

---

On Thursday, November 20, 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.

---

# AGENDA

## BETHANY CITY COUNCIL

**TUESDAY, DECEMBER 2, 2025**

**6:30 P.M.**

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

---



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

1. Call to Order
2. Invocation and Flag Salute
3. Presentation by Oklahoma Municipal League acknowledging 25-year Service Award honorees in 2024 and 2025.
4. EXECUTIVE SESSION: Consideration and possible action to enter into Executive Session to discuss the status of negotiations between the City of Bethany and FOP Lodge No. 161 as authorized by 25 O.S. Section 307 (B) (2). *(Elizabeth Gray, City Manager)*
  - A. Motion to enter Executive Session.
  - B. Motion to exit Executive Session.
5. Consideration and possible action to approve a new collective bargaining agreement for FY 2026 between the City of Bethany and FOP Lodge No. 161. *(Elizabeth Gray, City Manager)*
6. Consent Docket:
  - A. Approval of Minutes from the November 18, 2025, Regular Meeting.

- B. Approval of Claims: These claims have been found to be in order by staff and proper as to form and procedure and are recommended for payment. A copy of the Claims List is included in the agenda packet.
- C. Approval of Budget Amendment 26-12.
- D. Finding of proper notice and declaration of delinquency for sewer and sanitary services located at the following Oklahoma City addresses pursuant to Bethany Code of Ordinances 50.11 and possible request by City Clerk to remove item from consent docket for a public hearing:

5905 Queens Gate  
8920 Sheringham Dr  
10721 Eastlake Dr

- 7. Possible Public Hearing on items pulled from consent docket for declaration of delinquency for utility services. *(Michael Vaughn, Finance Director)*
  - A. Open the public hearing by majority vote.
  - B. Call to the interested party of the address(es) about termination of service.
  - C. Call to the public about termination of service.
  - D. Close the public hearing by majority vote.
  - E. Discussion and possible action on addresses pulled from Consent Docket.
- 8. Consideration and possible adoption of Resolution No. 1726, a resolution declaring certain utility customer accounts delinquent and authorizing the submittal of said accounts to Oklahoma City for termination of water service. *(Michael Vaughn, Finance Director)*
- 9. PUBLIC HEARING ITEM: Consideration and possible action regarding a Special Use Request from Michael McGarry, Applicant and Property Owner to build a 1,536 square-foot accessory structure at 7905 NW 39th Street. *(Elizabeth Gray, City Manager)*
  - A. Presentation by staff and/or interested party.
  - B. Public hearing.
  - C. Consideration and possible action regarding a Special Use Request from Michael McGarry, Applicant and Property Owner to build a 1,536 square-foot accessory structure at 7905 NW 39th Street.
- 10. PUBLIC HEARING ITEM: Consideration and possible action regarding a preliminary plat request from Loyd Spaugy, E.I., Crafton Tull & Associates and Agent of Owner, Michael Love at NW of the intersection at N Rockwell Avenue and NW 36th Street and East of N Divis Avenue. *(Elizabeth Gray, City Manager)*
  - A. Presentation by staff and/or interested party.
  - B. Public hearing.
  - C. Consideration and possible action regarding a preliminary plat request from Loyd Spaugy, E.I., Crafton Tull & Associates and Agent of Owner, Michael Love

at NW of the intersection at N Rockwell Avenue and NW 36th Street and East of N Divis Avenue.

11. 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.)*
12. Discussion and possible action regarding Ordinance No. 2084 amending hearing procedures for the Board of Adjustment. *(Ray Jones, City Attorney)*
  - A. Presentation by staff and/or interested party.
  - B. Consideration and possible action to approve Ordinance No. 2084, on reading by title only.
  - C. Motion to approve Sections 1-3 of Ordinance No. 2084.
13. Consideration and possible approval of Amendment No. 2 of the Engineering Contract between the City of Bethany and TEIM Design for the American Rescue Plan Act Grant for Peniel Wastewater Improvements Project in the decrease amount of \$44,000.00 and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
14. Consideration and possible approval of Engineering Design Contract between the City of Bethany and TEIM Design for the Water System Booster Pump Station Improvements Project in the amount of \$319,000.00 and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
15. Discussion and possible action on approval of fees for Open Records Requests pursuant to 25 O.S. § 24A.5. *(Ray Jones, City Attorney)*
16. Consideration and possible approval of Notice to City Clerk regarding 2026 Schedule of Regular Meetings of the City Council, Bethany Public Works Authority, Bethany Hospital Trust, Bethany Development Authority, Planning & Zoning Commission, Board of Adjustment, and Bethany Economic Development Authority. *(Elizabeth Gray, City Manager)*
17. Consideration and possible approval to award bid for the Fire Department Training Tower Structure and Concrete Pad to American Fire Training Systems, Inc. in the amount of \$475,000.00. *(Elizabeth Gray, City Manager)*
18. New Business *(As defined by the Oklahoma Open Meeting Act § 311 (A) (9) as "matters not known about or which could not have reasonably been foreseen prior to the time of posting the agenda")*.
19. City Attorney's Report.
20. City Manager's Report.

21. Mayor and Council Members Comments and Suggestions.

22. Adjourn until December 16, 2025.

## **BETHANY PUBLIC WORKS AUTHORITY**

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

1. Consent Docket:

A. Approval of Minutes from the November 18, 2025, Regular Meeting.

B. Approval of Claims: These claims have been found to be in order by staff and proper as to form and procedure and are recommended for payment. A copy of the Claims List is included in the agenda packet.

2. Consideration and possible approval of Notice to City Clerk regarding 2026 Schedule of Regular Meetings of the Bethany Public Works Authority. *(Elizabeth Gray, City Manager)*

3. Consideration and possible approval of Amendment No. 2 of the Engineering Contract between the City of Bethany and TEIM Design for the American Rescue Plan Act Grant for Peniel Wastewater Improvements Project in the decrease amount of \$44,000.00 and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*

4. Consideration and possible approval of Engineering Design Contract between the City of Bethany and TEIM Design for the Water System Booster Pump Station Improvements Project in the amount of \$319,000.00 and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*

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

6. Adjourn until December 16, 2025.

## **BETHANY HOSPITAL TRUST**

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

1. Consent Docket:
  - A. Approval of Minutes from the November 18, 2025, Regular Meeting.
  - B. Approval of Claims: These claims have been found to be in order by staff and proper as to form and procedure and are recommended for payment. A copy of the Claims List is included in the agenda packet.
2. Consideration and possible approval of Notice to City Clerk regarding 2026 Schedule of Regular Meetings of the Bethany Hospital Trust. (*Elizabeth Gray, City Manager*)
3. New Business (*As defined by the Oklahoma Open Meeting Act § 311 (A) (9) as "matters not known about or which could not have reasonably been foreseen prior to the time of posting the agenda"*).
4. Adjourn until December 16, 2025.

## **BETHANY DEVELOPMENT AUTHORITY**

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

1. Consent Docket:
  - A. Approval of Minutes from the November 18, 2025, Regular Meeting.
  - B. Approval of Claims: These claims have been found to be in order by staff and proper as to form and procedure and are recommended for payment. A copy of the Claims List is included in the agenda packet.
2. Consideration and possible approval of Notice to City Clerk regarding 2026 Schedule of Regular Meetings of the Bethany Development Authority. (*Elizabeth Gray, City Manager*)
3. New Business (*As defined by the Oklahoma Open Meeting Act § 311 (A) (9) as "matters not known about or which could not have reasonably been foreseen prior to the time of posting the agenda"*).
4. Adjourn until December 16, 2025.

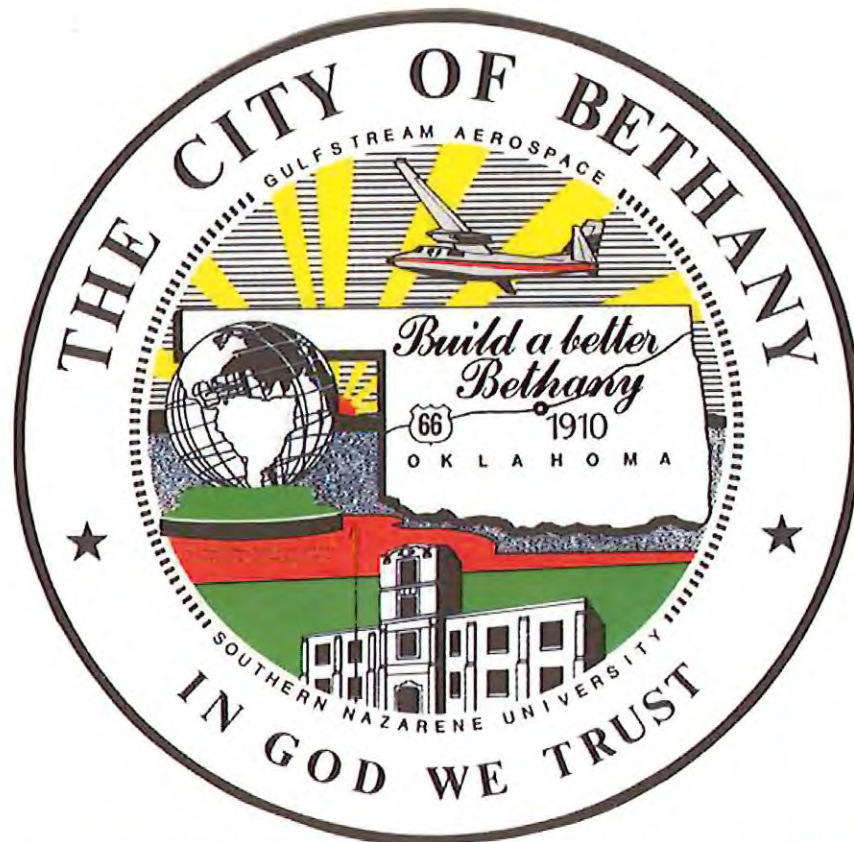
---

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

---

**AGREEMENT**

**BETWEEN THE**



**CITY OF BETHANY, OKLAHOMA**

**AND**

**FRATERNAL ORDER OF POLICE  
LODGE 161**

**FISCAL YEAR 2025-2026**

## **TABLE OF CONTENTS**

1.	Preamble.....	4
2.	Recognition.....	4
3.	Authority and Term.....	5
4.	Wages.....	5
5.	Seniority.....	6
6.	Prohibition of Strike.....	7
7.	Mutual Responsibility.....	7
8.	Grievance Procedure.....	7
9.	Management Rights and Responsibilities.....	10
10.	Union Rights and Responsibilities.....	12
11.	Longevity.....	13
12.	Annual Leave.....	13
13.	Clothing Allowance.....	14
14.	Insurance.....	16
15.	Tuition Incentive.....	16
16.	Incentive Pay.....	17
17.	Sick Leave.....	18
18.	Emergency Leave.....	19
19.	Military Leave.....	20
20.	Dues Check-Off.....	20
21.	Bulletin Boards.....	20

**TABLE OF CONTENTS, CONTINUED...**

22.	Retirement.....	21
23.	Savings Clause.....	21
24.	Time Off for Union Business.....	22
25.	Risk Management.....	22
26.	Personal Leave Bank.....	23
27.	Personnel Reduction.....	23
28.	Overtime and Hours of Work.....	23
29.	Working Out of Classification.....	25
30.	Officer Bill of Rights.....	25
31.	Promotional Procedures.....	27
32.	Safety Committee.....	29
33.	Drug Testing.....	30
34.	Holidays.....	30
35.	Shift Differential.....	30
36.	Trainer Compensation.....	30
37.	Corporal .....	31
38.	Employee Evaluations.....	32
39.	Cost of Living Increase.....	33
40.	Individually Assigned Vehicles..... <sup>3433</sup>	

## **1. PREAMBLE**

- Section 1** The following Agreement between the City of Bethany, Oklahoma, a municipal corporation hereinafter referred to as Employer, and Lodge 161, Fraternal Order of Police, hereinafter referred to as Lodge, is recorded in written form to meet the requirements set forth in Title 11, Section 51-105 of the Oklahoma Statutes, which requires the execution of a written contract incorporating any agreement reached. The intent of this Agreement is to:
- A. Assure the efficient and uninterrupted performance of the municipal police in the public interest;
  - B. Provide an orderly procedure for the resolution of disputes concerning the Agreement's interpretation and application.
  - C. Establish wages, hours, benefits, grievance procedures, and other conditions of employment of represented officers of the Bethany Police Department.

## **2. RECOGNITION**

**Section 1** The City of Bethany, hereinafter referred to as employer, recognizes the Fraternal Order of Police, Lodge 161, hereinafter referred to as FOP, as the exclusive bargaining agent during the term of this Agreement. For purposes of this Agreement, the bargaining unit shall consist of all permanent paid commissioned members of the Police Department, with the exception of the Chief of Police and one Administrative Assistant.

**Section 2** Probationary employees will not be covered by this Agreement except for monetary provisions. The initial probationary period will be twelve (12) months for an employee who is CLEET certified at the time of hiring. The initial probationary period for an employee who is not CLEET certified at the time of hiring will be for a period of eighteen (18) months. In order to complete the initial probationary period, the employee must have actually worked eleven (11) months in the case of a CLEET certified officer or seventeen (17) months in the case of a non-CLEET certified individual. For the purpose of this section, the time spent by a probationary officer in mandatory CLEET training will be counted as days worked for the purpose of the requirement that the employee actually work seventeen (17) months.

**Section** In the event that an employee is unable to satisfactorily complete his/her probationary period, the employee's service with the City will be separated. However, the probationary period for any new hire may be extended for a period not to exceed ninety (90) days at the discretion of the Chief of Police

due to performance issues after consultations between the Chief and the applicable field training officers. If the employee's performance is still not satisfactory, the employee's services will be separated. In the event the Chief of Police elects not to extend the probationary period, that decision will not be subject to the grievance/arbitration process contained in Article 8 of this Agreement.

**Section 3** In addition, the officer will be required to return all city issued equipment in good condition on the last day of employment. If the equipment is not returned or is returned in a damaged, unusable condition, the officer acknowledges the right of the City to deduct the cost of repair or replacement of the items from the officer's accrued vacation, holiday or wages to the extent authorized by law. For uniforms purchased by the officer, the officer must remove any badges, patches, and other items that would indicate an officer with the City of Bethany and return the badges, patches and like items to the Bethany Police Department.

### **3. AUTHORITY AND TERM**

**Section 1** The Employer and the FOP have, by these presents, reduced to writing the Agreement entered into by the employer and the FOP through the collective bargaining process as that term is defined in 11 O.S. 1991, Section 51-101, as amended.

**Section 2** This Agreement shall be effective as of the 1<sup>st</sup> day of July 2025, and shall remain in full force and effect through the 30<sup>th</sup> day of June 2026.

**Section 3** The term of this Agreement, as well as bargaining and arbitration for the terms of a successor Agreement, shall be governed by the term of the Fire and Police Arbitration Act, O.S. 51-101 *et seq.*

### **4. WAGES**

**Section 1** All employees covered by this Agreement shall receive wages as stated in Addendum A for FY 2025-2026, which reflects a 2 1/2% cost of living increase.

**Section 2** The City and the Union agree that the wages listed in Addendum A be approved.

## **5. SENIORITY**

**Section 1** Seniority shall mean the status attained by the length of continuous service in the Bethany Police Department. It shall commence from the date on which the employee becomes a regular employee upon satisfactory completion of the probationary period.

**Section 2** Seniority shall be determined as between two or more employees by highest rank. When two or more employees are of the same rank, seniority shall be determined by length of service within the rank. As between two or more employees of the same rank, who have the same length of service in said rank, seniority shall be determined by length of continuous service as a police officer with the Bethany Police Department. If after the application of the criteria set forth in this Section there still remains a question as to seniority between two or more officers, then, in that event, seniority shall be determined between them by the highest Bethany Police Department hiring procedure ranking.

**Section 3** Seniority shall be lost upon the occurrence of any of the following:

- A. Discharge if not reversed;
- B. Resignation;
- C. Unexcused failure to return to work upon the expiration of a formal leave of absence;
- D. Retirement.

**Section 4** Seniority shall determine the priority of each employee to:

- A. Time off when annual vacation is granted;
- B. Regularly scheduled days off shall be determined and selected by the senior shift supervisor on a shift first, and then in order of rank and seniority taking into consideration minimum staffing needs.
- C. Order of layoff. (Recall shall be set forth in Section 6.)

**Section 5** When all other factors are equal, seniority shall be the determining factor in ordering work assignments and transfers to fill vacancies. There are factors which should pertain to work performance or other reasons which the Police Chief feels take precedence. The factors cited by the Chief will be in writing and given to the Executive Board of the FOP. This will be done on an individual basis and prior to the filling of the position. The Employer shall maintain a seniority list which shall contain date of employment, name and job position.

**Section 6** No employee shall be hired until the laid-off employee has been given the opportunity to return to work, subject to normal job employment requirements. Notice shall be mailed (certified) to both employee and Lodge. The affected employee shall have ten (10) days from receipt of notice to notify the Department of his wishes. An employee shall be given two (2) weeks- notice of layoff.

## **6. PROHIBITION OF STRIKE**

The FOP and the Employer are well aware of the public policy and the necessity that there shall be no strikes or other action which would tend to disrupt the provision of those services traditional to Employer's business. In that the public policy of the State of Oklahoma has been expressly stated by the Oklahoma Legislature and codified as Title 11 O.S. Section 51-101, as amended, that statutory provision is deemed to provide the spirit and intent of the terms of this Agreement.

## **7. MUTUAL RESPONSIBILITY**

The Employer and the FOP agree that for the duration of this Agreement, neither the Employer nor its agents, nor the FOP, its agents or members, shall discriminate against any employee because of his membership or non-membership in the FOP.

## **8. GRIEVANCE PROCEDURE**

**Section 1** A grievance is any dispute which may arise involving the interpretation or application of any of the provisions of this Agreement or the actions of the parties hereunder. An employee covered by this Agreement may file a grievance when it concerns unsafe conditions or unsafe equipment.

**Section 2** It is the intent of the parties to this Agreement to prevent grievances and to settle any which may occur as fairly and as promptly as practical. Therefore, it is agreed that there should be time limits between the initiation of grievance and its occurrence and between steps of the grievance procedure and the time in which each answer must be given. The times indicated by these provisions may be extended only by written mutual agreement of the parties. If the aggrieved party fails to pursue any grievance within the time limits provided, the grievance shall be considered waived and settled and the grievant shall have no further right to continue.

**Section 3** The Bargaining Agent may report an impending grievance to the Chief of Police or to the Human Resources Manager in an effort to forestall the occurrence.

**Section 4** A grievance shall be processed according to the procedures set forth in this Article.

**Section 5** An employee shall, and his FOP representative may, first discuss a grievance with his immediate supervisor in an attempt to reach a satisfactory solution within ten (10) calendar days after the occurrence, leading to the grievance. The supervisor is encouraged to counsel the employee concerning the situation. The supervisor's decision shall be made to the employee, and his FOP representative if he has one, within ten (10) calendar days. In this step, the content of the grievance, the oral response and the date of the meeting will be memorialized in writing by the senior management person present at the meeting. In the event the issue is resolved at this step, the resolution will be documented and forwarded to the Office of the Chief of Police.

**Section 6** If the grievance is not settled by the provision of Section 5, it shall be submitted in writing within ten (10) calendar days from the receipt of the supervisor's response in Section 5 to the FOP Grievance Committee, which shall be defined as the Executive Board of the FOP. Within ten (10) calendar days, the FOP Grievance Committee shall determine, in its discretion and judgment, whether or not a grievance exists as defined in Section 1 of this Article.

**Section 7** If the FOP Grievance Committee finds a grievance does exist, the Committee shall submit the grievance in writing within ten (10) calendar days from receipt of said grievance to the Police Chief and the Human Resources Manager. The written grievance shall include: a complete statement of the grievance and the facts upon which it is based, the specific article(s) and section(s) of this Agreement claimed to have been violated, and the remedy or correction requested. The Police Chief shall give his response to the employee involved and the FOP Grievance Committee within ten (10) calendar days. If the FOP Grievance Committee finds that grievance does not exist, the employee may continue the grievance procedure on his own.

**Section 8** If the grievance is not settled in Section 7, the FOP may, within ten (10) calendar days after receipt of the Police Chief's response, submit the written grievance and a copy of the Police Chief's response to the City Manager or his designee. The City Manager shall submit his or her answer in writing to the FOP President or his designee within ten (10) calendar days.

**Section 9** If the City Manager's response does not resolve the grievance, the FOP President or his designee shall contact the City Manager who will call a Pre-Arbitration Settlement Conference. The conference will be held within ten (10) calendar days and will be attended by the City Manager or his or her designee, the Police Chief and two (2) Union Representatives. In the event of a grievance initiated by an employee, the employee may attend the conference as an observer. The conference will provide an opportunity to settle the disagreement or the mutual agreement of both parties.

**Section 10** If the parties are unable to settle the grievance at the Pre-Arbitration Settlement conference within ten (10) calendar days after the completion of the Conference, then said grievance shall be submitted to arbitration for adjustment as follows:

- A. Within ten (10) calendar days of notice by a party of its intention to submit the matter to grievance arbitration, the party seeking arbitration shall request the Federal Mediation and Conciliation Service to provide a list of nine (9) arbitrators. Within ten (10) calendar days after receipt of the list of arbitrators from the Federal Mediation and Conciliation Service, the Union and the Employer shall alternately strike the name of one arbitrator from the list of nine (9) until one name remains. The party seeking arbitration will strike first.
- B. The Arbitrator shall schedule a hearing and shall notify the Union and the Employer of the time and place of each hearing. All communication between the parties and the Arbitrator shall be made jointly.

Except as provided in this paragraph, the Arbitrator shall have the power to administer oaths and to require by subpoena the attendance and testimony of witnesses, the production of books, records, and other evidence relevant to the issues presented to him for determination. The hearing shall be informal, with relaxed rules of evidence, and any evidence deemed relevant by the Arbitrator may be received in evidence. The Arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any amendment thereto. The Arbitrator shall have no jurisdiction to establish provisions of a new agreement or variation of the present agreement to arbitrate away, in whole or in part, any provisions or amendments thereto. This shall not preclude individual wage grievances.

- D. The Arbitrator shall issue a written opinion.

- E. The decision, findings, and recommendations of the Arbitrator shall be final and binding upon the parties to this Agreement with respect to the interpretation, enforcement or application of the provisions of this Agreement. It is understood by the parties to this Agreement that filing a grievance under this Article, which has as its last step final and binding arbitration, constitutes an election of remedies and waivers of any and all rights by both parties the Union and the Employer, to litigate or otherwise contest the last answer rendered through the grievance procedure in any court or other appeal form.
- F. The cost of the Arbitrator shall be shared equally between the Union and the Employer. If a transcript of the proceedings is requested, the party so requesting shall pay for it. If the other party seeks a copy of the transcript, then the cost of the transcript will be shared equally between the parties. The arbitrator will be provided with a copy of the transcript free of charge.

**Section 11** Employer grievances should they occur as a result of Union activities or actions shall be submitted in writing directly to the President of the FOP or his designee and the City Clerk within ten (10) calendar days of the occurrence prompting the grievance. The process from this point will proceed commencing at Section 9 where the City Manager shall call a Pre-Arbitration Settlement Conference.

## **9. MANAGEMENT RIGHTS AND RESPONSIBILITIES**

**Section 1** The Lodge recognizes the prerogative of Employer to operate and manage its affairs in all respects and in accordance with its responsibilities, and the power or authority which the employer has not officially abridged, delegated, granted or modified by this Agreement are retained by the Employer, and all rights, powers and authority the Employer has prior to the signing of this Agreement, are retained by the employer, and remain exclusively within the rights of the Employer.

**Section 2** Except as may be limited herein, the Employer retains the rights in accordance with the Constitution, the laws of the State of Oklahoma, and the Charter of the municipality and the responsibilities and duties contained in the laws of the State of Oklahoma and the ordinances and regulations promulgated thereunder. These rights include, but are not limited to, the following:

- A. The right to determine Police Department policy, including the right to manage the affairs of the Police Department in all respects, which do not affect terms and conditions of employment;

- B. The right to assign working hours, including overtime;
- C. The right to direct the members of the Police Department, including the right to hire, promote, or transfer any Police Officer;
- D. The right to determine the table of organization of the Police Department, including the right to organize and reorganize the Police Department and the determination of the job classifications and ranks based upon duties assigned;
- E. The right to determine the safety, health and property protection measures for the Police Department;
- F. The right to allocate and assign work to Police Officers within the Police Department;
- G. The right to determine and implement the policy affecting the training of employees;
- H. The right to schedule operations;
- I. The right to establish, modify and enforce Police Department rules, regulations and orders;
- J. The right to introduce new, improved or different methods and techniques of operation of the Police Department or change existing methods and techniques;
- K. The right to determine the amount of supervision necessary;
- L. The right to control the departmental budget;
- M. The right to take whatever actions may be necessary to carry out the mission of the Employer in situations of emergency;
- N. The right to terminate, suspend, demote and take other disciplinary action against employees for just cause;
- O. The right to determine the number of ranks and number of employees in each rank;
- P. The right to transfer work from one position to another within the classified service of the Police Department;

- Q. The placing of maintenance or other work with outside contractors and other agencies of the City;
- R. The right to be the sole judge of the qualifications and selection of applicants;
- S. The Lodge recognizes that the Employer has the right to determine the level of manning on each shift.

## **10. UNION RIGHTS AND RESPONSIBILITIES**

**Section 1** This Agreement shall be binding upon the successors and assignees of the parties hereto during the term of this Contract; and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger or annexation, transfer or assignment of either party hereto, or affected, modified, altered changed in any respect whatsoever by any change of any kind in the ownership or management of either party hereto, or by any change geographically of the place of business of either party hereto.

**Section 2** Except as specifically provided in this Agreement and subject to the rights of management as previously set out in Article IX of this Agreement, all rules, regulations, fiscal procedures, working conditions, departmental practices and manner of conducting the operation and administration of the department currently in effect on the effective date of this Agreement shall be deemed a part of said Agreement unless and except as modified or changed by the specific terms of this Agreement. The Employer hereby reserves the right to adopt, modify and enforce all reasonable administrative departmental and personnel rules, regulations and policies as long as they do not change terms and conditions of employment.

**Section 3** The Lodge, its officers and members shall not intimidate or coerce employees into joining the Lodge.

**Section 4** No Lodge business of any kind shall be carried on by any on-duty employee.

**Section 5** The Lodge recognizes its responsibility as bargaining agent to represent all employees in the bargaining unit fairly.

**Section 6** The City will allow the FOP to utilize the Police Department training room for union activities under the following conditions:

- A. Scheduling the use of the room is cleared through the Chief of Police or Police Major prior to being used by the FOP.

- B. That once the meeting is over, the FOP will clean up and return all tables and chairs to their proper place.
- C. If the meetings are disruptive to Police Department activities by feedback from the Chief of Police, the City will contact the FOP concerning the complaint and attempt to resolve the problem.
- D. Training room is located at 6714 NW 36<sup>th</sup> Street, Bethany Oklahoma.

**Section 7** The FOP recognizes that political activity is prohibited while bargaining unit members are on duty, in uniform or on City property.

## **11. LONGEVITY**

Longevity shall be paid to employees with at least three (3) years of continuous service with the City of Bethany Police Department. Longevity shall be in addition to regular base wages and shall be paid on the basis:

<u>Beginning Year of Service</u>	<u>Longevity Pay Per Month</u>
4 <sup>th</sup> Year	\$35.00
6 <sup>th</sup> Year	\$55.00
8 <sup>th</sup> Year	\$75.00
10 <sup>th</sup> Year	\$95.00
12 <sup>th</sup> Year	\$115.00
14 <sup>th</sup> Year	\$135.00
16 <sup>th</sup> Year	\$155.00
18 <sup>th</sup> Year	\$175.00
20 <sup>th</sup> Year	\$195.00
21 <sup>st</sup> year	\$205.00

**Section 2** No employee shall draw more than Two Hundred Five dollars (\$205.00) per month longevity pay.

## **12. ANNUAL LEAVE**

**Section 1** All permanent employees covered by this Agreement are eligible for annual leave time as follows: 1-5 years, 8 hours per month; 6-10 years, 10 hours per month; 11-15 years, 12 hours per month; 16-retirement, 14 hours per month. Such leave time shall not be accumulated over three hundred and

fifty (350) hours after the last full pay period of each calendar year, however, at the time of retirement or voluntary separation of employment with the City, pay for accrued leave shall not exceed three hundred (300) hours in accordance with Section 12-7.

**Section 2** Employees shall not accrue vacation leave for any period during which they are on lay off or other leaves of absence without pay (unless otherwise agreed by the Employer) or engaged in conduct in violation of Article 6 "Prohibition of Strike".

**Section 3** Annual leave in blocks of five (5) days or more shall be submitted to the Chief of Police or his designee at least thirty (30) days prior to leave time requested. The Chief shall have the authority, in his sole discretion, to reschedule annual leave for an employee unable to take his or her leave scheduled pursuant to this Section.

**Section 4** Annual leave requests for less than blocks of five (5) days shall be submitted to the Chief of Police or his designee seventy-two (72) hours prior to the leave time requested and shall be considered in order of submittal. The Chief of Police, or his designee, can waive the seventy-two- (72) hour requirement if sufficient manpower is available.

**Section 5** Annual leave may be taken in one (1) hour increments.

**Section 6** The Employer maintains the right to cancel and reschedule any or all approved leave upon emergency condition.

**Section 7** Any employee who is laid off, resigns, retires, or is otherwise separated from the service of the City through no fault of the employee shall receive vacation pay for all of their accrued vacation not exceeding three hundred (300) hours upon their separation from employment with the City. The amount of payment for all unused vacation shall be calculated based upon the employee's hourly base rate of pay in effect for the employee's regular job, or the last workday of the employee's employment.

### **13. CLOTHING ALLOWANCE**

**Section 1** The Employer will allow up to forty dollars (\$40.00) per month cleaning allowance paid directly to each employee. Employees are required to provide receipts from an established cleaning establishment for the cost of cleaning shirts, trousers/pants, ties, uniform jackets, and dickies by the 15<sup>th</sup> of the month after the end of each quarter of the year reflecting the proper use of the cleaning allowance. Furthermore, if an employee has not provided receipts for four hundred eighty dollars (\$480.00) spent for

cleaning by July 15<sup>th</sup> of the next fiscal year, the employee is responsible for reimbursing the City for the amount not expended for cleaning.

**Section 2** Replacement – The City of Bethany will repair or replace uniforms damaged on duty on an as-needed basis where the damage was not due to the negligence or misconduct of the officer, subject to the following guidelines (only the following items are eligible for repair or replacement):

- A. Shirts
- B. Trousers
- C. Authorized equipment to be utilized and required by the Department
- D. Ties
- E. Footwear

**Section 3** The City shall furnish all non-probationary officers with twelve hundred (\$1200.00) uniform maintenance allowance per fiscal year payable in two equal installments of six hundred dollars (\$600.00) during August and February.

**Section 4** If requested by the Chief, the officer will submit receipts to the Chief verifying what items have been purchased by the officer. If the officer is not able to supply the Chief with receipts concerning the purchases made for uniform maintenance, the officer could be ineligible for the next payment.

**Section 5** If an employee's personal property is damaged, lost or destroyed in the line of duty and not as a result of the negligence or misconduct of the employee, the City will either repair or replace the item with one of comparable quality. Items within this provision include but are not limited to: watches not to exceed \$150.00; and eyeglasses not to exceed \$500.00 less any amount paid by insurance. The City will not be required to reimburse any single officer in an amount exceeding \$750.00 per fiscal year unless the lost or damaged item(s) are medically necessary.

**Section 6** Uniform articles damaged or destroyed while not in the line of duty will not be repaired or replaced by the City.

**Section 7** Each new recruit will be issued upon employment the following uniform and equipment items:

- A. Four (4) short sleeve shirts
- B. Four (4) long sleeve shirts
- C. Four (4) pairs of standard uniform pants
- D. Leather duty belt with holster/cuff case, OC case and taser holster
- E. Duty gun and ammo
- F. Soft body armor
- G. Two (2) name tags

- H. Two (2) badges-one metal badge and one ghost badge
- I. One (1) cold weather jacket/coat
- J. One (1) lke jacket
- K. One (1) tie
- L. One (1) rain jacket
- M. One pair of black duty boots approved by the Chief not to exceed \$150.00.

## **14. INSURANCE**

**Section 1** The Employer agrees to pay a portion of the monthly group life and group health insurance premium on the employee in the same amount as provided to non-union employees of the Employer. (See attached B.)

**Section 2** The Employer further agrees to pay a portion of the monthly dependent premium for employees whose dependents are covered by the Employer's group health insurance policy in the same amount as provided to non-Union employees. Such payment shall be made directly to the insurance carrier.

**Section 3** The Employer retains the right to select and change the benefits for said insurance coverages.

**Section 4** The Employer retains the right to select the insurance carriers including the right to self-insure.

**Section 5** The Employer shall appoint at least one member of the FOP to the Employee Insurance Committee. Should a FOP member not be willing to volunteer, then the employer may appoint a member of the bargaining unit.

## **15. TUITION INCENTIVE**

**Section 1** The Employer will reimburse employees for course tuition, subject to the conditions of this Article. Reimbursement shall be limited to the actual hourly rate per course hour or the highest (non-graduate rate for non-graduate courses and graduate rate for graduate courses) level hourly rate for a state institution of higher education. Nothing contained in this Article shall be construed to require the Employer to compensate the employee for time spent in fulfilling course requirements, or to pay for travel, books or any expense other than tuition. To assist with budget planning, an officer who intends to take eligible college courses as defined in Section 2 below for the upcoming fiscal year is to provide an estimate of the cost for the entire fiscal

year by January 15<sup>th</sup> to the Office of the Chief of Police. The fact that an employee provides the information does not require the employee to take the course(s).

**Section 2** To be eligible for tuition reimbursement, the course and employee shall meet the following standards:

- A. The course shall be Police related and approved by the Police Chief in advance of the employee enrolling therein;
- B. The course shall be administered by an accredited institution, except that tuition for correspondence courses shall not be eligible for reimbursement;
- C. The employee shall pay the tuition for the course, any tuition which is directly or indirectly paid or reimbursed by any third party shall not be eligible for reimbursement by the Employer; and,
- D. The employee shall receive a letter grade of "B" or higher for his performance in the course and not be evaluated on the basis of pass/fail or satisfactory/unsatisfactory, except that in any course in which a letter grade cannot be awarded, the employee shall receive either "pass" or "satisfactory."

**Section 3** Upon completion of the course, the employee may initiate a claim for reimbursement in the following manner:

- A. The employee must present a receipt from the institution reflecting the amount paid by the employee for tuition;
- B. The employee must present an official transcript from the registrar of the institution showing that the employee has met the grading requirements of Section 2D.

## **16. INCENTIVE PAY**

**Section 1** Employees of the bargaining unit shall receive education incentive pay for achieving the following education levels in college accredited police related courses approved by the Chief of Police.

- Level:
- I. Associate degree \$50.00 per month upon proof of an associate degree from an accredited institution.

- II. Bachelor's Degree \$100.00 per month upon proof of a bachelor's degree from an accredited institution. A Bachelor's Degree in any field would qualify for this level.
- III. Master's Degree \$150.00 per month upon proof of a master's degree from an accredited educational institution in a subject related to law enforcement. The approved fields will be Law Enforcement, Criminal Justice, Psychology, Sociology, Police Science, Management and Business Administration.

## **Section 2**

An officer who demonstrates proficiency in Spanish or American Sign Language will be eligible for an incentive pay of Thirty Dollars (\$30.00) per pay period. To be eligible for the foreign language incentive, the officer must provide proof of fluency to the Chief of Police and the Human Resources Director. The officer must pass a written test and an oral skills test that demonstrate the officer's ability to communicate effectively with citizens regarding normal day to day interactions with law enforcement, matters related to victims and perpetrators of crimes and basic medical information. Fluency will be determined by using the American Council of Teaching Foreign Language, the current College Level Examination Program (CLEP) or some other nationally recognized test as determined by the Human Resources Director.

Officers receiving this incentive will be required to serve as needed for any and all departments of the City. The officer will not receive additional pay, other than the incentive pay outlined above, for services rendered on duty. If services are required while off duty, the officer will receive pay according to the appropriate hourly rate and overtime pay requirements where appropriate.

## **17. SICK LEAVE**

### **Section 1**

Employees shall accumulate eight (8) hours of sick leave pay per month up to a maximum of 960 hours. FOP Members with more than 960 hours of accrued sick leave will not lose their accrued hours but will not accrue additional hours until they have reduced their accrual below 960. Upon retirement, employees may convert sick leave which has accumulated over 740 hours to pay at the ratio of two (2) hours sick leave to one (1) hour pay. Maximum amount of hours paid shall not exceed one hundred and forty (140) hours.

- Section 2** Sick leave may be used by an employee only when incapacitated to perform his/her duties due to illness or injury not caused in the line of duty, or in the event of an illness in the employee's immediate family. Immediate family shall be as defined in the Family and Medical Leave Act.
- Section 3** An employee who does not report for duty for reasons which entitle them to sick leave, shall personally notify the Employer by their usual reporting time. In the event of an absence of more than one shift, the Employer may require a statement from a medical doctor clarifying the fact that the employee has been under medical care during his absence from work.
- Section 4** Any employee who makes a false claim for paid sick leave shall be subject to disciplinary action.
- Section 5** Each employee who uses no sick leave during the contract year (July 1 through June 30) shall receive one shift of bonus leave to be used for any personal purpose within the six months immediately following June 30.
- Section 6** Sick leave can be used in increments of two (2) hours. All time sheets must include all time taken off work for illness or other medical reasons.

## **18. EMERGENCY LEAVE**

- Section 1** Emergency leave with pay will be granted in the event of a death in the employee's immediate family, serious illness, or birth of a child or placement of a child by adoption.
- Section 2** The employee's immediate family shall be defined as the spouse, father, mother, son, daughter, brother, sister, and grandparents of the employee and the employee's spouse.
- Section 3** The emergency leave herein provided applies only when the family death, serious illness, or unusual circumstance does, in fact, require them off from regularly scheduled duty and does not contemplate nor grant an accrual of time when said events occur during regularly scheduled days off, vacations, or other permissible leave within pay periods.
- Section 4** Emergency leave is limited to five (5) days per year. Should an employee require additional emergency leave in excess of five (5) days per year, and provided the Chief of Police grants approval, such leave shall be charged to sick leave. The provisions of this section shall not be construed so as to interfere with an employee's right under the Family and Medical Leave Act to utilize leave for which the employee is qualified.

## **19. MILITARY LEAVE**

An employee who presents official orders requiring his attendance for active duty or other service as a member of the United States Armed Forces, the Oklahoma State Guard of the State of Oklahoma Reserves, shall be entitled to leave of absence for the period of time of such active duty without loss of status or efficiency rating and without loss of pay for such periods of time as dictated by state and/or federal laws, as amended from time to time. Employee may use accrued vacation leave to supplement any payment made under state or federal law or to pay for any health insurance premiums.

## **20. DUES CHECK-OFF**

**Section 1** The Employer agrees to deduct each month Lodge dues in an amount certified to be correct by the Secretary-Treasurer of the Lodge, from the pay of those employees who individually request in writing that deductions be made and such deductions shall continue until the employee requests in writing that deductions cease. All deductions will be for the month in which they are taken.

**Section 2** The Employer shall remit each month the total amount of deductions to the Secretary-Treasurer of the Lodge. The Lodge shall pay the Employer a reasonable bookkeeping fee of five percent (5%) of the total amount of deductions each month.

**Section 3** As to the deductions for dues, the Lodge agrees to be responsible for refunding any deductions which are refundable when an employee terminates or resigns; to be responsible for making a proper adjustment with the employee affected if the Employer makes an error or improper deduction; to indemnify, defend, and hold the Employer harmless as to claims made, or suit instituted, against the Employer on account of payroll deductions for Lodge dues or premiums, if liability is due to Lodge actions.

## **21. BULLETIN BOARDS**

**Section 1** The Employer shall allow the Lodge to maintain a bulletin board no larger than three (3) feet by three (3) feet, at Bethany Police Station. This board shall be used only for the following materials:

- A. Recreation and social affairs
- B. Lodge meetings

- C. Lodge elections
- D. Reports of Lodge committees
- E. Fraternal Order of Police and State Association notices
- F. Legislative enactments, judicial decisions, and proposed successor agreements to this Agreement affecting employees, said enactments, decisions and proposed agreements posted in full without comment or interpretation
- G. Newspaper clippings and magazine articles of interest to members of the Lodge
- H. Minutes of Lodge meetings which do not violate the provisions of the following paragraph.

**Section 2** Materials shall not contain anything reflecting negatively upon the Employer, any of its employees, or any labor organization among its employees.

**Section 3** The Lodge President shall be responsible for the contents of the above materials. Any material on the bulletin board must bear the signature of the Lodge President on its face. Material without such signature will be subject to removal without notice by the Employer.

**Section 4** Any violation of the provisions of this Article shall entitle the Employer to remove any offending article.

## **22. RETIREMENT**

The City shall comply with the terms of 11 O.S. Section 50-101 *et.seq.* regarding retirement benefits and related matters.

## **23. SAVINGS CLAUSE**

In the event any Article, Section, or portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically held invalid in the court's decision; and upon issuance of such a decision, the employer and the FOP agree to

immediately commence to negotiate a substitute for the invalidated Article, Section, or portion thereof. The balance of the Agreement shall not be affected by such a decision.

## **24. TIME OFF FOR UNION BUSINESS**

**Section 1** Upon giving eight (8) days written notice acknowledged by the Chief of Police, the Executive Board of FOP Lodge 161, and the Bargaining Team, may be granted time off with pay, by the Chief of Police, to conduct FOP Lodge 161 business. Business to be conducted must be defined and specified at the time the written request is made.

**Section 2** The Employer agrees to allow Members of Lodge 161 up to an additional sixty (60) days off for legitimate Union business, including State Convention and Police Week but In no case shall any one individual member be allowed to utilize more than twelve (12) days in any one contract year.

**Section 3** Requests for Union business time off will not be denied except for legitimate reasons given in writing.

**Section 4** If an emergency situation arises while a member is in approved Union business time status, the member will immediately revert back to general duty status. Such a revision will not be treated as a call back.

## **25. RISK MANAGEMENT**

**Section 1** It is the City's intent to contain its workers' compensation costs through a comprehensive program of training, purchase of proper equipment and review of accidents. Said program is contained in the "Safety Manual" developed by the Employee Safety and Accident Review Committee (ESARC). The Employer agrees to appoint one member of the FOP to the ESARC. Should a FOP member not be willing to volunteer, then the Employer may appoint a member of the bargaining unit.

**Section 2** Should the FOP desire a labor relations committee to discuss safety issues with the City, the makeup of the committee shall be the following: for the City – Police Chief and the Assistant City Manager; for the FOP – President of the FOP and a designee of his or her choice. This designee shall be on this committee for a minimum of at least one fiscal year. The committee may be called to meet at any time by any one of the members of the committee. The committee will have recommendation power only.

## **26. PERSONAL LEAVE BANK**

- Section 1** Employees will be granted thirteen (13) shifts of personal leave per calendar year calculated at the normal number of hours the employee works. The personal leave will be credited to each employee in an equal amount every six (6) months of the calendar year. This will become effective January 1, 2022.
- Section 2** Personal leave may be taken in blocks of one shift.
- Section 3** All hours in the Personal Leave Bank are to be used on a calendar year basis and must be used before the end of the calendar year. Personal leave cannot be carried over into the following year.
- Section 4** Any employee who is laid off, resigns, retires, or is otherwise separated from the service of the City shall receive pay for their accrued Personal Leave Bank hours in an amount not to exceed thirteen (13) shifts upon their separation from employment with the City. The amount of pay for all unused personal hours shall be calculated based upon the employee's hourly base rate of pay in effect for the employee's regular job on the employee's last day of employment.
- Section 5** The Personal Leave Bank replaces the "Holidays" article and will become effective on January 1, 2020.

## **27. PERSONNEL REDUCTION**

- Section 1** In the case of personnel reduction, seniority shall be a factor in considering the order of lay off. It is understood that if a more senior employee were laid off, this decision would be subject to the grievance procedure.
- Section 2** In determining seniority for the purpose of personnel reduction, only time as a full-time paid employee in the Bethany Police Department will be counted.

## **28. OVERTIME AND HOURS OF WORK**

- Section 1** All hours actually worked over eighty-two (82) hours during any given fourteen (14) day work period shall be considered overtime and compensated in the following methods. Compensation for overtime shall be in the form of compensatory time at the rate of one and one half (1 ½) hours for each hour worked or cash payments at the rate of one and one half (1 ½) times the Employee's regular hourly rate of pay. Each employee may

select his or her option. Employees may accumulate compensable hours up to a maximum of two hundred and forty (240) hours. The employee may request that the hours be used or paid by following departmental procedures for notification. Time accumulated in excess of two hundred and forty (240) hours must be paid in the time period in which it is accrued. Any officer who, as of July 1, 2025, has accrued in excess of two hundred and forty (240) hours of compensable time will be paid for the excess hours. The officer may elect to be paid the full amount by December 31, 2025, or may elect to split the amount evenly, one half to be paid by December 31, 2025, and one half to be paid by February 15, 2026.

**Section 2** Court time is defined as time spent in district court, municipal court or the administrative hearing rooms of the Department of Public Safety while in off-duty status. Compensation for off-duty court time shall begin when the officer arrives at the court or hearing site and shall cease when the officer's presence is no longer required, plus a reasonable length of time to return home. A minimum of two (2) hours will be paid per appearance. Each employee may select option of payment whether it be compensatory time off or cash payment if the court time results in the employee exceeding eighty-two (82) hours in the pay period.

**Section 3** For the purpose of determining work cycle overtime, hours worked shall not include annual leave, sick leave, holidays, injury leave, meritorious leave, special leave, any and all other leaves or absences with or without pay, and all time defined as non-compensable under the Fair Labor Standards Act.

**Section 4** The decision of whether overtime is required shall be at the discretion of the Chief of Police. No hours worked in excess of an employee's regular shift shall be counted toward the computation of overtime unless such work is authorized by the Chief of Police or his designee.

**Section 5** The Lodge agrees that certain activities shall not be considered working time. These times include, but are not limited to the following:

- A. Time changing in or out of uniforms before or after normal working hours.
- B. Off-duty time involving the resolution of a grievance.
- C. Off-duty time involving promotional testing.
- D. All off-duty time attending training facilities excluding time spent on actual Employer approved or required training sessions.

- E. Off-duty time engaged in travel for conferences, seminars or training requiring overnight stays, which is outside the employer's normal work pursuant to the Fair Labor Standards Act.

NOTE: The parties have entered into a Memorandum of Understanding for FY 21-22 to address the possible implementation of ten (10) hour shifts on a trial basis when manning levels allow for the same.

## **29. WORKING OUT OF CLASSIFICATION**

**Section 1** Any "Police Officer" covered by this Agreement who is eligible and required to act in a position of Shift Supervisor for a minimum of four (4) hours, shall be compensated twenty-five dollars (\$25) above his/her base salary for shifts worked as Supervisor. Such additional pay shall be paid only for hours worked out of classification as Shift Supervisor.

**Section 2** The Employer agrees that absent an emergency, only one person will be required to act in any one higher position until such position is permanently filled or until the employee who normally holds the higher position returns to his regular working position.

## **30. OFFICER BILL OF RIGHTS**

**Section 1** It is recognized that due to the nature of an officer's duties, complaints may be made by citizens concerning an officer's action or non-action. The rights of the citizens to complain about abuses of police power must be protected in the same manner as individual Police Officers must be protected against false allegations of abuse, misconduct, etc. The procedures, rights, and privileges set forth in this article are established to ensure both parties are guaranteed equal rights.

**Section 2** The first step of a citizen's complaint will be handled within the Police Department. The following procedure will be:

- A. The complaint by the citizen may be verbal, over the phone or in writing to the officer's immediate supervisor. The supervisor will determine whether or not the complaint has merit or if it can be taken care of at that level. The immediate supervisor will contact the citizen and inform him/her of his decision. If either party is not satisfied, the complaint can be taken to the Chief of Police.

- B. The Chief of Police will then review the complaint and make a determination if the complaint has merit, or it does not. The Chief will inform both parties of his decision where the citizen has the opportunity to take the complaint to the City Manager's office in which an IAC can be conducted. If the officer disagrees with the Chief's decision, the officer may appeal through the grievance procedure established in the contract.

**Section 3**

A member of the FOP will be a part of the IAC. This member will be mutually agreed to by the Police Chief and the FOP. Whenever an officer is under investigation and is subject to questioning by an Internal Affairs Committee (IAC) for any reason, which could lead to disciplinary action, demotion or dismissal such questioning shall be conducted under the following conditions:

- A. The investigation shall be conducted as follows:
  - 1. The officer shall have the opportunity to review and respond to the formal complaint at least 48 hours before appearing before the Committee.
  - 2. The officer under investigation shall be informed by the City Manager's office as to the date and time of the Committee's hearing at least five days before the hearing.
  - 3. Sessions conducted by the Internal Affairs Committee (IAC) shall be reasonable in nature and allow for rest periods if necessary.
  - 4. The officer under investigation shall not be subjected to offensive language or threatened with transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to obtain testimony or evidence.
  - 5. The officer under investigation shall be informed of his rights and his responsibility to answer all questions including his Fifth Amendment rights against self-incrimination.
  - 6. The questioning of officers under investigation may be taped or recorded in written form, at the discretion of the IAC, and questioning of officers shall be limited to the subject of the complaint
  - 7. An officer under investigation shall receive written notification from the City Manager as to the determination of the investigation.

8. No officer shall be discharged, disciplined, demoted, or denied promotion, or transfers, or reassignment, or otherwise be discriminated against in regard to his employment, or be threatened with any such treatment by reason of his exercise of the result granted by this contract.
9. A member of the bargaining unit, when ordered to take a polygraph for administrative investigations is not required to fill out any forms or statements saying that the polygraph is voluntary. An officer shall not be required to take a polygraph until after the complainant or other adverse witness has taken a polygraph.
10. No member of the bargaining unit shall be required to disclose his or her own, or member of his family or household's income, assets, debts, expenditures, or other financial information unless such information is pertinent to the investigation of a complaint, or conflict investigation, or otherwise required by law.
11. No member shall be required to donate or contribute to any type of political or charitable campaign.
12. An officer, at no expense to the City, shall have a right to representation during any interview conducted on a complaint, or on any matter which could lead to discipline, whether the officer is the subject of the complaint or a witness.

## **31. PROMOTIONAL PROCEDURE**

### **A. Responsibilities:**

1. The Deputy Chief will be responsible for the administration of the departmental promotional processes.
2. The Chief of Police will have the final decision-making authority in all promotional selections for the positions below the rank of Chief of Police.

### **B. General Procedures:**

1. All candidates eligible for any promotional vacancy will be provided with a written announcement to include the following information:

- a. Position description
  - b. Eligibility requirements
  - c. A description of the selection process
- C. Candidates may participate in a selection process for any of the following positions for which they may be eligible:
  1. Captain
  2. Lieutenant
- D. Eligibility criteria for each position will be as follows:
  1. Captain
    - a. Seven (7) years of service as a certified police officer with the Bethany Police Department and currently holding the rank of Lieutenant
    - b. A minimum of a bachelor's degree from an accredited college or university.
    - c. No disciplinary action in the previous twelve (12) months.
    - d. Must demonstrate a commitment to the organization and its philosophies, goals, and objectives.
  2. Lieutenant
    - a. Five (5) years of service as a certified police officer with the Bethany Police Department.
    - b. A minimum of an associate degree from an accredited college or university.
    - c. No disciplinary action in the previous twelve (12) months.
    - d. Must demonstrate a commitment to the organization and its philosophies, goals, and objectives.
- E. Selection Procedures:
  1. The Captain and Lieutenant positions are appointed by the Chief of Police. The information that the Chief may consider in making an appointment includes, but is not limited to, the following:

- a. Review of performance evaluations.
  - b. Consultations with supervisors and other police officials to determine demonstrated teamwork, public relations ability and cooperative attitude of the candidate.
  - c. Educational achievements.
  - d. Written essay.
  - e. Personal interview with the Chief of Police.
- F. Review Board: Each candidate for the rank of Lieutenant or Captain will be interviewed by a Review Board composed of the following: one (1) senior management personnel from the City; one (1) Bethany police officer of equal or greater rank than the position in question and two (2) individuals who have held the rank equal to or greater than the rank at issues for at least two (2) years and are from municipal police departments equal to or greater than the size of the Bethany Police Department. The FOP may designate a silent, non-participant observer.

## **32. SAFETY COMMITTEE**

**Section 1** There shall be a "Safety Committee" consisting of five members to review and develop recommendations for safety issues within the Police Department.

A. Membership

- 1. Four (4) members within the FOP membership appointed by the FOP.
- 2. One (1) member shall be the City Manager or his/her designee.

B. Functions

- 1. Review member working conditions and programs and make recommendations to the Chief and City Manager for safety improvements.
- 2. Review workplace and equipment and make recommendations to the Chief and City Manager.

3. Review accidents involving FOP members and make recommendations regarding the cause of accident and preventative measures.

### **33. DRUG TESTING**

Members of the Bethany Police Department will participate in and be subject to the City of Bethany Drug Testing Policy effective July 1, 2021.

### **34. HOLIDAY PAY**

Officers working on the following holidays will receive overtime pay at a rate of time and a half: New Year's Day, Easter, Thanksgiving, Christmas Eve, Christmas Day, Veteran's Day and Independence Day.

### **35. SHIFT DIFFERENTIAL**

Officers scheduled to work evening and midnight shifts shall receive an additional \$100.00 per month.

### **36. TRAINER COMPENSATION**

**Section 1** Officer Training: CLEET Certified Trainers will receive an additional twenty-five dollars (\$25.00) of pay, per workday (no less than eight hours) of training. Those courses considered for the training will include Firearms, Police Defensive Driving, and Self Defense Training including non-lethal training (pepper spray and Taser.)

**Section 1** A CLEET certified Field Training Officer will be paid an additional Twenty Dollars (\$20.00) for each full shift where the person serves as an active on duty field training officer and completes the daily observation reports for the assigned recruit.

The City will be responsible for the scheduling of all FTO's and trainers. No trainer will be paid for training outside the City of Bethany

except with written permission from the Chief of Police or his designee.

### **37. CORPORAL**

**Section 1.** The position of Corporal is established as a non-supervisory position. To be eligible for the position of Corporal, a patrol officer must meet the following minimum qualifications:

- Minimum of four (4) consecutive years with the Bethany Police Department or three (3) years with the Bethany Police Department and two (2) or more years as a full time patrol officer with a police department of equal or greater size than the Bethany Police Department.
- Must have a CLEET Intermediate or Advance Certification.
- Must have a minimum of 250 training hours not including the Basic Academy hours.
- Officer must have at least three (3) of the following certifications:
  - Basic Instructor Certification
  - Firearms Instructor Certification
  - LEDT Instructor Certification
  - DT/C&C Instructor Certification
  - Taser Instructor/Less Lethal Munition certification
  - ARIDE Certification
  - Drug Recognition Expert Certification
  - Crisis Intervention Training
  - Field Training Officer Certification

Any other certification recognized by CLEET may be forwarded to the Chief of Police or his designee for a determination of whether the proposed additional certification holds an equal value to the items listed above and would allow the officer to be eligible for the

position of Corporal. The determination will be made at the sole discretion of the Chief of Police or his designee, which determination will not be subject to the grievance process.

Upon achieving the rank of Corporal, the employee will be placed in the step in the new rank that results in a minimum of a six percent (6%) increase in wages.

**Section 2** An officer holding the position of Corporal will be eligible to bid on shift assignments prior to officers holding the rank of patrol officer. A person will be eligible to bid as a Corporal on the next bidding period after achieving the rank with the most senior Corporal bidding first. Corporals will not be required to bid for a specific shift so long as there is an opening that includes officer openings.

**Section 3.** In the event a person holding the rank of Corporal is the most senior officer on a shift, the person will be in charge of the shift but will not be eligible for working out of class compensation addressed in Article 29 of this Agreement.

**Section 4.** To maintain the rank of Corporal, a person must maintain a minimum of three (3) certifications which are required to achieve the rank.

## **38. EMPLOYEE EVALUATIONS**

- A. Employees will participate in an annual evaluation using the city provided evaluation form.
- B. The employees' immediate supervisor should complete the evaluation. If the employee has recently changed supervisors, the Chief should arrange for the prior supervisor to participate in the evaluation process.
- C. The supervisor should provide documentation for any score of "needs improvement" or "unacceptable." If an employee receives an "outstanding" score, the supervisor should provide documentation or an explanation as to what prompted the outstanding score.
- D. After the evaluation form is completed, it will be forwarded to the next line supervisor for review. The Chief and Deputy Chief will also review the evaluation. If a senior supervisor believes that there is a problem with the evaluation, that reviewer will meet with the evaluator and discuss the evaluation. If the reviewer is satisfied that it is scored correctly, the evaluation will be forwarded to the Chiefs office.
- E. The Department Chief should thoroughly review the evaluation. If he/she is confident in the validity of the document, the document should be forwarded to the Office of the City Manager. If the Chief has questions about the

evaluation, the Chief should do the investigation that is necessary to feel confident that the evaluation is proper.

- F. If an employee is given a confidence rating of "No Confidence," in the Overall Confidence Rating Section, the step increase for that employee will be withheld for six months. The employee's supervisor should set up a plan of action to improve the employee's performance within the next six months. If at the end of six months, the employee has made the necessary improvements, that employee will be granted the step raise at that time. The raise will not be retroactive.
- G. If the employee being evaluated does not agree with the score given, the employee may request a review from the City Manager. The City Manager will consider the documentation and the statements of those individuals involved.
- H. The City Manager may confirm the evaluation or request that the evaluation be returned to the Police Chief for more consideration.
- I. If the decision of the City Manager confirms the evaluation and the employee continues to disagree with the evaluation results, the employee should contact their union representative and consider the arbitration process.

### **39. COST OF LIVING INCREASES**

In the event that the City provides a cost-of-living increases for all city employees for FY21, the City will provide the same increase to the FOP members.

### **40. INDIVIDUALLY ASSIGNED VEHICLES**

**Section 1:** Non-probationary employees who live within fifteen (15) miles, as the crow flies, of the Bethany Police Department will be allowed a take-home unit so long as there are units available. In the event an employee moves outside of the fifteen (15) mile requirement, the officer will lose his/her take-home privileges.

**Section 2:** All employees who are provided a take-home vehicle must abide by all state laws and departmental regulations for the use of a take-home vehicle. The assigned unit may only be used for commuting to and from work and for approved training assignments. An employee may not transport family

members or members of the public in an assigned take-home unit except in an official capacity or an authorized ride-a-long.

**Section 3:** An employee who has been assigned a take-home unit prior to July 1, 2021, and who lives twenty (20) miles, as the crow flies, from the Bethany Police Department, will be allowed to maintain a take-home unit. However, in the event the employee moves to a new location outside of fifteen (15) miles, as the crow flies, from the Bethany Police Department, the employee will lose his or her take-home privilege.

**Section 4:** If there are not enough vehicles to assign to eligible employees under this Article, the vehicles will be assigned as follows: Supervisors, Detectives and then by seniority in rank.

**\*END\*\***

IN WITNESS WHEREOF, the parties hereunto have set their hands this \_\_\_\_\_ day of December 2025.

CITY OF BETHANY

By: \_\_\_\_\_  
MAYOR

By: \_\_\_\_\_  
Elizabeth Gray, CITY MANAGER

ATTEST:

By: \_\_\_\_\_  
CITY CLERK

FRATERNAL ORDER OF POLICE LODGE 161

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

APPROVED as to form and legality this \_\_\_\_\_ day of December 2025.

By: \_\_\_\_\_  
Robert R. Jones, CITY ATTORNEY

**ADDENDUM A**

**POLICE PAY PLAN  
FY 2026**

Effective July 1, 2025

GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
<b>TITLE</b>											
<b>P-2 OFFICER</b>	<i>Hourly</i>	\$27.62	\$28.73	\$29.88	\$31.08	\$32.32	\$33.61	\$34.95	\$36.36	\$37.81	\$39.32
	<i>Bi-weekly</i>	\$2,209.90	\$2,298.46	\$2,390.30	\$2,486.24	\$2,585.46	\$2,688.78	\$2,796.20	\$2,908.54	\$3,024.98	\$3,145.52
	<i>Month</i>	\$4,788.12	\$4,980.00	\$5,178.98	\$5,386.85	\$5,601.83	\$5,825.69	\$6,058.43	\$6,301.84	\$6,554.12	\$6,815.29
	<i>Annual</i>	\$57,457.40	\$59,759.96	\$62,147.80	\$64,642.24	\$67,221.96	\$69,908.28	\$72,701.20	\$75,622.04	\$78,649.48	\$81,783.52
<b>P-3 NON-SUPERVISORY RANK</b>	<i>Hourly</i>	\$32.94	\$34.26	\$35.62	\$37.05	\$38.54	\$40.08	\$41.68	\$43.35	\$45.08	\$46.88
	<i>Bi-weekly</i>	\$2,635.48	\$2,740.44	\$2,849.50	\$2,964.30	\$3,083.20	\$3,206.20	\$3,334.12	\$3,467.78	\$3,606.36	\$3,750.68
	<i>Month</i>	\$5,710.21	\$5,937.62	\$6,173.92	\$6,422.65	\$6,680.27	\$6,946.77	\$7,223.93	\$7,513.52	\$7,813.78	\$8,126.47
	<i>Annual</i>	\$68,522.48	\$71,251.44	\$74,087.00	\$77,071.80	\$80,163.20	\$83,361.20	\$86,687.12	\$90,162.28	\$93,765.36	\$97,517.68
<b>P-3 LIEUTENANT</b>	<i>Hourly</i>	\$40.85	\$42.49	\$44.18	\$45.95	\$47.79	\$49.70	\$51.46	\$53.75		
	<i>Bi-weekly</i>	\$3,267.70	\$3,398.90	\$3,534.20	\$3,676.06	\$3,822.84	\$3,976.18	\$4,116.40	\$4,300.08		
	<i>Month</i>	\$7,080.02	\$7,364.28	\$7,657.43	\$7,964.80	\$8,282.82	\$8,615.06	\$8,918.87	\$9,316.84		
	<i>Annual</i>	\$84,960.20	\$88,371.40	\$91,889.20	\$95,577.56	\$99,393.84	\$103,380.68	\$107,026.40	\$111,802.08		
<b>P-4 CAPTAIN</b>	<i>Hourly</i>	\$48.71	\$50.66	\$52.69	\$54.79	\$56.98	\$59.26	\$61.63	\$64.09		
	<i>Bi-weekly</i>	\$3,896.64	\$4,052.44	\$4,214.80	\$4,382.90	\$4,558.38	\$4,740.42	\$4,930.66	\$5,127.46		
	<i>Month</i>	\$8,442.72	\$8,780.29	\$9,132.07	\$9,496.28	\$9,876.49	\$10,270.91	\$10,683.10	\$11,109.50		
	<i>Annual</i>	\$101,312.64	\$105,363.44	\$109,584.80	\$113,955.40	\$118,517.88	\$123,250.92	\$128,197.16	\$133,313.96		

**CITY OF BETHANY  
MONTHLY INSURANCE PREMIUMS**

**FY 2026**

*(Effective July 1, 2025 - June 30, 2026)*

<b>HEALTH - PPO BCBS</b>		<b>TOTAL PREMIUM</b>		<b>CITY AMOUNT</b>		<b>EMPLOYEE AMOUNT</b>
<b>Platinum Preferred</b>	<i>FY 2025</i>	<b><u>FY 2026</u></b>	<i>FY 2025</i>	<b><u>FY 2026</u></b>	<i>FY 2025</i>	<b><u>FY 2026</u></b>
Employee	668.94	<b>699.04</b>	541.48	<b>571.58</b>	127.46	<b>127.46</b>
Employee & Spouse	1,451.06	<b>1,516.34</b>	1,043.00	<b>1,108.28</b>	408.06	<b>408.06</b>
Employee & Child	988.52	<b>1,033.00</b>	688.00	<b>732.48</b>	300.52	<b>300.52</b>
Employee & Children	1,189.20	<b>1,242.72</b>	781.44	<b>834.96</b>	407.76	<b>407.76</b>
Employee & Spouse & 1	1,770.64	<b>1,850.30</b>	1,193.58	<b>1,273.24</b>	577.06	<b>577.06</b>
Employee & Spouse & 2+	1,971.32	<b>2,060.02</b>	1,360.48	<b>1,449.18</b>	610.84	<b>610.84</b>

<b>DENTAL - PPO BCBS</b>		<b>TOTAL PREMIUM</b>		<b>CITY AMOUNT</b>		<b>EMPLOYEE AMOUNT</b>
<b>Standard</b>	<i>FY 2025</i>	<b><u>FY 2026</u></b>	<i>FY 2025</i>	<b><u>FY 2026</u></b>	<i>FY 2025</i>	<b><u>FY 2026</u></b>
Employee	42.86	<b>44.78</b>	35.34	<b>37.26</b>	7.52	<b>7.52</b>
Employee & Spouse	95.80	<b>100.10</b>	33.06	<b>37.36</b>	62.74	<b>62.74</b>
Employee & Child	65.50	<b>68.44</b>	34.50	<b>37.44</b>	31.00	<b>31.00</b>
Employee & Children	78.88	<b>82.42</b>	34.02	<b>37.56</b>	44.86	<b>44.86</b>
Employee & Spouse & 1	118.44	<b>123.76</b>	30.94	<b>36.26</b>	87.50	<b>87.50</b>
Employee & Spouse & 2+	131.82	<b>137.74</b>	30.82	<b>36.74</b>	101.00	<b>101.00</b>

<b>VISION - PPO VSP</b>		<b>TOTAL PREMIUM</b>		<b>CITY AMOUNT</b>		<b>EMPLOYEE AMOUNT</b>
<b>Enhanced</b>	<i>FY 2025</i>	<b><u>FY 2026</u></b>	<i>FY 2025</i>	<b><u>FY 2026</u></b>	<i>FY 2025</i>	<b><u>FY 2026</u></b>
Employee	7.74	<b>7.74</b>	0.00	<b>0.00</b>	7.74	<b>7.74</b>
Employee & Spouse	14.54	<b>14.54</b>	0.00	<b>0.00</b>	14.54	<b>14.54</b>
Employee & Child	14.96	<b>14.96</b>	0.00	<b>0.00</b>	14.96	<b>14.96</b>
Employee & Children	14.96	<b>14.96</b>	0.00	<b>0.00</b>	14.96	<b>14.96</b>
Employee & Spouse & 1	26.18	<b>26.18</b>	0.00	<b>0.00</b>	26.18	<b>26.18</b>
Employee & Spouse & 2+	26.18	<b>26.18</b>	0.00	<b>0.00</b>	26.18	<b>16.18</b>

NOTICE: On Monday, November 17, 2025, at or before 4:59 p.m., agenda was posted at 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**

**NOVEMBER 18, 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
	(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 Mayor Sandoval.  
The Flag Salute was conducted by Council Member Magirowsky.

**ITEM NO. 3 CONSENT DOCKET:**

**A. APPROVAL OF MINUTES FROM THE NOVEMBER 4, 2025, REGULAR MEETING.**

- B. APPROVAL OF CLAIMS: THESE CLAIMS HAVE BEEN FOUND TO BE IN ORDER BY STAFF AND PROPER AS TO FORM AND PROCEDURE AND ARE RECOMMENDED FOR PAYMENT. A COPY OF THE CLAIMS LIST IS INCLUDED IN THE AGENDA PACKET.**
- C. APPROVAL OF BUDGET AMENDMENT 26-11.**
- D. PUBLIC IMPROVEMENT-ROUTINE ITEM: ACCEPT IMPROVEMENTS FOR SIDEWALK PARTNERSHIP PROGRAM PROJECT PHASE 1 AND PLACE MAINTENANCE BOND INTO EFFECT.**

A motion was made by Council Member Magirowsky, seconded by Council Member Triana 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 MAYORAL PROCLAMATION RECOGNIZING NOVEMBER 29, 2025, AS SMALL BUSINESS SATURDAY.**

Mayor Sandoval issued a proclamation recognizing November 29, 2025 as Small Business Saturday. Pam Manley with Hello Nutrition and Monica Salas with Salas Tree Service received the proclamation. See Exhibit A.

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

Susan GoKool- 6907 NW 53rd Street, Bethany, OK- Bulk trash cut to only 2 pickups.

**ITEM NO. 6 on the agenda was CITYWIDE PUBLIC WORKS PROJECTS UPDATE BY TEIM DESIGN. (ELIZABETH GRAY, CITY MANAGER)**

TEIM Design Engineer Steve Manek gave a full report of all city projects. This presentation is in the agenda packet.

**ITEM NO. 7 on the agenda was CONSIDERATION AND POSSIBLE APPROVAL OF CONTRACT FOR CITY ENGINEERING SERVICES WITH TEIM DESIGN AND AUTHORIZE THE MAYOR TO SIGN THE DOCUMENT ON BEHALF OF THE CITY OF BETHANY. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Council Member Magirowsky, seconded by Council Member Ford to approve a contract for City Engineering Services with TEIM Design 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. 8** on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF CHANGE ORDER NO. 1 AND AMENDMENT NO. 1 TO THE CONSTRUCTION CONTRACT WITH BREWER CONSTRUCTION OKLAHOMA, LLC FOR ODOC COMMUNITY DEVELOPMENT BLOCK GRANT WATERLINE PROJECT IN THE AMOUNT OF \$40,896.00 AND AUTHORIZE THE MAYOR TO SIGN THE DOCUMENT ON BEHALF OF THE CITY OF BETHANY. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Council Member Smart, seconded by Council Member Ford to approve Change Order No. 1 and Amendment No. 1 to the Construction Contract with Brewer Construction Oklahoma, LLC for ODOC Community Development Block Grant Waterline Project in the amount of \$40,896.00 and authorize the mayor to sign the document on behalf of the City of Bethany. Yes votes: Smart, Larsen, Ford, Falkner, Triana, Sandoval, Plank, Powell, Magirowsky. No votes: None. Motion approved.

**ITEM NO. 9** on the agenda was **DISCUSSION AND POSSIBLE ACTION TO APPROVE BREWER CONSTRUCTION OKLAHOMA, LLC INVOICE NO. 3 IN THE AMOUNT OF \$67,837.00 FOR CDBG WATERLINE REPLACEMENT PROJECT- NW 32ND STREET/N HOLLOWAY AND N MUELLER AVENUE. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Council Member Ford, seconded by Vice-Mayor Plank to approve Brewer Construction Oklahoma, LLC Invoice No. 3 in the amount of \$67,837.00 for CDBG Waterline Replacement Project- NW 32nd Street/N Holloway and N Mueller Avenue. Yes votes: Plank, Sandoval, Smart, Magirowsky, Larsen, Ford, Falkner, Powell, Triana. No votes: None. Motion approved.

**ITEM NO. 10** on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF RECORDS RETENTION POLICY. (ELIZABETH GRAY, CITY MANAGER)**

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

**ITEM NO. 11** 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. 12** on the agenda was the **CITY ATTORNEY'S REPORT.**

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

**ITEM NO. 13** on the agenda was the **CITY MANAGER'S REPORT.**

Finance Director Vaughn presented the monthly financial report.

**ITEM NO. 14** on the agenda was **COUNCIL MEMBERS' ANNOUNCEMENTS, COMMENTS, AND PROPOSALS.**

Each council member was given the opportunity to comment.

**ITEM NO. 15** on the agenda was **ADJOURN UNTIL DECEMBER 2, 2025.**

Mayor Sandoval adjourned the Bethany City Council meeting at 7:19 P.M. until December 2, 2025.

---

CITYCLERK

---

MAYOR

# City of Bethany

## Proclamation Office

### of the Mayor

**WHEREAS**, small businesses are vital to the economic health and vitality of our community; and

**WHEREAS**, small businesses create jobs, foster innovation, and contribute to the unique character of our neighborhoods; and

**WHEREAS**, Small Business Saturday is a day dedicated to supporting small businesses and celebrating their contributions; and

**WHEREAS**, this year, Small Business Saturday will be observed on November 29, 2025; and

**WHEREAS**, Bethany, Oklahoma supports our local businesses that create jobs, boost our local economy, and preserve our communities; and

**WHEREAS**, advocacy groups, as well as public and private organizations across the country have endorsed the Saturday after Thanksgiving as **Small Business Saturday**;

**NOW, THEREFORE**, I, Amanda Sandoval, Mayor of Bethany, Oklahoma do hereby declare **November 29, 2025**, as:

**“SMALL BUSINESS SATURDAY”**

in the City of Bethany and urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday – celebrating its 15th year in 2025 – and Shop Small throughout the year.

*Given under my hand and the Seal of the City of Bethany, Oklahoma  
this 18<sup>th</sup> day of November, 2025.*

  
 \_\_\_\_\_  
 Mayor

**Attest:**  
  
 \_\_\_\_\_  
 City Clerk



## BETHANY CITY COUNCIL

**From:** Michael Vaughn, Finance Director  
**Date:** November 20, 2025  
**Subject:** Claims list for the 12/02/2025 City Council Meeting

### GENERAL OPERATIONS FUND

FUND	AMOUNT
General Operations Fund	\$ 108,850.93
Public Safety Fund	\$ -
Capital Improvement Fund	\$ 25,771.17
Federal Grant Fund	\$ 22,679.00
2022A GO Bond	\$ -
Municipal Court Fund	\$ -
Cemetery Fund	\$ -
<b>TOTAL</b>	<b>\$ 157,301.10</b>

### ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 157,301.10
Bethany Public Works Authority	\$ 129,075.04
Bethany Hospital Trust	\$ -
Bethany Development Authority	\$ -
<b>TOTAL</b>	<b>\$ 286,376.14</b>

### RECOMMENDATION

1. Approve claims as presented.



P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01.0 MANAGEMENT						
26-55374	10-004630	BAD BRAD'S BAR-B-Q	FOOD FOR TEAM BLDG LUNCH	11/2025	26-55374	3,302.75
26-54311	10-005084	JAN-PRO CLEANING SYSTEMS	CITY HALL CLEANING	11/2025	INV253968	813.00
26-55292	10-0668	HAYES ELECTRIC	XMAS LIGHT PLUGS	11/2025	84767	325.66
26-55376	10-1085	OKLAHOMA MUNICIPAL ASSURANCWORKERS COMP		11/2025	20251117	314.20
DEPARTMENT TOTAL:						4,755.61
DEPARTMENT: 02.0 FINANCE						
26-55376	10-1085	OKLAHOMA MUNICIPAL ASSURANCWORKERS COMP		11/2025	20251117	83.79
DEPARTMENT TOTAL:						83.79
DEPARTMENT: 03.0 COURT						
26-55376	10-1085	OKLAHOMA MUNICIPAL ASSURANCWORKERS COMP		11/2025	20251117	167.58
DEPARTMENT TOTAL:						167.58
DEPARTMENT: 04.0 ENGINEERING						
26-54622	10-005900	TEIM DESIGN GROUP, PLLC	MNTHLY ENGINEERING	11/2025	13587	2,241.65
DEPARTMENT TOTAL:						2,241.65
DEPARTMENT: 05.0 POLICE						
26-54346	10-004660	MOTHER NATURE'S INC.	PD Monthly Maint	11/2025	1581358	120.00
26-55328	10-005190	FBI-LEEDA	FLENER SCHMIED. LEEDA	11/2025	300115369	100.00
26-55357	10-005929	WEX BANK	FUEL FOR FLEET	11/2025	20251115-20-003	158.74
26-55214	10-0225	GENUINE PARTS	PARTS 16-012 16-002	11/2025	101215	205.51
26-55376	10-1085	OKLAHOMA MUNICIPAL ASSURANCWORKERS COMP		11/2025	20251117	40,207.48
26-55286	10-1726	BETHANY COUNTRY STORE	CAT VACCINES	11/2025	11062025	140.00
26-55165	10-2081	LYNN PEAVEY COMPANY	DNA SWABS	11/2025	422504	211.70
26-55331	10-2369	STAN'S PLUMBING INC	LEAK REPAIR	11/2025	26282	600.00
26-54349	10-2442	SUMNERONE, INC.	3 Copier Lease & Usage	11/2025	4445140	26.40
26-54875	10-2697	AUTOZONE	LED HEADLIGHTS 13-136	11/2025	00501466217	96.99
26-55359	10-3518	CHAD MEEK	FBI ACADEMY AIRPORT PARK	11/2025	DCAW1150829	175.00
26-55283	10-4388	ISG TECHNOLOGY, LLC	VEEAM BACKUP	11/2025	ISG366860	333.74
DEPARTMENT TOTAL:						42,375.56

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 06.0 FIRE						
26-55376	10-1085	OKLAHOMA MUNICIPAL ASSURANC	WORKERS COMP	11/2025	20251117	28,665.76
26-55380	10-4090	AT&T MOBILITY	MOBILE DATA FOR IPADS	11/2025	10192025	84.08
26-55364	10-4251	SAM'S CLUB DIRECT FD	JANITORIAL SUPPLIES	11/2025	20251117	294.93
DEPARTMENT TOTAL:						29,044.77
DEPARTMENT: 07.0 COMMUNITY DEV						
26-55267	10-0225	GENUINE PARTS	CV AXLE FOR FORD	11/2025	102474	297.37
26-55376	10-1085	OKLAHOMA MUNICIPAL ASSURANC	WORKERS COMP	11/2025	20251117	806.45
26-55325	10-1530	THE TRIBUNE	PC 25-24 REZONE	11/2025	20251114-	109.94
DEPARTMENT TOTAL:						1,213.76
DEPARTMENT: 08.1 PUBLIC WORKS - ADMIN						
26-55354	10-005350	FORCE PERSONNEL	TEMP ADMIN HELP	11/2025	85357	1,133.00
26-54704	10-006257	BH SECURITY, LLC	SECURITY CAMERAS FOR PW	11/2025	259069904	54.98
26-55376	10-1085	OKLAHOMA MUNICIPAL ASSURANC	WORKERS COMP	11/2025	20251117	722.67
26-54005	10-2442	SUMNERONE, INC.	MONTHLYCOPIERMAINTENANCE	11/2025	4451801	65.17
DEPARTMENT TOTAL:						1,975.82
DEPARTMENT: 08.2 PUBLIC WORKS - STREETS						
26-55278	10-005321	AMAZON CAPITAL SERVICES,	INOFFICE CHAIRS AND TAPE	11/2025	4211418	12.82
26-55346	10-005321	AMAZON CAPITAL SERVICES,	INDOG PARK SIGNS	11/2025	69722.50	159.51
26-55315	10-006199	BREWER CONSTRUCTION OKLAHOM	NORTH PENIEL BRIDGE	11/2025	INV. 1	9,400.27
26-54704	10-006257	BH SECURITY, LLC	SECURITY CAMERAS FOR PW	11/2025	259069904	152.93
26-55313	10-0694	HASKELL LEMON CONST CO	2 TONS	11/2025	18166	79.20
26-55376	10-1085	OKLAHOMA MUNICIPAL ASSURANC	WORKERS COMP	11/2025	20251117	12,170.12
26-55275	10-1622	WESTLAKE ACE HARDWARE	38TH AND EAGLELANE	11/2025	3505197	49.08
26-55285	10-2092	DUB ROSS CO	BRACKETS	11/2025	146450-IN	57.26
26-55329	10-2143	WARREN CAT	ASPHALT PLANER ATTACHMENT	11/2025	D0494001	293.38
26-55219	10-2702	AMERICAN LOGO & SIGNS	4 STREET SIGN MARKERS	11/2025	34177	180.00
26-55320	10-3331	RUCKER MECHANICAL	HEATING UNIT	11/2025	I-80902-1	507.50
DEPARTMENT TOTAL:						23,062.07

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08.4 PUBLIC WORKS - MAINT						
26-55278	10-005321	AMAZON CAPITAL SERVICES,	INOFFICE CHAIRS AND TAPE	11/2025	4211418	12.84
26-55376	10-1085	OKLAHOMA MUNICIPAL ASSURANC	WORKERS COMP	11/2025	20251117	397.99
DEPARTMENT TOTAL:						410.83
DEPARTMENT: 08.5 PUBLIC WORKS - PARKS						
26-55200	10-004985	B & B ELECTRIC	ALL ABILITIES PARK	11/2025	18177	874.27
26-55278	10-005321	AMAZON CAPITAL SERVICES,	INOFFICE CHAIRS AND TAPE	11/2025	4211418	98.31
26-54704	10-006257	BH SECURITY, LLC	SECURITY CAMERAS FOR PW	11/2025	259069904	54.96
26-55377	10-0324	CENTRAL POWER EQUIP. INC	FILTERS	11/2025	366087	78.48
26-55376	10-1085	OKLAHOMA MUNICIPAL ASSURANC	WORKERS COMP	11/2025	20251117	2,241.30
26-55227	10-1622	WESTLAKE ACE HARDWARE	MOUSE TRAPS AND PAINT	11/2025	3505179	74.52
26-55243	10-1622	WESTLAKE ACE HARDWARE	SPRAY FOAM	11/2025	3505182	20.98
26-55255	10-1622	WESTLAKE ACE HARDWARE	BLADES FOR THE SAWZALL	11/2025	3505185	26.98
26-55265	10-1622	WESTLAKE ACE HARDWARE	WASP AND HORNETT SPRAY	11/2025	3505192	11.18
26-55273	10-2123	HOME DEPOT CREDIT SVCS	ZIP TIES	11/2025	004772/3015793	38.51
DEPARTMENT TOTAL:						3,519.49
FUND TOTAL:						108,850.93

FUND: 031- CAPITAL IMPROVE PROJECTS

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		PROJECTS >\$25,000				
26-54458	10-005900	TEIM DESIGN GROUP, PLLC	25TH/SHANNON LIFT	11/2025	13584	7,405.00
26-55381	10-005900	TEIM DESIGN GROUP, PLLC	FIRE TOWER	11/2025	13587-B	95.00
26-54245	10-006199	BREWER CONSTRUCTION	OKLAHOMCDBG WATERLINE	11/2025	13585	379.98
DEPARTMENT TOTAL:						7,879.98
DEPARTMENT: 40.1		PROJECTS <=\$25,000				
26-55303	10-3331	RUCKER MECHANICAL	COURT CLERKS OFFICE	11/2025	80228-2	17,891.19
DEPARTMENT TOTAL:						17,891.19
FUND TOTAL:						25,771.17

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0    Sewer Project						
26-55347	10-005900	TEIM DESIGN GROUP, PLLC	ARPA PENIEL SEWER	11/2025	13599	22,142.00
DEPARTMENT TOTAL:						22,142.00
DEPARTMENT: 41.0    Well and Wellfield Proj.						
26-55372	10-005900	TEIM DESIGN GROUP, PLLC	WELL AND WELLFIELD	11/2025	13583	537.00
DEPARTMENT TOTAL:						537.00
FUND TOTAL:						22,679.00

**CITY OF BETHANY**

From: Michael Vaughn, Finance Director  
Date: 12/2/2025  
Subject: Budget Amendment 26-12

BACKGROUND

On November 4, 2025 the City Council approved an engineering contract for engineering services for a project to install sidewalks and improve the roadway adjacent to the Bethany Library. After consultation with Bond Counsel, the remaining balance in the 2016 Library GO Bond Fund can be used to fund this project.

Budget Amendment 26-12 Appropriates substantially all of the remaining 2016 GO Bond Fund Balance for this project.

RECOMMENDATION

1. Approve Budget Amendment 26-12 (attached).

ADDITIONAL COMMENTS



**Approval of and authorization to execute Budget Amendment Number BA# 26-12**

**BUDGET AMENDMENT FORM**

**Funds:** 2016 GO Bond Fund  
**Amendment #:** BA# 26-12  
**Fiscal Year:** FY 2026

<u>Account #</u>	<u>Account Name</u>	<u>Estimated Revenue</u>		<u>Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
<b>2016 GO Bond Fund</b>					
032-540.0-4050550	Library & Park Improvements			825,000	
032-25390	Fund Balance	825,000			
<b>TOTALS</b>		<u>825,000</u>	<u>-</u>	<u>825,000</u>	<u>-</u>

**EXPLANATION:**

Budget Amendment 26-12 Appropriates funds for an improvement project for sidewalks and roadway improvements adjacent to the Bethany Library. Funding will come from the remaining fund balance in the 2016 GO Bond Fund

**Date & Signature of Mayor:** \_\_\_\_\_ x \_\_\_\_\_ Date

**Date & Signature of City Manager:** \_\_\_\_\_ x \_\_\_\_\_ Date

**Date Approved by the City of Bethany:** December 2, 2025 \_\_\_\_\_

**2016 GO Bond Fund**

**Unappropriated Fund Balance Remaining After Amendement:** **39,000.00**

**CITY OF BETHANY**

From: Michael Vaughn, Finance Director  
Date: 12/02/2025  
Subject: Delinquent Utility Account Hearing for various Bethany Utility Customers

BACKGROUND

On November 17, 2025 the City of Bethany mailed via certified mail notices of delinquency to a number of utility customers that have Bethany sewer services and Oklahoma City water. Per Bethany Ordinance 2049, customers are entitled to a hearing before Council prior to Council declaring the accounts delinquent and submitting them to Oklahoma City to request termination of their water service. All of the utility customers notified have not paid for any Bethany utility services for at least thirty days past their bill's due date.

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

RECOMMENDATION

1. Approve Resolution No. 1726 finding the accounts of the listed utility customers delinquent.

ADDITIONAL COMMENTS

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

**THE CITY OF BETHANY**

**RESOLUTION NO. 1726**

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

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

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

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

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

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

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

ADOPTED THIS 2ND DAY OF DECEMBER, 2025

THE CITY OF BETHANY

(SEAL)

ATTEST:

\_\_\_\_\_  
Mayor

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

## Utility Accounts for Delinquency hearings on 12/02/25

ACCOUNT #	NAME	ADDRESS	AMOUNT DUE
52-1500-02	Aubrey Long	5905 Queens Gate	\$220.32
52-1720-05	Lowell Stewart	8920 Sheringham dr	\$337.60
52-0600-03	Phillip Stallings	10721 Eastlake Cir	\$336.09

**ORDINANCE NO. 2084**

AN ORDINANCE AMENDING SECTION 158.092 TO THE BETHANY CODE OF ORDINANCES TO OUTLINE PROCEDURES FOR PRESENTATION OF APPEALS TO THE BOARD OF ADJUSTMENT.

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

SECTION 1. Section 158.092, HEARING PROCEDURES, currently reads as follows:

- (A) All deliberations of the Board shall be conducted, and all its decisions shall be made, at a meeting that is open to the public.
- (B) At the time of the hearing, any person may appear in his or her own behalf or be represented by agent or attorney.
- (C) (1) All decisions of the Board shall be made after motion has been made and seconded.  
(2) The motion which decides the issue shall be in the form of findings of fact and shall state the reasons for the findings by the Board.  
(3) If conditions are imposed in the granting of a special exception or variance, the conditions shall be included in the motion.
- (D) In reaching a decision on any motion, the Board shall record the vote of each member or the absence or failure to vote.
- (E) (1) The minutes of all deliberations by the Board shall be acknowledged as to accuracy by the Chairperson and shall be a part of the public record of the Board.  
(2) The minutes of the meeting at which a variance or special exception was granted shall show that each element of a variance or special exception was established at the public hearing on the questions.

SECTION 2. Section 158.092 is amended by as follows:

- (A) All deliberations of the Board shall be conducted, and all its decisions shall be made, at a meeting that is open to the public.
- (B) At the time of the hearing, any person may appear in his or her own behalf or be represented by agent or attorney.
  - (1) The applicant or appellant shall be permitted twenty minutes for presentation of his or her matter to the Board. The applicant or appellant may not reserve any time from the opening presentation for rebuttal. During this period time, the Board may question the applicant or appellant regarding the matter before it.
  - (2) Members of the public who have signed up to speak at the hearing on the matter are allocated five minutes to speak their support or objection. At the conclusion of each member's allotted time, the Board may ask questions about the member's statements or concerns.
  - (3) The applicant or appellant shall be permitted ten minutes for rebuttal to any points of discussion occurring during public's opportunity to speak.
  - (4) The Board may lengthen any period set forth regarding presentation and rebuttal for good cause shown and majority vote of the members present at the hearing.

- (C) (1) All decisions of the Board shall be made after motion has been made and seconded.
- (2) The motion which decides the issue shall be in the form of findings of fact and shall state the reasons for the findings by the Board.
- (3) If conditions are imposed in the granting of a special exception or variance, the conditions shall be included in the motion.
- (D) In reaching a decision on any motion, the Board shall record the vote of each member or the absence or failure to vote.
- (E) (1) The minutes of all deliberations by the Board shall be acknowledged as to accuracy by the Chairperson and shall be a part of the public record of the Board.
- (2) The minutes of the meeting at which a variance or special exception was granted shall show that each element of a variance or special exception was established at the public hearing on the questions.

SECTION 3:

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

\*\*\*END\*\*\*

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

ATTEST:

MAYOR

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

Approved as to form and legality on \_\_\_\_\_, 202\_\_.

CITY ATTORNEY  
\_\_\_\_\_

**Agenda: 12/02/2025**  
**Item: 13**  
**BPWA Item: 3**

**BETHANY CITY COUNCIL**  
**BETHANY PUBLIC WORKS AUTHORITY**

**From:** Elizabeth Gray, City Manager  
**Date:** December 2, 2025  
**Subject:** Amendment No. 2 to Engineering Contract with TEIM Design for the American Rescue Plan Act Grant for Peniel Wastewater Improvements

BACKGROUND

The City of Bethany received funds provided by the Federal Government through the American Rescue Plan Act (ARPA) totaling \$3,372,962. On October 5, 2021, the City Council dedicated the funds for much needed sewer infrastructure improvements by adopting Resolution No. 1632. On November 1, 2022 the City Council dedicated these funds for improving and replacing sanitary sewer line on Peniel Avenue.

On November 10, 2022, the City of Bethany advertised a request for qualifications for City Engineering services for this project. On December 30, 2022, the City Council awarded the successful Request for Qualifications to TEIM Design. On February 21, 2023, the City Council approved the contract for Engineering services with TEIM Design.

Staff recommends approval of the attached amendment to decrease the contract in an amount of \$64,000.00 for Construction Inspection services and add \$20,000 for Construction Administration services for a net decrease of \$44,000.00 which can then be used for additional sanitary sewer construction.

RECOMMENDATION

1. Approve Amendment No. 2 of the Engineering Contract between the City of Bethany and TEIM Design for the American Rescue Plan Act Grant for Peniel Wastewater Improvements Project in the decrease amount of \$44,000.00.

ADDITIONAL COMMENTS



**AMENDMENT NO. 2**  
**AMERICAN RESCUE PLAN ACT GRANT FOR PENIEL WASTEWATER**  
**IMPROVEMENTS**  
**CITY OF BETHANY**

This Amendment is made and entered into this \_\_\_\_\_ day of December, 2025 by and between the City of Bethany, OK, herein called the "City", and TEIM Design, herein called the "Engineer".

**WITNESSETH:**

**WHEREAS**, the City and the Engineer entered into an agreement on February 21, 2023, to provide engineering services for the American Rescue Plan Act Grant for Peniel Wastewater Improvements.

**WHEREAS**, this contract allows for the City to request additional tasks, which may be required:

**WHEREAS**, the City wishes to add new task projects;

**WHEREAS**, the Engineer shall perform these tasks and furnish completed detailed construction plans, bidding, and construction services in accordance to each specific project task;

**WHEREAS**, the new project tasks (Amendment No. 2) shall be as follows;

Amendment No. 2 - Reduce Construction Inspection to \$136,000 from \$200,000 - Hourly Not to Exceed  
Construction Administration - \$20,000 – Lump Sum

**WHEREAS**, section 3 of the original contract must be amended to provide for the Engineer's increased scope of work as outlined above & associated fees, and

**WHEREAS**, the total compensation to be paid to the Engineer for this contract & amendment shall be as follows:

**For the original contract:**

Not to exceed \$416,000 for engineering services

**For Amendment No. 1:**

Not to exceed \$200,000 for construction inspection services

**For Amendment No. 2:**

Reduce Construction Inspection from \$200,000 to \$136,000, and adding \$20,000 for  
Construction Administration

**Total Amended Contract**

Not to exceed \$572,000

WHEREAS, both parties agree to amend said contract

IN WITNESS WHEREOF, this Amendment was executed and approved by the Engineer this 17 day of November 2025.

ATTEST:

TEIM Design, PLLC.

State of Oklahoma

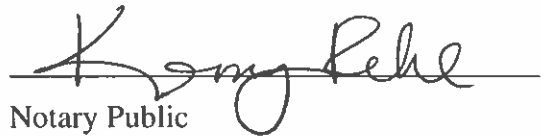


County of Oklahoma

\_\_\_\_\_  
President

This instrument was acknowledged before me on this 17th day of November 2025, by Joe Davis, PE as President of TEIM Design, PLLC.

My Commission Expires/Commission Number:

  
Notary Public

10-04-2027 / 19010036 Seal



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

ATTEST:

City of Bethany

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

\_\_\_\_\_  
Mayor

**Agenda: 12/02/2025**  
**Item: 14**  
**BPWA Item: 4**

**BETHANY CITY COUNCIL**  
**BETHANY PUBLIC WORKS AUTHORITY**

**From:** Elizabeth Gray, City Manager  
**Date:** December 2, 2025  
**Subject:** Discussion and possible approval of Engineering Design Contract for Water System Booster Pump Station Improvements Project with TEIM Design.

BACKGROUND

The current booster pump station located near NW 32<sup>nd</sup> and Peniel was constructed as part of a 1970 Bond Improvements project. This booster pump station is needed to keep water levels in the elevated storage tanks at constant levels for water distribution and also increases and maintains water pressure to many sections of the city. The current booster pump station only has one working pump, but current Oklahoma Department of Environmental Quality regulations require two working pumps for redundancy in the event of one pump being taken out of service. This booster pump station is identified as a priority project in the Capital Improvement Plan. The project will entail a new pump house, pumps and motors, electrical and mechanical, piping for system connections and new controls so it can be operated remotely from the Water Treatment Plant, as well as the existing pump house will be removed.

Staff recommends approval of the attached contract for an amount of \$319,000.00 which includes Survey, Architectural, Structural, Mechanical, Electrical, Geotechnical investigation, Engineering design, and Construction Inspection.

RECOMMENDATION

1. Approve Engineering Design Contract between the City of Bethany and TEIM Design for the Water System Booster Pump Station Improvements Project.

ADDITIONAL COMMENTS

Funding from OWRB FAP Loan.



**CITY OF BETHANY, OKLAHOMA  
ENGINEERING CONTRACT**

This contract entered into between the City of Bethany, Oklahoma, hereinafter called the “City”; and TEIM Design, PLLC., 3020 NW 149<sup>th</sup> Street, Oklahoma City, Oklahoma, hereinafter called the “Engineer”. This \_\_\_ day of December 2025 for the purpose of providing engineering services, contract documents, and construction inspection for the Water System Booster Pump Station Improvements at NW 32<sup>nd</sup> & Peniel 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.

IN WITNESS WHEREOF, this Contract was executed and approved by the Engineer this 19<sup>th</sup> day of November 2025.

TEIM DESIGN, PLLC.

ATTEST:



STATE OF OKLAHOMA )  
 ) SS  
COUNTY OF OKLAHOMA )

\_\_\_\_\_  
President

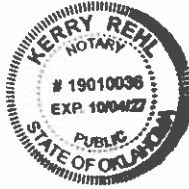
This instrument was acknowledged before me on this 19<sup>th</sup> day of November 2025, by Joe B. Davis, P.E., as President of TEIM Design, PLLC.

My Commission Expires/Commission Number:



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

10-04-2027 / 19010036 (Seal)



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

THE CITY OF BETHANY

ATTEST:

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

\_\_\_\_\_  
Mayor

**EXHIBIT "A"**  
**Scope of Services**

**CITY OF BETHANY**  
**Water System Booster Pump Station Improvements**  
**NW 32<sup>nd</sup> & Peniel**

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:

The project is for the design of a new Booster Pump Station located near NW 32nd and Peniel to include a new pump house, pumps and motors, electrical and mechanical, piping for system connections and new controls so it can be operated remotely from the Water Treatment Plant, as well as the existing pump house will be removed.

Architectural/Structural/Mechanical/Geotech	\$47,800.00
Survey	\$6,050.00
Electrical	\$25,000.00
ODEQ Permit	\$1,000.00
Design, Construction Admin./Construction Inspection	\$239,150.00

The total cost of Engineering Services for this work is \$ 319,000.00 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	\$229.58
Senior Architect	\$345.00
Senior Engineer	\$195.69
Project Engineer	\$149.77
Structural Engineer	\$161.80
Engineer Intern	\$101.67
Traffic Engineer	\$188.04
Environmental Specialist	\$149.77
CADD Technician	\$113.70
Design Technician	\$153.06
Clerical/Admin	\$95.11
Construction Engineer	\$161.80
Construction Technician	\$108.23
Inspector	\$124.63
Principal Planner	\$185.00
Senior Planner	\$165.00
Planner	\$135.00

**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.

CITY OF BETHANY

From: Ray Jones, City Attorney  
Date: November 20, 2025  
Subject: Updated Open Records Request Form

BACKGROUND

Portions of the Open Records Act become revised effective 11-1-25. The Oklahoma Municipal League (OML) and the Oklahoma Municipal Assurance Group (OMAG) worked together to develop a sample Open Records Request Form which has been approved by The Oklahoma Association of Municipal Attorneys Board the Oklahoma Municipal Clerks, Treasurers and Finance Officials Association Board OML and OMAG.

The Attorney General's Office and the Oklahoma Municipal Assurance Group have recommended that Cities update their public records request forms to current language and fees that reflect changes to state law.

RECOMMENDATION

1. Approve the revised open records form and fees

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

ADDITIONAL COMMENTS

# CITY OF BETHANY OPEN RECORDS REQUEST FORM

The Oklahoma Open Records Act permits a public body to require a requestor to complete a records request form to receive or view records pursuant to [51 O.S. § 24A.5\(7\)](#), as effective November 1, 2025. Any person requesting records is only required to provide enough contact information so the municipality can notify you if the request is ready, send the request to you, or contact you if clarification is needed.

1. **Name:** \_\_\_\_\_ 2. **Date:** \_\_\_\_\_  
3. **Email Address:** \_\_\_\_\_ 4. **Phone:** \_\_\_\_\_  
5. **Mailing Address:** \_\_\_\_\_  
6. **Company/ Organization/ Firm** (if applicable): \_\_\_\_\_  
7. **Purpose of Request:** (check one)  Personal  Commercial  News Media (List org.):  Scholar  Other (specify): \_\_\_\_\_

8. I prefer records to be provided:  Physical Copies (see fee schedule)  For Inspection  
 Certified Copies (\$1.00 per page)  Digital Copies via Email (see fee schedule)

9. **Description of request:** Be as specific as possible, include the title or description of the specific records below, specific search terms on box 10, and a date range on box 11. Narrowing your request will help to make sure your records are produced in a timely fashion and ensures that you are provided with the specific records you seek. There is no duty to create a record that does not exist to fulfill a request. 51 O.S. § 24A.18.

10. **Suggested Specific Search Terms:** Please separate search terms by a semi-colon;

11. Date Range: Starting Date ( / / ): Ending Date ( / / ):

12. **Understanding the Records Request Process and the Open Records Act.** • Some records can be produced promptly. Other records may require time to search in which case you will be notified when the records are ready for pickup or inspection. • By making this request for records, you agree to pay all copying and search fees, if applicable, in the amounts and under such conditions as posted in our office and on file with the county clerk. These charges are set at a level to compensate the municipality for the actual costs incurred in honoring your request. • You may be required to pay in advance if estimated costs exceed \$75 or if you have outstanding fees from prior requests. Any amount paid in excess of actual costs will be refunded. 51 O.S. § 24A.5(4) • You may be asked to clarify your request if the request does not describe the records with reasonable specificity. To have reasonable specificity, a request shall: “a) specify a general time frame within which the requested records would have been created or transmitted, b) seek identifiable records, rather than general information without any qualifiers or other specifications, and c) include search terms that are sufficiently specific to assist the public body in identifying the requested records.” 51 O.S. § 24A.5(7) • The municipality may ask you to clarify your request. If the municipality has engaged with you to seek the information needed to fulfill the request and to identify the records sought by you, including providing you with general topics or a specific list of records related to the request, the request may be denied if it is still not reasonably specific. 51 O.S. § 24A.5(7), • The municipality has the ability to determine whether a request is for a commercial purpose. 51 O.S. § 24A.5 (4), 51 O.S. § 24A.40 • The public body is permitted to email records but is not required to do so. A public body should not provide or deliver records in a form that materially alters or removes the content of the original record. See *Wagner v. Office of Sheriff of Custer Cnty.*, 2021 OK CIV APP 20, ¶ 6, 492 P.3d 1240, 1242. *Brooke vs. Reed*, 2024 OK CIV APP Case No. 121604 ¶ 17 (not for official publication) and the AG opinions 1999 OK AG 55 and 2006 OK AG 35. • A person whose request to inspect or copy a public record is denied by a public body may file a request for review with the Public Access Counselor in the Attorney General’s office not later than 30 calendar days after the date of the denial. The Attorney General *may* issue advisory opinions if requested by the head of the public body or its attorney.

INTERNAL USE ONLY (separate paper from request form)

Name: Phone: Email Address: Time of request: Date: \_\_\_\_\_ Time: \_\_\_\_\_  
: \_\_\_\_\_ am/pm Time access provided: Date: \_\_\_\_\_ Time: \_\_\_\_\_  
: \_\_\_\_\_ am/pm

Copy fee charged Yes No (up to 0.25 per page) Does the requestor want certified copies? Yes No (up to 1.00 per page for certified) Number of copy pages: \_\_\_\_\_  
Search fee charged Yes No Non-attorney search time: \_\_\_\_\_ hours, \_\_\_\_\_ minutes

Attorney search/legal review time: \_\_\_\_\_ hours, \_\_\_\_\_ minutes

(Please note: the fee schedules must be posted publicly at the municipalities office and with the county clerk. A search fee may be charged according to number 4 of 51 O.S. § 24A.5. However, "In no case shall a search fee be charged when the release of records is in the public interest, including, but not limited to, release to the news media, scholars, authors and taxpayers seeking to determine whether those entrusted with the affairs of the government are honestly, faithfully, and competently performing their duties as public servants.") Example search fees and fee schedules: Attorney General's Office: <https://oklahoma.gov/oag/news/open-records-request.html> City of Tulsa: <https://www.cityoftulsa.org/media/26553/executive-order-no-2024-08.pdf> City of Oklahoma City: <https://www.okc.gov/Government/Records/Records-Request/Public-Records-Fees> Midwest City: <https://www.midwestcityok.org/police/page/records-fees>

Deposit charged \$ \_\_\_\_\_

(Deposit can only be charged if estimated costs exceed \$75 or if they have outstanding fees from previous requests. Any portion of an advance payment that exceeds the costs of responding to the request shall be returned to the requestor 51 O.S. § 24A.5(4))

Total charge \$ \_\_\_\_\_

CITY OF BETHANY

Charges paid \$ \_\_\_\_\_ Billed

RULES AND FEES

\$ \_\_\_\_\_ Receipt number

FOR THE PRODUCTION OF RECORDS

\$ \_\_\_\_\_

Anticipated time needed to produce the request: \_\_\_\_\_

(Please note: Under number 6 of 51 O.S. § 24A.5. "A public body must provide prompt, reasonable access to its records but may establish reasonable procedures which protect the integrity and organization of its records and to prevent excessive disruptions of its essential functions. A delay in providing access to records shall be limited solely to the time required for preparing the requested documents and the avoidance of excessive disruptions of the public body's essential functions. In no event may production of a current request for records be unreasonably delayed until after completion of a prior records request that will take substantially longer than the current request. Any public body which makes the requested records available on the Internet shall meet the obligation of providing prompt, reasonable access to its records as required by this paragraph.")

The requested (Insert name of records here) records were not produced/ redacted for the reason(s) indicated:

- The request is not reasonably specific under 51 O.S. § 24A.5(7) and working with the requestor to narrow the request has not been successful.
- Information redacted from a utility service because it is a personal email address, credit information, credit card numbers, telephone numbers, social security numbers, bank account information for individual customers or contains the name or any other identifier of the occupants of any residential structure. (51 O.S. § 24A.10 (D))
- Contact information in license applications, including addresses, phone numbers and IDs (51 O.S. § 24A.5)
- The requestor no longer wants the record because the information is available on the municipal website. Under 51 O.S. § 24A.5(6) Any public body which makes the requested records available on the Internet shall meet the obligation of providing prompt, reasonable access to its records.
- Municipal attorney has determined the information relates to an investigation or litigation or is privileged legal material. (51 O.S. § 24A. 12, 12 O.S. §§ 2502, 2510, and 3226(B)(3))
- Requested records do not exist or were destroyed under the record retention policy in accordance with statute.

Ex. Policy : <https://www.okc.gov/files/assets/city/v/1/auditor/documents/records-retention-manual-2.pdf>

Other reason: \_\_\_\_\_

(Note: Before checking a box consult with your municipal attorney to make sure the exemption applies)

Signature of Record Custodian \_\_\_\_\_



The public is entitled by Oklahoma law to inspect and/or receive copies of certain City records. To make a request you may:

1. Make the request in person, Monday through Friday during normal business hours and complete the request for records form. The forms are available at the following authorized distribution points:
  - a. City Manager's Office
  - b. City Clerk's Office
  - c. Police Station
  - d. Fire Station
2. Submit a request for records form via email to:
3. Pay any of the following fees that may be applicable, at the time of delivery of the records:

Copies (B & W, 8 ½ x 14 or smaller).....	\$0.25/page
Color (8 ½ x 14 or smaller).....	\$0.50/page
Digital.....	\$0.25/page
Certified.....	\$1.00/page
Large prints (24 x 36 or smaller).....	\$5.00/page
Flash Drive .....	Actual Cost + \$5.00

**To Protect the City of Bethany's Information Technology Systems, the City of Bethany does not accept flash drives from requesters.**

Search and/or redaction fee by Staff.....\$40.00/hour

Search and Legal Review by Attorney for redactions.....\$150.00/hour

**A minimum search fee of \$55.00 will be charged for any request the City of Bethany deems to be commercial or is so large it would clearly cause excessive disruption to the City of Bethany's essential functions. In such circumstances, the City of Bethany must receive the minimum search fee prior to initiating the search. Prior to charging a legal review or staff redaction fee, the City of Bethany will advise requester with an estimate of time and total fee. All hourly rates are charged at ¼ of an hour.**

We are not required to provide a copy of a document which we cannot reproduce using our equipment. No document can be removed from the building where it is stored.

**Agenda: 11/18/2025**

**Item: 16**

**BPWA, BHT, BDA Item: 2**

**BETHANY CITY COUNCIL  
BETHANY PUBLIC WORKS AUTHORITY  
BETHANY HOSPITAL TRUST  
BETHANY DEVELOPMENT AUTHORITY**

**From:** Elizabeth A. Gray, City Manager  
**Date:** November 19, 2025  
**Subject:** Approval of 2026 Calendar Year-Notice to City Clerk Regarding Schedule of Regular Meetings of the City Council, Bethany Public Works Authority, Bethany Hospital Trust, Bethany Development Authority, Planning & Zoning Commission, and Bethany Economic Development Authority

**BACKGROUND**

Oklahoma State law requires the City Clerk be provided written notice before December 15th of each calendar year of the schedule showing the date, time, and place of the regularly scheduled meetings for the following year.

Currently, the City Council, Bethany Public Works Authority, Bethany Hospital Trust, and Bethany Development Authority Regular meetings begin at 6:30 p.m. Mayor Sandoval is proposing the meetings begin at 7:00 p.m. for 2026.

**RECOMMENDATION**

1. As develops during the meeting.



**ADDITIONAL COMMENTS**

Proposed 2026 Calendar Year Schedule of Regular Meetings is Attached

## 2026 CALENDAR YEAR

### SCHEDULE OF REGULAR MEETINGS OKLAHOMA OPEN MEETING LAW REQUIREMENTS

MEETING	DATE	TIME	LOCATION
City Council*	1 <sup>st</sup> and 3 <sup>rd</sup> Tuesday of each month	7:00 P.M.	City Hall 6700 NW 36 <sup>th</sup> Street
Bethany Public Works Authority*	1 <sup>st</sup> and 3 <sup>rd</sup> Tuesday of each month	7:00 P.M.	City Hall 6700 NW 36 <sup>th</sup> Street
Bethany Hospital Trust*	1 <sup>st</sup> and 3 <sup>rd</sup> Tuesday of each month	7:00 P.M.	City Hall 6700 NW 36 <sup>th</sup> Street
Bethany Development Authority*	1 <sup>st</sup> and 3 <sup>rd</sup> Tuesday of each month	7:00 P.M.	City Hall 6700 NW 36 <sup>th</sup> Street
Board of Adjustment	2 <sup>nd</sup> Thursday of each month	6:15 P.M.	City Hall 6700 NW 36 <sup>th</sup> Street
Planning & Zoning Commission	1 <sup>st</sup> and 3 <sup>rd</sup> Thursday of each month	6:30 P.M.	City Hall 6700 NW 36 <sup>th</sup> Street
Bethany Economic Development Authority	2 <sup>nd</sup> and 4 <sup>th</sup> Thursday of each month	12:00 P.M.	City Hall 6700 NW 36 <sup>th</sup> Street

\* Section 30.01 (A) (2) When the day fixed for any regular meeting of the City Council falls on a day designated by law as a legal or national holiday, or a day wherein a majority of the members of the City Council shall be absent from the city, the Council, not less than ten days prior to the date for implementation of any change, may, by motion, change the date, time or place of a regularly scheduled meeting of the City Council, provided written notice thereof is contemporaneously given the City Clerk.

Filed by: \_\_\_\_\_ Title: \_\_\_\_\_

Address: 6700 NW 36<sup>th</sup> Street / PO Box 219, Bethany Oklahoma 73008-0219

Filed in the office of the Municipal Clerk at \_\_\_\_\_ P.M. on \_\_\_\_\_, 2025.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

**BETHANY CITY COUNCIL**

From: Elizabeth Gray, City Manager  
Date: November 20, 2025  
Subject: Award of Bid for the Fire Department Training Tower Structure and Concrete Pad

BACKGROUND

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

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

On October 7, 2025, city council approved permission to advertise for bids. One bid was received and opened on November 17, 2025 and was reviewed by Fire personnel and city staff.

Based on the bid results, award of the contract is recommended for the following lowest responsive and responsible bidder: American Fire Training Systems, Inc. in the amount of \$475,000.00.

RECOMMENDATION

1. Approval of bid award for the Fire Department Training Tower and Concrete Pad to American Fire Training Systems, Inc. in the amount of \$475,000.00.



ADDITIONAL COMMENTS

Bid packet attached. City funding from Capital Improvement Program.

BIDDER'S PROPOSAL FORM

CITY OF BETHANY, OKLAHOMA

FIREFIGHTER TRAINING

FACILITY

Company: A.F.T.S.

Address: 15200 NEW AVE

LOCKPORT, IL 60441

Daytime Phone: 630-878-5493

Total Cost of Installation: \$ 475,000<sup>00</sup>

Less Prompt Payment Discount \$ \_\_\_\_\_  
(If Applicable)

Net Total Project Cost \$ 475,000<sup>00</sup>

Prompt Payment Discount Terms \_\_\_\_\_

Length of Guarantee for:

Materials 6 mo

Workmanship 12 mo

Total number of days to complete job from day contract is

approved by Bethany City Council. 12 mo

Signed by Kevin A. Fisher Jr.

Title GM

Date 10-16-25

PLACE THIS FORM AS THE FIRST PAGE OF YOUR BID PROPOSAL.

THE CITY OF BETHANY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

## BIDDER'S DECLARATION

Bidder understands, agrees and warrants:

1. That bidder has carefully read and fully understands the full scope of the specifications.
2. That bidder has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.
3. That the materials and/or services proposed by this bid meet the specifications.
4. That this bid may be withdrawn by requesting withdrawal in writing at any time prior to 11:00 P.M. local time, 11 / 17 / 2025, but may not be withdrawn after such time and date.
5. That the City of Bethany reserves the right to reject any or all bids and to accept that bid which will, in its opinion, best serve the public interest. The City reserves the right to waive any technicalities and formalities in the bidding.
6. That by submission of this bid the bidder acknowledges that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by bidder.
7. That a cashier's check, certified check or bid bond in the sum of 5% of the bid amount, payable to the City of Bethany, must be submitted with the bid and is attached hereto.
8. That said sum will be held by the City of Bethany as a guarantee securing the obligations bidder agrees to assume in the bid and will be returned to the unsuccessful bidders within ten (10) days after the agreement has been executed with the successful bidder, or after all bids have been rejected. In the event this bid is accepted by the City of Bethany and bidder fails to meet the terms hereof, said sum shall be forfeited by bidder and retained by the City of Bethany as liquidated damages.

Bidder: KERRY A FIERKE, JR.  
Signed by Kerry A Fierke Jr.  
Title GM

(Affix seal if applicable)

(If a partnership, a general partner must sign; if a corporation, an authorized corporate officer must sign, and the corporate seal must be affixed to this declaration.)

**PLACE THIS FORM AS THE SECOND PAGE OF YOUR BID PROPOSAL.**

**BIDDER'S NON-COLLUSION AFFIDAVIT**

STATE OF ( Illinois )  
COUNTY OF ( Kendall ) SS

(1) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Of lawful age, being first duly sworn, on oath says, that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that as a bidder, he has not been a party to any collusion among bidders in restraint of competition by agreement to bid at a fixed price or to refrain from bidding; or with any official of the City of Bethany or any of their employees as to quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between bidders and any official of the City of Bethany or any of their employees concerning exchange of money or other things of value for special consideration in submitting a bid.

Kerry A Finch Jr. GM  
Signature and Title

Subscribed and Sworn to before me this 15 day of October 2025.

[Signature]  
Notary Public

My commission expires: 5/9/26



(1) Owner, Partner or Officer of the Firm of Company Name and Address.

**PLACE THIS FORM AS THE THIRD PAGE OF YOUR BID PROPOSAL.**

## SPECIFICATIONS AND SCOPE OF WORK

- The training facility shall be a multi-story structure that is designed in a way that replicates structures found in our response area and meet the requirements for ISO credit and be built in full compliance with the 2018 IBC and other applicable standards
- The training facility shall be fabricated from single trip International Organization for Standardization (ISO) containers.
- Vendor should include a graphical representation of their training facility solution with their proposal which satisfies the specifications as noted below.
- Vendor shall provide layout drawings of training facility upon project award to coordinate location of all features/training props with customer.
- The training facility shall contain a warranty for, at minimum, a period of (1) one year for workmanship & materials from the date of completion.
- Anchored to the current concrete pad, the anchoring system should be one that ensures no movement, containers will be lashed using ISO wide flange twist locks.
- Price must include delivery and erection of building on site.
- A copy of engineer stamped plans shall be provided prior to beginning construction.
- Performance, Statutory, and Maintenance Bonds are required and are the sole responsibility of the contractor. Copies of certificates of these bonds must be provided to City before work commences.
- The facility should be built per current IBC and ISO standards.
- The facility should be at least Three enclosed levels tall and a minimum of three containers wide.
- At ground level three containers should be 40' long and one 20' long container placed perpendicular at one end.
- Level 2 should have three containers 40' long and one 20' container placed perpendicular at one end.
- Level 3 should have one 40' container and one 20' container.
- Ground level should have 1 exterior stair leading to level 2 with an apartment style landing, a minimum of three exterior doors and two exterior windows. The interior of the ground level should have a minimum of 2 swing type doors, and a stairway leading to the second level.
- The facility should have one burn room placed on the second level, with appropriate thermal insulation materials, and heat vents. Level two should contain an interior layout consistent with a multi-unit residential occupancy and shall contain at least 3 exterior doors from the landing and 5 windows, one of which should be a forcible entry training window. Level 2 should have a stairway leading to level 3.
- Level 3 should have one exterior door leading to the roof deck of level 2, 3 windows, a ladder leading to level 4, an exterior door leading to a balcony to be utilized for ground ladder drills.
- Level 4(roof) should contain a platform for exterior rappel, appropriate high and low bomb-proof anchor points, and a confined space hatch leading down through levels 3 and 2 to the ground floor.
- All levels should have a 42" high (minimum) railings with 4" plate lower edging (where appropriate).
- The building should have various built-in training props for forcible entry, wall breaching, horizontal windows, and moveable walls.
- The facility should contain a sprinkler prop and a standpipe with an exterior connection and a connection on each floor at the chosen location.



**Contract For Purchase of Materials, Equipment or Supplies  
After Competitive Bidding**

This Contract and Agreement made and entered into this 16<sup>TH</sup> day, of OCT, 2025, by and between the City of Bethany, Oklahoma, party of the first part, hereinafter termed "City", and \_\_\_\_\_ party of the second part, hereinafter termed "Contractor".

**WITNESSETH:**

**WHEREAS**, City has caused to be prepared in accordance with law certain specifications and other bidding documents for the materials, equipment or supplies hereinafter described, and has approved and adopted all of said bidding documents and has caused Solicitations for Bids to be given and advertised as required by law, and has received sealed proposals for the furnishing of all materials, equipment or supplies for:

**WHEREAS**, Contractor, in response to said Solicitation for Bids, has submitted to Bethany in the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and,

**WHEREAS**, City in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and determined and declared the above-named Contractor to be the lowest, responsible, and responsive bidder above described, and has duly awarded this contract to said Contractor for the purchase or furnishing of the following at the stated prices, to wit:

(State Total Fixed Price) 475,000<sup>00</sup>

**NOW THEREFORE**, for and in consideration of the mutual agreements and covenants herein contained, the parties to this contract have agreed, and hereby agree, as follows:

1. The Contractor shall, in a good and first-class, workmanlike manner, at his own cost and expense, furnish the described materials, equipment or supplies required to perform and complete said contract in strict accordance with this Contract, the bid specifications and bid submitted to Bethany, all of which documents are on file in the office of the City

**AFFIDAVIT OF NON-BOYCOTTING OF ENERGY COMPANIES**

Reference: 74 Oklahoma Statutes Section 12005

STATE OF Illinois )  
COUNTY OF Yardall ) ss:

I, KERRY A FIERKE, JR., (print name) as the agent of A.F.T. So. (print company or business name) located at 15700 NEW AVE LOCKPORT, ILL. 60441 (address) do hereby swear and affirm that the described company does not boycott energy companies, and will not boycott energy companies during the term of the contract.

KERRY A FIERKE, JR. (print affiant's full name), being first duly sworn on oath according to law, deposes and says that he/she has read the foregoing AFFIDAVIT OF NON-BOYCOTTING OF ENERGY COMPANIES by his/her subscribed and that the matters stated herein are true to the best of his/her information, knowledge and belief.

Kerry A Fierke Jr.  
Affiant's Signature

KERRY A FIERKE, JR.  
Affiant's Printed Name and Title

SUBSCRIBED AND SWORN to before me this 16 day of October, 2025.

Mae J  
Notary Public

My commission expires: 5/9/26



NOTE: For purposes of this affidavit the boycott of energy companies means:

Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

- a. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil-fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or
- b. does business with a company described by subparagraph a of this paragraph;

**CITY OF BETHANY, OKLAHOMA  
NONCOLLUSION AFFIDAVIT**

STATE OF Illinois )  
COUNTY OF Kendall ) SS

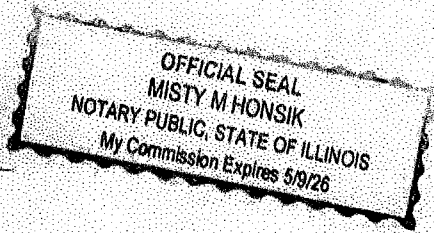
The undersigned (architect, contractor, supplier, or engineer), of lawful age, being first duly sworn, on oath says that this invoice or claim is true and correct. Affiant further states that the (work, services, or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders, or requests furnished the Affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer, or employee of the State of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is required.

A.F.T.S.  
Firm Name (Contractor, Supplier or Engineer)  
Ken A Frank Jr. MG  
Signature and Title

Subscribed and Sworn to before me this 16 day of October 2025.

[Signature]  
Notary Public (or Clerk or Judge)

My commission expires: 5/9/26



Note: This affidavit must accompany every invoice or claim for payment over \$25,000.

CITY OF BETHANY, OKLAHOMA  
ATTACHMENT A  
CONTRACTOR'S AFFIDAVIT

STATE OF Illinois )  
COUNTY OF Kendall ) SS

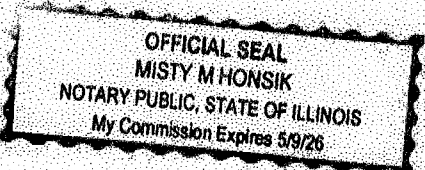
I, KERRY A FIERKE JR of lawful age, being first duly sworn, on oath say that (s)he is the agent authorized by the Contractor to submit the attached contract to the City of Bethany. Affiant further states that Contractor has not paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the city of Bethany any money or other thing of value, either directly or indirectly, in the procuring of this contract.

A. F. T. S.  
Firm Name (Contractor)  
Kerry A Fierke Jr. GM  
Signature and Title

Subscribed and Sworn to before me this 16 day of October 2025.

[Signature]  
Notary Public (or Clerk or Judge)

My commission expires: 5/9/26



Note: This affidavit must accompany signed contract.

**BID BOND**  
The American Institute of Architects,  
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we American Fire Training Systems Inc

as Principal hereinafter called the Principal, and Old Republic Surety Company  
a corporation duly organized under the laws of the state of Illinois as Surety, hereinafter called the Surety,  
are held and firmly bound unto The City of Bethany, OK. PO Box 219 6700 NW 36th, Bethany, OK 73008.

as Obligee, hereinafter called the Obligee, in the sum of 5% of the enclosed bid amount

Dollars (\$ 5% ), for the payment of which sum well and truly to be made, the said Principal and the  
said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly  
by these presents.

WHEREAS, the Principal has submitted a bid for Manufacture and Delivery of Fire Department Training Tower.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract  
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the  
bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for  
the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the  
Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference  
not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the  
Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation  
shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 15th day of October, 2025

Jeremy Lake  
Witness

American Fire Training Systems Inc  
Principal (Seal)  
By: Kerry A Fierke GM  
Kerry A Fierke Name/Title

Paul Hill  
Witness

Old Republic Surety Company  
Surety (Seal)  
By: Stephen J. Fazio  
Stephen J. Fazio Attorney-in-Fact

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

MICHAEL J. FAZIO, STEPHEN J. FAZIO, PAUL J. FAZIO, STEVEN E. POZZI, OF JOLIET, IL

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

### ALL WRITTEN INSTRUMENTS

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

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

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

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

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

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 19TH day of MAY, 2021.

*Karen J. Haffner*

Assistant Secretary



OLD REPUBLIC SURETY COMPANY

*Alan Pavlic*

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 19TH day of MAY, 2021, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



*Kathryn R. Pearson*

Notary Public

My commission expires: 9/28/2022

### CERTIFICATE

(Expiration of notary commission does not invalidate this instrument)

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

40-0915



Signed and sealed at the City of Brookfield, WI this 15th day of October 2025

*Karen J. Haffner*

Assistant Secretary

A. FAZIO, INC.



American Fire Training Systems, Inc.

12315 New Ave.

Lemont, Illinois 60439

Phone:(630)257-0112 Fax:(630)257-8844 JR Cell:(630)878-5493

Invoice No. **RFB**

<b>Customer</b>	
Name	Bethany OK FD
Address	
City	IL
Phone	Brian Murray

<b>Misc</b>	
Date	11/12/2025
Order No.	
Rep	JR
FOB	Lockport IL

Qty		Unit Price	TOTAL
1	Base cost of 3 story 4 level live fire training tower per AFTS # J-0056 Delivery of materials to site 90 ton crane man lift Travel hours for 4 AFTS crewmen Misc consumable on site Fuel for service vehicle to and back from site, welders and compressors Flashing materials on site  Set up hours on site  Engineered drawing's stamped by OK  At the time of delivery if fuel cost rise from the date of quote price will change 1 year warranty on burn room 2 year on structure against MFG defects Train the trainer class for up to 12 persons 1 day 365 day lead time 1/2 down deposit 1/4 due when AFTS is 75% with fabrication Net due after final walk thru with dept official No site work included but AFTS will have recommended foundation plan No performance bond if needed add 3% to total on total cost of project If prevailing wages is required add 25% to set up hours cost (+\$7,437.50)  Price good for 90 days	\$475,000.00	\$ 475,000.00

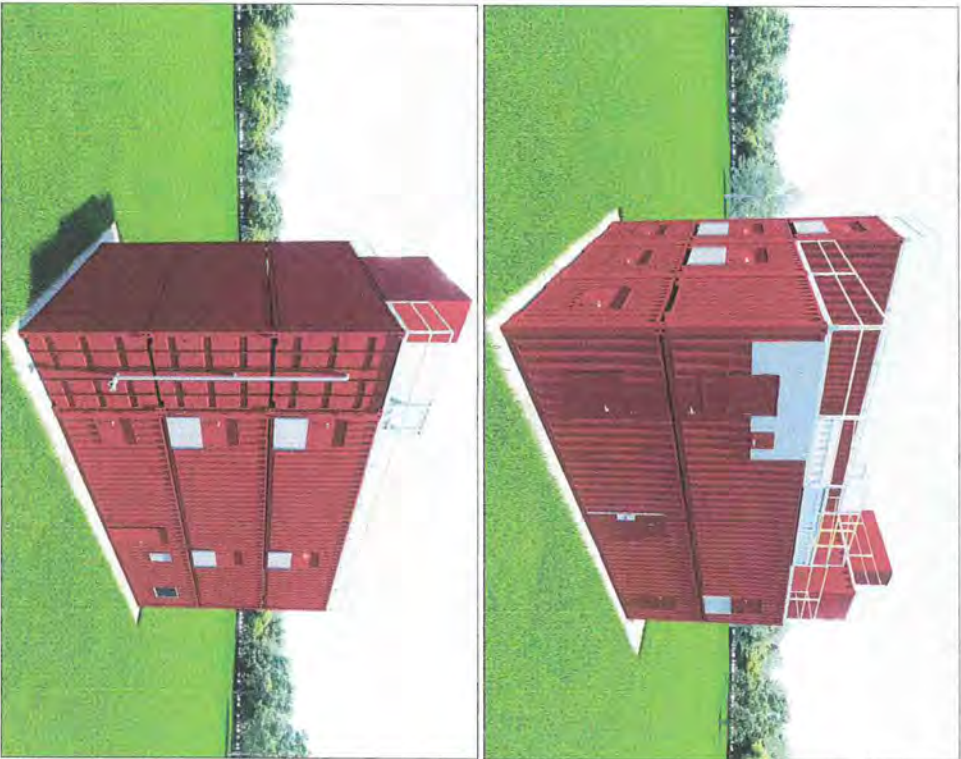
SubTotal	\$ 475,000.00
Shipping	
TOTAL	\$ 475,000.00

<b>Payment</b>	Select One...
Comments	
Name	
CC #	
Expires	

Tax Rate(s)	
TOTAL	\$ 475,000.00

Office Use Only
-----------------

# PROPOSAL FOR FIRE TRAINING PROP BETHANY F.D. - BETHANY, OK.



CONCEPTUAL VIEWS

### UNIT SPECIFICATIONS

- 7 - 40' CONTAINERS
- 3 - 20' CONTAINERS
- 3 - 40' DECKING W/ RAILINGS
- 1 - 20' DECKING W/ RAILINGS
- 5 - INT. STAIRCASE
- 1 - BULK HEAD ACCESS
- 1 - 48"X80" WALK-THROUGH
- 5 - 36"X80" DOOR
- 1 - FORCED ENTRY DOOR
- 12 - 36"X36" WINDOW
- 8 - D-RINGS
- 1 - DENVER DRILL WINDOW PROP
- 1 - HORIZONTAL BREACH WINDOW
- 1 - VERTICAL BREACH WINDOW
- 1 - REGAR WINDOW
- 4 - CORNERED SPACE MATCH (GROUND FLOOR TO ROOF)
- 1 - DOUBLE BREACH WALL
- 3 - 40' RECONFIGURABLE WALL MAZE
- 2 - 20' RECONFIGURABLE WALL MAZE
- 1 - 12'X8' PITCHED ROOF PROP
  - 1 - 8'X4 CHOP OUT
- 1 - HIGHLOW RAFFEL TOWER
- 1 - 31VL STANDPIPE
- 1 - 12'X8' BURN ROOM
- 1 - 4' BURN APRON
- 1 - BURN DOOR
- 1 - BURN WINDOW
- 1 - FLUSH-OUT HATCH
- 1 - MECH VENT
- 1 - HIGHLOW RTD SYSTEM
- 23 - FLOOR DRAINS

TRAINING AREA = 3,200 SQ.FT.

THIS DRAWING AND ANY INFORMATION OR DESCRIBIVE MATTER SET OUT HEREON, ARE THE PROPERTY OF AMERICAN FIRE TRAINING SYSTEMS AND MUST BE HELD IN THE STRICTEST CONFIDENCE BY THE RECIPIENT AND MUST NOT BE COPIED, LOANED OR REPRODUCED IN ANY MANNER WITHOUT WRITTEN CONSENT FROM AMERICAN FIRE TRAINING SYSTEMS.



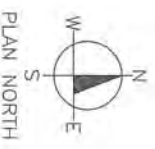
AMERICAN FIRE TRAINING SYSTEMS, INC.  
12315 SOUTH NEW AVE., POB #39  
LEMONT, ILLINOIS 60439  
(630) 257-0112

PROPOSAL FOR FIRE TRAINING PROP  
BETHANY F.D. - BETHANY, OK.

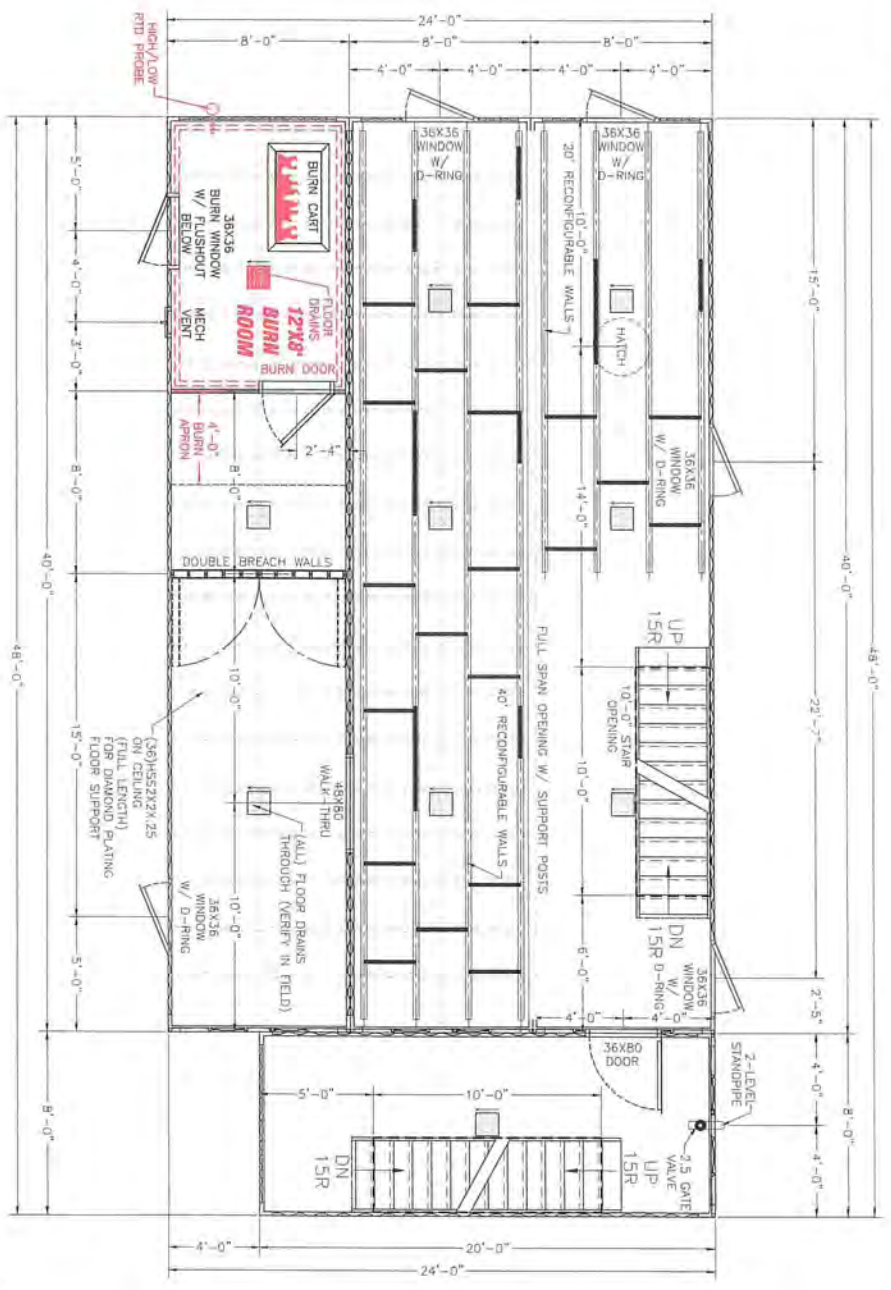
DRAWN BY: J.T.B.  
REV: 1  
DATE: 11-07-25  
SCALE: -  
PROJECT #: J0056  
DWG. #: **A00**



ALL FLOORS TO BE SCORPION LINED TO PREVENT WARPING  
 ALL WINDOWS TO BE 3/4" ABOVE FLOOR LEVEL  
 ALL STAIR DIMENSIONS TO BE TO STAIR OPENING ONLY



PLAN NORTH



SECOND FLOOR LEVEL

THIS DRAWING AND ANY INFORMATION OR DESCRIPTIVE MATTER SET OUT HEREON, ARE THE CONFIDENTIAL AND COPYRIGHTED PROPERTY OF AMERICAN FIRE TRAINING SYSTEMS AND MUST BE HELD IN THE STRICTEST CONFIDENCE BY THE RECIPIENT AND MUST NOT BE COPIED, LOANED OR REPRODUCED IN ANY MANNER WITHOUT PROPER WRITTEN CONSENT FROM "AMERICAN FIRE TRAINING SYSTEMS"

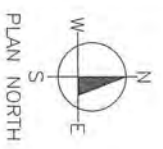
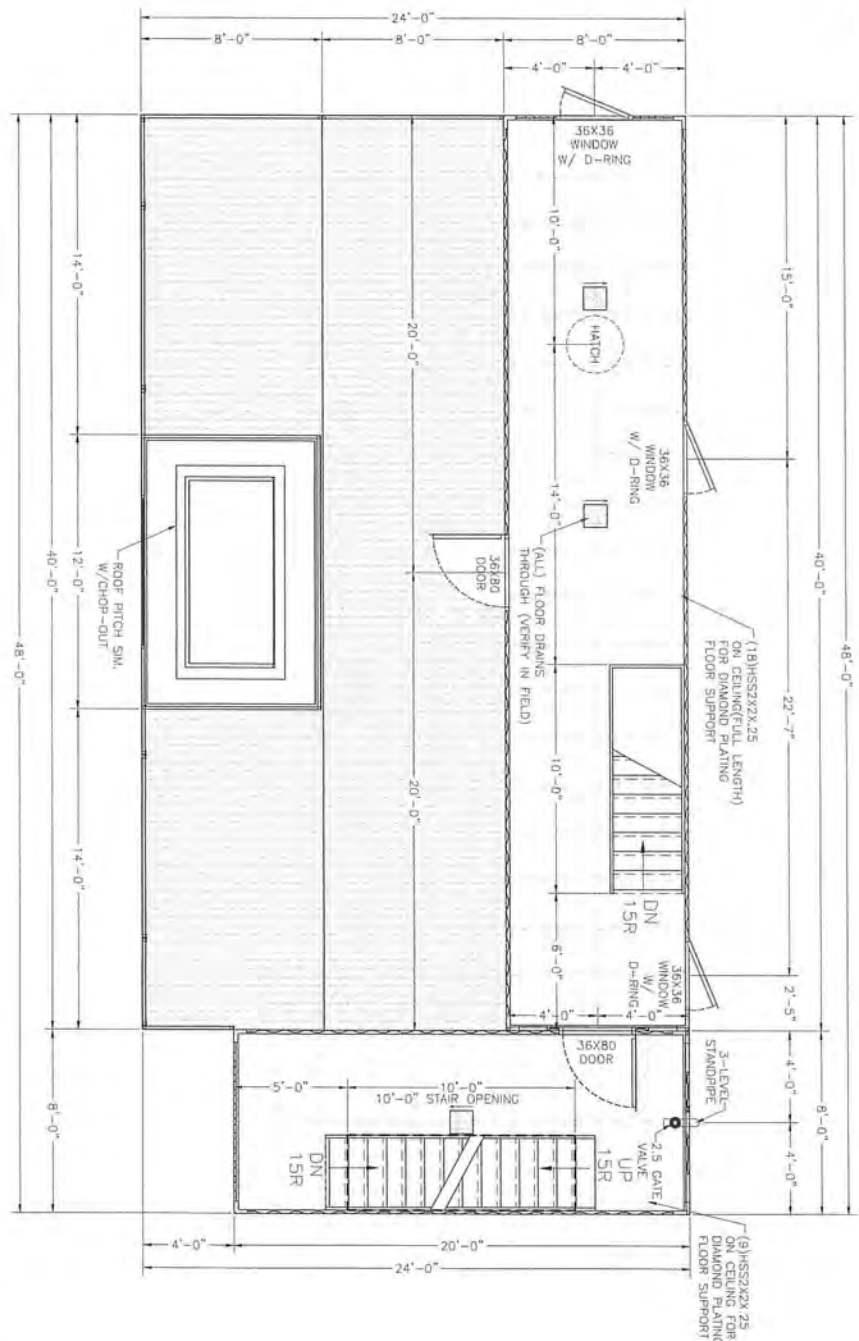
DRAWN BY: ATB
REV: 1
DATE: 11-07-23
SCALE: 3/16"=1'-0"
PROJECT #: J0056
DWG. #:
<b>A02</b>

PROPOSAL FOR FIRE TRAINING PROP  
 BETHANY F.D. - BETHANY, OK.



AMERICAN FIRE TRAINING SYSTEMS, INC.  
 12315 SOUTH NEW AVE., POB #39  
 LEMONT, ILLINOIS 60439  
 (630) 257-0112

ALL FLOORS TO BE SCORRION UNED TO PREVENT WARPING  
 ALL WINDOWS TO BE 3/4" ABOVE FLOOR LEVEL  
 ALL STAIR DIMENSIONS TO BE TO STAIR OPENING ONLY



THIRD FLOOR LEVEL

THIS DRAWING AND ANY INFORMATION OR DESCRIBING MATTER SET OUT HEREON, OR THE PROPERTY OF AMERICAN FIRE TRAINING SYSTEMS AND MUST BE HELD IN THE STRICTEST CONFIDENCE BY THE RECEPTOR AND NOT TO BE REPRODUCED, COPIED, DISCLOSED TO ANY THIRD PARTY, OR USED FOR ANY OTHER PURPOSE WITHOUT PRIOR WRITTEN CONSENT FROM AMERICAN FIRE TRAINING SYSTEMS.

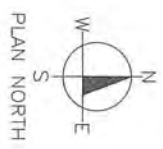
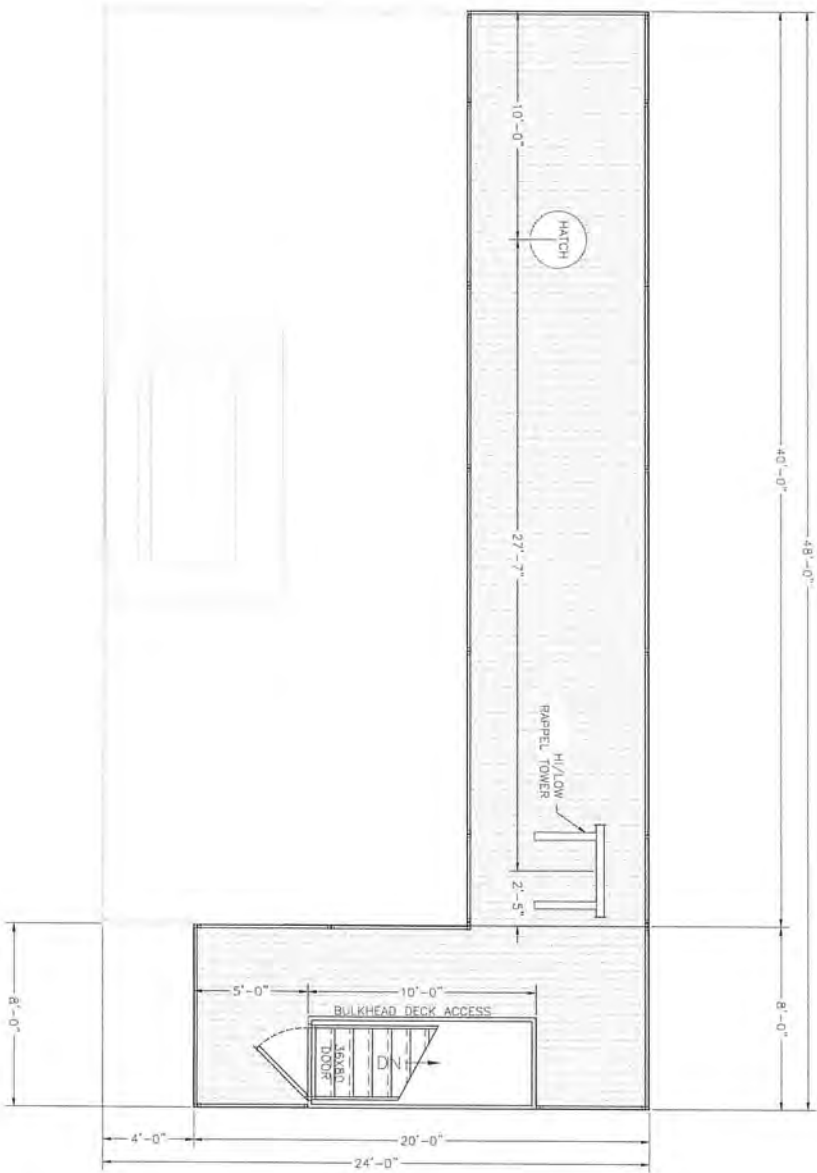
DRAWN BY: J.T.B.
REV: 1
DATE: 11-07-25
SCALE: 3/16"=1'-0"
PROJECT #: J0056
DWG. #:
<b>A03</b>

PROPOSAL FOR FIRE TRAINING PROP  
 BETHANY F.D. — BETHANY, OK.



AMERICAN FIRE TRAINING SYSTEMS, INC.  
 12315 SOUTH NEW AVE., POB #39  
 LEMONT, ILLINOIS 60439  
 (630) 257-0112

ALL FLOORS TO BE SCORPHION LINED TO PREVENT WARPING  
 ALL WINDOWS TO BE 3/8" ABOVE FLOOR LEVEL  
 ALL STAIR DIMENSIONS TO BE TO STAIR OPENING ONLY



FOURTH FLOOR LEVEL

THIS DRAWING AND ANY INFORMATION OR DESCRIPTION MATTER SET OUT HEREON, OR THE PROPERTY OF AMERICAN FIRE TRAINING SYSTEMS AND MUST BE HELD IN THE STRICTEST CONFIDENCE BY THE RECIPIENT AND NOT TO BE DISCLOSED TO ANY THIRD PARTY, OR USED FOR ANY OTHER PURPOSE WITHOUT PRIOR WRITTEN CONSENT FROM AMERICAN FIRE TRAINING SYSTEMS.

DRAWN BY: JTB  
 REV: 1  
 DATE: 11-07-25  
 SCALE: 3/16"=1'-0"  
 PROJECT #: J0036  
 DWG #: **A04**

PROPOSAL FOR FIRE TRAINING PROP  
 BETHANY F.D. - BETHANY, OK.



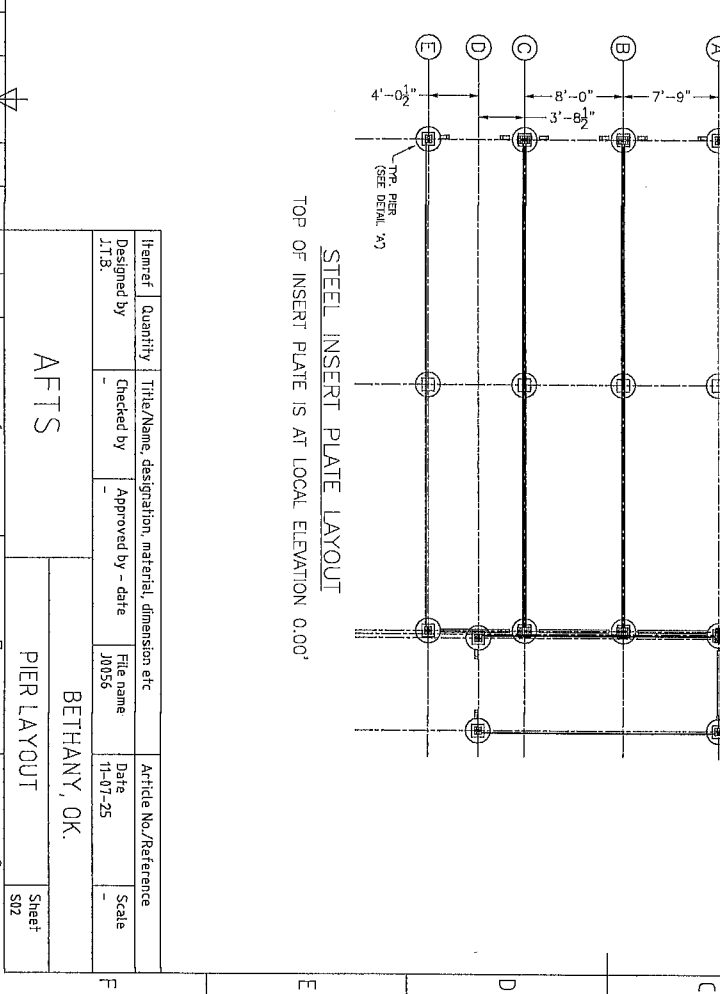
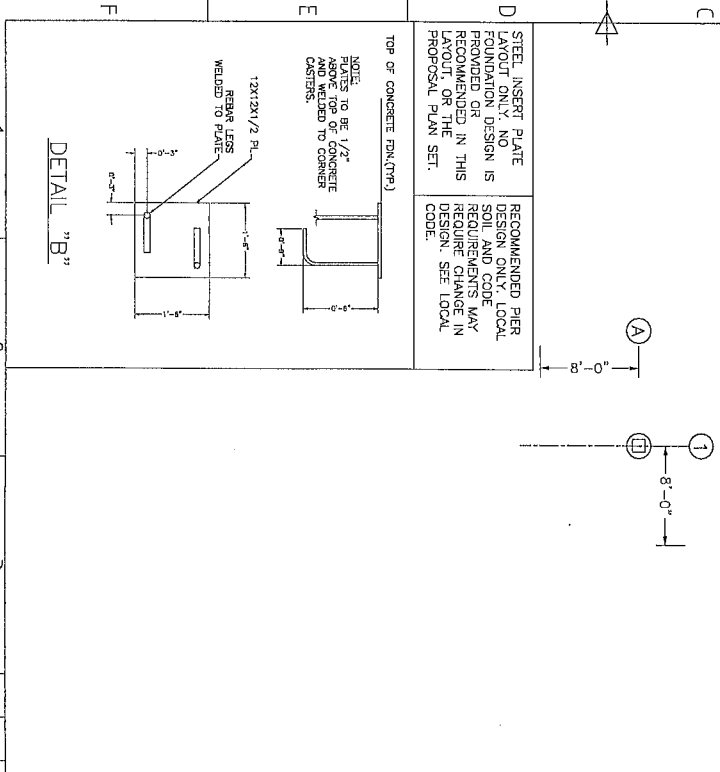
AMERICAN FIRE TRAINING SYSTEMS, INC.  
 12315 SOUTH NEW AVE., POB #39  
 LEMONT, ILLINOIS 60439  
 (630) 257-0112

FDN. MARK	DEAD LOAD	LIVE LOAD	WIND LOAD	SNOW LOAD	EARTHQUAKE
A7	0.00	5.999	0.00	0.00	1.34
A8	0.00	7.16	0.00	0.00	1.781
B1	0.00	6.28	0.00	0.00	1.31
B3	0.00	10.21	0.00	0.00	3.52
B5	0.00	12.28	0.00	0.00	4.42
B6	0.00	8.63	0.00	0.00	3.38
C3	0.00	13.33	0.00	0.00	4.21
D7	0.00	3.82	0.00	0.00	1.324
D8	0.00	8.99	0.00	0.00	3.17
E3	0.00	13.78	0.00	0.00	4.50
E4	0.00	12.57	0.00	0.00	4.29
E5	0.00	13.08	0.00	0.00	4.47
E6	0.00	5.95	0.00	0.00	1.98
E7	0.00	9.14	0.00	0.00	3.24
G3	0.00	8.50	0.00	0.00	3.00
G6	0.00	7.48	0.00	0.00	2.74
H2	0.00	4.48	0.00	0.00	1.58
H4	0.00	4.66	0.00	0.00	1.61
I2	0.00	0.82	0.00	0.00	0.28
I4	0.00	0.82	0.00	0.00	0.28

FDN. MARK	DEAD LOAD	LIVE LOAD	WIND LOAD	SNOW LOAD	EARTHQUAKE
A7	0.00	5.999	0.00	0.00	1.34
A8	0.00	7.16	0.00	0.00	1.781
B1	0.00	6.28	0.00	0.00	1.31
B3	0.00	10.21	0.00	0.00	3.52
B5	0.00	12.28	0.00	0.00	4.42
B6	0.00	8.63	0.00	0.00	3.38
C3	0.00	13.33	0.00	0.00	4.21
D7	0.00	3.82	0.00	0.00	1.324
D8	0.00	8.99	0.00	0.00	3.17
E3	0.00	13.78	0.00	0.00	4.50
E4	0.00	12.57	0.00	0.00	4.29
E5	0.00	13.08	0.00	0.00	4.47
E6	0.00	5.95	0.00	0.00	1.98
E7	0.00	9.14	0.00	0.00	3.24
G3	0.00	8.50	0.00	0.00	3.00
G6	0.00	7.48	0.00	0.00	2.74
H2	0.00	4.48	0.00	0.00	1.58
H4	0.00	4.66	0.00	0.00	1.61
I2	0.00	0.82	0.00	0.00	0.28
I4	0.00	0.82	0.00	0.00	0.28

FDN. MARK	DEAD LOAD	LIVE LOAD	WIND LOAD	SNOW LOAD	EARTHQUAKE
A7	0.00	5.999	0.00	0.00	1.34
A8	0.00	7.16	0.00	0.00	1.781
B1	0.00	6.28	0.00	0.00	1.31
B3	0.00	10.21	0.00	0.00	3.52
B5	0.00	12.28	0.00	0.00	4.42
B6	0.00	8.63	0.00	0.00	3.38
C3	0.00	13.33	0.00	0.00	4.21
D7	0.00	3.82	0.00	0.00	1.324
D8	0.00	8.99	0.00	0.00	3.17
E3	0.00	13.78	0.00	0.00	4.50
E4	0.00	12.57	0.00	0.00	4.29
E5	0.00	13.08	0.00	0.00	4.47
E6	0.00	5.95	0.00	0.00	1.98
E7	0.00	9.14	0.00	0.00	3.24
G3	0.00	8.50	0.00	0.00	3.00
G6	0.00	7.48	0.00	0.00	2.74
H2	0.00	4.48	0.00	0.00	1.58
H4	0.00	4.66	0.00	0.00	1.61
I2	0.00	0.82	0.00	0.00	0.28
I4	0.00	0.82	0.00	0.00	0.28

CLAYTON, MO. FIRE DEPARTMENT TRAINING FACILITY UNFACTORED FOUNDATION LOAD CASES



STEEL INSERT PLATE LAYOUT  
TOP OF INSERT PLATE IS AT LOCAL ELEVATION 0.00'

Item#	Quantity	Title/Name, designation, material, dimension etc	Article No./Reference
11.B	-	Checked by - date	11-07-25
11.B	-	Approved by - date	11-07-25
AFTS			BETHANY, OK.
PIER LAYOUT			SHEET 502

PIER LAYOUT

NOTICE: On Monday, November 17, 2025 or before 4:59 p.m., agenda was posted at City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: cityofbethany.org. The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

## **BETHANY PUBLIC WORKS AUTHORITY MEETING**

### **BETHANY CITY HALL**

**TUESDAY, NOVEMBER 18, 2025**

**6:30 P.M.**

<b>MEMBERS PRESENT:</b>	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
<b>MEMBERS ABSENT:</b>	None	
<b>OTHERS PRESENT:</b>	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	Steve Manek	TEIM Design Engineer
	(See Roster)	

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

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

- A. APPROVAL OF MINUTES FROM NOVEMBER 4, 2025, REGULAR MEETING.**
- B. APPROVAL OF CLAIMS: THESE CLAIMS HAVE BEEN FOUND TO BE IN ORDER BY STAFF AND PROPER AS TO FORM AND PROCEDURE AND ARE RECOMMENDED FOR PAYMENT. A COPY OF THE CLAIMS LIST IS INCLUDED IN THE AGENDA PACKET.**

**C. APPROVAL TO RATIFY THE 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 CHAIRMAN TO SIGN THE DOCUMENT OF BEHALF OF THE BETHANY PUBLIC WORKS AUTHORITY.**

A motion was made by Trustee Magirowsky, seconded by Trustee Ford 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 **DISCUSSION AND POSSIBLE ACTION TO APPROVE BREWER CONSTRUCTION OKLAHOMA, LLC INVOICE NO. 3 IN THE AMOUNT OF \$67,837.00 FOR CDBG WATERLINE REPLACEMENT PROJECT- NW 32ND STREET/N HOLLOWAY AND N MUELLER AVENUE. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Trustee Triana, seconded by Council Member Smart to approve Item No. 2 and Item No. 3. Yes votes: Triana, Falkner, Sandoval, Powell, Plank, Smart Magirowsky, Larsen, Ford. No votes: None. Motion approved.

**ITEM NO. 3** on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF CHANGE ORDER NO. 1 AND AMENDMENT NO. 1 TO THE CONSTRUCTION CONTRACT WITH BREWER CONSTRUCTION OKLAHOMA, LLC FOR ODOC COMMUNITY DEVELOPMENT BLOCK GRANT WATERLINE PROJECT IN THE AMOUNT OF \$40,896.00 AND AUTHORIZE THE MAYOR TO SIGN THE DOCUMENT ON BEHALF OF THE CITY OF BETHANY. (ELIZABETH GRAY, CITY MANAGER)**

This item was approved with Item No. 2.

**ITEM NO. 4** 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. 5** on the agenda was **ADJOURN UNTIL DECEMBER 2, 2025.**

Chairman Sandoval adjourned the Bethany Public Works Authority meeting at 7:20 P.M. until December 2, 2025.

---

CHAIRMAN

---

SECRETARY

## BETHANY PUBLIC WORKS AUTHORITY

**From:** Michael Vaughn, Finance Director  
**Date:** November 20, 2025  
**Subject:** Claims list for the 12/02/2025 Bethany Public Works Authority Meeting

### BETHANY PUBLIC WORKS AUTHORITY

FUND	AMOUNT
Bethany Public Works Authority	\$ 129,075.04
<b>TOTAL</b>	<b>\$ 129,075.04</b>

### ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 157,301.10
Bethany Public Works Authority	\$ 129,075.04
Bethany Hospital Trust	\$ -
Bethany Development Authority	\$ -
<b>TOTAL</b>	<b>\$ 286,376.14</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	11/2025	122458	2,305.59
26-55376	10-1085	OKLAHOMA MUNICIPAL ASSURANCWORKERS COMP		11/2025	20251117	104.74
DEPARTMENT TOTAL:						2,410.33
DEPARTMENT: 08.1 PUBLIC WORKS - ADMIN						
26-55354	10-005350	FORCE PERSONNEL	TEMP ADMIN HELP	11/2025	85357	1,133.00
26-54704	10-006257	BH SECURITY, LLC	SECURITY CAMERAS FOR PW	11/2025	259069904	54.99
26-55376	10-1085	OKLAHOMA MUNICIPAL ASSURANCWORKERS COMP		11/2025	20251117	52.37
26-55370	10-3042	ACCURATE ENVIRONMENTAL	VOC & BAC T	11/2025	HJ30016	1,632.00
DEPARTMENT TOTAL:						2,872.36
DEPARTMENT: 08.3 PUBLIC WORKS - SANIT						
26-55278	10-005321	AMAZON CAPITAL SERVICES,	INOFFICE CHAIRS AND TAPE	11/2025	4211418	98.31
26-55317	10-005350	FORCE PERSONNEL	TEMP HELP	11/2025	85356	3,530.04
26-54026	10-006081	CH&W COMMERCIAL TIRE, LLC	60 RECAPS & 30 CASINGS	11/2025	3-GS70136	3,381.56
26-55322	10-0202	WASTE CONNECTIONS, INC	BULK EVENT SEPT OCT 2025	11/2025	366274V013	61,730.50
26-55376	10-1085	OKLAHOMA MUNICIPAL ASSURANCWORKERS COMP		11/2025	20251117	10,473.43
26-55342	10-4010	HARD HAT SAFETY & GLOVE	GLOVES	11/2025	IN-0082997	459.00
DEPARTMENT TOTAL:						79,672.84
DEPARTMENT: 08.4 PUBLIC WORKS - MAINT						
26-55376	10-1085	OKLAHOMA MUNICIPAL ASSURANCWORKERS COMP		11/2025	20251117	397.99
DEPARTMENT TOTAL:						397.99
DEPARTMENT: 12.0 UTILITY - WATER PLANT						
26-55256	10-005321	AMAZON CAPITAL SERVICES,	INBRUSHES COTTON SWABS	11/2025	8878616	22.96
26-55278	10-005321	AMAZON CAPITAL SERVICES,	INOFFICE CHAIRS AND TAPE	11/2025	4211418	12.82
26-54243	10-005900	TEIM DESIGN GROUP, PLLC	GAC FILTER	11/2025	13586	1,771.50
26-54775	10-006268	SUPERIOR AIR PRODUCTS LLC	FOUR FILTERS LIME SILO	11/2025	347570	752.68
26-55312	10-0091	BRENNTAG SOUTHWEST INC	BLEACH WATER TREATMENT	11/2025	BSW662017	8,784.45
26-55352	10-0225	GENUINE PARTS	BELTS LIME PUMP	11/2025	102699	56.37
26-55231	10-0324	CENTRAL POWER EQUIP. INC	CHAINS AND BAR	11/2025	365574	169.00
26-55376	10-1085	OKLAHOMA MUNICIPAL ASSURANCWORKERS COMP		11/2025	20251117	5,498.55
26-55260	10-1622	WESTLAKE ACE HARDWARE	SUMP PUMP	11/2025	3505191	119.99
26-55350	10-1622	WESTLAKE ACE HARDWARE	PVC COUPLERS	11/2025	3505218	35.94
26-55367	10-1622	WESTLAKE ACE HARDWARE	CLEANING SUPPLIES	11/2025	3505220	57.16
26-55349	10-2660	ODEQ WATER QUALITY DIV	CHLORMINE TESTING	11/2025	2411030080020	456.00
26-55368	10-3042	ACCURATE ENVIRONMENTAL	TOTAL AND FREE CHLORINE	11/2025	SU39716	1,464.90
26-55288	10-3434	W & W ELECTRIC MOTOR SVC	RECOVERY POND PUMP	11/2025	3635	1,195.00
26-55311	10-3919	MISSISSIPPI LIME	25 TONS OF LIME	11/2025	CD148941	10,455.93
DEPARTMENT TOTAL:						30,853.25

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT	
DEPARTMENT: 12.1		UTILITY - WATER LINE					
26-55278	10-005321	AMAZON CAPITAL SERVICES,	INOFFICE CHAIRS AND TAPE	11/2025	4211418	12.82	
26-55371	10-006228	NATIONAL TANK & EQUIPMENT	LHOSE'S	11/2025	442787-0002	102.50	
26-54704	10-006257	BH SECURITY, LLC	SECURITY CAMERAS FOR PW	11/2025	259069904	91.47	
26-55376	10-1085	OKLAHOMA MUNICIPAL ASSURANC	WORKERS COMP	11/2025	20251117	2,063.26	
26-55053	10-1288	ROSE STATE COLLEGE	ODEQ CERTICATION	11/2025	1011867	456.00	
26-55049	10-1880	OKIE ONE-CALL SYSTEM, INC.	LINE LOCATE	11/2025	2025M0267	3,135.96	
26-55233	10-2557	CORE & MAIN LP	(2) 1 INCH METERS	11/2025	CNV1000018037	900.00	
26-55366	10-2557	CORE & MAIN LP	FIRE HYDRAN REPAIR	11/2025	CNV1000018302	252.00	
DEPARTMENT TOTAL:						7,014.01	
DEPARTMENT: 12.2		UTILITY - SEWER					
26-55278	10-005321	AMAZON CAPITAL SERVICES,	INOFFICE CHAIRS AND TAPE	11/2025	4211418	12.82	
26-55289	10-006228	NATIONAL TANK & EQUIPMENT	LHOSES FOR 58TH ROCKWELL	11/2025	441249-0001	307.50	
26-55323	10-006228	NATIONAL TANK & EQUIPMENT	L6 INCH PUMP	11/2025	431939-0004	4,857.50	
26-54704	10-006257	BH SECURITY, LLC	SECURITY CAMERAS FOR PW	11/2025	259069904	91.46	
26-54321	10-1068	ONG	MONTHLY SVC	11/2025	20251117-	218.41	
26-55376	10-1085	OKLAHOMA MUNICIPAL ASSURANC	WORKERS COMP	11/2025	20251117	366.57	
DEPARTMENT TOTAL:						5,854.26	
FUND TOTAL:						129,075.04	
GRAND TOTAL:						286,376.14	

NOTICE: On Monday, November 17, 2025, at or before 4:59 p.m., agenda was posted at City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: cityofbethany.org. The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

## **BETHANY HOSPITAL TRUST MEETING**

### **BETHANY CITY HALL**

**TUESDAY, NOVEMBER 18, 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
	Steve Manek	TEIM Design Engineer
	(See Roster)	

Chairman Sandoval called the Bethany Hospital Trust meeting to order at 7:20 P.M.

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

- A. APPROVAL OF MINUTES FROM NOVEMBER 4, 2025, REGULAR MEETING.**
- B. APPROVAL OF CLAIMS: THESE CLAIMS HAVE BEEN FOUND TO BE IN ORDER BY STAFF AND PROPER AS TO FORM AND PROCEDURE AND ARE RECOMMENDED FOR PAYMENT. A COPY OF THE CLAIMS LIST IS INCLUDED IN THE AGENDA PACKET.**

A motion was made by Trustee Smart, seconded by Trustee Ford 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 **NEW BUSINESS (AS DEFINED BY THE OKLAHOMA OPEN MEETING ACT § 311 (A) (9) AS "MATTERS NOT KNOWN ABOUT OR WHICH COULD NOT HAVE REASONABLY BEEN FORESEEN PRIOR TO THE TIME OF POSTING THE AGENDA")**.

None

**ITEM NO. 3** on the agenda was **ADJOURN UNTIL DECEMBER 2, 2025**.

Chairman Sandoval adjourned the Bethany Hospital Trust meeting at 7:21 P.M. until December 2, 2025.

---

CHAIRMAN

---

SECRETARY

## BETHANY HOSPITAL TRUST

**From:** Michael Vaughn, Finance Director  
**Date:** November 20, 2025  
**Subject:** Claims list for the 12/02/2025 Bethany Hospital Trust Meeting

### BETHANY HOSPITAL TRUST

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

### ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 157,301.10
Bethany Public Works Authority	\$ 129,075.04
Bethany Hospital Trust	\$ -
Bethany Development Authority	\$ -
<b>TOTAL</b>	<b>\$ 286,376.14</b>

### RECOMMENDATION

1. Approve claims as presented.



NOTICE: On Monday, November 17, 2025, at or before 4:59 p.m., agenda was posted at 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, NOVEMBER 18, 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
	Steve Manek	TEIM Design Engineer
	(See Roster)	

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

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

**A. APPROVAL OF MINUTES FROM NOVEMBER 4, 2025, REGULAR MEETING.**

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

A motion was made by Trustee Smart, 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 DECEMBER 2, 2025**.

Chairman Sandoval adjourned the Bethany Development Authority meeting at 7:21 P.M. until December 2, 2025.

---

CHAIRMAN

---

SECRETARY

## BETHANY DEVELOPMENT AUTHORITY

**From:** Michael Vaughn, Finance Director  
**Date:** November 20, 2025  
**Subject:** Claims list for the 12/02/2025 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	\$ 157,301.10
Bethany Public Works Authority	\$ 129,075.04
Bethany Hospital Trust	\$ -
Bethany Development Authority	\$ -
<b>TOTAL</b>	<b>\$ 286,376.14</b>

### RECOMMENDATION

1. Approve claims as presented.

