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On Thursday, January 11, 2024, at or before 4:59 p.m., agenda was posted at the front doors of City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: [cityofbethany.org](http://cityofbethany.org). The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

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# AGENDA

## BETHANY CITY COUNCIL

**TUESDAY, JANUARY 16, 2024**  
**6:30 P.M.**

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



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1. Call to Order
2. Invocation and Flag Salute
3. Consent Docket:
  - A. Approval of Minutes from the January 2, 2024, Regular Meeting.
  - B. Approval of Claims: These claims have been found to be in order by staff and proper as to form and procedure and are recommended for payment. A copy of the Claims List is included in the agenda packet.
  - C. Public Improvement – Routine Item: Oklahoma Department of Environmental Quality (ODEQ) Permit to Construct ARPA Well Field Rehabilitation and Improvements.
4. Public Comment - Any person wishing to address the Council during Public Comment shall give their name, address, and city of residence to the City Clerk for the records PRIOR to the start of the meeting. *(Per Chapter 30 of the Bethany Code of Ordinances, there is a five-minute limit, and no action or discussion shall take place. All remarks shall be addressed to the Council as a body, and not to any member thereof.)*

5. Consideration and possible approval of Ordinance No. 2053, an ordinance codifying the repeal of Section 157.34 Complete Streets occurring at the December 5, 2023, regular council meeting. *(Ray Jones, City Attorney)*
  - A. Presentation by staff and/or interested party.
  - B. Consideration and possible action to approve of Ordinance No. 2053, on reading by title only.
  - C. Motion to approve Sections 1-2 of Ordinance No. 2053.
6. Consideration and possible approval of Amendment No. 3 to the Engineering Contract for the 2022 General Obligation Bond Proposition 1 Projects for Construction Inspection and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
7. Consideration and possible approval to award the Engineering Contract for Proposition 1-C Traffic Signalization at NW 36<sup>th</sup> and Council Road to TEIM Design and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
8. Consideration and possible approval of Construction contract with TLS Group, Inc. for Traffic Signalization Improvements for NW 23rd and N. Rockwell (General Obligation Bond Proposition 1-A) and NW 36<sup>th</sup> and N Rockwell (General Obligation Bond Proposition 1-B) in the amount of \$819,400.88 and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
9. Consideration and possible approval of Construction Contract with All Roads Paving, Inc. for Pavement Improvement Project NW 30<sup>th</sup> from Rockwell to Peniel (General Obligation Bond Proposition 1-E), Mueller from NW 44<sup>th</sup> to NW 50<sup>th</sup> (General Obligation Bond Proposition 1-F) and Divis from NW 36<sup>th</sup> to NW 39<sup>th</sup> (General Obligation Bond Proposition 1-G) in the amount of \$1,517,133.45 and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
10. Consideration and possible approval of Construction Contract with Luckinbill Construction Co., LLC for sanitary sewer relocation to serve Animal Welfare Facility (General Obligation Bond Proposition 3-C) in the amount of \$123,792.00 and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
11. Consideration, discussion, and possible action to convene a councilmember committee together with the City Attorney to prepare a proposed City Council social media policy for presentation to the Council for future consideration and approval. *(Ken Smart, Council Member)*
12. Consideration, discussion, and possible action to direct the City Attorney to investigate and recommend action regarding an operation and maintenance

agreement with the Bethany Warr Acres Public Works Authority. *(Steve Palmer, Council Member)*

13. PROPOSED EXECUTIVE SESSION: Consideration, discussion and possible action to enter into Executive Session pursuant to 25 O.S. § 307 (B) (4) confidential communications between a public body and its attorney concerning the mediation of City of Bethany v. Level Up Foundation Repair, LLC, CJ-2021-4487 consolidated with Hannay v. City of Bethany CJ-2021-4950, with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest. (Ray Jones)
  - A. Enter Executive Session
  - B. Exit Executive Session
  - C. Possible action regarding the designation of representatives of the City of Bethany for mediation discussed in Executive Session.
14. PROPOSED EXECUTIVE SESSION: Consideration, discussion, and possible action to enter into Executive Session pursuant to 25 O.S. § 307 (B) (1) for purposes of discussing the employment of the City Manager specifically to evaluate the conditions of the City Manager's employment as authorized by Section 5 of the contract between the City Manager and the City of Bethany. *(Elizabeth Gray, City Manager)*
  - A. Enter Executive Session
  - B. Exit Executive Session
  - C. Possible action regarding the conditions of the City Manager's employment discussed in Executive Session.
15. Consideration, discussion, and possible action regarding the discipline of Marilyn McPhail for her use of belligerent, personal, impertinent, slanderous, threatening, abusive and disparaging comments toward the Mayor of Bethany during the January 2, 2024 regular council meeting in violation of the Code of Ethics contained within the City Council Handbook adopted on June 18, 2019 and disseminated to all council members elected after the adoption on December 21, 2021, via email and again via email on December 7, 2023. *(Nikki Lloyd, Mayor)*
16. City Attorney's Report.
17. City Manager's Report.
  - A. Financial Report.
18. Mayor and Council Members Comments and Suggestions.
19. Adjourn until February 6, 2024.

## **BETHANY PUBLIC WORKS AUTHORITY**

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1. Consent Docket:
  - A. Approval of Minutes from the January 2, 2024, Regular Meeting.
  - B. Approval of Claims: These claims have been found to be in order by staff and proper as to form and procedure and are recommended for payment. A copy of the Claims List is included in the agenda packet.
2. Consideration, discussion, and possible action to direct the City Attorney to investigate and recommend action regarding an operation and maintenance agreement with the Bethany Warr Acres Public Works Authority. (*Steve Palmer, Council Member*)
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 February 6, 2024.

## **BETHANY HOSPITAL TRUST**

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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 February 6, 2024.

## **BETHANY DEVELOPMENT AUTHORITY**

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1. Consent Docket:
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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 February 6, 2024.

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

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## BETHANY CITY COUNCIL MEETING

### BETHANY CITY HALL

TUESDAY, JANUARY 2, 2024

6:30 P.M.

MEMBERS PRESENT:	Nikki Lloyd	Mayor
	Jeff Knapp	Vice- Mayor
	Kathy Larsen	Council Member
	Chris Powell	Council Member
	Steve Palmer	Council Member <i>(arrived at 6:33 p.m.)</i>
	Brian Magirowsky	Council Member
	Ken Smart	Council Member
	Peter Plank	Council Member
	Marilyn McPhail	Council Member

MEMBERS ABSENT:

OTHERS PRESENT:	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Steve Manek	TEIM Design
	Sean Fairbairn	Cowan Engineering
	Jon Wolff	Municipal Finance Svc.
	(See Roster)	

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

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

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

The Invocation was given by Council Member Plank.

The Flag Salute was conducted by Council Member Powell.

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

- A. **APPROVAL OF MINUTES FROM DECEMBER 19, 2023, REGULAR MEETING.**
- B. **APPROVAL OF CLAIMS: THESE CLAIMS HAVE BEEN FOUND TO BE IN ORDER BY STAFF AND PROPER AS TO FORM AND PROCEDURE AND ARE RECOMMENDED FOR PAYMENT. A COPY OF THE CLAIMS.**
- C. **APPROVAL OF FIRST AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT AS APPROVED BY THE BETHANY CITY COUNCIL ON 11/21/2023.**

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

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

None

**ITEM NO. 5** on the agenda was **CITY-WIDE PUBLIC WORKS PROJECT UPDATES BY TEIM DESIGN INCLUDING GO BOND, ARPA, WATER PROJECTS, AND SH 66 WITH POSSIBLE DISCUSSION. (ELIZABETH GRAY, CITY MANAGER)**

Presentation by Steve Manek with TEIM Design.

**ITEM NO. 6** on the agenda **PRESENTATION BY COWAN ENGINEERING REGARDING BETHANY-WARR ACRES PUBLIC WORKS AUTHORITY (BWA-PWA). (ELIZABETH GRAY, CITY MANAGER)**

Presentation by Sean Fairbairn from Cowan Engineering.

Motion was made by Council Member Palmer, seconded by Council Member McPhail to suspend the rules for purpose of discussion related to this report. Yes votes: Palmer, Powell, and McPhail. No votes: Lloyd, Larsen, Knapp, Plank, Smart, and Magirowsky. Motion failed.

Council Member Palmer requested a copy of the report from Cowan Engineering be provided to all council members.

**ITEM NO. 7** on the agenda was **CONSIDERATION, DISCUSSION, AND POSSIBLE ADOPTION OF RESOLUTION NO. 1685, A RESOLUTION OF THE CITY OF BETHANY, OKLAHOMA (THE "CITY") APPROVING THE INCURRENCE OF INDEBTEDNESS BY THE BETHANY-WARR ACRES PUBLIC WORKS AUTHORITY (THE "AUTHORITY") ISSUING ITS UTILITY SYSTEM REVENUE NOTE, SERIES 2023 (THE "NOTE"); PROVIDING THAT THE ORGANIZATIONAL DOCUMENT CREATING THE AUTHORITY IS SUBJECT TO THE PROVISIONS OF THE INDENTURE AUTHORIZING THE ISSUANCE OF THE NOTE; WAIVING COMPETITIVE BIDDING WITH RESPECT TO THE SALE OF THE NOTE AND APPROVING THE PROCEEDINGS OF THE AUTHORITY PERTAINING TO THE SALE OF THE NOTE; AUTHORIZING AND DIRECTING THE EXECUTION OF ALL DOCUMENTS RELATING TO THE TRANSACTION; AND CONTAINING OTHER PROVISIONS RELATING THERETO. (ELIZABETH GRAY, CITY MANAGER) THIS ITEM WAS TABLED FROM THE 12/19/2023 REGULAR CITY COUNCIL MEETING.**

Motion was made by Council Member Palmer, seconded by Council Member Powell to suspend the rules for purpose of discussion. Yes votes: Powell, McPhail, and Palmer. No votes: Plank, Smart, Magirowsky, Knapp, Larsen, and Lloyd. Motion failed.

Motion was made by Council Member Magirowsky to approve Resolution No. 1685 as presented.

Council Member Palmer called for a Point of Order stating that because Mayor Lloyd and Council Member Magirowsky are on the Bethany-Warr Acres Public Works Authority (BWA-PWA) they have a conflict related to the vote on this agenda item and be excluded.

City Attorney Jones stated his opinion that there is no conflict of interest because the mayor and other members were appointed by this council to be the designated representatives to the BWA-PWA. Furthermore, a super-majority vote is required in order to approve this item and without the appointed BWA-PWA trustees that would be impossible to achieve.

Jon Wolff with Municipal Finance Services answered questions.

Motion was made by Council Member Magirowsky, seconded by Council Member Larsen to approve Resolution No. 1685 as presented. Yes votes: Plank, Smart, Magirowsky, Larsen, Lloyd, Powell, and Knapp. No votes: McPhail and Palmer. Motion passed.

**ITEM NO. 8** on the agenda **CONSIDERATION AND POSSIBLE ADOPTION OF RESOLUTION NO. 1686, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BETHANY, OKLAHOMA, PERTAINING TO DISCRIMINATION IN PROVISION OF HOUSING AS PROVIDED IN STATE AND FEDERAL LAW. (ELIZABETH GRAY, CITY MANAGER)**

Motion was made by Council Member Palmer, seconded by Council Member Smart to approve Resolution No. 1686 as presented. Yes votes: Lloyd, Powell, Plank, Smart, McPhail, Magirowsky, Knapp, Larsen, and Palmer. No votes: None. Motion passed.

**ITEM NO. 9** on the agenda **CONSIDERATION AND POSSIBLE APPROVAL OF ORDINANCE NO. 2051, AN ORDINANCE AMENDING SECTION 158.03 ENTITLED, REHEARINGS.” TO ALLOW REHEARINGS AT ANY TIME WHERE THE APPLICANT CAN SHOW A MATERIAL CHANGE IN THE FACTS OF THE CASE AS DISCUSSED BY THE CITY ATTORNEY DURING THE NOVEMBER 21, 2023, MEETING UPDATING COUNCIL ON THE PROCEDURE FOR ZONING ORDINANCE REPEAL CONCERNING 3900 AND 3904 REDMOND AVENUE. (RAY JONES, CITY ATTORNEY)**

- A. PRESENTATION BY STAFF AND/OR INTERESTED PARTY.**
- B. CONSIDERATION AND POSSIBLE ACTION TO APPROVE OF ORDINANCE NO. 2051, ON READING BY TITLE ONLY.**
- C. MOTION TO APPROVE SECTIONS 1-2 OF ORDINANCE NO. 2051.**

Motion was made by Council Member Palmer, seconded by Council Member Plank to approve Ordinance No. 2051 on reading by title only and Sections 1-2 as presented. Yes votes: Powell, Smart, McPhail, Plank, Magirowsky, Lloyd, Larsen, Palmer, and Knapp. No votes: None. Motion passed.

- D. MOTION TO APPROVE SECTION 3 OF ORDINANCE NO. 2051, THE EMERGENCY SECTION.**

Motion was made by Council Member Magirowsky, seconded by Council Member Knapp to approve Section 3 of Ordinance No. 2051 the emergency section, as presented. Yes votes: Plank, Smart, Larsen, Knapp, Palmer, Lloyd, McPhail, and Magirowsky. No votes: Powell. Motion passed.

**ITEM NO. 10** on the agenda **PUBLIC HEARING ITEM: CONSIDERATION AND POSSIBLE APPROVAL TO REPEAL ORDINANCE NO. 2046, AN ORDINANCE AMENDING THE ZONING ORDINANCES, MAP, AND COMPREHENSIVE PLAN OF THE CITY OF BETHANY, OKLAHOMA BY INCLUDING IN R-2, TWO-FAMILY RESIDENTIAL DISTRICT, THE PROPERTY LOCATED AT 3900 AND 3904 N REDMOND AVENUE IN BETHANY OKLAHOMA. (MARILYN MCPHAIL, COUNCIL MEMBER)**

- A. STAFF COMMENTS.**

**B. PUBLIC COMMENTS.**

No public comments.

**C. POSSIBLE ACTION TO REPEAL ORDINANCE NO. 2046, AN ORDINANCE AMENDING THE ZONING ORDINANCES, MAP, AND COMPREHENSIVE PLAN OF THE CITY OF BETHANY, OKLAHOMA BY INCLUDING IN R-2, TWO-FAMILY RESIDENTIAL DISTRICT, THE PROPERTY LOCATED AT 3900 AND 3904 N REDMOND AVENUE IN BETHANY OKLAHOMA.**

Motion was made by Council Member Magirowsky, seconded by Council Member Smart to repeal Ordinance No. 2046 as presented. Yes votes: Magirowsky, Smart, McPhail, Plank, Lloyd, Powell, Palmer, Larsen, and Knapp. No votes: None. Motion passed.

**ITEM NO. 11 on the agenda CONSIDERATION, DISCUSSION, AND POSSIBLE ACTION ON ORDINANCE NO. 2052, AN ORDINANCE AMENDING TITLE XI ENTITLED BUSINESS REGULATIONS, SECTION 110.01 ENTITLED LICENSE OR PERMIT REQUIRED AS AUTHORIZED NOVEMBER 7, 2023. (RAY JONES, CITY ATTORNEY)**

- A. PRESENTATION BY STAFF AND/OR INTERESTED PARTY.**
- B. CONSIDERATION AND POSSIBLE ACTION TO APPROVE OF ORDINANCE NO. 2052, ON READING BY TITLE ONLY.**
- C. MOTION TO APPROVE SECTIONS 1-3 OF ORDINANCE NO. 2052.**

Motion was made by Council Member Magirowsky, seconded by Council Member Smart to approve Ordinance No. 2052 on reading by title only and Sections 1-3, as presented. Yes votes: Powell, Larsen, Knapp, Palmer, Plank, McPhail, Smart and Magirowsky. No votes: None. Motion passed.

**ITEM NO. 12 on the agenda APPROVAL OF ORDINANCE NO. 2053 AN ORDINANCE CODIFYING THE REPEAL OF SECTION 157.34 COMPLETE STREETS OCCURRING AT THE DECEMBER 5, 2023, REGULAR COUNCIL MEETING. (RAY JONES, CITY ATTORNEY)**

- A. PRESENTATION BY STAFF AND/OR INTERESTED PARTY.**
- B. CONSIDERATION AND POSSIBLE ACTION TO APPROVE OF ORDINANCE NO. 2053, ON READING BY TITLE ONLY.**
- C. MOTION TO APPROVE SECTIONS 1-2 OF ORDINANCE NO. 2053.**
- D. MOTION TO APPROVE SECTION 3 OF ORDINANCE NO. 2053, THE EMERGENCY SECTION.**

Motion was made by Council Member Palmer, seconded by Magirowsky to table this item until the next council meeting. Yes votes: Larsen,

Lloyd, Knapp, Powell, Palmer, Plank, Smart, McPhail, and Magirowsky. No votes: None. Motion approved.

**ITEM NO. 13** on the agenda **DISCUSSION, CONSIDERATION, AND POSSIBLE APPROVAL OF A SOCIAL MEDIA POLICY FOR ELECTED OFFICIALS. (KEN SMART, COUNCIL MEMBER)**

City Attorney Jones stated he would welcome any contributions of the council with respect to fine tuning any proposed policy of the council.

Motion was made by Council Member Plank, seconded by Council Member Smart to table this item to a later meeting for further discussion and input from the council members to our city attorney. Yes votes: Magirowsky, Larsen, Lloyd, Knapp, Palmer, Plank, Smart, and McPhail. No votes: Powell. Motion passed.

**ITEM NO. 14** on the agenda **DISCUSSION ON MARILYN MCPHAIL'S OPEN RECORD REQUEST REGARDING MAYOR LLOYD'S EMAILS AND TEXT MESSAGES WITH THE CITY ATTORNEY INVOLVING MY AGENDA ITEMS AND FACEBOOK POSTS. (MARILYN MCPHAIL, COUNCIL MEMBER)**

Council Member Knapp asked for a Point of Order stating this item did not pertain to city business and asked to strike it from the agenda, Council Member Plank seconded the motion to strike this item from the agenda.

Council Member McPhail interrupted the proceedings. Mayor Lloyd advised Council Member McPhail she did not have the floor.

Council Member Palmer called for a "Point of Order" two times. Mayor Lloyd advised Council Member Palmer he also did not have the floor. Mayor Lloyd called for the vote. Council Member Palmer continued speaking and interrupting the proceedings.

City Attorney Jones advised that there was already a Point of Order and subsequent procedural motion made to strike the item in process. Council Member Palmer called Point of Order again.

Mayor Lloyd called for the vote, again. Council Member Palmer continued to talk out of turn, against the advice of the city attorney. Council Member McPhail uttered an obscenity. Mayor Lloyd told Council Member Palmer he was out of order and to stop talking because he was disrupting the proceedings. Council Member Palmer then tasked if he should call for a censure of the Mayor for not following the rules. Council Member Mayor Lloyd called for the vote.

Yes votes: Knapp, Larsen, Lloyd, Plank, Smart, and Magirowsky. No votes: Palmer and McPhail. Abstain: Powell. Motion passed.

Council Member McPhail continued speaking out of turn during the roll call vote.

**ITEM NO. 15** on the agenda **DISCUSSION REGARDING COMPLIANCE WITH THE OPEN MEETINGS ACT NOTICE REQUIREMENTS SUBSEQUENT TO EXECUTIVE SESSIONS. (MARILYN MCPHAIL, COUNCIL MEMBER)**

Council Member McPhail uttered an obscenity.

Mayor Lloyd again warned Council Members McPhail and Palmer to stop disrupting the proceedings or they will be removed.

Council Member McPhail was given the floor to speak. Mayor Lloyd advised that her comments were not related to Item 15.

Mayor Lloyd opened the floor for discussion of Item 15.

Council Member McPhail proceeded to speak again without having the floor. Mayor Lloyd restated to Council Member McPhail that she did not ask to speak. Council Member McPhail apologized and asked for the floor.

Council Member McPhail was concerned that there was an Open Meeting Act violation after attending a seminar discussing a case of Wilson vs. City of Tecumseh.

City Attorney Jones spoke with the attorneys involved with the case, as well as discussed the matter with the OMAG Legal Department, all of whom gave the opinion that there was no violation of the Open Meetings Act. The City Attorney advised that approving the amended contract of the City Manager on today's agenda would have cured any defect if one had even existed.

No action taken.

**ITEM NO. 16** on the agenda was **NEW BUSINESS (AS DEFINED BY THE OKLAHOMA OPEN MEETING ACT § 311 (A) (9) AS "MATTERS NOT KNOWN ABOUT OR WHICH COULD NOT HAVE REASONABLY BEEN FORESEEN PRIOR TO THE TIME OF POSTING THE AGENDA")**.

None

**ITEM NO. 17** on the agenda was the **CITY ATTORNEY'S REPORT**.

City Attorney Jones gave a quick overview of his last two weeks of work for the city.

**ITEM NO. 18** on the agenda was the **CITY MANAGER'S REPORT**.

**A. BUDGET SCHEDULE**

Finance Director Michael Vaughn informed the council of the FY2025 budget schedule.

City Manager Gray reported the following:

City Offices were closed on Monday, January 1<sup>st</sup>. Trash makeup day will be tomorrow, Wednesday, January 3<sup>rd</sup>. For the 2024 sanitation schedule, please see the website.

Free residential landfill day is this Saturday, January 6<sup>th</sup>.

City offices will be closed Monday, January 15<sup>th</sup> for Martin Luther King, Jr. Day. Trash makeup day will be Wednesday, January 17<sup>th</sup>.

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

Residents and businesses will see an increase on their utility bills beginning with this month's billing. For more information see the city website, social media, or the November newsletter. Staff is conducting an educational campaign regarding utility assistance by 211.

Remember to get your special event permits, if needed.

**ITEM NO. 19** on the agenda was **COUNCIL MEMBERS' ANNOUNCEMENTS, COMMENTS, AND PROPOSALS.**

Each Council Member was given the opportunity to comment.

Council Member Palmer requested an item pertaining to the revision of the BWA-PWA Operations and Maintenance Contract with Bethany Public Works Authority be placed on the next agenda for discussion.

**ITEM NO. 20** on the agenda was **ADJOURN UNTIL JANUARY 16, 2024.**

Mayor Lloyd adjourned the Bethany City Council meeting at 8:37 P.M.

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MAYOR

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CITY CLERK

## BETHANY CITY COUNCIL

**From:** Michael Vaughn, Finance Director  
**Date:** January 11, 2024  
**Subject:** Claims list for the 01/16/2024 City Council Meeting

### GENERAL OPERATIONS FUND

FUND	AMOUNT
General Operations Fund	\$ 84,673.14
Public Safety Fund	\$ 5,923.24
Capital Improvement Fund	\$ 35,942.36
Federal Grant Fund	\$ 401,040.00
2022A GO Bond	\$ 43,431.71
Municipal Court Fund	\$ 6,857.01
<b>TOTAL</b>	<b>\$ 577,867.46</b>

### ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 577,867.46
Bethany Public Works Authority	\$ 434,214.72
Bethany Hospital Trust	\$ -
Bethany Development Authority	\$ -
<b>TOTAL</b>	<b>\$ 1,012,082.18</b>

### RECOMMENDATION

1. Approve claims as presented.



P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A NON-DEPARTMENTAL						
24-49558	10-005216	PERDUE BRANDON FIELDER COLLDEC 2023 COLLECTION RPT		1/2024	DEC--23	1,390.65
DEPARTMENT TOTAL:						1,390.65
DEPARTMENT: 01.0 MANAGEMENT						
24-48126	10-004660	MOTHER NATURE'S INC.	PEST INSIDE/OUTSIDE	1/2024	1430993	120.00
24-49579	10-004790	HARVEY JANITORIAL SALES	15 BAGS OF ICE MELT	1/2024	213130	147.30
24-48170	10-005084	JAN-PRO CLEANING SYSTEMS	CH CLEANING SVC.	1/2024	INV27628	813.00
24-49031	10-005156	COX COMMUNICATIONS INC.	PHONES, INTERNET	1/2024	20231231	1,455.13
24-48301	10-005373	CARD SERVICES/PI	74 AZUARE MICROSOFT LIC.	1/2024	E0300QH82G- JAN	456.00
24-48399	10-005373	CARD SERVICES/PI	INDEED ADS	1/2024	87363086	18.37
24-48991	10-005373	CARD SERVICES/PI	MICROSOFT BUSINESS LICENS	1/2024	E0300QH8R	512.50
24-48257	10-005519	CRAWFORD & ASSOCIATES, P.C.	AUDIT PREP/FINANCIAL SVC	1/2024	17851	3,980.00
24-48194	10-005851	LYTLE, SOULE' & FELTY, P.C.	ATTORNEY MNTLY CONTRACT	1/2024	208034	5,000.00
24-48195	10-005851	LYTLE, SOULE' & FELTY, P.C.	ATTORNEY OUTSIDE CONTRACT	1/2024	208036	1,979.50
24-48296	10-1068	ONG	MNTHLY SVC	1/2024	20231218	599.35
24-49575	10-1085	OKLAHOMA MUNICIPAL ASSURANC	GEN LIABILITY/AUTO	1/2024	20240116	1,123.23
24-48079	10-2274	OZARKA WATER COMPANY	MO RENTAL/WATER	1/2024	0992577	32.89
24-48400	10-2448	MARGARET MCMORROW-LOVE	LEGAL SVC	1/2024	20231229	176.00
24-48167	10-3196	IMAGENET CONSULTING, LLC	MONTHLY SVC IT	1/2024	INV791029	7,657.50
DEPARTMENT TOTAL:						24,070.77
DEPARTMENT: 02.0 FINANCE						
24-48313	10-0596	FUZZELL'S BUSINESS	SHARP COPIER MAINTENANCE	1/2024	MM98716	9.21
DEPARTMENT TOTAL:						9.21
DEPARTMENT: 03.0 COURT						
24-49031	10-005156	COX COMMUNICATIONS INC.	PHONES, INTERNET	1/2024	20231231	437.35
24-48342	10-006123	CHRISTOPHER T. STEIN	CITY PROSECUTOR FEE	1/2024	231206	1,947.00
24-48296	10-1068	ONG	MNTHLY SVC	1/2024	20231218	135.61
24-49575	10-1085	OKLAHOMA MUNICIPAL ASSURANC	GEN LIABILITY/AUTO	1/2024	20240116	802.31
DEPARTMENT TOTAL:						3,322.27

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 05.0		POLICE				
24-48066	10-004660	MOTHER NATURE'S INC.	Spraying for Bugs Monthly	1/2024	1430992	60.00
24-48134	10-004789	TRADS, INC	Monthly Usage	1/2024	DEC POLICE	75.00
24-49579	10-004790	HARVEY JANITORIAL SALES	15 BAGS OF ICE MELT	1/2024	213130	147.30
24-49031	10-005156	COX COMMUNICATIONS INC.	PHONES, INTERNET	1/2024	20231231	1,365.53
24-49528	10-005373	CARD SERVICES/P1	Cleaning Supplies	1/2024	20231228	281.56
24-49546	10-005373	CARD SERVICES/P1	Office Supplies	1/2024	5529047	120.33
24-48562	10-0465	OK DEPT OF PUBLIC SAFETY	OLETS	1/2024	LET-012894	495.00
24-48282	10-1063	OG&E	MNTHLY SVC	1/2024	20231221	20.94
24-48296	10-1068	ONG	MNTHLY SVC	1/2024	20231218	1,063.73
24-49575	10-1085	OKLAHOMA MUNICIPAL ASSURANC	GEN LIABILITY/AUTO	1/2024	20240116	11,472.96
24-48628	10-1551	UNITED ENGINES, LLC	Generator Inspection	1/2024	4129223	265.00
24-49082	10-1622	WESTLAKE ACE HARDWARE	Supplies for AC Floors	1/2024	3503799	180.35
24-48716	10-1717	JOHN REID	Coffee Pot Reimbursement	1/2024	0242649	32.54
24-49509	10-1726	BETHANY COUNTRY STORE	DOG FOOD AND CAT LITER	1/2024	20231222	450.00
24-49515	10-1922	ADAMS WINDOW TINTING LLC	Window Tint Dodge	1/2024	12324	280.00
24-49547	10-2081	LYNN PEAVEY COMPANY	Meth Test Kits	1/2024	406421	173.82
24-48405	10-2274	OZARKA WATER COMPANY	Yearly Water for Shelter	1/2024	0992603	9.99
24-48406	10-2274	OZARKA WATER COMPANY	Yealry Water for Range	1/2024	0992094	13.99
24-48059	10-3342	JANI-KING OF OKLAHOMA, INC.	PD Cleaning	1/2024	OKC01240110	1,774.66
24-49071	10-4090	AT&T MOBILITY	FirstNet	1/2024	12192023	1,665.63
24-48068	10-4388	ISG TECHNOLOGY, LLC	Prevntion Security	1/2024	ISG351108	1,204.00
24-49505	10-4388	ISG TECHNOLOGY, LLC	VEEAM Renewal	1/2024	ISG351491	249.48
DEPARTMENT TOTAL:						21,401.81
DEPARTMENT: 06.0		FIRE				
24-49031	10-005156	COX COMMUNICATIONS INC.	PHONES, INTERNET	1/2024	20231231	699.01
24-49568	10-006052	LARRISON ELECTRICL SERVICES	FD GENERATOR MAINTENANCE	1/2024	20866	614.00
24-48282	10-1063	OG&E	MNTHLY SVC	1/2024	20231221	118.52
24-48296	10-1068	ONG	MNTHLY SVC	1/2024	20231218	606.15
24-49575	10-1085	OKLAHOMA MUNICIPAL ASSURANC	GEN LIABILITY/AUTO	1/2024	20240116	1,979.02
24-49585	10-1165	CONRAD FIRE EQUIPMENT	LADDER-1 WHEEL HUB REPAIR	1/2024	572487	222.74
24-49234	10-4168	MYDER INC.	YEARLY LADDER TEST	1/2024	ML05056	1,294.85
DEPARTMENT TOTAL:						5,534.29

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 07.0		COMMUNITY DEV				
24-49355	10-004996	GOODYEAR COMMERCIAL TIRE & NEW TIRES INSPECTOR CAR		1/2024	255-1028853	343.72
24-49349	10-005373	CARD SERVICES/P1	SCANNER/CAMERA/READER	1/2024	5039434	952.07
24-49473	10-005373	CARD SERVICES/P1	LASER JET PRINTER	1/2024	4042641	133.44
24-48313	10-0596	FUZZELL'S BUSINESS	SHARP COPIER MAINTENANCE	1/2024	MM98716	9.21
24-49575	10-1085	OKLAHOMA MUNICIPAL ASSURANCEN LIABILITY/AUTO		1/2024	20240116	802.31
24-49553	10-1530	THE TRIBUNE	PUBLICATION	1/2024	20231229	23.35
24-49582	10-3348	COUNTY CLERK OKLA COUNTY	LIEN RELEASE	1/2024	20240108	18.00
24-49126	10-3527	GEARWORKS	COB STICKERS CODE	1/2024	8922	200.00
DEPARTMENT TOTAL:						2,482.10
DEPARTMENT: 08.1		PUBLIC WORKS - ADMIN				
24-49031	10-005156	COX COMMUNICATIONS INC.	PHONES, INTERNET	1/2024	20231231	456.34
24-48296	10-1068	ONG	MNTHLY SVC	1/2024	20231218	551.87
24-49575	10-1085	OKLAHOMA MUNICIPAL ASSURANCEN LIABILITY/AUTO		1/2024	20240116	294.18
DEPARTMENT TOTAL:						1,302.39
DEPARTMENT: 08.2		PUBLIC WORKS - STREETS				
24-48191	10-004688	TLS GROUP, INC.	SIGNAL LIGHT MAINTENANCE	1/2024	0124-1807	480.00
24-49031	10-005156	COX COMMUNICATIONS INC.	PHONES, INTERNET	1/2024	20231231	454.18
24-49089	10-005350	FORCE PERSONNEL	TEMP HELP	1/2024	76859	2,849.75
24-49131	10-006114	READING TRUCK EQUIPMENT, LL#1500&#2000 CARTRIDGE		1/2024	J410004280	694.20
24-49506	10-0482	DOLESE BROS. CO.	PALLET OF PORTLAND	1/2024	MA23016042	439.25
24-49485	10-0694	HASKELL LEMON CONST CO	4 TONS OF ASPHALT	1/2024	6611	411.20
24-49492	10-0694	HASKELL LEMON CONST CO	4.5 TONS ASPHALT	1/2024	6635	380.00
24-48282	10-1063	OG&E	MNTHLY SVC	1/2024	20231221	14,255.48
24-49575	10-1085	OKLAHOMA MUNICIPAL ASSURANCEN LIABILITY/AUTO		1/2024	20240116	1,310.43
24-49489	10-1501	T & W TIRE LLC	TIRE REPAIR	1/2024	1090140152	206.85
24-49584	10-1622	WESTLAKE ACE HARDWARE	9 CANS OF DEICER	1/2024	3503935	59.31
24-49514	10-2123	HOME DEPOT CREDIT SVCS	LED LIGHT FOR STREETS	1/2024	021489/7023370	104.00
24-49566	10-2530	IMPROVED CONSTRUCTION METHOSAW BLADE		1/2024	043662	150.00
DEPARTMENT TOTAL:						21,794.65

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08.4 PUBLIC WORKS - MAINT						
24-49581	10-005624	RAY ALBRIGHT STEEL PRODUCTS	STEEL FOR WASHBARN GRATES	1/2024	24-557	181.75
24-49575	10-1085	OKLAHOMA MUNICIPAL ASSURANCE	GEN LIABILITY/AUTO	1/2024	20240116	80.23
24-49213	10-2305	HOIDALE CO INC	DIESEL PROBE	1/2024	114374	558.50
DEPARTMENT TOTAL:						820.48
DEPARTMENT: 08.5 PUBLIC WORKS - PARKS						
24-48189	10-0006	A WELDORS SUPPLY	WELDING TANK RENTAL	1/2024	265316	24.80
24-49579	10-004790	HARVEY JANITORIAL SALES	15 BAGS OF ICE MELT	1/2024	213130	147.30
24-49031	10-005156	COX COMMUNICATIONS INC.	PHONES, INTERNET	1/2024	20231231	29.61
24-49042	10-005350	FORCE PERSONNEL	TEMP HELP	1/2024	76730	1,853.51
24-48282	10-1063	OG&E	MNTHLY SVC	1/2024	20231221	369.82
24-48296	10-1068	ONG	MNTHLY SVC	1/2024	20231218	39.25
24-49575	10-1085	OKLAHOMA MUNICIPAL ASSURANCE	GEN LIABILITY/AUTO	1/2024	20240116	80.23
DEPARTMENT TOTAL:						2,544.52
FUND TOTAL:						84,673.14

FUND: 021- PUBLIC SAFETY FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 99.0		NON-DEPARTMENTAL				
24-49430	10-004459	AXON ENTERPRISE, INC.	Batteries	1/2024	INUS210061	828.24
24-49275	10-004536	APPLIED CONCEPTS, INC.	2 Stalker Dual Radars	1/2024	431222	4,860.00
24-48052	10-004789	TRADS, INC	DEC 2023	1/2024	DEC. 2023	170.00
24-48312	10-1715	TYLER TECHNOLOGIES	NOTIFICATION CALLS	1/2024	025-450884	65.00
DEPARTMENT TOTAL:						5,923.24
FUND TOTAL:						5,923.24

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	1/2024	12394	11,447.00
24-48277	10-1765	ROLL OFFS OF AMERICA INC	302YRD REAR LOAD DUMPSTER	1/2024	0057543	18,165.00
24-49592	10-2978	OKLA DEPT OF COMMERCE	CDBG WATER LINE RFD	1/2024	20240110	6,330.36
DEPARTMENT TOTAL:						35,942.36
FUND TOTAL:						35,942.36

FUND: 035- FEDERAL GRANT FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
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DEPARTMENT: 41.0		Well and Wellfield Proj.				
24-48514	10-005900	TEIM DESIGN GROUP, PLLC	ARPA WELL AND WELLFIELD	1/2024	12399	401,040.00
DEPARTMENT TOTAL:						401,040.00
FUND TOTAL:						401,040.00

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		Projects				
24-49027	10-005900	TEIM DESIGN GROUP, PLLC	PROP 1A/B SIGNALIZATION	1/2024	12393	13,000.50
24-49357	10-005932	LIPPERT BROTHERS, INC.	PROP 3A FIRE STATION	1/2024	PAY APP #1	30,431.21
DEPARTMENT TOTAL:						43,431.71
FUND TOTAL:						43,431.71

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A		NON-DEPARTMENTAL				
24-49555	10-1869	CLEET	DEC 2023 CLEET REPORT	1/2024	DEC 2023	2,290.48
24-49556	10-1970	OSBI	DEC 2023 AFIS REPORT	1/2024	DEC 2023	2,326.18
24-49557	10-1970	OSBI	DEC 2023 FORENSIC RPT	1/2024	DEC-23	2,235.35
24-49559	10-4235	OKLA BUREAU OF NARCOTICS	DEC 2023 OBN REPORT	1/2024	DEC--2023	5.00
DEPARTMENT TOTAL:						6,857.01
FUND TOTAL:						6,857.01
GRAND TOTAL:						1,012,082.18

**BETHANY CITY COUNCIL**

**From:** Elizabeth Gray, City Manager  
**Date:** January 16, 2024  
**Subject:** Public Improvement – Routine Item: Oklahoma Department of Environmental Quality (ODEQ) Permit to construct ARPA Well Field Rehabilitation and Improvements  
  
**Item:** ODEQ Permit No. WL000055230801

**Description:** Accepting Oklahoma Department of Environmental Quality Permit No. WL000055230801 for the construction of two (2) new raw water wells, Well Nos. 26 and 27, 4,220 linear feet of eight (8) inch PVC potable waterline, 1,320 linear feet of six (6) inch PVC potable waterline, 155 linear feet of four (4) inch PVC potable waterline, and all appurtenances, and the rehabilitation of Well Nos. 2, 5, 9, 15, 16, 25, 212, 213, and eleven (11) well houses;

Alternative 1 bid for the construction of new raw water well, Well No. 8, 375 linear feet of eight (8) inch PVC potable waterline, 20 linear feet of six (6) inch PVC potable waterline, 75 linear feet of four (4) inch PVC potable waterline, and all appurtenances, and the rehabilitation of one (1) well house;

Alternative 2 bid for the construction of two (2) new raw water wells, Well Nos. 17 and 18, 150 linear feet of four (4) inch PVC potable waterline, and all appurtenances, and the rehabilitation of two (2) well houses. to serve the City of Bethany Well Field Rehabilitation and Improvements, Oklahoma County, Oklahoma.

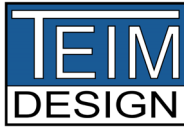
**RECOMMENDATION**

- 1. Accept ODEQ Permit No. WL000055230801 for the construction of the ARPA Well Field Rehabilitation and Improvements.



**ADDITIONAL COMMENTS**

The above matters are on the consent docket due to the routine administrative functions and normally require no council discussion. If you would like further information on any item, you may request that it be removed from the consent docket and considered separately.



TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

January 4, 2024

To: Elizabeth Gray  
From: Patrick Garrett  
Subject: City of Bethany Well Field Rehabilitation and Improvements  
ODEQ Permit No. WL000055230801

The attached referenced ODEQ permit needs to be placed on the City Council agenda for acceptance. We recommend the City Council item read as follows:

Accepting Oklahoma Department of Environmental Quality Permit No. WL000055230801 for the construction of two (2) new raw water wells, Well Nos. 26 and 27, 4,220 linear feet of eight (8) inch PVC potable waterline, 1,320 linear feet of six (6) inch PVC potable waterline, 155 linear feet of four (4) inch PVC potable waterline, and all appurtenances, and the rehabilitation of Well Nos. 2, 5, 9, 15, 16, 25, 212, 213, and eleven (11) well houses;

Alternative 1 bid for the construction of new raw water well, Well No. 8, 375 linear feet of eight (8) inch PVC potable waterline, 20 linear feet of six (6) inch PVC potable waterline, 75 linear feet of four (4) inch PVC potable waterline, and all appurtenances, and the rehabilitation of one (1) well house;

Alternative 2 bid for the construction of two (2) new raw water well, Well Nos. 17 and 18, 150 linear feet of four (4) inch PVC potable waterline, and all appurtenances, and the rehabilitation of two (2) well houses. to serve the City of Bethany Well Field Rehabilitation and Improvements, Oklahoma County, Oklahoma.

Let me know if you need additional information.

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December 18, 2023

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

Re: Permit No. WW000055230801  
City of Bethany Well Field Rehabilitation and Improvements - Well Nos. 26 & 27  
PWSID No. 2005519

Dear Ms. Gray:

Enclosed is Permit No. WW000055230801 for the construction of two (2) new raw water wells, Well Nos. 26 and 27, 4,220 linear feet of eight (8) inch PVC potable waterline, 1,320 linear feet of six (6) inch PVC potable waterline, 155 linear feet of four (4) inch PVC potable waterline, and all appurtenances, and the rehabilitation of Well Nos. 2, 5, 9, 15, 16, 25, 212, 213, and eleven (11) well houses;

with an alternative 1 bid for the construction of new raw water well, Well No. 8, 375 linear feet of eight (8) inch PVC potable waterline, 20 linear feet of six (6) inch PVC potable waterline, 75 linear feet of four (4) inch PVC potable waterline, and all appurtenances, and the rehabilitation of one (1) well house;

with an alternative 2 bid for the construction of two (2) new raw water well, Well Nos. 17 and 18, 150 linear feet of four (4) inch PVC potable waterline, and all appurtenances, and the rehabilitation of two (2) well houses. to serve the City of Bethany Well Field Rehabilitation and Improvements - Well Nos. 26 & 27, Oklahoma County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on December 18, 2023. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Bethany, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,



Arya Simon, P.E.  
Construction Permit Section  
Water Quality Division

AS/RC/md

Enclosure

c: Zachary McIntosh, Regional Manager, DEQ  
OKLAHOMA CITY DEQ OFFICE  
Patrick James Garrett, PE, Triad Design Group

PERMIT No. WW000055230801

WATER WELL

PWSID No. 2005519

PERMIT TO CONSTRUCT

December 18, 2023

Pursuant to O.S. 27A 2-6-401, the City of Bethany is hereby granted this Tier I Permit to construct two (2) new raw water wells, Well Nos. 26 and 27, 4,220 linear feet of eight (8) inch PVC potable waterline, 1,320 linear feet of six (6) inch PVC potable waterline, 155 linear feet of four (4) inch PVC potable waterline, and all appurtenances, and the rehabilitation of Well Nos. 2, 5, 9, 15, 16, 25, 212, 213, and eleven (11) well houses;

with an alternative 1 bid for the construction of new raw water well, Well No. 8, 375 linear feet of eight (8) inch PVC potable waterline, 20 linear feet of six (6) inch PVC potable waterline, 75 linear feet of four (4) inch PVC potable waterline, and all appurtenances, and the rehabilitation of one (1) well house;

with an alternative 2 bid for the construction of two (2) new raw water well, Well Nos. 17 and 18, 150 linear feet of four (4) inch PVC potable waterline, and all appurtenances, and the rehabilitation of two (2) well houses. to serve the City of Bethany Well Field Rehabilitation and Improvements - Well Nos. 26 & 27, located in NE/4 of Section 18, T-12-N, R-4-W, Oklahoma County, Oklahoma, in accordance with the plans approved on December 18, 2023

By acceptance of this permit, the permittee agrees to operate and maintain the facility in accordance with the Public Water Supply Operation rules (OAC 252:631) and to comply with the State Certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 3) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 4) That the Oklahoma Department of Environmental Quality shall be kept informed of occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 5) That the issuing of this permit does not relieve the responsible parties from any damage which may occur as the result of the location and operation of the well(s) in this area.

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PERMIT No. WW000055230801

WATER WELL

PWSID No. 2005519

PERMIT TO CONSTRUCT

- 6) That chemical and radiological analyses of the water will be furnished to this Department before the water is served to the public, to assure that it meets the requirements of the Federal Safe Drinking Water Act and Oklahoma Department of Environmental Quality Rules.
- 7) That before placing this facility into service, at least two samples of the water, taken on two (2) consecutive days, shall be tested for bacteria to show that it is safe for drinking purposes.
- 8) That the permittee will retain permanent control of an area at least 50 feet in all directions from the well, in order to preclude any construction or action which will subject the well to the danger of pollution.
- 9) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.
- 10) That the water well(s) not be placed in operation until written approval is granted by this Department.
- 11) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 12) That the water leaving the well will be non-corrosive as determined by a calcium carbonate saturation index (Langelier index), and if full time chlorination is required, the water shall contain at least 1.0 mg/l free chlorine or 2.0 mg/l combined.
- 13) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 14) That this well shall not be placed in service until a permit to take water is obtained from the Oklahoma Water Resources Board.
- 15) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.
- 16) That water lines shall be located at least fifteen (15) feet from all parts of septic tanks and absorption fields, or other sewage treatment and disposal systems.
- 17) That whenever plastic pipe is approved and used for potable water, it shall bear the seal of the National Sanitation Foundation and meet the appropriate commercial standards.

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PERMIT No. WW000055230801

WATER WELL

PWSID No. 2005519

PERMIT TO CONSTRUCT

- 18) That the gravel used in packing the well shall be properly washed and disinfected in accordance with Public Water Supply Construction Standards OAC 252:626-7-4(d).
- 19) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Public Water Supply Construction Standards OAC 252:626-19-2(8)(A) and OAC 252:626-19-2(8)(B), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested using the ASTM air test procedure with no detectable leakage prior to backfilling, in accordance with the standards for Water Pollution Control Facility Construction OAC 252:656-5-4(c)(3).

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.



AS

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Rocky Chen, P.E., Engineering Manager, Construction Permit Section  
Water Quality Division

**ORDINANCE NO. 2053**

AN ORDINANCE REPEALING SECTION 157.34 TO THE BETHANY CODE OF ORDINANCES ENTITLED COMPLETE STREETS.

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

SECTION 1. SECTION 157.34 COMPLETE STREETS is hereby repealed. Section 157.34 of the Bethany Code of Ordinances is hereby held [Reserved]

SECTION 2. If any part, article, section, or subsection of this ordinance shall be held invalid or unconstitutional for any reason, such holding shall not be construed to impair or invalidate the remainder of said ordinance, notwithstanding such holding.

\*\*\*END\*\*\*

The foregoing ordinance was introduced before the Bethany City Council on the \_\_\_\_ day of \_\_\_\_\_, 202\_\_, and was duly adopted and approved by the Mayor and City Council on the \_\_\_\_ day of \_\_\_\_\_, 202\_\_, and after compliance with notice requirements of the Open Meeting Law (25 OSA, Sections 301, et seq.)

ATTEST:

MAYOR

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

\_\_\_\_\_  
MAYOR

Approved as to form and legality on \_\_\_\_\_, 202\_\_\_\_\_.

CITY ATTORNEY

\_\_\_\_\_

**BETHANY CITY COUNCIL**

From: Elizabeth Gray, City Manager  
Date: January 19, 2024  
Subject: Discussion and possible approval of Amendment No. 3 to the Engineering Contract for the 2022 G. O. Bond Proposition 1 Projects for Construction Inspection

BACKGROUND

On August 23, 2022, citizens of Bethany passed General Obligation Bond, Proposition 1.

On November 15, 2022, the City entered into an Engineering Services design contract with TEIM Design for:

Proposition 1-D Peniel Ave. from N.W. 39<sup>th</sup> to N.W. 42<sup>nd</sup> Street  
Proposition 1-E N.W. 30<sup>th</sup> Street from N. Rockwell Ave. to Peniel Ave.  
Proposition 1-F N. Mueller Ave. from N.W. 44<sup>th</sup> Street to N.W. 50<sup>th</sup> Street  
Proposition 1-G N. Divis from N.W. 36<sup>th</sup> to N.W. 39<sup>th</sup> Street  
Proposition 1-H Peniel Ave. from N.W. 25<sup>th</sup> Street to N.W. 30<sup>th</sup> Street

On April 4, 2023, the City entered into an Engineering Services design contract with TEIM Design for:

Proposition 1-A 23<sup>rd</sup> Street and Rockwell Signalization Improvements  
Proposition 1-B 36<sup>th</sup> Street and Rockwell Signalization Improvements

Staff recommends approval of the attached amendment to increase the contract by an hourly amount not to exceed \$150,000 for construction inspection services for Proposition 1 projects.

RECOMMENDATION

1. Approve Amendment No. 3 of the Engineering Contract between the City of Bethany and TEIM Design for Construction Inspection Services for the 2022 G. O. Bond Proposition 1 projects.

ADDITIONAL COMMENTS

This project will be funded by GO Bond Proceeds from Proposition 1.



**AMENDMENT NO. 3 ENGINEERING CONTRACT**

**CITY OF BETHANY**

This Amendment is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the City of Bethany, OK, herein called the "City", and TEIM Design, herein called the "Engineer".

**WITNESSETH:**

**WHEREAS**, the City and the Engineer entered into an agreement on December 20, 2022, to provide City Engineering Services for the City.

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

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

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

**WHEREAS**, the new project tasks shall be as follows;

Task Project	Construction Inspection Services for 2022 G.O. Bond Proposition 1 projects		
	Construction Inspection	\$150,000	Hourly not to exceed

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

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

**For the original contract:**

Not to exceed \$135,000 for engineering services

**For Amendment No. 1:**

Not to exceed \$20,000 for engineering services

**For Amendment No.2:**

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

**For Amendment No 3:**

Not to exceed \$150,000 for construction inspection services

**Total Amended Contract**

Not to exceed \$330,409.50

WHEREAS, both parties agree to amend said contract

IN WITNESS WHEREOF, this Amendment was executed and approved by the Engineer  
this \_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:  
State of Oklahoma  
County of Oklahoma

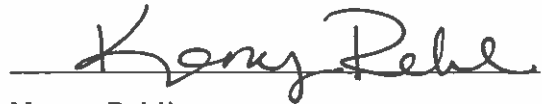
TEIM Design, PLLC.



\_\_\_\_\_  
President

This instrument was acknowledged before me on this 3rd day of  
January 2024, by Joe Davis, P.E. as President of TEIM  
Design, PLLC.

My Commission Expires/Commission Number:



Notary Public

10-4-27 / 19010036 Seal



IN WITNESS WHEREOF, this Amendment was approved and executed by the City of Bethany  
this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

City of Bethany

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

\_\_\_\_\_  
Mayor

**BETHANY CITY COUNCIL**

**From:** Elizabeth Gray, City Manager  
**Date:** January 19, 2024  
**Subject:** Discussion and possible approval awarding the engineering and design contract for G.O. Bond Proposition 1-C for traffic signalization at the intersection of N.W. 36<sup>th</sup> and N. Council Road to TEIM Design.

**BACKGROUND**

On August 23, 2022, citizens of Bethany passed General Obligation Bond, Proposition 1, that included a project for improvements to the signal at the intersection of N.W. 36<sup>th</sup> and N. Council Road.

The Scope of Services for this portion of the project will include all necessary services to furnish complete detailed construction plans and bidding documents for the intersection. The total cost of the pre-construction services is \$50,000 which will be paid by GO Bond Proceeds.

**RECOMMENDATION**

1. Approval to award the Engineering Contract for Proposition 1-C Traffic Signalization at N.W. 36<sup>th</sup> and Council Road to TEIM Design and authorize the Mayor to sign the document on behalf of the City of Bethany.

**ADDITIONAL COMMENTS**

This project will be funded by GO Bond Proceeds from Proposition 1.



**CITY OF BETHANY, OKLAHOMA  
ENGINEERING CONTRACT**

This contract entered into between the City of Bethany, Oklahoma, hereinafter called the "City"; and TEIM Design, PLLC., 3020 NW 149<sup>th</sup> Street, Oklahoma City, Oklahoma, hereinafter called the "Engineer", this \_\_\_\_\_ day of January 2024 for the purpose of providing engineering services and preparing contract documents for Proposition 1-C Traffic Signalization at NW 36<sup>th</sup> Street and Council Road, hereinafter referred to as the PROJECT;

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

Engineer shall serve as City's professional engineering representative in those phases of the PROJECT to which this agreement applies and will give consideration and advice to City during the performance of their services.

**SECTION 1**

**A. BASIC SERVICES OF ENGINEER**

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

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

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

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

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

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

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

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

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

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

7. Indemnity

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

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

9. Preliminary Design Phase

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

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

10. Final Design Phase

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

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

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

## 11. Advertising and Bidding Phase

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

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

## 12. Construction Phase

During the Construction Phase, the Engineer shall:

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

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

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

## SECTION 2

### CITY RESPONSIBILITIES

#### The City Shall:

1. To pay a total fee based on hourly rates or lump sum amount. The total fee for provided services are presented on EXHIBIT "A".  
  
Said payments to be made based on monthly invoices for hours worked or percent complete on lump sum project.
2. Provide full information as to their requirements for the project.
3. Assist the Engineer by placing at their disposal all available information pertinent to the project including previous reports and any other data relative to design and construction of the PROJECT.

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

### SECTION 3

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

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

IN WITNESS WHEREOF, this Contract was executed and approved by the Engineer this \_\_\_\_\_ day of January 2024.

TEIM DESIGN, PLLC.

ATTEST:



STATE OF OKLAHOMA )  
 ) SS  
COUNTY OF OKLAHOMA )

\_\_\_\_\_  
President

This instrument was acknowledged before me on this 3rd day of January 2024, by Joe Davis, P.E., as President of TEIM Design, PLLC.

My Commission Expires/Commission Number: Kerry Rehl  
Notary Public

10-4-27 / 19010036 (Seal)



IN WITNESS WHEREOF, this Contract was approved and executed by the City of Bethany this \_\_\_\_\_ day of January 2024.

THE CITY OF BETHANY

ATTEST:

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

\_\_\_\_\_  
Mayor

**EXHIBIT "A"**  
**Scope of Services**

CITY OF BETHANY  
Proposition 1-C, NW 36<sup>th</sup> Street and Council Road

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

- Proposition 1-C Traffic Signalization at NW 36<sup>th</sup> Street and Council Road  
The total cost of engineering services for Proposition 1-C is \$50,000 lump sum.

The total cost of engineering services for Proposition 1-C Traffic Signalization at NW 36<sup>th</sup> Street and Council Road is \$50,000 lump sum.

**EXHIBIT "B"**

**Compensation for Hourly Engineering Services & Payments**

**Compensation.**

- A. The Engineer shall be compensated at the following hourly rates for Project Engineering services performed.

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

**Payments.**

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

**BETHANY CITY COUNCIL**

From: Elizabeth Gray, City Manager  
Date: January 16, 2024  
Subject: Approval of Contract with TLS Group, Inc. for Traffic Signalization Improvements for NW 23rd and N. Rockwell (G. O. Bond Proposition 1-A) and NW 36<sup>th</sup> and N. Rockwell (G. O. Bond Proposition 1-B)

BACKGROUND

On August 23, 2022, citizens of Bethany passed General Obligation Bond, Proposition 1, that included Proposition 1-A for Traffic Signalization Improvements for NW 23<sup>rd</sup> and Rockwell, and also Proposition 1-B for Traffic Signalization Improvements for NW 36<sup>th</sup> and Rockwell.

On April 24, 2023, the City of Bethany entered into a contract for engineering and design services with TEIM Design, LLC. Bids were opened on December 21, 2023. City engineers, TEIM Design, recommend award to TLS Group, Inc. for the amount of \$819,400.88.

RECOMMENDATION

1. Approval of construction contract for Traffic Signalization Improvements for NW 23<sup>rd</sup> and N. Rockwell (G. O. Bond Proposition 1-A) and NW 36<sup>th</sup> and N. Rockwell (G. O. Bond Proposition 1-B) for the amount of \$819,400.88.

ADDITIONAL COMMENTS

The project will be funded by GO Bond Proposition 1





TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

January 8, 2024

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

Re: Traffic Signalization and Pedestrian Improvements  
G.O. Bond Proposition 1-A – NW 23<sup>rd</sup> and N. Rockwell Avenue  
G.O. Bond Proposition 1-B – NW 36<sup>th</sup> and N. Rockwell Avenue

Dear Ms. Gray,

Attached for your review and disposition please find the BID Tabulation for the above-mentioned project. The bids were received, December 21, 2023, and all bid bonds and affidavits were found to be in order. All the bids were tabulated correctly. The total bids are as follows:

TLS Group, Inc.	\$819,400.88
Traffic Signals Inc.	\$820,250.55
Midstate Traffic Control, Inc.	\$889,864.50
Engineer's Estimate	\$715,651.89

Therefore, we recommend the award of the contract to TLS Group, Inc. for the total bid price in the amount of \$819,400.88.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'RW', written over a horizontal line.

Robbie Williams, PE

Attachment: Contract, Bonds, and Insurance Certificate  
Bid Tab

TRAFFIC SIGNALIZATION AND PEDESTRIAN IMPROVEMENTS GO Bond Prop. 1A 1B

GENERAL PAY QUANTITIES - BASE BID - PART A

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	Engineers Estimate		TLS Group, Inc		Traffic Signals, Inc		Midstate Traffic Control, Inc	
				UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL
202(H) 2900	EARTHWORK	LSUM	1.0	\$5,000.00	\$5,000.00	\$3,270.00	\$3,270.00	\$2,750.00	\$2,750.00	\$3,125.00	\$3,125.00
220 1100	SWPPP DOCUMENTATION AND MANAGEMENT	LSUM	1.0	\$2,000.00	\$2,000.00	\$1,960.00	\$1,960.00	\$3,000.00	\$3,000.00	\$1,875.00	\$1,875.00
230(A) 7200	SOLID SLAB SODDING	SY	16.0	\$5.00	\$80.00	\$13.00	\$208.00	\$12.00	\$192.00	\$12.50	\$200.00
303(A) 1200	AGGREGATE BASE TYPE A	CY	29.0	\$80.00	\$2,320.00	\$196.00	\$5,684.00	\$175.00	\$5,075.00	\$187.50	\$5,437.50
407(B) 7300	TACK COAT	GAL	27.0	\$4.00	\$108.00	\$10.50	\$283.50	\$10.00	\$270.00	\$10.00	\$270.00
411(B) 1330	SUPERPAVE, TYPE S3 (PG 64-22 OK)	TON	43.0	\$120.00	\$5,160.00	\$262.00	\$11,266.00	\$250.00	\$10,750.00	\$250.00	\$10,750.00
411(D) 1530	SUPERPAVE, TYPE S5 (PG 64-22 OK)	TON	23.0	\$130.00	\$2,990.00	\$392.00	\$9,016.00	\$350.00	\$8,050.00	\$375.00	\$8,625.00
609(B) 4375	2'-8" COMB. CRB. & GUT. (8' BARRIER)	LF	134.0	\$38.00	\$5,092.00	\$98.00	\$13,132.00	\$100.00	\$13,400.00	\$93.75	\$12,562.50
610(A) 5200	4" CONCRETE SIDEWALK	SY	102.0	\$70.00	\$7,140.00	\$235.00	\$23,970.00	\$200.00	\$20,400.00	\$225.00	\$22,950.00
610(I) 6000	TACTILE WARNING DEVICE-NEW	SF	62.0	\$40.00	\$2,480.00	\$65.50	\$4,061.00	\$75.00	\$4,650.00	\$62.50	\$3,875.00
619(A) 6200	REMOVAL OF STRUCTURES & OBSTRUCTIONS	LSUM	1.0	\$2,000.00	\$2,000.00	\$3,270.00	\$3,270.00	\$2,750.00	\$2,750.00	\$3,125.00	\$3,125.00
619(B) 6376	REMOVAL OF CONCRETE PAVING W/ASPHALT OVERLAY	SY	153.0	\$20.00	\$3,060.00	\$32.50	\$4,972.50	\$30.00	\$4,590.00	\$31.25	\$4,781.25
619(B) 6400	REMOVAL OF CURB	LF	146.0	\$10.00	\$1,460.00	\$32.50	\$4,745.00	\$30.00	\$4,380.00	\$31.25	\$4,562.50
619(B) 6404	REMOVAL OF SIDEWALK	SY	89.0	\$30.00	\$2,670.00	\$32.50	\$2,892.50	\$30.00	\$2,670.00	\$31.25	\$2,781.25
619(C) 6600	SAWING PAVEMENT	LF	288.0	\$3.00	\$864.00	\$13.00	\$3,744.00	\$12.00	\$3,456.00	\$12.50	\$3,600.00
641 2110	MOBILIZATION	LSUM	1.0	\$26,000.00	\$26,000.00	\$11,500.00	\$11,500.00	\$26,500.00	\$26,500.00	\$15,000.00	\$15,000.00
642(B) 3300	CONSTRUCTION STAKING LEVEL II	LSUM	1.0	\$2,000.00	\$2,000.00	\$3,270.00	\$3,270.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00
802(B) 0324	2" PVC SCH. 40 PLASTIC CONDUIT TRENCHED	LF	80.0	\$12.80	\$1,024.00	\$33.50	\$2,680.00	\$20.00	\$1,600.00	\$20.00	\$1,600.00
802(B) 0328	3" PVC SCH. 40 PLASTIC CONDUIT BORED	LF	310.0	\$38.40	\$11,904.00	\$45.50	\$14,105.00	\$50.00	\$15,500.00	\$45.00	\$13,950.00
802(B) 0332	3" PVC SCH. 40 PLASTIC CONDUIT TRENCHED	LF	40.0	\$16.91	\$676.40	\$42.00	\$1,680.00	\$35.00	\$1,400.00	\$25.00	\$1,000.00
803(A) 1210	PULL BOX (SIZE I)	EA	3.0	\$968.64	\$2,905.92	\$1,390.00	\$4,170.00	\$1,225.00	\$3,675.00	\$1,500.00	\$4,500.00
803(A) 1220	PULL BOX (SIZE II)	EA	1.0	\$1,104.87	\$1,104.87	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00
804(A) 2200	STRUCTURAL CONCRETE	CY	0.9	\$976.26	\$878.63	\$2,700.00	\$2,430.00	\$980.00	\$882.00	\$2,000.00	\$1,800.00
804(B) 2300	REINFORCING STEEL	LB	86.8	\$2.62	\$227.42	\$2.30	\$199.64	\$3.00	\$260.40	\$5.00	\$434.00
805(A) 3256	(PL) REMOVAL OF TRAFFIC SIGNAL EQUIPMENT	LSUM	1.0	\$8,320.00	\$8,320.00	\$3,400.00	\$3,400.00	\$3,500.00	\$3,500.00	\$8,000.00	\$8,000.00
805(D) 3500	(PL) REMOVE & RESET TRAF. SIG. EQUIPMENT	LSUM	1.0	\$4,325.91	\$4,325.91	\$508.00	\$508.00	\$2,500.00	\$2,500.00	\$9,500.00	\$9,500.00
806(B) 4408	10' MTG. HT. TS PED. POLE (G. STL.)	EA	2.0	\$962.73	\$1,925.46	\$1,160.00	\$2,320.00	\$1,215.00	\$2,430.00	\$1,500.00	\$3,000.00
811 9120	1/C NO. 6 ELECT. COND.	LF	200.0	\$2.87	\$574.00	\$2.30	\$460.00	\$2.00	\$400.00	\$4.00	\$800.00
811 9130	1/C NO. 10 ELECT. COND.	LF	1970.0	\$1.46	\$2,876.20	\$1.40	\$2,758.00	\$2.00	\$3,940.00	\$2.50	\$4,925.00
825 8100	TRAFFIC SIGNAL CONTROLLER ASSEMBLY	EA	1.0	\$49,000.00	\$49,000.00	\$34,730.00	\$34,730.00	\$25,000.00	\$25,000.00	\$54,112.00	\$54,112.00
828 0110	(PL) DETECTION SYSTEM (RADAR)	LSUM	1.0	\$80,000.00	\$80,000.00	\$93,400.00	\$93,400.00	\$79,000.00	\$79,000.00	\$88,430.00	\$88,430.00
830 2100	PEDESTRIAN PUSH BUTTON	EA	8.0	\$1,947.38	\$15,579.04	\$1,640.00	\$13,120.00	\$1,250.00	\$10,000.00	\$1,200.00	\$9,600.00
831 3116	1WAY 2SEC. ADJ. PED. SIG. HD. S-20	EA	8.0	\$735.60	\$5,884.80	\$734.00	\$5,872.00	\$840.00	\$6,720.00	\$800.00	\$6,400.00
831 3120	1WAY 3SEC. ADJ. SIG. HD. S-6	EA	8.0	\$1,310.00	\$10,480.00	\$851.00	\$6,808.00	\$890.00	\$7,120.00	\$950.00	\$7,600.00
831 3144	1WAY 4SEC. ADJ. SIG. HD. S-13	EA	4.0	\$1,980.00	\$7,920.00	\$990.00	\$3,960.00	\$1,190.00	\$4,760.00	\$1,200.00	\$4,800.00
833 5100	BACKPLATE	EA	12.0	\$231.87	\$2,782.44	\$157.00	\$1,884.00	\$235.00	\$2,820.00	\$300.00	\$3,600.00
834(A) 6205	5/C TRAFFIC SIGNAL ELECTRICAL CABLE	LF	4730.0	\$2.97	\$14,048.10	\$4.00	\$18,920.00	\$6.00	\$28,380.00	\$5.00	\$23,650.00
834(A) 6210	7/C TRAFFIC SIGNAL ELECTRICAL CABLE	LF	765.0	\$3.19	\$2,440.35	\$6.00	\$4,590.00	\$7.00	\$5,355.00	\$6.50	\$4,972.50
834(A) 6235	21/C TRAFFIC SIGNAL ELECTRICAL CABLE	LF	1955.0	\$6.81	\$13,313.55	\$9.00	\$17,595.00	\$8.00	\$15,640.00	\$8.00	\$15,640.00
834(B) 6300	2/C SHIELDED LOOP DETECTOR LEAD-IN CABLE	LF	120.0	\$3.17	\$380.40	\$2.00	\$240.00	\$9.00	\$1,080.00	\$3.00	\$360.00
840(B) 0300	E.P.S. OPTICAL DETECTOR	EA	4.0	\$1,600.00	\$6,400.00	\$1,140.00	\$4,560.00	\$760.00	\$3,040.00	\$750.00	\$3,000.00
840(C) 0400	E.P.S. OPTICAL DETECTOR CABLE	LF	2250.0	\$1.79	\$4,027.50	\$2.80	\$6,300.00	\$2.55	\$5,737.50	\$3.00	\$6,750.00
840(D) 0510	E.P.S. 4 CHANNEL PHASE SELECTOR	EA	1.0	\$3,500.00	\$3,500.00	\$3,440.00	\$3,440.00	\$4,225.00	\$4,225.00	\$3,500.00	\$3,500.00
850(C) 1400	MAST ARM MOUNTED SIGNS (ALUM.)	SF	106.0	\$63.45	\$6,725.70	\$48.50	\$5,141.00	\$75.00	\$7,950.00	\$85.00	\$9,010.00
856(A) 8216	TRAFFIC STRIPE (MULTI-POLY.) (24" WIDE)	LF	575.0	\$6.93	\$3,984.75	\$19.50	\$11,212.50	\$25.00	\$14,375.00	\$20.00	\$11,500.00
857(F) 9700	PAVEMENT MRKNG. REMOVAL (TRAF. STRP)	LF	575.0	\$1.47	\$845.25	\$1.30	\$747.50	\$15.00	\$8,625.00	\$4.00	\$2,300.00
880(J) 7110	CONSTRUCTION TRAFFIC CONTROL	LSUM	1.0	\$15,000.00	\$15,000.00	\$8,770.00	\$8,770.00	\$9,500.00	\$9,500.00	\$9,500.00	\$9,500.00
				<b>BASE BID PART A</b>	<b>\$344,648.69</b>		<b>\$384,745.14</b>		<b>\$392,797.90</b>		<b>\$424,753.50</b>

GENERAL PAY QUANTITIES - BASE BID - PART B

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	Engineers Estimate		TLS Group, Inc		Traffic Signals, Inc		Midstate Traffic Control, Inc	
				UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL
202(H) 2900	EARTHWORK	LSUM	1.0	\$5,000.00	\$5,000.00	\$3,270.00	\$3,270.00	\$2,750.00	\$2,750.00	\$3,125.00	\$3,125.00
220 1100	SWPPP DOCUMENTATION AND MANAGEMENT	LSUM	1.0	\$2,000.00	\$2,000.00	\$1,960.00	\$1,960.00	\$3,000.00	\$3,000.00	\$1,875.00	\$1,875.00
221(H) 2900	(PL) TEMPORARY INLET SEDIMENT FILTER	EA	7.0	\$350.00	\$2,450.00	\$654.00	\$4,578.00	\$600.00	\$4,200.00	\$625.00	\$4,375.00
230(A) 7200	SOLID SLAB SODDING	SY	30.0	\$5.00	\$150.00	\$13.00	\$390.00	\$12.00	\$360.00	\$12.50	\$375.00
303(A) 1200	AGGREGATE BASE TYPE A	CY	57.0	\$80.00	\$4,560.00	\$196.00	\$11,172.00	\$175.00	\$9,975.00	\$187.50	\$10,687.50
407(B) 7300	TACK COAT	GAL	57.0	\$4.00	\$228.00	\$10.50	\$598.50	\$10.00	\$570.00	\$10.00	\$570.00
411(B) 1330	SUPERPAVE, TYPE S3 (PG 64-22 OK)	TON	92.0	\$120.00	\$11,040.00	\$249.00	\$22,908.00	\$250.00	\$23,000.00	\$237.50	\$21,850.00
411(D) 1530	SUPERPAVE, TYPE S5 (PG 64-22 OK)	TON	50.0	\$130.00	\$6,500.00	\$360.00	\$18,000.00	\$350.00	\$17,500.00	\$343.75	\$17,187.50
609(B) 4375	2'-8" COMB. CRB. & GUT. (8' BARRIER)	LF	254.0	\$38.00	\$9,652.00	\$98.00	\$24,892.00	\$100.00	\$25,400.00	\$93.75	\$23,812.50
610(A) 5200	4" CONCRETE SIDEWALK	SY	142.0	\$70.00	\$9,940.00	\$235.00	\$33,370.00	\$200.00	\$28,400.00	\$225.00	\$31,950.00
610(I) 6000	TACTILE WARNING DEVICE-NEW	SF	88.0	\$40.00	\$3,520.00	\$65.50	\$5,764.00	\$75.00	\$6,600.00	\$62.50	\$5,500.00
619(A) 6200	REMOVAL OF STRUCTURES & OBSTRUCTIONS	LSUM	1.0	\$2,000.00	\$2,000.00	\$3,270.00	\$3,270.00	\$2,750.00	\$2,750.00	\$3,125.00	\$3,125.00
619(B) 6376	REMOVAL OF CONCRETE PAVING W/ASPHALT OVERLAY	SY	275.0	\$20.00	\$5,500.00	\$32.50	\$8,937.50	\$30.00	\$8,250.00	\$31.25	\$8,593.75
619(B) 6400	REMOVAL OF CURB	LF	252.0	\$10.00	\$2,520.00	\$32.50	\$8,190.00	\$30.00	\$7,560.00	\$31.25	\$7,875.00
619(B) 6404	REMOVAL OF SIDEWALK	SY	123.0	\$30.00	\$3,690.00	\$32.50	\$3,997.50	\$30.00	\$3,690.00	\$31.25	\$3,843.75
619(C) 6600	SAWING PAVEMENT	LF	427.0	\$3.00	\$1,281.00	\$13.00	\$5,551.00	\$12.00	\$5,124.00	\$12.50	\$5,337.50
641 2110	MOBILIZATION	LSUM	1.0	\$31,204.91	\$31,204.91	\$15,500.00	\$15,500.00	\$26,500.00	\$26,500.00	\$15,000.00	\$15,000.00
642(B) 3300	CONSTRUCTION STAKING LEVEL II	LSUM	1.0	\$2,000.00	\$2,000.00	\$3,270.00	\$3,270.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00
802(B) 0324	2" PVC SCH. 40 PLASTIC CONDUIT TRENCHED	LF	125.0	\$12.33	\$1,541.25	\$33.50	\$4,187.50	\$20.00	\$2,500.00	\$20.00	\$2,500.00
802(B) 0328	3" PVC SCH. 40 PLASTIC CONDUIT BORED	LF	300.0	\$38.52	\$11,556.00	\$45.50	\$13,650.00	\$50.00	\$15,000.00	\$45.00	\$13,500.00
802(B) 0332	3" PVC SCH. 40 PLASTIC CONDUIT TRENCHED	LF	80.0	\$16.91	\$1,352.80	\$42.00	\$3,360.00	\$35.00	\$2,800.00	\$25.00	\$2,000.00
803(A) 1210	PULL BOX (SIZE I)	EA	3.0	\$968.64	\$2,905.92	\$1,390.00	\$4,170.00	\$1,225.00	\$3,675.00	\$1,500.00	\$4,500.00
803(A) 1220	PULL BOX (SIZE II)	EA	1.0	\$1,104.87	\$1,104.87	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00
804(A) 2200	STRUCTURAL CONCRETE	CY	3.15	\$976.26	\$3,075.22	\$2,700.00	\$8,505.00	\$980.00	\$3,087.00	\$2,000.00	\$6,300.00
804(B) 2300	REINFORCING STEEL	LB	303.8	\$2.46	\$747.35	\$2.30	\$698.74	\$3.00	\$911.40	\$5.00	\$1,519.00
805(A) 3256	(PL) REMOVAL OF TRAFFIC SIGNAL EQUIPMENT	LSUM	1.0	\$8,320.00	\$8,320.00	\$3,40					

## CONSTRUCTION CONTRACT

This Contract is made and entered into on the 16th day of January, 2024 by and between the City of Bethany, an Oklahoma Municipal Corporation, hereinafter called "City," and TLS Group, Inc. hereinafter called "Contractor."

### WITNESSETH:

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

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

**TRAFFIC SIGNALIZATION AND PEDESTRIAN IMPROVEMENTS**  
**G.O. BOND PROPOSITION 1-A - NW 23<sup>RD</sup> AND N. ROCKWELL AVENUE AND**  
**G.O. BOND PROPOSISITON 1-B - NW 36<sup>TH</sup> AND N. ROCKWELL AVENUE**

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

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

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

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

**Eight hundred nineteen thousand four hundred dollars and eighty eight cents, (\$819,400.88).**

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

1. Incorporation of Bidding Documents. This Contract hereby incorporates, as if fully set out herein, the Plans, Specifications, General Provisions, Special Provisions, Contractor's Proposal and any and all Addendums issued. All of these documents have been provided to and/or by the Contractor and are on file in the Office of the City Clerk of the City of Bethany. Hereinafter, these documents shall be collectively referred to as "Bidding Documents."

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

8. Notices. Whenever a notice is required to be given in writing and under the terms of this Contract, or any extension hereunder, such notice shall either be hand-delivered or mailed by certified mail, return receipt requested, and directed to the respective parties at the following addresses:

If to the City:

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

If to Contractor:

TLS Group, Inc.  
P.O. Box 14788  
Oklahoma City, Oklahoma 73113

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

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

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

The City of Bethany,  
an Oklahoma Municipal Corporation

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

\_\_\_\_\_  
Date

(SEAL)

ATTEST:

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

Approved as to form:

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

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

TLS Group, Inc.

Contractor

a(n) Corporation



Signature

David N. Willis

Printed Name

C.O.O.

Title

ATTEST:

  
\_\_\_\_\_  
Secretary and/or Witness

NON-COLLUSION AFFIDAVIT

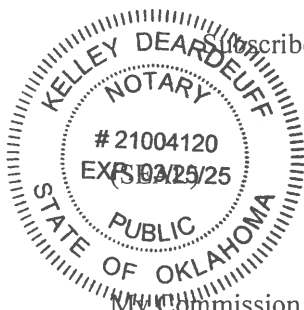
State of Oklahoma )  
 ) ss.  
County of Oklahoma )

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

[Signature]

Signature  
David N. Willis / c.o.o.  
Printed Name/Title

Subscribed and sworn to before me this 2<sup>nd</sup> day of January, 2024.



[Signature]  
Notary Public

My Commission Expires: 3/25/25  
My Commission Number: 21004120

**CONSTRUCTION BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, TLS Group Inc., as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto the CITY OF BETHANY of the State of Oklahoma and the State of Oklahoma, hereinafter referred to as the Government, in the full and just sum Of Eight hundred nineteen thousand four hundred dollars and eighty eight cents (\$819,400.88), for the payment of which, well and truly to be made, we and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 16th day of January, A.D., 2024.

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

**TRAFFIC SIGNALIZATION AND PEDESTRIAN IMPROVEMENTS  
G.O. BOND PROPOSITION 1-A - NW 23<sup>RD</sup> AND N. ROCKWELL AVENUE AND  
G.O. BOND PROPOSISITON 1-B - NW 36<sup>TH</sup> AND N. ROCKWELL AVENUE  
CITY OF BETHANY, OKLAHOMA**

and has entered into a certain written contract with the CITY OF BETHANY on the 16th day of January, 2024, for the erection and construction of said work and improvement all in compliance with the plans and specifications therefor, made a part of said contract and on file in the office of the City Clerk, and said contract is hereby made a part and parcel of this bond as if literally written herein.

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

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

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

TLS Group Inc.

ATTEST:

*Assistant* Kelley Zardouff  
Secretary

By [Signature]  
Principal



David N. Willis / C.O.O.

ATTEST:

Travelers Casualty and Surety Company of America  
One Tower Square, Hartford, CT 06183 (860)0 277-0111

[Signature]  
Secretary Kellie A. Meyer, Witness

By [Signature]  
Surety Mary T. Flahigan, Attorney-in-Fact

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

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

**MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, TLS Group Inc., as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto the CITY OF BETHANY of the State of Oklahoma, in the full and just sum of Eight hundred nineteen thousand four hundred dollars and eighty eight cents (\$819,400.88), such sum being equal to the contract amount for a period of one (1) year and thereafter for a period of one (1) year for the sum of One hundred twenty two thousand nine hundred ten dollars and nine cents (\$122,910.09), such sum being not less than 15% of the contract price, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 16th day of January, A.D., 2024.

The conditions of this obligation are such, that whereas, said Principal, has a certain contract between TLS Group Inc. and the CITY OF BETHANY dated this 16th day of January, 2024, agreed to construct in the City of Bethany:

**TRAFFIC SIGNALIZATION AND PEDESTRIAN IMPROVEMENTS  
G.O. BOND PROPOSITION 1-A - NW 23<sup>RD</sup> AND N. ROCKWELL AVENUE AND  
G.O. BOND PROPOSITION 1-B - NW 36<sup>TH</sup> AND N. ROCKWELL AVENUE  
CITY OF BETHANY, OKLAHOMA**

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

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

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

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

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

ATTEST:

TLS Group Inc.



*Assistant* Kelley Zardenuff  
Secretary

By [Signature]  
Principal

ATTEST:

David N. Willis, C.O.O.

Travelers Casualty and Surety Company of America  
One Tower Square, Hartford, CT 06183 (860)0 277-0111

[Signature]  
Secretary Kellie A. Meyer, Witness

By [Signature]  
Surety Mary T. Flanigan, Attorney-in-Fact

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

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

**STATUTORY BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, TLS Group Inc., as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto the STATE OF OKLAHOMA in the sum of Eight hundred nineteen thousand four hundred dollars and eighty eight cents (\$819,400.88), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 16th day of January, A.D., 20 24.

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

**TRAFFIC SIGNALIZATION AND PEDESTRIAN IMPROVEMENTS  
G.O. BOND PROPOSITION 1-A - NW 23<sup>RD</sup> AND N. ROCKWELL AVENUE AND  
G.O. BOND PROPOSISITON 1-B - NW 36<sup>TH</sup> AND N. ROCKWELL AVENUE  
CITY OF BETHANY, OKLAHOMA**

and has entered into a certain written contract with the CITY OF BETHANY on the 16th day of January, 2024, for the erection and construction of said work and improvement, in exact accordance with the bid of said Principal, and according to certain plans and specifications heretofore made, adopted and placed on file in the office of the City Clerk of the CITY OF BETHANY.

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

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

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

TLS Group Inc.



ATTEST:

By \_\_\_\_\_  
Principal

Travelers Casualty and Surety Company of America  
One Tower Square, Hartford, CT 06183 (860)0 277-0111

By \_\_\_\_\_  
Surety Mary T. Flanigan, Attorney-in-Fact

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

Assistant Secretary Kelley Jardenuff  
Secretary

ATTEST:

Kellie A. Meyer  
Secretary Kellie A. Meyer, Witness

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



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

**POWER OF ATTORNEY**

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

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



State of Connecticut

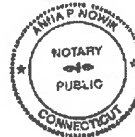
City of Hartford ss.

By:   
 Robert L. Raney, Senior Vice President

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

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

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



  
 Anna P. Nowik, Notary Public

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

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

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

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

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

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

Dated this **16th** day of **January**, 2024



  
 Kevin E. Hughes, Assistant Secretary

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



# CERTIFICATE OF LIABILITY INSURANCE

1/1/2025

DATE (MM/DD/YYYY)

1/2/2024

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

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

<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Hartford Fire Insurance Company		19682
<b>INSURER B :</b> Berkshire Hathaway Specialty Insurance Company		22276
<b>INSURER C :</b> Hartford Accident and Indemnity Company		22357
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

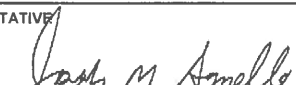
**INSURED**  
 1312716 TLS GROUP, INC.  
 13305 N. SANTA FE AVENUE  
 OKLAHOMA CITY OK 73114

**COVERAGES \*      CERTIFICATE NUMBER: 20160526      REVISION NUMBER: XXXXXXXX**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	N	N	37CSEQU1081	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	37CSEQU1082	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____	N	N	47-XSF-303166-08	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	37WNQU1080 37WNQU1083	1/1/2024 1/1/2024	1/1/2025 1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: TRAFFIC SIGNALIZATION AND PEDESTRIAN IMPROVEMENTS. G.O. BOND PROPOSITION 1-A - NW 23RD AND N. ROCKWELL AVENUE AND G.O. BOND PROPOSITION 1-B - NW 36TH AND N. ROCKWELL AVENUE.

<b>CERTIFICATE HOLDER</b>  <b>20160526</b> CITY OF BETHANY AN OKLAHOMA MUNICIPAL CORPORATION 6700 NW 36TH STREET BETHANY OK 73008	<b>CANCELLATION</b> See Attachment  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE: 
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TLS GROUP, INC.; 1312716



**20160526**

CITY OF BETHANY  
6700 NW 36TH STREET,  
BETHANY , OK 73008

**Dear Valued Client:**

In our continuing effort to provide timely certificate delivery, Lockton Companies is utilizing paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via the email below and reference Certificate ID: **20160526**. **You must reference this Certificate ID number in order for us to complete this process.**

- **Certificate ID: 20160526**
- **Email: kctsu@lockton.com**
- **Subject Line: TSU E-Delivery**

Signing up for this will **NOT** sign you up for any solicitation emails - your email will only be used to forward updated or renewal certificates direct from Lockton.

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

Please note that after February 2022, printed certificates will no longer be available.

If you no longer need this certificate, please contact us at the email address above, reference the Holder ID number and use this subject line: "Certificate Removal"

**NOTE: The above email is a collector email regarding electronic delivery of certificates only. Please do NOT send certificate requests or other insurance inquiries to this inbox as responses will be delayed or missed.**

Thank you for your cooperation and willingness in reducing our environmental footprint.

**Lockton Companies**  
**Technical Services Unit**

**BETHANY CITY COUNCIL**

**From:** Elizabeth Gray, City Manager  
**Date:** January 16, 2024  
**Subject:** Approval of Contract with All Roads Paving, Inc. for Pavement Improvement Project NW 30<sup>th</sup> from Rockwell to Peniel (G. O. Bond Proposition 1-E), Mueller from NW 44<sup>th</sup> to NW 50<sup>th</sup> (G. O. Bond Proposition 1-F) and Divis from NW 36<sup>th</sup> to NW 39<sup>th</sup> (G. O. Bond Proposition 1-G)

**BACKGROUND**

On August 23, 2022, citizens of Bethany passed General Obligation Bond, Proposition 1, that included Proposition 1-E for Pavement Improvements for NW 30<sup>th</sup> from Rockwell to Peniel, Proposition 1-F for Pavement Improvements for Mueller from NW 44<sup>th</sup> to NW 50<sup>th</sup>, and also Proposition 1-G for Pavement Improvements for Divis from NW 36<sup>th</sup> to NW 39<sup>th</sup>.

On November 15, 2022, the City of Bethany entered into a contract for engineering and design services with TEIM Design, LLC. Bids were opened on December 21, 2023. City engineers, TEIM Design, recommend award to All Roads Paving, Inc. for the amount of \$1,517,133.45.

**RECOMMENDATION**

1. Approval of Construction Contract with All Roads Paving, Inc. for Pavement Improvement Project NW 30<sup>th</sup> from Rockwell to Peniel (G. O. Bond Proposition 1-E), Mueller from NW 44<sup>th</sup> to NW 50<sup>th</sup> (G. O. Bond Proposition 1-F) and Divis from NW 36<sup>th</sup> to NW 39<sup>th</sup> (G. O. Bond Proposition 1-G) in the amount of \$1,517,133.45.

**ADDITIONAL COMMENTS**

The project will be funded by GO Bond Proposition 1





TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

January 8, 2024

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

Re: Pavement Improvement Projects  
G.O. Bond Proposition 1-E – NW 30<sup>th</sup> from Rockwell to Peniel  
G.O. Bond Proposition 1-F – Mueller from NW 44<sup>th</sup> to NW 50<sup>th</sup>  
G.O. Bond Proposition 1-G – Divis from NW 36<sup>th</sup> to NW 39<sup>th</sup>

Dear Ms. Gray,

Attached for your review and disposition please find the BID Tabulation for the above-mentioned project. The bids were received, December 21, 2023, and all bid bonds and affidavits were found to be in order. All the bids were tabulated correctly. The total bids are as follows:

All Roads Paving, Inc.	\$1,517,133.45
Parathon Construction, LLC	\$1,625,871.80
CGC, LLC	\$1,968,791.00
Rudy Construction Co.	\$2,139,295.00
SAC Services, Inc.	\$2,295,969.70
Engineers Estimate	\$2,253,923.50

Therefore, we recommend the award of the contract to All Roads Paving, Inc. for the total bid price in the amount of \$1,517,133.45.

Respectfully Submitted,

Robbie Williams, PE

Attachment: Contract, Bonds, and Insurance Certificate  
Bid Tab

PROP 1E - GENERAL PAY QUANTITIES - BASE BID-PART A				Engineers Estimate		All Roads Paving, Inc		Parathon Construction, LLC	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL
201(A) 1200	CLEARING AND GRUBBING	LSUM	1.0	\$10,000.00	\$10,000.00	\$3,450.00	\$3,450.00	\$5,500.00	\$5,500.00
202(H) 2900	EARTHWORK	LSUM	1.0	\$25,000.00	\$25,000.00	\$31,056.07	\$31,056.07	\$10,000.00	\$10,000.00
221(C) 2400	TEMPORARY SEDIMENT FILTER	EA	7.0	\$300.00	\$2,100.00	\$448.50	\$3,139.50	\$150.00	\$1,050.00
221(C) 2800	TEMPORARY SILT DIKE	LF	84.0	\$17.00	\$1,428.00	\$30.36	\$2,550.24	\$3.00	\$252.00
230(A) 7200	SOLID SLAB SODDING	SY	350.0	\$5.00	\$1,750.00	\$5.11	\$1,788.50	\$7.00	\$2,450.00
303(A) 1200	AGGREGATE BASE TYPE A	CY	997.0	\$75.00	\$74,775.00	\$75.28	\$75,054.16	\$80.00	\$59,820.00
310(B) 5300	SUBGRADE METHOD B	SY	5,991.0	\$10.00	\$59,910.00	\$2.99	\$17,883.19	\$2.95	\$17,643.95
325 0100	SEPARATOR FABRIC	SY	5,991.0	\$5.00	\$29,955.00	\$1.06	\$6,339.86	\$1.15	\$6,878.15
414(A) 5200	P.C. CONCRETE PAVEMENT (PLACEMENT)	SY	5,991.0	\$35.00	\$209,335.00	\$19.78	\$118,304.18	\$32.50	\$194,382.50
414(G) 5800	P.C. CONCRETE FOR PAVEMENT	CY	997.0	\$220.00	\$219,340.00	\$174.80	\$174,275.60	\$225.00	\$224,325.00
600(A) 4270	CONC CURB (6" BARRIER-INTEGRAL)	LF	96.0	\$18.00	\$1,728.00	\$35.58	\$3,415.68	\$9.00	\$864.00
619(B) 6200	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LSUM	1.0	\$10,000.00	\$10,000.00	\$3,450.00	\$3,450.00	\$3,500.00	\$3,500.00
619(B) 6380	REMOVAL OF CONCRETE PAVEMENT	SY	222.0	\$16.00	\$3,552.00	\$17.94	\$3,982.68	\$12.00	\$2,664.00
619(B) 6384	REMOVAL OF ASPHALT PAVEMENT	SY	5,673.0	\$15.00	\$85,095.00	\$6.15	\$34,888.95	\$10.00	\$56,730.00
619(B) 6400	REMOVAL OF CURB	LF	15.0	\$17.50	\$262.50	\$17.94	\$269.10	\$15.00	\$225.00
619(C) 6800	SAWING PAVEMENT	LF	2,899.0	\$5.50	\$15,944.50	\$3.11	\$9,015.89	\$3.00	\$8,697.00
642(B) 3300	CONSTRUCTION STAKING LEVEL II	LSUM	1.0	\$34,000.00	\$34,000.00	\$4,025.00	\$4,025.00	\$7,500.00	\$7,500.00
220 1100	SWPPP DOCUMENTATION AND MANAGEMENT	LSUM	1.0	\$8,000.00	\$8,000.00	\$3,910.92	\$3,910.92	\$2,500.00	\$2,500.00
641 2110	MOBILIZATION	LSUM	1.0	\$64,000.00	\$64,000.00	\$10,666.25	\$10,666.25	\$20,000.00	\$20,000.00
800(B) 8300	CONSTRUCTION SIGNS 0 TO 6 25 SF	SD	900.0	\$0.30	\$270.00	\$0.75	\$675.00	\$2.00	\$1,800.00
800(B) 8310	CONSTRUCTION SIGNS 6 26 TO 15 99 SF	SD	180.0	\$0.60	\$108.00	\$0.75	\$135.00	\$2.00	\$360.00
800(B) 8320	CONSTRUCTION SIGNS 16 00 TO 32 99 SF	SD	1,440.0	\$1.00	\$1,440.00	\$0.75	\$1,080.00	\$2.00	\$2,880.00
800(C) 6410	CONSTRUCTION BARRICADES (TYPE III)	SD	540.0	\$0.70	\$378.00	\$2.01	\$1,085.40	\$3.00	\$1,620.00
800(G) 8805	CHANNELIZER CONES	SD	2,430.0	\$0.40	\$972.00	\$0.98	\$2,381.40	\$1.50	\$3,645.00
<b>SUBTOTAL BASE BID PRICE-PART A</b>					<b>\$859,001.00</b>		<b>\$512,822.57</b>		<b>\$835,286.60</b>

PROP 1F - GENERAL PAY QUANTITIES - BASE BID- PART B				Engineers Estimate		All Roads Paving, Inc		Parathon Construction, LLC	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL
201(A) 1200	CLEARING AND GRUBBING	LSUM	1.0	\$10,000.00	\$10,000.00	\$3,450.00	\$3,450.00	\$5,500.00	\$5,500.00
202(H) 2900	EARTHWORK	LSUM	1.0	\$28,000.00	\$28,000.00	\$28,665.22	\$28,665.22	\$12,000.00	\$12,000.00
221(C) 2400	TEMPORARY SEDIMENT FILTER	EA	8.0	\$300.00	\$2,400.00	\$448.50	\$3,588.00	\$150.00	\$1,200.00
221(C) 2800	TEMPORARY SILT DIKE	LF	14.0	\$17.00	\$238.00	\$30.36	\$425.04	\$3.00	\$42.00
230(A) 7200	SOLID SLAB SODDING	SY	494.0	\$5.00	\$2,470.00	\$5.11	\$2,524.34	\$7.00	\$3,458.00
303(A) 1200	AGGREGATE BASE TYPE A	CY	883.0	\$75.00	\$66,225.00	\$72.84	\$64,317.72	\$60.00	\$52,980.00
310(B) 5300	SUBGRADE METHOD B	SY	5,297.0	\$10.00	\$52,970.00	\$2.99	\$15,838.03	\$2.95	\$15,626.15
325 0100	SEPARATOR FABRIC	SY	5,297.0	\$5.00	\$26,485.00	\$1.06	\$5,614.82	\$1.15	\$6,091.55
414(A) 5200	P.C. CONCRETE PAVEMENT (PLACEMENT)	SY	5,297.0	\$35.00	\$185,395.00	\$29.09	\$154,089.73	\$32.50	\$172,152.50
414(G) 5800	P.C. CONCRETE FOR PAVEMENT	CY	883.0	\$220.00	\$194,260.00	\$174.80	\$154,348.40	\$225.00	\$198,675.00
600(A) 4270	CONC CURB (6" BARRIER-INTEGRAL)	LF	73.0	\$16.00	\$1,168.00	\$42.74	\$3,120.02	\$8.00	\$584.00
600(B) 4310	COMBINED CURB & GUTTER (6" BARRIER)	LF	50.0	\$40.00	\$2,000.00	\$42.74	\$2,137.00	\$8.00	\$400.00
610(A) 5200	4" CONCRETE SIDEWALK	SY	28.0	\$70.00	\$1,960.00	\$101.02	\$2,828.52	\$90.00	\$2,520.00
611(G) 7782	INLET CI DES 20	EA	1.0	\$10,000.00	\$10,000.00	\$8,354.66	\$8,354.66	\$5,500.00	\$5,500.00
613(A) 5208	18" R C PIPE CLASS III	LF	14.0	\$110.00	\$1,540.00	\$110.76	\$1,550.64	\$100.00	\$1,400.00
619(B) 6200	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LSUM	1.0	\$10,000.00	\$10,000.00	\$3,450.00	\$3,450.00	\$3,500.00	\$3,500.00
619(B) 6380	REMOVAL OF CONCRETE PAVEMENT	SY	111.0	\$16.00	\$1,776.00	\$13.80	\$1,531.80	\$12.00	\$1,332.00
619(B) 6384	REMOVAL OF ASPHALT PAVEMENT	SY	5,258.0	\$15.00	\$78,870.00	\$4.54	\$23,871.32	\$10.00	\$52,580.00
619(B) 6400	REMOVAL OF CURB	LF	17.0	\$17.50	\$297.50	\$13.80	\$234.60	\$15.00	\$255.00
619(C) 6800	SAWING PAVEMENT	SY	25.0	\$16.00	\$400.00	\$13.80	\$345.00	\$10.00	\$250.00
642(B) 3300	CONSTRUCTION STAKING LEVEL II	LSUM	1.0	\$34,000.00	\$34,000.00	\$4,025.00	\$4,025.00	\$7,500.00	\$7,500.00
220 1100	SWPPP DOCUMENTATION AND MANAGEMENT	LSUM	1.0	\$8,000.00	\$8,000.00	\$3,450.00	\$3,450.00	\$2,500.00	\$2,500.00
641 2110	MOBILIZATION	LSUM	1.0	\$60,000.00	\$60,000.00	\$15,841.25	\$15,841.25	\$10,000.00	\$10,000.00
800(B) 8300	CONSTRUCTION SIGNS 0 TO 6 25 SF	SD	900.0	\$0.30	\$270.00	\$0.75	\$675.00	\$2.00	\$1,800.00
800(B) 8310	CONSTRUCTION SIGNS 6 26 TO 15 99 SF	SD	180.0	\$0.60	\$108.00	\$0.75	\$135.00	\$2.00	\$360.00
800(B) 8320	CONSTRUCTION SIGNS 16 00 TO 32 99 SF	SD	1,530.0	\$1.00	\$1,530.00	\$0.75	\$1,147.50	\$2.00	\$3,060.00
800(C) 6410	CONSTRUCTION BARRICADES (TYPE III)	SD	540.0	\$0.70	\$378.00	\$2.01	\$1,085.40	\$3.00	\$1,620.00
800(G) 8805	CHANNELIZER CONES	SD	3,070.0	\$0.40	\$1,228.00	\$0.98	\$3,028.60	\$1.50	\$4,605.00
<b>SUBTOTAL BASE BID PRICE- PART B</b>					<b>\$795,535.50</b>		<b>\$517,804.35</b>		<b>\$573,878.20</b>

PROP 1F - GENERAL PAY QUANTITIES - ADD ALT NO. 1 - PART B				Engineers Estimate		All Roads Paving, Inc		Parathon Construction, LLC	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL
610(A) 5200	4" CONCRETE SIDEWALK	SY	75.0	\$70.00	\$5,250.00	\$101.43	\$7,607.25	\$60.00	\$4,500.00
<b>SUBTOTAL ADD ALT NO 1 PRICE- PART B</b>					<b>\$5,250.00</b>		<b>\$7,607.25</b>		<b>\$4,500.00</b>

PROP 1G - GENERAL PAY QUANTITIES - BASE BID- PART C				Engineers Estimate		All Roads Paving, Inc		Parathon Construction, LLC	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL
201(A) 1200	CLEARING AND GRUBBING	LSUM	1.0	\$10,000.00	\$10,000.00	\$3,450.00	\$3,450.00	\$5,500.00	\$5,500.00
202(H) 2900	EARTHWORK	LSUM	1.0	\$15,000.00	\$15,000.00	\$31,055.52	\$31,055.52	\$7,000.00	\$7,000.00
221(B) 2300	TEMPORARY SILT FENCE	EA	467.0	\$5.00	\$2,335.00	\$2.90	\$1,354.30	\$2.00	\$934.00
230(A) 7200	SOLID SLAB SODDING	SY	412.0	\$5.00	\$2,060.00	\$5.11	\$2,105.32	\$7.00	\$2,884.00
303(A) 1200	AGGREGATE BASE TYPE A	CY	483.0	\$75.00	\$36,225.00	\$84.97	\$41,040.51	\$60.00	\$28,980.00
310(B) 5300	SUBGRADE METHOD B	SY	2,895.0	\$10.00	\$28,950.00	\$5.91	\$17,109.45	\$2.95	\$8,540.25
325 0100	SEPARATOR FABRIC	SY	2,895.0	\$5.00	\$14,475.00	\$1.06	\$3,068.70	\$1.15	\$3,329.25
414(A) 5200	P.C. CONCRETE PAVEMENT (PLACEMENT)	SY	2,895.0	\$35.00	\$101,325.00	\$35.84	\$103,756.80	\$32.50	\$94,087.50
414(G) 5800	P.C. CONCRETE FOR PAVEMENT	CY	483.0	\$220.00	\$106,260.00	\$174.80	\$84,428.40	\$225.00	\$108,675.00
619(B) 6200	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LSUM	1.0	\$10,000.00	\$10,000.00	\$3,450.00	\$3,450.00	\$3,500.00	\$3,500.00
619(B) 6384	REMOVAL OF ASPHALT PAVEMENT	SY	2,577.0	\$15.00	\$38,655.00	\$13.47	\$34,712.19	\$8.00	\$20,616.00
619(C) 6800	SAWING PAVEMENT	LF	784.0	\$5.50	\$4,312.00	\$3.11	\$2,438.24	\$3.00	\$2,352.00
642(B) 3300	CONSTRUCTION STAKING LEVEL II	LSUM	1.0	\$34,000.00	\$34,000.00	\$4,025.00	\$4,025.00	\$7,500.00	\$7,500.00
220 1100	SWPPP DOCUMENTATION AND MANAGEMENT	LSUM	1.0	\$8,000.00	\$8,000.00	\$3,910.92	\$3,910.92	\$2,500.00	\$2,500.00
641 2110	MOBILIZATION	LSUM	1.0	\$40,000.00	\$40,000.00	\$12,678.75	\$12,678.75	\$10,000.00	\$10,000.00
800(B) 8300	CONSTRUCTION SIGNS 0 TO 6 25 SF	SD	600.0	\$0.30	\$180.00	\$0.75	\$450.00	\$2.00	\$1,200.00
800(B) 8310	CONSTRUCTION SIGNS 6 26 TO 15 99 SF	SD	120.0	\$0.60	\$72.00	\$0.75	\$90.00	\$2.00	\$240.00
800(B) 8320	CONSTRUCTION SIGNS 16 00 TO 32 99 SF	SD	960.0	\$1.00	\$960.00	\$0.75	\$720.00	\$2.00	\$1,920.00
800(C) 6410	CONSTRUCTION BARRICADES (TYPE III)	SD	360.0	\$0.70	\$252.00	\$2.01	\$723.60	\$3.00	\$1,080.00
800(G) 8805	CHANNELIZER CONES	SD	1,200.0	\$0.40	\$480.00	\$0.98	\$1,176.00	\$1.50	\$1,800.00
<b>SUBTOTAL BASE BID PRICE- PART C</b>					<b>\$453,581.00</b>		<b>\$351,743.70</b>		<b>\$308,638.00</b>

PROP 1G - GENERAL PAY QUANTITIES - ADD ALT NO. 1 - PART C				Engineers Estimate		All Roads Paving, Inc		Parathon Construction, LLC	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL
201(A) 1200	CLEARING AND GRUBBING	LSUM	1.0	\$5,000.00	\$5,000.00	\$3,450.00	\$3,450.00	\$2,500.00	\$2,500.00
202(H) 2900	EARTHWORK	LSUM	1.0	\$5,000.00	\$5,000.00	\$15,021.58	\$15,021.58	\$2,500.00	\$2,500.00
221(B) 2300	TEMPORARY SILT FENCE	EA	283.0	\$5.00	\$1,415.00	\$2.90	\$820.70	\$2.00	\$566.00
230(A) 7200	SOLID SLAB SODDING	SY	74.0	\$5.00	\$370.00	\$5.11	\$378.14	\$7.00	\$518.00
303(A) 1200	AGGREGATE BASE TYPE A	CY	183.0	\$75.00	\$13,725.00	\$84.97	\$15,550.11	\$60.00	\$9,780.00
310(B) 5300	SUBGRADE METHOD B	SY	975.0	\$10.00	\$9,750.00	\$16.97	\$16,545.75	\$2.95	\$2,876.25
325 0100	SEPARATOR FABRIC	SY	975.0	\$5.00	\$4,875.00	\$1.06	\$1,033.50	\$1.15	\$1,121.25
414(A) 5200	P.C. CONCRETE PAVEMENT (PLACEMENT)	SY	975.0	\$35.00	\$34,125.00	\$29.68	\$28,938.00	\$32.50	\$31,687.50
414(G) 5800	P.C. CONCRETE FOR PAVEMENT	CY	183.0	\$220.00	\$40,260.00	\$174.80	\$31,992.40	\$225.00	\$41,175.00
619(B) 6200	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LSUM	1.0						

PROP 1E - GENERAL PAY QUANTITIES - BASE BID-PART A

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	CGC, LLC		Rudy Construction Co		SAC Services, Inc	
				UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL
201(A) 1200	CLEARING AND GRUBBING	LSUM	1.0	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$20,000.00	\$20,000.00
202(H) 2900	EARTHWORK	LSUM	1.0	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$41,400.00	\$41,400.00
221(C) 2400	TEMPORARY SEDIMENT FILTER	EA	7.0	\$400.00	\$2,800.00	\$500.00	\$3,500.00	\$75.00	\$525.00
221(C) 2600	TEMPORARY SILT DIKE	LF	84.0	\$25.00	\$2,100.00	\$20.00	\$1,680.00	\$12.00	\$1,008.00
230(A) 7200	SOLID SLAB SODDING	SY	350.0	\$5.00	\$1,750.00	\$40.00	\$14,000.00	\$5.00	\$1,750.00
303(A) 1200	AGGREGATE BASE TYPE A	CY	997.0	\$105.00	\$104,685.00	\$120.00	\$119,640.00	\$95.00	\$94,715.00
310(B) 5300	SUBGRADE METHOD B	SY	5,981.0	\$1.00	\$5,981.00	\$1.00	\$5,981.00	\$7.00	\$41,867.00
325 0100	SEPARATOR FABRIC	SY	5,981.0	\$2.00	\$11,962.00	\$3.00	\$17,943.00	\$3.00	\$17,943.00
414(A) 5200	P. C. CONCRETE PAVEMENT (PLACEMENT)	SY	5,981.0	\$30.00	\$179,430.00	\$40.00	\$239,240.00	\$47.35	\$283,200.35
414(G) 5800	P. C. CONCRETE FOR PAVEMENT	CY	997.0	\$225.00	\$224,325.00	\$250.00	\$249,250.00	\$215.70	\$215,052.90
609(A) 4270	CONC CURB (8" BARRIER-INTEGRAL)	LF	98.0	\$10.00	\$980.00	\$15.00	\$1,470.00	\$13.00	\$1,274.00
619(B) 6200	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LSUM	1.0	\$6,000.00	\$6,000.00	\$2,000.00	\$2,000.00	\$16,700.00	\$16,700.00
619(B) 6360	REMOVAL OF CONCRETE PAVEMENT	SY	222.0	\$11.00	\$2,442.00	\$15.00	\$3,330.00	\$13.00	\$2,886.00
619(B) 6364	REMOVAL OF ASPHALT PAVEMENT	SY	5,673.0	\$11.00	\$62,403.00	\$10.00	\$56,730.00	\$13.50	\$76,585.50
619(B) 6400	REMOVAL OF CURB	LF	15.0	\$11.00	\$165.00	\$20.00	\$300.00	\$10.00	\$150.00
619(C) 6600	SAWING PAVEMENT	LF	2,899.0	\$5.00	\$14,495.00	\$4.00	\$11,596.00	\$5.00	\$14,495.00
642(B) 3300	CONSTRUCTION STAKING LEVEL II	LSUM	1.0	\$7,500.00	\$7,500.00	\$10,000.00	\$10,000.00	\$14,000.00	\$14,000.00
220 1100	SWPPP DOCUMENTATION AND MANAGEMENT	LSUM	1.0	\$7,500.00	\$7,500.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
641 2110	MOBILIZATION	LSUM	1.0	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$40,000.00	\$40,000.00
880(B) 6300	CONSTRUCTION SIGNS 0 TO 6 25 SF	SD	900.0	\$1.00	\$900.00	\$1.10	\$990.00	\$1.50	\$1,350.00
880(B) 6310	CONSTRUCTION SIGNS 6 26 TO 15 99 SF	SD	180.0	\$1.00	\$180.00	\$2.20	\$396.00	\$3.00	\$540.00
880(B) 6320	CONSTRUCTION SIGNS 16 00 TO 32 99 SF	SD	1440.0	\$1.00	\$1,440.00	\$3.30	\$4,752.00	\$3.40	\$4,896.00
880(C) 6410	CONSTRUCTION BARRICADES (TYPE III)	SD	540.0	\$2.00	\$1,080.00	\$2.20	\$1,188.00	\$2.50	\$1,350.00
880(G) 6805	CHANNELIZER CONES	SD	2430.0	\$2.00	\$4,860.00	\$1.10	\$2,673.00	\$1.50	\$3,645.00
SUBTOTAL BASE BID PRICE-PART A					\$727,958.00		\$822,129.00		\$899,306.75

PROP 1F - GENERAL PAY QUANTITIES - BASE BID- PART B

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	CGC, LLC		Rudy Construction Co		SAC Services, Inc	
				UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL
201(A) 1200	CLEARING AND GRUBBING	LSUM	1.0	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$20,000.00	\$20,000.00
202(H) 2900	EARTHWORK	LSUM	1.0	\$35,000.00	\$35,000.00	\$42,000.00	\$42,000.00	\$46,158.00	\$46,158.00
221(C) 2400	TEMPORARY SEDIMENT FILTER	EA	8.0	\$400.00	\$3,200.00	\$500.00	\$4,000.00	\$75.00	\$600.00
221(C) 2600	TEMPORARY SILT DIKE	LF	14.0	\$15.00	\$210.00	\$20.00	\$280.00	\$12.00	\$168.00
230(A) 7200	SOLID SLAB SODDING	SY	494.0	\$5.00	\$2,470.00	\$10.00	\$4,940.00	\$5.00	\$2,470.00
303(A) 1200	AGGREGATE BASE TYPE A	CY	883.0	\$105.00	\$92,715.00	\$120.00	\$105,960.00	\$95.00	\$83,885.00
310(B) 5300	SUBGRADE METHOD B	SY	5,297.0	\$1.00	\$5,297.00	\$1.00	\$5,297.00	\$7.00	\$37,079.00
325 0100	SEPARATOR FABRIC	SY	5,297.0	\$2.00	\$10,594.00	\$3.00	\$15,891.00	\$3.00	\$15,891.00
414(A) 5200	P. C. CONCRETE PAVEMENT (PLACEMENT)	SY	5,297.0	\$30.00	\$158,910.00	\$40.00	\$211,880.00	\$47.35	\$250,812.95
414(G) 5800	P. C. CONCRETE FOR PAVEMENT	CY	883.0	\$225.00	\$198,675.00	\$250.00	\$220,750.00	\$215.70	\$190,463.10
609(A) 4270	CONC CURB (8" BARRIER-INTEGRAL)	LF	73.0	\$10.00	\$730.00	\$15.00	\$1,095.00	\$13.00	\$949.00
609(B) 4310	COMBINED CURB & GUTTER (6" BARRIER)	LF	50.0	\$50.00	\$2,500.00	\$50.00	\$2,500.00	\$30.00	\$1,500.00
610(A) 5200	4" CONCRETE SIDEWALK	SY	28.0	\$90.00	\$2,520.00	\$100.00	\$2,800.00	\$95.00	\$2,660.00
611(G) 7782	INLET CI DES. 20	EA	1.0	\$6,500.00	\$6,500.00	\$10,000.00	\$10,000.00	\$7,000.00	\$7,000.00
613(A) 5208	18" R C PIPE CLASS III	LF	14.0	\$125.00	\$1,750.00	\$150.00	\$2,100.00	\$78.00	\$1,092.00
619(B) 6200	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LSUM	1.0	\$6,000.00	\$6,000.00	\$2,000.00	\$2,000.00	\$17,100.00	\$17,100.00
619(B) 6360	REMOVAL OF CONCRETE PAVEMENT	SY	111.0	\$11.00	\$1,221.00	\$15.00	\$1,665.00	\$13.00	\$1,443.00
619(B) 6364	REMOVAL OF ASPHALT PAVEMENT	SY	6,258.0	\$11.00	\$68,838.00	\$10.00	\$62,580.00	\$13.50	\$84,481.50
619(B) 6400	REMOVAL OF CURB	LF	17.0	\$11.00	\$187.00	\$20.00	\$340.00	\$10.00	\$170.00
619(B) 6404	REMOVAL OF SIDEWALK	SY	25.0	\$11.00	\$275.00	\$20.00	\$500.00	\$12.00	\$300.00
619(C) 6600	SAWING PAVEMENT	LF	2,434.0	\$5.00	\$12,170.00	\$4.00	\$9,736.00	\$4.50	\$10,953.00
642(B) 3300	CONSTRUCTION STAKING LEVEL II	LSUM	1.0	\$7,500.00	\$7,500.00	\$10,000.00	\$10,000.00	\$14,500.00	\$14,500.00
220 1100	SWPPP DOCUMENTATION AND MANAGEMENT	LSUM	1.0	\$7,500.00	\$7,500.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
641 2110	MOBILIZATION	LSUM	1.0	\$55,000.00	\$55,000.00	\$40,000.00	\$40,000.00	\$20,000.00	\$20,000.00
880(B) 6300	CONSTRUCTION SIGNS 0 TO 6 25 SF	SD	900.0	\$1.00	\$900.00	\$1.10	\$990.00	\$1.50	\$1,350.00
880(B) 6310	CONSTRUCTION SIGNS 6 26 TO 15 99 SF	SD	180.0	\$1.00	\$180.00	\$2.20	\$396.00	\$3.00	\$540.00
880(B) 6320	CONSTRUCTION SIGNS 16 00 TO 32 99 SF	SD	1530.0	\$1.00	\$1,530.00	\$3.30	\$5,049.00	\$3.40	\$5,202.00
880(C) 6410	CONSTRUCTION BARRICADES (TYPE III)	SD	540.0	\$2.00	\$1,080.00	\$2.20	\$1,188.00	\$2.50	\$1,350.00
880(G) 6805	CHANNELIZER CONES	SD	3870.0	\$2.00	\$7,740.00	\$1.10	\$4,257.00	\$1.50	\$5,805.00
SUBTOTAL BASE BID PRICE- PART B					\$685,152.00		\$761,994.00		\$819,234.05

PROP 1F - GENERAL PAY QUANTITIES - ADD ALT NO. 1 - PART B

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL
610(A) 5200	4" CONCRETE SIDEWALK	SY	75.0	\$90.00	\$6,750.00	\$100.00	\$7,500.00	\$120.00	\$9,000.00
SUBTOTAL ADD ALT NO 1 PRICE- PART B					\$6,750.00		\$7,500.00		\$9,000.00

PROP 1G - GENERAL PAY QUANTITIES - BASE BID- PART C

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	CGC, LLC		Rudy Construction Co		SAC Services, Inc	
				UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL
201(A) 1200	CLEARING AND GRUBBING	LSUM	1.0	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$7,100.00	\$7,100.00
202(H) 2900	EARTHWORK	LSUM	1.0	\$35,000.00	\$35,000.00	\$28,000.00	\$28,000.00	\$24,950.00	\$24,950.00
221(B) 2300	TEMPORARY SILT FENCE	EA	487.0	\$5.00	\$2,435.00	\$3.00	\$1,461.00	\$2.10	\$982.70
230(A) 7200	SOLID SLAB SODDING	SY	412.0	\$5.00	\$2,060.00	\$10.00	\$4,120.00	\$5.00	\$2,060.00
303(A) 1200	AGGREGATE BASE TYPE A	CY	483.0	\$105.00	\$50,715.00	\$120.00	\$57,960.00	\$95.00	\$45,885.00
310(B) 5300	SUBGRADE METHOD B	SY	2,895.0	\$1.00	\$2,895.00	\$1.00	\$2,895.00	\$7.00	\$20,265.00
325 0100	SEPARATOR FABRIC	SY	2,895.0	\$2.00	\$5,790.00	\$3.00	\$8,685.00	\$3.00	\$8,685.00
414(A) 5200	P. C. CONCRETE PAVEMENT (PLACEMENT)	SY	2,895.0	\$30.00	\$86,850.00	\$40.00	\$115,800.00	\$47.35	\$137,078.25
414(G) 5800	P. C. CONCRETE FOR PAVEMENT	CY	483.0	\$225.00	\$108,675.00	\$250.00	\$120,750.00	\$215.70	\$104,183.10
619(B) 6200	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LSUM	1.0	\$6,500.00	\$6,500.00	\$2,000.00	\$2,000.00	\$6,800.00	\$6,800.00
619(B) 6364	REMOVAL OF ASPHALT PAVEMENT	SY	2,577.0	\$11.00	\$28,347.00	\$10.00	\$25,770.00	\$13.50	\$34,789.50
619(C) 6600	SAWING PAVEMENT	LF	784.0	\$5.00	\$3,920.00	\$4.00	\$3,136.00	\$4.50	\$3,528.00
642(B) 3300	CONSTRUCTION STAKING LEVEL II	LSUM	1.0	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$6,500.00	\$6,500.00
220 1100	SWPPP DOCUMENTATION AND MANAGEMENT	LSUM	1.0	\$7,500.00	\$7,500.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
641 2110	MOBILIZATION	LSUM	1.0	\$35,000.00	\$35,000.00	\$25,000.00	\$25,000.00	\$10,000.00	\$10,000.00
880(B) 6300	CONSTRUCTION SIGNS 0 TO 6 25 SF	SD	600.0	\$1.00	\$600.00	\$1.10	\$660.00	\$1.50	\$900.00
880(B) 6310	CONSTRUCTION SIGNS 6 26 TO 15 99 SF	SD	120.0	\$1.00	\$120.00	\$2.20	\$264.00	\$3.00	\$360.00
880(B) 6320	CONSTRUCTION SIGNS 16 00 TO 32 99 SF	SD	960.0	\$1.00	\$960.00	\$3.30	\$3,168.00	\$3.40	\$3,264.00
880(C) 6410	CONSTRUCTION BARRICADES (TYPE III)	SD	360.0	\$2.00	\$720.00	\$2.20	\$792.00	\$2.50	\$900.00
880(G) 6805	CHANNELIZER CONES	SD	1200.0	\$2.00	\$2,400.00	\$1.10	\$1,320.00	\$1.50	\$1,800.00
SUBTOTAL BASE BID PRICE- PART C					\$392,887.00		\$415,221.00		\$424,028.55

PROP 1G - GENERAL PAY QUANTITIES - ADD ALT NO. 1 - PART C

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL
201(A) 1200	CLEARING AND GRUBBING	LSUM	1.0	\$5,000.00	\$5,000.00	\$500.00	\$500.00	\$6,000.00	\$6,000.00
202(H) 2900	EARTHWORK	LSUM	1.0	\$23,000.00	\$23,000.00	\$9,500.00	\$9,500.00	\$7,250.00	\$7,250.00
221(B) 2300	TEMPORARY SILT FENCE	EA	283.0	\$5.00	\$1,415.00	\$3.00	\$849.00	\$3.00	\$849.00
230(A) 7200	SOLID SLAB SODDING	SY	74.0	\$5.00	\$370.00	\$10.00	\$740.00	\$6.00	\$444.00
303(A) 1200	AGGREGATE BASE TYPE A	CY	163.0	\$155.00	\$25,265.00	\$120.00	\$19,560.00	\$95.00	\$15,485.00
310(B) 5300	SUBGRADE METHOD B	SY	975.0	\$5.00	\$4,875.00	\$1.00	\$975.00	\$7.00	\$6,825.00
325 0100	SEPARATOR FABRIC	SY	975.0	\$2.00	\$1,950.00	\$3.00	\$2,925.00	\$3.00	\$2,925.00
414(A) 5200	P. C. CONCRETE PAVEMENT (PLACEMENT)	SY	975.0	\$30.00	\$29,250.00	\$40.00	\$39,000.00	\$47.35	\$44,216.25
414(G) 5800</									

## **CONTRACT AND BONDS**

## CONSTRUCTION CONTRACT

This Contract is made and entered into on the 16th day of January, 2024, by and between the City of Bethany, an Oklahoma Municipal Corporation, hereinafter called "City," and All Roads Paving, Inc. a(n) \_\_\_\_\_, hereinafter called "Contractor."

### WITNESSETH:

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

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

### PAVEMENT IMPROVEMENT PROJECTS

**G.O. BOND PROPOSITION 1-E (NW 30<sup>TH</sup> FROM ROCKWELL TO PENIEL),  
G.O. BOND PROPOSITION 1-F, (MUELLER FROM NW 44<sup>TH</sup> TO NW 50<sup>TH</sup>),  
G.O. BOND PROPOSITION 1-G (DIVIS FROM NW 36<sup>TH</sup> TO NW 39<sup>TH</sup>)**

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

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

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

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

**One million five hundred seventeen thousand one hundred thirty three dollars and forty five cents, (\$1,517,133.45).**

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

1. Incorporation of Bidding Documents. This Contract hereby incorporates, as if fully set out herein, the Plans, Specifications, General Provisions, Special Provisions, Contractor's Proposal and any and all Addendums issued. All of these documents have been provided to and/or by the Contractor and are on file in the Office of the City Clerk of the City of Bethany. Hereinafter, these documents shall be collectively referred to as "Bidding Documents."

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

8. **Notices.** Whenever a notice is required to be given in writing and under the terms of this Contract, or any extension hereunder, such notice shall either be hand-delivered or mailed by certified mail, return receipt requested, and directed to the respective parties at the following addresses:

If to the City:

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

If to Contractor:

All Roads Paving, Inc.  
10200 NW 10<sup>th</sup> Street  
Oklahoma City, Oklahoma 73127

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

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



NON-COLLUSION AFFIDAVIT

State of Oklahoma )  
 ) ss.  
County of Canadian )

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

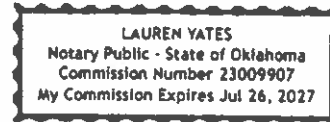
David D. Barnett  
Signature  
David G. Barnett  
Printed Name/Title President

Subscribed and sworn to before me this 2<sup>nd</sup> day of January, 24.

(SEAL)

Lauren Yates  
Notary Public

My Commission Expires: July 26, 2027  
My Commission Number: 23009907



**CONSTRUCTION BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, All Roads Paving Inc., as Principal, and Granite Re, Inc., as Surety, are held and firmly bound unto the CITY OF BETHANY of the State of Oklahoma and the State of Oklahoma, hereinafter referred to as the Government, in the full and just sum of One million five hundred seventeen thousand one hundred thirty three dollars and forty five cents (\$1,517,133.45) for the payment of which, well and truly to be made, we and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 16th day of January, A.D., 2024.

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

**PAVEMENT IMPROVEMENT PROJECTS**

**G.O. BOND PROPOSITION 1-E (NW 30<sup>TH</sup> FROM ROCKWELL TO PENIEL),  
G.O. BOND PROPOSITION 1-F, (MUELLER FROM NW 44<sup>TH</sup> TO NW 50<sup>TH</sup>),  
G.O. BOND PROPOSITION 1-G (DIVIS FROM NW 36<sup>TH</sup> TO NW 39<sup>TH</sup>)  
CITY OF BETHANY, OKLAHOMA**

and has entered into a certain written contract with the CITY OF BETHANY on the 16th day of January 2024, for the erection and construction of said work and improvement all in compliance with the plans and specifications therefor, made a part of said contract and on file in the office of the City Clerk, and said contract is hereby made a part and parcel of this bond as if literally written herein.

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

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

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

All Roads Paving Inc.

ATTEST:

Ben Pratt  
Secretary

By David J. Barrett  
Principal

Granite Re, Inc.

ATTEST:

Becky Killman  
Secretary  
Becky Killman, Witness

By Carey L. Kennemer  
Surety  
Carey L. Kennemer, Attorney-in-Fact

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

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

**MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, All Roads Paving Inc., as Principal, and Granite Re, Inc., as Surety, are held and firmly bound unto the CITY OF BETHANY of the State of Oklahoma, in the full and just sum of One million five hundred seventeen thousand one hundred thirty three dollars and forty five cents (\$1,517,133.45), such sum being equal to the contract amount for a period of one (1) year and thereafter for a period of one (1) year for the sum of Two hundred twenty seven thousand five hundred seventy dollars and two cents (\$227,570.02), such sum being not less than 15% of the contract price, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 16th day of January, A.D., 2024.

The conditions of this obligation are such, that whereas, said Principal, has a certain contract between All Roads Paving Inc. and the CITY OF BETHANY dated this 16th day of January, 2024, agreed to construct in the City of Bethany:

**PAVEMENT IMPROVEMENT PROJECTS**

**G.O. BOND PROPOSITION 1-E (NW 30<sup>TH</sup> FROM ROCKWELL TO PENIEL),  
G.O. BOND PROPOSISITON 1-F, (MUELLER FROM NW 44<sup>TH</sup> TO NW 50<sup>TH</sup>),  
G.O. BOND PROPOSITION 1-G (DIVIS FROM NW 36<sup>TH</sup> TO NW 39<sup>TH</sup>)  
BETHANY, OKLAHOMA**

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

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

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

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

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

All Roads Paving Inc.

ATTEST:

*Ben Korte*  
Secretary

By *David J. Bennett*  
Principal

Granite Re, Inc.

ATTEST:

*Becky Killman*  
Secretary Becky Killman, Witness

By *Carey L. Kenemer*  
Surety Carey L. Kenemer, Attorney-in-Fact

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

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

**STATUTORY BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, All Roads Paving Inc., as Principal, and Granite Re, Inc., as Surety, are held and firmly bound unto the STATE OF OKLAHOMA in the sum of One million five hundred seventeen thousand one hundred thirty three dollars and forty five cents (\$1,517,133.45), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 16th day of January, A.D., 2024.

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

**PAVEMENT IMPROVEMENT PROJECTS**

**G.O. BOND PROPOSITION 1-E (NW 30<sup>TH</sup> FROM ROCKWELL TO PENIEL),  
G.O. BOND PROPOSITION 1-F, (MUELLER FROM NW 44<sup>TH</sup> TO NW 50<sup>TH</sup>),  
G.O. BOND PROPOSITION 1-G (DIVIS FROM NW 36<sup>TH</sup> TO NW 39<sup>TH</sup>)  
CITY OF BETHANY, OKLAHOMA**

and has entered into a certain written contract with the CITY OF BETHANY on the 16th day of January, 2024, for the erection and construction of said work and improvement, in exact accordance with the bid of said Principal, and according to certain plans and specifications heretofore made, adopted and placed on file in the office of the City Clerk of the CITY OF BETHANY.

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

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

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

ATTEST: [Signature] Secretary  
By David J. Bennett Principal  
All Roads Paving Inc.

ATTEST: Becky Killman Secretary  
Becky Killman, Witness  
By Carey I. Kennemer Surety  
Carey I. Kennemer, Attorney-in-Fact  
Granite Re, Inc.

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

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/2/2024

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

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

<b>PRODUCER</b> Wiedemann Insurance Agency, Inc. 112 South 4th Street  Yukon OK 73099		<b>CONTACT NAME:</b> Amanda Wiedemann <b>PHONE (A/C, No, Ext):</b> (405) 354-7920 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> amanda@okinsurancepro.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		INSURER A : NATIONAL AMER INS CO	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDSUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y Y	MP29940135	02/01/2023	02/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	Y Y	MP29940135	02/01/2023	02/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y Y	MB60200135	02/01/2023	02/01/2024	EACH OCCURRENCE \$ 5,000,000.00 AGGREGATE \$ 5,000,000.00 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	CW50090135	02/01/2023	02/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

All Projects/All Locations Project: Pavement Improvements Projects  
 GO Bond Proposition 1-E  
 (NW 30th from Rockwell to Peniel)  
 GO Bond Proposition 1-F  
 (Mueller from NW 44th to NW 50th)  
 GO Bond Proposition 1-G  
 (Divis from NW 36th to NW 39th)

<b>CERTIFICATE HOLDER</b>  City of Bethany  6700 NW 63rd St  Bethany OK 73008	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Travis Wiedemann</i>

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**BETHANY CITY COUNCIL**

From: Elizabeth Gray, City Manager  
Date: January 16, 2024  
Subject: Approval of Contract with Luckinbill Construction Co., LLC. for sanitary sewer relocation to serve Animal Welfare Facility (G. O. Bond Proposition 3-C)

BACKGROUND

On August 23, 2022, citizens of Bethany passed General Obligation Bond, Proposition 3, that included Proposition 3-C Repairing, Renovating and Equipping the Animal Welfare Facility. During design it was found there was a sanitary sewer that would be in conflict with the expansion project.

On April 4, 2023, the City of Bethany entered into a contract for engineering and design services with TEIM Design, LLC. Bids were opened on December 21, 2023. City engineers, TEIM Design, recommend award to Luckinbill Construction Co., LLC. in the amount of \$123,792.00.

RECOMMENDATION

1. Approval of Construction Contract with Luckinbill Construction Co., LLC for sanitary sewer relocation to serve Animal Welfare Facility (G. O. Bond Proposition 3-C) in the amount of \$123,792.00.

ADDITIONAL COMMENTS

The project will be funded by the ARPA Sanitary sewer funds.





TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

January 8, 2024

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

Re: Sanitary Sewer Relocation to serve the Animal Welfare Expansion

Dear Ms. Gray,

Attached for your review and disposition please find the BID Tabulation for the above-mentioned project. The bids were received, December 21, 2023, and all bid bonds and affidavits were found to be in order. The bids were tabulated from the detailed forms submitted. The total bids are as follows:

Luckinbill Construction Co, LLC	\$123,792.00
Downey Contracting, LLC	\$136,132.85
Brewer Construction Oklahoma, LLC	\$167,797.00
Krapff-Reynolds Construction Co.	\$236,186.00
Engineer's Estimate	\$132,018.75

Therefore, we recommend the award of the contract to Luckinbill Construction Co, LLC for the total bid price in the amount of \$123,792.00.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'RW', written over the typed name 'Robbie Williams, PE'.

Robbie Williams, PE

Attachment: Contract, Bonds, and Insurance Certificate  
Bid Tab

**Bid Tab - December 21, 2023**

**Sanitary Sewer Relocation to serve the Animal Welfare Expansion**

Summary of Pay Quantities				Engineers Estimate		Luckinbill Construction Co, LLC		Downey Contracting, LLC	
Item No.		Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	AUDIO-VIDEO RECORDING PRE- AND POST CONSTRUCTION	1.00	lump sum	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$600.00	\$600.00
2	SEDIMENT AND EROSION CONTROL	1.00	lump sum	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$4,319.00	\$4,319.00
3	TRENCH EXCAVATION AND BACKFILL - ZERO (0 FT) TO TEN (10 FT)	52.00	linear foot	\$70.00	\$3,640.00	\$75.00	\$3,900.00	\$321.00	\$16,692.00
4	CRUSHED ROCK FOUNDATION (CRUSHER RUN) (1.5IN)	82.00	ton	\$75.00	\$6,150.00	\$100.00	\$8,200.00	\$73.00	\$5,986.00
5	EMBEDMENT MATERIAL	8.00	cubic yard	\$80.00	\$640.00	\$150.00	\$1,200.00	\$249.00	\$1,992.00
6	BORING (20 INCH)	30.00	linear foot	\$1,200.00	\$36,000.00	\$500.00	\$15,000.00	\$709.00	\$21,270.00
7	SANITARY SEWER PIPE (12 INCH)	82.00	linear foot	\$150.00	\$12,300.00	\$200.00	\$16,400.00	\$44.00	\$3,608.00
8	SANITARY SEWER (CLEANOUT)	3.00	each	\$500.00	\$1,500.00	\$500.00	\$1,500.00	\$625.00	\$1,875.00
9	SEWER SERVICE CONNECTION	3.00	each	\$700.00	\$2,100.00	\$2,000.00	\$6,000.00	\$1,412.00	\$4,236.00
10	RISER PIPE	40.00	linear foot	\$15.00	\$600.00	\$10.00	\$400.00	\$8.00	\$320.00
11	SEWER SERVICE LINE	50.00	linear foot	\$15.00	\$750.00	\$100.00	\$5,000.00	\$222.00	\$11,100.00
12	ABANDONING SEWER	2.00	cubic yard	\$400.00	\$800.00	\$350.00	\$700.00	\$1,200.00	\$2,400.00
13	DEFLECTION TEST (12 INCH) (LESS THAN 24 INCH)	1.00	lump sum	\$500.00	\$500.00	\$2,000.00	\$2,000.00	\$796.00	\$796.00
14	TELEVISION INSPECTION (CCTV)	82.00	linear foot	\$15.00	\$1,230.00	\$5.00	\$410.00	\$18.00	\$1,476.00
15	SEWER LEAKAGE TEST (12 INCH) (LESS THAN 24 INCH)	1.00	lump sum	\$500.00	\$500.00	\$2,500.00	\$2,500.00	\$796.00	\$796.00
16	EXTRA DEPTH MANHOLE WALL (4 FT)	2.95	vertical foot	\$325.00	\$958.75	\$300.00	\$885.00	\$363.00	\$1,070.85
17	SANITARY SEWER MANHOLE (4 FT)	2.00	each	\$7,500.00	\$15,000.00	\$10,000.00	\$20,000.00	\$10,604.00	\$21,208.00
18	MANHOLE TESTING (LESS THAN 24 INCH)	2.00	each	\$1,500.00	\$3,000.00	\$500.00	\$1,000.00	\$1,340.00	\$2,680.00
19	ABANDONING MANHOLE	1.00	each	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$1,771.00	\$1,771.00
20	STEEL CASING PIPE (20 INCH)	30.00	linear foot	\$260.00	\$7,800.00	\$380.00	\$11,400.00	\$192.00	\$5,760.00
21	CONSTRUCTION STAKING (CONSTRUCTION SURVEY)	1.00	lump sum	\$1,500.00	\$1,500.00	\$3,300.00	\$3,300.00	\$1,560.00	\$1,560.00
22	GPS AS-BUILT SURVEY	1.00	lump sum	\$1,500.00	\$1,500.00	\$2,200.00	\$2,200.00	\$1,300.00	\$1,300.00
23	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	1.00	lump sum	\$2,500.00	\$2,500.00	\$1,650.00	\$1,650.00	\$1,950.00	\$1,950.00
24	MOBILIZATION	1.00	lump sum	\$12,500.00	\$12,500.00	\$5,000.00	\$5,000.00	\$10,985.00	\$10,985.00
25	STRUCTURE REMOVAL (SANITARY SEWER PIPE) (6IN)	25.00	linear foot	\$20.00	\$500.00	\$100.00	\$2,500.00	\$42.00	\$1,050.00
26	PAVEMENT CUT AND PERMANENT REPAIR (ASPHALT)	42.00	square yard	\$300.00	\$12,600.00	\$186.00	\$7,812.00	\$192.00	\$8,064.00
27	ADJUST EXISTING STRUCTURE (CLEANOUT)	1.00	each	\$250.00	\$250.00	\$435.00	\$435.00	\$268.00	\$268.00
28	SOLID SLAB SODDING	100.00	square yard	\$12.00	\$1,200.00	\$4.00	\$400.00	\$10.00	\$1,000.00
				<b>Total Bid</b>	<b>\$132,018.75</b>		<b>\$123,792.00</b>		<b>\$136,132.85</b>

Bid Tab - December 21, 2023

Sanitary Sewer Relocation to serve the Animal Welfare Expansion

Summary of Pay Quantities				Brewer Construction Oklahoma LLC		Krapff-Reynolds Construction Co	
Item No.		Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price
1	AUDIO-VIDEO RECORDING PRE- AND POST CONSTRUCTION	1.00	lump sum	\$4,900.00	\$4,900.00	\$1,000.00	\$1,000.00
2	SEDIMENT AND EROSION CONTROL	1.00	lump sum	\$3,640.00	\$3,640.00	\$5,000.00	\$5,000.00
3	TRENCH EXCAVATION AND BACKFILL - ZERO (0 FT) TO TEN (10 FT)	52.00	linear foot	\$70.00	\$3,640.00	\$1.00	\$52.00
4	CRUSHED ROCK FOUNDATION (CRUSHER RUN) (1.5IN)	82.00	ton	\$60.00	\$4,920.00	\$40.00	\$3,280.00
5	EMBEDMENT MATERIAL	8.00	cubic yard	\$106.00	\$848.00	\$50.00	\$400.00
6	BORING (20 INCH)	30.00	linear foot	\$1,061.00	\$31,830.00	\$710.00	\$21,300.00
7	SANITARY SEWER PIPE (12 INCH)	82.00	linear foot	\$631.00	\$51,742.00	\$1,525.00	\$125,050.00
8	SANITARY SEWER (CLEANOUT)	3.00	each	\$1,076.00	\$3,228.00	\$1,000.00	\$3,000.00
9	SEWER SERVICE CONNECTION	3.00	each	\$620.00	\$1,860.00	\$750.00	\$2,250.00
10	RISER PIPE	40.00	linear foot	\$52.00	\$2,080.00	\$15.00	\$600.00
11	SEWER SERVICE LINE	50.00	linear foot	\$115.00	\$5,750.00	\$15.00	\$750.00
12	ABANDONING SEWER	2.00	cubic yard	\$980.00	\$1,960.00	\$500.00	\$1,000.00
13	DEFLECTION TEST (12 INCH) (LESS THAN 24 INCH)	1.00	lump sum	\$3,640.00	\$3,640.00	\$500.00	\$500.00
14	TELEVISION INSPECTION (CCTV)	82.00	linear foot	\$14.00	\$1,148.00	\$2.00	\$164.00
15	SEWER LEAKAGE TEST (12 INCH) ( LESS THAN 24 INCH)	1.00	lump sum	\$1,820.00	\$1,820.00	\$500.00	\$500.00
16	EXTRA DEPTH MANHOLE WALL (4 FT)	2.95	vertical foot	\$399.00	\$1,197.00	\$300.00	\$885.00
17	SANITARY SEWER MANHOLE (4 FT)	2.00	each	\$2,375.00	\$4,750.00	\$6,000.00	\$12,000.00
18	MANHOLE TESTING ( LESS THAN 24 INCH)	2.00	each	\$525.00	\$1,050.00	\$1,000.00	\$2,000.00
19	ABANDONING MANHOLE	1.00	each	\$5,551.00	\$5,551.00	\$500.00	\$500.00
20	STEEL CASING PIPE (20 INCH)	30.00	linear foot	\$433.00	\$12,990.00	\$146.00	\$4,380.00
21	CONSTRUCTION STAKING (CONSTRUCTION SURVEY)	1.00	lump sum	\$2,100.00	\$2,100.00	\$3,100.00	\$3,100.00
22	GPS AS-BUILT SURVEY	1.00	lump sum	\$1,050.00	\$1,050.00	\$1,900.00	\$1,900.00
23	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	1.00	lump sum	\$700.00	\$700.00	\$10,000.00	\$10,000.00
24	MOBILIZATION	1.00	lump sum	\$7,280.00	\$7,280.00	\$20,000.00	\$20,000.00
25	STRUCTURE REMOVAL (SANITARY SEWER PIPE) (6IN)	25.00	linear foot	\$67.00	\$1,675.00	\$15.00	\$375.00
26	PAVEMENT CUT AND PERMENANT REPAIR (ASPHALT)	42.00	square yard	\$119.00	\$4,998.00	\$350.00	\$14,700.00
27	ADJUST EXISTING STRUCTURE (CLEANOUT)	1.00	each	\$1,050.00	\$1,050.00	\$1,000.00	\$1,000.00
28	SOLID SLAB SODDING	100.00	square yard	\$4.00	\$400.00	\$5.00	\$500.00
					\$167,797.00		\$236,186.00

## CONSTRUCTION CONTRACT

This Contract is made and entered into on the 16<sup>th</sup> day of January, 2024, by and between the City of Bethany, an Oklahoma Municipal Corporation, hereinafter called "City," and Luckinbill Construction Company, LLC., hereinafter called "Contractor."

### WITNESSETH:

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

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

### **SANITARY SEWER RELOCATION TO SERVE THE ANIMAL WELFARE EXPANSION**

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

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

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

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

**One hundred twenty three thousand seven hundred ninety two dollars and zero cents, (\$123,792.00).**

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

1. Incorporation of Bidding Documents. This Contract hereby incorporates, as if fully set out herein, the Plans, Specifications, General Provisions, Special Provisions, Contractor's Proposal and any and all Addendums issued. All of these documents have been provided to and/or by the Contractor and are on file in the Office of the City Clerk of the City of Bethany. Hereinafter, these documents shall be collectively referred to as "Bidding Documents."
2. Engagement of Contractor. The City hereby engages Contractor to perform certain construction services for the benefit of the City. Contractor accepts such engagement pursuant to the terms and conditions set forth herein. The Contractor is, and shall be, in the performance of all work, services and activities an independent contractor, and not an employee, agent, or servant of the City of

Bethany. The tort liability of the City of Bethany is exclusively governed by the Oklahoma Governmental Tort Claims Act.

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

8. Notices. Whenever a notice is required to be given in writing and under the terms of this Contract, or any extension hereunder, such notice shall either be hand-delivered or mailed by certified mail, return receipt requested, and directed to the respective parties at the following addresses:

If to the City:

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

If to Contractor:

Luckinbill Construction Co., LLC.  
409 Centennial Boulevard  
Edmond, Oklahoma 73013

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

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

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

The City of Bethany,  
an Oklahoma Municipal Corporation

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

\_\_\_\_\_  
Date

(SEAL)

ATTEST:

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

Approved as to form:

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

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

Luckinbill Construction Co., LLC  
Contractor

a(n) LLC



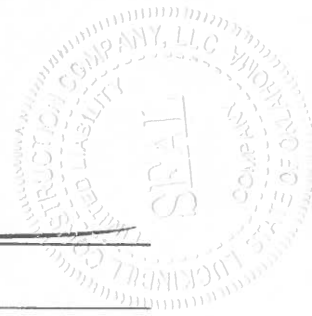
Signature

Robert Gibson

Printed Name

President

Title



ATTEST:

  
Secretary and/or Witness

NON-COLLUSION AFFIDAVIT

State of Oklahoma )  
 ) ss.  
County of Oklahoma )

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

Robert Gibbs

Signature  
Robert Gibbs, President  
Printed Name/Title

Subscribed and sworn to before me this 5<sup>th</sup> day of Jan., 2024



Cynthia A. Cooley  
Notary Public

My Commission Expires: 7-7-2024  
My Commission Number: 08006628

**CONSTRUCTION BOND**

Bond No. RCB0046236

KNOW ALL MEN BY THESE PRESENTS:

That we, Luckinbill Construction Company, LLC, as Principal, and RLI Insurance Company, 9025 N. Lindbergh Drive, Peoria, IL 61615, as Surety, are held and firmly bound unto the CITY OF BETHANY of the State of Oklahoma and the State of Oklahoma, hereinafter referred to as the Government, in the full and just sum Of One hundred twenty three thousand seven hundred ninety two dollars and zero cents (\$123,792.00) for the payment of which, well and truly to be made, we and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 28th day of December, A.D., 2023.

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

**SANITARY SEWER RELOCATION TO SERVE  
THE ANIMAL WELFARE EXPANSION  
CITY OF BETHANY, OKLAHOMA**

and has entered into a certain written contract with the CITY OF BETHANY on the 16th day of January, 2024, for the erection and construction of said work and improvement all in compliance with the plans and specifications therefor, made a part of said contract and on file in the office of the City Clerk, and said contract is hereby made a part and parcel of this bond as if literally written herein.

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

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

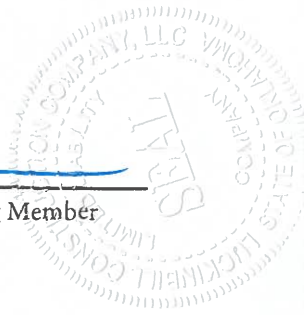
IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers; and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact,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

Luckinbill Construction Company, LLC.

ATTEST:

Cindy Cooley  
Secretary

By Robert Gibson  
Principal Robert Gibson, Managing Member

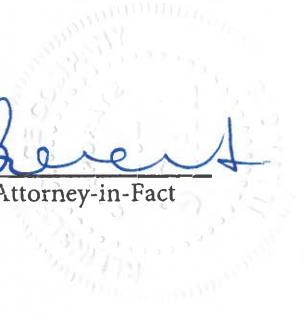


RLI Insurance Company

ATTEST:

Andrea Sattler  
Secretary

By Donald C. Bowers  
Surety Donald C. Bowers, Attorney-in-Fact



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

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

**STATUTORY BOND**

Bond No. RCB0046236

KNOW ALL MEN BY THESE PRESENTS:

That we, Luckinbill Construction Company, LLC., as Principal, and RLI Insurance Company, 9025 N. Lindbergh Drive, Peoria, IL 61615, as Surety, are held and firmly bound unto the STATE OF OKLAHOMA in the sum of One hundred twenty three thousand seven hundred ninety two dollars and zero cenets (\$123,792.00), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 28th day of December, A.D., 2023.

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

**SANITARY SEWER RELOCATION TO SERVE  
THE ANIMAL WELFARE EXPANSION  
CITY OF BETHANY, OKLAHOMA**

and has entered into a certain written contract with the CITY OF BETHANY on the 16th day of January, 2024, for the erection and construction of said work and improvement, in exact accordance with the bid of said Principal, and according to certain plans and specifications heretofore made, adopted and placed on file in the office of the City Clerk of the CITY OF BETHANY.

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

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

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

Luckinbill Construction Company, LLC.

ATTEST:

Cindy Cooley  
Secretary

By Robert Gibson  
Principal Robert Gibson, Managing Member

RLI Insurance Company

ATTEST:

Abelaida Sutton  
Secretary

By Donald C. Bowers  
Surety Donald C. Bowers, Attorney-in-Fact

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

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

**MAINTENANCE BOND**

Bond No. RCB0046236

KNOW ALL MEN BY THESE PRESENTS:

That we, Luckinbill Construction Company, LLC, as Principal, and RLI Insurance Company, 9025 N. Lindbergh Drive, Peoria, IL 61615, as Surety, are held and firmly bound unto the CITY OF BETHANY of the State of Oklahoma, in the full and just sum of one hundred twenty three thousand seven hundred ninety two dollars and zero cents (\$123,792.00) such sum being equal to the contract amount for a period of one (1) year and thereafter for a period of one (1) year for the sum of eighteen thousand five hundred sixty eight dollars and eighty cents (\$18,568.80), such sum being not less than 15% of the contract price, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 28th day of December, A.D., 2023.

The conditions of this obligation are such, that whereas, said Principal, has a certain contract between Luckinbill Construction Company, LLC, and the CITY OF BETHANY dated this 16th day of January, 2024, agreed to construct in the City of Bethany:

**SANITARY SEWER RELOCATION TO SERVE  
THE ANIMAL WELFARE EXPANSION  
CITY OF BETHANY, OKLAHOMA**

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

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

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

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

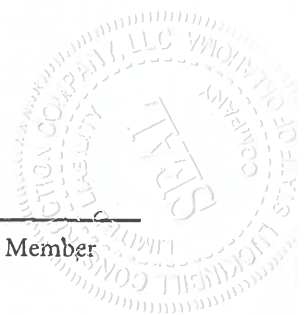
IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact,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

Luckinbill Construction Company, LLC.

ATTEST:

Cindy Cooley  
Secretary

By Robert Gibson  
Principal Robert Gibson, Managing Member

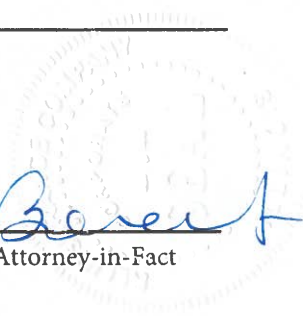


RLI Insurance Company

ATTEST:

Paula Sutton  
Secretary

By Donald C. Bowers  
Surety Donald C. Bowers, Attorney-in-Fact



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

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

# POWER OF ATTORNEY

## RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Adelaida Sutton, Nicole Coley, Donald C. Bowers, Joshua Curran, Jim Keitz, Kelly Stebbins, Brandy Million, jointly or severally

in the City of Oklahoma City, State of Oklahoma its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

**RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

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

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 18th day of October, 2023.



**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**

By: Barton W. Davis  
Barton W. Davis Vice President

State of Illinois }  
County of Peoria } SS

### CERTIFICATE

On this 18th day of October, 2023, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 28th day of December, 2023.

By: Catherine D. Geiger  
Catherine D. Geiger Notary Public

**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**

By: Jeffrey D. Fick  
Jeffrey D. Fick Corporate Secretary





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
12/28/2023

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

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

<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> LUCKINBILL CONSTRUCTION COMPANY, LLC 409 Centennial Blvd Edmond OK 73013 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Zurich American Ins Co		16535
	<b>INSURER B:</b> American Zurich Ins Co		40142
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER:** 570103304871      **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GLO348697518	04/01/2023	04/01/2024	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 4637455-12	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC348697418	04/01/2023	04/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

Certificate No : 570103304871

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Re: Job: Sanitary Sewer Relocation-Animal Welfare Exp.; Coverage evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance to the policy's provisions. Certificate Holder is included as Additional Insured in accordance with the policy provisions of the Business Auto Coverage & General Liability Coverage policy. A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the Business Auto Coverage, General Liability Coverage & Workers Compensation policy.

<b>CERTIFICATE HOLDER</b>  City of Bethany 6700 N.W. 36th Street Bethany OK 73008 USA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  <i>Aon Risk Services Central, Inc</i>



# **CITY COUNCIL HANDBOOK**

## **CITY OF BETHANY**

**6700 NW 36<sup>TH</sup> STREET  
BETHANY, OKLAHOMA 73008**

**Adopted June 18, 2019**

## **INTRODUCTION**

Continuing education and creating a more stable local government is the goal of the Bethany City Council. The goal of this Handbook is to provide stability by compiling resources to assist the Council thereby allowing it to more successfully meet the needs of the community. By adopting best practices, the City will continue to work toward stability.

### **BEST PRACTICES**

The City Council recognizes the benefit of best practices to ensure the sustainability of positive operational traditions such as public transparency, Council Member accountability, and engagement in accordance with state statutes. It is the goal of the City Council to work towards best practices, consisting of the following:

#### **A. Elected Official Accountability:**

- a. Attendance reporting to ensure other members and the public are aware of the attendance history of the elected officials.
- b. An annual training event to review ethics, finances, operations, and to address the expectations and goals of the City, including a self-assessment of the accomplishments and improvements needed by the Council and policy-making to achieve the goals of the City.
- c. The passage of purchasing policies to ensure fiscal accountability.
- d. Implementation of practices designed to maximize transparency and to make information about City government easily accessible to the public.
- e. A City Council Code of Conduct that is reviewed annually and readily available for Council Member reference.

#### **B. Goals and Objectives:**

- a. An annual evaluation and review of City operations, with feedback to the City Manager for implementation.
- b. An annual strategic planning and budget session to evaluate the satisfaction of expectations and goals of the City Council to ensure that expectations and goals are being met.

- c. Monthly financial and expenditure reports provided to the Council on a timely basis, including an annual review and approval of a comprehensive fee schedule for all fees charged by the City.
- d. Review of expenditures.
- e. Continued implementation of measures to improve transparency and to make information about the City's government easily accessible to the public.

### **FORM OF GOVERNMENT**

Understanding the role of the City Council with City employees begins with understanding the governmental role of the parties. The City Council serves as the legislative (and in some circumstances judicial) arm of the City, while the City Manager is the executive responsible for day-to-day operations. The Council is responsible for appointment of the City Manager, but the City Manager, and not the Council, is responsible for all other non-contractual employees of the City.

In most cities, one of the most difficult issues to deal with between the City, the City Manager, and the City employees is the question of involvement of the City Council in personnel matters. State statute specifically and clearly deals with this issue by providing that Council Members may not:

- A. direct or request the City Manager to appoint or remove officers or employees;
- B. participate in any manner in the appointment or removal of officers and employees of the City, except as provided by law and the Charter;
- C. give orders on ordinary administrative matters to any subordinate of the City Manager either publicly or privately.

There are many examples in which direction given to employees by a Council Member can result in difficulties and a violation of the law by the City Council Member. The following specific examples are examples of conduct that should be avoided:

- A. Council Members should not direct office personnel to perform any duties on behalf of the Council Member. If anything is needed from City employees, that request should be directed to the City Manager who can then communicate that request to the appropriate employee;

- B. Council Members should not appear at emergency scenes and expect to have any input into the handling of the situation any different than any other citizen;
- C. Council Members should not appear at public work sites and offer suggestions as to how the work can be better performed. Any direction of that type should be directed to the City Manager who can then communicate that direction, if appropriate, to the employees involved.

Council Members should also be aware that certain groups within the City are represented by state-sanctioned unions. The various unions representing City employees at different times may attempt to place pressure on Council Members to side with them in their pending negotiations. It is important for Council Members to limit their participation in negotiations with the Unions to a "formal" participation wherein they would participate through the appropriate channels and not do so in private meetings or in informal circumstances. Informal meetings circumvent the goals set by the Council as a group and by the staff in its attempt to reach a resolution.

### **SUCCEEDING AS AN ELECTED OFFICIAL**

**Policy-Making:** Public policy determines what services will be provided to the residents and the level of those services, what kinds of development will occur in the community, and it determines what the community's future will be. Elected officials have public policy-making responsibilities. Because policies affect everyone in the community in some way, the very best is demanded of public officials. Therefore, there are three major jobs elected officials have when creating policy:

#### **1. Goal-Setting**

To create an effective policy, elected officials must set a strategic direction to achieve a specific goal or vision. Goals should be realistic, achievable, and in the public's best interest. Without a goal, it can be easy to lose sight and direction of the policy's purpose and importance to the community.

#### **2. Achieve the goal**

City Councils should adopt policies that enable the organization to go in the direction and establish the policy set in the goal-setting stage. Policy-making requires measurement of the consequences of policy decisions against the community's vision, values, and goals. It can be difficult to determine what a "good" policy is; the following qualities may assist in that determination:

- There is public support.

- The policy is fair and equitable and does not impose disproportional impacts on interest groups.
- Throughout the policy-making process, officials analyzed the impact a policy will have and measured the consequences of policy decisions against the community it affects.
- Officials maintained clear goals while considering a range of alternatives and assessed the impacts of alternatives.
- The policy is relevant and addresses an issue or problems that is generally perceived as significant to the community.
- The policy can be implemented, has a reasonable chance of working, and there are clear assignments for responsibilities for implementation.
- The results are monitored.

### **3. Monitor results**

There is always a risk that policy decisions will not accomplish their intended goal or have an unintended negative impact. To gauge effectiveness, monitoring results is necessary. One way to monitor the results of a policy is to get reports and updates on the policy. Good monitoring systems may provide early warning of failure and the opportunity to alter or abandon a policy before the policy negatively affects the public.

**Fiduciary Duties:** The public delegates governing authority to public officials to exercise discretion over the public treasury and to create laws that will impact their lives. The public official, once elected, appointed, or hired, is in a superior position to that of the individual citizen due to specialized governmental knowledge and the ability to advise, deliberate, and participate in the representative process. The public trusts that the public official will act in the public's best interest. Fiduciaries are under rigorous obligations that ensure compliance with their role responsibilities. Those obligations are:

#### **1. The Duty of Obedience**

The duty of obedience requires that an elected official ensures compliance with applicable laws and regulations, acts in accordance with City policies, and carries out the mission to serve its constituents appropriately. Public officials should ensure they carry out their intended purpose and do not engage in unauthorized activities.

#### **2. The Duty of Loyalty**

Public officials have an absolute obligation to put the public's interest before their own direct or indirect personal interests. The public official breaches this obligation

when he or she benefits at the public expense. Prohibited benefits can be financial (such as engaging in pay-to-play-politics or participating in decisions that favorably impact an official's business, property, or investments), career related (such as using public office and/or public resources to obtain future employment or political position), or personal such as benefits to family members or close associates. When general ethical duties to family or friends conflict with duty to the public, the public duty must prevail.

### **3. The Duty of Care**

The duty care requires that the public official competently and faithfully execute the duties of the office. Under duty of care fall such obligations as the duty to manage assets competently and be good stewards of the public treasury, to use due diligence in the selection and supervision of the City Manager, to follow the rules and to uphold the constitution and laws of the City of Bethany and the State of Oklahoma. Examples of breach of this duty include failure to attend meetings, failure to investigate, failure to engage in the deliberative process, and failure to vote.

## **MEETINGS AND THE OPEN MEETING ACT**

Meetings of public bodies are governed by the Oklahoma Open Meeting Act. **A violation of the Open Meeting Act can result in criminal charges against the individual Council Member.** The Open Meeting Act has four areas that cause the most concern:

1. Defining Meeting: The Open Meeting Act defines a meeting as "the conducting of business of a public body by a majority of its members being personally together." An informal get-together involving five Council Members can constitute a "meeting." Further, there is no requirement that there be a vote taken, but only discussion.

Meetings cannot be held unless an agenda is posted and the public is advised that the meeting is going to take place. Therefore, in order to avoid any type of problem with an illegal meeting, each Council Member should be especially careful to avoid any discussion of any City business, or any matter indirectly related to City business, at any time in which five Council Members are present. It is the responsibility of the individual Council Member to avoid this problem. (Telephone or computer communication by a majority of members is also prohibited.)

**Further, extreme care should be taken with regard to discussions held either**

**immediately before or immediately after Council Meetings.**

2. Notice and Agenda: State law requires that an agenda be posted for any meeting that is to be held. If an item is not posted on an agenda, it should not be discussed or acted upon at a meeting of the City Council. (If five Council Members meet informally and discuss City business, a violation of the Act occurs by the failure to post an agenda.)
3. Consent Agenda: A consent agenda is used by the City to allow approval, by one motion and vote, of a number of items that are considered routine. The City Manager or Staff will recommend those items that are included. Any Council Member who wants a vote on any individual item can remove the item from consent. Additionally, the City Council can discuss any consent issue without removing it from the consent agenda.

**Executive Sessions:** Executive sessions can only be held for certain specific reasons, such as to discuss pending litigation or claims, the purchase of property, union negotiations and the employment, hiring, appointment, promotion, demotion, discipline or resignation of an individual, salaried, public officer or employee.

Executive sessions cannot be used to discuss general personnel problems of the City or a department and cannot be held unless they are listed on the agenda. The Open Meeting Act also requires a specific listing of the type of matter being discussed in an executive session. Therefore, executive sessions are limited to the specific item to be discussed and other general City business cannot be discussed at that time. Any action taken as a result of an executive session must be voted on in public. Executive sessions are intended as private, confidential meetings in which the private discussions cannot be disclosed by any of those present.

**Attendance:** Attendance at City Council meetings by members is addressed by statute. Any Council Member who misses more than half of the regular and special meetings that occur within any four-month time period forfeits, as a matter of law, their office. There are no exceptions to the statutory requirement, no ability of the City to waive that requirement, and no action for removal that is required - the forfeiture occurs as a matter of law without any affirmative vote by the other members.

**CONFLICTS OF INTEREST AND CONDUCT**

One of the more dangerous and sensitive subjects involving City Council Members is the question of conflicts of interest. The topic is especially troublesome because the penalty involved, if there is a conflict with a Council Member and some action being taken by the City, is severe.

In general, the conflict of interest statutes fall into four categories, as follows:

- A.** A general prohibition that precludes any officer, employee, or family member of any officer or employee from doing any business of any type with the City. The violation of the statute is a misdemeanor, the contract or agreement entered into is void as a matter of law, and any member voting to approve the contract is personally liable for the amount of the transaction.
- B.** There are a series of statutes dealing with public trusts that preclude the public trusts from contracting with trust members or their families. If that conduct occurs, the Trustee is removed as a matter of law and the contract is void. Further, the public trust statutes preclude bidding in certain instances by family members and again results in any contract approved, even after the bid, being void and the member who has a conflict being guilty of a felony. Further, willful violations result in removal of the Trustee.
- C.** There are public finance statutes that provide that no contract with a City Council Member or in which a Member "directly or indirectly is interested" will be valid. The contract is treated as void. The purpose of the statute is to provide an additional safeguard concerning the expenditure of monies by public bodies in which individual City Council Members are receiving some interest.
- D.** In addition to the above three conflict of interest statutes, there is also a criminal statute that provides that it is unlawful for any City Council Member to sell materials, supplies or other goods to the City. Any such contract is also void. All members voting yes are personally liable for the amount of the purchase. Fines and criminal penalties are provided for.
- E.** Lastly, if a Council Member serves on the board of directors of a company doing business with the City, a conflict exists that will require the Council Member to excuse themselves from the discussion and voting on those business dealings.

The best approach in dealing with possible conflicts is to act with caution. The very basic summary of the rule is that the City cannot contract with any City Council Member or family of any City Council Member. This rule applies even if the Member involved abstains and does not participate in the agreement.

The most likely situation is one in which there is not a direct conflict but some appearance of a conflict because of other business dealings or family members. In those instances, the potential conflict should be disclosed, the potential conflict investigated, and a decision made as to whether the potential conflict is a real conflict.

The statutes that regulate council members fall into the following categories:

## **COUNCIL MEMBERS PROHIBITED FROM DOING BUSINESS WITH THE CITY**

### **11 Okla.Stat. §8-113 - Prohibited Conduct**

A. Except as otherwise provided by this section, no municipal officer or employee, or any business in which the officer, employee, or spouse of the officer or employee has a proprietary interest, shall engage in:

1. Selling, buying, or leasing property, real or personal, to or from the municipality;
2. Contracting with the municipality; or
3. Buying or bartering for or otherwise engaging in any manner in the acquisition of any bonds, warrants, or other evidence of indebtedness of the municipality.

B. The provisions of this section shall not apply to any officer or employee of any municipality of this state with a population of not more than two thousand five hundred (2,500) according to the latest Federal Decennial Census, who has a proprietary interest in a business which is the only business of that type within five (5) miles of the corporate limits of the municipality. However, any activities permitted by this subsection shall not exceed Two Thousand Five Hundred Dollars (\$2,500.00) for any single activity and shall not exceed Fifteen Thousand Dollars (\$15,000.00) for all activities in any calendar year. Provided, however, such activity may exceed Fifteen Thousand Dollars (\$15,000.00) per year if the municipality purchases items therefrom that are regularly sold to the general public in the normal

course of business and the price charged to the municipality by the business does not exceed the price charged to the general public.

C. Provisions of this section shall not apply where competitive bids were obtained consistent with municipal ordinance or state law and two or more bids were submitted for the materials, supplies, or services to be procured by the municipality regardless of the population restrictions of subsection B of this section. Provided the notice of bids was made public and open to all potential bidders.

D. All bids, both successful and unsuccessful, and all contracts and required bonds shall be placed on file and maintained in the main office of the awarding municipality for a period of five (5) years from the date of opening of bids or for a period of three (3) years from the date of completion of the contract, whichever is longer, shall be open to public inspection and shall be matters of public record.

E. For purposes of this section, "employee" means any person who is employed by a municipality more than ten (10) hours in a week for more than thirteen (13) consecutive weeks and who enters into, recommends or participates in the decision to enter into any transaction described in subsection A of this section. Any person who receives wages, reimbursement for expenses, or emoluments of any kind from a municipality, any spouse of the person, or any business in which the person or spouse has a proprietary interest shall not buy or otherwise become interested in the transfer of any surplus property of a municipality or a public trust of which the municipality is beneficiary unless the surplus property is offered for sale to the public after notice of the sale is published.

F. For purposes of this section, "proprietary interest" means ownership of more than twenty-five percent (25%) of the business or of the stock therein or any percentage which constitutes a controlling interest but shall not include any interest held by a blind trust.

G. Any person convicted of violating the provisions of this section shall be guilty of a misdemeanor. Any transaction entered into in violation of the provisions of this section is void. Any member of a governing body who approves any transaction in violation of the provisions of this section shall be held personally liable for the amount of the transaction.

H. Notwithstanding the provisions of this section, any officer, director or employee of a financial institution may serve on a board of a public body. Provided, the member shall abstain from voting on any matter relating to a transaction between

or involving the financial institution in which they are associated and the public body in which they serve.

### **Public Competitive Bidding Act.**

#### **22 Okla.Stat. § 355 – Furnishing Public Supplies for Consideration-Exceptions.**

**A.** It shall be unlawful for any member of any board of county commissioners, city council or other governing body of any city, board of trustees of any town, board of directors of any township, board of education of any city or school district, to furnish, for a consideration any material or supplies for the use of the county, city, town, township, or school district.

**B.** The provisions of this section shall not apply to those municipal officers who are subject to Section 8-113 of Title 11 of the Oklahoma Statutes or to a member of any board of education of a school district in this state which does not include any part of a municipality with a population greater than two thousand five hundred (2,500) according to the latest Federal Decennial Census when the board member is the only person who furnishes the material or supplies within ten (10) miles of the corporate limits of the municipality. However, any activities permitted by this subsection shall not exceed Five Hundred Dollars (\$500.00) for any single activity and shall not exceed Two Thousand Five Hundred Dollars (\$2,500.00) for all activities in any calendar year.

**C.** It shall not be unlawful for any member of any board of county commissioners, city council or other governing body of any city, board of trustees of any town, board of directors of any township, or board of education of any school district to vote to purchase materials or supplies from a business that employs a member of the governing body or employs the spouse of a member if the member or the spouse of a member has an interest in the business of five percent (5%) or less.

#### **21 Okla.Stat. § 344 – Personal Interest of Official in Transaction – Penalty.**

**A.** Except as otherwise provided in this section, every public officer, being authorized to sell or lease any property, or make any contract in his or her official capacity, who voluntarily becomes interested individually in such sale, lease or contract, directly or indirectly, is guilty of a misdemeanor.

**B.** The provisions of this section shall not apply to:

1. Municipal officers who are subject to the provisions of Section 8-113 of Title 11 of the Oklahoma Statutes; and
2. Conservation district board members participating in programs authorized by Section 3-2-106 of Title 27A of the Oklahoma Statutes.

### **CODE OF ETHICS FOR ELECTED OFFICIALS**

The Code of Ethics of the City Council is to ensure that, over time, consistent rules are applied to those who may be elected. The Code of Ethics is in place, and has as its foundation, the principle that the governing body should enact rules for its conduct, and should be responsible to ensure that those rules are enforced.

Oklahoma State Statutes and Ordinances provide detailed information on the roles and responsibilities of Council Members, the Vice-Mayor and the Mayor. This code is intended as a policy statement for City Council to help ensure fair, ethical and accountable local government.

This Code of Ethics is designed to describe the manner in which Council Members should treat one another, Staff, constituents, and others that they may come into contact with while representing the City. The policy defines more clearly the behavior, manners and courtesies that are suitable for various occasions. The policy also considers a wide variety of policy changes and clarifications designed to make public meetings and the process of governance run more smoothly.

The constant and consistent theme through all of the conduct guidelines is "respect." Council Members experience huge workloads and tremendous stress in making decisions that could impact hundreds of lives. Despite these pressures, elected officials are called upon to exhibit appropriate behavior at all times. Demonstrating respect for each individual, through words and actions, is the touchstone that can help guide Council Members to do the right thing in even the most difficult situations.

### **OVERVIEW OF ROLES & RESPONSIBILITIES**

Other resources that are helpful in defining the roles and responsibilities of elected officials can be found in the Oklahoma State Statues, the Code of Ordinances and the Municipal Handbook from the Oklahoma Municipal League.

## **MAYOR**

- Acts as the official head of the City for all ceremonial purposes and military law.
- Chairs Council Meetings.
- Calls for special meetings.
- Recognized as spokesperson for the City.
- Selects substitute for City representation when the Mayor cannot attend
- Makes judgment calls on proclamations.
- Recommends subcommittees, as appropriate, for Council approval.
- Leads the Council into an effective, cohesive working team.
- Signs documents on behalf of the City.

## **VICE MAYOR**

- Performs the duties of the Mayor if the Mayor is absent or disabled.
- Chairs City Council Meetings at the request of the Mayor.
- Represents the City at ceremonial functions at the request of the Mayor
- Moves or makes motions on agenda items at City Council Meetings.

## **CITY COUNCIL MEMBERS**

- All members of the City Council, including those serving as Mayor and Vice-Mayor, have equal votes.
- No City Council Member has more power than any other Council Member, and all should be treated with equal respect.

## **RESPONSIBILITY OF ALL COUNCIL MEMBERS**

- Fully participate in meetings and other public forums while demonstrating respect, kindness, consideration, and courtesy to others, including the public, other Members, and employees of the City.
- Prepare in advance of meetings and be familiar with issues on the agenda.
- Represent the City at ceremonial functions at the request of the Mayor.
- Be respectful of other people's time.
- Stay focused and act efficiently during public meetings.
- Serve as a model of leadership and civility to the community.
- Inspire public confidence in government.
- Provide contact information with the administration in case an emergency or urgent situation arises.
- Demonstrate honesty and integrity in every action and statement.

- Participate in scheduled activities to increase team effectiveness and review City Council procedures, such as this Code of Conduct.

### **MEETING CHAIR**

The Mayor will chair official meetings of the City Council, unless the Vice- Mayor or another Council Member is designated as chair of a specific meeting. The Chair shall:

- Maintain order, decorum and the fair and equitable treatment of all speakers.
- Keep discussion and questions focused on specific agenda items under consideration and make parliamentary rulings with advice.

### **POLICY ROLE OF THE CITY COUNCIL**

Members shall respect and adhere to the structure of the City government as outlined by Oklahoma Statutes and the City Charter. City Council Members shall be informed of their role in their form of government and shall not interfere in those areas of operation that are the responsibility of others in their form of government. Except as where specifically allowed by statute, Council Members should not interfere with the administrative functions of the City or the professional duties of City Staff, nor shall they impair the ability of Staff to implement council policy decisions.

### **POLICIES & PROTOCOL RELATED TO CONDUCT**

- A. Ceremonial Events:** Requests for a City representative at ceremonial events will be handled by the City Manager. The Mayor will serve as the designated City representative. If the Mayor is unavailable, then the Vice-Mayor shall serve as the representative. If the Vice-Mayor is unavailable, the Mayor will recommend another Council Member.
- B. Correspondence Signatures:** The City Clerk and the Executive Assistant will assist in the preparation of any official correspondence needed by the Council. All Council Members should be aware that all correspondence generated by them in their official capacity will likely be subject to the Open Records Act and, therefore, will become a public record subject to inspection by any member of the public.
- C. Endorsement of Candidates:** City Council Members have the right to endorse candidates for all Council seats or other elected offices. It is inappropriate to mention endorsements during City Council Meetings or other official City meetings.

- D. Travel Expenses:** All travel of the City Council Members, in which the Member expects to officially represent the City and/or be reimbursed by the City for travel costs, must be approved in accordance with the City's travel and expense reimbursement policy.

### **CITY COUNCIL MEMBER CONDUCT WITH ONE ANOTHER**

City Councils are composed of individuals with a wide variety of backgrounds, personalities, values, opinions and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and the future of the City of Bethany. In all cases, this common goal should be acknowledged even as the Council Members may "agree to disagree" on contentious issues.

### **IN PUBLIC MEETINGS**

- A. Practice Civility and Decorum in Discussions and Debate:** Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. This does not allow, however, Council Members to make belligerent, personal, impertinent, slanderous, threatening, abusive or disparaging comments. No shouting or physical actions will be tolerated.
- B. Honor the Role of the Chair in Maintaining Order:** It is the responsibility of the Chair to keep the comments of Council Members on track during public meetings. Council Members should honor efforts by the Chair to focus discussion on current agenda items. If there is disagreement about the agenda or the Chair's actions, those objections should be voiced politely and with reason, following procedures outlined in the Rules of Conduct for City Council Meetings.
- C. Avoid Personal Comments That Could Offend Other City Council Members:** City Council Members shall avoid personal comments that could offend other Members.
- D. Demonstrate Effective Problem-Solving Approaches:** City Council Members have a public stage to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

### **IN PRIVATE ENCOUNTERS**

- A. Continue Respectful Behavior in Private:** The same level of respect and consideration of differing points of view that is deemed appropriate for public discussions should be maintained in private conversations.
- B. Be Aware of the Insecurity of Written Notes, Voicemail Messages, And Email:** Technology allows words written or said without much forethought to be distributed. Written notes, voicemail messages and e-mails should be treated as potentially "public" communication.
- C. Even Private Conversations Can Have a Public Presence:** Elected officials are always on display -- their actions, mannerisms, and language are monitored by people around them that they may not know. Lunch table conversations will be eavesdropped upon, parking lot debates will be watched, and casual comments between individuals before and after public meetings noted.

## **BOARD CONDUCT WITH TOWN STAFF**

Governance of a city relies on the cooperative efforts of elected officials, who set policy, and Staff, who implement and administer the City Council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

- A. Treat All Staff as Professionals:** Clear, honest communication that respects the abilities, experience and dignity of each individual is expected. Poor behavior toward Staff is not acceptable.
- B. Limit Contact to Specific City Staff:** Questions of Staff and/or requests for additional background information should be directed through the City Manager. Materials supplied to a City Council Member in response to a request may be made available to all members of the board so that all have equal access to information.
- C. Never Publicly Criticize an Individual Employee:** City Council Members should never express concerns about the performance of a City employee in public, to the employee directly, or to the employee's Department Director. Comments about Staff performance should only be made to the City Manager through private correspondence or conversation. Council Members are not to

get involved in daily administrative functions, except those involving committees established by the City Council and those involving Council agenda items in which management is presenting the item for consideration. City Council Members must not attempt to influence City Staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of city licenses and permits, except to the extent those items involve City Council agenda items or items presented to board committees.

- D. Check with City Staff on Correspondence Before Taking Action:** Before sending correspondence, City Council Members should check with the City Manager to see if an official City response has already been sent or is in progress.

### **BOARD CONDUCT WITH THE PUBLIC: IN PUBLIC MEETINGS**

Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual City Council Members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

- A. Be Welcoming to Speakers and Treat Them with Care and Gentleness:** The way that the City Council treats people during public hearings can do a great deal to make them relax or push their emotions to a higher level of intensity.
- B. Actively Listen:** It is disconcerting to speakers to have Council Members not look at them when they are speaking. It is fine to look down at documents or to make notes, but reading for a long period of time or gazing around the room gives the appearance of disinterest. Be aware of facial expressions, especially those that could be interpreted as "smirking," disbelief, anger or boredom. If speakers become flustered or defensive by City Council questions, it is the responsibility of the chair to calm and focus the speaker and to maintain the order and decorum of the meeting. Questions by City Council Members to members of the public should seek to clarify or expand information. It is never appropriate to belligerently challenge or belittle the speaker.
- C. No Personal Attacks of Any Kind, Under Any Circumstance:** Council Members should be aware that their body language and tone of voice, as well as, the words they use, can appear to be intimidating or aggressive.

- D. Follow Rules of Conduct for City of Bethany City Council Meetings:** Council Members should follow the Rules of Conduct for City of Bethany City Council Meetings.

## **COUNCIL MEMBER CONDUCT WITH THE PUBLIC: IN UNOFFICIAL SETTINGS**

- A. Make No Promises on Behalf of the City Council:** Council Members will frequently be asked to explain a Council action or to give their opinion about an issue as they meet and talk with constituents in the community. It is appropriate to give a brief overview of City policy and to refer to the City Manager or Staff for further information. It is inappropriate to overtly or implicitly promise Council action, or to promise Staff will do something specific.
- B. Make No Personal Comments About Other City Council Members:** It is acceptable to publicly disagree about an issue, but it is unacceptable to make derogatory comments about other City Council Members, their opinions and actions.
- C. Remember That This Is a Small Town at Heart:** City Council Members are constantly being observed by the community every day that they serve in office. Their behaviors and comments serve as models for proper deportment in the City. Honesty and respect for the dignity of each individual should be reflected in every word and action taken by council members. It is a serious and continuous responsibility.

## **COUNCIL MEMBER CONDUCT WITH OTHER PUBLIC AGENCIES**

- A. Be Clear About Representing the City or Personal Interests:** If a Council Member appears before another governmental agency or organization to give a statement on an issue, the Council Member must clearly state:
- a. If his or her statement reflects personal opinion or is the official stance of the City;
  - b. Whether this is the majority or minority opinion of the City Council. If the Council Member is representing the City, the Member must support and advocate the official City position on an issue, not a personal

viewpoint.

- c. If the Council Member is representing another organization whose position is different from the City, the Member should withdraw from voting on the issue if it significantly impacts or is detrimental to the City's interest. Council Members should be clear about which organizations they represent and inform the Mayor and City Council of their involvement.

**B. Correspondence Also Should Be Equally Clear About Representation:**

City letterhead may be used when the Council Member is representing the City and the City's official position. A copy of official correspondence should be given to the City Clerk or Executive Assistant for filing as part of the permanent public record.

**COUNCIL MEMBER CONDUCT WITH BOARDS AND COMMISSIONS**

The City has established several boards and commissions as a means of gathering more community input. Citizens who serve on boards and commissions become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

**A. If Attending a Board or Commission Meeting, Be Careful to Only**

**Express Personal Opinions:** Council Members may attend any board or commission meeting, which are always open to any member of the public. However, Council Members should be sensitive to the way their participation -- especially if it is on behalf of an individual, business or developer -- could be viewed as unfairly affecting the process. Any public comments by a Council Member at a board or commission meeting should be clearly made as individual opinion and not a representation of the feelings of the entire City Council.

**B. Limit Contact with Board and Commission Members to Questions of**

**Clarification:** It is inappropriate for a Council Member to contact a board or commission member to lobby on behalf of an individual, business, or developer. It is acceptable for Council Members to contact board or commission members in order to clarify a position taken by the board or commission.

**C. Remember That Boards and Commissions Serve the Community: The**

City Council appoints individuals to serve on boards and commissions, and it is the responsibility of boards and commissions to follow policy established by the Council, but board and commission members do not report to individual Council Members, nor should Council Members feel they have the power or right to threaten board and commission members with removal if they disagree about an issue. Appointment and reappointment to a board or commission should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. A board or commission appointment should not be used as a political "reward."

**D. Be Respectful of Diverse Opinions:** A primary role of boards and commissions is to represent many points of view in the community and to provide the Council with advice based on a full spectrum of concerns and perspectives. Council Members may have a closer working relationship with some individuals serving on boards and commissions, but must be fair and respectful of all citizens serving on boards and commissions.

**E. Keep Political Support Away from Public Forums:** Board and commission members may offer political support to a Council Member, but not in a public forum while conducting official duties. Conversely, Council Members may support board and commission members who are running for office, but not in an official forum in their capacity as a Council Member.

## **COUNCIL MEMBER CONDUCT WITH THE MEDIA**

Council Members may be contacted by the media for background and quotes.

**A. The Best Advice for Dealing with The Media is to Never Go "Off the Record":** Most members of the media represent the highest levels of journalistic integrity and ethics, and can be trusted to keep their word, but one bad experience can be catastrophic. Words that are not said cannot be quoted.

**B. The Mayor Is the Official Spokesperson for the City's Position:** The Mayor is the designated representative of the City Council to present and speak on the official City position. If an individual Council Member is contacted by the media, the Member should be clear about whether their comments represent the official City position or a personal viewpoint.

**C. Choose Words Carefully and Cautiously:** Comments taken out of context can cause problems. Be especially cautious about humor, sardonic asides, sarcasm or word play. It is never appropriate to use personal slurs or swear

words when talking with the media.

## **COUNCIL ACCESS AND USE OF PUBLIC FACILITIES AND EQUIPMENT**

City Council Members acknowledge that the powers bestowed on the Council by state law are granted to the Council as a whole, and not to individual Members. As such, the powers granted to Council are only exercised in public meetings in compliance with the Oklahoma Open Meeting Act.

Individual Council Members, other than the Mayor who has an office at City Hall, do not have any greater access to public facilities, work sites, or city-owned property and equipment than the public at large. All requests for assistance with official duties (clerical, mailing, travel arrangements, etc.) should be made through the City Manager or a Staff Member designated by the City Manager.

The use of any city equipment, even if authorized and provided through the proper channels, shall be in accordance with the policies of the city, and not for personal use. City e-mail accounts should be used exclusively for city business. In order to comply with legal requirements for the preservation of public records, Council Members should conduct city business through the city email account.

## **TRAINING AND BUILDING STABILITY**

### **MANDATORY COUNCIL EDUCATION**

A statute was passed by the Oklahoma legislature requiring all Council and Board Members elected after January 1, 2005, to attend eight hours of municipal government training within one year of taking office. The specific terms of the statute are as follows:

#### **Section 8-114 - First Time Elected or Appointed Officers Required to Attend Institute for Municipal Officers**

**A. Each person elected or appointed for the first time as an officer of a municipality** as defined by paragraph 6 of Section 1-102 of this title, shall be required within one (1) year after taking the oath of office to attend an institute for municipal officials. The Institute shall be conducted at all times, in cooperation with the Oklahoma Department of Career and Technology

Education, by or under the supervision of a statewide organization that is exempt from taxation under federal law and designated pursuant to the provisions of the Internal Revenue Code, 26 U.S.C., Section 170(a). The statewide organization shall demonstrate to the Oklahoma Department of Career and Technology Education that it has represented municipalities, had statutory functions and conducted training programs for municipalities for at least fifteen (15) years prior to November 1, 2005. It shall further demonstrate that its continuous official purpose is to promote the general welfare of cities and towns, to foster or conduct schools, short courses and other training sessions, to provide technical assistance and consulting services and other aids for the improvement and increased efficiency of city and town government, and to serve as the representative of cities and towns in carrying out the duties and prerogatives conferred on it by state law.

**B. The Institute shall consist of eight (8) hours of instruction.** A certificate of completion shall be awarded to those persons who attend and successfully complete the Institute and a list of those persons shall be filed with the Oklahoma Department of Career and Technology Education.

**C. The curriculum for the Institute shall include,** but not be limited to: municipal budget requirements, the Oklahoma Open Meeting Act, the Oklahoma Open Records Act, ethics, procedures for conducting meetings, conflict of interest, and purchasing procedures.

**D. The Institute shall be held at a minimum of six regional locations in the state.** Every effort shall be made by the Institute to accommodate training through long-distance learning.

**E. A person elected or appointed to a municipal office** who fails to satisfy the education requirements of this section shall cease to hold the office commencing at the next scheduled meeting of the governing body following the first-year anniversary of the person's taking the oath of office.

**F. At the time of filing, the designated statewide organization** shall provide the necessary information to the candidate of the option for attendance at the Institute as provided for in this section. In the case of officials nominated and elected for municipal offices at town meetings, the presiding officer of the town meeting shall notify the candidate of the option.

The failure to obtain the training results in a forfeiture of office without any

affirmative vote by the other members, and may preclude the Council Member from being eligible to serve in the future.

## **BUILDING STABILITY**

The City Council aspires the following:

- A. **Stability:** Everyone the City Council deals with needs the City government to be stable, meaning predictable, reliable and consistent in how the Council does business.
- B. **Fulfilling:** The city government experience should be fulfilling for everyone involved, from the highest ranking to the lowest ranking person associated with the government.
- C. **Enjoyable:** The City Council deals with difficult issues, but the experience of working to make City government better should be enjoyable for everyone involved.

The more stable the City of Bethany, the more fulfilling and enjoyable Council Member service will be. The stability test was created as a way to measure how cities and towns are doing. The 10 categories used were chosen based on input from a number of municipal officials, with the idea that elected and appointed officials should identify the broad areas that should be measured to determine how well communities are functioning. Some cities have adopted this test as a framework for annual retreats, using it to identify areas in which they seek improvement and as a way to measure how they have improved. The stability test will consist of the following categories: financial stability, governing body stability, meetings, employees, public image, crisis management, economic development, planning and goal setting, administration, and communication. The Board will take the stability test no less than once per fiscal year.

## **PUBLIC IMAGE**

One of the biggest problems facing municipalities is a negative public image. Cities and Towns continue to work to improve services and accessibility to the community, yet the public focuses on the negatives. By utilizing social media, the City Council can improve the City's public image. If utilized correctly, Council Members will learn to engage with the community and build rapport. Social media can be a tool for notices and pushing information, but it can also build engagement and interaction.

NOTICE: On, Thursday December 21, 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, JANUARY 2, 2024

6:30 P.M.

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

MEMBERS ABSENT:

OTHERS PRESENT:	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Steve Manek	TEIM Design
	Sean Fairbairn	Cowan Engineering
	Jon Wolff	Municipal Finance Svc.
	(See Roster)	

Chairman Lloyd called the Bethany Public Works Authority meeting to order at 8:37 P.M.

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

- A. APPROVAL OF MINUTES FROM DECEMBER 19, 2023, REGULAR MEETING.**
- B. APPROVAL OF CLAIMS: THESE CLAIMS HAVE BEEN FOUND TO BE IN ORDER BY STAFF AND PROPER AS TO FORM AND PROCEDURE AND ARE RECOMMENDED FOR PAYMENT. A COPY OF THE CLAIMS.**

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

Powell, Magirowsky, McPhail, Plank, Smart, and Palmer. 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")**.

Council Member Palmer requested an item pertaining to the BWA-PWA Operations and Maintenance Contract with BPWA be placed on the next agenda for discussion. Council Member Plank agreed.

**ITEM NO. 4** on the agenda was **ADJOURN UNTIL JANUARY 16, 2024.**

Chairman Lloyd adjourned the Bethany Public Works meeting at 8:40 P.M. until January 16, 2024.

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CHAIRMAN

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SECRETARY

## BETHANY CITY COUNCIL

**From:** Michael Vaughn, Finance Director  
**Date:** January 11, 2024  
**Subject:** Claims list for the 01/16/2024 City Council Meeting

### GENERAL OPERATIONS FUND

FUND	AMOUNT
General Operations Fund	\$ 84,673.14
Public Safety Fund	\$ 5,923.24
Capital Improvement Fund	\$ 35,942.36
Federal Grant Fund	\$ 401,040.00
2022A GO Bond	\$ 43,431.71
Municipal Court Fund	\$ 6,857.01
<b>TOTAL</b>	<b>\$ 577,867.46</b>

### ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 577,867.46
Bethany Public Works Authority	\$ 434,214.72
Bethany Hospital Trust	\$ -
Bethany Development Authority	\$ -
<b>TOTAL</b>	<b>\$ 1,012,082.18</b>

### RECOMMENDATION

1. Approve claims as presented.



P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A		NON-DEPARTMENTAL				
24-49558	10-005216	PERDUE BRANDON FIELDER COLLDEC	2023 COLLECTION RPT	1/2024	DEC--23	1,390.65
DEPARTMENT TOTAL:						1,390.65
DEPARTMENT: 01.0		MANAGEMENT				
24-48126	10-004660	MOTHER NATURE'S INC.	PEST INSIDE/OUTSIDE	1/2024	1430993	120.00
24-49579	10-004790	HARVEY JANITORIAL SALES	15 BAGS OF ICE MELT	1/2024	213130	147.30
24-48170	10-005084	JAN-PRO CLEANING SYSTEMS	CH CLEANING SVC.	1/2024	INV27628	813.00
24-49031	10-005156	COX COMMUNICATIONS INC.	PHONES, INTERNET	1/2024	20231231	1,455.13
24-48301	10-005373	CARD SERVICES/PI	74 AZUARE MICROSOFT LIC.	1/2024	E0300QH82G- JAN	456.00
24-48399	10-005373	CARD SERVICES/PI	INDEED ADS	1/2024	87363086	18.37
24-48991	10-005373	CARD SERVICES/PI	MICROSOFT BUSINESS LICENS	1/2024	E0300QH8R	512.50
24-48257	10-005519	CRAWFORD & ASSOCIATES, P.C.	AUDIT PREP/FINANCIAL SVC	1/2024	17851	3,980.00
24-48194	10-005851	LYTLE, SOULE' & FELTY, P.C.	ATTORNEY MNTLY CONTRACT	1/2024	208034	5,000.00
24-48195	10-005851	LYTLE, SOULE' & FELTY, P.C.	ATTORNEY OUTSIDE CONTRACT	1/2024	208036	1,979.50
24-48296	10-1068	ONG	MNTHLY SVC	1/2024	20231218	599.35
24-49575	10-1085	OKLAHOMA MUNICIPAL ASSURANC	GEN LIABILITY/AUTO	1/2024	20240116	1,123.23
24-48079	10-2274	OZARKA WATER COMPANY	MO RENTAL/WATER	1/2024	0992577	32.89
24-48400	10-2448	MARGARET MCMORROW-LOVE	LEGAL SVC	1/2024	20231229	176.00
24-48167	10-3196	IMAGENET CONSULTING, LLC	MONTHLY SVC IT	1/2024	INV791029	7,657.50
DEPARTMENT TOTAL:						24,070.77
DEPARTMENT: 02.0		FINANCE				
24-48313	10-0596	FUZZELL'S BUSINESS	SHARP COPIER MAINTENANCE	1/2024	MM98716	9.21
DEPARTMENT TOTAL:						9.21
DEPARTMENT: 03.0		COURT				
24-49031	10-005156	COX COMMUNICATIONS INC.	PHONES, INTERNET	1/2024	20231231	437.35
24-48342	10-006123	CHRISTOPHER T. STEIN	CITY PROSECUTOR FEE	1/2024	231206	1,947.00
24-48296	10-1068	ONG	MNTHLY SVC	1/2024	20231218	135.61
24-49575	10-1085	OKLAHOMA MUNICIPAL ASSURANC	GEN LIABILITY/AUTO	1/2024	20240116	802.31
DEPARTMENT TOTAL:						3,322.27

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 05.0		POLICE				
24-48066	10-004660	MOTHER NATURE'S INC.	Spraying for Bugs Monthly	1/2024	1430992	60.00
24-48134	10-004789	TRADS, INC	Monthly Usage	1/2024	DEC POLICE	75.00
24-49579	10-004790	HARVEY JANITORIAL SALES	15 BAGS OF ICE MELT	1/2024	213130	147.30
24-49031	10-005156	COX COMMUNICATIONS INC.	PHONES, INTERNET	1/2024	20231231	1,365.53
24-49528	10-005373	CARD SERVICES/P1	Cleaning Supplies	1/2024	20231228	281.56
24-49546	10-005373	CARD SERVICES/P1	Office Supplies	1/2024	5529047	120.33
24-48562	10-0465	OK DEPT OF PUBLIC SAFETY	OLETS	1/2024	LET-012894	495.00
24-48282	10-1063	OG&E	MNTHLY SVC	1/2024	20231221	20.94
24-48296	10-1068	ONG	MNTHLY SVC	1/2024	20231218	1,063.73
24-49575	10-1085	OKLAHOMA MUNICIPAL ASSURANC	GEN LIABILITY/AUTO	1/2024	20240116	11,472.96
24-48628	10-1551	UNITED ENGINES, LLC	Generator Inspection	1/2024	4129223	265.00
24-49082	10-1622	WESTLAKE ACE HARDWARE	Supplies for AC Floors	1/2024	3503799	180.35
24-48716	10-1717	JOHN REID	Coffee Pot Reimbursement	1/2024	0242649	32.54
24-49509	10-1726	BETHANY COUNTRY STORE	DOG FOOD AND CAT LITER	1/2024	20231222	450.00
24-49515	10-1922	ADAMS WINDOW TINTING LLC	Window Tint Dodge	1/2024	12324	280.00
24-49547	10-2081	LYNN PEAVEY COMPANY	Meth Test Kits	1/2024	406421	173.82
24-48405	10-2274	OZARKA WATER COMPANY	Yearly Water for Shelter	1/2024	0992603	9.99
24-48406	10-2274	OZARKA WATER COMPANY	Yealry Water for Range	1/2024	0992094	13.99
24-48059	10-3342	JANI-KING OF OKLAHOMA, INC.	PD Cleaning	1/2024	OKC01240110	1,774.66
24-49071	10-4090	AT&T MOBILITY	FirstNet	1/2024	12192023	1,665.63
24-48068	10-4388	ISG TECHNOLOGY, LLC	Prevntion Security	1/2024	ISG351108	1,204.00
24-49505	10-4388	ISG TECHNOLOGY, LLC	VEEAM Renewal	1/2024	ISG351491	249.48
DEPARTMENT TOTAL:						21,401.81
DEPARTMENT: 06.0		FIRE				
24-49031	10-005156	COX COMMUNICATIONS INC.	PHONES, INTERNET	1/2024	20231231	699.01
24-49568	10-006052	LARRISON ELECTRICL SERVICES	FD GENERATOR MAINTENANCE	1/2024	20866	614.00
24-48282	10-1063	OG&E	MNTHLY SVC	1/2024	20231221	118.52
24-48296	10-1068	ONG	MNTHLY SVC	1/2024	20231218	606.15
24-49575	10-1085	OKLAHOMA MUNICIPAL ASSURANC	GEN LIABILITY/AUTO	1/2024	20240116	1,979.02
24-49585	10-1165	CONRAD FIRE EQUIPMENT	LADDER-1 WHEEL HUB REPAIR	1/2024	572487	222.74
24-49234	10-4168	MYDER INC.	YEARLY LADDER TEST	1/2024	ML05056	1,294.85
DEPARTMENT TOTAL:						5,534.29

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 07.0		COMMUNITY DEV				
24-49355	10-004996	GOODYEAR COMMERCIAL TIRE &	NEW TIRES INSPECTOR CAR	1/2024	255-1028853	343.72
24-49349	10-005373	CARD SERVICES/P1	SCANNER/CAMERA/READER	1/2024	5039434	952.07
24-49473	10-005373	CARD SERVICES/P1	LASER JET PRINTER	1/2024	4042641	133.44
24-48313	10-0596	FUZZELL'S BUSINESS	SHARP COPIER MAINTENANCE	1/2024	MM98716	9.21
24-49575	10-1085	OKLAHOMA MUNICIPAL ASSURANC	GEN LIABILITY/AUTO	1/2024	20240116	802.31
24-49553	10-1530	THE TRIBUNE	PUBLICATION	1/2024	20231229	23.35
24-49582	10-3348	COUNTY CLERK OKLA COUNTY	LIEN RELEASE	1/2024	20240108	18.00
24-49126	10-3527	GEARWORKS	COB STICKERS CODE	1/2024	8922	200.00
DEPARTMENT TOTAL:						2,482.10
DEPARTMENT: 08.1		PUBLIC WORKS - ADMIN				
24-49031	10-005156	COX COMMUNICATIONS INC.	PHONES, INTERNET	1/2024	20231231	456.34
24-48296	10-1068	ONG	MNTHLY SVC	1/2024	20231218	551.87
24-49575	10-1085	OKLAHOMA MUNICIPAL ASSURANC	GEN LIABILITY/AUTO	1/2024	20240116	294.18
DEPARTMENT TOTAL:						1,302.39
DEPARTMENT: 08.2		PUBLIC WORKS - STREETS				
24-48191	10-004688	TLS GROUP, INC.	SIGNAL LIGHT MAINTENANCE	1/2024	0124-1807	480.00
24-49031	10-005156	COX COMMUNICATIONS INC.	PHONES, INTERNET	1/2024	20231231	454.18
24-49089	10-005350	FORCE PERSONNEL	TEMP HELP	1/2024	76859	2,849.75
24-49131	10-006114	READING TRUCK EQUIPMENT, LL#1500&#2000	CARTRIDGE	1/2024	J410004280	694.20
24-49506	10-0482	DOLESE BROS. CO.	PALLET OF PORTLAND	1/2024	MA23016042	439.25
24-49485	10-0694	HASKELL LEMON CONST CO	4 TONS OF ASPHALT	1/2024	6611	411.20
24-49492	10-0694	HASKELL LEMON CONST CO	4.5 TONS ASPHALT	1/2024	6635	380.00
24-48282	10-1063	OG&E	MNTHLY SVC	1/2024	20231221	14,255.48
24-49575	10-1085	OKLAHOMA MUNICIPAL ASSURANC	GEN LIABILITY/AUTO	1/2024	20240116	1,310.43
24-49489	10-1501	T & W TIRE LLC	TIRE REPAIR	1/2024	1090140152	206.85
24-49584	10-1622	WESTLAKE ACE HARDWARE	9 CANS OF DEICER	1/2024	3503935	59.31
24-49514	10-2123	HOME DEPOT CREDIT SVCS	LED LIGHT FOR STREETS	1/2024	021489/7023370	104.00
24-49566	10-2530	IMPROVED CONSTRUCTION METHOSAW	BLADE	1/2024	043662	150.00
DEPARTMENT TOTAL:						21,794.65

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08.4 PUBLIC WORKS - MAINT						
24-49581	10-005624	RAY ALBRIGHT STEEL PRODUCTS	STEEL FOR WASHBARN GRATES	1/2024	24-557	181.75
24-49575	10-1085	OKLAHOMA MUNICIPAL ASSURANCE	GEN LIABILITY/AUTO	1/2024	20240116	80.23
24-49213	10-2305	HOIDALE CO INC	DIESEL PROBE	1/2024	114374	558.50
DEPARTMENT TOTAL:						820.48
DEPARTMENT: 08.5 PUBLIC WORKS - PARKS						
24-48189	10-0006	A WELDORS SUPPLY	WELDING TANK RENTAL	1/2024	265316	24.80
24-49579	10-004790	HARVEY JANITORIAL SALES	15 BAGS OF ICE MELT	1/2024	213130	147.30
24-49031	10-005156	COX COMMUNICATIONS INC.	PHONES, INTERNET	1/2024	20231231	29.61
24-49042	10-005350	FORCE PERSONNEL	TEMP HELP	1/2024	76730	1,853.51
24-48282	10-1063	OG&E	MNTHLY SVC	1/2024	20231221	369.82
24-48296	10-1068	ONG	MNTHLY SVC	1/2024	20231218	39.25
24-49575	10-1085	OKLAHOMA MUNICIPAL ASSURANCE	GEN LIABILITY/AUTO	1/2024	20240116	80.23
DEPARTMENT TOTAL:						2,544.52
FUND TOTAL:						84,673.14

FUND: 021- PUBLIC SAFETY FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 99.0		NON-DEPARTMENTAL				
24-49430	10-004459	AXON ENTERPRISE, INC.	Batteries	1/2024	INUS210061	828.24
24-49275	10-004536	APPLIED CONCEPTS, INC.	2 Stalker Dual Radars	1/2024	431222	4,860.00
24-48052	10-004789	TRADS, INC	DEC 2023	1/2024	DEC. 2023	170.00
24-48312	10-1715	TYLER TECHNOLOGIES	NOTIFICATION CALLS	1/2024	025-450884	65.00
DEPARTMENT TOTAL:						5,923.24
FUND TOTAL:						5,923.24

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	1/2024	12394	11,447.00
24-48277	10-1765	ROLL OFFS OF AMERICA INC	302YRD REAR LOAD DUMPSTER	1/2024	0057543	18,165.00
24-49592	10-2978	OKLA DEPT OF COMMERCE	CDBG WATER LINE RFD	1/2024	20240110	6,330.36
DEPARTMENT TOTAL:						35,942.36
FUND TOTAL:						35,942.36

FUND: 035- FEDERAL GRANT FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
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DEPARTMENT: 41.0		Well and Wellfield Proj.				
24-48514	10-005900	TEIM DESIGN GROUP, PLLC	ARPA WELL AND WELLFIELD	1/2024	12399	401,040.00
					DEPARTMENT TOTAL:	401,040.00
					FUND TOTAL:	401,040.00

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		Projects				
24-49027	10-005900	TEIM DESIGN GROUP, PLLC	PROP 1A/B SIGNALIZATION	1/2024	12393	13,000.50
24-49357	10-005932	LIPPERT BROTHERS, INC.	PROP 3A FIRE STATION	1/2024	PAY APP #1	30,431.21
DEPARTMENT TOTAL:						43,431.71
FUND TOTAL:						43,431.71

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A		NON-DEPARTMENTAL				
24-49555	10-1869	CLEET	DEC 2023 CLEET REPORT	1/2024	DEC 2023	2,290.48
24-49556	10-1970	OSBI	DEC 2023 AFIS REPORT	1/2024	DEC 2023	2,326.18
24-49557	10-1970	OSBI	DEC 2023 FORENSIC RPT	1/2024	DEC-23	2,235.35
24-49559	10-4235	OKLA BUREAU OF NARCOTICS	DEC 2023 OBN REPORT	1/2024	DEC--2023	5.00
DEPARTMENT TOTAL:						6,857.01
FUND TOTAL:						6,857.01
GRAND TOTAL:						1,012,082.18

NOTICE: On Thursday, December 21, 2023, at or before 4:59 p.m., agenda was posted at the front doors of City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: cityofbethany.org. The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

**BETHANY HOSPITAL TRUST MEETING**

**BETHANY CITY HALL**

**TUESDAY, JANUARY 2, 2024**

**6:30 P.M.**

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

MEMBERS ABSENT:

OTHERS PRESENT:	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Steve Manek	TEIM Design
	Sean Fairbairn	Cowan Engineering
	Jon Wolff	Municipal Finance Svc.
	(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 DECEMBER 19, 2023, REGULAR MEETING.**
- B. APPROVAL OF CLAIMS: THESE CLAIMS HAVE BEEN FOUND TO BE IN ORDER BY STAFF AND PROPER AS TO FORM AND PROCEDURE AND ARE RECOMMENDED FOR PAYMENT. A COPY OF THE CLAIMS.**

A motion was made by Trustee Magirowsky, seconded by Trustee Smart to approve the Consent Docket. Yes Votes: Powell, Plank, Smart, Palmer, Magirowsky, McPhail, Lloyd, Knapp, and Larsen. 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 JANUARY 16, 2024**.

Chairman Lloyd adjourned the Bethany Hospital Trust meeting at 8:41 P.M. until January 16, 2024.

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CHAIRMAN

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SECRETARY

## BETHANY HOSPITAL TRUST

**From:** Michael Vaughn, Finance Director  
**Date:** January 11, 2024  
**Subject:** Claims list for the 01/16/2024 Bethany Hospital Trust Meeting

### BETHANY HOSPITAL TRUST

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

### ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 577,867.46
Bethany Public Works Authority	\$ 434,214.72
Bethany Hospital Trust	\$ -
Bethany Development Authority	\$ -
<b>TOTAL</b>	<b>\$ 1,012,082.18</b>

### RECOMMENDATION

1. Approve claims as presented.



NOTICE: On Thursday, December 21, 2023, at or before 4:59 p.m., agenda was posted at the front doors of City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: cityofbethany.org. The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

**BETHANY DEVELOPMENT AUTHORITY**

**BETHANY CITY HALL**

**TUESDAY, JANUARY 2, 2024**

**6:30 P.M.**

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

MEMBERS ABSENT:

OTHERS PRESENT:     Elizabeth Gray                                     City Manager  
                                 Ray Jones                                     City Attorney  
                                 Michael Vaughn                                     City Clerk/Treasurer  
                                 Steve Manek                                     TEIM Design  
                                 Sean Fairbairn                                     Cowan Engineering  
                                 Jon Wolff                                     Municipal Finance Svc.  
                                 (See Roster)

Chairman Lloyd called the Bethany Development Authority meeting to order at 8:41 P.M.

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

- A.     APPROVAL OF MINUTES FROM DECEMBER 19, 2023, REGULAR MEETING.**
  
- B.     APPROVAL OF CLAIMS: THESE CLAIMS HAVE BEEN FOUND TO BE IN ORDER BY STAFF AND PROPER AS TO FORM AND PROCEDURE AND ARE RECOMMENDED FOR PAYMENT. A COPY OF THE CLAIMS.**

A motion was made by Trustee Magirowsky, seconded by Trustee Plank to approve the Consent Docket. Yes votes: Larsen, Lloyd, Magirowsky, Powell, Knapp, Palmer, McPhail, Plank, and Smart. 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 JANUARY 16, 2024**.

Chairman Lloyd adjourned the Bethany Development Authority meeting at 8:41 P.M. until January 16, 2024.

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CHAIRMAN

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SECRETARY

## BETHANY DEVELOPMENT AUTHORITY

**From:** Michael Vaughn, Finance Director  
**Date:** January 11, 2024  
**Subject:** Claims list for the 01/16/2024 Bethany Development Authority Meeting

### BETHANY DEVELOPMENT AUTHORITY

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

### ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 577,867.46
Bethany Public Works Authority	\$ 434,214.72
Bethany Hospital Trust	\$ -
Bethany Development Authority	\$ -
<b>TOTAL</b>	<b>\$ 1,012,082.18</b>

### RECOMMENDATION

1. Approve claims as presented.

