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On Thursday, February 13, 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](http://cityofbethany.org). The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

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# AGENDA

## BETHANY CITY COUNCIL

**TUESDAY, FEBRUARY 18, 2025**  
**6:30 P.M.**

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

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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.

### Oath of Office

1. Call to Order
2. Invocation and Flag Salute
3. Consent Docket:
  - A. Approval of Minutes from the February 4, 2025, 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 25-7.
4. 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.)*

5. Consideration and possible approval of Engineering Design Contract between the City of Bethany and TEIM Design for Sanitary Sewer Rehabilitation projects in the amount of \$1,039,371.00 contingent on approval of Oklahoma Water Resources Board CWSRF SFY 2026 Loan Forgiveness or as otherwise directed by the City 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 the purchase of a used 2022 Dodge Durango patrol vehicle from the Kansas Highway Patrol in the amount of \$35,450.00. *(Elizabeth Gray, City Manager)*
7. **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").*
8. City Attorney's Report.
9. City Manager's Report.
  - A. Financial Report.
10. Mayor and Council Members Comments and Suggestions.
11. Adjourn until March 4, 2025.

## **BETHANY PUBLIC WORKS AUTHORITY**

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1. Consent Docket:
  - A. Approval of Minutes from the February 4, 2025, Regular Meeting.
  - B. Approval of Claims: These claims have been found to be in order by staff and proper as to form and procedure and are recommended for payment. A copy of the Claims List is included in the agenda packet.
2. Consideration and possible adoption of Resolution No. 1712, a resolution agreeing to file application with the Oklahoma Water Resources Board (the "OWRB") for financial assistance through the Clean Water State Revolving Fund Loan Program (Loan Forgiveness Program), with the loan proceeds being for the purpose of funding sanitary sewer and stormwater systems improvements including, but not limited to,

engineering services; and containing other provisions related thereto. *(Elizabeth Gray, City Manager)*

3. Consideration and possible approval of Engineering Design Contract between the City of Bethany and TEIM Design for Sanitary Sewer Rehabilitation projects in the amount of \$1,039,371.00 contingent on approval of Oklahoma Water Resources Board CWSRF SFY 2026 Loan Forgiveness or as otherwise directed by the City and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
4. New Business *(As defined by the Oklahoma Open Meeting Act § 311 (A) (9) as “matters not known about or which could not have reasonably been foreseen prior to the time of posting the agenda”)*.
5. Adjourn until March 4, 2025.

## **BETHANY HOSPITAL TRUST**

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1. Consent Docket:
  - A. Approval of Minutes from the February 4, 2025, Regular Meeting.
  - B. Approval of Claims: These claims have been found to be in order by staff and proper as to form and procedure and are recommended for payment. A copy of the Claims List is included in the agenda packet.
2. New Business *(As defined by the Oklahoma Open Meeting Act § 311 (A) (9) as “matters not known about or which could not have reasonably been foreseen prior to the time of posting the agenda”)*.
3. Adjourn until March 4, 2025.

## **BETHANY DEVELOPMENT AUTHORITY**

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

1. Consent Docket:
  - A. Approval of Minutes from the February 4, 2025, Regular Meeting.
  - B. Approval of Claims: These claims have been found to be in order by staff and proper as to form and procedure and are recommended for payment. A copy of the Claims List is included in the agenda packet.
2. New Business *(As defined by the Oklahoma Open Meeting Act § 311 (A) (9) as “matters not known about or which could not have reasonably been foreseen prior to the time of posting the agenda”).*
3. Adjourn until March 4, 2025.

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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.)

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NOTICE: On Thursday, January 30, 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, FEBRUARY 4, 2025**

**6:30 P.M.**

<b>MEMBERS PRESENT:</b>	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

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

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

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

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

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

**ITEM NO. 3 CONSENT DOCKET:**

**A. APPROVAL OF MINUTES FROM THE JANUARY 21, 2025, REGULAR MEETING.**

- B. APPROVAL OF MINUTES FROM THE JANUARY 23, 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.**

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

**ITEM NO. 5** on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BETHANY, OKLAHOMA, APPROVING THE MAYOR'S APPOINTMENT OF JOAN JENKINSON TO THE BETHANY ECONOMIC DEVELOPMENT AUTHORITY TO SERVE THE REMAINING TERM OF RON TITUS EXPIRING ON JUNE 6, 2029. (NIKKI LLOYD, MAYOR)**

A motion was made by Council Member Magirowsky, seconded by Council Member Larsen to approve the mayor's appointment of Joan Jenkinson to the Bethany Economic Development Authority to serve the remaining term of Ron Titus expiring on June 6, 2029. Yes votes: Plank, German, Palmer, McPhail, Larsen, Magirowsky, Smart, Powell, Lloyd. No votes: None. Motion approved.

**ITEM NO. 11** on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL TO APPOINT KENNETH SCHELL AS THE CITY OF BETHANY'S REPRESENTATIVE TO THE METROPOLITAN LIBRARY COMMISSION TO FINISH SERVING THE CURRENT THREE-YEAR TERM EXPIRING JULY 31, 2026. (NIKKI LLOYD, MAYOR)**

A motion was made by Council Member Larsen, seconded by Vice-Mayor Plank to approve the appointment of Kenneth Schell as the City of Bethany's representative to the Metropolitan Library Commission to finish serving the current three-year term expiring July 31, 2026. Yes votes: German, Lloyd, Plank, Powell, Magirowsky, Larsen. No votes: Palmer, Smart, McPhail. Motion approved.

**ITEM NO. 4** 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.)**

**ITEM NO. 6** on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF ORDINANCE NO. 2070, AN ORDINANCE ADDING SECTION 50.12 TO THE BETHANY CODE OF ORDINANCES PROVIDING FOR THE REGULATION OF THE ESTIMATION OF UTILITY BILLING, NOTIFICATION TO CUSTOMERS OF ESTIMATIONS, AND PROVIDING FOR A CREDITING AND PAYMENT STRUCTURE ONCE ACTUAL READING OF USAGE IS MADE. (RAY JONES, CITY ATTORNEY)**

**A. PRESENTATION BY STAFF AND/OR INTERESTED PARTY.**

Attorney Ray Jones informed council that this was the draft ordinance that the council approved at the last meeting.

**B. CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 2070, ON READING BY TITLE ONLY.**

A motion was made by Council Member Palmer, seconded by Council Member McPhail to approve B and C of Ordinance No. 2070. Yes votes: McPhail, German, Lloyd, Plank, Larsen, Magirowsky, Palmer, Powell, Smart. No votes: None. Motion approved.

**C. MOTION TO APPROVE SECTIONS 1-2 OF ORDINANCE NO. 2070.**

**ITEM NO. 7** on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF ORDINANCE NO. 2071, AN ORDINANCE ADDING SECTION 50.13 TO THE BETHANY CODE OF ORDINANCES PROVIDING FOR AVERAGE MONTHLY BILLING, CRITERIA FOR PARTICIPATION, AND REMOVAL FROM AVERAGE MONTHLY BILLING FOR NONCOMPLIANCE WITH ORDINANCE. (RAY JONES, CITY ATTORNEY)**

**A. PRESENTATION BY STAFF AND/OR INTERESTED PARTY.**

Attorney Ray Jones gave an overview of the ordinance.

**B. CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 2071, ON READING BY TITLE ONLY.**

A motion was made by Council Member Palmer, seconded by Council Member Smart to approve B and C of Ordinance 2071. Yes votes: Powell, Larsen, Smart, Lloyd, McPhail, Plank, Palmer, German, Magirowsky. No votes: None. Motion approved.

**C. MOTION TO APPROVE SECTIONS 1-2 OF ORDINANCE NO. 2071.**

**ITEM NO. 8** on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF CONSTRUCTION CONTRACT WITH BREWER CONSTRUCTION OKLAHOMA, LLC FOR RIPPER PARK SWIMMING POOL RENOVATIONS PHASE 2B IN THE AMOUNT**

**OF \$99,897.00 AND AUTHORIZE THE MAYOR TO SIGN THE DOCUMENT ON BEHALF OF THE CITY OF BETHANY. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Council Member Magirowsky, seconded by Council Member German to approve a construction contract with Brewer Construction Oklahoma, LLC for Ripper Park Swimming Pool Renovation Phase 2B in the amount of \$99,897.00 and authorize the mayor to sign the document on behalf of the City of Bethany. Yes votes: Magirowsky, Smart, German, Plank, Lloyd, McPhail, Larsen, Palmer, Powell. No votes: None. Motion approved.

**ITEM NO. 9 on the agenda was the CONSIDERATION AND POSSIBLE APPROVAL TO RATIFY EMERGENCY REPAIR EXPENDITURES UTILIZING THE KRAPFF-REYNOLDS CONSTRUCTION CO. ON-CALL/EMERGENCY CONTRACT FOR WATERLINE AND SEWER LINE REPAIR SERVICES ON MUELLER AVENUE NEAR 39TH EXPRESSWAY IN BETHANY OKLAHOMA IN THE APPROXIMATE AMOUNT OF \$107,000.00. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Council Member Palmer, seconded by Council Member Smart to approve the ratification of emergency repair expenditures utilizing the Krapff-Reynolds Construction Co. on-call/emergency contract for waterline and sewer line repair services on Mueller Avenue near 39<sup>th</sup> Expressway in the approximate amount of \$107,000.00. Yes votes: Magirowsky, Plank, Smart, Lloyd, McPhail, Larsen, Palmer, German, Powell. No votes: None. Motion approved.

**ITEM NO. 10 on the agenda was CONSIDERATION AND POSSIBLE APPROVAL OF PERMISSION TO ADVERTISE FOR BIDS FOR THE OKLAHOMA COUNTY ARPA FUNDED 34TH STREET HEALTHY LIVING AND ACTIVE COMMUNITY PROJECT. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Council Member Magirowsky, seconded by Council Member Larsen to approve permission to advertise for bids for the Oklahoma County ARPA funded 34<sup>th</sup> Street Healthy Living and Active Community Project. Yes votes: Powell, Plank, Smart, Lloyd, Magirowsky, Palmer, German, McPhail, Larsen. No votes: None. Motion approved.

**ITEM NO. 12 on the agenda was PRESENTATION AND UPDATE BY TEIM DESIGN REGARDING FIRE HYDRANT AND VALVE REPLACEMENT. (ELIZABETH GRAY, CITY MANAGER)**

Steve Manek with TEIM Design gave a thorough report regarding fire hydrants and valve replacement project. The handout is attached as Exhibit A.

**ITEM NO. 13 on the agenda was the NEW BUSINESS (AS DEFINED BY THE OKLAHOMA OPEN MEETING ACT § 311 (A) (9) AS "MATTERS NOT KNOWN ABOUT OR WHICH COULD NOT HAVE REASONABLY BEEN FORESEEN PRIOR TO THE TIME OF POSTING THE AGENDA").**

None.

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

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

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

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

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

Each council member was given the opportunity to comment.

**ITEM NO. 17** on the agenda was **ADJOURN UNTIL FEBRUARY 18, 2025.**

Mayor Lloyd adjourned the Bethany City Council meeting at 7:29 P.M. until February 18, 2025.

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MAYOR

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CITY CLERK

EXHIBIT A

ET450-24_Hydrant Replacement Report_Top 12 Priority List								
Hydrant ID	Location	Year	Notes	Fire Chief Notes	Tom Notes	Closest Hydrant	As-Built Information	Status
1040	Bethany Mobile Home Park N	0		Fire Dept Chief Group 1. Failed flow test.	0 psi flow rate. 1 of 3 dead hydrants in Bethany Mobile Home Park	Closest Hydrant 1,129-FT Less Than 1,000 GPM	Map shows line belongs to City. Park has had numerous giant sinkholes. Line may have been damaged in past and capped. Area is part of old landfill for Warr Acres and Bethany.	To Be Replaced
1041	Bethany Mobile Home Park S	0		Fire Dept Chief Group 1. Failed flow test.	0 psi flow rate. 1 of 3 dead hydrants in Bethany Mobile Home Park	Closest Hydrant 921-FT Less Than 1,000 GPM	Map shows line belongs to City. Park has had numerous giant sinkholes. Line may have been damaged in past and capped. Area is part of old landfill for Warr Acres and Bethany.	To Be Replaced
1042	Douglas Cr & Peniel SE	0		Fire Dept Chief Group 1. Failed flow test.	0 psi flow rate. Only hydrant in Douglas Circle Mobile Home Park.	Closest Hydrant 406-FT Less Than 1,000 GPM		To Be Replaced
2009	8281 NW 39th Expwy	1960	Fire Dept Chief Group 1. Top 12 Hydrant Priority List. Out of Service.	Very loose, does not turn on at all.	May have broken coupling on center of stem. Map shows one valve shuts off entire line on north side of the Expressway. If no valve, single valve cut into the line would be sufficient. Hydrant is fed by a 16-inch line.	Closest Hydrant 213-FT Greater Than 1,500 GPM Hydrants to be tested: None	As-Built 6: On a 6-Inch line that is tied to a 16-Inch line. A shed near the hydrant is within 400-feet of other hydrants with over 1,500-GPM.	To Be Abandoned
2022	Patty Ln & Bridgeport SW	0	American Darling Hydrant, Out of service sign. Top 12 Hydrant Priority List. Out of Service.	Has operating watch gate valve to isolate the hydrant. It is a 5' hydrant. Can replace in-house in 1 work day.	Has a working watch gate valve	Closest Hydrant 421-FT Greater Than 1,500 GPM	As-Built 68: On a 6-Inch line that loops for the housing addition. Five houses would not have a fire hydrant within 400-feet.	Replaced
4001	NW 50th & Mueller SW	0	Top 12 Hydrant Priority List. Out of Service.		2-in line down this street. It is attached to the 4-in line that runs along Mueller North and south, it runs down the middle of Mueller 1-ft east of the Center line of the street. The only other source of water would be the 8-in on the north side of 50th St.	Closest Hydrant 355-FT Less Than 1,000 GPM	As-Built Index: On a 4-Inch line that loops. Two houses would not be entirely covered by a fire hydrant within 400-feet. Other and Out of Service Hydrants cover 13 houses in Hydrant 4001 area.	To Be Abandoned
4009	4901 Mueller	0	Fire Dept Chief Group 2. Top 12 Hydrant Priority List. Out of Service.	Stem bent and cracked; double lugger.	4-inch line, old hydrant, no watch valves in this area. 4-inch line in middle of the street. Old hydrant no watch valves in area. At 49th and Willow, should be extension of a 6-in water line down the street towards Mueller. Find where it stops, attach a new Hydrant to it if it's close enough to serve Mueller.	Closest Hydrant 427-FT Less Than 500 GPM	As-Built Index: On a 4-Inch line. There is no other hydrant within 400-feet.	To Be Replaced
4050	NW 40th & Hammond SW	0	Top 12 Hydrant Priority List. Out of Service.	Multiple valves in front of this hydrant and can isolate it with them if not slow the flow of water down enough to replace in house. This is a 3' hydrant and can be replaced in 1 work day.	This does not shut off. Fire hose valve on 2.5-inch opening.	Closest Hydrant 177-FT - Other Tested Hydrant 728-FT Less Than 1,000 GPM Hydrants to be tested: 4051 & 4049	As-Built 3: On a 6-Inch line that loops. All of the surrounding other hydrants. If other hydrants cannot produce adequate flow, 17 house and 7 businesses would not have a fire hydrant within 400 feet.	To Be Replaced
4054	NW 39th Exp & Redmond NE	0	Top 12 Hydrant Priority List. Out of Service.	No valve to isolate this hydrant. Have hydrants that are operational 100' North and 100' South of this hydrant. Might be easier to delete out of the system. If we cant shut the main down it would be better to out source this project.	Main hydrant is attached to is located under street. Faster to use a contractor to install line stop to replace hydrant. Excavating the street would require a large crew to do quickly.	Closest Hydrant 163-FT Less Than 1,000 GPM Hydrants to be tested: 4053, 4081, & 4055	As-Built 80: On a 6-Inch line that loops. Some of the surrounding other hydrants. If other hydrants cannot produce adequate flow, 8 buisnesses would not have a fire hydrant within 400-foot radius of Hydrant 4054.	To Be Replaced
4059	NW 39th Exp & Mueller NE	0	Top 12 Hydrant Priority List. Out of Service.		Enough room to excavate and install a line stop on this hydrant, could be capped properly. New hydrant could be tapped and installed into the 12-inch line running along 39th Expressway. There is also a new fire line within 20 feet of this spot that feeds a fire protection system inside the church.	Closest Hydrant 345-FT Less Than 1,500 GPM Hydrants to be tested: 4060, 4076, & 4077	As-Built 3: On a 6-Inch line tied to a 12-Inch line that loops. Many of the surrounding hydrants are other. If other hydrants cannot produce adequate flow, three buildings would not have a fire hydrant within 400-feet.	To Be Replaced
4064	4000 Asbury NW corner of Herrick	0	Fire Dept Chief Group 1. Top 12 Hydrant Priority List. Out of Service.	Leaking from multiple spots, very low flow.	Check water valves, if none, will need new ones installed. Main in the road 3-ft from curb. May be easier to cut the small line that leads to the hydrant and cap it there.	Closest Hydrant 189-FT Less Than 1,500 GPM Hydrants to be tested: 4076	As-Built Index: On a 6-Inch line that loops that has a couple of less than 1,500-gpm and less than 1,000-gpm hydrants that cover its 400-foot radius coverage area.	Removed
4119	4501 N Mueller	0			Out of Service. Needs to be repaired, line crew stated still broken.	Closest Hydrant 233-FT Less Than 1,500 GPM Hydrants to be tested: None		To Be Abandoned
5011	NW 30th & Downing Ct NE	0	No water flows. Top 12 Hydrant Priority List. Out of Service.	Hydrant has a good operating watch gate valve to isolate hydrant. It is a 4' hydrant. Can replace in-house in 1 work day.	Watch valve on hydrant did work, should be checked to see if it still works. If it does then its easy City crew fix.	Closest Hydrant 308-FT Less Than 1,000 GPM Hydrants to be tested: None	As-Built 49: On a 6-Inch line that deadends at a culdesac. Tees from an 8-Inch line. Hydrant 95-feet tees off 8-inch line to a 6-inch line.	To Be Replaced
6039	NW 33rd Ter. & Thompkins WS	0	Fire Dept Chief Group 5. Top 12 Hydrant Priority List. Out of Service.	Unknown reason, marked out of service for many years.	This hydrant should have watch valve in front of it. Check for leak and repair. Sure this valve works. Should be easy City crew repair.	Closest Hydrant 280-FT Less Than 1,000 GPM Hydrants to be tested: 6040	As-Built 76: On a 6-Inch line that deadends at a culdesac. Tees from an 6-Inch line. Other American Darling hydrant just to the east of the hydrant. Other hydrant covers 9 houses that would be in Hydrant 6039's, 400-foot area.	Replaced
8020	NW 29th and Glade	0	1960's era Hydrant			Closest Hydrant 250-FT Less Than 500 GPM	As-Built 39: On a 8-Inch line that loops.	Replaced

## BETHANY CITY COUNCIL

**From:** Michael Vaughn, Finance Director  
**Date:** February 13, 2025  
**Subject:** Claims list for the 02/18/2025 City Council Meeting

### GENERAL OPERATIONS FUND

FUND	AMOUNT
General Operations Fund	\$ 51,914.35
Public Safety Fund	\$ -
Capital Improvement Fund	\$ 5,000.00
2016 Library GO Bond	\$ 7,295.00
Federal Grant Fund	\$ 16,790.15
2022A GO Bond	\$ 185,893.15
Municipal Court Fund	\$ 8,064.97
<b>TOTAL</b>	<b>\$ 274,957.62</b>

### ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 274,957.62
Bethany Public Works Authority	\$ 633,295.83
Bethany Hospital Trust	\$ 35,486.00
Bethany Development Authority	\$ -
<b>TOTAL</b>	<b>\$ 943,739.45</b>

### RECOMMENDATION

1. Approve claims as presented.



P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A NON-DEPARTMENTAL						
25-52747	10-005216	PERDUE BRANDON FIELDER COLLJAN	2025 COLLECTION RPT	2/2025	JAN 2025-	1,554.80
DEPARTMENT TOTAL:						1,554.80
DEPARTMENT: 01.0 MANAGEMENT						
25-51169	10-004660	MOTHER NATURE'S INC.	PEST/GOPHER	2/2025	1518875	120.00
25-51091	10-005084	JAN-PRO CLEANING SYSTEMS	CITY HALL CLEANING	2/2025	145080	813.00
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES,INTERNET	2/2025	20250201	1,486.84
25-51287	10-005373	CARD SERVICES/P1	MICROSOFT BUSINESS 41	2/2025	E0300VCHXB	487.50
25-51288	10-005373	CARD SERVICES/P1	MICROSOFT AZURE 76 LICENS	2/2025	E0300VCF38	450.00
25-52404	10-005851	LYTLE, SOULE' & FELTY, P.C.	CITY ATTORNEY	2/2025	310309	5,000.00
25-51895	10-1530	THE TRIBUNE	ORD/RESOLUTION	2/2025	20250131	40.25
25-51357	10-2274	OZARKA WATER COMPANY	MONTHLY RENTAL/WATER	2/2025	CITYHALL -	7.45
25-51572	10-2448	MARGARET MCMORROW-LOVE	ATTORNEY SVC.	2/2025	20250203	1,828.70
25-51170	10-3196	IMAGENET CONSULTING, LLC	MANAGED IT	2/2025	INV1167625	8,297.50
25-52709	10-4207	OKLAHOMA DEPARTMENT OF LABO	HOT WATER HEATER INSPECT.	2/2025	20250305	100.00
25-51152	10-4310	AMERIFLEX	FSA ADMIN FEE	2/2025	INV821824	196.10
DEPARTMENT TOTAL:						18,827.34
DEPARTMENT: 02.0 FINANCE						
25-52764	10-005321	AMAZON CAPITAL SERVICES,	INTONER	2/2025	25-52764	23.49
25-51709	10-1715	TYLER TECHNOLOGIES	SMART METER INTERFACE	2/2025	025-495638	72.50
25-52816	10-1749	RK BLACK INC.	PRINTER	2/2025	IN1216203	10.70
DEPARTMENT TOTAL:						106.69
DEPARTMENT: 03.0 COURT						
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES,INTERNET	2/2025	20250201	474.65
25-51082	10-1749	RK BLACK INC.	MONTHLY COPIER MAINT	2/2025	14885	40.00
25-51081	10-2274	OZARKA WATER COMPANY	MONTHLY WATER	2/2025	COURT	32.89
25-51076	10-3342	JANI-KING OF OKLAHOMA, INC.	JANITORIAL MONTHLY	2/2025	OKC02250221	640.66
DEPARTMENT TOTAL:						1,188.20

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 05.0 POLICE						
25-52811	10-0003	ACOG	Yearly Usage	2/2025	20250205	1,679.00
25-51122	10-004660	MOTHER NATURE'S INC.	Monthly Pest Control	2/2025	1518874	60.00
25-51523	10-004789	TRADS, INC	TransUnion Usage Monthly	2/2025	234929-202501-1	143.60
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES,INTERNET	2/2025	20250201	2,093.45
25-52798	10-005180	DAVID J. FLENER	Reimbursement	2/2025	300103535	50.00
25-52717	10-005321	AMAZON CAPITAL SERVICES, IN	Office Supplies	2/2025	8393848	152.07
25-52760	10-005321	AMAZON CAPITAL SERVICES, IN	Evidence Room Supplies	2/2025	20250204	503.02
25-52763	10-005321	AMAZON CAPITAL SERVICES, IN	Investigations	2/2025	20250205	579.65
25-52783	10-005321	AMAZON CAPITAL SERVICES, IN	Scanner & Cork Boards	2/2025	0441068	229.98
25-52804	10-005321	AMAZON CAPITAL SERVICES, IN	Batteries	2/2025	20250211	59.95
25-52803	10-005632	OACP	Flener Membership	2/2025	20417	100.00
25-51155	10-005634	INNOVATIVE SECURITY OF OKLA	Monthly Monitoring Fee	2/2025	725331	22.95
25-51527	10-005850	ABC CLINIC	Spay & Neuter Monthly	2/2025	0053	350.00
25-51148	10-006044	HOUSE OF MODS LLC	Fleet Maintenance	2/2025	5632	1,079.96
25-52101	10-006070	ANGEL ARMOR, LLC	Plumb Swat Vest	2/2025	INV12134-NAS	2,839.00
25-52154	10-0225	GENUINE PARTS	Parts for City Garage	2/2025	078545	232.84
25-52615	10-0225	GENUINE PARTS	Parts for Fleet	2/2025	078548	361.48
25-52799	10-1	Miriam Silva	Tuition Reimbursement	2/2025	FALL	2,107.80
25-52800	10-1	Aaron Plumb	Tuition Reimbursement	2/2025	FALL PLUMB	2,810.40
25-51622	10-1551	UNITED ENGINES, LLC	Semi-Annual Inspections	2/2025	3012921	365.00
25-52725	10-1771	ADVENTURE OUT	20-009	2/2025	555713	85.00
25-52759	10-2123	HOME DEPOT CREDIT SVCS	Water	2/2025	004400/6064041	42.40
25-52602	10-2369	STAN'S PLUMBING INC	TOILET IN BOOKING	2/2025	24174	280.95
25-51372	10-2442	SUMNERONE, INC.	3 Copier Lease	2/2025	4192757	147.54
25-51142	10-3342	JANI-KING OF OKLAHOMA, INC.	PD Cleaning	2/2025	OKC02250105	1,924.66
25-52659	10-3926	BOB MOORE DODGE-CHRYSLER-JE	20-009 Diagnostic Repair	2/2025	173365	499.73
25-51374	10-4090	AT&T MOBILITY	Ethernet Line Monthly	2/2025	378336905	837.00
25-52709	10-4207	OKLAHOMA DEPARTMENT OF LABO	HOT WATER HEATER INSPECT.	2/2025	20250205	50.00
DEPARTMENT TOTAL:						19,687.43
DEPARTMENT: 06.0 FIRE						
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES,INTERNET	2/2025	20250201	1,017.36
25-51374	10-4090	AT&T MOBILITY	Ethernet Line Monthly	2/2025	378336905	836.99
25-52814	10-4090	AT&T MOBILITY	MOBILE DATA FOR IPADS	2/2025	DEC. - JAN 11	168.16
25-52709	10-4207	OKLAHOMA DEPARTMENT OF LABO	HOT WATER HEATER INSPECT.	2/2025	20250205	100.00
DEPARTMENT TOTAL:						2,122.51

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 07.0 COMMUNITY DEV						
25-52816	10-1749	RK BLACK INC.	PRINTER	2/2025	IN1216203	10.70
25-52756	10-4352	MCBRIDE CLINIC	DRUG SCREEN	2/2025	JAN 2025	32.00
DEPARTMENT TOTAL:						42.70
DEPARTMENT: 08.1 PUBLIC WORKS - ADMIN						
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES, INTERNET	2/2025	20250201	512.65
25-52737	10-005321	AMAZON CAPITAL SERVICES,	IN8MIL GLOVES, WATERPROOF GLO	2/2025	4548230	31.60
25-52709	10-4207	OKLAHOMA DEPARTMENT OF LABO	HOT WATER HEATER INSPECT.	2/2025	20250205	50.00
25-52756	10-4352	MCBRIDE CLINIC	DRUG SCREEN	2/2025	JAN 2025	32.00
DEPARTMENT TOTAL:						626.25
DEPARTMENT: 08.2 PUBLIC WORKS - STREETS						
25-51088	10-004688	TLS GROUP, INC.	MAINT AGREEMENT SIGNALIZATI	2/2025	0225-1807	480.00
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES, INTERNET	2/2025	20250201	452.53
25-52778	10-006180	CENTERLINE SUPPLY INC.	5 STOPS SIGNS	2/2025	ORD0134671	322.50
25-52769	10-0225	GENUINE PARTS	2- BATTERY UNIT #67	2/2025	080192	312.40
25-52708	10-0694	HASKELL LEMON CONST CO	ONE&1/2 TON OF ASPHALT	2/2025	12771	134.40
25-52736	10-0694	HASKELL LEMON CONST CO	2 TONS ASPHALT	2/2025	12811	124.80
25-52748	10-0694	HASKELL LEMON CONST CO	3 TONS OF ASPHALT	2/2025	12829	200.00
25-52789	10-0933	MAXWELL SUPPLY	CONCRETE SUPPLIES	2/2025	210460	81.56
25-52758	10-1329	SCHWARZ (BORAL) READY MIX	16 YARDS OF CONCRETE	2/2025	332161	2,768.00
25-52787	10-1622	WESTLAKE ACE HARDWARE	HAMMER, BULK FASTENERS	2/2025	3504668	22.53
25-52715	10-2123	HOME DEPOT CREDIT SVCS	4 LED STRIP LIGHTS	2/2025	029001/2021702	432.57
25-52709	10-4207	OKLAHOMA DEPARTMENT OF LABO	HOT WATER HEATER INSPECT.	2/2025	20250205	25.00
DEPARTMENT TOTAL:						5,356.29
DEPARTMENT: 08.5 PUBLIC WORKS - PARKS						
25-51747	10-0006	A WELDORS SUPPLY	WELDING TANK RENTAL	2/2025	270677	24.80
25-52750	10-004790	HARVEY JANITORIAL SALES	6 BOXES OF TRASH LINERS	2/2025	217111	309.36
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES, INTERNET	2/2025	20250201	29.26
25-52737	10-005321	AMAZON CAPITAL SERVICES,	IN8MIL GLOVES, WATERPROOF GLO	2/2025	4548230	119.24
25-52351	10-005628	OKLAHOMA CORRECTIONAL INDUS	DOG PARK BENCH	2/2025	120877	303.00
25-52637	10-005703	FLOOR-TECH JANITORIAL	PAPER TOWELS & TOILET PAPER	2/2025	6288	197.50
25-52793	10-0225	GENUINE PARTS	BATTERY	2/2025	076350	64.89
25-52721	10-0324	CENTRAL POWER EQUIP. INC	CARBORATOR 4 LEAF BLOWER	2/2025	351548	84.57
25-52726	10-2994	REX PLAYGROUND EQUIP	SWINGS ALL ABILITY PARK	2/2025	12660	71.52
25-52601	10-4179	BUDGET FLAG & BANNER	2-12 X 18 FLAGS	2/2025	31085	784.00
25-52751	10-4179	BUDGET FLAG & BANNER	4 5X8 USA FLAGS	2/2025	31084	332.00
25-52709	10-4207	OKLAHOMA DEPARTMENT OF LABO	HOT WATER HEATER INSPECT.	2/2025	20250205	50.00
25-52756	10-4352	MCBRIDE CLINIC	DRUG SCREEN	2/2025	JAN 2025	32.00
DEPARTMENT TOTAL:						2,402.14
FUND TOTAL:						51,914.35

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		PROJECTS >\$25,000				
25-51987	10-006067	PARKHILL	CDBG WATERLINE	2/2025	04284124.00-1	5,000.00
DEPARTMENT TOTAL:						5,000.00
FUND TOTAL:						5,000.00

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 99.0		NON-DEPARTMENTAL				
25-52722	10-006129	ES2, INC.	INSTALL LG CONTROLLERS	2/2025	PAY APP 1	7,295.00
DEPARTMENT TOTAL:						7,295.00
FUND TOTAL:						7,295.00

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
<hr/>						
DEPARTMENT: 42.0		Automated Meter Project				
25-51368	10-006108	SOUTHWEST WATER WORKS, LLC WATER METER AUTOMATION		2/2025	INVOICE 10	16,790.15
DEPARTMENT TOTAL:						16,790.15
FUND TOTAL:						16,790.15

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		Projects				
25-51410	10-006184	C4L, LLC	PROP 2-A ELDON LYON	2/2025	INVOICE 7	37,348.54
25-51413	10-006184	C4L, LLC	PROP 2D MACRORY	2/2025	INVOICE 7	29,982.00
25-51414	10-006184	C4L, LLC	PROP 2-F MENDENALL	2/2025	INVOICE 7	36,869.50
25-52037	10-006184	C4L, LLC	PROP 2B-RIPPER PARK	2/2025	INVOICE 7	29,982.00
25-52265	10-006184	C4L, LLC	ANIMAL SHELTER RENOVATION	2/2025	PAY APP 1	42,660.70
25-52823	10-006184	C4L, LLC	2-C GARRISON PARK	2/2025	INVOICE 7	9,050.41
DEPARTMENT TOTAL:						185,893.15
FUND TOTAL:						185,893.15

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A		NON-DEPARTMENTAL				
25-52743	10-1869	CLEET	JAN 2025 CLEET RPT	2/2025	JAN 2025	2,772.52
25-52744	10-1970	OSBI	JAN 2025 AFIS FEES	2/2025	JAN 25	2,715.50
25-52745	10-1970	OSBI	JAN 2025 FORENSIC RPT	2/2025	JANUARY 2025	2,546.95
25-52746	10-4235	OKLA BUREAU OF NARCOTICS	JAN 2025 OBN REPORT	2/2025	JAN 2025--	30.00
DEPARTMENT TOTAL:						8,064.97
FUND TOTAL:						8,064.97
GRAND TOTAL:						943,739.45

**CITY OF BETHANY**

From: Michael Vaughn, Finance Director  
Date: 2/18/2025  
Subject: Budget Amendment 25-7

BACKGROUND

In FY 2025, the Police Department applied for a SAFE grant to purchase 15 battalion shields. The grant was awarded in the amount of \$12,689.72 and we have received the funds.

Budget Amendment 25-7 recognizes the funds received and appropriates them for expenditure in this budget year.

RECOMMENDATION

1. Approve Budget Amendment 25-7(attached).

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

ADDITIONAL COMMENTS





# BETHANY POLICE DEPARTMENT

6714 NW 36<sup>TH</sup> STREET ♦ P.O. BOX 1340  
BETHANY, OKLAHOMA 73008  
PHONE: 405.789.2323 ♦ FAX: 405.789.5015

## OFFICE OF THE DEPUTY CHIEF

Deputy Chief Chad Meek

February 4, 2025

Elizabeth Gray, City Manager

cc: Michael Vaughn, Finance Director  
Bethany City Council

The Bethany Police Department applied for the 2025 SAFE Oklahoma Grant offered by the Office of the Attorney General. The application addressed the need to readily respond to and protect life in the event of mass casualty incidents such as school shootings. The Bethany Police Department identified various facilities that bring together large groups and could be targeted. To be properly equipped for efficient and swift response we asked what equipment could better serve the officers to provide a more favorable outcome to an incident and increase the survival of those involved.

We requested a package that included 30 personal ballistic shields and 30 breaching tool sets. These tools would be issued to each officer and be readily available daily in their assigned patrol units. This would ensure the ability to quickly respond to a critical event with tools to help expedite the protection of human life. As a result of our application, we were awarded \$12,689.72 for the purchase of 15 personal ballistic shields from RTS Tactical. This is a sole source purchase as SAFE Oklahoma grant requires the purchase from the provided vendor quote. As per the requirements of the grant we solicited quotes for the equipment we were requesting in the process. These shields were selected after review from our firearms instructors which included a 30-day trial test, to handle the shield and train with it.

These initial 15 shields will be spread out amongst officers in the department once purchased. We will continue to source future funding including applying for the 2026 SAFE Oklahoma Grant, to purchase the remaining 15 shields and 30 breaching tools sets.

**Agenda: 02/18/2025**

**Item: 5**

**BPWA Item: 3**

**BETHANY CITY COUNCIL  
BETHANY PUBLIC WORKS AUTHORITY**

**From:** Elizabeth Gray, City Manager  
**Date:** February 18, 2025  
**Subject:** Discussion and possible approval of Engineering Design Contract for Sanitary Sewer Rehabilitation projects with TEIM Design.

**BACKGROUND**

Sanitary Sewer projects have been identified in the Capital Improvement Plan. This proposed design contract is needed to apply for an Oklahoma Water Resources Board CWSRF SFY 2026 Loan forgiveness program, to garner the maximum points available under the loan forgiveness category. The design contract will only be initiated upon approval of the OWRB loan, or if directed by the City. Projects to be included in the design are:

- Priority 3 – Sanitary Sewer on N. Peniel from N.W. 32<sup>nd</sup> to N.W. 36<sup>th</sup>.
- Priority 4 – Sanitary Sewer on N. Peniel from N.W. 36<sup>th</sup> to N.W. 40<sup>th</sup>.
- Priority 5 – Sanitary Sewer on N. Peniel from N.W. 40<sup>th</sup> to N.W. 50<sup>th</sup>.
- Priority 6 – Sanitary Sewer on N. Peniel from N.W. 50<sup>th</sup> to the City Limits.
- Priority 7 – Sanitary Sewer on Beaver South of N.W. 39<sup>th</sup> Street to N.W. 41<sup>st</sup>, and from Beaver to Rockwell
- Priority 8 – Sanitary Sewer South of N.W. 41<sup>st</sup> from Beaver to Mueller, and North from Mueller to N.W. 41<sup>st</sup>.
- Priority 9 – Sanitary Sewer between N.W. 41<sup>st</sup> and N.W. 42<sup>nd</sup> from Beaver to Mueller, and a portion on N.W. 42<sup>nd</sup>.
- Priority 10 – Sanitary Sewer on N.W. 35<sup>th</sup> between Holloway and Mueller.

**RECOMMENDATION**

1. Approve Engineering Design Contract between the City of Bethany and TEIM Design for Sanitary Sewer Rehabilitation projects in the amount of \$1,039,371.00 contingent on approval of OWRB CWSRF SFY 2026 Loan Forgiveness or as otherwise directed by the City.



**ADDITIONAL COMMENTS**

If the forgivable loan is approved, the 25% match will be funded by the Stabilization Reserve Fund.

**CITY OF BETHANY, OKLAHOMA  
ENGINEERING CONTRACT**

This contract entered into between the City of Bethany, Oklahoma, hereinafter called the “City”; and TEIM Design, PLLC., 3020 NW 149<sup>th</sup> Street, Oklahoma City, Oklahoma, hereinafter called the “Engineer”. This \_\_\_\_\_ day of \_\_\_\_\_ 2025 for the purpose of providing engineering services and prepare contract documents for Sanitary Sewer Improvement Projects, hereinafter referred to as the PROJECTS;

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

This contract will only be initiated upon approval of the Oklahoma Water Resources Board CWSRF Loan forgiveness application for Engineering Services or if directed by the City to complete the design. The contract will be valid for up to 4 years, with renewal if needed, to complete design work identified in Exhibit “A”.

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

SECTION 1

A. BASIC SERVICES OF ENGINEER

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

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

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

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

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

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

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

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

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

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

7. Indemnity

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

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

9. Preliminary Design Phase

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

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

10. Final Design Phase

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

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

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

11. Advertising and Bidding Phase

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

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

12. Construction Phase

During the Construction Phase, the Engineer shall:

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

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

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

## SECTION 2

### CITY RESPONSIBILITIES

The City Shall:

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

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

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

### SECTION 3

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

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

IN WITNESS WHEREOF, this Contract was executed and approved by the Engineer this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

**TEIM DESIGN, PLLC.**

**ATTEST:**

STATE OF OKLAHOMA            ) \_\_\_\_\_  
  ) SS            President  
COUNTY OF OKLAHOMA        )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_ 2025,  
by Joe Davis, P.E., as President of TEIM Design, PLLC.

My Commission Expires/Commission Number: \_\_\_\_\_  
Notary Public

\_\_\_\_\_/\_\_\_\_\_ (Seal)

IN WITNESS WHEREOF, this Contract was approved and executed by the City of Bethany this  
\_\_\_\_\_ day of \_\_\_\_\_ 2025.

**THE CITY OF BETHANY**

**ATTEST:**

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

\_\_\_\_\_  
Mayor

**EXHIBIT “A”**  
**Scope of Services Services**

CITY OF BETHANY  
Sanitary Sewer Improvement Projects

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

- Priority 3  
Sanitary Sewer on N. Peniel from NW 32<sup>nd</sup> to NW 36<sup>th</sup>
- Priority 4  
Sanitary Sewer on N. Peniel from NW 36<sup>th</sup> to NW 40<sup>th</sup>
- Priority 5  
Sanitary Sewer on N. Peniel from NW 40<sup>th</sup> to NW 50<sup>th</sup>
- Priority 6  
Sanitary Sewer on N. Peniel from NW 50<sup>th</sup> to City Limits
- Priority 7  
Sanitary Sewer on Beaver south of 39<sup>th</sup> Street to NW 41<sup>st</sup> and from Beaver to Rockwell
- Priority 8  
Sanitary Sewer south of NW 41<sup>st</sup> from Beaver to Mueller and north from Mueller to NW 41<sup>st</sup>
- Priority 9  
Sanitary Sewer between NW 41<sup>st</sup> and NW 42<sup>nd</sup> from Beaver to Mueller and portion on NW 42<sup>nd</sup>
- Priority 10  
Sanitary Sewer on NW 35<sup>th</sup> between Holloway and Mueller

The total cost of Engineering Services for this work is \$1,039,371.00 lump sum.

Construction Inspection can be provided on an hourly basis not to exceed \$ 100,000 consistent with Exhibit “B”.

**EXHIBIT “B”**

**Compensation for Hourly Engineering Services & Payments**

**Compensation.**

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

<u>Personnel</u>	<u>Rate</u>
Principal	\$223.51
Senior Architect	\$190.55
Senior Engineer	\$190.55
Project Engineer	\$146.26
Structural Engineer	\$157.59
Engineer Intern	\$98.88
Traffic Engineer	\$183.34
Environmental Specialist	\$146.26
CADD Technician	\$111.24
Design Technician	\$149.35
Clerical/Admin	\$92.70
Construction Engineer	\$157.59
Construction Technician	\$105.06
Inspector	\$121.54
Senior Planner	\$167.89
Planner	\$123.60

**Payments.**

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

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

**EXHIBIT “C”  
EQUAL OPPORTUNITY CLAUSE**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **EXHIBIT “D”**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

See also § 200.471.

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

## BETHANY CITY COUNCIL

From: John Reid, Chief of Police

Date: February 11, 2025

Subject: Purchase of a 2022 Used Dodge Durango Patrol Vehicle

### BACKGROUND

The Police Department is continuing to update its vehicle fleet. This vehicle will be assigned to the Patrol Division of the police department. The vehicle will be purchased using the impound release funds. This will be the third vehicle purchased this year. We were approved for the purchase of 4 vehicles this budget year. This vehicle will be applied to the District Attorney's Council Grant received which will reimburse \$10,000 of the purchase for a marked patrol unit.

The used Dodge Durango will be a 2022 model with less than 50,000 miles. The vehicle will come with interior emergency lighting, siren system, Thunderstruck TVI Bumper, and gun locks. The cost of the 2022 Dodge Durango is \$35,450.00.

### RECOMMENDATION

1. Approve the purchase of a used 2022 Dodge Durango Patrol vehicle from the Kansas Highway Patrol as presented for \$35,450.00.

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

### ADDITIONAL COMMENTS

Additional quotes attached.

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

**PRODUCT/SERVICE:**

**Purchase of 2022 Dodge Durango under 50,000 miles, with emergency equipment to include push bars, interior lights, and gun locks**

VENDOR 1	VENDOR 2	VENDOR 3
<b>COMPANY NAME:</b> Kansas Highway Patrol	<b>COMPANY NAME:</b> Bob Howard Chrysler Jeep Dodge	<b>COMPANY NAME:</b> Jim Norton Toyota
<b>ADDRESS:</b> 930 NE Strait Ave. Topeka, KS. 66616	<b>ADDRESS:</b> 13252 Broadway Ext. OKC., OK 73114	<b>ADDRESS:</b> 8401 NW Expwy OKC., OK. 73162
<b>TELEPHONE NUMBER:</b> 785-296-8535	<b>TELEPHONE NUMBER:</b> 405-775-9593	<b>TELEPHONE NUMBER:</b> 405-443-3142
<b>CONTACT PERSON:</b> Larry Lewis	<b>CONTACT PERSON:</b> Online Sales	<b>CONTACT PERSON:</b> Online Sales
<b>TOTAL PURCHASE PRICE:</b> \$35,425.00 (with emergency equipment)	<b>TOTAL PURCHASE PRICE:</b> \$35,250 (no emergency equipment)	<b>TOTAL PURCHASE PRICE:</b> \$33,887 (no emergency equipment)
<b>DATE OF QUOTE:</b> 02-06-2025	<b>DATE OF QUOTE:</b> 02-11-2025	<b>DATE OF QUOTE:</b> 02-11-2025
<b>QUOTE OBTAINED BY:</b>  C. Meek	<b>QUOTE OBTAINED BY:</b>  C. Meek	<b>QUOTE OBTAINED BY:</b>  C. Meek

**AWARDED TO:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**APPROVED BY:** \_\_\_\_\_

# Kansas Highway Patrol

## Fleet Sales

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



# KANSAS HIGHWAY PATROL

Page 1 of 1

<b>Agency</b>	City of Bethany	<b>Invoice #:</b>	Temporary
<b>Address</b>	6700 NW 36th Street	<b>Date:</b>	2/6/2025
<b>City</b>	Bethany	<b>State</b>	OK
	<b>Zip</b>		73008
		<b>PO#:</b>	
		<b>Check #:</b>	
<b>Phone</b>	405-787-7651 Ext 202	<b>Email</b>	Cmeek@bethanypd.org
		<b>Attn:</b>	Deputy Chief Chad Meek

Model Year	Description	Unit #	Qty	Unit Price	Total
2022	Dodge Durango Pursuit AWD 5.7 8 spd AT Remote start, Uconnect 4 Bluetooth, heated power mirrors, spotlamp & automatic temp control	60903	1	\$33,250.00	\$33,250.00
	Used Thunderstruck TVI Bumper		1	\$925.00	\$925.00
	Used Interior Lights		1	\$600.00	\$600.00
	Used Siren System		1	\$400.00	\$400.00
	Used Gun Locks		2	\$125.00	\$250.00
	Color: Black VIN: 1C4SDJFT0NC192868 Mileage: Under 50000				
Page Total					\$35,425.00
Invoice Total					\$35,425.00

Purchasers Signature \_\_\_\_\_

Date \_\_\_\_\_

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

# Dodge Durango

Customer address  
Oklahoma City ▾



## 2022 Durango R/T

VIN: 1C4SDHCT7NC130803 Model: WDDS75 Stock: NC130803

at Bob Howard Chrysler Dodge Jeep Ram

White Knuckle Clearcoat  Black EPA Estimated: 14 City / 22 Hwy / 17 Avg \* 5.7L 8 Cylinder

Heated Leather Seats, Navigation, Third Row Seat, Premium Sound System, Back-Up Camera, Heated Rear S ... ▾

FINANCE **CASH**

**\$35,250\*** [Price Details](#)

Bob Howard Chrysler Dodge Jeep Ram Price (excl. fees)

Mileage: 38,503 mi.



CONTINUE

SHARE

## Your Payment Options

[Compare Payment Options](#)

Select the buying option that you are interested in.



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< Previous

Next >



View All

Recent Price Drop

+ Compare

Share

Save

### Used 2022 Dodge Durango R/T w/ Blacktop Package

KBB.com Consumer Vehicle Rating ★ 4.7 (219)

47,814 miles

5.7L 8-Cylinder Gas Engine

14 City / 22 Highway ⓘ

Db Black Clearcoat Exterior

Black Leather Seats

8-Speed Automatic Transmission

All wheel drive

My Wallet by Kelley Blue Book®



Chat

CREDIT & TERM



Very Good

BUDGET



Set a budget

DOWN PAYMENT



20%

TRADE-IN VALUE



Add a vehicle

## Build Your Offer

Powered by Kelley Blue Book®

Finance

**\$557/mo.**

Cash

**\$33,887**

Listing Price

\$33,887

Down Payment  
\$6,777

Est. Trade-In Value

Get My Kelley Blue Book® Value

Amount Owed on Trade-In

Get My Payoff Quote

Credit Rating  
Very Good (700-739)

Term  
60 mo.

Taxes & Fees

**Get Taxes & Fees**

### Estimated Payment

Confirm financing options with dealer.

**\$557** /mo.\*

Chat

Chase

**City of Bethany General Fund**  
**Statement of Revenues and Expense**  
**January 2025**

AGENDA: 02/18/2025  
ITEM: 9 (A)

**Revenues**

	<b>2024-2025 Annual Budget</b>	<b>January Revenues</b>	<b>Year to Date Revenue</b>	<b>Year to Date Percentage of Budget</b>	<b>Budget Remaining</b>
SALES TAX 82.5% DEDICATED	4,952,440.00	402,279.00	2,880,339.00	58.16%	2,072,101.00
USE TAX REVENUE	1,467,631.00	148,232.00	942,112.00	64.19%	525,519.00
HOTEL TAX REVENUE	57,113.00	13,865.00	39,908.00	69.88%	17,205.00
CABLE FRANCHISE TAX REVENUE	60,454.00	0.00	47,009.00	77.76%	13,445.00
PHONE FRANCHISE TAX REVENUE	77,083.00	1,752.00	5,742.00	7.45%	71,341.00
UTILITY FRANCHISE TAX REVENUE	883,630.00	60,120.00	411,731.00	46.60%	471,899.00
OCCUPATIONAL LICENSE REVENUE	50,345.00	2,160.00	25,651.00	50.95%	24,694.00
BUILDING PERMIT REVENUE	54,934.00	1,523.00	19,966.00	36.35%	34,968.00
INSPECTION PERMIT REVENUE	71,405.00	3,863.00	23,827.00	33.37%	47,578.00
ZONING PERMITS	1,050.00	0.00	782.00	74.48%	268.00
ANIMAL LICENSE REVENUE	1,000.00	27.00	220.00	22.00%	780.00
ABATEMENT REVENUE	8,000.00	1,306.00	10,518.00	131.48%	-2,518.00
MOTOR FUEL TAX REVENUE	37,354.00	2,923.00	36,049.00	96.51%	1,305.00
COMMERCIAL VEH TAX REVENUE	131,772.00	12,759.00	78,816.00	59.81%	52,956.00
CIGARETTE TAX REVENUE	38,671.00	2,611.00	5,586.00	14.44%	33,085.00
ALCOHOL BEVERAGE TAX REVENUE	53,832.00	4,278.00	33,293.00	61.85%	20,539.00
ACCOUNTING SERVICE REVENUE	26,400.00	2,200.00	13,200.00	50.00%	13,200.00
EMERGENCY MEDICAL CALL SVC FEE	280,831.00	23,653.00	165,115.00	58.80%	115,716.00
STORMWATER COMPLIANCE FEE	324,218.00	27,329.00	190,716.00	58.82%	133,502.00
CEMETARY LOT SALES REVENUE	11,880.00	0.00	0.00	0.00%	11,880.00
MINERAL RIGHTS & ROYALTIES REV	11,086.00	1,199.00	5,527.00	49.86%	5,559.00
POLICE FINES & COURT COST REV	641,844.00	54,014.00	380,895.00	59.34%	260,949.00
INTEREST INCOME	29,472.00	0.00	27,788.00	94.29%	1,684.00
MISCELLANEOUS REVENUE	84,452.00	1,531.00	94,585.00	112.00%	-10,133.00
REIMBURSEMENT REVENUE	26,119.00	166.00	492.00	1.88%	25,627.00
CREDIT CARD FEES	101,986.00	9,604.00	62,657.00	61.44%	39,329.00
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	3,908.00	6,280.00	11.03%	50,666.00
<b>Total Revenues</b>	<b>9,663,670.00</b>	<b>781,302.00</b>	<b>5,511,804.00</b>	<b>57.04%</b>	<b>4,151,866.00</b>
<b>Transfers In</b>	<b>2,728,894.00</b>	<b>202,381.00</b>	<b>1,488,096.00</b>	<b>54.53%</b>	<b>1,240,798.00</b>
<b>Total Revenues and Transfers In</b>	<b>12,392,564.00</b>	<b>983,683.00</b>	<b>6,999,900.00</b>	<b>56.48%</b>	<b>5,392,664.00</b>

**Expenses**

	<b>2024-2025 Annual Budget</b>	<b>January Expenses</b>	<b>Year to Date Expenses</b>	<b>Year to Date Percentage of Budget</b>	<b>Budget Remaining</b>
01.0-MANAGEMENT	990,500.00	73,731.00	560,477.00	56.59%	430,023.00
02.0-FINANCE	431,087.00	25,224.00	240,881.00	55.88%	190,206.00
03.0-MUNICIPAL COURT	616,560.00	40,687.00	289,911.00	47.02%	326,649.00
04.0-ENGINEERING	190,000.00	12,669.00	73,147.00	38.50%	116,853.00
05.0-POLICE	5,150,439.00	368,382.00	2,790,797.00	54.19%	2,359,642.00
06.0-FIRE	3,042,490.00	225,064.00	1,759,416.00	57.83%	1,283,074.00
07.0-COMMUNITY DEV	690,047.00	28,097.00	362,445.00	52.52%	327,602.00
08.1-PW ADMIN	172,822.00	13,454.00	92,720.00	53.65%	80,102.00
08.2-STREETS	879,362.00	56,837.00	454,225.00	51.65%	425,137.00
08.4-FLEET MAINT	109,159.00	11,480.00	82,549.00	75.62%	26,610.00
08.5-PARKS	578,434.00	36,376.00	269,081.00	46.52%	309,353.00
98.0-CONTINGENCY	470,000.00	0.00	0.00	0.00%	470,000.00
<b>TOTAL EXPENDITURES</b>	<b>13,320,900.00</b>	<b>892,001.00</b>	<b>6,975,649.00</b>	<b>52.37%</b>	<b>6,345,251.00</b>
<b>Transfers Out</b>	<b>66,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>0.00</b>
<b>Total Expenses and Transfers Out</b>	<b>13,386,900.00</b>	<b>892,001.00</b>	<b>6,975,649.00</b>	<b>52.11%</b>	<b>6,345,251.00</b>
<b>Revenues over (under) expenses</b>	<b>-994,336.00</b>	<b>91,682.00</b>	<b>24,251.00</b>	<b>-2.44%</b>	<b>-952,587.00</b>

**Bethany Public Works Authority**  
**Statement of Revenues and Expenses**  
**January 2025**

**Revenues**

	<b>2024-2025 Annual Budget</b>	<b>January Revenues</b>	<b>Year to Date Revenue</b>	<b>Year to Date Percentage of Budget</b>	<b>Budget Remaining</b>
RESIDENTIAL PENALTY REVENUE	180,000.00	19,423.00	100,793.00	56.00%	79,207.00
COMMERCIAL PENALTY REVENUE	41,660.00	3,017.00	21,074.00	50.59%	20,586.00
SOLID WASTE REVENUE	2,993,614.00	255,249.00	1,754,424.00	58.61%	1,239,190.00
WATER REVENUE	5,603,550.00	353,834.00	2,902,107.00	51.79%	2,701,443.00
WATER TAP REVENUE	25,000.00	375.00	2,655.00	10.62%	22,345.00
SEWER REVENUE	4,085,728.00	346,997.00	2,393,259.00	58.58%	1,692,469.00
SEWER TAP REVENUE	1,000.00	0.00	150.00	15.00%	850.00
INTEREST INCOME	296,945.00	0.00	179,466.00	60.44%	117,479.00
LEASE REVENUE	175,000.00	0.00	95,524.00	54.59%	79,476.00
SCRAP METAL REVENUE	0.00	41.00	1,727.00	0.00%	-1,727.00
GRANT REVENUE	984,000.00	0.00	0.00	0.00%	984,000.00
MISCELLANEOUS REVENUE	0.00	0.00	231.00	0.00%	-231.00
*** TOTAL REVENUE ***	14,386,497.00	978,936.00	7,451,410.00	51.79%	6,935,087.00
<b>Total Revenues and Transfers In</b>	14,386,497.00	978,936.00	7,451,410.00	51.79%	6,935,087.00

**Expenses**

	<b>2024-2025 Annual Budget</b>	<b>January Expenses</b>	<b>Year to Date Expenses</b>	<b>Year to Date Percentage of Budget</b>	<b>Budget Remaining</b>
02.0-BPWA FINANCE	629,408.00	45,432.00	333,499.00	52.99%	295,909.00
08.1-BPWA ADMIN	188,833.00	15,231.00	102,247.00	54.15%	86,586.00
08.3-BPWA SANITATION	2,296,435.00	129,580.00	874,247.00	38.07%	1,422,188.00
08.4-BPWA FLEET MAINT	113,988.00	1,384.00	8,405.00	7.37%	105,583.00
12.0-BPWA WATER PLANT	2,066,485.00	138,029.00	1,104,706.00	53.46%	961,779.00
12.1-BPWA WATER LINE	2,069,203.00	43,081.00	341,100.00	16.48%	1,728,103.00
12.2-BPWA SEWER LINE	3,566,751.00	296,244.00	1,350,152.00	37.85%	2,216,599.00
97.0-DEBT SERVICE INTERST EXP	560,036.00	49,084.00	449,730.00	80.30%	110,306.00
98.0-CONTINGENCY	50,000.00	0.00	0.00	0.00%	50,000.00
99.0-TRANSFERS OUT	2,400,000.00	202,381.00	1,488,096.00	62.00%	911,904.00
<b>Total Expenses and Transfers Out</b>	13,941,139.00	920,446.00	6,052,182.00	43.41%	7,888,957.00
<b>DEBT SERVICE PRINCIPAL</b>	1,250,157.00	80,833.00	549,874.00	43.98%	700,283.00
<b>Revenues over (under) Expenses/Debt Service</b>	-804,799.00	-22,343.00	849,354.00	-105.54%	-1,654,153.00

**City of Bethany**  
**Capital Improvement Fund**  
**January 2025**

**Revenues**

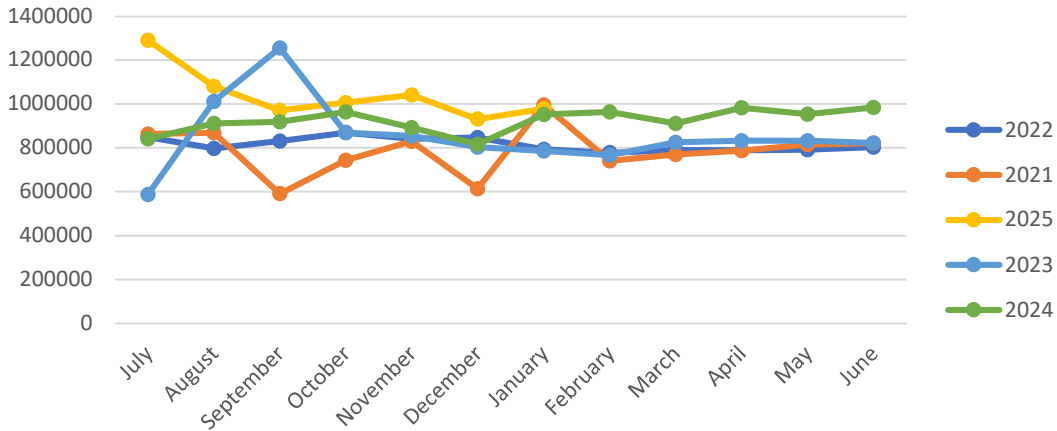
	<b>2024-2025 Annual Budget</b>	<b>January Revenue</b>	<b>Year to Date Revenue</b>	<b>Year to Date Percentage of Budget</b>	<b>Budget Remaining</b>
SALES TAX 17.5% DEDICATED	1,077,784.00	85,332.00	610,981.00	56.69%	466,803.00
INTEREST REVENUE	3,358.00	0.00	5,897.00	175.61%	-2,539.00
TRANSFER FROM GF	0.00	0.00	0.00	0.00%	0.00
MISCELLANEOUS REVENUE	0.00	0.00	1.00	0.00%	-1.00
GRANT REVENUE	2,009,161.00	0.00	0.00	0.00%	2,009,161.00
<b>Total Revenue</b>	<b>3,090,303.00</b>	<b>85,332.00</b>	<b>616,879.00</b>	<b>19.96%</b>	<b>2,473,424.00</b>

**Expenses**

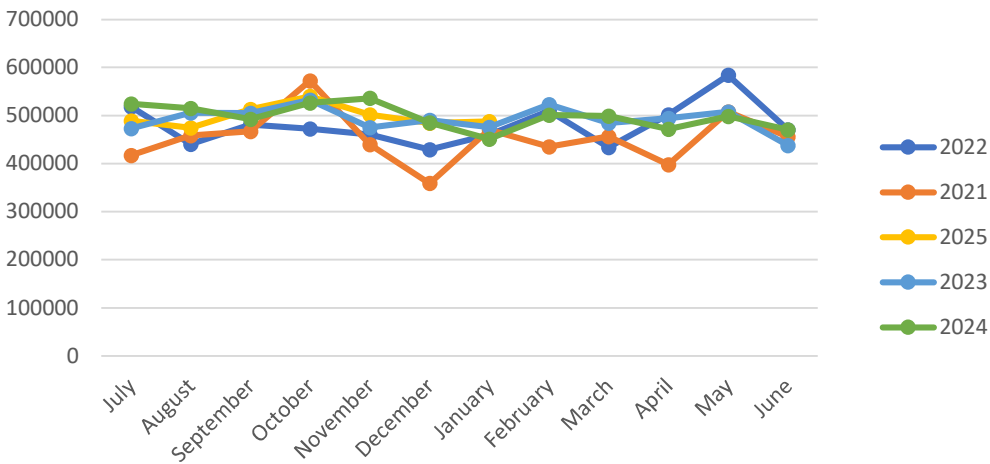
	<b>2024-2025 Annual Budget</b>	<b>January Expenses</b>	<b>Year to Date Expenses</b>	<b>Year to Date Percentage of Budget</b>	<b>Budget Remaining</b>
Capital Projects					
RIPPER PARK POOL	101,500.00	0.00	0.00	0.00%	101,500.00
CDBG GRANT MATCH	400,000.00	0.00	932.00	0.23%	399,068.00
31ST STREET LIFT STATION	79,061.00	0.00	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
<b>Total Capital Projects</b>	<b>3,353,904.00</b>	<b>0.00</b>	<b>281,845.00</b>	<b>8.40%</b>	<b>3,072,059.00</b>

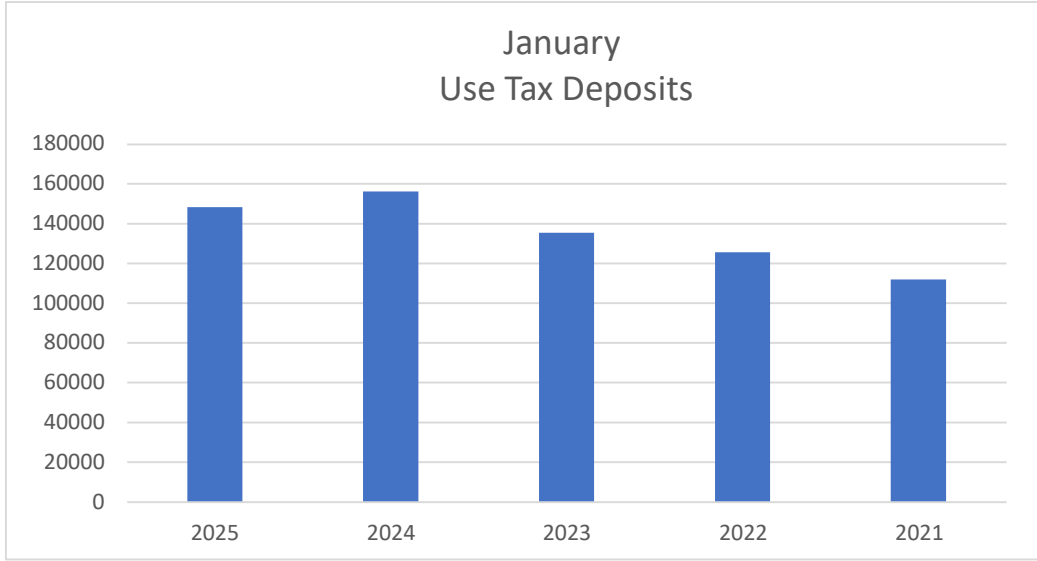
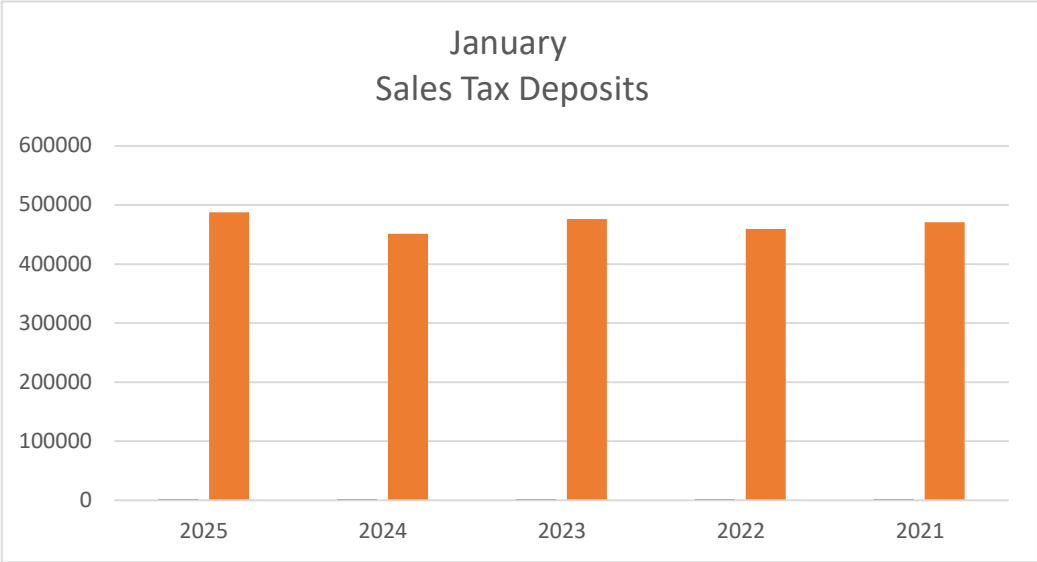
<b>Revenues Over (under) Expenses</b>	<b>-263,601.00</b>	<b>85,332.00</b>	<b>335,034.00</b>	<b>-127.10%</b>	<b>-598,635.00</b>
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### Public Works Authority Monthly Income



### Monthly Sales Tax Income





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

	BUDGET	ACTUAL	58.33% OF BUDGET
<b>BEGINNING FUND BALANCE</b>	<b>\$673,521</b>	<b>\$673,521</b>	
REVENUES	\$4,873,951	\$2,851,442	58.50%
EXPENDITURES	-\$3,429,025	-\$1,542,091	44.97%
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>\$2,118,447</b>	<b>\$1,982,872</b>	
TRANSFERS IN	\$0	\$0	
TRANSFERS OUT	\$0	\$0	
<b>NET OTHER</b>	<b>\$0</b>	<b>\$0</b>	
<b>INCREASE (DECREASE) TO BEGINNING FUND BALANCE</b>	<b>\$1,444,926</b>	<b>\$1,309,351</b>	
<b>ENDING FUND BALANCE (BEFORE BUDGETED RESERVE)</b>	<b>\$2,118,447</b>	<b>\$1,982,872</b>	
BUDGETED RESERVE	\$0	\$0	
<b>ENDING FUND BALANCE</b>	<b>\$2,118,447</b>	<b>\$1,982,872</b>	
<b>ENDING BALANCE AS A PERCENTAGE OF ANNUAL REVENUES</b>	<b>43.46%</b>	<b>40.68%</b>	

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

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

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

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

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

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

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

NOTICE: On Thursday, January 30, 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 PUBLIC WORKS AUTHORITY MEETING**

### **BETHANY CITY HALL**

**TUESDAY, FEBRUARY 4, 2025**

**6:30 P.M.**

<b>MEMBERS PRESENT:</b>	Nikki Lloyd	Chairman
	Peter Plank	Vice-Chairman
	Steve Palmer	Trustee
	Ken Smart	Trustee
	Brian Magirowsky	Trustee
	Chris Powell	Trustee
	Marilyn McPhail	Trustee
	Kathy Larsen	Trustee
	Dale German	Trustee
<b>MEMBERS ABSENT:</b>	None	
<b>OTHERS PRESENT:</b>	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	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 7:29 P.M.

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

- A. APPROVAL OF MINUTES FROM THE JANUARY 21, 2025, 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, Plank, German, Smart. No votes: None. Motion approved.

**ITEM NO. 2** on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF CONSTRUCTION CONTRACT WITH BREWER CONSTRUCTION OKLAHOMA, LLC FOR RIPPER PARK SWIMMING POOL RENOVATIONS PHASE 2B IN THE AMOUNT OF \$99,897.00 AND AUTHORIZE THE MAYOR TO SIGN THE DOCUMENT ON BEHALF OF THE CITY OF BETHANY. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Trustee Palmer, seconded by Trustee German to approve Item No. 2, 3 and 4. Yes votes: Magirowsky, Smart, German, Plank, Lloyd, McPhail, Larsen, Palmer, Powell. No votes: None. Motion approved.

**ITEM NO. 3** on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL TO RATIFY EMERGENCY REPAIR EXPENDITURES UTILIZING THE KRAPFF-REYNOLDS CONSTRUCTION CO. ON-CALL/EMERGENCY CONTRACT FOR WATERLINE AND SEWER LINE REPAIR SERVICES ON MUELLER AVENUE NEAR 39TH EXPRESSWAY IN BETHANY OKLAHOMA IN THE APPROXIMATE AMOUNT OF \$107,000.00. (ELIZABETH GRAY, CITY MANAGER)**

**ITEM NO. 4** on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF PERMISSION TO ADVERTISE FOR BIDS FOR THE OKLAHOMA COUNTY ARPA FUNDED 34TH STREET HEALTHY LIVING AND ACTIVE COMMUNITY PROJECT. (ELIZABETH GRAY, CITY MANAGER)**

**ITEM NO. 5** on the agenda **NEW BUSINESS (AS DEFINED BY THE OKLAHOMA OPEN MEETING ACT § 311 (A) (9) AS “MATTERS NOT KNOWN ABOUT OR WHICH COULD NOT HAVE REASONABLY BEEN FORESEEN PRIOR TO THE TIME OF POSTING THE AGENDA”)**.

None

**ITEM NO. 6** on the agenda was **ADJOURN UNTIL FEBRUARY 18, 2025.**

Chairman Lloyd adjourned the Bethany Public Works Authority meeting at 7:31 P.M. until February 18, 2025.

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CHAIRMAN

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SECRETARY

## BETHANY PUBLIC WORKS AUTHORITY

**From:** Michael Vaughn, Finance Director  
**Date:** February 13, 2025  
**Subject:** Claims list for the 02/18/2025 Bethany Public Works Authority Meeting

### BETHANY PUBLIC WORKS AUTHORITY

FUND	AMOUNT
Bethany Public Works Authority	\$ 633,295.83
<b>TOTAL</b>	<b>\$ 633,295.83</b>

### ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 274,957.62
Bethany Public Works Authority	\$ 633,295.83
Bethany Hospital Trust	\$ 35,486.00
Bethany Development Authority	\$ -
<b>TOTAL</b>	<b>\$ 943,739.45</b>

### 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	2/2025	MARCH 2025	80,833.32
25-52795	10-3436	BANCFIRST	ORF-05-0011-CW OWRB	2/2025	20250314	150,847.72
DEPARTMENT TOTAL:						231,681.04
DEPARTMENT: 02.0		FINANCE				
25-52764	10-005321	AMAZON CAPITAL SERVICES,	INTONER	2/2025	25-52764	47.98
25-51290	10-005702	TPS TECHNICAL PROGRAMMING	WATER BILL PRINTING SVC	2/2025	119972	2,457.17
25-51172	10-1715	TYLER TECHNOLOGIES	NOTIFICATION CALLS	2/2025	025-490929-	239.80
25-52816	10-1749	RK BLACK INC.	PRINTER	2/2025	IN1216203	21.41
DEPARTMENT TOTAL:						2,766.36
DEPARTMENT: 08.1		PUBLIC WORKS - ADMIN				
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES,INTERNET	2/2025	20250201	512.64
25-52530	10-3042	ACCURATE ENVIRONMENTAL	JANUARY ODEQ TESTING/WTP	2/2025	HA30022	408.00
DEPARTMENT TOTAL:						920.64
DEPARTMENT: 08.3		PUBLIC WORKS - SANIT				
25-52772	10-005321	AMAZON CAPITAL SERVICES,	IN6HANDPUMPS&LUCASOIL	2/2025	3359435	118.00
25-52728	10-005645	1.800.RADIATOR & A/C OF OK	RADIATOR FOR UNIT #89	2/2025	385594027	441.00
25-52740	10-0202	WASTE CONNECTIONS, INC	ROLL-OFFS/3RD QUARTER	2/2025	3441068V013	5,260.22
25-52735	10-0225	GENUINE PARTS	BELT & HOSES UNIT #89	2/2025	079801	15.34
25-52755	10-0812	J & R EQUIPMENT LLC	DX&POSSIBLEREPAIR#99	2/2025	01W6489	1,277.88
25-52729	10-1118	FLEETPRIDE	LIGHTS,4 SANITATION TRUCK	2/2025	123223947	178.08
25-52360	10-4012	WASTE CONNECTIONS,INC	FREELANDFILLDAYNOVEMBER	2/2025	31741	2,024.38
25-52738	10-4012	WASTE CONNECTIONS,INC	RESIDENTIAL/COMMERCIAL	2/2025	31910e012	23,927.07
25-52782	10-4012	WASTE CONNECTIONS,INC	JANUARY 2025	2/2025	31911	990.10
25-52741	10-4208	OKLAHOMA CITY TREASURY	HAZARDOUS/3RD QUARTER	2/2025	100125	395.00
DEPARTMENT TOTAL:						34,627.07
DEPARTMENT: 08.4		PUBLIC WORKS - MAINT				
25-52709	10-4207	OKLAHOMA DEPARTMENT OF LABO	HOT WATER HEATER INSPECT.	2/2025	20250205	25.00
DEPARTMENT TOTAL:						25.00

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 12.0 UTILITY - WATER PLANT						
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES, INTERNET	2/2025	20250201	673.63
25-52551	10-0091	BRENNTAG SOUTHWEST INC	4200 GALS OF BLEACH	2/2025	BSW603989	7,888.09
25-52409	10-1066	OKLAHOMA CONTRACTOR'S SUPPLSHOVLES AND METER KEYS		2/2025	0383208-IN	185.00
25-52357	10-1128	OK CITY WATER UTILITIES TRCROSSTIES		2/2025	11/27-12/31	14,611.66
25-52779	10-1622	WESTLAKE ACE HARDWARE	SUPERGLUE, LIGHTER, TUBE	2/2025	3504660	26.75
25-52794	10-1622	WESTLAKE ACE HARDWARE	ELBOW & COUPLE FOR WTP	2/2025	3504669	28.24
25-52654	10-3919	MISSISSIPPI LIME	25 TONS OF LIME	2/2025	cd63163	9,843.75
25-52709	10-4207	OKLAHOMA DEPARTMENT OF LABOHOT WATER HEATER INSPECT.		2/2025	20250205	100.00
DEPARTMENT TOTAL:						33,357.12
DEPARTMENT: 12.1 UTILITY - WATER LINE						
25-52631	10-005005	BRONCO EQUIPMENT RENTAL & SRENTALOFMINI&TRAILER		2/2025	887414-0004	2,899.87
25-52772	10-005321	AMAZON CAPITAL SERVICES, IN6HANDPUMPS&LUCASOIL		2/2025	3359435	189.12
25-52216	10-0225	GENUINE PARTS	STARTER FOR UNIT #FCO #3	2/2025	74249	65.26
25-52545	10-0225	GENUINE PARTS	WATER PUMP UNIT 30	2/2025	077694	134.02
25-52768	10-0225	GENUINE PARTS	WINDOW REGULATOR #64	2/2025	080169	38.94
25-52409	10-1066	OKLAHOMA CONTRACTOR'S SUPPLSHOVLES AND METER KEYS		2/2025	0383208-IN	185.00
25-52515	10-1066	OKLAHOMA CONTRACTOR'S SUPPLPARTS		2/2025	0383210-IN	8,000.00
25-52651	10-1066	OKLAHOMA CONTRACTOR'S SUPPLLEAK REPAIR 6811 NW 50TH		2/2025	0383209-IN	728.00
25-52754	10-1622	WESTLAKE ACE HARDWARE	50 FOOT CABLE@7612NW20TH	2/2025	3504653	83.40
25-52720	10-3245	KRAPFF REYNOLDS CONST CO	50TH AND WILLOW EMERGENCY	2/2025	25019	49,231.31
25-52756	10-4352	MCBRIDE CLINIC	DRUG SCREEN	2/2025	JAN 2025	32.00
DEPARTMENT TOTAL:						61,586.92
DEPARTMENT: 12.2 UTILITY - SEWER						
25-52681	10-004725	RUCKER ELECTRIC INCORPORATE31ST & PENIEL		2/2025	014805	320.00
25-52701	10-004725	RUCKER ELECTRIC INCORPORATE50TH & MCMILLIAN		2/2025	014849	517.50
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES, INTERNET	2/2025	20250201	282.51
25-52724	10-005321	AMAZON CAPITAL SERVICES, INFLASHLIGHTS/TOOLKIT		2/2025	8016224	188.81
25-52737	10-005321	AMAZON CAPITAL SERVICES, IN8MIL GLOVES, WATERPROOFGLO		2/2025	4548230	355.23
25-52723	10-005981	LUCKINBILL CONSTRUCTION CO.PUMP SEWER FROM MANHOLES		2/2025	W01251019-1	1,064.00
25-52216	10-0225	GENUINE PARTS	STARTER FOR UNIT #FCO #3	2/2025	74249	65.25
25-51333	10-1785	BETHANY-WARR ACRES PWA	SEWER PROCESSING	2/2025	JAN 2025	170,616.39
25-52644	10-2828	UNITED RENTALS (NORTH AMERIWINCH RENTAL		2/2025	243491459-001	716.00
25-52698	10-2828	UNITED RENTALS (NORTH AMERIBYPASSPUMPFOR31ST&PUMP		2/2025	243012401-001	3,831.14
25-52785	10-2828	UNITED RENTALS (NORTH AMERIBYPASS PUMP & LABOR		2/2025	243337685-001	9,830.27
25-52138	10-3434	W & W ELECTRIC MOTOR SVC	10HP SUBMERSIBLE PUMP	2/2025	3048	13,500.00
25-52731	10-3434	W & W ELECTRIC MOTOR SVC	REPAIR PUMP	2/2025	3049	975.00
25-52781	10-4343	ULINE, INC.	SAFETY HARNESS	2/2025	27861367	272.38
DEPARTMENT TOTAL:						202,534.48

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 97.0		DEBT SERVICE				
25-51512	10-3436	BANCFIRST	2013 REV. NOTE	2/2025	MARCH 2025	8,484.65
25-51890	10-3436	BANCFIRST	24-0012-L OWRB-BPWA	2/2025	MARCH 2025	40,599.46
25-52795	10-3436	BANCFIRST	ORF-05-0011-CW OWRB	2/2025	20250314	16,713.09
					DEPARTMENT TOTAL:	65,797.20
					FUND TOTAL:	633,295.83

**BETHANY PUBLIC WORKS AUTHORITY**

From: Elizabeth A. Gray, City Manager  
Date: February 13, 2025  
Subject: Consideration and possible approval of Resolution No. 1712, a resolution agreeing to file application with the Oklahoma Water Resources Board (the "OWRB") for financial assistance through the Clean Water State Revolving Fund Loan Program

BACKGROUND

The Bethany Public Works Authority has an opportunity to apply for a competitive forgivable loan through the Oklahoma Water Resources Board that will help address our sewer infrastructure. If the City of Bethany Public Works Authority's application for the forgivable loan (grant) is successful, the plan is to use the proceeds for Sanitary and stormwater improvements including but not limited to engineering and design services for numerous sewer projects that are needed in the City of Bethany. The Loan application will be for \$1,097,984 with 75 percent being forgiven at the completion of the project and the Bethany PWA matching 25 percent.

Financial consultants will be sending the application on or before March 15, 2025, and compete with other cities for these funds. If we are unsuccessful in receiving the principal forgiveness, the City of Bethany PWA will not proceed with the loan application.

RECOMMENDATION

1. Adopt Resolution No. 1712 as presented.



ADDITIONAL COMMENTS

If forgivable loan is approved, the match would come from the Stabilization Reserve Fund.

## RESOLUTION NO. 1712

A RESOLUTION AGREEING TO FILE APPLICATION WITH THE OKLAHOMA WATER RESOURCES BOARD (THE "OWRB") FOR FINANCIAL ASSISTANCE THROUGH THE CLEAN WATER STATE REVOLVING FUND LOAN PROGRAM (LOAN FORGIVENESS PROGRAM), WITH THE LOAN PROCEEDS BEING FOR THE PURPOSE OF FUNDING SANITARY SEWER AND STORMWATER SYSTEMS IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, ENGINEERING SERVICES; AND CONTAINING OTHER PROVISIONS RELATED THERETO

WHEREAS, The Bethany Public Works Authority (the "Authority") has under consideration the construction of certain sanitary sewer and stormwater systems improvements including, but not limited to, engineering services; and

WHEREAS, it is deemed desirable for the Authority to apply for funding of the aforesaid projects through the loan forgiveness program provided through the Oklahoma Water Resources Board for such purpose;

BE IT RESOLVED BY THE TRUSTEES OF THE BETHANY PUBLIC WORKS AUTHORITY:

Section 1. Application. The Authority shall file an Application(s) with the Oklahoma Water Resources Board seeking financial assistance through the Clean Water State Revolving Fund Loan Program Loan Forgiveness Program; and the Chairman or Vice Chairman and Secretary or Assistant Secretary of the Authority are hereby authorized to execute said Application(s) for and on behalf of the Authority. Municipal Finance Services, Inc. as financial advisor to the Authority and Johanning & Byrom, PLLC as bond counsel to the Authority, are hereby directed to prepare and file said Application with the Oklahoma Water Resources Board.

Section 2. Other Matters. The Chairman or Vice Chairman and Secretary or Assistant Secretary of the Authority are hereby authorized and directed to do all other lawful things necessary to carry out the terms and conditions of this Resolution.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF FEBRUARY, 2025.

THE BETHANY PUBLIC WORKS AUTHORITY

By \_\_\_\_\_  
Chairman

ATTEST: (Seal)

\_\_\_\_\_  
Secretary

I, the undersigned Secretary of The Bethany Public Works Authority, a public trust, hereby certify that the foregoing is a true, correct and complete copy of a Resolution adopted by the Trustees of the Authority at a meeting held on the date therein stated, as the same appears on file in my office as a part of the official records thereof.

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Secretary

(Seal)

NOTICE: On Thursday, January 30, 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 HOSPITAL TRUST MEETING**

### **BETHANY CITY HALL**

**TUESDAY, FEBRUARY 4, 2025**

**6:30 P.M.**

MEMBERS PRESENT:	Nikki Lloyd	Chairman
	Peter Plank	Vice-Chairman
	Ken Smart	Trustee
	Steve Palmer	Trustee
	Dale German	Trustee
	Brian Magirowsky	Trustee
	Chris Powell	Trustee
	Marilyn McPhail	Trustee
	Kathy Larsen	Trustee
MEMBERS ABSENT:	None	
OTHERS PRESENT:	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	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 7:31 P.M.

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

- A. APPROVAL OF MINUTES FROM JANUARY 21, 2025, REGULAR MEETING.**
- B. APPROVAL OF CLAIMS: THESE CLAIMS HAVE BEEN FOUND TO BE IN ORDER BY STAFF AND PROPER AS TO FORM AND PROCEDURE AND ARE RECOMMENDED FOR PAYMENT. A COPY OF THE CLAIMS.**

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

Smart, German, Plank, Palmer, Magirowsky, Lloyd, McPhail, Powell. No  
Votes: None. Motion passed.

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

None

**ITEM NO. 3** on the agenda was **ADJOURN UNTIL FEBRUARY 18, 2025**.

Chairman Lloyd adjourned the Bethany Hospital Trust meeting at 7:31 P.M. until February 18, 2025.

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CHAIRMAN

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SECRETARY

## BETHANY HOSPITAL TRUST

**From:** Michael Vaughn, Finance Director  
**Date:** February 13, 2025  
**Subject:** Claims list for the 02/18/2025 Bethany Hospital Trust Meeting

### BETHANY HOSPITAL TRUST

FUND	AMOUNT
Bethany Hospital Trust	\$ 35,486.00
<b>TOTAL</b>	<b>\$ 35,486.00</b>

### ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 274,957.62
Bethany Public Works Authority	\$ 633,295.83
Bethany Hospital Trust	\$ 35,486.00
Bethany Development Authority	\$ -
<b>TOTAL</b>	<b>\$ 943,739.45</b>

### RECOMMENDATION

1. Approve claims as presented.



P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
<hr/>						
DEPARTMENT: N/A		NON-DEPARTMENTAL				
25-52780	10-006233	UHS OF OKLAHOMA LLC	REFUND RENT PYMTS	2/2025	20250204	35,486.00
DEPARTMENT TOTAL:						35,486.00
FUND TOTAL:						35,486.00

NOTICE: On Thursday, January 30, 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, FEBRUARY 4, 2025**

**6:30 P.M.**

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

MEMBERS ABSENT:     None

OTHERS PRESENT:     Elizabeth Gray                             City Manager  
                                 Ray Jones                                 City Attorney  
                                 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 7:31 P.M.

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

- A.     APPROVAL OF MINUTES FROM JANUARY 21, 2025, 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 Vice-Chairman Plank, seconded by Trustee Smart to approve the Consent Docket as presented. Yes votes: Smart,

Lloyd, German, Plank, Palmer, Magirowsky, McPhail, 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 FEBRUARY 18, 2025**.

Chairman Lloyd adjourned the Bethany Development Authority meeting at 7:32 P.M. until February 18, 2025.

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CHAIRMAN

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SECRETARY

## BETHANY DEVELOPMENT AUTHORITY

**From:** Michael Vaughn, Finance Director  
**Date:** February 13, 2025  
**Subject:** Claims list for the 02/18/2025 Bethany Development Authority Meeting

### BETHANY DEVELOPMENT AUTHORITY

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

### ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 274,957.62
Bethany Public Works Authority	\$ 633,295.83
Bethany Hospital Trust	\$ 35,486.00
Bethany Development Authority	\$ -
<b>TOTAL</b>	<b>\$ 943,739.45</b>

### RECOMMENDATION

1. Approve claims as presented.

