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On Thursday, September 26, 2024, at or before 4:59 p.m., agenda was posted at the front doors of City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: [cityofbethany.org](http://cityofbethany.org). The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

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# AGENDA

## BETHANY CITY COUNCIL

**TUESDAY, OCTOBER 1, 2024**  
**6:30 P.M.**

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

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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 September 17, 2024, Regular Meeting.
  - B. Approval of Claims: These claims have been found to be in order by staff and proper as to form and procedure and are recommended for payment. A copy of the Claims List is included in the agenda packet.
  - C. Approval of Budget Amendment 25-3.
  - D. Approval of Budget Amendment 25-4.
  - E. Approval of Tyler Technologies ERP Pro 10 Software Service Upgrade Agreement to budgeted in the FY 2026 budget and authorize the mayor to sign the document on behalf of the City of Bethany.

- F. Approval of Tyler Technologies ERP Pro 9 Migration Services Agreement in the amount of \$116,949 per year and authorize the mayor to sign the document on behalf of the City of Bethany.
4. Presentation by Nicholas Feddersen regarding his Eagle Scout Project Proposal for the establishment of an American Flag Retirement Box within the city. Discussion and possible action by the Council regarding the location of the box, the time length of the project, and the installation and removal of the box. *(Steve Palmer, Council Member)*
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 adoption of Resolution No. 1704, a resolution of the City Council of the City of Bethany, Oklahoma, calling and authorizing the County Election Board of Oklahoma County to hold a Primary Election on February 11, 2025 and General Election on April 1, 2025, in the City of Bethany, Oklahoma for nomination and election of one councilmember from each of the four wards and a mayor at large; establishing the filing periods for the filing for office of councilmember and mayor of Bethany, Oklahoma as December 2, 3 and 4, 2024; and providing for notice of election. *(Ray Jones, City Attorney)*
7. Consideration and possible adoption of Resolution No. 1705, a resolution of the City Council of the City of Bethany for approval of May 30, 2024, amendments to the 1983 amended agreement creating the Association of Central Oklahoma Governments. *(Elizabeth Gray, City Manager)*
8. Discussion and possible action to appoint Curtis Yates from Ward 2 to the Board of Adjustment for a three-year term to expire in 2027. *(Steve Palmer, 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.

13. Mayor and Council Members Comments and Suggestions.
14. Adjourn until October 15, 2024.

## **BETHANY PUBLIC WORKS AUTHORITY**

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  - C. Approval of Tyler Technologies ERP Pro 10 Software Service Upgrade Agreement to budgeted in the FY 2026 budget and authorize the mayor to sign the document on behalf of the City of Bethany.
  - D. Approval of Tyler Technologies ERP Pro 9 Migration Services Agreement in the amount of \$116,949 per year and authorize the mayor to sign the document on behalf of the City of Bethany.
2. Consideration and possible approval of an OWRB loan payment to BancFirst not to exceed \$55,000.00. *(Michael Vaughn, Finance Director)*
3. New Business *(As defined by the Oklahoma Open Meeting Act § 311 (A) (9) as "matters not known about or which could not have reasonably been foreseen prior to the time of posting the agenda")*.
4. Adjourn until October 15, 2024.

## **BETHANY HOSPITAL TRUST**

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2. New Business *(As defined by the Oklahoma Open Meeting Act § 311 (A) (9) as “matters not known about or which could not have reasonably been foreseen prior to the time of posting the agenda”)*.
  3. Adjourn until October 15, 2024.

## **BETHANY DEVELOPMENT 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.

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  - B. Approval of Claims: These claims have been found to be in order by staff and proper as to form and procedure and are recommended for payment. A copy of the Claims List is included in the agenda packet.
2. New Business *(As defined by the Oklahoma Open Meeting Act § 311 (A) (9) as “matters not known about or which could not have reasonably been foreseen prior to the time of posting the agenda”)*.
3. Adjourn until October 15, 2024.

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Public Participation Note: The City Council and Staff of the City of Bethany strongly encourages the input and involvement of the citizens to help ensure that the city government provides the highest level of services to meet the public'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 the City Hall Lobby.)

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NOTICE: On Monday, September 16, 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 SEPTEMBER 17, 2024**

**6:30 P.M.**

<b>MEMBERS PRESENT:</b>	Nikki Lloyd Chris Powell Steve Palmer Peter Plank Brian Magirowsky Marilyn McPhail Kathy Larsen Ken Smart	Mayor Council Member Council Member Council Member Council Member Council Member Council Member Council Member
<b>MEMBERS ABSENT:</b>	Jeff Knapp	Vice-Mayor
<b>OTHERS PRESENT:</b>	Ray Jones Michael Vaughn Lesa LaMar Steve Manek Teresa Bohanan Ray Bohanan Brendan Summerville (See Roster)	City Attorney City Clerk/Treasurer Deputy City Clerk TEIM Design Public Works Admin. Assistant Sanitation Supervisor C.D. Associate

**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 Magirowsky.  
The Flag Salute was conducted by Mayor Lloyd.

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

**A. APPROVAL OF MINUTES FROM SEPTEMBER 3, 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 IS INCLUDED IN THE AGENDA PACKET.**

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

**ITEM NO. 4 on the agenda was MAYORAL PROCLAMATION DECLARING SEPTEMBER 17, 2024, AS THERAPY DOG AWARENESS DAY IN THE CITY OF BETHANY.**

The proclamation was presented by Mayor Lloyd to therapy dog Angel, and her handlers Teresa and Ray Bohanan.

**ITEM NO. 5 on the agenda was MAYORAL CERTIFICATE OF RECOGNITION FOR DR. MARK PRIVOTT FOR HIS SERVICE ON THE BETHANY ECONOMIC DEVELOPMENT AUTHORITY (BEDA).**

Mayor Lloyd presented Mark Privott with a Certificate of Recognition for serving on the BEDA board from 2017-2024.

**ITEM NO. 6 on the agenda was MAYORAL CERTIFICATE OF RECOGNITION FOR BRENDAN SUMMERVILLE, COMMUNITY DEVELOPMENT ASSOCIATE FOR BEING NAMED TO THE 2024 NEXTGEN UNDER 30 WINNERS LIST FOR POLICY AND PUBLIC SERVICE.**

Brendan Summerville was present to accept the Mayoral Certificate of Recognition for being named to the 2024 Nextgen Uder 30 winners list for Policy and Public Service.

**ITEM NO. 7 on the agenda was PUBLIC COMMENT - ANY PERSON WISHING TO ADDRESS THE COUNCIL DURING PUBLIC COMMENT SHALL GIVE THEIR NAME, ADDRESS, AND CITY OF RESIDENCE TO THE CITY CLERK FOR THE RECORDS PRIOR TO THE START OF THE MEETING. (PER CHAPTER 30 OF THE BETHANY CODE OF ORDINANCES, THERE IS A FIVE-MINUTE LIMIT, AND NO ACTION OR DISCUSSION SHALL TAKE PLACE. ALL REMARKS SHALL BE ADDRESSED TO THE COUNCIL AS A BODY, AND NOT TO ANY MEMBER THEREOF.**

None.

**ITEM NO. 8 on the agenda was CONSIDERATION AND POSSIBLE APPROVAL RATIFYING EXPENDITURES TO KRAPFF REYNOLDS CONSTRUCTION COMPANY FOR EMERGENCY SEWER REPAIRS LOCATED ON MUELLER AVENUE AT NW 40TH STREET FOR THE AMOUNT OF \$104,545.00. (ELIZABETH GRAY, CITY MANAGER**

A motion was made by Council Member Magirowsky, seconded by Council Member McPhail, to approve ratifying expenditures to Krapff Reynolds Construction Company

for emergency sewer repairs located on Mueller Ave. at NW 40<sup>th</sup> Street for \$104,545.00. Yes votes: McPhail, Powell, Magirowsky, Larsen, Plank, Smart, Palmer, Lloyd. No votes: None. Motion approved.

**ITEM NO. 9** the agenda was **CONSIDERATION AND POSSIBLE APPROVAL TO GIVE PERMISSION TO TEIM DESIGN TO ADVERTISE FOR BIDS FOR THE PENIEL AVENUE SANITARY SEWER LIFT STATION AND PIPE BURSTING IMPROVEMENTS FOR AMERICAN RESCUE PLAN ACT (ARPA) GRANT PROJECT. (ELIZABETH GRAY, CITY MANAGER)**

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

**ITEM NO. 10** on the agenda **CONSIDERATION AND POSSIBLE APPROVAL TO GIVE PERMISSION TO TEIM DESIGN TO ADVERTISE FOR BIDS FOR THE GENERAL OBLIGATION BOND PROPOSITION 3-C ANIMAL WELFARE EXPANSION PROJECT. (ELIZABETH GRAY, CITY MANAGER)**

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

**ITEM NO. 11** on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL TO REAPPOINT JAMES CLEMMER FROM WARD 3 TO THE PLANNING AND ZONING COMMISSION FOR A THREE-YEAR TERM TO EXPIRE IN 2027. (KATHY LARSEN, COUNCIL MEMBER)**

A motion was made by Council Member Larsen, seconded by Council Member Magirowsky to reappoint James Clemmer from Ward 3 to the Planning and Zoning Commission for a three-year term to expire in 2027. Yes votes: Smart, Larsen, Palmer, Lloyd, Magirowsky, Plank, Powell, McPhail. No votes: None. Motion approved.

**ITEM NO. 12** on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL TO APPOINT ARVEL WILLIAMS FROM WARD 3 TO THE PLANNING AND ZONING COMMISSION FOR A THREE-YEAR TERM TO EXPIRE IN 2027. (MARILYN MCPHAIL, COUNCIL MEMBER)**

A motion was made by Council Member Larsen, seconded by Council Member Magirowsky to appoint Arvel Williams from Ward 3 to the Planning and Zoning Commission for a three-year term to expire in 2027. Yes votes: Magirowsky, Smart, Palmer, Lloyd, Larsen, Plank, Powell, McPhail. No votes: None. Motion approved.

**ITEM NO. 13** on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL TO APPOINT BURT FALKNER FROM WARD 2 TO THE PLANNING AND ZONING COMMISSION FOR A THREE-YEAR TERM TO EXPIRE IN 2027. (KEN SMART, COUNCIL MEMBER AND STEVE PALMER, COUNCIL MEMBER)**

A motion was made by Council Member Palmer, seconded by Council Member Smart to appoint Burt Falkner from Ward 2 to the Planning and Zoning Commission for a three-year term to expire in 2027. Yes votes: Larsen, McPhail, Smart, Lloyd, Palmer, Plank, Powell, Magirowsky. No votes: None. Motion approved.

**ITEM NO. 14** on the agenda was **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.**

Attorney Ray Jones informed the council that he had no information to provide on this matter.

A motion was made by Council Member Magirowsky, seconded by Council Member Plank not to enter executive session. Yes votes: Magirowsky, Lloyd, Smart, Larsen, Plank, Powell, McPhail. No votes: Palmer. Motion approved.

**B. EXIT FROM EXECUTIVE SESSION.**

**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")**.

**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.**

Finance Director Vaughn provided the financial report.

**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 OCTOBER 1, 2024.**

Mayor Lloyd adjourned the Bethany City Council meeting at 6:53 P.M. until October 1, 2024.

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MAYOR

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CITY CLERK

## BETHANY CITY COUNCIL

**From:** Michael Vaughn, Finance Director  
**Date:** September 26, 2024  
**Subject:** Claims list for the 10/01/2024 City Council Meeting

### GENERAL OPERATIONS FUND

FUND	AMOUNT
General Operations Fund	\$ 83,749.86
Public Safety Fund	\$ -
Capital Improvement Fund	\$ 18,194.50
Federal Grant Fund	\$ 774,950.29
2022A GO Bond	\$ 260,856.96
Municipal Court Fund	\$ -
Cemetery Fund	\$ -
<b>TOTAL</b>	<b>\$ 1,137,751.61</b>

### ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 1,137,751.61
Bethany Public Works Authority	\$ 373,123.70
Bethany Hospital Trust	\$ -
Bethany Development Authority	\$ -
<b>TOTAL</b>	<b>\$ 1,510,875.31</b>

### RECOMMENDATION

1. Approve claims as presented.



FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01.0		MANAGEMENT				
25-51091	10-005084	JAN-PRO CLEANING SYSTEMS	CITY HALL CLEANING	9/2024	INV96148	813.00
25-51775	10-005321	AMAZON CAPITAL SERVICES,	INSTROBE LIGHTS & BARS	9/2024	7852209	29.18
25-51782	10-005321	AMAZON CAPITAL SERVICES,	INFILTER FOR WATER FOUNTAIN	9/2024	3PCL	70.08
25-51171	10-005519	CRAWFORD & ASSOCIATES, P.C.	AUDIT PREP FINANCIALS	9/2024	18972	21,730.97
25-51723	10-005659	GATEHOUSE OKLAHOMAN	BUDGET SUMMARY	9/2024	10565062	91.50
25-51811	10-1	ANGEL A. SILVA SANDOVAL	OSBI REIMBURSEMENT	9/2024	20240325	19.00
25-51822	10-1	JOSE ROMAN	REFERRAL PROGRAM REWARD	9/2024	20240924	100.00
25-51334	10-1068	ONG	MONTHLY SERVICE	9/2024	20240916	162.71
25-51760	10-1196	POSTMASTER	POSTAGE FOR METER	9/2024	25-51760	5,000.00
25-51586	10-1530	THE TRIBUNE	ORDINANCE/RESOLUTION	9/2024	20240913	22.85
25-51766	10-2123	HOME DEPOT CREDIT SVCS	PUSH CODE DOOR KNOB	9/2024	017130/6613511	145.00
25-51285	10-3196	IMAGENET CONSULTING, LLC	PRINTER UP&DOWNSTAIRS	9/2024	INV1035169	199.37
25-51799	10-3331	RUCKER MECHANICAL	UNIT #3 REPAIR	9/2024	98635	335.00
DEPARTMENT TOTAL:						28,718.66
DEPARTMENT: 02.0		FINANCE				
25-51289	10-1749	RK BLACK INC.	PRINTER CS	9/2024	1171088	8.43
DEPARTMENT TOTAL:						8.43
DEPARTMENT: 03.0		COURT				
25-51774	10-005321	AMAZON CAPITAL SERVICES,	INMARSHAL BOOTS	9/2024	7509038	129.95
25-51793	10-005321	AMAZON CAPITAL SERVICES,	INSPEAKERS	9/2024	5697037	19.78
25-51801	10-006101	ALL HOURS LOCKSMITH	BACK DOOR ADJUSTMENT	9/2024	20768	75.00
25-51083	10-0465	OK DEPT OF PUBLIC SAFETY	MONTHLY OLETS	9/2024	LET-016080	80.00
25-51334	10-1068	ONG	MONTHLY SERVICE	9/2024	20240916	52.00
25-51082	10-1749	RK BLACK INC.	MONTHLY COPIER MAINT	9/2024	1171087-13910	75.45
25-51081	10-2274	OZARKA WATER COMPANY	MONTHLY WATER	9/2024	3 INVOICES	32.89
DEPARTMENT TOTAL:						465.07
DEPARTMENT: 05.0		POLICE				
25-51375	10-004996	GOODYEAR COMMERCIAL TIRE &	Fleet Tires	9/2024	255-1030337	654.50
25-51673	10-005072	DEVILLE LAUNDRY	Jail Laundry	9/2024	20240919	138.00
25-51634	10-005156	COX COMMUNICATIONS INC.	Phone Usage	9/2024	20240919	841.89
25-51809	10-005321	AMAZON CAPITAL SERVICES,	INToner for Printers	9/2024	8607428	131.18
25-51762	10-005373	CARD SERVICES/PI	Sam's Cleaning Supplies	9/2024	20240917	146.22
25-51148	10-006044	HOUSE OF MODS LLC	Fleet Maintenance	9/2024	5491	984.55
25-51678	10-006195	GODFREY'S INDOOR SHOOTING	&Cimet Shirt Replacement	9/2024	S196713	55.17
25-51635	10-0465	OK DEPT OF PUBLIC SAFETY	OLETS Monthly	9/2024	LET-015986	549.00
25-51825	10-0919	MAIL DROP	Shipping Shocks	9/2024	92558	31.93
25-51529	10-1063	OG&E	MNTHLY SVC	9/2024	20240914	22.00
25-51334	10-1068	ONG	MONTHLY SERVICE	9/2024	20240916	138.62
25-51826	10-1717	JOHN REID	Reimb for Plate Pay	9/2024	25247942	3.55
25-51444	10-1922	ADAMS WINDOW TINTING LLC	14-09816 Window Tint	9/2024	12697	140.00
25-51276	10-2123	HOME DEPOT CREDIT SVCS	Ceiling Tiles	9/2024	6022679/FCH	179.84
25-51528	10-2362	USA INDUSTRIES OF OK, INC.	200 Patches	9/2024	09D9002	654.00

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 05.0 POLICE						
25-51372	10-2442	SUMNERONE, INC.	3 Copier Lease	9/2024	4018075	142.77
25-51373	10-4090	AT&T MOBILITY	Monthly Firstnet	9/2024	X09192024-	1,662.90
DEPARTMENT TOTAL:						6,476.12
DEPARTMENT: 06.0 FIRE						
25-51687	10-0336	CASCO INDUSTRIES	FF TURNOUT GEAR	9/2024	265795	11,600.00
25-51529	10-1063	OG&E	MNTHLY SVC	9/2024	20240914	118.40
25-51334	10-1068	ONG	MONTHLY SERVICE	9/2024	20240916	353.20
DEPARTMENT TOTAL:						12,071.60
DEPARTMENT: 07.0 COMMUNITY DEV						
25-51285	10-3196	IMAGENET CONSULTING, LLC	PRINTER UP&DOWNSTAIRS	9/2024	INV1035169	84.58
DEPARTMENT TOTAL:						84.58
DEPARTMENT: 08.1 PUBLIC WORKS - ADMIN						
25-51753	10-005321	AMAZON CAPITAL SERVICES,	INLYSEL,BOOTS,PENS,WIPES	9/2024	0977003	12.47
25-51087	10-2442	SUMNERONE, INC.	MONTHLY COPIER MAINTENANC	9/2024	4055567	36.98
DEPARTMENT TOTAL:						49.45
DEPARTMENT: 08.2 PUBLIC WORKS - STREETS						
25-51730	10-004475	BUTTERLY COMPANY, LTD.	CONCRETE TOOLS	9/2024	248198	340.50
25-51534	10-004688	TLS GROUP, INC.	CROSSWALKIN ON WILBURN	9/2024	1146	378.30
25-51566	10-004688	TLS GROUP, INC.	LOCATE 39TH & ASBURY	9/2024	124743*01	780.00
25-51753	10-005321	AMAZON CAPITAL SERVICES,	INLYSEL,BOOTS,PENS,WIPES	9/2024	0977003	19.26
25-51764	10-005321	AMAZON CAPITAL SERVICES,	INRUBBERGLUE,N95,THERMOMETE	9/2024	4756209	15.95
25-51775	10-005321	AMAZON CAPITAL SERVICES,	INSTROBE LIGHTS & BARS	9/2024	7852209	51.99
25-51820	10-005321	AMAZON CAPITAL SERVICES,	INSQUEEGEE,SHOVEL,LADHANGER	9/2024	8507465	50.14
25-51763	10-006081	CH&W COMMERCIAL TIRE, LLC	REAR TIRES UNIT #41	9/2024	GS64544	635.52
25-51818	10-0225	GENUINE PARTS	2 BATTERY UNIT #41	9/2024	070377	278.52
25-51592	10-0591	FRANK BILL'S TRUCKING	50 TONS OF ROCK SALT	9/2024	88106	3,427.88
25-51800	10-0609	BOBCAT OF OKLAHOMA CITY	OIL FILTER UNIT #77	9/2024	P09304	39.18
25-51780	10-0694	HASKELL LEMON CONST CO	4 TONS OF ASPHALT	9/2024	10982	180.80
25-51529	10-1063	OG&E	MNTHLY SVC	9/2024	20240914	16,301.14
25-51731	10-1329	SCHWARZ (BORAL) READY MIX	39TH AND MULLER	9/2024	326314	3,300.00
25-51743	10-1622	WESTLAKE ACE HARDWARE	FOUR SHOVELS	9/2024	3504413	55.96
25-51767	10-1728	CL BOYD COMPANY INC	CUTTING EDGES	9/2024	P44671	791.68
25-51769	10-1728	CL BOYD COMPANY INC	BOLTS FOR FRONT LOADER	9/2024	P44797	80.04
25-51755	10-2123	HOME DEPOT CREDIT SVCS	PLASTIC FOR BRICK DOWNTOW	9/2024	016365/430580	46.98
25-51787	10-2652	OCT EQUIPMENT	BRACKET FOR FORK #23-001	9/2024	PS0538703-1	307.72
DEPARTMENT TOTAL:						27,081.56

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08.4 PUBLIC WORKS - MAINT						
25-51764	10-005321	AMAZON CAPITAL SERVICES,	INRUBBERGLUE,N95,THERMOMETE	9/2024	4756209	15.95
25-51820	10-005321	AMAZON CAPITAL SERVICES,	INSQUEEGEE,SHOVEL,LADHANGER	9/2024	8507465	50.14
25-51714	10-0225	GENUINE PARTS	tire pressure sensors	9/2024	069357	194.14
DEPARTMENT TOTAL:						260.23
DEPARTMENT: 08.5 PUBLIC WORKS - PARKS						
25-51747	10-0006	A WELDORS SUPPLY	WELDING TANK RENTAL	9/2024	268678	24.80
25-51616	10-005005	BRONCO EQUIPMENT RENTAL & SREPAIR	THE BOBCAT MOWER	9/2024	880586-0001	2,570.00
25-51736	10-005321	AMAZON CAPITAL SERVICES,	INVENTILATION FAN	9/2024	4138636	199.99
25-51753	10-005321	AMAZON CAPITAL SERVICES,	INLYSEL,BOOTS,PENS,WIPES	9/2024	0977003	19.26
25-51764	10-005321	AMAZON CAPITAL SERVICES,	INRUBBERGLUE,N95,THERMOMETE	9/2024	4756209	375.85
25-51775	10-005321	AMAZON CAPITAL SERVICES,	INSTROBE LIGHTS & BARS	9/2024	7852209	51.99
25-51820	10-005321	AMAZON CAPITAL SERVICES,	INSQUEEGEE,SHOVEL,LADHANGER	9/2024	8507465	50.14
25-51750	10-005373	CARD SERVICES/P1	SIGNS & FENCE GAURDS	9/2024	80614504721	391.65
25-51713	10-005396	METRO FORD OF OKC	UNIT 51	9/2024	549504	127.18
25-51805	10-005624	RAY ALBRIGHT STEEL PRODUCTS	13 x 16 x 2 FLATSTEELMETA	9/2024	24-6371	27.00
25-51706	10-005721	ECKROAT SEED CO.	HERBICIDE	9/2024	1124405	695.00
25-51765	10-005721	ECKROAT SEED CO.	HERBICIDES	9/2024	1125231	734.00
25-51702	10-0225	GENUINE PARTS	UNIT 41	9/2024	7092-069253	23.99
25-51551	10-0289	CENTRAL NEW HOLLAND, INC.	WEAR PLAT FLAIL MOWER	9/2024	179494	269.84
25-51529	10-1063	OG&E	MNTHLY SVC	9/2024	20240914	462.22
25-51334	10-1068	ONG	MONTHLY SERVICE	9/2024	20240916	44.10
25-51691	10-1329	SCHWARZ (BORAL) READY MIX	6YRDSOFCONCRETEPHASE2DOGP	9/2024	325854	1,072.50
25-51701	10-1329	SCHWARZ (BORAL) READY MIX	4 YARDS FOR DOG PARK	9/2024	325996	660.00
25-51734	10-1329	SCHWARZ (BORAL) READY MIX	CONCRETE FOR DOG PARK	9/2024	326142	330.00
25-51733	10-1622	WESTLAKE ACE HARDWARE	PAINT FOR PICKLE BALL	9/2024	3504408	78.73
25-51756	10-1622	WESTLAKE ACE HARDWARE	BULK FASTENERS FOR SIGNS	9/2024	3504416	31.11
25-51779	10-1622	WESTLAKE ACE HARDWARE	BULKFASTNERS&PLIERS	9/2024	3504424	19.59
25-51791	10-1622	WESTLAKE ACE HARDWARE	grabber PICKUP&MORTATECON	9/2024	3504426	41.98
25-51806	10-1622	WESTLAKE ACE HARDWARE	SILCONE&FOAM/EXHAUSTFAN	9/2024	3504429	29.56
25-51824	10-1622	WESTLAKE ACE HARDWARE	TOOLS FOR PARKS	9/2024	3504433	68.97
25-51786	10-1646	WYLIE SPRAYERS OF OKLAHOM	WIRING HARNESS	9/2024	699695	134.71
DEPARTMENT TOTAL:						8,534.16
FUND TOTAL:						83,749.86

FUND: 031- CAPITAL IMPROVE PROJECTS

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.1		PROJECTS <=\$25,000				
25-51669	10-006072	MORIDGE MANUFACTURING INC.	ZERO TURN MOWER	9/2024	818405	18,194.50
DEPARTMENT TOTAL:						18,194.50
FUND TOTAL:						18,194.50

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		Sewer Project				
25-51406	10-005900	TEIM DESIGN GROUP, PLLC	PENIEL WASTEWATER	9/2024	12893	3,873.00
25-51532	10-006199	BREWER CONSTRUCTION OKLAHOMARPA	PENIEL NW25/32	9/2024	INVOICE #2	336,210.46
DEPARTMENT TOTAL:						340,083.46
DEPARTMENT: 41.0		Well and Wellfield Proj.				
25-51404	10-006170	DIVERSIFIED CONSTRUCTION	OFWELLFIELD PROJECT	9/2024	INVOICE #3	434,866.83
DEPARTMENT TOTAL:						434,866.83
FUND TOTAL:						774,950.29

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	9/2024	INVOICE #6	13,920.92
25-51300	10-005500	TROY D RHODES & COMPANY,	INPROP 3-A ENGINEER	9/2024	04102	75.14
25-51390	10-005900	TEIM DESIGN GROUP, PLLC	PROP 1-F PRE CONSTRUCTION	9/2024	12897	1,969.00
25-51397	10-006153	ALL ROADS PAVING, INC.	PROP 1-F 44TH TO 50TH	9/2024	INVOICE #1	244,891.90
DEPARTMENT TOTAL:						260,856.96
FUND TOTAL:						260,856.96

**CITY OF BETHANY**

From: Michael Vaughn, Finance Director  
Date: 10/1/2024  
Subject: Budget Amendment 25-3

BACKGROUND

The City of Bethany has several ongoing projects, including those accounted for in the Capital Improvement Fund and the 2022A GO Bond Fund. These items were included in the FY 24 budget. When preparing the FY 25 budget, staff estimated the amounts that would be spent in FY 24 and budgeted the remaining funds in FY 25. Several of these projects did not have the estimated expenses in FY 24, and so the FY 25 budgets need to be adjusted accordingly.

No extra funds are being appropriated for these projects, and therefore the estimated ending FY 25 fund balances will remain the same.

RECOMMENDATION

1. Approve Budget Amendment 25-3(attached).

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

ADDITIONAL COMMENTS

**Approval of and authorization to execute Budget Amendment Number BA# 25-3**

**BUDGET AMENDMENT FORM**



**Funds:** CIF/GO BOND  
**Amendment #:** BA# 25-3  
**Fiscal Year:** FY2025

<u>Account #</u>	<u>Account Name</u>	<u>Estimated Revenue</u>		<u>Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
<b>Cap. Improvement Fund</b>					
31-540.0-42024	CRRSAA Rockwell Ave Proj			14,000	
31-540.0-42033	Ron Clark Dog Park			40,000	
	Carryover from Prior Year	54,000			
<b>2022A GO Bond Fund</b>					
045-540.0-4150	Prop 3B Police HQ			149,000	
045-540.0-4160	Animal Shelter Renov.			128,000	
	Carryover from Prior Year	277,000			
	<b>TOTALS</b>	<u>331,000</u>	<u>-</u>	<u>331,000</u>	<u>-</u>

**EXPLANATION: 11 OS Section 17-216 B**

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

Budget Amendment 25-2 carries over unspent balances of project accounts from FY 24 so funds can be spent in FY 25 to complete these projects.

Date & Signature of Mayor: \_\_\_\_\_ x \_\_\_\_\_ Date

Date & Signature of City Manager: \_\_\_\_\_ x \_\_\_\_\_ Date

Date Approved by City Council: October 1, 2024

CIF/GO Bond

Unappropriated Fund Balance Remaining After Amendment: No affect on ending fund balance

CITY OF BETHANY

From: Michael Vaughn, Finance Director  
Date: 10/1/2024  
Subject: Budget Amendment 25-4

BACKGROUND

The City of Bethany's Public Safety Fund records special revenues and related expenditures for Police, Fire and Municipal Court. Balances are carried from year to year, and special revenues are earmarked for specific purposes.

The Police Department has requested that some of these funds be made available for purchases in this fiscal year. The funding would be as follows:

- \$30,599 from the CDS Revolving Account for the pistol replacement program and equipment (fund balance is currently \$30,599).
- \$10,000 from the BPD Tech Fee account for optics for the new pistol program (fund balance is currently \$63,106).
- \$3,043 from the Special Revenue Account for maintenance at the gun range and supplies for the firearms program (fund balance is currently \$3043).

Budget Amendment 25-4 would appropriate monies from the various funds to spend this fiscal year.

RECOMMENDATION

1. Approve Budget Amendment 25-4(attached).



ADDITIONAL COMMENTS

**Approval of and authorization to execute Budget Amendment Number BA# 25-4**

**BUDGET AMENDMENT FORM**



**Funds:** Public Safety Fund  
**Amendment #:** BA# 25-4  
**Fiscal Year:** FY2025

<u>Account #</u>	<u>Account Name</u>	<u>Estimated Revenue</u>		<u>Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
<b>Public Safety Fund</b>					
021-599.0-30602	CDS Rev Acct Share Exp.			30,599	
021-599.0-373	BPD Tech Fee Expense			10,000	
021-599.0-227	PD Special Rev Exp			3,043	
	Carryover from Prior Year	43,642			
	<b>TOTALS</b>	<u>43,642</u>	<u>-</u>	<u>43,642</u>	<u>-</u>

**EXPLANATION: 11 OS Section 17-216 B**

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

Budget Amendment 25-4 carries over unspent balances of special revenue accounts from FY 24 so funds can be spent in FY 25.

**Date & Signature of Mayor:** \_\_\_\_\_ x \_\_\_\_\_ Date

**Date & Signature of City Manager:** \_\_\_\_\_ x \_\_\_\_\_ Date

**Date Approved by City Council: October 1, 2024**

**Unappropriated Fund Balance Remaining After Amendment:** **Public Safety Fund**  
**\$533,555.00**

**Agenda: 10/1/2024**  
**Item: 3 (E)**  
**BPWA Item: 1 (C)**

**CITY OF BETHANY**  
**BETHANY PUBLIC WORKS AUTHORITY**

**From:** Michael Vaughn, Finance Director  
**Date:** 10/1/2024  
**Subject:** Tyler Technology ERP 10 Upgrade Agreement

**BACKGROUND**

The City of Bethany currently uses Tyler Technology's ERP Pro 9 (formerly Incode 9) software for financial accounting, including Utility Billing, Municipal Court and Community Development modules.

Tyler Technology developed an upgraded version of this software called ERP Pro 10, which has been available for several years. It is a cloud-based software that features many improvements over the 9 version. These features would enhance the capabilities of reporting and on-line queries by utility customers. It would also be more user-friendly and intuitive to operate.

The cost to upgrade to the new version is \$68,160 and since there is a one-year lead time to affect the conversion, this amount could be budgeted in the FY 26 budget.

**RECOMMENDATION**

1. Approve the contract with Tyler Technologies for the ERP Pro 10 upgrade, to be budgeted in the FY 26 budget.

**ADDITIONAL COMMENTS**





## SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

### SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the City of Bethany, Oklahoma.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.

- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

## SECTION B – SAAS SERVICES

1. **Rights Granted.** We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
  - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
  - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
  - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
  - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective (“RPO”) of 24 hours and a Recovery Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official

Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

## SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be

liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as you timely pay applicable fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

9.2 provide support during our established support hours;

9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) week's advance notice.

## SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
  - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
  - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
  - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

## SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

## SECTION F – TERM AND TERMINATION

1. Term. This Agreement is binding when signed. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the date we make the SaaS environment available to you, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
  - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
  - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
  - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
  - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

## SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
  - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
  - 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
  - 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.
2. General Indemnification.
    - 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
    - 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.
  3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**
  4. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE**

LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

## SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
  - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
  - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
  - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
  - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.
19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
24. Contract Documents. This Agreement includes the following exhibits:
- |           |  |
|-----------|--|
| Exhibit A | Investment Summary   |
| Exhibit B | Invoicing and Payment Policy<br>Schedule 1: Business Travel Policy |
| Exhibit C | Service Level Agreement<br>Schedule 1: Support Call Process        |

SIGNATURE PAGE FOLLOWS



IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Bethany, Oklahoma

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Address for Notices:  
Tyler Technologies, Inc.  
One Tyler Drive  
Yarmouth, ME 04096  
Attention: Chief Legal Officer

Address for Notices:  
City of Bethany  
6700 NW 36<sup>th</sup> Street  
Bethany, OK 73008-3311  
Attention: \_\_\_\_\_





**Exhibit A**  
**Investment Summary**

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date.

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**Sales Quotation For:**  
City of Bethany  
6700 NW 36th St  
Bethany OK 73008-3311

Quoted BY      Lukas DeBolt  
Quote Expiration      10/31/24  
Quote Name      Flip to Saas

Exhibit A

Tyler Annual Software – Saas	
Description	Annual
<b>ERP Pro</b>	
ERP Pro 9 Financial Management Suite	
Core Financials	\$ 35,193
Fixed Assets	\$ 3,005
Purchase Orders	\$ 6,997
Payroll	\$ 11,728
ERP Pro 9 Customer Relationship Management Suite	
Utility Billing Water/Gas	\$ 29,788
Utility Payment Import Interface	\$ 1,039
Additional Utility Meter-Reader Interface	\$ 915
Cashiering	\$ 9,168
ERP Pro Community Development Suite	
Licensing	\$ 3,654
Permitting	\$ 5,287

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**Tyler Annual Software – Saas**

Description	Annual
Cemetery Records	\$ 2,919
<b>Municipal Justice</b>	
Municipal Justice 9 Suite	
Criminal Case Manager	\$ 4,913
Centralized Cash Collections	\$ 1,936
Citation Issuing Device Third-Party Interface	\$ 404

**TOTAL:** \$ 116,946  
**Term # of Years:** 3

<b>Summary</b>	<b>One Time Fees</b>	<b>Recurring Fees</b>
Total Saas		\$ 116,946
Total Tyler Services		
<b>Summary Total</b>	<b>\$ 0</b>	<b>\$ 116,946</b>
<b>Contract Total</b>	<b>\$ 116,946</b>	

## Comments

Work will be delivered remotely unless otherwise noted in this agreement.

Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

## Core Financials

Core Financials includes general ledger, budget prep, bank recon, accounts payable.

**Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:**

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees are first payable when Tyler makes the software accessible to the Client, and SaaS fees, Hosting fees, and Subscription fees are first payable on the first day of the month following the date this quotation was signed (or if later, the commencement of the agreement's initial term). Any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the agreement.

### **Fees for services included in this sales quotation shall be invoiced as indicated below.**

- Implementation and other professional services fees shall be invoiced as delivered.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, Payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.

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- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual Saas Fees will be invoiced upon availability of the hosted environment.

Any Saas or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's Saas Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ P.O.#: \_\_\_\_\_



## Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing:** We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
  - 2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
  - 2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
  - 2.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
  - 2.4 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
  - 2.5 *Other Fixed Price Services:* Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

- 2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- 2.7 *Web Services*: Annual fees for web services are payable in advance, commencing upon the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
- 2.8 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services set forth in the Investment Summary are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
3. Third Party Products and Hardware.
- 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when we make it available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
- 3.3 *Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
- 3.4 *Hardware Maintenance*: The first year maintenance fee for Hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
- 3.5 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
- 3.6 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party’s then-current rates.
4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.
5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.
6. Preexisting Annual Services Fees and Credit. You are responsible for payment of the then-current annual fees for preexisting annual services until the commencement of the initial SaaS Term, as indicated in Section F(1) of this Agreement. You will receive a credit for any prepaid

fees for preexisting annual services replaced by SaaS services for the time period beginning on the commencement date of the initial SaaS Term through the end of the prepaid annual services term. These services may include, without limitation, annual maintenance and support, Tyler Systems Management, and Tyler Disaster Recovery. Those preexisting services are terminated as of the initial SaaS Term commencement date, as comparable services are included under this SaaS Agreement.

**Payment.** Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting [AR@tylertech.com](mailto:AR@tylertech.com).



**Exhibit B**  
**Schedule 1**  
**Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

## 2. Ground Transportation

### A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

### B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

### C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

### D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

## 3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

#### 4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

##### A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

##### Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

##### Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

##### B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.\*

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



## Exhibit C

# SERVICE LEVEL AGREEMENT

### I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

**II. Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

*Actual Attainment:* The percentage of time the Tyler Software is available during a calendar month, calculated as follows:  $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$ .

*Client Error Incident:* Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

*Downtime:* Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

*Emergency Maintenance Window:* (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

*Planned Downtime:* Downtime that occurs during a Standard or Emergency Maintenance window.

*Service Availability:* The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the live production environment.

*Standard Maintenance:* Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

### III. **Service Availability**

#### a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable month. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

**IV. Maintenance Notifications**

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



## Exhibit C Schedule 1 Support Call Process

### Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users\*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

*\* Channel availability may be limited for certain applications.*

### Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – [www.tylertech.com](http://www.tylertech.com) – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

### Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of



such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

## Incident Handling

### Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

### Incident Priority

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.

<p>3 Medium</p>	<p>Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.</p>	<p>Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.</p>
<p>4 Non-critical</p>	<p>Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.</p>	<p>Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.</p>

\*Response and Resolution Targets may differ by product or business need

#### Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

#### Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

**Agenda: 10/01/2024**  
**Item: 3 (F)**  
**BPWA Item: 1 (D)**

**CITY OF BETHANY**  
**BETHANY PUBLIC WORKS AUTHORITY**

**From:** Michael Vaughn, Finance Director  
**Date:** 10/1/2024  
**Subject:** Tyler Technology ERP 9 Cloud Based Software Agreement

**BACKGROUND**

The City of Bethany currently uses Tyler Technology's ERP Pro 9 (formerly Incode 9) software for financial accounting, including Utility Billing, Municipal Court and Community Development modules. The version of this software that is currently utilized uses on-site servers for data storage.

The City's on-site servers are at capacity and are very obsolete. The feature that allows utility customers to look up their past bills and account details on-line is not operative due to the servers no longer being supported by the Tyler software. The annual cost of licensing and support for this program is \$80,194, subject to annual increases of 4%. We will also need to purchase a new server.

The enclosed agreement with Tyler Technology would be for a cloud-based version of ERP Pro 9, which would eliminate the need for on-site servers for this software. It would also begin the transition to ERP Pro 10, a much-updated version of the software. The annual cost of this version would be \$116,946 and would be locked in for three years. There would be no need for new servers for this software.

There is existing funding in the current year budget for this new version of software.

**RECOMMENDATION**

1. Approve the contract with Tyler Technologies for \$116,946 per year.



**ADDITIONAL COMMENTS**



**Sales Quotation For:**  
City of Bethany  
6700 NW 36th St  
Bethany OK 73008-3311

Quoted BY      Lukas DeBolt  
Quote Expiration      10/31/24  
Quote Name      Version 10 Migration

Tyler Migration Services	
Description	Total
<b>ERP Pro</b>	
<b>ERP Pro 10 Financial Management Suite</b>	
Financial Management Services	\$ 23,280
ACFR Statement Builder	
Core Financials	
Fixed Assets	
Human Resources Management (Includes Position Budgeting)	
Output Director	
Purchasing	
<b>ERP Pro 10 Customer Relationship Management Suite</b>	

Customer Relationship Management Services		\$ 23,760
Additional Handheld Meter-Reader Interface		
Cashiering		
Utility Billing Water/Gas		
Utility Payment Import Interface		
<b>ERP Pro Community Development Suite</b>		
Community Development Services		\$ 1,680
Cemetery Records		
Licensing		
Permitting		
<b>Other Services</b>		
Project Management		\$ 3,000
<b>Municipal Justice</b>		
<b>Municipal Justice 10 Suite</b>		
Court Services		\$ 13,440
Project Management		\$ 3,000
Case Import Interface		
Case Manager		
	<b>Total:</b>	<b>\$ 68,160</b>

<b>Summary</b>	<b>One Time Fees</b>	<b>Recurring Fees</b>
Total Tyler Services	\$ 68,160	
<b>Summary Total</b>	<b>\$ 68,160</b>	<b>\$ 0</b>
<b>Contract Total</b>	<b>\$ 68,160</b>	

## Comments

Work will be delivered remotely unless otherwise noted in this agreement.

SaaS is considered a term of one year unless otherwise indicated.

<b>Cashiering</b>	Cashiering supports credit/debit cards, is PCI Compliant, and includes a cash collection interface and a cashiering receipt import.
<b>Core Financials</b>	Core Financials includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures.
<b>Utility Billing Water/Gas</b>	Utility CIS System includes collections, tax lien process and import, a standard forms pkg., output director and one Utility handheld meter-reader interface.
<b>Utility Payment Import Interface</b>	Utility CIS System includes collections, tax lien process and import, a standard forms pkg., output director and one Utility handheld meter-reader interface.

**Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:**

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees are first payable when Tyler makes the software accessible to the Client, and SaaS fees, Hosting fees, and Subscription fees are first payable on the first day of the month following the date this quotation was signed (or if later, the commencement of the agreement's initial term). Any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the agreement.

**Fees for services included in this sales quotation shall be invoiced as indicated below.**

- Implementation and other professional services fees shall be invoiced as delivered.

- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ P.O.#: \_\_\_\_\_

**BETHANY CITY COUNCIL**

From: Elizabeth Gray, City Manager  
Date: September 26, 2024  
Subject: Notice of Election Resolution for Council Members and Mayor

BACKGROUND

This resolution calls for the City Council to authorize the Oklahoma County Election Board to hold a primary election on February 11, 2025, and a general election on April 1, 2025, in the City of Bethany. This will be for the nomination and election of one council member from each of the four wards and a mayor at large.

This resolution also establishes the filing period for these offices as December 2-4, 2024, and provides Notice of Election.

RECOMMENDATION

1. Approve Resolution No. 1704 as presented.



ADDITIONAL COMMENTS

**RESOLUTION NO. 1704**

**NOTICE OF ELECTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BETHANY, OKLAHOMA, CALLING AND AUTHORIZING THE COUNTY ELECTION BOARD OF OKLAHOMA COUNTY TO HOLD A PRIMARY ELECTION ON *FEBRUARY 11, 2025* AND GENERAL ELECTION ON *APRIL 1, 2025*, IN THE CITY OF BETHANY, OKLAHOMA FOR NOMINATION AND ELECTION OF ONE COUNCILMEMBER FROM EACH OF THE FOUR WARDS AND A MAYOR AT LARGE; ESTABLISHING THE FILING PERIODS FOR THE FILING FOR OFFICE OF COUNCILMEMBER AND MAYOR OF BETHANY, OKLAHOMA AS *DECEMBER 2, 3 AND 4, 2024*; AND PROVIDING FOR NOTICE OF ELECTION.**

WHEREAS, pursuant to the Charter of the City of Bethany, Oklahoma, a primary election for the nomination and election of a Councilmember for one place on the City Council to fill expiring terms for each of the four wards in the City of Bethany, Oklahoma, and nomination and election of Mayor at large is required and shall be held on the *11<sup>th</sup> day of February, 2025*; and, if necessary, a general election to be held on *April 1, 2025*; and,

WHEREAS, the terms of the Councilmembers and Mayor so elected shall be for four (4) years, expiring in *2029*; and,

WHEREAS, it is necessary and expedient to establish the filing period for Councilmember and Mayor and to request the County Election Board to conduct the election.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bethany, Oklahoma, that City Council and Mayor elections be held as hereinafter provided, and that the Oklahoma County Election Board be and they hereby are requested to hold a primary election in the City of Bethany, Oklahoma, for the nomination of a Councilmember from each of the four Bethany wards and for nomination of a Mayor at Large on the *11<sup>th</sup> day of February, 2025*; and if no candidate receives a majority of the votes cast in the ward for Councilmember or Mayor at the primary election, then the Election Board is requested to hold a general election on the *1<sup>st</sup> day of April, 2025*, between the two candidates receiving the highest number of votes for each of said

positions for Councilmember and for the position of Mayor. Said Councilmembers to be elected by ward. The Mayor is to be elected at large by city wide vote. The election will be non-partisan.

BE IT FURTHER RESOLVED that the filing period for the office of Councilmember and Mayor in the City of Bethany shall be the *2<sup>nd</sup> day of December 2024* through the *4<sup>th</sup> day of December 2024*, during regular business hours and days of the Oklahoma County Election Board. A candidate for Councilmember shall be a qualified elector and resident of the ward for which he files for at least one year prior to filing for election. A candidate for Mayor shall, for at least one (1) year prior to filing a declaration of candidacy, be a registered voter and resident of the City. Candidates shall file with the Oklahoma County Election Board, at 4201 North Lincoln Blvd., Oklahoma City, Oklahoma. A \$50.00 filing fee for office of Councilmember and Mayor is required by Section 31.02 of the Bethany Code of Ordinances. A person may not file for both the offices of Mayor and Councilmember for the same election. Any incumbent Councilmember whose term does not expire in the current calendar year shall resign his Council position prior to filing for Mayor. In the event a Councilmember whose term is not expiring in the current calendar year files for Mayor without resigning his Council position, then the Council position shall become vacant immediately upon the Councilmember's filing for Mayor. The provisions of the Bethany Charter shall govern this election insofar as its provisions are different from the provisions of state law applicable to municipal elections. Absentee ballots shall be allowed as provided in the State election laws.

A person filing for office of Councilmember shall file with the Secretary of the Oklahoma County Election Board a sworn statement of candidacy stating the following:

- A. Legal name as desired on ballot;
- B. Street address of residence;
- C. Ward in which candidate resides;
- D. Age;
- E. Office for which he is filing;
- F. Statement that Councilmember candidate has resided in Ward for which he seeks to represent at least one year prior to filing and has been a registered voter for at least one year prior to filing.

A person filing for office of Mayor shall file with the Secretary of the Oklahoma County Election Board a sworn statement of candidacy stating the following:

- A. Legal name as desired on ballot;
- B. Street address of residence;
- C. Age;
- D. Office for which he is filing;
- E. Statement that Mayor candidate has resided in City of Bethany for at least one year prior to filing and has been a registered voter for at least one year prior to filing.

The precinct officials and polling places for said election shall be determined by the County Election Board in the same manner as determined for state and county elections. Precinct #161 will not be opened since there are no Bethany citizens residing therein.

This Resolution shall be published in full and shall serve as notice of the election.

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

This is to certify that the within and foregoing Resolution was duly adopted and approved by the Mayor and City Council of the City of Bethany, Oklahoma, in regular session, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, 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

Published ***IN FULL*** in the The Tribune on the \_\_\_\_ day of \_\_\_\_\_, 2024. (week of \_\_\_\_\_, 2024)

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CITY CLERK

Filed with the Oklahoma County Election Board on \_\_\_\_\_, 2024.

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CITY CLERK

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**Note to City Clerk: This must be filed with County Election Board by 11/15/2024.**

**BETHANY CITY COUNCIL**

From: Elizabeth Gray, City Manager  
Date: September 26, 2024  
Subject: Association of Central Oklahoma Governments (ACOG) Request for Ratification of Amendments to the 1983 Amended Agreement Creating ACOG

BACKGROUND

On May 30, 2024, the ACOG Board of Directors approved amendments to the 1983 Amended Agreement Creating ACOG as recommended by the ACOG Agreement and Bylaws Committee.

The 1983 Amended Agreement Creating ACOG states that it “may be altered, amended, or otherwise modified upon a vote representing more than 50 percent of the total weighted vote of a quorum of the Board of Directors representing a minimum of six (6) entities or more present, at any meeting, provided that such amendment, alteration, or modification shall have to be ratified by a majority of the member governments, and approved by the Attorney General prior to becoming effective.”

Therefore, ACOG is requesting an agenda action item for ratification by the Bethany City Council. A copy of the Revised Agreement (attachment) has the placement of all proposed amendments provided in blue, along with the red strikethroughs of the original language, for your review convenience.

RECOMMENDATION

1. Approve Resolution No. 1705 as presented and authorize the mayor to sign the document on behalf of the City of Bethany.

ADDITIONAL COMMENTS



**RESOLUTION NO. 1705**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BETHANY  
FOR APPROVAL OF MAY 30, 2024, AMENDMENTS TO THE 1983  
AMENDED AGREEMENT CREATING THE ASSOCIATION OF  
CENTRAL OKLAHOMA GOVERNMENTS**

WHEREAS, the 1983 AMENDED AGREEMENT CREATING THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (hereinafter called "Agreement") may be altered, amended, or otherwise modified upon a vote representing more than 50 percent of the total weighted vote of a quorum of the Board of Directors representing a minimum of six (6) entities or more present, at any meeting, provided that such amendment, alteration, or modification shall have to be ratified by a majority of the member governments, and approved by the Attorney General prior to it becoming effective.

WHEREAS, the Agreement with Recommended Amendments, as detailed in the attachment, were approved by the ACOG Board of Directors on May 30, 2024.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City Bethany that it does hereby approve this . day of \_\_\_\_\_ 2024, the Agreement, with said Recommended Amendments being approved by the ACOG Board of Directors on May 30, 2024.

\_\_\_\_\_  
Nikki Lloyd, Mayor

ATTEST:

\_\_\_\_\_  
Michael Vaughn, City Clerk

ATTACHMENT TO RESOLUTION

1983 AMENDED AGREEMENT CREATING THE  
ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS  
WITH RECOMMENDED AMENDMENTS

**REVISED DRAFT**

**ASSOCIATION OF  
CENTRAL OKLAHOMA GOVERNMENTS  
(ACOG)  
AGREEMENT**

**AMENDED - \_\_\_\_\_, 2024**

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~~AMENDMENT~~

~~SECTION I—Duration of Agreement~~

~~(A) The duration of this agreement shall be extended five (5) years from March 31, 1983, as adopted by the Board of Directors on that date.~~

~~Amendment adopted March 31, 1983.~~

**AMENDED AGREEMENT CREATING THE  
ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS**

**PREAMBLE**

WHEREAS the 30th Oklahoma Legislature enacted Title 74, O.S. (1971) § 1001 - 1008a permitting public agencies to enter into agreements with one another for joint or cooperative action pursuant to the provisions of said act; and

WHEREAS, pursuant thereto, it is the purpose and desire of the undersigned public agencies to create a Council of Governments to enable said public agencies to more efficiently use their powers by cooperating with each other on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to a form that will accord best with geographic, economic, population, and other factors influencing the needs and development of said public agencies.

NOW, THEREFORE, the Association of Central Oklahoma Governments is hereby created by agreement of the parties hereto, under the authority of Title 74, O.S. (1971) § 1001 - 1008a, in accordance with the following provisions:

The Agreement ~~For The Organization~~ for the organization of Association of Central Oklahoma Governments, dated June 26, 1966, is hereby amended in its entirety to read as hereinafter provided.

## SECTION I

### Duration of ~~the~~ Agreement and Organization ~~Created Thereby~~

- (A) The duration of ~~this~~ the Agreement ~~shall be~~ and organization per a 1973 amendment was set for five (5) years from the effective date of approval by the appropriate ~~approving officials.~~ governing body making a recommendation of either continuing or ceasing the created organization. In 1983 the Board of Directors amended the Agreement to extend it and the organization another five (5) years from March 31, 1983. Hereafter, as amended, the term of the organization shall be from year to year without the necessity of a formal renewal by the Board of Directors, thereby making the duration of the amended Agreement perpetual.
- (B) The Board of Directors created pursuant to this Agreement shall review the Agreement and the ~~entity~~ organization created ~~annually and make recommendations therefor. The same procedure concerning annual review by the Board of Directors shall be applied to the entity created at the end of the entity's fifth (5<sup>th</sup>) year of existence and recommend continuing or ceasing.~~ at its own discretion and recommend amendments to the membership for ratification, when deemed necessary.
- (C) There is hereby created a third entity (~~organization~~) which shall be separate and apart from the signatory members hereto and shall owe its legal existence to this Agreement. Said entity shall be known as "Association of Central Oklahoma Governments," herein referred to as ACOG, and shall be a separate legal entity for the purposes that are set forth in this Agreement.
- (D) ACOG is a voluntary association with membership open to all units of general local government within the delineated Sub-State Planning Region 8, as established pursuant to Governor's Executive Order of May 21, 1971. ~~Local governments outside of the Sub-State Planning Region 8 that share a mutual boundary with the region may become members of ACOG with the approval of the Board of Directors (refer to membership process below).~~
- (E) ACOG Membership:
- (a) Units of local government may join ACOG by passage of an ordinance, resolution or otherwise, pursuant to law of the governing body of the unit of local government seeking membership and signing of this Agreement. Units of local Government joining ACOG shall be designated as "members."

The various attributes of membership concerning voting, dues and the like are detailed in Sections I and IV of this Agreement. Each respective local unit of government in the ACOG region and adjacent thereto, if approved by the Board, shall select its voting member to the association. They shall select ~~not more than two (2) alternate members~~ at least one (1) alternate member by the same process. ~~Either of~~The alternate members may serve in the absence of the regular selected representative and have all the voting privileges and rights of the regular selected representative and such representative shall be a member of the governing Board of Directors.

Such appointment shall be in writing and shall specify the power or powers delegated thereto and shall be filed with the ACOG Board of Directors, duly signed by the appointing authority. Provided, however, such alternates shall be elected officials from the appropriate local unit of government or public agency.

(b) Board of Directors of ACOG, Creation and Selection:

There is hereby created a Board of Directors of ACOG which shall serve as the governing body of ACOG. Each ~~individual member~~ on the Board of Directors shall be designated as a "Director" and as such, shall have all the attributes of a Director as so stated in Article IV of this agreement.

The Board of Directors shall be selected as follows:

- (1) The Governing Board of each county that is a member of ACOG shall select one (1) member from the Board of County Commissioners who shall be designated as a Director.
- (2) The Governing Board of each member unit of local Government shall select one (1) member from ~~such the~~ respective Governing Board who shall be designated as a Director.

(c) Associate Membership:

All other entities that fall outside of the category of units of local government but are within the definition of Public Agency as defined by the Interlocal Cooperation Act, Title 74 O.S. (1971) § 1001 - 1008a, shall be eligible for "Associate Membership" status in ACOG.

Those entities seeking membership in the Associate Member category shall pay a nominal membership fee, as established by the Board of Directors of ACOG, prior to being allotted membership in ACOG, Annual assessments shall be provided for as determined by the Board of Directors.

(d) Weighted Vote of Board of Directors:

Each Director representing a county member shall have two {2} votes for purposes of weighted voting.

Except as provided above, each Director shall have a weighted vote in accordance with the following schedule:

(1) Each Director representing a total population of less than 75,000 shall have one (1) vote for each 2,500 population or fraction thereof.

(2) Each Director representing a total population of more than 75,000 shall have the votes as provided in (1) above for the first 75,000 population and one (1) additional vote for each additional 7,000 population therein or fraction thereof.

## **SECTION II Functions and Purposes of ACOG**

- (A) The Association of Central Oklahoma Governments is organized as a forum for full and open discussion, study, and resolution of area wide problems of mutual interest and concern to its participating members.
- (B) The paramount function of the Association of Central Oklahoma Governments is to promote and enhance the cooperative identification of common issues, differences, and problems ~~in the physical,~~ of the member governments, while targeting economic, social, and fiscal well-being of the region, its citizens, and business enterprises, and the coordinated resolution and implementation of policy matters and programs of action for the mutual interest of all.
- (C) To the maximum extent feasible, in carrying out the functions of ACOG, utilization of member staff resources is encouraged ~~in order~~ to minimize the duplication of effort, minimize costs, and draw upon the experience and expertise of members ~~in order~~ to promote and strengthen local capability to develop area wide cooperation and continuity.

- (D) The identification and determination of locally perceived issues, problems, and priorities requiring concerted coordinated action of a multi-jurisdictional nature.
- (E) The development and implementation of area wide goals, policies, and programs which provide for and enhance the individual and collective planning and development programs of member entities and the ACOG area.
- (F) To assist member entities with direct professional and technical services when requested and authorized, when such activities are compatible with ACOG's adopted work program and adequate resources are available.
- (G) To function as an Area Wide Coordinating Organization and as a regional clearinghouse for Federal or State Funds or Projects that are required by State or Federal Law or regulations to proceed through some formal review by an organization like ACOG and by virtue of initial certification and maintenance of a continuing, viable program of necessary area wide coordinating activities.
- (H) To perform any such other functions as the Board of Directors shall deem appropriate for ACOG. This shall include action by the Board of Directors on behalf of all or part of the membership to negotiate and consummate contractual agreements of mutual interest to concerned federal, state, and local governments.
- (I) To permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.
- (J) To provide a practical and organized means by which the public agencies within the ACOG area may cooperate and coordinate their activities as set forth herein to achieve maximum benefits and results.
- (K) To provide means and services for coordinating the individual and intergovernmental activities of and within the public agencies for the betterment of the ACOG area.

- (L) As approved by the Board of Directors, ~~and in coordination with the Oklahoma State Planning Agency,~~ to prepare and develop an overall area wide comprehensive development program, and revisions and updating thereof, for long range growth, which programs include, but are not limited to, adequate land use, housing, open space, public utilities, transportation, and economic planning, and contain a specific programs for district cooperation, self-help initiatives, and the strategic investment of public resources, both financial and human.
- (M) To coordinate a program for planning and development ~~in order~~ to improve the physical, economic, social, and environmental conditions in the region.
- (N) To carry out such research, planning, and advisory functions as are required by the Board of Directors.
- (O) To render such non-financial assistance to its member governmental units as is within the scope and range of its activities and purposes.
- (P) To facilitate cooperation and coordination of activities with Federal and State Agencies, as well as Regional Partners, having responsibility for planning and developing natural, human, and physical resources of the region, as well as planning, legislative, or executive authorities of neighboring states, regions, counties, or municipalities.

### SECTION III Board of Directors

The Board of Directors shall be the governing board of ACOG. A quorum as per Section IV (D) of the Board of Directors shall be solely responsible for the specific policies of ACOG, and for the administration of all its funds. It shall have the power to administer all funds and property of ACOG as it deems necessary or appropriate. The Board of Directors of ACOG shall have the power to promulgate and adopt any such Bylaws as deemed appropriate. It shall have the sole power to employ the Executive Director. The Board shall have the authority to rent ~~office space~~ and/or purchase real property for ACOG staff operations, and purchase such services, equipment and/or supplies as may be deemed necessary to conduct the business of ACOG in accordance with the organization's adopted Procurement Policy.

**SECTION IV**  
**Financing of the ~~Entity Created~~ Organization**

The financing of the joint undertaking contemplated by this Agreement and the organization created thereby shall be accomplished in the following manner:

- (A) The financing of the ACOG basic assessment shall be in direct proportion to the total weighted vote of each Director on the Board of Directors, in accordance with Section I. Assessments for other activities shall be determined by the Board of Directors.
- (B) All financing shall be as follows: The budget shall include the required amount of funds needed to operate ACOG for one (1) fiscal year. This amount shall be financed as provided above.
- (C) ~~In April of~~ each year prior to budget and assessment schedule recommendations ~~in May~~, the ACOG staff will submit to the Board of Directors for its adoption, an estimate of population of Sub-State Planning Region 8 and the members of ACOG therein ~~and members adjacent to the region~~, which shall serve, when adopted, as the determination of population for representation and assessment purposes. The ~~larger-most recent~~ numerical population ~~reflected by either the Oklahoma Employment Security Commission's most recent final population projects, or the estimates provided by the U.S. Bureau of the Census Special Count population statistics for each ACOG member shall be used by the ACOG staff in submitting population estimates for adoption. Any change in the weighted vote provisions of Section I (E) (d) hereof necessitated by the above provisions pertaining to population counts shall become effective on the immediately following July 1 of the ~~then~~-current year.~~
- (D) Directors representing ~~in excess of 50%~~ a majority (more than 50 percent) of the total weighted vote of the Board of Directors shall constitute a ~~meeting of the Board of Directors requiring compliance with the Oklahoma Open Meeting Act. Directors representing a majority of the total weighted votes of the Board of Directors and representing a minimum of six (6) member entities present shall constitute a quorum necessary for the~~ transaction of business. ~~A quorum shall consist of twelve (12) entities present.~~
- (E) In transacting the business of the Board of Directors, all questions must receive a minimum vote ~~in excess of 50%~~ of more than 50 percent of the total weighted vote representing six (6) entities or more of the Board of Directors to pass.

- (F) All official votes cast in the conduct of the business of the Board of Directors shall be subject to roll call vote on ~~the~~ request of any Director.
- (G) The Board of Directors shall elect a ~~Chairman, Vice-Chairman and Secretary-Treasurer~~ ~~Secretary/Treasurer~~. The officers of the Board of Directors shall be elected at the regular May meeting of each year. Such officers shall hold office for one-year terms, or until their successors shall be elected and qualified. No officer may succeed himself/herself in more than one consecutive term.
- (H) The Board ~~of Directors may hold its meetings and keep the books of the Board at such place as it may from time to time determine.~~ shall delegate to ACOG the responsibility of keeping correct and complete books and records of accounts, and meeting minutes of the Board of Directors at the principal office of the organization.
- (I) The Board of Directors shall ~~appoint, fix salary of and remove the~~ employ an Executive Director to direct report to the Board of Directors, who shall serve at the pleasure of the Board. The Executive Director's compensation shall be approved by the Board of Directors.
- (J) The Board of Directors shall ~~have sole authority to initiate and review all planning activities, grants and contracts, and shall adopt or approve any study or plans.~~ be responsible for the review, approval, and adoption of regional plans, programs, and initiatives, and of all ACOG policy documents, including but not limited to an annual budget and work plan, strategic/implementation plans, annual work programs, annual independent audit, and personnel policies.
- (K) The Board may establish standing and ad hoc policy and administrative, management, and technical advisory committees as it deems necessary and helpful to the exercise of its responsibilities under this Agreement. ~~These committees shall include but are not limited to the Executive Committee, Nomination Committee, Budget Committee, Building Review Committee, and the Agreement & Bylaws Committee.~~
- (L) The Board may also create and appoint ~~sub-committees from the~~ Directors to sub-committees.
- (M) Should a vacancy occur in the members of the Board of Directors, a successor shall be selected by the original appointing authority or authorities.

- (N) All Directors of the Board of Directors shall serve without compensation, but may be reimbursed for actual expenses incurred in the performance of their official duties upon the approval of such expenses by the Board of Directors.
- (O) The Board of Directors, solely, is through ACOG empowered to receive and expend all grants, gifts, and bequests, specifically including Federal and State funds and other funds available for the purposes for which this organization exists, and to contract with the United States, State of Oklahoma, and all other legal entities with respect thereto.
- (P) Dues are assessed and payable July 1 each year. Voting privileges are forfeited upon non-payment of dues within 120 days of July 1.

## SECTION V

### Meetings of the Board of Directors

- (A) The Board of Directors shall meet monthly, except for the month of July. Written notice of ~~such meetings and the business to be transacted thereat shall be served upon or mailed to each member of the Board at least seven (7) days prior to the meeting.~~ all regular monthly meetings shall be in compliance with the requirements of the Oklahoma Open Meeting Act and provided to each voting member. An agenda shall be required for such meetings. All meetings of the Board of Directors shall be held at the principal ACOG office or at other locations, if deemed necessary, within the ACOG region.
- (B) Special meetings of the Board may be called by the Chair~~man~~person ~~upon three (3) days-notice to each Board member, either by special delivery mail or by telegram.~~ with notice in compliance with the requirements of the Oklahoma Open Meeting Act and delivered as written notice to all voting members. Special meetings shall be called by the Chair~~man~~person ~~in a like manner and on like notice upon the written request upon~~ written demand of five (5) Board members. ~~The notice of all special meetings of the Board shall include a written statement of the purposes of the special meeting and business of such meeting shall be restricted thereto.~~ Only the specific item(s) of business specified in the notice for special meetings shall be conducted at such meeting. Such meetings shall be held at the principal ACOG office or at other locations, if deemed necessary, within the ACOG region.

- (C) All meetings of the Board of Directors of ACOG ~~will be held under the guidance of and pursuant to the public meeting laws of the State of Oklahoma.~~ shall be conducted in compliance with applicable State Law.

## SECTION VI

### Notices

Whenever any notice is required to be given under the provisions of the Agreement to any member, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

## SECTION VII

### Executive Director

The Executive Director shall be the Chief Administrative Officer of ACOG. The powers and duties of the Executive ~~Officer~~ Director are:

- (A) To appoint, supervise, and remove all employees of ACOG.
- (B) Annually to prepare and present a proposed budget and work plan to the Board of Directors and to administer an approved budget and work plan, subject to dictates and powers of the Board of Directors thereof.
- (C) Authorized to sign and execute contracts on behalf of ACOG in accordance with the adopted Procurement Policy.
- (D) Acts for and represents the Board of Directors in all ACOG public engagements and media requests, and shall direct day-to-day operations for the agency.
- (E) To perform such other additional duties as the Board of Directors may require.

## SECTION VIII

### Amendment of Agreement

This Agreement may be altered, amended, or otherwise modified ~~pursuant to a majority-~~ upon a vote representing more than 50 percent of the total weighted vote of a quorum of the Board of Directors representing a minimum of six (6) entities or more present, at any meeting, provided that such amendment, alteration, or modification shall have to be ratified by a majority of the members governments, and approved by the Attorney General prior to it becoming effective.

## **SECTION IX**

### **Dissolution**

- (A) Dissolution of ~~the~~ ACOG shall be affected upon a vote representing ~~in excess of 50%~~ more than 50 percent of the total weighted vote of a quorum of the Board of Directors representing a minimum of six (6) entities or more present, provided that such action shall be ratified by a majority of the member governments and approved by the Attorney General prior to becoming effective.
- (B) Upon dissolution or final liquidation of the ACOG, after discharge or satisfaction of all outstanding obligations and liabilities, the remaining assets, if any, of ACOG shall be distributed to the members in the same proportion to which each member contributed to in the form of dues, assessments to the overall cost of the operations of the ACOG during the fiscal year of such dissolution or final liquidation.

## **SECTION X**

### **Withdrawal of Membership**

Any member may withdraw from the Association by passage of a resolution of its elected governing body terminating its membership under the interlocal agreement establishing ACOG.

## **SECTION XI**

### **Effective Date**

This Agreement shall become effective and final upon approval of the Attorney General of Oklahoma, and other appropriate officials with statutory or constitutional powers over this Agreement, and shall remain in full force and effect until the organization is dissolved under the provisions of Section IX or terminated as herein provided.

## **SECTION XII**

### **Execution**

This Agreement may be executed in multiple counterparts by each unit of local government party hereto, and each such copy shall be executed by the chief elected executive officer of each such member unit of local government, attested and sealed by the clerk thereof, pursuant to the proper adoption and execution of a Resolution of the governing board of the respective units of local government, to which a copy of this Agreement is affixed and of

which it forms a part, and all such multiple counterparts shall together be considered as one and the same Agreement.

## BETHANY CITY COUNCIL

From: Elizabeth A. Gray, City Manager  
Date: September 25, 2024  
Subject: Ward Two Appointment to the Board of Adjustment

### Background

The Bethany Code of Ordinances provides the following concerning the appointment of Board of Adjustment members:

#### **§ 158.085 CREATION AND MEMBERSHIP**

- (A) There is hereby created within and for the city the Board of Adjustment consisting of five members who shall be qualified electors of the city.
- (B) (1) One member shall be appointed for each ward in the city and one member shall be at large. Each ward member shall be appointed for a term of three years by the Council.
- (2) The member at large shall be appointed by the Mayor. They shall serve until their successors are appointed and qualified unless sooner removed for cause upon written complaint and public hearing.
- (3) All vacancies in office shall be filled for the unexpired term.
- (4) Before entering upon the duties of office, each member shall take and subscribe to the oath of office as prescribed by law and ordinance.

(Prior Code, § 13-120) (Ord. 1242, passed 7- -83; Am. Ord. 1974, passed 8-6-19)

#### ***Statutory reference:***

*Creation of board of adjustment, powers and the like, see 11 O.S. §§ 44-101 et seq.*

Ward 2 Board Member Louis Allen's term has expired. Curtis Yates would like your consideration for appointment to the Board of Adjustment to serve a three-year term that would expire in 2027.

### RECOMMENDATION

1. As develops during the meeting.

### ADDITIONAL COMMENTS

Board application attached.



## City of Bethany BOARD APPLICATION FORM

Choose the board or committee you are applying for:

Board of Adjustment       Bethany Economic Development Authority

Planning and Zoning Commission       Other: \_\_\_\_\_

Name: <u>Curtis Yates</u>		In which Ward do you reside: <u>2</u>	
Street Address: <u>[REDACTED]</u>		<u>OK</u> <u>73008</u>	
City: <u>Bethany</u>	State: <u>OK</u>	Zip Code: <u>73008</u>	
Home Phone: _____	Cell Phone: <u>[REDACTED]</u>		
Email Address: <u>[REDACTED]</u>			
Occupation: <u>Contractor</u>			

Serving on a board or commission can be time consuming. Does your schedule allow attendance at regularly scheduled meetings?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If appointed, are you willing to comply with the City of Bethany Conflict of Interest Policy as stated in Section 7.5 (c) of the City Charter?  <i>c) Any member of the Council or any board, commission, or other authority who has a direct personal or private interest in any question before the body of which he is a member shall abstain from voting thereon. Violation of this section shall constitute cause for removal from office for members of any board, commission, or other authority of the City government. Provided, however, a violation of this section shall not affect the validity of any action taken by the City Council or any other board or commission of the City.</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Education and Hobbies		
Level	Certificate / Degree / Major	Name of School
High School	<input checked="" type="checkbox"/>	<u>Abingdon High School, NA</u>
College		
Trade or Business School		
Hobbies: <u>Hunting, Fishing</u>		

**It is suggested that you include a cover letter and resume with your application.**

*I understand that this application does not guarantee an appointment to any board or committee. Appointments are approved by a City Council majority vote and this application is subject to the Open Meeting Act and Open Records Act.*

Signature:       Date: 9/18/24

NOTICE: On Monday, September 16, 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, SEPTEMBER 17, 2024**

**6:30 P.M.**

MEMBERS PRESENT:	Nikki Lloyd	Chairman
	Steve Palmer	Trustee
	Chris Powell	Trustee
	Peter Plank	Trustee
	Brian Magirowsky	Trustee
	Kathy Larsen	Trustee
	Marilyn McPhail	Trustee
	Ken Smart	Trustee
MEMBERS ABSENT:	Jeff Knapp	Vice-Chairman
OTHERS PRESENT:	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	Steve Manek	TEIM Design
	Teresa Bohanan	Public Works Admin. Assistant
	Ray Bohanan	Sanitation Supervisor
	Brendan Summerville	C.D. Associate
	(See Roster)	

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

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

- A. APPROVAL OF MINUTES FROM SEPTEMBER 3, 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: Smart, Plank, Powell, Palmer, McPhail Lloyd, Magirowsky, Larsen. No Votes: None. Motion approved.

**ITEM NO. 2** on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL RATIFYING EXPENDITURES TO KRAPFF REYNOLDS CONSTRUCTION COMPANY FOR EMERGENCY SEWER REPAIRS LOCATED ON MUELLER AVENUE AT NW 40TH STREET FOR THE AMOUNT OF \$104,545.00. (ELIZABETH GRAY, CITY MANAGER**

A motion was made by Trustee Larsen, seconded by Trustee Magirowsky, to approve ratifying expenditures to Krapff Reynolds Construction Company for emergency sewer repairs located on Mueller Ave. at NW 40<sup>th</sup> Street for \$104,545.00. Yes votes: McPhail, Powell, Magirowsky, Larsen, Plank, Smart, Palmer, Lloyd. No votes: None. Motion approved.

**ITEM NO. 3** the agenda was **CONSIDERATION AND POSSIBLE APPROVAL TO GIVE PERMISSION TO TEIM DESIGN TO ADVERTISE FOR BIDS FOR THE PENIEL AVENUE SANITARY SEWER LIFT STATION AND PIPE BURSTING IMPROVEMENTS FOR AMERICAN RESCUE PLAN ACT (ARPA) GRANT PROJECT. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Trustee Larsen, seconded by Trustee Magirowsky to approve permission for Teim Design to advertise for bids for Peniel Avenue Sanitary Sewer Lift Station and Pipe Bursting Improvements for American Rescue Plan Act Grant Project. Yes votes: Plank, Smart, McPhail, Powell, Lloyd, Magirowsky, Larsen, Palmer. No votes: None. Motion approved.

**ITEM NO. 4** 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 OCTOBER 1, 2024.**

Chairman Lloyd adjourned the Bethany Public Works Authority meeting at 6:54 P.M. until October 1, 2024.

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CHAIRMAN

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SECRETARY

## BETHANY PUBLIC WORKS AUTHORITY

**From:** Michael Vaughn, Finance Director  
**Date:** September 26, 2024  
**Subject:** Claims list for the 10/01/2024 Bethany Public Works Authority Meeting

### BETHANY PUBLIC WORKS AUTHORITY

FUND	AMOUNT
Bethany Public Works Authority	\$ 373,123.70
<b>TOTAL</b>	<b>\$ 373,123.70</b>

### ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 1,137,751.61
Bethany Public Works Authority	\$ 373,123.70
Bethany Hospital Trust	\$ -
Bethany Development Authority	\$ -
<b>TOTAL</b>	<b>\$ 1,510,875.31</b>

### RECOMMENDATION

1. Approve claims as presented.



FUND: 056- BETHANY PUBLIC WORKS AUTH

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 02.0 FINANCE						
25-51290	10-005702	TPS TECHNICAL PROGRAMMING	WATER BILL PRINTING SVC	9/2024	118859	2,656.90
25-51289	10-1749	RK BLACK INC.	PRINTER CS	9/2024	1171088	25.29
DEPARTMENT TOTAL:						2,682.19
DEPARTMENT: 08.1 PUBLIC WORKS - ADMIN						
25-51698	10-3042	ACCURATE ENVIRONMENTAL	REQ TESTING FOR ODEQ	9/2024	GI05062	736.00
DEPARTMENT TOTAL:						736.00
DEPARTMENT: 08.3 PUBLIC WORKS - SANIT						
25-51753	10-005321	AMAZON CAPITAL SERVICES,	INLYSEL,BOOTS,PENS,WIPES	9/2024	0977003	33.22
25-51764	10-005321	AMAZON CAPITAL SERVICES,	INRUBBERGLUE,N95,THERMOMETE	9/2024	4756209	15.95
25-51775	10-005321	AMAZON CAPITAL SERVICES,	INSTROBE LIGHTS & BARS	9/2024	7852209	14.64
25-51820	10-005321	AMAZON CAPITAL SERVICES,	INSQUEEGEE,SHOVEL,LADHANGER	9/2024	8507465	50.14
25-51636	10-005350	FORCE PERSONNEL	TEMP FOR HELP FOR SANT	9/2024	79536	1,861.49
25-51421	10-006081	CH&W COMMERCIAL TIRE, LLC	60 SANITATION RECAPS	9/2024	GS64509	1,600.00
25-51739	10-0812	J & R EQUIPMENT LLC	PIN FOR CYLINDER #95	9/2024	01W6113	1,114.15
25-51771	10-0812	J & R EQUIPMENT LLC	TIPPERS ARMS & SPRINGS	9/2024	01P19560	454.03
25-51071	10-4208	OKLAHOMA CITY TREASURY	1ST QUARTER HAZARDOUS FEE	9/2024	100824	1,303.50
DEPARTMENT TOTAL:						6,447.12
DEPARTMENT: 08.4 PUBLIC WORKS - MAINT						
25-51714	10-0225	GENUINE PARTS	tire pressure sensors	9/2024	069357	194.14
DEPARTMENT TOTAL:						194.14
DEPARTMENT: 12.0 UTILITY - WATER PLANT						
25-51777	10-004725	RUCKER ELECTRIC INCORPORATE	INSTAL NEWMOTERSTARTER	9/2024	14354	700.13
25-51778	10-004725	RUCKER ELECTRIC INCORPORATE	INSTALL DISCONNECT	9/2024	14362	1,114.74
25-51753	10-005321	AMAZON CAPITAL SERVICES,	INLYSEL,BOOTS,PENS,WIPES	9/2024	0977003	91.25
25-51757	10-005321	AMAZON CAPITAL SERVICES,	INBEAKERS,SHOPTOWELS,PAPER	9/2024	9907473	213.84
25-51764	10-005321	AMAZON CAPITAL SERVICES,	INRUBBERGLUE,N95,THERMOMETE	9/2024	4756209	15.95
25-51794	10-005321	AMAZON CAPITAL SERVICES,	INFILTERS FOR AC	9/2024	9054633	169.32
25-51732	10-005707	INDUSTRIAL WELDING & TOOL	S10 TONS OF C02	9/2024	38811798	5,025.00
25-51563	10-0091	BRENNTAG SOUTHWEST INC	4200 GALLONS OF BLEACH	9/2024	BSW574991	8,783.19
25-51749	10-0669	HACH COMPANY	LAB CHEMICALS & SUPPLIES	9/2024	14188223	2,568.71
25-51529	10-1063	OG&E	MNTHLY SVC	9/2024	20240914	22,631.83
25-51503	10-1128	OK CITY WATER UTILITIES	TRCROSSTIES	9/2024	20240910	24,167.13
25-51573	10-2143	WARREN CAT	VACTRON	9/2024	B6996701	2,107.17
25-51698	10-3042	ACCURATE ENVIRONMENTAL	REQ TESTING FOR ODEQ	9/2024	GI04065	600.00
25-51810	10-3042	ACCURATE ENVIRONMENTAL	PFATESTINGFOROFFLINWELL	9/2024	GF25136	5,050.00
25-51675	10-3919	MISSISSIPPI LIME	25 TONS OF LIME	9/2024	1745390	9,843.75
25-51677	10-3919	MISSISSIPPI LIME	25 TONS OF LIME	9/2024	1746567	9,883.13
DEPARTMENT TOTAL:						92,965.14

FUND: 056- BETHANY PUBLIC WORKS AUTH

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 12.1 UTILITY - WATER LINE						
25-51753	10-005321	AMAZON CAPITAL SERVICES,	INLYSEL,BOOTS,PENS,WIPES	9/2024	0977003	147.24
25-51757	10-005321	AMAZON CAPITAL SERVICES,	INBEAKERS,SHOPTOWELS,PAPER	9/2024	9907473	41.57
25-51717	10-2123	HOME DEPOT CREDIT SVCS	CONCRETE TOOLS	9/2024	010124/3010513	379.68
25-51618	10-2557	CORE & MAIN LP	COPPER PIPE	9/2024	V519865	2,390.20
25-51640	10-2557	CORE & MAIN LP	SMART METER ANTENNA	9/2024	V538668	180.00
25-51671	10-2557	CORE & MAIN LP	5 ONE INCH SMART METERS	9/2024	V566505	2,250.00
25-51781	10-2660	ODEQ WATER QUALITY DIV	JOSH BOATMAN	9/2024	24060190484	93.00
25-51284	10-4090	AT&T MOBILITY	METER READER/ ON CALL	9/2024	09192024-	267.16
DEPARTMENT TOTAL:						5,748.85
DEPARTMENT: 12.2 UTILITY - SEWER						
25-51753	10-005321	AMAZON CAPITAL SERVICES,	INLYSEL,BOOTS,PENS,WIPES	9/2024	0977003	19.27
25-51764	10-005321	AMAZON CAPITAL SERVICES,	INRUBBERGLUE,N95,THERMOMETE	9/2024	4756209	28.54
25-51703	10-005906	WILLCO SEPTIC INC.	VAC TRUCK-25TH/PENIEL	9/2024	51703	2,380.00
25-51759	10-0225	GENUINE PARTS	BATTERY FOR UNIT	9/2024	7092-069765	110.94
25-51529	10-1063	OG&E	MNTHLY SVC	9/2024	20240914	3,504.43
25-51708	10-1066	OKLAHOMA CONTRACTOR'S SUPPL	4 INCH CLAMP SEWER PIPE	9/2024	0381481-IN	281.40
25-51333	10-1785	BETHANY-WARR ACRES PWA	SEWER PROCESSING	9/2024	AUG 2024	162,305.87
25-51781	10-2660	ODEQ WATER QUALITY DIV	JOSH BOATMAN	9/2024	24060190484	93.00
25-51821	10-3245	KRAPFF REYNOLDS CONST CO	6400 NW 31ST TERR	9/2024	6400 NW 31ST TER.	92,575.00
25-51284	10-4090	AT&T MOBILITY	METER READER/ ON CALL	9/2024	09192024-	51.81
DEPARTMENT TOTAL:						261,350.26
DEPARTMENT: 97.0 DEBT SERVICE						
25-51797	10-3436	BANCFIRST	2013 BOND FEES	9/2024	5004831	3,000.00
DEPARTMENT TOTAL:						3,000.00
FUND TOTAL:						373,123.70
GRAND TOTAL:						1,510,875.31

**BETHANY PUBLIC WORKS AUTHORITY**

From: Michael Vaughn, Finance Director  
Date: 10/1/2024  
Subject: OWRB Loan Payment

BACKGROUND

The Bethany Public Works Authority currently has a loan with the Oklahoma Water Resources Board (OWRB) for \$9,890,000 for water system improvements. Bethany pays a monthly amount to BancFirst as trustee, who in turn remits the semi-annual loan payment to OWRB.

The first three monthly payments have been made in the amount of \$50,898 per month (amount calculated by OWRB). The next monthly payment will be due October 15<sup>th</sup>, and OWRB has not completed its calculation of the next monthly payments. They have indicated that they will not make that calculation in time to include the October payment on the claims list.

Staff requests that the Trustees approve a payment in advance so we are not late on the October 15<sup>th</sup> payment. Although the loans amortization schedule would indicate that the monthly amounts should be lower, staff is requesting a “not to exceed” amount of \$55,000, just in case the next round of payments are higher than expected.

RECOMMENDATION

1. Approve a loan payment to BancFirst not to exceed \$55,000.



ADDITIONAL COMMENTS

NOTICE: On Monday, September 16, 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, SEPTEMBER 17, 2024**

**6:30 P.M.**

MEMBERS PRESENT:	Nikki Lloyd	Chairman
	Steve Palmer	Trustee
	Chris Powell	Trustee
	Peter Plank	Trustee
	Brian Magirowsky	Trustee
	Kathy Larsen	Trustee
	Marilyn McPhail	Trustee
	Ken Smart	Trustee
MEMBERS ABSENT:	Jeff Knapp	Vice-Chairman
OTHERS PRESENT:	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	Steve Manek	TEIM Design
	Teresa Bohanan	Public Works Admin. Assistant
	Ray Bohanan	Sanitation Supervisor
	Brendan Summerville	C.D. Associate
	(See Roster)	

Chairman Lloyd called the Bethany Hospital Trust meeting to order at 6:54 P.M.

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

- A. APPROVAL OF MINUTES FROM SEPTEMBER 3, 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: Smart,

Magirowsky, Larsen, Plank, Palmer, Powell, 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 OCTOBER 1, 2024**.

Chairman Lloyd adjourned the Bethany Hospital Trust meeting at 6:55 P.M. until October 1, 2024.

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CHAIRMAN

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SECRETARY

## BETHANY HOSPITAL TRUST

**From:** Michael Vaughn, Finance Director  
**Date:** September 26, 2024  
**Subject:** Claims list for the 10/01/2024 Bethany Hospital Trust Meeting

### BETHANY HOSPITAL TRUST

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

### ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 1,137,751.61
Bethany Public Works Authority	\$ 373,123.70
Bethany Hospital Trust	\$ -
Bethany Development Authority	\$ -
<b>TOTAL</b>	<b>\$ 1,510,875.31</b>

### RECOMMENDATION

1. Approve claims as presented.



NOTICE: On Thursday, September 16, 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, SEPTEMBER 17, 2024**

**6:30 P.M.**

MEMBERS PRESENT:	Nikki Lloyd	Chairman
	Steve Palmer	Trustee
	Chris Powell	Trustee
	Peter Plank	Trustee
	Brian Magirowsky	Trustee
	Kathy Larsen	Trustee
	Marilyn McPhail	Trustee
	Ken Smart	Trustee
MEMBERS ABSENT:	Jeff Knapp	Vice-Chairman
OTHERS PRESENT:	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	Steve Manek	TEIM Design
	Teresa Bohanan	Public Works Admin. Assistant
	Ray Bohanan	Sanitation Supervisor
	Brendan Summerville	C.D. Associate
	(See Roster)	

Chairman Lloyd called the Bethany Development Authority meeting to order at 6:55 P.M.

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

- A. APPROVAL OF MINUTES FROM SEPTEMBER 3, 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 Larsen, seconded by Trustee Plank

to approve the Consent Docket as presented. Yes votes: Smart, Lloyd, Magirowsky, Plank, Larsen, McPhail, Powell, Palmer. No votes: None. Motion passed.

**ITEM NO. 2** on the agenda was **NEW BUSINESS (AS DEFINED BY THE OKLAHOMA OPEN MEETING ACT § 311 (A) (9) AS "MATTERS NOT KNOWN ABOUT OR WHICH COULD NOT HAVE REASONABLY BEEN FORESEEN PRIOR TO THE TIME OF POSTING THE AGENDA")**.

None

**ITEM NO. 3** on the agenda was **ADJOURN UNTIL OCTOBER 1, 2024**.

Chairman Lloyd adjourned the Bethany Development Authority meeting at 6:55 P.M. until October 1, 2024.

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CHAIRMAN

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SECRETARY

## BETHANY DEVELOPMENT AUTHORITY

**From:** Michael Vaughn, Finance Director  
**Date:** September 26, 2024  
**Subject:** Claims list for the 10/01/2024 Bethany Development Authority Meeting

### BETHANY DEVELOPMENT AUTHORITY

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

### ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 1,137,751.61
Bethany Public Works Authority	\$ 373,123.70
Bethany Hospital Trust	\$ -
Bethany Development Authority	\$ -
<b>TOTAL</b>	<b>\$ 1,510,875.31</b>

### RECOMMENDATION

1. Approve claims as presented.

