
On Thursday, February 29, 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. The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

AGENDA

BETHANY CITY COUNCIL

TUESDAY, MARCH 5, 2024
6:30 P.M.

BETHANY CITY HALL
6700 NW 36TH ST
BETHANY, OKLAHOMA



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

1. Call to Order
2. Invocation and Flag Salute
3. Consent Docket:
 - A. Approval of Minutes from the February 20, 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.
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. PUBLIC HEARING ITEM: Consideration and possible adoption of Resolution No. 1690, a close-out resolution approving and accepting Community Development Block Grant (CDBG) project as complete. *(Elizabeth Gray, City Manager)*

- A. Presentation by staff and/or interested party.
 - B. Public comment.
 - C. Adoption of Resolution No. 1690, a close-out resolution approving and accepting Community Development Block Grant (CDBG) project as complete.
6. PUBLIC HEARING ITEM: Consider a request by Erick Silva, applicant, and Mike Bass, property owner, to rezone tract 3 of 2601 N Rockwell Ave from I-L (Industrial Light) to R-2 (Two-Family Residential). *(Ray Jones, City Attorney)*
- A. Presentation by staff and/or interested party.
 - B. Public comment.
 - C. Consideration and possible action to send the item back to the Planning and Zoning (P&Z) Commission for a re-hearing so that the P&Z Commission may make a recommendation of some kind to the City Council and so the minutes may be corrected.
7. Consideration, discussion, and possible adoption of Resolution No. 1688, 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") authorizing issuance, sale and delivery of a Promissory Note of the Authority to the Oklahoma Water Resources Board; approving and authorizing the Mayor to sign on behalf of the City an agreement with the Authority, and approving action taken by the Bethany Public Works Authority approving such agreement, which agreement will serve as part of the security for a loan from the Oklahoma Water Resources Board for the purpose of financing certain wastewater system improvements; and containing other provisions related thereto. *(Elizabeth Gray, City Manager) Tabled at the February 20, 2024, Regular Meeting.*
8. Proposed Capital Improvement Plan
- A. Presentation of proposed Capital Improvement Plan by TEIM Design.
 - B. Discussion, consideration, and possible approval of Capital Improvement Plan.
9. Discussion and possible approval of Engineering Design Contract for Sanitary Sewer Rehabilitation Projects with TEIM Design in the amount of \$1,097,987.00 contingent on approval of Oklahoma Water Resources Board CWSRF SFY 2025 Loan Forgiveness or as otherwise directed by the City and authorize the mayor to sign the document of behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
10. Consideration and possible approval to award Construction Contract for Ripper Park Aquatic Center Pool Renovations Phase 2 to Brewer Construction Oklahoma, LLC for the total bid price in the amount of \$89,489.00 and authorize the mayor to sign the document of behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*

11. Consideration and possible approval of Change Order No. 1 with Heritage Hills Commercial Services, LLC for the Police Headquarters Roof Improvements (General Obligation Bond Proposition 3-B). *(Elizabeth Gray, City Manager)*
12. Consideration and possible approval of the purchase of a 2024 Dodge Ram 3500 Truck with Dump Bed for Streets Department in the amount of \$64,602.88 State Contract price as approved in the FY 2024 Budget. *(Elizabeth Gray, City Manager)*
13. Consideration and possible approval of the purchase of a 2023 Ford F-150 XL Regular Cab truck for the Parks Department in the amount of \$33,785.00 State Contract price as approved in the FY 2024 Budget. *(Elizabeth Gray, City Manager)*
14. Preliminary FY2025 Budget Presentation by Michael Vaughn, Finance Director. *(Elizabeth Gray, City Manager)*
15. 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")*.
16. City Attorney's Report.
17. City Manager's Report.
18. Mayor and Council Members Comments and Suggestions.
19. Adjourn until March 19, 2024.

BETHANY PUBLIC WORKS 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. Consideration, discussion, and possible adoption of Resolution No. 1689, a resolution of the Bethany Public Works Authority approving a municipal agreement with the Bethany-Warr Acres Public Works Authority (the "Authority") which agreement will serve as a part of the security for a loan to the Authority from the Oklahoma Water Resources Board for the purpose of financing certain wastewater

system improvements; and containing other provisions relating thereto. *(Elizabeth Gray, City Manager) Tabled at the February 20, 2024, Regular Meeting.*

3. Consideration and possible approval of Resolution No. 1691 agreeing to file application with the Oklahoma Water Resources Board (the "OWRB") for financial assistance through the Clean Water State Revolving Fund Loan Program (Loan Forgiveness Program), with the loan proceeds being for the purpose of funding sanitary sewer and stormwater systems improvement projects including, but not limited to, engineering services; approving a financial advisory agreement and a legal services agreement with respect to the aforesaid sanitary sewer and stormwater systems improvement projects; and containing other provisions related thereto. *(Elizabeth Gray, City Manager)*
4. Discussion and possible approval of Engineering Design Contract for Sanitary Sewer Rehabilitation Projects with TEIM Design in the amount of \$1,097,987.00 contingent on approval of Oklahoma Water Resources Board CWSRF SFY 2025 Loan Forgiveness or as otherwise directed by the City and authorize the mayor to sign the document of behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
5. Consideration and possible approval to award Construction Contract for Ripper Park Aquatic Center Pool Renovations Phase 2 to Brewer Construction Oklahoma, LLC for the total bid price in the amount of \$89,489.00 and authorize the mayor to sign the document of behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
6. Consideration and possible approval of the purchase of a 2023 Freightliner/Labrie Automizer Side Loader Sanitation Truck in the amount of \$333,699.00 State Contract as approved in the FY 2024 Budget. *(Elizabeth Gray, City Manager)*
7. 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")*.
8. Adjourn until March 19, 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 March 19, 2024.

BETHANY DEVELOPMENT AUTHORITY

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1. Consent Docket:
 - A. Approval of Minutes from the February 20, 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. 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 March 19, 2024.

NOTICE: On Thursday, February 15, 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. The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

BETHANY CITY COUNCIL MEETING

BETHANY CITY HALL

TUESDAY, FEBRUARY 20, 2024

6:30 P.M.

- | | | |
|-------------------------|--|---|
| MEMBERS PRESENT: | Nikki Lloyd
Jeff Knapp
Chris Powell
Brian Magirowsky
Marilyn McPhail
Kathy Larsen
Ken Smart
Peter Plank
Steve Palmer | Mayor
Vice- Mayor
Council Member
Council Member
Council Member
Council Member
Council Member
Council Member
Council Member |
| MEMBERS ABSENT: | None | |
| OTHERS PRESENT: | Elizabeth Gray
Ray Jones
Michael Vaughn
Lesa LaMar
Sean Cowan
Jon Wolff
Michael Taylor
Larry Schuyver
Mitch Reed
(See Roster) | City Manager
City Attorney
City Clerk/Treasurer
Deputy City Clerk
Cowan Engineering
Municipal Finance
Cowan Engineering
Purple Heart State Commander
Purple Heart Senior Vice-Commander |

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 Plank.

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

- A. APPROVAL OF MINUTES FROM FEBRUARY 6, 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.**
- C. APPROVAL OF BUDGET AMENDMENT 24-12.**

Council Member McPhail had questions concerning revenues and vendors.

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

ITEM NO. 4 on the agenda was **MAYORAL PROCLAMATION DECLARING THE CITY OF BETHANY A PURPLE HEART CITY.**

Mitch Reed, Senior Vice- Commander, Master Chief Larry Van Schuyver, State Commander, of the Military Order of the Purple Heart, joined by Bill Rocke accepted the Proclamation declaring the City of Bethany a Purple Heart City.

Mr. Reed presented the Military Order of Purple Heart Special Recognition Award to The City of Bethany for their dedication and support honoring America's combat wounded veterans becoming a Purple Heart City. This was presented on behalf of the Patriot Members of the Department of Oklahoma, Military Order of the Purple Heart USA.

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

Michele Stivers- 8308 NW 25th St. – Thanks to council.

Stacy Gholson- 3810 N. Redmond Ave.- Thanks to council.

ITEM NO. 6 on the agenda was **PROPOSED EXECUTIVE SESSION: CONSIDERATION, FOR CONFIDENTIAL COMMUNICATIONS BETWEEN CITY COUNCIL, CITY ATTORNEY AND MATT SILL PURSUANT TO 25 O.S. § 307 (B) (4) CONCERNING THE MATTER PENDING IN DISCUSSION AND POSSIBLE ACTION TO ENTER INTO EXECUTIVE SESSION THE UNITED STATES DISTRICT COURT OF SOUTH CAROLINA, CASE MDL NO. 2873, FOR DISCUSSION OF LITIGATION ON BEHALF OF THE CITY OF BETHANY AGAINST MANUFACTURERS OF AQUEOUS FILM-FORMING FOAM AND OTHER “FOREVER” CHEMICALS FOR CONTAMINATION OF WATER AND DISCUSSION OF DUPONT AND 3M SETTLEMENTS UNDER ADVICE OF CITY ATTORNEY THAT DISCLOSURE WILL SERIOUSLY IMPAIR THE ABILITY OF THE CITY COUNCIL TO CONDUCT LITIGATION IN THE PUBLIC INTEREST. (RAY JONES, CITY ATTORNEY)**

ITEM NO. 7 on the agenda was **PROPOSED EXECUTIVE SESSION: CONSIDERATION, DISCUSSION AND POSSIBLE ACTION TO ENTER INTO EXECUTIVE SESSION FOR CONFIDENTIAL COMMUNICATIONS BETWEEN CITY COUNCIL AND CITY ATTORNEY PURSUANT TO 25 O.S. § 307 (B) (4) CONCERNING THE MATTER PENDING IN THE DISTRICT COURT OF OKLAHOMA COUNTY, STATE OF OKLAHOMA, CASE NO. CJ- 2023-2817 COAST-TO-COAST MOTORS V. CITY OF BETHANY FOR DISCUSSION OF LITIGATION ON BEHALF OF THE CITY OF BETHANY UNDER ADVICE OF CITY ATTORNEY THAT DISCLOSURE WILL SERIOUSLY IMPAIR THE ABILITY OF THE CITY COUNCIL TO CONDUCT LITIGATION IN THE PUBLIC INTEREST. (RAY JONES, CITY ATTORNEY)**

ITEM NO. 8 on the agenda was **PROPOSED EXECUTIVE SESSION: CONSIDERATION, DISCUSSION AND POSSIBLE ACTION TO ENTER INTO EXECUTIVE SESSION FOR CONFIDENTIAL COMMUNICATIONS BETWEEN CITY COUNCIL AND CITY ATTORNEY PURSUANT TO 25 O.S. § 307 (B) (4) 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, CITY ATTORNEY)**

A. ENTER EXECUTIVE SESSION ON ITEMS 6-8

Motion was made by Council Member Magirowsky, seconded by Council Member Knapp to enter executive session at 6:46 p.m. Yes votes: Smart, Lloyd, Powell, McPhail, Magirowsky, Palmer, Plank, Knapp, Larsen. No votes: None. Motion approved.

B. EXIT EXECUTIVE SESSION ON ITEMS 6-8.

Motion was made by Council Member Magirowsky, seconded by Council Member Plank to exit executive session at 7:52 p.m. Yes votes: Powell, Plank, Magirowsky, Smart, Palmer, McPhail, Lloyd, Larsen, Knapp. No votes: None. Motion approved.

C. CONSIDERATION AND POSSIBLE ACTION ON JOINING DUPONT AND 3M SETTLEMENTS, WHICH WERE DISCUSSED IN EXECUTIVE SESSION REGARDING AQUEOUS FILM-FORMING FOAM LITIGATION.

Attorney Jones has a proposed Resolution to withdraw the request for exclusion from the aqueous film forming foam product liability litigation, NDL, 2873. After being advised by council of the terms and conditions of the 3M and Dupont nationwide class action settlements, the City of Bethany agrees to participate in the settlement and be bound by the terms and conditions and request that the city's attorneys withdraw the previously submitted request for exclusion. A motion was made by Council Member Palmer, seconded by Council Member Larsen to approve the Resolution. Yes votes: Knapp, Lloyd, Palmer, Larsen, Plank, Powell, Smart, McPhail, Magirowsky. No votes: None. Motion approved.

D. CONSIDERATION AND POSSIBLE ACTION ON THE SETTLEMENT AGREEMENT IN THE HANNAY/LEVEL UP FOUNDATION, REPAIR LITIGATION.

Motion was made by Council Member Palmer, seconded by Council Member Larsen to approve the settlement agreement in the Hannay/Level Up Foundation, Repair litigation. Yes votes: Plank, Larsen, Palmer, Lloyd, Knapp, Magirowsky, McPhail, Smart, Powell. No votes: None. Motion approved.

ITEM NO. 9 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF ORDINANCE NO. 2054, AN ORDINANCE ADDING SECTION 158.045 TO THE BETHANY CODE OF ORDINANCES PROVIDING FOR THE REGULATION OF SHORT-TERM RENTAL PROPERTIES IN THE CITY OF BETHANY PROVIDING FOR DEFINITIONS, PERMITTING PROCESS, AND OPERATIONAL REQUIREMENTS.**

- A. PRESENTATION BY STAFF AND/OR INTERESTED PARTY.**
- B. CONSIDERATION AND POSSIBLE APPROVAL OF ORDINANCE NO. 2054, ON READING BY TITLE ONLY.**
- C. MOTION TO APPROVAL SECTIONS 1-2 OF ORDINANCE NO. 2054.**

A motion was made by Council Member Palmer, seconded by Council Member Smart to approve Ordinance 2054, on reading by Title Only and

Sections 1-2 (B and C). Yes votes: Knapp, Larsen, Magirowsky, McPhail, Lloyd, Plank, Powell, Smart, Palmer. No votes: None. Motion approved.

ITEM NO. 10 on the agenda was **DISCUSSION AND POSSIBLE ACTION TO DIRECT THE PREPARATION OF AN ORDINANCE TO PERMIT THE SUBMISSION OF A PETITION FOR CANDIDACY FOR MUNICIPAL ELECTIVE OFFICE IN LIEU OF SUBMITTING A FILING FEE. (CHRIS POWELL, COUNCIL MEMBER)**

Council Member Powell stated this creates the option of a petition in lieu of a filing fee. This models after the state form. The county election board would verify the form and the number of signatures. The petition requires at least 50 signatures.

Council Member Palmer asked about the cost to verify the validity of the signatures on the petition and if it would cost more than the \$50.00 filing fee. Council Member Powell stated another candidate would have to challenge the validity of signatures. The county election board does not validate the signatures.

Council Member Palmer made a motion to approve. Attorney Jones called point of order advising council that our ordinances states that ordinances and resolutions should be presented to council by the attorney.

Motion was made by Council Member Palmer, seconded by Council Member Plank to direct the city attorney to prepare an ordinance for presentation at the next meeting. Yes votes: Smart, McPhail, Lloyd, Palmer, Plank, Powell, Knapp, Magirowsky. No votes: Larsen. Motion approved.

ITEM NO. 11 on the agenda was **BLUFF CREEK WASTEWATER TREATMENT PLANT ENGINEERING REPORT BY COWAN GROUP ENGINEERING. (ELIZABETH GRAY, CITY MANAGER)**

A. PRESENTATION OF REPORT.

Sean Fairbairn with Cowan Engineering presented the report. There were 3 alternatives presented along with the cost for each one. Cowan Engineering's recommendation is to move forward with Alternate 1, which provides for the improvements to meet the ODEQ standards. These improvements have an estimated useful life of 29 years, and it is the most feasible option that stays within the project budget of 30 million. The 30 million is for phase 1. This report is included as Exhibit "A".

B. POSSIBLE DISCUSSION.

A motion was made by Council Member Palmer, seconded by Council Member McPhail to suspend the rules for discussion. Yes votes: McPhail,

Palmer, Powell. No votes: Magirowsky, Larsen, Smart, Plank, Knapp, Lloyd.
Motion failed.

Confirmation was given that the loan would be to the Bethany- Warr Acres Public Works Authority and not to the City of Bethany. The plant is presently not in compliance with ODEQ. The 5,000,000.00 loan will bring us into compliance with the discharge not in compliance as far as certain structures. Engineer Fairbairn reported that the plant hopes to be in discharge compliance by mid-April. Engineer Fairbairn reported that the plant could not stay in compliance with the updates from the 5,000,000.00 loan. Improvements need to be made to the headworks with the new bar screen and grit removal. Without these improvements we risk losing blowers, pumps, valves, and all of the investment that has been made could be lost. The most critical that is being worked on presently is the SBR's and next are the filters.

Cowan Engineering reported that the City of Bethany on a dry day runs approximately 3.5 to 4 million gallons of water through the sewer treatment plant. Two thirds are roughly Bethany and one third is Warr Acres flowing into the plant to be processed.

Mr. Fairbairn informed the council that Alternate 2 (a completely new plant) has a life span of approximately 30 to 35 years.

The engineering report is due to ODEQ by January 1, 2025.

ITEM NO. 12 on the agenda was CONSIDERATION, DISCUSSION, AND POSSIBLE ADOPTION OF RESOLUTION NO. 1688, 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") AUTHORIZING ISSUANCE, SALE AND DELIVERY OF A PROMISSORY NOTE OF THE AUTHORITY TO THE OKLAHOMA WATER RESOURCES BOARD: APPROVING AND AUTHORIZING THE MAYOR TO SIGN ON BEHALF OF THE CITY AN AGREEMENT WITH THE AUTHORITY, AND APPROVING ACTION TAKEN BY THE BETHANY PUBLIC WORKS AUTHORITY APPROVING SUCH AGREEMENT, WHICH AGREEMENT WILL SERVE AS PART OF THE SECURITY FOR A LOAN FROM THE OKLAHOMA WATER RESOURCES BOARD FOR THE PURPOSE OF FINANCING CERTAIN WASTEWATER SYSTEM IMPROVEMENTS; AND CONTAINING OTHER PROVISIONS RELATED THERETO. (ELIZABETH GRAY, CITY MANAGER)

There was much discussion with the most concern being that the city attorney has not fully reviewed the documents.

Council Member Smart offered an amendment to the motion to have our city attorney look at this contract and come back with a recommendation for the council.

Council Member Larsen stated, “our motion stands”.

A motion was made by Council Member Larsen, seconded by Council Member Magirowsky to approve Resolution No. 1688. Yes votes: Lloyd, Magirowsky, Knapp, Larsen. No votes: Plank, Powell, McPhail, Palmer, Smart. Motion failed.

ITEM NO. 13 on the agenda was DISCUSSION AND POSSIBLE ACTION ON POLICY FOR ESTIMATING WATER METER USAGE AND BILLING SCHEDULE FOR UTILITY CUSTOMERS. (MARILYN MCPHAIL, COUNCIL MEMBER)

Council Member McPhail pointed out that bills have been estimated and there is nothing in the ordinances that says that we can be estimating water meter usage. She also stated that Houston and Dallas have ordinances that states they can estimate water meter usage for 30, 60, 90 days, or whatever period of time. Constituents are upset that their bill is not their real bill. Council Member McPhail suggests that the citizens read their own meters on a certain day every month and turn that reading in online so that they don't have estimated bills, or something put in place so that people aren't getting estimated bills. If the citizen is not reading correctly then the next month this can be corrected with the right meter number and a correct bill issued.

City Attorney Jones said there is a provision that permits estimation in certain situations. Attorney Jones did state that it would be a good idea to have a policy or maybe build into an ordinance to set forth perimeters for estimating water meter usage.

Attorney Jones stated that he does not think it is a good idea to have customers reading meters and reporting their usage to the city. There can be problems with misreading and overall, not a good administrative way to approach the issue.

City Manager Gray informed the council that there is an informal policy of not estimating the bills for more than 2 months. On the bill there is an “e” beside the usage that shows that your bill has been estimated. City Manager Gray informed the council that we have trouble retaining meter readers due to the weather elements and its physical requirements.

Council Palmer brings up the issue of the length of time that it is taking customers to receive their bills. He also would like the customers to have more notice when the bills are being estimated. He states, “we need an ordinance that staff would have to comply with”.

Finance Director Michael Vaughn informed council that the bill would have an “e” beside the meter reading if the software automatically generated your estimated reading. We only estimate meters if they are obscured or if we have a staff shortage. The meter reader or readers will read as many as possible in the week which would be approximately 1700 meters for that zone and the remainder of those not read would be estimated. We had a period of 2 months where we had one meter reader who had to take a lot of time off

and the second reader was not trained so we could not get all the meters read. The extreme readings are usually due to a leak. We have payment contracts and leak adjustments to help in the cases.

A motion was made by Council Member Palmer, seconded by Council Member McPhail to have the city attorney prepare a policy regarding estimating water meter usage and billing schedules for utility customers. Yes votes: Palmer. No votes: Larsen, Smart, Knapp, Lloyd, Magirowsky, Plank, Powell, McPhail. Motion failed.

ITEM NO. 14 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 Larsen petitioned to reopen discussion on Item 12 on the agenda. She states this is very serious. We do not know if interest rates will stay where they are. We have been cited by ODEQ and we do not have an option not to move forward. We have to provide this service for our citizens. It is costing us daily with fines and expenses. We must make right what has gone wrong. Can we hear the repercussions of not taking action tonight and if you would reconsider as a council?

A motion was made by Council Member Larsen, seconded by Council Member Magirowsky to reconsider Item 12 on the agenda.

Council Member Magirowsky began to speak, and Council Member Palmer called for a point of order stating that comments not be made after the motion was made.

A motion was made by Council Member Larsen, seconded by Council Member Magirowsky to reconsider Item 12 on the agenda. Yes votes: Larsen, Plank, Lloyd, Magirowsky, Knapp. No votes: Palmer, McPhail, Smart, Powell. Motion approved.

Council Member Plank reminded the council that there was an amendment offered to amend the motion that was on the floor to have Ray Jones, our city attorney, review the contract, add the language in the contract concerning alternate one, phase one. The contract would have verbiage in it specifically defining what was to be approved. The municipal agreement that was motioned and seconded had no dollar amount nor had it been reviewed by the city attorney.

Mr. Wolff with Municipal Finance stated that the next best thing is to come back at the next meeting to address with blanks filled in, simplify this and then address it at that point and time to bring back for consideration.

A motion was made by Council Member Palmer seconded by Council Member Smart to deny Item 12 and to put it as an agenda item on the council meeting with an amendment that it will be discussed and provided on the next March 5, 2024, council

meeting. Specific instructions to our city attorney to review the contract and make a recommendation at that time. Yes votes: Smart, McPhail, Lloyd, Palmer, Plank, Powell, Knapp, Magirowsky. No votes: Larsen. Motion approved.

ITEM NO. 15 on the agenda was the **CITY ATTORNEY'S REPORT.**

City Attorney Jones gave an overview of the projects he has been working on these past two weeks.

ITEM NO. 16 on the agenda was the **CITY MANAGER'S REPORT.**

Michael Vaughn presented the financial report.

Bulk waste pickup is April 8th and will begin on the north side.

April 11th will be the Budget Fair.

April 13th - Pets at the Park

May 18th - Kite Festival

July 4th - Bethany Boom

ITEM NO. 17 on the agenda was **COUNCIL MEMBERS' ANNOUNCEMENTS, COMMENTS, AND PROPOSALS.**

Each Council Member was given the opportunity to comment.

ITEM NO. 18 on the agenda was **ADJOURN UNTIL MARCH 5, 2024.**

Mayor Lloyd adjourned the Bethany City Council meeting at 10:06 P.M.

MAYOR

CITY CLERK



BETHANY - WARR ACRES PUBLIC WORKS AUTHORITY *BLUFF CREEK WASTEWATER TREATMENT PLANT*

WWTP EVALUATION & ENGINEERING REPORT

FEBRUARY 20, 2024



Presentation Overview

- ✓ Scope of Services
- ✓ Existing Facility & Project Need
- ✓ Alternative Evaluation
- ✓ Opinion of Probable Costs
- ✓ WWTP Current Status
- ✓ Recommendation
- ✓ Plan of Action
- ✓ Q & A





Scope of Services

- ✓ Planning & Data Gathering
- ✓ Condition Assessment
- ✓ Hydraulic Review
- ✓ Alternative Evaluation
- ✓ Engineering Report
 - ✓ Recommendations
 - ✓ Opinion of Probable Construction Costs





Existing Facility & Project Need

- ✓ Original Plant in 1979
- ✓ Current Plant in 1993
 - ✓ Sequence Batch Reactors – Treatment Process
 - ✓ New headworks & pump station facility
 - ✓ Grit handling building
 - ✓ Filters
 - ✓ Chlorine contact & post aeration basins
 - ✓ Flow measurement & cascade aerator at discharge point
 - ✓ Sludge holding basin & sludge processing building
 - ✓ Converted existing aeration system to aerobic digesters
 - ✓ Excess flow and emergency holding basin
- ✓ Additional Sludge Storage in 2004



Existing Facility & Project Need





Existing Facility & Project Need

- ✓ Notice of Violations (NOV)
- ✓ Consent Orders (CO)
- ✓ Administrative Compliance Orders (ACO)
- ✓ Compliance Evaluation Inspection (CEI) reports
 - ✓ Violations / Deficiencies
- ✓ Neglect of Regular Operation & Maintenance
- ✓ Failure of Response / Communication with ODEQ
- ✓ Unpermitted Discharges due to WWTP failures
- ✓ BWA PWA Order to Comply with CO 23-296



Existing Facility & Project Need

- ✓ **Growth Capacity & Wastewater Flows**
 - ✓ Minimal projected population growth
 - ✓ Permitted WWTP Capacity (4.55 MGD)
 - ✓ No Capacity Expansion Required

- ✓ **Evaluation of Treatment Processes:**
 - ✓ **Primary Treatment System**
 - ✓ Headworks – Bar Screens, Grit Removal, Pump Station
 - ✓ Flow Equalization Basins

Existing Facility & Project Need

- ✓ **Evaluation of Treatment Processes:**
 - ✓ **Secondary Treatment System**
 - ✓ Sequence Batch Reactors
 - ✓ Aeration, Motive Pumps, Decanters
 - ✓ Filters
 - ✓ **Effluent Disinfection System**
 - ✓ Chlorination / Dechlorination
 - ✓ Post Aeration Basin
 - ✓ **Solids Processing and Handling System**
 - ✓ Solids Holding Basins
 - ✓ Solids Drying Beds
 - ✓ Belt Thickener
 - ✓ Belt Filter Press
 - ✓ Aerobic Digestors





Alternative Evaluation

1. Alternative 1 - Rehabilitate Existing SBR WWTP

✓ Existing Treatment Process

2. Alternative 2 – Rehabilitate Existing WWTP

✓ New Treatment Process - Conversion to Extended Aeration

3. Alternative 3 - Decommission Existing WWTP & Flow to OKC for treatment



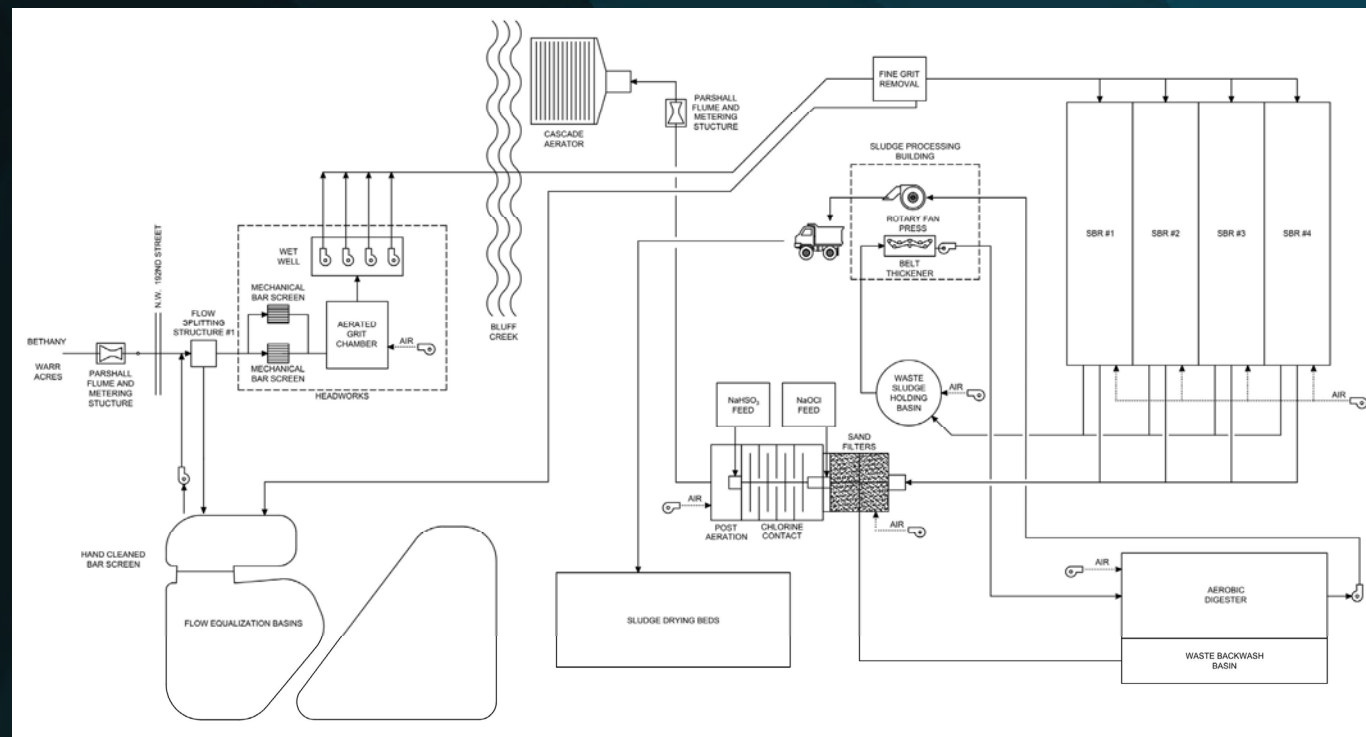
Alternative Evaluation

Alternative Design Criteria

- ✓ Site Constraints
- ✓ Present & Future Treatment Needs
- ✓ Compatibility Existing WWTP
- ✓ Compatibility Existing Equipment
- ✓ Operation of Treatment Process
- ✓ Capital Costs
- ✓ Operation & Maintenance Costs

Alternative 1 – Rehabilitate WWTP

- ✓ Utilize Same Treatment Process
- ✓ Replace Inoperable and Degrading Equipment
- ✓ Upgrade Processes for Efficiency & Effectiveness

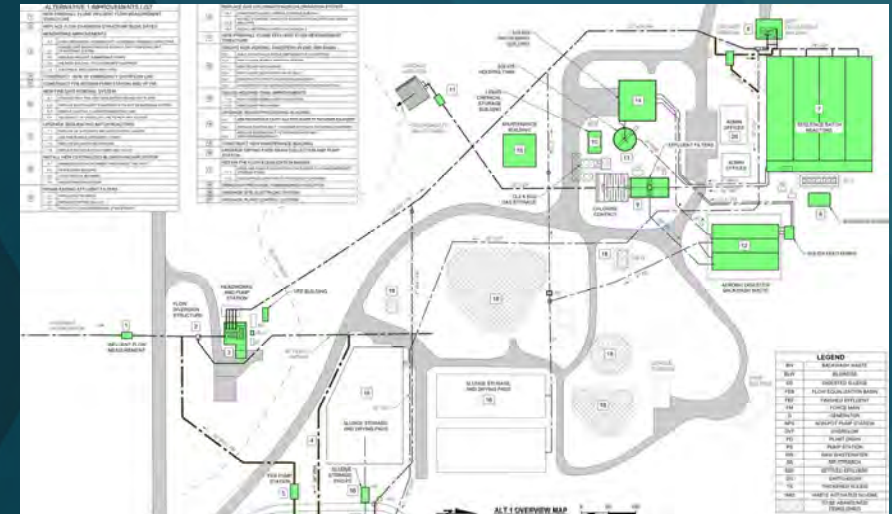


Alternative 1 – Rehabilitate WWTP

Major Changes & Improvements:

- ✓ Upgrade Headworks*
- ✓ Holding Pond Improvements*
- ✓ New Fine Grit Removal System*
- ✓ New Fine Bubble Aeration System*
- ✓ Upgrade Mixing Pumps & Valves*
- ✓ New Centralized Blower System*
- ✓ Upgrade Filters*

* Considered for Phase 1 project





Alternative 1 – Rehabilitate WWTP

Major Changes & Improvements:

- ✓ Upgrade Solids Processing Polymer Systems*
- ✓ Upgrade Sludge Drying Beds*
- ✓ Replace Power Distribution System*
- ✓ Replace Instrumentation & Control System*
- ✓ Sludge Processing Rehabilitation*
- ✓ Site Restoration*
- ✓ Yard Piping*

** Considered for Phase 1 project*



Alternative 1 – Rehabilitate WWTP

Major Changes & Improvements:

- ✓ New Thickeners & Feed Pumps [△]
- ✓ Upgrade Aerobic Digestors [△]
- ✓ New Fan Press Dewatering & Feed Pumps [△]
- ✓ New Chlorination / Dechlorination Facilities [△]
- ✓ Pavement Replacement [△]
- ✓ Existing Structure Demolition [△]

[△] Considered for Phase 1 Add Alternative or Phase 2 project

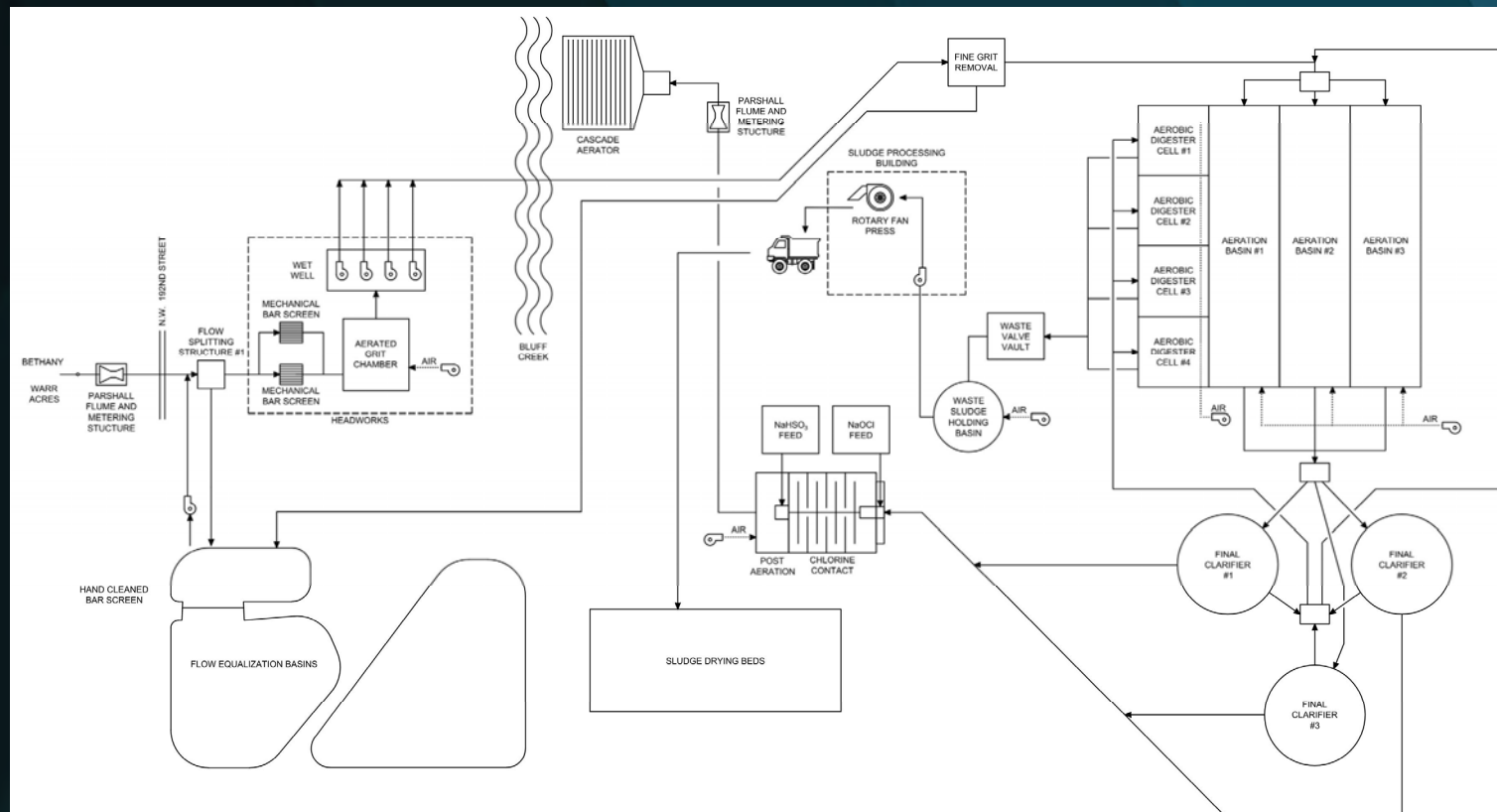


Alternative 1 – Rehabilitate WWTP

Alternate 1 Opinion of Probable Costs	
Item	Total Cost
Phase 1 Capital Improvements	\$19,555,000
5% Mobilization	\$977,750
1% Bonds and Insurance	\$195,550
Engineering, Bidding, Construction Administration, & Inspection (Phase 1 & 2)	\$5,211,900
20% Contingency	\$3,911,000
Alternate 1 Phase 1 Cost	\$29,851,200
Phase 2 Capital Improvements	\$9,400,000
5% Mobilization	\$470,000
1% Bonds and Insurance	\$94,000
Bidding, Construction Administration, & Inspection (Phase 2)	\$792,000
20% Contingency	\$1,880,000
Alternate 1 Phase 2 Cost	\$12,636,000
Total Alternate 1 Cost	\$42,487,200

Alternative 2 – New Treatment Process

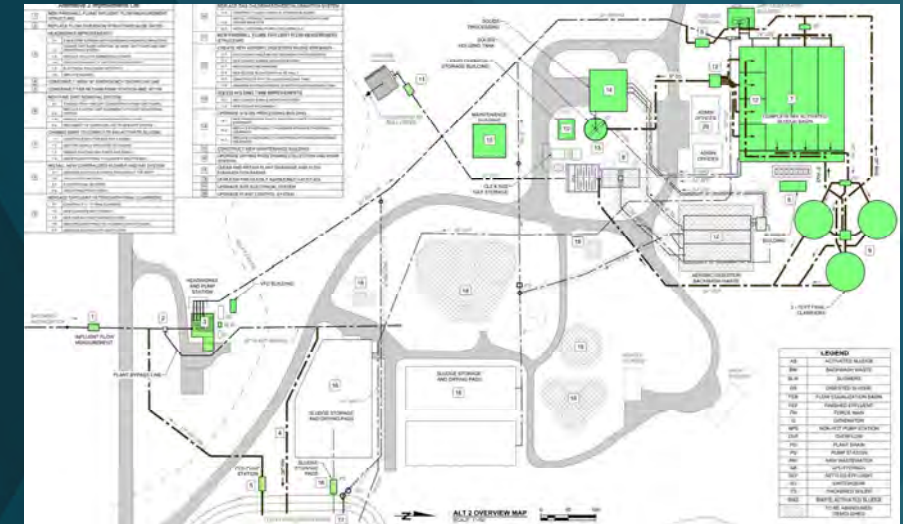
- ✓ Utilize Existing Infrastructure
- ✓ Similar Improvements to Alternative 1
- ✓ Convert Treatment Process to Extended Aeration



Alternative 2 – New Treatment Process

Major Changes & Improvements:

- ✓ Upgrade Headworks
- ✓ Holding Pond Improvements
- ✓ New Fine Grit Removal System
- ✓ New Fine Bubble Aeration System
- ✓ New Centralized Blower System
- ✓ **New Final Clarifiers (3)**
- ✓ New Chlorination / Dechlorination Facilities
- ✓ **New Aerobic Digestors**



Additional changes and improvements from Alternative 1



Alternative 2 – New Treatment Process

Major Changes & Improvements:

- ✓ Upgrade Sludge Drying Beds
- ✓ New Fan Press Dewatering & Feed Pumps
- ✓ Upgrade Solids Processing Polymer Systems
- ✓ Replace Power Distribution System
- ✓ Replace Instrumentation & Control System
- ✓ Pavement Replacement
- ✓ Site Restoration
- ✓ Yard Piping
- ✓ Existing Structure Demolition



Alternative 2 – New Treatment Process

Alternate 2 Opinion of Probable Costs	
Item	Total Cost
Capital Improvements	\$37,450,000
5% Mobilization	\$1,872,500
1% Bonds and Insurance	\$374,500
Engineering, Bidding, Construction Administration, & Inspection	\$6,741,000
20% Contingency	\$7,490,000
Total Alternate 2 Cost	\$53,928,000



Alternative 3 – Decommission WWTP

- ✓ Agreement with OCWUT for Wastewater Treatment
- ✓ Construct 36-inch Interceptor to Deer Creek WWTP
- ✓ Decommission Existing WWTP & Restore Site
- ✓ BWA PWA responsible for O&M of interceptor
- ✓ Multi-Phase Transition & Conversion Project





Alternative 3 – Decommission WWTP

✓ Phase 1 – Short Term

- ✓ Rehabilitate WWTP to operate until 2030
- ✓ Cost of Service Study for OCWUT treatment of BWAPWA flows
- ✓ BWAPWA develop plan to minimize inflow and infiltration
- ✓ Additional 5 MGD expansion to Deer Creek WWTP
- ✓ Agreement with OCWUT

✓ Phase 2 – Long Term

- ✓ New 36-inch Interceptor to Deer Creek WWTP
- ✓ Connect to Deer Creek WWTP Headworks
- ✓ New FEB pump station for equalization basins
- ✓ Abandon WWTP & Demolish old facilities

Alternative 3 – Decommission WWTP

Alternate 3 Opinion of Probable Costs	
Item	Total Cost
Phase 1 Construction Cost	\$10,000,000
5% Mobilization	\$500,000
1% Bonds and Insurance	\$100,000
Engineering, Bidding, Construction Administration, & Inspection	\$1,800,000
20% Contingency	\$2,000,000
Alternate 3 Phase 1 Cost	\$14,400,000
Phase 2 Construction Cost	\$139,628,660
5% Mobilization	\$6,981,433
1% Bonds and Insurance	\$1,396,287
Engineering, Bidding, Construction Administration, & Inspection	\$25,133,159
20% Contingency	\$27,925,732
Alternate 3 Phase 2 Cost	\$201,065,271
Total Alternate 3 Cost	\$215,465,271



Opinion of Probable Costs

✓ Alternative 1 – Rehabilitate WWTP

✓ Phase 1 Cost – \$29.9M

✓ Phase 2 Cost – \$12.6M

✓ Total Cost – \$42.5M

✓ Alternative 2 – New Treatment Process

✓ Total Cost – \$53.9M

✓ Alternative 3 – Decommission WWTP & Flow to OKC

✓ Phase 1 Cost – \$14.4M

✓ Phase 2 Cost – 201.1M

✓ Total Cost – \$215.5M

WWTP Current Status

✓ Plant Operation Status

- ✓ Three (3) working SBRs by end February
- ✓ Estimated Filter Operation by mid to late April

✓ Status of Current Improvement Loan

- ✓ Reimbursable Improvements Expended \$1,182,200
- ✓ Estimated Improvements in FY2024 \$1,818,052
- ✓ Estimated Improvements in FY2025 (as needed) \$ 777,000
- \$3,777,252
- ✓ CGE expects 95%-100% being incorporated into ER Project
- ✓ CGE is Tracking & Approving Improvement Expenditures in coordination with ER Project Recommendation



Recommendation

✓ Alternative 1 – Rehabilitate WWTP

- ✓ Provides Required Improvements to meet ODEQ Standards
- ✓ Estimated Useful Life of 29 years for Improvements
- ✓ Feasible Capital Cost for BWAPWA & Beneficiaries
- ✓ Project Budget – \$30M

✓ Alternative 1 Implementation

- ✓ CGE Design Phase 1 & Phase 2 Improvements
- ✓ Bid with Phase 1 as Base Bid and Phase 2 as Add Alternates
- ✓ BWAPWA & Beneficiaries determine acceptance of any Phase 2 improvements within budget

Plan of Action

- | | |
|---------------------------------------|-------------------|
| ✓ Approval of ER & Recommendation | February 20, 2024 |
| ✓ Approval of Loan as presented | February 20, 2024 |
| ✓ Submit ER to ODEQ per CO 23-296 | March 5, 2024 |
| ✓ Submit Phase 1 & 2 Plans to ODEQ | March 4, 2025 |
| ✓ Obtain ODEQ Permit for Construction | June 4, 2025 |
| ✓ Start Construction of Phase 1 | September 4, 2025 |
| ✓ Complete Construction of Phase 1 | September 4, 2027 |
| ✓ Obtain Compliance with ODEQ | February 5, 2028 |
| ✓ Start Construction of Phase 2 | TBD |
| ✓ Complete Construction of Phase 2 | TBD |



QUESTIONS?

BETHANY CITY COUNCIL

From: Michael Vaughn, Finance Director
Date: February 29, 2024
Subject: Claims list for the 03/05/2024 City Council Meeting

GENERAL OPERATIONS FUND

FUND	AMOUNT
General Operations Fund	\$ 123,327.36
Public Safety Fund	\$ 170.00
Capital Improvement Fund	\$ 31,316.34
2022A GO Bond	\$ 16,105.67
TOTAL	\$ 170,919.37

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 170,919.37
Bethany Public Works Authority	\$ 237,864.84
Bethany Hospital Trust	\$ -
Bethany Development Authority	\$ -
TOTAL	\$ 408,784.21

RECOMMENDATION

1. Approve claims as presented.



FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01.0		MANAGEMENT				
24-49870	10-005373	CARD SERVICES/PI	LOOPING DEVICE W/SCHEDULE	2/2024	98993	395.90
24-49871	10-005373	CARD SERVICES/PI	TONER-BLACK	2/2024	4582657	83.60
24-48257	10-005519	CRAWFORD & ASSOCIATES, P.C.	AUDIT PREP/FINANCIAL SVC	2/2024	18056	5,180.00
24-49847	10-005659	GATEHOUSE OKLAHOMAN	ORDINANCE NO. 2054	2/2024	9853191	46.80
24-48296	10-1068	ONG	MNTHLY SVC	2/2024	20240219	795.98
24-49318	10-1085	OKLAHOMA MUNICIPAL ASSURANCW/C		2/2024	202402275680	85.55
24-49892	10-1509	TOM'S SPEEDY LOCK & KEY SERDOOR	GOING TO LOBBY	2/2024	69864	80.00
24-49910	10-1509	TOM'S SPEEDY LOCK & KEY SERKEYS		2/2024	69883	20.00
24-49818	10-1589	VOSS LIGHTING	LIGHT BULBS CITY HALL	2/2024	30214547	74.40
24-49890	10-1622	WESTLAKE ACE HARDWARE	BATHROOM FAUCET/CMD DECT	2/2024	3504005	79.99
24-49906	10-1622	WESTLAKE ACE HARDWARE	LADIES RESTROOM PLUMBING	2/2024	3504010	50.55
24-49689	10-3196	IMAGENET CONSULTING, LLC	UPSTAIR/DOWNSTAIRS COPIER	2/2024	INV835505	309.26
DEPARTMENT TOTAL:						7,202.03
DEPARTMENT: 02.0		FINANCE				
24-49936	10-004418	CNA SURETY, INC.	EMPLOYEE BOND	2/2024	20240416	328.00
24-49925	10-005373	CARD SERVICES/PI	TONER, KNEE PADS, LYSOL	2/2024	1056203	83.29
24-49931	10-005373	CARD SERVICES/PI	ETHERNET CABLE	2/2024	9702617	11.60
24-49318	10-1085	OKLAHOMA MUNICIPAL ASSURANCW/C		2/2024	202402275680	85.55
DEPARTMENT TOTAL:						508.44
DEPARTMENT: 03.0		COURT				
24-49734	10-006079	BENCHMARK ELECTRIC	COURT OFFICE LIGHTS	2/2024	20240214	770.00
24-48296	10-1068	ONG	MNTHLY SVC	2/2024	20240219	174.99
24-49318	10-1085	OKLAHOMA MUNICIPAL ASSURANCW/C		2/2024	202402275680	171.09
24-48042	10-2274	OZARKA WATER COMPANY	WATER	2/2024	0998595	17.99
DEPARTMENT TOTAL:						1,134.07
DEPARTMENT: 05.0		POLICE				
24-48829	10-005072	DEVILLE LAUNDRY	Jail Laundry	2/2024	20240213	100.21
24-49776	10-005373	CARD SERVICES/PI	ID CARD Ribbon	2/2024	6650630	43.00
24-49777	10-005373	CARD SERVICES/PI	Cleaners & Disinfectants	2/2024	9986600	232.94
24-49808	10-005373	CARD SERVICES/PI	Chair Mat	2/2024	1807468	61.00
24-49924	10-005373	CARD SERVICES/PI	Ink, Toner, Stickers	2/2024	7099416	344.14
24-48562	10-0465	OK DEPT OF PUBLIC SAFETY	OLETS	2/2024	LET-013579	980.00
24-48296	10-1068	ONG	MNTHLY SVC	2/2024	20240219	1,206.22
24-49318	10-1085	OKLAHOMA MUNICIPAL ASSURANCW/C		2/2024	202402275680	30,711.64
24-49886	10-1689	CHICKASAW TELECOM, INC.	Voicemail Issues	2/2024	61596	296.00
24-48135	10-2442	SUMNERONE, INC.	3 Copier Lease	2/2024	3853621	174.66
24-49071	10-4090	AT&T MOBILITY	FirstNet	2/2024	02192024	1,665.74
24-48068	10-4388	ISG TECHNOLOGY, LLC	Prevntion Security	2/2024	ISG352492	1,204.00
24-49881	10-4388	ISG TECHNOLOGY, LLC	HPE Renewal	2/2024	ISG352681	2,027.11
DEPARTMENT TOTAL:						39,046.66

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 06.0		FIRE				
24-49927	10-005595	RAY'S WESTSIDE TAG AGENCY	NOTICE OF TRANSFER TITLE	2/2024	2024-773	10.00
24-48282	10-1063	OG&E	MNTHLY SVC	2/2024	20240223	118.52
24-48296	10-1068	ONG	MNTHLY SVC	2/2024	20240219	760.92
24-49318	10-1085	OKLAHOMA MUNICIPAL ASSURANCW/C		2/2024	202402275680	22,242.42
24-49885	10-1622	WESTLAKE ACE HARDWARE	MATERIALS TO FIX LEAK	2/2024	3504003	29.98
24-49666	10-3196	IMAGENET CONSULTING, LLC	REPLACEMENT HARDRIVE	2/2024	INV89324	70.92
24-49796	10-3893	CUMMINS SOUTHERN PLAINS	LADDER-1 REPAIRS	2/2024	89-96095	25,968.33
24-49615	10-4103	OTTO ENGINEERING INC.	PORTABLE RADIO MIC'S	2/2024	1160543	1,050.56
DEPARTMENT TOTAL:						50,251.65
DEPARTMENT: 07.0		COMMUNITY DEV				
24-49908	10-006156	KIEL SCHARTZ	BOARD AND SECURE	2/2024	0024-10	600.00
24-49318	10-1085	OKLAHOMA MUNICIPAL ASSURANCW/C		2/2024	202402275680	171.09
24-49826	10-1530	THE TRIBUNE	PUBLICATION	2/2024	20240216	85.60
DEPARTMENT TOTAL:						856.69
DEPARTMENT: 08.1		PUBLIC WORKS - ADMIN				
24-48296	10-1068	ONG	MNTHLY SVC	2/2024	20240219	553.37
24-49318	10-1085	OKLAHOMA MUNICIPAL ASSURANCW/C		2/2024	202402275680	85.55
24-49343	10-2442	SUMNERONE, INC.	MONTHLY COPIER MAINT	2/2024	3850750	45.43
DEPARTMENT TOTAL:						684.35
DEPARTMENT: 08.2		PUBLIC WORKS - STREETS				
24-49517	10-0007	A-1 LAWN MOWER SHOP INC	DX&POSSIBLEREPAIRSANDER	2/2024	K6491341	292.45
24-49867	10-004688	TLS GROUP, INC.	SERVICETODISCBREAKERS	2/2024	853-45383	1,807.14
24-49868	10-004688	TLS GROUP, INC.	PEDPOLENEWBUTTON&LIGHT	2/2024	853-45583	1,765.50
24-49827	10-0225	GENUINE PARTS	AIR&FUELFILTER&ACTUATOR	2/2024	7092-053451	196.29
24-49865	10-0694	HASKELL LEMON CONST CO	4 TONS ASPHALT	2/2024	7206	179.20
24-49879	10-0694	HASKELL LEMON CONST CO	2TONS OF HOTPATCH/ASPHALT	2/2024	7271	80.00
24-49669	10-1063	OG&E	MNTHLY BILLS	2/2024	20240212-	3,638.48
24-49318	10-1085	OKLAHOMA MUNICIPAL ASSURANCW/C		2/2024	202402275680	10,094.63
24-49849	10-1329	SCHWARZ (BORAL) READY MIX	4 YARDS OF CONCRETE	2/2024	315978	660.00
24-49880	10-1329	SCHWARZ (BORAL) READY MIX	3 YRDS OF CONCRETE	2/2024	316333	495.00
24-49613	10-2143	WARREN CAT	SERVICE GENERATOR	2/2024	WO180036470	503.72
24-49872	10-3001	EASTON SOD	ONE PALLET OF SOD	2/2024	0246049	165.00
DEPARTMENT TOTAL:						19,877.41

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08.4 PUBLIC WORKS - MAINT						
24-49318	10-1085	OKLAHOMA MUNICIPAL ASSURANCW/C		2/2024	202402275680	171.10
24-49771	10-1245	RAM PRODUCTS INC	DX&POSSIBLEREPAIRLEAK	2/2024	50733	269.90
24-49613	10-2143	WARREN CAT	SERVICE GENERATOR	2/2024	WO180036470	251.86
DEPARTMENT TOTAL:						692.86
DEPARTMENT: 08.5 PUBLIC WORKS - PARKS						
24-49933	10-0324	CENTRAL POWER EQUIP. INC	REPLACEMENT PARTS	2/2024	338051	35.75
24-48282	10-1063	OG&E	MNTHLY SVC	2/2024	20240223	93.03
24-48296	10-1068	ONG	MNTHLY SVC	2/2024	20240219	42.45
24-49318	10-1085	OKLAHOMA MUNICIPAL ASSURANCW/C		2/2024	202402275680	2,737.53
24-49863	10-1622	WESTLAKE ACE HARDWARE	DW DRILL SET	2/2024	3503990	21.99
24-49890	10-1622	WESTLAKE ACE HARDWARE	BATHROOM FAUCET/CMD DECT	2/2024	3504005	25.99
24-49896	10-1622	WESTLAKE ACE HARDWARE	TIE DOWNS FOR WATER TANK	2/2024	3504007	49.98
24-49913	10-1622	WESTLAKE ACE HARDWARE	PAINTINGSUPPLIES/PARKS	2/2024	3504002	33.54
24-49864	10-2123	HOME DEPOT CREDIT SVCS	2 BENCH GRINDERS	2/2024	016974/0422546	32.94
DEPARTMENT TOTAL:						3,073.20
FUND TOTAL:						123,327.36

FUND: 021- PUBLIC SAFETY FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 99.0		NON-DEPARTMENTAL				
24-48053	10-004789	TRADS, INC	JAN 2024	2/2024	JAN 2024 BILLING	170.00
DEPARTMENT TOTAL:						170.00
FUND TOTAL:						170.00

FUND: 031- CAPITAL IMPROVE PROJECTS

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		PROJECTS >\$25,000				
24-49550	10-006151	DOOSAN BOBCAT NORTH AMERICAMINI TRACK LOADER		2/2024	3755038	31,316.34
DEPARTMENT TOTAL:						31,316.34
FUND TOTAL:						31,316.34

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		Projects				
24-49028	10-006140	HOLLAND CONSTRUCTION, LLC	PROP 3-B PD	2/2024	PAY APP #3	16,105.67
DEPARTMENT TOTAL:						16,105.67
FUND TOTAL:						16,105.67

BETHANY CITY COUNCIL

From: Elizabeth Gray, City Manager
Date: March 5, 2024
Subject: Community Development Block Grant 18607 Close out for project completion of waterlines and appurtenances on Holloway Avenue between NW 36th Street and NW 32nd Street.

BACKGROUND

On September 12, 2022, staff applied for and received a Community Development Block Grant in the amount of 195,714 dollars from the Oklahoma Department of Commerce. This was the first successful CDBG Grant application by the City of Bethany in well over a decade. On March 21, 2023, the council accepted an ODEQ Permit for the construction of 1,265 linear feet of waterline and appurtenances to serve Holloway Avenue between NW 36th Street and NW 32nd Street and approved a request to advertise for bids. Bids were opened on April 19, 2023. The contract was awarded on May 16, 2023, to Southwest Water Works, LLC.

1. The project benefited 72% of low to moderate leveled income citizens.
2. The grant award amount was \$195,714.00. These funds were used to pay for the construction costs. The City of Bethany contributed approximately \$192,000.00 for additional construction costs, along with the engineering and grant admin fees.
3. The project did not result in the displacement or relocation of any citizens.
4. A final inspection was made by Robbie Williams, P.E. with TEIM Design and deemed completed.

RECOMMENDATION

1. Approve Resolution No. 1690 to accept the 18607 CDBG 22 Water System Improvements Project as being completed.

ADDITIONAL COMMENTS

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



RESOLUTION NO. 1690

**A CLOSE-OUT RESOLUTION APPROVING AND ACCEPTING
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT AS COMPLETE**

WHEREAS, the City of Bethany received and accepted a CDBG grant, grant no. 18607 CDBG 22 to fund improvements as described:

CDBG Water System Improvements Project

WHEREAS, the City of Bethany contracted with Southwest Water Works, LLC to construct the project listed above; and,

WHEREAS, a final inspection has been done and the consulting engineer has recommended acceptance of the project including approval of final payment; and,

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Bethany, that the City of Bethany accepts the 18607 CDBG 22 Water System Improvements Project as being completed.

ADOPTED and APPROVED by the City Council of the City of Bethany, Oklahoma on this 5th day of March 2024.

Shannon Lloyd, Mayor

ATTEST: _____
Michael Vaughn, Clerk

(Seal)

NOTICE OF PUBLIC HEARING

TOPIC: CDBG Grant; Closeout for Proposed Waterlines Improvements Project.

The **City of Bethany** will hold a public hearing on the Community Development Block Grant closeout.

The hearing is scheduled on **March 5, 2024**, at **6:30 p.m.** at the Bethany City Hall at 6700 NW 36th St. Bethany, Oklahoma. The public hearing will be conducted to announce the accomplishments on the proposed waterline improvements located between NW 36th Street and NW 32nd and between North Holloway Avenue and North Mueller Avenue.

Program accomplishments will be discussed with citizens providing the opportunity to ask questions and make input to the program.

All interested citizens are invited to attend this hearing.

Posted at (3 public locations and their addresses):

- 1) Bethany City Hall: 6700 NW 36th; Bethany, OK 73008
- 2) Bethany Court: 6714 NW 36th, Bethany, OK 73008
- 3) Bethany Public Library: 6700 NW 35th, Bethany, OK 73008

Posted by:


Michael Vaughn, City Clerk (signature)

Date Posted: February 15, 2024



BETHANY CITY COUNCIL

From: Amanda McCellon, Comm. Dev. Director
Date: February 21, 2024
Subject: Consider a request by Erick Silva, applicant, and Mike Bass, property owner, to rezone tract 3 of 2601 N. Rockwell Ave. from I-L (Industrial Light) to R-2 (Two-Family Residential).

BACKGROUND

Attached are the minutes and staff report from the Planning and Zoning Commission meeting of February 15, 2024. Motion was made by Kent Lynn, seconded by Steve Marx to recommend approving the rezoning of tract 3 of 2601 N. Rockwell Ave. from I-L, (Industrial Light) to R-2 (Two-Family Residential). The votes are as follows: AYE- Kent Lynn, Steve Marx, Justin Peck. NAY- Robert Helton, James Clemmer, Trent Reid. NAY- None. The vote was tied at 3-3. However, the minutes incorrectly show that the measure passed, when it did not. Furthermore, no recommendation came from P&Z regarding this matter since the original presented measure did not pass.

City attorney Ray Jones would like to bring this item back to Planning and zoning for a re-hearing so that the P&Z Commission may make a recommendation of some kind to the City Council and so the minutes may be corrected.

RECOMMENDATION

1. City attorney recommends sending back to the planning and zoning committee.

ADDITIONAL COMMENTS



MINUTES
CITY OF BETHANY
PLANNING AND ZONING COMMISSION
FEBRUARY 15, 2024

MEMBERS PRESENT: Justin Peck, Vice-Chair
Robert Helton
Steve Marx
Kent Lynn
James Clemmer
Trent Reid

MEMBERS ABSENT: Charles Snyder, Chair
Ron Crouch

STAFF PRESENT: Lauren Harris (Attorney setting in
for Ray Jones, City Attorney)
Amanda McCellon, Comm. Dev. Director
Brendan Summerville, Comm. Dev. Associate
Linda Hlinicky, Adm. Assistant

NOTICE: Agenda posted in the lobby and on the front door of Bethany City Hall, 6700 NW 36th St., Bethany, OK 73008 on Thursday, February 8, 2024 at 11:00 a.m.

Justin Peck, Vice-Chair called the meeting to order and gave the invocation. Motion was made by James Clemmer, seconded by Trent Reid to approve the January 28, 2024 Planning and Zoning Commission minutes as mailed. The votes are as follows: AYE- Justin Peck, Kent Lynn, Robert Helton, Steve Marx, James Clemmer, Trent Reid. NAY- None. ABSTAIN- None. The motion carried 6 - 0.

ITEM 1: **PC 24-01**
Consider a request by Erick Silva, applicant, and Mike Bass, property owner, to rezone tract 3 of 2601 N Rockwell Ave from I-L (Industrial Light) to R-2 (Two-Family Residential). *Item to be heard by the Bethany City Council on March 5, 2024.*

LEGAL DESCRIPTION:

Tract 3: A part of the SE/4 Sec. 20-T12N-R4W I.M., Oklahoma County, Oklahoma, more particularly described as follows:
COMMENCING at the Southeast corner of said Southeast Quarter (SE/4);
THENCE North 00°03'20" East along the East line of said SE/4 a distance of 620/00 feet;
THENCE South 89°29'48" West a distance of 345.00 feet to the POINT OF BEGINNING;
THENCE continuing South 89°29'48" West a distance of 565.20 feet;
THENCE North 00°06'31" West a distance of 702.90 feet;
THENCE North 89°27'47" East a distance of 462.22 feet;
THENCE South 00°03'20" East a distance of 250.00 feet;
THENCE North 89°27'48" East (North 89°14'40" measured) a distance of 105.00 feet;

THENCE South 00°03'20" West a distance of 454.00 feet (453.65 feet measured) to the POINT OF BEGINNING

Said tract of land has an area of 371,845 square feet or 8.5364 acres, more or less.

ACTION: Brendan Summerville, Comm. Dev. Associate presented the staff report to consider rezoning tract 3 of 2601 N. Rockwell Ave. from I-L (Industrial Light) to R-2 (Two-Family Residential). Summerville summarized the zoning of tract 3 of 2601 N. Rockwell Ave. showing the differences between I-L and R-2, and the surrounding properties. Water service is provided along the North side of the property and sanitary sewer access is provided under N. Rockwell Ave. with a utility easement granting access to Tract 3. This property as two family residential would be subject to our density cap of twelve dwelling units per acre.

After some discussion by the Planning and Zoning Commission about drainage, streets, etc., Amanda McCellon, Comm. Dev. Director spoke up and said this is a good time to remind the Planning and Zoning Commission that we are here to talk about the rezoning of this property from I-L to R-2. We are not here to discuss what we want it to look like, whether we like the project or not, and we are not here to discuss what we would rather see. We are here to hear the applicant's request to rezone the property. All the things you have mentioned will be covered when they start the building process and engineer(s) will be involved.

Erick Silva, Applicant spoke to the Planning and Zoning Commission. We felt industrial was not the best use for property, and that is why we are asking for R-2 zoning for duplexes.

Motion was made by Kent Lynn, seconded by Steve Marx to recommend approving the rezoning of tract 3 of 2601 N Rockwell Ave. from I-L (Industrial Light) to R-2 (Two-Family Residential). The votes are as follows: AYE- Kent Lynn, Steve Marx, Justin Peck. NAY- Robert Helton, James Clemmer, Trent Reid. NAY- None. The motion carried 3-3-0.

ITEM 2: Review and possible modification of ordinance 153.19 regarding prohibited signs and any other ordinances regarding wind signs.

ACTION: Since all Planning and Zoning Commission members are not present, motion was made by James Clemmer, seconded by Trent Reid to table this item until we have a full attendance by all Commissioner's. The votes are as follows: Justin Peck, Kent Lynn, Robert Helton, Steve Marx, James Clemmer, Trent Reid. The motion carried unanimously 6 - 0.

NEW BUSINESS

Amanda McCellon, Comm. Dev. Director stated at the last council meeting, the City Council repealed the rezoning on N. Redmond from single family to duplexes. A neighbor came and complained, so they repealed the entire ordinance, and property is back to single-family residential.

Brendan Summerville, Comm. Dev. Associate spoke about an upcoming rezoning request for property at the SW corner of NW 30th and N. Council Rd. on March 7, 2024.

Motion was made by Trent Reid, seconded by Robert Helton to adjourn. The motion carried unanimously 6 - 0.

City of Bethany
Planning & Zoning Staff Report
February 15, 2024

CASE NO: PC 24-01

Request: Consider a request by Erick Silva of Silva Holdings LLC., applicant, and Mike Bass, property owner, to rezone Tract 3 of 2601 N Rockwell from I-L (Industrial-Light) to R-2 (Two-Family Residential).

Legal Description: See attachment.

Current Zoning: I-L (Industrial Light))

Proposed Zoning: R-2 (Two-Family Residential)

Surrounding Zoning:

Direction	Zoning
North	R-1 (Single-Family Res.)
South	I-H (Ind. Heavy), PUD (Planned Unit Development), C-G (Comm. General)
East	C-O & R-1 (Comm. Office & Single-Family Res.)
West	A (Agricultural)

Table 1

Zoning Characteristics:

	I-L	R-2
Use	Industrial Light	Two-Family Dwelling
Minimum Lot Area (ft ²)	N/A	9,000
Width x Depth (ft)	N/A	60 x 100
Front Setback (ft)	25	25
Rear Setback (ft)	15	20
Side Setback (ft)	25 Street/Corner Lots N/A Interior Lots	10 & 5 (Interior) 25 (Corner)

Table 2

Background:

The applicant is seeking to rezone Tract 3 of 2601 N Rockwell Ave from I-L (Industrial Light) to R-2 (Two-Family Residential). This property was rezoned from C-G (Commercial General) to I-L (Industrial-Light) in September of 2021 by the current property owner with the intention of constructing light industrial warehouses. In July of 2023, the property owners performed a deed approval on this property, formally dividing it into three (3) tracts to sell the property. In December of 2023, the applicant inquired about a change of zoning, and filed an application in early January of 2024.

Analysis:

The surrounding zoning of the site is a mix of industrial, commercial, and residential land uses with varying degrees of intensity. The previous use of this property as a horse farm has long since ended and was vacated prior to the zoning change in 2021. The applicant has proposed the construction of two-family dwelling units (duplexes or townhomes). This property would be subject to a maximum density of 12 dwelling units per acre. The applicant has not stated an estimated number of dwelling units.

Water service is provided along the North side of the property, with an eight (8) inch water line along NW 27th Street. Sanitary sewer access is provided by an eight (8) inch line under North Rockwell Avenue, with a utility easement granting access to Tract 3.

The Comprehensive Plan does not describe a particular zoning district for this property; however, it is described as underutilized. Given the proposed development of two-family dwelling units, it does meet the call for missing middle housing to be developed.

Required Action: Hold a public hearing to provide a recommendation to either approve or deny the applicant's zoning change request. This recommendation will be heard by the Bethany City Council on the 5th of March 2024, and a decision whether to approve or deny this change will be made.

Attachments:

- Legal Description
- Aerial Photograph
- Zoning Map
- Water & Sewer Atlases
- Rezoning Application
- 300' Radius Report
- Public Notification

Legal Description:

Tract 3: A part of the SE/4 Sec. 20-T12N-R4W I.M., Oklahoma County, Oklahoma, more particularly described as follows:

COMMENCING at the Southeast corner of said Southeast Quarter (SE/4);

THENCE North 00°03'20" East along the East line of said SE/4 a distance of 620/00 feet;

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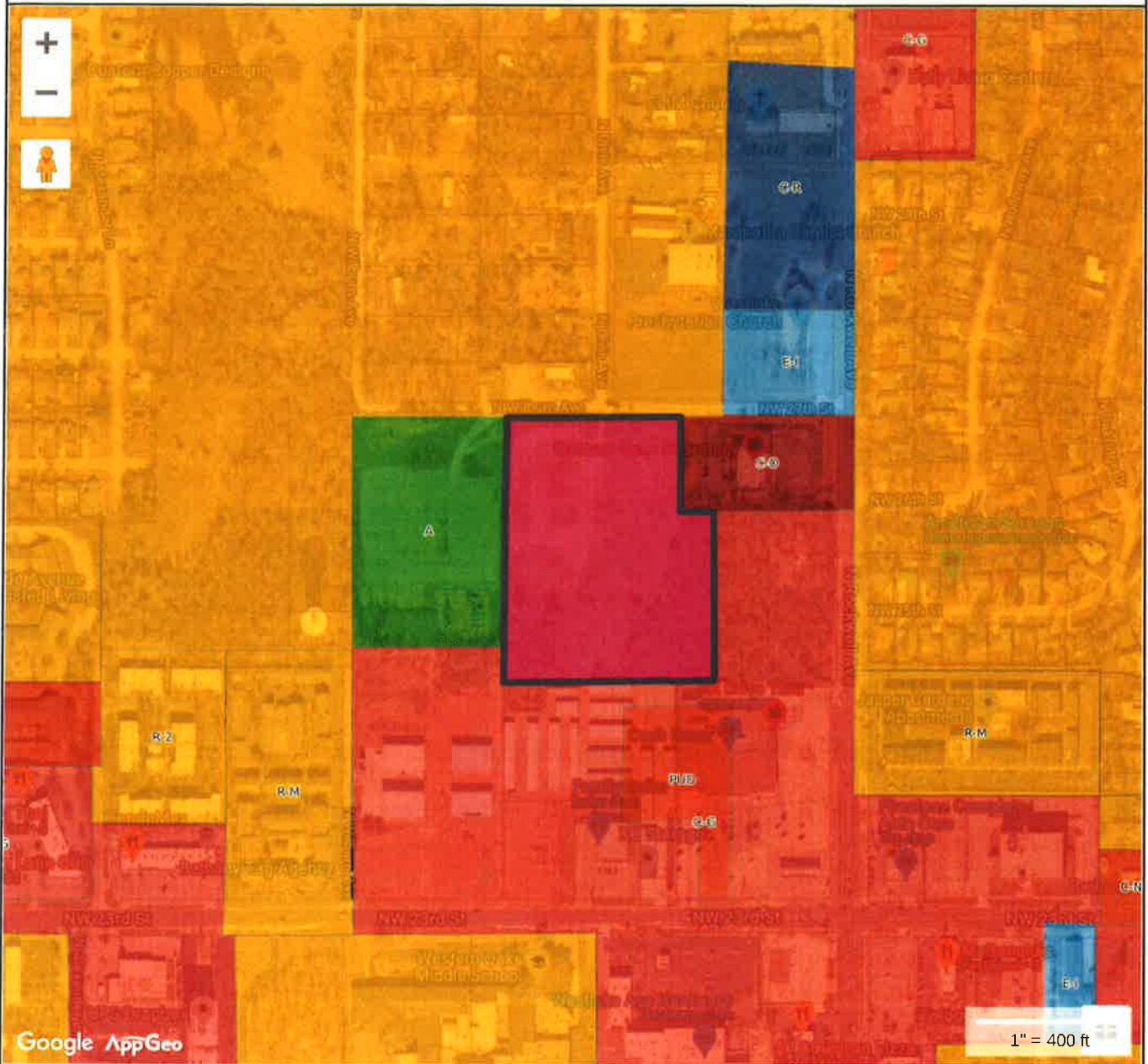
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THENCE South 00°03'20" West a distance of 454.00 feet (453.65 feet measured) to the POINT OF BEGINNING

Said tract of land has an area of 371,845 square feet or 8.5364 acres, more or less.



PC 24-01 Zoning Map



ZONING CODE LEGEND

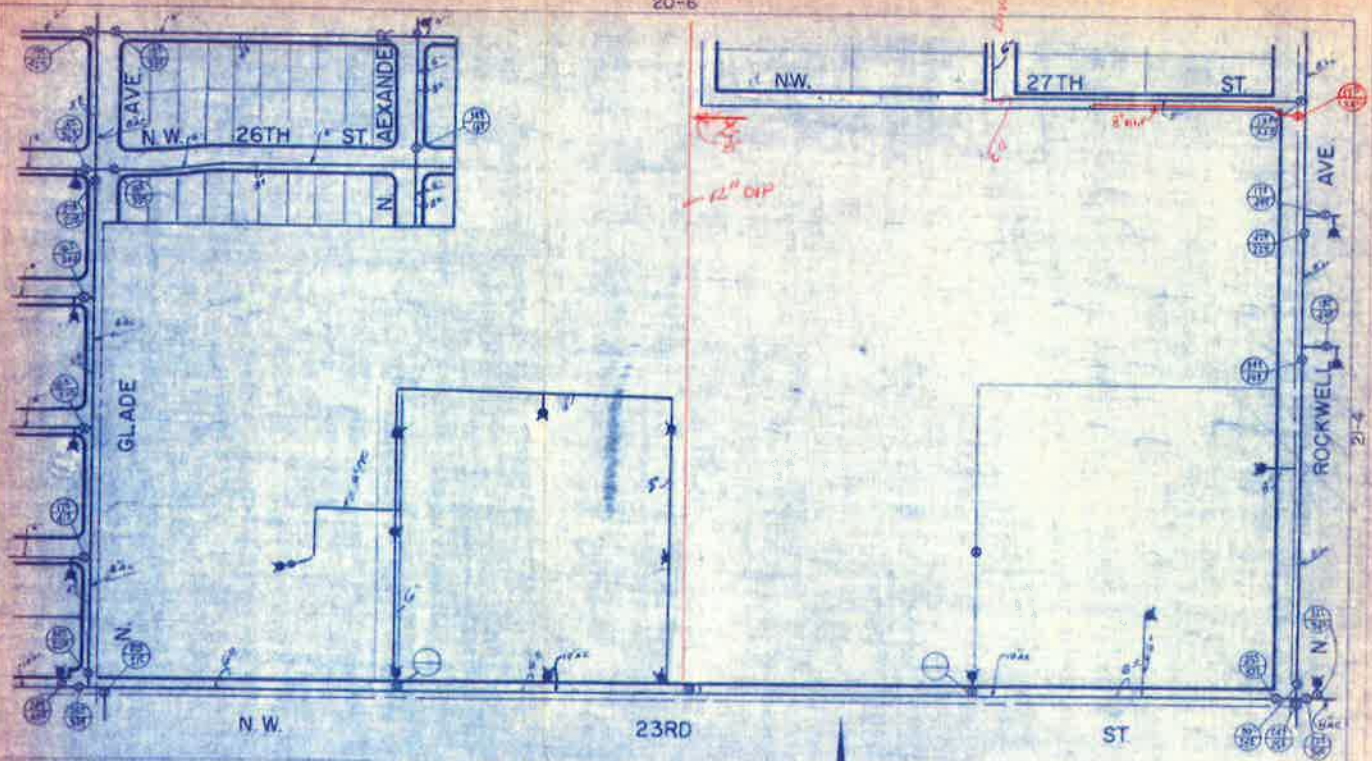
A	E-I
CBD	I-L
C-O	I-R
C-H	PUD
C-S	PRD
C-N	R-1
C-O	R-2
C-R	R-M
	RMO
	RHP

MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

Bethany, Oklahoma makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Print map scale is approximate.
Critical layout or measurement activities should not be done using this resource.

20-6



THIS MAP WAS PREPARED FOR THE OKLAHOMA INDUSTRIAL DEVELOPMENT AND PARK DEPARTMENT, STATE PLANNING AGENCY, AND WAS FINANCED IN PART THROUGH AN URBAN PLANNING GRANT FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, UNDER THE PROVISIONS OF SECTION 701 OF THE HOUSING ACT OF 1954, AS AMENDED.

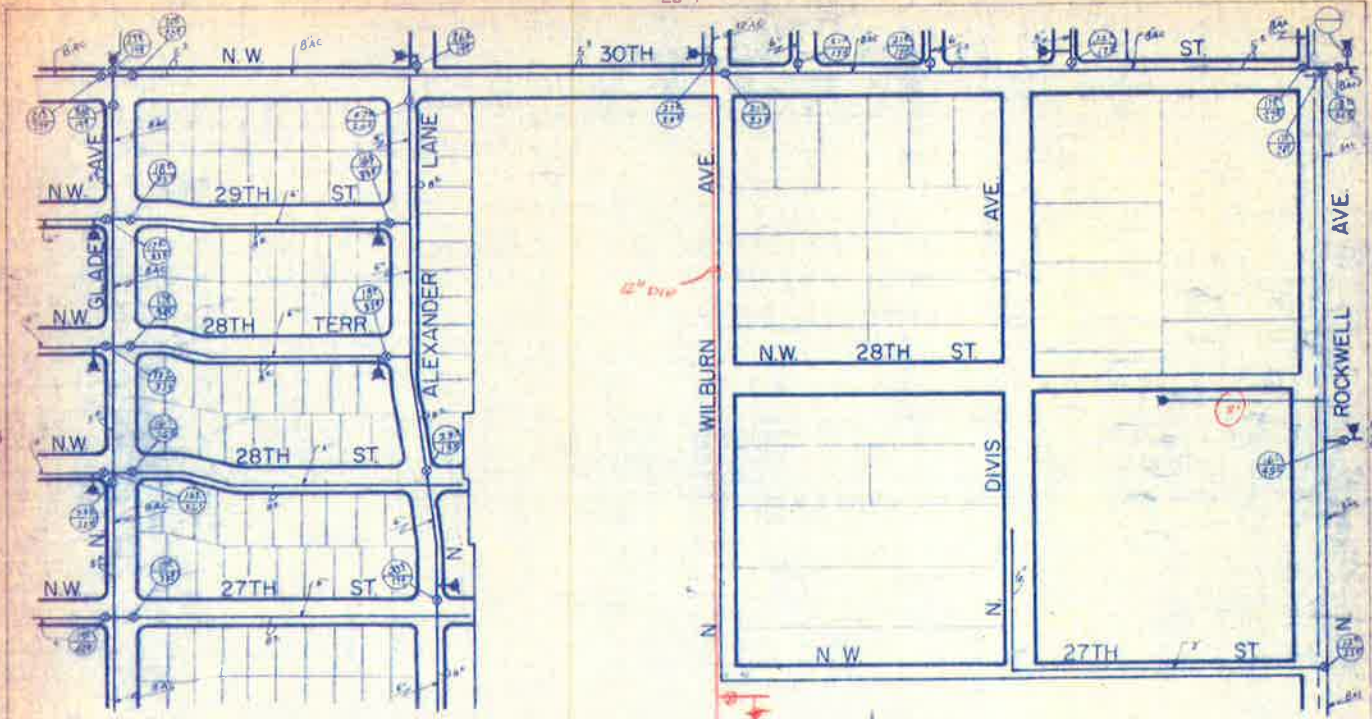
SCALE 1"=200'

29-B

20-5

21-4

20-7



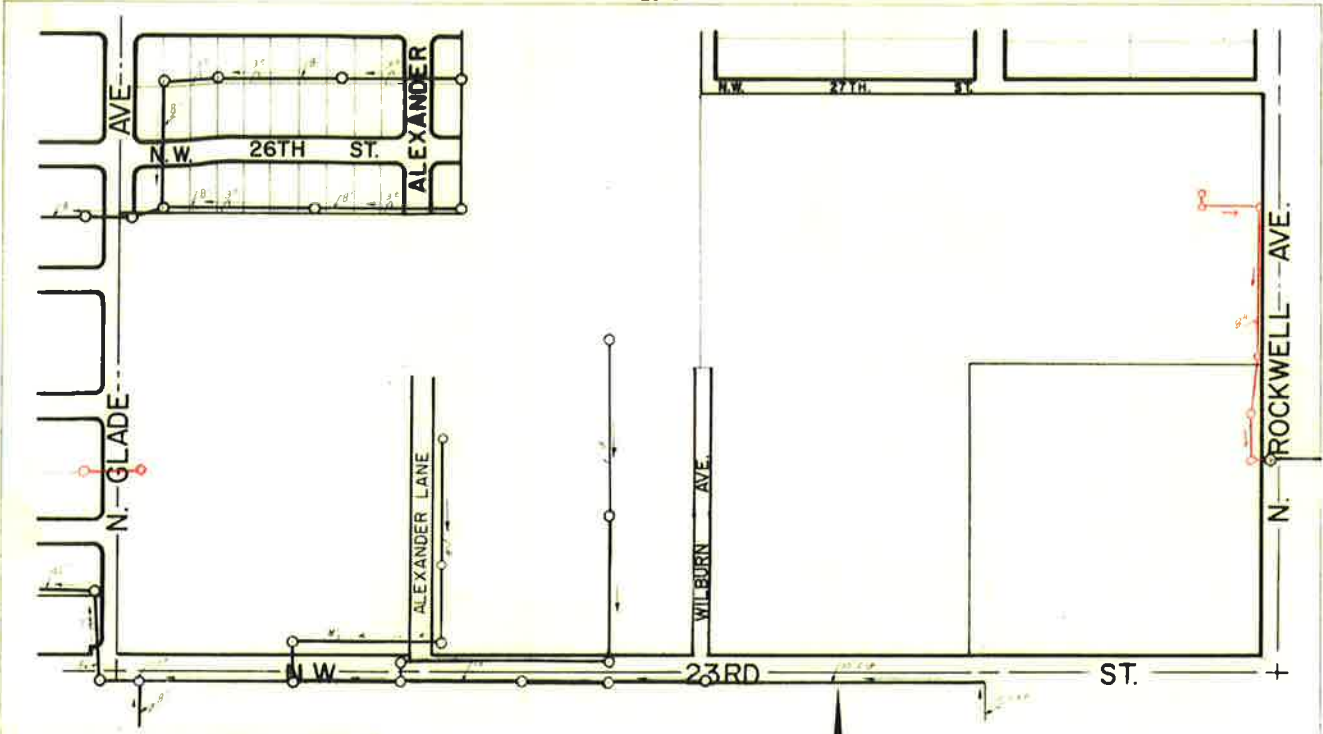
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SCALE 1"=200'

20-6

20-5

20-6



20-4

21-4

THIS MAP WAS PREPARED FOR THE OKLAHOMA INDUSTRIAL DEVELOPMENT AND PARK DEPARTMENT, STATE PLANNING AGENCY, AND WAS FINANCED IN PART THROUGH AN URBAN PLANNING GRANT FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, UNDER THE PROVISIONS OF SECTION 701 OF THE HOUSING ACT OF 1954, AS AMENDED.

Key 2-17-54
 11-14-50

SCALE 1"=200'


29-8

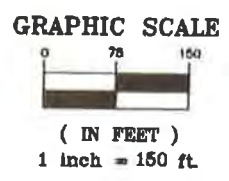
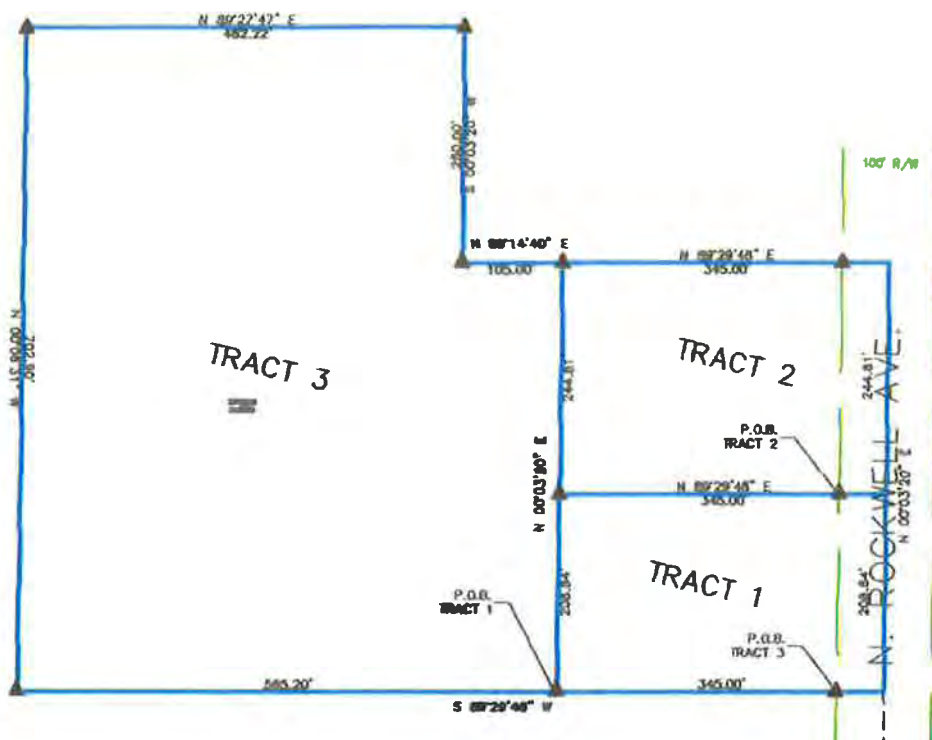
20-5

APPLICATION FOR REZONING

We, the undersigned, being the owners or legal agents for the owners of more than fifty-one percent of the following described property, do hereby make application and petition the City Council to amend the zoning ordinance of the City of Bethany as hereinafter requested.

(PLEASE PRINT OR TYPE)

1. Applicant: Silva Development, LLC Phone #: (405) 919 3189
Address: P.O. Box 3334 OKC, OK 73101
2. Record Property Owner(s): Carlson Ventures LLC Phone #: (405) 803 3026
Address: P.O. Box 18852 OKC, OK 73154
3. Request rezoning from: Industrial Light (I-L)
To: R-d Residential Two Family
4. Street address or location: NW/27th / N Divis
5. Legal description (attach if necessary): See Attached (Tract 5)
6. Area of property (sq. ft.): 8.54 Acres (372,002) sqft.
7. The application shall be accompanied by the following:
 - a. Filing Fee.
 - b. Certified list of names and addresses of all property owners of record within three hundred (300) feet of the exterior boundaries of subject property.
 - c. Application for amendment of Comprehensive Plan (if applicable).
8. In order that your application can be heard at the next Planning Commission meeting, the completed application, accompanying information, and filing fees must be submitted before 12:00 noon the day of the deadline.
9. Signature of Applicant:  Mike Bass
Applicant Print Name: ERICK SILVA
Signature of Property Owner: Mike Bass
Property Owner Print Name: MIKE BASS, Manager of Carlson Ventures LLC



LEGEND

▲ SET 3/8" I.P. W/ 'CA6213' CAP



****PLEASE SEE ATTACHED SHEET FOR LEGAL DESCRIPTIONS****

2601 N. Rockwell Avenue

Tract Split Survey

A B

SURVEYING

Chris Falchid, P.L.S. #1743, C.A. #6213
7333 Hammond Circle, Warr Acres, OK 73132
405.610.6217 Phone - chris@absurveyingok.com
All rights reserved under copyright.

Project No: 2557	Date: 5/18/23	Scale: 1"=150'
Drawn By: CJF	Party Chief: RBW	Revisions:
DWG File: 2601 N Rockwell	Survey File: 2557-5-18	Sheet: 1 of 2

Certificate of Survey

May 18, 2023

I, Chris Fairchild, a Licensed Professional Land Surveyor, do hereby certify, as of the date set forth above, that I or others under my direct supervision, have made a careful survey of a tract of land described as follows:

As Proposed

Tract 1

A part of the Southeast Quarter (SE/4) of Section Twenty (20), Township Twelve (12) North, Range Four West of the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows:

COMMENCING at the Southeast corner of said Southeast Quarter (SE/4);

THENCE North 00°03'20" East along the East line of said Southeast Quarter (SE/4) a distance of 620.00 feet to the POINT OF BEGINNING;

THENCE South 89°29'48" West a distance of 345.00 feet;

THENCE North 00°03'20" East a distance of 209.00 feet;

THENCE North 89°29'48" East a distance of 345.00 feet;

THENCE South 00°03'20" West along the East line of said Southeast Quarter a distance of 209.00 feet to the POINT OF BEGINNING

Said tract of land has an area of 72.105 square feet or 1.6553 acres, more or less

Tract 2

A part of the Southeast Quarter (SE/4) of Section Twenty (20), Township Twelve (12) North, Range Four West of the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows:

COMMENCING at the Southeast corner of said Southeast Quarter (SE/4);

THENCE North 00°03'20" East along the East line of said Southeast Quarter (SE/4) a distance of 829.00 feet to the POINT OF BEGINNING;

THENCE South 89°29'48" West a distance of 345.00 feet;

THENCE North 00°03'20" East a distance of 245.00 feet;

THENCE North 89°29'48" East a distance of 345.00 feet;

THENCE South 00°03'20" West along the East line of said Southeast Quarter a distance of 245.00 feet to the POINT OF BEGINNING.

Said tract of land has an area of 84,525 square feet or 1.9404 acres, more or less

Tract 3

A part of the Southeast Quarter (SE/4) of Section Twenty (20), Township Twelve (12) North, Range Four West of the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows:

COMMENCING at the Southeast corner of said Southeast Quarter (SE/4);

THENCE North 00°03'20" East along the East line of said Southeast Quarter (SE/4) a distance of 620.00 feet;

THENCE South 89°29'48" West a distance of 345.00 feet to the POINT OF BEGINNING;

THENCE continuing South 89°29'48" West a distance of 585.20 feet;

THENCE North 00°06'31" West a distance of 702.90 feet;

THENCE North 89°27'47" East a distance of 462.22 feet;

THENCE South 00°03'20" East a distance of 250.00 feet;

THENCE North 89°29'48" East (North 89°14'40" measured) a distance of 105.00 feet;

THENCE South 00°03'20" West a distance of 454.00 feet (453.65 feet measured) to the POINT OF BEGINNING

Said tract of land has an area of 371,845 square feet or 8.5364 acres, more or less

I further certify that this survey meets the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors.

Chris Fairchild, P.L.S. #1743

5/18/23

Date



Notes

- 1 The bearing of North 00°03'20" East is shown on the Warranty Deed of record filed in Book 14148 Page 1332 for the East line of said Southeast Quarter (SE/4) was used as the basis of bearing for this survey.
- 2 A title commitment, indicating applicable easements, has not been provided to us; therefore, all easements may not be shown hereon.

2801 N. Rockwell Avenue

Tract Split Survey



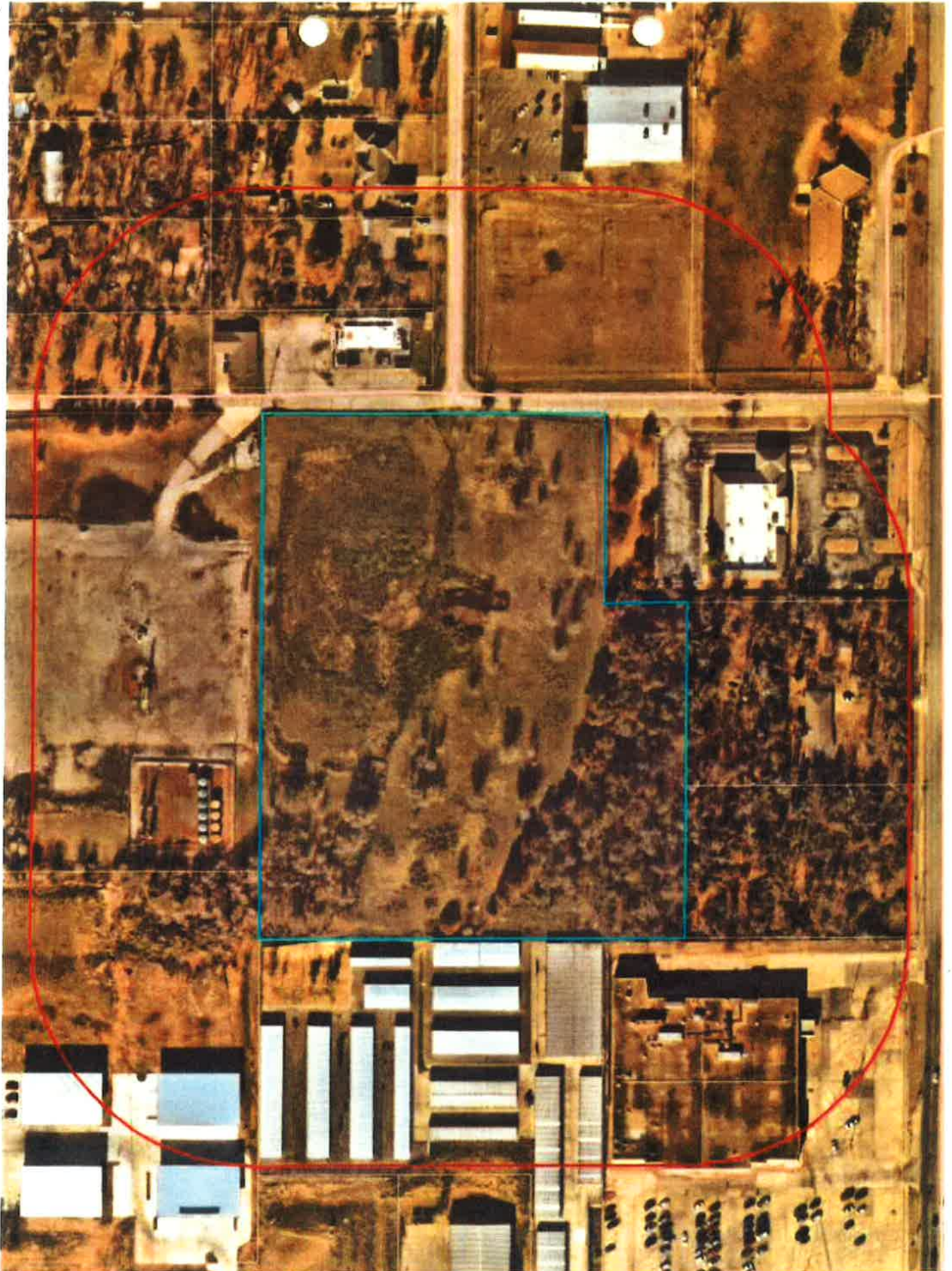
SURVEYING

Chris Fairchild, P.L.S. #1743, C.A. #6213
7333 Hammond Circle, Warr Acres, OK 73132
405.818.8217 Phone - chris@csurveyingok.com
All rights reserved under copyright.

Project No: 2557
Drawn By: CJF
DWG File: 2801 N Rockwell

Date: 5/18/23
Party Chief: RBW
Survey File: 2557-5-18

Scale: 1"=150'
Revisions:
Sheet: 2 of 2



Monday, January 8, 2024 3:16:26 PM - Oklahoma County Assessor Online Mapping

Larry Stein Oklahoma County Assessor's Office



PC 24-01

Ownership Radius Report

This Official Report is for Account Number R173781865 and is a 300-foot radius from the outside of the polygon. If the minimum number of different owners was not reached it was extended by 100-foot increments until the required number of different owners was reached, or the maximum distance was reached. This report does not constitute a legal survey or document, for definitive description of real property and ownership; consult the deeds recorded in the Oklahoma County Clerks Office. **Official Record of this Certified Radius Report will expire 30 days from the date of creation stamped on the back of this sheet.**

Oklahoma County Assessor's
300ft Radius Report
1/8/2024

accountno	name1	name2	name3	mailingaddress1	city	state	zipcode	subname	block	lot	legal	location
R172091015	KO STORAGE OF OKC LLC	No Data	No Data	10301 WAYZATA BLVD	MINNETONKA	MIN	55305	CARLSON FARMS SEC I	1	0	CARLSON FARMS SEC I 001 000 PT OF LOT 2 BEG 546FT W & 308FT N OF SE/C SE4 SEC 20 12N 4W TH N312FT W363.74FT S311.79FT E363.72FT TO BEG PLUS BLK 1 IN ALBERTSONS BUSINESS PARK	7133 NW 23RD ST BETHANY
R173786700	DOLPHIN ASSOCIATES OK FL LLC	No Data	No Data	12150 SW BENNINGTON CIR	PORT SAINT LUCIE	FL	34987-2781	UNPLTD PT SEC 20 12N	0	0	UNPLTD PT SEC 20 12N 4W 000 000 PT SE4 SEC 20 12N 4W BEG SE/C SE4 TH W450FT N620FT E450FT S620FT TO BEG EX S50FT & E50FT FOR ROAD PURPOSES	7101 NW 23RD ST BETHANY
R173781895	OGP LLC	No Data	No Data	107 S BROADWAY	EDMOND	OK	73034-3843	UNPLTD PT SEC 20 12N	0	0	UNPLTD PT SEC 20 12N 4W 000 000 PT SE4 SEC 20 12N 4W BEG 1309 70FT W & 713.38FT N OF SE/C SE4 TH N610FT E400FT S610FT W400FT TO BEG CONT 5.60ACRS MORE OR LESS	UNKNOWN
R173781890	MERCY HEALTH CENTER INC	ATTN EXECUTIVE OFFICES	No Data	4300 W MEMORIAL RD	OKLAHOMA CITY	OK	73120-8304	UNPLTD PT SEC 20 12N	0	0	UNPLTD PT SEC 20 12N 4W 000 000 PT SE4 SEC 20 12N 4W BEG AT NE/C OF SE4 SE4 TH S250FT W450FT N250FT E450FT TO BEG CONT 2.58ACRS MORE OR LESS SUBJ TO ESMTS OF RECORD AKA LT 1 BLK 1 MERCY HEALTH BETHANY	2701 N ROCKWELL AVE BETHANY
R175031045	MONTE SINAI CORP	No Data	No Data	3601 NW 17TH ST	BETHANY	OK	73008	S A JONES	1	5	S A JONES 001 005	7209 NW 27TH ST BETHANY
R175031065	MAZARIEGOS ESTEBAN N PEREZ & SANDRA	No Data	No Data	2800 N WILBURN AVE	BETHANY	OK	73008-4524	S A JONES	1	7	S A JONES 001 007	2800 N WILBURN AVE BETHANY
R175031035	HORTON TERRY J	No Data	No Data	2809 N DIVIS AVE	BETHANY	OK	73008	S A JONES	1	4	S A JONES 001 004	2809 N DIVIS AVE BETHANY
R175031075	VELASCO CRUZ ALBERTO	No Data	No Data	2806 N WILBURN	BETHANY	OK	73008	S A JONES	1	8	S A JONES 001 008	2806 N WILBURN AVE BETHANY
R175031025	MARANATHA BAPTIST CHURCH INC	No Data	No Data	4129 NW 15TH ST	OKLAHOMA CITY	OK	73107	S A JONES	1	3	S A JONES 001 003	2813 N DIVIS AVE BETHANY
R175031165	WESTLAKE PRESBYTERIAN CHURCH INC	No Data	No Data	2800 N DIVIS AVE	BETHANY	OK	73008-4518	S A JONES	2	0	EXEMPT	0 UNKNOWN BETHANY
R175031095	MONTE SINAI CORP	No Data	No Data	2801 N ROCKWELL AVE	BETHANY	OK	73008-4631	S A JONES	2	0	S A JONES 002 000 LOTS 1 THRU 7 & 30FT STRIP ADJ ON N BEING E277.5FT OF NW 28TH STREET	0 UNKNOWN BETHANY
R175031055	CARLSON VENTURES LLC	No Data	No Data	7201 NW 27TH ST	BETHANY	OK	73008-4536	S A JONES	1	6	S A JONES 001 006	0 UNKNOWN BETHANY
R212091000	CARLSON VENTURES LLC	No Data	No Data	PO BOX 18852	OKLAHOMA CITY	OK	73154	FARMS SEC I	1	1	CARLSON FARMS SEC I BLK 1 LOT 1 EX PT OF TR BEG SE/C LOT 2 TH W218.7FT N192.53FT E30FT N115.56FT E188.73FT S308FT TO BEG	7271 NW 23RD ST BETHANY

Oklahoma County Assessor's
300ft Radius Report
1/8/2024

R173781865	CARLSON VENTURES LLC	No Data	No Data	OKLAHOMA CITY	OK	73154 4W	UNPLTD PT SEC 20 12N	0	UNPLTD PT SE4 SEC 20 12N 4W BEG 620FT N & 345FT W OF SE/C SE4 TH W565.20FT N702.90FT E462.22FT S250FT E105FT S454FT TO BEG SUBJ TO ESMTS & R/W/S OF RECORD	No Data
R173781875	FALAWN TARELL NORWOOD	No Data	1249 WELLINGTON DR	PALMDALE	CA	93551 4W	UNPLTD PT SEC 20 12N	0	UNPLTD PT SE4 SEC 20 12N 4W BEING SE4 OF SE4 EX BEG SE/C SE4 TH W450FT N620FT E450FT S620FT TO BEG & EX A TR BEG 610FT N OF SE/C SE4 TH W450FT N10FT E450FT S10FT TO BEG & EX A TR BEG NE/C SE4 SE4 TH S	2601 N ROCKWELL AVE BETHANY
R173781870	CARLSON VENTURES LLC	No Data	PO BOX 18852	OKLAHOMA CITY	OK	73154 4W	UNPLTD PT SEC 20 12N	0	UNPLTD PT SE4 SEC 20 12N 4W BEG 620FT N OF SE/C SE4 W345FT N209FT E345FT S209FT TO BEG SUBJ TO ESMTS & R/W/S OF RECORD	No Data

X

BETHANY *Oklahoma*

Department of Planning & Community Development

January 22, 2024

NOTICE OF HEARING

**PLANNING & ZONING COMMISSION
AND CITY COUNCIL**

Dear Property Owner:

This notice is to inform you that a neighboring property owner has filed an application with the Bethany Planning Department to rezone their property. All rezoning applications within city limits are reviewed by the Planning and Zoning Commission at a public hearing to determine whether the proposal is in conformity with the Comprehensive Plan for the City of Bethany.

We would like to emphasize that the Planning and Zoning Commission does not make the final decision on whether or not to approve the application; it simply makes a recommendation to the City Council. The final decision is made by the City Council in a second hearing.

Attached to this notice is information on the hearing dates, the location of the property, and the zoning of the property. During the public hearings, the applicant for the zoning change presents his case, and all interested property owners in the surrounding area are invited to appear and state whether they are for or against the proposal.

Your participation in these proceedings can affect the outcome.

If you have any questions regarding this notice, please contact the Community Development Director. Call (405) 789-6005.

**SECRETARY,
PLANNING AND ZONING COMMISSION**

ZONING CASE INFORMATION

A. Rezoning Proposal

1. Case Number: PC 24-01.
2. Location of Property: Tract 3, 2601 N Rockwell Ave., Bethany, OK.
3. Legal Description: Please see next page, item A 3.
4. Present Zoning: C-R (Commercial Restricted).
5. Requested Zoning: R-2 (Two-Family Residential).
6. Applicant's Request: Grant a special use permit that will allow for a dwelling unit on a commercial-restrictive lot.

B. Hearing Schedule

1. The Planning and Zoning Commission hearing on the proposed rezoning will be held on **February 15, 2024** at **7:00 P.M.** At this hearing, any interested citizen will have the opportunity to speak to the Commission concerning the proposed zoning change. The Commission will vote on whether to recommend approval or disapproval of the proposed rezoning. **IF YOU HAVE AN OPINION ON THE APPLICATION, YOU SHOULD ATTEND THIS HEARING.**
2. The City Council Hearing will be held on **March 5, 2024** at **6:30 P.M.** At this hearing, any interested citizens will have the opportunity to speak to the City Council concerning the request. The City Council will vote either to adopt or reject the proposed rezoning ordinance. **IF YOU HAVE AN OPINION ON THE APPLICATION, YOU SHOULD ATTEND THIS MEETING.**

C. Location of Hearings

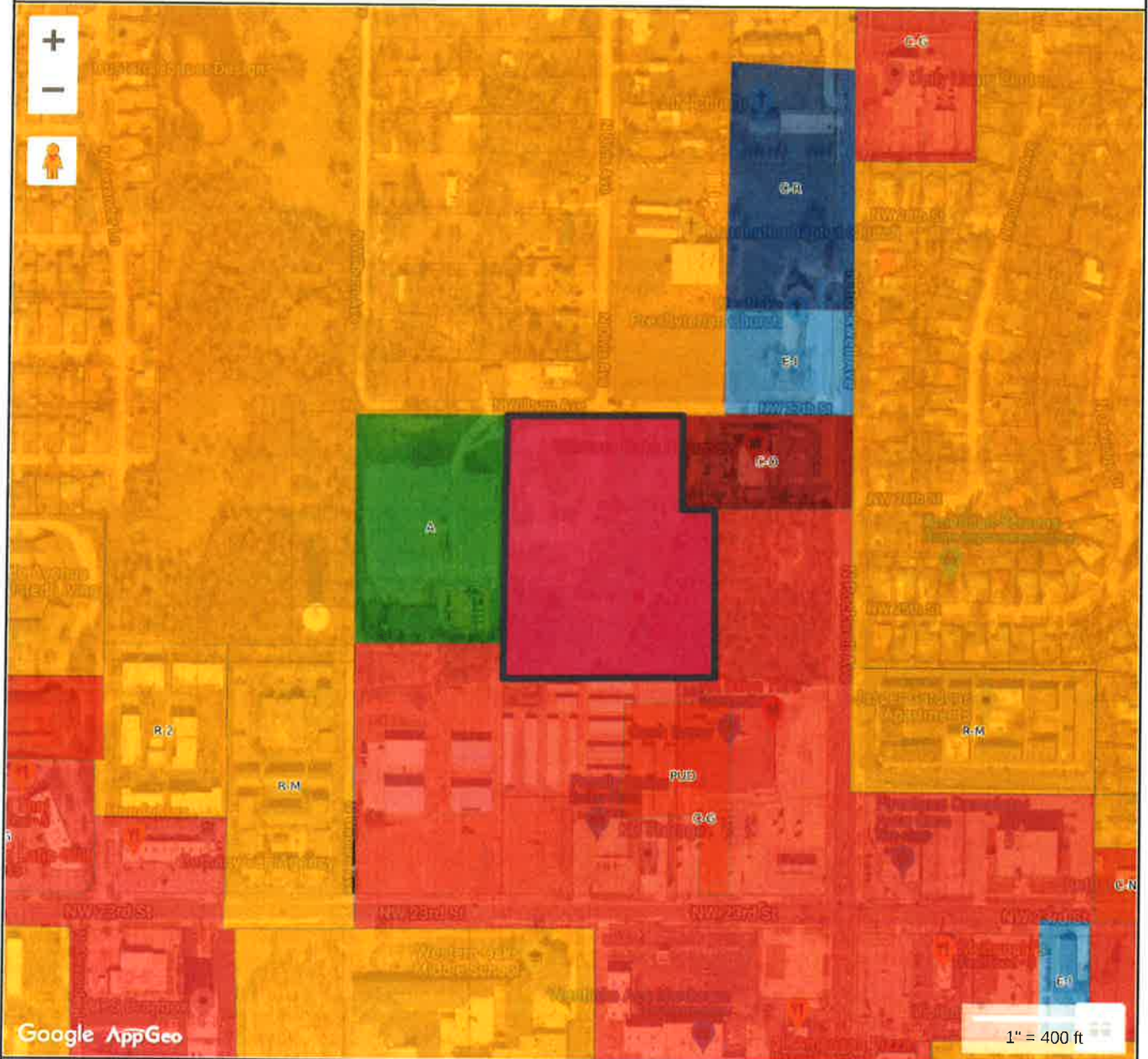
Both the Planning and Zoning Commission and City Council hearings will be held in the Bethany City Hall Council Chamber located at 6700 NW 36th St.

D. Legal Description

Bethany, Oklahoma

January 18, 2024

PC 24-01 Zoning Map



ZONING CODE LEGEND

A	E-I
CBD	HL
C-G	I-R
C-H	PUD
C-S	PRD
C-N	R-1
C-O	R-2
C-R	R-M
	RMO
	RHP

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NOT A LEGAL DOCUMENT

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Print map scale is approximate. Critical layout or measurement activities should not be done using this resource.

A 3.) Legal Description

Tract 3: A part of the SE/4 Sec. 20-T12N-R4W I.M., Oklahoma County, Oklahoma, more particularly described as follows:

COMMENCING at the Southeast corner of said Southeast Quarter (SE/4);

THENCE North 00°03'20" East along the East line of said SE/4 a distance of 620/00 feet;

THENCE South 89°29'48" West a distance of 345.00 feet to the POINT OF BEGINNING;

THENCE continuing South 89°29'48" West a distance of 565.20 feet;

THENCE North 00°06'31" West a distance of 702.90 feet;

THENCE North 89°27'47" East a distance of 462.22 feet;

THENCE South 00°03'20" East a distance of 250.00 feet;

THENCE North 89°27'48" East (North 89°14'40" measured) a distance of 105.00 feet;

THENCE South 00°03'20" West a distance of 454.00 feet (453.65 feet measured) to the POINT OF BEGINNING

Said tract of land has an area of 371,845 square feet or 8.5364 acres, more or less.

NOTICE OF PUBLIC HEARING

On February 15, 2024, at 7:00 p.m. the Bethany Planning and Zoning Commission will during its regular session hold a public hearing at Bethany City Hall at 6700 NW 36th St., Bethany, OK 73008 for the following: Consider a request by Erick Silva of Silva Holdings LLC, applicant, and Mike Bass, property owner, to rezone Tract 3 of 2601 N Rockwell from I-L (Industrial Light) to R-2 (Two-Family Residential).

Following the public hearing the Bethany Planning & Zoning Commission will vote on the request and forward a recommendation to the Bethany City Council, which in turn will hear this case on March 5, 2024, at 6:30 p.m. and a vote to approve or deny the request will be held.

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.

LEGAL DESCRIPTION:

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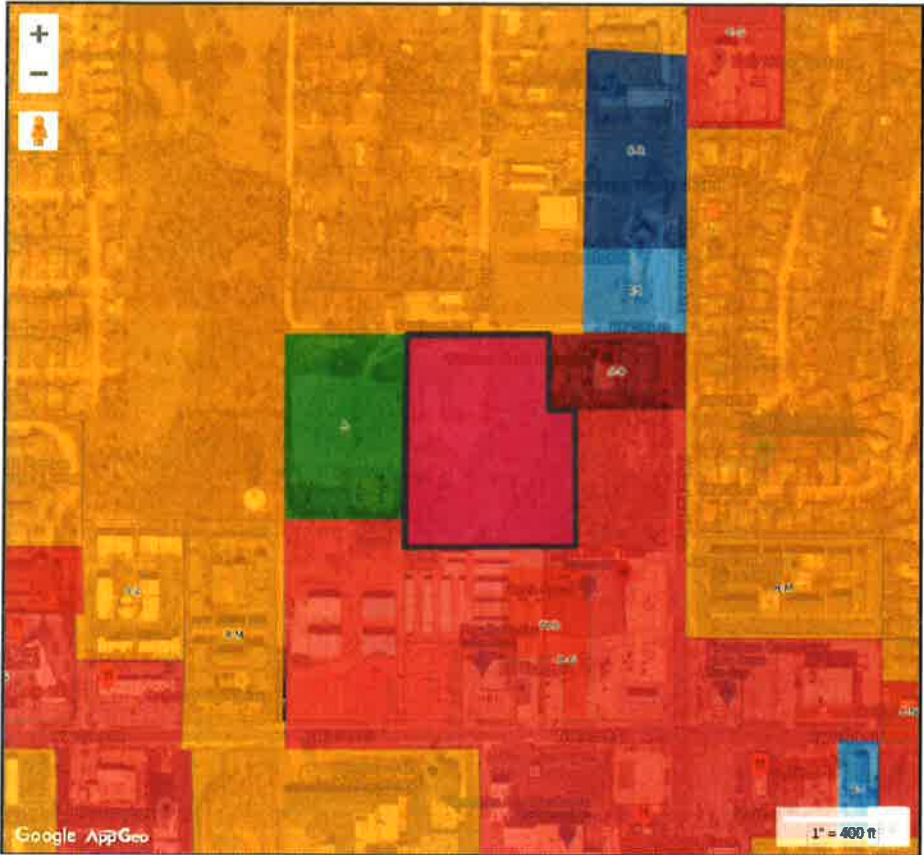
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THENCE South 00°03'20" West a distance of 454.00 feet (453.65 feet measured) to the POINT OF BEGINNING

Said tract of land has an area of 371,845 square feet or 8.5364 acres, more or less.



BETHANY CITY COUNCIL

From: Robert Ray Jones, Jr.
Date: February 29, 2024
Subject: Bethany Warr Acres Public Works Authority agreement with Bethany Public Works Authority

BACKGROUND

This matter was tabled until this meeting because the Council wanted the City Attorney to review the contract and make recommendations. I have reviewed the contract spoke with Jared Richardson, the BWAPWA bond counsel, Kate Burrum, with OWRB and made changes to the contract to protect the interests of the City of Bethany.

The first matter of concern was that there was no mention of the amount of money being requested for the bond indenture. Warr Acres agreed to \$30,000,000.00. If you recall, this amount was consistent with phase I of alternative 1 that was presented by Cowan Engineering. The amended contract encapsulates this amount at section 2.15.

The second matter of concern was which entity was responsible on the note. That entity is BWAPWA. So, the contract has been changed to show this responsibility. The Bethany Public Works Authority, provides revenues collected for the operation of the sewer facilities to the BWAPWA. It has always done so. In order for the BWAPWA to get the OWRB loan, the BPWA was required to pledge the revenues that it delivers to the BWAPWA for operation as a matter of business. This requirement from OWRB is to provide it security in the event the BWAPWA is no longer able to perform its function and is being dissolved, or some other similar major financial event. The BPWA is not being asked to do anything in the contract than the BPWA already does – which is provide the revenues sufficient for the sewer plant to operate.

Another concern was the 66.67% allocation. This is based upon population. The City of Bethany's population is 20,708 according to the 2020 census. Warr Acres population is 10,451 for the same census. The ratio of population has remained consistent since at least 1990. The allocation is important, not only to demonstrate the apportionment of the security discussed above, it is also important to establish the rights of the parties in the event the BWAPWA is dissolved or ceases to serve its function. Thus, if the BWAPWA were to dissolve, the PWA would be entitled to 2/3 of the improvements in a sale or the right of direct operation.

Finally, the contract had many ambiguities regarding the rights and responsibilities of the BWAPWA and the BPWA regarding the sewer plant. Several amendments were made to make these obligations clear to include that the BWAPWA is responsible for the operation and maintenance of the facilities. Included in these obligations is the production of a budget to the City of Bethany annually; as well as reporting to the OWRB, the City of Bethany, and Local Trustee monthly operating reports reflecting the Revenues and Operation and Maintenance Expenses of the System, together with

any changes in the governing body members, pertinent staff, or pertinent rate structure of the Authority.

RECOMMENDATION

1. City attorney recommends approval.

ADDITIONAL COMMENTS

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

RESOLUTION NO. 1688

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”) AUTHORIZING ISSUANCE, SALE AND DELIVERY OF A PROMISSORY NOTE OF THE AUTHORITY TO THE OKLAHOMA WATER RESOURCES BOARD; APPROVING AND AUTHORIZING THE MAYOR TO SIGN ON BEHALF OF THE CITY AN AGREEMENT WITH THE AUTHORITY AND APPROVING ACTION TAKEN BY THE BETHANY PUBLIC WORKS AUTHORITY APPROVING SUCH AGREEMENT, WHICH AGREEMENT WILL SERVE AS A PART OF THE SECURITY FOR A LOAN TO THE AUTHORITY FROM THE OKLAHOMA WATER RESOURCES BOARD FOR THE PURPOSE OF FINANCING CERTAIN WASTEWATER SYSTEM IMPROVEMENTS; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

WHEREAS, The Bethany-Warr Acres Public Works Authority (the “Authority”) did, by its Resolution adopted on February 20, 2024, authorize the issuance, sale and delivery of its Series 2024 Promissory Note to Oklahoma Water Resources Board, in order to finance certain wastewater system improvements, along with related costs and refinance the Authority’s Utility System Revenue Note, Series 2024 dated January 10, 2024, issued in the original principal amount of \$5,000,000.00 (collectively, the “Project”); and

WHEREAS, the City Council of the City of Bethany, Oklahoma (the “City”) hereby determines that the actions taken by the Authority should be authorized and approved; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETHANY, OKLAHOMA:

Section 1. Issuance of Note; Debt Service. That the issuance, sale and delivery of the Authority’s Series 2024 Promissory Note to Oklahoma Water Resources Board in the principal amount of not-to-exceed \$30,000,000.00 (the “2024 Note”), all as approved by said Authority on February 20, 2024, be and hereby is authorized, approved and ratified. The Bethany Public Works Authority (the “BPWA”) and the City are hereby authorized to accept a share of the obligation to pay a portion of the Authority’s debt service estimated to be 66.67% thereof, relating to the Authority’s 2024 Note in the original principal amount of not to exceed \$30,000,000 issued at a net interest cost not to exceed six percent (6.0%) payable to the Board and secured by a pledge of revenue derived from all the Municipal Agreement and other pledged revenue.

Section 2. Approval and Execution of Municipal Agreement. The Municipal Agreement by and among the City, the BPWA and the Authority (the “Municipal Agreement”), is hereby approved and the Mayor or Vice Mayor and City Clerk are hereby authorized to execute same for and on behalf of the City, and to do all other lawful things to carry out the terms and conditions of said Municipal Agreement.

Section 3. Approval. That all actions heretofore taken by the Authority in connection with the issuance, sale and delivery of the 2024 Note, and all other aspects of the transaction, be and are hereby authorized, approved and ratified.

Section 4. Lease. The Lease dated March 17, 1959, as amended by an Amendment to Lease Agreement dated May 20, 2003, both by and between the City and the Authority (collectively, the “Lease”), whereby the City leases its water and sanitary sewer systems to the Authority and whereby the Authority agrees to operate and maintain said systems, is hereby ratified and confirmed and the term of said Lease shall extend until the Authority’s Note is paid.

Section 5. Necessary Action. That the Mayor or Vice Mayor and City Clerk or Deputy City Clerk be and hereby are authorized and empowered to execute and deliver for and on behalf of the City any and all other documents or instruments reasonably necessary to accomplish the issuance, sale and delivery of the 2024 Note and all other aspects of the transaction.

[Remainder of Page Left Blank Intentionally]

PASSED AND APPROVED THIS 20TH DAY OF FEBRUARY, 2024.

CITY OF BETHANY, OKLAHOMA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

CERTIFICATE
OF
CITY COUNCIL ACTION

I, the undersigned, hereby certify that I am the duly qualified and acting City Clerk of the City of Bethany, Oklahoma.

I further certify that the City Council of the City of Bethany, Oklahoma, held a Regular Meeting at 6:30 o'clock p.m., on February 20, 2024, after due notice was given in full compliance with the Oklahoma Open Meeting Act.

I further certify that attached hereto is a full and complete copy of a Resolution that was passed and approved by said City Council; at said meeting as the same appears in the official records of my office and that said Resolution is currently in effect and has not been repealed or amended as of this date.

I further certify that below is listed those councilmembers present and absent at said meeting; those making and seconding the motion that said Resolution be passed and approved; and those voting for and against such motion:

PRESENT:

ABSENT:

MOTION MADE BY:

MOTION SECONDED BY:

AYE:

NAY:

WITNESS MY HAND THIS 20TH DAY OF FEBRUARY, 2024.

CITY OF BETHANY, OKLAHOMA

(SEAL)

City Clerk

OPERATION AND MAINTENANCE AGREEMENT

between

THE BETHANY-WARR ACRES PUBLIC WORKS AUTHORITY,

and

THE BETHANY PUBLIC WORKS AUTHORITY

Dated as of _____ 1, 20____

THIS MAINTENANCE AND OPERATION AGREEMENT, made and entered into as of this first day of _____, 20__, between THE BETHANY PUBLIC WORKS AUTHORITY, an Oklahoma public trust (the “Authority”) with the City of Bethany (the “City”) as its beneficiary, and THE BETHANY-WARR ACRES PUBLIC WORKS AUTHORITY, a public trust duly created and existing under the laws of the State of Oklahoma (the “BWAPWA”) with the City and the City of Warr Acres, Oklahoma as its beneficiaries.

W I T N E S S E T H :

WHEREAS, The BWAPWA was organized under Title 60, Oklahoma Statutes 2021, Sections 176-180.4, with the City of Bethany, Oklahoma and the City of Warr Acres, Oklahoma (collectively, the “Beneficiaries” or “Participating Municipalities”) and the purposes, in part, of which were to provide a sanitary sewer system for the collection and disposal of waste in a manner which will protect the public health and welfare of the Beneficiaries; and

WHEREAS, the BWAPWA has determined to finance certain wastewater system improvements, including upgrades to the wastewater treatment plant (collectively, the “New Project”) to comply with requirements imposed by the Oklahoma Department of Environmental Quality; and

WHEREAS, the Authority acknowledges that it is necessary, in order for the BWAPWA to incur the financing required to make required improvements and upgrades to the wastewater treatment plant to pledge revenues received from the beneficiaries as security for the BWAPWA note; and

WHEREAS, in connection with such financing, the Authority and the BWAPWA are entering into this Operation and Maintenance Agreement (the “Contract”) for the purpose of evidencing the obligations of the respective parties.

NOW, THEREFORE, it is agreed between the Authority and the BWAPWA as follows:

CONTRACTING PARTIES

1. This Contract shall be effective and binding upon the Authority only in the event that The City of Warr Acres, Oklahoma, or its respective utility authority, shall also have similarly contracted with the BWAPWA regarding the New Project. Each Participating Municipality, and their respective utility authorities, assuming obligations under such contracts shall, before this Contract is binding upon the other Participating Municipalities and their utility authorities, secure approval thereof as required by the laws of the State of Oklahoma.

DEFINITIONS

2. Where used in this Contract:

2.1. “Accountant” shall mean an independent certified public accountant or firm of independent certified public accountants of recognized standing qualified to perform the duties required in the Contract.

2.2. “Authority” shall mean The Bethany Public Works Authority, a public trust created and existing pursuant to the provisions of Title 60, Sections 176 of the Oklahoma Statutes.

2.3. “City” shall mean the City of Bethany of the State of Oklahoma.

2.4. “BWAPWA” shall mean the Bethany-Warr Acres Public Works Authority.

2.5. “BWAPWA Note” shall mean the Series 2024 Promissory Note to Oklahoma Water Resources Board in the principal amount of \$_____.

2.6. “Existing Indebtedness” shall mean any existing obligations of the City or Authority payable from the Revenues of the System.

2.7. “Fiscal Year” shall mean the period July 1 through the next following June 30.

2.8. “Government Obligations” shall mean cash or noncallable direct obligations of (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), or noncallable obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

2.9. “Indenture” shall collectively mean the Trust Agreement by and between the BWAPWA and the Local Trustee, as the same be supplemented and amended from time to time, and also including any future bond indenture entered into for the purpose of refunding the BWAPWA Note.

2.10. “Interest Payment Date” shall mean any date on which interest is paid on the OWRB Bonds.

2.11. “Bethany Portion” shall mean 66.67%.

2.12. “Local Trustee” shall mean BOKF, NA, in its capacity as trustee bank pursuant to the terms of the Indenture, and its successors and assigns as trustee bank.

2.13. “Maximum Amount of the Bethany Portion of Debt Service” shall mean 66.67% of the maximum annual debt service on the BWAPWA Note.

2.14. “Net Revenues Available for Debt Service” shall mean the revenues of the System less: (a) debt service on the Existing Indebtedness; and (b) the Operation and Maintenance Expenses of the System (except that (1) interest on any debt payable from the revenues of the System, (2) depreciation and any other items not requiring the expenditure of cash, (3) any amounts expended for capital replacements, repairs and maintenance not recurring annually (or at shorter intervals) or reserves therefor, and (4) reserves for administration, operation and maintenance occurring in the normal course of business, shall not be included as an Operation and Maintenance Expense for purposes of this Section 2.14(b)).

2.15. “New Project” shall mean the financing of certain wastewater system improvements, including improvements to the wastewater treatment plant, along with related costs, in the principal amount not to exceed \$30,000,000.00.

2.16. “Operation and Maintenance Expenses” shall mean the costs of operating and maintaining the System pursuant to generally accepted accounting principles.

2.17. “OWRB” shall mean the Oklahoma Water Resources Board.

2.18. “OWRB Bonds” shall mean the Oklahoma Water Resources Board State Loan Program Revenue Bonds, Series 2024B.

2.19. “OWRB Loan” shall mean the loan made by the Oklahoma Water Resources Board to the BWAPWA pursuant to the terms of a Loan Agreement dated as of _____ 1, 2024, and secured by the BWAPWA Note.

2.20. “Participating Municipalities” shall mean the cities of Bethany and Warr Acres.

2.21. [Left Blank Intentionally].

2.22. “Revenues” shall mean: (i) all rates, fees, rentals, other charges, income and monies properly allocable to the System in accordance with generally accepted accounting principles resulting from the ownership and/or operation of the System, excluding customer deposits and any other deposits subject to refund until such deposits have become the property of the Authority, (ii) the proceeds of any insurance covering business interruption loss relating to the System, and (iii) any other monies from other sources used by the Authority for the payments. Such Revenues derived from the System shall, unless precluded by restrictions relating to Existing Indebtedness of the Authority be used for payments under Article 4 hereof.

2.23. “System” shall mean the sanitary sewer systems now or hereafter owned, maintained or operated by the BWAPWA.

2.24. “Trustee” shall mean BOKF, NA, Oklahoma City, Oklahoma, in its capacity as Trustee of the OWRB Bonds, and its successors and assigns as trustee.

PLEDGE OF CONTRACT

3. The payment obligations under this Contract may be pledged by the BWAPWA to the OWRB and the Local Trustee as additional security for the BWAPWA Note.

COVENANTS

4. The BWAPWA, for and in consideration of the issuance of the OWRB Bonds by the OWRB and the making of the loan to the BWAPWA for the purpose of acquiring financing the New Project hereby covenants and agrees to make monthly payments to the Local Trustee to satisfy the total due on the BWAPWA’s Note issued under the Indenture, including principal and interest requirements for the OWRB Bonds (as set forth on Exhibit “A” attached hereto), default

or delay payments, Trustee expenses consisting of the fees and expenses to be paid directly to the Trustee upon demand commencing upon the closing on the Loan and continuing until the principal of and interest on the BWAPWA Note and the reasonable fees and charges of the Trustee for necessary extraordinary services rendered by it and extraordinary expenses incurred by it when the same become due, provided that the Authority and may, without creating a default hereunder, contest in good faith the necessity for any such extraordinary services and expenses and the reasonableness of any such fees, charges or expenses. The referenced monthly payments shall be due not later than the 10th day of the preceding month.

5. The Authority hereby covenants to the BWAPWA and OWRB to maintain in each Fiscal Year a schedule or schedules of rates, fees, and charges for the services of its System sufficient to provide funds which will provide annual Net Revenues Available for Debt Service equal to at least 140% of the annual Maximum Amount of the Bethany Portion of Debt Service for such Fiscal Year. The Authority covenants to bill and collect service rates, fees, and charges of all customers of the Facilities and Systems of the City of Bethany sufficient to equal the Bethany Portion of the fees established by BWAPWA to satisfy its obligation on BWAPWA's Note so that the BWAPWA may fulfill its obligations under paragraph 4.

CITY AND AUTHORITY FACILITIES; ISSUANCE OF BONDS

6. (A) It is acknowledged by the BWAPWA and all assignees hereof that the City and the Authority may require additional System facilities, which facilities are referred to herein as "City Facilities." Either the City or the Authority must pay for the same and finance the acquisition of such City Facilities. Nothing in this Contract shall be deemed to operate in any manner to prevent the City or the Authority from providing additional City Facilities, and the right and power of the City and the Authority to do so is hereby recognized and affirmed.

(B) Nothing in this Contract shall be construed to deny:

(1) The right of the City or the Authority to construct, lease, purchase, or otherwise acquire additional necessary City Facilities, or the right of the City or the Authority to issue bonds or other evidence of indebtedness to finance the acquisition of such City Facilities;

(2) The right of the City or the Authority to operate and maintain such additional City Facilities; or

(3) The right of the City or the Authority to impose rates, fees and charges in their discretion and in addition to those charges and assessments required to meet the requirements of the City and the Authority to the BWAPWA under this Contract.

TERM OF CONTRACT - RENEWALS

7. (A) The benefits and obligations of this Contract shall be effective for a term of approximately thirty (30) years from and after _____ 1, 20__, to _____ 1, 20__, or such date thereafter as all obligations hereunder have been paid, and during each period of renewal as hereinafter set forth.

(B) The Authority shall have the right to renew this Contract for additional thirty (30) year terms upon notice to the BWAPWA of its decision to renew the same, given in writing not less than ninety (90) days prior to the expiration of the then current contract term. Following the payment or defeasance by the Authority of all amounts due to the BWAPWA under Article 4 hereof, the Authority shall remain obligated to pay to the BWAPWA all other amounts due to the BWAPWA.

(C) Until all amounts due to the BWAPWA by the Authority pursuant to Article 4 hereof shall have been paid, the amount annually paid by the Authority shall be for acquisition of the Bethany Portion of the New Project; but upon completion of payment of all amounts due under Article 4 of this Contract, the Authority and the City shall have and possess a permanent undivided (and indivisible) right to the Bethany Portion of the New Project.

ADDITIONAL REQUIREMENTS

8. (A) The BWAPWA will operate and maintain the System in good condition, or will cause the System to be operated and maintained in good condition;

(B) The System shall not be sold, leased, or otherwise disposed of except as a whole, or substantially as a whole, and only if the net proceeds to be realized shall be at least sufficient to fully pay the Bethany Portion of the BWAPWA Note;

(C) The BWAPWA will carry, cause to be carried or in lieu thereof provide self-insurance for liability, workers compensation, fire, casualty and extended coverage, and other insurance covering the Facility as shall be reasonably acceptable to the OWRB;

(D) The BWAPWA will not render any free services of the Facilities, if any, except to the Participating Municipalities;

(E) The Authority shall, to the full extent permitted by law, discontinue and shut off or cause to be discontinued and shut off, the services and facilities of the System to all delinquent users of such System services and will not restore or cause to be restored such services until all delinquent charges for such services have been fully paid;

(F) The Authority will not grant any franchise to provide any services which would compete with the Facilities;

(G) The BWAPWA shall annually adopt a detailed budget of the estimated expenditures for operation and maintenance of the System during the succeeding fiscal year and provide the Participating Municipalities the same;

(H) To the extent authorized by the laws of the State, prospective users of the System shall be required to connect thereto;

(I) The Authority shall at all times comply with the provisions of the Tax Compliance Certificate attached hereto as Exhibit "B".

PREPAYMENT

9. (A) The principal installments described in Article 4 hereof, and shown on Exhibit "A" as maturing on or after _____ 1, 20__, may be prepaid by the BWAPWA prior to maturity, at the option of the BWAPWA , on at least 90-days-notice, on or after _____ 1, 20__, either in whole or in part on any date at a price of par.

(B) The BWAPWA shall give written notice to the Trustee, the the Participating Municipalities, the Local Trustee, and the OWRB of its intention to prepay one or more principal installments pursuant to this Article 9, not less than 90 days prior to the Interest Payment Date fixed for prepayment. If less than all the principal installments described in Article 4 are to be prepaid, the notice shall indicate the amount to be prepaid. All prepayments to be made by the BWAPWA shall be received by the Trustee at least thirty days prior to the date fixed for prepayment.

DEFEASANCE

10. (A) If the BWAPWA shall pay, or cause to be paid or there shall otherwise be paid, to the BWAPWA all principal installments described in Article 4, and any prepayment penalty, if applicable, with interest due or to become due thereon, at the times and in the manner stipulated herein, and all other amounts owing hereunder are paid, along with all other covenants, agreements and obligations of the Authority under Article 4 hereof, shall thereupon cease, terminate and become void and be discharged and satisfied; provided, however, that such payment shall not terminate the Authority's other obligations, privileges or rights provided hereunder.

(B) If monies and/or Government Obligations, the principal of and interest on which when due will provide monies which shall be sufficient to timely pay when due, or prepay on any allowed Interest Payment Date:

- (1) the unpaid principal installments described in Article 4 hereof;
- (2) all prepayment penalties due thereon, if any; and
- (3) all interest due thereon at the scheduled maturity or the Interest Payment Date fixed for the prepayment thereof, as the case may be;

shall have been deposited by the Authority with the Local Trustee, then, the principal and interest installments described in Article 4 hereof, shall be deemed to have been paid within the meaning and with the effect expressed in paragraph a hereof; provided, however, that as to any principal installments which are to be deemed paid prior to their scheduled payment date, the Authority shall have given to the BWAPWA, the OWRB, the Local Trustee, and the Trustee in form satisfactory to the Local Trustee, notice of the prepayment of such principal installments.

OTHER AGREEMENTS OF THE AUTHORITY AND CITY

11. (A) The Authority and the City hereby acknowledge to the BWAPWA and by reason of assignment the OWRB its understanding that certain provisions of this Contract will vest in the BWAPWA and OWRB certain powers, rights and privileges in the event of default by the

Authority of any of its obligations or responsibilities under the terms and conditions hereof and the Authority hereby covenants and agrees that it shall take no action of any nature whatsoever calculated to inhibit, nullify, void or delay such actions of the Trustee, the Local Trustee, the BWAPWA or the OWRB in the due and prompt implementation of this Contract.

(B) The BWAPWA hereby covenants and agrees to comply with all applicable laws, rules and regulations promulgated by the OWRB or other federal, state or local agencies in regard to the construction, operation, maintenance or use of the Facilities.

(C) The Authority hereby represents, covenants and acknowledges that all action required on its part to have been taken or performed prior to or requisite for its execution of this Contract, specifically including the passage and adoption of resolutions approving the same and waiving competitive bidding for the sale hereof, if required, have happened, occurred and been performed, according to law and that this Contract is the valid, legal and enforceable obligation of the Authority in accordance with their respective terms; provided, however, it is understood and agreed that under Oklahoma Law, the City may not become fiscally obligated beyond its fiscal year (July 1 through June 30) and the City has no legal obligation or promise under this Contract in future years, and therefore the covenants made herein by the City shall be on a year-to-year basis to be renewed by the annual renewal hereof for additional one year periods on July 1 of each year until such time as all amounts payable hereunder have been paid.

(D) The Authority hereby warrants and represents that all information provided to the OWRB in this Contract at the time provided, and is now true, correct and complete, and such information does not omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

MAINTENANCE AND OPERATION

12. (A) The BWAPWA agrees that it will at all times provide, or cause to be provided, the operation and maintenance of the System to comply with the policies and standards established by the OWRB and other state and federal regulatory agencies, including specifically, the federal Environmental Protection Agency. The Authority agrees that qualified operating personnel will be retained to operate the System during the entire term of this Contract.

(B) The BWAPWA shall keep, or shall cause to be kept, proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the System or any part thereof, and which, together with all other books and papers of the Authority, shall at all reasonable times be subject to the inspection of the Local Trustee and the OWRB. The Authority agrees that each of its officers, employees, agents or other representatives who handle funds of the Authority shall be covered by a fidelity bond in an amount acceptable to the OWRB, and further agrees to furnish to the OWRB appropriate proof of such fidelity bond coverage. The Authority shall cause its books and records and accounts to be audited commencing within 30 days of the close of each fiscal year, or as soon as physically available and approved, by an Accountant acceptable to the OWRB and, within 150 days after the end of each fiscal year furnish copies of the reports of such audits so made to the OWRB, the BWAPWA, and the Local Trustee including statements in reasonable detail, certified by said Accountant as to the financial condition of the Authority and detailing the Revenues. The

audit shall show the Operation and Maintenance Expenses and the fees, rates and charges and Revenues collected. The BWAPWA shall also provide the OWRB, the Participating Municipalities, and the Local Trustee with monthly operating reports reflecting the Revenues and Operation and Maintenance Expenses of the System, together with any changes in the governing body members, pertinent staff, or pertinent rate structure of the Authority, by the 15th day of the succeeding month. Such monthly reports need not be prepared by an Accountant but may be prepared by the staff of the BWAPWA.

EVENTS OF DEFAULT; REMEDIES

13. (A) Failure to pay any amount due hereunder when due shall constitute an “Event of Default” hereunder.

(B) Failure to comply with the agreements and covenants set forth in the Tax Compliance Certificate executed and delivered by the Authority described in Article 14 hereof, which failure adversely affects the exclusion of the interest on the OWRB Bonds from Federal income taxation under the Internal Revenue Code of 1986, as amended (the “Code”).

(C) Upon the occurrence of an Event of Default, the BWAPWA and the Authority shall have all the rights and remedies at law or equity as may be allowed by law, including but not limited to, suit for specific performance of any or all of the covenants contained herein.

TAX AGREEMENTS AND COVENANTS

14. To satisfy a condition precedent to obtaining the OWRB Loan, the BWAPWA will execute and deliver certain tax documents to the OWRB on the issue date of the OWRB Bonds which set forth certain agreements and covenants the BWAPWA will comply with in order to establish and maintain the exclusion of the interest on the OWRB Bonds from Federal income taxation under the Code. Such agreements and covenants of the BWAPWA will be made in reliance on the agreements and covenants to comply with applicable requirements of the Code set forth in the Tax Compliance Certificate to be executed and delivered by each of the Participating Municipalities. The Authority agrees to execute and deliver to the BWAPWA the Tax Compliance Certificate substantially in the form attached hereto as Exhibit “B”, with such changes as the BWAPWA, the Authority may reasonably agree.

SEVERABILITY; GOVERNING LAW

15. (A) If any one or more of the covenants or agreements provided herein on the part of the Authority to be performed should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of the Indenture.

(B) This Contract shall be governed exclusively by the applicable laws of the State of Oklahoma.

[Remainder of Page Left Blank Intentionally]

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this Contract to be duly executed in multiple, each of which shall constitute one and the same contract, all as of the day and year first above written.

THE BETHANY-WARR ACRES PUBLIC
WORKS AUTHORITY

(SEAL)

ATTEST:

By: _____
Chairman

Secretary

THE BETHANY PUBLIC WORKS AUTHORITY

(SEAL)

ATTEST:

By: _____
Chairman

Secretary

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this ___ day of _____, 2024,
by _____, Chairman of the The Bethany-Warr Acres Public Works Authority.

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

(SEAL)

Notary Public

My Commission Expires _____.
Commission No. _____.

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this ___ day of _____, 2024,
by _____, as Chairman of The Bethany Public Works Authority.

(SEAL)

Notary Public

My Commission Expires _____.
Commission No. _____.

EXHIBIT "A"

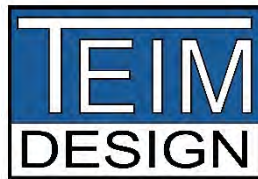
REPAYMENT REQUIREMENTS (BETHANY PORTION)

EXHIBIT "B"

TAX COMPLIANCE CERTIFICATE

THE CITY OF BETHANY
PROPOSED
CAPITAL IMPROVEMENT PLAN

Prepared by:



TEIM Design, PLLC.
3020 NW 149th Street
Oklahoma City, OK 73134
405-752-1122

Steve Manek, P.E.

MARCH 2024

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CITY OF BETHANY CAPITAL IMPROVEMENT PLAN

INTRODUCTION

The Capital Improvement Plan (CIP) represents the multi-year scheduling of public infrastructure improvements such as water, wastewater, streets, sidewalks, and drainage. The City of Bethany currently has a Capital Improvement Plan consisting of numerous projects funded by different sources for the fiscal year 2023 - 2024 as identified in sections A, B, C, D, and E. Additional improvement projects have been identified and prioritized citywide and are included in sections F, G, H, and I.

The CIP also acts as a public information document to advise residents and property owners on significant capital needs in the City of Bethany. With growing demands for project expenditures and a limited amount of revenues available, it has become increasingly difficult to predict the availability of future funding for capital projects. **The CIP is a flexible plan that can be altered as conditions, funding, priorities, and regulations change.** Projects contained in the CIP are the recommendation of the engineer based on review and assessment of current data and conditions.

Specific tasks for fiscal year 2023-2024 that are identified in the plan include:

- Section A details current street projects.
- Section B details current park projects.
- Section C details current public safety projects.
- Section D details current water projects.
- Section E details current sanitary sewer projects.

Also included in the CIP is the 5-year Capital Improvement Program for identified equipment needs for City departments in section K.

A. STREET AND SIDEWALK PROJECTS (2023-2024)

A.1 NW 23rd Street / Rockwell

Engineering, designing, and constructing traffic signalization and pedestrian crosswalk improvements at the intersection. This project includes upgraded traffic signal detection and new ADA compliant pedestrian ramps. The budget for the project is \$450,000 and is funded by the 2022 G.O. Bond Proposition 1-A.

A.2 NW 36th Street / Rockwell

Engineering, designing, and constructing traffic signalization and pedestrian crosswalk improvements at the intersection. This project includes upgraded traffic signal detection and new ADA compliant pedestrian ramps. The budget for the project is \$450,000 and is funded by the 2022 G.O. Bond Proposition 1-B.

A.3 NW 36th Street / Council

Engineering, designing, and constructing traffic signalization and pedestrian crosswalk improvements at the intersection. This project includes upgraded traffic signal detection and new ADA compliant pedestrian ramps. The budget for the project is \$450,000 and is funded by the 2022 G.O. Bond Proposition 1-C.

- A.4 Peniel – 39th Expressway to 42nd Street
Reconstructing Pavement throughout the project extents to include curbs and ADA compliant sidewalk ramps. The budget for this project is \$520,000 and is funded by the 2022 G.O. Bond Proposition 1-D.
- A.5 NW 30th – Rockwell to Peniel
Reconstructing pavement throughout the project extents, as well as curb and drive approaches if required. The budget for this project is \$1,300,000 and is funded by the 2022 G.O. Bond Proposition 1-E.
- A.6 Mueller – NW 44th Street to NW 50th Street
Reconstructing pavement throughout the project extents, as well as curb and drive approaches if required. The budget for this project is \$850,000 and is funded by the 2022 G.O. Bond Proposition 1-F.
- A.7 Divis – NW 36th to NW 39th Expressway
Reconstructing pavement throughout the project extents, as well as curb and drive approaches if required. The budget for this project is \$550,000 and is funded by the 2022 G.O. Bond Proposition 1-G.
- A.8 Peniel Ave. from NW 25th to NW 30th
Reconstructing pavement throughout the project extents, as well as curbs, drive approaches and drainage related improvements if required. The budget for this project is \$425,000 and is funded by the 2022 G.O. Bond Proposition 1-H.
- A.9 NW 23rd and Rockwell
This project includes the removal and replacement of the asphalt surface of NW 23rd, 400 feet east and west of Rockwell. It also includes the removal and replacement of the asphalt surface of Rockwell Avenue approximately 400 feet south and 1000 feet north of NW 23rd. This \$609,161 project is funded by the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA), which is administered by the Association of Central Oklahoma Governments (ACOG) and the construction programmed by the Oklahoma Department of Transportation (ODOT).
- A.10 SH-66 – Pedestrian Improvements from N. Asbury Ave. to N. Donald Ave.
New decorative traffic signal poles and improved ADA compliant pedestrian ramps will increase access and safety at the intersections of SH-66 and N. Asbury, N. College and N. Peniel. The latest technology for traffic controllers and detection along with flashing yellow for protected and permissive left turns will improve traffic signal operation. On street parking on the north side of SH-66 will be removed to improve safety as well. This \$2,266,000 project is being funded by \$507,401 of Bethany and Southern Nazarene University combined funds, and the remaining \$1,760,000 by the Oklahoma Department of Transportation.

B. PARK PROJECTS (2023-2024)

B.1 Eldon Lyon Park

Repair, improve, remodel, equip, renovate, acquire, and improve playground equipment and exercise stations, multipurpose shelters, and constructing or remodeling restroom facilities. The budget for this project is \$265,750 and is funded by the 2022 G.O. Bond Proposition 2-A.

B.2 Ripper Park

Acquiring and improving playground equipment and constructing or remodeling restroom facilities. The budget for this project is \$189,100 and is funded by the 2022 G.O. Bond Proposition 2-B.

B.3 Henry Garrison Park

Acquiring and improving playground equipment, constructing a multipurpose pavilion, and constructing or remodeling restroom facilities. The budget for this project is \$127,500 and is funded by the 2022 G.O. Bond Proposition 2-C.

B.4 Macrory Park

Acquiring and improving playground equipment and constructing or remodeling restroom facilities. The budget for this project is \$92,400 and is funded by the 2022 G.O. Bond Proposition 2-D.

B.5 Ron Clark Park

Acquiring and improving playground and equipping dog park facilities. The budget for this project is \$111,750 and is funded by the 2022 G.O. Bond Proposition 2-E.

B.6 Cecil Mendenall Park

Improving but not limited to constructing restroom facilities. The budget for this project is \$74,500 and is funded by the 2022 G.O. Bond Proposition 2-F, and 2016 Bond Funds.

C. PUBLIC SAFETY PROJECTS (2023-2024)

C.1 Fire Station

Enlarging, remodeling, renovating, equipping, and furnishing, but not limited to remodel, renovation, parking lot, sidewalks, architectural and engineering. The budget for this project is \$1,020,000 and is funded by the 2022 G.O. Bond Proposition 3-A.

C.2 Police Headquarters

Enlarging, remodeling, renovating, equipping, and furnishing, but not limited to repairing and replacing the existing roof and enlarging, renovating, and equipping the evidence room. The budget for this project is \$1,020,000 and is funded by the 2022 G.O. Bond Proposition 3-B.

C.3 Animal Welfare

Repairing, renovating, equipping, and furnishing the existing animal shelter facility. The budget for this project is \$210,000 and is funded by the 2022 G.O. Bond Proposition 3-C.

D. WATER PROJECTS (2023-2024)

D.1 Water Meter Automation Project

This project is designed to replace aging manually read mechanical meters and services lines with new automated meters. The budget for this project is a \$1.5 million local matching grant with American Rescue Plan Act (ARPA) funds for a total of \$3.0 million.

D.2 Water Meter Automation Project

The City of Bethany was provided \$250,000 in ARPA funds that were designated to Oklahoma County. These funds will be used to replace aging manually read mechanical meters and service lines with new automated meters throughout the City.

D.3 Well and Wellfield Improvements

The City currently utilizes a network of shallow groundwater wells for its water supply which produces approximately 3.01 million gallons per day (MGD). Redrilling 5 wells should increase water production by 1.1 MGD and rehabilitating 8 additional wells will add another 0.3 MGD. Wellfield transmission lines will be replaced to transport increased production to the water treatment plant. The project budget is \$4.6 million and is funded by an ARPA grant.

D.4 CDBG Waterline Replacement

The waterline on Holloway was a 2" line in need of replacement. The line was replaced with a new 6" line to increase water availability for consumption and fire protection. Approximately 1275 linear feet of line was included at a total cost of \$387,355.15. This project was 50% funded by a Community Development Block Grant from the Oklahoma Department of Commerce, and 50% by Bethany funds.

E. SANITARY SEWER PROJECTS (2023-2024)

E.1 Sanitary Sewer Replacement

The sanitary sewer system along Peniel consists of two lift stations, one near NW 31st and the other near NW 25th, as well as force main and gravity sewer lines. The lift station near NW 31st will be upgraded, the force main replaced for both lift stations, and sections of the gravity sewer main will be rehabilitated as part of a \$3,372,692 ARPA grant.

CITY OF BETHANY CAPITAL IMPROVEMENT PLAN

INTRODUCTION

The Capital Improvement Plan for Bethany has identified projects for streets and sidewalks, water, wastewater, and drainage as shown in sections F, G, H, and I. **These projects can be altered as conditions, funding, priorities, and regulations change.** Projects contained in the CIP are the recommendation of the engineer based on review and assessment of current data and conditions.

Specific tasks that are included in the plan include:

- Section F details proposed street and sidewalk projects.
- Section G details proposed water system projects.
- Section H details proposed sanitary sewer projects.
- Section I details proposed drainage system projects.

F. STREET AND SIDEWALK PROJECTS

Street improvements have been organized in Figure 1 to provide a plan to address streets in need of repair, as well as possible sidewalk grant applications. This list was compiled from previously identified areas that were not able to be included in the past G.O. Bond Program, and through condition inspections with Bethany Staff. Possible funding sources for these projects could include local funds, as well as Association of Central Oklahoma Governments (ACOG), Surface Transportation Block Grant- Urbanized Area (STBG-UZA) or Transportation Alternatives Program (TAP) if eligible. The City currently has allocated funding of approximately \$670,000 in 2024 for streets, sidewalks, and drainage and approximately \$250,000 anticipated each year thereafter.

PRIORITY	LOCATION	WARD	ESTIMATED COSTS
1	NW 42 ND (N DIVIS TO N. ROCKWELL)	3	\$400,000.00
2	N. HOLLOWAY (NW 36 TH TO NW 32 ND)	4	\$610,000.00
3	NW 32 ND (PENIEL TO MACARTHUR)	1	\$350,000.00
4	TAP SIDEWALK (36 TH ST. / GAP CONNECTIONS)	3	\$450,000.00
5	NW 38 TH (N. REDMOND TO N. HAMMOND)	2	\$330,000.00
6	NW 30 TH (PENIEL TO HAMMOND)	1	\$450,000.00
7	TAP SIDEWALK ROCKWELL (36 TH TO 23 RD)	4	\$300,000.00
8	N. REDMOND (NW 39 TH TO NW 50 TH)	2	\$500,000.00
9	DOWNING AVE. (NW 23 RD TO NW 24 TH)	3	\$150,000.00
10	NW 33 RD STREET (N. WILBURN TO N. ROCKWELL)	4	\$440,000.00
11	NW 32 ND (PENIEL TO MACARTHUR)	1	\$550,000.00
12	NW 24 TH (N. DOWNING AVE. TO N. EAGLE LANE)	3	\$75,000.00
13	N. REDMOND (NW 39 TH TO NW 50 TH)	2	\$500,000.00
14	N. DIVIS (NW 39 TH TO NW 42 ND)	3	\$230,000.00
15	N. REDMOND (NW 39 TH TO NW 50 TH)	2	\$500,000.00
16	TBD (RESURFACE / RECONSTRUCT)	TBD	\$500,000.00
17	TBD (RESURFACE / RECONSTRUCT)	TBD	\$500,000.00
18	TBD (RESURFACE / RECONSTRUCT)	TBD	\$500,000.00
TOTAL			\$7,335,000.00

Figure 1 – Street / Sidewalk Projects
Estimated cost shown as of March 2024

G. WATER SYSTEM IMPROVEMENT PROJECTS

Water system improvements are shown in Figure 2. These improvements were identified in the 2023 Water System Report. Funding for these projects could include local finds, Oklahoma Water Resources Board (OWRB), US Bureau of Reclamation and Community Development Block Grants (CDBG), if eligible. **Estimated cost shown as of March 2024**

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

Figure 2 - Water System Improvement Projects
Estimated cost shown as of March 2024

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

H. SANITARY SEWER PROJECTS

Wastewater system improvements have been identified and are shown in Figure 3. The highest priority and most costly is the BWA PWA Bluff Creek Wastewater Treatment Plant. The remaining projects are sewer main rehabilitation projects and a lift station identified in conjunction with city staff as high maintenance areas. Funding for these projects could include local funds, Oklahoma Water Resources Board (OWRB) loans and Community Development Block Grants (CDBG), if eligible.

PRIORITY	PROJECT NAME	PROJECT LIMITS	ESTIMATED COSTS
1	BWA PWA	BLUFF CREEK WASTEWATER TREATMENT PLANT	\$20,000,000
2	LIFT STATION	NW 25 TH AND SHANNON LIFT STATION GRANT APPLICATION	\$ 750,000
3	PRIORITY AREA 1A	N. PENIEL FROM NW 32 ND TO NW 36 TH	\$ 815,063
4	PRIORITY AREA 1B	N. PENIEL FROM NW 36 TH TO NW 40 TH	\$ 1,218,830
5	PRIORITY AREA 1C	N PENIEL FROM NW 40 TH TO NW 50 TH	\$ 1,541,253
6	PRIORITY AREA 1D	N PENIEL FROM NW 50 TH TO CITY LIMITS	\$ 1,465,215
7	PRIORITY AREA 2A	BEAVER FROM SOUTH OF NW 39 TH STREET TO NW 41 ST AND FROM BEAVER TO ROCKWELL	\$ 900,209
8	PRIORITY AREA 2B	SOUTH OF NW 41 ST FROM BEAVER TO MUELLER, AND NORTH FROM MUELLER TO NW 41 ST	\$ 508,427
9	PRIORITY AREA 2C	BETWEEN NW 41 ST AND NW 42 ND FROM BEAVER TO MUELLER AND A PORTION OF NW 42 ND	\$ 496,214
10	PRIORITY AREA 3A	NW 35 TH BETWEEN HOLLOWAY AND MUELLER	\$ 934,571
11	PRIORITY AREA 3B	ROCKWELL AND NW 32 ND AND NW 33 RD FROM COLLEGE TO PENIEL	\$ 538,097
12	PRIORITY AREA 3C	NW 35 TH BETWEEN MUELLER AND COLLEGE	\$ 643,045
13	PRIORITY AREA 3D	AREA BETWEEN COLLEGE AND MUELLER; BETWEEN NW 34 TH AND NW 32 ND	\$ 500,000
14	PRIORITY AREA 3E	AREA BETWEEN HOLLOWAY AND MUELLER; AND BETWEEN NW 34 TH AND NW 32 ND	\$ 500,000
15	PRIORITY AREA 4A	HAMMOND FROM NW 31 ST TO NW 32 ND	\$ 345,000
16	PRIORITY AREA 4B	HAMMOND FROM NW 30 TH TO NW 31 ST	\$ 465,000
17	PRIORITY AREA 4C	NW 31 ST TERR. FROM PENIEL TO HAMMOND	\$ 470,000
18	PRIORITY AREA 4D	NW 31 ST ST FROM WHEELER CIRCLE TO NW 31 ST TERR.	\$ 465,000
19	PRIORITY AREA 4E	NW 50 TH FROM PENIEL TO HAMMOND	\$ 430,000
20	PRIORITY AREA 5A	NW 52 ND BETWEEN MUELLER & CENTRAL	\$ 305,000
21	PRIORITY AREA 5B	NW 53 RD BETWEEN BEAVER & CENTRAL	\$ 340,000
22	PRIORITY AREA 5C	NW 53 RD BETWEEN ROCKWELL & MUELLER	\$ 590,000
	PRIORITY AREA 5D	ROCKWELL FROM NW 50 TH TO NW 54 TH	
23	PRIORITY AREA 5E	NW 50 TH FROM ROCKWELL TO MUELLER & N BETWEEN N BEAVER & WILLOW	\$ 370,000
			\$ 34,590,924

Figure 3 – Sanitary Sewer Projects
Estimated cost shown as of March 2024

I. DRAINAGE PROJECTS

The storm sewer system in the City is comprised of pipes that are different sizes and material types, such as corrugated metal (CMP) and reinforced concrete (RCP). The list shown in Figure 4 prioritizes pipes consisting mostly of corrugated metal currently located under pavement at or near major section line roads. The section line roads are the major arterials that carry high traffic volumes, and larger vehicles. Corrugated metal pipes can leak or fail due to displaced joints or rusted bottoms. In the event the storm sewer pipe fails under these streets, it can create greater safety concerns for the traveling public. Additional drainage analysis could shift priorities.

The citizens of Bethany passed a General Obligation Bond in August of 2022 which included funding for drainage improvements which could be used for these projects.

CITY OF BETHANY STORM SEWER CIP CONCEPTUAL PROJECTS					
PRIORITY	NS ROAD LOCATION	EW ROAD LOCATION	PIPE LENGTH (FT)	SIZE OF PIPE (IN)	TOTAL PROJECT COST OPINION
1	N ROCKWELL AVE	NW 16 TH ST	210	78	\$ 585,816
2	N BRYAN AVE	NW 36 TH ST	220	4-57 X 38	\$ 585,778
3	N COLLEGE AVE	NW 50 TH ST	95	54	\$ 322,860
4	N COLLEGE AVE	NW 23 RD ST	180	45 X 50 (48)	\$ 471,157
5	N COUNCIL RD	NW 28 TH ST	30	42	\$ 104,486
6	N PENIEL AVE	NW 42 ND ST	185	2-18	\$ 312,036
7	N ASBURY AVE	NW 36 TH ST	950	33	\$1,449,051
8	N ROCKWELL AVE	NW 46 TH ST	30	12	\$ 97,145
9	N ROCKWELL AVE	NW 23 RD ST	200	72	\$ 585,255
10	N ROCKWELL AVE	NW 30 TH ST	35	72	\$ 161,430
11	N ROCKWELL AVE	NW 31 ST ST	160	66	\$ 615,813
12	N ROCKWELL AVE	NW 36 TH ST	50	42	\$ 195,150

TOTAL COST OPINION
\$ 5,485,977

Figure 4 – Drainage Projects
Estimated cost shown as of March 2024

J. CAPITAL IMPROVEMENT PROGRAM - EQUIPMENT SCHEDULE (2024-2028)

City departments have identified equipment needs for the fiscal years 2024 to 2028. These departments include fleet maintenance, parks, sanitation, and streets. Figures 5 through 9 include the specific department, equipment, and budgeted cost.

NO.	PROJECT	2023-2024	24-25	25-26	26-27	27-28	FUND	JUSTIFICATION
1	½ TON PICK UP	\$15,000.00					010-508.4-402	NEED FLEET MAIN. TRUCK
2	PAD LIFT	\$1,600.00					010-508.4-403	REPLACE THE USE OF FLOOR JACKS COST SPLIT 010 & 056
3	20 TON AXLE JACK	\$1,250.00					010-508.4-403	NEED ADDITIONAL UNIT. COST SPLIT
4	MIG WELDER	\$1,000.00					010-508.4-403	NEED LIGHT DUTY WELDER. COST SPLIT
5	1" CORDLESS AIRLESS IMPACT GUN	\$750.00					010-508.4-403	MOBILITY. COST SPLIT 010 & 056

Figure 5 – Fleet Maintenance Dept. 010-508.4

NO.	PROJECT	2023-2024	24-25	25-26	26-27	27-28	FUND	JUSTIFICATION
1	½ TON PICK UP	\$15,000.00					010-508.4-402	NEED FLEET MAIN. TRUCK
2	PAD LIFT	\$1,600.00					010-508.4-403	REPLACE THE USE OF FLOOR JACKS COST SPLIT 010 & 056
3	20 TON AXLE JACK	\$1,250.00					010-508.4-403	NEED ADDITIONAL UNIT. COST SPLIT
4	MIG WELDER	\$1,000.00					010-508.4-403	NEED LIGHT DUTY WELDER. COST SPLIT
5	1" CORDLESS AIRLESS IMPACT GUN	\$750.00					010-508.4-403	MOBILITY. COST SPLIT 010 & 056

Figure 6 – Fleet Maintenance Dept. 056-508.4

NO.	PROJECT	2023-2024	24-25	25-26	26-27	27-28	FUND	JUSTIFICATION
1	½ TON TRUCK /TOMMY LIFT	\$36,000.00					010-508.5-402	REPLACE UNIT 54
2	LOCKERS FOR POOL	\$15,000.00					010-508.5-403	PHASING IN OF REPLACEMENTS
3	FLAIL MOWER	\$9,000.00					010-508.5-403	REPLACEMENT
4	ZTR MOWER	\$21,000.00		\$22,000.00		\$22,000.00	010-508.5-403	REPLACE ONE UNIT
5	STRING TRIMMERS (3 UNITS)		\$1,050.00		\$1,050.00		010-508.5-403	REPLACE THREE UNITS
6	BACKPACK BLOWERS						010-508.5-403	REPLACE UNIT
7	EAST FENCE CEMETERY REPLACEMENT	\$50,000.00					010-508.5-403	REPLACE UNIT
8	MINI TRACK LOADER	\$29,000.00					010-508.5-403	CEMETERY & PARK NEED MOVING DIRT
9	PLANT MATERIAL – PLANTING PROJECTS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	010-508.5-404	FLOWER ANNUAL, TREE & SHRUB PROJECTS
10	½ TON TRUCK			\$32,000.00			010-508.5-402	REPLACE UNIT 55
11	1 TON FLAT BED TRUCK				\$43,000.00		010-508.5-402	REPLACE UNIT 57 WELDING VAN
12	F 650 CHASSIS & BOX TRUCK					\$60,000.00	010-508.5-402	REPLACE CHIPPER BOX TRUCK

Figure 7 – Parks Dept. 010-508.5

NO.	PROJECT	2023-2024	24-25	25-26	26-27	27-28	FUND	JUSTIFICATION
1	2 YD DUMPSTERS (90 UNITS)	\$54,900.00	\$57,000.00	\$61,047.00	\$70,205.00	\$80,075.00	056-508.3-403	REPLACEMENTS
2	NEW SANITATION TRUCK	\$368,000.00	\$375,000.00		\$375,000.00	\$380,219.00	056-508.3-402	REPLACEMENT UNIT 96
3	NEW AUTO OVERHEAD DOORS IN BARN	\$15,000.00						NEEDS PASS THRU DOORS
4	REBUILD OFFICE		\$20,000.00					OFFICE FLOODED AND GUTTED YEARS AGO
5	INSTALL OVERHEAD DOORS NORTH SIDE		\$20,000.00					

Figure 8 – Sanitation Dept. 6-508.3

NO.	PROJECT	2023-2024	24-25	25-26	26-27	27-28	FUND	JUSTIFICATION
1	STRING TRIMMERS (3 UNITS)	\$1,200.00	\$1,200.00		\$1,200.00	\$1,200.00	010-508.2-403	PHASING IN OF REPLACEMENTS
2	PAINT MACHINE / STRIPER	\$15,000.00					010-508.2-403	REPLACEMENT NEEDED
3	TRAFFIC COUNTER SYSTEM	\$5,000.00					010-508.2-403	OLD SYSTEM NO LONGER FUNCTIONAL
4	DUMP BED FOR TRUCK CHASSIS		\$45,000.00				010-508.2-403	REPLACEMENT
5	DUMP TRUCK CHASSIS		\$95,000.00				010-508.2-403	REPLACE UNIT 86
6	SALT/SAND SPREADER		\$16,000.00				010-508.2-403	REPLACEMENT
7	SNOWPLOW		\$16,000.00				010-508.2-403	REPLACEMENT
8	ONE TON TRUCK WITH DUMP BED	\$42,062.00					010-508.2-402	REPLACE UNIT 65
9	ZTR MOWER	\$20,000.00		\$22,000.00			010-508.2-403	REPLACE UNIT 52
10	OVERHEAD DOOR REPLACEMENT	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00		010-508.2-403	PHASED REPLACEMENT
11	RESURFACE 30 TH , ROCKWELL TO MACARTHUR	ENGINEERS ESTIMATE					010-508.2-404	MILL & OVERLAY
12	SIGNAL UPGRADE 23 RD & ROCKWELL	ENGINEERS ESTIMATE					010-508.2-404	SIGNALIZATION UPGRADE
13	SIGNAL UPGRADE 36 TH & ROCKWELL		ENGINEERS ESTIMATE				010-508.2-404	SIGNALIZATION UPGRADE
14	SIGNAL UPGRADE 50 TH & ROCKWELL			ENGINEERS ESTIMATE			010-508.2-404	SIGNALIZATION UPGRADE
15	SIGNAL UPGRADE 23 RD & COUNCIL				ENGINEERS ESTIMATE		010-508.2-404	SIGNALIZATION UPGRADE
16	SIGNAL UPGRADE 39 TH & COUNCIL					ENGINEERS ESTIMATE	010-508.2-404	SIGNALIZATION UPGRADE

Figure 9 – Street Dept. 010-508.2



CITY OF BETHANY
PROPOSED
CAPITAL IMPROVEMENT PLAN
MARCH 2024



CAPITAL IMPROVEMENT PLAN

CURRENT STREET PROJECTS (2023-2024)



LOCATION	DESCRIPTION	LET DATE	FUNDING/SOURCE
NW 23 RD STREET / ROCKWELL	TRAFFIC SIGNALIZATION & PEDESTRIAN CROSSWALK IMPROVEMENTS	DECEMBER 2023 TLS GROUP \$384,650	\$450,000 / G.O. BOND / PROP 1-A
NW 36 TH / ROCKWELL	TRAFFIC SIGNALIZATION & PEDESTRIAN CROSSWALK IMPROVEMENTS	DECEMBER 2023 TLS GROUP \$434,656	\$450,000 / G.O. BOND / PROP 1-B
NW 36 TH / COUNCIL ROAD	TRAFFIC SIGNALIZATION & PEDESTRIAN CROSSWALK IMPROVEMENTS	SUMMER 2024	\$450,000 / G.O. BOND / PROP 1-C
PENIEL – 39 TH TO 42 ND	PENIEL AVE. FROM NW 39 TH EXPRESSWAY TO NW 42 ND ST.	TBD	\$520,000 / G.O. BOND / PROP 1-D
NW 30 TH – ROCKWELL TO PENIEL	PAVEMENT RECONSTRUCTION	DECEMBER 2023 ALL ROADS PAVING \$512,822	\$1,300,000 / G.O. BOND / PROP 1-E
MUELLER – NW 44 TH TO NW 50 TH	PAVEMENT RECONSTRUCTION	DECEMBER 2023 ALL ROADS PAVING \$525,300	\$850,000 / G.O. BOND / PROP 1-F
DIVIS – NW 36 TH TO NW 39 TH	PAVEMENT RECONSTRUCTION	DECEMBER 2023 ALL ROADS PAVING \$479,900	\$550,000 / G.O. BOND / PROP 1-G
PENIEL AVE. FROM NW 25 TH TO NW 30 TH	PAVEMENT RECONSTRUCTION	TBD	\$425,000 / G.O. BOND / PROP 1-H
23 RD & ROCKWELL	MILL & OVERLAY	SUMMER 2024	\$609,000 / CRRSAA
SH-66	SIGNAL & PEDESTRIAN IMPROVEMENTS	WINTER 2023 SAC SERVICES \$2,266,000	\$1,778,282 ODOT \$ 507,401 BETHANY
TOTAL			\$7,889,683

CAPITAL IMPROVEMENT PLAN

CURRENT PARK PROJECTS (2023-2024)



LOCATION	DESCRIPTION	FUNDING/SOURCE
ELDON LYON PARK	REPAIR, IMPROVE, REMODEL, EQUIP, AND RENOVATE PLAYGROUND EXERCISE STATION, MULTIPURPOSE SHELTERS, & REMODEL RESTROOM FACILITIES	\$265,750 / G.O. BOND PROP 2-A
RIPPER PARK	ACQUIRING & IMPROVING PLAYGROUND EQUIPMENT, CONSTRUCTING OR REMODELING RESTROOM FACILITIES	\$189,100 / G.O. BOND PROP 2-B
HENRY GARRISON PARK	ACQUIRING & IMPROVING PLAYGROUND EQUIPMENT, CONSTRUCTING A MULTIPURPOSE PAVILION, & CONSTRUCTING OR REMODELING RESTROOM FACILITIES	\$127,500 / G.O. BOND PROP 2-C
MACRORY PARK	ACQUIRING & IMPROVING PLAYGROUND EQUIPMENT, CONSTRUCTING OR REMODELING RESTROOM FACILITIES	\$92,400 / G.O. BOND PROP 2-D
RON CLARK PARK	ACQUIRING & IMPROVING PLAYGROUND AND EQUIPPING DOG PARK FACILITIES	\$111,750 / G.O. BOND PROP 2-E
CECIL MENDENALL PARK	IMPROVING BUT NOT LIMITED TO CONSTRUCTING RESTROOM FACILITIES	\$74,500 / G.O. BOND PROP 2-F
TOTAL		\$861,000

CAPITAL IMPROVEMENT PLAN

CURRENT PUBLIC SAFETY PROJECTS (2023-2024)



LOCATION	DESCRIPTION	LET DATE	FUNDING/SOURCE
FIRE STATION	PROPOSITION 3-A ENLARGING, REMODELING, RENOVATING, EQUIPPING & FURNISHING, BUT NOT LIMITED TO REMODEL, RENOVATION, PARKING LOT, SIDEWALKS, ARCHITECTURAL & ENGINEERING	OCTOBER 2023	\$1,020,000 / G.O. BOND PROP 3-A
POLICE HEADQUARTERS	PROPOSITION 3-B ENLARGING, REMODELING, RENOVATING, EQUIPPING & FURNISHING BUT NOT LIMITED TO REPAIRING AND REPLACING THE EXISTING ROOF AND ENLARGING, RENOVATING & EQUIPPING THE EVIDENCE ROOM	OCTOBER 2023	\$1,020,000 / G.O. BOND PROP 3-B
ANIMAL WELFARE	PROPOSITION 3-C REPAIRING, RENOVATING, EQUIPPING & FURNISHING THE EXISTING ANIMAL SHELTER FACILITY	SUMMER 2024	\$210,000 / G.O. BOND PROP 3-C
TOTAL			\$2,250,000

CAPITAL IMPROVEMENT PLAN

CURRENT WATER PROJECTS (2023-2024)



PROJECT	DESCRIPTION	LET DATE	FUNDING/SOURCE
SMART WATER METERS	REPLACE EXISTING MECHANICAL WATER METERS WITH NEW ULTRASONIC METERS	JULY 2023 SW WATER WORKS \$2,600,000	\$1,500,000 / STATE ARPA \$1,500,000 / LOCAL FUNDS
SMART WATER METERS	REPLACE EXISTING MECHANICAL WATER METERS WITH NEW ULTRASONIC METERS	JANUARY 2024 SW WATER WORKS \$169,100	\$250,000 / COUNTY ARPA
WELL & WELLFIELD IMPROVEMENTS	REHABILITATING AND REDRILLING WATER WELLS	FEBRUARY 2024	\$4,416,000 / STATE ARPA
CDBG WATERLINE REPLACEMENT	REPLACED WATERLINE FROM NW 32 ND TO NW 36TH	MAY 2023	\$387,355 / 50% LOCAL FUNDS / 50% CDBG
TOTAL			\$8,053,355

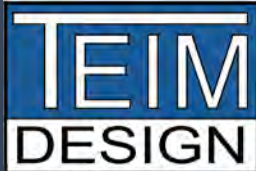


CAPITAL IMPROVEMENT PLAN

CURRENT SANITARY SEWER PROJECT (2023-2024)



PROJECT	DESCRIPTION	LET DATE	FUNDING/SOURCE
SANITARY SEWER REPLACEMENT	LIFT STATION & SANITARY SEWER LINE REPLACEMENT ON PENIEL	SUMMER 2024	\$3,372,692 / CITY ARPA
TOTAL			\$3,372,692





CITY OF BETHANY CAPITAL IMPROVEMENT PLAN

FUNDING OPTIONS COULD INCLUDE:

- LOCAL FUNDS
 - OKLAHOMA WATER RESOURCES BOARD (OWRB)
 - COMMUNITY DEVELOPMENT BLOCK GRANTS (CDBG)
- ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG)
 - U.S. BUREAU OF RECLAMATION (USBR)

- Projects contained in the CIP are the recommendation of the engineer based on review and assessment of current data and conditions.

CAPITAL IMPROVEMENT PLAN

PROPOSED STREET AND SIDEWALK PROJECTS



PRIORITY	LOCATION	WARD	ESTIMATED COSTS
1	NW 42 ND (N DIVIS TO N. ROCKWELL)	3	\$400,000.00
2	N. HOLLOWAY (NW 36 TH TO NW 32 ND)	4	\$610,000.00
3	NW 32 ND (PENIEL TO MACARTHUR)	1	\$350,000.00
4	TAP SIDEWALK (36 TH ST. / GAP CONNECTIONS)	3	\$450,000.00
5	NW 38 TH (N. REDMOND TO N. HAMMOND)	2	\$330,000.00
6	NW 30 TH (PENIEL TO HAMMOND)	1	\$450,000.00
7	TAP SIDEWALK ROCKWELL (36 TH TO 23 RD)	4	\$300,000.00
8	N. REDMOND (NW 39 TH TO NW 50 TH)	2	\$500,000.00
9	DOWNING AVE. (NW 23 RD TO NW 24 TH)	3	\$150,000.00
10	NW 33 RD STREET (N. WILBURN TO N. ROCKWELL)	4	\$440,000.00
11	NW 32 ND (PENIEL TO MACARTHUR)	1	\$550,000.00
12	NW 24 TH (N. DOWNING AVE. TO N. EAGLE LANE)	3	\$75,000.00
13	N. REDMOND (NW 39 TH TO NW 50 TH)	2	\$500,000.00
14	N. DIVIS (NW 39 TH TO NW 42 ND)	3	\$230,000.00
15	N. REDMOND (NW 39 TH TO NW 50 TH)	2	\$500,000.00
16	TBD (RESURFACE / RECONSTRUCT)	TBD	\$500,000.00
17	TBD (RESURFACE / RECONSTRUCT)	TBD	\$500,000.00
18	TBD (RESURFACE / RECONSTRUCT)	TBD	\$500,000.00
TOTAL			\$7,335,000.00

* Project locations may be revised as priorities and/or fund availability change. Estimated cost shown as of March 2024.



CAPITAL IMPROVEMENT PLAN

PROPOSED WATER SYSTEM PROJECTS



G. WATER SYSTEM IMPROVEMENT PROJECTS

Water system improvements are shown in Figure 2. These improvements were identified in the 2023 Water System Report. Funding for these projects could include local finds, Oklahoma Water Resources Board (OWRB), US Bureau of Reclamation and Community Development Block Grants (CDBG), if eligible.

Year	Well Field Rehab	Automated Meter Infrastructure		Waterlines < 6" 16 Blocks / Year	Section Line Road Waterlines <12" 1/2 Mile / Year	WTP 2 Million Gallon Tank	BPS 2 Million Gallon Tank	Elevated 500,000 Gallon Steel Tank	Elevated 1,000,000 Gallon Steel Tank	WTP SCADA Computers	WTP new Communications	WTP new Sump Pump	Booster pump station new Pumps and Moto	Well Field Maintenance	Annual Total	
	ARPA Funding	and Service Line Replacement														
	ARPA Funding	Bethany funding														
1	\$ 4,600,000.00	\$ 1,500,000.00	\$ 1,500,000.00													
2																
3			\$ 1,600,000.00				\$ 1,050,000.00			\$ 100,000.00	\$ 35,000.00		\$ 30,000.00	\$ 2,500,000.00	\$ 50,000.00	\$ 2,580,000.00
4			\$ 1,600,000.00											\$ 50,000.00	\$ 1,650,000.00	
5			\$ 1,600,000.00			\$ 750,000.00								\$ 50,000.00	\$ 2,400,000.00	
6			\$ 1,550,000.00		\$ 800,000.00									\$ 50,000.00	\$ 2,400,000.00	
7				\$ 625,000.00	\$ 800,000.00			\$ 875,000.00						\$ 50,000.00	\$ 2,350,000.00	
8				\$ 625,000.00	\$ 800,000.00				\$ 875,000.00					\$ 50,000.00	\$ 2,350,000.00	
9				\$ 625,000.00	\$ 800,000.00						\$ 35,000.00			\$ 50,000.00	\$ 1,510,000.00	
10				\$ 625,000.00	\$ 800,000.00									\$ 50,000.00	\$ 1,475,000.00	
11				\$ 625,000.00	\$ 800,000.00									\$ 50,000.00	\$ 1,475,000.00	
12				\$ 625,000.00	\$ 800,000.00									\$ 50,000.00	\$ 1,475,000.00	
13				\$ 625,000.00	\$ 800,000.00									\$ 50,000.00	\$ 1,475,000.00	
14				\$ 625,000.00	\$ 800,000.00									\$ 50,000.00	\$ 1,475,000.00	
15				\$ 625,000.00	\$ 800,000.00						\$ 35,000.00			\$ 50,000.00	\$ 1,510,000.00	
16				\$ 625,000.00	\$ 800,000.00									\$ 50,000.00	\$ 1,475,000.00	
17				\$ 625,000.00	\$ 800,000.00									\$ 50,000.00	\$ 1,475,000.00	
18				\$ 625,000.00	\$ 800,000.00									\$ 50,000.00	\$ 1,475,000.00	
19				\$ 750,000.00	\$ 800,000.00									\$ 50,000.00	\$ 1,600,000.00	
20				\$ 800,000.00	\$ 800,000.00									\$ 50,000.00	\$ 850,000.00	
	\$ 4,600,000.00	\$ 1,500,000.00	\$ 7,850,000.00	\$ 8,250,000.00	\$ 12,000,000.00	\$ 750,000.00	\$ 1,050,000.00	\$ 875,000.00	\$ 875,000.00	\$ 100,000.00	\$ 105,000.00	\$ 30,000.00	\$ 2,500,000.00	\$ 950,000.00	\$ 41,435,000.00	
Opinion of Probable 20 year Capital Improvement costs =				\$ 41,435,000.00												
ARPA Funds =				\$ 6,100,000.00												
Bethany Fund =				\$ 35,335,000.00												

* Project locations may be revised as priorities and/or funding availability change. Estimated cost shown as of March 2024.



CAPITAL IMPROVEMENT PLAN

PROPOSED SANITARY SEWER PROJECTS



PRIORITY	PROJECT NAME	PROJECT LIMITS	ESTIMATED COSTS
1	BWA PWA	BLUFF CREEK WASTEWATER TREATMENT PLANT	\$20,000,000
2	LIFT STATION	NW 25 TH AND SHANNON LIFT STATION GRANT APPLICATION	\$ 750,000
3	PRIORITY AREA 1A	N. PENIEL FROM NW 32 ND TO NW 36 TH	\$ 815,063
4	PRIORITY AREA 1B	N. PENIEL FROM NW 36 TH TO NW 40 th	\$ 1,218,830
5	PRIORITY AREA 1C	N PENIEL FROM NW 40 TH TO NW 50 TH	\$ 1,541,253
6	PRIORITY AREA 1D	N PENIEL FROM NW 50 TH TO CITY LIMITS	\$ 1,465,215
7	PRIORITY AREA 2A	BEAVER FROM SOUTH OF NW 39 TH STREET TO NW 41 ST AND FROM BEAVER TO ROCKWELL	\$ 900,209
8	PRIORITY AREA 2B	SOUTH OF 41 ST FROM BEAVER TO MUELLER, AND NORTH FROM MUELLER TO NW 41 ST	\$ 508,427
9	PRIORITY AREA 2C	BETWEEN NW 41 ST AND NW 42 ND FROM BEAVER TO MUELLER AND A PORTION OF NW 42 ND	\$ 496,214
10	PRIORITY AREA 3A	NW 35 TH BETWEEN HOLLOWAY AND MUELLER	\$ 934,571
11	PRIORITY AREA 3B	ROCKWELL AND NW 32 ND AND NW 33 RD FROM COLLEGE TO PENIEL	\$ 538,097
12	PRIORITY AREA 3C	NW 35 TH BETWEEN MUELLER AND COLLEGE	\$ 643,045
13	PRIORITY AREA 3D	AREA BETWEEN COLLEGE AND MUELLER; BETWEEN NW 34 TH AND NW 32 ND	\$ 500,000
14	PRIORITY AREA 3E	AREA BETWEEN HOLLOWAY AND MUELLER; AND BETWEEN NW 34 TH AND NW 32 ND	\$ 500,000
15	PRIORITY AREA 4A	HAMMOND FROM NW 31 ST TO NW 32 ND	\$ 345,000
16	PRIORITY AREA 4B	HAMMOND FROM NW 30 TH TO NW 31 ST	\$ 465,000
17	PRIORITY AREA 4C	NW 31 ST TERR. FROM PENIEL TO HAMMOND	\$ 470,000
18	PRIORITY AREA 4D	NW 31 ST ST FROM WHEELER CIRCLE TO NW 31 ST TERR.	\$ 465,000
19	PRIORITY AREA 4E	NW 50 TH FROM PENIEL TO HAMMOND	\$ 430,000
20	PRIORITY AREA 5A	NW 52 ND BETWEEN MUELLER & CENTRAL	\$ 305,000
21	PRIORITY AREA 5B	NW 53 RD BETWEEN BEAVER & CENTRAL	\$ 340,000
22	PRIORITY AREA 5C	NW 53 RD BETWEEN ROCKWELL & MUELLER	\$ 590,000
	PRIORITY AREA 5D	ROCKWELL FROM NW 50 TH TO NW 54 TH	
23	PRIORITY AREA 5E	NW 50 TH FROM ROCKWELL TO MUELLER & N BETWEEN N BEAVER & WILLOW	\$ 370,000
			\$ 34,590,924

* Project locations may be revised as priorities and/or funding availability change. Estimated cost shown as of March 2024.

CAPITAL IMPROVEMENT PLAN

PROPOSED DRAINAGE SYSTEM PROJECTS



CITY OF BETHANY STORM SEWER CIP CONCEPTUAL PROJECTS					
PRIORITY	NS ROAD LOCATION	EW ROAD LOCATION	PIPE LENGTH (FT)	SIZE OF PIPE (IN)	TOTAL PROJECT COST OPINION
1	N ROCKWELL AVE	NW 16 TH ST	210	78	\$ 585,816
2	N BRYAN AVE	NW 36 TH ST	220	4-57 X 38	\$ 585,778
3	N COLLEGE AVE	NW 50 TH ST	95	54	\$ 322,860
4	N COLLEGE AVE	NW 23 RD ST	180	45 X 50 (48)	\$ 471,157
5	N COUNCIL RD	NW 28 TH ST	30	42	\$ 104,486
6	N PENIEL AVE	NW 42 ND ST	185	2-18	\$ 312,036
7	N ASBURY AVE	NW 36 TH ST	950	33	\$1,449,051
8	N ROCKWELL AVE	NW 46 TH ST	30	12	\$ 97,145
9	N ROCKWELL AVE	NW 23 RD ST	200	72	\$ 585,255
10	N ROCKWELL AVE	NW 30 TH ST	35	72	\$ 161,430
11	N ROCKWELL AVE	NW 31 ST ST	160	66	\$ 615,813
12	N ROCKWELL AVE	NW 36 TH ST	50	42	\$ 195,150

TOTAL COST OPINION
\$ 5,485,977

* Project locations may be revised as priorities and/or funding availability change. Estimated cost shown as of March 2024



Agenda: 03/05/2024

Item: 9

BPWA Agenda: 4

**BETHANY CITY COUNCIL
BETHANY PUBLIC WORKS AUTHORITY**

From: Elizabeth Gray, City Manager
Date: March 5, 2024
Subject: Discussion and possible approval of Engineering Design Contract for Sanitary Sewer Rehabilitation projects with TEIM Design.

BACKGROUND

The city has applied for a Forgiveness Loan (grant) through the Oklahoma Water Resources Board for the past two years and has been unsuccessful. Permission to apply for this grant will be presented to the council in an agenda item later this evening. To strengthen the grant application Municipal Financial Services has recommended that a contract for engineering services accompany the application. Sanitary Sewer projects have been identified in the draft Capital Improvement Plan received earlier.

This proposed design contract is needed to apply for an Oklahoma Water Resources Board CWSRF SFY 2025 Loan forgiveness program, to garner the maximum points available under the loan forgiveness category. The design contract will only be initiated upon approval of the OWRB loan, or if directed by the City. Projects to be included in the design are:

- Priority 3 – Sanitary Sewer on N. Peniel from N.W. 32nd to N.W. 36th.
- Priority 4 – Sanitary Sewer on N. Peniel from N.W. 36th to N.W. 40th.
- Priority 5 – Sanitary Sewer on N. Peniel from N.W. 40th to N.W. 50th.
- Priority 6 – Sanitary Sewer on N. Peniel from N.W. 50th to the City Limits.
- Priority 7 – Sanitary Sewer on Beaver South of N.W. 39th Street to N.W. 41st, and from Beaver to Rockwell
- Priority 8 – Sanitary Sewer South of N.W. 41st from Beaver to Mueller, and North from Mueller to N.W. 41st.
- Priority 9 – Sanitary Sewer between N.W. 41st and N.W. 42nd from Beaver to Mueller, and a portion on N.W. 42nd.
- Priority 10 – Sanitary Sewer on N.W. 35th between Holloway and Mueller.
- Priority 11 – Sanitary Sewer at Rockwell and NW 32nd, and from NW 33rd from College to Peniel.

RECOMMENDATION

1. Approve Engineering Design Contract between the City of Bethany and TEIM Design for Sanitary Sewer Rehabilitation projects in the amount of \$1,097,984.00 contingent on approval of OWRB CWSRF SFY 2025 Loan Forgiveness or as otherwise directed by the City.



ADDITIONAL COMMENTS

**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 149th Street, Oklahoma City, Oklahoma, hereinafter called the “Engineer”. This _____ day of March 2024 for the purpose of providing engineering services and prepare contract documents for the Sanitary Sewer Rehabilitation Project, 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.

This contract will only be initiated upon approval of the Oklahoma Water Resources Board Loan forgiveness application for Engineering Services or if directed by the City to complete the design. The contract will be valid for up to 4 years, with renewal if needed, to complete design work identified in Exhibit “A”.

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 projects.

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 March 2024.

ATTEST:

TEIM DESIGN, PLLC.



STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

President

This instrument was acknowledged before me on this 28 day of February 2024, by Joe Davis, P.E., as President of TEIM Design, PLLC.

My Commission Expires/Commission Number: Krista Dobbs
Notary Public

3/16/24 / 16002797



IN WITNESS WHEREOF, this Contract was approved and executed by the City of Bethany this _____ day of March 2024.

ATTEST:

THE CITY OF BETHANY

City Clerk

Mayor

EXHIBIT "A"
Scope of Services

CITY OF BETHANY
Sanitary Sewer Rehabilitation Project

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

- Priority 3
Sanitary Sewer on N. Peniel from NW 32nd to NW 36th
- Priority 4
Sanitary Sewer on N. Peniel from NW 36th to NW 40th
- Priority 5
Sanitary Sewer on N. Peniel from NW 40th to NW 50th
- Priority 6
Sanitary Sewer on N. Peniel from NW 50th to City Limits
- Priority 7
Sanitary Sewer on Beaver from South of NW 39th Street to NW 41st, and from Beaver to Rockwell
- Priority 8
Sanitary Sewer South of NW 41st from Beaver to Mueller, and North from Mueller to NW 41st Street
- Priority 9
Sanitary Sewer between NW 41st and NW 42nd from Beaver to Mueller, and a portion on NW 42nd
- Priority 10
Sanitary Sewer on NW 35th between Holloway and Mueller
- Priority 11
Sanitary Sewer at Rockwell and NW 32nd, and from NW 33rd from College to Peniel

The total cost of Engineering Services for this work is \$1,097,984.00 lump sum.

Construction Inspection can be provided on an hourly basis not to exceed \$ 100,000 consistent with Exhibit "B".

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	\$217
Senior Architect	\$185
Senior Engineer	\$185
Project Engineer	\$142
Structural Engineer	\$153
Engineer Intern	\$96
Traffic Engineer	\$178
Environmental Specialist	\$142
CADD Technician	\$108
Design Technician	\$145
Clerical/Admin	\$90
Construction Engineer	\$153
Construction Technician	\$102
Inspector	\$118
Senior Planner	\$163
Planner	\$120

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 projects shall not be deemed to waive any rights or obligations of the parties to this Contract.

EXHIBIT "C"
EQUAL OPPORTUNITY CLAUSE

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the Engineer agrees as follows:

(1) The Engineer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Engineer will, in all solicitations or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Engineer will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Engineer's legal duty to furnish information.

(4) The Engineer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Engineer's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Engineer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Engineer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Engineer's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Engineer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Engineer will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Engineer will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event an Engineer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

EXHIBIT "D"

Federal Requirements Under 2 CFR PART 200, Appendix II, As Applicable

A. Simplified Acquisition Threshold. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. §1908, as may be amended from time to time, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. Contract Minimum for Termination for Cause and Convenience. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

C. Davis Bacon Act, as amended (40 U.S.C. §3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

D. Copeland Anti-Kick Back Act. Contracts must also include a provision for compliance with the Copeland "Antikickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. §3701–3708). Where applicable, all contracts awarded by the nonfederal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §3702 and §3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. §3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. §3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply

to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. Energy Policy and Conservation Act. Contractor must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §6201).

H. Byrd Anti-Lobbying Amendment (31 U.S.C. §1352). Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. §1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the non-Federal award.

J. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications

equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Telecommunications or video surveillance services provided by such entities or using such equipment.

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

See Public Law 115-232, section 889 for additional information.

See also § 200.471.

L. Procurement of Recovered Materials. See 2 CFR §200.322.

Agenda: 03/05/2024
Item: 10
BPWA Item: 5

BETHANY CITY COUNCIL
BETHANY PUBLIC WORKS AUTHORITY

From: Elizabeth Gray, City Manager
Date: March 5, 2024
Subject: Approval of Brewer Construction Oklahoma, LLC Contract for Ripper Park Swimming Pool Renovations Phase 2

BACKGROUND

The Ripper Park Aquatic Center closed for the season in August 2019. COVID concerns closed the pool in 2020. In February 2021, Bethany experienced a sustained period of freezing temperatures which affected some of the pool infrastructure. Staff assessed their ability to re-open the pool for the 2021 season and found the pool to need substantial repair. Staff began working with TEIM Design, PLLC in August 2021. TEIM consulted with the original company that built the pool. TEIM Design presented their findings to Council in October 2021 and recommended a phased repair approach for the pool.

In May 2022, the Phase 1 repairs were completed at a cost of \$135,000 and the pool was open for the 2022 and 2023 season.

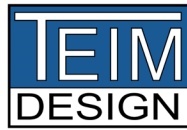
Phase 2 for the pool has now been bid. Phase 2 consists of constructing a retaining wall to prevent stormwater runoff entering the pump pit; new piping from the wet well under pool deck to the pump pit; electrical equipment replacement to the control room; and installing a new drain valve at the wading pool. City Staff and Engineers recommend awarding the construction contract to Brewer Construction Oklahoma, LLC for the total bid price in the amount of \$89,489.00 as the lowest responsive bidder.

RECOMMENDATION

1. Authorize Mayor to sign the Construction Contract awarding the total bid to Brewer Construction Oklahoma, LLC in the amount of \$89,489.00.

ADDITIONAL COMMENTS





TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

February 29, 2024

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

Re: Ripper Park Swimming Pool Renovations Phase 2

Dear Ms. Gray,

Attached for your review and disposition please find the BID Tabulation for the above-mentioned project. The bid was received, February 23, 2024, and the bid bond and affidavits were found to be in order. The bid was tabulated correctly. The bid is as follows:

Brewer Construction Oklahoma, LLC	\$89,489.00
Engineer's Estimate	\$97,500.00

Therefore, we recommend the award of the contract to Brewer Construction Oklahoma, LLC for the total bid price of \$89,489.00.

Respectfully Submitted,

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

Robbie Williams, PE

Attachment: Contract, Bonds and Insurance Certificate
Bid Tab

CONSTRUCTION CONTRACT

This Contract is made and entered into on the 5th day of March 2024, by and between the City of Bethany, an Oklahoma Municipal Corporation, hereinafter called "City," and Brewer Construction Oklahoma, LLC 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:

RIPPER PARK SWIMMING POOL RENOVATIONS PHASE 2

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:

Eighty Nine Thousand Four Hundred Eighty Nine and 00/100 Dollars (\$89,489.00).

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

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

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

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

If to the City:

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

If to Contractor:

Brewer Construction Oklahoma, LLC
P.O. Box 82457
Oklahoma City, OK 73148

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

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

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

The City of Bethany,
an Oklahoma Municipal Corporation

Mayor's Signature

Date

(SEAL)

ATTEST:

City Clerk


Approved as to form:

City Attorney

Date: _____

Brewer Construction Oklahoma, LLC,
Contractor

a(n) _____



Signature

Kevin Brewer

Printed Name

Manager

Title

ATTEST:



Secretary and/or Witness

NON-COLLUSION AFFIDAVIT

State of Oklahoma)
) ss.
County of Oklahoma)

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

[Signature]
Signature
Kevin Brewer Manager
Printed Name/Title

Subscribed and sworn to before me this 28 day of February, 2024.



[Signature]
Notary Public

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

CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Brewer Construction Oklahoma, LLC, as Principal, and Great American Insurance Company, as Surety, are held and firmly bound unto the CITY OF BETHANY of the State of Oklahoma and the State of Oklahoma, hereinafter referred to as the Government, in the full and just sum Of Eighty Nine Thousand Four Hundred Eighty Nine dollars and zero cents (\$89,489.00) 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 February, 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:

**RIPPER PARK SWIMMING POOL RENOVATIONS PHASE 2
CITY OF BETHANY, OKLAHOMA**

and has entered into a certain written contract with the CITY OF BETHANY on the 5th day of March, 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.

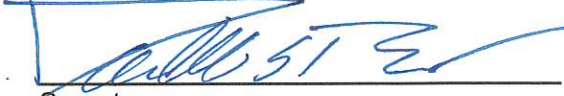
NOW, THEREFORE, if the said Principal, Brewer Construction Oklahoma, LLC shall fully and faithfully execute the work and perform said contract according to its terms, conditions and covenants, and in exact accordance with the bid of said Principal, and according to certain plans and specifications heretofore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


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

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

Brewer Construction Oklahoma, LLC

ATTEST:


Secretary

By 
Principal
Kevin Brewer
Manager

Great American Insurance Company

ATTEST:


Secretary

By 
Surety Jasmine Stephens 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, Brewer Construction Oklahoma, LLC, as Principal, and Great American Insurance Company, as Surety, are held and firmly bound unto the CITY OF BETHANY of the State of Oklahoma, in the full and just sum of Eighty Nine Thousand Four Hundred Eighty Nine dollars and zero cents (\$89,489.00), 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 Thirteen Thousand Four Hundred Twenty three dollars and thirty five cents (\$13,423.35), 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 February, A.D., 2024.

The conditions of this obligation are such, that whereas, said Principal, has a certain contract between Brewer Construction Oklahoma, LLC and the CITY OF BETHANY dated this 5th day of March, 2024, agreed to construct in the City of Bethany:

**RIPPER PARK SWIMMING POOL RENOVATIONS PHASE 2
CITY OF BETHANY, OKLAHOMA**

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

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

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

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

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

Brewer Construction Oklahoma, LLC

ATTEST:

[Signature]
Secretary ~~Witness~~

By [Signature]
Principal
Kevin Brewer
Manager

Great American Insurance Company

ATTEST:

[Signature]
Secretary

By [Signature]
Surety Jasmine Stephens 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, Brewer Construction Oklahoma, LLC, as Principal, and Great American Insurance Company, as Surety, are held and firmly bound unto the STATE OF OKLAHOMA in the sum of Eighty Nine Thousand Four Hundred Eighty Nine dollars and zero cents (\$89,489.00), 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 February, A.D., 20 24.

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

**RIPPER PARK SWIMMING POOL RENOVATIONS PHASE 2
CITY OF BETHANY, OKLAHOMA**

and has entered into a certain written contract with the CITY OF BETHANY on the 5th day of March, 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.

Brewer Construction Oklahoma, LLC

ATTEST:

Secretary

Witness

By

Principal

*Kevin Brewer
manager*

Great American Insurance Company

ATTEST:

Secretary

By

Surety

Jasmine Stephens Attorney-in-Fact

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

City Attorney

GREAT AMERICAN INSURANCE COMPANY®

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

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

No. 0 22209

POWER OF ATTORNEY

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

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

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

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

Attest

GREAT AMERICAN INSURANCE COMPANY



Stephen C. Beraha

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

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



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

Susan A Kohorst

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

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

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

CERTIFICATION

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

Signed and sealed this 28th day of February, 2024



Stephen C. Beraha

Assistant Secretary

BETHANY CITY COUNCIL

From: Elizabeth Gray, City Manager
Date: March 5, 2024
Subject: Approval of Change Order No. 1 with Heritage Hills Commercial Services, LLC for the Police Headquarters Roof Improvements (G.O. Bond Prop. 3-B)

BACKGROUND

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

On October 17, 2023, a contract was awarded to Heritage Hills Commercial Services, LLC for Police Headquarters Roof Improvements in the amount of \$431,950.00.

The original design was for the contractor to place the new roof over the existing metal roof. The contractor has agreed to remove the existing metal roof and install the new roof for the same contract price. This change order adds an item and unit cost of \$6.50 per square foot for Insulation Board, only to be used in the event material is found to be unsuitable after the existing roof is removed.

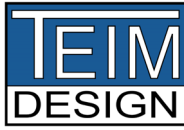
RECOMMENDATION

1. Approval of Change Order No. 1 for the Police Headquarters Roof Improvements, G. O. Bond Proposition 3-B, to Heritage Hills Commercial Services LLC in the amount of \$0.00.

ADDITIONAL COMMENTS

The project will be funded by GO Bond Proposition 3.





TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

February 22, 2024

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

Re: Police Headquarters Roof Improvements (G.O. Bond Prop. 3-B)
Change Order No. 1

Dear Ms. Gray:

I. CHANGE ORDER NO. 1 - SCOPE AND JUSTIFICATION

Item CO.1 – Remove the Existing Standing Metal Roofing in Lieu of the Metal Retrofit

The contractor shall remove the existing standing seam metal roofing system in lieu of the metal retrofit for the same contract price. This will benefit the City of Bethany by allowing the removal of the existing panels and will allow thorough observation of the roof for possible water damage. The contractor will install a premium peel and stick leak barrier over the existing roof deck; and provide a water tight roof during the new standing seam metal roof. The warranty will be a 20-year water tightness warranty (WTW) provided by the metal panel manufacturer. This will provide the City of Bethany with a better overall roof system installation.

Item CO.2 – Furnish and Install 3-1/2 Inch (88.9mm) Polyisocyanurate Insulation Board

Due to the contract modification in Item CO.1 a unit price of \$6.50 per square foot is established to furnish and install polyisocyanurate insulation board should it be required after a thorough inspection of the roof. This would replace the existing insulation board if it has been damaged to water or age.

II. COST ESTIMATE

Original Contract Amount:	\$431,950.00
Change Order No. 1 (No Cost):	\$0.00 (0.00%)
Revised Contract Amount:	\$431,950.00

The above and foregoing is hereby accepted on this 22nd day of February 2024 and the undersigned agrees to perform the work as so indicated in this Change Order No. 1 with said adjustments in the contract sum.

Heritage Hills Commercial Services, LLC

Andrew Lacks President

Name and Title

The prices shown for the Change Order were established by negotiation and appear to be fair and reasonable.

RWS

Robbie Williams, P.E.

City Attorney

APPROVED by Council of the City of Bethany this ____ day of _____, 2024.

ATTEST:

CITY CLERK

MAYOR

CITY OF BETHANY

From: Phil Stowell, Public Works Director

Date: March 5, 2024

Subject: Request approval to purchase a 2024 Dodge Ram 3500 Truck with Dump Bed from John Vance Motors in the amount of \$64,602.88 State Contract Pricing and surplus Unit 65, a 2003 Ford F-350 VN # 1FDWF36L33EC90717

BACKGROUND

This truck was approved in the 2023-24 budget. This one ton truck with dumping bed will be assigned to the Street Department and will replace Unit 65, a 2003 (21 years old) vehicle with 123,000 miles on it. Fleet has identified unit 65 as having burning oil issues in the engine and transmission whine.

RECOMMENDATION

1. Staff recommends approval to purchase.

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

ADDITIONAL COMMENTS

Additional quotes were received. This truck will be purchased from the Capital Improvement Fund.

JOHN VANCE MOTORS, INC
FLEET & GOVERNMENT SALES
PO BOX 400, GUTHRIE, OK 73044
405-282-3800
OK Vendor # 0000074088



QUOTE

DATE 2/9/2024
 QUOTE NUMBER 000Q13501
 EXPIRATION DATE 2/23/2024
 SHIP VIA Factory Order
 TERMS SW035 - STATE CONTRACT
 PO Number

SOLD TO:

City of Bethany
 Phil Stowell
 PO BOX 1340
 Bethany, OK 73008
 (405)789-6285

SHIP TO:

City of Bethany
 Phil Stowell
 PO BOX 1340
 Bethany, OK 73008
 (405)789-6285

Any Questions? Call 405-282-3800
 Shauna Ford

shauna@vancefleet.com

Qty	OPTION	Description	Unit Price	Ext. Price
1	DD3L63	2024 RAM 3500 REG CAB CHASSIS	\$49,848.00	\$49,848.00
1	2WD	2 WHEEL DRIVE	\$0.00	\$0.00
1	143	143" WHEELBASE/ 60" CAB TO AXLE	\$0.00	\$0.00
1	WLA	DUAL REAR WHEELS	\$0.00	\$0.00
1	ESB	ENGINE: 6.4L V8 HEMI	\$0.00	\$0.00
1	DFX	TRANSMISSION: 8 SPEED AUTOMATIC	\$0.00	\$0.00
1	A61	TRADESMAN LEVEL 1 EQUIPMENT GROUP	\$0.00	\$0.00
1	PWR	POWER DOORS/ POWER WINDOWS	\$0.00	\$0.00
1	RKE	REMOTE KEYLESS ENTRY	\$0.00	\$0.00
1	TBB	FULL SIZE SPARE	\$0.00	\$0.00
1	XAC	PARKVIEW REAR BACK UP CAMERA	\$475.00	\$475.00
1	DB-DB9	PLATFORM CM-DB DUMP BODY 9' length DIMENSIONS- 97" outside width, 14 1/2" sides on 3-4 yard models, 20" tailgate on 3-4 yard models DESIGN FEATURES & HARDWARE All steel frame construction 6" steel channel frame rails 3' steel roll-formed 3/16" channel crossmembers on 12" centers, 18 1/2" tall front panel 2 piece 10 gauge deck (full seam welded) Double wall constructed sides with 10 gauge inner and 12 gauge outer sheet 10 gauge steel floor with 450 transition from sides, Formed 10 gauge rear post 18" double wall 12 gauge tailgate with spreader chains Premium TGIC Polyester powdercoating: black LIGHTS- DOT required lighting (clearance and marker lights) All lighting must be wired to meet all DOT requirements as originally intended by the vehicle manufacture	\$14,279.88	\$14,279.88
1	DB-DB-SUBFRAME	SUB-FRAME SPECIFICATIONS 10 gauge formed channel rails, 3" x 4" x 3/8" tubing crossmember 10 Ton @450 scissor hoist, 3200 psi electric over hydraulic pump	\$0.00	\$0.00
1	TXX8/CBE	INTERIOR: BLACK/DIESEL GRAY, HD VINYL 40/20/40 SPLIT BENCH	\$0.00	\$0.00
1	PW7	EXTERIOR: BRIGHT WHITE CLEAR COAT	\$0.00	\$0.00
SubTotal				\$64,602.88

Accepted By: _____

Terms:

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

SUB-TOTAL \$64,602.88
TAG/TAXES \$0.00
TOTAL DUE \$64,602.88

Dealer: _____ 1 of 1

Category #25101507

Item #1000009341

1 Ton Regular Cab/ Cab & Chassis

Dealer Name: JOHN VANCE MOTORS

Make Bidding: 2024 RAM

Model Bidding: 3500 REG CHASSIS CAB

Model Code: DD3L63 (CALL DEALER FOR AVAILABILITY)

Body & Chassis	Minimum Req.	Enter Vehicle Specification and Manufacturer Option Codes
Gross Vehicle Weight Rating	10,000 # GVW Dual Rear Wheels	13500 LB GVWR - DUAL REAR WHEELS
Wheelbase/CA	CA 60"	143" WB / 60" CA
Engine		
Engine Type (Cylinder/Liter)	8 Cyl / List Liters/HP	6.4 LITER HD HEMI V8 - 410 HP
Alternate Fuel Engine	List Type	DIESEL
Transmission		
Automatic	Automatic - List	8 SPEED AUTO TRANS
Drive Axle		
Primary Drive Axle	Rear Wheel Drive	REAR WHEEL DRIVE
Differential Type/Ratio	Reg. / List Ratio	4.10 REAR AXLE
Electrical		
Alternator/Min (amps)	Mfg. Std. List Size	220 AMP
Battery min. (CCA)	Mfg. Std. List Size	730 CCA
Fuel		
Fuel Capacity min Liters(Gals)	List Standard	52 GAL
Exterior		
Paint	One Color Paint	ANY N/C PAINT
Mirrors	Manual Telescoping Trailer Mirrors	STANDARD
Doors & Windows		
Doors	2 Doors, 1 Keyed	STANDARD
Door Locks	Power Locks	LEVEL 1 - POWER GROUP
Windows	Power Windows	LEVEL 1 - POWER GROUP
Floor		
Floor Covering	Vinyl/Rubber	HD RUBBER FLOORING
Interior		
Air Conditioning	Front AC Req.	STANDARD
Radio	AM/FM	STANDARD
Tilt & Cruise	Tilt Wheel & Cruise Control	STANDARD
Seats		
Seating Capacity min.	3 Passenger	STANDARD
Seats	Cloth Bench Seat	CLOTH
Safety		
Brakes	4 Wheel Antilock/ List Disc/Drums	STANDARD
Restraint System All Pass	Req.	STANDARD
Air Bags Both Sides	Req.	STANDARD
Tires & Wheels		
Tires & Wheels	Mfg. Std. List Size	LT235/80R17E
Spare	Full Size Spare	TBB - FULL SIZE SPARE
Warranty		
Bumper to Bumper Warranty	List Warranty	36 MO / 36000 MILES
Drive Train Warranty	List Warranty	60 MO / 100000 MILES
	PURCHASE PRICE:	\$49,848
	3YR LEASE PRICE	\$1,560
	4YR LEASE PRICE	\$1,216
	5YR LEASE PRICE	\$1,087
	MSRP FOR BASE PRICE:	\$51,955

Category #25101507
 Item #100009341
 1 Ton Regular Cab/ Cab
 & Chassis

Dealer Name: JOHN VANCE MOTORS

Make Bidding: 2024 RAM
 Model Bidding: 3500 REG CHASSIS CAB
 Model Code: DD3L63

Body & Chassis	Enter Optional Equipment Description and Manufacturer Option Codes	Purchase Price	3YR LEASE PRICE	4YR LEASE PRICE	5YR LEASE PRICE
Chassis	Increase CA to 84"	\$1,494	\$47	\$36	\$33
Chassis	Increase CA to 108"	N/A	N/A	N/A	N/A
Single Rear Wheels	Add Single Rear Wheels/List GVW	SINGLE REAR WHEELS W/B4 IN. N/A FOR 24MY	N/A	N/A	N/A
Engine					
Engine Type	Larger Gas Engine List /Cyl/Liters/HP	N/A	N/A	N/A	N/A
Engine Type	Diesel Engine List Cyl/Liters/HP	6.7 LITER CUMMINS TURBO DIESEL	\$9,588	\$300	\$234
CNG Engine	List Size/HP/Liters	N/A	N/A	N/A	N/A
Transmission					
Four Wheel Drive	Add Four Wheel Drive (4WD) w/ skid plates	FOUR WHEEL DRIVE	\$3,998	\$125	\$98
Transmission	Manual Trans. List Size	N/A	N/A	N/A	N/A
PTO	Add PTO Provision	LBN - POWER TAKE OFF PREP	\$345	\$11	\$8
Drive Axle					
Differential Type/Ratio	Limited Slip/Locking Diff	DIFFERENTIAL TYPE/RATIO- STANDARD	\$0	\$0	\$0
Ratio	Optional Rear Ratio List	4.10 AXLE RATIO	\$145	N/A	N/A
Electrical					
Alternator	Larger Alternator List Amps	HD 220 AMP ALTERNATOR	\$0	\$0	\$0
Dual Alternator	Add Dual Alternator List Amps	DUAL ALTERNATORS-380 AMP GAS / 440 AMP DIESEL	\$285	\$9	\$7
Battery	Add Dual Batteries	REQUIRES DIESEL	\$0	\$0	\$0
Power	Add 12 Volt Power Supply to Cab	115V AUXILIARY POWER OUTLET	\$195	\$6	\$5
Lights	Add Spot Light Driver Side	DRIVER SIDE SPOT LIGHT	\$656	\$21	\$16
Lights	Add Daytime Running Lights	STANDARD	\$0	\$0	\$0
Lights	Disable Daytime Running Lights	N/A	N/A	N/A	N/A
Block Heater	Add Block Heater	ENGINE BLOCK HEATER	\$95	\$3	\$2
Exterior					
Side Steps	Black	BLACK STEPS	\$495	\$15	\$12
Side Steps	Chrome	CHROME STEPS	\$595	\$19	\$15
Trailer Mirrors	Delete Manual Telescoping Trailer Mirrors	N/A	N/A	N/A	N/A
Front Bumper	Add Chrome Front Bumper	CHROME APPEARANCE GROUP (WHEELS & BUMPERS)	\$1,820	\$57	\$44
Spot Mirror	Add Spot Mirror	N/A	N/A	N/A	N/A
Doors & Windows					
Door Locks & Windows	Power Door Locks/Windows	DELETE POWER WINDOWS & LOCKS	-\$635	-\$20	-\$15
Mirrors	Add Power Mirrors	INCLUDE IN THE BASE	\$0	\$0	\$0
Locks	Add Keyless Entry	INCLUDE IN THE BASE	\$0	\$0	\$0
Locks	Add Burglar Alarm	SECURITY ALARM	\$425	\$13	\$10
Keys	Cost of Additional Keys	EXTRA KEY/FOB	\$325	\$10	\$8
Tinted Windows	Add Deep Tinted Glass	DEEP TINTED GLASS	\$289	\$9	\$7
Floor					
Floor Covering	Carpet with Floor Mats	FLOOR CARPETING	\$150	\$5	\$4
Mats	HD Floor Mats/ Husky Type Front Only - Available only when ordered with carpet	HD RUBBER FLOOR MATS	\$125	\$4	\$3
Interior					
Air Conditioning	Delete AC	N/A	N/A	N/A	N/A
Radio	Add AM/FM CD	UBD - UCONNECT 5 w/ 8.4" DISPLAY AND BLUETOOTH	\$1,215	\$38	\$30
Upgrade	Upgrade to next Model Level	SLT OPTION PACKAGE - ONLY AVAL IN 4WD	\$5,880	\$184	\$143
Seats					
Seat	Delete Cloth	HD VINYL SEATING	\$0	\$0	\$0
Bucket Seats	Add Bucket Seats with Console	PREM BUCKET SEATS (REQS SLT PKG & 4WD)	\$1,290	\$40	\$31
Tires & Wheels					
Tires & Wheels	All Terrain Tires	ALL TERRAIN OFF ROAD TIRES	\$995	\$31	\$24
Wheels	Add Chrome/Aluminium	WHEELS (INCLUDED WITH CHROME BUMPERS)	\$0	\$0	\$0
Towing					
Hitch	Add Hitch Wiring, Receiver	N/A	N/A	N/A	N/A
Electric Brake Controller	Add Electric Brake Controller	TRAILER BRAKE CONTROL	\$465	\$15	\$11
Hooks	Add Front Tow Hooks	STANDARD	\$0	\$0	\$0
Delivery					
Delivery Cost	Price to Deliver Truck more than 150 miles	DELIVERY	\$200	\$6	\$5
Other					
Options not listed	Discount off MSRP for options not listed	4%			

Comparison Pricing: One ton chassis. State Contract Pricing for Chassis is \$49,848.00

shelbr.com/inventory/new-2024-ram-3500-chassis-cab-tradesman-2wd-reg-cab-b4-ca-167-5-wb-rwd-regular-cab-chassis-cab-3c7wrsb7rg222520/

SALES (540) 381-8417 SERVICE (540) 381-8612 PARTS (540) 381-8600

2260 Roanoke Street • Christiansburg, VA 24073

WYI SHELDON MOTOR MILLS

SPECIALS NEW VEHICLES PRE-OWNED VEHICLES FINANCING PARTS & SERVICE ABOUT US LOCATIONS

NEW 2024 RAM 8500 CHASSIS CAB TRADESMAN 2WD REG CAB B4 CA167.5 WB RWD REGULAR CAB CHASSIS-CAB

MSRP \$64,270
Dealer Discount \$4,282
Final Price \$59,988

Explore Payments
Value Trade-In
Check for extra savings
Get Pre-Approved

Jennifer
Shelbr Auto Group
I'm online! How can I help you with the 3500 Chassis CAB?

Build Your Deal Online
Save Time Obligation Free

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Accept
Decline
Language: English

sierrauto.com/inventory/New-2024-Ram-3500-Chassis_Cab-Tradesman-3C7WRSBJ0RG138473/

NEW VEHICLES USED VEHICLES WORK TRUCKS SELL MY CAR SPECIALS FINANCE SERVICE & PARTS #1197 (NO TITLE) VIDEOS ABOUT US

SIERRA GROUP > NEW > RAM > 3500 CHASSIS CAB > 3C7WRSBJ0RG138473

For a special offer on this vehicle

MONROVIA COJR
CALL 626-247-4712

New 2024 Ram 3500 Chassis Cab RWD
Tradesman Regular Cab Chassis-Cab 6-Speed Automatic w/OD
STOCK#: 8548473 | VIN#: 3C7WRSBJ0RG138473

MSRP \$54,935
As Little As \$842/month

Get Our Best Price

*First Name *Last Name
*Email
Phone

Get Our Best Price

Vehicle Summary
Condition: New

Vehicle Highlights

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Accept
Decline
Language: English

CITY OF BETHANY

From: Phil Stowell, Public Works Director
Date: March 5, 2024
Subject: Request approval to purchase a 2023 Ford F-150 XL Regular Cab truck from Vance Country Ford in the amount of \$33,785.00 State Contract Pricing and surplus Unit 54 a 2009 Ford F-150 VN# 1FPTF12V59KC52064.

BACKGROUND

This truck purchase was approved in the 2023-24 budget. This half-ton pickup truck will be assigned to the Park Department and will replace Unit 54, a 15-year-old vehicle with 118,000 miles on it. Fleet has identified Unit 54 as having significant internal engine and transmission issues as well as worn out door hinges and body panel damage.

RECOMMENDATION

1. Staff recommends approval to purchase.



ADDITIONAL COMMENTS

The amount \$36,000 was approved in the FY 2024 Budget for this purchase. This purchase price is below that amount. Three comparative quotes were received on this request. Funds will come from the Capital Improvements line item.

VANCE COUNTRY FORD

FLEET & GOVERNMENT SALES
 PO BOX 1600, GUTHRIE, OK 73044
 405-282-3800
 Ok Vendor #0000075466



QUOTE

DATE	2/9/2024
QUOTE NUMBER	000Q13502
EXPIRATION DATE	2/23/2024
SHIP VIA	Factory Order
TERMS	SW035 - STATE CONTRACT

SOLD TO:
City of Bethany

Phil Stowell
 PO BOX 1340
 Bethany, OK 73008
 (405)789-6285

SHIP TO:
City of Bethany

Phil Stowell
 PO BOX 1340
 Bethany, OK 73008
 (405)789-6285

Any Questions? Call 405-282-3800

Shauna Ford

shauna@vancefleet.com

Qty	OPTION	Description	Unit Price	Ext. Price
1	F1C	2023 Ford F-150 XL Regular Cab 4x2	\$31,528.00	\$31,528.00
1	2WD	Two-Wheel Drive	\$0.00	\$0.00
1	W41	141" Wheel Base Reg Cab w/8' Box	\$308.00	\$308.00
1	101A	Equipment Group	\$0.00	\$0.00
1	995	Engine: 5.0L V8	\$0.00	\$0.00
1	44G	Transmission: Electronic 10-Speed Automatic	\$0.00	\$0.00
1	XL3	Electronic Locking w/3.31 Axle Ratio	\$470.00	\$470.00
1	18B	Black Platform Running Boards	\$250.00	\$250.00
1	50S	Cruise Control	\$0.00	\$0.00
1	524	SYNC 4 w/Enhanced Voice Recognition	\$325.00	\$325.00
1	64C	Wheels: 17" Silver Steel	\$0.00	\$0.00
1	76R	Reverse Sensing System	\$264.00	\$264.00
1	942	Daytime Running Lamps	\$50.00	\$50.00
1	53B	Trailer Tow Package	\$315.00	\$315.00
1	67T	Trailer Brake Controller	\$275.00	\$275.00
1	AS	Black Medium Dark Slate, Vinyl 40/20/40 Front Seat	\$0.00	\$0.00
1	YZ	Oxford White	\$0.00	\$0.00
SubTotal:				\$33,785.00

Accepted By: _____

Terms:

THIS QUOTE DOES NOT GUARANTEE THE FACTORY WILL BUILD THE VEHICLE.

- 1) TAG & TAXES ARE NOT INCLUDED UNLESS ITEMIZED ON QUOTE
- 2) ALL REBATES & INCENTIVES HAVE BEEN INCLUDED IN TOTAL PRICE.
- 3) PURCHASE ORDER REQUIRED TO ORDER VEHICLE

SUB-TOTAL \$33,785.00

\$0.00

TOTAL DUE \$33,785.00

Comparative pricing. NOTE: trucks below are less equipped and more expensive than the truck being requested. Truck requested to have an 8' bed, trailer towing package, upgraded differential, running boards, reverse sensing system

2023 Ford F-150 XL Regular Cab RWD
 Norman, OK (1 mi away)
\$34,460
 MSRP \$39,950
 Dealer rating (24 reviews)

We are online [Chat](#)

Request information (405) 939-2543

Hello, my name is First name Last name and I'd like to know your best 2023 Ford F-150. I'm in the 73114 area. You can reach me by email at Email address or by phone at 123-456-7890 (optional)

Thank you!
[Add comments](#)

Email me new results for my search

2023 Ford F-150 XL Regular Cab RWD
 Edmond, OK (9 mi away) - Heater delivery available
\$36,070
 MSRP \$41,970
 Dealer rating (135 reviews)

We are online [Chat](#)

Request information (405) 470-9141

Hello, my name is First name Last name and I'd like to know your best 2023 Ford F-150. I'm in the 73008 area. You can reach me by email at Email address or by phone at 123-456-7890 (optional)

Thank you!
[Add comments](#)

Email me new results for my search

[Check availability](#)

Features

- Mileage 1
- Drivetrain 4x2

Category #25101507

Item # 1000009422

1/2 Ton Regular Cab

Dealer Name: COUNTRY FORD

Make Bidding: 2023 FORD

Model Bidding: F150 REGULAR CAB HALF TON

Model Code: F1C

Body & Chassis	Minimum Req.	Enter Vehicle Specification and Manufacturer Option Codes
Gross Vehicle Weight Rating	6400 # GVW	6200# GVWR
Wheelbase/CA	List	122" WHEELBASE
Bed	Standard Bed - 6 1/2'	6.5' BED
Engine		
Engine Type (Cylinder/Liter	8 Cyl/ List Liter/HP/Specs	5.0L / V8 / TBD /TBD
Alternate Fuel Engine	List Type	NA
Transmission		
Automatic	Automatic/List Type	10SPD AUTO
Drive Axle		
Primary Drive Axle	Rear Wheel Drive	REAR WHEEL DRIVE
Differential Type/Ratio	Reg. / List Ratio	3.15 REG REAR AXLE
Electrical		
Alternator/Min (amps)	Mfg. Std. List Size	200AMP
Battery min. (CCA)	Mfg. Std. List Size	610CCA
Fuel		
Fuel Capacity min Liters(Gals)	Mfg. Std. List Amount in Gallons	26GALLON
Exterior		
Paint	One Color Paint	STANDARD
Doors & Windows		
Doors	4 Doors	2 DOORS
Door Locks	Power Locks, Keyless Entry	85A POWER EQUIP GROUP
Windows	Power Windows	85A POWER EQUIP GROUP
Mirrors	Power Mirrors	85A POWER EQUIP GROUP
Floor		
Floor Covering	Vinyl/Rubber	VINYL FLOOR COVERING
Interior		
Air Conditioning	Front AC Req.	STANDARD
Radio	AM/FM	STANDARD
Tilt & Cruise	Tilt Wheel & Cruise Control	60S TILT AND CRUISE
Seats		
Seating Capacity min.	2 Passenger	3 PASSENGER
Seats	Cloth Bench Seat	CLOTH 40/2/40 SPLIT BENCH
Safety		
Brakes	4 Wheel Antilock/ List Disc/Drums	4 WHEEL DISC ANTI LOCK BRAKES
Restraint System All Pass	Req.	3 SEAT BELTS
Air Bags Both Sides	Req.	2 FRONT 2 SIDE SEAT 2 SIDE CURTAIN 6 TOTAL
Tires & Wheels		
Tires & Wheels	Mfg. Std. List Size	245/70R17 ALL SEASON
Spare	Full Size Spare	FULL SIZE SPARE
Warranty		
Bumper to Bumper Warranty	List Warranty	36MONTHS / 36,000MILES
Drive Train Warranty	List Warranty	60MONTHS / 60,000MILES
PURCHASE PRICE:		\$31,528
3YR LEASE PRICE		\$971
4YR LEASE PRICE		\$754
5YR LEASE PRICE		\$624
MSRP FOR BASE PRICE:		\$37,715

Category #25101507

Item # 100009422

1/2 Ton Regular Cab

Dealer Name: VANCE COUNTRY FORD

Make Bidding: 2023 FORD

Model Bidding: F150 REGULAR CAB HALF TON

Model Code: F1C

Engine		Enter Optional Equipment Description and Manufacturer Option Codes	PURCHASE PRICE
Engine Type	Larger V8 Gas Engine List /Cyl/Liters/HP	3.5L ECOBOOST / V6 / TUBO / TBD / TBD	\$597
Engine Type	Smaller V6 Gas Engine List /Cyl/Liters/HP	3.3L / V6 /TBD / TBD	-\$1,350
CNG Engine	List Size/Liters/HP, List Installer	NA	NA
Body & Chassis			
Shorter Bed	Short Bed - 5 1/2'	NA	NA
Longer Bed	Long Bed - 6 1/2'	STANDARD	\$0
Longer Bed	Long Bed - 8'	141" WHEELBASE	\$308
Bed Delete	Delete Bed	NA	NA
Drive Axle			
Differential Type/Ratio	Add Limited Slip/Locking Diff	XL0 3.55 ELEC LOCKING REAR AXLE	\$470
Ratio	Optional Rear Ratio List	XL6 3.73 ELEC LOCKING REAR AXLE	\$570
Transmission			
Four Wheel Drive (4WD)	Add Four Wheel Drive w/ skid plates	F1E FOUR WHEEL DRIVE 413 SKID PLATES	\$5,241
Electrical			
Alternator	Larger Alternator List Amps	NA	NA
Lights	Add Spot Light Driver Side Only	DRIVERS SIDE SPOTLIGHT	\$589
Lights	Add Daytime Running Lights	942 DRL SWITCH ON / OFF	\$50
Lights	Disable Daytime Running Lights	942 DRL SWITCH ON / OFF	\$50
Block Heater	Add Block Heater	41H BLOCK HEATER	\$90
Exterior			
Side Steps	Black	18B BLACK SIDE STEPS	\$250
Side Steps	Chrome	18C CHROME RUNNING BOARDS	\$635
Trailer Mirrors	Manual Telescoping Trailer Mirrors	54Y TRAILER TOW MIRRORS	\$390
Front Bumper	Add Chrome Front Bumper	88A CHROME APP PACKAGE	\$716
Rear Bumper	Add Chrome Rear Bumper	INC W/ FRONT BUMER	\$0
Custom Paint Color	Chrome Yellow (Per FAA Guidelines)	SCHOOL BUS YELLOW	\$0
Doors & Windows			
Door Locks & Windows	Delete Power Door Locks/Windows	N/A	N/A
Locks	Delete Keyless Entry	N/A	N/A
Locks	Add Burglar Alarm	BURGLAR ALARM	\$489
Keys	Cost of Additional Keys	ADDITIONAL KEY AND REMOTE (EACH)	\$297
Tinted Windows	Add Deep Tinted Glass	DEEP TINTED GLASS	\$189
Mirrors	Add Power Mirrors	STANDARD	\$0
Mirrors	Add Trailing Mirrors	54Y TRAILER TOW MIRRORS	\$390
Floor			
Floor Covering	Carpet with Floor Mats	168 CARPET W/ FLOOR MATS	\$152
Mats	HD Floor Mats/ Husky Type Front Only - Available only when ordered with carpet	ALL WEATHER FLOOR MATS	\$196
Interior			
Air Conditioning	Delete AC	NA	NA
Radio	Add AM/FM CD	524 SYNC 4 AM/FM/ BLUETOOTH USB	\$325
Special Services Package	Special Services Package Model Change	N/A	N/A
Seats			
Seat	Delete Cloth	40/20/40 VINYL SPLIT BENCH SEAT	\$0
Bucket Seats	Add Bucket Seats with Console	88W CLOTH BUCKETS W/ FLOW THRU AC	\$295
Suspension			
Suspension/Shocks	Add HD Suspension / List GWW	NA	NA
Tires & Wheels			
Tires & Wheels	All Terrain Tires	T7C LT245/70R17E ALL TERRAIN TIRES	\$295
Wheels	Add Chrome/Aluminium	ALUMINUM WHEELS REQ CHROME BUMPERS	\$0
Spare Tire Lock	Add Factory Spare Tire Lock	STANDARD	\$0
Towing			
Hitch	Add Hitch, Wiring, Receiver	53B CLASS IV TRAILER HITCH W 7/4WAY WIRING	\$315
Electric Brake Controller	Add Electric Brake Controller	67T TRAILER BRAKE CONTROL	\$275
Hooks	Add Front Tow Hooks	STANDARD ON 4X4	\$0
Delivery			
Delivery Cost	Price to Deliver Truck more than 150 miles	DELIVERY MORE THAN 150 MILES	\$200
Other			
Options not listed	Discount off MSRP for options not listed		4%



Official signed contract documents are on file with OMES-Central Purchasing.

Contract Title: Vehicles

Statewide Contract # : SW 0035

Contract Issuance Date: 02/08/2021

Total Number of Vendors: 8 *(For details see: Vendor Information Sheet)*

Contract Period: 02/08/2021 through 02/07/2022

Agreement Period: 02/08/2021 through 02/07/2026

Authorized Users: **All State agencies and Affiliates may avail themselves of this contract.**

Contract Priority: This is a Mandatory Contract

Type of Contract:

OMES-CP Contact: Joseph Farani **Title:** Contracting Officer

Phone: 1 - 405 - 550 - 1386 **Email:** joseph.farani@omes.ok.gov



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

Statewide Contract #: SW0035

PeopleSoft Contract ID: See Below

Contract Title: Vehicles

Contract Issuance Date: 02/08/2021

Contract Supplier: See below

Addendum # 54

Addendum Date: 02/01/2024

OMES Point of Contact:

Contracting Officer: Lisa Bradley

Phone Number: 405-522-4480

E-mail address: Lisa.bradley@omes.ok.gov

Addendum Information:

This contract has been renewed for the period of 02/08/2024 through 02/07/2025.

Bob Howard Dodge VID# 0000076031, PS 0-6069 405-936-8814 Tom Ayers	Bob Moore Ford VID# 0000064119, PS 0-6101 405-505-6824 John Tracy	Carter Chevrolet VID#0000073073, PS 0-6070 405-263-1102 Kim Hawkins
Confidence Ford VID#0000547316, PS 0-6479 405-307-6410 Scott Womack	Holt Truck VID# 0000541217, PS 0-6413 918-284-2297 James Patchen	Joe Cooper Chevrolet VID# 0000337830, PS 0-6071 405-740-9546 Dee or Ryan Roberson
Joe Cooper Ford VID# 0000186106, PS 0-6081 405-737-3389 Dee or Ryan Roberson	John Vance Motors VID# 0000074088, PS 0-6100 405-282-3800 Heather Maker	United/Bill Knight Ford VID# 0000300339, PS 0-6068 918-526-2392 Greg Herring

(Continued on next page)

Vance CBG

VID# 0000552011, PS 0-6803

405-282-3800

Heather Maker

Vance Chevrolet

VID# 0000075922, PS 0-6074

405-282-3800

Heather Maker

Vance Country Ford

VID# 0000075466, PS 0-6075

405-282-3800

Heather Maker

CITY OF BETHANY

From: Elizabeth A. Gray, City Manager
Date: 03/05/2024
Subject: FY 2025 Budget 1st Draft

BACKGROUND

To begin the budgeting process, in December, budget worksheets were distributed to the City's Department Directors and 2024 revenue estimated were prepared. The directors submitted their budget requests which were compiled by the Finance Director. Meetings were held between the Directors and Finance Director and City Manager. The result of these efforts is the enclosed draft budget.

The next steps in the budget process are continued revisions to proposed expense amounts, meetings with individual councilmembers, a budget fair in April, presentation of the budget for a public hearing, and finally presentation of the budget for adoption.

RECOMMENDATION

No action necessary.

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

ADDITIONAL COMMENTS

March 5, 2024

Preliminary Budget Submittal Notes:

- Revenues were calculated as flat, except for Water and Sewer rates which reflect the new water rates.
- Salary amounts are calculated with 4% step raises, with no other proposed changes to the pay plan.
- 25% of the estimated sales tax dedicated to the Capital Improvement fund is set aside for the Streets Sidewalk and Drainage fund as directed by Council.
- The amount budgeted for payments to the Bethany-Warr Acres Public Works Authority should be enough to cover payments for Bethany's portion of the proposed \$30 million dollar loan but is subject to change as the BWA-PWA's budget is developed.
- We will continue to adjust current year projections as we receive updated historical information.
- The transfer from the Public Works Authority to the General Fund is included at \$2,600,000.
- This initial version of the budget has the General Fund Expenditures exceeding the Revenues by \$313,628. We are currently holding departmental budget meetings to identify areas of cost savings.

GENERAL FUND
FY 2025 FINANCIAL SUMMARY

FINANCIAL SUMMARY

	<u>Actual FY 23</u>	<u>Budget FY24B</u>	<u>Estimate FY24E</u>	<u>Budget FY25</u>
<u>Revenue</u>				
Carryover From Previous Year	\$ 6,205,030	\$ 6,783,712	\$ 6,783,712	\$ 5,891,580
Total Operating Revenue	10,007,190	10,630,650	10,599,188	10,599,188
Operating Transfer From Public Works	2,515,470	2,150,000	2,150,000	2,600,000
Transfers From Other Funds	<u>319,000</u>	<u>178,894</u>	<u>178,894</u>	<u>178,894</u>
Revenue Available for Appropriation	<u>\$ 19,046,690</u>	<u>\$ 19,743,256</u>	<u>\$ 19,711,794</u>	<u>\$ 19,269,662</u>
<u>Expenditures</u>				
Maintenance and Operations	\$ 10,844,933	\$ 12,098,547	\$ 11,468,644	\$ 12,815,100
Capital Expenditures	339,642	461,819	623,450	231,300
Contingency	-	606,000	90,000	380,000
Transfer CIP Pledged Sales Tax	1,078,403	1,123,120	1,123,120	1,123,120
Transfer to Capital Improvement Fund	-	420,000	420,000	-
Transfer To Other Funds	<u>-</u>	<u>95,000</u>	<u>95,000</u>	<u>95,000</u>
Total Expenditures and Transfers	<u>\$ 12,262,978</u>	<u>\$ 14,804,486</u>	<u>\$ 13,820,214</u>	<u>\$ 14,644,520</u>
FB Carryover to Next Fiscal Year	<u>\$ 6,783,712</u>	<u>\$ 4,938,770</u>	<u>\$ 5,891,580</u>	<u>\$ 4,625,142</u>
Restricted Funds	<u>\$ (1,456,835)</u>	<u>\$ (1,456,835)</u>	<u>\$ (1,456,835)</u>	<u>\$ (1,456,835)</u>
Stabilization Reserve	<u>\$ (3,932,838)</u>	<u>\$ (3,481,935)</u>	<u>\$ (3,481,935)</u>	<u>\$ (3,481,935)</u>
Unreserved Unrestricted Fund Balance	<u>\$ 1,394,039</u>	<u>\$ (0)</u>	<u>\$ 952,810</u>	<u>\$ (313,628)</u>

**GENERAL FUND
FY 2025 SUMMARY OF REVENUES**

SUMMARY OF REVENUES AND TRANSFERS IN

	Actual FY23	Approved Budget FY24B	Year-End Estimate FY24E	Budget FY25
Operating Revenue				
Sales Tax	\$ 5,762,304	\$ 6,038,704	\$ 6,002,958	6,002,958.00
Franchise-ONG/OG&E	598,920	751,061	883,630	883,630.00
Ordinance-Telephone	18,792	24,038	77,083	77,083.00
Franchise-Cable	129,504	105,852	60,454	60,454.00
Hotel tax	62,182	53,583	57,113	57,113.00
Use Tax	1,241,227	1,340,722	1,467,631	1,467,631.00
Subtotal Taxes	<u>\$ 7,812,929</u>	<u>\$ 8,313,960</u>	<u>\$ 8,548,869</u>	<u>\$ 8,548,869</u>
Occupation	\$ 38,100	\$ 28,119	\$ 50,345	50,345.00
Building Permits	48,453	28,246	54,934	54,934.00
Inspection Fees & Permits	37,608	33,446	71,405	71,405.00
Zoning Permits	125	1,094	-	-
Subtotal Licenses & Permits	<u>\$ 124,286</u>	<u>\$ 90,905</u>	<u>\$ 176,684</u>	<u>\$ 176,684</u>
Alcohol Beverage Tax	\$ 56,190	\$ 57,391	\$ 53,832	53,832.00
Tobacco Tax	45,965	42,592	38,671	38,671.00
Gasoline Tax	36,959	37,049	37,354	37,354.00
Motor Vehicle Tax	151,066	139,694	131,772	131,772.00
Subtotal Intergovernmental Revenue	<u>\$ 290,180</u>	<u>\$ 276,726</u>	<u>\$ 261,629</u>	<u>\$ 261,629.00</u>
Accounting Dept Revenues	\$ 19,800	\$ 26,400	\$ 26,400	26,400.00
Emergency Medical call services fee	287,166	279,415	280,831	280,831.00
Stormwater compliance fee	333,655	323,352	324,218	324,218.00
Swimming Pool	-	-	-	-
Subtotal Charges for Services	<u>\$ 640,621</u>	<u>\$ 629,167</u>	<u>\$ 631,449</u>	<u>\$ 631,449</u>
Police Fines and Court Costs	745,014	813,252	641,844	641,844.00
Total Police Fines & Court Costs	<u>\$ 745,014</u>	<u>\$ 813,252</u>	<u>\$ 641,844</u>	<u>\$ 641,844</u>
Cemetery Lot Sales	\$ 32,500	\$ 34,200	\$ 11,880	11,880.00
Economic Dev Promo and Event Revenue	-	-	288	288.00
Interest on Investments	11,451	13,515	29,472	29,472.00
Mineral Rights & Royalties	30,432	34,853	11,086	11,086.00
Grant Revenue	153,065.00	134,000	41,434	41,434.00
State on Behalf Payments	-	-	-	-
Reimbursements	46,499	30,386	26,119	26,119.00
OMAG Reimbursements	40,387	48,483	-	-
Credit Card Fees	8,584	102,913	101,986	101,986.00
Misc. - Other	71,242	108,290	116,448	116,448.00
Subtotal Miscellaneous Revenue	<u>\$ 394,160</u>	<u>\$ 506,640</u>	<u>\$ 338,713</u>	<u>\$ 338,713</u>

	Total Operating Revenue	\$ 10,007,190	\$ 10,630,650	\$ 10,599,188	\$ 10,599,188
	Transfers From Other Sources				
	Transfer from Public Safety Fund	317,000	168,894	-	168,894
	Transfer from E-911 Fund	-	10,000	-	10,000
	Transfer from Juvenile Justice Fund	-	-	-	-
	Transfer From BEDA	2,000	-	-	-
	Total Transfers	<u>\$ 319,000</u>	<u>\$ 178,894</u>	<u>\$ -</u>	<u>\$ 178,894</u>
	Total General Fund Revenue	<u>\$ 10,326,190</u>	<u>\$ 10,809,544</u>	<u>\$ 10,599,188</u>	<u>\$ 10,778,082</u>
	Fund Balance Appropriated	-	1,660,838	1,108,026	1,087,544
	Total Funds Appropriated	\$ 10,326,190	\$ 12,470,382	\$ 11,707,214	\$ 11,865,626

**GENERAL FUND
DEPARTMENTAL SUMMARY OF EXPENDITURES AND TRANSFERS**

DEPARTMENTAL SUMMARY OF EXPENDITURES AND TRANSFERS

Department	Actual FY23	Approved Budget FY24B	Year-End Estimate FY24E	Budget FY25
Management	\$ 844,115	\$ 1,039,918	\$ 956,544	\$ 990,500
Finance	396,672	429,104	391,596	441,087
Municipal Court	575,146	620,082	549,316	656,560
Engineering	121,421	351,000	209,000	209,000
Police	4,558,368	4,694,394	4,623,834	5,157,939
Fire	2,743,588	2,910,684	3,062,039	3,181,990
Community Development	557,974	620,108	566,822	689,547
Public Works	951,848	1,289,309	1,375,362	1,091,343
Parks	440,089	600,557	494,581	628,434
Contingency	-	606,000	-	380,000
Total Gen Fund Expenditures	\$ 11,189,221	\$ 13,161,156	\$ 12,229,094	\$ 13,426,400
Transfers In				
Transfer In- BEDA				
Transfer In- BPWA Operating	2,515,470	2,150,000	2,150,000	2,600,000
Transfer In- Public Safety Fund		168,894	-	168,894
Transfer In- E911 Fund	-	-	-	10,000
Transfer In- Juvenile Justice Fund	-	10,000	10,000	-
Total Transfers In	\$ 2,515,470	\$ 2,328,894	\$ 2,160,000	\$ 2,778,894
Transfers Out				
Transfer Out- Pledged Sales Tax CIP	\$ 1,078,403	\$ 1,123,120	\$ 1,123,120	1,123,120.00
Transfer Out - Capital Improvement Fund	\$ -	\$ 420,000	\$ 420,000	\$ -
Transfer Out- BEDA Hotel Tax	75,000	75,000	75,000	75,000
Transfer Out- BDA	-	20,000	20,000	20,000
Total Transfers Out	1,153,403	1,638,120	1,638,120	1,218,120
Total Transfers In/Out	\$ (1,362,067)	\$ (690,774)	\$ (521,880)	\$ (1,560,774)
Total Expenditures and Transfers	\$ 9,827,154	\$ 12,470,382	\$ 11,707,214	\$ 11,865,626

**GENERAL FUND
SUMMARY OF EXPENDITURES BY OBJECT CODE**

SUMMARY OF EXPENDITURES BY OBJECT CODE

Expenditure Classification	Actual FY23	Approved Budget FY24B	Year-End Estimate FY24E	Budget FY25
100 Personal Service				
100 Salaries	\$ 6,056,072	\$ 6,244,132	\$ 6,186,387	\$ 6,815,498
101 Allowances	180,163	202,874	164,916	199,322
102 FICA & Medicare	361,729	378,747	364,430	424,669
103 Retirement	700,098	737,358	726,383	804,144
104 Insurance - Employee	1,179,890	1,312,265	1,204,456	1,327,098
105 Membership, Travel & Training	98,088	126,750	112,017	128,122
106 Overtime	238,275	224,044	223,094	227,861
Total 100 Personal Service	\$ 8,814,315	\$ 9,226,170	\$ 8,981,683	\$ 9,926,714
200 Materials & Supplies				
210 Office Supplies	\$ 23,070	\$ 33,550	\$ 41,412	\$ 45,948
211 Janitor Supplies	6,379	9,250	5,561	8,170
212 Maintenance Supplies	157,553	179,905	130,490	184,948
213 Fuel & Lubricants	137,330	173,432	135,560	155,992
214 Small Tools	2,592	11,000	1,500	11,000
215 Chemicals	5,981	3,000	7,302	5,000
216 Fees and Materials	4,028	5,000	4,226	8,000
Total 200 Materials & Supplies	\$ 336,933	\$ 415,137	\$ 326,051	\$ 419,058
300 Other Services & Charges				
340 Professional Services	\$ 410,480	\$ 800,701	\$ 688,763	\$ 758,034
341 Utilities	255,702	335,500	247,065	323,900
342 Maintenance Contractual	248,030	331,238	301,680	330,600
342.1 Vehicle Repair	40,475	45,000	36,734	43,000
343 Insurance - Property	106,332	149,434	117,838	203,817
345 911 Service Charges	1,763	10,000	538	15,000
345 Abatement Costs	9,993	30,000	10,082	40,000
347 Economic Development	65,987	78,500	66,000	66,000
350 Advertising and Promotions	2,863	3,000	3,000	3,000
351 IT and Technology Expenses	216,751	301,021	371,462	311,800
Animal Control	22,283	26,650	22,538	28,000
352 Dues and Fees	233,553	246,096	235,625	245,877
353 Software License and Support	79,473	100,100	59,585	100,300
Total 300 Services & Charges	\$ 1,693,685	\$ 2,457,240	\$ 2,160,910	\$ 2,469,328
Subtotal Maintenance and Operations	\$ 10,844,933	\$ 12,098,547	\$ 11,468,644	\$ 12,815,100

**GENERAL FUND
SUMMARY OF EXPENDITURES BY OBJECT CODE**

SUMMARY OF EXPENDITURES BY OBJECT CODE

400 Capital Expenditures				
401 Office Equipment	\$ 5,061	\$ 6,700	\$ 2,450	\$ 9,300
402 Motor Vehicles & Machinery	134,162	150,000	135,000	135,000
403 Other Equipment	195,526	19,119	-	-
404 Projects	4,893	280,000	480,000	81,000
405 Council Chambers	-	6,000	6,000	6,000
	<hr/>	<hr/>	<hr/>	<hr/>
Total 400 Capital Expenditures	\$ 339,642	\$ 461,819	\$ 623,450	\$ 231,300
500 Contingency				
501 Operating Contingency	\$ -	\$ 250,000	\$ -	\$ 250,000
502 Capital Contingency	-	136,000	-	-
503 Disaster/Emergency Contingency	-	-	-	-
504 Employee Severance Contingency	-	90,000	-	-
505 Compensated Absence Contingency	-	80,000	-	80,000
506 Litigation Contingency	-	50,000	-	50,000
507 Restricted Capital Contingency	-	-	-	-
508 Restricted Emergency Contingency	-	-	-	-
509 Restricted OPEB Contingency	-	-	-	-
	<hr/>	<hr/>	<hr/>	<hr/>
Total 500 Contingency	\$ -	\$ 606,000	\$ -	\$ 380,000
Total Expenditures	\$ 11,184,575	\$ 13,166,366	\$ 12,092,094	\$ 13,426,400

**1.0 Management - General Fund
Departmental Summary**

Expenditure Classification	Actual FY23	Approved Budget FY24B	Year-End Estimate FY24E	Budget FY25
100 Personal Service				
100 Salaries	\$ 351,433	\$ 340,000	\$ 366,230	373,000.00
101 Allowances	4,901	5,000	5,294	5,500.00
102 FICA & Medicare	25,591	26,010	26,834	29,000.00
103 Retirement	36,506	38,000	37,166	39,000.00
104 Insurance - Employee	41,358	50,400	41,047	44,000.00
105 Membership, Travel & Training	36,243	37,200	37,200	37,200.00
106 Overtime	-	-	-	-
Total 100 Personal Service	<u>\$ 496,032</u>	<u>\$ 496,610</u>	<u>\$ 513,771</u>	<u>\$ 527,700</u>
200 Materials & Supplies				
210 Office Supplies	\$ 9,383	\$ 5,000	\$ 23,297	15,000.00
211 Janitor Supplies	935	500	492	500.00
212 Maintenance Supplies	1,710	2,000	1,279	2,000.00
213 Fuel & Lubricants	1,264	2,000	1,255	2,000.00
214 Small Tools	-	-	-	-
215 Chemicals	-	-	-	-
Total 200 Materials & Supplies	<u>\$ 13,292</u>	<u>\$ 9,500</u>	<u>\$ 26,323</u>	<u>\$ 19,500</u>
300 Other Services & Charges				
340 Professional Services	\$ 182,927	\$ 314,337	\$ 203,000	203,000.00
341 Utilities	27,672	34,000	32,000	35,700.00
342 Maintenance Contractual	19,141	25,000	30,000	30,000.00
343 Insurance - Property	6,824	23,200	15,000	23,200.00
344 Refunds	-	-	-	-
350 Advertising & Promotion	2,863	3,000	3,000	3,000.00
351 IT and Technology Expenses	78,598	118,821	118,000	129,800.00
353 Software Licenses and Support	-	7,000	7,000	7,300.00
Total 300 Services & Charges	<u>\$ 318,025</u>	<u>\$ 525,358</u>	<u>\$ 408,000</u>	<u>\$ 432,000.00</u>
Subtotal Maintenance & Operations	<u>\$ 827,349</u>	<u>\$ 1,031,468</u>	<u>\$ 948,094</u>	<u>\$ 979,200</u>
400 Capital Expenditures				
401 Office Equipment	\$ 2,091	\$ 2,450	\$ 2,450	5,300.00
403 Other Equipment	-	-	-	-
404 Projects	14,675	-	-	-
405 Council Chambers	-	6,000	6,000	6,000.00
Total 400 Capital Expenditures	<u>\$ 16,766</u>	<u>\$ 8,450</u>	<u>\$ 8,450</u>	<u>\$ 11,300</u>
500 Contingency				
501 Operating Contingency	\$ -	\$ -	\$ -	\$ -
502 Capital Contingency	-	-	-	-
Total 500 Contingency	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Expenditures	<u>\$ 844,115</u>	<u>\$ 1,039,918</u>	<u>\$ 956,544</u>	<u>\$ 990,500</u>

1.0 Management and General Government

**2.0 Finance - General Fund
Departmental Summary**

2.0 Finance - General Fund

Expenditure Classification	Actual FY23	Approved Budget FY24B	Year-End Estimate FY24E	Budget FY25
100 Personal Service				
100 Salaries	\$ 244,820	\$ 231,000	\$ 243,221	252,950.00
101 Allowances	1,447	1,400	1,805	1,900.00
102 FICA & Medicare	17,426	18,204	17,316	19,351.00
103 Retirement	20,699	20,500	20,558	22,386.00
104 Insurance - Employee	40,113	40,000	39,523	40,000.00
105 Membership, Travel & Training	1,168	2,000	838	2,000.00
106 Overtime	-	500	-	-
Total 100 Personal Service	<u>\$ 325,673</u>	<u>\$ 313,604</u>	<u>\$ 323,261</u>	<u>\$ 338,587</u>
200 Materials & Supplies				
210 Office Supplies	\$ 1,795	\$ 3,500	\$ 3,340	3,500.00
211 Janitor Supplies	-	-	-	-
212 Maintenance Supplies	-	-	-	-
213 Fuel & Lubricants	-	-	-	-
214 Small Tools	-	-	-	-
216 Financial Fees	2,080	-	-	2,000.00
Total 200 Materials & Supplies	<u>\$ 3,875</u>	<u>\$ 3,500</u>	<u>\$ 3,340</u>	<u>\$ 5,500</u>
300 Other Services & Charges				
340 Professional Services	\$ 29,077	\$ 46,000	\$ 26,203	30,000.00
341 Utilities	-	-	-	-
342 Maintenance Contractual	2,947	25,000	900	23,000.00
342.1 Vehicle Repair	-	-	-	-
343 Insurance - Property	-	-	-	-
344 Refunds	-	-	-	-
353 Software Licenses and Support	35,100	37,000	37,892	40,000.00
Total 300 Services & Charges	<u>\$ 67,124</u>	<u>\$ 108,000</u>	<u>\$ 64,995</u>	<u>\$ 93,000</u>
Subtotal Maintenance & Operations	<u>\$ 396,672</u>	<u>\$ 425,104</u>	<u>\$ 391,596</u>	<u>\$ 437,087</u>
400 Capital Expenditures				
401 Office Equipment	\$ -	\$ 4,000	\$ -	\$ 4,000
402 Motor Vehicles & Machinery	-	-	-	-
403 Other Equipment	-	-	-	-
404 Projects	-	-	-	-
Total 400 Capital Expenditures	<u>\$ -</u>	<u>\$ 4,000</u>	<u>\$ -</u>	<u>\$ 4,000</u>
Total Expenditures	<u>\$ 396,672</u>	<u>\$ 429,104</u>	<u>\$ 391,596</u>	<u>\$ 441,087</u>

3.0 Municipal Court - General Fund
Departmental Summary

Expenditure Classification	Actual FY23	Approved Budget FY24B	Year-End Estimate FY24E	Budget FY25
100 Personal Service				
100 Salaries	\$ 381,415	\$ 364,391	\$ 338,573	315,000.00
101 Allowances	23,243	22,760	15,540	960.00
102 FICA & Medicare	29,464	29,161	25,594	23,000.00
103 Retirement	30,683	29,337	26,969	25,000.00
104 Insurance - Employee	48,422	54,593	41,006	49,200.00
105 Membership, Travel & Training	2,099	5,800	1,200	5,900.00
106 Overtime	-	-	-	-
Total 100 Personal Service	<u>\$ 515,326</u>	<u>\$ 506,042</u>	<u>\$ 448,882</u>	<u>\$ 419,060</u>
200 Materials & Supplies				
210 Office Supplies	\$ 2,064	\$ 5,300	\$ 1,013	5,700.00
211 Janitor Supplies	-	1,300	329	900.00
212 Maintenance Supplies	55	1,300	427	1,500.00
213 Fuel & Lubricants	5	1,500	14	1,500.00
214 Small Tools	-	-	-	-
215 Chemicals	-	-	-	-
Total 200 Materials & Supplies	<u>\$ 2,124</u>	<u>\$ 9,400</u>	<u>\$ 1,783</u>	<u>\$ 9,600</u>
300 Other Services & Charges				
340 Professional Services	\$ 3,372	\$ 12,860	\$ 35,124	75,600.00
341 Utilities	12,066	10,500	14,000	13,000.00
342 Maintenance Contractual	30,292	53,180	30,000	51,300.00
342.1 Vehicle Repair	1,292	5,000	-	3,000.00
343 Insurance - Property	4,874	7,000	4,834	75,000.00
344 Refunds	-	-	-	-
353 Software Licenses and Support	5,800	16,100	14,693	10,000
Total 300 Services & Charges	<u>\$ 57,696</u>	<u>\$ 104,640</u>	<u>\$ 98,651</u>	<u>\$ 227,900</u>
Subtotal Maintenance & Operations	<u>\$ 575,146</u>	<u>\$ 620,082</u>	<u>\$ 549,316</u>	<u>\$ 656,560</u>
400 Capital Expenditures				
401 Office Equipment	\$ -	\$ -	\$ -	\$ -
402 Motor Vehicles & Machinery	-	-	-	-
403 Other Equipment	-	-	-	-
404 Projects	-	-	-	-
Total 400 Capital Expenditures	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Expenditures	<u>\$ 575,146</u>	<u>\$ 620,082</u>	<u>\$ 549,316</u>	<u>\$ 656,560</u>

3.0 Legal and Municipal Court - General Fund

**4.0 Engineering - General Fund
Departmental Summary**

4.0 Engineering Service - General Fund

Expenditure Classification	Actual FY23	Approved Budget FY24B	Year-End Estimate FY24E	Budget FY25
100 Personal Service				
100 Salaries	\$ -	\$ -	\$ -	\$ -
101 Allowances			-	-
102 FICA & Medicare			-	-
103 Retirement			-	-
104 Insurance - Employee			-	-
105 Membership, Travel & Training			-	-
106 Overtime			-	-
Total 100 Personal Service	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
200 Materials & Supplies				
210 Office Supplies	\$ -	\$ -	\$ -	\$ -
211 Janitor Supplies			-	-
212 Maintenance Supplies			-	-
213 Fuel & Lubricants			-	-
214 Small Tools			-	-
215 Chemicals			-	-
Total 200 Materials & Supplies	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
300 Other Services & Charges				
340 Professional Services	\$ 120,680	\$ 350,000	\$ 208,000	208,000.00
341 Utilities			-	-
342 Maintenance Contractual	741	1,000	1,000	1,000.00
342.1 Vehicle Repair			-	-
343 Insurance - Property			-	-
344 Refunds			-	-
Total 300 Services & Charges	<u>\$ 121,421</u>	<u>\$ 351,000</u>	<u>\$ 209,000</u>	<u>\$ 209,000</u>
Subtotal Maintenance & Operations	<u>\$ 121,421</u>	<u>\$ 351,000</u>	<u>\$ 209,000</u>	<u>\$ 209,000</u>
400 Capital Expenditures				
401 Office Equipment	\$ -	\$ -	\$ -	\$ -
402 Motor Vehicles & Machinery			-	-
403 Other Equipment			-	-
404 Projects			-	-
Total 400 Capital Expenditures	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Expenditures	<u>\$ 121,421</u>	<u>\$ 351,000</u>	<u>\$ 209,000</u>	<u>\$ 209,000</u>

**5.0 Police - General Fund
Departmental Summary**

5.0 Police Department - General Fund

Expenditure Classification	Actual FY23	Approved Budget FY24B	Year-End Estimate FY24E	Budget FY25
100 Personal Service				
100 Salaries	\$ 2,465,026	\$ 2,551,516	\$ 2,653,759	2,931,525.00
101 Allowances	89,113	97,922	87,204	112,415.00
102 FICA & Medicare	190,641	195,191	200,141	238,720.00
103 Retirement	294,186	304,726	314,897	351,779.00
104 Insurance - Employee	526,430	580,000	528,110	580,000.00
105 Membership, Travel & Training	26,324	45,000	49,757	47,000.00
106 Overtime	133,254	114,000	94,198	114,000.00
Total 100 Personal Service	<u>\$ 3,724,974</u>	<u>\$ 3,888,355</u>	<u>\$ 3,928,066</u>	<u>4,375,439.00</u>
200 Materials & Supplies				
210 Office Supplies	\$ 6,993	\$ 7,000	\$ 5,546	7,000.00
211 Janitor Supplies	2,305	2,500	1,538	2,500.00
212 Maintenance Supplies	50,211	46,000	21,809	51,000.00
213 Fuel & Lubricants	71,874	90,210	70,507	80,000.00
214 Small Tools	-	-	-	-
215 Chemicals	-	-	-	-
Total 200 Materials & Supplies	<u>\$ 131,383</u>	<u>\$ 145,710</u>	<u>\$ 99,400</u>	<u>\$ 140,500</u>
300 Other Services & Charges				
340 Professional Services	\$ 15,524	\$ 20,000	\$ 14,892	20,000.00
341 Utilities	30,183	50,000	19,920	50,000.00
342 Maintenance Contractual	28,887	31,000	22,015	31,000.00
342.1 Vehicle Repair	39,183	40,000	36,734	40,000.00
343 Insurance - Property	69,726	87,470	71,522	75,000.00
345 911 Service Charges	1,763	10,000	538	15,000.00
351 IT and Technology Exp	138,153	182,200	253,462	182,000.00
352 Dues and Fees	17,676	23,219	19,747	23,000.00
353 Software Licenses and Support	38,573	40,000	-	43,000.00
Animal Control	22,283	26,650	22,538	28,000.00
Total 300 Services & Charges	<u>\$ 401,951</u>	<u>\$ 510,539</u>	<u>\$ 461,368</u>	<u>507,000.00</u>
Subtotal Maintenance & Operations	<u>\$ 4,258,308</u>	<u>\$ 4,539,394</u>	<u>\$ 4,488,834</u>	<u>\$ 5,022,939</u>
400 Capital Expenditures				
401 Office Equipment	\$ -	\$ -	\$ -	\$ -
402 Motor Vehicles & Machinery	117,722	135,000	135,000	135,000.00
403 Other Equipment	177,445	-	-	-
404 Projects	4,893	20,000	-	-
Total 400 Capital Expenditures	<u>300,060</u>	<u>155,000</u>	<u>135,000</u>	<u>135,000</u>
Total Expenditures	<u>\$ 4,558,368</u>	<u>\$ 4,694,394</u>	<u>\$ 4,623,834</u>	<u>\$ 5,157,939</u>

**6.0 Fire - General Fund
Departmental Summary**

6.0 Fire Department - General Fund

Expenditure Classification	Actual FY23	Approved Budget FY24B	Year-End Estimate FY24E	Budget FY25
100 Personal Service				
100 Salaries	\$ 1,610,540	\$ 1,602,491	\$ 1,653,250	1,785,130.00
101 Allowances	40,333	55,140	34,637	56,243.00
102 FICA & Medicare	24,078	26,694	24,187	29,628.00
103 Retirement	228,062	243,383	241,930	267,349.00
104 Insurance - Employee	316,845	345,000	362,604	382,500.00
105 Membership, Travel & Training	24,117	25,000	20,000	25,000.00
106 Overtime	96,926	98,000	112,793	98,000.00
Total 100 Personal Service	<u>\$ 2,340,901</u>	<u>\$ 2,395,708</u>	<u>\$ 2,449,401</u>	<u>2,643,850.00</u>
200 Materials & Supplies				
210 Office Supplies	\$ 1,678	\$ 2,200	\$ 1,000	2,288.00
211 Operating Supplies	2,190	2,500	2,194	2,600.00
212 Maintenance Supplies	18,950	21,951	17,851	22,829.00
213 Fuel & Lubricants	16,789	20,000	16,850	20,800.00
214 Small Tools	-	8,000	-	8,000
215 Chemicals	-	-	-	-
Total 200 Materials & Supplies	<u>\$ 39,607</u>	<u>\$ 54,651</u>	<u>\$ 37,895</u>	<u>\$ 56,517</u>
300 Other Services & Charges				
340 Professional Services	\$ 17,574	\$ 19,469	24,000	35,248.00
341 Utilities	18,584	30,000	10,942	31,200.00
342 Maintenance Contractual	96,152	95,000	95,000	98,800.00
342.1 Vehicle Repair	-	-	-	-
343 Insurance - Property	12,048	12,979	11,923	13,498.00
352 Dues and Fees	215,877	222,877	215,878	222,877.00
Total 300 Services & Charges	<u>\$ 360,235</u>	<u>\$ 380,325</u>	<u>\$ 357,743</u>	<u>401,623.00</u>
Subtotal Maintenance & Operations	<u>\$ 2,740,743</u>	<u>\$ 2,830,684</u>	<u>\$ 2,845,039</u>	<u>\$ 3,101,990</u>
400 Capital Expenditures				
401 Office Equipment	\$ 2,845	\$ -	\$ -	-
402 Motor Vehicles & Machinery	-	-	-	-
403 Other Equipment	-	0	-	-
404 Projects	-	-	137,000	-
4045 AFG Grant Exp	-	80,000	80,000	80,000
Total 400 Capital Expenditures	<u>\$ 2,845</u>	<u>\$ 80,000</u>	<u>\$ 217,000</u>	<u>\$ 80,000</u>
Total Expenditures	<u><u>\$ 2,743,588</u></u>	<u><u>\$ 2,910,684</u></u>	<u><u>\$ 3,062,039</u></u>	<u><u>\$ 3,181,990</u></u>

**7.0 Community Development
Departmental Summary**

7.0 Community Development - General Fund

Expenditure Classification	Actual FY23	Approved Budget FY24B	Year-End Estimate FY24E	Budget FY25
100 Personal Service				
100 Salaries	\$ 330,882	\$ 350,000	\$ 341,328	400,000
101 Allowances	4,978	5,000	5,345	6,000
102 FICA & Medicare	24,177	23,224	25,298	25,298
103 Retirement	31,960	31,192	32,551	32,551
104 Insurance - Employee	44,655	31,192	39,864	39,864
105 Membership, Travel & Training	7,173	10,000	2,000	10,000
106 Overtime	-	-	-	-
Total 100 Personal Service	<u>\$ 443,825</u>	<u>\$ 450,608</u>	<u>\$ 446,386</u>	<u>\$ 513,713</u>
200 Materials & Supplies				
210 Office Supplies	\$ 4,939	\$ 9,000	\$ 5,923	11,000
211 Janitor Supplies	-	-	-	-
212 Maintenance Supplies	60	500	-	-
213 Fuel & Lubricants	6,369	8,000	6,278	8,000
214 Small Tools	-	500	-	5,000
215 Chemicals	-	0	-	-
216 Stormwater Education materials	1,948	5,000	4,226	8,000
Total 200 Materials & Supplies	<u>\$ 13,316</u>	<u>\$ 23,000</u>	<u>\$ 16,427</u>	<u>\$ 32,000</u>
300 Other Services & Charges				
340 Professional Services	\$ 9,176	\$ 20,000	\$ 11,328	20,000
341 Prof Svc-Code ReWrite	-	-	-	-
342 Maintenance Contractual	10,803	11,500	11,765	13,000
343 Insurance - Property	4,874	6,500	4,834	4,834
345 Abatement Costs	9,993	30,000	10,082	40,000
347 Econ Dev Promotions & Events	65,987	78,500	66,000	66,000
Total 300 Services & Charges	<u>\$ 100,833</u>	<u>\$ 146,500</u>	<u>\$ 104,009</u>	<u>\$ 143,834</u>
Subtotal Maintenance & Operations	<u>\$ 557,974</u>	<u>\$ 620,108</u>	<u>\$ 566,822</u>	<u>\$ 689,547</u>
400 Capital Expenditures				
401 Office Equipment	\$ -	\$ -	\$ -	\$ -
402 Motor Vehicles & Machinery	-	-	-	-
403 Other Equipment	-	-	-	-
404 Projects	-	-	-	-
Total 400 Capital Expenditures	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Expenditures	<u>\$ 557,974</u>	<u>\$ 620,108</u>	<u>\$ 566,822</u>	<u>\$ 689,547</u>

97.0 Contingency-General Fund

**97.0 Contingency-General Fund
Departmental Summary**

Expenditure Classification	Actual FY23	Approved Budget FY24B	Year-End Estimate FY24E	Budget FY25
100 Salaries	\$ -	\$ -	\$ -	\$ -
101 Allowances	-	-	-	-
102 FICA & Medicare	-	-	-	-
103 Retirement	-	-	-	-
104 Insurance - Employee	-	-	-	-
105 Membership, Travel & Training	-	-	-	-
	-	-	-	-
Total 100 Personal Service	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
	-	-	-	-
Total 200 Materials & Supplies	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
	-	-	-	-
Total 300 Services & Charges	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Subtotal Maintenance and Operations	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
400 Capital Expenditures				
Total 400 Capital Expenditures	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
500 Contingency				
501 Operating Contingency	\$ -	\$ 250,000	\$ -	\$ 250,000
502 Capital Contingency	-	136,000	-	-
503 Disaster/Emergency Contingency	-	-	-	-
504 Employee Severance Contingency	-	90,000	-	-
505 Compensated Absence Contingency	-	80,000	-	80,000
506 Medical Contingency	-	50,000	-	50,000
507 Restricted Capital Contingency	-	-	-	-
508 Restricted Emergency Contingency	-	-	-	-
509 Restricted OPEB Contingency	-	-	-	-
Total 500 Contingency	<u>\$ -</u>	<u>\$ 606,000</u>	<u>\$ -</u>	<u>\$ 380,000</u>

8.1 Public Works - Administration- General Fund

Departmental Summary

Expenditure Classification	Actual FY23	Approved Budget FY24B	Year-End Estimate FY24E	Budget FY25
100 Personal Service				
100 Salaries	\$ 98,612	\$ 99,171	\$ 100,740	104,770
101 Allowances	815	780	823	823
102 FICA & Medicare	7,280	7,543	7,752	8,150
103 Retirement	8,469	8,475	9,050	9,050
104 Insurance - Employee	15,446	20,385	16,118	17,000
105 Membership, Travel & Training	215	750	456	456
106 Overtime	1,385	1,054	4,000	4,000
Total 100 Personal Service	<u>\$ 132,222</u>	<u>\$ 138,158</u>	<u>\$ 138,939</u>	<u>\$ 144,249</u>
200 Materials & Supplies				
210 Office Supplies	\$ 700	\$ 750	\$ 554	750.00
211 Janitor Supplies	93	200	190	170.00
212 Maintenance Supplies	502	1,000	500	750.00
213 Fuel & Lubricants	-	-	-	-
214 Small Tools	-	-	-	-
215 Chemicals	-	-	-	-
Total 200 Materials & Supplies	<u>\$ 1,295</u>	<u>\$ 1,950</u>	<u>\$ 1,244</u>	<u>\$ 1,670</u>
300 Other Services & Charges				
340 Professional Services	\$ 614	\$ 535	\$ 662	662
341 Utilities	12,272	21,000	15,000	22,000
342 Maintenance Contractual	1,540	1,000	1,000	1,000
342.1 Vehicle Repair	1,787	-	-	-
343 Insurance - Property	-	2,241	1,800	2,241
346 Well & Legal	-	-	-	-
Total 300 Services & Charges	<u>\$ 16,213</u>	<u>\$ 24,776</u>	<u>\$ 18,462</u>	<u>\$ 25,903</u>
Subtotal Maintenance & Operations	<u>\$ 149,730</u>	<u>\$ 164,884</u>	<u>\$ 158,645</u>	<u>\$ 171,822</u>
400 Capital Expenditures				
401 Office Equipment	\$ 125	\$ -	\$ -	-
402 Motor Vehicles & Machinery	-	-	-	-
403 Other Equipment	763	619	-	-
404 Projects	-	25,000	-	\$1,000
Total 400 Capital Expenditures	<u>\$ 888</u>	<u>\$ 25,619</u>	<u>\$ -</u>	<u>\$ 1,000</u>
Total Expenditures	<u>\$ 150,618</u>	<u>\$ 190,503</u>	<u>\$ 158,645</u>	<u>\$ 172,822</u>

8.1 Public Works - Administration- General Fund

**8.2 Streets - General Fund
Departmental Summary**

8.2 Streets - General Fund

Expenditure Classification	Actual FY23	Approved Budget FY24B	Year-End Estimate FY24E	Budget FY25
100 Personal Service				
100 Salaries	\$ 283,447	\$ 309,382	\$ 270,890	\$ 303,495
101 Allowances	6,423	6,109	7,018	7,018
102 FICA & Medicare	21,458	22,763	20,592	23,754
103 Retirement	24,598	26,287	23,861	26,576
104 Insurance - Employee	85,501	98,700	81,202	85,262
105 Membership, Travel & Training	-	-	-	-
106 Overtime	4,251	6,240	6,482	6,240
Total 100 Personal Service	<u>\$ 425,678</u>	<u>\$ 469,481</u>	<u>\$ 410,045</u>	<u>\$ 452,345</u>
200 Materials & Supplies				
210 Office Supplies	\$ 74	\$ 200	\$ 360	\$ 360
211 Janitor Supplies	-	-	-	-
212 Maintenance Supplies	44,651	61,369	48,223	61,369
213 Fuel & Lubricants	26,411	31,530	26,426	21,000
214 Small Tools	111	500	-	500
215 Chemicals	-	-	-	-
Total 200 Materials & Supplies	<u>\$ 71,247</u>	<u>\$ 93,599</u>	<u>\$ 75,009</u>	<u>\$ 83,229</u>
300 Other Services & Charges				
340 Professional Services	\$ 2,173	\$ 2,000	\$ 17,774	\$ 17,744
341 Utilities	145,641	170,000	143,203	170,000
342 Maintenance Contractual	38,949	53,058	76,000	76,000
342.1 Vehicle Repair	-	-	-	-
343 Insurance - Property and Liability	7,986	10,044	7,925	10,044
345 Public Transportation	-	-	-	-
Total 300 Services & Charges	<u>\$ 194,749</u>	<u>\$ 235,102</u>	<u>\$ 244,902</u>	<u>\$ 273,788</u>
Subtotal Maintenance & Operations	<u>\$ 691,674</u>	<u>\$ 798,182</u>	<u>\$ 729,956</u>	<u>\$ 809,362</u>
400 Capital Expenditures				
401 Office Equipment	\$ -	\$ -	\$ -	\$ -
402 Motor Vehicles & Machinery	16,440	-	-	-
403 Other Equipment	-	17,000	-	-
404 Projects	-	150,000	400,000	-
Total 400 Capital Expenditures	<u>\$ 16,440</u>	<u>\$ 167,000</u>	<u>\$ 400,000</u>	<u>\$ -</u>
Total Expenditures	<u>\$ 708,114</u>	<u>\$ 965,182</u>	<u>\$ 1,129,956</u>	<u>\$ 809,362</u>

8.4 Fleet and Maintenance - General Fund

Departmental Summary

Expenditure Classification	Actual FY23	Approved Budget FY24B	Year-End Estimate FY24E	Budget FY25
100 Personal Service				
100 Salaries	\$ 56,836	\$ 68,107	\$ 49,846	\$ 70,831
101 Allowances	263	300	-	-
102 FICA & Medicare	4,217	5,003	3,696	5,419
103 Retirement	4,499	5,784	4,243	5,943
104 Insurance - Employee	8,276	11,145	8,422	8,422
105 Membership, Travel & Training	-	-	-	-
106 Overtime	206	250	742	742
Total 100 Personal Service	<u>\$ 74,297</u>	<u>\$ 90,589</u>	<u>\$ 66,949</u>	<u>\$ 91,357</u>
200 Materials & Supplies				
210 Office Supplies	\$ 219	\$ 250	\$ -	\$ -
211 Janitor Supplies	135	250	-	-
212 Maintenance Supplies	5,200	5,285	4,200	4,500
213 Fuel & Lubricants	5,097	8,000	5,508	6,000
214 Small Tools	2,211	1,500	1,500	1,500
215 Chemicals	-	-	4,302	-
Total 200 Materials & Supplies	<u>\$ 12,862</u>	<u>\$ 15,285</u>	<u>\$ 15,510</u>	<u>\$ 12,000</u>
300 Other Services & Charges				
340 Professional Services	\$ 478	\$ 500	\$ 302	\$ 302
341 Utilities	-	-	-	-
342 Maintenance Contractual	3,983	5,500	4,000	5,500
342.1 Vehicle Repair	-	-	-	-
343 Insurance - Property	-	-	-	-
344 Refunds	-	-	-	-
Total 300 Services & Charges	<u>\$ 4,461</u>	<u>\$ 6,000</u>	<u>\$ 4,302</u>	<u>\$ 5,802</u>
Subtotal Maintenance & Operations	<u>\$ 91,620</u>	<u>\$ 111,874</u>	<u>\$ 86,761</u>	<u>\$ 109,159</u>
400 Capital Expenditures				
401 Office Equipment	\$ -	\$ 250	\$ -	\$ -
402 Motor Vehicles & Machinery	-	15,000	-	-
403 Other Equipment	1,496	1,500	-	-
404 Projects	-	5,000	-	-
Total 400 Capital Expenditures	<u>\$ 1,496</u>	<u>\$ 21,750</u>	<u>\$ -</u>	<u>\$ -</u>
Total Expenditures	<u>\$ 93,116</u>	<u>\$ 133,624</u>	<u>\$ 86,761</u>	<u>\$ 109,159</u>

8.4 Fleet and Maintenance - General Fund

**8.5 Parks & Culture Department
Departmental Summary**

Expenditure Classification	Actual FY23	Approved Budget FY24B	Year-End Estimate FY24E	Budget FY25
100 Personal Service				
100 Salaries	\$ 233,061	\$ 328,074	\$ 168,550	\$ 278,797
101 Allowances	8,647	8,463	7,250	8,463
102 FICA & Medicare	17,397	24,954	13,020	22,349
103 Retirement	20,436	29,674	15,158	24,510
104 Insurance - Employee	52,844	80,850	46,560	80,850
105 Membership, Travel & Training	749	1,000	566	566
106 Overtime	2,253	4,000	4,879	4,879
Total 100 Personal Service	<u>\$ 335,387</u>	<u>\$ 477,015</u>	<u>\$ 255,983</u>	<u>\$ 420,414</u>
200 Materials & Supplies				
210 Office Supplies	\$ 164	\$ 350	\$ 379	\$ 350
211 Janitor Supplies	661	1,500	818	1,500
212 Maintenance Supplies	29,905	33,000	29,923	33,000
213 Fuel & Lubricants	15,890	19,692	15,000	19,692
214 Small Tools	270	1,000	-	1,000
215 Chemicals	3,901	3,000	3,000	3,000
Total 200 Materials & Supplies	<u>\$ 50,791</u>	<u>\$ 58,542</u>	<u>\$ 49,120</u>	<u>\$ 58,542</u>
300 Other Services & Charges				
340 Professional Services	\$ 28,885	\$ 15,000	\$ 147,478	\$ 147,478
341 Utilities	9,284	20,000	12,000	2,000
342 Maintenance Contractual	14,595	30,000	30,000	-
342.1 Vehicle Repair				
344 Refunds				
376 Parks Committee Projects	-	-	-	-
Total 300 Services & Charges	<u>\$ 52,764</u>	<u>\$ 65,000</u>	<u>\$ 189,478</u>	<u>\$ 149,478</u>
Subtotal Maintenance & Operations	<u>\$ 438,942</u>	<u>\$ 600,557</u>	<u>\$ 494,581</u>	<u>\$ 628,434</u>
400 Capital Expenditures				
401 Office Equipment	\$ -	\$ -	\$ -	\$ -
402 Motor Vehicles & Machinery	-	-	-	-
403 Other Equipment	1,147	-	-	-
404 Projects	-	-	-	-
Total 400 Capital Expenditures	<u>\$ 1,147</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Expenditures	<u>\$ 440,089</u>	<u>\$ 600,557</u>	<u>\$ 494,581</u>	<u>\$ 628,434</u>

8.5 Parks & Culture Department

**PUBLIC WORKS FUND
FINANCIAL SUMMARY**

PUBLIC WORKS FUND FINANCIAL SUMMARY

	Actual FY23	Approved Budget FY24B	Year-End Estimate FY24E	Budget FY25
Revenue*	\$ 10,172,469	\$ 10,499,454	\$ 12,354,045	\$ 13,402,497
Carryover From Previous Year	9,722,374	9,587,272	9,587,272	9,846,384
Total Operating Revenue	10,172,469	10,499,454	12,354,045	13,402,497
Other Capital Transfers				
Transfer In - Pledged Sales Tax				-
Revenue Available for Appropriation	<u>\$ 19,894,843</u>	<u>\$ 20,086,726</u>	<u>\$ 21,941,317</u>	<u>\$ 23,248,881</u>
Maintenance and Operations Expenditures	\$ 6,499,862	\$ 6,899,451	\$ 8,113,171	\$ 7,288,462
Capital Expenditures	1,940	543,369	370,513	813,140
Contingency	57,305	250,000	250,000	250,000
Debt Service on OWRB Series 2012	-	-	-	-
Debt Service on OWRB Series 2013	390,000	-	-	-
Debt Service on OWRB SRF CW Loan	758,589	1,115,000	1,211,249	1,250,157
Interest Expense on Debt	252,872	300,000	252,678	218,251
Operating Transfer To General Fund	2,599,875	2,150,000	2,150,000	2,600,000
As a percent of Total Revenue	25.56%	20.48%	17.40%	19.40%
Transfer to CIP 17.5% Sales Tax	-	-	-	-
Transfer to CIP	-	-	-	-
Transfer to GF 82.5% Sales Tax	-	-	-	-
Total Expenditures and Transfers	<u>\$ 10,307,571</u>	<u>\$ 10,957,820</u>	<u>\$ 12,094,933</u>	<u>\$ 12,284,853</u>
FB Carryover to Next Fiscal Year*	<u>\$ 9,587,272</u>	<u>\$ 9,128,906</u>	<u>\$ 9,846,384</u>	<u>\$ 10,964,027</u>
Transfer to Stabilization Fund	<u>\$ (2,614,107)</u>	<u>\$ (2,614,107)</u>	<u>\$ (2,614,107)</u>	<u>\$ (2,951,848)</u>
Transfer to Capital Reserve Fund	<u>\$ (268,818)</u>	<u>\$ (268,818)</u>	<u>\$ (268,818)</u>	<u>\$ (268,818)</u>
Reserve for Debt Service	<u>\$ (1,742,526)</u>	<u>\$ (1,742,526)</u>	<u>\$ (1,742,526)</u>	<u>\$ (1,742,526)</u>
Water System Improvements	<u>\$ (3,615,386)</u>	<u>\$ (3,615,386)</u>	<u>\$ (3,604,951)</u>	<u>\$ (3,604,951)</u>
Unreserved	<u>\$ 1,346,435</u>	<u>\$ 888,069</u>	<u>\$ 1,615,982</u>	<u>\$ 2,395,884</u>

**PUBLIC WORKS FUND
SUMMARY OF REVENUES, TRANSFERS AND EXPENDITURES**

SUMMARY OF REVENUES, TRANSFERS AND EXPENDITURES

	Actual FY23	Approved Budget FY24B	Year-End Estimate FY24E	Budget FY25
Revenue and Transfers In				
Water Service	\$ 3,845,422	\$ 4,005,487	\$ 4,967,884	5,603,550
Sewer Service	2,953,344	3,025,164	3,565,575	4,085,728
Penalties	209,261	215,328	221,660	221,660
Water Taps	2,270	2,513	109,613	25,000
Sewer Taps	400	257	6,480	1,000
Misc. Income	1,103	-	-	-
Lease Income	23,764	149,091	192,274	175,000
Sanitation Service	2,971,080	2,985,427	2,993,614	2,993,614
Workers Comp Ins. Refunds				-
Wellfield Settlement				-
Interest Income	165,825	116,187	296,945	296,945
Total Revenue	<u>\$ 10,172,469</u>	<u>\$ 10,499,454</u>	<u>\$ 12,354,045</u>	<u>\$ 13,402,497</u>
Transfers In				
Transfer In - Pledged Sales Tax	\$ -	\$ -	\$ -	\$ -
Transfer In - PD/WP Debt Service CIP	-	-	-	-
Transfer In - Sanitation Conversion CIP	-	-	-	-
Total Transfers In	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Revenue and Transfers In	<u>\$ 10,172,469</u>	<u>\$ 10,499,454</u>	<u>\$ 12,354,045</u>	<u>\$ 13,402,497</u>
Expenditures and Transfers Out				
Public Works - Admin	\$ 164,379	\$ 201,503	\$ 168,105	\$ 188,833
Finance - Utility Billing	448,764	515,597	474,874	558,908
Public Works - Fleet Maint	74,606	134,164	29,286	113,988
Solid Waste	1,522,349	2,170,156	1,845,053	2,296,435
Water Plant	1,947,229	1,879,500	2,026,597	2,066,485
Water Line	378,760	484,500	507,965	668,703
Sewer Line & Treatment	1,661,590	2,057,400	2,033,579	2,208,251
Contingency	57,305	250,000	250,000	250,000
Debt Service Interest Expense	304,125	300,000	252,678	218,251
Debt Service on OWRB SRF CW Loan	-	1,115,000	1,211,249	1,250,157
Debt Service on OWRB Series 2013	-	-	-	-
Debt Service on OWRB Series 2012	-	-	-	-
Total Operating Expenses	<u>\$ 6,559,107</u>	<u>\$ 9,107,820</u>	<u>\$ 8,799,386</u>	<u>\$ 9,820,010</u>
Transfers Out				
Transfer Out- General Fund	\$ 2,599,875	\$ 2,150,000	\$ 2,150,000	\$ 2,600,000
Transfer Out- CIP Fund	50,000	-	-	-
Transfer Out- GF 82.5% Sales Tax	-	-	-	-
Transfer Out- CIP 17.5% Sales Tax	-	-	-	-
Total Transfers Out	<u>\$ 2,649,875</u>	<u>\$ 2,150,000</u>	<u>\$ 2,150,000</u>	<u>\$ 2,600,000</u>
Total Expenditures and Transfers Out	<u>\$ 9,208,982</u>	<u>\$ 11,257,820</u>	<u>\$ 10,949,386</u>	<u>\$ 12,420,010</u>

**PUBLIC WORKS FUND
SUMMARY OF EXPENDITURES BY OBJECT CODE**

Page 1 of 2

PUBLIC WORKS FUND - SUMMARY OF EXPENDITURES BY OBJECT CODE

Expenditure Classification	Actual FY23	Approved Budget FY24B	Year-End Estimate FY24E	Budget FY25
100 Personal Service				
100 Salaries	\$ 1,361,628	\$ 1,579,468	\$ 1,362,652	\$ 1,667,278
101 Allowances	20,888	19,125	14,698	14,723
102 FICA & Medicare	103,807	123,816	107,383	134,454
103 Retirement	114,313	147,274	113,014	147,570
104 Insurance - Employee	284,251	386,780	275,172	399,395
105 Membership, Travel & Training	1,592	9,692	6,214	12,500
106 Overtime	52,934	57,445	99,642	84,001
Total 100 Personal Service	\$ 1,939,413	\$ 2,323,600	\$ 1,978,775	\$ 2,459,921
200 Materials & Supplies				
210 Office Supplies	\$ 3,623	\$ 5,600	\$ 4,720	\$ 6,198
211 Janitor Supplies	568	2,050	1,380	3,600
212 Maintenance Supplies	191,437	305,825	182,547	312,401
213 Fuel & Lubricants	86,152	104,500	83,564	92,965
214 Small Tools	2,611	3,000	5,427	4,450
215 Chemicals	593,879	481,500	485,172	490,408
Total 200 Materials & Supplies	\$ 878,270	\$ 902,475	\$ 762,810	\$ 910,022
300 Other Services & Charges				
340 Professional Services	\$ 311,512	\$ 314,035	\$ 212,722	\$ 238,263
341 Utilities	356,727	303,500	344,372	357,500
342 Maintenance Contractual	553,078	590,500	699,974	691,000
342.1 Vehicle Repair	-	-	-	-
343 Insurance - Property	54,453	69,341	57,915	73,370
344 Scrap Metal, Storm Damage, Refunds	-	-	-	-
345 Sewer Treatment/OKC Water Ties	1,557,443	1,800,000	2,140,094	1,895,000
346 Well & Legal Exp/Landfill Costs	299,072	313,000	254,609	339,386
347 Big Trash Pickup	83,323	107,000	137,489	107,000
348 Roll Off Costs	56,203	50,000	40,980	100,000
349 Free Landfill Day Costs	3,116	6,000	-	4,000
350 Hazardous Waste Costs	12,602	14,000	10,807	18,000
352 Dues and Fees	42,763	58,000	27,715	45,000
353 Software Licenses and Support	47,762	48,000	48,000	50,000
Total 300 Services & Charges	\$ 3,378,054	\$ 3,673,376	\$ 3,974,677	\$ 3,918,519
Subtotal Maintenance and Operations	\$ 6,195,737	\$ 6,899,451	\$ 6,716,262	\$ 7,288,462

**PUBLIC WORKS FUND
SUMMARY OF EXPENDITURES BY OBJECT CODE**

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PUBLIC WORKS FUND - SUMMARY OF EXPENDITURES BY OBJECT CODE

Expenditure Classification	Actual FY23	Approved Budget FY24B	Year-End Estimate FY24E	Budget FY25
400 Capital Expenditures				
401 Office Equipment	\$ 444	\$ 5,250	\$ 2,513	\$ 7,000
402 Motor Vehicles & Machinery	-	383,000	368,000	502,500
403 Other Equipment	1,496	2,119	-	142,890
404 Projects	-	153,000	-	160,750
Total 400 Capital Expenditures	<u>\$ 1,940</u>	<u>\$ 543,369</u>	<u>\$ 370,513</u>	<u>\$ 813,140</u>
500 Contingency				
501 Operating Contingency	\$ -	\$ 250,000	\$ 250,000	\$ 250,000
502 Capital Contingency	-	-	-	-
503 Disaster/Emergency Contingency	-	-	-	-
504 Employee Severance Contingency	-	-	-	-
505 Compensated Absence Contingency	-	-	-	-
506 Litigation Contingency	-	-	-	-
507 Emergency Line repair contingency	-	-	-	-
Total 500 Contingency	<u>\$ -</u>	<u>\$ 250,000</u>	<u>\$ 250,000</u>	<u>\$ 250,000</u>
600 Debt Service				
601 Interest Expense	\$ 246,260	\$ 250,000	\$ 185,660	\$ 151,233
Retirement of Debt	0	1,115,000	1,211,249	1,250,157
602 Fiscal Agent Fees	57,865	50,000	-	67,018
Total 600 Debt Service	<u>\$ 304,125</u>	<u>\$ 1,415,000</u>	<u>\$ 1,396,909</u>	<u>\$ 1,468,408</u>
800 Transfers In				
810 Transfer In - Pledged Sales Tax	\$ -	\$ -	\$ -	\$ -
832 Transfer In - PD/WP Debt Service CIP	-	-	-	-
831 Transfer In - Sanitation Conversion CIP	-	-	-	-
Total 800 Transfers In	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
900 Transfers Out				
900 Transfer Out- General Fund	\$ 2,515,470	\$ 2,150,000	\$ 2,150,000	\$ 2,600,000
905 Transfer Out- CIP Fund	-	-	-	-
910 Transfer Out- GF 82.5% Sales Tax	-	-	-	-
931 Transfer Out- CIP 17.5% Sales Tax	-	-	-	-
Total 900 Transfers Out	<u>\$ 2,515,470</u>	<u>\$ 2,150,000</u>	<u>\$ 2,150,000</u>	<u>\$ 2,600,000</u>
Subtotal Capital, Contingency, Debt, and Transfers	<u>\$ 2,821,535</u>	<u>\$ 4,358,369</u>	<u>\$ 4,167,422</u>	<u>\$ 5,131,548</u>
Total Expenditures	<u>\$ 9,017,272</u>	<u>\$ 11,257,820</u>	<u>\$ 10,883,684</u>	<u>\$ 12,420,010</u>

8.1 Public Works - Administration - Public Works Fund

Departmental Summary

Expenditure Classification	Actual FY23	Approved Budget FY24B	Year-End Estimate FY24E	Budget FY25
100 Personal Service				
100 Salaries	\$ 98,613	\$ 99,171	\$ 100,740	\$ 104,770
101 Allowances	815	780	823	823
102 FICA & Medicare	7,280	7,543	7,752	8,150
103 Retirement	8,478	8,475	9,048	9,050
104 Insurance - Employee	14,866	20,385	16,118	17,000
105 Membership, Travel & Training	142	750	-	-
106 Overtime	1,385	1,054	6,290	6,290
Total 100 Personal Service	\$ 131,579	\$ 138,158	\$ 140,771	\$ 146,083
200 Materials & Supplies				
210 Office Supplies	\$ 760	\$ 750	\$ 98	\$ 98
211 Janitor Supplies	-	200	-	-
212 Maintenance Supplies	235	1,000	439	439
213 Fuel & Lubricants	-	-	-	-
214 Small Tools	-	-	-	-
215 Chemicals	-	-	-	-
Total 200 Materials & Supplies	\$ 995	\$ 1,950	\$ 537	\$ 537
300 Other Services & Charges				
340 Professional Services	\$ 682	\$ 535	\$ 586	\$ 586
341 Utilities	11,583	18,000	7,054	21,000
342 Maintenance Contractual	1,171	1000	-	1,000
342.1 Vehicle Repair	-	-	-	-
343 Insurance - Property	1,787	2,241	1,771	2,241
344 Scrap Metal	-	-	-	-
346 Well & Legal Expenses	16,138	13,000	17,386	17,386
Total 300 Services & Charges	\$ 31,361	\$ 34,776	\$ 26,797	\$ 42,213
Subtotal Maintenance & Operations	\$ 163,935	\$ 174,884	\$ 168,105	\$ 188,833
400 Capital Expenditures				
401 Office Equipment	\$ 444.0	\$ 1,000	\$ -	\$ -
402 Motor Vehicles & Machinery	-	-	-	-
403 Other Equipment	-	619	-	-
404 Projects	-	25,000	-	-
Total 400 Capital Expenditures	\$ 444	\$ 26,619	\$ -	\$ -
500 Contingency				
501 Operating Contingency	-	\$ -	\$ -	\$ -
502 Capital Contingency	-	-	-	-
Total 500 Contingency	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ 164,379	\$ 201,503	\$ 168,105	\$ 188,833

8.1 Public Works - Administration - Public Works Fund

2.0 Finance - Public Works Fund

Departmental Summary

Expenditure Classification	Actual FY23	Approved Budget FY24B	Year-End Estimate FY24E	Budget FY25
100 Personal Service				
100 Salaries	\$ 217,617	\$ 237,500	\$ 231,022	\$ 270,000
101 Allowances	3,081	3,000	3,046	3,100
102 FICA & Medicare	15,873	18,170	16,027	20,655
103 Retirement	18,326	19,927	19,008	22,653
104 Insurance - Employee	28,895	40,000	51,852	56,000
105 Membership, Travel & Training	46	1,000	-	500
106 Overtime	-	500	-	-
Total 100 Personal Service	<u>\$ 283,838</u>	<u>\$ 320,097</u>	<u>\$ 320,955</u>	<u>\$ 372,908</u>
200 Materials & Supplies				
210 Office Supplies	\$ 1,725	\$ 2,500	\$ 1,226	\$ 2,000
211 Janitor Supplies	-	-	-	-
212 Maintenance Supplies	-	-	-	-
213 Fuel & Lubricants	-	-	-	-
214 Small Tools	-	-	-	-
215 Chemicals	-	-	-	-
Total 200 Materials & Supplies	<u>\$ 1,725</u>	<u>\$ 2,500</u>	<u>\$ 1,226</u>	<u>\$ 2,000</u>
300 Other Services & Charges				
340 Professional Services	\$ 63,707	\$ 73,000	\$ 74,285	\$ 75,000
341 Utilities	-	-	-	-
342 Maintenance Contractual	8,969	10,000	180	10,000
342.1 Vehicle Repair	-	-	-	-
343 Insurance - Property	-	-	-	-
344 Refunds	-	-	-	-
352 Dues and Fees	42,763	58,000	27,715	45,000
353 Software Licenses and Support	47,762	48,000	48,000	50,000
Total 300 Services & Charges	<u>\$ 163,201</u>	<u>\$ 189,000</u>	<u>\$ 150,180</u>	<u>\$ 180,000</u>
Subtotal Maintenance & Operations	<u>\$ 448,764</u>	<u>\$ 511,597</u>	<u>\$ 472,361</u>	<u>\$ 554,908</u>
400 Capital Expenditures				
401 Office Equipment	\$ -	\$ 4,000	\$ 2,513	\$ 4,000
402 Motor Vehicles & Machinery	-	-	-	-
403 Other Equipment	-	-	-	-
404 Projects	-	-	-	-
Total 400 Capital Expenditures	<u>\$ -</u>	<u>\$ 4,000</u>	<u>\$ 2,513</u>	<u>\$ 4,000</u>
Total Expenditures	<u>\$ 448,764</u>	<u>\$ 515,597</u>	<u>\$ 474,874</u>	<u>\$ 558,908</u>

2.0 Finance - Public Works Fund

8.4 Public Works - Fleet Maintenance - Public Works Fund

Departmental Summary

Expenditure Classification	Actual FY23	Approved Budget FY24B	Year-End Estimate FY24E	Budget FY25
100 Personal Service				
100 Salaries	\$ 43,841	\$ 68,107	\$ 14,974	\$ 70,831
101 Allowances	263	300	-	300
102 FICA & Medicare	3,258	5,003	1,145	5,461
103 Retirement	3,391	5,784	1,162	5,989
104 Insurance - Employee	6,058	11,145	840	11,145
105 Membership, Travel & Training	-	-	-	-
106 Overtime	-	250	-	250
Total 100 Personal Service	<u>\$ 56,811</u>	<u>\$ 90,589</u>	<u>\$ 18,121</u>	<u>\$ 93,976</u>
200 Materials & Supplies				
210 Office Supplies	-	250	-	250
211 Operating Supplies	33	250	-	-
212 Maintenance Supplies	5,049	5,825	797	2,462
213 Fuel & Lubricants	5,341	8,000	5,508	7,000
214 Small Tools	2,141	1,500	1,709	1,500
215 Chemicals	-	-	-	-
Total 200 Materials & Supplies	<u>\$ 12,564</u>	<u>\$ 15,825</u>	<u>\$ 8,014</u>	<u>\$ 11,212</u>
300 Other Services & Charges				
340 Professional Services	\$ 174.0	\$ 500.0	\$ 86.0	\$ 300.0
341 Utilities	-	-	-	-
342 Maintenance Contractual	3,561	5,500	3,065	5,000
342.1 Vehicle Repair	-	-	-	-
343 Insurance - Property	-	-	-	-
344 Refunds	-	-	-	-
Total 300 Services & Charges	<u>\$ 3,735</u>	<u>\$ 6,000</u>	<u>\$ 3,151</u>	<u>\$ 5,300</u>
Subtotal Maintenance & Operations	<u>\$ 73,110</u>	<u>\$ 112,414</u>	<u>\$ 29,286</u>	<u>\$ 110,488</u>
400 Capital Expenditures				
401 Office Equipment	-	250	-	-
402 Motor Vehicles & Machinery	-	15,000	-	-
403 Other Equipment	1,496	1,500	-	2,500
404 Projects	-	5,000	-	1,000
Total 400 Capital Expenditures	<u>\$ 1,496</u>	<u>\$ 21,750</u>	<u>\$ -</u>	<u>\$ 3,500</u>
Total Expenditures	<u>\$ 74,606</u>	<u>\$ 134,164</u>	<u>\$ 29,286</u>	<u>\$ 113,988</u>

8.4 Public Works - Fleet Maintenance - Public Works Fund

8.3 Public Works - Solid Waste - Public Works Fund

Departmental Summary

Expenditure Classification	Actual FY23	Approved Budget FY24B	Year-End Estimate FY24E	Budget FY25
100 Personal Service				
100 Total Salaries	\$ 430,628	\$ 509,690	\$ 498,322	\$ 530,078
101 Allowances	9,718	10,945	6,883	7,000
102 FICA & Medicare	33,415	39,000	38,657	42,805
103 Retirement	36,018	53,588	44,194	46,945
104 Insurance - Employee	119,210	152,250	119,141	152,250
105 Membership, Travel & Training	234	442	-	-
106 Overtime	19,456	25,641	23,722	22,461
Total 100 Personal Service	<u>\$ 648,679</u>	<u>\$ 791,556</u>	<u>\$ 730,919</u>	<u>\$ 801,539</u>
200 Materials & Supplies				
210 Office Supplies	\$ 184	\$ 200	\$ 233	\$ 200
211 Janitor Supplies		300		300
212 Maintenance Supplies	41,947	62,000	28,476	57,000
213 Fuel & Lubricants	68,838	78,000	66,790	73,000
214 Small Tools	470	-	-	-
215 Chemicals	-	-	-	-
Total 200 Materials & Supplies	<u>\$ 111,439</u>	<u>\$ 140,500</u>	<u>\$ 95,499</u>	<u>\$ 130,500</u>
300 Other Services & Charges				
340 Professional Services	\$ 160,180	\$ 162,000	\$ 102,377	\$ 102,377
Financial Fees				
341 Utilities		-	-	-
342 Maintenance Contractual	160,624	204,000	113,630	200,000
342.1 Vehicle Repair	-	-	-	-
343 Insurance - Property	3,249	4,100	8,129	8,129
345 Storm Debris Clean Up	-	-	-	-
346 Landfill Costs	282,934	300,000	237,223	322,000
347 Big Trash Pickup Costs	83,323	107,000	137,489	107,000
348 Roll Off Costs	56,203	50,000	40,980	100,000
349 Free Landfill Days	3,116	6,000	-	4,000
350 Hazardous Waste Fees	12,602	14,000	10,807	18,000
Total 300 Services & Charges	<u>\$ 762,231</u>	<u>\$ 847,100</u>	<u>\$ 650,635</u>	<u>\$ 861,506</u>
Subtotal Maintenance & Operations	<u>\$ 1,522,349</u>	<u>\$ 1,779,156</u>	<u>\$ 1,477,053</u>	<u>\$ 1,793,545</u>
400 Capital Expenditures				
401 Office Equipment	\$ -	\$ -	\$ -	\$ -
402 Motor Vehicles & Machinery	-	368,000	368,000	412,500
403 Other Equipment	-	-	-	60,390
404 Projects	-	23,000	-	30,000
Total 400 Capital Expenditures	<u>\$ -</u>	<u>\$ 391,000</u>	<u>\$ 368,000</u>	<u>\$ 502,890</u>
Total Expenditures	<u>\$ 1,522,349</u>	<u>\$ 2,170,156</u>	<u>\$ 1,845,053</u>	<u>\$ 2,296,435</u>

8.3 Public Works - Solid Waste - Public Works Fund

12.0 Utility - Water Plant - Public Works Fund

Departmental Summary

Expenditure Classification	Actual FY23	Approved Budget FY24B	Year-End Estimate FY24E	Budget FY25
100 Personal Service				
100 Salaries	\$ 469,839	\$ 460,000	\$ 360,641	\$ 478,400
101 Allowances	6,993	3,500	2,381	3,000
102 FICA & Medicare	36,246	38,000	29,976	38,740
103 Retirement	39,891	42,000	24,427	42,487
104 Insurance - Employee	79,646	95,000	47,784	95,000
105 Membership, Travel & Training	717	4,000	2,868	8,000
106 Overtime	24,161	25,000	40,166	25,000
Total 100 Personal Service	<u>\$ 657,493</u>	<u>\$ 667,500</u>	<u>\$ 508,243</u>	<u>\$ 690,627</u>
200 Materials & Supplies				
210 Office Supplies	\$ 728	\$ 1,500	\$ 2,839	\$ 2,000
211 Janitor Supplies	535	1,000	1,224	1,000
212 Maintenance Supplies	38,331	77,000	39,101	53,500
213 Fuel & Lubricants	4,835	7,000	4,361	4,000
214 Small Tools	-	500	970	700
215 Chemicals	593,879	480,000	484,452	489,908
Total 200 Materials & Supplies	<u>\$ 638,308</u>	<u>\$ 567,000</u>	<u>\$ 532,947</u>	<u>\$ 551,108</u>
300 Other Services & Charges				
340 Professional Services	\$ 21,748	\$ 30,000	\$ 27,626	\$ 30,000
341 Utilities	281,542	240,000	288,701	270,000
342 Maintenance Contractual	157,217	175,000	128,986	175,000
342.1 Vehicle Repair	-	-	-	-
345 OKC Water Tie and Purch	-	-	-	-
343 Insurance - Property	-	-	-	-
345 OKC Water Tie and Purch	190,921	200,000	540,094	295,000
Total 300 Services & Charges	<u>\$ 651,428</u>	<u>\$ 645,000</u>	<u>\$ 985,407</u>	<u>\$ 770,000</u>
Subtotal Maintenance & Operations	<u>\$ 1,947,229</u>	<u>\$ 1,879,500</u>	<u>\$ 2,026,597</u>	<u>\$ 2,011,735</u>
400 Capital Expenditures				
401 Office Equipment	\$ -	\$ -	\$ -	\$ -
402 Motor Vehicles & Machinery	-	-	-	15,000
403 Other Equipment	-	-	-	20,000
404 Projects	-	-	-	19,750
Total 400 Capital Expenditures	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 54,750</u>
Total Expenditures	<u>\$ 1,947,229</u>	<u>\$ 1,879,500</u>	<u>\$ 2,026,597</u>	<u>\$ 2,066,485</u>

12.0 Utility - Water Plant - Public Works Fund

12.1 Utility - Water Line - Public Works Fund

Departmental Summary

Expenditure Classification	Actual FY23	Approved Budget FY24B	Year-End Estimate FY24E	Budget FY25
100 Personal Service				
100 Salaries	\$ 87,583	\$ 110,000	\$ 115,877	\$ 114,400
101 Allowances	18	300	420	500
102 FICA & Medicare	6,598	8,500	10,243	10,320
103 Retirement	6,934	9,000	11,330	11,318
104 Insurance - Employee	27,967	38,000	26,088	38,000
105 Membership, Travel & Training	148	2,000	2,244	2,000
106 Overtime	6,288	-	22,058	20,000
Total 100 Personal Service	<u>\$ 135,536</u>	<u>\$ 167,800</u>	<u>\$ 188,260</u>	<u>\$ 196,538</u>
200 Materials & Supplies				
210 Office Supplies	\$ 226	\$ 400	\$ 324	\$ 750
211 Janitor Supplies	-	300	156	300
212 Maintenance Supplies	42,809	65,000	107,976	149,000
213 Fuel & Lubricants	5,751	6,500	5,650	5,865
214 Small Tools	-	500	1,572	1,250
215 Chemicals	-	1,000	-	-
Total 200 Materials & Supplies	<u>\$ 48,786</u>	<u>\$ 73,700</u>	<u>\$ 115,678</u>	<u>\$ 157,165</u>
300 Other Services & Charges				
340 Professional Services	\$ 47,739	\$ 30,000	\$ 7,462	\$ 20,000
341 Utilities	2,601	3,000	-	4,000
342 Maintenance Contractual	118,265	75,000	170,947	150,000
342.1 Vehicle Repair	-	-	-	-
343 Insurance - Property	25,833	35,000	25,618	35,000
344 Refunds	-	-	-	-
Total 300 Services & Charges	<u>\$ 194,438</u>	<u>\$ 143,000</u>	<u>\$ 204,027</u>	<u>\$ 209,000</u>
Subtotal Maintenance & Operations	<u>\$ 378,760</u>	<u>\$ 384,500</u>	<u>\$ 507,965</u>	<u>\$ 562,703</u>
400 Capital Expenditures				
401 Office Equipment	\$ -	\$ -	\$ -	\$ 1,000
402 Motor Vehicles & Machinery	-	-	-	45,000
403 Other Equipment	-	-	-	60,000
404 Projects	-	100,000	-	-
Total 400 Capital Expenditures	<u>\$ -</u>	<u>\$ 100,000</u>	<u>\$ -</u>	<u>\$ 106,000</u>
Total Expenditures	<u>\$ 378,760</u>	<u>\$ 484,500</u>	<u>\$ 507,965</u>	<u>\$ 668,703</u>

12.1 Utility - Water Line - Public Works Fund

12.2 Utility - Sewer - Public Works Fund

Departmental Summary

Expenditure Classification	Actual FY23	Approved Budget FY24B	Year-End Estimate FY24E	Budget FY25
100 Personal Service				
100 Salaries	\$ 13,507	\$ 95,000	\$ 41,076	\$ 98,800
101 Allowances		300		-
102 FICA & Medicare	1,137	7,600	3,566	8,323
103 Retirement	1,275	8,500	3,871	9,128
104 Insurance - Employee	7,609	30,000	13,349	30,000
105 Membership, Travel & Training	305	1,500	1,102	2,000
106 Overtime	1,644	5,000	7,406	10,000
Total 100 Personal Service	<u>\$ 25,477</u>	<u>\$ 147,900</u>	<u>\$ 70,370</u>	<u>\$ 158,251</u>
200 Materials & Supplies				
210 Office Supplies	\$ -	\$ -	\$ -	\$ 900.00
211 Janitor Supplies	-	-	-	2,000
212 Maintenance Supplies	63,066	95,000	5,758	50,000
213 Fuel & Lubricants	1,387	5,000	1,255	3,100
214 Small Tools	-	500	1,176	1,000
215 Chemicals	-	500	720	500
Total 200 Materials & Supplies	<u>\$ 64,453.00</u>	<u>\$ 101,000.00</u>	<u>\$ 8,909.00</u>	<u>\$ 57,500.00</u>
300 Other Services & Charges				
340 Professional Services	\$ 17,282	\$ 18,000	\$ 300	\$ 10,000
341 Utilities	61,001	42,500	48,437	62,500
342 Maintenance Contractual	103,271	120,000	283,166	150,000
342.1 Vehicle Repair				
343 Insurance - Property	23,584	28,000	22,397	28,000
344 Refunds				
345 Sewer Treatment Expense	1,366,522	1,600,000	1,600,000	1,600,000
Total 300 Services & Charges	<u>\$ 1,571,660</u>	<u>\$ 1,808,500</u>	<u>\$ 1,954,300</u>	<u>\$ 1,850,500</u>
Subtotal Maintenance & Operations	<u>\$ 1,661,590</u>	<u>\$ 2,057,400</u>	<u>\$ 2,033,579</u>	<u>\$ 2,066,251</u>
400 Capital Expenditures				
401 Office Equipment	\$ -	\$ -	\$ -	\$ 2,000.00
402 Motor Vehicles & Machinery	-	-	-	30,000
403 Other Equipment	-	-	-	-
404 Projects	-	-	-	110,000
Total 400 Capital Expenditures	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 142,000</u>
Total Expenditures	<u>\$ 1,661,590</u>	<u>\$ 2,057,400</u>	<u>\$ 2,033,579</u>	<u>\$ 2,208,251</u>

12.2 Utility - Sewer Line - Public Works Fund

97.0 Contingency, 98.0 Debt Svc - Public Works Fund

Departmental Summary

Expenditure Classification	Actual FY23	Approved Budget FY24B	Year-End Estimate FY24E	Budget FY25
97.0 Dept - 500 Contingency				
501 Operating Contingency	\$ -	\$ 250,000	\$ 250,000	\$ 250,000
502 Capital Contingency	-	-	-	-
503 Disaster/Emergency Contingency				
504 Employee Severance Contingency				
505 Compensated Absence Contingency				
506 Litigation Contingency	-		-	
507 Emergency Line repair contingency				
508 Capital Assets Contingency				
509 Restricted OPEB Contingency				
510 Restricted Debt Contingency				
511 Restricted Capital Contingency				
512 Restricted Debt Service Contingency				
513 Restricted Emergency Contingency				
Total 97.0 Dept - 500 Contingency	<u>\$ 57,305</u>	<u>\$ 250,000</u>	<u>\$ 250,000</u>	<u>\$ 250,000</u>
98.0 Dept - 600 Debt Service				
601 Interest Expense	\$ 246,260	\$ 250,000	\$ 185,660	\$ 151,233
Retirement of Debt	0	1,115,000	1,211,249	1,250,157
602 Fiscal Agent Fees	<u>57,865</u>	<u>50,000</u>	<u>67,018</u>	<u>67,018</u>
Total 98.0 Dept - 600 Debt Service	<u>\$ 304,125</u>	<u>\$ 1,415,000</u>	<u>\$ 1,463,927</u>	<u>\$ 1,468,408</u>
Total 97.0 & 98.0 Expenditures	<u>\$ 361,430</u>	<u>\$ 1,665,000</u>	<u>\$ 1,713,927</u>	<u>\$ 1,718,408</u>

97.0 Contingency, 98.0 Debt Svc - Public Works Fund

99.0 Transfers - Public Works Fund

**99.0 Transfers - Public Works Fund
Departmental Summary**

Expenditure Classification	Actual FY23	Approved Budget FY24B	Year-End Estimate FY24E	Budget FY25
99.0 Dept - 800 Transfers In				
810 Transfer In - Pledged Sales Tax	\$ -	\$ -	\$ -	\$ -
832 Transfer In - PD/WP Debt Service CIP	-	-	-	-
831 Transfer In - Sanitation Conversion CIP	-	-	-	-
Total 800 Transfers In	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
99.0 Dept - 900 Transfers Out				
900 Transfer Out - General Fund	\$ 2,515,470	\$ 2,150,000	\$ 2,150,000	\$ 2,600,000
905 Transfer Out - CIP Fund	-	-	-	-
910 Transfer Out - GF 82.5% Sales Tax	-	-	-	-
931 Transfer Out - CIP 17.5% Sales Tax	-	-	-	-
Total 900 Transfers Out	<u>\$ 2,515,470</u>	<u>\$ 2,150,000</u>	<u>\$ 2,150,000</u>	<u>\$ 2,600,000</u>
Total Transfers	<u>\$ (2,515,470)</u>	<u>\$ (2,150,000)</u>	<u>\$ (2,150,000)</u>	<u>\$ (2,600,000)</u>

**CAPITAL IMPROVEMENT FUND
SUMMARY OF REVENUES, TRANSFERS AND EXPENDITURES**

	Actual FY23	Approved Budget FY24B	Year-End Estimate FY24E	Budget FY25
Funding Sources				
Interest Income	\$ 2,143	\$ 1,438	\$ 3,358	\$ 3,358
CIP 17.5% Sales Tax	1,033,470	1,123,120	1,077,784	1,077,784
Transfer Out - PD/WP Debt Service	-	-	-	-
Transfer In- PWA	50,000	-	-	-
Trnsfer In - GF	39,000	648,613	648,613	-
Grant Revenue	838,382	-	115,714	809,161
Total Funding Sources	\$ 1,962,995	\$ 1,773,171	\$ 1,845,469	\$ 1,890,303
CDBG Grant Match	\$ 42,769	\$ -	\$ 350,916	\$ 400,000
ODOT Sidewalk Project	396,779	-	-	-
CRRSAA Rockwell Ave Project	7,853	-	86,500	609,161
City Hall Light Replacement	10,550	-	-	-
Replace VFD in Pump Room	21,758	-	-	-
Mueller Water Line Replacement	53,592	0	-	-
City Hall Improve & ADA	94,973	-	-	-
Fire Department Overhead Doors	61,399	-	-	-
New Water Dept Truck	38,387	-	-	-
PD Flock Cameras				30,000
City Hall HVAC Replacements		60,000	25,000	25,000
PW 1/2 Ton Truck / Tommy Lift		36,000	36,000	-
31st Street Lift Station	-	231,000	-	-
Ripper Pool Rehab	4,185	85,000	-	101,500
Fire Truck Lease Payment	84,084	85,000	85,000	85,000
Streets Dump Truck				155,000
Streets One Ton Truck				40,000
Streets Salt/Sand Spreader				50,000
Streets Snow Plow				18,000
Traffic Signage				10,000
Street Dept. Overhead Door				6,000
Streets One ton Truck w/ Dump Bed		60,035		-
Dispatch Console		95,000	91,966	-
PW Mini Trac Loader		29,000	31,316	-
Public Works Backhoe	105,749	-	-	-
Replacement Dumpsters	27,390	54,900	54,900	-
PD HVAC		20,000		20,000
Fleet Pickup				35,000
East Cemetery Fence				66,000
Parks Mid-Deck ZTR				19,000
PArk Dept. Overhead Door				18,000
Comm. Dev. Truck		40,000	39,602	-
PW 55HP Tractor/Mower	46,900	-	-	-
Streets ZTR Mower		20,000	18,654	-
PW Flail Mower		9,000		-
PW ZTR Mower	17,308	-	-	-
Unleaded Fuel Pump	8,512	-	-	-
Sanitation Truck	-	-	231,600	-
Total Estimated Project Costs	\$ 1,022,188	\$ 824,935	\$ 1,051,454	\$ 1,687,661
Beginning Fund Balance	664,980	1,607,521	1,607,521	2,403,270
Ending Fund Balance	\$ 1,607,521	\$ 2,557,491	\$ 2,403,270	\$ 2,605,912
Reserved For Streets, Sidewalks and Drainage		(670,000)	(670,000)	(950,780)
Unreserved Fund Balance	\$ 1,607,521	1,887,491	1,733,270	1,655,132

CAPITAL IMPROVEMENT FUND



E911 FUND
SUMMARY OF REVENUES, TRANSFERS AND EXPENDITURES

E911 FUND

	Actual FY23	Approved Budget FY24B	Year-End Estimate FY24E	Budget FY25
Revenue				
E911 Telephone Fees	\$ 47,911	\$ 46,000	\$ 48,758	\$ 48,000
Total Revenue	<u>\$ 47,911</u>	<u>\$ 46,000</u>	<u>\$ 48,758</u>	<u>\$ 48,000</u>
Expenditures				
E911 Compliant Expenditures	\$ -	\$ -	\$ -	\$ 10,000
Transfe To General Fund	\$ -	\$ 10,000	\$ 10,000	10000
Total Expenditures	<u>\$ -</u>	<u>\$ 10,000</u>	<u>\$ 10,000</u>	<u>\$ 20,000</u>
Beginning Fund Balance	<u>68,773</u>	<u>116,684</u>	<u>116,684</u>	<u>155,442</u>
Ending Fund Balance	<u>\$ 116,684</u>	<u>\$ 152,684</u>	<u>\$ 155,442</u>	<u>\$ 183,442</u>

**PUBLIC SAFETY FUND
SUMMARY OF REVENUES, TRANSFERS AND EXPENDITURES**

PUBLIC SAFETY FUND

	<u>Actual FY23</u>	<u>Approved Budget FY24B</u>	<u>Year-End Estimate FY24E</u>	<u>Budget FY25</u>
Revenue and Grants				
Traffic Safety Grants	\$ 45,253	\$ 40,000	\$ 39,770	\$ 40,000
CDS Revolving Fund	-	2,000	2,233	2,000
AG Equitable Share	-		-	
Other Police Grants	68,750		10,694	
ICE Equitable Share	-		-	
Police Donations	14	50	-	50
Fire Donations	-		-	
Bullet Proof Vest Grant	1,619	1,000	-	1,000
BMC Dedicated Tech Fee	47,680	46,500	36,582	46,500
Reimbursement -Towing	3,983	5,000	-	5,000
BPD Dedicated Tech Fee	45,147	44,000	35,393	44,000
Fire Department Grant	238		-	-
Impound Fee	85,878	81,000	89,817	81,000
Police Special Revenue	-	1,000	-	1,000
Animal Shelter Revenue	9,943	10,000	35,590	10,000
A.C. Microchipping and Adoption	14,122	10,000	17,231	10,000
Animal Shelter Donations	533	600	300	600
Total Revenue and Grants	<u>\$ 323,160</u>	<u>\$ 241,150</u>	<u>\$ 267,610</u>	<u>\$ 241,150</u>
Expenditures, Contingency, and Transfers				
Fire Department Grant Expenditures	\$ -	\$ -	\$ -	\$ -
Police Department Grant Expenditures	4,800	7,500	-	7,500
Impound Fee Expenditures	2,441	30,000	-	30,000
Other Expenditures	39,936	4,366	180	-
CDS Revolving Acct Share Exp	-	-	-	-
BPD Dedicated Tech Fee Exp	29,914	30,000	29,333	30,000
BMC Dedicated Tech Fee Exp	5,633	10,500	8,049	7,000
Transfer Out- GF	117,722	168,894	135,000	168,894
Transfer Out- Other Funds	-	-	-	-
Total Expenditures, Contingency, and Transfers	<u>\$ 200,446</u>	<u>\$ 251,260</u>	<u>\$ 172,562</u>	<u>\$ 243,394</u>
Beginning Fund Balance	<u>\$ 359,435</u>	<u>\$ 482,149</u>	<u>\$ 482,149</u>	<u>\$ 577,197</u>
Ending Fund Balance	<u>\$ 482,149</u>	<u>\$ 472,039</u>	<u>\$ 577,197</u>	<u>\$ 574,953</u>

**PARKS AND STREETS CAPITAL IMPROVEMENT FUND
SUMMARY OF REVENUES, TRANSFERS AND EXPENDITURES**

PARKS AND STREETS CAPITAL IMPROVEMENT FUND

	Actual FY23	Approved Budget FY24B	Year-End Estimate FY24E	Budget FY25
Funding Sources				
Interest Income	\$ 2	\$ 2	\$ 1	\$ 2
CE Mendenhall Park Project	-	-	-	-
Street Landscape Projects	-	-	-	-
Centennial Mural Project	-	-	-	-
Eldon Lyon Park easement	-	-	-	-
W Taylor Eldon Lyon Park Memorial	-	-	-	-
Transfers In	-	-	-	-
Total Funding Sources	<u>\$ 2</u>	<u>\$ 2</u>	<u>\$ 1</u>	<u>\$ 2</u>
CE Mendenhall Park Project	\$ -	\$ -	\$ -	\$ -
Street Landscape Projects	-	-	-	-
Centennial Mural Project	-	-	-	-
Park Improvements	-	-	-	-
W Taylor Eldon Lyon Park Memorial	-	-	-	-
	-	-	-	-
	-	-	-	-
Total Estimated Project Costs	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Beginning Fund Balance	<u>\$ 48,309</u>	<u>\$ 48,311</u>	<u>\$ 48,311</u>	<u>\$ 48,312</u>
Ending Fund Balance	<u>\$ 48,311</u>	<u>\$ 48,313</u>	<u>\$ 48,312</u>	<u>\$ 48,314</u>

**DEBT SERVICE FUND
SUMMARY OF REVENUES, TRANSFERS AND EXPENDITURES**

DEBT SERVICE FUND

	<u>Actual FY23</u>	<u>Approved Budget FY24B</u>	<u>Year-End Estimate FY24E</u>	<u>Budget FY25</u>
Revenue and Transfers				
Current Year Taxes	\$ 680,000	\$ 499,658	\$ 2,000,000	\$ 2,100,000
Prior Year Taxes	25,000	25,000	8,567	9,000
Debt Proceeds	-	-	-	-
Total Revenue and Transfers	<u>\$ 705,000</u>	<u>\$ 524,658</u>	<u>\$ 2,008,567</u>	<u>\$ 2,109,000</u>
Expenditures				
Current Year Retirements	\$ 430,000	\$ 430,000	\$ 430,000	\$ 980,000
Interest Payments on Bonds	133,575	124,975	1,182,728	831,088
Amt to Repay debt	-	-	-	-
Fiscal Agent Fees	300	300	-	-
Total Expenditures	<u>\$ 563,875</u>	<u>\$ 555,275</u>	<u>\$ 1,612,728</u>	<u>\$ 1,811,088</u>
Excess (Deficiency) of Revenues over Expenditures	<u>\$ 141,125</u>	<u>\$ (30,617)</u>	<u>\$ 395,839</u>	<u>\$ 297,912</u>
Beginning Fund Balance	\$ 541,742	\$ 682,867	\$ 652,250	\$ 1,048,089
Ending Fund Balance	682,867	\$ 652,250	\$ 1,048,089	\$ 1,346,001
Less Reserve for Bond Retirement	<u>(130,322)</u>	<u>(130,322)</u>	<u>(130,322)</u>	<u>(130,322)</u>
Fund Balance Designated For Debt Service	<u>\$ 552,545</u>	<u>\$ 521,928</u>	<u>\$ 917,767</u>	<u>\$ 1,215,679</u>

**BETHANY HOSPITAL TRUST
SUMMARY OF REVENUES, TRANSFERS AND EXPENDITURES**

BETHANY HOSPITAL TRUST

	<u>Actual FY23</u>	<u>Approved Budget FY24B</u>	<u>Year-End Estimate FY24E</u>	<u>Budget FY25</u>
Revenue				
Lease Payments	\$ 133,011	\$ 180,000	\$ 168,497	\$ 180,000
Other Income	-	-	-	-
Interest Income	125,622	125,000	132,079	125,000
Capital Contributions	-	-	-	-
Total Revenues	<u>\$ 258,633</u>	<u>\$ 305,000</u>	<u>\$ 300,576</u>	<u>\$ 305,000</u>
Expenditures And Transfers Out				
Other Expenditures	\$ -	\$ 10,500	\$ -	\$ -
Capital Improvements	-	-	-	-
Depreciation Expense	260,000	255,000	255,000	255,000
Transfer Out- Other Funds	-	-	-	-
Transfer Out- BDA	-	-	-	-
Total Expenditures and Transfers Out	<u>\$ 260,000</u>	<u>\$ 265,500</u>	<u>\$ 255,000</u>	<u>\$ 255,000</u>
Contingency				
Restricted OPEB Contingency	\$ -	\$ -	\$ -	\$ -
Restricted Long Term Asset Contingency	-	-	-	-
Restricted Fixed Asset Contingency	-	-	-	-
Restricted Capital Asset Contingency	-	-	-	-
Litigation Contingency	-	-	-	-
Disaster/Emergency Contingency	-	-	-	-
Total Contingency	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Beginning Fund Balance	<u>\$ 7,136,982</u>	<u>\$ 7,135,615</u>	<u>\$ 7,135,615</u>	<u>\$ 7,181,191</u>
Ending Fund Balance	<u>\$ 7,135,615</u>	<u>\$ 7,175,115</u>	<u>\$ 7,181,191</u>	<u>\$ 7,231,191</u>

**BETHANY DEVELOPMENT AUTHORITY
SUMMARY OF REVENUES, TRANSFERS AND EXPENDITURES**

BETHANY DEVELOPMENT AUTHORITY

	<u>Actual FY23</u>	<u>Approved Budget FY24B</u>	<u>Year-End Estimate FY24E</u>	<u>Budget FY25</u>
Revenue and Transfers In				
Interest Income	\$ -	\$ -	\$ -	\$ -
TIF District Income	60,783	-	-	61,000
Transfer In- BHT	-	-	-	-
Transfer In- GF	20,000	20,000	20,000	20,000
Transfers Out- BEDA	-	-	-	-
Total Revenue and Transfers In	<u>\$ 80,783</u>	<u>\$ 20,000</u>	<u>\$ 20,000</u>	<u>\$ 81,000</u>
Expenditures and Transfers Out				
100 Personal Service				
300 Other Services & Charges				
340 Tax Incent Finance Dist Services	\$ -	\$ -	\$ -	\$ -
342 Maintenance Contractual	-	-	-	-
347 Economic Development Grants	-	-	-	-
348 Advertising and Promotion	-	-	-	-
351 Bethany Freedom Festival	20,000	20,000	20,000	20,000
352 Other Events	-	-	-	-
Total 300 Services & Charges	<u>\$ 20,000</u>	<u>\$ 20,000</u>	<u>\$ 20,000</u>	<u>\$ 20,000</u>
Subtotal Maintenance & Operations	\$ 20,000	\$ -	\$ 20,000	\$ -
Beginning Fund Balance	<u>\$ 90,981</u>	<u>\$ 151,764</u>	<u>\$ 151,764</u>	<u>\$ 151,764</u>
Ending Fund Balance	<u>\$ 151,764</u>	<u>\$ 171,764</u>	<u>\$ 151,764</u>	<u>\$ 232,764</u>

**BETHANY ECONOMIC DEVELOPMENT AUTHORITY (BEDA)
SUMMARY OF REVENUES, TRANSFERS AND EXPENDITURES**

BETHANY ECONOMIC DEVELOPMENT AUTHORITY (BEDA)

	Actual FY23	Approved Budget FY24B	Year-End Estimate FY24E	Budget FY25
Revenue and Transfers In				
Interest Income	\$ 3,857	\$ 3,000	\$ 5,000	\$ 3,000
Transfer In- GF Mercer Property	-	-	-	-
Transfer In- GF Hotel Tax	75,000	75,000	75,000	75,000
Transfer In- BHT	-	-	-	-
Total Revenue and Transfers In	\$ 78,857	\$ 78,000	\$ 80,000	\$ 78,000
Expenditures and Transfers Out				
100 Personal Service				
100 Salaries	\$ -	\$ 7,800	\$ -	\$ 7,800
101 Allowances	-	-	-	-
102 FICA & Medicare	-	600	-	600
103 Retirement	-	-	-	-
104 Insurance - Employee	-	-	-	-
105 Membership, Travel & Training	-	-	-	-
Total 100 Personal Service	\$ -	\$ 8,400	\$ -	\$ 8,400
200 Materials & Supplies				
210 Office Supplies	\$ -	\$ 500	\$ -	\$ 500
212 Maintenance Supplies	-	-	-	-
Total 200 Materials & Supplies	\$ -	\$ 500	\$ -	\$ 500
300 Other Services & Charges				
340 Professional Services (BANTA)	\$ 20,519	\$ 42,000	\$ 33,600	\$ 42,000
342 Maintenance Contractual	-	-	-	-
347 Economic Development Agreements	-	25,800	20,000	25,800
348 Advertising and Promotion	18,600	5,000	-	5,000
351 Bethany Freedom Festival	-	-	-	-
352 Other Events	-	-	-	-
Total 300 Services & Charges	\$ 39,119	\$ 72,800	\$ 53,600	\$ 72,800
Subtotal Maintenance & Operations	\$ 39,119	\$ 81,700	\$ 53,600	\$ 81,700

**BETHANY ECONOMIC DEVELOPMENT AUTHORITY (BEDA)
SUMMARY OF REVENUES, TRANSFERS AND EXPENDITURES**

BETHANY ECONOMIC DEVELOPMENT AUTHORITY (BEDA)

	Actual FY23	Approved Budget FY24B	Year-End Estimate FY24E	Budget FY25
400 Capital Expenditures				
401 Office Equipment	\$ -	\$ -	\$ -	\$ -
402 Motor Vehicles & Machinery	-	-	-	-
403 Other Equipment	-	-	-	-
404 Projects	<u>6,500</u>	-	-	-
Total 400 Capital Expenditures	<u>\$ 6,500</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
500 Contingency				
501 Operating Contingency	\$ -	\$ -	\$ -	\$ -
502 Capital Contingency- Fixed Assets	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total 500 Contingency	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Expenditures	<u>\$ 45,619</u>	<u>\$ 81,700</u>	<u>\$ 53,600</u>	<u>\$ 81,700</u>
Beginning Fund Balance	<u>\$ 345,971</u>	<u>\$ 379,209</u>	<u>\$ 379,209</u>	<u>\$ 405,609</u>
Ending Fund Balance	<u>\$ 379,209</u>	<u>\$ 375,509</u>	<u>\$ 405,609</u>	<u>\$ 401,909</u>

**BETHANY JUVENILE JUSTICE FUND
SUMMARY OF REVENUES, TRANSFERS AND EXPENDITURES**

	Actual FY23	Approved Budget FY24B	Year-End Estimate FY24E	Budget FY25
Revenue and Transfers In				
Interest Income	\$ -	\$ -	\$ -	\$ -
Juvenile fines and Court Costs	-	-	-	-
Other Income	-	-	-	-
Transfers from Other Funds	-	-	-	-
Total Revenue and Transfers In	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Expenditures and Transfers Out				
100 Personal Service				
100 Salaries	\$ -	\$ -	\$ -	\$ -
101 Allowances	-	-	-	-
102 FICA & Medicare	-	-	-	-
103 Retirement	-	-	-	-
104 Insurance - Employee	-	-	-	-
105 Membership, Travel & Training	-	-	-	-
106 Overtime	-	-	-	-
Total 100 Personal Service	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
200 Materials & Supplies				
210 Office Supplies	\$ -	\$ -	\$ -	\$ -
212 Maintenance Supplies	-	-	-	-
Total 200 Materials & Supplies	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
300 Other Services & Contingency				
340 Professional Services	\$ -	\$ -	\$ -	\$ -
341 Utilities	-	-	-	-
342 Maintenance Contractual	-	-	-	-
503 Restricted Juvenile Justice Contingency	-	-	-	-
300 Other Services & Contingency	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Subtotal Maintenance & Operations	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
900 Transfers Out				
910 Transfer to General Fund	\$ -	\$ 10,000	\$ 10,000	\$ -
Total 900 Transfers Out	<u>\$ -</u>	<u>\$ 10,000</u>	<u>\$ 10,000</u>	<u>\$ -</u>
Total Expenditures & Transfers Out	<u>\$ -</u>	<u>\$ 10,000</u>	<u>\$ 10,000</u>	<u>\$ -</u>
Beginning Fund Balance	<u>\$ 143,516</u>	<u>\$ 143,516</u>	<u>\$ 143,516</u>	<u>\$ 133,516</u>
Ending Fund Balance	<u>\$ 143,516</u>	<u>\$ 133,516</u>	<u>\$ 133,516</u>	<u>\$ 133,516</u>

BETHANY JUVENILE JUSTICE FUND

**BETHANY CEMETERY TRUST
SUMMARY OF REVENUES, TRANSFERS AND EXPENDITURES**

BETHANY CEMETERY TRUST

	<u>Actual FY23</u>	<u>Approved Budget FY24B</u>	<u>Year-End Estimate FY24E</u>	<u>Budget FY25</u>
Revenue and Transfers In				
Sale of sites	\$ -	\$ 11,700	\$ -	\$ 11,700
Other Income	-	-	-	-
Interest Income	-	-	-	-
Donations and Contributions	-	-	-	-
Total Revenue and Transfers In	<u>\$ -</u>	<u>\$ 11,700</u>	<u>\$ -</u>	<u>\$ 11,700</u>
Expenditures and Transfers Out				
Other Expenditures	\$ -	\$ -	\$ -	\$ -
Cemetery Improvements	2,800	64,000	-	64,000
Transfer to Other Funds	-	-	-	-
Disaster/Emergency Contingency	-	-	-	-
Total Expenditures and Transfers Out	<u>\$ 2,800</u>	<u>\$ 64,000</u>	<u>\$ -</u>	<u>\$ 64,000</u>
Beginning Fund Balance	<u>\$ 78,840</u>	<u>\$ 76,040</u>	<u>\$ 76,040</u>	<u>\$ 76,040</u>
Ending Fund Balance	<u>\$ 76,040</u>	<u>\$ 23,740</u>	<u>\$ 76,040</u>	<u>\$ 23,740</u>

NOTICE: On Thursday, February 15, 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. 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, FEBRUARY 20, 2024

6:30 P.M.

MEMBERS PRESENT:	Nikki Lloyd	Chairman
	Jeff Knapp	Vice-Chairman
	Steve Palmer	Trustee
	Brian Magirowsky	Trustee
	Chris Powell	Trustee
	Marilyn McPhail	Trustee
	Kathy Larsen	Trustee
	Ken Smart	Trustee
	Peter Plank	Trustee
MEMBERS ABSENT:	None	
OTHERS PRESENT:	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	Sean Cowan	Cowan Engineering
	Jon Wolff	Municipal Finance
	Michael Taylor	Cowan Engineering
	(See Roster)	

Mayor Lloyd called the Bethany City Council meeting to order at 10:06 P.M.

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

- A. APPROVAL OF MINUTES FROM FEBRUARY 6, 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.**

Council Member McPhail asked about items purchased from Busby Pump.

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

ITEM NO. 2 on the agenda was **CONSIDERATION, DIISCUSSION, AND POSSIBLE ADOPTION OF RESOLUTION NO 1688, 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") AUTHORIZING ISSUANCE, SALE AND DELIVERY OF A PROMISSORY NOTE OF THE AUTHORITY TO THE OKLAHOMA WATER RESOURCES BORAD: APPROVING AND AUTHORIZING THE MAYOR TO SIGN ON BEHALF OF THE CITY AN AGREEMENT WITH THE AUTHORITY, AND APPROVING ACTION TAKEN BY THE BETHANY PUBLIC WORKS AUTHORITY APPROVING SUCH AGREEMENT, WHICH AGREEMENT WILL SERVE AS PART OF THE SECURITY FOR A LOAN FROM THE OKLAHOMA WATER RESOURCES BOARD FOR THE PURPOSE OF FINANCING CERTAIN WASTEWATER SYSTEM IMPROVEMENTS; AND CONTAINING OTHER PROVISIONS RELATED THERETO. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Trustee Palmer, seconded by Trustee Smart to table this item to the March 5th meeting. Yes Votes: Palmer, Lloyd, Larsen, Magirowsky, Powell, Smart, Plank, McPhail, Knapp. No Votes: None. Motion passed.

ITEM NO. 3 on the agenda was **NEW BUSINESS (AS DEFINED BY THE OKLAHOMA OPEN MEETING ACT § 311 (A) (9) AS "MATTERS NOT KNOWN ABOUT OR WHICH COULD NOT HAVE REASONABLY BEEN FORESEEN PRIOR TO THE TIME OF POSTING THE AGENDA")**.

None

ITEM NO. 4 on the agenda was **ADJOURN UNTIL MARCH 5, 2024.**

Mayor Lloyd adjourned the Bethany Public Works meeting at 10:09 P.M. until March 5, 2024.

CHAIRMAN

SECRETARY

BETHANY PUBLIC WORKS AUTHORITY

From: Michael Vaughn, Finance Director
Date: February 29, 2024
Subject: Claims list for the 03/05/2024 Bethany Public Works Authority Meeting

BETHANY PUBLIC WORKS AUTHORITY

FUND	AMOUNT
Bethany Public Works Authority	\$ 237,864.84
TOTAL	\$ 237,864.84

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 170,919.37
Bethany Public Works Authority	\$ 237,864.84
Bethany Hospital Trust	\$ -
Bethany Development Authority	\$ -
TOTAL	\$ 408,784.21

RECOMMENDATION

1. Approve claims as presented.



FUND: 056- BETHANY PUBLIC WORKS AUTH

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 02.0		FINANCE				
24-49925	10-005373	CARD SERVICES/PI	TONER, KNEE PADS, LYSOL	2/2024	1056203	54.85
24-48310	10-005702	TPS TECHNICAL PROGRAMMING	UTILITY BILLING SVC	2/2024	117025	2,327.74
24-49318	10-1085	OKLAHOMA MUNICIPAL ASSURANCW/C		2/2024	202402275680	171.09
DEPARTMENT TOTAL:						2,553.68
DEPARTMENT: 08.1		PUBLIC WORKS - ADMIN				
24-48296	10-1068	ONG	MNTHLY SVC	2/2024	20240219	553.39
24-49318	10-1085	OKLAHOMA MUNICIPAL ASSURANCW/C		2/2024	202402275680	85.55
24-49835	10-3042	ACCURATE ENVIRONMENTAL	ODEQ REQUIRED TESTING	2/2024	GB13080	736.00
DEPARTMENT TOTAL:						1,374.94
DEPARTMENT: 08.3		PUBLIC WORKS - SANIT				
24-49573	10-005350	FORCE PERSONNEL	TEMP HELP FOR SANITATION	2/2024	77280	1,895.80
24-49899	10-0225	GENUINE PARTS	GREASE CERTS FOR UNITS	2/2024	054316	3.52
24-49318	10-1085	OKLAHOMA MUNICIPAL ASSURANCW/C		2/2024	202402275680	10,950.11
24-49862	10-3081	PREMIER TRUCK/ATC FREIGHTLIAIR	CHAMBER BRAKE	2/2024	120762412	47.13
24-49391	10-3940	J & E SUPPLY	8BOLTSFORSTOCK&UNIT99	2/2024	3041489	266.40
24-49625	10-4012	WASTE CONNECTIONS,INC	3RD QUARTER LANDFILL FEE	2/2024	30846	22,667.00
24-49938	10-4012	WASTE CONNECTIONS,INC	JANUARY FREE LANDFILL DAY	2/2024	30847	1,425.85
DEPARTMENT TOTAL:						37,255.81
DEPARTMENT: 08.4		PUBLIC WORKS - MAINT				
24-49318	10-1085	OKLAHOMA MUNICIPAL ASSURANCW/C		2/2024	202402275680	171.10
24-49771	10-1245	RAM PRODUCTS INC	DX&POSSIBLEREPAIRLEAK	2/2024	50733	269.90
24-49613	10-2143	WARREN CAT	SERVICE GENERATOR	2/2024	WO180036470	251.86
DEPARTMENT TOTAL:						692.86
DEPARTMENT: 12.0		UTILITY - WATER PLANT				
24-49878	10-004725	RUCKER ELECTRIC INCORPORATEE	ELECTRICAL FOR LIME SOLO	2/2024	13289	155.00
24-49877	10-005373	CARD SERVICES/PI	BINDER, INK,	2/2024	3369821	242.71
24-49765	10-0091	BRENNTAG SOUTHWEST INC	2 TOTES AQUA AMNONIA	2/2024	BSW526820	1,885.25
24-49843	10-0091	BRENNTAG SOUTHWEST INC	2 TOTES ALUMINUM SULFATE	2/2024	BSW527739	2,697.50
24-49887	10-0635	GRAINGER INC	SMALL MOTOR FOR LIME SILO	2/2024	9029285781	406.39
24-48296	10-1068	ONG	MNTHLY SVC	2/2024	20240219	605.07
24-49318	10-1085	OKLAHOMA MUNICIPAL ASSURANCW/C		2/2024	202402275680	3,507.46
24-49934	10-1128	OK CITY WATER UTILITIES TR	JANUARY 2024	2/2024	20240212	47,279.37
24-49901	10-1622	WESTLAKE ACE HARDWARE	AA BATTERY S FOR LAB EQUIP	2/2024	3504008	22.99
24-49607	10-2143	WARREN CAT	REPAIR GENERATOR	2/2024	WO180036469	2,883.13
24-49639	10-2143	WARREN CAT	REPAIR 2 HEATER BLOCKS	2/2024	WO180036251	3,679.58
24-49835	10-3042	ACCURATE ENVIRONMENTAL	ODEQ REQUIRED TESTING	2/2024	GB13081	300.00
24-49842	10-3919	MISSISSIPPI LIME	25 TONS OF LIME	2/2024	1713501	8,435.06
DEPARTMENT TOTAL:						72,099.51

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 12.1		UTILITY - WATER LINE				
24-49548	10-1066	OKLAHOMA CONTRACTOR'S SUPPL	MULTISIZES COPPER FITTINGS	2/2024	0378307-IN	3,940.00
24-49769	10-1066	OKLAHOMA CONTRACTOR'S SUPPL	METER READING SCOPE	2/2024	0378306-IN	85.00
24-49869	10-1066	OKLAHOMA CONTRACTOR'S SUPPL	12IN CLAMP	2/2024	0378403-IN	340.00
24-49318	10-1085	OKLAHOMA MUNICIPAL ASSURANC	W/C	2/2024	202402275680	2,908.62
24-49891	10-2530	IMPROVED CONSTRUCTION METHO	FLAGS AND PAINT	2/2024	046354	765.00
24-49876	10-2557	CORE & MAIN LP	1-6IN, 1-8IN, & CURB STOP	2/2024	U343329	393.13
24-49577	10-4090	AT&T MOBILITY	ON CALL & METER READERS	2/2024	x02192024	188.72
DEPARTMENT TOTAL:						8,620.47
DEPARTMENT: 12.2		UTILITY - SEWER				
24-49797	10-1063	OG&E	SEWER MNTHLY	2/2024	20240212	716.78
24-49318	10-1085	OKLAHOMA MUNICIPAL ASSURANC	W/C	2/2024	202402275680	1,197.67
24-49855	10-1282	BOB RODGERS GARAGE	TOW UNIT #45	2/2024	24-08149	140.00
24-48398	10-1785	BETHANY-WARR ACRES PWA	SEWER PROCESSING	2/2024	20240131	112,181.22
24-49793	10-2828	UNITED RENTALS (NORTH AMERI	19TH AND COLLEGE	2/2024	2300208535-001	969.70
24-49577	10-4090	AT&T MOBILITY	ON CALL & METER READERS	2/2024	x02192024	62.20
DEPARTMENT TOTAL:						115,267.57
FUND TOTAL:						237,864.84
GRAND TOTAL:						408,784.21

RESOLUTION NO. 1689

A RESOLUTION APPROVING A MUNICIPAL AGREEMENT WITH THE BETHANY WARR ACRES PUBLIC WORKS AUTHORITY (THE "AUTHORITY") WHICH AGREEMENT WILL SERVE AS A PART OF THE SECURITY FOR A LOAN TO THE AUTHORITY FROM THE OKLAHOMA WATER RESOURCES BOARD FOR THE PURPOSE OF FINANCING CERTAIN WASTEWATER SYSTEM IMPROVEMENTS; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

WHEREAS, The Bethany Public Works Authority, Oklahoma County, Oklahoma (the "BPWA"), was organized under Title 60, Oklahoma Statutes 2021, Sections 176-180.4, for the purpose of furthering the public functions of the City of Bethany, Oklahoma (the "City"); and

WHEREAS, the Bethany Warr Acres Public Works Authority (the "Authority"), was organized under Title 60, Oklahoma Statutes 2021, Sections 176-180.4, with the City of Bethany, Oklahoma and the City of Warr Acres, Oklahoma (collectively, the "Beneficiaries") and in particular was organized to assist the Beneficiaries with the treatment of wastewater and the development thereof together with certain equipment and facilities relating thereto; and

WHEREAS, the Oklahoma Water Resources Board (the "Board") has under consideration a loan application of the Authority and the Authority has determined to borrow money from the Board to finance certain improvements to the wastewater treatment facilities of the Authority, including improvements to the wastewater plant (the "Project") and to evidence such loan by the issuance of to the Authority's Promissory Note in the principal amount of not to exceed \$30,000,000.00 payable to the Board (the "Authority's Note"), secured by a pledge of revenue derived by the Authority from agreements with the Beneficiaries (hereinafter collectively the "Municipal Agreements").

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE BETHANY PUBLIC WORKS AUTHORITY, OKLAHOMA COUNTY, OKLAHOMA:

Section 1. Debt Service on Authority's Note. The BPWA is hereby authorized to accept a share of the obligation to pay a portion of the Authority's debt service estimated to be 66.67% thereof, relating to the Authority's Promissory Note in the original principal amount of not to exceed \$30,000,000.00 issued at a net interest cost not to exceed six percent (6.0%) payable to the Board and secured by a pledge of revenue derived from all the Municipal Agreements and other pledged revenue.

Section 2. Approval and Execution of Municipal Agreement. The Municipal Agreement by and among the City, the WAPWA and the Authority (the "Municipal Agreement"), is hereby approved and the Mayor or Vice Mayor and City Clerk are hereby authorized to execute same for and on behalf of the City, and to do all other lawful things to carry out the terms and conditions of said Municipal Agreement.

Section 3. Covenants of Authority. Until payment in full of the Authority's Note and performance of all obligations owing to the Board by the Authority under its agreements with the Board and the obligation of the BPWA under the Municipal Agreement and the instruments executed pursuant hereto, unless the Board shall otherwise consent in writing, the BPWA hereby represents its intent to abide by and carry out the covenants contained in the Municipal Agreement and the Municipal Agreement is incorporated herein in its entirety.

Section 4. Lease. The Lease dated March 17, 1959, as amended by an Amendment to Lease Agreement dated May 20, 2003, both by and between the City and the Authority (collectively, the "Lease"), whereby the City leases its water and sanitary sewer systems to the Authority and whereby the Authority agrees to operate and maintain said systems, is hereby ratified and confirmed and the term of said Lease shall extend until the Authority's Note is paid.

Section 5. Necessary Action. The Chairman or Vice Chairman and Secretary or Assistant Secretary of the BPWA are hereby further authorized on behalf of the BPWA to accept, receive, execute, attest, seal and deliver the above mentioned documents and all additional documentation, certifications and instruments and to take such further actions as may be required in connection with the transactions contemplated hereby, and are further authorized to approve and make any changes to the Municipal Agreement approved by this Resolution, for and on behalf of the BPWA, the execution and delivery of such documents being conclusive as to the approval of any terms contained therein.

[Remainder of Page Left Blank Intentionally]

ADOPTED AND APPROVED THIS 20TH DAY OF FEBRUARY, 2024.

THE BETHANY PUBLIC WORKS
AUTHORITY

(SEAL)

ATTEST:

Chairman

Secretary

**CERTIFICATE
OF
AUTHORITY ACTION**

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary of The Bethany Public Works Authority.

I further certify that the Trustees of The Bethany Public Works Authority held a Regular Meeting at 6:30 P.M., on February 20, 2024, after due notice was given in full compliance with the Oklahoma Open Meeting Act.

I further certify that attached hereto is a full and complete copy of a Resolution that was passed and approved by said Trustees at said meeting as the same appears in the official records of my office and that said Resolution is currently in effect and has not been repealed or amended as of this date.

I further certify that below is listed those Trustees present and absent at said meeting; those making and seconding the motion that said Resolution be passed and approved; and those voting for and against such motion:

PRESENT:

ABSENT:

MOTION MADE BY:

MOTION SECONDED BY:

AYE:

NAY:

WITNESS MY HAND THIS 20TH DAY OF FEBRUARY, 2024.

THE BETHANY PUBLIC WORKS
AUTHORITY

(SEAL)

Secretary of Authority

OPERATION AND MAINTENANCE AGREEMENT

between

THE BETHANY-WARR ACRES PUBLIC WORKS AUTHORITY,

and

THE BETHANY PUBLIC WORKS AUTHORITY

Dated as of _____ 1, 20____

THIS MAINTENANCE AND OPERATION AGREEMENT, made and entered into as of this first day of _____, 20__, between THE BETHANY PUBLIC WORKS AUTHORITY, an Oklahoma public trust (the “Authority”) with the City of Bethany (the “City”) as its beneficiary, and THE BETHANY-WARR ACRES PUBLIC WORKS AUTHORITY, a public trust duly created and existing under the laws of the State of Oklahoma (the “BWAPWA”) with the City and the City of Warr Acres, Oklahoma as its beneficiaries.

W I T N E S S E T H :

WHEREAS, The BWAPWA was organized under Title 60, Oklahoma Statutes 2021, Sections 176-180.4, with the City of Bethany, Oklahoma and the City of Warr Acres, Oklahoma (collectively, the “Beneficiaries” or “Participating Municipalities”) and the purposes, in part, of which were to provide a sanitary sewer system for the collection and disposal of waste in a manner which will protect the public health and welfare of the Beneficiaries; and

WHEREAS, the BWAPWA has determined to finance certain wastewater system improvements, including upgrades to the wastewater treatment plant (collectively, the “New Project”) to comply with requirements imposed by the Oklahoma Department of Environmental Quality; and

WHEREAS, the Authority acknowledges that it is necessary, in order for the BWAPWA to incur the financing required to make required improvements and upgrades to the wastewater treatment plant to pledge revenues received from the beneficiaries as security for the BWAPWA note; and

WHEREAS, in connection with such financing, the Authority and the BWAPWA are entering into this Operation and Maintenance Agreement (the “Contract”) for the purpose of evidencing the obligations of the respective parties.

NOW, THEREFORE, it is agreed between the Authority and the BWAPWA as follows:

CONTRACTING PARTIES

1. This Contract shall be effective and binding upon the Authority only in the event that The City of Warr Acres, Oklahoma, or its respective utility authority, shall also have similarly contracted with the BWAPWA regarding the New Project. Each Participating Municipality, and their respective utility authorities, assuming obligations under such contracts shall, before this Contract is binding upon the other Participating Municipalities and their utility authorities, secure approval thereof as required by the laws of the State of Oklahoma.

DEFINITIONS

2. Where used in this Contract:

2.1. “Accountant” shall mean an independent certified public accountant or firm of independent certified public accountants of recognized standing qualified to perform the duties required in the Contract.

2.2. “Authority” shall mean The Bethany Public Works Authority, a public trust created and existing pursuant to the provisions of Title 60, Sections 176 of the Oklahoma Statutes.

2.3. “City” shall mean the City of Bethany of the State of Oklahoma.

2.4. “BWAPWA” shall mean the Bethany-Warr Acres Public Works Authority.

2.5. “BWAPWA Note” shall mean the Series 2024 Promissory Note to Oklahoma Water Resources Board in the principal amount of \$_____.

2.6. “Existing Indebtedness” shall mean any existing obligations of the City or Authority payable from the Revenues of the System.

2.7. “Fiscal Year” shall mean the period July 1 through the next following June 30.

2.8. “Government Obligations” shall mean cash or noncallable direct obligations of (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), or noncallable obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

2.9. “Indenture” shall collectively mean the Trust Agreement by and between the BWAPWA and the Local Trustee, as the same be supplemented and amended from time to time, and also including any future bond indenture entered into for the purpose of refunding the BWAPWA Note.

2.10. “Interest Payment Date” shall mean any date on which interest is paid on the OWRB Bonds.

2.11. “Bethany Portion” shall mean 66.67%.

2.12. “Local Trustee” shall mean BOKF, NA, in its capacity as trustee bank pursuant to the terms of the Indenture, and its successors and assigns as trustee bank.

2.13. “Maximum Amount of the Bethany Portion of Debt Service” shall mean 66.67% of the maximum annual debt service on the BWAPWA Note.

2.14. “Net Revenues Available for Debt Service” shall mean the revenues of the System less: (a) debt service on the Existing Indebtedness; and (b) the Operation and Maintenance Expenses of the System (except that (1) interest on any debt payable from the revenues of the System, (2) depreciation and any other items not requiring the expenditure of cash, (3) any amounts expended for capital replacements, repairs and maintenance not recurring annually (or at shorter intervals) or reserves therefor, and (4) reserves for administration, operation and maintenance occurring in the normal course of business, shall not be included as an Operation and Maintenance Expense for purposes of this Section 2.14(b)).

2.15. “New Project” shall mean the financing of certain wastewater system improvements, including improvements to the wastewater treatment plant, along with related costs, in the principal amount not to exceed \$30,000,000.00.

2.16. “Operation and Maintenance Expenses” shall mean the costs of operating and maintaining the System pursuant to generally accepted accounting principles.

2.17. “OWRB” shall mean the Oklahoma Water Resources Board.

2.18. “OWRB Bonds” shall mean the Oklahoma Water Resources Board State Loan Program Revenue Bonds, Series 2024B.

2.19. “OWRB Loan” shall mean the loan made by the Oklahoma Water Resources Board to the BWAPWA pursuant to the terms of a Loan Agreement dated as of _____ 1, 2024, and secured by the BWAPWA Note.

2.20. “Participating Municipalities” shall mean the cities of Bethany and Warr Acres.

2.21. [Left Blank Intentionally].

2.22. “Revenues” shall mean: (i) all rates, fees, rentals, other charges, income and monies properly allocable to the System in accordance with generally accepted accounting principles resulting from the ownership and/or operation of the System, excluding customer deposits and any other deposits subject to refund until such deposits have become the property of the Authority, (ii) the proceeds of any insurance covering business interruption loss relating to the System, and (iii) any other monies from other sources used by the Authority for the payments. Such Revenues derived from the System shall, unless precluded by restrictions relating to Existing Indebtedness of the Authority be used for payments under Article 4 hereof.

2.23. “System” shall mean the sanitary sewer systems now or hereafter owned, maintained or operated by the BWAPWA.

2.24. “Trustee” shall mean BOKF, NA, Oklahoma City, Oklahoma, in its capacity as Trustee of the OWRB Bonds, and its successors and assigns as trustee.

PLEDGE OF CONTRACT

3. The payment obligations under this Contract may be pledged by the BWAPWA to the OWRB and the Local Trustee as additional security for the BWAPWA Note.

COVENANTS

4. The BWAPWA, for and in consideration of the issuance of the OWRB Bonds by the OWRB and the making of the loan to the BWAPWA for the purpose of acquiring financing the New Project hereby covenants and agrees to make monthly payments to the Local Trustee to satisfy the total due on the BWAPWA’s Note issued under the Indenture, including principal and interest requirements for the OWRB Bonds (as set forth on Exhibit “A” attached hereto), default

or delay payments, Trustee expenses consisting of the fees and expenses to be paid directly to the Trustee upon demand commencing upon the closing on the Loan and continuing until the principal of and interest on the BWAPWA Note and the reasonable fees and charges of the Trustee for necessary extraordinary services rendered by it and extraordinary expenses incurred by it when the same become due, provided that the Authority and may, without creating a default hereunder, contest in good faith the necessity for any such extraordinary services and expenses and the reasonableness of any such fees, charges or expenses. The referenced monthly payments shall be due not later than the 10th day of the preceding month.

5. The Authority hereby covenants to the BWAPWA and OWRB to maintain in each Fiscal Year a schedule or schedules of rates, fees, and charges for the services of its System sufficient to provide funds which will provide annual Net Revenues Available for Debt Service equal to at least 140% of the annual Maximum Amount of the Bethany Portion of Debt Service for such Fiscal Year. The Authority covenants to bill and collect service rates, fees, and charges of all customers of the Facilities and Systems of the City of Bethany sufficient to equal the Bethany Portion of the fees established by BWAPWA to satisfy its obligation on BWAPWA's Note so that the BWAPWA may fulfill its obligations under paragraph 4.

CITY AND AUTHORITY FACILITIES; ISSUANCE OF BONDS

6. (A) It is acknowledged by the BWAPWA and all assignees hereof that the City and the Authority may require additional System facilities, which facilities are referred to herein as "City Facilities." Either the City or the Authority must pay for the same and finance the acquisition of such City Facilities. Nothing in this Contract shall be deemed to operate in any manner to prevent the City or the Authority from providing additional City Facilities, and the right and power of the City and the Authority to do so is hereby recognized and affirmed.

(B) Nothing in this Contract shall be construed to deny:

(1) The right of the City or the Authority to construct, lease, purchase, or otherwise acquire additional necessary City Facilities, or the right of the City or the Authority to issue bonds or other evidence of indebtedness to finance the acquisition of such City Facilities;

(2) The right of the City or the Authority to operate and maintain such additional City Facilities; or

(3) The right of the City or the Authority to impose rates, fees and charges in their discretion and in addition to those charges and assessments required to meet the requirements of the City and the Authority to the BWAPWA under this Contract.

TERM OF CONTRACT - RENEWALS

7. (A) The benefits and obligations of this Contract shall be effective for a term of approximately thirty (30) years from and after _____ 1, 20__, to _____ 1, 20__, or such date thereafter as all obligations hereunder have been paid, and during each period of renewal as hereinafter set forth.

(B) The Authority shall have the right to renew this Contract for additional thirty (30) year terms upon notice to the BWAPWA of its decision to renew the same, given in writing not less than ninety (90) days prior to the expiration of the then current contract term. Following the payment or defeasance by the Authority of all amounts due to the BWAPWA under Article 4 hereof, the Authority shall remain obligated to pay to the BWAPWA all other amounts due to the BWAPWA.

(C) Until all amounts due to the BWAPWA by the Authority pursuant to Article 4 hereof shall have been paid, the amount annually paid by the Authority shall be for acquisition of the Bethany Portion of the New Project; but upon completion of payment of all amounts due under Article 4 of this Contract, the Authority and the City shall have and possess a permanent undivided (and indivisible) right to the Bethany Portion of the New Project.

ADDITIONAL REQUIREMENTS

8. (A) The BWAPWA will operate and maintain the System in good condition, or will cause the System to be operated and maintained in good condition;

(B) The System shall not be sold, leased, or otherwise disposed of except as a whole, or substantially as a whole, and only if the net proceeds to be realized shall be at least sufficient to fully pay the Bethany Portion of the BWAPWA Note;

(C) The BWAPWA will carry, cause to be carried or in lieu thereof provide self-insurance for liability, workers compensation, fire, casualty and extended coverage, and other insurance covering the Facility as shall be reasonably acceptable to the OWRB;

(D) The BWAPWA will not render any free services of the Facilities, if any, except to the Participating Municipalities;

(E) The Authority shall, to the full extent permitted by law, discontinue and shut off or cause to be discontinued and shut off, the services and facilities of the System to all delinquent users of such System services and will not restore or cause to be restored such services until all delinquent charges for such services have been fully paid;

(F) The Authority will not grant any franchise to provide any services which would compete with the Facilities;

(G) The BWAPWA shall annually adopt a detailed budget of the estimated expenditures for operation and maintenance of the System during the succeeding fiscal year and provide the Participating Municipalities the same;

(H) To the extent authorized by the laws of the State, prospective users of the System shall be required to connect thereto;

(I) The Authority shall at all times comply with the provisions of the Tax Compliance Certificate attached hereto as Exhibit "B".

PREPAYMENT

9. (A) The principal installments described in Article 4 hereof, and shown on Exhibit "A" as maturing on or after _____ 1, 20__, may be prepaid by the BWAPWA prior to maturity, at the option of the BWAPWA , on at least 90-days-notice, on or after _____ 1, 20__, either in whole or in part on any date at a price of par.

(B) The BWAPWA shall give written notice to the Trustee, the the Participating Municipalities, the Local Trustee, and the OWRB of its intention to prepay one or more principal installments pursuant to this Article 9, not less than 90 days prior to the Interest Payment Date fixed for prepayment. If less than all the principal installments described in Article 4 are to be prepaid, the notice shall indicate the amount to be prepaid. All prepayments to be made by the BWAPWA shall be received by the Trustee at least thirty days prior to the date fixed for prepayment.

DEFEASANCE

10. (A) If the BWAPWA shall pay, or cause to be paid or there shall otherwise be paid, to the BWAPWA all principal installments described in Article 4, and any prepayment penalty, if applicable, with interest due or to become due thereon, at the times and in the manner stipulated herein, and all other amounts owing hereunder are paid, along with all other covenants, agreements and obligations of the Authority under Article 4 hereof, shall thereupon cease, terminate and become void and be discharged and satisfied; provided, however, that such payment shall not terminate the Authority's other obligations, privileges or rights provided hereunder.

(B) If monies and/or Government Obligations, the principal of and interest on which when due will provide monies which shall be sufficient to timely pay when due, or prepay on any allowed Interest Payment Date:

- (1) the unpaid principal installments described in Article 4 hereof;
- (2) all prepayment penalties due thereon, if any; and
- (3) all interest due thereon at the scheduled maturity or the Interest Payment Date fixed for the prepayment thereof, as the case may be;

shall have been deposited by the Authority with the Local Trustee, then, the principal and interest installments described in Article 4 hereof, shall be deemed to have been paid within the meaning and with the effect expressed in paragraph a hereof; provided, however, that as to any principal installments which are to be deemed paid prior to their scheduled payment date, the Authority shall have given to the BWAPWA, the OWRB, the Local Trustee, and the Trustee in form satisfactory to the Local Trustee, notice of the prepayment of such principal installments.

OTHER AGREEMENTS OF THE AUTHORITY AND CITY

11. (A) The Authority and the City hereby acknowledge to the BWAPWA and by reason of assignment the OWRB its understanding that certain provisions of this Contract will vest in the BWAPWA and OWRB certain powers, rights and privileges in the event of default by the

Authority of any of its obligations or responsibilities under the terms and conditions hereof and the Authority hereby covenants and agrees that it shall take no action of any nature whatsoever calculated to inhibit, nullify, void or delay such actions of the Trustee, the Local Trustee, the BWAPWA or the OWRB in the due and prompt implementation of this Contract.

(B) The BWAPWA hereby covenants and agrees to comply with all applicable laws, rules and regulations promulgated by the OWRB or other federal, state or local agencies in regard to the construction, operation, maintenance or use of the Facilities.

(C) The Authority hereby represents, covenants and acknowledges that all action required on its part to have been taken or performed prior to or requisite for its execution of this Contract, specifically including the passage and adoption of resolutions approving the same and waiving competitive bidding for the sale hereof, if required, have happened, occurred and been performed, according to law and that this Contract is the valid, legal and enforceable obligation of the Authority in accordance with their respective terms; provided, however, it is understood and agreed that under Oklahoma Law, the City may not become fiscally obligated beyond its fiscal year (July 1 through June 30) and the City has no legal obligation or promise under this Contract in future years, and therefore the covenants made herein by the City shall be on a year-to-year basis to be renewed by the annual renewal hereof for additional one year periods on July 1 of each year until such time as all amounts payable hereunder have been paid.

(D) The Authority hereby warrants and represents that all information provided to the OWRB in this Contract at the time provided, and is now true, correct and complete, and such information does not omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

MAINTENANCE AND OPERATION

12. (A) The BWAPWA agrees that it will at all times provide, or cause to be provided, the operation and maintenance of the System to comply with the policies and standards established by the OWRB and other state and federal regulatory agencies, including specifically, the federal Environmental Protection Agency. The Authority agrees that qualified operating personnel will be retained to operate the System during the entire term of this Contract.

(B) The BWAPWA shall keep, or shall cause to be kept, proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the System or any part thereof, and which, together with all other books and papers of the Authority, shall at all reasonable times be subject to the inspection of the Local Trustee and the OWRB. The Authority agrees that each of its officers, employees, agents or other representatives who handle funds of the Authority shall be covered by a fidelity bond in an amount acceptable to the OWRB, and further agrees to furnish to the OWRB appropriate proof of such fidelity bond coverage. The Authority shall cause its books and records and accounts to be audited commencing within 30 days of the close of each fiscal year, or as soon as physically available and approved, by an Accountant acceptable to the OWRB and, within 150 days after the end of each fiscal year furnish copies of the reports of such audits so made to the OWRB, the BWAPWA, and the Local Trustee including statements in reasonable detail, certified by said Accountant as to the financial condition of the Authority and detailing the Revenues. The

audit shall show the Operation and Maintenance Expenses and the fees, rates and charges and Revenues collected. The BWAPWA shall also provide the OWRB, the Participating Municipalities, and the Local Trustee with monthly operating reports reflecting the Revenues and Operation and Maintenance Expenses of the System, together with any changes in the governing body members, pertinent staff, or pertinent rate structure of the Authority, by the 15th day of the succeeding month. Such monthly reports need not be prepared by an Accountant but may be prepared by the staff of the BWAPWA.

EVENTS OF DEFAULT; REMEDIES

13. (A) Failure to pay any amount due hereunder when due shall constitute an “Event of Default” hereunder.

(B) Failure to comply with the agreements and covenants set forth in the Tax Compliance Certificate executed and delivered by the Authority described in Article 14 hereof, which failure adversely affects the exclusion of the interest on the OWRB Bonds from Federal income taxation under the Internal Revenue Code of 1986, as amended (the “Code”).

(C) Upon the occurrence of an Event of Default, the BWAPWA and the Authority shall have all the rights and remedies at law or equity as may be allowed by law, including but not limited to, suit for specific performance of any or all of the covenants contained herein.

TAX AGREEMENTS AND COVENANTS

14. To satisfy a condition precedent to obtaining the OWRB Loan, the BWAPWA will execute and deliver certain tax documents to the OWRB on the issue date of the OWRB Bonds which set forth certain agreements and covenants the BWAPWA will comply with in order to establish and maintain the exclusion of the interest on the OWRB Bonds from Federal income taxation under the Code. Such agreements and covenants of the BWAPWA will be made in reliance on the agreements and covenants to comply with applicable requirements of the Code set forth in the Tax Compliance Certificate to be executed and delivered by each of the Participating Municipalities. The Authority agrees to execute and deliver to the BWAPWA the Tax Compliance Certificate substantially in the form attached hereto as Exhibit “B”, with such changes as the BWAPWA, the Authority may reasonably agree.

SEVERABILITY; GOVERNING LAW

15. (A) If any one or more of the covenants or agreements provided herein on the part of the Authority to be performed should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of the Indenture.

(B) This Contract shall be governed exclusively by the applicable laws of the State of Oklahoma.

[Remainder of Page Left Blank Intentionally]

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this Contract to be duly executed in multiple, each of which shall constitute one and the same contract, all as of the day and year first above written.

THE BETHANY-WARR ACRES PUBLIC
WORKS AUTHORITY

(SEAL)

ATTEST:

By: _____
Chairman

Secretary

THE BETHANY PUBLIC WORKS AUTHORITY

(SEAL)

ATTEST:

By: _____
Chairman

Secretary

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this ___ day of _____, 2024,
by _____, Chairman of the The Bethany-Warr Acres Public Works Authority.

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

(SEAL)

Notary Public

My Commission Expires _____.
Commission No. _____.

EXHIBIT "A"

REPAYMENT REQUIREMENTS (BETHANY PORTION)

EXHIBIT "B"

TAX COMPLIANCE CERTIFICATE

BETHANY PUBLIC WORKS AUTHORITY

From: Elizabeth A. Gray, City Manager
Date: February 29, 2024
Subject: Consideration and possible approval of Resolution No. 1691, a resolution agreeing to file application with the Oklahoma Water Resources Board (the "OWRB") for financial assistance through the Clean Water State Revolving Fund Loan Program

BACKGROUND

The Bethany Public Works Authority has an opportunity to apply for a competitive forgivable loan through the Oklahoma Water Resources Board that will help address our sewer infrastructure. If the City of Bethany Public Works Authority's application for the forgivable loan (grant) is successful, the plan is to use the proceeds for Sanitary and stormwater improvements including but not limited to engineering and design services for numerous sewer projects that are needed in the City of Bethany. The Loan application will be for \$1,097,984 with 75 percent being forgiven at the completion of the project and the Bethany PWA matching 25 percent.

Financial consultants will be sending the application on or before March 15, 2024, and compete with other cities for these funds. If we are unsuccessful in receiving the principal forgiveness, the City of Bethany PWA will not proceed with the loan application.

RECOMMENDATION

1. Adopt Resolution No. 1691 as presented.



ADDITIONAL COMMENTS

RESOLUTION NO. 1691

A RESOLUTION AGREEING TO FILE APPLICATION WITH THE OKLAHOMA WATER RESOURCES BOARD (THE "OWRB") FOR FINANCIAL ASSISTANCE THROUGH THE CLEAN WATER STATE REVOLVING FUND LOAN PROGRAM (LOAN FORGIVENESS PROGRAM), WITH THE LOAN PROCEEDS BEING FOR THE PURPOSE OF FUNDING SANITARY SEWER AND STORMWATER SYSTEMS IMPROVEMENT PROJECTS INCLUDING, BUT NOT LIMITED TO, ENGINEERING SERVICES; APPROVING A FINANCIAL ADVISORY AGREEMENT AND A LEGAL SERVICES AGREEMENT WITH RESPECT TO THE AFORESAID SANITARY SEWER AND STORMWATER SYSTEMS IMPROVEMENT PROJECTS; AND CONTAINING OTHER PROVISIONS RELATED THERETO

WHEREAS, The Bethany Public Works Authority (the "Authority") has under consideration the construction of certain sanitary sewer and stormwater systems improvements including, but not limited to, engineering services; and

WHEREAS, it is deemed desirable for the Authority to retain professionals in connection with the issuance of obligations through the Oklahoma Water Resources Board for such purpose;

BE IT RESOLVED BY THE TRUSTEES OF THE BETHANY PUBLIC WORKS AUTHORITY:

Section 1. Application. The Authority shall file an Application(s) with the Oklahoma Water Resources Board seeking financial assistance through the Clean Water State Revolving Fund Loan Program; and the Chairman or Vice Chairman and Secretary or Assistant Secretary of the Authority are hereby authorized to execute said Application(s) for and on behalf of the Authority. The Authority is further authorized to advance to the Oklahoma Water Resources Board the necessary application fees in connection with the referenced Application(s), if any.

Section 2. Financial Advisory and Legal Services Agreements. The Authority is hereby authorized to enter into a financial advisory agreement with Municipal Finance Services, Inc. as financial advisor and a legal services agreement with Johanning & Byrom, PLLC as bond counsel, each with respect to the aforesaid sanitary sewer and stormwater systems improvement projects.

Section 3. Other Matters. The Chairman or Vice Chairman and Secretary or Assistant Secretary of the Authority are hereby authorized and directed to do all other lawful things necessary to carry out the terms and conditions of this Resolution.

PASSED AND APPROVED THIS _____ DAY OF MARCH, 2024.

THE BETHANY PUBLIC WORKS AUTHORITY

By _____
Chairman

ATTEST: (Seal)

Secretary

I, the undersigned Secretary of The Bethany Public Works Authority, a public trust, hereby certify that the foregoing is a true, correct and complete copy of a Resolution adopted by the Trustees of the Authority at a meeting held on the date therein stated, as the same appears on file in my office as a part of the official records thereof.

Secretary

(Seal)

February 29, 2024

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered by and among MUNICIPAL FINANCE SERVICES, INC. (“MFSOK”) and the Bethany Public Works Authority (the “Client”), a public trust with the City of Bethany, Oklahoma as beneficiary (the “Client”). This agreement supersedes all previous contracts between MFSOK and the Client.

The Client desires to engage MFSOK in connection with the financing of certain wastewater, water and stormwater system improvements and agrees as follows:

I. Scope of Services.

Some or all of the following services listed below shall be provided under this Agreement and pertain to the Client’s proposed Oklahoma Water Resources Board loan during the term of the Agreement (the “Issue”). Some of these services may be non-municipal advisor services. The Client designates MFSOK as the Client’s independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA Exemption”).

New Issue

1. Evaluate options or alternatives with respect to the proposed new Issue.
2. Provide financial analysis to the Client to assist in understanding the benefits, costs, and risks of the proposed new Issue.
3. Review recommendations made by other parties to the Client.
4. Assist Client in preparing a plan of finance.
5. Advise Client on structure, terms and timing of the proposed new Issue.
6. Prepare financing schedule.
7. Attend meetings as requested by the Client.
8. Assist the Client in preparation of their loan application, financial analysis, and supporting documents, as appropriate.
9. Coordinate as appropriate with Client staff, legal representatives, government agencies, accountants, auditors, engineers, consultants, and trustees to facilitate the plan of finance.
10. Coordinate closing of the new Issue with Client and other parties.

MFSOK and the Client acknowledge that the Client will engage Bond Counsel and other legal service providers under separate contracts. MFSOK may rely on opinions and advice from legal representatives of the Client and will not be held responsible for any legal advice, directly or indirectly, rendered by the legal representatives.

Neither MFSOK as Municipal Advisor nor its Municipal Advisor Representatives are licensed to engage in the practice of law and, consequently, will offer no legal advice. None of the fee for services under this Agreement relates to legal services. If such legal services are necessary, it shall be the responsibility of the Client to obtain them.

FMSOK's services are limited to those specifically set forth herein.

II. Compensation and Reimbursements

- A. New Issue. FMSOK shall be paid at the time of closing a fee calculated as follows:

For a loan through the Oklahoma Water Resources Board's Clean Water State Revolving Fund (CWSRF), FMSOK shall be paid 1.00% of the loan amount with a minimum fee of \$20,000.00.

For a loan through the Oklahoma Water Resources Board's Financial Assistance Loan Program (FAP), FMSOK shall be paid 1.00% of the gross proceeds of the loan with a minimum fee of \$20,000.00

- B. Expenses for New Issue. FMSOK shall also be paid a fixed amount of \$2,500.00 to cover expenses incurred as part of the transaction, provided that any filing, publication, recording or printing costs or similar third-party costs required in connection with the Issue shall be paid directly by the Client.
- C. Payment and Contingency for New Issue. Payment for all fees and expenses shall be made at closing from proceeds of the Issue or from other available funds of the Client and shall be contingent upon closing of the Issue.

III. Term and Termination

- A. Term of Agreement. Unless terminated as provided herein, the terms of this Agreement shall be in place from the date approved by the Client until June 30, 2025.
- B. Termination of Agreement and Services. This Agreement and all services to be rendered hereunder may be terminated at any time by written notice from either party, with or without cause, with at least thirty (30) days' notice. In that event, all finished and unfinished documents prepared for the Client, shall, at the option of Client, become its property and shall be delivered to it or any party it may designate, provided that FMSOK shall have no liability whatsoever for any subsequent use of such documents.

IV. Successors and Assigns

FMSOK may not assign its obligations under this Agreement without the written consent of Client except to a successor partnership or corporation to which all or substantially all of the assets and operations of FMSOK are transferred. Client may assign its rights and obligations under this Agreement to (but only to) any other public entity that incurs the loan. Client shall not otherwise assign its rights and obligations under this Agreement without written consent of FMSOK. All references to FMSOK and Client in this Agreement shall be deemed to refer to any successor of FMSOK and to any such assignee of Client and shall bind and inure to the benefit of such successor and assignee whether so expressed or not.

V. Municipal Advisor Registration and Acknowledgement

Pursuant to Municipal Securities Rulemaking Board Rule (MSRB) G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal advisory client and/or obligated person clients which include the following:

Municipal Finance Services, Inc. is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission (SEC) and the MSRB.

Within the MSRB website at www.msrb.org, the Client may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

VI. Conflict of Interest Statement

As of the date of this agreement, MFSOK has performed a reasonable diligence to determine if there are any conflicts of interest that should be brought to the attention of the Client. During the diligence process, MFSOK has determined that no material conflict of interest has been identified, however, would like to provide the following disclosures:

MFSOK serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another MFSOK client. For example, MFSOK serves as municipal advisor to other clients and, in such cases, owes a regulatory duty to such other clients just as it does to the Client. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, MFSOK could potentially face a conflict of interest arising from these competing client interests. MFSOK fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with its clients.

The compensation arrangement included in Section II includes a component that is based on the size and completion of a transaction. Consistent with certain regulatory requirements, MFSOK hereby discloses that such contingent and/or transactional compensation presents a conflict of interest regarding MFSOK's ability to provide unbiased advice to enter into such transaction. The contingent fee arrangement creates an incentive for MFSOK to recommend unnecessary financings or financings that are disadvantages to the client, or to advise client to increase the size of the issue. This viewed conflict of interest will not impair MFSOK's ability to render unbiased and competent advice or to fulfill its fiduciary duty. The fee paid to MFSOK increases the cost of borrowing to the Client. The increased cost occurs from compensating MFSOK for municipal advisory services provided.

If MFSOK becomes aware of any other actual or potential conflict of interest not mentioned above during this agreement, MFSOK will promptly provide the Client a supplement written disclosure with sufficient details of the change, if any, which will allow the Client to evaluate the situation.

VII. Legal Events and Disciplinary History

A regulatory disclosure action has been made on MFSOK's Form MA and on Form MA-I for two of MFSOK's municipal advisory personnel relating to a 2017 U.S. Securities and Exchange Commission ("SEC") order. The details of which are available in Item 9; C (2), C (4), C (5) and the corresponding regulatory action DRP section on Form MA and Item 6: C (2), C (4), C (5), C (6) and the corresponding regulatory action DRP section on Form MA-I for both Rick A. Smith and Jon Wolff. In addition, the Oklahoma Department of Securities adopted the above proceedings which are identified in Item 9; D (2), D (4) and the corresponding regulatory action DRP section on Form MA.

The Client may electronically access MFSOK's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website:

www.sec.gov/edgar/searchedgar/companysearch.html.

There has been no change to any legal or disciplinary event that has been disclosed on MFSOK's SEC registration for MA filings since December 18, 2017.

VIII. Fiduciary Duty

MFSOK is registered as a Municipal Advisor with the SEC and MSRB. As such, MFSOK has a Fiduciary duty to the Client and must provide both a Duty of Care and a Duty of Loyalty that entails the following.

Duty of Care:

- A. exercise due care in performing its municipal advisory activities;
- B. possess the degree of knowledge and expertise needed to provide the Client with informed advice;
- C. make a reasonable inquiry as to the facts that are relevant to the Client's determination as to whether to proceed with a course of action or that form the basis for any advice provided to the Client; and
- D. undertake a reasonable investigation to determine that MFSOK is not forming any recommendation on materially inaccurate or incomplete information; MFSOK must have a reasonable basis for:
 - a. any advice provided to or on behalf of the Client;
 - b. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the Client, any other party involved in the municipal securities transaction or municipal financial product, or investors in the Client's securities; and
 - c. any information provided to the Client or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

Duty of Loyalty:

MFSOK must deal honestly and with the utmost good faith with the Client and act in the Client's best interests without regard to the financial or other interests of MFSOK. MFSOK will eliminate or provide full and fair disclosure (included herein) to Client about each material conflict of interest (as applicable). MFSOK will not engage in municipal advisory activities with the Client as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in the Client's best interests. As of the date of receipt of this attachment, MFSOK has performed a reasonable diligence to determine if there are any conflicts of interest that should be brought to the attention of the Client.

IX. Recommendations

If MFSOK makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by the Client and is within the scope of the engagement, MFSOK will determine, based on the information obtained through reasonable diligence of MFSOK whether a municipal securities transaction or municipal financial product is suitable for the Client. In addition, MFSOK will inform the Client of:

- A. the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation;

- B. the basis upon which MFSOK reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for the Client; and
- C. whether MFSOK has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the Client's objectives.

If the Client elects a course of action that is independent of or contrary to the advice provided by MFSOK, MFSOK is not required on that basis to disengage from the Client.

X. Record Retention

Pursuant to SEC and MSRB record retention regulations, Municipal Finance Services, Inc. will maintain in writing, all communication and created documents between Municipal Finance Services, Inc. and the Client for six (6) years.

Notices

Any and all notices pertaining to this Agreement shall be sent by U.S. Postal Service, first class, postage prepaid to:

MFSOK:

Municipal Finance Services, Inc.
Jon Wolff, President
P.O. Box 747
Edmond, OK 73034

CLIENT:

Bethany Public Works Authority
Attn: Chairman
6700 NW 36th Street
Bethany, OK 73008

Acceptance

If there are any questions regarding the above, please do not hesitate to contact MFSOK. If the foregoing terms meet with your approval, please indicate your acceptance by executing all original copies of this letter and keeping one copy for your file.

By signing this agreement, the Client acknowledges the provisions set forth in the agreement and understands its respective rights, duties, and responsibilities. Furthermore, the Scope of Services contained herein have been reviewed and are hereby approved.

Client and MFSOK have entered into this Agreement by the duly authorized representatives which was approved on _____, 2024, at a meeting duly called and held in full compliance with the Oklahoma Open Meeting Act.

MUNICIPAL FINANCE SERVICES, INC.

By: _____
Jon Wolff, President

Bethany Public Works Authority

By: _____
Chairman

LEGAL SERVICES AGREEMENT

THIS AGREEMENT, made this 5th day of March, 2024, between The Bethany Public Works Authority, a public trust, hereinafter called AAuthority@ and Johanning & Byrom, PLLC, Oklahoma City, Oklahoma, hereinafter called AJohanning & Byrom@; WITNESSETH:

IT IS AGREED that the aforesaid Johanning & Byrom shall perform all the customary legal services as Financial Legal Counsel for the Authority necessary to the issuance of indebtedness incurred to provide improvements to the Authority's sanitary sewer and stormwater systems, such services to include, but not to be restricted to, the preparation of all legal documents, instruments and contracts requisite to the incurring of indebtedness by the Authority which may be issued in one or more series and to provide legal counsel to the Trustees of the Authority in all matters relating to the foregoing. The relationship established by this Agreement shall be solely and only attorney and client. The services rendered by Johanning & Byrom under this Agreement shall not include advice concerning investments by the Authority. The compensation of Johanning & Byrom for all of the foregoing services hereby is fixed at an amount equal to one percent (1%) of the principal amount of such indebtedness with a minimum compensation of \$20,000.00 per separate issuance of indebtedness and such compensation shall be paid only out of the money received from the issuance of such indebtedness. Johanning & Byrom shall also be paid a fixed amount of \$2,500.00 per issuance of indebtedness for reimbursement of expenses incurred in the performance of the duties provided in this Agreement and such reimbursement shall be paid only out of the money received from the issuance of such indebtedness.

THE BETHANY PUBLIC WORKS
AUTHORITY

By _____
Chairman of Trustees

ATTEST: (Seal)

Secretary of Trustees

JOHANNING & BYROM, PLLC

By _____
Chris Byrom

BETHANY PUBLIC WORKS AUTHORITY

From: Phil Stowell, Public Works Director
Date: March 5, 2024
Subject: Approval to purchase 2023 Freightliner / Labrie Automizer Side Loader Sanitation Truck from J&R Equipment

BACKGROUND

The amount of \$368,000 was approved in Fiscal Year 2023-24 Budget for the purchase of this Sanitation Truck. Cost of truck is under that budgeted amount at a price of \$333,699.00 and is being purchased off the State Contract.

The side loader sanitation truck, staff calls a “One Arm Bandit” has been test driven on three of the four Wards’ sanitation routes. The time allocated for the test drives ran out before the remaining Ward’s route could be assessed with the truck. Accessibility to poly carts was good. It is understood that public education will be needed on proper poly cart placement.

RECOMMENDATION

1. Staff recommends approval to purchase the 2023 Freightliner / Labrie Automizer side loader Sanitation truck as specified for delivered price of \$333,699.00.

ADDITIONAL COMMENTS

Additional price comparisons were made. This will be funded out of the public works sanitation capital expenditure fund.





QUOTE FORM		
Quote # / Rev. #	Reference #	Quoted Date
828 / 0		
Price List / Currency		Quote Valid Until
2023 / USD		2024-04-04
Regional Sales Manager	Customer Service Rep.	Product Specialist
Steve DeGeorge	Tracie Mauthe	Vincent Denis
Opportunity Type	Carrier	Departure Region
Standard	To Be Determined	Quebec, QC, CA

SOLD TO	SHIP TO	END CLIENT
J & R Equipment LLC 8800 SW 8th St dba J&R Environmental Trucks Oklahoma City , OK 73128 United States Email : Phone : 405-495-5110	J & R Equipment LLC 8800 SW 8th St Oklahoma City, OK 73128 United States Email : Phone :	J & R Equipment LLC 8800 SW 8th St dba J&R Environmental Trucks Oklahoma City, OK 73128 United States Email : Phone : 405-495-5110

CHASSIS INFORMATION

Chassis Provided By : Supplied by Customer	Engine Make :
Chassis Manufacturer : Freightliner	Engine Model :
Chassis Model :	Engine Power :
Cab Style : Conventional Cab	Engine Torque :
Drivetrain : 6X4	Transmission Make : Allison
Auxiliary Axle : Without Auxiliary Axle	Transmission Model :
CNG System Upon Arrival : Without	Transmission Type : Automatic Transmission
Driving Configuration at Delivery : Sit-Down from Company on Curbside Only	
Chassis Delivery Address : Canada: 175-B Rte. Marie-Victorin, Lévis, QC, Canada G7A 2T3	

COLOR INFORMATION

Cab Color : White from Factory	Cab Color Code : To Be Confirmed
Body Color : White	Body Color Code : To Be Confirmed
Chassis Color : Black from Factory	Chassis Color Code : Code NOT Required
Paint Scheme Number : Without	Match Cab :

CARTS INFORMATION

Cart Make :	Cart Type :
Cart Capacity :	

BODY CONFIGURATION

Body Model : Automizer TTD (Tip to Dump)	Total Capacity : 31yd ³ (27+4)
Arm Model : Single Right-Hand (Curb)	Body Capacity : 27yd ³
Body Type : Standard	Tailgate Capacity : 4yd ³
Body Division : Without Divison	

BASE PRICE 140,570.00\$

OPTIONS

#	Category	Option Description	Price
2	Lifting	ALHG-STD01 Standard Height Gripper	0.00 \$
3	Lifting	AGRA-0010 Heavy Duty Arm & Gripper, "32 to 95 US gal"	3,540.00 \$
4	Lifting	EAOA-STD01 Arm out alarm at 11 km/h - 7 mph	0.00 \$
5	Lifting	AGSS-0000 Spill shield on Gripper	410.00 \$



QUOTE FORM		
Quote # / Rev. #	Reference #	Quoted Date
828 / 0		
Price List / Currency		Quote Valid Until
2023 / USD		2024-04-04
Regional Sales Manager	Customer Service Rep.	Product Specialist
Steve DeGeorge	Tracie Mauthe	Vincent Denis
Opportunity Type	Carrier	Departure Region
Standard	To Be Determined	Quebec, QC, CA

#	Category	Option	Description	Price
6	Hopper Area	BLCO-0000	Larger Cleanout Doors	1,030.00 \$
7	Hopper Area	BCPH-0000	Crusher Panel (1)	4,200.00 \$
8	Hopper Area	QUSS-0000	Crusher Panel Full Width	0.00 \$
#	Category	Option	Description	Price
9	Consoles & Controls	AAAC-0050	Auxiliary Arm Controls Inside Cab on Curbside	1,070.00 \$
10	Consoles & Controls	AAJC-STD01	Single Arm Joystick NON-Moveable	0.00 \$
#	Category	Option	Description	Price
11	Hydraulic	HPSO-0000	Automatic Pump shutoff at 50 km/h- 32 mph	310.00 \$
12	Hydraulic	HCON-STD01	JIC	0.00 \$
13	Hydraulic	CCPM-STD02	Dual Pump Denison T6DC Work-at-Idle (Front)	0.00 \$
14	Hydraulic	CHFT-STD02	Hydraulic Tank Mounted on Chassis Streetside	0.00 \$
15	Hydraulic	EBCV-STD01	Pneumatic Over Hydraulic Body Main Valve	0.00 \$
#	Category	Option	Description	Price
16	Accessories	BCOT-0000	Broom and Shovel Front of Hopper on Curbside & Hoe Front of Hopper on Streetside	400.00 \$
17	Accessories	BFEX-0010	Fire Extinguisher 20 lbs (1) on Rubrail Curbside (Rear) Vertical	390.00 \$
18	Accessories	BBTS-STD01	Standard Tailgate Seal	0.00 \$
#	Category	Option	Description	Price
19	Lighting	LBLP-0010	High Visibility Lighting Package	4,840.00 \$
20	Lighting	LLPA-INC01	Additional Lights on Tailgate: 2/3 Lightbar + Central Brake Light + Yellow Turn Signals (4) + Side Marker (2)	0.00 \$
21	Lighting	LLTD-INC01	Light Bar on Tailgate 1/2 - Whelen 500 Facing Rear (5), Whelen 500 Facing Sides (2)	0.00 \$
22	Lighting	LBLR-INC01	Backup Lights on Rubrails Mid-Body with Covers - LED (2)	0.00 \$
23	Lighting	LBLT-INC01	Backup Lights on Tailgate Under Bar 1/2 Centered - LED (2)	0.00 \$
24	Lighting	LWLK-INC01	Work Light Package - LED (2)	0.00 \$
25	Lighting	WL01-INC01	Hopper Streetside (1)	0.00 \$
26	Lighting	WL04-INC01	Rail Curbside (4)	0.00 \$
#	Category	Option	Description	Price
27	Electronic	CCCC-0029	Triple Zone Defense Cameras (3) With Heater/Without Shutter	3,080.00 \$
28	Electronic	CL01-0000	Tailgate Center 2/3 (1) - Pointing Back	0.00 \$
29	Electronic	CL04-0000	Hopper Streetside (4) - Pointing Curbside	0.00 \$
30	Electronic	CL15-0000	Mirror Streetside (15) - Pointing Back	0.00 \$
31	Electronic	CCCM-0022	Zone Defense 9" Color Monitor	130.00 \$
32	Electronic	CCML-INC01	On Ceiling, Centered, Near the Windshield	0.00 \$
33	Electronic	AGCD-0000	Cart/Container Counting Device on Arm(s)	300.00 \$
34	Electronic	EGSE-0010	Backup Proximity Detection Device - 3rd Eye Radar	2,650.00 \$
#	Category	Option	Description	Price
36	Service & Maintenance	BRLS-0000	Ground Level Grease Point for Follower Panel Rollers (Centralized)	930.00 \$
37	Service & Maintenance	BALS-0010	Ground Level Grease Points for Tailgate (Centralized) & Hopper Door(s)	1,270.00 \$



QUOTE FORM		
Quote # / Rev. #	Reference #	Quoted Date
828 / 0		
Price List / Currency	Quote Valid Until	
2023 / USD	2024-04-04	
Regional Sales Manager	Customer Service Rep.	Product Specialist
Steve DeGeorge	Tracie Mauthe	Vincent Denis
Opportunity Type	Carrier	Departure Region
Standard	To Be Determined	Quebec, QC, CA

#	Category	Option	Description	Price
38	Structure, Liners & Materials	BHWS-0000	Hopper Floor Liner 1/4" - Hardox 450	1,160.00 \$
39	Structure, Liners & Materials	BHSL-0000	Hopper Side Wall Liners 4mm (0.160") - Hardox 450	860.00 \$
40	Structure, Liners & Materials	BHUL-7045	Hopper Side Wall Liner Streetside Upper Section 3/8" - Plastic	1,020.00 \$
#	Category	Option	Description	Price
41	Unit Appearance	PCBP-STD01	Urethane Body Paint	0.00 \$
42	Unit Appearance	UAPP-STD01	One (1) Coat of Urethane Primer	0.00 \$
43	Unit Appearance	PCCP-STD01	Paint Chassis Components same Color as Chassis	0.00 \$
44	Unit Appearance	PSSS-0010	CAUTION VEHICLE STOPS [...] FREQUENTLY, 74-1/2" x 23-1/2" (Black on Yellow)	240.00 \$
45	Unit Appearance	BASA-STD01	Rubber Mud Guards - Rear of Rear Axle	0.00 \$
46	Unit Appearance	BASN-STD01	Mud Guards with Labrie Logo	0.00 \$
47	Unit Appearance	BODL-STD01	Informative Decals English	0.00 \$
#	Category	Option	Description	Price
48	Chassis	CFTD-STD01	Diesel Tank from Company or CNG/Electric	0.00 \$
SUBTOTAL OPTIONS :				27,830.00\$
NON-STANDARD OPTIONS				
\$290 list; 2017-5709 Electrical- Joystick buttons- Functions location- Right button closes & left button opens - AU EX MX				
SUBTOTAL NON-STANDARD OPTIONS :				290.00\$
COMMENTS				
Included extended warranty: - \$6,980 BEWA-0101 PLAN A1 - Add 1 year on body & hydraulics for a total of 2 years (incl. hyd cooler) (PARTS AND LABOR)				

SW 197 Current contract pricing for Labrie Body and Freightliner Chassis

Labrie Body per above specs	\$ 184,339.00
Surcharges and Freight	\$ 14,800.00
2023 Freightliner Dual drive chassis	\$ 134,560.00
Total	\$ 333,699.00

Price includes unlimited training and 5 year engine , aftertreatment , transmission and 2 yr towing warranty . Warranty is per manufactures rules.

2023 FREIGHTLINER / 31CU YD TOTAL CAPACITY

LABRIE AUTOMIZER SIDE LOADER



HIGHER PRICED EXAMPLE 1

INVOICE

SOLD TO EDMOND
DIESEL



J&R Equipment LLC.

dba J&R Environmental Truck Sales
8800 S.W. 8th Street
Oklahoma City, OK 73128

Phone: 405-495-5110
Toll Free: 888-858-9668
Fax: 405-495-5112

Invoice: 01S1436
Invoice Date: 03/20/2023
Deal/Package: 791/1
Branch: OKC
Department: NEW

Bill-To:	Ship-To:
CITY OF EDMOND	CITY OF EDMOND
PO BOX 2970	PO BOX 2970
EDMOND, OK 73083	EDMOND, OK 73083

ID: 1118 Ph: 405-216-7680 P/O: P2396605 Salesperson: UNIT SALES HOUSE

+ SOLD UNIT(S)

Stock Number: 1766	Labrie 31 yd Automizer HD Right Hand	Price: \$391,598.00
VIN: 114930		
Year: 2023	Make: PETERBILT	Model: 520

Total Sold Unit(s): \$391,598.00

ADDITIONAL DEAL CHARGES

TRADE IN

	\$-29,000.00
Deal Add-On Fees:	(\$29,000.00)
Total FET:	\$0.00
Total:	\$362,598.00
Net:	\$362,598.00

Balance Due: \$362,598.00

Terms Due: 03/20/2023

Remit Balance Due To:

J&R EQUIPMENT - OKLAHOMA CITY
8800 S.W. 8TH STREET
OKLAHOMA CITY, OK 73128

DEALER ACCEPTANCE

DATE

CUSTOMER SIGNATURE

DATE

Phil Stowell

From: Rodney Womack <rwomack@jrequip.net>
Sent: Thursday, November 16, 2023 9:21 AM
To: Phil Stowell
Cc: Ray Bohanan
Subject: *External Source*RE: *External Source*Freightliner / Labrie

Importance: High

Notice of Intent to Award Contract under a National Cooperative Purchasing Agreement – One, New, Labrie Automizer Right Hand 31 Yard side loader 31 Cu. Yd.

| Published September 25, 2023

BOROUGH OF PALMYRA, BURLINGTON COUNTY, NEW JERSEY

Notice of Intent to Award Contract under a National Cooperative Purchasing Agreement – One, New, Labrie Automizer Right Hand 31 Yard side loader 31 Cu. Yd.

The *Borough of Palmyra* intends to participate in the SourceWell contract for *Mobile Refuse Collection Vehicle Contract, contract #091219–LEG* to purchase an *Automated Side Arm 31 Yd Trash Truck*.

Information regarding the contract may be found at the Borough of Palmyra, 20 W. Broad Street, Palmyra, NJ 08065, (856) 829-6100 during regular business hours by contacting Ms. Doreatha Jackson, Municipal Clerk, as well as on the *Borough of Palmyra, NJ* website at: *boroughofpalmyra.com*.

The *Borough of Palmyra* anticipates joining the SourceWell contract on *October 16, 2023*. The SourceWell contract term is:

Contract Period: 12/5/2019 thru 11/15/2023

It is the intent of the *Borough of Palmyra* to make a contract award to *Gran Turk Equipment Co, Inc.* pursuant to the proposal submitted in response to the Sourcewell *Request for Bid(s)*. Said bid price to be \$390,726.40.

The *Borough of Palmyra, NJ* is permitted to join national cooperative purchasing agreements under the authority of N.J.S.A. 52:34-6.2(b)(3).

Comment period ends October 15, 2023

[GranTurk Equipment Company, Inc. Quotation](#)

- [Home](#)
- [Governing Body](#)
- [Departments](#)

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BETHANY HOSPITAL TRUST MEETING

BETHANY CITY HALL

TUESDAY, FEBRUARY 20, 2024

6:30 P.M.

Nikki Lloyd	Chairman	Nikki Lloyd
	Jeff Knapp	Vice-Chairman
	Steve Palmer	Trustee
	Brian Magirowsky	Trustee
	Chris Powell	Trustee
	Marilyn McPhail	Trustee
	Kathy Larsen	Trustee
	Ken Smart	Trustee
	Peter Plank	Trustee
MEMBERS ABSENT:	None	
OTHERS PRESENT:	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	Sean Cowan	Cowan Engineering
	Jon Wolff	Municipal Finance
	Michael Taylor	Cowan Engineering
	(See Roster)	

Chairman Lloyd called the Bethany Hospital Trust meeting to order at 10:09 P.M.

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

A. APPROVAL OF MINUTES FROM FEBRUARY 6, 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.

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

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

None

ITEM NO. 3 on the agenda was **ADJOURN UNTIL MARCH 5, 2024**

Mayor Lloyd adjourned the Bethany Hospital Trust meeting at 10:09 P.M. until March 5, 2024.

CHAIRMAN

SECRETARY

BETHANY HOSPITAL TRUST

From: Michael Vaughn, Finance Director
Date: February 29, 2024
Subject: Claims list for the 03/05/2024 Bethany Hospital Trust Meeting

BETHANY HOSPITAL TRUST

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

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 170,919.37
Bethany Public Works Authority	\$ 237,864.84
Bethany Hospital Trust	\$ -
Bethany Development Authority	\$ -
TOTAL	\$ 408,784.21

RECOMMENDATION

1. Approve claims as presented.



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BETHANY DEVELOPMENT AUTHORITY

BETHANY CITY HALL

TUESDAY, FEBRUARY 20, 2024

6:30 P.M.

Nikki Lloyd	Chairman	Nikki Lloyd
	Jeff Knapp	Vice-Chairman
	Brian Magirowsky	Trustee
	Steve Palmer	Trustee
	Chris Powell	Trustee
	Marilyn McPhail	Trustee
	Kathy Larsen	Trustee
	Ken Smart	Trustee
	Peter Plank	Trustee
MEMBERS ABSENT:	None	
OTHERS PRESENT:	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	Sean Cowan	Cowan Engineering
	Jon Wolff	Municipal Finance
	Michael Taylor	Cowan Engineering
	(See Roster)	

Chairman Lloyd called the Bethany Development Authority meeting to order at 10:09 P.M.

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

A. APPROVAL OF MINUTES FROM FEBRUARY 6, 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.

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

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

None

ITEM NO. 3 on the agenda was **ADJOURN UNTIL MARCH 5, 2024.**

Mayor Lloyd adjourned the Bethany Development Authority meeting at 10:10 P.M. until March 5, 2024.

CHAIRMAN

SECRETARY

BETHANY DEVELOPMENT AUTHORITY

From: Michael Vaughn, Finance Director
Date: February 29, 2024
Subject: Claims list for the 03/05/2024 Bethany Development Authority Meeting

BETHANY DEVELOPMENT AUTHORITY

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

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 170,919.37
Bethany Public Works Authority	\$ 237,864.84
Bethany Hospital Trust	\$ -
Bethany Development Authority	\$ -
TOTAL	\$ 408,784.21

RECOMMENDATION

1. Approve claims as presented.

