
On Thursday, January 16, 2025, at or before 4:59 p.m., agenda was posted at the front doors of City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: cityofbethany.org. The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

AGENDA

BETHANY CITY COUNCIL

**TUESDAY, JANUARY 21, 2025
6:30 P.M.**

**BETHANY CITY HALL
6700 NW 36TH ST
BETHANY, OKLAHOMA**



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

1. Call to Order
2. Invocation and Flag Salute
3. Consent Docket:
 - A. Approval of Minutes from the January 7, 2025, Regular Meeting.
 - B. Approval of Minutes from the January 2, 2025, 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.
4. PUBLIC HEARING ITEM: Consideration and possible approval of Ordinance No. 2068, an ordinance amending the zoning ordinances, map, and comprehensive plan of the City of Bethany, Oklahoma, by including in R-1, Single Family Residential, the property located at 4312 N Council Road from C-G (Commercial General) in Bethany, Oklahoma County, Oklahoma as more particularly described hereinafter.
(Ray Jones, City Attorney)
 - A. Presentation by staff and/or interested party.
 - B. Public comment.

- C. Consideration and possible action to approve Ordinance No. 2068, on reading by title only.
 - D. Motion to approve Section 1 of Ordinance No. 2068.
5. Consideration and possible approval of a Franchise Agreement renewal with CoxCom, LLC. for a term of five years and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
 6. Consideration and possible approval of contract with YMCA of Greater Oklahoma City-Bethany YMCA for operation of the municipal swimming pool for the 2025 season and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
 7. Consideration and possible action to approve a request of the Route 66 Oklahoma Latino Museum for the City of Bethany to submit a grant on their behalf and serve as financial pass-through for grant funding should the application be successful. *(Elizabeth Gray, City Manager)*
 8. Public Comment - Any person wishing to address the Council during Public Comment shall give their name, address, and city of residence to the City Clerk for the records PRIOR to the start of the meeting. *(Per Chapter 30 of the Bethany Code of Ordinances, there is a five-minute limit, and no action or discussion shall take place. All remarks shall be addressed to the Council as a body, and not to any member thereof.)*
 9. Discussion and possible approval of Ordinance No. 2069 an ordinance amending Section 50.05 to the Bethany Code of Ordinances amending 50.05 to provide a procedure for contesting the amount of water consumption used by the customer. *(Ray Jones, City Attorney)*
 - A. Presentation by staff and/or interested party.
 - B. Consideration and possible action to approve Ordinance No. 2069, on reading by title only.
 - C. Motion to approve Section 1 of Ordinance No. 2069.
 10. Discussion and possible action on adding Section 50.12 Estimation of Usage Charges to Chapter 50 of the Bethany Code of Ordinances as recommended by the Utility Committee. *(Ray Jones, City Attorney)*
 11. Consideration and possible approval of a one-year Contract Extension with Krapff-Reynolds Construction Co. for on-call services for water and wastewater repair services with a 2.65% increase to the original bid item unit price. *(Elizabeth Gray, City Manager)*
 12. Consideration and possible approval of a one-year Contract Extension with Brewer Construction Oklahoma, LLC for on-call services for concrete paving, asphalt paving, and drainage repair services with a 2.65% increase to the original bid item unit price. *(Elizabeth Gray, City Manager)*

13. Consideration and possible approval to ratify emergency repair expenditures utilizing the Krapff-Reynolds Construction Co. on-call/emergency contract for Waterline Repair Services at NW 46th Street and Peniel Avenue in Bethany Oklahoma in the approximate amount of \$93,000.00. *(Elizabeth Gray, City Manager)*
14. Consideration and possible approval of Change Order #3 to the Construction Contract with C4L, LLC for General Obligation Bond Propositions 2-A Eldon Lyon Park, 2-B Ripper Park, 2-C Garrison Park, 2-D Macrory Park, and 2-F Cecil Mendenall Park in the amount of \$18,905.00 and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
15. Consideration and possible approval of Construction Contract with All Roads Paving, Inc. for General Obligation Bond Proposition 1-D (Peniel from NW 39th to NW 42nd) in the amount of \$408,743.68 and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
16. City-wide public works project updates by TEIM Design. *(Elizabeth Gray, City Manager)*
17. Consideration and possible approval of Mayor's appointment of Brian Magirowsky as Trustee to the Bethany-Warr Acres Public Works Authority for calendar year 2025. *(Nikki Lloyd, Mayor)*
18. 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")*.
19. City Attorney's Report.
 - A. Update of proposed ordinance from Utility Committee for average monthly billing.
20. City Manager's Report.
 - A. Finance report.
21. Mayor and Council Members Comments and Suggestions.
22. Adjourn until February 4, 2025.

BETHANY PUBLIC WORKS AUTHORITY

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1. Consent Docket:
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 - B. Approval of Claims: These claims have been found to be in order by staff and proper as to form and procedure and are recommended for payment. A copy of the Claims List is included in the agenda packet.
2. Consideration and possible approval of a one-year extension of on-call services contract with Krapff-Reynolds Construction Co. for Water and Wastewater Repair Services with a 2.65% increase to the original bid item unit price. *(Elizabeth Gray, City Manager)*
3. Consideration and possible approval of a one-year Contract Extension with Brewer Construction Oklahoma, LLC for on-call services for concrete paving, asphalt paving, and drainage repair services with a 2.65% increase to the original bid item unit price. *(Elizabeth Gray, City Manager)*
4. Consideration and possible approval to ratify emergency repair expenditures utilizing the Krapff-Reynolds Construction Co. on-call/emergency contract for Waterline Repair Services at NW 46th Street and Peniel Avenue in Bethany Oklahoma in the approximate amount of \$93,000.00. *(Elizabeth Gray, City Manager)*
5. 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”).*
6. Adjourn until February 4, 2025.

BETHANY HOSPITAL TRUST

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

3. Adjourn until February 4, 2025.

BETHANY DEVELOPMENT AUTHORITY

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2. New Business *(As defined by the Oklahoma Open Meeting Act § 311 (A) (9) as “matters not known about or which could not have reasonably been foreseen prior to the time of posting the agenda”).*
3. Adjourn until February 4, 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, January 2, 2025, 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, JANUARY 7, 2025

6:30 P.M.

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

MEMBERS ABSENT: None

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

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

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

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

The Invocation was given by Mayor Lloyd.
The Flag Salute was conducted by Council Member Magirowsky.

ITEM NO. 3 on the agenda was **OATH OF OFFICE: DALE GERMAN**

ITEM NO. 4 CONSENT DOCKET:

- A. **APPROVAL OF MINUTES FROM THE DECEMBER 17, 2024, REGULAR MEETING.**
- B. **APPROVAL OF CLAIMS: THESE CLAIMS HAVE BEEN FOUND TO BE IN ORDER BY STAFF AND PROPER AS TO FORM AND PROCEDURE AND ARE RECOMMENDED FOR PAYMENT. A COPY OF THE CLAIMS LIST IS INCLUDED IN THE AGENDA PACKET.**
- C. **APPROVAL OF BUDGET AMENDMENT 25-06.**

A motion was made by Council Member Magirowsky, seconded by Council Member Larsen to approve the Consent Docket as presented. Yes votes: Larsen, Powell, Smart, Lloyd, Magirowsky, McPhail, Plank, German, Palmer. 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 the **DISCUSSION AND POSSIBLE ACTION ON AMENDMENT TO ORDINANCE 50.05 AS RECOMMENDED BY THE UTILITY COMMITTEE. (RAY JONES, CITY ATTORNEY)**

A motion was made by Council Member Larsen to not accept the amendment to Ordinance 50.05 as recommended by the Utility Committee. This motion failed due to lack of a second.

The council discussed 3 amendments to the ordinance they would like made before voting.

A motion was made by Council Member Palmer to approve the ordinance with the amendments as discussed then he revised his motion to continue this item along with amendments to the next meeting. The motion was seconded by Council Member Smart. Yes votes: Magirowsky, Smart, Powell, McPhail, Plank, Larsen, Lloyd, German, Palmer. No votes: None. Motion approved.

ITEM NO. 7 on the agenda was **DISCUSSION AND POSSIBLE ACTION TO INCLUDE QUICK REFERENCE MATERIAL IN THE COUNCIL MEMBER'S HANDBOOK AS REQUESTED BY COUNCIL. (MARILYN MCPHAIL, COUNCIL MEMBER; RAY JONES, CITY ATTORNEY)**

A motion was made by Council Member Smart, seconded by Council Member Palmer to include the quick reference in the council members' handbook. Yes votes: Powell, Plank, Lloyd, Magirowsky, Smart, Palmer, German, McPhail. No votes: Larsen. Motion approved.

ITEM NO. 8 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. 9 on the agenda was the **CITY ATTORNEY'S REPORT**.

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

ITEM NO. 10 on the agenda was the **CITY MANAGER'S REPORT**.

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

ITEM NO. 11 on the agenda was **COUNCIL MEMBERS' ANNOUNCEMENTS, COMMENTS, AND PROPOSALS**.

Each council member was given the opportunity to comment.

ITEM NO. 12 on the agenda was **ADJOURN UNTIL JANUARY 21, 2025**.

Mayor Lloyd adjourned the Bethany City Council meeting at 7:17 P.M. until January 21, 2025.

MAYOR

CITY CLERK

NOTICE: On Wednesday, December 18, 2024, at or before 4:59 pm. Agenda was posted at the front doors of City Hall or 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.

MINUTES

SPECIAL CALLED MEETING

BETHANY CITY COUNCIL

THURSDAY, JANUARY 2, 2025

5:30 P.M.

MEMBERS PRESENT: Shannon Lloyd Mayor
Steve Palmer Council Member
Marilyn McPhail Council Member
Chris Powell Council Member
Ken Smart Council Member
Peter Plank Council Member
Brian Magirowsky Council Member
Kathy Larsen Council Member

MEMBERS ABSENT: None

OTHERS PRESENT: Elizabeth Gray City Manager
Ray Jones City Attorney
Lesa LaMar Deputy City Clerk
Michael Vaughn City Clerk

ITEM NO. 1 on the agenda was **REVIEW, CONSIDERATION AND ACTION TO APPOINT A WARD 4 COUNCIL MEMBER TO SERVE THE REMAINING TERM OF FORMER COUNCIL MEMBER KNAPP.**

A motion was made by Council Member Magirowsky, seconded by Council Member Larsen to appoint Dale German as Ward 4 council member to serve the remaining term of former Council Member Knapp. Yes votes: Larsen, McPhail, Lloyd, Magirowsky, Plank, Smart, Powell, Palmer. No votes: None. Motion approved.

Mayor Lloyd adjourned the meeting at 5:30 p.m.

MAYOR

CITY CLERK

BETHANY CITY COUNCIL

From: Michael Vaughn, Finance Director
Date: January 16, 2025
Subject: Claims list for the 01/21/2025 City Council Meeting

GENERAL OPERATIONS FUND

FUND	AMOUNT
General Operations Fund	\$ 91,630.37
Public Safety Fund	\$ 1,358.89
Capital Improvement Fund	\$ -
Federal Grant Fund	\$ 11,617.50
2022A GO Bond	\$ 5,110.63
Municipal Court Fund	\$ 6,826.98
TOTAL	\$ 116,544.37

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 116,544.37
Bethany Public Works Authority	\$ 509,041.57
Bethany Hospital Trust	\$ -
Bethany Development Authority	\$ -
TOTAL	\$ 625,585.94

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				
25-52549	10-005216	PERDUE BRANDON FIELDER COLLDEC 2024	COLLECTION RPT	1/2025	DEC. 2024	1,575.00
DEPARTMENT TOTAL:						1,575.00
DEPARTMENT: 01.0		MANAGEMENT				
25-51169	10-004660	MOTHER NATURE'S INC.	PEST/GOPHER	1/2025	1512766	120.00
25-51091	10-005084	JAN-PRO CLEANING SYSTEMS	CITY HALL CLEANING	1/2025	INV136863	813.00
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES,INTERNET	1/2025	20241231	1,444.34
25-52374	10-005321	AMAZON CAPITAL SERVICES, INC	COUNCIL/ATTORNEY TABLETS	1/2025	1CXL-4GHT-L4TF	5,357.44
25-52606	10-005321	AMAZON CAPITAL SERVICES, INC	TONER/FOLDERS/BOOKS	1/2025	7538663	282.51
25-52603	10-005373	CARD SERVICES/PI	DIRECTORS MTG FOOD	1/2025	000146	53.00
25-52404	10-005851	LYTLE, SOULE' & FELTY, P.C.	CITY ATTORNEY	1/2025	308544	5,000.00
25-52405	10-005851	LYTLE, SOULE' & FELTY, P.C.	OUTSIDE OF CONTRACT	1/2025	308547	1,147.00
25-52556	10-005971	MICHAEL VAUGHN	REIMB. TRAINING/FILING FE	1/2025	25-52556	20.00
25-52463	10-0668	HAYES ELECTRIC	LED LIGHT INSTALL	1/2025	77231	165.75
25-52616	10-0668	HAYES ELECTRIC	LABOR LIGHT CONVERSION	1/2025	77059-	225.00
25-52539	10-1	JOSUE YESCAS SOLIS	OSBI REIMBURSEMENT	1/2025	25-52539	19.00
25-52541	10-1	DANIELLE GUTHRIE	OSBI REIMBURSEMENT-GUTHRI	1/2025	25-52541	19.00
25-52491	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY INS.	1/2025	FEB 2025	1,201.63
25-51170	10-3196	IMAGENET CONSULTING, LLC	MANAGED IT	1/2025	INV1138535	8,257.50
25-52481	10-3196	IMAGENET CONSULTING, LLC	TABLETS ACCESS LASERFICHE	1/2025	INV1146331	598.00
25-52521	10-3196	IMAGENET CONSULTING, LLC	COUNCIL TABLETS IT SVC	1/2025	INV1146330	2,691.00
DEPARTMENT TOTAL:						27,414.17
DEPARTMENT: 02.0		FINANCE				
25-52554	10-005321	AMAZON CAPITAL SERVICES, INC	BROTHER-DRUM/TONER	1/2025	3262659	48.99
25-52556	10-005971	MICHAEL VAUGHN	REIMB. TRAINING/FILING FE	1/2025	25-52556	228.00
25-52491	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY INS.	1/2025	FEB 2025	379.12
25-51289	10-1749	RK BLACK INC.	PRINTER CS	1/2025	IN1206705	12.41
DEPARTMENT TOTAL:						668.52
DEPARTMENT: 03.0		COURT				
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES,INTERNET	1/2025	20241231	437.63
25-51681	10-006144	ROBERT BLACK, PLLC	PROSECUTOR	1/2025	DEC 2024	330.00
25-51083	10-0465	OK DEPT OF PUBLIC SAFETY	MONTHLY OLETS	1/2025	LET-017539	80.00
25-52491	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY INS.	1/2025	FEB 2025	650.50
25-51082	10-1749	RK BLACK INC.	MONTHLY COPIER MAINT	1/2025	IN1206704	25.87
25-51081	10-2274	OZARKA WATER COMPANY	MONTHLY WATER	1/2025	1027368	17.99
25-52372	10-3098	TS HEAT AND AIR INC	COURT HEAT ISSUE	1/2025	30851609	109.00
25-52407	10-3098	TS HEAT AND AIR INC	HEAT SWITCH	1/2025	30851609	128.00
25-51076	10-3342	JANI-KING OF OKLAHOMA, INC.	JANITORIAL MONTHLY	1/2025	OKC01250228	640.66
DEPARTMENT TOTAL:						2,419.65

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 04.0		ENGINEERING				
25-51400	10-005900	TEIM DESIGN GROUP, PLLC	CONTRACT	1/2025	13052	12,668.50
DEPARTMENT TOTAL:						12,668.50
DEPARTMENT: 05.0		POLICE				
25-51523	10-004789	TRADS, INC	TransUnion Usage Monthly	1/2025	234929-202412-1	75.00
25-51352	10-004912	DIGI GROUP	Copier Usage and Rent	1/2025	IN31009	133.17
25-52560	10-004996	GOODYEAR COMMERCIAL TIRE &	Tires for fleet	1/2025	255-1030903	1,584.80
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES,INTERNET	1/2025	20241231	2,197.42
25-52544	10-005321	AMAZON CAPITAL SERVICES, IN	Shredders, Calendars, Etc	1/2025	8351424	336.75
25-52533	10-005373	CARD SERVICES/PI	Storage Bins for Shelter	1/2025	20250102	147.72
25-51155	10-005634	INNOVATIVE SECURITY OF OKLA	Monthly Monitoring Fee	1/2025	721406	22.95
25-52581	10-005756	OVERHEAD DOOR	SallyPort	1/2025	0309852-IN	275.00
25-51527	10-005850	ABC CLINIC	Spay & Neuter Monthly	1/2025	0052	570.00
25-52610	10-006092	SAMS GLASS SOLUTIONS	16-011 Windshield	1/2025	002439	385.00
25-52154	10-0225	GENUINE PARTS	Parts for City Garage	1/2025	076945	34.87
25-52531	10-0225	GENUINE PARTS	18-001 Brakes	1/2025	077613	430.00
25-51635	10-0465	OK DEPT OF PUBLIC SAFETY	OLETS Monthly	1/2025	LET-017443	549.00
25-52491	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY INS.	1/2025	FEB 2025	8,750.88
25-52609	10-1509	TOM'S SPEEDY LOCK & KEY SER	Keys for Explorer	1/2025	70418	18.00
25-52577	10-1771	ADVENTURE OUT	UNIT 14-10243 SIRENBOX	1/2025	555701	85.00
25-51372	10-2442	SUMNERONE, INC.	3 Copier Lease	1/2025	4162388	149.81
25-52471	10-3307	FAST STITCH	3 COATS	1/2025	15369	69.00
25-52534	10-3307	FAST STITCH	Johnson Uniform	1/2025	15366	178.00
25-52535	10-3307	FAST STITCH	Uniform Shirts	1/2025	15362	366.00
25-51142	10-3342	JANI-KING OF OKLAHOMA, INC.	PD Cleaning	1/2025	OKC01250111	1,924.66
25-52167	10-3415	SPECIAL-OPS UNIFORMS, INC.	Savannah Uniform	1/2025	353925B	245.97
25-52567	10-3415	SPECIAL-OPS UNIFORMS, INC.	Newcomb Uniform	1/2025	354814	256.22
25-51884	10-3512	BOARD OF TESTS	Annual Renewal	1/2025	15999	252.00
25-52561	10-3926	BOB MOORE DODGE-CHRYSLER-JE	Fog Lamp 20-004	1/2025	242146	338.25
25-51894	10-4279	C.O.P.S. PRODUCTS LLC	BALLISTIC HELMETS	1/2025	202406508	3,176.40
25-52619	10-4388	ISG TECHNOLOGY, LLC	Montly Billing	1/2025	ISG359738	3,071.00
25-52623	10-4388	ISG TECHNOLOGY, LLC	Repairs	1/2025	ISG359198	3,506.25
DEPARTMENT TOTAL:						29,129.12

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	1/2025	20241231	948.81
25-52563	10-005992	AEG PETROLEUM	DEF FLUID	1/2025	897560	111.44
25-52491	10-1085	OKLAHOMA MUNICIPAL ASSURANCL	LIABILITY INS.	1/2025	FEB 2025	3,353.56
25-52587	10-4251	SAM'S CLUB DIRECT FD	JANITORIAL SUPPLIES	1/2025	20250108	320.60
DEPARTMENT TOTAL:						4,734.41
DEPARTMENT: 07.0 COMMUNITY DEV						
25-51924	10-004654	OKLAHOMA TURNPIKE AUTHORITY	TOLL FEES	1/2025	28354981	5.00
25-52555	10-006224	SANBORN MAPPING COMPANY,	INGEO INTERACTIVE MAPPING	1/2025	10680	4,000.00
25-52491	10-1085	OKLAHOMA MUNICIPAL ASSURANCL	LIABILITY INS.	1/2025	FEB 2025	964.38
25-51289	10-1749	RK BLACK INC.	PRINTER CS	1/2025	IN1206705	12.41
25-52557	10-3348	COUNTY CLERK OKLA COUNTY	ABATEMENT LIEN RELEASE	1/2025	25-52557	18.00
DEPARTMENT TOTAL:						4,999.79
DEPARTMENT: 08.1 PUBLIC WORKS - ADMIN						
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES,INTERNET	1/2025	20241231	457.43
25-52559	10-005321	AMAZON CAPITAL SERVICES,	INTAPE,GLOVES,DEICER	1/2025	114-5852206-284504	43.99
25-52491	10-1085	OKLAHOMA MUNICIPAL ASSURANCL	LIABILITY INS.	1/2025	FEB 2025	211.40
DEPARTMENT TOTAL:						712.82
DEPARTMENT: 08.2 PUBLIC WORKS - STREETS						
25-51088	10-004688	TLS GROUP, INC.	MAINTAGREEMENTSIGNALIZATI	1/2025	0125-1807	480.00
25-52370	10-004688	TLS GROUP, INC.	23RD COUNCIL CROSSWALK	1/2025	1363-55586	195.00
25-52464	10-004688	TLS GROUP, INC.	23R & COLLEGE	1/2025	1363-55919	533.00
25-52604	10-005005	BRONCO EQUIPMENT RENTAL &	SAUGER RENTAL	1/2025	889408-0001	127.01
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES,INTERNET	1/2025	20241231	450.98
25-52532	10-005321	AMAZON CAPITAL SERVICES,	INTRAFTRAFFIC BULBS & MOP BUCKE	1/2025	0426642	397.50
25-52559	10-005321	AMAZON CAPITAL SERVICES,	INTAPE,GLOVES,DEICER	1/2025	114-5852206-284504	126.27
25-52325	10-006227	BEST BLOCK LLC	RIPPER PARK BUMPERS BLOCK	1/2025	30362239	286.58
25-52491	10-1085	OKLAHOMA MUNICIPAL ASSURANCL	LIABILITY INS.	1/2025	FEB 2025	1,380.25
25-52493	10-1527	TRAFFIC SIGNALS INC	23RD COLLEGE	1/2025	17400	500.00
25-52627	10-1622	WESTLAKE ACE HARDWARE	BULK FSTNERS & TAPE	1/2025	3504632	17.97
25-52565	10-4010	HARD HAT SAFETY & GLOVE	GLOVES & LINERS	1/2025	IN-0075653	66.00
DEPARTMENT TOTAL:						4,560.56

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08.4 PUBLIC WORKS - MAINT						
25-52559	10-005321	AMAZON CAPITAL SERVICES,	INTAPE,GLOVES,DEICER	1/2025	114-5852206-284504	75.62
25-52491	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY INS.	1/2025	FEB 2025	123.22
25-52565	10-4010	HARD HAT SAFETY & GLOVE	GLOVES & LINERS	1/2025	IN-0075653	54.00
DEPARTMENT TOTAL:						252.84
DEPARTMENT: 08.5 PUBLIC WORKS - PARKS						
25-51747	10-0006	A WELDORS SUPPLY	WELDING TANK RENTAL	1/2025	270265	24.80
25-52444	10-0006	A WELDORS SUPPLY	WELDING RODS	1/2025	7128356	45.48
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES,INTERNET	1/2025	20241231	29.26
25-52532	10-005321	AMAZON CAPITAL SERVICES,	INTRAFFIC BULBS & MOP BUCKE	1/2025	0426642	18.65
25-52559	10-005321	AMAZON CAPITAL SERVICES,	INTAPE,GLOVES,DEICER	1/2025	114-5852206-284504	165.58
25-52625	10-005321	AMAZON CAPITAL SERVICES,	INRUBBER MAT REPAIR KIT	1/2025	6977045	266.40
25-52221	10-006099	HAPPY PLAYGROUNDS, LLC	SPRINGS FOR QUATRO SEESAW	1/2025	3035	563.64
25-52540	10-1	JOVANY FIGUEROA VELASCO	REFERRAL PROGRAM REWARD	1/2025	25-52540	100.00
25-52491	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY INS.	1/2025	FEB 2025	1,118.90
25-52553	10-1622	WESTLAKE ACE HARDWARE	DRILL BIT AND SCREWS	1/2025	3504607	27.99
25-52578	10-1622	WESTLAKE ACE HARDWARE	FLASHLIGHTS	1/2025	3504610	41.99
25-52613	10-1622	WESTLAKE ACE HARDWARE	DEICER/ACRYKLIC	1/2025	3504613	81.71
25-52627	10-1622	WESTLAKE ACE HARDWARE	BULK FSTNERS & TAPE	1/2025	3504631	10.59
DEPARTMENT TOTAL:						2,494.99
FUND TOTAL:						91,630.37

FUND: 021- PUBLIC SAFETY FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 99.0		NON-DEPARTMENTAL				
25-52519	10-004536	APPLIED CONCEPTS, INC.	Lidar Repairs	1/2025	450095	468.96
25-52618	10-005321	AMAZON CAPITAL SERVICES, IN	Monitors for Detectives	1/2025	5317055	699.93
25-51172	10-1715	TYLER TECHNOLOGIES	NOTIFICATION CALLS	1/2025	025-490929	190.00
DEPARTMENT TOTAL:						1,358.89
FUND TOTAL:						1,358.89

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		Sewer Project				
25-51406	10-005900	TEIM DESIGN GROUP, PLLC	PENIEL WASTEWATER	1/2025	13065	1,253.00
DEPARTMENT TOTAL:						1,253.00
DEPARTMENT: 41.0		Well and Wellfield Proj.				
25-51403	10-005900	TEIM DESIGN GROUP, PLLC	WELLFIED PROJECT	1/2025	13066	10,364.50
DEPARTMENT TOTAL:						10,364.50
FUND TOTAL:						11,617.50

FUND: 045- 2022A GO BOND ISSUE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		Projects				
25-51389	10-005900	TEIM DESIGN GROUP, PLLC	PROP 1-C PRE CONSTRUCTION	1/2025	13051	179.00
25-51541	10-005900	TEIM DESIGN GROUP, PLLC	PROP 1A-H INSPECTION	1/2025	13053	4,437.00
25-52420	10-005900	TEIM DESIGN GROUP, PLLC	PROP 1-D	1/2025	13068	278.00
25-52620	10-005900	TEIM DESIGN GROUP, PLLC	ADVERTISE RIPPER BID	1/2025	13041	106.72
25-52621	10-005900	TEIM DESIGN GROUP, PLLC	PROP 1-D BID ADVERTISEMEN	1/2025	13068	109.91
DEPARTMENT TOTAL:						5,110.63
FUND TOTAL:						5,110.63

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A		NON-DEPARTMENTAL				
25-52546	10-1869	CLEET	DEC 2024 CLEET REPORT	1/2025	DEC 31, 2025	2,301.43
25-52547	10-1970	OSBI	DEC 2024 AFIS REPORT	1/2025	DEC 2025	2,291.12
25-52548	10-1970	OSBI	DEC 2024 FORENSIC REPORT	1/2025	DECEMBER 2024	2,224.43
25-52550	10-4235	OKLA BUREAU OF NARCOTICS	DEC 2024 OBN REPORT	1/2025	DEC 2024	10.00
DEPARTMENT TOTAL:						6,826.98
FUND TOTAL:						6,826.98
GRAND TOTAL:						625,585.94

BETHANY CITY COUNCIL

From: Elizabeth Gray, City Manager
Date: January 6, 2025
Subject: Consider a request by Rita Khouri, applicant and property owner, to rezone their property at **4312 N Council Road** from **C-G to R-1**.

BACKGROUND

Attached are the minutes and staff report from the Planning and Zoning Commission meeting of January 2, 2025. Motion was made by Steve Marx, seconded by Trent Reid to recommend approving the rezoning of 4312 N. Council Rd. from C-G, Commercial General to R-1, Single Family. The votes are as follows: AYE- James Clemmer, Steve Marx, Trent Reid, Ronald Crouch, Robert Helton, Jennifer Edmonson, Arvel Williams, Burt Falkner. NAY- None. ABSTAIN- None. The motion carried unanimously 8 – 0.

RECOMMENDATION

1. As develops during meeting.

ADDITIONAL COMMENTS



ORDINANCE NO. 2068

AN ORDINANCE AMENDING THE ZONING ORDINANCES, MAP, AND COMPREHENSIVE PLAN OF THE CITY OF BETHANY, OKLAHOMA, BY INCLUDING IN R-1, SINGLE FAMILY RESIDENTIAL, THE PROPERTY LOCATED AT 4312 N. COUNCIL ROAD FROM C-G (COMMERICAL GENERAL) IN BETHANY, OKLAHOMA COUNTY, OKLAHOMA AS MORE PARTICULARLY DESCRIBED HEREINAFTER.

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

Section 1. The following-described real estate situated in the City of Bethany, to wit:

NW QTR Section 17-T12N-R4W, Schafers Suburbs Addition Block 000 Lot 000 PT BLK 17 Beginning 102 FT S of NW/C of Block 17 E165FT SELY 131FT S79.84FT W130.63FT NWLY 165.5FT N to Beginning.

is hereby included in, added to, and made part of the district set aside for R-1, Single Family Residential, and the Clerk of the City of Bethany is hereby authorized and directed to correct the official zoning map and comprehensive plan map of the City of Bethany, Oklahoma, to conform thereto.

END

The undersigned hereby certify that the foregoing ordinance was introduced before the Bethany Planning and Zoning Commission on December 19, 2024, and the Bethany City Council on the 21st day of January, 2025, and was duly adopted and approved by the Mayor and City Council of the City of Bethany on the 21st day of

January, 2025, after public hearing, and after compliance with notice requirements of the Open Meeting Law (25 OSA, Sections 301, et seq.).

MAYOR

ATTEST:

CITY CLERK

Approved as to form and legality on _____, 2025.

CITY ATTORNEY

MINUTES
CITY OF BETHANY
PLANNING AND ZONING COMMISSION
JANUARY 2, 2025

MEMBERS PRESENT:

James Clemmer
Burt Falkner
Robert Helton
Steve Marx
Ron Crouch
Trent Reid
Jennifer Edmonson
Arvel Williams

MEMBERS ABSENT:

Justin Peck, Chair

OTHER STAFF PRESENT:

Elizabeth Gray, City Manager
Ray Jones, City Attorney
Linda Hlinicky, Adm. Assistant

NOTICE: Agenda posted in the lobby and on the front door of Bethany City Hall, 6700 NW 36th St., Bethany, OK 73008 on Thursday, December 19, 2025, at 11:00 a.m.

James Clemmer, Acting Chair called the meeting to order and gave the invocation.

Ray Jones, City Attorney administered the Oath of Office to James Clemmer, Burt Falkner, Jennifer Edmonson, and Arvel Williams.

Motion was made by Robert Helton, seconded by Steve Marx to approve the August 15, 2024 Planning and Zoning Commission minutes with the correction on page 3, paragraph 10 - changing "Commissioner Helton asked about Ord. 158.024(B)" to "Commissioner Helton mentioned Ord. 158.024(4)(b)". The votes are as follows: AYE- Robert Helton, Steve Marx, James Clemmer, Burt Falkner, Ron Crouch, Trent Reid, Jennifer Edmonson. NAY- None. ABSTAIN- None. The motion carried 7 - 0.

ITEM 1: **PC 24-17**

Consider a request by Rita Khouri, applicant, and property owner, to rezone their property at **4312 N Council Road** from **C-G to R-1**. (*Item to be heard by the Bethany City Council on the 21st of January 2025 at 6:30 p.m. in the Council Chambers at Bethany City Hall.*)

LEGAL DESCRIPTION: NW QTR Section 17-T12N-R4W Schafers Suburbs Addition Block 000 Lot 000 PT BLK 17 Beginning 102FT S of NW/C of Block 17 E165FT SELY 131FT S79.84FT W130.63FT NWLY 165.5FT N to Beginning.

ACTION: Elizabeth Gray, City Manager presented the staff report to consider rezoning 4312 N. Council Rd. from C-G, Commercial General to R-1, Single Family; and summarized the zoning of the surrounding properties. The applicant has stated they will not be developing the property any further. Elizabeth Gray, City Manager mentioned the new zoning would not fit the comprehensive plan; but it is important to look at what is surrounding 4312 N. Council as the Planning and Zoning Commission makes their determination.

Ray Jones, City Attorney said this property is interesting in relation to the rest of N. Council because it is north of Route 66 and completely surrounded by the Airport Trust. Because FAA regulates the air space, I do not think there is going to be a whole lot of development.

Ms. Khouri, Applicant, and resident of 6908 NW 60th Dr. spoke to the Planning and Zoning Commission. I am accustomed to the home daycare rules. The daycare center rules are not more difficult, they are just different. I can have my husband come in and help me and get on a food program.

Elizabeth Gray, City Manager said so if you are zoned residential you can be a home daycare which is a better setup for you. If property is zoned commercial, you will have to be a daycare center which follows different guidelines.

Ms. Khouri, Applicant, and resident of 6908 NW 60th Dr. said yes. Income wise I can do better with a daycare home.

John Khouri, Husband to Applicant and resident of 6908 NW 60th Dr. spoke to the Planning and Zoning Commission.

Commissioner Marx asked applicant how many children are you licensed to have at this location.

Ms. Khouri, Applicant, and resident of 6908 NW 60th Dr. stated she is licensed to have 20 children at my daycare center, but I would have to have five teachers, and I cannot afford to do that. Right now, I have seven kids; and for us that is enough.

Ms. McPhail, resident of 3301 N. Wilburn Ave. stated the applicant can get state and federal food subsidies if she is a home daycare.

Motion was made by Steve Marx, seconded by Trent Reid to recommend approving the rezoning of 4312 N. Council Rd. from C-G, Commercial General to R-1, Single Family. The votes are as follows: AYE- James Clemmer, Steve Marx, Trent Reid, Ronald Crouch, Robert Helton, Jennifer Edmonson, Arvel Williams, Burt Falkner. NAY- None. ABSTAIN- None. The motion carried unanimously 8 - 0.

NEW BUSINESS

Elizabeth Gray, City Manager and Ray Jones, City Attorney mentioned we will be having traffic impact studies. We will be developing a traffic impact ordinance to add to our ordinance book for future developments.

Elizabeth Gray, City Manager we will be interviewing applicants for the Community Development Director position soon.

Elizabeth Gray, City Manager spoke about several grants the city has applied for and received to improve the City of Bethany.

Motion was made by James Clemmer, seconded by Ron Crouch to adjourn. The motion carried unanimously 8 - 0.

NOTICE: Agenda posted in the lobby and on the front door of Bethany City Hall, 6700 NW 36th St., Bethany, OK 73008 on Thursday, December 19, 2025, at 11:00 a.m..

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.

THE PLANNING AND ZONING COMMISSION MEETING WILL BE HELD IN THE CITY COUNCIL CHAMBER AT BETHANY CITY HALL - 6700 NW 36TH ST., BETHANY, OK 73008

AGENDA
CITY OF BETHANY
PLANNING AND ZONING COMMISSION

January 2, 2025

6:30 P.M.

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES OF AUGUST 15, 2024

EXPLANATION OF PROCEDURE TO AUDIENCE PLANNING AND ZONING

COMMISSION BUSINESS

ITEM 1: PC 24-17

Consider a request by Rita Khouri, applicant and property owner, to ato rezone their property at **4312 N Council Road** from **C-G to R-1**. *Item to be heard by the Bethany City Council on the 21st of January 2025 at 6:30 p.m. in the Council Chambers at Bethany City Hall.*

LEGAL DESCRIPTION:

NW QTR Section 17-T12N-R4W Schafers Suburbs Addition Block 000 Lot 000 PT BLK 17 Beginning 102FT S of NW/C of Block 17 E165FT SELY 131FT S79.84FT W130.63FT NWLY 165.5FT N to Beginning.

NEW BUSINESS

ADJOURNMENT UNTIL JANUARY 16, 2025

BETHANY

Oklahoma

City of Bethany

Planning & Zoning Staff Report

January 2, 2025

CASE NO: PC 24-17

Request: Consider a request by Rita Khouri, applicant and property owner, to rezone their property at 4312 North Council Road from Commercial General (C-G) to Single-Family Residential (R-1).

Legal Description: NW QTR Section 17-T12N-R4W Schafers Suburbs Addition Block 000 Lot 000 PT BLK 17 Beginning 102FT S of NW/C of Block 17 E165FT SELY 131FT S79.84FT W130.63FT NWLY 165.5FT N to Beginning.

Current Zoning: C-G (Commercial General)

Proposed Zoning: R-1 (Single-Family Residential)

Surrounding Zoning:

Direction	Zoning
North	A (Agriculture)
South	A (Agriculture)
East	A (Agriculture)
West	Commercial Shopping (defunct) & Commercial General (C-S & C-G)

Table 1

Zoning Characteristics:

	C-G	R-1	4312 N Council (as of 2 January 2025)
Use	Commercial	Single-Family Dwelling	Daycare
Minimum Lot Area (ft ²)	N/A	6,000	29,185
Width x Depth (ft)	N/A	60 x 100	91 x 300*
Front Setback (ft)	25	25	98*
Rear Setback (ft)	20	20	136*

Side Setback (ft)	N/A - Interior Lots	10 & 5 (Interior)	48* (South) 16* (North)
-------------------	---------------------	-------------------	----------------------------

Table 2

*Figures are estimates from Oklahoma County GIS data

Background:

The applicant is seeking to rezone 4312 N Council Rd from C-G to R-1 for the purposes of operating a home daycare as a home occupation. The property was likely rezoned to C-G during the initial implementation phases of the comprehensive plan, in which the N Council & West 39th Expressway gateway districts took shape. During this time the city pushed for the rezoning of properties along these corridors to better facilitate commercial development along major roadways. Staff confirmed with legal counsel in November 2024 that this request was eligible for a zoning change, and to proceed with holding the necessary public hearings.

Analysis:

The zoning on three of the four sides of the property is Agriculture (A) and is currently owned by the City of Oklahoma City. Historically, these surrounding properties were utilized as ballfields, but their current condition implies that they no longer in use. To the West, the property faces one C-G and one C-S property, with the land use of both properties being appropriate for their respective zoning codes.

This site occupies a total area of 0.67 Acres, most of which is unpaved turf, meaning that minimal stormwater runoff is produced by this site. The applicant has stated that they will not be developing the property further. Were the property to be kept as C-G, a future developer would have the right to construct a building with a maximum footprint of 35% of the property.

Water service is provided by a 10" inch line under N Council Road. City atlases indicate that there is no access to a public sanitary sewer line. Given the age of the property, it is likely that the existing structure makes use of a septic tank. Any future developer would likely be required to connect to public utility lines.

This site is within the West 39th Expressway Gateway District of the Comprehensive Plan, which calls for this area to be utilized as a commercial district. The comprehensive plan views this area as valuable commercial property due to its low residential development, existing commercial inventory, and most importantly, its proximity to two major roadways which carry traffic across Bethany.

Required Action: Hold a public hearing to provide a recommendation to either approve or deny the applicant's zoning change request. This recommendation will be heard by the Bethany City Council on the 21st of January 2025, and a decision whether to approve or deny this change will be made.

Attachments:


















- Aerial Photograph
- Zoning Map
- Water & Sewer Atlases
- Public Notification
- Application & Certified Owners List

PC 24-17 Zoning Map - 4312 N Council Road



1" = 300 ft

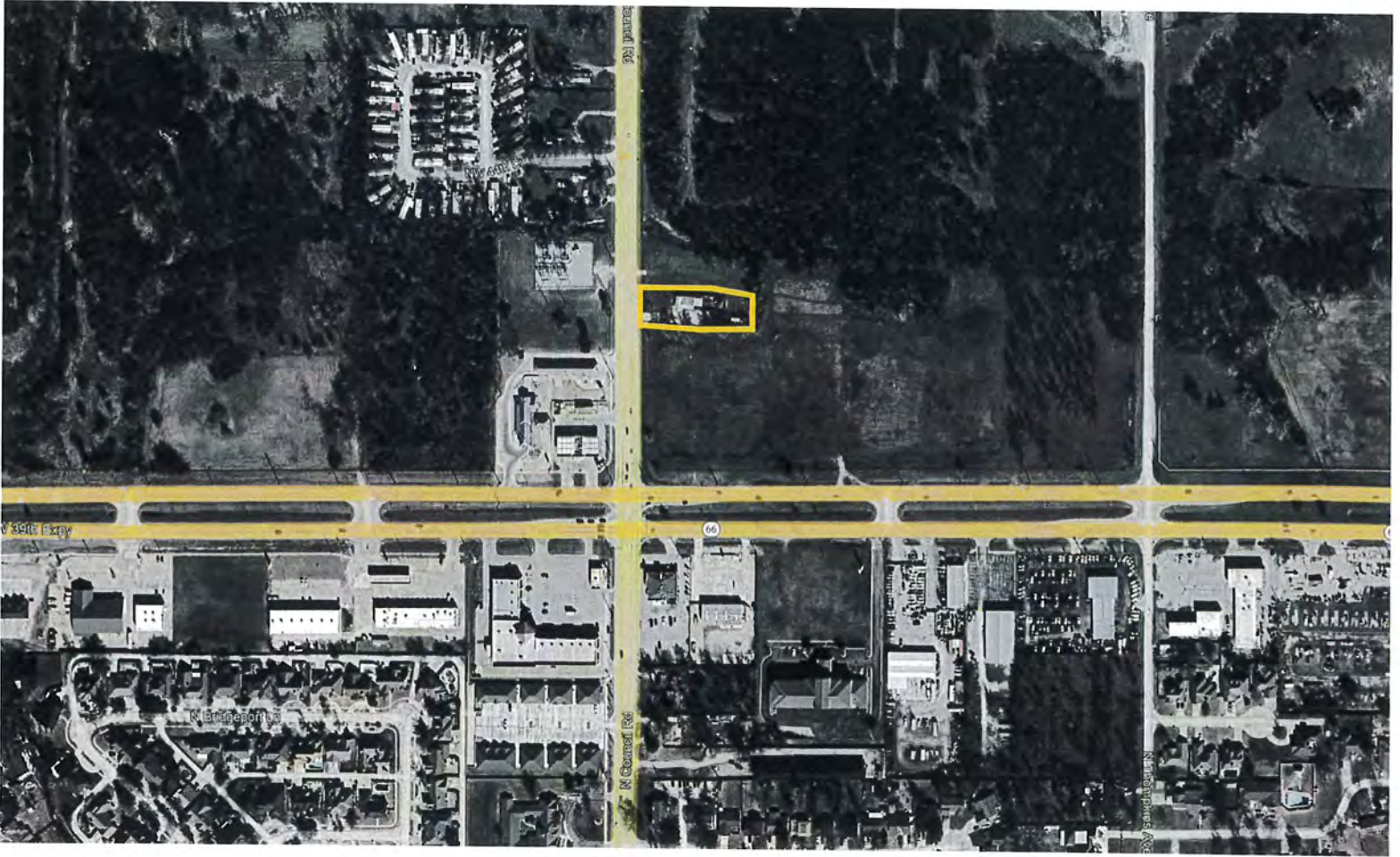
ZONING CODE LEGEND

 A	 I-L
 CBD	 I-R
 C-G	 PUD
 C-H	 PRD
 C-S	 R-1
 C-N	 R-2
 C-O	 R-M
 C-R	 RMO
 E-I	 RHP

**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

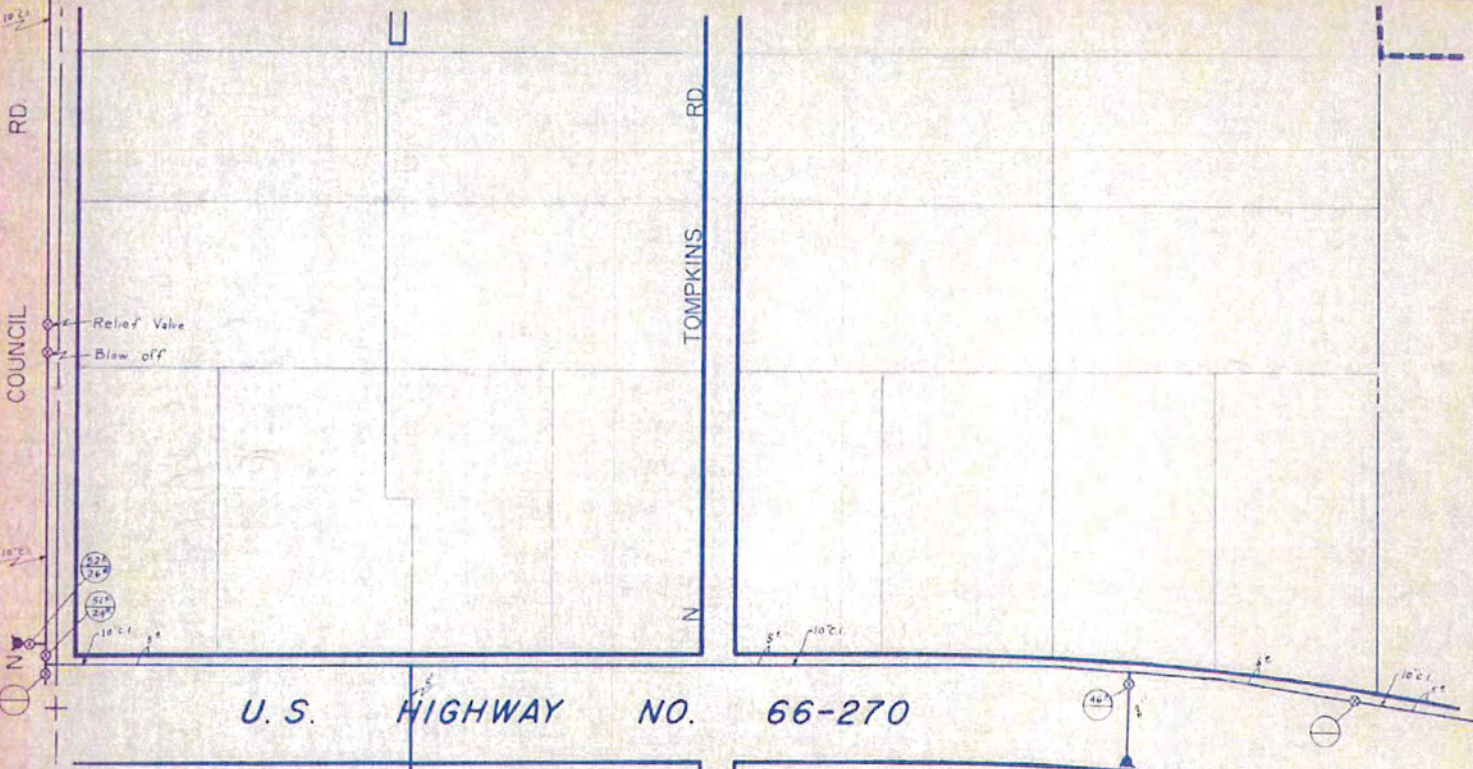
Bethany, Oklahoma makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Print map scale is approximate. Critical layout or measurement activities should not be done using this resource.





17-1



U.S. HIGHWAY NO. 66-270

THIS MAP WAS PREPARED FOR THE OKLAHOMA INDUSTRIAL DEVELOPMENT AND PARK DEPARTMENT, STATE PLANNING AGENCY, AND WAS FINANCED IN PART THROUGH AN URBAN PLANNING GRANT FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, UNDER THE PROVISIONS OF SECTION 701 OF THE HOUSING ACT OF 1954, AS AMENDED.



SCALE 1"=200'

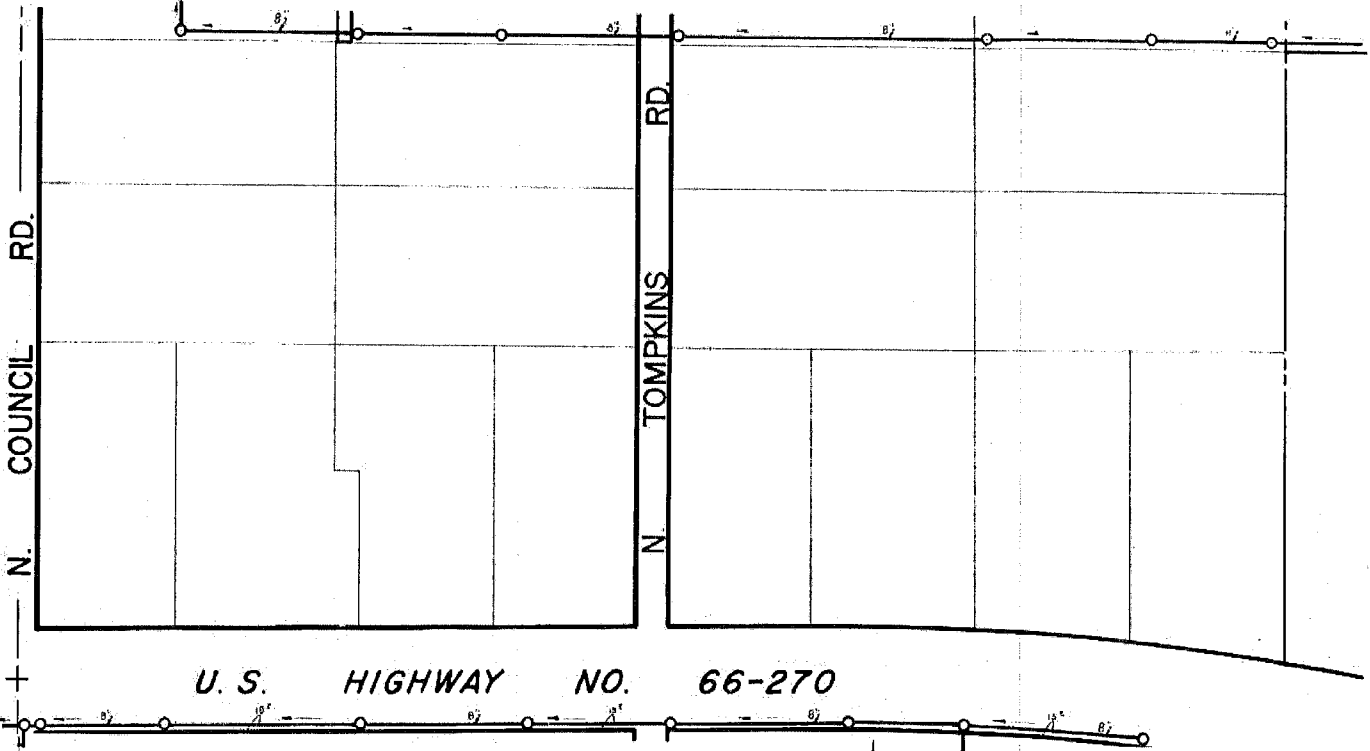
17-3

17-2

B-7

17-7

17-1



18-7

17-7

THIS MAP WAS PREPARED FOR THE OKLAHOMA INDUSTRIAL DEVELOPMENT AND PARK DEPARTMENT, STATE PLANNING AGENCY, AND WAS FINANCED IN PART THROUGH AN URBAN PLANNING GRANT FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, UNDER THE PROVISIONS OF SECTION 701 OF THE HOUSING ACT OF 1954, AS AMENDED.

Rev. 2-11-66



SCALE 1"=200'

17-3

17-2



APPLICATION FOR REZONING

We, the undersigned, being the owners or legal agents for the owners of more than fifty-one percent of the following described property, do hereby make application and petition the City Council to amend the zoning ordinance of the City of Bethany as hereinafter requested.

(PLEASE PRINT OR TYPE)

1. Applicant: Rita Khouri Phone #: 405-819-9937
Address: 4312 N. Council Rd.
2. Record Property Owner(s): Rita & Hanna ^{Khouri} Phone #: 405-819-9937
Address: 4312 N. Council Rd.
3. Request rezoning from: Commercial Zone
To: R1
4. Street address or location: 4312 N. Council Rd. Bethany
5. Legal description (attach if necessary):
6. Area of property (sq. ft.): (1300 house) See attached Council Rd with residential to left & business to right
7. The application shall be accompanied by the following:
 - a. Filing Fee.
 - b. Certified list of names and addresses of all property owners of record within three hundred (300) feet of the exterior boundaries of subject property. (none)
 - c. Application for amendment of Comprehensive Plan (if applicable).
8. In order that your application can be heard at the next Planning Commission meeting, the completed application, accompanying information, and filing fees must be submitted before 12:00 noon the day of the deadline.
9. Signature of Applicant: Rita Khouri
Signature of Property Owner: Rita Khouri & Hanna Khouri



GREAT News!
Annual Oklahoma Tax Commission audit
findings reveal accurate assessments



Larry Stein Oklahoma County Assessor (405) 713-1200 - Public Access System

Home Contact Us Guest Book Map Search New Search

Real Property Display - Screen Produced 8/29/2024 3:39:13 PM

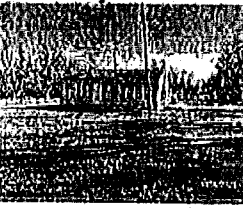
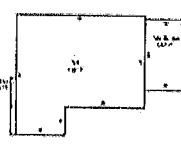
Account: R177364100 Type: Commercial Location: 4312 N COUNCIL RD
 Building Name/Occupant: SUGAR PLUMS CHILD DEVELOPMENT CENTER BETHANY
 Owner Name 1: KHOURI JOHN Parcel PIN#: 2868-17-736-4100
 Owner Name 2: KHOURI RITA 1/4 section #: 2868
 Owner Name 3: Parent Acct:
 Billing Address: 4312 N COUNCIL RD Tax District:
 City, State, Zip: BETHANY, OK 73008 School System: Putnam City #1
 Country: (If noted) Land Size: 25,160.00 Square Feet

Personal Property Land Value: 105,672

Sect 17-T12N-R4W Qtr NW SCHAPERS SUBURBS ADD Block 000 Lot 000

Full Legal Description: SCHAPERS SUBURBS ADD 000 000 PT BLK 17 BEG 102FT S OF NW/C OF BLK 17 E165FT SELY 131FT S79.84FT W130.63FT NWLY 165.5FT N TO BEG

No comparable sales report available.

No comparable sales returned.

Value History (*The County Treasurer 405-713-1300 posts & collects actual tax amounts. Contact information)

Year	Market Value	Taxable Mkt Value	Gross Assessed	Exemption	Net Assessed	Millage	Est. Tax	Tax Savings
2024	188,516	188,516	20,736	0	20,736	123.06	\$2,552	\$0
2023	188,897	188,897	20,778	0	20,778	123.06	\$2,557	\$0
2022	122,530	102,926	11,321	0	11,321	112.54	\$1,274	\$243
2021	98,025	98,025	10,782	0	10,782	112.07	\$1,208	\$0
2020	98,354	98,354	10,818	0	10,818	111.66	\$1,208	\$0

-- > > [1/6]

Property Account Status/Adjustments/Exemptions

Account #	Grant Year	Exemption Description	Amount
R177364100	2024	5% Capped Account	0

Property Deed Transaction History (Recorded in the County Clerk's Office)

Date	Type	Book	Page	Price	Grantor	Grantee
6/21/2022	Deeds	15192	1471	180,000	BETHANY ANIMAL HOSPITAL PLLC	KHOURI JOHN
6/16/2022	Hmstd Off &	15189	97	0	AMBULATORY EQUINE VETERINARY	BETHANY ANIMAL HOSPITAL PLLC
2/22/2010	Deeds	11312	989	100,000	BETHANY ANIMAL HOSPITAL PLLC	AMBULATORY EQUINE VETERINARY
5/25/2007	Deeds	10505	843	67,000	ADAMS HAROLD E TRS HAROLD E & BETTY ADAMS TRUST	BETHANY ANIMAL HOSPITAL PLLC
5/18/1988	Historical	5771	704	0	ADAMS HAROLD E TRS	ADAMS HAROLD E TRS

-- > > [1/2]

Last Mailed Notice of Value (N.O.V.) Information/History

Year	Date	Market Value	Taxable Market Value	Gross Assessed	Exemption	Net Assessed
2023	03/13/2023	188,897	188,897	20,778	0	20,778
2022	03/09/2022	122,530	102,926	11,321	0	11,321
2013	03/29/2013	99,160	99,160	10,907	0	10,907
2012	03/19/2012	99,160	95,008	10,450	0	10,450

Property Building Permit History

APPLICATION FOR AMENDMENT
OF THE COMPREHENSIVE PLAN
FOR THE CITY OF BETHANY

Location and Extent of Requested Amendment (attached map if possible):

See attached

Present Designation: Commercial daycare

Requested to be changed to: R1

Justification for Changes (include any change of conditions in the area, proof of the need for the uses allowed under the requested designation, relationships to traffic facilities, and any other evidence which would support the change): Center

(pg 1)

I have a small daycare in the property.

I want to hire my husband and add a few kiddos but he's the cook. DHS rules say he can't be a cook & a teacher. I have 7 kiddos. I can have 12 & help my husband avoid foreclosure on his Oklahoma City home. We are separated & I'm paying two mortgages. This change will allow me to be on the food program & hire him. I'm living on \$900/mo.

Applicant:

Rita Khouri

Address:

6908 N.W 60th drive

Phone:

405-819-9937

Signature:

Rita Khouri

This is our best option with our property. There is no one on either side for 300 yards. Please approve!

I've run a very successful home daycare 22 years! I also want to lock the door! (DHS rule) right now I can't lock during daycare naptime so

*as a home daycare he can be the cook & teacher like we did for 20 years!

→ Continue to page 2

Page 2

You may wonder why not keep it
a Center & hire teachers? It's 1300
sq feet and the rooms are small & not
more than 5 kids could be per room,
but the rules are more suited for me as
a home. We had trouble with hiring
teachers & lack of attendance as well
as lack of enrollment. My husband
is my best teacher & he agrees to less
pay if we can't keep attendance/enrollment
steady (12) (not 20)

(I have friends closing
Centers & returning to homes)

This is our best option. I'm not
saying in a couple years I won't do
another business here. (It's zoning)
The look of the property (Residential)
says a lot to people passing by that
prefer home daycare over Centers!
Oklahoma's Proper Home
Environment & I can get my clients to
send a letter as to the preference of
locked doors.

Larry Stein
Oklahoma County Assessor's
Office

RECEIVED
DEC 02 2024
BY: _____

Case
PC 24-17
4312 N. Council



Ownership Radius Report

This Official Report is for Account Number **R177364100** and is a **300-foot** radius from the outside of the polygon.

DIGITAL COPIES ARE NOT PROVIDED BY THIS OFFICE.

If the minimum number of different owners was not reached from the initial search the radius for this report was extended by 100-foot increments until the required number of different owners is included, or the maximum distance has been met. This report does not constitute a legal survey or document. Definitive descriptions of real property and ownership can be obtained from the official recorded documents in the Oklahoma County Clerk's Office.

The Official Certified Radius Report will expire 30 days from the date of creation stamp and seal.

If you need a digital reproduction of this report, please call the mapping department of the Assessor's office for instructions on how to use the website.

Oklahoma County Assessor's
300ft Radius Report
11/27/2024

accountno	name1	name2	name3	mailingaddress1	city	state	zipcode	subname	block	lot	legal	location
R177364085	CITY OF OKLAHOMA CITY	No Data	No Data	200 N WALKER AVE 2ND FLR	OKLAHOMA CITY	OK	73102	SCHAFFERS SUBURBS ADD	17	0	SCHAFFERS SUBURBS ADD 017 000 BEG 65FT W & 28.5FT N OF SEC OF BLK 17 N140FT W65FT S140FT E65FT TO BEG EXEMPT	7915 NW 39TH EXPY BETHANY
R177364110	CITY OF OKLA CITY	No Data	No Data	200 N WALKER AVE 2ND FLR	OKLAHOMA CITY	OK	73102	SCHAFFERS SUBURBS ADD	0	0	SCHAFFERS SUBURBS ADD 000 000 PT OF BLK 17 BEG 130FT W & 28.5FT N OF SEC TH W165.63FT N150FT OF SEC TH W165.63FT N150FT TO BEG EXEMPT	7929 NW 39TH EXPY BETHANY
R126131000	ACE TRADING INC	No Data	No Data	6809 NW 149TH ST	OKLAHOMA CITY	OK	73142	KAY BEE	1	0	KAY BEE 001 000 PT OF LOT 1 BEG 144.59FT E OF SW/C LT 1 TH N169FT E145FT S142.89FT SW35.54FT W120FT TO BEG CONT .55ACRS MORE OR LESS	8001 NW 39TH ST BETHANY
R177364105	CITY OF OKLA CITY	No Data	No Data	200 N WALKER AVE 2ND FLR	OKLAHOMA CITY	OK	73102	SCHAFFERS SUBURBS ADD	0	0	SCHAFFERS SUBURBS ADD 000 000 PT OF BLK 17 A TR BEG AT A PT ON W LINE OF BLK 17 178.5FT NOF SW/C 165.63FT E&W & 79FT N&S EXEMPT	7925 NW 39TH EXPY BETHANY
R126131005	BMW PROPERTIES 2 LLC	No Data	No Data	441 SUGAR BLUFF CIR	ARCADIA	OK	73007	KAY BEE	1	0	KAY BEE 001 000 PT OF LOT 1 BEG SW/C LT 1 TH N284.1FT (294 PER PLAT) E289.60FT S127.46FT W145FT S168FT W144.59FT TO BEG CONT 1.40ACRS MORE OR LESS	8005 NW 39TH EXPY BETHANY
R177364080	CITY OF OKLA CITY	No Data	No Data	200 N WALKER AVE 2ND FLR	OKLAHOMA CITY	OK	73102	SCHAFFERS SUBURBS ADD	0	0	SCHAFFERS SUBURBS ADD 000 000 PT BLK 17 BEG 28.5FT N OF SEC OF BLK 17 N352.6FT W130.63FT NWLY 165.5FT S143FT E165.6FT S80FT E65FT S140FT E TO BEG EXEMPT	0 UNKNOWN BETHANY
R1737392910	OKLA NATURAL GAS CO	No Data	No Data		Unknown	NO	0	UNPLTD PT SEC 18 12N 4W	0	0	UNPLTD PT SEC 18 12N 4W 000 000 PT OF NE4 SEC 18 12N 4W BEG 495.5FT N & 33FT W OF SEC OF NE4 TH S15FT W15FT N15FT E15FT TO BEG PUBLIC SERVICE	0 UNKNOWN BETHANY
R177364100	KHOURI JOHN	KHOURI RITA	No Data	4312 N COUNCIL RD	BETHANY	OK	73008	SCHAFFERS SUBURBS ADD	0	0	SCHAFFERS SUBURBS ADD 000 000 PT BLK 17 BEG 102FT S OF NW/C OF BLK 17 E165FT SELY 131FT S79.84FT W130.63FT NWLY 165.5FT N TO BEG	4312 N COUNCIL RD BETHANY
R17373929500	JOHNSON YVONNE MARIE	No Data	No Data	4501 N COUNCIL RD	BETHANY	OK	73008	UNPLTD PT SEC 18 12N 4W	0	0	UNPLTD PT SEC 18 12N 4W 000 000 PT NE4 SEC 18 12N 4W BEG 695FT N OF SEC OF NE4 N148.5FT W250FT S148.5FT TH E250FT TO BEG EXE33FT FOR ROAD	4501 N COUNCIL RD BETHANY

X

Oklahoma County Assessor's
300ft Radius Report
11/27/2024

R177364070	CITY OF OKLA CITY	No Data	No Data	200 N WALKER AVE 2ND FLR	OKLAHOMA CITY	OK	73102	SCHAFFERS SUBURBS ADD	0	SCHAFFERS SUBURBS ADD 000 000 PT BLK 17 BEG AT NW/C OF BLK 17 E296.63FT TO NE/C S125FT NW/LY 01296.52FT N102FT TO BEG EXEMPT	0 UNKNOWN BETHANY
R177364250	CITY OF OKLA CITY	No Data	No Data	200 N WALKER AVE 2ND FLR	OKLAHOMA CITY	OK	73102	SCHAFFERS SUBURBS ADD	0	SCHAFFERS SUBURBS ADD 000 000 0 ALL BLK 18 EX S28.5FT EXEMPT	0 UNKNOWN BETHANY
R173793005	O G & E	No Data	No Data	PO BOX 321	OKLAHOMA CITY	OK	73101	UNPLTD PT SEC 18 12N 4W	0	UNPLTD PT SEC 18 12N 4W 000 000 PT NE4 SEC 18 12N 4W BEG 686.6FT N OF SEC OF NE4 W629.6FT S300FT E329.6FT N300FT TO BEG CONT 0 2ACRS MORE OR LESS PUBLIC SERV	0 UNKNOWN BETHANY
R177369010	CITY OF OKLA CITY	No Data	No Data	200 N WALKER AVE 2ND FLR	OKLAHOMA CITY	OK	73102	SCHAFFERS SUBURBS ADD	0	SCHAFFERS SUBURBS ADD 000 000 0 BLK 44 EXEMPT	0 UNKNOWN BETHANY

BETHANY

Oklahoma

Department of Planning & Community Development

December 16, 2024

NOTICE OF HEARING

PLANNING & ZONING COMMISSION
AND CITY COUNCIL

Dear Property Owner:

This notice is to inform you that the City of Bethany is reviewing the zoning of a neighboring property for a potential change. All zoning changes within the city limits are reviewed by the Planning and Zoning Commission at a public hearing to determine whether the proposal is in conformity with the Comprehensive Plan for the City of Bethany. You are receiving this letter on account of the zoning being incorrectly listed on the previous notice. The property in questioned is zoned as C-G, and the applicant is requesting it be changed to R-1.

We would like to emphasize that the Planning and Zoning Commission does not make the final decision on whether or not to approve the item; it simply makes recommendations on zoning & special permit matters to the City Council. The final decision is made by the City Council in a second hearing.

Attached to this notice is information on the hearing dates, the location of the property, and the zoning of the property. During the public hearings, the applicant for the zoning change presents his case, and all interested property owners in the surrounding area are invited to appear and state whether they are for or against the proposal.

Your participation in these proceedings can affect the outcome.

If you have any questions regarding this notice, please contact the Community Development Director. Call (405) 789-6005.

SECRETARY,
PLANNING AND ZONING COMMISSION

ZONING CASE INFORMATION

A. Rezoning Proposal

1. Case No.: PC 24-17.
2. Location of Property: 4312 N Council Road, Bethany, OK 73008
3. Legal Description: NW QTR Section 17-T12N-R4W Schafers Suburbs Addition Block 000 Lot 000 PT BLK 17 Beginning 102FT S of NW/C of Block 17 E165FT SELY 131FT S79.84FT W130.63FT NWLY 165.5FT N to Beginning.
4. Property Zoning: Commercial General (C-G) .
5. Proposed Zoning: Single-Family Residential (R-1)

You are receiving this letter on account of the zoning being incorrectly listed on the previous notice. The property in question is zoned as C-G, and the applicant is requesting it be changed to R-1.

B. Hearing Schedule

1. The Planning and Zoning Commission hearing on the proposed rezoning will be held on **January 2, 2025** at **6:30 P.M.** At this hearing, any interested citizen will have the opportunity to speak to the Commission concerning the proposed zoning change. The Commission will vote on whether to recommend approval or disapproval of the proposed rezoning. **IF YOU HAVE AN OPINION ON THE APPLICATION, YOU SHOULD ATTEND THIS HEARING.**
2. The City Council Hearing will be held on **January 21, 2025** at **6:30 P.M.** At this hearing, any interested citizens will have the opportunity to speak to the City Council concerning the request. The City Council will vote either to adopt or reject the proposed rezoning ordinance. **IF YOU HAVE AN OPINION ON THE APPLICATION, YOU SHOULD ATTEND THIS MEETING.**

C. Location of Hearings

Both the Planning and Zoning Commission and City Council hearings will be held in the Bethany City Hall Council Chamber located at 6700 NW 36th St.

PC 24-17 Zoning Map - 4312 N Council Road



1" = 300 ft

ZONING CODE LEGEND

A	I-L
CBD	I-R
C-G	PUD
C-H	PRD
C-S	R-1
C-N	R-2
C-O	R-M
C-R	RMO
E-I	RHP

MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

Bethany, Oklahoma makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Print map scale is approximate. Critical layout or measurement activities should not be done using this resource.

NOTICE OF PUBLIC HEARING

On January 2, 2025, at 6:30 p.m. the Bethany Planning and Zoning Commission will during its regular session hold a public hearing at Bethany City Hall at 6700 NW 36th St., Bethany, OK 73008 for a proposed zoning change for 4312 North Council Road going from Commercial-General (C-G) to Single-Family Residential (R-1).

Following the public hearing the Bethany Planning & Zoning Commission will vote on the request and forward a recommendation to the Bethany City Council, which in turn will hear this case on January 21, 2025, at 6:30 p.m. At this meeting, there will be a second public hearing with the Bethany City Council, and a vote to approve or deny the request will be held.

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.

LEGAL DESCRIPTION:

NW QTR Section 17-T12N-R4W Schafers Suburbs Addition Block 000 Lot 000 PT BLK 17 Beginning 102FT S of NW/C of Block 17 E165FT SELY 131FT S79.84FT W130.63FT NWLY 165.5FT N to Beginning.



BETHANY CITY COUNCIL

From: Elizabeth Gray, City Manager
Date: January 16, 2025
Subject: Franchise Agreement with CoxCom, Inc.

BACKGROUND

The proposed Franchise Agreement with CoxCom, Inc. (Cox) meets the requirements of Chapter 123 of the Bethany Code of Ordinances. The renewal agreement is for a term of five years. This agreement is largely identical to the previous agreement. Notable provisions of the agreement include the following:

- (1) Cox agrees to abide by the requirements of our ordinance.
- (2) The franchise fee provided to Bethany remains five (5) percent of the annual gross revenue.
- (3) Cox agrees to provide a dedicated noncommercial access channel for use by governmental institutions and one channel for educational institutions.
- (4) Cox agrees to comply with FCC regulations regarding the Federal Emergency Alert System.
- (5) Cox represents that its cable service is a “cable service” under federal law and agrees to comply with all applicable federal regulations.

The current agreement is attached for your review.

RECOMMENDATION

- 1. Approve the franchise agreement as presented.

ADDITIONAL COMMENTS



CABLE TELEVISION FRANCHISE AGREEMENT

This Agreement (“Agreement”) is made and entered into this ____ day of _____ 2025, by and between the City of Bethany, a municipal corporation, hereinafter referred to as the “City,” and CoxCom, LLC., its affiliates, subsidiaries and assigns, a Delaware limited liability company hereinafter referred to as “Cox.”

WHEREAS, the City has authority to grant a franchise to a cable television operator for the right to use the public streets and other public ways for the purpose of maintaining and operating a cable television business within the City; and

WHEREAS, the City granted an initial cable franchise pursuant to Ordinance No. 1098 (as amended by Ordinance No. 1099), dated June 20, 1977, and Ordinance No. 1100, the Franchise Agreement dated November 7, 1978;

WHEREAS, the franchise was assigned to CoxCom, Inc. pursuant to Resolution No. 1090, dated November 16, 1999, and extended various times pursuant to Resolution; and

WHEREAS, Cox has requested renewal of its nonexclusive franchise with the City in order to construct, operate, maintain, update and reconstruct a cable system within the City; and

WHEREAS, the construction, installation, maintenance, and operation of such a cable system involves the occupation of and placement of private commercial facilities in the public streets and other public ways within the City, which is essential to the performance of the general function and purpose of Cox; and

WHEREAS, the City recognizes that as manager of its rights-of-way, it is important to ensure a fair and level playing field for all service providers; and

WHEREAS, based on Cox’s representations and information, and in response to its request for renewal, the Council has determined that, subject to the provisions of the Cable Television Ordinance, and the terms and conditions set forth herein, the approval of this Agreement with Cox, to supersede all prior Agreements, on the terms and conditions herein and subject to applicable law, is consistent with the public interest.

NOW, THEREFORE, in consideration of the City’s grant of a new Cable Television Franchise Agreement to Cox, Cox’s promise to provide cable services to residents of the City pursuant to the Bethany Code of Ordinances and all other local, state and national laws and regulations as may be amended from time to time, and the mutual covenants, promises and agreements hereinafter set forth, and all other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Grant of Non-Exclusive Franchise: The City hereby grants to Cox a non-exclusive franchise to install, construct, operate, and maintain a Cable System to provide

Cable Services under such terms and conditions as are set forth in this Agreement. This franchise does not grant Cox any right of eminent domain.

2. Term of Agreement: This non-exclusive Agreement shall take effect on execution and shall be effective for a term of five (5) years thereafter. Prior to the end of this term, the parties agree to enter into good faith negotiations regarding a possible renewal and/or modification and/or extension of this Agreement. At the expiration of the term, the City reserves the right to require Cox to remove at its own expense any and all portions of the cable system from the public ways within the City.

3. Nature of Agreement:

(A) No privilege or exemption shall be granted or conferred by this Agreement except those specifically prescribed herein.

(B) Any right or power in, or duty impressed upon, any officer, employee, department, or board of the City by this Agreement shall be subject to transfer by the City to any other officer, employee, department, or board of the City.

(C) This Agreement shall not relieve Cox of any existing obligations involved in obtaining permits, pole or conduit space from any department of the City, utility company, or from others maintaining utilities in streets.

(D) This Agreement shall be a privilege to be held in personal trust by Cox for the benefit of the public. Said privilege cannot in any event be sold, transferred, leased, assigned or disposed of (except to an affiliate of Cox), including but not limited to, by forced or voluntary sale, merger, consolidation, receivership or other means without the prior written consent of the City, and then only under such conditions as the City may establish. Such consent as required by the City shall not, however, be unreasonably withheld.

(E) In consideration of the faithful performance and observance of the conditions, reservations and regulations herein specified, a non-exclusive Franchise is hereby granted to Cox, its permitted successors and assigns to erect, maintain, and operate transmission and distribution facilities and additions thereto in, under, over, along, across and upon the streets, lanes, avenues, sidewalks, alleys, bridges and other public places within the City and subsequent additions thereto for the purpose of producing, receiving, amplifying, and transmitting by coaxial cable, fiber optics, microwave or other means, audio and/or audio/visual electrical impulses of television, radio and other intelligences, either analog or digital, including, but not limited to, Cable Television Service pursuant to the Cable Act for sale to the inhabitants and businesses of the City in accordance with the laws and regulations of the United States of America and State of Oklahoma and the ordinances and regulations of the City, for a period of five (5) years from and after the effective date of this non-exclusive Franchise and Agreement.

4. Obligations of Cox:

(A) During the term of this Agreement, Cox shall pay to City a fee equal to 5% of the gross revenues of Cox and its affiliates collected from each subscriber to Cox's Cable Services product, and 5% of the portion of gross revenues from advertising which are defined in subsection 3(A)(3), below; the fee ("Franchise Fee") may be identified and passed through on any subscriber bill by Cox, and all such fees collected will be forwarded to City quarterly and shall be due forty-five (45) days after the end of each quarter.

(1) For purposes of this Agreement, gross revenues are limited to the following:

- (i) recurring charges for Cable Services;
- (ii) event-based charges for Cable Services, including but not limited to pay-per-view and video-on-demand charges;
- (iii) rental of set top boxes and other Cable Services equipment;
- (iv) service charges related to the provision of Cable Services, including, but not limited to, activation, installation, and repair;
- (v) administrative charges related to the provision of Cable Services, including, but not limited to, service order and service termination charges; and
- (vi) amounts billed to Cable Services subscribers to recover the Franchise Fee authorized by this section.

(2) For purposes of this Agreement, gross revenues do not include:

- (i) Uncollectible fees, provided that all or part of uncollectible fees which is written off as bad debt but subsequently collected, less expenses of collection, shall be included in gross revenues in the period collected;
- (ii) late payment fees;
- (iii) revenues from contracts for in-home maintenance service unless they relate solely to maintenance on equipment used only for the provisioning of Cable Services and not for the provisioning of any other service provided by Cox or its affiliates;
- (iv) amounts billed to Cable Services subscribers to recover taxes, fees or surcharges imposed upon Cable Services subscribers in connection with the provision of Cable Services, other than the Franchise Fee authorized by this section;
- (v) revenue from the sale of capital assets or surplus equipment; or
- (vi) charges, other than those described in subsection (1), that are aggregated or bundled with amounts billed to Cable Services subscribers.

(3) "Gross Revenues" which are subject to the Franchise Fee paid by Cox additionally include a pro rata portion of all revenue collected by Cox pursuant to compensation arrangements for advertising (less any commissions Cox receives from any third parties for advertising) and home-shopping sales derived from the operation of Cox's Cable System within the City. Advertising commissions paid to third parties (excluding any refunds, rebates, or discounts the Company may make to advertisers) shall not be deducted from advertising revenue included in gross revenue. The allocation of

advertising and home-shopping revenue referred to above shall be based on the number of subscribers in the City divided by the total number of subscribers in relation to the relevant regional or national compensation arrangement.

(4) Bundling discounts shall be apportioned fairly among video and other services. Cox shall not apportion revenue in such a manner as to avoid the Franchise Fee.

(5) In the event that the Federal Communications Commission or a court of competent jurisdiction modifies the current interpretation of what may constitute “gross revenues,” this obligation may also be altered to include or exclude revenue from other sources as may be permitted by such modification.

(6) In the event that any other video services provider, including but not limited to a cable operator or open video service provider, enters into any agreement or makes any arrangement with City during the term of this Agreement whereby it is required or allowed to pay a fee to the City that is similar to the Franchise Fee described herein, City shall allow Cox to substitute the definition of “gross revenue” set forth in that agreement or arrangement for the definition of “gross revenue” set forth in this Agreement immediately upon request of Cox.

(7) Cox will grant the City the right to conduct reasonable audits to assure that the Franchise Fee has been properly calculated.

(B) Cox and City agree that the Franchise Fee shall be in lieu of all other concessions, charges, excises, franchise, license, privilege, permit fees, taxes, or assessments *except* sales taxes, personal or real property taxes, and ad valorem taxes.

(C) During the term of this Agreement, Cox shall provide to the City one dedicated, noncommercial access channel for use by governmental institutions within the city and one dedicated, noncommercial access channel for use by educational institutions within the City through Cox's Cable System so long as City and educational institutions designated by the City provide any educational or governmental programming content in a standard format compatible with Cox's technology. City and educational institutions designated by the City shall provide this programming, and Cox shall receive this programming, at Cox's headend location in the City. City and educational institutions designated by the City will be solely and individually responsible for their own programming content. Cox shall provide the access channel in standard definition format with the same functionality that it provides for commercial channels.

(D) Cox shall comply with the federal Emergency Alert System regulations (47 C.F.R. Part 11), as well as all customer service standards of the Federal Communications Commission.

(E) The parties agree to consult in the event that, after execution of this Agreement, any court, agency, commission, legislative body, or other authority of competent jurisdiction issues a finding that limits the validity or enforceability of this

Agreement, in whole or in part. Should the finding be final, non-appealable and binding upon either City or Company, this Agreement shall be deemed modified or limited to the extent necessary to address the subject of the finding unless either party, within thirty (30) days of receipt of the ruling, provides written notice to the other party of election to terminate, in which case this Agreement shall terminate within six (6) months or such earlier period as the parties mutually may agree. Where the effect of a finding is a modification, the parties shall enter into good faith negotiations to modify this Agreement in the manner which best effectuates its overall purposes and the intentions of the parties. Failure to reach a mutually satisfactory modification within ninety (90) days of the commencement of such efforts shall entitle either party to terminate the Agreement on the provision of thirty (30) days' written notice.

In addition to the termination rights set forth above, Cox shall have the right to terminate this Agreement and all obligations hereunder upon ninety (90) days notice to the City, if (i) state or federal law changes in a manner that would allow Cox to opt into franchise requirements that are, in Cox's judgment, more beneficial than those contained herein or (ii) another provider of video services is permitted, through an authorization granted by the City of Bethany, to use the public rights-of-way in the City of Bethany to provide video services and such authorization contains terms that are, in Cox's judgment, more beneficial than those contained herein. During the ninety (90) day notice period referenced above, Cox and the City shall negotiate in good faith to attempt to resolve the discrepancies between the franchises should Cox exercise its right to terminate under the foregoing clause.

(F) Cox shall determine, in its sole discretion where in the City its facilities shall be constructed, operated, maintained, repaired and upgraded to provide, and where in the City to provide its Cable Services. All work authorized shall be done in a safe, thorough and workmanlike manner. All equipment shall be durable and installed and maintained in accordance with good engineering practices and comply with applicable law. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. Cox shall at all times use ordinary care and shall install and maintain in use industry accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries or nuisances to the public. Cox shall, at its own expense and in a manner approved by the City, restore to City standards and specifications any damage or disturbance caused to the public way as a result of its operations or construction on its behalf. All work in the City's right-of-way and easements shall be accomplished in accordance with generally applicable and non-discriminatory City Codes and specifications. Whenever, in case of fire or other disaster, it becomes necessary in the judgment of the City Manager to remove or damage any of Cox's facilities, no charge shall be made by Cox against the City for restoration and repair unless such actions taken by the City amount to gross negligence or willful misconduct.

(G) Cox agrees that it will offer Cable Service to all residential subscribers residing within its current service footprint within the boundaries of the City, subject to density, technical feasibility, and access limitations based on standard industry practice (e.g., density limitation of forty (40) homes per mile, authorized access to private property/developments, etc.).

(H) Cox represents and claims that its Cable Service is a “Cable Service” as defined by federal law and will comply with all obligations imposed by federal law on cable operators. This Agreement shall not apply to any service Cox provides that is not a “Cable Service” as such service is defined under federal law.

(I) Cox will not deny access to Cable Service to any group of potential residential cable subscribers because of the income of the residents of the local area in which such group resides. Cox shall not discriminate among subscribers and potential subscribers to Cable Service.

(J) Cox shall maintain a general comprehensive liability insurance policy naming as an additional insured the City, in a company mutually acceptable to the parties, which protects the City against liability for loss or damage for personal injury, death or property damage occasioned by the operations of Cox pursuant to the Agreement granted herein.

(K) In addition to the Franchise Fee payable hereunder, City may, at any time during the term of this Agreement by ordinance duly enacted by a majority of the governing body of the City, establish a PEG Capital Contribution Fee for educational, and governmental access channels and facilities. The PEG Capital Contribution Fee shall not exceed fifty cents (\$0.50) per month per subscriber, except that multiple dwelling units billed on a bulk-billing basis shall be billed on an equivalent billing basis. The PEG Capital Contribution Fee shall be added as a separate line item on each regular bill of each subscriber. City shall provide Cox with written notice not less than ninety (90) days prior to the date the Council first considers an ordinance to establish a PEG Capital Contribution Fee. Upon ninety (90) days written notice by the City of the effective date of an ordinance establishing a PEG Capital Contribution Fee, Cox shall immediately begin collecting it on the next billing cycle. Thereafter, the PEG Capital Contribution Fee shall be collected and paid to the City in the same manner as the Franchise Fee for any use by City for PEG capital support.

5. Obligations of City. City will not attempt to nor subject the provision of Cox’s Cable Service to regulation under any provision of the City’s cable television or broadband telecommunications franchise ordinance or similar ordinance(s) that are inconsistent with or more burdensome than those contained herein. In addition:

(A) City agrees to subject the construction and installation of the facilities that will be used in whole or in part to provide Cox’s Cable Service to the same process and

review as it subjects the installation and construction of traditional telecommunications infrastructure;

(B) City agrees not to unreasonably block, restrict, or limit the construction and installation of facilities that will be used in whole or in part to provide Cox's Cable Service;

(C) City agrees to process any and all applicable permits for the installation, construction, maintenance, repair, removal, and other activities associated with placement of communications or transmission facilities of any kind in a timely and prompt manner.

6. Modification. This Agreement may be amended or modified only by a written instrument executed by both Parties.

7. Entire Agreement. This Agreement constitutes the entire agreement between City and Cox with respect to the subject matter contained herein and supersedes all prior or contemporaneous discussions, agreements, and/or representations of or between City and Cox regarding the subject matter hereof. Specifically, this Agreement replaces all prior Franchise Agreements granted and approved by the City.

8. Waiver. Failure on the part of either Party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.

9. Miscellaneous.

(A) Cox and City each hereby warrants that it has the requisite power and authority to enter into this Agreement and to perform according to the terms hereof.

(B) The headings used in this Agreement are inserted for convenience or reference only and are not intended to define, limit or affect the interpretation of any term or provision hereof. The singular shall include the plural; the masculine gender shall include the feminine and neutral gender.

(C) Nothing contained in this Agreement is intended or shall be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the Parties hereto toward any person or entity not a party to this Agreement, unless otherwise expressly set forth herein.

(D) This Agreement shall not be exclusive, and the City expressly reserves the right to enter into similar agreements with any other company offering the same or similar video services at any time.

(E) The geographic area covered by this Agreement shall be the incorporated limits of the City of Bethany, Oklahoma, as such area now exists or may be modified in the future by annexation or deannexation.

(F) The parties agree that either Oklahoma County District Court (7th Judicial District) or the United States District Court for the Western District of Oklahoma shall be the sole and exclusive forum for any judiciable disputes concerning this Agreement.

10. Binding Effect. This Agreement shall be binding upon and for the benefit of each of the Parties and their respective principals, managers, City Council members, offices, directors, shareholders, agents, employees, attorneys, successors and assigns and any parents, subsidiaries or affiliated corporations or entities, as applicable.

11. Definitions. The following words, terms and phrases, when used in this Agreement, shall have the meanings ascribed to them in this section:

(A) “Cable Act” shall refer to the federal statutes at, 47 U.S.C. §522 et. al. as of the effective date of this Agreement.

(B) “Cable Service” shall have the same meaning as contained in federal statutes, 47 U.S.C. §522(6) on the effective date of this Agreement.

(C) “Cable System” shall have the same meaning as contained in federal statutes, 47 U.S.C. §522(7) on the effective date of this Agreement.

(D) “Broadband Network” means a network that has the ability to provide information service as defined in 47 U.S.C. 153(24).

12. Severability. If any section, provision, or clause of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable or is preempted by federal or state laws or regulations, the remainder of this Agreement shall not be affected, except as is otherwise provided in this Agreement.

13. Notice. Unless otherwise agreed to by the parties, any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party specifies in writing:

To Cox:

CoxCom, LLC.
Attn: Market Vice President
715 NE 122nd St.
Oklahoma City, Oklahoma. 73114

With copy to:

Cox Communications

Attn: Vice President of Government Affairs
6205B Peachtree-Dunwoody Road
Atlanta, Georgia 30328

To City:

City of Bethany
Attn: City Manager
6700 NW 36th Street
Bethany, Oklahoma. 73008

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement as of the ____ day of _____, 2025.

CoxCom, LLC.:

Name: Katy Boren
Title: Market Vice President

City:

APPROVED by the City Council of The City of Bethany, Oklahoma, on this ____ day of _____, 2025.

MAYOR

ATTEST:

City Clerk

REVIEWED as to form and legality this ____ day of _____, 2025.

Municipal Counselor

CITY OF BETHANY

From: Elizabeth Gray, City Manager
Date: January 16, 2025
Subject: Agreement with YMCA to manage municipal pool for 2025 Season

BACKGROUND

Under this agreement the YMCA will hire, train, schedule and provide adult supervision at the pool daily. They will assume all costs for staffing and provide concessions. They will also conduct daily water testing of the pool and weekly vacuuming. The YMCA is asking for financial reimbursement from the City to cover projected financial losses of up to \$20,000 from their payroll and concession purchase costs that are not covered by the gate admissions and concession sales. The YMCA will retain the admissions and concession incomes. The City will retain all other costs of operation. The YMCA anticipates opening the pool on May 24, 2025. Regular hours for open swimming will be Tuesday through Sunday from 1pm to 7 pm.

RECOMMENDATION

1. Staff recommends approval of the contractual agreement between the City of Bethany and the YMCA to provide staffing and management services for municipal pool operations.

ADDITIONAL COMMENTS

Funding for this contract comes from the General Fund.

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

CONTRACT PROPOSAL

CONTRACT BETWEEN THE CITY OF BETHANY AND THE YMCA OF GREATER OKLAHOMA CITY, BETHANY YMCA, FOR OPERATION OF THE MUNICIPAL SWIMMING POOL 2025 SEASON

The YMCA will hire certified lifeguards and pool coordinator to properly manage Ripper Park, Bethany City Pool for the recreational swimming for the summer of 2025. All lifeguards are to be YMCA certified or equivalent. When the coordinator is not on site, a YMCA employee will be named to be in charge.

The Bethany City Parks and Recreation Department will have the pool operational by Saturday, May 17, 2025 unless outstanding issues are present, to ensure adequate YMCA staff training time. Inclusive dates shall be from Saturday, May 24, 2025, through **Sunday, August 31, 2025** for recreational swim purposes. The Bethany YMCA will have the pool closed on May 26, 2025 for Memorial Day and July 4, 2025 for Independence Day. The Pool will also be closed on all Monday's for the duration of the Summer 2025 season. These hours will be subject to change if necessary, for reasonable cause.

From Saturday, May 24, 2025 to Sunday, August 10, 2025 the pool will open for public swimming Tuesday through Sunday from 1:00 pm to 7:00 pm. From Tuesday, August 12, 2025 to Sunday, August 31, 2025, the pool will open for public swimming Saturdays and Sundays only from 1:00 pm to 7:00 pm. These hours will be subject to change if necessary, for reasonable cause.

The YMCA will implement safety breaks during the last 15 minutes of every hour. During these safety breaks, no swimming will be allowed. This policy is in place to ensure the safety and well-being of staff, members, and guests.

The YMCA will be allowed to use the pool during all hours of operation for swim lessons and/or other purposes. The pool shall be closed to the public after 10:00 p.m. Only YMCA employees will be allowed in the pool area after 10:00 p.m. for cleaning purposes.

A fee of no more than \$5.00 will be charged for each non-YMCA member who comes to the pool to swim. A hand stamp or similar procedure will be used to enable the person(s) to leave the pool and return in the same day without being charged again. This fee shall be subject to change by the YMCA as it deems necessary to raise additional revenue during the summer to meet expenses, subject to the concurrence of the City of Bethany.

The YMCA shall be granted exclusive use prior to the scheduled public recreation open swim times and following the 7:00pm (subject to change as needed) closing time for aquatic programming, Monday through Sunday. Exception to this will be to allow the City of Bethany CPO Staff Member access to test and properly treat the pool from 7:00 am to 9:00 am and 11:45 am to 1:00 pm. During these times no one is allowed in the pool.

The YMCA will allow and schedule time for organizations, special groups, and special activities.

The YMCA may schedule groups in the pool for late evening classes or parties (prior to 10:00 pm). YMCA lifeguards must be on duty when these groups use the pool.

The YMCA may collect a reasonable pool rental fee from groups reserving the pool.

The City of Bethany will be responsible for:

- Reimbursing the YMCA to offset incurred expenses not covered by revenue by the end of September up to an amount not to exceed \$20,000.00.
- Chemicals, pool supplies (Ring buoys, back boards, rescue tubes and any other safety device required) and pool equipment needed to operate the pool during the 2025 summer season.
- Provide a City Employee with current CPO license
- Pool repairs and setting up weekly vacuuming
- Pool Water Maintenance
- Mowing
- Inspection of the pool at least once per week for compliance
- All toiletries and other normal cleaning supplies.

The YMCA will be responsible for:

- Cleaning - Pool must be vacuumed a minimum of once per week, with the City of Bethany staff assistance, or more as needed. Restrooms shall be cleaned daily before anyone is allowed to use the pool and checked every two hours while the pool is open for cleanliness and supplies. Deck area and gutters shall be cleaned daily. Toilet paper holders must stay stocked.
- Daily routine testing of CL2 and PH, and also check for the covers on the drains twice per day at 3:00 pm and 7:00 pm. Testing will be logged on the Ripper Park Pool County Health Report after each check.
- Closing of the pool if at any time the water does not meet Health Department standards or when weather dictates and will be willing to work with the City of Bethany with regards to weather closing.
- Notify the City of Bethany Park Department before running out of any supplies or chemicals including:
 - Chlorine, caustic soda, test kits etc. to test in a 5-day minimum.

The City of Bethany shall provide trash pickup weekly, all trash shall be bagged and tops tied securely. The YMCA will provide litter pick-up in and around the pool area to assure a clean and neat facility.

The YMCA has insurance coverage under its policy for liability/medical coverage, in the event such protection becomes necessary during the YMCA's operation of the pool during the 2025 season. The YMCA shall provide the City of Bethany a Certificate of Insurance and the City shall be listed as an additional insured.

Due to the hazards related to pool chemicals, City of Bethany employees will add chemicals to the pool as needed due to their familiarity with the pool itself. The YMCA will comply with all safety requirements set forth by the City of Bethany, Oklahoma Departments of Labor and Health and OSHA including employee training required in the Federal Code of Regulations.

The YMCA will comply with Oklahoma Department of Health Regulations Chapter 315 "Public Bathing Place Facility Standards" and Chapter 320 "Public Bathing Place Regulations".

All pool rules will be created and enforced by the YMCA of Greater Oklahoma City and its staff.

All revenues generated from gate admission, swim lessons, pool parties, concessions and all other revenue producing practices will be retained by the YMCA to cover operational expenses including, but not limited to, staff wages, staff training, and supplies.

Should it become necessary for either the YMCA or the City of Bethany to terminate this agreement, a minimum of two weeks' notice shall be given in writing by either party.

Final contract approval between the City of Bethany and the YMCA shall be subject to approval by the City of Bethany and the YMCA of Greater Oklahoma City Association Office.

In witness thereof, the parties hereto have caused this agreement to be executed this _____ day of _____ 2025.

CITY OF BETHANY

YMCA of Greater Oklahoma City

Nikki Lloyd, Mayor

Mike Roark, Chief Operating Officer

ATTESTED:

Lesa LeMar, Deputy City Clerk
(SEAL)

Notary
My commission expires: _____

BETHANY CITY COUNCIL

From: Elizabeth Gray, City Manager
Date: January 16, 2025
Subject: Grant Pass-through Request

BACKGROUND

The Route 66 Oklahoma Latino Museum would like to apply for a grant to establish a Rt. 66 center in Bethany, Oklahoma along Route 66. This proposed area would include transportation exhibits, a Rt.66 museum, food truck park, event space and business center, as well as a neon plaza.

They are asking the **City of Bethany** to submit the grant on their behalf and serve as the pass-through for the grant as they implement the project. The **funding is for planning, construction and set up**. The district will be self-sufficient after the initial grant funds are utilized. The precise location is yet to be determined.

This request went to the Bethany Economic Development Authority for support and was approved.

A motion is needed to either approve or disapprove the request of the Route 66 Oklahoma Latino Museum request for the city to submit the grant on their behalf and serve as financial pass-through for grant funding should the application be successful.

RECOMMENDATION

1. As develops during the meeting.

ADDITIONAL COMMENTS



Route 66 Oklahoma Latino Museum (*working title/temporary entity*)

GOAL/PURPOSE

To create commerce and tax investment for the City of Bethany through a pioneer tourism destination.

The destination celebrates the contributions and trajectory of Hispanic Americans in the state of Oklahoma via an entertainment/performance space including a business center, food truck park & Route 66 neon sign park.

We propose to obtain a location along Route 66 for a destination experience in time for the Route 66 Centennial (November 11, 2025).

We are only asking the **City of Bethany** to submit on our behalf and serve as the pass-through for the grant as we implement the project. The **funding is for planning, construction and set up**. The district will be self-sufficient after the initial grant funds are utilized.

WHY

By establishing a Hispanic District in the **City of Bethany**, this museum becomes a beacon for Bethany commerce and services. The museum will:

1. Increase area business retail sales.
2. Increase local government and state tax revenues.
3. Expand OKC Metro and Statewide discovery through participation in a full schedule of events and activities.

ANTICIPATED IMPACT

Creation of a unique Route 66 museum in central Oklahoma, celebrating transportation as well as historic accomplishments of Hispanics to the Oklahoma cultural and economic landscape. Creation of a stay-to-play- travel destination to enhance economic mobility and tax revenue for this **City of Bethany** corridor of Route 66.

This **City of Bethany** corridor of Route 66 will benefit from having a museum that is representative of its demographic. Putnam City Public Schools demographics show 36% Hispanic population.

- No other Route 66 museum exists in the OKC corridor (between Clinton and Okmulgee). **City of Bethany** would be the first.
- Funding has been granted for state-wide African American projects, but no Latino projects
- Latinos take more road trips in the continental EU than other ethnicities and spend more per family member (*Hispanics rate of travel 2>1. Latinos take double the vacations that non-Hispanics take. Avg cost per person: \$300. Pay cash, city keeps more without CC fees*)
- The proposed museum would be the only all in one: Retail Sales; a **Business and Tax Base Economic Generator on Rt 66** in the **City of Bethany** area corridor.

AUDIENCE

Patrons traveling to the Gateway of the West, parents and prospective students visiting Southern Nazarene University or SW Christian College, car enthusiasts, weekend warriors, motorcyclists, etc.

Visitors interested in learning more about the Oklahoma Latino imprint through murals, visual art, music, film, and the performing arts, thereby demonstrating the social capital of Hispanics who have contributed to Oklahoma's diverse cultures. Travelers already making pilgrimages to the Father Stanley Rother Shrine and will be looking for other attractions as they visit OKC. 2025 is the Catholic year of Jubilation.

FUTURE PROGRAMMING TO INCLUDE:

The curation of a love of transportation – themed, museum exhibits, an eatery for tour groups, an electronic vehicle charging station, economic development retail, a bilingual staffing agency, workforce development center, arts innovation center and Hispanic oral history project from the Bottom Rail History Institute. Further phases of the proposed project space include pop-up shops, financial literacy services, youth mental health support services, podcast recording, book club events, cooking classes, salsa dance classes, event space, farmer's market, community garden, seasonal, outdoor festivals, Oklahoma film events and other platforms to showcase visiting artists, and host traveling exhibits.

The impact will be continual and far-reaching through increased retail/business sales and local tax base. This site could potentially serve as a Convention & Visitor's Bureau for the NW OKC Chamber of Commerce.

By providing family-based activities throughout the year, such as: Fiestas, car shows and Holiday events and by hosting Civic Groups, Education Groups, Faith Based NPO's and other groups to benefit from the **greatly-increased traffic and visitor engagement**.

HOW/WHEN (by quarter)

Year One's success will be measured by various internal and external benchmarks to include:

Quarter 1:

BEGIN: Consultants and Ocraprojects begin feasibility study portion of assessment to potential site(s).

GARNER: Local community qualitative and quantitative focus groups to garner interest, the naming of the project, and support-to as well as museum content. (Consultants and OCRA) In addition, consultation with other potential collaboration institutions along Route 66 as well as in Oklahoma such as the First Americans Museum, Oklahoma City Museum of Art, National Cowboy & Western Heritage Museum, Oklahoma History Center, all three Oklahoma Route 66 Museums, etc....

ACQUIRE: Acquisition of Route 66 signs and Hispanic Restaurant and other Commerce Signs for Ocraprojects to replicate for Neon Sign Park (for curation)

Quarter 2:

SOLICITE: Soliciting support from community champions and other foundations, corporations and commerce/programming partners.

FILE: File selected name of the entity. Selection and recruitment of board members for the entity.

Consultants become staff of the entity, grant is still administered by the EDA of the **City of Bethany** Procurement Phase of OCRA. Soft launch of Mural Competition. Soft launch of Summer

PARTNER: Drive-in Latino film series in partnership with deadCENTER/OKCineLatino Film Festival & Institute.

Quarter 3:

Downpayment on property. Construction Phase of Ocraprojects.

PROVIDE: Tenant leasing for food truck space. Tenants for pop-up shop space.

LAUNCH: Soft launches in sister Route 66 museums as well as official launch of museum and Route 66 Neon Museum Park. Volunteer and docent training and recruitment for official Launch. Booking tours as a must-see destination for 2026.

Quarter 4:

PROMOTE: Positive media mentions. Social media marketing and influencer engagement with web site and diverse multimedia platforms. Execution of publicity events to announce and garner interest – summer car show, participation in parades, festivals and other community events in **City of Bethany**, OKC and other cities along Route 66.

Continuation of construction Phase of Ocra-Projects.

Soft launch of community garden, farmer’s market, based upon community survey feedback.

Other benchmarks to evolve as project phases continue or as commission deems necessary.

ONGOING RESEARCH: Research and writing for subsequent Route 66 grants and other funding opportunities throughout each benchmark.

Additional document *(as per the application)*

PARTICIPATING PARTNERS:

City of Bethany – lead applicant (administrator) with Deanna Cardenas, Convero Consulting, Ramón Rentería-Lara – Oklahoma Tourism & Recreation and Architect; Ocra-Projects: architectural firm, leading the feasibility study, co-author of community study, synthesizing data from survey, as well as the lead on procurement and construction.

Putnam City School District (with 19,000 Students, 27 Schools and 2,500 Employees). – Support letter from the PC School System

Southern Nazarene University – Proposed support letter from SNU as partnership develops, especially around school tours and family visits as a destination for out-of-town prospective students.

Bethany Children’s Health Center – Proposed support as partnership develops, especially around family visits as a destination for out-of-town patients.

Hispanic Media Outlets- Through Radio, El Nacional Newspaper, El Latino American Newspaper, podcasts, and other local and statewide media outlets in Spanish and English, proposed support as partnership develops, especially around family visits as a destination for out- of-town guests

ACOG – Association of Central Oklahoma Governments – Proposed site for EV demonstration rides for **City of Bethany** on selected weekends

OnCue – Proposed support as partner in sharing space for EV charging location on

Route 66 and gas station for guests, bus tours, motorcycle tours

Valir Bank – Expressed vested interest in demonstrated support for financial literacy services, and other services to the community on-site, amongst other sponsorship

NW OKC Chamber of Commerce – Support of project as well as Visitor/Convention Center partnership development

ODOT – Proposed support as partner and lead source for footage, photos, and other Route 66 records for the museum

SUSTAINABILITY:

Sustainability will be an ongoing function of the Oklahoma Hispanic District on Route 66. All events and activities will be supported through sponsorships and financial support from Civic and Corporate Partners, Advertisers, Vendors and local community supporters from all events and activities of the district. The goal of the district is to create museum and vendor

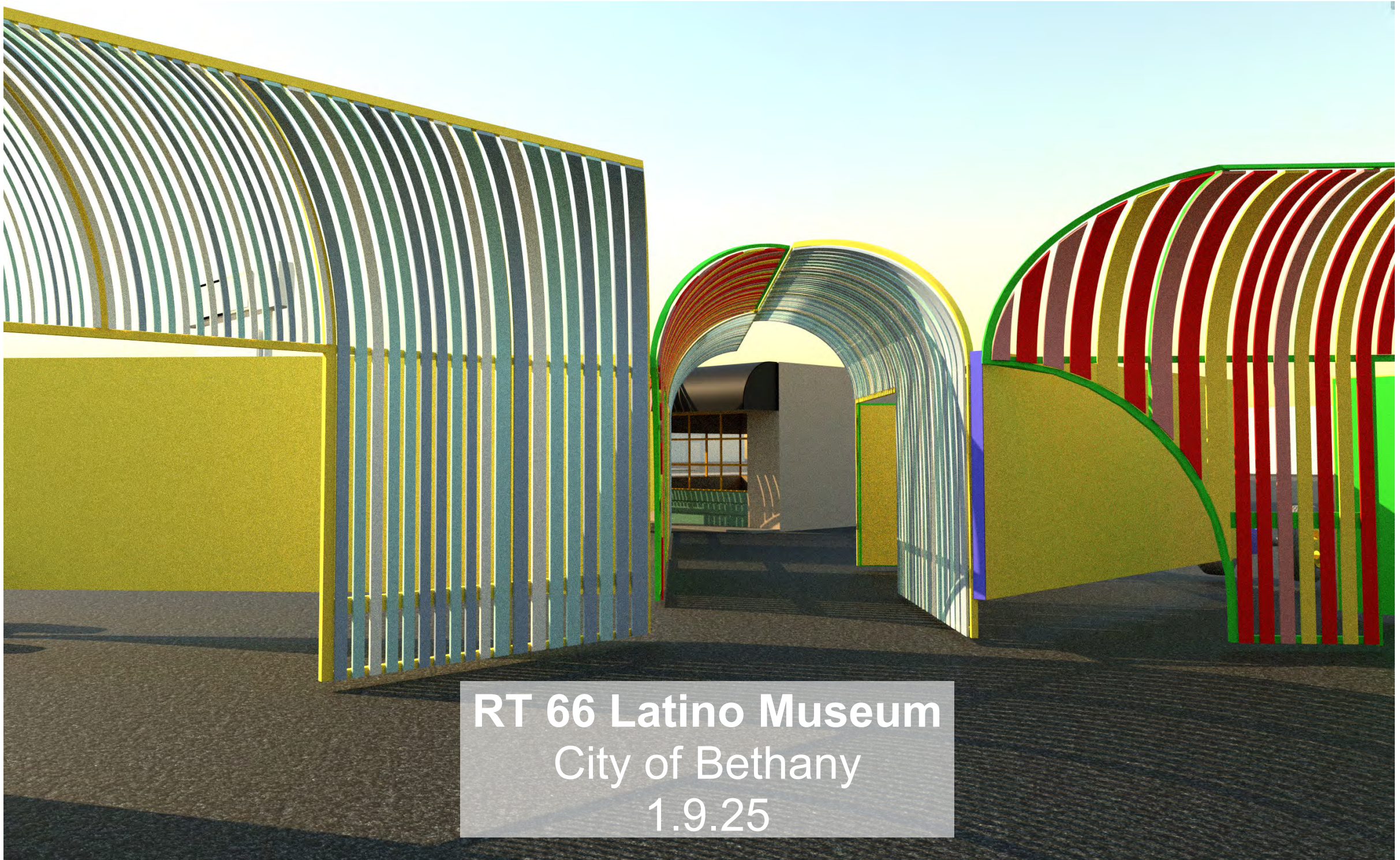
space in order to create long- term sustainability for both maintenance and staff, as well as expansion throughout phases of the project.

Part of Application:

PROJECT READINESS: – Extensive planning is underway for execution on Day 1 of proposed project. Convero Consulting, Deanna Cardenas, Ramón Rentería-Lara along with Ocro-Projects have donated pro bono time, research & development

With \$2.5 trillion in buying power, the Hispanic market isn't an opportunity, it's a *necessity*.

- the Hispanic community trends young; 58% of Hispanics in the U.S. are under age 34. More than a quarter of all multicultural people across the country are Hispanic and under the age of 18—these are individuals who are still forming their buying habits and brand affiliations.
- For Hispanics, their language and culture are embedded into their identities. Understand and respect this, and there is a golden opportunity for brands/businesses that are willing to learn how to approach and connect with this audience.
- U.S. Hispanics' annual buying power is expected to exceed \$2.5 trillion in the next two years—that growth is double the rate of non-Hispanics, according to the latest census figures.
- Hispanic leisure travelers spent \$113.9 B on domestic leisure travel in 2019. Transportation and food and beverage account for the largest share of spending.
- Hispanic travelers predominantly travel with their family (93%). Of those who travel with their family, it's predominantly immediate family (59%) followed by parents and adult siblings
- Hispanics travel more, taking an average of two more trips than non-Hispanics. When they travel, Hispanics outspend non-Hispanics by an average of \$300 and are more likely to travel in a larger group of people, which for advertisers — such as airlines, travel agencies, state tourism offices, Cities, Museums, hotels and more — also means more spending dollars per trip.
- Shattering outdated stereotypes, Hispanics are not only rich in culture, but they're also becoming increasingly affluent. U.S. Latinos had a gross domestic product of \$2.13 trillion in 2015, according to a study by the Latino Donor Collaborative. If they were their own country, they would have been the seventh-largest economy in the world that year.



RT 66 Latino Museum
City of Bethany
1.9.25



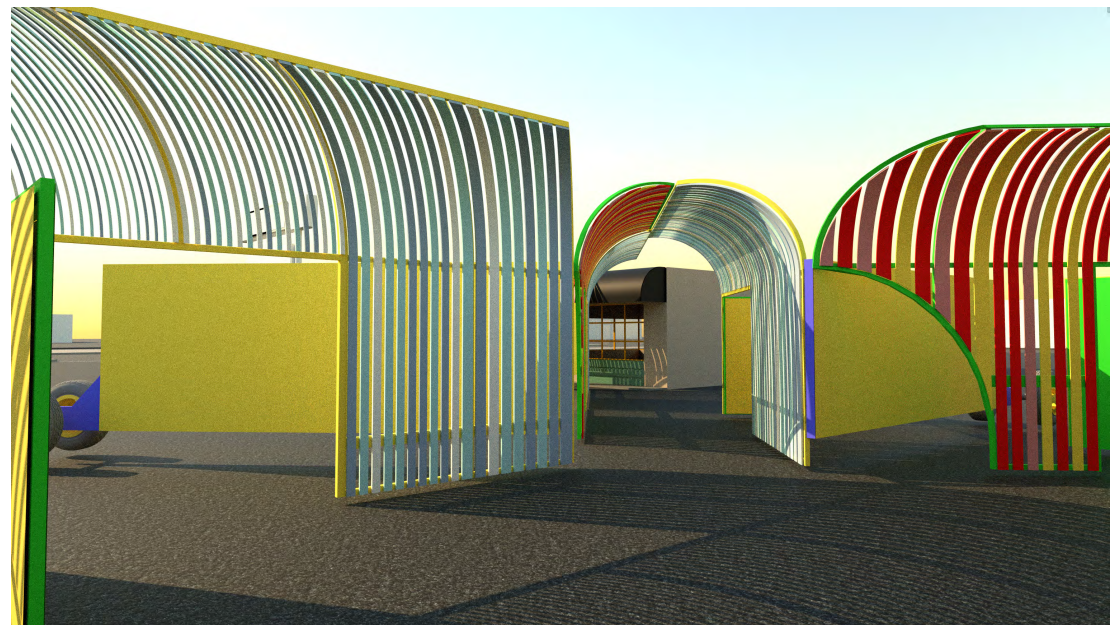
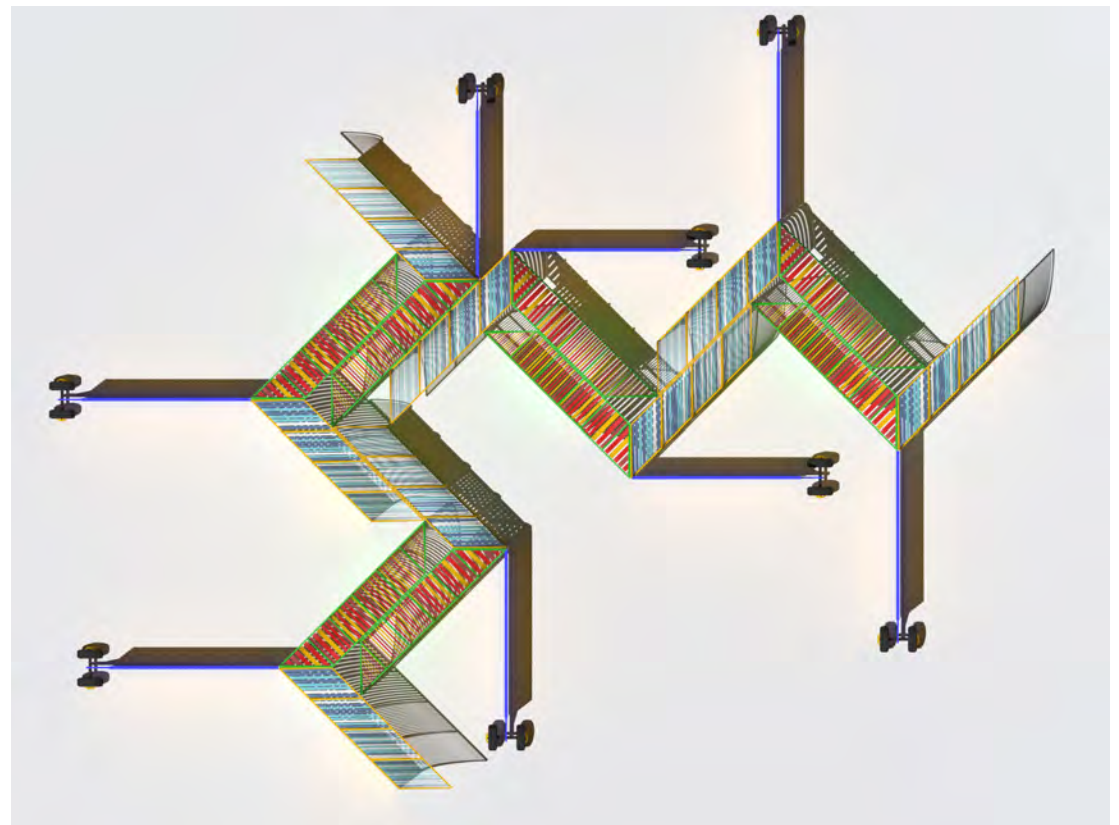
Mother Road Gardens | Clinton, OK



Hydro Bridge Monument | Hydro, OK



Midtown Plaza | Clinton, OK



Legends Auto Sales | Bethany, OK

ORDINANCE NO. 2069

AN ORDINANCE AMENDING SECTION 50.05 TO THE BETHANY CODE OF ORDINANCES AMENDING 50.05 TO PROVIDE A PROCEDURE FOR CONTESTING THE AMOUNT OF WATER CONSUMPTION USED BY THE CUSTOMER.

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

SECTION 1. Section 50.05 currently reads as follows:

(A) (1) All fees and charges in connection with the use of the city's sanitary sewer system, the city's water facility system or the city's sanitation service are billed to the owner, property manager, or occupant of the premises to which the services are available. The owner, property manager, or occupant shall be the person whose name is on file with the City Clerk as the city water customer, and in whose name the water deposit was made, and who is chargeable for the water bill for the premises. The name on file with the City Clerk is the customer as may be referenced throughout Chapter 50 of Bethany's Code of Ordinances

(2) The customer shall be billed in accordance with applicable rates set by the City Council pursuant to §§ 50.01 through 50.03. All fees and charges owing for any of these utility services shall be billed on one monthly bill submitted to the customer each month.

(B) The bill shall give notice to the customer of his or her right to discuss errors in utility charges or billings with the Utility Billing Supervisor who is hereby empowered to adjust and/or correct the errors. The utility bills submitted under the terms of this section shall be due and payable to the City Clerk upon the billing date noted on the bill. The City Clerk is hereby directed not to accept payment of the water bill unless the payment is accompanied with the payment of the sewer use fee.

SECTION 2. Section 50.05 is amended as follows:

(A) (1) All fees and charges in connection with the use of the city's sanitary sewer system, the city's water facility system or the city's sanitation service are billed to the owner or occupant of the premises to which the services are available. The owner or occupant shall be the person whose name is on file with the City Clerk as the city water customer, and in whose name the water deposit was made, and who is chargeable for the water bill for the premises.

(2) The owner or occupant shall be billed in accordance with applicable rates set by the City Council pursuant to §§ 50.01 through 50.03. All fees and charges owing for any of these utility services shall be billed on one monthly bill submitted to the customer each month.

(B) The bill shall give notice to the customer of his or her right to discuss errors in utility charges or billings with the Utility Billing Supervisor who is hereby empowered to adjust and/or correct the errors as set forth below. The utility bills submitted under the terms of this section shall be due and payable to the City Clerk upon the billing date noted on the bill, subject to provisions (1) through (4) below. The City Clerk is hereby directed not to accept payment of the

water bill unless the payment is accompanied with the payment of the sewer use fee.

- (1) In any case where there appears to be 25% or more increase in water consumption by the customer, the customer may request, no later than five business days before the bill is due, that the meter reading be verified. In such cases, the customer must pay the average of the previous three months billings by the due date.
- (2) If the meter was misread or a billing error was made, the error shall be corrected and the bill adjusted to show the correct amount owed or credit applied to the account. The remaining unpaid balance, if any, on the account shall become due on the next billing cycle after the request for verification of the meter reading.
- (3) If it is determined that the increase in the customer's water bill resulted from a hidden or underground water leak, an adjustment may be made upon receipt of an affidavit by the customer attesting to a repair and plumber or personal repair receipts. After receipt of the affidavit and receipts, 50% of the excess water usage resulting from the leak shall be forgiven. Only one leak adjustment is permitted annually. The remaining unpaid balance, if any, on any account receiving a leak adjustment shall become due on the next billing cycle after the request for verification of the meter reading.
- (4) If no leaks or billing errors are detected, at the request of the customer the meter shall be tested to ascertain any malfunction with the meter. The meter shall be replaced and a fee charged to the account pursuant to §50.10. If the meter is determined to be faulty, the fee amount shall be credited to the account. The excess water consumption shall be also be forgiven. If the meter is determined not to be faulty, the fee and water consumption shall become due on the billing cycle current with the test result.

SECTION 3:

If any part, article, section, or subsection of this ordinance shall be held invalid or unconstitutional for any reason, such holding shall not be construed to impair or invalidate the remainder of said ordinance, notwithstanding such holding.

END

The foregoing ordinance was introduced before the Bethany City Council on the ____ day of _____, 202__, and was duly adopted and approved by the Mayor and City Council on the ____ day of _____, 202__, and after compliance with notice requirements of the Open Meeting Law (25 OSA, Sections 301, et seq.)

ATTEST:

MAYOR

CITY CLERK

Approved as to form and legality on _____, 202_____.

CITY ATTORNEY

BETHANY CITY COUNCIL

From: Robert Ray Jones, Jr.
Date: January 16, 2025
Subject: Utility Committee recommendation

BACKGROUND

The Utility Committee is recommending a new ordinance 50.12 to provide a policy for regarding estimation of water usage. As currently presented, the ordinance merely sets forth that estimations may be permitted when a meter is not able to be read. The estimate must be based upon a comparable seasonal period. For example, if the bill is estimated for March of 2025, it would be appropriate to rely upon a February 2025 reading since it is a winter month. March of 2024 could be used as well. The ordinance does not prevent successive estimations. Thus, it is possible that two or more consecutive estimations could occur. This would most often occur during ice storms or some similar weather event where debris is blocking the meter. But, other circumstances could arise.

If it turns out that the estimations have resulted in an underpayment for water usage, the amount owed will be prorated over a similar period of estimations. Thus, if there were two months of consecutive estimations, the amount due for any underpayment will be divided over the next two billing cycles.

Finally, the ordinance requires the word ESTIMATE be placed upon the bill when there is an estimation. Currently, when there is a reported estimate to the utility department, an "E" is placed on the bill. Staff are communicating with InCode to ascertain whether the E can be changed to ESTIMATE. The bill's form and typeface are constrained by the program.

RECOMMENDATION

1. The policy is largely consistent with staff's current practice. Approval of the ordinance with or without changes is recommended.

ADDITIONAL COMMENTS



Section 50.12 ESTIMATION OF USAGE CHARGES.

- A. If a water meter is out of order or if the meter reader is not able to obtain a reading of the meter, water used at the premises shall be billed, pending the correction of the problem, on an estimate made by the Utility Department. The estimate shall be based on the billing of water to the premises from a comparable seasonal period.
- B. When a bill is estimated, the Utility Department shall note upon the bill, the word ESTIMATE.
- C. Once a reading is obtained, the account shall be credited for any overpayment that occurred based upon the estimate. If the account is in arrears, based upon the estimate, payments for the underpayment shall be prorated and become due over a period that is commensurate with the number of billing cycles that were estimated.

DRAFT

Agenda: 01/21/2025
Item: 11
BPWA Item: 2

BETHANY CITY COUNCIL
BETHANY PUBLIC WORKS AUTHORITY

From: Elizabeth Gray, City Manager
Date: January 21, 2025
Subject: Approval of Contract Extension with Krapff-Reynolds Construction Co. for Water and Wastewater Repair Services

BACKGROUND

This contract established unit prices for work related to water and wastewater projects. This project is to be used on an as-needed basis for circumstances beyond normal staff operations. In the past there have been instances where repairs from outside contractors were required to address emergency situations for waterlines at 23rd and Council and 55th and Mueller, as well as wastewater infrastructure near 58th and Mueller. In each instance emergency repairs were required, which meant the cost was not readily identified for the needed work. This contract will allow for unit costs to be established, so when an issue arises based on the infrastructure identified as needing repairs, the cost can be determined before the actual repair takes place eliminating the need for delays or new quotes. There are also time requirements for the contractor to arrive on site and start repairs. The original contract allowed for up to 2 yearly extensions with cost increases based on the CPI which is currently 2.65%.

The original contract was awarded on October 3, 2023 to Krapff- Reynolds Construction Co.

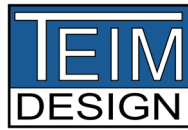
RECOMMENDATION

1. Approval of Extension of on call services contract for Water and Wastewater Repair Services to Krapff-Reynolds Construction Co.

ADDITIONAL COMMENTS

Funding for this contract comes from the water and wastewater maintenance budget.





TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

January 14, 2025

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

Re: Water and Wastewater Repair Services

Dear Ms. Gray:

We are recommending the City of Bethany extend Krapff-Reynolds Construction Company, contract for one additional year with a 2.65% increase to the original bid item unit price. Krapff-Reynolds Construction Company has performed very well and has been very responsive in emergency repair situations. The extension will be for a second year, the contract documents allow for the City to extend the contract on a yearly basis for a total contract length of three years.

The contract documents allow for the unit bid prices to be adjusted per the rate of the State of Oklahoma Consumer Price Index. We have provided the available information we were able to obtain from the Oklahoma Department of Commerce 3rd Quarter 2024 Consumer Price Index Report. Oklahoma is the most northwestern state in the Southern Region as defined by the Bureau of Labor Statistics. However, Oklahoma shares many characteristics with the Midwest Region, which had a CPI increase of 2.65%.

Should you have any questions, please contact me at 405-752-1122.

Respectfully Submitted,

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

Robbie Williams, P.E.

RW/js

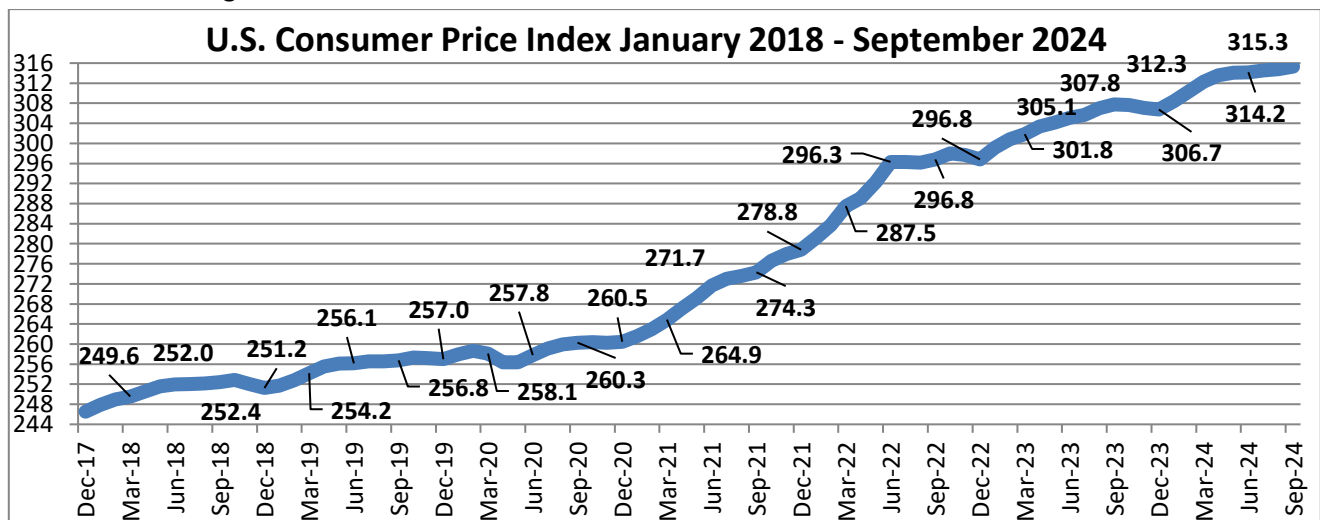
Attachment: ODOC 3rd Quarter 2024 Consumer Price Index Report
New Unit Prices

Executive Summary

The Consumer Price Index (CPI) is a measure of the average change over time in the prices paid by American consumers for goods and services. The Consumer Price Index is measured by the U.S. Bureau of Labor Statistics and reported monthly. It is often used as a measure for cost of living and economic conditions. The CPI is based on prices of food, clothing, shelter, fuels, transportation fares, charges for doctors' and dentists' services, drugs, and the other goods and services that people buy for day-to-day living. Each month, prices are collected in 87 urban areas across the country from about 4,000 housing units and approximately 26,000 retail establishments--department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments.

The 3rd quarter average Consumer Price Index (US City Average) increased to 314.9 from its 313.9 level last quarter indicating there is still strong inflation compared to this time last year. Monthly CPI has generally been trending upwards since November 2016 with periodic declines in December 2017 and 2019. The effects of the COVID-19 pandemic caused the CPI to decline through May 2020. As the economy gradually reopened, prices rose steadily with the CPI reaching 260.5 by December 2020. The effects of the economy reopening, supply chain challenges, the demand for goods, and the effects of variants led prices to increase significantly throughout 2021 with the CPI reaching 278.8 in December 2021. The Russian invasion of Ukraine has resulted in geopolitical and economic instability and led to historically high gas prices in 2022. While gas prices have stabilized and levels of inflation are easing, the current levels of inflation (2.9% in July, 2.5% in August, and 2.4% in September) are still above the level that the Federal Reserve generally considers acceptable. The Federal Reserve doesn't anticipate the US reaching its target inflation rate of 2% until 2026. The series of rate hikes that began in spring 2022 allowed the Federal Reserve to strike the delicate balance of decreasing demand and spending without curbing employment and sending the US economy toward a recession. The results are improving economic conditions, which led the Federal Reserve to cut interest rates (by 0.50) for the first time in four years, in September 2024.

The yearly levels of inflation keep trending upwards: 2023 annual average CPI rose to 304.7, compared to the 2022 annual average CPI of 292.7, and 2021 average of 271.0. The current YOY inflation rate is at 2.7% with a 313.1 YTD average CPI.



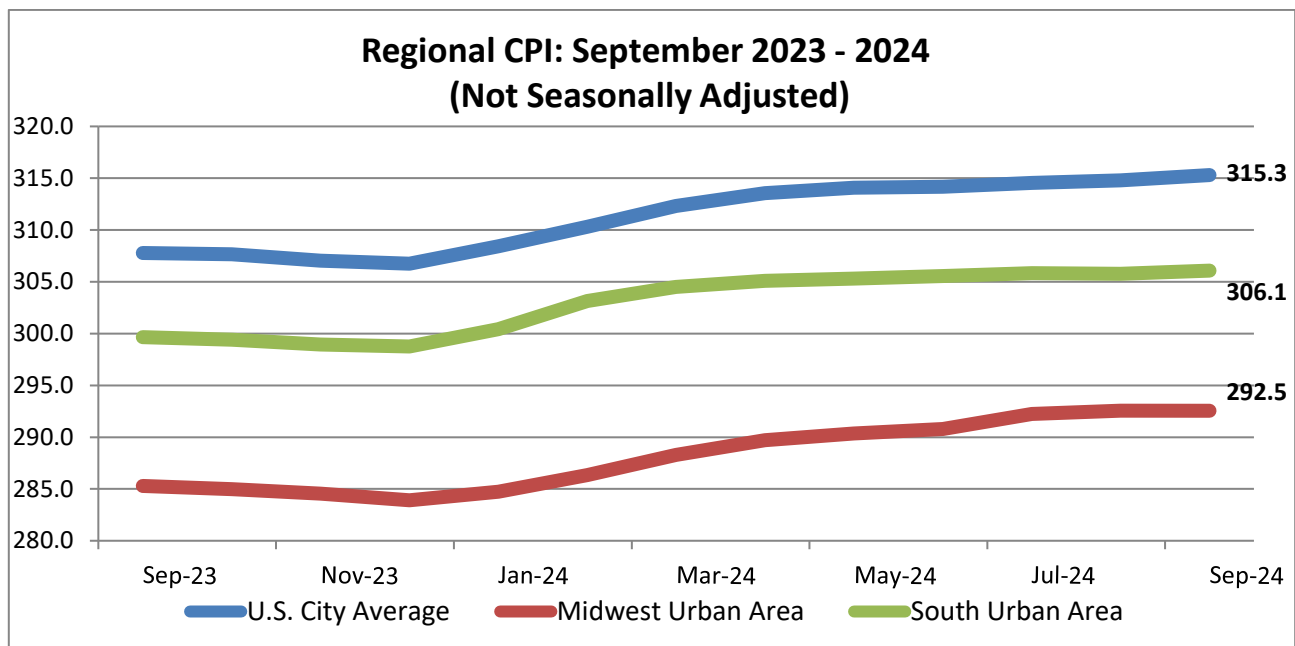
U.S. City Average **Not Seasonally Adjusted** – September 2024 – 315.3

Regional Consumer Price Index

Oklahoma is the most northwestern state in the Southern region, as defined by the Bureau of Labor Statistics. Oklahoma shares many characteristics with the Midwest region, given that it is in such close proximity. The South region is comprised of: Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia. The Midwest region is comprised of Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin.

The Midwest and the South Urban Areas' CPIs increased by 2.65% and 2.23%, respectively, over the 12-month period, while the national CPI increased 2.48%. In 2022, gains in the costs of food and rent were primarily driven by the pandemic, the Russian invasion of Ukraine and significant disruptions in the supply chains of many industries that are gradually recovering. In 2024 higher prices for housing and gasoline seem to be driving inflation. Although prices have generally been stabilizing, over the course of the first three quarters of 2024 CPI increased for the U.S. City Average, the Midwest Urban Area, and the South Urban Area. Indicating it might take longer for the US to reach the Fed's target rate than previously anticipated.

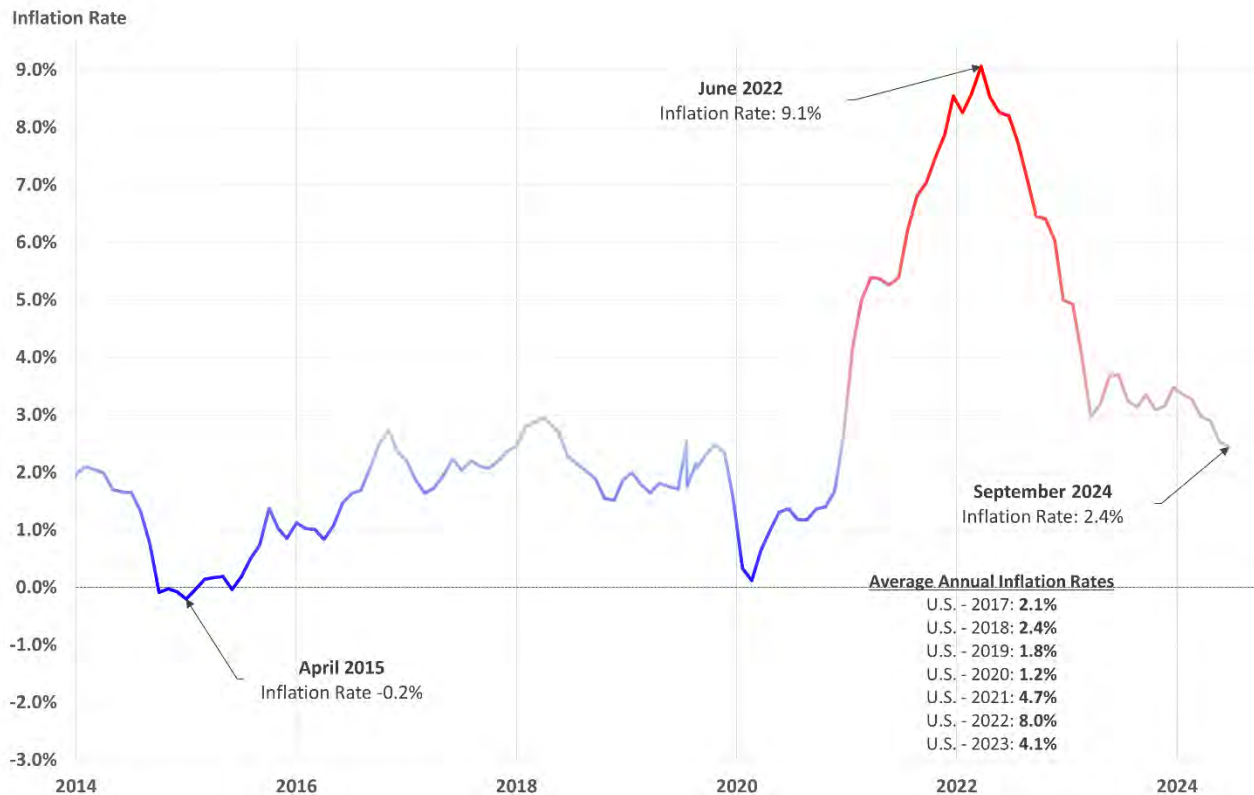
The graph below shows a 12-month moving average for the U.S., as well as the South and Midwest Regions.



12-Month Moving Average: **U.S.** – 311.6, **Midwest Urban Area** – 288.4, **South Urban Area** – 303.2

Inflation Rate (Month over Month)

The inflation rate is a measure of the rise in the general price levels of goods and services over a period of time. The chief measure of price inflation is the percentage change in the Consumer Price Index.



Observations:

From late 2015 to the present, the US has not seen any deflation year over year. However, the Federal Open Market Committee's target of two-percent inflation was only hit once in 2016. In 2017 and 2018, meeting the 2% goal proved to be more successful. Inflation was over the 2% mark for most months in 2017 and remained above 2% throughout 2018. The Federal Reserve continued to raise interest rates in December 2017 and three times in 2018, bumping up target inflation to 2.5% at the end of 2019. The Federal Reserve had to reverse the trend during the pandemic, but as stimulus funds were dispersed and the economy continued to recover, inflation rates were consistently over 2% in 2021, settling at 4.7% for the year. In 2022, high rates were a culmination of an economic recovery peppered by new virus variants, global supply chain issues, labor market issues, and rising gas prices. In 2022, rates reached historic highs (9.1% in June). The Federal Reserve has been trying to counteract inflationary pressures with interest rate increases since Spring 2022. While the job market remained strong and unemployment levels remained low, the Federal Reserve continued to increase interest rates to counteract inflation from 2022 to 2023. Throughout 2024, inflation has shown continued signs of cooling and prices stabilizing which in turn allowed the Federal Reserve to issue a rate reduction in September 2024. Although inflation rates have eased, there is still some concern that the war in Gaza and broader regional conflict may cause added inflationary pressures.

Methodology: The graph above illustrates month-over-month inflation levels using the U.S. City Average measure of the CPI. For example, the September 2024 inflation level of 2.4% was calculated by comparing the CPI of the preceding September (2023) to the September 2024 figure.

Consumer Price Index - All Urban Consumers - Not Seasonally Adjusted- All Items														
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Average YTD	Inflation Rate YOY
2015 U.S. City Average	233.7	234.7	236.1	236.6	237.8	238.6	238.7	238.3	237.9	237.8	237.3	236.5	237.0	0.1%
2015 Midwest Urban Area	221.5	222.3	223.6	223.8	224.7	225.9	225.9	225.8	225.2	225.1	224.0	222.7	224.2	-0.5%
2015 South Urban Area	226.9	227.9	229.3	230.0	230.9	232.0	231.7	231.3	230.9	230.9	230.4	229.6	230.1	-0.2%
2016 U.S. City Average	236.9	237.1	238.1	239.3	240.2	241.0	240.6	240.9	241.4	241.7	241.4	241.4	240.0	1.3%
2016 Midwest Urban Area	223.3	223.2	224.6	225.6	226.5	227.8	226.8	227.1	227.6	227.4	226.7	226.8	226.1	0.8%
2016 South Urban Area	229.5	229.6	231.0	232.0	232.9	233.8	233.3	233.5	234.1	234.3	234.0	234.2	232.7	1.1%
2017 U.S. City Average	242.8	243.6	243.8	244.5	244.7	245.0	244.8	245.5	246.8	246.7	246.7	246.5	245.1	2.1%
2017 Midwest Urban Area	228.3	228.6	228.8	229.7	229.7	229.8	229.8	230.4	231.0	230.7	231.1	230.5	229.9	1.7%
2017 South Urban Area	235.5	236.1	236.2	236.7	236.8	237.3	236.9	237.9	239.6	239.1	238.9	238.5	237.5	2.0%
2018 U.S. City Average	247.9	249.0	249.6	250.5	251.6	252.0	252.0	252.1	252.4	252.9	252.0	251.2	251.1	2.4%
2018 Midwest Urban Area	232.0	232.5	232.9	233.9	235.1	235.5	235.3	235.3	235.5	235.7	234.3	233.5	234.3	1.9%
2018 South Urban Area	239.8	241.1	241.6	242.5	243.3	243.8	243.8	243.6	243.6	244.2	243.5	242.2	242.7	2.2%
2019 U.S. City Average	251.7	252.8	254.2	255.5	256.1	256.1	256.6	256.6	256.8	257.4	257.2	257.0	255.7	1.8%
2019 Midwest Urban Area	233.8	235.4	236.8	237.5	238.2	238.3	238.8	238.8	238.8	239.2	238.9	238.7	237.8	1.5%
2019 South Urban Area	242.6	243.9	245.6	246.8	246.7	246.5	247.3	247.0	246.9	247.4	247.4	247.3	246.3	1.5%
2020 U.S. City Average	258.0	258.7	258.1	256.4	256.4	257.8	259.1	259.9	260.3	260.4	260.2	260.5	258.8	1.2%
2020 Midwest Urban Area	240.0	240.4	239.2	263.5	237.3	239.3	240.4	241.4	241.9	241.7	241.3	241.5	242.3	1.9%
2020 South Urban Area	248.0	248.4	248.1	246.3	245.7	247.2	248.6	249.6	250.2	250.5	250.3	250.7	248.6	1.0%
2021 U.S. City Average	261.6	263.0	264.9	267.1	269.2	271.7	273.0	273.6	274.3	276.6	277.9	278.8	271.0	4.7%
2021 Midwest Urban Area	242.6	244.5	246.2	248.2	250.6	253.0	254.7	255.1	255.1	257.8	258.9	259.6	252.2	4.1%
2021 South Urban Area	252.1	253.4	255.3	257.2	259.3	261.7	263.0	263.7	264.6	267.2	268.4	269.3	261.3	5.1%
2022 U.S. City Average	281.1	283.7	287.5	289.1	292.3	296.3	296.3	296.2	296.8	298.0	297.7	296.8	292.7	8.0%
2022 Midwest Urban Area	261.7	264.0	267.3	268.6	272.7	277.1	276.5	275.9	276.5	276.9	276.4	275.2	272.4	8.0%
2022 South Urban Area	271.6	274.7	278.6	279.9	283.3	287.4	287.6	287.2	287.7	288.8	289.0	288.2	283.7	8.6%
2023 U.S. City Average	299.2	300.8	301.8	303.4	304.1	305.1	305.7	307.0	307.8	307.7	307.1	306.7	304.7	4.1%
2023 Midwest Urban Area	277.3	278.7	280.3	281.9	282.7	283.7	284.6	285.1	285.3	285.0	284.5	283.9	282.8	3.8%
2023 South Urban Area	290.4	292.3	293.4	295.3	295.9	296.8	297.3	299.0	299.7	299.4	298.9	298.8	296.4	4.5%
2024 U.S. City Average	308.4	310.3	312.3	313.5	314.1	314.2	314.5	314.8	315.3				313.1	2.7%
2024 Midwest Urban Area	284.7	286.3	288.3	289.7	290.4	290.8	292.3	292.6	292.5				289.7	2.5%
2024 South Urban Area	300.4	303.1	304.5	305.1	305.3	305.6	305.8	305.8	306.1				304.6	2.8%

The table above, All Items Consumer Price Index for All Urban Consumers (CPI-U) is the Bureau of Labor Statistics' broadest and most comprehensive index. The base index year is 1982-1984 = 100. Source: U.S. Bureau of Labor Statistics, www.bls.gov/data

City of Bethany Water and Wastewater Repair Services				Krapff -Reynolds Construction Co.	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
				ORGINAL BID	WITH 2.65% INCREASE
					2ND YEAR
1	Trench Excavation and Backfill (0 - 10')	LF	100.00	\$ 290.00	\$ 297.69
2	Trench Excavation and Backfill (10' - 15')	LF	100.00	\$ 425.00	\$ 436.26
3	Unclassified Excavation	CY	50.00	\$ 35.00	\$ 35.93
4	1" Single Short Service Connection w/ 2" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00	\$ 5,025.00	\$ 5,158.16
5	1" Single Long Service (Street Bore) Connection w/ 2" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00	\$ 7,650.00	\$ 7,852.73
6	1" Single Short Service Connection w/ 4" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00	\$ 5,025.00	\$ 5,158.16
7	1" Single Long Service (Street Bore) Connection w/ 4" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00	\$ 7,650.00	\$ 7,852.73
8	6" D.I.P. Waterline (P.C. 350) w/ 8 mil poly wrap	LF	50.00	\$ 72.00	\$ 73.91
9	6" P.V.C. Waterline (AWWA C900, DR 14)	LF	50.00	\$ 55.00	\$ 56.46
10	1" Single Short Service Connection w/ 6" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00	\$ 5,050.00	\$ 5,183.83
11	1" Single Long Service (Street Bore) Connection w/ 6" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00	\$ 7,675.00	\$ 7,878.39
12	8" D.I.P. Waterline (P.C. 350) w/ 8 mil poly wrap	LF	50.00	\$ 86.00	\$ 88.28
13	8" P.V.C. Waterline (AWWA C900, DR 14)	LF	50.00	\$ 75.00	\$ 76.99
14	1" Single Short Service Connection w/ 8" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00	\$ 5,075.00	\$ 5,209.49
15	1" Single Long Service (Street Bore) Connection w/ 8" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00	\$ 7,700.00	\$ 7,904.05
16	10" P.V.C. Waterline (AWWA C905, Pressure Class 150 P.S.I.)	LF	50.00	\$ 100.00	\$ 102.65
17	1" Single Service Connection w/ 10" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00	\$ 5,125.00	\$ 5,260.81
18	1" Single Long Service (Street Bore) Connection w/ 10" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00	\$ 7,750.00	\$ 7,955.38
19	12" D.I.P. Waterline (P.C. 350) w/ 8 mil poly wrap	LF	50.00	\$ 125.00	\$ 128.31
20	12" P.V.C. Waterline (AWWA C900, DR 14)	LF	50.00	\$ 130.00	\$ 133.45
21	1" Single Short Service Connection w/ 12" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00	\$ 5,200.00	\$ 5,337.80
22	1" Single Long Service (Street Bore) Connection w/ 12" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00	\$ 7,800.00	\$ 8,006.70
23	16" P.V.C. Waterline (AWWA C905, Pressure Class 200 P.S.I.)	LF	50.00	\$ 155.00	\$ 159.11
24	Filter Fabric	SY	100.00	\$ 20.00	\$ 20.53
25	Fittings	LBS	500.00	\$ 35.00	\$ 35.93
26	Mega-Lug, Series 1106	EA	2.00	\$ 145.00	\$ 148.84
27	Mega-Lug, Series 1108	EA	2.00	\$ 190.00	\$ 195.04
28	Mega-Lug, Series 1110	EA	2.00	\$ 260.00	\$ 266.89
29	Mega-Lug, Series 1112	EA	2.00	\$ 320.00	\$ 328.48
30	Mega-Lug, Series 1116	EA	2.00	\$ 540.00	\$ 554.31
31	Mega-Lug, Series 1118	EA	2.00	\$ 725.00	\$ 744.21
32	Mega-Lug, Series 1120	EA	2.00	\$ 860.00	\$ 882.79
33	Mega-Lug, Series 1124	EA	2.00	\$ 850.00	\$ 872.53
34	Mega-Lug, Series 2006PV	EA	2.00	\$ 160.00	\$ 164.24
35	Mega-Lug, Series 2008PV	EA	2.00	\$ 225.00	\$ 230.96
36	Mega-Lug, Series 2010PV	EA	2.00	\$ 325.00	\$ 333.61
37	Mega-Lug, Series 2012PV	EA	2.00	\$ 500.00	\$ 513.25
38	Mega-Lug, Series 2016PV	EA	2.00	\$ 650.00	\$ 667.23
39	Meter Relocation	EA	5.00	\$ 1,500.00	\$ 1,539.75
40	4" Gate Valve & Box	EA.	1.00	\$ 1,550.00	\$ 1,591.08
41	6" Gate Valve & Box	EA	1.00	\$ 1,925.00	\$ 1,976.01
42	8" Gate Valve & Box	EA	1.00	\$ 2,950.00	\$ 3,028.18
43	10" Gate Valve & Box	EA	1.00	\$ 4,475.00	\$ 4,593.59
44	12" Gate Valve & Box	EA	1.00	\$ 5,675.00	\$ 5,825.39

City of Bethany Water and Wastewater Repair Services				Krapff -Reynolds Construction Co.	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
				ORIGINAL BID	WITH 2.65% INCREASE
					2ND YEAR
45	16" Gate Valve & Box	EA	1.00	\$ 15,200.00	\$ 15,602.80
46	Waterline Disinfection and Testing	LF	500.00	\$ 7.00	\$ 7.19
47	Fire Hydrant (Complete) (Includes Removal of Existing Hydrant)	EA	2.00	\$ 11,175.00	\$ 11,471.14
48	6" Tapping Valve and Sleeve and Tap	EA	1.00	\$ 5,600.00	\$ 5,748.40
49	8" Tapping Valve and Sleeve and Tap	EA	1.00	\$ 7,650.00	\$ 7,852.73
50	12" Tapping Valve and Sleeve and Tap	EA	1.00	\$ 13,425.00	\$ 13,780.76
51	16" Tapping Valve and Sleeve and Tap	EA	1.00	\$ 29,725.00	\$ 30,512.71
52	Waterline Insertion Stopple (4")	EA	1.00	\$ 8,150.00	\$ 8,365.98
53	Waterline Insertion Stopple (6")	EA	1.00	\$ 11,800.00	\$ 12,112.70
54	Waterline Insertion Stopple (8")	EA	1.00	\$ 16,300.00	\$ 16,731.95
55	Waterline Insertion Stopple (10")	EA	1.00	\$ 20,280.00	\$ 20,817.42
56	Waterline Insertion Stopple (12")	EA	1.00	\$ 25,850.00	\$ 26,535.03
57	Insta Valve (Stainless Steel) (6")	EA	1.00	\$ 15,100.00	\$ 15,500.15
58	Insta Valve (Stainless Steel) (8")	EA	1.00	\$ 19,775.00	\$ 20,299.04
59	Insta Valve (Stainless Steel) (10")	EA	1.00	\$ 25,325.00	\$ 25,996.11
60	Insta Valve (Stainless Steel) (12")	EA	1.00	\$ 30,350.00	\$ 31,154.28
61	2" Blow-Off Valve	EA	1.00	\$ 5,275.00	\$ 5,414.79
62	2" Air Vacuum / Air Release Valve	EA	1.00	\$ 11,780.00	\$ 12,092.17
63	4' Dia. Manhole	EA	1.00	\$ 7,000.00	\$ 7,185.50
64	Extra Depth Manhole (4')	VF	10.00	\$ 300.00	\$ 307.95
65	5' Dia. Manhole	EA	1.00	\$ 8,000.00	\$ 8,212.00
66	Extra Depth Manhole (5')	VF	10.00	\$ 400.00	\$ 410.60
67	6' Dia. Manhole	EA	1.00	\$ 9,000.00	\$ 9,238.50
68	Extra Depth Manhole (6')	VF	10.00	\$ 500.00	\$ 513.25
69	Manhole Ring and Lid	EA	5.00	\$ 1,250.00	\$ 1,283.13
70	6" Sanitary Sewer Line	LF	50.00	\$ 55.00	\$ 56.46
71	6" P.V.C. Sanitary Sewer Line (Dr-18, Pressure Class 150 P.S.I..)	LF	50.00	\$ 60.00	\$ 61.59
72	8" Sanitary Sewer Line	LF	50.00	\$ 65.00	\$ 66.72
73	8" P.V.C. Sanitary Sewer Line (Dr-18, Pressure Class 150 P.S.I..)	LF	50.00	\$ 70.00	\$ 71.86
74	10" Sanitary Sewer Line	LF	50.00	\$ 75.00	\$ 76.99
75	12" Sanitary Sewer Line	LF	50.00	\$ 80.00	\$ 82.12
76	18" Sanitary Sewer Line	LF	50.00	\$ 100.00	\$ 102.65
77	6" X 4" Wye	EA	5.00	\$ 150.00	\$ 153.98
78	8" X 4" Wye	EA	5.00	\$ 155.00	\$ 159.11
79	10" X 4" Wye	EA	5.00	\$ 160.00	\$ 164.24
80	12" X 4" Wye	EA	5.00	\$ 165.00	\$ 169.37
81	4" Riser Pipe	LF	120.00	\$ 25.00	\$ 25.66
82	Sanitary Sewer Line Testing	LF	400.00	\$ 7.00	\$ 7.19
83	Television Inspection (Sanitary Sewer)	LF	100.00	\$ 12.00	\$ 12.32
84	Rehab. Existing Manhole	EA	1.00	\$ 3,500.00	\$ 3,592.75
85	12" Steel Casing by Boring	LF	40.00	\$ 500.00	\$ 513.25
86	16" Steel Casing by Boring	LF	40.00	\$ 675.00	\$ 692.89
87	18" Steel Casing by Boring	LF	40.00	\$ 750.00	\$ 769.88
88	20" Steel Casing by Boring	LF	40.00	\$ 850.00	\$ 872.53

City of Bethany Water and Wastewater Repair Services				Krapff -Reynolds Construction Co.	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
				ORIGINAL BID	WITH 2.65% INCREASE
					2ND YEAR
89	30" Steel Casing by Boring	LF	40.00	\$ 1,250.00	\$ 1,283.13
90	2" PVC SCH 80 Pipe	LF	50.00	\$ 10.00	\$ 10.27
91	3" PVC SCH 80 Pipe	LF	50.00	\$ 15.00	\$ 15.40
92	4" PVC SCH 80 Pipe	LF	50.00	\$ 20.00	\$ 20.53
93	Pipe Bursting (6") OKC Spec. Sec. 615)	LF	100.00	\$ 185.00	\$ 189.90
94	Pipe Bursting (8") OKC Spec. Sec. 615)	LF	100.00	\$ 195.00	\$ 200.17
95	Pipe Bursting (10") OKC Spec. Sec. 615)	LF	100.00	\$ 205.00	\$ 210.43
96	Pipe Bursting (12") OKC Spec. Sec. 615)	LF	100.00	\$ 250.00	\$ 256.63
97	Re-Connect Sanitary Sewer Service for Pipe Bursting	EA	5.00	\$ 750.00	\$ 769.88
98	Sanitary Sewer By-Pass Pumping (0 to 750 GPM) (Per Day)	EA	2.00	\$ 4,000.00	\$ 4,106.00
99	Sanitary Sewer By-Pass Pumping (751 to 12,500 GPM) (Per Day)	EA	3.00	\$ 6,000.00	\$ 6,159.00
100	Remove and Replace Chainlink Fence (4' Height)	LF	100.00	\$ 25.00	\$ 25.66
101	Remove and Replace Stockade Fence (6' Height)	LF	100.00	\$ 30.00	\$ 30.80
102	Solid Slab Sod (Area from 0-200SY)	SY	200.00	\$ 7.00	\$ 7.19
103	Solid Slab Sod (Area from 200SY-2000SY)	SY	1,000.00	\$ 5.50	\$ 5.65
104	Saw Cutting	LF	250.00	\$ 15.00	\$ 15.40
105	ODOT Type A Aggregate Base	TON	50.00	\$ 70.00	\$ 71.86
106	1" Crusher Run Rock	Ton	50.00	\$ 70.00	\$ 71.86
107	Crushed Rock Pipe Foundation, ASTM C-33 Gradation 67 (3/4" TO NO. 4)	TON	50.00	\$ 70.00	\$ 71.86
108	Filter Fabric Silt Fence	LF	100.00	\$ 4.00	\$ 4.11
109	4" Paving Markings (Paint)	LF	250.00	\$ 4.00	\$ 4.11
110	24" Wide Traffic Stripe (Paint)	LF	100.00	\$ 32.00	\$ 32.85
111	Thermoplastic Traffic Arrows (ODOT)	EA	5.00	\$ 500.00	\$ 513.25
112	Thermoplastic Traffic Words (ODOT)	EA	5.00	\$ 500.00	\$ 513.25
113	Asphalt Pavement Removal	SY	50.00	\$ 15.00	\$ 15.40
114	Concrete Pavement Removal	SY	50.00	\$ 15.00	\$ 15.40
115	6" High Early Strength P.C. Concrete Paving	SY	50.00	\$ 300.00	\$ 307.95
116	1" Additional High Early Strength P.C. Concrete Paving	SY	50.00	\$ 50.00	\$ 51.33
117	Asphalt Concrete Type A (PG 64-22OK)	TON	50.00	\$ 300.00	\$ 307.95
118	Asphalt Concrete Type B (PG 64-22OK)	TON	50.00	\$ 300.00	\$ 307.95
119	Survey by Oklahoma Licensed Register Land Surveyor (4 hour minimum)	HR	50.00	\$ 350.00	\$ 359.28
120	Traffic Contol	LSUM	1.00	\$ 25,000.00	\$ 25,662.50
121	Trench Excavation and Backfill (0' - 5')	LF	100.00	\$ 156.00	\$ 160.13
122	Stainless Steel Pipe Repair Clamp (4") (Ford FS Style or Approved Equal)	EA	1.00	\$ 2,775.00	\$ 2,848.54
123	Stainless Steel Pipe Repair Clamp (6") (Ford FS Style or Approved Equal)	EA	1.00	\$ 3,325.00	\$ 3,413.11
124	Stainless Steel Pipe Repair Clamp (8") (Ford FS Style or Approved Equal)	EA	1.00	\$ 4,275.00	\$ 4,388.29
125	Stainless Steel Pipe Repair Clamp (10") (Ford FS Style or Approved Equal)	EA	1.00	\$ 4,725.00	\$ 4,850.21
126	Stainless Steel Pipe Repair Clamp (12") (Ford FS Style or Approved Equal)	EA	1.00	\$ 6,500.00	\$ 6,672.25
127	Bonds	LSUM	1.00	\$ 32,000.00	N/A

Agenda: 01/21/2025
Item: 12
BPWA Item: 3

BETHANY CITY COUNCIL
BETHANY PUBLIC WORKS AUTHORITY

From: Elizabeth Gray, City Manager
Date: January 21, 2025
Subject: Approval of Contract Extension with Brewer Construction Oklahoma, LLC for Concrete Paving, Asphalt Paving and Drainage Repair Services

BACKGROUND

This contract established unit prices for work related to concrete paving, asphalt paving and drainage projects. This project is to be used on an as-needed basis for circumstances beyond normal staff operations. In the past there have been instances where repairs from outside contractors were required to address emergency situations for waterlines at 23rd and Council and 58th and Mueller that required pavement and storm sewer removal and replacement. In each instance emergency repairs were required, which meant the cost was not readily identified for the needed work. This contract will allow unit costs to be established, so when an issue arises based on the infrastructure identified as needing repairs, the cost can be determined before the actual repair takes place, eliminating the need for delays or new quotes. There are also time requirements for the contractor to arrive on site and start the repairs. The original contract allowed for up to 2 yearly extensions with cost increases based on the CPI which is currently 2.65%.

The original contract was awarded on October 3, 2023 to Brewer Construction Oklahoma LLC.

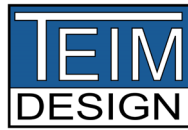
RECOMMENDATION

1. Approval of Extension of on call services contract for Concrete Paving, Asphalt Paving and Drainage Repair Services to Brewer Construction Oklahoma, LLC.

ADDITIONAL COMMENTS

Funding for this contract comes from the utility line maintenance budget.





TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

January 14, 2025

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

Re: Concrete Paving, Asphalt Paving and Drainage Repair Services

Dear Ms. Gray:

We are recommending the City of Bethany extend Brewer Construction Oklahoma, LLC, contract for one additional year with a 2.65% increase to the original bid item unit price. Brewer Construction Oklahoma, LLC has performed very well and has been very responsive in emergency repair situations. The extension will be for a second year, the contract documents allow for the City to extend the contract on a yearly basis for a total contract length of three years.

The contract documents allow for the unit bid prices to be adjusted per the rate of the State of Oklahoma Consumer Price Index. We have provided the available information we were able to obtain from the Oklahoma Department of Commerce 3rd Quarter 2024 Consumer Price Index Report. Oklahoma is the most northwestern state in the Southern Region as defined by the Bureau of Labor Statistics. However, Oklahoma shares many characteristics with the Midwest Region, which had a CPI increase of 2.65%.

Should you have any questions, please contact me at 405-752-1122.

Respectfully Submitted,

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

Robbie Williams, P.E.

RW/js

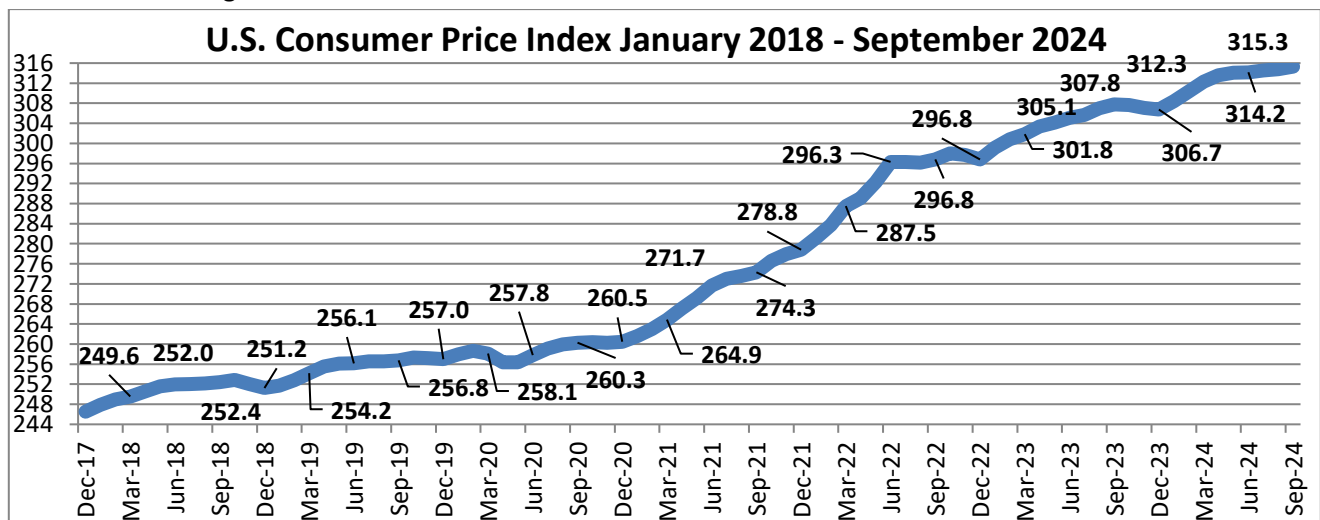
Attachment: ODOC 3rd Quarter 2024 Consumer Price Index Report
New Unit Prices

Executive Summary

The Consumer Price Index (CPI) is a measure of the average change over time in the prices paid by American consumers for goods and services. The Consumer Price Index is measured by the U.S. Bureau of Labor Statistics and reported monthly. It is often used as a measure for cost of living and economic conditions. The CPI is based on prices of food, clothing, shelter, fuels, transportation fares, charges for doctors' and dentists' services, drugs, and the other goods and services that people buy for day-to-day living. Each month, prices are collected in 87 urban areas across the country from about 4,000 housing units and approximately 26,000 retail establishments--department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments.

The 3rd quarter average Consumer Price Index (US City Average) increased to 314.9 from its 313.9 level last quarter indicating there is still strong inflation compared to this time last year. Monthly CPI has generally been trending upwards since November 2016 with periodic declines in December 2017 and 2019. The effects of the COVID-19 pandemic caused the CPI to decline through May 2020. As the economy gradually reopened, prices rose steadily with the CPI reaching 260.5 by December 2020. The effects of the economy reopening, supply chain challenges, the demand for goods, and the effects of variants led prices to increase significantly throughout 2021 with the CPI reaching 278.8 in December 2021. The Russian invasion of Ukraine has resulted in geopolitical and economic instability and led to historically high gas prices in 2022. While gas prices have stabilized and levels of inflation are easing, the current levels of inflation (2.9% in July, 2.5% in August, and 2.4% in September) are still above the level that the Federal Reserve generally considers acceptable. The Federal Reserve doesn't anticipate the US reaching its target inflation rate of 2% until 2026. The series of rate hikes that began in spring 2022 allowed the Federal Reserve to strike the delicate balance of decreasing demand and spending without curbing employment and sending the US economy toward a recession. The results are improving economic conditions, which led the Federal Reserve to cut interest rates (by 0.50) for the first time in four years, in September 2024.

The yearly levels of inflation keep trending upwards: 2023 annual average CPI rose to 304.7, compared to the 2022 annual average CPI of 292.7, and 2021 average of 271.0. The current YOY inflation rate is at 2.7% with a 313.1 YTD average CPI.



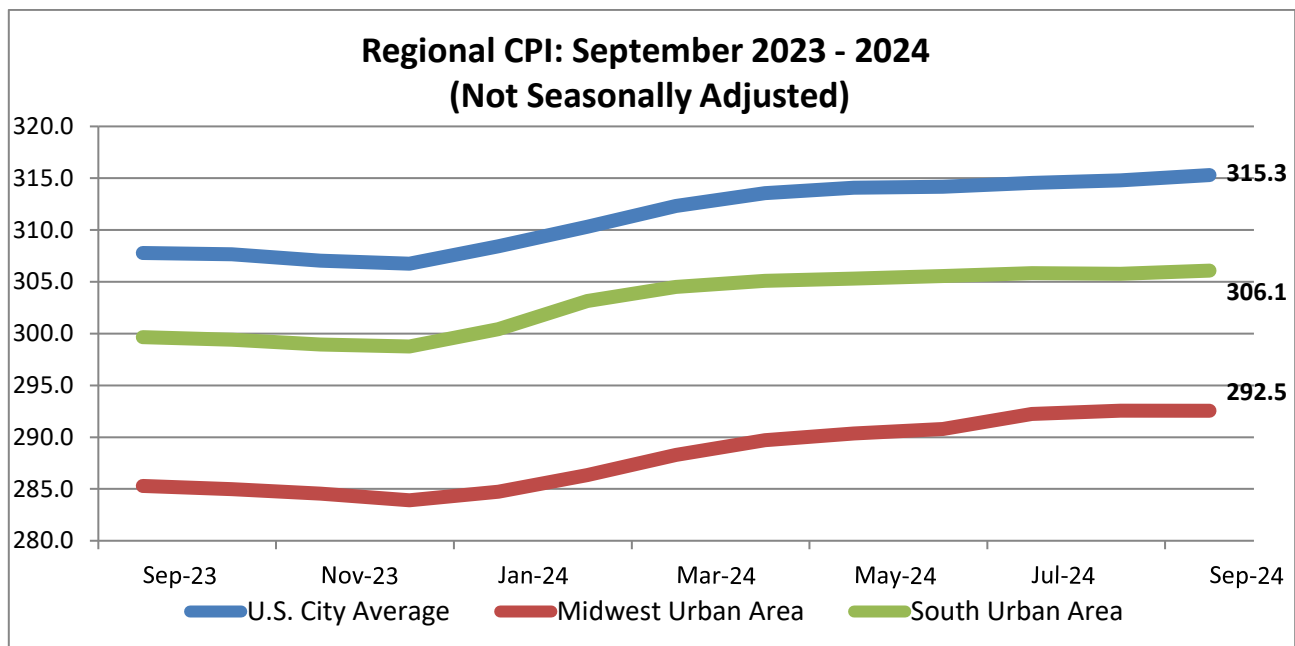
U.S. City Average **Not Seasonally Adjusted** – September 2024 – 315.3

Regional Consumer Price Index

Oklahoma is the most northwestern state in the Southern region, as defined by the Bureau of Labor Statistics. Oklahoma shares many characteristics with the Midwest region, given that it is in such close proximity. The South region is comprised of: Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia. The Midwest region is comprised of Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin.

The Midwest and the South Urban Areas' CPIs increased by 2.65% and 2.23%, respectively, over the 12-month period, while the national CPI increased 2.48%. In 2022, gains in the costs of food and rent were primarily driven by the pandemic, the Russian invasion of Ukraine and significant disruptions in the supply chains of many industries that are gradually recovering. In 2024 higher prices for housing and gasoline seem to be driving inflation. Although prices have generally been stabilizing, over the course of the first three quarters of 2024 CPI increased for the U.S. City Average, the Midwest Urban Area, and the South Urban Area. Indicating it might take longer for the US to reach the Fed's target rate than previously anticipated.

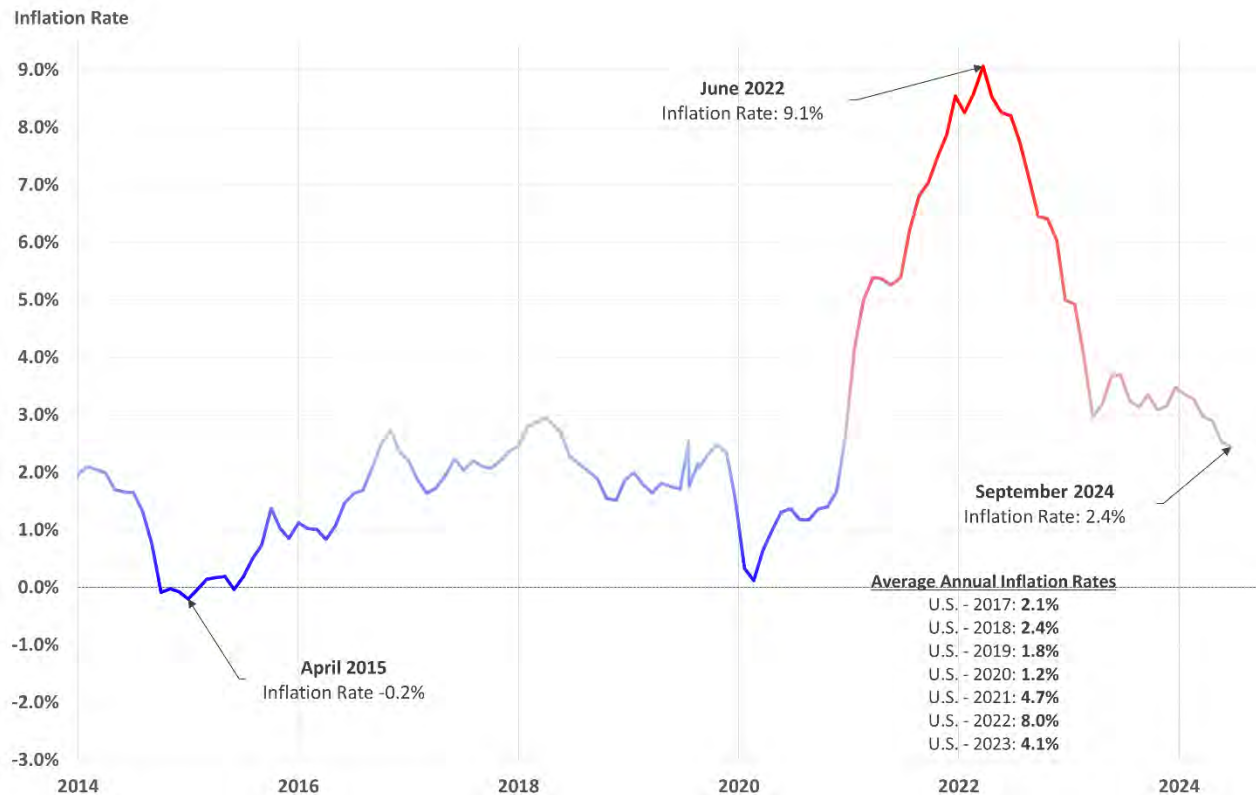
The graph below shows a 12-month moving average for the U.S., as well as the South and Midwest Regions.



12-Month Moving Average: **U.S.** – 311.6, **Midwest Urban Area** – 288.4, **South Urban Area** – 303.2

Inflation Rate (Month over Month)

The inflation rate is a measure of the rise in the general price levels of goods and services over a period of time. The chief measure of price inflation is the percentage change in the Consumer Price Index.



Observations:

From late 2015 to the present, the US has not seen any deflation year over year. However, the Federal Open Market Committee's target of two-percent inflation was only hit once in 2016. In 2017 and 2018, meeting the 2% goal proved to be more successful. Inflation was over the 2% mark for most months in 2017 and remained above 2% throughout 2018. The Federal Reserve continued to raise interest rates in December 2017 and three times in 2018, bumping up target inflation to 2.5% at the end of 2019. The Federal Reserve had to reverse the trend during the pandemic, but as stimulus funds were dispersed and the economy continued to recover, inflation rates were consistently over 2% in 2021, settling at 4.7% for the year. In 2022, high rates were a culmination of an economic recovery peppered by new virus variants, global supply chain issues, labor market issues, and rising gas prices. In 2022, rates reached historic highs (9.1% in June). The Federal Reserve has been trying to counteract inflationary pressures with interest rate increases since Spring 2022. While the job market remained strong and unemployment levels remained low, the Federal Reserve continued to increase interest rates to counteract inflation from 2022 to 2023. Throughout 2024, inflation has shown continued signs of cooling and prices stabilizing which in turn allowed the Federal Reserve to issue a rate reduction in September 2024. Although inflation rates have eased, there is still some concern that the war in Gaza and broader regional conflict may cause added inflationary pressures.

Methodology: The graph above illustrates month-over-month inflation levels using the U.S. City Average measure of the CPI. For example, the September 2024 inflation level of 2.4% was calculated by comparing the CPI of the preceding September (2023) to the September 2024 figure.

Consumer Price Index - All Urban Consumers - Not Seasonally Adjusted- All Items														
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Average YTD	Inflation Rate YOY
2015 U.S. City Average	233.7	234.7	236.1	236.6	237.8	238.6	238.7	238.3	237.9	237.8	237.3	236.5	237.0	0.1%
2015 Midwest Urban Area	221.5	222.3	223.6	223.8	224.7	225.9	225.9	225.8	225.2	225.1	224.0	222.7	224.2	-0.5%
2015 South Urban Area	226.9	227.9	229.3	230.0	230.9	232.0	231.7	231.3	230.9	230.9	230.4	229.6	230.1	-0.2%
2016 U.S. City Average	236.9	237.1	238.1	239.3	240.2	241.0	240.6	240.9	241.4	241.7	241.4	241.4	240.0	1.3%
2016 Midwest Urban Area	223.3	223.2	224.6	225.6	226.5	227.8	226.8	227.1	227.6	227.4	226.7	226.8	226.1	0.8%
2016 South Urban Area	229.5	229.6	231.0	232.0	232.9	233.8	233.3	233.5	234.1	234.3	234.0	234.2	232.7	1.1%
2017 U.S. City Average	242.8	243.6	243.8	244.5	244.7	245.0	244.8	245.5	246.8	246.7	246.7	246.5	245.1	2.1%
2017 Midwest Urban Area	228.3	228.6	228.8	229.7	229.7	229.8	229.8	230.4	231.0	230.7	231.1	230.5	229.9	1.7%
2017 South Urban Area	235.5	236.1	236.2	236.7	236.8	237.3	236.9	237.9	239.6	239.1	238.9	238.5	237.5	2.0%
2018 U.S. City Average	247.9	249.0	249.6	250.5	251.6	252.0	252.0	252.1	252.4	252.9	252.0	251.2	251.1	2.4%
2018 Midwest Urban Area	232.0	232.5	232.9	233.9	235.1	235.5	235.3	235.3	235.5	235.7	234.3	233.5	234.3	1.9%
2018 South Urban Area	239.8	241.1	241.6	242.5	243.3	243.8	243.8	243.6	243.6	244.2	243.5	242.2	242.7	2.2%
2019 U.S. City Average	251.7	252.8	254.2	255.5	256.1	256.1	256.6	256.6	256.8	257.4	257.2	257.0	255.7	1.8%
2019 Midwest Urban Area	233.8	235.4	236.8	237.5	238.2	238.3	238.8	238.8	238.8	239.2	238.9	238.7	237.8	1.5%
2019 South Urban Area	242.6	243.9	245.6	246.8	246.7	246.5	247.3	247.0	246.9	247.4	247.4	247.3	246.3	1.5%
2020 U.S. City Average	258.0	258.7	258.1	256.4	256.4	257.8	259.1	259.9	260.3	260.4	260.2	260.5	258.8	1.2%
2020 Midwest Urban Area	240.0	240.4	239.2	263.5	237.3	239.3	240.4	241.4	241.9	241.7	241.3	241.5	242.3	1.9%
2020 South Urban Area	248.0	248.4	248.1	246.3	245.7	247.2	248.6	249.6	250.2	250.5	250.3	250.7	248.6	1.0%
2021 U.S. City Average	261.6	263.0	264.9	267.1	269.2	271.7	273.0	273.6	274.3	276.6	277.9	278.8	271.0	4.7%
2021 Midwest Urban Area	242.6	244.5	246.2	248.2	250.6	253.0	254.7	255.1	255.1	257.8	258.9	259.6	252.2	4.1%
2021 South Urban Area	252.1	253.4	255.3	257.2	259.3	261.7	263.0	263.7	264.6	267.2	268.4	269.3	261.3	5.1%
2022 U.S. City Average	281.1	283.7	287.5	289.1	292.3	296.3	296.3	296.2	296.8	298.0	297.7	296.8	292.7	8.0%
2022 Midwest Urban Area	261.7	264.0	267.3	268.6	272.7	277.1	276.5	275.9	276.5	276.9	276.4	275.2	272.4	8.0%
2022 South Urban Area	271.6	274.7	278.6	279.9	283.3	287.4	287.6	287.2	287.7	288.8	289.0	288.2	283.7	8.6%
2023 U.S. City Average	299.2	300.8	301.8	303.4	304.1	305.1	305.7	307.0	307.8	307.7	307.1	306.7	304.7	4.1%
2023 Midwest Urban Area	277.3	278.7	280.3	281.9	282.7	283.7	284.6	285.1	285.3	285.0	284.5	283.9	282.8	3.8%
2023 South Urban Area	290.4	292.3	293.4	295.3	295.9	296.8	297.3	299.0	299.7	299.4	298.9	298.8	296.4	4.5%
2024 U.S. City Average	308.4	310.3	312.3	313.5	314.1	314.2	314.5	314.8	315.3				313.1	2.7%
2024 Midwest Urban Area	284.7	286.3	288.3	289.7	290.4	290.8	292.3	292.6	292.5				289.7	2.5%
2024 South Urban Area	300.4	303.1	304.5	305.1	305.3	305.6	305.8	305.8	306.1				304.6	2.8%

The table above, All Items Consumer Price Index for All Urban Consumers (CPI-U) is the Bureau of Labor Statistics' broadest and most comprehensive index. The base index year is 1982-1984 = 100. Source: U.S. Bureau of Labor Statistics, www.bls.gov/data

CITY OF BETHANY PAVING AND DRAINAGE REPAIR BID ITEMS				Brewer Construction OK, LLC	
	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	UNIT PRICE
				ORIGINAL BID	WITH 2.65% INCREASE
1	Asphalt Pavement Removal	SY	50.00	\$52.00	\$53.38
2	Concrete Pavement Removal	SY	50.00	\$52.00	\$53.38
3	Curb Removal	LF	50.00	\$33.00	\$33.87
4	Furnish Lime	Ton	50.00	\$176.00	\$180.66
5	Furnish Fly Ash	Ton	50.00	\$104.00	\$106.76
6	Furnish Cement Kiln Dust	Ton	50.00	\$98.00	\$100.60
7	6" LimeTreated Subgrade, ODOT Section 307	SY	250.00	\$33.00	\$33.87
8	6" Flyash Subgrade Modification, ODOT Section 317	SY	250.00	\$26.00	\$26.69
9	6" CKD Subgrade Modification, ODOT Special Provision	SY	250.00	\$26.00	\$26.69
10	6" P.C. Concrete Paving	SY	250.00	\$150.00	\$153.98
11	1" Additional P.C. Concrete Paving	SY	250.00	\$18.00	\$18.48
12	6" High Early Strength P.C. Concrete Paving	SY	50.00	\$195.00	\$200.17
13	1" Additional High Early Strength P.C. Concrete Paving	SY	50.00	\$18.00	\$18.48
14	Asphalt Concrete Type A (PG 64-22OK)	TON	50.00	\$228.00	\$234.04
15	Asphalt Concrete Type B (PG 64-22OK)	TON	50.00	\$267.00	\$274.08
16	6" Integral Concrete Curb	LF	50.00	\$33.00	\$33.87
17	8" Integral Concrete Curb	LF	50.00	\$33.00	\$33.87
18	6" Fast Track Patching (2,800PSI in 12 Hours)	SY	50.00	\$325.00	\$333.61
19	Unclassified Excavation	CY	100.00	\$52.00	\$53.38
20	8" Curb and 18" Gutter Repair (Remove and Replace)	LF	25.00	\$130.00	\$133.45
21	6" Curb and 18" Gutter Repair (Remove and Replace)	LF	25.00	\$130.00	\$133.45
22	Washed River Sand	Ton	50.00	\$42.00	\$43.11
23	Traffic Stripe (Paint) (4-Inch Wide)	LF	500.00	\$3.00	\$3.08
24	Handicap Ramp	SY	25.00	\$325.00	\$333.61
25	Driveway Replacement	SY	25.00	\$228.00	\$234.04
26	4" Sidewalk	SY	25.00	\$195.00	\$200.17
27	Inlet Adjustment	EA	1.00	\$1,950.00	\$2,001.68
28	Manhole Adjustment	EA	1.00	\$1,300.00	\$1,334.45
29	Storm Sewer Hood Replacement	EA	1.00	\$715.00	\$733.95
30	Select Borrow	CY	50.00	\$78.00	\$80.07
31	Valve Box Adjustment	EA	1.00	\$364.00	\$373.65
32	3500 P.S.I. Structural Concrete	CY	25.00	\$774.00	\$794.51
33	Reinforcing Steel (GR 60)	LBS	2,500.00	\$2.93	\$3.01
34	Flowable Fill	CY	25.00	\$312.00	\$320.27
35	15" CGMP	LF	25.00	\$54.00	\$55.43
36	15" CGMP End Section	EA	1.00	\$501.00	\$514.28
37	18" CGMP	LF	25.00	\$58.00	\$59.54
38	18" CGMP End Section	EA	1.00	\$553.00	\$567.65
39	24" CGMP	LF	25.00	\$75.00	\$76.99
40	24" CGMP End Sections	EA	1.00	\$731.00	\$750.37
41	36" CGMP	LF	25.00	\$99.00	\$101.62
42	36" CGMP End Sections	EA	1.00	\$1,489.00	\$1,528.46
43	42" CGMP	LF	25.00	\$115.00	\$118.05
44	42" CGMP End Sections	EA	1.00	\$2,479.00	\$2,544.69
45	48" CGMP	LF	25.00	\$144.00	\$147.82
46	48" CGMP End Sections	EA	1.00	\$3,103.00	\$3,185.23
47	54" CGMP	LF	25.00	\$181.00	\$185.80
48	54" CGMP End Sections	EA	1.00	\$3,822.00	\$3,923.28
49	60" CGMP	LF	25.00	\$194.00	\$199.14
50	60" CGMP End Sections	EA	1.00	\$5,610.00	\$5,758.67

CITY OF BETHANY PAVING AND DRAINAGE REPAIR BID ITEMS				Brewer Construction OK, LLC	
	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	UNIT PRICE
				ORIGINAL BID	WITH 2.65% INCREASE
51	66" CGMP	LF	25.00	\$207.00	\$212.49
52	66" CGMP End Sections	EA	1.00	\$6,234.00	\$6,399.20
53	72" CGMP	LF	25.00	\$220.00	\$225.83
54	72" CGMP End Sections	EA	1.00	\$7,089.00	\$7,276.86
55	78" CGMP	LF	25.00	\$244.00	\$250.47
56	78" CGMP End Sections	EA	1.00	\$8,397.00	\$8,619.52
57	21" X 15" CGMPA	LF	25.00	\$61.00	\$62.62
58	21" X 15" CGMPA End Sections	EA	1.00	\$533.00	\$547.12
59	28" X 20" CGMPA	LF	25.00	\$70.00	\$71.86
60	28" X 20" CGMPA End Sections	EA	1.00	\$623.00	\$639.51
61	42" X 29" CGMPA	LF	25.00	\$110.00	\$112.92
62	42" X 29" CGMPA End Sections	EA	1.00	\$1,179.00	\$1,210.24
63	57" X 38" CGMPA	LF	25.00	\$173.00	\$177.58
64	57" X 38" CGMPA End Sections	EA	1.00	\$2,281.00	\$2,341.45
65	71" X 47" CGMPA	LF	25.00	\$229.00	\$235.07
66	71" X 47" CGMPA End Sections	EA	1.00	\$3,904.00	\$4,007.46
67	18" RCP (O-Ring)	LF	25.00	\$89.00	\$91.36
68	18" RCP End Section	EA	1.00	\$2,040.00	\$2,094.06
69	24" RCP (O-Ring)	LF	25.00	\$110.00	\$112.92
70	24" RCP End Section	EA	1.00	\$2,207.00	\$2,265.49
71	36" RCP (O-Ring)	LF	25.00	\$188.00	\$192.98
72	36" RCP End Section	EA	1.00	\$4,231.00	\$4,343.12
73	42" RCP (O-Ring)	LF	25.00	\$243.00	\$249.44
74	42" RCP End Section	EA	1.00	\$5,415.00	\$5,558.50
75	48" RCP (O-Ring)	LF	25.00	\$311.00	\$319.24
76	48" RCP End Section	EA	1.00	\$8,646.00	\$8,875.12
77	54" RCP (O-Ring)	LF	25.00	\$357.00	\$366.46
78	54" RCP End Section	EA	1.00	\$11,272.00	\$11,570.71
79	60" RCP (O-Ring)	LF	25.00	\$435.00	\$446.53
80	60" RCP End Section	EA	1.00	\$13,849.00	\$14,216.00
81	66" RCP (O-Ring)	LF	25.00	\$515.00	\$528.65
82	66" RCP End Section	EA	1.00	\$14,560.00	\$14,945.84
83	72" RCP (O-Ring)	LF	25.00	\$595.00	\$610.77
84	72" RCP End Section	EA	1.00	\$18,186.00	\$18,667.93
85	Television Inspection (Storm Pipe)	LF	100.00	\$16.00	\$16.42
86	Filter Fabric	SY	100.00	\$7.00	\$7.19
87	Crushed Rock (1 1/2 Inch Coarse)	TON	50.00	\$69.00	\$70.83
88	ODOT Type A Aggregate Base	TON	50.00	\$85.00	\$87.25
89	Crushed Rock Pipe Foundation, ASTM C-33 Gradation 67 (3/4" TO NO. 4)	TON	50.00	\$74.00	\$75.96
90	4' Dia. Manhole	EA	1.00	\$3,250.00	\$3,336.13
91	Extra Depth Manhole (4')	LF	10.00	\$325.00	\$333.61
92	5' Dia. Manhole	EA	1.00	\$4,225.00	\$4,336.96
93	Extra Depth Manhole (5')	VF	10.00	\$455.00	\$467.06
94	Manhole Ring and Lid	EA	5.00	\$520.00	\$533.78
95	Solid Slab Sod (Area from 0-200SY)	SY	200.00	\$13.00	\$13.34
96	Rehab. Existing Manhole	EA	2.00	\$3,250.00	\$3,336.13
97	Cast Iron Curb Inlet (OKC Design 2-0)	EA	2.00	\$4,550.00	\$4,670.58
98	Grated Street Inlet (OKC) (26')	EA	1.00	\$41,600.00	\$42,702.40
99	Grated Street Inlet Additional Depth (OKC)	VF	5.00	\$1,950.00	\$2,001.68
100	Epoxy Coated Reinforcing Steel	LBS	250.00	\$5.00	\$5.13

CITY OF BETHANY PAVING AND DRAINAGE REPAIR BID ITEMS				Brewer Construction OK, LLC	
	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	UNIT PRICE
				ORIGINAL BID	WITH 2.65% INCREASE
101	Saw Cutting	LF	250.00	\$10.00	\$10.27
102	Filter Fabric Silt Fence	LF	100.00	\$13.00	\$13.34
103	Survey by Oklahoma Licensed Register Land Surveyor (4 hour minimum)	HR	50.00	\$200.00	\$205.30
104	Traffic Control	LSUM	1.00	\$25,000.00	\$25,662.50
105	Tack Coat	GAL	100.00	\$7.00	\$7.19
106	Traffic Strip (Paint) (Symbol)	EA	4.00	\$780.00	\$800.67
107	Bonds	LSUM	1.00	\$16,250.00	N/A

Agenda: 01/21/2025
Item: 13
BPWA Item: 4

BETHANY CITY COUNCIL
BETHANY PUBLIC WORKS AUTHORITY

From: Elizabeth Gray, City Manager
Date: January 16, 2025
Subject: Ratify emergency expenditures for water line repairs at NW 46th Street and Peniel Avenue in the City of Bethany

BACKGROUND

The City of Bethany has deployed the emergency on call contract to effectively and safely implement water repairs at NW 46th Street and Peniel Avenue in the City of Bethany.

The cost of the repairs is 93,000.

RECOMMENDATION

1. Ratify emergency repair expenditures utilizing the Krapff-Reynolds Construction Co. on call/emergency contract for Waterline Repair Services at NW 46th Street and Peniel Avenue in Bethany Oklahoma.



ADDITIONAL COMMENTS

The funding source is account 056-512.1-342 Water Line Maintenance. This will leave a \$5,724.54 balance in this account.

BETHANY CITY COUNCIL

From: Elizabeth Gray, City Manager
Date: January 21, 2025
Subject: Approval of Change Order No. 3 to the Construction Contract with C4L, LLC for General Obligation Bond Propositions 2-A Eldon Lyon Park, 2-B Ripper Park, 2-C Garrison Park, 2-D Macrory Park, and 2-F Cecil Mendenall Park

BACKGROUND

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

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

Bids were opened and the project was awarded on June 4, 2024 to C4L, LLC for the amount of \$985,505.00. Change Order No. 3 is to repair rusted structural steel that was found after removal of the pavilions that supports the awnings, and additional flashing and roof deck overhang modifications, at both Eldon Lyon locations. Also included is the installation of siding and flashing along the exposed wall at Garrison Park to match the façade of the building.

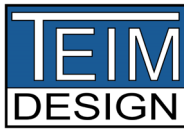
The new items of work that were not identified in the original contract scope and needed for current repairs in the amount of \$18,905.00 for a revised contract amount of \$1,039,903.00.

RECOMMENDATION

1. Approval of Change Order No. 3 to the Construction Contract with C4L, LLC for General Obligation Bond Proposition 2-A, 2-B, 2-C, 2-D, and 2-F in the amount of \$18,905.00.

ADDITIONAL COMMENTS





TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

January 14, 2025

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

Re: Proposition 2 Bethany Parks Restroom and Pavilion Improvements
Change Order No. 3

Dear Ms. Gray:

I. CHANGE ORDER NO. 3 - SCOPE AND JUSTIFICATION

Item CO 3.1 – Prop 2-A Eldon Lyon Pavilion East and West – Roof Repairs and Credit for Sidewalk

The roof decking overhang needs to be cut off and new flashing installed to tie into the existing roof structure for both the East and West and Pavilion. The East Pavilion awnings need repaired due to rusted out welds and cosmetic welding repairs. Includes a credit for not placing sidewalk that was not needed for accessibility from the pavilions to the restrooms.

Item CO 3.2 – Prop 2-B Garrison – Install New Cap Board and Siding; Remove Concrete Sidewalk; and Painting New Parapet/Siding

The restroom north wall needs new upper siding that will closely match the existing siding on the east and west sides. The additional siding requires metal flashing and painting to protect the siding from the elements.

II. COST ESTIMATE

See attachment A for cost breakdown:

Original Contract Amount:	\$985,505.00
Change Order No. 1:	\$15,963.00 (1.62%)
Change Order No. 2:	\$19,530.00 (1.98%)
Change Order No. 3:	\$18,905.00 (1.92%)
Revised Contract Amount:	\$1,039,903.00

III. CONTRACT TIME

Change Order No. 3 adds an additional 21 days to the contract time.

The above and foregoing is hereby accepted on this 14th day of January 2025 and the undersigned agrees to perform the work as so indicated in this Change Order No. 3 with said adjustments in the contract sum.

C4L, LLC



1/15/24

Name and Title

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



Robbie Williams, P.E.

City Attorney

APPROVED by Council of the City of Bethany this ____ day of _____, 2025.

ATTEST:

CITY CLERK

MAYOR

ATTACHMENT A - CHANGE ORDER NO.3 - PROPOSITION 2 BETHANY PARKS RESTROOM AND PAVILION IMPROVEMENTS					
Item Number	Title	Quantity	Unit	Unit Price	Price
CO 3.1	PROP 2-A ELDON LYON PAVILION EAST AND WEST - ROOF REPAIRS AND CREDIT FOR SIDEWALK	1.00	LSUM	\$16,076.25	\$16,076.25
CO 3.2	PROP 2-B GARRISON - INSTALL NEW CAP BOARD AND SIDING;REMOVE CONCRETE SIDEWALK; AND PAINTING NEW PARAPET/SIDING	1.00	LSUM	\$2,828.75	\$2,828.75
			CHANGE ORDER NO. 1 TOTAL		\$18,905.00

Agenda: 01/21/2025

Item: 15

BETHANY CITY COUNCIL

From: Elizabeth Gray, City Manager
Date: January 21, 2025
Subject: Approval of Construction Contract with All Roads Paving, Inc. for General Obligation Bond Proposition 1-D (Peniel from NW 39th to NW 42nd)

BACKGROUND

On August 23, 2022, citizens of Bethany passed General Obligation Bond, Proposition 1 that included Proposition 1-D (Peniel from NW 39th to NW 42nd):

On November 15, 2022, the City of Bethany entered into a contract for engineering and design services with TEIM Design.

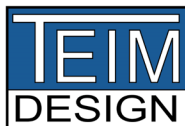
Bids were opened December 18, 2024. City Staff and Engineers recommend award to All Roads Paving, Inc. in the amount of \$408,743.68.

RECOMMENDATION

1. Approval of Construction Contract with All Roads Paving, Inc. for General Obligation Bond Proposition 1-D (Peniel from NW 39th to NW 42nd) in the amount of \$408,743.68.

ADDITIONAL COMMENTS





TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

January 14, 2025

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

Re: Pavement Improvement Project
G.O. Bond Proposition 1-D – N. Peniel Avenue from NW 39th to NW 42nd Street

Dear Ms. Gray,

Attached for your review and disposition please find the BID Tabulation for the above-mentioned project. The bids were received, December 18, 2024, and all bid bonds and affidavits were found to be in order. All the bids were tabulated from the detailed bid forms as follows:

All Roads Paving, Inc.	\$408,743.68
Parathon Construction, LLC	\$463,974.25
Rudy Construction Co.	\$522,678.75
Ellsworth Construction	\$538,881.37
SAC Services, Inc.	\$578,252.20
Engineer's Estimate	\$645,771.00

Therefore, we recommend the award of the contract to All Roads Paving, Inc. for the total bid price in the amount of \$408,743.68.

Respectfully Submitted,

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

Robbie Williams, PE

Attachment: Contract, Bonds, and Insurance Certificate
Bid Tab

CONSTRUCTION CONTRACT

This Contract is made and entered into on the 21st day of January 2025, by and between the City of Bethany, an Oklahoma Municipal Corporation, hereinafter called "City," and All Roads Paving, Inc. hereinafter called "Contractor."

WITNESSETH:

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

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

PAVEMENT IMPROVEMENT PROJECT

G.O. BOND PROPOSITION 1-D (N. PENIEL AVE. FROM NW 39TH TO NW 42ND)

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

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

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

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

Four hundred eight thousand seven hundred forty-three and 68/100 Dollars (\$408,743.68).

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

1. Incorporation of Bidding Documents. This Contract hereby incorporates, as if fully set out herein, the Plans, Specifications, General Provisions, Special Provisions, Contractor's Proposal and any and all Addendums issued. All of these documents have been provided to and/or by the Contractor and are on file in the Office of the City Clerk of the City of Bethany. Hereinafter, these documents shall be collectively referred to as "Bidding Documents."
2. Engagement of Contractor. The City hereby engages Contractor to perform certain construction services for the benefit of the City. Contractor accepts such engagement pursuant to the terms and

conditions set forth herein. The Contractor is, and shall be, in the performance of all work, services and activities an independent contractor, and not an employee, agent, or servant of the City of Bethany. The tort liability of the City of Bethany is exclusively governed by the Oklahoma Governmental Tort Claims Act.

3. Scope of Engagement. Contractor shall, in a good and first-class, workmanlike manner, at its own cost and expense, furnish all labor, materials, tools and equipment required to perform and complete said work in strict accordance with the Bidding Documents, with the following additions and/or exceptions: (if none, so state.)
4. Payments to Contractor. The City shall make payments to the Contractor only after approval of the City Council. Contractor's invoice must be accompanied by signed affidavit as required by Oklahoma Statutes.
5. Bargaining. The City and the Contractor have had the opportunity to seek independent legal counsel before entering into this Contract. The language of this Contract shall be construed simply, according to its fair meaning, and not strictly for or against either party.
6. Hold Harmless. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City of Bethany from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the project, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, other than the project itself, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph. In claims against any person or entity indemnified under this Paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workmen's compensation acts.
7. Third Party Beneficiaries. Nothing in this Contract, expressed or implied, is intended to confer upon any person other than the parties hereto and their respective assigns, any rights or remedies under or by reason of this Contract, except as provided expressly herein.

8. Notices. Whenever a notice is required to be given in writing and under the terms of this Contract, or any extension hereunder, such notice shall either be hand-delivered or mailed by certified mail, return receipt requested, and directed to the respective parties at the following addresses:

If to the City:

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

If to Contractor:

All Roads Paving, Inc.
10200 NW 10th Street
Oklahoma City, Oklahoma 73127

or at such other address as a party shall specify by like notice to the other party hereto. Notices shall be effective on the date of delivery.

9. Counterparts. This Contract may be executed in any number of counterparts, and when each party has signed and delivered to the other at least one (1) such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one (1) agreement; provided, however, this Contract shall not be binding upon the parties hereto until signed by all of the parties.
10. Integration and Amendments. This Contract constitutes the entire agreement between the parties and may not be amended, altered, modified or changed in any way except in writing signed by all parties to this Contract and which specifically references this Contract. There are no other agreements, representations or warranties, whether oral or written, regarding the subject matter of this Contract. No course of dealings involving the parties hereto and no usage of trade shall be relevant or admissible to interpret, supplement, explain or in any way vary any of the terms expressly set forth in this Contract. Any amendment to this Contract shall be attached to this Contract and all of the terms in this Contract not addressed in the amendment shall remain in full force and effect.
11. Binding Effect. This Contract binds the parties and any successors and assigns of the parties. The contract becomes effective only upon submission of a signed and notarized non-collusion affidavit.
12. Severability. If any one or more of the sections, sentences, clauses, or parts be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not affect nor prejudice the applicability and validity of any other provision of this Contract.

NON-COLLUSION AFFIDAVIT

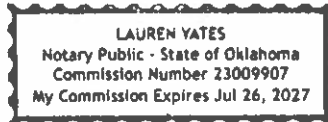
State of Oklahoma)
) ss.
County of Canadian)

David G. Barnett, of lawful age, being first duly sworn, on oath, says that (s)he is the agent authorized by the Contractor to submit the above Contract to the City of Bethany, Oklahoma. Affiant further states that Contractor has not paid, given or donated, or agreed to pay give or donate to any officer or employee of the City of Bethany, any money or other valuable thing, either directly or indirectly, in the procuring of this Contract.

David G. Barnett
Signature
David G. Barnett - President
Printed Name/Title

Subscribed and sworn to before me this 15 day of January, 2025.

(SEAL)



Lauren Yates
Notary Public

My Commission Expires: July 26, 2027
My Commission Number: 23009907

CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, All Roads Paving, Inc., as Principal, and Granite Re, Inc., as Surety, are held and firmly bound unto the CITY OF BETHANY of the State of Oklahoma and the State of Oklahoma, hereinafter referred to as the Government, in the full and just sum of Four hundred eight thousand seven hundred forty three dollars and sixty eight cents (\$408,743.68) 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 21st day of January, A.D., 2025.

The conditions of this obligation are such, that whereas, said Principal is the lowest and best bidder for the making of the following municipal work and improvement, viz:

**PAVEMENT IMPROVEMENT PROJECT
G.O. BOND PROPOSITION 1-D (N. PENIEL AVE. FROM NW 39TH TO NW 42ND)
CITY OF BETHANY, OKLAHOMA**

and has entered into a certain written contract with the CITY OF BETHANY on the 21st day of January, 2025, for the erection and construction of said work and improvement all in compliance with the plans and specifications therefor, made a part of said contract and on file in the office of the City Clerk, and said contract is hereby made a part and parcel of this bond as if literally written herein.

NOW, THEREFORE, if the said Principal, All Roads Paving, Inc. shall fully and faithfully execute the work and perform said contract according to its terms, conditions and covenants, and in exact accordance with the bid of said Principal, and according to certain plans and specifications heretofore made, adopted and placed on file in the office of the City Clerk of THE CITY OF BETHANY and shall promptly pay or cause to be paid, all labor, material and/or repairs and all bids for labor performed on said work, whether by sub-contract or otherwise; and shall protect and save harmless the said Government and all interested property owners against all claims, demands, causes of action, losses or damage, and expense to life or property suffered or sustained by any person, firm or corporation by reason of negligence of the Principal or his or its agents, servants, or employees in the construction of said work, or by or in consequence of any improper execution of the work or act of omission or use of inferior materials by said Principal, or his or its agents, servants, or employees; and shall protect and save the Government harmless from all suits and claims of infringement or alleged infringement of patent rights or processes, then this obligation shall be void. Otherwise this obligation shall remain in full force and effect.

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

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

All Roads Paving, Inc.

ATTEST:

Jauren Yates
Secretary

By David J. Banitt
Principal

Granite Re, Inc.

ATTEST:

Callie Woodard
Secretary Witness, Callie Woodard

By Carey L. Kennemer
Surety Carey L. Kennemer, Attorney-in-Fact

Approved as to form this _____ day of _____, A.D., 20____.

City Attorney

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, All Roads Paving, Inc., as Principal, and Granite Re, Inc., as Surety, are held and firmly bound unto the CITY OF BETHANY of the State of Oklahoma, in the full and just sum of Four hundred eight thousand seven hundred forty three dollars and sixty eight cents (\$408,743.68), such sum being equal to the contract amount for a period of one (1) year and thereafter for a period of four (4) years for the sum of sixty one thousand three hundred eleven dollars and fifty five cents (\$61,311.55), 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 21st day of January, A.D., 2025.

The conditions of this obligation are such, that whereas, said Principal, has a certain contract between All Roads Paving, Inc. and the CITY OF BETHANY dated this 21st day of January, 2025, agreed to construct in the City of Bethany:

PAVEMENT IMPROVEMENT PROJECT

**G.O. BOND PROPOSITION 1-D (N. PENIEL AVE. FROM NW 39TH TO NW 42ND)
BETHANY, OKLAHOMA**

all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the office of the City Clerk of the City of Bethany; and to maintain the said improvement in the amounts set forth above against any failure due to workmanship or material for a period of **FIVE (5) year** from the date of acceptance of the completed project by the CITY OF BETHANY.

NOW, THEREFORE, if the said Principal shall pay or cause to be paid to the Authority all damage, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of five (5) 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 five (5) 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:

All Roads Paving, Inc.

Lauren Yates
Secretary

By David S. Barnett
Principal

Granite Re, Inc.

ATTEST:

Callie Woodard
Secretary
Witness, Callie Woodard

By Carey L. Kennemer
Surety
Carey L. Kennemer, Attorney-in-Faci

Approved as to form this ____ day of _____, A.D., 20 ____.

City Attorney

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, All Roads Paving, Inc., as Principal, and Granite Re, Inc., as Surety, are held and firmly bound unto the STATE OF OKLAHOMA in the sum of Four hundred eight thousand seven hundred forty three dollars and sixty eight cents (\$408,743.68), 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 21st day of January, A.D., 2025.

The conditions of this obligation are such, that whereas, the above Bonded Principal All Roads Paving, Inc. is the lowest and best bidder for the making of the following municipal work and improvements, viz:

PAVEMENT IMPROVEMENT PROJECT

**G.O. BOND PROPOSITION 1-D (N. PENIEL AVE. FROM NW 39TH TO NW 42ND)
CITY OF BETHANY, OKLAHOMA**

and has entered into a certain written contract with the CITY OF BETHANY on the 21st day of January, 2025, for the erection and construction of said work and improvement, in exact accordance with the bid of said Principal, and according to certain plans and specifications heretofore made, adopted and placed on file in the office of the City Clerk of the CITY OF BETHANY.

NOW, THEREFORE, if the said Principal, shall fail or neglect to pay all indebtedness incurred by said Principal or subcontractor of said Principal who perform work in the performance of such, for labor and materials furnished by any supplier and consumed in the performance of said contract, and such repairs to and rental of machinery and equipment as may be furnished by a sub-contractor or to the person or persons contracting with this Authority within thirty (30) days after the same becomes due and payable, the person, firm or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid.

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

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

ATTEST:

Lauren Yates
Secretary

All Roads Paving, Inc.

By David B Barnett
Principal

ATTEST:

Callie Woodard
Secretary Witness, Callie Woodard

Granite Re. Inc.

By Carey L Kennemer
Surety Carey L. Kennemer, Attorney-in-Fact

Approved as to form this ____ day of _____, A.D., 20____.

City Attorney

CITY OF BETHANY - PROPOSITION 1D (N. PENIEL AVE. FROM NW 39TH TO NW 42ND)
BID TABULATION: DECEMBER 18, 2024

GENERAL PAY QUANTITIES - BASE BID - PART A				All Roads Paving Inc.		Parathon Construction LLC		Rudy Construction Co.		Ellsworth Construction		SAC Services Inc		ENGINEERS ESTIMATE	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL
201(A) 1200	CLEARING AND GRUBBING	LSUM	1.0	\$2,200.00	\$2,200.00	\$5,500.00	\$5,500.00	\$500.00	\$500.00	\$2,708.75	\$2,708.75	\$7,800.00	\$7,800.00	\$10,000.00	10,000.00
202(H) 2900	EARTHWORK	LSUM	1.0	\$20,544.30	\$20,544.30	\$12,000.00	\$12,000.00	\$15,000.00	\$15,000.00	\$33,288.75	\$33,288.75	\$25,457.00	\$25,457.00	\$40,000.00	40,000.00
221(C) 2400	TEMPORARY SEDIMENT FILTER	EA	3.0	\$438.75	\$1,316.25	\$150.00	\$450.00	\$250.00	\$750.00	\$850.00	\$2,550.00	\$100.00	\$300.00	\$300.00	900.00
303(A) 1200	AGGREGATE BASE TYPE A	CY	616.0	\$95.98	\$59,123.68	\$65.00	\$40,040.00	\$75.00	\$46,200.00	\$120.52	\$74,240.32	\$90.00	\$55,440.00	\$75.00	46,200.00
310(B) 5300	SUBGRADE METHOD B	SY	3689.0	\$0.98	\$3,615.22	\$2.50	\$9,222.50	\$3.00	\$11,067.00	\$0.69	\$2,545.41	\$6.50	\$23,978.50	\$10.00	36,890.00
325 0100	SEPARATOR FABRIC	SY	3689.0	\$1.96	\$7,230.44	\$1.75	\$6,455.75	\$2.00	\$7,378.00	\$3.57	\$13,169.73	\$2.10	\$7,746.90	\$5.00	18,445.00
414(A) 5200	P.C. CONCRETE PAVEMENT (PLACEMENT)	SY	3689.0	\$18.97	\$69,980.33	\$40.00	\$147,560.00	\$30.00	\$110,670.00	\$23.89	\$88,130.21	\$46.70	\$172,276.30	\$35.00	129,115.00
414(G) 5800	P.C. CONCRETE FOR PAVEMENT	CY	615.0	\$226.80	\$139,482.00	\$204.00	\$125,460.00	\$275.00	\$169,125.00	\$217.98	\$134,057.70	\$230.00	\$141,450.00	\$220.00	135,300.00
609(B) 4360	2'-8" COMB. CRB. & GUT. (6" BARRIER)	LF	300.0	\$37.00	\$11,100.00	\$50.00	\$15,000.00	\$50.00	\$15,000.00	\$34.93	\$10,479.00	\$32.00	\$9,600.00	\$45.00	13,500.00
612(A) 3200	MANHOLE ADJUST TO GRADE	EA	2.0	\$623.00	\$1,246.00	\$275.00	\$550.00	\$1,200.00	\$2,400.00	\$1,258.31	\$2,516.62	\$950.00	\$1,900.00	\$2,400.00	4,800.00
612E 3600	VALVE BOXES ADJUST TO GRADE	EA	4.0	\$385.00	\$1,540.00	\$100.00	\$4,000.00	\$700.00	\$2,800.00	\$1,151.00	\$4,604.00	\$300.00	\$1,200.00	\$1,000.00	4,000.00
619(B) 6200	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LSUM	1.0	\$1,540.00	\$1,540.00	\$2,500.00	\$2,500.00	\$500.00	\$500.00	\$5,480.00	\$5,480.00	\$8,100.00	\$8,100.00	\$8,500.00	8,500.00
619(B) 6376	REMOVAL OF CONCRETE PAVING W/ ASPHALT OVERLAY	SY	3886.0	\$8.67	\$33,691.62	\$8.00	\$31,088.00	\$12.00	\$46,632.00	\$12.01	\$46,670.86	\$12.00	\$46,632.00	\$16.00	62,176.00
619(C) 6600	SAWING PAVEMENT	LF	2104.0	\$4.82	\$10,141.28	\$2.00	\$4,208.00	\$5.00	\$10,520.00	\$4.03	\$8,479.12	\$3.00	\$6,312.00	\$5.50	11,572.00
642(B) 3300	CONSTRUCTION STAKING LEVEL II	LSUM	1.0	\$850.00	\$850.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$10,342.25	\$10,342.25	\$14,500.00	\$14,500.00	\$34,000.00	34,000.00
220 1100	SWPPP DOCUMENTATION AND MANAGEMENT	LSUM	1.0	\$2,100.00	\$2,100.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$2,146.25	\$2,146.25	\$2,900.00	\$2,900.00	\$8,000.00	8,000.00
641 2110	MOBILIZATION	LSUM	1.0	\$6,250.00	\$6,250.00	\$15,000.00	\$15,000.00	\$45,000.00	\$45,000.00	\$35,980.44	\$35,980.44	\$20,000.00	\$20,000.00	\$54,000.00	54,000.00
856(A) 8216	TRAFFIC STRIPE (MULTI-POLY.)(24" WIDE)	LF	105.0	\$74.25	\$7,796.25	\$20.00	\$2,100.00	\$65.00	\$6,825.00	\$93.15	\$9,780.75	\$72.50	\$7,612.50	\$8.90	934.50
857(F) 9700	PAVEMENT MRKING. REMOVAL(TRAF. STRP)	LF	105.0	\$1.10	\$115.50	\$2.00	\$210.00	\$1.15	\$120.75	\$1.44	\$151.20	\$1.20	\$126.00	\$3.20	336.00
880(B) 6300	CONSTRUCTION SIGNS 0 TO 6.25 SF	SD	900.0	\$0.50	\$450.00	\$2.00	\$1,800.00	\$0.10	\$90.00	\$0.63	\$567.00	\$0.80	\$720.00	\$0.30	270.00
880(B) 6310	CONSTRUCTION SIGNS 6.25 SF TO 15.99 SF	SD	420.0	\$0.02	\$8.40	\$2.00	\$840.00	\$0.10	\$42.00	\$0.86	\$361.20	\$0.55	\$231.00	\$0.70	294.00
880(B) 6320	CONSTRUCTION SIGNS 15.99 SF TO 32.99 SF	SD	660.0	\$0.50	\$330.00	\$3.00	\$1,980.00	\$0.10	\$66.00	\$1.09	\$719.40	\$0.80	\$528.00	\$0.90	594.00
880(C) 6410	CONSTRUCTION BARRICADES (TYPE III)	SD	360.0	\$2.20	\$792.00	\$3.00	\$1,080.00	\$0.10	\$36.00	\$2.88	\$1,036.80	\$2.20	\$792.00	\$0.70	252.00
880(G) 6805	CHANNELIZER CONES	SD	1800.0	\$2.20	\$3,960.00	\$2.00	\$3,600.00	\$0.10	\$180.00	\$2.88	\$5,184.00	\$2.20	\$3,960.00	\$0.40	720.00

GENERAL PAY QUANTITIES - ADD ALT NO. 1 - PART A															
230(A) 7200	SOLID SLAB SODDING	SY	18.0	\$6.00	\$108.00	\$6.00	\$108.00	\$10.00	\$180.00	\$44.88	\$807.84	\$10.00	\$180.00	\$5.00	90.00
609(B) 4370	2'-8" COMB. CRB. & GUT. (6" MNTBLE)	LF	157.0	\$37.00	\$5,809.00	\$50.00	\$7,850.00	\$40.00	\$6,280.00	\$43.58	\$6,842.06	\$32.00	\$5,024.00	\$55.00	8,635.00
610(A) 5200	4" CONCRETE SIDEWALK	SY	124.0	\$80.57	\$9,990.68	\$85.00	\$10,540.00	\$125.00	\$15,500.00	\$177.38	\$21,995.12	\$72.00	\$8,928.00	\$70.00	8,680.00
619(B) 6400	REMOVAL OF CURB	LF	171.0	\$9.24	\$1,580.04	\$7.00	\$1,197.00	\$12.00	\$2,052.00	\$16.70	\$2,855.70	\$10.00	\$1,710.00	\$15.00	2,565.00
619(B) 6404	REMOVAL OF SIDEWALK	SY	38.0	\$9.80	\$372.40	\$15.00	\$570.00	\$12.00	\$456.00	\$75.14	\$2,855.32	\$12.00	\$456.00	\$15.00	570.00
619(B) 6460	REMOVAL OF 4" CONCRETE DIVIDING STRIP	SY	57.0	\$8.67	\$494.19	\$15.00	\$855.00	\$12.00	\$684.00	\$50.09	\$2,855.13	\$11.00	\$627.00	\$15.00	855.00
619 (C) 6600	SAWING PAVEMENT	LF	105.0	\$4.82	\$506.10	\$2.00	\$210.00	\$5.00	\$525.00	\$8.30	\$871.50	\$3.00	\$315.00	\$5.50	577.50

GENERAL PAY QUANTITIES - ADD ALT NO. 2 - PART A															
611(I) 1000	RPLC INLT FRM & GRT (SSIF-FRM, CIG-GRT-VG-F)	EA	2.0	\$2,240.00	\$4,480.00	\$4,500.00	\$9,000.00	\$2,300.00	\$4,600.00	\$2,304.47	\$4,608.94	\$725.00	\$1,450.00	1,500.00	3,000.00

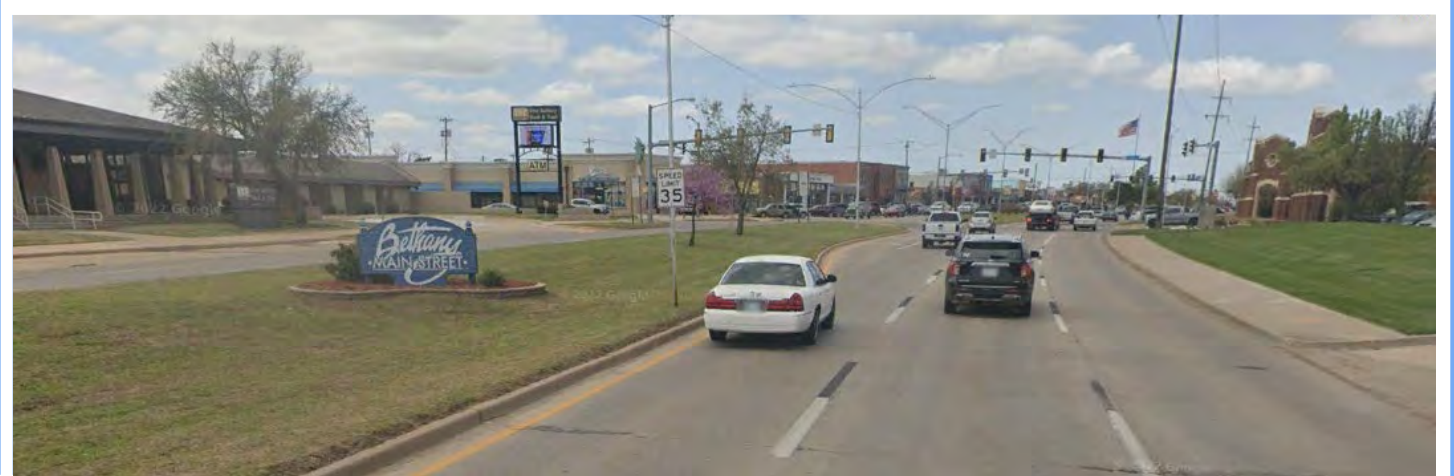
TOTAL BASE BID PRICE	\$385,403.27	\$433,644.25	\$492,401.75	\$495,189.76	\$559,562.20	\$620,798.50
TOTAL ADD ALT#1 BID PRICE - PART A	\$18,860.41	\$21,330.00	\$25,677.00	\$39,082.67	\$17,240.00	\$21,972.50
TOTAL ADD ALT #2 BID PRICE - PART A	\$4,480.00	\$9,000.00	\$4,600.00	\$4,608.94	\$1,450.00	\$3,000.00
Total Bid	408,743.68	463,974.25	522,678.75	538,881.37	578,252.20	645,771.00



CITY OF BETHANY

OKLAHOMA

AGENDA: 01/21/2025
ITEM: 16



PROJECT UPDATES



PROPOSITION 1-C

NW 36TH / COUNCIL ROAD

CITY OF BETHANY



Traffic Signalization and Pedestrian Crosswalk Improvements

- Survey complete
- Design underway
- Right-of-Way/Easements being researched
- Evaluating additional funding sources for corridor improvements

PROPOSITION 1-D

PENIEL – 39TH TO 42ND

CITY OF BETHANY



Peniel Ave. from NW 39th Expressway to NW 42nd Street

Reconstruction of Peniel Avenue beginning at NW 39th Expressway extending north approximately 1,300 feet to NW 42nd Street. Reconstruction of Plain Jointed PC Concrete.

- Survey: Complete
- Environmental: Complete
- Roadway Design: Complete. Plan-in-hand held July 26, 2023. Utilities cleared.
- Low Bidder – All Roads Paving - \$408,743.68
Anticipated award date – January 21, 2025



NW 30th Street from Rockwell Avenue to Peniel Avenue

Reconstruction of NW 30th pavement beginning at Rockwell Avenue extending east approximately 2,600 feet to Peniel Avenue. Reconstruction of Plain Jointed PC Concrete.

- Survey: Complete
- Environmental: Complete
- Roadway Design: Complete. Plan in hand held July 26, 2023. Utilities cleared
- Project Awarded - All Roads Paving Inc. - \$512,822.57
- Construction January 2025 (depending on weather)

PROPOSITION 2-A ELDON LYON PARK

CITY OF BETHANY



Repair, improve, remodel, equip, and renovate playground, exercise station, multipurpose shelters, and remodel restroom facilities.

- Restroom facilities have been inspected and evaluated for remodel.
- Multipurpose shelter concepts presented and recommended for approval by the Parks Board.
- Design complete
- Project awarded to C4L, LLC. – June 4, 2024 - \$985,505.00
- Restroom remodel under way
- New pavilion under construction.

PROPOSITION 2-B

RIPPER PARK

CITY OF BETHANY



Acquiring and improving playground equipment, and constructing or remodeling restroom facilities

- Restroom facilities have been inspected and evaluated for remodel
- Design complete
- Project awarded to C4L, LLC. – June 4, 2024 - \$985,505.00
- Restroom remodel has begun.

PROPOSITION 2-C

HENRY GARRISON PARK

CITY OF BETHANY



Acquiring and improving playground equipment, constructing a multipurpose pavilion, and constructing or remodeling restroom facilities

- Restroom facilities have been inspected and evaluated for remodel
- Multipurpose shelter concepts presented and recommended for approval by the Parks Board
- Design complete
- Project awarded to C4L, LLC. – June 4, 2024 - \$985,505.00
- Restroom remodel under way
- New pavilion under construction.

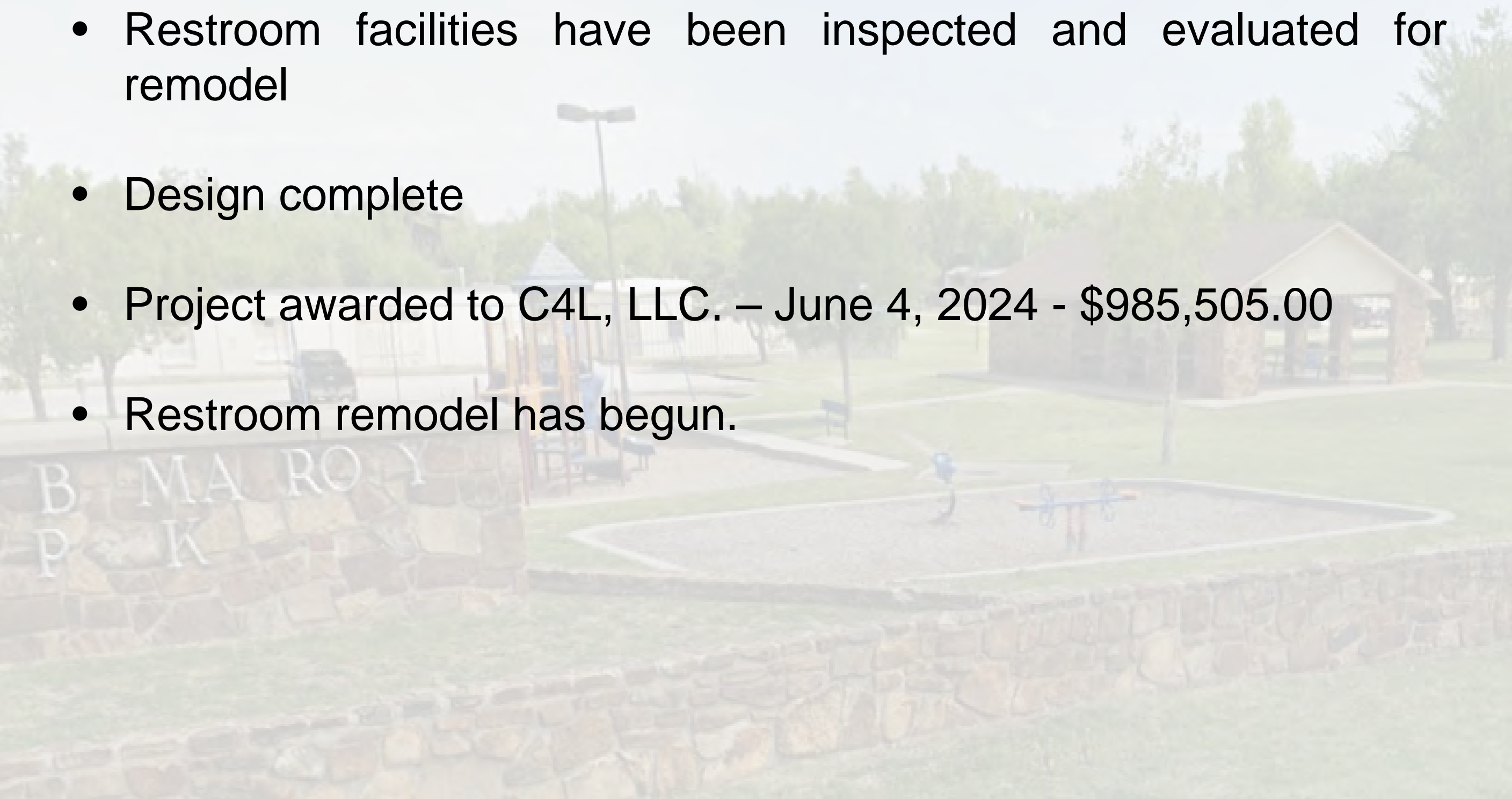
PROPOSITION 2-D MACRORY PARK

CITY OF BETHANY



Acquiring and improving playground equipment, and constructing or remodeling restroom facilities

- Restroom facilities have been inspected and evaluated for remodel
- Design complete
- Project awarded to C4L, LLC. – June 4, 2024 - \$985,505.00
- Restroom remodel has begun.



PROPOSITION 2-F

CECIL MENDENALL PARK

CITY OF BETHANY



Improving but not limited to constructing restroom facilities

- Funding sources to include 2016 G.O. Bond for restroom and fencing improvements
- New restroom location identified
- Design complete
- Project awarded to C4L, LLC. – June 4, 2024 - \$985,505.00
- Sewer service installed.

PROPOSITION 3-C

ANIMAL SHELTER

CITY OF BETHANY



Repairing, renovating, equipping and furnishing the existing animal shelter facility within the City of Bethany located at 5100 North College Avenue

- Geotechnical soil boring – complete
- Footing recommendations – complete
- Survey – complete
- A sanitary sewer has been found that was not shown on any city atlas that is currently under part of the building. Plans to realign the sanitary sewer are complete and have been approved by the ODEQ.
- Bid Let Date: December 21, 2023
- Apparent low bidder – Luckinbill - \$123,792.00 – Construction complete
- Building expansion low bidder – C4L - \$205,000.

PROPOSITION 4-A DRAINAGE

CITY OF BETHANY



Constructing, improving, enlarging, engineering, equipping, and repairing storm drainage facilities within the City of Bethany. These projects may be completed in phases and funds provided by other governmental agencies and other sources may be used to complete these projects.

- Identifying and prioritizing CMP's under pavement
- Identifying additional funding sources
- Pipe inspection underway at 6 locations.



American Rescue Plan Act funded Water Meter Replacement Matching \$1,500,000 Grant

- Project approved by OWRB on June 20, 2023, plans advertised for bids
- Pre-bid meeting held June 21, 2023. Bids opened June 29, 2023.
- Phase 1 bid awarded at City Council on July 18, 2023 to S.W. Water Works in the amount of \$2,544,540.00
- Construction began in October 2023 with anticipated completion in early 2025.
- 1340 meters replaced with 300 additional meters identified.
- New ultrasonic meters are already being installed with new construction projects in the City.

ARPA FUNDED PROJECTS

SANITARY SEWER REPLACEMENT

CITY OF BETHANY



American Rescue Plan Act funded Sanitary Sewer Replacement on Peniel, in the amount of \$3,372,692

- Project includes lift station and sanitary sewer line replacement
- Video of existing sewer line complete
- Survey is complete
- Lift Station at NW 31st and Peniel and associated gravity main design complete and permit received from ODEQ. Project awarded to Urban Contractors - \$1,801,015.00.



NW 25th and Shannon Lift Station Replacement

- Survey complete
- Environmental Categorical Exclusion Application – complete and submitted to EPA.
- Design underway
- Preliminary workplan submitted to the Environmental Protection Agency (EPA). National Environmental Policy Act (NEPA) coordination underway.
- Oklahoma Historical Society approved the project.
- Project submitted to Oklahoma State Archeologist.

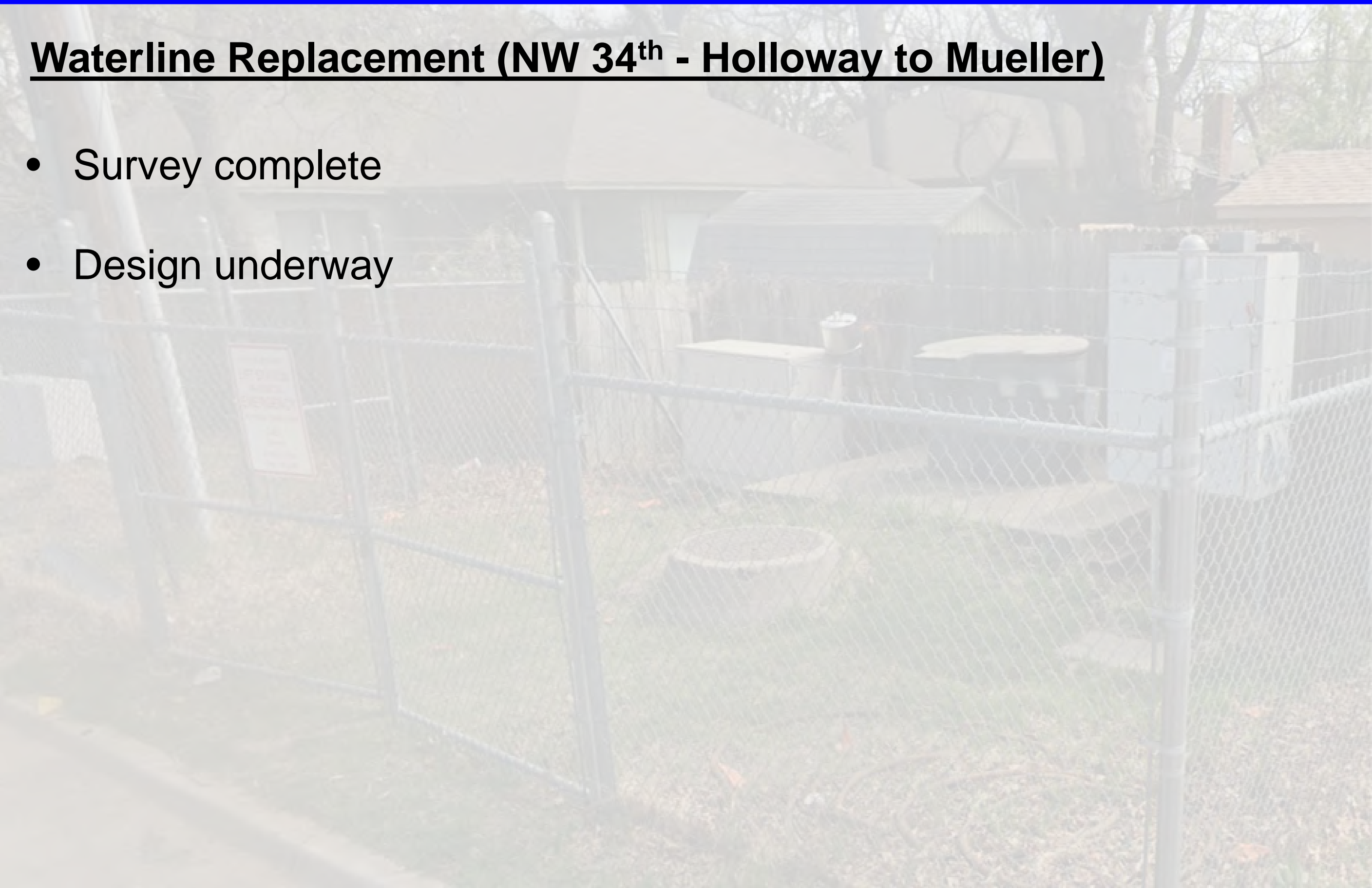


- Existing wellfield production 3.01 MGD
- Re-drilling water wells to increase production by 1.1 MGD
- Rehabilitating wells to increase production by 0.3 MGD
- Increase capacity in wellfield transmission lines to transport increased production to the water treatment plant
- Current ARPA funding is \$4.6 million
- Project awarded to Diversified Construction – March 19, 2024 - \$3,675,455.00
- Under construction
 - Drilling complete for wells 8, 26,& 27
 - North wellfield transmission pipe installation substantially complete.
 - Wells 5 & 17 rehabilitation complete.
 - Well rehab, piping, and electrical for wells 8, 26, & 27



Waterline Replacement (NW 34th - Holloway to Mueller)

- Survey complete
- Design underway



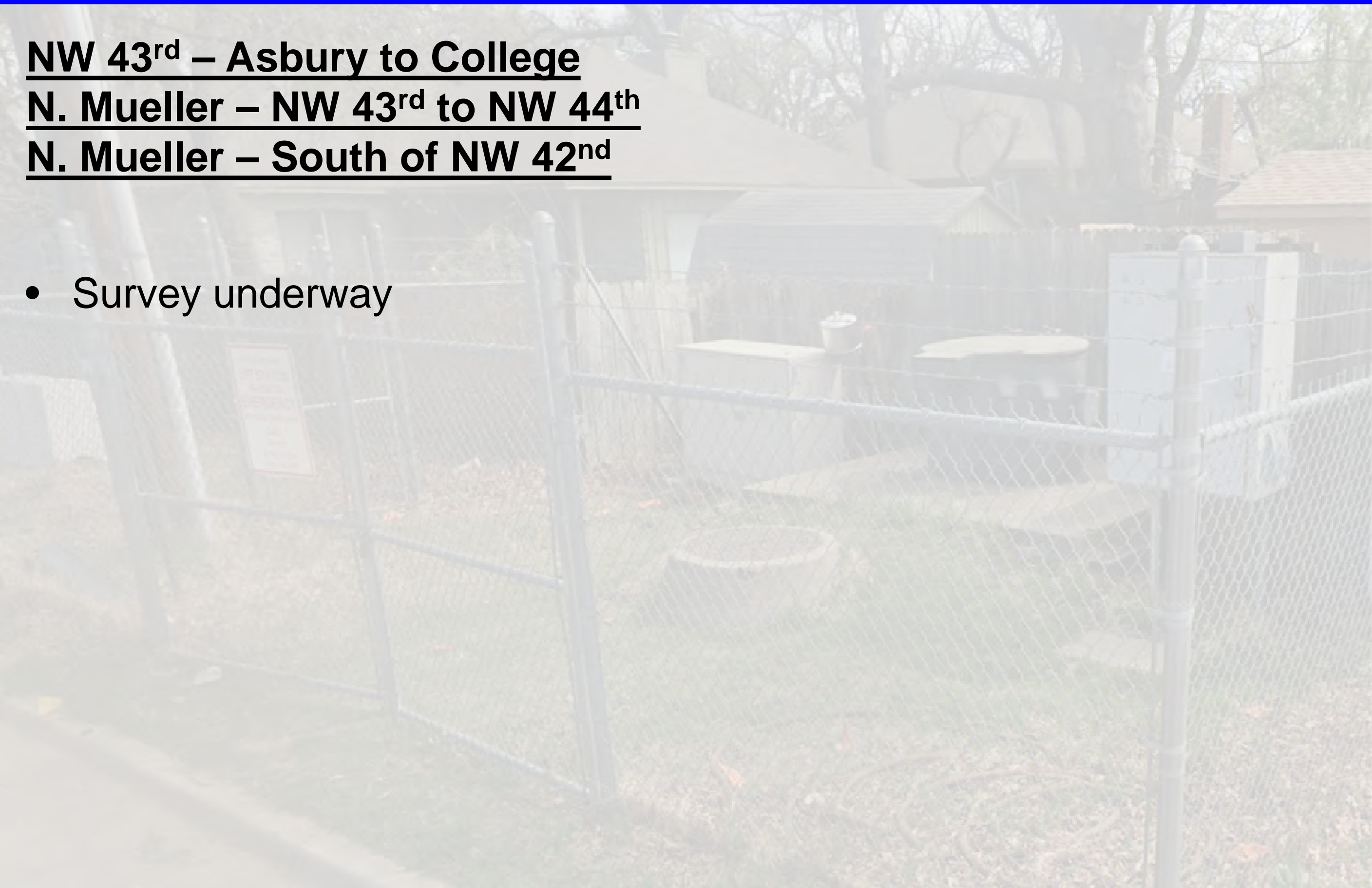
SIDEWALK PARTNERSHIP PROGRAM PROJECT PHASE I

CITY OF BETHANY



NW 43rd – Asbury to College
N. Mueller – NW 43rd to NW 44th
N. Mueller – South of NW 42nd

- Survey underway





NW 34th Street Healthy Living and Active Community Project, Between College and Peniel.

- Survey complete
- Design underway



NW 30th Street and Wilburn Sewer Line Project

- Survey complete
- Design complete
- Plans submitted to ODEQ for approval

COMPLETED PROJECTS

CITY OF BETHANY



G.O. BOND PROJECTS

Proposition 1-A	NW 23 rd & Rockwell	\$384,745.14
Proposition 1-B	NW 36 th & Rockwell	\$434,655.74
Proposition 1-F	Mueller – NW 44 th to NW 50 th	\$524,411.60
Proposition 1-G	N. Divis – NW 36 th to NW 39 th Expressway	\$478,899.28
Proposition 1-H	Peniel – NW 25 th to NW 30 th	\$329,177.74
Proposition 2-B	Ripper Park Pickleball Courts – TSET Funded	\$89,000.00
Proposition 2-E	Ron Clark Park – TSET Funded	\$40,000.00
Proposition 3-A	Fire Station	\$1,356,611.00
Proposition 3-B	Police Headquarters Addition	\$360,780.00
Proposition 3-B	Roof Replacement	\$442,439.00

ARPA PROJECTS

Sanitary Sewer Replacement-Force Main (Peniel – NW 25 th to NW 32 nd)	\$827,503.66
Oklahoma County Funded Water Meter Project (260 meters)	\$250,000.00

ODOT PROJECTS

CRSSA Mill & Overlay – 23 rd & Rockwell	\$609,161.00
SH-66 Pedestrian Improvement Project	\$2,266,000.00

BETHANY CITY COUNCIL

From: Elizabeth A. Gray, City Manager
Date: January 16, 2025
Subject: Consideration and Possible Approval of Mayor’s Appointment of Brian Magirowsky as Trustee to the Bethany-Warr Acres Public Works Authority

BACKGROUND

The Bethany-Warr Acres Public Works Authority (Authority) is a public trust providing sewage treatment services to the cities of Bethany and Warr Acres.

The trust indenture establishes the Authority provides in Article VI (a) that the Mayor of Bethany appoint in odd numbered years one trustee to serve a term of one year. The person so appointed must be a resident of either the City of Bethany or the City of Warr Acres. The trust indenture further provides that such appointment be subject to approval by the Bethany City Council.

RECOMMENDATION

1. As develops during the meeting.

ADDITIONAL COMMENTS



City of Bethany General Fund
Statement of Revenues and Expense
December 2024

AGENDA: 01/21/2025
ITEM: 20 (A)

Revenues

	2024-2025 Annual Budget	December Revenues	Year to Date Revenue	Year to Date Percentage of Budget	Budget Remaining
SALES TAX 82.5% DEDICATED	4,952,440.00	399,869.00	2,478,060.00	50.04%	2,474,380.00
USE TAX REVENUE	1,467,631.00	138,120.00	793,880.00	54.09%	673,751.00
HOTEL TAX REVENUE	57,113.00	3,544.00	26,043.00	45.60%	31,070.00
CABLE FRANCHISE TAX REVENUE	60,454.00	0.00	47,009.00	77.76%	13,445.00
PHONE FRANCHISE TAX REVENUE	77,083.00	52.00	3,990.00	5.18%	73,093.00
UTILITY FRANCHISE TAX REVENUE	883,630.00	41,578.00	351,611.00	39.79%	532,019.00
OCCUPATIONAL LICENSE REVENUE	50,345.00	1,595.00	23,491.00	46.66%	26,854.00
BUILDING PERMIT REVENUE	54,934.00	2,134.00	18,443.00	33.57%	36,491.00
INSPECTION PERMIT REVENUE	71,405.00	2,493.00	19,965.00	27.96%	51,440.00
ZONING PERMITS	1,050.00	782.00	782.00	74.48%	268.00
ANIMAL LICENSE REVENUE	1,000.00	41.00	193.00	19.30%	807.00
ABATEMENT REVENUE	8,000.00	0.00	9,007.00	112.59%	-1,007.00
MOTOR FUEL TAX REVENUE	37,354.00	3,126.00	33,125.00	88.68%	4,229.00
COMMERCIAL VEH TAX REVENUE	131,772.00	0.00	55,604.00	42.20%	76,168.00
CIGARETTE TAX REVENUE	38,671.00	3,230.00	2,975.00	7.69%	35,696.00
ALCOHOL BEVERAGE TAX REVENUE	53,832.00	0.00	23,979.00	44.54%	29,853.00
ACCOUNTING SERVICE REVENUE	26,400.00	2,200.00	11,000.00	41.67%	15,400.00
EMERGENCY MEDICAL CALL SVC FEE	280,831.00	23,611.00	141,457.00	50.37%	139,374.00
STORMWATER COMPLIANCE FEE	324,218.00	27,280.00	163,381.00	50.39%	160,837.00
CEMETARY LOT SALES REVENUE	11,880.00	0.00	0.00	0.00%	11,880.00
MINERAL RIGHTS & ROYALTIES REV	11,086.00	571.00	4,328.00	39.04%	6,758.00
POLICE FINES & COURT COST REV	641,844.00	48,998.00	326,881.00	50.93%	314,963.00
INTEREST INCOME	29,472.00	1.00	24,261.00	82.32%	5,211.00
MISCELLANEOUS REVENUE	84,452.00	3,324.00	93,054.00	110.19%	-8,602.00
REIMBURSEMENT REVENUE	26,119.00	315.00	326.00	1.25%	25,793.00
CREDIT CARD FEES	101,986.00	9,560.00	53,052.00	52.02%	48,934.00
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	2,373.00	2,373.00	4.17%	54,573.00
Total Revenues	9,663,670.00	714,797.00	4,711,270.00	48.75%	4,952,400.00
Transfers In	2,728,894.00	202,381.00	1,285,716.00	47.11%	1,443,178.00
Total Revenues and Transfers In	12,392,564.00	917,178.00	5,996,986.00	48.39%	6,395,578.00

Expenses

	2024-2025 Annual Budget	December Expenses	Year to Date Expenses	Year to Date Percentage of Budget	Budget Remaining
01.0-MANAGEMENT	990,500.00	83,244.00	486,746.00	49.14%	503,754.00
02.0-FINANCE	431,087.00	25,349.00	215,658.00	50.03%	215,429.00
03.0-MUNICIPAL COURT	616,560.00	39,353.00	249,224.00	40.42%	367,336.00
04.0-ENGINEERING	190,000.00	19,851.00	60,478.00	31.83%	129,522.00
05.0-POLICE	5,150,439.00	363,954.00	2,422,415.00	47.03%	2,728,024.00
06.0-FIRE	3,042,490.00	251,800.00	1,534,353.00	50.43%	1,508,137.00
07.0-COMMUNITY DEV	690,047.00	32,896.00	334,348.00	48.45%	355,699.00
08.1-PW ADMIN	172,822.00	12,340.00	79,266.00	45.87%	93,556.00
08.2-STREETS	809,362.00	72,034.00	397,388.00	49.10%	411,974.00
08.4-FLEET MAINT	109,159.00	11,938.00	71,069.00	65.11%	38,090.00
08.5-PARKS	578,434.00	30,760.00	232,705.00	40.23%	345,729.00
98.0-CONTINGENCY	470,000.00	0.00	0.00	0.00%	470,000.00
TOTAL EXPENDITURES	13,250,900.00	943,519.00	6,083,650.00	45.91%	7,167,250.00
Transfers Out	66,000.00	0.00	0.00	0.00%	0.00
Total Expenses and Transfers Out	13,316,900.00	943,519.00	6,083,650.00	45.68%	7,167,250.00
Revenues over (under) expenses	-924,336.00	-26,341.00	-86,664.00	9.38%	-771,672.00

Bethany Public Works Authority
Statement of Revenues and Expenses
December 2024

Revenues

	2024-2025 Annual Budget	December Revenues	Year to Date Revenue	Year to Date Percentage of Budget	Budget Remaining
RESIDENTIAL PENALTY REVENUE	180,000.00	8,818.00	81,184.00	45.10%	98,816.00
COMMERCIAL PENALTY REVENUE	41,660.00	1,834.00	18,057.00	43.34%	23,603.00
SOLID WASTE REVENUE	2,993,614.00	247,460.00	1,499,206.00	50.08%	1,494,408.00
WATER REVENUE	5,603,550.00	324,995.00	2,548,354.00	45.48%	3,055,196.00
WATER TAP REVENUE	25,000.00	0.00	2,280.00	9.12%	22,720.00
SEWER REVENUE	4,085,728.00	333,869.00	2,046,244.00	50.08%	2,039,484.00
SEWER TAP REVENUE	1,000.00	0.00	150.00	15.00%	850.00
INTEREST INCOME	296,945.00	1,889.00	161,831.00	54.50%	135,114.00
LEASE REVENUE	175,000.00	12,511.00	95,524.00	54.59%	79,476.00
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	931,579.00	6,454,355.00	44.86%	7,932,142.00
Total Revenues and Transfers In	14,386,497.00	931,579.00	6,454,355.00	44.86%	7,932,142.00

Expenses

	2024-2025 Annual Budget	December Expenses	Year to Date Expenses	Year to Date Percentage of Budget	Budget Remaining
02.0-BPWA FINANCE	629,408.00	40,053.00	288,066.00	45.77%	341,342.00
08.1-BPWA ADMIN	188,833.00	13,389.00	87,016.00	46.08%	101,817.00
08.3-BPWA SANITATION	2,296,435.00	104,788.00	744,667.00	32.43%	1,551,768.00
08.4-BPWA FLEET MAINT	113,988.00	1,913.00	7,021.00	6.16%	106,967.00
12.0-BPWA WATER PLANT	2,066,485.00	169,482.00	966,677.00	46.78%	1,099,808.00
12.1-BPWA WATER LINE	2,069,203.00	20,446.00	298,018.00	14.40%	1,771,185.00
12.2-BPWA SEWER LINE	3,566,751.00	188,335.00	1,053,909.00	29.55%	2,512,842.00
97.0-DEBT SERVICE INTERST EXP	560,036.00	49,872.00	400,646.00	71.54%	159,390.00
98.0-CONTINGENCY	50,000.00	0.00	0.00	0.00%	50,000.00
99.0-TRANSFERS OUT	2,500,000.00	202,381.00	1,285,716.00	51.43%	1,214,284.00
Total Expenses and Transfers Out	14,041,139.00	790,659.00	5,131,736.00	36.55%	8,909,403.00
DEBT SERVICE PRINCIPAL	1,250,157.00	80,833.00	469,041.00	37.52%	781,116.00
Revenues over (under) Expenses/Debt Service	-904,799.00	60,087.00	853,578.00	-94.34%	-1,758,377.00

City of Bethany
Capital Improvement Fund
December 2024

Revenues

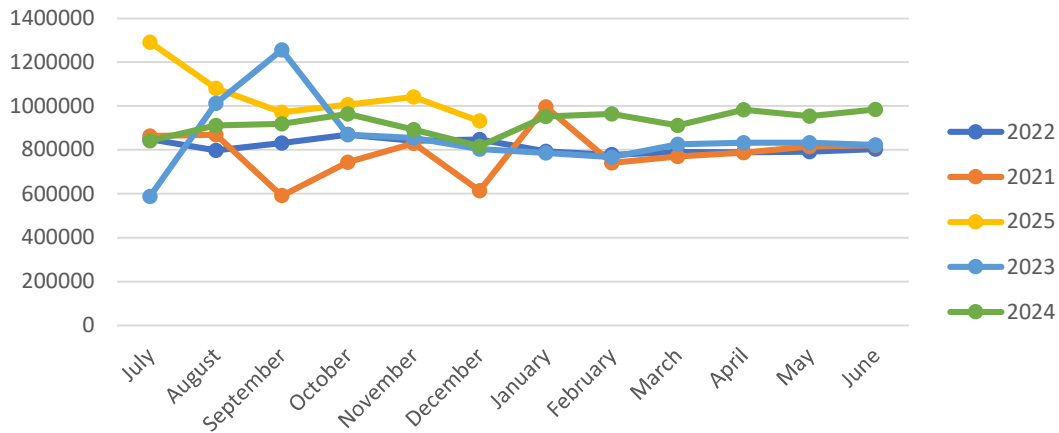
	2024-2025 Annual Budget	December Revenue	Year to Date Revenue	Year to Date Percentage of Budget	Budget Remaining
SALES TAX 17.5% DEDICATED	1,077,784.00	84,821.00	525,649.00	48.77%	552,135.00
INTEREST REVENUE	3,358.00	0.00	5,895.00	175.55%	-2,537.00
TRANSFER FROM GF	0.00	0.00	0.00	0.00%	0.00
MISCELLANEOUS REVENUE	0.00	0.00	1.00	0.00%	-1.00
GRANT REVENUE	2,009,161.00	0.00	0.00	0.00%	2,009,161.00
Total Revenue	3,090,303.00	84,821.00	531,545.00	17.20%	2,558,758.00

Expenses

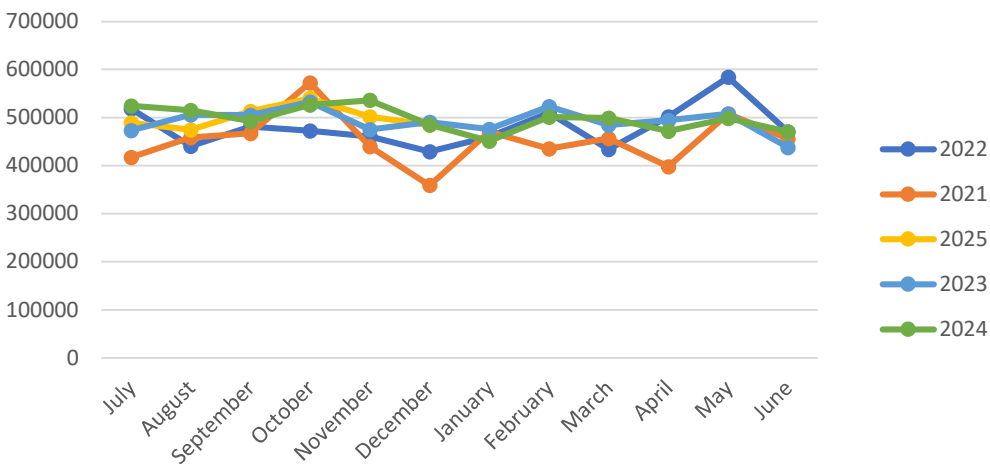
	2024-2025 Annual Budget	December Expenses	Year to Date Expenses	Year to Date Percentage of Budget	Budget Remaining
Capital Projects					
RIPPER PARK POOL	101,500.00	0.00	0.00	0.00%	101,500.00
CDBG GRANT MATCH	400,000.00	932.00	932.00	0.23%	399,068.00
31ST STREET LIFT STATION	79,061.00	3,330.00	11,218.00	0.00%	67,843.00
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	0.00	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
Total Capital Projects	3,353,904.00	4,262.00	281,845.00	8.40%	3,072,059.00

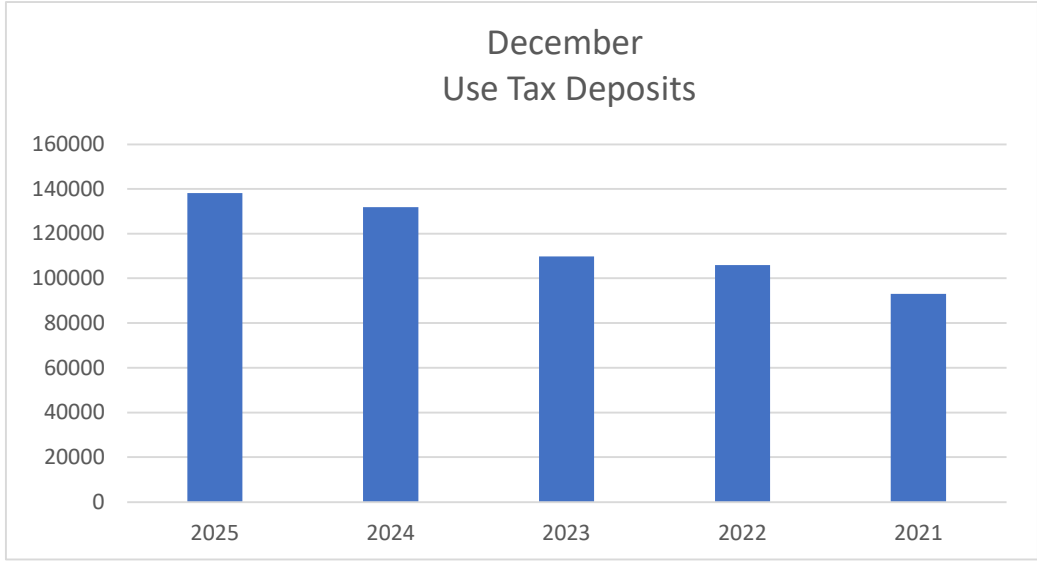
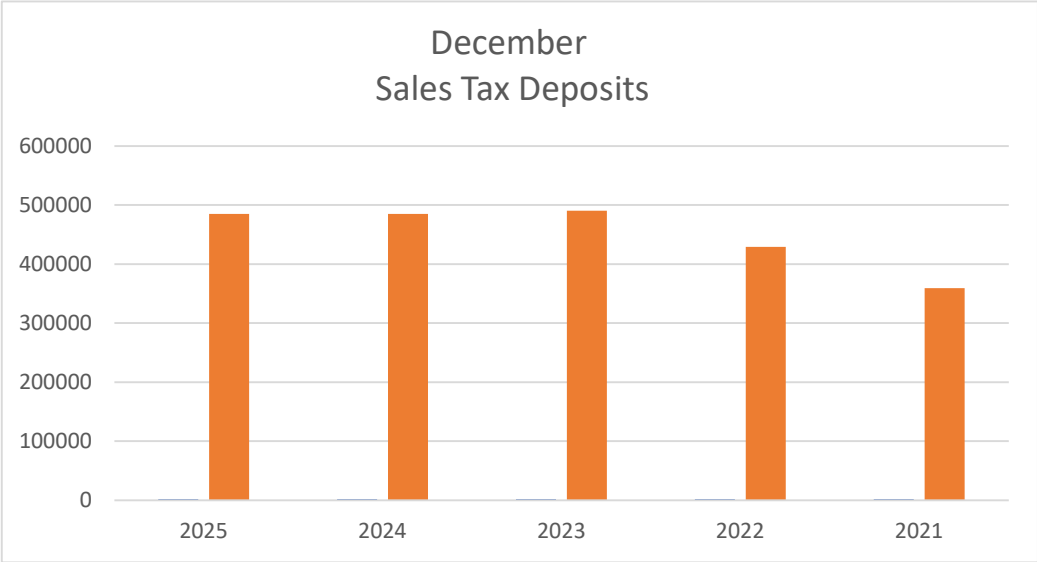
Revenues Over (under) Expenses	-263,601.00	80,559.00	249,700.00	-94.73%	-513,301.00
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Public Works Authority Monthly Income



Monthly Sales Tax Income





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

	BUDGET	ACTUAL	50.00% OF BUDGET
BEGINNING FUND BALANCE	\$673,521	\$673,521	
REVENUES	\$3,765,816	\$1,906,046	50.61%
EXPENDITURES	-\$3,365,816	-\$930,222	27.64%
REVENUES OVER (UNDER) EXPENDITURES	\$1,073,521	\$1,649,345	
TRANSFERS IN	\$0	\$0	
TRANSFERS OUT	\$0	\$0	
NET OTHER	\$0	\$0	
INCREASE (DECREASE) TO BEGINNING FUND BALANCE	\$400,000	\$975,824	
ENDING FUND BALANCE (BEFORE BUDGETED RESERVE)	\$1,073,521	\$1,649,345	
BUDGETED RESERVE	\$0	\$0	
ENDING FUND BALANCE	\$1,073,521	\$1,649,345	
ENDING BALANCE AS A PERCENTAGE OF ANNUAL REVENUES	28.51%	43.80%	

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, January 2, 2025, 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, JANUARY 7, 2025

6:30 P.M.

MEMBERS PRESENT:	Nikki Lloyd	Chairman
	Peter Plank	Vice-Chairman
	Steve Palmer	Trustee
	Brian Magirowsky	Trustee
	Chris Powell	Trustee
	Marilyn McPhail	Trustee
	Ken Smart	Trustee
	Kathy Larsen	Trustee
	Dale German	Trustee
MEMBERS ABSENT:	None	
OTHERS PRESENT:	Ray Jones	City Attorney
	Elizabeth Gray	City Manager
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	Steve Manek	TEIM Design
	(See Roster)	

Chairman Lloyd called the Bethany Public Works Authority meeting to order at 7:17 P.M.

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

- A. APPROVAL OF MINUTES FROM DECEMBER 17, 2024, REGULAR MEETING.**
- B. APPROVAL OF CLAIMS: THESE CLAIMS HAVE BEEN FOUND TO BE IN ORDER BY STAFF AND PROPER AS TO FORM AND PROCEDURE AND ARE RECOMMENDED FOR PAYMENT. A COPY OF THE CLAIMS.**

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

Palmer, McPhail, Magirowsky, Powell, Larsen, Smart, Plank, German. 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. 3 on the agenda was **ADJOURN UNTIL JANUARY 21, 2025**.

Chairman Lloyd adjourned the Bethany Public Works Authority meeting at 7:18 P.M. until January 21, 2025.

CHAIRMAN

SECRETARY

BETHANY PUBLIC WORKS AUTHORITY

From: Michael Vaughn, Finance Director
Date: January 16, 2025
Subject: Claims list for the 01/21/2025 Bethany Public Works Authority Meeting

BETHANY PUBLIC WORKS AUTHORITY

FUND	AMOUNT
Bethany Public Works Authority	\$ 509,041.57
TOTAL	\$ 509,041.57

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 116,544.37
Bethany Public Works Authority	\$ 509,041.57
Bethany Hospital Trust	\$ -
Bethany Development Authority	\$ -
TOTAL	\$ 625,585.94

RECOMMENDATION

1. Approve claims as presented.



P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A		NON-DEPARTMENTAL				
25-51512	10-3436	BANCFIRST	2013 REV. NOTE	1/2025	FEB. 2025	80,833.34
DEPARTMENT TOTAL:						80,833.34
DEPARTMENT: 02.0		FINANCE				
25-52537	10-005321	AMAZON CAPITAL SERVICES,	INTHERMAL REGISTER PAPER	1/2025	8418421	43.99
25-51290	10-005702	TPS TECHNICAL PROGRAMMING	WATER BILL PRINTING SVC	1/2025	119754	1,257.52
25-52491	10-1085	OKLAHOMA MUNICIPAL ASSURAN	CLIAIBILITY INS.	1/2025	FEB 2025	553.54
25-51173	10-1715	TYLER TECHNOLOGIES	ONLINE PAYMENTS	1/2025	025-491442	10,716.25
25-51289	10-1749	RK BLACK INC.	PRINTER CS	1/2025	IN1206705	24.82
DEPARTMENT TOTAL:						12,596.12
DEPARTMENT: 08.1		PUBLIC WORKS - ADMIN				
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES, INTERNET	1/2025	20241231	457.43
25-52491	10-1085	OKLAHOMA MUNICIPAL ASSURAN	CLIAIBILITY INS.	1/2025	FEB 2025	220.20
25-52369	10-3042	ACCURATE ENVIRONMENTAL	DECEMBER ODEQ TESTING/WTP	1/2025	GL19021	816.00
25-52530	10-3042	ACCURATE ENVIRONMENTAL	JANUARY ODEQ TESTING/WTP	1/2025	HA02024	816.00
DEPARTMENT TOTAL:						2,309.63
DEPARTMENT: 08.3		PUBLIC WORKS - SANIT				
25-52559	10-005321	AMAZON CAPITAL SERVICES,	INTAPE,GLOVES,DEICER	1/2025	114-5852206-284504	153.34
25-52563	10-005992	AEG PETROLEUM	DEF FLUID	1/2025	897560	278.60
25-51421	10-006081	CH&W COMMERCIAL TIRE, LLC	60 SANITATION RECAPS	1/2025	3-GS65704	1,600.00
25-52120	10-0202	WASTE CONNECTIONS, INC	2ND QUARTER ROLLOFF FEES	1/2025	3425619V013	3,118.90
25-52585	10-0225	GENUINE PARTS	OIL FILTERS, AIR FILTERS	1/2025	078123	225.25
25-52430	10-0812	J & R EQUIPMENT LLC	KICK BAR ON #99	1/2025	01W6371	3,631.06
25-52494	10-0812	J & R EQUIPMENT LLC	DX&POSSIBLEREPAIRUNIT#93	1/2025	01W6396	553.50
25-52583	10-0812	J & R EQUIPMENT LLC	TIPPER ARM FOR UNIT #98	1/2025	01P20821	734.12
25-52491	10-1085	OKLAHOMA MUNICIPAL ASSURAN	CLIAIBILITY INS.	1/2025	FEB 2025	5,227.42
25-52529	10-1622	WESTLAKE ACE HARDWARE	BLADE SCRAPER	1/2025	3504602	5.99
25-52565	10-4010	HARD HAT SAFETY & GLOVE	GLOVES & LINERS	1/2025	IN-0075653	294.00
25-52119	10-4012	WASTE CONNECTIONS, INC	2ND QUARTER LANDFILL FEES	1/2025	31824E012	27,179.27
25-52121	10-4208	OKLAHOMA CITY TREASURY	2ND QUARTER HAZARDOUSWAST	1/2025	101224	632.00
DEPARTMENT TOTAL:						43,633.45

FUND: 056- BETHANY PUBLIC WORKS AUTH

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08.4 PUBLIC WORKS - MAINT						
25-52491	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY INS.	1/2025	FEB 2025	127.47
DEPARTMENT TOTAL:						127.47
DEPARTMENT: 12.0 UTILITY - WATER PLANT						
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES, INTERNET	1/2025	20241231	674.01
25-52532	10-005321	AMAZON CAPITAL SERVICES,	INTRAFRIC BULBS & MOP BUCKE	1/2025	0426642	51.00
25-52566	10-006222	NANCY STINCHCOMB	WATER LEASE #10	1/2025	2025 LEASE #10	1,985.87
25-52296	10-0091	BRENNTAG SOUTHWEST INC	4200 GALS OF BLEACH	1/2025	BSW597431	9,364.72
25-51103	10-0696	HAYNES EQUIPMENT CO INC	CO2 SYSTEM	1/2025	INV8130602	363.53
25-52256	10-0696	HAYNES EQUIPMENT CO INC	DX&POSSIBLEREPAIRBOOSTER	1/2025	INV8130792	294.70
25-52542	10-1	KYLE ZIELINSKI	REFERRAL REWARD PROGRAM	1/2025	25-52542	100.00
25-52491	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY INS.	1/2025	FEB 2025	2,241.61
25-52608	10-1400	GLS FAMILY TRUST	WATER LEASE #2	1/2025	2025 LEASE #2	1,126.85
25-52593	10-1622	WESTLAKE ACE HARDWARE	PARTS FOR UTILITIES&WTP	1/2025	3504620	31.68
25-52317	10-1771	ADVENTURE OUT	PROPANE FOR WTP	1/2025	555689	101.53
25-52483	10-3487	AIRGAS USA, LLC	20 TONS OF CO2	1/2025	9156841632	6,353.09
25-52445	10-3919	MISSISSIPPI LIME	25 TONS OF LIME	1/2025	CD54292	9,961.88
25-52538	10-4352	MCBRIDE CLINIC	DRUG SCREEN	1/2025	45624	32.00
DEPARTMENT TOTAL:						32,682.47
DEPARTMENT: 12.1 UTILITY - WATER LINE						
25-51924	10-004654	OKLAHOMA TURNPIKE AUTHORITY	TOLL FEES	1/2025	27842082	1.55
25-52459	10-005005	BRONCO EQUIPMENT RENTAL &	SRENTAL FOR A MINI/JANUARY	1/2025	887414-0003	2,899.87
25-52559	10-005321	AMAZON CAPITAL SERVICES,	INTAPE,GLOVES,DEICER	1/2025	114-5852206-284504	29.37
25-52625	10-005321	AMAZON CAPITAL SERVICES,	INRUBBER MAT REPAIR KIT	1/2025	6977045	13.88
25-52563	10-005992	AEG PETROLEUM	DEF FLUID	1/2025	897560	7.96
25-52591	10-1066	OKLAHOMA CONTRACTOR'S SUPPL	4 INCH CLAIMS (2)	1/2025	0382980-IN	310.00
25-52491	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY INS.	1/2025	FEB 2025	2,122.30
25-52593	10-1622	WESTLAKE ACE HARDWARE	PARTS FOR UTILITIES&WTP	1/2025	3504616	73.92
25-51981	10-1880	OKLAHOMA ONE-CALL SYSTEM,	IOKIE 811	1/2025	2024M0267	4,528.82
25-52288	10-2557	CORE & MAIN LP	METER LID KEYS	1/2025	W077926	32.62
25-52408	10-2557	CORE & MAIN LP	ROUND SMART METER LIDS	1/2025	W152336	650.00
25-52617	10-3245	KRAPFF REYNOLDS CONST CO	46TH AND PENIEL EMERGENCY	1/2025	25008	19,140.00
DEPARTMENT TOTAL:						29,810.29

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 12.2 UTILITY - SEWER						
25-52572	10-004725	RUCKER ELECTRIC INCORPORATED	DX&POSSIBLE REPAIR 31ST&PEN	1/2025	014738	175.00
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES, INTERNET	1/2025	20241231	282.51
25-52559	10-005321	AMAZON CAPITAL SERVICES,	INTAPE, GLOVES, DEICER	1/2025	114-5852206-284504	29.37
25-52625	10-005321	AMAZON CAPITAL SERVICES,	INRUBBER MAT REPAIR KIT	1/2025	6977045	13.88
25-52355	10-005900	TEIM DESIGN GROUP, PLLC	30TH/WILBURN SEWER LINE	1/2025	13089	1,049.00
25-52491	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY INS.	1/2025	FEB 2025	3,107.12
25-51333	10-1785	BETHANY-WARR ACRES PWA	SEWER PROCESSING	1/2025	DEC. 2024	159,523.87
25-52441	10-3245	KRAPFF REYNOLDS CONST CO	46TH AND PENIEL SEWER	1/2025	25009	93,784.00
DEPARTMENT TOTAL:						257,964.75
DEPARTMENT: 97.0 DEBT SERVICE						
25-51512	10-3436	BANCFIRST	2013 REV. NOTE	1/2025	FEB. 2025	8,484.67
25-51890	10-3436	BANCFIRST	24-0012-L OWRB-BPWA	1/2025	FEB. 2025	40,599.38
DEPARTMENT TOTAL:						49,084.05
FUND TOTAL:						509,041.57

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BETHANY HOSPITAL TRUST MEETING

BETHANY CITY HALL

TUESDAY, JANUARY 7, 2025

6:30 P.M.

MEMBERS PRESENT:	Nikki Lloyd	Chairman
	Peter Plank	Vice-Chairman
	Steve Palmer	Trustee
	Dale German	Trustee
	Brian Magirowsky	Trustee
	Chris Powell	Trustee
	Marilyn McPhail	Trustee
	Ken Smart	Trustee
	Kathy Larsen	Trustee
MEMBERS ABSENT:	None	
OTHERS PRESENT:	Ray Jones	City Attorney
	Elizabeth Gray	City Manager
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	Steve Manek	TEIM Design
	(See Roster)	

Chairman Lloyd called the Bethany Hospital Trust meeting to order at 7:18 P.M.

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

- A. APPROVAL OF MINUTES FROM DECEMBER 17, 2024, REGULAR MEETING.**
- B. APPROVAL OF CLAIMS: THESE CLAIMS HAVE BEEN FOUND TO BE IN ORDER BY STAFF AND PROPER AS TO FORM AND PROCEDURE AND ARE RECOMMENDED FOR PAYMENT. A COPY OF THE CLAIMS.**

A motion was made by Trustee Smart, seconded by Council Member Larsen to approve the Consent Docket as presented. Yes votes: Larsen,

German, Plank, Palmer, Magirowsky, Lloyd, McPhail, 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 JANUARY 21, 2025.**

Chairman Lloyd adjourned the Bethany Hospital Trust meeting at 7:18 P.M. until January 21, 2025.

CHAIRMAN

SECRETARY

BETHANY HOSPITAL TRUST

From: Michael Vaughn, Finance Director
Date: January 16, 2025
Subject: Claims list for the 01/21/2025 Bethany Hospital Trust Meeting

BETHANY HOSPITAL TRUST

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

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 116,544.37
Bethany Public Works Authority	\$ 509,041.57
Bethany Hospital Trust	\$ -
Bethany Development Authority	\$ -
TOTAL	\$ 625,585.94

RECOMMENDATION

1. Approve claims as presented.



NOTICE: On Thursday, January 2, 2025, 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, JANUARY 7, 2025

6:30 P.M.

MEMBERS PRESENT: Nikki Lloyd Chairman
 Peter Plank Vice-Chairman
 Steve Palmer Trustee
 Dale German Trustee
 Brian Magirowsky Trustee
 Chris Powell Trustee
 Marilyn McPhail Trustee
 Ken Smart Trustee
 Kathy Larsen Trustee

MEMBERS ABSENT: None

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

Chairman Lloyd called the Bethany Development Authority meeting to order at 7:18 P.M.

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

- A. APPROVAL OF MINUTES FROM DECEMBER 17, 2024, REGULAR MEETING.**

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

A motion was made by Trustee Magirowsky, seconded by Trustee German to approve the Consent Docket as presented. Yes votes: Lloyd,

German, Plank, Palmer, Magirowsky, McPhail, Smart, Powell, 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. 3 on the agenda was **ADJOURN UNTIL JANUARY 21, 2025**.

Chairman Lloyd adjourned the Bethany Development Authority meeting at 7:19 P.M. until January 21, 2025.

CHAIRMAN

SECRETARY

BETHANY DEVELOPMENT AUTHORITY

From: Michael Vaughn, Finance Director
Date: January 16, 2025
Subject: Claims list for the 01/21/2025 Bethany Development Authority Meeting

BETHANY DEVELOPMENT AUTHORITY

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

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 116,544.37
Bethany Public Works Authority	\$ 509,041.57
Bethany Hospital Trust	\$ -
Bethany Development Authority	\$ -
TOTAL	\$ 625,585.94

RECOMMENDATION

1. Approve claims as presented.

