
On Thursday, November 14, 2024, at or before 4:59 p.m., agenda was posted at the front doors of City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: cityofbethany.org. The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

AGENDA

BETHANY CITY COUNCIL

**TUESDAY, NOVEMBER 19, 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 November 5, 2024, Regular Meeting.
 - B. Approval of Claims: These claims have been found to be in order by staff and proper as to form and procedure and are recommended for payment. A copy of the Claims List is included in the agenda packet.
 - C. Public Improvement-Routine Item: Accept Traffic Signalization Improvements for NW 23rd and N Rockwell (General Obligation Bond Proposition 1-A) and NW 36th and N Rockwell (General Obligation Bond Proposition 1-B) as public improvements and place maintenance bonds into effect.
 - D. Approval of Engagement Letter with Arledge and Associates for FY 2024 ending June 30, 2024, and authorize the mayor to sign the document on behalf of the City of Bethany.

- E. Finding of proper notice and declaration of delinquency for sewer and sanitary services located at the following Oklahoma City addresses pursuant to Bethany Code of Ordinances 50.11 and possible request by City Clerk to remove item from consent docket for a public hearing:

11004 Blue Stem Dr	5917 East Lake Dr
10213 Eastlake Dr	10301 Eastlake Dr
11404 Springcreek Rd	6303 NW 63 rd St
6399 NW 63 rd St	6409 NW 63 rd St
5936 NW 81 st St	5908 NW 82 nd Cir

4. Possible Public Hearing on items pulled from consent docket for declaration of delinquency for utility services. *(Michael Vaughn, Finance Director)*
- A. Open the public hearing by majority vote.
 - B. Call to the interested party of the address(es) about termination of service.
 - C. Call to the public about termination of service.
 - D. Close the public hearing by majority vote.
 - E. Discussion and possible action on addresses pulled from Consent Docket.
5. Consideration and possible adoption of Resolution No. 1708, a resolution declaring certain utility customer accounts delinquent and authorizing the submittal of said accounts to Oklahoma City for termination of water service. *(Michael Vaughn, Finance Director)*
6. Mayoral Proclamation: Small Business Saturday
7. Mayoral Proclamation: Daily Living Centers 50th Anniversary
8. Mayoral Certificate of Achievement for the 2024 Oklahoma Class 4A Lady Broncho State Volleyball Champions.
9. 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.)*
10. Consideration and possible adoption of Resolution No. 1683, 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 special election on **February 11, 2025** in the City of Bethany, Oklahoma for the purpose of submitting proposed amendments to the charter of the City of Bethany, Oklahoma, and providing for the conduct of the election by the Oklahoma County Election Board and providing for notice of election. *(Chris Powell, Council Member / Ray Jones, City Attorney) (Tabled at the November 5, 2024, regular meeting.)*

11. Consideration and possible adoption of Resolution No. 1706, 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 special election on **February 11, 2025** in the City of Bethany, Oklahoma for the purpose of submitting proposed amendments to the charter of the City of Bethany, Oklahoma, by means of initiative petition and providing for the conduct of the election by the Oklahoma County Election Board and providing for notice of election. *(Chris Powell, Council Member / Ray Jones, City Attorney) (Tabled at the November 5, 2024, regular meeting.)*
12. Discussion and possible action to approve Anti Displacement and Relocation plan for #19495 CDBG 24 Water System Improvements Project. *(Elizabeth Gray, City Manager)*
13. Discussion and possible action to approve Resolution No. 1707 for #19495 CDBG 24 authorizing the Mayor and/or City Manager of the City of Bethany to approve and sign invoices related to the construction of the CDBG waterline replacement project to expedite the process of CDBG funds draw down, with the understanding that said invoices will not be paid until the council approves the invoice in a formal meeting. *(Elizabeth Gray, City Manager)*
14. Consideration and possible approval of Ordinance No. 2067, an ordinance amending the Employee Retirement System, Defined Benefit Plan for the City of Bethany, Oklahoma by adopting a revised and restated retirement plan; providing retirement benefits for eligible employees of the City of Bethany, Oklahoma; providing for purpose and organization; providing for definitions; providing for eligibility and participation; providing for non-alienation of benefits; providing for employer and employee contributions; providing for accounting, allocation, and valuation; providing benefits; providing for required notice; providing for amendments and termination; providing for transfer to and from other plans; creating a retirement committee and providing for powers, duties, and rights of retirement committee; providing for payment of certain obligations; providing for duration and payment of expenses; providing for effective date; providing for vesting schedules; providing for a fund to finance the system to be pooled with other incorporated cities, towns and their agencies and instrumentalities for purposes of administration, management, and investment as part of the Oklahoma Municipal Retirement Fund; providing for payment of all contributions under the system to the Oklahoma Municipal Retirement Fund for management and investment; providing for repealer and severability; adopting those amendments mandated by the internal revenue code; and declaring an emergency.
 - A. Presentation by staff and/or interested party.
 - B. Consideration and possible action to approve Ordinance No. 2067, on reading by title only.
 - C. Motion to approve Sections 1-6 of Ordinance No. 2067.

15. Consideration and possible approval to ratify emergency repair expenditures utilizing the Krapff-Reynolds Construction Co. on call/emergency contract for Waterline Repair Services at 3913 Patty Lane and 3912 Spyglass Lane in Bethany Oklahoma in the approximate amount of \$65,000.00. *(Elizabeth Gray, City Manager)*
16. Consideration and possible approval of Construction Contract with Urban Contractors, LLC for Peniel Avenue Sanitary Sewer Lift Station and Pipe Bursting Improvements for American Rescue Plan Act Grant in the amount of \$1,650,475.00 and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
17. Consideration and possible approval of Construction Contract with C4L, LLC for the General Obligation Bond Proposition 3-C Animal Welfare Shelter Project for the bid amount of \$204,351.00 and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
18. Consideration and possible approval authorizing permission to advertise for bids for the General Obligation Proposition 1-D Pavement Improvement Project (N Peniel Avenue from NW 39th to NW 42nd). *(Elizabeth Gray, City Manager)*
19. Consideration and possible approval of Radio Lease Agreement between the City of Bethany and Bethany Children's Health Center for a term of five years and an annual lease price of \$240.00 and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
20. Consideration and possible action regarding the Ward 1 vacancy on the Utility Billing Policy Committee and the structure of the committee. *(Marilyn McPhail, Council Member)*
(Tabled at the November 5, 2024, regular meeting.)
21. **PROPOSED EXECUTIVE SESSION** to discuss the performance evaluation and contract of City Manager, Elizabeth Gray, pursuant to the clause in Section 5 of the Employment Agreement approved on September 15, 2020, and 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
22. Consideration and possible action following executive session regarding contract with City Manager Elizabeth Gray pursuant to the Employment Agreement approved on September 15, 2020. *(Elizabeth Gray, City Manager)*

23. 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”)*.
24. City Attorney’s Report.
25. City Manager’s Report.
 - A. Financial Report.
26. Mayor and Council Members Comments and Suggestions.
27. Adjourn until December 3, 2024.

BETHANY PUBLIC WORKS AUTHORITY

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

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 - B. Approval of Claims: These claims have been found to be in order by staff and proper as to form and procedure and are recommended for payment. A copy of the Claims List is included in the agenda packet.
2. Consideration and possible approval of Construction Contract with Urban Contractors, LLC for Peniel Avenue Sanitary Sewer Lift Station and Pipe Bursting Improvements for American Rescue Plan Act Grant in the amount of \$1,650,475.00 and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
3. Consideration and possible approval to ratify emergency repair expenditures utilizing the Krapff-Reynolds Construction Co. on call/emergency contract for Waterline Repair Services at 3913 Patty Lane and 3912 Spyglass Lane in Bethany Oklahoma in the approximate amount of \$65,000.00. *(Elizabeth Gray, City Manager)*
4. New Business *(As defined by the Oklahoma Open Meeting Act § 311 (A) (9) as “matters not known about or which could not have reasonably been foreseen prior to the time of posting the agenda”)*.
5. Adjourn until December 3, 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 December 3, 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 December 3, 2024.

Public Participation Note: The City Council and Staff of the City of Bethany strongly encourages the input and involvement of the citizens to help ensure that the City government provides the highest level of services to meet the public 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 Friday, November 1, 2024, at or before 4:59 p.m., agenda was posted at the front doors of City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: cityofbethany.org. The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

BETHANY CITY COUNCIL MEETING

BETHANY CITY HALL

TUESDAY, NOVEMBER 5, 2024

6:30 P.M.

MEMBERS PRESENT:	Nikki Lloyd Jeff Knapp Ken Smart Chris Powell Steve Palmer Brian Magirowsky Marilyn McPhail	Mayor Vice-Mayor Council Member Council Member Council Member Council Member Council Member
MEMBERS ABSENT:	Peter Plank Kathy Larsen	Council Member 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 Vice-Mayor Knapp.
The Flag Salute was conducted by Council Member Magirowsky.

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

- A. APPROVAL OF MINUTES FROM OCTOBER 15, 2024, REGULAR MEETING.**
- B. APPROVAL OF MINUTES FROM OCTOBER 15, 2024, SPECIAL CALLED MEETING.**

- C. APPROVAL OF CLAIMS: THESE CLAIMS HAVE BEEN FOUND TO BE IN ORDER BY STAFF AND PROPER AS TO FORM AND PROCEDURE AND ARE RECOMMENDED FOR PAYMENT. A COPY OF THE CLAIMS IS INCLUDED IN THE AGENDA PACKET.**

- D. PUBLIC IMPROVEMENT ROUTINE ITEM: ACCEPTANCE OF OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) PERMIT TO CONSTRUCT PENIEL SANITARY SEWER LIFT STATION AND PIPE BURSTING IMPROVEMENT PROJECT.**

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

ITEM NO. 4 on the agenda was MAYORAL PROCLAMATION: NATIONAL AMERICAN INDIAN HERITAGE MONTH.

Angela Nievar received the proclamation on behalf of all American Indians.

ITEM NO. 5 on the agenda was MAYORAL PROCLAMATION: DAILY LIVING CENTERS 50TH ANNIVERSARY.

Mayor Lloyd tabled this item to the next meeting due to those that could not attend.

ITEM NO. 6 on the agenda was VOICES TO VOTES SMITHSONIAN PRESENTATION BY RHONDIA BANKS, BETHANY LIBRARY MANAGER.

Rhondia Banks spoke about the Voices to Vote Smithsonian Exhibit that will be at the Bethany Library, December 14th – January 25th.

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

Andrew West- 6708 NW 39th Street- Roadwork on 39th-lights.

ITEM NO. 8 on the agenda was WRITTEN COMMUNICATIONS PURSUANT TO BETHANY ORDINANCE 30.24 (A) (1) (B). (PETER PLANK, COUNCIL MEMBER)

Mayor Lloyd read a statement from Council Member Plank requesting this item be moved to the second meeting in November due to him being out of town.

Mayor Lloyd reordered the agenda to move Item 16 before Item 9 as it is directly responding to Item 8.

ITEM NO. 16 on the agenda was **CONSIDERATION AND POSSIBLE ACTION REGARDING THE WARD 1 VACANCY ON THE UTILITY BILLING POLICY COMMITTEE AND THE STRUCTURE OF THE COMMITTEE. (MARILYN MCPHAIL, COUNCIL MEMBER)**

A motion was made by Council Member Magirowsky, seconded by Council Member Smart to table this item to the next meeting. Yes votes: Knapp, Lloyd, Powell, Smart, Magirowsky. No votes: Palmer, McPhail. Motion approved.

ITEM NO. 9 on the agenda was the **CITY-WIDE PUBLIC WORKS PROJECT UPDATES BY TEIM DESIGN (ELIZABETH GRAY, CITY MANAGER)**

Steve Manek with TEIM Design presented a slideshow updating the council on all public works projects. This presentation is included in the agenda.

MAYOR LLOYD REOPENED ITEM NO. 16. and called for a roll call vote to have Mr. Palmer's statements with the email from Mr. Plank included in the minutes. Yes votes: McPhail, Magirowsky, Smart, Powell, Palmer, Knapp, Lloyd. No votes: None. Motion approved.

Council Member Plank's Letter and Council Member Palmer's comments are as follows:

To the members of the City of Bethany Utility Billing Policy committee,

This will serve as notice of my intent of stepping down from this committee effective today.

After a well-publicized first meeting of this newly formed committee, we listened intently to 13 utility customers as they addressed this committee with legitimate concerns about their utility bills. Those customer issues were forwarded to the city manager so that city staff could address each one.

The second meeting of this committee had only two returning utility customers (who were at the first meeting) voice their concerns about their water bills. As of today, all of these customers issues that were brought to this committee have been addressed by city staff.

Think about that, out of 7,000+ utility customers and two well-publicized meetings, only 13 complaints from utility customers were presented. That in my opinion, is an excellent track record of our city employees providing services to our City of Bethany utility customers and adhering to our existing utility service policies.

Last meeting, each committee member was handed out utility policies from other metro area cities including Oklahoma City and Edmond. These were to be referenced for comparison as the committee moved forward with the possibility of reworking the City of Bethany policies. As you well know, our city does not have the revenue source or the employee

base to compete with utility policies of OKC and Edmond. (Council Member Palmer stated,” with all due respect I strongly disagree.”)

At this meeting, two other issues discussed were: making customers past monthly bill history accessible on the website and marking more clearly on the monthly water bill if it is ‘estimated’ (Council Member Palmer stated, “That’s a problem. We have not done that consistently and the information is not available related to payment history for each individual online which should be addressed.”) These two items can be handled internally and does not require policy change. (Mr. Palmer stated, “I respectfully disagree.”)

It was also discussed at the second meeting about looking into establishing some type of ‘Customer Bill of Rights.’ (Council Member Palmer stated, “That’s my label, I put it in there and it’s something we should implement as a council for the residents”.) Over 7,000+ utility customers and only 13 legitimate issues do not create a need for a Customer Bill of Rights and revamping our current utility policies. (Mr. Palmer stated, “I respectfully disagree.”) In my opinion, this committee is trying to create solutions to problems that do not exist. (Mr. Palmer stated, “I respectfully disagree.”) This would be a slap in the face to the hard-working men and women of our Utility Dept and Customer Service that provide this much needed service to the citizens of Bethany and who take care of their customers each and every day. (Mr. Palmer stated, “It is not his position to criticize the employees. I strongly disagree”.)

Therefore, today I am stepping down from this Utility Billing Policy committee, and again, I have no desire to spend my time trying to create solutions to problems that do not exist within our City of Bethany utility department and its current policies.

Sincerely submitted,

Peter Plank

ITEM NO. 10 on the agenda was **DISCUSSION, CONSIDERATION, AND POSSIBLE APPROVAL TO CONSTRUCT TWO ROUTE 66 MONUMENT SIGNS IN THE MEDIANS OF NW 39TH EXPRESSWAY. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Council Member Palmer, seconded by Vice-Mayor Knapp to approve to construct two route 66 monument signs in the medians of NW 39th Expressway. Yes votes: Magirowsky, Knapp, McPhail, Palmer, Smart, Powell, Lloyd. No votes: None. Motion approved.

ITEM NO. 11 on the agenda was **CONSIDERATION AND POSSIBLE ADOPTION OF RESOLUTION NO. 1683, 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 SPECIAL ELECTION ON ~~JANUARY 9, 2024~~ FEBRUARY 11, 2025 IN THE CITY OF BETHANY, OKLAHOMA FOR THE PURPOSE OF SUBMITTING PROPOSED AMENDMENTS TO THE CHARTER OF THE CITY OF BETHANY, OKLAHOMA, AND PROVIDING FOR NOTICE OF ELECTION.**

(CHRIS POWELL, COUNCIL MEMBER / RAY JONES, CITY ATTORNEY) (TABLED FROM THE NOVEMBER 7, 2023, REGULAR MEETING)

A motion was made by Council Member Palmer, seconded by Council Member Smart to table this item. Yes votes: Smart, Lloyd, Powell, Magirowsky, Palmer, McPhail, Knapp. No votes: None. Motion approved.

ITEM NO. 12 on the agenda was **CONSIDERATION AND POSSIBLE ADOPTION OF RESOLUTION NO. 1706, 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 SPECIAL ELECTION ON FEBRUARY 11, 2025 IN THE CITY OF BETHANY, OKLAHOMA FOR THE PURPOSE OF SUBMITTING PROPOSED AMENDMENTS TO THE CHARTER OF THE CITY OF BETHANY, OKLAHOMA, BY MEANS OF INITIATIVE PETITION AND PROVIDING FOR THE CONDUCT OF THE ELECTION BY THE OKLAHOMA COUNTY ELECTION BOARD AND PROVIDING FOR NOTICE OF ELECTION. (CHRIS POWELL, COUNCIL MEMBER / RAY JONES, CITY ATTORNEY)**

A motion was made by Council Member Palmer, seconded by Council Member Smart to table this item. Yes votes: Smart, Lloyd, Magirowsky, Palmer, McPhail, Knapp. No votes: Powell. Motion approved.

ITEM NO. 13 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF AMENDMENT NO. 1 AND CHANGE ORDER NO. 2 WITH TLS GROUP FOR TRAFFIC SIGNALIZATION IMPROVEMENTS FOR NW 23RD AND N. ROCKWELL (GENERAL OBLIGATION BOND PROPOSITION 1-A) AND NW 26TH AND N. ROCKWELL (GENERAL OBLIGATION BOND PROPOSITION 1-B) IN THE DEDUCT AMOUNT OF \$18,297.58 AND AUTHORIZE THE MAYOR TO SIGN THE DOCUMENT ON BEHALF OF THE CITY OF BETHANY. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Council Member Palmer, seconded by Vice-Mayor Knapp to approve Amendment No. 1 and Change Order No. 2 with TLS Group for Traffic Signalization Improvements for NW 23rd and N. Rockwell (General Obligation Bond Proposition 1-A) and NW 36th and N. Rockwell (General Obligation Bond Proposition 1-B) in the deduct amount of \$18,297.58 and authorize the mayor to sign the document on behalf of the City of Bethany. Yes votes: Knapp, Powell, Magirowsky, Smart, Palmer, McPhail, Lloyd. No votes: None. Motion approved.

ITEM NO. 14 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF ENGINEERING DESIGN CONTRACT WITH TEIM DESIGN FOR OKLAHOMA COUNTY ARPA FUNDED 34TH STREET HEALTHY LIVING AND ACTIVE COMMUNITY PROJECT AND AUTHORIZE THE MAYOR TO SIGN THE DOCUMENT ON BEHALF OF THE CITY OF BETHANY. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Council Member Palmer, seconded by Council Member Smart to approve engineering design contract with Teim Design for Oklahoma County ARPA funded 34th Street Healthy Living and Active Community Project and authorize the

mayor to sign the document on behalf of the City of Bethany. Yes votes: Knapp, Lloyd, Palmer, McPhail, Powell, Smart, Magirowsky. No votes: None. Motion approved.

ITEM NO. 15 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF NOTICE TO CITY CLERK REGARDING 2025 SCHEDULE OF REGULAR MEETINGS OF THE CITY COUNCIL, Bethany PUBLIC WORKS AUTHORITY, BETHANY HOSPITAL TRUST, BETHANY DEVELOPMENT AUTHORITY, PLANNING & ZONING COMMISSION, BOARD OF ADJUSTMENT, AND BETHANY ECONOMIC DEVELOPMENT AUTHORITY. (ELIZABETH GRAY, CITY MANAGER / RAY JONES, CITY ATTORNEY)**

A motion was made by Council Member Magirowsky, seconded by Vice-Mayor Knapp to approve Notice to City Clerk regarding 2025 Schedule of Regular Meetings of the City Council, Bethany Public Works Authority, Bethany Hospital Trust, Bethany Development Authority, Planning & Zoning Commission, Board of Adjustment, and Bethany Economic Development Authority. Yes votes: Lloyd, Magirowsky, Knapp, Palmer, McPhail, Smart, Powell. No votes: None. Motion approved.

ITEM NO. 17 on the agenda was the **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. 18 on the agenda was the **CITY ATTORNEY’S REPORT.**

City Attorney Jones gave a report of his past two weeks work.

ITEM NO. 19 on the agenda was the **CITY MANAGER’S REPORT.**

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

ITEM NO. 20 on the agenda was **COUNCIL MEMBERS’ ANNOUNCEMENTS, COMMENTS, AND PROPOSALS.**

ITEM NO. 21 on the agenda was **ADJOURN UNTIL NOVEMBER 19, 2024.**

Mayor Lloyd adjourned the Bethany City Council meeting at 7:56 P.M. until November 19, 2024.

MAYOR

CITY CLERK

BETHANY CITY COUNCIL

From: Michael Vaughn, Finance Director
Date: November 14, 2024
Subject: Claims list for the 11/19/2024 City Council Meeting

GENERAL OPERATIONS FUND

FUND	AMOUNT
General Operations Fund	\$ 158,810.35
Public Safety Fund	\$ 249.18
Capital Improvement Fund	\$ 382.96
2016 Library GO Bond	\$ 1,243.13
Debt Service	\$ 938,218.75
2022A GO Bond	\$ 250,546.40
Municipal Court Fund	\$ 8,928.24
TOTAL	\$ 1,358,379.01

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 1,358,379.01
Bethany Public Works Authority	\$ 460,141.51
Bethany Hospital Trust	\$ 5,749.75
Bethany Development Authority	\$ -
TOTAL	\$ 1,824,270.27

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						
25-52114	10-005216	PERDUE BRANDON FIELDER COLLECT	2024 COLLECTION RPT	11/2024	OCT. 2024-	1,114.50
DEPARTMENT TOTAL:						1,114.50
DEPARTMENT: 01.0 MANAGEMENT						
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES,INTERNET	11/2024	20241031	1,438.60
25-51287	10-005373	CARD SERVICES/PI	MICROSOFT BUSINESS 41	11/2024	E0300UB1EA	512.50
25-51288	10-005373	CARD SERVICES/PI	MICROSOFT AZURE 76 LICENS	11/2024	E0300UBDRJ	456.00
25-52199	10-005373	CARD SERVICES/PI	EMPLOYMENT ADS	11/2024	015524714	527.37
25-51153	10-005851	LYTLE, SOULE' & FELTY, P.C.	CONTRACT ATTORNEY SVC.	11/2024	307254	5,000.00
25-51154	10-005851	LYTLE, SOULE' & FELTY, P.C.	OUTSIDE CONTRACT SVC.	11/2024	307242	1,979.50
25-52150	10-006186	EARNHEART CRESCENT, LLC	4452UNLEAD&3474DIESEL	11/2024	24344444312035099	92.16
25-52108	10-006205	GRAFTEC COMMUNICATIONS INC.	BUSINESS CARDS	11/2024	46446	45.00
25-52096	10-0883	LOCKE SUPPLY CO.	Air Filters for City Hall	11/2024	53947087-00	240.39
25-52038	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY INS.	11/2024	20241201	1,994.00
25-51572	10-2448	MARGARET MCMORROW-LOVE	ATTORNEY SVC.	11/2024	18865	416.00
25-52109	10-2582	CMAO	MEMBERSHIP RENEWAL	11/2024	18539	700.00
25-51170	10-3196	IMAGENET CONSULTING, LLC	MANAGED IT	11/2024	INV1085204	7,777.50
25-52185	10-3331	RUCKER MECHANICAL	LOBBY THERMOSTAT UNIT 7	11/2024	99105	551.25
DEPARTMENT TOTAL:						21,730.27
DEPARTMENT: 02.0 FINANCE						
25-52194	10-1715	TYLER TECHNOLOGIES	INCDE ANNUAL FEES	11/2024	025-479556	39,845.22
DEPARTMENT TOTAL:						39,845.22
DEPARTMENT: 03.0 COURT						
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES,INTERNET	11/2024	20241031	438.90
25-51682	10-006123	CHRISTOPHER T. STEIN	PROSECUTOR	11/2024	241016	1,793.00
25-52038	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY INS.	11/2024	20241201	1,738.75
25-51081	10-2274	OZARKA WATER COMPANY	MONTHLY WATER	11/2024	38034977-1023049	25.44
DEPARTMENT TOTAL:						3,996.09

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 05.0		POLICE				
25-52187	10-004605	ONSOLVE, LLC	Annual Fee	11/2024	15314579	1,008.36
25-51523	10-004789	TRADS, INC	TransUnion Usage Monthly	11/2024	OCT. 2024-PD	75.00
25-51888	10-004973	BMW MOTORCYCLES OF OKC	ANNUAL MAINTENANCE	11/2024	60416	3,714.00
25-51375	10-004996	GOODYEAR COMMERCIAL TIRE &	Fleet Tires	11/2024	255-1030626	539.60
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES,INTERNET	11/2024	20241031	38.49
25-52088	10-005321	AMAZON CAPITAL SERVICES,	INLABELS AND CHARGE CORDS	11/2024	3521851	162.14
25-52104	10-005321	AMAZON CAPITAL SERVICES,	INCords and Office Chairs	11/2024	0044254	305.97
25-52084	10-005373	CARD SERVICES/Pl	Halloween Candy	11/2024	20241030	165.03
25-52085	10-005373	CARD SERVICES/Pl	Cleaning Supplies	11/2024	10/30/2024	129.78
25-52090	10-005373	CARD SERVICES/Pl	BATTERY BACKUPS	11/2024	76271	119.98
25-52160	10-005595	RAY'S WESTSIDE TAG AGENCY	Tag for New Durango	11/2024	25-52160	50.00
25-51148	10-006044	HOUSE OF MODS LLC	Fleet Maintenance	11/2024	5543	227.39
25-52123	10-006172	STERLING ELECTRIC	Electrical Repairs	11/2024	6819	635.00
25-52150	10-006186	EARNHEART CRESCENT, LLC	4452UNLEAD&3474DIESEL	11/2024	24344444312035099	5,160.76
25-51879	10-006195	GODFREY'S INDOOR SHOOTING &	Meek Boots	11/2024	S1100075	118.39
25-51882	10-006195	GODFREY'S INDOOR SHOOTING &	Holloway Boots	11/2024	S1105259	118.39
25-52038	10-1085	OKLAHOMA MUNICIPAL ASSURAN	CPROPERTY INS.	11/2024	20241201	2,056.00
25-52009	10-2123	HOME DEPOT CREDIT SVCS	WOOD, FLOOR, PAINT SUPPLY	11/2024	3909 00097 83010	171.90
25-51776	10-2273	PRECISION DELTA	Ammunition	11/2024	32017	1,258.56
25-51934	10-2369	STAN'S PLUMBING INC	Kitchen Sink Clog	11/2024	23297	174.00
25-52013	10-2369	STAN'S PLUMBING INC	ANIMAL SHELTER DRAIN	11/2024	23382	145.00
25-51372	10-2442	SUMNERONE, INC.	3 Copier Lease	11/2024	4109590	235.96
25-51233	10-3098	TS HEAT AND AIR INC	Annual AC PD & Court	11/2024	26190475	436.00
25-51235	10-3098	TS HEAT AND AIR INC	Annual AC Shelter	11/2024	26189836	327.00
25-51142	10-3342	JANI-KING OF OKLAHOMA, INC.	PD Cleaning	11/2024	OKC11240111	1,924.66
25-51454	10-3415	SPECIAL-OPS UNIFORMS, INC.	C. Lee Uniform	11/2024	353518	47.60
25-51455	10-3415	SPECIAL-OPS UNIFORMS, INC.	D. Lee Uniform	11/2024	353516	92.65
25-51456	10-3415	SPECIAL-OPS UNIFORMS, INC.	Ngu Uniforms	11/2024	353517	47.60
25-52168	10-3415	SPECIAL-OPS UNIFORMS, INC.	Raincoats 201&202	11/2024	353519	309.88
25-52153	10-3518	CHAD MEEK	Reimbursement for Gas	11/2024	20241106	40.70
DEPARTMENT TOTAL:						19,835.79
DEPARTMENT: 06.0		FIRE				
25-52074	10-004408	BOUND TREE MEDICAL	NITRILE EXAM GLOVES	11/2024	85541956	699.90
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES,INTERNET	11/2024	20241031	691.37
25-52065	10-005321	AMAZON CAPITAL SERVICES,	INCLOTHES HOOKS AND STORAGE	11/2024	114L-NVYY-R7YM	155.90
25-52087	10-005321	AMAZON CAPITAL SERVICES,	INJANITORIAL SUPPLIES	11/2024	7971408	364.21
25-52189	10-005498	BETHANY FAST LUBE	OIL AND FILTER CHANGE E1	11/2024	97951	529.47
25-51451	10-005510	SAMARITAN EMS	AMBULANCE SVC	11/2024	6918	35,979.50
25-52150	10-006186	EARNHEART CRESCENT, LLC	4452UNLEAD&3474DIESEL	11/2024	24344444312035099	1,289.04
25-52212	10-006214	SKYLINE ELECTRIC, LLC	CAT 6 DATA CABLE INSTALL	11/2024	1273	750.00
25-52038	10-1085	OKLAHOMA MUNICIPAL ASSURAN	CPROPERTY INS.	11/2024	20241201	1,345.50
25-51561	10-1165	CONRAD FIRE EQUIPMENT	REPAIRS TO LADDER-1	11/2024	578975	645.70
25-52130	10-1165	CONRAD FIRE EQUIPMENT	REPAIRS TO ENGINE-1	11/2024	578957	12,465.61
25-52210	10-1165	CONRAD FIRE EQUIPMENT	COOLOANT SENSOR REPAIR	11/2024	578956	150.72
25-52191	10-1622	WESTLAKE ACE HARDWARE	DEWALT BATTERIES	11/2024	3504525	182.98
25-52136	10-2123	HOME DEPOT CREDIT SVCS	OUTDOOR CEILING FAN	11/2024	005333/7163098	159.00

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 06.0 FIRE						
25-52163	10-2123	HOME DEPOT CREDIT SVCS	CLOSET RODS	11/2024	007328/5153127	377.38
25-51696	10-3415	SPECIAL-OPS UNIFORMS, INC.	BADGES AND NAME TAGS	11/2024	352607-352997	854.91
25-51305	10-3920	OSU OFFICE OF THE BURSAR	SWIFT WATER RESCUE	11/2024	20241003	797.00
25-51306	10-3920	OSU OFFICE OF THE BURSAR	ROPE RESCUE TRAINING	11/2024	20241009	310.00
25-52211	10-4090	AT&T MOBILITY	MOBILE DATA	11/2024	10192024-	84.08
DEPARTMENT TOTAL:						57,832.27
DEPARTMENT: 07.0 COMMUNITY DEV						
25-52150	10-006186	EARNHEART CRESCENT, LLC	4452UNLEAD&3474DIESEL	11/2024	24344444312035099	460.78
DEPARTMENT TOTAL:						460.78
DEPARTMENT: 08.1 PUBLIC WORKS - ADMIN						
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES, INTERNET	11/2024	20241031	454.70
25-52135	10-005321	AMAZON CAPITAL SERVICES, INC.	IN JOURNAL, PLANNERS, CALENDER	11/2024	1440254	44.80
25-52038	10-1085	OKLAHOMA MUNICIPAL ASSURANCE	PROPERTY INS.	11/2024	20241201	53.75
DEPARTMENT TOTAL:						553.25
DEPARTMENT: 08.2 PUBLIC WORKS - STREETS						
25-51088	10-004688	TLS GROUP, INC.	MAINT AGREEMENTS SIGNALIZATI	11/2024	1124-1807	480.00
25-52064	10-004688	TLS GROUP, INC.	DX & POSSIBLE REPAIR	11/2024	1246-54466	195.00
25-52067	10-004688	TLS GROUP, INC.	DX & POSSIBLE REPAIRS SIGNALS	11/2024	1246-54484	195.00
25-52125	10-004808	ADVANTAGE BATTERY OF OKLAHO	2 BATTERIES FOR SCHOOL LIGHTS	11/2024	116761	149.98
25-52158	10-004808	ADVANTAGE BATTERY OF OKLAHO	BATTERIES	11/2024	116861	299.96
25-51744	10-0051	AMERICAN SUPPLY COMPANY	2 LAMP POLES & FIXTURES	11/2024	50898	2,590.00
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES, INTERNET	11/2024	20241031	452.32
25-52135	10-005321	AMAZON CAPITAL SERVICES, INC.	IN JOURNAL, PLANNERS, CALENDER	11/2024	1440254	46.27
25-52169	10-005321	AMAZON CAPITAL SERVICES, INC.	ELECTRIC TAP RECEIPT & DIARY	11/2024	0657865	10.00
25-51995	10-006081	CH&W COMMERCIAL TIRE, LLC	4 SKID STEER TIRES	11/2024	3-64939	807.44
25-52150	10-006186	EARNHEART CRESCENT, LLC	4452UNLEAD&3474DIESEL	11/2024	24344444312035099	2,026.29
25-52073	10-0225	GENUINE PARTS	BATTERY FOR SANDER #86	11/2024	7092-073004	96.95
25-52092	10-0609	BOBCAT OF OKLAHOMA CITY	COUPLER FOR SKID STEER	11/2024	P10462	85.85
25-52145	10-0609	BOBCAT OF OKLAHOMA CITY	COUPLER FOR SKID STEER	11/2024	P10656	115.53
25-52152	10-0694	HASKELL LEMON CONST CO	3 TONS OF ASPHALT	11/2024	11890	237.60
25-52038	10-1085	OKLAHOMA MUNICIPAL ASSURANCE	PROPERTY INS.	11/2024	20241201	146.00
25-52097	10-1527	TRAFFIC SIGNALS INC	DX & POSSIBLE REPAIR	11/2024	17354	500.00
25-52161	10-1622	WESTLAKE ACE HARDWARE	sprayers & bulk fastners	11/2024	3504516	94.23
25-52016	10-2702	AMERICAN LOGO & SIGNS	STREET SIGNS	11/2024	33721	440.00
DEPARTMENT TOTAL:						8,968.42

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08.4 PUBLIC WORKS - MAINT						
25-52135	10-005321	AMAZON CAPITAL SERVICES,	INJOURNAL, PLANNERS, CALENDER	11/2024	1440254	8.32
25-52069	10-005992	AEG PETROLEUM	55 GAL DRUM ANTIFREEZE	11/2024	888594	162.52
25-52150	10-006186	EARNHEART CRESCENT, LLC	4452UNLEAD&3474DIESEL	11/2024	24344444312035099	322.54
25-52140	10-0225	GENUINE PARTS	bench vice	11/2024	7092-073572	87.50
25-52038	10-1085	OKLAHOMA MUNICIPAL ASSURAN	CPROPERTY INS.	11/2024	20241201	128.87
25-52129	10-3331	RUCKER MECHANICAL	WASH BARN	11/2024	99020	255.00
DEPARTMENT TOTAL:						964.75
DEPARTMENT: 08.5 PUBLIC WORKS - PARKS						
25-51747	10-0006	A WELDORS SUPPLY	WELDING TANK RENTAL	11/2024	269467	24.80
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES, INTERNET	11/2024	20241031	29.22
25-52102	10-005321	AMAZON CAPITAL SERVICES,	IN2 POOPER SCOOPER	11/2024	5995401	38.98
25-52135	10-005321	AMAZON CAPITAL SERVICES,	INJOURNAL, PLANNERS, CALENDER	11/2024	1440254	16.31
25-52169	10-005321	AMAZON CAPITAL SERVICES,	INELECTRICTAPER RECEIPT&DIARY	11/2024	0657865	68.60
25-52053	10-005373	CARD SERVICES/P1	3REPLACEMENTPETWASTECAN	11/2024	MB2675	297.00
25-52126	10-005624	RAY ALBRIGHT STEEL PRODUCTS	METAL FOR DOG PARK	11/2024	24-7136	33.40
25-52150	10-006186	EARNHEART CRESCENT, LLC	4452UNLEAD&3474DIESEL	11/2024	24344444312035099	1,164.02
25-51697	10-0225	GENUINE PARTS	FOR THE SPRAYER	11/2024	069083	52.95
25-52042	10-0225	GENUINE PARTS	BATTERY FOR BOBCATMOWER	11/2024	072729	44.23
25-52132	10-0225	GENUINE PARTS	SHOCKS FOR UNIT #56	11/2024	7092-073509	237.06
25-52095	10-0883	LOCKE SUPPLY CO.	AIR FLITERS	11/2024	53952581-00	16.34
25-52038	10-1085	OKLAHOMA MUNICIPAL ASSURAN	CPROPERTY INS.	11/2024	20241201	962.00
25-52100	10-1622	WESTLAKE ACE HARDWARE	FIVE BAGS OF CONCRETE	11/2024	3504504	45.93
25-52110	10-1622	WESTLAKE ACE HARDWARE	ANTIFREEZE & CONCRETE MIX	11/2024	3504507	66.67
25-52142	10-1622	WESTLAKE ACE HARDWARE	DISC FOR THE GRIDER	11/2024	3504513	39.96
25-52178	10-1622	WESTLAKE ACE HARDWARE	ARMOR ALL & CLOTHS	11/2024	3504517	38.97
25-52201	10-1622	WESTLAKE ACE HARDWARE	LEVER FLUSH FOR PARKS	11/2024	3504442	8.99
25-52093	10-2123	HOME DEPOT CREDIT SVCS	RECEPTACLE TESTER	11/2024	030497/3022866	39.97
25-52127	10-2123	HOME DEPOT CREDIT SVCS	BOLTS, ANCHORS, WOOD	11/2024	005726/7023409	283.61
DEPARTMENT TOTAL:						3,509.01
FUND TOTAL:						158,810.35

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 99.0		NON-DEPARTMENTAL				
25-52141	10-005321	AMAZON CAPITAL SERVICES, INC	Connection Cables	11/2024	1628248	89.22
25-52143	10-005373	CARD SERVICES/P1	TV Mounts, Harbor Freight	11/2024	928303	159.96
DEPARTMENT TOTAL:						249.18
FUND TOTAL:						249.18

FUND: 031- CAPITAL IMPROVE PROJECTS

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		PROJECTS >\$25,000				
25-52089	10-1329	SCHWARZ (BORAL) READY MIX	2 YARDS OF CONCRETE	11/2024	328798	336.00
25-52093	10-2123	HOME DEPOT CREDIT SVCS	RECEPTACLE TESTER	11/2024	030497/3022866	46.96
DEPARTMENT TOTAL:						382.96
FUND TOTAL:						382.96

FUND: 032- 2016 LIBRARY GO BOND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 99.0		NON-DEPARTMENTAL				
25-51961	10-4388	ISG TECHNOLOGY, LLC	Library & Park Cameras	11/2024	ISG358654	1,243.13
DEPARTMENT TOTAL:						1,243.13
FUND TOTAL:						1,243.13

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 99.0		NON-DEPARTMENTAL				
25-52204	10-005481	BANCFIRST BLT	2016 BOND	11/2024	DEC. 2024--	58,187.50
25-52205	10-005481	BANCFIRST BLT	2022B BOND	11/2024	DEC. 2024-	99,562.50
25-52206	10-005481	BANCFIRST BLT	2022A BOND	11/2024	DEC. 2024	780,468.75
DEPARTMENT TOTAL:						938,218.75
FUND TOTAL:						938,218.75

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		Projects				
25-51370	10-005932	LIPPERT BROTHERS, INC.	PROP 3-A-FIRE DEPT.	11/2024	PAY APP #11	110,160.15
25-51410	10-006184	C4L, LLC	PROP 2-A ELDON LYON	11/2024	INVOICE #4	92,957.50
25-51411	10-006184	C4L, LLC	PROP 2-C GARRISON	11/2024	INVOICE #4	47,428.75
DEPARTMENT TOTAL:						250,546.40
FUND TOTAL:						250,546.40

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A		NON-DEPARTMENTAL				
25-52111	10-1869	CLEET	OCT 2024 CLEET REPORT	11/2024	OCT. 2024	2,999.73
25-52112	10-1970	OSBI	OCT 2024 AFIS REPORT	11/2024	OCT. 2024	3,108.16
25-52113	10-1970	OSBI	OCT 2024 FORENSIC RPT	11/2024	OCTOBER 2024	2,805.35
25-52115	10-4235	OKLA BUREAU OF NARCOTICS	OCT 2024 OBN REPORT	11/2024	OCTOBER 2024-	15.00
DEPARTMENT TOTAL:						8,928.24
FUND TOTAL:						8,928.24
GRAND TOTAL:						1,824,270.27

BETHANY CITY COUNCIL

From: Elizabeth Gray, City Manager
Date: November 19, 2024
Subject: Accept Traffic Signalization Improvements for NW 23rd and N. Rockwell (G.O. Bond Proposition 1-A) and NW 36th and N. Rockwell (G.O. Bond Proposition 1-B).

BACKGROUND

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

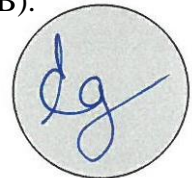
On April 24, 2023, the City of Bethany entered into a contract for engineering and design services with TEIM Design, LLC. Bids were opened on December 21, 2023, and the project was awarded to TLS Group, Inc. in the amount of \$819,400.88. Change Order 1 and 2, and Amendment 1 reduced the final contract amount to \$806,553.30.

The work is now complete.

RECOMMENDATION

1. Accept Traffic Signalization Improvements for NW 23rd and N. Rockwell (G.O. Bond Proposition 1-A) and NW 36th and N. Rockwell (G.O. Bond Proposition 1-B).

ADDITIONAL COMMENTS
2022 G. O. Bond Proposition 1





TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

November 11, 2024

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

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

Dear Ms. Gray,

We have completed our final inspection and recommend the City accept the project and place the maintenance bond into effect.

Should you need anything else please let us know.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'RW' or 'RWS', written in a cursive style.

Robbie Williams, PE

Attachment: Maintenance Bond

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

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

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

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

ATTEST:

TLS Group Inc.



Kelley Zardenuff
Assistant Secretary

By [Signature]
Principal

ATTEST:

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

[Signature]
Secretary Kellie A. Meyer, Witness

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

Approved as to form this 16 day of January, A.D., 2024.

[Signature]
City Attorney



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

POWER OF ATTORNEY

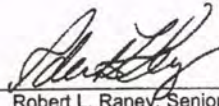
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that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

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



State of Connecticut

City of Hartford ss.

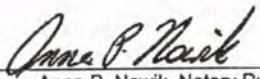
By: 
 Robert L. Raney, Senior Vice President

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

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

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




 Anna P. Nowik, Notary Public

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

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

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

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

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

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

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




 Kevin E. Hughes, Assistant Secretary

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

BETHANY CITY COUNCIL

From: Michael Vaughn, Finance Director
Date: 11/19/2024
Subject: Arledge and Associates FY 24 Audit Engagement Letter

BACKGROUND

The City of Bethany awarded Arledge And Associates a five-year contract for financial auditing services. This will be the second year of the contract. They require a signed engagement letter for their services. The funding for these services is in line with their five-year quote and is included in the FY 25 budget.

RECOMMENDATION

1. To authorize the execution of the engagement letter.

ADDITIONAL COMMENTS



FY-2024 SINGLE AUDIT ENGAGEMENT LETTER

November 1, 2024

To the Honorable Mayor and Members of the City Council

We are pleased to confirm our understanding of the services we are to provide for City of Bethany, Oklahoma for the year ended June 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City as of and for the year ended June 30, 2024. Accounting standards generally accepted in the United States of America (GAAS) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAS and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedules
- 3) Pensions Plan Funding Schedules; and
- 4) Schedules of OPEB Funding

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- 1) Schedule of expenditures of federal awards
- 2) General Fund Accounts Combining Schedules
- 3) Nonmajor Governmental Combining Schedules
- 4) Bethany Public Works Authority Combining Schedules

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAS and report on the

fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

Our audit of financial statements does not relieve you of your responsibilities.



Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.



You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAS). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAS; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAS; (3) the methods of measurement or presentation have not changed



from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the Mayor and City Council of the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Arledge & Associates, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State Auditor and Inspector or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Arledge & Associates, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the State Auditor and Inspector. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Jake Winkler, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be \$25,200. Additionally, should a single audit be required under Uniform Guidance, we will charge a fee of \$5,000 for the first major program and \$2,500 for each additional program. This fixed price includes an electronic pdf copy of the report for distribution to your board members and others and 1 bound copy. Additionally bound copies are available for \$0.50 per page. This fee includes our miscellaneous charges, such as travel and meals. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.



Because our Engagement Letter provides ongoing access to the accounting and business advice you need on a fixed-price basis, you are not inhibited from seeking timely advice from us. While the fixed price entitles you to unlimited consultation with us, if your questions or issues require additional research and analysis beyond consultation, that work will be subject to an additional price negotiation before the service is to be performed, an Addendum to the Engagement Letter will be issued before delivery of the additional service is to be performed, with payment terms agreed to in advance. By virtue of signing this document, you have indicated that your reporting entity has been appropriately defined, all trial balances will be reasonably adjusted, your key accounts will be reconciled, unusual transactions, significant financial estimates and disclosures have been communicated to us prior to the date at the top of this letter. Also, you have indicated that the entity has competent personnel in key financial positions and there has been no turnover in the accounting/finance department. If we find that the facts are difference for any of the preceding assumptions, we will negotiate an Addendum to the Engagement Letter and negotiate a new engagement fee before we issue our final report.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Mayor and City Council of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Cost of Consequential Damages

Any liability of Arledge & Associates, P.C. and its personnel to the City is limited to the amount of the annual fee the City paid for this audit engagement as liquidated damages.

The City agrees that any dispute regarding this engagement will, prior to resorting to litigation, be submitted to mediation upon request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The American Arbitration Association will administer any such mediation in accordance with its Commercial Mediation Rules. The results of the mediation proceeding shall be binding only if both Arledge & Associates, P.C. and the Organization agree to be bound. Arledge & Associates, P.C. and the Organization will share any cost of mediation equally.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Sincerely,



Arledge & Associates, P.C.



RESPONSE:

This letter correctly sets forth the understanding of the City of Bethany, Oklahoma.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____



CITY OF BETHANY

From: Michael Vaughn, Finance Director
Date: 11/19/2024
Subject: Delinquent Utility Account Hearing for various Bethany Utility Customers

BACKGROUND

On October 17, 2024, the City of Bethany mailed via certified mail notices of delinquency to a number of utility customers that have Bethany sewer services and Oklahoma City water. Per Bethany Ordinance 2049, customers are entitled to a hearing before Council prior to Council declaring the accounts delinquent and submitting them to Oklahoma City to request termination of their water service. All of the utility customers notified have not paid for any Bethany utility services for at least thirty days past their bill's due date.

Ordinance 2049 states that if the customer desires a hearing, they must contact the City Clerk's office at least 24 hours prior to the designated Council meeting or make payment arrangements with the Utility Billing office. As of the date of the preparation of this agenda, none of the notified customers have contacted the City.

RECOMMENDATION

1. Approve Resolution No. 1708 finding the accounts of the listed utility customers' delinquent.

ADDITIONAL COMMENTS

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

THE CITY OF BETHANY

RESOLUTION NO. 1708

A RESOLUTION DECLARING CERTAIN UTILITY CUSTOMER ACCOUNTS DELINQUENT AND AUTHORIZING THE SUBMITTAL OF SAID ACCOUNTS TO OKLAHOMA CITY FOR TERMINATION OF WATER SERVICE.

WHEREAS, the City of Bethany (the City) has several utility accounts that have sewer and sanitation services with the City and water services with Oklahoma City; and

WHEREAS, Oklahoma City has established procedures for neighboring cities with shared utilities to request termination of water service due to non-payment; and

WHEREAS, the City adopted Ordinance 2049 establishing procedures to declare accounts delinquent and provide for a hearing for said accounts; and

WHEREAS, the enclosed list (Attachment 1) of Bethany utility customers have not paid their Bethany utility accounts for at least 30 days or made payment arrangements with the Utility Billing Departments; and

WHEREAS, the utility customers listed have been given thirty (30) days notice of hearing by certified mail;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETHANY to declare the attached list of Bethany utility customers delinquent and authorize the submission of these accounts to Oklahoma City to request termination of water services,

ADOPTED THIS 19th DAY of NOVEMBER 2024

THE CITY OF BETHANY

(SEAL)

ATTEST:

Mayor

City Clerk

Attachment 1

Utility Accounts for Selinquency Hearing on 11-19-24

ACCOUNT #	NAME	ADDRESS	AMOUNT DUE
52-0180-03	PATRICIA TODD	11004 BLUE STEM DR, OKC OK 73162	6,712.98
52-0650-05	PAM GILLETTE	5917 EAST LAKE DR, OKC OK 73162	2,936.21
52-0730-00	BILLIE J CAMPBELL	10213 EASTLAKE DR, OKC OK 73162	2,116.09
52-0760-02	KRICIA PHILLIPS	10301 EASTLAKE DR, OKC OK 73162	2,571.23
52-2155-00	LANTZ VONTUNGEL	11404 SPRINGCREEK RD, OKC OK 73162	2,566.15
52-2460-04	WELLER MANAGEME	6303 NW 63RD ST, OKC OK 73132	38,669.76
52-2470-04	WELLER MANAGEME	6399 NW 63RD ST, OKC OK 73132	23,486.80
52-2500-09	CAWANNA MCCAUL	6409 NW 63RD ST, OKC OK 73132	1,757.13
52-2690-04	JOSEPH NEIHART	5936 NW 81ST ST, OKC OK 73132	3,551.67
52-2750-01	ANGELA TODD	5908 NW 82ND CIR, OKC OK 73132	1,885.63



The City of Bethany

*A Great Place to Live, Work, Shop
and Grow a Business!*

October 17th, 2024

Patricia Todd
11004 Blue Stem Dr
Oklahoma City, Ok 73162

To whom it may concern,

This letter is to serve as notice pursuant to Bethany City Ordinance 2049, informing you of your right to a Public Hearing before the City Council in the matter of finding your utility account delinquent in the amount of \$6,662.98 and having been delinquent in excess of thirty days. If the Council finds your account delinquent, a request will be forwarded to Oklahoma City to discontinue water service to your property, as provided by Oklahoma City ordinances.

This matter will be considered by the City Council at the November 19th City Council Meeting, held at 6:30 p.m. at City Hall, 6700 NW 36th Street, Bethany, OK. If you wish to appear at a Public Hearing for this matter, you must contact the City Clerk's office at the above address or at (405)789-2146 at least 24 hours prior to the meeting time. If you do not contact the city timely, the City Council will make a finding in your absence.

If you wish to pay your past due balance prior to the City Council's action, you may remit the following amount to the city utility billing department:

Past Due Balance as of 10/10/2024:	\$6,662.98
Administrative Fee	50.00
Total Due	\$6,712.98

Sincerely,

Michael Vaughn
City Clerk/Treasurer

*6700 NW 36th Street, PO Box 219
Bethany, Oklahoma 73008 · (405) 789-2146 · FAX (405) 787-5467
www.cityofbethany.org*



Bethany, Oklahoma



The City of Bethany

*A Great Place to Live, Work, Shop
and Grow a Business!*

October 17th, 2024

Pam Gillette
5917 East Lake Dr
Oklahoma City, Ok 73162

Mrs. Gillette,

This letter is to serve as notice pursuant to Bethany City Ordinance 2049, informing you of your right to a Public Hearing before the City Council in the matter of finding your utility account delinquent in the amount of \$2,886.21 and having been delinquent in excess of thirty days. If the Council finds your account delinquent, a request will be forwarded to Oklahoma City to discontinue water service to your property, as provided by Oklahoma City ordinances.

This matter will be considered by the City Council at the November 19th City Council Meeting, held at 6:30 p.m. at City Hall, 6700 NW 36th Street, Bethany, OK. If you wish to appear at a Public Hearing for this matter, you must contact the City Clerk's office at the above address or at (405)789-2146 at least 24 hours prior to the meeting time. If you do not contact the city timely, the City Council will make a finding in your absence.

If you wish to pay your past due balance prior to the City Council's action, you may remit the following amount to the city utility billing department:

Past Due Balance as of 10/10/2024:	\$2,886.21
Administrative Fee	50.00
Total Due	\$2,936.21

Sincerely,

Michael Vaughn
City Clerk/Treasurer

*6700 NW 36th Street, PO Box 219
Bethany, Oklahoma 73008 · (405) 789-2146 · FAX (405) 787-5467
www.cityofbethany.org*



Bethany, Oklahoma



The City of Bethany

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October 17th, 2024

Billie J Campbell
10213 Eastlake Dr
Oklahoma City, Ok 73162

Mr. Campbell,

This letter is to serve as notice pursuant to Bethany City Ordinance 2049, informing you of your right to a Public Hearing before the City Council in the matter of finding your utility account delinquent in the amount of \$2,066.09 and having been delinquent in excess of thirty days. If the Council finds your account delinquent, a request will be forwarded to Oklahoma City to discontinue water service to your property, as provided by Oklahoma City ordinances.

This matter will be considered by the City Council at the November 19th City Council Meeting, held at 6:30 p.m. at City Hall, 6700 NW 36th Street, Bethany, OK. If you wish to appear at a Public Hearing for this matter, you must contact the City Clerk's office at the above address or at (405)789-2146 at least 24 hours prior to the meeting time. If you do not contact the city timely, the City Council will make a finding in your absence.

If you wish to pay your past due balance prior to the City Council's action, you may remit the following amount to the city utility billing department:

Past Due Balance as of 10/10/2024:	\$2,066.09
Administrative Fee	<u>50.00</u>
Total Due	\$2,116.09

Sincerely,

Michael Vaughn
City Clerk/Treasurer

*6700 NW 36th Street, PO Box 219
Bethany, Oklahoma 73008 · (405) 789-2146 · FAX (405) 787-5467
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Bethany, Oklahoma



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October 17th, 2024

Kricia Phillips
10301 Eastlake Dr
Oklahoma City, Ok 73162

Mrs. Phillips,

This letter is to serve as notice pursuant to Bethany City Ordinance 2049, informing you of your right to a Public Hearing before the City Council in the matter of finding your utility account delinquent in the amount of \$2,521.23 and having been delinquent in excess of thirty days. If the Council finds your account delinquent, a request will be forwarded to Oklahoma City to discontinue water service to your property, as provided by Oklahoma City ordinances.

This matter will be considered by the City Council at the November 19th City Council Meeting, held at 6:30 p.m. at City Hall, 6700 NW 36th Street, Bethany, OK. If you wish to appear at a Public Hearing for this matter, you must contact the City Clerk's office at the above address or at (405)789-2146 at least 24 hours prior to the meeting time. If you do not contact the city timely, the City Council will make a finding in your absence.

If you wish to pay your past due balance prior to the City Council's action, you may remit the following amount to the city utility billing department:

Past Due Balance as of 10/10/2024:	\$2,521.23
Administrative Fee	50.00
Total Due	\$2,571.23

Sincerely,

Michael Vaughn
City Clerk/Treasurer

*6700 NW 36th Street, PO Box 219
Bethany, Oklahoma 73008 · (405) 789-2146 · FAX (405) 787-5467
www.cityofbethany.org*



Bethany, Oklahoma



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October 17th, 2024

Lantz Vontungeln
11404 Springcreek Rd
Oklahoma City, Ok 73162

Mr. Vontungeln,

This letter is to serve as notice pursuant to Bethany City Ordinance 2049, informing you of your right to a Public Hearing before the City Council in the matter of finding your utility account delinquent in the amount of \$2,516.15 and having been delinquent in excess of thirty days. If the Council finds your account delinquent, a request will be forwarded to Oklahoma City to discontinue water service to your property, as provided by Oklahoma City ordinances.

This matter will be considered by the City Council at the November 19th City Council Meeting, held at 6:30 p.m. at City Hall, 6700 NW 36th Street, Bethany, OK. If you wish to appear at a Public Hearing for this matter, you must contact the City Clerk's office at the above address or at (405)789-2146 at least 24 hours prior to the meeting time. If you do not contact the city timely, the City Council will make a finding in your absence.

If you wish to pay your past due balance prior to the City Council's action, you may remit the following amount to the city utility billing department:

Past Due Balance as of 10/10/2024:	\$2,516.15
Administrative Fee	50.00
Total Due	\$2,566.15

Sincerely,

Michael Vaughn
City Clerk/Treasurer

*6700 NW 36th Street, PO Box 219
Bethany, Oklahoma 73008 · (405) 789-2146 · FAX (405) 787-5467
www.cityofbethany.org*



Bethany, Oklahoma



The City of Bethany

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October 17th, 2024

Weller Management
6303 NW 63rd st
Warr Acres, Ok 73132

To whom it may concern,

This letter is to serve as notice pursuant to Bethany City Ordinance 2049, informing you of your right to a Public Hearing before the City Council in the matter of finding your utility account delinquent in the amount of \$38,619.76 and having been delinquent in excess of thirty days. If the Council finds your account delinquent, a request will be forwarded to Oklahoma City to discontinue water service to your property, as provided by Oklahoma City ordinances.

This matter will be considered by the City Council at the November 19th City Council Meeting, held at 6:30 p.m. at City Hall, 6700 NW 36th Street, Bethany, OK. If you wish to appear at a Public Hearing for this matter, you must contact the City Clerk's office at the above address or at (405)789-2146 at least 24 hours prior to the meeting time. If you do not contact the city timely, the City Council will make a finding in your absence.

If you wish to pay your past due balance prior to the City Council's action, you may remit the following amount to the city utility billing department:

Past Due Balance as of 10/10/2024:	\$38,619.76
Administrative Fee	<u>50.00</u>
Total Due	\$38,669.76

Sincerely,

Michael Vaughn
City Clerk/Treasurer

*6700 NW 36th Street, PO Box 219
Bethany, Oklahoma 73008 · (405) 789-2146 · FAX (405) 787-5467
www.cityofbethany.org*



Bethany, Oklahoma



The City of Bethany

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October 17th, 2024

Weller Management
6399 NW 63rd st
Warr Acres, Ok 73132

To whom it may concern,

This letter is to serve as notice pursuant to Bethany City Ordinance 2049, informing you of your right to a Public Hearing before the City Council in the matter of finding your utility account delinquent in the amount of \$23,436.80 and having been delinquent in excess of thirty days. If the Council finds your account delinquent, a request will be forwarded to Oklahoma City to discontinue water service to your property, as provided by Oklahoma City ordinances.

This matter will be considered by the City Council at the November 19th City Council Meeting, held at 6:30 p.m. at City Hall, 6700 NW 36th Street, Bethany, OK. If you wish to appear at a Public Hearing for this matter, you must contact the City Clerk's office at the above address or at (405)789-2146 at least 24 hours prior to the meeting time. If you do not contact the city timely, the City Council will make a finding in your absence.

If you wish to pay your past due balance prior to the City Council's action, you may remit the following amount to the city utility billing department:

Past Due Balance as of 10/10/2024:	\$23,436.80
Administrative Fee	<u>50.00</u>
Total Due	\$23,486.80

Sincerely,

Michael Vaughn
City Clerk/Treasurer

*6700 NW 36th Street, PO Box 219
Bethany, Oklahoma 73008 · (405) 789-2146 · FAX (405) 787-5467
www.cityofbethany.org*



Bethany, Oklahoma



The City of Bethany

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October 17th, 2024

Cawanna McCauley
6409 NW 63rd st
Oklahoma City, Ok 73132

Mrs. Phillips,

This letter is to serve as notice pursuant to Bethany City Ordinance 2049, informing you of your right to a Public Hearing before the City Council in the matter of finding your utility account delinquent in the amount of \$1,707.13 and having been delinquent in excess of thirty days. If the Council finds your account delinquent, a request will be forwarded to Oklahoma City to discontinue water service to your property, as provided by Oklahoma City ordinances.

This matter will be considered by the City Council at the November 19th City Council Meeting, held at 6:30 p.m. at City Hall, 6700 NW 36th Street, Bethany, OK. If you wish to appear at a Public Hearing for this matter, you must contact the City Clerk's office at the above address or at (405)789-2146 at least 24 hours prior to the meeting time. If you do not contact the city timely, the City Council will make a finding in your absence.

If you wish to pay your past due balance prior to the City Council's action, you may remit the following amount to the city utility billing department:

Past Due Balance as of 10/10/2024:	\$1,707.13
Administrative Fee	50.00
Total Due	\$1,757.13

Sincerely,

Michael Vaughn
City Clerk/Treasurer

*6700 NW 36th Street, PO Box 219
Bethany, Oklahoma 73008 · (405) 789-2146 · FAX (405) 787-5467
www.cityofbethany.org*



Bethany, Oklahoma



The City of Bethany

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October 17th, 2024

Joseph Neihart
5936 NW 81st st
Oklahoma City, Ok 73132

Mr. Neihart,

This letter is to serve as notice pursuant to Bethany City Ordinance 2049, informing you of your right to a Public Hearing before the City Council in the matter of finding your utility account delinquent in the amount of \$3,501.67 and having been delinquent in excess of thirty days. If the Council finds your account delinquent, a request will be forwarded to Oklahoma City to discontinue water service to your property, as provided by Oklahoma City ordinances.

This matter will be considered by the City Council at the November 19th City Council Meeting, held at 6:30 p.m. at City Hall, 6700 NW 36th Street, Bethany, OK. If you wish to appear at a Public Hearing for this matter, you must contact the City Clerk's office at the above address or at (405)789-2146 at least 24 hours prior to the meeting time. If you do not contact the city timely, the City Council will make a finding in your absence.

If you wish to pay your past due balance prior to the City Council's action, you may remit the following amount to the city utility billing department:

Past Due Balance as of 10/10/2024:	\$3,501.67
Administrative Fee	50.00
Total Due	\$3,551.67

Sincerely,

Michael Vaughn
City Clerk/Treasurer

*6700 NW 36th Street, PO Box 219
Bethany, Oklahoma 73008 · (405) 789-2146 · FAX (405) 787-5467
www.cityofbethany.org*



Bethany, Oklahoma



The City of Bethany

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October 17th, 2024

Angela Todd
5908 NW 82nd Cir
Oklahoma City, Ok 73132

Mrs. Phillips,

This letter is to serve as notice pursuant to Bethany City Ordinance 2049, informing you of your right to a Public Hearing before the City Council in the matter of finding your utility account delinquent in the amount of \$1,835.63 and having been delinquent in excess of thirty days. If the Council finds your account delinquent, a request will be forwarded to Oklahoma City to discontinue water service to your property, as provided by Oklahoma City ordinances.

This matter will be considered by the City Council at the November 19th City Council Meeting, held at 6:30 p.m. at City Hall, 6700 NW 36th Street, Bethany, OK. If you wish to appear at a Public Hearing for this matter, you must contact the City Clerk's office at the above address or at (405)789-2146 at least 24 hours prior to the meeting time. If you do not contact the city timely, the City Council will make a finding in your absence.

If you wish to pay your past due balance prior to the City Council's action, you may remit the following amount to the city utility billing department:

Past Due Balance as of 10/10/2024:	\$1,835.63
Administrative Fee	50.00
Total Due	\$1,885.63

Sincerely,

Michael Vaughn
City Clerk/Treasurer

*6700 NW 36th Street, PO Box 219
Bethany, Oklahoma 73008 · (405) 789-2146 · FAX (405) 787-5467
www.cityofbethany.org*



Bethany, Oklahoma

BETHANY CITY COUNCIL

From: Robert Ray Jones, Jr, City Attorney
Date: November 1, 2023
Subject: Resolution for Charter Amendment Election

BACKGROUND

This is a resolution authorizing an election on the Charter Amendments to Section 2-6 Council: Powers and 4-3 Purchases and Sales. By voting in favor of this resolution, the Council is approving the proposed Charter Amendments for submission to the Oklahoma County Election Board for a special election on January 9, 2024.

If approved, the resolution must be filed with the Oklahoma County Election Board on or before November 9, 2023. The resolution must be published in full in the Bethany Tribune for a period of 21 days beginning November 24, 2023.

The final page in the resolution packet is for City Clerk use only and is not part of the resolution for filing and publishing purposes.

RECOMMENDATION

1. Recommend approval of the resolution.



ADDITIONAL COMMENTS

This item was tabled at the 11/05/2024 meeting until November 19, 2024.

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 SPECIAL ELECTION ON *FEBRUARY 11, 2025* IN THE CITY OF BETHANY, OKLAHOMA FOR THE PURPOSE OF SUBMITTING PROPOSED AMENDMENTS TO THE CHARTER OF THE CITY OF BETHANY, OKLAHOMA, AND PROVIDING FOR THE CONDUCT OF THE ELECTION BY THE OKLAHOMA COUNTY ELECTION BOARD AND PROVIDING FOR NOTICE OF ELECTION.

WHEREAS, the City Council of the City of Bethany, Oklahoma, has reviewed the Charter of the City of Bethany and proposes to the voters, amendments to the Charter in the form of Charter Amendments as set forth in Exhibit “A,” attached hereto and incorporated by reference herein;

NOW, THEREFORE, BE IT RESOLVED the undersigned Mayor of the City of Bethany, Oklahoma, hereby calls a special election for February 11, 2025, for the purpose of submitting to the qualified voters of the City of Bethany, Oklahoma, the question of adoption of proposed amendments to the City Charter of the City of Bethany, Oklahoma.

BE IT FURTHER RESOLVED the ballot titles of the Election Propositions shall read as follows:

PROPOSITION I

Shall Section 2-6, bullet six of the City Charter of the City of Bethany, Oklahoma, be amended to remove the personnel board appointment clause as set forth in Resolution No. ____, and published in accordance with the laws of the State of Oklahoma and in full in the *Bethany Tribune*?

0 yes (For Amendment)

0 No (Against Amendment)

PROPOSITION II

Shall Section 4-3 of the City Charter of the City of Bethany, Oklahoma, be amended to provide that the city may transfer surplus or obsolete supplies, materials, or equipment in exchange for realty, property, or services as set forth in Resolution No. ____, and published in accordance with the laws of the State of Oklahoma and in full in the *Bethany Tribune*?

0 yes (For Amendment)

0 No (Against Amendment)

BE IT FURTHER RESOLVED the election shall be conducted by the Oklahoma County Election Board on a City-wide basis.

BE IT FURTHER RESOLVED the precinct officials, polling places, hours, and rules for said election shall be determined by the Oklahoma County Election Board in the same manner as determined by State and County Elections.

BE IT FURTHER RESOLVED absentee ballots will be allowed in the election.

This is to certify that the within and foregoing Resolution was duly adopted and approved by the Mayor and City Council of the City of Bethany, Oklahoma, in regular session, this 19th day of November, 2024, after compliance with notice requirements of the Open Meeting Law (25 OSA, Sections 301, et seq.).

MAYOR NIKKI LLOYD
City of Bethany, Oklahoma

ATTEST:

CITY CLERK

Approved as to form and legality on _____, 2024.

CITY ATTORNEY

EXHIBIT "A"

SECTION 2-6 COUNCIL: POWERS

Except as otherwise provided in this Charter, all powers of the City, including the determination of all matters of policy, shall be vested in the Council. Without limitation of the foregoing, the Council may:

6. Appoint and remove its own subordinates, ~~the members of the Personnel Board~~, the members of the Planning Commission, the Board of Adjustment and other quasi-legislative or quasi-judicial authorities, the members of the zoning authorities, now existing or when and if established, or prescribe the method of appointing or electing and removing them;

SECTION 4-3 PURCHASES AND SALES

The City Manager, subject to any regulations which the Council may prescribe, shall contract for and purchase, or issue purchase orders for, all supplies, materials, and equipment for the offices, departments, and agencies of the City government. Every such contract or purchase exceeding an amount to be established by ordinance shall require the prior approval of the Council. The City Manager also may transfer to or between offices, departments, and agencies, or sell surplus or obsolete supplies, materials, and equipment subject to such regulations as the Council may prescribe. Before the purchase of or contract for any supplies, materials, or equipment, or the sale of any surplus or obsolete supplies, materials, or equipment, ample opportunity for competitive bidding under such regulations and with such exceptions as the Council may prescribe shall be given; but the Council shall not except a particular contract, purchase, or sale from the requirement of competitive bidding as set forth by ordinance. Nothing in this Section shall prevent the Council from entering into an agreement to transfer surplus or obsolete supplies, materials, or equipment in exchange for realty, property, or services.

Filed with the Oklahoma County Election Board on _____, 2024.

CITY CLERK

Published ***IN FULL*** in the Bethany Tribune beginning the 27th day of December, 2024, and ending the 17th day of January, 2025 (a period of three complete weeks)

CITY CLERK

Note to City Clerk: The resolution must be filed with County Election Board by 12/12/2024. The first day of publication of the resolution in the Bethany Tribune must be no later than December 27, 2024.

BETHANY CITY COUNCIL

From: Robert Ray Jones, Jr.
Date: October 30, 2024
Subject: Initiative Petition

BACKGROUND

Two initiative petitions were presented to the City Clerk and filed on or about June 18, 2024. After filing, the petitions were circulated and affidavits containing signatures were presented to the City Clerk. A sufficient number of signatures of electors were obtained in compliance with 11 O.S. § 15-103 and timely submitted to the City Clerk. Notice of the petition and ballot were published in the Bethany Tribune to allow for protest. No protest of the notice or ballot was served upon the City Clerk within ten days of publication. Pursuant to 11 O.S. 15-109, an initiative petition demanding an amendment to the municipal charter, the question must be submitted to the registered voters for their approval or rejection at a general municipal election of the governing body.

RECOMMENDATION

- 1. City attorney recommends approval of the resolution.

ADDITIONAL COMMENTS

Kgo "cdngf "htqo "vj g"33127446"tgi wrct"o ggkpi 0



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 SPECIAL ELECTION ON *FEBRUARY 11, 2025* IN THE CITY OF BETHANY, OKLAHOMA FOR THE PURPOSE OF SUBMITTING PROPOSED AMENDMENTS TO THE CHARTER OF THE CITY OF BETHANY, OKLAHOMA, BY MEANS OF INITIATIVE PETITION AND PROVIDING FOR THE CONDUCT OF THE ELECTION BY THE OKLAHOMA COUNTY ELECTION BOARD AND PROVIDING FOR NOTICE OF ELECTION.

WHEREAS, proposed amendments to the City of Bethany Charter via citizen initiative petition have been made as set forth in Exhibit “A,” and attached hereto and incorporated by reference herein.

NOW, THEREFORE, BE IT RESOLVED the undersigned Mayor of the City of Bethany, Oklahoma, hereby calls a special election for February 11, 2025, for the purpose of submitting to the qualified voters of the City of Bethany, Oklahoma, the question of adoption of proposed amendments to the City Charter of the City of Bethany, Oklahoma by initiative petition.

BE IT FURTHER RESOLVED the ballot titles of the Election Propositions shall read as follows:

PROPOSITION I

This measure would amend the Charter of the City of Bethany to add a procedure for citizen recall of elected municipal officers. The procedure would require 20 qualified electors in the jurisdiction from which the municipal officer was elected to allow their names to appear on an affidavit supporting a recall petition. Once the affidavit is accepted, petition may be circulated for 60 days. If the petitions are properly filed within the 60-day circulation period and contain the signatures of qualified electors in the jurisdiction from which the municipal officer was elected equal to at least 33% of the number of ballots cast in the last election in that jurisdiction, then the City Council shall order a recall election to be held. If the number of votes in the recall election in favor of recalling the elected official exceeds 60% of the total cast, the official shall be recalled and the office vacated. Shall the proposal, as set forth in Resolution No. ____, and published in accordance with the laws of the State of Oklahoma and in full in the *Bethany Tribune*, be approved?

0 yes (For Amendment)

0 No (Against Amendment)

PROPOSITION II

This measure would amend the Charter of the City of Bethany to prohibit the subsidy of private business with public funds controlled by the City of Bethany. Shall the proposal, as set forth in Resolution No. ____, and published in accordance with the laws of the State of Oklahoma and in full in the *Bethany Tribune*, be approved?

0 yes (For Amendment)

0 No (Against Amendment)

BE IT FURTHER RESOLVED the election shall be conducted by the Oklahoma County Election Board on a City-wide basis.

BE IT FURTHER RESOLVED the precinct officials, polling places, hours, and rules for said election shall be determined by the Oklahoma County Election Board in the same manner as determined by State and County Elections.

BE IT FURTHER RESOLVED absentee ballots will be allowed in the election.

This is to certify that the within and foregoing Resolution was duly adopted and approved by the Mayor and City Council of the City of Bethany, Oklahoma, in regular session, this 19th day of November, 2024, after compliance with notice requirements of the Open Meeting Law (25 OSA, Sections 301, et seq.).

MAYOR NIKKI LLOYD
City of Bethany, Oklahoma

ATTEST:

CITY CLERK

Approved as to form and legality on _____, 2024.

CITY ATTORNEY

EXHIBIT "A"

Section 6-11 RECALL OF ELECTIVE OFFICERS. The holder of any elective office may be removed at any time after six months from the date of his or her ascension to said office to six months before the end of his or her term in said office by the electors qualified to vote for the election of a successor of the office holder, in the following manner:

Before any petition for the recall of an officer is circulated for signatures an affidavit shall be made by a person or person representing at least twenty (20) qualified electors supporting a recall petition who shall be named in the affidavit. The affidavit must be filed with the City Clerk to propose recall.

Provided that the affidavit is sufficient on its face, the City Clerk shall accept the affidavit and set an expiration date of the first business day greater than sixty (60) days from the date of acceptance of the affidavit.

Petitions containing a number of signatures of qualified electors in the jurisdiction from which the municipal officer was elected as shown by the county registration records at the time the petitions are filed equal to at least thirty-three (33%) of the number of ballots cast in the last election in that jurisdiction must be filed with the City Clerk demanding the election of a successor to the office holder whose recall is sought.

Petitions shall clearly state in the heading the name of the office holder whose recall is sought and the title of the office from which they would be recalled.

No petition shall contain more than twenty (20) signatures, each signature shall be followed by the first name, last name, residence address, zip code, and month and day of birth of the qualified elector.

The circulator of each petition shall make affidavit that each signature to said petition is genuine and made after each reading the petition; that same was circulated and signed within sixty (60) days, and that the circulator believes each signer is a qualified elector of the City of Bethany. Within thirty (30) days from the date of filing such petitions the City Clerk shall ascertain whether a sufficient total number of qualified signatures appear by checking the same with the last registration list, and, if sufficient, shall certify such fact to the Council.

Upon proper certification from the City Clerk that a sufficient petition has been filed it shall be the duty of the Council to order and fix a date for holding said election on the earliest date allowable by law.

The recall shall be approved if a minimum of sixty per cent (60%) of the voters casting a ballot in said election vote in favor of recalling the elected official, otherwise the recall shall fail. Upon approval of the recall the office held by the recalled elected official shall immediately be deemed vacant.

Section 7-14 SUBSIDY OF PRIVATE BUSINESS PROHIBITED. The City of Bethany and all boards, commissions, departments, and other agencies of the city are prohibited from entering into any form of agreement for the payment, transfer, diversion or rebate of any funds controlled by the city to any business or corporation as a subsidy or incentive.

Filed with the Oklahoma County Election Board on _____, 2024.

CITY CLERK

Published ***IN FULL*** in the Bethany Tribune beginning the 27th day of December, 2024, and ending the 17th day of January, 2025 (a period of three complete weeks)

CITY CLERK

Note to City Clerk: The resolution must be filed with County Election Board by 12/12/2024. The first day of publication of the resolution in the Bethany Tribune must be no later than December 27, 2024.

CITY OF BETHANY

From: Elizabeth A. Gray, City Manager
Date: November 14, 2024
Subject: Discussion and possible action to approve Anti-Displacement and Relocation Plan for #19495 Community Development Block Grant (CDBG) through the Department of Commerce for 2024 Waterlines System Improvements Project

BACKGROUND

The City of Bethany is eligible for a CDBG Grant in the amount of \$171,250.00. This is a 50-50 matching grant. This grant can be used as funding for needed water line replacements in a low to moderate income area within Bethany. An income survey has been conducted and a location has been selected.

One of the requirements for the CDBG program is for the City Council to adopt a Residential Anti-displacement and Relocation Assistance Plan whereby if displacement of low/moderate income households occurs in conjunction with the activities funded with CDBG funds, the City of Bethany will provide relocation assistance. No displacement is anticipated with the waterline replacement project.

RECOMMENDATION

- 1. Approve the Residential Anti-displacement and Relocation Assistance Plan as presented and authorize the Mayor to sign the document on behalf of the City.
- 2. Approve Resolution No. 1707 as presented.



ADDITIONAL COMMENTS

RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN

The City of Bethany will undertake community development activities (2024 Waterlines Improvements Project) funded through the Oklahoma Department of Commerce CDBG Grant program. No demolition or conversion of low/moderate-income dwelling units is anticipated by the City of Bethany in conjunction with the activities assisted with these funds. Under Section 104 (d) of the housing and Community Development Act of 1974, as Amended, if such demolition or conversion unexpected occurs, before obligating or expending funds that will directly result in such demolition or conversion, the City of Bethany will make public and submit to the Oklahoma Department of Commerce the following information in writing:

A description of the proposed assisted activity;

1. The location on a map and number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low/moderate-income dwelling units as a direct result of the assisted activity;
2. A time schedule for commencement and completion of the demolition or conversion;
3. The location on a map and number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
4. The source of funding and a time schedule for the provision of replacement dwelling units; and
5. The basis for concluding that each replacement dwelling unit will remain a low/moderate-income dwelling unit for at least 10 years from the date of initial occupancy;
6. Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units is consistent with the housing needs of units is consistent with the housing needs of low/moderate-income household in the jurisdiction.

If displacement of low/moderate-income households occurs in conjunction with the activities funded with CDBG funds, the City of Bethany will provide relocation assistance, as described in 570.496(b)(2) to each low/moderate-income household displaced by the demolition of housing or by the conversion of a low/moderate-income dwelling to another use as direct result of assisted activities.

City of Bethany

By: _____
Nikki Lloyd, Mayor

Date: _____

ATTEST

Michael Vaughn, Clerk

(Seal)

RESOLUTION # 1707

A RESOLUTION APPROVING PROCESS FOR APPROVAL OF INVOICES RELATING TO CDBG PROJECTS

WHEREAS the City of Bethany is the recipient of CDBG grant funds contract 19495 CDBG 24; and

WHEREAS HUD and the Oklahoma Department of Commerce require accountability of the CDBG grant funds by the grant recipient; and

WHEREAS the grant funds cannot be drawn down until the grant recipient approves the quantities and percentage of work completed; and

WHEREAS, in the interest of expediting the process of drawing down grant funds, to pay contractors in a timely manner and have accountability of CDBG grant funds.

NOW THEREFORE, BE IT RESOLVED that the City of Bethany authorizes the Mayor and/or City Manager of the City of Bethany to approve and sign invoices related to the construction of the CDBG waterline replacement project to expedite the process of CDBG funds draw down, with the understanding that said invoices will not be paid until the council approves the invoice in a formal meeting.

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

City of Bethany

Entity Name

By

Nikki Lloyd, Mayor

Typed Name and Title

ATTEST:

City Clerk

(Seal)

BETHANY CITY COUNCIL

From: Leasa Furr, Human Resources Director
Date: 11/14/2024
Subject: Internal Revenue Service (IRS) Changes to the Oklahoma Municipal Retirement Fund (OkMRF) Defined Benefit Master Plan and Joinder Agreement

BACKGROUND

The OkMRF Defined Benefit Master Plan and Joinder Agreement have recently been updated and approved by the IRS. The IRS requires the members to formally adopt this new plan language.

The plan changes are detailed in the *DB Master and Joinder Plan Summary changes*. Some of the changes are required while others provide clarification in the plan language.

Please see the attached letter by McAfee and Taft for a detailed explanation of each change.

RECOMMENDATION

1. Approve Ordinance No. 2067 and Joinder Agreement as presented.

ADDITIONAL COMMENTS

See attachments.

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

MEMORANDUM

TO: Oklahoma Municipal Retirement Fund

FROM: McAfee & Taft A Professional Corporation
(John A. Papahronis)

DATE: February 21, 2023

RE: Oklahoma Municipal Retirement Fund Master Defined Benefit Plan and Joinder Agreement—Summary of Material Changes

The following summary compares the current version of the Oklahoma Municipal Retirement Fund Master Defined Benefit Plan and Joinder Agreement with the version recently approved by the Internal Revenue Service:

A. Master Defined Benefit Plan

<u>Sec.</u>	<u>Feature</u>	<u>Current Version</u>	<u>Newly-Approved Version</u>
2.1(b)	Definition of Actuarial Equivalent	1983 GAM 83 Mortality Table and Appendix actuarial tables	Pub-2010 Public Retirement Plans Mortality Table and 7.25% interest rate, effective for annuities starting after effective date
2.1(c)	Definition of Aggregate Contributions	Definition of Adjustment Factor	Deletes definition of Adjustment Factor and substitutes definition of Aggregate Contributions
2.1(m)	Definition of Contribution Accumulation	References rate determined by Trustees	Clarified definition to refer to employer contributions pursuant to Section 3.6 of MP and Section 12 of JA; clarifies interest rate as rate earned by the Fund
2.1(n)	Definition of DC Employer Contribution	None	Adds specific definition to relate to the Defined Contribution Option described in new Section 3.6 of MP
2.1(x)	Definition of Hour of Service	None	Adds specific definition
2.1(ll)	Definition of Retirement	Participant must satisfy requirements for a Pension	Adds that participant must also attain age for Early Pension

2.1(oo)	Definition of Spouse	Lengthy and wordy definition that follows US Supreme Court decision	Simplified to refer to federal tax law
2.1(mm)(6)	Definition of Service	For participant 100% vested in another Municipality's plan, include prior service	Clarified that prior service counts regardless of Break in Service
3.3	Contributions by Participants	Allows employees an ongoing ability to elect to participate in the plan	Deletes ongoing ability to elect to participate. Employee must elect to participate upon eligibility
3.6	Defined Contribution Option	Brief provision in Item #12 of JA	Full description of Defined Contribution Option which can be elected by employer in #12 of JA
4.1	Normal Pension	Participant eligible for Normal Pension	Participant's Normal Pension is non-forfeitable upon attainment of Normal Retirement Age
4.2	Early Pension	Doesn't address rehired employees	Early Pension not suspended for retired employee in ineligible classification
4.3	Disability Pension	Participant is disqualified if due to injury in military service and obtains a veteran's disability pension	Eliminates the exclusion. Makes clear that Normal Pension will recommence upon reaching Normal Retirement Age
6.1	Severance Benefit	Upon termination prior to retirement, participant can elect to receive Severance Benefit, or if after participant met the requirements for Deferred Vested Pension	Upon termination, participant can elect to receive Severance Benefit, or after Normal, Early, Disability or Deferred Vested Pension, he receives his pension unless he elects return of Aggregate Contributions
6.4(a)(1)	Spouse's Pension; In-Service Death	Eligibility requirement includes participant had not retired or begun pension	Deleted that requirement
6.8	Defined Contribution Option	None. Brief language in Joinder Agreement	New full description of Defined Contribution Option
7.1	Joint and Survivor Options	Includes description of reduction for contingent pensioner	Changes references from "contingent pensioner" to "survivor pensioner." Deletes description of reduction
7.2	Other Forms of Payment	Option D – Insured annuity & Option E – Periodic Installments	Changed to Convert Defined Contribution Option to Pension
			New Option F – Partial Lump Sum
		Calculations based on actuarial tables in Appendix I and interest rate of 7 ½%	Deletes reference to Appendix and rate

		Includes references to distribution notice time periods	Deleted – not necessary
7.3	Restrictions on Optional Forms	Describes when election of Optional Form can occur	Deletes reference that Participant can elect an option without approval of Authorized Agent within six months of plan by employer
		Election becomes operative if no contingent pensioner is surviving upon participant's death	Change to surviving upon the date payments are to commence after participant's retirement
7.6	Rollover to Another Plan or IRA	Definitions of Eligible Rollover Distribution, Eligible Retirement Plan and Distributee	Updates definitions for IRS requirements
8.3	Notice of Transfers	Notice of transfer must be given immediately after transfer	Deletes reference to "immediately"
9.5	Benefits Payable to Incompetents	Committee has discretion to make payments due to incompetents or minors to parent, spouse, relative or legal representative	Deletes Committee discretion. Payments will be made to power of attorney or court appointed legal guardian
10.6	IRS Limit on Benefits (§415) – Year of Service	Fractional credit for Year of Service	Deleted
10.7	Participant Limitation – Defined Contribution Option	Section 415 limitation on contributions to Defined Contribution Option	Includes additional IRS required language
10.8	Re-employment of Former Employees	Reemployed participant receives credit for prior period if no distribution	Participant will receive service after satisfying vesting requirement. If a Break in Service occurs and employer has established a new hire retirement plan, participant is enrolled in new hire retirement plan
10.9(a)	Re-employment of Retired Participants – Deferred Vested Participants	After retired employee's termination, pension will be based on compensation and service during rehire but if formula is reduced during absence, pension shall be based on prior and subsequent compensation and service	Simplifies to say pension will be based on Average Monthly Compensation and Service
12.3	Authority of Volume Submitter Practitioner	Describes adopting employer reliance and Practitioner's ability to adopt standard interim amendments	Updates language for IRS current requirements

13.2	Liquidation of Fund	Describes order of liquidation upon termination of plan	Clarifies that Contribution Accumulation is first, Aggregate Contributions second
14.9	Incorporation of Trust Agreement	Incorporates provisions of Trust	Adds IRS required language that the provisions of Plan override any conflicting provisions of the Trust or custodial documents
Signature Page		Practitioner information	Deleted
Appendix I		Actuarial factors	Deleted

B. Joinder Agreement

<u>Sec.</u>	<u>Feature</u>	<u>Current Version</u>	<u>Newly-Approved Version</u>
2	Definition of Employee	Contains exclusions and provides a fill in option	Excludes volunteer firefighters. Adds definitely determinable restriction to fill in option
7c	Normal Retirement Age	Two alternatives: (i) age 65, or (ii) earlier of age 65 or the later of age 62 or 30 years of service	Adds 5 years of service requirement to age 65 option; adds fill in for age and service of second option. IRS requested caveat that definition must comply with IRS final regulations when issued
9	Cost of Living Option (COLA)	Addresses COLA increases	Adds possibility of COLA decreases
11	Limitation on Optional Benefit Forms	Lists the optional forms of benefit and allows Retirement Committee discretion	Cross references to Master Plan and deletes discretion
12	Defined Contribution Option	Very brief description of Defined Contribution Option	Cross references to a full provision in the Master Plan
Sig. page	Reliance on Sponsor Opinion Letter	None	Includes new IRS required language describing ability of adopting employers to rely on IRS approval of plan document

ORDINANCE NO. 2067

AN ORDINANCE AMENDING THE EMPLOYEE RETIREMENT SYSTEM, DEFINED BENEFIT PLAN FOR THE CITY OF BETHANY, OKLAHOMA BY ADOPTING A REVISED AND RESTATED RETIREMENT PLAN; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF THE CITY OF BETHANY, OKLAHOMA; PROVIDING FOR PURPOSE AND ORGANIZATION; PROVIDING FOR DEFINITIONS; PROVIDING FOR ELIGIBILITY AND PARTICIPATION; PROVIDING FOR NON-ALIENATION OF BENEFITS; PROVIDING FOR EMPLOYER AND EMPLOYEE CONTRIBUTIONS; PROVIDING FOR ACCOUNTING, ALLOCATION, AND VALUATION; PROVIDING BENEFITS; PROVIDING FOR REQUIRED NOTICE; PROVIDING FOR AMENDMENTS AND TERMINATION; PROVIDING FOR TRANSFER TO AND FROM OTHER PLANS; CREATING A RETIREMENT COMMITTEE AND PROVIDING FOR POWERS, DUTIES, AND RIGHTS OF RETIREMENT COMMITTEE; PROVIDING FOR PAYMENT OF CERTAIN OBLIGATIONS; PROVIDING FOR DURATION AND PAYMENT OF EXPENSES; PROVIDING FOR EFFECTIVE DATE; PROVIDING FOR VESTING SCHEDULES; PROVIDING FOR A FUND TO FINANCE THE SYSTEM TO BE POOLED WITH OTHER INCORPORATED CITIES, TOWNS AND THEIR AGENCIES AND INSTRUMENTALITIES FOR PURPOSES OF ADMINISTRATION, MANAGEMENT, AND INVESTMENT AS PART OF THE OKLAHOMA MUNICIPAL RETIREMENT FUND; PROVIDING FOR PAYMENT OF ALL CONTRIBUTIONS UNDER THE SYSTEM TO THE OKLAHOMA MUNICIPAL RETIREMENT FUND FOR MANAGEMENT AND INVESTMENT; PROVIDING FOR REPEALER AND SEVERABILITY; ADOPTING THOSE AMENDMENTS MANDATED BY THE INTERNAL REVENUE CODE; AND DECLARING AN EMERGENCY.

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

Section 1. That pursuant to the authority conferred by the laws of the State of Oklahoma, and for the purpose of encouraging continuity and meritorious service on the part of City employees and thereby promote public efficiency, there is hereby authorized created, established, and approved and adopted, effective as of **January 1, 2025**, the amended and restated Plan designated "Employee Retirement System of the City of Bethany, Oklahoma, Defined Benefit Plan," (hereinafter called System), an executed counterpart of which is marked Exhibit "A" (Joinder Agreement) and Exhibit "B" (amended and restated plan) and attached hereto as part hereof.

Section 2. FUND. A fund is hereby provided for the exclusive use and benefit of the persons entitled to benefits under the System. All contributions to such fund shall be paid over to and received in trust for such purpose by the City. Such Fund shall be pooled for purposes of management and investment with similar funds of other incorporated cities, towns, and municipal trusts in the State of Oklahoma as a part of the Oklahoma Municipal Retirement Fund in accordance with the trust agreement of the Oklahoma Municipal Retirement Fund, a public trust. The City shall hold such contributions in the form received, and from time to time pay over and transfer the same to the Oklahoma Municipal Retirement Fund, as duly authorized and directed by the Board of Trustees. The Fund shall be nonfiscal and shall not be considered in computing any levy when the annual estimate is made to the County Excise Board.

Section 3. APPROPRIATIONS. The City of Bethany, Oklahoma, is hereby authorized to incur the necessary expenses for the establishment, operation, and administration of the System, and to appropriate and pay the same. In addition, the City of Bethany, Oklahoma, is hereby authorized to appropriate annually such amounts as are required in addition to employee contributions to maintain the System and the Fund in accordance with the provisions of the Defined Benefit Plan. Any appropriation so made to maintain the System and Fund shall be for deferred wages or salaries, and for the payment of necessary expenses of operation and administration to be transferred to the trustees of the Oklahoma Municipal Retirement Fund for such purposes and shall be paid into the Fund when available, to be duly transferred to the Oklahoma Municipal Retirement Fund.

Section 4. EXECUTION. The Mayor and City Clerk be and they are each hereby authorized and directed to execute (in counterparts, each of which shall constitute an original) the System instrument, and to do all other acts and things necessary, advisable, and proper to put said System and related trust into full force and effect, and to make such changes therein as may be necessary to qualify the same under Sections 401(a) and 501(a) of the Internal Revenue Code of the United States. The counterpart attached hereto as

Exhibit "A" and Exhibit "B", which has been duly executed as aforesaid simultaneously with the passage of this Ordinance and made a part hereof, is hereby ratified and confirmed in all respects.

This Committee is hereby authorized and directed to proceed immediately on behalf of the City of Bethany, Oklahoma, to pool and combine the Fund into the Oklahoma Municipal Retirement Fund as a part thereof, with similar funds of such other cities and towns, for purposes of pooled management and investment.

Section 5. REPEALER. Any Ordinance inconsistent with the terms and provisions of this Ordinance is hereby repealed, provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this Ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this Ordinance.

Section 6. SEVERABILITY. If, regardless of cause, any section, subsection, paragraph, sentence or clause of this Ordinance, including the System as set forth in Exhibit "A" and Exhibit "B", is held invalid or to be unconstitutional, the remaining sections, subsections, paragraphs, sentences, or clauses shall continue in full force and effect and shall be construed thereafter as being the entire provisions of this Ordinance.

Section 7. EMERGENCY. Whereas, in the judgment of the City Council of the City of Bethany, Oklahoma, the public peace, health, safety, and welfare of the City of Bethany, Oklahoma, and the inhabitants thereof demand the immediate passage of this Ordinance, an emergency is hereby declared, the rules are suspended, and this Ordinance shall be in full force and effective on its passage, approvals and publication.

END

The undersigned hereby certifies that the foregoing Ordinance was introduced before the City Council of the City of Bethany on the ____ day of _____, 20____, and was duly adopted and approved by the Mayor and City Council, on the ____ day of _____, 20____, after compliance with notice requirements of the Open Meeting Law (25 OSA, Sections 301, et. seq.).

City of Bethany

By _____
Mayor

ATTEST:

Clerk

Approved as to form and legality on _____, _____.

CITY ATTORNEY

**OKLAHOMA MUNICIPAL RETIREMENT FUND
 MASTER DEFINED BENEFIT PLAN
 JOINDER AGREEMENT**

City of Bethany [a municipality chartered, incorporated or formed under the laws of Oklahoma], a city, town, agency, instrumentality, or public trust located in the State of Oklahoma, with its principal office at Bethany, Oklahoma, hereby establishes a Defined Benefit Plan to be known as City of Bethany Plan (the “Plan”) in the form of The Oklahoma Municipal Retirement Fund Master Defined Benefit Plan.

Except as otherwise provided herein, the definitions in Article II of the Plan apply.

1. Dates.

- This instrument is a new Plan effective ___ (the “Effective Date”) [such date may not be earlier than the first day of the Plan Year in which it is executed].
- This instrument is an amendment, restatement and continuation of the Previous Plan, which was originally July 1, 1966. The effective date of this Joinder Agreement is **January 1, 2025** (the “Effective Date”) [such date may not be prior to the first day of the Plan Year of the date of adoption], except as otherwise stated in the Plan and the Joinder Agreement.

2. Employee.

The word “Employee” shall mean:

- Any person other than a Leased Employee who, on or after the Effective Date, is considered to be a regular full-time employee in accordance with the Employer’s standard personnel policies and practices, and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors or volunteer firefighters. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.
- Any person other than a Leased Employee who, on or after the Effective Date, is considered to be a regular employee in accordance with the Employer’s standard personnel policies and practices (including part-time, seasonal and temporary employees), and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.
- Any person who, on or after the Effective Date, is an employee of the Employer and holds the position of:
 - City Manager, City or Town Administrator, President, Chief Executive Officer, General Manager, or District Manager, as applicable.
 - Assistant City Manager
 - Department Head or Department Manager
 - General Counsel or Municipal Attorney
 - Municipal Judge on or after April 1, 2006. (specify position) [do not specify the name of the individual or a finite group unless the Plan otherwise provides continuing eligibility to a specified position or group]
 - Chief of Police
 - Fire Chief
 - Finance Director or Chief Financial Officer
 - Municipal Judge

The word “Employee” shall **not** include:

- Any person who is currently accruing benefits under any other state or local retirement system.
- Any person in the following position and who is covered under another retirement program of system approved by the City:
 - City Manager, City or Town Administrator, President, Chief Executive Officer, General Manager, or District Manager, as applicable.
 - Assistant City Manager
 - Department Head or Department Manager
 - General Counsel or Municipal Attorney
 - (specify position) [do not specify the name of the individual or a finite group unless the Plan otherwise provides continuing eligibility to a specified position or group]
 - Chief of Police
 - Fire Chief
 - Finance Director or Chief Financial Officer
 - Municipal Judge
- Any person who is in the position of City Attorney on or after October 1, 2019. [must be definitely determinable]

3. Eligibility.

Eligible Employees shall commence participation in the Plan: (Select only one)

- month(s) (any number of months up to twelve consecutive) after the Employee's Employment Commencement Date or the date the individual meets the definition of Employee in Section 2 hereof, provided that the individual has met the definition of Employee in Section 2 hereof throughout such period.
- On the Employee's Employment Commencement Date.

4. Definition of Compensation.

Compensation shall exclude the item(s) listed below:

- No exclusions.
- Overtime pay. Bonuses.
- Commissions. Longevity pay. Severance pay.
- Accrued vacation or sick leave paid upon termination of employment and moving expenses.
- Fringe benefits, expense reimbursements, deferred compensation and welfare benefits.
- Other: [must be definitely determinable]

5. Average Monthly Compensation.

The considered period for purposes of the definition of "Average Monthly Compensation" in Section 2.1 of the Plan is:

- sixty (60) consecutive months.
- thirty-six (36) consecutive months.

6. The Employer hereby elects the following Plan design:

- Mandatory Contribution Option.** A Participant shall be required to contribute to the Plan for each Plan Year the percentage of his Compensation ("Mandatory Contributions") required by the Plan in Section 8 of this Joinder Agreement. Mandatory Contributions shall be made by payroll deductions. A Participant shall authorize such deductions in writing on forms approved by, and filed with, the Committee.

If the Participant's Mandatory Contributions pursuant to the preceding paragraph are to be taxed deferred:

- Pick Up Option.** The Employer hereby elects to have the provisions of Section 3.4 of the Plan apply. The Employer shall pick up and pay the percentage of each Participant's Compensation required to be contributed as of **October 1, 1989** [insert date] in lieu of contributions by the Participant. No Participant shall have the option of receiving the contributed amounts directly as Compensation.

- Non-Contributory Option.** Participants shall not be required nor permitted to contribute to the Plan.

7. A. Payment Options. The Employer hereby elects the following minimum number of payments for employees eligible to receive benefits under Article IV of the Plan:

- Sixty (60) monthly payments.
- One hundred and twenty (120) monthly payments.

B. Plan Options. The Employer hereby elects the following plan designation and percentage used in calculating benefits under Section 5.1 of the Plan.

- Plan AAA – 3.00% with no maximum Years of Service
- Plan AAA – 3.00% recognizing a maximum of 22 Years of Service
- Plan AA 2.625% Plan BB 2.25% Plan CC 1.875%
- Plan A 1.50% Plan B 1.125% Plan C .75%

C. Normal Retirement Age. Normal retirement age shall be:

- age 65 with completion of five (5) Years of Service
- The earlier of (i) and (ii) as follows:
 - (i) age 65 with completion of five (5) Years of Service
 - (ii) the later of (a) or (b), where (a) and (b) are as follows:
 - (a) age 62 _____
 - (b) the age at which the Participant has completed 30 Years of Service.
 - the age at which the Participant has completed _____ Years of Service

Examples: An employee hired at age 20 who worked for 30 years and terminated at age 50 would be entitled to unreduced payments at age 62.
 An employee hired at age 30 who worked for 25 years and terminated at age 55 would be entitled to unreduced payments at age 65.

- Modified Rule of 80:**
 The earlier of (i) and (ii) as follows:
 (i) age 65 with completion of five (5) Years of Service
 (ii) the later of age 55 and the age at which the sum of the Participant's age in completed years and the participant's number of completed Years of Service in the Fund total 80 or greater. To be eligible, the Participant's age plus Years of Service in the Fund must be at least 80 prior to termination of employment (or, after termination of employment in the case of a Participant who transfers to another Municipality in accordance with Section 8.1(b) of the Plan).

- Examples:**
1. An employee hired at age 30 who worked for 25 years and terminated at age 55 would be entitled to unreduced payments immediately. Age 55 plus 25 years equals 80.
 2. An employee hired at age 20 who worked for 30 years and terminated at age 50 would be entitled to unreduced payments at age 55. The employee has age plus Years of Service points at age 50 but the minimum age for payment is 55.
 3. An employee hired at age 25 who worked for 25 years and terminated at age 50 would be entitled to unreduced payments at age 65. Age 50 plus 25 years is less than 80, so the Normal Retirement Age is 65.

[Note: The Normal Retirement Age of an employer's plan must comply with the final NRA regulations under Treas. Reg § 1.401(a)-1(b) applicable to governmental pension plans effective for employees hired during plan years beginning on or after the close of the first regular legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is three (3) months after the final regulations are published in the Federal Register.]

- D. Vesting Options.** The Employer hereby elects the following vesting option to determine an Employee's eligibility to receive retirement benefits.
 Ten Year Cliff Vesting Schedule
 Seven Year Cliff Vesting Schedule
 Five Year Cliff Vesting Schedule
- E. Service Credit Prior to Effective Date.** The Employer hereby elects to include the following limitation of service prior to the effective date.
 No limitation
 For all purposes under the Plan
 With respect to Service for purposes of vesting and attainment of Normal Retirement Age
 Service credit prior to the effective date shall not exceed years
 For all purposes under the Plan
 With respect to Service for purposes of benefit accruals.
- F. Service Buyback.** The Employer hereby elects
 No service buyback pursuant to Section 10.10 of the Plan
 The service buyback provisions of Section 10.10 of the Plan.
- G. Service for Worker's Compensation Period.** If a Participant is on an Authorized Leave of Absence and is receiving worker's compensation during such Authorized Leave of Absence, such Participant
 shall be credited with Service for such period for purposes of vesting only and not for purposes of benefits, but no Employee contributions shall be made with respect to the Participant for such period.
 shall not be credited with Service for such period.
- H. Determination of Service for City Inspector.** Any Participant in the position of City Inspector for the City of Bethany as of February 1, 2010 shall be 100% immediate vested for purposes of calculating benefits under Section 5.1 of the Plan.
- I. Determination of Service for City Manger.** Any Participant in the position of City Manager for the City of Bethany as of December 5, 2023 for the purposes of calculating benefits under Section 5.1 of the Plan, no early retirement reduction shall apply.

8. Contributions by Participants.

If Participants are required to contribute to the cost of providing benefits under this Plan, such contributions shall be based on the plan designation selected in Section 7B above and shall apply to pay periods commencing on and after **July 1, 2020**.

- a. The Participant contribution formula in Section 3.3 of the Plan shall use the following percentage for the Plan Option selected in Section 7B of this Joinder Agreement:

Plan AAA – 6.00%

Plan AA - 5.25% Plan BB - 4.50% Plan CC - 3.75%

Plan A – 3.00% Plan B - 2.25% Plan C - 1.50%

- b. The contribution formula shall be [insert number between 0 and twelve] of compensation.

- c. The contribution as annually determined each year shall be shared by the Participant and Employer as follows: Employee portion Employer portion
(Participant plus Employer percentages must total 100%.)

The contribution will be actuarially determined based on Plan assets and liabilities as of January 1 of each year as a percent of payroll, which will then be shared between the Employer and Participant as noted above. These contribution rates will be in effect from July 1 of that year until June 30 of the subsequent year.

9. Cost-of-Living Option.

For purposes of adjusting retiree and beneficiary pensions, the Employer hereby elects the following:

- No Cost-of-Living Option on Future Service Benefits effective June 30, 2013.

"Future Service Benefits" refer to pension benefits accruals after June 30, 2013.

- Cost-of-Living Option. This election applies to Sections 5.1 (Normal Pension), 5.2 (Early Pension), 5.3 (Disability Pension), 5.4 (Deferred Vested Pension), 6.2 (Death Prior to Commencement of Pension), 6.3(a) and 6.3(b) (Death After Commencement of Pension), and 6.4 (Spouse's Pension) and provides annual benefit increases or decreases of the smaller of three percent (3%) or the percentage change in the Consumer Price Index.

The effective date of the Cost-Of-Living Option shall be July 1, 1973 (the original date that the Employer elected the Cost-of-Living Option) through June 30, 2013 and shall apply for benefit accruals earned through June 30, 2013, the original date that the Employer elected the Cost-Of-Living Option.

10. Retiree Plan Improvement Option.

Benefits payable to or on behalf of a former Employee under Article V, Article VI, or Article VII of the Plan, which are due or in the course of payment on or after the Effective Date of this Joinder Agreement, shall

- be increased according to the Plan Option elected herein. Such increased benefits shall be reflected in any periodic payments due or paid on or after the Effective Date of the Joinder Agreement. It is not intended for this change to be retroactive and any periodic payments due prior to such date shall not be affected.
- be increased by effective . Such increased benefits shall be reflected in any periodic payments due or paid after such date. It is not intended for this change to be retroactive and any periodic payments due prior to such date shall not be affected.
- not be increased unless such former Employee is subject to Section 10.8 or 10.9 of the Plan, but shall continue to be paid under the terms of the Previous Plan.

11. Limitations on Optional Benefit Forms.

Section 7.2 of the Plan provides for a lump sum payment form, an installment payment form that would be payable over a fixed number of years (at which time all payments would cease), or the purchase of an insured annuity. The Employer hereby elects the following:

- Optional benefit forms under Section 7.2 of the Plan will not be permitted.

- Optional benefit forms under Section 7.2 of the Plan will be permitted, subject to Retirement Committee approval for any such elections by a Participant, subject to the following limitation(s):

None

(The above election has no effect on the joint and survivor optional benefit forms under Section 7.1).

12. Defined Contribution Option.

Not applicable as of July 1, 2020.

(All prior balances under the Defined Contribution Option will remain in place as described below, but no additional employee contributions will be added as of July 1, 2020.).

Participant shall be entitled to the benefit under this option as described in Sections 3.6 and 6.8 of the Oklahoma Municipal Retirement Fund Master Defined Benefit Plan, in addition to the benefit determined according to Section 7B. Each Participant shall be required to contribute to the Plan 1.40% of his or her Compensation. Those contributions shall be picked up and assumed by the Employer and paid to the Fund in lieu of contributions by the Participant. No Participant shall have the option of receiving the contributed amounts directly as Compensation.

This option shall be effective July 1, 1994 through June 30, 2020 [include the earlier of the date this Option was originally adopted in a Joinder Agreement or the date of adoption in the current Plan Year].

13. The Employer has consulted with and been advised by its attorney concerning the meaning of the provisions of the Plan and the effect of entry into the Plan.

IN WITNESS WHEREOF the City of Bethany has caused its corporate seal to be affixed hereto and this instrument to be duly executed in its name and behalf by its duly authorized officers this _____ day of _____, _____.

City of Bethany

By: _____

Title: _____

Attest:

Title: _____

(SEAL)

The foregoing Joinder Agreement is hereby approved by the Oklahoma Municipal Retirement Fund this _____ day of _____, _____.

OKLAHOMA MUNICIPAL RETIREMENT FUND

By: _____

Title: _____

Attest:

Secretary

(SEAL)

Required Disclosures. This Joinder Agreement is to be used only with the Oklahoma Municipal Retirement Fund Master Defined Benefit Plan. Failure to properly complete this Joinder Agreement may result in failure of the Plan to qualify under Code Section 401(a). In accordance with IRS Rev. Proc. 2017-41, the Provider (as defined in Rev. Proc. 2017-41) who has obtained Internal Revenue Service approval of the Oklahoma Municipal Retirement Fund Master Defined Benefit Plan has authority under the Plan document to amend the Plan on behalf of adopting employers for certain changes in the Code, regulations, revenue rulings, other statements published by the Internal Revenue Service, including model, sample or other required good faith amendments. The Provider will inform adopting employers of any such amendments or of the discontinuance or abandonment of the Pre-Approved Plan document. The name, address and telephone number of the Provider are: McAfee & Taft A Professional Corporation, 8th Floor, Two Leadership Square, 211 N. Robinson, Oklahoma City, OK 73102, telephone (405) 552-2231. Any inquiries by the adopting employer regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the Internal Revenue Service advisory letter on the Pre-Approved Plan may be directed to the Provider.

Reliance on Sponsor Opinion Letter. The Provider has obtained from the IRS an Opinion Letter (as defined in Rev. Proc. 2017-41) specifying the form of this Joinder Agreement and the basic plan document satisfy, as of the date of the Opinion Letter, Code §401. An adopting Employer may rely on the Preapproved Plan Sponsor's IRS Opinion Letter only to the extent provided in Rev. Proc. 2017-41. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter and in Rev. Proc. 2017-41 or subsequent guidance. In order to have reliance in such circumstances or with respect to such qualification requirements, the Employer must apply for a determination letter to Employee Plans Determinations of the IRS.

**OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED BENEFIT PLAN**

**OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED BENEFIT PLAN**

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I. Purpose and Organization	I-1
1.1 Purpose.....	I-1
1.2 Parties.....	I-1
ARTICLE II. Definitions and Construction.....	II-1
2.1 Definitions.....	II-1
(a) Accrued Pension	II-1
(b) Actuarial Equivalent	II-1
(c) Aggregate Contributions	II-1
(d) Authorized Agent.....	II-2
(e) Authorized Leave of Absence.....	II-2
(f) Average Monthly Compensation	II-2
(g) Beneficiary	II-2
(h) Break in Service	II-2
(i) City Council.....	II-2
(j) Code	II-2
(k) Committee.....	II-2
(l) Compensation	II-2
(m) Contribution Accumulation	II-3
(n) DC Employer Contributions	II-4
(o) Death Benefit	II-4
(p) Deferred Vested Pension.....	II-4
(q) Disability.....	II-4
(r) Disability Pension.....	II-4
(s) Early Pension	II-4
(t) Effective Date	II-4
(u) Employer.....	II-4
(v) Employment Commencement Date	II-4
(w) Fund	II-4
(x) Hour of Service	II-4
(y) Joinder Agreement	II-4
(z) Leased Employee	II-4
(aa) Limitation Compensation.....	II-5
(bb) Municipality	II-5
(cc) Normal Pension.....	II-5
(dd) Normal Retirement Date.....	II-5
(ee) Oklahoma Municipal Retirement Fund	II-5
(ff) Participant	II-5
(gg) Pension.....	II-5
(hh) Plan	II-5

(ii)	Plan Administrator	II-5
(jj)	Plan Year.....	II-5
(kk)	Previous Plan	II-5
(ll)	Retirement.....	II-6
(mm)	Service.....	II-6
(nn)	Severance Benefit	II-7
(oo)	Spouse.....	II-7
(pp)	Trust Service Provider	II-7
(qq)	Trustee.....	II-7
(rr)	U. S. Consumer Price Index.....	II-7
(ss)	Year of Service	II-7
2.2	Construction.....	II-7
ARTICLE III. Contributions.....		III-1
3.1	Eligibility	III-1
3.2	Contributions by Employer.....	III-1
3.3	Contributions by Participants.....	III-1
3.4	Pick-up Contributions	III-2
3.5	Transfer of Contributions.....	III-2
3.6	Defined Contribution Option	III-2
ARTICLE IV. Requirements for Retirement Benefits		IV-1
4.1	Normal Pension.....	IV-1
4.2	Early Pension	IV-1
4.3	Disability Pension	IV-1
4.4	Deferred Vested Pension.....	IV-2
4.5	Pensions for Former Employees	IV-2
4.6	Termination of Employment - Vesting of Benefits	IV-2
(a)	Ten Year Cliff Vesting Schedule.....	IV-2
(b)	Seven Year Cliff Vesting Schedule.	IV-3
(c)	Five Year Cliff Vesting Schedule.....	IV-3
ARTICLE V. Amount of Retirement Benefits		V-1
5.1	Normal Pension.....	V-1
5.2	Early Pension	V-1
5.3	Disability Pension	V-2
5.4	Deferred Vested Pension.....	V-2
5.5	Accrued Credits and Vested Benefits Preserved	V-2
ARTICLE VI. Severance and Death Benefits		VI-1
6.1	Severance Benefit	VI-1
6.2	Death Prior to Commencement of Pension.....	VI-1
6.3	Death After Commencement of Pension	VI-2
6.4	Spouse's Pension	VI-3
6.5	Designation of Beneficiary	VI-5
6.6	Severance or Death Benefits for Former Employees.....	VI-5
6.7	HEART Act Provision	VI-5

6.8	Defined Contribution Option	VI-5
ARTICLE VII. Optional Retirement Benefits		VII-1
7.1	Joint and Survivor Options	VII-1
7.2	Other Forms of Payment	VII-1
7.3	Restrictions on Optional Forms	VII-2
7.4	Other Benefits Canceled by Option	VII-2
7.5	Options by Former Employee	VII-3
7.6	Rollover to Another Plan or IRA	VII-3
7.7	Minimum Distribution Requirements	VII-4
ARTICLE VIII. Employment Transfers		VIII-1
8.1	Transfers From This Plan	VIII-1
8.2	Transfers to This Plan	VIII-1
8.3	Notice of Transfers	VIII-2
ARTICLE IX. Administration		IX-1
9.1	Administration	IX-1
9.2	Bonds	IX-4
9.3	Benefit Payments	IX-4
9.4	Abandonment of Benefits	IX-4
9.5	Benefits Payable to Incompetents	IX-4
9.6	No Participant Loans Permitted	IX-5
ARTICLE X. Limitations		X-1
10.1	Limitations on Benefits Relating to Section 415 of Internal Revenue Code of 1986.....	X-1
10.2	Definitions	X-1
10.3	Predecessor Employer	X-10
10.4	Severance from Employment	X-10
10.5	Year of Participation	X-11
10.6	Other Rules:	X-11
10.7	Participant Limitation Applicable to Defined Contribution Option	X-12
10.8	Re-employment of Former Employees	X-13
10.9	Re-employment of Retired Participants	X-13
10.10	Buyback of Service	X-14
ARTICLE XI. Guarantees and Liabilities		XI-1
11.1	Non-Guarantee of Employment	XI-1
11.2	Rights to Fund Assets	XI-1
11.3	Non-Alienation of Benefits	XI-1
11.4	Disclaimer of Liability	XI-1
11.5	Indemnification of Trustees	XI-1
11.6	Payments Under a Qualified Domestic Relations Order	XI-1
ARTICLE XII. Amendments		XII-1
12.1	Right to Amend	XII-1
12.2	Amendments	XII-1

12.3	Provider’s Power to Amend for Adopting Employers:.....	XII-1
ARTICLE XIII. Termination		XIII-1
13.1	Right to Terminate	XIII-1
13.2	Liquidation of Fund	XIII-1
13.3	Manner of Distribution	XIII-2
13.4	Consolidation or Merger	XIII-2
13.5	Limitations	XIII-2
ARTICLE XIV. General.....		XIV-1
14.1	USERRA.....	XIV-1
14.2	No Contract Between Employer and Participant	XIV-1
14.3	Payment of Fees	XIV-1
14.4	Governing Law	XIV-1
14.5	Counterpart Execution	XIV-1
14.6	Severability	XIV-1
14.7	Number and Gender.....	XIV-1
14.8	Compensation and Expenses of Administration.....	XIV-1
14.9	Incorporation of Trust Agreement	XIV-2
14.10	Mistake of Fact	XIV-2

ARTICLE I.

Purpose and Organization

1.1 Purpose: The purpose of this Plan is to encourage the loyalty and continuity of service of the Participants, to provide retirement benefits for all eligible Employees of the Employer, as hereinafter defined, who complete a period of faithful service and become eligible hereunder, and to qualify the Plan under Sections 401(a) and 501(a) of the Code by meeting the requirements of Code Section 414(d). The benefits provided by this Plan will be paid from a Fund established by the Employer and will be in addition to the benefits Employees are entitled to receive under any other programs of the Employer and from the Federal Social Security Act.

This Plan and the separate related Fund forming a part hereof are established and shall be maintained for the exclusive benefit of the eligible Employees of the Employer and their Beneficiaries. To the extent this Plan is a governmental retiree benefit plan under Section 401(a)(24) of the Code, and prior to the termination of the Plan and satisfaction of all liabilities of the Plan, no part of the corpus or income of the Fund shall be used for, or diverted to, purposes other than for the exclusive benefit of the Plan participants and their beneficiaries.

1.2 Parties: The Oklahoma Municipal Retirement Fund hereby adopts and establishes this Plan for the benefit of Employees of those Employers, as defined herein, formed, chartered or incorporated under the laws of the State of Oklahoma, who wish to adopt it by executing a Joinder Agreement which incorporates this Plan by reference.

ARTICLE II.

Definitions and Construction

2.1 Definitions: Where the following words and phrases appear in this Plan, they shall have the respective meanings set forth below, unless their context clearly indicates to the contrary:

(a) **Accrued Pension:** The Pension (other than a Disability Pension) determined under the Plan expressed in the form of a monthly benefit commencing at Normal Retirement Date (or date of determination in the case of a Late Pension), which an Employee has accrued at any time under the provisions of the Plan, regardless of his vested status, determined as if he had then terminated employment.

(b) **Actuarial Equivalent:** Equality in value of the aggregate amounts expected to be received under different forms of payment. Benefits for annuity starting dates beginning prior to the Effective Date will be calculated under the terms of the Previous Plan. For annuity starting dates beginning on or after the Effective Date, except as otherwise specifically noted, the determination of such equality will be based on the Pub-2010 Public Retirement Plans Mortality Table as follows:

Interest: 7.25%

Participant mortality: the weighted average reflecting 2/3 of the PubG-2010.M table and 1/3 of the PubG-2010.F table

Spouse mortality: the weighted average reflecting 2/3 of the PubG-2010.F table and 1/3 of the PubG-2010.M table

Except as provided herein, in the event this Subsection is amended, with respect to a Participant who would be eligible for a Normal Pension or Early Pension on the date of amendment if his employment terminated, the Actuarial Equivalent of such Participant's Accrued Pension with an annuity starting date beginning on or after the date the change is adopted shall be determined as the greater of (i) the Actuarial Equivalent of the Accrued Pension as of the date of change computed on the old basis, or (ii) the Actuarial Equivalent of the total Accrued Pension computed on the new basis.

For purposes of determining the benefit limitations under §415(b)(2)(B), (C), or (D) of the Internal Revenue Code as set forth in Section 10.1 of the Plan the applicable mortality table for annuity starting dates prior to December 31, 2002 is set forth in Rev. Rul. 95-6. 1995-1 C.B. 80, and for annuity starting dates on or after December 31, 2002 is set forth in Rev. Rul. 2001-62, 2001-53, I.R.B. 632.

(c) **Aggregate Contributions:** The Employee's aggregate contributions pursuant to Sections 3.3 and/or 3.4 hereof, plus interest thereon accrued at the rate determined by the Trustee, compounded according to uniform rules adopted by the Trustees. Prior to January 1, 1983, the interest rate for crediting interest was three and one-half percent (3 ½%) per annum.

(d) **Authorized Agent:** The City Clerk of the Employer or such other person designated by the Employer to carry out the efficient operation of the Plan at the local level.

(e) **Authorized Leave of Absence:** Any absence authorized by the Employer under the Employer's standard personnel practices applied to all persons under similar circumstances in a uniform manner, including any required military service during which a Participant's re-employment rights are protected by law; provided that he resumes employment with the Employer within the applicable time period established by the Employer or by law.

(f) **Average Monthly Compensation:** The result obtained by dividing the total Compensation paid to an Employee during a considered period by the number of months, including fractional months, for which such Compensation was received. The considered period shall be the number of consecutive months of reported pay selected in Joinder Agreement within the last one hundred twenty (120) months of service which yield the highest average Compensation. For purposes of determining consecutive months, periods of credited service shall be bridged, if interrupted with non-credited periods under an Authorized Leave of Absence. If an Employee has less than the number of months of consecutive employment service selected in the Joinder Agreement, the Employee's actual consecutive months shall be the basis for calculating the Employee's Average Monthly Compensation hereunder.

(g) **Beneficiary:** Any person or entity designated or deemed designated by a Participant as provided in Section 6.5 hereof.

(h) **Break in Service:** The expiration of ninety (90) days from the date the Participant last performed Service for the Employer for which such Participant was entitled to wages as defined in Section 3121(a) of the Code, unless the Participant is on Authorized Leave of Absence. If an Employee does not resume employment with the Employer upon the expiration of an Authorized Leave of Absence, the Participant will be deemed to be absent from work on the first day of his Authorized Leave of Absence for purposes of determining if the Participant has a Break in Service.

(i) **City Council:** The City Council (or Board of Trustees) of the Employer or other duly qualified and acting governing authority of the Employer.

(j) **Code:** The Internal Revenue Code of 1986, as amended from time to time.

(k) **Committee:** The City Council of the Municipality, which shall act as the Plan Administrator of the Plan as provided for under Article IX hereof.

(l) **Compensation:** Compensation means wages for federal income tax withholding purposes, as defined under Code §3401(a), plus all other payments to an Employee in the course of the Employer's trade or business, for which the Employer must furnish the Employee a written statement under Code §§6041, 6051 and 6052, but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or services performed (such as the exception for agricultural labor in Code §3401(a)(2)). The Employer in Section 4 of its Joinder Agreement may specify modifications to the definition of Compensation, for purposes of benefit accruals, the calculation of benefits, or contribution allocations under the Plan. For purposes of determining an Employee's compensation, any

election by such Employee to reduce his regular cash remuneration under Code Sections 125, 402(e)(3), 402(h), 403(b) or 132(f) shall be disregarded.

For Plan Years beginning after December 31, 2008, (i) an individual receiving a differential wage payment, as defined by Code Section 3401(h)(2), shall be treated as an Employee of the Employer making the payment, (ii) the differential wage payment shall be treated as Compensation, and (iii) the Plan shall not be treated as failing to meet the requirements of any provision described in Code Section 414(u)(1)(C) by reason of any contribution or benefit which is based on the differential wage payment.

(1) Limitations. Notwithstanding anything herein to the contrary, for Plan Years commencing after December 31, 1988 and before January 1, 1994, the annual Compensation of each Participant taken into account under the Plan for any Plan Year shall not exceed \$200,000, as adjusted by the Secretary at the same time and in the same manner as under Section 415(d) of the Code except that the dollar increase in effect on January 1 of any calendar year is effective for Plan Years beginning in such calendar year and the first adjustment to the \$200,000 limitation is effective on January 1, 1990. For years beginning on or after January 1, 1994, the annual compensation limit of each Participant taken into account for determining all benefits provided under the Plan for any determination period shall not exceed \$150,000, as adjusted for the cost-of-living in accordance with section 401(a)(17)(B) of the Internal Revenue Code. The cost-of-living adjustment in effect for a calendar year applies to any determination period beginning in such calendar year. If a determination period consists of fewer than 12 months, the OBRA '93 annual compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is 12.

The annual Compensation of each Participant taken into account in determining benefit accruals in any Plan Year beginning after December 31, 2001, shall not exceed \$200,000. Annual Compensation means Compensation during the Plan Year or such other consecutive 12-month period over which Compensation is otherwise determined under the Plan (the determination period). For purposes of determining benefit accruals in a Plan Year beginning after December 31, 2001, Compensation for any prior determination period shall be \$200,000. The \$200,000 limit on annual Compensation shall be adjusted for cost-of-living increases in accordance with Section 401(a)(17)(B) of the Code. The cost-of-living adjustment in effect for a calendar year applies to annual Compensation for the determination period that begins with or within such calendar year.

If Compensation for any prior determination period is taken into account in determining an employee's benefits accruing in the current Plan Year, the Compensation for that prior determination period is subject to the applicable annual compensation limit in effect for that prior determination period.

(m) Contribution Accumulation: The Employee's aggregate DC Employer contributions, plus interest thereon pursuant to the Defined Contribution Option in Section 12 of the Joinder Agreement. If the Employer elects such option, the interest rate for determining the investment earnings on such amounts contributed under such option shall be equal to the rate earned by the Fund.

(n) **DC Employer Contributions:** The Employer contributions described in Section 3.6 hereof.

(o) **Death Benefit:** The pension benefit described in Article VI herein.

(p) **Deferred Vested Pension:** The pension benefit described in Sections 4.4 and 5.4 herein.

(q) **Disability:** A physical or mental condition which, in the judgment of the Committee, totally and presumably permanently prevents an Employee from engaging in any substantial gainful employment with the Employer. A determination of such disability shall be based upon competent medical evidence.

(r) **Disability Pension:** The pension benefit described in Sections 4.3 and 5.3 herein.

(s) **Early Pension:** The pension benefit described in Sections 4.2 and 5.2 herein.

(t) **Effective Date:** The later of (i) the date specified in the Joinder Agreement, or (ii) the first day on which the Plan has a Participant.

(u) **Employer:** A Municipality located in the State of Oklahoma which executes the Joinder Agreement.

(v) **Employment Commencement Date:** The date on which the Employee's most recent employment with the Employer began.

(w) **Fund:** The fund established to provide the benefits under the Plan for the exclusive benefit of the employees included in the Plan, and which will be pooled with similar funds of other incorporated cities and towns of Oklahoma as a part of Oklahoma Municipal Retirement Fund, for purposes of pooled management and investment.

(x) **Hour of Service:** (1) Each hour for which an employee is paid, or entitled to payment, for the performance of duties for the employer; and (2) each hour for which an employee is paid, or entitled to payment, by the employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence.

(y) **Joinder Agreement:** The agreement by which the Employer adopts this Plan and Fund as its Plan and Fund.

(z) **Leased Employee:** Any person (other than an employee of the recipient) who pursuant to an agreement between the recipient and any other person ("leasing organization") has performed services for the recipient (or for the recipient and related persons determined in accordance with Section 414(n)(6) of the Code) on a substantially full time basis for a period of at least one year, and such services are performed under primary direction or control by the recipient. Contributions or benefits provided a leased employee by the leasing organization

which are attributable to services performed for the recipient employer shall be treated as provided by the recipient employer.

A leased employee shall not be considered an employee of the recipient if: (I) such employee is covered by a money purchase pension plan providing: (1) a nonintegrated employer contribution rate of at least 10% of compensation, as defined in Section 415(c)(3) of the Code, but including amounts contributed pursuant to a salary reduction agreement which are excludable from the employee's gross income under Section 125, Section 402(e)(3), Section 402(h)(1)(B) or Section 403(b) of the Code, (2) immediate participation, and (3) full and immediate vesting; and (ii) leased employees do not constitute more than 20% of the recipient's nonhighly compensated work force.

(aa) **Limitation Compensation:** Compensation as defined in Section 10.2(b) hereof.

(bb) **Municipality:** (1) each and every municipality located in the State of Oklahoma; (2) public trusts having municipalities as Beneficiaries; (3) interlocal cooperatives between municipalities and/or their public trust, and; (4) any other legal entity comprising a municipal authority which has adopted the Plan and/or which has become a Participant in the related trust according to the terms hereof.

(cc) **Normal Pension:** The pension benefit described in Sections 4.1 and 5.1 herein.

(dd) **Normal Retirement Date:** The later of (i) the Effective Date, or (ii) the first day of the month coincident with or next following the later of the Normal Retirement Age as designated in the Joinder Agreement, Section 7C, or the date he has satisfied the vesting requirements specified in the Joinder Agreement to become 100% vested.

(ee) **Oklahoma Municipal Retirement Fund:** The entity known as the Oklahoma Municipal Retirement Fund, which was created to combine pension and retirement funds of Oklahoma cities and towns for purposes of management and investment, represented by and acting through its Board of Trustees.

(ff) **Participant:** Any Employee or former Employee who meets the eligibility requirements and is covered under the Plan.

(gg) **Pension:** A series of monthly amounts which are payable to a person who is entitled to receive benefits under the Plan.

(hh) **Plan:** The Oklahoma Municipal Retirement Fund Master Defined Benefit Plan set forth herein, and all subsequent amendments.

(ii) **Plan Administrator:** The persons who administer the Plan pursuant to the provisions of Article IX hereof.

(jj) **Plan Year:** The twelve (12) consecutive month period ending June 30th of each year. The initial or final Plan Year may be less than a twelve (12) consecutive month period.

(kk) **Previous Plan:** The terms and provisions in the prior instruments governing the Employer's qualified defined benefit retirement plan and related trust, and applying before the

Effective Date hereof, or any other date expressly specified herein if different from the Effective Date, which prior instruments are amended, restated and superseded by this instrument.

(ll) **Retirement:** Termination of employment after a Participant has fulfilled all requirements for a Pension and has attained the age required to receive an Early Pension (age 55 or older). Retirement shall be considered as commencing on the day immediately following an Employee's last day of employment.

(mm) **Service:**

(1) A Participant's last continuous period during which the Participant was an Employee of the Employer and/or any other Municipality prior to the earlier of his retirement or Break in Service.

(i) Service includes employment with a Municipality other than the Employer prior to the time that the other Municipality adopted the Plan if the other Municipality credits a Participant's past service under its retirement plan; and

(ii) Service for the Employer does not include employment with any Municipality if that service would not be included under the Municipality's retirement plan.

(2) Concurrent employment with more than one Municipality shall be credited as only one period of Service.

(3) Any Authorized Leave of Absence shall not be considered as interrupting continuity of employment, provided the Employee returns within the period of authorized absence. Until such time as the City Council shall adopt rules to the contrary, credit for Service with the Employer shall be granted for any period of Authorized Leave of Absence during which the Employee's full Compensation is continued and contributions to the Fund are continued at the same rate and made by or for him, but credit for Service with the Employer shall not be granted for any period of authorized, nonpaid absence due to illness, union leave, military service (except as provided in Section 14.1), or any other reason, unless arrangements are made with the City Council for the Employee's continued participation and for contributions to be continued at the same rate and made by him or on his behalf during such absence. Provided, however, if a Participant is on an Authorized Leave of Absence and is receiving workers' compensation during such Authorized Leave of Absence, and if the Employer so elects in the Joinder Agreement, such Participant shall be credited with Service for such period for purposes of vesting only (and not for purposes of benefits) but no Employee contributions shall be made with respect to the Participant for such period.

(4) The expiration of the term of office of an elected official shall not be considered as interrupting continuity of employment, provided the official is re-elected for a consecutive term.

(5) Any reference in this Plan to the number of years of service of an Employee shall include fractional portions of a year.

(6) With respect to a Participant who was previously 100% vested in any other Municipality's qualified retirement plan, regardless of Break in Service, prior to becoming a

Participant in this Plan, such Participant's "Service" for purposes of determining years of service for vesting under this Plan shall include the Participant's last continuous period during which the Participant was an employee of the other Municipality.

Credit for service with the Employer shall not be granted for any period subsequent to the Effective Date during which the Employee did not participate in the Plan and Employee contributions to the Plan and Fund were not made by or for him except as specified above.

(nn) **Severance Benefit:** The pension benefit described in Section 6.1 herein.

(oo) **Spouse:** A spouse as determined under applicable federal tax law.

(pp) **Trust Service Provider:** The person appointed by the Trustees to supervise operation of the Oklahoma Municipal Retirement Fund and to assist participating Municipalities in the adoption and operation of the Plan.

(qq) **Trustee:** The Trustees appointed pursuant to the Trust Indenture establishing the Oklahoma Municipal Retirement Fund.

(rr) **U. S. Consumer Price Index:** The Consumer Price index for all items as reported in the Monthly Labor Review for the month of December of the immediately preceding calendar year as published by the United States Department of Labor.

(ss) **Year of Service:** A 12 consecutive month period of Service commencing on the Employee's Employment Commencement Date, and any anniversary thereof.

2.2 Construction: The masculine gender, where appearing in the Plan, shall be deemed to include the feminine gender, unless the context clearly indicates to the contrary. The words "hereof," "herein," "hereafter" and other similar compounds of the word "here" shall mean and refer to the entire Plan, not to any particular provision or Section.

ARTICLE III.

Contributions

3.1 Eligibility: An Employee, as defined in the Joinder Agreement, who has satisfied all the requirements set forth in the Joinder Agreement shall be eligible to participate in the Plan. Any person who has been classified by the Employer as an independent contractor and has had his compensation reported to the Internal Revenue Service on Form 1099 but who has been reclassified as an “employee” (other than by the Employer) shall not be considered as an eligible Employee who can participate under this Plan; provided, if the Employer does reclassify such worker as an “Employee,” for purposes of this Plan, such reclassification shall only be prospective from the date that the Employee is notified by the Employer of such reclassification.

3.2 Contributions by Employer: The Employer shall make contributions to the Fund in such amounts and at such times as the City Council shall determine, acting under the advice of the Plan’s actuarial firm. All contributions made by the Employer to the Fund shall be irrevocable and shall be used for the exclusive benefit of the Participants covered by the Plan to pay benefits under the Plan, or to pay expenses of the Fund. Forfeitures arising because of death prior to Retirement, severance of Employment before a Participant becomes eligible for a Pension, or any other reason shall be applied to reduce the cost of the Plan, not to increase the benefits otherwise payable to the Participants.

3.3 Contributions by Participants: Unless the Employer selects the Non-Contributory Option, each Participant shall contribute to the cost of providing benefits under this Plan while he remains a Participant who is actively employed. Such annual contributions shall be the product of (i) the percentage selected in Section 8 of the Joinder Agreement, and (ii) the Participant’s Compensation.

Any required contributions by Participants shall be made by payroll deductions for each pay period, or any series of pay periods as the Employer may deem most convenient. The Committee may, however, approve payment of such contributions in a manner other than payroll deductions in any specific case or cases. (In any event a Participant shall be deemed to consent and agree to the payroll deductions as provided for herein.) If a Participant is granted a non-paid leave of absence authorized for any reason, his continued participation in the Plan will depend upon his contributions being continued at the same rate and made by or for him during such absence. While such contributions are continued during such non-paid leave of absence, the Participant’s Compensation shall be deemed to have continued at the same rate for the purpose of computing the Participant’s Average Monthly Compensation.

Provided, however, if a Participant is on an Authorized Leave of Absence and is receiving workers’ compensation during such Authorized Leave of Absence, such Participant shall be credited with Service for such period for purposes of vesting only and not for purposes of benefits if the Employer so elects in Section 7G of the Joinder Agreement, but no Participant contributions shall be made with respect to the Participant for such period.

Each Employee employed after the original Effective Date of the Plan hereof shall, as a condition of employment, become a Participant in the Plan as of the date on which he is first eligible by signing a written notice of participation agreeing to be bound by the terms and conditions hereof,

and authorizing the Employer to deduct from his Compensation any contributions required of him as provided in the Joinder Agreement hereof, and he shall be subject to all other provisions of the Plan beginning on such date. Each Employee employed on the original Effective Date of the Plan shall have a one-time irrevocable election to participate in the Plan.

For each Employee who becomes a Participant in this Plan on the original Effective Date of the Plan, Participant contributions and his participation shall first begin for the pay period commencing on, or next following, that date. For each Employee who becomes a Participant in this Plan after the original Effective Date of the Plan, Participant contributions and his participation shall begin for the pay period commencing on or next following the date he becomes a Participant.

Such Participant contributions shall be fully vested in the contributor Participant at all times. Upon retirement, death or termination of employment of a Participant for any reason, the retired or terminated Employee, or his Beneficiary as the case may be, shall have the option to receive, in lieu of any and all other benefits provided herein, his Aggregate Contributions. Furthermore, the value of the total benefits payable to the Participant and/or his Beneficiary shall in no event be less than his Aggregate Contributions as of the time of his termination of employment. However if any benefit of any other kind is paid under this Plan, to or on behalf of a Participant, no Aggregate Contributions shall be paid, but shall be deemed to have been included in the value of the benefit so paid, unless the total value of such other benefit payments finally paid shall be less than such Aggregate Contributions as of the time of the Participant's termination of employment, in which case the difference shall be paid in a lump sum to the Participant and/or his Beneficiary.

3.4 Pick-up Contributions: If the Employer elects the Pick-Up Option in the Joinder Agreement, all Participants shall be required to make the contributions specified in the Joinder Agreement. These contributions shall be picked up and assumed by the Employer and paid to the Fund in lieu of contributions by the Participant. Such contributions shall be designated as Employer contributions for federal income tax purposes. Each Participant's Compensation will be reduced by the amount paid to the Fund by the Employer in lieu of the required contribution by the Participant. These contributions shall be excluded from the Participant's gross income for federal income tax purposes and from wages for purposes of withholding under Sections 3401 through 3404 of the Code in the taxable year in which contributed. No Participant shall have the option of receiving the contributed amounts directly as compensation. Contributions made by the Employer under this election shall be designated as Participant contributions for purposes of vesting and determining Participant rights and the Participant's Aggregate Contributions shall be monitored. A private letter ruling is required if the sponsor/employer wishes a ruling on pick-up contributions. The Aggregate Contributions shall be subject to the distribution provisions in Section 3.3.

3.5 Transfer of Contributions: All Employer and Participant contributions shall be directly or immediately allocated, paid or delivered to the City Treasurer or Employer designee, as Treasurer of the Plan. Such contributions shall be transferred and transmitted by the Treasurer to the Fund for credit as soon as administratively feasible.

3.6 Defined Contribution Option: If the Employer has elected the Defined Contribution Option in Section 12 of the Joinder Agreement, a Contribution Accumulation account shall be created for each active Participant as of the effective date of the option. Each Participant shall be

required as a condition of employment to make a DC Employer contribution in the amount specified in the Adoption Agreement. These contributions shall be picked up and assumed by the Employer and paid to the Fund in lieu of contributions by the Participant. Such contributions shall be designated as Employer contributions for federal income tax purposes. Each Participant's Compensation will be reduced by the amount paid to the Fund by the Employer in lieu of the required contribution by the Participant. These contributions shall be excluded from the Participant's gross income for federal income tax purposes and from wages for purposes of withholding under Sections 3401 through 3404 of the Code in the taxable year in which contributed. Amounts attributable to DC Employer contributions shall be fully vested. The Contribution Accumulation account shall be credited with:

(1) DC Employer Contributions made by the Participant after the effective date of the option; and

(2) Investment earnings at same rate as earned by the Oklahoma Municipal Retirement Fund (OkMRF) Defined Benefit Plan.

ARTICLE IV.

Requirements for Retirement Benefits

4.1 Normal Pension: A Participant shall be eligible for a Normal Pension if his employment is terminated on or after his Normal Retirement Date, or if his employment classification has changed such that he is no longer eligible to participate in this Plan on or after his Normal Retirement Date, provided he has met the 100% vesting requirements. Payment of a Normal Pension shall commence as of the first day of the month coinciding with or next following Retirement or change in employment classification, as applicable, and the last payment shall be made as of the first day of the month in which the death of such Participant occurs; provided however, that at the time of his death, if such Participant has received less than the number of monthly payments elected by the Employer in Section 7 of the Joinder Agreement, his Pension payments shall continue to his Beneficiary or Beneficiaries until a total of such number of monthly payments as elected have been made to such Participant and such Beneficiary or Beneficiaries. Normal Pension payments shall not be suspended for a retired Participant who returns to work for the Employer in an employment classification which is not eligible to participate in this Plan. Notwithstanding the vesting schedule elected by the Employer in Section 7D of the Joinder Agreement, a Participant's right to his or her Normal Pension shall be nonforfeitable upon attainment of his or her Normal Retirement Age as defined in Section 7C of the Joinder Agreement.

4.2 Early Pension: A Participant may elect early Retirement and be eligible for an Early Pension if his employment is terminated on or after his 55th birthday and before his Normal Retirement Date, provided he has met the 100% vesting requirements. Payment of an Early Pension shall commence as of the Participant's Normal Retirement Date. However, if a Participant requests the Committee to authorize the commencement of his Early Pension as of the first day of any subsequent month which precedes his Normal Retirement Date, his Pension shall commence as of the beginning of the month so requested, but the amount thereof shall be reduced as provided in Section 5.2. The last payment of an Early Pension shall be made as of the first day of the month in which the death of the retired Participant occurs; provided however, that if the retired Participant has received less than the monthly payments as elected in Section 7 of the Joinder Agreement at the time of his death, his Pension payments shall continue to his Beneficiary or Beneficiaries until a total of such monthly payments have been made to such Employee and such Beneficiary or Beneficiaries. Early Pension payments shall not be suspended for a retired Participant who returns to work for the Employer in an employment classification which is not eligible to participate in this Plan.

4.3 Disability Pension: A Participant shall be eligible for a Disability Pension if his employment is terminated by reason of Disability, before his Normal Retirement Age, provided he has met the 100% vesting requirements. Payment of a Disability Pension shall commence as of the first day of the month coincidental with or next following the date of Retirement. The last payment shall be made as of the first day of the month in which the death of the retired Employee occurs, or if Disability ceases prior to his Normal Retirement Date, the first day of the month in which Disability ceases.

Disability under the Plan shall be considered total and permanent, if on the basis of a medical examination by a doctor or clinic appointed by the Committee, the Committee finds that the Participant has a physical or mental condition which totally and presumably permanently prevents him from engaging in any substantial gainful employment with the Employer.

Notwithstanding any other provisions of this Section, no Participant shall qualify for a Disability Pension if the Committee determines that his Disability results from (a) chronic alcoholism, (b) addition to narcotics, or (c) an injury suffered while engaged in a felonious or criminal act or enterprise.

Disability shall be considered to have ended and a Disability Pension shall cease if, prior to his Normal Retirement Age, the Participant (a) engages in any substantial gainful employment except for such employment as is found by the Committee to be for the primary purpose of rehabilitation or not incompatible with a finding of total and permanent Disability, or (b) has sufficiently recovered, in the opinion of the Committee based on a medical examination by a doctor or clinic appointed by the Committee to be able to engage in regular employment with the Employer and refuses an offer of employment by the Employer, or (c) refuses to undergo any medical examination requested by the Committee provided that a medical examination shall not be required more frequently than twice in any calendar year. The Normal Pension will recommence upon his reaching Normal Retirement Age.

If Disability ceases before a retired Participant attains his Normal Retirement Date and the Participant is re-employed by the Employer, the Pension payable upon his subsequent Retirement shall be determined in accordance with the provisions of Section 10.9.

4.4 Deferred Vested Pension: A Participant shall be eligible for a Deferred Vested Pension, if his employment is terminated before his 55th birthday and after he has met the 100% vesting requirements. Payment of a Deferred Vested Pension shall commence as of the Participant's Normal Retirement Date. However, if the Participant requests the Committee to authorize the commencement of his Deferred Vested Pension as of the first day of the month coinciding with or next following his 55th birthday, or as of the first day of any subsequent month which precedes his Normal Retirement Date, his Pension shall commence as of the first day of the month so requested, but the amount thereof shall be reduced as provided in Section 5.4.

4.5 Pensions for Former Employees: If a Participant's Service with the Employer terminates, but his Service continues by virtue of his employment with a Municipality other than the Employer, he, his spouse or other Beneficiaries shall only be then, or later become entitled to, and limited to, such rights, benefits and options of any kind, under this Plan, if any, in the amounts and on the terms and conditions, as provided in Article VIII-Employment Transfers.

4.6 Termination of Employment - Vesting of Benefits: Except as provided in Sections 10.12 and 10.13 hereof, if applicable, when a Participant ceases to be a Participant for any reason, he shall have vested and nonforfeitable rights in his Accrued Pension as set forth in one of the following vesting schedules as may be elected by the Employer in the Joinder Agreement:

(a) Ten Year Cliff Vesting Schedule. The Ten Year Cliff Vesting Schedule is as follows:

<u>Years of Service</u>	<u>Percent of Accrued Benefit Vested</u>
Less than: 10	0%
At least: 10	100%

(b) Seven Year Cliff Vesting Schedule. The Seven Year Cliff Vesting Schedule is as follows:

<u>Years of Service</u>	<u>Percent of Accrued Benefit Vested</u>
Less than: 7	0%
At least: 7	100%

(c) Five Year Cliff Vesting Schedule. The Five Year Cliff Vesting Schedule is as follows:

<u>Years of Service</u>	<u>Percent of Accrued Benefit Vested</u>
Less than: 5	0%
At least: 5	100%

ARTICLE V.

Amount of Retirement Benefits

5.1 Normal Pension:

(a) **Basic Formula:** A Participant who meets the requirements for a Normal Pension shall receive a monthly amount equal to the product of (1), (2), and (3) as follows:

(1) The percentage associated with the Plan Option elected by the Employer in Section 7B of the Joinder Agreement; multiplied by

(2) His Average Monthly Compensation; and multiplied by

(3) The number of his Years of Service credited with the Employer (but not with any other Municipality), subject to the limitations in Section 7E of the Joinder Agreement.

(b) **Cost-of-Living Adjustment:** If the Cost-of-Living Option is elected in the Joinder Agreement, the monthly amount of Normal Pension determined above under Subsection (a) of this Section, or the amount of any optional form of Pension payable in lieu thereof to a retired Participant or his contingent Beneficiary, shall be increased or decreased annually while payable, commencing with the payment due on the first day of July coinciding with or next following the later of (1) the effective date of the Cost-of-Living option, or (2) the date of the Participant's Retirement, and continuing thereafter on the first day of each subsequent July during which the Pension is payable. Each such increase or decrease shall be related to a change in the cost-of-living based on the percentage change, if any, determined by a comparison of the U. S. Consumer Price Index (as defined in Section 2.1(pp)) for the December next preceding the July of the determination, with such U. S. Consumer Price Index for the December one year earlier; provided however, that such yearly increase or decrease, if any, shall be limited to a maximum change of three percent (3%); and provided further, that such yearly decrease, if any, shall not reduce the amount of Pension so adjusted, below the level established at the time of Retirement.

5.2 Early Pension:

(a) **Basic Formula:** A Participant who meets the requirements for an Early Pension shall receive a monthly amount which shall be computed in the same manner as a Normal Pension, considering his Compensation and Service credited with the Employer prior to Retirement. If payment of an Early Pension commences prior to the Participant's Normal Retirement Date, the amount determined above shall be reduced by 5% each full year plus 5% pro-rata for the number of months in the period between the date as of which the Pension begins and the Normal Retirement Date.

(b) **Cost-of-Living Adjustment:** If the Cost-of-Living option is elected in the Joinder Agreement, the monthly amount of Early Pension determined above under Subsection (a) of this Section, or the amount of any optional form of Pension payable in lieu thereof to a retired Participant or his contingent Beneficiary, shall be subject to annual cost-of-living adjustments in the same manner as provided in Subsection 5.1(b), except that no such adjustment

shall be applicable for any period before the Early Pension payments commence, and for this purpose only, the date such payments commence shall be treated as the Participant's Retirement Date.

5.3 Disability Pension:

(a) **Basic Formula:** A Participant who meets the requirements for a Disability Pension shall receive a monthly amount which shall be computed in the same manner as a Normal Pension, considering his Compensation and Service credited with the Employer prior to Retirement.

(b) **Cost-of-Living Adjustment:** If the Cost-of-Living Option is elected in the Joinder Agreement, the monthly amount of Disability Pension determined above under Subsection (a) of this Section shall be subject to a cost-of-living adjustment in the same manner as provided in Subsection 5.1(b), except that such adjustment shall not be applicable for any period before the Disability Pension payments commence, and for this purpose only, the date such payments commence shall be treated as the Participant's Retirement Date.

5.4 Deferred Vested Pension:

(a) **Basic Formula:** A Participant who meets the requirements for a Deferred Vested Pension shall receive a monthly amount which shall be computed in the same manner as a Normal Pension, considering his Compensation and Service credited with the Employer prior to the termination of his employment. If payment of a Deferred Vested Pension commences prior to the Participant's Normal Retirement Date, the amount determined above shall be reduced by 5% each full year plus 5% pro-rata for the number of months in the period between the date as of which the Pension begins and Normal Retirement Date.

(b) **Cost-of-Living Adjustment:** If the Cost-of-Living Option is elected in the Joinder Agreement, the monthly amount of Deferred Vested Pension determined above under Subsection (a) of this Section shall be subject to a cost-of-living adjustment in the same manner as provided in Subsection 5.1(b), except, that such adjustment shall not be applicable for any period before the Deferred Vested Pension payments commence, and for this purpose only, the date such payments commence shall be treated as the Participant's Retirement Date.

5.5 Accrued Credits and Vested Benefits Preserved: The adoption of a new Joinder Agreement by an Employer shall not operate to exclude, diminish, limit, or restrict the amount, payments or continuation of payments of benefits accrued up to the Effective Date of the most recent Joinder Agreement. The amount of such Accrued Pension benefits, if any, in the course of payment immediately prior to such date, shall be continued under the provisions of such Previous Plan, in the same manner and amounts, subject to the provisions of the Retiree Plan Improvement Option in Section 10 of the Joinder Agreement.

ARTICLE VI.

Severance and Death Benefits

6.1 Severance Benefit: Upon termination of a Participant's employment with the Employer, his contributions to the Fund shall cease and he shall be entitled to receive a Severance Benefit equal in amount to the Participant's Aggregate Contributions, which shall be in lieu of all other benefits under this Plan. Payment of such benefit shall be made in a lump sum as soon as administratively feasible after the date of termination of the Participant's employment and the Participant's request for payment. If such termination of employment occurs after the Participant has met the requirements for Normal, Early, Disability or Deferred Vested Pension, he may receive in lieu of such Aggregate Contributions, the Pension for which he is eligible under the provisions of Article IV, unless the Participant elects to receive such Aggregate Contributions.

If any benefit of any other kind is paid under this Plan to or on behalf of a Participant, no Severance Benefit shall be paid, but shall be deemed to have been included in the value of the other benefit, unless the total of such other benefit payments finally made shall be less than his Aggregate Contributions at the time of the Participant's termination of employment, in which case the difference shall be paid to the terminated Participant if living, or if deceased, to his Beneficiary.

6.2 Death Prior to Commencement of Pension: Upon the death of an active Participant or a retired Participant prior to the earlier of the date the Committee approves the commencement of his pension payments or the date fixed for commencement of his Pension payments, the Beneficiary designated by the Participant or retired Participant shall be paid a Death Benefit in the form of a Pension unless a spouse's pension becomes payable under Section 6.4.

(a) Basic Formula: Subject to the further provisions of Subsection (b) of this Section 6.2, the amount of the Death Benefit Pension shall be equal to fifty percent (50%) of the monthly amount of the Normal Pension, as determined in Section 5.1 which the deceased Participant had accrued at the time of his death considering the Participant's Compensation and Service with the Employer prior to the date of his death. Payment of the Death Benefit Pension under this Subsection shall commence as of the first day of the month coincident with or next following the Employee's death. The last payment shall be made upon completion of the number of monthly payments in the aggregate as elected in Section 7A of the Joinder Agreement. Notwithstanding the foregoing, if any spouse's Pension becomes payable under Section 6.4, or if any optional Pension was elected by such a retired Participant, and becomes effective under Article VII, no such Death Benefit Pension under this Section 6.2 shall be paid at that time. The terms of such Spouse's Pension or optional Pension as the case may be, shall control payments after such death and the Death Benefit Pension provided for under this Section shall be thereby canceled or inapplicable, except that upon the death of the spouse or the contingent Beneficiary, his estate shall be paid the excess, if any, of the Participant's Aggregate Contributions as of the date the Pension commenced or as of the date of death, if earlier, over the sum of the benefit payments, previously received by the Spouse or the contingent Beneficiary.

(b) Cost-of-Living Adjustment: If the Cost-of-Living Option is elected in the Joinder Agreement, the monthly amount of Death Benefit Pension determined above under Subsection (a) of this Section 6.2 or the amount of any optional form of Pension payable in lieu

thereof to the Beneficiary entitled thereto, shall be subject to a cost-of-living adjustment in the same manner as provided in Subsection 5.1(b).

6.3 Death After Commencement of Pension:

(a) **Normal Pension, Early Pension or Deferred Vested Pension:** Upon the death of a retired Participant after the earlier of the date the Committee approves the commencement of his Normal Pension payments, Early Pension payments or Deferred Vested Pension payments as the case may be, or the date fixed for commencement of his Normal Pension payments or Early Pension payments, Deferred Vested Pension payments as the case may be, and before he has received the number of monthly payments elected in Section 7A of the Joinder Agreement, his Beneficiary shall be entitled to a Death Benefit to be provided in the form of a Pension.

(1) **Basic Formula:** Subject to the further provisions of Subsection (a)(2) of this Subsection 6.3(a), the amount of such Death Benefit Pension shall be equal to the monthly amount of Normal Pension, Early Pension or Deferred Vested Pension which the deceased retired Participant was eligible for or receiving at the time of his death. Payment of such Death Benefit Pension shall commence as of the first day of the month coincident with or next following the retired Participant's date of death. The last payment shall be made upon the completion of the number of monthly payments in the aggregate as elected in Section 7A of the Joinder Agreement to the retired Participant and the Beneficiary, if living, or if deceased, the estate of the Beneficiary. This Death Benefit Pension shall not be in addition to, but shall be one and the same as the continuation of Pension as provided in Section 4.1, Section 4.2, or Section 4.4, as the case may be. However, no such Death Benefit shall be paid but shall be canceled and inapplicable, if an optional form of payment is elected and becomes effective under Article VII hereof.

(2) **Cost-of-Living Adjustment:** If the Cost-of-Living Option is elected in the Joinder Agreement, the monthly amount of Death Benefit Pension determined above under Subsection (a)(1) of this Section 6.3 or the amount of any optional form of Pension payable in lieu thereof to the Beneficiary or estate entitled thereto, shall be subject to a cost-of-living adjustment in the same manner as provided in Subsection 5.1(b).

(b) **Disability Pension:** Upon the death of a retired Participant who was unmarried or legally separated from his or her spouse, after the earlier of the date the Committee approves the commencement of his Disability Pension payments, or the date fixed for commencement of his Disability Pension payments and before he has received a total of the number of monthly Pension payments as elected in Section 7A of the Joinder Agreement, and before the cessation of his Disability if such death occurs prior to his Normal Retirement Date, his Beneficiary shall be entitled to a Death Benefit to be provided in the form of a Pension.

(1) **Basic Formula:** Subject to the further provision of Subsection (b)(2) of this Section 6.3(b), the amount of such Death Benefit Pension shall be equal to the monthly amount of Disability Pension which the deceased retired Participant was eligible for or receiving at the time of his death. Payment of such Death Benefit Pension shall commence as of the first day of the month coincident with or next following the retired Participant's date of death. The last payment shall be made upon the completion of the number of

monthly payments in the aggregate as elected in Section 7A of the Joinder Agreement to the retired Participant and the Beneficiary, if living, or if deceased, to the estate of the Beneficiary.

If the death of such retired Participant occurs after the cessation of his Disability and before his Normal Retirement Date, and the total Disability Pension payments he had received was less than his Aggregate Contributions as of the date of commencement of payments of such Disability Pension, or as of the date of his death, if earlier, then his Beneficiary shall be entitled to a Death Benefit. The amount of such Death Benefit shall be the excess of the retired Participant's said Aggregate Contributions over the sum of such Pension payments, if any, previously received by the retired Participant. Such Death Benefit shall be paid in cash in a single sum within 30 days after the date of death.

If the retired Participant was married and not legally separated from his or her spouse at the time of death, the applicable Death Benefit shall be that as provided in Section 6.4(b).

(2) **Cost-of-Living Adjustment:** If the Cost-of-Living Option is elected in the Joinder Agreement, the monthly amount of Death Benefit Pension determined above under Subsection (b)(1) of this Section 6.3 shall be subject to a cost-of-living adjustment in the same manner as provided in Section 5.1(b).

6.4 Spouse's Pension:

(a) In-Service Death:

(1) **Eligibility Requirements:** The surviving spouse of a deceased Participant shall be eligible for a Spouse's Pension with payments commencing on the first day of the month coinciding with or next following the Participant's date of death and payable for the spouse's lifetime, or until the spouse's remarriage, provided however, that at the time of the Spouses' death, if he or she has received less than the number of monthly payments elected by the Employer in Section 5 of the Joinder Agreement, his or her Pension payments shall continue to his or her Beneficiary or Beneficiaries until a total of such number of monthly payments as elected have been made to such Spouse and such Beneficiary or Beneficiaries provided that the Participant, as of the date of his or her death, (a) was continuing in the active Service of the Employer, (b) had met the 100% vesting requirement, and (c) was not legally separated from the surviving spouse.

(2) **Amount of Spouse's Pension:** A surviving spouse who meets the eligibility requirements under Subsection (a)(1) of Section 6.4 above shall receive a monthly amount of Spouse's Pension equal to fifty percent (50%) of the amount determined in Section 5.1 for a Normal Pension considering the Participant's Compensation and Service with the Employer to the date of his death. However, if the surviving spouse is more than ten years younger than the retired Participant on the date of his death, the Spouse's Pension payable under this Subsection shall be reduced by one percent (1%) for each such year of age difference in excess of ten (10) years to compensate for the longer period of expected payments.

(3) **Cost-of-Living Adjustment:** If the Cost-of-Living Option is elected in the Joinder Agreement, the monthly amount of Spouse's Pension determined above under Subsection (a)(2) of this Section 6.4 shall be subject to a cost-of-living adjustment in the same manner as provided in Subsection 5.1(b).

(b) Post-Disability Retirement Death: The surviving spouse of a deceased, retired Participant, who was receiving or was entitled to receive a Disability Pension on the date of his or her death and who had received less than the number of monthly payments as elected in Section 7A of the Joinder Agreement of such Disability Pension, shall be eligible for a Spouse's Pension.

(1) **Basic Formula:** Subject to the further provisions of Subsection (b)(2) of this Section 6.4, the amount of such Spouse's Pension shall be equal to the monthly amount of Disability Pension which the deceased retired Participant was eligible for or receiving at the time of his death. Payment of such Spouse's Pension shall commence as of the first day of the month coincident with or next following the retired Participant's date of death. The last payment shall be made upon the completion of the number of monthly payments in the aggregate as elected in Section 7A of the Joinder Agreement to the retired Participant and the surviving spouse, or if the surviving spouse dies before such completion of payments, the remaining payments shall be made to the estate of the deceased spouse.

(2) **Cost-of-Living Adjustment:** If the Cost-of-Living Option is elected in the Joinder Agreement, the monthly amount of Spouse's Pension determined above under Subsection (b)(1) of this Section 6.4 shall be subject to a cost-of-living adjustment in the same manner as provided in Section 5.1(b).

(c) Post-Termination Death Benefit After Deferred Vested Termination: The surviving spouse of a deceased, retired Participant, who was entitled to receive a Deferred Vested Pension but had not yet received any payments on the date of his or her death, shall be eligible for a Spouse's Pension. Such Pension will commence on the first day of the month coinciding with or next following the later of: (i) the Participant's date of death or (ii) the earliest date of which the Participant could have begun receiving payments in accordance with Section 5.4. The last payment shall be made upon the death or remarriage of the surviving spouse. A final death benefit is the excess, if any, of the Participant's Aggregate Contributions over the sum of the payments made to the Spouse.

(1) **Basic Formula:** Subject to the further provisions of Subsection (c)(2) of this Section 6.4, the amount of such Spouse's Pension shall be equal to fifty percent (50%) of the Deferred Vested Pension to which the deceased, retired Participant was entitled to receive commencing on his or her Normal Retirement Date and reduced in accordance with Section 5.4 for the period between the date the Pension begins and the Normal Retirement Date. However, if the surviving spouse is more than ten (10) years younger than the retired Participant on the date of his death, the Spouse's Pension payable under this Subsection shall be reduced by one percent (1%) for each such year of age difference in the excess of ten (10) years to compensate for the longer period of expected payments.

(2) **Cost-of-Living Adjustment:** If the Cost-of-Living Option is elected in the Joinder Agreement, the monthly amount of spouse's Pension determined above under Subsection (c)(1) of this Section 6.4 shall be subject to a cost-of-living adjustment in the same manner as provided in Subsection 5.1(b).

6.5 Designation of Beneficiary: Each active or retired Participant may designate a primary Beneficiary or Beneficiaries and, in addition, may name a contingent Beneficiary or Beneficiaries to receive any benefit that may become payable under Article VI hereunder by reason of his death. If a Participant designates more than one Beneficiary, each shall share equally unless the Participant specifies a different allocation or preference. Such designation shall be made upon forms furnished by the Employer and may be revoked or changed at any time and from time to time without notice to any Beneficiary, and shall not be effective unless and until filed with the Committee. Further, the written designation of the Participant's spouse may be voided upon divorce of the Participant if required by applicable state law. If a Participant fails to designate a Beneficiary, or if no designated Beneficiary survives the Participant, the Death Benefit shall be paid to the Participant's spouse, if living, or otherwise, to the estate of the Participant. Neither the Employer, the Board of Trustees, nor the Fund shall be named as a Beneficiary.

For the purpose of this Plan, the production of a certified copy of the death certificate of any Employee or other person shall be sufficient evidence of death, and the Committee shall be fully protected in relying thereon. In the absence of such proof, the Committee may rely upon such other evidence of death as it deems necessary or advisable.

6.6 Severance or Death Benefits for Former Employees: If a Participant's Service with the Employer terminates, but his Service continues by virtue of his employment with a Municipality other than the Employer, he, his spouse or other Beneficiaries shall only be then, or later become, entitled to and limited to such rights, benefits and options of any kind, under this, if any, in the amounts and on the terms and conditions, as provided in Article VIII, Employment Transfers.

6.7 HEART Act Provision: In the case of a death occurring on or after January 1, 2007, if a Participant dies while performing qualified military service (as defined in Code §414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service, but including vesting service credit for such period and any ancillary life insurance or other survivor benefits) that would have been provided under the Plan had the Participant resumed employment on the day preceding the participant's death and then terminated employment on account of death.

6.8 Defined Contribution Option: If the Employer has elected the Defined Contribution Option in Section 12 of the Joinder Agreement, as soon as administratively possible after termination of employment or death of the Participant, the administrator shall pay the Participant or Beneficiary, if applicable, the Contribution Accumulation account balance as requested. The Participant may elect to receive the Contribution Accumulation in any of the benefit payment options permitted under the Plan. The benefit shall be the Actuarial Equivalent of the account balance at the time the benefit commences. This benefit shall be in addition to any Normal, Early, Disability or Deferred Vested Pension that the Participant or Beneficiary may be entitled to.

ARTICLE VII.

Optional Retirement Benefits

7.1 Joint and Survivor Options: By filing an application with the Authorized Agent prior to the start of payments, a married Participant not legally separated from his or her spouse may designate such spouse as his contingent pensioner and elect to receive a Pension payable in accordance with one of the following Actuarially Equivalent options in lieu of the Pension to which he may otherwise become entitled upon Retirement.

Option A - Joint and 100% Survivor Annuity. An adjusted Pension payable monthly during the lifetime of the Participant with the provision that 100% of such monthly benefit shall be payable to the Participant's contingent pensioner in monthly installments commencing on the first day of the month following the month in which the Participant died and continuing thereafter during the remaining lifetime of such contingent pensioner through the last monthly payment on or prior to the contingent pensioner's death.

Option B - Joint and 50% Survivor Annuity. An adjusted Pension payable monthly during the lifetime of the Participant with the provision that fifty percent (50%) of such monthly benefit shall be payable to such Participant's contingent pensioner in monthly installments commencing on the first day of the month following the month in which the Participant dies and continuing thereafter during the remaining lifetime of the contingent pensioner through the last monthly payment on or prior to such contingent pensioner's death.

Option C - Joint and 66 2/3% Survivor Annuity. An adjusted Pension payable for the joint lifetime of the Participant and his contingent pensioner, and upon the death of either, payments in the amount of sixty-six and two-thirds percent (66 2/3%) of such adjusted Pension shall be continued to the survivor pensioner during the survivor pensioner's lifetime through the last monthly payment on or prior to such survivor pensioner's death.

7.2 Other Forms of Payment: If the Employer has elected in the Joinder Agreement to provide additional optional benefit forms, the Committee may, in its sole discretion, at the request of a Participant (or contingent pensioner), direct that any benefit provided by the Plan be paid in one of the following forms, provided that payments to the Participant (or contingent pensioner) have not yet commenced and that payments in such other form shall be the Actuarial Equivalent of the benefit otherwise payable. The optional forms of payment are as follows:

Option D - Convert Defined Contribution Option to Pension. Under this form, the payee will convert the Contribution Accumulation if the Employer has elected the Defined Contribution Option in Section 12 of the Joinder Agreement, using the Actuarial Equivalent and will be added to his Pension. No future Cost of Living adjustments, if applicable, will be made or considered in calculating the payment under this optional form.

Option E - Lump-Sum Payment. Under this form, the payee will receive a single sum payment in cash. No future Cost-of-Living adjustments will be made or considered in calculating the payment under this optional form.

Option F – Partial Lump Sum. Under this form, the payee will receive a single sum payment that is smaller than the amount payable under Option E. The Accrued Pension will be reduced by the Actuarial Equivalent of the single sum payment, and the reduced amount will be payable in accordance with Article IV or, if selected by the payee, under one of the Joint and Survivor Options in accordance with Section 7.1. In the event that part of the Accrued Pension is subject to the Cost-of-Living Option and part of the Accrued Pension is not so subject, any partial lump sum payment will reduce each part of the Accrued Pension pro rata.

Option G - Combination. Under this form, the payee will receive a combination of Options D, E, or F, as selected by the payee.

The Committee shall, if it deems appropriate, require a Participant (or contingent pensioner) to submit evidence of good health as a condition to receipt of any such form of payment, particularly any lump sum payment.

If a Pension payable under this Plan is less than fifty dollars (\$50.00) per month, the Committee may direct that, in lieu of such Pension, the Actuarial Equivalent thereof shall be paid in a lump sum, or in a series of uniform monthly, quarterly, or annual amounts for life or for a designated period of time.

7.3 Restrictions on Optional Forms: If payments have not yet commenced to a Participant, a Participant may elect, change, or revoke an option if his election, change, or revocation is filed in writing with the Authorized Agent. However, an election to receive benefits in one of the forms described in Section 7.2 requires Committee approval. In the event a Participant dies after he has begun to receive benefits under this Plan, his beneficiary or contingent pensioner shall not be entitled to change the form of payment of the benefit. A Participant receiving a Disability Pension is not eligible for any of the options.

An election made pursuant to this Article shall become inoperative in the event that no contingent pensioner is surviving upon the date payments are to commence after the Participant's Retirement.

If a Participant who makes an election pursuant to the requirements of this Section continues in the Employer's employ after his Normal Retirement Date, no Pension payments shall be made during the period of continued employment. If the Participant dies during such continued employment and the contingent pensioner survives him, the election shall become operative so that the contingent pensioner shall receive a Pension in accordance with the option elected commencing on the first day of the month coinciding with or next following the death of the Participant. In the event the contingent pensioner predeceases the Participant during such continued employment, the election shall not become operative.

7.4 Other Benefits Canceled by Option: Any Aggregate Contributions, Contribution Accumulation, Pension, Severance, Death, or other benefit that would otherwise have become payable under this Plan shall be canceled and superseded by an option elected under Section 7.1 or any other form of payment elected under Section 7.2 as of the date such option or other form of payment commences.

7.5 Options by Former Employee: The provisions of this Article VII shall be applicable to any former Employees entitled to a Pension under the provisions of Article VIII-Employment Transfers.

7.6 Rollover to Another Plan or IRA: Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section, a Distributee may elect, at the time and in the manner prescribed by the Committee, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover. The Committee shall establish procedures for implementing such Direct Rollover distribution.

(a) **Definitions:** For purposes of this Section 7.6, the following definitions shall apply:

(i) **"Eligible Rollover Distribution":** An "Eligible Rollover Distribution" is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated Beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; and the portion of any distribution that is not includable in gross income. With respect to distributions made after December 31, 2001, a portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includable in gross income. However, such portion may be paid only to an individual retirement account or annuity described in Section 408(a) or (b) of the Code (a "traditional IRA") or a Roth individual account or annuity described in Section 408A of the Code (a "Roth IRA"), or to a qualified defined contribution, defined benefit or annuity plan described in Section 401(a) or 403(a) of the Code, or to an annuity contract described in Section 403(b) of the Code, if such plan or contract provides for separate accounting for amounts so transferred (including interest thereon), including separately accounting for the portion of such distribution which is includable in gross income and the portion of such distribution which is not so includable.

(ii) **"Eligible Retirement Plan":** An "Eligible Retirement Plan" is a traditional IRA, an annuity plan described in Section 403(a) of the Code, a qualified trust described in Section 401(a) of the Code, an annuity contract described in Section 403(b) of the Code, an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan, or, effective January 1, 2008, a Roth IRA that accepts the Distributee's Eligible Rollover Distribution, or, effective December 8, 2015, a SIMPLE IRA. However, in the case of an Eligible Rollover Distribution to the surviving spouse or a Participant's surviving Beneficiary, an Eligible Retirement Plan is an individual retirement account or individual retirement annuity. The definition of Eligible Retirement Plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relation order, as defined in Section 414(p) of the Code. If any portion of an Eligible Rollover Distribution is attributable to payments or distributions from a designated Roth account,

an Eligible Retirement Plan with respect to such portion shall include only another designated Roth account of the individual from whose account the payments or distributions were made, or a Roth IRA of such individual.

(iii) **“Distributee”**: A “Distributee” includes a Participant or former Participant. In addition, the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in § 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse. For distributions occurring in plan years beginning after December 31, 2009 (or in any earlier plan year beginning after December 31, 2006 as may be specified in the adoption agreement), a distributee also includes the participant's nonspouse designated beneficiary under Section 2.1(f) of the Plan. In the case of a nonspouse beneficiary, the direct rollover may be made only to a traditional IRA or Roth IRA that is established on behalf of the designated beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Section 402(c)(11) of the Code. Also, in this case, the determination of any required minimum distribution under Section 401(a)(9) that is ineligible for rollover shall be made in accordance with Notice 2007-7, Q&A 17 and 18, 2007-5 I.R.B. 395.

(iv) **“Direct Rollover”**: A “Direct Rollover” is a payment by the Plan directly to the Eligible Retirement Plan specified by the Distributee.

7.7 Minimum Distribution Requirements:

(a) General Rules:

(i) **Effective Date.** The provisions of this Section will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year.

(ii) **Precedence.** The requirements of this Section will take precedence over any inconsistent provisions of the Plan.

(iii) **Requirements of Regulations Incorporated.** All distributions required under this Section will be determined in accordance with Section 401(a)(9) of the Internal Revenue Code, including the incidental death benefit requirement of Section 401(a)(9)(G), and the Income Tax Regulations thereunder.

(iv) **TEFRA Section 242(b)(2) Elections.** Notwithstanding the other provisions of this Section, other than Subsection (iii), distributions may be made under a designation made before January 1, 1984, in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the Plan that relate to Section 242(b)(2) of TEFRA.

(b) Time and Manner of Distribution:

(i) **Required Beginning Date.** The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date.

(ii) **Death of Participant Before Distributions Begin.** If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(1) If the Participant's surviving spouse is the Participant's sole designated beneficiary, then, except as provided in the adoption agreement, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.

(2) If the Participant's surviving spouse is not the Participant's sole designated beneficiary, then, distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(3) If there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(4) If the Participant's surviving spouse is the Participant's sole designated beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this Subsection (b)(ii), other than Subsection (b)(ii)(1), will apply as if the surviving spouse were the Participant.

For purposes of this Subsection (ii) and Subsection (e), distributions are considered to begin on the Participant's required beginning date (or, if Subsection (b)(ii)(4) applies, the date distributions are required to begin to the surviving spouse under Subsection (b)(ii)(1)). If annuity payments irrevocably commence to the Participant before the Participant's required beginning date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under Subsection (b)(ii)(1), the date distributions are considered to begin is the date distributions actually commence.

(iii) **Form of Distribution.** Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with Subsections (c), (d) and (e) of this Section. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and the Treasury regulations.

(c) **Determination of Amount to be Distributed Each Year:**

(i) **General Annuity Requirements.** If the Participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:

- (1) the annuity distributions will be paid in periodic payments made at intervals not longer than one year;
- (2) the distribution period will be over a life (or lives) or over a period certain not longer than the period described in Section (d) or (e);
- (3) once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;
- (4) payments will either be nonincreasing or increase only as follows:
 - a by an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;
 - b to the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the beneficiary whose life was being used to determine the distribution period described in Section (d) dies or is no longer the Participant's beneficiary pursuant to a qualified domestic relations order within the meaning of Section 414(p);
 - c to provide cash refunds of employee contributions upon the Participant's death; or
 - d to pay increased benefits that result from a plan amendment.

(ii) **Amount Required to be Distributed by Required Beginning Date.** The amount that must be distributed on or before the Participant's required beginning date (or, if the Participant dies before distributions begin, the date distributions are required to begin under Subsection (b)(ii)(1) or (2)) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's required beginning date.

(iii) **Additional Accruals After First Distribution Calendar Year.** Any additional benefits accruing to the Participant in a calendar year after the first distribution

calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

(d) Requirements For Annuity Distributions That Commence During Participant's Lifetime:

(i) **Joint Life Annuities Where the Beneficiary Is Not the Participant's Spouse.** If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a nonspouse beneficiary, annuity payments to be made on or after the Participant's required beginning date to the designated beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table set forth in Q&A-2 of Section 1.401(a)(9)-6 of the Treasury regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a nonspouse beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated beneficiary after the expiration of the period certain.

(ii) **Period Certain Annuities.** Unless the Participant's spouse is the sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations for the calendar year that contains the annuity starting date. If the annuity starting date precedes the year in which the Participant reaches age 70, the applicable distribution period for the Participant is the distribution period for age 70 under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations plus the excess of 70 over the age of the Participant as of the Participant's birthday in the year that contains the annuity starting date. If the Participant's spouse is the Participant's sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this Section (d)(ii), or the joint life and last survivor expectancy of the Participant and the Participant's spouse as determined under the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the calendar year that contains the annuity starting date.

(e) Requirements For Minimum Distributions After the Participant's Death:

(i) **Death After Distributions Begin.** If the Participant dies after distribution of his or her interest begins in the form of an annuity meeting the requirements of this Article, the remaining portion of the Participant's interest will continue to be distributed over the remaining period over which distributions commenced.

(ii) **Death Before Distributions Begin.**

a. **Participant Survived by Designated Beneficiary.** If the Participant dies before the date distribution of his or her interest begins and there is a designated beneficiary, the Participant's entire interest will be distributed,

beginning no later than the time described in Subsection (b)(ii)(1) or (2), over the life of the designated beneficiary or over a period certain not exceeding:

(1) unless the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or

(2) if the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year that contains the annuity starting date.

b. **No Designated Beneficiary.** If the Participant dies before the date distributions begin and there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

c. **Death of Surviving Spouse Before Distributions to Surviving Spouse Begin.** If the Participant dies before the date distribution of his or her interest begins, the Participant's surviving spouse is the Participant's sole designated beneficiary, and the surviving spouse dies before distributions to the surviving spouse begin, this Section (e) will apply as if the surviving spouse were the Participant, except that the time by which distributions must begin will be determined without regard to Subsection (b)(ii)(1).

(f) Definitions:

(i) **Designated Beneficiary.** The individual who is designated as the beneficiary under Section 6.5 of the Plan and is the designated beneficiary under Section 401(a)(9) of the Internal Revenue Code and Section 1.401(a)(9)-4 of the Treasury regulations.

(ii) **Distribution Calendar Year.** A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to Subsection (b)(ii).

(iii) **Life Expectancy.** Life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury regulations.

(iv) **Required Beginning Date.** The April 1 of the calendar year following the later of the calendar year in which the Participant attains age 70½, or if later, retires.

ARTICLE VIII.

Employment Transfers

8.1 Transfers From This Plan:

(a) **To Another Category With This Employer:** If a Participant is employed by the Employer under this Plan and is transferred to employment with this Employer but under another department, classification or category, so that he is no longer eligible to participate in this Plan, such participation shall thereupon cease; his benefits shall remain in the Fund (unless such Participant is eligible for his Normal Pension in accordance with Section 4.1); but he will not continue to accrue service for the purposes of benefit accruals or additional vesting credit for benefits under this Plan. However, if a Participant participates in any other retirement plan sponsored by the Employer within the Fund, he shall continue to accrue Service for vesting purposes under this Plan.

(b) **To Another Municipality:** If a Participant's employment by the Employer under this Plan is terminated by virtue of his transfer to employment with another Municipality, his participation in this Plan shall thereupon cease and he shall be subject to the following rules and requirements relating to this Plan and his right and benefits hereunder:

(1) If he is eligible for a Pension under this Plan as of the date of such employment transfer, he shall be entitled to his Pension. If he is, upon such transfer of employment, covered by the retirement plan under which such other Municipality participates in the Oklahoma Municipal Retirement Fund, and he has not withdrawn his Aggregate Contributions in this Plan, then he will continue to accrue Service in this Plan for the purpose of the determination of attainment of Normal Retirement Age under this Plan, but shall not be entitled to credit for Service while not a Participant under this Plan for the purpose of computing the amount of any benefit under this Plan; or

(2) If he is not eligible for a Pension under this Plan as of the date of such employment transfer, and he is, upon such transfer of employment, covered by the retirement plan under which such other Municipality participates in the Oklahoma Municipal Retirement Fund, his Aggregate Contributions shall remain in the Fund and will continue to accrue interest, and he will continue to accrue Service for the purpose of meeting eligibility requirements for benefits and for determination of attainment of Normal Retirement Age under this Plan, but shall not be entitled to credit for Service while not a Participant under this Plan for the purpose of computing the amount of any benefit under this Plan and upon so meeting such eligibility requirements for benefits, he or his Beneficiaries shall be entitled to such benefits.

8.2 Transfers to This Plan:

(a) **From Another Category with This Employer:** Effective for Plan Years beginning on or after July 1, 1998, if a person becomes an Employee and a Participant under this Plan upon his transfer from full-time, regular employment with this Employer under another department, classification or category where he is ineligible for membership only because of the type of such employment, his Service accrued by virtue of such prior employment shall not be counted in determining his eligibility for benefits hereunder and not in computing the amount of

such benefits, and he shall also be subject to all the other provisions of this Plan, provided such transfer occurred prior to the adoption of this Plan. Provided, however, for Plan Years ending prior to July 1, 1998, the rules of the prior Plan document shall apply with respect to such transfers.

(b) From Another Municipality: If a person becomes an Employee and a Participant under this Plan upon his transfer from full-time, regular employment with a Municipality other than this Employer, his Service accrued by virtue of such prior employment shall be counted in determining his eligibility and vesting for benefits hereunder, but not in computing the amount of such benefits, and he shall also be subject to all the other provisions of this Plan. An Employee's eligibility for membership under this Plan will be determined by applying the eligibility requirements in the Joinder Agreement as though the date his credited service from the other Municipality began was his date of employment with this Employer. Provided, however, no such Service shall be counted if the Participant was not 100% vested in the other Municipality's qualified retirement plan and the Participant received a distribution of his benefit under such Plan unless the distribution of his benefit was paid after becoming vested with this Employer.

(c) Previously Fully Vested With A Municipality: With respect to a Participant who was previously 100% vested in any Municipality's qualified retirement plan in the Fund, prior to becoming a Participant in this Plan, such Participant's "Service" for purposes of determining years of service for eligibility and vesting under this Plan shall include the Participant's last continuous period during which the Participant was an employee of the Municipality.

8.3 Notice of Transfers: After any transfer of employment referred to in Sections 8.1 or 8.2, the transferred Employee shall give written notice of such transfer to the Authorized Agent on a form furnished by the Authorized Agent. Such Employee shall not be penalized, however, for failure to give such notice. The Authorized Agent shall give immediate notice in writing of such transfers to the Committee.

ARTICLE IX.

Administration

9.1 Administration: The Plan shall be administered by the Committee which is hereby created and established and which shall be composed of the members of the City Council of the Employer. The duties of the Committee shall be performed without compensation other than the compensation, if any, which they receive as officers of the Employer unless additional compensation is specifically provided for by action of the City Council. Any usual and reasonable expenses incurred by the Committee in the administration of this Fund and Plan shall be paid by the Employer.

(a) Committee: The Committee shall have such powers as may be necessary to discharge its duties hereunder and under the document creating the Oklahoma Municipal Retirement Fund, and under the contract for the pooling of the Fund with similar funds of other Municipalities. Such powers shall include but not be limited to the following powers and duties:

(1) to delegate to, specify, direct, and supervise the performance of duties of the Authorized Agent, as the agent of the Employer and Committee in matters relating to the Plan, and the Fund, including but not limited to, the duties set forth below in Subsection 9.1(b) and including any duties of the Employer under the Plan, or as set forth in this Subsection 9.1(a);

(2) acting by direction to the Authorized Agent to file a petition for nomination, or otherwise nominate, and cast the ballot for the election of Trustees of the Oklahoma Municipal Retirement Funds;

(3) to construe and interpret the Plan and resolve any ambiguities with respect to any of the terms and provisions thereof as written and as applied to the operation of the Plan;

(4) decide all questions of eligibility and determine the amount, manner and time of payment of any benefits hereunder;

(5) to prescribe procedures to be followed by Participants in filing applications for benefits;

(6) to make a determination as to the right of any person to a benefit and to afford any person dissatisfied with such determination the right to a hearing thereon;

(7) to receive from the Employer, the Trustees, the Trust Service Provider and the Authorized Agent, such information as shall be necessary for the proper administration of the Plan;

(8) to prepare and distribute, in such manner as it determines to be appropriate, information explaining the Plan;

(9) to furnish the Employer, upon request, such annual reports with respect to the administration of the Plan as are reasonable and appropriate;

(10) to receive and review the valuation report and certification of the Plan, prepared annually by the actuarial firm, and on the basis thereof to certify to the Employer's budgetary authority an appropriate contribution rate in time for the incorporation, when necessary, of the resulting costs in the budget, and make timely appropriations therefor;

(11) to receive and review reports from the auditor appointed by the Trustees, the City Treasurer and City Auditors, of the financial condition of the Fund;

(12) to have full power, to manage and control, the Plan and Fund and to authorize in writing, all payments from the Fund by written direction of the Authorized Agent, or otherwise; and

(13) to sue in any court of competent jurisdiction for the enforcement of any contract, claim or other right, and to defend against or to compromise, settle or otherwise dispose of any claim or suit against the Employer, the Plan, or the City Treasurer, as Treasurer of the Plan.

(14) to appoint such person or persons as necessary to perform the following:

a. to receive and separately account for, payments, appropriations, apportionments, allocations, payroll deductions, and any other assets, which are for, or consist of contributions or assets under the Plan for the Fund, which are made by the Employer, the Participants, or from any other source;

b. to transfer, remit, pay over and deliver, upon the written direction of the Authorized Agent, as soon as practicable after his receipt thereof, all such contributions and assets, to the Oklahoma Municipal Retirement Fund for management and investment;

c. to keep as evidence and permanent records, all such written directions of the Authorized Agent for such transfers and disbursements, maintain accurate accounts and records of such receipts, transfers and disbursements, and keep such other records and furnish such information and advice to the Employer, the City Council, the Committee and the Authorized Agent as may be necessary and proper for the performance of such duties in coordinating the administration and operation of the Plan;

d. maintain such records including vital statistics on health, age, sex, birth, death, Compensation and length of Service of all the Participants of the Employer or their beneficiaries who are included in the Plan or who are, or may become eligible for such inclusion, as are necessary for the proper administration of the Plan, and furnish such information as is requested by the Authorized Agent;

e. notify the Authorized Agent when any Participant is eligible for Retirement under the Plan; and

f. attend meetings of the Committee while matters pertaining to the Plan, the Participants or their beneficiaries are under consideration.

The Committee shall have no power to waive or fail to apply any requirements of eligibility for a Pension under the Plan. The Committee may adopt such rules, regulations and actuarial tables as it deems necessary or desirable to administer the Plan. All such rules, regulations and decisions shall be uniformly and consistently applied to all Employees in similar circumstances.

Any such rule or decision which is not inconsistent with the provisions of the Plan shall be conclusive and binding upon all persons affected by it and there shall be no appeal from any ruling by the Committee which is within its authority.

When making a determination or calculation, the Committee shall be entitled to rely upon information furnished by the Trustees, the Trust Service Provider, the Employer, the Authorized Agent, the legal counsel of the Employer, or the actuary for the Plan.

(b) Authorized Agent: An Authorized Agent shall be designated in writing by the Committee and shall act as the agent of the Employer (but not the agent of the Trustees or the Trust Service Provider of the Fund) in matters pertaining to the Plan and the Fund, to centralize in one person the local administration and coordination thereof, and to file payroll and contribution information, to file claims, forms and applications for Participants, and to advise Participants, the Employer and the Committee. The Authorized Agent, under the control and direction of the Committee, shall have such general duties as the Employer and the Committee may deem necessary and proper for such purposes, which duties shall include but not be limited to, the following:

(1) to coordinate the deduction of Participant contributions and to see that Employer and Participant contributions are properly received and forwarded promptly to the Fund for management and investment;

(2) to forward any communications directed to Participants and Beneficiaries by the Trustees, the Trust Service Provider or the Fund;

(3) to lend assistance to Participants and Beneficiaries in filing applications for benefits, and in communicating with the Employer, the Committee and the Trustees or the Trust Service Provider of the Fund and to forward such communications to the addressees;

(4) to keep the Employer and Committee informed regarding Employer contribution rates and funds required to meet the costs of the Plan;

(5) to assist the Committee in determining whether or not Employees are eligible for participation in the Plan;

(6) to certify at the direction of the Committee that an Employee is on an Authorized Leave of Absence, paid or unpaid; and

(7) to file at the direction of the Committee a petition or nomination and cast a ballot for election of Trustees of the Fund.

(c) **Plan Municipal Counselor:** The Committee of the Employer shall appoint the legal advisor of the Employer and the Committee, and such legal advisor shall represent them in any legal matters, proceedings, or litigation.

9.2 Bonds: No bond to secure the performance of administrative duties in the operation of the Plan and the Fund, shall be required of any persons or organizations unless required by law, or unless required by the Trust indenture establishing Fund, or unless required by the Employer for any persons or organizations engaged in the administration of the Plan. If such a bond is required by law, the Trustees or the Employer, the premiums therefor shall be paid as expenses of the Fund. Any agents, officials of employees of the Employer engaged in the administration for the Plan shall be covered as to the performance of such administrative duties, by any official or other bond covering their regular duties otherwise.

9.3 Benefit Payments: All benefits which are to be paid pursuant to the provisions of the Plan, shall be paid under the direction of the Committee out of the applicable portion of the Fund, upon written directions of the Committee acting through the Authorized Agent.

9.4 Abandonment of Benefits:

(a) If, anytime following the date either of a Participant or Beneficiary of a deceased Participant becomes entitled to receive any non-deferred benefits under the Plan, then, if the whereabouts of such Participant or Beneficiary is unknown, the benefits may be forfeited in certain limited circumstances as provided hereafter. If the Committee has mailed to the Participant or Beneficiary notice of the present right to receive benefits, and the Committee mails such notice again after one year, then, if no claim has been received by the second anniversary of the first mailing of the notice, the Accounts representing unclaimed Benefits (including those holding Participant contributions) shall be forfeited.

(b) Each Participant and Beneficiary shall file with the Committee, from time to time in writing, their post office address and each change of post office address, if any, and the Committee shall not be obliged to search for or ascertain the whereabouts of any Participant or Beneficiary. Any communication addressed to a Participant or Beneficiary at their last post office address filed with the Committee, or if no such address was filed, then at their last post office address as shown on the Employer's records, shall be binding on the Participant and the Beneficiary for all purposes of the Plan and Trust.

(c) In the event that the whereabouts of a lost Participant, or lost Beneficiary of a deceased Participant, ever becomes known to the Committee, and either of such parties makes a claim for benefits, the Committee shall, if the Plan is in existence, reinstate any Benefits which have been previously forfeited to satisfy such claim, including any applicable cost-of-living adjustments. For purposes of this Subsection (c), the limitations under Section 415 of the Code shall not apply.

9.5 Benefits Payable to Incompetents: Any payments due hereunder to a minor or other person under legal disability may be made to a valid power of attorney, a court appointed guardian, or any other person authorized under state law to receive the benefit. The Committee shall not be required to see to the application of any such payment, and the payee's receipt shall

be a full and final discharge of all responsibility hereunder of the Employer, the Committee and the Trustees.

9.6 No Participant Loans Permitted: Loans to Participants are not permitted under this Plan. Any references to Participant Loans in the Trust Indenture establishing the Oklahoma Municipal Retirement Fund shall not be applicable to this Plan.

ARTICLE X.

Limitations

10.1 Limitations on Benefits Relating to Section 415 of Internal Revenue Code of 1986:

(a) Notwithstanding any other provision contained herein to the contrary, the benefits payable to a Participant from the Plan provided by employer contributions (including contributions picked up by the employer under Code Section 414(h)) shall be subject to the limitations of Code Section 415 in accordance with the provisions of this Article. The limitations of this Article shall apply in limitation years beginning on or after July 1, 2007, except as otherwise provided below.

(b) Except as provided below, effective for limitation years ending after December 31, 2007, any accrued retirement benefit otherwise payable to a Participant under the Plan at any time shall not exceed the Maximum Permissible Benefit. If the benefit the Participant would otherwise accrue in a Limitation Year would produce an Annual Benefit in excess of the Maximum Permissible Benefit, the benefit shall be limited (or the rate of accrual reduced) to a benefit that does not exceed the Maximum Permissible Benefit.

(c) If the Participant is, or has ever been, a Participant in another qualified defined benefit plan (without regard to whether the Plan has been terminated) maintained by the Employer or a predecessor employer, the sum of the Participant's Annual Benefits from all such plans may not exceed the Maximum Permissible Benefit. Where the Participant's Employer-provided benefits under all such defined benefit plans (determined as of the same age) would exceed the Maximum Permissible Benefit applicable at that age, the Employer will apply the benefit accrual limit first to the plan that is not a broad-based participation plan.

(d) The application of the provisions of this Article shall not cause the Maximum Permissible Benefit for any Participant to be less than the Participant's accrued benefit under all the defined benefit plans of the Employer or a predecessor employer as of the end of the last Limitation Year beginning before July 1, 2007 under provisions of the plans that were both adopted and in effect before April 5, 2007. The preceding sentence applies only if the provisions of such defined benefit plans that were both adopted and in effect before April 5, 2007 satisfied the applicable requirements of statutory provisions, regulations, and other published guidance relating to Code Section 415 in effect as of the end of the last Limitation Year beginning before July 1, 2007, as described in Treas. Reg. Section 1.415(a)-1(g)(4).

(e) The limitations of this Article shall be determined and applied taking into account the rules in Section 10.7.

10.2 Definitions: For purposes of calculating the limitations which are otherwise applicable to a Participant pursuant to Section 415 of the Code and this Plan, the following definitions shall apply.

(a) **Annual Benefit:** A benefit that is payable annually in the form of a straight life annuity. Except as provided below, where a benefit is payable in a form other than a straight life annuity, the benefit shall be adjusted to an actuarially equivalent straight life annuity that begins

at the same time as such other form of benefit and is payable on the first day of each month before applying the limitations of this Article. For a Participant who has or will have distributions commencing at more than one annuity starting date, the Annual Benefit shall be determined as of each such annuity starting date (and shall satisfy the limitations of this Article as of each such date), actuarially adjusting for past and future distributions of benefits commencing at the other annuity starting dates. For this purpose, the determination of whether a new starting date has occurred shall be made without regard to Treas. Reg. Section 1.401(a)-20, Q&A 10(d), and with regard to Treas. Reg. Section 1.415(b)-1(b)(1)(iii)(B) and (C).

No actuarial adjustment to the benefit shall be made for (a) survivor benefits payable to a surviving spouse under a qualified joint and survivor annuity to the extent such benefits would not be payable if the Participant's benefit were paid in another form; (b) benefits that are not directly related to retirement benefits (such as a qualified disability benefit, preretirement incidental death benefits, and postretirement medical benefits); or (c) the inclusion in the form of benefit of an automatic benefit increase feature, provided the form of benefit is not subject to Code Section 417(e)(3) and would otherwise satisfy the limitations of this Article, and the Plan provides that the amount payable under the form of benefit in any Limitation Year shall not exceed the limits of this Article applicable at the annuity starting date, as increased in subsequent years pursuant to Code Section 415(d). For this purpose, an automatic benefit increase feature is included in a form of benefit if the form of benefit provides for automatic, periodic increases to the benefits paid in that form.

The determination of the Annual Benefit shall take into account Social Security supplements described in Code Section 411(a)(9) and benefits transferred from another defined benefit plan, other than transfers of distributable benefits pursuant to Treas. Reg. Section 1.411(d)-4, Q&A-3(c), but shall disregard benefits attributable to employee contributions or rollover contributions. Effective for distributions in Plan Years beginning after December 31, 2003, the determination of actuarial equivalence of forms of benefit other than a straight life annuity shall be made in accordance with Section 10.2(a)(1) or Section 10.2(a)(2).

(1) Benefit Forms Not Subject to §417(e)(3): The straight life annuity that is actuarially equivalent to the Participant's form of benefit shall be determined under this Section 10.2(a)(1) if the form of the Participant's benefit is either (1) a nondecreasing annuity (other than a straight life annuity) payable for a period of not less than the life of the Participant (or, in the case of a qualified pre-retirement survivor annuity, the life of the surviving spouse), or (2) an annuity that decreases during the life of the Participant merely because of (a) the death of the survivor annuitant (but only if the reduction is not below 50% of the benefit payable before the death of the survivor annuitant), or (b) the cessation or reduction of Social Security supplements or qualified disability payments (as defined in Code Section 401(a)(11)).

(i) Limitation Years beginning before July 1, 2007. For Limitation Years beginning before July 1, 2007, the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit computed using whichever of the following produces the greater annual amount: (I) the interest rate specified in Section 2.1(b) of the Plan and the mortality table (or other tabular factor) specified in Section 2.1(b) of

the Plan for adjusting benefits in the same form; and (II) a 5 percent interest rate assumption and the applicable mortality table defined in Section 2.1(b) of the Plan for that annuity starting date.

(ii) Limitation Years beginning on or after July 1, 2007. For Limitation Years beginning on or after July 1, 2007, the actuarially equivalent straight life annuity is equal to the greater of (1) the annual amount of the straight life annuity (if any) payable to the Participant under the Plan commencing at the same annuity starting date as the Participant's form of benefit; and (2) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using a 5 percent interest rate assumption and the applicable mortality table defined in Section 2.1(b) of the Plan for that annuity starting date.

(2) Benefit Forms Subject to Code Section 417(e)(3): The straight life annuity that is actuarially equivalent to the Participant's form of benefit shall be determined under this paragraph if the form of the Participant's benefit is other than a benefit form described in Section 10.2(a)(1). In this case, the actuarially equivalent straight life annuity shall be determined as follows:

(i) **Annuity Starting Date in Plan Years Beginning After 2005.** Except as provided in Section 10.2(a)(2)(iii), if the annuity starting date of the Participant's form of benefit is in a Plan Year beginning after December 31, 2005, the actuarially equivalent straight life annuity is equal to the greatest of:

(a) The annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using the interest rate and the mortality table (or other tabular factor) specified in the Plan for adjusting benefits in the same form;

(b) The annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using a 5.5 percent interest rate assumption and the applicable mortality table for the distribution under Regulations Section 1.417(e)-1(d)(2) (determined in accordance with Section 10.2(a)(2)(v) for Plan Years after the effective date specified below); and

(c) The annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using the applicable interest rate for the distribution under Regulations Section 1.417(e)-1(d)(3) (determined in accordance with Section 10.2(a)(2)(v) for Plan Years on or after January 1, 2008 and the applicable mortality table for the distribution under Regulations Section 1.417(e)-1(d)(2) (determined in accordance with Section 10.2(a)(2)(v) for Plan Years after the effective date specified below), divided by 1.05.

The effective date of the applicable mortality table above is for years beginning after December 31, 2008.

(ii) **Annuity Starting Date in Plan Years Beginning in 2004 or 2005.** If the annuity starting date of the Participant's form of benefit is in a Plan Year beginning in 2004 or 2005, the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using whichever of the following produces the greater annual amount: (I) the interest rate specified in Section 2.1(b) of the Plan and the mortality table (or other tabular factor) specified in Section 2.1(b) of the Plan for adjusting benefits in the same form; and (II) a 5.5 percent interest rate assumption and the applicable mortality table for the distribution under Treas. Reg. Section 1.417(e)-1(d)(2).

However, this Section does not supersede any prior election to apply the transition rule of section 101(d)(3) of PFEA as described in Notice 2004-78.

(iii) **Annuity Starting Date in small plans for Plan Years Beginning in 2009 and later.** If the annuity starting date of the Participant's form of benefit is in a Plan Year beginning in or after 2009, and if the Plan is maintained by an eligible employer as defined Code Section 408(p)(2)(C)(i), the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using whichever of the following produces the greater annual amount:

(a) The interest rate and the mortality table (or other tabular factor) specified in the Plan for adjusting benefits in the same form; and

(b) A 5.5 percent interest rate assumption and the applicable mortality table described in Section 10.2(a)(2)(iv).

(iv) **Definition of "Applicable Mortality Table."** Effective for annuity starting dates in a Plan Year beginning on or after January 1, 2008, for purposes of this Article, the "applicable mortality table" means the applicable mortality table within the meaning of Code Section 417(e)(3)(B) as described in Revenue Ruling 2007-67.

(v) **Applicable interest rate.** For purposes of the Plan's provisions relating to the calculation of the present value of a benefit payment that is subject to Code Section 417(e), as well as any other Plan provision referring directly or indirectly to the "applicable interest rate" or "applicable mortality table" used for purposes of Code Section 417(e), any provision prescribing the use of the annual rate of interest on 30-year U.S. Treasury securities shall be implemented by instead using the rate of interest determined by applicable interest rate described by Code Section 417(e) after its amendment by PPA. Specifically, the applicable interest rate shall be the adjusted first, second, and third segment rates applied under the rules similar to the rules of Code Section 430(h)(2)(C) for the calendar month (lookback month) before the first day of the Plan Year in which the annuity starting date occurs (stability period). For this purpose, the first, second, and third segment rates are the first, second, and third segment rates which would be determined under Code Section 430(h)(2)(C) if:

(a) Code Section 430(h)(2)(D) were applied by substituting the average yields for the month described in the preceding paragraph for the average yields for the 24-month period described in such section, and

(b) Code Section 430(h)(2)(G)(i)(II) were applied by substituting “Section 417(e)(3)(A)(ii)(II) for “Section 412(b)(5)(B)(ii)(II),” and

(c) The applicable percentage under Code Section 430(h)(2)(G) is treated as being 20% in 2008, 40% in 2009, 60% in 2010, and 80% in 2011.

(b) **Compensation:** Compensation is defined as wages, differential wage payments under Code Section 3401(h) made after December 31, 2008, salaries, and fees for professional services and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with the employer maintaining the Plan to the extent that the amounts are includible in gross income (including, but not limited to, commissions paid salespersons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits, and reimbursements, or other expense allowances under a nonaccountable plan (as described in Treas. Reg. Section § 1.62-2(c), and excluding the following:

(i) Employer contributions (other than elective contributions described in Code Sections 402(e)(3), 408(k)(6), 408(p)(2)(A)(i), or 457(b)) to a plan of deferred compensation (including a simplified employee pension described in Code Section 408(k) or a simple retirement account described in Code Section 408(p), and whether or not qualified) to the extent such contributions are not includible in the employee’s gross income for the taxable year in which contributed, and any distributions (whether or not includible in gross income when distributed) from a plan of deferred compensation (whether or not qualified);

(ii) Amounts realized from the exercise of a nonstatutory stock option (that is, an option other than a statutory stock option as defined in Treas. Reg. Section 1.421-1(b)), or when restricted stock (or property) held by the employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture:

(iii) Amounts realized from the sale, exchange or other disposition of stock acquired under a statutory stock option;

(iv) Other amounts that receive special tax benefits, such as premiums for group-term life insurance (but only to the extent that the premiums are not includible in the gross income of the employee and are not salary reduction amounts that are described in Code Section 125);

(v) Other items of remuneration that are similar to any of the items listed in (i) through (iv).

For Limitation Years beginning more than 90 days after the close of the first regular legislative session of the legislative body with authority to amend the Plan that begins on or after July 1, 2007, compensation for a Limitation Year shall also include compensation paid by the later of

2½ months after an employee's severance from employment with the employer maintaining the Plan or the end of the Limitation Year that includes the date of the employee's severance from employment with the employer maintaining the Plan, if the payment is regular compensation for services during the employee's regular working hours, or compensation for services outside the employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, and, absent a severance from employment, the payments would have been paid to the employee while the employee continued in employment with the employer.

Any payments not described above shall not be considered compensation if paid after severance from employment, even if they are paid by the later of 2½ months after the date of severance from employment or the end of the Limitation Year that includes the date of severance from employment, except, payments to an individual who does not currently perform services for the employer by reason of qualified military service (within the meaning of Code Section 414(u)(1)) to the extent these payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the employer rather than entering qualified military service.

Back pay, within the meaning of Treas. Reg. Section 1.415(c)-2(g)(8), shall be treated as compensation for the Limitation Year to which the back pay relates to the extent the back pay represents wages and compensation that would otherwise be included under this definition.

For Limitation Years beginning after December 31, 1997, or Compensation paid or made available during such Limitation Year shall include amounts that would otherwise be included in compensation but for an election under Code Sections 125(a), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b).

For Limitation Years beginning after December 31, 2000, Compensation shall also include any elective amounts that are not includible in the gross income of the employee by reason of Code Section 132(f)(4).

For Limitation Years beginning after December 31, 2001, Compensation shall also include deemed Code Section 125 Compensation. Deemed Code Section 125 compensation is an amount that is excludable under Code Section 106 that is not available to a Participant in cash in lieu of group health coverage under a Code Section 125 arrangement solely because the Participant is unable to certify that he or she has other health coverage. Amounts are deemed Code Section 125 compensation only if the employer does not request or otherwise collect information regarding the Participant's other health coverage as part of the enrollment process for the health plan.

(c) **Defined Benefit Dollar Limitation:** Effective for Limitation Years ending after December 31, 2001, the Defined Benefit Dollar Limitation is \$160,000, automatically adjusted under Code Section 415(d) for increases in the cost-of-living, effective January 1 of each year, as published in the Internal Revenue Bulletin, and payable in the form of a straight life annuity. The new limitation shall apply to Limitation Years ending with or within the calendar year of the date of the adjustment, but a Participant's benefits shall not reflect the adjusted limit prior to January 1 of that calendar year.

(d) **Employer:** For purposes of this Article, employer shall mean the employer that adopts this plan, and all members of a controlled group of corporations, as defined in Code Section 414(b), as modified by Code Section 415(h)), all commonly controlled trades or businesses (as defined in Code Section 414(c), as modified, except in the case of a brother-sister group of trades or businesses under common control, by Code Section 415(h)), or affiliated service groups (as defined in Code Section 414(m)) of which the adopting employer is a part, and any other entity required to be aggregated with the employer pursuant to Code Section 414(o).

(e) **Formerly Affiliated Plan of the Employer:** A plan that, immediately prior to the cessation of affiliation, was actually maintained by the employer and, immediately after the cessation of affiliation, is not actually maintained by the employer. For this purpose, cessation of affiliation means the event that causes an entity to no longer be considered the employer, such as the sale of a member controlled group of corporations, as defined in Code Section 414(b), as modified by Code Section 415(h), to an unrelated corporation, or that causes a plan to not actually be maintained by the employer, such as transfer of plan sponsorship outside a controlled group.

(f) **Limitation Year: The Plan Year:** All qualified plans maintained by the employer must use the same Limitation Year. If the Limitation Year is amended to a different 12-consecutive month period, the new Limitation Year must begin on a date within the Limitation Year in which the amendment is made.

(g) **Maximum Permissible Benefit:** The Defined Benefit Dollar Limitation (adjusted where required, as provided below).

(1) **Adjustment for Less Than 10 Years of Participation:** If the Participant has less than 10 years of participation with the Employer, the Defined Benefit Dollar Limitation shall be multiplied by a fraction -- (i) the numerator of which is the number of Years (or part thereof, but not less than one year) of Participation in the Plan, and (ii) the denominator of which is 10.

(2) **Adjustment of Defined-Benefit-Dollar Limitation for Benefit Commencement Before Age 62 or after Age 65:** Effective for benefits commencing in Limitation Years ending after December 31, 2001, the Defined Benefit Dollar Limitation shall be adjusted if the annuity starting date of the Participant's benefit is before age 62 or after age 65. If the annuity starting date is before age 62, the Defined Benefit Dollar Limitation shall be adjusted under Subsection (g)(2)(i), as modified by (g)(2)(iii). If the annuity starting date is after age 65, the Defined Benefit Dollar Limitation shall be adjusted under Subsection (g)(2)(ii), as modified by, Subsection (g)(2)(iii),

(i) **Adjustment of Defined Benefit Dollar Limitation for Benefit Commencement Before Age 62.**

I. **Limitation Years Beginning Before July 1, 2007.** If the annuity starting date for the Participant's benefit is prior to age 62 and occurs in a Limitation Year beginning before July 1, 2007, the Defined Benefit Dollar Limitation for the Participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life

annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under Subsection (g)(1) above for years of participation less than 10, if required) with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (1) the interest rate specified in Section 2.1(b) of the Plan and the mortality table (or other tabular factor) specified in Section 2.1(b) of the Plan; or (2) a 5-percent interest rate assumption and the applicable mortality table as defined in Section 2.1(b) of the Plan.

II. Limitation Years Beginning on or After July 1, 2007.

A. Plan Does Not Have Immediately Commencing Straight Life Annuity Payable at Both Age 62 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is prior to age 62 and occurs in a Limitation Year beginning on or after July 1, 2007, and the Plan does not have an immediately commencing straight life annuity payable at both age 62 and the age of benefit commencement, the Defined Benefit Dollar Limitation for the Participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under Section 10.2(g)(1) for years of participation less than 10, if required) with actuarial equivalence computed using a 5 percent interest rate assumption and the applicable mortality table for the annuity starting date as defined in Section 2.1(b) of the Plan (and expressing the Participant's age based on completed calendar months as of the annuity starting date).

B. Plan Has Immediately Commencing Straight Life Annuity Payable at Both Age 62 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is prior to age 62 and occurs in a Limitation Year beginning on or after July 1, 2007, and the Plan has an immediately commencing straight life annuity payable at both age 62 and the age of benefit commencement, the Defined Benefit Dollar Limitation for the Participant's annuity starting date is the lesser of the limitation determined under Section 10.2(g)(2)(i)(II)(A), and the Defined Benefit Dollar Limitation (adjusted under Section 10.2(g)(1) for years of participation less than 10, if required) multiplied by the ratio of the annual amount of the immediately commencing straight life annuity under the Plan at the Participant's annuity starting date to the annual amount of the immediately commencing straight life annuity under the Plan at age 62, both determined without applying the limitations of this Article.

(ii) Adjustment of Defined Benefit Dollar Limitation for Benefit Commencement After Age 65:

I. Limitation Years Beginning Before July 1, 2007. If the annuity starting date for the Participant's benefit is after age 65 and occurs in a Limitation Year beginning before July 1, 2007, the Defined Benefit Dollar Limitation for the Participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under subsection (g)(1) above for years of participation less than 10, if required) with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (1) the interest rate specified in Section 2.1(b) of the Plan and the mortality table (or other tabular factor) specified in Section 2.1(b) of

the Plan; or (2) a 5-percent interest rate assumption and the applicable mortality table as defined in Section 2.1(b) of the Plan.

II. Limitation Years Beginning On or After July 1, 2007.

A. Plan Does Not Have Immediately Commencing Straight Life Annuity Payable at Both Age 65 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is after age 65 and occurs in a Limitation Year beginning on or after July 1, 2007, and the Plan does not have an immediately commencing straight life annuity payable at both age 65 and the age of benefit commencement, the Defined Benefit Dollar Limitation at the Participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under Subsection (g)(1) for years of participation less than 10, if required) with actuarial equivalence computed using a 5 percent interest rate assumption and the applicable mortality table for that annuity starting date as defined in Section 2.1(b) of the Plan (and expressing the Participant's age based on completed calendar months as of the annuity starting date).

B. Plan Has Immediately Commencing Straight Life Annuity Payable at Both Age 65 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is after age 65 and occurs in a Limitation Year beginning on or after July 1, 2007, and the Plan has an immediately commencing straight life annuity payable at both age 65 and the age of benefit commencement, the Defined Benefit Dollar Limitation at the Participant's annuity starting date is the lesser of the limitation determined under Subsection (g)(2)(ii)II.A., and the Defined Benefit Dollar Limitation (adjusted under Subsection (g)(1) for years of participation less than 10, if required) multiplied by the ratio of the annual amount of the adjusted immediately commencing straight life annuity under the Plan at age 65, both determined without applying the limitations of this Article. For this purpose, the adjusted immediately commencing straight life annuity under the Plan at the Participant's annuity starting date is the annual amount of such annuity payable to the Participant, computed disregarding the Participant's accruals after sixty-five (65) years of age but including actuarial adjustments even if those actuarial adjustments are used to offset accruals; and the adjusted immediately commencing straight life annuity under the Plan at sixty-five (65) years of age is the annual amount of such annuity that would be payable under the Plan to a hypothetical member who is sixty-five (65) years of age and has the same accrued benefit as the Participant.

(iii) Notwithstanding the other requirements of this Subsection (g)(2), in adjusting the Defined Benefit Dollar Limitation for the Participant's annuity starting date under Subsections (g)(2)(i)I. and (g)(2)(i)II.A., (g)(2)(ii)I., (g)(2)(ii)II.A., no adjustment shall be made to the Defined Benefit Dollar Limitation to reflect the probability of a Participant's death between the annuity starting date and age 62, or between age 65 and the annuity starting date, as applicable, if benefits are not forfeited upon the death of the Participant prior to the annuity starting date. To the extent benefits are forfeited upon death before the annuity starting date, such an adjustment shall be made. For this purpose, no forfeiture shall be treated as occurring upon the Participant's death if the Plan does not charge Participants for providing a qualified preretirement survivor annuity, as defined in Code Section 417(c), upon the Participant's death.

(iv) Notwithstanding any other provision to the contrary, for limitation years beginning on or after January 1, 1997, if payment begins before the Participant reaches sixty-two (62) years of age, the reductions in the limitations in this subsection shall not apply to a Participant who is a “qualified participant” as defined in Section 415(b)(2)(H) of the Code.

(3) Minimum benefit permitted: Notwithstanding anything else in this section to the contrary, the benefit otherwise accrued or payable to a Participant under this plan shall be deemed not to exceed the Maximum Permissible Benefit if:

(i) the retirement benefits payable for a Limitation Year under any form of benefit with respect to such Participant under this plan and under all other defined benefit plans (without regard to whether a plan has been terminated) ever maintained by the employer do not exceed \$10,000 multiplied by a fraction — (I) the numerator of which is the Participant’s number of Years (or part thereof, but not less than one year) of Service (not to exceed 10) with the employer, and (II) the denominator of which is 10; and

(ii) the employer (or a predecessor employer) has not at any time maintained a defined contribution plan in which the Participant participated (for this purpose, mandatory employee contributions under a defined benefit plan, individual medical accounts under Code Section 401(h), and accounts for postretirement medical benefits established under Code Section 419A(d)(1) are not considered a separate defined contribution plan).

(4) For limitation years beginning on or after January 1, 1995, subsection (g)(1) of this Section, subsection (g)(1)(i) of this Section, and the proration provided under subsection (g)(3)(i) of this Section, shall not apply to a benefit paid under the Plan as a result of the Participant becoming disabled by reason of personal injuries or sickness or amounts received by the beneficiaries, survivors or estate of the Participant as a result of the death of the Participant.

(5) Effective for years beginning after December 31, 1997, if a member repays to the Plan any amounts received because of the Participant’s prior termination pursuant to Section 10.11 of this Plan, such repayment shall not be taken into account for purposes of Section 415 of the Code pursuant to Code Section 415(k)(3).

(6) For distributions made in limitation years beginning on or after January 1, 2000, the combined limit of repealed Code Section 415(e) shall not apply.

10.3 Predecessor Employer: If the employer maintains a plan that provides a benefit which the Participant accrued while performing services for a former employer, the former employer is a predecessor employer with respect to the Participant in the Plan. A former entity that antedates the employer is also a predecessor employer with respect to a Participant if, under the facts and circumstances, the employer constitutes a continuation of all or a portion of the trade or business of the former entity.

10.4 Severance from Employment: An employee has a severance from employment when the employee ceases to be an employee of the employer maintaining the Plan. An employee does not have a severance from employment if, in connection with a change of employment, the employee’s new employer maintains the Plan with respect to the employee.

10.5 Year of Participation: The Participant shall be credited with a Year of Participation (computed to fractional parts of a year) for each accrual computation period for which the following conditions are met: (1) the Participant is credited with the period of service for benefit accrual purposes, required under the terms of the Plan in order to accrue a benefit for the accrual computation period, and (2) the Participant is included as a Participant under the eligibility provisions of the Plan for at least one day of the accrual computation period. If these two conditions are met, the portion of a year of participation credited to the Participant shall equal the amount of benefit accrual service credited to the Participant for such accrual computation period. A Participant who is permanently and totally disabled within the meaning of Code Section 415(c)(3)(C)(i) for an accrual computation period shall receive a Year of Participation with respect to that period. In addition, for a Participant to receive a Year of Participation (or part thereof) for an accrual computation period, the Plan must be established no later than the last day of such accrual computation period. In no event shall more than one Year of Participation be credited for any 12-month period.

10.6 Other Rules:

(a) **Benefits Under Terminated Plans:** If a defined benefit plan maintained by the employer has terminated with sufficient assets for the payment of benefit liabilities of all plan Participants and a Participant in the Plan has not yet commenced benefits under the Plan, the benefits provided pursuant to the annuities purchased to provide the Participant's benefits under the terminated plan at each possible annuity starting date shall be taken into account in applying the limitations of this Article. If there are not sufficient assets for the payment of all Participants' benefit liabilities, the benefits taken into account shall be the benefits that are actually provided to the Participant under the terminated plan.

(b) **Benefits Transferred From the Plan:** If a Participant's benefits under a defined benefit plan maintained by the employer are transferred to another defined benefit plan maintained by the employer and the transfer is not a transfer of distributable benefits pursuant to Treas. Reg. Section 1.411(d)-4, Q&A-3(c), the transferred benefits are not treated as being provided under the transferor plan (but are taken into account as benefits provided under the transferee plan). If a Participant's benefits under a defined benefit plan maintained by the employer are transferred to another defined benefit plan that is not maintained by the employer and the transfer is not a transfer of distributable benefits pursuant to Treas. Reg. Section 1.411(d)-4, Q&A-3(c), the transferred benefits are treated by the employer's plan as if such benefits were provided under annuities purchased to provide benefits under a plan maintained by the employer that terminated immediately prior to the transfer with sufficient assets to pay all Participants' benefit liabilities under the Plan. If a Participant's benefits under a defined benefit plan maintained by the employer are transferred to another defined benefit plan in a transfer of distributable benefits pursuant to Treas. Reg. Section 1.411(d)-4, Q&A-3(c), the amount transferred is treated as a benefit paid from the transferor plan.

(c) **Formerly Affiliated Plans of the Employer:** A formerly affiliated plan of an employer shall be treated as a plan maintained by the employer, but the formerly affiliated plan shall be treated as if it had terminated immediately prior to the cessation of affiliation with sufficient assets to pay Participants' benefit liabilities under the Plan and had purchased annuities to provide benefits.

(d) **Plans of a Predecessor Employer:** If the employer maintains a defined benefit plan that provides benefits accrued by a Participant while performing services for a predecessor employer, the Participant's benefits under a plan maintained by the predecessor employer shall be treated as provided under a plan maintained by the employer. However, for this purpose, the Plan of the predecessor employer shall be treated as if it had terminated immediately prior to the event giving rise to the predecessor employer relationship with sufficient assets to pay Participants' benefit liabilities under the Plan, and had purchased annuities to provide benefits; the employer and the predecessor employer shall be treated as if they were a single employer immediately prior to such event and as unrelated employers immediately after the event; and if the event giving rise to the predecessor relationship is a benefit transfer, the transferred benefits shall be excluded in determining the benefits provide under the Plan of the predecessor employer.

(e) **Special Rules:** The limitations of this Article shall be determined and applied taking into account the rules in Treas. Reg. Section 1.415(f)-1(d), (e) and (h).

(f) **Aggregation with Multiemployer Plans:** If the employer maintains a multiemployer plan, as defined in Code Section 414(f), and the multiemployer plan so provides, only the benefits under the multiemployer plan that are provided by the employer shall be treated as benefits provided under a plan maintained by the employer for purposes of this Article.

10.7 Participant Limitation Applicable to Defined Contribution Option:

(a) **General:** If the Defined Contribution Option is elected in Section 12 of the Joinder Agreement, the maximum permissible amount which may be contributed or allocated to or made with respect to any Participant shall be the lesser of:

(1) \$40,000, as adjusted for cost-of-living under Code Section 415(d) (the "Defined Contribution Dollar Limitation"), or

(2) 100% of the Participant's Actual Compensation for the Limitation Year.

Notwithstanding any provision of the Plan to the contrary, if the annual additions are exceeded for any participant, then the Plan may only correct such excess in accordance with the Employee Plans Compliance Resolution System (EPCRS) as set forth in Revenue Procedure 2006-27 or any superseding guidance, including, but not limited to, the preamble of the final §415 regulations.

(b) **Definition of Annual Additions:** Annual additions: The sum of the following amounts credited to a participant's account for the limitation year: (a) employer contributions; (b) employee contributions; (c) forfeitures (d) amounts allocated to an individual medical account, as defined in § 415(l)(2) of the Code, which is part of a pension or annuity plan maintained by the employer are treated as annual additions to a defined contribution plan. Also amounts derived from contributions paid or accrued which are attributable to post-retirement medical benefits, allocated to the separate account of a key employee, as defined in § 419A(d)(3) of the Code, under a welfare benefit fund, as defined in § 419(e) of the Code, maintained by the employer are

treated as annual additions to a defined contribution plan; and (e) allocations under a simplified employee pension.

(c) **Participation in another plan:** This subsection applies if, in addition to this plan, the participant is covered under another qualified defined contribution plan maintained by the employer, a welfare benefit fund maintained by the employer, an individual medical account maintained by the employer, or a simplified employee pension maintained by the employer, that provides an annual addition as defined in subsection (b), during any limitation year. The annual additions which may be credited to a participant's account under this plan for any such limitation year will not exceed the maximum permissible amount reduced by the annual additions credited to a participant's account under the other qualified defined contribution plans, welfare benefit funds, individual medical accounts, and simplified employee pensions for the same limitation year. If the annual additions with respect to the participant under other qualified defined contribution plans, welfare benefit funds, individual medical accounts, and simplified employee pensions maintained by the employer are less than the maximum permissible amount and the employer contribution that would otherwise be contributed or allocated to the participant's account under this plan would cause the annual additions for the limitation year to exceed this limitation, the amount contributed or allocated will be reduced so that the annual additions under all such plans and funds for the limitation year will equal the maximum permissible amount. If the annual additions with respect to the participant under such other qualified defined contribution plans, welfare benefit funds, individual medical accounts, and simplified employee pensions in the aggregate are equal to or greater than the maximum permissible amount, no amount will be contributed or allocated to the participant's account under this plan for the limitation year.

10.8 Re-employment of Former Employees: If a Participant's employment is terminated before he is eligible for a Pension and the Participant is subsequently re-employed by the Employer, the Participant shall only receive credited Service for his previous period of employment if he did not receive a distribution of Aggregate Contributions, with eligibility and vesting rules as provided under Article VIII-Employment Transfers. The Participant will receive the credited Service once he has satisfied the vesting requirements specified in the Joinder Agreement to become 100% vested. If the Employer has established a new hire retirement plan, and the retired Employee has incurred a Break in Service, the retired Employee shall be enrolled in the new hire retirement plan.

If a Participant's employment is terminated before he is eligible for a Pension, the Plan provided for the Non-Contribution Option on or before such termination, and the Participant is subsequently re-employed by the Employer, then the Participant will be entitled to credit for such prior Service for benefit accrual purposes, but not for vesting purposes.

10.9 Re-employment of Retired Participants:

(a) **Deferred Vested Retired Participant:** If a former Participant retired under this Plan is re-employed by the Employer, and again becomes an Employee under the Plan, no Pension payments shall be made during the period of such re-employment. Upon the subsequent termination of such Employee's employment, the Employee shall be entitled to receive a Pension the amount of which is computed on the basis of the Plan's benefit

formula and the Employee's Average Monthly Compensation and Service with the Employer.

- (b) **Retired Participants in Pay Status:** In the case of re-employment of a retired Participant who received any Pension payments prior to his re-employment, the Pension payable upon his subsequent Retirement shall be equal to the sum of (i) and (ii), as follows:
- (i) the same amount he had been receiving for his prior Retirement, adjusted for any applicable cost-of-living adjustments, payable under the same form of annuity elected for his prior Retirement. If the amount was originally paid early, its new early reduction shall be recalculated to exclude the months of re-employment with no payments. Only re-employment months prior to the Participant's Normal Retirement Date would be excluded.
 - (ii) an amount determined solely for his Compensation and Service with the Employer after re-employment, payable in the form elected under Article V, VI or VII. The Participant does not have to select the same form of payment as for Subsection (i).

10.10 Buyback of Service: If the Employer elects in the Joinder Agreement, then notwithstanding anything to the contrary herein, a Participant who terminates employment with the Employer and receives distribution of his Aggregate Contributions may be recredited with his service if he repays his Aggregate Contributions with the interest that would have accrued on such amount under the terms of the Plan.

ARTICLE XI.

Guarantees and Liabilities

11.1 Non-Guarantee of Employment: Nothing contained in this Plan shall be construed as a contract of employment between the Employer and any Employee, or as a right of any Employee to be contained in the employment of the Employer, or as a limitation of the right of the Employer to discharge any of its Employees, with or without cause.

11.2 Rights to Fund Assets: No Participant shall have any right to, or interest in, any assets of the Fund upon termination of his employment or otherwise, except as provided from time to time under this Plan, and then only to the extent of the benefits payable to such Participant out of the assets of the Fund. All payments of benefits as provided for in this Plan shall be made solely out of the assets of the Fund and neither the Employer, the Trust Service Provider, the Authorized Agent, nor any individual Trustee shall be liable in any manner.

11.3 Non-Alienation of Benefits: The Fund shall be exempt from legal process and no order may be made to hold, seize, garnishee, or attach payments to any person. Except as duly required under applicable law (including any domestic relations order) benefits payable under this Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution, or levy of any kind, either voluntary or involuntary, including any liability for alimony or other payments for property settlement or support of a spouse or former spouse, or for any other relative of the Participant, but excluding devolution by death or mental incompetency, prior to being received by the person entitled to the benefit under the terms of the Plan. Except as may be duly required under applicable law, the Fund shall not in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements, or torts of any person entitled to benefits hereunder and none of the unpaid Plan benefits or Trust assets shall be considered an asset of the Participant in the event of his divorce, insolvency, or bankruptcy.

11.4 Disclaimer of Liability: Neither the Employer, the Trust Service Provider, the Authorized Agent, the Trustees, nor any individual Trustee guarantees the Fund in any manner against loss or depreciation, and they shall not be liable for any act, or failure to act, which is made in good faith pursuant to the provisions of the Plan. The Employer shall not be responsible for any act, or failure to act, of the Trustees or the Trust Service Provider. The Trustees shall not be responsible for any act, or failure to act, of the Employer or the Authorized Agent.

11.5 Indemnification of Trustees: The Trustees shall be indemnified from the assets of the Fund against any and all liabilities arising by reason of any act, or failure to act, made in good faith pursuant to the provisions of the Plan, including expenses reasonably incurred in the defense of any claim relating thereto.

11.6 Payments Under a Qualified Domestic Relations Order

(a) **General:** The Municipality shall follow the terms of any “Qualified Domestic Relations Order” as defined in Subsection (b) below issued with respect to a Participant where such Qualified Domestic Relations Order grants to an “Alternate Payee” rights in the benefit of the Participant.

(b) The term “Qualified Domestic Relations Order” means an order issued by the District Court of the State of Oklahoma pursuant to the domestic relations laws of the State of Oklahoma which relates to the provision of marital property rights to a spouse or former spouse of a Participant and which creates or recognizes the existence of an Alternate Payee’s right to, or assigns to an Alternate Payee the right to receive a portion of the benefits payable with respect to a Participant of the Plan.

(c) To qualify as an Alternate Payee, a spouse or former spouse must have been married to the Participant for a period of not less than thirty (30) continuous months immediately preceding the commencement of the proceedings from which the Qualified Domestic Relations Order issues.

(d) A Qualified Domestic Relations Order is valid and binding on the Trustees and the Participant only if it meets the requirements of this Section.

(e) A Qualified Domestic Relations Order shall clearly specify:

(1) the name, social security number, and last-known mailing address (if any) of the Participant, and the name and mailing address of the alternative payee covered by the order;

(2) the amount or percentage of the Participant’s benefits to be paid by the Plan to the Alternate Payee;

(3) the characterization of the benefit as to marital property rights, and whether the benefit ceases upon the death or remarriage of the Alternate Payee; and,

(4) each plan to which such order applies.

(a) A Qualified Domestic Relations Order meets the requirements of this Section only if such order:

(1) does not require the Plan to provide any type or form of benefit, or any option not otherwise provided under the Plan;

(2) does not require the Plan to provide increased benefits; and,

(3) does not require the payment of benefits to an Alternate Payee which are required to be paid to another Alternate Payee pursuant to another order previously determined to be a Qualified Domestic Relations Order, or an order recognized by the Plan as a valid order prior to the effective date of the Plan.

(f) A Qualified Domestic Relations Order shall not require payment of benefits to an Alternate Payee prior to the actual retirement date or withdrawal of the related Participant.

(g) The obligation of the Plan to pay an Alternate Payee pursuant to a Qualified Domestic Relations Order shall cease upon the death of the Participant.

(h) In the event a Qualified Domestic Relations Order requires the benefits payable to an Alternate Payee to terminate upon the remarriage of said Alternate Payee, the Plan shall

terminate said benefit only upon the receipt of a certified copy of a marriage license, or a copy of a certified order issued by the Court that originally issued said Qualified Domestic Relations Order declaring the remarriage of said Alternate Payee.

(i) This Section of the Plan shall not be subject to the provisions of the Employee Retirement Income Security Act of 1974 (ERISA), 29 U.S.C.A. Section 1001, et seq., as amended from time to time, or rules and regulations promulgated thereunder, and court cases interpreting said Act.

(j) The Board of Trustees of the Oklahoma Municipal Retirement Fund shall promulgate such rules as are necessary to implement the provisions of this Section.

(k) Effective on or after April 6, 2007, a domestic relations order that otherwise satisfies the requirements for a QDRO will not fail to be a QDRO: (i) solely because the order is issued after, or revises, another domestic relations order or QDRO; or (ii) solely because of the time at which the order is issued, including issuance after the annuity starting date.

(l) An Alternate Payee who has acquired beneficiary rights pursuant to a valid Qualified Domestic Relations Order must fully comply with all provisions of the rules promulgated by the Trustees pursuant to this Section in order to continue receiving his or her benefits.

(m) Nothing in this Section shall grant a spouse or former spouse of a Participant any property rights in the benefits of any Participant except as specifically authorized for Qualified Domestic Relations Orders, and no spousal consent shall be required for a Participant to elect or change elections pertaining to a benefit payable under this Plan.

ARTICLE XII.

Amendments

12.1 Right to Amend: The Employer shall have the right to make from time to time any amendment or amendments to this Plan, in whole or in part, which do not permit reversion of any part of the Fund to the Employer except as provided in Section 13.2 and which do not cause any part of the Fund to be used for, or diverted to, any purpose other than the exclusive benefit of Participants included in the Plan. Any amendments to this Plan, in whole or in part, may be made from time to time by the Employer by ordinance in the same manner as by this original adoption ordinance, but no such amendatory action shall exceed the power and authority granted to the Employer under the laws of the State of Oklahoma.

12.2 Amendments: Each Employer agrees to adopt any amendments to this Plan which are necessary for an initial or continued determination that the Plan is a qualified, tax exempt plan under Sections 401(a) and 501(a) of the Code. Any such amendments will be an amendment of the Employer's separate Plan if approved by the Trustee. The Employer may amend its separate Plan in any respect and at any time, subject to the limitations of the Plan, by amendment of or addition to the Joinder Agreement. However, the Oklahoma Municipal Retirement Fund reserves the right to approve all Employer amendments.

12.3 Provider's Power to Amend for Adopting Employers: The Provider, as defined in section 4.08 of Rev. Proc. 2017-41, may amend any part of the Plan. However, for purposes of reliance on an Opinion Letter (as defined in Rev. Proc. 2017-41), the Provider will no longer have the authority to amend the Plan on behalf of the Employer as of the date (1) the Employer amends the Plan to incorporate a type of plan described in section 6.03 of Rev. Proc. 2017-41 that is not permitted under the Pre-Approved Plan program, or (2) the Internal Revenue Service notifies the Employer, in accordance with section 8.06(3) of Rev. Proc. 2017-41, that the Plan is an individually designed plan due to the nature and extent of Employer amendments to the Plan.

ARTICLE XIII.

Termination

13.1 Right to Terminate: The Employer may at any time terminate the Plan by proper ordinance and may direct and require the Trustees to liquidate the Fund. If the Employer shall for any reason cease to exist, the Plan shall terminate and the Fund shall be liquidated, unless continued by a successor.

13.2 Liquidation of Fund: Upon termination of the Plan or a permanent discontinuance of Employer contributions, the assets of the Fund which have been allocated for the Participants, and interests of the Participants therein as determined by the actuaries, shall be liquidated, after provision is made for the expenses of liquidation, by the payment (or provision for the payment) of benefits accrued prior to the date of termination in the following order of precedence:

(a) The Contribution Accumulation of each Participant or former Employee entitled thereto under Article VIII, as of the date of such Plan termination, or earlier date of death or Retirement.

(b) The Aggregate Contributions of each Participant or former Employee entitled thereto under Article VIII, as of the date of such Plan termination, or earlier date of death or Retirement, less other benefit payments, if any, previously received in each case by or on behalf of each such Participant, former Employee, or other eligible Beneficiary. Any such withdrawals on the part of such persons will reduce their interests in distributions under categories (b), (c), (d) and (e) below, on a proportionate basis, as determined by the actuary. Any such person may elect not to take such withdrawals, and have the value thereof included in the actuary's determination of his distributions under categories (b), (c), (d) and (e) below.

(c) Pensions or other benefits in course of payment to retired Participants, and Beneficiaries of deceased Participants and immediate Pensions for Employees or former Employees entitled thereto under Article VIII, who have reached their Normal Retirement Dates but have not retired.

(d) Pensions deferred to Normal Retirement Date for Participation who have qualified for an Early Pension.

(e) Pensions deferred to Normal Retirement Date for Participants who have qualified for a Deferred Vested Pension.

If the funds available in any of categories (b), (c), or (d) are determined to be insufficient to provide all such benefits the funds and benefits shall be apportioned among the various persons, first in category (b), next in category (c), and next in category (d), in the same proportion as each person's accrued credits bears to the accrued credits of all persons in each such category on an Actuarial Equivalent basis as determined by the actuary.

(f) If the cost of providing for the benefits, first in category (b), next in category (c), and next in category (d) is determined to be less than the total funds available, the balance will revert to the Employer.

The benefit any such Participant is entitled to receive under this Plan shall be based on the Participant's Compensation and Service accrued with the Employer prior to the date of termination of the Plan, and his right to such benefit shall be considered as vested to the extent funded, regardless of his age and years of Service on the date of termination of the Plan.

13.3 Manner of Distribution: Any distribution after termination of the Plan or permanent discontinuance of Employer contributions, shall be made as soon as administratively feasible, at such times and in such amounts so that no discrimination results, in cash, in securities or other assets in kind (at fair market value), in continued direct payment Pensions, or in nontransferable life insurance or annuity contracts, as the Committee in its discretion, shall determine. In making such distribution, any and all determinations, divisions, appraisals, apportionments and allotments so made shall be final and conclusive and not subject to question by any person.

13.4 Consolidation or Merger: Upon the Employer's liquidation, bankruptcy, insolvency, sale, consolidation, or merger to or with another governmental unit in which such Employer is not the surviving unit, the Plan and Fund will terminate and the Fund assets shall be held or distributed as herein provided, unless the successor to the Employer assumes the duties and responsibilities of the Employer by adopting this Plan, or by the establishment of a separate Plan to which the Fund assets shall be transferred with the consent and agreement of the Employer.

13.5 Limitations: The order of priorities for distribution set forth above in Section 13.2, in the event of termination of the Plan, shall be subject to (a) the limitations provided in Article X, and (b) such distributions not being determined to be otherwise discriminatory by the Commissioner of Internal Revenue. In the event that either the limitations under Article X become effective or the Commissioner of Internal Revenue rules that the distributions are otherwise discriminatory, adjustments shall be made in the said priorities and amounts of distributions as may be necessary to satisfy the requirements of Article X or of the Commissioner as the case may be.

ARTICLE XIV.

General

14.1 USERRA: Notwithstanding any provision of this Plan to the contrary, effective December 12, 1994, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Code. A Participant returning from military service shall not be entitled to catch-up on Pick-Up Contributions missed during such military service.

14.2 No Contract Between Employer and Participant: Neither the creation of this Plan, nor any amendment to it, nor the creation of any fund, nor the payment of benefits hereunder shall be construed as giving any legal or equitable right to any Participant against the Employer or against the Oklahoma Municipal Retirement Fund, except as provided herein, and all liabilities under this Plan shall be satisfied, if at all, only out of the Fund held by the Oklahoma Municipal Retirement Fund. Participation in the Plan shall not give any Participant any right to be retained in the employ of the Employer, and the Employer hereby expressly retains the right to hire and discharge any Participant at any time with or without cause, as if this Plan had not been adopted, and any such discharged Participant shall have only such rights or interests in the Fund as may be specified herein.

14.3 Payment of Fees: The Employer shall pay a fee in an amount determined and revised from time to time by the Oklahoma Municipal Retirement Fund.

14.4 Governing Law: The validity, construction and administration of this Plan shall be determined under the laws of the State of Oklahoma.

14.5 Counterpart Execution: This Plan may be executed in two or more counterparts, as may be all amendments thereto be executed, and any one of the executed copies shall be deemed an original.

14.6 Severability: Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Plan.

14.7 Number and Gender: Pronouns and other similar words used herein in the masculine gender shall be read as the feminine gender where appropriate; pronouns and other similar words used herein in the neuter gender shall be read as the masculine or feminine gender where appropriate; and the singular form of words shall be read as the plural where appropriate.

14.8 Compensation and Expenses of Administration: If a Trustee, a member of Oklahoma Municipal Retirement Fund, or a member of the Committee is an Employee of the Employer, he shall serve without any additional compensation. The Employer may pay all or part of the expenses of administration of the Plan, including the compensation and expenses of the Trustee, and any other expenses incurred at the direction of the Oklahoma Municipal Retirement Fund, including, without limitation, fees of actuaries, accountants, attorneys, investment managers, investment advisors and other specialists, and any other costs of administering the Plan. To the

extent that any of such expenses are not paid by the Employer, such expenses shall be paid by the Oklahoma Municipal Retirement Fund out of the Fund.

14.9 Incorporation of Trust Agreement: The provisions of the Trust Indenture Establishing the Oklahoma Municipal Retirement Fund are incorporated into and made a part of this Plan. The provisions of the Plan override any conflicting provision contained in the Trust or custodial account documents used with the Plan.

14.10 Mistake of Fact: All contributions to the Plan are made subject to the correctness of the amount. In the event a contribution is made to the Plan and Trust by the Employer under a mistake of fact concerning the correctness of such contribution, then the Oklahoma Municipal Retirement Fund shall return such portion of such contribution which is in excess of the amount that would have been contributed had there not occurred a mistake of fact within one year after the payment of the contribution to the Oklahoma Municipal Retirement Fund.

In the case of amounts returned pursuant to this Section 14.10, no earnings attributable to such amounts may be returned to the Employer, but losses attributable thereto shall reduce the amount returned, and no such return shall reduce the balance of any Participant's Municipality Contribution Accounts to less than the balance which would have been credited thereto had such amount not been contributed.

WITNESS WHEREOF, and as conclusive evidence of the adoption of the foregoing instrument comprising the Plan, the Oklahoma Municipal Retirement Fund has caused its corporate seal to be affixed hereto and these presents to be duly executed in its name and behalf by its proper officers thereunto authorized this 29th day of February, 2024.



OKLAHOMA MUNICIPAL RETIREMENT FUND

By Donna Doolen

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

BEFORE ME, the undersigned a Notary Public in and for said County and State, on this 29th day of February, 2024, personally appeared Donna Doolen, to me known to be the identical person who subscribed the name of the Oklahoma Municipal Retirement Fund, a municipal corporation, to the foregoing instrument as its Chairperson and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, the day and year last above written.



[Signature]
Notary Public
My Commission Expires: 09/27/2025

Agenda: 11/19/2024
Item: 15
BPWA Item: 3

BETHANY CITY COUNCIL
BETHANY PUBLIC WORKS AUTHORITY

From: Elizabeth Gray, City Manager
Date: November 14, 2024
Subject: Ratify emergency expenditures for water line repairs in the Brownsville Addition of the City of Bethany

BACKGROUND

The City of Bethany has deployed the emergency on call contract to effectively and safely implement water repairs at 3913 Patty Lane and 3912 Spyglass Lane in the Brownsville Addition in the City of Bethany. The cost of the repairs as of 11/14/2024 are anticipated to be approximately \$65,000.

RECOMMENDATION

1. Ratify emergency repair expenditures utilizing the Krapff-Reynolds Construction Co. on call/emergency contract for Waterline Repair Services at 3913 Patty Lane and 3912 Spyglass Lane in Bethany Oklahoma.



ADDITIONAL COMMENTS

The funding source is the operating contingency account in the Bethany Public Works Authority. This leaves \$85,000 in this contingency fund.

Agenda: 11/19/2024
Item: 16
BPWA Item: 2

BETHANY CITY COUNCIL
BETHANY PUBLIC WORKS AUTHORITY

From: Elizabeth Gray, City Manager
Date: November 19, 2024
Subject: Approval of Construction Contract with Urban Contractors, LLC for Peniel Avenue Sanitary Sewer Lift Station and Pipe Bursting Improvements for American Rescue Plan Act Grant

BACKGROUND

The City of Bethany received funds provided by the Federal Government through the American Rescue Plan Act (ARPA). On October 5, 2021, the City Council dedicated the funds for much needed sewer infrastructure improvements by adopting Resolution No. 1632. On November 1, 2022, the City Council dedicated these funds for improving and replacing sanitary sewer infrastructure on Peniel Avenue.

On February 21, 2023, the City of Bethany entered into a contract for engineering and design services with TEIM Design.

Bids were opened October 30, 2024. City Staff and Engineers recommend award to Urban Contractors, LLC in the amount of \$1,650,475.00.

RECOMMENDATION

1. Approval of Construction Contract with Urban Contractors, LLC for Peniel Avenue Sanitary Sewer Lift Station and Pipe Bursting Improvements for American Rescue Plan Act Grant in the amount of \$1,650,475.00.

ADDITIONAL COMMENTS





TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

November 11, 2024

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

Re: Peniel Avenue Sanitary Sewer
Lift Station and Pipe Bursting Improvements

Dear Ms. Gray,

Attached for your review and disposition please find the BID Tabulation for the above-mentioned project. The bids were received, October 30, 2024, and all bid bonds and affidavits were found to be in order. All the bids were tabulated from the detailed bid forms.

Therefore, we recommend the award to Urban Contractors, LLC for the base bid amount of \$1,650,475.00.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'RW' or 'RWS', written in a cursive style.

Robbie Williams, PE

Attachment: Contract, Bonds, and Insurance Certificate
Bid Tab

CONSTRUCTION CONTRACT

This Contract is made and entered into on the 19th day of November, 2024, by and between the City of Bethany, an Oklahoma Municipal Corporation, hereinafter called "City," and Urban Contractors, LLC a(n) LLC, hereinafter called "Contractor."

WITNESSETH:

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

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

PENIEL AVENUE SANITARY SEWER LIFT STATION AND PIPE BURSTING IMPROVEMENTS

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

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

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

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

One million six hundred fifty thousand four hundred seventy five dollars and zero cents
(\$1,650,475.00)

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

1. Incorporation of Bidding Documents. This Contract hereby incorporates, as if fully set out herein, the Plans, Specifications, General Provisions, Special Provisions, Contractor's Proposal and any and all Addendums issued. All of these documents have been provided to and/or by the Contractor and are on file in the Office of the City Clerk of the City of Bethany. Hereinafter, these documents shall be collectively referred to as "Bidding Documents."
2. Engagement of Contractor. The City hereby engages Contractor to perform certain construction services for the benefit of the City. Contractor accepts such engagement pursuant to the terms and

conditions set forth herein. The Contractor is, and shall be, in the performance of all work, services and activities an independent contractor, and not an employee, agent, or servant of the City of Bethany. The tort liability of the City of Bethany is exclusively governed by the Oklahoma Governmental Tort Claims Act.

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

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

If to the City:

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

If to Contractor:

Urban Contractors, LLC
7113 N. Bryant
Oklahoma City, OK 73121

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

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

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

The City of Bethany,
an Oklahoma Municipal Corporation

Mayor's Signature

Date

(SEAL)

ATTEST:

City Clerk

Approved as to form:

City Attorney

Date: _____



Urban Contractors, LLC,
Contractor

a(n) LLC

J.E. Parrish

Signature

J.E. Parrish

Printed Name

LLC Manager

Title

ATTEST:

Katherine A. Newton

Secretary and/or Witness Katherine A. Newton

NON-COLLUSION AFFIDAVIT

State of Oklahoma)
) ss.
County of Oklahoma)

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

J.E. Parrish
Signature
J.E. Parrish, LLC Manager
Printed Name/Title

Subscribed and sworn to before me this 19 day of November, 2024.

Katherine A Newton
Notary Public



My Commission Expires: 05/11/2025
My Commission Number: 21006410



CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Urban Contractors, LLC, as Principal, and RLI Insurance Company, as Surety, are held and firmly bound unto the CITY OF BETHANY of the State of Oklahoma and the State of Oklahoma, hereinafter referred to as the Government, in the full and just sum Of **One million six hundred fifty thousand four hundred seventy five dollars and zero cents (\$1,650,475.00)** for the payment of which, well and truly to be made, we and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 19th day of November, A.D., 2024.

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

PENIEL AVENUE SANITARY SEWER LIFT STATION AND PIPE BURSTING IMPROVEMENTS

CITY OF BETHANY, OKLAHOMA

and has entered into a certain written contract with the CITY OF BETHANY on the 19th day of November, 2024, for the erection and construction of said work and improvement all in compliance with the plans and specifications therefor, made a part of said contract and on file in the office of the City Clerk, and said contract is hereby made a part and parcel of this bond as if literally written herein.

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

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

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

Urban Contractors, LLC



ATTEST:

Katherine A Newton
Secretary Katherine A. Neston

By J.E. Parrish
Principal J.E. Parrish, LLC Manager

RLI Insurance Company

ATTEST:

Debbie Raper
~~Secretary~~ Debbie Raper, Witness

By Becky Killman
Surety Becky Killman, Attorney-in-Fact

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

City Attorney

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Urban Contractors, LLC, as Principal, and RLI Insurance Company, as Surety, are held and firmly bound unto the STATE OF OKLAHOMA in the sum of One million six hundred fifty thousand four hundred seventy dollars and zero cents (\$1,650,470.00), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 19th day of November, A.D., 2024.

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

PENIEL AVENUE SANITARY SEWER LIFT STATION AND PIPE BURSTING IMPROVEMENTS

CITY OF BETHANY, OKLAHOMA

and has entered into a certain written contract with the CITY OF BETHANY on the 19th day of November, 2024, for the erection and construction of said work and improvement, in exact accordance with the bid of said Principal, and according to certain plans and specifications heretofore made, adopted and placed on file in the office of the City Clerk of the CITY OF BETHANY.

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

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

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

ATTEST:

Katherine A. Newton
Secretary Katherine A. Newton

Urban Contractors, LLC
By J.E. Parrish
Principal J.E. Parrish, LLC Manager



ATTEST:

Debbie Raper
Secretary Debbie Raper

RLI Insurance Company
By Becky Killman
Surety Becky Killman, Attorney-in-Fact

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

City Attorney

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Urban Contractors, LLC, as Principal, and RLI Insurance Company, as Surety, are held and firmly bound unto the CITY OF BETHANY of the State of Oklahoma, in the full and just sum of **One million six hundred fifty thousand four hundred seventy five dollars and zero cents (\$1,650,475.00)**, such sum being equal to the contract amount for a period of one (1) year and thereafter for a period of one (1) year for the sum of **Two hundred forty seven thousand five hundred seventy one dollars and twenty five cents (\$247,571.25)**, such sum being not less than 15% of the contract price, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 19th day of November, A.D., 2024.

The conditions of this obligation are such, that whereas, said Principal, has a certain contract between Urban Contractors, LLC and the CITY OF BETHANY dated this 19th day of November, 2024, agreed to construct in the City of Bethany:

PENIEL AVENUE SANITARY SEWER LIFT STATION AND PIPE BURSTING IMPROVEMENTS

CITY OF BETHANY, OKLAHOMA

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

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

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

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

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

ATTEST:

Katherine A Newton
Secretary Katherine A. Newton

Urban Contractors, LLC
By J.E. Parrish
Principal J.E. Parrish, LLC Manager



RLI Insurance Company

ATTEST:

Debbie Raper
~~Secretary~~ Debbie Raper, Witness

By Becky Killman
Surety Becky Killman, Attorney-in-Fact

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

City Attorney

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

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

Know All Men by These Presents:

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

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

Travis E. Brown, Mark D. Nowell, Christopher W. Webb, Ryan N. Teubner, Deborah L. Raper, Kent Jay Bradford, Kyle Pat Bradford, Shelli R. Samsel, Dwight A. Pilgrim, Vicki Wilson, Clayton Howell, Austin Greenhaw, Gary Liles, Randy D. Webb, Bobby Joe Young, Aaron Woolsey, Carey L. Kennemer, Joshua Bryan, Becky Killman, jointly or severally

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

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

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

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

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 2nd day of January, 2024.



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

By: Eric Raudins Sr. Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 2nd day of January, 2024, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 19th day of November, 2024.

By: Jill A. Scott
Jill A. Scott Notary Public

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

By: Jeffrey D. Dick Corporate Secretary





URBACON-01

RBOST

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/6/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Rich & Cartmill, Inc. 9401 Cedar Lake Avenue Oklahoma City, OK 73114. CONTACT NAME: Ruth Bost. PHONE: (405) 418-8629. E-MAIL ADDRESS: rbost@rcins.com. INSURER(S) AFFORDING COVERAGE: Continental Casualty Co, Transportation Ins Co, Continental Ins Co.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Peniel Avenue Sanitary Sewer Lift Station and Pipe Bursting Improvements

CERTIFICATE HOLDER CANCELLATION

CITY OF BETHANY 6700 NW 36th Street Bethany, OK 73008

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Travis E. Brown

PENIEL AVENUE SANITARY SEWER LIFT STATION AND PIPE BURSTING IMPROVEMENTS

PENIEL AVENUE SANITARY SEWER IMPROVEMENTS (BASE BID LIFT STATION)					Engineers Estimate		Urban Contractors, LLC		Krapff Reynolds Construction	
ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY		UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	MOBILIZATION	LUMP SUM	1		\$ 74,379.00	\$ 74,379.00	\$ 50,000.00	\$ 50,000.00	\$ 75,000.00	\$ 75,000.00
2	DEWATERING	LUMP SUM	1		\$ 15,000.00	\$ 15,000.00	\$ 2,000.00	\$ 2,000.00	\$ 300,000.00	\$ 300,000.00
3	EROSION AND SEDIMENT CONTROL	LUMP SUM	1		\$ 7,500.00	\$ 7,500.00	\$ 200.00	\$ 200.00	\$ 10,000.00	\$ 10,000.00
4	4FT DIAMETER MANHOLE	EACH	1		\$ 3,865.00	\$ 3,865.00	\$ 10,000.00	\$ 10,000.00	\$ 8,180.00	\$ 8,180.00
5	EXTRA DEPTH MANHOLE (4FT DIA)	VERTICAL FOOT	6		\$ 400.00	\$ 2,400.00	\$ 1,800.00	\$ 10,800.00	\$ 1,365.00	\$ 8,190.00
6	10" SANITARY SEWER LINE	LINEAR FOOT	100		\$ 80.00	\$ 8,000.00	\$ 400.00	\$ 40,000.00	\$ 960.00	\$ 96,000.00
7	TRENCH, EXCAVATION, AND BACKFILL (0-15 FT)	LINEAR FOOT	100		\$ 65.00	\$ 6,500.00	\$ 5.00	\$ 500.00	\$ 10.00	\$ 1,000.00
8	BYPASS PUMPING (SEWER FLOW CONTROL)	DAY	40		\$ 3,500.00	\$ 140,000.00	\$ 1,000.00	\$ 40,000.00	\$ 2,390.00	\$ 95,600.00
9	FIBERGLASS VALVE ENCLOSURE	EACH	1		\$ 30,000.00	\$ 30,000.00	\$ 15,000.00	\$ 15,000.00	\$ 240,140.00	\$ 240,140.00
10	LIFT STATION (VAULT)	EACH	1		\$ 75,000.00	\$ 75,000.00	\$ 600,000.00	\$ 600,000.00	\$ 320,000.00	\$ 320,000.00
11	LIFT STATION (PUMPS, PIPING, AND CONTROLS)	LUMP SUM	1		\$ 150,000.00	\$ 150,000.00	\$ 460,000.00	\$ 460,000.00	\$ 268,536.00	\$ 268,536.00
12	LIFT STATION (ELECTRICAL)	LUMP SUM	1		\$ 65,000.00	\$ 65,000.00	\$ 205,000.00	\$ 205,000.00	\$ 253,700.00	\$ 253,700.00
13	CONSTRUCTION STAKING	LUMP SUM	1		\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 2,800.00	\$ 2,800.00
14	TRAFFIC CONTROL	LUMP SUM	1		\$ 15,000.00	\$ 15,000.00	\$ 9,000.00	\$ 9,000.00	\$ 20,000.00	\$ 20,000.00
15	CONCRETE PAVEMENT REMOVE AND REPLACE	SQUARE YARD	75		\$ 325.00	\$ 24,375.00	\$ 200.00	\$ 15,000.00	\$ 250.00	\$ 18,750.00
16	REMOVE AND REPLACE DRIVEWAY (CONCRETE)	SQUARE YARD	10		\$ 225.00	\$ 2,250.00	\$ 200.00	\$ 2,000.00	\$ 200.00	\$ 2,000.00
17	STRUCTURAL REMOVALS	LUMP SUM	1		\$ 75,000.00	\$ 75,000.00	\$ 40,000.00	\$ 40,000.00	\$ 25,000.00	\$ 25,000.00
18	REMOVE SANITARY SEWER LINE	LINEAR FOOT	100		\$ 15.00	\$ 1,500.00	\$ 25.00	\$ 2,500.00	\$ 20.00	\$ 2,000.00
19	6FT CHAINLINK FENCE W/ ACCESS GATE	LINEAR FOOT	100		\$ 55.00	\$ 5,500.00	\$ 200.00	\$ 20,000.00	\$ 150.00	\$ 15,000.00
20	SOLID SLAB SODDING	SQUARE YARD	300		\$ 8.00	\$ 2,400.00	\$ 7.00	\$ 2,100.00	\$ 5.00	\$ 1,500.00
21	ODOT TYPE A AGGREGATE BASE	TON	75		\$ 85.00	\$ 6,375.00	\$ 85.00	\$ 6,375.00	\$ 65.00	\$ 4,875.00
22	NATURAL GAS GENERATOR (COMPLETE)	EACH	1		\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 106,925.00	\$ 106,925.00
23	SANITARY SEWER MANHOLE REHABILITATION	VERTICAL FOOT	15		\$ 375.00	\$ 5,625.00	\$ 1,000.00	\$ 15,000.00	\$ 530.00	\$ 7,950.00
						\$ 818,169.00		\$ 1,650,475.00		\$ 1,883,146.00

PENIEL AVENUE SANITARY SEWER IMPROVEMENTS (ALTERNATE NO. 01 PIPE BURSTING NW39TH ST TO NW 42ND)					Engineers Estimate		Urban Contractors, LLC		Krapff Reynolds Construction	
ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY		UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	MOBILIZATION	LUMP SUM	1		\$ 65,760.00	\$ 65,760.00	\$ 50,000.00	\$ 50,000.00	\$ 29,825.00	\$ 29,825.00
2	DEWATERING	LUMP SUM	1		\$ 12,500.00	\$ 12,500.00	\$ 1,000.00	\$ 1,000.00	\$ 100,000.00	\$ 100,000.00
3	EROSION AND SEDIMENT CONTROL	LUMP SUM	1		\$ 7,500.00	\$ 7,500.00	\$ 1,000.00	\$ 1,000.00	\$ 4,065.00	\$ 4,065.00
4	TRENCH, EXCAVATION, AND BACKFILL (0-20 FT)	LINEAR FOOT	100		\$ 500.00	\$ 50,000.00	\$ 5.00	\$ 500.00	\$ 10.00	\$ 1,000.00
5	EMBEDMENT MATERIAL	TON	85		\$ 70.00	\$ 5,950.00	\$ 80.00	\$ 6,800.00	\$ 60.00	\$ 5,100.00
6	18" SANITARY SEWER LINE	LINEAR FOOT	100		\$ 115.00	\$ 11,500.00	\$ 500.00	\$ 50,000.00	\$ 270.00	\$ 27,000.00
7	TRENCHLESS CONSTRUCTION (18IN)	LINEAR FOOT	1255		\$ 350.00	\$ 439,250.00	\$ 450.00	\$ 564,750.00	\$ 265.00	\$ 332,575.00
8	TELEVISION INSPECTION (PRE AND POST CONSTRUCTION)	LINEAR FOOT	1255		\$ 15.00	\$ 18,825.00	\$ 15.00	\$ 18,825.00	\$ 6.00	\$ 7,530.00
9	DEFLECTION TEST (LESS THAN 24 INCHES)	LUMP SUM	1		\$ 5,000.00	\$ 5,000.00	\$ 150.00	\$ 150.00	\$ 100.00	\$ 100.00
10	RECONNECT SANITARY SEWER SERVICE	EACH	1		\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 750.00	\$ 750.00
11	SEWER FLOW CONTROL	LUMP SUM	1		\$ 10,000.00	\$ 10,000.00	\$ 21,000.00	\$ 21,000.00	\$ 15,000.00	\$ 15,000.00
12	SEWER LEAKAGE TEST	LUMP SUM	1		\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00	\$ 100.00	\$ 100.00
13	SANITARY SEWER MANHOLE REHABILITATION	VERTICAL FOOT	73		\$ 275.00	\$ 20,075.00	\$ 1,100.00	\$ 80,300.00	\$ 530.00	\$ 38,690.00
14	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	LUMP SUM	1		\$ 7,500.00	\$ 7,500.00	\$ 9,000.00	\$ 9,000.00	\$ 15,000.00	\$ 15,000.00
15	GPS AS BUILT SURVEY	LUMP SUM	1		\$ 2,500.00	\$ 2,500.00	\$ 6,000.00	\$ 6,000.00	\$ 3,300.00	\$ 3,300.00
16	PAVEMENT REMOVE AND REPLACE (CONCRETE)	SQUARE YARD	75		\$ 350.00	\$ 26,250.00	\$ 200.00	\$ 15,000.00	\$ 250.00	\$ 18,750.00
17	ODOT TYPE A AGGREGATE BASE	TON	75		\$ 85.00	\$ 6,375.00	\$ 80.00	\$ 6,000.00	\$ 65.00	\$ 4,875.00
18	REMOVE AND REPLACE SIDEWALK	SQUARE YARD	115		\$ 225.00	\$ 25,875.00	\$ 150.00	\$ 17,250.00	\$ 175.00	\$ 20,125.00
19	SOLID SLAB SODDING	SQUARE YARD	500		\$ 5.00	\$ 2,500.00	\$ 7.00	\$ 3,500.00	\$ 5.00	\$ 2,500.00
						\$ 723,360.00		\$ 853,575.00		\$ 626,285.00

PENIEL AVENUE SANITARY SEWER IMPROVEMENTS (ALTERNATE NO. 02 PIPE BURSTING NW 32TH ST TO NW 34ND)					Engineers Estimate		Urban Contractors, LLC		Krapff Reynolds Construction	
ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY		UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	MOBILIZATION	LUMP SUM	1		\$ 47,741.00	\$ 47,741.00	\$ 30,000.00	\$ 30,000.00	\$ 23,625.00	\$ 23,625.00
2	DEWATERING	LUMP SUM	1		\$ 10,000.00	\$ 10,000.00	\$ 1,000.00	\$ 1,000.00	\$ 100,000.00	\$ 100,000.00
3	EROSION AND SEDIMENT CONTROL	LUMP SUM	1		\$ 7,500.00	\$ 7,500.00	\$ 500.00	\$ 500.00	\$ 3,000.00	\$ 3,000.00
4	TRENCH, EXCAVATION, AND BACKFILL (0-15 FT)	LINEAR FOOT	100		\$ 450.00	\$ 45,000.00	\$ 5.00	\$ 500.00	\$ 10.00	\$ 1,000.00
5	EMBEDMENT MATERIAL	TON	75		\$ 70.00	\$ 5,250.00	\$ 80.00	\$ 6,000.00	\$ 60.00	\$ 4,500.00
6	15" SANITARY SEWER LINE	LINEAR FOOT	15		\$ 95.00	\$ 1,425.00	\$ 330.00	\$ 4,950.00	\$ 265.00	\$ 4,275.00
7	TRENCHLESS CONSTRUCTION (15IN)	LINEAR FOOT	971		\$ 320.00	\$ 310,720.00	\$ 320.00	\$ 310,720.00	\$ 278.00	\$ 267,996.00
8	TELEVISION INSPECTION (PRE AND POST CONSTRUCTION)	LINEAR FOOT	971		\$ 15.00	\$ 14,565.00	\$ 15.00	\$ 14,565.00	\$ 6.00	\$ 5,826.00
9	DEFLECTION TEST (LESS THAN 24 INCHES)	LUMP SUM	1		\$ 5,000.00	\$ 5,000.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
10	RECONNECT SANITARY SEWER SERVICE	EACH	1		\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 750.00	\$ 750.00
11	SEWER FLOW CONTROL	LUMP SUM	1		\$ 11,000.00	\$ 11,000.00	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00
12	SEWER LEAKAGE TEST	LUMP SUM	1		\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00	\$ 100.00	\$ 100.00
13	SANITARY SEWER MANHOLE REHABILITATION	VERTICAL FOOT	60		\$ 275.00	\$ 16,500.00	\$ 500.00	\$ 30,000.00	\$ 530.00	\$ 31,800.00
14	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	LUMP SUM	1		\$ 7,500.00	\$ 7,500.00	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00
15	GPS AS BUILT SURVEY	LUMP SUM	1		\$ 2,500.00	\$ 2,500.00	\$ 6,000.00	\$ 6,000.00	\$ 3,300.00	\$ 3,300.00
16	PAVEMENT REMOVE AND REPLACE (CONCRETE)	SQUARE YARD	50		\$ 350.00	\$ 17,500.00	\$ 200.00	\$ 10,000.00	\$ 250.00	\$ 12,500.00
17	ODOT TYPE A AGGREGATE BASE	TON	75		\$ 85.00	\$ 6,375.00	\$ 80.00	\$ 6,000.00	\$ 65.00	\$ 4,875.00
18	SOLID SLAB SODDING	SQUARE YARD	500		\$ 5.00	\$ 2,500.00	\$ 7.00	\$ 3,500.00	\$ 5.00	\$ 2,500.00
						\$ 525,151.00		\$ 441,335.00		\$ 496,147.00

BASE BID TOTAL	\$ 818,169.00	BASE BID TOTAL	\$ 1,650,475.00	BASE BID TOTAL	\$ 1,883,146.00
ALT 1 TOTAL	\$ 723,360.00	ALT 1 TOTAL	\$ 853,575.00	ALT 1 TOTAL	\$ 626,285.00
ALT 2 TOTAL	\$ 525,151.00	ALT 2 TOTAL	\$ 441,335.00	ALT 2 TOTAL	\$ 496,147.00
TOTAL BID	\$ 2,066,680.00	TOTAL BID	\$ 2,945,385.00	TOTAL BID	\$ 3,005,578.00

BETHANY CITY COUNCIL

From: Elizabeth Gray, City Manager
Date: November 19, 2024
Subject: Approval of Construction Contract with C4L, LLC for the Animal Welfare Shelter Project (G.O. Bond Prop. 3-C)

BACKGROUND

On August 23, 2022, citizens of Bethany passed General Obligation Bond Proposition 3, that included Project 3-C Animal Welfare Shelter.

On April 4, 2023, the City of Bethany entered into a contract for engineering and design services with TEIM Design, LLC. Bids were opened on October 30, 2024. City engineers, TEIM Design, recommend award to C4L, LLC, for the amount of \$204,351.00.

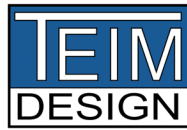
RECOMMENDATION

1. Approval of construction contract for the Animal Welfare Shelter Project, G. O. Bond Proposition 3-C, to C4L, LLC for the bid amount of \$204,351.00.



ADDITIONAL COMMENTS

The project will be funded by GO Bond Proposition 3.



TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

November 11, 2024

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

Re: Proposition 3-C Animal Welfare Shelter

Dear Ms. Gray,

Attached for your review and disposition please find the BID Tabulation for the above-mentioned project. The bids were received, October 30, 2024, and all bid bonds and affidavits were found to be in order. The two bids were tabulated correctly.

Therefore, we recommend the award of the contract to C4L, LLC in the amount of \$204,351.00 as follows:

Base Bid Total: \$195,591.00.

Alternate 1: \$8,760.00.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'RW' or 'RW5', written in a cursive style.

Robbie Williams, PE

Attachment: Contract, Bonds, and Insurance Certificate
Bid Tab

CONSTRUCTION CONTRACT

This Contract is made and entered into on the 19th day of November, 2024, by and between the City of Bethany, an Oklahoma Municipal Corporation, hereinafter called "City," and C4L, LLC a(n) _____, hereinafter called "Contractor."

WITNESSETH:

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

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

PROPOSITION 3-C ANIMAL WELFARE SHELTER

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

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

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

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

Two-hundred four thousand three hundred fifty one dollars and zero cents (\$204,351.00).

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

1. Incorporation of Bidding Documents. This Contract hereby incorporates, as if fully set out herein, the Plans, Specifications, General Provisions, Special Provisions, Contractor's Proposal and any and all Addendums issued. All of these documents have been provided to and/or by the Contractor and are on file in the Office of the City Clerk of the City of Bethany. Hereinafter, these documents shall be collectively referred to as "Bidding Documents."
2. Engagement of Contractor. The City hereby engages Contractor to perform certain construction services for the benefit of the City. Contractor accepts such engagement pursuant to the terms and conditions set forth herein. The Contractor is, and shall be, in the performance of all work, services

and activities an independent contractor, and not an employee, agent, or servant of the City of Bethany. The tort liability of the City of Bethany is exclusively governed by the Oklahoma Governmental Tort Claims Act.

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

If to the City:

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

If to Contractor:

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

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

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

The City of Bethany,
an Oklahoma Municipal Corporation

Mayor's Signature

Date

(SEAL)

ATTEST:

City Clerk

Approved as to form:

City Attorney

Date: _____



CAL LLC

Contractor

a(n) _____

Signature

Printed Name

Title

ATTEST:

Secretary and/or Witness

NON-COLLUSION AFFIDAVIT

State of Oklahoma)
) ss.
County of OKLAHOMA)

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



Signature KIRK SMITH - MANAGER

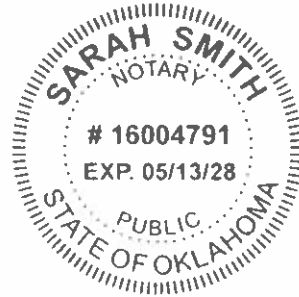
Printed Name/Title

Subscribed and sworn to before me this 8 day of March, 2024.

(SEAL)


Notary Public

My Commission Expires: 5/13/28
My Commission Number: 16004791



CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, C4L, LLC, as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto the CITY OF BETHANY of the State of Oklahoma and the State of Oklahoma, hereinafter referred to as the Government, in the full and just sum Of **Two-hundred four thousand three hundred fifty one dollars and zero cents (\$204,351.00)** for the payment of which, well and truly to be made, we and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 19th day of November, A.D., 2024.

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

**PROPOSITION 3-C ANIMAL WELFARE SHELTER
CITY OF BETHANY, OKLAHOMA**

and has entered into a certain written contract with the CITY OF BETHANY on the 19th day of November, 2024, for the erection and construction of said work and improvement all in compliance with the plans and specifications therefor, made a part of said contract and on file in the office of the City Clerk, and said contract is hereby made a part and parcel of this bond as if literally written herein.

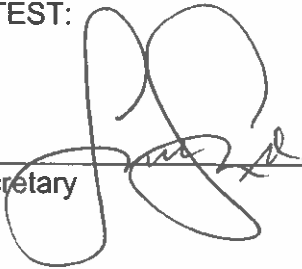
NOW, THEREFORE, if the said Principal, C4L, LLC shall fully and faithfully execute the work and perform said contract according to its terms, conditions and covenants, and in exact accordance with the bid of said Principal, and according to certain plans and specifications heretofore made, adopted and placed on file in the office of the City Clerk of THE CITY OF BETHANY and shall promptly pay or cause to be paid, all labor, material and/or repairs and all bids for labor performed on said work, whether by sub-contract or otherwise; and shall protect and save harmless the said Government and all interested property owners against all claims, demands, causes of action, losses or damage, and expense to life or property suffered or sustained by any person, firm or corporation by reason of negligence of the Principal or his or its agents, servants, or employees in the construction of said work, or by or in consequence of any improper execution of the work or act of omission or use of inferior materials by said Principal, or his or its agents, servants, or employees; and shall protect and save the Government harmless from all suits and claims of infringement or alleged infringement of patent rights or processes, then this obligation shall be void. Otherwise this obligation shall remain in full force and effect.

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

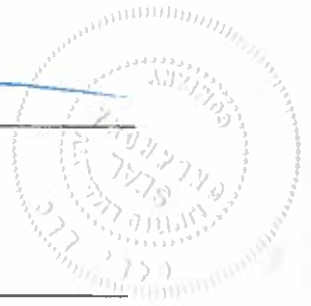
IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers; and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact,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

C4L, LLC

ATTEST:


Secretary

By 
Principal

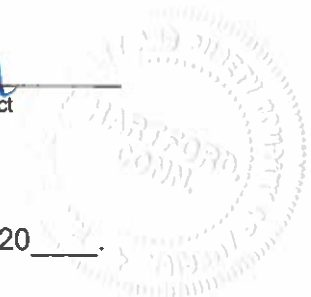


Travelers Casualty and Surety Company of America

ATTEST:


Secretary Becky Killman, Witness

By 
Surety Deborah L. Raper, Attorney-in-Fact



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

City Attorney

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, C4L, LLC, as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto the STATE OF OKLAHOMA in the sum of **Two-hundred four thousand three hundred fifty one dollars and zero cents (\$204,351.00)**, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 19th day of November, A.D., 2024.

The conditions of this obligation are such, that whereas, the above Bonded Principal C4L, LLC is the lowest and best bidder for the making of the following municipal work and improvements, viz:

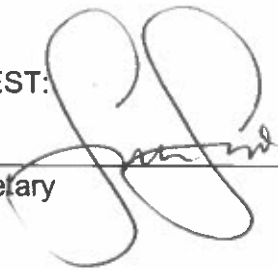
**PROPOSITION 3-C ANIMAL WELFARE SHELTER
CITY OF BETHANY, OKLAHOMA**

and has entered into a certain written contract with the CITY OF BETHANY on the 19th day of November, 2024, for the erection and construction of said work and improvement, in exact accordance with the bid of said Principal, and according to certain plans and specifications heretofore made, adopted and placed on file in the office of the City Clerk of the CITY OF BETHANY.

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

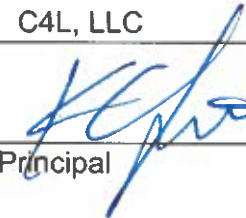
It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

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

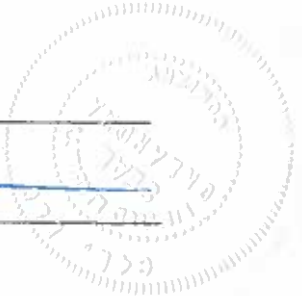
ATTEST:


Secretary

C4L, LLC

By 

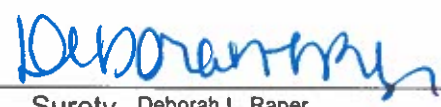
Principal



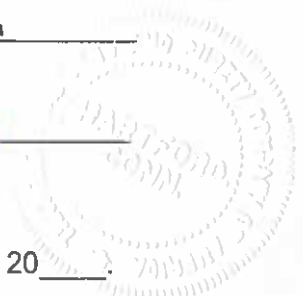
ATTEST:


Secretary Becky Killman, Witness

Travelers Casualty and Surety Company of America

By 

Surety Deborah L. Raper



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

City Attorney

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, C4L, LLC, as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto the CITY OF BETHANY of the State of Oklahoma, in the full and just sum of **Two-hundred four thousand three hundred fifty one dollars and zero cents (\$204,351.00)**, such sum being equal to the contract amount for a period of one (1) year and thereafter for a period of one (1) year for the sum of **Thirty thousand six hundred fifty two dollars and sixty five cents (\$30,652.65)**, such sum being not less than 15% of the contract price, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 19th day of November, A.D., 2024.

The conditions of this obligation are such, that whereas, said Principal, has a certain contract between C4L, LLC and the CITY OF BETHANY dated this 19th day of November, 2024, agreed to construct in the City of Bethany:

**PROPOSITION 3-C ANIMAL WELFARE SHELTER
CITY OF BETHANY, OKLAHOMA**

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

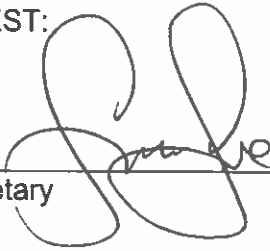
NOW, THEREFORE, if the said Principal shall pay or cause to be paid to the Authority all damage, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of **two (2) years** from and after acceptance of said project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

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

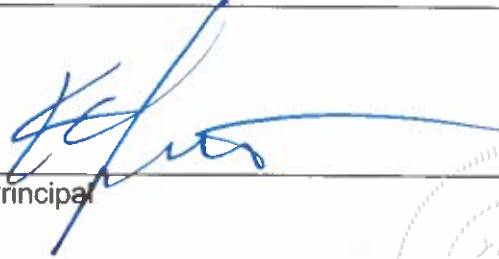
It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

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

ATTEST:


Secretary

C4L, LLC

By 
Principal

Travelers Casualty and Surety Company of America

ATTEST:


~~Secretary~~ Becky Killman, Witness

By 
Surety Deborah L. Raper, Attorney-in-Fact

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

City Attorney



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

POWER OF ATTORNEY

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

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



State of Connecticut

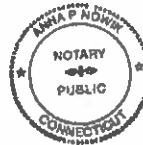
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

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

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

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




Anna P. Nowik, Notary Public

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

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

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

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

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

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

Dated this **19th** day of **November**, **2024**




Kevin E. Hughes, Assistant Secretary

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

BID TABULATION - OCTOBER 30, 2024
 BETHANY - PROP 3-C ANIMAL WELFARE SHELTER

Summary of Pay Quantities					Architects Estimate		C4L LLC	Tatco Construction LLC		
Item No.	Title	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	FURNISH AND INSTALL ANIMAL CONTROL ADDITION	BASE BID	1.00	LSUM	\$195,000.00	\$195,000.00	\$195,591.00	\$195,591.00		\$238,698.51
2	P.C. CONCRETE PAVING	ALTERNATE 1	73.00	SY	\$100.00	\$7,300.00	\$120.00	\$8,760.00		\$9,150.00
		Total Bid Price (Base Bid Plus Alternate No. 1):				\$202,300.00		\$204,351.00		\$247,848.51



C4LLLC0-01

AJOHNSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/11/2024

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

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

PRODUCER Rich & Cartmill, Inc. 9401 Cedar Lake Avenue Oklahoma City, OK 73114	CONTACT NAME: Amanda Johnson PHONE (A/C, No, Ext): (405) 418-8623 FAX (A/C, No): E-MAIL ADDRESS: ajohnson@rcins.com
INSURER(S) AFFORDING COVERAGE	
INSURED	NAIC #
C4L LLC PO Box 228 Edmond, OK 73083-0228	INSURER A : CENTRAL INSURANCE CO 20230 INSURER B : COMPSOURCE MUTUAL INS CO 36188 INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X		CLP869512313	10/22/2024	10/22/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP897986412	10/22/2024	10/22/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CXS869512413	10/22/2024	10/22/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 Pers/Advertisin \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	03285651242	10/22/2024	10/22/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Proposition 3-C Animal Welfare Shelter

CERTIFICATE HOLDER**CANCELLATION**

City of Bethany 6700 NW 36th Street Bethany, OK 73008	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

BETHANY CITY COUNCIL

From: Elizabeth Gray, City Manager
Date: November 19, 2024
Subject: Request Permission to Advertise for Bids for General Obligation Bond Proposition 1-D (Peniel from NW 39th to NW 42nd)

BACKGROUND

On August 23, 2022, citizens of Bethany passed General Obligation Bond, Proposition 1 that included Proposition 1-D (Peniel from NW 39th to NW 42nd)

On November 15, 2022, the City of Bethany entered into a contract for engineering and design services with TEIM Design.

TEIM Design now requests permission to advertise for bids.

RECOMMENDATION

1. Approve permission to advertise for bids for General Obligation Bond Proposition 1-D (Peniel from NW 39th to NW 42nd).



ADDITIONAL COMMENTS

The project will be funded by GO Bond Proposition 1.



TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

November 12, 2024

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

Re: Request Permission to Advertise for Bids the Pavement Improvement Project G.O. Bond Proposition 1-D (N. Peniel Ave. from NW 39th to NW 42nd)

Dear Ms. Gray,

We are requesting permission to advertise for bids the Pavement Improvement Project G.O. Bond Proposition 1-D (N. Peniel Ave. from NW 39th to NW 42nd).

The project schedule is as follows:

Advertise for bids on November 22 and December 3, 2024, in the Journal Record.
Mandatory Pre-bid meeting December 10, 2024, at 3:00 PM.
Open bids December 18th, 2024, at 3:00 PM.
City Council consider award January 7, 2025

Should you need additional information please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'S Manek', written in a cursive style.

Steve Manek, PE

Attachments: Project plans and specifications

SPECIFICATIONS

for

PAVEMENT IMPROVEMENT PROJECT

**G.O. BOND PROPOSITION 1-D
(N. PENIEL AVE. FROM NW 39TH TO NW 42ND)**

for the
**CITY OF BETHANY
OKLAHOMA**



BY:

**TEIM DESIGN, PLLC
3020 NW 149th Street
Oklahoma City, OK 73134
Telephone: (405) 752-1122**

TEIM Design, PLLC Project No. ET424.02

November 2024

APPROVAL SHEET

PAVEMENT IMPROVEMENT PROJECT

G.O. BOND PROPOSITION 1- D
(N. PENIEL AVE. FROM NW39TH TO NW 42ND)

CITY OF BETHANY, OKLAHOMA

SUBMITTED BY

TEIM DESIGN, PLLC

THIS 13th DAY OF November, 2024



Joshua M. Johnston, P.E.

NOTICE TO BIDDERS

Notice is hereby given that the City of Bethany will receive sealed bids in the **Office of the City Clerk, located at Bethany City Hall, 6700 N.W. 36th Street, Bethany, Oklahoma, 73008** until **3:00 p.m. on Wednesday the 18th day of December, 2024**, for the construction of:

PAVEMENT IMPROVEMENT PROJECT

**G.O. BOND PROPOSITION 1- D
(N. PENIEL AVE. FROM NW 39TH TO NW 42ND)**

CITY OF BETHANY, OKLAHOMA

Bids shall be made in accordance with the Notice to Bidders, Requirements for Bidders, Plans, Specifications, and Bidder's Proposal, which are on file and available for examination at the Office of the City Clerk and are made a part of this notice as fully set forth herein and copy of which may be obtained from TEIM Design, PLLC, 3020 Northwest 149th Street, Oklahoma City, Oklahoma 73134 upon deposit of **\$50.00 per set**, all of which will be retained. All bids shall remain on file at least ten (10) days thereafter before a contract shall be made and entered into thereon.

Bids shall also be made in accordance with the prevailing hourly rates of wages (if applicable) for this locality and project as determined by the Commissioner of Labor and filed with the Secretary of State, a copy of which prevailing hourly rate of wages is made a part of this notice by reference as though fully set forth herein.

Bids received more than twenty-four (24) hours, excluding Saturdays, Sundays, and holidays, before the time set for opening of bids, as well as bids received after the time set for opening of bids, will not be considered and will be returned unopened.

A cashier's check, a certified check, or a surety bond in the amount of five percent (5%) of the bid shall accompany the sealed proposal of each bidder.

The City of Bethany reserves the right to reject any or all bids. Bids will be opened at **3:00 p.m. on Wednesday the 18th day of December, 2024**, in the **City Hall Building, 6700 N.W. 36th Street, Bethany, Oklahoma 73008**.

A mandatory pre-bid conference will be held at the City Hall Building, 6700 NW 36th Street, Bethany, Oklahoma 73008 on Tuesday, December 10, 2024, at 3:00 p.m. Attendance at the pre-bid conference is mandatory.

City Clerk

TABLE OF CONTENTS

	PAGE NO.
Approval Sheet	AS-1
Notice to Bidders.....	NTB-1
Table of Contents.....	TC-1 - TC-2
General Provision	
Definition of Terms	GP-1 - GP3
Requirements for Bidders.....	GP-4 - GP-6
Award and Execution of Contract	GP-6 - GP-7
Scope of Work.....	GP-8
Control of the Work and Materials	GP-9 - GP-13
Legal Relation and Responsibility to the Public	GP-13 – GP20
Prosecution and Progress	GP-20 - GP-22
Payment.....	GP-23 - GP-24
Special Provisions	
General	SP-1
Project Duration.....	SP-1
Insurance	SP-1
Laws and Ordinances.....	SP-1
Testing	SP-1
Interpretation of Plans and Specifications.....	SP-2
Rights-of-Way.....	SP-2
Field Check of Existing Structures.....	SP-2
Protection of Public and Private Property	SP-3
Water.....	SP-3
Connections with Existing Pipelines	SP-3
Electric Service for Construction.....	SP-3
Qualification Requirements.....	SP-4
Project Location.....	SP-4
Quantity.....	SP-4
Amount.....	SP-4
Materials.....	SP-4
Basis of Payment	SP-4
Award of Contract.....	SP-4
Approval of Materials.....	SP-5
Installation of Equipment	SP-5
Operating Data and Procedures Information.....	SP-5
Guarantee	SP-6
Clean-Up	SP-6
Removal of Equipment	SP-6
Materials and Workmanship	SP-6 - SP-7
Removal of Defective and Unauthorized Work	SP-7
Correction of Work After Final Payment.....	SP-7
Measurement and Payment.....	SP-7

Wage Rates.....	SP-8
Pre-Bidding Inspection of Site	SP-8
Bid Rejection	SP-8
Retainage.....	SP-8
Remove and Replace Fences	SP-8
Barricades and Warning Signs	SP-8
Protection of Existing Structures.....	SP-9
Tree Removal.....	SP-9
Sub-Surface Conditions.....	SP-9
Layout of Work and Surveys.....	SP-9
Protection and Restoration of Property.....	SP-9-10
Supplemental Technical Specifications.....	SP-10
Traffic Control.....	SP-10
Contract and Bonds	
Contract.....	1 - 5
Construction Bond	CB-1 - CB-3
Maintenance Bond	MB-1 - MB-3
Statutory Bond.....	SB-1 - SB-2
List of Documents Required for this Bid	LD-1
Proposal Documents	
Bid Form.....	BF-1 - BF-3
Detailed Bid Form.....	DBF-1
Contractor's Affidavits and Certificates	
Bid Bond.....	BB-1
Anticollusion Affidavit.....	A-1
Affidavit of Surety	AOS-1
Business Relationships Affidavit.....	BRA-1
Certificate of Non-Discrimination	CND-1
Affidavit of Non-Boycotting of Energy Companies	AONBEC-1

ATTACHMENT – CONSTRUCTION PLANS

GENERAL PROVISIONS

GENERAL PROVISIONS

DEFINITION OF TERMS

2.01 - Definitions. Wherever the words, forms or phrases herein define, or pronouns used in their stead, occur in these specifications, in the contract or in the advertisement or any document or instrument herein contemplated or to which these specifications apply, the intent and meaning shall be interpreted as follows:

A.A.S.H.T.O. - The American Association of State Highway Transportation Officials.

ADVERTISEMENT - All of the legal publications pertaining to the work contemplated or under contract.

A.S.T.M. - The American Society for Testing Materials.

AWARD - The decision of the City to accept the proposal of the lowest and best bidder for the work, subject to the execution and approval of a satisfactory contract and the required bonds therefore specified or otherwise required by law.

BIDDER - Any person or persons, partnership, company, firm or corporation acting directly through a duly authorized representative submitting a proposal for the work contemplated.

CALENDER DAY - Any day of the year.

CITY - City of Bethany, Oklahoma, a Municipal Corporation, acting through its duly authorized representatives or agents.

CITY AUDITOR - The City Auditor of the City or their duly authorized assistants or agents.

CITY BUILDING DEPARTMENT - The City Building Department.

CITY CLERK - The City Clerk of the City, or their duly authorized assistants or agents.

CITY MANAGER - The Manager of the City.

CITY TREASURER - The City Treasurer of the City, or their duly authorized assistants or agents.

CONSTRUCTION BOND - The approved form of security furnished by the Contractor and his surety as a guarantee of good faith on the part of the contractor to execute the work in accordance with the plans, specifications and terms of the contract.

CONTRACT - The written agreement covering the performance of the work. The contract includes the Advertisement and Notice to the Contractors, Proposals, Bonds, Specifications, including special Provisions, plans or working drawings and any supplemental agreements pertaining to the work or materials therefor.

CONTRACTOR - The persons or persons, partnership, company, firm or corporation entering into contract for the execution of the work acting directly through a duly authorized representative.

COUNCIL - The Council of the City.

DEVELOPER - The owner of a tract of land that has been subdivided into lots, blocks, streets, and alleys having street improvements made in accordance with these specifications by private contract.

DIRECTOR OF PUBLIC WORKS - The person acting within the scope of duly delegated authority.

ENGINEER - City Engineer or his duly authorized agents acting severally within the scope of the particular duties entrusted to them.

EXTRA WORK - Any work performed by the Contractor not provided for by the plans.

FURNISH - To supply.

MAINTENANCE BOND - The approved form of security furnished by the Contractor and his surety as a guarantee that he will maintain the work constructed by him, against any failure due to defective material or workmanship.

MAJOR PAY ITEM - Any item having an original contract value in excess of 10 percent of the original contract amount shall be considered as a major item or items. All other items shall be considered minor items.

MAYOR - The Mayor of the City and Chairman of the City of Bethany Works Authority.

MOBILIZATION - Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of all offices, buildings, and other facilities necessary for work on the project; and for all other work and operations which must be performed, or costs incurred, prior to beginning work on the various items on the project site. Payment for same will be made as provided for in the Special Provisions.

MUNICIPAL COUNSELOR - The Municipal Attorney of the City or his duly authorized assistants or agents.

OWNER - The owner is that person or agency contracting for the proposed improvements.

PLAN OR PLANS - All of the drawings pertaining to the contract and made a part thereof, including such supplemental drawings as the Engineer may issue from time to time, in order to elucidate other drawings or for the purpose of showing changes in the work as authorized under the Section, "Changes and Alterations", or for showing details not shown thereon.

PROPOSAL - The written statement or statements duly filed with the City Clerk or the person or persons, partnership, company, firm or corporation proposing to do the work contemplated.

PROPOSAL FORM - The approved form on which the formal bids for the work are to be prepared and submitted.

PROPOSAL GUARANTY - The security, designated in the "proposal form" and in the Advertisement, to be furnished by the bidder as a guarantee of good faith to enter into a contract with the City and to execute the required bonds for the work contemplated after the work is awarded to him and as liquidated damages in event of failure to do so.

PROVIDE - To furnish and erect or install.

SPECIAL PROVISIONS - The special clauses setting forth conditions or requirements peculiar to the specific project involved, supplementing the Standard Specifications and taking precedent over any conditions or requirements of the Standard Specifications with which they are in conflict.

SPECIFICATIONS - The directions, provisions and requirements contained herein, together with the "Special Provisions" supplemental hereto, pertaining to the method and manner of performing the work or to the kinds, quantities or qualities of materials to be furnished under the contract and methods of measurement and basis of payment.

STATUTORY BOND - The approved form of Surety furnished by the Contractor and his Surety as a guarantee that he will pay, in full, all bills and accounts for material and labor used in the construction of the work, as provided by law.

SUBSTANTIAL COMPLETION - The term "substantial completion" means that the work, structure, or facility has been made suitable for occupancy or use, and is in condition to serve its intended purpose, but may require minor miscellaneous work or adjustment.

SURETY OR SURETIES - The Corporate body which is bound by such bonds as are required with and for the Contractor and engages to be responsible for the entire and satisfactory fulfillment of the contract and for any and all requirements as set out in the specifications, contract or plans.

THE WORK - All construction activities included within the scope of the plans and specifications, including the furnishing of labor, materials, tools, equipment and incidentals, to be performed by the Contractor under the terms of the contract.

WORKING DAY - Any day, other than a legal holiday, Saturday or Sunday, on which the approximate normal working forces of the Contractor may proceed with regular work in a manner satisfactory to the Engineer for at least six (6) hours, toward completion of the work, unless work is suspended for causes beyond the Contractor's control, provided that Saturdays, Sundays, and legal holidays on which the Contractor's forces do engage in regular work will be considered as working days. A weekly schedule of working days charged to the job shall be submitted to the Engineer for his concurrence.

REQUIREMENTS FOR BIDDERS

2.02 - Requirements. The items noted in this section apply to and become part of the terms and conditions of the Proposal and Detailed Proposal as though they were included in their entirety. Any exceptions must be in writing.

2.03 - Content of Proposal Forms. Bids must be submitted on the Proposal Form and Detailed Proposal Form as appropriate. Said forms will be provided by the City and will state the general location and description of the contemplated work and will contain a list of the items of work to be done or materials to be furnished and upon which bid prices are asked. The Proposal Form will state the time limits for commencing and for completing the work and will provide for entering the amount of the proposal guaranty. The proposal form will contain a non-collusion affidavit.

2.04 - Interpretation of Plans and Specifications. If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications or other proposed contract documents, he may submit to the Engineer a written request for an interpretation thereof. The person submitting such request will be responsible for its prompt delivery. An interpretation of the proposed documents will be made only by Addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The City will not be responsible for any other explanations or interpretations of the proposed documents.

2.05 - Examination of Documents and Site of the Work. Bidders are advised that the plans and specifications of the Engineer on file with the City Clerk shall constitute all the information which the City will furnish. No other information given by the City or any official thereof prior to the execution of the contract shall ever become a part of or change the contract, plans or specifications or be binding on the City. Bidders are required, prior to submitting any proposal, to read carefully the specifications, the proposal, contract and bond forms; to examine carefully all estimates officially opened for examination and all plans on file with the City Clerk; to visit the site of the work; to examine carefully local conditions; to inform themselves by their independent research of the difficulties to be encountered and judge for themselves the accessibility of the work and all attending circumstances affecting the cost of doing the work or the time required for its completion and obtain all information required to make an intelligent proposal. It is mutually agreed that submission of a proposal will be evidence that the bidder has made the examination and investigations required herein.

2.06 - Preparation and Filing of Proposal. Bids and affidavits must be made in duplicate and filed in sealed envelopes within the time limit for receiving proposals, as stated in the Notice to Bidders, which envelopes shall bear a legible notation thereon "PROPOSAL" and the name of the project. The copies shall be filed with the City Clerk in the Municipal Building or as directed by the Notice to Bidders. All blank spaces in the proposal forms shall be correctly filled in and the bidder shall state the prices, typewritten or written in ink, both in words and numerals, for which he proposes to do the work contemplated or furnish the materials required. All prices shall be distinct and legible. In cases of conflict between the Proposal and Detailed Proposal, the unit prices specified on the Detailed Proposal shall govern.

If the proposal is submitted by an individual, his name must be signed by him or his duly authorized agent and his post office address given. If the proposal is submitted by a firm or partnership, the name and post office address of each member must be given and the proposal signed by a member of the firm or partnership as a person duly authorized. If the proposal is

made by a company or corporation, the company or corporate name and the State under the laws of which said company or corporation is chartered and the business address must be given and the proposal signed by an official or agent duly authorized. Powers of Attorney, authorizing agents or others to sign proposals must be properly certified and must be in writing and on file with the City Clerk.

2.07 - Proposal Affidavit. The bidder must execute the sworn statement found on the Proposal that the person signing the Proposal executed said Proposal in behalf of the bidder therein named and that he had lawful authority to do so, and that said bidder has not directly or indirectly entered into any agreement, express or implied, with any other bidder or bidders having for its object the controlling of the amount of such bid or any bids, the limiting of the bids or bidders, the parceling or farming out to any bidder or bidders or other persons of any part of the contract or any bid or the subject matter of the bid or of the profits thereof, and that he has not and will not divulge said sealed bid to any person whomever except those having a partnership or other financial interest with him in said bid, until after the said sealed bids are opened.

2.08 - Proposal Guaranty. Proposals will not be considered unless the original filed with the City Clerk is accompanied by a bidder's bond or certified or cashier's check in the required amount, made payable to the Treasurer of the City. The proposal guaranty shall be in the amount of five (5) percent of the total amount of the bid unless otherwise provided in the Advertisement or Special Provisions. The proposal guaranty is required as evidence of good faith and as a guarantee that if awarded the contract, the bidder will execute the contract and furnish the required bonds within the required time and as liquidated damages in event of failure to do so.

2.09 - Withdrawal of Proposals. Any bidder upon his or his authorized representative's written request, or by telegram to the City Clerk will be given permission to withdraw his proposal not later than the time set for opening thereof. After other proposals are opened and read, the proposal for which withdrawal is requested in a timely manner will be returned unopened.

2.10 - Opening of Proposals. The proposals filed with the City Clerk will be opened at the time stated in the advertisement and shall thereafter remain on file in the office of said City Clerk for 48 hours before any contract will be entered into, based on such proposal.

2.11 - Irregular Proposals. Any bid proposal that shows any omission, alteration of form, addition or condition not called for in any unauthorized bid proposal shall be deemed irregular; however, the City reserves the right to waive technicalities and make the award in the best interest of the City.

2.12 - Rejection of Proposals. The City reserves the right to reject any or all proposals and all proposals submitted are subject to this reservation. Proposal may be rejected for any of the following specific reasons:

- A. Proposals received before or after the time limit for receiving proposals as stated in the advertisement.
- B. Proposal prices obviously unbalanced.
- C. Total proposal price above the Engineer's estimate of total cost.
- D. Proposals that are incomplete insofar as the Non-Collusion Affidavit, required signatures, or containing any material irregularities.

- E. Failure to submit Proposal Guaranty.
- F. Bidder not pre-qualified unless pre-qualification is waived by the City of Bethany.
- G. Any other irregularity.
- H. Any bidder not pre-qualified with the City of Oklahoma City.

2.13 - Disqualification of Bidder. Bidders may be disqualified and their proposals not considered for any of the following specific reasons:

- A. Where more than one proposal for an individual, firm, partnership, or corporation is filed under the same or different names and where such proposals are not identical in every respect.
- B. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated or materials to be furnished.
- C. Reason for believing that collusion exists among the bidders.
- D. The bidder being in arrears on any existing contracts, interested in any litigation against the City or having defaulted on a previous contract.
- E. Lack of competency, as revealed by the financial statement, experience and equipment questionnaires, etc.
- F. Uncompleted work which, in the judgment of the City, will hinder or prevent the prompt completion of additional work, if awarded.
- G. Any other matter which comes to the attention of the City which, in the sole discretion of the City, would cast reasonable doubt upon bidder's ability to perform the contract.
- H. Any bidder not pre-qualified with the City of Oklahoma City.

AWARD AND EXECUTION OF CONTRACT

2.14 - Consideration of Proposals. After the proposals are opened, those proposals containing unit prices will be tabulated for comparison on the basis of the quantities shown in the approximated estimate. Until the final award of the contract, the City reserves the right to reject any or all proposals, to waive technicalities and to advertise for new proposals or proceed to do the work otherwise when the best interests of the City will be promoted thereby.

2.15 - Award of Contract. The City reserves the right to withhold the award of the contract for a period of time not to exceed thirty (30) days unless mutually agreed upon from the date of opening the proposals and no award will be made until the necessary investigations are made as to the responsibility of the low bidder. The low bidder must submit a financial statement. The awarding of the contract shall give the bidder no right of action or claim against the City upon such contract until the execution of the contract shall have been completed and the contract delivered to the Contractor.

2.16 - Return of Proposal Guaranty. As soon as the proposal prices have been compared, the City may, at its discretion, return the proposal quantities accompanying proposals which in its judgment would not be considered in making the award. Should the awarding of the contract be delayed more than thirty (30) days, all bidders' checks will be returned unless such delay is from causes beyond the control of the City, and in such event the proposal and bidder's check, of any bidder, will be returned at the bidder's option.

2.17 - Surety Bonds. With the execution and delivery of the contract, the Contractors shall furnish and file with the City in the amounts herein required, the following surety bonds:

- A. A good and sufficient Construction Bond in an amount equal to one hundred (100) percent of the approximate total amount of the contract, guaranteeing the full and faithful execution of the work and performance of the contract.
- B. A good and sufficient Statutory Bond in an amount equal to one hundred (100) percent of the approximate total amount of the contract, guaranteeing payment for all labor, materials, and equipment used in the construction of the improvement.
- C. A good and sufficient Maintenance Bond will be required for a period of **two (2) years** for all improvements from the date of final acceptance of the project(s) by the City. Said bond shall be in the sum as stated on the Maintenance Bond Form.

All bonds shall be acceptable to the Owner. All bonds shall be made on forms furnished by the City and shall be executed by surety companies licensed to do business in the state of Oklahoma and conforming to the requirements of the City and acceptable to the City of Bethany. Each bond shall be executed by the Contractor and the Surety.

2.18 - Execution of Contract. The person or persons, partnership, company, firm or corporation to whom a contract is awarded shall within seven (7) days after such award sign the necessary agreements entering into the required contract with the City and execute and deliver the required bonds.

No contract shall be binding on the City until it has been approved by the City Attorney, executed by the City of Bethany and delivered to the Contractor.

2.19 - Failure to Execute Contract. Upon failure of the bidder to execute the required bonds or to sign the required contract within seven (7) days after the contract is awarded, he will be considered to have abandoned his proposal and the City may annul the award. By reason of the uncertainty of market prices of the materials and labor and it being impracticable and extremely difficult to fix the amount of damages to which the City would be put by reason of said bidder's failure to execute said bonds and contract within seven (7) days, the proposal

guaranty accompanying the proposal shall be an agreed amount of damages which the City will suffer by reason of such failure on the part of the bidder and shall thereupon be retained by the City as liquidated damage. The filing of a proposal will be considered as an acceptance of this provision.

SCOPE OF WORK

2.20 - Intent of Plans and Specifications. The intent of the plans and specifications is to prescribe a complete scope of work or improvement which the Contractor undertakes to do, in full compliance with the plans, specifications, special provisions, proposal and contract. The Contractor shall furnish all labor, materials, tools, equipment and incidentals necessary to the prosecution of the work, unless otherwise specified.

2.21 - Design, Drawing and Instructions. It is agreed that the Owner will be responsible for the adequacy of design and sufficiency of the Drawings and Specifications. The Owner, through the Engineer, or the Engineer and the Owner's representative, shall furnish drawings and specifications which adequately represent the requirements of the work to be performed under the Contract. All such drawings and instructions shall be consistent with the Contract Documents and shall be true developments thereof. Drawings and specifications which adequately represent the work to be done shall be furnished prior to the time of entering into the Contract. The Engineer may, during the life of the Contract, issue additional instructions, by means of drawings or other media, necessary to clarify the work or illustrate changes in the work.

2.22 - Special Provisions. Should any work or any conditions which are not thoroughly or satisfactorily stipulated or covered by the general or standard specifications be anticipated on any proposed work, "Special Provisions" for such work may be prepared and shall be considered as a part of the specifications and contract.

2.23 - Increased or Decreased Quantities of Work. Where the quantity of a major pay item in this contract is an estimated quantity and where the actual quantity of such pay item varies more than fifteen percent (15%) above or below the estimated quantity stated in this contract, as it may hereafter be modified, an equitable adjustment in the contract unit price shall be made upon demand of either party. If the quantity variation is such as to cause an increase or decrease in the time necessary for completion, the contract shall be increased or decreased on a basis commensurate with the amount and difficulty of the modified work.

2.24 - Alterations of Plans and Specifications. The City reserves the right to make such changes in the plans and in the character of the work as may be necessary or desirable to insure completion of the work in the most satisfactory manner, provided such changes do not materially alter the original plans and specifications or change the general nature of the work as a whole. Such changes shall not be considered as waiving or invalidating any condition or provision of the contract.

2.25 - Extra Work. When any work is necessary to the proper completion of the project for which no prices are provided in the proposal or contract, the Contractor shall do such work, but only when and as ordered in writing by the Engineer and with the prior approval of the City of Bethany.

Payment of extra work will be made as hereinafter provided.

2.26 - Final Cleaning Up. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall clean and remove from the site of the work surplus and discarded materials, temporary structures, stumps or portions of trees, and debris of any kind. He shall leave the site of the work in a neat and orderly condition. Waste materials removed from the site of the work shall be disposed of at locations satisfactory to the Engineer.

CONTROL OF THE WORK AND MATERIALS

2.27 - Authority of Engineer. The Engineer shall perform technical inspection of the work. He has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract. He shall also have authority to reject all work and materials which do not conform to the Contract and to decide questions which arise in the execution of the work.

2.28 - Detail Shop and Working Drawings Furnished by Contractor. The Contractor shall submit to the Engineer for approval, such additional shop and working drawings of structures or equipment as may be required, and prior to the approval of such drawings by the Engineer, any work done or materials ordered shall be at the Contractor's risk. The contract price shall include the cost of furnishing such drawings.

2.29 - Conformity with Plans. Allowable Deviations. All work shall conform to the lines, grades, cross-sections and dimensions accomplished by change orders prepared by the Engineer. All change orders shall be in writing, and shall, except in case of emergency, be approved by the City of Bethany before the work is commenced. Where an actual emergency exists, wherein the delay caused by submitting the change order to the City of Bethany for approval would jeopardize the interest of the City or the public, the Engineer may approve the change order in writing. However, change orders approved by the engineer under the circumstances outlined above shall be submitted to the City for consideration at its next regular meeting.

- A. Change orders submitted to the City of Bethany for approval shall bear the approval of the Engineer and shall be prepared in three copies, distributed as follows:
1. One (1) copy to the City;
 2. One (1) copy of the Contractor;
 3. One (1) copy to the Engineer.
- B. Change orders shall include the following:
1. Complete detail of the work contemplated.
 2. Estimated cost of the work as originally planned and as contemplated by the Change Order.
 3. Complete justification.
 4. Statement as to whether the prices shown are contract bid prices or agreed prices.
 5. Statement by the Contractor that he is willing to perform the work at the prices shown.
 6. Increase or decrease in contract working time.

2.30 - Changed Conditions. Should the Contractor encounter or the Engineer discover during the progress of the work subsurface or latent physical conditions at the site differing materially from those indicated in this contract or unknown physical conditions at the site, of any unusual

nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract, the Engineer shall be promptly notified in writing of such conditions before they are disturbed, or when discovered by the City, the Contractor shall be notified in writing of such conditions.

The Engineer will thereupon promptly investigate the conditions and if he finds they do so materially differ and cause an increase or decrease in the cost of, or the time required for performance of the contract, an equitable adjustment will be made and the contract modified in writing accordingly.

2.31 - Coordination of Plans, Specifications, Proposal and Special Provisions. The plans, these specifications, the proposal, Special Provisions, and all supplementary documents are intended to describe a complete scope of work and are essential parts of the contract. All requirements occurring in any of them are binding. In case of discrepancies, figured dimensions shall govern over scaled dimensions; plans shall govern over specifications; Special Provisions shall govern over both General and Standard Specifications; and the plans and quantities shown on the plans shall govern over those shown in the proposal. In the event the Contractor or Engineer discovers any apparent error or discrepancy, he shall immediately call such error or discrepancy to the attention of the other.

2.32 - Cooperation of Contractor. Six sets of plans and specifications will be furnished the Contractor. The Contractor shall have a set of plans and specifications available at all points where a separate construction crew is working.

The Contractor shall give to the work the consistent attention necessary to facilitate the program thereof, and he shall cooperate with the Engineer and his inspectors and with other contractors in every way possible. The Contractor shall provide a competent Superintendent on the work at all times who is fully authorized as his agent on the work. Such Superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the Engineer or his representative.

The Contractor and his Superintendent shall provide all reasonable facilities to enable the Engineer and his inspectors to inspect the workmanship and materials entering into the work.

2.33 - Cooperation of Engineer. The Engineer shall give to the work the consistent attention necessary to facilitate the program thereof, and he shall cooperate with the Contractor and his Superintendents and with other contractors in every way possible. The Owner shall provide a competent Inspector available at all times who is fully authorized as his agent on the work. Such Inspector shall be capable of reading and thoroughly understanding the plans and specifications.

2.34 - Construction Stakes. The Engineer will furnish the Contractor with control points for each line; however the Contractor shall be responsible for establishing all lines, grades, and measurements necessary to the proper prosecution and control of the work contracted for under these specifications. Such control points as the Engineer may set for either his own or the Contractor's guidance shall be scrupulously preserved by the Contractor. In case of negligence on the part of the Contractor or his employees resulting in the destruction of such control points, an amount equal to the cost of replacing the same may be invoiced to the Contractor at the option of the Engineer.

2.35 - Source of Supply and Quality of Materials. The Contractor shall not start delivery of materials until the Engineer has approved the source of supply. Only materials conforming to the requirements of these specifications shall be used in the work and such materials shall be used only after written approval has been given by the Engineer and only so long as the quality of said material remains equal to the requirements of the specifications. The Contractor shall furnish approved materials from other sources, if, for any reason, the product from any source at any time before commencing or during the prosecution of the work proves unacceptable. After approval, any material which has become mixed with or coated by dirt or any other foreign substance during its delivery and handling shall not be used in the work.

2.36 - Samples and Tests of Materials. Where, in the opinion of the Engineer or called for in the specifications, tests of materials are necessary, such tests shall be made by, and at the expense of the City, unless otherwise provided. Tests, unless otherwise specified, are to be made in accordance with the latest standard methods of the American Society for Testing Materials. The Contractor shall provide such facilities as the Engineer may require for collecting and forwarding samples and shall not use the materials represented by the samples until tests have been made and approved by the designated Engineer or testing laboratory. The Contractor in all cases shall furnish the required samples without charge. All tests shall be made by a laboratory designated by the City.

In all cases where the Engineer orders tests or inspections to be made by a testing laboratory, the costs of the tests shall be borne by the Owner, except as otherwise provided herein.

Testing shall be done only on written order of the Engineer on test order forms provided by the City; unless otherwise provided. Nothing in these specifications shall be construed as requiring a specific number of tests to be made; the minimum schedule of satisfactory tests, listed herein, will be furnished by the Engineer and performed by a testing laboratory designated by the City.

The reference made herein to the A.S.T.M. and A.A.S.H.T.O. are to establish a standard for quality of material, and shall not be construed as requiring tests for compliance with these specifications except on the written order of the Engineer as provided above.

A satisfactory test is defined as being a test which shows that the quality of the materials or workmanship meets the requirements of the specifications. Where tests reveal that the quality of the materials or workmanship does not meet the requirements of the specifications, additional tests shall be made as directed by the Engineer until the number of satisfactory tests called for in the schedule have been made. The reports of the tests shall constitute the evidence referred to above.

The Engineer may order tests in addition to the number provided for in the schedule to be made if, in his opinion, such additional tests are necessary. The cost of all tests ordered, in addition to the number of satisfactory tests provided for in the schedule, which show that the materials or workmanship conform to the specifications shall be paid for by the Owner.

All such tests which reveal that the materials or workmanship do not conform to the specifications shall be paid for by the Contractor.

2.37 - Storage of Materials. Materials shall be stored so as to insure the preservation of their quality and fitness for the work. Stored materials shall be located so as to facilitate prompt inspection.

2.38 - Inspection. The Contractor shall furnish the Engineer with every reasonable facility for ascertaining whether or not the work as performed is in accordance with the requirements and intent of the plans and specifications. If the Engineer requires, the Contractor shall at any time before acceptance of the work, remove and uncover such portions of the finished work as may be directed, for inspection. After inspection, the Contractor shall restore said portion of the work to the condition required by the specifications.

Should the work thus exposed on examination prove acceptable, the cost of uncovering or removing and replacing of the covering, or making good the parts removed will be paid for as "Extra Work". Should the work so exposed or examined prove unacceptable, the cost of covering or removing and the placing of the coverage, or making good of the parts removed shall be at the Contractor's expense, provided that where ample notice of the intention to complete or cover up the work was not given by the Contractor to the Engineer, then the cost of the uncovering or removing and the replacing of the covering, or making good of the parts removed shall be borne by the Contractor regardless of whether or not the work examined proved acceptable or unacceptable. Any work done or material used without suitable supervision or inspection by the Engineer may be ordered removed and replaced at the Contractor's expense.

2.39 - Removal of Defective and Unauthorized Work. All work which has been rejected or condemned shall be repaired, or, if it cannot be satisfactorily repaired, it shall be removed and replaced at the Contractor's expense. Defective materials shall be removed immediately from the site of the work.

Work done without lines and grades having been given; work done beyond the lines or not in conformity with the grades shown on the plans or as given, save as herein provided; work done without proper inspection or any extra or unclassified work done without written authority and prior agreement in writing as to prices, will be done at the Contractor's risk and will be considered unauthorized, and, at the option of the Engineer, may not be measured and paid for and may be ordered removed at the Contractor's expense.

Upon the failure of the Contractor to satisfactorily repair or to remove and replace, if so directed, any rejected, unauthorized or condemned work or materials immediately after receiving notice from the Engineer, the Engineer shall, after giving written notice to the Contractor, have the authority to cause defective work to be remedied or removed and replaced or to cause unauthorized work to be removed and to deduct the cost thereof from any compensation due or to become due to the Contractor. If the Engineer and City deem it in-expedient to correct work injured or done not in accordance with the contract, an equitable deduction from the contract price shall be made therefor.

2.40 - Correction of Work After Final Payment. Neither the final certificate nor payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of substantial completion. The City shall give notice of observed defects with reasonable promptness.

2.41 - Final Inspection. The Engineer shall make final inspection of all work included in the contract or any portion thereof.

LEGAL RELATION AND RESPONSIBILITY TO THE PUBLIC

2.42 - Laws to be Observed. The Contractor shall keep fully informed of all Federal and State Laws, all local laws, ordinances, safety codes, regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, safety codes, regulations, orders, and decrees; and shall protect and indemnify the City and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, safety code, regulation, order, or decree, whether by himself or by his employees.

2.43 - Permits and Licenses. The Contractor shall procure all permits and licenses, pay all charges or fees, and give all notices necessary for the lawful prosecution of the work. When the Contractor has filed a contract with the City, the City agrees to waive all incidental permits and fees.

2.44 - Patented Devices, Materials and Processes. If the Contractor is required or desires to use any design, device, material, or process covered by letters, patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner.

2.45 - Sanitary Provisions. All sanitary laws and regulations of the City and of the state of Oklahoma shall be strictly complied with.

2.46 - Public Convenience and Safety. Materials stored about the work shall be so placed and the work shall at all times be so conducted as to cause no greater obstruction of the traveling public than is considered necessary by the Engineer. Detours and routes are to be furnished by the City, or such will be set forth in proposal as a bid item. Sidewalks must not be obstructed unless by special permission of the Engineer. Neither the materials excavated nor the construction materials or plant used in the construction of the work shall be placed so as to endanger the work or prevent free access to all fire hydrants; water valves; gas valves; manholes for electric, telephone, telegraph, or traffic signal conduits, sewers; or fire alarm or police call boxes in the vicinity. The City reserves the right to remedy any neglect on the part of the Contractor as regards the public convenience and safety which may come to its attention, after twenty-four (24) hours notice in writing to the Contractor, save in cases of emergency when it shall have the right to remedy any neglect without notice and in either case, the cost of such work done by the City shall be deducted from moneys due or to become due the Contractor. The Contractor shall notify the Fire Department headquarters when any street is closed or obstructed and when directed by the Engineer shall keep any street or streets in condition for unobstructed use by fire apparatus.

When the Contractor is required to construct temporary culverts or bridges or make other arrangements for crossing over ditches or streams, his responsibility for accidents shall include the roadway approaches as well as the structures of such crossings.

2.47 - Privileges of Contractor in Streets, Alleys, or Rights-of-way. For the performance of the contract, the Contractor will be permitted to occupy such portions of streets or alleys, other public places or other rights-of-way as provided for in the ordinances of the City, as shown on the plans or as permitted by the Engineer. A reasonable amount of tools, materials and equipment for construction may be stored in such space but not more than is necessary to avoid delay in the construction. Excavated and waste materials shall be piled or stacked in such a way as not to interfere with space that may be designated to be left free and unobstructed, nor

inconvenience occupants of adjoining property. Other contractors of the City may, for all purposes required by their contracts, enter upon the work and premises used by the Contractor and the Contractor shall give to other contractors of the City, all reasonable facilities and assistance for the completion of the adjoining work. Any additional grounds desired by the Contractor for his use shall be provided by him at his own expense.

2.48 - Railway Crossings. When the work encroaches upon the right-of-way of any railway, the City will secure for the Contractor all the necessary contracts, easement, or authority to enter upon such right-of-way for the prosecution and completion of the work. Where railway tracks are to be crossed, the railway company, if it elects to do so, will construct the necessary bridges, trestles, cribs, or other structures for the safe operation of trains or cars across any excavation during the time of construction of the work, and the cost of construction of such bridges, trestles, cribs, or other structures shall be paid to the railway company by the Contractor. The price shall be the stated allowance as shown in the bid proposal. The Contractor shall take such special precautions for the safety of the work and the traveling public as may be necessary by sheeting, bracing, and thoroughly supporting the sides of any excavation and supporting and protecting any adjacent structures.

2.49 - Protection of the Public and of the Work. The Contractor shall continuously maintain reasonable protection of all work from damage, and shall take all reasonable precautions to protect the Owner's property from injury or loss arising in connection with this Contract. He shall make good any damage, injury or loss to his work and to the property of the Owner resulting from lack of reasonable protective precautions, except such as may be due to errors in the Contract Documents or caused by agents or employees of the Owner. He shall reasonably protect adjacent private and public property as required by Law and the Contract Documents.

The Contractor will be held responsible for all damage to the work due to failure of barricades, signs, light, and watchmen to protect it, and whenever evidence of such damage is found prior to acceptance, the Engineer may order the damaged portion immediately removed and replaced by the Contractor at his expense, if, in the opinion of the Engineer, such action is justified. The Contractor's responsibility of the maintenance of barricades, signs, and lights and for providing watchmen shall not cease until the project shall have been accepted by the City.

2.50 - Use of Explosives. Should the Contractor elect to use explosives to loosen rock or for any other purpose in the prosecution of the work, he shall obtain the required permits and the written permission of the Engineer before any blasting is done, but neither the issuance of said permits, the granting of said permission nor any other act, requirements, or condition contained in these specifications, nor any order, direction, or approval given by the Engineer or any other official or employee of the City shall be construed as requiring or directing the use of any explosive or as accepting any liability for any injury or damage to persons or property resulting from such usage. No blasting shall be done unless an Inspector is present and the Contractor shall notify the City Building Department when he is ready to begin any blasting work.

All necessary precautions shall be taken by the Contractor as required by the ordinances of the City or the laws of the state of Oklahoma relative to blasting and the necessary provisions shall be made for the protection of the new work and all blasting shall be so conducted as not to endanger persons or property. Only sufficient quantity of explosives necessary for the immediate day's work shall be kept on hand by the Contractor. Storage of caps, exploders, and explosives shall be done strictly in compliance with the orders of the Engineer and the ordinances of the City.

The Contractor shall be responsible for and shall make good any damage caused by blasting or accidental explosions.

The Contractor shall notify the proper representatives of any public service corporation not less than eight (8) hours in advance of any blasting which might cause damage to their property along or adjacent to the work. Wherever explosives are stored, they shall be kept in a safe, secure manner and all storage places shall be plainly marked "Dangerous Explosives", and shall be under the care of a competent watchman at all times.

2.51 - Protection and Restoration of Property. The Contractor shall not enter upon private property for any purpose without first obtaining permission and he shall be responsible for the preservation of and shall use every precaution necessary to prevent damage to all trees, fences, culverts, bridges, pavement driveways, sidewalks, etc., to all water, sewer, gas, or electric lines or appurtenances thereof and to all other public or private property along or adjacent to the work. The Contractor shall notify the proper representatives of any public service corporation, any company, or any individual not less than twenty-four (24) hours in advance of any work which might damage or interfere with the operation of their or his property, along or adjacent to the work. When and where any direct or indirect damage or injury is done to public or private property on account of any act, omission, neglect, or misconduct in the execution of the work or in consequence of the non-execution thereof on the part of the Contractor, he shall restore at his expense such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed or he shall make good such damage or injury in an acceptable manner.

In case of the failure on the part of the Contractor to restore such property or make good such damage or injury, the Engineer may, upon forty-eight (48) hours written notice, under ordinary circumstances, and without notice when a nuisance or hazardous condition results, proceed to repair, rebuild or otherwise restore such property as may be determined necessary and the cost thereof will be deducted from any moneys due or to become due the Contractor under his contract.

2.52 - Protection and Preservation of Land Monuments and Property-Line Marks. The Contractor shall protect carefully from disturbance or damage all land monuments and iron pins or other markers which establish property or street lines, provided that where such monuments or markers must, of necessity, be disturbed or removed in the performance of the contract, the Contractor shall first give ample notice to the Engineer, so that he may witness or reference in such monuments or markers. Should the Contractor disturb, remove or damage any established land monument or property or street-line mark without first giving the Engineer ample notice, the Engineer may, at his option, deduct the cost of re-establishing such monuments or markers from any moneys due or to become due the Contractor.

2.53 - Responsibility for Damage Claims. The Contractor and his surety shall defend, indemnify, and save harmless the City and/or City and all its officers, agents, and employees from all suits, actions, or claims of any character, name and description brought for, or on account of any injuries or damages received or sustained by any person or persons or property by or from the said Contractor or his employees or by or in consequence of any negligence in safeguarding the work or through the use of unacceptable materials in constructing the work or by or on account of any act or omission, neglect, or misconduct of the said Contractor, or by or on account of any claim or amounts, or from any claims or amounts arising or recovered under the Workmen's Compensation Law, or any other law, ordinance, order, or decree, and so much of the money due the said Contractor under and by virtue of his contract as shall be considered

necessary by the City may be retained for the use of the City or in case no money is due, his surety shall be held until such suits or suit, action or actions, claim or claims for injury or damage as aforesaid shall have been finally settled and satisfactory evidence to that effect furnished to the City.

2.54 - Contractor's Claim for Damages. Should the Contractor claim compensation for any alleged damage by reason of the acts or omissions of the City, he shall within ten (10) days after the sustaining of such damage, make a written statement to the Engineer setting out in detail the nature of the alleged damage. On or before the 25th day of the month succeeding that in which any such damage is claimed to have been sustained, the Contractor shall file with the Engineer an itemized statement of the details and amount of such damage and upon request shall give the Engineer access to all books of account, receipts, vouchers, bills of lading, and other books or papers containing any evidence as to the amount of such damage. Unless such statement shall be filed as thus required, the Contractor's claim for compensation shall be waived and he shall not be entitled to payment on account of any such damage.

2.55 - Public Utilities and Public Property to be Changed. In case it is necessary to change or move the property of any owner of a public utility, such owner will, upon proper application by the Contractor, be notified by the Engineer to change or move such property within a specified time, and the Contractor shall not interfere with such property until ordered so to do by the Engineer. The right is reserved to the owner of public utilities to enter upon the limits of the contract premises for the purpose of making such repairs or changes of their property that may be necessary by performance of the contract. The City shall have the privilege of entering upon the limits of the contract premises for the purpose of repairing or relaying sewer and water lines and appurtenances, repairing culverts or storm drains, and for making other repairs, changes, or extensions to any City property.

2.56 - Temporary Sewer and Drain Connections. When existing sewers must be taken up or removed, the Contractor at his own expense shall provide and maintain temporary outlets and connections for all private or public drains, sewers, or sewer inlets. He shall also take care of all sewage and drainage which will be received from the rains, sewers, and sewer inlets; and for this purpose he shall provide and maintain at his own expense adequate pumping facilities and temporary outlets or diversions. He shall construct such troughs, pipe, or other structures necessary and be prepared at all times to dispose of drainage and sewage received from these temporary connections until such time as the permanent connections are built and in service. The existing sewers and connection shall be kept in service and maintained under the contract, except where specified or ordered to be abandoned by the Engineer. All water or sewage shall be disposed of in a satisfactory manner so that no nuisance is created and that the work under construction will be adequately protected.

2.57 - Arrangement and Charge for Water Furnished by the City. If the Contractor desires to use City water, he shall pay the rate established by City ordinance for such service and he shall make complete and satisfactory arrangements with the City Water Department for so doing. Meters will be used and the Contractor shall deposit the cost of the water meter with the Water Department and will pay for all repairs and maintenance of the meter for the period which he has the meter in use or in his possession.

2.58 - Use of Fire Hydrants. The Contractor or his employees shall not open, turn off, interfere with, attach pipe or hose to, or connect anything with any fire hydrant, stop valve, or stop cock or tap any water main belonging to the City, unless duly authorized to do so by the Water Department.

2.59 - Contractor's Responsibility for the Work. Until final written acceptance of the project by the Engineer, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to un-foreseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God, of the public enemy or governmental authorities.

2.60 - Personal Responsibility of Public Officials. In carrying out any of the provisions contained herein or in exercising any power or authority granted to him by the contract, there shall be no liability to the Contractor, its agents, employees, subcontractors, or independent contractors upon the Engineer or his authorized assistants, either in person or as officials of the City, it being understood that in such matters he acts as the agent and representative of the City.

2.61 - Waiver of Legal Rights. Inspection by the Engineer or by any of his duly authorized representatives or any order, measurement, or certificate by the Engineer, of any work or any extension of time or any possession taken by the City, shall not operate as a waiver of any provisions of the contract or any power therein provided. Any waiver of any breach of contract shall not be held to be a waiver of any other or subsequent breach. The City reserves the right to correct any error that may be discovered in any estimate that may have been paid and to adjust the same to meet the requirements of the contract and specifications. The City reserves the right to claim and recover by process of law sums as may be sufficient to correct any error or errors or make good any deficiency in the work resulting from such error or deficiency, dishonesty, or collusion discovered in the work after the final payment has been made.

2.62 - Contractor's Insurance. The Contractor shall not commence work under this contract until he has obtained all insurance required under this specification and such insurance has been approved by the City, nor shall the Contractor allow any sub-contractor to commence work on his sub-contract until all similar insurance required of the sub-contractor has been so obtained and approved.

2.63 - Compensation and Death Liability Insurance. The Contractor shall maintain and provide to the City evidence of maintenance during the life of this contract Workmen's Compensation Insurance as prescribed by the laws of the state of Oklahoma and Employer's Liability Insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00) for all his employees employed at the site of the project, and, in case any work is sublet, the Contractor shall require the sub-contractor similarly to provide Workmen's Compensation and Employer's Liability Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In the event any class of employees engaged in hazardous work performed under this contract at the site of the project is not protected under this insurance heretofore mentioned, the Contractor shall provide, and shall cause each sub-contractor to provide adequate insurance for the protection of his employees not otherwise protected.

2.64 - Public Liability and Property Damage Insurance.

A. Contractor's Insurance

1. The Contractor and/or Sub-contractor shall maintain during the life of this contract such Public Liability and Property Damage Insurance as will protect him from claims for damages for bodily injury, including accidental death, as well as from claims from property damages, which may arise from operations under this contract, whether such operations be by himself or by his sub-contractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:
2. Bodily Injury Liability in the amount of not less than \$500,000.00 for injuries including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000.00 for one accident.
3. Property Damage Liability. Limits shall be carried in the amounts of not less than \$100,000.00 for any one accident and an aggregate limit of \$1,000,000.00.

B. Owner's Insurance

1. Contractor shall provide Owner's Protective Liability Insurance with this City as the name insured, and the architects/engineers as additional insured, to protect the City and architects/engineers against claims arising out of operations of contractors and other independent contractors, as well as omissions of supervisory acts of the City and architects/engineers in connection with the performance of the contract covered by these specifications in the following minimum amounts:
2. Bodily Injury Liability in an amount not less than \$500,000.00 for injuries, including accidental death, to any one person, and subject to the same limit for each person, and an amount not less than \$1,000,000.00 for one accident.
3. Property Damage Liability. Limits shall be carried in the amounts of not less than \$100,000.00 for any one accident an aggregate limit of \$1,000,000.00.

C. The policies of insurance shall be executed by an insurance or indemnity carrier authorized to do business in the state of Oklahoma.

D. Before awarding a contract, the City will be furnished a binder or certificate of insurance showing the coverage to be in effect.

2.65 - Proof and Carriage of Insurance. The Contractor shall furnish the City with satisfactory proof of carriage of the insurance required.

2.66 - Transportation Tax. Under provisions of Section 3475(b) of the Internal Revenue Code, as amended, the state of Oklahoma, its agencies and political subdivisions are exempt from payment of the transportation tax levied by Sub-Section (a) of Section 3475, in either of the following cases:

- A. When the property (equipment, goods, materials, etc.) is consigned to the State, its agencies, or political subdivisions, or
- B. When such property is consigned to the State, its agency or political sub-division in care of the Contractor.

If it is the policy of the City to take advantage of the savings afforded by the above-mentioned exemption, the Contractor agrees to comply with the following:

In determining the cost of material and computing freight charges do not include Federal transportation of property tax. Section 3475(b) of the Internal Revenue Code, as amended, exempts the City from this tax. The successful bidder will be furnished an appropriate exemption certificate form by the contracting authority, and will be authorized to have all shipments of construction materials and equipment entering into this contract consigned to the City in care of himself, thereby enabling him to take advantage of the above-mentioned exemption.

NOTE: Said exemption will not apply to shipments of fuel, lubricants, spare parts or items of construction equipment belonging to the Contractor which will not be incorporated in the construction project and which will not become the property of the City.

2.67 - Third Party Liability. It is specifically agreed between the parties executing this contract that it is not intended by any of the provisions of any part of the contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for personal injury or property damage pursuant to the terms or provisions of this contract. The duties, obligations, and responsibilities of the parties to this contract with respect to third parties shall remain as imposed by law.

PROSECUTION AND PROGRESS

2.68 - Subletting of Work. The City will not recognize any subcontractor on the work. The Contractor shall, at all times when work is in operation, be represented either in person or by a qualified superintendent or other designated representative. If the Contractor sublets the whole or any part of the work to be done under this contract, he will not, under any circumstances, be relieved of his responsibility and obligations. All transactions of the Engineer shall be with the Contractor. Sub-contractors will be considered only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competency.

2.69 - Assignment of Contract. The Contractor shall not assign, transfer, convey or otherwise dispose of the contract or his right, title or interest in or to the same or any part thereof without the previous consent of the Engineer in writing, approved by the City of Bethany and concurred in by the Surety. If the Contractor does, without such previous consent, assign, transfer, convey, sublet or otherwise dispose of the contract or of his right, title or interest therein or any part thereof to any person or persons, partnership, company, firm, or corporation, or by bankruptcy, voluntary or involuntary, or by assignment under the insolvency laws of any state, attempt to dispose of the contract, or make default in or abandon said contract, then the contract may, at the option of the City, be revoked and annulled unless the Surety shall successfully complete said contract and any moneys due or to become due under said contract shall be retained by the City as liquidated damages for the reason that it would be impracticable and extremely difficult to fix the actual damages.

2.70 - Prosecution of Work. The Contractor shall begin the work to be performed under the contract within the time limit stated in the advertisement, proposal and contract, and shall conduct the work in such a manner and with sufficient equipment, materials and labor as is necessary to insure its completion within the time limit set forth in the advertisement, proposal, and contract. Should the prosecution of the work for any reason be discontinued by the Contractor, he shall notify the Engineer at least twenty-four (24) hours in advance of resuming operations.

2.71 - Limitation of Operations. The contractor shall conduct his work so as to create a minimum amount of inconvenience to the public. At any time when in the judgment of the Engineer, the Contractor has obstructed or closed or is carrying on operations on a greater portion of the street or public way than is necessary for the proper execution of the work, the Engineer may require the Contractor to finish the section on which work is in progress before the work is started on any additional section.

2.72 - Character of Workmen and Equipment. The Contractor shall employ such superintendents, foremen, and workmen as are careful and competent and the Engineer may demand the dismissal of any person or persons employed by the Contractor, in, about or on the work who shall misconduct himself or be incompetent or negligent in the proper performance of his or their duties or neglect or refuse to comply with the directions of the Engineer, and such person or persons shall not be employed again thereon without the written consent of the Engineer, then the Engineer may withhold all estimates which are or may become due or may suspend work until such orders are complied with.

All workmen shall have sufficient skill and experience to properly perform the work assigned them. All workmen engaged on special work or skilled work or in any trade shall have sufficient experience in such work to properly and satisfactorily perform it and operate the equipment involved, and shall make due and proper effort to execute the work in the manner prescribed in these specifications. Otherwise, the Engineer may take action as above prescribed. In the employment of labor, preference shall be given, other conditions being equal, to bona-fide residents of the City but no other preference or discrimination among citizens of the United States shall be made.

The Contractor shall furnish such equipment as is considered necessary for the prosecution of the work in an acceptable manner and at a satisfactory rate of progress. The low bidder must submit a list of all equipment owned by the Contractor. All equipment, tools and machinery used for handling materials and executing any part of the work shall be subject to the approval of the Engineer and shall be maintained in a satisfactory working condition. Equipment on any portion of the work shall be such that no injury to the work or adjacent property will result from its use.

2.73 - Day's Work. Contractor shall observe all state laws and City ordinances governing the hours of work.

2.74 - Time of Commencement and Completion. The Contractor shall commence work within the time specified in the advertisement, proposal and contract and the rate of progress shall be such that the whole work will be performed and the premises cleaned up in accordance with the contract, plans and specifications within the time limit, where such time limit is stated in the advertisement, proposal and contract, unless an extension of time be made in the manner hereinafter specified.

2.75 - Extension of Time of Completion. The Contractor shall be entitled to an extension of time, as provided herein only when claim for such extension is submitted to the Engineer in writing by the Contractor within seven (7) days from and after the time when any alleged cause of delay shall occur and then only when such claim is approved by the Engineer and the City of Bethany. In adjusting the contract time for the completion of the projects, all strikes, lockouts, unusual delays in transportation or any condition over which the Contractor has no control and also any suspensions ordered by the Engineer for causes not the fault of the Contractor shall be excluded from the computation of the contract time for completion of the work. If the satisfactory execution and completion of the contract should require work or materials in greater amount or quantities than those set forth in the contract, then the contract time shall automatically be increased in the same proportion as the cost of the additional work bears to the cost of the original work contracted for. No allowance shall be made for delays or suspension of the prosecution of the work due to the fault of the Contractor.

2.76 - Failure to Complete Work on Time. The time of completion is of the essence to the contract. For each working day that any work shall remain uncompleted after the time agreed upon in the proposal and the contract, or as automatically increased by additional work or materials ordered after the contract is signed, or the increase time granted by the City for the completion of said work, the sum per day given in the following schedule, unless otherwise specified in the proposal or Special Provisions, will be deducted from the moneys due the Contractor, not as a penalty but as liquidated damages.

<u>Amount of Contract</u>	<u>Amount of Liquidated Damages Per Day</u>
Less than \$5,000.00	\$50.00
\$5,000.00 and less than \$15,000.00	\$75.00
\$15,000.00 and less than \$25,000.00	\$100.00
\$25,000.00 and less than \$50,000.00	\$150.00
\$50,000.00 and less than \$100,000.00	\$200.00
\$100,000.00 and over	\$300.00

The sum of money thus deducted for such delay, failure or non-completion is not to be considered as a penalty but should be deemed, taken and treated as reasonable liquidated damages since it would be impracticable and extremely difficult to fix the actual damages.

2.77 - Temporary Suspensions. The Engineer shall have the authority to suspend the work wholly or in part for such period or periods as he may deem necessary, due to unsuitable weather or such other conditions as are considered unfavorable for the suitable prosecution of the work.

If it should become necessary to stop work for an indefinite period, the Contractor shall store all materials in such a manner that they will not obstruct or impede the traveling public unnecessarily nor become damaged in any way, and he shall take every precaution to prevent damage or deterioration of the work performed, and shall provide suitable drainage about the work and erect temporary structures where necessary.

The Contractor shall not suspend work without written authority from the Engineer and shall proceed with the work promptly when notified by the Engineer to resume operations.

2.78 - The Owner's Right to Terminate Contract. If the Contractor should file or have filed against a petition in bankruptcy, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed as a result of his insolvency, or if he should be guilty of a substantial violation of the contract as determined by the Engineer, then the Owner, upon the Certificate of the Engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor and his Surety seven (7) days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, equipment and other facilities installed on the work and paid for by the Owner, and finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided, and the damage incurred through the Contractor's default shall be certified by the Engineer.

2.79 - Termination of Contract. The contract will be considered fulfilled, save as provided in any bond or bonds or by law, when all the work has been completed, the final inspection made by the Engineer, and final acceptance and final payment made by the City.

PAYMENT

2.80 - Payment for Extra Work. The extra work done by the Contractor, as authorized and approved by the Engineer and the City of Bethany, will be paid for in the manner hereinafter described and the compensation thus provided shall be accepted by the Contractor as payment in full and for all labor, materials, tools, equipment and incidentals, and all superintendents' and timekeepers' services, all insurance and all other overhead expense incurred in the prosecution of the extra work.

Payment for extra work will be made by one or more of the following methods:

- A. Unit prices agreed on in writing by the Engineer and the Contractor and approved by the City before said work is commenced, subject to all other conditions of the contract.
- B. A lump sum price agreed on in writing by the Engineer and the Contractor and approved by the City before said work is commenced, subject to all other conditions of the contract.
- C. The hours and rates of labor and equipment and costs of materials used each day shall be submitted to the Engineer in a satisfactory form on the succeeding day and shall be approved by him or adjusted at once.

Payment for extra work is to be handled in the same manner as regular progress payments. The Contractor shall, on or before the 10th day of the month succeeding that in which any extra work shall have been performed, file with the Engineer his claim and an account giving the itemized cost of such work and shall give the Engineer access to all accounts, bills, and vouchers relating thereto.

2.81 - Partial Payment. Each month, the Engineer shall prepare and deliver to the City a statement showing as completely as practicable the total value of all work done by the Contractor up to and including the first day of the preceding month. This statement shall also include the value of all materials which meet the requirements of the specifications which have been delivered to and remain unused at the site of the work, and the quantity of which is within that needed for the completion of the work.

2.82 - Final Completion and Acceptance. Within thirty (30) days after the Contractor has given the Engineer and the City written notice that the work has been completed or substantially completed in accordance with the plans and specifications, the Engineer shall issue to the City and to the Contractor his Certificate of Completion or in the case of substantial completion, the Engineer shall issue his Certificate of Substantial Completion; and thereupon it shall be mandatory that the City within thirty (30) days issue a Certificate of Acceptance of the work to the Contractor. The time duration of any post-completion warranties made under the terms of this contract shall extend from the date of the Certificate of Acceptance by the Engineer.

2.83 - Final Payment. On or before the 10th day after the date of the certificate of completion or the Certificate of Substantial completion, the Engineer shall have made final measurements and shall have prepared a final statement of the value of all the work performed and materials furnished under the terms of this agreement, and shall have certified the final statement of the City and to the Contractor. The entire balance found to be due the Contractor, including the retained percentage, less a retention based on the Engineer's estimate of the fair value of the claims against the Contractor and the cost of completing the incomplete or unsatisfactory items of work with specified amounts for each incomplete or defective item of work, is due and payable on or before the 15th day after the date of the Certificate of Completion or Certificate of Substantial Completion, subject to the procedure adopted by the City for processing claims.

Before issuance of final payment, the Contractor shall furnish to the Engineer and to the City, a sworn statement that he has paid for all of the materials, labor, equipment rentals, sub-contracts, and other expenses that form a part of this work, provided, however, that if he has contracts with any of the above which require payment only after receipt of payment from the City, such sworn statement shall except such obligations. Any materialmen, suppliers, equipment dealers, or sub-contractors who have not been paid in full shall be listed upon the sworn statement, showing the name and address, kind and amount of work done or material supplied, and the balance remaining due to such sub-contractor or supplier.

The City, upon receipt of a schedule showing that all the bills have not been paid as provided herein, may either hold the funds until such bills have been paid by the Contractor, or issue payment jointly to the Contractor and supplier or sub-contractor, as shown on said schedule.

The acceptance by the Contractor of the last payment, as aforesaid, shall operate as and shall be a release to the City from all claims or liability under the contract for anything done or furnished or relating to the work under the contract or for any act or neglect of said City relating or connected with the contract.

2.84 - Hourly Wage Rate. Not less than the prevailing hourly rate of wages as established by the Commissioner of Labor and filed with the Secretary of State, a copy of which shall be attached hereto and made a part hereof (if applicable), shall be paid to any workmen employed on this project.

SPECIAL PROVISIONS

SPECIAL PROVISIONS

GENERAL

This project consists of furnishing labor and materials and related incidental work required to make improvements to PAVEMENT IMPROVEMENT PROJECT G.O. BOND PROPOSITION 1-D (N. PENIEL AVE. FROM NW39TH TO NW 42ND) FOR THE CITY OF BETHANY, OKLAHOMA.

The bid schedule contains further information identifying the work to be completed. Each particular item of work is described in some detail in the specifications. Throughout the specifications, types of materials may be specified by manufacturer's name or catalog number in order to establish standards of quality and performance and not for the purpose of limiting competition. Unless specifically stated otherwise, the Bidder may assume the phrase "or approved equal", except that the burden is on the bidder to prove such equality. If the bidder elects to do this, he must request the Engineer's approval in writing to substitute such items for the specified item, stating the cost difference involved with supporting data, and samples, if required, to permit a fair evaluation of the proposed substitute with respect to quality, serviceability, warranty, and cost. All materials shall be new, unless specifically approved by the Engineer in writing.

PROJECT DURATION

The work shall be commenced ten (10) days from the date on which a Work Order is issued and completed with a 120 calendar days. Liquidated damages shall begin after this date. Amount of liquid damages is stated in the General Provisions.

INSURANCE

The Contractor shall purchase and maintain insurance in accordance with the General Provisions.

LAWS AND ORDINANCES

- A. All work performed under this contract shall be in full accordance with the laws and ordinances pertinent to such work. In case of any conflict wherein the methods or standards of installation or materials specified do not equal or exceed the requirements of the laws or ordinances, the laws or ordinances shall govern. All items required by the laws or ordinances but not specified or shown on the drawings shall be furnished without extra charge as if shown on specifications, plans and drawings.
- B. The words "laws and ordinances" as used herein shall mean all local, state, or national codes, laws, ordinances, standards, rules, or regulations of any nature which are in any way pertinent to, or regulatory over, the work covered by this section of the specifications.

TESTING

All tests shall be in accordance with the General Provisions and Standard Specifications. Costs of all tests on materials which meet specifications shall be borne by the City. Costs of all tests on materials which do not meet specifications shall be borne by the Contractor.

INTERPRETATION OF PLANS AND SPECIFICATIONS

The plans, these specifications, the proposal, Special Provisions and all supplementary documents are intended to describe a complete work and are essential parts of the contract. A requirement occurring in any of them is binding. In case of discrepancies, figured dimensions shall govern over scaled dimensions; plans shall govern over specifications; Special Provisions shall govern over both General and Standard Specifications; and the plans and quantities shown on the plans shall govern over those shown on the proposal. The Contractor shall take no advantage of any apparent error or omission in the plans and specifications, and the Engineer shall be permitted to make such corrections or interpretations as may be deemed necessary for the fulfillment of the intent of the plans and specifications.

In the event the Contractor discovers any apparent error or discrepancy, he shall immediately call such error or discrepancy to the attention of the Engineer, and request in writing an interpretation thereof by the Engineer at least five days before incurring any expense thereunder. Failure to so request shall be a complete defense to and waiver of any claim for damages by the Contractor.

RIGHTS-OF-WAY

The necessary rights-of-way for the structures will be provided by the City. The Contractor shall confine his construction operations to the immediate vicinity of the location shown on the plans and shall use care in placing construction tools, equipment, excavated materials, pipeline materials, and supplies so as to cause the least possible damage to property and interference with traffic. The placing of such tools, equipment, and materials shall be subject to the approval of the Engineer.

Any additional temporary construction right-of-way required shall be obtained by the City. The additional temporary right-of-way must be obtained prior to entering upon the property and doing any work.

FIELD CHECK OF EXISTING STRUCTURES

It shall be the responsibility of the Contractor to check all dimensions and elevations of existing structures, pipelines, equipment, or other existing items affected by or affecting the work under this contract. This shall be done prior to the start of construction or ordering of materials and equipment affected thereby.

The Contractor's attention is directed to the Information for Bidders which requires that each bidder visit the site of the work to familiarize himself with the arrangement and condition of existing construction.

The Contractor shall be solely responsible for determining the extent and costs of all removal and salvage operations. Any delay or extra expense to the Contractor due to encountering construction, piping, or equipment not shown or in locations different from those indicated on the plans shall not constitute a claim for extra work, additional payment, or damages.

PROTECTION OF PUBLIC AND PRIVATE PROPERTY

The Contractor shall protect, shore, brace, support, and maintain all underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by the construction work performed by him. All pavement, surfacing, driveway, curbs, walks, buildings, utility poles, guy wires, fences, and other surface structures affected by construction operations,

together with all sod and shrubs in yards and parking areas, shall be restored to their original condition as determined and approved by the Engineer, whether within or outside the Owner's right-of-way. All replacements shall be made with new materials. The Contractor shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, and other public or private property, regardless of location or character, which may be caused by transporting equipment, materials, or men to or from the work or any part of it thereof, whether by him or his subcontractors. The Contractor shall make satisfactory and acceptable arrangements with the owner of, or the agency or authority having jurisdiction over, the damaged property concerning its repair or replacement, or payment of costs incurred in connection with the damage.

WATER

All water that is required in connection with the work to be done under this Contract will be furnished in the vicinity of the site, by the Owner, provided:

- A. The Contractor shall procure such water in the location and in the manner designated by the Engineer.
- B. The Contractor at his own expense shall make authorized connections and provide means for delivering the water to the work site.
- C. The Contractor shall pay the established rate in accordance with the General Provisions if required by the City.

CONNECTIONS WITH EXISTING PIPELINES

Where connections are made between new work and existing pipelines, such connections shall be made in a thorough and workmanlike manner and to the satisfaction of the Engineer. Each connection with an existing water line shall be made at a time and under conditions as authorized by the Owner. Suitable facilities shall be provided for proper dewatering, drainage, and disposal of all water removed from the dewatered lines and excavations without damage to adjacent property. Water main installation specifications adopted by the City are included or referenced in the specifications for use in this project as applicable.

ELECTRIC SERVICE FOR CONSTRUCTION

Construction power may be obtained from the City facilities at points where service is available. Approval of points of connections, size of loads that can be connected at connection points, and type of connection shall be obtained from the Engineer and Public Works Superintendent. The Contractor, at his sole expense, will provide any additional electrical distribution to any point in the project area where electrical power is required beyond the points where electrical power is available and provided by the Owner. The Contractor will reimburse the City for such electrical service in accordance with a negotiated schedule if required by the City.

QUALIFICATION REQUIREMENTS

Contractor must be listed by the City of Oklahoma City Contractor's Prequalification Board as Pre-qualified in the area of Paving Contractor "B" under the provisions of the City of Oklahoma City Ordinance No. 26,614 approved December 9, 2020.

The Contractor shall keep on the work during its progress a competent, qualified general superintendent and any necessary assistants, all satisfactory to the City and the Engineer. The General Superintendent shall not be changed without consent of the City and the Engineer unless he proves to be unsatisfactory to the Contractor and ceases to be in his employ. The General Superintendent shall represent the Contractor in his absence, and shall have complete authority to make decisions requiring immediate action. All directions given to him by the Engineer shall be as binding as if given to the Contractor. Important directions shall be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in each case. The General Superintendent shall coordinate the work of the subcontractors and be responsible for all their activities. The Contractor shall give efficient supervision to the work, using his best skill and attention. He shall carefully study and compare all drawings, specifications, and other instructions, and shall report at once to the Engineer any error, inconsistency, or omission which he may discover.

PROJECT LOCATION

G.O. BOND PROPOSITION 1-D, (N. PENIEL AVE. FROM NW39TH TO NW 42ND)
BETHANY, OKLAHOMA.

QUANTITY

The City of Bethany, Oklahoma does not guarantee any specific quantities of items. All listed quantities are estimated only. Claims will be processed to cover work as it is completed during the contract period. Bids are to establish unit prices only.

AMOUNT

This contract will be awarded for the base bid amount.

MATERIALS

1. All materials must meet the requirements as stated on the construction plans.

BASIS OF PAYMENT

Payment for items will be as shown in the detailed proposal.

AWARD OF CONTRACT

Award of contract shall be to the lowest and best total bid.

APPROVAL OF MATERIALS

Immediately after the contract is signed and before ordering materials, the Contractor shall make written request to the Engineer for and obtain his approval of the use of any materials, construction, etc., other than those mentioned as standard in the specifications or so indicated on the drawings and obtain his approval of materials, construction, etc., proposed for use when "approved" materials or work are specified without mentioning any standard by name.

The terms "approved" or "approved equal" shall mean approved by the Engineer. Approval shall be based on performance specifications, availability of fully manned maintenance facilities within 100 miles of the site, and manufacturer's experience as further specified herein. Manufacturers must have at least five (5) years experience with five (5) functionally satisfactorily completed systems in this state unless otherwise specified. Sub-contractors and suppliers shall make all requests for approval through the Contractor.

Whenever a material or article is specified or described by using the name of a proprietary product or the name of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function, and quality desired. Other manufacturers' products will be accepted, provided sufficient information is submitted to allow the Engineer to determine that the proposed products are equivalent to those named. Such items shall be submitted for approval by the procedure set forth in the General Provisions. The words "or equal", although possibly not indicated after each proprietary specification, are implied as a result of the preceding statements in this paragraph.

INSTALLATION OF EQUIPMENT

- A. The Contractor shall be responsible for the installation, including the foundations, of all equipment, operating under the technical supervision of the manufacturer's representatives to the extent that supervision has been stipulated or is advisable to obtain proper results. All equipment not under the manufacturer's supervision of erection shall be installed in strict accordance with the manufacturer's instructions. The cost of all technical supervision shall be borne by the Contractor.
- B. Utmost care shall be used in the installation of all equipment to ascertain that no item of equipment is under any strain due to piping connections or for any other reason and that all equipment is placed in true alignment.
- C. If the Contractor furnishes equipment which will not fit or adapt itself to the structures as laid out, then all necessary structural changes or additions required by the Engineer shall be made at the Contractor's expense. The Engineer's decision as to any changes or additions to the structures, in order that the equipment will function properly or for its proper installation and economical use, will be final and conclusive.

OPERATING DATA AND PROCEDURES INFORMATION

Prior to final acceptance of the project, the Contractor shall furnish the Engineer with four (4) copies of catalogs, parts lists, a recommended spare parts list, operation and maintenance instructions and any other pertinent and useful information for all major items of equipment. This information and data will be incorporated into an instruction manual for future reference covering the operation and maintenance of the facility.

GUARANTEE

The Contractor shall guarantee the work for the length of time as set forth below and shall leave the work in acceptable condition. Neither the final certificate nor payment nor any provisions in the contract documents shall relieve him of responsibility for negligence or faulty materials or workmanship within the extent and period provided; and upon written notice from the Engineer or the Owner, he shall remedy any defects due thereto and pay all expenses for any damages to other work resulting therefrom.

A Maintenance Bond will be required for all improvements, for a period of one (1) year from the date of final acceptance of the project by the City. Said bond shall be in the sum equal to one hundred percent (100%) of the Contract Price for the first year and fifteen percent (15%) for every year thereafter.

CLEAN-UP

Upon completion of the work and before acceptance and final payment will be made, the Contractor shall clean and remove from the site of the work surplus and discarded materials, temporary structures, stumps or portions of trees, and debris of any kind. He shall leave the site of the work in a neat and orderly fashion as close as possible to its original condition. Waste materials removed from the site of the work shall be disposed of at locations satisfactory to the Engineer.

Immediately before final acceptance of the work as a whole, the Contractor shall clean all buildings, structures, etc., of all foreign matter. All brick, stone, metal or concrete surfaces shall be cleaned of all mortar, splashed concrete, stains, etc., and left in a neat, clean, workmanlike manner, to the satisfaction of the Engineer.

REMOVAL OF EQUIPMENT

All equipment designated for removal under this contract shall be transported to a location designated by the Engineer.

MATERIALS AND WORKMANSHIP

All materials shall be new, of the best grade of their respective kinds, free from all defects, and of the quality specified. The Contractor shall not start delivery of materials until the Engineer has approved the source of supply. Only materials conforming to the requirements of the City shall be used in the work and such materials shall be used only after written approval has been given by the Engineer and only, so long as the quality of said materials remains equal to the requirements of the City. The Contractor shall furnish approved materials from other sources if, for any reason, the product from any source at any time before commencing or during the prosecution of the work proves unacceptable. After approval, any material which has become mixed with or coated with dirt or any other foreign substances during its delivery and handling shall not be used in the work.

The workmanship shall be in all respects of the highest grade, and all construction shall be done by skilled technicians according to the best practice of the trade. All interface measurements and connections shall be the sole responsibility of the Contractor.

In general, all labor, material, equipment, operations, and procedures in these specifications shall be in conformance with the American Water Works Association Standards and Oklahoma State Health Department Standards for Construction of Water and Sanitary Sewer Lines. These specifications are intended to supplement these standards to fit the needs or conditions expected to be encountered. The A.W.W.A. and Oklahoma Department of Environmental Quality Standards shall be considered as part of these specifications and shall be in effect with respect to this project.

REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

All work which has been rejected or condemned shall be repaired, or if it cannot be satisfactorily repaired, it shall be removed and replaced at the Contractor's expense. Defective materials shall be removed immediately from the site of work.

Work done without proper inspection or any extra or unclassified work done without written authority and prior agreement in writing as to prices, will be done at the Contractor's risk and will be considered unauthorized, and at the option of the Engineer, may not be measured and paid for and may be ordered removed at the Contractor's expense.

Upon the failure of the Contractor to satisfactorily repair or to remove and replace, if so directed, any rejected, unauthorized or condemned work or materials immediately after receiving notice from the Engineer, the Engineer shall, after giving written notice to the Contractor, have the authority to cause defective work to be remedied or removed and replaced or to cause unauthorized work to be removed and to deduct the cost thereof from any compensation due or to become due the Contractor. If the Engineer and City deem it in-expedient to correct work injured or done not in accordance with the contract, an equitable deduction from the contract price shall be made therefore.

CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the final certificate nor payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility of faulty materials or workmanship and, unless otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of substantial completion. The City shall give notice of observed defects with reasonable promptness.

MEASUREMENT AND PAYMENT

The method of measurement and basis of payment for each item shall be as stipulated in the Proposal and include work sheets specified.

Percentage of work completed shall be indicated for each pay item.

The Contractor or his authorized representative at the end of each work day or as otherwise approved by the Engineer, shall establish and agree upon, with the inspector, the amount of those quantities which cannot be measured when the job is completed. These quantities are to be entered in the inspector's daily report and shall be the basis for the final estimate.

WAGE RATES

Not less than the prevailing hourly rate of wages as established by the Commissioner of Labor and filed with the Secretary of State (if applicable) shall be paid to any workman employed on this project if a copy is included in the specifications. No payment or payments shall be made by the City unless the Contractor has furnished to the City written evidence certifying hourly wages paid workmen on this project in all applicable classifications and forms provided by the City.

PRE-BIDDING INSPECTION OF SITE

Contractor shall visit the City of Bethany and familiarize himself with all conditions affecting his work and include in his bid an amount sufficient to cover all work.

BID REJECTION

The City of Bethany reserves the right to reject any part of the bid or reject all bids.

RETAINAGE

Pursuant to paragraphs 2 and 3 of the contract, the retainage will be 5% for the project.

REMOVE AND REPLACE FENCES

If it is necessary for the Contractor to remove and replace fences at certain locations along the construction alignment, all fences that are moved or disturbed by construction operations shall be replaced or repaired in place in their original condition as soon as possible after the construction is completed. The cost of removal and replacement of fences shall be included in the cost for other pay items or included in the lump sum bid price.

BARRICADES AND WARNING SIGNS

Where work is carried on in or adjacent to any street, alley, or public place, the Contractor shall, at his own expense, furnish and erect such barricades, fences, lights and danger signals; shall provide such watchmen and take such other precautionary measures for the protection of persons or property and of the work as are necessary. Barricades shall be renewed as often as necessary to keep the work substantially covered. From sunset to sunrise, the Contractor shall furnish and maintain at least one (1) light at each barricade. A sufficient number of barricades shall be erected to keep vehicles from being driven on or into any work under construction. The Contractor shall furnish watchmen in sufficient numbers to protect any new work. Failure to comply with these requirements will result in the Engineer shutting down the work until the Contractor shall have provided the necessary protection.

PROTECTION OF EXISTING STRUCTURES

The Contractor shall provide all necessary sheeting, shoring, and other bracing and supports to protect improvements adjacent to the construction. This work shall be incidental and shall not be paid for separately but shall be included in the unit price bid for other items.

TREE REMOVAL

All trees lying within the temporary construction easement area or private property shall not be removed or damaged. Any damage to trees resulting from construction activities will be the responsibility of the Contractor.

SUB-SURFACE CONDITIONS

No additional payments will be made for the excavation of sandstone or shale encountered in trench excavations. When the foundation is hard material, the hard material shall be removed to a depth not less than six (6) inches below grade. The material removed below grade shall be replaced with Crushed Rock Cradle material thoroughly compacted in place to the Finish Grade Elevation.

NOTE: The Contractor shall satisfy himself to the condition of the subsurface and shall include cost for any difficulties in bid price of other items.

LAYOUT OF WORK AND SURVEYS

- A. The Engineer will establish control points at the site of the work.
- B. From the control points established by the Engineer, the Contractor shall complete the layout of the work and shall be responsible for all measurements that may be required for the execution of the work to the location and limit marks prescribed in the specifications or on the contract drawings, subject to such modifications as the Engineer may require to meet changed conditions or as a result of necessary modifications to the contract work.
- C. The Contractor shall furnish at his own expense, such stakes, templates, platforms, equipment, tools and materials, and all labor as may be required in laying out any part of the work from the control points established by the Engineer. It shall be the responsibility of the Contractor to maintain and preserve all stakes and other marks established by the Engineer until authorized to remove them. If such marks are destroyed by the Contractor or through his negligence removed or altered prior to their authorized removal, they may be replaced by the Engineer, at his discretion, and the expense of replacement will be charged to the Contractor. The Engineer may require that work be suspended at any time when location and limit marks established by the Contractor are not reasonably adequate to permit checking of work.

PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall not enter upon private property for any purpose without first obtaining permission, and he shall be responsible for the preservation of and shall use every precaution necessary to prevent damage to all trees, fences, culverts, bridges, pavement, driveways, sidewalks, etc., to all water, sewer, gas or electric lines, or appurtenance thereof and to all other public or private property along or adjacent to the work. The Contractor shall notify the proper representatives of any public service corporation, and company or any individual not less than twenty-four (24) hours in advance of any work which might damage or interfere with the operation of their or his property, along or adjacent to the work. He shall be responsible for all damage or injury to property or any character resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to his non-execution of the work or at any time due to defective work or materials, and said responsibility shall not be released until the work shall have been completed and accepted. When and where any direct or indirect damage or injury is done to public or private property on account of any act, omission, neglect, or misconduct in the execution of the work or in consequence of non-execution thereof, on the part of the Contractor, he shall restore at his expense, such property

to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed or he shall make good such damage for injury in an acceptable manner.

SUPPLEMENTAL TECHNICAL SPECIFICATIONS

Technical specifications for all material, equipment and methods of construction shall conform to the City of Oklahoma City Standard Specifications for Construction of Public Improvements.

Technical specifications for this project are included in the attachments.

TRAFFIC CONTROL

All traffic control shall be installed in accordance with the latest edition of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD).

CONTRACT AND BONDS

CONSTRUCTION CONTRACT

This Contract is made and entered into on the ___ day of _____, 20___, by _____ and _____ between the City of Bethany, an Oklahoma Municipal Corporation, hereinafter called "City," and _____ a(n) _____, hereinafter called "Contractor."

WITNESSETH:

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

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

PAVEMENT IMPROVEMENT PROJECT

G.O. BOND PROPOSITION 1-D (N. PENIEL AVE. FROM NW 39TH TO NW 42ND)

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

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

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

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

_____ and ___/100 Dollars (\$_____).

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

1. Incorporation of Bidding Documents. This Contract hereby incorporates, as if fully set out herein, the Plans, Specifications, General Provisions, Special Provisions, Contractor's Proposal and any and all Addendums issued. All of these documents have been provided to and/or by the Contractor and are on file in the Office of the City Clerk of the City of Bethany. Hereinafter, these documents shall be collectively referred to as "Bidding Documents."
2. Engagement of Contractor. The City hereby engages Contractor to perform certain construction services for the benefit of the City. Contractor accepts such engagement pursuant to the terms and

conditions set forth herein. The Contractor is, and shall be, in the performance of all work, services and activities an independent contractor, and not an employee, agent, or servant of the City of Bethany. The tort liability of the City of Bethany is exclusively governed by the Oklahoma Governmental Tort Claims Act.

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

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

If to the City:

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

If to Contractor:

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

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

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

The City of Bethany,
an Oklahoma Municipal Corporation

Mayor's Signature

Date

(SEAL)

ATTEST:

City Clerk

Approved as to form:

City Attorney

Date: _____

Contractor

a(n) _____

Signature

Printed Name

Title

ATTEST:

Secretary and/or Witness

NON-COLLUSION AFFIDAVIT

State of Oklahoma)
) ss.
County of _____)

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

Signature

Printed Name/Title

Subscribed and sworn to before me this _____ day of _____, _____.

(SEAL)

Notary Public

My Commission Expires: _____

My Commission Number: _____

CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the CITY OF BETHANY of the State of Oklahoma and the State of Oklahoma, hereinafter referred to as the Government, in the full and just sum Of

_____ for the payment of which, well and truly to be made, we and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, A.D., 20_____.

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

**PAVEMENT IMPROVEMENT PROJECT
G.O. BOND PROPOSITION 1-D (N. PENIEL AVE. FROM NW39TH TO NW 42ND)
CITY OF BETHANY, OKLAHOMA**

and has entered into a certain written contract with the CITY OF BETHANY on the _____ day of _____, 20_____, for the erection and construction of said work and improvement all in compliance with the plans and specifications therefor, made a part of said contract and on file in the office of the City Clerk, and said contract is hereby made a part and parcel of this bond as if literally written herein.

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

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

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

ATTEST:

Secretary

By _____
Principal

ATTEST:

Secretary

By _____
Surety

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

City Attorney

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the CITY OF BETHANY of the State of Oklahoma, in the full and just sum of _____, such sum being equal to the contract amount for a period of one (1) year and thereafter for a period of one (1) year for the sum of _____, such sum being not less than 15% of the contract price, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this ____ day of _____, A.D., 20_____.

The conditions of this obligation are such, that whereas, said Principal, has a certain contract between _____ and the CITY OF BETHANY dated this ____ day of _____, 20____, agreed to construct in the City of Bethany:

PAVEMENT IMPROVEMENT PROJECT

**G.O. BOND PROPOSITION 1-D (N. PENIEL AVE. FROM NW 39TH TO NW 42ND)
BETHANY, OKLAHOMA**

all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the office of the City Clerk of the City of Bethany; and to maintain the said improvement in the amounts set forth above against any failure due to workmanship or material for a period of **FIVE (5) year** from the date of acceptance of the completed project by the CITY OF BETHANY.

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

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

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

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

ATTEST:

Secretary

By

Principal

ATTEST:

Secretary

By

Surety

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

City Attorney

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the STATE OF OKLAHOMA in the sum of _____, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this ____ day of _____, A.D., 20____.

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

PAVEMENT IMPROVEMENT PROJECT

**G.O. BOND PROPOSITION 1-D (N. PENIEL AVE. FROM NW 39TH TO NW 42ND)
CITY OF BETHANY, OKLAHOMA**

and has entered into a certain written contract with the CITY OF BETHANY on the ____ day of _____, 20____, for the erection and construction of said work and improvement, in exact accordance with the bid of said Principal, and according to certain plans and specifications heretofore made, adopted and placed on file in the office of the City Clerk of the CITY OF BETHANY.

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

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

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

ATTEST:

Secretary

By _____
Principal

ATTEST:

Secretary

By _____
Surety

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

City Attorney

LIST OF DOCUMENTS REQUIRED FOR THIS BID

PAVEMENT IMPROVEMENT PROJECT

**G.O. BOND PROPOSITION 1-D (N. PENIEL AVE. FROM NW 39TH TO NW 42ND)
CITY OF BETHANY, OKLAHOMA**

TEIM Design, PLLC Project No. ET424.02

The Bidder is responsible for reviewing this list of required documents and any requirements of the General Provisions and assuring that each and every required document is properly completed, signed, and submitted with the Bid. Forms and Affidavits should be completed and submitted in accordance with provisions of the "Signature Requirements for Bidding Documents." Bids not submitted in accordance with these requirements will be recommended for rejection.

DOCUMENTS REQUIRED FOR THIS BID

Bid Form
Detailed Bid Form (if provided in the Bidding Documents)
Bid Bond
Anticollusion Affidavit
Affidavit of Surety
Business Relationship Affidavit
Certificate of Non-Discrimination
Affidavit of Non-Boycotting of Energy Companies

For the purpose of determining that a bid is properly submitted, Bidder should submit the properly completed and executed documents listed on this page. Bidder should also review the General Provisions and the Special Provisions for any other required documents. Failure to submit a document required in the General or Special Provisions may be cause for rejection of the bid. However, the contracting public entity reserves the right to require timely submission of document(s) required in the Special Provisions.

Forms Not in Packet. If an item is listed on this page or in the Special Provisions and the form is not included in this packet, it is the Bidder's responsibility to obtain the form from the Office of the City Clerk for The City of Bethany or such other office noted in the Notice to Bidders.

Forms to be Used. Bidder shall use the forms in this Bid Package or shall photocopy the forms and complete them. No alterations can be made to the forms except to add additional signature lines as required. Any other alteration or amendment of these forms may invalidate the Bid.

BID FORM

Project Number: **TEIM Design, PLLC Project No. ET424.02**

Description: **PAVEMENT IMPROVEMENT PROJECT
G.O. BOND PROPOSITION 1-D (N. PENIEL AVE. FROM NW 39TH TO NW
42ND)
CITY OF BETHANY, OKLAHOMA**

Name of Firm: _____

Address: _____

To the Mayor and Council of the **City of Bethany**:

Gentlemen:

The undersigned, as bidder, declares that before preparing this Bid, the Bidder read carefully the Requirements for Bidders, and the general and detailed Plans and Specifications, the Bid Form and Affidavits and Certificates and any other documentation or information to be submitted, and has examined the form of the Contract and the several Bonds, and that the bidder is familiar with and able to comply with all the provisions of the same and with all the requirements of the complete Contract to be entered into and Bonds to be executed. Said bidder proposes and agrees to furnish all labor, materials, and equipment, and to perform all operations necessary to complete the work as required by said Contract Documents for the Total Bid Price of:

Total Base Bid plus Alt. No. 1 and Alt. No. 2 Price:

(\$ _____).

THIS PROJECT IS SALES TAX EXEMPT. DO NOT INCLUDE SALES TAX.

Said Bidder acknowledges receipt of addenda numbers _____ issued during the time of bidding and has included the several changes in this Bid.

In submitting the Bid, it is understood that the right is reserved by the **City of Bethany** to reject any and all bids, and it is agreed that this Bid may not be withdrawn for a period of sixty (60) days after date of filing same. Said Bidder proposes and agrees that if his Bid is accepted, the Bidder will enter in to the contract with the **City of Bethany**, and properly submit the required Bonds within seven (7) days after acceptance of his Bid and the award to the Bidder.

Bidder hereby agrees to commence work within ten (10) days after the Work Order is issued by the **City of Bethany** and completed as stated in the Special Provisions. We herewith enclose Bidder's Bond, or Certified Check, or Cashier's Check in the amount of \$ _____ as required in the Contract Specifications.

**G.O. BOND PROPOSITION 1-D (N. PENIEL AVE. FROM NW39TH TO NW 42ND)
CITY OF BETHANY, OKLAHOMA**

DETAILED BID FORM

GENERAL PAY QUANTITIES - BASE BID - PART A					
ITEM NO	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM TOTAL
201(A) 1200	CLEARING AND GRUBBING	LSUM	1.0		
202(H) 2900	EARTHWORK	LSUM	1.0		
221(C) 2400	TEMPORARY SEDIMENT FILTER	EA	3.0		
303(A) 1200	AGGREGATE BASE TYPE A	CY	618.0		
310(B) 5300	SUBGRADE METHOD B	SY	3689.0		
325 0100	SEPARATOR FABRIC	SY	3689.0		
414(A) 5200	P.C. CONCRETE PAVEMENT (PLACEMENT)	SY	3689.0		
414(G) 5800	P.C. CONCRETE FOR PAVEMENT	CY	615.0		
619(B) 6200	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LSUM	1.0		
619(B) 6376	REMOVAL OF CONCRETE PAVING W/ ASPHALT OVERLAY	SY	3886.0		
619(C) 6600	SAWING PAVEMENT	LF	2104.0		
642(B) 3300	CONSTRUCTION STAKING LEVEL II	LSUM	1.0		
220 1100	SWPPP DOCUMENTATION AND MANAGEMENT	LSUM	1.0		
641 2110	MOBILIZATION	LSUM	1.0		
856(A) 8216	TRAFFIC STRIPE (MULTI-POLY)(24" WIDE)	LF	105.0		
857(F) 9700	PAVEMENT MRKING REMOVAL(TRAF STRP)	LF	105.0		
880(B) 6300	CONSTRUCTION SIGNS 0 TO 6.25 SF	SD	900.0		
880(B) 6310	CONSTRUCTION SIGNS 6.25 SF TO 15.99 SF	SD	420.0		
880(B) 6320	CONSTRUCTION SIGNS 15.99 SF TO 32.99 SF	SD	660.0		
880(C) 6410	CONSTRUCTION BARRICADES (TYPE III)	SD	360.0		
880(G) 6805	CHANNELIZER CONES	SD	1800.0		
882(A) 8210	PORT. CHANGEABLE MESSAGE SIGN	SD	240.0		
TOTAL BASE BID PRICE - PART A					

**G.O. BOND PROPOSITION 1-D (N. PENIEL AVE. FROM NW39TH TO NW 42ND)
CITY OF BETHANY, OKLAHOMA**

GENERAL PAY QUANTITIES - ADD ALT NO. 1 - PART A					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM TOTAL
230(A) 7200	SOLID SLAB SODDING	SY	18.0		
609(B) 4370	2'-8" COMB CURB & GUT (6" MNTBLE)	LF	157.0		
610(A) 5200	4" CONCRETE SIDEWALK	SY	124.0		
619(B) 6400	REMOVAL OF CURB	LF	171.0		
619(B) 6404	REMOVAL OF SIDEWALK	SY	38.0		
619(B) 6460	REMOVAL OF 4" CONCRETE DIVIDING STRIP	SY	57.0		
619 (C) 6600	SAWING PAVEMENT	LF	105.0		
TOTAL 1D ADD ALT#1 BID PRICE - PART A					

**G.O. BOND PROPOSITION 1-D (N. PENIEL AVE. FROM NW39TH TO NW 42ND)
CITY OF BETHANY, OKLAHOMA**

GENERAL PAY QUANTITIES - ADD ALT NO. 2 - PART A					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM TOTAL
61 I(I) 1000	RPLC INLT FRM & GRT (SSIF-FRM, CIG-GRT VG-F)	EA	20		
TOTAL ADD ALT #2 BID PRICE - PART A					

**G.O. BOND PROPOSITION 1-D (N. PENIEL AVE. FROM NW39TH TO NW 42ND)
CITY OF BETHANY, OKLAHOMA**

**CONTRACTOR'S AFFIDAVITS AND CERTIFICATES
(TO BE INCLUDED IN BID PACKET)**

BID BOND

**PAVEMENT IMPROVEMENT PROJECT
G.O. BOND PROPOSITION 1-D (N. PENIEL AVE. FROM NW 39TH TO NW 42ND)
CITY OF BETHANY, OKLAHOMA**

TEIM Design, PLLC Project No. ET424.02

5% BID BOND, CERTIFIED OR CASHIER'S CHECK \$ _____

TOTAL BID \$ _____

Work shall commence within **ten (10) calendar days** after the Work Order is issued by the **City of Bethany** and completed as required by the Contract.

(SEAL) if Corporation

Subscribed and sworn to before me this _____ day of _____, 20____.

Signed _____

Notary Public _____

My Commission Expires: _____

By _____
Agent

Address

Affidavits Attached

**ANTICOLLUSION
AFFIDAVIT**

The following affidavit is submitted by Bidder as a part of this bid and proposal:

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

The undersigned deponent, of lawful age, being duly sworn, upon his oath deposes and says that he has lawful authority to execute the within and foregoing proposal; that he has executed the same by subscribing his name hereto under oath for and on behalf of said bidder; that bidder has **not** directly or indirectly entered into any agreement, express or implied, with any bidder or bidders, having for its object the controlling of the price or amount of such bid or bids, the limiting of the bids or the bidders, the parceling or farming out to any bidder or bidders or other persons of any part of the contract or any part of the subject matter of the bid or bids or of the profits thereof, and that he has not and will not divulge the sealed bid to any person whomsoever, except those having a partnership or other financial interest with him in said bid or bids, until after the said bid or bids are opened.

Deponent further state that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any City official concerning exchange of money or other thing of value for special consideration in letting of a contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City of Bethany, Oklahoma, any money or other thing of value, either directly or indirectly, in the procuring of the award of contract pursuant to this bid.

Signed _____
Bidder

By _____

Title _____

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public

My Commission Expires:

AFFIDAVIT OF SURETY

Date

City of Bethany, Oklahoma

Gentlemen:

_____ is currently bidding or is desirous of bidding work for the City of Bethany and this is to advise you that based upon information we have at this time, we are willing to execute bonds for this company on construction contracts for the City of Bethany up to the sum of \$_____.

In the past, we have handled bonding requirements for this company in the amount of \$_____.

In the event information comes to our attention which would change the bonding ability of this firm, we will advise you of such change.

We are attaching a copy of our Power of Attorney.

Name of Company of Agency

Signature and Title

Address

Subscribed and sworn to before me this ___ day of _____, 20___.

Notary Public

My Commission Expires:

BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

_____, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party of the project is as follows:

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

(If none of the business relationships hereinabove mentioned exists, affiant should so state.)

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public

My Commission Expires: _____

CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the Contractor agrees as follows:

1. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or ancestry. The Contractor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, national origin, age, or ancestry. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruiting or recruitment, advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship. The Contractor and Sub-Contractor shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the County Clerk of the County of Oklahoma setting forth provisions of this section.

2. In the event of the Contractor's noncompliance with this non-discrimination clause, the contract may be canceled or terminated by the Oklahoma Tax Commission. The Contractor may be declared by the Oklahoma County Commission ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the Contractor.

3. The Contractor agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

I have read the above-stated clauses and agree to abide by its requirements.

Contractor

ATTEST:

Secretary

AFFIDAVIT OF NON-BOYCOTTING OF ENERGY COMPANIES

Reference: 74 Oklahoma Statutes Section 12005

STATE OF _____) ss:
COUNTY OF _____)

I, _____, (print name) as the agent of _____ (print company or business name) located at _____ (address) do hereby swear and affirm that the described company does not boycott energy companies, and will not boycott energy companies during the term of the contract.

_____ (print affiant's full name), being first duly sworn on oath according to law, deposes and says that he/she has read the foregoing AFFIDAVIT OF NON-BOYCOTTING OF ENERGY COMPANIES by his/her subscribed and that the matters stated herein are true to the best of his/her information, knowledge and belief.

Affiant's Signature

Affiant's Printed Name and Title

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20_____.

Notary Public

My commission expires: _____.

NOTE: For purposes of this affidavit the boycott of energy companies means:

Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

- a. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil-fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or
- b. does business with a company described by subparagraph a of this paragraph;

CITY OF BETHANY PUBLIC WORKS DEPARTMENT

PLAN OF PROPOSED
CITY STREETS
PAVEMENT IMPROVEMENT PROJECT G.O. BOND

PROPOSITION 1-D (N. PENIEL AVE. FROM NW 39TH TO NW 42ND)

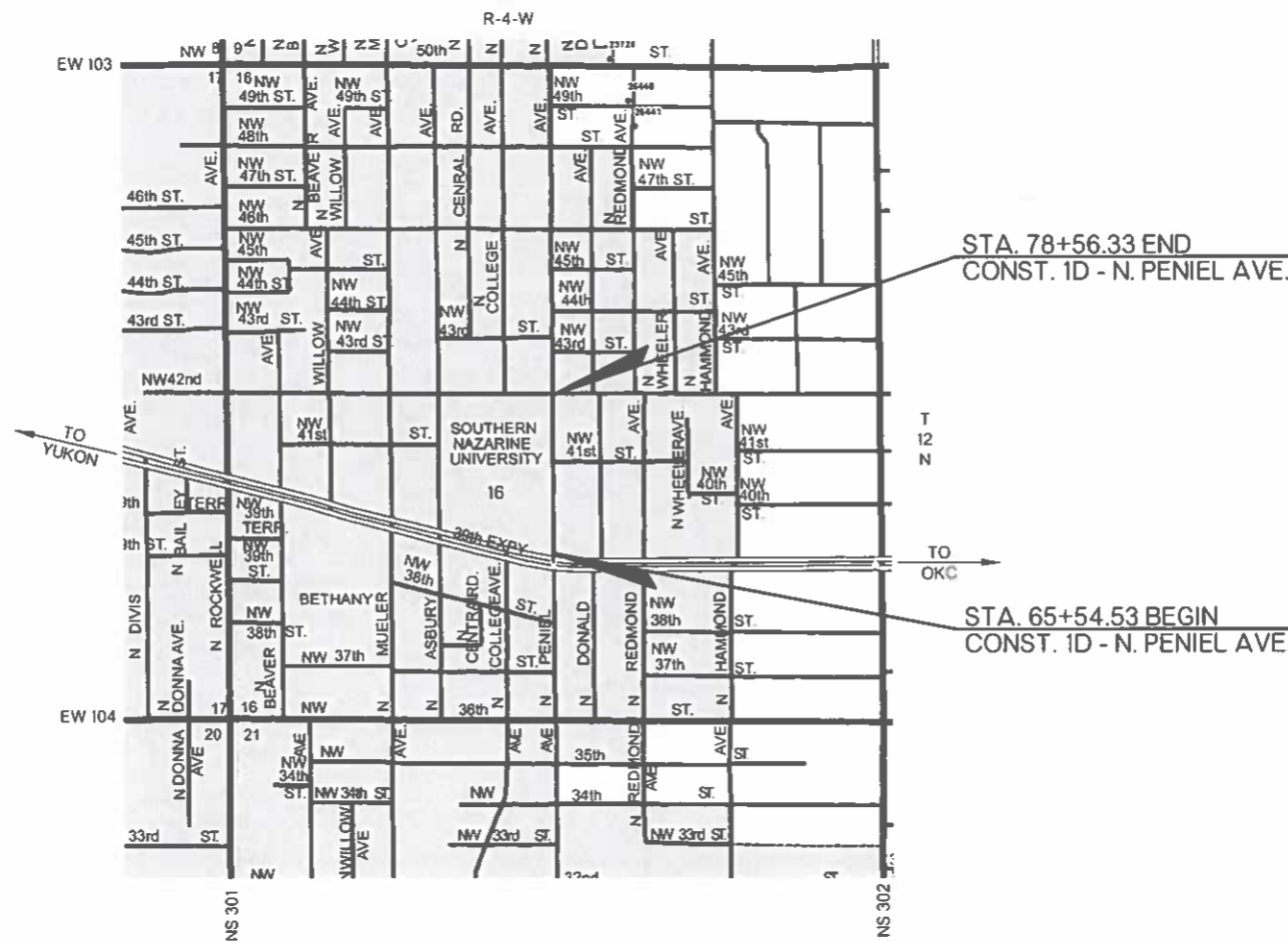
G.O. BOND PROJECT NO. 2023001(A)

INDEX OF SHEETS

0001	TITLE
0002	INDEX OF SEALS
0003	TYPICAL SECTIONS
AR01	SUMMARY OF PAY QUANTITIES & NOTES
AR02	SUMMARIES
AR03	SUGGESTED SEQUENCE OF CONSTRUCTION
AT01	STRIPING & TRAFFIC CONTROL PAY QUANTITIES & NOTES ID - N. PENIEL AVE.
R001	STORM WATER MANAGEMENT PLAN
R002-R003	PLAN AND PROFILE
R004	JOINT LAYOUT
R005	REMOVAL & EROSION CONTROL
T001	TYPICAL LANE CLOSURE DETAIL ID - N. PENIEL AVE. STANDARDS

THE FOLLOWING ODOT STANDARD DRAWINGS SHALL BE REQUIRED FOR THIS PROJECT:

2019 ROADWAY	2009 TRAFFIC	
	SIGNING & STRIPING	CONTROL
BMFR-0	PM1-1-03	TCS1-1-01
TESCA-1		TCS2-1-00
IPD-0		TCS3-1-01
CWA-0		TCS4-1-01
SSS-2-1		TCS5-1-00
CSCD-6-2		TCS6-1-02
LECS-5-2		TCS7-1-02
LTU-5-1		TCS8-1-00
PR-4-1		TCS9-1-01
PED-4-1		TCS14-1-00
WCR-4-2		
SSCD-4-1		
CI-2-2		
SSIF-5-1		
CIG-4-1		
PUD-4-1		



CITY OF BETHANY, OKLAHOMA

NIKKI LLOYD	MAYOR
COUNCIL MEMBERS:	
PETER PLANK	WARD 1
CHRIS POWELL	WARD 1
KEN SMART	WARD 2
STEVE PALMER	WARD 2
MARILYN MCPHAIL	WARD 3
KATHY LARSEN	WARD 3
BRIAN MAGIROWSKY	WARD 4
JEFF KNAPP	WARD 4
ELIZABETH GRAY	CITY MANAGER

RECOMMENDED FOR APPROVAL

PhS

05-10-2024

ROBERT DON WILLIAMS, P.E.
CITY ENGINEER

DATE



TEIM DESIGN, PLLC
3020 N.W. 149TH STREET
OKLAHOMA CITY, OK 73134
PH. (405) 752-1122
FAX (405) 752-8855
CA# 8428, RENEWAL 06-30-2025

Joshua M. Johnston
JOSHUA M. JOHNSTON
LICENSED PROFESSIONAL ENGINEER NO. 26204

5/9/2024
DATE

PROJECT LENGTH BASED ON CRL STATIONING.

N. PENIEL AVE. LENGTH (NW 39TH TO NW 42ND) _____ 1301.80 FT. 0.246 MI.
PROJECT LENGTH _____ 0.246 MI.



2019 OKLAHOMA STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION AND APPROPRIATE CITY OF BETHANY STANDARD DRAWINGS GOVERN



Traffic Engineering Consultants, Inc.
6600 S. Western Ave., Suite 300 - Oklahoma City, OK 73139, Ph: 405-720-7721, Web: www.tecusa.com

R. Wayne Russell
R. WAYNE RUSSELL, P.E. # 16030
C.A. # 1160, RENEWAL 06-30-25



11-03-23
DATE

THIS SEAL COVERS SHEETS:
AT01, T001



TEIM DESIGN, PLLC
3020 N.W. 149TH STREET
OKLAHOMA CITY, OK 73134
PH. (405) 752-1122
CA# 8428, RENEWAL 06-30-2025

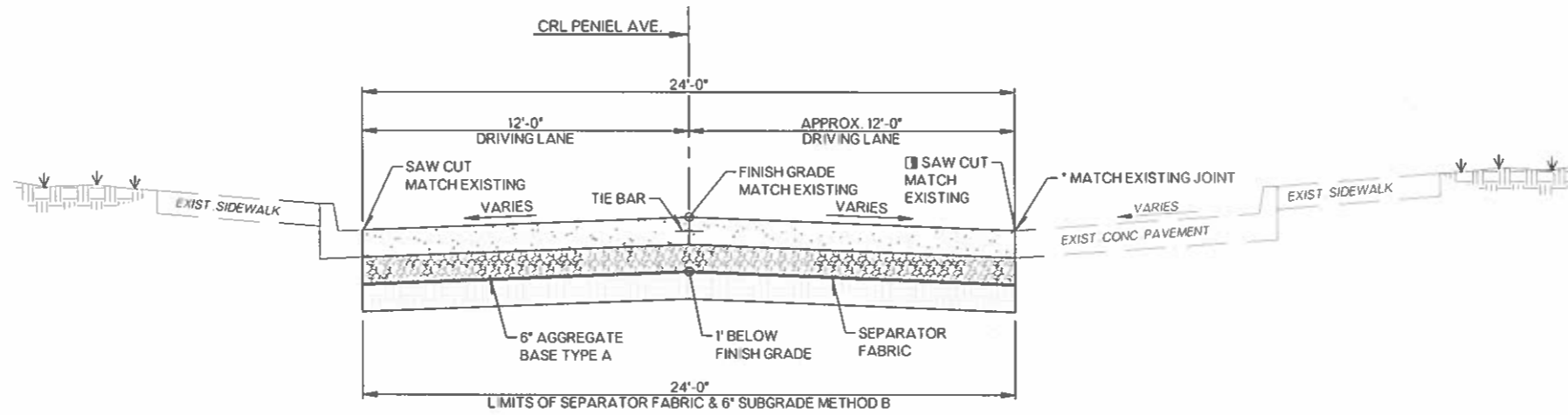


Joshua M. Johnston
JOSHUA M. JOHNSTON
LICENSED PROFESSIONAL ENGINEER NO. 26204

11/14/23
DATE

THIS SEAL COVERS SHEETS:
0001-0003, AR01-AR03, R001-R005

INDEX OF SEALS



TYPICAL SECTION NO. 1
 ID - N. PENIEL AVE.
 STA. 65+54.53 TO STA. 78+56.33

PAVEMENT REQUIREMENTS	
6" PAVEMENT STRUCTURE	DRIVING LANE
SURFACE COURSE	6" P.C. CONCRETE PAVEMENT (3,500 PSI)

* MATCH EXISTING JOINT FROM CRL STA. 65+54.53 TO STA. 72+91.42

■ SAW CUT FROM CRL STA. 72+91.42 TO STA. 78+56.33

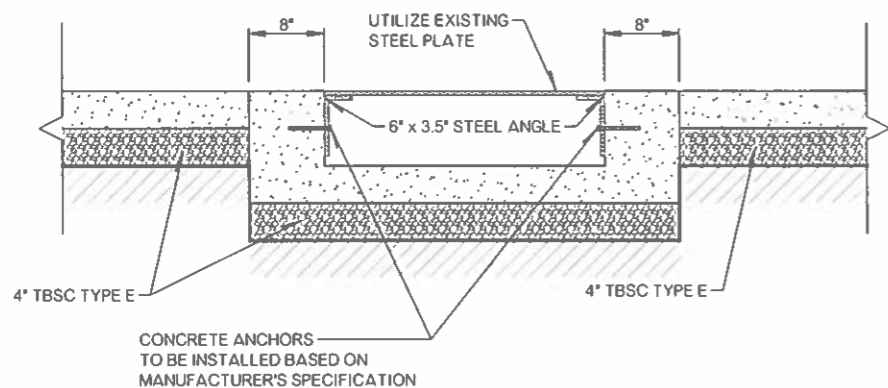
- 1 BACKFILL NOTE:
TO BE BACKFILLED AS PART OF THE FINISHING OPERATIONS. QUANTITY IS MEASURED IN TBSC TYPE E.
- 2 REINFORCING STEEL NOTE:
ALL REINFORCING STEEL SHALL UTILIZE A MINIMUM CLEARANCE/COVER OF 2". COST OF REINFORCING STEEL TO BE INCLUDED IN THE PRICE BID OF 5' SLOPE WALL.
- BI CONC. CURB (8" BARRIER-INTEGRAL)

TYPICAL SECTIONS

PAY QUANTITY NOTES

- (R-4) TOPSOIL TO BE RESERVED FOR REPLACEMENT OF APPROXIMATELY 5" ON COMPLETED FORESLOPES, DITCHES, AND BACKSLOPES. THIS QUANTITY IS INCLUDED IN THE EARTHWORK BALANCE. ANY ADDITIONAL EXCAVATION REQUIRED IN CUT SECTIONS TO ALLOW FOR PLACEMENT OF TOPSOIL TO FINAL GRADE, SHALL BE INCLUDED IN THE PRICE BID.
- (R-6) FOR SALVAGED TOPSOIL PRICE BID TO INCLUDE COST OF 18-46-0 FERTILIZER, ESTIMATED AT 150 POUNDS PER ACRE. FOR SOLID SLAB SODDING PRICE BID TO INCLUDE COST OF 10-20-10 FERTILIZER, ESTIMATED AT 200 POUNDS PER ACRE
- (R-7) FOR SOLID SLAB SODDING PRICE BID TO INCLUDE COST OF WATERING, ESTIMATED AT 40 GALLONS PER SY
- (R-8) PRICE BID TO INCLUDE COST OF ALL NECESSARY MAINTENANCE, MAINTAINING DEVICE IN PROPER UPRIGHT POSITION, REMOVAL OF DEVICE, AND REMOVAL OF SEDIMENT WHEN IT REACHES HALF THE HEIGHT OF THE DEVICE.
- (R-16) PAYMENT FOR THIS ITEM BE THE THEORETICAL CROSS SECTION MULTIPLIED BY THE INSTALLED LENGTH.
- (R-39) INCLUDES REMOVAL OF ALL EXISTING ROADWAY DRAINAGE STRUCTURES, HEADWALLS (UNLESS OTHERWISE SPECIFIED), INLETS, FENCES, AND OTHER STRUCTURES WITHIN THE RIGHT OF WAY.
- (R-40) TO BECOME THE PROPERTY OF AND BE DISPOSED OF BY THE CONTRACTOR IN A MANNER APPROVED BY THE ENGINEER.
- (R-41) MATERIALS REMOVED SHALL NOT BE MEASURED FOR PAYMENT UNDER SECTION 202 06 EARTHWORK.
- (1) COST OF CLEARING AND GRUBBING TO INCLUDE THE REMOVAL OF TREES AND ROOTS WHICH ARE IN CONFLICT WITH OR COULD POSE FUTURE HARM TO THE PROPOSED PAVEMENT ONLY.
- (2) EARTHWORK IS ESTIMATED AT 1816 CY OF UNCLASSIFIED EXCAVATION.
- (3) TYPE A SALVAGED TOPSOIL TO BE INCLUDED IN THE PRICE BID FOR EARTHWORK. TOPSOIL SHALL BE ROLLED SMOOTH TO THE SATISFACTION OF THE CITY OF BETHANY PRIOR TO PLACEMENT OF SOD.
- (4) PRICE BID FOR THIS ITEM SHALL INCLUDE 4" T.B.S.C. TYPE E TO BE USED UNDER SIDEWALK AS SHOWN ON THE PLANS.
- (5) PRICE BID SHALL INCLUDE ALL COSTS AND ITEMS NECESSARY TO CAP EXISTING SPRINKLER SYSTEM LINES WITHIN THE PUBLIC RIGHT-OF-WAY. EXISTING SPRINKLER SYSTEM LINES SHALL BE CUT AND CAPPED AT THE PUBLIC RIGHT-OF-WAY LINE.
- (6) INCLUDES 25 SY OF 4" CONCRETE SIDEWALK TO BE UTILIZED AS DIRECTED BY THE CITY OF BETHANY. PRICE BID INCLUDES ALL MATERIALS, EQUIPMENT, TOOLS, LABOR AND INCIDENTALS NECESSARY. INCIDENTALS SHALL INCLUDE, BUT ARE NOT LIMITED TO, REMOVALS, EXCAVATION, SUBGRADE COMPACTION, FILTER FABRIC, 4" T.B.S.C. TYPE E, EXPANSION JOINTS, SAW JOINTS, APPLICATION OF MATTE SEALER, CONCRETE FLUME REPAIR, AND REPAIR OF CONCRETE FLUME CROSSING. REFER TO DETAIL BELOW FOR CONCRETE FLUME CROSSING REPAIR.

TYPICAL CONCRETE FLUME CROSSING REPAIR



GENERAL CONSTRUCTION NOTES

IN ACCORDANCE WITH THE OKLAHOMA UNDERGROUND FACILITIES DAMAGE PREVENTION ACT, THE CONTRACTOR SHALL NOTIFY THE OKLAHOMA ONE-CALL SYSTEM, INC. 48 HOURS PRIOR TO BEGINNING EXCAVATION. OKLAHOMA ONE-CALL SYSTEM, INC. "CALL OKIE" 1-800-522-6543 OR 811.

THIS PROJECT SHALL BE CONSTRUCTED WITHOUT CLOSING THE EXISTING ROAD TO LOCAL AND THROUGH TRAFFIC. SEE STANDARD SPECIFICATIONS FOR MAINTENANCE OF LOCAL AND THROUGH TRAFFIC.

MAINTENANCE OF THROUGH TRAFFIC INCLUDES THE MAINTENANCE OF THE EXISTING ROAD IN CLOSE PROXIMITY TO THE NEW CONSTRUCTION AS SHOWN ON THE PLANS.

IN ORDER TO ALLEVIATE DUST CONDITIONS DURING GRADING OPERATIONS AND BEFORE PAVEMENT WORK IS COMPLETED, THE CONTRACTOR SHALL SPRINKLE GRADING AT INTERVALS APPROVED BY THE ENGINEER. ALL COST TO BE INCLUDED IN OTHER ITEMS OF WORK.

THE CONTRACTOR SHALL NOT WASTE ANY EXCESS EXCAVATION UNTIL ALL PLANNED EMBANKMENTS AND BACKFILLS ARE COMPLETED. EXCESS UNCLASSIFIED EXCAVATION MATERIAL DETERMINED BY THE ENGINEER TO BE SUITABLE FOR BACKFILL SHALL BE USED TO REDUCE ANY UNCLASSIFIED BORROW NEEDED. COST OF SECOND HANDLING SHALL BE INCLUDED IN OTHER ITEMS OF WORK. ANY REMAINING EXCESS EXCAVATION SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND BE DISPOSED OF IN A MANNER APPROVED BY THE ENGINEER.

AREAS ON WHICH SALVAGED TOPSOIL IS TO BE PLACED SHALL HAVE 18-46-0 FERTILIZER APPLIED, AT THE RATE OF 150 POUNDS PER ACRE, JUST PRIOR TO THE REPLACEMENT OF SALVAGED TOPSOIL.

AT THE BEGINNING OF TURFING OPERATIONS, ANY AREAS INCLUDED IN PLANNED QUANTITIES THAT HAVE GROWN A SATISFACTORY VOLUNTEER TURF OF PERENNIAL GRASS, AS DETERMINED BY THE ENGINEER, SHALL BE FERTILIZED AND WATERED AS CALLED FOR ON THE PLANS, BUT SHALL NOT BE SEEDED, SODDED, OR SPRIGGED.

SURFACING OF RETURNS, UNLESS OTHERWISE SHOWN ON THE PLANS, SHALL BE OF THE SAME MATERIAL (BASE AND SURFACE) AS THAT OF THE ABUTTING SHOULDER OF THE MAINLINE. BASE AND SURFACE THICKNESS SHALL BE THE THICKNESS SHOWN ON PLANS.

ONLY THE SILICONE SEALANT OPTIONS, FROM STANDARD LECS-5, WILL BE ALLOWED ON THIS PROJECT.

PRIOR TO FINAL ACCEPTANCE, ALL EXPOSED CURB SURFACES SHALL BE CLEANED OF ALL DISCOLORATION SUCH AS ASPHALT STAIN, TIRE MARKS, OR OTHER DISFIGUREMENT.

ALL FEATURES OF THIS PROJECT INCLUDING, BUT NOT LIMITED TO, PATHS, SIDEWALKS, CURB RAMPS, AND CROSSWALK MARKINGS WILL COMPLY WITH PUBLIC RIGHTS-OF-WAY ACCESSIBILITY GUIDELINES (PROWAG), PUBLISHED JULY 26, 2011. WHERE SPECIAL LIMITATIONS OF EXISTING FEATURES WITHIN THE LIMITS OF THE PROJECT PREVENT FULL COMPLIANCE WITH PROWAG, THE CONTRACTOR WILL IMMEDIATELY NOTIFY THE ENGINEER UPON DISCOVERY OF SUCH FEATURES. THE CONTRACTOR WILL NOT PROCEED WITH ANY OF THE WORK, WHICH IS NOT IN FULL COMPLIANCE WITH PROWAG, WITHOUT PRIOR WRITTEN APPROVAL FROM THE ENGINEER. ANY WORK WHICH IS NOT PERFORMED WITHIN THE GUIDELINES OF PROWAG FOR WHICH THE CONTRACTOR DOES NOT HAVE WRITTEN APPROVAL WILL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.

THE CROSS-SLOPE FOR PATHS, SIDEWALKS, AND RAMPS WITHIN THE LIMITS OF AN ACCESSIBLE ROUTE WILL NOT EXCEED 1:50 OR 2%.

RAMP LONGITUDINAL SLOPES WILL NOT EXCEED 1:12 OR 8.33%.

THE CONTINUOUS PATH'S CROSS SLOPE WILL NOT EXCEED 2% THROUGH DRIVEWAYS. SEE DRIVEWAY DETAIL ON ODOT ROADWAY STANDARD WCR-4 AND SPECIAL DRIVEWAY DETAILS.

SIDEWALK AND RAMP LOCATIONS HAVE BEEN DEPICTED WITHOUT KNOWLEDGE OF ULTIMATE UTILITY STRUCTURE LOCATIONS. LOCATIONS WILL BE ADJUSTED TO AVOID ABOVE GRADE UTILITY STRUCTURES SUCH AS UTILITY POLES, RISERS, GUY ANCHORS, AND OTHER ABOVE GRADE APPURTENANCES. NO SUCH STRUCTURES WILL BE ALLOWED WITHIN THE "PEDESTRIAN ACCESS ROUTE" AS DEFINED BY PROWAG.

CONTRACTOR SHALL PROTECT VALVES AND APPURTENANCES WITHIN THE PROPOSED PAVEMENT AND SHALL ENSURE THAT SUCH FEATURES ARE NOT COVERED BY PROPOSED PAVEMENT.

1D - N. PENIEL AVE. - PAY QUANTITIES - ROADWAY

ROADWAY 100				
ITEM NO.	DESCRIPTION		UNIT	QUANTITY
201(A) 1200	CLEARING AND GRUBBING	(1)	LSUM	1.0
202(H) 2900	EARTHWORK	(2) (3) (R-4, R-6)	LSUM	1.0
221(C) 2400	TEMPORARY SEDIMENT FILTER	(R-8)	EA	3.0
303(A) 1200	AGGREGATE BASE TYPE A	(R-16)	CY	616.0
310(B) 5300	SUBGRADE, METHOD B		SY	3,689.0
325 0100	SEPARATOR FABRIC		SY	3,689.0
414(A) 5200	P.C. CONCRETE PAVEMENT (PLACEMENT)		SY	3,689.0
414(G) 5800	P.C. CONCRETE FOR PAVEMENT		CY	615.0
619(A) 6200	REMOVAL OF STRUCTURES & OBSTRUCTIONS	(5) (R-39, R-40)	LSUM	1.0
619(B) 6376	REMOVAL OF CONCRETE PAVING W/ ASPHALT OVERLAY	(R-40, R-41)	SY	3,886.0
619(C) 6600	SAWING PAVEMENT		LF	2,104.0

1D - N. PENIEL AVE. - PAY QUANTITIES - STAKING - BASE BID

STAKING 600				
ITEM	DESCRIPTION		UNIT	QUANTITY
642(B) 3300	CONSTRUCTION STAKING LEVEL II		LSUM	1

1D - N. PENIEL AVE. - PAY QUANTITIES - CONSTRUCTION - BASE BID

CONSTRUCTION 640				
ITEM	DESCRIPTION		UNIT	QUANTITY
220 1100	SWPPP DOCUMENTATION AND MANAGEMENT		LSUM	1
641 2100	MOBILIZATION		LSUM	1

1D - N. PENIEL AVE. - PAY QUANTITIES - ROADWAY - ADD ALT. #1

ROADWAY 100				
ITEM NO.	DESCRIPTION		UNIT	QUANTITY
230(A) 7200	SOLID SLAB SODDING	(R-6,R-7)	SY	18.0
609(B) 4370	2'-8" COMB. CRB. & CUT (6" MNTBLE)		LF	157.0
610(A) 5200	4" CONCRETE SIDEWALK	(4),(6)	SY	124.0
619(B) 6400	REMOVAL OF CURB	(R-40, R-41)	LF	171.0
619(B) 6404	REMOVAL OF SIDEWALK	(R-40, R-41)	SY	38.0
619(B) 6460	REMOVAL OF 4" CONCRETE DIVIDING STRIP	(R-40, R-41)	SY	57.0
619(C) 6600	SAWING PAVEMENT		LF	105.0

1D - N. PENIEL AVE. - PAY QUANTITIES - ROADWAY - ADD ALT. #2

ROADWAY 100				
ITEM NO.	DESCRIPTION		UNIT	QUANTITY
611(I) 1000	RPLC INLT FRM&GRT (SSIF-FRM,CIG-GRT-VG-F)		EA	2.0

**SUMMARY OF PAY QUANTITY AND NOTES
1D - N. PENIEL AVE.**

1D - N. PENIEL AVE. - SUMMARY OF SURFACING - BASE BID					
STATION EXTENTS	AGGREGATE BASE TYPE A 303(A)	SUBGRADE METHOD B 310(B)	SEPARATOR FABRIC 325	P.C. CONC. PAVEMENT (PLACEMENT) 414(A)	P.C. CONCRETE FOR PAVEMENT 414(G)
	CY	SY	SY	SY	CY
STA 65+54.53 TO STA 72+00	317.21	1,900.29	1,900.29	1,900.29	316.71
STA 72+00 TO STA 78+56.33	298.09	1,788.54	1,788.54	1,788.54	298.09
TOTALS	615.30	3,688.83	3,688.83	3,688.83	614.80

1D - N. PENIEL AVE. - SUMMARY OF REMOVAL QUANTITIES - BASE BID		
STATION EXTENTS	REMOVAL OF CONC PAVEMENT WITH ASPHALT OVERLAY 619(B)	SAWING PAVEMENT 619(C)
	SY	LF
STA 65+54.53 TO STA 78+56.33	3,885.03	2,104
TOTALS	3,885.03	2,104

NOTE: ITEMS TO BE REMOVED MAY OR MAY NOT BE PRESENT IN ANY SPECIFIED LOCATION.

1D - N. PENIEL AVE. - SUMMARY OF EARTHWORK QUANTITIES - BASE BID			
STATION EXTENTS	UNCLASSIFIED EXCAVATION	FILL +15%	EXCESS EXCAVATION
	CY	CY	CY
STA 65+54.53 TO STA 78+56.33	535	2	533
TOTALS	535	2	533

☐ ITEMS LISTED FOR CONTRACTOR INFORMATION ONLY. EARTHWORK TO BE PAID FOR AS LSUM.

1D - N. PENIEL AVE. - SUMMARY OF TEMPORARY SEDIMENT CONTROL - BASE BID		
STATION EXTENTS	LOCATION AND DESCRIPTION	TEMPORARY SEDIMENT FILTER 221(C)
		EA
STA 74+33	AROUND EXISTING INLET LT.	1
STA 78+44	AROUND EXISTING INLET LT.	1
STA 78+54	AROUND EXISTING INLET RT.	1
TOTALS		3

1D - N. PENIEL AVE. SUMMARY OF SURFACING ADD ALT. #1		
STATION EXTENTS	2'-8" COMB CURB & GUT (8" BARRIER) 609(B)	4" CONCRETE SIDEWALK 610(A)
	LF	SY
STA 65+54.53 TO STA 72+00	126.70	76.86
STA 72+00 TO STA 78+56.33	30.28	21.77
TOTALS	156.98	98.63

1D - N. PENIEL AVE. SUMMARY OF DRAINAGE STRUCTURES - ADD ALT. #2				
STRUCTURE NO	STATION	DESCRIPTION	DESIGN	REPLACE INLET FRAME & GRATE 611(I)
				EA
1	CRL N. PENIEL AVE. STA. 74+33	REPLACE INLET FRAME & GRATE, 22' LT.	CI-2-2, SSIF-5-1, CIG-4-1	1
2	CRL N. PENIEL AVE. STA. 78+44	REPLACE INLET FRAME & GRATE, 20' LT.	CI-2-2, SSIF-5-1, CIG-4-1	1
3	CRL N. PENIEL AVE. STA. 78+54	REPLACE INLET FRAME & GRATE, 22' RT.	CI-2-2, SSIF-5-1, CIG-4-1	1
	TOTALS			3

1D - N. PENIEL AVE. - SUMMARY OF REMOVAL QUANTITIES - ADD ALT. #1				
STATION EXTENTS	REMOVAL OF 4" CONCRETE DIVIDING STRIP 619(B)	REMOVAL OF CURB 619(B)	REMOVAL OF SIDEWALK 619(B)	SAWING PAVEMENT 619(C)
	SY	LF	SY	LF
STA 65+54.53 TO STA 78+56.33	56.31	171	37.22	105
TOTALS	56.31	171	37.22	105

NOTE: ITEMS TO BE REMOVED MAY OR MAY NOT BE PRESENT IN ANY SPECIFIED LOCATION.

1D - N. PENIEL AVE. - SUMMARY OF EROSION CONTROL - ADD ALT. #1		
STATION EXTENTS	LOCATION AND DESCRIPTION	SOLID SLAB SODDING 230(A)
		SY
STA 65+54.53 TO STA 72+00	ALONG BACK OF SIDEWALK LT.	5.55
STA 72+00 TO STA 78+56.33	ALONG BACK OF SIDEWALK LT.	11.60
TOTALS		17.15

SUMMARY SHEET
1D - N. PENIEL AVE.

SUGGESTED SEQUENCE OF CONSTRUCTION (1D - N. PENIEL AVE.)

GENERAL NOTES:

THE CONTRACTOR SHALL SEQUENCE CONSTRUCTION TO ENSURE ACCESS TO EXISTING DRIVES IS MAINTAINED DURING ALL CONSTRUCTION OPERATIONS. IF AT ANY TIME ACCESS IS TO BE INTERRUPTED, THEN THE CONTRACTOR SHALL NOTIFY THE PROPERTY OWNER, THE CITY OF BETHANY, AND ALL EMERGENCY AGENCIES A MINIMUM OF FIVE WORKING DAYS BEFORE OPERATIONS BEGIN. DRIVES AND RETURNS SHALL BE CONSTRUCTED DURING OFF PEAK HOURS OR AS DIRECTED BY THE ENGINEER.

CONSTRUCTION PHASES SHALL CONSIST OF CONSTRUCTING ONE LANE EXTENDING NO LONGER THAN ONE BLOCK AT A TIME TO MINIMIZE DISTURBANCE TO ADJACENT PROPERTY OWNERS.

SOLID SLAB SOD SHALL BE PLACED ON PERMANENT SLOPES TO REDUCE THE AMOUNT OF DISTURBED AREAS ON THE PROJECT IN EACH PHASE OF CONSTRUCTION.

AGGREGATE BASE MUST BE LAID THE SAME DAY AS THE SEPARATOR FABRIC TO AVOID EXPOSING THE SEPARATOR FABRIC TO TRAFFIC.

PHASE 1: CONSTRUCT WEST HALF OF N. PENIEL AVE. FROM NW 41ST ST. TO NW 42ND ST.
TRAFFIC ON EXISTING N. PENIEL AVE.

- A PLACE APPROPRIATE ADVANCED WARNING SIGNAGE AND CLOSE THE WEST HALF OF N. PENIEL AVE. TO TRAFFIC FROM CRL STA. 73+20 TO STA. 78+56.33. KEEP EAST LANE OPEN TO LOCAL TRAFFIC ONLY. MAINTAIN A SINGLE LANE OF ONE-WAY TRAFFIC TO NW 41ST ST. AND NW 42ND ST. AT ALL TIMES.
- B IF CONSTRUCTING ADD ALT. # 2, REPLACE HOODS AND GRATES FOR EXISTING DRAINAGE STRUCTURES CALLED OUT ON PANDP SHEETS.
- C CONSTRUCT WEST HALF OF N. PENIEL AVE. FROM CRL STA. 73+20 TO STA. 78+56.33. OPEN WEST LANE AND DRIVES TO TRAFFIC AS PAVEMENT COMPLETION ALLOWS.

PHASE 2: CONSTRUCT EAST HALF OF N. PENIEL AVE. FROM NW 41ST ST. TO NW 42ND ST.
TRAFFIC ON PROPOSED N. PENIEL AVE.

- A PLACE APPROPRIATE ADVANCED WARNING SIGNAGE AND CLOSE THE EAST HALF OF N. PENIEL AVE. TO TRAFFIC FROM CRL STA. 76+25 TO STA. 78+56.33. KEEP WEST LANE OPEN TO LOCAL TRAFFIC ONLY. MAINTAIN A SINGLE LANE OF ONE-WAY TRAFFIC TO NW 42ND ST. AT ALL TIMES.
- B IF CONSTRUCTING ADD ALT. # 2, REPLACE HOODS AND GRATES FOR EXISTING DRAINAGE STRUCTURE CALLED OUT ON PANDP SHEETS.
- C CONSTRUCT EAST HALF OF N. PENIEL AVE. FROM CRL STA. 76+25 TO STA. 78+56.33. OPEN EAST LANE AND DRIVES TO TRAFFIC AS PAVEMENT COMPLETION ALLOWS.
- D PLACE APPROPRIATE ADVANCED WARNING SIGNAGE AND CLOSE THE EAST HALF OF N. PENIEL AVE. TO TRAFFIC FROM CRL STA. 73+20 TO STA. 76+25. KEEP WEST LANE OPEN TO LOCAL TRAFFIC ONLY. MAINTAIN A SINGLE LANE OF ONE-WAY TRAFFIC TO NW 41ST ST. AT ALL TIMES.
- E CONSTRUCT EAST HALF OF N. PENIEL AVE. FROM CRL STA. 73+20 TO STA. 76+25. OPEN EAST LANE AND DRIVES TO TRAFFIC AS PAVEMENT COMPLETION ALLOWS.

SUGGESTED SEQUENCE OF CONSTRUCTION (1D - N. PENIEL AVE.) - CONTINUED

PHASE 3: CONSTRUCT WEST HALF OF N. PENIEL AVE. FROM NW 39TH ST. TO NW 41ST ST.
TRAFFIC ON EXISTING N. PENIEL AVE.

- A PLACE APPROPRIATE ADVANCED WARNING SIGNAGE AND CLOSE THE WEST HALF OF N. PENIEL AVE. TO TRAFFIC FROM CRL STA. 70+00 TO STA. 73+20. KEEP EAST LANE OPEN TO LOCAL TRAFFIC ONLY. MAINTAIN A SINGLE LANE OF ONE-WAY TRAFFIC TO NW 41ST ST. AT ALL TIMES.
- B CONSTRUCT WEST HALF OF N. PENIEL AVE. FROM CRL STA. 70+00 TO STA. 73+20. OPEN WEST LANE AND DRIVES TO TRAFFIC AS PAVEMENT COMPLETION ALLOWS.
- C PLACE APPROPRIATE ADVANCED WARNING SIGNAGE AND CLOSE THE WEST HALF OF N. PENIEL AVE. TO TRAFFIC FROM CRL STA. 68+50 TO STA. 70+00. KEEP EAST LANE OPEN TO LOCAL TRAFFIC ONLY.
- D CONSTRUCT WEST HALF OF N. PENIEL AVE. FROM CRL STA. 68+50 TO STA. 70+00. OPEN WEST LANE AND DRIVES TO TRAFFIC AS PAVEMENT COMPLETION ALLOWS.
- E PLACE APPROPRIATE ADVANCED WARNING SIGNAGE AND CLOSE THE WEST HALF OF N. PENIEL AVE. TO TRAFFIC FROM CRL STA. 65+54.53 TO STA. 68+50. UTILIZING THE FIRE LANE, NARROW LANES TO 10' AND SHIFT TRAFFIC TO THE EAST EDGE OF EXISTING N. PENIEL AVE. FROM STA. 66+85 TO STA. 68+50. FROM STA. 65+54.53 TO STA. 66+85, MAINTAIN A SINGLE LANE OF NORTHBOUND TRAFFIC IN ORDER TO MAINTAIN ACCESS TO N. PENIEL AVE. FROM NW 39TH EXPY.
- F CONSTRUCT WEST HALF OF N. PENIEL AVE. FROM CRL STA. 65+54.53 TO STA. 68+50. OPEN WEST LANE AND DRIVES TO TRAFFIC AS PAVEMENT COMPLETION ALLOWS.

PHASE 4: CONSTRUCT EAST HALF OF N. PENIEL AVE. FROM NW 39TH ST. TO NW 41ST ST.
TRAFFIC ON PROPOSED N. PENIEL AVE.

- A PLACE APPROPRIATE ADVANCED WARNING SIGNAGE AND CLOSE THE EAST HALF OF N. PENIEL AVE. TO TRAFFIC FROM CRL STA. 70+25 TO STA. 73+20. KEEP WEST LANE OPEN TO LOCAL TRAFFIC ONLY. MAINTAIN A SINGLE LANE OF ONE-WAY TRAFFIC TO NW 41ST ST. AT ALL TIMES.
- B CONSTRUCT EAST HALF OF N. PENIEL AVE. FROM CRL STA. 70+25 TO STA. 73+20. OPEN EAST LANE AND DRIVES TO TRAFFIC AS PAVEMENT COMPLETION ALLOWS.
- C PLACE APPROPRIATE ADVANCED WARNING SIGNAGE AND CLOSE THE EAST HALF OF N. PENIEL AVE. TO TRAFFIC FROM CRL STA. 65+54.53 TO STA. 70+25. KEEP WEST LANE OPEN TO LOCAL TRAFFIC ONLY. MAINTAIN A SINGLE LANE OF ONE-WAY TRAFFIC TO NW 39TH ST. AT ALL TIMES.
- D CONSTRUCT EAST HALF OF N. PENIEL AVE. FROM CRL STA. 65+54.53 TO STA. 70+25. OPEN EAST LANE AND DRIVES TO TRAFFIC AS PAVEMENT COMPLETION ALLOWS.
- E COMPLETE FINISHING OPERATIONS AND OPEN N. PENIEL AVE. TO ULTIMATE TRAFFIC CONFIGURATION.

SUGGESTED SEQUENCE OF
CONSTRUCTION
1D - N. PENIEL AVE.

REVISIONS		
NO.	DESCRIPTION	DATE

1D - N. PENIEL AVE. - PAY QUANTITIES - TRAFFIC			
STRIPING - 301			
ITEM	DESCRIPTION	UNIT	TOTAL
856(A) 8216	TRAFFIC STRIPE (MULTI-POLY) (24" WIDE)	(TS-28) LF	105.00
857(F) 9700	PAVEMENT MRKNG REMOVAL (TRAF STRP)	(TS-32) LF	105.00

1D - N. PENIEL AVE. - PAY QUANTITIES - TRAFFIC			
TRAFFIC CONTROL - 303			
ITEM	DESCRIPTION	UNIT	TOTAL
880(B) 6300	CONSTRUCTION SIGNS 0 TO 6.25 SF	(TC-26.33.84) SD	900.00
880(B) 6310	CONSTRUCTION SIGNS 6.26 SF TO 15.99 SF	(TC-26.33.84) SD	420.00
880(B) 6320	CONSTRUCTION SIGNS 16.0 SF TO 32.99 SF	(TC-26.30.33.84)(2) SD	660.00
880(C) 6410	CONSTRUCTION BARRICADES (TYPE III)	(TC-26.84) SD	360.00
880(G) 6805	CHANNELIZER CONES	(TC-26.84) SD	1,800.00

GENERAL CONSTRUCTION NOTES

EXISTING ROADWAY SHALL REMAIN OPEN DURING CONSTRUCTION THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER BARRICADES, LIGHTS, AND SIGNING WITHIN THE LIMITS OF CONSTRUCTION. ALL CONSTRUCTION SIGNING WILL BE IMPLEMENTED ACCORDING TO CONSTRUCTION PLANS. CONSTRUCTION TRAFFIC CONTROL WILL BE INSTALLED IN A MANNER APPROVED BY THE ENGINEER, IN ACCORDANCE WITH CHAPTER VI OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, (CURRENT EDITION), AND COMPLIANT WITH APPLICABLE O.D.O.T. STANDARD DRAWINGS.

THIS PROJECT SHALL BE CONSTRUCTED WITHOUT CLOSING TRAFFIC ON CROSS STREETS. A MINIMUM OF ONE LANE SHALL BE MAINTAINED AT ALL TIMES.

PAY QUANTITY NOTES

- (TS-28) QUANTITY SHOWN INCLUDES 105 L.F. TRAFFIC STRIPE (MULTI-POLYMER) (WHITE) AND WILL BE MEASURED BY THE LINEAR FOOT OF TWENTY-FOUR INCH (24") WIDE TRAFFIC STRIPE.
- (TS-32) THE AMOUNT SHOWN IS AN APPROXIMATION AND THE ACTUAL AMOUNT OF REMOVAL, IF NECESSARY, SHALL BE DETERMINED BY THE ENGINEER. PRICE BID FOR PAVEMENT MARKING REMOVAL (TRAFFIC STRIPE) SHALL INCLUDE COST OF REMOVAL OF ARROWS, WORDS, AND SYMBOLS. THE PAVEMENT MARKING TO BE REMOVED SHALL BE CONSIDERED THERMOPLASTIC AND BID ACCORDINGLY.

GENERAL CONSTRUCTION NOTES

ANY SIGNS AND/OR DELINEATORS WHICH ARE TO BE REMOVED DURING THIS PROJECT WILL BE STORED IN A PROTECTED AREA DESIGNATED BY THE RESIDENT ENGINEER UNTIL SUCH A TIME THAT THEY ARE TO BE RESET BY THE CONTRACTOR. COST OF THIS WORK TO BE INCLUDED IN OTHER ITEMS OF WORK.

EXISTING ROADWAY SHALL REMAIN OPEN DURING CONSTRUCTION THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER BARRICADES, LIGHTS, AND SIGNING WITHIN THE LIMITS OF CONSTRUCTION. ALL CONSTRUCTION SIGNING WILL BE IMPLEMENTED ACCORDING TO CONSTRUCTION PLANS. CONSTRUCTION TRAFFIC CONTROL WILL BE INSTALLED IN A MANNER APPROVED BY THE ENGINEER, IN ACCORDANCE WITH CHAPTER VI OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, (CURRENT EDITION), AND COMPLIANT WITH APPLICABLE O.D.O.T. STANDARD DRAWINGS.

THIS PROJECT SHALL BE CONSTRUCTED WITHOUT CLOSING TRAFFIC ON CROSS STREETS. A MINIMUM OF ONE LANE SHALL BE MAINTAINED AT ALL TIMES.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE HE MAY INFLICT TO THE EXISTING UNDERGROUND UTILITIES WITHIN THE PROJECT AREA AS A RESULT OF HIS DIGGING, TRENCHING, BORING, ETC. PRIOR TO DIGGING NEAR THE UTILITIES, THE CONTRACTOR SHALL CALL FOR A LIST OF ALL UNDERGROUND FACILITIES REGISTERED IN THE AREA OF CONSTRUCTION LISTED WITH THE FOLLOWING AGENCIES: THE "OKIE" NOTIFICATION CENTER 811 OR (405) 522-6543 OR WWW.CALLOKE.COM OR THE LOCAL COUNTY CLERK'S OFFICE.

PAY QUANTITY NOTES

- (TC-26) ALL CONSTRUCTION TRAFFIC CONTROL WILL BE IMPLEMENTED ACCORDING TO CONSTRUCTION PLANS, AND INSTALLED IN A MANNER APPROVED BY THE ENGINEER, IN ACCORDANCE WITH CHAPTER VI OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, (CURRENT EDITION), AND COMPLIANT WITH APPLICABLE O.D.O.T. STANDARD DRAWINGS. PRICE BID FOR THIS ITEM SHALL BE PAYMENT IN FULL FOR THE INSTALLATION, MAINTENANCE AND SUBSEQUENT REMOVAL OF ALL NECESSARY CONSTRUCTION TRAFFIC CONTROL DEVICES REQUIRED FOR COMPLETION OF THE PROJECT.
- ALL SIGNS AND BARRICADES WHICH ARE SHOWN WITH TYPE 'A' LIGHTS IN THE STANDARD DRAWINGS SHALL HAVE THE CORRESPONDING LIGHT ATTACHED DURING NON-DAYLIGHT HOURS.
- (TC-30) INCLUDED IN THIS ITEM ARE ALL S.C.S. (SPECIAL CONSTRUCTION SIGNING) SIGNS WHICH ARE BETWEEN 16.00 S.F. AND 32.99 S.F. ALSO INCLUDED IN THIS ITEM SHALL BE THE COST OF INSTALLATION, MAINTENANCE, AND REMOVAL OF THESE SIGNS.
- (TC-33) ALL CONSTRUCTION WORK ZONE SIGNS SHALL HAVE FLUORESCENT SHEETING. THE FLUORESCENT SHEETING SHALL MEET THE REQUIREMENTS OF ASTM D4956 (LATEST REVISION).
- THE MANUFACTURER SHALL FURNISH A TYPE 'D' CERTIFICATION IN ACCORDANCE WITH O.D.O.T. STANDARD SPECIFICATIONS (CURRENT EDITION) SUBSECTION 106.04. THE CERTIFICATION SHALL INCLUDE TEST RESULTS ON MATERIAL SUBMITTED FOR APPROVAL.
- (TC-84) 60 CONSTRUCTION CALENDAR DAYS WERE USED TO COMPUTE THE SIGN DAY PAY ITEMS. THE AMOUNT OF CALENDAR DAYS USED TO COMPUTE THE SIGN DAY PAY ITEMS IS AN ESTIMATED QUANTITY ONLY, BASED ON THE CURRENT O.D.O.T. STANDARDS AND SUGGESTED CONSTRUCTION SEQUENCE FOR THIS PROJECT. THESE ESTIMATED SIGN DAY QUANTITIES MAY CHANGE AS THE PROJECT'S CONSTRUCTION TRAFFIC CONTROL IS MODIFIED DURING CONSTRUCTION.
- (2) THE LARGE BLUE SIGNS PLACED ON THIS PROJECT DURING CONSTRUCTION SHALL BECOME THE PROPERTY OF THE CITY OF BETHANY UPON COMPLETION OF THE PROJECT. THE CONTRACTOR SHALL REMOVE THE SIGNS WITH CARE AND DELIVER THEM TO THE CITY OF BETHANY AS DIRECTED BY CITY PERSONNEL.

05-13-24 G:\Projects\1-2025 - TC Co Bond Projects\5 Locations - Bethany, OK\1D-PENIEL AVE. SHEETS\1D-2050000 & 1H-STRIPING & TRAFFIC CONTROL PAY QUANTITIES & NOTES.DWG - N. PENIEL AVE.dwg

Design	RWR	05-13-24
Drawn	SB	05-13-24
TEC A CLEAR DIRECTOR		

**STRIPING & TRAFFIC CONTROL
PAY QUANTITIES & NOTES
1D - N. PENIEL AVE.**

Project No. 2023001(1D & 1H) Sheet No. AT01
OKLAHOMA COUNTY

STORM WATER MANAGEMENT PLAN

SITE DESCRIPTION

EROSION AND SEDIMENT CONTROLS

PROJECT LIMITS: PENIEL AVE. FROM NW 39TH TO NW 42ND (ID).

PROJECT DESCRIPTION: PAVEMENT IMPROVEMENT PROJECT G.O. BOND.

SUGGESTED SEQUENCE OF EROSION CONTROL ACTIVITIES: PRIOR TO INITIATING SOIL DISTURBING ACTIVITIES, THE CONTRACTOR WILL INSTALL ALL PERIMETER TEMPORARY SEDIMENT CONTROLS SPECIFIED, STRIP, STOCKPILE AND STABILIZE TOPSOIL, CLEAR AND GRUB ONLY IN NECESSARY AREAS, PRESERVING AS MUCH NATIVE VEGETATION AS POSSIBLE. INSTALL, MAINTAIN AND/OR MOVE TEMPORARY SEDIMENT ITEMS WITH CONSTRUCTION OPERATIONS AS PRACTICAL. IF DIRECTED BY THE ENGINEER, PLANT TEMPORARY SEEDING, REPLACE TOPSOIL AND DEVICES WHEN AN ACCEPTABLE VEGETATIVE COVER (AT LEAST 70%) HAS BEEN ATTAINED. AS SITE CONDITIONS WARRANT, THE CONTRACTOR MAY CHOOSE TO MODIFY THE TYPE OR ARRANGEMENT OF SPECIFIED PRACTICES TO IMPROVE THEIR EFFECTIVENESS AS APPROVED BY THE ENGINEER, THE CONTRACTOR WILL MAINTAIN A LOG OF THE DATES OF MAJOR SOIL DISTURBANCE ACTIVITIES, AND ALSO THE DATES OF INSTALLATION OF EROSION CONTROL MEASURES.

SOIL TYPE: SILT LOAM (ID)

TOTAL AREA OF THE CONSTRUCTION SITE: 1.53 AC (ID)

ESTIMATED AREA TO BE DISTURBED: 0.01 AC (ID)

OFFSITE AREA TO BE DISTURBED: (FOR CONTRACTOR USE)

TOTAL IMPERVIOUS AREA PRE-CONSTRUCTION: 1.34 AC (ID)

TOTAL IMPERVIOUS AREA POST-CONSTRUCTION: 1.34 AC (ID)

POST-CONSTRUCTION RUNOFF COEFFICIENT OF THE SITE: 0.78 (ID)

LATITUDE & LONGITUDE OF CENTER OF PROJECT: 35.513403° N, 97.627800° W (ID)

PROJECT WILL DISCHARGE TO:

NAME OF RECEIVING WATERS: ISOLA BELLA LAKE (ID)

SENSITIVE WATERS OR WATERSHEDS: YES NO

303(d) IMPAIRED WATERS: YES NO

IF YES, LIST IMPAIRMENT: _____

LOCATED IN A TMDL: YES NO

LAKE THUNDERBIRD TMDL: YES NO

MS4 ENTITY: YES NO

IF YES, LOCATION: CITY OF BETHANY

NOTE:
THIS SHEET SHOULD BE USED IN CONJUNCTION WITH A DRAINAGE MAP THAT ILLUSTRATES THE DRAINAGE PATTERNS/PATHWAYS AND RECEIVING WATERS FOR THIS PROJECT. THIS SHEET SHOULD ALSO BE USED WITH THE EROSION CONTROL SUMMARIES, PAY ITEMS, & NOTES.

SOIL STABILIZATION PRACTICES:

- TEMPORARY SEEDING
- PERMANENT SODDING, SPRIGGING OR SEEDING
- VEGETATIVE MULCHING
- SOIL RETENTION BLANKET
- PRESERVATION OF EXISTING VEGETATION
- HYDROMULCH / HYDROSEED

NOTE: TEMPORARY EROSION CONTROL METHODS MUST BE USED ON ALL DISTURBED AREAS WHERE CONSTRUCTION ACTIVITIES HAVE CEASED FOR OVER 14 DAYS. METHODS USED WILL BE AS SHOWN ON PLANS, OR AS DIRECTED BY THE ENGINEER.

STRUCTURAL PRACTICES:

- STABILIZED CONSTRUCTION EXIT
- TEMPORARY SILT FENCE
- TEMPORARY SILT DIKES
- TEMPORARY FIBER LOG
- DIVERSION, INTERCEPTOR OR PERIMETER DIKES
- DIVERSION, INTERCEPTOR OR PERIMETER SWALES
- ROCK FILTER DAMS
- TEMPORARY SLOPE DRAIN
- PAVED DITCH W/ DITCH LINER PROTECTION
- TEMPORARY DIVERSION CHANNELS
- TEMPORARY SEDIMENT BASINS
- TEMPORARY SEDIMENT TRAPS
- TEMPORARY SEDIMENT FILTERS
- TEMPORARY SEDIMENT REMOVAL
- RIP RAP
- INLET PROTECTION
- TEMPORARY BRUSH SEDIMENT BARRIERS
- SANDBAG BERMS
- TEMPORARY STREAM CROSSINGS
- FLEXAMAT / ARTICULATED CONCRETE BLOCK
- COMPOST FILTER SOCKS
- EROSION CONTROL MATS AND BLANKETS

OFFSITE VEHICLE TRACKING:

- HAUL ROADS DAMPENED FOR DUST CONTROL
- LOADED HAUL TRUCKS TO BE COVERED WITH TARPULIN
- EXCESS DIRT ON ROAD REMOVED DAILY

NOTES:

THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR THE FOLLOWING:

MAINTENANCE AND INSPECTION:

ALL EROSION AND SEDIMENT CONTROLS WILL BE MAINTAINED IN GOOD WORKING ORDER FROM THE BEGINNING OF CONSTRUCTION UNTIL AN ACCEPTABLE VEGETATIVE COVER IS ESTABLISHED. INSPECTION BY THE CONTRACTOR AND ANY NECESSARY REPAIRS SHALL BE PERFORMED ONCE EVERY 7 CALENDAR DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCH AS RECORDED BY A NON-FREEZING RAIN GAUGE TO BE LOCATED ON SITE. POTENTIALLY ERODIBLE AREAS, DRAINAGEWAYS, MATERIAL STORAGE, STRUCTURAL DEVICES, CONSTRUCTION ENTRANCES AND EXITS ALONG WITH EROSION AND SEDIMENT CONTROL LOCATIONS ARE EXAMPLES OF SITES THAT NEED TO BE INSPECTED.

WASTE MATERIALS:

PROPER MANAGEMENT AND DISPOSAL OF CONSTRUCTION WASTE MATERIAL IS REQUIRED BY THE CONTRACTOR. MATERIALS INCLUDE STOCKPILES, SURPLUS, DEBRIS AND ALL OTHER BY-PRODUCTS FROM THE CONSTRUCTION PROCESS. PRACTICES INCLUDE DISPOSAL, PROPER MATERIALS HANDLING, SPILL PREVENTION AND CLEANUP MEASURES. CONTROLS AND PRACTICES SHALL MEET THE REQUIREMENTS OF ALL FEDERAL, STATE AND LOCAL AGENCIES.

HAZARDOUS MATERIALS:

PROPER MANAGEMENT AND DISPOSAL OF HAZARDOUS WASTE MATERIALS IS REQUIRED. THE CONTRACTOR IS RESPONSIBLE FOR FOLLOWING MANUFACTURER'S RECOMMENDATIONS, STATE AND FEDERAL REGULATIONS TO ENSURE CORRECT HANDLING, DISPOSAL, SPILL PREVENTION AND CLEANUP MEASURES. EXAMPLES INCLUDE BUT ARE NOT LIMITED TO: PAINTS, ACIDS, CLEANING SOLVENTS, CHEMICAL ADDITIVES, CONCRETE CURING COMPOUNDS AND CONTAMINATED SOILS.

GENERAL NOTES:

A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IS REQUIRED TO COMPLY WITH THE OKLAHOMA POLLUTION DISCHARGE ELIMINATION SYSTEM (OPDES) REGULATIONS. THIS PLAN IS INITIATED DURING THE DESIGN PHASE, CONFIRMED IN THE PRE-WORK MEETINGS AND AVAILABLE ON THE JOB SITE ALONG WITH COPIES OF THE NOTICE OF INTENT (NOI) FORM AND PERMIT CERTIFICATE THAT HAVE BEEN FILED WITH THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ). THE PLAN MUST BE KEPT CURRENT WITH UP-TO-DATE AMENDMENTS DURING THE PROGRESSION OF THE PROJECT. ALL CONTRACTOR OFF-SITE OPERATIONS ASSOCIATED WITH THE PROJECT MUST BE DOCUMENTED IN THE SWPPP, I.E., BORROW PITS, WORK ROADS, DISPOSAL SITES, ASPHALT/CONCRETE PLANTS, ETC. THE BASIC GOAL OF STORM WATER MANAGEMENT IS TO IMPROVE WATER QUALITY BY REDUCING POLLUTANTS IN STORM WATER DISCHARGES. RUNOFF FROM CONSTRUCTION SITES HAS A POTENTIAL FOR POLLUTION DUE TO EXPOSED SOILS AND THE PRESENCE OF HAZARDOUS MATERIALS USED IN THE CONSTRUCTION PROCESS. THE PREVENTION OF SOIL EROSION, CONTAINMENT OF HAZARDOUS MATERIALS AND/OR THE INTERCEPTION OF THESE POLLUTANTS BEFORE LEAVING THE CONSTRUCTION SITE ARE THE BEST PRACTICES FOR CONTROLLING STORM WATER POLLUTION.

THE FOLLOWING SECTIONS OF THE 2019 ODOT STANDARD SPECIFICATIONS SHOULD BE NOTED:

- 103.05 BONDING REQUIREMENTS
- 104.10 FINAL CLEANING UP
- 104.12 CONTRACTOR'S RESPONSIBILITY FOR WORK
- 104.13 ENVIRONMENTAL PROTECTION
- 106.08 STORAGE AND HANDLING OF MATERIAL
- 107.01 LAWS, RULES, AND REGULATIONS TO BE OBSERVED
- 107.20 STORM WATER MANAGEMENT
- 220 MANAGEMENT OF EROSION, SEDIMENTATION, AND STORM WATER POLLUTION PREVENTION
- 221 TEMPORARY SEDIMENT CONTROL

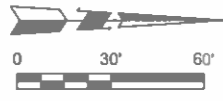
IN ADDITION:

"ODEQ GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES WITHIN THE STATE OF OKLAHOMA." ODEQ, WATER QUALITY DIVISION, OCTOBER 18, 2022.

ADDITIONAL PERMITS REQUIRED FROM OKLAHOMA WATER RESOURCES BOARD AND/OR MUNICIPALITY FOR USE OF SURFACE, GROUND OR CITY WATER SOURCES FOR ACTIVITIES SUCH AS WATERING.

**STORM WATER
MANAGEMENT PLAN**

Project No. 2023001(A) Sheet No. R001



LEGEND

- BASE BID
- ADD ALTERNATE #1

DO NOT DISTURB EXISTING CURB UNLESS OTHERWISE DIRECTED BY THE CITY OR NOTED IN THE PLANS.

SEC. 16 T12N R4W

STA 65+00.00
N=186342.6250
E=2079277.4616

SEC. 16 T12N R4W

STA. 65+54.53 - BEGIN CONSTRUCTION

CRL PENIEL AVE.

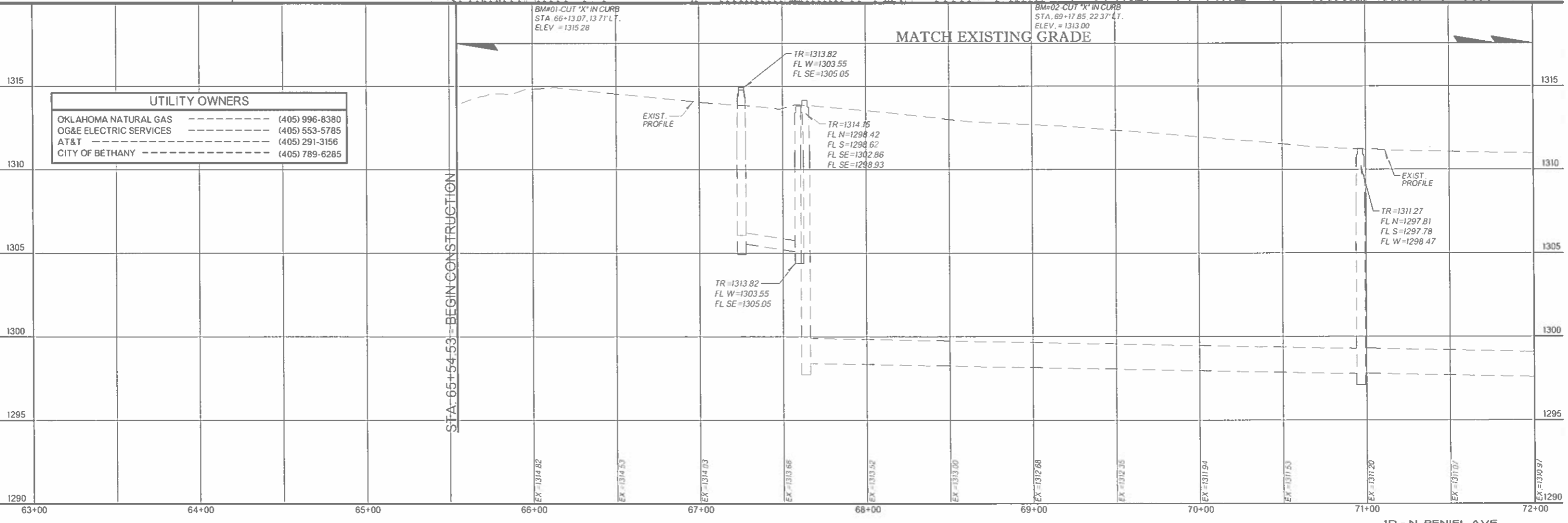
1D - N. PENIEL AVE.

UTILITY OWNERS		
OKLAHOMA NATURAL GAS	-----	(405) 996-8380
OG&E ELECTRIC SERVICES	-----	(405) 553-5785
AT&T	-----	(405) 291-3156
CITY OF BETHANY	-----	(405) 789-6285

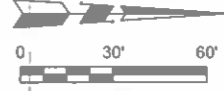
BM#01 CUT 'X' IN CURB
STA 66+13.07, 13.71' LT.
ELEV = 1315.28

BM#02 CUT 'X' IN CURB
STA 69+17.85, 22.37' LT.
ELEV = 1313.00

MATCH EXISTING GRADE



SEC. 16 T12N R4W



LEGEND

- BASE BID
- ADD ALTERNATE #1

DRAIN PAVEMENT TO EXIST. STRUCTURE
 ADD ALT. #2 REPLACE INLET FRAME & GRATE

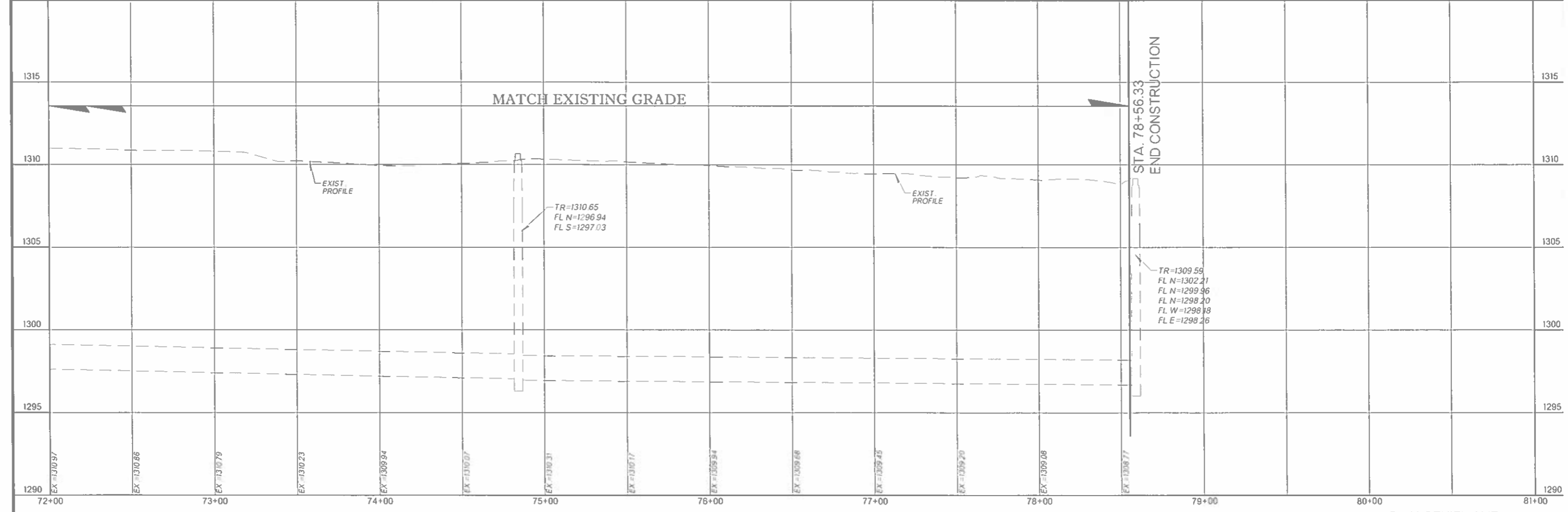
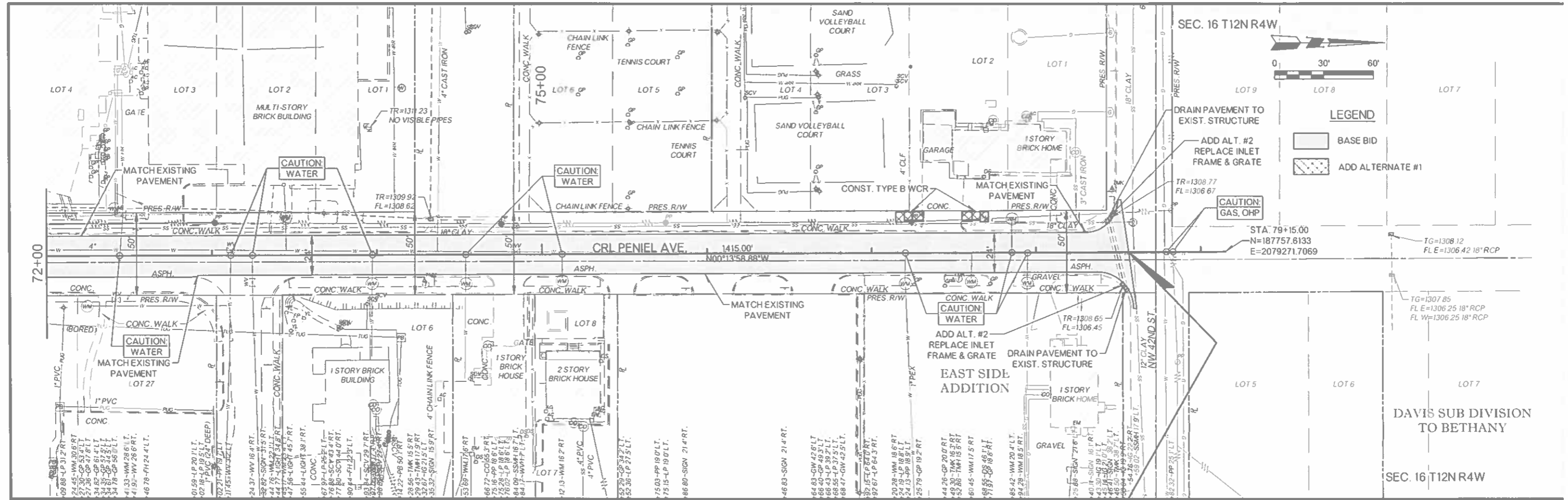
CAUTION: GAS, OHP

STA 79+15.00
 N=187757.8133
 E=2079271.7069

TG=1307.85
 FL E=1306.25 18" RCP
 FL W=1306.25 18" RCP

DAVIS SUB DIVISION TO BETHANY

SEC. 16 T12N R4W



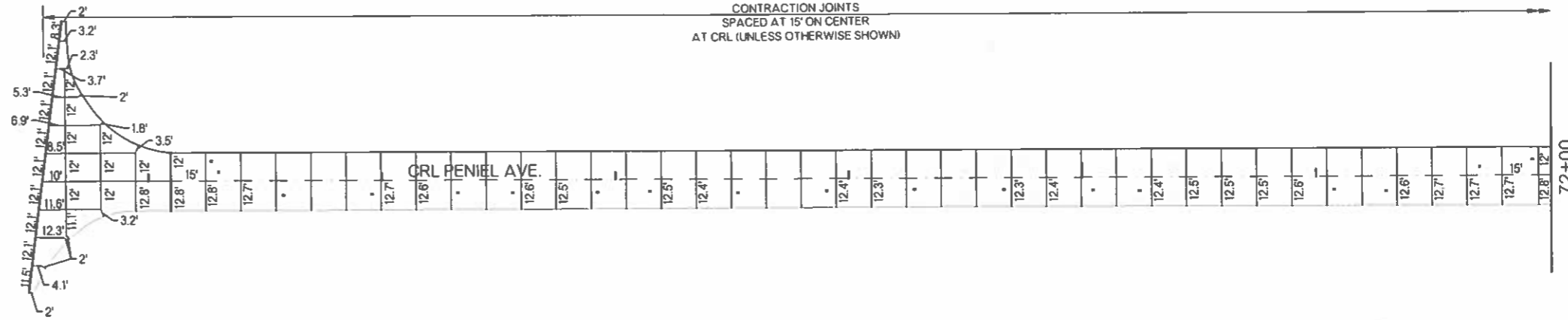
STA. 78+56.33
 END CONSTRUCTION

1D - N. PENIEL AVE.

SEC. 16 T12N R4W

65+00

70+00



LEGEND

- EXPANSION / ISOLATION JOINT
- CONTRACTION JOINT
- - - LONGITUDINAL JOINT

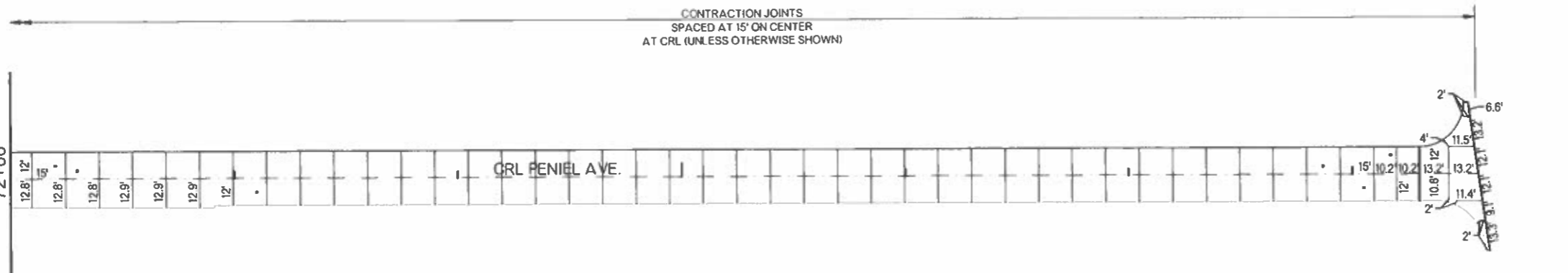
ISOLATION JOINTS TO BE USED AROUND INLETS.
 TIED BUTT/LONGITUDINAL JOINTS TO BE USED AROUND ISLANDS.
 LONGITUDINAL JOINTS ON DRIVEWAYS AND STREET RETURNS
 SHOULD MATCH EXISTING JOINTS.



SEC. 16 T12N R4W
 SEC. 16 T12N R4W

75+00

72+00



SEC. 16 T12N R4W

**JOINT LAYOUT
 1D - N. PENIEL AVE.**



LEGEND

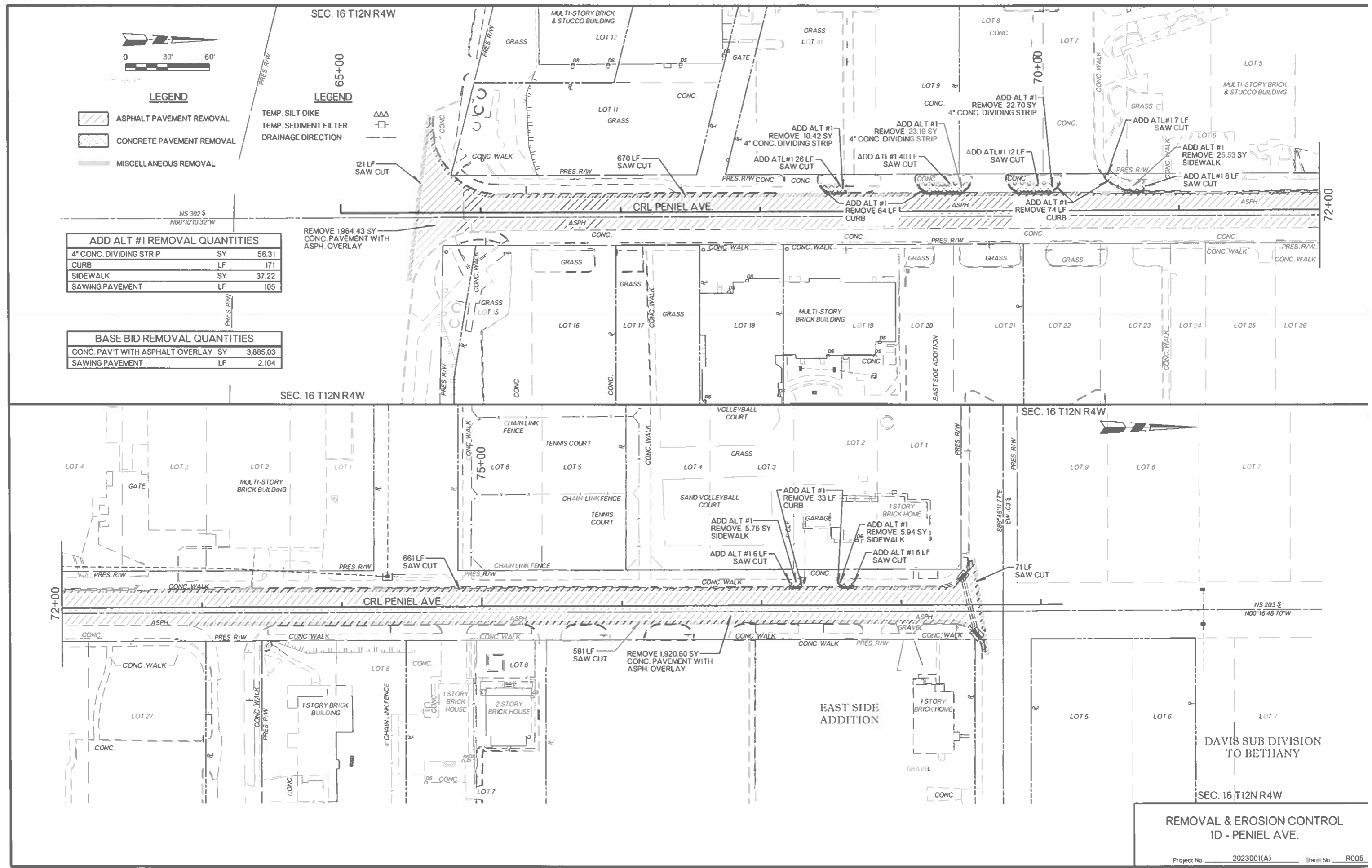
- ASPHALT PAVEMENT REMOVAL
- CONCRETE PAVEMENT REMOVAL
- MISCELLANEOUS REMOVAL

LEGEND

- TEMP. SILT DIKE
- TEMP. SEDIMENT FILTER
- DRAINAGE DIRECTION

ADD ALT #1 REMOVAL QUANTITIES		
4" CONC. DIVIDING STRIP	SY	56.31
CURB	LF	171
SIDEWALK	SY	37.22
SAWING PAVEMENT	LF	105

BASE BID REMOVAL QUANTITIES		
CONC. PAV'T WITH ASPHALT OVERLAY	SY	3,885.03
SAWING PAVEMENT	LF	2,104

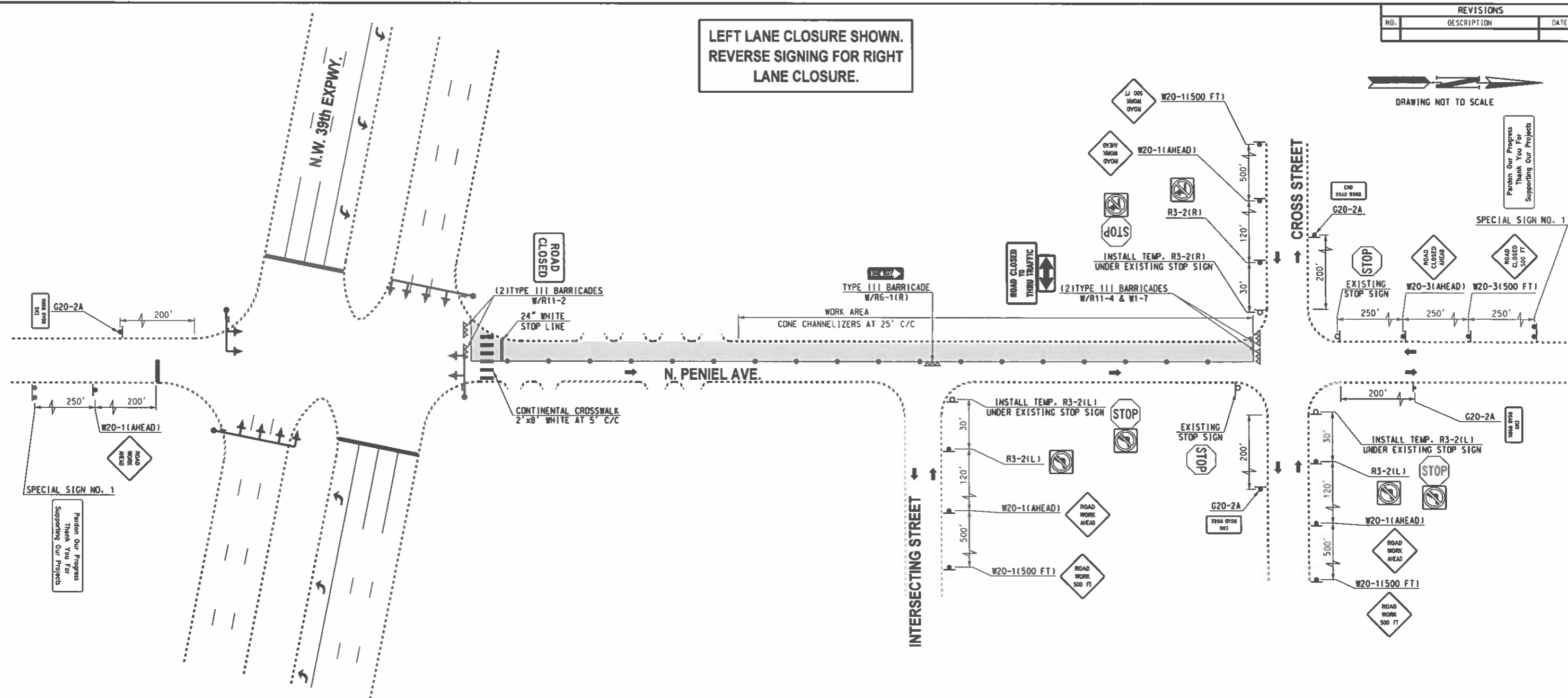


REMOVAL & EROSION CONTROL
ID - PENIEL AVE.

Project No. 2023001(A) Sheet No. R005

REVISIONS		
NO.	DESCRIPTION	DATE

LEFT LANE CLOSURE SHOWN.
REVERSE SIGNING FOR RIGHT
LANE CLOSURE.



Design	RWR	05-13-24
Drawn	CCC	05-13-24



TYPICAL LANE CLOSURE DETAIL
1D - N. PENIEL AVE.

Project No. 2023001(1D & 1H) Sheet No. T001
OKLAHOMA COUNTY

05-13-24 G:\Projects\1-3025 - TC Co Bond Projects\5 Locations - Bethany,OK\CAD\PENIEL AVE. SHEETS\1D01-2023001D & 1H-TYPICAL LANE CLOSURE DETAIL 1D - N. PENIEL AVE.dgn

BEST MANAGEMENT PRACTICE REFERENCE MATRIX

BEST MANAGEMENT PRACTICE (BMP)	STANDARD DRAWING NUMBER	PLAN SYMBOL	MATERIAL REFERENCES	CONSTRUCTION REFERENCES	USAGE GUIDELINES
REINFORCED SILT FENCE (AS PERIMETER CONTROL)	RSF		221.02C 712.06	221.04C	REINFORCED SILT FENCE, INSTALLED AS A TEMPORARY PERIMETER CONTROL AT THE BOTTOM OF BARREN SLOPES, AROUND DISTURBED CONSTRUCTION AREAS AND TEMPORARY SOIL STOCKPILES, SHOULD RETAIN THE SOIL ON DISTURBED LAND UNTIL CONSTRUCTION ACTIVITIES ARE SUFFICIENTLY COMPLETED TO ALLOW REVEGETATION AND PERMANENT SOIL STABILIZATION.
TEMPORARY SLOPE DRAIN	SD		221.02A	221.04A	A TEMPORARY SLOPE DRAIN IS CONSTRUCTED WITH A FLEXIBLE PIPE OR CONDUIT EXTENDING FROM THE TOP OF A CUT OR FILL SLOPE INTO A BED OF RIP RAP DOWN SLOPE. THE PURPOSE OF THE TEMPORARY SLOPE DRAIN IS TO CONVEY STORMWATER RUNOFF DOWN THE FACE OF THE SLOPE WITHOUT CAUSING EROSION ON THE SLOPE. THE TEMPORARY EARTHEN BERM IS USED TO REDUCE SLOPE LENGTH AND DIVERT RUNOFF TO THE TEMPORARY SLOPE DRAIN PIPE. MAXIMUM DRAINAGE AREA IS 0.50 ACRE.
TEMPORARY FIBER LOG	TFL		221.02H	221.04H	TEMPORARY FIBER LOGS ARE APPROPRIATE FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT, MOST NOTABLY ON SLOPES. TEMPORARY FIBER LOGS ARE NOT TO BE USED IN ACTIVE STREAMS.
TEMPORARY SEDIMENT BASIN	TSB		221.02E	221.04E	TEMPORARY SEDIMENT BASINS ARE USED TO REDUCE TURBIDITY OF CONSTRUCTION STORMWATER RUNOFF DURING GRADING.
STABILIZED CONSTRUCTION EXIT	SCE		713.03		STABILIZED CONSTRUCTION EXITS ARE INSTALLED AT POINTS OF VEHICULAR INGRESS AND EGRESS. THE STABILIZED CONSTRUCTION ENTRANCES REDUCE THE AMOUNT OF SEDIMENT TRANSPORTED ONTO PAVED PUBLIC TRAVEL WAYS BY CONSTRUCTION EQUIPMENT AND OTHER MOTOR VEHICLES.
DITCH CHECK STRUCTURES	STANDARD DRAWING NUMBER	PLAN SYMBOL	MATERIAL REFERENCES	CONSTRUCTION REFERENCES	INSTALL DITCH CHECKS TO CONTROL RUNOFF VELOCITY, TRAP SEDIMENTS AND REDUCE EROSION. DRAINAGE AREA, DITCH GRADIENT AND SOIL TYPE AID IN SELECTING THE PROPER DITCH CHECK.
TEMPORARY ROCK FILTER DAM (AS DITCH CHECK)	TRFD		221.02G 712.02, 713.03, 732.09	221.04G	TEMPORARY ROCK FILTER DAM DITCH CHECKS ARE CONSTRUCTED ACROSS THE DITCH OR SWALE TO LOWER THE VELOCITY OF CONCENTRATED WATER FLOWS AND CAPTURE SEDIMENT.
TEMPORARY ROCK FILTER DAM (WITH SEDIMENT TRAP)	TRFD		221.02G 712.02, 713.03, 732.09	221.04G	A TEMPORARY ROCK FILTER DAM DITCH CHECK WITH SEDIMENT TRAP IS USUALLY USED AT THE END OF A SERIES OF ROCK FILTER DAM DITCH CHECKS. THE PRIMARY PURPOSE IS TO INTERCEPT SEDIMENT AND, SECONDLY, REDUCE VELOCITY. PROTECT THE CHANNEL DOWNSTREAM OF THE LOWEST CHECK DAM FROM EROSION, SINCE WATER WILL FLOW OVER AND AROUND THE DAM.
TEMPORARY SILT DIKE (AS DITCH CHECK)	TSD		221.02F 735.07	221.04F	THE PRIMARY PURPOSE OF A TEMPORARY SILT DIKE DITCH CHECK IS TO CONTROL THE SEDIMENT WHILE ITS SECONDARY PURPOSE IS TO SLOW THE VELOCITY OF THE WATER, THEREBY CONTROLLING THE EROSION OF THE SOILS IN THE DITCH.
REINFORCED SILT FENCE (AS DITCH CHECK)	RSF		221.02C AASHTO M288	221.04C	REINFORCED SILT FENCE DITCH CHECKS ARE PRIMARILY USED IN ROADSIDE DITCHES AND AREAS OF SHEET FLOW.
INLET PROTECTION STRUCTURES	STANDARD DRAWING NUMBER	PLAN SYMBOL	MATERIAL REFERENCES	CONSTRUCTION REFERENCES	CONFIGURATIONS MAY BE ADJUSTED WITH APPROVAL OF THE ENGINEER FOR TRAVELWAY SAFETY, WATER FLOW, SOIL OR INSTALLATION CHALLENGES.
FIBER LOG (AS INLET PROTECTION)	TFL		221.02H	221.04H	FIBER LOG INLET PROTECTION PROVIDES SEDIMENT TRAPPING BY PONDING STORMWATER TO A DEPTH EQUAL TO OR LESS THAN THE FIBER LOG DIAMETER. ENSURE POTENTIAL PONDING WILL NOT HAVE ADVERSE IMPACTS.
AGGREGATE INLET PROTECTION	IPD		221.02D	221.04D	THE ELEVATION OF THE TOP OF THE REQUIRED STONE BERM SHALL BE A MINIMUM OF 1.5 FEET ABOVE THE ELEVATION OF THE INLET WORKING POINT AND A MINIMUM OF 6 INCHES BELOW THE ELEVATION OF THE OUTSIDE EDGE OF THE INSIDE SHOULDER.
REINFORCED SILT FENCE (AS INLET PROTECTION)	IPD		221.02C	221.04C	REINFORCED SILT FENCE INLET PROTECTION PROVIDES SEDIMENT TRAPPING BY PONDING STORMWATER TEMPORARILY BEFORE IT ENTERS THE INLET. ENSURE POTENTIAL PONDING WILL NOT HAVE ADVERSE IMPACTS.

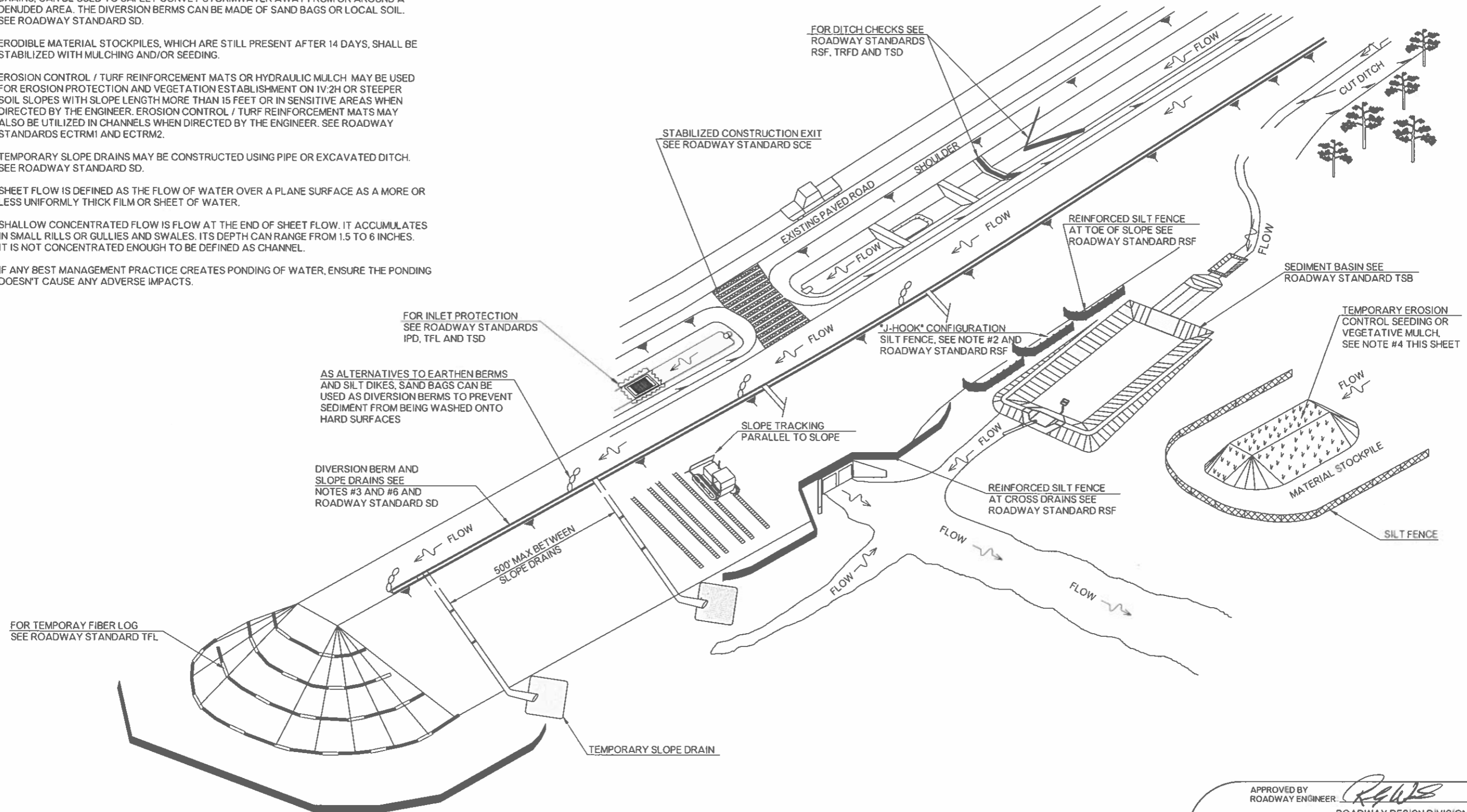
APPROVED BY ROADWAY ENGINEER: DATE: 6/12
ROADWAY DESIGN DIVISION STANDARD



BEST MANAGEMENT PRACTICE REFERENCE MATRIX

GENERAL NOTES

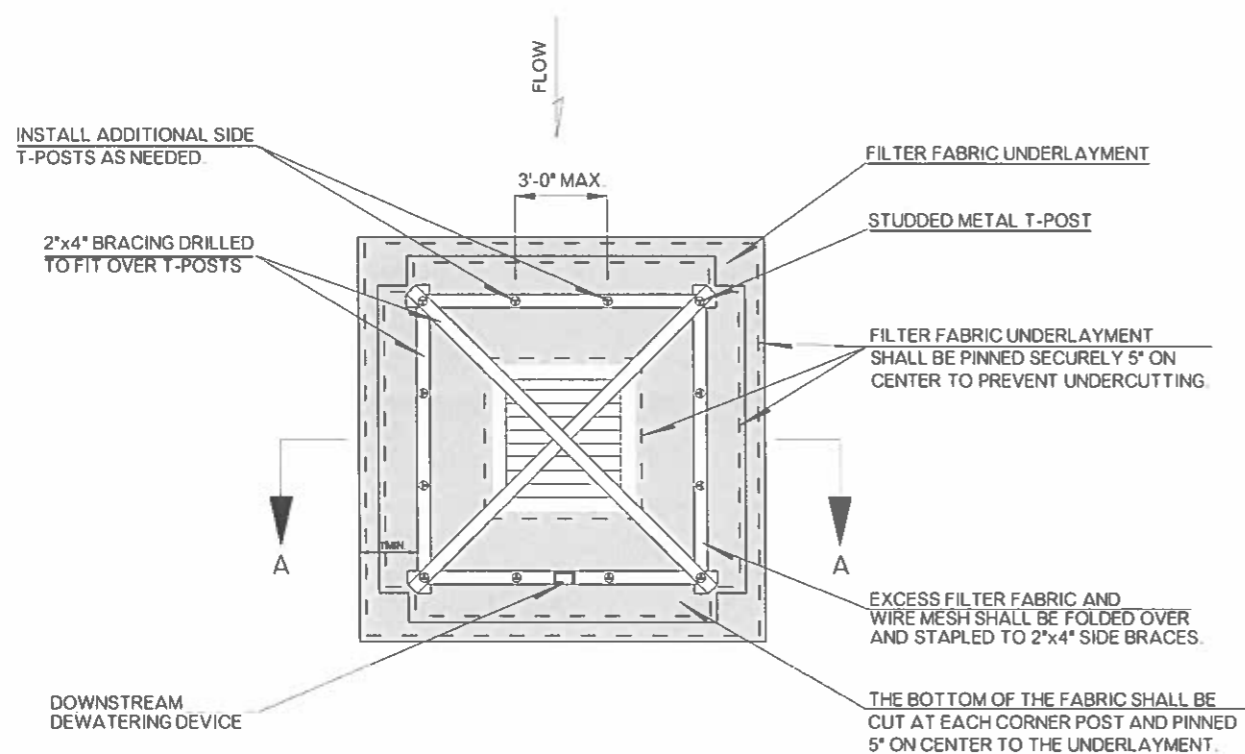
1. ALL CONSTRUCTION AND MATERIAL REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE 2019 ODOT STANDARD SPECIFICATIONS.
2. "J-HOOK" CONFIGURATION SILT FENCE APPLICATIONS ARE TO BE USED IN CONJUNCTION WITH PERIMETER SILT FENCE WHEN STORMWATER RUNOFF IS IN TWO DIRECTIONS (DOWN A FILL SLOPE AND DOWN GRADIENT ALONG THE RIGHT-OF-WAY).
3. FOR SHEET FLOW OR NON-CONCENTRATED FLOW, DIVERSION BERMS, AS PART OF SLOPE DRAINS, CAN BE USED TO SAFELY CONVEY STORMWATER AWAY FROM OR AROUND A DENUDE AREA. THE DIVERSION BERMS CAN BE MADE OF SAND BAGS OR LOCAL SOIL. SEE ROADWAY STANDARD SD.
4. ERODIBLE MATERIAL STOCKPILES, WHICH ARE STILL PRESENT AFTER 14 DAYS, SHALL BE STABILIZED WITH MULCHING AND/OR SEEDING.
5. EROSION CONTROL / TURF REINFORCEMENT MATS OR HYDRAULIC MULCH MAY BE USED FOR EROSION PROTECTION AND VEGETATION ESTABLISHMENT ON 1V:2H OR STEEPER SOIL SLOPES WITH SLOPE LENGTH MORE THAN 15 FEET OR IN SENSITIVE AREAS WHEN DIRECTED BY THE ENGINEER. EROSION CONTROL / TURF REINFORCEMENT MATS MAY ALSO BE UTILIZED IN CHANNELS WHEN DIRECTED BY THE ENGINEER. SEE ROADWAY STANDARDS ECTRM1 AND ECTRM2.
6. TEMPORARY SLOPE DRAINS MAY BE CONSTRUCTED USING PIPE OR EXCAVATED DITCH. SEE ROADWAY STANDARD SD.
7. SHEET FLOW IS DEFINED AS THE FLOW OF WATER OVER A PLANE SURFACE AS A MORE OR LESS UNIFORMLY THICK FILM OR SHEET OF WATER.
8. SHALLOW CONCENTRATED FLOW IS FLOW AT THE END OF SHEET FLOW. IT ACCUMULATES IN SMALL RILLS OR GULLIES AND SWALES. ITS DEPTH CAN RANGE FROM 1.5 TO 6 INCHES. IT IS NOT CONCENTRATED ENOUGH TO BE DEFINED AS CHANNEL.
9. IF ANY BEST MANAGEMENT PRACTICE CREATES PONDING OF WATER, ENSURE THE PONDING DOESN'T CAUSE ANY ADVERSE IMPACTS.



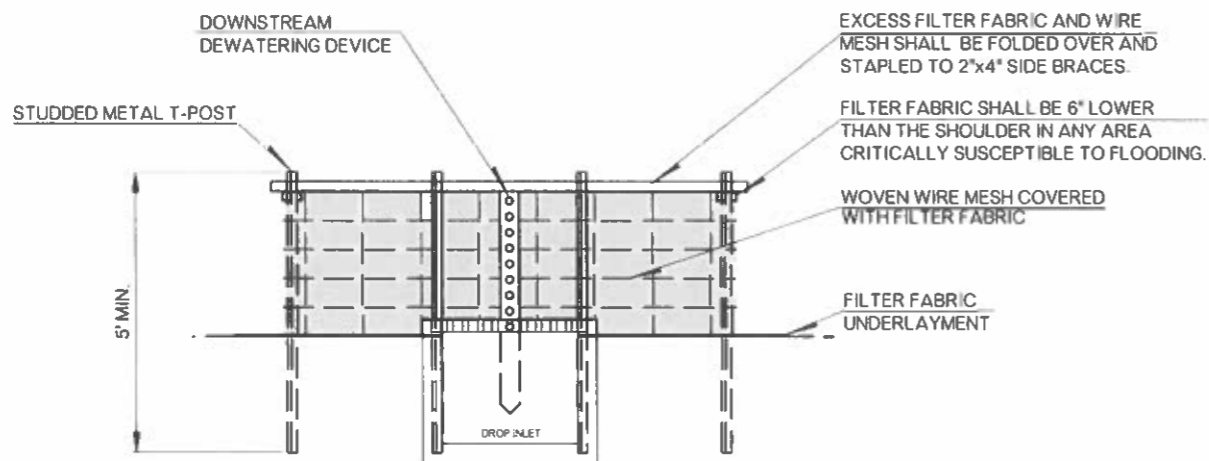
APPROVED BY ROADWAY ENGINEER *RWS* DATE *6/21*
 ROADWAY DESIGN DIVISION STANDARD
 TYPICAL TEMPORARY EROSION/
 SEDIMENT CONTROL APPLICATIONS



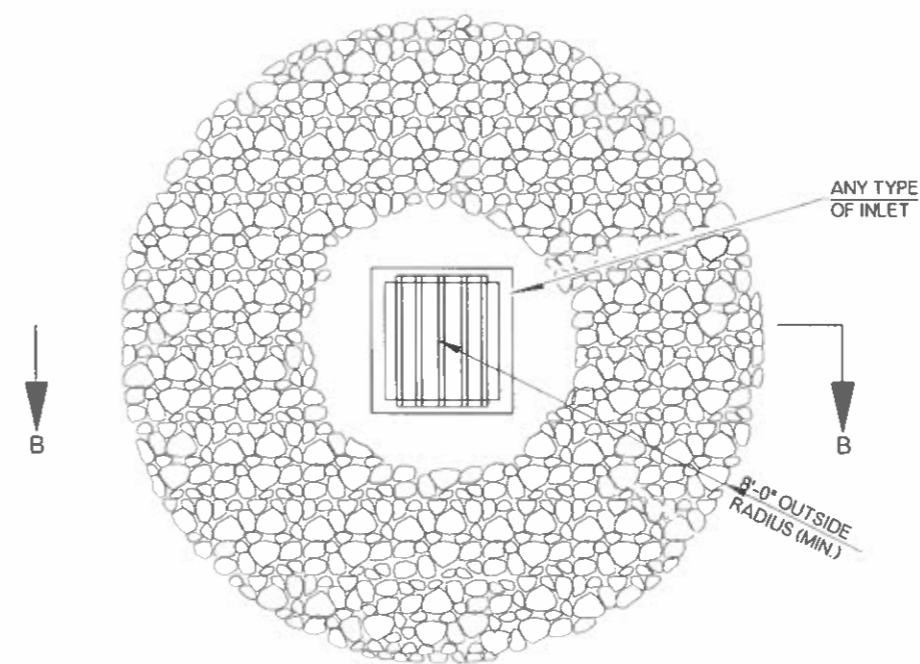
2019 SPECIFICATIC
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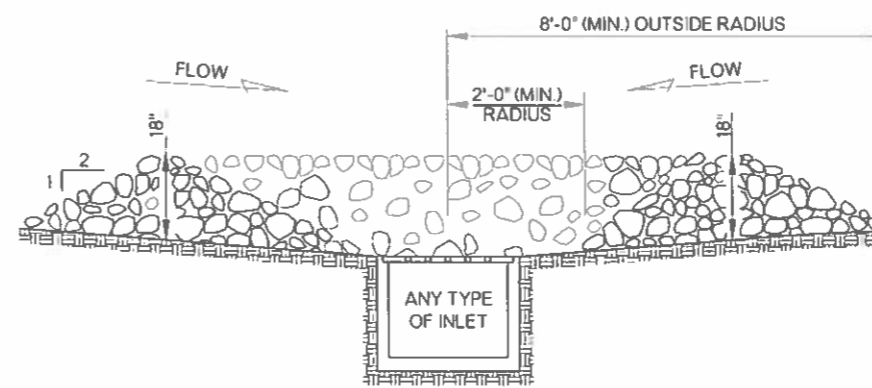
REINFORCED SILT FENCE INLET PROTECTION
 MAX. Q = 5 TO 7 CFS
 MAX. DRAIN AREA = 2 ACRES
PLAN VIEW



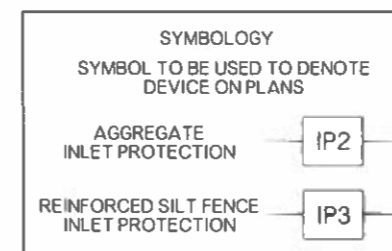
SECTION A-A



AGGREGATE INLET PROTECTION
 MAX. Q = 3 TO 5 CFS
 MAX. DRAIN AREA = 1 ACRE
PLAN VIEW



SECTION B-B



GENERAL NOTES

- ALL CONSTRUCTION AND MATERIAL REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE 2019 ODOT STANDARD SPECIFICATIONS.
- CONFIGURATIONS MAY BE ADJUSTED WITH APPROVAL OF THE ENGINEER FOR TRAVELWAY SAFETY, WATER FLOW, SOIL OR INSTALLATION CHALLENGES.
- REINFORCED SILT FENCE MAY BE REQUIRED UPSLOPE OF THE INLET EXCAVATION AS DIRECTED BY THE ENGINEER.
- IF REINFORCED SILT FENCE IS INSTALLED AROUND THE INLET EXCAVATION IT SHOULD BE PLACED IN A CONFIGURATION THAT WILL ALLOW INLET CONSTRUCTION.
- DEWATERING HOLES IN THE DEWATERING DEVICE SHALL BE 1 TO 1 1/2 INCHES IN DIAMETER AND SPACED 2 TO 3 INCHES APART TO ALLOW FOR DEWATERING IN NO MORE THAN 48 HOURS. IF THIS DOESN'T FUNCTION PROPERLY, ANOTHER DEVICE CAN BE ADDED AT THE DIRECTION OF THE ENGINEER.
- FASTEN DEWATERING DEVICE TO THE 2 INCHES BY 4 INCHES SIDE BRACE.
- STAPLE FILTER FABRIC TO DEWATERING DEVICE AND CUT ACROSS SLITS IN THE FILTER FABRIC AT THE HOLE LOCATIONS TO ALLOW WATER TO FLOW THROUGH. PROVIDE FILTER FABRIC IN ACCORDANCE WITH AASHTO M 288 SPECIFICATION.
- PRICE BID FOR THE REINFORCED SILT FENCE INLET PROTECTION WILL INCLUDE FILTER FABRIC, POSTS, WIRE MESH, WOOD BRACING, DEWATERING DEVICE AND ALL INCIDENTALS REQUIRED TO COMPLETE ITS INSTALLATION. THIS INLET PROTECTION DEVICE SHALL BE PAID FOR AS TEMPORARY INLET SEDIMENT FILTER, WITH UNITS OF EACH.
- ROCK GRADATION FOR THE AGGREGATE INLET PROTECTION (TEMPORARY SEDIMENT FILTER) SHALL BE AS FOLLOWS:

PERCENT PASSING	SIEVE SIZE
100	4 INCH
90-100	3.5 INCH
25-60	2.5 INCH
0-15	1.5 INCH
0-5	3/4 INCH
- COST FOR ALL MATERIALS, LABOR AND MAINTENANCE OF THE AGGREGATE INLET PROTECTION SHALL BE PAID FOR AS TEMPORARY INLET SEDIMENT FILTER, WITH UNITS OF EACH.
- INLET PROTECTION DEVICES SHALL BE LEFT IN PLACE UNTIL THE DRAINAGE AREA IS PERMANENTLY STABILIZED WITH ESTABLISHED VEGETATION OR PAVEMENT.

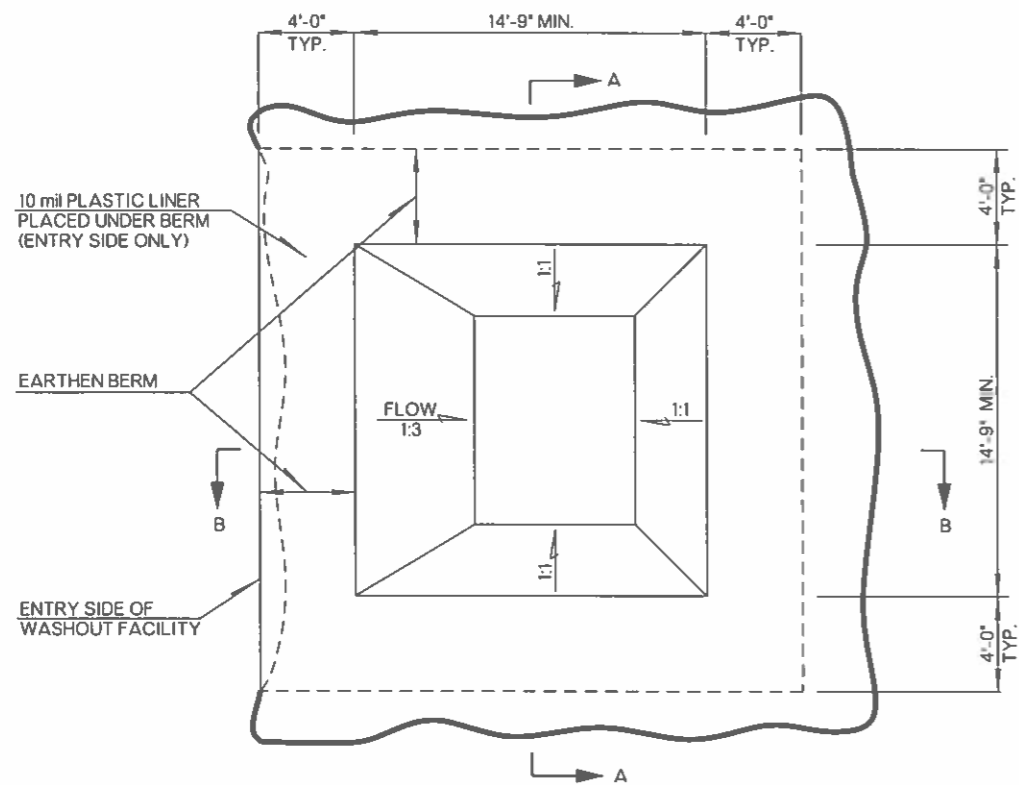
BASIS OF PAYMENT		
ITEM NO.	ITEM	UNIT
221(H)	(PL)TEMPORARY INLET SEDIMENT FILTER	EA

APPROVED BY ROADWAY ENGINEER:  DATE: 6/21

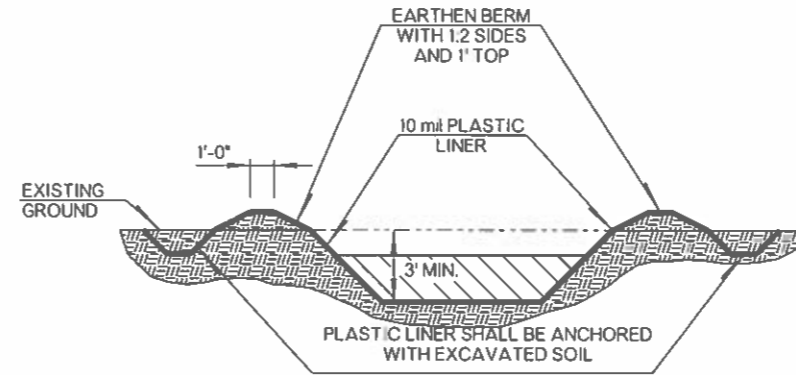
ROADWAY DESIGN DIVISION STANDARD
 INLET PROTECTION
 (AGGREGATE AND REINFORCED SILT FENCE APPLICATIONS)



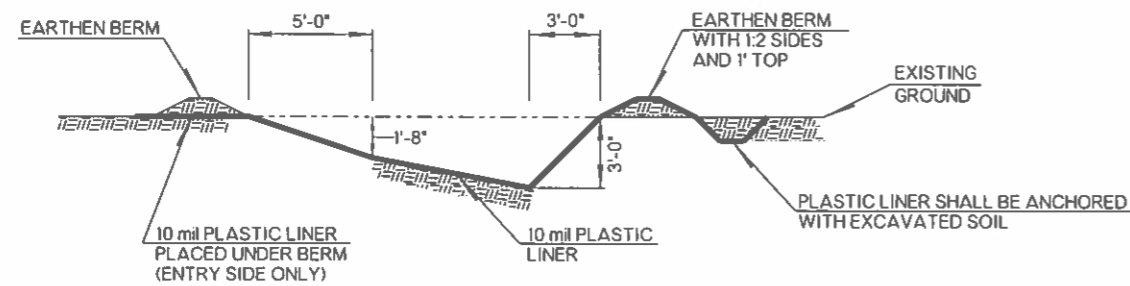
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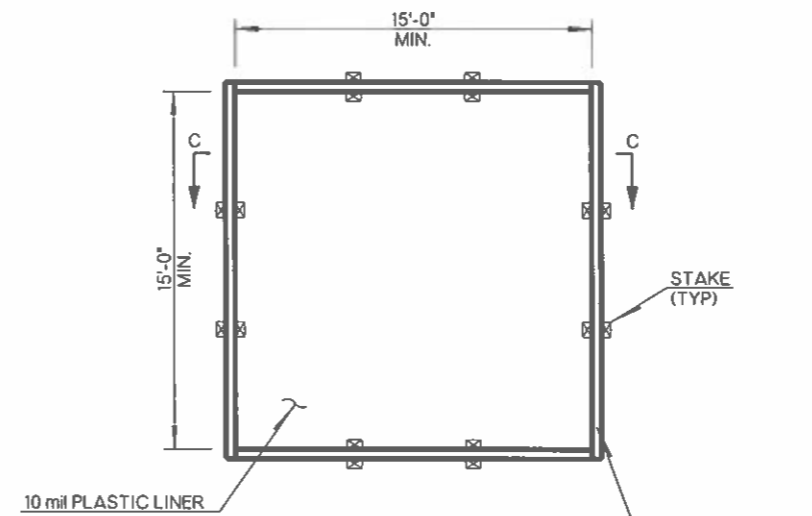
PLAN VIEW
"BELOW GRADE" TYPE



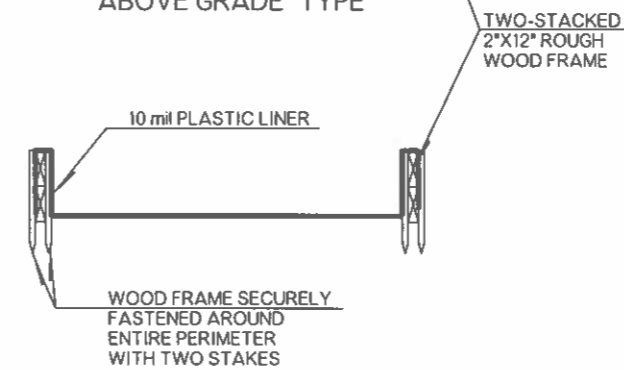
SECTION A-A



SECTION B-B



PLAN VIEW
"ABOVE GRADE" TYPE



SECTION C-C

GENERAL NOTES

1. ALL CONSTRUCTION AND MATERIAL REQUIREMENTS SHALL BE IN ACCORDANCE WITH SECTION 220.04.H(2) OF THE 2019 ODOT STANDARD SPECIFICATIONS.
2. TEMPORARY CONCRETE WASHOUT DEVICES SHOULD BE CONSTRUCTED ABOVE GRADE OR BELOW GRADE AT THE OPTION OF THE CONTRACTOR. WASHOUT DEVICE SHOULD BE CONSTRUCTED AND MAINTAINED IN SUFFICIENT QUANTITY AND SIZE TO CONTAIN ALL LIQUID AND CONCRETE WASTE GENERATED BY WASHOUT OPERATIONS.
3. PROVIDE A WASHOUT AREA A MINIMUM OF 50 FEET AWAY FROM INLETS, SWALES, DRAINAGE WAYS AND CHANNELS, IF THE SITE CONFIGURATION PROVIDES SUFFICIENT SPACE TO DO SO. IN NO CASE SHALL THE CONCRETE WASHOUT DEVICE BE INSTALLED CLOSER THAN 20 FEET FROM INLETS, SWALES, DRAINAGE WAYS AND CHANNELS.
4. PLASTIC LINER SHALL CONFORM TO ASTM D-4397, BE A MINIMUM OF 10 MIL (0.10 INCHES) THICK, AND FREE OF ALL TEARS AND HOLES AND BE IMPERMEABLE.
5. SIGNS SHALL BE PLACED AT THE CONSTRUCTION ENTRANCE, AT THE LOCATION OF THE CONCRETE WASHOUT DEVICE, AND ELSEWHERE AS NECESSARY TO CLEARLY INDICATE THE LOCATION OF THE FACILITY TO OPERATORS OF CONCRETE TRUCKS AND PUMP RIGS.
6. USE EXCAVATED MATERIAL FOR PERIMETER BERM CONSTRUCTION.
7. THE CONCRETE WASHOUT DEVICE SHALL BE INSTALLED PRIOR TO CONCRETE PLACEMENT ON SITE, AND SHOULD REMAIN IN PLACE UNTIL ALL CONCRETE FOR THE PROJECT IS PLACED.
8. CONCRETE MATERIALS, ACCUMULATED IN PIT, SHALL BE REMOVED, ALONG WITH THE PLASTIC LINER, ONCE THE PIT HAS REACHED 50% CAPACITY, USING SUITABLE WATER TIGHT CONTAINERS AND DISPOSED OF IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REGULATIONS OR IN A MANNER APPROVED BY THE RESIDENT ENGINEER.
9. ALL MATERIALS, LABOR AND SIGNS NEEDED TO CONSTRUCT AND MAINTAIN THE CONCRETE WASHOUT DEVICE SHALL BE INCLUDED IN OTHER ITEMS OF WORK.
10. ALTERNATE DESIGNS OF THE CONCRETE WASHOUT DEVICE MAY BE USED IF APPROVED BY THE ENGINEER.

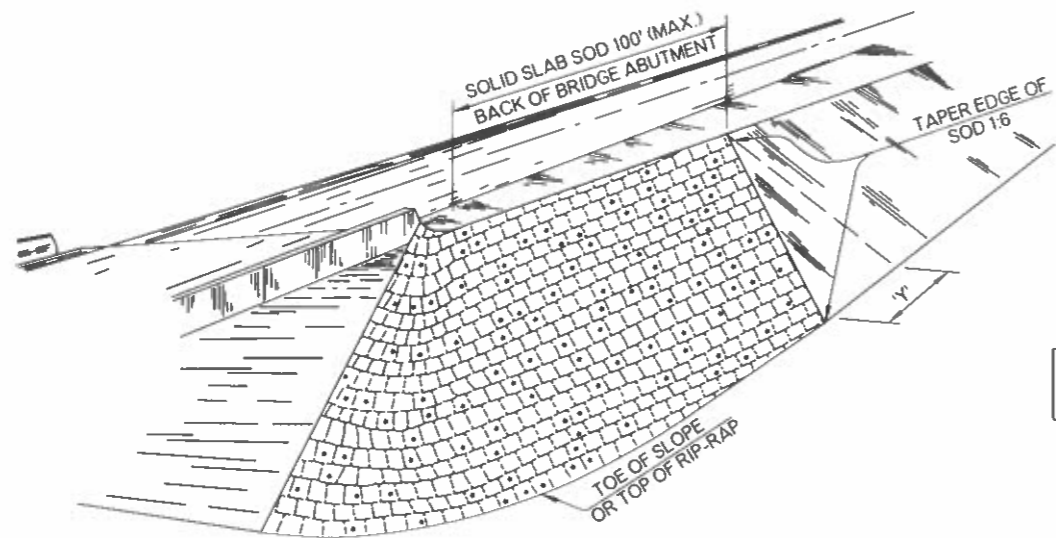
APPROVED BY ROADWAY ENGINEER: *R. W. S.* DATE: 6/12
ROADWAY DESIGN DIVISION STANDARD

CONCRETE WASHOUT APPLICATIONS



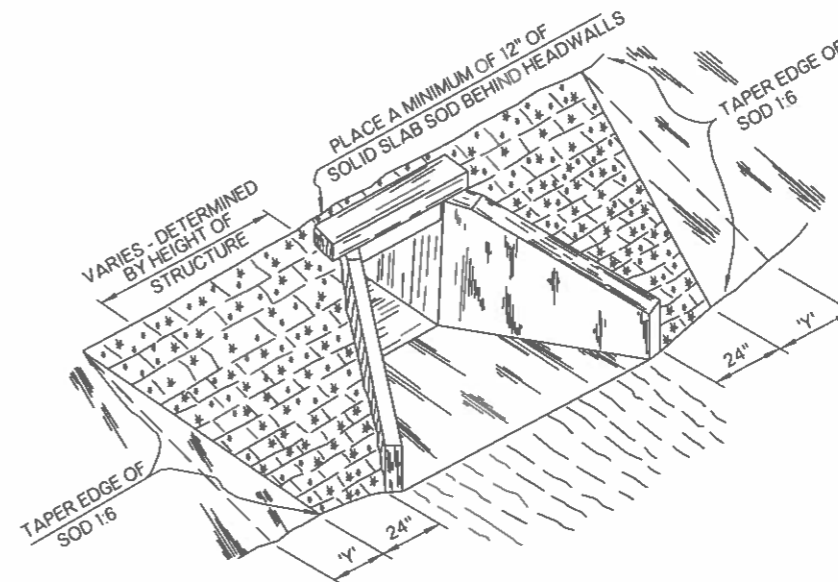
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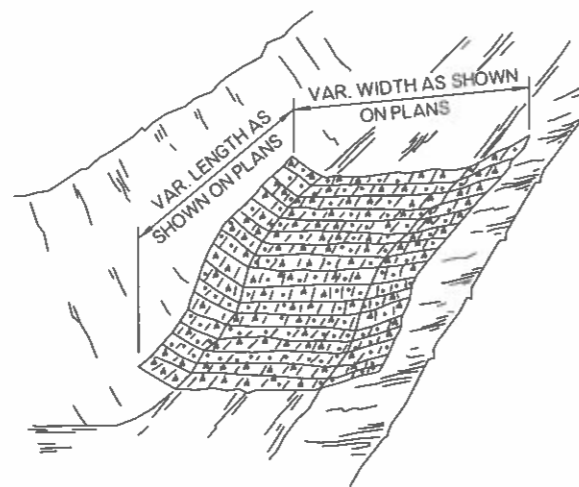


TAPER NOTE
 'Y' DIMENSION =
 SLOPE LENGTH x 0.17

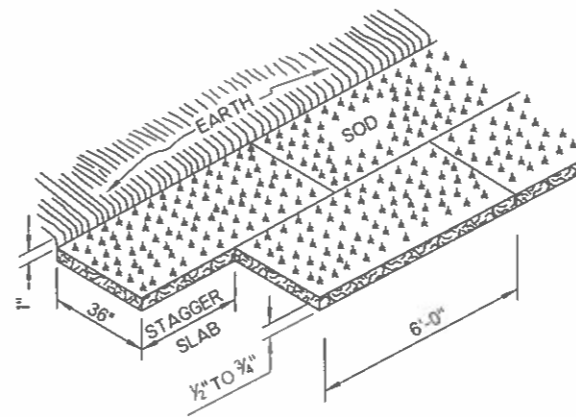
TYPICAL PLACEMENT OF SOLID SLAB SODDING OR APPROVED STABILIZING MAT ON FILL SLOPES, APPROACHES TO OVERPASSES AND BRIDGES



TYPICAL PLACEMENT OF SOLID SLAB SODDING AT STRUCTURE HEADWALLS



TYPICAL PLACEMENT OF SOLID SLAB SODDING IN DITCHES



SOLID SLAB SODDING
 (MARCH 1 THRU AUGUST 31)

THE PLACEMENT OF SOLID SLAB SOD SHALL BE RESTRICTED TO THE PERIOD FROM MARCH 1 THRU AUGUST 31, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

GENERAL NOTES

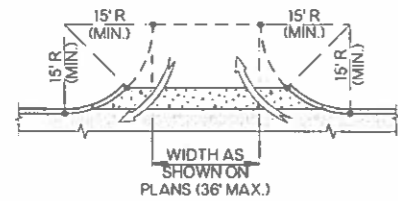
1. ALL CONSTRUCTION AND MATERIAL REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE 2019 ODOT STANDARD SPECIFICATIONS.
2. SOLID SLAB SOD SHALL BE PLACED IN HORIZONTAL ROWS WITH THE LONGEST SIDE OF EACH SLAB RUNNING PARALLEL TO THE ROADWAY, AND THE SLABS IN ALTERNATE ROWS STAGGERED HALF THE LENGTH OF EACH INDIVIDUAL SLAB. ENSURE THE ROWS RUN PARALLEL TO THE ROADWAY.
3. SLABS SHALL BE CUT AND HARVESTED WITH A COMMERCIAL SOD CUTTER TO THE DIMENSIONS SHOWN, THEN LOADED, TRANSPORTED AND HANDLED ON PALLETS.
4. AFTER PLACEMENT OF SOLID SLAB SOD, EARTH AT THE OUTER EDGES OF THE PLACEMENT SHALL BE BACKFILLED AND LOOSELY COMPACTED TO AT LEAST 1 INCH ABOVE THE TOP OF THE SOLID SLAB SODDING.
5. WATER THE SOD IMMEDIATELY AFTER INSTALLATION, TO AN APPROPRIATE DEPTH SO AS TO ENCOURAGE HEALTHY GROWTH. SOD SHALL BE ESTABLISHED BEFORE BEING MOWED.
6. ON SLOPES STEEPER THAN ONE UNIT VERTICAL TO 4 UNITS HORIZONTAL (1:4), STAKE THE SOD WITH STAKES SPACED AS THE SOIL NATURE AND SLOPE STEEPNESS DICTATE, 24 INCHES APART ALONG THE LENGTH OF THE SOD STRIP. MAXIMUM SLOPE OF USING STAKED SOD IS 1:3; STEEPER SLOPES WILL REQUIRE AN APPROVED STABILIZING MAT. AFTER INSTALLING STAKES SHOULD HOLD THE SOD FIRMLY IN PLACE AND PRESENT NO DANGER TO PEDESTRIANS OR MOWING CREWS. STAKES CAN BE MADE OF SOUND WOOD APPROXIMATELY 1 INCH SQUARE OR 1 INCH IN DIAMETER AND AT LEAST 6 INCHES LONG, OR METAL STAPLES IN PLACE OF WOODEN STAKES.

BASIS OF PAYMENT		
ITEM NO.	ITEM	UNIT
230(A)	SOLID SLAB SODDING	SY

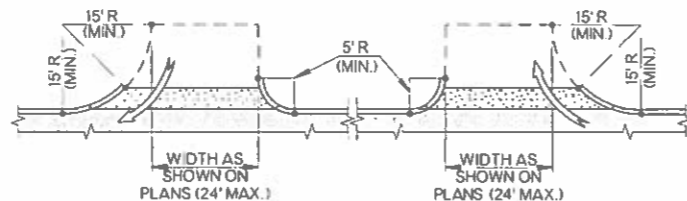
APPROVED BY ROADWAY ENGINEER: *RWS* DATE: 6/2
 ROADWAY DESIGN DIVISION STANDARD



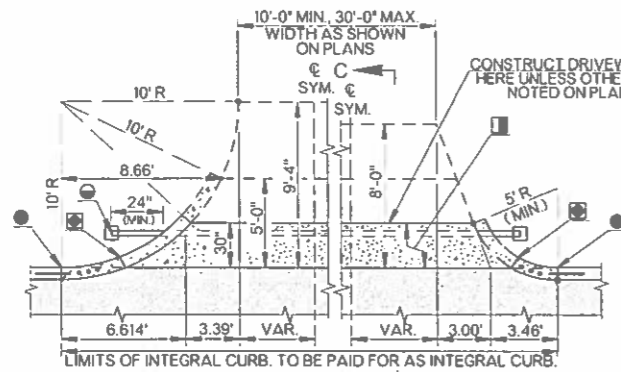
SOLID SLAB SODDING



**TYPE 2 DRIVEWAY
(TWO-WAY OPERATION)**

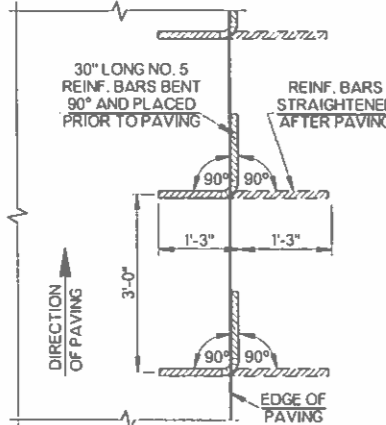


**TYPE 2A DRIVEWAYS
(ONE-WAY OPERATION)**

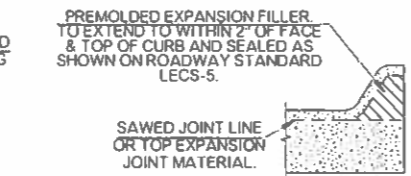


**TYPE I DRIVEWAYS
(PRIVATE OR RESIDENTIAL)**

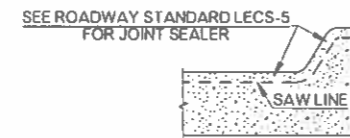
- 3/4" EXPANSION JOINT NO LOAD TRANSFER DEVICES
- PAID FOR AS CONCRETE DRIVEWAY (INCLUDES CURB)
- BEGIN ROLL CURB & TERMINATE INTEGRAL CURB. POUR APRON & CURB INTEGRAL WITH DRIVEWAY
- IF SPECIFIED IN THE PLANS, CONSTRUCT CONDUIT CROSSING OF THE SAME SIZE AND TYPE SPECIFIED AT APPROXIMATELY 30" BELOW FINISHED GRADE OF RAMP. SEE GENERAL NOTES FOR DETAILS.



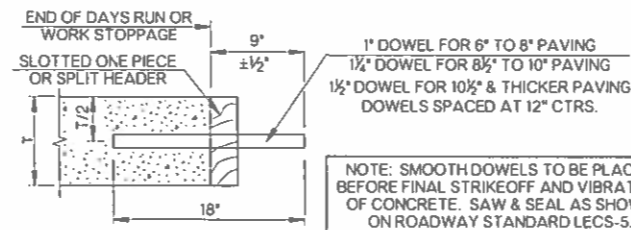
SECTION B-B



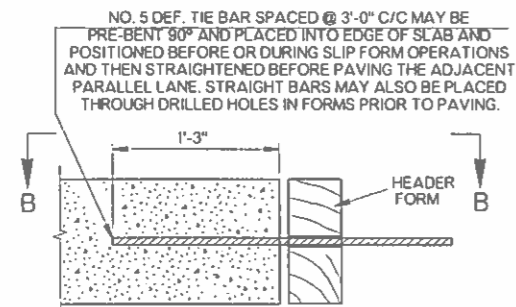
CURB JOINT WITH EXPANSION MATERIAL



ALTERNATE CURB JOINT



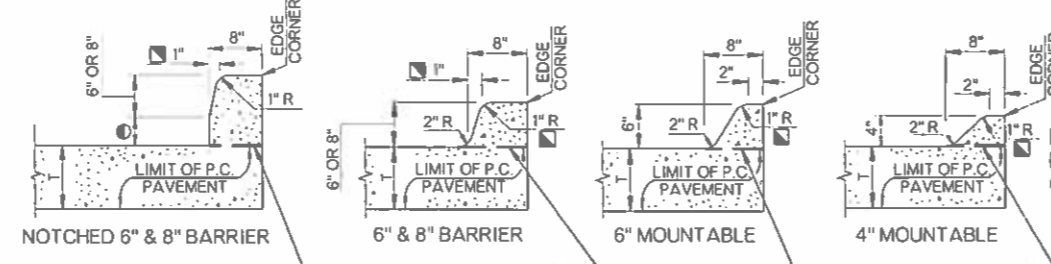
**TRANSVERSE CONSTRUCTION JOINT
(TO BE USED AT END OF DAYS PLACEMENT OF CONCRETE OR ANY STOPPAGE OF 30 MINUTES OR MORE.)**



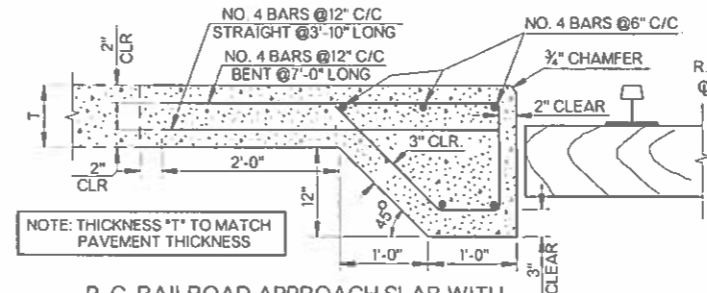
**SECTION
TIED LONGITUDINAL BUTT JOINT**

(TO BE USED BETWEEN ADJACENT PAVING LANES)

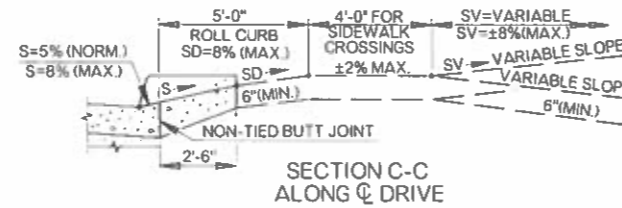
NOTE: LONGITUDINAL BUTT JOINT TIE BAR STEEL AND PLACEMENT METHOD NOT COVERED ON THIS STANDARD SHALL BE APPROVED BY THE ENGINEER.



INTEGRAL CURB TYPICAL SECTIONS

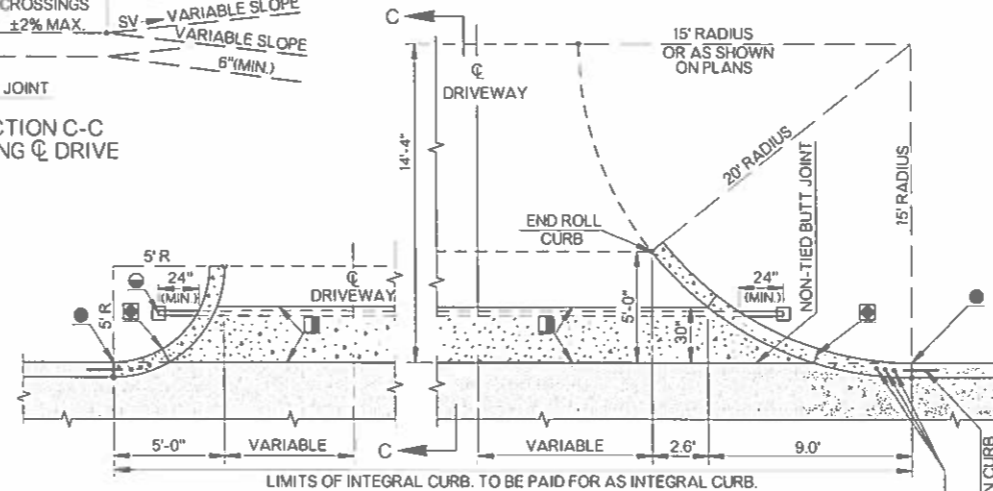


P. C. RAILROAD APPROACH SLAB WITH THICKENED EDGE AT RAILROAD CROSSING



**SECTION C-C
ALONG DRIVE**

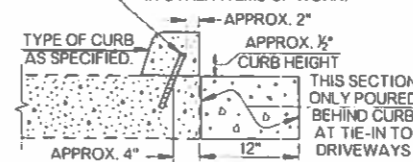
FOR STREET RETURN DETAILS SEE ROADWAY STD. ASCD-6



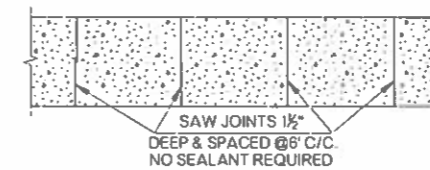
TYPE 2 & 2A COMMERCIAL DRIVEWAYS

- 3/4" EXPANSION JOINT NO LOAD TRANSFER DEVICES
- PAID FOR AS CONCRETE DRIVEWAY (INCLUDES CURB)
- BEGIN ROLL CURB & TERMINATE INTEGRAL CURB. POUR APRON & CURB INTEGRAL WITH DRIVEWAY
- IF SPECIFIED IN THE PLANS, CONSTRUCT CONDUIT CROSSING OF THE SAME SIZE & TYPE SPECIFIED AT APPROXIMATELY 30" BELOW FINISHED GRADE OF RAMP. SEE GENERAL NOTES FOR DETAILS.

NOTE: WHEN SIDEWALK IS BUILT DIRECTLY BEHIND THE CURB, THE CONCRETE DRIVEWAY SHOULD BE CONSTRUCTED AND EXTENDED TO THE BACK EDGE OF SIDEWALK.



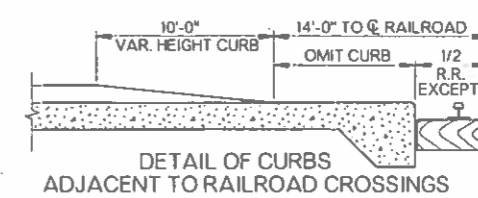
OPTIONAL CURB CONSTRUCTION FOR SLIP FORM PAVING



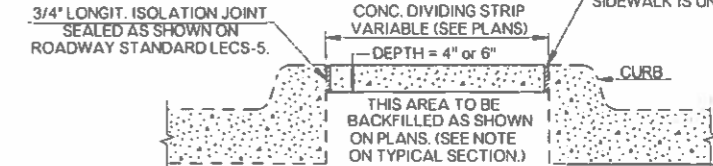
PLAN DETAIL OF CONCRETE SIDEWALK

- RADIUS OF 2" MAY BE USED IF APPROVED BY THE ENGINEER.
- BATTER OF 2" MAY BE USED IF APPROVED BY THE ENGINEER.
- DIMENSION EQUALS THICKNESS OF ASPHALT CONCRETE SHOWN ON TYPICAL SECTION ASPHALT CONCRETE THICKNESS (2" MIN. ; 4" MAX.)

P.C. CONCRETE FOR PAVEMENT SHALL BE PAID FOR TO THE DARK DASHED LINE AS INDICATED. AREA ABOVE DASHED LINE SHALL BE PAID AS CONCRETE INTEGRAL CURB

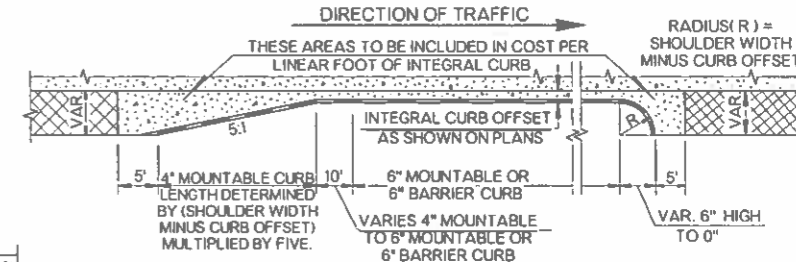


**DETAIL OF CURBS
ADJACENT TO RAILROAD CROSSINGS**



CONCRETE DIVIDING STRIP

TRANSVERSE EXPANSION JOINTS TO BE 1/2" WIDE. EXPANSION JOINT FILLER AT 50'-0" C/C. AND 1/4" EXPANSION JOINT MATERIAL AT 1/3 POINTS BETWEEN EXPANSION JOINTS. FILLER MATERIAL TO BE PREMOLDED AND JOINTS TO BE SEALED AS SHOWN ON STANDARD DRAWING LECS-5. JOINTS IN DIVIDING STRIP SHOULD ALIGN WITH CURB EXPANSION JOINTS.



CURB BEGINNING

CURB ENDING

GENERAL NOTES

1. ALL CONSTRUCTION AND MATERIAL REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE 2019 ODOT STANDARD SPECIFICATIONS.
2. ALL COST OF CLASS A CONCRETE & REINFORCING STEEL IN THICKENED EDGE AT RAILROAD CROSSINGS SHALL BE INCLUDED IN THE UNIT PRICE BID FOR APPROACH SLAB-RAILROAD.
3. COST OF JOINT FILLERS, SEALING AND REINFORCING STEEL SHALL BE INCLUDED IN PRICE BID FOR OTHER ITEMS OF WORK.
4. CONTRACTION JOINTS IN JOINTED P.C. PAVEMENT SHALL BE AT APPROXIMATELY 15'-0" CENTERS, UNLESS OTHERWISE SHOWN ON THE PLANS.
5. CURB & GUTTER SHALL BE PLACED INTEGRAL WITH THE PAVING SLAB UNLESS OTHERWISE SHOWN IN THE PLANS. TRANSVERSE JOINTS SHALL MATCH PAVEMENT JOINTS AND PLACED AT DRAINAGE STRUCTURES. LONGITUDINAL JOINTS SHALL BE TIED WITH #5 DEFORMED TIE BARS 2'-6" LONG AT 3'-0" CTRS. SEE TIED BUTT AND LONGITUDINAL CONSTRUCTION JOINT DETAIL ON ROADWAY STANDARD LECS-5.
6. ALL CONDUIT CROSSINGS ARE TO BE TRENCHED, PLACED, BACKFILLED, AND COMPACTED PRIOR TO SURFACING. BORING OR PUSHING PROCEDURES MAY BE USED WHERE SURFACING IS ALREADY IN PLACE AND IF APPROVED BY THE ENGINEER.
7. IF CONDUIT IS NOT CONTINUOUS BETWEEN DRIVEWAYS/RAMPS, CAP BOTH ENDS OF EACH CONDUIT CROSSING AND PLACE MARKER TO PREVENT DAMAGE DURING CONSTRUCTION.
8. CONDUIT SHALL NOT TERMINATE BELOW A SURFACED AREA, BUT SHALL EXTEND MINIMUM OF 24" PAST EDGE OF PAVING.
9. FOR PULL BOX INSTALLATION DETAILS, SEE TRAFFIC STANDARD PBD1-1.

BASIS OF PAYMENT

ITEM NO.	ITEM	UNIT
414 (G)	P. C. CONCRETE FOR PAVEMENT	CY
414 (H)	P. C. RAILROAD APPROACH SLABS	SY
609 (A)	CONCRETE CURB (INTEGRAL)	LF
610 (A)	CONCRETE SIDEWALK	SY
610 (B)	CONCRETE DRIVEWAY	SY
610 (C)	CONCRETE DIVIDING STRIP	SY

- HEIGHT & TYPE OF CURB SHALL BE SPECIFIED
- ▼ THICKNESS SHALL BE SPECIFIED IN INCHES

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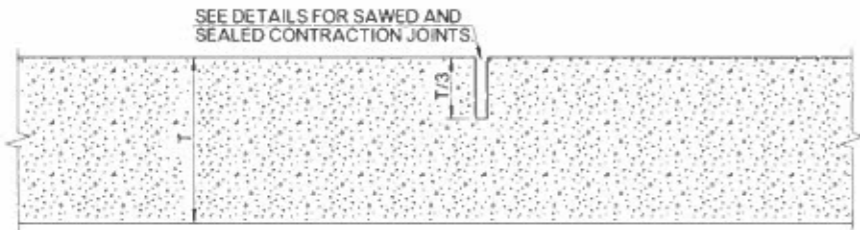


**CONCRETE SURFACING
CONSTRUCTION DETAILS**

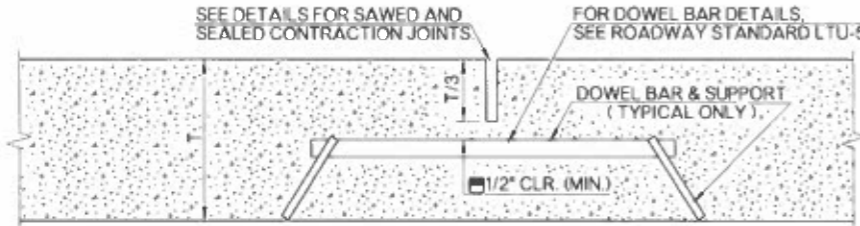
2019 SPECIFICATIONS

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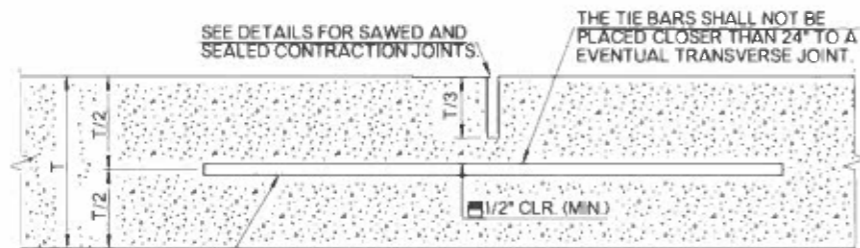
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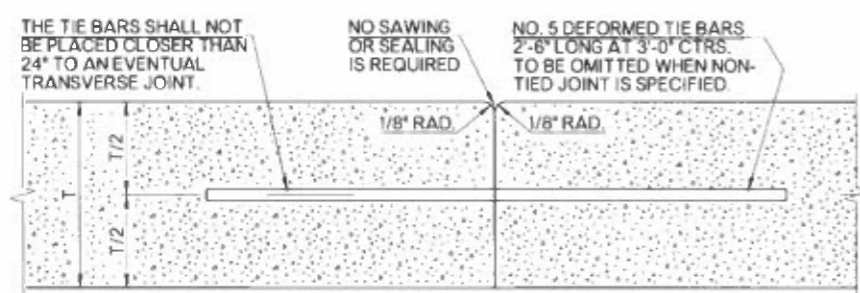
NON-DOWELED CONTRACTION JOINT



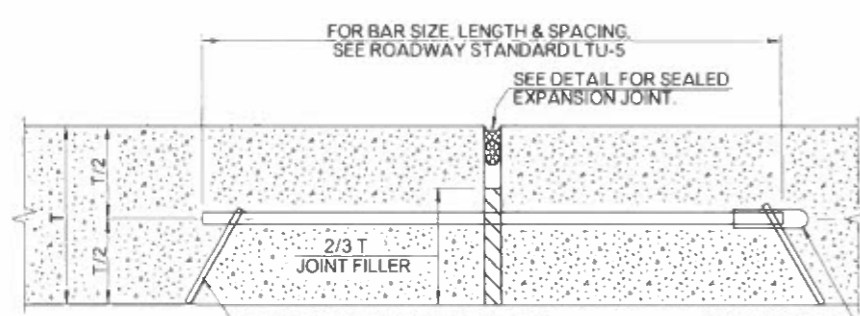
DOWELED CONTRACTION JOINT



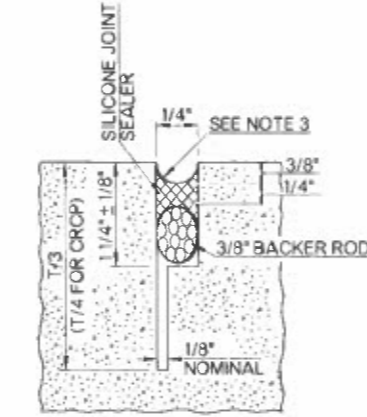
LONGITUDINAL JOINT



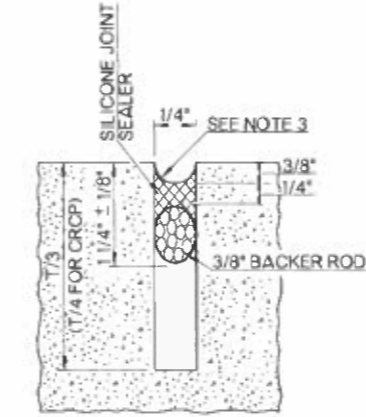
TIED BUTT JOINT AND LONGITUDINAL CONSTRUCTION JOINT



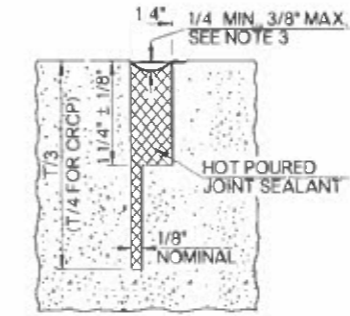
EXPANSION JOINT / ISOLATION JOINT
OMIT DOWEL BARS, CAPS & SUPPORTS FOR ISOLATION JOINTS



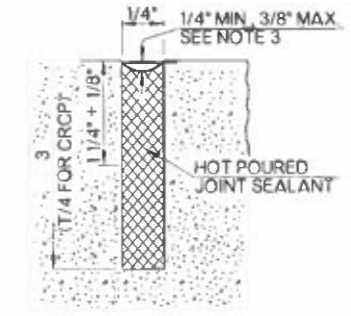
SILICONE SEALANT OPTION



SILICONE SEALANT OPTION



HOT POUR OPTION



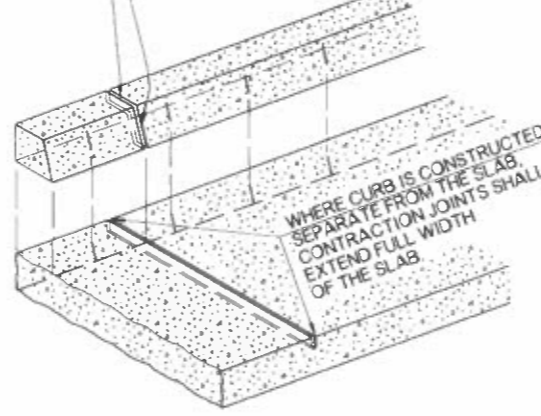
HOT POUR OPTION



NO SEALANT OPTION

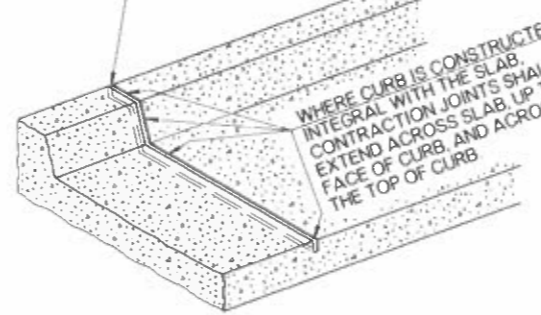
SAWED AND SEALED, CONTRACTION AND LONGITUDINAL JOINTS ALTERNATE DETAILS
UNLESS OTHERWISE SPECIFIED IN THE PLANS, ONLY THE SILICONE SEALANT OPTIONS WILL BE ALLOWED.

WHERE CURB IS CONSTRUCTED SEPARATE FROM THE SLAB & SECURED BY PINS, THE CURB SHALL BE SAW CUT UP THE FACE AND ACROSS THE TOP OF THE CURB AT LOCATIONS OF ALL CONTRACTION JOINTS. JOINT SEALER WILL BE REQUIRED IN CUTS IN THE CURB.

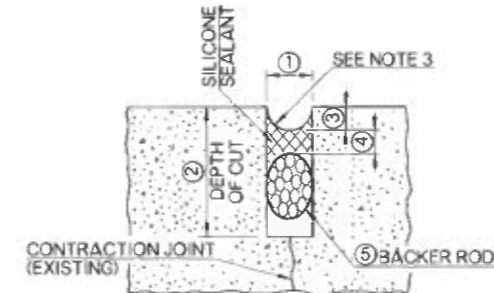


CONTRACTION JOINT WITH SEPARATE CURB

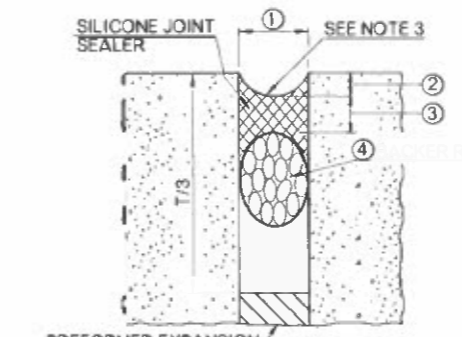
SAW AND PLACE BACKER ROD UP THE FACE, AND ACROSS THE TOP, OF THE CURB.



CONTRACTION JOINT WITH INTEGRAL CURB



JOINT REHABILITATION DETAILS



EXPANSION JOINTS / ISOLATION JOINTS

HOT Poured JOINT SEALANT MAY BE USED IN LIEU OF BACKER ROD AND SILICONE SEALANT, IF APPROVED BY THE ENGINEER.

JOINT WIDTH ①	SEALANT RECESS DEPTH ②	SILICONE SEALANT THICKNESS ③	BACKER ROD DIAMETER ④
1/2"	3/8"	1/4"	5/8"
3/4"	3/8"	3/8"	7/8"
1"	3/8"	1/2"	1 1/4"
1 1/2"	1/2"	3/4"	2"
2"	1/2"	3/4"	2 1/2"

EXPANSION OR ISOLATION JOINT WIDTH SHALL BE 1/2" UNLESS OTHERWISE SPECIFIED ON THE PLANS. TABLE VALUES, AS SHOWN THIS TABLE, SHALL BE USED IN THOSE SPECIFIED CASES.

SILICONE SEALANT				
JOINT WIDTH ①	DEPTH OF CUT ②	SEALANT RECESS DEPTH ③	SEALANT THICKNESS ④	BACKER ROD DIAMETER ⑤
3/8"	1 1/4"	3/8"	3/16"	1/2"
1/2"	1 3/4"	3/8"	1/4"	5/8"
3/4"	1 3/4"	3/8"	3/8"	7/8"
7/8"	1 3/4"	1/2"	7/16"	1"
1"	2"	1/2"	1/2"	1 1/8"
OVER 1"	OVER 2"	1/2"	1/2"	1 1/4"

GENERAL NOTES

- ALL CONSTRUCTION AND MATERIALS REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE 2019 ODOT STANDARD SPECIFICATIONS.
- ALL CONCRETE JOINT SEALING SHALL BE IN ACCORDANCE WITH SECT ON 415 OF THE SPECIFICATIONS.
- THE SHAPE FACTOR, COMBINED WITH THE JOINT CLEANLINESS, IS THE CRITICAL COMBINATION NECESSARY TO GUARANTEE DESIRED BONDING AND FUNCTION OF SEALED JOINTS. THE JOINT SHAPE FACTOR IS DEFINED AS THE FINAL PRESSED SHAPE OF THE SILICONE MATERIAL. THE TOOLING OPERATION WILL FIRMLY PRESS THE FRESHLY APPLIED MATERIAL INTIMATELY AGAINST THE CUT SIDES OF THE RECESS AND THE BACKER ROD SURFACES. THE ROUNDED SHAPE ON TOP AND BOTTOM OF THE SILICONE ALLOWS THE SEALANT TO PROPERLY FLEX BUT MAINTAIN ADHERENCE TO THE PAVING. SELF LEVELING SEALANTS WILL BE INSTALLED TO BE FLUSH WITH THE PAVEMENT SURFACE.
- ON JOINTED PORTLAND CEMENT CONCRETE PAVEMENTS, DOWELED CONTRACTION JOINTS SHALL BE USED ON DRIVING LANES ONLY. CONCRETE SHOULDERS SHALL NOT BE DOWELED UNLESS SPECIFIED ON THE PLANS.
- LONGITUDINAL JOINTS BETWEEN PAVEMENT AND TIED CONCRETE SHOULDERS SHALL NOT BE SAWED OR SEALED UNLESS OTHERWISE SHOWN ON THE PLANS.
- ON ALL SAWED JOINTS, THE KERF DEPTH SHALL CLEAR DOWEL BARS, TIE BARS AND/OR REINFORCING STEEL BY A MINIMUM OF 1/2".
- CONTRACTION JOINTS IN JOINTED P.C. PAVEMENT SHALL BE AT APPROXIMATELY 15'-0" CENTERS, UNLESS OTHERWISE SPECIFIED ON THE PLANS.
- LONGITUDINALLY TIME THE PAVEMENT UNLESS OTHERWISE SPECIFIED, OR AS DIRECTED BY THE ENGINEER. CONSTRUCT LONGITUDINAL GROOVING TO THE FOLLOWING DIMENSIONS: 1/8" TO 3/8" WIDE, 1/8" TO 3/8" DEEP, AND EQUALLY SPACED AT 1/2" TO 1" APART. ENSURE GROOVES ARE NEAT IN APPEARANCE AND OF UNIFORM DEPTH. ALTERNATIVELY, IF TRANSVERSE GROOVING IS APPROVED BY THE RESIDENT ENGINEER, CONSTRUCT TRANSVERSE GROOVING TO THE FOLLOWING DIMENSIONS: 1/8" TO 3/8" WIDE, 1/8" TO 3/8" DEEP, AND EQUALLY SPACED AT 1/2" TO 1" APART.
- CONCRETE PAVEMENTS (SUCH AS DETOURS AND CROSSOVERS) THAT ARE INTENDED TO BE REMOVED BY THE END OF THE PROJECT SHALL NOT BE SEALED.

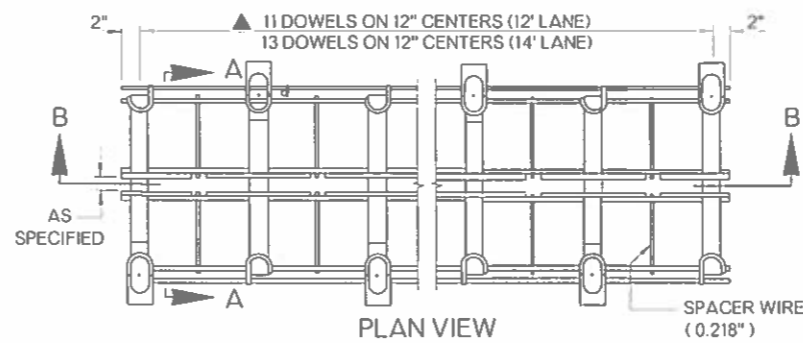
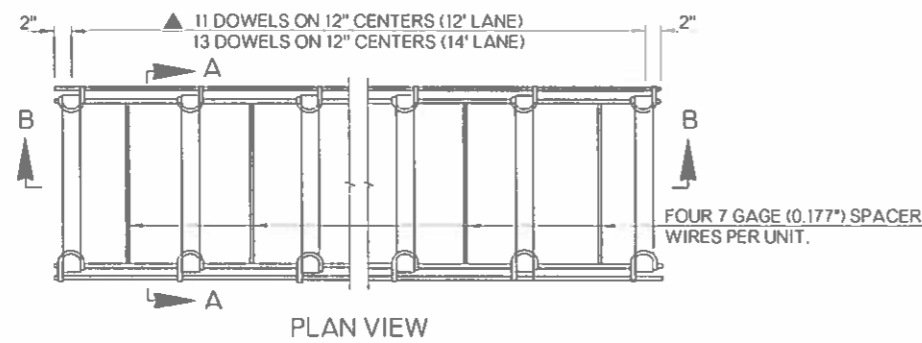
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JOINTS AND SEALERS LONGITUDINAL, EXPANSION / ISOLATION, & CONTRACTION

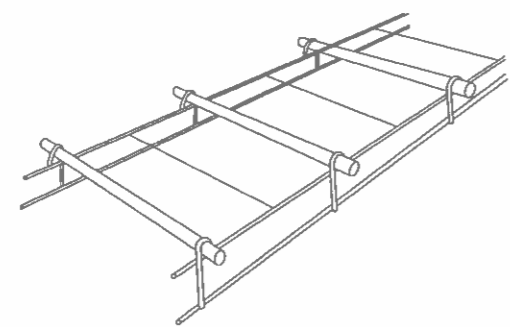
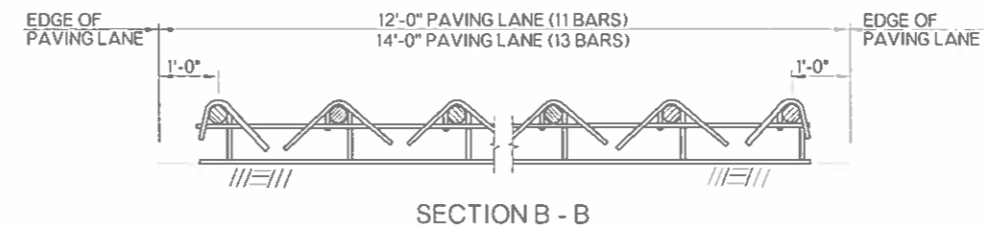
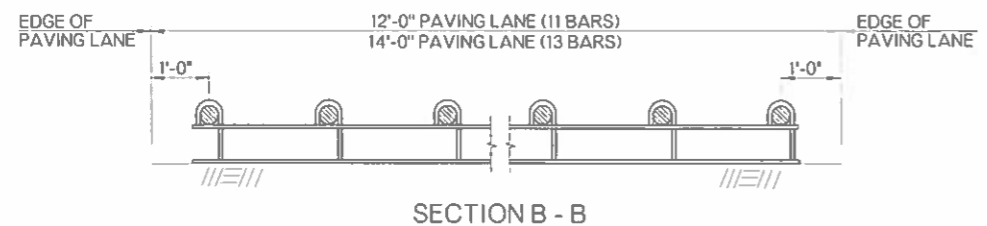
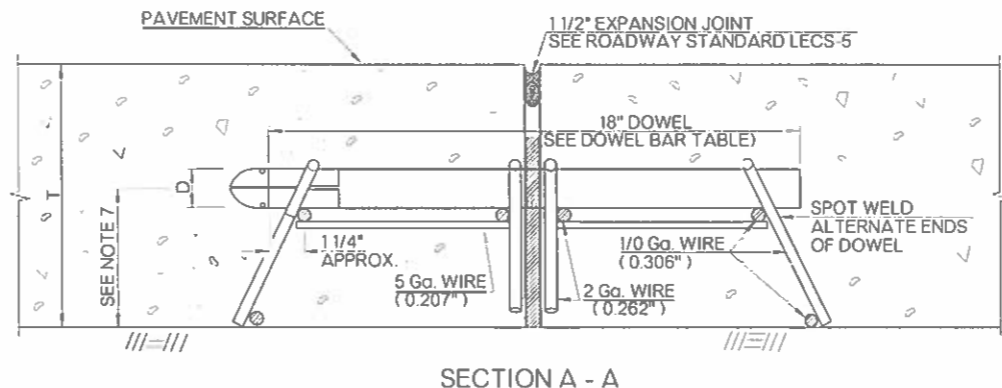
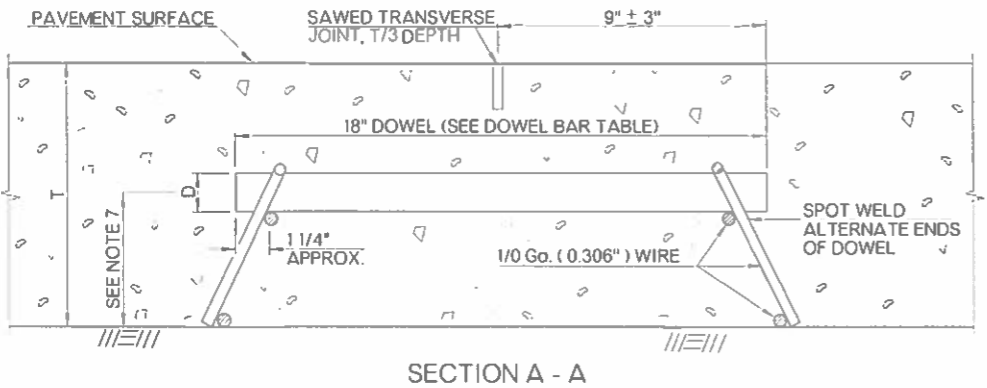


2019 SPECIFICATIONS

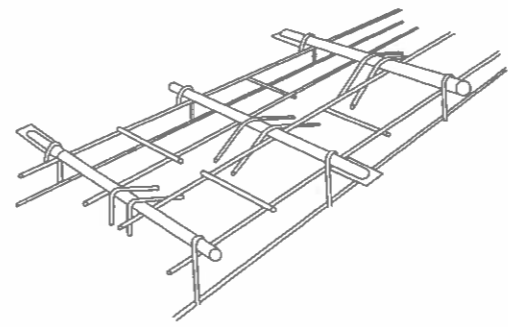


DOWEL BAR TABLE			
▲ SPACING & SIZE DATA			
(T) SLAB DEPTH	DOWEL DIA.	TOTAL DOWEL LENGTH	C/C DOWEL SPACING
6" - 8"	1"	18"	12"
8 1/2" - 10"	1 1/2"	18"	12"
10 1/2" & UP	1 3/4"	18"	12"

DOWEL DIAMETER WILL BE DETERMINED BY THE SLAB DEPTH (T) OR THE NOMINAL DEPTH WHEN SLAB DEPTH VARIES. WHEN NOMINAL DEPTH VALUE IS TO BE USED, THE CALCULATED NOMINAL DEPTH WILL BE SHOWN ON THE PLANS.



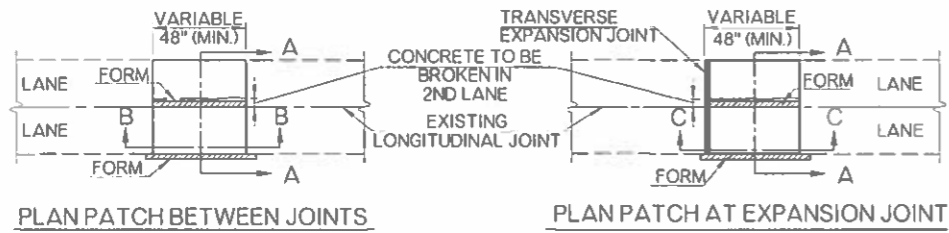
WELDED CONTRACTION JOINT ASSEMBLY



WELDED EXPANSION JOINT ASSEMBLY

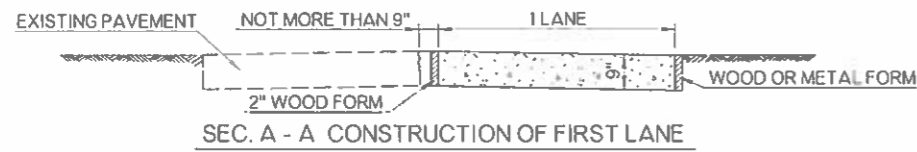
- ### GENERAL NOTES
- ALL CONSTRUCTION AND MATERIAL REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE 2019 ODOT STANDARD SPECIFICATIONS.
 - ANY DEVICE USED FOR SUPPORTING DOWELS SHALL HAVE SUFFICIENT RIGIDITY AND BE HELD IN PLACE DURING CONCRETE PLACEMENT SO THAT DOWELS WILL BE IN SPECIFIED POSITION IN THE FINISHED PAVEMENT. ANY DEVICE NOT PRODUCING THE SPECIFIED RESULTS SHALL BE REJECTED.
 - PRODUCER AND CONTRACTOR SHALL AVOID PATENT INFRINGEMENT OF THE BASKET AND SHALL SAVE THE STATE HARMLESS IN THE USE OF ANY BASKET.
 - THE CONTRACTOR MAY SELECT THE TYPE OF BASKET TO BE USED. AFTER THE SELECTION IS MADE, THE SAME TYPE BASKET SHALL BE USED THROUGHOUT THE PROJECT, UNLESS APPROVED OTHERWISE BY THE ENGINEER.
 - COLD-DRAWN STEEL WIRE, USED FOR DOWEL BASKETS, SHALL BE ACCEPTED BY VISUAL FIELD INSPECTION, AS PROVIDING SUFFICIENT DOWEL BAR SUPPORT DURING PAVING PROCESS.
 - ▲ DOWEL BARS SHALL BE GRADE 60 PLAIN BARS. IN ACCORDANCE WITH SECTION 723.01 OF THE SPECIFICATIONS, DOWEL BARS SHALL BE CENTERED ON THE BASKET REGARDLESS OF THE WIDTH OF THE BASKET OR THE LENGTH OF THE DOWEL BAR.
 - THE HEIGHT OF THE LOAD TRANSFER UNIT (MEASURED TO THE CENTER OF THE DOWEL BAR FROM THE PAVEMENT SURFACE) SHALL BE 1/2 THE THICKNESS OF THE PAVEMENT, PLUS OR MINUS 1/2 THE DIAMETER OF DOWEL BAR OF THE UNIT.
 - DOWEL BARS SHALL HAVE A SHOP APPLIED EPOXY COATING OVER THEIR ENTIRE LENGTH (ENDS EXCEPTED). ADDITIONALLY, DOWELS SHALL BE COMPLETELY COATED WITH A FORM RELEASE AGENT (OR APPROVED EQUIVALENT BOND BREAKER) APPLIED IN THE FIELD IMMEDIATELY PRIOR TO PAVING. THE FORM RELEASE AGENT SHALL NOT BE ALLOWED TO EVAPORATE FROM THE BARS PRIOR TO PAVING.
 - FOR EXPANSION JOINTS, THE DOWEL BARS SHALL HAVE EXPANSION CAPS WITH A MINIMUM 1" AND A MAXIMUM 2" AIR SPACE IN THE END OF THE EXPANSION CAPS (EXPANSION JOINT ASSEMBLIES).
 - THE CONTRACTOR SHALL DEMONSTRATE TO THE ENGINEER A STAKING PATTERN THAT SHALL SECURE ALL DOWEL BASKETS SUCH THAT THE FINAL DOWEL POSITION IS WITHIN SPECIFICATION LIMITS.
 - FOR EXPANSION JOINTS, IN ADDITION TO THE SUPPORTS INDICATED, THE CONTRACTOR SHALL PROVIDE SUITABLE INSTALLING DEVICES AND SUCH ADDITIONAL STAKES AS MAY BE REQUIRED TO HOLD THE JOINT FILLER VERTICAL AND SECURELY IN LINE AND POSITION. THE CONTRACTOR WILL ALSO BE REQUIRED TO SATISFACTORILY FORM THE UPPER PORTION OF THE JOINT FOR RECEIVING THE SEAL. SEE ROADWAY STANDARD LECS-5.

APPROVED BY ROADWAY ENGINEER: *[Signature]* DATE 6/30/2
ROADWAY DESIGN DIVISION STANDARD

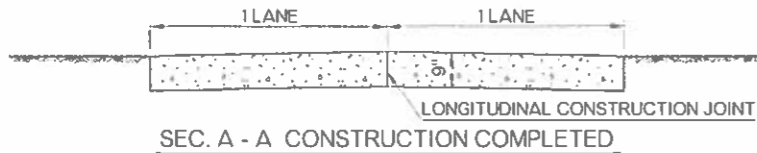


PLAN PATCH BETWEEN JOINTS

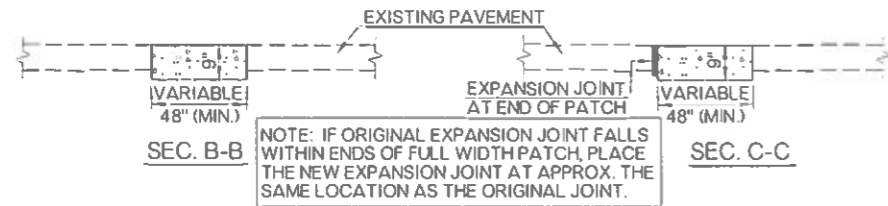
PLAN PATCH AT EXPANSION JOINT



SEC. A - A CONSTRUCTION OF FIRST LANE



SEC. A - A CONSTRUCTION COMPLETED

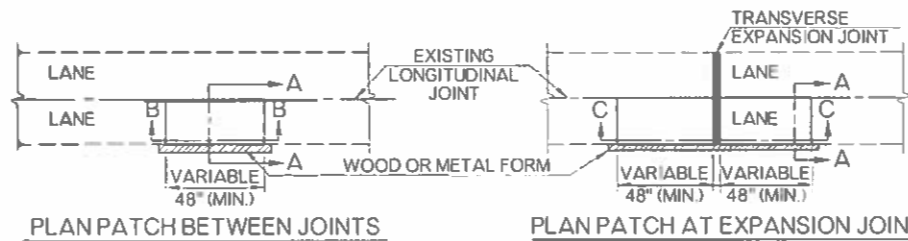


SEC. B - B

SEC. C - C

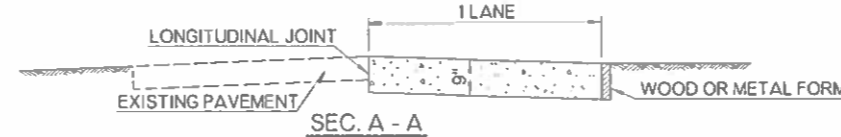
NOTE: IF ORIGINAL EXPANSION JOINT FALLS WITHIN ENDS OF FULL WIDTH PATCH, PLACE THE NEW EXPANSION JOINT AT APPROX. THE SAME LOCATION AS THE ORIGINAL JOINT.

MULTI LANE PATCH (CONSTRUCTED ONE LANE AT A TIME)

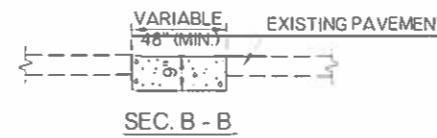


PLAN PATCH BETWEEN JOINTS

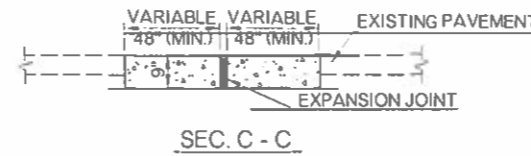
PLAN PATCH AT EXPANSION JOINT



SEC. A - A

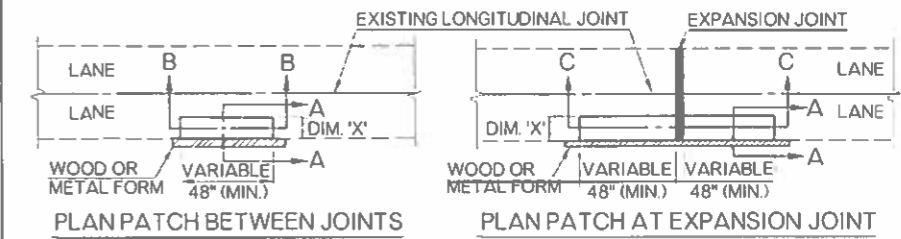


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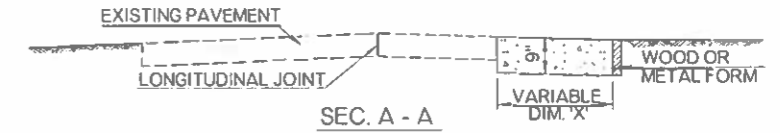
SEC. C - C

SINGLE LANE PATCH

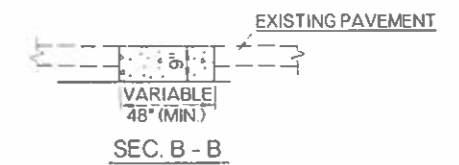


PLAN PATCH BETWEEN JOINTS

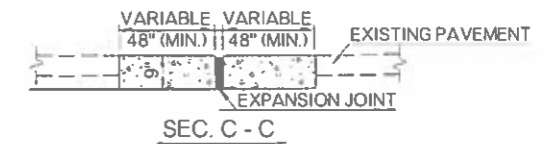
PLAN PATCH AT EXPANSION JOINT



SEC. A - A

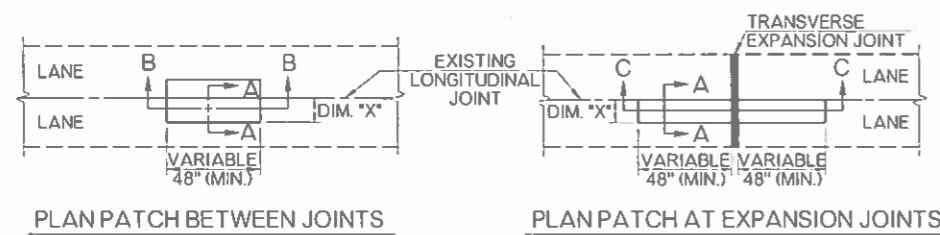


SEC. B - B



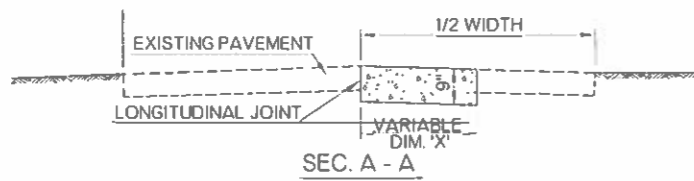
SEC. C - C

EXTERIOR EDGE PATCH

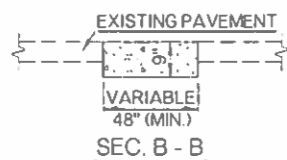


PLAN PATCH BETWEEN JOINTS

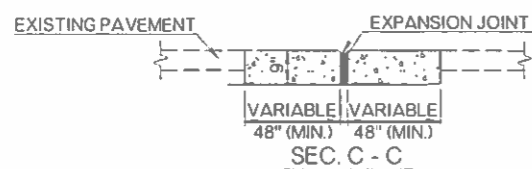
PLAN PATCH AT EXPANSION JOINTS



SEC. A - A

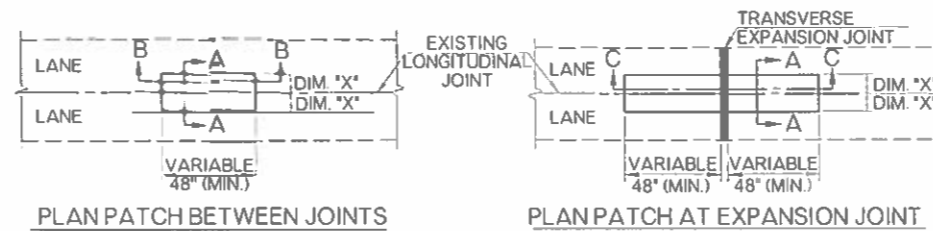


SEC. B - B



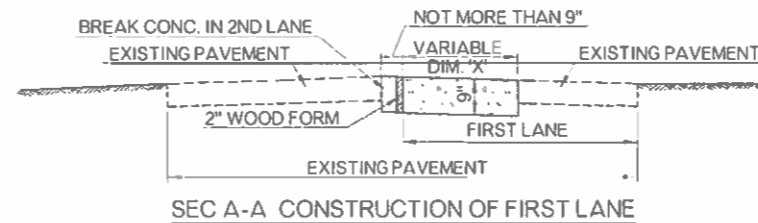
SEC. C - C

INTERIOR EDGE PATCH

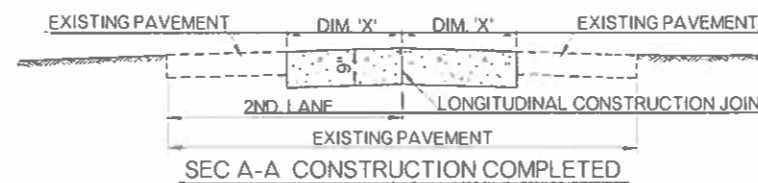


PLAN PATCH BETWEEN JOINTS

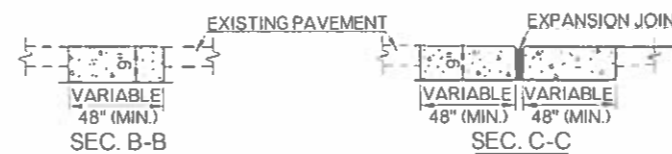
PLAN PATCH AT EXPANSION JOINT



SEC. A - A CONSTRUCTION OF FIRST LANE



SEC. A - A CONSTRUCTION COMPLETED



SEC. B - B

SEC. C - C

RECTANGULAR PLUG PATCH

- GENERAL NOTES**
1. CROWN OF PATCH TO MATCH CROWN OF EXISTING PAVEMENT.
 2. EDGES OF PAVEMENT SLAB, OPEN JOINTS AND CONSTRUCTION JOINTS SHALL BE EDGED WITH AN EDGER HAVING A 1/2" RADIUS. JOINT ALONG A BROKEN EDGE OF THE EXISTING PAVEMENT SHALL NOT BE EDGED.
 3. CONCRETE FOR PATCHES SHALL BE HIGH-EARLY-STRENGTH CONCRETE PAVEMENT MADE WITH THE USE OF HIGH-EARLY-STRENGTH PORTLAND CEMENT OR 25% ADDITIONAL STANDARD PORTLAND CEMENT. TRAFFIC SHALL NOT BE ALLOWED ON THE PATCH FOR THE FIRST 24 HOURS, OR FOR LONGER WHEN DIRECTED BY THE RESIDENT ENGINEER.
 4. DIMENSION 'X' TO BE NOT LESS THAN 4 FEET, NOR SHALL IT EXCEED 5 FEET FOR 18 FOOT PAVEMENT OR EXCEED 6 FEET FOR 20 FOOT PAVEMENT. IF EITHER OF THESE LIMITS ARE EXCEEDED USE A HALF WIDTH PATCH.
 5. PAVEMENT SECTION DEPTH TO BE SHOWN ON PLANS.
 6. IN AREAS WHERE PATCHING IS REQUIRED, UNDERCUTTING AND BACK FILLING OF SUBGRADE SHALL BE DONE IN A MANNER APPROVED BY THE ENGINEER. BACKFILL SHALL BE COMPACTED TO NOT LESS THAN 95% OF STANDARD DENSITY. COST OF UNDERCUTTING AND BACKFILLING TO BE INCLUDED IN OTHER ITEMS OF WORK.
 7. FOR DETAILS OF JOINTS AND SEALERS, SEE ROADWAY STANDARD LECS-5.

APPROVED BY ROADWAY ENGINEER: *[Signature]* DATE: 6/30/21
ROADWAY DESIGN DIVISION STANDARD

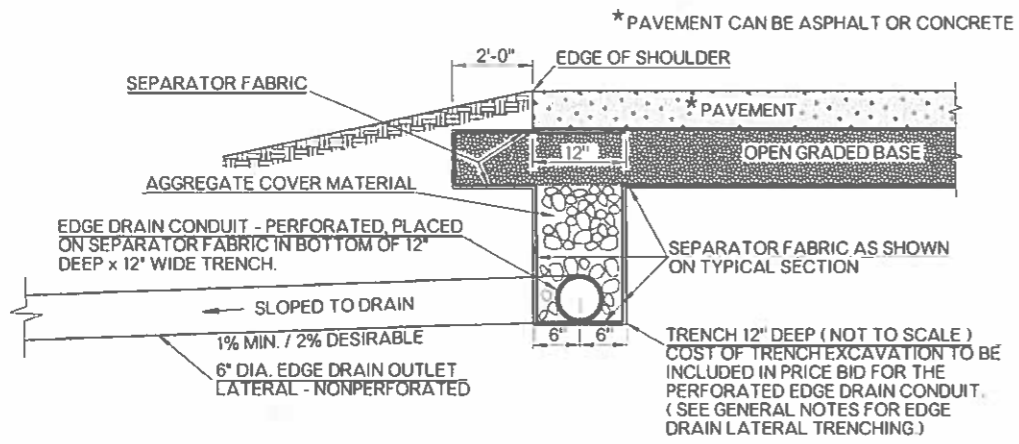


PAVEMENT RECONSTRUCTION DETAILS

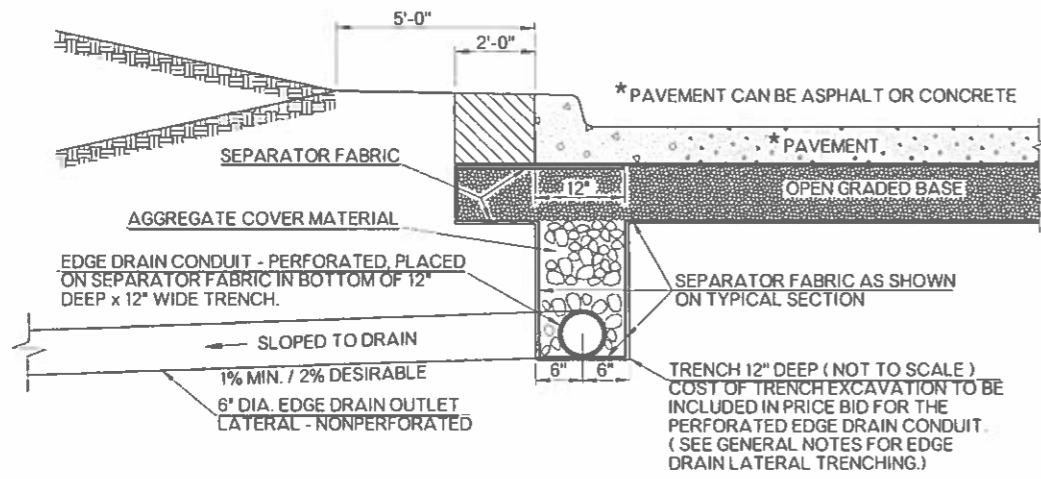
2019 SPECIFICATIONS

PR-4 1

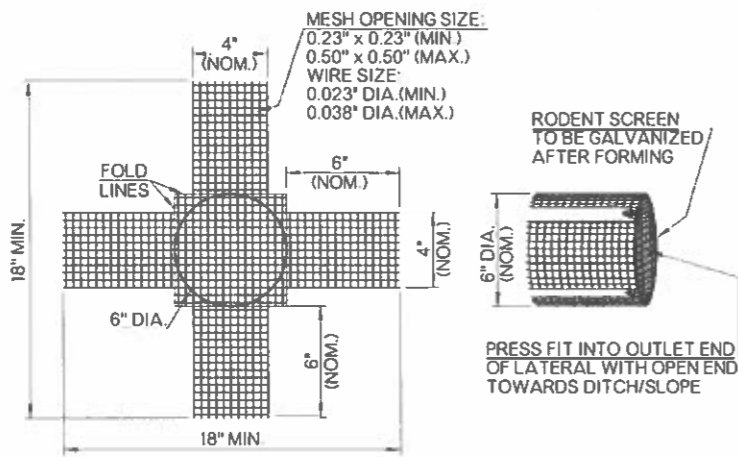
R-21



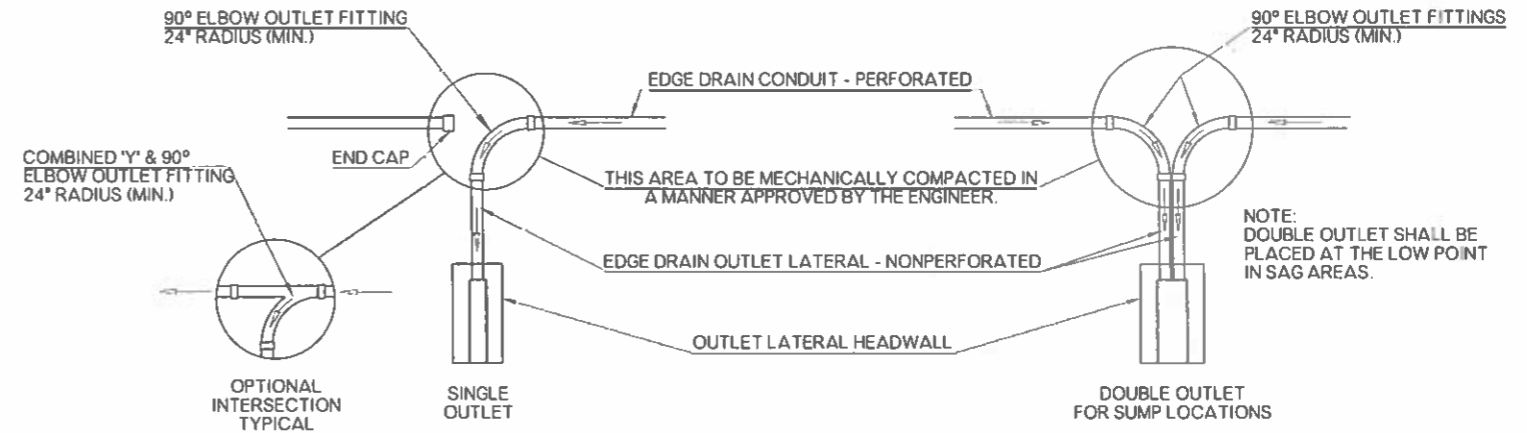
EDGE DRAIN INSTALLATION - OPEN TYPICAL SECTION



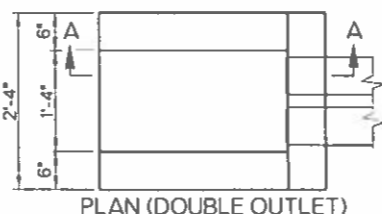
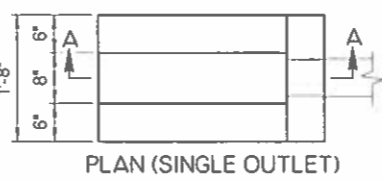
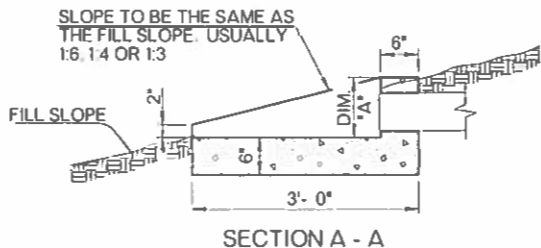
EDGE DRAIN INSTALLATION - CURBED TYPICAL SECTION



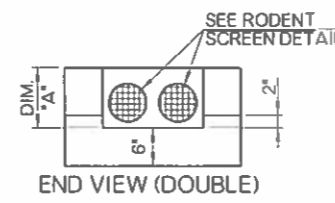
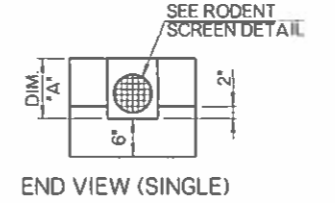
RODENT SCREEN DETAIL
 THIS RODENT SCREEN DETAIL IS TYPICAL ONLY AND OTHER DESIGN LAYOUT PATTERNS MAY BE ALLOWED IF APPROVED BY THE ENGINEER. NO TOLERANCE SHALL BE ALLOWED ON MATERIAL SPECIFICATIONS. RODENT SCREEN DIMENSIONS WILL CHANGE PROPORTIONATELY FOR ALTERNATE SIZE OUTLET LATERAL CONDUIT.



OUTLET LATERAL CONNECTIONS - PLAN



FILL SLOPE	DIM. 'A'	CLASS A CONCRETE QUANTITY	
		SINGLE OUTLET	DOUBLE OUTLET
1:3	1'-0"	0.18 CY	0.23 CY
1:4	9 1/2"	0.17 CY	0.21 CY
1:6	7"	0.16 CY	0.19 CY



OUTLET LATERAL HEADWALL
 NOTE: OPENING FOR LATERAL PIPE WILL VARY IN SIZE AND SHAPE, DEPENDING ON THE SIZE OF THE OUTLET LATERAL PIPE AND THE SLOPE OF THE STRUCTURE. THE OUTLET LATERAL PIPE SHALL BE CUT TO CONFORM TO THE TOP SURFACE OF THE OUTLET HEADWALL.

- GENERAL NOTES**
- ALL CONSTRUCTION AND MATERIAL REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE 2019 ODOT STANDARD SPECIFICATIONS.
 - INSTALLATION OF OUTLET LATERAL PIPES SHOULD BE SCHEDULED CONCURRENT WITH THE INSTALLATION OF PAVEMENT EDGE DRAIN.
 - PAVEMENT EDGE DRAIN CONDUIT SHALL NOT BE LEFT IN PLACE LONGER THAN 48 HOURS WITHOUT BEING CONNECTED TO OUTLET LATERAL PIPES.
 - OUTLET ELBOWS (90°) SHALL BE USED WHEN PIPE EDGE DRAIN SLOPE EXCEEDS TWO (2) PERCENT.
 - CONNECTION OF THE OUTLET LATERAL PIPE TO THE OUTLET FITTING SHALL BE DONE IN A MANNER APPROVED BY THE ENGINEER. COST OF ALL CAPS, FITTINGS, LATERAL PIPE, BONDING MATERIALS, RODENT SCREENS, TRENCHING AND BACKFILLING NEEDED TO INSTALL OUTLET LATERAL PIPE SHALL BE INCLUDED IN THE PRICE BID FOR EDGE DRAIN OUTLET LATERAL (NON-PERFORATED).
 - EDGE DRAINS AND OUTLET LATERALS SHALL BE LOCATED ON LOW SIDE OF SUPER ELEVATED SECTIONS AT CURVES. OUTLET LATERALS ARE TO BE PLACED AT 300' INTERVALS ON GRADE OR AS APPROVED BY THE ENGINEER.
 - PRICE BID FOR OUTLET LATERAL HEADWALL INCLUDES SURFACE PREPARATION, CLASS A CONCRETE, LABOR AND ANY INCIDENTALS NECESSARY FOR CONSTRUCTION.
 - CLASS A CONCRETE SHALL MEET REQUIREMENTS OF SECTION 509 OF THE SPECIFICATIONS.
 - AGGREGATE COVER MATERIAL SHALL MEET THE REQUIREMENTS OF SECTION 701.06 OF THE SPECIFICATIONS, AGGREGATE NO. 57. COST OF AGGREGATE COVER MATERIAL TO BE INCLUDED IN PRICE BID FOR EDGE DRAIN CONDUIT - PERFORATED.
 - DETAILS ON THIS SHEET ARE BASED ON 6" DIA. EDGE DRAIN CONDUIT. THE CONTRACTOR SHALL MAKE ALL NECESSARY ADJUSTMENTS TO ACCOMMODATE OTHER SIZE EDGE DRAINS.

BASIS OF PAYMENT		
ITEM NO.	ITEM	UNIT
613 (J)	EDGE DRAIN CONDUIT - PERFORATED	LF
613 (K)	EDGE DRAIN OUTLET LATERAL - NONPERFORATED	LF
613 (Q)	OUTLET LATERAL HEADWALL	EA

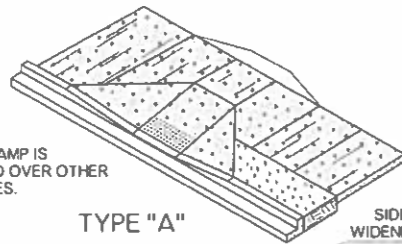
APPROVED BY ROADWAY ENGINEER: *[Signature]* DATE: 6/30/22
 ROADWAY DESIGN DIVISION STANDARD

PAVEMENT EDGE DRAIN

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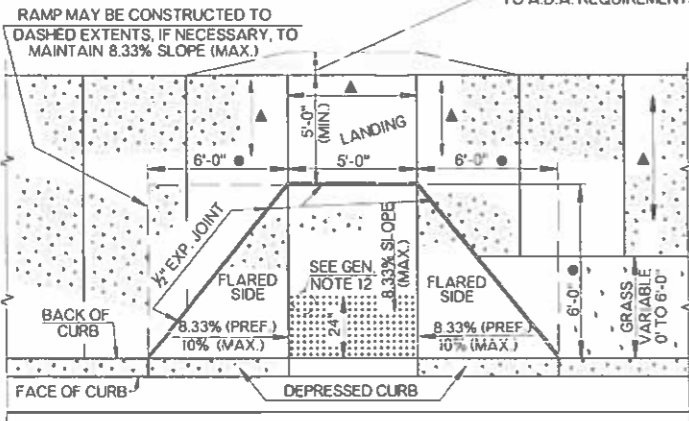
2019 SPECIFICATIONS
 PED-4 1
 R-23

TYPE "A" RAMP IS PREFERRED OVER OTHER RAMP TYPES.

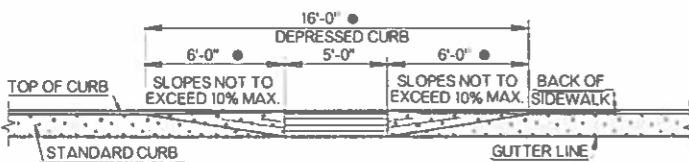


TYPE "A"

SIDEWALK MAY BE WIDENED TO CONFORM TO A.D.A. REQUIREMENTS

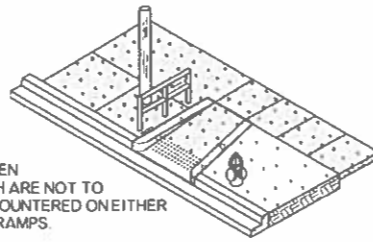


PLAN

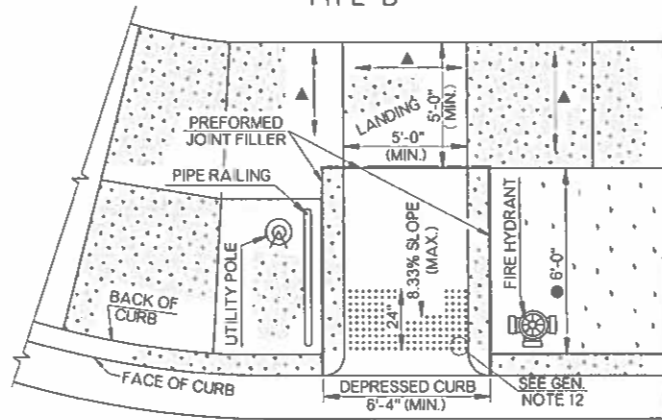


ELEVATION

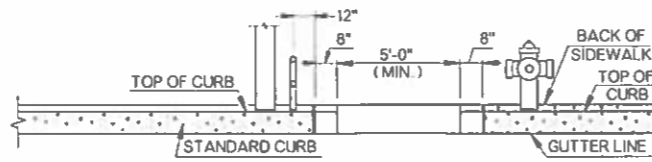
USE TYPE "B" RAMP WHEN OBSTRUCTIONS, WHICH ARE NOT TO BE REMOVED, ARE ENCOUNTERED ON EITHER SIDE OF WHEELCHAIR RAMPS.



TYPE "B"

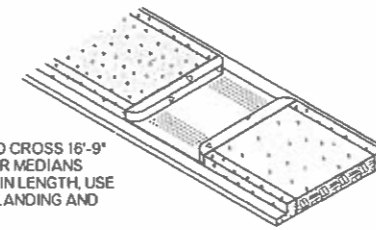


PLAN

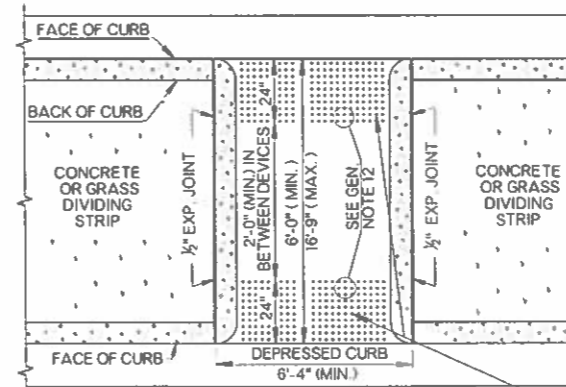


ELEVATION

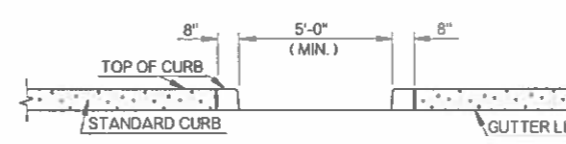
USE TYPE "C" RAMP TO CROSS 16'-9" OR LESS MEDIANS. FOR MEDIANS GREATER THAN 16'-9" IN LENGTH, USE SIDEWALK WITH A 5' LANDING AND TWO TYPE "B" RAMPS.



TYPE "C"

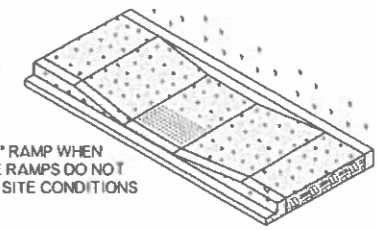


PLAN

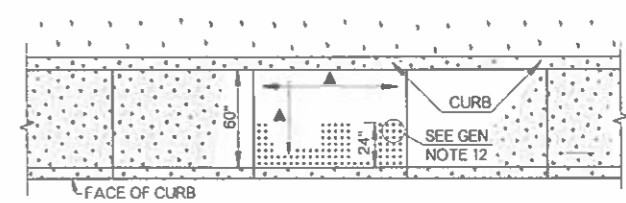


ELEVATION

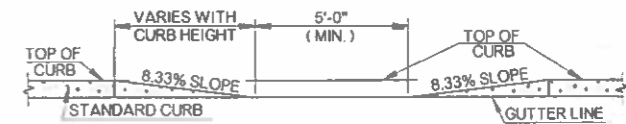
USE TYPE "D" RAMP WHEN OTHER TYPE RAMPS DO NOT WORK WITH SITE CONDITIONS



TYPE "D"



PLAN



ELEVATION

GENERAL NOTES

- ALL CONSTRUCTION AND MATERIAL REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE 2019 ODOT STANDARD SPECIFICATIONS.
- THERE WILL BE NO DEDUCTION OF PAYMENT FOR CONCRETE CURB & GUTTER AND/OR INTEGRAL CURB FOR THE LENGTH OF THE DEPRESSED CURB.
- RAMP DIMENSIONS SHOWN ARE BASED ON A CURB HEIGHT OF SIX INCHES. THE DIMENSIONS SHOULD BE ADJUSTED FOR OTHER CURB HEIGHTS. THE MAXIMUM PERMISSIBLE SLOPE OF THE WHEELCHAIR RAMP IS 8.33%. RAMP SLOPE MAY BE 10% MAXIMUM ALONG FACE OF TAPERED CURB.
- DRAINAGE STRUCTURES SHALL NOT BE PLACED IN LINE WITH THE RAMPS.
- THE NORMAL GUTTER LINE PROFILE SHALL BE MAINTAINED THROUGH THE AREA OF THE RAMP WITH A 2% SLOPE (MAX.). SEE GENERAL NOTE NO. 10.
- WHEELCHAIR RAMPS SHOULD BE LOCATED SO THAT THE RAMP WILL BE ON THE TRAFFIC APPROACH SIDE OF ANY OBSTACLE.
- WHEELCHAIR RAMPS SHOULD BE BUILT AS SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER. THE TYPE OF RAMP WILL BE DESIGNATED ON THE PLANS. IF A RAMP IS TO BE CONSTRUCTED AS A COMBINATION OF TWO TYPES (ONE SIDE TYPE A AND ONE SIDE TYPE B) THE RAMP SHALL BE DESIGNATED AS TYPE A-B.
- PIPE RAILING CONSTRUCTION DETAILS, WHEN REQUIRED AT TYPE B WHEELCHAIR RAMPS, WILL BE SHOWN ON THE PLANS.
- EXCAVATION, BACKFILL, EXPANSION JOINT MATERIAL, SEALERS, AND OTHER RELATED MISCELLANEOUS ITEMS WILL NOT BE PAID FOR SEPARATELY BUT THE COST THEREOF SHALL BE INCLUDED IN THE COST OF THE SIDEWALK.
- ALL FEATURES OF CONSTRUCTION INCLUDING, BUT NOT LIMITED TO, SIDEWALKS, CURB RAMPS AND CROSSWALK MARKINGS SHALL COMPLY WITH THE PUBLIC RIGHT-OF-WAY ACCESSIBILITY GUIDELINES (PROWAG). WHERE SPATIAL LIMITATIONS OR EXISTING FEATURES WITHIN THE LIMITS OF THE PROJECT PREVENT FULL COMPLIANCE WITH THE PROWAG, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER UPON DISCOVERY OF SUCH FEATURE(S). THE CONTRACTOR SHALL NOT PROCEED WITH ANY ASPECT OF THE WORK WHICH IS NOT IN FULL COMPLIANCE WITH THE PROWAG WITHOUT PRIOR WRITTEN APPROVAL FROM THE ENGINEER. ANY WORK WHICH IS NOT PERFORMED WITHIN THE GUIDELINES OF THE PROWAG, FOR WHICH THE CONTRACTOR DOES NOT HAVE WRITTEN APPROVAL, SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.
- ALL WHEELCHAIR RAMP CURBS SHALL BE INCLUDED IN COST OF SIDEWALK.
- FOR DETAILS OF TACTILE WARNING DEVICES, SEE STANDARD TWD-2.
- ALL CROSS SLOPES AND RUNNING SLOPES FOR LANDINGS AND CROSS SLOPES FOR SIDEWALKS SHALL BE 1.5% PREFERRED TO 2% MAXIMUM.

BASIS OF PAYMENT		
ITEM NO.	ITEM	UNIT
610 (A)	CONCRETE SIDEWALK	SY
622 (A)	PIPE RAILING	LF

■ SIDEWALK THICKNESS SHALL BE SPECIFIED IN INCHES.

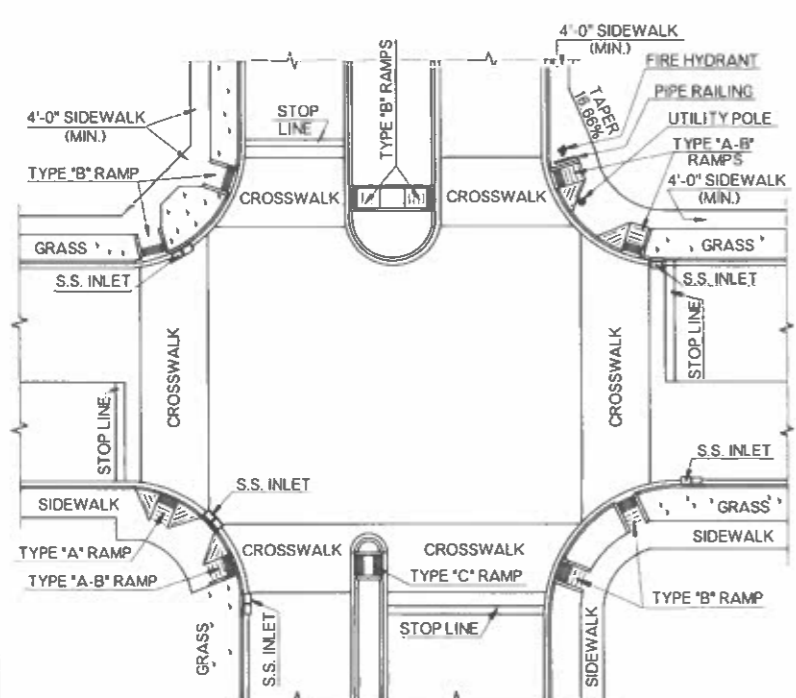
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ROADWAY DESIGN DIVISION STANDARD

WHEELCHAIR RAMPS

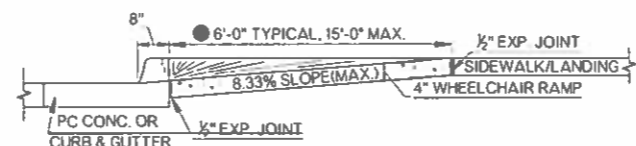


2019 SPECIFICATIONS

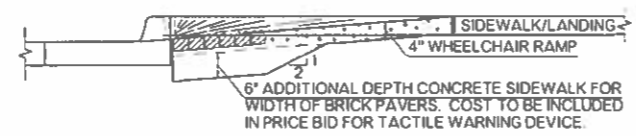
WCR-4	2
	R-25



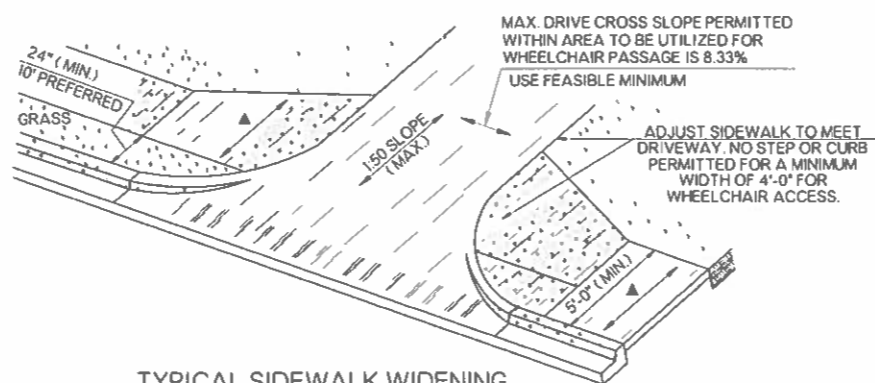
THE ABOVE EXAMPLES ARE TYPICAL ONLY AND ARE SHOWN TO ILLUSTRATE POSSIBLE RAMP TYPES, POSSIBLE RAMP LOCATIONS, POSSIBLE INLET LOCATIONS, AND HOW THE RAMP WILL BE DESIGNATED ON THE PLANS. CARE SHOULD BE EXERCISED TO ASSURE THAT MEDIAN RAMP AND CURB RAMP LINE UP, AND THAT RAMPS THROUGHOUT A PROJECT ARE LOCATED WITH SOME DEGREE OF UNIFORMITY.



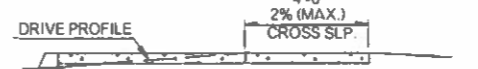
WHEELCHAIR RAMP PROFILES (TYPE A AND B)



SIDEWALK THICKENING FOR TYPE A TACTILE WARNING DEVICES



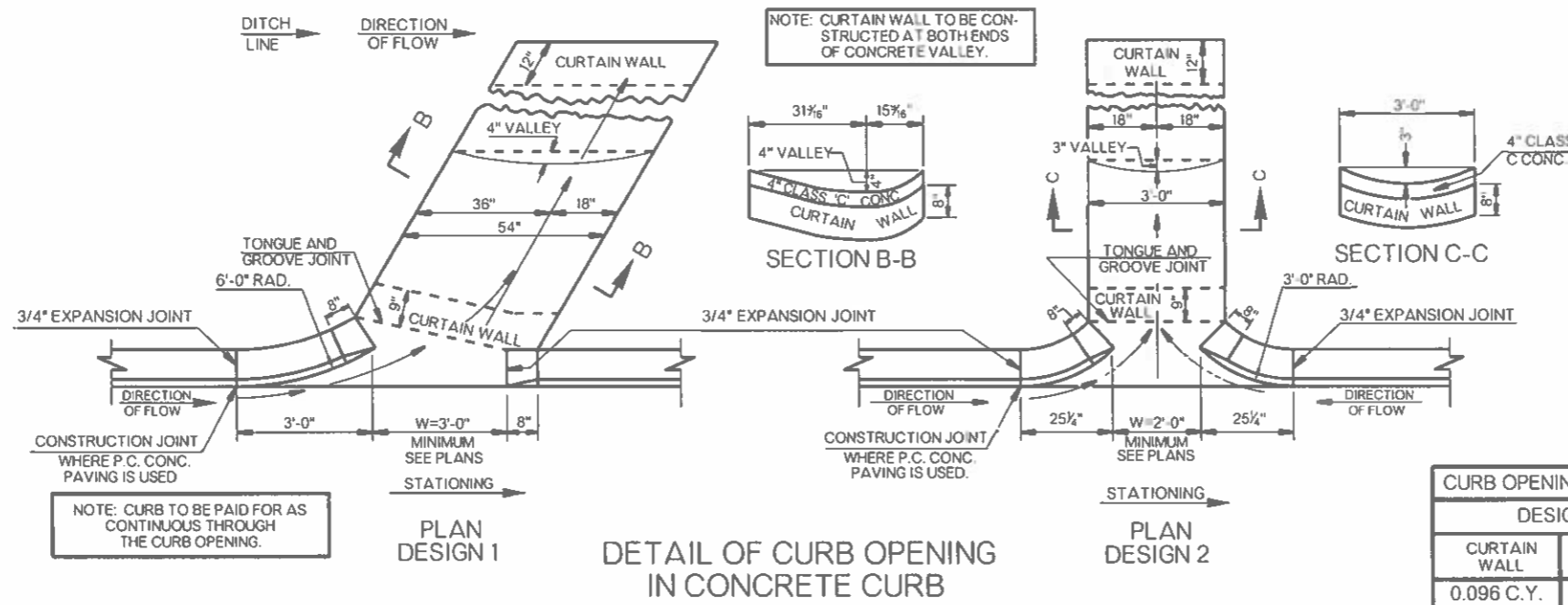
TYPICAL SIDEWALK WIDENING AT DRIVEWAY



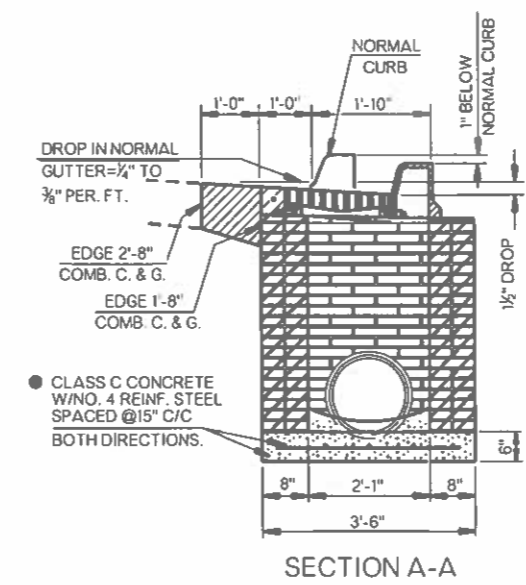
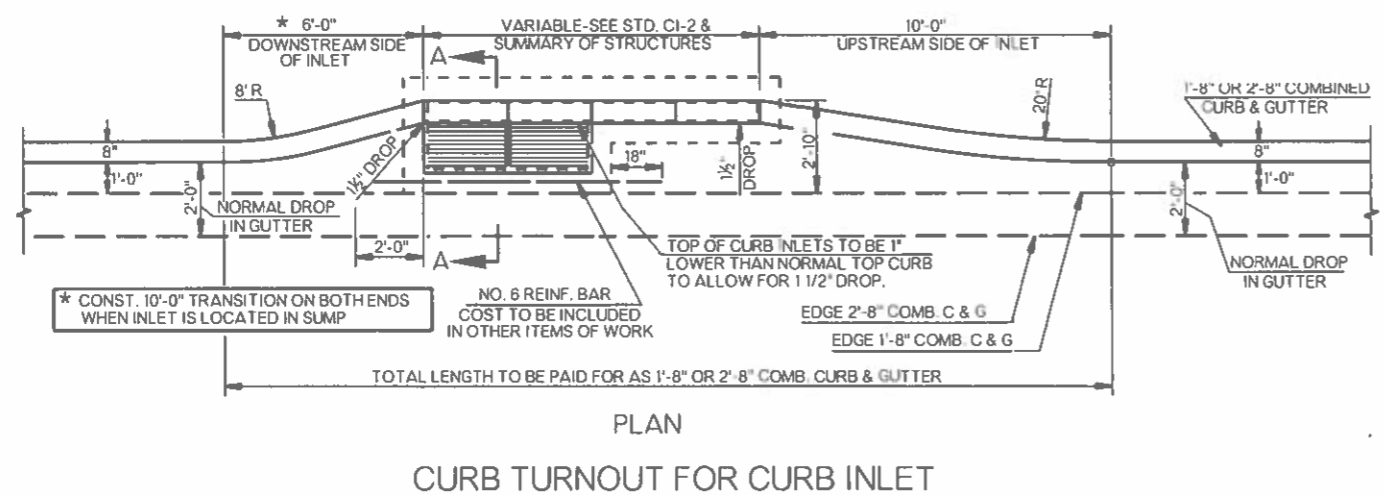
1/2" EXPANSION JOINT

JOINT FILLER SHALL MEET THE REQUIREMENTS OF SECTION 701.08 OF THE SPECIFICATIONS.

JOINT FILLER SHALL BE USED BETWEEN SIDEWALK AND CURBS, WHEELCHAIR RAMPS, DRIVEWAYS, STREETS, RETAINING WALLS, ETC.



DESIGN 1		DESIGN 2	
CURTAIN WALL	PER FOOT OF FLUME	CURTAIN WALL	PER FOOT OF FLUME
0.096 C.Y.	0.048 C.Y.	0.074 C.Y.	0.037 C.Y.



- GENERAL NOTES
- ALL CONSTRUCTION AND MATERIAL REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE 2019 ODOT STANDARD SPECIFICATIONS.
 - INLET STRUCTURES MAY BE SUPPLIED AS PRECAST UNITS IF PROPOSED PRECAST DESIGN IS SUBMITTED TO THE ENGINEER AND APPROVED FOR USE. SEE ROADWAY STANDARD CI-2.

ITEM NO.	ITEM	UNIT
509 (D)	CLASS C CONCRETE	CY

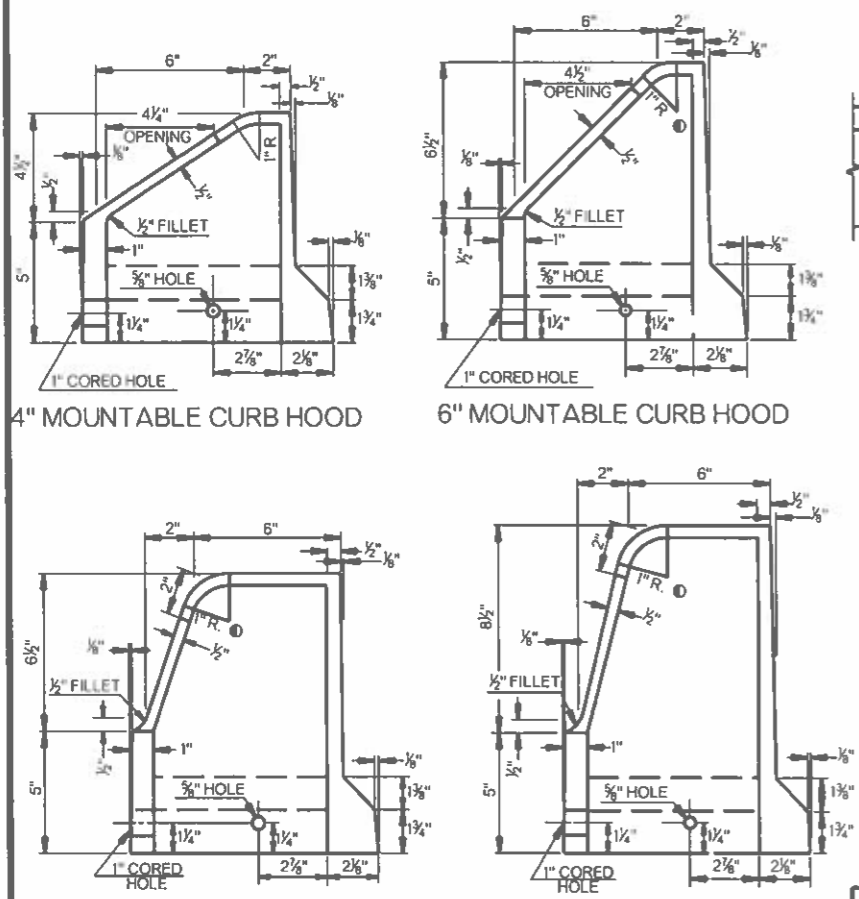
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ROADWAY DESIGN DIVISION STANDARD

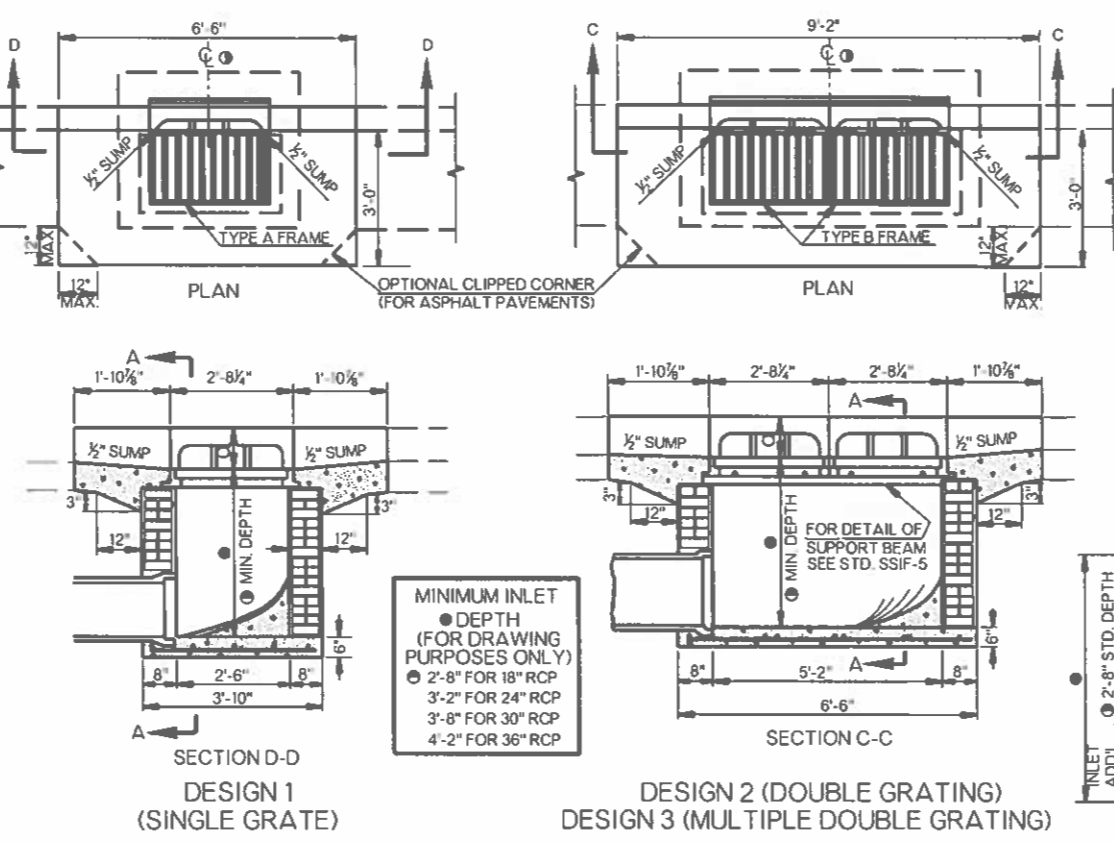
STORM SEWER CONSTRUCTION DETAIL

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2019 SPECIFICATIC SSSD-4

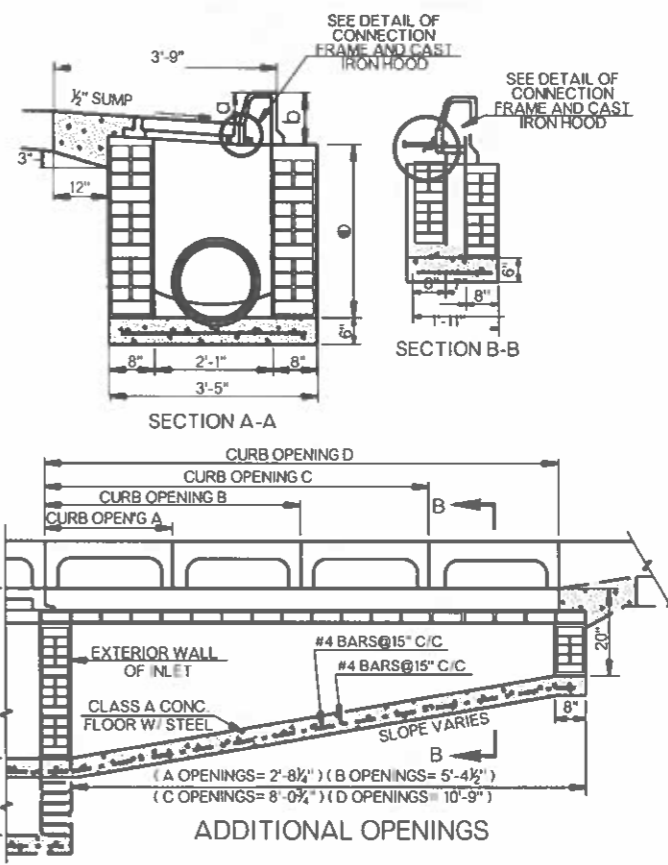


4" MOUNTABLE CURB HOOD
6" MOUNTABLE CURB HOOD
6" BARRIER CURB HOOD
8" BARRIER CURB HOOD



PLAN
PLAN
SECTION D-D DESIGN 1 (SINGLE GRATE)
SECTION C-C DESIGN 2 (DOUBLE GRATING)
DESIGN 3 (MULTIPLE DOUBLE GRATING)

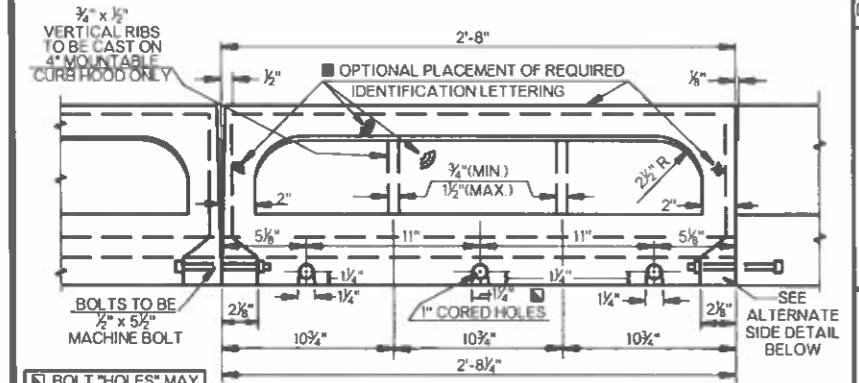
MINIMUM INLET DEPTH (FOR DRAWING PURPOSES ONLY)
 ● 2'-8" FOR 18" RCP
 ● 3'-2" FOR 24" RCP
 ● 3'-8" FOR 30" RCP
 ● 4'-2" FOR 36" RCP



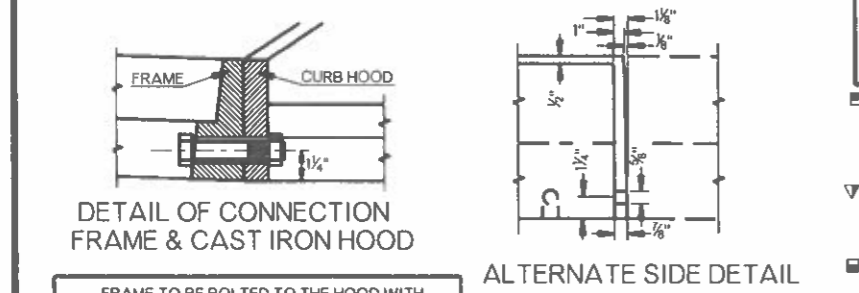
SECTION A-A
SECTION B-B
ADDITIONAL OPENINGS

MINIMUM DEPTH MASONRY OR PRECAST WALLS
 2'-3" FOR 18" RCP
 2'-9" FOR 24" RCP
 3'-3" FOR 30" RCP
 3'-9" FOR 36" RCP

DESIGN NO.	TYPE OF CURB	DIMENSIONS	
		a	b
1	4" MOUNTABLE	4 1/2"	9 1/2"
	6" BARRIER	6 1/2"	11 1/2"
	8" BARRIER	8 1/2"	13 1/2"
2	4" MOUNTABLE	4 1/2"	9 1/2"
	6" BARRIER	6 1/2"	11 1/2"
	8" BARRIER	8 1/2"	13 1/2"
3	4" MOUNTABLE	4 1/2"	9 1/2"
	6" BARRIER	6 1/2"	11 1/2"
	8" BARRIER	8 1/2"	13 1/2"



CAST IRON HOOD ELEVATION
 BOLT HOLES MAY BE CLOSED CORED HOLES OR SLOTS.
 TOP OF HOOD SHALL STATE "DUMP NO WASTE" AND "DRAINS TO RIVER" OR SIMILAR WORDING.



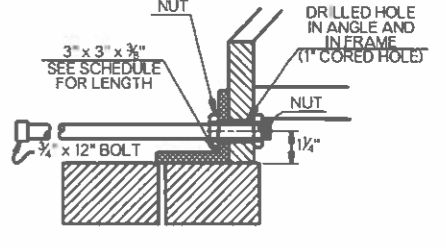
DETAIL OF CONNECTION FRAME & CAST IRON HOOD
 FRAME TO BE BOLTED TO THE HOOD WITH 3 EA. - 3/4" x 4 1/2" MACHINE BOLTS. FOR FRAME DETAILS, SEE ROADWAY STANDARD SSIF-5.
 ALTERNATE SIDE DETAIL

QUANTITIES (FOR 18" R.C. PIPE AND MIN. DEPTH)								
INLET DESIGN	CURB OPENING DESIGNATION	CLASS A CONCRETE CU. YD.	INLET		INLET FRAME & GRATE EACH	CAST IRON HOOD EACH	ANGLE IRON	
			BASE (CF) ▽	ADDL. CF PER VERT. FT.			NO.	LENGTH
1	STD.	0.24	17.76	7.89	1	1	-	-
	A	0.34	23.84	7.89	1	2	1	2'-5 3/8"
	B	0.43	30.11	7.89	1	3	1	5'-1 1/8"
	C	0.53	36.38	7.89	1	4	1	7'-9 1/4"
	D	0.63	42.66	7.89	1	5	1	10'-6 1/2"
	2A	0.43	29.91	7.89	1	3	2	2'-5 3/8" 2'-5 3/8"
	A-B	0.53	36.19	7.89	1	4	2	2'-5 3/8" 5'-1 1/8"
	A-C	0.62	42.46	7.89	1	5	2	2'-5 3/8" 7'-9 1/4"
	2B	0.62	42.46	7.89	1	5	2	5'-1 1/8" 5'-1 1/8"
	B-C	0.72	48.74	7.89	1	6	2	5'-1 1/8" 7'-9 1/4"
2	2C	0.82	55.01	7.89	1	7	2	7'-9 1/4" 7'-9 1/4"
	STD.	0.41	25.76	11.45	2	2	-	-
	B	0.60	38.11	11.45	2	4	1	5'-1 1/8" -
	C	0.73	44.39	11.45	2	5	1	7'-9 1/4" -
	D	0.79	50.66	11.45	2	6	1	10'-6 1/2" -
	2B	0.79	50.46	11.45	2	6	2	5'-1 1/8" 5'-1 1/8"
	2C	0.98	63.01	11.45	2	8	2	7'-9 1/4" 7'-9 1/4"
	B-D	0.98	63.01	11.45	2	8	2	5'-1 1/8" 10'-6 1/2"
	2D	1.17	75.56	11.45	2	10	2	10'-6 1/2" 10'-6 1/2"
	STD.	0.74	41.27	18.34	4	4	-	-
3	B	0.93	53.62	18.34	4	6	1	5'-1 1/8" -
	D	1.12	66.17	18.34	4	8	1	10'-6 1/2" -
	2B	1.12	65.98	18.34	4	8	1	5'-1 1/8" 5'-1 1/8"
	B-D	1.31	78.52	18.34	4	10	2	5'-1 1/8" 10'-6 1/2"
	2D	1.50	91.07	18.34	4	12	2	10'-6 1/2" 10'-6 1/2"
	2D	1.50	91.07	18.34	4	12	2	10'-6 1/2" 10'-6 1/2"

DEPTH OF 2'-8" SHALL BE USED AS STANDARD DEPTH FOR ALL PIPE SIZES AND/OR PIPE TYPES. FOR INLET DEPTHS GREATER THAN STANDARD DEPTH, A PAY ITEM FOR ADDITIONAL DEPTH IN INLET, PAID AS VERTICAL FEET, SHALL BE USED. TO DETERMINE TOTAL INLET QUANTITY FOR INLET DEPTHS GREATER THAN 2'-8", MULTIPLY ADDITIONAL DEPTH BY ADDITIONAL CUBIC FEET PER VERTICAL FOOT AND ADD TO THE INLET BASE, IN CUBIC FEET.
 BASE AMOUNT IS THE CUBIC FEET OF THE INLET, WITHOUT ADDITIONAL DEPTH. AS AN EXAMPLE, THE DESIGN 1B INLET IS HAVING WALLS 8" THICK, WITH OUTSIDE DIMENSIONS OF 3'-10" AND 3'-6" FOR THE MAIN BOX, AND WALLS 8" THICK AND OUTSIDE DIMENSIONS OF 1'-11" AND 5'-4 1/2" FOR THE 'B' CURB OPENING.
 QUANTITIES SHOWN ARE FOR 2 DOUBLE-GRATED INLETS.
 PAYMENT FOR ALL CLASS A CONCRETE AND ANY REINFORCING STEEL USED TO CONSTRUCT CAST-IN-PLACE INLET WALLS OR FLOORS SHALL BE INCLUDED IN THE PRICE BID FOR THE INLET. PRECAST INLET ALTERNATIVES ARE ACCEPTED, BUT ONLY IF THEIR DESIGNS FOLLOW ROADWAY STANDARD PCI-1.

SPECIAL DESIGN CASTINGS, HOODS, FRAMES OR GRATES MAY BE USED, IN LIEU OF STANDARD DESIGNS SHOWN ON THIS SHEET, IF APPROVED BY THE ENGINEER.

- GENERAL NOTES**
- ALL CONSTRUCTION AND MATERIAL REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE 2019 ODOT STANDARD SPECIFICATIONS.
 - ROADWAY STANDARD SSIF-5 FRAMES AND STANDARD CIG-4 GRATES SHALL BE USED WITH THESE INLETS UNLESS OTHERWISE SPECIFIED. COST OF THE FRAMES, GRATES AND HOODS SHALL BE INCLUDED IN THE COST OF THE CURB INLET.
 - WHEN THE INLET IS BUILT IN NEW CONCRETE PAVEMENT, THE APRON AROUND THE INLET MAY BE BUILT INTEGRAL WITH PAVEMENT OR MAY BE SEPARATE AND OF THE SIZE AS SHOWN. THE THICKNESS SHALL BE THE SAME AS THE CONCRETE PAVEMENT OR CURB AND GUTTER. IF CONSTRUCTED IN ANY OTHER AREA OR IN EXISTING PAVEMENT, THE APRON AROUND THE INLET SHALL BE THE SIZE AS SHOWN AND BUILT OF P.C. CONCRETE TO A MINIMUM 8 INCH THICKNESS.
 - THERE WILL BE NO DEDUCTION OF PAYMENT FOR CONCRETE CURB AND GUTTER OR P.C. CONCRETE THROUGH THE EXTENTS OF THE INLET HOODS. DEDUCTION WILL BE MADE FOR THE PAYMENT OF INTEGRAL CURB THROUGH THE EXTENTS OF THE INLET HOODS.
 - ALL LETTERING TO BE RECESSED 1/8 INCH AND SHALL NOT EXCEED ONE INCH IN HEIGHT. INFORMATION REQUIRED SHALL BE AS STATED IN THE SPECIFICATIONS. LOCATION OF LETTERING TO BE AS SHOWN WITH ADDITIONAL IDENTIFICATION LETTERING AT OTHER LOCATIONS PERMITTED.
 - CAST-IN-PLACE CONCRETE WALLS MEETING MIX REQUIREMENTS OF CLASS A CONCRETE MAY BE BUILT IN LIEU OF THE BRICK MASONRY TO THE SAME DIMENSIONS AS SHOWN. NO. 4 REINFORCING STEEL BARS SPACED 30" VERTICALLY AND 12" HORIZONTALLY WILL BE REQUIRED FOR ALL CAST-IN-PLACE INLET WALLS EXCEEDING 5 FEET IN DEPTH (GUTTER ELEVATION TO THE FLOWLINE ELEVATION). COST OF STEEL REINFORCING TO BE INCLUDED IN THE COST OF THE CURB INLET.
 - ALL CAST-IN-PLACE CLASS A CONCRETE INLET FLOORS SHALL HAVE NO. 4 REINFORCING STEEL PLACED AT 16" MAXIMUM C/C SPACING IN BOTH DIRECTIONS.
 - THE STANDARD DRAWING, DESIGN NUMBER, DESIGNATION NUMBER, AND NUMBER OF ADDITIONAL OPENINGS SHALL BE INDICATED ON THE PLANS. I.E. ROADWAY STANDARD CI-2, DES. 1 (A-B).
 - TYPE B AND C FRAMES TO BE USED FOR MULTIPLE DOUBLE GRATES. SEE ROADWAY STANDARD SSIF-5 FOR DETAILS.
 - BOLT(S) WITH EXPANSION DEVICES OR EPOXY-TYPE PUTTY TO BE USED TO INSTALL CAST IRON HOODS INTO CONCRETE CURB. COST OF INSTALLATION TO BE INCLUDED IN PRICE BID FOR THE CURB INLET.
 - CASTINGS AS SHOWN HERE SHALL BE CAST STEEL, DUCTILE IRON OR GRAY IRON CONFORMING TO SECTION 725 OF THE ODOT SPECIFICATIONS.
 - TWO INCH RADIUS MAY BE USED IF APPROVED BY THE ENGINEER.
 - CONSTRUCTION STATIONING OF THE CURB INLETS IS DETERMINED BY THE CENTERLINE (CL) OF THE SURFACE GRATES.

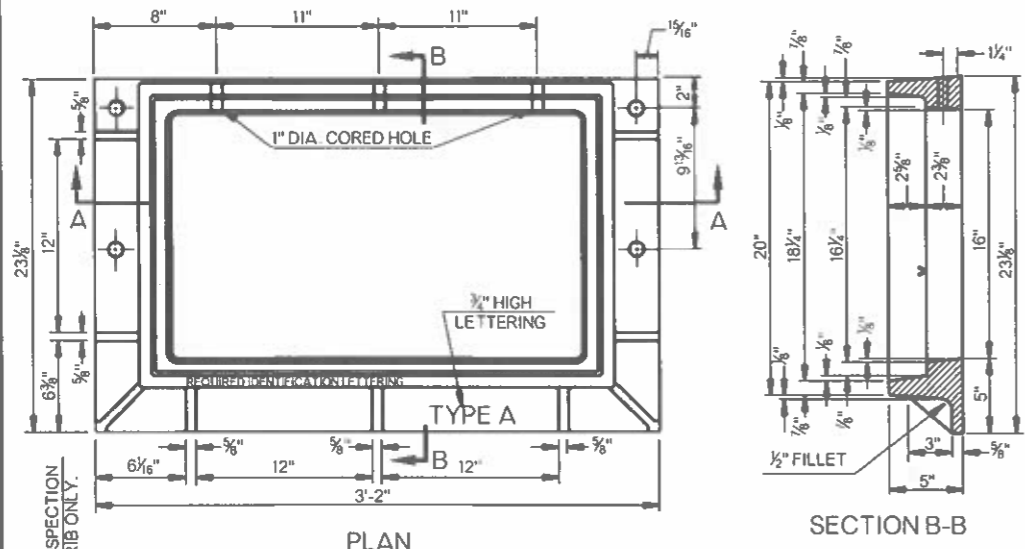


DETAIL OF CONNECTION ANGLE IRON & CAST IRON HOOD
 NOTE: ANGLE IRON TO BE BOLTED TO HOOD WITH 3 EACH - 3/4" x 12" MACHINE BOLTS IN EACH HOOD SECTION.

BASIS OF PAYMENT		
ITEM NO.	ITEM	UNIT
611 (G)	INLET (CI DES. ▲)	EA
611 (H)	ADDITIONAL DEPTH IN INLET (CI DES. ▽)	VF
611 (I)	REPLACEMENT OF INLET FRAME AND GRATE ▲	EA
611 (J)	REPLACEMENT OF INLET FRAME	EA
611 (K)	REPLACEMENT OF INLET GRATE	EA
611 (M)	REPLACEMENT OF CAST IRON HOOD	EA

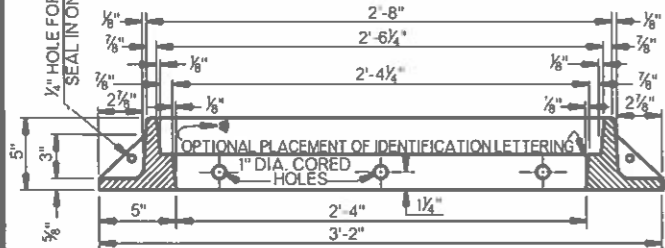
- ▲ SPECIFY INLET DESIGN & CURB OPENING DESIGNATION.
- ▽ SPECIFY INLET DESIGN 1, 2 OR 3.
- ▲ TYPE OF FRAME AND TYPE OF GRATE SHALL BE SPECIFIED.

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PLAN

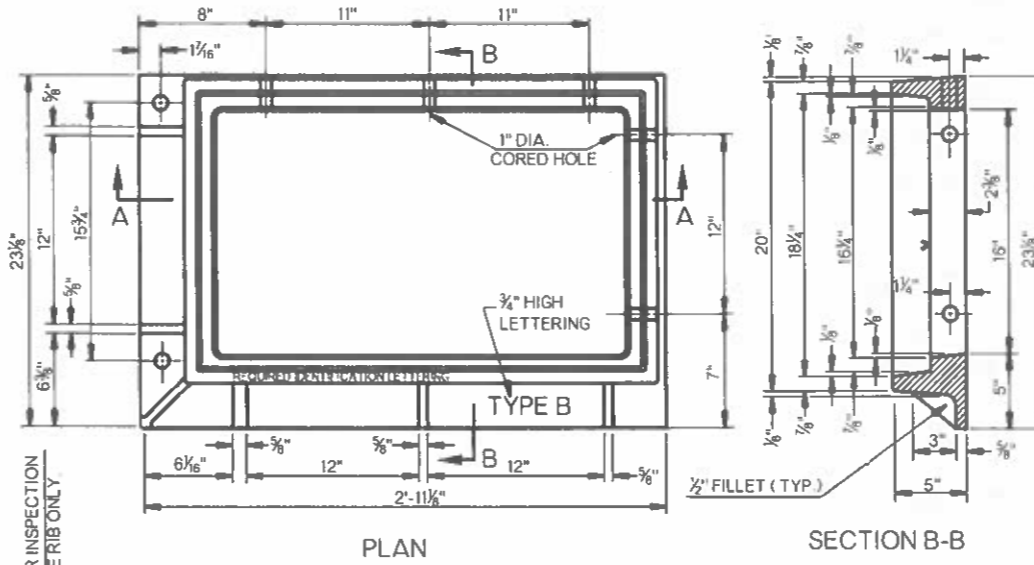
SECTION B-B



SECTION A-A

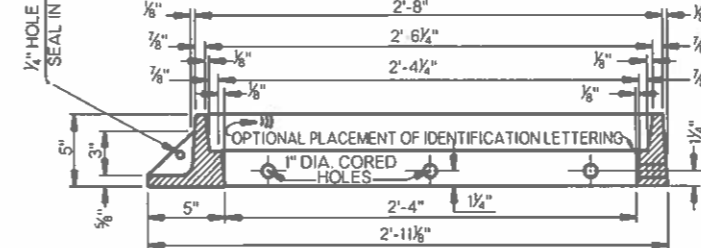
STORM SEWER INLET FRAME TYPE A FOR INLET DESIGN NO. 1

NOTE: ONLY ONE TYPE A FRAME FOR INLET DESIGN NO. 1



PLAN

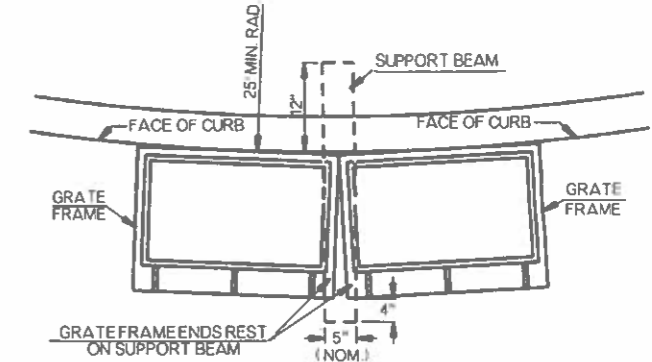
SECTION B-B



SECTION A-A

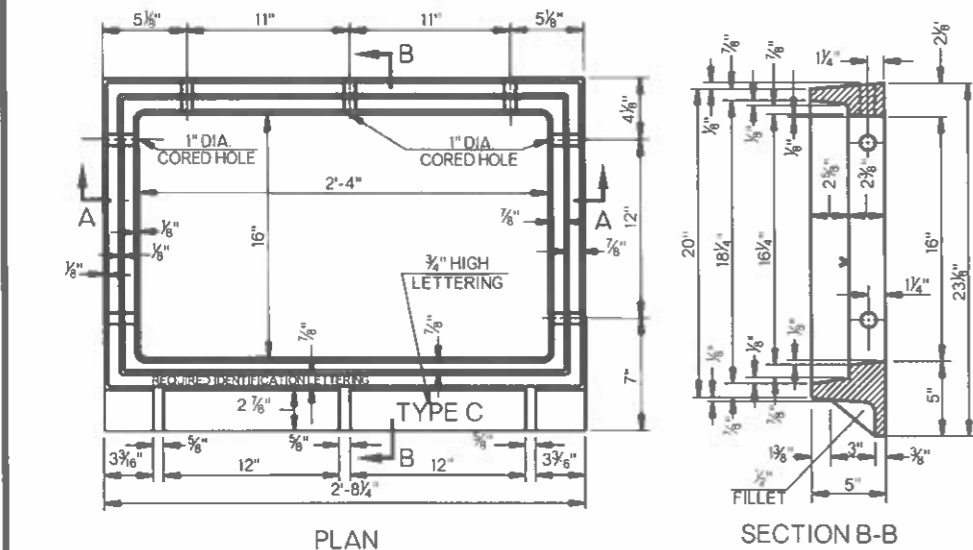
STORM SEWER INLET FRAME TYPE B FOR INLET DESIGN NOS. 2 AND 3

NOTE: MAKE ONE FRAME AS SHOWN AND ONE REVERSED FOR DOUBLE FRAMES



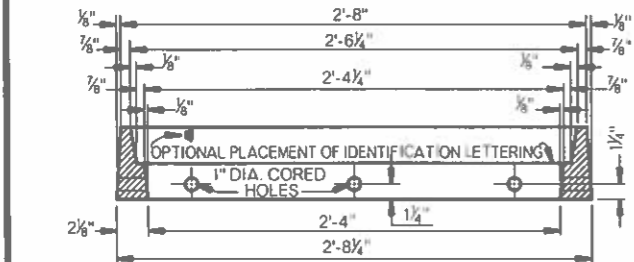
M 5 x 18.9 x 3'-4" LONG

ALTERNATE SUPPORT BEAM TO BE USED IN LIEU OF S 4 x 7.7, WHEN STRUCTURE IS BUILT ALONG CURVED CURB



PLAN

SECTION B-B

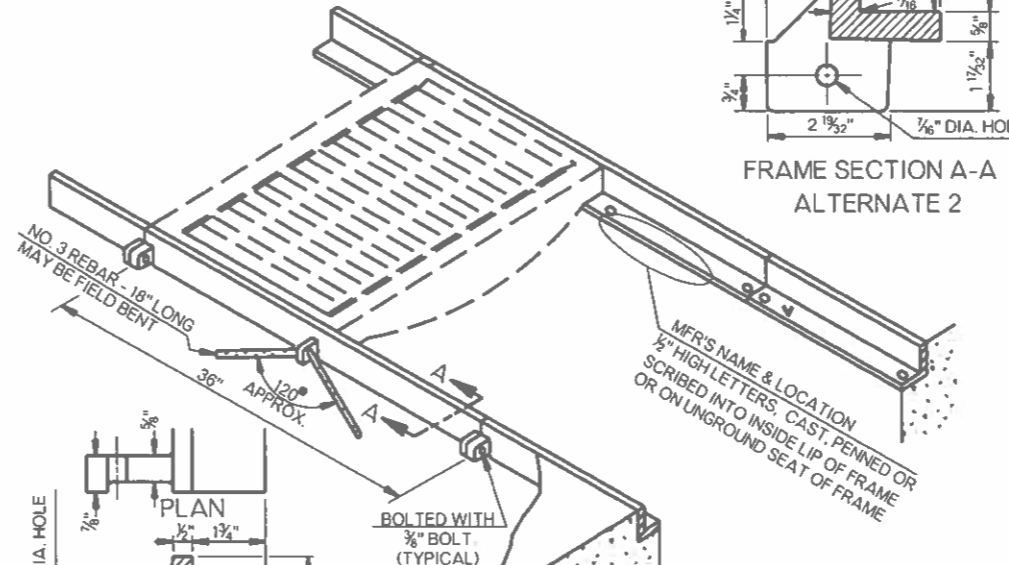


SECTION A-A

STORM SEWER INLET FRAME TYPE C FOR INLET DESIGN NO. 3

NOTE: TWO TYPE B FRAMES AND TWO TYPE C FRAMES ARE REQUIRED FOR INLET DESIGN NO. 3

NOTE: ONE PAY UNIT OF TYPE 'TR' FRAME IS COMPOSED OF TWO 36" LONG SECTIONS OF FRAME. ONE TYPE 'TR' FRAME REQUIRES TWO TRENCH TYPE GRATES (SEE ROADWAY STANDARD CIG-4). DO NOT USE FRAME TYPE GRATES IN A TRENCH INSTALLATION. COST OF BOLTS AND REBARS TO BE INCLUDED IN PRICE BID FOR INLET FRAME. FRAME MEMBERS MAY BE FURNISHED AS TWO 18" LONG PIECES, END-MATCHED, TO PROVIDE ONE 36" LONG UNIT.

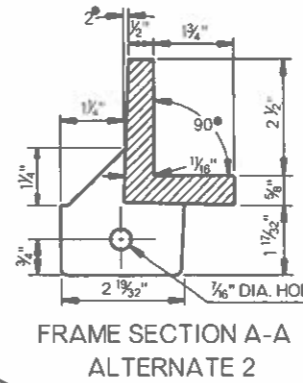


PLAN

FRAME SECTION A-A ALTERNATE 1

STORM SEWER INLET FRAME TYPE TR FOR TRENCH INLET

INLET FOR USE WITH INLET FRAME TR WILL NORMALLY BE A SPECIAL DESIGN REINFORCED CONCRETE BOX WITH PART(S) OF THE TOP REMOVED.



FRAME SECTION A-A ALTERNATE 2

GENERAL NOTES

- ALL CONSTRUCTION AND MATERIAL REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE 2019 ODOT STANDARD SPECIFICATIONS.
- INLET DESIGN NO. 1 REQUIRES ONE TYPE 'A' FRAME.
- INLET DESIGN NO. 2 REQUIRES TWO TYPE 'B' FRAMES AND 2 EA. 3/4" x 5" BOLTS WITH NUTS AND ONE S 4 x 7.7 x 3'-4" LONG SUPPORT BEAM. IF BUILT ON CURVED CURB, THE INLET REQUIRES 1 EA. 3/4" x 5" BOLT WITH NUT AND 1 EA. 3/4" x 6 1/2" BOLT WITH NUT AND ONE M 5 x 18.9 x 3'-4" LONG SUPPORT BEAM.
- INLET DESIGN NO. 3 REQUIRES THE SAME APPURTENANCES AS DESIGN NO. 2 WITH TWO OR MORE TYPE 'C' FRAMES LOCATED BETWEEN THE TWO TYPE 'B' FRAMES AND ONE ADDITIONAL SUPPORT BEAM AND A PAIR OF BOLTS WITH NUTS FOR EACH ADDED TYPE 'C' FRAME, PLUS ONE ADDITIONAL PAIR OF BOLTS AND SUPPORT BEAM.
- ALL LETTERING TO BE RECESSED 1/16" AND SHALL NOT EXCEED 1" IN HEIGHT. INFORMATION REQUIRED SHALL BE STATED IN THE SPECIFICATIONS. LOCATION OF LETTERING TO BE AS SHOWN WITH ADDITIONAL IDENTIFICATION LETTERING AT OTHER LOCATIONS ACCEPTABLE.
- FRAMES SHALL BE CAST STEEL, DUCTILE IRON, OR GRAY IRON CONFORMING TO SECTION 725 OF THE SPECIFICATIONS.
- INLET FRAMES AND GRATES INSTALLED DURING ORIGINAL CONSTRUCTION SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE OF THE ORIGINAL INLET.

NOTE: MACHINING (SYMBOL A) MAY BE ACCOMPLISHED BY MILLING OR BY LEVEL GRINDING.

BASIS OF PAYMENT

ITEM NO.	ITEM	UNIT
611 (I)	REPLACEMENT OF INLET FRAME AND GRATE (■)	EA
611 (J)	REPLACEMENT OF INLET FRAME (■)	EA

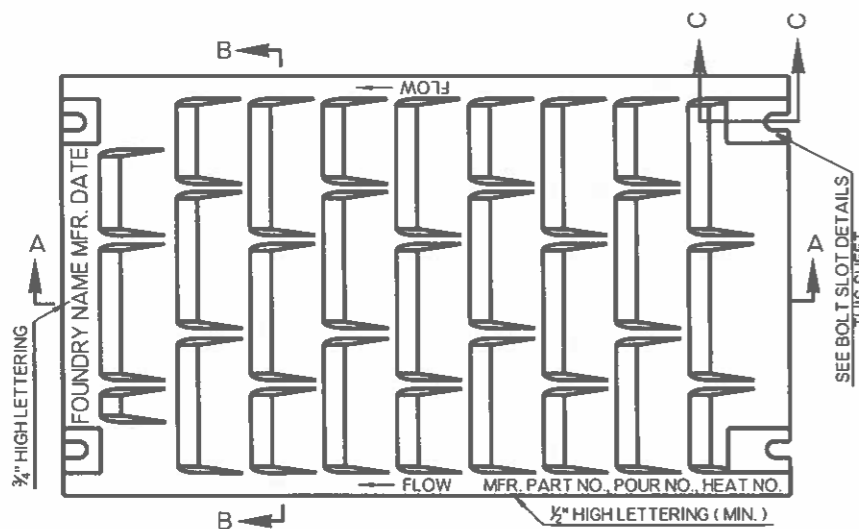
■ TYPE OF FRAME AND TYPE OF GRATE SHALL BE SPECIFIED.

TYPE A, B, OR C FRAMES AS SHOWN HERE WITH GRATES FROM STANDARD CIG-4 (TYPE VG-F OR RVG-F) COMPRISE THE PAY ITEM. SEE NOTE THIS SHEET FOR PAY UNIT.

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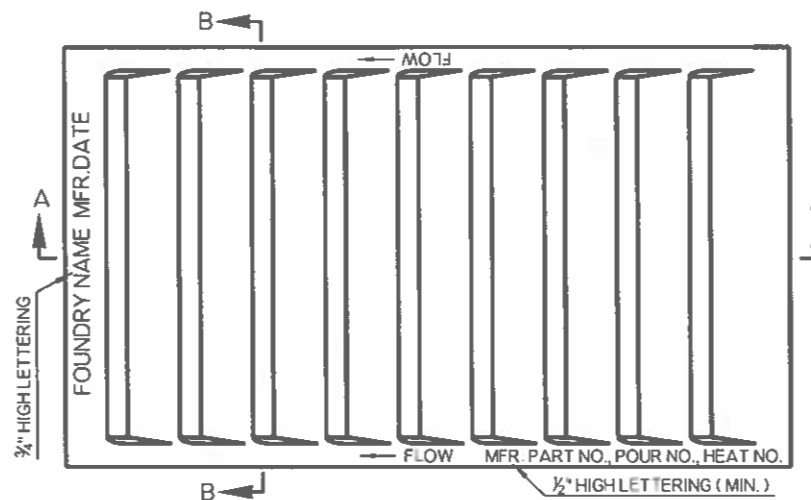
STORM SEWER INLET FRAMES (CURB INLETS)





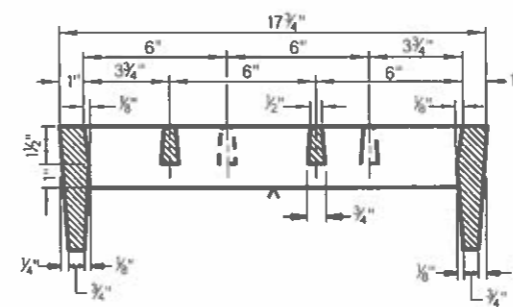
PLAN - RIBBED VANE GRATE
(SHOWN FOR TRENCH INSTALLATION)

TYPE RVG-F (FRAME INSTALLATION)
TYPE RVG-T (TRENCH INSTALLATION)

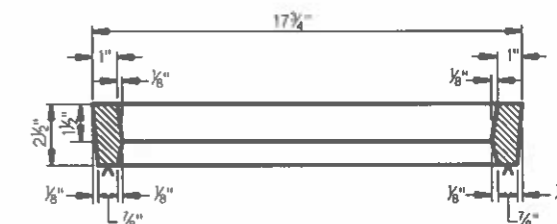


PLAN - VANE GRATE
(SHOWN FOR FRAME INSTALLATION)

TYPE VG-F (FRAME INSTALLATION)
TYPE VG-T (TRENCH INSTALLATION)



SECTION B - B (TRENCH INSTALLATION)

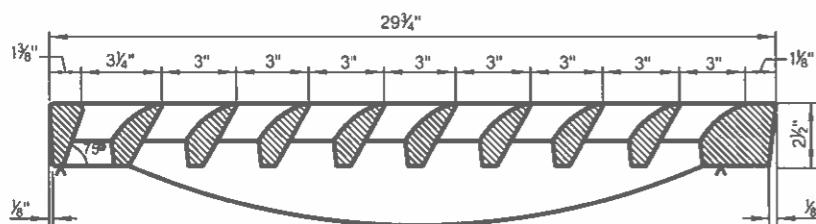


SECTION B - B (FRAME INSTALLATION)

GENERAL NOTES

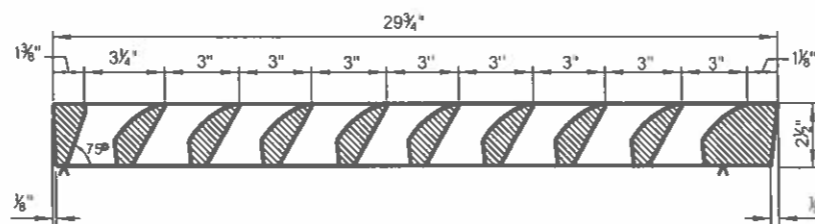
1. ALL CONSTRUCTION AND MATERIAL REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE 2019 ODOT STANDARD SPECIFICATIONS.
2. FRAME TYPE GRATES SHALL NOT TO BE USED IN TRENCH INSTALLATIONS
3. GRATES SHALL BE INSTALLED IN THE FRAME WITH FLOW ARROW POINTING DOWNSTREAM OR TOWARD THE LOW POINT IN A SUMP.
4. ALL LETTERING IS TO BE RECESSED 1/16". ALL INFORMATION REQUIRED SHALL BE SUFFICIENT FOR IDENTIFICATION, AS SHOWN.
5. GRATES SHALL BE CAST STEEL, DUCTILE IRON, OR GRAY IRON CONFORMING TO SECTION 725 OF THE SPECIFICATIONS.
6. ALL GRATES INSTALLED IN A TRENCH FRAME (STD. SSIF-5) SHALL HAVE A BOLTED HOLD-DOWN FEATURE. IF INSTALLED IN AN ANGLE IRON FRAME OR RESTING ON A CONCRETE SHOULDER, A POSITIVE HOLD-DOWN FEATURE, APPROVED BY THE ENGINEER, SHALL BE USED.
7. INLET FRAMES, GRATES AND COVER GRATES INSTALLED DURING ORIGINAL CONSTRUCTION SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE OF THE ORIGINAL INLET OR MANHOLE.

NOTE: MACHINING (SYMBOL ∇) MAY BE ACCOMPLISHED BY MILLING OR BY LEVEL GRINDING.

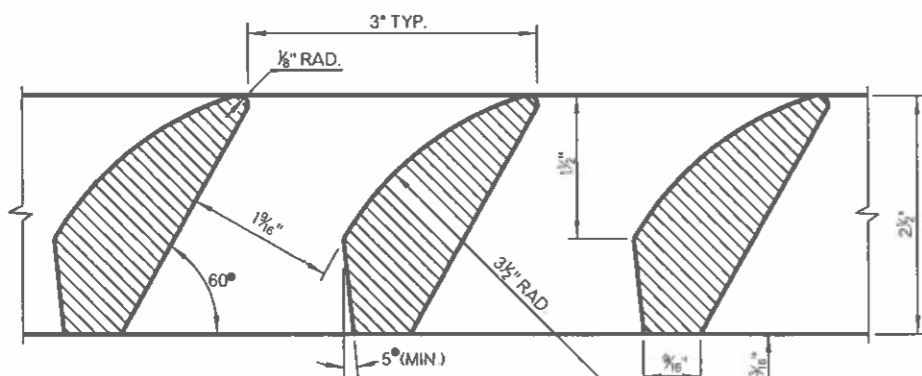


∇ MACHINING ONLY ON END BEARING AREAS

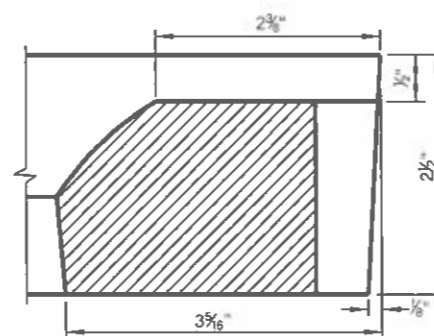
SECTION A - A (TRENCH INSTALLATION)



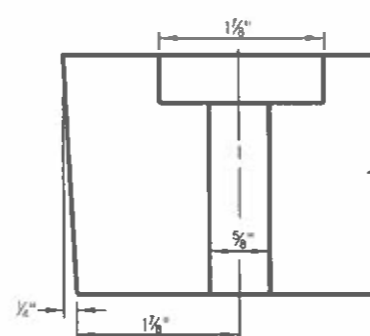
SECTION A - A (FRAME INSTALLATION)



TYPICAL SECTION THRU VANES



SECTION C - C



END VIEW

BASIS OF PAYMENT		
ITEM NO.	ITEM	UNIT
611 (I)	REPLACEMENT OF INLET FRAME AND GRATE	EA
611 (K)	REPLACEMENT OF INLET GRATE (TYPE ■)	EA

▼ ANY FRAME TYPE GRATE ON THIS DRAWING INSTALLED IN A PROPER FRAME, AS SHOWN ON ROADWAY STANDARD SSIF-5 (TYPES A, B AND C) WILL COMPRISE THE PAY ITEM.

■ CAST INLET GRATE NOMENCLATURE	
TYPE VG-F	VANE GRATE - FRAME TYPE
TYPE VG-T	VANE GRATE - TRENCH TYPE
TYPE RVG-F	RIBBED VANE GRATE - FRAME TYPE
TYPE RVG-T	RIBBED VANE GRATE - TRENCH TYPE

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ROADWAY DESIGN DIVISION STANDARD

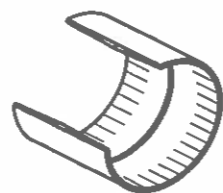


CAST IRON GRATES
(CURB INLETS)

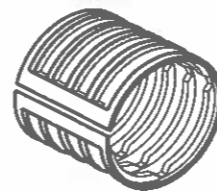
2019 SPECIFICATI

CIG-4

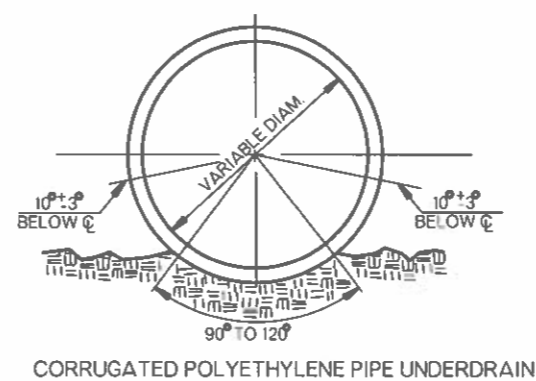
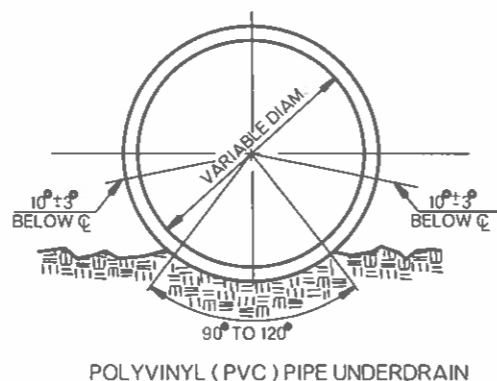
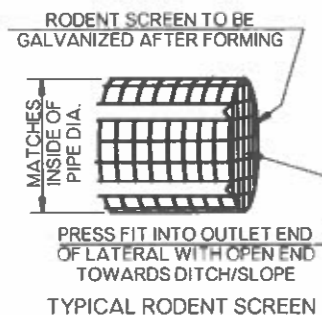
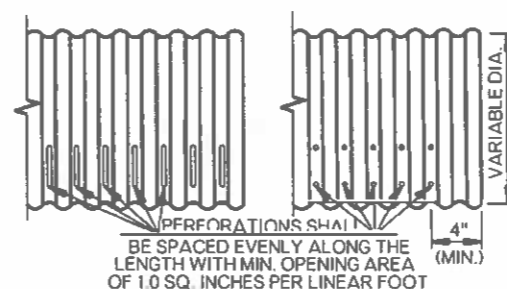
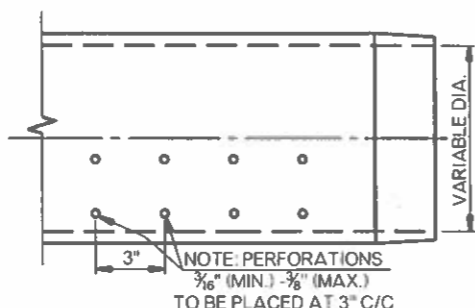
R



TYPICAL COUPLING FOR PVC PIPE UNDERDRAIN
1/4 SECTION REMOVED



TYPICAL CORRUGATED COUPLING
OR AN APPROVED EQUAL



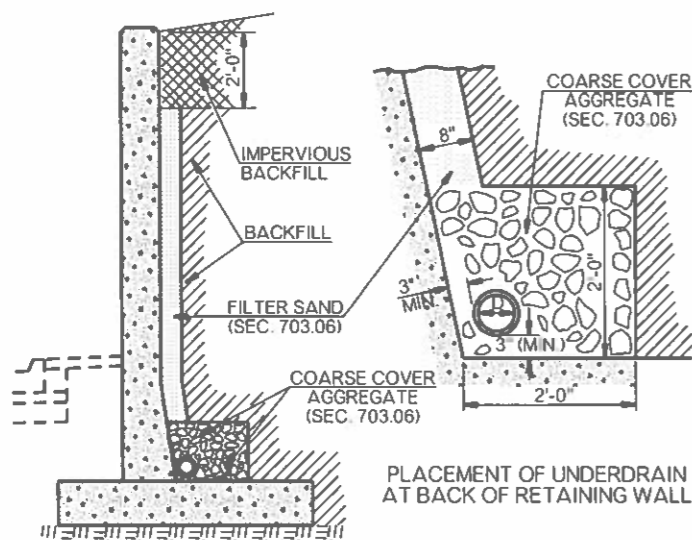
INSTALLATION TECHNIQUE: (12" DIAMETER OR SMALLER)

PERFORATED PIPE UNDERDRAIN, WHEN INSTALLED IN A TRENCH, SHALL BE BEDDED ON 4" OF COARSE COVER AGGREGATE. THE INSTALLED PIPE SHALL THEN BE CAREFULLY BACKFILLED WITH THE REMAINING COARSE COVER AGGREGATE TO 6" ABOVE THE TOP OF THE PIPE. FILTER SAND SHALL BE INSTALLED TO APPROXIMATELY 6" BELOW THE ORIGINAL NATURAL GROUND AS APPROVED BY THE ENGINEER. THE COARSE COVER AGGREGATE AND FILTER SAND SHALL BE PAID FOR AS PIPE UNDERDRAIN COVER MATERIAL AND SHALL CONFORM TO SEC. 703.06 OF THE SPECIFICATIONS.

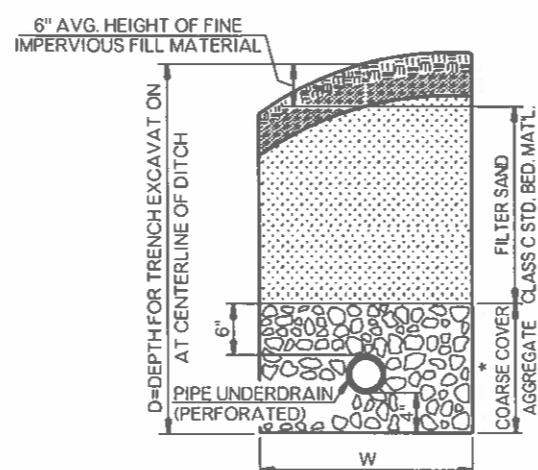
NON-PERFORATED PIPE UNDERDRAIN, WHEN INSTALLED IN A TRENCH, SHALL BE BEDDED IN A 4" LAYER CONSISTING OF COARSE AGGREGATE COVER MATERIAL OR A 50-50 MIX OF COARSE AGGREGATE COVER MATERIAL AND FILTER SAND. THIS LAYER OF COVER MATERIAL SHALL CONFORM TO SEC. 703.06, AND SHALL BE PAID FOR AS PIPE UNDERDRAIN COVER MATERIAL. THE REMAINING BACKFILL MAY BE NATIVE SOIL, REMOVED IN THE TRENCHING OPERATION, FILTER SAND OR BACKFILLED ACCORDING TO THE ENGINEER. COST TO BE INCLUDED IN OTHER ITEMS OF WORK. SEE GENERAL NOTE NUMBERS 5 & 6.

GENERAL NOTES

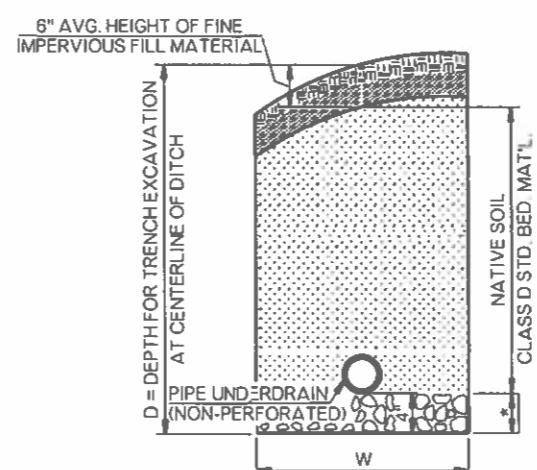
1. ALL CONSTRUCTION AND MATERIAL REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE 2019 ODOT STANDARD SPECIFICATIONS.
2. THE EXTENT, LOCATION AND DEPTH OF DRAINS MAY BE ADJUSTED BY THE ENGINEER TO SUIT CONDITIONS FOUND DURING CONSTRUCTION.
3. COST OF ALL FITTINGS TO BE INCLUDED IN THE PRICE BID PER LINEAR FOOT OF PIPE UNDERDRAIN.
4. FOR PIPE UNDERDRAIN OF UP TO 12" IN DIAMETER, W = 24" WITHOUT SHEETING AND SHORING. W = 36" WHEN SHEETING AND SHORING IS USED. SEE ROADWAY STANDARD SPI-5 FOR SHEETING & SHORING NOTES.
5. FOR PIPE UNDERDRAIN LARGER THAN 12" IN DIAMETER, SEE ROADWAY STANDARD SPI-5 FOR ADDITIONAL TRENCH EXCAVATION DETAILS.
6. NON-PERFORATED UNDERDRAIN PIPES, LARGER THAN 12", SHALL BE TREATED AS PIPE CONDUITS: I.E., PAY ITEMS SHALL CONSIST OF TRENCH EXCAVATION AND BEDDING MATERIAL. SEE STANDARD SPB 2.
7. MATERIALS SHOWN HERE ARE TYPICAL ONLY AND ARE NOT THE ONLY CHOICE FOR SUBSURFACE DRAINAGE PURPOSES.
8. OUTLET OPENING SHALL HAVE INSTALLED A REMOVABLE RODENT SCREEN HAVING A WIRE MESH DESIGN & 0.23" TO 0.50" (NOM.) SQUARE OPENINGS. SCREEN MATERIAL MAY BE STAINLESS STEEL OR GALVANIZED WITH WIRE THICKNESS OF BETWEEN 0.023" & 0.038". AFTER SHAPING AND FABRICATION RODENT SCREEN DESIGN SHALL BE APPROVED BY THE ENGINEER.
9. THE FINAL SECTION OF THE OUTLET LATERAL CONDUIT SHALL BE NON-PERFORATED, SCHEDULE 40 OR TYPE S HIGH DENSITY POLYETHYLENE AND A MINIMUM 20'-0" IN LENGTH, INCLUDING COUPLINGS.
10. FOR DETAILS OF OUTLET LATERAL HEADWALL, SEE ROADWAY STANDARD PED-4.



PLACEMENT OF UNDERDRAIN AT BACK OF RETAINING WALL



DETAIL TRENCH EXCAVATION PERFORATED PIPE UNDERDRAIN INSTALLATIONS
* PIPE UNDERDRAIN COVER MATERIAL



DETAIL TRENCH EXCAVATION NON-PERFORATED PIPE UNDERDRAIN INSTALLATIONS
* PIPE UNDERDRAIN COVER MATERIAL

BASIS OF PAYMENT		
ITEM NO.	ITEM	UNIT
613 (H)	■ PERFORATED PIPE UNDERDRAIN ROUND	LF
613 (I)	■ NON-PERFORATED PIPE UNDERDRAIN RND.	LF
613 (Q)	OUTLET LATERAL HEADWALL	EA
613 (T)	STANDARD BEDDING MATERIAL, CLASS C	CY
613 (U)	PIPE UNDERDRAIN COVER MATERIAL	CY
613 (V)	TRENCH EXCAVATION	CY

■ DIMENSION TO BE SPECIFIED IN INCHES

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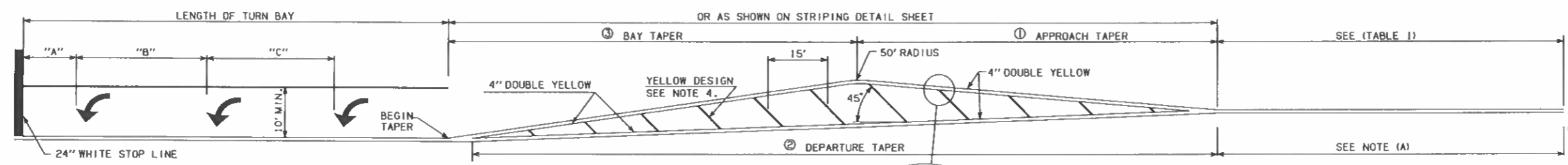
PIPE UNDERDRAIN INSTALLATION

2019 SPECIFICATI

PUD-4

R

DESCRIPTION	REVISIONS	DATE
ADDED GENERAL NOTE 4.		7/08/2011
UPDATED SYMBOLS		4/2/2013
CHANGE DASHED LINE DIMENSION		7/25/2019



LEFT TURN BAY AND STRIPED MEDIAN DETAIL
SEE PLANS FOR LENGTH OF LEFT TURN BAYS AND TAPERS ON STRIPED MEDIANS

- ① THE PREFERRED APPROACH TAPER RATE IS V:1, WHERE V IS THE DESIGN SPEED. FOR VS40 MPH, IT IS ACCEPTABLE FOR THE APPROACH TAPER TO BE (V²/60):1.
- ② THE PREFERRED DEPARTURE TAPER RATE IS V:1, WHERE V IS THE DESIGN SPEED. FOR VS40 MPH, IT IS ACCEPTABLE FOR THE DEPARTURE TAPER TO BE (V²/60):1.
- ③ SEE RECOMMENDED BAY TAPER RATES TABLE.

RECOMMENDED BAY TAPER RATES

DESIGN SPEED (MPH)	TAPER RATE
V < 30	8:1
30 ≤ V ≤ 50	10:1
50 > V	15:1

THE FOLLOWING MINIMUM VALUES MAY APPLY IN RESTRICTED LOCATIONS:
 1. **RIGHT-TURN LANES.** A 4:1 BAY TAPER MAY BE USED WHERE PAINTED CHANNELIZATION IS USED.
 2. **LEFT-TURN LANES.** IN SEVERELY RESTRICTED LOCATIONS, A 4:1 BAY TAPER MAY BE USED WHERE PAINTED CHANNELIZATION IS USED.

(A) NO PASS LINE ON APPROACH SIDE WITH SKIP CENTER LINE ON DEPARTURE SIDE UNLESS DOUBLE YELLOW CENTER LINE IS REQUIRED.

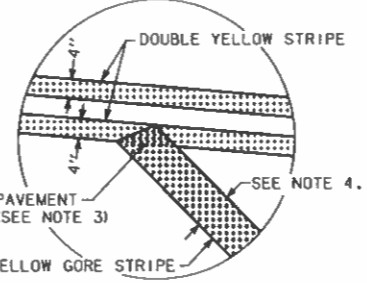


TABLE 1

POSTED SPEED	NO PASS LENGTH (MINIMUM)
60 MPH	790'
55 MPH	725'
50 MPH	660'
45 MPH	590'
40 MPH	360'
35 MPH	260'
30 MPH	200'
25 MPH	150'

- MATERIAL SPECIFICATIONS**
- A. UNLESS OTHERWISE SPECIFIED, RETROREFLECTIVE PAVEMENT MARKING SHALL BE APPLIED BY THE EXTRUSION METHOD.
 - B. THE THICKNESS OF THE PLASTIC PAVEMENT MARKING SHALL BE MEASURED FROM THE PLANE OF THE PAVEMENT SURFACE WITH A DEVICE SUPPLIED BY CONTRACTOR AND SUITABLE TO THE ENGINEER. THICKNESSES ARE AS FOLLOWS:

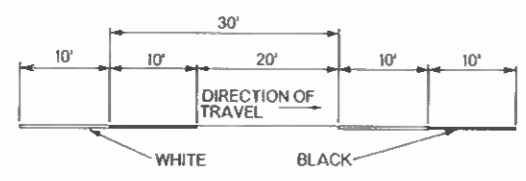
LANE LINES, STOP LINES, WORDS, ARROWS AND SYMBOLS.....0.120" MIN. & 0.188" MAX.
EDGE, GORE AND DIAGONAL LINES.... 0.090" MIN. & 0.188" MAX.
 - C. THE THICKNESS OF THE MULTI-POLYMER PAVEMENT MARKING SHALL BE MEASURED FROM THE PLANE OF THE PAVEMENT SURFACE WITH A DEVICE SUPPLIED BY CONTRACTOR AND SUITABLE TO THE ENGINEER. THICKNESSES ARE AS FOLLOWS:

LANE LINES, STOP LINES, WORDS, ARROWS, SYMBOLS, EDGE, GORE AND DIAGONAL LINES.... 0.020" MIN. & 0.025" MAX.

TURN BAY TABLE

LENGTH OF BAY FT.	"A" FT.	"B" FT.	"C" FT.
75 TO 99	20	35	--
100 TO 149	20	35	35
150 TO 200	30	55	55

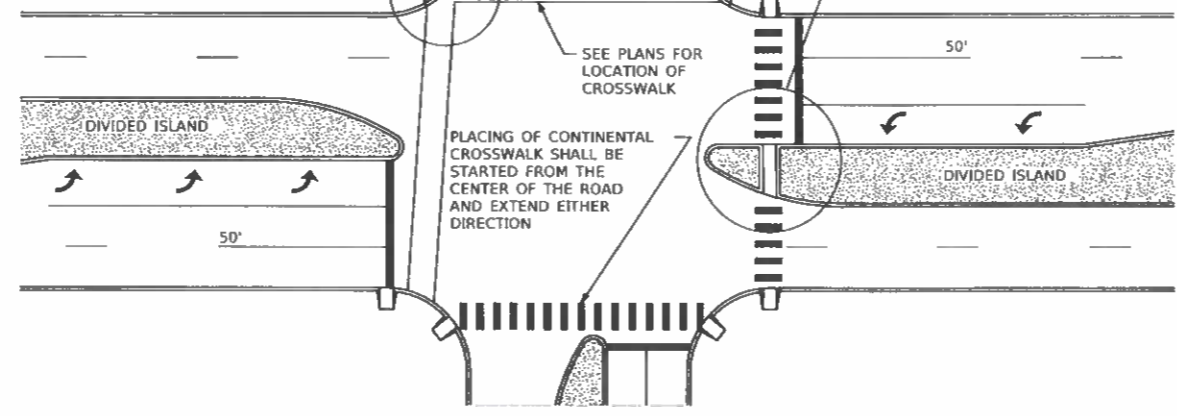
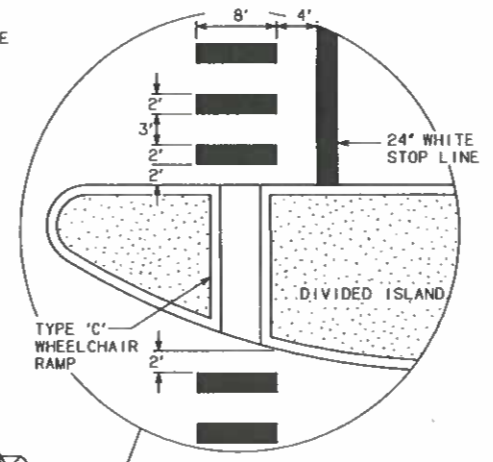
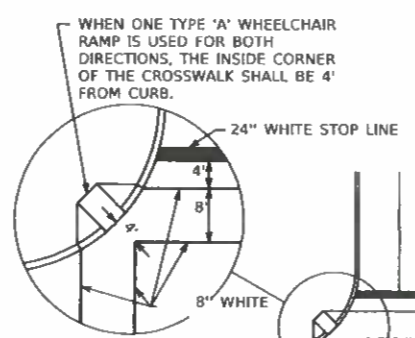
- GENERAL NOTES**
- 1. LANE WIDTH IS THE DISTANCE BETWEEN PAVEMENT MARKINGS, OR PAVEMENT MARKING AND EDGE OF PAVEMENT. LANE WIDTH IS MEASURED FROM CENTER OF STRIPE TO CENTER OF STRIPE.
 - 2. LANE LINES SHALL BE PLACED LEFT OF THE LONGITUDINAL PAVEMENT JOINTS.
 - 3. ALL PAVEMENT MARKING SHALL OVERLAP WHERE IT MEETS OTHER PAVEMENT MARKING.
 - 4. WIDTH OF DIAGONALS ARE AS FOLLOWS:
 ≥ 45 MPH - 12" WIDE
 < 45 MPH - 8" WIDE



DASHED WHITE LANE LINE
TYPICAL CONCRETE PAVEMENT MARKING DETAILS



DASHED WHITE LANE LINE
TYPICAL ASPHALT PAVEMENT MARKING DETAILS



CROSSWALK INSTALLATIONS

FOR SPACING OF ARROWS
SEE "TURN BAY TABLE"

BASIS OF PAYMENT

ITEM NO.	ITEM	UNIT
854(A)	TRAFFIC STRIPE (PAINT) (4" WIDE)	LF
854(B)	TRAFFIC STRIPE (PAINT) (ARROW, WORDS, OR SYMBOLS)	EA
855(A)	TRAFFIC STRIPE (PLASTIC) (4" WIDE)	LF
855(A)	TRAFFIC STRIPE (PLASTIC) (6" WIDE)	LF
855(A)	TRAFFIC STRIPE (PLASTIC) (8" WIDE)	LF
855(A)	TRAFFIC STRIPE (PLASTIC) (24" WIDE)	LF
855(B)	TRAFFIC STRIPE (PLASTIC) (ARROW)	EA
855(B)	TRAFFIC STRIPE (PLASTIC) (WORDS)	EA
856(A)	TRAFFIC STRIPE (MULTI-POLYMER) (4" WIDE)	LF
856(A)	TRAFFIC STRIPE (MULTI-POLYMER) (6" WIDE)	LF
856(A)	TRAFFIC STRIPE (MULTI-POLYMER) (8" WIDE)	LF
856(A)	TRAFFIC STRIPE (MULTI-POLYMER) (24" WIDE)	LF
856(B)	TRAFFIC STRIPE (MULTI-POLYMER) (SYMBOLS, WORDS, ETC)	EA

APPROVED BY TRAFFIC ENGINEER: *[Signature]* DATE: 7/11/19

DOT

TRAFFIC STANDARD
PAVEMENT MARKING
(CROSSWALKS AND LEFT TURN BAY)

ALL GENERAL NOTES SHOWN BELOW SHALL APPLY TO ALL OF THE STANDARD DRAWINGS IN TCS SERIES.

DESCRIPTION	REVISIONS	DATE
MODIFIED NOTES		3/15/2011

CONTRACTOR

ON CONSTRUCTION PROJECTS IT WILL BE THE CONTRACTORS RESPONSIBILITY TO INSTALL THE NECESSARY TRAFFIC CONTROL BEFORE CONSTRUCTION BEGINS.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL DEVICES TO ASSURE A HIGH DEGREE OF BOTH DAY AND NIGHT VISIBILITY, WHICH WILL INCLUDE ANY WASHING, REPLACEMENT AND/OR REPOSITIONING WHERE DEEMED NECESSARY BY THE ENGINEER.

THE CONTRACTOR SHALL REPAIR OR REPLACE ANY NEW OR EXISTING PERMANENT STATE OWNED SIGNS WHICH ARE DAMAGED DUE TO HIS NEGLIGENCE OR CARELESS HANDLING DURING THE CONSTRUCTION OF THIS PROJECT. THIS SHALL BE DONE AT THE CONTRACTORS EXPENSE.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING TEMPORARY TRAFFIC CONTROL WORK ZONE AND EXISTING PAVEMENT MARKINGS ON ALL ROADWAYS OPEN TO TRAFFIC WITHIN THE PROJECT. SUFFICIENT QUANTITIES HAVE BEEN PROVIDED FOR MAINTAINING PAVEMENT MARKINGS FOR PRESCRIBED DETOUR ROUTES WHEN DEEMED NECESSARY BY THE ENGINEER.

SIGN MATERIALS

ALL SIGN BLANK MATERIALS SHALL BE THE OPTION OF THE CONTRACTOR BUT SHALL BE OF SUCH MATERIAL THAT WILL RETAIN A SATISFACTORY APPEARANCE THROUGHOUT THE LIFE OF THE PROJECT.

ALL SIGNS, LIGHTS, FLAGS, ETC. SHALL CONFORM IN SIZE, SHAPE, COLOR, LEGENDS AND APPLICATIONS TO THE STANDARDS SET FORTH IN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND/OR OKLAHOMA STATE STANDARD DRAWINGS FOR SIGNS. STANDARD DRAWINGS ARE AVAILABLE FROM THE DEPARTMENT OF TRANSPORTATION. INTERPRETATIONS THAT MAY BE NECESSARY SHALL BE REFERRED TO THE ENGINEER.

SIGN SHEETING

REFLECTORIZING OF TRAFFIC CONTROL DEVICES SHALL BE BY MEANS OF WIDE ANGLE, FLAT TOP REFLECTIVE SHEETING MEETING THE REQUIREMENTS OF 2009, OKLAHOMA STANDARD SPECIFICATIONS.

SIGN INSTALLATION

ALL SIGNS SHALL BE SECURELY PLACED OR WEIGHTED TO PREVENT BLOWING OVER. ROCKS, BROKEN CONCRETE OR OTHER SUCH OBJECTS SHALL NOT BE CONSIDERED AN ACCEPTABLE SUBSTITUTE FOR SAND BAGS WHEN USED TO OBTAIN ADDED STABILITY FOR MOVABLE SIGNS AND BARRICADES.

SPACING OF SIGNING, ON THE PLANS OR TCS STANDARDS, SHOULD BE NO LESS THAN THE DISTANCES SHOWN. THE DISTANCE BETWEEN SIGNS SHOULD BE INCREASED ON HIGH SPEED OR MORE HEAVILY TRAVELED HIGHWAYS, OR WHERE SIGHT DISTANCE IS RESTRICTED.

IN ALL CONSTRUCTION ZONES, THE 48 INCH X 48 INCH WARNING SIGNS SHALL HAVE ATTACHED THERETO FLORESCENT FLAGS AND TYPE "A" WARNING LIGHTS. THIS SHALL ALSO APPLY WHEN SIGNS ARE USED ON BOTH SIDES OF THE ROADWAY. ADDITIONAL FLASHING LIGHTS MAY BE REQUIRED WHEN SO DESIRED BY THE ENGINEER.

ALL DIAMOND SHAPED CONSTRUCTION WARNING SIGNS ON EXPRESSWAYS OR FREEWAYS SHALL BE 48 INCH X 48 INCH, WITH THE APPROPRIATE ADVISORY SIGN WHERE REQUIRED UNLESS OTHERWISE NOTED IN THE PLANS.

DUE TO THE TEMPORARY NATURE OF CONSTRUCTION, SIGNS WHICH ARE 33 S.F. AND OVER WILL HAVE NO REINFORCING STEEL IN THEIR FOOTINGS.

ALL SIGNS AND SIGN ASSEMBLIES WITH A TOTAL SURFACE AREA OF 10 S.F. OR MORE SHALL BE INSTALLED ON TWO (2) POSTS. THE EXCEPTION BEING SINGLE ROUTE MARKER ASSEMBLIES.

SIGNS MOUNTED ON BARRICADES SHALL BE MOUNTED AS HIGH AS NECESSARY TO BE VISIBLE.

BARRICADES

ONE (1) WING BARRICADE SHALL BE SET ON EACH SIDE OF THE ROADWAY IN ADVANCE OF THE FIRST ADVANCE WARNING SIGN. THE EXCEPTIONS ARE MINOR CROSS STREETS AND SECTION LINE ROADS WHICH INTERSECT THE WORK AREA.

WING BARRICADES SHALL BE INSTALLED ON TWO (2) BREAKAWAY POSTS.

WORK DURATION

THE FIVE CATEGORIES OF WORK DURATION AND THEIR TIME AT A LOCATION SHALL BE:
A) LONG-TERM STATIONARY IS WORK THAT OCCUPIES A LOCATION MORE THAN 3 DAYS.
B) INTERMEDIATE-TERM STATIONARY IS WORK THAT OCCUPIES A LOCATION MORE THAN ONE DAYLIGHT PERIOD UP TO 3 DAYS, OR NIGHTTIME WORKLASTING MORE THAN 1 HOUR.
C) SHORT-TERM STATIONARY IS DAYTIME WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.
D) SHORT DURATION IS WORK THAT OCCUPIES A LOCATION UP TO 1 HOUR.
E) MOBILE IS WORK THAT MOVES INTERMITTENTLY OR CONTINUOUSLY.

LIGHTING

TYPE "A" WARNING LIGHTS SHALL BE USED ON BARRICADES (AS REQUIRED) AND WARNING SIGNS.

TYPE "C" WARNING LIGHTS MAY BE USED ON VERTICAL PANELS (OPTIONAL).

CONSTRUCTION NOTES

SHOULD THE REQUIRED WORK ON ANY PROJECT, INCLUDING ANY TRAFFIC CONTROL OVERLAP OR OTHERWISE INTERFERE WITH THE ON-GOING WORK OR TRAFFIC CONTROL OF ANOTHER PROJECT, IT SHALL BE THE RESPONSIBILITY OF THE RESPECTIVE CONTRACTORS TO COORDINATE THEIR WORK ACTIVITIES TO FACILITATE THE SAFE MOVEMENT OF TRAFFIC THROUGHOUT OR AROUND THEIR COLLECTIVE WORK AREAS. ANY SUCH RECOMMENDED CHANGES SHALL BE SUBMITTED IN WRITING TO EACH PROJECT RESIDENT ENGINEER FOR REVIEW AND APPROVAL.

ALL TRAFFIC CONTROL DEVICES NOT REQUIRED FOR THE SAFE CONDUCT OF TRAFFIC THROUGH THE TEMPORARY TRAFFIC CONTROL ZONE SHALL BE PROMPTLY REMOVED, COMPLETELY COVERED, TURNED AWAY FROM TRAFFIC OR OTHERWISE TAKEN OUT OF SERVICE. DEVICES SHALL NOT BE STORED ALONG THE ROADWAY, WITHIN 15 FEET (15') OF AN OPEN DRIVING LANE, EITHER BEFORE OR AFTER THEY ARE TO BE USED UNLESS PROTECTED BY GUARDRAIL, BRIDGE RAIL, AND/OR BARRIERS INSTALLED FOR OTHER PURPOSES. THESE DEVICES SHALL BE REMOVED FROM THE TEMPORARY TRAFFIC CONTROL ZONE WHEN THE ENGINEER DETERMINES THEY ARE NO LONGER NEEDED. WHERE THERE IS INSUFFICIENT RIGHT-OF-WAY TO PROVIDE FOR THIS 15 FEET (15') SETBACK, THE CONTRACTOR SHALL DETERMINE ALTERNATE LOCATIONS AND REQUEST THE ENGINEERS APPROVAL TO USE THEM.

TRAFFIC CONTROL DEVICES, WARNING DEVICES, AND BARRIERS SHALL BE KEPT IN CORRECT POSITION, PROPERLY DIRECTED, CLEARLY VISIBLE AND CLEAN AT ALL TIMES. DAMAGED, DEFACED OR DIRTY DEVICES OR BARRICADES SHALL IMMEDIATELY BE REPAIRED, REPLACED OR CLEANED BY THE CONTRACTOR AND APPROVED FOR USE BY THE ENGINEER.

NO EQUIPMENT OR VEHICLES BELONGING TO THE CONTRACTOR, HIS SUB-CONTRACTORS OR EMPLOYEES SHALL BE PARKED OR STOPPED WITHIN 30 FEET (30') OF A LANE CARRYING TRAFFIC, AT ANY TIME, UNLESS REQUIRED BY ONGOING WORK OPERATIONS.

ALL DETOURS AND DIVERSIONS SHOULD BE IN PLACE, WITH SIGNING, STRIPING AND CHANNELIZING DEVICES, AS SHOWN IN THE PLANS OR STANDARD DRAWINGS, BEFORE THEY ARE OPENED TO TRAFFIC.

WHEN IT BECOMES NECESSARY TO CLOSE THE ROAD TO THROUGH TRAFFIC, NO LESS THAN SEVEN DAYS PRIOR TO THE CLOSURE, THE CONTRACTOR SHALL NOTIFY THE FOLLOWING INDIVIDUALS OR AGENCIES DESCRIBING THE AFFECTED ROAD AND THE APPROXIMATE DURATION OF THE CLOSURE. THOSE TO BE NOTIFIED INCLUDE BUT ARE NOT LIMITED TO: 1) LOCAL LAW ENFORCEMENT OFFICIALS, 2) LOCAL FIRE OFFICIALS, 3) AMBULANCE SERVICES, 4) LOCAL SCHOOL SUPERINTENDENT, 5) UNITED STATES POSTAL SERVICE, AND 6) CITY OR COUNTY ROAD SUPERINTENDENT.

ALL TEMPORARY TRAFFIC CONTROL DEVICES, AND THEIR CONDITIONS THROUGHOUT THE LIFE OF THE CONSTRUCTION PROJECT, SHALL MEET O.D.O.T.'S LATEST "QUALITY STANDARDS FOR TEMPORARY TRAFFIC CONTROL DEVICES". THE O.D.O.T. RESIDENT ENGINEER WILL MAKE FINAL DECISION OF ALL TEMPORARY TRAFFIC CONTROL DEVICES BASED ON THE O.D.O.T. GUIDELINES.

NO GENDER BIAS SIGNS ARE ALLOWED.

ARROW DISPLAY

USE OF AN ARROW DISPLAY, IN THE ARROW OR CHEVRON MODE, SHALL BE LIMITED TO STATIONARY OR MOVING LANE CLOSURES.

AN ARROW DISPLAY, IN THE CAUTION MODE, SHALL BE USED ONLY FOR SHOULDER WORK, BLOCKING THE SHOULDER, ROADSIDE WORK NEAR THE SHOULDER, OR FOR MOBILE OPERATIONS (I.E. STRIPING).

AN ARROW DISPLAY IN THE ARROW OR CHEVRON MODE, SHALL NOT BE USED ON A TWO-LANE, TWO-WAY ROADWAY FOR TEMPORARY ONE-LANE OPERATION.

AN ARROW DISPLAY SHALL NOT BE USED ON A MULTI-LANE ROADWAY TO LATERALLY SHIFT TRAFFIC.

CHANNELIZING DEVICES

IN THOSE AREAS WHERE DRIVERS ARE ASKED TO MAKE A DECISION OR MUST BE GUIDED THROUGH A PRECISE MOVEMENT, BY USE OF CHANNELIZING DEVICES, IT IS ESPECIALLY IMPORTANT TO PROVIDE A CLEARLY DEFINED PATH. EXAMPLES OF THIS COULD BE IN DELINEATING A TEMPORARY GORE OR TURNING RADIUS. IN SUCH AREAS THE SPACING OF CHANNELIZING DEVICES MAY BE REDUCED TO 10 FEET FOR SPEEDS OF 40 M.P.H. OR LESS, AND 20 FEET FOR SPEEDS GREATER THAN 40 M.P.H.

WHEN CHANNELIZING DEVICES ARE USED TO DIRECT TRAFFIC ACROSS EXISTING LANE LINES OR EDGE LINES, THE SPACING BETWEEN CHANNELIZING DEVICES SHALL BE REDUCED 50%. SPACING SHOULD ALSO BE REDUCED WHEN CHANNELIZING DEVICES ARE PLACED ON CURVES, HILLS, OR NEXT TO POTENTIAL HAZARDS.

ALL TRAFFIC CONTROL CHANNELIZING DEVICES SHALL MEET MUTCD COLOR REQUIREMENTS.

FLAGGERS

FLAGGERS MUST BE CLEARLY VISIBLE TO APPROACHING TRAFFIC FOR A DISTANCE SUFFICIENT TO PERMIT PROPER RESPONSE BY MOTORISTS TO THE FLAGGING INSTRUCTIONS, AND TO PERMIT TRAFFIC TO REDUCE SPEED OR STOP BEFORE ENTERING THE TEMPORARY TRAFFIC CONTROL ZONE. FLAGGERS SHALL BE POSITIONED TO MAINTAIN MAXIMUM COLOR CONTRAST BETWEEN THE FLAGGER'S REFLECTIVE CLOTHING AND EQUIPMENT AND THE WORK AREA BACKGROUND.

DURING HOURS OF DARKNESS, FLAGGER STATIONS SHALL BE ILLUMINATED SUCH THAT THE FLAGGER WILL BE CLEARLY VISIBLE TO APPROACHING TRAFFIC. LIGHTS TO BE USED FOR ILLUMINATING THE STATION SHALL BE APPROVED BY THE ENGINEER. REFLECTORIZED PADDLES AND REFLECTORIZED VESTS, SHIRTS OR JACKETS SHALL BE USED FOR NIGHTTIME FLAGGING.

UNLESS OTHERWISE SPECIFIED IN THE PLANS, THE COST OF FLAGGING OPERATIONS SHALL BE INCLUDED IN OTHER ITEMS OF WORK.

MINIMUM STANDARDS FOR TRAFFIC CONTROL DEVICES

- (1) WARNING LIGHTS (TYPE A FLASHERS AND TYPE C STEADY BURN)
 - (A) NOT LESS THAN NINETY (90) PERCENT OF THE TOTAL NUMBER OF LIGHTS BEING USED AT ANY ONE TIME SHALL BE FULLY OPERATIONAL.
 - (B) NOT MORE THAN THREE (3) LIGHTS ADJACENT TO ONE ANOTHER SHALL BE FAILING.
- (2) ARROW DISPLAY
 - (A) WHEN IN ARROW MODE, NO MORE THAN TWO (2) LAMPS IN THE STEM AND ZERO (0) LAMPS IN THE HEAD SHALL BE FAILING. THE DIMMING FUNCTION SHALL BE OPERATING PROPERLY.
 - (B) WHEN IN CAUTION MODE (CORNERS), A MINIMUM OF FOUR (4) LAMPS SHALL BE OPERATIONAL. THE DIMMING FUNCTION SHALL BE OPERATING PROPERLY.
 - (C) ANY LAMP WHICH IS LIGHTED BUT IMPROPERLY ALIGNED SHALL NOT BE CONSIDERED OPERATIONAL.
- (3) CHANGEABLE MESSAGE SIGNS
 - (A) NOT LESS THAN NINETY (90) PERCENT OF THE PIXELS SHALL BE FUNCTIONAL IN EACH CHARACTER MODULE.
 - (B) NO SANDBAG BALLASTING OVER 3 FEET IN HEIGHT.
- (4) PAVEMENT MARKING TAPE
 - (A) NOT MORE THAN TEN (10) PERCENT OF ALL TAPE, PAINT, MESSAGE OR SYMBOL SHALL BE MISSING.
 - (B) NOT MORE THAN TWO (2) CONSECUTIVE DASHED LINES SHALL BE MISSING.
 - (C) NOT MORE THAN FIFTY (50) CONTINUOUS FEET OF A SOLID LINE SHALL BE MISSING.
- (5) CONSTRUCTION ZONE PAVEMENT MARKERS
 - (A) NOT MORE THAN TEN (10) PERCENT OF THE TOTAL NUMBER OF MARKERS SHALL BE MISSING.
 - (B) NOT MORE THAN THREE (3) CONSECUTIVE MARKERS SHALL BE MISSING.

STRIPING

WHENEVER THE WORK CAUSES THE OBLITERATION OF PAVEMENT MARKINGS, EITHER TEMPORARY OR PERMANENT MARKINGS SHALL BE IN PLACE PRIOR TO OPENING THE ROADWAY TO TRAFFIC. CENTERLINE PAVEMENT MARKINGS SHALL BE PROVIDED AT ALL TIMES FOR ROADWAYS OPEN TO TRAFFIC.

THE APPLICATION SURFACES FOR PAVEMENT MARKINGS SHALL BE FREE OF DUST, DIRT, MOISTURE OR OTHER FOREIGN MATTER WHICH WOULD INTERFERE WITH ADHESION. INSTALLATION OF ALL PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH THE MANUFACTURERS RECOMMENDATIONS.

ALL TEMPORARY PAVEMENT MARKINGS SHALL BE REMOVED IMMEDIATELY AHEAD OF THE PERMANENT STRIPING OPERATIONS OR RE-STRIPING FOR FOLLOWING CONSTRUCTION PHASES.

WHEN REMOVABLE PAVEMENT MARKINGS TAPE IS TO BE INSTALLED ON NEW CONCRETE PAVEMENT, THE CURING COMPOUND SHALL BE REMOVED PRIOR TO INSTALLATION.

IF REMOVABLE PAVEMENT MARKING TAPE IS INSTALLED IN ACCORDANCE WITH THE MANUFACTURERS SPECIFICATIONS AND FAILS DURING THE FIRST SIX MONTHS OF SERVICE, IT SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE. REPLACEMENT SHALL BE ACCOMPLISHED IN A TIMELY MANNER UPON BEING NOTIFIED, BY THE ENGINEER, OF SUCH FAILURE.

PILOT CAR

WHEN LANE CLOSURES ARE REQUIRED ON TWO-LANE / TWO-WAY ROADWAYS, THE CONTRACTOR MAY, AT HIS OPTION, UTILIZE A PILOT CAR. IF THE CONTRACTOR ELECTS TO USE A PILOT CAR, CHANNELIZING DEVICES ALONG THE CENTERLINE WILL NOT BE REQUIRED. THE PILOT CAR OPERATOR SHALL BE IN RADIO CONTACT WITH PERSONNEL IN THE TEMPORARY TRAFFIC CONTROL ZONE. MAXIMUM SPEED OF THE PILOT CAR THROUGH THE WORK AREA SHALL BE 25 M.P.H. FULL COMPENSATION FOR FURNISHING AND OPERATING THE PILOT CAR, (INCLUDING DRIVER, RADIOS, AND ANY OTHER EQUIPMENT OR LABOR REQUIRED) SHALL BE CONSIDERED AS INCLUDED IN THE COST OF OTHER ITEMS OF WORK.

MISCELLANEOUS

TRAFFIC CONDITIONS MAY NECESSITATE CHANGES IN THE USE AND/OR QUANTITIES OF THE TRAFFIC CONTROL DEVICES AS SHOWN IN THE PLANS OR IN THE STANDARDS. ANY SUCH CHANGES ARE SUBJECT TO APPROVAL BY THE ENGINEER.

ALL CHANNELIZING DEVICES PROVIDED ON THIS PROJECT SHALL BE IN GOOD CONDITION AND SHALL BE APPROVED FOR USE ON THIS PROJECT BY THE ENGINEER.

THE REGULATORY SPEED LIMITS THROUGH THE WORK ZONE MAY BE ADJUSTED AT THE DISCRETION OF THE ENGINEER WITH THE DOCUMENTED APPROVAL OF THE DIVISION ENGINEER IN ACCORDANCE WITH TITLE 47 OF THE OKLAHOMA MOTOR VEHICLE LAWS.

THE TERMINATION AREA EXTENDS FROM THE DOWNSTREAM END OF THE WORK AREA TO THE TEMPORARY TRAFFIC CONTROL DEVICE SUCH AS "END ROAD WORK" SIGNS, IF POSTED. A SPEED SIGN, OR OTHER SIGNS MAY BE USED TO INFORM ROAD USERS THAT THEY CAN RESUME NORMAL OPERATIONS.

THE CONSTRUCTION SIGNING AND BARRICADE CONTRACTOR SHOULD AFFIX THEIR COMPANY NAME AND/OR LOGO INCONSPICUOUSLY ON EACH TRAFFIC CONTROL DEVICE.



APPROVED BY: *[Signature]* DATE: 3/21/11
TRAFFIC ENGINEER

TRAFFIC STANDARD
TRAFFIC CONTROL STANDARD
TRAFFIC CONTROL CONSTRUCTION NOTES

2009 SPECIFICATIONS

TCS1-1 01
T-501

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TAPER LENGTH CRITERIA FOR WORK ZONES

SPEED LIMIT M.P.H.	L FORMULA	TAPER LENGTH (MINIMUM) (FT)			NUMBER OF CHANNELIZING DEVICES REQUIRED (MINIMUM)			SPACING CHANNELIZING DEVICES (MAXIMUM)		MAXIMUM HORIZONTAL ALIGNMENT THRU DETOUR (DEGREE) (S=0)	SPEED LIMIT M.P.H.
		10' OFFSET	11' OFFSET	12' OFFSET	10' OFFSET	11' OFFSET	12' OFFSET	① THRU TAPER SECTION (FT.)	② THRU TANGENT SECTION (FT.)		
20	$L = \frac{W \times S^2}{60}$	70	75	80	5	5	5	20	40	—	20
25		105	115	125	6	6	6	25	50	—	25
30		150	165	180	6	7	7	30	60	15	30
35		205	225	245	7	8	8	35	70	11	35
40	$L = W \times S$	265	295	320	8	9	9	40	80	8	40
45		450	495	540	11	12	13	45	90	6	45
50		500	550	600	11	12	13	50	100	5	50
55		550	605	660	12	14	15	50	100	4	55
60		600	660	720	13	15	16	50	100	3	60
65		650	715	780	14	16	17	50	100	2.5	65
70		700	770	840	15	17	18	50	100	2	70
75		750	825	900	16	18	19	50	100	1.8	75

NOTES:

① RECOMMENDED SIGNING TO BE USED THRU LANE TAPER IS (1) CW1-8 ON EVERY OTHER DRUM.

② RECOMMENDED SIGNING TO BE USED THRU TANGENT LANES IS (1) R4-7A/R OR (1) R4-7A/L (AS APPLIES) ON EVERY OTHER DRUM.

L = TAPER LENGTH IN FEET
W = WIDTH OF OFFSET IN FEET
S = POSTED SPEED OR OFF-PEAK 85 PERCENTILE SPEED IN MPH

TYPE OF TAPER

UPSTREAM TAPERS
MERGING TAPER
SHIFTING TAPER
SHOULDER TAPER
TWO-WAY TRAFFIC TAPER

TAPER LENGTH

L MINIMUM
1/2 L MINIMUM
1/3 L MINIMUM
100 FEET MAXIMUM

DOWNSTREAM TAPERS
(USE IS OPTIONAL)

100 FEET PER LANE

FLARE RATES FOR CONCRETE MEDIAN BARRIER IN TEMPORARY TRAFFIC CONTROL ZONES

SPEED *	FLARE RATE (MINIMUM)
40 M.P.H.	9 TO 1
45 M.P.H.	10 TO 1
50 M.P.H.	11 TO 1
55 M.P.H.	12 TO 1
60 M.P.H.	13 TO 1
65 M.P.H.	14 TO 1
70 M.P.H.	15 TO 1
75 M.P.H.	16 TO 1

* POSTED SPEED LIMIT PRIOR TO CONSTRUCTION

PAVEMENT MARKINGS THROUGH TEMPORARY TRAFFIC CONTROL ZONE

	DRIVING SURFACE	FLEX TAB MARKERS	TAPE (REMOVABLE)	TAPE (NON-REMOVABLE)	PAINT	CONSTRUCTION ZONE PAVEMENT MARKERS
ASPHALT	EXISTING PAVEMENT TO BE REMOVED OR OVERLAYED IN THE NEXT PHASE	X	X	X	X	X
	EXISTING PAVEMENT TO BE LEFT IN PLACE THRU THE NEXT PHASE	X	X			X
	INTERMEDIATE LIFT	X	X	X	X	X
	MILLED SURFACE	X	X	X	X	X
CONCRETE	EXISTING PAVEMENT TO BE REMOVED OR OVERLAYED IN THE NEXT PHASE	X	X	X	X	X
	EXISTING PAVEMENT TO BE LEFT IN PLACE THRU THE NEXT PHASE	X	X			X
	FINAL LIFT	X	X			
	FINAL SURFACE	X	X		X	X

NOTE: USE OF NON-REMOVABLE TAPE (FOILBACK) SHALL BE LIMITED TO THOSE CONDITIONS SHOWN IN THE TABLE.

RECOMMENDED CLEAR ZONE DISTANCE (FT) (CONSTRUCTION WORK ZONES)

DESIGN SPEED	DESIGN ADT	FILL SLOPES			CUT SLOPES		
		6:1 OR FLATTER	5:1 OR 4:1	3:1	3:1	4:1 OR 5:1	6:1 OR FLATTER
40 MPH OR LESS	UNDER 750	4	4	SEE NOTE 3	4	4	4
	750-1500	5	6		5	5	5
	1500-6000	6	7		6	6	6
	OVER 6000	7	8		7	7	7
45-50 MPH	UNDER 750	5	6	SEE NOTE 3	4	4	5
	750-1500	7	8		5	6	7
	1500-6000	8	10		6	7	8
	OVER 6000	10	12		7	9	10
55 MPH	UNDER 750	6	7	SEE NOTE 3	4	5	5
	750-1500	8	10		5	7	8
	1500-6000	10	12		7	8	10
	OVER 6000	11	13		8	10	11
60 MPH	UNDER 750	8	10	SEE NOTE 3	5	6	7
	750-1500	10	13		6	8	10
	1500-6000	13	16 *		7	9	12
	OVER 6000	15	18 *		10	12	13
65-70 MPH	UNDER 750	9	10	SEE NOTE 3	5	7	7
	750-1500	12	14		6	9	10
	1500-6000	14	17 *		8	11	13
	OVER 6000	15	19 *		11	13	14

NOTES:

THE CLEAR ZONE MAY BE LIMITED TO 15 FEET FOR PRACTICALITY AND TO PROVIDE A CONSISTENT ROADWAY TEMPLATE.

(1) ALL DISTANCES ARE MEASURED FROM EDGE OF THE TRAVEL LANE.

(2) FOR CLEAR ZONES, THE "DESIGN ADT" WILL BE THE TOTAL ADT ON TWO-WAY ROADWAYS AND DIRECTIONAL ADT ON ONE-WAY ROADWAYS (E.G., RAMPS AND ONE ROADWAY OF A DIVIDED HIGHWAY).

(3) FILL SLOPES WHICH ARE 3:1 OR STEEPER ARE CRITICAL AND MAY REQUIRE A BARRIER. THEREFORE THERE IS NOT A CLEAR ZONE APPLICATION.

STOPPING SIGHT DISTANCE AS A FUNCTION OF SPEED

SPEED * (MPH)	LENGTH (FEET)
20 M.P.H.	115
25 M.P.H.	155
30 M.P.H.	200
35 M.P.H.	250
40 M.P.H.	305
45 M.P.H.	360
50 M.P.H.	425
55 M.P.H.	495
60 M.P.H.	570
65 M.P.H.	645
70 M.P.H.	730
75 M.P.H.	820

* POSTED SPEED, OFF-PEAK 85th PERCENTILE SPEED PRIOR TO WORK STARTING, OR THE ANTICIPATED OPERATING SPEED.

RECOMMENDED DISTANCE BETWEEN SIGNS (MIN.)

ROAD TYPE	A (FT)	B (FT)	C (FT)
URBAN (LOW SPEED)	100	100	100
URBAN (HIGH SPEED)	350	350	350
RURAL	500	500	500
EXPRESSWAY /FREEWAY	1,000	1,500	2,640

CROSSOVER CRITERIA FOR WORK ZONES

WIDTH OF MEDIAN (W) (FT)	LATERAL SHIFT (P) (FT)	LENGTH OF CROSSOVER - LC * (FT)										
		V.										
		30 M.P.H.	35 M.P.H.	40 M.P.H.	45 M.P.H.	50 M.P.H.	55 M.P.H.	60 M.P.H.	65 M.P.H.	70 M.P.H.	75 M.P.H.	
20	32	D.	15°	11°	8°	6°	5°	4°	3°	2.5°	2°	1.8°
		R.	382	521	716	955	1146	1433	1910	2292	2865	3183
20	32	219	256	301	348	382	427	493	541	605	637	
30	42	250	293	344	398	437	489	565	619	692	730	
40	52	277	325	382	443	485	543	628	688	770	812	
50	62	301	354	417	483	529	593	685	751	841	886	
60	72	324	381	448	519	570	638	738	809	905	955	
70	82	344	405	478	554	608	681	787	863	966	1,018	
80	92	363	428	505	586	643	720	833	914	1,023	1,078	
90	102	381	450	531	615	676	758	877	962	1,076	1,135	
100	112	398	470	555	644	708	793	918	1,007	1,127	1,189	
110	122	414	489	578	672	738	827	958	1,050	1,176	1,240	
120	132	429	508	601	698	767	860	995	1,092	1,223	1,290	

* CROSSOVER - REVERSE CURVE CONNECTION TYING TWO (2) PARALLEL ROADWAYS.

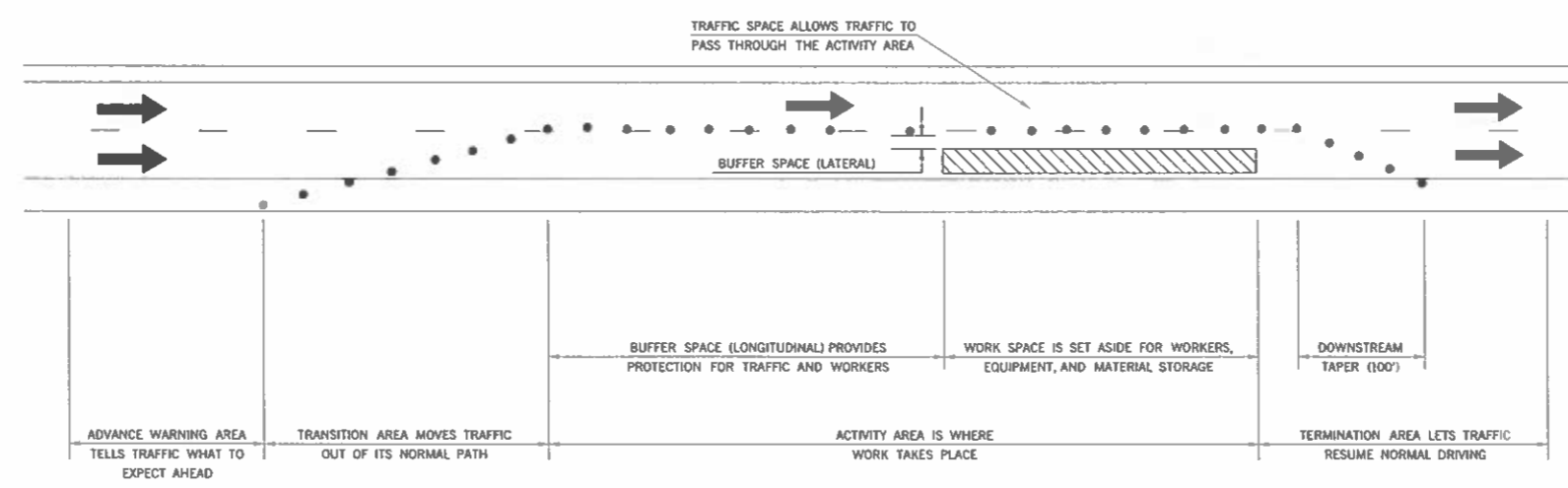
TRFPC36 M:\2009_Standards_TC\502.dgn 8:14:41 AM 6/2/2010 d:\usr2\lib\lroyh\pen R:\TRAF_PLOT\bw.tbl



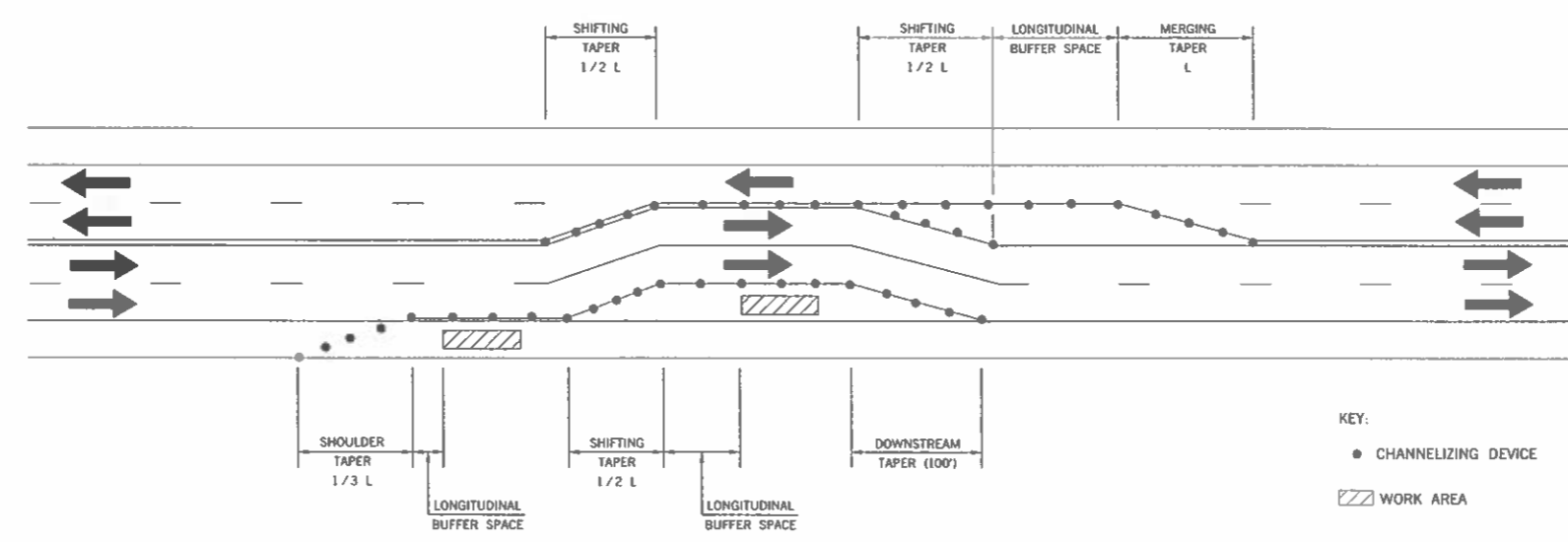
APPROVED BY TRAFFIC ENGINEER *David G. Smith* DATE: 6/23/10

TRAFFIC STANDARD
TRAFFIC CONTROL STANDARD
TRAFFIC CONTROL TABLES AND CHARTS

DESCRIPTION	REVISIONS	DATE
CHANGED TRANSITION NOTATION		5/31/2011



COMPONENT PARTS OF A TEMPORARY TRAFFIC CONTROL ZONE



TAPERS AND BUFFER SPACE

TEMPORARY TRAFFIC CONTROL ELEMENTS

APPROVED BY TRAFFIC ENGINEER: *[Signature]* DATE: 5/31/2011

TRAFFIC STANDARD

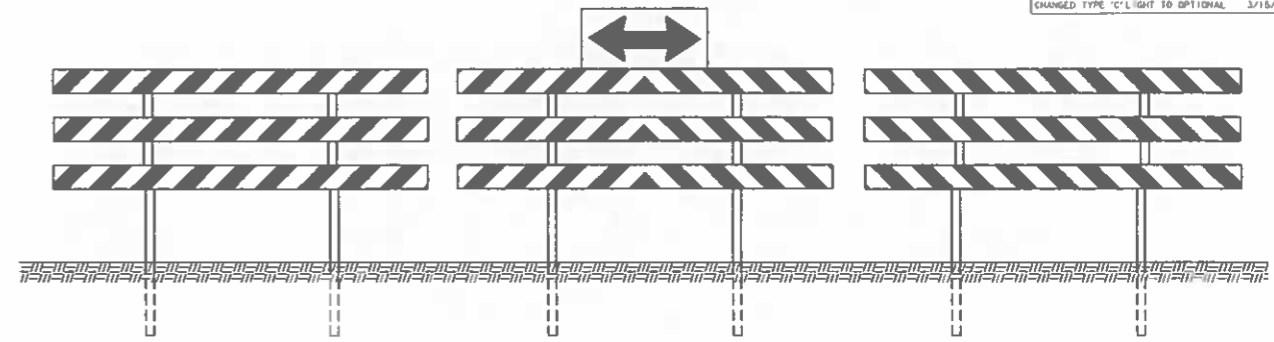
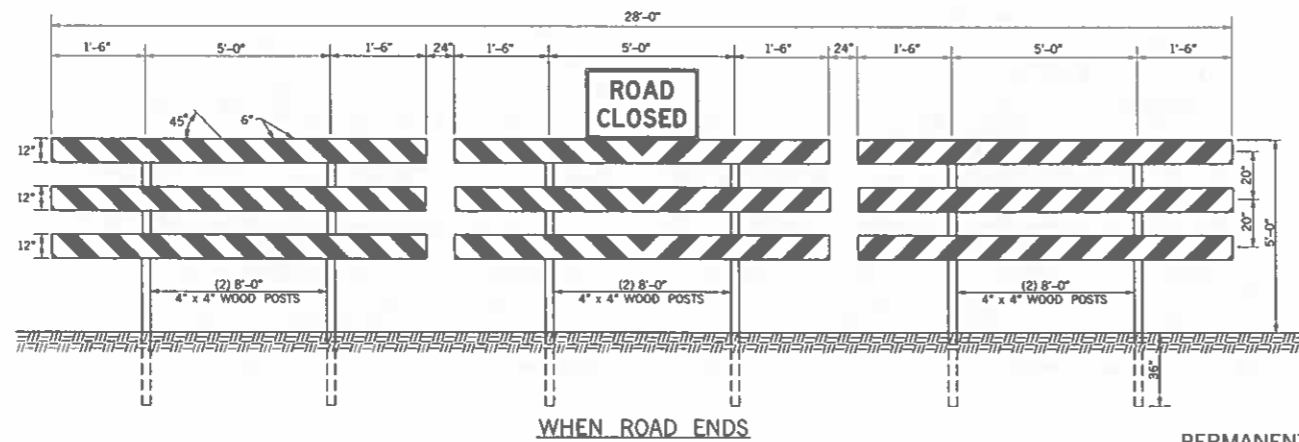
TRAFFIC CONTROL STANDARD

TEMPORARY TRAFFIC CONTROL ELEMENTS

2009 SPECIFICATIONS

TCS3-1	01
T-503	

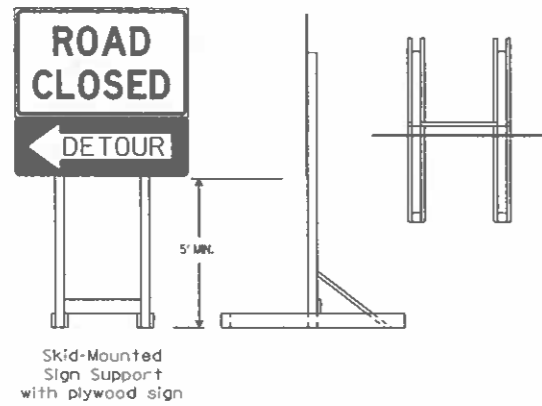
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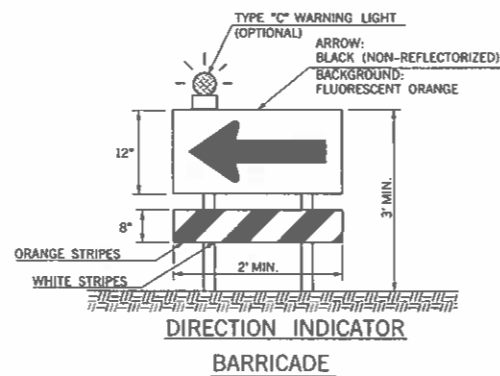
DESCRIPTION	REVISIONS	DATE
CHANGED TYPE 'C' LIGHT TO OPTIONAL		3/15/2011

NOTES: A PERMANENT BARRICADE TYPE III(A) SHALL CONSIST OF NINE (9) PANELS AND SIX (6) POSTS. TYPICAL INSTALLATION AS SHOWN IS FOR AN ABSOLUTE CLOSURE. BARRICADES SHOULD NOT BE PLACED PARALLEL TO TRAFFIC IF NOT OUTSIDE OF CLEAR ZONE.

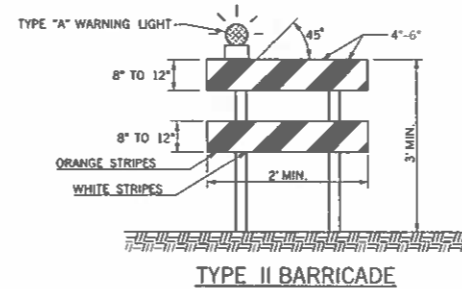
PERMANENT BARRICADE TYPE III(B) WILL BE IDENTICAL TO TYPE III(A) WITH NINE (9) ADDITIONAL REFLECTORIZED 3/4"x12" LUMBER PANELS ATTACHED TO THE BACK SIDE OF THE BARRICADE. COLOR: BACKGROUND - WHITE (REFLECTORIZED) DIAGONAL STRIPES - RED (REFLECTORIZED)



LONG/INTERMEDIATE TERM STATIONARY PORTABLE SIGN SUPPORTS
5 Foot Mounting Height
(SKID MOUNTED)
(SHALL BE PLACED BEHIND TYPE III BARRICADE)



DIRECTION INDICATOR BARRICADE



TYPE II BARRICADE

NOTES: FOR WOODEN BARRICADES NOMINAL LUMBER DIMENSIONS WILL BE SATISFACTORY. FOR RAILS LESS THAN 3 FEET LONG, 4 INCH WIDE STRIPES SHALL BE USED. TYPE III BARRICADES SHALL BE CONSTRUCTED USING A MINIMUM OF TWO (2) POSTS. FOR WOODEN BARRICADES, PANEL THICKNESS SHALL NOT EXCEED ONE-HALF INCH (1/2"). BARRICADES SHOULD NOT BE PLACED PARALLEL TO TRAFFIC IF NOT OUTSIDE OF CLEAR ZONE.

PROJECTS WITH WORK LIMITS OF 2.0 MILES OR MORE IN LENGTH WILL REQUIRE THE G20-1A SIGN. THE SIGN (G20-1A) WILL BE REQUIRED ON ONE SIDE OF A 2-LANE ROADWAY AND BOTH SIDES OF A DIVIDED HIGHWAY.

ALL BARRICADE STRIPES SHALL BE RETROREFLECTIVE. COLOR: BACKGROUND - WHITE (REFLECTORIZED) DIAGONAL STRIPES - FLUORESCENT ORANGE (REFLECTORIZED)

IF BARRICADES ARE USED TO CHANNELIZE PEDESTRIANS, THERE SHALL BE CONTINUOUS DETECTABLE BOTTOM AND TOP RAILS WITH NO GAPS BETWEEN INDIVIDUAL BARRICADES TO BE DETECTABLE TO USERS OF LONG CANES. THE BOTTOM OF THE BOTTOM RAIL SHALL BE NO HIGHER THAN 6 INCHES ABOVE THE GROUND SURFACE. THE TOP OF THE TOP RAIL SHALL BE NO LOWER THAN 36 INCHES ABOVE THE GROUND SURFACE.

SIGNS MOUNTED ON TYPE III BARRICADES SHOULD NOT COVER MORE THAN 50 PERCENT OF THE TOP TWO RAILS OR 33 PERCENT OF THE TOTAL AREA OF THE THREE RAILS

SIGNS MOUNTED ON BARRICADES, OR OTHER PORTABLE SUPPORTS, SHALL BE NO LESS THAN 1' ABOVE THE TRAVELED WAY.

SANDBAGS MAY BE PLACED ON LOWER PARTS OF THE FRAME OR THE STAYS OF BARRICADES TO PROVIDE THE REQUIRED BALLAST.

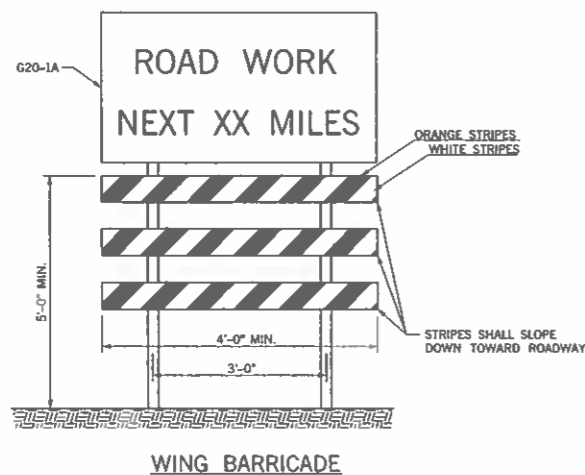
BALLAST SHALL NOT BE PLACED ON TOP OF ANY STRIPED RAIL. BARRICADES SHALL NOT BE BALLASTED BY NONDEFORMABLE OBJECTS SUCH AS ROCKS OR CHUNKS OF CONCRETE. BALLAST SHALL NOT EXTEND INTO THE ACCESSIBLE PASSAGE WIDTH OF 60".

DIRECTION INDICATOR BARRICADE SHALL CONSIST OF A ONE-DIRECTION LARGE ARROW (W1-6) SIGN MOUNTED ABOVE A DIAGONAL STRIPED, HORIZONTALLY ALIGNED, RETRO-REFLECTIVE RAIL.

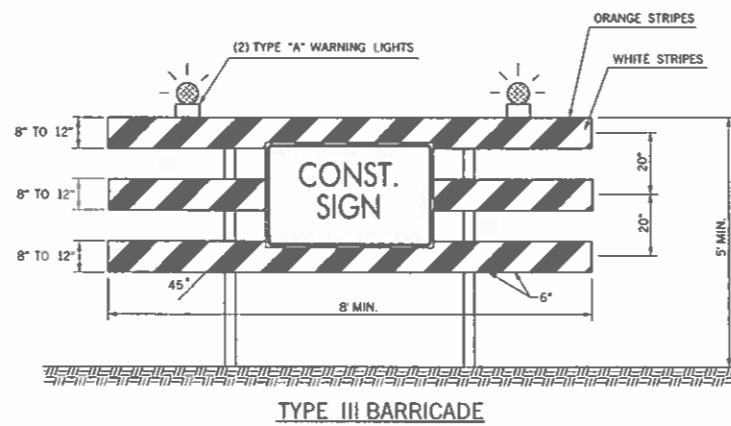
WHERE BARRICADES EXTEND ENTIRELY ACROSS A ROADWAY, THE STRIPES SHOULD SLOPE DOWNWARD IN THE DIRECTION TOWARD WHICH ROAD USERS MUST TURN.

WHERE BOTH RIGHT AND LEFT TURNS ARE PROVIDED, THE BARRICADE STRIPES SHOULD SLOPE DOWNWARD IN BOTH DIRECTIONS FROM THE CENTER OF THE BARRICADE OR BARRICADES.

WHERE NO TURNS ARE INTENDED, THE STRIPES SHOULD BE POSITIONED TO SLOPE DOWNWARD TOWARD THE CENTER OF THE BARRICADE OR BARRICADES.



WING BARRICADE



TYPE III BARRICADE

BASIS OF PAYMENT		
ITEM NO.	ITEM	UNIT
880(B)	CONSTRUCTION SIGNS	SD
880(C)	CONSTRUCTION BARRICADES	SD
880(E)	WARNING LIGHTS	SD



APPROVED BY TRAFFIC ENGINEER: *Theresa Gandy* DATE: 3/21/11

TRAFFIC STANDARD
TRAFFIC CONTROL STANDARD
TRAFFIC CONTROL DEVICES

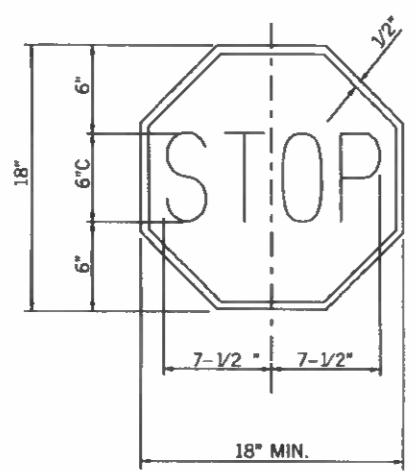
2009 SPECIFICATIONS

TCS4-1 01

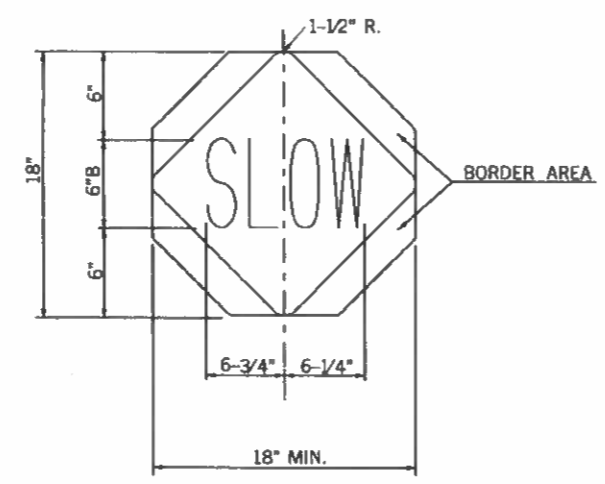
T-504

\$\$\$dot\$\$\$

DESCRIPTION	REVISIONS	DATE

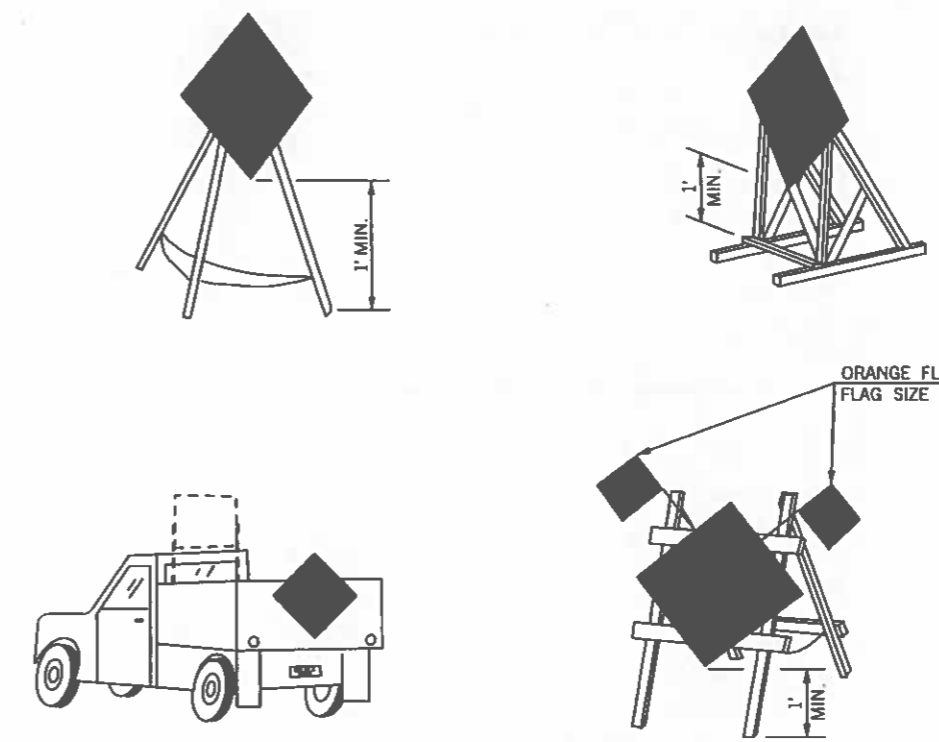


STOP:
 LEGEND AND BORDER: WHITE (REFLECTORIZED)
 BACKGROUND: RED (REFLECTORIZED)



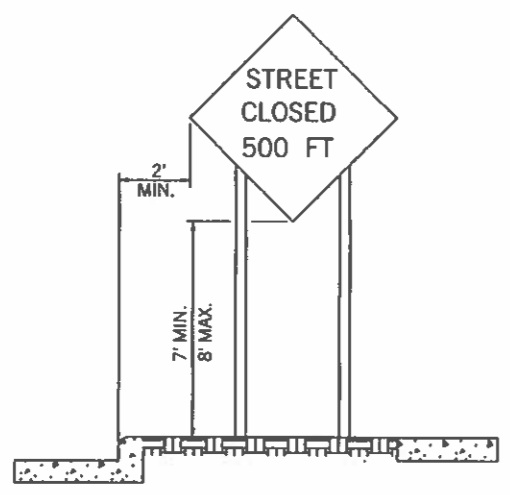
SLOW:
 LEGEND AND BORDER AREA: BLACK (NON-REFLECTORIZED)
 BACKGROUND: ORANGE (REFLECTORIZED)

STOP-SLOW PADDLE

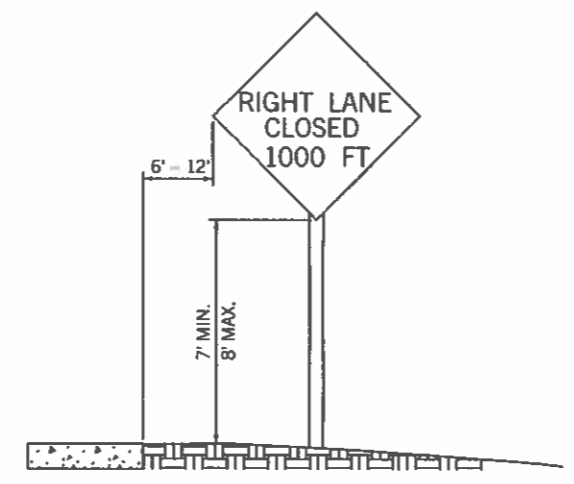


NOTE:
 THE BOTTOM OF SIGNS MOUNTED
 ON BARRICADES OR TEMPORARY
 SUPPORTS SHALL NOT BE LESS THAN
 1 FOOT ABOVE THE TRAVELED WAY.

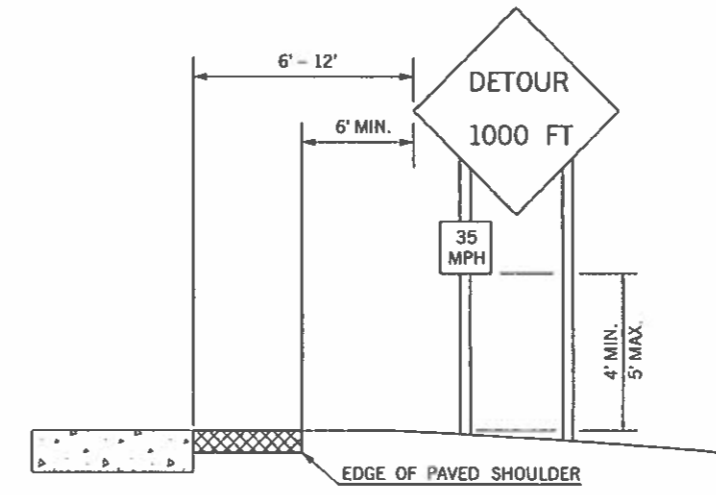
PORTABLE AND TEMPORARY MOUNTINGS
METHODS OF MOUNTING SIGNS OTHER THAN ON POSTS



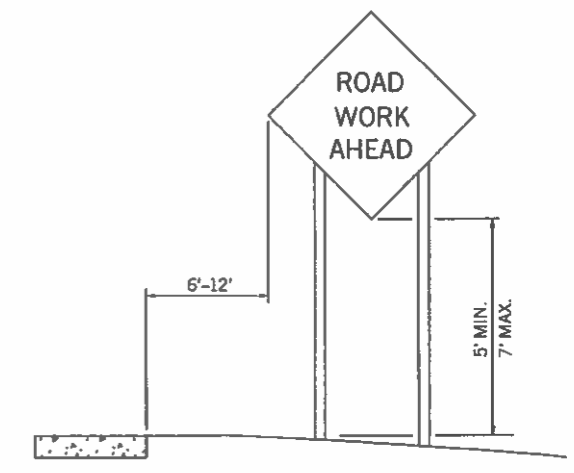
URBAN DISTRICT
(WITH CURB)



URBAN DISTRICT
(WITHOUT CURB)



RURAL DISTRICT WITH
ADVISORY SPEED PLATE



RURAL DISTRICT

HEIGHT AND LATERAL LOCATIONS OF SIGNS - TYPICAL INSTALLATIONS

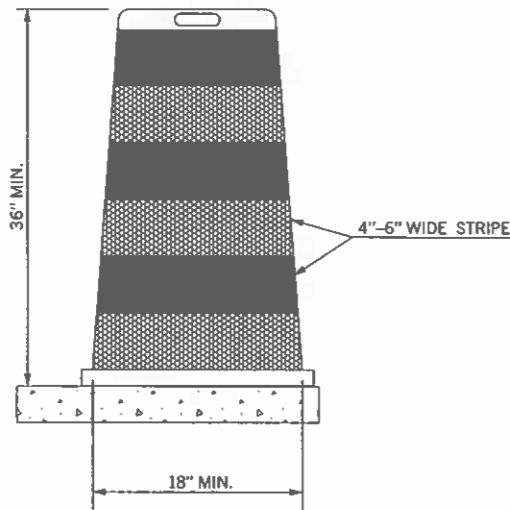
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APPROVED BY
 TRAFFIC ENGINEER *Chad G. Smith* DATE 6/23/10
 TRAFFIC STANDARD

TRAFFIC CONTROL STANDARD
 TYPICAL SIGN INSTALLATION

2009 SPECIFICATIONS



DRUM

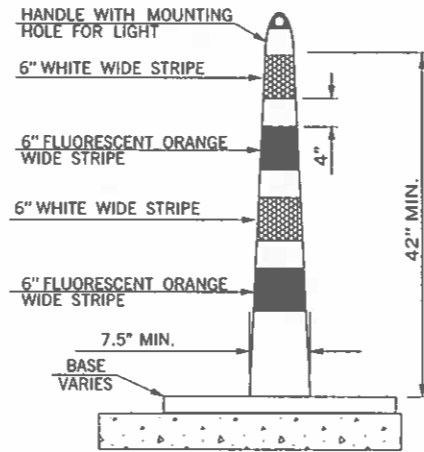
NOTES:

METAL DRUMS SHALL NOT BE USED.

EACH DRUM SHALL HAVE A MINIMUM OF TWO (2) FLUORESCENT ORANGE STRIPES ALTERNATING WITH A MINIMUM OF TWO (2) WHITE STRIPES. THESE STRIPES SHALL CONSIST OF RETROREFLECTIVE SHEETING.

BALLAST SHALL NOT BE PLACED ON TOP OF A DRUM.

DRUMS SHALL NOT BE USED TO DELINEATE AN EDGE DROP OFF IF THEY MUST BE PLACED IN THE DROP OFF AREA BELOW THE LEVEL OF THE DRIVING SURFACE.



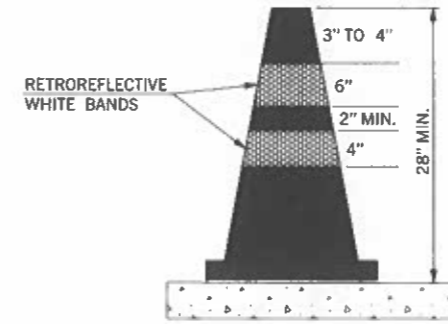
CHANNELIZER CONE

NOTES:

CHANNELIZER CONES USED ON HIGH SPEED ROADWAYS, ON ALL HIGHWAYS DURING NIGHTTIME, OR WHENEVER MORE CONSPICUOUS GUIDANCE IS NEEDED SHALL BE A MINIMUM OF 42 INCHES HIGH.

EACH CHANNELIZER CONES SHALL HAVE A MINIMUM OF TWO (2) FLUORESCENT ORANGE STRIPES ALTERNATING WITH A MINIMUM OF TWO (2) WHITE STRIPES. THESE STRIPES SHALL CONSIST OF RETROREFLECTIVE SHEETING.

BASE SHALL WEIGH 30 LBS. OR MORE.



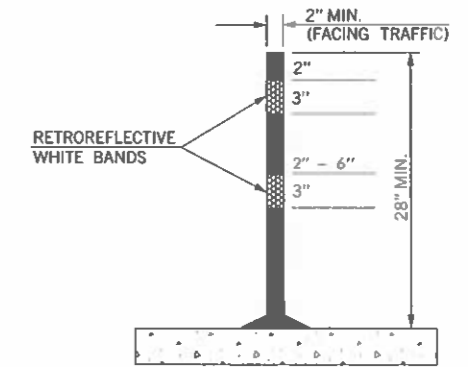
CONE

NOTES:

CONES USED ON HIGH SPEED ROADWAYS, ON ALL HIGHWAYS DURING NIGHTTIME, OR WHENEVER MORE CONSPICUOUS GUIDANCE IS NEEDED SHALL BE A MINIMUM OF 28 INCHES HIGH.

CONES SHALL BE PREDOMINANTLY ORANGE, WITH WHITE RETROREFLECTIVE SHEETING.

DESCRIPTION	REVISIONS	DATE
ADD NOTE TO VERTICAL PANEL		07/19/10
CHANGED TYPE 'C' LIGHT TO OPTIONAL		3/15/2011

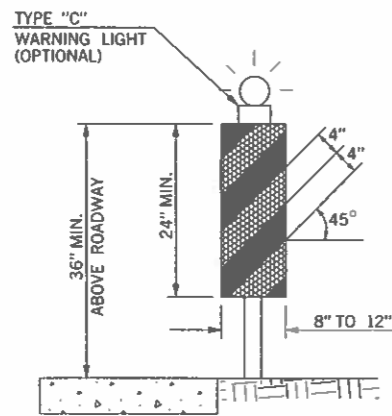


TUBE CHANNELIZER

NOTES:

TUBE CHANNELIZERS USED ON HIGH SPEED ROADWAYS, ON ALL HIGHWAYS DURING NIGHTTIME, OR WHENEVER MORE CONSPICUOUS GUIDANCE IS NEEDED SHALL BE A MINIMUM OF 28 INCHES HIGH.

TUBE CHANNELIZERS SHALL BE PREDOMINANTLY ORANGE, WITH WHITE RETROREFLECTIVE SHEETING.



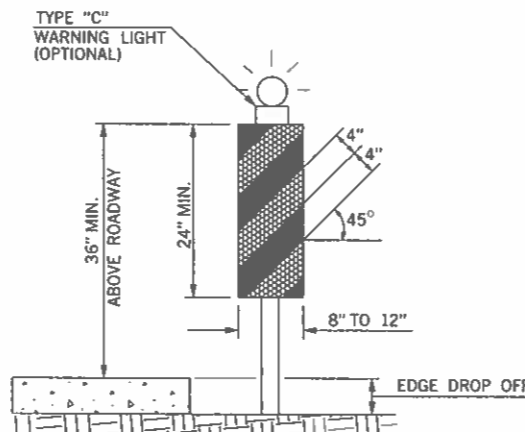
**VERTICAL PANEL
W/O DROP OFF**

NOTES:

PANEL STRIPE WIDTHS SHALL BE 6 INCHES EXCEPT WHERE PANELS LENGTHS ARE LESS THAN 36 INCHES, THEN 4 INCH WIDE STRIPES MAY BE USED.

MARKINGS FOR VERTICAL PANELS SHALL BE ALTERNATING FLUORESCENT ORANGE AND WHITE RETROREFLECTORIZED STRIPES (SLOPING DOWNWARD AT AN ANGLE OF 45 DEGREES IN THE DIRECTION TRAFFIC IS TO PASS).

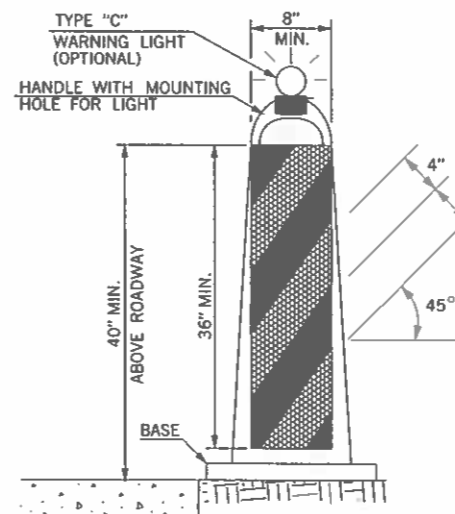
SHALL HAVE A MINIMUM OF TWO (2) FULL FLUORESCENT ORANGE STRIPES.



**VERTICAL PANEL
W/DROP OFF**

ON UNDIVIDED HIGHWAYS, VERTICAL PANELS SHALL HAVE A MINIMUM OF 192 SQUARE INCHES OF RETROREFLECTIVE SHEETING ON EACH PANEL (FRONT AND BACK). WHEN USED ON HIGH SPEED ROADWAYS, VERTICAL PANELS SHALL HAVE MINIMUM OF 270 SQUARE INCHES OF RETROREFLECTIVE SHEETING ON EACH PANEL (FRONT AND BACK). THIS SHALL CONSTITUTE ONE (1) COMPLETE VERTICAL PANEL.

ON DIVIDED HIGHWAYS A VERTICAL PANEL MAY HAVE SHEETING ON ONLY ONE SIDE.



STACKABLE VERTICAL PANEL

NOTES:

(1) VERTICAL PANEL SIGNS SHALL BE MOUNTED BACK TO BACK WHEN USED FOR TWO-WAY TRAFFIC.

(2) BASE SHALL BE NO LARGER THAN 28" LONG BY 20" WIDE, AND 2" THICK.

(3) BASE SHALL WEIGHT 30 LBS. OR MORE.

(4) THESE DEVICES SHALL BE CONSTRUCTED OF A MATERIAL THAT CAN BE STRUCK WITHOUT DAMAGING VEHICLES ON IMPACT.

KEY:

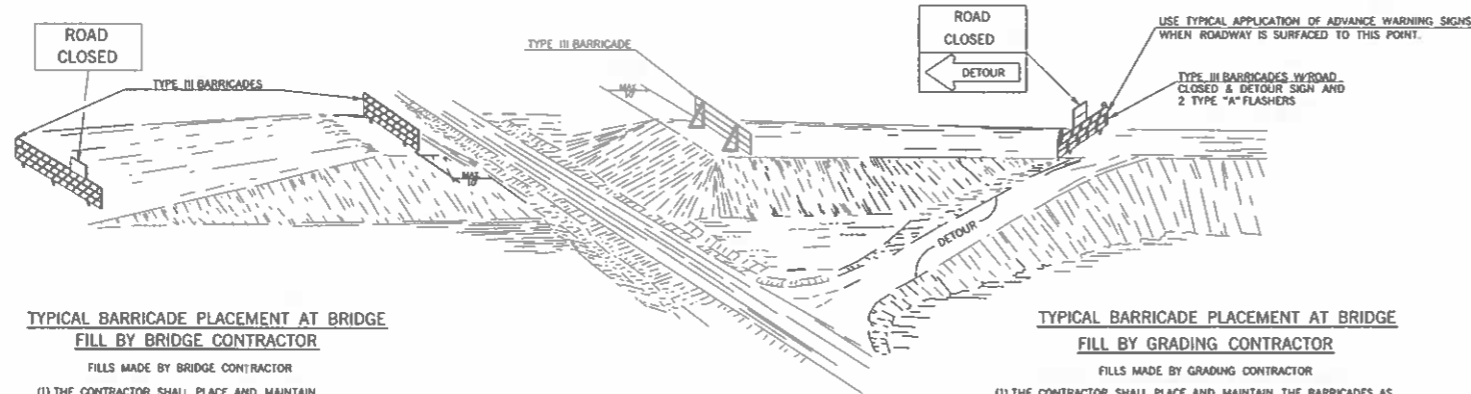
- FLUORESCENT ORANGE (REFLECTORIZED)
- WHITE (REFLECTORIZED)

BASIS OF PAYMENT		
ITEM NO.	ITEM	UNIT
880(D)	VERTICAL PANEL	SD
880(E)	WARNING LIGHTS	SD
880(F)	DRUMS	SD
880(G)	TUBE CHANNELIZERS	SD
880(H)	CONES	SD
880(I)	CHANNELIZER CONES	SD



APPROVED BY TRAFFIC ENGINEER: *David Smith* DATE: 3/21/11

TRAFFIC STANDARD
TRAFFIC CONTROL STANDARD
CHANNELIZING DEVICES

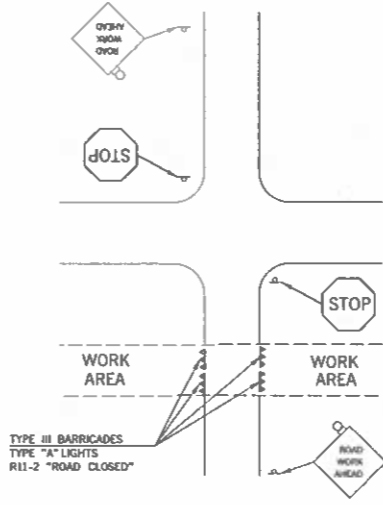


TYPICAL BARRICADE PLACEMENT AT BRIDGE FILL BY BRIDGE CONTRACTOR

- FILLS MADE BY BRIDGE CONTRACTOR
- (1) THE CONTRACTOR SHALL PLACE AND MAINTAIN THE BARRICADES AS SHOWN UNTIL THEY ARE NO LONGER NEEDED.
 - (2) THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO REMOVAL OF THE BARRICADES.
 - (3) THE ENGINEER SHALL NOTIFY THE GRADING CONTRACTOR TO FURNISH AND ERECT HIS BARRICADES "IMMEDIATELY" AFTER THE BRIDGE CONTRACTOR REMOVES HIS BARRICADES. THE GRADING CONTRACTOR SHALL MAINTAIN HIS BARRICADES UNTIL FINAL INSPECTION OR UNTIL THEY ARE NO LONGER NEEDED.
 - (4) BARRICADES AT BRIDGE FILL SHALL BE IN PLACE AND MAINTAINED AT ALL TIMES UNTIL OPENED TO TRAFFIC. HOWEVER, BARRICADES MAY BE REMOVED OR ADJUSTED, AS NEEDED, TO ALLOW ACCESS TO THE WORK AREA.

TYPICAL BARRICADE PLACEMENT AT BRIDGE FILL BY GRADING CONTRACTOR

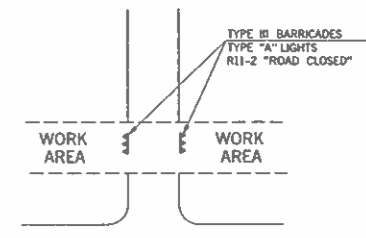
- FILLS MADE BY GRADING CONTRACTOR
- (1) THE CONTRACTOR SHALL PLACE AND MAINTAIN THE BARRICADES AS SHOWN UNTIL FINAL INSPECTION OR UNTIL THEY ARE NO LONGER NEEDED.
 - (2) THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO REMOVAL OF THE BARRICADES.
 - (3) IF THE BRIDGE WORK ORDER IS ISSUED PRIOR TO COMPLETION OF THE GRADING CONTRACT, THE BRIDGE CONTRACTOR SHALL MAKE ARRANGEMENTS WITH THE GRADING CONTRACTOR TO ASSUME RESPONSIBILITY FOR PROTECTION OF THE BRIDGE WORK AREA. THIS WILL INCLUDE FURNISHING, INSTALLING, AND MAINTAINING ALL BARRICADES AND SIGNS NECESSARY TO PROVIDE THAT PROTECTION UNTIL THE BRIDGE IS COMPLETED AND THE FINAL INSPECTION IS COMPLETED.
 - (4) IF THE BRIDGE WORK ORDER HAS NOT BEEN ISSUED PRIOR TO THE FINAL INSPECTION OF THE GRADING, THEN THE GRADING CONTRACTOR SHALL MAKE ARRANGEMENTS WITH THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR STATE FORCES TO SUPPLY, INSTALL AND MAINTAIN ANY NECESSARY TRAFFIC CONTROL DEVICES NEEDED TO PROTECT THE WORK AREA. THESE STATE OWNED DEVICES SHALL REMAIN IN PLACE UNTIL SUCH TIME THAT THE BRIDGE WORK ORDER IS ISSUED. AT THAT TIME THE BRIDGE CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR TRAFFIC CONTROL AND REPLACE THE STATE OWNED DEVICES WITH HIS OWN.
 - (5) SUFFICIENT NUMBER OF TYPE II BARRICADES WITH SIGNS SHALL BE USED TO COMPLETELY CLOSE THE WORK AREA TO THROUGH TRAFFIC.
 - (6) BARRICADES AT BRIDGE FILL SHALL BE IN PLACE AND MAINTAINED AT ALL TIMES UNTIL OPENED TO TRAFFIC. HOWEVER, BARRICADES MAY BE REMOVED OR ADJUSTED, AS NEEDED, TO ALLOW ACCESS TO THE WORK AREA.



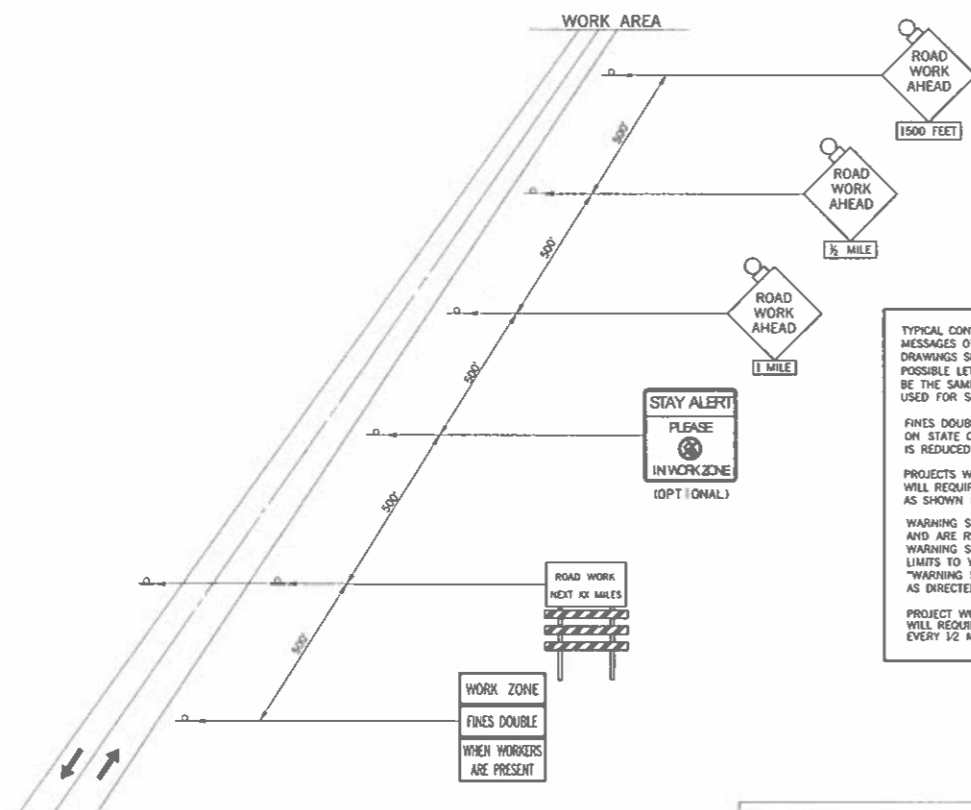
TYPICAL SIGN PLACEMENT FOR INTERSECTING ROADS AND STREETS

DESCRIPTION	REVISIONS	DATE
MODIFIED NOTE		3/15/2011
ADD "NO CELL PHONE" USAGE IN WORK ZONE DISTANCE SIGN TO WARNING SIGNS		4/2/2013

- NOTES:
- (1) SIGNS SHOWN FOR ONE DIRECTION OF TRAVEL ONLY.
 - (2) FLASHING WARNING LIGHTS SHALL BE USED TO CALL ATTENTION TO THE EARLY WARNING SIGNS.
 - (3) WARNING LIGHTS SHOULD BE USED TO MARK CHANNELIZING DEVICES AT NIGHT AS NEEDED.
 - (4) PLACEMENT OF TYPE III BARRICADES SHALL BE APPROVED BY THE ENGINEER.
 - (5) TYPE II BARRICADES, DRUMS AND/OR VERTICAL PANELS MAY BE SUBSTITUTED FOR TYPE III BARRICADES TO AVOID OBSTRUCTING THE MOTORISTS VIEW.
 - (6) IF TWO OR MORE DRIVEWAYS ARE IN CLOSE PROXIMITY, THE BARRICADES BETWEEN THE DRIVEWAYS MAY BE OMITTED AT THE DISCRETION OF THE ENGINEER.
 - (7) THE "ROAD WORK AHEAD" SIGN, WHICH SERVES AS A GENERAL WARNING OF OBSTRUCTIONS OR RESTRICTIONS, SHALL BE LOCATED ON ALL INTERSECTING ROADS AND STREETS.



TYPICAL SIGN PLACEMENT FOR PRIVATE DRIVE OR RESIDENCE



TYPICAL APPLICATION ADVANCE WARNING SIGNS ON 2-LANE HIGHWAY

TYPICAL CONSTRUCTION WARNING SIGNS WITH MESSAGES OTHER THAN DETAILED ON STANDARD DRAWINGS SHALL BE CONSTRUCTED USING THE LARGEST POSSIBLE LETTER SIZE. SIGN SIZE AND COLOR SHALL BE THE SAME AS OTHER CONSTRUCTION WARNING SIGNS USED FOR SIMILAR CONDITIONS.

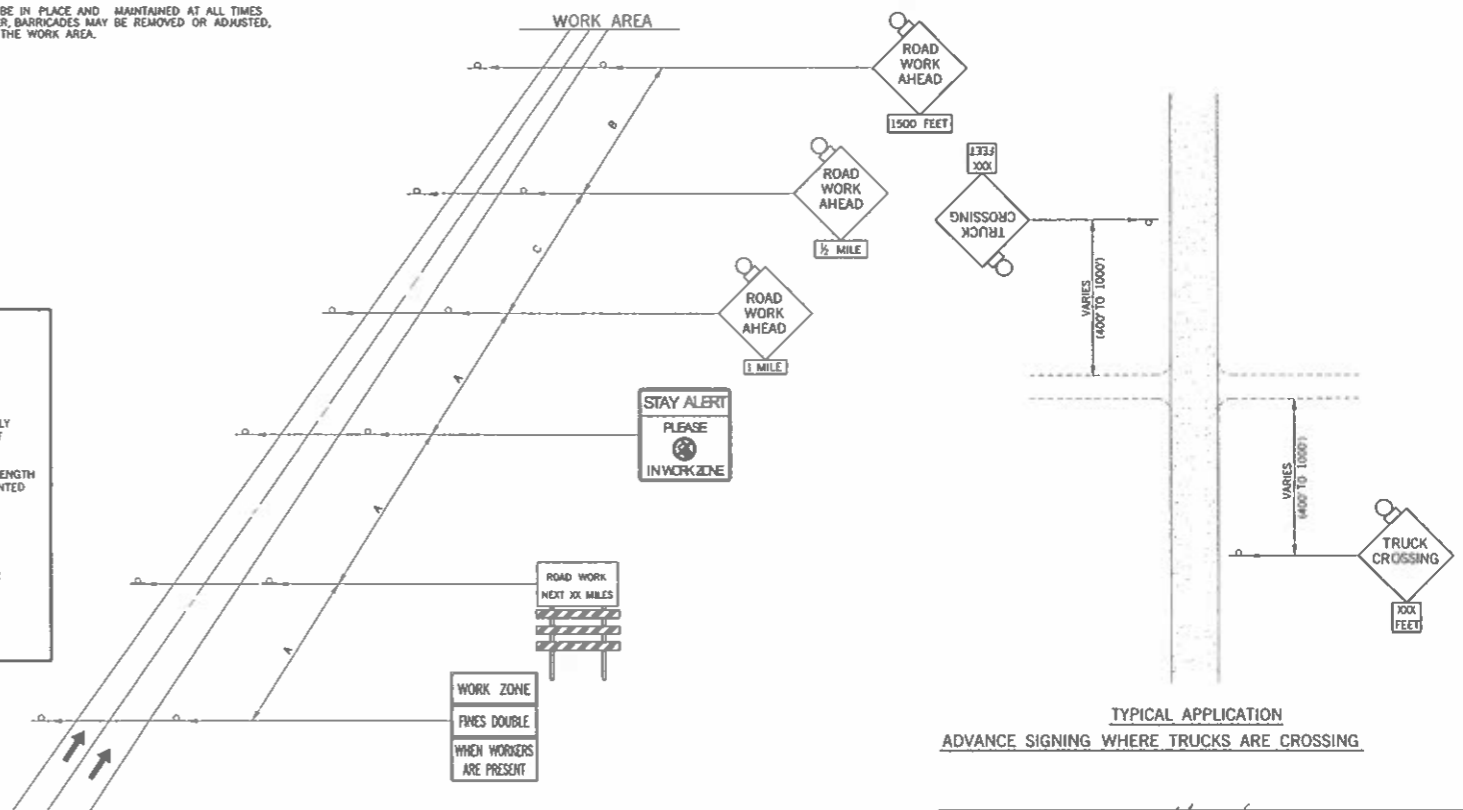
FINES DOUBLE IN WORK ZONE SIGNS ARE TO BE USED ONLY ON STATE OR FEDERAL HIGHWAYS WHERE THE SPEED LIMIT IS REDUCED OR AS DIRECTED BY THE ENGINEER.

PROJECTS WITH WORK LIMITS OF 1.0 MILES OR MORE IN LENGTH WILL REQUIRE THE G20-1A SIGN. THE SIGN SHALL BE MOUNTED AS SHOWN ON TCS4-1 (LATEST REVISION).

WARNING SIGNS SHOWN ARE "ADVANCE" WARNING SIGNS AND ARE REQUIRED ON ALL STATE HIGHWAYS. ADDITIONAL WARNING SIGNS MAY BE REQUIRED WITHIN THE PROJECT LIMITS TO WARN DRIVERS OF SPECIFIC HAZARDS. ADVANCE "WARNING SIGNS" MAY CHANGE AS CONDITIONS CHANGE OR AS DIRECTED BY THE ENGINEER.

PROJECT WORK OF 1.0 MILE OR MORE IN LENGTH WILL REQUIRE SIGNS CS-14 AND R2-1 TO BE PLACED EVERY 1/2 MILE THROUGH WORK ZONE.

ROAD TYPE	DISTANCE BETWEEN SIGNS SHALL BE A (MIN.)		
	A (FT)	B (FT)	C (FT)
URBAN (LOW SPEED)	100	100	100
URBAN (HIGH SPEED)	350	350	350
RURAL	500	500	500
EXPRESSWAY / FREEWAY	1,000	1,500	2,640



TYPICAL APPLICATION ADVANCE WARNING SIGNS ON A DIVIDED HIGHWAY

TYPICAL APPLICATION ADVANCE SIGNING WHERE TRUCKS ARE CROSSING



APPROVED BY TRAFFIC ENGINEER: *Charles S. Smith* DATE: 4/18/2013

TRAFFIC STANDARD TRAFFIC CONTROL STANDARD PLACEMENT OF ADVANCE WARNING SIGNS

2009 SPECIFICATIONS

\$\$\$done\$\$\$

DESCRIPTION	REVISIONS	DATE



STOP

R1-1 30 x 30 5.18 SF
 R1-1E 36 x 36 7.46 SF
 R1-1F 48 x 48 13.26 SF

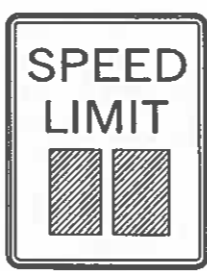
COLOR:
 LEGEND AND BORDER:
 WHITE (REFLECTORIZED)
 BACKGROUND:
 RED (TRANSPARENT REFLECTORIZED)



YIELD

R1-2 36 x 36 x 36 3.90 SF
 R1-2E 48 x 48 x 48 6.93 SF
 R1-2F 60 x 60 x 60 10.83 SF

COLOR:
 LEGEND AND BORDER:
 RED (TRANSPARENT REFLECTORIZED)
 BACKGROUND:
 WHITE (REFLECTORIZED)



SPEED LIMIT

R2-1() 24 x 30 5.00 SF
 R2-1E() 36 x 48 12.00 SF
 R2-1F() 48 x 60 20.00 SF

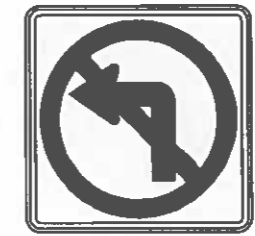
COLOR:
 LEGEND AND BORDER:
 BLACK (NON-REFLECTORIZED)
 BACKGROUND:
 WHITE (REFLECTORIZED)



NO RIGHT TURN

R3-1 24 x 24 4.00 SF
 R3-1E 36 x 36 9.00 SF
 R3-1F 48 x 48 16.00 SF

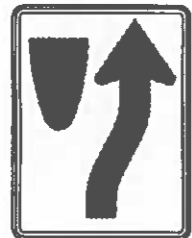
COLOR:
 ARROW AND BORDER:
 BLACK (NON-REFLECTORIZED)
 CIRCLE AND DIAGONAL:
 RED (TRANSPARENT REFLECTORIZED)
 BACKGROUND:
 WHITE (REFLECTORIZED)



NO LEFT TURN

R3-2 24 x 24 4.00 SF
 R3-2E 36 x 36 9.00 SF
 R3-2F 48 x 48 16.00 SF

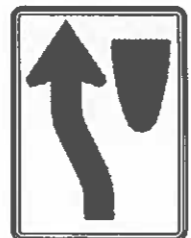
COLOR:
 ARROW AND BORDER:
 BLACK (NON-REFLECTORIZED)
 CIRCLE AND DIAGONAL:
 RED (TRANSPARENT REFLECTORIZED)
 BACKGROUND:
 WHITE (REFLECTORIZED)



KEEP RIGHT SIGN

R4-7 24 x 30 5.00 SF
 R4-7E 36 x 48 12.00 SF
 R4-7F 48 x 60 20.00 SF

COLOR:
 LEGEND AND BORDER:
 BLACK (NON-REFLECTORIZED)
 BACKGROUND:
 WHITE (REFLECTORIZED)



KEEP LEFT SIGN

R4-8 24 x 30 5.00 SF
 R4-8E 36 x 48 12.00 SF
 R4-8F 48 x 60 20.00 SF

COLOR:
 LEGEND AND BORDER:
 BLACK (NON-REFLECTORIZED)
 BACKGROUND:
 WHITE (REFLECTORIZED)



KEEP RIGHT

R4-7a(R) 24 x 30 5.00 SF
 R4-7a(R)E 36 x 48 12.00 SF
 R4-7a(R)F 48 x 60 20.00 SF

COLOR:
 LEGEND AND BORDER:
 BLACK (NON-REFLECTORIZED)
 BACKGROUND:
 WHITE (REFLECTORIZED)



KEEP LEFT

R4-7a(L) 24 x 30 5.00 SF
 R4-7a(L)E 36 x 48 12.00 SF
 R4-7a(L)F 48 x 60 20.00 SF

COLOR:
 LEGEND AND BORDER:
 BLACK (NON-REFLECTORIZED)
 BACKGROUND:
 WHITE (REFLECTORIZED)



DO NOT ENTER

R5-1 30 x 30 6.25 SF
 R5-1E 36 x 36 9.00 SF
 R5-1F 48 x 48 16.00 SF

COLOR:
 SYMBOL: :
 RED (TRANSPARENT REFLECTORIZED)
 LEGEND AND BACKGROUND: :
 WHITE (REFLECTORIZED)



ONE WAY

R6-1(L) 36 x 12 3.00 SF
 R6-1E(L) 54 x 18 6.75 SF
 R6-1F(L) 54 x 18 6.75 SF

COLOR:
 ARROW AND BORDER:
 WHITE (NON-REFLECTORIZED)
 LEGEND AND BACKGROUND:
 BLACK (REFLECTORIZED)



ONE WAY

R6-1(R) 36 x 12 3.00 SF
 R6-1E(R) 54 x 18 6.75 SF
 R6-1F(R) 54 x 18 6.75 SF

COLOR:
 ARROW AND BORDER:
 WHITE (NON-REFLECTORIZED)
 LEGEND AND BACKGROUND:
 BLACK (REFLECTORIZED)



STOP HERE ON RED

R10-6 24 x 36 6.00 SF

COLOR:
 LEGEND AND BORDER:
 BLACK (NON-REFLECTORIZED)
 BACKGROUND:
 WHITE (REFLECTORIZED)

NOTES:
 WORD SIGNS MAY BE USED IF SYMBOL SIGNS ARE NOT AVAILABLE EITHER IN "STANDARD HIGHWAY SIGNS MANUAL" OR IN THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) (CURRENT EDITION).

BASIS OF PAYMENT		
ITEM NO.	ITEM	UNIT
880(B)	CONSTRUCTION SIGNS	SD



APPROVED BY TRAFFIC ENGINEER *David J. Smith* DATE 6/23/10

TRAFFIC STANDARD
 TRAFFIC CONTROL STANDARD
 CONSTRUCTION SIGNS

2009 SPECIFICATIONS

TCS8-1 00
 T-508

TRFPC36 Mt. 2009 Standards TC\508.dgn B:18:06 AM 6/2/2010 d:\usr2\filib\erofy\pen R:\TRAF PLOT\bw.rbl

DESCRIPTION	REVISIONS	DATE
CHANGED HIGH DESIGNATION		3/16/2011



ROAD CLOSED

R11-2 48 x 30 10.00 SF

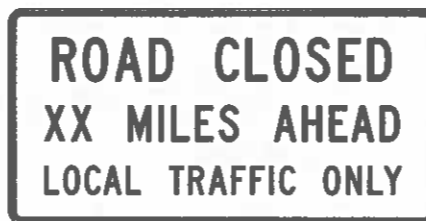
COLOR:
LEGEND AND BORDER:
BLACK (NON-REFLECTORIZED)
BACKGROUND:
WHITE (REFLECTORIZED)



LANE CLOSED

R11-2(LANE) 48 x 30 10.00 SF

COLOR:
LEGEND AND BORDER:
BLACK (NON-REFLECTORIZED)
BACKGROUND:
WHITE (REFLECTORIZED)



ROAD CLOSED XX MILES AHEAD

R11-3a 60 x 30 12.50 SF

COLOR:
LEGEND AND BORDER:
BLACK (NON-REFLECTORIZED)
BACKGROUND:
WHITE (REFLECTORIZED)



BRIDGE OUT XX MILES AHEAD

R11-3b 60 x 30 12.50 SF

COLOR:
LEGEND AND BORDER:
BLACK (NON-REFLECTORIZED)
BACKGROUND:
WHITE (REFLECTORIZED)



ROAD CLOSED TO THRU TRAFFIC

R11-4 60 x 30 12.50 SF

COLOR:
LEGEND AND BORDER:
BLACK (NON-REFLECTORIZED)
BACKGROUND:
WHITE (REFLECTORIZED)



DETOUR SIGN

M4-8 24 x 12 2.00 SF
M4-8E 30 x 15 3.13 SF

COLOR:
LEGEND AND BORDER:
BLACK (NON-REFLECTORIZED)
BACKGROUND:
FLUORESCENT ORANGE
(REFLECTORIZED)



DETOUR SIGN

M4-9(R) 30 x 24 5.00 SF
M4-9(R)E 48 x 36 12.00 SF
M4-9(R)F 60 x 48 20.00 SF

COLOR:
LEGEND AND BORDER:
BLACK (NON-REFLECTORIZED)
BACKGROUND:
FLUORESCENT ORANGE
(REFLECTORIZED)



DETOUR SIGN

M4-9(L) 30 x 24 5.00 SF
M4-9(L)E 48 x 36 12.00 SF
M4-9(L)F 60 x 48 20.00 SF

COLOR:
LEGEND AND BORDER:
BLACK (NON-REFLECTORIZED)
BACKGROUND:
FLUORESCENT ORANGE
(REFLECTORIZED)



DETOUR SIGN

M4-9(V) 30 x 24 5.00 SF
M4-9(V)E 48 x 36 12.00 SF
M4-9(V)F 60 x 48 20.00 SF

COLOR:
LEGEND AND BORDER:
BLACK (NON-REFLECTORIZED)
BACKGROUND:
FLUORESCENT ORANGE
(REFLECTORIZED)



DETOUR SIGN

M4-10(R) 48 x 18 6.00 SF

COLOR:
LEGEND AND BORDER:
BLACK (NON-REFLECTORIZED)
BACKGROUND:
FLUORESCENT ORANGE
(REFLECTORIZED)



DETOUR SIGN

M4-10(L) 48 x 18 6.00 SF

COLOR:
LEGEND AND BORDER:
BLACK (NON-REFLECTORIZED)
BACKGROUND:
FLUORESCENT ORANGE
(REFLECTORIZED)



ROAD WORK NEXT XX MILES SIGN

G20-1A 36 x 18 4.50 SF

COLOR:
LEGEND AND BORDER:
BLACK (NON-REFLECTORIZED)
BACKGROUND:
FLUORESCENT ORANGE
(REFLECTORIZED)



END ROAD WORK SIGN

G20-2A 36 x 18 4.50 SF

COLOR:
LEGEND AND BORDER:
BLACK (NON-REFLECTORIZED)
BACKGROUND:
FLUORESCENT ORANGE
(REFLECTORIZED)



PILOT CAR FOLLOW ME SIGN

G20-4 36 x 18 4.50 SF

COLOR:
LEGEND AND BORDER:
BLACK (NON-REFLECTORIZED)
BACKGROUND:
FLUORESCENT ORANGE
(REFLECTORIZED)

NOTES:
WORD SIGNS MAY BE USED IF SYMBOL SIGNS ARE NOT AVAILABLE EITHER IN "STANDARD HIGHWAY SIGNS MANUAL" OR IN THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) (CURRENT EDITION).

ALL DIAMOND SHAPE CONSTRUCTION WARNING SIGNS SHALL BE 48 INCHES X 48 INCHES UNLESS OTHERWISE NOTED IN THE PLANS.

BASIS OF PAYMENT		
ITEM NO.	ITEM	UNIT
880(B)	CONSTRUCTION SIGNS	SD



APPROVED BY
TRAFFIC ENGINEER: *[Signature]* DATE: 3/21/11

TRAFFIC STANDARD
TRAFFIC CONTROL STANDARD
CONSTRUCTION SIGNS

2009 SPECIFICATIONS

TCS9-1 01

T-509

DESCRIPTION	REVISIONS	DATE



ROAD WORK SIGN

W20-1 48 x 48 16.00 SF
 COLOR:
 LEGEND AND BORDER:
 BLACK (NON-REFLECTORIZED)
 BACKGROUND:
 FLUORESCENT ORANGE (REFLECTORIZED)



DETOUR SIGN

W20-2 48 x 48 16.00 SF
 COLOR:
 LEGEND AND BORDER:
 BLACK (NON-REFLECTORIZED)
 BACKGROUND:
 FLUORESCENT ORANGE (REFLECTORIZED)



ROAD CLOSED SIGN

W20-3 48 x 48 16.00 SF
 COLOR:
 LEGEND AND BORDER:
 BLACK (NON-REFLECTORIZED)
 BACKGROUND:
 FLUORESCENT ORANGE (REFLECTORIZED)



STREET CLOSED SIGN

W20-3A 48 x 48 16.00 SF
 COLOR:
 LEGEND AND BORDER:
 BLACK (NON-REFLECTORIZED)
 BACKGROUND:
 FLUORESCENT ORANGE (REFLECTORIZED)



ONE LANE ROAD SIGN

W20-4 48 x 48 16.00 SF
 COLOR:
 LEGEND AND BORDER:
 BLACK (NON-REFLECTORIZED)
 BACKGROUND:
 FLUORESCENT ORANGE (REFLECTORIZED)



LEFT LANE CLOSED SIGN

W20-5(L) 48 x 48 16.00 SF
 COLOR:
 LEGEND AND BORDER:
 BLACK (NON-REFLECTORIZED)
 BACKGROUND:
 FLUORESCENT ORANGE (REFLECTORIZED)



RIGHT LANE CLOSED SIGN

W20-5(R) 48 x 48 16.00 SF
 COLOR:
 LEGEND AND BORDER:
 BLACK (NON-REFLECTORIZED)
 BACKGROUND:
 FLUORESCENT ORANGE (REFLECTORIZED)



FLAGGER SIGN

W20-7 48 x 48 16.00 SF
 COLOR:
 LEGEND AND BORDER:
 BLACK (NON-REFLECTORIZED)
 BACKGROUND:
 FLUORESCENT ORANGE (REFLECTORIZED)



FLAGGER SIGN

W20-7a 48 x 48 16.00 SF
 COLOR:
 LEGEND AND BORDER:
 BLACK (NON-REFLECTORIZED)
 BACKGROUND:
 FLUORESCENT ORANGE (REFLECTORIZED)



WORKERS SIGN

W21-1 48 x 48 16.00 SF
 COLOR:
 LEGEND AND BORDER:
 BLACK (NON-REFLECTORIZED)
 BACKGROUND:
 FLUORESCENT ORANGE (REFLECTORIZED)



FRESH OIL SIGN

W21-2 48 x 48 16.00 SF
 COLOR:
 LEGEND AND BORDER:
 BLACK (NON-REFLECTORIZED)
 BACKGROUND:
 FLUORESCENT ORANGE (REFLECTORIZED)



ROAD MACHINERY AHEAD SIGN

W21-3 48 x 48 16.00 SF
 COLOR:
 LEGEND AND BORDER:
 BLACK (NON-REFLECTORIZED)
 BACKGROUND:
 FLUORESCENT ORANGE (REFLECTORIZED)

NOTES:
 WORD SIGNS MAY BE USED IF SYMBOL SIGNS ARE NOT AVAILABLE EITHER IN "STANDARD HIGHWAY SIGNS MANUAL" OR IN THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) (CURRENT EDITION).

ALL DIAMOND SHAPE CONSTRUCTION WARNING SIGNS SHALL BE 48 INCHES X 48 INCHES UNLESS OTHERWISE NOTED IN THE PLANS.

* SUPPLEMENTAL SIGNS SHALL ONLY BE USED IN CONJUNCTION WITH DIAMOND SHAPE CONSTRUCTION WARNING SIGNS. THE SIZE OF SUPPLEMENTAL SIGNS SHALL BE APPROPRIATE FOR USE WITH A 48 INCH X 48 INCH WARNING SIGN UNLESS OTHERWISE NOTED IN THE PLANS.

BASIS OF PAYMENT		
ITEM NO.	ITEM	UNIT
880(B)	CONSTRUCTION SIGNS	SD

APPROVED BY
 TRAFFIC ENGINEER *Donald Smiley* DATE: 6/23/10
 TRAFFIC STANDARD
 TRAFFIC CONTROL STANDARD
 CONSTRUCTION SIGNS

2009 SPECIFICATIONS

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BETHANY CITY COUNCIL

From: Deputy Chief Chad Meek
Date: 11-13-2024
Subject: Radio Lease Agreement with Bethany Children’s Health Center

BACKGROUND

The Bethany Children’s Health Center, and its Security Department, seeks to collaborate via technology with the city to provide higher levels of public service to The Children’s Center campus and surrounding city, by using a Bethany Police Department radio. The Children’s Center employs retired Bethany Police Department personnel who are familiar with how the radio functions, and the radio leased to The Children’s Center will provide access to Police Department Channel 1, and Fire Department Channel. The provision of the radio will provide more direct communication to Bethany Police and Fire Departments of emerging conditions at The Children’s Center. The annual lease fee of \$240.00 will cover the costs associated with the added radio on the system.

RECOMMENDATION

1. Approve Radio Lease Agreement with Bethany Children’s Health Center as presented.

ADDITIONAL COMMENTS



**Radio Lease Agreement
Between City of Bethany and Bethany Children's Health Center**

THIS AGREEMENT is made and entered into this _____, by and between the City of Bethany, and Bethany Children's Health Center referred to as the "City" and "Children's Center" respectively.

WHEREAS, the Children's Center, and its security department, seeks to collaborate via technology with the city to provide higher levels of public service to the Children's Center campus and surrounding city, by using a Bethany police department radio, and

WHEREAS, the Children's Center employs retired Bethany police department personnel who are familiar with how the radio functions, and

WHEREAS, the radio leased to the Children's Center will provide access to Police Department Channel 1, and Fire Department Channel, and

WHEREAS, the provision of the radio will provide more direct communication to Bethany Police and Fire Department's of emerging conditions at the Children's Center;

NOW, THEREFORE, it is hereby mutually agreed as follows:

1. The City will provide the Children's Center Security Department a radio at the annual lease price of \$240.00, due upon delivery of the equipment, and on July 1st of each subsequent year.

2. Should the radio be lost or damaged, The Children's Center agrees to replace the radio at no cost to the City.

Radio Lease Agreement
Between City of Bethany and Southern Nazarene Children's Center

3. The radio shall remain at the Children's Center and not be removed from the premises.

4. This Agreement commences effective June 30th, 2024 and will remain in full force and effect for the term of five years.

5. No alteration or variation of the terms or conditions of this Agreement will be valid unless made in writing and signed by the parties hereto. However, this Agreement may be amended, in writing, by mutual consent of the parties. Further, this Agreement may be terminated by the City in accordance with the provisions of Article V, Section 5-1 of the City Charter. It may be terminated by the Children's Center upon thirty (30) days' written notice to the Mayor. The City may waive the thirty (30) day notice requirement at its sole discretion.

IN WITNESS WHEREOF, the parties have hereunto set their hands the date and year first above written.

CITY OF BETHANY, OKLAHOMA

By: Nikki Lloyd, Mayor

BETHANY CHILDREN'S HEALTH CENTER

Nico Gomez

City of Bethany General Fund
Statement of Revenues and Expense
October 2024

AGENDA: 11/19/2024
ITEM: 25 (A)

Revenues

	2024-2025 Annual Budget	October Revenues	Year to Date Revenue	Year to Date Percentage of Budget	Budget Remaining
SALES TAX 82.5% DEDICATED	4,952,440.00	445,549.00	1,663,963.00	33.60%	3,288,477.00
USE TAX REVENUE	1,467,631.00	132,793.00	526,044.00	35.84%	941,587.00
HOTEL TAX REVENUE	57,113.00	4,791.00	18,042.00	31.59%	39,071.00
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	68,422.00	258,397.00	29.24%	625,233.00
OCCUPATIONAL LICENSE REVENUE	50,345.00	3,620.00	19,966.00	39.66%	30,379.00
BUILDING PERMIT REVENUE	54,934.00	6,694.00	14,462.00	26.33%	40,472.00
INSPECTION PERMIT REVENUE	71,405.00	2,369.00	15,536.00	21.76%	55,869.00
ZONING PERMITS	1,050.00	0.00	0.00	0.00%	1,050.00
ANIMAL LICENSE REVENUE	1,000.00	0.00	132.00	13.20%	868.00
ABATEMENT REVENUE	8,000.00	205.00	2,588.00	32.35%	5,412.00
MOTOR FUEL TAX REVENUE	37,354.00	3,138.00	27,020.00	72.33%	10,334.00
COMMERCIAL VEH TAX REVENUE	131,772.00	13,473.00	41,928.00	31.82%	89,844.00
CIGARETTE TAX REVENUE	38,671.00	2,879.00	11,788.00	30.48%	26,883.00
ALCOHOL BEVERAGE TAX REVENUE	53,832.00	4,924.00	19,497.00	36.22%	34,335.00
ACCOUNTING SERVICE REVENUE	26,400.00	2,200.00	6,600.00	25.00%	19,800.00
EMERGENCY MEDICAL CALL SVC FEE	280,831.00	23,633.00	94,184.00	33.54%	186,647.00
STORMWATER COMPLIANCE FEE	324,218.00	27,300.00	108,777.00	33.55%	215,441.00
CEMETARY LOT SALES REVENUE	11,880.00	0.00	0.00	0.00%	11,880.00
MINERAL RIGHTS & ROYALTIES REV	11,086.00	929.00	3,261.00	29.42%	7,825.00
POLICE FINES & COURT COST REV	641,844.00	58,714.00	231,625.00	36.09%	410,219.00
INTEREST INCOME	29,472.00	0.00	14,368.00	48.75%	15,104.00
MISCELLANEOUS REVENUE	49,452.00	2,485.00	70,710.00	142.99%	-21,258.00
REIMBURSEMENT REVENUE	26,119.00	0.00	0.00	0.00%	26,119.00
CREDIT CARD FEES	101,986.00	9,179.00	35,450.00	34.76%	66,536.00
GRANT REVENUE	121,434.00	0.00	3,000.00	2.47%	118,434.00
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	813,297.00	3,213,393.00	33.37%	6,415,277.00
Transfers In	2,793,894.00	216,667.00	866,668.00	31.02%	1,927,226.00
Total Revenues and Transfers In	12,422,564.00	1,029,964.00	4,080,061.00	32.84%	8,342,503.00

Expenses

	2024-2025 Annual Budget	October Expenses	Year to Date Expenses	Year to Date Percentage of Budget	Budget Remaining
01.0-MANAGEMENT	990,500.00	83,481.00	334,653.00	33.79%	655,847.00
02.0-FINANCE	431,087.00	38,506.00	118,215.00	27.42%	312,872.00
03.0-MUNICIPAL COURT	616,560.00	54,064.00	172,439.00	27.97%	444,121.00
04.0-ENGINEERING	190,000.00	10,017.00	20,883.00	10.99%	169,117.00
05.0-POLICE	5,150,439.00	516,125.00	1,667,950.00	32.38%	3,482,489.00
06.0-FIRE	3,042,490.00	302,650.00	1,012,310.00	33.27%	2,030,180.00
07.0-COMMUNITY DEV	690,047.00	66,579.00	252,645.00	36.61%	437,402.00
08.1-PW ADMIN	172,822.00	18,282.00	54,559.00	31.57%	118,263.00
08.2-STREETS	809,362.00	79,259.00	251,957.00	31.13%	557,405.00
08.4-FLEET MAINT	109,159.00	15,732.00	48,235.00	44.19%	60,924.00
08.5-PARKS	578,434.00	51,404.00	162,515.00	28.10%	415,919.00
98.0-CONTINGENCY	470,000.00	0.00	0.00	0.00%	470,000.00
TOTAL EXPENDITURES	13,250,900.00	1,236,099.00	4,096,361.00	30.91%	9,154,539.00
Transfers Out	86,000.00	0.00	0.00	0.00%	0.00
Total Expenses and Transfers Out	13,336,900.00	1,236,099.00	4,096,361.00	30.71%	9,154,539.00
Revenues over (under) expenses	-914,336.00	-206,135.00	-16,300.00	1.78%	-812,036.00

Bethany Public Works Authority
Statement of Revenues and Expenses
October 2024

Revenues

	2024-2025 Annual Budget	October Revenues	Year to Date Revenue	Year to Date Percentage of Budget	Budget Remaining
RESIDENTIAL PENALTY REVENUE	180,000.00	17,161.00	57,912.00	32.17%	122,088.00
COMMERCIAL PENALTY REVENUE	41,660.00	3,314.00	14,219.00	34.13%	27,441.00
SOLID WASTE REVENUE	2,993,614.00	249,887.00	999,968.00	33.40%	1,993,646.00
WATER REVENUE	5,603,550.00	340,559.00	1,809,225.00	32.29%	3,794,325.00
WATER TAP REVENUE	25,000.00	0.00	1,905.00	7.62%	23,095.00
SEWER REVENUE	4,085,728.00	337,381.00	1,366,553.00	33.45%	2,719,175.00
SEWER TAP REVENUE	1,000.00	0.00	100.00	10.00%	900.00
INTEREST INCOME	296,945.00	5,447.00	114,795.00	38.66%	182,150.00
LEASE REVENUE	175,000.00	52,917.00	75,485.00	43.13%	99,515.00
SCRAP METAL REVENUE	0.00	0.00	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	203.00	233.00	0.00%	-233.00
*** TOTAL REVENUE ***	14,386,497.00	1,006,869.00	4,441,689.00	30.87%	9,944,808.00
Total Revenues and Transfers In	14,386,497.00	1,006,869.00	4,441,689.00	30.87%	9,944,808.00

Expenses

	2024-2025 Annual Budget	October Expenses	Year to Date Expenses	Year to Date Percentage of Budget	Budget Remaining
02.0-BPWA FINANCE	629,408.00	66,878.00	177,833.00	28.25%	451,575.00
08.1-BPWA ADMIN	188,833.00	20,579.00	60,464.00	32.02%	128,369.00
08.3-BPWA SANITATION	2,296,435.00	166,509.00	455,905.00	19.85%	1,840,530.00
08.4-BPWA FLEET MAINT	113,988.00	760.00	3,546.00	3.11%	110,442.00
12.0-BPWA WATER PLANT	2,066,485.00	196,213.00	663,688.00	32.12%	1,402,797.00
12.1-BPWA WATER LINE	1,969,203.00	56,293.00	256,429.00	13.02%	1,712,774.00
12.2-BPWA SEWER LINE	3,566,751.00	340,478.00	687,778.00	19.28%	2,878,973.00
97.0-DEBT SERVICE INTERST EXP	560,036.00	91,458.00	300,433.00	53.65%	259,603.00
98.0-CONTINGENCY	150,000.00	0.00	0.00	0.00%	150,000.00
99.0-TRANSFERS OUT	2,600,000.00	216,667.00	866,668.00	33.33%	1,733,332.00
Total Expenses and Transfers Out	14,141,139.00	1,155,835.00	3,472,744.00	24.56%	10,668,395.00
DEBT SERVICE PRINCIPAL	1,250,157.00	80,000.00	388,208.00	31.05%	861,949.00
Revenues over (under) Expenses/Debt Service	-1,004,799.00	-228,966.00	580,737.00	-57.80%	-1,585,536.00

City of Bethany
Capital Improvement Fund
October 2024

Revenues

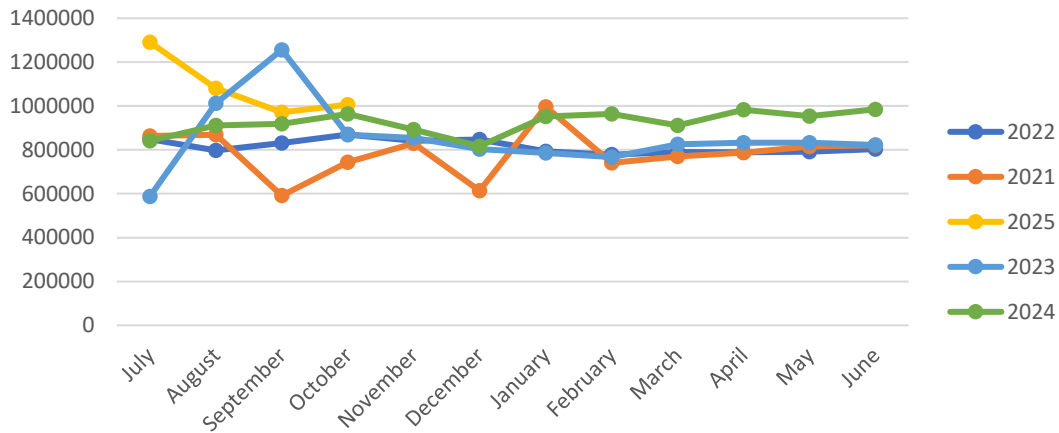
	2024-2025 Annual Budget	October Revenue	Year to Date Revenue	Year to Date Percentage of Budget	Budget Remaining
SALES TAX 17.5% DEDICATED	1,077,784.00	94,510.00	352,962.00	32.75%	724,822.00
INTEREST REVENUE	3,358.00	0.00	2,930.00	87.25%	428.00
TRANSFER FROM GF	0.00	0.00	0.00	0.00%	0.00
MISCELLANEOUS 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	94,510.00	355,893.00	11.52%	2,734,410.00

Expenses

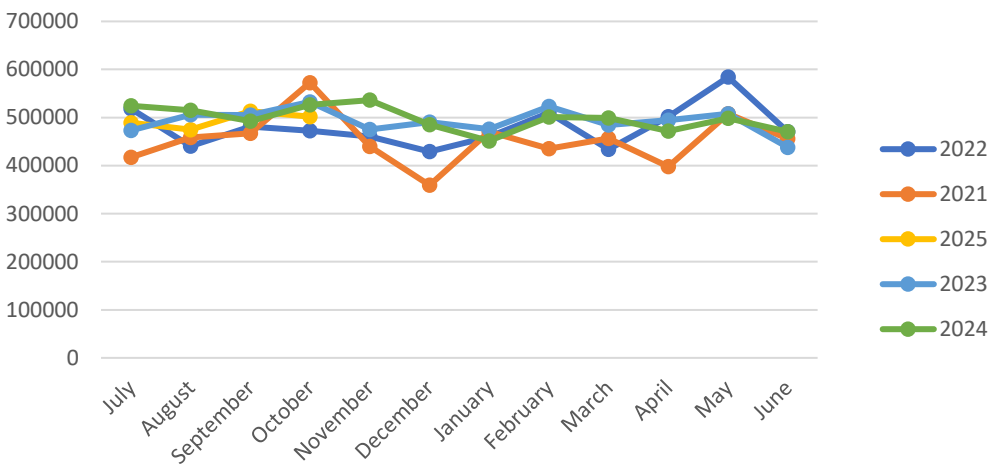
	2024-2025 Annual Budget	October Expenses	Year to Date Expenses	Year to Date Percentage of Budget	Budget Remaining
Capital Projects					
RIPPER PARK POOL	101,500.00	0.00	0.00	0.00%	101,500.00
CDBG GRANT MATCH	400,000.00	0.00	0.00	0.00%	400,000.00
31ST STREET LIFT STATION	79,061.00	1,508.00	7,888.00	0.00%	71,173.00
FIRE TRUCK LEASE PAYMENT	85,000.00	0.00	84,084.00	98.92%	916.00
CRRSAA ROCKWELL PROJECT	623,161.00	0.00	1,432.00	0.23%	621,729.00
CITY HALL HVAC REPLACEMENT	25,000.00	22,462.00	22,462.00	89.85%	2,538.00
RON CLARK DOG PARK	40,000.00	31,907.00	31,907.00	79.77%	8,093.00
RIPPER PARK IMPROVEMENTS	89,182.00	0.00	89,182.00	100.00%	0.00
PD FLOCK CAMERAS	30,000.00	0.00	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	0.00	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	55,877.00	277,200.00	8.26%	3,076,704.00

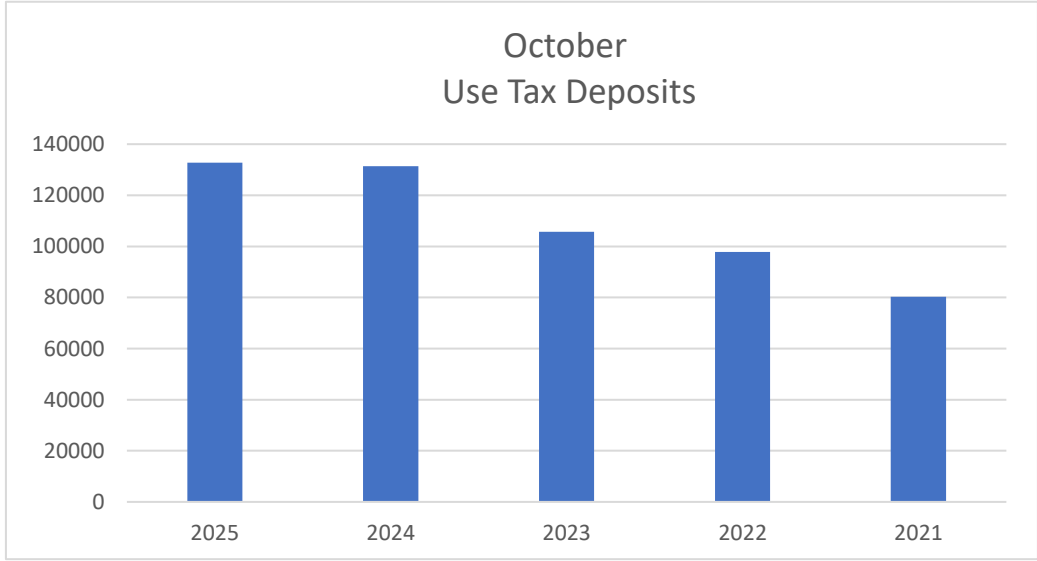
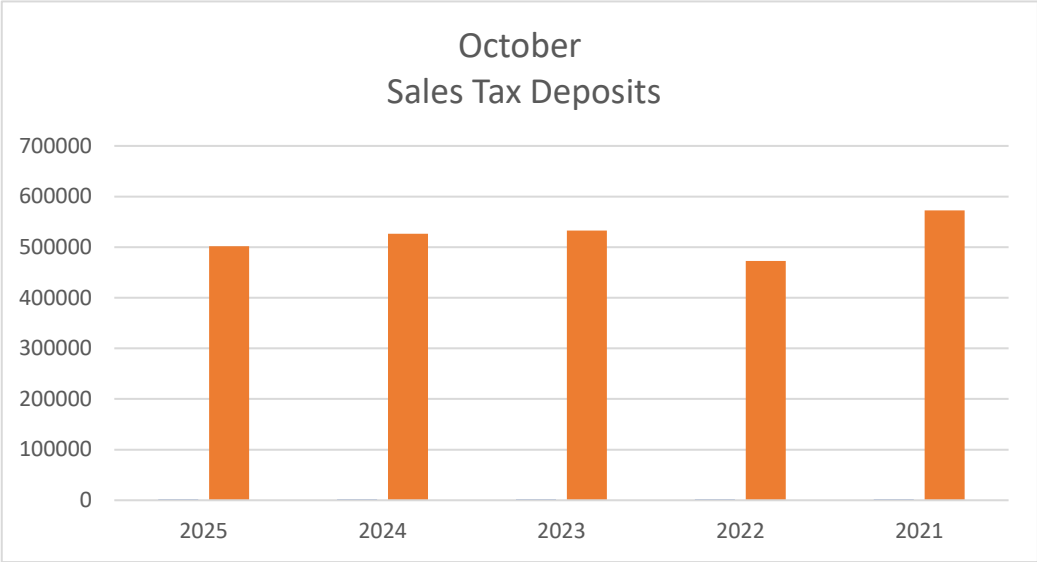
Revenues Over (under) Expenses	-263,601.00	38,633.00	78,693.00	-29.85%	-342,294.00
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Public Works Authority Monthly Income



Monthly Sales Tax Income





2025	1290742	1080374	971058	1006869			
2024	841396	911465	918734	964124	893056	816659	952486
2023	587933	1011854	1256233	869251	853959	803401	785532
2022	849237	797737	831807	869830	841026	847486	793097
2021	863434	869311	591403	744307	830388	613141	996668
2020	903965	722125	833619	657705	507556	651282	582771

	July	August	September	October	November	December	January
2025	488937	474791	513138	502094			
2024	524265	515257	492218	526482	536170	484992	451415
2023	472958	505600	504993	532517	475387	490513	476000
2022	518332	440755	481006	472504	460816	429198	459546
2021	417103	458359	467051	572550	439597.41	359189	470767
2020	397057	391297	409338	427585	446992	387052	392200

2025	502094
2024	526482
2023	532517
2022	472504
2021	572550
2020	427585

2025	132792
2024	131339
2023	105713
2022	97769
2021	80271
2020	62834

963532	911444	983583	952959	985038
766285	825029	832779	832077	823029
778030	790551	788860	791378	804125
740775	769183	787923	814676	821462
616657	613722	897859	791716	771629

February	March	April	May	June
501418	498911	471752	498332	470576
522929	484441	494223	507814	438167
509806	433733	501933	584044	470632
435347	456513	398011	507970	455892
404287	390405	390828	419747	424518

Bethany/Warr Acres Public Works Authority Authority
Financial Statement Summary
Year-To-Date for the Period Ending October 31st, 2024

	BUDGET	ACTUAL	33.33% OF BUDGET
BEGINNING FUND BALANCE	\$673,521	\$673,521	
REVENUES	\$3,765,816	\$1,242,916	33.01%
EXPENDITURES	-\$3,365,816	-\$679,118	20.18%
REVENUES OVER (UNDER) EXPENDITURES	\$1,073,521	\$1,237,319	
TRANSFERS IN	\$0	\$0	
TRANSFERS OUT	\$0	\$0	
NET OTHER	\$0	\$0	
INCREASE (DECREASE) TO BEGINNING FUND BALANCE	\$400,000	\$563,798	
ENDING FUND BALANCE (BEFORE BUDGETED RESERVE)	\$1,073,521	\$1,237,319	
BUDGETED RESERVE	\$0	\$0	
ENDING FUND BALANCE	\$1,073,521	\$1,237,319	
ENDING BALANCE AS A PERCENTAGE OF ANNUAL REVENUES	28.51%	32.86%	

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 Friday, November 1, 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, NOVEMBER 5, 2024

6:30 P.M.

MEMBERS PRESENT:	Nikki Lloyd	Chairman
	Jeff Knapp	Vice-Chairman
	Steve Palmer	Trustee
	Chris Powell	Trustee
	Brian Magirowsky	Trustee
	Marilyn McPhail	Trustee
	Ken Smart	Trustee
MEMBERS ABSENT:	Peter Plank	Trustee
	Kathy Larsen	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 7:56 P.M.

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

- A. APPROVAL OF MINUTES FROM THE OCTOBER 15, 2024, REGULAR MEETING.**
- B. APPROVAL OF CLAIMS: THESE CLAIMS HAVE BEEN FOUND TO BE IN ORDER BY STAFF AND PROPER AS TO FORM AND PROCEDURE AND ARE RECOMMENDED FOR PAYMENT. A COPY OF THE CLAIMS.**

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

ITEM NO. 2 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF NOTICE TO CITY CLERK REGARDING 2025 SCHEDULE OF REGULAR MEETINGS OF THE CITY COUNCIL, Bethany PUBLIC WORKS AUTHORITY, BETHANY HOSPITAL TRUST, BETHANY DEVELOPMENT AUTHORITY, PLANNING & ZONING COMMISSION, BOARD OF ADJUSTMENT, AND BETHANY ECONOMIC DEVELOPMENT AUTHORITY. (ELIZABETH GRAY, CITY MANAGER / RAY JONES, CITY ATTORNEY)**

A motion was made by Trustee Magirowsky, seconded by Trustee Smart to approve Notice to City Clerk regarding 2025 Schedule of Regular Meetings of the City Council, Bethany Public Works Authority, Bethany Hospital Trust, Bethany Development Authority, Planning & Zoning Commission, Board of Adjustment, and Bethany Economic Development Authority. Yes votes: Lloyd, Magirowsky, Knapp, Palmer, McPhail, Smart, 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. 4 on the agenda was **ADJOURN UNTIL NOVEMBER 19, 2024.**

Chairman Lloyd adjourned the Bethany Public Works Authority meeting at 7:56 P.M. until November 19, 2024.

CHAIRMAN

SECRETARY

BETHANY PUBLIC WORKS AUTHORITY

From: Michael Vaughn, Finance Director
Date: November 14, 2024
Subject: Claims list for the 11/19/2024 Bethany Public Works Authority Meeting

BETHANY PUBLIC WORKS AUTHORITY

FUND	AMOUNT
Bethany Public Works Authority	\$ 460,141.51
TOTAL	\$ 460,141.51

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 1,358,379.01
Bethany Public Works Authority	\$ 460,141.51
Bethany Hospital Trust	\$ 5,749.75
Bethany Development Authority	\$ -
TOTAL	\$ 1,824,270.27

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						
25-51512	10-3436	BANCFIRST	2013 REV. NOTE	11/2024	DEC. 2024	82,500.00
DEPARTMENT TOTAL:						82,500.00
DEPARTMENT: 02.0 FINANCE						
25-51290	10-005702	TPS TECHNICAL PROGRAMMING	WATER BILL PRINTING SVC	11/2024	119194	2,574.33
25-52194	10-1715	TYLER TECHNOLOGIES	INCDE ANNUAL FEES	11/2024	025-479556	39,845.22
DEPARTMENT TOTAL:						42,419.55
DEPARTMENT: 08.1 PUBLIC WORKS - ADMIN						
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES, INTERNET	11/2024	20241031	454.69
25-52038	10-1085	OKLAHOMA MUNICIPAL ASSURANCPROPERTY INS.		11/2024	20241201	53.75
DEPARTMENT TOTAL:						508.44
DEPARTMENT: 08.3 PUBLIC WORKS - SANIT						
25-52135	10-005321	AMAZON CAPITAL SERVICES, INC	INJOURNAL, PLANNERS, CALENDER	11/2024	1440254	16.31
25-51636	10-005350	FORCE PERSONNEL	TEMP FOR HELP FOR SANT	11/2024	79840	853.22
25-52181	10-005350	FORCE PERSONNEL	TEMP HELP	11/2024	79916	2,484.78
25-52150	10-006186	EARNHEART CRESCENT, LLC	4452UNLEAD&3474DIESEL	11/2024	24344444312035099	4,894.85
25-52120	10-0202	WASTE CONNECTIONS, INC	2ND QUARTER ROLLOFF FEES	11/2024	3367249V013	2,606.84
25-52193	10-0202	WASTE CONNECTIONS, INC	SEPT/OCTOBER CLEANUP	11/2024	3367352V013	46,912.32
25-51772	10-0812	J & R EQUIPMENT LLC	DUMPSTER STOPS FOR	11/2024	01W6235	3,000.00
25-52068	10-0812	J & R EQUIPMENT LLC	12 GRABBER PAD/ST	11/2024	01P19995	239.98
25-52038	10-1085	OKLAHOMA MUNICIPAL ASSURANCPROPERTY INS.		11/2024	20241201	111.00
25-52146	10-1622	WESTLAKE ACE HARDWARE	WD-40 AND CLEANER	11/2024	3504509	29.97
25-52208	10-1765	ROLL OFFS OF AMERICA INC	FREIGHT COST FOR DUNPSTER	11/2024	0060820-	600.00
25-52148	10-3081	PREMIER TRUCK/ATC FREIGHTLIFITTING AIR HOSE UNIT #92		11/2024	120808061	12.29
25-52119	10-4012	WASTE CONNECTIONS, INC	2ND QUARTER LANDFILL FEES	11/2024	31650	25,334.78
25-52121	10-4208	OKLAHOMA CITY TREASURY	2ND QUARTER HAZARDOUSWAST	11/2024	101024	2,923.00
DEPARTMENT TOTAL:						90,019.34

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08.4 PUBLIC WORKS - MAINT						
25-52069	10-005992	AEG PETROLEUM	55 GAL DRUM ANTIFREEZE	11/2024	888594	162.53
25-52150	10-006186	EARNHEART CRESCENT, LLC	4452UNLEAD&3474DIESEL	11/2024	24344444312035099	322.54
25-52140	10-0225	GENUINE PARTS	bench vice	11/2024	7092-073572	87.50
25-52038	10-1085	OKLAHOMA MUNICIPAL ASSURANCPROPERTY INS.		11/2024	20241201	128.88
25-52129	10-3331	RUCKER MECHANICAL	WASH BARN	11/2024	99020	255.00
DEPARTMENT TOTAL:						956.45
DEPARTMENT: 12.0 UTILITY - WATER PLANT						
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES, INTERNET	11/2024	20241031	668.64
25-52135	10-005321	AMAZON CAPITAL SERVICES, IN	JOURNAL, PLANNERS, CALENDER	11/2024	1440254	206.06
25-52169	10-005321	AMAZON CAPITAL SERVICES, IN	ELECTRICTAPERERECEIPT&DIARY	11/2024	0657865	50.00
25-52177	10-005321	AMAZON CAPITAL SERVICES, IN	SUPPLIES FOR WATERPLANT	11/2024	7230662	484.65
25-52150	10-006186	EARNHEART CRESCENT, LLC	4452UNLEAD&3474DIESEL	11/2024	24344444312035099	331.61
25-51919	10-0091	BRENNTAG SOUTHWEST INC	4200 GALS BLEACH	11/2024	BSW585414	9,110.60
25-51970	10-0091	BRENNTAG SOUTHWEST INC	2 TOTES AQUA AMMONIA	11/2024	BSW586068	1,093.18
25-52058	10-0669	HACH COMPANY	MONO/FREEAMMONIATESTPKT	11/2024	14241836	689.80
25-52038	10-1085	OKLAHOMA MUNICIPAL ASSURANCPROPERTY INS.		11/2024	20241201	8,884.50
25-51496	10-1402	PHILLIP STINCHCOMB LIVING T	WATER LEASE	11/2024	OCT2024	680.40
25-52180	10-2123	HOME DEPOT CREDIT SVCS	SUPPLIES TO REBUILD BLEAC	11/2024	008272/4013391	71.62
25-52017	10-3919	MISSISSIPPI LIME	25 TONS OF LIME	11/2024	CD36969	9,855.57
25-51754	10-4122	PUMPS AND CONTROLS	BLEACH&ALUM PUMP KIT	11/2024	30388970	792.62
DEPARTMENT TOTAL:						32,919.25
DEPARTMENT: 12.1 UTILITY - WATER LINE						
25-52135	10-005321	AMAZON CAPITAL SERVICES, IN	JOURNAL, PLANNERS, CALENDER	11/2024	1440254	45.94
25-52169	10-005321	AMAZON CAPITAL SERVICES, IN	ELECTRICTAPERERECEIPT&DIARY	11/2024	0657865	10.00
25-52150	10-006186	EARNHEART CRESCENT, LLC	4452UNLEAD&3474DIESEL	11/2024	24344444312035099	423.77
25-52038	10-1085	OKLAHOMA MUNICIPAL ASSURANCPROPERTY INS.		11/2024	20241201	111.50
25-52139	10-2123	HOME DEPOT CREDIT SVCS	WASHER	11/2024	WM87131404	388.50
25-52174	10-2123	HOME DEPOT CREDIT SVCS	PLASTIC WRAP FOR WRAPPING	11/2024	008875/4023796	99.96
25-52116	10-4352	MCBRIDE CLINIC	DRUG SCREENS	11/2024	20241101	32.00
DEPARTMENT TOTAL:						1,111.67

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 12.2 UTILITY - SEWER						
25-52155	10-004808	ADVANTAGE BATTERY OF OKLAHOBATTERIES		11/2024	116855	59.97
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES,INTERNET	11/2024	20241031	282.06
25-52135	10-005321	AMAZON CAPITAL SERVICES,	INJOURNAL,PLANNERS,CALENDER	11/2024	1440254	46.32
25-52169	10-005321	AMAZON CAPITAL SERVICES,	INELECTRICTAPERECEIPT&DIARY	11/2024	0657865	10.00
25-52150	10-006186	EARNHEART CRESCENT, LLC	4452UNLEAD&3474DIESEL	11/2024	24344444312035099	92.16
25-52038	10-1085	OKLAHOMA MUNICIPAL ASSURANCPROPERTY INS.		11/2024	20241201	786.75
25-51333	10-1785	BETHANY-WARR ACRES PWA	SEWER PROCESSING	11/2024	OCT 2024	158,925.00
25-52139	10-2123	HOME DEPOT CREDIT SVCS	WASHER	11/2024	WM87131404	388.50
25-52116	10-4352	MCBRIDE CLINIC	DRUG SCREENS	11/2024	20241101	32.00
DEPARTMENT TOTAL:						160,622.76
DEPARTMENT: 97.0 DEBT SERVICE						
25-51512	10-3436	BANCFIRST	2013 REV. NOTE	11/2024	DEC. 2024	8,484.67
25-51890	10-3436	BANCFIRST	24-0012-L OWRB-BPWA	11/2024	DEC 2024	40,599.38
DEPARTMENT TOTAL:						49,084.05
FUND TOTAL:						460,141.51

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BETHANY HOSPITAL TRUST MEETING

BETHANY CITY HALL

TUESDAY, NOVEMBER 5, 2024

6:30 P.M.

MEMBERS PRESENT:	Nikki Lloyd	Chairman
	Jeff Knapp	Vice-Chairman
	Steve Palmer	Trustee
	Chris Powell	Trustee
	Brian Magirowsky	Trustee
	Marilyn McPhail	Trustee
	Ken Smart	Trustee
MEMBERS ABSENT:	Peter Plank	Trustee
	Kathy Larsen	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 7:56 P.M.

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

- A. APPROVAL OF MINUTES FROM OCTOBER 15, 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 Smart, seconded by Trustee Magirowsky to approve the Consent Docket as presented. Yes Votes: Lloyd, Magirowsky, Knapp, McPhail, Palmer, Smart, Powell. No Votes: None. Motion passed.

ITEM NO. 2 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF NOTICE TO CITY CLERK REGARDING 2025 SCHEDULE OF REGULAR MEETINGS OF THE CITY COUNCIL, Bethany PUBLIC WORKS AUTHORITY, BETHANY HOSPITAL TRUST, BETHANY DEVELOPMENT AUTHORITY, PLANNING & ZONING COMMISSION, BOARD OF ADJUSTMENT, AND BETHANY ECONOMIC DEVELOPMENT AUTHORITY. (ELIZABETH GRAY, CITY MANAGER / RAY JONES, CITY ATTORNEY)**

A motion was made by Trustee Magirowsky, seconded by Vice-Chairman Knapp to approve Notice to City Clerk regarding 2025 Schedule of Regular Meetings of the City Council, Bethany Public Works Authority, Bethany Hospital Trust, Bethany Development Authority, Planning & Zoning Commission, Board of Adjustment, and Bethany Economic Development Authority. Yes votes: Lloyd, Magirowsky, Knapp, Palmer, McPhail, Smart, 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. 4 on the agenda was **ADJOURN UNTIL NOVEMBER 19, 2024**

Chairman Lloyd adjourned the Bethany Hospital Trust meeting at 7:57 P.M. until November 19, 2024.

CHAIRMAN

SECRETARY

BETHANY HOSPITAL TRUST

From: Michael Vaughn, Finance Director
Date: November 14, 2024
Subject: Claims list for the 11/19/2024 Bethany Hospital Trust Meeting

BETHANY HOSPITAL TRUST

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

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 1,358,379.01
Bethany Public Works Authority	\$ 460,141.51
Bethany Hospital Trust	\$ 5,749.75
Bethany Development Authority	\$ -
TOTAL	\$ 1,824,270.27

RECOMMENDATION

1. Approve claims as presented.



FUND: 051- BETHANY HOSPITAL TRUST

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
		DEPARTMENT: 99.0	TRANSFERS IN/OUT			
25-52038	10-1085	OKLAHOMA MUNICIPAL ASSURANCE	PROPERTY INS.	11/2024	20241201	5,749.75
					DEPARTMENT TOTAL:	5,749.75
					FUND TOTAL:	5,749.75

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BETHANY DEVELOPMENT AUTHORITY

BETHANY CITY HALL

TUESDAY, NOVEMBER 5, 2024

6:30 P.M.

MEMBERS PRESENT:	Nikki Lloyd	Chairman
	Jeff Knapp	Vice-Chairman
	Steve Palmer	Trustee
	Chris Powell	Trustee
	Brian Magirowsky	Trustee
	Marilyn McPhail	Trustee
	Ken Smart	Trustee
MEMBERS ABSENT:	Peter Plank	Trustee
	Kathy Larsen	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 7:57 P.M.

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

- A. APPROVAL OF MINUTES FROM OCTOBER 15, 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 Smart, seconded by Vice-Chairman Knapp to approve the Consent Docket as presented. Yes votes: Lloyd, Magirowsky, Knapp, McPhail, Palmer, Smart, Powell. No votes: None. Motion passed.

ITEM NO. 2 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF NOTICE TO CITY CLERK REGARDING 2025 SCHEDULE OF REGULAR MEETINGS OF THE CITY COUNCIL, Bethany PUBLIC WORKS AUTHORITY, BETHANY HOSPITAL TRUST, BETHANY DEVELOPMENT AUTHORITY, PLANNING & ZONING COMMISSION, BOARD OF ADJUSTMENT, AND BETHANY ECONOMIC DEVELOPMENT AUTHORITY. (ELIZABETH GRAY, CITY MANAGER / RAY JONES, CITY ATTORNEY)**

A motion was made by Vice-Chairman Knapp, seconded by Trustee Magirowsky to approve Notice to City Clerk regarding 2025 Schedule of Regular Meetings of the City Council, Bethany Public Works Authority, Bethany Hospital Trust, Bethany Development Authority, Planning & Zoning Commission, Board of Adjustment, and Bethany Economic Development Authority. Yes votes: Lloyd, Magirowsky, Knapp, Palmer, McPhail, Smart, 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. 4 on the agenda was **ADJOURN UNTIL NOVEMBER 19, 2024.**

Chairman Lloyd adjourned the Bethany Development Authority meeting at 7:58 P.M. until November 19, 2024.

CHAIRMAN

SECRETARY

BETHANY DEVELOPMENT AUTHORITY

From: Michael Vaughn, Finance Director
Date: November 14, 2024
Subject: Claims list for the 11/19/2024 Bethany Development Authority Meeting

BETHANY DEVELOPMENT AUTHORITY

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

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 1,358,379.01
Bethany Public Works Authority	\$ 460,141.51
Bethany Hospital Trust	\$ 5,749.75
Bethany Development Authority	\$ -
TOTAL	\$ 1,824,270.27

RECOMMENDATION

1. Approve claims as presented.

