
On Thursday, October 10, 2024, at or before 4:59 p.m., the agenda was posted at the front doors of City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: cityofbethany.org. The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

AGENDA

BETHANY CITY COUNCIL

TUESDAY, OCTOBER 15, 2024
6:30 P.M.

BETHANY CITY HALL
6700 NW 36TH ST
BETHANY, OKLAHOMA



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

1. Call to Order
2. Invocation and Flag Salute
3. Consent Docket:
 - A. Approval of Minutes from the October 1, 2024, Regular Meeting.
 - B. Approval of Claims: These claims have been found to be in order by staff and proper as to form and procedure and are recommended for payment. A copy of the Claims List is included in the agenda packet.
4. Mayoral Certificate of Recognition for Louie Allen for his service on the Bethany Planning and Zoning Commission and Board of Adjustment.
5. Mayoral Certificate of Recognition for Charles Snyder for his service on the Bethany Planning and Zoning Commission.
6. Mayoral Certificate of Recognition for Kent Lynn for his service on the Bethany Planning and Zoning Commission.

7. Mayoral Certificate of Recognition for State Representative Tammy West, Vice-mayor Jeff Knapp, and City Manager Elizabeth Gray for being named to the 2024 NextGen 55 over 55 Winners List of Inspiring Oklahomans.
8. 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.)*
9. Consideration and possible approval of American Rescue Plan Act (ARPA) Subrecipient Agreement between the Board of Oklahoma County Commissioners and the City of Bethany for distribution of \$100,000 grant funds and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
10. Consideration and possible approval of Engineering Design Contract with TEIM Design for design of CDBG waterline replacement project located between NW 36th and NW 32nd, and Holloway and Mueller for an amount of \$49,500 and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
11. Consideration and possible approval of Change Order No. 1 to the Construction Contract with C4L LLC for General Obligation Bond Proposition 2-A, 2-B, 2-C, 2-D, and 2-F and transfer from the Capital Improvement Fund in the amount of \$19,530.00 and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
12. Consideration and possible approval of Change Order No. 4 and Amendment No. 4 to the Construction Contract with Southwest Water Works LLC for ARPA Water Meter Automation Improvements in a deduction amount of \$108,635.40 for a new contract price of \$2,270,903.97 and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
13. Consideration and possible approval of the purchase of a used 2021 Dodge Durango patrol vehicle from the Kansas Highway Patrol for \$31,000.00. *(Elizabeth Gray, City Manager)*
14. Consideration and possible action regarding recommendations from the Traffic Committee on sidewalk construction partnership opportunities with Southern Nazarene University and Bethany Public Schools. *(Elizabeth Gray, City Manager)*
15. Consideration and possible approval to appoint Jennifer Berg Edmonson from Ward 4 to the Planning and Zoning Commission for a three-year term to expire in 2027. *(Brian Magirowsky, Council Member)*
16. **EXECUTIVE SESSION:** Confidential communications between City Council, City Attorney and attorney with McAfee Taft, pursuant to 25 O.S. § 307 (B) (4) concerning an election to opt-out of settlements involving TYCO and BASF pending in the United

States District Court of South Carolina, Case MDL NO. 2873, for discussion of litigation on behalf of the City of Bethany against manufacturers of Aqueous Film-Foaming Foam and other “forever” chemicals for contamination of water under advice of City Attorney that disclosure will seriously impair the ability of the City Council to conduct litigation in the public interest. *(Ray Jones, City Attorney)*

- A. Enter Executive Session.
- B. Exit Executive Session.

17. **EXECUTIVE SESSION** to discuss the performance evaluation and possible consideration of contract with City Manager, Elizabeth Gray, pursuant to the clause in Section 5 of the Employment Agreement approved on September 15, 2020. Title 25 O.S. Section 307.B (1) of the Oklahoma Open Meeting Act. *(Elizabeth Gray, City Manager)*

- A. Enter Executive Session
- B. Exit Executive Session

18. Possible action on election to opt-out of settlements involving TYCO and BASF. *(Ray Jones, City Attorney)*

19. Consideration and possible action following executive session regarding City Manager Contract with Elizabeth Gray. *(Elizabeth Gray, City Manager)*

20. 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”).*

21. City Attorney’s Report.

22. City Manager’s Report.

- A. Financial Report.

23. Mayor and Council Members Comments and Suggestions.

24. Adjourn until November 5, 2024.

BETHANY PUBLIC WORKS AUTHORITY

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2. Consideration and possible approval of Engineering Design Contract with TEIM Design for design of CDBG waterline replacement project located between NW 36th and NW 32nd, and Holloway and Mueller for an amount of \$49,500 and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
 3. Consideration and possible approval of Change Order No. 4 and Amendment No. 4 to the Construction Contract with Southwest Water Works LLC for ARPA Water Meter Automation Improvements in a deduction amount of \$108,635.40 for a new contract price of \$2,270,903.97 and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
 4. New Business *(As defined by the Oklahoma Open Meeting Act § 311 (A) (9) as “matters not known about or which could not have reasonably been foreseen prior to the time of posting the agenda”).*
 5. Adjourn until November 5, 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 November 5, 2024.

BETHANY DEVELOPMENT AUTHORITY

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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 November 5, 2024.

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

NOTICE: On Thursday, 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. 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, OCTOBER 1, 2024

6:30 P.M.

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

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 Council Member Plank.

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

- A. APPROVAL OF MINUTES FROM 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 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.**

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

ITEM NO. 4 on the agenda WAS 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)

A motion was made by Council Member Palmer, seconded by Council Member Magirowsky to approve the Eagle Scout project to be placed at the Fire Station. Yes votes: Lloyd, Magirowsky, Knapp, Larsen, Plank, Palmer, McPhail, and Powell. No votes: None. Motion approved.

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

Deanie Brown - 4800 N Peniel Ave – newsletter, request of Council Member's name

ITEM NO. 6 on the agenda was 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)

A motion was made by Council Member Larsen, seconded by Council Member Magirowsky to approve Resolution No. 1704 as presented. Yes votes: Lloyd, Magirowsky, Knapp, Larsen, Plank, Palmer, McPhail, and Powell. No votes: None. Motion approved.

ITEM NO. 7 the agenda was **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)**

A motion was made by Council Member Larsen, seconded by Council Member Magirowsky to approve Resolution No. 1705 as presented. Yes votes: Lloyd, Magirowsky, Knapp, Larsen, Plank, Palmer, McPhail, and Powell. No votes: None. Motion approved.

ITEM NO. 8 on the agenda **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)**

A motion was made by Council Member Palmer, seconded by Council Member McPhail to the appointment of Curtis Yates to the Board of Adjustment. Yes votes: Magirowsky, Knapp, Plank, Palmer, McPhail, and Powell. No votes: None. Abstain: Lloyd and Larsen. Motion approved.

ITEM NO. 9 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.

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

Council entered into Executive Session at 6:50 p.m.

B. EXIT FROM EXECUTIVE SESSION.

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

Council exited Executive Session at 7:10 p.m.

ITEM NO. 10 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. 11 on the agenda was the **CITY ATTORNEY’S REPORT.**

City Attorney Jones gave a report.

ITEM NO. 12 on the agenda was the **CITY MANAGER’S REPORT.**

City Manager Gray gave a report.

ITEM NO. 13 on the agenda was **COUNCIL MEMBERS’ ANNOUNCEMENTS, COMMENTS, AND PROPOSALS.**

Each Council Member was given the opportunity to comment.

ITEM NO. 14 on the agenda was **ADJOURN UNTIL OCTOBER 15, 2024.**

Mayor Lloyd adjourned the Bethany City Council meeting at 7:22 P.M. until October 15, 2024.

MAYOR

CITY CLERK

BETHANY CITY COUNCIL

From: Michael Vaughn, Finance Director
Date: October 10, 2024
Subject: Claims list for the 10/15/2024 City Council Meeting

GENERAL OPERATIONS FUND

FUND	AMOUNT
General Operations Fund	\$ 104,089.90
Public Safety Fund	\$ 1,393.82
Capital Improvement Fund	\$ 25,479.39
Federal Grant Fund	\$ 14,669.32
2022A GO Bond	\$ 253,466.87
Municipal Court Fund	\$ 10,826.86
Cemetery Fund	\$ -
TOTAL	\$ 409,926.16

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 409,926.16
Bethany Public Works Authority	\$ 255,312.68
Bethany Hospital Trust	\$ -
Bethany Development Authority	\$ -
TOTAL	\$ 665,238.84

RECOMMENDATION

1. Approve claims as presented.



FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A		NON-DEPARTMENTAL				
25-51874	10-005216	PERDUE BRANDON FIELDER	COLLSEPT 2024 COLLECTION RPT	10/2024	SEPT COLLECTIONS	1,599.25
DEPARTMENT TOTAL:						1,599.25
DEPARTMENT: 01.0		MANAGEMENT				
25-51169	10-004660	MOTHER NATURE'S INC.	PEST/GOPHER	10/2024	1492217	120.00
25-51091	10-005084	JAN-PRO CLEANING SYSTEMS	CITY HALL CLEANING	10/2024	111530	813.00
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES, INTERNET	10/2024	20240930	1,446.21
25-51876	10-005321	AMAZON CAPITAL SERVICES,	INPLANNER / TABLE COVERS	10/2024	6841808	71.34
25-51287	10-005373	CARD SERVICES/PI	MICROSOFT BUSINESS 41	10/2024	E0300TY78K	512.50
25-51288	10-005373	CARD SERVICES/PI	MICROSOFT AZURE 76 LICENS	10/2024	E0300TYK10	456.00
25-51663	10-005703	FLOOR-TECH JANITORIAL	TPAPER, PTOWELS, STRASHBAGS	10/2024	5918	277.20
25-51758	10-005703	FLOOR-TECH JANITORIAL	55GALBAGS&PAPERTOWELS	10/2024	5917	122.00
25-51153	10-005851	LYTLE, SOULE' & FELTY, P.C.	CONTRACT ATTORNEY SVC.	10/2024	306177	5,000.00
25-51154	10-005851	LYTLE, SOULE' & FELTY, P.C.	OUTSIDE CONTRACT SVC.	10/2024	306180	3,496.50
25-51839	10-006186	EARNHEART CRESCENT, LLC	5000UNLEAD3000DIDIESEL	10/2024	6098	110.04
25-51892	10-006205	GRAFTEC COMMUNICATIONS INC.	POLE BANNERS	10/2024	46070	504.00
25-51938	10-1	MARCELO QUILLEN, JR	OSBI REIMBURSEMENT	10/2024	20241008	19.00
25-51858	10-1085	OKLAHOMA MUNICIPAL ASSURANC	QTRLY AUTO LIABILITY	10/2024	1ST QUARTER	1,201.63
25-51357	10-2274	OZARKA WATER COMPANY	MONTHLY RENTAL/WATER	10/2024	37862851	42.89
25-51572	10-2448	MARGARET MCMORROW-LOVE	ATTORNEY SVC.	10/2024	20241001	272.00
25-51170	10-3196	IMAGENET CONSULTING, LLC	MANAGED IT	10/2024	INV1053292	7,777.50
DEPARTMENT TOTAL:						22,241.81
DEPARTMENT: 02.0		FINANCE				
25-51849	10-005321	AMAZON CAPITAL SERVICES,	INBATTERY BACKUP, OFFICE	10/2024	5646605	70.75
25-51858	10-1085	OKLAHOMA MUNICIPAL ASSURANC	QTRLY AUTO LIABILITY	10/2024	1ST QUARTER	379.12
DEPARTMENT TOTAL:						449.87
DEPARTMENT: 03.0		COURT				
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES, INTERNET	10/2024	20240930	437.35
25-51682	10-006123	CHRISTOPHER T. STEIN	PROSECUTOR	10/2024	240915	1,683.00
25-51681	10-006144	ROBERT BLACK, PLLC	PROSECUTOR	10/2024	012	2,035.00
25-51865	10-1069	OKLAHOMA MUNICIPAL LEAGUE	JUDGE'S FALL CONFERENCE	10/2024	200004883	200.00
25-51858	10-1085	OKLAHOMA MUNICIPAL ASSURANC	QTRLY AUTO LIABILITY	10/2024	1ST QUARTER	650.50
25-51081	10-2274	OZARKA WATER COMPANY	MONTHLY WATER	10/2024	1020873,37862852Q	25.44
25-51076	10-3342	JANI-KING OF OKLAHOMA, INC.	JANITORIAL MONTHLY	10/2024	OKC10240235	640.66
DEPARTMENT TOTAL:						5,671.95

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 04.0		ENGINEERING				
25-51400	10-005900	TEIM DESIGN GROUP, PLLC	CONTRACT	10/2024	12904	10,016.50
DEPARTMENT TOTAL:						10,016.50
DEPARTMENT: 05.0		POLICE				
25-51933	10-004459	AXON ENTERPRISE, INC.	Yearly Payment	10/2024	INUS284930	5,838.00
25-51122	10-004660	MOTHER NATURE'S INC.	Monthly Pest Control	10/2024	1492216	60.00
25-51523	10-004789	TRADS, INC	TransUnion Usage Monthly	10/2024	SEPT 2024-	75.00
25-51352	10-004912	DIGI GROUP	Copier Usage and Rent	10/2024	IN29901	140.52
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES,INTERNET	10/2024	20240930	680.28
25-51634	10-005156	COX COMMUNICATIONS INC.	Phone Usage	10/2024	20241009	1,323.62
25-51641	10-005180	DAVID J. FLENER	Reimbursement for TPK	10/2024	24621880	7.45
25-51859	10-005321	AMAZON CAPITAL SERVICES, IN	Keyboards & Folders	10/2024	1732263	591.15
25-51908	10-005321	AMAZON CAPITAL SERVICES, IN	EVIDENCE ROOM	10/2024	3056269	217.79
25-51878	10-005373	CARD SERVICES/P1	Duty Equipment	10/2024	181436	267.94
25-51889	10-005373	CARD SERVICES/P1	JANITORIAL SUPPLIES	10/2024	20241002	376.84
25-51891	10-005373	CARD SERVICES/P1	WATER COOLERS	10/2024	20241003-	556.78
25-51929	10-005373	CARD SERVICES/P1	Kansas TPK	10/2024	20240808-	1.34
25-51155	10-005634	INNOVATIVE SECURITY OF OKLA	Monthly Monitoring Fee	10/2024	709274	22.95
25-51527	10-005850	ABC CLINIC	Spay & Neuter Monthly	10/2024	0048	1,805.00
25-51148	10-006044	HOUSE OF MODS LLC	Fleet Maintenance	10/2024	5506	1,752.57
25-51839	10-006186	EARNHEART CRESCENT, LLC	5000UNLEAD3000DIDIESEL	10/2024	6098	6,162.29
25-51281	10-006195	GODFREY'S INDOOR SHOOTING	&Uniform Ngu	10/2024	S189719	1,184.80
25-51282	10-006195	GODFREY'S INDOOR SHOOTING	&Uniform C. Lee	10/2024	S189714	1,184.80
25-51283	10-006195	GODFREY'S INDOOR SHOOTING	&Uniform D. Lee	10/2024	S189716	1,261.65
25-51382	10-006195	GODFREY'S INDOOR SHOOTING	&Carrier for Vest	10/2024	S193510	260.85
25-51930	10-1	Randy Spohn	Reimbursement fo Parts	10/2024	20240923	19.26
25-51334	10-1068	ONG	MONTHLY SERVICE	10/2024	20240918	327.15
25-51858	10-1085	OKLAHOMA MUNICIPAL ASSURANC	QTRLY AUTO LIABILITY	10/2024	1ST QUARTER	8,758.88
25-51928	10-1196	POSTMASTER	PO Box 1340	10/2024	25-51928	364.00
25-51855	10-1509	TOM'S SPEEDY LOCK & KEY SER	EVIDENCE LOCKER KEYS	10/2024	70254	250.00
25-51860	10-2081	LYNN PEAVEY COMPANY	Meth Test Kits	10/2024	412993	319.15
25-51524	10-2274	OZARKA WATER COMPANY	Firing Range Water	10/2024	1019077	13.99
25-51525	10-2274	OZARKA WATER COMPANY	Animal Shelter Water	10/2024	1019542	9.99
25-51142	10-3342	JANI-KING OF OKLAHOMA, INC.	PD Cleaning	10/2024	OKC10240111	1,924.66
25-51792	10-3415	SPECIAL-OPS UNIFORMS, INC.	Holloway Pants	10/2024	352456	165.98
25-51848	10-3415	SPECIAL-OPS UNIFORMS, INC.	Lt. Plumb SWAT Uniforms	10/2024	352565	149.58
25-51374	10-4090	AT&T MOBILITY	Ethernet Line Monthly	10/2024	202409	1,047.80
25-51124	10-4388	ISG TECHNOLOGY, LLC	Monthy Security	10/2024	ISG357622	1,466.50
25-51847	10-4388	ISG TECHNOLOGY, LLC	Apply SSL	10/2024	ISG357416	382.50
DEPARTMENT TOTAL:						38,971.06

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 06.0 FIRE						
25-51704	10-004578	ALERT-ALL CORPORATION	FIRE PREVENTION HANDOUTS	10/2024	224090327	2,695.00
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES,INTERNET	10/2024	20240930	692.93
25-51795	10-005739	INKLING DESIGNS LLC	UNIFORM TEE SHIRT ORDER	10/2024	31614	762.00
25-51839	10-006186	EARNHEART CRESCENT, LLC	5000UNLEAD3000DIDIESEL	10/2024	6098	1,234.07
25-51334	10-1068	ONG	MONTHLY SERVICE	10/2024	20240918	192.59
25-51858	10-1085	OKLAHOMA MUNICIPAL ASSURANCQTRLY AUTO LIABILITY		10/2024	1ST QUARTER	3,353.56
25-51831	10-1622	WESTLAKE ACE HARDWARE	SMALL DOOR HINGES	10/2024	3504436	83.94
25-51835	10-4090	AT&T MOBILITY	MOBILE DATA	10/2024	25-51835	168.16
25-51893	10-4251	SAM'S CLUB DIRECT FD	RETIREEES MEETING SUPPLIES	10/2024	20241003	191.99
DEPARTMENT TOTAL:						9,374.24
DEPARTMENT: 07.0 COMMUNITY DEV						
25-51386	10-005689	CHALLENGER LANDSCAPING AND ABATEMENTS		10/2024	5211 N DAWSON-2ND	75.00
25-51538	10-005689	CHALLENGER LANDSCAPING AND FOR ABATEMENTS		10/2024	7219 NW 43	400.00
25-51684	10-005984	CENTRAL OKLAHOMA STORM WATEMEMBERSHIP DUES		10/2024	247	1,200.00
25-51839	10-006186	EARNHEART CRESCENT, LLC	5000UNLEAD3000DIDIESEL	10/2024	6098	550.20
25-51939	10-1	BRENDAN SUMMERVILLE	REFERRAL REWARD PROGRAM	10/2024	20241015	100.00
25-51858	10-1085	OKLAHOMA MUNICIPAL ASSURANCQTRLY AUTO LIABILITY		10/2024	1ST QUARTER	964.38
25-51773	10-1530	THE TRIBUNE	PUBLICATION	10/2024	20240927	80.75
25-51827	10-2703	OKLAHOMA BODY WORKS INC	2023 Chev deductible	10/2024	25553	500.00
25-51715	10-3348	COUNTY CLERK OKLA COUNTY	LIEN/RELEASE	10/2024	25-51715	18.00
25-51724	10-3348	COUNTY CLERK OKLA COUNTY	LIEN/RELEASE	10/2024	25-51724	36.00
DEPARTMENT TOTAL:						3,924.33
DEPARTMENT: 08.1 PUBLIC WORKS - ADMIN						
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES,INTERNET	10/2024	20240930	453.92
25-51901	10-005321	AMAZON CAPITAL SERVICES, INBINDER, DRYEARSE, NOZZELS		10/2024	1278634	17.92
25-51852	10-0883	LOCKE SUPPLY CO.	HANDLEFORTOILETINPWOFFICE	10/2024	53677194-00	11.24
25-51858	10-1085	OKLAHOMA MUNICIPAL ASSURANCQTRLY AUTO LIABILITY		10/2024	1ST QUARTER	211.40
DEPARTMENT TOTAL:						694.48

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08.2 PUBLIC WORKS - STREETS						
25-51568	10-004600	AIR COMPRESSOR SUPPLY INC.	DX & POSSIBLE REPAIR	10/2024	1-020617	260.00
25-51088	10-004688	TLS GROUP, INC.	MAINTAGREEMENTSIGNALIZATI	10/2024	1024-1807	480.00
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES,INTERNET	10/2024	20240930	450.77
25-51839	10-006186	EARNHEART CRESCENT, LLC	5000UNLEAD3000DIDIESEL	10/2024	6098	2,114.40
25-51864	10-0225	GENUINE PARTS	TOGGLE SWITCH&TOUCH PAINT	10/2024	7092-070614	7.46
25-51877	10-0812	J & R EQUIPMENT LLC	800UP/DOWN OUTRIGGR CYLDR	10/2024	01W6183	2,015.42
25-51880	10-0812	J & R EQUIPMENT LLC	HYDRO HOSE FOR UNIT #801	10/2024	01W6184	46.31
25-51816	10-0933	MAXWELL SUPPLY	SILT FENCE	10/2024	181627	150.70
25-51858	10-1085	OKLAHOMA MUNICIPAL ASSURANC	QTRLY AUTO LIABILITY	10/2024	1ST QUARTER	1,380.25
25-51833	10-1245	RAM PRODUCTS INC	55 GALLON OF DETERGENT	10/2024	52402	96.50
25-51842	10-1622	WESTLAKE ACE HARDWARE	DRILL BITS & SCREWS	10/2024	3504439	36.27
25-51937	10-4352	MCBRIDE CLINIC	DRUG SCREENS	10/2024	44890	32.00
DEPARTMENT TOTAL:						7,070.08
DEPARTMENT: 08.4 PUBLIC WORKS - MAINT						
25-51839	10-006186	EARNHEART CRESCENT, LLC	5000UNLEAD3000DIDIESEL	10/2024	6098	385.14
25-51858	10-1085	OKLAHOMA MUNICIPAL ASSURANC	QTRLY AUTO LIABILITY	10/2024	1ST QUARTER	123.22
25-51833	10-1245	RAM PRODUCTS INC	55 GALLON OF DETERGENT	10/2024	52402	96.50
DEPARTMENT TOTAL:						604.86
DEPARTMENT: 08.5 PUBLIC WORKS - PARKS						
25-51747	10-0006	A WELDORS SUPPLY	WELDING TANK RENTAL	10/2024	269067	24.00
25-51844	10-004725	RUCKER ELECTRIC INCORPORATE	HOOX EXHAUST FAN IN PARKS	10/2024	14368	748.40
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES,INTERNET	10/2024	20240930	29.22
25-51758	10-005703	FLOOR-TECH JANITORIAL	55GALBAGS&PAPERTOWELS	10/2024	5917	66.25
25-51839	10-006186	EARNHEART CRESCENT, LLC	5000UNLEAD3000DIDIESEL	10/2024	6098	1,345.65
25-51864	10-0225	GENUINE PARTS	TOGGLE SWITCH&TOUCH PAINT	10/2024	7092-070614	27.56
25-51858	10-1085	OKLAHOMA MUNICIPAL ASSURANC	QTRLY AUTO LIABILITY	10/2024	1ST QUARTER	1,118.90
25-51833	10-1245	RAM PRODUCTS INC	55 GALLON OF DETERGENT	10/2024	52402	96.50
25-51861	10-1622	WESTLAKE ACE HARDWARE	SCREW DRIVER SET	10/2024	3504444	14.99
DEPARTMENT TOTAL:						3,471.47
FUND TOTAL:						104,089.90

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 99.0		NON-DEPARTMENTAL				
25-51907	10-005321	AMAZON CAPITAL SERVICES, INPOWER SUPPLY		10/2024	0554639	124.93
25-51712	10-006202	POWER PRODUCTS UNLIMITED, L2 way radios		10/2024	0545876-IN	1,268.89
DEPARTMENT TOTAL:						1,393.82
FUND TOTAL:						1,393.82

FUND: 031- CAPITAL IMPROVE PROJECTS

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		PROJECTS >\$25,000				
25-51402	10-005900	TEIM DESIGN GROUP, PLLC	25TH/SHANNON LIFT	10/2024	12902	1,507.52
25-51642	10-3977	AMERICAN FENCE COMPANY,	INCFENCING MATERIALS DOGPARK	10/2024	12421	23,971.87
DEPARTMENT TOTAL:						25,479.39
FUND TOTAL:						25,479.39

FUND: 035- FEDERAL GRANT FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		Sewer Project				
25-51935	10-005900	TEIM DESIGN GROUP, PLLC	PASS THRU	10/2024	12905-	1,062.82
DEPARTMENT TOTAL:						1,062.82
DEPARTMENT: 41.0		Well and Wellfield Proj.				
25-51403	10-005900	TEIM DESIGN GROUP, PLLC	WELLFIED PROJECT	10/2024	12901	13,606.50
DEPARTMENT TOTAL:						13,606.50
FUND TOTAL:						14,669.32

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		Projects				
25-51390	10-005900	TEIM DESIGN GROUP, PLLC	PROP 1-F PRE CONSTRUCTION	10/2024	12899	256.50
25-51391	10-005900	TEIM DESIGN GROUP, PLLC	PROP 1-G PRE CONSTRUCTION	10/2024	12900	626.50
25-51541	10-005900	TEIM DESIGN GROUP, PLLC	PROP 1A-H INSPECTION	10/2024	12903	6,347.16
25-51936	10-005900	TEIM DESIGN GROUP, PLLC	PASS THRU E,F,G TESTS	10/2024	12903--24-9-000201	2,297.85
25-51370	10-005932	LIPPERT BROTHERS, INC.	PROP 3-A-FIRE DEPT.	10/2024	PAY APP #10	110,567.84
25-51397	10-006153	ALL ROADS PAVING, INC.	PROP 1-F 44TH TO 50TH	10/2024	INVOICE NO. 2	133,371.02
DEPARTMENT TOTAL:						253,466.87
FUND TOTAL:						253,466.87

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A		NON-DEPARTMENTAL				
25-51871	10-1869	CLEET	SEPT 2024 CLEET REPORT	10/2024	SEPT 2024	3,678.27
25-51872	10-1970	OSBI	SEPT 2024 AFIS REPORT	10/2024	SEPT 2024-	3,631.39
25-51873	10-1970	OSBI	SEPT 2024 FORENSIC RPT	10/2024	SEPT 2024*	3,492.20
25-51875	10-4235	OKLA BUREAU OF NARCOTICS	SEPT 2024 OBN REPORT	10/2024	SEPT 2024	25.00
DEPARTMENT TOTAL:						10,826.86
FUND TOTAL:						10,826.86
GRAND TOTAL:						665,238.84

CITY OF BETHANY

From: Michael Vaughn, Finance Director
Date: 10/15/2024
Subject: Agreement with Oklahoma County Commissioners for distribution of ARPA funds

BACKGROUND

The City of Bethany applied for a \$100,000 ARPA grant from Oklahoma County for a project to provide 300 feet of sidewalk and 11 new water meters on 34th street to provide access to the All-Abilities handicapped accessible playground, Ok Human Services bus, Alzheimer's support group, Infant Crisis Van, Library, YMCA, Seniors and Law Training, Livestrong cancer program, Fitness Classes, Police Department and municipal services.

The grant has been approved and the City is required to execute the attached agreement before funds can be disbursed.

RECOMMENDATION

1. Approve the contract with the Oklahoma County Commissioners for the \$100,000 ARPA grant.

ADDITIONAL COMMENTS



ARPA SUBRECIPIENT AGREEMENT

BOARD OF OKLAHOMA COUNTY COMMISSIONERS

And

The City of Bethany

THIS AGREEMENT is made and entered into by and between the Board of Oklahoma County Commissioners, herein referred to as COUNTY, and THE CITY OF BETHANY, herein referred to as SUBRECIPIENT, for the provision of ARPA funding for facilities managed by the SUBRECIPIENT.

WHEREAS, the American Rescue Plan Act (ARPA) was signed into law on March 11, 2021; and

WHEREAS, the American Rescue Plan Act establishes a Coronavirus State and Local Fiscal Recovery Fund (SLFRF) which allocates \$350 billion for state, local, and Tribal governments; and

WHEREAS, Oklahoma County accepted \$154 million American Rescue Plan Act funding from the United States Department of the Treasury; and

WHEREAS, this agreement is consistent with American Rescue Plan Act guidelines as laid out in the Final Rule which took effect on April 1, 2022; and

WHEREAS, the SUBRECIPIENT requests and the COUNTY agrees to provide funding to the SUBRECIPIENT for eligible expenditures under the American Rescue Plan Act; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Term:** The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Subrecipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2026.
2. **Sub-awarding:** For the purposes of this Agreement, the COUNTY serves as the pass-through entity for a Federal award and the SUBRECIPIENT serves as the recipient of a sub-award. This agreement is entered into based on the following representations:
 - a. The SUBRECIPIENT represents that it is fully qualified and eligible to receive these funds per the funding requirements;

- b. The COUNTY received these funds from the federal government, and the COUNTY has the authority to sub-grant these funds to the SUBRECIPIENT upon the terms and conditions outlined below; and
- c. The COUNTY has authority to disburse the funds under this agreement.

The COUNTY agrees to provide financial assistance to the SUBRECIPIENT in an amount not to exceed \$100,000.00.

The SUBRECIPIENT must use this financial assistance for expenses eligible under 603(c)(1) of the Social Security Act, specifically the Coronavirus State and Local Fiscal Recovery Fund (CSLFRF) to mitigate financial hardships incurred because of COVID-19 during the Term.

These funds must be spent in accordance with the guidance on the United States Treasury's website <https://home.treasury.gov/policy-issues/coronavirus/assistance-forstate-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>.

SUBRECIPIENTS are responsible for ensuring that any procurement using CSLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, and Appendix II to Part 200, as applicable.

SUBRECIPIENT is required to review the United States Treasury's website for updates to ensure compliance with the most updated CSLFRF guidance.

3. **COUNTY Responsibilities:** The COUNTY will assume the following duties and responsibilities:
 - a. Follow established processes for reviewing eligibility of all projects receiving American Rescue Plan Act State and Local Fiscal Recovery Funds
 - b. Transfer funding to SUBRECIPIENT upon approval by COUNTY Board of County Commissioners and Budget Board
 - c. Submit reporting on SUBRECIPIENT projects to US Treasury, pending receipt of reporting information from SUBRECIPIENT
4. **SUBRECIPIENT Representatives:** Elizabeth Gray
5. **SUBRECIPIENT Responsibilities:** The SUBRECIPIENT will assume the following duties and responsibilities:
 - a. Submit desired projects for consideration per process established by the County Policy and Governance Committee; However, the COUNTY'S provisional determination that an expenditure is eligible does not relieve the SUBRECIPIENT of its duty to repay the COUNTY for any expenditures that are later determined by the COUNTY or the Federal government to be ineligible. further acknowledges that the CSLFRF funding may be utilized only for the uses authorized by American Rescue Plan Act. Accordingly, SUBRECIPIENT covenants that the use of the CSLFRF funding by SUBRECIPIENT pursuant to this Agreement is limited to only those uses for which the CSLFRF funding may be utilized under American Rescue Plan Act.
 - b. Comply with 2 CFR 200 (Uniform Guidance) for accounting standards and cost principles

- c. Comply with all STATE, COUNTY and 2 CFR 200 laws/rules related to procurement, including COUNTY and 2 CFR 200 standards relating to conflict of interest
 - d. Provide COUNTY with reporting information on ARPA-related projects as detailed in Reporting section below.
 - e. For capital expenditures, provide written justification as required by the U.S. Treasury's Final Rule.
 - f. For any vendors or subcontractors used by the SUBRECIPIENT, the SUBRECIPIENT must ensure that the vendor or subcontractor adhere to State, County and 2 CFR 200 procurement laws and include any contract language designated by the County.
 - g. COUNTY shall not be liable to any vendor, supplier or subcontractor for any expenses or liabilities incurred in connection with any Project and SUBRECIPIENT shall be solely liable for such expenses and liabilities.
6. **Enforcement:** SUBRECIPIENT certifies that the information provided is complete, accurate, and current demonstrating SUBRECIPIENT'S eligibility to receive the Funds. SUBRECIPIENT is liable for recapture of Funds if any representation made in the reimbursement requests, reporting or supporting documentation is at any time false or misleading in any respect, or if SUBRECIPIENT is found in non-compliance with laws, rules or regulations governing the use of the Funds provided pursuant to this Agreement. This Section shall survive the termination of this Agreement.
7. **Recapture of Expenses:** Funds provided by the COUNTY to the SUBRECIPIENT under this agreement are subject to recapture by the COUNTY under the following conditions:
 - a. Any funds that are not expended as authorized under this agreement must be refunded to the COUNTY prior to December 31, 2026.
 - b. Any funds that are not expended by December 31, 2026 are subject to recapture by the COUNTY for return to the United States Department of the Treasury
 - c. The COUNTY'S determination that an expenditure is eligible does not relieve the SUBRECIPIENT of its duty to repay the COUNTY in full for any expenditures that are later determined by the COUNTY or the Federal Government, in each of its sole discretion, to be ineligible expenditures or the discovery of a duplication of benefits.
 - d. The SUBRECIPIENT has responsibility for identifying and recovering grant funds that were expended in error, disallowed, or unused. The SUBRECIPIENT will also report all suspected fraud to the county.
8. **Subrecipient Monitoring:** The SUBRECIPIENT agrees to permit representatives of the COUNTY, the Federal or State government to inspect all records, papers, documents, facilities' goods and services of the SUBRECIPIENT and/or interview any clients, employees, and contractors of the SUBRECIPIENT to be assured of satisfactory performance of the terms and conditions of this contract to the extent permitted by the

law after giving the SUBRECIPIENT reasonable notice. SUBRECIPIENT will rectify noted deficiencies and provide COUNTY with a reasonable and acceptable justification for not correcting noted shortcomings. SUBRECIPIENT'S failure to correct or justify the deficiencies within the time specified by the COUNTY may result in termination of this agreement.

9. **Audit and Record Retention:** The SUBRECIPIENT shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by the COUNTY or its designees, the State Auditor, and the US Treasury as outlined in 2 CFR 200. If it is determined during the course of the audit that the RECIPIENT was provided funds for unallowable costs under this Agreement or any, the RECIPIENT agrees to promptly reimburse the COUNTY for such payments upon request. The SUBRECIPIENT must maintain records and financial documents in compliance with all standards in the ARPA CSLFRF guidance and 2 CFR 200.

Generally, records and financial documents must be maintained for five years after all funds have been expended or returned. The COUNTY or Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. SUBRECIPIENT must agree to provide or make available such records to the COUNTY upon request, to Treasury upon request, and to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations. The COUNTY may access the SUBRECIPIENT records and financial statements as necessary to conduct monitoring activities.

10. **Reporting:** In order to ensure compliance with the existing ARPA guidelines set forth by the US Treasury, the SUBRECIPIENT shall provide on a quarterly basis to the COUNTY a comprehensive and detailed list of all ARPA-related expenditures on an itemized invoice, and shall also provide any backup documentation to support such expenditures. The SUBRECIPIENT will additionally provide performance updates for all programs to demonstrate that the programs are meeting key performance indicators.

Specifically, the SUBRECIPIENT will provide documentation to the County by January 1, April 1, July 1, and October 1 of each year of the award.

This includes collection of all statistical information as required by the federal government which among other items, may include the following:

- Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced
- Brief description of how a recipient's response is related and reasonably proportional to a public health or negative economic impact of COVID-19
- Does this project include a capital expenditure?
- Total expected capital expenditure, including pre-development costs, if applicable
- Type of capital expenditure, based on the following enumerated uses (Collection began in July 2022):
 - COVID-19 testing sites and laboratories, and acquisition of related equipment
 - COVID-19 vaccination sites
 - Medical facilities generally dedicated to COVID-19 treatment and mitigation (e.g., emergency rooms, intensive care units, telemedicine capabilities for

COVID-19 related treatment)

- Temporary medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs
- Acquisition of equipment for COVID-19 prevention and treatment, including ventilators, ambulances, and other medical or emergency services equipment
- Emergency operations centers and acquisition of emergency response equipment
- Installation and improvement of ventilation systems in congregate settings, health facilities, or other public facilities
- Public health data systems, including technology infrastructure
- Adaptations to congregate living facilities, including skilled nursing facilities, other long-term care facilities, incarceration settings, homeless shelters, residential foster care facilities, residential behavioral health treatment, and other group living facilities, as well as public facilities and schools (excluding construction of new facilities for the purpose of mitigating spread of COVID-19 in the facility)
- Mitigation measures in small businesses, nonprofits, and impacted industries
- Behavioral health facilities and equipment (e.g., inpatient or outpatient mental health or substance use treatment facilities, crisis centers, diversion centers)
- Technology and equipment to allow law enforcement to efficiently and effectively respond to the rise in gun violence resulting from the pandemic
- Affordable housing, supportive housing, or recovery housing development
- Food banks and other facilities primarily dedicated to addressing food insecurity
- Transitional shelters (e.g., temporary residences for people experiencing homelessness)
- Devices and equipment that assist households in accessing the internet (e.g., tablets, computers, or routers)
- Childcare, daycare, and early learning facilities
- Job and workforce training centers
- Improvements to existing facilities to remediate lead contaminants (e.g., removal of lead paint)
- Medical equipment and facilities designed to address disparities in public health outcomes (includes primary care clinics, hospitals, or integrations of health services into other settings)
- Parks, green spaces, recreational facilities, sidewalks, pedestrian safety features like crosswalks, streetlights, neighborhood cleanup, and other projects to revitalize public spaces
- Rehabilitations, renovation, remediation, cleanup, or conversions of vacant or abandoned properties
- Schools and other educational facilities or equipment to address educational disparities
- Technology and tools to effectively develop, execute, and evaluate government programs
- Technology infrastructure to adapt government operations to the pandemic (e.g., video-conferencing software, improvements to case management systems or data sharing resources), reduce government backlogs, or meet increased maintenance needs
- Number of households receiving eviction prevention services (including legal representation)
- Number of affordable housing units preserved or developed

The City of Bethany has also elected to track the following KPIs to measure the outcomes and outputs of the project:

- Number of homes that have new sidewalk installed across their street frontage.
- Number of new water meters installed to accurately provide drinking water.

11. **Single Audit Requirements.** SUBRECIPIENT agrees to comply with Single Audit Requirements. This includes ensuring expenses paid for with ERA2 monies met the requirements of Section 501 of Title V of Division N of the Consolidated Appropriations Act, 2021, supporting documentation is appropriate, proper approvals are present, and reimbursements of expenditures are not duplicated across other competing grants.
12. **Closeout:** SUBRECIPIENT will comply will all closeout procedures of the awards, to include full compliance with the agreement terms and conditions, ARPA, SLFRF rule and guidance, and 2 CFR 200. Key tasks will be closeout communications, confirmation for maintenance of records and financial documents, receipt of all final reimbursement requests or payment requests, receipt of all financial reports and performance reports, fulfillment of any requests to reconcile reports and payment requests. The retention period per SLFRF compliance and reporting is 5 years.
13. **Termination:** The COUNTY may terminate this Agreement, for convenience or otherwise and for no consideration or damages, upon prior notice to the SUBRECIPIENT.
14. **Denial of Disbarment.** SUBRECIPIENT agrees and herein attests to the fact that neither it nor any of its agents or agencies are currently or have previously been subject to a federal disbarment, suspension or exclusion from federal contracts.
15. **Anti-Lobbying.** SUBRECIPIENT agrees that it or any agent or agency thereof, will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352.
16. **Indemnification:** The SUBRECIPIENT agrees to defend, indemnify, and hold the COUNTY, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the SUBRECIPIENT, its officers, directors, employees, and/or agents relating to the SUBRECIPIENT's performance or failure to perform under this Agreement. This section shall survive the expiration or termination of this Agreement.
17. **Remedies:** The COUNTY may exercise any other rights or remedies, which may be available under law. If the COUNTY waives any right or remedy in this Agreement or fails to insist on strict performance by the SUBRECIPIENT, it will not affect, extend or waive any other right or remedy of the COUNTY, or affect the later exercise of the same right or remedy by the COUNTY for any other default by the SUBRECIPIENT.
18. **Equal Opportunity:** SUBRECIPIENT shall comply with the requirements of all applicable federal, state and local laws, rules, regulations, ordinances and executive orders prohibiting and/or relating to discrimination, as amended and supplemented. All of the aforementioned laws,

rules, regulations, and executive orders are incorporated herein by reference.

19. **Survivability:** Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

20. **Modifications:** This writing embodies the entire agreement and understanding between the parties hereto and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby. This Agreement may only be amended or extended by a written instrument executed by the COUNTY.

21. **Entire Agreement:** It is understood and agreed that the entire agreement of the Parties is contained in this Agreement, which supersedes all oral agreements, negotiations, and previous agreements between the Parties relating to the subject matter of this Agreement. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by the Parties, except as otherwise specifically provided in this Agreement.

IN WITNESS WHEREOF, the SUBRECIPIENT and the COUNTY respectively, have caused this Agreement to be executed by their duly authorized representatives.

SUBRECIPIENT

The City of Bethany

Date: _____

BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY

CHAIRMAN

ATTESTED BY: COUNTY CLERK

[COUNTY CLERK]

ATTACHMENT A: RISK-BASED SUBRECIPIENT MONITORING

This recipient is **Low RISK**

- i. All standard processes, as outlined in the Final Rule, are permitted.
- ii. **Random sampling of expenditures** for supporting documentation/detail should be conducted at least once per year.
- iii. Agency must send reminders to the entity of federal single audit requirements.
 - i. **If the Agency subaward to the entity is \$750,000 or more, subrecipient must complete a federal single audit** and Agency is responsible for confirming the entity completes a federal single audit. If the entity does not complete the federal single audit, they are in violation of federal compliance requirements and corrective action must be taken.
 - ii. **If Agency subaward to the entity is less than \$750,000**, Agency should still notify the entity of the requirement as the \$750,000 threshold is a cumulative of all federal funds an entity receives during the entity's fiscal year. Agency must verify if an entity is required to perform a federal single audit by checking the total of federal awards made to an entity through www.usaspending.gov. Corrective action is needed if the federal single audit threshold is met but the entity has not completed a federal single audit.

ATTACHMENT B1: 30011 PROJECT DETAILS

Project: 34th Street Healthy Living and Active Community

Description: Access to healthy programs through new sidewalk construction to connect a disadvantaged neighborhood to social programs and safer walkability opportunities. This sidewalk will provide access to the All-Abilities handicapped accessible playground, Ok Human Services bus, Alzheimer's support group, Infant Crisis Van, Library, YMCA, Seniors and Law Training, Livestrong cancer program, Fitness Classes, Police Department and municipal services. New water meters under these sidewalks will provide safe water access for this underserved population. This grant will provide 300 feet of sidewalk and 11 new water meters to this impoverished community and will improve their quality of life, activity levels, mental health by active living, and access to numerous social services. Water quality and accessibility will be greatly improved as well through new technologically advanced meters.

Expense Type: Capital Expense

Amount: \$ 100,000.00

ATTACHMENT B2: PROJECT MILESTONES

Expenditure Timeline				
			Expected Progress	Spending (\$ Amount)
2024	Q1			
	Q2			
	Q3			
	Q4			
2025	Q1		Design started	15,000.00
	Q2		Design completed	2,500.00
	Q3		Construction started and completed - construction inspection	82,500.00
	Q4			
2026	Q1			
	Q2			
	Q3			
	Q4			

ATTACHMENT B3: BUDGET

High Level Budget				
	Category	Description	Dollar Amount (\$)	Notes
	Project Name	NW 34th Street Strong Healthy Community Improvements		
Operational Expenses	Personnel Salaries and Wages	<i>Program directors and assistant directors, teachers, support staff, career or success coaches, translators, workforce development specialists, accessibility specialists, tutors, etc.</i>	\$ -	
	Personnel Fringe Benefits	<i>Employer-paid portions of FICA; Employee insurance and retirement plans; Unemployment and workers' compensation insurance; professional development</i>	\$ -	
	Supplies	<i>Curriculum materials / kits; program supplies</i>	\$ -	
	Advertising and Outreach	<i>Print and digital advertising (e.g. fliers, yard signs, billboards, websites, radio ads, etc.)</i>	\$ -	
	Rent	<i>Cost of rent</i>	\$ -	
	Maintenance and Repair	<i>Cost of maintenance and repairs of equipment</i>		
	Services for removing barriers to participation	<i>-Transportation assistance for students (e.g. vouchers for public transportation fares) -Childcare assistance for students -Translation services</i>	\$ -	
	Administrative Cost	<i>Cost of administrative expenses limited to 10% unless Negotiated Indirect Costs Rate Agreement ("NICRA") established.</i>	\$ -	
Capital Expenses	Equipment (Over \$10,000)	<i>General purpose equipment (e.g. motor vehicles enabling transportation assistance for program participants, printing or reproduction technology); Special purpose equipment; Equipment for hands-on learning activities (e.g. ladders, power tools, wiring lab, simulating lab, etc.)</i>	\$ -	
	Capital Purchases	<i>Facilities or Land acquisition</i>	\$ 100,000.00	Design and construction

Agenda: 10/15/2024
Item: 10
BPWA Item: 2

BETHANY CITY COUNCIL
BETHANY PUBLIC WORKS AUTHORITY

From: Elizabeth Gray, City Manager
Date: October 10, 2024
Subject: Discussion and possible approval of Engineering Design Contract for Community Development Block Grant waterline replacement project with TEIM Design.

BACKGROUND

The Oklahoma Department of Commerce is accepting applications for Community Development Block Grants (CDBG). The City's application will be for an area generally located between NW 36th and NW 32nd, and Holloway and Mueller to continue with improvements completed with the last CDBG grant. The design contract will only be initiated upon approval of the CDBG Grant or if directed by the City.

Staff recommends approval of the attached contract for an amount of \$49,500.

RECOMMENDATION

1. Approve Engineering Design Contract between the City of Bethany and TEIM Design for design of CDBG waterline replacement project for an amount of \$49,500.

ADDITIONAL COMMENTS

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

**CITY OF BETHANY, OKLAHOMA
ENGINEERING CONTRACT**

This contract entered into between the City of Bethany, Oklahoma, hereinafter called the "City"; and TEIM Design, PLLC., 3020 NW 149th Street, Oklahoma City, Oklahoma, hereinafter called the "Engineer". This _____ day of April 2024 for the purpose of providing engineering services, contract documents, and construction inspection for the CDBG Waterline Replacement Project, hereinafter referred to as the PROJECT;

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

This contract will only be initiated upon approval of the Oklahoma Department of Commerce Community Development Block Grant Application for Waterline Replacement or if directed by the City to complete the design. The contract will be valid for up to 4 years, with renewal if needed, to complete design work identified in Exhibit "A".

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

SECTION 1

A. BASIC SERVICES OF ENGINEER

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

Act, 51 O.S. § 151 et seq., (GTCA) and any amendment or addition thereto, as provided herein.

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

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

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

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

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

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

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

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

7. Indemnity

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

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

9. Preliminary Design Phase

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

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

10. Final Design Phase

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

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

- 10.5 Furnish three (3) copies of the above documents and present and review them in person with the City.
- 10.6 Furnish five (5) copies of the approved final design documents to the City.
- 10.7 Assist the City in the acquisition of the required local, State and Federal government permits (ODEQ, OWRB, etc.) and private permits (railroad, utility, etc.). The Engineer shall at no additional cost to City provide sets of construction plans and specifications as may be necessary for application of such permits.

11. Advertising and Bidding Phase

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

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

12. Construction Phase

During the Construction Phase, the Engineer shall:

- 12.1 Consult with and advise the City and act as their representative. All of the City's instructions to contractor(s) will be issued through the City Manager or their designated representative.
- 12.2 Make monthly visits to the site to observe as an experienced and qualified

design professionals, the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the contract document; they shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of work; shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). Their efforts will be directed toward providing assurance for City that the completed PROJECT will conform to the contract documents; but they shall not be responsible for the failure of Contractor(s) to perform construction work in accordance with the contract documents. During such visits and on the basis of their on-site observances, they shall provide the City written reports on the progress, performance, and quality of the work. The Engineer shall endeavor to guard the City against defects and deficiencies in the work of Contractor(s) and may recommend to City the disapproval or rejection of work as failing to conform to the contract documents.

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

SECTION 2

CITY RESPONSIBILITIES

The City Shall:

1. To pay a total fee based on hourly rates or lump sum amount. The total fee for provided services are presented on EXHIBIT "A".

Said payments to be made based on monthly invoices for hours worked or percent complete on lump sum projects.

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

SECTION 3

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

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

IN WITNESS WHEREOF, this Contract was executed and approved by the Engineer this 26th day of April 2024.

TEIM DESIGN, PLLC.

ATTEST:

President

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 26th day of April 2024, by Joe Davis, P.E., as President of TEIM Design, PLLC.

My Commission Expires/Commission Number: _____

Notary Public

10-04-2024 / 19010036 (Seal)



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

THE CITY OF BETHANY

ATTEST:

City Clerk

Mayor

EXHIBIT "A"
Scope of Services Services

CITY OF BETHANY
CDBG Grant for Waterline Replacement Project

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

Community Development Block Grant for Waterline Replacement in an area generally located between NW 36th and NW 32nd, and between Holloway and Mueller.

The total cost of Engineering Services for this work is \$49,500.00 lump sum.

EXHIBIT "B"

Compensation for Hourly Engineering Services & Payments

Compensation.

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

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

Payments.

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

EXHIBIT "C"
EQUAL OPPORTUNITY CLAUSE

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

- (1) The Engineer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Engineer will, in all solicitations or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Engineer will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Engineer's legal duty to furnish information.
- (4) The Engineer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Engineer's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Engineer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Engineer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

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

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

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

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

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

EXHIBIT “D”

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

See also § 200.471.

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

BETHANY CITY COUNCIL

From: Elizabeth Gray, City Manager
Date: October 10, 2024
Subject: Approval of Change Order No. 2 to the Construction Contract with C4L, LLC for General Obligation Bond Propositions 2-A Eldon Lyon Park, 2-B Ripper Park, 2-C Garrison Park, 2-D Macrory Park, and 2-F Cecil Mendenall Park

BACKGROUND

On August 23, 2022, citizens of Bethany passed General Obligation Bond, Proposition 2 which included:

- 2-A Eldon Lyon Park Restroom and Pavilion Remodels
- 2-B Ripper Park Restroom Remodel
- 2-C Garrison Park Restroom and Pavilion Remodel
- 2-D Macrory Park Restroom Remodel
- 2-F Cecil Mendenall Park

Bids were opened and the project was awarded on June 4, 2024, to C4L, LLC for the amount of \$985,505.00. Change Order No. 2 is for the removal of old concrete footings where new pavilion footings are to be installed, and rerouting of the electrical service at the west Eldon Lyon restroom to avoid new pavilion footings.

The new items of work that were not identified in the original contract scope and needed for current repairs in the amount of \$19,530.00 for a revised contract amount of \$1,020,998.00.

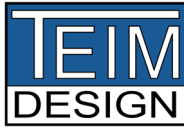
RECOMMENDATION

1. Approval of Change Order No. 1 to the Construction Contract with C4L, LLC for General Obligation Bond Proposition 2-A, 2-B, 2-C, 2-D, and 2-F and transfer from Capital Improvement Fund in the amount of \$19,530.00.



ADDITIONAL COMMENTS

Funding to come from the Capital Improvement Fund.



TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

October 4, 2024

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

Re: Proposition 2 Bethany Parks Restroom and Pavilion Improvements
Change Order No. 2

Dear Ms. Gray:

I. CHANGE ORDER NO. 2 - SCOPE AND JUSTIFICATION

Item CO 2.1 – Prop 2-A Eldon Lyon East and West – Remove Existing Pavilion Footings

The existing concrete footings need to be removed to install the designed new concrete footings for the pavilion.

Item CO 2.2 – Prop 2-A Eldon Lyon West – Conduit and Pull Box

New conduit and a pull box needs to be installed to accommodate the relocation of the undisclosed electric feed to the Eldon Lyon North restroom that was located during the footing excavation.

Item CO 2.3 – Prop 2-B Garrison – Remove Existing Pavilion Footings

The existing concrete footings need to be removed to install the designed new concrete footings for the pavilion.

II. COST ESTIMATE

See attachment A for cost breakdown:

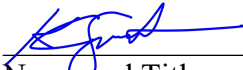
Original Contract Amount:	\$985,505.00
Change Order No. 1:	\$15,963.00 (1.62%)
Change Order No. 2:	\$19,530.00 (1.98%)
Revised Contract Amount:	\$1,020,998.00

III. CONTRACT TIME

Change Order No. 2 adds an additional 35 days to the contract time.

The above and foregoing is hereby accepted on this 4th day of October 2024 and the undersigned agrees to perform the work as so indicated in this Change Order No. 2 with said adjustments in the contract sum.

C4L, LLC

 **Manager**

Name and Title

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



Robbie Williams, P.E.

City Attorney

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

ATTEST:

CITY CLERK

MAYOR

ATTACHMENT A - CHANGE ORDER NO. 2 - PROPOSITION 2 BETHANY PARKS RESTROOM AND PAVILION IMPROVEMENTS					
Item Number	Title	Quantity	Unit	Unit Price	Price
CO 2.1	PROP 2-A ELDON LYON EAST AND WEST - REMOVE EXISTING PAVILION FOOTINGS	1.00	LSUM	\$4,705.00	\$4,705.00
CO 2.2	PROP 2-A ELDON LYON WEST - ELECTRICAL CONDUIT AND PULL BOX	1.00	LSUM	\$8,202.00	\$8,202.00
CO 2.3	PROP 2-B GARRISON - REMOVE EXISTING PAVILION FOOTINGS	1.00	LSUM	\$6,623.00	\$6,623.00
			CHANGE ORDER NO. 1 TOTAL		\$19,530.00

Agenda: 10/15/2024
Item: 12
BPWA Item: 3

BETHANY CITY COUNCIL
BETHANY PUBLIC WORKS AUTHORITY

From: Elizabeth Gray, City Manager
Date: October 15, 2024
Subject: Approval of ARPA Water Meter Automation Improvements Change Order No. 4 and Amendment No. 4 to the Contract with Southwest Water Works, LLC

BACKGROUND

The City of Bethany passed Resolution No. 1662 giving permission to apply for and match a \$1.5M grant to make improvements to and replace aging, manual read meters and service lines in the City of Bethany with new automated meters. The city was notified of the successful award of this grant, which the City will match with \$1.5M. For a total project of \$3M.

On November 10, 2022, the City of Bethany advertised a request for qualifications for City Engineering services for this project. On December 20, 2022, the council awarded the successful Request for qualifications to TEIM Design. On February 21, 2023, City Council approved the contract for Engineering services and design to TEIM Design.

On July 18, 2023, Council approved the construction contract to Southwest Water Works, LLC for the base bid only in an amount of \$2,702,240.00 as the lowest responsive bidder. Council also approved a deduct Amendment No. 1 to the contract in the amount of \$157,700.00 for a new contract price of \$2,544,540.00.

City Staff and Engineers recommend Change Order No. 4 to the contract in an increase amount of \$48,344.60, and Amendment No. 4 which is a decrease in the contract amount of \$156,980.00 for a new contract price of \$2,270,903.97. This change order and amendment updates all quantities used to date and allows for installation of an additional 426 meters added to the 997 meters already installed.

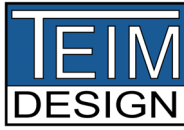
RECOMMENDATION

1. Authorize Mayor to sign the Change Order No. 4 and Amendment No. 4 in a deduct amount of \$108,635.40 for a new contract price of \$2,270,903.97.

ADDITIONAL COMMENTS

Funding from ARPA grant.





TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

October 7, 2024

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

Re: Water Meter Automation Project
Change Order No. 4 and Amendment No. 4

Dear Ms. Gray:

I. AMENDMENT NO. 4 - SCOPE AND JUSTIFICATION

The scope of Amendment No. 4 is to amend the existing bid pay item quantities for the adjustment in the contract work that has been completed to install 997 meters. Amendment no. 4 includes an additional 426 meters to be installed.

CHANGE ORDER NO. 4 - SCOPE AND JUSTIFICATION

Change Order No 4 adjust Change Order No. 3 items for the contract work that has been completed to date. Change Order No. 4 creates an additional item “traffic control for amendment no. 4”.

II. COST ESTIMATE

See Attachment A for the cost breakdown for Amendment No. 4 and Change Order No. 4.

Original Contract Amount:	\$2,702,240.00
Amendment No. 1 (Deduct):	(\$157,700.00)
Amendment No. 2 (Deduct):	(\$283,670.00)
Change Order No. 1 (Add):	\$118,416.10 (4.38%)
Change Order No. 2 (Add):	\$4,053.75 (0.15%)
Amendment No. 3: (Deduct):	(\$75,776.25)
Change Order No. 3: (Add):	\$71,975.77 (2.66%)
Amendment No. 4: (Deduct):	(\$156,980.00)
Change Order No. 4: (Add):	\$48,344.60 (1.79%)
Revised Contract Amount:	\$2,270,903.97

III. CONTRACT TIME

Change order no. 4 extends the contract time to December 31, 2024.

The above and foregoing is hereby accepted this 7th day of October 2024, and the undersigned agrees to perform the work as so indicated in this Amendment No. 4 and Change Order No. 4 with said adjustments in the contract sum.

Southwest Water Works, LLC



Project Manager

Name and Title

The prices shown for the Amendment were established by competitive bidding in the original contract and not subject to the Oklahoma Competitive Bidding Act. The prices shown for the Change Order were established by negotiation and appear to be fair and reasonable.



Robbie Williams, P.E.

City Attorney

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

ATTEST:

CITY CLERK

MAYOR

ATTACHMENT A - WATER METER AUTOMATION IMPROVEMENTS

Item No.	Description	Quantity	Unit	Unit Price	Total
7	SINGLE SHORT SERVICE 5/8" ON 6" PIPE- OUTSIDE PAVING	-51.00	EA	\$4,000.00	(\$204,000.00)
8	SINGLE LONG SERVICE 5/8" ON 6" PIPE- OUTSIDE PAVING	-58.00	EA	\$4,800.00	(\$278,400.00)
9	FURNISH INSTALL 5/8" METER - EXISTING METER CAN	412.00	EA	\$650.00	\$267,800.00
10	FURNISH INSTALL 5/8" METER IN NEW METER CAN	34.00	EA	\$900.00	\$30,600.00
14	2 YEARS SOFTWARE SERVICE FOR METER DATA	351.00	EA	\$70.00	\$24,570.00
17	PAVEMENT REMOVAL AND REPAIR - CONCRETE OR ASPHALT	14.00	SY	\$175.00	\$2,450.00
CO7	FURNISH INSTALL 1" METER IN EXISTING METER CAN	12.00	EA	\$750.00	\$9,000.00
CO11	NEW METER LID	439.00	EA	\$40.00	\$17,560.00
CO12	METER CAN APPURTANCES AND ADDITIONAL LABOR	20.00	EA	\$794.23	\$15,884.60
CO13	6" to 8" STAINLESS STEEL STRAP AND LABOR	-8.00	EA	\$200.00	(\$1,600.00)
CO 14	TRAFFIC CONTROL FOR AMENDMENT NO. 4	1.00	LSUM	\$7,500.00	\$7,500.00

Amendment No. 4 Total -\$156,980.00

Change Order No. 4 Total \$48,344.60

BETHANY CITY COUNCIL

From: John Reid, Chief of Police
Date: October 8, 2024
Subject: Purchase of a 2021 Used Dodge Durango Patrol Vehicle

BACKGROUND

The Police Department had a 2020 Dodge Durango involved in an accident, which insurance deemed the vehicle a total loss. The city has received a settlement of \$23,083.00 for the loss of the vehicle. This vehicle will be assigned to the Patrol Division of the police department, replacing the unit lost in the accident. The vehicle will be purchased using the insurance settlement and funds from the impound release fund.

The used Dodge Durango will be a 2021 model with less than 50,000 miles. The vehicle will come with interior emergency lighting, siren system, and gun locks. The cost of the 2021 Dodge Durango is \$31,100.00.

RECOMMENDATION

1. Approve the purchase of a used 2021 Dodge Durango Command Staff vehicle from the Kansas Highway Patrol as presented for \$31,100.00.

ADDITIONAL COMMENTS

Additional Quotes Attached.



**BETHANY POLICE DEPARTMENT
 QUOTATION SHEET (FOR PURCHASES OF \$1000+)**

PRODUCT/SERVICE:

Purchase of 2021 Dodge Durango under 50,000 miles

VENDOR 1	VENDOR 2	VENDOR 3
COMPANY NAME: Kansas Highway Patrol	COMPANY NAME: Four Stars Toyota	COMPANY NAME: Windy Chevrolet
ADDRESS: 930 NE Strait Ave. Topeka, KS. 66616	ADDRESS: 2600 E. Broadway St. Altus, OK. 73521	ADDRESS: 3501 N. wood Dr. Okmulgee, OK. 74447
TELEPHONE NUMBER: 785-296-8535	TELEPHONE NUMBER: 580-482-3814	TELEPHONE NUMBER: 918-216-0101
CONTACT PERSON: Larry Lewis	CONTACT PERSON: Online Sales	CONTACT PERSON: Online Sales
TOTAL PURCHASE PRICE: \$31,100.00	TOTAL PURCHASE PRICE: \$35,236 (44,000 miles)	TOTAL PURCHASE PRICE: \$36,999 (62,000 miles)
DATE OF QUOTE: 09-30-24	DATE OF QUOTE: 10-08-24	DATE OF QUOTE: 10-08-24
QUOTE OBTAINED BY: C. Meek	QUOTE OBTAINED BY: C. Meek	QUOTE OBTAINED BY: C. Meek

AWARDED TO: _____

DATE: _____

APPROVED BY: _____

Kansas Highway Patrol

Fleet Sales

930 NE Strait Ave.
Topeka, KS 66616
(785) 296-8535



KANSAS HIGHWAY PATROL

Agency	City of Bethany	Invoice #:	Temporary
Address	6700 NW 36th Street	Date:	9/30/2024
City	Bethany	State	OK
	Zip		73008
		PO#:	
		Check #:	
Phone	405-787-7651 Ext 202	Email	Cmeek@bethanypd.org
		Attn:	Deputy Chief Chad Meek

Model Year	Description	Unit #	Qty	Unit Price	Total
2021	Dodge Durango Pursuit AWD 5.7 8 spd AT Remote start, Uconnect 4 Bluetooth, heated power mirrors, & automatic temp control	10181	1	\$29,850.00	\$29,850.00
	*Used Interior Lights		1	\$600.00	\$600.00
	*Used Siren System		1	\$400.00	\$400.00
	*Used Gun Locks		2	\$125.00	\$250.00
	Color: Black VIN: 1C4SDJFT7MC662912 Mileage: 49800				
Page Total					\$31,100.00

Invoice Total **\$31,100.00**

Purchasers Signature _____

Date _____

Please Make Checks Payable To: Kansas Highway Patrol Car Fund
All Vehicles Must Be Picked Up In Topeka
Please pay from this invoice. No statement will be mailed



Sign In

Vendor #2

< Results

< Previous

Next >

Newly Listed

Used 2021 Dodge Durango R/T w/ Blacktop Package

+ Compare Share Save

KBB.com Consumer Vehicle Rating ★ 4.7 (215)



44,028 miles

5.7L 8-Cylinder Gas Engine

14 City / 22 Highway

F8 Green Clearcoat Exterior

Black Leather Seats

8-Speed Automatic Transmission

2 wheel drive - rear

My Wallet by Kelley Blue Book



CREDIT & TERM

Very Good

BUDGET

Set a budget

DOWN PAYMENT

20%

TRADE-IN VALUE

Add a vehicle

Build Your Offer

Finance Cash

Chat

Listing Price

\$35,236

Down Payment
\$7,047

Est. Trade-In Value

Get My Kelley Blue Book® Value

Amount Owed on Trade-In

Get My Payoff Quote

Credit Rating
Very Good (700-739)

Term
60 mo.

Taxes & Fees ⓘ

Get Taxes & Fees

Estimated Payment

Confirm financing options with dealer.

\$582/mo.*

Chase 8.84% APR for 60 mo.

Explore Financing >

Offer Breakdown

\$28,189

Send Offer

*Est. payment based on vehicle price (excluding taxes and fees) and associated lender rates for qualified buyers, term length and any associated trade-in equity or down payment from buyer. Contingent upon seller's acceptance of these terms. Terms may vary.



Get a quote for this vehicle in under 5 minutes.

Get a Quote

More from the seller

Four Stars Toyota

KBB.com Dealer Rating ★ 4.8 (546)

Stock#: MC519641

VIN: 1C4SDHCT4MC519641

At Four Stars Toyota we believe everyone deserves a nicer newer car! Recent Arrival! 2021 Dodge Durango R/T Four Stars Toyota understands that you buy a pre-owned vehicle based on what is still NEW about it, not what is used... We put every pre-owned vehicle through a rigorous INSPECTION AND CORRECTION before we put our name on it. Most dealers do the bare minimum only to suggest hundreds of dollars of work to be done the very first time you come in to service. We pride ourselves on having the NEWEST-USED CARS, after all, don't YOU DESERVE IT!!!!

Dealer Disclosure: Sales Tax, Title, License Fee, Registration Fee, Dealer Documentary Fee, Finance Charges, Emission Testing Fees and Compliance Fees are additional to the advertised price.

Chat 2021 Dodge Durango model information? View all features and specifications



Sign In

Vendor #3

< Results

< Previous

Next >

Used 2021 Dodge Durango GT

+ Compare Share Save

KBB.com Consumer Vehicle Rating ★ 4.7 (215)



View All Media

62,288 miles

3.6L 6-Cylinder Gas Engine

18 City / 25 Highway

Redline 2 Coat Pearl Exterior

Black Leather Seats

8-Speed Automatic Transmission

All wheel drive

My Wallet by Kelley Blue Book



CREDIT & TERM



Very Good

BUDGET



Set a budget

DOWN PAYMENT



20%

TRADE-IN VALUE



Add a vehicle

Build Your Offer

Finance

Cash

Chat Price

\$36,999

Down Payment
\$7,399

Est. Trade-In Value

Get My Kelley Blue Book® Value

Amount Owed on Trade-In

Get My Payoff Quote

Credit Rating
Very Good (700-739)

Term
60 mo.

Taxes & Fees ⓘ

Get Taxes & Fees

Estimated Payment
Confirm financing options with dealer.

\$612/mo.*

Chase 8.84% APR for 60 mo.

[Explore Financing >](#)

Offer Breakdown \$29,600

[Send Offer](#)

*Est. payment based on vehicle price (excluding taxes and fees) and associated lender rates for qualified buyers, term length and any associated trade-in equity or down payment from buyer. Contingent upon seller's acceptance of these terms. Terms may vary.



Get a quote for this vehicle in under 5 minutes.

[Get a Quote](#)

More from the seller

Windy Chevrolet [↗](#)

KBB.com Dealer Rating ★ 4.3 (14)

Stock#: W372

VIN: 1C4RDJDG9MC641824

2021 Dodge Durango GT Plus This Vehicle is Nicely Equipped with, *** LOADED ***, *** 4X4 ***, *** LEATHER ***, *** HEATED SEATS ***, *** REMOTE START ***, *** POWER WINDOWS ***, *** POWER DOOR LOCKS ***, *** PRICED TO SELL ***, *** WILL NOT LAST! ***, ***CARFAX CERTIFIED ONE OWNER***, ***APPLE CAR PLAY/ANDROID AUTO EQUIPPED***, AWD, 115V Auxiliary Power Outlet, 180 Amp Alternator, Auto-Dimming Exterior Driver Mirror, Dual Remote USB Port - Charge Only, Exterior Mirrors w/Memory, Exterior Mirrors w/Supplemental Signals, Heated Front Seats, Heated Second Row Seats, Heated Steering Wheel, Leather Suede Bucket Seats, Power 6x9 Multi-Function Foldaway Mirrors, Power 8-Way Driver Memory 6-Way Passenger Seats, Power Driver/Passenger 4-Way Lumbar Adjust, Power Liftgate, Quick Order Package 2BE GT Plus, Radio/Driver Seat/Mirrors Memory, Remote Start System, Security Alarm. Sun Visors w/Illuminated Vanity Mirrors. Tungsten Accent Stitching. Universal Garage Door Opener. 3.6L V6 24V VVT 8-Speed Automatic AWD Clean

[See More](#) ▾

021 Dodge Durango model information? View all features and specifications

Chat

BETHANY CITY COUNCIL

From: Elizabeth Gray, City Manager
Date: October 10, 2024
Subject: Traffic Committee recommendation regarding a partnership opportunity with Southern Nazarene University and Bethany Public Schools for the construction of sidewalks

BACKGROUND

On September 26, 2024, the Traffic Committee voted to place the item on the council agenda as presented: *“Discussion and possible recommendation to council regarding sidewalk construction partnership opportunities with SNU and BPS”*

The City Manager, City Engineer and Traffic Committee member Ken Smart have been working on a potential project to fund sidewalks in conjunction with Southern Nazarene University (SNU), Bethany Public Schools (BPS) and the City of Bethany. The cost of the project will be approximately \$150,000 and if approved the cost will be shared equally with the three parties at \$50,000 each. Proposed sidewalk locations include:

Project 1 Location: NW 43rd Street from Asbury to College. There is no sidewalk on either side of the street to allow safe passage for children to walk to school. Possibly locate a new sidewalk on the south side of the street. See attached map.

Project 2 Location: N. Mueller from NW 43rd to NW 44th. There is currently no sidewalk along the east side of Mueller in this area, so pedestrians are forced to use the street or walk through the grassed area to the sidewalk that exists north and south of this missing piece. See attached map.

Project 3 Location: N. Mueller south of 42nd Street. There is currently a gap in the sidewalk that children use from the high school to get to the church parking lot. See attached map.

If approved an engineering contract will be on a future agenda.

RECOMMENDATION

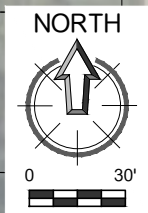
1. As develops.



ADDITIONAL COMMENTS

If approved, funding from the City will come from the Streets, Sidewalks and Drainage fund from the City of Bethany Capital Improvement Plan.

W:\ET450-0\ET450-75 - Grants\Sidewalk Project 01.dwg, 4/23/2024 11:10:24 AM, jgibbs



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REV. NO.	DATE	DRWN	CHKD	REMARKS

SCALE: AS SHOWN
 DATE: APRIL 23 2024
 DRAWN BY: GIBBS
 CHECKED BY: S. MANEK

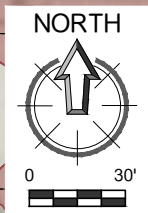


THE CITY OF BETHANY
PROPOSED SIDEWALK IMPROVEMENTS

CIVIL
 PROJECT 1 LOCATION MAP

SHEET NO.
PLM-1
 SHEET 1 OF 3

W:\17450-0\17450-75 - Grants\Sidewalk Project 02.dwg, 4/23/2024 11:10:39 AM, jgibbs



REV. NO.	DATE	DRWN	CHKD	REMARKS

SCALE: AS SHOWN
 DATE: APRIL 23 2034
 DRAWN BY: GIBBS
 CHECKED BY: S. MANEK



THE CITY OF BETHANY
 PROPOSED SIDEWALK IMPROVEMENTS

CIVIL
 PROJECT 2 LOCATION MAP

SHEET NO.
 PLM-2
 SHEET 2 OF 3

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REV. NO.	DATE	DRWN	CHKD	REMARKS

SCALE: AS SHOWN
 DATE: APRIL 23 2034
 DRAWN BY: GIBBS
 CHECKED BY: S. MANEK



THE CITY OF BETHANY
PROPOSED SIDEWALK IMPROVEMENTS

CIVIL
 PROJECT 3 LOCATION MAP



SHEET NO.
PLM-3
 SHEET 3 OF 3

BETHANY CITY COUNCIL

From: Elizabeth A. Gray, City Manager
Date: October 10, 2024
Subject: Ward Four Appointment to the Planning and Zoning Commission

Background

The Bethany Code of Ordinances provides the following concerning the appointment of Planning and Zoning Commission members:

§ 159.070 CREATION AND MEMBERSHIP

(A) The Planning and Zoning Commission of the city is hereby created consisting of nine appointive members, all of whom shall be qualified electors of the city. Eight of the Commission members shall be appointed by the City Council with two members from each of the city's four wards. The ninth member of the Commission shall be appointed by the Mayor. The members of the Commission shall serve for three-year terms, except the membership as of the date of adoption of the ordinance shall continue to serve out their unexpired terms.

Jennifer Berg Edmonson 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 and resume 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: <i>Jennifer Kathleen Berg Edmonson</i>		In which Ward do you reside: <i>4</i>
Street Address: [REDACTED]		
City: <i>Bethany</i>	State: <i>OK</i>	Zip Code: <i>73008</i>
Home Phone: [REDACTED]	Cell Phone: [REDACTED]	
Email Address: [REDACTED]		
Occupation: <i>Retired</i>		

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	<i>Diploma</i>	<i>Bethany High School</i>
College		<i>OSU - OKC</i>
Trade or Business School		
Hobbies: <i>Crafting - Making junk journals, personalized gifts + party favors, painting and sewing.</i>		

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: *Jennifer Berg Edmonson* Date: *09/22/2024*

Jennifer K. Berg Edmonson



SKILLS

Microsoft Office, ACT, QuickBooks, SAP, MRI, IQ BackOffice, Tabs

EXPERIENCE

Administrative Assistant – Accounting Basin Engineering Inc.

Process bi-monthly payroll for Field Consultants, invoice Field Consultant services to customers simultaneously while processing payroll. Process all payroll reports for submission to Controller and Human Resources upon completion of payroll. Distribute invoices to customers according to their specifications. Maintain files for payroll and invoicing. Collect on past due accounts on a regular basis.

Law Firm Finance Manager Law Firm, P.C.

Process accounts receivable and accounts payable using QuickBooks software. Process a portion of the accounts receivable electronically by converting files to the correct format for each specific client and submitting it online. Process payroll for salaried employees on a monthly basis and hourly employees on a semi-monthly basis using Pensoft payroll software and make tax payments accordingly. Responsible for human resources, maintaining employee files, receiving and approving vacation requests based on vacation allowances. Maintain corporate documents and legal agreements for the firm and notifying lead counsel of any issues as they arise.

Property Coordinator PM Realty Group, L.P.

Provide on-site property management responsibilities for two medical office buildings. Provide customer service to prospective and existing tenants on behalf of the landlord; strictly adhering to each tenant's lease requirements and obligations. Coordinate with tenants and contractors to complete tenant improvements, interior and exterior building repairs, mechanicals repairs and maintenance, and modifications necessary to remain ADA compliant. Process accounts payable for four medical office buildings and setup new vendors as needed. Maintain lease and accounting files for four properties and other clerical responsibilities as necessary.

Senior Billing Clerk Weatherford International, Inc.

Utilize SAP to process and prepare all long term and short term rental billings on a daily basis. Prepare final billing promptly upon job completion. Receive and review all field job folders upon job completion for accuracy and compliance. Create purchase orders upon request. Track revenue and purchase orders on a weekly/monthly basis. Assist in processing weekly payroll and new hire paperwork on a regular basis. Assist with Fleet assignments and fuel card issues when necessary.

Mid Continent Area Administrator III Baker Hughes, Inc.

Fleet - Maintain vehicle inventory, vehicle assignments, and maintenance schedules, order vehicles from the factory or off the lot purchases. Upon delivery, work with 3rd party vendors to outfit each vehicle according to BHI's HS&E policy. Facility Management- Maintain facility services, troubleshoot issues with service providers, set up utilities for new stock points, and monitor lease compliance. Cellular Accounts - Set up service for new hires, process upgrades and warranty exchanges of cellular phones, monitor usage of each employee on a monthly basis. Purchasing- order small parts, office and HS&E supplies for the entire MCA area, all computer equipment, marketing and field tools. Process Accounts payable on a daily basis, process check requests, and new vendor setup in SAP. Expense reports – process all Mid Continent Area expense reports on a monthly basis, review for accuracy and possible misuse of card. Rig Count and Bit Record processes – Entry of Bit Records, developed Rig Tracking process, weekly review of company information with Rig Data information, supervise processing of Agent Bit Records. Fulfill bit record requests based on legal description of location.

Placement Specialist Terry Neese Personnel Services

Interview applicants for clerical and professional placement, assist in disciplinary action or termination at client request. Develop and maintain client relations by meeting weekly/ monthly marketing goals and consistently following up. Select candidates to fill temporary, temp to hire, or permanent placements. Coordinate interviews, and assist clients with internal hiring processes to assure proper guidelines are followed to protect the applicant, client, and the agency. Process payroll, resolve payroll and invoice disputes.

EDUCATION

Oklahoma State University - OKC, OK

CITY OF BETHANY

From: Elizabeth A. Gray, City Manager
Date: August 29, 2024
Subject: City Manager Performance Evaluation/Contract Review

BACKGROUND

This item comes forward at the request of the City Manager as outlined in Section 5 of the terms of her employment contract which states:

'Annually, The Council and the Manager shall define performance objectives which they determine necessary for the proper operation of the City in the attainment of the council's policy goals.'

RECOMMENDATION

1. As develops.

ADDITIONAL COMMENTS



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

AGENDA: 10/15/2024
ITEM: 22 (A)

Revenues

	2024-2025 Annual Budget	September Revenue	Year to Date Revenue	Year to Date Percentage of Budget	Budget Remaining
SALES TAX 82.5% DEDICATED	4,952,440.00	423,339.00	1,218,415.00	24.60%	3,734,025.00
USE TAX REVENUE	1,467,631.00	139,516.00	393,252.00	26.80%	1,074,379.00
HOTEL TAX REVENUE	57,113.00	3,861.00	13,251.00	23.20%	43,862.00
CABLE FRANCHISE TAX REVENUE	60,454.00	0.00	23,954.00	39.62%	36,500.00
PHONE FRANCHISE TAX REVENUE	77,083.00	0.00	2,101.00	2.73%	74,982.00
UTILITY FRANCHISE TAX REVENUE	883,630.00	72,450.00	189,975.00	21.50%	693,655.00
OCCUPATIONAL LICENSE REVENUE	50,345.00	2,980.00	16,346.00	32.47%	33,999.00
BUILDING PERMIT REVENUE	54,934.00	4,570.00	7,768.00	14.14%	47,166.00
INSPECTION PERMIT REVENUE	71,405.00	2,347.00	13,167.00	18.44%	58,238.00
ZONING PERMITS	1,050.00	0.00	0.00	0.00%	1,050.00
ANIMAL LICENSE REVENUE	1,000.00	20.00	132.00	13.20%	868.00
ABATEMENT REVENUE	8,000.00	2,060.00	2,383.00	29.79%	5,617.00
MOTOR FUEL TAX REVENUE	37,354.00	2,937.00	23,882.00	63.93%	13,472.00
COMMERCIAL VEH TAX REVENUE	131,772.00	14,198.00	28,455.00	21.59%	103,317.00
CIGARETTE TAX REVENUE	38,671.00	3,299.00	8,908.00	23.04%	29,763.00
ALCOHOL BEVERAGE TAX REVENUE	53,832.00	5,316.00	14,573.00	27.07%	39,259.00
ACCOUNTING SERVICE REVENUE	26,400.00	2,200.00	4,400.00	16.67%	22,000.00
EMERGENCY MEDICAL CALL SVC FEE	280,831.00	23,518.00	70,553.00	25.12%	210,278.00
STORMWATER COMPLIANCE FEE	324,218.00	27,157.00	81,480.00	25.13%	242,738.00
CEMETARY LOT SALES REVENUE	11,880.00	0.00	0.00	0.00%	11,880.00
MINERAL RIGHTS & ROYALTIES REV	11,086.00	806.00	2,332.00	21.04%	8,754.00
POLICE FINES & COURT COST REV	641,844.00	60,691.00	171,564.00	26.73%	470,280.00
INTEREST INCOME	29,472.00	0.00	4,826.00	16.37%	24,646.00
MISCELLANEOUS REVENUE	49,452.00	25,668.00	68,236.00	137.98%	-18,784.00
REIMBURSEMENT REVENUE	26,119.00	0.00	0.00	0.00%	26,119.00
CREDIT CARD FEES	101,986.00	8,952.00	26,271.00	25.76%	75,715.00
GRANT REVENUE	121,434.00	0.00	0.00	0.00%	121,434.00
SALE OF ASSETS	0.00	0.00	0.00	0.00%	0.00
SETTLEMENT PROCEEDS	0.00	0.00	0.00	0.00%	0.00
ECONOMIC DEV PROMO & EVENT RE	288.00	0.00	0.00	0.00%	288.00
OMAG REFUNDS	56,946.00	0.00	0.00	0.00%	56,946.00
Total Revenues	9,628,670.00	825,885.00	2,386,224.00	24.78%	7,242,446.00
Transfers In	2,793,894.00	216,667.00	650,001.00	23.27%	2,143,893.00
Total Revenues and Transfers In	12,422,564.00	1,042,552.00	3,036,225.00	24.44%	9,386,339.00

Expenses

	2024-2025 Annual Budget	September Expenses	Year to Date Expenses	Year to Date Percentage of Budget	Budget Remaining
01.0-MANAGEMENT	990,500.00	90,555.00	251,210.00	25.36%	739,290.00
02.0-FINANCE	431,087.00	25,407.00	79,286.00	18.39%	351,801.00
03.0-MUNICIPAL COURT	616,560.00	38,296.00	118,375.00	19.20%	498,185.00
04.0-ENGINEERING	190,000.00	6,234.00	10,867.00	5.72%	179,133.00
05.0-POLICE	5,150,439.00	334,072.00	1,151,825.00	22.36%	3,998,614.00
06.0-FIRE	3,042,490.00	221,964.00	709,954.00	23.33%	2,332,536.00
07.0-COMMUNITY DEV	690,047.00	39,381.00	186,266.00	26.99%	503,781.00
08.1-PW ADMIN	172,822.00	12,117.00	36,277.00	20.99%	136,545.00
08.2-STREETS	809,362.00	61,316.00	172,699.00	21.34%	636,663.00
08.4-FLEET MAINT	109,159.00	10,246.00	32,503.00	29.78%	76,656.00
08.5-PARKS	578,434.00	39,573.00	111,112.00	19.21%	467,322.00
98.0-CONTINGENCY	470,000.00	0.00	0.00	0.00%	470,000.00
TOTAL EXPENDITURES	13,250,900.00	879,161.00	2,860,374.00	21.59%	10,390,526.00
Transfers Out	86,000.00	0.00	0.00	0.00%	0.00
Total Expenses and Transfers Out	13,336,900.00	879,161.00	2,860,374.00	21.45%	10,390,526.00
Revenues over (under) expenses	-914,336.00	163,391.00	175,851.00	-19.23%	-1,004,187.00

Bethany Public Works Authority
Statement of Revenues and Expenses
August 2024

Revenues

	2024-2025 Annual Budget	September Revenue	Year to Date Revenue	Year to Date Percentage of Budget	Budget Remaining
RESIDENTIAL PENALTY REVENUE	180,000.00	9,674.00	40,751.00	22.64%	139,249.00
COMMERCIAL PENALTY REVENUE	41,660.00	2,603.00	10,905.00	26.18%	30,755.00
SOLID WASTE REVENUE	2,993,614.00	247,152.00	750,327.00	25.06%	2,243,287.00
WATER REVENUE	5,603,550.00	364,198.00	1,468,855.00	26.21%	4,134,695.00
WATER TAP REVENUE	25,000.00	1,830.00	1,905.00	7.62%	23,095.00
SEWER REVENUE	4,085,728.00	337,741.00	1,029,190.00	25.19%	3,056,538.00
SEWER TAP REVENUE	1,000.00	100.00	100.00	10.00%	900.00
INTEREST INCOME	296,945.00	0.00	43,641.00	14.70%	253,304.00
LEASE REVENUE	175,000.00	7,516.00	22,568.00	12.90%	152,432.00
SCRAP METAL REVENUE	0.00	244.00	1,294.00	0.00%	-1,294.00
GRANT REVENUE	984,000.00	0.00	0.00	0.00%	984,000.00
MISCELLANEOUS REVENUE	0.00	0.00	30.00	0.00%	-30.00
*** TOTAL REVENUE ***	14,386,497.00	971,058.00	3,369,566.00	23.42%	11,016,931.00
Total Revenues and Transfers In	14,386,497.00	971,058.00	3,369,566.00	23.42%	11,016,931.00

Expenses

	2024-2025 Annual Budget	September Expenses	Year to Date Expenses	Year to Date Percentage of Budget	Budget Remaining
02.0-BPWA FINANCE	629,408.00	32,084.00	110,955.00	17.63%	518,453.00
08.1-BPWA ADMIN	188,833.00	13,508.00	39,885.00	21.12%	148,948.00
08.3-BPWA SANITATION	2,296,435.00	103,049.00	289,396.00	12.60%	2,007,039.00
08.4-BPWA FLEET MAINT	113,988.00	194.00	2,786.00	2.44%	111,202.00
12.0-BPWA WATER PLANT	2,066,485.00	14,754.00	467,322.00	22.61%	1,599,163.00
12.1-BPWA WATER LINE	1,969,203.00	154,171.00	200,136.00	10.16%	1,769,067.00
12.2-BPWA SEWER LINE	3,466,751.00	375,110.00	458,699.00	13.23%	3,008,052.00
97.0-DEBT SERVICE INTERST EXP	560,036.00	11,485.00	206,695.00	36.91%	353,341.00
98.0-CONTINGENCY	200,000.00	0.00	0.00	0.00%	200,000.00
99.0-TRANSFERS OUT	2,600,000.00	216,667.00	650,001.00	25.00%	1,949,999.00
Total Expenses and Transfers Out	14,091,139.00	921,022.00	2,425,875.00	17.22%	11,665,264.00
DEBT SERVICE PRINCIPAL	1,250,157.00	80,000.00	308,208.00	24.65%	941,949.00
Revenues over (under) Expenses/Debt Service	-954,799.00	-29,964.00	635,483.00	-66.56%	-1,590,282.00

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

Revenues

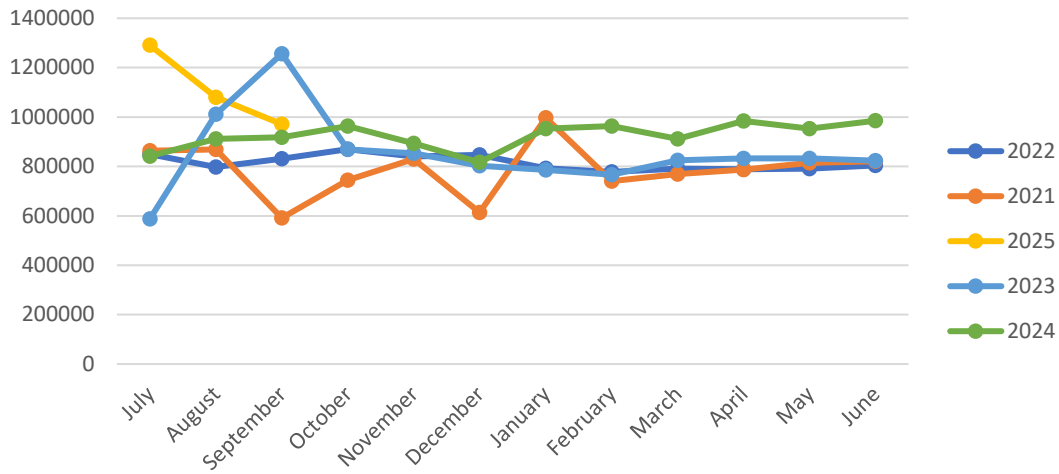
	2024-2025 Annual Budget	September Revenue	Year to Date Revenue	Year to Date Percentage of Budget	Budget Remaining
SALES TAX 17.5% DEDICATED	1,077,784.00	89,799.00	258,452.00	23.98%	819,332.00
INTEREST REVENUE	3,358.00	0.00	1,664.00	49.55%	1,694.00
TRANSFER FROM GF	0.00	0.00	0.00	0.00%	0.00
MISCELLANEOUS REVENUE	0.00	0.00	1.00	0.00%	-1.00
GRANT REVENUE	2,009,161.00	0.00	0.00	0.00%	2,009,161.00
Total Revenue	3,090,303.00	89,799.00	260,117.00	8.42%	2,830,186.00

Expenses

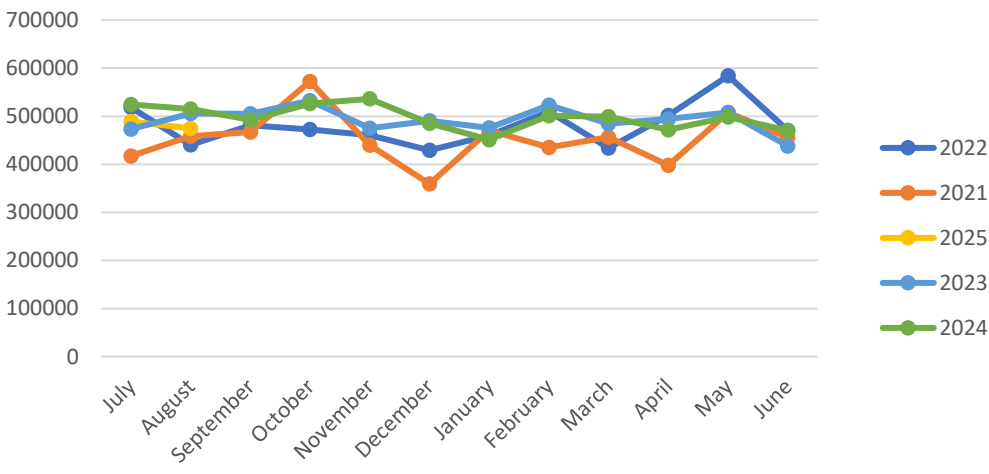
	2024-2025 Annual Budget	September Expenses	Year to Date Expenses	Year to Date Percentage of Budget	Budget Remaining
Capital Projects					
RIPPER PARK POOL	101,500.00	0.00	0.00	0.00%	101,500.00
CDBG GRANT MATCH	400,000.00	0.00	0.00	0.00%	400,000.00
31ST STREET LIFT STATION	79,061.00	5,918.00	6,380.00	0.00%	72,681.00
FIRE TRUCK LEASE PAYMENT	85,000.00	0.00	84,084.00	98.92%	916.00
CRRSAA ROCKWELL PROJECT	623,161.00	1,432.00	1,432.00	0.23%	621,729.00
CITY HALL HVAC REPLACEMENT	25,000.00	0.00	0.00	0.00%	25,000.00
RON CLARK DOG PARK	40,000.00	0.00	0.00	0.00%	40,000.00
RIPPER PARK IMPROVEMENTS	89,182.00	89,182.00	89,182.00	100.00%	0.00
PD FLOCK CAMERAS	30,000.00	22,050.00	22,050.00	73.50%	7,950.00
SEWER POP-OFF VALVE PROG.	50,000.00	0.00	0.00	0.00%	50,000.00
STREETS DUMP TRUCK	155,000.00	0.00	0.00	0.00%	155,000.00
STREETS SALT/SAND SPREADER	50,000.00	0.00	0.00	0.00%	50,000.00
FLEET PICKUP	35,000.00	0.00	0.00	0.00%	35,000.00
TAP SIDEWALK PROJECT	1,500,000.00	0.00	0.00	0.00%	1,500,000.00
PW ZTR MOWER	19,000.00	18,195.00	18,195.00	95.76%	805.00
PD HVAC	20,000.00	0.00	0.00	0.00%	20,000.00
STREETS SNOW PLOW	18,000.00	0.00	0.00	0.00%	18,000.00
TRAFFIC SIGNAGE	10,000.00	0.00	0.00	0.00%	10,000.00
STREETS OVERHEAD DOOR	6,000.00	0.00	0.00	0.00%	6,000.00
PARKS OVERHEAD DOOR	18,000.00	0.00	0.00	0.00%	18,000.00
Total Capital Projects	3,353,904.00	136,777.00	221,323.00	6.60%	3,132,581.00

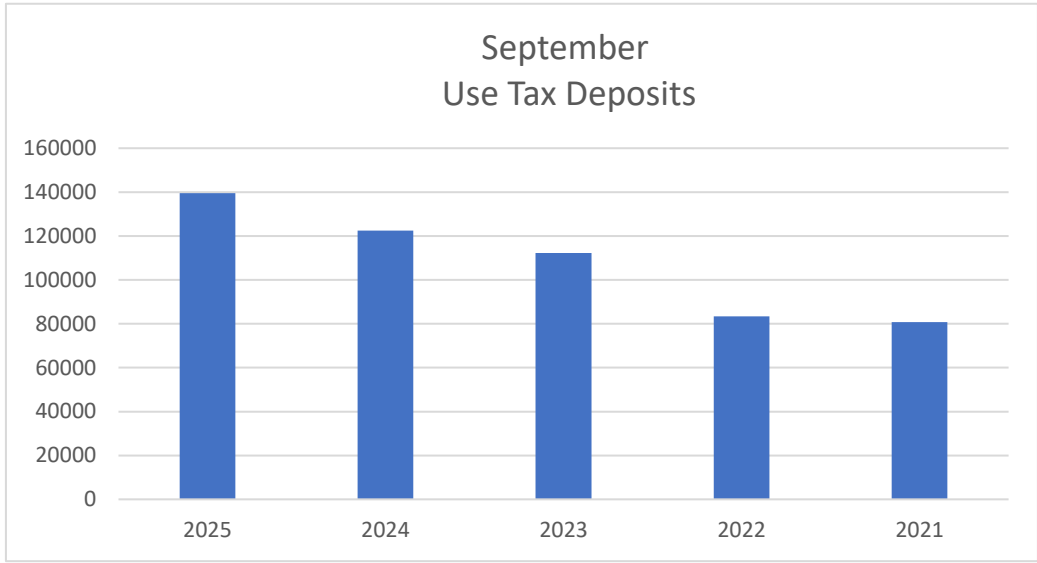
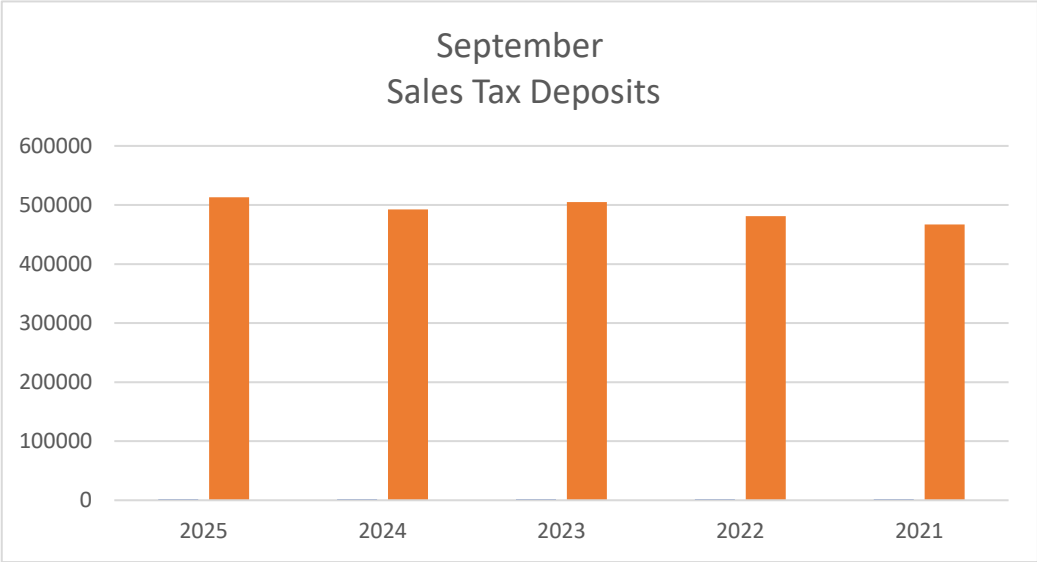
Revenues Over (under) Expenses	-263,601.00	-46,978.00	38,794.00	-14.72%	-302,395.00
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Public Works Authority Monthly Income



Monthly Sales Tax Income





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

	BUDGET	ACTUAL	8.33% OF BUDGET
BEGINNING FUND BALANCE	\$673,521	\$673,521	
REVENUES	\$3,765,816	\$942,661	25.03%
EXPENDITURES	-\$3,365,816	-\$504,484	14.99%
REVENUES OVER (UNDER) EXPENDITURES	\$1,073,521	\$1,111,698	
TRANSFERS IN	\$0	\$0	
TRANSFERS OUT	\$0	\$0	
NET OTHER	\$0	\$0	
INCREASE (DECREASE) TO BEGINNING FUND BALANCE	\$400,000	\$438,177	
ENDING FUND BALANCE (BEFORE BUDGETED RESERVE)	\$1,073,521	\$1,111,698	
BUDGETED RESERVE	\$0	\$0	
ENDING FUND BALANCE	\$1,073,521	\$1,111,698	
ENDING BALANCE AS A PERCENTAGE OF ANNUAL REVENUES	28.51%	29.52%	

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

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

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

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

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

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

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

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

BETHANY PUBLIC WORKS AUTHORITY MEETING

BETHANY CITY HALL

TUESDAY, OCTOBER 1, 2024

6:30 P.M.

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

Chairman Lloyd called the Bethany Public Works Authority meeting to order at 7:22 P.M.

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

- A. APPROVAL OF MINUTES FROM 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.**
- 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.

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

ITEM NO. 2 on the agenda was CONSIDERATION AND POSSIBLE APPROVAL OF AN OWRB LOAN PAYMENT TO BANCFIRST NOT TO EXCEED \$55,000.00. (MICHAEL VAUGHN, FINANCE DIRECTOR)

A motion was made by Trustee Larsen, seconded by Trustee Knapp to approve OWRB loan payment to BancFirst not to exceed \$55,000.00 as presented. Lloyd, Magirowsky, Knapp, Larsen, Plank, Palmer, McPhail, Powell. No votes: none. Motion approved.

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

None

ITEM NO. 3 on the agenda was ADJOURN UNTIL OCTOBER 15, 2024.

Chairman Lloyd adjourned the Bethany Public Works Authority meeting at 7:25 P.M. until October 15, 2024.

CHAIRMAN

SECRETARY

BETHANY PUBLIC WORKS AUTHORITY

From: Michael Vaughn, Finance Director
Date: October 10, 2024
Subject: Claims list for the 10/15/2024 Bethany Public Works Authority Meeting

BETHANY PUBLIC WORKS AUTHORITY

FUND	AMOUNT
Bethany Public Works Authority	\$ 255,312.68
TOTAL	\$ 255,312.68

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 409,926.16
Bethany Public Works Authority	\$ 255,312.68
Bethany Hospital Trust	\$ -
Bethany Development Authority	\$ -
TOTAL	\$ 665,238.84

RECOMMENDATION

1. Approve claims as presented.



FUND: 056- BETHANY PUBLIC WORKS AUTH

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A		NON-DEPARTMENTAL				
25-51911	10-005216	PERDUE BRANDON FIELDER COLLATTORNEY FEES COLLECTIONS		10/2024	6917	4.25
25-51512	10-3436	BANCFIRST	2013 REV. NOTE	10/2024	NOV NOTE	80,000.00
DEPARTMENT TOTAL:						80,004.25
DEPARTMENT: 02.0		FINANCE				
25-51885	10-004996	GOODYEAR COMMERCIAL TIRE & TIRES FOR SILVER IMPALA		10/2024	255-1030410	176.52
25-51849	10-005321	AMAZON CAPITAL SERVICES, INBATTERY BACKUP, OFFICE		10/2024	5646605	25.02
25-51290	10-005702	TPS TECHNICAL PROGRAMMING WATER BILL PRINTING SVC		10/2024	118899	2,516.50
25-51837	10-005912	SMARTPHONE METER READING, LSPMR LICENSE		10/2024	SPMR4074	3,708.04
25-51858	10-1085	OKLAHOMA MUNICIPAL ASSURANCQTRLY AUTO LIABILITY		10/2024	1ST QUARTER	553.54
25-51172	10-1715	TYLER TECHNOLOGIES	NOTIFICATION CALLS	10/2024	025-481647	855.30
25-51173	10-1715	TYLER TECHNOLOGIES	ONLINE PAYMENTS	10/2024	025-481091	10,430.00
DEPARTMENT TOTAL:						18,264.92
DEPARTMENT: 08.1		PUBLIC WORKS - ADMIN				
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES, INTERNET	10/2024	20240930	453.92
25-51334	10-1068	ONG	MONTHLY SERVICE	10/2024	20240918	192.58
25-51858	10-1085	OKLAHOMA MUNICIPAL ASSURANCQTRLY AUTO LIABILITY		10/2024	1ST QUARTER	220.20
DEPARTMENT TOTAL:						866.70
DEPARTMENT: 08.3		PUBLIC WORKS - SANIT				
25-51636	10-005350	FORCE PERSONNEL	TEMP FOR HELP FOR SANT	10/2024	79765	861.43
25-51798	10-005373	CARD SERVICES/PI	GREEN TAGS	10/2024	80635798708	182.82
25-51758	10-005703	FLOOR-TECH JANITORIAL	55GALBAGS&PAPERTOWELS	10/2024	5917	66.25
25-51421	10-006081	CH&W COMMERCIAL TIRE, LLC	60 SANITATION RECAPS	10/2024	3-GS64641	931.52
25-51839	10-006186	EARNHEART CRESCENT, LLC	5000UNLEAD3000DIDIESEL	10/2024	6098	4,546.42
25-51857	10-006186	EARNHEART CRESCENT, LLC	100GALS15W-40SYNBLEND	10/2024	6395	1,235.00
25-51070	10-0202	WASTE CONNECTIONS, INC	1ST QUARTER ROLLOFFS FEES	10/2024	3351834V013	4,701.62
25-51864	10-0225	GENUINE PARTS	TOGGLE SWITCH&TOUCH PAINT	10/2024	7092-070614	7.45
25-51886	10-0225	GENUINE PARTS	CABIN FILTERS & AIR DYERS	10/2024	070967	546.60
25-51751	10-0812	J & R EQUIPMENT LLC	DX & POSSIBLE REPAIR #92	10/2024	01W6122	2,244.50
25-51772	10-0812	J & R EQUIPMENT LLC	DUMPSTER STOPS FOR	10/2024	01W6141	1,500.00
25-51803	10-0812	J & R EQUIPMENT LLC	2 TIPPER ARMS	10/2024	01P19564	734.12
25-51843	10-0812	J & R EQUIPMENT LLC	LIFT BAR DUMPSTER PADS	10/2024	01P19616	494.69
25-51858	10-1085	OKLAHOMA MUNICIPAL ASSURANCQTRLY AUTO LIABILITY		10/2024	1ST QUARTER	5,227.42
25-51833	10-1245	RAM PRODUCTS INC	55 GALLON OF DETERGENT	10/2024	52402	96.50
25-51845	10-3081	PREMIER TRUCK/ATC FREIGHTLIREAL SEAL REPAIRONUNIT#98		10/2024	14280120	6,803.52
25-51069	10-4012	WASTE CONNECTIONS, INC	1ST QUARTER LANDFILL FEES	10/2024	31555E012	24,789.65
25-51937	10-4352	MCBRIDE CLINIC	DRUG SCREENS	10/2024	44890	32.00
DEPARTMENT TOTAL:						55,001.51

FUND: 056- BETHANY PUBLIC WORKS AUTH

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08.4 PUBLIC WORKS - MAINT						
25-51839	10-006186	EARNHEART CRESCENT, LLC	5000UNLEAD3000DIDIESEL	10/2024	6098	385.14
25-51858	10-1085	OKLAHOMA MUNICIPAL ASSURANCQTRLY AUTO LIABILITY		10/2024	1ST QUARTER	127.47
DEPARTMENT TOTAL:						512.61
DEPARTMENT: 12.0 UTILITY - WATER PLANT						
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES,INTERNET	10/2024	20240930	668.42
25-51901	10-005321	AMAZON CAPITAL SERVICES,	INBINDER,DRYEASE,NOZZELS	10/2024	1278634	532.81
25-51839	10-006186	EARNHEART CRESCENT, LLC	5000UNLEAD3000DIDIESEL	10/2024	6098	355.28
25-51639	10-0091	BRENNTAG SOUTHWEST INC	2 TOTES AQUA AMMONIA	10/2024	BSW577318	2,018.85
25-51746	10-0091	BRENNTAG SOUTHWEST INC	4200 GALS OF BLEACH	10/2024	BSW579883	8,803.88
25-51334	10-1068	ONG	MONTHLY SERVICE	10/2024	20240918	332.30
25-51858	10-1085	OKLAHOMA MUNICIPAL ASSURANCQTRLY AUTO LIABILITY		10/2024	1ST QUARTER	2,241.61
25-51496	10-1402	PHILLIP STINCHCOMB LIVING TWATER LEASE		10/2024	SEPT 2024	1,604.60
25-51850	10-1622	WESTLAKE ACE HARDWARE	COUPLING & PVC	10/2024	3504441	14.74
25-51920	10-1622	WESTLAKE ACE HARDWARE	BATTERIES,LEDLIGHTS,STRAI	10/2024	3504455	106.96
25-51904	10-2143	WARREN CAT	PM1SERVICEFORBOOSTER	10/2024	OP18731	618.51
25-51748	10-3919	MISSISSIPPI LIME	25 TONS OF LIME	10/2024	1748675	9,871.31
25-51807	10-3919	MISSISSIPPI LIME	25 TONS OF LIME	10/2024	CD28210	9,851.62
DEPARTMENT TOTAL:						37,020.89
DEPARTMENT: 12.1 UTILITY - WATER LINE						
25-51924	10-004654	OKLAHOMA TURNPIKE AUTHORITYTOLL FEES		10/2024	25260326	1.55
25-51839	10-006186	EARNHEART CRESCENT, LLC	5000UNLEAD3000DIDIESEL	10/2024	6098	465.32
25-51829	10-1066	OKLAHOMA CONTRACTOR'S SUPPL6 FOOT FIRE HYDRANT		10/2024	0381603-IN	3,544.00
25-51856	10-1066	OKLAHOMA CONTRACTOR'S SUPPLPATTY LANE & BRIDGPORT		10/2024	0381719-IN	2,252.00
25-51858	10-1085	OKLAHOMA MUNICIPAL ASSURANCQTRLY AUTO LIABILITY		10/2024	1ST QUARTER	2,122.30
25-51832	10-1622	WESTLAKE ACE HARDWARE	QUICKSET CEMENT	10/2024	3504437	22.36
25-51937	10-4352	MCBRIDE CLINIC	DRUG SCREENS	10/2024	44890	32.00
DEPARTMENT TOTAL:						8,439.53
DEPARTMENT: 12.2 UTILITY - SEWER						
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES,INTERNET	10/2024	20240930	282.06
25-51839	10-006186	EARNHEART CRESCENT, LLC	5000UNLEAD3000DIDIESEL	10/2024	6098	110.04
25-51858	10-1085	OKLAHOMA MUNICIPAL ASSURANCQTRLY AUTO LIABILITY		10/2024	1ST QUARTER	3,107.12
25-51921	10-2123	HOME DEPOT CREDIT SVCS	BLADE SAWS	10/2024	008778/5424408	119.00
25-51711	10-3245	KRAPFF REYNOLDS CONST CO	VAC TRUCK	10/2024	24197 LIFT STATION	2,500.00
DEPARTMENT TOTAL:						6,118.22

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT	
DEPARTMENT: 97.0		DEBT SERVICE					
25-51512	10-3436	BANCFIRST	2013 REV. NOTE	10/2024	NOV NOTE	8,484.67	
25-51890	10-3436	BANCFIRST	24-0012-L OWRB-BPWA	10/2024	NOV 2024	40,599.38	
DEPARTMENT TOTAL:						49,084.05	
FUND TOTAL:						255,312.68	

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BETHANY HOSPITAL TRUST MEETING

BETHANY CITY HALL

TUESDAY, OCTOBER 1, 2024

6:30 P.M.

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

Chairman Lloyd called the Bethany Hospital Trust meeting to order at 7:25 P.M.

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

- A. APPROVAL OF MINUTES FROM 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.**

A motion was made by Trustee Magirowsky seconded by Trustee Larsen to approve the Consent Docket as presented. Yes Votes: Lloyd, Magirowsky, Knapp, Larsen, Plank, Palmer, McPhail, and Powell. 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 15, 2024**.

Chairman Lloyd adjourned the Bethany Hospital Trust meeting at 7:25 P.M. until October 15, 2024.

CHAIRMAN

SECRETARY

BETHANY HOSPITAL TRUST

From: Michael Vaughn, Finance Director
Date: October 10, 2024
Subject: Claims list for the 10/15/2024 Bethany Hospital Trust Meeting

BETHANY HOSPITAL TRUST

FUND	AMOUNT
Bethany Hospital Trust	\$ -
TOTAL	\$ -

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 409,926.16
Bethany Public Works Authority	\$ 255,312.68
Bethany Hospital Trust	\$ -
Bethany Development Authority	\$ -
TOTAL	\$ 665,238.84

RECOMMENDATION

1. Approve claims as presented.



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BETHANY DEVELOPMENT AUTHORITY

BETHANY CITY HALL

TUESDAY, OCTOBER 1, 2024

6:30 P.M.

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

Chairman Lloyd called the Bethany Development Authority meeting to order at 7:25 P.M.

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

- A. APPROVAL OF MINUTES FROM 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.**

A motion was made by Trustee Plank, seconded by Trustee Magirowsky to approve the Consent Docket as presented. Yes votes: Lloyd, Magirowsky, Knapp, Larsen, Plank, Palmer, McPhail, Powell. 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 15, 2024.**

Chairman Lloyd adjourned the Bethany Development Authority meeting at 7:26 P.M. until October 15, 2024.

CHAIRMAN

SECRETARY

BETHANY DEVELOPMENT AUTHORITY

From: Michael Vaughn, Finance Director
Date: October 10, 2024
Subject: Claims list for the 10/15/2024 Bethany Development Authority Meeting

BETHANY DEVELOPMENT AUTHORITY

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

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 409,926.16
Bethany Public Works Authority	\$ 255,312.68
Bethany Hospital Trust	\$ -
Bethany Development Authority	\$ -
TOTAL	\$ 665,238.84

RECOMMENDATION

1. Approve claims as presented.

