

---

On Thursday, December 12, 2024, at or before 4:59 p.m., agenda was posted at the front doors of City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: [cityofbethany.org](http://cityofbethany.org). The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

---

# AGENDA

## BETHANY CITY COUNCIL

**TUESDAY, DECEMBER 17, 2024**  
**6:30 P.M.**

**BETHANY CITY HALL**  
**6700 NW 36<sup>TH</sup> 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 December 3, 2024, Regular Meeting.
  - B. Approval of Minutes from the December 3, 2024, Special Called Meeting
  - C. Approval of Claims: These claims have been found to be in order by staff and proper as to form and procedure and are recommended for payment. A copy of the Claims List is included in the agenda packet.
  - D. Public Improvement-Routine Item: Accept improvements for Peniel Sanitary Force Main for American Rescue Plan Act grant (NW 25<sup>th</sup> to NW 32<sup>nd</sup>) as public improvements and place maintenance bond into effect.
  - E. Public Improvement-Routine Item: Accept General Obligation Proposition 3-A Improvements-Bethany Fire Station Addition as a public improvement and place maintenance bond into effect.

- F. Public Improvement-Routine Item: Accept General Obligation Proposition 3-B Improvements-Police Headquarters Building Addition as a public improvement and place maintenance bond into effect.
- G. 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:

5904 NW 83RD ST  
11413 SPRING CREEK RD  
11209 BLUE STEM DR

5905 QUEENS GATE RD  
5933 NW 81ST ST

- 4. Possible Public Hearing on items pulled from consent docket for declaration of delinquency for utility services. *(Michael Vaughn, Finance Director)*
  - A. Open the public hearing by majority vote.
  - B. Call to the interested party of the address(es) about termination of service.
  - C. Call to the public about termination of service.
  - D. Close the public hearing by majority vote.
  - E. Discussion and possible action on addresses pulled from Consent Docket.
- 5. Consideration and possible adoption of Resolution No. 1711, a resolution declaring certain utility customer accounts delinquent and authorizing the submittal of said accounts to Oklahoma City for termination of water service. *(Michael Vaughn, Finance Director)*
- 6. 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.)*
- 7. Appointment of Vice Mayor for the remainder of FY 2025 per Article II, Section 2-4 of the Bethany Charter. *(Elizabeth Gray, City Manager)*
- 8. Consideration and possible approval of appointing J. Robert High to fill the Ward IV Council vacancy for the unexpired term following the recent resignation of Jeff Knapp per Article II, Section 2-12 of the Bethany Charter. *(Brian Magirowsky, Council Member)*
- 9. Consideration and possible adoption of Resolution No. 1709, a resolution authorizing Oklahoma Municipal Assurance Group (OMAG) to distribute escrow account funds. *(Elizabeth Gray, City Manager)*
- 10. Consideration and possible adoption of Resolution No. 1710, a resolution of the City Council of the City of Bethany, Oklahoma opposing passage of the February ballot item concerning subsidies to businesses and corporations, a charter amendment. *(Ray Jones, City Attorney)*

11. Discussion and possible action regarding the initiative petition regarding recall elections. *(Ray Jones, City Attorney)*
12. Discussion and possible action to approve an amendment to the water lease with the Oklahoma City Airport Trust and authorize the mayor to sign the document on behalf of the City of Bethany. *(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.
  - A. Financial Report.
16. Mayor and Council Members Comments and Suggestions.
17. Adjourn until January 7, 2025.

## **BETHANY PUBLIC WORKS AUTHORITY**

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

1. Consent Docket:
  - A. Approval of Minutes from the December 3, 2024, Regular Meeting.
  - B. Approval of Claims: These claims have been found to be in order by staff and proper as to form and procedure and are recommended for payment. A copy of the Claims List is included in the agenda packet.
2. Consideration and possible approval of the purchase of a 2025 Bobcat E40 Compact Excavator from Bobcat Company for the State Contract price of \$57,495.36. *(Elizabeth Gray, City Manager)*
3. New Business *(As defined by the Oklahoma Open Meeting Act § 311 (A) (9) as “matters not known about or which could not have reasonably been foreseen prior to the time of posting the agenda”).*
4. Adjourn until January 7, 2025.

## **BETHANY HOSPITAL TRUST**

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. Consent Docket:
  - A. Approval of Minutes from the December 3, 2024, Regular Meeting.
  - B. Approval of Claims: These claims have been found to be in order by staff and proper as to form and procedure and are recommended for payment. A copy of the Claims List is included in the agenda packet.
2. New Business *(As defined by the Oklahoma Open Meeting Act § 311 (A) (9) as “matters not known about or which could not have reasonably been foreseen prior to the time of posting the agenda”).*
3. Adjourn until January 7, 2025.

## **BETHANY DEVELOPMENT AUTHORITY**

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

1. Consent Docket:
  - A. Approval of Minutes from the December 3, 2024, Regular Meeting.
  - B. Approval of Claims: These claims have been found to be in order by staff and proper as to form and procedure and are recommended for payment. A copy of the Claims List is included in the agenda packet.
2. New Business *(As defined by the Oklahoma Open Meeting Act § 311 (A) (9) as “matters not known about or which could not have reasonably been foreseen prior to the time of posting the agenda”).*
3. Adjourn until January 7, 2025.

---

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

**BETHANY CITY COUNCIL MEETING**

**BETHANY CITY HALL**

**TUESDAY, DECEMBER 3, 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
	Marilyn McPhail	Council Member
	Peter Plank	Council Member
	Kathy Larsen	Council Member
MEMBERS ABSENT:	Brian Magirowsky	Council Member
OTHERS PRESENT:	Ray Jones	City Attorney
	Elizabeth Gray	City Manager
	Michael Vaughn	City Clerk/Treasurer
	Steve Manek	TEIM Design
	Gilbert (Choc) Charleston	WWII Veteran
	Tammy West	State Representative
	(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 Vice-Mayor Knapp.  
The Flag Salute was conducted by Mayor Lloyd.

Mayor Lloyd reordered the agenda to move 4 up before Item No. 3.

**ITEM NO. 4** on the agenda was a **MAYORAL CERTIFICATE OF RECOGNITION FOR WWII VETERAN AND CHOCTAW ELDER GILBERT “CHOC” CHARLESTON.**

Mayor Lloyd along with State Representative Tammy West, each presented Mr. Gilbert (Choc) Charleston with certificates from the City of Bethany and the State of Oklahoma for his service to our great country.

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

- A. APPROVAL OF MINUTES FROM 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.**

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

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

None

**ITEM NO. 6** on the agenda was **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)**

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

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

A motion was made by Council Member Smart, seconded by Council Member Larsen to approve the engineering design contract with TEIM Design for the Sidewalk Partnership Program Project-Phase 1 and authorize the mayor to sign the document on behalf of the City of Bethany. Yes votes: McPhail, Smart, Lloyd, Plank, Powell, Knapp, Larsen. No votes: None. Abstain: Palmer. Motion approved.

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

A motion was made by Council Member Larsen, seconded by Council Member Palmer to approve the engineering design contract with TEIM Design for design of the NW 30<sup>th</sup> 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. Yes votes: Palmer, Powell, Larsen, Plank, Lloyd, McPhail, Smart, Knapp. No votes: None. Motion approved.

**ITEM NO. 9** on the agenda was **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)**

A motion was made by Council Member Larsen, seconded by Vice-Mayor Knapp to approve the 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. Yes votes: Knapp, Lloyd, Powell, Smart, McPhail, Knapp, Plank, Palmer. Motion approved. Motion approved.

**ITEM NO. 10** on the agenda was **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)**

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

**ITEM NO. 11** on the agenda was the **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).**

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

**ITEM NO. 12** on the agenda was **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)**

The city attorney prepared a memo concerning this item which is included as part of the agenda packet.

A motion was made by Council Member Palmer, seconded by Council Member Plank to separate and pull out the recall election issue to request our city attorney to prepare a report or memo to the council related to the implication of that particular item which is a part of the initiative petition which could actually change if voted on as a part of the charter. Yes votes: Smart, McPhail, Plank, Lloyd, Knapp, Palmer. No votes: Larsen. Abstain: Powell. Motion approved.

**ITEM NO. 13** 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. 14** on the agenda was the **CITY ATTORNEY’S REPORT.**

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

**ITEM NO. 15** on the agenda was the **CITY MANAGER’S REPORT.**

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

**ITEM NO. 16** on the agenda was **COUNCIL MEMBERS' ANNOUNCEMENTS, COMMENTS, AND PROPOSALS.**

**ITEM NO. 17** on the agenda was **ADJOURN UNTIL DECEMBER 17, 2024.**

Mayor Lloyd adjourned the Bethany City Council meeting at 7:19 P.M. until December 17, 2024.

---

MAYOR

---

CITY CLERK

NOTICE: 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.

**BETHANY CITY COUNCIL**

**SPECIAL CALLED MEETING**

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

**TUESDAY, OCTOBER 15, 2024  
5:30 P.M. – 6:30 P.M.**

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

MEMBERS ABSENT:	Brian Magirowsky	Council Member
	Steve Palmer	Council Member

OTHERS PRESENT:	Elizabeth Gray	City Manager
	Leasa Furr	HR Director
	Linda Warner	Executive Assistant
	Steve Manek	TEIM Design
	See Roster	

**THE MEMBERS OF THE CITY OF BETHANY CITY COUNCIL, ADMINISTRATIVE STAFF AND GUESTS WILL GATHER FOR THE PURPOSE OF A MEET AND GREET TO HONOR WORLD WAR II VETERAN AND CHOCTAW ELDER GILBERT “CHOC” CHARLESTON.**

**THIS MEETING IS FOR INFORMATIONAL PURPOSES ONLY, WITH NO BUSINESS TO BE ACTED UPON BY COUNCIL.**

No action taken.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

## BETHANY CITY COUNCIL

**From:** Michael Vaughn, Finance Director  
**Date:** December 11, 2024  
**Subject:** Claims list for the 12/17/2024 City Council Meeting

### GENERAL OPERATIONS FUND

FUND	AMOUNT
General Operations Fund	\$ 114,080.45
Public Safety Fund	\$ 4,650.00
Capital Improvement Fund	\$ 931.50
Federal Grant Fund	\$ 57,985.01
2022A GO Bond	\$ 176,306.21
Municipal Court Fund	\$ 6,484.25
Cemetery Fund	\$ -
<b>TOTAL</b>	<b>\$ 360,437.42</b>

### ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 360,437.42
Bethany Public Works Authority	\$ 407,344.58
Bethany Hospital Trust	\$ -
Bethany Development Authority	\$ -
<b>TOTAL</b>	<b>\$ 767,782.00</b>

### RECOMMENDATION

1. Approve claims as presented.



FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A		NON-DEPARTMENTAL				
25-52368	10-005216	PERDUE BRANDON FIELDER COLLNOV 2024	COLLECTION RPT	12/2024	NOV. 2024	1,821.77
DEPARTMENT TOTAL:						1,821.77
DEPARTMENT: 01.0		MANAGEMENT				
25-52162	10-004630	BAD BRAD'S BAR-B-Q	TEAM BUILDING LUNCH	12/2024	20241218	3,113.53
25-51169	10-004660	MOTHER NATURE'S INC.	PEST/GOPHER	12/2024	20241210	120.00
25-51091	10-005084	JAN-PRO CLEANING SYSTEMS	CITY HALL CLEANING	12/2024	INV128450	813.00
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES, INTERNET	12/2024	20241130	1,443.37
25-52331	10-005321	AMAZON CAPITAL SERVICES,	IN1099'S, OFFICE SUPPLIES	12/2024	2487440	35.91
25-52332	10-005321	AMAZON CAPITAL SERVICES,	INENVELOPES	12/2024	1757027	55.54
25-51287	10-005373	CARD SERVICES/PI	MICROSOFT BUSINESS 41	12/2024	E0300UZSA	483.47
25-51288	10-005373	CARD SERVICES/PI	MICROSOFT AZURE 76 LICENS	12/2024	E0300UN4J6	456.00
25-52052	10-005703	FLOOR-TECH JANITORIAL	PAPERTOWELS	12/2024	6123	66.25
25-52262	10-005703	FLOOR-TECH JANITORIAL	PAPERTOWELS, TISSUE, LINERS	12/2024	6124	233.25
25-51154	10-005851	LYTLE, SOULE' & FELTY, P.C.	OUTSIDE CONTRACT SVC.	12/2024	308009	1,887.00
25-52404	10-005851	LYTLE, SOULE' & FELTY, P.C.	CITY ATTORNEY	12/2024	308008	5,000.00
25-51895	10-1530	THE TRIBUNE	ORD/RESOLUTION	12/2024	20241129	43.00
25-52396	10-1754	NORTHWEST OKLAHOMA CITY	CHARENEWAL FY25	12/2024	13434	1,500.00
25-51357	10-2274	OZARKA WATER COMPANY	MONTHLY RENTAL/WATER	12/2024	1023873	32.89
25-51572	10-2448	MARGARET MCMORROW-LOVE	ATTORNEY SVC.	12/2024	20241202	80.00
25-51644	10-3131	AMERICAN LEGAL PUBLISHING	CODIFICATION	12/2024	38036	195.00
25-51170	10-3196	IMAGENET CONSULTING, LLC	MANAGED IT	12/2024	INV1110518	7,757.50
25-51726	10-4008	FRANCOTYP-POSTALIA INC	POSTAGE RENT/SOFTWARE	12/2024	RI106451909	31.98
25-52309	10-4249	YMCA OF GREATER OKC	FY 2024	12/2024	SEPT 2024	15,000.00
25-51152	10-4310	AMERIFLEX	FSA ADMIN FEE	12/2024	INV790097	201.40
DEPARTMENT TOTAL:						38,549.09
DEPARTMENT: 02.0		FINANCE				
25-52389	10-004418	CNA SURETY, INC.	CLERK/TREASURER BOND	12/2024	20250121	450.00
25-52287	10-005038	OKLAHOMA ENVELOPE	WINDOW ENVELOPES	12/2024	6162	279.80
25-52331	10-005321	AMAZON CAPITAL SERVICES,	IN1099'S, OFFICE SUPPLIES	12/2024	2487440	41.98
25-51726	10-4008	FRANCOTYP-POSTALIA INC	POSTAGE RENT/SOFTWARE	12/2024	RI106451909	15.97
DEPARTMENT TOTAL:						787.75

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 03.0		COURT				
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES,INTERNET	12/2024	20241130	437.35
25-51682	10-006123	CHRISTOPHER T. STEIN	PROSECUTOR	12/2024	2411117	2,123.00
25-51681	10-006144	ROBERT BLACK, PLLC	PROSECUTOR	12/2024	014	1,705.00
25-52352	10-0225	GENUINE PARTS	MARSHAL OIL FILTER	12/2024	075612	15.45
25-52382	10-0225	GENUINE PARTS	BRAKE PADS/ROTORS	12/2024	075801	229.78
25-51083	10-0465	OK DEPT OF PUBLIC SAFETY	MONTHLY OLETS	12/2024	LET-016851	80.00
25-51082	10-1749	RK BLACK INC.	MONTHLY COPIER MAINT	12/2024	IN1189390	30.62
25-51081	10-2274	OZARKA WATER COMPANY	MONTHLY WATER	12/2024	1025214-8577-0702	32.89
25-51233	10-3098	TS HEAT AND AIR INC	Annual AC PD & Court	12/2024	26187920	218.00
25-51076	10-3342	JANI-KING OF OKLAHOMA, INC.	JANITORIAL MONTHLY	12/2024	OKC12240234	640.66
25-51726	10-4008	FRANCOTYP-POSTALIA INC	POSTAGE RENT/SOFTWARE	12/2024	RI106451909	31.98
DEPARTMENT TOTAL:						5,544.73
DEPARTMENT: 05.0		POLICE				
25-51523	10-004789	TRADS, INC	TransUnion Usage Monthly	12/2024	NOV. 2024	75.00
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES,INTERNET	12/2024	20241130	2,185.77
25-52323	10-005321	AMAZON CAPITAL SERVICES, INC	Office Supplies	12/2024	2370648	215.82
25-52359	10-005373	CARD SERVICES/Pl	Shelter Supplies	12/2024	20241206	236.88
25-52361	10-005373	CARD SERVICES/Pl	Janitorial Supplies	12/2024	20241206-	411.47
25-52219	10-005442	CELLEBRITE INC.	Annual Renewal	12/2024	INVUS277852	9,700.00
25-51155	10-005634	INNOVATIVE SECURITY OF OKLA	Monthly Monitoring Fee	12/2024	717353	22.95
25-52348	10-005914	RYAN NELSON	Reimbursement for Gas	12/2024	20241125	35.00
25-52154	10-0225	GENUINE PARTS	Parts for City Garage	12/2024	075439	113.27
25-51776	10-2273	PRECISION DELTA	Ammunition	12/2024	31698	774.45
25-52133	10-2369	STAN'S PLUMBING INC	Dispatch Sink	12/2024	23601	174.00
25-51372	10-2442	SUMNERONE, INC.	3 Copier Lease	12/2024	4079301	136.29
25-51233	10-3098	TS HEAT AND AIR INC	Annual AC PD & Court	12/2024	26190475-	109.00
25-51768	10-3098	TS HEAT AND AIR INC	Booking Area A/C	12/2024	26772619	193.00
25-52398	10-3098	TS HEAT AND AIR INC	Repairs for Yearly TuneUp	12/2024	26187920-A	960.00
25-51142	10-3342	JANI-KING OF OKLAHOMA, INC.	PD Cleaning	12/2024	OKC12240112	1,924.66
25-51726	10-4008	FRANCOTYP-POSTALIA INC	POSTAGE RENT/SOFTWARE	12/2024	RI106451909	31.98
25-52335	10-4352	MCBRIDE CLINIC	DRUG SCREEN	12/2024	20241202-NOV 2024	32.00
25-51124	10-4388	ISG TECHNOLOGY, LLC	Monthly Security	12/2024	ISG359011	3,071.00
DEPARTMENT TOTAL:						20,402.54

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 06.0 FIRE						
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES,INTERNET	12/2024	20241130	1,795.40
25-51451	10-005510	SAMARITAN EMS	AMBULANCE SVC	12/2024	DECEMBER 2024	17,989.75
25-52422	10-006026	SOUTHERN DOCK PRODUCTS	OVERHEAD DOOR REPAIR	12/2024	63078564	316.20
25-52041	10-0336	CASCO INDUSTRIES	REPLACEMENT PART FOR E-1	12/2024	267345	119.00
25-52307	10-0336	CASCO INDUSTRIES	NOMEX DUTY PANTS	12/2024	264206	145.00
25-52192	10-3487	AIRGAS USA, LLC	MEDICAL OXYGEN	12/2024	9155672468	400.65
25-52424	10-4090	AT&T MOBILITY	MOBILE DATA BILL	12/2024	10192024	84.08
DEPARTMENT TOTAL:						20,850.08
DEPARTMENT: 07.0 COMMUNITY DEV						
25-52373	10-004654	OKLAHOMA TURNPIKE AUTHORITY	PIKE PASS FEE	12/2024	26013983	7.00
25-52394	10-004654	OKLAHOMA TURNPIKE AUTHORITY	PIKE PASS	12/2024	27524262	5.00
25-52393	10-005373	CARD SERVICES/PI	ADOBE ACROBAT	12/2024	2947974271	239.88
25-51386	10-005689	CHALLENGER LANDSCAPING AND	ABATEMENTS	12/2024	6400 NW 31ST-9/5	50.00
25-52060	10-006207	JACKSON APPRAISAL CO., LLC	APPRAISAL	12/2024	6400 NW 31ST*	400.00
25-51726	10-4008	FRANCOTYP-POSTALIA INC	POSTAGE RENT/SOFTWARE	12/2024	RI106451909	31.98
DEPARTMENT TOTAL:						733.86
DEPARTMENT: 08.1 PUBLIC WORKS - ADMIN						
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES,INTERNET	12/2024	20241130	453.92
25-52345	10-005321	AMAZON CAPITAL SERVICES,	INFLASH DRIVE	12/2024	8713019	29.97
25-52342	10-1622	WESTLAKE ACE HARDWARE	MOUSE TRAPS & BUG SPRAY	12/2024	3504554	43.54
25-51726	10-4008	FRANCOTYP-POSTALIA INC	POSTAGE RENT/SOFTWARE	12/2024	RI106451909	31.98
DEPARTMENT TOTAL:						559.41
DEPARTMENT: 08.2 PUBLIC WORKS - STREETS						
25-51088	10-004688	TLS GROUP, INC.	MAINTAGREEMENTSIGNALIZATI	12/2024	1224-1807	480.00
25-52105	10-004688	TLS GROUP, INC.	DX & POSSIBLE REPAIR	12/2024	1310-54624	195.00
25-52170	10-004688	TLS GROUP, INC.	50TH COUNCIL	12/2024	1310-54794	227.50
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES,INTERNET	12/2024	20241130	450.77
25-52299	10-005321	AMAZON CAPITAL SERVICES,	INWATERPROOFGLOVES&SOAP	12/2024	9869851	17.10
25-52052	10-005703	FLOOR-TECH JANITORIAL	PAPER TOWELS	12/2024	6123	66.25
25-52349	10-006215	VOX INDUSTRIES, LLC	RT 66 SIGNAGE	12/2024	1209	15,000.00
25-52260	10-0482	DOLESE BROS. CO.	FILL SAND STOCK	12/2024	AG24143469	419.09
25-52336	10-0482	DOLESE BROS. CO.	PALLET OF PORTLAND	12/2024	MA24010611	467.25
25-52279	10-0694	HASKELL LEMON CONST CO	ONE TON OF ASPHALT	12/2024	12132	79.20
25-52301	10-0694	HASKELL LEMON CONST CO	4 TONS OF ASPHALT	12/2024	12170	288.80
25-52337	10-1329	SCHWARZ (BORAL) READY MIX	4 YARDS OF CONCRETE	12/2024	330106	742.50
25-52252	10-1527	TRAFFIC SIGNALS INC	50TH & COUNCIL	12/2024	17375	700.00
25-52255	10-2702	AMERICAN LOGO & SIGNS	3 - 2HOUR PARKING SIGNS	12/2024	33759	180.00
25-52215	10-3331	RUCKER MECHANICAL	WASH PIT DRAIN	12/2024	99322	1,625.00
DEPARTMENT TOTAL:						20,938.46

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08.4 PUBLIC WORKS - MAINT						
25-52299	10-005321	AMAZON CAPITAL SERVICES,	INWATERPROOFGLOVES&SOAP	12/2024	9869851	17.10
25-52052	10-005703	FLOOR-TECH JANITORIAL	PAPERTOWELS	12/2024	6123	66.25
25-52302	10-2305	HOIDALE CO INC	FUEL BLUE KEYS	12/2024	INV13334	60.50
25-52215	10-3331	RUCKER MECHANICAL	WASH PIT DRAIN	12/2024	99322	1,625.00
DEPARTMENT TOTAL:						1,768.85
DEPARTMENT: 08.5 PUBLIC WORKS - PARKS						
25-51747	10-0006	A WELDORS SUPPLY	WELDING TANK RENTAL	12/2024	269876	24.00
25-52379	10-005005	BRONCO EQUIPMENT RENTAL &	SBELT FOR ZERO TURN	12/2024	887435-0001	54.50
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES,INTERNET	12/2024	20241130	29.22
25-52299	10-005321	AMAZON CAPITAL SERVICES,	INWATERPROOFGLOVES&SOAP	12/2024	9869851	17.10
25-52383	10-005373	CARD SERVICES/PI	WASTELINERSFORWASTESTATIO	12/2024	MB2740	89.00
25-52346	10-1622	WESTLAKE ACE HARDWARE	HARDWARE	12/2024	3504555	17.39
25-52384	10-1622	WESTLAKE ACE HARDWARE	EXTENSION CORDS	12/2024	3504562	168.64
25-52390	10-2123	HOME DEPOT CREDIT SVCS	WOOD STAKES FOR FRAME	12/2024	009554/3022063	99.06
25-52215	10-3331	RUCKER MECHANICAL	WASH PIT DRAIN	12/2024	99322	1,625.00
DEPARTMENT TOTAL:						2,123.91
FUND TOTAL:						114,080.45

FUND: 021- PUBLIC SAFETY FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 99.0		NON-DEPARTMENTAL				
25-52080	10-005790	H&H SHOOTING SPORTS	30 Holsters	12/2024	2490323	4,650.00
DEPARTMENT TOTAL:						4,650.00
FUND TOTAL:						4,650.00

FUND: 031- CAPITAL IMPROVE PROJECTS

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		PROJECTS >\$25,000				
25-51988	10-005900	TEIM DESIGN GROUP, PLLC	CDBG WATERLINE	12/2024	13008	931.50
					DEPARTMENT TOTAL:	931.50
					FUND TOTAL:	931.50

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		Sewer Project				
25-51406	10-005900	TEIM DESIGN GROUP, PLLC	PENIEL WASTEWATER	12/2024	13006	10,130.50
25-52412	10-005900	TEIM DESIGN GROUP, PLLC	PASS THRU PENIEL WASTE	12/2024	12985-	601.21
25-52416	10-005900	TEIM DESIGN GROUP, PLLC	PENIEL WASTEWATER	12/2024	13006*	530.90
25-51532	10-006199	BREWER CONSTRUCTION OKLAHOMARPA	PENIEL NW25/32	12/2024	INVOICE #5	36,628.40
DEPARTMENT TOTAL:						47,891.01
DEPARTMENT: 41.0		Well and Wellfield Proj.				
25-51403	10-005900	TEIM DESIGN GROUP, PLLC	WELLFIED PROJECT	12/2024	13016	10,094.00
DEPARTMENT TOTAL:						10,094.00
FUND TOTAL:						57,985.01

FUND: 045- 2022A GO BOND ISSUE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		Projects				
25-51391	10-005900	TEIM DESIGN GROUP, PLLC	PROP 1-G PRE CONSTRUCTION	12/2024	13020	2,589.59
25-51393	10-005900	TEIM DESIGN GROUP, PLLC	PROP 2 A,C AND F	12/2024	13015	1,536.50
25-52420	10-005900	TEIM DESIGN GROUP, PLLC	PROP 1-D	12/2024	13021	722.00
25-51370	10-005932	LIPPERT BROTHERS, INC.	PROP 3-A-FIRE DEPT.	12/2024	PAY APP #12	94,652.17
25-51405	10-006140	HOLLAND CONSTRUCTION, LLC	PROP 3B POLICE DEPT.	12/2024	INVOICE NO. 9	18,019.00
25-51410	10-006184	C4L, LLC	PROP 2-A ELDON LYON	12/2024	INVOICE NO. 5	33,206.50
25-51411	10-006184	C4L, LLC	PROP 2-C GARRISON	12/2024	INVOICE #5	19,405.45
25-51414	10-006184	C4L, LLC	PROP 2-F MENDENALL	12/2024	INVOICE NO. 5	6,175.00
DEPARTMENT TOTAL:						176,306.21
FUND TOTAL:						176,306.21

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A		NON-DEPARTMENTAL				
25-52365	10-1869	CLEET	NOV 2024 CLEET REPORT	12/2024	NOV. 2024	2,230.92
25-52366	10-1970	OSBI	NOV 2024 AFIS REPORT	12/2024	NOV. 2024	2,144.80
25-52367	10-1970	OSBI	NOV 2024 FORENSIC RPT	12/2024	NOVEMBER 2024	2,108.53
DEPARTMENT TOTAL:						6,484.25
FUND TOTAL:						6,484.25
GRAND TOTAL:						767,782.00

**BETHANY CITY COUNCIL**

**From:** Elizabeth Gray, City Manager  
**Date:** December 17, 2024  
**Subject:** Accept Improvements 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 reduced the final contract amount to \$827,503.66

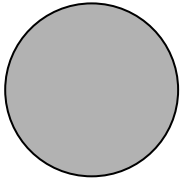
The work is now complete.

**RECOMMENDATION**

1. Accept Improvements for Peniel Sanitary Sewer Force Main for American Rescue Plan Act grant (NW 25th to NW 32nd).

**ADDITIONAL COMMENTS**

This project will be funded with Federal ARPA grant funding





TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

November 21, 2024

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

Re: Peniel Avenue Sanitary Sewer Improvements  
NW 25<sup>th</sup> Street to NW 32<sup>nd</sup> Street  
Final Acceptance

Dear Ms. Gray:

We have completed our final inspection for the above referenced project and recommend the City of Bethany Accept the project.

Please let us know if you require anything further.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Patrick Garrett'.

Patrick Garrett, PE

Attachment: Maintenance Bond

**MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, Brewer Construction Oklahoma, LLC, as Principal, and Great American Insurance Company, as Surety, are held and firmly bound unto the CITY OF BETHANY of the State of Oklahoma, in the full and just sum of Eight hundred forty three thousand four hundred thirty six dollars and zero cents (\$843,436.00), such sum being equal to the contract amount for a period of one (1) year and thereafter for a period of one (1) year for the sum of One hundred twenty six thousand five hundred fifteen dollars and forty cents (\$126,515.40), such sum being not less than 15% of the contract price, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 25th day of June, A.D., 2024.

The conditions of this obligation are such, that whereas, said Principal, has a certain contract between Brewer Construction Oklahoma, LLC and the CITY OF BETHANY dated this 16<sup>th</sup> day of July, 2024, agreed to construct in the City of Bethany:

**PENIEL AVENUE SANITARY SEWER IMPROVEMENTS  
NW 25<sup>TH</sup> STREET TO NW 32<sup>ND</sup> STREET  
CITY OF BETHANY, OKLAHOMA**

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

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

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

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

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

Brewer Construction Oklahoma, LLC

ATTEST:

Mund Rybin  
Secretary *witness*

By [Signature]  
Principal

Kevin Brewer Manager

ATTEST:

Donna L. Baker  
Secretary

By Jasmine Stephens  
Surety Jasmine Stephens, Attorney-In-Fact

Approved as to form this \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_24\_.

\_\_\_\_\_  
City Attorney

CITY OF BETHANY

From: Elizabeth A. Gray, City Manager  
Date: December 17, 2024  
Subject: Architect recommendation for Acceptance for Fire Station Addition - GO Bond Proposition 3A

BACKGROUND

HISTORY: As a result of the successful 2022, G.O. Bond election the City of Bethany began the project on the Fire Station Addition, Proposition 3A. This project is being built as a construction manager project with Troy Rhodes, Architect and Lippert Brothers Construction as construction manager.

On October 17, 2023, Council received a report that bids came in higher than anticipated and the architect recommended proceeding with bid packages 1 and 1A. Bids included HVAC, electrical, insulation, sheetrock, and plumbing. Council approved the recommendation. Council was also informed that bid packages 1B, 1C and 1D will be completed when funds become available. These packages include millwork, flooring, appliances, and sod.

On November 7, 2023 the contract with Lippert Brothers Construction for Bid packages 1 and 1A was approved by Council in the amount of \$1,019,504.18.

On November 21, 2023 the Council approved Contract Amendment No. 2 for Phase 2A in the amount of \$142,015.10 which included portions of bid packages 1B, 1C and 1D to finalize project systems for a total project cost of \$1,161,519.28. On July 2, 2024 the Council approved Contract Amendment No. 3 for Phase 2B which included the remainder of original bid packages 1B, 1C and 1D for a total project cost of \$1,356,611.87.

The project is now complete.

RECOMMENDATION

1. Acceptance of the G. O. Bond Proposition 3A Improvements - Bethany Fire Station Addition and place maintenance bond into effect.



ADDITIONAL COMMENTS

**TDR**  
**TRANSFORMS**  
TROY D. RHODES & COMPANY

---

December 9, 2024

Ms. Elizabeth Gray  
City Manager, City of Bethany  
6700 NW 36<sup>th</sup> Street  
Bethany, OK 73008  
(via email: [elizabeth.gray@bethanyok.org](mailto:elizabeth.gray@bethanyok.org))

Re: City of Bethany – Fire Station Addition  
3919 N. Rockwell  
Bethany, Oklahoma  
Final Acceptance

Dear Ms. Gray:

We have completed our final observation and review of the above referenced project and recommend the City of Bethany accept the project.

It has been our pleasure to serve the City of Bethany in this endeavor. Please let us know if you require anything further.

Sincerely,

**TROY D. RHODES & COMPANY, INC.**



Troy D. Rhodes, NCARB, AIA  
President

encl: Certificate of Substantial Completion



# AIA® Document G704® – 2017

## Certificate of Substantial Completion

<b>PROJECT:</b> <i>(name and address)</i> City of Bethany Fire Station Addition 3919 N. Rockwell Avenue, Bethany, OK 73008	<b>CONTRACT INFORMATION:</b> Contract For: General Construction Date: February 07, 2023	<b>CERTIFICATE INFORMATION:</b> Certificate Number: 001 Date: November 18, 2024
<b>OWNER:</b> <i>(name and address)</i> City of Bethany 6700 NW 36th Street Oklahoma City, OK 73008	<b>ARCHITECT:</b> <i>(name and address)</i> Troy D. Rhodes & Company Inc. 4323 NW 63rd St., Suite 201 Oklahoma City, OK 73116	<b>CONTRACTOR:</b> <i>(name and address)</i> Lippert Bros., Inc. PO Box 17450 Oklahoma City, OK 73136-1450

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.  
*(Identify the Work, or portion thereof, that is substantially complete.)*

Troy D. Rhodes &  
Company Inc.

ARCHITECT *(Firm Name)*

SIGNATURE

Troy Rhodes, Architect

PRINTED NAME AND TITLE

November 18, 2024

DATE OF SUBSTANTIAL COMPLETION

### WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:  
*(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)*

### WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:  
*(Identify the list of Work to be completed or corrected.)*

<b>Punch List Items:</b>	#8 - NE Corner Downspout Damage	#71 - Install Breakmetal at Door #27
	#9 - Exterior Brick Tuckpoint Areas	#75 - Paint All Exterior Window Lintels
	#40 - HVAC Test & Balance Report	#76 - Caulk & Paint at Apparatus Bay Door Head
	#66 - Relocate/Install Range and Refrigerator	#77 - Secure LVT Flooring at Door #24

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within eleven (11) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$2,500.00

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:  
*(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)*

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

Lippert Bros., Inc.

CONTRACTOR *(Firm Name)*

SIGNATURE

T. M. Lippert, President

PRINTED NAME AND TITLE

DATE

11-20-24

City of Bethany

OWNER *(Firm Name)*

SIGNATURE

Elizabeth Gray, City  
Manager

PRINTED NAME AND TITLE

DATE



# AIA Document G707™ – 1994

## Consent Of Surety to Final Payment

Bond No. 9424569

PROJECT: (Name and address)  
Bethany Fire Station Addition  
Bethany, OK

ARCHITECT'S PROJECT NUMBER: [Insert]

OWNER:

ARCHITECT:

CONTRACTOR:

SURETY:

OTHER:

TO OWNER: (Name and address)

City of Bethany  
6700 NW 36th St.  
Bethany, OK 73008

CONTRACT FOR: Bid Pkg 03.0 - building concrete

CONTRACT DATED: 12/8/2023

[

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
(Insert name and address of Surety)

Fidelity and Deposit Company of Maryland  
1299 Zurich Way  
Schaumburg, IL 60196-1056

, SURETY,

on bond of

(Insert name and address of Contractor)

Concrete Enterprises, Inc.  
200 NE 46th St.  
Oklahoma City, OK 73105

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the  
Surety of any of its obligations to  
(Insert name and address of Owner)

City of Bethany  
6700 NW 36th St.  
Bethany, OK 73008

and

Lippert Brothers, Inc.  
PO Box 17450  
Oklahoma City, OK 73136

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: 11/20/2024  
(Insert in writing the month followed by the numeric date and year.)

Fidelity and Deposit Company of Maryland

(Surety)

(Signature of authorized)

Donald C. Bowers, Attorney-in-Fact

(Printed name and title)

Attest:  
(Seal):



**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Shawwna D. Hobb, Adelaida Sutton, John W. Bowers, IV, Donald C. Bowers, Joshua Curran, Kelly Stebbins, Brandy Million, Judy Pritchard, Gabrielle Thompson, Nicole Campbell of Oklahoma City, Oklahoma, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 20th day of February, A.D. 2024.



**ATTEST:**  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray  
Vice President

By: Dawn E. Brown  
Secretary

State of Maryland  
County of Baltimore

On this 20th day of February, A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON  
NOTARY PUBLIC  
BALTIMORE COUNTY, MD  
My Commission Expires JANUARY 27, 2025



### EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 20th day of November, 2024.



Thomas O. McClellan  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[reportsclaims@zurichna.com](mailto:reportsclaims@zurichna.com)  
800-626-4577

# AIA<sup>®</sup> Document G707™ – 1994

## Consent Of Surety to Final Payment

<b>PROJECT:</b> <i>(Name and address)</i> Project 1683 - Bethany Fire Station Addition 3919 N Rockwell Ave. Bethany, OK 73008	<b>ARCHITECT'S PROJECT NUMBER:</b>  <b>CONTRACT FOR:</b> Contract SC-1683-003; Bid Package #4.0 - Masonry	<b>OWNER:</b> <input checked="" type="checkbox"/> <b>ARCHITECT:</b> <input type="checkbox"/> <b>CONTRACTOR:</b> <input checked="" type="checkbox"/> <b>SURETY:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
<b>TO OWNER:</b> <i>(Name and address)</i> Lippert Bros., Inc. PO Box 17450 Oklahoma City, OK 73136-1450	<b>CONTRACT DATED:</b> 12/11/2023	

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety)*

Insurors Indemnity Company  
 PO Box 32577  
 Waco, TX 76703

on bond of  
*(Insert name and address of Contractor)*

Swift Exteriors  
 6029 NW 23rd Street  
 Oklahoma City, OK 73127

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall  
 not relieve the Surety of any of its obligations to  
*(Insert name and address of Owner)*

Lippert Bros., Inc.  
 PO Box 17450  
 Oklahoma City, OK 73136-1450

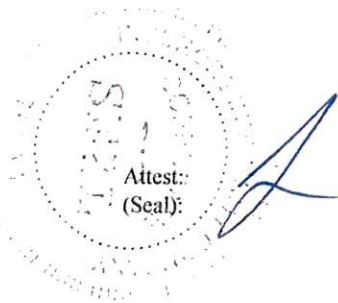
as set forth in said Surety's bond.

. SURETY.

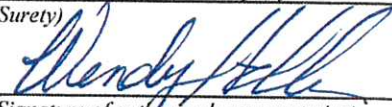
. CONTRACTOR.

. OWNER.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: November 26, 2024  
*(Insert in writing the month followed by the numeric date and year.)*



Insurors Indemnity Company  
 (Surety)

  
 (Signature of authorized representative)

Wendy Hollen, Attorney-in-Fact  
 (Printed name and title)

## POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY Waco, Texas

KNOW ALL PERSONS BY THESE PRESENTS:

Number: CNB-42989-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint

Wendy Hollen of the City of Oklahoma City, State of OK

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

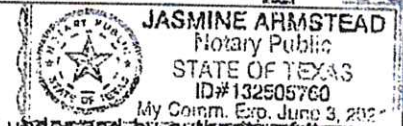
Attest: Tammy Tieperman  
Tammy Tieperman, Secretary

By: Dave E. Talbert  
Dave E. Talbert, President

State of Texas  
County of McLennan

On the 11<sup>th</sup> day of November, 2014, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

Jasmine Armstead  
Notary Public, State of Texas



Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 26th day of November, 2024

Tammy Tieperman  
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 32577, WACO, TEXAS 76703 OR EMAIL US AT [BONDDEPT@INSURORSINDEMNITY.COM](mailto:BONDDEPT@INSURORSINDEMNITY.COM).

**CONSENT OF SURETY COMPANY TO FINAL PAYMENT**

(SIMILAR TO AIA DOCUMENT G707)

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

**PROJECT:** Bethany Fire Station Addition  
(name, address) Bid Package 06.2 – Wood Framing & Truss Erection

TO (Owner)

Lippert Bros., Inc.  
PO Box 17450, Oklahoma City, OK 73136  
&  
The City of Bethany  
6700 NW 36th Street, Bethany, OK 73008

ARCHITECT'S PROJECT NO: Bond # 107917609  
CONTRACT FOR: General Construction

CONTRACT DATE: October 11, 2023

CONTRACTOR: Lippert Bros., Inc.

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (here insert name and address of Surety Company)

Travelers Casualty and Surety Company of America  
One Tower Square, Hartford CT 06183

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

Lippert Bros., Inc.  
P.O. Box 17450, Oklahoma City, OK 73136

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

Lippert Bros., Inc., PO Box 17450, Oklahoma City, OK 73136  
The City of Bethany, 6700 NW 36th Street, Bethany, OK 73008

, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

The Surety Company has hereunto set its hand this 20th day of November, 2024

Travelers Casualty and Surety Company of America  
Surety Company

Signature of Authorized Representative

Dillon Rosenhamer, Attorney-in-Fact  
Title



Attest:

Cassidy Scott

(Seal):

*Cassidy Scott*

Note: This form is intended to be used as a companion document to the Contractor's Affidavit of Payment of Debts and Claims, Current Edition



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

**POWER OF ATTORNEY**

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

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



State of Connecticut

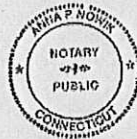
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

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

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

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

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

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

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

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

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

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

Dated this 20th day of November, 2024



Kevin E. Hughes, Assistant Secretary

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

**CONSENT OF SURETY COMPANY TO FINAL PAYMENT**

(SIMILAR TO AIA DOCUMENT G707)

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

**PROJECT:** Bethany Fire Station Addition  
(name, address) Bid Package 06.3 – Millwork

TO (Owner)

Lippert Bros., Inc.  
PO Box 17450, Oklahoma City, OK 73136  
&  
The City of Bethany  
6700 NW 36th Street, Bethany, OK 73008

ARCHITECT'S PROJECT NO: Bond # 107917610  
CONTRACT FOR: General Construction

CONTRACT DATE: October 11, 2023

CONTRACTOR: Lippert Bros., Inc.

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (here insert name and address of Surety Company)

Travelers Casualty and Surety Company of America  
One Tower Square, Hartford CT 06183

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

Lippert Bros., Inc.  
P.O. Box 17450, Oklahoma City, OK 73136

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

Lippert Bros., Inc., PO Box 17450, Oklahoma City, OK 73136  
The City of Bethany, 6700 NW 36th Street, Bethany, OK 73008

, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

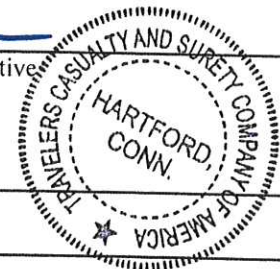
The Surety Company has hereunto set its hand this 20th day of November, 2024

Travelers Casualty and Surety Company of America

Surety Company

Signature of Authorized Representative

Dillon Rosenhamer, Attorney-in-Fact  
Title



Attest: *Cassidy Scott*  
Cassidy Scott  
(Seal):

Note: This form is intended to be used as a companion document to the Contractor's Affidavit of Payment of Debts and Claims, Current Edition



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

**POWER OF ATTORNEY**

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

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



State of Connecticut

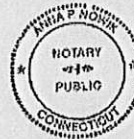
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

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

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

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

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

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

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

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President or any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or understanding to which it is attached.

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

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

Dated this 20th day of November, 2024



Kevin E. Hughes, Assistant Secretary

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

**CONSENT OF SURETY COMPANY TO FINAL PAYMENT**

(SIMILAR TO AIA DOCUMENT G707)

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

**PROJECT:** Bethany Fire Station Addition  
(name, address) Bid Package 07.1 – Standing Seam Metal Roofing, Soffits, & Snow Guards

TO (Owner)

Lippert Bros., Inc.  
PO Box 17450, Oklahoma City, OK 73136  
&  
The City of Bethany  
6700 NW 36th Street, Bethany, OK 73008

ARCHITECT'S PROJECT NO: Bond # 107917611

CONTRACT FOR: General Construction

CONTRACT DATE: October 11, 2023

CONTRACTOR: Lippert Bros., Inc.

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (here insert name and address of Surety Company)

Travelers Casualty and Surety Company of America

One Tower Square, Hartford CT 06183

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

Lippert Bros., Inc.

P.O. Box 17450, Oklahoma City, OK 73136

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

Lippert Bros., Inc., PO Box 17450, Oklahoma City, OK 73136

The City of Bethany, 6700 NW 36th Street, Bethany, OK 73008

, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

The Surety Company has hereunto set its hand this 20th

day of November

, 2024

Travelers Casualty and Surety Company of America  
Surety Company

Signature of Authorized Representative

Dillon Rosenhamer, Attorney-in-Fact

Title

Attest:

Cassidy Scott

(Seal):



Note: This form is intended to be used as a companion document to the Contractor's Affidavit of Payment of Debts and Claims, Current Edition



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

**POWER OF ATTORNEY**

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

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



State of Connecticut

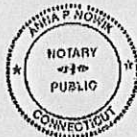
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

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

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

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

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

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

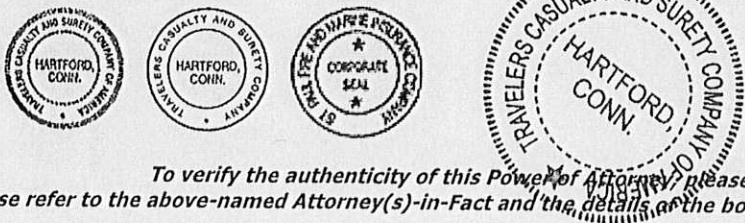
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is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

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

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

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

Dated this 20th day of November, 2024



Kevin E. Hughes, Assistant Secretary

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

# CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

OWNER

ARCHITECT

CONTRACTOR

SURETY

OTHER

Bond No. SURU2210003000

TO OWNER:  
(Name and address)

City of Bethany  
6700 N. W. 36th Street,  
Bethany, OK 73008

ARCHITECT'S PROJECT NO: \_\_\_\_\_

CONTRACT FOR:  
Bethany Fire Station Addition

PROJECT:  
(Name and address)

Bethany Fire Station Addition

CONTRACT DATED: December 18, 2023

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
(Insert name and address of Surety)

Ascot Surety & Casualty Company  
55 W 46th Street, 26th Floor, New York, NY 10036

on bond of  
(Insert name and address of Contractor)

Air Technologies  
110 NE 48th Street, Oklahoma City, OK 73105

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to  
(Insert name and address of Owner)


City of Bethany  
6700 N. W. 36th Street, Bethany, OK 73008

OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: December 4, 2024  
(Insert in writing the month followed by the numeric date and year.)

Ascot Surety & Casualty Company  
(Surety)

  
(Signature of authorized representative)

Attest/Witness:  
(Seal):   
Joanne Czapinski, Witness

Olivia K Spada, Attorney-in-Fact  
(Printed name and title)





### Power of Attorney

**KNOW ALL MEN BY THE PRESENTS:**

That Ascot Surety & Casualty Company and Ascot Insurance Company, each a corporation organized and existing under the laws of the State of Colorado (the "Companies"), do hereby constitute and appoint:

John B. O'Keefe, Joanne Czapinski, Olivia K Spada, and Rebecca E. Johnson

of Hartford, CT (city, state) and each its true and lawful Attorney(s)-in-Fact, with full authority to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line is filled in, only within the area and up to the amount therein designated, any and all bonds, undertakings, recognizances, and other contracts of indemnity or writings obligatory in the nature thereof, issued in the course of its surety business, and to bond the Companies as follows:

**Any such obligations in the United States not to exceed \$50,000,000.00.**

The Companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority Resolutions adopted by the Board of Directors of the Companies, which resolutions are still in effect:

RESOLVED, that any of the Chief Executive Office, the Chief Operating Officer or the Chief Underwriting Officer, acting in conjunction with the head of the surety business line for the Corporation (each an Authorized Individual" and, collectively, the Authorized Individuals"), are authorized to jointly appoint one or more attorneys-in-fact to represent and act for and on behalf of the Corporation in the transaction of the Corporation's surety business to execute (under the common seal of the Corporation if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof:

RESOLVED, that in conjunction with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seals (electronic or otherwise) shall be valid and bonding upon the Corporation when so affixed with respect to any bond, undertaking, recognition or tother contract of indemnity or writing obligatory in the nature thereof;

RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile electronic or mechanically reproduced signature of any Authorized Individual, whether made heretofore or hereafter, whenever appearing upon a copy of any Power of Attorney of the Corporation, with signatures

IN WITNESS WHEREOF, the Companies have caused these presents with the respective corporate seals and to be executed by the individuals named below who are duly authorized and empowered to execute the Power of Attorney on the Companies' behalf, this 1<sup>st</sup> day of July 2024.



ASCOT SURETY & CASUALTY COMPANY  
ASCOT INSURANCE COMPANY

Matthew Conrad Kramer  
Matthew Conrad Kramer (Chief Executive Officer)

Tara North  
Tara North (Executive Vice President, Surety)

STATE OF CONNECTICUT )  
COUNTY OF FAIRFIELD ) ss.

On this 1<sup>st</sup> day of July 2024, before me came the above named Chief Executive Officer of each Ascot Surety & Casualty Company and Ascot Insurance Company and the head of the surety business line for each of Ascot Surety & Casualty Company and Ascot Insurance Company, to me personally known to be the individuals described herein, and acknowledged that the seals affixed to the preceding instrument and the corporate seals of each Ascot Surety & Casualty Company and Ascot Insurance Company, and that the said corporate seals and signatures were duly affixed and subscribed to said instrument by the authority and direction of said Companies.

**KSENIA E. GUSEVA**  
**NOTARY PUBLIC**  
**STATE OF CONNECTICUT**  
My Commission Expires June 30, 2029

Ksenia E. Guseva  
Notary Public Ksenia E Guseva  
My commission expires on June 30, 2029

I, the undersigned Secretary of the Company, do hereby certify that the foregoing excerpts of the Resolution adopted by the Board of Directors of the Companies, and the Power of Attorney issued pursuant thereto, are true and correct, and further certify that both the Resolution and the Power of Attorney are still in full force and effect.

This Certificate may be signed by facsimile under and by the authority of the following resolution of the Board of Directors of the Companies.

RESOLVED, that in connection with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney of certificate bearing such facsimile signatures or facsimile seal (electronic or otherwise) shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizances or other contract of indemnity or writing obligatory in the nature thereof;

IN WITNESS WHEREOF; I have hereunto set my hand and affixed the seal of the Companies, this 4th day of December, 20 24.

ASCOT SURETY & CASUALTY COMPANY  
ASCOT INSURANCE COMPANY

John Gill  
John Gill, Secretary

# CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

Bond No. SURU2210003001

TO OWNER:  
(Name and address)

City of Bethany  
6700 N. W. 36th Street,  
Bethany, OK 73008

ARCHITECT'S PROJECT NO: \_\_\_\_\_

CONTRACT FOR:  
Bethany Fire Station Addition

PROJECT:  
(Name and address)

Bethany Fire Station Addition

CONTRACT DATED: December 18, 2023

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
(Insert name and address of Surety)

Ascot Surety & Casualty Company  
55 W 46th Street, 26th Floor, New York, NY 10036

on bond of  
(Insert name and address of Contractor)

Air Technologies  
110 NE 48th Street, Oklahoma City, OK 73105

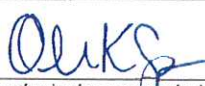
\_\_\_\_\_ , SURETY,  
\_\_\_\_\_ , CONTRACTOR,  
hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of  
any of its obligations to  
(Insert name and address of Owner)

City of Bethany  
6700 N. W. 36th Street, Bethany, OK 73008

OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: December 4, 2024  
(Insert in writing the month followed by the numeric date and year.)

Ascot Surety & Casualty Company  
(Surety)  
  
(Signature of authorized representative)

Attest/Witness:  
(Seal):   
Joanne Czapinski, Witness

Olivia K Spada, Attorney-in-Fact  
(Printed name and title)





**Ascot Surety & Casualty Company**  
**Ascot Insurance Company**  
 55 W 46<sup>th</sup> Street, 26<sup>th</sup> Floor  
 New York, NY 10036

## Power of Attorney

### KNOW ALL MEN BY THE PRESENTS:

That **Ascot Surety & Casualty Company** and **Ascot Insurance Company**, each a corporation organized and existing under the laws of the State of Colorado (the "Companies"), do hereby constitute and appoint:

John B. O'Keefe, Joanne Czapinski, Olivia K Spada, and Rebecca E. Johnson

of Hartford, CT (city, state) and each its true and lawful Attorney(s)-in-Fact, with full authority to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line is filled in, only within the area and up to the amount therein designated, any and all bonds, undertakings, recognizances, and other contracts of indemnity or writings obligatory in the nature thereof, issued in the course of its surety business, and to bond the Companies as follows:

**Any such obligations in the United States not to exceed \$50,000,000.00.**

The Companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority Resolutions adopted by the Board of Directors of the Companies, which resolutions are still in effect:

RESOLVED, that any of the Chief Executive Office, the Chief Operating Officer or the Chief Underwriting Officer, acting in conjunction with the head of the surety business line for the Corporation (each an Authorized Individual" and, collectively, the Authorized Individuals"), are authorized to jointly appoint one or more attorneys-in-fact to represent and act for and on behalf of the Corporation in the transaction of the Corporation's surety business to execute (under the common seal of the Corporation if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof:


RESOLVED, that in conjunction with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seals (electronic or otherwise) shall be valid and bonding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or tother contract of indemnity or writing obligatory in the nature thereof;

RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile electronic or mechanically reproduced signature of any Authorized Individual, whether made heretofore or hereafter, whenever appearing upon a copy of any Power of Attorney of the Corporation, with signatures

IN WITNESS WHEREOF, the Companies have caused these presents with the respective corporate seals and to be executed by the individuals named below who are duly authorized and empowered to execute the Power of Attorney on the Companies' behalf, this 1<sup>st</sup> day of July 2024.



ASCOT SURETY & CASUALTY COMPANY  
 ASCOT INSURANCE COMPANY

  
 Matthew Conrad Kramer (Chief Executive Officer)

  
 Tara North (Executive Vice President, Surety)

STATE OF CONNECTICUT )  
 COUNTY OF FAIRFIELD ) ss.

On this 1<sup>st</sup> day of July 2024, before me came the above named Chief Executive Officer of each Ascot Surety & Casualty Company and Ascot Insurance Company and the head of the surety business line for each of Ascot Surety & Casualty Company and Ascot Insurance Company, to me personally known to be the individuals described herein, and acknowledged that the seals affixed to the preceding instrument and the corporate seals of each Ascot Surety & Casualty Company and Ascot Insurance Company, and that the said corporate seals and signatures were duly affixed and subscribed to said instrument by the authority and direction of said Companies.

**KSENIA E. GUSEVA**  
**NOTARY PUBLIC**  
 STATE OF CONNECTICUT  
 My Commission Expires June 30, 2029

  
 Notary Public Ksenia E Guseva  
 My commission expires on June 30, 2029

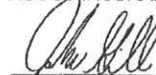
I, the undersigned Secretary of the Company, do hereby certify that the foregoing excerpts of the Resolution adopted by the Board of Directors of the Companies, and the Power of Attorney issued pursuant thereto, are true and correct, and further certify that both the Resolution and the Power of Attorney are still in full force and effect.

This Certificate may be signed by facsimile under and by the authority of the following resolution of the Board of Directors of the Companies.

RESOLVED, that in connection with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney of certificate bearing such facsimile signatures or facsimile seal (electronic or otherwise) shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizances or other contract of indemnity or writing obligatory in the nature thereof;

IN WITNESS WHEREOF; I have hereunto set my hand and affixed the seal of the Companies, this 4th day of December, 2024.

ASCOT SURETY & CASUALTY COMPANY  
 ASCOT INSURANCE COMPANY

  
 John Gill, Secretary

**CONSENT OF SURETY COMPANY TO FINAL PAYMENT**  
AIA DOCUMENT G707

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

Bond # **CBB0066402**

PROJECT: **Bid Pkg. 26 Electrical** - Bethany Fire Station Addition, Project No. SC-1683-013  
(name, address)

3919 N Rockwell, Bethany, OK 73008

TO (Owner)

**LIPPERT BROS INC**

ARCHITECT'S PROJECT NO:  
CONTRACT FOR: Construction

CONTRACT DATE: 02/02/2024

CONTRACTOR:  
SKYLINE ELECTRIC LLC

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
(here insert name and address of Surety Company)

National American Insurance Company  
1010 Manvel Avenue, Chandler, OK 74834 ,SURETY COMPANY,

on bond of (here insert name and address of contractor)  
SKYLINE ELECTRIC LLC  
132 PINWOOD DRIVE ,CONTRACTOR,  
TUTTLE, OK 73089

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall  
not relieve the Surety company of any of its obligations to (here insert name and address of Owner)

LIPPERT BROS INC  
PO BOX 17450  
OKLAHOMA CITY, OK 73136-1450 ,OWNER,  
as set forth in the said Surety Company's bond

IN WITNESS WHEREOF,

The Surety Company has hereunto set its hand this 25th day of November 20 24 .



National American Insurance Company  
Surety Company  
Amy Easter  
Signature of Authorized Representative  
AMY L. EASTER Attorney-in-Fact  
Title

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBT AND CLAIMS,  
Current Edition

AIA DOCUMENT G707 \* CONSENT OF SURETY COMPANY TO FINAL PAYMENT \* APRIL 1970 EDITION \* AIA  
1970 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE. NW WASHINGTON, D.C. 20006

WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution.

NATIONAL AMERICAN INSURANCE COMPANY  
CHANDLER, OKLAHOMA  
POWER OF ATTORNEY

Number: CBB0066402

DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL.

KNOW ALL MEN BY THESE PRESENTS That the National American Insurance Company, a corporation duly organized under the laws of the State of Oklahoma, having its principal office in the city of Chandler, Oklahoma, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 8th day of July, 1987, to wit

"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-fact, such persons, firms, or corporations as may be selected from time to time

Resolved that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of National American Insurance Company

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which it is attached "

National American Insurance Company does hereby make, constitute and appoint

AMY L. EASTER

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, places and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows.

To bind the company for bonds, not to exceed \$4,000,000 00 for any single bond And to bind National American Insurance Company thereby as fully and to the same extent as if such bonds and documents relating to such bonds were, signed by the duly authorized officer of the National American Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the National American Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.



NATIONAL AMERICAN INSURANCE COMPANY

*W. Brent LaGere*

W. Brent LaGere, Chairman & Chief Executive Officer

STATE OF OKLAHOMA )  
COUNTY OF LINCOLN ) SS:

On this 21st day of March, A.D. 2022, before me personally came W. Brent LaGere, to me known, who being by me duly sworn, did depose and say; that he resides in the County of Lincoln, State of Oklahoma; that he is the Chairman and Chief Executive Officer of the National American Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.



*Crystal Earp*

Notary Public  
My Commission Expires August 27, 2025  
Commission #13007877

STATE OF OKLAHOMA )  
COUNTY OF LINCOLN ) SS:

I, the undersigned, Secretary of the National American Insurance Company, an Oklahoma Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of Chandler.

Dated the 25th day of November, 2024



*R. Patrick Gilmore*

R. Patrick Gilmore, Secretary

**BETHANY CITY COUNCIL**

From: Elizabeth Gray, City Manager  
Date: December 17, 2024, 2024  
Subject: Acceptance of Improvements for the Police Headquarters Building Addition (G.O. Bond Prop. 3-B)

BACKGROUND

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

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

On August 20, 2024, the Council approved Change Order No. 1 for additional electrical junction boxes, conduit and wiring for outside wall lighting, and additional electrical outlets in the interior of the new addition in the amount of \$1,980.00 for a new contract amount of \$360,780.00

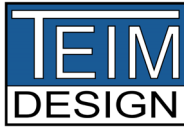
The project is now complete.

RECOMMENDATION

1. Acceptance of Improvements for the Police Headquarters Building Addition, G. O. Bond Proposition 3-B.

ADDITIONAL COMMENTS





TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

December 9, 2024

City of Bethany  
Ms. Elizabeth Gray  
6700 NW 36<sup>th</sup> Street  
Bethany, Oklahoma 73008

Re: Police Headquarters Building Addition (GO Bond Prop. 3-B)

Dear Ms. Gray,

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

Should you need additional information please feel free to contact me.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'RW' or 'Robbie Williams'.

Robbie Williams, PE

Attachment: Maintenance Bond

**MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, Holland Construction, LLC., as Principal, and Old Republic Surety Company, as Surety, are held and firmly bound unto the CITY OF BETHANY of the State of Oklahoma, in the full and just sum of three hundred fifty eight thousand eight hundred dollars and zero cents (\$358,800.00), such sum being equal to the contract amount for a period of one (1) year and thereafter for a period of one (1) year for the sum of fifty three thousand eight hundred twenty dollars and zero cents (\$53,820.00), such sum being not less than 15% of the contract price, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 26th day of September, A.D., 2023.

The conditions of this obligation are such, that whereas, said Principal, has a certain contract between Holland Construction, LLC. and the CITY OF BETHANY dated this 3rd day of October, 2023, agreed to construct in the City of Bethany:

**POLICE HEADQUARTERS BUILDING ADDITION (G.O. BOND PROP. 3-B)  
CITY OF BETHANY, OKLAHOMA**

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

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

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

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

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

ATTEST:

Holland Construction, LLC.



[Signature]  
Secretary

By [Signature]  
Principal

Old Republic Surety Company

ATTEST:

[Signature]  
~~Secretary~~  
Witness Cheryl C. May

By [Signature]  
Surety Todd A. Stein, Attorney-In-Fact

Approved as to form this 3 day of October, A.D., 2023

[Signature]  
City Attorney



# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **TODD A STEIN, MARK G LEVINSON, KELLEY J. WISOR, JEFF MCQUATE** of CLEVELAND, OH

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

- RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
  - (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
  - (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 31st day of March, 2020.

Karen J. Haffner  
Assistant Secretary



Alan Pavlic  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS  
On this 31st day of March, 2020, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson  
Notary Public

My Commission Expires: September 28, 2022  
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE  
I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

27-1179



Signed and sealed at the City of Brookfield, WI this 26th day of September, 2023.

Karen J. Haffner  
Assistant Secretary

**CITY OF BETHANY**

From: Michael Vaughn, Finance Director  
Date: 12/17/2024  
Subject: Delinquent Utility Account Hearing for various Bethany Utility Customers

BACKGROUND

On November 15, 2024, the City of Bethany mailed via certified mail notices of delinquency to a number of utility customers that have Bethany sewer services and Oklahoma City water. Per Bethany Ordinance 2049, customers are entitled to a hearing before Council prior to Council declaring the accounts delinquent and submitting them to Oklahoma City to request termination of their water service. All of the utility customers notified have not paid for any Bethany utility services for at least thirty days past their bill's due date.

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

RECOMMENDATION

1. Approve Resolution No. 1711 finding the accounts of the listed utility customers delinquent.

ADDITIONAL COMMENTS

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

**THE CITY OF BETHANY**

**RESOLUTION NO. 1711**

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

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

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

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

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

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

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

ADOPTED THIS 17<sup>th</sup> DAY of DECEMBER, 2024

THE CITY OF BETHANY

(SEAL)

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

Attachment 1

**Utility Accounts for Delinquency Hearing on 12-17-24**

<b>Account #</b>	<b>Name</b>	<b>Address</b>	<b>Amount Due</b>
52-2800-07	BUDLEY KOLBY	5904 NW 83RD ST OKC, OK 73132	1700.01
52-1500-02	AUBREY LONG	5905 QUEENS GATE RD OKC, OK 73132	1319.9
52-2158-01	ELMER PARRATT	11413 SPRING CREEK RD OKC, OK 73162	1274.7
52-2680-04	MELISA DEMENT	5933 NW 81ST ST OKC, OK 73132	425.5
52-0244-04	FELIX CURBELO	11209 BLUE STEM DR OKC, OK 73129	486.19

## BETHANY CITY COUNCIL

From: Elizabeth Gray  
Date: December 9, 2024  
Subject: Consideration and Action to Appoint a new Vice-Mayor for the remainder of Fiscal Year 2025 due to a recent vacancy

### BACKGROUND

Vice-Mayor and Ward IV Council Member Jeff Knapp resigned on December 3, 2024, creating a vice-mayor vacancy.

The Bethany Charter provides as follows:

### **ARTICLE II: LEGISLATIVE DEPARTMENT**

#### **SECTION 2-4. VICE-MAYOR: APPOINTMENT, DUTIES.**

The Council shall appoint one of its members Vice-Mayor for a term of one year at the first meeting in June of each year. He shall act as Mayor during the absence or disability of the mayor, and if a vacancy occurs shall become Mayor for the completion of the unexpired term. If, by succession to the office of Mayor or otherwise the office of Vice-Mayor becomes vacant, the Council shall appoint another Vice-Mayor.

### RECOMMENDATION

1. As develops during the meeting.

### ADDITIONAL COMMENTS

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

**BETHANY CITY COUNCIL**

From: Elizabeth A. Gray, City Manager  
Date: December 9, 2024  
Subject: Appointment of Ward 4 Council Vacancy

BACKGROUND

Per the City of Bethany Charter:

**ARTICLE II: LEGISLATIVE DEPARTMENT**

**SECTION 2-12. COUNCIL: VACANCIES.**

The Council, by majority vote of its remaining members, shall fill vacancies in its own membership for the unexpired terms within thirty (30) days of the date the vacancy occurs. Provided, if a vacancy occurs in the office of Councilmember which office has more than twelve (12) months remaining on an unexpired term, then the remaining members of the City Council shall call for a special election for the purpose of filling the vacancy for the duration of the unexpired term. The election shall be held within ninety (90) days of the date the Council position becomes vacant.

J. Robert High has indicated a willingness to serve Ward IV on the Bethany City Council for the remaining unexpired term left when Jeff Knapp resigned on December 3, 2024.

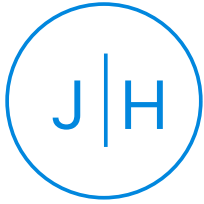
RECOMMENDATION

1. As develops during the meeting.


ADDITIONAL COMMENTS

Resume attached for review.





# J Robert High

 Bethany, OK 73008



 [Bold Profile](#)

## WORK HISTORY

### HUMAN RESOURCES MANAGER

08/2024 to CURRENT

#### Ram Products | Oklahoma City, OK

- Maintained company compliance with local, state, and federal laws, in addition to established organizational standards.
- Collaborated with executive leadership to align HR initiatives with overall business goals and objectives.
- Maintained accurate HR records in compliance with applicable laws, ensuring efficient data retrieval when required.
- Facilitated open communication channels between employees and management by conducting regular town hall meetings or roundtable discussions.
- Worked with managers to achieve compliance with organizational policies, providing clarifying information and recommending necessary changes.
- Fielded employee inquiries related to insurance, pension plan, vacation, sick leave and employee assistance.
- Ensured compliance with federal, state, and local labor laws through regular audits and policy updates.

### CO-FOUNDER/OWNER, DIRECTOR OF TRAINING

01/2023 to CURRENT

#### IDD Safe | Oklahoma City, OK

- Fostered collaboration among similar entities by facilitating cross-functional trainings promoting knowledge sharing.
- Evaluated training effectiveness, utilizing feedback to continually improve program offerings.
- Reviewed and edited all training materials for accuracy.
- Directed training programs and develop educational materials for persons with intellectual and developmental disabilities and their caregivers for safe interactions with police and other first responders.
- Develop courses specifically for de-escalation for persons with intellectual and developmental disabilities and their caregivers.
- Launch e-learning platforms for interactive educational courses.

### MASTER SGT. INVESTIGATOR

03/1995 to 08/2020

#### City of Oklahoma City Police Department | Oklahoma City, OK

- Carefully documented statements, observations, and evidentiary materials.
- Collaborated with federal agencies on investigations.
- Conducted interviews with witnesses and clients.

- Collected, analyzed and interpreted information, documentation, and physical evidence associated with investigations.
- Conducted thorough face-to-face interviews with employers, families, neighbors, friends, and suspects, and documented investigative findings.
- Documented findings and prepared detailed reports.
- Increased conviction rates by collaborating closely with prosecutors to build strong cases.
- Identified trends in criminal activities, allowing for proactive measures to be taken against future threats.
- Offered training seminars on investigative techniques, elevating skill level within department and fostering collaboration among team members.
- Ensured compliance with legal regulations during investigations, minimizing risk for litigation or procedural errors.
- Increased conviction rates by collaborating closely with prosecutors to build strong cases.
- Subject matter expert for Department for Use of Force
- Federal Court recognized expert witness

## **WAREHOUSE WORKER**

*08/1980 to 02/1995*

### **Fleming Co. Inc. | Oklahoma City, OK**

- Loaded, unloaded, and moved material to and from storage and production areas.
- Shipped material and performed boxing, packing, labeling, and preparation of related documents.
- Loaded and unloaded materials onto and off of trucks for fast shipment.
- Assisted in receiving, stocking and distribution of merchandise.
- Maintained clean, orderly work environment free of hazards.
- Reduced order processing times with streamlined picking, packing, and shipping procedures.
- Used machinery and equipment such as box cutters, shrink-wrap guns.
- Operated automated sortation system for enhanced order fulfillment
- Assembled pallets and crates for secure transportation of materials.
- Ensured accurate order fulfillment by diligently cross-checking pick lists against packed items for consistency.
- Operated various warehouse equipment such as forklifts, pallet jacks, and hand trucks to efficiently handle materials.

## **EDUCATION**

Basic Law Enforcement Training

*08/1995*

**Oklahoma City Police Academy, Oklahoma City, OK**

High School Diploma

*05/1980*

**Carl Albert HS, Midwest City, OK**

## SUMMARY

Diligent manager with comprehensive experience in managing all facets of human resources functions including recruitment, employee relations, and compliance. Demonstrated success in fostering positive work environment and implementing effective HR policies that support organizational goals. Proven ability to leverage communication and conflict resolution skills to enhance team dynamics and drive employee engagement.

## SKILLS

- HR policies and procedures
- Employee relations
- Microsoft office proficiency
- Training and mentoring
- Records management

**BETHANY CITY COUNCIL**

From: Elizabeth A. Gray, City Manager  
Date: December 9, 2024  
Subject: Consideration and possible action authorizing Oklahoma Municipal Assurance Group (OMAG) to apply our Workers' Compensation Plan Escrow Credit Balance of \$51,669.91 toward our 2024-2025 premium renewal

BACKGROUND

The Oklahoma Municipal Assurance Group (OMAG) refunds Cities when we do not use all our loss fund. The current escrow account balance with OMAG is \$51,669.91.

In the past we have always authorized OMAG to apply the escrow account back to our account to be used for next year's costs. This money can be used for Workers' Comp, Property Insurance, or General Liability & Auto. The money can also be returned to our General Fund if we request it.

RECOMMENDATION

1. Staff recommends applying the escrow amount to be used for next year's premiums.

ADDITIONAL COMMENTS





December 6, 2024

Lesa Lamar  
City of Bethany  
P.O. Box 219  
Bethany, OK 73008-0219

Re: Return from the 2021-2022 OMAG Workers' Compensation Plan Year

Dear Ms. Lamar:

**CONGRATULATIONS!** As a result of favorable workers' compensation claims activity by the **City of Bethany**, your municipality is receiving a return from the Loss Fund deposited with the Oklahoma Municipal Assurance Group (OMAG) for the 2021-2022 Workers' Compensation Plan Year. OMAG's Board of Trustees has authorized the return to the of the unused portion of its Fiscal Year 2021-2022 Loss Fund in the amount of **\$44,788.67**. This amount has been transferred to your Escrow Account. Your current Escrow Account balance is **\$51,669.91** and can be used at any time upon your written request accompanied by a copy of the minutes of your governing body authorizing the distribution of the Escrow Account funds. ***If you have paid your premium in full for the current 2024-2025 policy, you do not need to send the Resolution Form back in to OMAG.***

This year, **\$2.6 million** is being returned to **225** OMAG Workers' Compensation Plan members. In the first **39 years** of the Plan, it has returned over **\$67 million**. We hope you will share this good news with your governing body, staff, citizens and neighboring municipalities.

This return is subject to the condition that upon receipt of the amount stated above, which is a conditional distribution of the whole or part of the Member's Loss Fund paid to OMAG for the 2021-2022 Fiscal Year, the Plan member may be liable for the whole or part of said amount to OMAG for benefits payable under the Oklahoma Workers' Compensation Act, 85 O.S. § 1, *et seq.*, contingent upon notification to OMAG by CompSource Mutual Insurance Company (CompSource) that benefits are due and payable for claims against the Plan member made for the Fiscal Year. Upon notice by CompSource to OMAG as described above, the Plan member shall make payment to OMAG within sixty (60) days from receipt of written notice of the payment due OMAG. In the event the Plan member fails to make payment to OMAG, the Plan member authorizes OMAG to debit the amount due from the Plan Member's Escrow Account.

***Congratulations, again! Keep up the good work.***

Sincerely,

Tina Kliewer, CISR  
Workers' Compensation Program Manager

RESOLUTION NO. 1709

**A RESOLUTION AUTHORIZING OMAG TO DISTRIBUTE ESCROW ACCOUNT FUNDS**

**WHEREAS**, the City of Bethany desires to send a request to OMAG:

Return of Escrow Account Funds in the amount of \$ \_\_\_\_\_, or

Apply Escrow Account Funds in the amount of \$ \_\_\_\_\_ to the  
Workers' Compensation / Property / GL&Auto (circle one or more of the previous policy types)  
Policy premium. Please indicate which plan and amount you want to apply the funds.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF BETHANY,  
OKLAHOMA** that we approve Resolution No. \_\_\_\_\_ and authorize the request of return.

**APPROVED BY THE BOARD OF COMMISSIONERS FOR THE CITY OF BETHANY,**

**THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_**

\_\_\_\_\_  
, Mayor

Attest:

\_\_\_\_\_  
(Municipal Official)  
City of Bethany

RESOLUTION NO. 1710

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BETHANY, OKLAHOMA OPPOSING PASSAGE OF THE FEBRUARY BALLOT ITEM CONCERNING SUBSIDIES TO BUSINESSES AND CORPORATIONS, A CHARTER AMENDMENT.**

**WHEREAS**, an initiative petition ballot measure proposing an amendment to the Charter of the City of Bethany to prohibit the subsidy of businesses and corporations with public funds controlled by the City of Bethany, as set forth in Resolution No. 1706 and published in accordance with the laws of the State of Oklahoma has been placed on the February election calendar; and

**WHEREAS**, the measure if passed would prohibit Tax Increment Financing as authorized by the Oklahoma Constitution at Article 10 Section 6C; and

**WHEREAS**, the measure if passed would prohibit the use of tax rebates to induce businesses to come to the City of Bethany; and

**WHEREAS**, the measure if passed prevents would prevent subsidies to any businesses or corporations to include non-profit corporations and municipal corporations; and

**WHEREAS**, the measure if passed may have unintended consequences that could impact, impede, or prevent agreements with public interest programs in which corporations participate are benefit from to include the Bethany Economic Development Authority’s Bethan Improvement Grant; and.

**WHEREAS**, the measure if passed would reduce the City of Bethany’s bargaining power to enter into agreements with businesses and corporations to promulgate economic and tax base growth in the public interest, and to compete with Oklahoma City in attracting businesses to our community.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Bethany, Oklahoma opposes the passage of the subsidy ballot item.

END

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

ATTEST:

\_\_\_\_\_  
MAYOR/CHAIRMAN

\_\_\_\_\_  
CITY CLERK/SECRETARY

Approved as to form and legality on \_\_\_\_\_,2024

\_\_\_\_\_  
City Attorney

**BETHANY CITY COUNCIL**

From: Robert Ray Jones, Jr.  
Date: December 11, 2024  
Subject: Amendment to Airport Trust Water Lease

BACKGROUND

The water lease with the Airport Trust was set to expire November 4, 2024, but City of Bethany has been negotiating an extension of the lease with the Trust. The Airport Trust represents that it does not want to continue the water lease long term and wants to terminate non-airport uses of property. Currently, the only well on the property is well #23, which is contaminated and non-operating pursuant to a settlement agreement from previous litigation.

The property leased from the Airport Trust is generally not suitable for drilling because of the contamination and the location of the airfield. Because of the overlap with the City of Bethany's OWRB water permit based upon the city's boundary, there was the potential for limited expansion south of NW 50<sup>th</sup> and north of NW 39<sup>th</sup> and east of North Thompkins Avenue.

If the lease is terminated, OWRB will need to be notified, and an adjustment made to the amount of water the City of Bethany may draw from its permits. The lease negotiation provides a short extension for the possible acquisition of other water leases before notification will need to be provided to OWRB and reduce the total amount of water the city is authorized to draw.

RECOMMENDATION

1. City attorney recommends approval of the resolution.

ADDITIONAL COMMENTS



**AMENDMENT NO. 1 TO UNIFORM WATER LEASE (COB PWSW NO. 23)**

This Amendment No. 1 to the Uniform Water Lease (“Agreement”) is entered into by and between the Trustees of the Oklahoma City Airport Trust (“Lessor”), and the City of Bethany, Oklahoma, a municipal corporation, (“Lessee”), (Lessor and Lessee collectively referred to as the “Parties”) with the approval of the City of Oklahoma City (“City”), a municipal corporation:

**W I T N E S S E T H:**

**WHEREAS**, the Lessor leases, operates, and maintains certain real estate for the benefit of the City known as Wiley Post Airport (“PWA Airport”), located in Oklahoma County, Oklahoma; and

**WHEREAS**, the Parties, entered into an Agreement dated October 1, 2019 for Lessee to lease certain premises and to obtain certain rights from the Lessor on which to operate a public water supply well (“PWSW”) and to extract ground water for its public water supply from beneath the Airport; and

**WHEREAS**, the Agreement expired on November 4, 2024, but the Parties have agreed to extend the Agreement until May 4, 2025.

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

1. This Amendment No. 1 is retroactive to November 5, 2024 (“Effective Date”).
2. The parties have agreed that as of the Effective Date, Paragraph 4 - TERM shall be amended and replaced in its entirety as of the Effective Date as follows:

It is agreed that this Lease shall commence on July 1, 2019 (“Effective Date”) and shall remain in force for a term of five (5) years and six (6) months (“Primary Term”) and expire on May 4, 2025 (“Termination Date”). At the expiration of the Primary Term, the parties may mutually agree to enter into a new lease at mutually agreeable terms and conditions provided there is no objection to and the agreement meets all of the non-aeronautical requirements for the use of the Airport property in this manner by the Federal Aviation Administration and the Lessor. If either party desires to enter into a new lease at the end of the Primary Term, written notice must be given to the other party at least sixty (60) days prior to the expiration of the Primary Term.

3. The parties have agreed that that as of the Effective Date, Paragraph 5 – GROUND RENT AND FLOWAGE FEE shall be amended with the addition of a second paragraph as follows:

“ ....

From November 5, 2024 to May 4, 2025, Lessor shall pro-rate the annual Fees for these six months and shall invoice the Lessee for the pro-rated Ground Rent which shall be \$5,506.36. At the termination of the Primary Term, the Lessor will invoice Lessee for the pro-rated flowage fees for the number of months in the extension at \$.72 per thousand gallons of groundwater extracted from the Water Rights Area during the extension, and Lessee shall have sixty (60) days from the date of the invoice to pay flowage fees, and any remaining Fees, in full, or prior to a new agreement commencing, whichever should occur first. If any part of such Fees is not paid by the sixtieth (60th) day, then they shall be deemed delinquent and any outstanding balance shall earn interest at the rate of one and one-half percent (1.5%) per month until said delinquency is paid in full. Said interest shall be considered additional rental and/or compensation for the Water Rights Area and shall become due and payable to the Lessor. ”

4. It is understood and agreed by the Parties that, except as amended by this Amendment No. 1, all other terms, and conditions of the Agreement shall remain in full force and effect to the extent they are not in conflict with any provision contained in this Amendment No. 1, and the recitals and provisions of this Amendment No. 1 shall become a part of the Agreement as if fully written therein and known hereinafter as the “Agreement.”

**IN WITNESS WHEREOF**, the Parties have hereunto set their hands to this Amendment No. 1 as of the Effective Date stated above.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**ATTEST:**

**CITY OF BETHANY, OKLAHOMA**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

AFFIDAVIT

STATE OF \_\_\_\_\_ )

) SS

COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, of lawful age, being duly sworn, on oath states that he/she is the agent authorized by the City of Bethany to execute the document accordingly, the documents, contracts and agreements and have the authority under the standing authorities of said corporation to bind the City of Bethany to the terms and provisions of such documents, contracts and agreements.

\_\_\_\_\_  
Signature /Title of Authorized Agent

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

Commission Expiration Date:

\_\_\_\_\_







**City of Bethany General Fund**  
**Statement of Revenues and Expense**  
**November 2024**

**AGENDA: 12/17/2024**  
**ITEM: 15 (A)**

**Revenues**

	<b>2024-2025 Annual Budget</b>	<b>November Revenues</b>	<b>Year to Date Revenue</b>	<b>Year to Date Percentage of Budget</b>	<b>Budget Remaining</b>
SALES TAX 82.5% DEDICATED	4,952,440.00	414,228.00	2,078,191.00	41.96%	2,874,249.00
USE TAX REVENUE	1,467,631.00	129,715.00	655,760.00	44.68%	811,871.00
HOTEL TAX REVENUE	57,113.00	4,458.00	22,499.00	39.39%	34,614.00
CABLE FRANCHISE TAX REVENUE	60,454.00	23,055.00	47,009.00	77.76%	13,445.00
PHONE FRANCHISE TAX REVENUE	77,083.00	1,836.00	3,938.00	5.11%	73,145.00
UTILITY FRANCHISE TAX REVENUE	883,630.00	51,636.00	310,033.00	35.09%	573,597.00
OCCUPATIONAL LICENSE REVENUE	50,345.00	1,930.00	21,896.00	43.49%	28,449.00
BUILDING PERMIT REVENUE	54,934.00	1,844.00	16,306.00	29.68%	38,628.00
INSPECTION PERMIT REVENUE	71,405.00	1,936.00	17,472.00	24.47%	53,933.00
ZONING PERMITS	1,050.00	0.00	0.00	0.00%	1,050.00
ANIMAL LICENSE REVENUE	1,000.00	20.00	152.00	15.20%	848.00
ABATEMENT REVENUE	8,000.00	6,419.00	9,007.00	112.59%	-1,007.00
MOTOR FUEL TAX REVENUE	37,354.00	2,979.00	29,999.00	80.31%	7,355.00
COMMERCIAL VEH TAX REVENUE	131,772.00	13,675.00	55,604.00	42.20%	76,168.00
CIGARETTE TAX REVENUE	38,671.00	0.00	11,788.00	30.48%	26,883.00
ALCOHOL BEVERAGE TAX REVENUE	53,832.00	4,482.00	23,979.00	44.54%	29,853.00
ACCOUNTING SERVICE REVENUE	26,400.00	2,200.00	8,800.00	33.33%	17,600.00
EMERGENCY MEDICAL CALL SVC FEE	280,831.00	23,664.00	117,845.00	41.96%	162,986.00
STORMWATER COMPLIANCE FEE	324,218.00	27,328.00	136,102.00	41.98%	188,116.00
CEMETARY LOT SALES REVENUE	11,880.00	0.00	0.00	0.00%	11,880.00
MINERAL RIGHTS & ROYALTIES REV	11,086.00	496.00	3,757.00	33.89%	7,329.00
POLICE FINES & COURT COST REV	641,844.00	46,258.00	277,883.00	43.29%	363,961.00
INTEREST INCOME	29,472.00	1.00	19,152.00	64.98%	10,320.00
MISCELLANEOUS REVENUE	84,452.00	19,020.00	89,730.00	106.25%	-5,278.00
REIMBURSEMENT REVENUE	26,119.00	11.00	11.00	0.04%	26,108.00
CREDIT CARD FEES	101,986.00	8,042.00	43,492.00	42.65%	58,494.00
GRANT REVENUE	121,434.00	0.00	3,000.00	2.47%	118,434.00
SALE OF ASSETS	0.00	0.00	0.00	0.00%	0.00
SETTLEMENT PROCEEDS	0.00	0.00	0.00	0.00%	0.00
ECONOMIC DEV PROMO & EVENT RE	288.00	0.00	0.00	0.00%	288.00
OMAG REFUNDS	56,946.00	0.00	0.00	0.00%	56,946.00
<b>Total Revenues</b>	<b>9,663,670.00</b>	<b>785,233.00</b>	<b>4,003,405.00</b>	<b>41.43%</b>	<b>5,660,265.00</b>
<b>Transfers In</b>	<b>2,828,894.00</b>	<b>216,667.00</b>	<b>1,083,335.00</b>	<b>38.30%</b>	<b>1,745,559.00</b>
<b>Total Revenues and Transfers In</b>	<b>12,492,564.00</b>	<b>1,001,900.00</b>	<b>5,086,740.00</b>	<b>40.72%</b>	<b>7,405,824.00</b>

**Expenses**

	<b>2024-2025 Annual Budget</b>	<b>November Expenses</b>	<b>Year to Date Expenses</b>	<b>Year to Date Percentage of Budget</b>	<b>Budget Remaining</b>
01.0-MANAGEMENT	990,500.00	68,849.00	403,502.00	40.74%	586,998.00
02.0-FINANCE	431,087.00	70,459.00	188,688.00	43.77%	242,399.00
03.0-MUNICIPAL COURT	616,560.00	36,832.00	209,271.00	33.94%	407,289.00
04.0-ENGINEERING	190,000.00	19,745.00	40,628.00	21.38%	149,372.00
05.0-POLICE	5,150,439.00	390,511.00	2,058,461.00	39.97%	3,091,978.00
06.0-FIRE	3,042,490.00	270,244.00	1,282,553.00	42.15%	1,759,937.00
07.0-COMMUNITY DEV	690,047.00	48,807.00	301,452.00	43.69%	388,595.00
08.1-PW ADMIN	172,822.00	12,367.00	66,926.00	38.73%	105,896.00
08.2-STREETS	809,362.00	73,088.00	325,354.00	40.20%	484,008.00
08.4-FLEET MAINT	109,159.00	10,896.00	59,131.00	54.17%	50,028.00
08.5-PARKS	578,434.00	39,430.00	201,945.00	34.91%	376,489.00
98.0-CONTINGENCY	470,000.00	0.00	0.00	0.00%	470,000.00
<b>TOTAL EXPENDITURES</b>	<b>13,250,900.00</b>	<b>1,041,228.00</b>	<b>5,137,911.00</b>	<b>38.77%</b>	<b>8,112,989.00</b>
<b>Transfers Out</b>	<b>86,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>0.00</b>
<b>Total Expenses and Transfers Out</b>	<b>13,336,900.00</b>	<b>1,041,228.00</b>	<b>5,137,911.00</b>	<b>38.52%</b>	<b>8,112,989.00</b>
<b>Revenues over (under) expenses</b>	<b>-844,336.00</b>	<b>-39,328.00</b>	<b>-51,171.00</b>	<b>6.06%</b>	<b>-707,165.00</b>

**Bethany Public Works Authority**  
**Statement of Revenues and Expenses**  
**November 2024**

**Revenues**

	<b>2024-2025 Annual Budget</b>	<b>November Revenues</b>	<b>Year to Date Revenue</b>	<b>Year to Date Percentage of Budget</b>	<b>Budget Remaining</b>
RESIDENTIAL PENALTY REVENUE	180,000.00	14,454.00	72,366.00	40.20%	107,634.00
COMMERCIAL PENALTY REVENUE	41,660.00	2,004.00	16,224.00	38.94%	25,436.00
SOLID WASTE REVENUE	2,993,614.00	251,810.00	1,251,746.00	41.81%	1,741,868.00
WATER REVENUE	5,603,550.00	415,387.00	2,223,853.00	39.69%	3,379,697.00
WATER TAP REVENUE	25,000.00	375.00	2,280.00	9.12%	22,720.00
SEWER REVENUE	4,085,728.00	345,959.00	1,712,425.00	41.91%	2,373,303.00
SEWER TAP REVENUE	1,000.00	50.00	150.00	15.00%	850.00
INTEREST INCOME	296,945.00	3,359.00	141,865.00	47.77%	155,080.00
LEASE REVENUE	175,000.00	7,528.00	83,013.00	47.44%	91,987.00
SCRAP METAL REVENUE	0.00	0.00	1,294.00	0.00%	-1,294.00
GRANT REVENUE	984,000.00	0.00	0.00	0.00%	984,000.00
MISCELLANEOUS REVENUE	0.00	203.00	231.00	0.00%	-231.00
*** TOTAL REVENUE ***	14,386,497.00	1,041,129.00	5,505,447.00	38.27%	8,881,050.00
<b>Total Revenues and Transfers In</b>	14,386,497.00	1,041,129.00	5,505,447.00	38.27%	8,881,050.00

**Expenses**

	<b>2024-2025 Annual Budget</b>	<b>November Expenses</b>	<b>Year to Date Expenses</b>	<b>Year to Date Percentage of Budget</b>	<b>Budget Remaining</b>
02.0-BPWA FINANCE	629,408.00	70,180.00	248,013.00	39.40%	381,395.00
08.1-BPWA ADMIN	188,833.00	13,163.00	73,627.00	38.99%	115,206.00
08.3-BPWA SANITATION	2,296,435.00	183,974.00	639,879.00	27.86%	1,656,556.00
08.4-BPWA FLEET MAINT	113,988.00	1,562.00	5,108.00	4.48%	108,880.00
12.0-BPWA WATER PLANT	2,066,485.00	133,511.00	797,199.00	38.58%	1,269,286.00
12.1-BPWA WATER LINE	2,069,203.00	21,143.00	277,573.00	13.41%	1,791,630.00
12.2-BPWA SEWER LINE	3,566,751.00	177,796.00	865,573.00	24.27%	2,701,178.00
97.0-DEBT SERVICE INTERST EXP	560,036.00	50,341.00	350,774.00	62.63%	209,262.00
98.0-CONTINGENCY	50,000.00	0.00	0.00	0.00%	50,000.00
99.0-TRANSFERS OUT	2,600,000.00	216,667.00	1,083,335.00	41.67%	1,516,665.00
<b>Total Expenses and Transfers Out</b>	14,141,139.00	868,337.00	4,341,081.00	30.70%	9,800,058.00
<b>DEBT SERVICE PRINCIPAL</b>	1,250,157.00	80,000.00	388,208.00	31.05%	861,949.00
<b>Revenues over (under) Expenses/Debt Service</b>	-1,004,799.00	92,792.00	776,158.00	-77.25%	-1,780,957.00

**City of Bethany**  
**Capital Improvement Fund**  
**November 2024**

**Revenues**

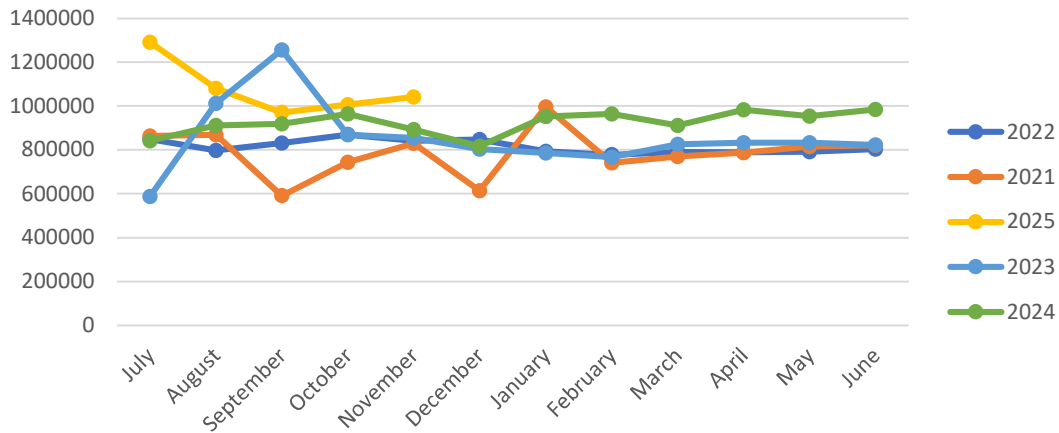
	<b>2024-2025 Annual Budget</b>	<b>November Revenue</b>	<b>Year to Date Revenue</b>	<b>Year to Date Percentage of Budget</b>	<b>Budget Remaining</b>
SALES TAX 17.5% DEDICATED	1,077,784.00	87,867.00	440,828.00	40.90%	636,956.00
INTEREST REVENUE	3,358.00	0.00	4,631.00	137.91%	-1,273.00
TRANSFER FROM GF	0.00	0.00	0.00	0.00%	0.00
MISCELLANEOUS REVENUE	0.00	0.00	1.00	0.00%	-1.00
GRANT REVENUE	2,009,161.00	0.00	0.00	0.00%	2,009,161.00
<b>Total Revenue</b>	<b>3,090,303.00</b>	<b>87,867.00</b>	<b>445,460.00</b>	<b>14.41%</b>	<b>2,644,843.00</b>

**Expenses**

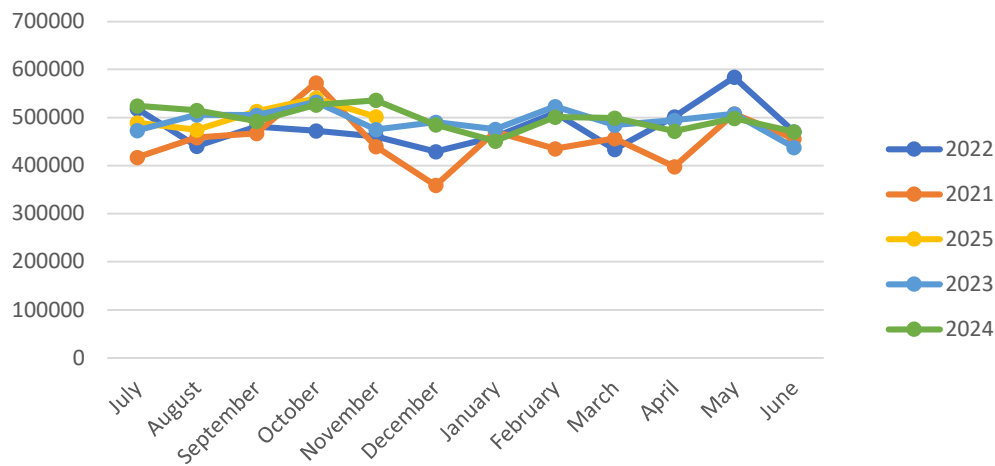
	<b>2024-2025 Annual Budget</b>	<b>November Expenses</b>	<b>Year to Date Expenses</b>	<b>Year to Date Percentage of Budget</b>	<b>Budget Remaining</b>
Capital Projects					
RIPPER PARK POOL	101,500.00	0.00	0.00	0.00%	101,500.00
CDBG GRANT MATCH	400,000.00	0.00	0.00	0.00%	400,000.00
31ST STREET LIFT STATION	79,061.00	0.00	7,888.00	0.00%	71,173.00
FIRE TRUCK LEASE PAYMENT	85,000.00	0.00	84,084.00	98.92%	916.00
CRRSAA ROCKWELL PROJECT	623,161.00	0.00	1,432.00	0.23%	621,729.00
CITY HALL HVAC REPLACEMENT	25,000.00	0.00	22,462.00	89.85%	2,538.00
RON CLARK DOG PARK	40,000.00	383.00	32,290.00	80.73%	7,710.00
RIPPER PARK IMPROVEMENTS	89,182.00	0.00	89,182.00	100.00%	0.00
PD FLOCK CAMERAS	30,000.00	0.00	22,050.00	73.50%	7,950.00
SEWER POP-OFF VALVE PROG.	50,000.00	0.00	0.00	0.00%	50,000.00
STREETS DUMP TRUCK	155,000.00	0.00	0.00	0.00%	155,000.00
STREETS SALT/SAND SPREADER	50,000.00	0.00	0.00	0.00%	50,000.00
FLEET PICKUP	35,000.00	0.00	0.00	0.00%	35,000.00
TAP SIDEWALK PROJECT	1,500,000.00	0.00	0.00	0.00%	1,500,000.00
PW ZTR MOWER	19,000.00	0.00	18,195.00	95.76%	805.00
PD HVAC	20,000.00	0.00	0.00	0.00%	20,000.00
STREETS SNOW PLOW	18,000.00	0.00	0.00	0.00%	18,000.00
TRAFFIC SIGNAGE	10,000.00	0.00	0.00	0.00%	10,000.00
STREETS OVERHEAD DOOR	6,000.00	0.00	0.00	0.00%	6,000.00
PARKS OVERHEAD DOOR	18,000.00	0.00	0.00	0.00%	18,000.00
<b>Total Capital Projects</b>	<b>3,353,904.00</b>	<b>383.00</b>	<b>277,583.00</b>	<b>8.28%</b>	<b>3,076,321.00</b>

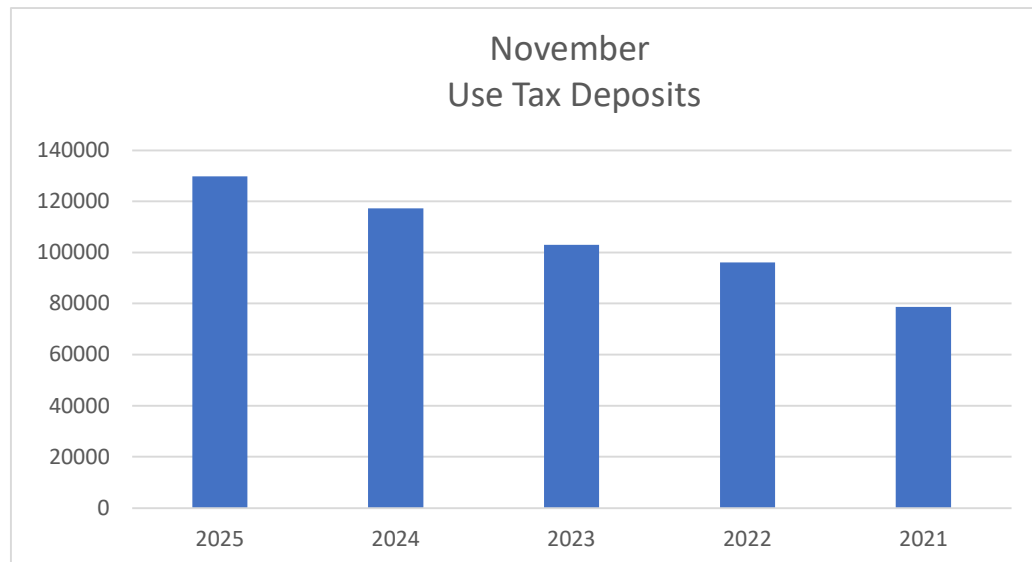
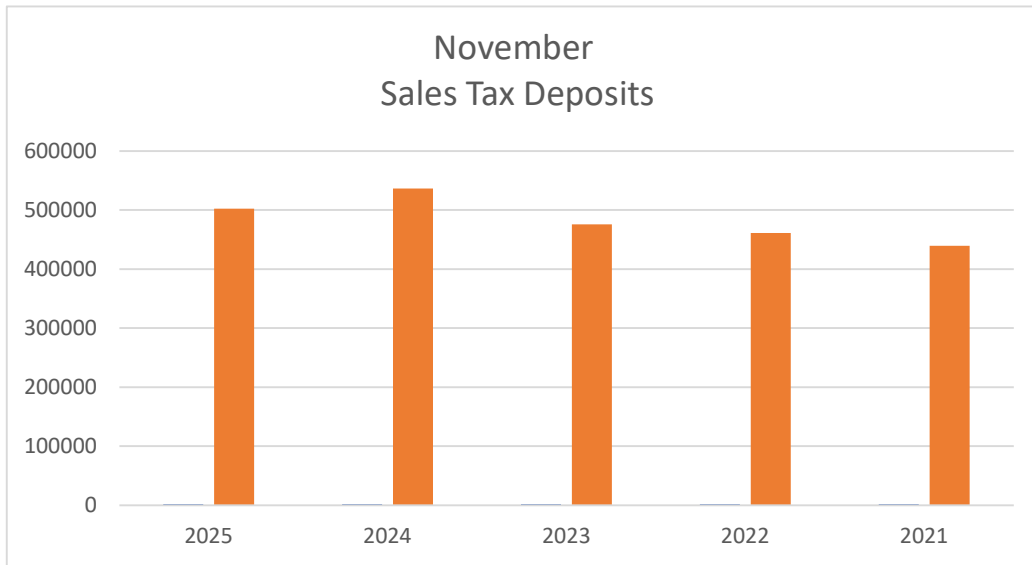
<b>Revenues Over (under) Expenses</b>	<b>-263,601.00</b>	<b>87,484.00</b>	<b>167,877.00</b>	<b>-63.69%</b>	<b>-431,478.00</b>
---------------------------------------	--------------------	------------------	-------------------	----------------	--------------------

### Public Works Authority Monthly Income



### Monthly Sales Tax Income





**Bethany/Warr Acres Public Works Authorityt Authority**  
**Financial Statement Summary**  
**Year-To-Date for the Period Ending November 31st, 2024**

	BUDGET	ACTUAL	
<b>BEGINNING FUND BALANCE</b>	<b>\$673,521</b>	<b>\$673,521</b>	<b>41.67% OF BUDGET</b>
REVENUES	\$3,765,816	\$1,544,054	41.00%
EXPENDITURES	-\$3,365,816	-\$796,406	23.66%
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>\$1,073,521</b>	<b>\$1,421,169</b>	
TRANSFERS IN	\$0	\$0	
TRANSFERS OUT	\$0	\$0	
<b>NET OTHER</b>	<b>\$0</b>	<b>\$0</b>	
<b>INCREASE (DECREASE) TO BEGINNING FUND BALANCE</b>	<b>\$400,000</b>	<b>\$747,648</b>	
<b>ENDING FUND BALANCE (BEFORE BUDGETED RESERVE)</b>	<b>\$1,073,521</b>	<b>\$1,421,169</b>	
BUDGETED RESERVE	\$0	\$0	
<b>ENDING FUND BALANCE</b>	<b>\$1,073,521</b>	<b>\$1,421,169</b>	
<b>ENDING BALANCE AS A PERCENTAGE OF ANNUAL REVENUES</b>	<b>28.51%</b>	<b>37.74%</b>	

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

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

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

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

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

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

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

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

## **BETHANY PUBLIC WORKS AUTHORITY MEETING**

### **BETHANY CITY HALL**

**TUESDAY, DECEMBER 3, 2024**

**6:30 P.M.**

<b>MEMBERS PRESENT:</b>	Nikki Lloyd	Chairman
	Jeff Knapp	Vice-Chairman
	Steve Palmer	Trustee
	Chris Powell	Trustee
	Marilyn McPhail	Trustee
	Ken Smart	Trustee
	Peter Plank	Trustee
	Kathy Larsen	Trustee
<b>MEMBERS ABSENT:</b>	Brian Magirowsky	Trustee
<b>OTHERS PRESENT:</b>	Ray Jones	City Attorney
	Elizabeth Gray	City Manager
	Michael Vaughn	City Clerk/Treasurer
	Steve Manek	TEIM Design
	Gilbert (Choc) Charleston	WWII Veteran
	Tammy West	State Representative
	(See Roster)	

Chairman Lloyd called the Bethany Public Works Authority meeting to order at 7:19 P.M.

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

- A. APPROVAL OF MINUTES FROM 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.**
- C. RATIFICATION OF CITY MANAGER EMPLOYMENT AGREEMENT AS APPROVED BY THE BETHANY CITY COUNCIL ON 11/19/2024.**

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

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

A motion was made by Trustee Larsen, seconded by Trustee McPhail to approve the engineering design contract with Teim Design for design of the NW 30<sup>th</sup> 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. Yes votes: Palmer, Powell, Larsen, Plank, Lloyd, Palmer, Smart, Knapp. No votes: None. Motion approved.

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

A motion was made by Trustee Palmer, seconded by Trustee Smart to approve agenda items 3, 4 and 5. Yes votes: Knapp, Lloyd, Powell, Smart, McPhail, Knapp, Plank, Palmer. Motion approved. Motion approved.

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

Approved in the item 3 motion.

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

Approved in the item 3 motion.

**ITEM NO. 6** on the agenda was **NEW BUSINESS (AS DEFINED BY THE OKLAHOMA OPEN MEETING ACT § 311 (A) (9) AS "MATTERS NOT KNOWN ABOUT OR WHICH COULD NOT HAVE REASONABLY BEEN FORESEEN PRIOR TO THE TIME OF POSTING THE AGENDA")**.

None

**ITEM NO. 7** on the agenda was **ADJOURN UNTIL DECEMBER 17, 2024**.

Chairman Lloyd adjourned the Bethany Public Works Authority meeting at 7:21 P.M. until December 17, 2024.

---

CHAIRMAN

---

SECRETARY

## BETHANY PUBLIC WORKS AUTHORITY

**From:** Michael Vaughn, Finance Director  
**Date:** December 11, 2024  
**Subject:** Claims list for the 12/17/2024 Bethany Public Works Authority Meeting

### BETHANY PUBLIC WORKS AUTHORITY

FUND	AMOUNT
Bethany Public Works Authority	\$ 407,344.58
<b>TOTAL</b>	<b>\$ 407,344.58</b>

### ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 360,437.42
Bethany Public Works Authority	\$ 407,344.58
Bethany Hospital Trust	\$ -
Bethany Development Authority	\$ -
<b>TOTAL</b>	<b>\$ 767,782.00</b>

### RECOMMENDATION

1. Approve claims as presented.



FUND: 056- BETHANY PUBLIC WORKS AUTH

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A		NON-DEPARTMENTAL				
25-51512	10-3436	BANCFIRST	2013 REV. NOTE	12/2024	JAN 2025	80,833.34
DEPARTMENT TOTAL:						80,833.34
DEPARTMENT: 02.0		FINANCE				
25-52287	10-005038	OKLAHOMA ENVELOPE	WINDOW ENVELOPES	12/2024	6162	279.80
25-51290	10-005702	TPS TECHNICAL PROGRAMMING	WATER BILL PRINTING SVC	12/2024	119585	4,012.76
25-52387	10-006032	US PAYMENTS, LLC	KIOSK YEARLY FEE	12/2024	036232	1,500.00
25-51726	10-4008	FRANCOTYP-POSTALIA INC	POSTAGE RENT/SOFTWARE	12/2024	RI106451909	15.98
DEPARTMENT TOTAL:						5,808.54
DEPARTMENT: 08.1		PUBLIC WORKS - ADMIN				
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES, INTERNET	12/2024	20241130	453.92
DEPARTMENT TOTAL:						453.92
DEPARTMENT: 08.3		PUBLIC WORKS - SANIT				
25-52299	10-005321	AMAZON CAPITAL SERVICES,	INWATERPROOFGLOVES&SOAP	12/2024	9869851	193.25
25-52120	10-0202	WASTE CONNECTIONS, INC	2ND QUARTER ROLLOFF FEES	12/2024	3393250V013	6,261.07
25-52341	10-0225	GENUINE PARTS	SHOCKS FOR UNIT #89,95,99	12/2024	075511	313.26
25-51772	10-0812	J & R EQUIPMENT LLC	DUMPSTER STOPS FOR	12/2024	01W6193	1,500.00
25-52320	10-0812	J & R EQUIPMENT LLC	4 BRASS BEARINGS FORBLADE	12/2024	01P20402	403.70
25-52356	10-0812	J & R EQUIPMENT LLC	REPLACESWEEPCYLINDER	12/2024	01W6347	3,581.00
25-52215	10-3331	RUCKER MECHANICAL	WASH PIT DRAIN	12/2024	99322	1,625.00
25-52119	10-4012	WASTE CONNECTIONS, INC	2ND QUARTER LANDFILL FEES	12/2024	31740E012	24,358.45
25-52121	10-4208	OKLAHOMA CITY TREASURY	2ND QUARTER HAZARDOUSWAST	12/2024	101124	197.50
25-52335	10-4352	MCBRIDE CLINIC	DRUG SCREEN	12/2024	20241202-NOV 2024	32.00
DEPARTMENT TOTAL:						38,465.23
DEPARTMENT: 08.4		PUBLIC WORKS - MAINT				
25-52302	10-2305	HOIDALE CO INC	FUEL BLUE KEYS	12/2024	INV13334	60.50
25-52215	10-3331	RUCKER MECHANICAL	WASH PIT DRAIN	12/2024	99322	1,625.00
DEPARTMENT TOTAL:						1,685.50

FUND: 056- BETHANY PUBLIC WORKS AUTH

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 12.0 UTILITY - WATER PLANT						
25-52314	10-004725	RUCKER ELECTRIC INCORPORATEE	ELECHEATERBLOCKONPUMP	12/2024	014645	888.70
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES,INTERNET	12/2024	20241130	666.52
25-52299	10-005321	AMAZON CAPITAL SERVICES,	INWATERPROOFGLOVES&SOAP	12/2024	9869851	17.10
25-52318	10-005321	AMAZON CAPITAL SERVICES,	INSUPPLIESFORREPAIRSONCO2	12/2024	0241841	722.57
25-51971	10-0091	BRENNTAG SOUTHWEST INC	2 TOTES ALUM SULFATE	12/2024	BSW590860	2,594.59
25-52054	10-0091	BRENNTAG SOUTHWEST INC	4200 GALS OF BLEACH	12/2024	BSW590858	9,088.69
25-52099	10-0091	BRENNTAG SOUTHWEST INC	2 TOTES AQUA AMMONIA	12/2024	BSW590859	2,016.35
25-52340	10-0669	HACH COMPANY	LAB TESTING CHEMICALS	12/2024	14283880	3,873.11
25-52315	10-0948	MIDCO LABORATORY	VERSENATE/SULFURIC ACID	12/2024	DEC. 2	144.00
25-52357	10-1128	OK CITY WATER UTILITIES	TRCROSSTIES	12/2024	20241127	12,503.76
25-52316	10-1622	WESTLAKE ACE HARDWARE	SHOVALS,HAMMERS,PIPEWRENC	12/2024	3504549	71.97
25-52334	10-1622	WESTLAKE ACE HARDWARE	PIPE INSULATION & COUPLER	12/2024	3504552	103.24
25-52344	10-2143	WARREN CAT	DX BOOSTER ALARMS	12/2024	WO180041293	869.07
25-52350	10-3032	DEALERS ELECTRICAL SUPPLY	CFUSES FOR WELL	12/2024	S101407012.001	419.26
25-52215	10-3331	RUCKER MECHANICAL	WASH PIT DRAIN	12/2024	99322	1,625.00
25-52234	10-3919	MISSISSIPPI LIME	25 TONS OF LIME	12/2024	CD43285	9,855.57
DEPARTMENT TOTAL:						45,459.50

DEPARTMENT: 12.1 UTILITY - WATER LINE						
25-52299	10-005321	AMAZON CAPITAL SERVICES,	INWATERPROOFGLOVES&SOAP	12/2024	9869851	13.98
25-52245	10-005396	METRO FORD OF OKC	TRANS LEADFRAME	12/2024	551649	192.00
25-52316	10-1622	WESTLAKE ACE HARDWARE	SHOVALS,HAMMERS,PIPEWRENC	12/2024	3504548	208.64
25-52263	10-2557	CORE & MAIN LP	CLAMPS	12/2024	W063805	369.44
25-52283	10-2557	CORE & MAIN LP	TOOLS	12/2024	W075370	156.00
25-52343	10-2557	CORE & MAIN LP	6 INCH CLAMP FOR WATERLEA	12/2024	W074383	327.16
25-52378	10-2557	CORE & MAIN LP	USED CREDIT WE SHLD NOT	12/2024	V403278	277.86
25-52319	10-2660	ODEQ WATER QUALITY DIV	TEMLICENSEFOR LOGANTOP	12/2024	TOC 4508731	62.00
25-52215	10-3331	RUCKER MECHANICAL	WASH PIT DRAIN	12/2024	99322	1,625.00
DEPARTMENT TOTAL:						3,232.08

DEPARTMENT: 12.2 UTILITY - SEWER						
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES,INTERNET	12/2024	20241130	282.06
25-52299	10-005321	AMAZON CAPITAL SERVICES,	INWATERPROOFGLOVES&SOAP	12/2024	9869851	45.08
25-52316	10-1622	WESTLAKE ACE HARDWARE	SHOVALS,HAMMERS,PIPEWRENC	12/2024	3504548-	208.63
25-51333	10-1785	BETHANY-WARR ACRES PWA	SEWER PROCESSING	12/2024	NOV. 2024	163,818.65
25-52319	10-2660	ODEQ WATER QUALITY DIV	TEMLICENSEFOR LOGANTOP	12/2024	TOC 4508731	62.00
25-51897	10-3245	KRAPFF REYNOLDS CONST CO	CAMERA SEWER LINES	12/2024	24245	1,400.00
25-52282	10-3245	KRAPFF REYNOLDS CONST CO	DX & CAMERING LINE	12/2024	24251	5,256.00
25-52215	10-3331	RUCKER MECHANICAL	WASH PIT DRAIN	12/2024	99322	1,625.00
25-52082	10-3434	W & W ELECTRIC MOTOR SVC	19TH & COLLEGE	12/2024	2928	9,625.00
DEPARTMENT TOTAL:						182,322.42

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 97.0		DEBT SERVICE				
25-51512	10-3436	BANCFIRST	2013 REV. NOTE	12/2024	JAN 2025	8,484.67
25-51890	10-3436	BANCFIRST	24-0012-L OWRB-BPWA	12/2024	JAN. 2024-	40,599.38
DEPARTMENT TOTAL:						49,084.05
FUND TOTAL:						407,344.58

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

## **BETHANY HOSPITAL TRUST MEETING**

### **BETHANY CITY HALL**

**TUESDAY, DECEMBER 3, 2024**

**6:30 P.M.**

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

Chairman Lloyd called the Bethany Hospital Trust meeting to order at 7:21 P.M.

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

- A. APPROVAL OF MINUTES FROM 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.**
- C. RATIFICATION OF CITY MANAGER EMPLOYMENT AGREEMENT AS APPROVED BY THE BETHANY CITY COUNCIL ON 11/19/2024.**

A motion was made by Trustee Plank, seconded by Vice- Chairman Knapp to approve the Consent Docket as presented. Yes votes: Larsen, Plank, Lloyd, 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 17, 2024**

Chairman Lloyd adjourned the Bethany Hospital Trust meeting at 7:21 P.M. until December 17, 2024.

---

CHAIRMAN

---

SECRETARY

**Agenda: 12/17/2024**

**Item: 2**

**BETHANY PUBLIC WORKS AUTHORITY**

**From:** Phil Stowell, Public Works Director  
**Date:** December 17, 2024  
**Subject:** Request approval to purchase one new 2025 Bobcat E40 Compact Excavator from Bobcat Company, PO Box 74007382 Chicago IL, 60674. State Contract Pricing \$57,495.36. State Contract: OK-SW-192-300

**BACKGROUND**

A new compact excavator was approved in the current fiscal year's budget. This unit will be assigned to the Utility Line Department. This unit will replace the 2005 (24-year-old) compact excavator currently being used.

**RECOMMENDATION**

1. Staff recommends approval of purchase.

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

**ADDITIONAL COMMENTS**

Funding will come from BPWA 056.512.1-403 "Other Equipment" in the FY2025 Budget.

REQUESTING TO PURCHASE: 2025 BOBCAT E 40 MINI EXCAVATOR

BUDGETED AMOUNT : \$60,000.00

STATE CONTRACT PRICE: \$57,495.36





Product Quotation  
 Quotation Number: **LR876242**  
 Quote Sent Date: **Nov 26, 2024**  
 Expiration Date: **Dec 26, 2024**

Your Bobcat Contact  
**Lizzie Richter**  
 Phone:  
 Email: [lizzie.richter@doosan.com](mailto:lizzie.richter@doosan.com)

Your Customer Contact

Deliver to  
**CITY OF BETHANY 516341**

Bobcat Dealer  
 Jeff Stallings  
**Bobcat of Oklahoma City, Oklahoma**  
**City, OK**  
 8800 N I-35 Service RD  
 Oklahoma City, OK, 73131

Bill to  
**CITY OF BETHANY 516341**  
 5200 N Central Rd  
 Bethany, OK, 73008-2112

Item Name	Item Number	Quantity	Price Each	Total
<b>E40 R2-Series Bobcat Compact Excavator</b>	M3415	1	42,658.90	42,658.90
<b>Standard Equipment:</b>				
40.4 HP				
Turbocharged, Bobcat 1.8L, Tier 4 Diesel Engine, Non-DPF				
Auto Idle				
Auto-Shift, Two-Speed Travel				
Auxiliary Hydraulics with Selectable Flow				
w/ Arm Mounted Flush Face Quick Couplers				
Canopy				
Includes: Cup Holder, Retractable Seat Belt, Vinyl Suspension				
Seat				
Roll Over Protective Structure (ROPS) - Meets Requirements of ISO 12117-2: 2008				
Tip Over Protective Structure (TOPS) - Meets Requirements of ISO 12117: 2000				
Falling Object Protective Structure (FOPS) - Meets Requirements of ISO 10262:1998				
Control Console Locks				
Control Pattern Selector Valve (ISO/STD)				
Standard Instrument Panel				
Dozer Blade with Float				
Engine/Hydraulic Monitor with Shutdown				
Fingertip Auxiliary Hydraulic Control				
<b>Cab Plus Package</b>	M3415-P11-C07	1	5,706.39	5,706.39
<i>Included:</i> Cab Plus Package:, Enclosed Cab with Auto HVAC, 3yr Machine IQ Health and Security Subscription, Deluxe Instrument Panel with Keyless Start, Cloth Suspension Seat, Travel Motion Alarm, Radio				
<b>Hydraulic Clamp - Long Arm - Class III w/ Diverter Valve</b>	M3415-R08-C15	1	3,116.84	3,116.84
<b>Hydraulic Angle Blade</b>	M3415-R12-C02	1	2,176.83	2,176.83

<b>16" MX3 XCHG TEETH</b>	7324830	1	1,037.40	1,037.40
<b>36 Month/2000 Hour Full Extended Warranty</b>	9974411	1	1,000.00	1,000.00

Total for E40 R2-Series Bobcat Compact Excavator 55,696.36

Quote Total - USD	55,696.36
Dealer P.D.I.	200.00
Freight Charges	1,500.00
Destination Charges	99.00
<b>Quote Total - USD</b>	<b>57,495.36</b>

**Comment:**

\*Plus applicable taxes. IF Tax Exempt, please include Tax Exempt Certificate with the order.

\*Prices per the NASPO Construction Equipment Master Agreement OK-SW-192-300  
<https://www.naspo.valuepoint.org/portfolio/heavy-construction-industrial-equipment/clark-equipment-company/>

State and Contract Number Summary:

- AK - N-2024-CE-001
- CA - 7-24-99-51-01
- IA - OK-SW-192-300
- KS - OK-SW-192-300
- MO -
- NE -
- NM -
- OK - OK-SW-192-300
- RI -
- SD - 17808
- SC - 4400034032
- UT -
- WI - 505ENT-O24-CONSTREQUIP-02

\*All orders should include 1) Accounts Payable Contact and email address, 2) W9 with correct legal entity name, and 3) Bill to Address.

\*Orders may be placed with the contract holder or authorized dealer as allowed by the terms and conditions of the contract. \*A Copy of all orders must be provided to Heather.Messmer@Doosan.com.

\*Contact Holder Information: Doosan Bobcat North America, Inc, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078. TID# 38-0425350.

\*Payment Terms: Net 60 Days. Credit cards accepted.

\*Remittance address: Doosan Bobcat North America, Inc , P. O. Box 74007382, Chicago, IL 60674-7382

\*Questions can be submitted via email to Heather.Messmer@doosan.com or by phone at: 1-800-965-4232.

MORE EXPENSIVE COMPARABLE EXAMPLE 1:

2024 E 40

\$66,500.00

The screenshot shows a web browser window with the MachineryTrader website. The browser tabs include 'What is another word for filter', 'BOBCAT E40 FOR SALE - Google', '2024 BOBCAT E40 For Sale in', and '2022 BOBCAT E42 MINI-EXCAVATOR'. The address bar shows the URL 'machinerytrader.com/listing/for-sale/237631269/2024-bobcat-e40-mini-up-to-12000-lbs-excavators'. The website header features the MachineryTrader logo, navigation links like 'Login / Dealer Login / VIP Portal', 'Register', 'Advertising', 'Contact Us', and 'Global Brands'. A search bar is present with the text 'Search (ex: Keywords or Quick Find Code)'. Below the header, there are buttons for 'Sell Your Equipment' and 'Get Financing', and a list of categories including 'CLASSIFIEDS', 'STATE CONTRACTS', 'HVAC', 'CDL', 'PARTS', 'GREASE GUNS', 'COB-VENAPP1.COM', 'STATE CONTRACTS', 'CLIMBING GEAR', 'SPEED BUMPS', 'SANITATION', 'AIR COMPRESSOR', 'STREET', and 'PPE'. The main content area shows a breadcrumb trail: 'HOME > EXCAVATORS FOR SALE > MINI (UP TO 12,000 LBS) > BOBCAT > E40 > 2024'. There are 'Print' and 'Share' buttons. A banner reads 'BUY WHAT YOU WANT WITH CURRENCY' with a 'Check Buying Power' button. The main listing is for a '2024 BOBCAT E40' mini excavator, priced at 'USD \$66,500'. It includes a 'Financial Calculator' link, an 'Email Seller' button, and the machine location: 'Hamilton, New York 13346'. The seller information is for 'Rasmussen Rents', with contact 'Brent Rasmussen' at 'Earlville, New York 13332' and phone '+1 646-586-2733'. There are also links for 'View My Watch List', 'View Seller Information', and 'Video Chat'. A 'Photos (10)' gallery is visible below the main image. A cookie notice at the bottom states: 'This website uses cookies to collect data and enable essential site functionality, marketing, personalization, and analytics. View our Cookies Policy and Privacy Policy to learn more.'

MORE EXPENSIVE COMPARABLE EXAMPLE 2:

2024 E40

\$67,500

The screenshot shows a web browser window with the MachineryTrader website. The browser tabs include 'What is another word for filter', 'BOBCAT E40 FOR SALE - Google', '2024 BOBCAT E40 For Sale in', and '2022 BOBCAT E42 MINI-EXCAVATOR'. The address bar shows the URL 'machinerytrader.com/listing/for-sale/236495067/2024-bobcat-e40-mini-up-to-12000-lbs-excavators'. The website header features the MachineryTrader logo, navigation links like 'Login / Dealer Login / VIP Portal', 'Register', 'Advertising', 'Contact Us', and 'Global Brands'. A search bar is present with the text 'Search (ex: Keywords or Quick Find Code)'. Below the header, there are buttons for 'Sell Your Equipment' and 'Get Financing', and a list of categories including 'CLASSIFIEDS', 'STATE CONTRACTS', 'HVAC', 'CDL', 'PARTS', 'GREASE GUNS', 'COB-VENAPP1.COM', 'STATE CONTRACTS', 'CLIMBING GEAR', 'SPEED BUMPS', 'SANITATION', 'AIR COMPRESSOR', 'STREET', and 'PPE'. The main content area shows a breadcrumb trail: 'HOME > EXCAVATORS FOR SALE > MINI (UP TO 12,000 LBS) > BOBCAT > E40 > 2024'. There are 'Print' and 'Share' buttons. A banner reads 'BUY WHAT YOU WANT WITH CURRENCY' with a 'Check Buying Power' button. The main listing is for a '2024 BOBCAT E40' mini excavator, priced at 'USD \$67,500'. It includes a 'Financial Calculator' link, an 'Email Seller' button, and the machine location: '5243 South Park Drive Broken Bow, Oklahoma 74728'. The seller information is for 'Routh Sales & Rentals', with contact 'Cody Barton' at 'Broken Bow, Oklahoma 74728' and phone '(405) 322-3677'. There are also links for 'View My Watch List', 'View Seller Information', and 'Video Chat'. A 'Photos (6)' gallery is visible below the main image. A 'messex' logo with 'Get Shipping Quotes' is present. A 'CURRENCY Apply for Financing' button is at the bottom. A cookie notice at the bottom states: 'This website uses cookies to collect data and enable essential site functionality, marketing, personalization, and analytics. View our Cookies Policy and Privacy Policy to learn more.'

## BETHANY HOSPITAL TRUST

**From:** Michael Vaughn, Finance Director  
**Date:** December 11, 2024  
**Subject:** Claims list for the 12/17/2024 Bethany Hospital Trust Meeting

### BETHANY HOSPITAL TRUST

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

### ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 360,437.42
Bethany Public Works Authority	\$ 407,344.58
Bethany Hospital Trust	\$ -
Bethany Development Authority	\$ -
<b>TOTAL</b>	<b>\$ 767,782.00</b>

### RECOMMENDATION

1. Approve claims as presented.



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

**BETHANY DEVELOPMENT AUTHORITY**

**BETHANY CITY HALL**

**TUESDAY, DECEMBER 3, 2024**

**6:30 P.M.**

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

Chairman Lloyd called the Bethany Development Authority meeting to order at 7:21 P.M.

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

- A. APPROVAL OF MINUTES FROM 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.**
- C. RATIFICATION OF CITY MANAGER EMPLOYMENT AGREEMENT AS APPROVED BY THE BETHANY CITY COUNCIL ON 11/19/2024.**

A motion was made by Trustee Larsen, seconded by Trustee Plank to approve the Consent Docket as presented. Yes votes: Lloyd, 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 17, 2024.**

Chairman Lloyd adjourned the Bethany Development Authority meeting at 7:22 P.M. until December 17, 2024.

---

CHAIRMAN

---

SECRETARY

## BETHANY DEVELOPMENT AUTHORITY

**From:** Michael Vaughn, Finance Director  
**Date:** December 11, 2024  
**Subject:** Claims list for the 12/17/2024 Bethany Development Authority Meeting

### BETHANY DEVELOPMENT AUTHORITY

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

### ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 360,437.42
Bethany Public Works Authority	\$ 407,344.58
Bethany Hospital Trust	\$ -
Bethany Development Authority	\$ -
<b>TOTAL</b>	<b>\$ 767,782.00</b>

### RECOMMENDATION

1. Approve claims as presented.

