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On Thursday, October 30, 2025, at or before 4:59 p.m., agenda was posted at the front doors of City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: [cityofbethany.org](http://cityofbethany.org). The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

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# AGENDA

## BETHANY CITY COUNCIL

**TUESDAY, NOVEMBER 4, 2025**  
**6:30 P.M.**

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



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

1. Call to Order
2. Invocation and Flag Salute
3. Consent Docket:
  - A. Approval of Minutes from the October 21, 2025, Regular Meeting.
  - B. Approval of Claims: These claims have been found to be in order by staff and proper as to form and procedure and are recommended for payment. A copy of the Claims List is included in the agenda packet.
  - C. Acknowledge City Manger's selection of TEIM Design as the Engineer of Record for the City of Bethany.
  - D. Public Improvement-Routine Item: Acceptance of General Obligation Bond Proposition 1-C NW 36<sup>th</sup> and Council Traffic Signalization and Pedestrian Improvement Project and place the maintenance bond into effect.
4. Mayoral Proclamation: National American Indian Heritage Month
5. Public Comment - Any person wishing to address the Council during Public Comment shall give their name, address, and city of residence to the City Clerk for the records PRIOR to the start of the meeting. *(Per Chapter 30 of the Bethany Code of Ordinances, there is a five-minute limit, and no action or discussion shall take place. All remarks shall be addressed to the Council as a body, and not to any member thereof.)*

6. Discussion and possible approval of Engineering Design Contract for NW 35th Street Pavement Reconstruction, Sidewalk from NW 34th to NW 35th on College and Pavement Reconstruction of Mueller from NW 35th to south of NW 34<sup>th</sup> and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
7. Consideration and possible approval of an Interlocal Agreement between Yukon municipal entities and Bethany municipal entities concerning testing of water wells that pull from the Garber-Wellington aquifer and authorize the mayor to sign the document on behalf of the City of Bethany. *(Ray Jones, City Attorney)*
8. Consideration and possible action on Landmark Dividend offer regarding purchase and assignment of revenue streams for T-Mobile and Verizon telecom leases. *(Ray Jones, City Attorney)*
9. **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”).*
10. City Attorney’s Report.
11. City Manager’s Report.
12. Mayor and Council Members Comments and Suggestions.
13. Adjourn until November 18, 2025.

## **BETHANY PUBLIC WORKS AUTHORITY**

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3. Adjourn until November 18, 2025.

## **BETHANY HOSPITAL TRUST**

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3. Adjourn until November 18, 2025.

## **BETHANY DEVELOPMENT AUTHORITY**

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

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2. New Business *(As defined by the Oklahoma Open Meeting Act § 311 (A) (9) as “matters not known about or which could not have reasonably been foreseen prior to the time of posting the agenda”).*
3. Adjourn until November 18, 2025.

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

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

**BETHANY CITY COUNCIL MEETING**

**BETHANY CITY HALL**

**OCTOBER 21, 2025**

**6:30 P.M.**

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

**MEMBERS ABSENT:** None

<b>OTHERS PRESENT:</b>	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	Steve Manek	TEIM Design Engineer
	Jeremy Been	Grubbs Consulting
	(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 Council Member Ford.  
The Flag Salute was conducted by Council Member Magirowsky.

**ITEM NO. 3 CONSENT DOCKET:**

**A. APPROVAL OF MINUTES FROM THE OCTOBER 7, 2025, REGULAR MEETING.**

- B. APPROVAL OF CLAIMS: THESE CLAIMS HAVE BEEN FOUND TO BE IN ORDER BY STAFF AND PROPER AS TO FORM AND PROCEDURE AND ARE RECOMMENDED FOR PAYMENT. A COPY OF THE CLAIMS LIST IS INCLUDED IN THE AGENDA PACKET.**
- C. APPROVAL OF MINUTES FROM THE OCTOBER 7, 2025, SPECIAL CALLED MEETING.**

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

**ITEM NO. 4 on the agenda was PRESENTATION FROM OKLAHOMA GAS & ELECTRIC REPRESENTATIVE WITH POSSIBLE DISCUSSION. (ELIZABETH GRAY, CITY MANAGER)**

Community Affairs Manager Crystal Garcia presented a report detailing the assistance OG&E has provided to our area, along with updates on projects that have been initiated or completed locally.

**ITEM NO. 5 on the agenda was PRESENTATION AND UPDATE ON BETHANY VETERANS PLAZA PROJECT WITH POSSIBLE DISCUSSION AND ACTION REGARDING LOCATION FOR THE PROJECT. (ELIZABETH GRAY, CITY MANAGER)**

Lawrence Ross shared the Bethany Improvement Foundation's vision of creating a space that honors our veterans and becomes a lasting source of pride for the Bethany community. He presented a miniature model of the bronze eagle statue sculpted by Scott Stearman for the plaza. This project will include two phases and will be located on the east side of the City Hall lawn. See Exhibit 1.

A motion was made by Council Member Magirowsky, seconded by Council Member Ford to approve the project being located on the east side of the City Hall lawn. Yes votes: Falkner, Larsen, Sandoval, Triana, Plank, Powell, Ford, Smart, Magirowsky. No votes: None. Motion approved.

**ITEM NO. 6 on the agenda was PUBLIC HEARING ITEM: CONSIDERATION AND POSSIBLE APPROVAL OF ORDINANCE NO. 2081, AN ORDINANCE AMENDING THE ZONING ORDINANCES, MAP, AND COMPREHENSIVE PLAN OF THE CITY OF BETHANY, OKLAHOMA, BY INCLUDING IN I-L (INDUSTRIAL LIGHT) THE PROPERTY LOCATED AT 5310 N. ROCKWELL AVENUE FROM C-G (COMMERCIAL GENERAL) IN BETHANY, OKLAHOMA COUNTY, OKLAHOMA AS MORE PARTICULARLY DESCRIBED HEREINAFTER. (RAY JONES, CITY ATTORNEY) (TABLED AT THE OCTOBER 7, 2025 REGULAR COUNCIL MEETING)**

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

City Manager Gray reported this item passed Planning and Zoning with four yes votes, one no vote and no abstentions.

This property would be used as dispatch and tow yard for overflow from the main yard of a towing business located in Oklahoma City.

**B. PUBLIC HEARING**

None.

**C. CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 2081, ON READING BY TITLE ONLY.**

A motion was made by Council Member Larsen, seconded by Council Member Triana to deny the change in zoning. Yes votes: Larsen, Triana. No votes: Falkner, Ford, Plank, Sandoval, Powell, Magirowsky, Smart. Motion fails.

A motion was made by Council Member Smart, seconded by Council Member Ford to approve Ordinance No. 2081, on reading by title only. Yes votes: Magirowsky, Powell, Falkner, Smart, Plank, Sandoval, Ford. No votes: Larsen, Triana. Motion approved.

**D. MOTION TO APPROVE SECTION 1 OF ORDINANCE NO. 2081.**

A motion was made by Vice-Mayor Plank, seconded by Council Member Smart to approve Section 1 of Ordinance No. 2081. Yes votes: Magirowsky, Powell, Falkner, Smart, Plank, Sandoval, Ford. No votes: Larsen. Abstain: Triana. Motion approved.

**ITEM NO. 7 on the agenda was PUBLIC HEARING ITEM: CONSIDERATION AND POSSIBLE ACTION REGARDING A PRELIMINARY PLAT REQUEST BY MARK GRUBBS OF GRUBBS CONSULTING LLC, APPLICANT FOR NATALIE HISLE, PROPERTY OWNER AT THE SW CORNER OF NW 30TH AND N. WILBURN AVE. (ELIZABETH GRAY, CITY MANAGER)**

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

City Manager Gray reported that this lot will be subdivided into 12 residential lots zoned R-1 single family.

**B. PUBLIC HEARING.**

None.

**C. CONSIDERATION AND POSSIBLE ACTION REGARDING A PRELIMINARY PLAT REQUEST BY MARK GRUBBS OF GRUBBS CONSULTING LLC, APPLICANT FOR NATALIE HISLE, PROPERTY OWNER AT THE SW CORNER OF NW 30TH AND N. WILBURN AVE.**

Jeremy Been with Grubbs Consulting, answered questions from the council about the pond and drainage for the property.

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

**ITEM NO. 8 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. 9 on the agenda was CONSIDERATION AND POSSIBLE APPROVAL OF ORDINANCE NO. 2083, AN ORDINANCE AMENDING CHAPTER 150 ADDING A NEW SECTION 150.081 SEWER CLEANOUT PRESSURE RELIEF VALVES AND BACK-WATER VALVES. (RAY JONES, CITY ATTORNEY)**

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

Attorney Ray Jones reported this would apply to all new construction whether commercial, residential or industrial. This also applies to major remodels.

**B. CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 2082, ON READING BY TITLE ONLY.**

A motion was made by Council Member Magirowsky, seconded by Council Member Falkner to approve Ordinance No. 2083, on Reading by Title Only. Yes votes: Magirowsky, Powell, Ford, Plank, Larsen, Sandoval, Triana, Smart, Falkner. No votes: None. Motion approved.

**C. MOTION TO APPROVE SECTIONS 1-3 OF ORDINANCE NO. 2083.**

A motion was made by Council Member Magirowsky, seconded by Council Member Powell to approve Ordinance No. 2083, Section 1-3. Yes

votes: Magirowsky, Powell, Ford, Plank, Larsen, Sandoval, Triana, Smart, Falkner. No votes: None. Motion approved.

**ITEM NO. 10** on the agenda was **CONSIDERATION AND POSSIBLE ADOPTION OF RESOLUTION NO. 1725, A RESOLUTION OF THE COUNCIL OF THE CITY OF BETHANY, OKLAHOMA, REQUESTING THAT THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG) CONSIDER THE SELECTION OF THE NW 36TH STREET TRAIL PROJECT FROM ROCKWELL TO COUNCIL, AS A PROJECT CANDIDATE FOR FEDERAL FUNDING UNDER THE ACOG AIR QUALITY GRANT PROGRAM. (ELIZABETH GRAY, CITY MANAGER)**

City Manager Gray informed the council that if the NW 36th Street Trail Project is selected, the Oklahoma Department of Transportation (ODOT) may cover up to 80% of eligible project costs, with a maximum contribution of \$1 million. The remaining costs would be the responsibility of the project sponsor.

A motion was made by Council Member Larsen, seconded by Council Member Magirowsky to approve Resolution No. 1725. Yes votes: Triana, Falkner, Powell, Ford, Plank, Larsen, Smart, Sandoval, Magirowsky. No votes: None. Motion approved.

**ITEM NO. 11** on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF AMENDMENT NO. 1 WITH TLS GROUP, INC FOR GENERAL OBLIGATION BOND PROPOSITION 1-C TRAFFIC SIGNALIZATION AND PEDESTRIAN IMPROVEMENTS FOR NW 36TH AND COUNCIL IN THE DEDUCT AMOUNT OF \$9,024.57 AND AUTHORIZE THE MAYOR TO SIGN THE DOCUMENT ON BEHALF OF THE CITY OF BETHANY. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Council Member Smart, seconded by Council Member Falkner to approve Amendment No. 1 with TLS Group, Inc for General Obligation Bond Proposition 1-C Traffic Signalization and Pedestrian Improvements for NW 36th and Council in the deduct amount of \$9,024.57 and authorize the mayor to sign the document on behalf of the City of Bethany. Yes votes: Ford, Smart, Falkner, Sandoval, Larsen, Powell, Triana, Plank, Magirowsky. No votes: None. Motion approved.

**ITEM NO. 12** 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. 13** on the agenda was the **CITY ATTORNEY’S REPORT.**

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

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

Finance Director Vaughn presented the monthly financial report.

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

**ITEM NO. 15** on the agenda was **COUNCIL MEMBERS' ANNOUNCEMENTS, COMMENTS, AND PROPOSALS.**

Each council member was given the opportunity to comment.

**ITEM NO. 16** on the agenda was **ADJOURN UNTIL NOVEMBER 4, 2025.**

Mayor Sandoval adjourned the Bethany City Council meeting at 7:50 P.M. until November 4, 2025.

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CITYCLERK

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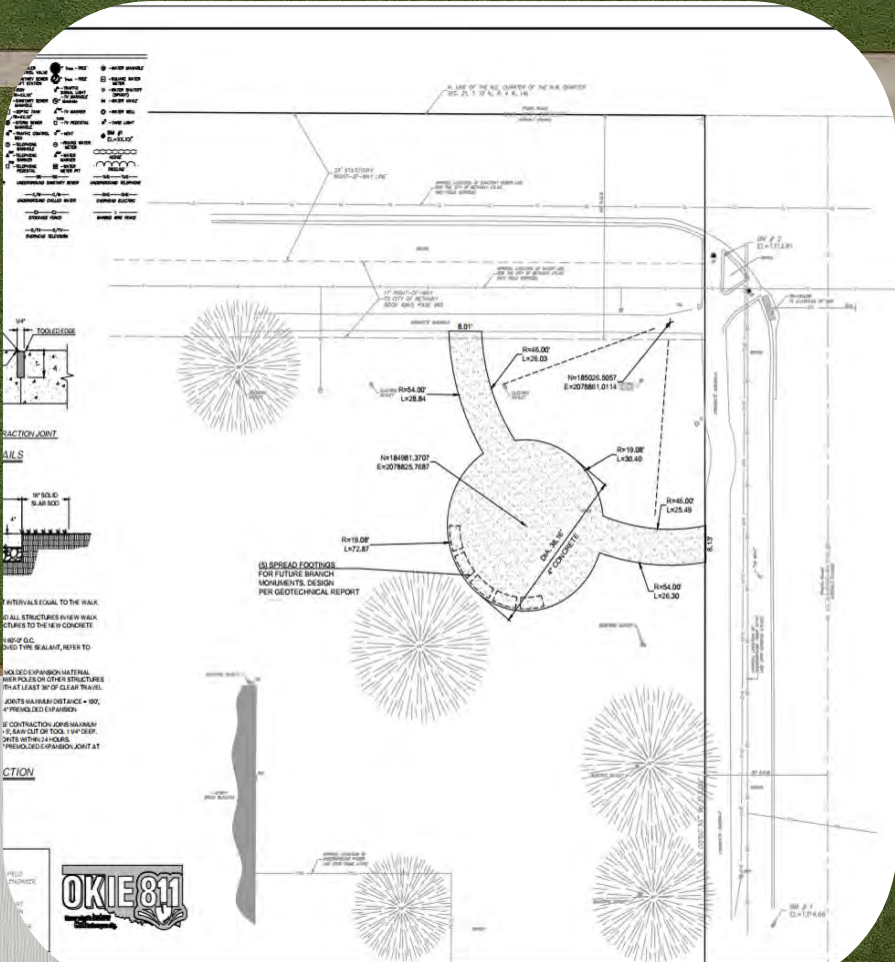
MAYOR



TO BENEFIT THE CITIZENS OF BETHANY,  
OKLAHOMA THROUGH CHARITABLE  
COMMUNITY PROJECTS.

A large, white, cylindrical water tower with a blue stripe around its middle. The word "BETHANY" is written in blue capital letters on the side of the tower. The tower is set against a blue sky with some clouds. In the background, there is an aerial view of a residential area with houses and trees.

# Bethany Veterans Plaza



Finalized construction drawings with SRB, Civil Engineering Firm.

Support from merchants & the library on the impact of locating the Plaza on the City Hall Grounds.

We estimate sufficient funding to begin phase One construction within 2026



The Veteran's Plaza sculptures are imagined by world famous, local sculptor, Scott Stearman.

Creating a way for all of us to connect to the stories of those in our community who gave more when asked than most imagine.

A place that ties the all abilities playground, the library, and local merchants.

We believe conversations that will shape our community will happen here.



The Plaza isn't just the benches and statues.  
It's a website telling the larger story of our town.  
It's a commitment to care for and repair the fixtures.  
It's a promise paid that says, Not only do we remember, we  
bring you into our daily life.

Thank you for your approval of this important project!

## BETHANY CITY COUNCIL

**From:** Michael Vaughn, Finance Director  
**Date:** October 30, 2025  
**Subject:** Claims list for the 11/04/2025 City Council Meeting

### GENERAL OPERATIONS FUND

FUND	AMOUNT
General Operations Fund	\$ 92,130.20
Public Safety Fund	\$ 2,840.97
Capital Improvement Fund	\$ 131,470.45
Federal Grant Fund	\$ -
2022A GO Bond	\$ 22,987.39
Municipal Court Fund	\$ -
Cemetery Fund	\$ -
<b>TOTAL</b>	<b>\$ 249,429.01</b>

### ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 249,429.01
Bethany Public Works Authority	\$ 204,608.71
Bethany Hospital Trust	\$ 7,953.26
Bethany Development Authority	\$ -
<b>TOTAL</b>	<b>\$ 461,990.98</b>

### RECOMMENDATION

1. Approve claims as presented.



P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01.0 MANAGEMENT						
26-55080	10-004736	ARTISAN WINDOW CLEANING	WINDOW CLEANING	10/2025	9198919518152	437.00
26-55166	10-005321	AMAZON CAPITAL SERVICES,	INBATTERY B/U & SURGE PRO	10/2025	8597810	159.58
26-54336	10-005519	CRAWFORD & ASSOCIATES, P.C.	AUDIT PREP	10/2025	OCT-15-2025	675.00
26-55194	10-005624	RAY ALBRIGHT STEEL PRODUCTS	STEEL SIDEWALK CITY HALL	10/2025	25-5360	253.00
26-55157	10-005867	ELIZABETH GRAY	MILEAGE	10/2025	20251017	120.10
26-55192	10-0883	LOCKE SUPPLY CO.	AIR FILTER CITY HALL	10/2025	56797662-00	185.38
26-55208	10-1	MICHEL LAVIGNE	OSBI REIMBURSEMENT-LAVIGNE	10/2025	20251028-	19.00
26-55209	10-1	RAQUELYNNE DIAZ	OSBI REIMBURSE-DIAZ	10/2025	20251021	19.00
26-55215	10-1	ROBERTO ROQUE PEREZ	OSBI REIMBURSE-ROQUE P	10/2025	20251028	19.00
26-54321	10-1068	ONG	MONTHLY SVC	10/2025	20251016	360.56
26-55155	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY INS 2ND QTR	10/2025	20251028 #2	2,454.14
26-54743	10-1530	THE TRIBUNE	PUBULISH ORD/RES	10/2025	20251017	42.05
26-54328	10-3196	IMAGENET CONSULTING, LLC	PRINTER UPSTAIRS/DOWN	10/2025	INV1422959	204.05
DEPARTMENT TOTAL:						4,947.86
DEPARTMENT: 03.0 COURT						
26-55102	10-005321	AMAZON CAPITAL SERVICES,	INOFFICE SUPPLIES	10/2025	3426630	265.61
26-54283	10-006123	CHRISTOPHER T. STEIN	CITY PROSECUTOR	10/2025	SEPT INVOICE	1,991.00
26-54284	10-006144	ROBERT BLACK, PLLC	CITY PROSECUTOR	10/2025	OCT. 2025-	1,210.00
26-54980	10-006282	INDRA I. CARRILLO	OCT INTERPRETER	10/2025	10-25	180.00
26-54098	10-0465	OK DEPT OF PUBLIC SAFETY	SEPT 2025 OLETS	10/2025	LET-020719	80.00
26-54321	10-1068	ONG	MONTHLY SVC	10/2025	20251016	59.83
26-55155	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY INS 2ND QTR	10/2025	20251028 #2	2,506.63
DEPARTMENT TOTAL:						6,293.07
DEPARTMENT: 05.0 POLICE						
26-55120	10-004601	QUALITY PETROLEUM	DRUM OF OIL	10/2025	0006420407-001	774.13
26-54401	10-004912	DIGI GROUP	MONTHLY USAGE FEES	10/2025	IN35197	130.18
26-54075	10-004996	GOODYEAR COMMERCIAL TIRE &	Fleet Tires	10/2025	255-1032447	895.30
26-55211	10-005072	DEVILLE LAUNDRY	JAIL LAUNDRY	10/2025	20251020	127.20
26-55113	10-005324	CHRISTOPHER HARDING	FUEL FOR GUN RANGE	10/2025	20251014	12.56
26-54218	10-005373	CARD SERVICES/P1	Flener Training	10/2025	200135044	795.00
26-54220	10-005373	CARD SERVICES/P1	Schmiedeberg Training	10/2025	200135045	795.00
26-55186	10-005373	CARD SERVICES/P1	CANDY FOR FALL FESTIVAL	10/2025	20251022	88.26
26-55169	10-005595	RAY'S WESTSIDE TAG AGENCY	TAG FOR ACO TRUCK	10/2025	26-55169	46.00
26-55212	10-005872	JOHN D REID	HARDWARE LINEUP ROOM	10/2025	20251021-	8.13
26-55068	10-0225	GENUINE PARTS	VEHICLE REPAIRS	10/2025	100170	337.99
26-54566	10-0465	OK DEPT OF PUBLIC SAFETY	OLETS ACCESS MONTHLY	10/2025	LET-020628	549.00
26-55127	10-0919	MAIL DROP	PACKAGE SHIPPING	10/2025	20251016	30.47
26-54354	10-1063	OG&E	MNTHLY SVC.	10/2025	20251015-	25.44
26-54321	10-1068	ONG	MONTHLY SVC	10/2025	20251016	885.84
26-55155	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY INS 2ND QTR	10/2025	20251028 #2	2,887.22
26-54345	10-1771	ADVENTURE OUT	16-005, 14-09816, 22-007	10/2025	555864	537.50
26-54901	10-1771	ADVENTURE OUT	REMOVE EQUIPMENT	10/2025	555865	595.00
26-55187	10-2123	HOME DEPOT CREDIT SVCS	GATE LATCHES FOR SHELTER	10/2025	022852/6613139	78.68
26-55142	10-3415	SPECIAL-OPS UNIFORMS, INC.	GARCIA UNIFORMS	10/2025	361090	563.65

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 05.0 POLICE						
26-54132	10-4090	AT&T MOBILITY	Monthly Billing	10/2025	277x10192025	1,451.60
26-54467	10-4090	AT&T MOBILITY	MONTHLY ETHERNET	10/2025	4144027011	523.90
26-54136	10-4388	ISG TECHNOLOGY, LLC	Monthly Billing	10/2025	MSP366457	4,059.00
DEPARTMENT TOTAL:						16,197.05
DEPARTMENT: 06.0 FIRE						
26-55123	10-004408	BOUND TREE MEDICAL	PULSE OXIMETERS	10/2025	85958369	390.00
26-54453	10-005510	SAMARITAN EMS	AMBULANCE SVC	10/2025	7236	17,989.75
26-55070	10-005739	INKLING DESIGNS LLC	UNIFORM TEE SHIRTS	10/2025	34905	547.20
26-54867	10-006286	BOWEN HEATING & AIR	HEATER REPLACMENT	10/2025	866	10,500.00
26-54445	10-0336	CASCO INDUSTRIES	SCBA FLOW AND FIT TESTING	10/2025	277319	1,570.00
26-54354	10-1063	OG&E	MNTHLY SVC.	10/2025	20251015-	211.12
26-54321	10-1068	ONG	MONTHLY SVC	10/2025	20251016	219.26
26-55155	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY INS 2ND QTR	10/2025	20251028 #2	2,851.13
26-54467	10-4090	AT&T MOBILITY	MONTHLY ETHERNET	10/2025	4144027011	523.90
26-55185	10-4090	AT&T MOBILITY	MOBILE DATA FOR IPADS	10/2025	X10192025	84.08
DEPARTMENT TOTAL:						34,886.44
DEPARTMENT: 07.0 COMMUNITY DEV						
26-55150	10-005373	CARD SERVICES/P1	RETAIL DATABASE ACCESS	10/2025	10761	1,350.00
26-55152	10-005984	CENTRAL OKLAHOMA STORM WATEMS4	PERMIT ANNUAL FEE	10/2025	290	1,200.00
26-54367	10-006224	SANBORN MAPPING COMPANY,	INZONING MAP UPDATE	10/2025	14131	2,076.22
26-54847	10-1530	THE TRIBUNE	PUBLICATION	10/2025	20250919	176.90
26-54328	10-3196	IMAGENET CONSULTING, LLC	PRINTER UPSTAIRS/DOWN	10/2025	INV1422959	126.75
DEPARTMENT TOTAL:						4,929.87
DEPARTMENT: 08.1 PUBLIC WORKS - ADMIN						
26-55190	10-005321	AMAZON CAPITAL SERVICES,	INDESKTOP SCANNER	10/2025	3863418	284.75
26-54777	10-005350	FORCE PERSONNEL	TEMP HELP FOR ADIMINISTRA	10/2025	84979	993.18
26-54321	10-1068	ONG	MONTHLY SVC	10/2025	20251016	216.58
26-55155	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY INS 2ND QTR	10/2025	20251028 #2	52.50
26-54005	10-2442	SUMNERONE, INC.	MONTHLYCOPIERMAINTENANCE	10/2025	4421968	63.51
DEPARTMENT TOTAL:						1,610.52

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08.2 PUBLIC WORKS - STREETS						
26-55173	10-0007	A-1 LAWN MOWER SHOP INC	STARTER FOR SANDER	10/2025	17897	159.95
26-55158	10-006081	CH&W COMMERCIAL TIRE, LLC	SKIDSTEER TIRES UNIT74	10/2025	3-69800	782.43
26-55121	10-006180	CENTERLINE SUPPLY INC.	PAINT FOR STREETS	10/2025	ORD016590	153.75
26-55199	10-006180	CENTERLINE SUPPLY INC.	TRAFFIC PAINT GLASS BEADS	10/2025	ORD0157772	642.60
26-55115	10-0225	GENUINE PARTS	24-002 STREETS DODGE	10/2025	100142	47.33
26-55147	10-0324	CENTRAL POWER EQUIP. INC	BLOWER	10/2025	365167	179.99
26-55175	10-0694	HASKELL LEMON CONST CO	ASPHALT FOR STREET REPAIR	10/2025	17843	124.80
26-55189	10-0694	HASKELL LEMON CONST CO	ASPHALT	10/2025	17892	169.60
26-54689	10-1063	OG&E	MONTHLY SVC	10/2025	20251015--	16,459.86
26-55155	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY INS 2ND QTR	10/2025	20251028 #2	259.20
26-55139	10-1622	WESTLAKE ACE HARDWARE	MARKING PAINT	10/2025	3505149	29.97
26-55132	10-2123	HOME DEPOT CREDIT SVCS	PAINT SUPPLIES	10/2025	015855/3025842	82.89
DEPARTMENT TOTAL:						19,092.37
DEPARTMENT: 08.4 PUBLIC WORKS - MAINT						
26-55128	10-004601	QUALITY PETROLEUM	STOCK OIL	10/2025	0006420408-001	318.31
26-55174	10-005321	AMAZON CAPITAL SERVICES, INV	INYLN UNIT NUMBER	10/2025	9569801	87.24
26-55155	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY INS 2ND QTR	10/2025	20251028 #2	196.80
DEPARTMENT TOTAL:						602.35
DEPARTMENT: 08.5 PUBLIC WORKS - PARKS						
26-55163	10-005321	AMAZON CAPITAL SERVICES, INC	CIRCUIT TRACER KIT	10/2025	5421827	284.25
26-55063	10-0668	HAYES ELECTRIC	CHANGE PARK LIGHT TO LED	10/2025	PARK LIGHT	170.50
26-54354	10-1063	OG&E	MNTHLY SVC.	10/2025	20251015-	397.13
26-54321	10-1068	ONG	MONTHLY SVC	10/2025	20251016	258.33
26-55155	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY INS 2ND QTR	10/2025	20251028 #2	1,909.50
26-55133	10-1622	WESTLAKE ACE HARDWARE	FASTERNERS	10/2025	3505133	27.86
26-55144	10-1622	WESTLAKE ACE HARDWARE	BLEACH FOR PARKS CLEANING	10/2025	3505152	15.98
26-55179	10-1622	WESTLAKE ACE HARDWARE	ANTIFREEZE AND HVAC FILTE	10/2025	3505164	72.48
26-55222	10-1622	WESTLAKE ACE HARDWARE	CABLE FOR FLAGPOLE	10/2025	3505172	86.64
26-55196	10-4179	BUDGET FLAG & BANNER	RECABLE EL FLAGPOLE	10/2025	32153	348.00
DEPARTMENT TOTAL:						3,570.67
FUND TOTAL:						92,130.20

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 99.0		NON-DEPARTMENTAL				
26-55118	10-005321	AMAZON CAPITAL SERVICES, INTABLETS		10/2025	1674647	2,840.97
					DEPARTMENT TOTAL:	2,840.97
					FUND TOTAL:	2,840.97

FUND: 031- CAPITAL IMPROVE PROJECTS

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0 PROJECTS >\$25,000						
26-54670	10-006158	JOHN VANCE MOTORS, INC	ANIMAL WELFARE TRUCK	10/2025	84765	44,728.00
26-54620	10-006280	DENALI PLUMBING LLC	WATER LINE TRAINING TOWER	10/2025	PAY APP #1	73,673.45
26-54845	10-006283	ORCUTT MECHANICAL CONTRACT	UNIT 2 REPLACE HEATER	10/2025	2861	13,069.00
DEPARTMENT TOTAL:						131,470.45
FUND TOTAL:						131,470.45

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
<hr/>						
DEPARTMENT: 40.0		Projects				
26-54581	10-004688	TLS GROUP, INC.	PROP 1-C	10/2025	INVOICE #4 FINAL	22,987.39
					DEPARTMENT TOTAL:	22,987.39
					FUND TOTAL:	22,987.39

CITY OF BETHANY

From: Elizabeth A. Gray, City Manager  
Date: October 30, 2025  
Subject: Acknowledge City Manger's Selection of TEIM Design as the Engineer of Record for the City of Bethany.

BACKGROUND

On September 16, 2025, the City of Bethany advertised a Request for Qualifications (RFQ) for City engineering services

The staff selection team received two (2) very qualified proposals to act as Engineer for the City of Bethany. Proposals came from Crafton Tull Engineering and TEIM Design. The selection committee reviewed and scored both proposals on October 22, 2025 and has chosen TEIM Design to provide engineering services to the City of Bethany.

The contract will be funded by the current engineering budget.

RECOMMENDATION

1. Acknowledge City Manger's selection of TEIM Design as the Engineer of record for the City of Bethany.



ADDITIONAL COMMENTS

TEIM Design has been providing City engineering services since 2021, and the city remains pleased with their work.

**BETHANY CITY COUNCIL**

From: Elizabeth Gray, City Manager  
Date: November 4, 2025  
Subject: Accept Traffic Signalization and Pedestrian Improvements for NW 36<sup>th</sup> and Council  
(G.O. Bond Proposition 1-C)

BACKGROUND

On August 23, 2022, citizens of Bethany passed General Obligation Bond Proposition 1, that included Proposition 1-C for Traffic Signalization and Pedestrian Improvements for NW 36<sup>th</sup> and Council.

On January 16, 2024, the City of Bethany entered into a contract for engineering and design services with TEIM Design, LLC. Bids were opened on May 16, 2025 and the project was awarded to TLS Group, Inc. in the amount of \$331,113.50. Amendment No. 1 reconciled final quantities for the project and resulted in a deduct of \$9,024.57 for a final contract amount of \$322,088.93.

The work is now complete.

RECOMMENDATION

1. Accept Traffic Signalization and Pedestrian Improvements for NW 36<sup>th</sup> and Council (G.O. Bond Proposition 1-C).

ADDITIONAL COMMENTS





TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

October 23, 2025

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

Re: NW 36<sup>th</sup> Street and Council Road Traffic Signalization and Pedestrian Improvements

Dear Ms. Gray,

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

Please contact me should you need additional information.

Respectfully Submitted,

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

Robbie Williams, PE

Attachment: Maintenance Bond

**MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, TLS Group, Inc., as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto the CITY OF BETHANY of the State of Oklahoma, in the full and just sum of Three hundred thirty one thousand one hundred thirteen dollars and fifty cents (\$331,113.50), 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 Forty Nine Thousand six hundred sixty seven dollars and three cents (\$49,667.03), 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 3rd day of June, A.D., 2025.

The conditions of this obligation are such, that whereas, said Principal, has a certain contract between TLS Group, Inc. and the CITY OF BETHANY dated this 3<sup>rd</sup> day of June, 2025, agreed to construct in the City of Bethany:

**NW 36<sup>TH</sup> AND N. COUNCIL TRAFFIC SIGNALIZATION AND PEDESTRIAN IMPROVEMENT PROJECT, G.O. BOND PROPOSITION 1-C  
CITY OF BETHANY, OKLAHOMA**

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

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

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

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

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

ATTEST:

TLS Group, Inc.

Kelley Jardenoff  
Asst. Secretary

By [Signature]  
Principal



Travelers Casualty and Surety Company of America  
One Tower Square, Hartford, CT 06183 (860) 277-0111

ATTEST:

[Signature]  
Secretary Kellie A. Meyer, Witness

By Mary T. Flanigan  
Surety Mary T. Flanigan, Attorney-in-Fact

Approved as to form this 3<sup>rd</sup> day of June, A.D., 2025.

[Signature]  
City Attorney



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

**POWER OF ATTORNEY**

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

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



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

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

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

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik, Notary Public

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

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

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

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

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

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

Dated this **3rd** day of **June**, 2025



Kevin E. Hughes, Assistant Secretary

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

**BETHANY CITY COUNCIL**

From: Elizabeth Gray, City Manager  
Date: November 4, 2025  
Subject: Discussion and possible approval of Engineering Design Contract for NW 35<sup>th</sup> Street Pavement Reconstruction, Sidewalk from NW 34<sup>th</sup> to NW 35<sup>th</sup> on College and Pavement Reconstruction of Mueller from NW 35<sup>th</sup> to south of NW 34<sup>th</sup>.

BACKGROUND

The City recently completed a sidewalk project on NW 34<sup>th</sup> from Peniel to College. The proposed project will continue the sidewalk from NW 34<sup>th</sup> to NW 35<sup>th</sup> along the west side of College to provide safe pedestrian access to the All-Abilities playground, Library and city complex. The existing street pavement on NW 35<sup>th</sup> adjacent to the Library complex from College to Mueller will also be removed and replaced in the base bid. The street pavement on Mueller from NW 35<sup>th</sup> to south of NW 34<sup>th</sup> adjacent to the Library will also be designed and bid as an alternate to ensure the project will fit within the remaining funding for the 2016 Library Bond.

Staff recommends approval of the attached contract for an amount of \$128,400.00 for survey, geotechnical investigation, design, and construction inspection.

RECOMMENDATION

1. Approve Engineering Design Contract between the City of Bethany and TEIM Design for design of NW 35<sup>th</sup> Street Pavement Reconstruction, Sidewalk from NW 34<sup>th</sup> to NW 35<sup>th</sup> on College, and Pavement Reconstruction of Mueller from NW 35<sup>th</sup> to south of NW 34<sup>th</sup>.

ADDITIONAL COMMENTS

Funding from 2016 Library Bond.



## CITY OF BETHANY, OKLAHOMA ENGINEERING CONTRACT

This contract entered into between the City of Bethany, Oklahoma, hereinafter called the “City”; and TEIM Design, PLLC., 3020 NW 149<sup>th</sup> Street, Oklahoma City, Oklahoma, hereinafter called the “Engineer”. This \_\_\_\_\_ day of November 2025 for the purpose of providing engineering services, contract documents, and construction inspection for the NW 35<sup>th</sup> and N. Mueller Pavement Reconstruction and N. College sidewalk project, hereinafter referred to as the PROJECT;

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

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

### SECTION 1

#### A. BASIC SERVICES OF ENGINEER

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

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

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

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

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

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

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

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

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

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

7. Indemnity

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

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

9. Preliminary Design Phase

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

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

10. Final Design Phase

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

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

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

## 11. Advertising and Bidding Phase

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

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

## 12. Construction Phase

During the Construction Phase, the Engineer shall:

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

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

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

## SECTION 2

### CITY RESPONSIBILITIES

The City Shall:

1. To pay a total fee based on hourly rates or lump sum amount. The total fee for provided services are presented on EXHIBIT "A".  
  
Said payments to be made based on monthly invoices for hours worked or percent complete on lump sum projects.
2. Provide full information as to their requirements for the project.
3. Assist the Engineer by placing at their disposal all available information pertinent to the project including previous reports and any other data relative to design and construction of the PROJECT.

4. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer and render in writing decisions pertaining within a reasonable time so as not to delay the services of the Engineer.
5. Pay all permitting costs associated with the PROJECT.
6. Pay all advertising costs incident to obtaining bids or proposals from Contractor(s).
7. Return to the Engineer submitted project documents for City's review on which the Engineer has not substantially addressed previously noted provisions and comments. The Engineer's contract time will not be suspended for submission of project documents which do not contain substantial revisions.
8. Provide a testing firm and pay all costs for testing, as required for design of the PROJECT, unless specified otherwise.
9. Designate in writing a person to act as the City's representative with respect to the work to be performed under this agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define the City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Engineer's services.
10. Issue all instructions to the Engineer; act as interpreter of the requirements of the contract documents and judge of the performance thereunder by the parties thereto and shall make decisions on all claims of the Engineer relating to the execution and progress of the work and all other matters and questions related thereto.
11. In consultation with the Engineer, issue all instructions to 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.



**EXHIBIT “A”  
Scope of Services**

CITY OF BETHANY

NW 35<sup>th</sup> and N. Mueller Pavement Reconstruction, and N. College Sidewalk Project

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

Pavement reconstruction of NW 35<sup>th</sup> Street between College and Mueller, and also Mueller South of NW 35<sup>th</sup> Street to the Library property limits. Installation of sidewalk from NW 34<sup>th</sup> to NW 35<sup>th</sup> on the west side of College Avenue to connect to the All-Abilities Playground.

Geotechnical	\$3,310.00
Survey	\$14,800.00
Design	\$86,290.00
Construction Inspection	\$24,000.00

The total cost of Engineering Services for this work is \$ 128,400.00 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.

INTERLOCAL AGREEMENT

**AN AGREEMENT BETWEEN THE CITY OF YUKON, OKLAHOMA AND THE YUKON MUNICIPAL AUTHORITY (COLLECTIVELY REFERRED TO A “YUKON”) AND THE CITY OF BETHANY, OKLAHOMA, AND THE BETHANY PUBLIC WORKS AUTHORITY (COLLECTIVELY REFERRED TO AS “BETHANY” REGARDING TESTING OF WATER WELLS FOR POTENTIAL SALE OF WATER TO YUKON.**

**THIS AGREEMENT** is entered into by and between the City of Yukon, Oklahoma and the Yukon Municipal Authority, hereinafter referred to as “Yukon”, and the City of Bethany and the Bethany Municipal Authority, hereinafter referred to as “Bethany” pursuant to the Oklahoma Interlocal Cooperation Act, 74 O.S. § 1001.

**WHEREAS**, aging infrastructure and increased demand have made it necessary for Yukon to identify and develop additional and diversified sources of clean drinking water; and

**WHEREAS**, Bethany has reliable sources of clean drinking water and a surplus of such water above the demand of its citizens; and

**WHEREAS**, Yukon and Bethany find that it is to the mutual benefit of the citizens of both Yukon and BETHANY to enter into an Agreement setting forth the duties and obligations of the parties.

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

1. Bethany shall allow Yukon to test three existing water wells located in the Garber Wellington Aquifer on public lands owned by Bethany and described as follows:

Macrory Park  
NW 50th and Peniel  
Located in T12N R4W Section 9

Water Tank property  
NW 32nd and Peniel  
Fruitland Garden Addition Block 17 Lot 000

Garrison Park  
NW 19th and Mueller  
Located in T12N R4W Section 28

With such testing to be completed within ninety (90) days of approval of this Agreement.

2. Yukon shall be responsible for obtaining water analysis and for any damages directly caused to Bethany’s well field or facilities as a result of such testing. Yukon shall not be responsible for any pre-existing damages to Bethany’s well field or any damages which are not directly related to the Testing of the wells by Yukon.

INTERLOCAL AGREEMENT

3. Yukon shall share all test findings to Bethany and make necessary contacts and reports to the Oklahoma Water Resources Board.

**APPROVED** by the City of Yukon this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**THE CITY OF YUKON**

By \_\_\_\_\_  
Mayor

ATTEST:

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

**APPROVED** by the Yukon Municipal Authority this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**THE YUKON MUNICIPAL AUTHORITY**

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

ATTEST:

\_\_\_\_\_  
Secretary

INTERLOCAL AGREEMENT

APPROVED by the City of Bethany this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

THE CITY OF BETHANY

By \_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED by the Bethany Municipal Authority this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

THE BETHANY PUBLIC WORKS AUTHORITY

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

ATTEST:

\_\_\_\_\_  
Secretary

Reviewed for form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2025

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

Reviewed for form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2025

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



October 03, 2025

## Terms of Agreement

### Lease Information:

Seller/Site Owner: Ray Jones  
Mailing Address: 119 N Robinson Ave STE 1200  
Oklahoma City, OK 73102-4617

Tenant	Current Rent	Escalation Rate	Site Address
T-Mobile	\$4,983.23 Monthly	CPI Annually	7270 NW 36th St, Bethany, OK 73008-3251

**Easement Area and Assignment of Lease:** The Easement Area shall be approximately the leased premises described by the existing cellular lease (the "Lease(s)") and a non-exclusive access and utility easement. The Easement Area will be confirmed by a survey performed during due diligence. Landmark will be assigned the Lease(s) for the duration of the easement.

**Confidentiality:** Site Owner agrees not to disclose any of the terms of this agreement to any unrelated third parties, except for its broker, agent, lawyers, consultants, bookkeepers and tax advisors, without Landmark's prior written consent for the later of one (1) year from the date of this document or the date on which both parties enter into a mutually acceptable easement and purchase and sale agreement.

**Exclusivity:** Until the expiration of this agreement, Site Owner shall not, directly or indirectly, (a) offer the Lease(s) or the Easement Area for sale or assignment to any other person; (b) negotiate, solicit or entertain any offers to sell or assign any interest in the Lease(s) or the Easement Area to any other person; or (c) modify, amend, supplement, extend, renew, terminate or cancel the Lease(s).

The purchase price shall be the gross purchase price from which will be deducted:

- Prorated rent for the remainder of the month/year of closing
- If applicable, the next two months' of rent payments to account for the time it takes the tenant time to recognize Landmark as the new payee (Site Owner shall be entitled to receive and deposit the next two monthly rent checks after closing, provided however, if one or both rent checks are received by Landmark, Landmark will pay to Site Owner the sum of the rental revenue not received by Site Owner for the 2 months following closing once received by Landmark); and
- Transfer taxes.

**Offer Expiration Date:** October 24, 2025

\* Landmark will complete a title search of the property on which the telecom site is located (the "Property") and perform any and all due diligence on the Property, including a survey of the Easement Area and site inspection at its sole cost and expense. Site Owner will provide Landmark with attorney comments to any of Landmark's transaction documents within five (5) days of the receipt of such documents. If there is a mortgage or lien on the Property, Site Owner agrees to use commercially reasonable efforts to obtain a non-disturbance agreement ("NDA") from the lender or lienholder. In the event the NDA cannot be obtained, Landmark may still close the transaction subject to a twenty percent (20%) reduction in the Purchase Price, provided the Property satisfies Landmark's loan-to-value calculation and Site Owner complies with Landmark's additional due diligence requests.

\* Our signatures below acknowledge that these are the business terms upon which this transaction will be completed and authorizes Landmark to proceed with this transaction. Closing is subject to Landmark's receipt and evaluation of the document checklist items, completion of due diligence and final underwriting approval, and a mutually acceptable easement and purchase agreement. Landmark will endeavor to close this transaction within forty-five (45) days of its receipt of Site Owner's signature below or if that is not possible, within five (5) days of the receipt of all due diligence including any necessary NDAs or consents and the expiration or waiver of any right of first refusal (the "ROFR") of any tenant. If Landmark does not close the transaction within ninety (90) days of the date of Site Owner's signature below, this agreement will expire unless extended by mutual written consent.

\* For the purposes of this document, "Landmark" and "Site Owner" shall refer to and mean Landmark Dividend LLC and its affiliates and Site Owner and their respective affiliates, successors and/or assigns.

**Additional Terms:**

- Landmark and Site Owner also agree to share any future rent from carriers 50/50 (50% to Site Owner) who may require additional space outside of the ground lease. In the event an agreement is executed with a carrier for space outside of the ground lease, the parties shall enter into a mutually agreeable amendment to the easement contemplated herein to include such additional space.
- Landmark does not charge any closing costs to Site Owner.

**Purchase Price and Term:** Initial below

1. \_\_\_\_\_ Purchase Price: \$1,180,000.00  
Term: 1188 Month  
Type: Lump Sum

Please sign and date below and return at your earliest convenience

**Approved by:**

\_\_\_\_\_  
Ray Jones

\_\_\_\_\_  
Landmark Authorized Signatory

Date: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

# Document Checklist

1. I agree to provide my representative with the following information required for closing within 7 days of Site Owner's execution of this agreement:

- Fully Executed copy of cellular lease, including any addenda, amendments, assignments, site plans, construction drawings, notices or exercise letters, any other available tenant correspondence
- Copies of the last two months' rent checks or the last annual check if paid annually
- Proof of Site Owner's existence and authority, as applicable: articles of incorporation, articles of formation, by-laws, operating agreement; partnership agreement; trust agreement; probate documents, death certificate; divorce decree; property management agreement
- Deed
- Current tax bill for Property
- Prior title report or title insurance policy, if available
- Existing environmental reports (for fee purchase only)

2. Attorney Contact Information

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

3. Representation

Site Owner has not received any verbal or written notice from the Tenant(s) that the site is or will be decommissioned or that the site is or will be subject to a reduction in the rental revenue.

Initial \_\_\_\_\_

4. Mortgage:  Yes  No

Bank: \_\_\_\_\_

Mortgage Amount: \_\_\_\_\_

Lender Contact: \_\_\_\_\_

Lender Phone: \_\_\_\_\_

Lender Email: \_\_\_\_\_

\_\_\_\_\_  
Site Owner Signature

Date: \_\_\_\_\_



October 28, 2025

## Terms of Agreement

### Lease Information:

Seller/Site Owner: Ray Jones

Mailing Address: 119 N Robinson Ave STE 1200

Oklahoma City, OK 73102-4617

Tenant	Current Rent	Escalation Rate	Site Address
Verizon	\$45,388.69 Annually	CPI Annually	7270 NW 36th St, Bethany, OK 73008-3251

**Easement Area and Assignment of Lease:** The Easement Area shall be approximately the leased premises described by the existing cellular lease (the "Lease(s)") and a non-exclusive access and utility easement. The Easement Area will be confirmed by a survey performed during due diligence. Landmark will be assigned the Lease(s) for the duration of the easement.

**Confidentiality:** Site Owner agrees not to disclose any of the terms of this agreement to any unrelated third parties, except for its broker, agent, lawyers, consultants, bookkeepers and tax advisors, without Landmark's prior written consent for the later of one (1) year from the date of this document or the date on which both parties enter into a mutually acceptable easement and purchase and sale agreement.

**Exclusivity:** Until the expiration of this agreement, Site Owner shall not, directly or indirectly, (a) offer the Lease(s) or the Easement Area for sale or assignment to any other person; (b) negotiate, solicit or entertain any offers to sell or assign any interest in the Lease(s) or the Easement Area to any other person; or (c) modify, amend, supplement, extend, renew, terminate or cancel the Lease(s).

The purchase price shall be the gross purchase price from which will be deducted:

- Prorated rent for the remainder of the month/year of closing
- If applicable, the next two months' of rent payments to account for the time it takes the tenant time to recognize Landmark as the new payee (Site Owner shall be entitled to receive and deposit the next two monthly rent checks after closing, provided however, if one or both rent checks are received by Landmark, Landmark will pay to Site Owner the sum of the rental revenue not received by Site Owner for the 2 months following closing once received by Landmark); and
- Transfer taxes.

**Offer Expiration Date:** November 21, 2025

\* Landmark will complete a title search of the property on which the telecom site is located (the "Property") and perform any and all due diligence on the Property, including a survey of the Easement Area and site inspection at its sole cost and expense. Site Owner will provide Landmark with attorney comments to any of Landmark's transaction documents within five (5) days of the receipt of such documents. If there is a mortgage or lien on the Property, Site Owner agrees to use commercially reasonable efforts to obtain a non-disturbance agreement ("NDA") from the lender or lienholder. In the event the NDA cannot be obtained, Landmark may still close the transaction subject to a twenty percent (20%) reduction in the Purchase Price, provided the Property satisfies Landmark's loan-to-value calculation and Site Owner complies with Landmark's additional due diligence requests.

\* Our signatures below acknowledge that these are the business terms upon which this transaction will be completed and authorizes Landmark to proceed with this transaction. Closing is subject to Landmark's receipt and evaluation of the document checklist items, completion of due diligence and final underwriting approval, and a mutually acceptable easement and purchase agreement. Landmark will endeavor to close this transaction within forty-five (45) days of its receipt of Site Owner's signature below or if that is not possible, within five (5) days of the receipt of all due diligence including any necessary NDAs or consents and the expiration or waiver of any right of first refusal (the "ROFR") of any tenant. If Landmark does not close the transaction within ninety (90) days of the date of Site Owner's signature below, this agreement will expire unless extended by mutual written consent.

\* For the purposes of this document, "Landmark" and "Site Owner" shall refer to and mean Landmark Dividend LLC and its affiliates and Site Owner and their respective affiliates, successors and/or assigns.

**Additional Terms:**

- Landmark and Site Owner also agree to share any future rent from carriers 50/50 (50% to Site Owner) who may require additional space outside of the ground lease. In the event an agreement is executed with a carrier for space outside of the ground lease, the parties shall enter into a mutually agreeable amendment to the easement contemplated herein to include such additional space.
- Landmark does not charge any closing costs to Site Owner.

**Purchase Price and Term:** Initial below

1. \_\_\_\_\_ Purchase Price: \$880,000.00  
Term: 1188 Month  
Type: Lump Sum

Please sign and date below and return at your earliest convenience

**Approved by:**

\_\_\_\_\_  
Ray Jones

\_\_\_\_\_  
Landmark Authorized Signatory

Date: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

# Document Checklist

1. I agree to provide my representative with the following information required for closing within 7 days of Site Owner's execution of this agreement:

- Fully Executed copy of cellular lease, including any addenda, amendments, assignments, site plans, construction drawings, notices or exercise letters, any other available tenant correspondence
- Copies of the last two months' rent checks or the last annual check if paid annually
- Proof of Site Owner's existence and authority, as applicable: articles of incorporation, articles of formation, by-laws, operating agreement; partnership agreement; trust agreement; probate documents, death certificate; divorce decree; property management agreement
- Deed
- Current tax bill for Property
- Prior title report or title insurance policy, if available
- Existing environmental reports (for fee purchase only)

2. Attorney Contact Information

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

3. Representation

Site Owner has not received any verbal or written notice from the Tenant(s) that the site is or will be decommissioned or that the site is or will be subject to a reduction in the rental revenue.

Initial \_\_\_\_\_

4. Mortgage:  Yes  No

Bank: \_\_\_\_\_

Mortgage Amount: \_\_\_\_\_

Lender Contact: \_\_\_\_\_

Lender Phone: \_\_\_\_\_

Lender Email: \_\_\_\_\_

\_\_\_\_\_  
Site Owner Signature

Date: \_\_\_\_\_

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**BETHANY PUBLIC WORKS AUTHORITY MEETING**

**BETHANY CITY HALL**

**TUESDAY, OCTOBER 21, 2025**

**6:30 P.M.**

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

Chairman Sandoval called the Bethany Public Works Authority meeting to order at 7:50 P.M.

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

- A. APPROVAL OF MINUTES FROM OCTOBER 7, 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 Triana to approve the consent docket. Yes votes: Falkner, Ford, Larsen, Sandoval, Triana, Plank, Magirowsky, Powell, Smart. No Votes: None. Motion approved.

**ITEM NO. 2** on the agenda was **PRESENTATION, DISCUSSION, AND POSSIBLE ACTION REGARDING BULK WASTE COLLECTION EVENTS. (ELIZABETH GARY, CITY MANAGER)**

City Manager Gray delivered a presentation covering the city's bulk waste operations. Topics included a revenue-versus-cost analysis, a breakdown of utility billing, comparisons with other municipalities, costs associated with bulk waste pickup, and alternative methods for disposing of trash and leaves. See Exhibit 1.

Council members discussed the possibility of rescheduling the fall bulk waste pickup to a later date in the season.

Public Works Director Phil Stowell addressed the operational impact on staff, explaining the extensive coordination required to support the event.

No action was taken on this item.

**ITEM NO. 3** on the agenda was **NEW BUSINESS (AS DEFINED BY THE OKLAHOMA OPEN MEETING ACT § 311 (A) (9) AS "MATTERS NOT KNOWN ABOUT OR WHICH COULD NOT HAVE REASONABLY BEEN FORESEEN PRIOR TO THE TIME OF POSTING THE AGENDA")**.

None

**ITEM NO. 4** on the agenda was **ADJOURN UNTIL NOVEMBER 4, 2025.**

Chairman Sandoval adjourned the Bethany Public Works Authority meeting at 8:29 P.M. until November 4, 2025.

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CHAIRMAN

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SECRETARY

2025

# Bulk Waste Discussion

# Information Included

1. Operations
2. Revenue Vs. Costs Comparisons
3. Utility Bill Break Down
4. Comparison of Other Cities
5. Costs of Bulk Waste Pick up
6. Other ways to Dispose of Trash/leaves

# Common comments

“But I have so many leaves, more big trash would help me get rid of them”

“I don't use big trash, why should I pay for other people's garbage?”

“I want monthly big trash to get rid of my garbage, I have a big family”

“I don't want trash on the curbs every month, It is unsightly and makes our community look dirty”

# Operations

1. Bulk trash is picked up by parks and streets employees during shoulder seasons, once staff is mobilized, we try to knock it out as fast as possible so we can return to regular duties.
2. Garbage routes still have to be run by sanitation employees

# Sanitation Cost/Revenue Analysis

## FY26 Budget

Sanitation Budget FY 26	1,802,882
1/3 PW Admin	64,671
1/3 PW Finance	219,644
1/3 PW Fleet Maintenance	27,607
Add. Big Trash Labor	60,303
1/3 General Fund Subsidy *	866,667
<hr/>	
<b>Total Costs</b>	<b>3,041,774</b>
<hr/>	
<b>Total Estimated Revenue</b>	<b>3,004,190</b>
<b>Revenue Verses Cost</b>	<b>-37,584</b>

\*General fund Subsidy=funding for those departments that do not generate revenue

# Bethany Public Works Authority Utility Income/Expense Analysis Page 1

Water Revenue	5,337,197	
Sewer Revenue	4,109,765	
Sanitation Revenue	3,004,190	
Misc Revenue	761,815	
<b>Total</b>	<b>13,212,967</b>	
Water Operating	3,420,810	
Sewer Operating	3,106,196	
Sanitation Operating	2,137,523	Se
Debt Service Interest	587,250	
Debt Service Principal	1,294,190	
General Fund Subsidy	2,600,000	
<b>Total</b>	<b>13,145,969</b>	
<b>Surplus (Deficit)*</b>	<b>66,998</b>	
To be utilized for future debt service payments		

\*Currently, we purchase very little capital expenses and have salary savings-that helps keep us from being in a deficit situation

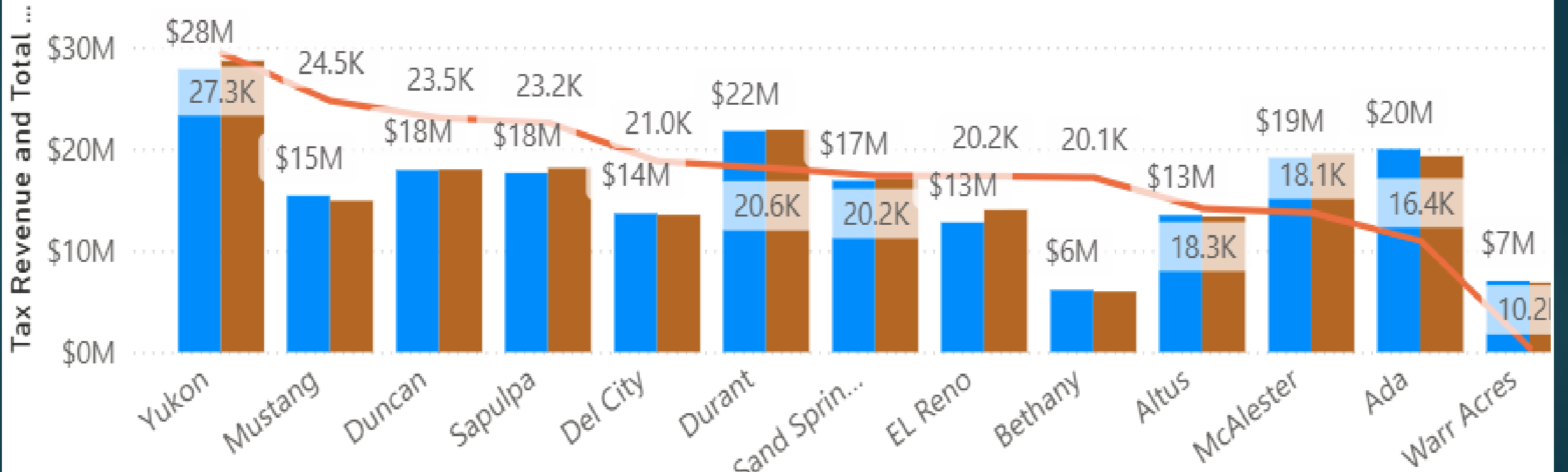
# Utility Billing Comparison Using Single Family Residential Average 5,000 Gallon Water Usage, 2 Poly Carts- Bill Break Down-2025

Yukon	36.13	31.1	16.57	83.8	Quarterly Big Trash Pickup
Oklahoma City	43.62	37.77	29.79	111.18	Monthly Big Trash Pickup. 4 cubic yards included in monthly bill
Bethany	32.29	38.62	24.44	95.35	Spring and fall pickup included in monthly bill and 2 free landfill days
Mustang	36.27	33.86	35.4	105.53	Mustang offers Spring and Fall bulk waste pick up
Piedmont	56.2	50.16	40.06	146.42	Piedmont has an additional capital improvement fee on their bill Bulk Pickup twice a year
Edmond	51.76	50.87	23.93	126.56	Bulk Waste Extra Charge - \$10 for first two cubic yards, \$5 per yard above 2 Must call a month in advance to arrange a day

A comparison with other cities is done to not only see where we stand in relationship to surrounding cities, but to see if we are capturing the true associated costs for inflation, equipment, fuel, etc. The comparison is a bellweather for us to see if we are actually capturing expenditures or if we might be overcharging. Simply a checks and balance.

## Comparison of FY Taxes for Selected Cities as compared with Bethany - Population Rank 28 - FY 2024 and FY 2025 Sales Tax

● Tax Revenue ● Total Taxes Prior Year ● Est Pop



## FY 2024 & FY 2025 To Date Sales Tax as of 06/2025

2025 •

Municipality	State Pop Rank	State Taxes Rank	Fiscal Year	Est Pop	Tax Revenue	Total Taxes Prior Year	Diff between Prior Year	Taxes Per Capita	Avg City Tax Rate	Avg Cty Tax Rate	State Tax Rate	Tax Rate
Yukon	17	15	2025	27,268	\$27,867,878	\$28,664,843	(\$796,965)	\$1,022	4.00%	0.35%	4.50%	
Warr Acres	45	54	2025	10,237	\$7,017,901	\$6,841,864	\$176,037	\$686	4.00%	0.00%	4.50%	
Sapulpa	22	23	2025	23,248	\$17,633,806	\$18,120,207	(\$486,400)	\$759	4.00%	1.17%	4.50%	
Sand Springs	26	24	2025	20,193	\$16,883,470	\$17,108,496	(\$225,027)	\$836	4.05%	0.37%	4.50%	
Mustang	19	28	2025	24,486	\$15,411,042	\$14,882,379	\$528,663	\$629	4.00%	0.35%	4.50%	
McAlester	30	20	2025	18,052	\$19,124,018	\$19,558,242	(\$434,224)	\$1,059	4.00%	1.50%	4.50%	
EL Reno	27	35	2025	20,164	\$12,766,051	\$13,987,027	(\$1,220,976)	\$633	4.00%	0.35%	4.50%	
Durant	25	17	2025	20,644	\$21,753,648	\$21,883,269	(\$129,621)	\$1,054	4.37%	0.50%	4.50%	
Duncan	21	22	2025	23,511	\$17,931,193	\$17,990,625	(\$59,432)	\$763	3.50%	0.70%	4.50%	
Del City	23	31	2025	20,998	\$13,655,083	\$13,514,253	\$140,830	\$650	4.50%	0.00%	4.50%	
Bethany	28	60	2025	20,081	\$6,131,526	\$5,971,789	\$159,737	\$305	4.00%	0.00%	4.50%	

## Sales and use tax 2025 within 25 miles-mayor or cm form of govt

To City	FormOfGov	Tax Revenue	Dist in Miles	Est Pop	Taxes Per Capita	Avg City Tax Rate	Avg Cty Rate	Total Tax Rate
Nicoma Park	Strong Mayor	\$1,560,376	17.22	2,287	\$682	5.00%	0.00%	9.50%
Warr Acres	Strong Mayor	\$7,951,498	1.01	10,237	\$777	4.00%	0.00%	8.50%
<b>Bethany</b>	<b>Council-Manager</b>	<b>\$7,724,388</b>	<b>0.00</b>	<b>20,081</b>	<b>\$385</b>	<b>4.00%</b>	<b>0.00%</b>	<b>8.50%</b>
Choctaw	Council-Manager	\$11,250,130	20.57	12,242	\$919	4.25%	0.00%	8.75%
Del City	Council-Manager	\$15,675,435	11.00	20,998	\$747	4.50%	0.00%	9.00%
Edmond	Council-Manager	\$104,306,340	13.16	98,146	\$1,063	3.75%	0.00%	8.25%
EL Reno	Council-Manager	\$15,400,152	18.43	20,164	\$764	4.00%	0.35%	8.85%
Midwest City	Council-Manager	\$53,655,281	14.02	57,558	\$932	4.60%	0.00%	9.10%
Moore	Council-Manager	\$53,497,838	14.03	63,529	\$842	3.88%	0.13%	8.51%
Mustang	Council-Manager	\$18,486,718	8.95	24,486	\$755	4.00%	0.35%	8.85%
Newcastle	Council-Manager	\$10,630,329	17.97	14,859	\$715	4.00%	0.50%	9.00%
Nichols Hills	Council-Manager	\$7,989,242	5.96	3,790	\$2,108	4.00%	0.00%	8.50%
Norman	Council-Manager	\$115,292,786	22.41	130,741	\$882	4.13%	0.13%	8.76%
Piedmont	Council-Manager	\$4,613,740	12.06	9,515	\$485	5.00%	0.35%	9.85%
Spencer	Council-Manager	\$1,418,322	13.84	3,831	\$370	5.00%	0.00%	9.50%
The Village	Council-Manager	\$9,469,429	6.34	9,235	\$1,025	4.50%	0.00%	9.00%
Tuttle	Council-Manager	\$4,653,242	18.25	8,889	\$523	4.50%	0.75%	9.75%
Yukon	Council-Manager	\$32,083,888	6.81	27,268	\$1,177	4.00%	0.35%	8.85%

# Bulk Waste Event Cost Estimates

<b>Bulk Waste Events Per Year</b>	<b>Landfill Fees</b>	<b>Landfill Events \$1,496 per Event</b>	<b>Fuel/Equip \$115,260 Per Bulk Waste event</b>	<b>Labor* \$48,368 Per Bulk Waste Event</b>	<b>TOTAL</b>
<b>Four</b>	<b>\$216,516</b>	<b>\$0.00 Zero events</b>	<b>\$461,040 4 events</b>	<b>\$194,552 4 events</b>	<b>\$872,108</b>  +3 employees add 150,000 per year **
<b>Three</b>	<b>\$162,387</b>	<b>\$1,496</b>	<b>\$345,780 3 events</b>	<b>\$145,914 3 events</b>	<b>\$665,577</b>  +3 employees add 150,000 per year **
<b>Two</b>	<b>\$108,258</b>	<b>\$2,992 2 events</b>	<b>\$230,520 2 events</b>	<b>\$97,276 2 events</b>	<b>\$439,046</b>  +3 employees add 150,000 per year **
<b>One</b>	<b>\$54,129</b>	<b>\$4,488 3 events</b>	<b>\$115,260 1 event</b>	<b>\$48,638 1 event</b>	<b>\$222,215</b>

\*Labor supplied by parks and streets employees during shoulder seasons

\*\* If more than two bulk waste days per year- adding 3 employees is recommended at an additional cost of \$150,000 annually.

# Other Current Options For Trash Disposal

12

## Residential Bulk Trash Brought to Public Works:

- Cost added to Utility Bill
  - Pickup truck filled up to bed level = \$15
  - Pickup truck filled above bed level = \$20
  - Pickup truck filled above cab level = \$25
  - Trailer = \$7 per cubic yard

## Residential Bulk Trash Picked up Curbside:

- Minimum charge up to 4 cubic yards = \$35
- Each additional cubic yard over first 4 cubic yards = \$10 per cubic yard

Free Residential landfill days-2 times per year

Free Household Hazardous Waste Disposal

- Take to OKC Household Hazardous Waste Collection Facility located at 1621 S Portland

**Extra Poly Carts** available for a small monthly fee.

# Other Current Options For Trash Disposal-Recycling

- Recycle by having a yard sale – City wide yard sale is permit free one time per year
- Advertise on free social media (give away) pages
- Recycle drop points for clothing (YMCA etc)
- Recyclops subscription- an Uber type recycling model- available on website
- Recycle drop off once per month free-Partnership with Warr Acres

# Possible Future Discussions for a Sustainable Budget

- Sales tax or fee for capital improvements
- Fee for service on utility bills for everyone
- Reduce services
- Increase budget and fees-Adding additional bulk waste pickup dates- may require additional employees and will increase sanitation fee for all residential customers

Thank you!

## BETHANY PUBLIC WORKS AUTHORITY

**From:** Michael Vaughn, Finance Director  
**Date:** October 30, 2025  
**Subject:** Claims list for the 11/04/2025 Bethany Public Works Authority Meeting

### BETHANY PUBLIC WORKS AUTHORITY

FUND	AMOUNT
Bethany Public Works Authority	\$ 204,608.71
<b>TOTAL</b>	<b>\$ 204,608.71</b>

### ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 249,429.01
Bethany Public Works Authority	\$ 204,608.71
Bethany Hospital Trust	\$ 7,953.26
Bethany Development Authority	\$ -
<b>TOTAL</b>	<b>\$ 461,990.98</b>

### RECOMMENDATION

1. Approve claims as presented.



P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 02.0 FINANCE						
26-54229	10-005702	TPS TECHNICAL PROGRAMMING	UTILITY BILL PRINTING	10/2025	122272	1,289.77
26-55138	10-006081	CH&W COMMERCIAL TIRE, LLC	UNIT 24 TIRES	10/2025	3-GS69799	416.72
DEPARTMENT TOTAL:						1,706.49
DEPARTMENT: 08.1 PUBLIC WORKS - ADMIN						
26-55190	10-005321	AMAZON CAPITAL SERVICES,	INDESKTOP SCANNER	10/2025	3863418	115.24
26-54777	10-005350	FORCE PERSONNEL	TEMP HELP FOR ADIMINISTRA	10/2025	84979	993.18
26-54321	10-1068	ONG	MONTHLY SVC	10/2025	20251016	216.58
26-55155	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY INS 2ND QTR	10/2025	20251028 #2	52.50
DEPARTMENT TOTAL:						1,377.50
DEPARTMENT: 08.3 PUBLIC WORKS - SANIT						
26-55171	10-005321	AMAZON CAPITAL SERVICES,	INS PRAY GREASE PAPER TOWELS	10/2025	2175436	326.94
26-55104	10-005350	FORCE PERSONNEL	TEMP HELP SANITATION	10/2025	84978	6,365.95
26-54026	10-006081	CH&W COMMERCIAL TIRE, LLC	60 RECAPS & 30 CASINGS	10/2025	3-GS69768	2,050.00
26-55220	10-0812	J & R EQUIPMENT LLC	ADAPTER HANDLE	10/2025	07000839	187.46
26-55155	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY INS 2ND QTR	10/2025	20251028 #2	108.27
26-55216	10-1551	UNITED ENGINES, LLC	UNIT 99	10/2025	2299827	186.96
26-55125	10-1622	WESTLAKE ACE HARDWARE	RAKE FOR GRAPPLE TRUCK	10/2025	3505145	29.99
26-55167	10-1622	WESTLAKE ACE HARDWARE	BOLTS AND NUTS	10/2025	3505162	65.48
26-55181	10-3081	PREMIER TRUCK/ATC FREIGHT	LIDRIVER SIDE DOOR HANDLE	10/2025	120869879	20.79
26-55210	10-3081	PREMIER TRUCK/ATC FREIGHT	LIUNIT 95	10/2025	27028120	3,926.55
DEPARTMENT TOTAL:						13,268.39
DEPARTMENT: 08.4 PUBLIC WORKS - MAINT						
26-55128	10-004601	QUALITY PETROLEUM	STOCK OIL	10/2025	0006420408-001	318.32
26-55174	10-005321	AMAZON CAPITAL SERVICES,	INVINYL UNIT NUMBER	10/2025	9569801	87.24
26-55155	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY INS 2ND QTR	10/2025	20251028 #2	196.80
26-55154	10-2305	HOIDALE CO INC	FOB BLUE, GREEN BLACK	10/2025	INV23475-	159.37
DEPARTMENT TOTAL:						761.73

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 12.0 UTILITY - WATER PLANT						
26-55176	10-005321	AMAZON CAPITAL SERVICES,	INPAPER PRODUCTS COVERALLS	10/2025	7116264	129.87
26-54708	10-0091	BRENNTAG SOUTHWEST INC	4000 GALS 12.5 BLEACH	10/2025	BSW656411	89,885.80
26-54709	10-0091	BRENNTAG SOUTHWEST INC	9000# OF ALUMINUM SULF	10/2025	BSW656948	3,855.60
26-54711	10-0091	BRENNTAG SOUTHWEST INC	3600 # OF AMMONIA	10/2025	BSW656949	1,716.66
26-54354	10-1063	OG&E	MNTHLY SVC.	10/2025	20251015-	25,275.17
26-55155	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY INS 2ND QTR	10/2025	20251028 #2	10,974.70
26-54011	10-1128	OK CITY WATER UTILITIES	TRBLANKETPOFOR1STQUARTER	10/2025	SEPT READINGS	14,611.66
26-55162	10-1622	WESTLAKE ACE HARDWARE	TIRE PLUG KIT ADPTR CLAMP	10/2025	3505160	36.51
26-55180	10-1622	WESTLAKE ACE HARDWARE	SUBPUMP ZIPTIES	10/2025	3505165	284.96
26-55045	10-3042	ACCURATE ENVIRONMENTAL	WELL LEGAL EXPENSES	10/2025	HJ07072	350.00
26-55085	10-3196	IMAGENET CONSULTING, LLC	UNIFI SWITCH-PWR SUPPLY	10/2025	INV1430546	2,006.24
26-55159	10-3434	W & W ELECTRIC MOTOR SVC	LIME SOLO MIXER MOTOR	10/2025	3620	449.00
26-55149	10-3888	CHAMPION HI-TECH	SEALS	10/2025	306345	481.80
26-55191	10-3919	MISSISSIPPI LIME	25 TONS OF LIME	10/2025	CD142346	10,451.75
DEPARTMENT TOTAL:						160,509.72
DEPARTMENT: 12.1 UTILITY - WATER LINE						
26-55161	10-005321	AMAZON CAPITAL SERVICES,	INCHM TOTES, LOCKS, BATTER	10/2025	3085064	637.94
26-55164	10-005321	AMAZON CAPITAL SERVICES,	INK FOR PRINTER	10/2025	5587412	17.49
26-55153	10-1080	OKLAHOMA EMPLOYMENT SECURITM.	BROWN	10/2025	3RD QTR 2025	3,107.10
26-55155	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY INS 2ND QTR	10/2025	20251028 #2	1,256.60
26-55137	10-2557	CORE & MAIN LP	METER LIDS X20	10/2025	CNV1000015738	650.00
26-55172	10-2557	CORE & MAIN LP	2 INCH CLAMP	10/2025	CNV1000016048	520.00
26-54301	10-4090	AT&T MOBILITY	METER READERS	10/2025	20251019	267.44
DEPARTMENT TOTAL:						6,456.57
DEPARTMENT: 12.2 UTILITY - SEWER						
26-55160	10-004725	RUCKER ELECTRIC INCORPORATE	58TH AND ROCKWELL	10/2025	015633	639.56
26-55164	10-005321	AMAZON CAPITAL SERVICES,	INK FOR PRINTER	10/2025	5587412	17.49
26-55048	10-006228	NATIONAL TANK & EQUIPMENT	L58TH AND ROCKWELL	10/2025	436135-0001	1,633.75
26-54354	10-1063	OG&E	MNTHLY SVC.	10/2025	20251015-	4,153.60
26-54321	10-1068	ONG	MONTHLY SVC	10/2025	20251016	194.02
26-55050	10-3434	W & W ELECTRIC MOTOR SVC	REBUILD PUMP #2	10/2025	3631	13,838.00
26-54301	10-4090	AT&T MOBILITY	METER READERS	10/2025	20251019	51.89
DEPARTMENT TOTAL:						20,528.31
FUND TOTAL:						204,608.71
GRAND TOTAL:						461,990.98

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## BETHANY HOSPITAL TRUST MEETING

### BETHANY CITY HALL

TUESDAY, OCTOBER 21, 2025

6:30 P.M.

MEMBERS PRESENT:	Amanda Sandoval	Chairman
	Peter Plank	Vice-Chairman
	Chris Powell	Trustee
	Aja Triana	Trustee
	Kathy Larsen	Trustee
	Chandra Ford	Trustee
	Brian Magirowsky	Trustee
	Burt Falkner	Trustee
	Ken Smart	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 8:29 P.M.

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

- A. APPROVAL OF MINUTES FROM OCTOBER 7, 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 Magrowsky, seconded by Trustee Triana to approve the consent docket. Yes votes: Smart, Falkner, Plank,

Larsen, Magirowsky, Triana, Plank, Sandoval, Powell. No Votes: None.  
Motion approved.

**ITEM NO. 2** on the agenda was **EXCECUTIVE SESSION**: Consideration, discussion and possible action to enter into executive session pursuant to 25 O.S. § 307 (B)(3) for the purpose of discussing the sale, purchase, lease, acquisition, or appraisal of real property by the public body as relates to the hospital.

**A. MOTION TO ENTER INTO EXECUTIVE SESSION.**

A motion was made by Trustee Triana, seconded by Trustee Smart to enter into Executive Session at 8:30. Yes votes: Ford, Smart, Magirowsky, Larsen, Plank, Falkner, Powell, Triana, Sandoval. No vote: None. Motion approved.

**B. MOTION TO EXIT INTO EXECUTIVE SESSION.**

A motion was made by Trustee Smart, seconded by Trustee Magirowsky to exit Executive Session at 9:01. Yes votes: Triana, Larsen, Plank, Smart, Magirowsky, Ford, Falkner, Powell, Sandoval. No votes: None. Motion approved.

A motion was made by Trustee Powell, seconded by Trustee Magirowsky to authorize the City Manager to negotiate value on property related to the Hospital Trust. Yes votes: Larsen, Plank, Falkner, Ford, Sandoval, Magirowsky, Smart, Powell, Triana. No votes: None. Motion approved.

**ITEM NO. 3** 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 NOVEMBER 4, 2025.**

Chairman Sandoval adjourned the Bethany Hospital Trust meeting at 9:01 P.M. until November 4, 2025.

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CHAIRMAN

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SECRETARY

## BETHANY HOSPITAL TRUST

**From:** Michael Vaughn, Finance Director  
**Date:** October 30, 2025  
**Subject:** Claims list for the 11/04/2025 Bethany Hospital Trust Meeting

### BETHANY HOSPITAL TRUST

FUND	AMOUNT
Bethany Hospital Trust	\$ 7,953.26
<b>TOTAL</b>	<b>\$ 7,953.26</b>

### ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 249,429.01
Bethany Public Works Authority	\$ 204,608.71
Bethany Hospital Trust	\$ 7,953.26
Bethany Development Authority	\$ -
<b>TOTAL</b>	<b>\$ 461,990.98</b>

### RECOMMENDATION

1. Approve claims as presented.



P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 99.0 TRANSFERS IN/OUT						
26-55151	10-006291	NICHOLS APPRAISAL	APPRAISAL OF BHT	10/2025	25-213	850.00
26-55155	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY INS 2ND QTR	10/2025	20251028 #2	7,103.26
DEPARTMENT TOTAL:						7,953.26
FUND TOTAL:						7,953.26

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

**BETHANY DEVELOPMENT AUTHORITY**

**BETHANY CITY HALL**

**TUESDAY, OCTOBER 21, 2025**

**6:30 P.M.**

MEMBERS PRESENT:	Amanda Sandoval	Chairman
	Peter Plank	Vice-Chairman
	Chris Powell	Trustee
	Aja Triana	Trustee
	Kathy Larsen	Trustee
	Chandra Ford	Trustee
	Brian Magirowsky	Trustee
	Burt Falkner	Trustee
	Ken Smart	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 9:01 P.M.

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

- A. APPROVAL OF MINUTES FROM OCTOBER 7, 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 Triana to approve the consent docket. Yes votes: Larsen, Plank, Smart, Sandoval, Falkner, Magirowsky, Ford, Powell, 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 NOVEMBER 4, 2025**.

Chairman Sandoval adjourned the Bethany Development Authority meeting at 9:01 P.M. until November 4, 2025.

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CHAIRMAN

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SECRETARY

## BETHANY DEVELOPMENT AUTHORITY

**From:** Michael Vaughn, Finance Director  
**Date:** October 30, 2025  
**Subject:** Claims list for the 11/04/2025 Bethany Development Authority Meeting

### BETHANY DEVELOPMENT AUTHORITY

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

### ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 249,429.01
Bethany Public Works Authority	\$ 204,608.71
Bethany Hospital Trust	\$ 7,953.26
Bethany Development Authority	\$ -
<b>TOTAL</b>	<b>\$ 461,990.98</b>

### RECOMMENDATION

1. Approve claims as presented.

