
On Thursday, August 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.

AGENDA

BETHANY CITY COUNCIL

TUESDAY, AUGUST 20, 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, the 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 August 6, 2024, Regular Meeting.
 - B. Approval of Minutes from the August 6, 2024, Special Called Meeting.
 - C. Approval of Claims: These claims have been found to be in order by staff and proper as to form and procedure and are recommended for payment. A copy of the Claims List is included in the agenda packet.
 - D. Approval of Budget Amendment 25-2.
4. PUBLIC HEARING ITEM: Consideration and possible approval of Ordinance No. 2064, an ordinance amending the zoning ordinances, map, and comprehensive plan of the City of Bethany Oklahoma, by including in R-2, Two-Family Residential District, the property located at 3700 N Redmond Avenue from R-1(Single Family Residential) in Bethany, Oklahoma County, Oklahoma as more particularly described hereinafter. *(Ray Jones, City Attorney)*

- A. Presentation by staff and/or interested party.
 - B. Public Comment.
 - C. Consideration and possible approval of Ordinance No. 2064 on reading by title only.
 - D. Consideration and possible approval of Section 1 of Ordinance No. 2064.
5. Public Comment - Any person wishing to address the Council during Public Comment shall give their name, address, and city of residence to the City Clerk for the records PRIOR to the start of the meeting. *(Per Chapter 30 of the Bethany Code of Ordinances, there is a five-minute limit, and no action or discussion shall take place. All remarks shall be addressed to the Council as a body, and not to any member thereof.)*
 6. Consideration and possible approval of Change Order No. 1 with Holland Construction, LLC for the Police Headquarters Building Addition (General Obligation Bond Proposition 3-B) in the amount of \$1,980.00 and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
 7. Discussion and possible action to approve CDBG Administration contract with Parkhill for the CDBG 24 Small Cities waterline project upon funding of the grant and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
 8. Update and presentation by TEIM design regarding fire hydrant and valve replacement. *(Marilyn McPhail, Council Member)*
 9. Executive Session: Discussion regarding water security and vulnerability assessment of the City of Bethany's water resources pursuant to 25 O.S. § 307 (B) (7). *(Steve Palmer, Council Member)*
 - A. Enter into executive session.
 - B. Exit from executive session.
 10. 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")*.
 11. City Attorney's Report.
 12. City Manager's Report.
 - A. Financial Report.
 13. Mayor and Council Members Comments and Suggestions.
 14. Adjourn until September 3, 2024.

BETHANY PUBLIC WORKS AUTHORITY

With the exception of new business, official action can only occur on items which appear on the agenda. The Council may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the 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. Consent Docket:
 - A. Approval of Minutes from the August 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 List is included in the agenda packet.
2. Consideration and possible approval to purchase one new Freightliner M2-106 Plus Chassis from Premier Truck Group, State Contract SW035T pricing of \$145,000.00. *(Elizabeth Gray, City Manager)*
3. Consideration and possible approval to purchase one new Automizer TTD Side Loader Compactor from J&R Equipment, State Contract SW197 pricing of \$212,315.00. *(Elizabeth Gray, City Manager)*
4. 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")*.
5. Adjourn until September 3, 2024.

BETHANY HOSPITAL TRUST

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1. Consent Docket:
 - A. Approval of Minutes from the August 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 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 September 3, 2024.

BETHANY DEVELOPMENT AUTHORITY

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1. Consent Docket:
 - A. Approval of Minutes from the August 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 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 September 3, 2024.

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

NOTICE: On Thursday, August 1, 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 AUGUST 6, 2024

6:30 P.M.

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

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

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

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

The Invocation was given by Council Member Plank.
The Flag Salute was conducted by Council Member Powell.

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

- A. APPROVAL OF MINUTES FROM JULY 16, 2024, REGULAR MEETING.**
- B. APPROVAL OF MINUTES FROM JULY 12, 2024, SPECIAL CALLED MEETING.**

- C. **APPROVAL OF MINUTES FROM JULY 16, 2024, SPECIAL CALLED MEETING.**
- D. **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.**
- E. **PUBLIC IMPROVEMENT-ROUTINE ITEM: ACCEPT POLICE HEAD-QUARTERS ROOF IMPROVEMENT PROJECT (GENERAL OBLIGATION BOND PROPOSITION 3-B) AND PLACE MAINTENANCE BOND INTO EFFECT.**
- F. **APPROVAL OF FY 2025 SERVICE LEVEL AGREEMENT WITH IMAGENET CONSULTING.**
- G. **APPROVAL OF BUDGET AMENDMENT 25-1.**

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

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

Roger Godwin-5925 NW 49th Warr Acres-Thank you for assistance in Warr Acres shooting last week.

ITEM NO. 5 on the agenda was **CONSIDERATION AND POSSIBLE ADOPTION OF RESOLUTION NO. 1700, A RESOLUTION OF THE CITY OF BETHANY CASTING A VOTE FOR THE TRUSTEE OF THE OKLAHOMA MUNICIPAL RETIREMENT FUND (OKMRF) TO FILL THE EXPIRING TERM OF AT-LARGE TRUSTEE REPRESENTING THE ENTIRE MEMBERSHIP. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Council Member Palmer, seconded by Council Member Powell to nominate Robert Johnston as OkMRF At-Large Trustee and approve Resolution No. 1700. Yes votes: Knapp, Palmer, Powell, McPhail, Plank, Magirowsky, Larsen, Lloyd. No votes: None. Motion approved.

ITEM NO. 6 on the agenda was **CONSIDERATION AND POSSIBLE ADOPTION OF RESOLUTION NO. 1701, A PROGRAMMING RESOLUTION FOR THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS SURFACE TRANSPORTATION BLOCK GRANT-URBANIZED AREA FOR THE NW 36TH AND ROCKWELL MILL AND INLAY, AND SIDEWALK PROJECT. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Council Member Larsen, seconded by Council Member Magirowsky to approve Resolution No. 1701. Yes votes: Knapp, Lloyd, Plank, Palmer, Larsen, Magirowsky, McPhail, Powell. No votes: None. Motion approved.

ITEM NO. 7 on the agenda was **CONSIDERATION AND POSSIBLE ACTION ON ORDINANCE NO. 2063, AN ORDINANCE AMENDING CHAPTER 92 STREETS AND SIDEWALKS ADDING A NEW HEADING TITLED SIDEWALK REPAIR AND ADDING A NEW SECTION 92.60 TITLED REPAIRS TO SIDEWALKS ESTABLISHING A PROCESS TO DECLARE AN EMERGENCY REGARDING SIDEWALKS; TO PROVIDE NOTICE TO PROPERTY OWNER; TO PROVIDE FOR THE MUNICIPALITY TO PROCEED WITH REPAIR AND TO ASSESS THE COST OF REPAIRS TO THE ABUTTING PROPERTY OWNER IN THE MANNER PROVIDED FOR STREET IMPROVEMENTS. (RAY JONES, CITY ATTORNEY)**

- A. PRESENTATION BY STAFF AND/OR INTERESTED PARTY.**
- B. CONSIDERATION AND POSSIBLE APPROVAL OF ORDINANCE NO. 2063, ON READING BY TITLE ONLY. C. CONSIDERATION AND POSSIBLE APPROVAL OF SECTIONS 1-3 OF ORDINANCE NO. 2063.**
- C. CONSIDERATION AND POSSIBLE APPROVAL OF SECTIONS 1-3 OF ORDINANCE NO. 2063.**

A motion was made by Council Member Palmer to suspend the specific rules for purposes of discussion on this agenda Item No. 7. Council Member Plank offered an amendment to Council Member Palmer's motion asking to have Item No. 7 and 8 tabled to the next available meeting that Council Member Smart can attend. Council Member Palmer withdrew his motion and seconded Council Member Plank's motion. Yes votes: Plank, Magirowsky, Knapp, Lloyd, Powell, McPhail, Palmer, Larsen. No votes: None. Motion approved.

ITEM NO. 8 on the agenda **CONSIDERATION AND POSSIBLE ACTION ON ADOPTING A POLICY FOR A SIDEWALK PROGRAM. (RAY JONES, CITY ATTORNEY)**

ITEM NO. 9 on the agenda **CONSIDERATION AND POSSIBLE APPROVAL OF CHANGE ORDER NO. 1 TO THE CONTRACT WITH KRAPFF-REYNOLDS CONSTRUCTION CO. FOR WATER AND WASTEWATER REPAIR SERVICES IN THE AMOUNT OF \$44,100.00 AND AUTHORIZE THE MAYOR TO SIGN THE DOCUMENT ON BEHALF OF THE CITY OF BETHANY. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Council Member Magirowsky, seconded by Council Member Larsen to approve Change Order No. 1 to the contract with Krapff-Reynolds Construction Co. for Water and Wastewater Repair services in the amount of \$44,100.00 and authorize the mayor to sign the document on behalf of the City of Bethany. Yes votes: Magirowsky, McPhail, Plank, Larsen, Powell, Palmer, Lloyd, Knapp. No votes: None. Motion approved.

ITEM NO. 10 on the agenda CONSIDERATION AND POSSIBLE APPROVAL OF CHANGE ORDER NO. 1 WITH DIVERSIFIED CONSTRUCTION FOR THE ARPA WELL FIELD REHABILITATION AND IMPROVEMENTS PROJECT IN THE AMOUNT OF \$75,491.55 AND AUTHORIZE THE MAYOR TO SIGN THE DOCUMENT ON BEHALF OF THE CITY OF BETHANY. (ELIZABETH GRAY, CITY MANAGER)

A motion was made by Council Member Magirowsky, seconded by Council Member Larsen to approve Change Order No. 1 with Diversified Construction for the ARPA Well Field Rehabilitation and Improvements Project in the amount of \$75,491.55 and authorize the mayor to sign the document on behalf of the City of Bethany. Yes votes: Larsen, Powell, McPhail, Plank, Magirowsky, Palmer, Lloyd, Knapp. No votes: None. Motion approved.

ITEM NO. 11 on the agenda CONSIDERATION AND POSSIBLE APPROVAL AUTHORIZING PERMISSION TO ADVERTISE FOR BIDS FOR THE PENIEL AVENUE SANITARY SEWER LIFT STATION AND PIPE BURSTING IMPROVEMENTS FOR AMERICAN RESCUE PLAN ACT GRANT. (ELIZABETH GRAY, CITYMANAGER)

A motion was made by Council Member Larsen, seconded by Council Member Magirowsky permission to advertise for bids for the Peniel Avenue Sanitary Sewer Lift Station and Pipe Bursting Improvements for American Rescue Plan Act grant. Yes votes: Powell, Larsen, Magirowsky, Palmer, Knapp, Lloyd, Plank, McPhail. No votes: None. Motion approved.

ITEM NO. 12 on the agenda CONSIDERATION AND POSSIBLE APPROVAL OF AMENDMENT NO. 1 OF THE ENGINEERING CONTRACT BETWEEN THE CITY OF BETHANY AND TEIM DESIGN FOR CONSTRUCTION INSPECTION SERVICES FOR THE AMERICAN RESCUE PLAN ACT GRANT FOR PENIEL WASTEWATER IMPROVEMENTS PROJECT AND AUTHORIZE THE MAYOR TO SIGN THE DOCUMENT ON BEHALF OF THE CITY OF BETHANY. (ELIZABETH GRAY, CITY MANAGER)

A motion was made by Council Member Magirowsky, seconded by Vice-Mayor Knapp to approve Amendment No. 1 of the engineering contract between the City of Bethany and Teim Design for construction inspection services for the American Rescue Plan Act Grant for Peniel Wastewater Improvements Project and authorize the mayor to sign the document on behalf of the City of Bethany. Yes votes: Knapp, Larsen, Palmer, Powell, Plank, McPhail, Magirowsky, Lloyd. No votes: None. Motion approved.

ITEM NO 13. on the agenda DISCUSSION AND POSSIBLE ACTION TO DIRECT THE CITY MANAGER TO CIRCULATE A SURVEY TO LOCAL BUSINESSES REQUESTING SUGGESTIONS TO IMPROVE BUSINESS AND SERVICES IN THE CITY OF BETHANY FOR THE CITY COUNCIL TO COMMENCE A "BUSINESS FAIRE" TO DISCUSS THE SPECIFIC SUGGESTIONS IDENTIFIED IN THE SURVEY. (STEVE PALMER, COUNCIL MEMBER)

There was discussion and suggestions on this agenda item.

A motion was made by Council Member Palmer to approve Item No. 13. Council Member Plank offered an amendment that this item go through the Bethany Economic Development Authority and not the city staff. Council Member Palmer accepted the amendment and Council Member Plank seconded the motion. Yes votes: Plank, Magirowsky, Lloyd, Powell, McPhail, Palmer, Knapp, Larsen. No votes: None. Motion approved.

ITEM NO 14. on the agenda **EXECUTIVE SESSION: CONFIDENTIAL COMMUNICATIONS BETWEEN THE CITY COUNCIL FOR THE CITY OF BETHANY AND ITS ATTORNEY PURSUANT TO 25 O.S. § 307 (B) (4) CONCERNING ADDING NEW DEFENDANTS IN THE LITIGATION CITY OF BETHANY V. PURDUE PHARM, L.P., ET AL., CASE NO. 19-OP-46148-DAP, PENDING IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OHIO, UNDER ADVICE OF CITY ATTORNEY THAT DISCLOSURE WILL SERIOUSLY IMPAIR THE ABILITY OF THE CITY COUNCIL TO CONDUCT LITIGATION. (RAY JONES, CITY ATTORNEY)**

A. ENTER INTO EXECUTIVE SESSION.

A motion was made by Council Member Magirowsky, seconded by Vice-Mayor Knapp to enter executive session at 7:02 p.m. Yes votes: Knapp, Larsen, Palmer, Powell, Plank, McPhail, Magirowsky, Lloyd. No votes: None. Motion approved.

B. EXIT FROM EXECUTIVE SESSION.

A motion was made by Council Member Magirowsky, seconded by Council Member McPhail to exit executive session at 7:18 p.m. Yes votes: Knapp, Larsen, Palmer, Powell, Plank, McPhail, Magirowsky, Lloyd. No votes: None. Motion approved.

C. DISCUSSION AND POSSIBLE ACTION REGARDING ADDING NEW DEFENDANTS.

A motion was made by Council Member Knapp, seconded by Council Member Magirowsky to add defendants Individior, Myland and Aura Life to the city's action. Yes votes: Palmer, Knapp, McPhail, Magirowsky, Powell, Lloyd, Plank, Larsen. No votes: None. Motion approved.

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

None

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

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

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

City Manager Gray provided updates regarding recent and upcoming events and projects.

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

Each Council Member was given the opportunity to comment.

ITEM NO. 19 on the agenda was **ADJOURN UNTIL AUGUST 13, 2024.**

Mayor Lloyd adjourned the Bethany City Council meeting at 7:30 P.M. until August 6, 2024.

MAYOR

CITY CLERK

NOTICE: On Friday, August 2, 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

SPECIAL CALLED MEETING

**ELDON LYON PARK-EAST PAVILION
7400 NW 36TH ST
BETHANY, OKLAHOMA**

**TUESDAY, AUGUST 6, 2024
5:30 P.M.**

MEMBERS PRESENT:	Nikki Lloyd	Mayor
	Jeff Knapp	Vice-Mayor
	Chris Powell	Council Member
	Brian Magirowsky	Council Member
	Kathy Larsen	Council Member
	Marilyn McPhail	Council Member
MEMBERS ABSENT:	Steve Palmer	Council Member
	Ken Smart	Council Member
	Peter Plank	Council Member
OTHERS PRESENT:	Elizabeth Gray	City Manager
	John Reid	Police Chief
	Steve Manek	TEIM Design

THE MEMBERS OF THE BETHANY CITY COUNCIL, ADMINISTRATIVE STAFF, AND GUESTS WILL GATHER FOR THE PURPOSE OF A GROUNDBREAKING CEREMONY RELATED TO GO BOND PROPOSITION 2-A ELDON LYON PARK IMPROVEMENTS PROJECT LOCATED AT 7400 NW 36TH STREET-EAST PAVILION IN BETHANY, OKLAHOMA.

THESE MEETINGS ARE FOR CEREMONIAL PURPOSES ONLY, WITH NO BUSINESS TO BE ACTED UPON BY THE COUNCIL.

No action taken.

MAYOR

CITY CLERK

BETHANY CITY COUNCIL

From: Michael Vaughn, Finance Director
Date: August 15, 2024
Subject: Claims list for the 08/20/2024 City Council Meeting

GENERAL OPERATIONS FUND

FUND	AMOUNT
General Operations Fund	\$ 132,127.79
Public Safety Fund	\$ 447.04
Capital Improvement Fund	\$ 1,894.50
Federal Grant Fund	\$ 33,795.05
2022A GO Bond	\$ 110,352.36
Municipal Court Fund	\$ 7,827.51
Cemetery Fund	\$ -
TOTAL	\$ 286,444.25

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 286,444.25
Bethany Public Works Authority	\$ 552,744.44
Bethany Hospital Trust	\$ 5,749.75
Bethany Development Authority	\$ -
TOTAL	\$ 844,938.44

RECOMMENDATION

1. Approve claims as presented.



P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A NON-DEPARTMENTAL						
25-51448	10-005216	PERDUE BRANDON FIELDER COLL	JULY 2024 COLLECTION RPT	8/2024	* 2024-JULY	3,068.65
DEPARTMENT TOTAL:						3,068.65
DEPARTMENT: 01.0 MANAGEMENT						
25-51169	10-004660	MOTHER NATURE'S INC.	PEST/GOPHER	8/2024	1476893	120.00
25-51091	10-005084	JAN-PRO CLEANING SYSTEMS	CITY HALL CLEANING	8/2024	INV87345	813.00
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES, INTERNET	8/2024	20240731	1,446.76
25-51364	10-005321	AMAZON CAPITAL SERVICES,	IN PAPER/STORAGE BOXES	8/2024	1GY9-QXC1-4QWX	92.08
25-51287	10-005373	CARD SERVICES/PI	MICROSOFT BUSINESS 41	8/2024	E0300T64CP	512.50
25-51288	10-005373	CARD SERVICES/PI	MICROSOFT AZURE 76 LICENS	8/2024	E0300T5JZ6	456.00
25-51153	10-005851	LYTLE, SOULE' & FELTY, P.C.	CONTRACT ATTORNEY SVC.	8/2024	304578	5,000.00
25-51511	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY INSURANCE 1 QTR	8/2024	20240901	1,994.00
25-51357	10-2274	OZARKA WATER COMPANY	MONTHLY RENTAL/WATER	8/2024	37217586	32.89
25-51533	10-2861	MARGARET H PEARCE	ATTORNEY SVC.	8/2024	20240801	1,556.50
25-51170	10-3196	IMAGENET CONSULTING, LLC	MANAGED IT	8/2024	992366	7,922.50
25-51464	10-3570	MUNICIPAL FINANCE SVC INC	FILING BOND DISCLOSURE	8/2024	20240806	3,500.00
25-51152	10-4310	AMERIFLEX	FSA ADMIN FEE	8/2024	INV57111	201.40
DEPARTMENT TOTAL:						23,647.63
DEPARTMENT: 02.0 FINANCE						
25-51289	10-1749	RK BLACK INC.	PRINTER CS	8/2024	1161704	10.93
25-51495	10-1749	RK BLACK INC.	SHARP COLOR TONER	8/2024	1161867	107.40
25-51259	10-3196	IMAGENET CONSULTING, LLC	FINANCE COMPUTERS	8/2024	995005	3,159.08
25-51458	10-4352	MCBRIDE CLINIC	DRUG SCREEN	8/2024	20240801	32.00
DEPARTMENT TOTAL:						3,309.41
DEPARTMENT: 03.0 COURT						
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES, INTERNET	8/2024	20240731	435.03
25-51056	10-006079	BENCHMARK ELECTRIC	8 LED LIGHTS	8/2024	20240807	680.00
25-51205	10-006123	CHRISTOPHER T. STEIN	CITY PROSECUTOR	8/2024	240713	1,309.00
25-51206	10-006144	ROBERT BLACK, PLLC	CITY PROSECUTOR	8/2024	010	1,842.00
25-51511	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY INSURANCE 1 QTR	8/2024	20240901	1,738.75
25-51082	10-1749	RK BLACK INC.	MONTHLY COPIER MAINT	8/2024	152602/152603	93.98
DEPARTMENT TOTAL:						6,098.76

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 05.0		POLICE				
25-51122	10-004660	MOTHER NATURE'S INC.	Monthly Pest Control	8/2024	1476892	60.00
25-51523	10-004789	TRADS, INC	TransUnion Usage Monthly	8/2024	2024 JULY	89.80
25-51491	10-004808	ADVANTAGE BATTERY OF OKLAHOBatteries		8/2024	114295	167.88
25-51433	10-004996	GOODYEAR COMMERCIAL TIRE & 20-001 Tire		8/2024	255-1030081	137.90
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES,INTERNET	8/2024	20240731	681.33
25-51377	10-005373	CARD SERVICES/Pl	Cleaning Supplies - Sam's	8/2024	20240801	252.36
25-51490	10-005373	CARD SERVICES/Pl	Fire Extinguishers	8/2024	20240809	209.16
25-51526	10-005373	CARD SERVICES/Pl	CC Service Fee	8/2024	20240606	7.86
25-51530	10-005595	RAY'S WESTSIDE TAG AGENCY	Tag for New Durango	8/2024	TAGS VIN 192421	50.00
25-51155	10-005634	INNOVATIVE SECURITY OF OKLAMonthly Monitoring Fee		8/2024	701006	19.95
25-51459	10-005802	FIRETROL PROTECTION SYSTEMSAnnual Inspection		8/2024	100948855	1,202.00
25-51527	10-005850	ABC CLINIC	Spay & Neuter Monthly	8/2024	0047	1,265.00
25-51148	10-006044	HOUSE OF MODS LLC	Fleet Maintenance	8/2024	5441	189.19
25-51488	10-006198	THUNDER 2024 LLC	PD Veh Tow	8/2024	3703	152.95
25-51511	10-1085	OKLAHOMA MUNICIPAL ASSURANCPROPERTY INSURANCE 1 QTR		8/2024	20240901	2,056.00
25-51524	10-2274	OZARKA WATER COMPANY	Firing Range Water	8/2024	1014666	13.99
25-51525	10-2274	OZARKA WATER COMPANY	Animal Shelter Water	8/2024	1015135	9.99
25-51144	10-3084	UTILITY DATA SERVICES, INC.Monthly Fee		8/2024	106587	12.50
25-51142	10-3342	JANI-KING OF OKLAHOMA, INC.PD Cleaning		8/2024	okc08240109	1,924.66
25-51487	10-3518	CHAD MEEK	Reibursement for Kansas	8/2024	20240808	35.00
25-51486	10-3742	NATHAN MYERS	Reimbursement for Repair	8/2024	1976486	36.11
25-51374	10-4090	AT&T MOBILITY	Ethernet Line Monthly	8/2024	7366122908	504.39
25-51458	10-4352	MCBRIDE CLINIC	DRUG SCREEN	8/2024	20240801	128.00
25-51124	10-4388	ISG TECHNOLOGY, LLC	Monthy Security	8/2024	ISG356209	1,466.50
DEPARTMENT TOTAL:						10,672.52
DEPARTMENT: 06.0		FIRE				
25-51330	10-004398	CITY OF OKLAHOMA CITY	MOBILE RADIO USAGE FEES	8/2024	BTHNYFD-CAPT-FY25	6,630.00
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES,INTERNET	8/2024	20240731	691.64
25-51450	10-005510	SAMARITAN EMS	AMBULANCE SVC	8/2024	6729	35,979.50
25-51451	10-005510	SAMARITAN EMS	AMBULANCE SVC	8/2024	AUGUST 2024	17,989.75
25-51511	10-1085	OKLAHOMA MUNICIPAL ASSURANCPROPERTY INSURANCE 1 QTR		8/2024	20240901	1,345.50
25-51374	10-4090	AT&T MOBILITY	Ethernet Line Monthly	8/2024	7366122908	504.39
25-51484	10-4251	SAM'S CLUB DIRECT FD	OFFICE/STATION SUPPLIES	8/2024	20240812	155.46
DEPARTMENT TOTAL:						63,296.24

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 07.0		COMMUNITY DEV				
25-51386	10-005689	CHALLENGER LANDSCAPING AND	ABATEMENTS	8/2024	5211 N. DAWSON	2,250.00
25-51344	10-006156	KIEL SCHATZ	ABATEMENTS	8/2024	0024-14	350.00
25-51221	10-0225	GENUINE PARTS	OIL FILTERS	8/2024	7092-065096	46.35
25-51317	10-1530	THE TRIBUNE	PUBLICATION	8/2024	20240726	42.40
25-51289	10-1749	RK BLACK INC.	PRINTER CS	8/2024	1161704	10.93
25-51495	10-1749	RK BLACK INC.	SHARP COLOR TONER	8/2024	1161867	53.70
25-51251	10-1922	ADAMS WINDOW TINTING LLC	WINDOW TINTING	8/2024	12634	289.00
25-51539	10-3196	IMAGENET CONSULTING, LLC	CONTRACT CHARGES FOR CD	8/2024	INV969802	1,965.32
25-51311	10-3348	COUNTY CLERK OKLA COUNTY	FILING FEES	8/2024	25-51311	18.00
25-51312	10-3348	COUNTY CLERK OKLA COUNTY	FILING FEES	8/2024	25-51312	18.00
25-51489	10-3348	COUNTY CLERK OKLA COUNTY	LIEN/RELEASE	8/2024	25-51489	18.00
25-51492	10-3348	COUNTY CLERK OKLA COUNTY	LIEN/RELEASE	8/2024	25-51492	18.00
DEPARTMENT TOTAL:						5,079.70
DEPARTMENT: 08.1		PUBLIC WORKS - ADMIN				
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES,INTERNET	8/2024	20240731	453.65
25-51511	10-1085	OKLAHOMA MUNICIPAL ASSURANCP	PROPERTY INSURANCE 1 QTR	8/2024	20240901	53.75
DEPARTMENT TOTAL:						507.40
DEPARTMENT: 08.2		PUBLIC WORKS - STREETS				
25-51072	10-004688	TLS GROUP, INC.	AFTERHOURSIGNALIZATION	8/2024	1104-50971	195.00
25-51088	10-004688	TLS GROUP, INC.	MAINTAGREEMENTSIGNALIZATI	8/2024	0824-1807	480.00
25-51258	10-004688	TLS GROUP, INC.	DX&30TH ROCKWELL	8/2024	1104-AI	234.65
25-51417	10-004808	ADVANTAGE BATTERY OF OKLAHO	SCHOOL BATTERIES	8/2024	114075	279.96
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES,INTERNET	8/2024	20240731	450.19
25-51416	10-005321	AMAZON CAPITAL SERVICES, INN	95MASK,GLOVES,TIRES	8/2024	7165032	63.51
25-51423	10-006057	CROSSLAND'S A & A RENTA-ALL	CONCRETE PLANNER	8/2024	204045-2	275.00
25-51363	10-006159	GREAT WESTERN TRAILER	REPAIR THE SAND SPREADER	8/2024	011W6639	6,575.50
25-51381	10-0694	HASKELL LEMON CONST CO	4 TONS COLDPATCH/ASPHALT	8/2024	9972	120.00
25-51436	10-0694	HASKELL LEMON CONST CO	3 TONS COLDPATCH ASPHALT	8/2024	10079	255.20
25-51453	10-0694	HASKELL LEMON CONST CO	4 TONS COLDPATCH/ASPHALT	8/2024	10108	287.20
25-51511	10-1085	OKLAHOMA MUNICIPAL ASSURANCP	PROPERTY INSURANCE 1 QTR	8/2024	20240901	146.00
25-51383	10-2092	DUB ROSS CO	20ft OF PIPE	8/2024	0140507	485.26
25-51424	10-2123	HOME DEPOT CREDIT SVCS	GRINDING WHEELS	8/2024	002283/2023698	232.97
25-51298	10-2143	WARREN CAT	PM 1 SERVICE ON GENERATOR	8/2024	180039190	238.79
25-51458	10-4352	MCBRIDE CLINIC	DRUG SCREEN	8/2024	20240801	32.00
DEPARTMENT TOTAL:						10,351.23

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08.4 PUBLIC WORKS - MAINT						
25-51354	10-005321	AMAZON CAPITAL SERVICES,	INHARD HATS, LINERS, MATCLAMP	8/2024	6009009	12.59
25-51340	10-006194	THE COATS COMPANY LLC	TIRE BALANCER & CHANGER	8/2024	454485	759.78
25-51511	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY INSURANCE 1 QTR	8/2024	20240901	128.87
25-51298	10-2143	WARREN CAT	PM 1 SERVICE ON GENERATOR	8/2024	180039190	238.79
25-51434	10-3749	GLOBAL INDUSTRIAL	ASST SIZES OF SPILL CONT.	8/2024	122217355	593.22
DEPARTMENT TOTAL:						1,733.25
DEPARTMENT: 08.5 PUBLIC WORKS - PARKS						
25-51086	10-0006	A WELDORS SUPPLY	WELDING TANK RENTAL	8/2024	268285	24.80
25-51303	10-005005	BRONCO EQUIPMENT RENTAL &	SBLADES FOR Z-TURN	8/2024	880587-0001	305.91
25-51320	10-005005	BRONCO EQUIPMENT RENTAL &	STWO BELTS FOR MOWERS	8/2024	880657-0001	254.98
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES, INTERNET	8/2024	20240731	30.68
25-51354	10-005321	AMAZON CAPITAL SERVICES,	INHARD HATS, LINERS, MATCLAMP	8/2024	6009009	7.10
25-51416	10-005321	AMAZON CAPITAL SERVICES,	INN95MASK, GLOVES, TIRES	8/2024	7165032	119.68
25-51518	10-005321	AMAZON CAPITAL SERVICES,	INTIMERSFORIRRIGATION38TH	8/2024	7034650	221.34
25-51475	10-005373	CARD SERVICES/P1	RENEWAL LICENSE	8/2024	602119208	53.00
25-51514	10-0091	BRENNTAG SOUTHWEST INC	SODIUM BICARBONATE	8/2024	BSW556326-	212.50
25-51369	10-0635	GRAINGER INC	GASKET POOL	8/2024	2276836	18.10
25-51511	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY INSURANCE 1 QTR	8/2024	20240901	962.00
25-51515	10-1509	TOM'S SPEEDY LOCK & KEY	SERKEYS FOR SHELTERS	8/2024	70076	19.50
25-51157	10-1622	WESTLAKE ACE HARDWARE	VALUE TUBE FOR THE POOL	8/2024	3504165	29.98
25-51359	10-1622	WESTLAKE ACE HARDWARE	CLOROX, PICKUPTOOL, TRAPS	8/2024	3504318	70.73
25-51505	10-1622	WESTLAKE ACE HARDWARE	PAINT FOR ALL ABILITES	8/2024	3504343	72.98
25-51337	10-1726	BETHANY COUNTRY STORE	WEED KILLER	8/2024	20240726	110.00
25-51226	10-1936	SSS FENCE INC	4FOOTBLACKVINYL FENCE	8/2024	3045	1,849.72
DEPARTMENT TOTAL:						4,363.00
FUND TOTAL:						132,127.79

FUND: 021- PUBLIC SAFETY FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 99.0		NON-DEPARTMENTAL				
25-51502	10-005321	AMAZON CAPITAL SERVICES,	INCard Machine Ribbon	8/2024	9809005	86.00
25-51418	10-005373	CARD SERVICES/P1	2 Flash Modules	8/2024	31139	361.04
DEPARTMENT TOTAL:						447.04
FUND TOTAL:						447.04

FUND: 031- CAPITAL IMPROVE PROJECTS

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		PROJECTS >\$25,000				
25-51402	10-005900	TEIM DESIGN GROUP, PLLC	25TH/SHANNON LIFT	8/2024	12827	462.50
25-51408	10-005900	TEIM DESIGN GROUP, PLLC	CRRSSA	8/2024	12824	1,432.00
DEPARTMENT TOTAL:						1,894.50
FUND TOTAL:						1,894.50

FUND: 035- FEDERAL GRANT FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		Sewer Project				
25-51406	10-005900	TEIM DESIGN GROUP, PLLC	PENIEL WASTEWATER	8/2024	12820	19,840.55
DEPARTMENT TOTAL:						19,840.55
DEPARTMENT: 41.0		Well and Wellfield Proj.				
25-51403	10-005900	TEIM DESIGN GROUP, PLLC	WELLFIED PROJECT	8/2024	12823	13,954.50
DEPARTMENT TOTAL:						13,954.50
FUND TOTAL:						33,795.05

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		Projects				
25-51395	10-004688	TLS GROUP, INC.	1-A 1-B SIGNALIZATION	8/2024	INVOICE NO. 5	58,601.52
25-51300	10-005500	TROY D RHODES & COMPANY,	INPROP 3-A ENGINEER	8/2024	04074	421.30
25-51390	10-005900	TEIM DESIGN GROUP, PLLC	PROP 1-F PRE CONSTRUCTION	8/2024	12826	2,774.50
25-51392	10-005900	TEIM DESIGN GROUP, PLLC	PROP 1-H PRE CONSTRUCTION	8/2024	12825	805.50
25-51541	10-005900	TEIM DESIGN GROUP, PLLC	PROP 1A-H INSPECTION	8/2024	12747	6,596.25
25-51405	10-006140	HOLLAND CONSTRUCTION, LLC	PROP 3B POLICE DEPT.	8/2024	APP # 6	41,153.29
DEPARTMENT TOTAL:						110,352.36
FUND TOTAL:						110,352.36

City of Bethany

From: Michael Vaughn, Finance Director
Date: 08/20/2024
Subject: Budget Amendment 25-2

BACKGROUND

In Fiscal year 2020, The City of Bethany was experiencing budget failures, which has since been remedied. It was indicated by the Council that they had a difficult time understanding the budget with the different transfers in/out between funds. In an effort to simplify the budget presentation, the Sales Tax transfers between the General Fund, the Public Works Authority and the Capital Improvement Fund were reported as net transfers in the FY 21, 22, 23 and 24 budgets.

Although this procedure did have the desired effect of making the budget easier to understand, staff has discussed this issue with our accounting firm, Crawford and Associates, and it is advisable to revert to the prior presentation of the budget to more closely align with the reporting requirements of the annual financial statements. There is no effect on the total expenditures of funds or the projected ending fund balance of any funds.

The attached Budget Amendment will amend the FY 25 budget, which had already been adopted before the conversation with Crawford and Associates. A similar amendment was passed in FY 24.

RECOMMENDATION

1. Approve Budget Amendment 25-2 (attached).

ADDITIONAL COMMENTS



BETHANY CITY COUNCIL

From: Amanda McCellon, Comm. Dev. Director
Date: August 2, 2024
Subject: Consider a request by Chris Chamberlain, Applicant and Property Owner to rezone 3700 N. Redmond Avenue from Single Family Residential (R-1) to Two-Family Residential (R-2).

BACKGROUND

Attached are the minutes and staff report from the Planning and Zoning Commission meeting of August 1, 2024. Motion was made by Trent Reid, seconded by James Clemmer to recommend approving the rezoning of 3700 N. Redmond Avenue from Single Family Residential (R-1) to Two-Family Residential (R-2). The votes are as follows: AYE- Charles Snyder, Kent Lynn, Robert Helton, James Clemmer, Trent Reid. NAY- None. ABSTAIN- None. The motion carried 5 – 0.

RECOMMENDATION

1. Recommend approving rezoning of 3700 N. Redmond Avenue from Single Family Residential (R-1) to Two-Family Residential (R-2).

ADDITIONAL COMMENTS



ORDINANCE NO. 2064

AN ORDINANCE AMENDING THE ZONING ORDINANCES, MAP, AND COMPREHENSIVE PLAN OF THE CITY OF BETHANY, OKLAHOMA, BY INCLUDING IN R-2, TWO FAMILY RESIDENTIAL, THE PROPERTY LOCATED AT 3700 N. REDMOND AVENUE FROM R-1 (SINGLE FAMILY RESIDENTIAL) IN BETHANY, OKLAHOMA COUNTY, OKLAHOMA AS MORE PARTICULARLY DESCRIBED HEREINAFTER.

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

Section 1. The following-described real estate situated in the City of Bethany, to wit:

Se Qtr. of Section 16 T12N-R4W I.M., West Park
Addition Block 008 Lot 000, W127 Ft of Lot 5.

is hereby included in, added to, and made part of the district set aside for R-2, Two Family Residential, and the Clerk of the City of Bethany is hereby authorized and directed to correct the official zoning map and comprehensive plan map of the City of Bethany, Oklahoma, to conform thereto.

END

The undersigned hereby certify that the foregoing ordinance was introduced before the Bethany Planning and Zoning Commission on August 1, 2024, and the Bethany City Council on the 20th day of August, 2024, and was duly adopted and approved by the Mayor and City Council of the City of Bethany on the 20th day of August, 2024, after public hearing, and after compliance with

notice requirements of the Open Meeting Law (25 OSA, Sections 301, et seq.).

MAYOR

ATTEST:

CITY CLERK

Approved as to form and legality on _____, 2024.

CITY ATTORNEY

MINUTES
CITY OF BETHANY
PLANNING AND ZONING COMMISSION
AUGUST 1, 2024

MEMBERS PRESENT: Charles Snyder, Chair
Kent Lynn
Robert Helton
James Clemmer
Trent Reid

MEMBERS ABSENT: Justin Peck, Vice-Chair
Steve Marx
Ron Crouch

STAFF PRESENT: 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, July 25, 2024, at 11:00 a.m.

Charles Snyder, Chair called the meeting to order. Trent Reid gave the invocation. Motion was made by James Clemmer, seconded by Kent Lynn to approve the June 20, 2024 Planning and Zoning Commission minutes as mailed. The votes are as follows: AYE- James Clemmer, Charles Snyder, Kent Lynn. NAY- None. ABSTAIN- Robert Helton, Trent Reid. The motion carried 3-0-2. Motion was made by Robert Helton, seconded by Kent Lynn to approve the July 18, 2024 Planning and Zoning Commission minutes as mailed. The votes are as follows: AYE- Kent Lynn, Robert Helton, Trent Reid. NAY- None. ABSTAIN- James Clemmer, Charles Snyder. The motion carried 3-0-2.

ITEM 1: **PC 24-14**
Consider a request by Chris Chamberlain, applicant, and Chamberlain Properties, LLC., property owner, to rezone 3700 N Redmond Avenue from Single-Family Residential (R-1) to Two-Family Residential (R-2). *Item to be heard by the Bethany City Council on the 20th of August 2024 at 6:30 p.m. in the Council Chambers at Bethany City Hall.*

LEGAL DESCRIPTION: SE Qtr of Section 16 T12N-R4W I.M., West Park Addition Block 008 Lot 000, W127FT of Lot 5.

ACTION: Brendan Summerville, Comm. Dev. Associate presented the staff report to consider rezoning 3700 N Redmond Avenue from Single-Family Residential (R-1) to Two-Family Residential (R-2). There was a home to the north of this property, but it is no longer there. The house on the lot

already meets the setback regulations. The applicant has applied for a minor subdivision for this property, and the lot requirement would still be met.

Chris Chamberlain, Applicant and Property Owner spoke to the Planning and Zoning Commission. He mentioned several surrounding neighbors are happy with what I have been doing to the property (cleaning up property and house); and I have statements from these neighbors to that effect.

Charles Snyder, Chair asked applicant if he plans to build on the open lot to the north.

Chris Chamberlain, Applicant and Property Owner said no. He stated he is not a builder and the cost of construction for him these days does not make sense. My plan is to request a lot split and sell the other lot.

Charles Snyder, Chair asked if the city received any complaints.

Brendan Summerville, Comm. Dev. Associate said no.

Chris Chamberlain, Applicant and Property owner said he has emails from surrounding property owners expressing how happy they are with the improvements that the Chamberlain's have made to the property. Their names are Amber Green at 3706 N. Redmond Ave., Leslie Howard at 3709 N. Redmond Ave., and Ernest Thompson at 3701 N. Redmond Ave.

Charles Snyder, Chair suggested the applicant get the statements from neighbors in writing and/or have them appear at the City Council meeting on August 20, 2024.

Motion was made by Trent Reid, seconded by James Clemmer to recommend approving the rezoning of 3700 N Redmond Avenue from Single-Family Residential (R-1) to Two-Family Residential (R-2). The votes are as follows: AYE- Charles Snyder, Kent Lynn, Robert Helton, James Clemmer, Trent Reid. NAY- None. ABSTAIN - None. The motion carried 5 - 0.

NEW BUSINESS

Brendan Summerville, Comm. Dev., Associate stated we will have two items on the August 15, 2024 Planning and Zoning Commission agenda.

Amanda McCellon, Comm. Dev. Director informed the Planning Commission they will be starting the updates on the pavilions and restrooms in Eldon Lyon Park on Monday. Then after Eldon Lyon Park, they will be doing the same thing at Ripper Park and Garrison Park. Also, there is street work/re-doing of intersections going on along NW 39th Expy. in front of Southern Nazarene University. The site plan for the new Twister's Coffee on NW 23rd was approved today, so they will be applying for their building permit. A new chiropractor has applied for a business license.

Motion was made by James Clemmer, seconded by Robert Helton to adjourn. The votes are as follows: AYE- Charles Snyder, Kent Lynn, Robert Helton, Trent Reid. NAY- None. ABSTAIN- None. Motion carried 5 - 0.

NOTICE: Agenda posted in the lobby and on the front door of Bethany City Hall, 6700 NW 36th St., Bethany, OK 73008 on Thursday, July 25, 2024, at 11:00 a.m..

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.

THE PLANNING AND ZONING COMMISSION MEETING WILL BE HELD IN THE CITY COUNCIL CHAMBER AT BETHANY CITY HALL - 6700 NW 36TH ST., BETHANY, OK 73008

AGENDA
CITY OF BETHANY
PLANNING AND ZONING COMMISSION
August 1, 2024
6:30 P.M.

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES OF JUNE 20, 2024 & July 18, 2024

EXPLANATION OF PROCEDURE TO AUDIENCE PLANNING AND ZONING

COMMISSION BUSINESS

ITEM 1: PC 24-14

Consider a request by Chris Chamberlain, applicant, and Chamberlain Properties, LLC., property owner, to rezone 3700 N Redmond Avenue from Single-Family Residential (R-1) to Two-Family Residential (R-2). *Item to be heard by the Bethany City Council on the 20th of August 2024 at 6:30 p.m. in the Council Chambers at Bethany City Hall.*

LEGAL DESCRIPTION:

SE Qtr of Section 16 T12N-R4W I.M., West Park Addition Block 008 Lot 000, W127FT of Lot 5

NEW BUSINESS

ADJOURNMENT UNTIL AUGUST 15, 2024

Background:

The applicant is seeking to rezone the 3700 N Redmond Avenue from Single-Family Residential to Two-Family Residential. The R-2 zoning category would permit the applicant to convert the existing dwelling unit into a duplex. Staff directed the applicant to begin the rezoning process after it was determined that the dwelling unit was in the process of being converted into a duplex.

Analysis:

The surrounding zoning of the property is entirely single-family residential (R-1). This site occupies a total area of 19,166 ft², which meets and surpasses the 9,000 ft² lot size minimum for R-2 properties. The applicant has not altered the footprint of the building, and it is within the required setbacks of the property.

The property has access to water via a six (6) inch connection to the four (4) inch water line running along N Redmond Avenue. The property does not directly front an existing sewer line but does make use of a private sewer line running NW across the property to an eight (8) inch line on N Redmond.

The site is within the proposed CBD expansion area of the comprehensive plan. While expanding the CBD is not an ongoing effort, this does imply that the comprehensive plan views this as an area which may manage more intensive land uses, such as multi-family and mixed-use developments. This is due to the location having direct access to two major thoroughfares and its proximity to downtown with greater pedestrian traffic.

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 20th of August 2024, who will then vote on whether to approve or deny this request.

Attachments:

- Aerial Photograph
- Zoning Map
- Water & Sewer Atlases
- Application & Certified Owners List
- Public Notification

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Attachments:



















- Aerial Photograph
- Zoning Map
- Water & Sewer Atlases
- Application & Certified Owners List
- Public Notification



PC 24-14 Zoning Map



ZONING CODE LEGEND

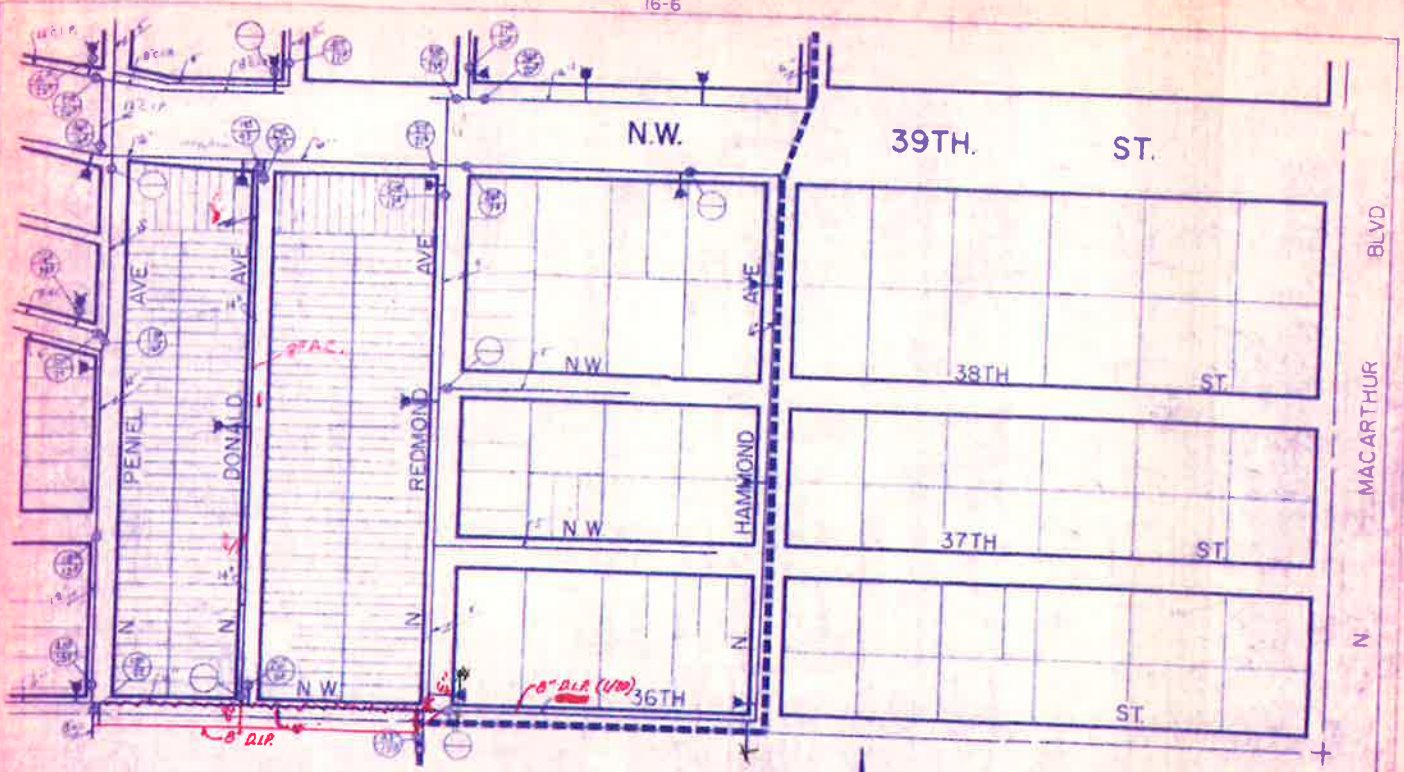
	V		I-1
	CBD		I-R
	C-G		PUD
	C-H		PKD
	C-S		R-1
	C-N		R-2
	C-O		R-M
	C-R		RAMO
	L-1		RHP

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.

16-6



16-4

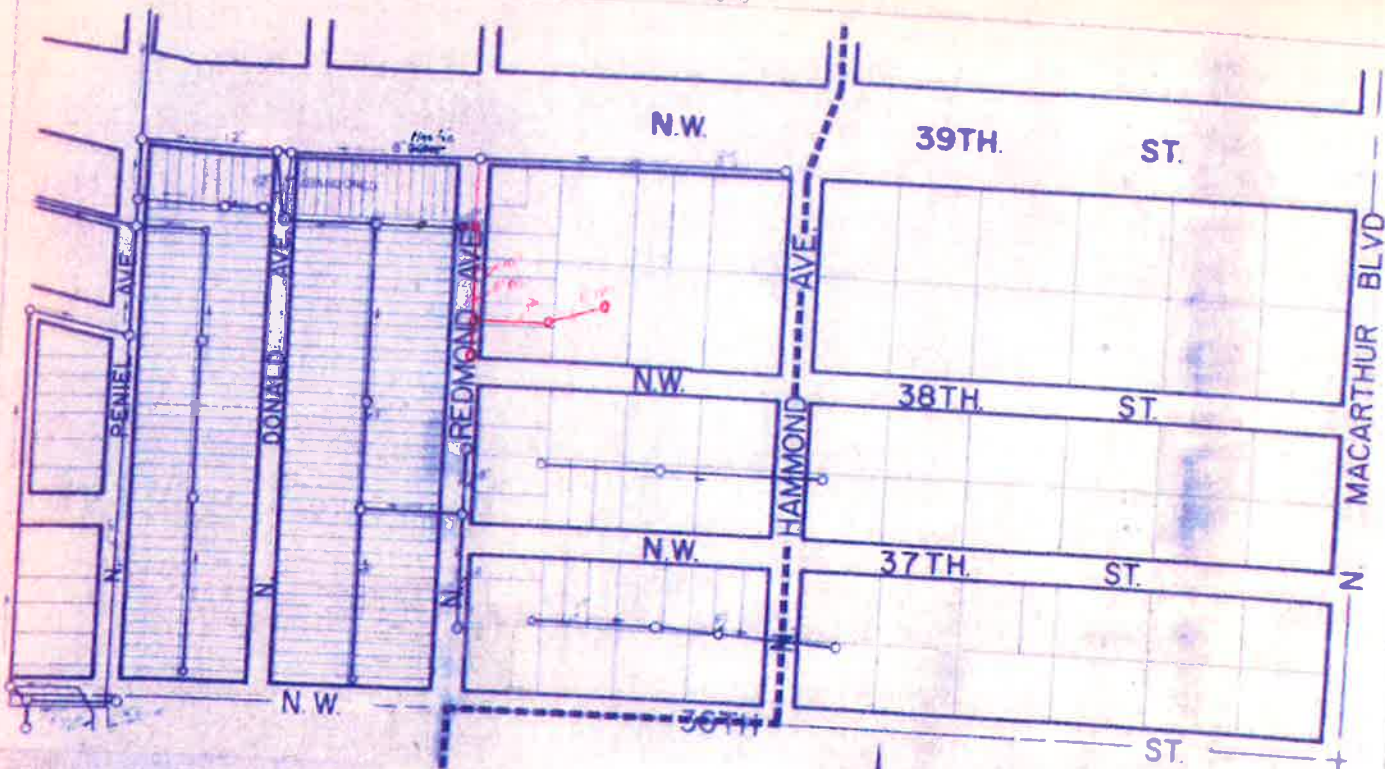
THIS MAP WAS PREPARED FOR THE OKLAHOMA INDUSTRIAL DEVELOPMENT AND PLANNING DEPARTMENT, STATE PLANNING AGENCY, AND WAS FINANCED IN PART THROUGH AN URBAN PLANNING GRANT FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, UNDER THE PROVISIONS OF SECTION 701 OF THE HOUSING ACT OF 1954, AS AMENDED.

21-8

SCALE 1" = 200'

16-5

16-5



16-4

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 602 OF THE HOUSING ACT OF 1954, AS AMENDED.

44-7-12-88 11-28-52

21-8

SCALE 1" = 200'

16-5



Requisition Number 25-51108

Packet 16470-COMM. DEV. DEPT.

New

Approval / Rejection

A 2 *A *A *A *A

Item Distribution Misc. Approval Comments / Notes

Vendor Set 10-CITY OF BETHANY

Vendor 1530 THE TRIBUNE

Department 7.0

Approved by AMANDA MCELLON

Ordered by LINDA HLINICKY

Summary Desc PUBLICATION

Status New

P.O. Number 25-51108

Ship to 000-CITY HALL

Issued 7/05/2024

Est. Delivery 7/05/2024

P.O. Description PUBLISH REZONING NOTICE FOR 3700 N. REDMOND

Internal Notes

Edit

hlinicky

OK

Cancel



Requisition Number 25-51108

Packet 16470-COMM. DEV. DEPT.

Approval / Rejection

A 2 *A *A *A *A

Item Distribution Misc. Approval Comments / Notes

Account 010 507.0-210 Template Description PUBLICATION Ref

OFFICE SUPPLIES COMMUNITY DEV

Project Ordered

Units	Price	Amount
0.000	0.0000	0.00

Fund	Account	PJ	Line	Description	Units	Price	Amount	OE
010	507.0-210			PUBLICATION	0.000	0.0000	71.20	

Account Budget	<input type="text" value="11,000.00"/>	Available	<input type="text" value="10,928.80"/>	Total	<input type="text" value="71.20"/>
Group Budget	<input type="text" value="0.00"/>	Available	<input type="text" value="0.00"/>		

Edit

h/nicky

OK

Cancel

Larry Stein
Oklahoma County Assessor's
Office



Ownership Radius Report

This Official Report is for Account Number **R171325258** and is a **300-foot** radius from the outside of the polygon.

DIGITAL COPIES ARE NOT PROVIDED BY THIS OFFICE.

If the minimum number of different owners was not reached from the initial search the radius for this report was extended by 100-foot increments until the required number of different owners is included, or the maximum distance has been met. This report does not constitute a legal survey or document. Definitive descriptions of real property and ownership can be obtained from the official recorded documents in the Oklahoma County Clerk's Office.

The Official Certified Radius Report will expire 30 days from the date of creation stamp and seal.

If you need a digital reproduction of this report, please call the mapping department of the Assessor's office for instructions on how to use the website.

Oklahoma County Assessor
 300 Ft. Radius Report
 5/9/2024

accountno	name1	name2	mailingaddress1	Shape	city	state	zipcode	subname	block	lot	legal	location
R172741300	BALE INVESTMENTS LLC		407 W COVELL RD, Unit 30362		EDMOND	OK	73003	FRUITLAND GARDEN ADD	001	000	FRUITLAND GARDEN ADD 001 000 S 1/2 OF LOTS 26 & 27	3601 N REDMOND AVE BETHANY
R188950620	CALDRONE ENTERPRISES LLC		11325 STANWICK AVE		LAS VEGAS	NV	89138-8017	COOLEYS SUB			COOLEYS SUB ADDITION 001 000 S74.5FT OF LOT 14 & S74.5FT OF W5FT OF LOT 15	6317 NW 35TH ST WARR ACRES
R188950590	RIGG HAROLD ALLAN		6415 VIA CANADA		RANCHO PALOS VERDES	CA	90275	COOLEYS SUB	001	000	COOLEYS SUB ADDITION 001 013 S74 1/2FT	3600 N REDMOND AVE WARR ACRES
R188950600	BRADLEY BRETT		3604 N FLAMINGO AVE		BETHANY	OK	73008	COOLEYS SUB	001	000	COOLEYS SUB ADDITION 001 000 N65.5FT LOTS 13 & 14 & N65.5F OF W5FT LOT 15	6310 NW 35TH ST WARR ACRES
R188950625	PACEWORKS LLC		5915 NW 23RD ST		OKLAHOMA CITY	OK	73127-1251	COOLEYS SUB	001	000	COOLEYS SUB ADDITION 001 000 E45FT LOT 15 & W15FT LOT 16	6313 NW 35TH ST WARR ACRES
R188950630	RIGG HAROLD ALLAN		6415 VIA CANADA		RANCHO PALOS VERDES	CA	90275	COOLEYS SUB	001	000	COOLEYS SUB ADDITION 001 000 E35FT LOT 16 & W30FT LOT 17	6309 NW 35TH ST WARR ACRES
R188950710	LORETT TED W & KIMBERLY K TRS	LORETT TED & KIMBERLY REV TRUST	3409 N PRESTON DR		OKLAHOMA CITY	OK	73122	COOLEYS SUB	001	000	COOLEYS SUB ADDITION 001 000 E20FT LOT 17 & W35FT LOT 18	6305 NW 35TH ST WARR ACRES
R188950720	SCHREIBER TAMMY TERESA & TIMOTHY		6301 NW 35TH ST		BETHANY	OK	73008-4167	COOLEYS SUB	001	000	COOLEYS SUB ADDITION 001 000 E15FT LOT 18 & W40FT LOT 19	6301 NW 35TH ST WARR ACRES
R188950730	LORETT TED W & KIMBERLY K TRS	LORETT TED & KIMBERLY REV TRUST	3409 N PRESTON DR		OKLAHOMA CITY	OK	73122	COOLEYS SUB	001	000	COOLEYS SUB ADDITION 001 000 E10FT LOT 19 & W45FT LOT 20	6217 NW 35TH ST WARR ACRES
R172741350	BABCOCK EDWARD WILLIAM & STARLET SEIMONE		9504 BLUE BONNET PL		OKLAHOMA CITY	OK	73128-4810	FRUITLAND GARDEN ADD	001	000	FRUITLAND GARDEN ADD 001 000 N 1/2 OF LOTS 26 & 27	3603 N REDMOND AVE BETHANY
R172741430	HALL JOCK BRIAN		6403 NW 35TH ST		BETHANY	OK	73008-4166	FRUITLAND GARDEN ADD	001	000	FRUITLAND GARDEN ADD 001 000 LOTS 28 29 & 30	6403 NW 35TH ST BETHANY
R172741560	GFR PROPERTIES LLC		613 MONOMOY CT		NORMAN	OK	73071	FRUITLAND GARDEN ADD	001	000	FRUITLAND GARDEN ADD 001 000 LOTS 31 & 32	6405 NW 35TH ST BETHANY

Oklahoma County Assessor
 300 ft. Radius Report
 5/9/2024

R170484075	XIE HAIBAO & XIAO JUN WANG	16108 HIMALAYA RDG	EDMOND OK	73013-1228	COCKRELLS SUB WEST PARK	001	000	000	COCKRELLS SUB WEST PARK 001 000 LOTS 55 THRU 58	3701 N REDMOND AVE BETHANY
R170483700	PRICE CHARLES ALLEN	12601 BANNOCKBURN PL	OKLAHOMA CITY	73142-4518	COCKRELLS SUB WEST PARK	001	000	000	COCKRELLS SUB WEST PARK 001 000 LOTS 51 & 52	0 UNKNOWN BETHANY
R17132525	BETHANY PARK APARTMENTS LLC	1126 JASMINE WAY	MUSTANG OK	73064	WEST PARK ADDITION	008	000	000	WEST PARK ADDITION 008 000 E5FT 4IN LOT 6 & ALL LOTS 7 & 8	6205 NW 36TH ST BETHANY
R17132523	PLUGGE DENNIS C	3801 NW 33RD ST	OKLAHOMA CITY	73112-3347	WEST PARK ADDITION	008	000	000	WEST PARK ADDITION 008 000 W47.27FT OF E52.60FT OF LOT 6	6301 NW 36TH ST BETHANY
R171325252	OAKLEY BRYAN P	PO BOX 101	HERMOSA BEACH CA	90254-0101	WEST PARK ADDITION	008	000	000	WEST PARK ADDITION 008 000 E86.60FT OF W107.40FT OF LOT 6	6305 NW 36TH ST BETHANY
R171325250	OAKLEY BRYAN	PO BOX 101	HERMOSA BEACH CA	90254	WEST PARK ADDITION	008	000	000	WEST PARK ADDITION 008 000 E38FT OF LOT 5 & W20.8FT OF LOT 6	6307 NW 36TH ST BETHANY
R170484210	SHELTON KIMBERLY DAWN	3705 N REDMOND AVE	BETHANY OK	73008-3446	COCKRELLS SUB WEST PARK	001	000	000	COCKRELLS SUB WEST PARK 001 000 LOTS 59 & 60	3705 N REDMOND AVE BETHANY
R170483515	CHECKERS INVESTMENTS INC	3730 SPRINGLAKE DR	OKLAHOMA CITY OK	73111-5102	COCKRELLS SUB WEST PARK	001	000	000	COCKRELLS SUB WEST PARK 001 000 LOTS 49 & 50	3704 N DONALD BETHANY
R171325258	RSH PROPERTIES LLC	2800 W MAIN ST	OKLAHOMA CITY OK	73107-6824	WEST PARK ADDITION	008	000	000	WEST PARK ADDITION 008 000 W127FT OF LOT 5	3700 N REDMOND AVE BETHANY
R170484275	3707 N REDMOND LLC	6915 N CLASSEN BLVD STE C	OKLAHOMA CITY OK	73116-7209	COCKRELLS SUB WEST PARK	001	000	000	COCKRELLS SUB WEST PARK 001 000 LOTS 61 & 62	3707 N REDMOND AVE BETHANY
R170483330	GARCIA JOSE	3509 N COUNCIL RD	BETHANY OK	73008	COCKRELLS SUB WEST PARK	001	000	000	COCKRELLS SUB WEST PARK 001 000 LOTS 47 & 48	3706 N DONALD BETHANY
R171325255	HUNTER AMBER MICHELLE	3705 N REDMOND AVE	BETHANY OK	73008	WEST PARK ADDITION	008	000	000	WEST PARK ADDITION 008 000 S50FT LOT 4	3706 N REDMOND AVE BETHANY
R170484440	HOWARD LESLIE R	3709 N REDMOND AVE	BETHANY OK	73008-3446	COCKRELLS SUB WEST PARK	001	000	000	COCKRELLS SUB WEST PARK 001 000 LOTS 63 & 64	3709 N REDMOND AVE BETHANY
R170483145	HIS AND HERS PROPERTIES LLC	2532 W I 44 SERVICE RD	OKLAHOMA CITY OK	73112	COCKRELLS SUB WEST PARK	001	000	000	COCKRELLS SUB WEST PARK 001 000 LOTS 45 & 46	3708 N DONALD AVE BETHANY

Oklahoma County Assessor
 300 ft. Radius Report
 5/9/2024

R171324550	GROOMS TRULA D	6305 NW 37TH ST	BETHANY	OK	73008-3424	WEST PARK ADDITION 005	005	006	WEST PARK ADDITION 005 006 E53 1/3FT OF W106 2/3FT	6305 NW 37TH ST BETHANY
R171324600	DAWKINS SIEW LEE & CHRISTOPHER DALE	6307 NW 37TH ST	BETHANY	OK	73008	WEST PARK ADDITION 005	005	006	WEST PARK ADDITION 005 006 W53 1/3FT	6307 NW 37TH ST BETHANY
R171324500	NALL CHRISTOPHER D	3804 N REDMOND AVE	BETHANY	OK	73008	WEST PARK ADDITION 005	005	005	WEST PARK ADDITION 005 005 N82FT	3804 N REDMOND AVE BETHANY
R171324000	BETHANY PARK APARTMENTS LLC	1126 JASMINE WAY	MUSTANG	OK	73064	WEST PARK ADDITION 005	005	000	WEST PARK ADDITION 005 000 LOTS 1 & 2 & LOTS 7 & 8	6204 NW 38TH ST BETHANY

X

North Hammond Avenue

North Hammond Avenue

Northwest 36th Street

Northwest 37th Street

Northwest 36th Street

Northwest 35th Street



North Redmond Avenue

North Redmond Avenue

Northwest 36th Street

North Redmond Avenue

North Donald Avenue

Northwest 36th Street


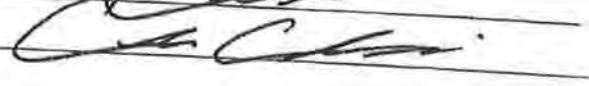
Northwest 35th Street

8. At the next scheduled Planning and Zoning Commission meeting, your request will be considered at a public hearing. You will be sent notice of this meeting and you or your representative must be present. The Planning Staff will introduce your request, and you and any interested citizens will have the opportunity to speak to the Commission concerning your request.
9. At the conclusion of this public hearing the Planning Commission, by majority vote, will recommend that the ordinance to accomplish your requested rezoning either be approved or denied. This recommendation will be transmitted to the City Council.
10. When the Planning Commission has acted upon an application for rezoning, an ordinance shall be prepared and introduced before the City Council at a public hearing on the same date as set forth in the notice to property owners provided in the preceding section. The City Council may continue that hearing from time to time, prior to final action thereon.
11. At the public hearing, the City Council will vote either to adopt or reject the proposed rezoning ordinance. You or your representative must be present at this meeting.
12. Both the Planning Commission and the City Council meetings are held in the Council Room (East Wing), Bethany City Hall, 6700 N.W. 36th. The Planning Commission meetings begin at 7:00 P.M. and the City Council meetings begin at 7:30 P.M. The average rezoning case takes about 50 days from the time we receive the application until final approval.

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: Chris Chamberlain Phone #: 405 831 7120
Address: 6131 N. Stinchcomb Ave. OKC OK 73132
2. Record Property Owner(s): Chamberlain Properties LLC Phone #: 405 831 7120
Address: 6131 N. Stinchcomb Ave. OKC OK 73132
3. Request rezoning from: R-1
To: R-2
4. Street address or location: 3700 N. Redmond
5. Legal description (attach if necessary): West Park Addition 008 000 W 127 FT
of Lot 5
6. Area of property (sq. ft.): 18730.8 sq. ft. .43 acres
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: 
Signature of Property Owner: 

**APPLICATION FOR AMENDMENT
OF THE COMPREHENSIVE PLAN
FOR THE CITY OF BETHANY**

Location and Extent of Requested Amendment (attached map if possible):

Present Designation: _____

Requested to be changed to: _____

Justification for Changes (include any change of conditions in the area, proof of the need for the uses allowed under the requested designation, relationships to traffic facilities, and any other evidence which would support the change): _____

(attach additional sheets, maps, etc., if necessary)

Applicant: _____

Address: _____

Phone: _____

Signature: _____

SUMMARY OF ZONING DISTRICTS

1. A Agricultural. This district is designed to protect specific areas within clear zones of Wiley Post Airport where development should remain non-existent and other peripheral areas in which development should be controlled;
2. R-1 Residential One Family. This is the most restrictive residential district. The primary use of land is for single-family dwellings and related recreational, religious, and educational facilities normally required to provide an orderly and attractive residential area. These residential areas are intended to be defined and protected from the encroachment of uses which are not appropriate to residential environment. Internal stability, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and through consideration of the proper functional relationship of the different uses;
3. R-2 Residential Two Family. This is a residential district to provide for a slightly higher population density but with basic restrictions similar to the R-1 District. The primary use of land is for single-family and two-family dwellings and related recreational, religious and educational facilities normally required to provide a balanced and attractive residential area. Internal stability, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and through the consideration of the proper functional relationship of the different uses;
4. R-M Residential Multiple Family. Multiple family dwellings must be developed, due to their location, with maximum compatibility to the surrounding area in which they are located in regard to quality, architectural design and physical orientation. Extensive screening and usable open space will be incorporated into this multi-family usage to maintain the integrity of adjacent living units instead of distracting or decreasing the important life style of the single-family dwelling;
5. PUD, Planned Unit Development. A special zoning district category that provides an alternative approach to conventional land use controls. The PUD provides for greater flexibility in the design of buildings, yards, courts, circulation, and open space that would not be possible through the strict application of other district regulations. In this way, applicants may be awarded certain premiums in return for assurances of overall planning and design quality, or which will be of exceptional community benefit and which are not now required by other regulations.

PUD may be small or large scale developments, incorporating single type or a variety of residential, commercial, industrial and related uses which are planned and developed as a unit. Such development may consist of individual lots, or it may have common building sites.

The specific purposes of the PUD are to:

1. Encourage comprehensive and innovative land development with appropriate limitations on the character and intensity of use that assures compatibility with surrounding uses and achieves the goals and objectives of the Bethany Comprehensive Land Use Plan.
2. Encourage more efficient use of land capitalizing on optimum arrangements of buildings and uses thereby reducing infrastructural costs without sacrificing quality of service.
3. Permit flexibility within the development maximizing the unique physical characteristics of the site and respecting the natural features of the area.
4. Achieve a continuity of function and design within the development and in relation to surrounding areas.
5. Provide a maximum choice of dwelling units and arrangements responsive to consumer demands.
6. Provide a mechanism for mitigating possible negative impacts of new development in transitional areas where traditional requirements are not adequate.
6. MHP Mobile Home Park. This is a residential district to be occupied by mobile homes;
7. C-O Commercial Office. The district provides for office buildings, accessory uses and restricted commercial activities. Buildings and premises in this district shall be used only for the purposes hereinafter set forth and no article or material shall be kept, stored or displayed outside the confines of a building;
8. C-R Commercial Restricted. This district is intended for the conduct of retail trade and personal service enterprises to meet certain regular needs of the community. It does not, however, permit outside display of merchandise nor does it allow for certain uses which involve the use of heavy equipment, repair of motor vehicles or equipment, or certain other retail uses which are allowed in the Commercial General District.
9. C-G Commercial General. Intended for the conduct of general trade and personal service enterprises, this district meets certain regular needs and is for the convenience of residents of the community. Persons living in the community require direct and frequent access to this district. Therefore, this district should not be located in areas which will affect the internal stability of residential areas. Traffic generated by uses permitted in this district will primarily be passenger vehicles and only those trucks and commercial vehicles required for stocking and delivery of retail goods;

10. C-H Commercial Highway. This unrestricted commercial district is intended to provide suitable locations for those commercial activities appropriate to location and dependent on N.W. 39th Expressway. These activities typically require direct auto traffic access and visibility from the road, and therefore shall be located only in the vicinity of N.W. 39th Expressway or the service drives thereof; and

11. CBD Central Business. The district is designed to be the central business district or downtown shopping center for the community and surrounding trade area as delineated in the comprehensive plan. The area is further defined as properties in and closely surrounding the original townsite of Bethany. This district is intended to provide space for retailing, professional offices, financial institutions, governmental offices, amusement facilities and transient residential facilities. (Ord. #1421; 4-19-88)

12. I-L Industrial Light. This is intended primarily for manufacturing and assembly plants that are conducted so the noise, odor, dust and glare of each operation is completely confined within an enclosed building. These industries may require direct access to rail, air or street transportation facilities;

13. I-H Industrial Heavy. This district is intended primarily for the conduct of heavier manufacturing, assembly and fabrication, and for wholesale and service uses. These do not depend primarily on frequent personal visits of customers or clients, but may require good accessibility to major rail, air or street transportation uses.

14. E-I Educational and Institutional. This district is established to provide a location for institutions of higher education, and other institutional uses of a public or quasi-public educational, medical, religious or eleemosynary nature, which requires a complex of buildings developed on a campus where maximum flexibility of density and use of buildings and facilities is desirable.

(* Specific Zoning District Regulations governing permitted uses, area, height and bulk requirements are available upon request.)

NOTICE OF PUBLIC HEARING

On August 1, 2024, at 6:30 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 Chris Chamberlain, applicant and property owner, to rezone their property at 3700 N Redmond Avenue from Single-Family Residential (R-1) to Two-Family Residential (R-2).

At this 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 August 20, 2024, at 6:30 p.m. During the meeting with the Bethany City Council, there will be a second public hearing and a subsequent vote as to whether this request is either approved or denied.

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:

Section 16 T12N-R4W Qtr. SE West Park Addition Block 008 000 W127FT of Lot 5.



BETHANY *Oklahoma*

Department of Planning & Community Development

8 July 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 the 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**

CASE INFORMATION

A. Rezoning Proposal

1. Case No.: PC 24-14
2. Location of Property: 3700 N Redmond Avenue
3. Legal Description: Sect. 16-T12N-R4W Qtr. SE West Park Addition Block 008 000 W127FT of Lot 5.
4. Property Zoning: Single-Family Residential (R-1)
5. Requested Zoning: Two-Family Residential (R-2)
6. Name of Applicant: Chris Chamberlain.

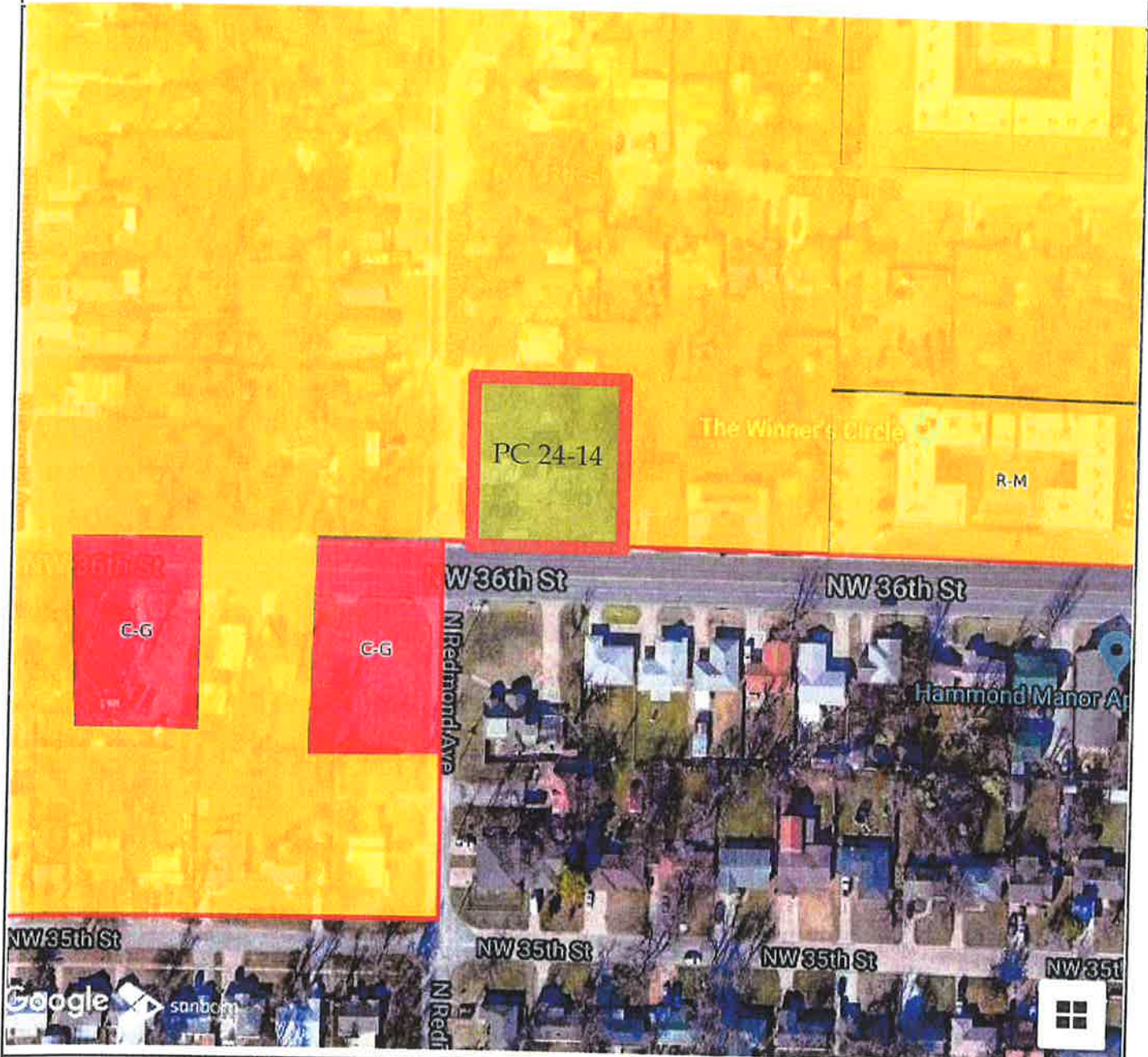
B. Hearing Schedule

1. The Planning and Zoning Commission hearing on the proposed rezoning will be held on **August 1, 2024 at 6:30 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 **August 20, 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.

PC 24-14 Zoning Map



ZONING CODE LEGEND

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

Agenda: 08/20/2024

Item: 6

BETHANY CITY COUNCIL

From: Elizabeth Gray, City Manager
Date: August 20, 2024
Subject: Approval of Change Order No. 1 with Holland Construction, LLC for the Police Headquarters Building Addition (G.O. Bond Prop. 3-B)

BACKGROUND

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

On October 3, 2023, a contract was awarded to Holland Construction LLC, for Police Headquarters Building Addition in the amount of \$358,800.00

Change Order No. 1 is for additional electrical junction boxes, conduit and wiring for outside wall lighting, and additional electrical outlets in the interior of the new addition in the amount of \$1,980.00 for a new contract amount of \$360,780.00.

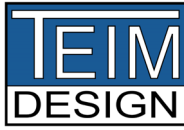
RECOMMENDATION

1. Approval of Change Order No. 1 for the Police Headquarters Building Addition, G. O. Bond Proposition 3-B, to Holland Construction LLC in the amount of \$1,980.00.

ADDITIONAL COMMENTS

The project will be funded by GO Bond Proposition 3.





TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

August 9, 2024

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

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

Dear Ms. Gray:

I. CHANGE ORDER NO. 1 - SCOPE AND JUSTIFICATION

Item CO 1.1 – Electrical Scope Additions

The electrical scope additions are the request of the Police Department. The electrical scope additions are as follows:

1. Provide junction box, power, and conduit to (2) exterior lights, fixtures provided by the owner. Each light is to match the elevation height to the adjacent light on each elevation, centered horizontally per plans.
2. Provide junction box, power, and conduit to (3) additional boxes in and near the west elevation door alcove, exact locations per plans.
3. Provide junction box, power, conduit to (1) 120V Duplex Wall Outlet on the interior west all near the door.

II. COST ESTIMATE

See attachment A for cost breakdown:

Original Contract Amount:	\$358,800.00
Change Order No. 1:	\$1,980.00 (0.55%)
Revised Contract Amount:	\$360,780.00

III. CONTRACT TIME

Change Order No. 1 extends the project substantial completion date to September 30, 2024.

The above and foregoing is hereby accepted on this 9th day of August 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.

Holland Construction, LLC



Boe R Holland Vice President

Name and Title

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



Robbie Williams, P.E.

City Attorney

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

ATTEST:

CITY CLERK

MAYOR

BETHANY CITY COUNCIL

From: Elizabeth A. Gray, City Manager
Date: August 15, 2024
Subject: Discuss and consider approval of a Community Development Block Grant (CDBG) administration contract with Parkhill for the CDBG 24 Small Cities set aside grant for a waterline project upon funding of the grant.

BACKGROUND

The City of Bethany is applying for the CDBG 24 Small Cities set aside grant and would like to enter into a contract with Parkhill to apply for and administer the grant. This is the same entity that managed our last CDBG grant. There is no charge to apply for the grant, unless the grant application is successful. The fee is a flat \$20,000. The last CDBG grant the city completed was the Holloway water line and meters. This new application will be for another stretch of new line and new meters in the same neighborhood.

This contract is contingent upon grant funding.

RECOMMENDATION

1. To approve the CDBG 24 Administration Contract with Parkhill contingent upon grant Approval and authorize the mayor to sign the contract.

ADDITIONAL COMMENTS

Funding will come from the stabilization reserve fund.

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

July 10, 2024

Dear Ms. Gray,

Parkhill is offering to administer your FY-2024 CDBG Grant application that was submitted to the Oklahoma Department of Commerce. The fee for CDBG application preparation and administration of the project from application to closeout is \$20,000.00. The grant does require a dollar-for-dollar match.

Attached is **ATTACHMENT A “Scope of Services”** is provided to identify the detailed administrative services to be provided. Basically, administrative services will be provided from CDBG Grant Application preparation through project closeout.

This document is provided as a sample agreement and to allow you to review what the Agreement with Bethany would encompass should you decide to engage our services. We appreciate the opportunity to provide this information and we would be happy to meet with you to further discuss.

If you have any questions, please do not hesitate to call me.

Sincerely,

Mareta Woodard

Proposal prepared by:
Mareta Woodard, Grants & Projects Administrator

Cc: Zane Edwards, PE
Director of Water Resources/Principal

Date 7/10/2024
 PSC Job No TBD
 Project Manager Millie Vance

Office Location:
 Address 3700 West Robinson
Suite 200
Norman, OK 73072
 Phone 405-701-5058 Fax _____

City of Bethany, hereinafter CLIENT, does hereby authorize **Parkhill, Smith & Cooper, Inc. (PSC)** hereinafter CONSULTANT, a corporation organized and existing under the laws of the **State of Oklahoma**, to perform the services set forth below, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH BELOW AND ON THE NEXT PAGE, **Standard Conditions**.

A. Client Information

Name City of Bethany
 Address PO Box 219
 City Bethany State OK Zip 73008-0219
 Representative Elizabeth Gray, City Manager Phone 405-789-2146
 Owner of Property Involved City of Bethany, OK

B. Project Description

Project Name CDBG Waterline Replacement Client PO No. _____
 Location _____
 Estimated Completion Date _____
 Description of CONSULTANT'S Service or Scope of Work: CDBG Grant Administrative Services; See ATTACHMENT A – SCOPE OF SERVICES

Client will provide access to work site(s).

C. Compensation

1. CONSULTANT'S total fee is **8% of grant funds received**. Actual fee shall not change without the express written consent of CLIENT.
2. Basis of CONSULTANT'S fee (check one)
 - Lump Sum with Progress Payments (schedule attached)
 - Time and Materials in accordance with the Schedule of Charges dated _____
 - Other (description) _____

D. CLIENT has read and understood the terms and conditions set forth in the Standard Conditions and agrees that such items are hereby incorporated into and made a part of this agreement.

E. Having read, understood and agreed to the foregoing, CLIENT and CONSULTANT, by and through their authorized representatives, have subscribed their names hereon effective the _____ day of _____, 2024.

Parkhill, Smith & Cooper, Inc.

City of Bethany

Name *Zane Edwards*
Zane Edwards, P.E.
 Title Director of Water Resources/Principal
 Date July 10, 2024

Name _____
 Title Mayor
 Date _____

Agreement to be executed in duplicate

CLIENT: City of Bethany

DATE: 7/10/2024

STANDARD CONDITIONS: CLIENT and CONSULTANT (Parkhill, Smith & Cooper, Inc.) agree that the following Provisions shall be part of their Agreement.

ARTICLE 1. SERVICES

1.1 **INVOICING**
Invoices shall be submitted by the CONSULTANT as follows:

Environmental & Release of Funds Completed	Not to Exceed 25% of contract
Project advertised for bids & Awarded	Not to Exceed 20% of contract
Project Under Construction	Not to Exceed 35% of contract (Pro Rata)
Project Completion	20% of contract

Invoices are due upon presentation and shall be considered past due if not paid within thirty (30) days of the due date. Past due invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice due date.

If the CLIENT fails to make payment to the CONSULTANT in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the CONSULTANT.

1.2 **GRANT ADMINISTRATION SERVICES**
Refer to Attachment A.

1.3 **SERVICES BY CLIENT:** CLIENT will provide access to work site, obtain applicable permits, provide all legal services in connection with the project, and provide environmental impact reports and energy assessments unless specifically included in the Scope of Work. CLIENT shall pay the costs of checking and inspection fees, zoning application fees, soils engineering fees, testing fees, surveying fees, and all other fees, permits, bond premiums, and all other charges not specifically covered by the terms of this Agreement.

1.4 **OWNERSHIP OF DOCUMENTS**
All reports, drawings, specifications, computer files, field data, notes, data on any form of electronic media, and other documents prepared by the CONSULTANT as Instruments of Service shall remain the property of the CONSULTANT. The CONSULTANT shall retain a common law, statutory and other reserved rights, including copyrights.

The CONSULTANT grants to the CLIENT a nonexclusive license to reproduce the CONSULTANT's Instruments of Service solely for the purpose of constructing, using and maintaining the Project. The CLIENT shall not use the Instruments of Service for other projects without prior written agreement of the CONSULTANT.

The CLIENT shall not make any modification to the Instruments of Service without the prior written authorization of the CONSULTANT. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT against any damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the Instruments of Service by the CLIENT or any person or entity that acquires or obtains the Instruments of Service from or through the CLIENT without the written authorization of the CONSULTANT.

1.5 **DELIVERY OF ELECTRONIC FILES**
In accepting and utilizing any form of electronic media generated and furnished by the CONSULTANT, the CLIENT agrees that all such electronic files are Instruments of Service of the CONSULTANT. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy Contract Documents. In the event of a conflict between the original signed Contract Documents prepared by the CONSULTANT and electronic files, the original signed and sealed hard-copy Contract Documents shall govern.

Electronic files created by the CONSULTANT through the application of software licensed for the sole and exclusive use by the CONSULTANT will be furnished to the CLIENT in read-only format. The CLIENT is responsible to obtain and maintain software licenses as appropriate for the use of electronic files provided by the CONSULTANT.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the CONSULTANT, and the CONSULTANT makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the CONSULTANT be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

ARTICLE 2. GENERAL PROVISIONS

2.1 **APPLICABLE LAW**
This agreement shall be interpreted and enforced according to the laws of the State of Oklahoma, unless agreed otherwise.

2.2 PRECEDENCE OF CONDITIONS

Should any conflict exist between the terms herein and the terms of any purchase order or confirmation issued by CLIENT, the terms of these Standard Conditions shall prevail.

2.3 ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the CONSULTANT as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

2.4 AMENDMENTS

This agreement may be amended only by a written instrument, signed by both CLIENT and CONSULTANT, which expressly refers to this agreement.

2.5 DELAYS

The CLIENT agrees that the CONSULTANT is not responsible for damages arising directly or indirectly from any delays for causes beyond the CONSULTANT'S control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the CONSULTANT to perform its services in an orderly and efficient manner, the CONSULTANT shall be entitled to a reasonable adjustment in schedule and compensation.

2.6 INSURANCE

The CONSULTANT agrees to provide Professional Liability Insurance and General Liability Insurance during the scope of the services provided for this project and for a period of 3 years after the completion of services.

2.7 MERGER: WAIVER: SURVIVAL

Except as set forth in AMENDMENT above, this agreement constitutes the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations and/or agreements, written or oral. One or more waiver of any term, condition or other provision of this agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provisions. If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

2.8 TERMINATION

In the event of termination of this Agreement by either party, the CLIENT shall within 15 calendar days of termination pay the CONSULTANT for all services rendered and all reimbursable costs incurred by the CONSULTANT up to the date of termination, in accordance with the payment provisions of this Agreement.

The CLIENT may terminate this Agreement for the CLIENT'S convenience and without cause upon giving the CONSULTANT not less than seven calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven calendar days' written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project of the CONSULTANT'S services by the CLIENT for more than 90 calendar days, consecutive or in aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

2.9 CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the CLIENT nor the CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the CLIENT and the CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

2.10 THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other party or entity shall have any claim against the CONSULTANT because of this Agreement or the performance or

nonperformance of services hereunder. The CLIENT and CONSULTANT agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

ARTICLE 3. ALLOCATION OF RISK

3.1 STANDARD OF CARE

In providing services under this Agreement, the CONSULTANT shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The CONSULTANT makes no warranty, express or implied, as to its professional services rendered under this Agreement.

3.2 DISPUTE RESOLUTION

CONSULTANT and CLIENT agree to negotiate all disputes between them in good faith for a minimum of 30 days from the date of notice. Should such negotiations fail, the CONSULTANT and CLIENT agree that any dispute between their arising out of, or relating to, this Agreement shall be submitted to nonbinding mediation prior to exercising any other rights under law, unless the parties mutually agree otherwise.

3.3 ALLOCATION OF RISK

In recognition of the relative risks and benefits of the Project to both the CLIENT and the CONSULTANT, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the CONSULTANT and CONSULTANT's officers, directors, partners, employees, shareholders, and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of the CONSULTANT and CONSULTANT's officers, directors, partners, employees, shareholders, and subconsultants shall not exceed \$50,000, or the CONSULTANT's total fee for services rendered on this Project, whichever is less. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

*** END ***

PARKHILL, SMITH & COOPER, INC. (CONSULTANT)

City of Bethany

By *Zane Edwards*
Zane Edwards, P.E.
Director of Water Resources/Principal

Accepted By: _____

Title: Mayor

Date: July 10, 2024

Date: _____

ATTACHMENT A SCOPE OF SERVICES

PROJECT FUNDING APPLICATION AND CDBG GRANT ADMINISTRATION

Parkhill, Smith & Cooper, Inc. (PSC) will provide CDBG grant administration services for the Client. Services provided will include the following:

1. With the assistance of the Client, conduct Public Hearings and complete CDBG Grant Application. This includes, but is not limited to such things as preparing public notices and CDBG Grant Application documents, coordination with project engineer, etc. The Client is responsible for making sure notices are posted or published and preparing the official record of all hearings.
2. Prepare Environmental Review Record for all activities. Responsibilities include making a recommendation to the local governing body as to a finding of the level of impact, preparation of all required public notices and acquiring adequate documentation for the level of finding. The Environmental Review may include exempt activities, categorically excluded not subject to activities, categorically excluded subject to activities, or full assessment activities and will document compliance with NEPA laws and HUD requirements.
 - a. **NOTE:** If during the course of the environmental review the Fish and Wildlife agency should require a biological field survey or the Archaeological Survey agency requires an archeological field survey, or the US Corp require specialized environmental information such as a wetlands study, then those costs will be the responsibility of the Client and are not included in the Administrative Fee shown below. If an EIS, (Environmental Impact Statement) is required, the cost would be the responsibility of the Client.
3. Assist in the preparation of all Release of Funds documents as is required by the Oklahoma Department of Commerce/Division of Community Affairs and Development. Coordinate with the Client the Request for Payments to ensure consistency with the drawdown procedures established by ODOC/DCAD for the CDBG program. **PSC** is responsible for preparation of all drawdowns and monthly financial reports, however the Client is responsible for record keeping including financial ledgers of project expenditures.
4. Ensure that the community has an acceptable financial management system as it pertains to finances of the CDBG program. An acceptable system includes but is not limited to; cash receipts and disbursements journal, and general ledger, and should conform to generally accepted accounting principles. The Client is responsible for keeping the books on the project.
5. Establish project files in the principle offices of the Client. Files will demonstrate compliance with applicable State and Federal regulations. The community is responsible for keeping of the files. The Administrator will monitor and advise the Client.
6. Assist the Client in complying with regulations governing land acquisition, rights of ways, and donation of real property.
7. Assist with and monitor the bid documents and the bidding process to assure consistency with state and federal regulations.

8. Secure the Secretary of Labor's wage decision from the State and ensure inclusion in bid specifications.
9. Assist with preparation of construction contracts while complying with federal regulations and monitor contractor compliance with all applicable regulations.
10. Check weekly payrolls to ensure compliance with applicable wage rates.
11. See that on-site interviews are conducted and compare the results with the appropriate payrolls and wage rates.
12. Assist in the preparation of close-out documents to include Project Completion Report, Final Wage Compliance Report, Section 3 Summary, and Certificates of Completion.

City of Bethany General Fund
Statement of Revenues and Expense
July 2025

AGENDA: 08/20/2024
ITEM: 12 (A)

Revenues

	2024-2025	July	Year to Date	Year to Date	Budget
	Annual Budget	Revenue	Revenue	Percentage of Budget	Remaining
SALES TAX 82.5% DEDICATED	4,952,440.00	403,373.00	403,373.00	8.14%	4,549,067.00
USE TAX REVENUE	1,467,631.00	132,752.00	132,752.00	9.05%	1,334,879.00
HOTEL TAX REVENUE	57,113.00	5,238.00	5,238.00	9.17%	51,875.00
CABLE FRANCHISE TAX REVENUE	60,454.00	0.00	0.00	0.00%	60,454.00
PHONE FRANCHISE TAX REVENUE	77,083.00	2,098.00	2,098.00	2.72%	74,985.00
UTILITY FRANCHISE TAX REVENUE	883,630.00	49,766.00	49,766.00	5.63%	833,864.00
OCCUPATIONAL LICENSE REVENUE	50,345.00	11,030.00	11,030.00	21.91%	39,315.00
BUILDING PERMIT REVENUE	54,934.00	1,310.00	1,310.00	2.38%	53,624.00
INSPECTION PERMIT REVENUE	71,405.00	4,376.00	4,376.00	6.13%	67,029.00
ZONING PERMITS	1,050.00	0.00	0.00	0.00%	1,050.00
ANIMAL LICENSE REVENUE	1,000.00	0.00	0.00	0.00%	1,000.00
ABATEMENT REVENUE	8,000.00	203.00	203.00	0.00%	7,797.00
MOTOR FUEL TAX REVENUE	37,354.00	0.00	0.00	0.00%	37,354.00
COMMERCIAL VEH TAX REVENUE	131,772.00	493.00	493.00	0.37%	131,279.00
CIGARETTE TAX REVENUE	38,671.00	2,700.00	2,700.00	6.98%	35,971.00
ALCOHOL BEVERAGE TAX REVENUE	53,832.00	5,349.00	5,349.00	9.94%	48,483.00
ACCOUNTING SERVICE REVENUE	26,400.00	0.00	0.00	0.00%	26,400.00
EMERGENCY MEDICAL CALL SVC FEE	280,831.00	23,495.00	23,495.00	8.37%	257,336.00
STORMWATER COMPLIANCE FEE	324,218.00	27,137.00	27,137.00	8.37%	297,081.00
CEMETARY LOT SALES REVENUE	11,880.00	0.00	0.00	0.00%	11,880.00
MINERAL RIGHTS & ROYALTIES REV	11,086.00	870.00	870.00	7.85%	10,216.00
POLICE FINES & COURT COST REV	641,844.00	51,269.00	51,269.00	7.99%	590,575.00
INTEREST INCOME	29,472.00	1.00	1.00	0.00%	29,471.00
MISCELLANEOUS REVENUE	49,452.00	4,021.00	4,021.00	8.13%	45,431.00
REIMBURSEMENT REVENUE	26,119.00	0.00	0.00	0.00%	26,119.00
CREDIT CARD FEES	101,986.00	8,625.00	8,625.00	8.46%	93,361.00
GRANT REVENUE	121,434.00	0.00	0.00	0.00%	121,434.00
SALE OF ASSETS	0.00	0.00	0.00	0.00%	0.00
SETTLEMENT PROCEEDS	0.00	0.00	0.00	0.00%	0.00
ECONOMIC DEV PROMO & EVENT RE	288.00	0.00	0.00	0.00%	288.00
OMAG REFUNDS	56,946.00	0.00	0.00	0.00%	56,946.00
Total Revenues	9,628,670.00	734,106.00	734,106.00	7.62%	8,894,564.00
Transfers In	2,793,894.00	216,667.00	216,667.00	7.76%	2,577,227.00
Total Revenues and Transfers In	12,422,564.00	950,773.00	950,773.00	7.65%	11,471,791.00

Expenses

	2024-2025 Annual Budget	July Expenses	Year to Date Expenses	Year to Date Percentage of Budget	Budget Remaining
01.0-MANAGEMENT	990,500.00	83,759.00	83,759.00	8.46%	906,741.00
02.0-FINANCE	431,087.00	25,932.00	25,932.00	6.02%	405,155.00
03.0-MUNICIPAL COURT	616,560.00	36,241.00	36,241.00	5.88%	580,319.00
04.0-ENGINEERING	190,000.00	0.00	0.00	0.00%	190,000.00
05.0-POLICE	5,150,439.00	397,553.00	397,553.00	7.72%	4,752,886.00
06.0-FIRE	3,042,490.00	212,061.00	212,061.00	6.97%	2,830,429.00
07.0-COMMUNITY DEV	690,047.00	102,781.00	102,781.00	14.89%	587,266.00
08.1-PW ADMIN	172,822.00	12,193.00	12,193.00	7.06%	160,629.00
08.2-STREETS	809,362.00	42,286.00	42,286.00	5.22%	767,076.00
08.4-FLEET MAINT	109,159.00	10,365.00	10,365.00	9.50%	98,794.00
08.5-PARKS	578,434.00	33,379.00	33,379.00	5.77%	545,055.00
98.0-CONTINGENCY	470,000.00	0.00	0.00	0.00%	470,000.00
TOTAL EXPENDITURES	13,250,900.00	956,550.00	956,550.00	7.22%	12,294,350.00
Transfers Out	86,000.00	0.00	0.00	0.00%	0.00
Total Expenses and Transfers Out	13,336,900.00	956,550.00	956,550.00	7.17%	12,294,350.00
Revenues over (under) expenses	-914,336.00	-5,777.00	-5,777.00	0.63%	-822,559.00

Bethany Public Works Authority
Statement of Revenues and Expenses
July 2024

Revenues

	2024-2025 Annual Budget	July Revenue	Year to Date Revenue	Year to Date Percentage of Budget	Budget Remaining
RESIDENTIAL PENALTY REVENUE	180,000.00	15,542.00	15,542.00	8.63%	164,458.00
COMMERCIAL PENALTY REVENUE	41,660.00	3,445.00	3,445.00	8.27%	38,215.00
SOLID WASTE REVENUE	2,993,614.00	254,626.00	254,626.00	8.51%	2,738,988.00
WATER REVENUE	5,603,550.00	650,262.00	650,262.00	11.60%	4,953,288.00
WATER TAP REVENUE	25,000.00	0.00	0.00	0.00%	25,000.00
SEWER REVENUE	4,085,728.00	348,058.00	348,058.00	8.52%	3,737,670.00
SEWER TAP REVENUE	1,000.00	0.00	0.00	0.00%	1,000.00
INTEREST INCOME	296,945.00	11,243.00	11,243.00	3.79%	285,702.00
LEASE REVENUE	175,000.00	7,566.00	7,566.00	4.32%	167,434.00
SCRAP METAL REVENUE	0.00	0.00	0.00	0.00%	0.00
GRANT REVENUE	984,000.00	0.00	0.00	0.00%	984,000.00
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00%	0.00
*** TOTAL REVENUE ***	<u>14,386,497.00</u>	<u>1,290,742.00</u>	<u>1,290,742.00</u>	<u>8.97%</u>	<u>13,095,755.00</u>
Total Revenues and Transfers In	<u>14,386,497.00</u>	<u>1,290,742.00</u>	<u>1,290,742.00</u>	<u>8.97%</u>	<u>13,095,755.00</u>

Expenses

	2024-2025 Annual Budget	July Expenses	Year to Date Expenses	Year to Date Percentage of Budget	Budget Remaining
02.0-BPWA FINANCE	629,408.00	33,988.00	33,988.00	5.40%	595,420.00
08.1-BPWA ADMIN	188,833.00	12,833.00	12,833.00	6.80%	176,000.00
08.3-BPWA SANITATION	2,296,435.00	69,231.00	69,231.00	3.01%	2,227,204.00
08.4-BPWA FLEET MAINT	113,988.00	450.00	450.00	0.39%	113,538.00
12.0-BPWA WATER PLANT	2,066,485.00	100,810.00	100,810.00	4.88%	1,965,675.00
12.1-BPWA WATER LINE	1,969,203.00	29,072.00	29,072.00	1.48%	1,940,131.00
12.2-BPWA SEWER LINE	3,466,751.00	179,595.00	179,595.00	5.18%	3,287,156.00
97.0-DEBT SERVICE INTERST EXP	560,036.00	112,145.00	112,145.00	20.02%	447,891.00
98.0-CONTINGENCY	250,000.00	0.00	0.00	0.00%	250,000.00
99.0-TRANSFERS OUT	2,600,000.00	216,667.00	216,667.00	8.33%	2,383,333.00
Total Expenses and Transfers Out	<u>14,141,139.00</u>	<u>754,791.00</u>	<u>754,791.00</u>	<u>5.34%</u>	<u>13,386,348.00</u>
DEBT SERVICE PRINCIPAL	<u>1,250,157.00</u>	<u>80,000.00</u>	<u>80,000.00</u>	<u>6.40%</u>	<u>1,170,157.00</u>
Revenues over (under) Expenses/Debt Service	<u>-1,004,799.00</u>	<u>455,951.00</u>	<u>455,951.00</u>	<u>-45.38%</u>	<u>-1,460,750.00</u>

City of Bethany
Capital Improvement Fund
Statement of Revenue And Expense
July 2024

Revenues

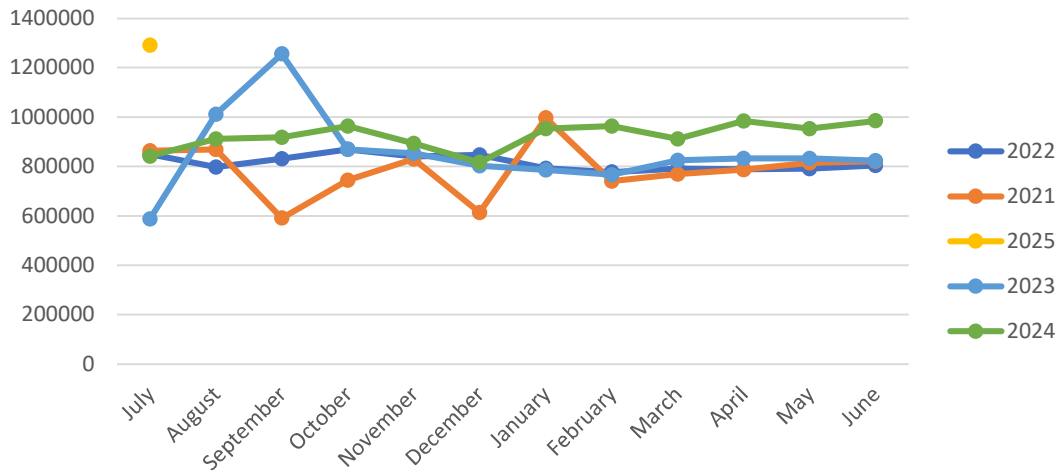
	2024-2025 Annual Budget	July Revenue	Year to Date Revenue	Year to Date Percentage of Budget	Budget Remaining
SALES TAX 17.5% DEDICATED	1,077,784.00	85,564.00	85,564.00	7.94%	992,220.00
INTEREST REVENUE	3,358.00	0.00	0.00	0.00%	3,358.00
TRANSFER FROM GF	0.00	0.00	0.00	0.00%	0.00
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00%	0.00
GRANT REVENUE	2,009,161.00	0.00	0.00	0.00%	2,009,161.00
Total Revenue	3,090,303.00	85,564.00	85,564.00	2.77%	3,004,739.00

Expenses

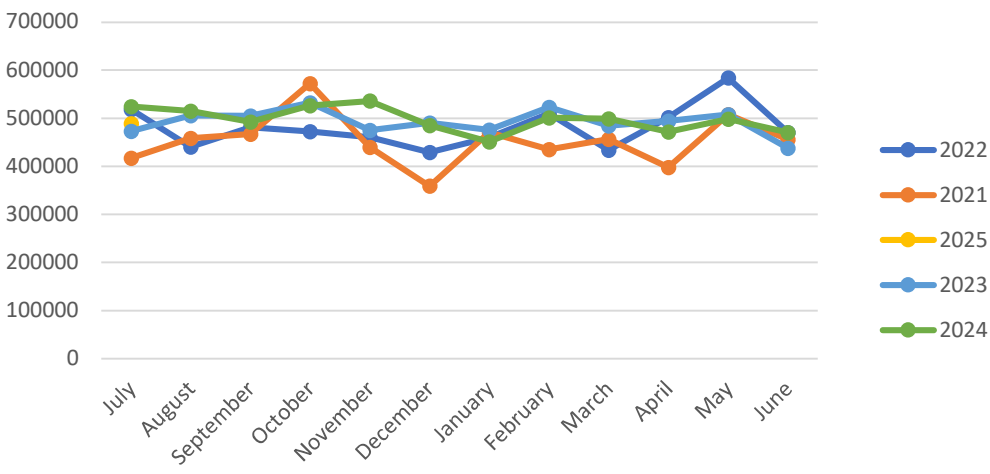
	2024-2025 Annual Budget	July Expenses	Year to Date Expenses	Year to Date Percentage of Budget	Budget Remaining
Capital Projects					
RIPPER PARK POOL	101,500.00	0.00	0.00	0.00%	101,500.00
CDBG GRANT MATCH	400,000.00	0.00	0.00	0.00%	400,000.00
31ST STREET LIFT STATION	79,061.00	0.00	0.00	0.00%	79,061.00
FIRE TRUCK LEASE PAYMENT	85,000.00	84,084.00	84,084.00	98.92%	916.00
CRRSAA ROCKWELL PROJECT	609,161.00	0.00	0.00	0.00%	609,161.00
CITY HALL HVAC REPLACEMENT	25,000.00	0.00	0.00	0.00%	25,000.00
RIPPER PARK IMPROVEMENTS	89,182.00	0.00	0.00	0.00%	89,182.00
PD FLOCK CAMERAS	30,000.00	0.00	0.00	0.00%	30,000.00
SEWER POP-OFF VALVE PROG.	50,000.00	0.00	0.00	0.00%	50,000.00
STREETS DUMP TRUCK	155,000.00	0.00	0.00	0.00%	155,000.00
STREETS SALT/SAND SPREADER	50,000.00	0.00	0.00	0.00%	50,000.00
FLEET PICKUP	35,000.00	0.00	0.00	0.00%	35,000.00
TAP SIDEWALK PROJECT	1,500,000.00	0.00	0.00	0.00%	1,500,000.00
PW ZTR MOWER	19,000.00	0.00	0.00	0.00%	19,000.00
PD HVAC	20,000.00	0.00	0.00	0.00%	20,000.00
STREETS SNOW PLOW	18,000.00	0.00	0.00	0.00%	18,000.00
TRAFFIC SIGNAGE	10,000.00	0.00	0.00	0.00%	10,000.00
STREETS OVERHEAD DOOR	6,000.00	0.00	0.00	0.00%	6,000.00
PARKS OVERHEAD DOOR	18,000.00	0.00	0.00	0.00%	18,000.00
Total Capital Projects	3,299,904.00	84,084.00	84,084.00	2.55%	3,215,820.00

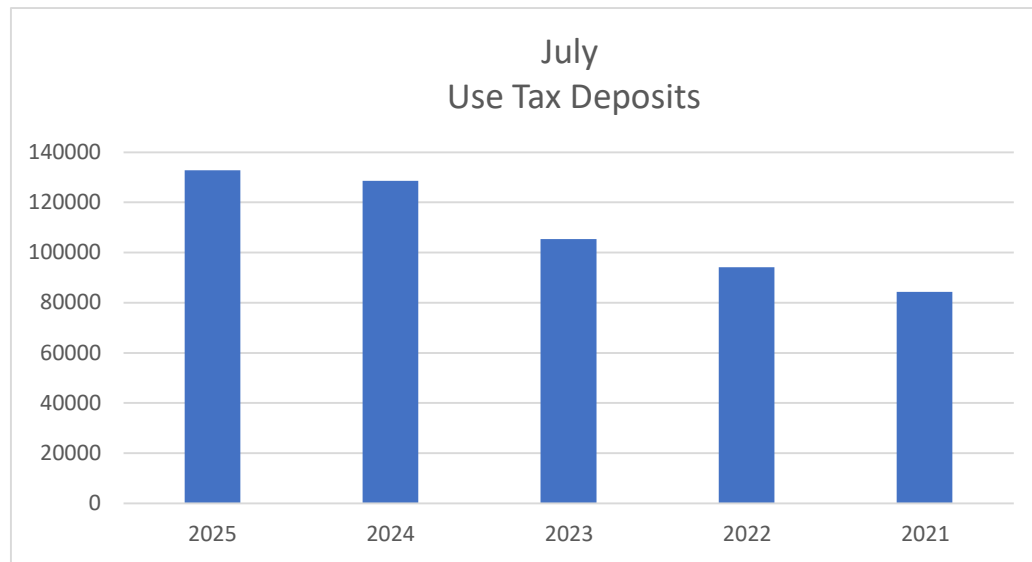
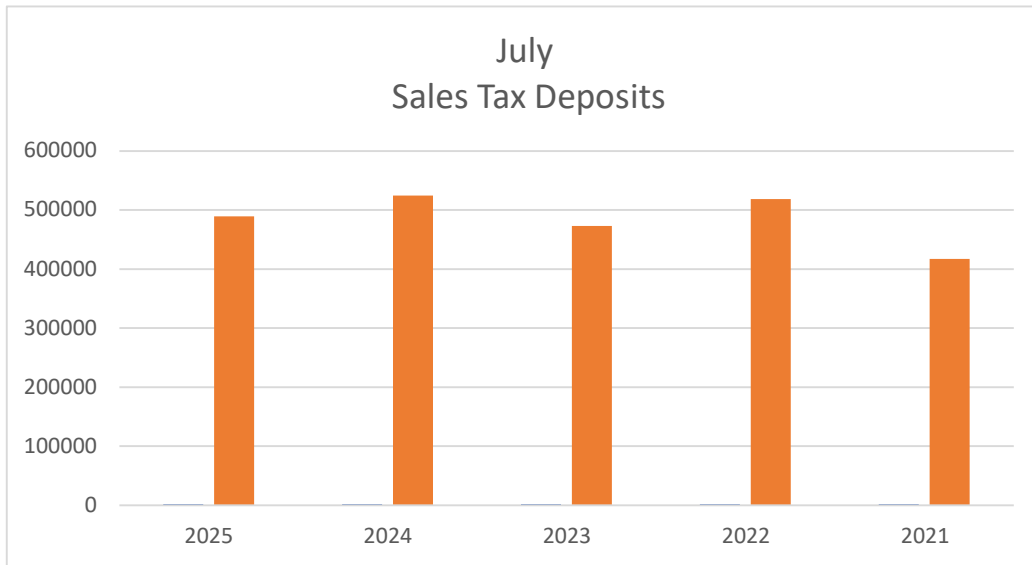
Revenues Over (under) Expenses	-209,601.00	1,480.00	1,480.00	-0.71%	-211,081.00
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Public Works Authority Monthly Income



Monthly Sales Tax Income





**Bethany/Warr Acres Public Works Authority
Financial Statement Summary
Year-To-Date for the Period Ending June 30, 2024**

	GENERAL FUND		8.33% OF BUDGET
	<u>BUDGET</u>	<u>ACTUAL</u>	
BEGINNING FUND BALANCE	\$673,521	\$673,521	
REVENUES	\$3,765,816	\$267,145	7.09%
EXPENDITURES	-\$3,765,816	-\$382,938	10.17%
REVENUES OVER (UNDER) EXPENDITURES	\$673,521	\$557,728	
TRANSFERS IN	\$0	\$0	
TRANSFERS OUT	\$0	\$0	
NET OTHER	\$0	\$0	
INCREASE (DECREASE) TO BEGINNING FUND BALANCE	\$0	-\$115,793	
ENDING FUND BALANCE (BEFORE BUDGETED RESERVE)	\$673,521	\$557,728	
BUDGETED RESERVE	\$0	\$0	
ENDING FUND BALANCE	\$673,521	\$557,728	
ENDING BALANCE AS A PERCENTAGE OF ANNUAL REVENUES	17.89%	14.81%	

Amount of budgetary fund balance carried over from the end of the prior year.

This % is a basic measure of where the fund should be year-to-date compared to budget.

Indicates the current budget, as adopted, plans on collecting this amount of revenues in excess of planned expenditures, thereby increasing the fund balance to an acceptable percentage by the end of the fiscal year.

This represents the amount by which fund revenues are more than expenditures prior to net transfers (subsidies) from other funds.

This indicates the fund has received revenues that are more or less than year-to-date expenditures by this amount. It is the year-to-date fund balance.

This amount is considered the fund's percentage of unappropriated (budget) and unexpended (actual) fund balance reserves.

This amount reflects the uncommitted fund balance at the end of the month. This amount should never go below \$0 per State law.

City of Bethany Investment Schedule 6-30-24

VERIFIED TO STATEMENT	BEGINNING BALANCE	YTD TOTAL EARNINGS	ACCOUNT TRANSACTIONS	9/30/2023 ENDING BALANCE
GENERAL FUND (010)				
First Bethany 601942	\$151,925.41	\$457.54		\$152,382.95
First Bethany 79092	\$1,016,888.61	\$38,431.25		\$1,055,319.86
JP Morgan Chase	\$415,911.10	\$40.87		\$415,951.97
Fidelity Investments	\$209,302.12	\$11,176.08		\$220,478.19
TOTAL GF	\$1,794,027.24	50,105.74		\$1,844,132.97
PUBLIC WORKS (056)				
JP MORGAN CHASE	\$486,868.17	\$47.85	\$0.00	\$486,916.02
First Bethany 20446	\$1,016,888.61	\$38,431.25		\$1,055,319.86
First Bethany 77057	\$1,016,888.61	\$38,431.25		\$1,055,319.86
First Bethany 81708	\$1,016,888.61	\$38,431.25		\$1,055,319.86
First Bethany 34584	\$1,016,888.61	\$38,431.25		\$1,055,319.86
First Bethany 08781	\$1,016,888.61	\$38,431.25		\$1,055,319.86
Fidelity Investments FIMM Funds	\$1,050,302.78	\$56,082.85		\$1,106,385.63
TOTAL PWA	\$6,621,614.00	\$248,286.94	\$0.00	\$6,869,900.95
BETHANY LIBRARY 2016 GO BOND (032)				
Sovereign Bank	\$245,160.02	\$9,733.89		\$254,893.91
Valliance Bank	\$244,876.64	\$9,943.55		\$254,820.19
Valliance Bank CDARS	\$18,027.72	\$713.53		\$18,741.25
TOTAL LIBRARY	\$508,064.38	\$20,390.97	\$0.00	\$528,455.35
CAPITAL IMPROVEMENT (031)				
Chase	\$227,378.75	\$22.35	\$0.00	\$227,401.10
First Bethany 601940	\$109,019.73	\$3,514.34		\$112,534.07
First Bethany 601956	\$145,614.54	\$4,201.45		\$149,815.99
TOTAL CIF	\$482,013.02	\$7,738.14	\$0.00	\$489,751.16
TRUST FUNDS				
071 METER Fund	\$252,848.63	\$24.85		\$252,873.47
039 CECIL M PARK FUND	\$4,376.00	\$0.43		\$4,376.43
TOTAL TRUST	\$257,224.62	\$25.28	\$0.00	\$257,249.90
HOSPITAL TRUST FUND (051)				
CHASE	\$8,908.41	\$0.88		\$8,909.29
AMEX CENTURION BANK	\$0.00	\$0.00	\$0.00	\$0.00
Intrafi Demand For Savings		\$12,316.47	2,000,000.00	\$2,012,316.47
First Bethany - 602006	\$211,829.86	\$2,092.94		\$213,922.80
Fidelity Investments FIMM Funds	\$315,553.14	\$16,849.54		\$332,402.68
TOTAL BHT	\$536,291.41	\$31,259.83	\$2,000,000.00	\$2,567,551.24
2022 GO BONDS 2022A (045)				
First Bethany 90081 & 98980	\$1,399,800.00	\$29,274.82	-\$702,723.51	\$726,351.31
IntraFi Demand for Savings	\$9,114,052.03	\$178,175.65	-\$5,199,400.00	\$4,092,827.68
Raymond James		\$194,711.94	\$4,199,400.00	\$4,394,111.94
TOTAL 045	\$10,513,852.03	\$402,162.41	-\$1,702,723.51	\$9,213,290.93
2022 GO BONDS 2022B (046)				
First Bethany 90081 & 98980	\$600,200.00	\$12,552.33	-\$301,310.65	\$311,441.68
IntraFi Demand for Savings	\$3,907,785.14	\$84,446.59	-\$1,800,600.00	\$2,191,631.73
Raymond James		\$83,487.71	\$1,800,600.00	\$1,884,087.71
TOTAL 046	\$4,507,985.14	\$180,486.63	-\$301,310.65	\$4,387,161.12
WATER SYSTEM IMPROVEMENT FUND (034)				
IntraFi Demand For Savings		\$56,366.20	3,000,000.00	\$3,056,366.20

NOTICE: On Thursday, August 1, 2024, at or before 4:59 p.m., agenda was posted at the front doors 13of 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, AUGUST 6, 2024

6:30 P.M.

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

Chairman Lloyd called the Bethany Public Works Authority meeting to order at 7:30 P.M.

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

- A. APPROVAL OF MINUTES FROM JULY 16, 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 Plank to approve the Consent Docket as presented. Yes votes: Plank, Powell, Palmer, Knapp, McPhail, Lloyd, Magirowsky, Larsen. No Votes:

None. Motion approved.

ITEM NO. 2 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF CHANGE ORDER NO. 1 TO THE CONTRACT WITH KRAPFF-REYNOLDS CONSTRUCTION CO. FOR WATER AND WASTEWATER REPAIR SERVICES IN THE AMOUNT OF \$44,100.00 AND AUTHORIZE THE MAYOR TO SIGN THE DOCUMENT ON BEHALF OF THE CITY OF BETHANY. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Council Member Larsen, seconded by Council Member Magirowsky to approve Change Order No. 1 to the contract with Krapff-Reynolds Construction Co. for Water and Wastewater Repair services in the amount of \$44,100.00 and authorize the mayor to sign the document on behalf of the City of Bethany. Yes votes: Magirowsky, McPhail, Plank, Larsen, Powell, Palmer, Lloyd, Knapp. No votes: None. Motion approved.

ITEM NO. 3 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF CHANGE ORDER NO. 1 WITH DIVERSIFIED CONSTRUCTION FOR THE ARPA WELL FIELD REHABILITATION AND IMPROVEMENTS PROJECT IN THE AMOUNT OF \$75,491.55 AND AUTHORIZE THE MAYOR TO SIGN THE DOCUMENT ON BEHALF OF THE CITY OF BETHANY. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Council Member Magirowsky, seconded by Council Member Larsen to approve Change Order No. 1 with Diversified Construction for the ARPA Well Field Rehabilitation and Improvements Project in the amount of \$75,491.55 and authorize the mayor to sign the document on behalf of the City of Bethany. Yes votes: Larsen, Powell, McPhail, Plank, Magirowsky, Palmer, Lloyd, Knapp. No votes: None. Motion approved.

ITEM NO. 4 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL AUTHORIZING PERMISSION TO ADVERTISE FOR BIDS FOR THE PENIEL AVENUE SANITARY SEWER LIFT STATION AND PIPE BURSTING IMPROVEMENTS FOR AMERICAN RESCUE PLAN ACT GRANT. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Council Member Magirowsky, seconded by Council Member Larsen permission to advertise for bids for the Peniel Avenue Sanitary Sewer Lift Station and Pipe Bursting Improvements for American Rescue Plan Act grant. Yes votes: Powell, Larsen, Magirowsky, Palmer, Knapp, Lloyd, Plank, McPhail. No votes: None. Motion approved.

ITEM NO. 5 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF AMENDMENT NO. 1 OF THE ENGINEERING CONTRACT BETWEEN THE CITY OF BETHANY AND TEIM DESIGN FOR CONSTRUCTION INSPECTION SERVICES FOR THE AMERICAN RESCUE PLAN ACT GRANT FOR PENIEL WASTEWATER IMPROVEMENTS PROJECT AND AUTHORIZE THE MAYOR TO SIGN THE DOCUMENT ON BEHALF OF THE CITY OF BETHANY. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Council Member Larsen, seconded by Council Member Magirowsky to approve Amendment No. 1 of the engineering contract between the City of Bethany and Teim Design for construction inspection services for the American Rescue Plan Act Grant for Peniel Wastewater Improvements Project and authorize the mayor to sign the document on behalf of the City of Bethany. Yes votes: Knapp, Larsen, Palmer, Powell, Plank, McPhail, Magirowsky, Lloyd. No votes: None. Motion approved.

ITEM NO. 6 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. 7 on the agenda was **ADJOURN UNTIL AUGUST 20, 2024.**

Chairman Lloyd adjourned the Bethany Public Works Authority meeting at 7:32 P.M. until August 20, 2024.

CHAIRMAN

SECRETARY

BETHANY PUBLIC WORKS AUTHORITY

From: Michael Vaughn, Finance Director
Date: August 15, 2024
Subject: Claims list for the 08/20/2024 Bethany Public Works Authority Meeting

BETHANY PUBLIC WORKS AUTHORITY

FUND	AMOUNT
Bethany Public Works Authority	\$ 552,744.44
TOTAL	\$ 552,744.44

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 286,444.25
Bethany Public Works Authority	\$ 552,744.44
Bethany Hospital Trust	\$ 5,749.75
Bethany Development Authority	\$ -
TOTAL	\$ 844,938.44

RECOMMENDATION

1. Approve claims as presented.



P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A		NON-DEPARTMENTAL				
25-51512	10-3436	BANCFIRST	2013 REV. NOTE	8/2024	SEPT 2024	80,000.00
25-51465	10-3788	OKLAHOMA WATER RESOURCES	BOLOAN ORF-05-0011-CW SEWER	8/2024	ORF-05-0011-CW	148,207.92
DEPARTMENT TOTAL:						228,207.92
DEPARTMENT: 02.0		FINANCE				
25-51540	10-005321	AMAZON CAPITAL SERVICES,	INMETER READER/CUS SERVICE	8/2024	6273805	43.07
25-51290	10-005702	TPS TECHNICAL PROGRAMMING	WATER BILL PRINTING SVC	8/2024	118433	3,678.36
25-51289	10-1749	RK BLACK INC.	PRINTER CS	8/2024	1161704	21.83
25-51495	10-1749	RK BLACK INC.	SHARP COLOR TONER	8/2024	1161867	375.90
DEPARTMENT TOTAL:						4,119.16
DEPARTMENT: 08.1		PUBLIC WORKS - ADMIN				
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES, INTERNET	8/2024	20240731	453.64
25-51511	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY INSURANCE 1 QTR	8/2024	20240901	53.75
25-51061	10-3042	ACCURATE ENVIRONMENTAL	VOC&BACTQDEQREQTESTING	8/2024	GG26014	736.00
25-51476	10-3331	RUCKER MECHANICAL	FUME OROR IN PW OFFICE	8/2024	98126	155.00
DEPARTMENT TOTAL:						1,398.39
DEPARTMENT: 08.3		PUBLIC WORKS - SANIT				
25-51335	10-004919	ARROW WRECKER SERVICE	TOW UNIT #98 TO PREMIER	8/2024	703834	400.00
25-51203	10-005350	FORCE PERSONNEL	TEMP HELP	8/2024	79138	893.55
25-51412	10-006081	CH&W COMMERCIAL TIRE, LLC	7STEERTIRESFORSANITATION	8/2024	3-GS63978	3,503.68
25-51421	10-006081	CH&W COMMERCIAL TIRE, LLC	60 SANITATION RECAPS	8/2024	3-GS63954	1,600.00
25-51070	10-0202	WASTE CONNECTIONS, INC	1ST QUARTER ROLLOFFS FEES	8/2024	3292528V013	6,796.40
25-51401	10-0225	GENUINE PARTS	FILTERS & SPRINGCOLUM	8/2024	7092-066408	53.06
25-51263	10-0812	J & R EQUIPMENT LLC	DX&POSSIBLEUNIT#95	8/2024	01W5931	1,962.05
25-51379	10-0812	J & R EQUIPMENT LLC	REPAIRBACKUPCAMERA#92	8/2024	01W5960	1,505.66
25-51511	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY INSURANCE 1 QTR	8/2024	20240901	111.00
25-51361	10-1551	UNITED ENGINES, LLC	VSS SENSOR FOR UNIT #95	8/2024	2276836	171.53
25-51336	10-3081	PREMIER TRUCK/ATC FREIGHTL	IREPAIR UNIT #95	8/2024	13140120	582.38
25-51440	10-3081	PREMIER TRUCK/ATC FREIGHTL	IDX&POSSIBLEREPAIRUNIT#95	8/2024	13344120	552.66
25-51069	10-4012	WASTE CONNECTIONS, INC	1ST QUARTER LANDFILL FEES	8/2024	31376E012	26,370.64
25-51071	10-4208	OKLAHOMA CITY TREASURY	1ST QUARTER HAZARDOUS FEE	8/2024	100724	1,145.50
25-51458	10-4352	MCBRIDE CLINIC	DRUG SCREEN	8/2024	20240801	32.00
DEPARTMENT TOTAL:						45,680.11

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08.4 PUBLIC WORKS - MAINT						
25-51354	10-005321	AMAZON CAPITAL SERVICES,	INHARD HATS,LINERS,MATCLAMP	8/2024	6009009	12.59
25-51340	10-006194	THE COATS COMPANY LLC	TIRE BALANCER & CHANGER	8/2024	454485	759.78
25-51511	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY INSURANCE 1 QTR	8/2024	20240901	128.88
25-51434	10-3749	GLOBAL INDUSTRIAL	ASST SIZES OF SPILL CONT.	8/2024	122217335	593.22
DEPARTMENT TOTAL:						1,494.47
DEPARTMENT: 12.0 UTILITY - WATER PLANT						
25-51435	10-004725	RUCKER ELECTRIC INCORPORATE	BOOSTER	8/2024	14144	735.62
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES,INTERNET	8/2024	20240731	667.50
25-51338	10-005321	AMAZON CAPITAL SERVICES,	INPUMP, PORTABLE GENERATOR	8/2024	6010612	758.98
25-51354	10-005321	AMAZON CAPITAL SERVICES,	INHARD HATS,LINERS,MATCLAMP	8/2024	7233058	128.87
25-51416	10-005321	AMAZON CAPITAL SERVICES,	INN95MASK,GLOVES,TIRES	8/2024	7165032	144.83
25-51430	10-005321	AMAZON CAPITAL SERVICES,	INSTEEL TOE BOOTS	8/2024	4682600	79.99
25-51508	10-005321	AMAZON CAPITAL SERVICES,	INSHARPIES,PHONECORD,PTOWEL	8/2024	4109853	606.83
25-51516	10-005321	AMAZON CAPITAL SERVICES,	INEIGHT LOCKERS FOR WTP	8/2024	6042651	652.72
25-51518	10-005321	AMAZON CAPITAL SERVICES,	INTIMERSFORIRRIGATION38TH	8/2024	7034650	153.00
25-51441	10-005707	INDUSTRIAL WELDING & TOOL	S10 TONS OF CO2	8/2024	38736114	5,025.00
25-51064	10-0091	BRENNTAG SOUTHWEST INC	TWO TOTES OF AQUA AMMONIA	8/2024	BSW565103	2,023.85
25-51254	10-0091	BRENNTAG SOUTHWEST INC	4200 GALS OF BLEACH	8/2024	BSW564483	8,302.77
25-51261	10-0091	BRENNTAG SOUTHWEST INC	2 TOTES OF ALUM SULF	8/2024	BSW566565	2,772.09
25-51384	10-0635	GRAINGER INC	PUMP	8/2024	9202281433	587.04
25-51511	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY INSURANCE 1 QTR	8/2024	20240901	8,884.50
25-51517	10-1288	ROSE STATE COLLEGE	OPERATOR LAB C CLASS	8/2024	1005468	448.00
25-51496	10-1402	PHILLIP STINCHCOMB LIVING	TWATER LEASE	8/2024	JULY LEASE	1,769.90
25-51438	10-1622	WESTLAKE ACE HARDWARE	MOUSE TRAPS	8/2024	3504329	9.58
25-51470	10-1622	WESTLAKE ACE HARDWARE	CABLEPULLER,TIEDOWN,GASCA	8/2024	3504336	102.97
25-51481	10-1622	WESTLAKE ACE HARDWARE	CLASP&WADEPOOLFORACID	8/2024	3504339	45.97
25-51304	10-2143	WARREN CAT	PM 1 SERVICE ON GENERATOR	8/2024	180039191	477.58
25-51463	10-2660	ODEQ WATER QUALITY DIV	ANNUAL PUBLIC WATER SUPPL	8/2024	24061480069	8,906.19
25-51452	10-3042	ACCURATE ENVIRONMENTAL	ODEQREQTESTINGFORAUG	8/2024	GH06053	300.00
25-51109	10-3331	RUCKER MECHANICAL	HVAC WATER PLANT LAB	8/2024	97932	19,508.27
25-51294	10-3919	MISSISSIPPI LIME	25 TONS OF LIME	8/2024	1740515	9,859.50
25-51420	10-4343	ULINE, INC.	55 GAL POLYDOLLY	8/2024	19038658	848.70
DEPARTMENT TOTAL:						73,800.25

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 12.1 UTILITY - WATER LINE						
25-51509	10-004654	OKLAHOMA TURNPIKE AUTHORITY	LATE FEES FOR TOLLS	8/2024	24252275	2.50
25-51354	10-005321	AMAZON CAPITAL SERVICES, IN	HARD HATS, LINERS, MATCLAMP	8/2024	6009009	128.86
25-51415	10-005321	AMAZON CAPITAL SERVICES, IN	HOSE FOR PUMPS	8/2024	2201857	414.74
25-51401	10-0225	GENUINE PARTS	FILTERS & SPRINGCOLUM	8/2024	7092-066408	43.95
25-51468	10-0225	GENUINE PARTS	BATTERYGENERATORUTILITI E	8/2024	066836/066837	22.12
25-51234	10-0289	CENTRAL NEW HOLLAND, INC.	REPAIR UNIT #49	8/2024	R066209-02	1,989.90
25-51511	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY INSURANCE 1 QTR	8/2024	20240901	111.50
25-51498	10-1288	ROSE STATE COLLEGE	D WATER LICENSE	8/2024	1005459	243.00
25-51341	10-1622	WESTLAKE ACE HARDWARE	PIPE CUTTER	8/2024	3504316	60.98
25-51191	10-2123	HOME DEPOT CREDIT SVCS	SAW BLADES	8/2024	3909 00097 13819	179.94
25-51353	10-2123	HOME DEPOT CREDIT SVCS	STEEL SHOVELS/CUTTERS	8/2024	3909 00097 13801	179.86
25-51461	10-2557	CORE & MAIN LP	LOCKS, KEYS, CURBSTOPS	8/2024	v179314*	52.20
25-51439	10-2660	ODEQ WATER QUALITY DIV	ODEQ TEMP	8/2024	TOC 4508525	62.00
DEPARTMENT TOTAL:						3,491.55
DEPARTMENT: 12.2 UTILITY - SEWER						
25-51509	10-004654	OKLAHOMA TURNPIKE AUTHORITY	LATE FEES FOR TOLLS	8/2024	24252275	2.50
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES, INTERNET	8/2024	20240731	280.98
25-51468	10-0225	GENUINE PARTS	BATTERYGENERATORUTILITI E	8/2024	066836/066837	22.11
25-51234	10-0289	CENTRAL NEW HOLLAND, INC.	REPAIR UNIT #49	8/2024	R066209-02	1,989.90
25-51511	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY INSURANCE 1 QTR	8/2024	20240901	786.75
25-51470	10-1622	WESTLAKE ACE HARDWARE	CABLEPULLER, TIEDOWN, GASCA	8/2024	3504337	56.97
25-51501	10-1622	WESTLAKE ACE HARDWARE	TOOLS	8/2024	3504342	421.81
25-51333	10-1785	BETHANY-WARR ACRES PWA	SEWER PROCESSING	8/2024	JULY 2024**	164,473.55
25-51439	10-2660	ODEQ WATER QUALITY DIV	ODEQ TEMP	8/2024	TOC 4508525	62.00
25-51506	10-3226	INTERSTATE BILLING SERVICE,	UNIT 48 CRANE	8/2024	3038373016	195.90
DEPARTMENT TOTAL:						168,292.47
DEPARTMENT: 97.0 DEBT SERVICE						
25-51512	10-3436	BANCFIRST	2013 REV. NOTE	8/2024	SEPT 2024	6,962.00
25-51465	10-3788	OKLAHOMA WATER RESOURCES	BOLOAN ORF-05-0011-CW SEWER	8/2024	ORF-05-0011-CW	19,298.12
DEPARTMENT TOTAL:						26,260.12
FUND TOTAL:						552,744.44

Agenda: 08/20/2024

Item: 2 and 3

BETHANY PUBLIC WORKS AUTHORITY

From: Phil Stowell, Public Works Director
Date: August 15, 2024
Subject: Request approval to purchase one new Freightliner M2-106 Plus Chassis from Premier Truck Group, State Contract SW035T pricing of \$145,000.00; and

Request approval to purchase one new Automizer TTD Side Loader Compactor from J&R Equipment, State Contract SW197 pricing of \$212,315.00.

BACKGROUND

A new sanitation truck was approved in the FY 2025 budget. A sanitation truck is basically comprised of two main units: the truck (chassis) and the compactor (packer).

Staff requests the purchase of the chassis off the State Contract from Premier Truck Group at a price of \$145,000.00.

Staff requests the purchase of the compactor off the State Contract from J&R Equipment at a price of \$212,315.00.

Total for chassis and compactor combined is \$357,315.00.

RECOMMENDATION

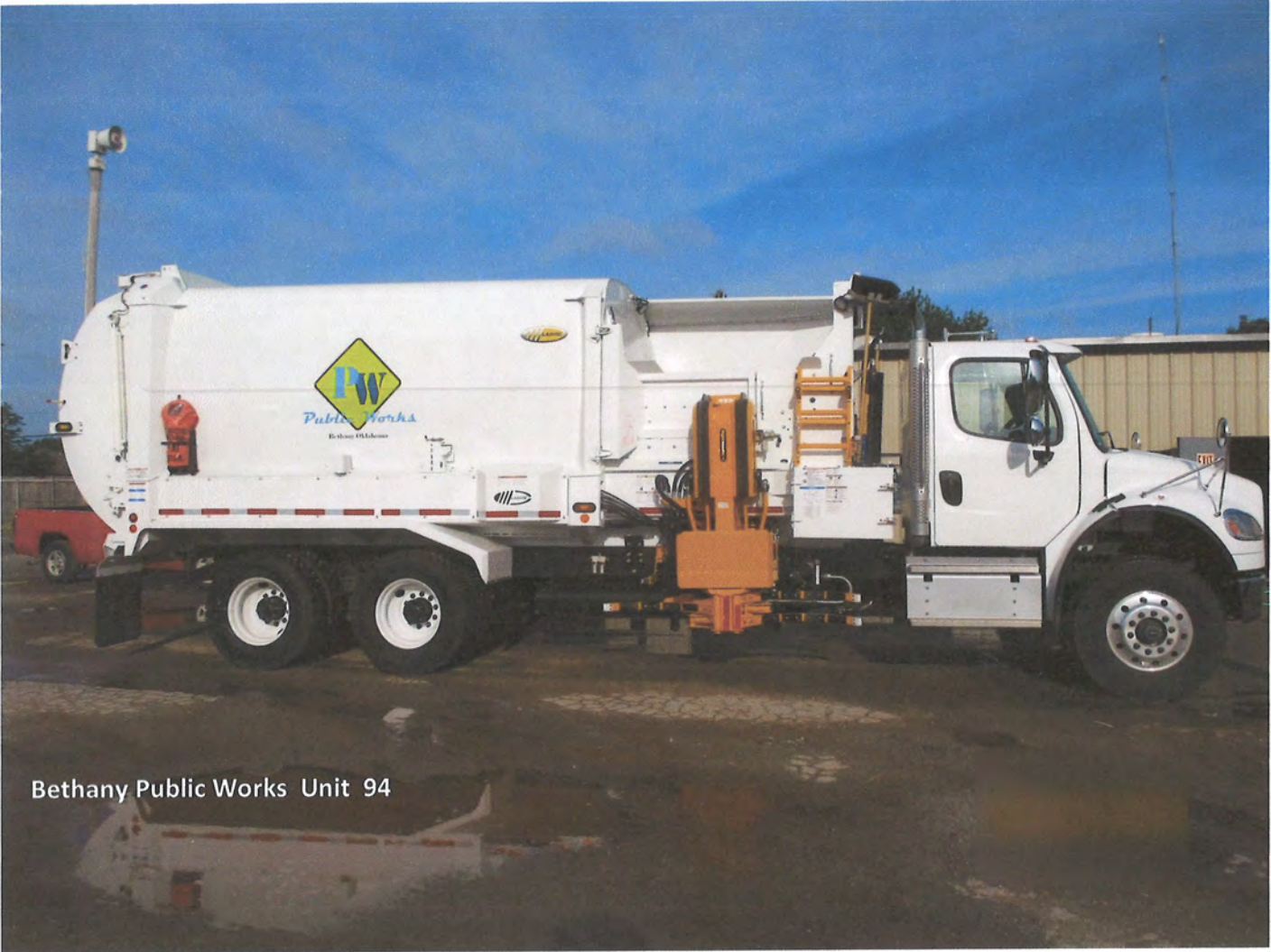
1. Approval to purchase one new Freightliner M2-106 Plus Chassis from Premier Truck Group, State Contract SW035T pricing of \$145,000.00.
2. Approval to purchase one new Automizer TTD Side Loader Compactor from J&R Equipment, State Contract SW197 pricing of \$212,315.00.



ADDITIONAL COMMENTS

The amount of \$412,500.00 was budgeted for a Chassis/Packer under BPWA Sanitation. These purchases are under the budgeted amount. See attached for price comparisons.

Photo of Bethany Sanitation Truck 2023 model. 2025 model will look very similar. Truck Chassis on 2025 is said to have received wiring location upgrades and minor cab interior changes.



Bethany Public Works Unit 94

Comparative Pricing

trashtrucks.com/category/Garbage-Trucks/Side-Loaders/listings/28447/2025-Battle-Motors-LET2-31-Yard-Pac-Tech-Bandit-Side-Loader-Garbage-Truck

TRASH TRUCKS ONLINE MARKETPLACE DEALERS RESOURCES

Garbage Trucks Side Loaders

2025 Battle Motors LET2 - 31 Yard Pac Tech Bandit Side Loader Garbage Truck

\$379,900

RDK Assets, Inc.
Tampa, FL

RDK Truck Sales
866-829-1042


MESSAGE SELLER

Member since Dec 2012
View Dealer's Inventory
Visit Seller's Website

The Right Part, At The Right Price, Right Now.
Refuse Supply

YEAR: 2025
TRUCK MAKE: Battle Motors
BODY MAKE: Pac-Tech
SIZE / CAPACITY: 31
STATE: FL
VIN OR STOCK #: 109193

Ad Number: 28447
Number of Views: 97
Last Updated: Aug 9, 2024



trashtrucks.com/category/Garbage-Trucks/Side-Loaders/listings/28415/2025-Kenworth-L770-31-yard-Pac-Tech-Side-Loader-garbage-Truck

TRASH TRUCKS ONLINE MARKETPLACE DEALERS RESOURCES

Garbage Trucks Side Loaders

2025 Kenworth L770 - 31 yard Pac Tech Side Loader garbage Truck

\$405,900

RDK Assets, Inc.
Tampa, FL

RDK Truck Sales
866-829-1042


MESSAGE SELLER

Member since Dec 2012
View Dealer's Inventory
Visit Seller's Website

The Right Part, At The Right Price, Right Now.
Refuse Supply

YEAR: 2025
TRUCK MAKE: Kenworth
BODY MAKE: Pac-Tech
SIZE / CAPACITY: 31
STATE: FL
VIN OR STOCK #: 25KW5L-MR

Ad Number: 28415
Number of Views: 75
Last Updated: Aug 5, 2024



Coming Soon

RDK TRUCK SALES

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: CITY OF EDMOND PO BOX 2970 EDMOND, OK 73083	Ship-To: CITY OF EDMOND PO BOX 2970 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

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](#)



QUOTE FORM		
Quote # / Rev. #	Reference #	Quoted Date
5344 / 0		2024-07-19
Price List / Currency	Last Revision Date	Quote Valid Until
2025-A / USD	2024-07-19	2024-10-02
Regional Sales Manager	Customer Service Rep.	Product Specialist
Steve DeGeorge	Tracie Mauthe	Francois Leblond
Opportunity Type	Carrier	Departure Region
Standard	Customer Pickup	San Luis, AZ, US

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 dba J&R Environmental Trucks Oklahoma City, OK 73128 United States Email : Phone :	CITY OF BETHANY 5300 N. CENTRAL RD BETHANY, OK 73008 United States Email : Phone : 405-789-6289

CHASSIS INFORMATION	
Chassis Provided By : Supplied by Customer Chassis Manufacturer : Freightliner Chassis Model : M2 106 Plus Cab Style : Conventional Cab Drivetrain : 6X4 Auxiliary Axle : Without Auxiliary Axle CNG System Upon Arrival : Without Driving Configuration at Delivery : Sit-Down from Company on Curbside Only Chassis Delivery Address : USA: 1198 Shattuck Industrial Blvd., Lafayette, GA 30728	Engine Make : Cummins Engine Model : L9 Engine Power : 360 HP Engine Torque : 1150 LB-FT @ 1200 RPM Transmission Make : Allison Transmission Model : RDS 3000 Series WTEC 4 & 5 Transmission Type : Automatic Transmission

COLOR INFORMATION	
Cab Color : White from Factory Body Color : White Chassis Color : Black from Factory Paint Scheme Number : Without	Cab Color Code : L0006 Body Color Code : N0006 Chassis Color Code : Color Code NOT Required Match Cab : Yes

CARTS INFORMATION	
Cart Make : Without or NOT Required Cart Capacity : Without or NOT Required	Cart Type : Without or NOT Required

BODY CONFIGURATION	
Body Model : AUTOMIZER TTD Arm Model : Single Right-Hand (Curb) Body Type : Standard Body Division : Without Divison	Total Capacity : 31yd ³ (27+4) Body Capacity : 27yd ³ Tailgate Capacity : 4yd ³

BASE PRICE	162,700.00\$
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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"	3,980.00 \$
4	Lifting	EAOA-STD01 Arm out alarm at 6 km/h - 4 mph	0.00 \$
5	Lifting	AGSS-0000 Spill shield on Gripper	480.00 \$

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Price List / Currency	Last Revision Date	Quote Valid Until
2025-A / USD	2024-07-19	2024-10-02
Regional Sales Manager	Customer Service Rep.	Product Specialist
Steve DeGeorge	Tracie Mauthe	Francois Leblond
Opportunity Type	Carrier	Departure Region
Standard	Customer Pickup	San Luis, AZ, US

#	Category	Option Description	Price
6	Hopper Area	BCPH-0000 Crusher Panel (1)	4,730.00 \$
7	Hopper Area	QUSS-0000 Crusher Panel Full Width	0.00 \$
8	Hopper Area	HAPT-STD01 RAM Type Packer Panel	0.00 \$

#	Category	Option Description	Price
9	Consoles & Controls	AAAC-0050 Auxiliary Arm Controls Inside Cab on Curbside	1,220.00 \$
10	Consoles & Controls	AAJC-STD01 Single Arm Joystick NON-Moveable	0.00 \$
11	Consoles & Controls	ATJC-5709 Grabber Functions Inverted on Joystick (Left Button to Open / Right Button to Close)	340.00 \$

#	Category	Option Description	Price
12	Hydraulic	HPSO-0000 Automatic Pump shutoff at 50 km/h- 32 mph	370.00 \$
13	Hydraulic	HCON-STD01 JIC	0.00 \$
14	Hydraulic	HHOC-INC01 Hydraulic Oil Cooler	0.00 \$
15	Hydraulic	HPTO-0040 PTO Chlesea 870 Hot Shift for Remote Pump	3,560.00 \$
16	Hydraulic	CCPM-INC01 Dual Pump Denison T6DC Work-at-Idle (Remote)	0.00 \$
17	Hydraulic	CHFT-STD02 Hydraulic Tank Mounted on Chassis	0.00 \$
18	Hydraulic	EBCV-STD01 Pneumatic Over Hydraulic Body Main Valve	0.00 \$

#	Category	Option Description	Price
19	Accessories	BCOT-0000 Broom and Shovel Front of Hopper on Curbside & Hoe Front of Hopper on Streetside	470.00 \$
20	Accessories	BFEX-0010 Fire Extinguisher 20 lbs (1) on Rubrail Curbside (Rear) Vertical	460.00 \$
21	Accessories	BBTS-STD01 Standard Tailgate Seal	0.00 \$

#	Category	Option Description	Price
22	Lighting	LBLP-0010 High Visibility Lighting Package	5,440.00 \$
23	Lighting	LLPA-INC01 Additional Lights on Tailgate: 2/3 Lightbar + Central Brake Light + Yellow Turn Signals (4) + Side Marker (2)	0.00 \$
24	Lighting	LLTD-INC01 Light Bar on Tailgate 1/2 - Whelen 500, (5 or 6) Facing Rear, (2) Facing Sides (N/A on RL)	0.00 \$
25	Lighting	LBLR-INC01 Backup Lights on Rubrails Mid-Body with Covers - LED (2)	0.00 \$
26	Lighting	LBLT-INC01 Backup Lights on Tailgate, Over Bar 1/2 Centered - LED (2)	0.00 \$
27	Lighting	LWLK-INC01 Work Light Package - LED (2)	0.00 \$
28	Lighting	WL01-INC01 Hopper Streetside (1)	0.00 \$
29	Lighting	WL04-INC01 Rail Curbside (4)	0.00 \$

#	Category	Option Description	Price
30	Electronic	CCCC-0103 3X EnviroLink Camera(s) - 3X Standard Position(s) With Heater/Without Shutter	4,020.00 \$
31	Electronic	CL01-0000 Tailgate Center 2/3 (1) - Pointing Back	0.00 \$
32	Electronic	CL04-0000 Hopper Streetside (4) - Pointing Curbside	0.00 \$
33	Electronic	CL15-0000 Mirror Streetside (15) - Pointing Back	0.00 \$
34	Electronic	CCCM-0102 EnviroLink 9" Color Monitor (4 Channels)	370.00 \$
35	Electronic	CCML-INC01 On Ceiling, Centered, Near the Windshield (If Possible)	0.00 \$
36	Electronic	CCMM-STD01 Monitor Mounting Brackets for Labrie Standard Installation	0.00 \$
37	Electronic	AGCD-0000 Cart/Container Counting Device on Arm(s)	350.00 \$
38	Electronic	EGSE-0010 Backup Proximity Detection Device - 3rd Eye Radar	2,980.00 \$

QUOTE FORM		
Quote # / Rev. #	Reference #	Quoted Date
5344 / 0		2024-07-19
Price List / Currency	Last Revision Date	Quote Valid Until
2025-A / USD	2024-07-19	2024-10-02
Regional Sales Manager	Customer Service Rep.	Product Specialist
Steve DeGeorge	Tracie Mauthe	Francois Leblond
Opportunity Type	Carrier	Departure Region
Standard	Customer Pickup	San Luis, AZ, US

#	Category	Option	Description	Price
39	Electrical	ESYV-STD01	12V Body Electrical System	0.00 \$
#	Category	Option	Description	Price
40	Service & Maintenance	BRLS-0000	Centralized Grease Point for Follower Panel Rollers	1,060.00 \$
41	Service & Maintenance	BALS-0010	Ground Level Grease Points for Tailgate (Centralized) & Hopper Door(s)	1,440.00 \$
#	Category	Option	Description	Price
42	Structure, Liners & Materials	BHWS-0000	Hopper Floor Liner 1/4" - Hardox 450	1,320.00 \$
43	Structure, Liners & Materials	BHSL-0000	Hopper Side Wall Liners 4mm (0.160") - Hardox 450	980.00 \$
44	Structure, Liners & Materials	BHUL-7045	Hopper Side Wall Liner Streetside (Upper Section) 3/8" - Plastic	1,170.00 \$
#	Category	Option	Description	Price
45	Unit Appearance	PCBP-STD01	Urethane Body Paint	0.00 \$
46	Unit Appearance	UAPP-STD01	One (1) Coat of Urethane Primer	0.00 \$
47	Unit Appearance	PCCP-STD01	Paint Chassis Components same Color as Chassis	0.00 \$
48	Unit Appearance	PSSS-0010	CAUTION VEHICLE STOPS [...] FREQUENTLY, 74-1/2" x 23-1/2" (Black on Yellow)	330.00 \$
49	Unit Appearance	BASA-STD01	Rubber Mud Guards - Rear of Rear Axle	0.00 \$
50	Unit Appearance	BASN-STD01	Mud Guards with Labrie Logo	0.00 \$
51	Unit Appearance	BODL-STD01	Informative Decals English	0.00 \$
#	Category	Option	Description	Price
52	Chassis	CFTD-STD01	Diesel Tank from Company or CNG/Electric	0.00 \$
#	Category	Option	Description	Price
53	Warranty & PDI	BEWA-0101	PLAN A1 - Add 1 year to "Standard Warranty" for a total of 2 years (incl. hyd cooler) (PARTS AND LABOR)	0.00 \$
SUBTOTAL OPTIONS :				35,070.00\$
NON-STANDARD OPTIONS				
SUBTOTAL NON-STANDARD OPTIONS :				0.00\$
COMMENTS				
INCLUDED in price (See Extended Warranty): BEWA-0101 - PLAN A1 - Add 1 year on body & hydraulics for a total of 2 years (incl. hyd cooler) (PARTS AND LABOR):				



Proposal for City of Bethany

Company Name: Penske Commercial Vehicles, US, LLC / ATC Freightliner Group LLC,
dba: Premier Truck Group

State Contract: SW035T

Bidder Information: Premier Truck Group / FEI: # 46-2758677

Contact Person: Jane Kirton, Account Manager @ 405-945-3577

Physical Address: 5301 I-40 West Oklahoma City, OK 73128

Mailing Address: PO Box 272430 Oklahoma City, OK 73137

See attached specs dated: July 17, 2024

Page: 2
City of Bethany

2025 Freightliner M2-106

*5 Years of Towing for warrantable failures
5 Years or 150,000 Cummins Engine
5 Years or 150,000 Cummins Aftertreatment
5 Years unlimited miles Allison Transmission*

Total Chassis Price \$ 145,000.00

Customer pays for the Chassis when it arrives at Labrie.



Jane Kirton

Premier Truck Group Oklahoma City

405-973-8792

jkirton@premiertruck.com



Fontaine Modification Company
 8810 Old Dowd Rd
 Charlotte, NC 28214
 Toll Free: 1-800-FONTAINE
www.fontainemod.com

Fontaine Mod Locations
 Charlotte, NC
 Statesville, NC
 Laredo, TX
 Dublin, VA
 Chillicothe, OH
 Garland, TX
 Mineral Wells, WV
 Springfield, OH
 Detroit, MI

Freightliner
 Freightliner
 Freightliner \ Int'l
 Volvo \ Mack
 Kenworth
 Peterbilt
 Hino \ Isuzu
 GM \ Int'l
 Ford

Our Quotation #
 074136

Date Printed:
 7/16/2024 8:29:26 AM

Orig. Quote Date:
 7/16/2024

Quotation Valid Thru:
 8/16/2024

Terms:
 .5% 10 NET 30

To :

JANE KIRTON
PREMIER TRUCK GROUP OKC
5301 I-40 West
OKLAHOMA CITY, OK 73128
United States
(405)945-3577

Quoted by:
LES ISAAC
LES.ISAAC@FONTAINEMOD.COM

Job Information: 176 PREMIUM SIT DOWN,M2106/108SD+,PB,HC

Vehicle Information: 2025 FREIGHTLINER M2 106 PLUS

Quantity: 1

Request No:

Build Location: CMCV

Fontaine Modification is pleased to quote the products and services as shown below. Please review the details of our offering to assure we have met your expectations. Our quotation is valid for 30 days unless otherwise noted on your quote.

Item	Facility / Part / Rev / Description / Details	Quantity Quoted	Unit Price	Extended Price
003	CMCV 176110-30-0011 Rev 000 U/M EA PREMIUM SIT DOWN,M2106/108SD+,PB,HC	1	\$19,200.00	US\$ 19,200.00
Premium Sit Down Dual Drive Conversion for Freightliner M2 106 Plus with Cummins B6.7 or L9 Diesel Engine *Excludes M2 106 Plus with DD8*				
Features: <ul style="list-style-type: none"> • Right-hand driving position with dual tilting steering columns • OEM throttle and brake pedals on right-hand side • HVAC unit relocated to center of cab in console with dual cup holders • Controls and instrumentation: <ul style="list-style-type: none"> o Fontaine digital dash with speedometer, fuel level gauge, dual air pressure gauge, turn signal lights, hazard lights, ABS warning light, high beam indicator, and NO odometer read out. o Self-cancelling turn signal switch with integral emergency flasher and hi beam switches o Right hand column type to match OE column o Center mounted ignition switch o Center mounted headlight switch o Center mounted power mirror switch o Right-hand mounted regen light o OEM 18" black steering wheel 				
Chassis Spec Requirements: <ul style="list-style-type: none"> • 003-012 Prep for LH primary steering location and customer supplied RH sit-down secondary steering location with dual instrument cluster • Cummins B6.7 or L9 diesel engine • 342-XXX Allison automatic transmission • 345-003 Push button electronic shift control, dash mounted • 018-002 Air brakes package • 532-027 Adjustable steering column, supplier conversion to LH and RH adjustable columns • 055-017 Professional Trim Package • 540-044 4-Spoke 18 Inch black steering wheel with switches • 810-027 Electronic MPH Speedometer (KPH available as option) • 756-338 Basic/Elite/Premium Isringhausen high back driver air suspension seat • 760-338 Basic/Elite/Premium Isringhausen high back passenger air suspension seat • 747-002 Roof/Overhead console mounted radio • 734-022 Fully configurable center instrument panels • 882-009 One valve parking brake system with warning indicator, or 882-018 One valve parking brake system with dash valve control autoneutral and warning indicator • 99B-001 Ship to third party Charlotte (Fontaine) • 280 Cab Height (high cab) - Greater than 65" from top of cab to top of frame 				
Chassis Spec Restrictions: <ul style="list-style-type: none"> • No bench seat • No chugger knob on seat • Primary cluster on Right hand side not available 				

	<ul style="list-style-type: none"> • Engine brake stalk will remain on the OEM column and not duplicated on the RH column. <p>Dash space is limited to:</p> <ul style="list-style-type: none"> • Two switch packs • Two gauges • Any additional switch or gauges should be installed in overhead locations by the factory 			
004	CMCV 176110-30-0014 M2+,PDD,GENERAL BODY BUILDER PREP	Rev 000 U/M EA	1	\$0.00 US\$ 0.00
	M2+ PDD GENERAL BODY BUILD PREP Includes: Pass through hole in cab floor behind center console for body builder wires to pass through with plain cover. Metal structure with 11 weld nuts behind plastic cover for body builder console mounting. No holes opened in plastic covers to expose weld nuts.			
			Price Per Truck	\$19,200.00
			Total Quote Price	\$19,200.00

Fontaine to retain ownership of design/rights of the modification as well as any engineering, parts, and intellectual property developed over the course of the modification.

Thank you for the opportunity to quote this package. Please complete the order information below and approve in order to secure production scheduling. All take-off parts become the property of Fontaine Modification.

All sales are subject to the Terms and Conditions of Sale set forth on our website at www.fontainemod.com. Any order of, receipt of, or payment for seller's products or services shall constitute your acceptance of these Terms and Conditions of Sale.

To place the order the following is required:

1. Chassis offline dates
2. A copy of your company's purchase order
3. Orders of 10 units and greater will require a pilot review and customer approval of final installation
4. Any changes made to this order after it is processed and material ordered will result in a restocking fee and change order fee
5. Part numbers and or descriptions, Shipped date, ETA and Shipper information is required on all customer supplied parts (Parts that arrive unidentified either by the Fontaine deal #, chassis serial number, or customer unit number will be quarantined to a non-conforming area and may delay chassis build)

Chassis serial numbers (last 8 of the VIN): _____

VIN _____ Thru _____

Chassis offline dates: _____

Unit / Asset Number: _____ Thru _____

PO# (Purchase Order Number): _____

Customer Acceptance: _____ Date ____/____/____

Signed By: _____ Date ____/____/____

Fleet: _____

Estimated Date Received: +5 Days from OEM Slot Date

Dealer: PREMIER TRUCK GROUP
OKC

Pilot Review: _____

End User: _____

Body Builder: LABRIE

VIN	Unit	PO #	OEM Slot	Req Compl	Price
					\$19,200.00

TERMS AND CONDITIONS OF SALES

1. **ENTIRETY.** These Terms and Conditions of Sale and all documents referenced herein (collectively, the "Terms") are the only terms and conditions which govern the sale of goods ("Goods") and/or services ("Services") and together with Goods, the "Deliverables") by Fontaine Modification Company ("Seller") to the buyer ("Buyer") and supersede all other terms and conditions, oral or written, and all other communications between the parties suggesting additional or different terms. These Terms represent the final and complete understanding of the parties and may be amended or cancelled only by mutual written agreement. Acceptance is expressly limited to these Terms. Any proposal for additional or different terms or any attempt by Buyer to vary these Terms is hereby deemed material and is objected to and rejected. No terms of any document or form submitted by Buyer shall be effective to alter or add to these Terms. The earlier of Seller's commencement of performance or Buyer's receipt of any of the Deliverables shall constitute acceptance of these Terms.
2. **PRICES.** Prices quoted unless otherwise indicated in the purchase order are in U.S. Dollars and based on the price at the time of quotation and are subject to change without notice. Clerical errors are subject to correction without liability.
3. **TAXES.** Prices do not include any sales, use, excise, privilege, ad valorem, or other taxes, duties, tariffs or assessments now or hereafter imposed or levied ("Taxes") by or under the authority of any foreign, federal, state, provincial, or local law, rule, or regulation (collectively, "Law") concerning the Deliverables or the manufacture or sale thereof. If Seller pays any such Taxes, Buyer shall, upon demand, immediately reimburse Seller for such amounts.
4. **TERMS OF PAYMENT.** All payments are due within 30 days from date of invoice. Orders are subject to acceptance in writing by Seller. All payments shall be made without abatement, deduction, discount or setoff. Late payments are subject to a service charge of the lesser of 1.5% per month or the highest rate permitted under applicable Law. Buyer shall be liable for all costs and expenses related to collection of past due amounts, including, without limitation, attorneys' fees and costs. If, in Seller's judgment, the financial condition of Buyer does not justify continuance on the terms of payment above, Seller may require full or partial payment in advance or otherwise adjust the terms including ceasing to supply Buyer.
5. **DELIVERY.** Delivery shall be made F.O.B shipping point at Seller's facility and title and risk of loss passes to Buyer at such time. Delivery/performance dates are estimates only. Seller shall not be liable for any claim, loss, expense, or damage of any kind whatsoever for delays, or loss or damage in transit. Claims for loss or damage shall be made solely against the carrier. Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.
6. **INSPECTION.** Buyer shall inspect the Goods upon receipt and Services upon performance, and Buyer shall immediately notify Seller in writing of any claims that the Deliverables are different than identified in Buyer's purchase order whereupon Seller shall determine the remedy pursuant to Section 12. Failure to give such written notice upon receipt will constitute irrevocable acceptance by Buyer of all Deliverables.
7. **CHANGES OR CANCELLATION.** Changes in specifications or designs to any Deliverables, changes in delivery or performance schedules or reschedules or cancellations of orders are not permitted unless Seller has accepted same in writing, has determined the additional charge to be made, if any, and the same has been paid by the Buyer. Once ordered, deliverables that are made to order, discontinued or custom products ("Special Order Goods") may not be cancelled by Buyer. Seller reserves the right to cancel any purchase orders or releases thereunder, or terminate any agreement relating to purchase of Seller's Deliverables, upon 10 days' notice to Buyer.
8. **RETURNS.** Goods may not be returned without prior written authorization of Seller and compliance with Seller's return policies and procedures then in effect.
9. **SERVICE TERMS.** (a) Services will be provided at Seller's then current service rates; (b) if the site is not prepared for the Services upon Seller's arrival, Seller may charge a service fee and for any delay and/or travel time; (c) Buyer shall provide Seller with advance notice of any rules, requirements and Laws; (d) Seller may refuse, without any liability, to provide Services and to allow Seller service personnel to suspend Services or vacate any site where, in Seller's opinion, provision of Services would pose a risk to the safety of any person. In such event, Buyer is responsible for payment of any delay and/or travel time at Seller's regular service rates; (e) Buyer is solely liable for all damages or injuries caused or contributed to by Buyer that may occur; and (f) Buyer must provide at least 72 hours' notice of cancellation of any Service order. If Buyer cancels with less than 72 hours' notice, Buyer is responsible for any costs incurred by Seller caused by such cancellation.
10. **INSURANCE.** Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$2 million per occurrence, \$2 million products-completed operations aggregate and \$4 million annual aggregate with insurance carriers having an AM Best rating of "A- VIII" or better. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in these Terms. Buyer shall provide Seller with 30 days' advance written notice in the event of a cancellation or material reduction of coverage in Buyer's insurance policy. Except where prohibited by law, Buyer shall require: (i) that Buyer's insurance will be primary and noncontributory, (ii) that Seller be named as an Additional Insured as its interests applies per this agreement; and (iii) that Buyer and its insurer waive all rights of subrogation against Seller's insurers and Seller.
11. **LIMITED WARRANTIES.** Unless otherwise provided by Seller in its written warranty, Seller warrants that (i) Goods designed and manufactured by Seller will be free from defects in material and workmanship for a period of 12 months after shipment; and (ii) Services will be performed in a timely and competent manner in accordance with industry standards. THESE ARE SELLER'S ONLY WARRANTIES. SELLER DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. If during the warranty period, Buyer notifies Seller in writing that the Deliverables are not in conformity with the warranty and Seller agrees, after Seller's inspection (at its option), then: (a) for Goods, Seller will repair, replace or refund the total amount received by Seller therefor, at its sole option, provided Buyer returns such Goods to Seller's plant for inspection; and (b) for Services, Buyer's sole remedy is for Seller, at its sole option, to re-perform the Services or credit Buyer's account therefor. These shall be Buyer's exclusive remedies for Seller's liability. Any claims not made during the warranty period are deemed waived. Seller's warranty does not attach to Deliverables or parts not manufactured by Seller. Any contract created between Seller and Buyer is subject to the specific conditions that (a) Seller is not obligated to provide insurance or indemnify Buyer, and (b) there are no flow-downs from any person or entity including the federal government that become part of the contract. Upon the occurrence of any event described in Section 14(e)(i)-(vi) without the prior written consent of Seller, this warranty shall be void.
12. **LIMITATION OF LIABILITY.** SELLER SHALL NOT BE LIABLE TO BUYER OR ANY OTHER PERSON OR ENTITY FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OR ANY OTHER LOSSES, DAMAGES OR EXPENSES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY AMOUNT IN EXCESS OF THE PRICE RECEIVED BY SELLER FOR THE DELIVERABLES WITH RESPECT TO WHICH SUCH LIABILITY IS CLAIMED.
13. **INDEMNIFICATION.** Buyer shall defend, indemnify and hold Seller, its affiliates and their respective officers, directors, members, managers, representatives, agents and employees harmless from and against all claims, suits, demands, losses, liabilities, damages (including injury and death) and expenses (including reasonable attorneys' fees) (collectively, "Losses"), arising out of or relating to: (a) Buyer's or its agents provided specifications, design, structure,

operation, material or method of making Deliverables ("Buyer's Specifications"), including without limitation, any resulting violation of intellectual property or proprietary rights; (b) Buyer's use, misuse or disposal of Deliverables or materials; (c) Buyer's non-compliance with any Law; (d) breach of these Terms by Buyer; and (e) Deliverables subjected to: (i) improper installation or storage; (ii) accident, damage, abuse or misuse; (iii) abnormal operating conditions or applications; (iv) operating conditions or applications above the rated capacity of the Deliverables; (v) repairs or modifications made to all or part of the Deliverables without the prior written consent of Seller; or (vi) a use or application other than or varying in any degree from the specifications and Seller's instructions.

14. PATENTS. Provided Buyer has made all payments due Seller, Seller shall defend any suit brought against Buyer based upon a claim that the Deliverables infringe any United States patent issued as of the date of Seller's quotation and shall pay any damages and costs finally awarded therein against Buyer, provided that Seller is notified promptly in writing of such suit and is given full authority, information and assistance by Buyer to defend or settle the suit. Notwithstanding anything to the contrary, Seller will have no liability to the extent that the suit is based upon: (i) modifications to any item made by or on behalf of the Buyer in a manner that causes the infringement; (ii) use of any item in combination with the Deliverables that causes the infringement; (iii) the failure of the Buyer to use corrections or enhancements to the Deliverables that are made available by Seller; (iv) Buyer's Specifications; (v) Buyer's distribution, marketing or use for the benefit of third parties of the Deliverables; or (vi) use not authorized under these Terms. If the Deliverables or any part thereof are deemed to infringe any such patent, Seller shall, at its expense and sole option either: (a) procure for Buyer the right to continue using said Deliverables or part; (b) replace them with non-infringing Deliverables or parts; (c) modify them so they become non-infringing; or (d) remove them and refund the purchase price for them depreciated over no more than 3 years.

15. TOOLING. In no event shall Buyer have any interest in any tools, jigs, dies, patterns, etc. (collectively, "Tooling") which is made or obtained for the production of the Deliverables. Such Tooling shall remain the property of Seller.

16. CONFIDENTIALITY. All non-public or proprietary information of Seller, including all IP, quotations and pricing information, is confidential, solely for the use in performing hereunder and may not be disclosed, used or copied unless authorized by Seller in writing.

17. INTELLECTUAL PROPERTY. All drawings, know-how, designs, specifications, inventions, devices, developments, processes, copyrights, trademarks, patents and applications therefor, and other information or intellectual property disclosed or otherwise provided to Buyer by Seller and all rights therein (collectively, "IP") are and will remain the property of Seller. Buyer shall have no claim to, nor ownership interest in, any IP and such information, in whatever form and any copies thereof, shall be promptly returned to Seller upon written request from Seller. Buyer acknowledges that no license or rights of any sort are granted to Buyer hereunder in respect of any IP, other than the limited right to use the Deliverables purchased from Seller.

18. EXPORT COMPLIANCE. Any items provided by Seller are controlled by the United States Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the United States Government or as otherwise authorized by U.S. Law and regulation.

19. FORCE MAJEURE. Seller shall not be liable for any delay in or failure to perform due to any event or contingency beyond its reasonable control (an event of "Force Majeure"), including acts of God, epidemics, acts of war whether declared or undeclared, blockades, labor disputes (whether of Seller's employees or the employees of others), raw material shortages and material increases in costs of raw materials, including those material increases in costs resulting from the imposition of tariffs. In the event of Force Majeure, the time for performance will extend for such time as reasonably necessary to enable Seller to perform. Seller may, during any period of shortage due to any of the above circumstances, allocate its available supply of Deliverables among itself and its purchasers in such manner as Seller, in its sole judgement, deems fair and equitable.

20. TERMINATION. Seller shall have the right to cease work or terminate these Terms or any purchase order, in whole or in part, at any time, without liability, if: (i) Buyer breaches or defaults under these Terms or any other agreement it has with Seller; (ii) a petition under any applicable law relating to bankruptcy, insolvency, or reorganization is filed by or against Buyer; (iii) Buyer executes an assignment for benefit or creditors; (iv) a receiver is appointed for Buyer or any substantial part of its assets; or (v) Seller shall have any reasonable ground for insecurity with respect to Buyer's ability to perform and Buyer is unable to provide Seller with adequate assurance within 10 days after written request therefor by Seller. In all cases, Seller's rights are cumulative, are not exclusive and in addition to all other rights and remedies it may have at law or in equity. No termination shall affect any accrued rights or obligations of either party as of the effective date of such termination.

21. WAIVER. All waivers by Seller shall be in writing. Failure of Seller at any time to require Buyer's performance of any obligation hereunder shall not affect Seller's right to require performance of that obligation. No delay or omission in the exercise of any right, power, or remedy hereunder shall impair such right, power, or remedy or be considered to be a waiver of any default or acquiescence therein.

22. GOVERNING LAW. Any dispute arising out of or related to these Terms will be governed by and construed in accordance with the laws of the State of Illinois without regard to any rules on conflicts of laws and exclusively litigated in either (i) a state or federal court located in Cook County, Illinois, or (ii) a state or federal court located in the state of Seller's principal place of business, at Seller's sole discretion.

23. SEVERABILITY. The unenforceability or invalidity of any clause in these Terms shall not have an impact on the enforceability or validity any other clause in these Terms. Any unenforceable or invalid clause shall be regarded as removed from these Terms to the extent of its unenforceability and invalidity.

24. MISCELLANEOUS. Buyer shall not assign any of its rights or obligations under these Terms or any purchase order without Seller's prior written consent. Buyer shall comply with all applicable laws. There are no third-party beneficiaries. Provisions which by their nature should survive will remain in force after any termination or expiration of any sale of Deliverables. The section headings are included solely for the convenience of the parties.

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 OKLAHOMA CITY, OK 73128
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S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-28M	M2 PRL-28M (EFF:MY25 ORDERS)		
Data Version			
DRL-049	SPECPRO21 DATA RELEASE VER 049		
Bright Work Packages			
024-001	BRIGHT WORK PACKAGE 1 - CHROMED: AIR INTAKE, GRILLE, HEADLIGHT BEZEL AND 14 INCH ROUND POLISHED AIR HORN		
Vehicle Configuration			
001-172	M2 106 PLUS CONVENTIONAL CHASSIS	5,709	3,450
004-225	2025 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-004	STRAIGHT TRUCK PROVISION, NON-TOWING		
003-012	LH PRIMARY STEERING LOCATION AND PREP FOR CUSTOMER SUPPLIED RH SIT-DOWN SECONDARY STEERING LOCATION WITH DUAL INSTRUMENT CLUSTER		
General Service			
AA1-002	TRUCK CONFIGURATION		
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
99D-027	EPA EMISSIONS CERTIFICATION FOR REGISTRATION IN EPA OR ACT STATES - EPA CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD OF DRIVER DOOR)		
AF2-998	NONE		
A85-001	REFUSE SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-003	DRY BULK COMMODITY		



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Data Code	Description	Weight Front	Weight Rear
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-091	MEDIUM TRUCK WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 18000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 46000.0 lbs		
A67-99D	EXPECTED PUSHER AXLE(S) LOAD : 0.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 64000.0 lbs		
Truck Service			
AA3-061	REFUSE, SIDE LOAD OR REAR PACKER BODY - UNLOADS IN A LANDFILL		
AF3-120	LABRIE AND ENVIROQUIP GROUP/LEACH/WITTKE/PENPAC		
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
Engine			
101-3E2	CUM L9 360 HP @ 2200 RPM, 2200 GOV RPM, 1150 LB-FT @ 1200 RPM, REFUSE	640	30
Electronic Parameters			
79A-067	67 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM		
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED		
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
79Q-002	PTO RPM WITH CRUISE RESUME SWITCH - 700 RPM		
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
79W-001	ONE TEM PTO SPEED		
79X-003	PTO SPEED 1 SETTING - 800 RPM		
80G-002	PTO MINIMUM RPM - 700		
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
80S-001	PTO 1, DASH SWITCH, STATIONARY OPERATION		



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Data Code	Description	Weight Front	Weight Rear
80T-001	PTO 2, DASH SWITCH, STATIONARY OPERATION		
80V-003	ENGINE MOUNT PTO, TEM SUPPLIED REQUEST, FOR PTO SPEED MODE, PERMANENTLY ENGAGED PTO		
Engine Equipment			
99C-024	EPA 2010/GHG 2024 CONFIGURATION		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
014-1B5	SIDE OF HOOD AIR INTAKE WITH DONALDSON HIGH CAPACITY AIR CLEANER WITH SAFETY ELEMENT, FIREWALL MOUNTED		
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
292-235	(2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES	10	
290-017	BATTERY BOX FRAME MOUNTED		
281-001	STANDARD BATTERY JUMPERS		
282-003	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE BACK OF CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	2	
295-003	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART CHASSIS MOUNTED LH BACK OF CAB	4	
306-015	PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS		
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-076	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF	20	
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25



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Data Code	Description	Weight Front	Weight Rear
28F-014	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER		
239-020	10 FOOT 00 INCH (120 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
233-017	STANDARD CURVE BRIGHT UPPER STACK(S)		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK		
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
23Y-002	DIESEL EXHAUST FLUID PUMP MOUNTED AFT OF DIESEL EXHAUST FLUID TANK		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
242-011	ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD(S)		
273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH		
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER		
266-013	1100 SQUARE INCH ALUMINUM RADIATOR	70	
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4	
140-022	CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
134-001	ALUMINUM FLYWHEEL HOUSING		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		
Transmission			
* 342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60



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Data Code	Description	Weight Front	Weight Rear
Transmission Equipment			
343-312	ALLISON VOCATIONAL PACKAGE 142 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS		
84B-013	ALLISON VOCATIONAL RATING FOR REFUSE APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84K-000	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
353-079	QUICKFIT BODY LIGHTING CONNECTOR UNDER CAB, WITHOUT CAP		
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR		
362-671	(2) CUSTOMER INSTALLED MUNCIE A20 SERIES PTO'S		
363-011	PTO MOUNTING, LH AND RH SIDES OF MAIN TRANSMISSION		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		



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Data Code	Description	Weight Front	Weight Rear
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		
Front Axle and Equipment			
400-1BA	DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	210	
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	10	
403-002	NON-ASBESTOS FRONT BRAKE LINING		
419-001	CAST IRON OUTBOARD FRONT BRAKE DRUMS		
409-006	FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
536-012	TRW TAS-85 POWER STEERING	40	
539-003	POWER STEERING PUMP		
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
533-001	OIL/AIR POWER STEERING COOLER	5	
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE		
Front Suspension			
620-006	20,000# FLAT LEAF FRONT SUSPENSION	310	
619-004	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION		
410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
420-103	CUMMINS-MERITOR RT-46-160 46,000# R-SERIES TANDEM REAR AXLE		2,960
421-614	6.14 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		



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Data Code	Description	Weight Front	Weight Rear
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	40	40
388-073	MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES		
452-006	DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES		30
878-023	(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AND REAR-REAR AXLE VALVE		
87A-017	INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH, DISENGAGE INTERAXLE LOCK WITH IGNITION OFF		
87B-015	INDICATOR LIGHT FOR EACH DIFFERENTIAL LOCKOUT SWITCH, ENGAGE <5 MPH, DISENGAGE >25 MPH		
423-019	MERITOR 16.5X8.62 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-011	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)		
451-001	CAST IRON OUTBOARD REAR BRAKE DRUMS		40
440-006	REAR OIL SEALS		
426-1B3	BENDIX EVERSURE LONGSTROKE 2-DRIVE AXLES SPRING PARKING CHAMBERS		20
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS		
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		

Rear Suspension

622-298	TUFTRAC GEN2 46,000# REAR SPRING SUSPENSION		820
621-108	9.5 INCH NOMINAL RIDE HEIGHT (460MM GLOBAL REFERENCE HEIGHT)		
431-003	AXLE CLAMPING GROUP		
624-025	55 INCH AXLE SPACING		
623-006	FORE/AFT AND TRANSVERSE CONTROL RODS		
439-002	REAR SHOCK ABSORBERS - TWO AXLES (TANDEM)		40

Pusher / Tag Equipment

429-998	NO PUSHER/TAG BRAKE DUST SHIELDS		
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Brake System

018-002	AIR BRAKE PACKAGE		
490-100	WABCO 4S/4M ABS		



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 OKLAHOMA CITY
 5301 I-40 WEST
 OKLAHOMA CITY, OK 73128
 Phone: 405-945-3577

Data Code	Description	Weight Front	Weight Rear
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-086	BW AD-9SI BRAKE LINE AIR DRYER WITH HEATER		
479-012	AIR DRYER MOUNTED UNDER HOOD		
460-001	STEEL AIR BRAKE RESERVOIRS		
	AIR TANK TORPEDO STYLE UNDER RH FRAME RA IL AS PER S/N KN1063		
477-001	PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS		
485-003	QUICK DISCONNECT FITTING WITH TIRE INFLATION KIT	2	

Trailer Connections

481-998	NO TRAILER AIR HOSE
476-998	NO AIR HOSE HANGER
310-998	NO TRAILER ELECTRICAL CABLE

Wheelbase & Frame

545-650	6500MM (256 INCH) WHEELBASE		
546-102	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	520	320
547-001	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	210	440
552-014	1900MM (75 INCH) REAR FRAME OVERHANG		
55W-007	FRAME OVERHANG RANGE: 71 INCH TO 80 INCH	-30	130
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 190.35 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 187.35 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 360.1 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 100.88 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 135.8 in		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		



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Data Code	Description	Weight Front	Weight Rear
559-003	LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER	-12	
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REAR MOST CROSSMEMBER		
565-002	HEAVY DUTY SUSPENSION CROSSMEMBER		30
Chassis Equipment			
556-1AR	THREE-PIECE 14 INCH CHROMED STEEL BUMPER WITH COLLAPSIBLE ENDS	30	
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
585-998	NO MUDFLAP BRACKETS		
590-998	NO REAR MUDFLAPS		
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
44Z-002	EXTERIOR HARNESSES WRAPPED IN ABRASION TAPE		
* 601-020	3D STEP VEHICLE MODEL		
EMAIL TO FRANCOIS.BOISSONNEAULT@LABRIEGROUP.COM			
Fifth Wheel			
578-998	NO FIFTH WHEEL		
Fuel Tanks			
204-154	80 GALLON/302 LITER ALUMINUM FUEL TANK - LH	35	
218-001	23 INCH DIAMETER FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-1H3	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR	-5	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			



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Data Code	Description	Weight Front	Weight Rear
093-1YU	CONTINENTAL HAU 3 WT 315/80R22.5 20 PLY RADIAL FRONT TIRES	100	
094-1YV	CONTINENTAL INTELLIGENT HDC3 11R22.5 16 PLY RADIAL REAR TIRES		192
Hubs			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
502-356	ALCOA ULTRA ONE 89U64X 22.5X9.00 10-HUB PILOT 5.99 INSET ALUMINUM FRONT WHEELS	-28	
505-774	ALCOA ULA18X ALUMINUM OUTSIDE, ACCURIDE 28828 HEAVY DUTY STEEL INSIDE; 22.5X8.25 10-HUB PILOT DISC REAR WHEELS		-5
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
Cab Exterior			
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-008	AIR CAB MOUNTING		
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
754-008	2-1/2 INCH FENDER EXTENSIONS	10	
678-067	SAFETY YELLOW LH AND RH INTERIOR GRAB HANDLES AND LH AND RH EXTERIOR GRAB HANDLES WITH SINGLE RUBBER INSERT		
646-023	HOOD MOUNTED CHROMED PLASTIC GRILLE		
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
690-002	TUNNEL/FIREWALL LINER		
727-1AJ	DUAL 14 INCH ROUND POLISHED AIR HORNS	8	
726-002	DUAL ELECTRIC HORNS		
728-002	DUAL HORN SHIELDS		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-038	INTEGRAL HEADLIGHT/MARKER ASSEMBLY WITH CHROME BEZEL		
302-047	LED AERODYNAMIC MARKER LIGHTS		
311-001	DAYTIME RUNNING LIGHTS		
294-046	OMIT STOP/TAIL/BACKUP LIGHTS AND PROVIDE WIRING WITH SEPARATE STOP/TURN WIRES TO 4 FEET BEYOND END OF FRAME		-5



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Data Code	Description	Weight Front	Weight Rear
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
74B-080	RH AND LH 8 INCH STAINLESS STEEL FENDER MOUNTED CONVEX MIRRORS WITH TRIPOD BRACKETS	8	
729-001	STANDARD SIDE/REAR REFLECTORS		
677-016	DUAL LEVEL CAB ENTRY STEPS ON BOTH SIDES		
764-010	COMPOSITE EXTERIOR SUN VISOR	10	
768-043	63X14 INCH TINTED REAR WINDOW		
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
654-011	RH AND LH ELECTRIC POWERED WINDOWS		
663-013	1-PIECE SOLAR GREEN GLASS WINDSHIELD		
659-020	2 GALLON WINDSHIELD WASHER RESERVOIR WITH FLUID LEVEL INDICATOR, FRAME MOUNTED		

Cab Interior

	055-017	PROFESSIONAL TRIM PACKAGE		
N	707-107	GRAY & CARBON VINYL INTERIOR "RUGGED"		
	70K-016	CARBON WITH BASE BLACK ACCENT		
	706-013	MOLDED PLASTIC DOOR PANEL		
	708-013	MOLDED PLASTIC DOOR PANEL		
	772-006	BLACK MATS WITH SINGLE INSULATION		
	785-025	(1) 12V DASH MOUNTED POWER OUTLET		
	691-001	FORWARD ROOF MOUNTED CONSOLE		
	693-019	LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS		
	738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY		
	742-007	(2) CUP HOLDERS LH AND RH DASH		
	680-029	M2/SD DASH		
	720-003	5 LB. FIRE EXTINGUISHER	10	
	714-001	FIRST AID KIT	2	
	700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
	701-001	STANDARD HVAC DUCTING		



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Data Code	Description	Weight Front	Weight Rear
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-015	STANDARD HEATER PLUMBING		
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-034	PREMIUM INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-1B2	PREMIUM LED CAB LIGHTING		
787-004	REMOTE KEYLESS ENTRY AND 2 TRANSMITTERS		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
78G-004	KEY QUANTITY OF 4		
655-005	LH AND RH ELECTRIC DOOR LOCKS		
722-002	TRIANGULAR REFLECTORS WITHOUT FLARES	10	
756-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	
760-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	25	10
759-005	DUAL DRIVER AND PASSENGER SEAT ARMRESTS	8	
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-1AK	BLACK VINYL DRIVER SEAT COVER		
761-1AK	BLACK VINYL PASSENGER SEAT COVER		
763-102	HIGH VISIBILITY ORANGE SEAT BELTS		
532-027	ADJUSTABLE STEERING COLUMN, SUPPLIER CONVERSION TO LH AND RH ADJUSTABLE TILT STEERING COLUMNS	10	
540-044	4-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL WITH SWITCHES		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

106-002	ELECTRONIC ACCELERATOR CONTROL		
734-022	FULLY CONFIGURABLE CENTER INSTRUMENT PANELS		



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Data Code	Description	Weight Front	Weight Rear
87L-005	ENGINE REMOTE INTERFACE WITHOUT INTERLOCKS		
870-001	BLACK GAUGE BEZELS		
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE		
198-003	DASH MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS		
721-001	97 DB BACKUP ALARM		3
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY		
81B-003	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-073	ENGINE REMOTE INTERFACE FOR REMOTE THROTTLE		
48H-012	POWERTRAIN INTERFACE CONNECTOR LOCATED BETWEEN SEATS WITHOUT CAPS		
4C0-998	NO ADDITIONAL EXTRA SWITCH ACCUATORS		
48C-003	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) UNDER CAB WITH CAP		
163-014	ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR		
33U-012	TMC RP170 INTERFACE CONNECTOR		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-123	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE		
736-998	NO OBSTACLE DETECTION SYSTEM		



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Data Code	Description	Weight Front	Weight Rear
72K-998	NO REVERSE PROXIMITY SENSOR		
72J-998	NO DR ASSIST SYSTEM		
49B-998	NO VEHICLE STABILITY ADVISOR OR CONTROL		
73B-998	NO LANE DEPARTURE WARNING SYSTEM		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
35M-010	1 QUICKFIT PROGRAMABLE MODULE (QPM/XMC)	10	
1U1-002	TOP OF DASH RAM MOUNT WITHOUT POWER OR GROUND, FOR CUSTOMER FURNISHED DEVICE		
746-137	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH, USB AND AUXILIARY INPUTS, J1939		
747-002	ROOF/OVERHEAD CONSOLE MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF		
74D-006	STANDARD RADIO WIRING WITH STEERING WHEEL CONTROLS		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
813-1C8	DETROIT CONNECT PLATFORM HARDWARE		
8D1-313	3 YEARS DAIMLER CONNECTIVITY BASE PACKAGE ON (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT ON CUMMINS ENGINES		
6TS-008	(2) TMC RP1226 ACCESSORY CONNECTORS: (1) LOCATED BEHIND PASSENGER SIDE REMOVABLE DASH PANEL (1) CENTER OF OVERHEAD CONSOLE		
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
4C1-998	NO HARDWIRE SWITCH #1		
4C2-998	NO HARDWIRE SWITCH #2		
4C3-998	NO HARDWIRE SWITCH #3		
4C4-998	NO HARDWIRE SWITCH #4		
81Y-005	PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS ONLY		
264-032	(2) OVERHEAD MOUNTED LANYARD CONTROLS: (1) OFFICER AIR HORN AND (1) DRIVER AIR HORN		
883-998	NO TRAILER HAND CONTROL BRAKE VALVE		



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Data Code	Description	Weight Front	Weight Rear
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS		
882-018	ONE VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR		
299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT		
298-046	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY		

Design

065-000 PAINT: ONE SOLID COLOR

Color

980-5F6 CAB COLOR A: L0006EY WHITE ELITE EY
 986-020 BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
 966-972 POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
 976-995 SUNVISOR PAINTED SAME AS CAB COLOR A
 969-998 NO CAB/BODY EXTERIOR DECALS
 963-003 STANDARD E COAT/UNDERCOATING

Certification / Compliance

996-001 U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS

Secondary Factory Options

99B-001 SHIP TO FONTAINE (MOUNT HOLLY, NC) PRIOR TO DELIVERY

Sales Programs

NO SALES PROGRAMS HAVE BEEN SELECTED

TOTAL VEHICLE SUMMARY

Weight Summary

Application Version 11.9.805
 Data Version PRL-28M.049
 City of Bethany side loader TANDEM
 2025



07/17/2024 1:58 PM

Page 15 of 18

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	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	8282 lbs	8630 lbs	16912 lbs
Total Weight ⁺	8282 lbs	8630 lbs	16912 lbs

Extended Warranty

WAI-47H	CUM 2017 L9: HD1 MD DTY 5 YEARS / 100,000 MILES / 161,000 KM EXTENDED WARRANTY. FEX APPLIES
WAX-101	CUM 2017 L9: AT3 MD DTY 5 YEARS / 100,000 MILES / 161,000 KM AFTERTREATMENT. FEX APPLIES
WAK-121	ALLISON 3000 RDS TRANSMISSION FOR REFUSE EXTENDED WARRANTY, 5 YEARS/UNLIMITED MILEAGE FEX
WAG-078	TOWING: 5 YEARS/UNLIMITED MILES/KM EXTENDED TOWING COVERAGE \$750 CAP FEX APPLIES

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

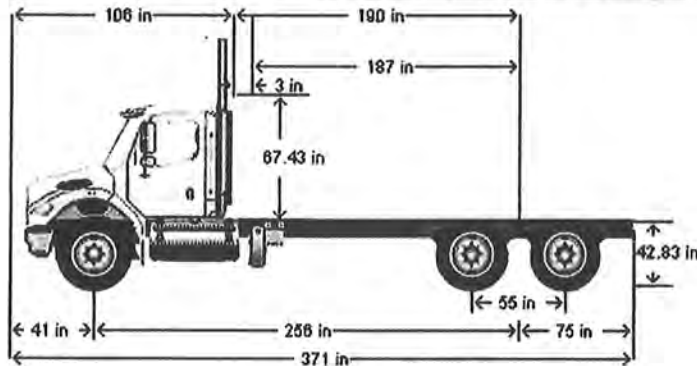
(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.



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DIMENSIONS



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model.....	M2106
Wheelbase (545).....	6500MM (256 INCH) WHEELBASE
Rear Frame Overhang (552).....	1900MM (75 INCH) REAR FRAME OVERHANG
Fifth Wheel (576).....	NO FIFTH WHEEL
Mounting Location (577).....	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in).....	0
Maximum Rearward Position (in).....	0
Amount of Slide Travel (in).....	0
Slide Increment (in).....	0
Desired Slide Position (in).....	0.0
Cab Size (829).....	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682).....	NO SLEEPER BOX/SLEEPER/CAB
Exhaust System (016).....	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE



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TABLE SUMMARY - DIMENSIONS

Dimensions	Inches
Bumper to Back of Cab (BBC)	106.3
Bumper to Centerline of Front Axle (BA)	40.7
Front Axle to Back of Cab (AC)	65.6
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	190.4
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	187.4
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	265.2
Cab Height (CH)	67.4
Wheelbase (WB)	255.9
Frame Overhang (OH)	74.8
Overall Frame Length	360.1
Overall Length (OAL)	371.5
Rear Axle Spacing	55.0
Unladen Frame Height at Centerline of Rear Axle	42.8

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



NOTICE: On Thursday, August 1, 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 HOSPITAL TRUST MEETING

BETHANY CITY HALL

TUESDAY, AUGUST 6, 2024

6:30 P.M.

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

Chairman Lloyd called the Bethany Hospital Trust meeting to order at 6:52 P.M.

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

- A. APPROVAL OF MINUTES FROM JULY 16, 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 Larsen to approve the Consent Docket as presented. Yes Votes: Magirowsky, Larsen, Plank, Palmer, Powell, Knapp, McPhail, Lloyd. 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 AUGUST 20, 2024.**

Chairman Lloyd adjourned the Bethany Hospital Trust meeting at 7:33 P.M. until August 20, 2024.

CHAIRMAN

SECRETARY

BETHANY HOSPITAL TRUST

From: Michael Vaughn, Finance Director
Date: August 15, 2024
Subject: Claims list for the 08/20/2024 Bethany Hospital Trust Meeting

BETHANY HOSPITAL TRUST

FUND	AMOUNT
Bethany Hospital Trust	\$ 5,749.75
TOTAL	\$ 5,749.75

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 286,444.25
Bethany Public Works Authority	\$ 552,744.44
Bethany Hospital Trust	\$ 5,749.75
Bethany Development Authority	\$ -
TOTAL	\$ 844,938.44

RECOMMENDATION

1. Approve claims as presented.



FUND: 051- BETHANY HOSPITAL TRUST

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 99.0		TRANSFERS IN/OUT				
25-51511	10-1085	OKLAHOMA MUNICIPAL ASSURAN	PROPERTY INSURANCE 1 QTR	8/2024	20240901	5,749.75
DEPARTMENT TOTAL:						5,749.75
FUND TOTAL:						5,749.75

NOTICE: On Thursday, August 1, 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 DEVELOPMENT AUTHORITY

BETHANY CITY HALL

TUESDAY, AUGUST 6, 2024

6:30 P.M.

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

Chairman Lloyd called the Bethany Development Authority meeting to order at 6:53 P.M.

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

- A. APPROVAL OF MINUTES FROM JULY 16, 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 Larsen to approve the Consent Docket as presented. Yes votes: Lloyd, Magirowsky, Plank, Larsen, Knapp, McPhail, Powell, Palmer. No votes: None. Motion passed.

ITEM NO. 2 on the agenda was **EXECUTIVE SESSION: DISCUSSION REGARDING THE PURCHASE OR APPRAISAL OF REAL PROPERTY FOR THE CITY OF BETHANY'S WATER SECURITY AND VULNERABILITY ASSESSMENT OF THE CITY OF BETHANY'S WATER RESOURCES PURSUANT TO 25 O.S. § 307 (B) (3) AND (B) (7). (RAY JONES, CITY ATTORNEY)**

A. ENTER INTO EXECUTIVE SESSION.

A motion was made by Council Member Magirowsky, seconded by Council Member Plank to enter executive session at 7:35 p.m. Yes votes: Knapp, Larsen, Palmer, Powell, Plank, McPhail, Magirowsky, Lloyd. No votes: None. Motion approved.

B. EXIT FROM EXECUTIVE SESSION.

A motion was made by Council Member Magirowsky, seconded by Council Member McPhail to exit executive session at 8:40 p.m. Yes votes: Knapp, Larsen, Palmer, Powell, Plank, McPhail, Magirowsky, Lloyd. No votes: None. Motion approved.

C. DISCUSSION AND POSSIBLE ACTION REGARDING ADDING NEW DEFENDANTS.

No action was taken on this matter.

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 AUGUST 20, 2024.**

Chairman Lloyd adjourned the Bethany Development Authority meeting at 8:40 P.M. until August 20, 2024.

CHAIRMAN

SECRETARY

BETHANY DEVELOPMENT AUTHORITY

From: Michael Vaughn, Finance Director
Date: August 15, 2024
Subject: Claims list for the 08/20/2024 Bethany Development Authority Meeting

BETHANY DEVELOPMENT AUTHORITY

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

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 286,444.25
Bethany Public Works Authority	\$ 552,744.44
Bethany Hospital Trust	\$ 5,749.75
Bethany Development Authority	\$ -
TOTAL	\$ 844,938.44

RECOMMENDATION

1. Approve claims as presented.

