
On Thursday, June 26, 2025, at or before 4:59 p.m., agenda was posted at the front doors of City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: cityofbethany.org. The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

AGENDA

BETHANY CITY COUNCIL

TUESDAY, JULY 1, 2025
6:30 P.M.

BETHANY CITY HALL
6700 NW 36TH ST
BETHANY, OKLAHOMA



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

1. Call to Order
2. Invocation and Flag Salute
3. Consent Docket:
 - A. Approval of Minutes from the June 17, 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. Public Improvement-Routine Item: Accept ODEQ Permit No. WL00005250491 for the construction of the ODOC Community Development Block Grant Waterline Replacement Project, Oklahoma County, Oklahoma.
 - D. Public Improvement-Routine Item: Accept improvements for the ARPA Water Meter Automation Improvement Project and place maintenance bond into effect.
 - E. Approval of FY 2026 Jail Services Agreement with the City of Yukon and authorize the mayor to sign the document on behalf of the City of Bethany.

- F. Approval of FY 2026 Fire Equipment Agreement with the Oklahoma County Board of Commissioners and authorize the mayor to sign the document on behalf of the City of Bethany.
- G. Approval of FY 2026 Jail Services Agreement with Oklahoma County Criminal Justice Authority and authorize the mayor to sign the document of behalf of the City of Bethany.
- H. Approval of Budget Amendment 26-01.
- I. Finding of proper notice and declaration of delinquency for sewer and sanitary services located at the following Oklahoma City addresses pursuant to Bethany Code of Ordinances 50.11 and possible request by City Clerk to remove item from consent docket for a public hearing:

5913 NW 82nd Cir
10213 Eastlake Dr
5900 Tiffany Circle

6020 Queens Gate
8721 Old Brompton Rd
11413 Springcreek Rd

- 4. Possible Public Hearing on items pulled from consent docket for declaration of delinquency for utility services. (Michael Vaughn, Finance Director)
 - A. Open the public hearing by majority vote.
 - B. Call to the interested party of the address(es) about termination of service.
 - C. Call to the public about termination of service.
 - D. Close the public hearing by majority vote.
 - E. Discussion and possible action on addresses pulled from Consent Docket.
- 5. Consideration and possible adoption of Resolution No. 1720, a resolution declaring certain utility customer accounts delinquent and authorizing the submittal of said accounts to Oklahoma City for termination of water service. (Michael Vaughn, Finance Director)
- 6. Public Comment - Any person wishing to address the Council during Public Comment shall give their name, address, and city of residence to the City Clerk for the records PRIOR to the start of the meeting. (Per Chapter 30 of the Bethany Code of Ordinances, there is a five-minute limit, and no action or discussion shall take place. All remarks shall be addressed to the Council as a body, and not to any member thereof.)
- 7. Consideration and possible approval of Amendment No. 1 to the Construction Contract with SAC Services, Inc. for the Oklahoma County ARPA funded 34th Street Healthy Living and Active Community Sidewalk and Meter Project in the deduct amount of \$2,305.55 and revised contract amount of \$75,805.45 and authorize the mayor to sign the document on behalf of the City of Bethany. (Elizabeth Gray, City Manager)

8. Public Improvement-Routine Item: Accept improvements for the Oklahoma County ARPA funded 34th Street Healthy Living and Active Community Sidewalk and Meter Project and place maintenance bond into effect. *(Elizabeth Gray, City Manager)*
9. Consideration and possible approval of Change Order No. 1 in the amount of \$3,791.00 and Amendment No.1 in the amount of \$71,445.94 to the Construction Contract with All Roads Paving, Inc for Pavement Improvement Project NW 30th from Rockwell to Peniel (G.O. Bond Proposition 1-E), Mueller from NW 44th to NW 50th (G.O. Bond Proposition 1-F) and Divis from NW 36th to NW 39th (G.O. Bond Proposition 1-G) for a new contract amount of \$1,592,370.39 and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
10. Consideration and possible approval of a request for permission to advertise for bids for the Bethany Fire Department Training Tower Proposed 6-inch Water Line Project. *(Elizabeth Gray, City Manager)*
11. Approve Engineering Design Contract between the City of Bethany and TEIM Design for design of the Granular Activated Carbon (GAC) Filter Upgrades and Modifications for Emerging Contaminants Project in the amount of \$225,000.00, applying for Loan Forgiveness when applicable, and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
12. Consideration and possible approval of an agreement between the City of Bethany and Oklahoma County Sheriff allowing the Oklahoma County SWAT Team to utilize long rifles owned by the City to provide higher levels of public safety for a term of five years and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
13. New Business *(As defined by the Oklahoma Open Meeting Act § 311 (A) (9) as “matters not known about or which could not have reasonably been foreseen prior to the time of posting the agenda”).*
14. City Attorney’s Report.
15. City Manager’s Report.
16. Mayor and Council Members Comments and Suggestions.
17. Adjourn until July 15, 2025.

BETHANY PUBLIC WORKS AUTHORITY

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2. Approve Engineering Design Contract between the City of Bethany and TEIM Design for design of the Granular Activated Carbon (GAC) Filter Upgrades and Modifications for Emerging Contaminants Project in the amount of \$225,000.00, applying for Loan Forgiveness when applicable, and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
3. New Business *(As defined by the Oklahoma Open Meeting Act § 311 (A) (9) as “matters not known about or which could not have reasonably been foreseen prior to the time of posting the agenda”).*
4. Adjourn until July 15, 2025.

BETHANY HOSPITAL TRUST

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3. Adjourn until July 15, 2025.

BETHANY DEVELOPMENT AUTHORITY

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3. Adjourn until July 15, 2025.

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

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BETHANY CITY COUNCIL MEETING

BETHANY CITY HALL

JUNE 17, 2025

6:30 P.M.

MEMBERS PRESENT:	Amanda Sandoval	Mayor
	Peter Plank	Vice-Mayor
	Ken Smart	Council Member
	Brian Magirowsky	Council Member
	Chris Powell	Council Member
	Kathy Larsen	Council Member
	Burt Falkner	Council Member
	Aja Triana	Council Member
	Chandra Ford	Council Member

MEMBERS ABSENT: None

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

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

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

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

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

ITEM NO. 3 CONSENT DOCKET:

- A. APPROVAL OF MINUTES FROM THE JUNE 3, 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.

A motion was made by Council Member Magirowsky, seconded by Council Member Smart to approve the Consent Docket. Yes votes: Larsen, Sandoval, Ford, Powell, Smart, Magirowsky, Triana, Falkner, Plank. No votes: None. Motion approved.

ITEM NO. 4 on the agenda PRESENTATION, CONSIDERATION AND POSSIBLE ACTION REGARDING STREET SIGNS AROUND THE BETHANY PUBLIC SCHOOLS CAMPUS. (ELIZABETH GRAY, CITY MANAGER)

A motion was made by Council Member Magirowsky, seconded by Council Member Smart to approve Bethany Schools to replace signs around the school area with a different color sign. Yes votes: Powell, Magirowsky, Plank, Falkner, Smart. No votes: Triana, Larsen, Ford, Sandoval. Motion approved.

ITEM NO. 5 on the agenda APPOINTMENT OF MUNICIPAL JUDGE PER ARTICLE V, SECTION 5-2 OF THE BETHANY CHARTER. (ELIZABETH GRAY, CITY MANAGER)

A motion was made by Council Member Larsen, seconded by Council Member Magirowsky to approve the appointment of Judge Himmler. Yes votes: Larsen, Ford, Smart, Triana, Falkner, Powell, Magirowsky, Plank, Sandoval. No votes: None. Motion approved.

ITEM NO. 6 on the agenda was PUBLIC COMMENT - ANY PERSON WISHING TO ADDRESS THE COUNCIL DURING PUBLIC COMMENT SHALL GIVE THEIR NAME, ADDRESS, AND CITY OF RESIDENCE TO THE CITY CLERK FOR THE RECORDS PRIOR TO THE START OF THE MEETING. (PER CHAPTER 30 OF THE BETHANY CODE OF ORDINANCES, THERE IS A FIVE-MINUTE LIMIT, AND NO ACTION OR DISCUSSION SHALL TAKE PLACE. ALL REMARKS SHALL BE ADDRESSED TO THE COUNCIL AS A BODY, AND NOT TO ANY MEMBER THEREOF.)

None

ITEM NO. 7 on the agenda was CONSIDERATION AND POSSIBLE ADOPTION OF RESOLUTION NO. 1718, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BETHANY, OKLAHOMA, APPROVING THE MAYOR'S RE-APPOINTMENT OF LISA LOOPER TO THE BETHANY ECONOMIC DEVELOPMENT AUTHORITY FOR A TERM EXPIRING JUNE 6, 2030. (AMANDA SANDOVAL, MAYOR)

A motion was made by Council Member Magirowsky, seconded by Council Member Ford to approve Resolution No. 1718. Yes votes: Smart, Larsen, Magirowsky, Plank, Triana, Powell, Falkner, Ford, Sandoval. No votes: None. Motion approved.

ITEM NO. 8 on the agenda **CONSIDERATION AND POSSIBLE APPROVAL OF OKLAHOMA MUNICIPAL ASSURANCE GROUP (OMAG) WORKERS' COMPENSATION PLAN FOR FY 2026 AND DIRECTION ON WHETHER TO APPLY ESCROW BALANCE OF \$4,903.00 TOWARDS THE 2025-2026 RENEWAL PREMIUM. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Council Member Larsen, seconded by Council Member Magirowsky to approve to apply the escrow balance of \$4,903.00 towards the 2025-2026 renewal premium. Yes votes: Magirowsky, Smart, Powell, Ford, Plank, Larsen, Sandoval, Triana, Falkner. No votes: None. Motion approved.

ITEM NO. 9 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF AMENDMENT NO. 6 TO THE CONTRACT WITH SOUTHWEST WATER WORKS, LLC, FOR THE ARPA WATER METER AUTOMATION IMPROVEMENTS IN THE AMOUNT OF \$5,435.23 FOR A NEW CONTRACT PRICE OF \$2,462,999.96 AND AUTHORIZE THE MAYOR TO SIGN THE DOCUMENT ON BEHALF OF THE CITY OF BETHANY. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Council member Larsen, seconded by Council Member Ford to approve Amendment No. 6 to the contract with Southwest Water Works, LLC, for the ARPA Water Meter Automation Improvements in the amount of \$5,435.23 for a new contract price of \$2,462,999.96 and authorize the mayor to sign the document on behalf of the City of Bethany. Yes votes: Powell, Triana, Falkner, Ford, Magirowsky, Smart, Sandoval, Plank, Larsen. No votes: None. Motion approved.

ITEM NO. 10 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF CHANGE ORDER NO. 3 TO THE CONSTRUCTION CONTRACT WITH DIVERSIFIED CONSTRUCTION FOR THE ARPA WELL FIELD REHABILITATION IMPROVEMENTS PROJECT IN THE AMOUNT OF \$46,520.00 AND AUTHORIZE THE MAYOR TO SIGN THE DOCUMENT ON BEHALF OF THE CITY OF BETHANY. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Council Member Larsen, seconded by Council Member Magirowsky to approve Change Order #3 to the construction contract with Diversified Project in the amount of \$46,520.00 and authorize the mayor to sign the document on behalf of the City of Bethany. Yes votes: Sandoval, Ford, Triana, Plank, Powell, Falkner, Larsen, Magirowsky, Smart. No votes: None. Motion approved.

ITEM NO. 11 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL TO PURCHASE A NEW INTERNATIONAL CV515 TRUCK WITH DUMP BED, SNOW-PLOW, AND SAND SPREADER FROM INDUSTRIAL TRUCK EQUIPMENT INC. IN OKLAHOMA CITY FOR THE AMOUNT OF \$189,469.00. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Council Member Magirowsky, seconded by Council Member Larsen to approve the purchase of a new International CV515 truck with dump bed,

snowplow, and sand spreader from Industrial Truck Equipment, Inc. Yes votes: Magirowsky, Sandoval, Ford, Smart, Powell, Plank, Larsen, Triana, Falkner. No votes: None. Motion approved.

ITEM NO. 12 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL TO PURCHASE A NEW 2025 FORD F250 CREW CAB 4WD VANCE COUNTRY FORD IN GUTHRIE, OKLAHOMA FOR THE AMOUNT OF \$51,311.00. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Council Member Magirowsky, seconded by Council Member Larsen to approve the purchase of a new 2025 Ford F250 Crew Cab 4wd to be purchased from Vance Country Ford in Guthrie, Oklahoma for the amount of \$51,311.00. Yes votes: Falkner, Ford, Larsen, Triana, Magirowsky, Plank, Smart, Powell, Sandoval. No votes: None. Motion approved.

ITEM NO. 13 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF ORDINANCE NO. 2077, AN ORDINANCE AMENDING TITLE 11 OF THE BETHANY CODE OF ORDINANCES, PERTAINING TO MOBILE FOOD SERVICES; PROVIDING FOR RULES AND REGULATIONS OF SUCH SERVICES; REQUIRING A CITY PERMIT FOR CERTAIN OPERATIONS; PROVIDING FOR REPEALER AND SEVERABILITY; AND DECLARING AN EFFECTIVE DATE. (RAY JONES, CITY ATTORNEY)**

A. PRESENTATION BY STAFF AND/OR INTERESTED PARTY.

Attorney Ray Jones explained the ordinance and that it would not become effective until November 1, 2025.

B. CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 2077, ON READING BY TITLE ONLY.

A motion was made by Council Member Smart, seconded by Council Member Larsen to approve Ordinance No. 2077, on reading by title only. Yes votes: Smart, Sandoval, Larsen, Falkner, Magirowsky, Powell, Triana, Plank, Ford. No votes: None. Motion approved.

C. MOTION TO APPROVE SECTIONS 1-4 OF ORDINANCE NO. 2077.

A motion was made by Council Member Magirowsky, seconded by Council Member Triana to approve Section 1-4 of Ordinance No. 2077. Yes votes: Triana, Sandoval, Larsen, Falkner, Magirowsky, Powell, Smart, Plank, Ford. No votes: None. Motion approved.

ITEM NO. 14 on the agenda was **CONSIDERATION AND POSSIBLE ADOPTION OF RESOLUTION NO. 1719, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BETHANY, OKLAHOMA, APPROVING THE FISCAL YEAR 2026 MANUAL OF FEES,**

WHICH ESTABLISHES THE FEES AND COSTS CHARGED BY THE CITY OF BETHANY, OKLAHOMA; AUTHORIZING PERIODIC ADJUSTMENT AS NECESSARY BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE OF JULY 1, 2025. (ELIZABETH GRAY, CITY MANAGER)

A motion was made by Council Member Magirowsky, seconded by Council Member Larsen to approve Resolution No. 1719. Yes votes: Triana, Sandoval, Larsen, Falkner, Magirowsky, Powell, Smart, Plank, Ford. No votes: None. Motion approved.

ITEM NO. 15 on the agenda was EXECUTIVE SESSION PURSUANT TO 25 O.S. § 307 (B) (1) TO DISCUSS THE APPOINTMENT OF THE CITY ATTORNEY.

A. ENTER EXECUTIVE SESSION

A motion was made by Council Member Magirowsky, seconded by Council Member Larsen to enter Executive Session at 6:57 p.m. Yes votes: Ford, Larsen, Triana, Smart, Magirowsky, Plank, Sandoval, Powell, Falkner. No votes: None. Motion approved.

B. EXIT EXECUTIVE SESSION

A motion was made by Council Member Magirowsky, seconded by Council Member Triana to exit Executive Session at 7:26 p.m. Yes votes: Powell, Larsen, Ford, Triana, Magirowsky, Plank, Falkner, Sandoval, Smart. No votes: None. Motion approved.

ITEM NO. 16 on the agenda was APPOINTMENT OF CITY ATTORNEY PER ARTICLE V, SECTION 5-2 OF THE BETHANY CHARTER. (ELIZABETH GRAY, CITY MANAGER) TABLED FROM THE JUNE 3, 2025 REGULAR MEETING.

A motion was made by Council Member Magirowsky, seconded by Council Member Ford to appoint Ray Jones as City Attorney. Yes votes: Plank, Triana, Falkner, Ford, Larsen, Magirowsky, Smart, Sandoval. No votes: Powell. Motion approved.

ITEM NO. 17 on the agenda was CONSIDERATION AND POSSIBLE ACTION TO APPROVE RETAINER AGREEMENT FOR PROFESSIONAL AND LEGAL SERVICES WITH ROBERT RAY JONES, JR. (RAY JONES, CITY ATTORNEY) TABLED FROM THE JUNE 3, 2025 REGULAR MEETING.

A motion was made by Council Member Smart, seconded by Council Member Ford to approve retainer agreement and legal services with Rober Ray Jones, Jr. Yes votes: Larsen, Smart, Sandoval, Magirowsky, Plank, Falkner, Triana, Ford. No votes: Powell. Motion approved.

ITEM NO. 18 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. 19 on the agenda was the **CITY ATTORNEY’S REPORT.**

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

ITEM NO. 20 on the agenda was the **CITY MANAGER’S REPORT.**

Finance Director Michael Vaughn presented the monthly financial report.

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

ITEM NO. 21 on the agenda was **COUNCIL MEMBERS’ ANNOUNCEMENTS, COMMENTS, AND PROPOSALS.**

Each council member was given the opportunity to comment.

ITEM NO. 22 on the agenda was **ADJOURN UNTIL JULY 1, 2025.**

Mayor Sandoval adjourned the Bethany City Council meeting at 7:42 P.M. until July 1, 2025.

MAYOR

CITY CLERK

BETHANY CITY COUNCIL

From: Michael Vaughn, Finance Director
Date: June 26, 2025
Subject: Amended Claims List for the 07/01/2025 City Council Meeting

GENERAL OPERATIONS FUND

FUND	AMOUNT
General Operations Fund	\$ 173,644.75
Public Safety Fund	\$ 4,986.17
Capital Improvement Fund	\$ 5,000.00
2016 Library GO Bond	\$ 4,000.00
Water System Improvements Fund	\$ 143.15
Federal Grant Fund	\$ 236,173.35
2022A GO Bond	\$ 608,822.39
Municipal Court Fund	\$ -
Cemetery Fund	\$ -
TOTAL	\$ 1,032,769.81

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 1,032,769.81
Bethany Public Works Authority	\$ 375,857.25
Bethany Hospital Trust	\$ -
Bethany Development Authority	
TOTAL	\$ 1,408,627.06

RECOMMENDATION

1. Approve claims as presented.



P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01.0 MANAGEMENT						
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES,INTERNET	6/2025	20250531	580.78
25-53556	10-005321	AMAZON CAPITAL SERVICES, INC	COUNCIL TABLET-FORD	6/2025	6915414	468.53
25-51171	10-005519	CRAWFORD & ASSOCIATES, P.C.	AUDIT PREP FINANCIALS	6/2025	34035	8,650.00
25-53832	10-006264	EDMOND TROPHY COMPANY, LLC	COUNCIL NAME PLATES	6/2025	7662	100.00
25-51529	10-1063	OG&E	MNTHLY SVC	6/2025	20250615	1,340.43
25-53918	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY	6/2025	20250617	1,198.41
25-53816	10-1261	RED ROCK PETRO	4000 DIESEL & 3100 UNLEAD	6/2025	1594584	71.30
25-53768	10-1530	THE TRIBUNE	ORDINANCE	6/2025	20250613	44.40
25-51285	10-3196	IMAGENET CONSULTING, LLC	PRINTER UP&DOWNSTAIRS	6/2025	INV1300933	227.35
25-53909	10-3331	RUCKER MECHANICAL	UNIT 4	6/2025	71653	348.00
DEPARTMENT TOTAL:						13,029.20
DEPARTMENT: 02.0 FINANCE						
25-53874	10-005321	AMAZON CAPITAL SERVICES, IN	INK CARTRIDGE/PINK PAPER	6/2025	20250619	15.42
25-53951	10-006132	ARLEDGE	FY24 AUDIT	6/2025	50681	23,325.00
25-53918	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY	6/2025	20250617	378.10
25-51289	10-1749	RK BLACK INC.	PRINTER CS	6/2025	IN1252207	18.15
DEPARTMENT TOTAL:						23,736.67
DEPARTMENT: 03.0 COURT						
25-53886	10-004660	MOTHER NATURE'S INC.	Yearly Termite Control	6/2025	SENTRICON	312.50
25-53696	10-004736	ARTISAN WINDOW CLEANING	YEARLY WINDOW CLEANING	6/2025	9198919514979	399.00
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES,INTERNET	6/2025	20250531	431.90
25-53939	10-005321	AMAZON CAPITAL SERVICES, IN	SURGE PROTECTOR	6/2025	0037830	169.99
25-53728	10-005802	FIRETROL PROTECTION SYSTEM	EXTINGUISHERS	6/2025	101015124	109.00
25-53695	10-005843	DPM GROUP LLC	CITIZEN COMPLAINT FORMS	6/2025	INV004211	284.06
25-53715	10-006079	BENCHMARK ELECTRIC	A/C ELECTRICAL UNIT	6/2025	20250603	225.00
25-53509	10-0465	OK DEPT OF PUBLIC SAFETY	MONTHLY OLETS (MAY)	6/2025	LET-019280	80.00
25-53510	10-0465	OK DEPT OF PUBLIC SAFETY	MONTHLY OLETS (JUNE)	6/2025	LET-019625	80.00
25-51529	10-1063	OG&E	MNTHLY SVC	6/2025	20250615	803.01
25-53918	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY	6/2025	20250617	648.76
25-53151	10-1749	RK BLACK INC.	JUNE COPIER	6/2025	IN1252206	32.84
25-53604	10-2335	TERRELL MONKS	TRIAL	6/2025	20250617	800.00
DEPARTMENT TOTAL:						4,376.06

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 05.0 POLICE						
25-53886	10-004660	MOTHER NATURE'S INC.	Yearly Termite Control	6/2025	SENTRICON	312.50
25-53102	10-005156	COX COMMUNICATIONS INC.	MONTHLY INTERNET/PHONES	6/2025	20250531	493.00
25-53835	10-005321	AMAZON CAPITAL SERVICES, IN	ANIMAL WELFARE NETS	6/2025	0388257	198.00
25-53833	10-005373	CARD SERVICES/PI	JANITORIAL SUPPLIES	6/2025	20250613--	420.25
25-53850	10-005373	CARD SERVICES/PI	Snappy Snares	6/2025	87510	165.91
25-51527	10-005850	ABC CLINIC	Spay & Neuter Monthly	6/2025	APR 2025	315.00
25-53069	10-006044	HOUSE OF MODS LLC	Fleet Repairs	6/2025	5782	338.99
25-53605	10-006172	STERLING ELECTRIC	Fix Electrical Switch	6/2025	6973	258.00
25-51635	10-0465	OK DEPT OF PUBLIC SAFETY	OLETS Monthly	6/2025	LET-019184	1,098.00
25-53866	10-0609	BOBCAT OF OKLAHOMA CITY	For PD	6/2025	P16548	151.37
25-53897	10-0980	MOTOROLA SOLUTIONS, INC.	Yearly Spillman Maint	6/2025	8230492484	44,162.02
25-51529	10-1063	OG&E	MNTHLY SVC	6/2025	20250615	3,035.61
25-53918	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY	6/2025	20250617	8,735.43
25-53816	10-1261	RED ROCK PETRO	4000 DIESEL & 3100 UNLEAD	6/2025	1594584	3,565.09
25-53589	10-2126	METRO GLASS LLC	Det Girten Office Window	6/2025	32806	646.00
25-53615	10-2703	OKLAHOMA BODY WORKS INC	Ins. Deductible Corns Veh	6/2025	26173	500.00
25-52156	10-3327	WALKER COMPANIES	Garcia & Johnson	6/2025	167901	95.00
25-53872	10-4075	IAPE, INC.	Spohn Membership Dues	6/2025	M25-C695649	65.00
DEPARTMENT TOTAL:						64,555.17
DEPARTMENT: 06.0 FIRE						
25-53674	10-004408	BOUND TREE MEDICAL	AED PADS AND MONITOR PAPE	6/2025	85789049	648.86
25-53102	10-005156	COX COMMUNICATIONS INC.	MONTHLY INTERNET/PHONES	6/2025	20250531	1,314.27
25-53677	10-005357	MY-LOR	ACCOUNTABILITY TAGS	6/2025	8242	95.31
25-53332	10-005916	LEXIPOL	FIRE EMS ONLINE TRAINING	6/2025	INVPR11254463	1,601.49
25-53931	10-0225	GENUINE PARTS	REPLACEMENT HEADLIGHTS	6/2025	090865	65.88
25-53468	10-0883	LOCKE SUPPLY CO.	FUSES FOR SCBA COMP	6/2025	55747129-00	173.52
25-53901	10-1	MILES MILLER	BOOT REIMBURSEMENT	6/2025	20250619-	150.00
25-53902	10-1	BILLY GREENWOOD	BOOT REIMBURSEMENT	6/2025	20250619	75.94
25-51529	10-1063	OG&E	MNTHLY SVC	6/2025	20250615	210.88
25-53918	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY	6/2025	20250617	3,344.58
25-53816	10-1261	RED ROCK PETRO	4000 DIESEL & 3100 UNLEAD	6/2025	1594584	1,163.14
25-53867	10-3415	SPECIAL-OPS UNIFORMS, INC.	UNIFORM PANTS AND SHIRTS	6/2025	358192	664.53
25-53890	10-3893	CUMMINS SOUTHERN PLAINS	REPAIRS TO LADEER-1	6/2025	89-250618387	6,800.41
25-53868	10-4090	AT&T MOBILITY	MOBILE DATA FOR IPADS	6/2025	20250511	168.16
25-53685	10-4279	C.O.P.S. PRODUCTS LLC	UNIFORM POLOS	6/2025	202502581	145.47
DEPARTMENT TOTAL:						16,622.44

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 07.0 COMMUNITY DEV						
25-53839	10-005321	AMAZON CAPITAL SERVICES, IN	Stormwater Education Mat.	6/2025	25-53839	48.56
25-53843	10-005373	CARD SERVICES/P1	WATERSHED MODEL	6/2025	100005597	1,087.85
25-53933	10-005694	REVIZE, LLC	WEBSITE UPDATE	6/2025	21211	6,111.00
25-53500	10-006096	FIRST AMERICAN TITLE INSURAT	TITLE SEARCH	6/2025	607-2499188831	100.00
25-53223	10-1069	OKLAHOMA MUNICIPAL LEAGUE	PZ & BOA Workshop Registr	6/2025	200006137	150.00
25-53918	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY	6/2025	20250617	961.80
25-53816	10-1261	RED ROCK PETRO	4000 DIESEL & 3100 UNLEAD	6/2025	1594584	142.60
25-51289	10-1749	RK BLACK INC.	PRINTER CS	6/2025	IN1252207	18.14
25-51285	10-3196	IMAGENET CONSULTING, LLC	PRINTER UP&DOWNSTAIRS	6/2025	INV1300933	232.73
25-53844	10-3348	COUNTY CLERK OKLA COUNTY	LIEN/RELEASE	6/2025	2025-06-13	18.00
25-53846	10-3348	COUNTY CLERK OKLA COUNTY	LIEN/RELEASE	6/2025	20250613	18.00
DEPARTMENT TOTAL:						8,888.68
DEPARTMENT: 08.1 PUBLIC WORKS - ADMIN						
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES, INTERNET	6/2025	20250531	405.05
25-53940	10-005321	AMAZON CAPITAL SERVICES, IN	TRASHBAGS&LAUNDRY SOAP	6/2025	0565821	21.58
25-51529	10-1063	OG&E	MNTHLY SVC	6/2025	20250615	243.02
25-53918	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY	6/2025	20250617	210.83
25-53117	10-2442	SUMNERONE, INC.	COPIER MAINT	6/2025	4310816	76.64
DEPARTMENT TOTAL:						957.12
DEPARTMENT: 08.2 PUBLIC WORKS - STREETS						
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES, INTERNET	6/2025	20250531	328.89
25-53854	10-005321	AMAZON CAPITAL SERVICES, IN	PUMP, BOOTS, PENS, BATTERYS,	6/2025	2349855	26.46
25-53924	10-005321	AMAZON CAPITAL SERVICES, IN	LOCKS & PUMP	6/2025	2371420	21.60
25-52137	10-006211	SAC SERVICES, INC.	REMOVAL & PLACEMENT	6/2025	35279	1,417.50
25-53862	10-0225	GENUINE PARTS	3 BATTERIES FOR UNIT#64&65	6/2025	090232	389.46
25-53815	10-0324	CENTRAL POWER EQUIP. INC	MIX OIL FOR SMALL EQUIPMENT	6/2025	357999	40.00
25-53892	10-0324	CENTRAL POWER EQUIP. INC	WEED EATER STRING	6/2025	358494	75.00
25-53784	10-0694	HASKELL LEMON CONST CO	3 TONS ASPHALT	6/2025	14671	183.20
25-53799	10-0694	HASKELL LEMON CONST CO	3 TONS OF ASPHALT	6/2025	14700	199.20
25-53831	10-0694	HASKELL LEMON CONST CO	2 TONS ASPHALT	6/2025	14746	173.60
25-51529	10-1063	OG&E	MNTHLY SVC	6/2025	20250615	16,570.79
25-53918	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY	6/2025	20250617	1,376.55
25-53816	10-1261	RED ROCK PETRO	4000 DIESEL & 3100 UNLEAD	6/2025	1594584	1,778.19
25-53813	10-1501	T & W TIRE LLC	REPAIR FLAT ON UNIT23-001	6/2025	1090171733	196.00
25-53823	10-1726	BETHANY COUNTRY STORE	MOSQUITO TABLETS	6/2025	20250612	57.16
25-53785	10-3003	VANCE BROTHERS, LLC	TACK FOR STREETS	6/2025	0185598	85.00
DEPARTMENT TOTAL:						22,918.60

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08.4 PUBLIC WORKS - MAINT						
25-53918	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY	6/2025	20250617	122.89
25-53816	10-1261	RED ROCK PETRO	4000 DIESEL & 3100 UNLEAD	6/2025	1594584	37.45
DEPARTMENT TOTAL:						160.34
DEPARTMENT: 08.5 PUBLIC WORKS - PARKS						
25-53879	10-0007	A-1 LAWN MOWER SHOP INC	SPARK PLUGS	6/2025	18643	34.75
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES, INTERNET	6/2025	20250531	29.36
25-53924	10-005321	AMAZON CAPITAL SERVICES,	INLOCKS & PUMP	6/2025	2371420-	21.60
25-53741	10-005350	FORCE PERSONNEL	TEMP HELP FOR PARKS	6/2025	83303	1,968.23
25-53048	10-005628	OKLAHOMA CORRECTIONAL	INDUSDOG PARK BENCH	6/2025	122802	303.00
25-53773	10-005703	FLOOR-TECH JANITORIAL	2CASEPAPER TOWELS	6/2025	6611	120.00
25-53284	10-006099	HAPPY PLAYGROUNDS, LLC	WOOD FIBER FOR PARK PLAYGROUN	6/2025	3164	7,925.00
25-53555	10-006172	STERLING ELECTRIC	INSTALL LIGHTS AT POOL	6/2025	6971	723.00
25-53590	10-006172	STERLING ELECTRIC	DX & POSSIBLE REPAIR LIGHTS	6/2025	6972	600.00
25-53921	10-0324	CENTRAL POWER EQUIP. INC	CHAINSAW & MIX OIL	6/2025	358655	60.00
25-53729	10-0668	HAYES ELECTRIC	OVERHEAD DOOR PARK BARN	6/2025	85056	500.00
25-51529	10-1063	OG&E	MONTHLY SVC	6/2025	20250615	1,945.98
25-53918	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY	6/2025	20250617	1,115.90
25-53816	10-1261	RED ROCK PETRO	4000 DIESEL & 3100 UNLEAD	6/2025	1594584	588.74
25-53669	10-1329	SCHWARZ (BORAL) READY MIX	12 YARDS OF CONCRETE	6/2025	337708	1,557.00
25-53842	10-1622	WESTLAKE ACE HARDWARE	COVERING & SHOVELS 4 PARKS	6/2025	3504866	209.92
25-53880	10-1622	WESTLAKE ACE HARDWARE	ROPE FOR FLAG AT CEMETRY	6/2025	3504873	17.99
25-53930	10-1726	BETHANY COUNTRY STORE	ROUND UP	6/2025	20250624	130.00
25-53698	10-2369	STAN'S PLUMBING INC	MCCORY PARK RESTROOM	6/2025	25280	150.00
25-53774	10-2499	COUNCIL STAINLESS STEEL	WELDING AT SWIMMING POOL	6/2025	9994	400.00
DEPARTMENT TOTAL:						18,400.47
FUND TOTAL:						173,644.75

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 99.0		NON-DEPARTMENTAL				
25-53580	10-005321	AMAZON CAPITAL SERVICES, INPC'S		6/2025	0856260	2,241.00
25-53834	10-005321	AMAZON CAPITAL SERVICES, INPOWER SUPPLY		6/2025	1293868	13.97
25-53927	10-005321	AMAZON CAPITAL SERVICES, INCOMPUTER REPLACEMENT		6/2025	9593026	798.00
25-53472	10-005373	CARD SERVICES/P1	Mount for New Durango	6/2025	99-180503	314.70
25-53561	10-006255	SIGNATURE PROMOTIONAL GROUP		6/2025	800957	1,618.50
DEPARTMENT TOTAL:						4,986.17
FUND TOTAL:						4,986.17

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.1		PROJECTS <=\$25,000				
25-53595	10-005756	OVERHEAD DOOR	GARGE DOOR & MOTOR	6/2025	20250529	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				
25-53732	10-4391	OKLAHOMA CHAINSAW CARVINGS	TREE CARVING	6/2025	2354	4,000.00
DEPARTMENT TOTAL:						4,000.00
FUND TOTAL:						4,000.00

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		Project				
25-53745	10-0669	HACH COMPANY	CHLORINE MONITOR	6/2025	14530087	143.15
					DEPARTMENT TOTAL:	143.15
					FUND TOTAL:	143.15

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		6/2025	INV 13 FINAL	236,173.35
DEPARTMENT TOTAL:						236,173.35
FUND TOTAL:						236,173.35

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		Projects				
25-53821	10-005373	CARD SERVICES/P1	Lockable Storage Cabinets	6/2025	20250613-	439.96
25-53827	10-005386	JZ SOUTHERN BOYZ SERVICES	LINSTALL 3 INSERTA VALVES	6/2025	2844	18,000.00
25-51396	10-006153	ALL ROADS PAVING, INC.	PROP 1-E RKWEL TO PENIEL	6/2025	INV. 5- PROP 1-E	285,304.06
25-51397	10-006153	ALL ROADS PAVING, INC.	PROP 1-F 44TH TO 50TH	6/2025	INV 5-PROP 1-F	2,398.13
25-51399	10-006153	ALL ROADS PAVING, INC.	PROP 1-G 36TH TO 39TH	6/2025	INV. 5-PROP 1-G	2,359.28
25-52661	10-006153	ALL ROADS PAVING, INC.	PROP 1-D PENIEL/39 TO 42	6/2025	PAY APP 1-PROP 1-D	299,684.08
25-53905	10-3296	STANDARD TESTING &	1 E TESTING	6/2025	25-6-000109	636.88
DEPARTMENT TOTAL:						608,822.39
FUND TOTAL:						608,822.39

BETHANY CITY COUNCIL

From: Elizabeth Gray, City Manager
Date: July 1, 2025
Subject: Public Improvement – Routine Item: Oklahoma Department of Environmental Quality (ODEQ) Permit to construct ODOC Community Development Block Grant Waterline Replacement Project, Oklahoma County, Oklahoma

Item: ODEQ Permit No. WL000055250491

Description: Accepting Oklahoma Department of Environmental Quality Permit No. WL000055250491 for the construction of 740 linear feet of six (6) inch PVC potable water line and all appurtenances or an alternate option of 685 linear feet of six (6) inch PVC potable water line and all appurtenances to serve the ODOC Community Development Block Grant Waterline Replacement Project, Oklahoma County, Oklahoma.

RECOMMENDATION

1. Accept ODEQ Permit No. WL000055250491 for the construction of the ODOC Community Development Block Grant Waterline Replacement Project, Oklahoma County, Oklahoma.

ADDITIONAL COMMENTS

The above matters are on the consent docket due to the routine administrative functions and normally require no council discussion. If you would like further information on any item, you may request that it be removed from the consent docket and considered separately.



June 19, 2025

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

Re: Permit No. WL000055250491
ODOC Community Development Block Grant Waterline Replacement Project
Facility No. 2005519

Dear Ms. Gray:

Enclosed is Permit No. WL000055250491 for the construction of 740 linear feet of six (6) inch PVC potable water line and all appurtenances or an alternate option of 685 linear feet of six (6) inch PVC potable water line and all appurtenances to serve the ODOC Community Development Block Grant Waterline Replacement Project, Oklahoma County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on June 19, 2025. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Bethany, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,



D. Adam Divine, P.E.
Construction Permit Section
Water Quality Division

AD/GC/ks

Enclosure

c: Zachary McIntosh, Regional Manager, DEQ
OKLAHOMA CITY DEQ OFFICE
Robert D. Williams, P.E., Teim Design Group

PERMIT No. WL000055250491

WATER LINES

FACILITY No. 2005519

PERMIT TO CONSTRUCT

June 19, 2025

Pursuant to O.S. 27A 2-6-304, the City of Bethany is hereby granted this Tier I Permit to construct 740 linear feet of six (6) inch PVC potable water line and all appurtenances or an alternate option of 685 linear feet of six (6) inch PVC potable water line and all appurtenances to serve the ODOC Community Development Block Grant Waterline Replacement Project, located in NW 1/4 of NW 1/4 of Section 21, T-12-N, R-4-W, Oklahoma County, Oklahoma, in accordance with the plans approved June 19, 2025.

By acceptance of this permit, the permittee agrees to operate and maintain the facility in accordance with the Public Water Supply Operation rules (OAC 252:631) and to comply with the State Certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) A fire flow of 1,000 gpm is needed in accordance with the 2009 International Fire Code. A reduction to 636 gpm has been accepted by the local fire marshal via letter.
- 2) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 3) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 4) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 5) That the Oklahoma Department of Environmental Quality shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 6) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with Public Water Supply Construction Standards [OAC 252:626-19-2].
- 7) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes.
- 8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.

PERMIT No. WL000055250491

WATER LINES

FACILITY No. 2005519

PERMIT TO CONSTRUCT

- 9) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 10) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 11) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. Section 2-6-201 *et seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 12) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.
- 13) That water lines shall be located at least fifteen (15) feet from all parts of septic tanks and absorption fields, or other sewage treatment and disposal systems.
- 14) That whenever plastic pipe is approved and used for potable water, it shall bear the seal of the National Sanitation Foundation and meet the appropriate commercial standards.
- 15) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Public Water Supply Construction Standards OAC 252:626-19-2(h)(1) and OAC 252:626-19-2(h)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested to the highest pressure obtainable under the most severe head conditions of the collection system prior to backfilling.

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.



Greg Carr, P.E., Chief Engineer
Water Quality Division

AD

BETHANY CITY COUNCIL

From: Elizabeth Gray, City Manager
Date: July 1, 2025
Subject: Accept Improvements for the ARPA Water Meter Automation Improvements Project

BACKGROUND

The City of Bethany passed Resolution No. 1662 giving permission to apply for and match a \$1.5M grant to make improvements to and replace aging, manual read meters and service lines in the City of Bethany with new automated meters. This replacement project will initially focus on the oldest parts of town. The City was notified of the successful award of this grant, which the City will match with \$1.5M. For a total project of 3M.

On November 10, 2022, the City of Bethany advertised a request for qualifications for City Engineering services for this project. On December 20, 2022, the council awarded the successful Request for qualifications to TEIM Design.

On February 21, 2023, City Council approved the contract for Engineering services and design to TEIM Design.

On July 18, 2023 Council awarded a construction project to Southwest Water Works, LLC.

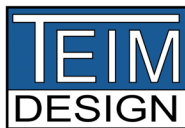
The work is now complete.

RECOMMENDATION

1. Accept Improvements for the ARPA Water Meter Automation Improvement Project.

ADDITIONAL COMMENTS





TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

June 23, 2025

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

Re: Water Meter Automation Improvements

Dear Ms. Gray,

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

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'RW', written over a light gray rectangular background.

Robbie Williams, PE

Attachment: Maintenance Bond

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Southwest Water Works, LLC., as Principal, and Fidelity and Deposit Company of Maryland, as Surety, are held and firmly bound unto the CITY OF BETHANY of the State of Oklahoma, in the full and just sum of Two million seven hundred and two thousand two hundred forty dollars and zero cents (\$2,702,240.00), such sum being equal to the contract amount for a period of one (1) year and thereafter for a period of one (1) year for the sum of Four hundred and five thousand three hundred thirty six dollars and zero cents (\$405,336.00), such sum being not less than 15% of the contract price, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 18th day of July, A.D., 2023.

The conditions of this obligation are such, that whereas, said Principal, has a certain contract between Southwest Water Works, LLC. and the CITY OF BETHANY dated this 18th day of July, 2023, agreed to construct in the City of Bethany:

**WATER METER AUTOMATION IMPROVEMENTS
CITY OF BETHANY, OKLAHOMA**

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

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

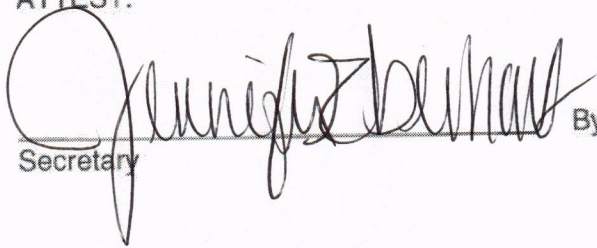
It is further agreed that if the said Principal or Surety herein shall fail to maintain said improvements against any failure due to defective workmanship and/or materials for a period of **two (2) years** and at any time repairs shall be necessary that the cost of making repairs shall be determined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

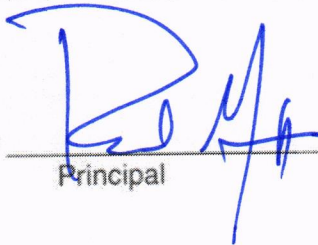
It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

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

Southwest Water Works, LLC.

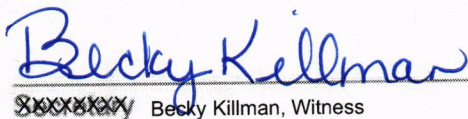
ATTEST:



Secretary

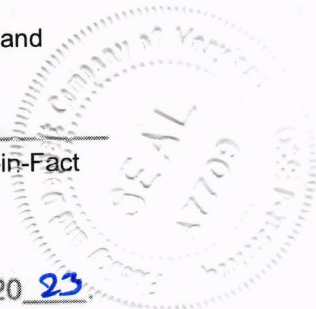
By 
Principal

ATTEST:

Fidelity and Deposit Company of Maryland


~~XXXXXXXX~~ Becky Killman, Witness

By 
Surety Deborah L. Raper, Attorney-in-Fact



Approved as to form this 18th day of July, A.D., 20 23.


City Attorney

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and Clayton HOWELL, Vicki Wilson, Austin K. GREENHAW, J. Kelly DEER, Shelli R. SAMSEL, Travis E. BROWN, Jamie BURRIS, Vaughn P. GRAHAM, Vaughn P. GRAHAM, JR., Stephen M. POLEMAN, Deborah L. RAPER, Dwight A. PILGRIM, Gary LILES, Randy D. WEBB, Bobby Joe YOUNG, Aaron WOOLSEY, Carey L. KENNEMER, Kristin LEWIS, Joshua BRYAN of Tulsa, Oklahoma, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 27th day of October, A.D. 2022.



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

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 27th day of October, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 18th day of July, 2023.



MJ Pethick

By: Mary Jean Pethick
Vice President

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

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsfclaims@zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Agenda: 07/01/2025

Item: 3 (E)

BETHANY CITY COUNCIL

From: Elizabeth A. Gray, City Manager
Date: June 26, 2025
Subject: Renewal of Interlocal Agreement between City of Yukon and City of Bethany for Jail Services for FY2026

BACKGROUND

This item is our renewal of our Interlocal Governmental Cooperation Agreement between the City of Yukon and the City of Bethany. Periodically, we use the Yukon City Jail for housing of our prisoners sentenced by our Court beyond the 10 days allowed for our lock-up. This is a renewal of that agreement. There has been no increase in the daily fee per inmate.

RECOMMENDATION

1. Approve Interlocal Governmental Cooperation Agreement between the City of Yukon and the City of Bethany for jail services for FY 2026.

ADDITIONAL COMMENTS

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

INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2025, by and between the City of Yukon, Oklahoma, hereinafter referred to as "Yukon", and the City of Bethany, hereinafter referred to as "Bethany", the respective governing body of each such entity by appropriate action witnessed:

WHEREAS, Yukon does have an adequate jail facility, referred to as the jail facility, to be used as a jail for the safe and secure detention and care of prisoners taken into custody by law enforcement officers empowered to make lawful arrest for Bethany; and

WHEREAS, Bethany has a limited municipal jail facility; and

WHEREAS, the parties hereto desire the jail facility to be made available for the use of Bethany, pursuant to the terms set forth herein below, for safe and secure detention and care of persons placed under arrest and taken into custody by Bethany law enforcement officers, empowered to make lawful arrests, and also held pursuant to lawful order(s) from the Municipal Court of the City of Bethany.

NOW, THEREFORE, for good and valuable consideration herein contained, IT IS AGREED AS FOLLOWS:

I. TERMS OF AGREEMENT

The terms of this agreement shall be from this ____ day of _____ 2025, to June 30, 2026, and renewable thereafter on a year-to-year basis at the option of the parties. Either party may terminate this agreement upon thirty (30) days written notice to the other party. And, yearly during the month of June, the Chief of Police for the City of Yukon and the Chief of Police for the City of Bethany will meet to review the contract and the services and make those recommendations to their respective governing bodies concerning any revisions deemed necessary.

INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT

II. STATEMENT OF SERVICES

Yukon agrees to accept Bethany prisoners, defined as any person placed under lawful arrest by any Bethany law enforcement officer and taken into custody, in such numbers as can be accommodated at the said facility. This section is limited by the exceptions as noted within this agreement in Section V.

III. YUKON RESPONSIBLE FOR SAFE AND SECURE CUSTODY

Yukon agrees to be responsible for the safe and secure custody of said prisoners transported to the jail facility by Bethany law enforcement officers and agrees to ensure that standard security procedures are followed in order to prevent escape. Bethany agrees to follow all prescribed security procedures of the jail facility regarding the searching of incoming prisoners and remaining with said prisoner until the arresting officer is duly released by the jail staff or supervisor on duty.

IV. BETHANY RESPONSIBLE FOR RECORDS

Bethany agrees to submit in writing any charge(s) at the time of incarceration. Any sentences imposed by the Municipal Court shall be submitted to the jail staff in writing, signed by the Municipal Judge, together with appropriate release also signed by the Judge. The Bethany bond schedule shall be provided to the jail staff; however, bond money or releases shall be handled by the proper Bethany official or in accordance with Attachment "A" if after hours or on weekends.

V. BASIC MEDICAL CARE

Yukon agrees to provide basic medical care to said prisoner, which shall include sick call and self-care, defined as the care of any condition that can be treated by the prisoner himself. This may include such over-the-counter type of medications as may be approved by the jail supervisor.

INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT

V. BASIC MEDICAL CARE

Basic medical care also includes care of any condition that requires immediate assistance by a person trained in first aid procedures.

The cost of hospitalization, prescription medication, surgical, and dental care shall be borne by the City of Bethany. Failure on the part of Bethany to provide any required medical treatment prior to incarceration shall provide sufficient basis for Yukon to refuse said prisoner admittance to said jail facility under the terms of this agreement.

The jailer on duty shall have the discretion to refuse a prisoner from Bethany should the jailer feel the prisoner needs a medical examination or treatment prior to incarceration. Bethany shall provide Yukon with a release from a licensed physician or physician's assistant stating said prisoner is capable of being incarcerated without further detrimental medical complications. The failure on the part of Bethany to provide the required written medical release shall provide a sufficient basis for Yukon to refuse the prisoner admittance into said jail facility under the terms of this agreement.

Any Bethany prisoner, on an emergency basis, may be taken to the hospital for treatment or examination at the discretion of the jail staff or supervisor on duty, and any cost incurred from said treatment or examination shall not be the responsibility of the City of Yukon. To the extent permitted by law, Bethany agrees to hold harmless and indemnify the City of Yukon for any such charges. Bethany shall provide transportation and security for any Bethany prisoner needing treatment, examination, or hospitalization.

VI. COST PER DAY

The cost per day for each Bethany prisoner detained and cared for in the Yukon jail facility, to be paid by Bethany to Yukon, shall be Forty-Two Dollars and No Cents (\$42.00) per day for each prisoner for the term hereof. A day, for the purpose of this agreement, is a calendar day, or any part thereof, and not a twenty-four (24) hour period of time. Said rate is subject to renegotiation and adjustment in the event this agreement is renewed or extended at the expiration hereof.

INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT

The fee for housing each prisoner shall be paid for each and every day or part thereof a Bethany prisoner is incarcerated in the jail facility on a City charge(s), or if for State charge(s), the prisoner will be considered a Bethany prisoner until the prisoner is booked into the County jail.

Bethany shall provide necessary equipment and supplies for booking and discharge of Bethany prisoners.

VII. BILLING PERIOD

Yukon shall submit a monthly bill to Bethany for prisoner services. The monthly billing shall list the prisoner's name, date of birth, the date the prisoner was incarcerated, the offense(s) with which the prisoner was charged, the date the prisoner was released from the Yukon jail facility, and the total cost of the prisoner's incarceration. Bethany agrees to promptly remit payment for the statement sent by Yukon for performance of services called for under this agreement.

VIII. RECORDS AND PERSONNEL

The Yukon Police Department will maintain control over all personnel provided to the jail facility by the City of Yukon. All records initiated or generated by the Yukon Police Department will be maintained by the Yukon Police Department.

IX. HOLD HARMLESS CLAUSE

To the extent allowed by law, Bethany hereby agrees to indemnify and hold Yukon harmless for any claim, action, or cause of action, including the cost of litigation and attorney fees, arising from the arrest or wrongful incarceration of persons under this agreement.

IT IS FURTHER AGREED that Bethany, to the extent allowed by law, shall hold harmless and indemnify Yukon for any hospital, doctor, or other medical expenses associated with the care and custody of a Bethany prisoner.

INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT

IT IS FURTHER AGREED that Bethany shall reimburse Yukon any expenses resulting from the repair of any damages caused by Bethany's prisoners to the jail facility.

APPROVED this 3RD day of JUNE 2025, by the City of Yukon.



THE CITY OF YUKON

Brian Pillmore, Mayor

ATTEST:

CITY CLERK

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

THE CITY OF BETHANY

Amanda Sandavol, Mayor

ATTEST:

CITY CLERK



BETHANY CITY COUNCIL

From: Elizabeth A. Gray
Date: June 26, 2025
Subject: Consideration and Possible Action to Approve FY 2026 Fire Equipment Agreement

BACKGROUND

The City of Bethany has an agreement with Oklahoma County for fire equipment. Oklahoma County has provided equipment to assist the City of Bethany for many years.

This agreement provides a brush pumper and related equipment for use by the City of Bethany. The County provides use of the equipment in return for the City of Bethany giving fire protection services for persons and properties located within the unincorporated portions of Oklahoma County.

The terms of this agreement are the same as our current contract.

RECOMMENDATION

1. Approve the FY 2026 Fire Equipment Agreement with Oklahoma County and authorize the mayor to sign the documents on behalf of the City of Bethany.

ADDITIONAL COMMENTS

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

FIRE EQUIPMENT AGREEMENT
BETWEEN
OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS
AND
THE CITY OF BETHANY

July 1, 2025, through June 30, 2026

This FIRE EQUIPMENT AGREEMENT (the "Agreement") is entered into between the **BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY**, a political subdivision organized and existing under the laws of the State of Oklahoma (the "Board"), and **THE CITY OF BETHANY, a municipal corporation**.

WHEREAS, the Board is empowered pursuant to Title 19, Oklahoma Statutes, Section 351, to provide firefighting service in the County and to expend certain Oklahoma County funds to rent, lease and purchase firefighting equipment; and

WHEREAS, while the County may provide fire protection services through a county fire department, a Board of County Commissioners need not duplicate fire protection services provided by other legal entities within the county, and

WHEREAS, a Board of County Commissioners has legal authority to contract with municipalities to provide fire protection services to persons and property not located within the corporate limits pursuant to 19 O.S. §351.1, and

WHEREAS, pursuant to the Interlocal Cooperation Act in Title 74, Oklahoma Statutes, Sections 1001, *et seq.*, and Title 19, Oklahoma Statutes, Section 351.1, the Board and the City of Bethany are authorized to enter into an agreement providing for fire protection services for persons and property located within the unincorporated areas of Oklahoma County; and

WHEREAS, by means of this Agreement, the Board desires to provide certain firefighting equipment to the City of Bethany in return for the City of Bethany's Fire Department furnishing fire protection services for persons and property located within the unincorporated areas of Oklahoma County.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other valuable consideration, the parties agree as follows:

1. Term. This Agreement shall commence on July 1, 2025, and shall terminate on June 30, 2026. This Agreement is renewable for an additional fiscal year upon written approval of both parties. Otherwise, this Agreement may be terminated by either of the parties by giving at least thirty (30) days written notice

of such termination. On the termination of this Agreement, either by termination of the fiscal year for which the agreement is written, or written 30-day notification, the City of Bethany shall return the Equipment to the County.

2. Equipment. The Board shall provide the City of Bethany with the firefighting equipment listed on Attachment A of this Agreement (hereinafter called the "Equipment").

3. Purpose. The City of Bethany shall use the Equipment for the purpose of providing firefighting and rescue services to persons and property located within the unincorporated areas of Oklahoma County, including the City of Bethany, or, when provided by law or pursuant to an agreement under 63 O.S. § 695, Oklahoma Intrastate Mutual Aid Compact, to other cities, towns, or political subdivisions of the State of Oklahoma as necessary for mutual aid and assistance; and further, to respond to major natural or man-made disasters, including but not limited to bomb disposal and hazardous material handling, in such jurisdictions when so requested by the Oklahoma County Emergency Management Director or appropriate authority.

4. Maintenance and Repair. The City of Bethany will be solely responsible for: **(a)** maintaining the Equipment in safe operating condition in accordance with the laws of the State of Oklahoma, including, but not limited to, periodic safety checks and maintenance reviews required by the Board to ensure that the Equipment meets or exceeds all safety provisions and requirements; **(b)** scheduling necessary maintenance; **(c)** providing housing for the Equipment inside a structure suitable to protect the Equipment from adverse weather and vandalism when the Equipment is not in use; and **(d)** notifying the Oklahoma County Emergency Management Director whenever repairs or preventive maintenance work is needed to keep the Equipment in optimum operating condition, and thereafter taking the Equipment for repairs or servicing to the Oklahoma County Highway District site designated by the Oklahoma County Emergency Management Director, or other appropriate maintenance or repair facility, as necessary.

5. Indemnification. The City of Bethany assumes all liability for any personal injuries, death claims, property damages or any other damages arising out of the possession and operation of the Board's firefighting equipment or any action or causes of action arising there from pursuant to this Agreement. The City of Bethany further agrees to indemnify and hold the Board and Oklahoma County, their employees, officers, and agents, harmless from any claims of any kind, including attorney fees and costs of defending same that arise from the use of the Equipment. The City of Bethany agrees to maintain liability insurance in an amount sufficient to satisfy any claim or lawsuit that might arise under the Governmental Tort Claims Act (Title 51 Oklahoma Statutes, Sections 151 *et seq.*) covering the obligations contained herein and including a provision that the Board, at the address set forth below, will be notified no less than ten (10) days

prior to any cancellation of the policy, a copy of which insurance or renewal policy shall be submitted to:

Oklahoma County Emergency Management Director
320 Robert S. Kerr Avenue, Suite 101
Oklahoma City, Oklahoma 73102

- 6. Workers' Compensation Liability.** The City of Bethany shall provide workers compensation insurance for all personnel utilizing the Equipment or assume sole responsibility thereof.
- 7. Use of Equipment.** The City of Bethany shall have the sole responsibility of ensuring that all drivers or operators of the Equipment have a current valid State of Oklahoma driver's license and have had appropriate training in the use of the vehicle and the Equipment.
- 8. Notice of Accidents.** Any Oklahoma County-owned Equipment involved in an accident, of any type, shall be reported, including a copy of any police or highway patrol report, to the Oklahoma County Emergency Management Director within ten (10) days of said accident.
- 9. Injuries.** The City of Bethany shall be solely liable for any operator, passenger, guests or any other persons injured by the Equipment. A written report of such injury shall be submitted to the Oklahoma County Emergency Management Director within ten (10) days from the date of the injury.
- 10. Destruction of Equipment.** Neither the Board nor any department of Oklahoma County is under any obligation to replace the Equipment if the Equipment is destroyed or damaged beyond repair. The City of Bethany may, at its discretion, provide additional insurance coverage to insure against said damage or destruction. A copy of any such policy or renewal shall be submitted to the Oklahoma County Emergency Management Director, 320 Robert S Kerr Avenue, Suite 101, Oklahoma City, Oklahoma, 73102, within ten (10) days after receipt by the City of Bethany.
- 11. Breach of Agreement.** Failure to adhere to any of the terms of this Agreement will result in the Equipment being immediately recalled by the Board.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth beside their signatures, with this Agreement to be effective as of July 1, 2025.

APPROVED:

Director, Oklahoma County Emergency Management

Approved as to form and legality this 6th day of June, 2025.


Assistant District Attorney

THE CITY OF BETHANY

APPROVED AND AGREED TO by the City of Bethany this _____ day of _____, 2025.

BY: _____, Mayor

Printed Name: _____

ATTEST: _____, City Clerk

BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY, OKLAHOMA

APPROVED AND AGREED TO by the Board this _____ day of _____, 2025.

By: _____
Jason Lowe, Member

By: _____
Brian Maughan, Member

By: _____
Myles Davidson, Member

ATTEST:

Maressa Treat, County Clerk

Attachment A
Annual Fire Equipment Agreement, FY 2025-2026
Bethany Fire Department Equipment Inventory

County ID	Property Description	Serial
SP 302-00067	2019 Ford F-550 Ext Cab Gas	1FD0X5HY4KEF71821
SP 408-00017	Winch/Warn	1222660
SP 408-00021	WARN 12000LB Winch	None
SP 503-00001	Hanging UVC 2 Sterilization Light	2UVC15A-01097
SP 503-00002	Hanging UVC 2 Sterilization Light	2UVC15A-01126
SP 503-00025	Tripod UVC 2 Sterilization Light	2UVC15A-01215
SP 602-00661	Kenwood TK790HBK9FHDH1 (VHF)	B3100082
SP 602-00662	Kenwood TK790HBK9FHDH1 (VHF)	B3100095
SP 646-00056	Jotto Desk F-550 Console	None
SP 650-00165	Whelen 54" Ceridian Duo Lightbar	N003538
None	Motorola Mobile Radio M1225	869FBJ1448
None	Kenwood TK-2180-K2	B4300378
None	Kenwood TK-2180-K2	B4300379
None	Kenwood TK-2180-K2	B4300380
None	Kenwood TK-2180-K2	B4300391
None	Kenwood TK-2180-K2	B4300392
None	Kenwood TK-2180-K2	B4300393
None	Kenwood TK7185-K	B4700022
None	Kenwood TK-7360H-V	B3202807
None	Kenwood TK-7360H-V	B3202808
None	Kenwood TK-7360H-V	B3202809

BETHANY CITY COUNCIL

From: Elizabeth A. Gray, City Manager
Date: June 26, 2025
Subject: Consideration and Possible Action to Approve FY 2026 Jail Services Agreement with Oklahoma County Criminal Justice Authority

BACKGROUND

The City of Bethany has an agreement with Oklahoma County for jail services. The Oklahoma County Jail Facility is operated by the Oklahoma County Criminal Justice Authority as the Oklahoma County Detention Center (OCDC).

This agreement does not apply to those people transported to the OCDC for state or federal charges.

We use this agreement only when it is in the best interest of the City of Bethany to keep someone in jail for municipal charges.

The format of the financial terms of the agreement are the same as the FY 2025 agreement except the following:

Paragraph 10: The rate per day per prisoner for FY 2026 is \$192.35 (*FY25 was \$211.82*) for the first day, and \$66.92 for each day thereafter (*FY25 was \$61.75*).

RECOMMENDATION

1. Approve FY 2026 Jail Services Agreement with Oklahoma County Criminal Justice Authority and authorize mayor to sign the documents on behalf of the City of Bethany.

ADDITIONAL COMMENTS

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

**OKLAHOMA COUNTY CRIMINAL JUSTICE AUTHORITY – MUNICIPALITY OF
BETHANY JAIL SERVICES AGREEMENT**

This Jail Services Agreement is made and entered into between the Municipality of Bethany, Oklahoma, an Oklahoma municipality (hereafter referred to as the “City”), and the Oklahoma County Criminal Justice Authority (hereinafter referred to as “Authority”).

RECITALS

WHEREAS, Authority is public trust created pursuant to the authority of Title 60, Section 176 *et seq.* of the Oklahoma Statutes and empowered to operate the Oklahoma County Detention Center for the benefit of Oklahoma County. By the powers granted by Article VIII of the Trust Indenture and in accordance with Title 19, Section 180.43 and Section 513.2 the Authority is empowered to enter contracts as necessary to perform its duties.

WHEREAS, City is a municipality incorporated and acting under the laws of the State of Oklahoma and empowered to enter this Agreement by the powers granted by the City Charter and pursuant to Title 19, Section 180.43.

WHEREAS, this Agreement is made pursuant to the Title 74, Section 1008 of the Interlocal Cooperation Act.

NOW THEREFORE, for and in consideration of the premises and promises herein contained, the parties agree as follows:

ARTICLE I: GENERAL TERMS AND CONDITIONS

A. The purpose of this Agreement is to provide for the incarceration of municipal prisoners within the Oklahoma County Detention Center.

B. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Agreement, have the meaning herein specified:

1. “City prisoner” shall be defined as any prisoner incarcerated in the Oklahoma County Detention Center solely on municipal charges, solely on a municipal conviction, and/or any other person that is otherwise held solely at the request of the law enforcement of the municipality that surrendered custody to the Detention Center.

2. “Hold for state prisoner” shall be defined as any prisoner arrested by a municipal police officer, with or without a warrant, for any alleged violation of Oklahoma state law. Hold for state prisoners will become city prisoners as defined herein when all state charges have been declined or otherwise disposed of and the prisoner is being held solely on one or more municipal charges and/or convictions.

3. “Prisoner day” shall be defined as each calendar day, or partial day, that a city prisoner is incarcerated in the Oklahoma County Detention Center.

C. The term of this Agreement shall be from the 1st day of July 2025, at 12:01 a.m., to midnight on the 30th day of June 2026, unless terminated prior thereto in accordance with Article IV.

D. A waiver by the parties of any provision of this Agreement must be in writing and signed by the parties hereto.

E. The rights and duties under this Agreement are not assignable except upon prior written consent of the parties.

F. Title of Paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand or otherwise affect the provisions to which they relate.

ARTICLE II: OBLIGATIONS OF THE PARTIES

A. Authority agrees to provide the following jail services for the incarceration of municipal prisoners and no other:

1. Authority agrees to detain and incarcerate any person delivered to the Oklahoma County Detention Center who is classified as a city prisoner or hold for state prisoner as defined herein and who has been determined to be medically fit for incarceration by medical personnel of the Detention Center, following a review of the results of the body scanner. For purposes of this Agreement, physical custody shall be deemed to pass from City to Authority only after the prisoner has been cleared as fit for incarceration by medical personnel of the Detention Center, the results of the body scanner have been reviewed, and all necessary documentation for booking of prisoners has been presented to jail staff. Until physical custody of any prisoner is transferred to Authority, City and its officers and employees are exclusively responsible for the custody, safety, and care of the prisoner and any expenses or liability therefor.

2. Upon passage of physical custody of a prisoner from City, Authority agrees to provide access to adequate food, clothing, shelter, and basic on-site medical care to each prisoner until such time as the prisoner is released on bond, by order of a court, or otherwise completes service of any sentence of confinement in the Oklahoma County Detention Center.

3. Authority agrees to coordinate with municipal judges of City for the posting of bonds for city prisoners.

4. Authority agrees to permit employees of City, who have been approved by City's Chief of Police and who are acting in the course of official duties, to have access to any city prisoner or hold for state prisoner at any time while the prisoner is incarcerated at the Oklahoma County Detention Center.

5. Authority agrees to permit employees of City, who have been approved by City's Chief of Police and who are acting in the course of official duties, to assume temporary physical custody of any city prisoner from the Detention Center. Temporary

physical custody of any city prisoner is transferred from Authority to City upon presentment of the prisoner to City's employee. Upon temporary transfer of physical custody from Authority to City, City and its officers and employees are exclusively responsible for the custody, safety, and care of the prisoner and any expenses or liability therefor. Transfer of temporary physical custody from City back to Authority shall occur upon presentment of the prisoner to the Detention Center by City's employee.

6. If a hold for state prisoner requires medical care that cannot be rendered on-site at the Oklahoma County Detention Center, Authority will notify City via a designated contact person. Authority will further transport the prisoner to and from the Detention Center and maintain supervision over the prisoner while care is rendered at the outside facility or until an order of release or recognizance bond is entered by a court.

7. If a city prisoner requires medical care that cannot be rendered on-site at the Oklahoma County Detention Center, Authority will notify City via a designated contact person and proceed as follows:

- a. If the city prisoner requires non-emergency medical care, City will take temporary physical custody of the prisoner and transport them to and from the outside medical care facility. Such transportation will be by a law enforcement vehicle or other means, including ambulance, as is necessary based upon the prisoner's medical condition.
- b. If a city prisoner requires urgent or emergency medical care, Authority will transport the prisoner to a hospital or other appropriate outside medical facility. City will assume temporary physical custody of the prisoner by providing a uniformed officer to remain with the prisoner at the hospital or outside medical facility within four (4) hours of being notified of the prisoner's need for care. Cost of transportation and supervision of the city prisoner by Authority employees prior to City's assumption of temporary physical custody will be borne by City and calculated at the following rates: (i) IRS standard mileage rate as of July 1, 2025; and (ii) staff time calculated in increments of .10 of an hour, rounded up to the next .10 hour. If City does not assume temporary physical custody within four (4) hours of being notified of the prisoner's condition, the staff time rate for Authority employees to maintain physical custody of the city prisoner will increase to \$52.50 per hour for each hour, calculated in increments of .10 of an hour and rounded up to the nearest .10 hour.
- c. If a city prisoner requires medical care from a facility outside of the Detention Center for any reason, City will be the primary party liable for all expenses incurred for medical care and related expenses of the city prisoner. City agrees to indemnify and hold harmless Authority and Oklahoma County, as its beneficiary, from any and all such expenses.

8. Authority agrees to provide jail inspection reports of the State Department of Health to City upon request.

9. Authority agrees to submit monthly statements no later than the 15th of each month following the month of service on a claim form pursuant to statutory and/or City

Charter requirements. For compensation purposes, City's financial responsibility ends on the date City provides Authority documentation authorizing release of a city prisoner regardless of the date of actual release of the prisoner. Compensation for the jail services described herein shall be calculated as the total of the following charges:

- a. \$192.35 for the first prisoner day for each city prisoner detained at the Oklahoma County Detention Center. This includes the first prisoner day upon which a hold for state prisoner becomes a city prisoner even though the prisoner may have been incarcerated for one or more previous days awaiting determination or disposition of all state charges.
- b. \$66.92 for the second prisoner day and every subsequent prisoner day thereafter for each city prisoner detained at the Oklahoma County Detention Center.
- c. Cost of transportation for each city prisoner transported by Authority to an outside hospital or facility for medical care as set forth herein.
- d. Cost of supervision for each city prisoner supervised by Authority employees at an outside hospital or facility for medical care as set forth herein.
- e. Actual cost of medical care rendered to a city prisoner and all related medical expenses from a facility outside of the Oklahoma County Detention Center for any reason.

11. Authority may conduct a quarterly reconciliation of City's hold for state prisoner and city prisoner booking, charging, and case disposition records to ensure accuracy of prisoner classification for purposes of City's financial responsibility under this Agreement. Authority reserves the right to assess additional charges in accordance with the rates as set forth herein for jail services for any prisoner originally classified as a hold for state prisoner and found to be prosecuted upon a municipal citation or charge arising out of the same transaction or occurrence that formed the basis for the original arrest on state charges where the state charges are declined or dismissed without disposition on the merits.

12. Nothing in this Agreement shall limit the ability of Authority to collect fees for medical services as set forth in Section 531 of Title 19 and/or Section 979a of Title 22 of the Oklahoma Statutes.

B. The duties of City under this Agreement are as follows and no other:

1. City will not present any prisoner who is in need of immediate medical care to the Oklahoma County Detention Center. A prisoner in need of immediate medical care includes, but is not limited to, one who is unconscious or semi-conscious, bleeding, or cannot answer questions concerning their health to the satisfaction of medical personnel at the Detention Center. A prisoner who indicates or shows a need for medical care must first be taken to a hospital or other medical facility from a list of providers approved by the Detention Center. City employees must provide documentation of medical evaluation and/or treatment or refusal thereof by an approved hospital or medical facility as part of the documents required for booking and transfer of physical custody to Authority. Failure

to provide such documentation will result in rejection of the prisoner as medically unfit for detention.

2. City shall promptly notify designated employees of the Oklahoma County Detention Center of scheduled court appearances of any city prisoner. City shall assume temporary physical custody of a city prisoner for transport to and from all municipal court appearances. Upon temporary transfer of physical custody from Authority to City, City and its officers and employees are exclusively responsible for the custody, safety, and care of the prisoner and any expenses or liability therefor. Transfer of temporary physical custody from City back to Authority shall occur upon presentment of the prisoner to the Detention Center by City's employee.

3. City employees shall at all times comply with all security and confidentiality policies provided to them by Authority and its employees. Information belonging to Authority shall be safeguarded by City as its own information of like kind, subject to disclosures required by law.

4. City will provide designated employees of Authority written notice of the filing of any one or more municipal citations or charges against a current or former hold for state prisoner arising out of the same transaction or occurrence which formed the basis for the arrest and detention of the hold for state prisoner. Notice shall include the prisoner's name, date of birth, date of arrest, state charges at the time of booking, and the case number of the municipal citation or charge.

5. City will promptly provide designated employees of Authority with documentation relevant to the detention status of any hold for state prisoner or city prisoner. Such documents shall include, but not be limited to, decline or dismissal of state charges by the District Attorney's Office, decline or dismissal of city charges by the Municipal Counselor's Office, orders of release, recognizance bonds, and Judgment and Sentences.

ARTICLE III: MODIFICATION OF AGREEMENT

This Agreement sets forth the complete understanding of the parties and supersedes previous negotiations, representations, and oral agreements between the parties and their agents. No party, agent, administrator, or their employees may alter or change the terms of this Agreement, nor shall any party be bound by any statement or representation not in conformity herewith.

The terms of this Agreement may be amended as required by law or as may be in the interests of the parties. Any such modification and its effective date will be agreed upon by all parties in writing.

ARTICLE IV: CANCELLATION OF AGREEMENT

A. Any party may terminate this Agreement when it is determined to be in the party's best interest. The termination of the Agreement shall be effective thirty (30) days from the receipt of the written notice of termination. Written notice will be given in compliance with Article X of this Agreement.

B. Upon termination of this Agreement prior to the end of the then existing term, City shall pay all amounts due to Authority for jail services rendered up to the effective termination date in accordance with the fees described in Article II hereof.

ARTICLE V: RELATIONSHIP OF THE PARTIES

This Agreement is made between two political subdivisions of the State of Oklahoma. No separate legal entity or organization is created by this Agreement. This Agreement does not create an employment relationship, a joint employment relationship, a borrowed servant relationship, an agency relationship, a joint venture, or an association between the parties.

ARTICLE VI: NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement is intended by the parties, nor shall the Agreement be construed to confer upon any person or legal entity not a party to this Agreement any right, remedy, or claim, equitable or legal, under or by reason of this Agreement or any provision hereof. All provisions, conditions, and terms of this Agreement are intended to be and are for the exclusive benefit of Authority and City. Nothing herein shall be construed as consent by the parties to be sued by third parties or that this Agreement can be used in any litigation by third parties.

ARTICLE VII: NO WAIVER OF SOVERIEGN IMMUNITY

Each of the parties are political subdivisions of the state entitled to protections and immunities pursuant to the Governmental Tort Claims Act, Title 51, Section 151 *et seq.* Nothing in this Agreement is intended to or should be construed to be a waiver by any party of sovereign immunity or any other protections provided by the Governmental Tort Claims Act.

ARTICLE VIII: EXECUTION

This Agreement may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute but one and the same instrument.

ARTICLE IX: SEVERABILITY

If any provision of this Agreement or its application to any person or circumstance is held invalid by a court of competent jurisdiction, such invalidity does not affect any other provision of this Agreement or its application that can be given effect without the invalid provision or application.

ARTICLE X: NOTICES

All notices, designations, consents, offers, acceptances, or any other communication provided for herein will be given in writing and delivered by First Class U.S. Mail, by receipted hand delivery, or other similar and reliable carrier and addressed to each party as stated below. Notice will be deemed to be provided at the time it is actually received or within five days after deposited in First Class U.S. Mail.

Oklahoma County Criminal Justice Authority
c/o Oklahoma County Clerk
320 Robert S. Kerr, Suite 200
Oklahoma City, OK 73102

Municipality of Bethany
c/o City Clerk

ARTICLE XI: AUTHORIZATION

Each party to this Agreement represents and warrants to the other that they have the right, power, and authority to enter into and perform their obligations under this Agreement. By their signatures hereto, the parties represent that all requisite action to approve execution, delivery, and performance of this Agreement has been taken and that this Agreement constitutes a legal, valid, and binding obligation to the entity he or she represents in accordance with its terms.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above agreement and caused their duly authorized representatives to execute this Agreement.

The Oklahoma County Criminal Justice Authority

Chairman

Date

ATTEST:

County Clerk

Municipality of Bethany

Mayor

Date

ATTEST:

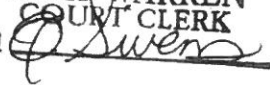
City Clerk

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

FILED IN DISTRICT COURT
OKLAHOMA COUNTY

MAY - 9 2025

IN RE: AVERAGE DAILY COST)
OF INCARCERATION) No.
IN THE OKLAHOMA)
COUNTY JAIL 2025)

RICK WARREN
COURT CLERK
51 

A07-2025-016

ADMINISTRATIVE ORDER

Judge Natalie Mai conducted a hearing on April 25, 2025, to determine the average daily cost of incarceration in the Oklahoma County Jail. See 22 O.S. 2011, §979a, Hubbard v. State of Oklahoma, 2002 OK CR 8, 45 P.3d 96, and Administrative Order AO7-2023-07. The sole and limited purpose for the hearing conducted by Judge Mai was to establish an evidentiary record upon which the District Court of Oklahoma County may, in its discretion, assess incarceration costs against a defendant in a criminal proceeding. The Court in Hubbard stated, in part, that § 979a “is designed to hold accountable those who have the ability to repay these costs, and . . . ensures that a particular defendant will only be held accountable for the costs attributable to him”. Id., at 101.

After hearing testimony and considering evidence presented, Judge Mai determined the average daily cost of incarceration in the Oklahoma County Jail for calendar year 2025 to be One Hundred Ninety-two and 35/100s Dollars (\$192.35) for the first day and Sixty-six and 92/100s Dollars (\$66.92) per day for each subsequent day. A blended rate for both would be Sixty-one and 42/100s Dollars (\$61.42) per day.

The Trial Court Administrator is directed to make the average daily cost of incarceration available to interested parties.

IT IS SO ORDERED.

Dated this 9 day of May 2025.



Richard C. Ogden
Presiding Administrative Judge

CERTIFIED COPY
AS FILED OF RECORD
IN DISTRICT COURT

MAY - 9 2025

RICK WARREN COURT CLERK
Oklahoma County


BETHANY CITY COUNCIL

From: Elizabeth A. Gray, City Manager
Date: June 26, 2025
Subject: Budget Adjustment for 2026 Oklahoma Municipal League Dues

BACKGROUND

This item is for a budget adjustment to include the dues for the Oklahoma Municipal League in the FY26 budget. During council budget discussions, some of the council members expressed cutting these dues as a cost saving measure for the City of Bethany. As a result, the dues were not included in the FY26 budget. However, the City Manager did inform each council member prior to the budget adoption and also advised them if they ever wished to reconsider that we could always perform a budget amendment.

Mayor Sandoval is requesting budget amendment 26-01 in the amount \$10,000 to include dues for the Oklahoma Municipal League in the FY 2026 budget.

RECOMMENDATION

1. As develops during the meeting



ADDITIONAL COMMENTS

CITY OF BETHANY

From: Michael Vaughn, Finance Director
Date: 7/1/2025
Subject: Delinquent Utility Account Hearing for various Bethany Utility Customers

BACKGROUND

On May 30, 2025 the City of Bethany mailed via certified mail notices of delinquency to a number of utility customers that have Bethany sewer services and Oklahoma City water. Per Bethany Ordinance 2049, customers are entitled to a hearing before Council prior to Council declaring the accounts delinquent and submitting them to Oklahoma City to request termination of their water service. All of the utility customers notified have not paid for any Bethany utility services for at least thirty days past their bill's due date.

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

RECOMMENDATION

1. Approve Resolution No. 1720 finding the accounts of the listed utility customers delinquent.

ADDITIONAL COMMENTS

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

THE CITY OF BETHANY

RESOLUTION NO. 1720

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

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

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

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

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

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

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

ADOPTED THIS 1st DAY OF JULY, 2025

THE CITY OF BETHANY

(SEAL)

ATTEST:

Mayor

City Clerk

Attachment 1

Utility Accounts for Delinquency Hearings on 07-01-25

ACCOUNT #	NAME	ADDRESS	AMOUNT DUE
52-2780-01	Chad Krittenbrink	5913 NW 82 nd Cir	357.68
52-0730-00	Billie J Campbell	10213 Eastlake dr	612.50
52-2205-00	Drake Becky Jane	5900 Tiffany Circle	872.12
52-1590-09	Dolan Property Mngt	6020 Queens Gate	324.05
52-1370-03	Jason Ta	8721 Old Brompton rd	597.28
52-2158-01	Elmer Parratt	11413 Springcreek rd	1470.65

BETHANY CITY COUNCIL

From: Elizabeth Gray, City Manager
Date: July 1, 2025
Subject: Approval of Amendment No. 1 to the Construction Contract with SAC Services, Inc. for Oklahoma County ARPA funded 34th Street Healthy Living and Active Community Project.

BACKGROUND

The City applied and was approved for a \$100,000 ARPA Grant from Oklahoma County for sidewalks and new water meters on NW 34th between College and Peniel. This project is to provide access to the All-Abilities handicapped accessible playground, OK Human Services bus, Alzheimer’s support group, Infant Crisis Van, Library, Seniors and Law Training, Livestrong cancer program, Fitness Classes, YMCA, Police Department and municipal services.

On November 5, 2024 the City of Bethany entered into a contract for engineering and design services with TEIM Design.

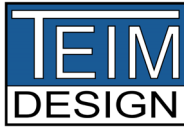
On April 1, 2025, Council approved the construction contract to SAC Services, Inc. in the amount of \$78,111.00. City Staff and Engineers recommend Amendment No. 1 to the contract for a decrease amount of \$2,305.55 for a revised contract amount of \$75,805.45.

RECOMMENDATION

1. Approval of Amendment No. 1 to the Construction Contract with SAC Services, Inc. for the Oklahoma County ARPA funded 34th Street Healthy Living and Active Community Project in the deduct amount of \$2,305.55 and revised contract amount of \$75,805.45.

ADDITIONAL COMMENTS





TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

June 10, 2025

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

Re: Healthy Living and Active Community Project
Sidewalk and Meter Replacement
Amendment No. 1

Dear Ms. Gray:

I. AMENDMENT NO. 1 - SCOPE AND JUSTIFICATION

The scope of Amendment No. 1 is to amend the existing bid pay item quantities for the final quantities for the completed project.

II. COST ESTIMATE

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

Original Contract Amount:	\$78,111.00
Amendment No. 1 (Deduct):	(\$2,305.55)
Revised Contract Amount:	\$75,805.45

The above and foregoing is hereby accepted this 10th day of June 2025, and the undersigned agrees to perform the work as so indicated in this Amendment No. 1 with said adjustments in the contract sum.

SAC Services, Inc.

 President
Name and Title

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



Robbie Williams, P.E.

City Attorney

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

ATTEST:

CITY CLERK

MAYOR

BETHANY CITY COUNCIL

From: Elizabeth Gray, City Manager
Date: July 1, 2025
Subject: Accept Improvements for the Oklahoma County ARPA funded 34th Street Healthy Living and Active Community Project.

BACKGROUND

The City applied and was approved for a \$100,000 ARPA Grant from Oklahoma County for sidewalks and new water meters on NW 34th between College and Peniel. This project is to provide access to the All-Abilities handicapped accessible playground, OK Human Services bus, Alzheimer’s support group, Infant Crisis Van, Library, Seniors and Law Training, Livestrong cancer program, Fitness Classes, Police Department and municipal services.

On November 5, 2024 the City of Bethany entered into a contract for engineering and design services with TEIM Design.

On April 1, 2025, Council approved the construction contract to SAC Services, Inc. in the amount of \$78,111.00. Amendment No. 1 to the contract was a decrease amount of \$2,305.55 for a revised contract amount of \$75,805.45.

The work is now complete.

RECOMMENDATION

1. Accept Improvements for the Oklahoma County ARPA funded 34th Street Healthy Living and Active Community Project.



ADDITIONAL COMMENTS

BETHANY CITY COUNCIL

From: Elizabeth Gray, City Manager
Date: July 1, 2025
Subject: Approval of Change Order No. 1 and Amendment No.1 to the Construction Contract with All Roads Paving, Inc for Pavement Improvement Project NW 30th from Rockwell to Peniel (G.O. Bond Proposition 1-E), Mueller from NW 44th to NW 50th (G.O. Bond Proposition 1-F) and Divis from NW 36th to NW 39th (G.O. Bond Proposition 1-G)

BACKGROUND

On August 23, 2022, citizens of Bethany passed General Obligation Bond, Proposition 1, that included Proposition 1-E for Pavement Improvements for NW 30th from Rockwell to Peniel, Proposition 1-F for Pavement Improvements for Mueller from NW 44th to NW 50th, and Proposition 1-G for Pavement Improvements for Divis from NW 36th to NW 39th.

On November 15, 2022 the City of Bethany entered into a contract for engineering and design services with TEIM Design. Bids were opened and a construction contract was awarded to All Roads Paving, Inc. in the amount of \$1,517,133.45.

The scope of Change Order No. 1 is for additional work for pothole locating high pressure gas lines for construction of the project in the amount of \$3,791.00 and Amendment No. 1 is for the as built quantities for the completion of the work in the amount of \$71,445.94 for a new contract amount of \$1,592,370.39

RECOMMENDATION

1. Approval of Change Order No. 1 and Amendment No. 1 to the construction contract with All Roads Paving Inc for the Pavement Improvement Project NW 30th from Rockwell to Peniel (G.O. Bond Proposition 1-E), Mueller from NW 44th to NW 50th (G.O. Bond Proposition 1-F) and Divis from NW 36th to NW 39th (G.O. Bond Proposition 1-G).

ADDITIONAL COMMENTS

This project is being funded through GO Bond Proposition 1 funds





TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

June 23, 2025

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

Re: Pavement Improvement Projects
G.O. Bond Proposition 1-E – NW 30th from Rockwell to Peniel
G.O. Bond Proposition 1-F – Mueller from NW 44th to NW 50th
G.O. Bond Proposition 1-G – Divis from NW 36th to NW 39th

Dear Ms. Gray:

I. AMENDMENT NO. 1 - SCOPE AND JUSTIFICATION

The scope of Amendment No. 1 is to amend the existing bid pay item quantities for the completed work.

II. CHANGE ORDER NO. 1 - SCOPE AND JUSTIFICATION

Change Order No. 1 adds a new item “Hydrovac Pothole HP Gas Line”. The roadway improvements on NW 30th Street from Rockwell to Peniel required the contractor to locate the existing ONG high pressure gas line for construction of the roadway project.

II. COST ESTIMATE

See Attachment A for the cost breakdown for Amendment No. 1 and Change Order No. 1.

Original Contract Amount:	\$1,517,133.45
Amendment No. 1:	\$71,445.94
Change Order No. 1:	\$3,791.00 (0.25%)
Revised Contract Amount:	\$1,592,370.39

The above and foregoing is hereby accepted this 23rd day of June 2025 and the undersigned agrees to perform the work as so indicated in this Amendment No. 1 and Change Order No. 1 with said adjustments in the contract sum.

All Roads Paving, Inc.

David G. Barnett
Name and Title President

The prices shown for the Amendment were established by competitive bidding in the original contract and not subject to the Oklahoma Competitive Bidding Act. The prices shown for the Change Order were established by negotiation and appear to be fair and reasonable.



Robbie Williams, P.E. City Engineer

City Attorney

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

ATTEST:

CITY CLERK

MAYOR

NW 30th, PROP 1E - GENERAL PAY QUANTITIES - BASE BID-PART A

All Roads Paving, Inc

REPORT DATE: 6/17/2025

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM TOTAL	AS-BUILT QUANTITY	QTY DELTA	AS-BUILT ITEM TOTAL	DELTA
201(A) 1200	CLEARING AND GRUBBING	LSUM	1.0	\$3,450.00	\$3,450.00	1.00	0.00	\$ 3,450.00	\$ -
202(H) 2900	EARTHWORK	LSUM	1.0	\$31,056.07	\$31,056.07	1.00	0.00	\$ 31,056.07	\$ -
221(C) 2400	TEMPORARY SEDIMENT FILTER	EA	7.0	\$448.50	\$3,139.50	0.00	-7.00	\$ -	\$ (3,139.50)
221(C) 2600	TEMPORARY SILT DIKE	LF	84.0	\$30.36	\$2,550.24	0.00	-84.00	\$ -	\$ (2,550.24)
230(A) 7200	SOLID SLAB SODDING	SY	350.0	\$5.11	\$1,788.50	475.00	125.00	\$ 2,427.25	\$ 638.75
303(A) 1200	AGGREGATE BASE TYPE A	CY	997.0	\$75.28	\$75,054.16	1239.00	242.00	\$ 93,271.92	\$ 18,217.76
310(B) 5300	SUBGRADE METHOD B	SY	5,981.0	\$2.99	\$17,883.19	5981.00	0.00	\$ 17,883.19	\$ -
325 0100	SEPARATOR FABRIC	SY	5,981.0	\$1.06	\$6,339.86	6137.00	156.00	\$ 6,505.22	\$ 165.36
414(A) 5200	P.C. CONCRETE PAVEMENT (PLACEMENT)	SY	5,981.0	\$19.78	\$118,304.18	6137.00	156.00	\$ 121,389.86	\$ 3,085.68
414(G) 5800	P.C. CONCRETE FOR PAVEMENT	CY	997.0	\$174.80	\$174,275.60	1024.00	27.00	\$ 178,995.20	\$ 4,719.60
609(A) 4270	CONC. CURB (8" BARRIER-INTEGRAL)	LF	96.0	\$35.58	\$3,415.68	200.00	104.00	\$ 7,116.00	\$ 3,700.32
619(B) 6200	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LSUM	1.0	\$3,450.00	\$3,450.00	1.00	0.00	\$ 3,450.00	\$ -
619(B) 6360	REMOVAL OF CONCRETE PAVEMENT	SY	222.0	\$17.94	\$3,982.68	338.00	116.00	\$ 6,063.72	\$ 2,081.04
619(B) 6364	REMOVAL OF ASPHALT PAVEMENT	SY	5,673.0	\$6.15	\$34,888.95	5756.00	83.00	\$ 35,399.40	\$ 510.45
619(B) 6400	REMOVAL OF CURB	LF	15.0	\$17.94	\$269.10	15.00	0.00	\$ 269.10	\$ -
619(C) 6600	SAWING PAVEMENT	LF	2,899.0	\$3.11	\$9,015.89	3934.00	1035.00	\$ 12,234.74	\$ 3,218.85
642(B) 3300	CONSTRUCTION STAKING LEVEL II	LSUM	1.0	\$4,025.00	\$4,025.00	1.00	0.00	\$ 4,025.00	\$ -
220 1100	SWPPP DOCUMENTATION AND MANAGEMENT	LSUM	1.0	\$3,910.92	\$3,910.92	1.00	0.00	\$ 3,910.92	\$ -
641 2110	MOBILIZATION	LSUM	1.0	\$10,666.25	\$10,666.25	1.00	0.00	\$ 10,666.25	\$ -
880(B) 6300	CONSTRUCTION SIGNS 0 TO 6.25 SF	SD	900.0	\$0.75	\$675.00	1929.00	1029.00	\$ 1,446.75	\$ 771.75
880(B) 6310	CONSTRUCTION SIGNS 6.26 TO 15.99 SF	SD	180.0	\$0.75	\$135.00	217.00	37.00	\$ 162.75	\$ 27.75
880(B) 6320	CONSTRUCTION SIGNS 16.00 TO 32.99 SF	SD	1440.0	\$0.75	\$1,080.00	1647.00	207.00	\$ 1,235.25	\$ 155.25
880(C) 6410	CONSTRUCTION BARRICADES (TYPE III)	SD	540.0	\$2.01	\$1,085.40	2373.00	1833.00	\$ 4,769.73	\$ 3,684.33
880(G) 6805	CHANNELIZER CONES	SD	2430.0	\$0.98	\$2,381.40	2497.00	67.00	\$ 2,447.06	\$ 65.66
TOTAL 1E BASE BID PRICE-PART A					\$512,822.57			\$ 548,175.38	\$ 35,352.81
CHG OR	HYDROVAC POT HOLE HP GAS LINE	LS	0.0	\$3,791.00		1.00	1.00	\$ 3,791.00	\$ 3,791.00
TOTAL 1E PART A					\$512,822.57			\$ 551,966.38	\$ 39,143.81

Mueller, PROP 1F - GENERAL PAY QUANTITIES - BASE BID- PART B

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM TOTAL	AS-BUILT QUANTITY	QTY DELTA	AS-BUILT ITEM TOTAL	DELTA
201(A) 1200	CLEARING AND GRUBBING	LSUM	1.0	\$3,450.00	\$3,450.00	1.00	0.00	\$ 3,450.00	\$ -
202(H) 2900	EARTHWORK	LSUM	1.0	\$28,665.22	\$28,665.22	1.00	0.00	\$ 28,665.22	\$ -
221(C) 2400	TEMPORARY SEDIMENT FILTER	EA	8.0	\$448.50	\$3,588.00	0.00	-8.00	\$ -	\$ (3,588.00)
221(C) 2600	TEMPORARY SILT DIKE	LF	14.0	\$30.36	\$425.04	0.00	-14.00	\$ -	\$ (425.04)
230(A) 7200	SOLID SLAB SODDING	SY	494.0	\$5.11	\$2,524.34	494.00	0.00	\$ 2,524.34	\$ -
303(A) 1200	AGGREGATE BASE TYPE A	CY	883.0	\$72.84	\$64,317.72	1122.72	239.72	\$ 81,778.92	\$ 17,461.20
310(B) 5300	SUBGRADE METHOD B	SY	5,297.0	\$2.99	\$15,838.03	5664.00	367.00	\$ 16,935.36	\$ 1,097.33
325 0100	SEPARATOR FABRIC	SY	5,297.0	\$1.06	\$5,614.82	5664.00	367.00	\$ 6,003.84	\$ 389.02
414(A) 5200	P.C. CONCRETE PAVEMENT (PLACEMENT)	SY	5,297.0	\$29.09	\$154,089.73	5664.00	367.00	\$ 164,765.76	\$ 10,676.03
414(G) 5800	P.C. CONCRETE FOR PAVEMENT	CY	883.0	\$174.80	\$154,348.40	944.00	61.00	\$ 165,011.20	\$ 10,662.80
609(A) 4270	CONC. CURB (8" BARRIER-INTEGRAL)	LF	73.0	\$42.74	\$3,120.02	48.00	-25.00	\$ 2,051.52	\$ (1,068.50)
609(B) 4310	COMBINED CURB & GUTTER (6" BARRIER)	LF	50.0	\$42.74	\$2,137.00	66.00	16.00	\$ 2,820.84	\$ 683.84
610(A) 5200	4" CONCRETE SIDEWALK	SY	26.0	\$101.02	\$2,626.52	121.50	95.50	\$ 12,273.93	\$ 9,647.41
611(G) 7782	INLET CI DES. 2D	EA	1.0	\$8,354.66	\$8,354.66	1.00	0.00	\$ 8,354.66	\$ -
613(A) 5208	18" R.C. PIPE CLASS III	LF	14.0	\$110.76	\$1,550.64	14.00	0.00	\$ 1,550.64	\$ -
619(B) 6200	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LSUM	1.0	\$3,450.00	\$3,450.00	1.00	0.00	\$ 3,450.00	\$ -
619(B) 6360	REMOVAL OF CONCRETE PAVEMENT	SY	111.0	\$13.80	\$1,531.80	134.00	23.00	\$ 1,849.20	\$ 317.40
619(B) 6364	REMOVAL OF ASPHALT PAVEMENT	SY	5,258.0	\$4.54	\$23,871.32	5442.00	184.00	\$ 24,706.68	\$ 835.36
619(B) 6400	REMOVAL OF CURB	LF	17.0	\$13.80	\$234.60	25.00	8.00	\$ 345.00	\$ 110.40
619(B) 6404	REMOVAL OF SIDEWALK	SY	25.0	\$13.80	\$345.00	115.00	90.00	\$ 1,587.00	\$ 1,242.00
619(C) 6600	SAWING PAVEMENT	LF	2,434.0	\$3.11	\$7,569.74	986.00	-1448.00	\$ 3,066.46	\$ (4,503.28)
642(B) 3300	CONSTRUCTION STAKING LEVEL II	LSUM	1.0	\$4,025.00	\$4,025.00	1.00	0.00	\$ 4,025.00	\$ -
220 1100	SWPPP DOCUMENTATION AND MANAGEMENT	LSUM	1.0	\$3,450.00	\$3,450.00	1.00	0.00	\$ 3,450.00	\$ -
641 2110	MOBILIZATION	LSUM	1.0	\$15,841.25	\$15,841.25	1.00	0.00	\$ 15,841.25	\$ -
880(B) 6300	CONSTRUCTION SIGNS 0 TO 6.25 SF	SD	900.0	\$0.75	\$675.00	162.00	-738.00	\$ 121.50	\$ (553.50)
880(B) 6310	CONSTRUCTION SIGNS 6.26 TO 15.99 SF	SD	180.0	\$0.75	\$135.00	212.00	32.00	\$ 159.00	\$ 24.00
880(B) 6320	CONSTRUCTION SIGNS 16.00 TO 32.99 SF	SD	1530.0	\$0.75	\$1,147.50	977.00	-553.00	\$ 732.75	\$ (414.75)
880(C) 6410	CONSTRUCTION BARRICADES (TYPE III)	SD	540.0	\$2.01	\$1,085.40	536.00	-4.00	\$ 1,077.36	\$ (8.04)
880(G) 6805	CHANNELIZER CONES	SD	3870.0	\$0.98	\$3,792.60	2200.00	-1670.00	\$ 2,156.00	\$ (1,636.60)
TOTAL 1F BASE BID- PART B					\$517,804.35			\$ 558,753.43	\$ 40,949.08

Mueller, PROP 1F - GENERAL PAY QUANTITIES - ADD ALT NO. 1 - PART B

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM TOTAL	AS-BUILT QUANTITY	QTY DELTA	AS-BUILT ITEM TOTAL	DELTA
610(A) 5200	4" CONCRETE SIDEWALK	SY	75.0	\$101.43	\$7,607.25	75.00	0.00	\$ 7,607.25	\$ -
TOTAL 1F ADD ALT NO 1- PART B					\$7,607.25			\$ 7,607.25	\$ -
TOTAL 1F BASE BID + ALT NO 1 - PART B					\$ 525,411.60			\$ 566,360.68	\$ 40,949.08

Divis, PROP 1G - GENERAL PAY QUANTITIES - BASE BID- PART C

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM TOTAL	AS-BUILT QUANTITY	QTY DELTA	AS-BUILT ITEM TOTAL	DELTA
201(A) 1200	CLEARING AND GRUBBING	LSUM	1.0	\$3,450.00	\$3,450.00	1.00	0.00	\$ 3,450.00	\$ -
202(H) 2900	EARTHWORK	LSUM	1.0	\$31,055.52	\$31,055.52	1.00	0.00	\$ 31,055.52	\$ -
221(B) 2300	TEMPORARY SILT FENCE	EA	467.0	\$2.90	\$1,354.30	0.00	-467.00	\$ -	\$ (1,354.30)
230(A) 7200	SOLID SLAB SODDING	SY	412.0	\$5.11	\$2,105.32	412.00	0.00	\$ 2,105.32	\$ -
303(A) 1200	AGGREGATE BASE TYPE A	CY	483.0	\$84.97	\$41,040.51	483.00	0.00	\$ 41,040.51	\$ -
310(B) 5300	SUBGRADE METHOD B	SY	2,895.0	\$5.91	\$17,109.45	2895.00	0.00	\$ 17,109.45	\$ -
325 0100	SEPARATOR FABRIC	SY	2,895.0	\$1.06	\$3,068.70	2895.00	0.00	\$ 3,068.70	\$ -
414(A) 5200	P.C. CONCRETE PAVEMENT (PLACEMENT)	SY	2,895.0	\$35.84	\$103,756.80	2895.00	0.00	\$ 103,756.80	\$ -
414(G) 5800	P.C. CONCRETE FOR PAVEMENT	CY	483.0	\$174.80	\$84,428.40	483.00	0.00	\$ 84,428.40	\$ -
619(B) 6200	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LSUM	1.0	\$3,450.00	\$3,450.00	1.00	0.00	\$ 3,450.00	\$ -
619(B) 6364	REMOVAL OF ASPHALT PAVEMENT	SY	2,577.0	\$13.47	\$34,712.19	2577.00	0.00	\$ 34,712.19	\$ -
619(C) 6600	SAWING PAVEMENT	LF	784.0	\$3.11	\$2,438.24	784.00	0.00	\$ 2,438.24	\$ -
642(B) 3300	CONSTRUCTION STAKING LEVEL II	LSUM	1.0	\$4,025.00	\$4,025.00	1.00	0.00	\$ 4,025.00	\$ -
220 1100	SWPPP DOCUMENTATION AND MANAGEMENT	LSUM	1.0	\$3,910.92	\$3,910.92	1.00	0.00	\$ 3,910.92	\$ -
641 2110	MOBILIZATION	LSUM	1.0	\$12,678.75	\$12,678.75	1.00	0.00	\$ 12,678.75	\$ -
880(B) 6300	CONSTRUCTION SIGNS 0 TO 6.25 SF	SD	600.0	\$0.75	\$450.00	107.00	-493.00	\$ 80.25	\$ (369.75)
880(B) 6310	CONSTRUCTION SIGNS 6.26 TO 15.99 SF	SD	120.0	\$0.75	\$90.00	120.00	0.00	\$ 90.00	\$ -
880(B) 6320	CONSTRUCTION SIGNS 16.00 TO 32.99 SF	SD	960.0	\$0.75	\$720.00	206.00	-754.00	\$ 154.50	\$ (565.50)
880(C) 6410	CONSTRUCTION BARRICADES (TYPE III)	SD	360.0	\$2.01	\$723.60	360.00	0.00	\$ 723.60	\$ -
880(G) 6805	CHANNELIZER CONES	SD	1200.0	\$0.98	\$1,176.00	1200.00	0.00	\$ 1,176.00	\$ -
TOTAL BASE BID 1F- PART C					\$351,743.70			\$ 349,454.15	\$ (2,289.55)

Divis, PROP 1G - GENERAL PAY QUANTITIES - ADD ALT NO. 1 - PART C

ATTACHMENT "A" ROADWAY PROPOSITION NO. 1-E, 1-F, AND 1-G

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM TOTAL	AS-BUILT QUANTITY	QTY DELTA	AS-BUILT ITEM TOTAL	DELTA	
201(A) 1200	CLEARING AND GRUBBING	LSUM	1.0	\$3,450.00	\$3,450.00	1.00	0.00	\$ 3,450.00	\$ -	
202(H) 2900	EARTHWORK	LSUM	1.0	\$15,021.58	\$15,021.58	1.00	0.00	\$ 15,021.58	\$ -	
221(B) 2300	TEMPORARY SILT FENCE	EA	283.0	\$2.90	\$820.70		-283.00	\$ -	\$ (820.70)	
230(A) 7200	SOLID SLAB SODDING	SY	74.0	\$5.11	\$378.14	74.00	0.00	\$ 378.14	\$ -	
303(A) 1200	AGGREGATE BASE TYPE A	CY	163.0	\$84.97	\$13,850.11	163.00	0.00	\$ 13,850.11	\$ -	
310(B) 5300	SUBGRADE METHOD B	SY	975.0	\$16.97	\$16,545.75	975.00	0.00	\$ 16,545.75	\$ -	
325 0100	SEPARATOR FABRIC	SY	975.0	\$1.06	\$1,033.50	975.00	0.00	\$ 1,033.50	\$ -	
414(A) 5200	P.C. CONCRETE PAVEMENT (PLACEMENT)	SY	975.0	\$29.68	\$28,938.00	975.00	0.00	\$ 28,938.00	\$ -	
414(G) 5800	P.C. CONCRETE FOR PAVEMENT	CY	163.0	\$174.80	\$28,492.40	163.00	0.00	\$ 28,492.40	\$ -	
619(B) 6200	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LSUM	1.0	\$3,450.00	\$3,450.00	1.00	0.00	\$ 3,450.00	\$ -	
619(B) 6364	REMOVAL OF ASPHALT PAVEMENT	SY	962.0	\$10.81	\$10,399.22	962.00	0.00	\$ 10,399.22	\$ -	
619(B) 6380	REMOVAL OF CONCRETE DRIVEWAY	SY	7.0	\$17.94	\$125.58	7.00	0.00	\$ 125.58	\$ -	
619(C) 6600	SAWING PAVEMENT	LF	1,348.0	\$3.45	\$4,650.60	842.00	-506.00	\$ 2,904.90	\$ (1,745.70)	
TOTAL 1G ADD ALT NO 1- PART C					\$127,155.58			\$ 124,589.18	\$ (2,566.40)	
Total Price					\$1,517,133.45			\$ 1,592,370.39	\$ 75,236.94	
									Change Order No. 1 Total	\$ 3,791.00
									Amendment No. 1 Total	\$ 71,445.94

BETHANY CITY COUNCIL

From: Elizabeth Gray, City Manager
Date: July 1, 2025
Subject: Request Permission to Advertise for Bids for the Fire Department Training Tower Water Line Project

BACKGROUND

The City applied for and was awarded a grant from the Oklahoma Department of Emergency Management (OEM) for a Multi-Agency Training Tower. The approved amount for the project is \$600,000, with \$300,000 being the federal share and \$300,000 being provided by the City of Bethany as match. This water line will enhance disaster response and provide essential training for local personnel and may also be utilized by surrounding agencies. The tower will support exercises in urban search and rescue, high-angle rescue, active shooter drills and other technical rescue techniques.

This item was approved by the City Council on March 4, 2025 to approve moving forward with the Multi-Agency Training Tower and the concrete pad needed for the construction of the tower and the design of a new 6" waterline along NW 39th to be extended to the tower to support the rescue drills and to replace the current undersized 2" waterline on the north side of the street to provide better water supply to the area.

TEIM Design now requests permission to advertise for bids.

RECOMMENDATION

1. Approve permission to advertise for bids for the Fire Department Training Tower Water Line Project.

ADDITIONAL COMMENTS

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



TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

June 23, 2025

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

Re: Request Permission to Advertise for Bids the City of Bethany Fire Department Training Tower
Proposed 6 Inch Water Line Project

Dear Ms. Gray,

We are requesting permission to advertise for bids the City of Bethany Fire Department Training Tower Proposed 6 Inch Water Line Project. We anticipate the City Council to consider the award of the contract on August 19, 2025.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'S. Manek', written in a cursive style.

Steve Manek, PE

Attachments: Project plans and specifications

Agenda: 07/01/2025
Item: 11
BPWA Item: 2

BETHANY CITY COUNCIL
BETHANY PUBLIC WORKS AUTHORITY

From: Elizabeth Gray, City Manager
Date: July 1, 2025
Subject: Discussion and possible approval of Engineering Design Contract for Granular Activated Carbon (GAC) Filter Upgrades and Modifications for Emerging Contaminants Project with TEIM Design and applying of Loan Forgiveness when applicable.

BACKGROUND

The Environmental Protection Agency has recently provided guidance that lowers the allowable limits of certain contaminants in drinking water, such as PFAs. One of the most effective ways to remove these contaminants is through the use of Granular Activated Carbon Filters (GAC). The Bethany Water Treatment Plant (WTP) currently has 4 GAC filters which are used for taste and odor control, but only 3 are in service. The fourth GAC filter was damaged in the past and requires structural repairs. The Oklahoma Department of Environmental Quality has a program for possible Loan Forgiveness for Emerging Contaminants. The City has completed the first step of the ODEQ process for loan forgiveness which was to submit a request for the WTP to be placed on the Project Priority List (PPL) in the amount of \$2.5 million dollars. The remaining steps in the process to be completed are:

- A) Pilot Study Protocol outlining proposed plant modifications developed and submitted to the ODEQ for review.
- B) Design of pilot study plant modifications submitted to the ODEQ for construction permitting.
- C) Construction of the pilot study improvements and monitoring of water quality.
- D) Submittal of Engineering report to the ODEQ of the pilot study findings for review and approval.
- E) Design of final plant modifications and submittal to ODEQ for construction permitting.
- F) Construction of final plant modifications to address emerging contaminants.

Staff recommends approval of the attached contract for an amount of \$225,000 to complete all the phases shown above, including the construction inspection of all improvements.

RECOMMENDATION

1. Approve Engineering Design Contract between the City of Bethany and TEIM Design for design of the Granular Activated Carbon (GAC) Filter Upgrades and Modifications for Emerging Contaminants Project and applying for Loan Forgiveness when applicable.

ADDITIONAL COMMENTS

Funding to come from the 2013 Bond with the possibility of a future OWRB Forgivable Loan



**CITY OF BETHANY, OKLAHOMA
ENGINEERING CONTRACT**

This contract entered into between the City of Bethany, Oklahoma, hereinafter called the "City"; and TEIM Design, PLLC., 3020 NW 149th Street, Oklahoma City, Oklahoma, hereinafter called the "Engineer". This _____ day of _____, 20__ for the purpose of providing engineering services, contract documents, and construction inspection for the Granular Activated Carbon (GAC) Filter upgrades and modification for emerging contaminants, hereinafter referred to as the PROJECT;

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

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

SECTION 1

A. BASIC SERVICES OF ENGINEER

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

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

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

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

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

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

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

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

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

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

7. Indemnity

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

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

9. Preliminary Design Phase

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

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

10. Final Design Phase

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

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

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

11. Advertising and Bidding Phase

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

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

12. Construction Phase

During the Construction Phase, the Engineer shall:

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

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

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

SECTION 2

CITY RESPONSIBILITIES

The City Shall:

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

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

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

SECTION 3

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

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

IN WITNESS WHEREOF, this Contract was executed and approved by the Engineer this 25 day of June 2025.

ATTEST:

TEIM DESIGN, PLLC.

President

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 25 day of June 2025, by Joe B. Davis, P.E., as President of TEIM Design, PLLC.

My Commission Expires/Commission Number: _____

Notary Public

10-04-2027 / 19010036 (Seal)



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

THE CITY OF BETHANY

ATTEST:

City Clerk

Mayor

EXHIBIT "A"
Scope of Services Services

CITY OF BETHANY
GRANULAR ACTIVATED CARBON (GAC) FILTER UPGRADES AND MODIFICATION FOR
EMERGING CONTAMINANTS

The Scope of Work shall include all necessary services to furnish:

- * Pilot study protocol submitted to ODEQ.
- * Detailed construction plans, bidding documents, construction administration and inspect for the Pilot Study Implementation Project.
- * Pilot study comprehensive report submitted to the ODEQ including water quality testing.
- * Detailed construction plans, bidding documents, construction administration, and inspection for complete GAC filter upgrades and modifications project.

The cost of services is:

Engineering Services	\$167,500
<u>Inspection Services</u>	<u>\$ 57,500</u>
Total	\$225,000 (lump sum)

EXHIBIT “B”

Compensation for Hourly Engineering Services & Payments

Compensation.

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

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

Payments.

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

EXHIBIT "C"
EQUAL OPPORTUNITY CLAUSE

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT “D”

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

See also § 200.471.

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

BETHANY CITY COUNCIL

From: Chief John Reid
Date: June 25, 2025
Subject: Long Range Rifles

BACKGROUND:

The City of Bethany has a Memorandum of Understanding with the Oklahoma County Sheriff's Office concerning four officers being members of the Multi-Jurisdictional Swat Team. The City provides equipment to the officers assigned to the Swat Team. The City owns two long range rifles that are no longer in use by the police department. The City would like to make these two rifles available to the Oklahoma County Sheriff's Office Multi-Jurisdictional Swat Team for use. The City and its citizens are benefited by an adequately equipped County Swat Team which is tasked to provide public safety and law enforcement protection. This agreement will be effective for five years.

The two long range rifles will be used and maintained by the Swat Team. The maintenance and repairs will be at the expense of the Oklahoma County Multi-Jurisdictional Swat Team.

RECOMMENDATION

1. Approve the agreement between the city and the Oklahoma County Sheriff's Office Multi-Jurisdictional Swat Team for the use of two long range rifles.

ADDITIONAL COMMENTS



**Agreement
Between City of Bethany and Oklahoma County**

THIS AGREEMENT is made and entered into, by and between the City of Bethany, and the Oklahoma County Sheriff the “City” and “County” respectively.

WHEREAS, the County SWAT Team seeks to utilize long rifles owned by the City to provide higher levels of public safety to the City and the County, and

WHEREAS, the City and its citizens are benefited by an adequately equipped County SWAT Team which is tasked to provide public safety and law enforcement protection.

WHEREAS, the County SWAT Team employs retired City police department personnel who are familiar with how the rifles function, and

WHEREAS, the rifles, which are in good working order, are not in use by the City.

NOW, THEREFORE, it is hereby mutually agreed as follows:

1. The City will provide the County two rifles with the following serial numbers; #G6858855, and #D6852961 for use by the County SWAT Team in the performance of its public safety obligations and duties.

2. The County SWAT team is responsible for the maintenance and care of the rifles. Should the rifles be lost or damaged, The County agrees to replace or repair the rifles at no cost to the City.

3. The rifles shall be utilized by the County SWAT Team with no other use authorized.

4. This Agreement commences effective July 1, 2025 and will remain in full force and effect for the term of five years.

5. No alteration or variation of the terms or conditions of this Agreement will be valid unless made in writing and signed by the parties hereto. However, this Agreement may be amended, in writing, by mutual consent of the parties. Further, this Agreement may be terminated by the City or the County upon thirty (30) days’ written notice to the Police Department or Sheriff’s Office respectively. The City may waive the thirty (30) day notice requirement at its sole discretion.

6. This Agreement is made between two political subdivisions of the State of Oklahoma. No separate legal entity or organization is created by this Agreement. This Agreement does not create an employment relationship, a joint employment relationship, a borrowed servant relationship, an agency relationship, a joint venture, or an association between the parties.

7. Nothing in this Agreement is intended by the parties, nor shall the Agreement be construed to confer upon any person or legal entity not a party to this Agreement any right, remedy, or claim, equitable or legal, under or by reason of this Agreement or any provision hereof. All provisions, conditions, and terms of this Agreement are intended to be and are for the exclusive benefit of Bethany and Oklahoma City. Nothing herein shall be construed as consent by the parties to be sued by third parties or that this Agreement can be used in any litigation by third parties.

8. Each of the parties are political subdivisions of the State of Oklahoma and are entitled to protections and immunities pursuant to the Governmental Tort Claims Act, 51. O.S. § 151 et seq. Nothing in this Agreement is intended to or should be construed to be a waiver by any party of sovereign immunity or any other protections provided by the Governmental Tort Claims Act.

9. All notices, designations, consents, offers, acceptances, or any other communication provided for herein will be given in writing and delivered by First Class U.S. Mail, by receipted hand delivery, or other similar and reliable carrier and addressed to each party as stated below. Notice will be deemed to be provided at the time it is received or within five days after deposited in First Class U.S. Mail.

City of Bethany
c/o Bethany Chief of Police
6714 N.W. 36th Street
Bethany, OK 73008

Oklahoma County
c/o Sheriff of Oklahoma County
200 North Walker
Oklahoma City, OK 73102

10. This Agreement may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute but one and the same instrument.

11. Each party to this Agreement represents and warrants to the other that they have the right, power, and authority to enter and perform their obligations under this Agreement. By their signatures hereto, the parties represent that all requisite action to approve execution, delivery, and performance of this Agreement has been taken and that this Agreement constitutes a legal, valid, and binding obligation to the entity he or she represents in accordance with its terms.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above agreement and caused their duly authorized representatives to execute this Agreement.

OKLAHOMA COUNTY SHERIFF

Sheriff

Date

ATTEST:

Oklahoma County Clerk

THE CITY OF BETHANY

Mayor

Date

ATTEST:

Bethany City Clerk

NOTICE: On Thursday, June 12, 2025 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, JUNE 17, 2025

6:30 P.M.

MEMBERS PRESENT:	Amanda Sandoval	Chairman
	Peter Plank	Vice-Chairman
	Burt Falkner	Trustee
	Ken Smart	Trustee
	Brian Magirowsky	Trustee
	Chris Powell	Trustee
	Kathy Larsen	Trustee
	Aja Triana	Trustee
	Chandra Ford	Trustee
MEMBERS ABSENT:	None	
OTHERS PRESENT:	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	(See Roster)	

Chairman Sandoval called the Bethany Public Works Authority meeting to order at 7:42 P.M.

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

- A. APPROVAL OF MINUTES FROM JUNE 3, 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.**

A motion was made by Trustee Magirowsky, seconded by Trustee Ford to approve the consent docket. Yes votes: Larsen, Sandoval, Smart,

Triana, Plank, Ford, Falkner, Magirowsky, Powell. No Votes: None. Motion approved.

ITEM NO. 2 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF AMENDMENT NO. 6 TO THE CONTRACT WITH SOUTHWEST WATER WORKS, LLC, FOR THE ARPA WATER METER AUTOMATION IMPROVEMENTS IN THE AMOUNT OF \$5,435.23 FOR A NEW CONTRACT PRICE OF \$2,462,999.96 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 Powell, seconded by Trustee Smart to approve the agenda Item No. 2,3 &4. Yes votes: Larsen, Sandoval, Smart, Triana, Plank, Ford, Falkner, Magirowsky, Powell. No Votes: None. Motion approved.

ITEM NO. 3 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF CHANGE ORDER NO. 3 TO THE CONSTRUCTION CONTRACT WITH DIVERSIFIED CONSTRUCTION FOR THE ARPA WELL FIELD REHABILITATION IMPROVEMENTS PROJECT IN THE AMOUNT OF \$46,520.00 AND AUTHORIZE THE MAYOR TO SIGN THE DOCUMENT ON BEHALF OF THE CITY OF BETHANY. (ELIZABETH GRAY, CITY MANAGER)**

Approved with the motion in Item No. 2.

ITEM NO. 4 on the agenda was **CONSIDERATION AND POSSIBLE ADOPTION OF RESOLUTION NO. 1719, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BETHANY, OKLAHOMA, APPROVING THE FISCAL YEAR 2026 MANUAL OF FEES, WHICH ESTABLISHES THE FEES AND COSTS CHARGED BY THE CITY OF BETHANY, OKLAHOMA; AUTHORIZING PERIODIC ADJUSTMENT AS NECESSARY BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE OF JULY 1, 2025. (ELIZABETH GRAY, CITY MANAGER)**

Approved with the motion in Item No. 2.

ITEM NO. 5 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. 6 on the agenda was **ADJOURN UNTIL JULY 1, 2025.**

Chairman Sandoval adjourned the Bethany Public Works Authority meeting at 7:43 P.M. until July 1, 2025.

CHAIRMAN

SECRETARY

BETHANY PUBLIC WORKS AUTHORITY

From: Michael Vaughn, Finance Director
Date: June 26, 2025
Subject: Amended Claims List for the 07/01/2025 Bethany Public Works Authority Meeting

BETHANY PUBLIC WORKS AUTHORITY

FUND	AMOUNT
Bethany Public Works Authority	\$ 375,857.25
TOTAL	\$ 375,857.25

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 1,032,769.81
Bethany Public Works Authority	\$ 375,857.25
Bethany Hospital Trust	\$ -
Bethany Development Authority	
TOTAL	\$ 1,408,627.06

RECOMMENDATION

1. Approve claims as presented.



P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A		NON-DEPARTMENTAL				
25-53847	10-005216	PERDUE BRANDON FIELDER COLL	COLLECTION FEES	6/2025	12450	98.58
25-53040	10-3436	BANCFIRST	2013 REV NOTE	6/2025	JULY 2025	82,500.00
DEPARTMENT TOTAL:						82,598.58
DEPARTMENT: 02.0		FINANCE				
25-51290	10-005702	TPS TECHNICAL PROGRAMMING	WATER BILL PRINTING SVC	6/2025	121125	2,361.94
25-53918	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY	6/2025	20250617	552.06
DEPARTMENT TOTAL:						2,914.00
DEPARTMENT: 08.1		PUBLIC WORKS - ADMIN				
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES, INTERNET	6/2025	20250531	405.04
25-51529	10-1063	OG&E	MNTHLY SVC	6/2025	20250615	243.01
25-53918	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY	6/2025	20250617	219.61
25-53670	10-3042	ACCURATE ENVIRONMENTAL	ODEQREQUIREDTESTINGFORJUN	6/2025	HF12116	408.00
DEPARTMENT TOTAL:						1,275.66
DEPARTMENT: 08.3		PUBLIC WORKS - SANIT				
25-53804	10-005321	AMAZON CAPITAL SERVICES,	INWASH BROOMS FOR TRUCKS	6/2025	9716234	43.98
25-53854	10-005321	AMAZON CAPITAL SERVICES,	INPUMP,BOOTS,PENS,BATTERY,	6/2025	2349855	38.16
25-53924	10-005321	AMAZON CAPITAL SERVICES,	INLOCKS & PUMP	6/2025	2371420-	21.60
25-53434	10-005350	FORCE PERSONNEL	TEMP HELP	6/2025	83302	2,199.58
25-53119	10-006081	CH&W COMMERCIAL TIRE, LLC	BLANKET RE-CAPS & CASING	6/2025	WO#3-GS67910	4,105.65
25-53805	10-0812	J & R EQUIPMENT LLC	CHAINS FOR UNIT #94	6/2025	01W6829	3,445.31
25-53819	10-0812	J & R EQUIPMENT LLC	4 ROLLERS UNIT #94	6/2025	01P22918	493.48
25-53828	10-0812	J & R EQUIPMENT LLC	GREASE HOSE INSERT	6/2025	01P22923	67.45
25-53918	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY	6/2025	20250617	5,213.42
25-53816	10-1261	RED ROCK PETRO	4000 DIESEL & 3100 UNLEAD	6/2025	1594584	7,574.15
25-53861	10-3081	PREMIER TRUCK/ATC FREIGHT	LIOIL LEAK ON UNIT #92	6/2025	23543120	3,318.18
25-53932	10-3081	PREMIER TRUCK/ATC FREIGHT	LIMODE SWITH # 89 & 95	6/2025	120848534	721.38
25-53438	10-4208	OKLAHOMA CITY TREASURY	HAZARDOUS/4THQUARTER	6/2025	100525	1,264.00
DEPARTMENT TOTAL:						28,506.34

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08.4 PUBLIC WORKS - MAINT						
25-53854	10-005321	AMAZON CAPITAL SERVICES,	INPUMP,BOOTS,PENS,BATTERY,	6/2025	2349855	31.93
25-53918	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY	6/2025	20250617	127.13
25-53816	10-1261	RED ROCK PETRO	4000 DIESEL & 3100 UNLEAD	6/2025	1594584	37.45
DEPARTMENT TOTAL:						196.51
DEPARTMENT: 12.0 UTILITY - WATER PLANT						
25-53851	10-004725	RUCKER ELECTRIC INCORPORATE	CONTROL FOR WELL #7	6/2025	015361	320.00
25-53885	10-004725	RUCKER ELECTRIC INCORPORATE	D&POSSIBLE REPAIR WELL 12	6/2025	015285	165.00
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES, INTERNET	6/2025	20250531	379.50
25-53854	10-005321	AMAZON CAPITAL SERVICES,	INPUMP,BOOTS,PENS,BATTERY,	6/2025	2349855	70.92
25-53883	10-005321	AMAZON CAPITAL SERVICES,	IN REAR VIEW MIRROR, DOOR HANDLE	6/2025	9441822	86.78
25-53898	10-005321	AMAZON CAPITAL SERVICES,	IN VOLTAGE TESTER HD M SWITCH SP	6/2025	6205000	42.29
25-53940	10-005321	AMAZON CAPITAL SERVICES,	IN TRASH BAGS & LAUNDRY SOAP	6/2025	0565821	21.58
25-53687	10-005517	EMSL ANALYTICAL, INC	ASBESTOS TEST	6/2025	15183424	1,060.00
25-53372	10-006235	WATER TECH	9000# ALUMINUM SULFATE	6/2025	162506	2,970.00
25-53373	10-006235	WATER TECH	4 BARRELS OF POLYPHATE	6/2025	162507	3,968.00
25-53882	10-006235	WATER TECH	SHORT PAY 25-52989	6/2025	157607-	70.00
25-53583	10-006256	MAXEY'S MOTORSPORTS	SIDE BY SIDE UTILITY VEHI	6/2025	20250610	13,489.00
25-53864	10-0609	BOBCAT OF OKLAHOMA CITY	DECK & DRIVE BELT & BLADES	6/2025	P16734	334.09
25-53855	10-0948	MIDCO LABORATORY	STANDARD VERSINATE	6/2025	20250618	192.00
25-51529	10-1063	OG&E	MONTHLY SVC	6/2025	20250615	17,400.04
25-53918	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY	6/2025	20250617	2,235.61
25-53816	10-1261	RED ROCK PETRO	4000 DIESEL & 3100 UNLEAD	6/2025	1594584	232.23
25-53829	10-1622	WESTLAKE ACE HARDWARE	PARTS FOR BACKWASH FILTER	6/2025	3504865	14.74
25-53871	10-1622	WESTLAKE ACE HARDWARE	SUPPLIES FOR WTP	6/2025	3504871	248.83
25-53896	10-1622	WESTLAKE ACE HARDWARE	TWO SOCKETS	6/2025	3504875	11.99
25-53840	10-2660	ODEQ WATER QUALITY DIV	WATERWORKS OPERATOR	6/2025	25060172755	46.00
25-53841	10-2660	ODEQ WATER QUALITY DIV	WATERWORKS OPERATOR	6/2025	25060172702	46.00
25-53499	10-3042	ACCURATE ENVIRONMENTAL	ODEQ REQUIRED TESTING	6/2025	HF04148	130.00
25-53670	10-3042	ACCURATE ENVIRONMENTAL	ODEQ REQUIRED TESTING FOR JUN	6/2025	HF10066	700.00
25-53812	10-3331	RUCKER MECHANICAL	REPLACE SENOR IN LIME SILO	6/2025	015164	750.00
25-53894	10-3331	RUCKER MECHANICAL	REPAIR AC IN ELECTRIC ROOM	6/2025	I-71549-1	1,277.50
25-53705	10-3919	MISSISSIPPI LIME	TWENTY FIVE TONS OF LIME	6/2025	CD101223	9,855.57
25-53858	10-3919	MISSISSIPPI LIME	25 TONS OF LIME	6/2025	CD103942	9,831.93
DEPARTMENT TOTAL:						65,949.60

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 12.1 UTILITY - WATER LINE						
25-53854	10-005321	AMAZON CAPITAL SERVICES,	INPUMP,BOOTS,PENS,BATTERY,	6/2025	2349855	122.77
25-53863	10-005321	AMAZON CAPITAL SERVICES,	INDAWN,LYSOL,PINESOL,DWIPES	6/2025	3232247	120.12
25-53924	10-005321	AMAZON CAPITAL SERVICES,	INLOCKS & PUMP	6/2025	2371420-	397.27
25-53940	10-005321	AMAZON CAPITAL SERVICES,	INTRASHBAGS&LAUNDRYSOAP	6/2025	0565821	27.96
25-53918	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY	6/2025	20250617	2,116.62
25-53816	10-1261	RED ROCK PETRO	4000 DIESEL & 3100 UNLEAD	6/2025	1594584	696.69
25-53895	10-2530	IMPROVED CONSTRUCTION METH	OBLEADES FOR STREET CUTTING	6/2025	075312	401.00
25-53786	10-2557	CORE & MAIN LP	REPAIR CLAMPS	6/2025	CNV1000005032	471.52
25-53877	10-2660	ODEQ WATER QUALITY DIV	JOSH BOATMAN LICENSE	6/2025	25060170440	69.00
25-53908	10-2660	ODEQ WATER QUALITY DIV	TEMP ODEQ LIC	6/2025	TOC 4508968	62.00
DEPARTMENT TOTAL:						4,484.95
DEPARTMENT: 12.2 UTILITY - SEWER						
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES,INTERNET	6/2025	20250531	283.41
25-53854	10-005321	AMAZON CAPITAL SERVICES,	INPUMP,BOOTS,PENS,BATTERY,	6/2025	2349855	458.99
25-53857	10-005321	AMAZON CAPITAL SERVICES,	INAIR FILTERS	6/2025	0849837	231.66
25-53940	10-005321	AMAZON CAPITAL SERVICES,	INTRASHBAGS&LAUNDRYSOAP	6/2025	0565821	27.96
25-53625	10-006228	NATIONAL TANK & EQUIPMENT	LBYPASSPUMP&HOSES	6/2025	390561-0005	3,613.13
25-53644	10-006228	NATIONAL TANK & EQUIPMENT	LAUTOMATIONLEVELTRASDUCER	6/2025	405271-0001	1,025.00
25-53278	10-006247	MANESS PLUMBING SERVICE	LLCCAMERALINE6600NW36 B	6/2025	1917	685.00
25-51529	10-1063	OG&E	MNTHLY SVC	6/2025	20250615	1,849.29
25-53918	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY	6/2025	20250617	3,098.80
25-53816	10-1261	RED ROCK PETRO	4000 DIESEL & 3100 UNLEAD	6/2025	1594584	205.74
25-51333	10-1785	BETHANY-WARR ACRES PWA	SEWER PROCESSING	6/2025	20250531	173,776.21
25-53877	10-2660	ODEQ WATER QUALITY DIV	JOSH BOATMAN LICENSE	6/2025	25060170440	69.00
25-53908	10-2660	ODEQ WATER QUALITY DIV	TEMP ODEQ LIC	6/2025	TOC 4508968	62.00
DEPARTMENT TOTAL:						185,386.19
DEPARTMENT: 97.0 DEBT SERVICE						
25-53040	10-3436	BANCFIRST	2013 REV NOTE	6/2025	JULY 2025	4,545.42
DEPARTMENT TOTAL:						4,545.42
FUND TOTAL:						375,857.25
GRAND TOTAL:						1,408,627.06

NOTICE: On Thursday, June 12, 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, JUNE 17, 2025

6:30 P.M.

MEMBERS PRESENT:	Amanda Sandoval	Chairman
	Peter Plank	Vice-Chairman
	Burt Falkner	Trustee
	Ken Smart	Trustee
	Brian Magirowsky	Trustee
	Chris Powell	Trustee
	Kathy Larsen	Trustee
	Aja Triana	Trustee
	Chandra Ford	Trustee
MEMBERS ABSENT:	None	
OTHERS PRESENT:	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	(See Roster)	

Chairman Sandoval called the Bethany Hospital Trust meeting to order at 7:43 P.M.

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

- A. APPROVAL OF MINUTES FROM JUNE 3, 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.**

A motion was made by Trustee Triana, seconded by Trustee Ford to approve the consent docket. Yes votes: Larsen, Sandoval, Smart, Triana, Plank, Ford, Falkner, Magirowsky, Powell. 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 JULY 1, 2025.**

Chairman Sandoval adjourned the Bethany Hospital Trust meeting at 7:43 P.M. until July 1, 2025.

CHAIRMAN

SECRETARY

BETHANY HOSPITAL TRUST

From: Michael Vaughn, Finance Director
Date: June 26, 2025
Subject: Amended Claims List for the 07/01/2025 Bethany Hospital Trust Meeting

BETHANY HOSPITAL TRUST

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

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 1,032,769.81
Bethany Public Works Authority	\$ 375,857.25
Bethany Hospital Trust	\$ -
Bethany Development Authority	
TOTAL	\$ 1,408,627.06

RECOMMENDATION

1. Approve claims as presented.



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BETHANY DEVELOPMENT AUTHORITY

BETHANY CITY HALL

TUESDAY, JULY 17, 2025

6:30 P.M.

MEMBERS PRESENT:	Amanda Sandoval	Chairman
	Peter Plank	Vice-Chairman
	Burt Falkner	Trustee
	Ken Smart	Trustee
	Brian Magirowsky	Trustee
	Chris Powell	Trustee
	Kathy Larsen	Trustee
	Aja Triana	Trustee
	Chandra Ford	Trustee
MEMBERS ABSENT:	None	
OTHERS PRESENT:	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	(See Roster)	

Chairman Sandoval called the Bethany Development Authority meeting to order at 7:43 P.M.

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

- A. APPROVAL OF MINUTES FROM JUNE 3, 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.**

A motion was made by Trustee Ford, seconded by Trustee Falkner to approve the consent docket. Yes votes: Sandoval, Magirowsky, Larsen, Plank, Smart, Ford, Powell, Falkner, Triana. 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 JULY 1, 2025**.

Chairman Sandoval adjourned the Bethany Development Authority meeting at 7:44 P.M. until July 1, 2025.

CHAIRMAN

SECRETARY

BETHANY DEVELOPMENT AUTHORITY

From: Michael Vaughn, Finance Director
Date: June 26, 2025
Subject: Amended Claims List for the 07/01/2025 Bethany Development Authority Meeting

BETHANY DEVELOPMENT AUTHORITY

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

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 1,032,769.81
Bethany Public Works Authority	\$ 375,857.25
Bethany Hospital Trust	\$ -
Bethany Development Authority	
TOTAL	\$ 1,408,627.06

RECOMMENDATION

1. Approve claims as presented.

