
On Thursday, November 30, 2023, at or before 4:59 p.m., agenda was posted at the front doors of City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: cityofbethany.org. The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

AGENDA

BETHANY CITY COUNCIL

TUESDAY, DECEMBER 5, 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 November 21, 2023, Regular Meeting.
 - B. Approval of Minutes from the November 28, 2023, Special Called Meeting.
 - C. 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.
 - D. Approval of Budget Amendment 24-11.
4. **PROPOSED EXECUTIVE SESSION:** Confidential communications between City Council, City Attorney and attorney(s) with McAfee Taft, pursuant to 25 O.S. § 307 (B) (4) concerning the matter pending in the United States District Court of South Carolina, Case MDL NO. 2873, for discussion of litigation on behalf of the City of Bethany against manufacturers of Aqueous Film-Forming Foam and other “forever” chemicals for contamination of water under advice of City Attorney that disclosure will seriously impair the ability of the City Council to

conduct litigation in the public interest. ***(Proposed Executive session as authorized by the Open Meeting Law in 25 O.S. 307 (B) 2 which provides for discussing negotiations concerning employees and representatives of employee groups.)*** (Ray Jones, City Attorney)

- A. ENTER INTO EXECUTIVE SESSION.
- B. EXIT EXECUTIVE SESSION.

5. Consideration and possible action on matters discussed in executive session.
6. 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.)*
7. Complete Streets Presentation. *(Elizabeth Gray, City Manager)*
 - A. Presentation by Steve Manek from TEIM Design.
 - B. Possible discussion regarding Complete Streets.
 - C. Possible action regarding Complete Streets.
8. Discussion and possible action designating Bethany a Purple Heart city. *(Peter Plank, Council Member)*
9. Consideration and possible approval to purchase a new Bobcat MT100 Mini Track Loader from Bobcat of Oklahoma City in the amount of \$31,316.34. *(Elizabeth Gray, City Manager)*
10. Discussion on the planning for the Freedom Festival since MJ Cofer is no longer organizing it. *(Marilyn McPhail, Council Member)*
11. Discuss a policy for social media posting by council members. *(Marilyn McPhail, Council Member)*
12. Consideration and possible approval of Ordinance No. 2050, an ordinance amending the employee retirement system, defined benefit plan for the City of Bethany, Oklahoma; providing retirement benefits for eligible employees of the City of Bethany, Oklahoma; pertaining to the determination of service for city manager; providing for repealer and severability. *(Ray Jones, City Attorney)*
 - A. Presentation by staff and/or interested party.
 - B. Consideration and possible approval of Ordinance No. 2050 on reading by title only.
 - C. Consideration and possible approval of Sections 1-4 of Ordinance No. 2050.

13. New Business *(As defined by the Oklahoma Open Meeting Act § 311 (A) (9) as “matters not known about or which could not have reasonably been foreseen prior to the time of posting the agenda”)*.
14. City Attorney’s Report.
15. City Manager’s Report.
16. Mayor and Council Members Comments and Suggestions.
17. Adjourn until December 19, 2023.

BETHANY PUBLIC WORKS AUTHORITY

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

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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. New Business *(As defined by the Oklahoma Open Meeting Act § 311 (A) (9) as “matters not known about or which could not have reasonably been foreseen prior to the time of posting the agenda”)*.
3. Adjourn until December 19, 2023.

BETHANY HOSPITAL TRUST

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

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- 2. New Business *(As defined by the Oklahoma Open Meeting Act § 311 (A) (9) as “matters not known about or which could not have reasonably been foreseen prior to the time of posting the agenda”).*
- 3. Adjourn until December 19, 2023.

BETHANY DEVELOPMENT AUTHORITY

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- 1. Consent Docket:
 - A. Approval of Minutes from the November 21, 2023, Regular Meeting.
 - B. Approval of Claims: These claims have been found to be in order by staff and proper as to form and procedure and are recommended for payment. A copy of the Claims List is included in the agenda packet.
- 2. Discussion and possible action on approving TIF Agreement with Carlson Ventures LLC. *(Ray Jones, City Attorney)*
- 3. New Business *(As defined by the Oklahoma Open Meeting Act § 311 (A) (9) as “matters not known about or which could not have reasonably been foreseen prior to the time of posting the agenda”).*
- 4. Adjourn until December 19, 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, November 16, 2023, at or before 4:59 p.m., agenda was posted at the front doors of City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: cityofbethany.org. The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

BETHANY CITY COUNCIL MEETING

BETHANY CITY HALL

TUESDAY, NOVEMBER 21, 2023

6:30 P.M.

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

MEMBERS ABSENT: None

OTHERS PRESENT:	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	Amanda McCellon	Community Dev. Director
	Beth Burke	211 Heartline
	(See Roster)	

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

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

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

The Invocation was given by Council Member Smart.

The Flag Salute was conducted by Mayor Lloyd.

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

- A. **APPROVAL OF MINUTES FROM NOVEMBER 7, 2023, REGULAR MEETING.**
- B. **APPROVAL OF MINUTES FROM NOVEMBER 7, 2023, SPECIAL CALLED MEETING.**
- C. **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.**
- D. **APPROVAL TO DECLARE CERTAIN ITEM(S) AS SURPLUS AND AUTHORIZE STAFF TO CONDUCT AN ONLINE PUBLIC AUCTION TO SELL THE LISTED ITEM(S).**
- E. **APPROVAL OF BUDGET AMENDMENT 24-9.**
- F. **APPROVAL OF BUDGET AMENDMENT 24-10.**

Motion was made by Council Member Magirowsky, seconded by Council Smart 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 **MAYORAL PROCLAMATION RECOGNIZING SMALL BUSINESS SATURDAY.**

Mayor Lloyd declared November 25th as Small Business Saturday.

ITEM NO. 5 on the agenda was **PRESENTATION BY HEARLINE OKLAHOMA.**

Director Beth Burke informed council of the services provided by their agency. She explained that a call to 211 is a confidential crisis line for food, shelter, medical, financial, emotional support and more. They have access to over 16,000 available resources in the state. They have directed 928 families in Bethany for utility assistance. 2500 calls were received from people within Bethany.

ITEM NO. 6 on the agenda was **PUBLIC COMMENT - ANY PERSON WISHING TO ADDRESS THE COUNCIL DURING PUBLIC COMMENT SHALL GIVE THEIR NAME, ADDRESS, AND CITY OF RESIDENCE TO THE CITY CLERK FOR THE RECORDS PRIOR TO THE START OF THE MEETING. (PER CHAPTER 30 OF THE BETHANY CODE OF ORDINANCES, THERE IS A FIVE-MINUTE LIMIT, AND NO ACTION OR DISCUSSION SHALL TAKE PLACE. ALL REMARKS SHALL BE ADDRESSED TO THE COUNCIL AS A BODY, AND NOT TO ANY MEMBER THEREOF.)**

Dale German- 301 Oakridge Lane- Thanksgiving/Veterans Day letter.

James Graves- 3200 N. Rockwell- Wind Signage.

Anthony Garcia-8309 NW 27th- Love for Bethany-City Manager Gray accomplishments.

ITEM NO. 7 on the agenda was **CONSIDERATION AND POSSIBLE ACTION REGARDING FRANK MCLENDON'S REQUEST TO REDUCE THE MINIMUM REAR YARD BUILD LINES FOR BETHANY VILLAGE, LOCATED AT THE NW CORNER OF NW 36TH STREET AND N. DIVIS AVE.**

Council Member Larsen made a motion, seconded by Council Member Plank, to approve reducing the minimum rear yard build lines from Bethany Village, located at the NW Corner of NW 36th Street and N. Divis Ave. Yes votes: Magirowsky, Smart, McPhail, Lloyd, Palmer, Plank, Larsen, Knapp, Powell. No votes: None. Motion approved.

ITEM NO. 8 on the agenda was **CONSIDERATION AND POSSIBLE ADOPTION OF RESOLUTION NO. 1684, A RESOLUTION AUTHORIZING OKLAHOMA MUNICIPAL ASSURANCE GROUP (OMAG) TO DISTRIBUTE ESCROW ACCOUNT FUNDS. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Council Member Magirowsky, seconded by Council Member Larsen to approve Resolution No. 1684. Yes votes: Knapp, Larsen, Lloyd, Magirowsky, Plank, Smart, Powell, McPhail, Palmer. No votes: None. Motion approved.

ITEM NO. 9 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL TO ACCEPT CONTRACT AMENDMENT NO. 2 FOR LIPPERT BROTHERS CONSTRUCTION FOR PHASE 2A IN THE AMOUNT OF \$142,015.00 FOR THE GENERAL OBLIGATION BOND PROPOSITION 3A-BETHANY FIRE STATION ADDITION PROJECT AND AUTHORIZE THE MAYOR TO SIGN THE CONTRACT DOCUMENT ON BEHALF OF THE CITY OF BETHANY. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Council Member Larsen, seconded by Council Member Knapp to approve the contract with Lippert Bros., Inc. for the Fire Station Addition and authorize the mayor to sign the document on behalf of the City of Bethany. Yes votes: Knapp, Larsen, McPhail, Lloyd, Magirowsky, Plank, Powell, Smart, Palmer. No votes: None. Motion approved.

ITEM NO. 10 on the agenda **DISCUSSION AND POSSIBLE ACTION TO AMEND SECTION 153.19 PROHIBITED SIGNS, SUBPART (B) WHICH PROHIBITS WIND SIGNS DEFINED AS A SIGN CONSISTING OF ONE OR MORE BANNERS, FLAGS, PENNANTS, RIBBONS, SPINNERS, STREAMERS OR CAPTIVE BALLOONS, OR OTHER OBJECTS OR MATERIAL FASTENED IN SUCH A MANNER AS TO MOVE UPON BEING SUBJECTED TO PRESSURE BY WIND OR BREEZE. (MARILYN MCPHAIL, COUNCIL MEMBER)**

There was discussion on adding permits either monthly or yearly and removal of flags at night.

Community Development Director McCellon informed the council that the city currently has a temporary permit that can be used for no more than 75 days per year.

A motion was made by Council Member Palmer, seconded by Council Member Powell to refer Section 153.19 to be reevaluated with Planning and Zoning and to bring recommendations back to council. Yes votes: Knapp, Larsen, McPhail, Magirowsky, Plank, Powell, Smart, Palmer. No votes: Lloyd. Motion approved.

ITEM NO. 11 on the agenda was PROPOSED EXECUTIVE SESSION TO DISCUSS THE PERFORMANCE EVALUATION AND CONTRACT OF CITY MANAGER, ELIZABETH GRAY, PURSUANT TO THE CLAUSE IN SECTION 5 OF THE EMPLOYMENT AGREEMENT APPROVED ON SEPTEMBER 15, 2020, AND TITLE 25 O.S. SECTION 307.B (1) OF THE OKLAHOMA OPEN MEETING ACT. (ELIZABETH GRAY, CITY MANAGER)

A. ENTER EXECUTIVE SESSION

A motion was made at 7:07 p.m. by Council Member Magirowsky, seconded by Council Member Larsen to enter executive session. Yes votes: Smart, Larsen, McPhail, Lloyd, Powell, Plank, Palmer, Knapp, Magirowsky. No votes: None. Motion approved.

B. EXIT EXECUTIVE SESSION

A motion was made at 7:24 p.m. by Council Member Plank, seconded by Council Member Palmer to exit executive session. Yes votes: Plank, Smart, Knapp, McPhail, Lloyd, Magirowsky, Palmer. No votes: Larsen, Powell. Motion approved.

A motion was made at 7:26 p.m. by Council Member Plank, seconded by Council Member Magirowsky to reconvene the executive session with City Attorney Jones. Yes votes: Magirowsky, Smart, Powell, Larsen, Plank, Knapp, Lloyd. No votes: McPhail, Palmer. Motion approved.

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

ITEM NO. 12 on the agenda was CONSIDERATION AND POSSIBLE ACTION FOLLOWING EXECUTIVE SESSION REGARDING CITY MANAGER CONTRACT WITH CITY MANAGER ELIZABETH GRAY PURSUANT TO THE EMPLOYMENT AGREEMENT APPROVED ON SEPTEMBER 15, 2020. (ELIZABETH GRAY, CITY MANAGER)

A motion was made by Council Member Smart, seconded by Council Member Palmer to approve the change to the retirement plan and extend a \$500.00 a month car

allowance. Yes votes: Magirowsky, Smart, Powell, Larsen, Plank, Palmer, Knapp, Lloyd.
No votes: McPhail. Motion approved.

ITEM NO. 13 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. 14 on the agenda was the **CITY ATTORNEY’S REPORT**.

Attorney Ray Jones informed the council that we can amend the ordinance that changed the zoning to 2900 N. Remond property; however, a hearing must be held. Attorney Jones recommends this be placed on the next agenda for a vote.

ITEM NO. 15 on the agenda was the **CITY MANAGER’S REPORT**.

City Manager Gray reported the following:

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.

April 8th will be the next Big Trash and will begin on the North side of town.

Water rates will increase on January 1. For more information see the city website, social media, or the November newsletter.

ITEM NO. 16 on the agenda was **COUNCIL MEMBERS’ ANNOUNCEMENTS, COMMENTS, AND PROPOSALS**.

Each Council Member was given the opportunity to comment.

ITEM NO. 17 on the agenda was **ADJOURN UNTIL DECEMBER 5, 2023**.

Mayor Lloyd adjourned the Bethany City Council meeting at 8:39 P.M.

MAYOR

CITY CLERK

NOTICE: On Wednesday, November 22, 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

SPECIAL CALLED MEETING

**BETHANY CITY HALL
6700 NW 36TH STREET
BETHANY, OKLAHOMA**

TUESDAY, NOVEMBER 28, 2023

6:30 P.M.

MEMBERS PRESENT:	Nikki Lloyd Jeff Knapp Kathy Larsen Peter Plank Brian Magirowsky	Mayor Vice-Mayor Council Member Council Member Council Member
MEMBERS ABSENT:	Chris Powell Steve Palmer Ken Smart Marilyn McPhail	Council Member Council Member Council Member Council Member
OTHERS PRESENT:	Elizabeth Gray Ray Jones Todd Sill Matt Court Bob Joyce See Roster	City Manager City Attorney Attorney Attorney Attorney (via phone at 6:42 p.m.)

CALL TO ORDER

Mayor Lloyd called the Bethany City Council special called meeting to order at 6:31 P.M.

**FLAG SALUTE
INVOCATION**

ITEM NO. 1 on the agenda was **PROPOSED EXECUTIVE SESSION: CONFIDENTIAL COMMUNICATIONS BETWEEN CITY COUNCIL, CITY ATTORNEY AND TODD**

COURT, ATTORNEY WITH MCAFEE TAFT, PURSUANT TO 25 O.S. § 307 (B) (4) CONCERNING THE MATTER PENDING IN THE UNITED STATES DISTRICT COURT OF SOUTH CAROLINA, CASE MDL NO. 2873, FOR DISCUSSION OF LITIGATION ON BEHALF OF THE CITY OF BETHANY AGAINST MANUFACTURERS OF AQUEOUS FILM-FORMING FOAM AND OTHER “FOREVER” CHEMICALS FOR CONTAMINATION OF WATER UNDER ADVICE OF CITY ATTORNEY THAT DISCLOSURE WILL SERIOUSLY IMPAIR THE ABILITY OF THE CITY COUNCIL TO CONDUCT LITIGATION IN THE PUBLIC INTEREST. (PROPOSED EXECUTIVE SESSION AS AUTHORIZED BY THE OPEN MEETING LAW IN 25 O.S. 307 (B) 2 WHICH PROVIDES FOR DISCUSSING NEGOTIATIONS CONCERNING EMPLOYEES AND REPRESENTATIVES OF EMPLOYEE GROUPS.) (ELIZABETH GRAY, CITY MANAGER)

A. ENTER INTO EXECUTIVE SESSION.

Motion was made by Magirowsky, seconded by Plank to enter into executive session. Yes votes: Lloyd, Knapp, Magirowsky, Plank and Larsen. No votes: None. Motion approved.

Council entered executive session at 6:32 p.m.

B. EXIT EXECUTIVE SESSION.

Motion was made by Magirowsky, seconded by Plank to exit executive session. Yes votes: Lloyd, Knapp, Magirowsky, Plank and Larsen. No votes: None. Motion approved.

Council exited executive session at 7:04 p.m.

ITEM NO. 2 on the agenda was CONSIDERATION AND POSSIBLE ACTION ON MATTERS DISCUSSED IN EXECUTIVE SESSION.

Motion was made by Plank, seconded by Magirowsky to opt out of class action against Dupont. Yes votes: Lloyd, Knapp, Magirowsky, Plank and Larsen. No votes: None. Motion approved.

ITEM NO. 3 on the agenda was ADJOURNMENT.

Mayor Lloyd adjourned the meeting at 7:05 p.m.

MAYOR

CITY CLERK

BETHANY CITY COUNCIL

From: Michael Vaughn, Finance Director
Date: November 30, 2023
Subject: Claims List for the 12/05/2023 City Council Meeting

GENERAL OPERATIONS FUND

FUND	AMOUNT
General Operation Fund	\$114,887.56
Public Safety Fund	\$50.00
Capital Improvement Fund	\$250,253.10
2022A GO Bond	\$8,382.56
TOTAL	\$373,573.22

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$373,573.22
Bethany Public Works Authority	\$249,504.38
Bethany Hospital Trust	\$0.00
Bethany Development Authority	\$0.00
TOTAL	\$623,077.60

RECOMMENDATION

1. Approve the claims as presented.



FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01.0		MANAGEMENT				
24-48126	10-004660	MOTHER NATURE'S INC.	PEST INSIDE/OUTSIDE	11/2023	1416736	120.00
24-48170	10-005084	JAN-PRO CLEANING SYSTEMS	CH CLEANING SVC.	11/2023	INV20415	813.00
24-49031	10-005156	COX COMMUNICATIONS INC.	PHONES, INTERNET	11/2023	20231031	1,457.87
24-48301	10-005373	CARD SERVICES/P1	74 AZUARE MICROSOFT LIC.	11/2023	OCT. E0300PPAXE	444.00
24-48990	10-005373	CARD SERVICES/P1	JOB OPENINGS AD	11/2023	85239407	587.71
24-48991	10-005373	CARD SERVICES/P1	MICROSOFT BUSINESS LICENS	11/2023	E0300POROG	512.50
24-49142	10-005373	CARD SERVICES/P1	USB CABLE/ENVELOPES	11/2023	8035418	32.97
24-49226	10-005373	CARD SERVICES/P1	INDEED JOB OPENINGS	11/2023	SEPT 2023	420.65
24-48971	10-005703	FLOOR-TECH JANITORIAL	TRASHBAGS,PTOWELS,TPAPER	11/2023	5012	338.50
24-48194	10-005851	LYTLE, SOULE' & FELTY, P.C.	ATTORNEY MNTLY CONTRACT	11/2023	206248	5,000.00
24-48195	10-005851	LYTLE, SOULE' & FELTY, P.C.	ATTORNEY OUTSIDE CONTRACT	11/2023	206251	4,510.50
24-49174	10-0668	HAYES ELECTRIC	REPAIR TWO OUTSIDE OUTLIT	11/2023	98152	160.58
24-49201	10-1261	RED ROCK PETRO	UNLEAD & DIESEL	11/2023	1477941	124.09
24-48079	10-2274	OZARKA WATER COMPANY	MO RENTAL/WATER	11/2023	0983300	17.99
24-48400	10-2448	MARGARET MCMORROW-LOVE	LEGAL SVC	11/2023	20231101	112.00
24-48167	10-3196	IMAGENET CONSULTING, LLC	MONTHLY SVC IT	11/2023	INV736775	7,482.50
24-48078	10-4310	AMERIFLEX	FSA ADMIN FEE	11/2023	INV667794	190.80
DEPARTMENT TOTAL:						22,325.66
DEPARTMENT: 02.0		FINANCE				
24-49209	10-005075	ARBITRAGE COMPLIANCE SPECIA	2023 BOND 10TH YEAR	11/2023	1033663	1,850.00
24-49155	10-005373	CARD SERVICES/P1	BANKER BOX, TONER, CORD	11/2023	20231102	21.78
DEPARTMENT TOTAL:						1,871.78
DEPARTMENT: 03.0		COURT				
24-49031	10-005156	COX COMMUNICATIONS INC.	PHONES, INTERNET	11/2023	20231031	445.67
24-48783	10-006063	SEAL TIGHT DOOR & WINDOWS	LCOURT WINDOW REPLACED	11/2023	16461	561.00
24-49103	10-006144	ROBERT BLACK, PLLC	CITY PROSECUTOR	11/2023	001	1,650.00
24-48042	10-2274	OZARKA WATER COMPANY	WATER	11/2023	0984712	17.99
24-48041	10-3342	JANI-KING OF OKLAHOMA, INC.	JANITORIAL SERVICE	11/2023	OKC11230133	640.66
DEPARTMENT TOTAL:						3,315.32

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 05.0		POLICE				
24-49121	10-004536	APPLIED CONCEPTS, INC.	GPS Antenna's	11/2023	428490	450.00
24-48066	10-004660	MOTHER NATURE'S INC.	Spraying for Bugs Monthly	11/2023	1416735	60.00
24-48134	10-004789	TRADS, INC	Monthly Usage	11/2023	OCT. 2023	107.00
24-49208	10-004795	COMPUTER PROJECTS OF ILLINO	Annual OpenFox Renewal	11/2023	23-11-31ME	198.00
24-49031	10-005156	COX COMMUNICATIONS INC.	PHONES, INTERNET	11/2023	20231031	1,367.89
24-49181	10-005373	CARD SERVICES/Pl	Janitorial Supplies	11/2023	20231107	275.52
24-48096	10-005634	INNOVATIVE SECURITY OF OKLA	Monthly Monitoring Fee	11/2023	659871	19.95
24-48176	10-005934	JACKSON MECHANICAL SERVICE	Incenerator at Shelter	11/2023	110447	376.00
24-48254	10-005934	JACKSON MECHANICAL SERVICE	Incinerator Repair	11/2023	111208	931.00
24-49051	10-005934	JACKSON MECHANICAL SERVICE	Incinerator at Shelter	11/2023	112911	567.00
24-48064	10-006044	HOUSE OF MODS LLC	Fleet Maint	11/2023	5000	5,253.81
24-49013	10-006107	TROY INDUSTRIES, INCL	Weapon Sights	11/2023	124291	716.80
24-49177	10-1	Christopher Gee	Gee Watch Replacement	11/2023	24-49177	150.00
24-48282	10-1063	OG&E	MNTHLY SVC	11/2023	20231107	20.82
24-49201	10-1261	RED ROCK PETRO	UNLEAD & DIESEL	11/2023	1477941	6,949.19
24-48641	10-1282	BOB RODGERS GARAGE	Towing ACO Truck	11/2023	23-06350	111.00
24-49218	10-2273	PRECISION DELTA	.223 Ammo	11/2023	28766	1,649.86
24-49271	10-2273	PRECISION DELTA	2023 DEPT AMMUNITION	11/2023	28767	824.93
24-48405	10-2274	OZARKA WATER COMPANY	Yearly Water for Shelter	11/2023	0983326	9.99
24-48406	10-2274	OZARKA WATER COMPANY	Yealry Water for Range	11/2023	0982803	13.99
24-48135	10-2442	SUMNERONE, INC.	3 Copier Lease	11/2023	3682845	408.14
24-48137	10-2442	SUMNERONE, INC.	Kyocera Usage	11/2023	3755422	560.77
24-49145	10-2648	MUNGER PAINTS	Paint for AC	11/2023	202195	569.98
24-48412	10-2703	OKLAHOMA BODY WORKS INC	Driver Seat 20-004	11/2023	24703	103.00
24-48820	10-2703	OKLAHOMA BODY WORKS INC	Unit 16-011 and 16-012	11/2023	207360	125.00
24-48884	10-2703	OKLAHOMA BODY WORKS INC	AC Veh Repairs	11/2023	20230713	361.72
24-48060	10-3084	UTILITY DATA SERVICES, INC.	Monthly Minimum Fee	11/2023	104760	12.50
24-48059	10-3342	JANI-KING OF OKLAHOMA, INC.	PD Cleaning	11/2023	okc11230112	1,774.66
24-48806	10-3415	SPECIAL-OPS UNIFORMS, INC.	Chavez Uniforms	11/2023	344966	199.99
24-48807	10-3415	SPECIAL-OPS UNIFORMS, INC.	Blackwell Uniforms	11/2023	344965	160.00
24-48808	10-3415	SPECIAL-OPS UNIFORMS, INC.	Yeager Uniform	11/2023	344964	320.00
DEPARTMENT TOTAL:						24,648.51

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 06.0		FIRE				
24-49031	10-005156	COX COMMUNICATIONS INC.	PHONES, INTERNET	11/2023	20231031	699.22
24-49064	10-005739	INKLING DESIGNS LLC	UNIFORM ITEMS	11/2023	20735	993.00
24-48519	10-006054	STRYKER SALES, LLC	5% GRANT CARDIAC MONITOR	11/2023	11676301	3,000.00
24-48520	10-006054	STRYKER SALES, LLC	GRANT 15 CARDIAC MONITORS	11/2023	11676301	56,945.91
24-49231	10-0225	GENUINE PARTS	REPLACEMENT BATTERY	11/2023	046953	190.97
24-49067	10-0336	CASCO INDUSTRIES	SCBA MASK FOR NEW HIRE	11/2023	256426	398.00
24-49190	10-0883	LOCKE SUPPLY CO.	FAUCET	11/2023	51003501-00	134.90
24-49201	10-1261	RED ROCK PETRO	UNLEAD & DIESEL	11/2023	1477941	1,268.04
24-49270	10-4090	AT&T MOBILITY	MOBILE DATA	11/2023	SEPT- NOV 2023	258.24
24-48903	10-4279	C.O.P.S. PRODUCTS LLC	UNIFORM SHORTS	11/2023	202307000	75.98
DEPARTMENT TOTAL:						63,964.26
DEPARTMENT: 07.0		COMMUNITY DEV				
24-49196	10-004417	MCLAIN-CHITWOOD OFFICE	PRINTER CARTRIDGES	11/2023	232778	112.40
24-49165	10-005843	DPM GROUP LLC	NOV FORMS	11/2023	220612	425.45
24-49201	10-1261	RED ROCK PETRO	UNLEAD & DIESEL	11/2023	1477941	620.46
24-49269	10-3348	COUNTY CLERK OKLA COUNTY	LIEN RELEASE	11/2023	20231115	18.00
DEPARTMENT TOTAL:						1,176.31
DEPARTMENT: 08.1		PUBLIC WORKS - ADMIN				
24-49031	10-005156	COX COMMUNICATIONS INC.	PHONES, INTERNET	11/2023	20231031	454.52
24-48769	10-005373	CARD SERVICES/PI	SUPPLIES FOR ASST DEPTMEN	11/2023	0231430	14.95
24-49175	10-005373	CARD SERVICES/PI	HEAVY EXTENSION CORDS	11/2023	9527412	53.98
DEPARTMENT TOTAL:						523.45
DEPARTMENT: 08.2		PUBLIC WORKS - STREETS				
24-48191	10-004688	TLS GROUP, INC.	MAINTENANCE AGREEMENT	11/2023	1123-1807	480.00
24-49031	10-005156	COX COMMUNICATIONS INC.	PHONES, INTERNET	11/2023	20231031	452.95
24-49089	10-005350	FORCE PERSONNEL	TEMP HELP	11/2023	76237	1,841.44
24-49144	10-005373	CARD SERVICES/PI	100 TRAFFIC LIGHT BULBS	11/2023	5871416	399.00
24-49149	10-005373	CARD SERVICES/PI	4 RUBBER/STEEL WORK BOOTS	11/2023	3571405	371.96
24-49217	10-005645	1.800.RADIATOR & A/C OF OK	RADIATOR FOR UNIT #62	11/2023	3977769	192.00
24-49143	10-0482	DOLESE BROS. CO.	PORTLAND CEMENT	11/2023	MA23014518	439.25
24-49179	10-0482	DOLESE BROS. CO.	23 TONS OF FILL SAND	11/2023	AG23133505	420.76
24-49168	10-0694	HASKELL LEMON CONST CO	1.5 TONS ASPHALT	11/2023	5985	122.40
24-49184	10-0694	HASKELL LEMON CONST CO	2 TONS OF ASPHALT	11/2023	6031	136.80
24-49191	10-0694	HASKELL LEMON CONST CO	2 TONS OF ASPHALT	11/2023	6059	92.00
24-48282	10-1063	OG&E	MNTHLY SVC	11/2023	20231107	14,177.34
24-49201	10-1261	RED ROCK PETRO	UNLEAD & DIESEL	11/2023	1477941	2,260.78
24-49187	10-1329	SCHWARZ (BORAL) READY MIX	2 YARDS CONCRETE	11/2023	312644	306.00
24-49170	10-1622	WESTLAKE ACE HARDWARE	ZIP TIES	11/2023	3503817	34.58
24-49246	10-2128	BREWER CONST CO, LLC	BONDS FOR REPAIR SVCS	11/2023	PAVING REPAIR 2023	16,250.00
24-49193	10-3003	VANCE BROS INC	TACK COAT	11/2023	ZR00019763	200.00
24-49127	10-3331	RUCKER MECHANICAL	DX & REPAIR HEATER	11/2023	94803	512.50
24-48951	10-4010	HARD HAT SAFETY & GLOVE	PPE SAFETY VEST MULT DEPT	11/2023	0066396	120.00
DEPARTMENT TOTAL:						38,809.76

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08.4		PUBLIC WORKS - MAINT				
24-49201	10-1261	RED ROCK PETRO	UNLEAD & DIESEL	11/2023	1477941	434.31
DEPARTMENT TOTAL:						434.31
DEPARTMENT: 08.5		PUBLIC WORKS - PARKS				
24-48189	10-0006	A WELDORS SUPPLY	WELDING TANK RENTAL	11/2023	264492	24.80
24-49031	10-005156	COX COMMUNICATIONS INC.	PHONES, INTERNET	11/2023	20231031	29.81
24-49042	10-005350	FORCE PERSONNEL	TEMP HELP	11/2023	76235	3,091.20
24-48769	10-005373	CARD SERVICES/PI	SUPPLIES FOR ASST DEPTMEN	11/2023	0231430	104.00
24-49147	10-005373	CARD SERVICES/PI	4 RUBBER/STEEL WORK BOOTS	11/2023	8266638	377.96
24-49060	10-0324	CENTRAL POWER EQUIP. INC	PARTS FOR WEED EATERS	11/2023	335623	113.58
24-48282	10-1063	OG&E	MNTHLY SVC	11/2023	20231107	397.37
24-49201	10-1261	RED ROCK PETRO	UNLEAD & DIESEL	11/2023	1477941	1,501.00
24-49157	10-1622	WESTLAKE ACE HARDWARE	CHRISTMAS LIGHTS	11/2023	3503814	338.96
24-49225	10-1622	WESTLAKE ACE HARDWARE	CHRISTMAS LIGHTS FOR TREE	11/2023	3503826	539.64
24-48787	10-2123	HOME DEPOT CREDIT SVCS	TOILET SEAT & PVC BOOTS	11/2023	018747/1024486-	55.64
24-49154	10-2123	HOME DEPOT CREDIT SVCS	2POST,CHRISTMASLIGHTS,TAP	11/2023	002874/6023457	170.54
24-49221	10-2123	HOME DEPOT CREDIT SVCS	CONCRETE FORMS&STAKES	11/2023	20231113-20231114	199.25
24-49117	10-3331	RUCKER MECHANICAL	DX & REPAIR HEATER	11/2023	94802	188.75
24-48951	10-4010	HARD HAT SAFETY & GLOVE	PPE SAFETY VEST MULT DEPT	11/2023	0066396	120.00
24-49140	10-4010	HARD HAT SAFETY & GLOVE	GLOVES & SAFETY GLASSES	11/2023	0066395	78.00
24-49053	10-4179	BUDGET FLAG & BANNER	2-12X18 & 1-5X8 FLAGS	11/2023	30066	795.00
DEPARTMENT TOTAL:						8,125.50
FUND TOTAL:						165,194.86

FUND: 021- PUBLIC SAFETY FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 99.0		NON-DEPARTMENTAL				
24-48050	10-004789	TRADS, INC	OCT 2023	11/2023	OCT 2023	170.00
DEPARTMENT TOTAL:						170.00
FUND TOTAL:						170.00

FUND: 031- CAPITAL IMPROVE PROJECTS

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		PROJECTS >\$25,000				
24-48503	10-005900	TEIM DESIGN GROUP, PLLC	CRSAA MILL OVERLAY RKWEL	11/2023	12297	6,745.00
24-48515	10-005900	TEIM DESIGN GROUP, PLLC	AMDMT #2 CDBG HOLLOWAY	11/2023	12226-	2,361.25
24-49021	10-006108	SOUTHWEST WATER WORKS, LLC	CDBG WATERLINE HOLLOWAY	11/2023	PAY APP 2	113,567.24
24-49090	10-3331	RUCKER MECHANICAL	A/C UNITS #1 AND #6	11/2023	92720	24,587.36
DEPARTMENT TOTAL:						147,260.85
FUND TOTAL:						147,260.85

FUND: 035- FEDERAL GRANT FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		Sewer Project				
24-48513	10-005900	TEIM DESIGN GROUP, PLLC	ARPA PENIEL WASTEWATER	11/2023	12307	9,525.50
DEPARTMENT TOTAL:						9,525.50
DEPARTMENT: 42.0		Automated Meter Project				
24-48512	10-005900	TEIM DESIGN GROUP, PLLC	ARPA METER AUTOMATION	11/2023	12299	2,307.50
DEPARTMENT TOTAL:						2,307.50
FUND TOTAL:						11,833.00

FUND: 040- DEBT SERVICE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 99.0		NON-DEPARTMENTAL				
24-49044	10-3436	BANCFIRST	INTEREST 2016 BOND	11/2023	2016 BOND	62,487.50
DEPARTMENT TOTAL:						62,487.50
FUND TOTAL:						62,487.50

FUND: 045- 2022A GO BOND ISSUE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		Projects				
24-48500	10-005900	TEIM DESIGN GROUP, PLLC	PROP 3B POLICE RENOVATION	11/2023	12306	1,060.50
24-48521	10-005900	TEIM DESIGN GROUP, PLLC	PROP 1H- NW25 TO NW 30TH	11/2023	12305	1,931.00
24-48522	10-005900	TEIM DESIGN GROUP, PLLC	PROP 1F-MUELLER/44 TO 50	11/2023	12303	8,528.50
24-48523	10-005900	TEIM DESIGN GROUP, PLLC	PROP 1G-DIVIS/36 TO 39	11/2023	12304	2,565.50
24-48524	10-005900	TEIM DESIGN GROUP, PLLC	PROP 1E 30/ RKWELL/PENIEL	11/2023	12302	5,577.50
24-48759	10-005900	TEIM DESIGN GROUP, PLLC	PROP 1D PENIEL/39TH/42ND	11/2023	12301	6,352.00
24-48844	10-005900	TEIM DESIGN GROUP, PLLC	PROP 2F MENDENALL PARK	11/2023	12308	4,084.25
24-49027	10-005900	TEIM DESIGN GROUP, PLLC	PROP 1A/B SIGNALIZATION	11/2023	12300	1,060.25
24-49028	10-006140	HOLLAND CONSTRUCTION, LLC	PROP 3-B PD	11/2023	APP #1	26,226.17
DEPARTMENT TOTAL:						57,385.67
FUND TOTAL:						57,385.67

CITY OF BETHANY

From: Michael Vaughn, Finance Director
Date: 12/05/2023
Subject: Budget Amendment 24-11

BACKGROUND

The Bethany City Council approved a Contract Amendment for Phase 2 for the Fire Station Addition Project that was included in the 2022A G.O. Bond issue. The funding was to be provided by a transfer from the General Fund Engineering Professional Services.

Budget Amendment 24-11 accomplishes this transfer. Since an expense item is being reduced and a transfer of that amount is being established, there will be no net effect on the estimated reserve amounts.

RECOMMENDATION

1. Approve Budget Amendment 24-11 (attached).

ADDITIONAL COMMENTS



Approval of and authorization to execute Budget Amendment Number BA# 24-11

BUDGET AMENDMENT FORM



Funds: General Fund/2022A GO Bond Fund
Amendment #: BA #24-11
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>
General Fund					
010-504.0-340	Professional Services				142,000
010-599.0-945	Trfr Out - 2022A GO Bond			142,000	
2022A GO Bond Fund					
045-599.0-831	Transfer From General Fund	142,000			
045-540.0-4140	Fire Station Renovations			142,000	
TOTALS		<u>142,000</u>	<u>-</u>	<u>284,000</u>	<u>142,000</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 24-11 Transfers unencumbered funds from the General Fund - Engineering Department to the 2022A General Obligation Bonf Fund Account to fund provide additional funding for the Fire Department Renovations project.

Date & Signature of Mayor: _____ x _____ Date

Date & Signature of City Manager: _____ x _____ Date

Date Approved by City Council: December , 2023

Stabilization Reserve Fund

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

BETHANY CITY COUNCIL

From: Elizabeth A. Gray, City Manager
Date: November 30, 2023
Subject: Complete Streets Presentation

BACKGROUND

Title 15 was adopted in 2019, and included a section called Complete Streets. The traffic committee met on November 2, 2023, to discuss the Complete Streets Section 157.34 of Title 15. Conversations included the need to follow city ordinances and exactly what this ordinance meant and what it entailed.

The traffic committee requested a preliminary engineering estimate to accomplish items in the Complete Streets ordinance and a presentation from TEIM Design on the ordinance as well as a recommendation to the Council.

Steve Manek with TEIM design has spent numerous hours preparing this information and will present his findings to the council.

RECOMMENDATION

1. As develops during the meeting

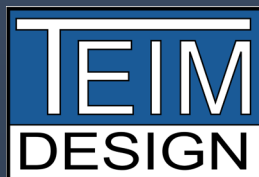
ADDITIONAL COMMENTS

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



CITY OF BETHANY

COMPLETE STREETS



COMPLETE STREETS

SECTION 157.34 OF THE BETHANY MUNICIPAL CODE

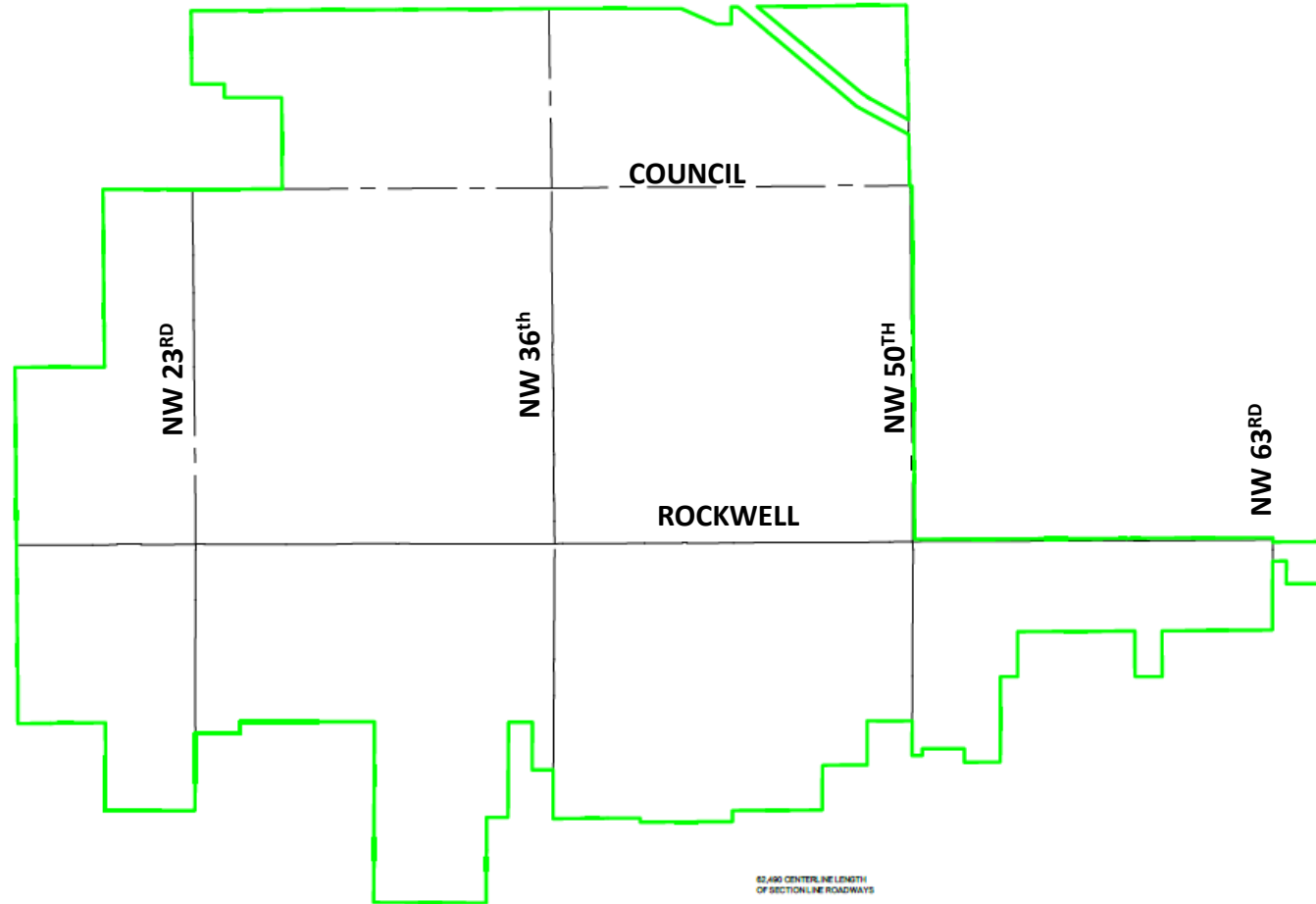


COMPLETE STREETS INFRASTRUCTURE

The City of Bethany recognizes the importance of complete streets infrastructure and modifications that enable safe, convenient, and comfortable travel for all categories of users, including, but not limited to, sidewalks, shared use paths, bicycle lanes, bicycle routes, safe route to schools programs, paved shoulders, street trees and landscaping, planting strips, assessable curb ramps, crosswalks, pedestrian islands, pedestrian signals, signs, street furniture, bicycle racks, public transit stops, traffic signals, and other features assisting the safe travel for all users, such as traffic circles, raised medians, dedicated transit lanes, and transit bump outs.

SECTION LINE ROADWAY

NETWORK



COMPLETE STREETS INFRASTRUCTURE

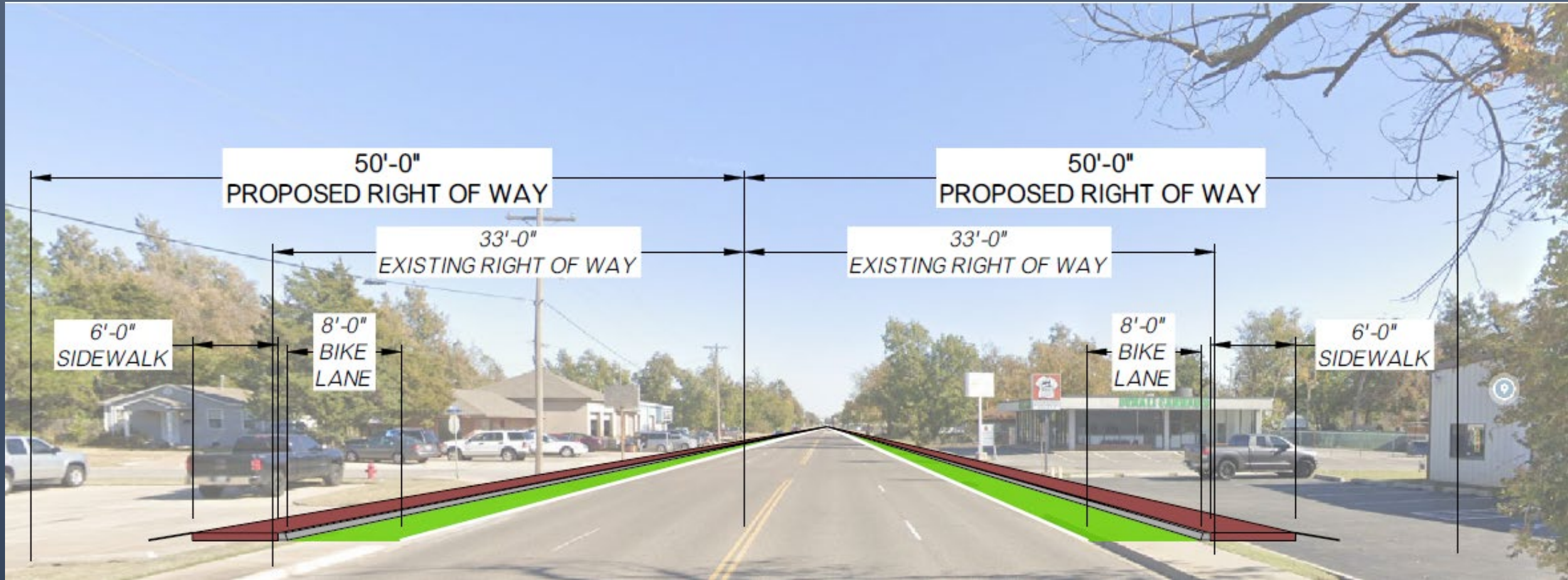
SECTION LINES



- Bike Lanes
- Sidewalks
- ADA Curb Ramps
- Pedestrian Signals
- Crosswalks
- Raised Medians
- Pedestrian Islands
- Traffic Signals
- Additional Right-of-Way
- Utility Conflicts

COMPLETE STREETS SECTION LINE ROAD

TYPICAL SECTION



COMPLETE STREETS SECTION LINE ROAD

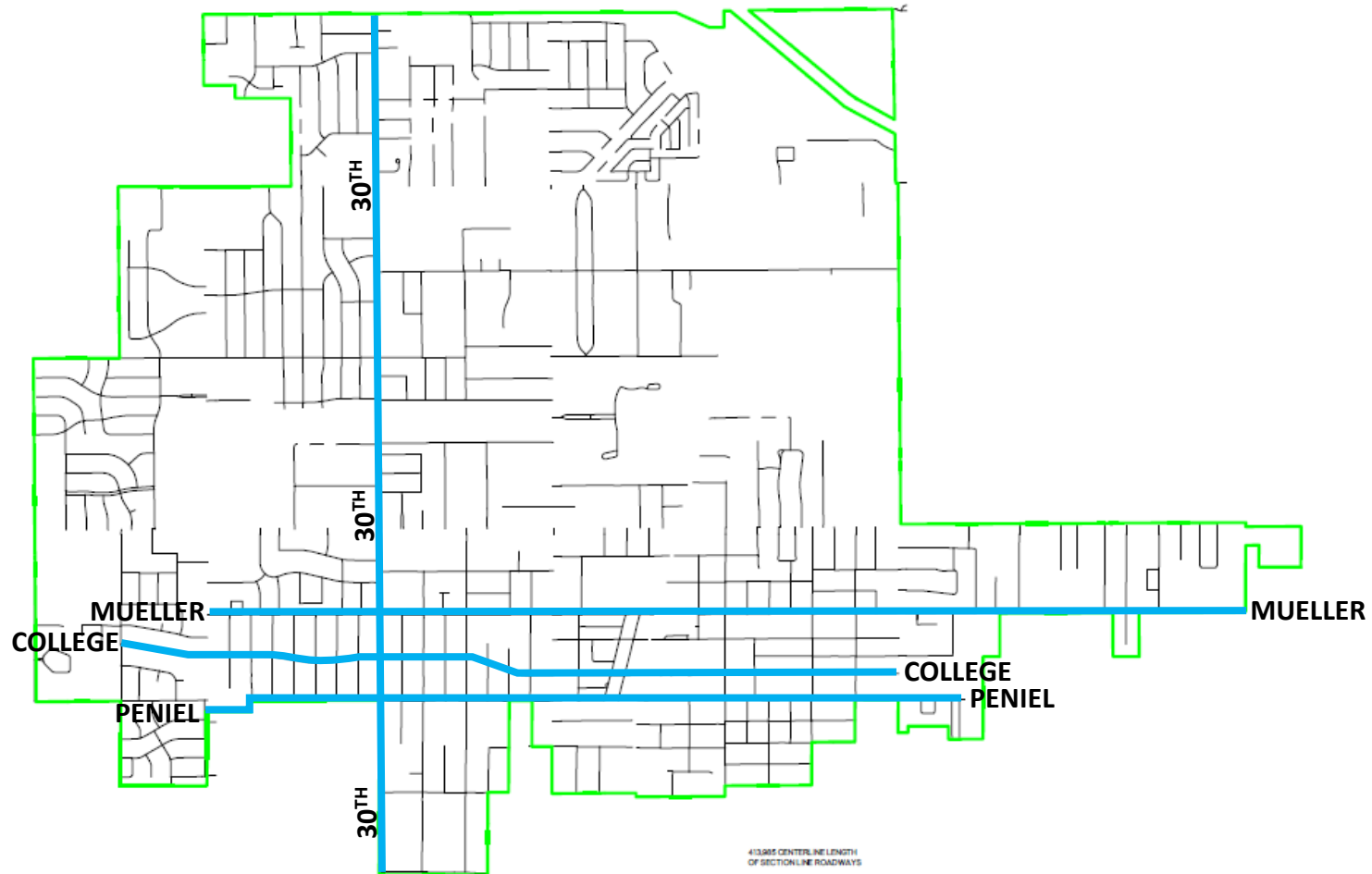
COST PER MILE



COST OPINION – SECTION LINE ROADS					
ITEM NUMBER	TITLE	QUANTITY	UNIT	UNIT PRICE	COST
1	ASPHALTIC CONCRETE (10 INCH)	9,388	SQUARE YARD	\$130.00	\$1,220,440
2	SIDEWALK WITH AGGREGATE BASE	7,040	SQUARE YARD	\$65.00	\$457,600
3	ADA RAMPS	100	SQUARE YARD	\$75.00	\$7,500
4	CONCRETE CURB AND GUTTER	10,560	LINEAR FOOT	\$25.00	\$264,000
5	DRIVEWAY (6 INCH)	480	SQUARE YARD	\$90.00	\$43,200
6	TRAFFIC PAINT (SHARROW)	42	EACH	\$300.00	\$12,600
7	TRAFFIC PAINT (WHITE)	10,560	LINEAR FOOT	\$1.50	\$15,840
8	TRAFFIC PAINT (GREEN)	240	GALLON	\$5.00	\$1,200
9	DRAINAGE IMPROVEMENTS	1	LUMP SUM	\$200,000.00	\$200,000
10	CURB AND GUTTER REMOVAL	10,560	LINEAR FOOT	\$15.00	\$158,400
11	SIDEWALK REMOVAL	7,040	SQUARE YARD	\$15.00	\$105,600
SUBTOTAL					\$2,486,380
20% CONTINGENCY					\$497,276
25% PRE-CONSTRUCTION SERVICES					\$745,914
	ESTIMATED RIGHT OF WAY	179,520	SQUARE FOOT	\$4.00	\$718,080
TOTAL					\$4,447,650

COMPLETE STREETS

COLLECTORS



413,885 CENTERLINE LENGTH
OF SECTIONLINE ROADWAYS



COMPLETE STREETS INFRASTRUCTURE

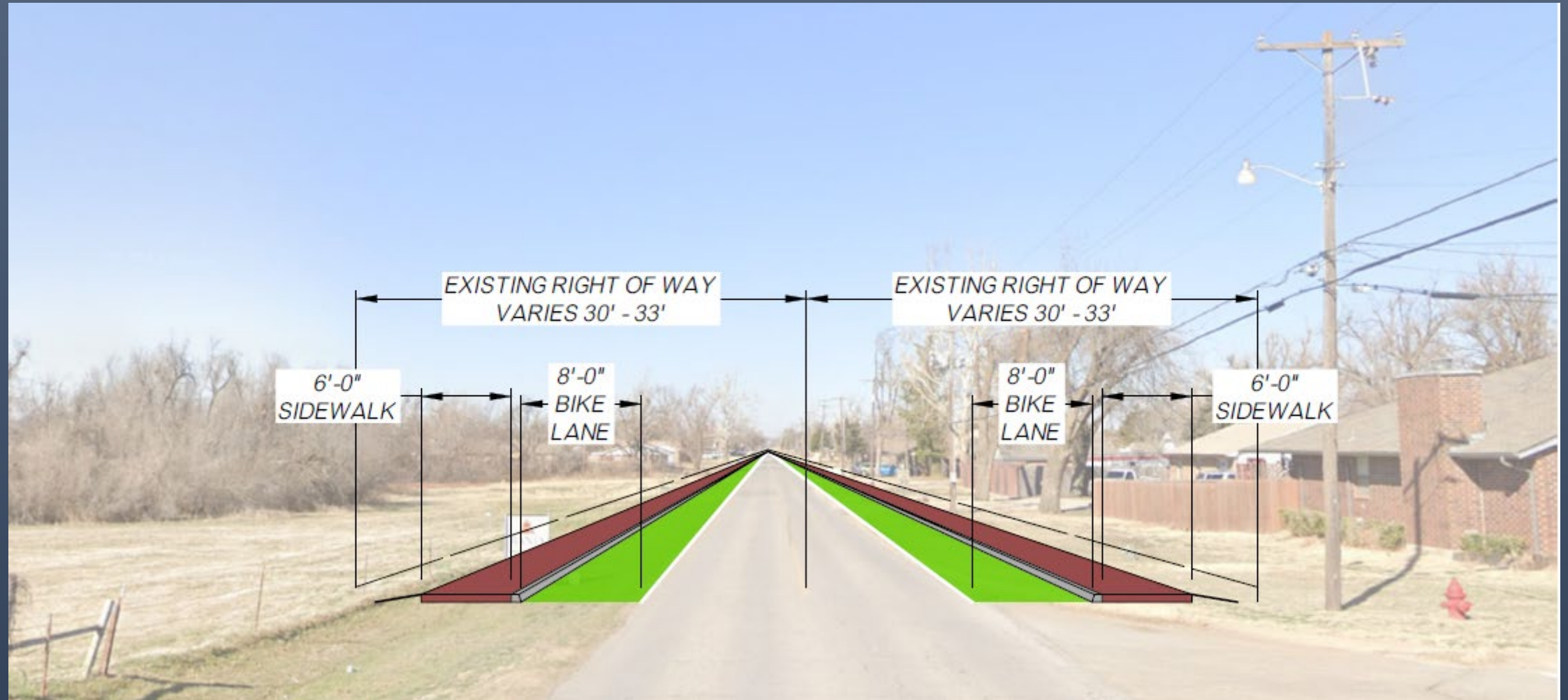
COLLECTORS



- Bike Lanes
- Sidewalks
- ADA Curb Ramps
- Additional Right-of-Way
- Utility Conflicts
- Drainage Improvements

COMPLETE STREETS COLLECTORS

TYPICAL SECTION



COMPLETE STREETS COLLECTORS

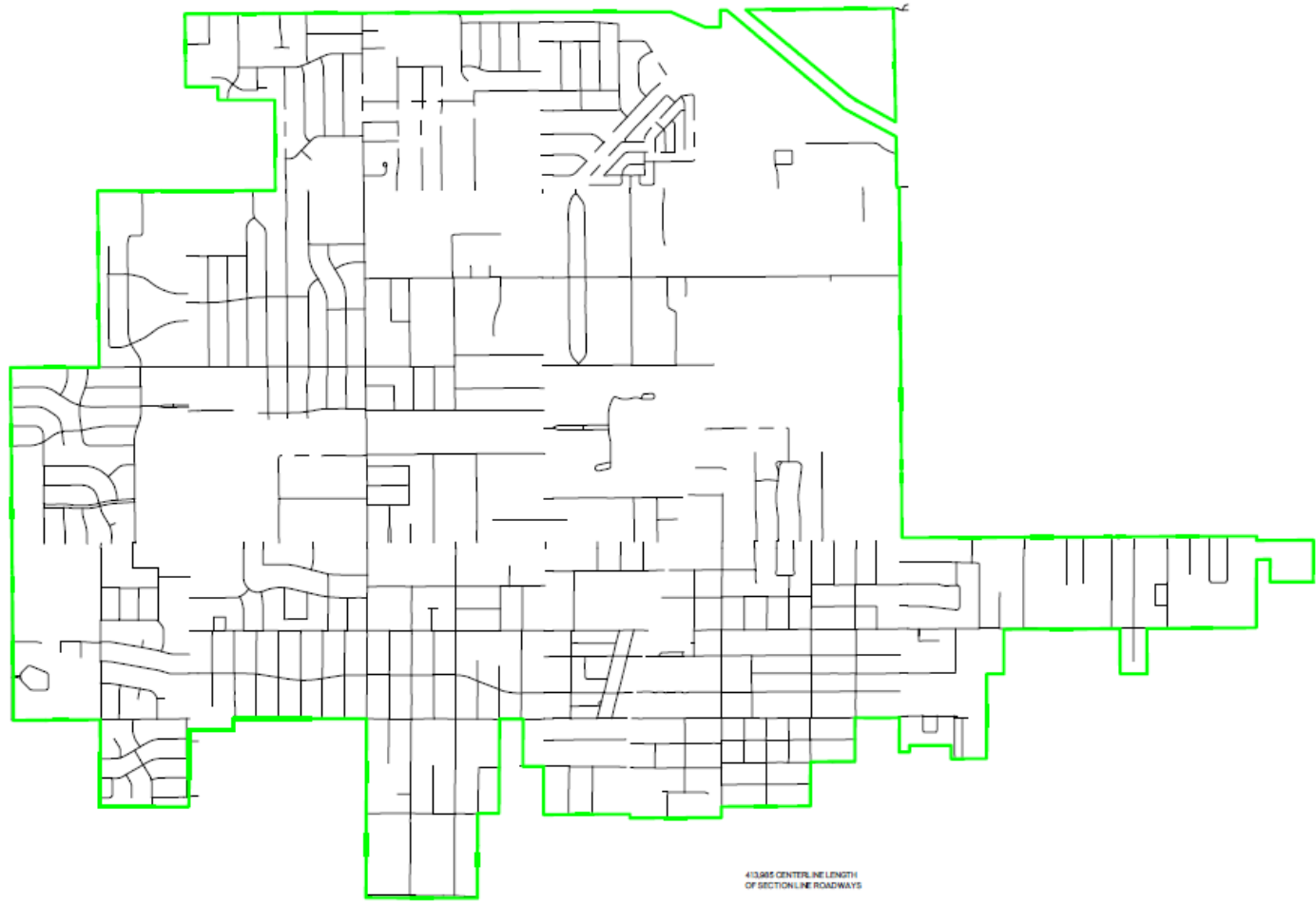
COST PER MILE



COST OPINION – COLLECTOR ROADS					
ITEM NUMBER	TITLE	QUANTITY	UNIT	UNIT PRICE	COST
1	ASPHALTIC CONCRETE (6INCH)	9,388	SQUARE YARD	\$100.00	\$938,800
2	SIDEWALK W/AGGREGATE BASE	7,040	SQUARE YARD	\$65.00	\$457,600
3	ADA RAMPS	100	SQUARE YARD	\$75.00	\$7,500
4	TRAFFIC PAINT (SHARROW)	42	EACH	\$300.00	\$12,600
5	TRAFFIC PAINT (WHITE)	10,560	LINEAR FEET	\$1.50	\$15,840
6	TRAFFIC PAINT (GREEN)	240	GALLON	\$5.00	\$1,200
7	DRIVEWAY (6 INCH)	480	SQUARE YARD	\$90.00	\$43,200
8	DRAINAGE IMPROVEMENTS	1	LUMP SUM	\$200,000.00	\$200,000
9	PAVEMENT/CURB & GUTTER REMOVAL	1,000	LINEAR FEET	\$15.00	\$15,000
10	SIDEWALK REMOVAL	2,000	SQUARE YARD	\$15.00	\$30,000
SUBTOTAL					\$1,721,740
20% CONTINGENCY					\$344,348
25% PRE-CONSTRUCTION SERVICES					\$516,522
	ESTIMATED RIGHT OF WAY	52,800	SQUARE FOOT	\$0.50	\$26,400
TOTAL					\$2,609,010

RESIDENTIAL ROADWAY

NETWORK



41385 CENTERLINE LENGTH OF SECTIONLINE ROADWAYS



COMPLETE STREETS INFRASTRUCTURE

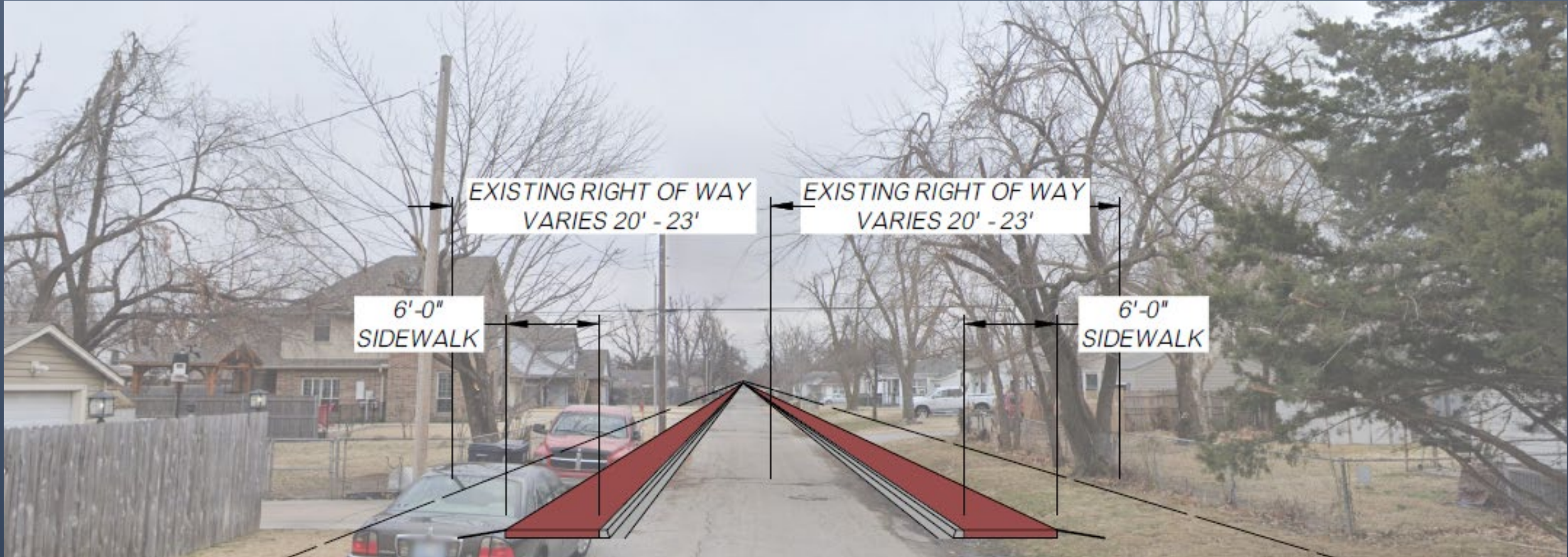
RESIDENTIAL



- Sidewalks
- Shared Use Paths
- Drainage Improvements
- Additional Right-of-Way
- Utility Conflicts

COMPLETE STREETS RESIDENTIAL ROADWAY

TYPICAL SECTION



COMPLETE STREETS RESIDENTIAL ROADWAY

COST PER MILE



COST OPINION – COLLECTOR ROADS

ITEM NUMBER	TITLE	QUANTITY	UNIT	UNIT PRICE	COST
1	SIDEWALK W/AGGREGATE BASE	7,040	SQUARE YARD	\$65.00	\$457,600
2	ADA RAMPS	100	SQUARE YARD	\$75.00	\$7,500
3	TRAFFIC PAINT (SHARROW)	42	EACH	\$300.00	\$12,600
4	DRIVEWAY REMOVAL	2,335	SQUARE YARD	\$20.00	\$46,700
5	DRAINAGE IMPROVEMENTS	1	LUMP SUM	\$200,000.00	\$200,000
SUBTOTAL					\$724,400
20% CONTINGENCY					\$144,880
25% PRE-CONSTRUCTION SERVICES					\$217,320
	ESTIMATED RIGHT OF WAY	26,400	SQUARE FOOT	\$0.50	\$13,200
TOTAL					\$1,099,800

COMPLETE STREETS

OPINION OF PROBABLE COSTS – CITY WIDE



- Section Line – 12 miles $12 \text{ miles} \times \$4,447,650 = \$53,371,800$
- Collectors – 9 miles $9 \text{ miles} \times \$2,609,010 = \$23,481,090$
- Residential – 69 miles $69 \text{ miles} \times \$1,099,800 = \$75,886,200$

The opinion of probable cost to include improvements to all street types to achieve an integrated transportation network that serves all categories of users is estimated at \$152,739,090. No improvements to the existing pavement is included in this estimated cost.

COMPLETE STREETS SUMMARY



- Elements of Complete Streets are being included in certain G.O. Bond street projects such as ADA ramps, pedestrian signals, and sidewalks to complete gaps for different modes of travel.
- Complete Streets establishes a goal for multimodal transportation throughout Bethany. Quickly implementing the program is cost prohibitive, however, prioritizing and implementing corridors as funds become available is recommended.

UPDATE



- Capital Improvement Plan to be provided in the 1st quarter of 2024.



CITY OF BETHANY

From: Phil Stowell, Public Works Director
Date: December 5, 2023
Subject: Approval to purchase new current model year Bobcat MT100 Mini Track Loader with 36” Dirt Bucket and cutting-edge attachment from Bobcat of Oklahoma City for \$31,316.34. State Contract Pricing.

BACKGROUND

The piece of equipment was approved in Capital Improvements portion of the 2023-24 budget. It will enhance the Park Department’s operations in clearing debris and moving dirt within the city’s parks and cemetery. The advantages of the MT100 are its maneuverability in close quarters, lower ground pressure (compared to tractors, back hoes and front end loaders) for reduced turf damage. The bucket size offers increased efficiency in moving substantial amounts of dirt and other materials.

Although this piece of equipment will be a Park Department asset it will be used by others such as the Street Department – abatement clean ups, removing debris from under bridges as well as probable use by the Utility Line Department to move material around a work zone.

RECOMMENDATION

1. Staff recommends approval to purchase a new Bobcat MT100 Mini Track Loader from Bobcat of Oklahoma City in the amount of \$31,316.34 State Contract Pricing.



ADDITIONAL COMMENTS

Bobcat MT100 Mini Track Loader





Product Quotation
 Quotation Number: **NC124496**
 Quote Sent Date: **Oct 05, 2023**
 Expiration Date: **Nov 04, 2023**

Your Bobcat Contact
Nolan Clark
 Phone:
 E-mail: nolan.clark@doosan.com

Your Customer Contact

Deliver to
CITY OF BETHANY 516341

Bobcat Dealer
Bobcat of Oklahoma City, Oklahoma
City, OK
 8800 N INTERSTATE 35 SERVICE RD
 OKLAHOMA CITY, OK, 73131
 DUSTY BRYANT

Bill To
CITY OF BETHANY 516341

Item Name	Item Number	Quantity	Price Each	Total
MT100 Mini Track Loader	M0115	1	29,560.20	29,560.20
Standard Equipment:				
25 HP Tier IV Diesel Engine			Lift Arm Support	
Auxiliary Hydraulics			Neutral Start Interlocks	
Attachment Interface Bob-Tach or CII (To accept approved attachments)			Parking Brake	
Built-In Tie Down & Crane/Lift Locations			ISO Pattern Joystick Travel Control	
Continuous Flow Shutoff Lever			Spark Arrestor Muffler	
Hydrostatic Drive Train			Tilt Lockout	
Counterweights - Includes (4) 30 pound weights			Tilt Steering	
Instrumentation:			Storage Cubby	
Hourmeter			Cup Holder	
Engine Temperature & Fuel Gauges			Tracks: Rubber, 7.1 inches Wide	
Voltmeter and Warning Lights			Machine Width 35.6 inches"	
Lift Arm Lockout With Manual Bypass				
Bob-Tach Interface (MT100)	M0115-R02-C01	1	0.00	0.00
36" Dirt Bucket	7117432	1	665.76	665.76
Bolt-On Cutting Edge, 36"	6729042	1	87.28	87.28
Total for MT100 Mini Track Loader				30,313.24
Quote Total - USD				30,313.24
Dealer P.D.I.				100.00
Freight Charges				725.00
Destination Charges				101.00
Dealer Assembly Charges				77.50
Quote Total - USD				31,316.74

Comment:

*Plus applicable taxes. IF Tax Exempt, please include Tax Exempt Certificate with the order.

*Prices per the NASPO Construction Equipment Master Agreement OK-SW-192.
<https://www.naspo.valuepoint.org/portfolio/construction-equipment-2018-2023/clark-equipment-company/>

State and Contract Number Summary:

AK - N2019CE0002
CA - 52000C
IA - OK-SW-192
KS - OK-SW-192
MO - CC190249002
NE - 15336
NM - 90-000-19-00068AA
OK - SW192
RI - OK-SW-192
SD - 17286
UT - PA3043
WI - 505ENT-O22-CONSTREQUIP-03.

*All orders should include 1) Accounts Payable Contact and email address, 2) W9 with correct legal entity name, and 3) Bill to Address.

*Orders may be placed with the contract holder or authorized dealer as allowed by the terms and conditions of the contract. *A Copy of all orders must be provided to Heather.Messmer@Doosan.com.

*Contact Holder Information: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078. TID# 38-0425350.

*Payment Terms: Net 60 Days. Credit cards accepted.

*Remittance address: Clark Equipment Company d/b/a Bobcat Company, P. O. Box 74007382, Chicago, IL 60674-7382

*Questions can be submitted via email to Jesse.Rheault@doosan.com or by phone at: 1-800-965-4232.

Customer Acceptance:	
Quotation Number: NC124496	Purchase Order: _____
Authorized Signature:	
Print: _____	Sign: _____
Date: _____	Email: _____
Addresses:	
Delivery Address: _____	
Billing Address (if different from ship to): _____	
Tax Exempt: Y <input type="checkbox"/> / N <input type="checkbox"/>	
Exempt in the State of: _____	
Tax Exempt ID:	

Federal: _____

State: _____

Expiration Date: _____



CONTRACT

State of Oklahoma

Dispatch via Print

Supplier 0000281099
 CLARK EQUIPMENT COMPANY
 250 EAST BEATON DR
 WEST FARGO ND 58078
 USA

Contract ID 0000000000000000000005296			Page 1 of 3	
Contract Dates 06/21/2018 to 10/09/2023	Currency USD	Rate Type CRRNT	Rate Date PO Date	
Description: SW0192-Construction Equipment			Contract Maximum 0.00	
Allow Open Item Reference				
TYPE: STATEWIDE				

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order		Maximum / Open	
			Qty	Amt	Qty	Amt
1	22101509 / Skid Steers Bobcat - Skid Steers (Models A770, S62, S64, S66, S70, S76, S450, S740, S770 and S850) at 30% Percentage Discount	EA	0.00	0.00	0.00	0.00
	Attachments and Accessories at 24% Percentage Discount. Options at 30% Percentage Discount, Trade-Ins Available					
	Multiple Unit Discount: 3% based on 6 Units purchased.					
	Contract Base Pricing		0.00000	EA	0001	
2	22101529 / Track Excavators Bobcat - Track Excavators (Models E10, E20, E26, E32, E35-25HP, E35-33HP, E42, E50, E55, E63, E85, E145 and E165) at 30% Percentage Discount	EA	0.00	0.00	0.00	0.00
	Doosan - Track Excavators (Models DX35-5, DX42-5, DX-0-5, DX85R-3, DX140LC-5, DX140LCR-5, DX170LC-5, DX180LC-5, DX225LC-5, DX235LCR-5, DX255LC-5, DX300LC-5, DX350LC-5, DX420LC-5, DX490LC-5, DX530LC-5) at 22% Percentage Discount.					
	For Bobcat Excavators Attachments and Accessories at 24% Percentage Discount. Options at 30% Percentage Discount, Trade-Ins Available					
	Multiple Unit Discount: 3% based on 6 Units purchased.					
	For Doosan Excavators Attachments and Accessories at 22% Percentage Discount. Options at 22% Percentage Discount, Trade-Ins Available					
	Multiple Unit Discount: 3% based on 6 Units purchased.					
	Contract Base Pricing		0.00000	EA	0001	
3	22101525 / Wheeled Excavators Doosan - Wheeled Excavators (Models DX140W-5, DX190W-5 and DX210W-5) at 22% Percentage Discount	EA	0.00	0.00	0.00	0.00
	Attachments and Accessories at 24% Percentage Discount. Options at 22% Percentage Discount, Trade-Ins Available					
	Multiple Unit Discount: 3% based on 6 Units purchased.					
	Contract Base Pricing		0.00000	EA	0001	

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

Authorized Signature <i>Robert Goad</i>



CONTRACT
State of Oklahoma

Dispatch via Print

Supplier 0000281099
 CLARK EQUIPMENT COMPANY
 250 EAST BEATON DR
 WEST FARGO ND 58078
 USA

Contract ID 000000000000000000005296			Page 2 of 3	
Contract Dates 06/21/2018 to 10/09/2023	Currency USD	Rate Type CRRNT	Rate Date PO Date	
Description: SW0192-Construction Equipment			Contract Maximum 0.00	
Allow Open Item Reference				
TYPE: STATEWIDE				

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
4	25101507 / Site Dumpers Bobcat - Toolcat Utility Work Machines (Models 5600 and 5610) at 20% Percentage Discount Bobcat - Site Dumpers (Models L23 Articulating Loader & L28 Articulating Loader) at 22% Percentage Discount Attachments and Accessories at 24% Percentage Discount. Options at 20% Percentage Discount, Trade-Ins Available Multiple Unit Discount: 3% based on 6 Units purchased. Doosan - Site Dumper (Models DA30 and DA40) at 22% Percentage Discount Attachments and Accessories at 22% Percentage Discount. Options at 22% Percentage Discount, Trade-Ins Available Multiple Unit Discount: 3% based on 6 Units purchased.	EA	0.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0001
5	22101532 / Track Loaders Bobcat - Track Loaders (Models T62, T64, T66, T76, T450, T550, T740, T750, T770 and T870) at 30% Percentage Discount Bobcat - Track Loaders (Models MT55, MT85 and MT100) at 20% Percentage Discount Attachments and Accessories at 24% Percentage Discount. Options at 30% and 20% for MT LinePercentage Discount, Trade-Ins Available Multiple Unit Discount: 3% based on 6 Units purchased.	EA	0.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0001
6	25101601 / Telehandlers Bobcat - Telehandlers (Models V519, V723 and V923) at 24% Percentage Discount Attachments and Accessories at 24% Percentage Discount. Options at 24% Percentage Discount, Trade-Ins Available Multiple Unit Discount: 3% based on 6 Units purchased.	EA	0.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0001

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 Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature



CONTRACT

State of Oklahoma

Dispatch via Print

Supplier 0000281099
 CLARK EQUIPMENT COMPANY
 250 EAST BEATON DR
 WEST FARGO ND 58078
 USA

Contract ID 0000000000000000000000005296			Page 3 of 3	
Contract Dates 06/21/2018 to 10/09/2023		Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW0192-Construction Equipment			Contract Maximum 0.00	
Allow Open Item Reference				
TYPE: STATEWIDE				

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order		Maximum / Open	
			Qty	Amt	Qty	Amt
7	22101528 / Wheel Loaders Doosan - Wheel Loaders (Models DL200-5, DL200TC-5, DL220-5, DL250-5, DL250TC-5, DL280-5, DL300-5, DL350-5, DL420-5, DL450-5, DL550-5 and DL580-5) at 22% Percentage Discount	EA	0.00	0.00	0.00	0.00

Attachments and Accessories at 22% Percentage Discount.
 Options at 22% Percentage Discount, Trade-Ins Available

Multiple Unit Discount:
 3% based on 6 Units purchased.

Contract Base Pricing 0.00000 EA 0001

COMMENTS:

Clark Equipment Company (Bobcat and Doosan brands)
 Clark Equipment Point of Contact: Randy Fuss
 Point of Contact Email: Randy.Fuss@doosan.com
 Point of Contact Phone Number: 701.241.8746

Contract Period: 07/10/2023 - 10/09/2023
 Agreement Period: 06/04/2018 - 10/09/2023

Award based on OMES Solicitation OK-SW-192, where Oklahoma is the lead state for a NASPO ValuePoint Contract.

4/1/2019-Clark (Bobcat & Doosan) renewal period - 04/11/2019 - 04/10/2020. - J McCaulla.
 4/1/2020-Clark (Bobcat & Doosan) renewal period - 04/11/2020 - 04/10/2021. - J McCaulla.
 4/1/2021-Clark (Bobcat & Doosan) renewal period - 04/11/2021 - 04/10/2022. - J McCaulla.
 3/10/22 - Clark (Bobcat & Doosan) renewal period - 04/11/2022 - 04/10/2023 - LBradley
 2/28/23 - Clark (Bobcat & Doosan) renewal period - 04/11/2023 - 07/10/2023 - LBradley

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

Authorized Signature

PS 5296

Final Audit Report

2023-06-20

Created:	2023-06-20
By:	Ty Welch (ty.welch@omes.ok.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAaF7LrJcMBg4FUrdIWRbWp4W-VapG0MMA

"PS 5296" History

-  Document created by Ty Welch (ty.welch@omes.ok.gov)
2023-06-20 - 4:09:31 PM GMT- IP address: 165.225.36.108
-  Document emailed to ROBERT GOAD (robert.goad@omes.ok.gov) for signature
2023-06-20 - 4:09:46 PM GMT
-  Document e-signed by ROBERT GOAD (robert.goad@omes.ok.gov)
Signature Date: 2023-06-20 - 5:40:06 PM GMT - Time Source: server- IP address: 165.225.216.122
-  Agreement completed.
2023-06-20 - 5:40:06 PM GMT

Comparison Pricing:

Central Purchasing Division of x outdoorpower.com x Bobcat MT100 For Sale Special x

outdoorpower.com/products/bobcat-mt100-for-sale-bobcat-mini-track-loader?variant=4286481438741¤cy=USD&utm_medium=product_sync&utm_source=google&utm_content=sag.organic&utm_campaign=sag.organic&utm_id=A...

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SHOP EQUIPMENT & PARTS SCHEDULE A SERVICE FINANCING GET DIRECTIONS ABOUT US MORE

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Bobcat MT100 For Sale Bobcat Mini Track Loader

\$42,999*


Shipping available at checkout

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Product Name: Bobcat MT100 Mini Track Loader

Bobcat MT100 mini track loader

Product Description: The Bobcat MT100 mini track loader is a versatile machine that can be used for a variety of tasks, including:

- Loading and unloading materials
- Moving dirt and debris
- Digging trenches and holes
- Clearing snow and ice

\$42,999

Central Purchasing Division of x BOBCAT MT100 Wide Track M... x BOBCAT MT100 Wide Track M... x

faysoutdoor.com/products/bobcat-mt100-wide-track-mini-track-loader/?srsltid=AfmBOopRYGpK8_vZj3PMM_xR1XUj5uJL6cYRAIVQZ_1663TwaZ-Q...

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FAYS OUTDOOR HOME INVENTORY SERVICES PARTS COMPANY INFO CONTACT (219) 362-1491 \$0.00 Map Us

Home / Loaders / Mini Track Loaders / BOBCAT MT100 Wide Track Mini Track Loader

BOBCAT MT100 Wide Track Mini Track Loader

Share Print Questions?

Make **Bobcat**

Model **MT100**

Condition **New**

Horsepower **100**

Fuel **Diesel**

Year **2022**

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\$39,862.00

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\$39,862

BETHANY CITY COUNCIL

From: Ray Jones, City Attorney
Date: November 30, 2023
Subject: Oklahoma Municipal Retirement Fund (OkMRF) Joinder Agreement Amendment

BACKGROUND:

The City Manager was evaluated on November 21, 2023. At that time changes were agreed to be made to the City Managers Retirement Defined Benefit (DB) Plan. The following language amendment was provided by OkMRF and will need to be added to the plan:

Any Participant in the position of City Manager for the City of Bethany as of December 5, 2023, for the purposes of calculating benefits under Section 5.1 of the Plan, no early retirement reduction shall apply.

RECOMMENDATION

1. Approve the Ordinance and Joinder Agreement as presented.

ADDITIONAL COMMENTS



AN ORDINANCE OF THE CITY OF BETHANY, OKLAHOMA

ORDINANCE NO. 2050

AN ORDINANCE AMENDING THE EMPLOYEE RETIREMENT SYSTEM, DEFINED BENEFIT PLAN FOR THE CITY OF BETHANY, OKLAHOMA; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF THE CITY OF BETHANY, OKLAHOMA; PERTAINING TO THE DETERMINATION OF SERVICE FOR CITY MANAGER; PROVIDING FOR REPEALER AND SEVERABILITY;

BE IT ORDAINED BY CITY COUNCIL OF THE CITY OF BETHANY, OKLAHOMA.

Section 1. AMENDATORY. The Employee Retirement System, Defined Benefit Plan, of the City of Bethany, Oklahoma, is hereby amended as reflected on the attached Exhibit "A", which is incorporated herein and adopted by reference. These amendments shall become effective on **January 5, 2024**.

Section 2. EXECUTION AUTHORIZATION. The City Clerk and Mayor be and they are hereby authorized and directed to execute the amended Retirement System Plan documents and to do all the other acts necessary to put said amendment into effect and to maintain IRS qualification of the Plan. The executed amended document attached hereto as Exhibit "A" is hereby ratified and confirmed in all respects.

Section 3. SEVERABILITY. If, regardless of cause, any section, subsection, paragraph, sentence, or clause of this ordinance, including the System as set forth in Exhibit "A" is held invalid or to be unconstitutional, the remaining sections, subsections, paragraphs, sentences, or clauses shall continue in full force and effect and shall be construed thereafter as being the entire provisions of this ordinance.

Section 4. REPEALER. Any ordinance inconsistent with the terms and provisions of this ordinance is hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

END

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

City of Bethany

ATTEST:

MAYOR

CITY CLERK

Approved as to form and legality on _____, _____.

CITY ATTORNEY

**OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED BENEFIT PLAN
JOINDER AGREEMENT**

City of Bethany [a municipality chartered, incorporated or formed under the laws of Oklahoma], a city, town, agency, instrumentality, or public trust located in the State of Oklahoma, with its principal office at Bethany, Oklahoma, hereby establishes a Defined Benefit Plan to be known as City of Bethany Plan (the “Plan”) in the form of The Oklahoma Municipal Retirement Fund Master Defined Benefit Plan.

Except as otherwise provided herein, the definitions in Article II of the Plan apply.

1. Dates.

- This instrument is a new Plan effective ___ [such date may not be earlier than the first day of the Plan Year in which it is executed].
- This instrument is an amendment, restatement and continuation of the Previous Plan, which was originally July 1, 1966. The effective date of this Joinder Agreement is **January 5, 2024** [such date may not be earlier than the first day of the Plan Year beginning in 2008, or the first day of the initial Plan Year, if later], except as otherwise stated in the Plan and the Joinder Agreement.

2. Employee.

The word “Employee” shall mean:

- Any person other than a Leased Employee who, on or after the Effective Date, is considered to be a regular full-time employee in accordance with the Employer’s standard personnel policies and practices, and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.
- Any person other than a Leased Employee who, on or after the Effective Date, is considered to be a regular employee in accordance with the Employer’s standard personnel policies and practices (including part-time, seasonal and temporary employees), and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.
- Any person who, on or after the Effective Date, is an employee of the Employer and holds the position of:
- City Manager, City or Town Administrator, President, Chief Executive Officer, General Manager, or District Manager, as applicable.
 - Assistant City Manager
 - Chief of Police
 - Fire Chief
 - Department Head or Department Manager
 - Finance Director or Chief Financial Officer
 - General Counsel or Municipal Attorney
 - Municipal Judge
- in the position of Municipal Judge on or after April 1, 2006. (specify position) [do not specify the name of the individual or a finite group unless the Plan otherwise provides continuing eligibility to a specified position or group]

The word "Employee" shall **not** include:

- Any person who is currently accruing benefits under any other state or local retirement system.
- Any person in the following position and who is covered under another retirement program of system approved by the City:
 - City Manager, City or Town Administrator, President, Chief Executive Officer, General Manager, or District Manager, as applicable.
 - Assistant City Manager
 - Chief of Police
 - Fire Chief
 - Department Head or Department Manager
 - Finance Director or Chief Financial Officer
 - General Counsel or Municipal Attorney
 - Municipal Judge
 - (specify position) [do not specify the name of the individual or a finite group unless the Plan otherwise provides continuing eligibility to a specified position or group]
- Any person who is in the position of City Attorney on or after October 1, 2019.

3. Eligibility.

Eligible Employees shall commence participation in the Plan: (Select only one)

- month(s) (any number of months up to twelve consecutive) after the Employee's Employment Commencement Date or the date the individual meets the definition of Employee in Section 2 hereof, provided that the individual has met the definition of Employee in Section 2 hereof throughout such period.
- On the Employee's Employment Commencement Date.

4. Definition of Compensation.

Compensation shall exclude the item(s) listed below:

- No exclusions.
- Overtime pay.
- Bonuses.
- Commissions.
- Longevity pay.
- Severance pay.
- Accrued vacation or sick leave paid upon termination of employment and moving expenses.
- Fringe benefits, expense reimbursements, deferred compensation and welfare benefits.
- Other: [must be definitely determinable]

5. Average Monthly Compensation.

The considered period for purposes of the definition of "Average Monthly Compensation" in Section 2.1 of the Plan is:

- sixty (60) consecutive months.
- thirty-six (36) consecutive months.

6. The Employer hereby elects the following Plan design:

- Mandatory Contribution Option.** A Participant shall be required to contribute to the Plan for each Plan Year the percentage of his Compensation (“Mandatory Contributions”) required by the Plan in Section 8 of this Joinder Agreement. Mandatory Contributions shall be made by payroll deductions. A Participant shall authorize such deductions in writing on forms approved by, and filed with, the Committee.

If the Participant’s Mandatory Contributions pursuant to the preceding paragraph are to be taxed deferred:

- Pick Up Option.** The Employer hereby elects to have the provisions of Section 3.4 of the Plan apply. The Employer shall pick up and pay the percentage of each Participant’s Compensation required to be contributed as of **October 1, 1989** [insert date] in lieu of contributions by the Participant. No Participant shall have the option of receiving the contributed amounts directly as Compensation.

- Non-Contributory Option.** Participants shall not be required nor permitted to contribute to the Plan.

7. A. Payment Options. The Employer hereby elects the following minimum number of payments for employees eligible to receive benefits under Article IV of the Plan:

- Sixty (60) monthly payments.
 One hundred and twenty (120) monthly payments.

B. Plan Options. The Employer hereby elects the following plan designation and percentage used in calculating benefits under Section 5.1 of the Plan.

- Plan AAA – 3.00% with no maximum Years of Service
 Plan AAA – 3.00% recognizing a maximum of 22 Years of Service
 Plan AA 2.625%
 Plan BB 2.25%
 Plan CC 1.875%
 Plan A 1.50%
 Plan B 1.125%
 Plan C .75%

C. Normal Retirement Age. Normal retirement age shall be:

- Age 65
 The earlier of (i) and (ii) as follows:
(i) age 65
(ii) the later of age 62 and the age at which the Participant has completed 30 Years of Service.

Examples: An employee hired at age 20 who worked for 30 years and terminated at age 50 would be entitled to unreduced payments at age 62.

An employee hired at age 30 who worked for 25 years and terminated at age 55 would be entitled to unreduced payments at age 65.

- Modified Rule of 80:
The earlier of (i) and (ii) as follows:
(i) age 65
(ii) the later of age 55 and the age at which the sum of the Participant’s age in completed years and the participant’s number of completed Years of Service total 80 or greater. To be eligible, the Participant’s age plus Years of Service must be at least 80 prior to termination of employment (or, after termination of employment in the case of a Participant who transfers to another Municipality in accordance with Section 8.1(b) of the Plan)

Examples: 1. An employee hired at age 30 who worked for 25 years and terminated at age 55 would be entitled to unreduced payments immediately. Age 55 plus 25 years equals 80.

2. An employee hired at age 20 who worked for 30 years and terminated at age 50 would be entitled to unreduced payments at age 55. The employee has age plus Years of Service points at age 50 but the minimum age for payment is 55.

3. An employee hired at age 25 who worked for 25 years and terminated at age 50 would be entitled to unreduced payments at age 65. Age 50 plus 25 years is less than 80, so the Normal Retirement Age is 65.

D. Vesting Options. The Employer hereby elects the following vesting option to determine an Employee's eligibility to receive retirement benefits.

- Ten Year Cliff Vesting Schedule
- Seven Year Cliff Vesting Schedule
- Five Year Cliff Vesting Schedule

E. Service Credit Prior to Effective Date. The Employer hereby elects to include the following limitation of service prior to the effective date.

- No limitation
 - For all purposes under the Plan
 - With respect to Service for purposes of vesting and attainment of Normal Retirement Age
- Service credit prior to the effective date shall not exceed years
 - For all purposes under the Plan
 - With respect to Service for purposes of benefit accruals.

F. Service Buyback. The Employer hereby elects

- No service buyback pursuant to Section 10.11 of the Plan
- The service buyback provisions of Section 10.11 of the Plan.

G. Service for Worker's Compensation Period. If a Participant is on an Authorized Leave of Absence and is receiving worker's compensation during such Authorized Leave of Absence, such Participant shall be credited with Service for such period for purposes of vesting only and not for purposes of benefits, but no Employee contributions shall be made with respect to the Participant for such period.

- shall not be credited with Service for such period.

H. Determination of Service for City Inspector. Any Participant in the position of City Inspector for the City of Bethany as of February 1, 2010 shall be 100% immediate vested for purposes of calculating benefits under Section 5.1 of the Plan.

I. Determination of Service for City Manger. Any Participant in the position of City Manager for the City of Bethany as of December 5, 2023 for the purposes of calculating benefits under Section 5.1 of the Plan, no early retirement reduction shall apply.

8. Contributions by Participants.

If Participants are required to contribute to the cost of providing benefits under this Plan, such contributions shall be based on the plan designation selected in Section 7B above and shall apply to pay periods commencing on and after **July 1, 2020**.

- a. The Participant contribution formula in Section 3.3 of the Plan shall use the following percentage for the Plan Option selected in Section 7B of this Joinder Agreement:
 - Plan AAA – 6.00%
 - Plan AA - 5.25%
 - Plan BB - 4.50%
 - Plan CC - 3.75%
 - Plan A – 3.00%
 - Plan B - 2.25%
 - Plan C - 1.50%
- b. The contribution formula shall be % [insert number between 0 and twelve] of compensation.
- c. The contribution as annually determined each year shall be shared by the Participant and Employer as follows: Employee portion % Employer portion %

(Participant plus Employer percentages must total 100%.)

The contribution will be actuarially determined based on Plan assets and liabilities as of January 1 of each year as a percent of payroll, which will then be shared between the Employer and Participant as noted above. These contribution rates will be in effect from July 1 of that year until June 30 of the subsequent year.

9. Cost-of-Living Option.

For purposes of adjusting retiree and beneficiary pensions, the Employer hereby elects the following:

No Cost-of-Living Option on Future Service Benefits effective June 30, 2013.

"Future Service Benefits" refer to pension benefits accruals after June 30, 2013.

Cost-of-Living Option. This election applies to Sections 5.1 (Normal Pension), 5.2 (Early Pension), 5.3 (Disability Pension), 5.4 (Deferred Vested Pension), 6.2 (Death Prior to Commencement of Pension), 6.3(a) and 6.3(b) (Death After Commencement of Pension), and 6.4 (Spouse's Pension) and provides annual benefit increases of the smaller of three percent (3%) or the percentage change in the Consumer Price Index.

The effective date of the Cost-Of-Living Option shall be July 1, 1973 (the original date that the Employer elected the Cost-of-Living Option) through June 30, 2013 and shall apply for benefit accruals earned through June 30, 2013, the original date that the Employer elected the Cost-Of-Living Option.

10. Retiree Plan Improvement Option.

Benefits payable to or on behalf of a former Employee under Article V, Article VI, or Article VII of the Plan, which are due or in the course of payment on or after the Effective Date of this Joinder Agreement, shall

be increased according to the Plan Option elected herein. Such increased benefits shall be reflected in any periodic payments due or paid on or after the Effective Date of the Joinder Agreement. It is not intended for this change to be retroactive and any periodic payments due prior to such date shall not be affected.

be increased by % effective . Such increased benefits shall be reflected in any periodic payments due or paid after such date. It is not intended for this change to be retroactive and any periodic payments due prior to such date shall not be affected.

not be increased unless such former Employee is subject to Section 10.9 or 10.10 of the Plan, but shall continue to be paid under the terms of the Previous Plan.

11. Limitations on Optional Benefit Forms.

Section 7.2 of the Plan provides for a lump sum payment form, an installment payment form that would be payable over a fixed number of years (at which time all payments would cease), or the purchase of an insured annuity. The Employer hereby elects the following:

Optional benefit forms under Section 7.2 of the Plan will not be permitted.

Optional benefit forms under Section 7.2 of the Plan will be permitted, subject to Retirement Committee approval for any such elections by a Participant, subject to the following limitation(s):

None

(The above election has no effect on the joint and survivor optional benefit forms under Section 7.1).

12. Defined Contribution Option.

Not applicable. - as of July 1, 2020. (All prior balances under the Defined Contribution Option will remain in place as described below, but no additional employee contributions will be added as of July 1, 2020.)

Participant shall be entitled to the benefit under this option, in addition to the benefit determined according to Section 7B.

An account shall be created for each active Participant as of the effective date of the option. The beginning balance of the account shall be the Participant's Contribution Accumulation. The account shall be credited with:

- (1) Mandatory Contributions made by the Participant after the effective date of the option; and
- (2) Investment earnings at same rate as earned by the Oklahoma Municipal Retirement Fund (OMRF) Defined Benefit Fund.

As soon as administratively possible after termination of employment or death, the administrator shall pay the Participant or Beneficiary if applicable, the account balance as requested. The Participant may elect to receive the benefit in any of the Benefit options permitted under the plan. The benefit shall be the Actuarial Equivalent of the account balance at the time the benefit commences.

This option shall be effective **July 1, 1994** [include the earlier of the date this Option was originally adopted in a Joinder Agreement or the date of adoption in the current Plan Year].

13. The Employer has consulted with and been advised by its attorney concerning the meaning of the provisions of the Plan and the effect of entry into the Plan.

IN WITNESS WHEREOF the City of Bethany has caused its corporate seal to be affixed hereto and this instrument to be duly executed in its name and behalf by its duly authorized officers this _____ day of _____, _____.

City of Bethany

By: _____

Attest:

Title: _____

Title: _____

(SEAL)

The foregoing Joinder Agreement is hereby approved by the Oklahoma Municipal Retirement Fund this _____ day of _____, _____.

OKLAHOMA MUNICIPAL RETIREMENT FUND

By: _____

Title: _____

Attest:

Secretary

(SEAL)

Required Disclosures. This Joinder Agreement is to be used only with the Oklahoma Municipal Retirement Fund Master Defined Benefit Plan. Failure to properly complete this Joinder Agreement may result in failure of the Plan to qualify under Code Section 401(a). In accordance with IRS Rev. Proc. 2011-49, the Volume Submitter Practitioner who has obtained Internal Revenue Service approval of the Oklahoma Municipal Retirement Fund Master Defined Benefit Plan has authority under the Plan document to amend the Plan on behalf of adopting employers for certain changes in the Code, regulations, revenue rulings, other statements published by the Internal Revenue Service, including model, sample or other required good faith amendments. The Volume Submitter Practitioner will inform adopting employers of any such amendments or of the discontinuance or abandonment of the volume submitter plan document. The name, address and telephone number of the Volume Submitter Practitioner are: McAfee & Taft A Professional Corporation, 10th Floor, Two Leadership Square, 211 N. Robinson, Oklahoma City, OK 73102, telephone (405) 552-2231. Any inquiries by the adopting employer regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the Internal Revenue Service advisory letter on the volume submitter plan may be directed to the Volume Submitter Practitioner.

NOTICE: On, Thursday November 16, 2023, at or before 4:59 p.m., agenda was posted at the front doors of City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: cityofbethany.org. The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

BETHANY PUBLIC WORKS AUTHORITY MEETING

BETHANY CITY HALL

TUESDAY, NOVEMBER 21, 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
	Marilyn McPhail	Trustee
MEMBERS ABSENT:	None	
OTHERS PRESENT:	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	Amanda McCellon	Community Dev. Director
	Beth Burke	211 Heartline
	(See Roster)	

Chairman Lloyd called the Bethany Public Works Authority meeting to order at 8:39 P.M.

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

- A. APPROVAL OF MINUTES FROM NOVEMBER 7, 2023, REGULAR MEETING.**
- B. APPROVAL OF MINUTES FROM NOVEMBER 7, 2023, SPECIAL CALLED MEETING.**
- C. APPROVAL OF CLAIMS: THESE CLAIMS HAVE BEEN FOUND TO BE IN ORDER BY STAFF AND PROPER AS TO FORM AND PROCEDURE AND ARE RECOMMENDED FOR PAYMENT. A COPY OF THE CLAIMS.**

Motion was made by Trustee Larsen, seconded by Trustee Magirowsky to approve the Consent Docket. Yes Votes: Larsen, Palmer, Magirowsky, Powell, Lloyd, Smart, Plank, Knapp, McPhail. 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 DECEMBER 5, 2023**.

Chairman Lloyd adjourned the Bethany Public Works meeting at 8:40 P.M. until December 5, 2023.

CHAIRMAN

SECRETARY

BETHANY PUBLIC WORKS AUTHORITY

From: Michael Vaughn, Finance Director
Date: November 30, 2023
Subject: Claims List for the 12/05/2023 Bethany Public Works Authority Meeting

BETHANY PUBLIC WORKS AUTHORITY

FUND	AMOUNT
Bethany Public Works Authority	\$249,504.38
TOTAL	\$249,504.38

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$373,573.22
Bethany Public Works Authority	\$249,504.38
Bethany Hospital Trust	\$0.00
Bethany Development Authority	\$0.00
TOTAL	\$623,077.60

RECOMMENDATION

1. Approve the claims as presented.



FUND: 056- BETHANY PUBLIC WORKS AUTH

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A		NON-DEPARTMENTAL				
24-49228	10-005216	PERDUE BRANDON FIELDER	COLLAD DEBT COLLECTION	11/2023	IVC00076367	170.99
24-48140	10-3436	BANCFIRST	AUG 2013 BOND	11/2023	DEC. 2023	78,333.33
DEPARTMENT TOTAL:						78,504.32
DEPARTMENT: 02.0		FINANCE				
24-49041	10-005350	FORCE PERSONNEL	METER READER	11/2023	76236	966.00
24-49155	10-005373	CARD SERVICES/PI	BANKER BOX, TONER, CORD	11/2023	20231102	137.77
24-48310	10-005702	TPS TECHNICAL PROGRAMMING	UTILITY BILLING SVC	11/2023	116016	2,591.67
24-49173	10-1622	WESTLAKE ACE HARDWARE	LIGHT BULB DRIVE THRU	11/2023	3503818	9.99
DEPARTMENT TOTAL:						3,705.43
DEPARTMENT: 08.1		PUBLIC WORKS - ADMIN				
24-49031	10-005156	COX COMMUNICATIONS INC.	PHONES, INTERNET	11/2023	20231031	454.53
24-48924	10-3042	ACCURATE ENVIRONMENTAL	VOC 7&10 & BAC T	11/2023	FJ26061	736.00
DEPARTMENT TOTAL:						1,190.53
DEPARTMENT: 08.3		PUBLIC WORKS - SANIT				
24-48973	10-005350	FORCE PERSONNEL	TEMP HELP	11/2023	76212	2,581.05
24-48769	10-005373	CARD SERVICES/PI	SUPPLIES FOR ASST DEPTMEN	11/2023	0231430	52.98
24-49153	10-005373	CARD SERVICES/PI	9 RUBBER/STEELWORK BOOTS	11/2023	5070633	796.91
24-49175	10-005373	CARD SERVICES/PI	HEAVY EXTENSION CORDS	11/2023	9527412	185.42
24-48267	10-006081	CH&W COMMERCIAL TIRE, LLC	60 RECAPS & DIS/REMOUNT	11/2023	3-GS30089	1,714.00
24-49182	10-0202	WASTE CONNECTIONS, INC	OCTOBER 2023 BIG TRASH	11/2023	3065396V013	57,287.16
24-48993	10-0668	HAYES ELECTRIC	FPE PANE & SIX PLUGS	11/2023	981520	2,910.73
24-49201	10-1261	RED ROCK PETRO	UNLEAD & DIESEL	11/2023	1477941	4,599.53
24-48951	10-4010	HARD HAT SAFETY & GLOVE	PPE SAFETY VEST MULT DEPT	11/2023	0066396	240.00
24-49140	10-4010	HARD HAT SAFETY & GLOVE	GLOVES & SAFETY GLASSES	11/2023	0066395	186.00
24-49017	10-4012	WASTE CONNECTIONS, INC	2ND QUARTER LANDFILL FEES	11/2023	30594	24,186.41
24-49019	10-4208	OKLAHOMA CITY TREASURY	2ND QUARTER HH HAZARDOUS	11/2023	101023	948.00
DEPARTMENT TOTAL:						95,688.19

FUND: 056- BETHANY PUBLIC WORKS AUTH

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08.4 PUBLIC WORKS - MAINT						
24-49106	10-0225	GENUINE PARTS	MILWAUKEE TOOL INPACT	11/2023	7092-045682	711.78
24-49201	10-1261	RED ROCK PETRO	UNLEAD & DIESEL	11/2023	1477941	434.31
DEPARTMENT TOTAL:						1,146.09
DEPARTMENT: 12.0 UTILITY - WATER PLANT						
24-49031	10-005156	COX COMMUNICATIONS INC.	PHONES, INTERNET	11/2023	20231031	631.51
24-49146	10-005373	CARD SERVICES/PI	BEAKER, TAPE, SWABS, WIPES	11/2023	3690648	233.09
24-49150	10-005373	CARD SERVICES/PI	5 RUBBER/STEEL WORK BOOTS	11/2023	8036267	354.96
24-49040	10-005659	GATEHOUSE OKLAHOMAN	SLUDGE REMOVAL BID	11/2023	0005956777	36.60
24-49159	10-0091	BRENNTAG SOUTHWEST INC	2 TOTES OF ALUMINUM SULF	11/2023	BSW505752-350499A	2,470.60
24-49074	10-0948	MIDCO LABORATORY	SULPHURIC ACID	11/2023	20231026	252.00
24-48282	10-1063	OG&E	MNTHLY SVC	11/2023	20231107	311.78
24-49162	10-1128	OK CITY WATER UTILITIES	TRSEPTEMBER CROSSTIES	11/2023	20231010	74,695.11
24-49201	10-1261	RED ROCK PETRO	UNLEAD & DIESEL	11/2023	1477941	384.17
24-49185	10-1288	ROSE STATE COLLEGE	A/B WATER OPERATOR CLASS	11/2023	1002546	414.00
24-49169	10-1622	WESTLAKE ACE HARDWARE	PIPE & PARTS	11/2023	3503816	65.14
24-49098	10-1771	ADVENTURE OUT	PROPANE	11/2023	555373	145.88
24-49224	10-2703	OKLAHOMA BODY WORKS INC	WATER DEPT DEDUCTIBLE	11/2023	20230814	500.00
24-48924	10-3042	ACCURATE ENVIRONMENTAL	VOC 7&10 & BAC T	11/2023	FJ26058	300.00
24-49247	10-3245	KRAPFF REYNOLDS CONST CO	BONDS WATER/WASTE REPAIR	11/2023	23249	32,000.00
24-49161	10-3919	MISSISSIPPI LIME	25 TONS OF LIMES	11/2023	1698174	8,082.90
24-48951	10-4010	HARD HAT SAFETY & GLOVE	PPE SAFETY VEST MULT DEPT	11/2023	0066396	60.00
DEPARTMENT TOTAL:						120,937.74
DEPARTMENT: 12.1 UTILITY - WATER LINE						
24-49223	10-005350	FORCE PERSONNEL	TEMP HELP	11/2023	76304	796.96
24-48769	10-005373	CARD SERVICES/PI	SUPPLIES FOR ASST DEPTMEN	11/2023	0231430	107.56
24-49151	10-005373	CARD SERVICES/PI	4 RUBBER/STEEL WORK BOOTS	11/2023	3284250	191.98
24-48971	10-005703	FLOOR-TECH JANITORIAL	TRASHBAGS, PTOWELS, TPAPER	11/2023	5012	65.00
24-49201	10-1261	RED ROCK PETRO	UNLEAD & DIESEL	11/2023	1477941	508.26
24-48931	10-1288	ROSE STATE COLLEGE	A/B WATER OPERATOR CLASS	11/2023	1002448	414.00
24-49215	10-1501	T & W TIRE LLC	2 TIRES FOR UNIT #60	11/2023	1100045738	333.74
24-49164	10-1622	WESTLAKE ACE HARDWARE	ROTOR SPRINKLER POPUP	11/2023	3503815	16.99
24-48539	10-1880	OKLAHOMA ONE-CALL SYSTEM,	IOKIE 811	11/2023	2023M0267	1,934.40
24-49189	10-2557	CORE & MAIN LP	BOLTS AND GASKETS	11/2023	T841651	19.80
24-49097	10-2660	ODEQ WATER QUALITY DIV	TEMP LICENSE JOSEPH FREELEN	11/2023	TOC 4508167	62.00
24-49188	10-3245	KRAPFF REYNOLDS CONST CO	4007 N ROCKWELL	11/2023	23247	15,471.00
24-49118	10-3331	RUCKER MECHANICAL	DX & REPAIR HEATER	11/2023	94804	155.00
24-48951	10-4010	HARD HAT SAFETY & GLOVE	PPE SAFETY VEST MULT DEPT	11/2023	0066396	60.00
24-49140	10-4010	HARD HAT SAFETY & GLOVE	GLOVES & SAFETY GLASSES	11/2023	0066395	81.00
DEPARTMENT TOTAL:						20,217.69

FUND: 056- BETHANY PUBLIC WORKS AUTH

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 12.2		UTILITY - SEWER				
24-49031	10-005156	COX COMMUNICATIONS INC.	PHONES, INTERNET	11/2023	20231031	319.10
24-48769	10-005373	CARD SERVICES/P1	SUPPLIES FOR ASST DEPTMEN	11/2023	0231430	107.56
24-49151	10-005373	CARD SERVICES/P1	4 RUBBER/STEEL WORK BOOTS	11/2023	3284250	191.98
24-48282	10-1063	OG&E	MNTHLY SVC	11/2023	20231107	526.51
24-49201	10-1261	RED ROCK PETRO	UNLEAD & DIESEL	11/2023	1477941	124.09
24-49097	10-2660	ODEQ WATER QUALITY DIV	TEMP LICENSEJOSEPHFREELEN	11/2023	TOC 4508167	62.00
24-48951	10-4010	HARD HAT SAFETY & GLOVE	PPE SAFETY VEST MULT DEPT	11/2023	0066396	60.00
24-49140	10-4010	HARD HAT SAFETY & GLOVE	GLOVES & SAFETY GLASSES	11/2023	0066395	81.00
DEPARTMENT TOTAL:						1,472.24
DEPARTMENT: 97.0		DEBT SERVICE				
24-48140	10-3436	BANCFIRST	AUG 2013 BOND	11/2023	DEC. 2023	10,748.33
24-49045	10-3436	BANCFIRST	2022 A&B BOND ANNUAL FEE	11/2023	G6021	1,000.00
DEPARTMENT TOTAL:						11,748.33
FUND TOTAL:						334,610.56
GRAND TOTAL:						778,942.44

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BETHANY HOSPITAL TRUST MEETING

BETHANY CITY HALL

TUESDAY, NOVEMBER 21, 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
	Marilyn McPhail	Trustee
MEMBERS ABSENT:	None	
OTHERS PRESENT:	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	Amanda McCellon	Community Dev. Director
	Beth Burke	211 Heartline
	(See Roster)	

Chairman Lloyd called the Bethany Hospital Trust meeting to order at 8:40 P.M.

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

- A. APPROVAL OF MINUTES FROM NOVEMBER 7, 2023, REGULAR MEETING.**
- B. APPROVAL OF MINUTES FROM NOVEMBER 7, 2023, SPECIAL CALLED MEETING.**

C. 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.

A motion was made by Trustee Larsen, seconded by Trustee Magirowsky to approve the Consent Docket. Yes Votes: McPhail, 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 DECEMBER 5, 2023.**

Chairman Lloyd adjourned the Bethany Hospital Trust meeting at 8:40 P.M. until December 5, 2023.

CHAIRMAN

SECRETARY

BETHANY HOSPITAL TRUST

From: Michael Vaughn, Finance Director
Date: November 30, 2023
Subject: Claims List for the 12/05/2023 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	\$373,573.22
Bethany Public Works Authority	\$249,504.38
Bethany Hospital Trust	\$0.00
Bethany Development Authority	\$0.00
TOTAL	\$623,077.60

RECOMMENDATION

1. Approve the claims as presented.



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BETHANY DEVELOPMENT AUTHORITY

BETHANY CITY HALL

TUESDAY, NOVEMBER 21, 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
	Marilyn McPhail	Trustee
MEMBERS ABSENT:	None	
OTHERS PRESENT:	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	Amanda McCellon	Community Dev. Director
	Beth Burke	211 Heartline
	(See Roster)	

Chairman Lloyd called the Bethany Development Authority meeting to order at 8:40 P.M.

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

- A. APPROVAL OF MINUTES FROM NOVEMBER 7, 2023, REGULAR MEETING.**
- B. APPROVAL OF MINUTES FROM NOVEMBER 7, 2023, SPECIAL CALLED MEETING.**

C. 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.

A motion was made by Trustee Magirowsky, seconded by Trustee Plank to approve the Consent Docket. Yes votes: Larsen, McPhail, 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 DECEMBER 5, 2023.**

Chairman Lloyd adjourned the Bethany Development Authority meeting at 8:41 P.M. until December 5, 2023.

CHAIRMAN

SECRETARY

BETHANY DEVELOPMENT AUTHORITY

From: Michael Vaughn, Finance Director
Date: November 30, 2023
Subject: Claims List for the 12/05/2023 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	\$373,573.22
Bethany Public Works Authority	\$249,504.38
Bethany Hospital Trust	\$0.00
Bethany Development Authority	\$0.00
TOTAL	\$623,077.60

RECOMMENDATION

1. Approve the claims as presented.



BETHANY DEVELOPMENT AUTHORITY

From: Robert Ray Jones, Jr., City Attorney
Date: November 30, 2023
Subject: Carlson Ventures LLC TIF Agreement

BACKGROUND

Carlson Ventures LLC has worked with the TIF Committee to obtain the first TIF agreement. Through several iterations a final contract has been recommended by the committee to be submitted to the BDA for approval pursuant to the rules establishing the 23rd Street Corridor TIF.

The TIF is generating some revenue from improvements, which can be utilized to provide financing for the improvement of the area by developers. The revenue generated by the TIF must be used within the TIF located at the 23rd Street Corridor pursuant to the city's TIF documents.

The Carlson Ventures development is one that qualifies for participation in the TIF.

RECOMMENDATION

1. Approval of the TIF agreement.

ADDITIONAL COMMENTS



**DEVELOPMENT AND FINANCING AGREEMENT BY AND BETWEEN THE
BETHANY DEVELOPMENT AUTHORITY AND CARLSON VENTURES, LLC**

THIS DEVELOPMENT AND FINANCING AGREEMENT (“Agreement”) is made on or as of this _____ day of _____, 20__, by and between the Bethany Development authority, an Oklahoma public trust (“Authority”), and Carlson Ventures LLC (“Developer”).

WITNESSETH:

WHEREAS, the Authority was created by a Trust Indenture, dated as of the 19th day of November, 1985, as a public trust for the use and benefit of the City of Bethany, Oklahoma (“City”), pursuant to the provisions of 60 O.S. §176, *et seq.*, as amended and supplemented, and other applicable statutes of the State of Oklahoma; and

WHEREAS, the City, acting through its City Council, has adopted a resolution accepting the beneficial interest of the Authority on behalf of the City; and

WHEREAS, the purposes of the Authority are, in part, to promote development within and without the territorial limits of the City and to help provide facilities and activities which will benefit and strengthen the economy of the City and the State of Oklahoma; and

WHEREAS, in order to accomplish its designated purposes, the Authority is empowered to provide funds for the costs of acquiring, constructing, installing, equipping, repairing, remodeling, improving, extending, enlarging, maintaining, operating, administering, and disposing of or otherwise dealing with any properties and facilities; and

WHEREAS, the City has approved the 23rd Street Corridor Project Plan (“Project Plan”) by Ordinance 1971, dated April 16, 2019, creating Increment District No. 2, the City of Bethany (“Increment District”), pursuant to the Oklahoma Local Development Act, 62 O.S. §850, *et seq.*; and

WHEREAS, the Project Plan’s purpose is to help the City achieve its development objectives by authorizing the appropriate and necessary public support and assistance for the redevelopment and revitalization of areas along the City’s 23rd Street Corridor; and

WHEREAS, the Project Plan authorizes the Authority to carry out implementation actions in accordance with development agreements and financing approvals; and

WHEREAS, the Developer, consistent with the Project Plan, proposes the construction of an industrial park containing multiple flex-space light industrial use buildings to be leased to commercial tenants (“Project”); and

WHEREAS, the Developer owns real property, described and depicted on Exhibit 1, attached hereto (“Project Site”), which lies within the Project Area as defined in the Project Plan, and proposes to construct and develop the Project on the Project Site; and

WHEREAS, the development objectives of the City and the Authority for the enhancement of the 23rd Street Corridor will be advanced by the Project; and

WHEREAS, the parties wish to set forth the manner in which the Project is to be undertaken and implemented; and

WHEREAS, the parties deem it appropriate to approve and execute this Agreement, which provides for the implementation of the Project consistent with the Project Plan, and the Authority determines that approval is in the best interests of the City, and the health, safety, and welfare of the City and its residents.

IN CONSIDERATION of the mutual covenants and agreements contained herein, the Authority and the Developer hereby agree as follows:

ARTICLE I
SUBJECT OF AGREEMENT

SECTION 1.01 Scope of Agreement

A. The Developer hereby agrees, subject to the terms and conditions hereinafter provided, to cause the design, construction, and completion, in the time period hereinafter described, of the Project on the Project Site substantially in accordance with plans to be approved consistent with this Agreement; and

B. The Authority hereby agrees, subject to the terms and conditions hereinafter provided, to provide to the Developer \$400,000 or as much thereof as is actually received by the Authority of the ad valorem taxes apportioned under the Project Plan, for the development of the Project in the manner provided in this Agreement, to be utilized exclusively for the payment of Project Costs as hereinafter described.

SECTION 1.02 Scope of Development. The Project represents private investment of at least \$3,233,500. The Project is an industrial park and will serve as a stimulant for additional private development in the area providing a public benefit in the City.

SECTION 1.03 Relationship of the Parties. The implementation of this Agreement is a complex process which will require the mutual agreement of the parties and their timely actions on matters appropriate or necessary to implementation. The parties further agree to consider and enter into such amendments as are reasonably necessary and appropriate to clarify, refine, or reinforce the commitments made herein or to adjust or modify them in light of changes in market conditions. The parties hereto shall use their best efforts in good faith to perform and to assist others in performing their respective obligations in accordance with this Agreement. This Agreement specifically does not create any partnership or joint venture between the parties hereto, or render any party liable for any of the debts or obligations of any other party.

ARTICLE II AUTHORITY OBLIGATIONS

SECTION 2.01 Project Plan. The Authority shall support the Project in accordance with the Project Plan and this Agreement.

SECTION 2.02 Certificate of Completion. Within 30 days after the Developer has completed the construction of the Project, the Authority shall furnish to the Developer a Certificate of Completion, certifying that the Developer has met its construction and development obligations contained in this Agreement.

SECTION 2.03 Public Assistance. As authorized by the Project Plan and subject to the terms, conditions, and limitations contained herein, the Authority shall provide assistance in development financing to the Developer in the amount of \$400,000.00. Such assistance is to support construction of the Project.

ARTICLE III DEVELOPER OBLIGATIONS

SECTION 3.01 Design Documents. The Developer shall provide to the City the Development Plans and Specifications for the Project no later than the time for submission of such plans for building permits. The Community Development Department shall review the plans to confirm that the project meets the City's development objectives as reflected in this Agreement and complies with the Project description.

SECTION 3.02 Development Obligations. Developer shall cause the Project to be constructed on the Project Site, at no expense to the City or the Authority. The Project must be constructed in accordance with the Development Plans and Specifications approved by the City. The Developer shall secure or cause the appropriate parties to secure all governmental approvals in connection with (a) the construction, completion, and occupancy of the Project; and (b) the development and operation of the Project, including, without limitation, zoning, building code, and environmental laws. The Project shall include the following:

- A. Building 1 – 8, each consisting of approximately 6,000 square feet;
- B. Public parking to serve the buildings.
- C. Buildings 1, 2, 5 and 6 are constructed with buildings 1, 5 and 6 waiting for partial or full interior buildout depending on tenant needs and building 6 waiting exterior finish at the time of this agreement.

SECTION 3.03 Design Documents. Consistent with Section 5.02 of this Agreement, the Developer shall provide to the City Development Plans and Specifications for the Project. Such Development Plans and Specifications shall be simultaneously submitted to the Community Development Department for review and comment.

SECTION 3.04 Restrictions on uses of the property. The following uses on the property, as set forth by the Bethany Code of Ordinances shall not be approved: adult business, auto storage or auto auction, inmate pre-release center, inmate transitional living centers, inmate work centers, recreational vehicle park, night club/dance hall, recycling collection facility, or salvage.

SECTION 3.05 Water well site. The Developer grants the City of Bethany the right to drill and install a water well site on the Project Site for the benefit of the residents of the City, and to work with the City in good faith to prepare any necessary documentation to formalize such grant and to agree on a location for said water well. The well site, if any should be constructed, will comply with Oklahoma statutes and regulations regarding construction. The well shall be housed in a building of suitable construction to include but not limited to brick, cinderblock, concrete, or steel that is no larger than reasonably necessary to house the well.

ARTICLE IV ASSISTANCE IN DEVELOPMENT FINANCING

SECTION 4.01 Generally. The Project Plan authorizes Project Costs, including assistance in development financing. Such assistance is to support the Project, including the construction of public improvements benefitting the Project.

SECTION 4.02 Payment Obligations. Beginning on the first day of the second quarter of year following completion of the Project, as indicated by issuance of the Certificate of Completion, the Authority shall provide the Developer assistance in development financing in the form of direct annual payments to the Developer of 90% of collected and apportioned Incremental Ad Valorem Taxes generated by the Project, net of administrative costs and expenses authorized by the Project Plan. "Incremental Ad Valorem Taxes" are the ad valorem taxes paid on the Project Site for the previous year minus the amount of those ad valorem taxes paid on the Project Site for the previous year from the portion of the certified Base Assessed Value of the Increment District attributable to the Project Site. The parties acknowledge and agree that the portion of the Increment District's base assessed value, as certified by the County Assessor pursuant to 62 O.S. § 862.A., attributable to the valuation of the Project Site is \$62.00 ("Project Site BAV"). Such payment obligation shall be payable solely from apportioned tax increment revenues collected from the Increment District. The payment of the assistance in development financing set forth in this Section depends on the total ad valorem tax increments generated in the Increment District being sufficient for the Authority to make payment on all ad valorem increment contractual obligations. In the event total ad valorem tax increments generated in the Increment District are insufficient for the Authority to make payment on all ad valorem increment contractual obligations in any given period, the Authority will make payments from collected ad valorem tax increment revenues on each contractual obligation pro rata based on the total amount of each such obligation. Such payment obligation is also conditioned upon the Developer's payment of taxes on the Project Site and upon an increase in taxable value of the Project Site above the Project Site BAV. Such payment obligations shall not exceed \$400,000.00 in aggregate. The payments of assistance in development financing shall continue until the occurrence of the first of the following events: (A) \$400,000.00 is paid or (B) the Increment District ends and all apportioned increment has been expended.

On or before June 30th of each year the Developer is eligible to receive an assistance in development financing payment pursuant to this Agreement, the Developer shall submit to the Authority an annual invoice requesting the assistance in development financing payment to be paid based on the calculation described in the preceding paragraph. This invoice must include: (1) the amount of the assistance in development financing payment requested; (2) the amount of real ad valorem tax assessment paid by the Developer or any owner or tenant located at or in the Project Site for the previous year; (3) the amount of personal property ad valorem tax assessment paid by the Developer or any owner or tenant located at or in the Project Site for the previous year; and (4) the aggregate amount of assistance in development financing payments made to the Developer under this Agreement as of the date of the request.

The Authority will provide documentation of the amount of tax increment paid to the Authority by Oklahoma County and will review invoices for payment. Should the Authority question or request additional documentation or question all or a portion of any invoice, the Developer will be notified so that it may have the opportunity to provide additional documentation sufficient to demonstrate the invoice should be paid, in whole or in part. Invoices will be paid no later than sixty (60) days after approval of an invoice by the Authority, in no event later than October 30th annually.

SECTION 4.03 Intentionally Omitted.

SECTION 4.04 Additional Conditions and Terms of Assistance in Development Financing. Notwithstanding anything to the contrary contained herein, under no circumstances shall the Developer be entitled to any payments of assistance in development financing if the Project has not been completed or if the Developer is in default under this Agreement. All payments are subject to availability of increment.

- A. Currently buildings 1, 2, 5 and 6 are fully constructed with buildings 1, 5 and 6 awaiting partial or full interior buildout depending on tenant needs and building 6 awaiting exterior finish.
- B. Pursuant to the terms of this agreement, the Developer shall be eligible to receive up to \$50,000.00 each in development financing for buildings 1, 2, 5 and 6.
- C. Pursuant to the terms of this agreement, the Developer shall be eligible to receive up to \$40,000.00 each in development financing for buildings 3, 4, 7 and 8.

SECTION 4.05 Limitations on Assistance in Development Financing Obligations. Notwithstanding anything to the contrary contained herein, in no event shall the total amount of assistance in development financing provided to the Developer under this Agreement exceed \$400,000.00.

SECTION 4.06 Transfers. Should the Developer desire to transfer any interests in this Agreement or the Project Site to another development entity which is necessary for financing or development purposes, the Authority may consider and approve appropriate transfers required for financing purposes pursuant to a request and documentation by the Developer.

ARTICLE V CONSTRUCTION OF PROJECT

SECTION 5.01 Scope of Project. The Project Site shall be developed within the general requirements established by the zoning and building codes applicable to the Project Site by the Code of the City (“Code”) and related laws governing municipal planning and zoning. The Developer shall be responsible for the construction, renovation, improvement, equipping, repair and installation of all public and private improvements associated with the Project as described in, and in conformance with approved schematic drawings, design documents, construction documents, and related plans and documents (“Development Plans and Specifications”).

SECTION 5.02 Development Plans and Specifications. Upon the execution of this Agreement, the Developer shall prepare and submit Development Plans and Specifications for the Project to the City for its review pursuant to the Code. Thereafter, if the Developer desires to make any substantial or significant changes in the Development Plans and Specifications, the Developer shall submit the proposed changes to the City for its approval. The Developer and its approved assignees shall communicate and consult as frequently with the City and the Community Development Department as is necessary to ensure that any modifications to the Development Plans and Specifications can receive prompt and speedy consideration by the City.

SECTION 5.03 Construction of Project. The Developer agrees that all construction, renovation, improvement, equipping, repair and installation work on the Project shall be done substantially in accordance with the Development Plans and Specifications as approved by the City, or as amended with the approval of the City.

SECTION 5.04 City and Other Governmental Permits. The Developer shall, at its own expense, secure or cause to be secured any and all permits and approvals which may be required by the City and any other governmental agency having jurisdiction as to such construction, development or work in connection with any buildings, structures or other improvements at the Project Site. The Authority shall cooperate with and provide all usual assistance to the Developer in securing these permits, and approvals, and shall diligently process, review and consider all such permits and approvals as may be required by law.

SECTION 5.05 Construction Schedule. Not later than December 31, 2024, the Developer shall have completed the construction of the Project. If it appears the Project cannot be completed by such date, the Developer shall promptly report to the Authority that the Project will not be completed within the time provided for herein and shall provide an updated schedule regarding the time required for the completion of the Project. All revisions to the original construction schedule shall be subject to approval by the Authority, which approval shall not be unreasonably withheld.

SECTION 5.06 Rights of Access. For the purpose of ensuring compliance with this Agreement, representatives of the Authority shall have the right of access to the Project Site, without charges or fees, at normal construction hours during the period of construction for the

purposes of this Agreement, including, but not limited to, the inspection of the work being performed in constructing, renovating, improving, equipping, repairing and installing the Project, so long as they comply with applicable safety rules and do not unreasonably interfere with the activities of the Developer. Except in the case of an emergency, prior to any such access, such representatives of the Authority will check in with the on-site manager. All such representatives of the Authority shall carry proper identification, shall ensure their own safety, assuming the risk of injury, and shall not interfere with the construction activity. The Authority agrees to cooperate with the Developer in facilitating access by the Developer to the Project Site for construction purposes, provided that the Authority shall incur no financial obligations therefor.

SECTION 5.07 Indemnification. The Developer shall defend, indemnify, assume all responsibility for, and hold the Authority and the City and their respective elected and appointed officers and employees and agents, harmless from, all costs (including attorney's fees and costs); claims, demands, liabilities or judgments (except those which have arisen from the willful misconduct or negligence of the Authority or the City, their officers, employees and agents) for injury or damage to property and injuries to persons, including death, which may be caused directly or indirectly by any of the Developer's activities under this Agreement, whether such activities or performance thereof be by the Developer or anyone directly or indirectly contracted with or employed by the Developer and whether such damage shall accrue or be discovered before or after termination of this Agreement. This indemnity includes, but is not limited to, any repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remediation, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes including petroleum and its fractions as defined in the Comprehensive Environmental Response, Compensation and Liability Act; codified at Title 42, Sections 9601, et seq. of the United States Code (hereinafter, "CERCLA"), and all amendments thereto, at any place where Developer owns or has control of real property pursuant to any of Developer's activities under this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA to assure, protect, hold harmless and indemnify Authority from liability.

SECTION 5.08 Liability Insurance.

A. In addition to the indemnification of the Authority and the City required in Section 5.07 hereof, the Developer shall take out and maintain during the period set forth in subsection (D) of this Section, a comprehensive general liability policy in the amount of at least \$1,000,000.00 for any person, \$1,000,000.00 for any occurrence, and \$1,000,000.00 property damage naming the Authority as an additional insured and loss payee, but only with respect to the liability policy.

B. The Developer shall furnish a certificate of insurance signed by an authorized agent of the insurance carrier setting forth the general provisions of the insurance coverage. This certificate of insurance shall name the Authority as an additional insured under the policy. The certificate of insurance shall contain a statement of obligation on the part of the carrier to notify the Authority by certified mail of any modification, cancellation or termination of the coverage at least 30 days in advance of the effective date of any such modification, cancellation or termination. Coverage provided hereunder by the Developer shall be primary insurance and not contributing

with any insurance maintained by the Authority, and the policy shall contain such an endorsement. The required certificate shall be filed with the Authority at the time of execution of this Agreement.

C. The Developer shall also furnish or cause to be furnished to the Authority evidence satisfactory to the Authority that any contractor with whom it has contracted for the performance of work on the Project Site or otherwise pursuant to this Agreement carries workers compensation insurance as required by law at the time of execution of the Agreement.

D. The insurance obligations set forth in this Section shall remain in effect until performance of the development obligations contained in this Agreement.

SECTION 5.09 Performance Bond. The Developer shall post with the City such performance bonds or other sureties as may be required by the Code.

SECTION 5.10 Local, State and Federal Laws. The Developer shall carry out the provisions of this Agreement in conformity with all applicable local, state and federal laws and regulations.

SECTION 5.11 Antidiscrimination During Construction. The Developer, for itself, its successors and assigns, and any contractor with whom Developer has contracted for the performance of work on the Project Site, agrees that in the construction of the Project, the Developer shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, handicap, national origin or ancestry.

SECTION 5.12 Taxes Assessments, Encumbrances and Liens. The Developer shall pay when due all real estate taxes and assessments on the Project Site. Prior to the performance of the obligations of this Agreement, the Developer shall not place or allow to be placed on the Project Site or any part thereof any uncontested mechanic's lien, any mortgage, trust deed, encumbrance or lien other than as expressly allowed by this Agreement. Nothing herein contained shall be deemed to prohibit the Developer from contesting the validity or amounts of any tax assessment, encumbrance or lien, nor to limit the remedies available to the Developer in respect thereto.

SECTION 5.13 Prohibition Against Transfer of the Project Site or Structures Therein and Assignment of Agreement. The Developer shall not, except as permitted by this Agreement, without prior written approval of the Authority which shall not be unreasonably withheld, make any total or partial sale, transfer, conveyance, assignment or lease of the Project Site. The foregoing restrictions on assignment, transfer, and conveyance shall not apply to:

A. Any mortgage lien or security interest granted by the Developer to secure indebtedness to any construction or permanent lender with respect to the Project; and

B. The rental and leasing of portions of the Project Site by the Developer for any uses contemplated for the Project.

SECTION 5.14 Restrictions on Sale of Control by the Developer. The qualifications of the Developer are of particular importance to the Authority. It is because of the qualifications and

identity of the Developer, and the management thereof, that the Authority has entered into this Agreement with the Developer. Therefore, the Developer agrees that it will not sell a controlling interest in its own membership interests until performance of the development obligations in this Agreement to any individual or entity which is not currently a member of the Developer. In the event, the Developer sells a controlling interest to a party who is not a member of the Developer, the TIF Agreement shall terminate if the Authority does not approve of the sale to the individual or entity. In such instances, the Developer shall not be entitled to any development financing, and neither the Authority nor the Developer shall have any further rights against or liability to others under this Agreement, except for the provisions of Section 7.02 of this Agreement that require completion of a building that is partially built. If the Authority agrees to the sale, the Developer is authorized to assign its rights and obligations under the Agreement to the new developer. Should the new developer not agree to be an assignee, the Agreement shall terminate as if the Developer sold a controlling interest without prior approval by the Authority.

SECTION 5.15 Covenants for Non-Discrimination. The Developer covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, familial status, marital status, age handicap, national origin or ancestry in the sale, lease, sublease, transfer, use occupancy, tenure or enjoyment of the Project Site, nor shall the Developer itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Project Site. The covenant established in this Section shall, without regard to technical classification and designation, be binding for the benefit and in favor of the Authority, its successors and assigns and any successor in interest to the Project Site or any part thereof. The covenants contained in this Section shall remain for so long as any amounts due under this Agreement or the Increment District remains unpaid or outstanding.

SECTION 5.16 Maintenance Covenants. The Developer, and all successors and assigns in interest to the Developer, shall be obligated to maintain the Project and all improvements and landscaping situated on the Project Site in a clean and neat condition and in a continuous state of good repair in accordance with the Code.

ARTICLE VI REPRESENTATIONS AND WARRANTIES

SECTION 6.01 Developer Representations and Warranties. The Developer represents and warrants the following:

A. The Developer represents that it is a limited liability company duly organized and existing under the laws of the State of Oklahoma. The Developer is authorized to conduct business in the State of Oklahoma, and is not in violation of any provisions of its articles of organization, operating agreement, or any other agreement governing the Developer, or any law of the State of Oklahoma affecting Developer's ability to perform under this Agreement.

B. The Developer's ability to accomplish the Project with financing assistance from the Authority has induced the Developer to proceed with the Project, and the Developer hereby

covenants to complete the same and continue to maintain and operate the Project, until the Certificate of Completion is provided to the Developer from the Authority.

C. The Developer represents that it has the full power and authority to execute this Agreement and this Agreement shall constitute a legal, valid and binding obligation of the Developer in accordance with its terms, and the consent of no other party is required for the execution and delivery of this Agreement by such Developer or the consummation of the transactions contemplated hereby, subject to laws relating to bankruptcy, moratorium, insolvency, or other laws affecting creditor's rights generally and subject to general principles of equity.

D. The Developer represents that the execution and delivery of this Agreement, the consummation of the transactions contemplated herein, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented or limited by or in conflict with, and will not result in a breach of, other provisions of its articles of organization, operating agreement or any other agreement governing the Developer or with any evidence of indebtedness, mortgages, agreements, or instruments of whatever nature to which the Developer is a party or by which it may be bound, and will not constitute a default under any of the foregoing.

E. To the knowledge of the undersigned representative of the Developer, there is not currently pending any action, suit, proceeding or investigation, nor, is any such action threatened which, if adversely determined, would materially adversely affect the Developer or the Development, or impair the ability of the Developer to carry on its business substantially as now conducted or result in any substantial liability not adequately covered by insurance.

F. The Developer warrants that it has not paid or given and will not pay or give any officer, employee or agent of the City or the Authority any money or other consideration for obtaining this Agreement. The Developer further represents that, to its best knowledge and belief, no officer, employee or agent of the City or the Authority who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision making process with regard to the Project, has or will have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, during or after the term of this Agreement.

G. All utility services necessary for the development and construction of the Project are available to the Project Site, including water, storm and sanitary sewer facilities, electric and gas utilities, and telephone services.

H. Financial statements of the Developer heretofore delivered to the Authority and the City are true and correct in all material respects, and fully and accurately present the financial condition of the Developer on the respective dates thereof. There has been no material adverse change in the financial condition of the Developer since the date of the latest statement furnished.

I. The Project Site is free of all contamination requiring remediation including, but not limited to, (a) any "hazardous waste," "underground storage tanks," "petroleum," "regulated substance," or "used oil" as defined by the Resource Conservation and Recovery Act of 1976, as

amended, or by any regulations promulgated thereunder; (b) any "hazardous substance" as defined by CERCLA, or by any regulations promulgated thereunder; (c) any substance the presence of which on, in, or under the Project Site is prohibited by any federal, state, or local law, rule, regulation, or ordinance similar to those set forth above; and (d) any other substance which by federal, state, or local law, rule, regulation, or ordinance requires special handling in its collection, storage, treatment, or disposal.

J. Neither this Agreement nor any statement or document referred to herein or delivered by the Developer pursuant to this Agreement contains any untrue statement or omits to state a material fact necessary to make the statements made herein or therein not misleading.

SECTION 6.02 Authority Representations and Warranties. The Authority represents and warrants the following:

A. The Authority is a duly organized and validly existing public trust under the laws of the State of Oklahoma and as such, is a duly constituted authority of the City and an agency of the State of Oklahoma.

B. The Authority is fully empowered to enter into this Agreement and to perform the transactions contemplated thereby and generally to carry out its obligations hereunder and thereunder. The Authority has duly authorized its chairman, or in his absence, its Vice-Chairman, to execute and deliver this Agreement and all other documentation required to consummate the transaction contemplated herein on behalf of the Authority.

C. The performance by the Authority under this Agreement will not violate any provision or constitute a default under any indenture, agreement, or instrument to which the Authority is currently bound or by which it is affected.

D. To the knowledge of the undersigned officer of the Authority, there is no action, suit, proceeding or inquiry at law or in equity pending or threatened, affecting the Authority wherein any unfavorable decision, ruling or finding would materially adversely affect the Authority's ability to perform under this Agreement or under any other instrument pertinent to the transaction contemplated herein to which the Authority is a party.

ARTICLE VII EVENTS OF DEFAULT AND REMEDIES

SECTION 7.01 Events of Default. The following shall constitute Events of Default hereunder and under each of the instruments executed pursuant to this Agreement:

A. Default by the Developer in the performance or observance of any covenant contained in this Agreement, any instrument executed pursuant to this Agreement, or under the terms of any other instrument delivered to the Authority in connection with this Agreement, including, without limitation, the falsity or breach of any representation, warranty or covenant;

B. Material variance from the approved Development Plans and Specifications

without prior written consent of the City with regard to any of the materials, machinery, or equipment acquired in connection with the Project or the appurtenances thereto, or any other material variance from the Development Plans and Specifications;

C. Any representation, statement, certificate, schedule or report made or furnished to the Authority by the Developer with respect to the matters and transactions covered by this Agreement which proves to be false or erroneous in any material respect at the time of its making or any warranty of a continuing nature which ceases to be complied with in any material respect and the Developer fails to take or cause to be taken corrective measures satisfactory to the Authority within 30 days after written notice by the Authority; or

D. The initiation of bankruptcy or receivership proceedings by or against the Developer and the pendency of such proceedings for 60 days.

SECTION 7.02 Remedies. The Authority will provide the Developer with notice and 30 days opportunity to cure any Event of Default described in Section 7.01. Upon the Developer's failure to commence and diligently pursue the cure within such 30-day period, the Authority may, at its option, declare the Authority shall be entitled to proceed simultaneously or selectively and successively to enforce its rights under this Agreement and any of the instruments executed pursuant to the terms hereof, of any one or all of them.

- A. The Authority waives any right to specific performance against the Developer to complete the project or any right to seek damages for the Developer's failure to complete the project. In exchange for this waiver, the Developer agrees to complete construction of any building that is partially built, so that it does not constitute a public nuisance. Pursuant to this clause, completing construction of any building that is partially built constitutes completing the exterior of the building to include the roof, walls, windows, and doors.
- B. In waiving the right to specific performance or damages for the completion of the entire project, the Authority does not waive any right to completion of the construction of any partially built building as specified in part A.
- C. Upon completion of the partially constructed building, the Agreement is terminated, and, neither the Authority nor the Developer shall have any further rights against or liability to the others under this Agreement.

SECTION 7.03 Termination.

A. In the event that the City unreasonably fails to approve the Development Plans and Specifications, and, if any such default or failure shall not be cured within 30 days after the date of written demand by the Developer, then this Agreement, or the relevant portion thereof, may, at the option of the Developer, be terminated by written notice thereof to the Authority, and, neither the Authority, nor the Developer shall have any further rights against or liability to the others under this Agreement with respect to the terminated portion thereof.

B. In the event that the Developer fails to submit the Development Plans and Specifications to the City, or the Developer fails to obtain evidence of financing capacity satisfactory to the Authority, and, if any default or failure shall not be cured within 30 days after the date of written demand by the Authority, then this Agreement, or the relevant portion thereof, may, at the option of the Authority, be terminated by written notice thereof to the Developer, and, neither the Authority nor the Developer shall have any further rights against or liability to the others under this Agreement with respect to the terminated portion thereof.

SECTION 7.04 Intentionally Omitted.

SECTION 7.05 Enforced Delay; Extension of Times of Performance.

A. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where the party seeking the extension has acted diligently and delays or defaults are due to events beyond the reasonable control of the party such as but not limited to: default of other party; war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; invasion, lack of transportation; litigation; unusually severe weather; or any other causes beyond the control or without the fault of the party claiming an extension of time to perform.

B. Times of performance under this Agreement may also be extended in writing by the mutual agreement of the Authority and the Developer.

SECTION 7.06 Non-liability of Officials, Employees, and Agents of the Authority. No official, employee or agent of the Authority shall be personally liable to the Developer, or any successor in interest, pursuant to the provisions of this Agreement, for any default or breach by the Authority.

**ARTICLE VIII
MISCELLANEOUS**

SECTION 8.01 Authority's Obligations Limited. Nothing in this Agreement is intended to require or obligate nor shall anything herein be interpreted to require or obligate the Authority to provide, apply or make any payment or advance from any revenue or funds coming into its hands other than the funds derived from the Increment District and in the manner provided in this Agreement.

SECTION 8.02 Notices. Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested and addressed as set forth below or to such other address as the party concerned may substitute by written notice to the other. All notices shall be deemed received within three days (excluding Saturdays, Sundays and holidays recognized by national banking associations) after being mailed:

To the Authority:	Bethany Development Authority 6700 NW 36th Street, Bethany, OK 73008 Attn: Elizabeth Gray, Manager
To the Developer:	Carlson Ventures, LLC P.O. Box 18852, Oklahoma City, OK 73154 Attn: Michael Bass, Manager

SECTION 8.03 Amendment. This Agreement may not be amended or modified in any way, except by an instrument in writing executed by both parties hereto and approved in writing by the Developer and the Authority.

SECTION 8.04 Non-Waiver; Cumulative Remedies. No failure on the part of the Authority to exercise and no delay in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Authority of any right hereunder preclude any other or further right thereof. The remedies herein provided are cumulative and not alternative.

SECTION 8.05 Assignment. This Agreement shall not be assignable by the Developer without the prior written consent of the Authority. The rights and benefits under this Agreement may be assigned by the Authority.

SECTION 8.06 Applicable Law. This Agreement and the documents issued and executed hereunder shall be deemed to be a contract made under the laws of the State of Oklahoma and shall not be construed to constitute the Authority as entering a joint venture with the Developer or to constitute a partnership among the parties.

SECTION 8.07 Descriptive Headings. The descriptive headings of the articles and sections of this Agreement are for convenience only and shall not be used in the construction of the terms hereof.

SECTION 8.08 Integrated Agreement. This Agreement constitutes the entire agreement between the parties hereto, and there are no agreements, understandings, warranties, or representations between the parties regarding the financing of the Project other than those set forth herein.

SECTION 8.09 Time of Essence. Time is of the essence in the performance of this Agreement.

SECTION 8.10 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives, and assigns.

SECTION 8.11 Right to Defend. The Authority shall have the right, but not the obligation, with benefit of counsel selected by the Authority, all at the Developer's expense, to commence, appear in or defend any action or proceeding purporting to affect the rights or duties of the parties hereunder, and in connection therewith, if the Developer fails to so commence, appear in or defend

any such action or proceeding, except in a suit between the Developer and the Authority, in which case the prevailing party shall be entitled to such fees and expenses as a part of any judgment obtained.

SECTION 8.12 Trustees' Disclaimer. This instrument is executed by the Trustees or officers or both of the Authority in their official capacities as such Trustees or officers. By the execution hereof all parties agree that, for the payment of any claim or the performance of any obligations hereunder, resort shall be had solely to the specific assets of the Authority described herein and no Trustee or officer of the Authority shall be held personally liable therefore. In this regard, specific reference is made to Section 179 of the Public Trust Act and to the Trust Indenture the 19th day of November, 1985 pursuant to which the Authority was created, a copy of which is of record in the office of the Authority.

SECTION 8.13 Counterparts. This Agreement may be executed in several counterparts, and all such executed counterparts shall constitute the same Agreement. It shall be necessary to account for only one such counterpart in proving this Agreement.

SECTION 8.13 Construction of this Agreement. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

IN WITNESS WHEREOF, the Developer and the Authority have caused this Agreement to be duly executed this ____ day of _____, 2023.

BETHANY DEVELOPMENT AUTHORITY

By _____

(SEAL)

ATTEST:

By: _____

CARLSON VENTURES LLC

By: _____

EXHIBIT 1

Location, Legal Description, and Map of the Project Site

Addresses:

Building 1	2410 N Wilburn, Bethany, OK 73008
Building 2	2430 N Wilburn, Bethany, OK 73008
Building 3	2500 N Wilburn, Bethany, OK 73008
Building 4	2600 N Wilburn, Bethany, OK 73008
Building 5	2420 N Wilburn, Bethany, OK 73008
Building 6	2440 N Wilburn, Bethany, OK 73008
Building 7	2520 N Wilburn, Bethany, OK 73008
Building 8	(not assigned) N Wilburn, Bethany, OK 73008

Legal Description:

Carlson Business Park
Total Tract

A Part of Lot 1, Block 1,
CARLSON FARMS, SECTION 1
City of Bethany, Oklahoma County, Oklahoma

A tract of land being a part of Lot One (1), Block One (1) of CARLSON FARMS, SECTION 1, an addition to the City of Bethany, Oklahoma County, Oklahoma, according to the recorded plat thereof, being more particularly described as follows:

COMMENCING at the Southwest corner of said Lot One (1);

THENCE North 00°06'09" West, along the West line of said Lot One (1), a distance of 220.00 feet to the **POINT OF BEGINNING**;

THENCE continuing North 00°06'09" West along said line, a distance of 493.38 feet to the Northwest corner of said Lot One (1);

THENCE North 89°27'38" East, along the North line of said Lot One (1), a distance of 400.00 feet to the Northeast corner of said Lot One (1);

THENCE South 00°06'09" East, along the East line of said Lot One (1), a distance of 521.17 feet;

THENCE South 89°40'26" West, a distance of 160.08 feet;

THENCE North 00°19'34" West, a distance of 58.73 feet;

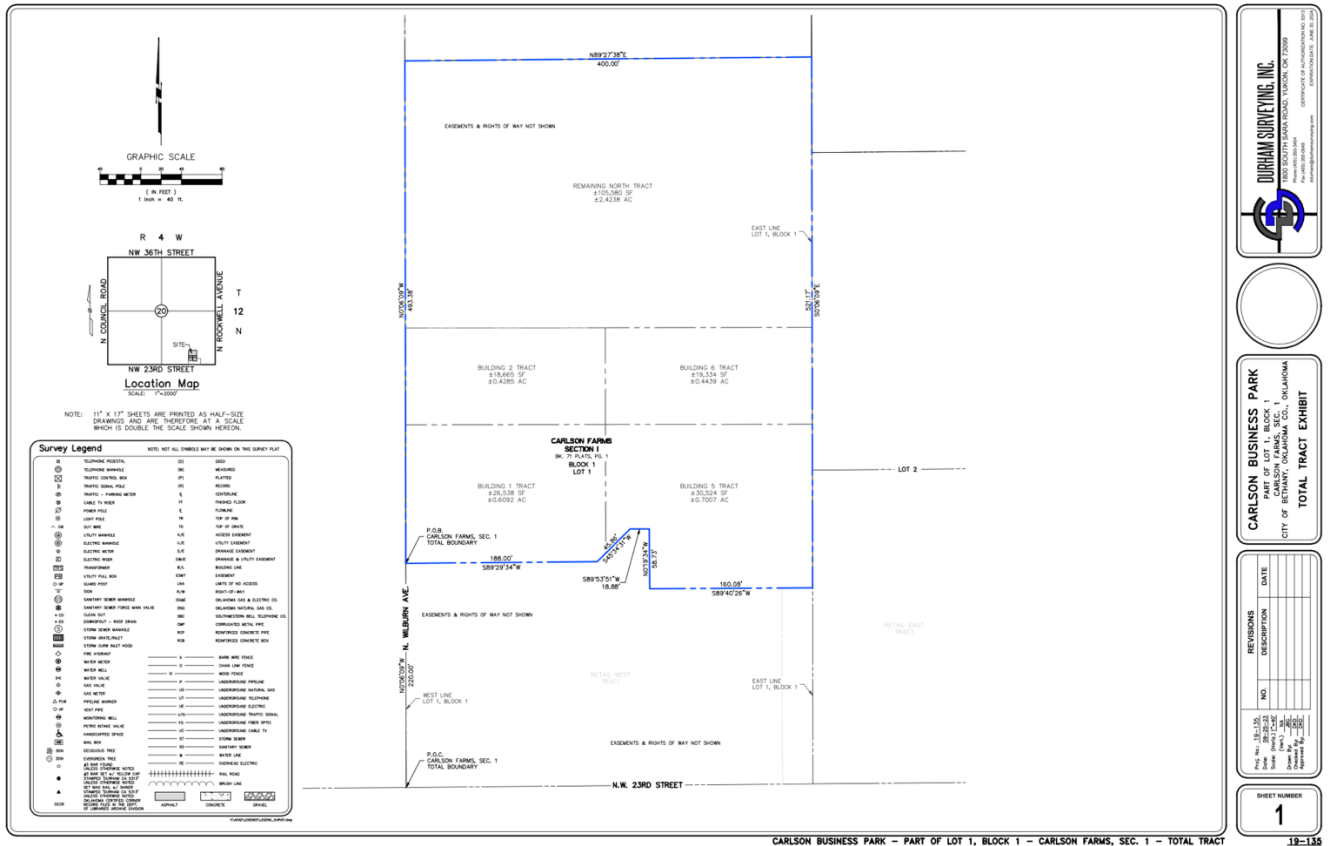
THENCE South 89°53'51" West, perpendicular to the West line of said Lot One (1), a distance of 18.88 feet;

THENCE South 45°34'31" West, a distance of 45.86 feet;

THENCE South 89°29'34" West, parallel with the South line of said Lot One (1), a distance of 188.00 feet to the **POINT OF BEGINNING**.

Said tract of land containing 200,641 square feet or 4.6061 acres, more or less.

The basis of bearing for the above-described tract of land is the West line of said Lot One (1) having a platted bearing of North 00°06'09" West.



ACKNOWLEDGEMENTS

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this ___day _____, by Nikki Lloyd, Chair of the Bethany Development Authority, a public trust, on behalf of the Trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the date and year first above written.

Notary Public
My Commission

No. _____

My Commission Expires: _____

(Notary Seal)