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

AGENDA

BETHANY CITY COUNCIL

TUESDAY, DECEMBER 3, 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 19, 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. Ratification of City Manager Employment Agreement as approved by the Bethany City Council on 11/19/2024.
 - D. Approval of Budget Amendment 25-5.
4. Mayoral Certificate of Recognition for WWII Veteran and Choctaw elder Gilbert "Choc" Charleston.
5. Public Comment - Any person wishing to address the Council during Public Comment shall give their name, address, and city of residence to the City Clerk for the records PRIOR to the start of the meeting. *(Per Chapter 30 of the Bethany Code of Ordinances, there is a five-minute limit, and no action or discussion shall take place. All remarks shall be addressed to the Council as a body, and not to any member thereof.)*

6. Consideration and possible adoption of Resolution No. 1708, a resolution enacting and adopting a supplement to the Code of Ordinances of the City of Bethany, Oklahoma; notifying the public of publications of the supplement. *(Michael Vaughn, Finance Director)*
7. Consideration and possible approval of Engineering Design Contract with TEIM Design for Sidewalk Partnership Program Project – Phase 1 and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
8. Consideration and possible approval of Engineering Design Contract with TEIM Design for design of the NW 30th and Wilburn Sewer Line for an amount of \$21,766.00 and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
9. Consideration and possible approval of Engineering Design Contract with TEIM Design for General Obligation Bond Proposition 4 Drainage Improvements and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
10. Consideration and possible approval of Amendment No. 1 to 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 \$150,540.00 and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
11. Consideration and possible approval of Amendment No. 1 to Construction Contract with Brewer Construction Oklahoma, LLC for Peniel Sanitary Sewer Force Main for American Rescue Plan Act grant (NW 25th to NW 32nd) in the deduct amount of \$15,932.34 and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*.
12. Discussion regarding the merits of the initiative petitions regarding recall elections and subsidies and possible action to direct the city attorney to prepare a resolution for the City Council regarding the petitions. *(Ray Jones, City Attorney)*
13. 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”).*
14. City Attorney’s Report.
15. City Manager’s Report.
16. Mayor and Council Members Comments and Suggestions.
17. Adjourn until December 17, 2024.

BETHANY PUBLIC WORKS AUTHORITY

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2. Consideration and possible approval of Engineering Design Contract with TEIM Design for design of the NW 30th and Wilburn Sewer Line for an amount of \$21,766.00 and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
3. Consideration and possible approval of Engineering Design Contract with TEIM Design for General Obligation Bond Proposition 4 Drainage Improvements and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
4. Consideration and possible approval of Amendment No. 1 to 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 \$150,540.00 and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
5. Consideration and possible approval of Amendment No. 1 to Construction Contract with Brewer Construction Oklahoma, LLC for Peniel Sanitary Sewer Force Main for American Rescue Plan Act grant (NW 25th to NW 32nd) in the deduct amount of \$15,932.34 and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*.
6. 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")*.
7. Adjourn until December 17, 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 17, 2024.

BETHANY DEVELOPMENT AUTHORITY

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 - C. Ratification of City Manager Employment Agreement as approved by the Bethany City Council on 11/19/2024.
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 17, 2024.

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

NOTICE: On Thursday, 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.

BETHANY CITY COUNCIL MEETING

BETHANY CITY HALL

TUESDAY, NOVEMBER 19, 2024

6:30 P.M.

MEMBERS PRESENT:	Nikki Lloyd	Mayor
	Jeff Knapp	Vice-Mayor
	Ken Smart	Council Member
	Chris Powell	Council Member
	Steve Palmer	Council Member
	Brian Magirowsky	Council Member
	Marilyn McPhail	Council Member
	Peter Plank	Council Member
	Kathy Larsen	Council Member

MEMBERS ABSENT: None

OTHERS PRESENT:	Ray Jones	City Attorney
	Elizabeth Gray	City Manager
	Michael Vaughn	City Clerk/Treasurer
	Steve Manek	TEIM Design
	(See Roster)	

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

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

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

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

Mayor Lloyd reordered the agenda to move 6,7, and 8 to come before Item No. 3.

ITEM NO. 6 on the agenda was a **MAYORAL PROCLAMATION: SMALL BUSINESS SATURDAY.**

Brian Rooney who is a member of Bethany Economic Development Authority and the owner of Rooney Farms and Produce Gal accepted the proclamation on behalf of Bethany small businesses.

Mayor Lloyd declared November 30th as Small Business Saturday in Bethany Oklahoma.

ITEM NO. 7 on the agenda was a **MAYORAL PROCLAMATION: DAILY LIVING CENTERS 50TH ANNIVERSARY.**

Amanda Dirmeyer and Nelson Miller accepted the mayoral proclamation on behalf of the Daily Living Center.

ITEM NO. 8 on the agenda was a **MAYORAL CERTIFICATE OF ACHIEVEMENT FOR THE 2024 OKLAHOMA CLASS 4A LADY BRONCHO STATE VOLLEYBALL CHAMPIONS.**

Coach Kerri Cagle, Dr. Rueben Bellows, Superintendent, and seven girls from the Bethany Lady Broncho VolleyBall team received the Certificate of Achievement presented to the team for their State Championship win.

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

- A. APPROVAL OF MINUTES FROM 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 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
10213 EASTLAKE DR
11404 SPRINGCREEK RD
6399 NW 63RD ST
5936 NW 81st St

5917 EAST LAKE DR
10301 EASTLAKE DR
6303 NW 63RD ST
6409 NW 63RD ST
5908 NW 82nd Cir

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

ITEM NO. 4 on the agenda was **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.**

No requests were received by the City Clerk and no items were removed.

ITEM NO. 5 on the agenda was **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)*

A motion was made by Council Member Magirowsky, seconded by Council Member Smart to approve Resolution No. 1708. Yes votes: Knapp, Larsen, Palmer, Powell, Plank, McPhail, Magirowsky, Smart, Lloyd. No votes: None. Motion approved.

ITEM NO. 9 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.)**

A motion was made by Council Member Magirowsky, seconded by Council Member McPhail to extend Dale German's speaking time to an unlimited time limit. Yes votes: Knapp, Larsen, McPhail, Lloyd, Magirowsky, Plank, Smart, Powell, Palmer. No votes: None. Motion approved.

Dale German- 3001 Oakridge- Thanksgiving.
Brian Rooney- 4902 N. College- Small Business.

Mayor Lloyd reordered the agenda to have Item No. 21 and Item No. 22 before Item 10.

ITEM NO. 21 on the agenda was **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 motion was made by Council Member Magirowsky, seconded by Vice-Mayor Knapp to enter into executive session at 6:57 p.m. Yes votes: Larsen, Powell, Smart, Lloyd, Magirowsky, Plank, Palmer, Knapp, McPhail. No votes: None. Motion approved. Council Member McPhail did not enter the executive session.

A motion was made by Council Member Magirowsky, seconded by Council Member Plank to exit executive session at 7:36 p.m. Yes votes: Plank, Lloyd, Knapp, Magirowsky, Larsen, Smart, Powell, Palmer. No votes: None. Abstain: McPhail. Motion approved.

ITEM NO. 22 on the agenda was **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)**

A motion was made by Council Member Magirowsky, seconded by Council Member Smart to accept the City Manager's revised contract. Yes votes: Knapp, Larsen, Palmer, Powell, Plank, Magirowsky, Smart, Lloyd. No votes: McPhail. Motion approved.

ITEM NO. 10 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 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.)**

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.)

A motion was made by Council Member Powell, seconded by Council Member Plank to approve Resolution No. 1706. Yes votes: Powell, Larsen, Plank, Lloyd, Magirowsky. No votes: Palmer, McPhail. Abstain: Smart, Knapp. Motion approved.

ITEM NO. 12 on the agenda was DISCUSSION AND POSSIBLE ACTION TO APPROVE ANTI DISPLACEMENT AND RELOCATION PLAN FOR #19495 CDBG 24 WATER SYSTEM IMPROVEMENTS PROJECT. (ELIZABETH GRAY, CITY MANAGER)

A motion was made by Council Member Palmer, seconded by Council Member Smart to approve Anti Displacement and Relocation Plan for #19495 CDBG 24 Water System Improvement Project Yes votes: Knapp, Lloyd, Powell, Smart, Magirowsky, McPhail, Knapp, Plank, Palmer. Motion approved.

ITEM NO. 13 on the agenda was 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)

A motion was made by Council Member Magirowsky, seconded by Vice-Mayor Knapp to approve Resolution No. 1707. Yes votes: Knapp, Lloyd, Powell, Smart, Magirowsky, McPhail, Plank, Palmer, Larsen. No votes: None. Motion approved.

ITEM NO. 14 on the agenda was the 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;

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.

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.

B. CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 2067, ON READING BY TITLE ONLY.

A motion was made by Vice-Mayor Knapp, seconded by Council Member Smart to approve Ordinance No. 2067, on reading by title only. Yes votes: McPhail, Knapp, Smart, Lloyd, Plank, Larsen, Magirowsky, Palmer, Powell. No votes: None. Motion approved.

C. MOTION TO APPROVE SECTIONS 1-6 OF ORDINANCE NO. 2067.

A motion was made by Council Member Smart, seconded by Vice-Mayor Knapp to approve Sections 1-6 of Ordinance No. 2067. Yes votes: Knapp, Larsen, Palmer, Powell, Plank, McPhail, Magirowsky, Smart, Lloyd. No votes: None. Motion approved.

There was much discussion over declaring an emergency on this item.

A motion was made by Council Member Powell, seconded by Council Member Plank to approve the declaration of an emergency. Yes votes: Powell, Smart, Knapp, Plank, Larsen, Lloyd, Magirowsky. No votes: Palmer, McPhail. Motion approved.

ITEM NO. 15 on the agenda was **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)**

A motion was made by Council Member Palmer, seconded by Vice-Mayor Knapp to approve to ratify the 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. Yes votes: Powell, Lloyd, Knapp, Plank, Palmer, Larsen, Magirowsky, McPhail, Smart. No votes: None. Motion approved.

ITEM NO. 16 on the agenda was **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)**

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

ITEM NO. 17 on the agenda was **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)**

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

ITEM NO. 18 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL AU-**

THORIZING 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)

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

ITEM NO. 19 on the agenda was 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)

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

ITEM NO. 20 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) (TABLED AT THE NOVEMBER 5, 2024, REGULAR MEETING.)

A motion was made by Council Member Palmer, seconded by Council Member McPhail to approve the current 3 members to continue as the Utility Billing Policy Committee. Yes votes: Smart, McPhail, Powell, Palmer. No votes: Lloyd, Magirowsky. Abstain: Knapp, Plank, Larsen. Motion approved.

ITEM NO. 23 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. 24 on the agenda was the CITY ATTORNEY'S REPORT.

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

ITEM NO. 25 on the agenda was the CITY MANAGER'S REPORT.

Finance Director Michael Gray provided the monthly financial report.

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

ITEM NO. 26 on the agenda was **COUNCIL MEMBERS' ANNOUNCEMENTS, COMMENTS, AND PROPOSALS.**

ITEM NO. 27 on the agenda was **ADJOURN UNTIL DECEMBER 3, 2024.**

Mayor Lloyd adjourned the Bethany City Council meeting at 8:38 P.M. until December 3, 2024.

MAYOR

CITY CLERK

BETHANY CITY COUNCIL

From: Michael Vaughn, Finance Director
Date: November 26, 2024
Subject: Claims list for the 12/03/2024 City Council Meeting

GENERAL OPERATIONS FUND

FUND	AMOUNT
General Operations Fund	\$ 162,821.37
Public Safety Fund	\$ 1,668.74
Capital Improvement Fund	\$ -
Federal Grant Fund	\$ 179,603.08
2022A GO Bond	\$ 632,560.15
Municipal Court Fund	\$ -
Cemetery Fund	\$ -
TOTAL	\$ 976,653.34

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 976,653.34
Bethany Public Works Authority	\$ 117,174.06
Bethany Hospital Trust	\$ -
Bethany Development Authority	\$ -
TOTAL	\$ 1,093,827.40

RECOMMENDATION

1. Approve claims as presented.



FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01.0 MANAGEMENT						
25-51169	10-004660	MOTHER NATURE'S INC.	PEST/GOPHER	11/2024	1505254	120.00
25-52258	10-005321	AMAZON CAPITAL SERVICES,	INMISC OFFICE SUPPLIES	11/2024	3957019	60.56
25-52159	10-0668	HAYES ELECTRIC	ELECTRIC PLUG REPLACED	11/2024	86983	153.85
25-51334	10-1068	ONG	MONTHLY SERVICE	11/2024	20241113	231.95
25-52269	10-1085	OKLAHOMA MUNICIPAL ASSURANC2	QUARTER W/C	11/2024	20241117	311.61
25-52229	10-1509	TOM'S SPEEDY LOCK & KEY	SERCHANGE KEY CODES	11/2024	70345	160.00
25-52247	10-1509	TOM'S SPEEDY LOCK & KEY	SERNEW LOCKS/KEYS CITY HALL	11/2024	70350	403.00
25-51357	10-2274	OZARKA WATER COMPANY	MONTHLY RENTAL/WATER	11/2024	1021705	15.44
25-51285	10-3196	IMAGENET CONSULTING, LLC	PRINTER UP&DOWNSTAIRS	11/2024	INV1097641	186.92
25-52222	10-3216	BINSWANGER GLASS #609	DX & REPAIR LIBRARY DOOR	11/2024	0059175	202.50
25-51959	10-3348	COUNTY CLERK OKLA COUNTY	AD VALOREM COLLECTIONS	11/2024	2024-25	11,799.58
DEPARTMENT TOTAL:						13,645.41
DEPARTMENT: 02.0 FINANCE						
25-52272	10-006132	ARLEDGE	AUDIT 2024	11/2024	48267	6,375.00
25-52269	10-1085	OKLAHOMA MUNICIPAL ASSURANC2	QUARTER W/C	11/2024	20241117	71.91
25-51289	10-1749	RK BLACK INC.	PRINTER CS	11/2024	IN1189391	9.56
DEPARTMENT TOTAL:						6,456.47
DEPARTMENT: 03.0 COURT						
25-51681	10-006144	ROBERT BLACK, PLLC	PROSECUTOR	11/2024	013	1,430.00
25-51334	10-1068	ONG	MONTHLY SERVICE	11/2024	20241113	56.49
25-52269	10-1085	OKLAHOMA MUNICIPAL ASSURANC2	QUARTER W/C	11/2024	20241117	143.82
25-51076	10-3342	JANI-KING OF OKLAHOMA, INC.	JANITORIAL MONTHLY	11/2024	OKC11240231	640.66
DEPARTMENT TOTAL:						2,270.97
DEPARTMENT: 04.0 ENGINEERING						
25-51400	10-005900	TEIM DESIGN GROUP, PLLC	CONTRACT	11/2024	12965	19,744.50
DEPARTMENT TOTAL:						19,744.50

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 05.0		POLICE				
25-51122	10-004660	MOTHER NATURE'S INC.	Monthly Pest Control	11/2024	1505253	60.00
25-52270	10-004795	COMPUTER PROJECTS OF ILLINO	Annual Main Fee	11/2024	24-11-82-ME	198.00
25-51352	10-004912	DIGI GROUP	Copier Usage and Rent	11/2024	IN30698	138.16
25-52271	10-005321	AMAZON CAPITAL SERVICES, IN	Office Supplies	11/2024	9486650	145.36
25-52147	10-005373	CARD SERVICES/P1	Kansas TPK	11/2024	1858934	36.10
25-51155	10-005634	INNOVATIVE SECURITY OF OKLA	Monthly Monitoring Fee	11/2024	713421	22.95
25-51148	10-006044	HOUSE OF MODS LLC	Fleet Maintenance	11/2024	5552	898.98
25-52154	10-0225	GENUINE PARTS	Parts for City Garage	11/2024	074832	64.83
25-51635	10-0465	OK DEPT OF PUBLIC SAFETY	OLETS Monthly	11/2024	LET-016756	549.00
25-51529	10-1063	OG&E	MNTHLY SVC	11/2024	20241114	21.78
25-51334	10-1068	ONG	MONTHLY SERVICE	11/2024	20241113	493.08
25-52269	10-1085	OKLAHOMA MUNICIPAL ASSURANC	2 QUARTER W/C	11/2024	20241117	33,517.41
25-52230	10-1869	CLEET	C.LEE, D.LEE, NGU	11/2024	024516-LEE	300.00
25-52144	10-2123	HOME DEPOT CREDIT SVCS	Wood for Dispatch	11/2024	007519/5023779	53.69
25-52103	10-2369	STAN'S PLUMBING INC	Dispatch Bathroom	11/2024	23498	184.70
25-52293	10-2703	OKLAHOMA BODY WORKS INC	12-131 Repair	11/2024	25722	500.00
25-51373	10-4090	AT&T MOBILITY	Monthly Firstnet	11/2024	11192024	1,663.12
25-51374	10-4090	AT&T MOBILITY	Ethernet Line Monthly	11/2024	7593135906	746.99
DEPARTMENT TOTAL:						39,594.15
DEPARTMENT: 06.0		FIRE				
25-52190	10-006210	LETTERING EXPRESS OK, INC.	WALL GRAPHICS FOR FD	11/2024	81968	3,895.00
25-51529	10-1063	OG&E	MNTHLY SVC	11/2024	20241114	118.40
25-51334	10-1068	ONG	MONTHLY SERVICE	11/2024	20241113	223.52
25-52269	10-1085	OKLAHOMA MUNICIPAL ASSURANC	2 QUARTER W/C	11/2024	20241117	25,755.75
25-52241	10-2123	HOME DEPOT CREDIT SVCS	CLOSET RODS FOR FD	11/2024	019243/3163528	224.42
25-51374	10-4090	AT&T MOBILITY	Ethernet Line Monthly	11/2024	7593135906	746.98
25-52242	10-4251	SAM'S CLUB DIRECT FD	JANITORIAL SUPPLIES	11/2024	20241119-	339.16
DEPARTMENT TOTAL:						31,303.23
DEPARTMENT: 07.0		COMMUNITY DEV				
25-51955	10-004417	MCLAIN-CHITWOOD OFFICE	NAME PLATE	11/2024	233378	26.99
25-52026	10-004417	MCLAIN-CHITWOOD OFFICE	NAME PLATES	11/2024	233394	53.98
25-52098	10-004417	MCLAIN-CHITWOOD OFFICE	2025 CALENDARS	11/2024	233398	81.79
25-51657	10-005321	AMAZON CAPITAL SERVICES, IN	PENS	11/2024	1714-J4CN-3MH6	23.97
25-52223	10-005321	AMAZON CAPITAL SERVICES, IN	SUPPLIES	11/2024	1N63-J61D-3RDF	190.07
25-52188	10-005373	CARD SERVICES/P1	BANQUET	11/2024	4262512A	170.00
25-52050	10-005671	BOBBY C. MILLER	REIMBURSEMENT	11/2024	25-52050	52.73
25-52057	10-1	TIM MCCARTHEY	REIMBURSEMENT	11/2024	20241022	37.38
25-52269	10-1085	OKLAHOMA MUNICIPAL ASSURANC	2 QUARTER W/C	11/2024	20241117	3,348.63
25-51289	10-1749	RK BLACK INC.	PRINTER CS	11/2024	IN1189391	9.57
25-51285	10-3196	IMAGENET CONSULTING, LLC	PRINTER UP&DOWNSTAIRS	11/2024	INV1097641	57.31
25-52197	10-3348	COUNTY CLERK OKLA COUNTY	LIEN/RELEASE	11/2024	20241107	18.00
25-52198	10-3348	COUNTY CLERK OKLA COUNTY	LIEN RELEASE	11/2024	25-52198	18.00
DEPARTMENT TOTAL:						4,088.42

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08.1 PUBLIC WORKS - ADMIN						
25-51334	10-1068	ONG	MONTHLY SERVICE	11/2024	20241113	225.06
25-52269	10-1085	OKLAHOMA MUNICIPAL ASSURANC2	QUARTER W/C	11/2024	20241117	647.25
25-52254	10-2123	HOME DEPOT CREDIT SVCS	LADDER	11/2024	020119/2014392	24.94
25-51087	10-2442	SUMNERONE, INC.	MONTHLY COPIER MAINTENANC	11/2024	4116786	32.64
DEPARTMENT TOTAL:						929.89
DEPARTMENT: 08.2 PUBLIC WORKS - STREETS						
25-52072	10-0051	AMERICAN SUPPLY COMPANY	2 DOWNTOWN GLOBES	11/2024	50900	298.00
25-52278	10-005321	AMAZON CAPITAL SERVICES,	INBALACLAVA	11/2024	0594621	19.99
25-52203	10-006180	CENTERLINE SUPPLY INC.	4 SIGN POST	11/2024	ORD0129033	128.00
25-52217	10-0694	HASKELL LEMON CONST CO	3 TONS OF ASPHALT	11/2024	12003	163.20
25-51529	10-1063	OG&E	MNTHLY SVC	11/2024	20241114	16,130.55
25-52269	10-1085	OKLAHOMA MUNICIPAL ASSURANC2	QUARTER W/C	11/2024	20241117	10,935.51
25-52176	10-1329	SCHWARZ (BORAL) READY MIX	4 YARDS OF CONCRETE	11/2024	329221	672.00
25-52239	10-1329	SCHWARZ (BORAL) READY MIX	McCRORY PARK	11/2024	329501	742.50
25-52165	10-1527	TRAFFIC SIGNALS INC	REPLACE DETECTOR LOOP	11/2024	17363	2,475.00
25-52166	10-1527	TRAFFIC SIGNALS INC	REPAIR CONDUIT AND LOOP	11/2024	17364	2,115.00
25-52228	10-1622	WESTLAKE ACE HARDWARE	TWO TANK SPRAYER	11/2024	3504532	77.98
25-52243	10-2123	HOME DEPOT CREDIT SVCS	WOOD & SCREWS	11/2024	019850/3014319	49.86
25-52261	10-2123	HOME DEPOT CREDIT SVCS	ANCHORS	11/2024	021685/1025251	55.42
25-52151	10-4010	HARD HAT SAFETY & GLOVE	PPE SUPPLIES	11/2024	844-841-842-43-845	416.35
DEPARTMENT TOTAL:						34,279.36
DEPARTMENT: 08.4 PUBLIC WORKS - MAINT						
25-52269	10-1085	OKLAHOMA MUNICIPAL ASSURANC2	QUARTER W/C	11/2024	20241117	356.38
25-52280	10-1245	RAM PRODUCTS INC	REPAIR POWER WASHER	11/2024	52729	248.85
25-52151	10-4010	HARD HAT SAFETY & GLOVE	PPE SUPPLIES	11/2024	844-841-842-43-845	126.55
DEPARTMENT TOTAL:						731.78
DEPARTMENT: 08.5 PUBLIC WORKS - PARKS						
25-52220	10-005321	AMAZON CAPITAL SERVICES,	INBOOTS& GLOVES	11/2024	5985061	66.99
25-52257	10-005321	AMAZON CAPITAL SERVICES,	INLYSOL,PAPERTOWELS,SIGNS	11/2024	0909063	73.90
25-52278	10-005321	AMAZON CAPITAL SERVICES,	INBALACLAVA	11/2024	0594621	19.99
25-52149	10-0668	HAYES ELECTRIC	REPAIR ELECTRIC ON MEDIAN	11/2024	86927	6,600.00
25-52200	10-0883	LOCKE SUPPLY CO.	FUSES FOR LIGHTS McCRORY	11/2024	5409232-00	63.09
25-52214	10-0883	LOCKE SUPPLY CO.	LIGHTS BULB FOR McCRORY	11/2024	54060884-00	195.63
25-51529	10-1063	OG&E	MNTHLY SVC	11/2024	20241114	426.04
25-51334	10-1068	ONG	MONTHLY SERVICE	11/2024	20241113	41.57
25-52269	10-1085	OKLAHOMA MUNICIPAL ASSURANC2	QUARTER W/C	11/2024	20241117	2,010.51
25-52236	10-1622	WESTLAKE ACE HARDWARE	PADLOCK & SAW BLADES	11/2024	3504533	37.98
25-52246	10-1622	WESTLAKE ACE HARDWARE	PAINT4HYDRANT@DOGPARK	11/2024	3504536	27.96
25-52264	10-1622	WESTLAKE ACE HARDWARE	CONCRETE & POST HOLE DIG	11/2024	3504538	93.53
25-52151	10-4010	HARD HAT SAFETY & GLOVE	PPE SUPPLIES	11/2024	844-841-842-43-845	120.00
DEPARTMENT TOTAL:						9,777.19
FUND TOTAL:						162,821.37

FUND: 021- PUBLIC SAFETY FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 99.0		NON-DEPARTMENTAL				
25-52237	10-005308	SYNERGY DATACOM SUPPLY,	INCCables	11/2024	1207362	170.46
25-52231	10-005373	CARD SERVICES/P1	Lineup Room	11/2024	20241115	563.98
25-52233	10-006172	STERLING ELECTRIC	Labor Installs	11/2024	6835	341.10
25-52232	10-0883	LOCKE SUPPLY CO.	Outlets and Switches	11/2024	54085693-00	234.77
25-51906	10-4146	ACTION TARGET	CLEET TARGETS	11/2024	0607257-IN	358.43
DEPARTMENT TOTAL:						1,668.74
FUND TOTAL:						1,668.74

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		Sewer Project				
25-51406	10-005900	TEIM DESIGN GROUP, PLLC	PENIEL WASTEWATER	11/2024	12905	74,256.02
25-51532	10-006199	BREWER CONSTRUCTION OKLAHOMARPA	PENIEL NW25/32	11/2024	INVOICE #4	94,935.56
DEPARTMENT TOTAL:						169,191.58
DEPARTMENT: 41.0		Well and Wellfield Proj.				
25-51403	10-005900	TEIM DESIGN GROUP, PLLC	WELLFIED PROJECT	11/2024	12962	10,411.50
DEPARTMENT TOTAL:						10,411.50
FUND TOTAL:						179,603.08

FUND: 045- 2022A GO BOND ISSUE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		Projects				
25-51300	10-005500	TROY D RHODES & COMPANY,	INPROP 3-A ENGINEER	11/2024	04146	4,632.55
25-51389	10-005900	TEIM DESIGN GROUP, PLLC	PROP 1-C PRE CONSTRUCTION	11/2024	12961	10,781.00
25-51391	10-005900	TEIM DESIGN GROUP, PLLC	PROP 1-G PRE CONSTRUCTION	11/2024	12963	811.50
25-51407	10-005900	TEIM DESIGN GROUP, PLLC	ANIMAL CONTROL	11/2024	12964	2,057.25
25-51541	10-005900	TEIM DESIGN GROUP, PLLC	PROP 1A-H INSPECTION	11/2024	12966	4,516.50
25-52275	10-005900	TEIM DESIGN GROUP, PLLC	PASS THRU STANDARD ENG.	11/2024	126	329.83
25-52276	10-005900	TEIM DESIGN GROUP, PLLC	PASS THRU DEAN ENG.	11/2024	267	406.43
25-52277	10-005900	TEIM DESIGN GROUP, PLLC	PASS THRU STANDARD ENG	11/2024	29 AND 51	1,535.64
25-51405	10-006140	HOLLAND CONSTRUCTION, LLC	PROP 3B POLICE DEPT.	11/2024	INVOICE #8	52,648.91
25-51397	10-006153	ALL ROADS PAVING, INC.	PROP 1-F 44TH TO 50TH	11/2024	INVOICE #3	106,858.66
25-51399	10-006153	ALL ROADS PAVING, INC.	PROP 1-G 36TH TO 39TH	11/2024	INVOICE #3	447,981.88
DEPARTMENT TOTAL:						632,560.15
FUND TOTAL:						632,560.15

EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into this 19 day of November 2024, by and between the City of Bethany, Oklahoma, a municipal corporation, and Bethany Public Works Authority, a public trust, Bethany Development Authority and Bethany Hospital Trust, hereinafter collectively called "City," and Elizabeth Gray hereinafter called "Manager," both of whom understand as follows:

WITNESS:

WHEREAS, City desires to formalize the employment agreement of Elizabeth Gray, as City Manager of the City of Bethany pursuant to Section 3-1 of the Bethany City Charter, and as Manager of the City Trust Authorities.

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment, and to set working conditions of the Manager.

WHEREAS, the Council wishes to retain the services of the Manager and to provide an inducement for her to remain in such employment.

WHEREAS, it is the desire of the Council to make possible full work productivity and the exercise of professional judgment by assuring the Manager's morale and peace of mind with respect to future security.

WHEREAS, it is prudent to establish, in advance, a just means for terminating the Manager's service at such time as she may be unable fully to discharge her duties or when City may otherwise desire to terminate her employment; and

WHEREAS, the Manager desires employment as City Manager of the City of Bethany.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Section 1. DUTIES.

The Council hereby agrees to employ Elizabeth Gray as City Manager of the City to perform the functions and duties specified in the Charter and Ordinances of said City, and to perform other legally permissible and proper duties and functions as the Council shall from time to time assign.

Section 2. TERM.

A. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of the Manager at any time and without cause as provided in Section 3-1 of the charter of the City of Bethany, subject only to the provisions for severance pay set forth in Section 9 of this agreement. Nothing in this agreement is intended to create any right for continued employment of Manager, and Manager is an "at will" employee.

B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of Manager to resign at any time from her position with City by providing 60 days written notice to City.

C. Pursuant to Section 3-1 of the Charter of the City of Bethany, the Manager is appointed to indefinite term. The terms of this agreement shall be effective from the date this agreement is approved, until June 30, 2025. In the event written notice is not given by either party to the

other at least six months prior to the above date, then this agreement shall be automatically extended on the same terms and conditions for an additional period of one (1) year. This agreement shall continue thereafter for successive one (1) year periods unless City gives at least six (6) months written notice to the other party that the parties does not wish to extend this agreement for an additional one (1) year term. This paragraph is not intended to, and nothing in this agreement shall, be construed to fix a definite term of employment for the Manager.

Section 3. SALARY.

The City agrees to pay an annual base salary to the Manger for her services rendered, to be determined by the City, payable in installments at the same time as other employees of the City of Bethany are paid, currently being \$148,720. In addition, the City agrees to adjust the base salary and/or other benefits of the manager by 4% after October 31 of each year.

Section 4. RETIREMENT.

The City agrees to provide plans through the Oklahoma Municipal Retirement Fund. The first plan to be the same Defined Benefit Plan provided to non-uniformed employees. The City agrees to contribute an amount equal to the percentage the City contributes for non-uniformed employees. The City agrees to also contribute to a CMO plan for Manager in an amount equal to the highest contribution rate for covered uniformed employee group less the amount paid to the Defined Benefit Plan for general employees.

Section 5. PERFORMANCE EVALUATION.

Annually, the Council and the Manager may define performance objectives which they determine necessary for the proper operation of the City in the attainment of the council's policy goals. The Council and the Manager may further establish a relative priority among the objectives, and the same may generally be attainable within the time limitations as specified and the appropriations of the operating and/or capital budgets.

A. The Council may review and evaluate the performance of the Manager when it deems appropriate. The evaluation should assess the accomplishment of performance objectives and provide feedback and guidance for the Manager with respect to future performance.

B. Any evaluation conducted by the Council, including those identified in parts A and B above, shall be conducted in a confidential manner as authorized by state law.

Section 6. OUTSIDE EMPLOYMENT.

During the term of this agreement and any extensions, the Manager shall be a full-time City Manager. The Manager agrees to remain in the exclusive employment of the City until this agreement is terminated and not to work in the employment of another employer earlier than the date of termination. City Manager may teach, write or consult on the manager's own time.

Section 7. COMPENSATORY TIME OFF.

It is recognized that the Manager must devote a great deal of time outside normal office hours to the business of the City, and to that end she is authorized to take reasonable amounts of compensatory time off during normal office hours.

Section 8. VACATION, SICK, AND MISCELLANEOUS PAID LEAVE AND OTHER BENEFITS.

The City agrees to provide insurance (including but not limited to employee and dependent health, dental, vision, and life coverage), opportunity for participation in any cafeteria plan, 401-K type plan or other related plans, longevity pay, appropriate safety equipment, vehicle mileage reimbursement for all business related travel outside of the city limits, educational incentives, disability pay, holiday leave, family and medical leave, personal vacation leave, sick leave benefits, and other benefits in the same manner as such are provided to other general employees of the City, except as otherwise provided herein. With respect to leave, no payment in lieu of leave will be made under any circumstances except as permitted under Section 9. City shall provide Manager with appropriate iPad, computer, and cell phone for business use. The City shall pay \$500/month as a car allowance. The Manager shall for purposes of calculating benefits under section 5.1 of the Oklahoma Municipal Retirement Fund Master Defined Benefit Plan Joinder Agreement executed on December 5, 2023 shall not have any early retirement reduction applied.

Section 9. TERMINATION, SEVERANCE BENEFIT AND RESIGNATION.

- A. In the event the Council wishes to terminate the Manager for cause before the expiration of this agreement or any extension thereof and during a time that the Manager is willing to perform her duties under this agreement, then the City shall:
1. Give a sixty-day written notice of its intent to terminate the Manager's services for cause and provide the City Manager not less than twenty business days to provide a written response prior to any final Council action.
 2. The Council may meet and confer with the Manager to discuss the notice and response.
 3. If the Manager's employment is terminated as authorized by state law, the Manager is entitled to severance by a lump sum payment of twelve months of salary and twelve months of C.O.B.R.A. premiums. Upon submission of a properly executed claim in the amount of such severance pay, the Council shall approve the claim for payment.
 4. The City Council reserves the right to suspend the City Manager with pay during the term of this agreement.
 5. Upon termination, City shall pay Manager all accrued but unspent vacation and sick leave.
- B. The terms of paragraph A (3) do not apply if the Manager is terminated with cause amounting to criminal activity.
- C. In the event the Council at any time during the term of this agreement or any extension thereof reduces the salary or other financial benefit of the Manager in a greater percentage than an applicable across-the-board reduction for all other employees of the City; or the City Charter of the City of Bethany is amended to delete the Council/Manager form of

government; then the Manager may, at her option, be deemed to be terminated effective at the date of such reduction, change, or action, and shall be entitled to the severance pay of paragraph A. (3) of this Section at the rate of pay in effect prior to the reduction, change, or action. Upon submission of a properly executed claim in the amount of such severance pay, the Council shall approve the claim for payment.

- D. The parties acknowledge that circumstances may arise where, to avoid adverse publicity to the Council or Manager, such as harassment, abuse, or conduct by city council or its members that interferes with the City Manager's authority to administer the daily operations of the city and its trusts, the Manager may tender her resignation from employment conditioned upon the receipt of severance pay as mutually agreed in conference as provided in paragraph A. (2). Should the Council act to accept the conditional resignation, then upon submission of a properly executed claim in the amount of such severance pay, the Council shall approve the claim for payment.
- E. If the Manager becomes permanently or temporarily disabled due to sickness, accident, injury, mental incapacity, or health and is unable to perform her duties, and during such period of disablement the Council chooses to terminate her employment, then the City agrees to pay the Manager for all accrued sick leave and annual leave.
- F. Should the Manager resign before the expiration of this agreement or any extension thereof other than under the conditions of paragraph D of this Section, the Manager shall give the City written notice at least 60 days in advance of the effective date of resignation, unless the parties otherwise agree. No termination payments will be made to Manager upon her resignation except as provided in Paragraph D.

Section 10. GENERAL EXPENSES.

In addition to the base salary and other benefits provided elsewhere in this agreement, the Manager shall be provided the following:

- A. The City shall reimburse Manager for Manager's business expenses of a job-affiliated nature, including but not limited to, entertainment, business, attendance of civic functions, and miscellaneous job-affiliated expenses. If Manager elects to become an active member of a local civic club, such as, Rotary, Lions Club, Kiwanis, or other recognized club, City shall pay dues to said club.
- B. The City shall reimburse Manager for travel and subsistence expenses of the Manager upon submittal of a properly documented claim or purchase order for travel outside of the Bethany City Limits. Mileage will be paid according to IRS standard mileage rates for the current year.
- C. The City will pay relocation expenses for Manager to relocate to the Bethany area from Sand Springs. The payment shall be for actual out of pocket expenses paid to a third party for moving Manger's personal property to the Bethany area but not to exceed \$4,000.00 unless an additional amount is approved by the City Council. Payment will be made to Manager upon her presenting written paid receipts for the relocation expenses.

Section 11. DUES AND SUBSCRIPTIONS.

The City agrees to budget and pay reasonable professional dues and subscriptions of the Manager necessary for her continuation and full participation in national, regional, state, and local associations and organizations desirable for her professional growth and advancement, and for the good of the City. These expenses shall be itemized by the Manager in the annual budget. Typically, these shall include International City Manager's Association, City Manager's Association of Oklahoma, Oklahoma Municipal League, Oklahoma Municipal Management Services, National League of Cities, and the like.

Section 12. PROFESSIONAL DEVELOPMENT.

The City hereby agrees to budget and pay for the travel and subsistence expenses of the Manager, upon submittal of a properly documented claim or purchase order, for reasonable travel to meetings, short courses, institutes, and seminars adequate to continue her professional development, or to attend official functions on behalf of the City. Such occasions shall include, but not be limited to, the annual conference of the International City Management Association and any national, state, and local governmental groups or committees of which the Manager is a member. These expenses shall be itemized by the Manager in the annual budget.

Section 13. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

The Council, in consultation with the Manager, may fix any other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Manager. Other fringe benefits and working conditions applicable generally to management employees of the City, as the same now exist or may later be amended, shall also apply to the Manager, except where different benefits and conditions are specifically enumerated within this agreement or are inconsistent with its terms.

As soon as reasonably practical the Manager shall become an actual resident of the City as required by the Charter of the City of Bethany.

The Council shall arrange for the Manager to have access to the records of any other public trust for which the City of Bethany is sole or partial beneficiary, and typically shall have appropriate authority as one of the trustees, a senior administrator, or senior aide and alternate to any Bethany Councilmember who serves on such other public trust.

Section 14. NOTICES.

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

CITY: Bethany City Council c/o
City Clerk
PO Box 219
6700 N. W. 36th Street Bethany, Oklahoma 73008

MANAGER :

The City agrees to budget and pay reasonable professional dues and subscriptions of the Manager necessary for her continuation and full participation in national, regional, state, and local associations and organizations desirable for her professional growth and advancement, and for the good of the City. These expenses shall be itemized by the Manager in the annual budget. Typically, these shall include International City Manager's Association, City Manager's Association of Oklahoma, Oklahoma Municipal League, Oklahoma Municipal Management Services, National League of Cities, and the like.

Section 12. PROFESSIONAL DEVELOPMENT.

The City hereby agrees to budget and pay for the travel and subsistence expenses of the Manager, upon submittal of a properly documented claim or purchase order, for reasonable travel to meetings, short courses, institutes, and seminars adequate to continue her professional development, or to attend official functions on behalf of the City. Such occasions shall include, but not be limited to, the annual conference of the International City Management Association and any national, state, and local governmental groups or committees of which the Manager is a member. These expenses shall be itemized by the Manager in the annual budget.

Section 13. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

The Council, in consultation with the Manager, may fix any other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Manager. Other fringe benefits and working conditions applicable generally to management employees of the City, as the same now exist or may later be amended, shall also apply to the Manager, except where different benefits and conditions are specifically enumerated within this agreement or are inconsistent with its terms.

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City Clerk
PO Box 219
6700 N. W. 36th Street Bethany, Oklahoma 73008

MANAGER :

Alternatively, notices may be personally served on the parties. Notice shall be deemed given as of the date of personal service or as of the date of deposit of written notice in the United States Postal Service.

Section 15. GENERAL PROVISIONS.

- A. The text herein shall constitute the entire agreement between the parties and this agreement can only be amended in writing signed by both parties.
- B. This agreement shall be binding upon and inure to the benefit of the heirs at law and personal representative of the Manager.
- C. If any provision, section, or subsection of this agreement shall be held unconstitutional, invalid, or unenforceable for any reason, such holding shall not be construed to impair or invalidate the remainder of this agreement, notwithstanding such holding.

IN WITNESS WHEREOF, the parties have executed this Employment Agreement, the day, month, and year above written.

ATTEST:


CITY CLERK

CITY OF BETHANY, OKLAHOMA

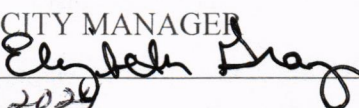

MAYOR



BETHANY PUBLIC WORKS AUTHORITY


CHAIRMAN

CITY MANAGER


CITY MANAGER

Approved as to form and legality on November 19, 2024


CITY ATTORNEY

CITY OF BETHANY

From: Michael Vaughn, Finance Director
Date: 12/3/2024
Subject: Budget Amendment 25-5

BACKGROUND

At the November 19th City Council meeting, the Bethany City Council approved the purchase of two Route 66 Monument signs at a price of \$35,000 each. The Bethany Economic Development Authority (BEDA) has voted to provide \$35,000 and the City is to solicit donations for the remaining amount.

The City Council of the City of Warr Acres was invited to share in the cost of a monument sign on the east side of Route 66. On November 19, 2024, Warr Acres approved matching funds for the cost of the sign. One side of the sign will read Bethany and the other will read Warr Acres. The City of Bethany is currently working with the City of Oklahoma City for a similar cost sharing agreement for a monument sign on the west side of Bethany on Route 66.

The proposed Budget Amendment 25-5 appropriates \$70,000 for the purchase of the signs and recognizes the transfer from BEDA, as well as additional miscellaneous revenues to be received for this purpose.

RECOMMENDATION

1. Approve Budget Amendment 25-5(attached).



ADDITIONAL COMMENTS

This project is being funded through a BEDA matching grant.

Approval of and authorization to execute Budget Amendment Number BA# 25-5

BUDGET AMENDMENT FORM



Funds: General Fund
Amendment #: BA# 25-5
Fiscal Year: FY2025

<u>Account #</u>	<u>Account Name</u>	<u>Estimated Revenue</u>		<u>Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
General Fund					
010-508.2-404	Projects			70,000	
010-39010	Miscellaneous Revenue	35,000			
010-599.9-886	Transfer In - BEDA	35,000			
TOTALS		<u>70,000</u>	<u>-</u>	<u>70,000</u>	<u>-</u>

EXPLANATION: 11 OS Section 17-216 B

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

Budget Amendment 25-5 Appropriates funds for the purchase of two Route 66 monument signs and budgets for the transfer of funds from BEDA and outside sources to purchase them.

Date & Signature of Mayor: _____ x _____ Date

Date & Signature of City Manager: _____ x _____ Date

Date Approved by City Council: December 3, 2024 _____

General Fund

Unappropriated Fund Balance Remaining After Amendment: **\$3,424,642.00**

BETHANY CITY COUNCIL

From: Michael Vaughn, Finance Director
Date: November 26, 2024
Subject: 2024 S-21 Supplement to the Bethany Code of Ordinances

BACKGROUND

American Legal Publishing Corporation of Cincinnati, Ohio has completed the 2024 S-21 supplement to the Bethany Code of Ordinances. This supplement contains all the ordinance of a general and permanent nature enacted since the prior supplement. The City of Bethany City Code (codified ordinances) are available on our website.

This resolution adopts the supplement and authorizes the City Clerk to make appropriate distribution. The City of Bethany adopts a codification resolution annually.

RECOMMENDATION

1. Adopt Resolution No. 1708 as presented.

ADDITIONAL COMMENTS

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

RESOLUTION NO. 1708

A RESOLUTION ENACTING AND ADOPTING A SUPPLEMENT TO THE CODE OF ORDINANCES OF THE CITY OF BETHANY, OKLAHOMA; NOTIFYING THE PUBLIC OF PUBLICATIONS OF THE SUPPLEMENT.

WHEREAS, American Legal Publishing Corporation of Cincinnati, Ohio, has completed the 2024 S-21 supplement to the Code of Ordinances of the City of Bethany, Oklahoma, which supplement contains all ordinances of a general and permanent nature enacted since the prior supplement to the Code of Ordinances of the City of Bethany; and,

WHEREAS, it is necessary to provide for the usual daily operation of the City of Bethany and for the immediate preservation of the public peace, health, safety, and general welfare of the City of Bethany that this resolution take effect at an early date.

NOW, THEREFORE, BE IT ORDAINED AND RESOLVED by the City Council of the City of Bethany, Oklahoma:

Section 1. That the 2024 S-21 supplement to the Code of Ordinances of the Political Subdivision as submitted by American Legal Publishing Corporation of Cincinnati, Ohio, and as attached hereto, be and the same is hereby adopted by reference as if set out in its entirety.

Section 2. Such supplement shall be deemed published as of the day of its adoption and approval by the City Council, and the Clerk of the City of Bethany is hereby authorized and ordered to insert such supplement into the copy of the Code of Ordinances kept on file in the Office of the Clerk, and to file a copy of this supplement with the County Law Library of Oklahoma County and a copy of this Resolution with the Oklahoma County Clerk.

*****END*****

The foregoing Resolution was duly adopted and approved by the Mayor and City Council

of the City of Bethany, Oklahoma, on the _____ day of _____, 2024, after compliance with notice requirements of the Open Meeting Law (25 OSA, Sections 301, et seq.).

MAYOR

ATTEST:

CITY CLERK

Approved as to form and legality on _____, 2023.

CITY ATTORNEY

Receipt of 2024 S-21 supplement to the Bethany Code of Ordinances is hereby acknowledged.

OKLAHOMA COUNTY LAW LIBRARIAN

Filed with the Oklahoma County Clerk on _____, 2024, at Book _____,
Page_____.

COUNTY CLERK

BETHANY CITY COUNCIL

From: Elizabeth Gray, City Manager
Date: December 3, 2024
Subject: Discussion and possible approval of Engineering Design Contract for Sidewalk Partnership Program Project – Phase 1 with TEIM Design.

BACKGROUND

On September 26, 2024, the Traffic Committee voted to place an item on the City Council Agenda for sidewalk construction partnership opportunities with SNU and Bethany Public Schools. On October 15, 2024, the City Council voted to approve the opportunity with the entities sharing costs in the amount of \$50,000 each. The proposed sidewalk locations include:

- Project 1 Location: NW 43rd from Asbury to College. There is no sidewalk on either side of the street to allow safe passage for children to walk to school. Possibly locate a new sidewalk on the south side of the street.
- Project 2 Location: N. Mueller from NW 43rd to NW 44th. There is currently no sidewalk along the east side of Mueller in this area, so pedestrians are forced to use the street or walk through the grassed area to the sidewalk that exists north and south of this location.
- Project 3 Location: N. Mueller south of NW 42nd Street. There is currently a gap in the sidewalk that children use from the high school to get to the church parking lot.

Staff recommends approval of the attached contract for an amount of \$26,000.00.

RECOMMENDATION

1. Approve Engineering Design Contract between the City of Bethany and TEIM Design for design of the Sidewalk Partnership Program Project – Phase 1.

ADDITIONAL COMMENTS

Funding will come from the Streets, Sidewalk and Drainage fund from the City of Bethany Capital Improvement Plan, Bethany Public Schools, and SNU.



CITY OF BETHANY, OKLAHOMA ENGINEERING CONTRACT

This contract entered into between the City of Bethany, Oklahoma, hereinafter called the “City”; and TEIM Design, PLLC., 3020 NW 149th Street, Oklahoma City, Oklahoma, hereinafter called the “Engineer”. This _____ day of December 2024 for the purpose of providing engineering services, contract documents, and construction inspection for the Sidewalk Partnership Program Project – Phase 1, hereinafter referred to as the PROJECT;

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

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

SECTION I

A. BASIC SERVICES OF ENGINEER

1. The Engineer shall perform professional services as hereinafter stated which include normal civil, surveying, and geotechnical activities as required.
2. To comply with all federal, state, and local laws, regulations, and ordinances applicable to the work.
3. That prior to beginning the work, the Engineer shall obtain and furnish current copies (certificates) to the City of:
 - a) Workers’ Compensation Insurance in accordance with the laws of the State of Oklahoma.
 - b) Policy Limits: The insurance coverage and limits required of the Engineer under this Contract are designed to meet the minimum requirements of the City and its participating trusts.
 - c) Commercial General Liability Insurance. The Engineer shall provide and maintain commercial general liability insurance coverage sufficient to meet the maximum cumulative liability of all parties to this Contract, including the City and any public trust participating in the Project, under the Governmental Tort Claims Act, 51 O.S. § 151 et seq., (GTCA) and any amendment or addition thereto, as provided herein.

Property damage liability in an amount not less than Two Hundred Thousand Dollars (\$200,000.00) per claimant for loss, damage to or destruction of property,

including but not limited to consequential damages arising out of a single accident or occurrence.

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

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

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

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

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

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

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

7. Indemnity

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

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

9. Preliminary Design Phase

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

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

10. Final Design Phase

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

- 10.1 On the basis of the accepted preliminary design plans, incorporate in the contract documents final plans, quantities, construction estimates, and specifications to show the character and scope of the work to be performed by the Contractors on the PROJECT.
- 10.2 Furnish to City such documents and design data as may be required and assist in the preparation of the required documents so that the City may obtain approvals of such governmental authorities as have jurisdiction over design criteria applicable to the PROJECT and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.
- 10.3 Advise the City of any adjustments to their latest opinion of probable project cost caused by changes in design requirements or construction costs and furnish a revised opinion of probable project cost based on the drawings and specifications.
- 10.4 Prepare bid forms, notice to bidders, instruction to bidders, general conditions, and supplementary conditions, and assist in the preparation of other related documents.
- 10.5 Furnish three (3) copies of the above documents and present and review them in person with the City.
- 10.6 Furnish five (5) copies of the approved final design documents to the City.

- 10.7 Assist the City in the acquisition of the required local, State and Federal government permits (ODEQ, OWRB, etc.) and private permits (railroad, utility, etc.). The Engineer shall at no additional cost to City provide sets of construction plans and specifications as may be necessary for application of such permits.

11. Advertising and Bidding Phase

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

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

12. Construction Phase

During the Construction Phase, the Engineer shall:

- 12.1 Consult with and advise the City and act as their representative. All of the City's instructions to contractor(s) will be issued through the City Manager or their designated representative.
- 12.2 Make monthly visits to the site to observe as an experienced and qualified design professionals, the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the contract document; they shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of work; shall not be responsible for the means, methods, techniques, sequences or

procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). Their efforts will be directed toward providing assurance for City that the completed PROJECT will conform to the contract documents; but they shall not be responsible for the failure of Contractor(s) to perform construction work in accordance with the contract documents. During such visits and on the basis of their on-site observances, they shall provide the City written reports on the progress, performance, and quality of the work. The Engineer shall endeavor to guard the City against defects and deficiencies in the work of Contractor(s) and may recommend to City the disapproval or rejection of work as failing to conform to the contract documents.

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

SECTION 2

CITY RESPONSIBILITIES

The City Shall:

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

Said payments to be made based on monthly invoices for hours worked or percent complete on lump sum projects.
2. Provide full information as to their requirements for the project.
3. Assist the Engineer by placing at their disposal all available information pertinent to the project including previous reports and any other data relative to design and construction of the PROJECT.

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

SECTION 3

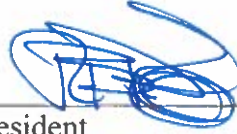
It is further mutually agreed by the City and the Engineer that:

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

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

TEIM DESIGN, PLLC.

ATTEST:



President

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

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

My Commission Expires/Commission Number: _____
Notary Public

10-04-2027 / 19010036 (Seal)

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

THE CITY OF BETHANY

ATTEST:

City Clerk

Mayor

EXHIBIT "A"
Scope of Services Services

CITY OF BETHANY
Sidewalk Partnership Program Project – Phase 1

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

- a. NW 43rd from Asbury to College
- b. N. Mueller between NW 43rd & NW 44th
- c. N. Mueller South of 42nd

Surveying – CEC

- 1) Topography, control - \$10,000
- 2) Property depictions and research for easements - \$3,500

Total Surveying cost - \$13,500 Lump Sum

Engineering

- 1) Engineering - \$12,500

Total Engineering Cost - \$12,500

The total cost of Services for this work is \$26,000 lump sum.

EXHIBIT "B"

Compensation for Hourly Engineering Services & Payments

Compensation.

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

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

Payments.

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

EXHIBIT "C"
EQUAL OPPORTUNITY CLAUSE

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT “D”

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

See also § 200.471.

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

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REV. NO.	DATE	DRWN	CHKD	REMARKS

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



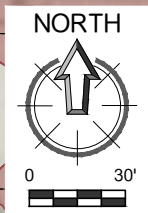
THE CITY OF BETHANY
PROPOSED SIDEWALK IMPROVEMENTS

CIVIL
 PROJECT 1 LOCATION MAP



SHEET NO.
PLM-1
 SHEET 1 OF 3

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REV. NO.	DATE	DRWN	CHKD	REMARKS

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



THE CITY OF BETHANY
 PROPOSED SIDEWALK IMPROVEMENTS

CIVIL
 PROJECT 2 LOCATION MAP

SHEET NO.
 PLM-2
 SHEET 2 OF 3

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REV. NO.	DATE	DRWN	CHKD	REMARKS

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



THE CITY OF BETHANY
 PROPOSED SIDEWALK IMPROVEMENTS

CIVIL
 PROJECT 3 LOCATION MAP



SHEET NO.
 PLM-3
 SHEET 3 OF 3

Agenda: 12/03/2024
Item: 8
BPWA Item: 2

BETHANY CITY COUNCIL
BETHANY PUBLIC WORKS AUTHORITY

From: Elizabeth Gray, City Manager
Date: December 3, 2024
Subject: Discussion and possible approval of Engineering Design Contract for NW 30th and Wilburn Sewer Line with TEIM Design.

BACKGROUND

Staff has been contacted by a property owner on N. Wilburn concerning issues with their existing sanitary sewer service that appears to be connected to a public line on the east side of Wilburn, not in their yard. This issue was only discovered while investigating the customer concern. This project would place a sewer line in the easement in the backyard of the homes on the west side of Wilburn from NW 30th north to 3108 N. Wilburn and have the capacity to serve 4 existing homes along Wilburn.

Staff recommends approval of the attached contract for an amount of \$21,766.00.

RECOMMENDATION

1. Approve Engineering Design Contract between the City of Bethany and TEIM Design for design of the NW 30th and Wilburn Sewer Line.

ADDITIONAL COMMENTS

This project will be funded through contingency leaving \$63,234 in the Contingency Fund.



CITY OF BETHANY, OKLAHOMA ENGINEERING CONTRACT

This contract entered into between the City of Bethany, Oklahoma, hereinafter called the "City"; and TEIM Design, PLLC., 3020 NW 149th Street, Oklahoma City, Oklahoma, hereinafter called the "Engineer". This _____ day of December 2024 for the purpose of providing engineering services, contract documents, and construction inspection for NW 30th and Wilburn Sewer Line Project, hereinafter referred to as the PROJECT;

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

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

SECTION 1

A. BASIC SERVICES OF ENGINEER

1. The Engineer shall perform professional services as hereinafter stated which include normal civil, surveying, and geotechnical activities as required.
2. To comply with all federal, state, and local laws, regulations, and ordinances applicable to the work.
3. That prior to beginning the work, the Engineer shall obtain and furnish current copies (certificates) to the City of:
 - a) Workers' Compensation Insurance in accordance with the laws of the State of Oklahoma.
 - b) Policy Limits: The insurance coverage and limits required of the Engineer under this Contract are designed to meet the minimum requirements of the City and its participating trusts.
 - c) Commercial General Liability Insurance. The Engineer shall provide and maintain commercial general liability insurance coverage sufficient to meet the maximum cumulative liability of all parties to this Contract, including the City and any public trust participating in the Project, under the Governmental Tort Claims Act, 51 O.S. § 151 et seq., (GTCA) and any amendment or addition thereto, as provided herein.

Property damage liability in an amount not less than Two Hundred Thousand Dollars (\$200,000.00) per claimant for loss, damage to or destruction of property,

including but not limited to consequential damages arising out of a single accident or occurrence.

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

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

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

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

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

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

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

7. Indemnity

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

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

9. Preliminary Design Phase

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

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

10. Final Design Phase

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

- 10.1 On the basis of the accepted preliminary design plans, incorporate in the contract documents final plans, quantities, construction estimates, and specifications to show the character and scope of the work to be performed by the Contractors on the PROJECT.
- 10.2 Furnish to City such documents and design data as may be required and assist in the preparation of the required documents so that the City may obtain approvals of such governmental authorities as have jurisdiction over design criteria applicable to the PROJECT and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.
- 10.3 Advise the City of any adjustments to their latest opinion of probable project cost caused by changes in design requirements or construction costs and furnish a revised opinion of probable project cost based on the drawings and specifications.
- 10.4 Prepare bid forms, notice to bidders, instruction to bidders, general conditions, and supplementary conditions, and assist in the preparation of other related documents.
- 10.5 Furnish three (3) copies of the above documents and present and review them in person with the City.
- 10.6 Furnish five (5) copies of the approved final design documents to the City.

- 10.7 Assist the City in the acquisition of the required local, State and Federal government permits (ODEQ, OWRB, etc.) and private permits (railroad, utility, etc.). The Engineer shall at no additional cost to City provide sets of construction plans and specifications as may be necessary for application of such permits.

11. Advertising and Bidding Phase

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

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

12. Construction Phase

During the Construction Phase, the Engineer shall:

- 12.1 Consult with and advise the City and act as their representative. All of the City's instructions to contractor(s) will be issued through the City Manager or their designated representative.
- 12.2 Make monthly visits to the site to observe as an experienced and qualified design professionals, the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the contract document; they shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of work; shall not be responsible for the means, methods, techniques, sequences or

procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). Their efforts will be directed toward providing assurance for City that the completed PROJECT will conform to the contract documents; but they shall not be responsible for the failure of Contractor(s) to perform construction work in accordance with the contract documents. During such visits and on the basis of their on-site observances, they shall provide the City written reports on the progress, performance, and quality of the work. The Engineer shall endeavor to guard the City against defects and deficiencies in the work of Contractor(s) and may recommend to City the disapproval or rejection of work as failing to conform to the contract documents.

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

SECTION 2

CITY RESPONSIBILITIES

The City Shall:

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

Said payments to be made based on monthly invoices for hours worked or percent complete on lump sum projects.
2. Provide full information as to their requirements for the project.
3. Assist the Engineer by placing at their disposal all available information pertinent to the project including previous reports and any other data relative to design and construction of the PROJECT.

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

SECTION 3

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

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

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

TEIM DESIGN, PLLC.

ATTEST:



President

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

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

My Commission Expires/Commission Number: _____
Notary Public

10-04-2027 / 19010036 (Seal)

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

THE CITY OF BETHANY

ATTEST:

City Clerk

Mayor

EXHIBIT "A"
Scope of Services Services

CITY OF BETHANY
NW 30th and Wilburn Sewer Line

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

Surveying – CEC

- 1) Topography, control (property corners), finish floor elevations of homes - \$8,634
 - 2) Property depictions and research for easements - \$4,869
 - 3) One Time Easement Staking - \$900
- Total Surveying cost - \$14,403 Lump Sum

Engineering

- 1) Engineering - \$7,160
 - 2) ODEQ Permit Fee - \$203
- Total Engineering Cost - \$7,363

The total cost of Engineering Services for this work is \$21,766 lump sum.

EXHIBIT “B”

Compensation for Hourly Engineering Services & Payments

Compensation.

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

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

Payments.

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

B. Final payments for assigned projects shall not be deemed to waive any rights or obligations of the parties to this Contract.

EXHIBIT "C"
EQUAL OPPORTUNITY CLAUSE

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT “D”

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

See also § 200.471.

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

Agenda: 12/03/2024
Item: 9
BPWA Item: 3

BETHANY CITY COUNCIL
BETHANY PUBLIC WORKS AUTHORITY

From: Elizabeth Gray, City Manager
Date: December 3, 2024
Subject: Discussion and possible approval of Engineering Contract for G.O. Bond Proposition 4 – Drainage Improvements with TEIM Design

BACKGROUND

On August 23, 2022, citizens of Bethany passed General Obligation Bond, Proposition 4, that included Drainage Improvements.

Several locations in the City have been identified that currently have Corrugated Metal Pipe under roadways. This contract would evaluate these locations and inspect the drainage structures to determine the material type, size, evaluate the condition of the pipe and joints, and create a visual log to determine if repairs or replacement is needed.

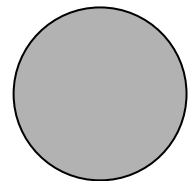
Staff recommends approval of the attached contract for an amount of \$15,000.00

RECOMMENDATION

1. Approve Engineering Contract between the City of Bethany and TEIM Design for G.O. Bond Proposition 4 – Drainage Improvements.

ADDITIONAL COMMENTS

The project will be funded by GO Bond Proposition 4.



CITY OF BETHANY, OKLAHOMA ENGINEERING CONTRACT

This contract entered into between the City of Bethany, Oklahoma, hereinafter called the "City"; and TEIM Design, PLLC., 3020 NW 149th Street, Oklahoma City, Oklahoma, hereinafter called the "Engineer". This _____ day of December 2024 for the purpose of providing inspection and engineering services for G.O. Bond Proposition 4 - Drainage, hereinafter referred to as the PROJECT;

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

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

SECTION 1

A. BASIC SERVICES OF ENGINEER

1. The Engineer shall perform professional services as hereinafter stated which include normal civil, surveying, and geotechnical activities as required.
2. To comply with all federal, state, and local laws, regulations, and ordinances applicable to the work.
3. That prior to beginning the work, the Engineer shall obtain and furnish current copies (certificates) to the City of:
 - a) Workers' Compensation Insurance in accordance with the laws of the State of Oklahoma.
 - b) Policy Limits: The insurance coverage and limits required of the Engineer under this Contract are designed to meet the minimum requirements of the City and its participating trusts.
 - c) Commercial General Liability Insurance. The Engineer shall provide and maintain commercial general liability insurance coverage sufficient to meet the maximum cumulative liability of all parties to this Contract, including the City and any public trust participating in the Project, under the Governmental Tort Claims Act, 51 O.S. § 151 et seq., (GTCA) and any amendment or addition thereto, as provided herein.

Property damage liability in an amount not less than Two Hundred Thousand Dollars (\$200,000.00) per claimant for loss, damage to or destruction of property,

including but not limited to consequential damages arising out of a single accident or occurrence.

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

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

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

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

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

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

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

7. Indemnity

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

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

9. Preliminary Design Phase

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

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

10. Final Design Phase

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

- 10.1 On the basis of the accepted preliminary design plans, incorporate in the contract documents final plans, quantities, construction estimates, and specifications to show the character and scope of the work to be performed by the Contractors on the PROJECT.
- 10.2 Furnish to City such documents and design data as may be required and assist in the preparation of the required documents so that the City may obtain approvals of such governmental authorities as have jurisdiction over design criteria applicable to the PROJECT and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.
- 10.3 Advise the City of any adjustments to their latest opinion of probable project cost caused by changes in design requirements or construction costs and furnish a revised opinion of probable project cost based on the drawings and specifications.
- 10.4 Prepare bid forms, notice to bidders, instruction to bidders, general conditions, and supplementary conditions, and assist in the preparation of other related documents.
- 10.5 Furnish three (3) copies of the above documents and present and review them in person with the City.
- 10.6 Furnish five (5) copies of the approved final design documents to the City.

- 10.7 Assist the City in the acquisition of the required local, State and Federal government permits (ODEQ, OWRB, etc.) and private permits (railroad, utility, etc.). The Engineer shall at no additional cost to City provide sets of construction plans and specifications as may be necessary for application of such permits.

11. Advertising and Bidding Phase

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

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

12. Construction Phase

During the Construction Phase, the Engineer shall:

- 12.1 Consult with and advise the City and act as their representative. All of the City's instructions to contractor(s) will be issued through the City Manager or their designated representative.
- 12.2 Make monthly visits to the site to observe as an experienced and qualified design professionals, the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the contract document; they shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of work; shall not be responsible for the means, methods, techniques, sequences or

procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). Their efforts will be directed toward providing assurance for City that the completed PROJECT will conform to the contract documents; but they shall not be responsible for the failure of Contractor(s) to perform construction work in accordance with the contract documents. During such visits and on the basis of their on-site observances, they shall provide the City written reports on the progress, performance, and quality of the work. The Engineer shall endeavor to guard the City against defects and deficiencies in the work of Contractor(s) and may recommend to City the disapproval or rejection of work as failing to conform to the contract documents.

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

SECTION 2

CITY RESPONSIBILITIES

The City Shall:

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

Said payments to be made based on monthly invoices for hours worked or percent complete on lump sum projects.
2. Provide full information as to their requirements for the project.
3. Assist the Engineer by placing at their disposal all available information pertinent to the project including previous reports and any other data relative to design and construction of the PROJECT.

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

SECTION 3


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

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

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

ATTEST:

TEIM DESIGN, PLLC.



STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

President

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

My Commission Expires/Commission Number: _____
Notary Public

10-04-2027 / 19010036 (Seal)

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

ATTEST:

THE CITY OF BETHANY

City Clerk

Mayor

EXHIBIT "A"
Scope of Services Services

CITY OF BETHANY
G.O. Bond Proposition 4 – Drainage

The Scope of Work shall include the inspection of existing drainage structures to verify pipe size and material, and evaluate and document the condition of the pipes, manholes, and junction boxes. The locations are:

1. NW 36th & Rockwell
2. NW 30th & Rockwell
3. NW 30th & Council
4. N. Glade at NW 28th
5. NW 23rd & Rockwell
6. NW 16th & Rockwell

The total cost of Engineering Services for this work is \$15,000 lump sum.

EXHIBIT “B”

Compensation for Hourly Engineering Services & Payments

Compensation.

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

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

Payments.

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

B. Final payments for assigned projects shall not be deemed to waive any rights or obligations of the parties to this Contract.

EXHIBIT "C"
EQUAL OPPORTUNITY CLAUSE

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT “D”

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

See also § 200.471.

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

Agenda: 12/03/2024
Item: 10
BPWA Item: 4

BETHANY CITY COUNCIL
BETHANY PUBLIC WORKS AUTHORITY

From: Elizabeth Gray, City Manager
Date: December 3, 2024
Subject: Approval of Amendment No. 1 to 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. The City Council awarded the construction contract to Urban Contractors, LLC in the amount of \$1,650,475.00 on November 19, 2024. Amendment No. 1 is to amend unit quantities for manhole rehabilitation to ensure all ARPA funds are encumbered before the end of the year in the amount of \$150,540.00 for a revised contract amount of \$1,801,015.00

RECOMMENDATION

1. Approval of Amendment No. 1 to 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 \$150,540.00.

ADDITIONAL COMMENTS

This project is funded by Federal ARPA funds





TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

November 21, 2024

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

Re: Peniel Avenue Sanitary Sewer Lift Station and Pipe Bursting Improvements
Amendment No. 1

Dear Ms. Gray:

I. AMENDMENT NO. 1 - SCOPE AND JUSTIFICATION

The scope of Amendment No. 1 is adjusting bid quantities to match available funding from American Rescue Plan Act. To maximize funds available for the project, bid item 23, sanitary sewer manhole rehabilitation has been increased to receive maximum funding for the project

II. COST ESTIMATE

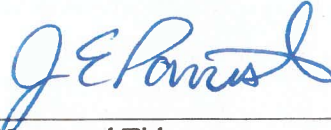
See Attachment A for the cost breakdown for the deduct Amendment No. 1.

PENIEL AVENUE SANITARY SEWER IMPROVEMENTS (BASE BID LIFT STATION)				Urban Contractors, LLC		Amendment 1	
ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST	QUANTITY	TOTAL COST
23	SANITARY SEWER MANHOLE REHABILITATION	VERTICAL FOOT	15	\$ 1,000.00	\$ 15,000.00	150.54	\$ 150,540.00
					\$ 1,650,475.00		\$ 150,540.00

Base Bid Amount: \$1,650,475.00
 Amendment 1 Amount: \$150,540.00
 Revised Contract Amount: \$1,801,015.00

The above and foregoing is hereby accepted this ____ day of November 2024 and the undersigned agrees to perform the work as so indicated in this Amendment No. 1 with said adjustments in the contract sum.

Urban Contractors, LLC



Name and Title
J.E. Parrish, LLC Manager

The prices shown for the Amendment were established by competitive bidding in the original contract and not subject to the Oklahoma Competitive Bidding Act.



Patrick Garrett, P.E.

City Attorney

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

ATTEST:

CITY CLERK

MAYOR

Agenda: 12/03/2024
Item: 11
BPWA Item: 5

BETHANY CITY COUNCIL
BETHANY PUBLIC WORKS AUTHORITY

From: Elizabeth Gray, City Manager
Date: July 16, 2024
Subject: Approval of Amendment No. 1 to Construction Contract with Brewer Construction Oklahoma, LLC for Peniel Sanitary Sewer Force Main for American Rescue Plan Act grant (NW 25th to NW 32nd)

BACKGROUND

The City of Bethany received funds provided by the Federal Government through the American Rescue Plan Act (ARPA) totaling \$3,372,962. 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 line 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 June 21, 2024. City Council awarded the construction contract to Brewer Construction Oklahoma, LLC in the amount of \$843,436 on July 16, 2024. Amendment No. 1 is to reconcile the final quantities for the project which results in a deduct of \$15,932.34 and a revised contract amount of \$827,503.66

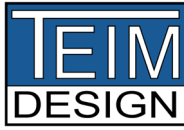
RECOMMENDATION

1. Approval of Amendment No. 1 to Construction Contract with Brewer Construction Oklahoma, LLC for Peniel Sanitary Sewer Force Main for American Rescue Plan Act grant (NW 25th to NW 32nd) in the deduct amount of \$15,932.34.



ADDITIONAL COMMENTS

This is a federal ARPA funded project.



TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

November 21, 2024

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

Re: Peniel Avenue Sanitary Sewer Improvements
NW 25th Street to NW 32nd Street
Amendment No. 1

Dear Ms. Gray:

I. AMENDMENT NO. 1 - SCOPE AND JUSTIFICATION

The scope of Amendment No. 1 is to reconcile bid quantities for the completion of work to close out the project. The project has been completed and this amendment is to adjust quantities based on field conditions for the completion of the project and results in a net cost deduction.


II. COST ESTIMATE

See Attachment A for the cost breakdown for the deduct Amendment No. 1.

Base Bid Amount:	\$843,436.00
Amendment 1 Amount:	<u>(\$15,932.34)</u>
Revised Contract Amount:	\$827,503.66


The above and foregoing is hereby accepted this ____ day of November 2024 and the undersigned agrees to perform the work as so indicated in this Amendment No. 1 with said adjustments in the contract sum.

Brewer Construction Ok, LLC



Name and Title
Kevin Brewer Manager

The prices shown for the Amendment were established by competitive bidding in the original contract and not subject to the Oklahoma Competitive Bidding Act.



Patrick Garrett, P.E.

City Attorney

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

ATTEST:

CITY CLERK

MAYOR

ATTACHMENT A
BETHANY - PENIEL AVE SEWER IMPROVEMENTS (NW 25TH TO NW 32ND STREET)

Summary of Pay Quantities - INCREASE

Item Number	Title	Quantity	Unit	Unit Cost	Total Cost	Revised Quantity	Quantity Increase	Cost Increase	Revised Amount
3	TRENCH EXCAVATION AND BACKFILL - ZERO (0 FT) TO TEN (10 FT)	3,880.00	linear foot	\$ 61.00	\$ 236,680.00	3910.00	30.00	\$ 1,830.00	\$ 238,510.00
8	ASPHALTIC CONCRETE TYPE "S5" (PG64-22OK)	100	ton	\$242.00	\$24,200.00	195.51	95.51	\$ 23,113.42	\$ 47,313.42
9	ASPHALTIC CONCRETE TYPE "S3" (PG64-22OK)	200	ton	\$164.00	\$32,800.00	374.27	174.27	\$ 28,580.28	\$ 61,380.28
22	ASPHALT PAVEMENT REMOVAL	1,700	square yard	\$18.00	\$30,600.00	2078.00	378.00	\$ 6,804.00	\$ 37,404.00
23	PAVEMENT CUT AND PERMENANT REPAIR (CONCRETE) (W/REBAR)	65	square yard	\$114.00	\$7,410.00	139.44	74.44	\$ 8,486.16	\$ 15,896.16
25	SOLID SLAB SODDING (U-3 BERMUDA)	45	square yard	\$28.00	\$1,260.00	235.55	190.55	\$ 5,335.40	\$ 6,595.40
27	6IN X 45 DEGREE BEND (DIP) COMPACT (MJ)	4	each	\$1,274.00	\$5,096.00	5.00	1.00	\$ 1,274.00	\$ 6,370.00
28	8IN X 45 DEGREE BEND (DIP) COMPACT (MJ)	4	each	\$1,607.00	\$6,428.00	5.00	1.00	\$ 1,607.00	\$ 8,035.00

Summary of Pay Quantities - DEDUCT

Item Number	Title	Quantity	Unit	Unit Cost	Total Cost	Revised Quantity	Quantity Decrease	Cost Deduct	Revised Amount
4	TRENCH EXCAVATION AND BACKFILL - ZERO (0 FT) TO FIFTEEN (15	20	linear foot	\$72.00	\$1,440.00	0.00	(20.00)	\$ (1,440.00)	\$0.00
5	EMBEDMENT MATERIAL	700	cubic yard	\$75.00	\$52,500.00	488.72	(211.28)	\$ (15,846.00)	\$36,654.00
6	AGGREGTE BASE (TYPE 'A')	2,350	cubic yard	\$60.00	\$141,000.00	1561.64	(788.36)	\$ (47,301.60)	\$93,698.40
10	SANITARY SEWER FORCEMAIN (AWWA C900 DR14) (6 INCH)	710	linear foot	\$32.00	\$22,720.00	690.00	(20.00)	\$ (640.00)	\$22,080.00
11	SANITARY SEWER FORCEMAIN (AWWA C900 DR14) (8 INCH)	3,245	linear foot	\$38.00	\$123,310.00	3220.00	(25.00)	\$ (950.00)	\$122,360.00
13	ABANDONING SEWER	55	cubic yard	\$287.00	\$15,785.00	14.00	(41.00)	\$ (11,767.00)	\$4,018.00
30	8IN X 11 1/4 DEGREE BEND (DIP) COMPACT (MJ)	8	each	\$1,581.00	\$12,648.00	4.00	(4.00)	\$ (6,324.00)	\$6,324.00
31	SANITARY SEWER MANHOLE REHABILITATION	14	vertical feet	\$621.00	\$8,694.00	0.00	(14.00)	\$ (8,694.00)	\$0.00

Cost Increase	\$	77,030.26
Cost Decrease	\$	(92,962.60)
Amendment Total	\$	(15,932.34)

**CITY ATTORNEY REPORT REGARDING POSSIBLE IMPACTS OF THE INITIATIVE
PETITION REGARDING SUBSIDIES AND INCENTIVES TO CORPORATIONS AND
BUSINESSES**

Mayor and members of the Council,

This is my report regarding the initiative petition regarding the subsidy and its potential impact on the City of Bethany. The ballot item is as follows:

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.

To reduce the language to more simplistic terms, the proposed changes will prohibit the allocation of money controlled by the city to any corporation or business as a subsidy or incentive. According to Black's law dictionary, a subsidy is defined as a grant, usually by the government, to any enterprise whose promotion is considered to be in the public interest. There is no legal definition for incentive, but common language definitions in Oxford, Merriam Webster, and Cambridge dictionaries generally define incentive as a payment or concession to stimulate an activity or investment. Thus, the charter change would not prevent contracts where money is paid to a corporation or business for fair consideration or exchange of goods or services. Black's law dictionary defines fair consideration as consideration that is honest, reasonable, and free from suspicion, but not strictly adequate or full. Fair consideration is generally equal in value to the

thing being exchanged. Rather, it will prevent the exchange of money as a grant or as inducement to the business or corporation.

With respect to the interpretation of an initiative, “all doubt as to the construction of pertinent provisions is resolved in favor of the initiative.” In re Initiative Petition No. 403, 2016 OK 1 at ¶ 3, 367 P.3d 472.

So, what are the potential impacts of the charter change if it is passed?

- Charter changes are not retroactive. When amendments “represent substantive changes to existing law, they cannot be retroactively applied absent an express Legislative intent.” *Reimers v. State, ex rel. Dep't of Corr.*, 2011 OK CIV APP 83, ¶ 30, 257 P.3d 416, 421; *see also*, § 9:29. Direct amendment of constitutional charters—Procedure. Thus, any “subsidy or incentive” currently granted or awarded will not be affected.
- The charter provision does not distinguish businesses or corporations. Thus, the city and its agencies would be prevented from giving money as a subsidy or incentive to **any** businesses, sole proprietorships, associations, limited partnerships, limited liability companies, B corporations, C corporations, S corporations, or non-profit corporations. This also means municipal corporations.
- The charter provision may have unintended consequences with mutual cooperation agreements that are entered into in the future.
- A subsidy includes grants, so any program in Bethany in which the city awards a grant to a business or corporation, to include non-profit organizations would be prohibited.

- The measure would prevent the city from providing a tax rebate to a business in order to induce the entity to build within the city as occurred with 7-Eleven several years ago.
- The measure would prevent the city from acting as a passthrough agency to promote the public interest. For example, grants and programs the city may participate in could not be utilized to assist a business or corporation to promote events or services for the public interest.
- The measure will likely affect the future operation of the city pool by the YMCA as the terms of the agreement require a reimbursement to the YMCA of expenses not covered by revenue.
- The measure may prevent the waiver of fees for a business or corporation. For example, local veterinarians would not be able to hold an event in the park, without paying the required fees, for reduced cost vaccinations.
- The measure would prevent the City of Bethany from establishing any future Tax Increment Financing (TIF) Districts. The Oklahoma Constitution at Article 10 Section 6C establishes the basis for TIFs within the state. Generally, the constitutional provision allows the use of local taxes and fees for public investment, the development or redevelopment of unproductive areas of economic stagnation or decline. The constitution authorizes the Legislature to grant municipalities the power to provide incentives, exemptions, and other forms of relief from taxation in areas exhibiting economic stagnation or decline. The constitution further provides the Legislature may authorize municipalities to use local taxes and fees for specific public investments or assistance in development financing. Counties may also use local taxes and fees as a specific revenue source for other public entities in the area and may direct apportionment of the taxes and fees specified for

the economic development purposes. The Oklahoma Constitution does not require or mandate the grant of authority to municipalities. Consequently, a charter municipality is not required by the state constitution to permit TIF districts. This means the charter may be amended to prevent this activity. It is my opinion that this charter amendment would prevent future TIF districts. TIF districts essentially act as a rebate procedure similar to the 7-Eleven agreement.

- The measure will likely impede the City of Bethany's ability to utilize the opioid settlement funds because the city would be restricted from providing a grant to medical facilities within the city for opioid treatment or abatement.
- The measure could have unintended consequences with the transfer of money between the agencies of the city to the city itself since it is a corporation. Thus, money that resides in the LWPA may no longer be authorized to be transferred to the city without fair consideration, if the measure passes.
- BEDA's Bethany BIG program, the Bethany Improvement Grant would be eliminated.

These are just a few of the potential impacts that legal and staff were able to identify since the last council meeting that could occur with the passage of the ballot measure.

NOTICE: On Thursday, November 14, 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 19, 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
	Peter Plank	Trustee
	Kathy Larsen	Trustee
MEMBERS ABSENT:	None	
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 8:38 P.M.

ITEM NO. 1 on the agenda was **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.**

A motion was made by Trustee Magirowsky, seconded by Trustee Vice-Chairman Knapp to approve the Consent Docket as presented. Lloyd, Magirowsky, Knapp, McPhail, Palmer, Smart, Powell, Plank, Larsen. No

votes: none. Motion approved.

ITEM NO. 2 on the agenda was **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)**

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

ITEM NO. 3 on the agenda was **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)**

A motion was made by Vice-Chairman Knapp, seconded by Trustee Smart to approve to ratify the 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. Yes votes: Powell, Lloyd, Knapp, Plank, Palmer, Larsen, Magirowsky, McPhail, Smart. No votes: None. Motion approved.

ITEM NO. 4 on the agenda was **NEW BUSINESS (AS DEFINED BY THE OKLAHOMA OPEN MEETING ACT § 311 (A) (9) AS "MATTERS NOT KNOWN ABOUT OR WHICH COULD NOT HAVE REASONABLY BEEN FORESEEN PRIOR TO THE TIME OF POSTING THE AGENDA")**.

None

ITEM NO. 5 on the agenda was **ADJOURN UNTIL DECEMBER 3, 2024.**

Chairman Lloyd adjourned the Bethany Public Works Authority meeting at 8:40 P.M. until December 3, 2024.

CHAIRMAN

SECRETARY

BETHANY PUBLIC WORKS AUTHORITY

From: Michael Vaughn, Finance Director
Date: November 26, 2024
Subject: Claims list for the 12/03/2024 Bethany Public Works Authority Meeting

BETHANY PUBLIC WORKS AUTHORITY

FUND	AMOUNT
Bethany Public Works Authority	\$ 117,174.06
TOTAL	\$ 117,174.06

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 976,653.34
Bethany Public Works Authority	\$ 117,174.06
Bethany Hospital Trust	\$ -
Bethany Development Authority	\$ -
TOTAL	\$ 1,093,827.40

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				
25-52273	10-005216	PERDUE BRANDON FIELDER COLLCOLLECTIONS		11/2024	7735	19.71
DEPARTMENT TOTAL:						19.71
DEPARTMENT: 02.0		FINANCE				
25-52269	10-1085	OKLAHOMA MUNICIPAL ASSURANC2 QUARTER W/C		11/2024	20241117	95.88
25-51289	10-1749	RK BLACK INC.	PRINTER CS	11/2024	IN1189391	19.14
DEPARTMENT TOTAL:						115.02
DEPARTMENT: 08.1		PUBLIC WORKS - ADMIN				
25-51334	10-1068	ONG	MONTHLY SERVICE	11/2024	20241113	225.06
25-52269	10-1085	OKLAHOMA MUNICIPAL ASSURANC2 QUARTER W/C		11/2024	20241117	47.94
25-52254	10-2123	HOME DEPOT CREDIT SVCS	LADDER	11/2024	020119/2014392	24.94
25-52117	10-3042	ACCURATE ENVIRONMENTAL	DEQ REQUIRED TESTING	11/2024	GK04024	1,472.00
DEPARTMENT TOTAL:						1,769.94
DEPARTMENT: 08.3		PUBLIC WORKS - SANIT				
25-52220	10-005321	AMAZON CAPITAL SERVICES,	INBOOTS& GLOVES	11/2024	2561810	59.99
25-52257	10-005321	AMAZON CAPITAL SERVICES,	INLYSOL,PAPERTOWELS,SIGNS	11/2024	0909063	20.72
25-52278	10-005321	AMAZON CAPITAL SERVICES,	INBALACLAVA	11/2024	0594621	96.49
25-52181	10-005350	FORCE PERSONNEL	TEMP HELP	11/2024	80348	1,736.65
25-51421	10-006081	CH&W COMMERCIAL TIRE, LLC	60 SANITATION RECAPS	11/2024	3-65326	3,200.00
25-52207	10-0225	GENUINE PARTS	2 BATTERY UNIT #98	11/2024	074181	281.62
25-51772	10-0812	J & R EQUIPMENT LLC	DUMPSTER STOPS FOR	11/2024	01W6301	1,500.00
25-52024	10-0812	J & R EQUIPMENT LLC	REPALCE SWEEP PANEL #99	11/2024	01W6256	16,450.47
25-52209	10-0812	J & R EQUIPMENT LLC	2 TIPPER ARMS UNIT #89	11/2024	01P20203	688.10
25-52235	10-0812	J & R EQUIPMENT LLC	SWEEP BLADE CYLINDERS#99	11/2024	01W6319	7,154.31
25-52269	10-1085	OKLAHOMA MUNICIPAL ASSURANC2 QUARTER W/C		11/2024	20241117	9,412.75
25-52268	10-1622	WESTLAKE ACE HARDWARE	TWO EXTENSION CORDS	11/2024	3504542	169.98
25-52071	10-3081	PREMIER TRUCK/ATC FREIGHTLIPOWER DIST CENTER #92		11/2024	120809338	444.99
25-52151	10-4010	HARD HAT SAFETY & GLOVE	PPE SUPPLIES	11/2024	844-841-842-43-845	532.30
DEPARTMENT TOTAL:						41,748.37

FUND: 056- BETHANY PUBLIC WORKS AUTH

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08.4 PUBLIC WORKS - MAINT						
25-52269	10-1085	OKLAHOMA MUNICIPAL ASSURANC2	QUARTER W/C	11/2024	20241117	356.38
25-52280	10-1245	RAM PRODUCTS INC	REPAIR POWER WASHER	11/2024	52729	248.85
DEPARTMENT TOTAL:						605.23
DEPARTMENT: 12.0 UTILITY - WATER PLANT						
25-52257	10-005321	AMAZON CAPITAL SERVICES,	INLYSOL,PAPERTOWELS,SIGNS	11/2024	0909063	168.58
25-52278	10-005321	AMAZON CAPITAL SERVICES,	INBALACLAVA	11/2024	0594621	19.99
25-51970	10-0091	BRENNTAG SOUTHWEST INC	2 TOTES AQUA AMMONIA	11/2024	BSW588128	923.18
25-52043	10-0696	HAYNES EQUIPMENT CO INC	DX&POSSIBLEREPAIRYARDPROB	11/2024	INV8130692	793.58
25-51529	10-1063	OG&E	MNTHLY SVC	11/2024	20241114	20,706.55
25-51334	10-1068	ONG	MONTHLY SERVICE	11/2024	20241113	360.02
25-52269	10-1085	OKLAHOMA MUNICIPAL ASSURANC2	QUARTER W/C	11/2024	20241117	4,932.92
25-51503	10-1128	OK CITY WATER UTILITIES	TRCROSSTIES	11/2024	OCT BILL 2024	12,998.97
25-52294	10-1622	WESTLAKE ACE HARDWARE	PIPE INSULATION	11/2024	3504545	16.74
25-52274	10-2221	OKLAHOMA CITY AIRPORT TRUST	GROUND SPACE	11/2024	17004117	4,705.68
25-52117	10-3042	ACCURATE ENVIRONMENTAL	DEQ REQUIRED TESTING	11/2024	GK13048	600.00
25-52171	10-3487	AIRGAS USA, LLC	20 TONS OF CO2	11/2024	9155735596	6,616.27
25-52118	10-3919	MISSISSIPPI LIME	25 TONS OF LIME	11/2024	CD39943	9,800.44
25-52179	10-4010	HARD HAT SAFETY & GLOVE	RAIN SUITS	11/2024	0074840	249.50
DEPARTMENT TOTAL:						62,892.42
DEPARTMENT: 12.1 UTILITY - WATER LINE						
25-52213	10-004780	TWISTER TOWING SERVICE	TOW UNIT # FC0#3	11/2024	7398	105.98
25-52278	10-005321	AMAZON CAPITAL SERVICES,	INBALACLAVA	11/2024	0594621	9.99
25-52244	10-0225	GENUINE PARTS	LOCK CYL KIT/FILTER	11/2024	074618	111.68
25-52269	10-1085	OKLAHOMA MUNICIPAL ASSURANC2	QUARTER W/C	11/2024	20241117	1,849.85
25-52249	10-1622	WESTLAKE ACE HARDWARE	SHOVELS FOR METER READERS	11/2024	3504539	27.98
25-52106	10-2557	CORE & MAIN LP	CROP AND CLAMP	11/2024	V948054	445.00
25-52134	10-2557	CORE & MAIN LP	SADDLE	11/2024	V965938	85.00
25-52172	10-2557	CORE & MAIN LP	SADDLE	11/2024	V984298	276.98
25-52182	10-2557	CORE & MAIN LP	ASST SADDLES & CLAMPS	11/2024	V992528	593.22
25-52183	10-2557	CORE & MAIN LP	PARTS	11/2024	W002511	728.80
25-52226	10-2557	CORE & MAIN LP	TWO CLAMP FOR WATER LEAK	11/2024	V949602	390.34
25-52151	10-4010	HARD HAT SAFETY & GLOVE	PPE SUPPLIES	11/2024	844-841-842-43-845	357.72
25-51284	10-4090	AT&T MOBILITY	METER READER/ ON CALL	11/2024	20241119	267.32
DEPARTMENT TOTAL:						5,249.86

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 12.2		UTILITY - SEWER				
25-52213	10-004780	TWISTER TOWING SERVICE	TOW UNIT # FC0#3	11/2024	7398	105.98
25-52220	10-005321	AMAZON CAPITAL SERVICES,	INBOOTS& GLOVES	11/2024	5985061	77.96
25-52278	10-005321	AMAZON CAPITAL SERVICES,	INBALACLAVA	11/2024	0594621	9.99
25-52081	10-0696	HAYNES EQUIPMENT CO INC	19TH AND COLLEGE	11/2024	INV8130690	1,186.23
25-51529	10-1063	OG&E	MNTHLY SVC	11/2024	20241114	2,657.27
25-52269	10-1085	OKLAHOMA MUNICIPAL ASSURANC2	QUARTER W/C	11/2024	20241117	326.50
25-52151	10-4010	HARD HAT SAFETY & GLOVE	PPE SUPPLIES	11/2024	844-841-842-43-845	357.73
25-51284	10-4090	AT&T MOBILITY	METER READER/ ON CALL	11/2024	20241119	51.85
DEPARTMENT TOTAL:						4,773.51
FUND TOTAL:						117,174.06
GRAND TOTAL:						1,093,827.40

NOTICE: On Thursday, November 14, 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 HOSPITAL TRUST MEETING

BETHANY CITY HALL

TUESDAY, NOVEMBER 19, 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
	Peter Plank	Trustee
	Kathy Larsen	Trustee
MEMBERS ABSENT:	None	
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 8:40 P.M.

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

- A. APPROVAL OF MINUTES FROM 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.**

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

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

None

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

Chairman Lloyd adjourned the Bethany Hospital Trust meeting at 8:41 P.M. until December 3, 2024.

CHAIRMAN

SECRETARY

BETHANY HOSPITAL TRUST

From: Michael Vaughn, Finance Director
Date: November 26, 2024
Subject: Claims list for the 12/03/2024 Bethany Hospital Trust Meeting

BETHANY HOSPITAL TRUST

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

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 976,653.34
Bethany Public Works Authority	\$ 117,174.06
Bethany Hospital Trust	\$ -
Bethany Development Authority	\$ -
TOTAL	\$ 1,093,827.40

RECOMMENDATION

1. Approve claims as presented.



NOTICE: On Thursday, November 14, 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 DEVELOPMENT AUTHORITY

BETHANY CITY HALL

TUESDAY, NOVEMBER 19, 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
 Peter Plank Trustee
 Kathy Larsen Trustee

MEMBERS ABSENT: None

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 8:41 P.M.

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

- A. APPROVAL OF MINUTES FROM 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.**

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

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

None

ITEM NO. 4 on the agenda was **ADJOURN UNTIL DECEMBER 3, 2024.**

Chairman Lloyd adjourned the Bethany Development Authority meeting at 8:41 P.M. until December 3, 2024.

CHAIRMAN

SECRETARY

BETHANY DEVELOPMENT AUTHORITY

From: Michael Vaughn, Finance Director
Date: November 26, 2024
Subject: Claims list for the 12/03/2024 Bethany Development Authority Meeting

BETHANY DEVELOPMENT AUTHORITY

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

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 976,653.34
Bethany Public Works Authority	\$ 117,174.06
Bethany Hospital Trust	\$ -
Bethany Development Authority	\$ -
TOTAL	\$ 1,093,827.40

RECOMMENDATION

1. Approve claims as presented.

