125.05	\$ 140.00	\$ 17,507.00		125.05	125.050	100%	\$ -	\$ 17,507.00	\$ 17,507.00
33 Remove and Replace Drive Gravel	SY	70	\$ 40.00	\$ 2,800.00		70	70.000	100%	\$ -	\$ 2,800.00	\$ 2,800.00
34 Slab Sodding	SF	7000	\$ 1.10	\$ 7,700.00		7000	7,000.000	100%	\$ -	\$ 7,700.00	\$ 7,700.00
C01 8" Insertavalve	EA	2	\$ 15,246.12	\$ 30,492.24		2	2.000	100%	\$ -	\$ 30,492.24	\$ 30,492.24
				\$ 321,878.49					\$	102,603.49	\$ 321,878.49

Southwest Water Works LLC
201 NW 132nd St
Oklahoma City, Ok 73114

x 
Jackson Matthews

PAY APP # 2
DATE FROM 7/30/2023 TO 10/19/2023
INVOICE DATE 10/19/2023
JOB NAME Bethany ODOC Waterline Replacement CDBG 18607

Original Contract Sum	\$ 321,878.49
Net Change	0
Total Completed	\$ 321,878.49
Retainage (0%)	\$ -
Total Less Retainage	\$ 321,878.49
Less Previous Payment	\$208,311.25
CURRENT PAYMENT DUE	\$ 113,567.24

U.S. Department of Labor

Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



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NAME OF CONTRACTOR <input checked="" type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/> Southwest Water Works, L.L.C.	ADDRESS 201 NW 132nd St., Oklahoma City OK 73114	OMB No.: 1235-0008 Expires: 07/31/2024
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PAYROLL NO. 4	FOR WEEK ENDING 08/05/2023	PROJECT AND LOCATION ODOC CDBG Waterline Replacement	PROJECT OR CONTRACT NO. 18607 CDBG 22
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(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK	
				Sun	Mon	Tue	Wed	Thu	Fri	Sat				FICA	WITH- HOLDING TAX	EMPHEA	EMPDEN	OTHER		TOTAL DEDUCTIONS
				30	31	1	2	3	4	5				HOURS WORKED EACH DAY						
Javier Bardales (629-74-3574) 309 SW 45th Oklahoma City, OK 73109, OK 73109	3	Laborer - Pipelayer 002	O				1.50	5.50		7.00	27.000	711.00	66.75	88.00	25.00	11.50	191.25	717.75		
			S		10.00	10.00	9.00			29.00	18.000	909.00								
Edgar Carreon (404-80-4896) 725 SE 12th Street Oklahoma City, OK 73129	3	Laborer - Pipelayer 002	O				6.25			6.25	27.000	236.25	81.41	123.00			204.41	894.84		
			S				3.75			3.75	18.000	1,099.25								
Wyatt G. Dilley (442-11-8297) 321 S Kings Way Cushing, OK 74023	1	Laborer - Pipelayer 002	O				1.50	8.00		9.50	33.000	951.50	91.31	178.00		126.42	395.73	797.77		
			S		10.00	10.00	9.00			29.00	22.000	1,193.50								
Brant Nicholas (440-13-3240) 301 N Jones Cushing, OK 74023		General Labor 001	O				6.25			6.25	29.250	255.94	88.20	206.00			294.20	893.75		
			S				3.75			3.75	19.500	1,187.95								
Kyle Z. Palmer (448-08-8575) 6900 Briarcreek Oklahoma City, OK 73162		Laborer - Pipelayer 002	O				0.50	7.00		7.50	27.000	742.50	70.58	128.00			198.58	723.92		
			S		10.00	10.00	10.00			30.00	18.000	922.50								
Mario C. Perales (441-57-3816) 308 SW 45th St. Oklahoma City, OK 73109		Laborer - Pipelayer 002	O				1.50	5.50		7.00	29.250	770.26	75.34	137.00			212.34	772.42		
			S		10.00	10.00	9.00			29.00	19.500	984.76								
Richard M. Stinson (263-84-5070) 5101 Bypass Ter Oklahoma City, OK 73119		Truck Driver 005	O									160.00	77.65	197.00	25.00		72.80	372.45	917.55	
			S		6.00	2.00				8.00	20.000	1,290.00								
Job Totals			O				17.50	26.00		43.50		3,827.45	551.24	1,057.00	50.00	11.50	199.22	1,868.96	5,718.00	
			S		46.00	42.00	44.50			132.50		7,586.96								

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210.

U.S. Department of Labor

Wage and Hour Division

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NAME OF CONTRACTOR <input checked="" type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/> Southwest Water Works, L.L.C.	ADDRESS 201 NW 132nd St., Oklahoma City OK 73114	OMB No.: 1235-0008 Expires: 07/31/2024
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PAYROLL NO. 5	FOR WEEK ENDING 08/12/2023	PROJECT AND LOCATION ODOC CDBG Waterline Replacement	PROJECT OR CONTRACT NO. 18607 CDBG 22
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(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK	
				Sun	Mon	Tue	Wed	Thu	Fri	Sat				FICA	WITH- HOLDING TAX	EMPHEA	EMPDEN	OTHER		TOTAL DEDUCTIONS
				6	7	8	9	10	11	12				HOURS WORKED EACH DAY						
Javier Bardales (629-74-3574) 309 SW 45th Oklahoma City, OK 73109, OK 73109	3	Laborer - Pipelayer 002	O									405.00								
			S	9.50	6.00		7.00				22.50	18.000	895.50	65.72	86.00	25.00	11.50		188.22	707.28
Wyatt G. Dilley (442-11-8297) 321 S Kings Way Cushing, OK 74023	1	Laborer - Pipelayer 002	O									429.00								
			S	8.50	6.00		5.00				19.50	22.000	737.00	56.38	87.00			126.42	269.80	467.20
Brandon P. Main (441-06-7910) 718 S Independance Place Cushing, OK 74023	1	Operator Backhoe Operator 003	O									302.50								
			S		6.00		5.00				11.00	27.500	1,100.00	84.15	151.00				235.15	864.85
Kyle Z. Palmer (448-08-8575) 6900 Briarcreek Oklahoma City, OK 73162		Laborer - Pipelayer 002	O						6.50	6.50	27.000	895.50								
			S	9.50	9.00	9.50	9.50	2.50			40.00	18.000	895.50	68.50	124.00				192.50	703.00
Mario C. Perales (441-57-3816) 308 SW 45th St. Oklahoma City, OK 73109		Laborer - Pipelayer 002	O									399.75								
			S	9.50	6.00		5.00				20.50	19.500	970.13	74.22	133.00				207.22	762.91
Richard M. Stinson (263-84-5070) 5101 Bypass Ter Oklahoma City, OK 73119		Truck Driver 005	O									100.00								
			S	5.00							5.00	20.000	690.00	50.87	143.00	25.00		48.30	267.17	422.83
Job Totals			O						6.50	6.50		2,531.75								
			S	42.00	33.00	9.50	31.50	2.50			118.50		5,288.13	399.84	724.00	50.00	11.50	174.72	1,360.06	3,928.07
			O																	
			S																	

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

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U.S. Department of Labor

Wage and Hour Division

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NAME OF CONTRACTOR <input checked="" type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/> Southwest Water Works, L.L.C.	ADDRESS 201 NW 132nd St., Oklahoma City OK 73114	OMB No.: 1235-0008 Expires: 07/31/2024
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PAYROLL NO. 6	FOR WEEK ENDING 08/19/2023	PROJECT AND LOCATION ODOC CDBG Waterline Replacement	PROJECT OR CONTRACT NO. 18607 CDBG 22
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(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
				Sun	Mon	Tue	Wed	Thu	Fri	Sat				FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS		
				13	14	15	16	17	18	19				HOURS WORKED EACH DAY					
Brandon P. Main (441-06-7910) 718 S Independence Place Cushing, OK 74023	1	Operator Backhoe Operator 003	O									137.50							
			S				5.00			5.00	27.500	1,491.88	114.13	257.00				371.13	1,120.75
Kyle Z. Palmer (448-08-8575) 6900 Briarcreek Oklahoma City, OK 73162		Laborer - Pipelayer 002	O				0.50	9.50		10.00	27.000	990.00							
			S	10.50	9.50	10.00	10.00			40.00	18.000	990.00	75.74	143.00				218.74	771.26
Mario C. Perales (441-57-3816) 308 SW 45th St. Oklahoma City, OK 73109		Laborer - Pipelayer 002	O									97.50							
			S				5.00			5.00	19.500	1,057.88	80.93	156.00				236.93	820.95
Job Totals			O				0.50	9.50		10.00		1,225.00							
			S	10.50	9.50	10.00	20.00			50.00		3,539.76	270.80	556.00				826.80	2,712.96
			O																
			S																
			O																
			S																
			O																
			S																
			O																
			S																

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U.S. Department of Labor

Wage and Hour Division

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NAME OF CONTRACTOR <input checked="" type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/> Southwest Water Works, L.L.C.	ADDRESS 201 NW 132nd St., Oklahoma City OK 73114	OMB No.: 1235-0008 Expires: 07/31/2024
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PAYROLL NO. 7	FOR WEEK ENDING 08/26/2023	PROJECT AND LOCATION ODOC CDBG Waterline Replacement	PROJECT OR CONTRACT NO. 18607 CDBG 22
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(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK	
				Sun	Mon	Tue	Wed	Thu	Fri	Sat				FICA	WITH- HOLDING TAX	EMPHEA	EMPDEN	OTHER		TOTAL DEDUCTIONS
				20	21	22	23	24	25	26				HOURS WORKED EACH DAY						
Javier Bardales (629-74-3574) 309 SW 45th Oklahoma City, OK 73109, OK 73109	3	Laborer - Pipelayer 002	O					7.50		7.50	27.000	769.50	67.78	90.00	25.00	11.50	194.28	728.22		
			S		9.50	10.50	11.00	0.50		31.50	18.000	922.50								
Wyatt G. Dilley (442-11-8297) 321 S Kings Way Cushing, OK 74023	1	Laborer - Pipelayer 002	O				0.50	8.00		8.50	33.000	962.50	88.78	170.00			126.42	385.20	775.30	
			S		9.50	10.50	11.00			31.00	22.000	1,160.50								
Christopher K. Guinn (445-04-4960) 139 Folsom Dr McLoud, OK 74851		Truck Driver 005	O								81.00	61.43	108.00	25.00			194.43	633.57		
			S			4.50				4.50	18.000								828.00	
Brandon P. Main (441-06-7910) 718 S Independence Place Cushing, OK 74023	1	Operator Backhoe Operator 003	O				0.50	8.00		8.50	41.250	1,285.63	110.97	245.00			355.97	1,094.66		
			S		3.00	9.50	10.50	11.00		34.00	27.500	1,450.63								
Kyle Z. Palmer (448-08-8575) 6900 Briarcreek Oklahoma City, OK 73162		Laborer - Pipelayer 002	O					7.50		7.50	27.000	769.50	70.58	128.00			198.58	723.92		
			S		9.50	10.50	11.00	0.50		31.50	18.000	922.50								
Mario C. Perales (441-57-3816) 308 SW 45th St. Oklahoma City, OK 73109		Laborer - Pipelayer 002	O					4.50		4.50	29.250	745.88	69.74	122.00			191.74	719.89		
			S		9.50	10.50	11.00	0.50		31.50	19.500	911.63								
Richard M. Stinson (263-84-5070) 5101 Bypass Ter Oklahoma City, OK 73119		Truck Driver 005	O								537.50	76.22	195.00	25.00		71.49	367.71	653.54		
			S		9.00	10.00	3.00	3.00		25.00	21.500								1,021.25	
Job Totals			O				1.00	35.50		36.50		5,151.51	545.50	1,058.00	75.00	11.50	197.91	1,887.91	5,329.10	
			S		3.00	56.50	67.00	58.00	4.50	189.00		7,217.01								

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Public Burden Statement

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U.S. Department of Labor

Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



Rev. Dec. 2008

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR <input checked="" type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/> Southwest Water Works, L.L.C.	ADDRESS 201 NW 132nd St., Oklahoma City OK 73114	OMB No.: 1235-0008 Expires: 07/31/2024
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PAYROLL NO. 8	FOR WEEK ENDING 09/02/2023	PROJECT AND LOCATION ODOC CDBG Waterline Replacement	PROJECT OR CONTRACT NO. 18607 CDBG 22
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(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK	
				Sun	Mon	Tue	Wed	Thu	Fri	Sat				FICA	WITH- HOLDING TAX	EMPHEA	EMPDEN	OTHER		TOTAL DEDUCTIONS
				27	28	29	30	31	1	2				HOURS WORKED EACH DAY						
Javier Bardales (629-74-3574) 309 SW 45th Oklahoma City, OK 73109, OK 73109	3	Laborer - Pipelayer 002	O				2.50	8.50		11.00	27.000	1,017.00	75.01	106.00	25.00	11.50	217.51	799.49		
			S	10.00	10.00	10.50	9.50			40.00	18.000	1,017.00								
Wyatt G. Dilley (442-11-8297) 321 S Kings Way Cushing, OK 74023	1	Laborer - Pipelayer 002	O				2.50			2.50	33.000	962.50	73.64	124.00		126.42	324.06	638.44		
			S	10.00	10.00	10.50	9.50			40.00	22.000	962.50								
Brandon P. Main (441-06-7910) 718 S Independence Place Cushing, OK 74023	1	Operator Backhoe Operator 003	O				2.50	8.50		11.00	41.250	1,553.76	118.86	273.00			391.86	1,161.90		
			S	10.00	10.00	10.50	9.50			40.00	27.500	1,553.76								
Kyle Z. Palmer (448-08-8575) 6900 Briarcreek Oklahoma City, OK 73162		Laborer - Pipelayer 002	O				2.50	8.50		11.00	27.000	1,017.00	77.80	150.00			227.80	789.20		
			S	10.00	10.00	10.50	9.50			40.00	18.000	1,017.00								
Moises Rocha (486-42-3564) 719 SE 12th Street Oklahoma City, OK 73129	5	General Labor 001	O				2.00	8.00		10.00	25.500	935.00	71.53	54.00			125.53	809.47		
			S	9.50	10.00	10.50	10.00			40.00	17.000	935.00								
Richard M. Stinson (263-84-5070) 5101 Bypass Ter Oklahoma City, OK 73119		Truck Driver 005	O									333.25	77.45	196.00	25.00	72.62	371.07	666.31		
			S		4.00	8.50	3.00			15.50	21.500	1,037.38								
Job Totals			O				12.00	33.50		45.50		5,818.51	494.29	903.00	50.00	11.50	199.04	1,657.83	4,864.81	
			S	49.50	54.00	61.00	51.00			215.50		6,522.64								
			O																	
			S																	

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Public Burden Statement

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U.S. Department of Labor

Wage and Hour Division

PAYROLL

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Rev. Dec. 2008

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NAME OF CONTRACTOR <input checked="" type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/> Southwest Water Works, L.L.C.	ADDRESS 201 NW 132nd St., Oklahoma City OK 73114	OMB No.: 1235-0008 Expires: 07/31/2024
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PAYROLL NO. 9	FOR WEEK ENDING 09/09/2023	PROJECT AND LOCATION ODOC CDBG Waterline Replacement	PROJECT OR CONTRACT NO. 18607 CDBG 22
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(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
				Sun	Mon	Tue	Wed	Thu	Fri	Sat				FICA	WITH- HOLDING TAX	CHSUPP	OTHER	TOTAL DEDUCTIONS	
				3	4	5	6	7	8	9				HOURS WORKED EACH DAY					
Wyatt G. Dilley (442-11-8297) 321 S Kings Way Cushing, OK 74023	1	Laborer - Pipelayer 002	O									792.00							
			S		9.50	10.50	10.00	6.00			36.00	22.000	968.00	74.06	126.00	126.42			326.48
Brandon P. Main (441-06-7910) 718 S Independence Place Cushing, OK 74023	1	Operator Backhoe Operator 003	O									990.00							
			S		9.50	10.50	10.00	6.00			36.00	27.500	1,210.00	92.57	181.00				273.57
Mario C. Perales (441-57-3816) 308 SW 45th St. Oklahoma City, OK 73109		Laborer - Pipelayer 002	O									195.00							
			S				10.00				10.00	19.500	933.75	63.40	108.00				171.40
Moises Rocha (486-42-3564) 719 SE 12th Street Oklahoma City, OK 73129	5	General Labor 001	O									484.50							
			S		9.00	10.50	9.00				28.50	17.000	620.50	47.47	15.00				62.47
Job Totals			O									2,461.50							
			S		28.00	31.50	39.00	12.00			110.50		3,732.25	277.50	430.00	126.42			833.92
			O																
			S																
			O																
			S																
			O																
			S																

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U.S. Department of Labor

Wage and Hour Division

PAYROLL

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Rev. Dec. 2008

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NAME OF CONTRACTOR <input checked="" type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/> Southwest Water Works, L.L.C.	ADDRESS 201 NW 132nd St., Oklahoma City OK 73114	OMB No.: 1235-0008 Expires: 07/31/2024
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PAYROLL NO. 13	FOR WEEK ENDING 09/30/2023	PROJECT AND LOCATION ODOC CDBG Waterline Replacement	PROJECT OR CONTRACT NO. 18607 CDBG 22
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(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
				Sun	Mon	Tue	Wed	Thu	Fri	Sat				FICA	WITH-HOLDING TAX	EMPHEA	OTHER	TOTAL DEDUCTIONS	
				24	25	26	27	28	29	30				HOURS WORKED EACH DAY					
Christopher K. Guinn (445-04-4960) 139 Folsom Dr McCloud, OK 74851		Truck Driver 005	O										270.00						
			S			6.00	9.00					15.00	18.000	863.00	61.43	108.00	25.00		194.43
Kyle Jones (448-13-8310) 16601 Little Leaf Lane Edmond, OK 73012	1	Operator Backhoe Operator 003	O					5.00	6.00		11.00	36.675	1,381.44						
			S	10.00	16.00	9.50	4.50				40.00	24.450	1,381.44	105.68	228.00			333.68	1,047.76
Job Totals			O					5.00	6.00		11.00		1,651.44						
			S	10.00	22.00	18.50	4.50				55.00		2,244.44	167.11	336.00	25.00		528.11	1,716.33
			O										/						
			S										/						
			O										/						
			S										/						
			O										/						
			S										/						
			O										/						
			S										/						

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Agenda: 10/7/2023
Item: 13
BPWA Item: 4

BETHANY CITY COUNCIL
BETHANY PUBLIC WORKS AUTHORITY

From: Elizabeth Gray, City Manager
Date: November 7, 2023
Subject: Approval of ARPA Water Meter Automation Improvements and Amendment No. 2 and Change Order No. 1 to the Contract with Southwest Water Works, LLC

BACKGROUND

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

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

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

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

On July 18, 2023, Council approved the construction contract to Southwest Water Works, LLC for the base bid only in an amount of \$2,702,240.00 as the lowest responsive bidder. Council also approved a deduct Amendment No. 1 to the contract in the amount of \$157,700.00 for a new contract price of \$2,544,540.00.

City Staff and Engineers recommend Amendment No. 2 and Change Order No. 1 to the contract in a deduct amount of \$165,253.90 for a new contract price of \$2,379,286.10.

RECOMMENDATION

1. Authorize Mayor to sign the Amendment No. 2 and Change Order No. 1 in a deduct amount of \$165,253.90 for a new contract price of \$2,379,286.10.

ADDITIONAL COMMENTS





TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

October 31, 2023

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

Re: Water Meter Automation Project
Change Order No. 1 and Amendment No. 2

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 adjustment in the work. It has been determined there are 204-meter locations that do not require a new service line from the existing water main to the existing water meter can after further investigation. There are 26 meters for new services that will not be required as the builder is required to purchase the new meter as part of the building permit fee. There will be 164 new meters installed to replace existing meters in the existing meter can. There will be 135 meters with a new service line added to the project, that was bid as alternates no. 1, no. 2, and no. 3. The amendment no. 2 and change order no. 1 add 69 additional meters to the project.

CHANGE ORDER NO. 1 - SCOPE AND JUSTIFICATION

Change Order No. 1 creates a pay item for new meter lids; meter can appurtenances and additional labor; and 6-inch to 8-inch stainless steel strap and labor. Also included are two new items; traffic control and video recording pre-and post, the lump sum total of these items is the sum from the bid of alternate no. 1, no. 2 and no. 3.

II. COST ESTIMATE

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

Original Contract Amount:	\$2,702,240.00
Amendment No. 1 (Deduct):	(\$157,700.00)
Amendment No. 2 (Deduct):	(\$283,670.00)
Change Order No. 1 (Add):	\$118,416.10 (4.38%)
Revised Contract Amount:	\$2,379,286.10

The above and foregoing is hereby accepted this 1st day of November 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.

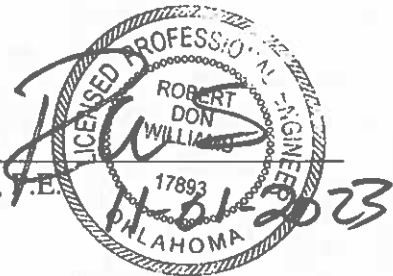
Southwest Water Works, LLC

Paul Matthews

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, F.E.



City Attorney

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

ATTEST:

CITY CLERK

MAYOR

Agenda: 11/07/2023
Item: 14
BPWA Item: 5

BETHANY CITY COUNCIL
BETHANY PUBLIC WORKS AUTHORITY

From: Elizabeth Gray, City Manager
Date: November 7, 2023
Subject: Amendment No. 1 Engineering Contract for the American Rescue Plan Act Grant for Water Meter Automation Improvements

BACKGROUND

The City of Bethany passed Resolution No. 1662 giving permission to apply for and match a \$1.5M grant to make improvements to and replace aging, manual read meters in the City with new automated meters.

On November 10, 2022, the City of Bethany advertised a request for qualifications for City Engineering services for this project. On December 30, 2022, the council awarded the successful Request for Qualifications to TEIM Design. On February 21, 2023, the City entered into an Engineering Services contract with TEIM Design for the American Rescue Plan Act Grant for Water Meter Automation Improvements.

Staff recommends approval of the attached amendment to increase the contract by an hourly amount not to exceed \$45,000 for construction inspection services.

RECOMMENDATION

1. Approve Amendment No. 1 of the Engineering Contract between the City of Bethany and TEIM Design for Construction Inspection Services for the American Rescue Plan Act Grant for Water Meter Automation Improvements.

ADDITIONAL COMMENTS



AMENDMENT NO. 1

AMERICAN RESCUE PLAN ACT GRANT FOR WATER METER AUTOMATION IMPROVEMENTS

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 February 21, 2023, to provide engineering services for the American Rescue Plan Act Grant for Water Meter Automation Improvements 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 (Amendment No. 1) shall be as follows;

Construction Inspection	\$45,000	Hourly Not to Exceed
-------------------------	----------	----------------------

WHEREAS, section 3 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 \$432,000 for engineering services

For Amendment No. 1:

Not to exceed \$45,000 for construction inspection services

Total Amended Contract

Not to exceed \$478,000

WHEREAS, both parties agree to amend said contract

IN WITNESS WHEREOF, this Amendment was executed and approved by the Engineer
this ____ day of _____, 2023.

ATTEST: TEIM Design, PLLC.

State of Oklahoma

County of Oklahoma

President

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

My Commission Expires/Commission Number: _____

Notary Public

_____/_____
Seal

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

ATTEST: City of Bethany

City Clerk

City Manager, Elizabeth Gray

BETHANY CITY COUNCIL

From: Chad Meek, Deputy Police Chief
Date: 10-25-2023
Subject: Radio Console Upgrade

BACKGROUND

Approved in the FY24 Capital Improvement Fund was the request by the Police and Fire Departments to upgrade the radio communication system. We have identified the L3 Harris Symphony Console as the best option for the city while remaining within the approved budget, which is \$95,000.00. This upgrade is needed to fully integrate into the Oklahoma City Radio System, and to ensure reliable communications. The system in use is a mix of analog and digital technology which has become outdated in its use. Further complicating the use of the current system is a lack of knowledgeable technicians to service it, as well as outdated software that we are longer able to upgrade. The new system would allow for full communication with other agencies, on-site identification of radio operators (officer safety), and a fully digital radio meeting the requirements of the Oklahoma City Radio System.

The quote attached to complete the purchase of these two consoles totals \$91,966.00. Funds will come from the Capital Improvement Fund. This project is a sole source, as it needs to be compatible with the Oklahoma City Radio System. The process to secure the bid was completed by Oklahoma City and meets all bidding requirements, allowing the City of Bethany to use the same vendor.

RECOMMENDATION

1. Approve the purchase of Police Symphony Radio Consoles from L3 Harris in the amount of \$91,966.00.

ADDITIONAL COMMENTS





L3Harris Technologies, Inc.
 Public Safety and Professional Communications
 221 Jefferson Ridge Parkway
 Lynchburg, Virginia 24501
 Phone: 1-800-368-3277
 Fax: 321-409-4393

Quote Name: Bethany PD_Symphony Console_20251_091423

Date: 9/14/2023 Valid for 30 days
 Sales POC: Greg Kolsut
 Sr. Specialist, Acct Manager - OK & CO
 405-315-2741
Greg.Kolsut@L3Harris.com

Chad Meek
 Deputy Chief
 Bethany Police Department
 405-789-2323
cmeek@bethanypd.org

L3Harris' Internal Use Only	
Quote by:	S. Spence
CRM #	
CCC Case #	

Item	Part Number	Description	Qty	List Price	Discount	Sale Price	Extended Sale Price
Symphony Consoles							
1	NS-SG2B	LICENSE,CONSOLE	2	\$ 1,000.00	30%	\$ 700.00	\$ 1,400.00
2	VSSD03	LICENSE,SUMS,ENDPOINT	4	\$ 35.00	10%	\$ 31.50	\$ 126.00
3	VS-SG3S	LICENSE,HOST SECURITY,AV,EPO,QTY 11-25	11	\$ 152.84	10%	\$ 137.56	\$ 1,513.16
4	NS-SG2C	LICENSE,CONSOLE TALKPATH	24	\$ 250.00	30%	\$ 175.00	\$ 4,200.00
5	VS-CR90	ROUTER,ISR4321 WSEC BDL LIC	1	\$ 6,200.00	10%	\$ 5,580.00	\$ 5,580.00
6	VS-MN3G	KIT, CISCO 4321 ROUTER, SITE MTG	1	\$ 65.00	10%	\$ 58.50	\$ 58.50
7	VS-CU7Z	MODULE,NIM 4PORT LAYER2 GE	1	\$ 750.00	10%	\$ 675.00	\$ 675.00
8	UD-CU9A	SWITCH,SMARTNET,C1000FE-24T-4G-L	1	\$ 1,150.00	10%	\$ 1,035.00	\$ 1,035.00
9	UD-SW1N	SW,SYMPHONY PC APP	1	\$ 200.00	30%	\$ 140.00	\$ 140.00
10	UD-SG1F	SOFTWARE,REMOTE BATON	1	\$ 110.00	30%	\$ 77.00	\$ 77.00
11	UD-ZM1E	CONSOLE,BUNDLE,PREMIER,WIN10	2	\$ 43,900.00	30%	\$ 30,730.00	\$ 61,460.00
12	UD-SG4W	LICENSE,AES AND DES LEVEL ENCRYPTION	2	\$ 8,500.00	30%	\$ 5,950.00	\$ 11,900.00
13	UD-SG4T	LICENSE,CONVENTIONAL CONTROLS	2	\$ 1,250.00	30%	\$ 875.00	\$ 1,750.00
14	UD-SG4U	LICENSE,PAGING CAPABILITY	2	\$ 750.00	30%	\$ 525.00	\$ 1,050.00
15	UD-SH8R	LICENSE, ADVANCED PAGING	2	\$ 250.00	30%	\$ 175.00	\$ 350.00
16	UD-SH2L	LICENSE,MARKER TONE	2	\$ 450.00	30%	\$ 315.00	\$ 630.00
17	UD-AB1A	SPEAKER, NANO, SYMPHONY	4	\$ 295.00	10%	\$ 265.50	\$ 1,062.00
18	UD-CU8T	MONITOR, 24IN CLASS, TOUCHSCREEN, HD	2	\$ 2,850.00	10%	\$ 2,565.00	\$ 5,130.00
19	UD-AB1L	CABLE,DISPLAYPORT TO DVI-D,15FT	2	\$ 45.00	10%	\$ 40.50	\$ 81.00
20	UD-AB1F	MOUSE, OPTICAL, USB, SCROLL WHEEL	2	\$ 15.00	10%	\$ 13.50	\$ 27.00
21	UD-AB1G	KEYBOARD, 104 KEY, USB	2	\$ 185.00	10%	\$ 166.50	\$ 333.00
22	UD-AB1D	SINGLE FOOTSWITCH, USB, SYMPHONY	2	\$ 280.00	10%	\$ 252.00	\$ 504.00
23	UD-AB1M	DESK MIC, DB9	2	\$ 245.00	10%	\$ 220.50	\$ 441.00
24	UD-AB1B	JACK BOX, 6 WIRE	2	\$ 450.00	10%	\$ 405.00	\$ 810.00
25	CM-022218-3006WJ	Adapter,6 Wire Jackbox to Headset	2	\$ 550.00	10%	\$ 495.00	\$ 990.00
26	2C-CM22218-0305	HEADSET,OVER-THE HEAD SOLID BOOM	2	\$ 280.00	10%	\$ 252.00	\$ 504.00
27	CM-022218-001101	License,Vocoder	4	\$ 100.00	30%	\$ 70.00	\$ 280.00
28	MM100UD	MANUAL,OP/INSTA/CONFIG,SYMPHONY,CD	2	\$ 25.00	30%	\$ 17.50	\$ 35.00
							\$ 102,141.66
Services							
29	YTSP5P-B	TRNG,CONSOLE EQUIP OPERATION, ON-SITE	1	\$ 6,300.00	0%	\$ 6,300.00	\$ 6,300.00
30	MAYT-BSN6G	TRNG,WEB-BASED	6	\$ 180.00	0%	\$ 180.00	\$ 1,080.00
31	YR-GS6D	SERV, SERVICE MANAGER	1	\$ 275.00	0%	\$ 275.00	\$ 275.00
32	YM-SZ2N	SERV, DEPOT STANDARD REPAIR	1	\$ 2,710.00	0%	\$ 2,710.00	\$ 2,710.00
33		Installation - Symphony Consoles and Backup Control					
		INSTALLATION (MISC-S Stations)	1	\$ 15,312.50	0%	\$ 15,312.50	\$ 15,312.50
							\$ 25,677.50
						Customer Loyalty Discount	\$ (35,853.16)

Lead time is subject to material availability at time of order

Total Sale Price \$ 91,966.00

Terms and Conditions:

- The Terms and Conditions are governed by the agreement between L3Harris Technologies and Oklahoma City Terminal RFP Contract. Please reference MBP# 20251 and contract number R20-C191056, if applicable. Also reference SIT# 844228 | City of Bethany PD Consoles
- Storing battery packs is not recommended because the chemicals in the battery degrade over time and this affects the functionality of the battery. Improper storage of batteries may void warranty.
- Pricing does not include installation, programming, taxes or shipping (if applicable), unless otherwise noted. These items may be waived based on the terms and conditions which are applicable to this quote (Item 1) and could be subject to change.

Purchase Order requirements:

Purchase Order issued to L3Harris Technologies - PSPC - 221 Jefferson Ridge Parkway - Lynchburg, VA 24501
 The Purchase Order should include the following references:



L3Harris Technologies, Inc.
 Public Safety and Professional Communications
 221 Jefferson Ridge Parkway
 Lynchburg, Virginia 24501
 Phone: 1-800-368-3277
 Fax: 321-409-4393

Chad Meek
 Deputy Chief
 Bethany Police Department
 405-789-2323
cmeek@bethanypd.org

Sr. Specialist, Acct Manager - OK & CO
 405-315-2741
Greg.Kolsut@L3Harris.com

L3Harris' Internal Use Only
Quote by: S. Spence
CRM #
CCC Case #

Item	Part Number	Description	Qty	List Price	Discount	Sale Price	Extended Sale Price
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Must include Quote Name and Date. If applicable, include MBP#.

All orders must contain valid model number, quantity, and price for each item.

Frequencies must be supplied with order if applicable.

Requested Delivery Date; If related to Grant Funding, important to provide Grant name, Agency, deadline and product receipt deadline, when applicable.

Shipping will default to Best Way ground, unless otherwise specific. Special shipping/delivery instructions (ex. Delivery lift gate required?) must be noted if applicable. Non Standard packing will be billed to the customer.

Bill to and Ship to addresses along with contact information must be included. Provide customer account number if readily available.

L3Harris DUNS#: 101474992; Cage Code: 1PNR4; Tax ID 34-0276860.

BETHANY CITY COUNCIL

From: Chief John Reid
Date: 10/25/2023
Subject: Interlocal Agreement with Oklahoma County Sheriff's Office, ref: Multi-jurisdictional Tactical Unit.

BACKGROUND:

The Bethany Police Department has had a Memorandum of Understand between the City and the OCSO concerning the establishment of a Multi-jurisdictional Tactical Unit as far back as 2014. The Bethany Police Department was one of the first members to participate in the unit.

The OCSO is now asking for an Interlocal Agreement which needs to be approved by the City Council. This is to help clean up the Legal Framework that creates the Multi-Jurisdictional Tactical Unit. The OCSO worked with the DA's office and decided on the Interlocal Agreement as the best option moving forward. This agreement will allow the OCSO to issue the participating members a County Commissions to act under his authority while engaged in Tactical Unit Operations anywhere in the county.

RECOMMENDATION

1. Approve the Interlocal Agreement with the Oklahoma County Sheriff's Office as presented.

ADDITIONAL COMMENTS



INTERLOCAL AGREEMENT

This Interlocal Agreement (“Agreement”) is among and between the Board of County Commissioners of Oklahoma County, on behalf of the Oklahoma County Sheriff (“Oklahoma County”) and the Bethany Police Department, Choctaw Police Department, Nichols Hills Police Department, and Village Police Department, all departments of their respective Cities, Oklahoma municipal corporations, and charter cities organized and existing pursuant to the Oklahoma State Constitution (Participating Police Departments).

WITNESSETH:

WHEREAS, pursuant to 74 O.S. §1001 et seq., local government units are authorized to enter into an Interlocal Agreement to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage to provide services that will accord best with the needs of the communities; and

WHEREAS, Oklahoma County and the Participating Police Departments (collectively “Cooperating Entities”) are the local government units and public agencies entering and creating this Agreement; and

WHEREAS, the Board of County Commissioners of Oklahoma County is body corporate and politic of Oklahoma County and authorized to enter into agreements on behalf of the County pursuant to 19 O.S. § 3; and

WHEREAS, the Sheriff of Oklahoma County is charged with the statutory duty to keep and preserve the peace and to apprehend and secure persons who breach that peace or otherwise commit felony offenses within the boundaries of Oklahoma County pursuant to 19 O.S. § 516;

WHEREAS, the Participating Police Departments are Oklahoma municipal corporations and charter cities organized and existing pursuant to the Oklahoma Constitution with certain statutory authority in their respective Cities which are wholly within Oklahoma County; and

WHEREAS, the Participating Police Departments desire to join efforts and resources to manage critical incidents requiring Peace Officers specially trained and equipped to respond to barricaded suspects, hostage situations, high risk warrants, and other high risk law enforcement operations occurring within the boundaries of Oklahoma County.

NOW THEREFORE, in consideration of the mutual obligations and benefits described herein, the Cooperating Entities hereby enter into this Agreement as follows:

A. PURPOSE

To create a Multi-jurisdictional Tactical Unit staffed with Police Officers from Police Departments within Oklahoma County and Deputies from the Oklahoma County Sheriff’s Office.

To improve public safety through effective management of critical incidents utilizing Law Enforcement Officers specially trained and equipped to respond to barricaded criminal suspects, hostage situations, high risk warrants, and other high risk law enforcement operations occurring within the boundaries of Oklahoma County.

The participating agencies agree to provide fully commissioned CLEET certified Peace Officers to the Oklahoma County Multi-Jurisdictional Tactical Unit for purposes of unit activation 24 hours a day 365 days a year. The tactical unit training schedule will be prepared 30 days prior to the calendar year that it represents. This schedule will be made available to all agencies involved for their review. The training standards will reflect the recommended practices for a part time tactical unit outlined by the N.T.O.A. (National Tactical Officers Association) and the I.A.C.P (International Association of Chiefs of Police) to include sixteen (16) hours per month of in-service training along with the 2-week Oklahoma County SWAT School each year. The only events that would not be scheduled prior to their execution would be reactionary responses to criminal activity.

The Oklahoma County Sheriff, or his designee, may activate the Oklahoma County Multi-Jurisdictional Tactical Unit for a law enforcement operation without notifying any participating agency heads. It is not the intent of this document to withhold any information concerning an operation from any participating agency. Notifications will be made in a timely manner once the law enforcement response to the critical incident has been set in motion, a timely response is the intention.

All participants must be considered "on duty" by their respective agencies for the purposes of training and unit activation.

The Oklahoma County Sheriff's Office agrees to fund this project, in terms of consumable training munitions to include training and duty ammunition, less lethal munitions, and specialized unit level equipment. Member agencies are required to provide basic protective equipment to its personnel assigned to the unit. Unit level equipment purchased by the Oklahoma County Sheriff's Office will remain the property of Oklahoma County but may be utilized by a unit member employed by another agency.

B. EXPENDITURES

No Participating Police Department will charge another Cooperating Entity any direct or indirect cost rate for the administration or implementation of this agreement. Each Party is responsible only for expenditures for their own employees.

C. LIABILITY AND INDEMNIFICATION

This Agreement is made between five political subdivisions. This Agreement does not create an employment relationship, a joint employment relationship, a borrowed servant relationship, an agency relationship, a joint venture, or an association between the parties.

In accordance with the provisions of 11 O.S. § 34-103(C), all liability for the acts and omissions of Bethany, Village, Choctaw, and Nichols Hills Police Officers who are deputized by the Sheriff of Oklahoma County in accordance with the terms of this Agreement, shall in all cases remain an obligation and responsibility of the employing agency.

D. DEPUTIZATION

Police Officers employed by Cooperating Entities may be deputized as Oklahoma County Sheriff's Deputies pursuant to 11 O.S. § 34-103(C).

The Chief of Police shall deliver in writing the names of those officers for whom he/she is requesting deputization. The Sheriff shall have the right to refuse deputization to any officer and shall have the right to withdraw a deputization once issued by providing notice to the Chief of Police in writing. Any credentials issued to a selected officer will be returned to the Sheriff as soon as possible upon receipt of written notice withdrawing the deputization or upon termination of a selected officer's need for deputization.

E. EFFECTIVE DATE

This Agreement will become effective following the Oklahoma Attorney General's approval and execution by each of the Participating Police Departments. The Effective Date of this Agreement shall be the date of approval by the Oklahoma Attorney General.

F. TERM OF THE AGREEMENT

The term of this Agreement shall be for five (5) years from the Effective Date. This Agreement may be terminated by either party, for any or no reason, upon thirty (30) days' written notice to the other party.

As each Party is responsible for their own equipment and expenses, there will be no property or property interests in common at any time during or upon the expiration or termination of this Agreement. Each Party will return any property borrowed from the other within thirty (30) days of the expiration or termination of this Agreement.

G. NOTICE

Any notice to be given under this Agreement will be given in writing and delivered by First Class U.S. Mail, or other similar and reliable carrier, or by receipted hand delivery, to the respective Cooperating Entity addresses below. Notice will be deemed to be provided at the time it is actually received or within five days after deposited in First Class U.S. Mail.

Board of County Commissioners of Oklahoma County
c/o County Clerk
320 Robert S. Kerr, 2nd Floor
Oklahoma City, OK 73102

Oklahoma County Sheriff's Office
c/o Sheriff Tommie Johnson
2101 NE 36th Street
Oklahoma City, OK 73111
Email address: Tommie.Johnson@oklahomacounty.org

The Bethany Police Department
c/o Chief of Police JD Reid
6714 NW 36th
Bethany, OK 73008
Email address: jreid@bethanypd.org

The Village Police Department
c/o Chief of Police Russ Landon
2304 Manchester Dr
The Village, OK 73120
Email address: Russ.Landon@thevillageok.org

The Nichols Hills Police Department
c/o Chief of Police Steven Cox
6407 Avondale Dr.
Nichols Hills, OK 73116
Email Address: Scox@nicholshills.net

The Choctaw Police Department
c/o Chief of Police Kelly Marshall
13240 NE 23rd St.
Choctaw, OK 73020
Email Address: KMarshall@choctawcity.org

H. ENTIRETY OF AGREEMENT

This Agreement constitutes all of the terms and conditions agreed upon by the party and no party, agent, administrator, or their employees may alter or change the terms hereof. Further, no party shall be bound by any statement or representation not in conformity with this Agreement.

I. AMENDMENT OF AGREEMENT

The terms of this Agreement may be amended as required by law or as may be in the interests of the parties. Any such modification and its effective date will be agreed upon by all parties in writing.

J. THIRD PARTY BENEFICIARIES

Nothing in this Agreement is intended by the parties, nor shall the Agreement be construed to confer upon any person or legal entity not a party to this agreement, any right, remedy, or claim, equitable or legal, under or by reason of this Agreement or any provision hereof. All provisions, conditions, and terms of this Agreement are intended to be and are for the exclusive benefit of the City of Bethany, The City of the Village, The City of Choctaw, The City of Nichols Hills, and Oklahoma County. Nothing herein shall be construed as consent by a political subdivision of the State of Oklahoma to be sued by third parties or that this Agreement can be used in any litigation by third parties.

K. AUTHORIZATION

Each signatory to this Agreement represents and warrants to the other that they have the right, power, and authority to enter into and perform their obligations under this Agreement. By their signatures hereto, the parties represent that all requisite action to approve execution, delivery, and performance of this Agreement has been taken and this Agreement constitutes a legal, valid, and binding obligation to the entity he or she represents in accordance with its terms.

L. EXECUTION

This Agreement may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute but one and the same instrument.

**JD Reid, Chief of Police
Bethany Police Department**

Date

**Steven Cox, Chief of Police
Nichols Hills Police Department**

Date

**Russ Landon, Chief of Police
Village Police Department**

Date

**Kelly Marshall, Chief of Police
Choctaw Police Department**

Date

**Tommie Johnson III, Sheriff
Oklahoma County Sheriff's Office**

Date

APPROVED this _____ day of _____, 2023

Board of County Commissioners
Oklahoma County, Oklahoma County

_____ Chair

_____ Member

_____ Member

Approved as to form and legality on behalf of Oklahoma County:

Assistant District Attorney

ATTEST: _____, Deputy
County Clerk

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Agenda: 11/07/2023

Item: 17

BPWA, BHT, BDA Item: 2

**BETHANY CITY COUNCIL
BETHANY PUBLIC WORKS AUTHORITY
BETHANY HOSPITAL TRUST
BETHANY DEVELOPMENT AUTHORITY**

From: Elizabeth A. Gray, City Manager
Date: October 31, 2023
Subject: Approval of 2024 Calendar Year-Notice to City Clerk Regarding Schedule of Regular Meetings of the City Council, Bethany Public Works Authority, Bethany Hospital Trust, Bethany Development Authority, Planning & Zoning Commission, and Bethany Economic Development Authority

BACKGROUND

Oklahoma State law requires the City Clerk be provided written notice before December 15th of each calendar year of the schedule showing the date, time, and place of the regularly scheduled meetings for the following year.

The attached schedule provides the required notice.

RECOMMENDATION

1. Approval of 2024 Calendar Year-Schedule of Regular Meetings as presented

ADDITIONAL COMMENTS



2024 CALENDAR YEAR

SCHEDULE OF REGULAR MEETINGS OKLAHOMA OPEN MEETING LAW REQUIREMENTS

MEETING	DATE	TIME	LOCATION
City Council*	1 st and 3 rd Tuesday of each month	6:30 P.M.	City Hall 6700 NW 36 th Street
Bethany Public Works Authority*	1 st and 3 rd Tuesday of each month	6:30 P.M.	City Hall 6700 NW 36 th Street
Bethany Hospital Trust*	1 st and 3 rd Tuesday of each month	6:30 P.M.	City Hall 6700 NW 36 th Street
Bethany Development Authority*	1 st and 3 rd Tuesday of each month	6:30 P.M.	City Hall 6700 NW 36 th Street
Board of Adjustment	2 nd Thursday of each month	6:15 P.M.	City Hall 6700 NW 36 th Street
Planning & Zoning Commission	1 st and 3 rd Thursday of each month	7:00 P.M.	City Hall 6700 NW 36 th Street
Bethany Economic Development Authority	2 nd and 4 th Thursday of each month	11:45 A.M.	City Hall 6700 NW 36 th Street

* Section 30.01 (A) (2) When the day fixed for any regular meeting of the City Council falls on a day designated by law as a legal or national holiday, or a day wherein a majority of the members of the City Council shall be absent from the city, the Council, not less than ten days prior to the date for implementation of any change, may, by motion, change the date, time or place of a regularly scheduled meeting of the City Council, provided written notice thereof is contemporaneously given the City Clerk.

Filed by: _____ Title: _____

Address: 6700 NW 36th Street / PO Box 219, Bethany Oklahoma 73008-0219

Filed in the office of the Municipal Clerk at _____ P.M. on _____, 2023.

Signed: _____ Title: _____

BETHANY CITY COUNCIL

From: Robert Ray Jones, Jr., City Attorney
Date: November 1, 2023
Subject: Amendment to Ordinances to require business licenses for all new businesses.

BACKGROUND

Staff has encountered difficulty in knowing when building and businesses are changing hands for purposes of inspections by the Fire Department and Code Enforcement. Knowing when a new business is operating within the city limits would be extremely beneficial to staff to perform the necessary inspections and to ascertain when businesses may be changing ownership for our ordinances that have exemptions in place from their initial enactment. Currently, the City of Bethany only requires business licenses for some but not all businesses operating within the city. Staff has inquired if it were possible to require business licenses for all new businesses. Currently the business license fee is \$25.00. So, the motivation is not revenue generating. Rather, the issue is to ensure compliance with our ordinances. There is no constitutional or legislative impediment to requiring business licenses for any businesses operating within the City of Bethany.

RECOMMENDATION

1. Draft an amendment to Section 110.1 to require a business license for all businesses that begin its first operation after the enactment of the ordinance.



ADDITIONAL COMMENTS

NOTICE: On Thursday, October 12, 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, OCTOBER 17, 2023

6:30 P.M.

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

Chairman Lloyd called the Bethany Public Works Authority meeting to order at 7:34 P.M.

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

- A. APPROVAL OF MINUTES FROM OCTOBER 3, 2023, REGULAR MEETING.**
- B. APPROVAL OF CLAIMS: THESE CLAIMS HAVE BEEN FOUND TO BE IN ORDER BY STAFF AND PROPER AS TO FORM AND PROCEDURE AND ARE RECOMMENDED FOR PAYMENT. A COPY OF THE CLAIMS.**

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

ITEM NO. 2 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF PERMISSION FOR TEIM DESIGN TO ADVERTISE FOR BIDS FOR THE ARPA WELL AND WELLFIELD IMPROVEMENT PROJECT. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Council Member Magirowsky, seconded by Council Member Larsen to approve permission for Teim Design to advertise for bids for the ARPA Well and Wellfield Improvement Project. Yes votes: Palmer, Lloyd, Knapp, Powell, Larsen, Plank, Smart, Magirowsky. No votes: None. Motion approved.

ITEM NO. 3 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF PERMISSION FOR TEIM DESIGN TO ADVERTISE FOR BIDS FOR THE BETHANY ANIMAL WELFARE SANITARY SEWER RELOCATION PROJECT FOR G. O. BOND PROPOSITION 3-C. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Council Member Magirowsky, seconded by Council Member Larsen to approve permission for Teim Design to advertise for bids for the Bethany Animal Welfare Sanitary Sewer Relocation Project for G.O. Bond Proposition 3-C. Yes votes: Palmer, Magirowsky, Lloyd, Knapp, Larsen, Smart, Plank, Powell. No votes: None. Motion approved.

ITEM NO. 4 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF SPECIFICATIONS FOR WATER TREATMENT PLANT LIME SLUDGE EXTRACTION, HAULING, AND DISPOSAL AND AUTHORIZE STAFF TO SOLICIT BIDS. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Council Member Magirowsky, seconded by Council Member Larsen to approve specifications for water treatment plant lime sludge extraction, hauling, and disposal and authorize staff to solicit bids. Yes votes: Palmer, Plank, Larsen, Knapp, Magirowsky, Smart, Powell, Lloyd. No votes: None. Motion approved.

ITEM NO. 5 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. 6 on the agenda was **ADJOURN UNTIL NOVEMBER 7, 2023.**

Chairman Lloyd adjourned the Bethany Public Works meeting at 7:36 P.M. until November 7, 2023.

CHAIRMAN

SECRETARY

BETHANY PUBLIC WORKS AUTHORITY

From: Michael Vaughn, Finance Director
Date: November 2, 2023
Subject: Claims List for the 11/07/2023 Bethany Public Works Authority Meeting

BETHANY PUBLIC WORKS AUTHORITY

FUND	AMOUNT
Bethany Public Works Authority	\$125,654.59
TOTAL	\$125,654.59

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$247,014.67
Bethany Public Works Authority	\$125,654.59
Bethany Hospital Trust	\$0.00
Bethany Development Authority	\$0.00
TOTAL	\$372,669.26

RECOMMENDATION

1. Approve the claims as presented.



FUND: 056- BETHANY PUBLIC WORKS AUTH

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 02.0		FINANCE				
24-49041	10-005350	FORCE PERSONNEL	METER READER	11/2023	76192	869.40
24-48310	10-005702	TPS TECHNICAL PROGRAMMING	UTILITY BILLING SVC	11/2023	115921	2,100.16
24-48313	10-0596	FUZZELL'S BUSINESS	SHARP COPIER MAINTENANCE	11/2023	MM97386	17.29
DEPARTMENT TOTAL:						2,986.85
DEPARTMENT: 08.1		PUBLIC WORKS - ADMIN				
24-48296	10-1068	ONG	MNTHLY SVC	11/2023	20231016	200.40
24-48230	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY 2ND QTR	11/2023	20231017	223.08
24-48418	10-3042	ACCURATE ENVIRONMENTAL	VOC 7 & 10 /BACT	11/2023	FI28048	620.00
24-48924	10-3042	ACCURATE ENVIRONMENTAL	VOC 7&10 & BAC T	11/2023	FJ16041	736.00
DEPARTMENT TOTAL:						1,779.48
DEPARTMENT: 08.3		PUBLIC WORKS - SANIT				
24-48973	10-005350	FORCE PERSONNEL	TEMP HELP	11/2023	75995	6,449.13
24-49087	10-005373	CARD SERVICES/P1	PLANNERS & CALENDER	11/2023	1181014	28.56
24-48267	10-006081	CH&W COMMERCIAL TIRE, LLC	60 RECAPS & DIS/REMOUNT	11/2023	3-GS59498	1,852.50
24-48983	10-0225	GENUINE PARTS	OIL FILTERS UNIT89 & 95	11/2023	7092-044427	79.18
24-48230	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY 2ND QTR	11/2023	20231017	405.60
24-49001	10-1551	UNITED ENGINES, LLC	TRANS, PTO, & HYDRO LEAK	11/2023	4129788	4,572.88
24-48962	10-1796	H.O.W. RUBBER, INC.	UNIT 802	11/2023	205959	38.44
24-49006	10-4005	INLAND TRUCK PARTS & SERVIC	REPAIR BRAKES ON UNIT #89	11/2023	IN-1477109	3,073.92
24-49129	10-4005	INLAND TRUCK PARTS & SERVIC	REAR BRAKES&DRUMSUNIT#98	11/2023	IN-1488992	2,748.94
24-49141	10-4352	MCBRIDE CLINIC	PRE-EMPLOY DRUG SCREEN	11/2023	OCT 23	32.00
DEPARTMENT TOTAL:						19,281.15
DEPARTMENT: 08.4		PUBLIC WORKS - MAINT				
24-49095	10-005373	CARD SERVICES/P1	35 UNITS FLOOR MATS	11/2023	1345824	302.40
DEPARTMENT TOTAL:						302.40
DEPARTMENT: 12.0		UTILITY - WATER PLANT				
24-49015	10-004725	RUCKER ELECTRIC INCORPORATED	X&POSSIBLEREPAIRLIMESOL	11/2023	13077	155.00
24-49002	10-005373	CARD SERVICES/P1	DUSTPAN,BROOMS,MOPS,	11/2023	6319406	140.81
24-49012	10-005373	CARD SERVICES/P1	WRENCH,DRILL,WD-40,CPAPER	11/2023	4868225	469.36
24-49059	10-005373	CARD SERVICES/P1	PLANNERS,DAIRY,CALENDERS	11/2023	3273014	412.40
24-49087	10-005373	CARD SERVICES/P1	PLANNERS & CALENDER	11/2023	1181014	190.70
24-49023	10-0091	BRENNTAG SOUTHWEST INC	2 TOTES OF ALUMINUM SULF	11/2023	BSW502046	2,715.00
24-49025	10-0091	BRENNTAG SOUTHWEST INC	4200GALS/SODIUMHYPOCHLORI	11/2023	BSW503895	8,329.92
24-49026	10-0091	BRENNTAG SOUTHWEST INC	2 TOTES AQUA AMMONIA	11/2023	BSW502638	1,828.50
24-48794	10-0669	HACH COMPANY	COMBINATION PH PROBE&MATE	11/2023	13798039	1,018.25
24-49073	10-0669	HACH COMPANY	HARDNESS 2 SOLUTION(4)	11/2023	13794352	180.92
24-48282	10-1063	OG&E	MNTHLY SVC	11/2023	20231024	24,483.37
24-48955	10-1066	OKLAHOMA CONTRACTOR'S SUPPL	3 4 X12 BADGER METERS	11/2023	0376844-IN	7,905.00
24-48296	10-1068	ONG	MNTHLY SVC	11/2023	20231016	321.42
24-49047	10-1622	WESTLAKE ACE HARDWARE	TUBING FOR WTP	11/2023	3503786	26.36

FUND: 056- BETHANY PUBLIC WORKS AUTH

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 12.0 UTILITY - WATER PLANT						
24-49054	10-1622	WESTLAKE ACE HARDWARE	2 TUBES OF LOCTITE	11/2023	3503789	15.98
24-49114	10-1622	WESTLAKE ACE HARDWARE	GLOVES & LIGHTERS	11/2023	3503807	19.92
24-49039	10-2660	ODEQ WATER QUALITY DIV	TEMP W OPERATOR LICENSE	11/2023	toc 4508142	62.00
24-48924	10-3042	ACCURATE ENVIRONMENTAL	VOC 7&10 & BAC T	11/2023	FJ03064	300.00
24-48771	10-3487	AIRGAS USA, LLC	24 BOXES 8MIL NITRO GLOVE	11/2023	9143157376	654.00
24-49024	10-3919	MISSISSIPPI LIME	25 TONS OF LIME	11/2023	1696427	8,109.73
24-49141	10-4352	MCBRIDE CLINIC	PRE-EMPLOY DRUG SCREEN	11/2023	OCT 23	32.00
DEPARTMENT TOTAL:						57,370.64
DEPARTMENT: 12.1 UTILITY - WATER LINE						
24-48985	10-005095	MUNIZ DIESEL CENTER	DX & POSS REPAIR #45	11/2023	2761	80.00
24-49087	10-005373	CARD SERVICES/PI	PLANNERS & CALENDER	11/2023	1181014	28.55
24-49077	10-005624	RAY ALBRIGHT STEEL PRODUCTS	METAL BRACKETS	11/2023	23-4486	249.16
24-48849	10-006115	BROTHERS LAWN SERVICE	LAWN REPAIR/WATER LINE	11/2023	2362	2,940.00
24-48907	10-1066	OKLAHOMA CONTRACTOR'S SUPPL4	IN ULTRA BELL CLAMP	11/2023	0376843-IN	1,200.00
24-48909	10-1066	OKLAHOMA CONTRACTOR'S SUPPL6	OF 2 X 6 REPAIR CLAMPS	11/2023	0376845-IN	690.00
24-48230	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY 2ND QTR	11/2023	20231017	3,224.48
24-48984	10-1282	BOB RODGERS GARAGE	TOW UNIT #45 TO VENDER	11/2023	23-07133	306.44
24-49061	10-1622	WESTLAKE ACE HARDWARE	36TH DIVIS	11/2023	3503792	75.72
24-48882	10-2557	CORE & MAIN LP	20 METER BOXES	11/2023	T858078	2,619.40
24-48906	10-2557	CORE & MAIN LP	20 MULT SIZES REPAIRCLAMP	11/2023	T698808	1,924.38
24-48908	10-2557	CORE & MAIN LP	6IN & 8IN ULTRA BELLCLAMP	11/2023	T698695	2,714.80
24-48943	10-2660	ODEQ WATER QUALITY DIV	CLASS B WATER TEST	11/2023	OE 4548443	62.00
24-48766	10-3487	AIRGAS USA, LLC	24 BOXES 8MIL GLOVES	11/2023	9143157375	327.00
24-49141	10-4352	MCBRIDE CLINIC	PRE-EMPLOY DRUG SCREEN	11/2023	OCT 23	32.00
DEPARTMENT TOTAL:						16,473.93
DEPARTMENT: 12.2 UTILITY - SEWER						
24-49030	10-004725	RUCKER ELECTRIC INCORPORATE	25TH AND PENIEL	11/2023	13078	155.00
24-49087	10-005373	CARD SERVICES/PI	PLANNERS & CALENDER	11/2023	1181014	28.55
24-48528	10-0812	J & R EQUIPMENT LLC	NEW WATER PUMP UNIT49A	11/2023	01W4959	19,057.87
24-48282	10-1063	OG&E	MNTHLY SVC	11/2023	20231024	3,531.26
24-48230	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY 2ND QTR	11/2023	20231017	2,818.89
24-49102	10-2123	HOME DEPOT CREDIT SVCS	CABLE,FERRULE,&STOP SET	11/2023	027358/2625341	41.57
24-48920	10-3245	KRAPFF REYNOLDS CONST CO	JET/CAMERA SEWER LINE	11/2023	23227	1,500.00
24-48766	10-3487	AIRGAS USA, LLC	24 BOXES 8MIL GLOVES	11/2023	9143157375	327.00
DEPARTMENT TOTAL:						27,460.14
FUND TOTAL:						125,654.59

Agenda: 11/07/2023

Item: 3

BETHANY PUBLIC WORKS AUTHORITY

From: Rick Gregory, Public Utilities Superintendent
Date: October 31, 2023
Subject: WTP 24-01 Water Treatment Plant Lime Sludge Extraction, Hauling, and Disposal
Bid award

BACKGROUND

The specifications for the subject project have been completed. This project will result in the extraction, processing, hauling, and disposal of approximately 14,000 ±500 cubic yards of lime sludge from the north lagoon at the water treatment plant. The sludge is a normal by-product of the water purification process and each of the two lagoons is generally cleaned on a semi-annual basis.

There were two bids submitted. Only one bid contained all of the proper paperwork needed to proceed. The lowest bid was Jacobs Farms, LLC at \$189,527.47.

Staff wishes to award the proposed bid to the lowest bidder from October 31, 2023.

RECOMMENDATION

1. Staff recommends bid be awarded to Jacobs Farms, LLC in the amount of \$189,527.47.

ADDITIONAL COMMENTS

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

NOTICE: On Thursday, October 12, 2023, at or before 4:59 p.m., agenda was posted at the front doors of City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: cityofbethany.org. The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

BETHANY HOSPITAL TRUST MEETING

BETHANY CITY HALL

TUESDAY, OCTOBER 17, 2023

6:30 P.M.

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

Chairman Lloyd called the Bethany Hospital Trust meeting to order at 7:36 P.M.

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

- A. APPROVAL OF MINUTES FROM OCTOBER 3, 2023, REGULAR MEETING.**
- B. APPROVAL OF CLAIMS: THESE CLAIMS HAVE BEEN FOUND TO BE IN ORDER BY STAFF AND PROPER AS TO FORM AND PROCEDURE AND ARE RECOMMENDED FOR PAYMENT. A COPY OF THE CLAIMS.**

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

Plank, Magirowsky, 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 NOVEMBER 7, 2023.**

Chairman Lloyd adjourned the Bethany Hospital Trust meeting at 7:37 P.M. until November 7, 2023.

CHAIRMAN

SECRETARY

BETHANY HOSPITAL TRUST

From: Michael Vaughn, Finance Director
Date: November 2, 2023
Subject: Claims List for the 11/07/2023 Bethany Hospital Trust Meeting

BETHANY HOSPITAL TRUST

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

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$247,014.67
Bethany Public Works Authority	\$125,654.59
Bethany Hospital Trust	\$0.00
Bethany Development Authority	\$0.00
TOTAL	\$372,669.26

RECOMMENDATION

1. Approve the claims as presented.



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BETHANY DEVELOPMENT AUTHORITY

BETHANY CITY HALL

TUESDAY, OCTOBER 17, 2023

7:30 P.M.

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

Chairman Lloyd called the Bethany Development Authority meeting to order at 7:37 P.M.

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

- A. APPROVAL OF MINUTES FROM OCTOBER 3, 2023, REGULAR MEETING.**
- B. APPROVAL OF CLAIMS: THESE CLAIMS HAVE BEEN FOUND TO BE IN ORDER BY STAFF AND PROPER AS TO FORM AND PROCEDURE AND ARE RECOMMENDED FOR PAYMENT. A COPY OF THE CLAIMS.**

Motion was made by Trustee Palmer, seconded by Trustee Plank to approve the Consent Docket. Yes votes: Larsen, Lloyd, Magirowsky,

Plank, Palmer, Powell, Smart, 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 NOVEMBER 7, 2023.**

Chairman Lloyd adjourned the Bethany Development Authority meeting at 7:37 P.M. until November 7, 2023.

CHAIRMAN

SECRETARY

BETHANY DEVELOPMENT AUTHORITY

From: Michael Vaughn, Finance Director
Date: November 2, 2023
Subject: Claims List for the 11/07/2023 Bethany Development Authority Meeting

BETHANY DEVELOPMENT AUTHORITY

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

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$247,014.67
Bethany Public Works Authority	\$125,654.59
Bethany Hospital Trust	\$0.00
Bethany Development Authority	\$0.00
TOTAL	\$372,669.26

RECOMMENDATION

1. Approve the claims as presented.

