
On Thursday, October 1, 2026, at or before 4:59 p.m., agenda was posted at the front doors of City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: cityofbethany.org. The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

AGENDA

BETHANY CITY COUNCIL

**TUESDAY, OCTOBER 6, 2026
6:30 P.M.**

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



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

1. Call to Order
2. Invocation and Flag Salute
3. Consent Docket:
 - A. Approval of Minutes from the September 15, 2026, 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 audit engagement letter with Arledge and Associates for FY2026.
 - D. Public Improvement-Routine Item: Acceptance of Sanitary Sewer Line Improvements at 4209 N Willow Avenue as a public improvement and place maintenance bond into effect.
4. **EXECUTIVE SESSION:** Discussion and possible action to enter into Executive Session to discuss the status of negotiations between the City of Bethany and FOP Lodge 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 2027 between the City of Bethany and FOP Lodge 161. *(Elizabeth Gray, City Manager)*
 - 6. Public Comment - Any person wishing to address the Council during Public Comment shall give their name, address, and city of residence to the City Clerk for the records PRIOR to the start of the meeting. *(Per Chapter 30 of the Bethany Code of Ordinances, there is a five-minute limit, and no action or discussion shall take place. All remarks shall be addressed to the Council as a body, and not to any member thereof.)*
 - 7. Consideration and possible adoption of Resolution No. 1740, a resolution of the City Council of the City of Bethany, Oklahoma, declaring the building located at 1800 N. Timber Ave., Bethany, Oklahoma to be a public nuisance pursuant to 11 O.S. § 22-112. *(Ray Jones, City Attorney) (Tabled from the July 7, 2026 regular city council meeting for 90 days.)*
 - 8. Consideration and possible approval of on-call services contract for Water and Wastewater Services to Brewer Construction Oklahoma, LLC for the bid amount of \$999,871.00 and authorize the mayor to sign the document of behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
 - 9. Consideration and possible approval of on-call services contract for Concrete Paving, Asphalt Paving and Drainage Repair Services to Rudy Construction Company for the bid amount of \$634,800.00 and authorize the mayor to sign the document of behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
 - 10. Consideration and possible approval of updated Employee Handbook. *(Ray Jones, City Attorney)*
 - 11. 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")*.
 - 12. City Attorney's Report.
 - 13. City Manager's Report.
 - 14. Mayor and Council Members Comments and Suggestions.
 - 15. Adjourn until October 20, 2026.

BETHANY PUBLIC WORKS AUTHORITY

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3. Consideration and possible approval of on-call services contract for Concrete Paving, Asphalt Paving and Drainage Repair Services to Rudy Construction Company for the bid amount of \$634,800.00 and authorize the mayor to sign the document of behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
4. New Business *(As defined by the Oklahoma Open Meeting Act § 311 (A) (9) as "matters not known about or which could not have reasonably been foreseen prior to the time of posting the agenda")*.
5. Adjourn until October 20, 2026.

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, the Council may refer the matter to the City Manager or the Municipal Counselor. The Council may also refer items to standing committees of the Council or to a board or commission for additional study. Under certain circumstances, items may be deferred to a specific later date or stricken from the agenda entirely.

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

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3. Adjourn until October 20, 2026.

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's 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 the City Hall Lobby.)

NOTICE: On Thursday, September 10, 2026, 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

TUESDAY, SEPTEMBER 15, 2026

6:30 P.M.

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

MEMBERS ABSENT: None

OTHERS PRESENT:	Ray Jones	Attorney
	Michael Vaughn	Finance Director
	Lesa LaMar	Deputy City Clerk
	(See Roster)	

ITEM NO. 1 on the agenda CALL TO ORDER.

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

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

The Invocation was given by Council Member Ford.

The Flag Salute was conducted by Council Member Ford.

ITEM NO. 3 on the agenda was CONSENT DOCKET:

- A. APPROVAL OF MINUTES FROM THE SEPTEMBER 1, 2026, REGULAR MEETING.**
- B. APPROVAL OF CLAIMS: THESE CLAIMS HAVE BEEN FOUND TO BE IN ORDER BY STAFF AND PROPER AS TO FORM AND PROCEDURE**

AND ARE RECOMMENDED FOR PAYMENT. A COPY OF THE CLAIMS LIST IS INCLUDED IN THE AGENDA PACKET.

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

ITEM NO. 4 on the agenda was **PRESENTATION OF MAYORAL PROCLAMATIONS DECLARING SEPTEMBER 15-OCTOBER 15, 2026, AS HISPANIC HERITAGE MONTH.**

Seven Hispanic business owners in Bethany were recognized and presented with a Proclamation declaring September 15 through October 15, 2026, as Hispanic Heritage Month. See Exhibit A.

ITEM NO. 5 on the agenda was **MAYOR'S AT-LARGE APPOINTMENT OF ANTHONY GARCIA TO THE PLANNING AND ZONING COMMISSION FOR A THREE-YEAR TERM; NO ACTION NECESSARY. (AMANDA SANDOVAL, MAYOR)**

Anthony Garcia is replacing Trent Reed on the Planning and Zoning Commission.

ITEM NO. 6 EXECUTIVE SESSION: DISCUSSION AND POSSIBLE ACTION TO ENTER INTO EXECUTIVE SESSION TO DISCUSS THE STATUS OF NEGOTIATIONS BETWEEN THE CITY OF BETHANY AND FOP LODGE NO. 161 AND IAFF LOCAL NO. 2085 AS AUTHORIZED BY 25 O.S. SECTION 307 (B) (2). (ELIZABETH GRAY, CITY MANAGER)

Item 6 was removed from the agenda.

ITEM NO. 7 on the agenda **CONSIDERATION AND POSSIBLE ACTION TO APPROVE A NEW COLLECTIVE BARGAINING AGREEMENT FOR FY 2027 BETWEEN THE CITY OF BETHANY AND IAFF LOCAL NO. 2085. (ELIZABETH GRAY, CITY MANAGER)**

Item 7 was removed from the agenda.

ITEM NO. 8 on the agenda was **PUBLIC COMMENT - ANY PERSON WISHING TO ADDRESS THE COUNCIL DURING PUBLICCOMMENT 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.)**

Violet Brown- 7704 NW 26th St., Bethany- Court complaint.

ITEM NO. 9 CONSIDERATION AND POSSIBLE ADOPTION OF RESOLUTION NO. 1747, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BETHANY, OKLAHOMA, ADOPTING A CAPITAL ASSET POLICY; ESTABLISHING A CAPITALIZATION THRESHOLD OF TEN THOUSAND DOLLARS (\$10,000.00) FOR FINANCIAL REPORTING PURPOSES; PROVIDING OR THE ACCOUNTING TREATMENT OF ASSETS BELOW SUCH THRESHOLD; PROVIDING FOR APPLICATION THROUGHOUT THE CITY'S FINANCIAL REPORTING ENTITY; SUPERSEDING PRIOR INCONSISTENT PRACTICE; AND PROVIDING AN EFFECTIVE DATE. (ELIZABETH GRAY, CITY MANAGER)

A motion was made by Council Member Larsen, seconded by Council Member Triana to approve Resolution No. 1747, a resolution of the City Council of the City of Bethany, Oklahoma, adopting a Capital Asset Policy; establishing a capitalization threshold of ten thousand dollars (\$10,000.00) for financial reporting purposes; providing or the accounting treatment of assets below such threshold; providing for application throughout the city's financial reporting entity; superseding prior inconsistent practice; and providing an effective date. Yes votes: Triana, Falkner, Larsen, Ford, Magirowsky, Smart, Plank, Sandoval, Powell. No votes: None. Motion approved.

ITEM NO. 10 on the agenda was CONSIDERATION AND POSSIBLE APPROVAL OF ORDINANCE NO. 2099, AN ORDINANCE AMENDING CHAPTER 38 TO THE CITY OF BETHANY, OKLAHOMA CODE OF ORDINANCES GOVERNING HOTEL/MOTEL TAX REMOVING DISCOUNT PROVIDED TO OPERATOR FOR REMITTING TAXES ON TIME; AND INCREASING THE PENALTY FOR UNPAID TAXES FROM 2% TO 3%. (RAY JONES, CITY ATTORNEY)

A. PRESENTATION BY STAFF AND/OR INTERESTED PARTY.

Attorney Ray Jones detailed the changes in the ordinance. He noted that staff recommends amending the ordinance to eliminate the 3% collection allowance and increase the delinquency penalty from 2% to 3%. These changes would strengthen incentives for timely compliance, improve revenue collection, and ensure that all operators remit the full 5.5% hotel/motel tax authorized by ordinance.

B. CONSIDERATION AND POSSIBLE ACTION TO APPROVE OF ORDINANCE NO. 2099, ON READING BY TITLE ONLY.

A motion was made by Council Member Magirowsky, seconded by Council Member Ford to approve Item 10 (B) and (C). Yes votes: Plank, Larsen, Powell, Sandoval, Smart, Falkner, Triana, Magirowsky, Ford. No votes: None. Motion approved.

C. MOTION TO APPROVE SECTIONS 1-5 OF ORDINANCE NO. 2099

Approved with Item 10 (B).

ITEM NO. 11 on the agenda was the **NEW BUSINESS (AS DEFINED BY THE OKLAHOMA OPEN MEETING ACT § 311 (A) (9) AS “MATTERS NOT KNOWN ABOUT OR WHICH COULD NOT HAVE REASONABLY BEEN FORESEEN PRIOR TO THE TIME OF POSTING THE AGENDA”)**.

None.

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

City Attorney Ray Jones briefed the council on his work over the past two weeks.

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 OCTOBER 6, 2026**.

Mayor Sandoval adjourned the Bethany City Council meeting at 7:00 P.M. until October 6, 2026.

CITYCLERK

MAYOR

City of Bethany

Proclamation

Office of the Mayor

WHEREAS, National Hispanic Heritage Month celebrates and recognizes the contributions Hispanic Americans have made to American society and culture; and

WHEREAS, the observation began in 1968 as Hispanic Heritage Week under President Lyndon Johnson and was expanded by President Ronald Reagan to cover a 31-day period and was enacted into law on August 17, 1988; and

WHEREAS, Americans observe National Hispanic Heritage Month to recognize the history, culture and contributions of American citizens whose ancestors came from Spain, Mexico, the Caribbean, and Central and South America; and

WHEREAS, this year's recognition theme, "Together, We Are More" pays tribute to community strength, shared values, and the collective impact of Hispanic and Latino Americans.

NOW, THEREFORE, I, Amanda Sandoval, Mayor of the City of Bethany, Oklahoma do hereby proclaim **September 15 through October 15, 2026**, as

"HISPANIC HERITAGE MONTH"

in the City of Bethany and call on all citizens to observe this month with appropriate ceremonies, activities, and programs.

BE IT FURTHER PROCLAIMED THAT the citizens of Bethany, Oklahoma recognize the achievements and contributions of Hispanic American champions in our own community who have inspired others to achieve success and contribute to the economy and future of the City of Bethany just like **ESTELA'S MEXICAN RESTAURANT**.

*Given under my hand and the Seal of the City of Bethany, Oklahoma
this 15th day of September, 2026.*


Mayor

Attest:

City Clerk



City of Bethany

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Office of the Mayor

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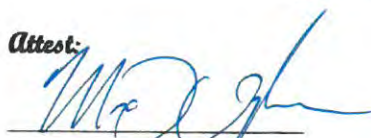
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*Given under my hand and the Seal of the City of Bethany, Oklahoma
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Mayor

Attest:


City Clerk



City of Bethany

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Mayor

Attest:


City Clerk



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Mayor

Attest:


City Clerk



City of Bethany

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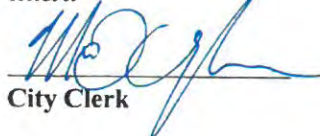
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*Given under my hand and the Seal of the City of Bethany, Oklahoma
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Mayor

Attest:


City Clerk



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*Given under my hand and the Seal of the City of Bethany, Oklahoma
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Mayor

Attest:


City Clerk



City of Bethany

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*Given under my hand and the Seal of the City of Bethany, Oklahoma
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Mayor

Attest:


City Clerk



City of Bethany

Proclamation

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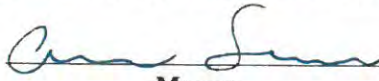
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*Given under my hand and the Seal of the City of Bethany, Oklahoma
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Mayor

Attest:


City Clerk



City of Bethany

Proclamation

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*Given under my hand and the Seal of the City of Bethany, Oklahoma
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Mayor

Attest:


City Clerk



City of Bethany

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*Given under my hand and the Seal of the City of Bethany, Oklahoma
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Mayor

Attest:


City Clerk



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in the City of Bethany and call on all citizens to observe this month with appropriate ceremonies, activities, and programs.

BE IT FURTHER PROCLAIMED THAT the citizens of Bethany, Oklahoma recognize the achievements and contributions of Hispanic American champions in our own community who have inspired others to achieve success and contribute to the economy and future of the City of Bethany just like **ESCOBAR REALTY**.

*Given under my hand and the Seal of the City of Bethany, Oklahoma
this 15th day of September, 20 26.*


Mayor

Attest:


City Clerk



BETHANY CITY COUNCIL

From: Michael Vaughn, Finance Director
Date: October 1, 2026
Subject: Claims list for the 10/06/2026 City Council Meeting

GENERAL OPERATIONS FUND

FUND	AMOUNT
General Operations Fund	\$ 130,618.48
Public Safety Fund	\$ 17,157.36
Capital Improvement Fund	\$ 11,680.00
2016 Library GO Bond	\$ 731.34
2022A GO Bond	\$ 1,847.50
TOTAL	\$ 162,034.68

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 162,034.68
Bethany Public Works Authority	\$ 203,331.28
Bethany Hospital Trust	\$ 1,000.00
Bethany Development Authority	\$ -
TOTAL	\$ 366,365.96

RECOMMENDATION

1. Approve claims as presented.



FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01.0		MANAGEMENT				
27-57639	10-005156	COX COMMUNICATIONS INC.	PHONE SERVICE	9/2026	20260901	725.26
27-57967	10-005296	THE OPEHW HEALTH PLAN	JULY 12.5 INCREASE	9/2026	27-57967	244.92
27-57968	10-005296	THE OPEHW HEALTH PLAN	AUGUST 12.5 %	9/2026	27-57968	244.92
27-58003	10-005296	THE OPEHW HEALTH PLAN	SEPTEMBER 12.5 INCREASE	9/2026	SEPTEMBER 2026	244.92
27-57753	10-005321	AMAZON CAPITAL SERVICES,	INBATTERY BACKUP	9/2026	2497052	134.99
27-57814	10-005321	AMAZON CAPITAL SERVICES,	INNAME TAG-FORD	9/2026	1041049	18.22
27-57950	10-005321	AMAZON CAPITAL SERVICES,	INKLEENEX	9/2026	8369037	15.29
27-57953	10-005321	AMAZON CAPITAL SERVICES,	IN2027 PLANNER	9/2026	4988230	19.81
27-57295	10-005373	CARD SERVICES/P1	AZURE AND BUSINESS	9/2026	G19879888	695.88
27-57276	10-005519	CRAWFORD & ASSOCIATES, P.C.	FINANCIAL /AUDIT PREP	9/2026	35739	8,792.32
27-57643	10-1068	ONG	MONTHLY SERVICE	9/2026	20261007--	94.59
27-57925	10-1085	OKLAHOMA MUNICIPAL ASSURAN	CLIAILITY 1ST QTR	9/2026	20261006	54.03
27-57891	10-1261	RED ROCK PETRO	4000UNLEAD&40000DIESEL	9/2026	1662297	24.90
27-57272	10-1530	THE TRIBUNE	ORDINANCE 2099	9/2026	20260925*	32.72
27-57927	10-2582	CMAO	FY27 MEMBERSHIP RENEWAL	9/2026	27307	800.00
27-57896	10-3131	AMERICAN LEGAL PUBLISHING	INTERNET RENEWAL	9/2026	53346	275.00
27-57429	10-3196	IMAGENET CONSULTING, LLC	COPIER UPSTAIRS/DOWNSTAIR	9/2026	INV1746931	102.62
DEPARTMENT TOTAL:						12,520.39
DEPARTMENT: 02.0		FINANCE				
27-57967	10-005296	THE OPEHW HEALTH PLAN	JULY 12.5 INCREASE	9/2026	27-57967	244.92
27-57968	10-005296	THE OPEHW HEALTH PLAN	AUGUST 12.5 %	9/2026	27-57968	244.92
27-58003	10-005296	THE OPEHW HEALTH PLAN	SEPTEMBER 12.5 INCREASE	9/2026	SEPTEMBER 2026	244.92
27-57958	10-005321	AMAZON CAPITAL SERVICES,	INOFFICE SUPPLIES/JOSH BOOT	9/2026	1590628	202.26
27-57925	10-1085	OKLAHOMA MUNICIPAL ASSURAN	CLIAILITY 1ST QTR	9/2026	20261006	22.51
27-57332	10-1749	RK BLACK INC.	SHARP PRINTER	9/2026	IN1377738	5.54
DEPARTMENT TOTAL:						965.07
DEPARTMENT: 03.0		COURT				
27-57639	10-005156	COX COMMUNICATIONS INC.	PHONE SERVICE	9/2026	20260901	470.23
27-57967	10-005296	THE OPEHW HEALTH PLAN	JULY 12.5 INCREASE	9/2026	27-57967	244.92
27-57968	10-005296	THE OPEHW HEALTH PLAN	AUGUST 12.5 %	9/2026	27-57968	244.92
27-58003	10-005296	THE OPEHW HEALTH PLAN	SEPTEMBER 12.5 INCREASE	9/2026	SEPTEMBER 2026	244.92
27-57464	10-1068	ONG	MONTHLY SVC	9/2026	20261002	62.00
27-57925	10-1085	OKLAHOMA MUNICIPAL ASSURAN	CLIAILITY 1ST QTR	9/2026	20261006	198.08
27-57891	10-1261	RED ROCK PETRO	4000UNLEAD&40000DIESEL	9/2026	1662297	147.95
27-57147	10-1749	RK BLACK INC.	SEPT COPIER	9/2026	IN1378028	64.94
DEPARTMENT TOTAL:						1,677.96

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 05.0 POLICE						
27-57845	10-004912	DIGI GROUP	ANNUAL CONTRACT	9/2026	IN39912	264.61
27-57485	10-005072	DEVILLE LAUNDRY	JAIL LAUNDRY	9/2026	20260901	143.75
27-57639	10-005156	COX COMMUNICATIONS INC.	PHONE SERVICE	9/2026	20260901	2,549.69
27-57487	10-005190	FBI-LEEDA	LEEDA TRAINING	9/2026	200154974	795.00
27-57893	10-005190	FBI-LEEDA	LEEDA TRAINING	9/2026	200154973	795.00
27-57967	10-005296	THE OPEHW HEALTH PLAN	JULY 12.5 INCREASE	9/2026	27-57967	3,102.32
27-57968	10-005296	THE OPEHW HEALTH PLAN	AUGUST 12.5 %	9/2026	27-57968	2,939.04
27-58003	10-005296	THE OPEHW HEALTH PLAN	SEPTEMBER 12.5 INCREASE	9/2026	SEPTEMBER 2026	3,020.68
27-57839	10-005321	AMAZON CAPITAL SERVICES,	INSWITCH BOX, DISPATCH	9/2026	9217846	50.00
27-57848	10-005321	AMAZON CAPITAL SERVICES,	INCHAIR MATS, TECH,RACK	9/2026	2923425	157.97
27-57852	10-005321	AMAZON CAPITAL SERVICES,	INCANOPIES, TABLE,ADAPTERS	9/2026	7699451	489.33
27-57887	10-005321	AMAZON CAPITAL SERVICES,	INExternal Hard Drives	9/2026	4457005	76.74
27-57653	10-005373	CARD SERVICES/PI	SAMS PURCHASE	9/2026	20260812	593.23
27-57934	10-005373	CARD SERVICES/PI	FBI LEEDA REFRESHMENTS	9/2026	20260921	394.52
27-57656	10-005772	MWI ANIMAL HEALTH	VACCINES	9/2026	69402249	381.28
27-57329	10-005850	ABC CLINIC	SPAY AND NEUTER	9/2026	0073	1,220.00
27-57256	10-006044	HOUSE OF MODS LLC	FLEET MAINTENANCE	9/2026	6304	790.95
27-57675	10-006343	PETHEALTH SERVICES (USA)	LLMCROCHIPS	9/2026	SIUN-15557529	2,750.00
27-57495	10-1063	OG&E	MONTHLY SERVICE	9/2026	20260915	23.41
27-57464	10-1068	ONG	MONTHLY SVC	9/2026	20261002	144.69
27-57925	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY 1ST QTR	9/2026	20261006	11,002.34
27-57891	10-1261	RED ROCK PETRO	4000UNLEAD&40000DIESEL	9/2026	1662297	9,187.59
27-57654	10-2123	HOME DEPOT CREDIT SVCS	MOP HEADS	9/2026	012502/2522282	75.88
27-57888	10-2123	HOME DEPOT CREDIT SVCS	LEAF BLOWER	9/2026	014816/9610349	279.00
27-57900	10-2369	STAN'S PLUMBING INC	SINK SHUT OFF VALVE	9/2026	29867	475.00
27-57338	10-3307	FAST STITCH	RODRIGUEZ/MEEK SHIRTS	9/2026	17926	273.36
27-57673	10-3874	ANIMAL CARE EQUIPMENT & SVCS	NARES, NETS, CARRIER	9/2026	143961	679.72
27-57330	10-4090	AT&T MOBILITY	ETHERNET JOINT PD/FD	9/2026	6118440211	1,613.87
27-57657	10-4090	AT&T MOBILITY	MONTHLY CHARGES	9/2026	09192026*	452.94
27-57769	10-4388	ISG TECHNOLOGY, LLC	COPILOT	9/2026	RR373397	31.50
DEPARTMENT TOTAL:						44,753.41
DEPARTMENT: 06.0 FIRE						
27-57639	10-005156	COX COMMUNICATIONS INC.	PHONE SERVICE	9/2026	20260901	1,319.41
27-57967	10-005296	THE OPEHW HEALTH PLAN	JULY 12.5 INCREASE	9/2026	27-57967	1,796.08
27-57968	10-005296	THE OPEHW HEALTH PLAN	AUGUST 12.5 %	9/2026	27-57968	1,796.08
27-58003	10-005296	THE OPEHW HEALTH PLAN	SEPTEMBER 12.5 INCREASE	9/2026	SEPTEMBER 2026	1,796.08
27-57700	10-006214	SKYLINE ELECTRIC, LLC	REPLACE LIGHT FIXTURES	9/2026	1578	375.00
27-57926	10-1	MATTHEW BISWELL	TRAINING REIMBURSEMENT	9/2026	109471	499.70
27-58005	10-1	GARRET GATHERS	GATHERS BOOT REIMB.	9/2026	5506157	139.56
27-58006	10-1	DYLLAN NICHOLS	DYLLAN NICHOLS FOOLS CONF	9/2026	20260928--	250.00
27-58007	10-1	BLAKE CALDWELL	CALDWELL FOOLS CONFERENCE	9/2026	20260928	250.00
27-57495	10-1063	OG&E	MONTHLY SERVICE	9/2026	20260915	211.24
27-57464	10-1068	ONG	MONTHLY SVC	9/2026	20261002	226.66
27-57925	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY 1ST QTR	9/2026	20261006	945.37
27-57891	10-1261	RED ROCK PETRO	4000UNLEAD&40000DIESEL	9/2026	1662297	2,559.30
27-57981	10-1501	T & W TIRE LLC	TWO REAR TIRES E-2	9/2026	1090198027	1,565.95

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 06.0		FIRE				
27-57986	10-1622	WESTLAKE ACE HARDWARE	BAR OIL AND BOLTS	9/2026	3505860	60.32
27-57330	10-4090	AT&T MOBILITY	ETHERNET JOINT PD/FD	9/2026	6118440211	1,613.87
27-57987	10-4090	AT&T MOBILITY	MOBILE DATA FOR IPADS	9/2026	09192026	87.08
DEPARTMENT TOTAL:						15,491.70
DEPARTMENT: 07.0		COMMUNITY DEV				
27-57967	10-005296	THE OPEHW HEALTH PLAN	JULY 12.5 INCREASE	9/2026	27-57967	326.56
27-57968	10-005296	THE OPEHW HEALTH PLAN	AUGUST 12.5 %	9/2026	27-57968	326.56
27-58003	10-005296	THE OPEHW HEALTH PLAN	SEPTEMBER 12.5 INCREASE	9/2026	SEPTEMBER 2026	326.56
27-57872	10-005373	CARD SERVICES/P1	GALLUP-CLIFTON STRENGTHS	9/2026	57UXS	224.91
27-57264	10-005689	CHALLENGER LANDSCAPING AND	ABATEMENTS	9/2026	7501 NW 25TH (1)	250.00
27-57996	10-006044	HOUSE OF MODS LLC	CD TRUCK MAINTENANCE	9/2026	6261	121.69
27-57793	10-006318	JUNK PLATOON	ABATEMENT	9/2026	413 - 6139 NW 50TH	3,850.00
27-58023	10-006352	EL SAZON LATIN GRILL	9/26/26 BYC RETREAT-LUNCH	9/2026	20260926	175.00
27-57925	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY 1ST QTR	9/2026	20261006	666.26
27-57891	10-1261	RED ROCK PETRO	4000UNLEAD&40000DIESEL	9/2026	1662297	342.78
27-57951	10-1530	THE TRIBUNE	PUBLICATIONS	9/2026	20260925	41.96
27-57952	10-1530	THE TRIBUNE	PUBLICATIONS	9/2026	20260925--	43.72
27-57961	10-1622	WESTLAKE ACE HARDWARE	ELECTRICAL MATERIALS	9/2026	3505852	22.14
27-57332	10-1749	RK BLACK INC.	SHARP PRINTER	9/2026	IN1377738	22.18
27-57429	10-3196	IMAGENET CONSULTING, LLC	COPIER UPSTAIRS/DOWNSTAIR	9/2026	INV1746931	79.05
DEPARTMENT TOTAL:						6,819.37
DEPARTMENT: 08.1		PUBLIC WORKS - ADMIN				
27-57639	10-005156	COX COMMUNICATIONS INC.	PHONE SERVICE	9/2026	20260901	400.96
27-57967	10-005296	THE OPEHW HEALTH PLAN	JULY 12.5 INCREASE	9/2026	27-57967	81.64
27-57968	10-005296	THE OPEHW HEALTH PLAN	AUGUST 12.5 %	9/2026	27-57968	81.64
27-58003	10-005296	THE OPEHW HEALTH PLAN	SEPTEMBER 12.5 INCREASE	9/2026	SEPTEMBER 2026	81.64
27-57884	10-005321	AMAZON CAPITAL SERVICES,	INGRABBERS & TOILET PAPER	9/2026	5186666	82.09
27-57416	10-005350	FORCE PERSONNEL	TEMP FOR ADMIN DUTIES	9/2026	89925	386.40
27-57464	10-1068	ONG	MONTHLY SVC	9/2026	20261002	0.81
27-57925	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY 1ST QTR	9/2026	20261006	121.55
27-57891	10-1261	RED ROCK PETRO	4000UNLEAD&40000DIESEL	9/2026	1662297	60.06
27-57211	10-2442	SUMNERONE, INC.	MONTHLY COPIER MAINTENANC	9/2026	4717082	97.55
DEPARTMENT TOTAL:						1,394.34

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08.2 PUBLIC WORKS - STREETS						
27-57944	10-004475	BUTTERLY COMPANY, LTD.	REBAR & STEEL	9/2026	256468	484.55
27-57880	10-004808	ADVANTAGE BATTERY OF OKLAHOMA	BATTERY BETHANY SCHOOLS	9/2026	132068	159.98
27-57639	10-005156	COX COMMUNICATIONS INC.	PHONE SERVICE	9/2026	20260901	328.70
27-57967	10-005296	THE OPEHW HEALTH PLAN	JULY 12.5 INCREASE	9/2026	27-57967	326.56
27-57968	10-005296	THE OPEHW HEALTH PLAN	AUGUST 12.5 %	9/2026	27-57968	326.56
27-58003	10-005296	THE OPEHW HEALTH PLAN	SEPTEMBER 12.5 INCREASE	9/2026	SEPTEMBER 2026	326.56
27-57864	10-005321	AMAZON CAPITAL SERVICES,	INELDON PARK FAUCET SENSOR	9/2026	8302600	44.80
27-57947	10-005321	AMAZON CAPITAL SERVICES,	INNITRILE GLOVES, GATORADE	9/2026	6996249	34.43
27-57964	10-005321	AMAZON CAPITAL SERVICES,	INSIGNS & EARS EARBOARDS	9/2026	4745812	50.79
27-57849	10-005373	CARD SERVICES/PI	TRAFFIC SIGNAL BULBS	9/2026	1561021	368.48
27-57858	10-006180	CENTERLINE SUPPLY INC.	PAINT FOR STREETS	9/2026	ORD0185663	1,126.65
27-57948	10-006287	TAKE TEN TIRE & SERVICE	4 TIRES FOR UNIT #24-002	9/2026	4-GS360533	776.24
27-57778	10-0225	GENUINE PARTS	BATTERIES/UTILITIES/STREET	9/2026	124253	156.16
27-57901	10-0482	DOLESE BROS. CO.	FILL SAND	9/2026	AG26112763	192.80
27-57902	10-0482	DOLESE BROS. CO.	CONCRETE ROCK	9/2026	AG26113378	321.31
27-57913	10-0482	DOLESE BROS. CO.	CRUSHER RUN ROCK	9/2026	AG26113379	389.98
27-57850	10-0591	FRANK BILL'S TRUCKING	50 TONS OF ROCK SALT	9/2026	89788	3,550.00
27-57990	10-0609	BOBCAT OF OKLAHOMA CITY	FILTERS FOR BOBCAT MINI	9/2026	P29493	306.36
27-57843	10-0694	HASKELL LEMON CONST CO	3 TONS OF ASPHALT	9/2026	22884	181.60
27-57909	10-0694	HASKELL LEMON CONST CO	ASPHALT	9/2026	23057	76.00
27-57924	10-0694	HASKELL LEMON CONST CO	TWO TON ASPHALT	9/2026	23091	88.00
27-57937	10-0694	HASKELL LEMON CONST CO	TWO TONS OF ASPHALT	9/2026	23115	204.80
27-57974	10-0694	HASKELL LEMON CONST CO	48TH COLLEGE	9/2026	23241	380.80
27-57906	10-1	HILLCREST DAVIDSON & ASSOC	FINAL PAYMENTS FOR BRINKS	9/2026	1228807	433.24
27-57495	10-1063	OG&E	MONTHLY SERVICE	9/2026	20260915	15,062.78
27-57925	10-1085	OKLAHOMA MUNICIPAL ASSURANCE	LIABILITY 1ST QTR	9/2026	20261006	6,707.64
27-57891	10-1261	RED ROCK PETRO	4000 UNLEAD & 4000 DIESEL	9/2026	1662297	2,223.26
27-57874	10-1329	SCHWARZ (BORAL) READY MIX	CONCRETE	9/2026	358005	572.00
27-57892	10-1527	TRAFFIC SIGNALS INC	39TH EXP	9/2026	17837	1,495.00
27-57920	10-1622	WESTLAKE ACE HARDWARE	BATTERY ENDS	9/2026	3505842	16.99
27-57977	10-1622	WESTLAKE ACE HARDWARE	RAKE & LANDSCAPE PINS	9/2026	3505858	21.99
27-57989	10-1622	WESTLAKE ACE HARDWARE	ROPE FOR BIG TRASH	9/2026	3505861	46.99
27-57907	10-1796	H.O.W. RUBBER, INC.	HOSE FOR FRONT END LOADED	9/2026	H35038	381.24
27-57994	10-1796	H.O.W. RUBBER, INC.	HYDRO HOSES	9/2026	H35628	240.80
27-57479	10-2092	DUB ROSS CO	SNOW PLOW BLADES	9/2026	0150056-IN	496.63
27-57863	10-2123	HOME DEPOT CREDIT SVCS	DRILL	9/2026	009466/4150043	40.00

DEPARTMENT TOTAL: 37,940.67

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08.4 PUBLIC WORKS - MAINT						
27-57967	10-005296	THE OPEHW HEALTH PLAN	JULY 12.5 INCREASE	9/2026	27-57967	163.28
27-57968	10-005296	THE OPEHW HEALTH PLAN	AUGUST 12.5 %	9/2026	27-57968	163.28
27-58003	10-005296	THE OPEHW HEALTH PLAN	SEPTEMBER 12.5 INCREASE	9/2026	SEPTEMBER 2026	163.28
27-57959	10-005321	AMAZON CAPITAL SERVICES, IN	ABSORBENT OIL SPILL MATS	9/2026	1850605	168.69
27-57925	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY 1ST QTR	9/2026	20261006	49.52
27-57891	10-1261	RED ROCK PETRO	4000UNLEAD&4000DIESEL	9/2026	1662297	12.49
DEPARTMENT TOTAL:						720.54
DEPARTMENT: 08.5 PUBLIC WORKS - PARKS						
27-57881	10-005010	YUKON TROPHY & AWARDS	PLATES FOR BENCHES	9/2026	926107	60.00
27-57639	10-005156	COX COMMUNICATIONS INC.	PHONE SERVICE	9/2026	20260901	29.23
27-57967	10-005296	THE OPEHW HEALTH PLAN	JULY 12.5 INCREASE	9/2026	27-57967	163.28
27-57968	10-005296	THE OPEHW HEALTH PLAN	AUGUST 12.5 %	9/2026	27-57968	163.28
27-58003	10-005296	THE OPEHW HEALTH PLAN	SEPTEMBER 12.5 INCREASE	9/2026	SEPTEMBER 2026	244.92
27-57884	10-005321	AMAZON CAPITAL SERVICES, IN	GRABBERS & TOILET PAPER	9/2026	5186666	54.14
27-57947	10-005321	AMAZON CAPITAL SERVICES, IN	NITRILE GLOVES, GATORADE	9/2026	6996249	114.29
27-58014	10-005878	KATHY LARSEN	PARKS KITE FESTIVAL	9/2026	20260929	411.53
27-57855	10-006287	TAKE TEN TIRE & SERVICE	TIRES FOR UNIT 52	9/2026	4-GS359858	566.80
27-57954	10-0482	DOLESE BROS. CO.	CRUSER ROCK FOR PICKLE BA	9/2026	AG26115858	911.07
27-57844	10-0668	HAYES ELECTRIC	LABOR FOR ROUTE 66 SIGN	9/2026	94698	165.00
27-57956	10-0933	MAXWELL SUPPLY	SILT FENCE, BAR&TIEWIRE	9/2026	354137	240.83
27-57963	10-0933	MAXWELL SUPPLY	BARSTIES FOR PICKLEBALL PROJ	9/2026	354507	336.07
27-57495	10-1063	OG&E	MONTHLY SERVICE	9/2026	20260915	596.94
27-57464	10-1068	ONG	MONTHLY SVC	9/2026	20261002	52.05
27-57925	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY 1ST QTR	9/2026	20261006	720.28
27-57891	10-1261	RED ROCK PETRO	4000UNLEAD&4000DIESEL	9/2026	1662297	1,689.62
27-57939	10-1329	SCHWARZ (BORAL) READY MIX	6 YRDS/BENCH PICKLEBALL	9/2026	358409	1,198.50
27-57873	10-1622	WESTLAKE ACE HARDWARE	BOLT CARRIAG FLAG POLE	9/2026	3505834	47.99
27-57945	10-1622	WESTLAKE ACE HARDWARE	KEYS FOR PW WORKS BULIDIN	9/2026	3505847	24.95
27-57969	10-1622	WESTLAKE ACE HARDWARE	TIE DOWN ROPE FOR BIG TRA	9/2026	3505854	47.96
27-57977	10-1622	WESTLAKE ACE HARDWARE	RAKE&LANDSCAPE PINS	9/2026	3505857	18.99
27-57867	10-2123	HOME DEPOT CREDIT SVCS	PAINT AND BOARDS	9/2026	010438/3025000	375.32
27-57611	10-3196	IMAGENET CONSULTING, LLC	STORAGE DRIVE PARK COMPUT	9/2026	INV1751085	101.99
DEPARTMENT TOTAL:						8,335.03
FUND TOTAL:						130,618.48

FUND: 021- PUBLIC SAFETY FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 99.0		NON-DEPARTMENTAL				
27-57848	10-005321	AMAZON CAPITAL SERVICES, INCHAIR MATS, TECH,RACK		9/2026	2923425	310.41
27-57738	10-006195	GODFREY'S INDOOR SHOOTING &ACO VESTS		9/2026	S1162966	499.44
27-57537	10-3196	IMAGENET CONSULTING, LLC	CITY HALL FIREWALL	9/2026	INV1754870	16,347.51
DEPARTMENT TOTAL:						17,157.36
FUND TOTAL:						17,157.36

FUND: 031- CAPITAL IMPROVE PROJECTS

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		PROJECTS >\$25,000				
27-57802	10-005545	REHRIG PACIFIC LOGISTICS, I180 POLY CARTS RESTOCK		9/2026	50610369	11,680.00
					DEPARTMENT TOTAL:	11,680.00
					FUND TOTAL:	11,680.00

FUND: 032- 2016 LIBRARY GO BOND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 99.0	NON-DEPARTMENTAL					
27-57729	10-3296	STANDARD TESTING &	34/ 35TH MUELLER	9/2026	34/35TH MUELLER	731.34
DEPARTMENT TOTAL:						731.34
FUND TOTAL:						731.34

FUND: 045- 2022A GO BOND ISSUE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		Projects				
27-57972	10-006099	HAPPY PLAYGROUNDS, LLC	WOOD FIBER McCROY	9/2026	3896	1,847.50
DEPARTMENT TOTAL:						1,847.50
FUND TOTAL:						1,847.50

BETHANY CITY COUNCIL

From: Michael Vaughn, Finance Director
Date: September 28, 2026
Subject: Arledge and Associates FY 26 Audit Engagement Letter

BACKGROUND

The City of Bethany awarded Arledge And Associates a five-year contract for financial auditing services on June 6, 2023. They require a signed engagement letter for their services. The funding for these services is in line with their five-year quote and is included in the FY 27 budget.

RECOMMENDATION

1. To authorize the execution of the engagement letter.

ADDITIONAL COMMENTS





FY-2026 SINGLE AUDIT ENGAGEMENT LETTER

September 18, 2026

To the Honorable Mayor and Members of the City Council

We are pleased to confirm our understanding of the services we are to provide for City of Bethany, Oklahoma for the year ended June 30, 2026.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City as of and for the year ended June 30, 2026. Accounting standards generally accepted in the United States of America (GAAS) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAS and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedules
- 3) Pensions Plan Funding Schedules; and
- 4) Schedules of OPEB Funding

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- 1) Schedule of expenditures of federal awards
- 2) General Fund Accounts Combining Schedules
- 3) Nonmajor Governmental Combining Schedules
- 4) Bethany Public Works Authority Combining Schedules

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered

material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

According to GAAS, significant risks include management override of controls, and GAAS presumes that revenue recognition is a significant risk. Accordingly, we have considered these as significant risks.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to



protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance



with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.



You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAS). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the Mayor and City Council of the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Arledge & Associates, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State Auditor and Inspector or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Arledge & Associates, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the State Auditor and Inspector. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Jake Winkler, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be \$33,500. Additionally, should a single audit be required under Uniform Guidance, we will charge a fee of \$7,000 for the first major program and \$5,000 for each additional program. This fixed price includes an electronic pdf copy of the report for distribution to your board members and others and 1 bound copy. Additionally bound copies are available for \$0.50 per page. This fee includes our miscellaneous charges, such as travel and meals. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm



policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

Because our Engagement Letter provides ongoing access to the accounting and business advice you need on a fixed-price basis, you are not inhibited from seeking timely advice from us. While the fixed price entitles you to unlimited consultation with us, if your questions or issues require additional research and analysis beyond consultation, that work will be subject to an additional price negotiation before the service is to be performed, an Addendum to the Engagement Letter will be issued before delivery of the additional service is to be performed, with payment terms agreed to in advance. By virtue of signing this document, you have indicated that your reporting entity has been appropriately defined, all trial balances will be reasonably adjusted, your key accounts will be reconciled, unusual transactions, significant financial estimates and disclosures have been communicated to us prior to the date at the top of this letter. Also, you have indicated that the entity has competent personnel in key financial positions and there has been no turnover in the accounting/finance department. If we find that the facts are difference for any of the preceding assumptions, we will negotiate an Addendum to the Engagement Letter and negotiate a new engagement fee before we issue our final report.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Mayor and City Council of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Cost of Consequential Damages

Any liability of Arledge & Associates, P.C. and its personnel to the City is limited to the amount of the annual fee the City paid for this audit engagement as liquidated damages.

The City agrees that any dispute regarding this engagement will, prior to resorting to litigation, be submitted to mediation upon request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The American Arbitration Association will administer any such mediation in accordance with its Commercial Mediation Rules. The results of the mediation proceeding shall be binding only if both Arledge & Associates, P.C. and the Organization agree to be bound. Arledge & Associates, P.C. and the Organization will share any cost of mediation equally.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.



Sincerely,

Arledge & Associates PC

Arledge & Associates, P.C.

RESPONSE:

This letter correctly sets forth the understanding of the City of Bethany, Oklahoma.

Management signature: _____

Title: _____

Governance signature: _____

Title: _____



BETHANY CITY COUNCIL

From: Elizabeth Gray, City Manager
Date: October 6, 2026
Subject: Accept Public Improvement – Routine Item: Sanitary Sewer Line Improvements to serve 4209 N. Willow

BACKGROUND

A Sanitary Sewer line was extended at 4209 N. Willow to serve a residence.

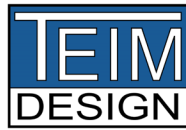
RECOMMENDATION

Accept public improvement – Sanitary Sewer Line Improvements to serve 4209 N. Willow

ADDITIONAL COMMENTS

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





TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

September 22, 2026

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

Re: 4209 N Willow Sanitary Sewer Line Improvements

Dear Ms. Gray,

We have completed our final and recommend the City accept the project and place the maintenance bond into effect. This project extended a public sanitary sewer main to serve a new residential home.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "RW", written over a light blue horizontal line.

Robbie Williams, PE

Attachment: Maintenance Bond

MAINTENANCE BOND

Bond Nubmer: 30277658

KNOW ALL MEN BY THESE PRESENTS:

That We, H & H Plumbing & Utilities, Inc., as Principal and Western Surety Company as Surety, are held and firmly bound unto THE CITY OF BETHANY, OKLAHOMA, a Municipal Corporation, of the State of Oklahoma, in the full and just sum of thirty thousand, five hundred thirty-three & 27/100 Dollars (\$ 30,533.27), such sum being equal to the contract amount for a period of one (1) year and thereafter for a period of one (1) year for the sum of Four thousand, five hundred seventy-nine & 99/100 Dollars (\$ 4,579.99), such sum being not less than 15% of the contract price, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its' successors and assigns, jointly and severally, firmly by these presents.

Dated this 23rd day of February, 20 26. The condition of this obligation are such, that whereas, said Principal, has by a certain contract between _____ and THE CITY OF BETHANY, OKLAHOMA, dated the 23rd day of February, 20 26, agreed to construct in The City of Bethany, Oklahoma 4209 N Willow Sewer Line 4209 N Willow Ave, Bethany, OK - Public Sanitary Sewer

_____ all in compliance with the plans and specifications, made a part of said Contract and on file in the office of the City Clerk of The City of Bethany; and to maintain the said improvement in the amounts set forth above against any failure due to workmanship or material for a period of Two (2) years from the date of acceptance of the 4209 N Willow Sewer Line 4209 N Willow Ave, Bethany, OK by the Council of The CITY OF BETHANY.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the City all damage, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of two years (or five years for all projects for the construction of roads, streets, highways, sidewalks and any other pavements) from and after acceptance of said project by the City; and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all subcontractors; and if principal shall save and hold the City harmless from all damages, loss, and expense occasioned by or resulting from any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further agreed that if the said Principal or Surety herein shall fail to maintain said improvements against any failure due to defective workmanship and/or material for a period of two years (or five years for all projects for the construction of roads, streets, highways, sidewalks and any other pavements) and at any time repairs shall be necessary that the cost of making said repairs shall be determined by the Council of the City of Bethany, or some person or persons designated by them to ascertained the same, and if, upon thirty (30) days notice, the same amount ascertained shall not be paid by the Principal or Surety herein, or if the necessary repairs are not made, that said amount shall become due upon the expiration of thirty (30) days and suit may be maintained to recover the amount so

determined in any Court of competent jurisdiction. And that the amount so determined shall be conclusive upon the parties as to the amount due on this bond for the repair or repairs included therein, and that the cost of all repairs shall be so determined from time to time during the life of this bond as the condition of the improvements may require.

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

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

H & H Plumbing & Utilities, Inc.

Principal

ATTEST:

(CORPORATE SEAL)

(If Corporation) Secretary

By

PRESIDENT Chad Madden

Western Surety Company

Surety

(SURETY SEAL)

ATTEST:

Secretary

By

ATTORNEY-IN-FACT Paul B Moore

Approved as to form and legality this _____ day of _____,
20____.

City Attorney

APPROVED by the Council of The City of Bethany this _____ day of _____,
_____, 20____.

City Clerk

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Paul B Moore, Lauren Hutto Rogers, Individually

of Oklahoma City, OK, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 26th day of February, 2026.



WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 26th day of February, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota, that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal, that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

December 4, 2031



K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 23rd day of February, 2026.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.



H&HPLUM-01

ROGLA1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/6/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Evolution Insurance Partners P O Box 310508 New Braunfels, TX 78131	CONTACT NAME: Lauren Rogers	
	PHONE (A/C, No, Ext): (210) 388-0998	FAX (A/C, No):
INSURED H & H Plumbing & Utilities Inc 381 W Adkins Hill Rd Norman, OK 73072	E-MAIL ADDRESS: lrogers@evolution.insure	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: National Fire Insurance Company of Hartford	
	INSURER B: Continental Insurance Company	
	INSURER C: Columbia Casualty Company	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			8037152635	1/1/2026	8/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			8037152618	1/1/2026	8/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			8037462316	1/1/2026	8/1/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	8037152621	1/1/2026	8/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	☒ Pollution Liability			7063986257	1/1/2026	8/1/2026	Per Claim \$ 2,000,000
C	☒ Pollution Liability			7063986257	1/1/2026	8/1/2026	Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Public Sanitary Sewer - 4209 N Willow Ave

Certificate Holder is listed as Additional Insured as respects General Liability including ongoing and completed operations, Auto & Umbrella Liability & Pollution if required or agreed to in a written contract subject to all provisions & limitations of the policy. 30 days notice of cancellation; 10 days notice of cancellation for non-payment of premium applies. Waiver of Subrogation also applies as respects General Liability, Auto Liability, Umbrella Liability, Workers Compensation & Pollution, as required by written contract subject to all provisions & limitations of the policy. There are no exclusions for mold on the pollution policy and it includes contractual liability. Umbrella is Follow Form with underlying policies of General Liability, Auto and Employers Liability. Insurance shown is primary for Additional Insured & other insurance afforded to Additional Insured will apply as excess & not contribute as primary to the insurance shown on this certificate but only for liability as respects the Named Insured's operations for/on behalf of Additional Insured.

CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

BETHANY CITY COUNCIL

From: Elizabeth A. Gray, City Manager
Date: September 10, 2026
Subject: Consideration and Possible Action Approving Agreement between the City of Bethany and FOP Lodge 161

BACKGROUND

The FOP Lodge 161 and the City of Bethany negotiating team have reached an agreement to present to the City Council.

Staff is recommending approval of this 1-year agreement.

RECOMMENDATION

1. Approve the agreement as presented and authorize the mayor to sign the document on behalf of the City of Bethany.

ADDITIONAL COMMENTS

A circular stamp containing a handwritten signature in blue ink. The signature appears to be the initials 'dg'.

AGREEMENT

BETWEEN THE



CITY OF BETHANY, OKLAHOMA

AND

**FRATERNAL ORDER OF POLICE
LODGE 161**

FISCAL YEAR 2026-2027

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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 1st day of July 2026, and shall remain in full force and effect through the 30th day of June 2027.

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 2026-2027. The pay plan does not include a cost of living increase for the fiscal year. The pay plan was modified to reflect dropping of one step and adding of one step to the ranks of Patrol Officer, Corporal and Lieutenant. Individuals in these ranks will drop back one step on July 1, 2026, and will advance one step on his/her anniversary date so long as all applicable criteria are met.

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 36th 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 th Year	\$35.00
6 th Year	\$55.00
8 th Year	\$75.00
10 th Year	\$95.00
12 th Year	\$115.00
14 th Year	\$135.00
16 th Year	\$155.00
18 th Year	\$175.00
20 th Year	\$195.00
21 st 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- 20 years, 14 hours per month; and 21years to retirement, 16 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 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 2 The City shall furnish all non-probationary officers with fifteen hundred dollars (\$1,500.00) uniform maintenance allowance per fiscal year payable in two equal installments of seven hundred fifty dollars (\$750.00) during August and February. The uniform allowance will be paid in the last pay

period of the month and will be paid on a check separate from the officer's regular paycheck.

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
- M. One (1) pair of black duty boots approved by the Chief not to exceed \$150.00.
- N. One (1) hat of a color and design approved by the Chief of Police.

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 15th 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.

- | | |
|---------------|---|
| <u>Level:</u> | 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 whether 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 the 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 FY2026-2027, the City will provide the same increase to the FOP members.

40. INDIVIDUALLY ASSIGNED VEHICLES

Section 1: Non-probationary employees who live within ten (10) 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 ten (10) mile requirement, the officer will lose his/her take-home privileges. Employees who had a take home unit prior to July 1, 2026, and who live within fifteen (15) miles, as the crow flies, of the Bethany Police

Department will be grandfathered in and will retain their take home units so long as they do not move outside the fifteen (15) mile requirement.

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 September 2026.

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 September 2026.

By: _____
Robert R. Jones, CITY ATTORNEY

ADDENDUM A

POLICE PAY PLAN FY 2027

Effective July 1, 2026

GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
TITLE											
P-1 OFFICER	<i>Hourly</i>	\$28.73	\$29.88	\$31.08	\$32.32	\$33.61	\$34.95	\$36.36	\$37.81	\$39.32	\$40.89
	<i>Bi-weekly</i>	\$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	\$3,271.34
	<i>Month</i>	\$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	\$7,087.91
	<i>Annual</i>	\$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	\$85,054.86
P-2 CORPORAL	<i>Hourly</i>	\$34.26	\$35.62	\$37.05	\$38.54	\$40.08	\$41.68	\$43.35	\$45.08	\$46.88	\$48.76
	<i>Bi-weekly</i>	\$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	\$3,900.71
	<i>Month</i>	\$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	\$8,451.53
	<i>Annual</i>	\$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	\$101,418.39
P-3 LIEUTENANT	<i>Hourly</i>	\$42.49	\$44.18	\$45.95	\$47.79	\$49.70	\$51.46	\$53.75	\$55.90		
	<i>Bi-weekly</i>	\$3,398.90	\$3,534.20	\$3,676.06	\$3,822.84	\$3,976.18	\$4,116.40	\$4,300.08	\$4,472.00		
	<i>Month</i>	\$7,364.28	\$7,657.43	\$7,964.80	\$8,282.82	\$8,615.06	\$8,918.87	\$9,316.84	\$9,689.33		
	<i>Annual</i>	\$88,371.40	\$91,889.20	\$95,577.56	\$99,393.84	\$103,380.68	\$107,026.40	\$111,802.08	\$116,272.00		
P-4 CAPTAIN	<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

ADDENDUM B

FY 2027

(Effective July 1, 2026 - June 30, 2027)

Bi-weekly

<u>HEALTH - PPO</u> <u>BCBS</u>		<u>TOTAL</u> <u>PREMIUM</u>		<u>CITY</u> <u>AMOUNT</u>		<u>EMPLOYEE</u> <u>AMOUNT</u>	
Platinum Advantage	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2026</u>	<u>FY 2027</u>	
Employee	699.04	653.00	571.58	525.54	127.46	127.46	63.73
Employee & Child	1,033.00	964.96	732.48	664.44	300.52	300.52	150.26
Employee & Children	1,242.72	1,160.86	834.96	753.10	407.76	407.76	203.88
Employee & Spouse	1,516.34	1,416.48	1,108.28	1008.42	408.06	408.06	204.03
Employee & Spouse & 1	1,850.30	1,728.44	1,273.24	1151.38	577.06	577.06	288.53
Employee & Spouse & 2+	2,060.02	1,924.34	1,449.18	1313.50	610.84	610.84	305.42

<u>DENTAL - PPO</u> <u>BCBS</u>		<u>TOTAL</u> <u>PREMIUM</u>		<u>CITY</u> <u>AMOUNT</u>		<u>EMPLOYEE</u> <u>AMOUNT</u>	
Standard	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2026</u>	<u>FY 2027</u>	
Employee	44.78	49.22	37.26	37.26	7.52	11.96	5.98
Employee & Child	68.44	75.22	37.44	37.44	31.00	37.78	18.89
Employee & Children	82.42	90.58	37.56	37.56	44.86	53.02	26.51
Employee & Spouse	100.10	110.02	37.36	37.36	62.74	72.66	36.33
Employee & Spouse & 1	123.76	136.02	36.26	36.26	87.50	99.76	49.88
Employee & Spouse & 2+	137.74	151.38	36.74	36.74	101.00	114.64	57.32

<u>VISION - PPO</u> <u>VSP</u>		<u>TOTAL</u> <u>PREMIUM</u>		<u>CITY</u> <u>AMOUNT</u>		<u>EMPLOYEE</u> <u>AMOUNT</u>	
Enhanced	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2026</u>	<u>FY 2027</u>	
Employee	7.74	7.74	0.00	0.00	7.74	7.74	3.87
Employee & Child	14.96	14.96	0.00	0.00	14.96	14.96	7.48
Employee & Children	14.96	14.96	0.00	0.00	14.96	14.96	7.48
Employee & Spouse	14.54	14.54	0.00	0.00	14.54	14.54	7.27
Employee & Spouse & 1	26.18	26.18	0.00	0.00	26.18	26.18	13.09
Employee & Spouse & 2+	26.18	26.18	0.00	0.00	26.18	26.18	13.09

Agenda: 10/02/2026

Item: 7

BETHANY CITY COUNCIL

From: Brett Crecelius, Community Development Director
Date: 6/30/2026
Subject: Declaration of Public Nuisance at 1800 N. Timber Ave.

BACKGROUND:

The Community Development Department has been working with this property for years. The property is in a dilapidated state and recently been boarded and secured by the city. Multiple NOV's have been issued over the years for weeds/grass, debris/junk, unsecured structure, and multiple other violations. Bethany Police has responded to fourteen (14) calls at the residence since 2020, with the most recent call resulting in an arrest. The property has multiple doors and windows broken, as well as holes in the roof that allow wildlife to access the property. Any attempt to contact the property owner in the past has resulted in failure and/or lack of action to abate violations.

RECOMMENDATION

1. Approve an Administrative Order finding the building a public nuisance and cause the building to be demolished

ADDITIONAL COMMENTS

This item was tabled at the July 7, 2026 regular council meeting for 90 days.



RESOLUTION NO. 1740

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BETHANY, OKLAHOMA,
DECLARING THE BUILDING LOCATED AT 1800 N. TIMBER AVE., BETHANY,
OKLAHOMA TO BE A PUBLIC NUISANCE PURSUANT TO 11 O.S. § 22-112.**

Legislative Findings:

WHEREAS, for the past several years the building located at 1800 N. Timber Ave., Bethany, Oklahoma County, Oklahoma, (RESIDENCE) has been vacant and unoccupied and the location of various complaints of being an unsafe, unsecured, and dilapidated structure, attracting vagrants and being an attractive nuisance to children; and

WHEREAS, the legal description of the property is:

Lot Thirteen (13), Block Seven (7), LAKEWOOD, an Addition to Bethany, Oklahoma County, Oklahoma, (a/k/a 1800 north Timber, Bethany, Oklahoma)

WHEREAS, the property is not maintained and annually the City has had to issue notices of violation for weeds and grass, and removal debris and junk from the property; and

WHEREAS, the RESIDENCE is unsafe, dilapidated and a threat to the health, safety and welfare of the citizens of Bethany; and,

WHEREAS, the owners of the RESIDENCE have knowledge or constructive knowledge of the activities occurring at the RESIDENCE and have failed to abate the nuisances existing thereon despite multiple requests; and

WHEREAS, the RESIDENCE is used as a place where persons congregate for purposes of engaging in illegal activity, and such RESIDENCE has a general reputation of being a place where persons hang out to commit illegal activities; and

WHEREAS, the long-recurring condition of the premises at the RESIDENCE, as described above constitute a continuing public nuisance affecting the health, safety, and welfare of the citizens of the City of Bethany, Oklahoma since the immediate environs of the RESIDENCE include a large residential area and public park, whereby the dilapidated condition of the structure, in close proximity to such areas, causes grave concerns about the safety of these area and impairs the enjoyment of adjoining properties, and infringes upon the well-being, comfort, repose, and enjoyment of the numerous individuals residing in the area; and

WHEREAS, the continuing public nuisance described above should be abated.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bethany, Oklahoma:

1. That the RESIDENCE located at 1800 N. Timber Avenue in Bethany, Oklahoma County, Oklahoma, is hereby declared to be a public nuisance by reason of the findings set forth above.
2. The building is to be demolished, hazards removed, and debris removed from the property. The entire cost of the destruction and removal are the personal obligation of the property owner.
3. The demolition of the work shall commence 90 business days from the date of this order.
4. The demolition of the work shall be completed within 60 days from the commencement of the demolition.
5. The City Clerk shall immediately file a notice of dilapidation and lien with the county clerk describing the property, the findings of the municipality at the hearing, and stating that the municipality claims a lien on the property for the destruction and removal costs and that such costs are the personal obligation of the property owner from and after the date of filing of the notice.
6. Agents of the City of Bethany are granted the right of entry on the property for the performance of the necessary duties as a governmental function of the City of Bethany if the work is not performed by the property owner within the above fixed dates.
7. If the work is not performed by the property owner, the governing body shall determine the actual cost of demolition and removal and other related expenses, and the City Clerk shall forward a statement of the actual costs by mail to the property owner and otherwise comply with part four and five of 11 O.S. § 22-112.

END

The foregoing Resolution was duly adopted and approved by the Mayor and City Council of the City of Bethany on the _____ day of _____, 2026, after compliance with notice requirements of the Open Meeting Law (25 OSA, Sections 301, et seq.).

Mayor

ATTEST:

City Clerk

Approved as to form and legality on _____, 2026.

CITY ATTORNEY



Department of Planning & Community Development

ADMINISTRATIVE ORDER

Reference dilapidated structures on the following-described property in the City of Bethany, Oklahoma County, Oklahoma, to-wit:

1800 N. TIMBER AVE., BETHANY, OKLAHOMA 73008
LAKEWOOD BLOCK 007 LOT 013

WHEREAS, on July 7, 2026, a hearing was held before the City Council of Bethany, Oklahoma, to determine whether the structures located on the aforementioned real estate are dilapidated so as to constitute a nuisance and health and safety hazards to the citizens of the City of Bethany;

WHEREAS, the City Council, having reviewed the notices of this hearing finds that same are adequate and sufficient by law. The City Council, having reviewed the evidence presented, finds that the buildings located on the subject property are dilapidated and in need of total demolition and further removal of all hazards existing on the property.

IT IS THEREFORE ORDERED by the City Council that:

☐ The building(s) be demolished, hazards removed, and debris removed from the property. The work is to be done at the direction of the City Manager or designee.

☐ The City Council accepts the owner's offer to transfer title of the property and stay the hearing. The transfer of title shall be executed and filed with the County Clerk within thirty days. The hearing on the matter shall be continued to the next regularly scheduled meeting after the thirty-day transfer of title deadline. If the transfer of property has not occurred, the city may lift the stay and proceed with the hearing.

CITY OF BETHANY MAYOR (OR DESIGNEE)

BETHANY

Oklahoma

Department of Planning & Community Development

NOTICE OF HEARING

STATE OF OKLAHOMA
County of Oklahoma
City of Bethany

To: Eleanor C. Bradshaw
3401 N. Windsor Blvd.
Oklahoma City, OK 73122

Notice is hereby given pursuant to Section 22-112 and Section 22-112.1 of Title 11, Oklahoma Statutes Annotated, 1981, as amended, that on the 7th of July, 2026, at 6:30 P.M., the City Council of Bethany will conduct a hearing to determine whether the following described real property and the structures located thereon are so dilapidated as to be detrimental to the health, safety, and welfare of the City of Bethany and the citizens and public, or creates a fire or safety hazard to the danger of surrounding property. "Dilapidated" as used herein means neglect of necessary repairs or allowing the building to fall into a state of decay or partial ruin so as to be a health or safety hazard, a structure unfit for human occupancy due to lack of repairs, or a building declared by the City to be a public nuisance.

The property to be considered is 1800 N. Timber Ave., Bethany, Oklahoma 73008 and the legal description of the property located in Oklahoma County, Oklahoma, is, to-wit:

LAKEWOOD BLOCK 007 LOT 013

Notice is further given that if the City Council does determine that the aforementioned conditions do exist, the City Council will direct that the entire structure(s) be demolished and the removal of any hazards on the property.

The City Council may also consider the acceptance of the owner's offer to transfer title of the property and stay the hearing. If this option is accepted the transfer of title shall be executed and filed with the County Clerk within thirty (30) days. The hearing on the matter shall be continued to the next regularly scheduled meeting after the thirty (30) day transfer of title deadline. If the transfer of property has not occurred, the city may lift the stay and proceed with the hearing.

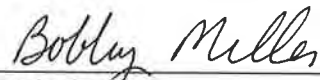
You are further notified that the cost of such removal and demolition after a time determined by the City Council, will be assessed by the City Council and charged to the owner of said property; and if not paid within six (6) months after mailing demand for payment, said costs shall be charged against the property as a lien co-equal with an ad valorem tax lien.

Any inquiries should be directed to the Community Development Department of the City of Bethany, Bethany City Hall, telephone number (405) 789-6005.

You may appear at the hearing on the date mentioned above to show cause why the City Council should not order the removal of hazards or the complete demolition of the structure(s). The place of the hearing is the Bethany City Council Chambers, Bethany City Hall, 6700 NW 36th St., Bethany, Oklahoma 73008, at 6:30 PM.


CITY MANAGER (OR DESIGNEE)

Notice posted on property on June 11, 2026.


CITY INSPECTOR

Notice mailed to: Eleanor C. Bradshaw
3401 N. Windsor Blvd.
Oklahoma City, OK 73122

Additional Attached Page

CERTIFIED MAIL
9589 0710 5270 2725 1262 46

Return receipt received on _____, 20____.

CITY INSPECTOR

June 11, 2026



Looking for instructional videos?



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

Home	Contact Us	Guest Book	Map Search	New Search
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Real Property Display - Screen Produced - 6/11/2026 10:10:51 AM

Account: **R175672355** Type: **Residential** Location: 1800 N TIMBER AVE
Building Name/Occupant: Parcel Map: BETHANY
Owner Name 1: BRADSHAW ELEANOR C Parcel PIN#: 2913-17-567-2355
Owner Name 2: 1/4 section #: 2913
Owner Name 3: Parent Acct:
Billing Address: 3401 N WINDSOR BLVD Tax District: TXD 581
City, State, Zip: OKLAHOMA CITY, OK 73122 School System: Putnam City #1
Country: (If noted) Land Size: 0.1763 Acres

Personal Property

Land Value: 23,424

Treasurer:

[Click to View Taxes](#)

Sect 29-T12N-R4W Qtr NE LAKEWOOD Block 007 Lot 013 **Subdivision Sales**

Full Legal Description: LAKEWOOD 007 013

NOTE: The following sales may or may not be used to determine Fair Market Value

Photo & Sketch (If available)	Sales	Sales Report	
	2017 N TIMBER AVE BETHANY, OK	05/05/2025	\$157,000
	7128 NW 21ST ST BETHANY, OK	06/06/2025	\$100,000
	2112 N WILBURN AVE BETHANY, OK	11/25/2025	\$125,000
	1816 N WILBURN AVE BETHANY, OK	04/03/2024	\$142,000
	7104 NW 18TH ST BETHANY, OK	06/02/2023	\$133,000
	7121 NW 19TH ST BETHANY, OK	07/03/2024	\$132,000

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

Year	Market Value	Taxable Mkt Value	Gross Assessed	Exemption	Net Assessed	Millage	Est. Tax	Tax Savings
2026	136,000	118,904	13,078	0	13,078	122.14	\$1,598	\$230
2025	140,500	113,242	12,456	0	12,456	122.14	\$1,521	\$366
2024	136,500	107,850	11,862	0	11,862	120.52	\$1,430	\$380
--	--	>	>	[1/10]				

Property Account Status Adjustments Exemptions

Account #	Exemption Description	Amount
R175672355	5% Capped Account	0

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

Date	Type	Book	Page	Price	Grantor	Grantee
11/11/1911	Historical	0006	0000	\$0		BRADSHAW ELEANOR C

Last Market Sales or Value (S.O.V.) Information History

Year	Date	Market Value	Taxable Market Value	Gross Assessed	Exemption	Net Assessed
2026	02/23/2026	136,000		118,904	0	13,078
2025	02/14/2025	140,500		113,242	0	12,456
2024	02/13/2024	136,500		107,850	0	11,862
--	--	>	>	[1/5]		

Property Building Permit History

Issued	Permit #	Provided by	Bldg #	Description	Est Construction Cost	Status
--------	----------	-------------	--------	-------------	-----------------------	--------

No Building Permit records returned.

Incident	Nature	Area	Agency	Reported	Disposition	Complainant
26-05461	Property Check	9	BETH	16:32:01 04/26/26	10	
26-04366	CODE ENFOR	9	BETH	16:20:28 04/07/26	02	
26-04311	Weapon Offense	9	BETH	13:29:29 04/06/26	03	
26-02355	Property Check	9	BETH	13:25:54 02/25/26	02	
26-02257	Property Check	9	BETH	15:48:17 02/23/26	10	
25-03187	Property Check	9	BETH	10:11:12 03/19/25	10	
25-01110	Suspicious	9	BETH	14:13:28 01/26/25	10	
25-00836	Property Check	9	BETH	17:58:43 01/20/25	10	
24-15493	Suspicious	9	BETH	16:13:32 10/26/24	10	
23-14693	Property Check	9	BETH	13:56:38 11/09/23	10	
21-8972	Property Check	9	BETH	19:34:58 10/23/21	10	
21-8478	Property Check	9	BETH	20:33:34 10/07/21	10	
21-8377	Trespassing	9	BETH	18:07:51 10/04/21	02	
20-4627	Public Relation	9	BETH	19:27:59 06/28/20	10	



First American Title™

First American Title Insurance Company
615 S I-35 Service Road
Moore, OK 73160
Phn - (405)236-2861
Fax - (866)535-3211

TITLE REPORT

Effective date of search: April 21, 2026 at 7:30 a.m.

Prepared for: City of Bethany
ATTN: Linda Hlinicky
Reference No.: 26-56541
Order No.: 2990915-OK99

Based upon a search of the indexes and records of First American Title Insurance Company and County Offices of Oklahoma County, Oklahoma. Information reflected is that commonly requested for a report and is not an examination of title. This record is for general information only; it does not purport to set out the ownership or condition of title as same can be determined only from a complete abstract examined by a licensed attorney. No guarantee is issued against the adequacy of documents filed of record against said property.

LEGAL DESCRIPTION:

Lot Thirteen (13), Block Seven (7), LAKEWOOD, an Addition to Bethany, Oklahoma County, Oklahoma, according to the recorded plat thereof.

PROPERTY ADDRESS (as reflected by the records of Oklahoma county):

1800 North Timber Avenue, Bethany, Oklahoma

RECORD OWNER(S) (as reflected in the last conveyance filed for record):

Eleanor C. Bradshaw
By virtue of Quit Claim Deed, recorded at Book 4168, Page 1027, on 6/6/1974

UNRELEASED MORTGAGES, UNRELEASED JUDGMENTS OR LIENS against the above named owner(s) and/or real property:

☒ No Mortgages found
☒ No Judgments found
☐ No Records found

UNPAID TAXES on above legal description: 2025 ad valorem taxes delinquent in the amount of \$1,521.38 plus penalties and interest.

(Real Estate Account #2913-17-567-2355)

Limitation of Liability for Informational Report

IMPORTANT - READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN TITLE INSURANCE COMPANY'S PRIOR WRITTEN CONSENT. FIRST AMERICAN TITLE INSURANCE COMPANY

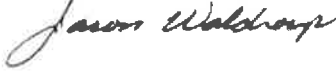
DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN TITLE INSURANCE COMPANY'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN TITLE INSURANCE COMPANY WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN TITLE INSURANCE COMPANY MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

Prepared by:



Julie Jordan
Licensed Abstractor 4071

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 

Jason Waldroup, Vice President



First American Title™

First American Title Insurance Company

615 S I-35 Service Road

Moore, OK 73160

Phone: (405)236-2861 / Fax: (866)535-3211

PR: SOCENT

Ofc: 2499 (607)

Final Invoice

To: City of Bethany
P. O. Box 219
Bethany, OK 73008-0219

Invoice No.: 607 - 2499196618

Date: 04/30/2026

Our File No.: 2990915-OK99

Title Officer:

Escrow Officer:

Customer ID: 5767791

Liability Amounts

Attention: Linda Hlinicky

Your Ref.: 26-56541

RE: Property:
1800 North Timber Avenue, Bethany, OK

Buyers:

Sellers: Eleanor C. Bradshaw

Description of Charge	Invoice Amount
Title Report	\$100.00

INVOICE TOTAL \$100.00

Comments:

Thank you for your business!

To assure proper credit, please send a copy of this Invoice and Payment to:

Attention: Accounts Receivable Department

To pay electronically go to, <https://firstam.us/paytitleinvoice>, or mail check to PO Box 776119

Chicago, IL 60677-6119

DECLARATION OF NUISANCE

- I. The following described real estate situated in the City of Bethany, County of Oklahoma, State of Oklahoma, to-wit:
- Lakewood 007 013 (1800 N. Timber Ave., Bethany, OK 73008)
- has grown up in weeds, grass, and brush and debris has accumulated thereon.
- II. Said accumulation of weeds, grass, brush and debris has caused the property to become detrimental to the health, benefit and welfare of the public and the community, or a hazard to traffic, or creates a fire hazard to the danger of property. **(dilap. struc., tree violation)**
- III. THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IS HEREBY DECLARED A PUBLIC NUISANCE.
- IV. The owner has failed to show cause why said nuisance should not be abated by the City and the expense thereof charged against the property.
- V. The Public Works Superintendent and/or private contractor is hereby directed to cause the nuisance to be abated on the above property and to report the cost thereof to the City Manager.

Bobby Mills
CITY INSPECTOR (OR DESIGNEE)

7/24/25
DATE OF N.O.V. OR POSTING

Beth A. Greiner
CITY MANAGER (OR DESIGNEE)

8/12/25
DATE

DECLARATION OF NUISANCE SUPPLEMENTAL

Page 2 -

Hearing Findings:

Property Owner to trim tree back to a minimum
of 12 feet above right of way within 10 days

Bobby Mills

CITY INSPECTOR (OR DESIGNEE)

7/24/25

DATE OF N.O.V. OR POSTING

Beth Arcelin

CITY MANAGER (OR DESIGNEE)

8/12/25

DATE



BETHANY

Oklahoma

Department of Planning & Community Development

July 24, 2025

CERTIFIED MAIL
9589 0710 5270 1805 2894 13
CASE NUMBER: 40

NAME: Eleanor C Bradshaw
ADDRESS: 3401 N. Windsor Blvd., Oklahoma City, OK 73122
SUBJECT: NOTICE OF VIOLATIONS AND HEARING
LOCATION: 1800 N. Timber Ave., Bethany, OK 73008
LEGAL: Lakewood 007 013

We are sending you this letter to give notice of violations of the following sections of the Code of Ordinances of the City of Bethany and the International Property Maintenance Codes:

1. 93.03 Weeds or Other Injurious Growth
2. 93.05 Dilapidated Structure
3. 93.08G Structures & Premises Dangerous or Detrimental to Public Health & Safety
4. 93.04 Rubbish
5. 93.06 Other Nuisances
6. IPMC 108.1.5.7 Dangerous Structures or Premises
7. IPMC 110.1 General Boarding of Structure Beyond One Year
8. IPMC 304.9 Exhaust Ducts
9. IPMC 304.13 Windows
10. IPMC 304.15 Doors
11. 92.22 Tree Violation

You are hereby notified that if said violations are not abated on or before 1:30 P.M., August 6, 2025, the City Manager, or her designee will hold a hearing on said date for the purpose of determining whether the violations constitute a public nuisance at Bethany City Hall, 6700 NW 36th St., Bethany, OK. If you do not appear and show cause why the same should not be declared a public nuisance, then the City Manager shall direct the City of Bethany to abate the violations or citations may be issued. You will be billed for the cost in performing the work, and if necessary, the charges will be assessed as a lien against the property, together with interest.

You are further advised that any violations of the above sections on the subject property occurring within six (6) months after the date of this notice may be summarily abated by the City of Bethany, and the costs of abatement shall be assessed against the owner and a lien may be imposed on the property to secure such payment, all without further prior notice to you.

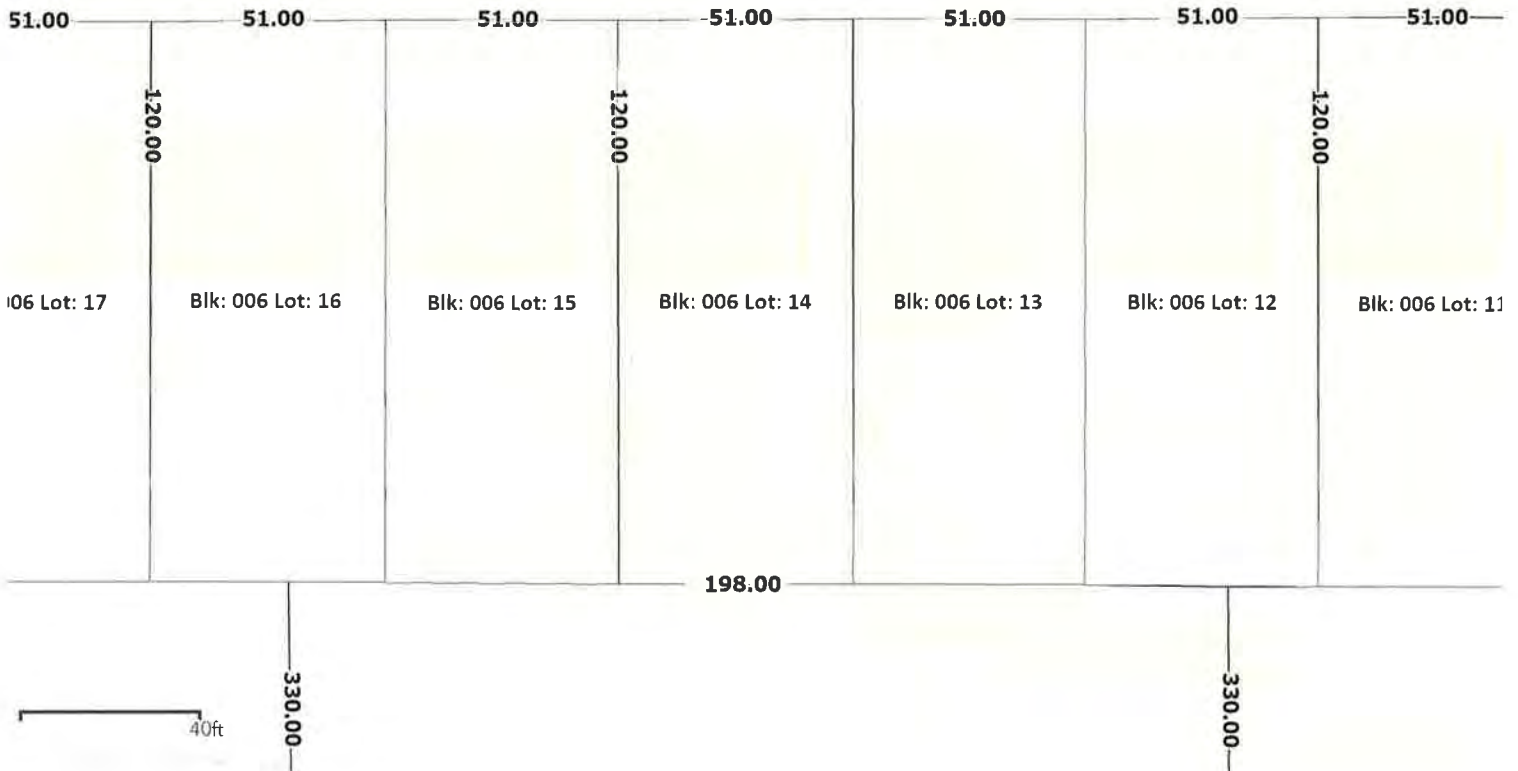
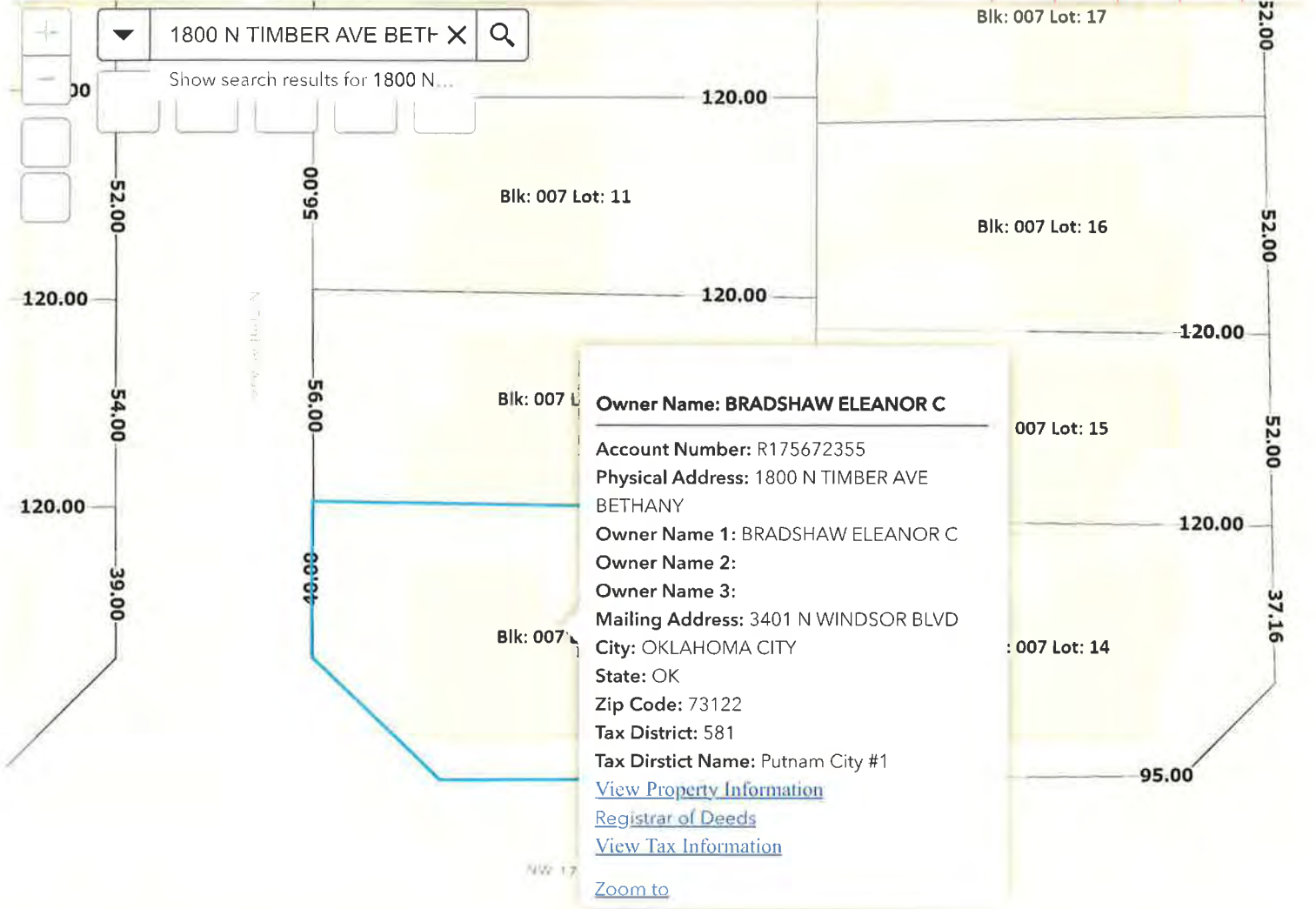
You shall have the right of appeal to the City Council from any order of the City Manager, or her designee, issued pursuant to this section by filing a written notice of appeal with the Bethany City Clerk within ten (10) days after the administrative order is rendered.

If you have reason to believe that you are not in violation or need additional information concerning the time and place of the hearing, please contact the Community Development Department at (405) 789-6005.

Signed: _____

Bobley Mills
CITY INSPECTOR (OR DESIGNEE)
BETHANY COMMUNITY DEVELOPMENT

PLEASE COOPERATE IN MAKING BETHANY A BETTER PLACE TO LIVE



Abate w/G, T/S, B/L, Oil. Tree Violation 92.22



DID YOU
KNOW?

As a property owner, you have
Rights, Remedies, & Responsibilities
regarding your assessment.

[Read more](#)

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

Home

Contact Us

Guest Book

Map Search

New Search

Real Property Display - Screen Produced 7/24/2025 11:14:58 AM

Account: **R175672355**

Type: **Residential**



Location:

1800 N TIMBER AVE

Building Name/Occupant:

Map Parcel

BETHANY

Owner Name 1:

BRADSHAW ELEANOR C

Parcel PIN#:

2913-17-567-2355

Owner Name 2:

1/4 section #:

2913

Owner Name 3:

Parent Acct:

Billing Address:

3401 N WINDSOR BLVD

Tax District:

TXD 581

City, State, Zip

OKLAHOMA CITY, OK 73122

School System:

Putnam City #1

Country: (If noted)

Land Size:

0.1763 Acres

Personal Property

Land Value: 23,424

Treasurer:

[Click to View Taxes](#)

Sect 29-T12N-R4W Qtr NE

LAKEWOOD Block 007 Lot 013

Subdivision Sales

Full Legal Description: LAKEWOOD 007 013

Photo & Sketch (if available)

Comp Sales (ordered by relevancy)

Comp Report



[1816 N WILBURN AVE BETHANY, OK](#)

04/03/2024

\$142,000

[7121 NW 19TH ST BETHANY, OK](#)

07/03/2024

\$132,000

[7104 NW 18TH ST BETHANY, OK](#)

06/02/2023

\$133,000

[7224 NW 17TH ST BETHANY, OK](#)

03/22/2024

\$125,000

[2121 N WILBURN PL BETHANY, OK](#)

12/13/2022

\$126,000

[1813 N TIMBER AVE BETHANY, OK](#)

03/10/2023

\$145,000

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

Year	Market Value	Taxable Mkt Value	Gross Assessed	Exemption	Net Assessed	Millage	Est. Tax	Tax Savings
2025	140,500	113,242	12,456	0	12,456	120.52	\$1,501	\$361
2024	136,500	107,850	11,862	0	11,862	120.52	\$1,430	\$380
2023	128,500	102,715	11,298	0	11,298	123.06	\$1,390	\$349
2022	114,000	97,824	10,760	0	10,760	112.54	\$1,211	\$200
2021	97,000	93,166	10,248	0	10,248	112.07	\$1,149	\$47

-- -- > >| [1/6]

Property Account Status/Adjustments/Exemptions

Account #	Grant Year	Exemption Description	Amount
R175672355	1999	5% Capped Account	0

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

Date	Type	Book	Page	Price	Grantor	Grantee
11/11/1911	>	Historical	0006	0000	0	BRADSHAW ELEANOR C

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

Year	Date	Market Value	Taxable Market Value	Gross Assessed	Exemption	Net Assessed
2025	02/14/2025	140,500		113,242	12,456	0
2024	02/13/2024	136,500		107,850	11,862	0
2023	02/14/2023	128,500		102,715	11,298	0
2022	03/15/2022	114,000		97,824	10,760	0
2021	03/19/2021	97,000		93,166	10,248	0

-- -- > >| [1/3]

Property Building Permit History

Issued	Permit #	Provided by	Bldg #	Description	Est Construction Cost	Status
--------	----------	-------------	--------	-------------	-----------------------	--------

No Building Permit records returned.

Click button on building number to access detailed information.

	Bldg #	Vacant/Improved Land	Bldg Description	Year Built	SqFt	# Stories
Click	1	Improved	Ranch 1 Story	1964	925	1 Stories

Agenda: 10/06/2026

Item: 8

BPWA Item: 2

**BETHANY CITY COUNCIL
BETHANY PUBLIC WORKS AUTHORITY**

From: Elizabeth Gray, City Manager
Date: October 6, 2026
Subject: Approval of Contract with Brewer Construction Oklahoma, LLC for Bids for Water and Wastewater Repair Services

BACKGROUND

This bid is to establish unit prices for work related to water and wastewater projects. This project is to be used on an as-needed basis for circumstances beyond normal staff operations. In the past there have been instances where repairs from outside contractors were required to address emergency situations for waterlines at 23rd and Council and 58th and Mueller that required water and wastewater repairs, whereby costs were not readily identified for the needed work. However, for the past three years we have had an on-call contract, and the contractor has been able to quickly remedy emergency and urgent repairs. This contract allows for unit costs to be established, so when an issue arises based on the infrastructure identified as needing repairs, the cost can be determined before the actual repair takes place eliminating the need for delays or new quotes. There are also time requirements for the contractor to arrive on site and start the repairs.

Bids were opened on September 3, 2026. City engineers, TEIM Design, recommend award to Brewer Construction Oklahoma, LLC, for the amount of \$999,871.00.

RECOMMENDATION

1. Approval of on-call services contract for Water and Wastewater Services to Brewer Construction Oklahoma, LLC for the bid amount of \$999,871.00.

ADDITIONAL COMMENTS





TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

September 22, 2026

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

Re: Water and Wastewater Repair Services

Dear Ms. Gray,

Attached for your review and disposition please find the BID Tabulation for the above-mentioned project. The bid was received, September 3, 2026, and the bid bond and affidavits were found to be in order. The bid was tabulated from the detailed bid form. The bids is as follows:

<u>Company</u>	<u>Total Base Bid</u>
Brewer Construction Oklahoma, LLC	\$999,871.00
Engineers Estimate	\$1,168,680.00

Therefore, we recommend award of the contract to Brewer Construction Oklahoma, LLC for the base bid amount of \$999,871.00. We have attached the executed contact and bonds from Brewer Construction Oklahoma, LLC.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "RW", with a stylized flourish at the end.

Robbie Williams, PE

Attachment: Contract and Bonds
Bid Tabulation

CONTRACT AND BONDS

CONSTRUCTION CONTRACT

This Contract is made and entered into on the 6th day of October, 2026, by and between the City of Bethany, an Oklahoma Municipal Corporation, hereinafter called "City," and Brewer Construction Oklahoma, LLC a(n) LLC, hereinafter called "Contractor."

WITNESSETH:

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

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

Water and Wastewater Repair Services

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

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

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

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

Nine hundred ninety nine thousand eight hundred seventy one and 00/100 Dollars (\$999,871.00).

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

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

and activities an independent contractor, and not an employee, agent, or servant of the City of Bethany. The tort liability of the City of Bethany is exclusively governed by the Oklahoma Governmental Tort Claims Act.

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

If to the City:

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

If to Contractor:

Brewer Construction Oklahoma, LLC
8301 SW 8th Street
Oklahoma City, OK 73128

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on the day and year last written below.

The City of Bethany,
an Oklahoma Municipal Corporation

Mayor's Signature

Date

(SEAL)

ATTEST:

City Clerk

Approved as to form:

City Attorney

Date: _____

Brewer Construction Oklahoma, LLC,
Contractor

a(n) LLC

Kevin Brewer
Signature

Printed Name

Manager
Title



ATTEST:

Michael Rybicki
Secretary and/or Witness
Michael Rybicki

NON-COLLUSION AFFIDAVIT

State of Oklahoma)
) ss.
County of Oklahoma)

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


Signature
Kevin Brewer
Printed Name/Title

Subscribed and sworn to before me this 22 day of September, 2026.




Notary Public

My Commission Expires: 9/13/27
My Commission Number: 19009322

CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Brewer Construction Oklahoma, LLC, as Principal, and Great American Insurance Company, as Surety, are held and firmly bound unto the CITY OF BETHANY of the State of Oklahoma and the State of Oklahoma, hereinafter referred to as the Government, in the full and just sum Of Nine hundred ninety nine thousand eight hundred seventy one dollars and zero cents (\$999,871.00) for the payment of which, well and truly to be made, we and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 6th day of October, A.D., 20 26.

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

**WATER AND WASTEWATER REPAIR SERVICES
CITY OF BETHANY, OKLAHOMA**

and has entered into a certain written contract with the CITY OF BETHANY on the 6th day of October, 2026, for the erection and construction of said work and improvement all in compliance with the plans and specifications therefor, made a part of said contract and on file in the office of the City Clerk, and said contract is hereby made a part and parcel of this bond as if literally written herein.

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

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

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

Brewer Construction Oklahoma, LLC

ATTEST:

Michael Rybicki
Secretary *Witness*
Michael Rybicki

By Kevin Brewer
Principal
Kevin Brewer



Manager

ATTEST:

[Signature]
Secretary

By Jamene Stephens
Surety



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

City Attorney

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Brewer Construction Oklahoma, LLC, as Principal, and Great American Insurance Company, as Surety, are held and firmly bound unto the CITY OF BETHANY of the State of Oklahoma, in the full and just sum of Nine hundred ninety nine thousand eight hundred seventy one dollars and zero cents (\$999,871.00), such sum being equal to the contract amount for a period of one (1) year and thereafter for a period of one (1) year for the sum of One hundred forty nine thousand nine hundred eighty dollars and sixty five cents (\$149,980.65), such sum being not less than 15% of the contract price, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 6th day of October, A.D., 20 26.

The conditions of this obligation are such, that whereas, said Principal, has a certain contract between Brewer Construction Oklahoma, LLC and the CITY OF BETHANY dated this 6th day of October, 2026, agreed to construct in the City of Bethany:

**WATER AND WASTEWATER REPAIR SERVICES
CITY OF BETHANY, OKLAHOMA**

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

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

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

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

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

ATTEST:

Michael Rybicki
Secretary *Witness*
Michael Rybicki

Brewer Construction Oklahoma, LLC



By Kevin Brewer
Principal
Manager

ATTEST:

[Signature]
Secretary

By Jasmine Stephens
Surety



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

City Attorney

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Brewer Construction Oklahoma, LLC, as Principal, and Great American Insurance Company, as Surety, are held and firmly bound unto the STATE OF OKLAHOMA in the sum of Nine hundred ninety nine thousand eight hundred seventy one dollars and zero cents (\$999,871.00), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 6th day of October, A.D., 2026.

The conditions of this obligation are such, that whereas, the above Bonded Principal Brewer Construction Oklahoma, LLC is the lowest and best bidder for the making of the following municipal work and improvements, viz:

**WATER AND WASTEWATER REPAIR SERVICES
CITY OF BETHANY, OKLAHOMA**

and has entered into a certain written contract with the CITY OF BETHANY on the 6th day of October, 2026, for the erection and construction of said work and improvement, in exact accordance with the bid of said Principal, and according to certain plans and specifications heretofore made, adopted and placed on file in the office of the City Clerk of the CITY OF BETHANY.

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

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

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

ATTEST:

Michael Rybicki
Secretary *Witness*
Michael Rybicki

Brewer Construction Oklahoma, LLC

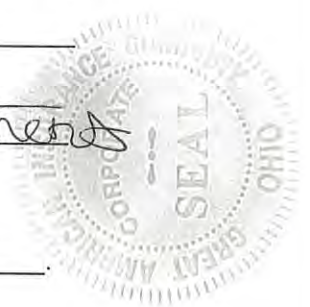
By *Kevin Brewer*
Principal *Kevin Brewer*



ATTEST:

Heena Farooq
Secretary

Jasmine Stephens
By *Jasmine Stephens*
Surety



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

City Attorney

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than TEN

No. 0 22209

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
RYAN ADAMS	ALL OF	ALL
KIM BRATE	TULSA, OKLAHOMA	\$100,000,000
DONNA BAKER		
JASMINE STEPHENS		
TONY GISSENDANER		
REBECCA HILL		
DIANE KERN		
BECKY HILL		
MARK PRIESS		
MICHELLE RAKES		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 25TH day of JULY, 2025

Attest

GREAT AMERICAN INSURANCE COMPANY



My L C. B.

Assistant Secretary

John K. Webster

Divisional Senior Vice President

JOHN K. WEBSTER (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 25TH day of JULY, 2025, before me personally appeared JOHN K. WEBSTER, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2030

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 6th day of October, 2026



My L C. B.

Assistant Secretary



BREWCON-04

JSTEPHENS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/18/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 100101891 Hub International Mid-America 6100 S. Yale Avenue Suite 1900 Tulsa, OK 74136	CONTACT NAME: Jasmine Stephens		
	PHONE (A/C, No, Ext): (405) 863-9821 FAX (A/C, No):		
	E-MAIL ADDRESS: jasmine.stephens@hubinternational.com		
INSURED Brewer Construction Oklahoma LLC PO Box 82457 Oklahoma City, OK 73148-0457	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: The Continental Insurance Company		35289
	INSURER B: Transportation Insurance Company		20494
	INSURER C: Valley Forge Insurance Company		20508
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			6079811593	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			6079811609	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			6079811626	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	6079811612	1/1/2026	1/1/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater			6079811593	1/1/2026	1/1/2027	Leased/Rented Equip. 600,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

BID TABULATION - 09-03-2026
BETHANY - WATER AND WASTEWATER REPAIR SERVICES

				Engineers Estimate		Brewer Construction Oklahoma LLC	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Trench Excavation and Backfill (0 - 10')	LF	100.00	\$ 310.00	\$ 31,000.00	\$ 131.00	\$ 13,100.00
2	Trench Excavation and Backfill (10' - 15')	LF	100.00	\$ 460.00	\$ 46,000.00	\$ 236.00	\$ 23,600.00
3	Unclassified Excavation	CY	50.00	\$ 40.00	\$ 2,000.00	\$ 50.00	\$ 2,500.00
4	1" Single Short Service Connection w/ 2" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00	\$ 5,300.00	\$ 5,300.00	\$ 3,300.00	\$ 3,300.00
5	1" Single Long Service (Street Bore) Connection w/ 2" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00	\$ 8,000.00	\$ 8,000.00	\$ 5,984.00	\$ 5,984.00
6	1" Single Short Service Connection w/ 4" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00	\$ 5,300.00	\$ 5,300.00	\$ 3,538.00	\$ 3,538.00
7	1" Single Long Service (Street Bore) Connection w/ 4" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00	\$ 8,100.00	\$ 8,100.00	\$ 6,019.00	\$ 6,019.00
8	4" D.I.P. Waterline (P.C. 350) w/ 8 mil poly wrap	LF	50.00	\$ 60.00	\$ 3,000.00	\$ 72.00	\$ 3,600.00
9	4" P.V.C. Waterline (AWWA C900, DR 14)	LF	50.00	\$ 60.00	\$ 3,000.00	\$ 23.00	\$ 1,150.00
10	6" D.I.P. Waterline (P.C. 350) w/ 8 mil poly wrap	LF	50.00	\$ 80.00	\$ 4,000.00	\$ 55.00	\$ 2,750.00
11	6" P.V.C. Waterline (AWWA C900, DR 14)	LF	50.00	\$ 60.00	\$ 3,000.00	\$ 31.00	\$ 1,550.00
12	1" Single Short Service Connection w/ 6" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00	\$ 5,400.00	\$ 5,400.00	\$ 3,558.00	\$ 3,558.00
13	1" Single Long Service (Street Bore) Connection w/ 6" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00	\$ 8,100.00	\$ 8,100.00	\$ 6,039.00	\$ 6,039.00
14	8" D.I.P. Waterline (P.C. 350) w/ 8 mil poly wrap	LF	50.00	\$ 90.00	\$ 4,500.00	\$ 73.00	\$ 3,650.00
15	8" P.V.C. Waterline (AWWA C900, DR 14)	LF	50.00	\$ 80.00	\$ 4,000.00	\$ 43.00	\$ 2,150.00
16	1" Single Short Service Connection w/ 8" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00	\$ 5,400.00	\$ 5,400.00	\$ 3,581.00	\$ 3,581.00
17	1" Single Long Service (Street Bore) Connection w/ 8" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00	\$ 8,200.00	\$ 8,200.00	\$ 6,062.00	\$ 6,062.00
18	10" P.V.C. Waterline (AWWA C905, Pressure Class 150 P.S.I.)	LF	50.00	\$ 105.00	\$ 5,250.00	\$ 57.00	\$ 2,850.00
19	1" Single Service Connection w/ 10" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00	\$ 5,400.00	\$ 5,400.00	\$ 3,607.00	\$ 3,607.00
20	1" Single Long Service (Street Bore) Connection w/ 10" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00	\$ 8,200.00	\$ 8,200.00	\$ 6,088.00	\$ 6,088.00
21	12" D.I.P. Waterline (P.C. 350) w/ 8 mil poly wrap	LF	50.00	\$ 132.00	\$ 6,600.00	\$ 97.00	\$ 4,850.00
22	12" P.V.C. Waterline (AWWA C900, DR 14)	LF	50.00	\$ 140.00	\$ 7,000.00	\$ 76.00	\$ 3,800.00
23	1" Single Short Service Connection w/ 12" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00	\$ 5,500.00	\$ 5,500.00	\$ 3,687.00	\$ 3,687.00
24	1" Single Long Service (Street Bore) Connection w/ 12" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00	\$ 5,200.00	\$ 5,200.00	\$ 6,168.00	\$ 6,168.00
25	16" P.V.C. Waterline (AWWA C905, Pressure Class 200 P.S.I.)	LF	50.00	\$ 165.00	\$ 8,250.00	\$ 70.00	\$ 3,500.00
26	Filter Fabric	SY	100.00	\$ 25.00	\$ 2,500.00	\$ 7.00	\$ 700.00
27	Fittings	LBS	500.00	\$ 40.00	\$ 20,000.00	\$ 15.00	\$ 7,500.00
28	Mega-Lug Series 1104	EA.	2.00	\$ 125.00	\$ 250.00	\$ 396.00	\$ 792.00
29	Mega-Lug, Series 1106	EA	2.00	\$ 155.00	\$ 310.00	\$ 416.00	\$ 832.00
30	Mega-Lug, Series 1108	EA	2.00	\$ 200.00	\$ 400.00	\$ 447.00	\$ 894.00
31	Mega-Lug, Series 1110	EA	2.00	\$ 275.00	\$ 550.00	\$ 550.00	\$ 1,100.00
32	Mega-Lug, Series 1112	EA	2.00	\$ 340.00	\$ 680.00	\$ 603.00	\$ 1,206.00
33	Mega-Lug, Series 1116	EA	2.00	\$ 570.00	\$ 1,140.00	\$ 822.00	\$ 1,644.00
34	Mega-Lug, Series 1118	EA	2.00	\$ 765.00	\$ 1,530.00	\$ 945.00	\$ 1,890.00
35	Mega-Lug, Series 1120	EA	2.00	\$ 910.00	\$ 1,820.00	\$ 1,058.00	\$ 2,116.00
36	Mega-Lug, Series 1124	EA	2.00	\$ 900.00	\$ 1,800.00	\$ 1,327.00	\$ 2,654.00
37	Mega-Lug Series 2004PV	EA.	2.00	\$ 130.00	\$ 260.00	\$ 406.00	\$ 812.00
38	Mega-Lug, Series 2006PV	EA	2.00	\$ 170.00	\$ 340.00	\$ 428.00	\$ 856.00
39	Mega-Lug, Series 2008PV	EA	2.00	\$ 240.00	\$ 480.00	\$ 464.00	\$ 928.00
40	Mega-Lug, Series 2010PV	EA	2.00	\$ 350.00	\$ 700.00	\$ 613.00	\$ 1,226.00
41	Mega-Lug, Series 2012PV	EA	2.00	\$ 530.00	\$ 1,060.00	\$ 624.00	\$ 1,248.00
42	Mega-Lug, Series 2016PV	EA	2.00	\$ 680.00	\$ 1,360.00	\$ 917.00	\$ 1,834.00
43	Meter Relocation	EA	5.00	\$ 1,600.00	\$ 8,000.00	\$ 2,755.00	\$ 13,775.00
44	2" Gate Valve and Box	EA.	1.00	\$ 1,325.00	\$ 1,325.00	\$ 1,164.00	\$ 1,164.00
45	4" Gate Valve & Box	EA.	1.00	\$ 1,600.00	\$ 1,600.00	\$ 1,422.00	\$ 1,422.00
46	6" Gate Valve & Box	EA	1.00	\$ 2,100.00	\$ 2,100.00	\$ 1,823.00	\$ 1,823.00
47	8" Gate Valve & Box	EA	1.00	\$ 3,100.00	\$ 3,100.00	\$ 2,622.00	\$ 2,622.00
48	10" Gate Valve & Box	EA	1.00	\$ 4,700.00	\$ 4,700.00	\$ 3,824.00	\$ 3,824.00
49	12" Gate Valve & Box	EA	1.00	\$ 600.00	\$ 600.00	\$ 4,769.00	\$ 4,769.00
50	16" Gate Valve & Box	EA	1.00	\$ 16,000.00	\$ 16,000.00	\$ 14,642.00	\$ 14,642.00
51	Waterline Disinfection and Testing	LF	500.00	\$ 8.00	\$ 4,000.00	\$ 9.00	\$ 4,500.00
52	Fire Hydrant (Complete) (Includes Removal of Existing Hydrant)	EA	2.00	\$ 12,000.00	\$ 24,000.00	\$ 7,634.00	\$ 15,268.00
53	6" Tapping Valve and Sleeve and Tap	EA	1.00	\$ 5,900.00	\$ 5,900.00	\$ 5,921.00	\$ 5,921.00
54	8" Tapping Valve and Sleeve and Tap	EA	1.00	\$ 8,000.00	\$ 8,000.00	\$ 7,767.00	\$ 7,767.00
55	12" Tapping Valve and Sleeve and Tap	EA	1.00	\$ 14,000.00	\$ 14,000.00	\$ 11,674.00	\$ 11,674.00
56	16" Tapping Valve and Sleeve and Tap	EA	1.00	\$ 31,000.00	\$ 31,000.00	\$ 28,197.00	\$ 28,197.00
57	Waterline Insertion Stopple (4")	EA	1.00	\$ 8,600.00	\$ 8,600.00	\$ 9,549.00	\$ 9,549.00
58	Waterline Insertion Stopple (6")	EA	1.00	\$ 12,500.00	\$ 12,500.00	\$ 10,069.00	\$ 10,069.00
59	Waterline Insertion Stopple (8")	EA	1.00	\$ 17,000.00	\$ 17,000.00	\$ 10,849.00	\$ 10,849.00

BID TABULATION - 09-03-2026
BETHANY - WATER AND WASTEWATER REPAIR SERVICES

				Engineers Estimate		Brewer Construction Oklahoma LLC	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
60	Waterline Insertion Stopple (10")	EA	1.00	\$ 21,500.00	\$ 21,500.00	\$ 16,569.00	\$ 16,569.00
61	Waterline Insertion Stopple (12")	EA	1.00	\$ 27,300.00	\$ 27,300.00	\$ 18,519.00	\$ 18,519.00
62	Insta Valve (Stainless Steel) (4")	EA.	1.00	\$ 13,375.00	\$ 13,375.00	\$ 11,759.00	\$ 11,759.00
63	Insta Valve (Stainless Steel) (6")	EA	1.00	\$ 16,000.00	\$ 16,000.00	\$ 12,669.00	\$ 12,669.00
64	Insta Valve (Stainless Steel) (8")	EA	1.00	\$ 21,000.00	\$ 21,000.00	\$ 13,449.00	\$ 13,449.00
65	Insta Valve (Stainless Steel) (10")	EA	1.00	\$ 26,000.00	\$ 26,000.00	\$ 20,469.00	\$ 20,469.00
66	Insta Valve (Stainless Steel) (12")	EA	1.00	\$ 32,000.00	\$ 32,000.00	\$ 22,419.00	\$ 22,419.00
67	2" Blow-Off Valve	EA	1.00	\$ 5,500.00	\$ 5,500.00	\$ 2,240.00	\$ 2,240.00
68	2" Air Vacuum / Air Release Valve	EA	1.00	\$ 12,000.00	\$ 12,000.00	\$ 2,340.00	\$ 2,340.00
69	4' Dia. Manhole	EA	1.00	\$ 7,500.00	\$ 7,500.00	\$ 7,875.00	\$ 7,875.00
70	Extra Depth Manhole (4')	VF	10.00	\$ 325.00	\$ 3,250.00	\$ 338.00	\$ 3,380.00
71	5' Dia. Manhole	EA	1.00	\$ 8,500.00	\$ 8,500.00	\$ 9,000.00	\$ 9,000.00
72	Extra Depth Manhole (5')	VF	10.00	\$ 425.00	\$ 4,250.00	\$ 450.00	\$ 4,500.00
73	6' Dia. Manhole	EA	1.00	\$ 9,500.00	\$ 9,500.00	\$ 10,125.00	\$ 10,125.00
74	Extra Depth Manhole (6')	VF	10.00	\$ 530.00	\$ 5,300.00	\$ 563.00	\$ 5,630.00
75	Manhole Ring and Lid	EA	5.00	\$ 1,400.00	\$ 7,000.00	\$ 1,406.00	\$ 7,030.00
76	6" Sanitary Sewer Line	LF	50.00	\$ 58.00	\$ 2,900.00	\$ 63.00	\$ 3,150.00
77	6" P.V.C. Sanitary Sewer Line (Dr-18, Pressure Class 150 P.S.I..)	LF	50.00	\$ 64.00	\$ 3,200.00	\$ 70.00	\$ 3,500.00
78	8" Sanitary Sewer Line	LF	50.00	\$ 70.00	\$ 3,500.00	\$ 75.00	\$ 3,750.00
79	8" P.V.C. Sanitary Sewer Line (Dr-18, Pressure Class 150 P.S.I..)	LF	50.00	\$ 75.00	\$ 3,750.00	\$ 81.00	\$ 4,050.00
80	10" Sanitary Sewer Line	LF	50.00	\$ 80.00	\$ 4,000.00	\$ 87.00	\$ 4,350.00
81	12" Sanitary Sewer Line	LF	50.00	\$ 85.00	\$ 4,250.00	\$ 92.00	\$ 4,600.00
82	18" Sanitary Sewer Line	LF	50.00	\$ 105.00	\$ 5,250.00	\$ 115.00	\$ 5,750.00
83	6" X 4" Wye	EA	5.00	\$ 160.00	\$ 800.00	\$ 225.00	\$ 1,125.00
84	8" X 4" Wye	EA	5.00	\$ 165.00	\$ 825.00	\$ 236.00	\$ 1,180.00
85	10" X 4" Wye	EA	5.00	\$ 170.00	\$ 850.00	\$ 641.00	\$ 3,205.00
86	12" X 4" Wye	EA	5.00	\$ 175.00	\$ 875.00	\$ 848.00	\$ 4,240.00
87	4" Riser Pipe	LF	120.00	\$ 25.00	\$ 3,000.00	\$ 34.00	\$ 4,080.00
88	Sanitary Sewer Line Testing	LF	400.00	\$ 8.00	\$ 3,200.00	\$ 9.00	\$ 3,600.00
89	Television Inspection (Sanitary Sewer)	LF	100.00	\$ 14.00	\$ 1,400.00	\$ 14.00	\$ 1,400.00
90	Rehab. Existing Manhole	EA	1.00	\$ 3,700.00	\$ 3,700.00	\$ 3,938.00	\$ 3,938.00
91	12" Steel Casing by Boring	LF	40.00	\$ 530.00	\$ 21,200.00	\$ 591.00	\$ 23,640.00
92	16" Steel Casing by Boring	LF	40.00	\$ 710.00	\$ 28,400.00	\$ 788.00	\$ 31,520.00
93	18" Steel Casing by Boring	LF	40.00	\$ 790.00	\$ 31,600.00	\$ 872.00	\$ 34,880.00
94	20" Steel Casing by Boring	LF	40.00	\$ 900.00	\$ 36,000.00	\$ 984.00	\$ 39,360.00
95	30" Steel Casing by Boring	LF	40.00	\$ 1,320.00	\$ 52,800.00	\$ 1,446.00	\$ 57,840.00
96	2" PVC SCH 80 Pipe	LF	50.00	\$ 10.00	\$ 500.00	\$ 11.00	\$ 550.00
97	3" PVC SCH 80 Pipe	LF	50.00	\$ 16.00	\$ 800.00	\$ 17.00	\$ 850.00
98	4" PVC SCH 80 Pipe	LF	50.00	\$ 22.00	\$ 1,100.00	\$ 23.00	\$ 1,150.00
99	Pipe Bursting (6") OKC Spec. Sec. 615)	LF	100.00	\$ 200.00	\$ 20,000.00	\$ 214.00	\$ 21,400.00
100	Pipe Bursting (8") OKC Spec. Sec. 615)	LF	100.00	\$ 210.00	\$ 21,000.00	\$ 225.00	\$ 22,500.00
101	Pipe Bursting (10") OKC Spec. Sec. 615)	LF	100.00	\$ 220.00	\$ 22,000.00	\$ 236.00	\$ 23,600.00
102	Pipe Bursting (12") OKC Spec. Sec. 615)	LF	100.00	\$ 270.00	\$ 27,000.00	\$ 281.00	\$ 28,100.00
103	Re-Connect Sanitary Sewer Service for Pipe Bursting	EA	5.00	\$ 800.00	\$ 4,000.00	\$ 1,294.00	\$ 6,470.00
104	Sanitary Sewer By-Pass Pumping (0 to 750 GPM) (Per Day)	EA	2.00	\$ 4,300.00	\$ 8,600.00	\$ 4,725.00	\$ 9,450.00
105	Sanitary Sewer By-Pass Pumping (751 to 12,500 GPM) (Per Day)	EA	3.00	\$ 6,400.00	\$ 19,200.00	\$ 6,975.00	\$ 20,925.00
106	Remove and Replace Chainlink Fence (4' Height)	LF	100.00	\$ 30.00	\$ 3,000.00	\$ 40.00	\$ 4,000.00
107	Remove and Replace Stockade Fence (6' Height)	LF	100.00	\$ 35.00	\$ 3,500.00	\$ 50.00	\$ 5,000.00
108	Solid Slab Sod (Area from 0-200SY)	SY	200.00	\$ 8.00	\$ 1,600.00	\$ 13.00	\$ 2,600.00
109	Solid Slab Sod (Area from 200SY-2000SY)	SY	1,000.00	\$ 6.00	\$ 6,000.00	\$ 7.00	\$ 7,000.00
110	Saw Cutting	LF	250.00	\$ 15.00	\$ 3,750.00	\$ 10.00	\$ 2,500.00
111	ODOT Type A Aggregate Base	TON	50.00	\$ 75.00	\$ 3,750.00	\$ 90.00	\$ 4,500.00
112	1" Crusher Run Rock	Ton	50.00	\$ 75.00	\$ 3,750.00	\$ 70.00	\$ 3,500.00
113	Crushed Rock Pipe Foundation, ASTM C-33 Gradation 67 (3/4" TO NO. 4)	TON	50.00	\$ 75.00	\$ 3,750.00	\$ 100.00	\$ 5,000.00
114	Filter Fabric Silt Fence	LF	100.00	\$ 5.00	\$ 500.00	\$ 7.00	\$ 700.00
115	4" Paving Markings (Paint)	LF	250.00	\$ 5.00	\$ 1,250.00	\$ 3.00	\$ 750.00
116	24" Wide Traffic Stripe (Paint)	LF	100.00	\$ 35.00	\$ 3,500.00	\$ 20.00	\$ 2,000.00
117	Thermoplastic Traffic Arrows (ODOT)	EA	5.00	\$ 530.00	\$ 2,650.00	\$ 132.00	\$ 660.00
118	Thermoplastic Traffic Words (ODOT)	EA	5.00	\$ 530.00	\$ 2,650.00	\$ 250.00	\$ 1,250.00

BID TABULATION - 09-03-2026
BETHANY - WATER AND WASTEWATER REPAIR SERVICES

				Engineers Estimate		Brewer Construction Oklahoma LLC	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
119	Asphalt Pavement Removal	SY	50.00	\$ 15.00	\$ 750.00	\$ 50.00	\$ 2,500.00
120	Concrete Pavement Removal	SY	50.00	\$ 15.00	\$ 750.00	\$ 50.00	\$ 2,500.00
121	6" High Early Strength P.C. Concrete Paving	SY	50.00	\$ 320.00	\$ 16,000.00	\$ 195.00	\$ 9,750.00
122	1" Additional High Early Strength P.C. Concrete Paving	SY	50.00	\$ 53.00	\$ 2,650.00	\$ 20.00	\$ 1,000.00
123	Asphalt Concrete Type A (PG 64-22OK)	TON	50.00	\$ 320.00	\$ 16,000.00	\$ 240.00	\$ 12,000.00
124	Asphalt Concrete Type B (PG 64-22OK)	TON	50.00	\$ 320.00	\$ 16,000.00	\$ 280.00	\$ 14,000.00
125	Survey by Oklahoma Licensed Register Land Surveyor (4 hour minimum)	HR	50.00	\$ 370.00	\$ 18,500.00	\$ 200.00	\$ 10,000.00
126	Traffic Contol	LSUM	1.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
127	Trench Excavation and Backfill (0' - 5')	LF	100.00	\$ 165.00	\$ 16,500.00	\$ 69.00	\$ 6,900.00
128	Stainless Steel Pipe Repair Clamp (4") (Ford FS Style or Approved Equal)	EA	1.00	\$ 3,000.00	\$ 3,000.00	\$ 2,373.00	\$ 2,373.00
129	Stainless Steel Pipe Repair Clamp (6") (Ford FS Style or Approved Equal)	EA	1.00	\$ 3,500.00	\$ 3,500.00	\$ 2,394.00	\$ 2,394.00
130	Stainless Steel Pipe Repair Clamp (8") (Ford FS Style or Approved Equal)	EA	1.00	\$ 4,500.00	\$ 4,500.00	\$ 2,634.00	\$ 2,634.00
131	Stainless Steel Pipe Repair Clamp (10") (Ford FS Style or Approved Equal)	EA	1.00	\$ 5,000.00	\$ 5,000.00	\$ 2,694.00	\$ 2,694.00
132	Stainless Steel Pipe Repair Clamp (12") (Ford FS Style or Approved Equal)	EA	1.00	\$ 6,900.00	\$ 6,900.00	\$ 3,042.00	\$ 3,042.00
133	Bonds	LSUM	1.00	\$ 35,000.00	\$ 35,000.00	\$ 18,750.00	\$ 18,750.00
BASE BID TOTAL					\$ 1,168,680.00	\$ 999,871.00	

Agenda: 10/06/2026

Item: 9

BPWA Item: 3

**BETHANY CITY COUNCIL
BETHANY PUBLIC WORKS AUTHORITY**

From: Elizabeth Gray, City Manager
Date: October 6, 2026
Subject: Approval of Contract with Rudy Construction Company for Bids for Concrete Paving, Asphalt Paving and Drainage Repair Services

BACKGROUND

This bid is to establish unit prices for work related to concrete paving, asphalt paving and drainage projects. This project is to be used on an as-needed basis for circumstances beyond normal staff operations. In the past there have been instances where repairs from outside contractors were required to address emergency situations for waterlines at 23rd and Council and 58th and Mueller that required pavement and storm sewer removal and replacement, whereby costs were not readily identified for the needed work. However, for the past three years we have had an on-call contract, and the contractor has been able to quickly remedy emergency and urgent repairs. This contract allows for unit costs to be established, so when an issue arises based on the infrastructure identified as needing repairs, the cost can be determined before the actual repair takes place eliminating the need for delays or new quotes. There are also time requirements for the contractor to arrive on site and start the repairs.

Bids were opened on September 3, 2026. City engineers, TEIM Design, recommend award to Rudy Construction Company, for the amount of \$634,800.00.

RECOMMENDATION

1. Approval of on-call services contract for Concrete Paving, Asphalt Paving and Drainage Repair Services to Rudy Construction Company for the bid amount of \$634,800.00.

ADDITIONAL COMMENTS





TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

September 22, 2026

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

Re: Concrete Paving, Asphalt Paving and Drainage Repair Services

Dear Ms. Gray,

Attached for your review and disposition please find the BID Tabulation for the above-mentioned project. The bids were received, September 3, 2026, and all bid bonds and affidavits were found to be in order. The bids were tabulated from the detailed bid forms. The bids are as follows:

<u>Company</u>	<u>Total Base Bid</u>
Rudy Construction Co.	\$634,800.00
Brewer Construction Oklahoma, LLC	\$660,850.00
Engineers Estimate	\$720,842.00

Therefore, we recommend award of the contract to Rudy Construction Co. for the base bid amount of \$634,800.00. We have attached the executed contract and bonds from Rudy Construction Co.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "RW", with a stylized flourish at the end.

Robbie Williams, PE

Attachment: Contract and Bonds
Bid Tabulation

CONTRACT AND BONDS

CONSTRUCTION CONTRACT

This Contract is made and entered into on the 6th day of October, 2026, by and between the City of Bethany, an Oklahoma Municipal Corporation, hereinafter called "City," and Rudy Construction Co. a(n) Company, hereinafter called "Contractor."

WITNESSETH:

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

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

Concrete Paving, Asphalt Paving and Drainage Repair Services

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

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

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

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

Six hundred thirty four thousand eight hundred dollars and 00/100 Dollars (\$634,800.00).

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

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

and activities an independent contractor, and not an employee, agent, or servant of the City of Bethany. The tort liability of the City of Bethany is exclusively governed by the Oklahoma Governmental Tort Claims Act.

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

If to the City:

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

If to Contractor:

Rudy Construction Co.
3101 NE 63rd Street
Oklahoma City, OK 73121

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on the day and year last written below.

The City of Bethany,
an Oklahoma Municipal Corporation

Mayor's Signature

Date

(SEAL)

ATTEST:

City Clerk

Approved as to form:

City Attorney

Date: _____



Rudy Construction Co.,
Contractor

a(n) Company

Shane Allen
Signature

Shane Allen
Printed Name

Vice President
Title

Title

ATTEST:

Kari Denny
Secretary and/or Witness

NON-COLLUSION AFFIDAVIT

State of Oklahoma)
) ss.
County of Oklahoma)

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

Shane Allen

Signature
Shane Allen, Vice President
Printed Name/Title

Subscribed and sworn to before me this 16 day of September, 2026.

(SEAL)



Kati Ratliff
Notary Public

My Commission Expires: 09/24/30
My Commission Number: 10008003

CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS:

Bond No.: 108515954

That we, Rudy Construction Co., as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto the CITY OF BETHANY of the State of Oklahoma and the State of Oklahoma, hereinafter referred to as the Government, in the full and just sum Of Six hundred thirty four thousand eight hundred dollars and zero cents (\$634,800.00) for the payment of which, well and truly to be made, we and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 16th day of September, A.D., 2026.

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

**CONCRETE PAVING, ASPHALT PAVING AND DRAINAGE REPAIR SERVICES
CITY OF BETHANY, OKLAHOMA**

and has entered into a certain written contract with the CITY OF BETHANY on the 6th day of October, 2026, for the erection and construction of said work and improvement all in compliance with the plans and specifications therefor, made a part of said contract and on file in the office of the City Clerk, and said contract is hereby made a part and parcel of this bond as if literally written herein.

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

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

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

Rudy Construction Co.

ATTEST:

Kati Ratliff
~~Secretary~~ Kati Ratliff, Witness

By Shane Allen
Principal Shane Allen, Vice President



Travelers Casualty and Surety Company of America

ATTEST:

Jana Taylor
~~Secretary~~ Jana Taylor, Witness

By Dillon Rosenhamer
Surety Dillon Rosenhamer, Attorney-in-Fact



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

City Attorney

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

Bond No.: 108515954

That we, Rudy Construction Co., as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto the STATE OF OKLAHOMA in the sum of Six hundred thirty four thousand eight hundred dollars and zero cents (\$634,800.00), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 16th day of September, A.D., 2026.

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

CONCRETE PAVING, ASPHALT PAVING AND DRAINAGE REPAIR SERVICES CITY OF BETHANY, OKLAHOMA

and has entered into a certain written contract with the CITY OF BETHANY on the 6th day of October, 2026, for the erection and construction of said work and improvement, in exact accordance with the bid of said Principal, and according to certain plans and specifications heretofore made, adopted and placed on file in the office of the City Clerk of the CITY OF BETHANY.

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

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

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

ATTEST:


~~Secretary~~

Kati Ratliff, Witness

Rudy Construction Co.

By


Principal

Shane Allen, Secretary



ATTEST:


~~Secretary~~

Jana Taylor, Witness

Travelers Casualty and Surety Company of America

By


Surety

Dillon Rosenhamer, Attorney-in-Fact



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

City Attorney

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

Bond No.: 108515954

That we, Rudy Construction Co., as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto the CITY OF BETHANY of the State of Oklahoma, in the full and just sum of Six hundred thirty four thousand eight hundred dollars and zero cents (\$634,800.00), such sum being equal to the contract amount for a period of one (1) year and thereafter for a period of four (4) years for the sum of Ninety five thousand two hundred twenty dollars and zero cents (\$95,220.00), such sum being not less than 15% of the contract price, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 16th day of September, A.D., 2026.

The conditions of this obligation are such, that whereas, said Principal, has a certain contract between Rudy Construction Co. and the CITY OF BETHANY dated this 6th day of October, 2026, agreed to construct in the City of Bethany:

**CONCRETE PAVING, ASPHALT PAVING AND DRAINAGE REPAIR SERVICES
CITY OF BETHANY, OKLAHOMA**

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

NOW, THEREFORE, if the said Principal shall pay or cause to be paid to the Authority all damage, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of **five (5) years** from and after acceptance of said project by the Authority; and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all sub-contractors; and if Principal shall save and hold the Authority harmless from all damages, loss, and expense occasioned by or resulting from any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further agreed that if the said Principal or Surety herein shall fail to maintain said improvements against any failure due to defective workmanship and/or materials for a period of **five (5) years** and at any time repairs shall be necessary that the cost of making repairs shall be determined by the CITY OF BETHANY, or some person(s) designated by them to ascertain the same, and if, upon thirty (30) days notice, the said amount ascertained shall not be paid by the Principal or Surety herein, or if the necessary repairs are not made, that said amount shall become due upon the expiration of thirty (30) days and suit may be maintained to recover the amount so determined in any Court of competent jurisdiction. And that the amount so determined shall be conclusive upon the parties as to the amount due on this bond for the repair or repairs included therein, and that the cost of all repairs shall be so determined from time to time during the life of this bond as the condition of the improvements may require.

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

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

ATTEST:

Kati Ratliff
~~Secretary~~ Kati Ratliff, Witness

Rudy Construction Co.

By Shane Allen
Principal Shane Allen, Vice President



ATTEST:

Jana Taylor
~~Secretary~~ Jana Taylor, Witness

Travelers Casualty and Surety Company of America

By Dillon Rosenhamer
Surety Dillon Rosenhamer, Attorney-in-Fact



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

City Attorney



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

POWER OF ATTORNEY

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **13th** day of **May**, **2026**.



State of Connecticut

City of Hartford ss.

On this the **13th** day of **May**, **2026**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President, Surety, Bond & Specialty Insurance, of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

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

My Commission expires the **31st** day of **March**, **2031**



By: 
Bryce Grissom, Senior Vice President

Marie E. Sorensen, Notary Public

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

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

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

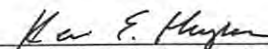
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice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

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

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

Dated this **16th** day of **September**, **2026**




Kevin E. Hughes, Assistant Secretary

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



RUDYCON02C

JMAYORGA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/16/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INSURICA 5100 N. Classen Blvd, #300 Oklahoma City, OK 73118	CONTACT NAME: Jasmin Mayorga, CISR, CRIS	
	PHONE (A/C, No, Ext): (405) 556-2288	FAX (A/C, No): (405) 556-2332
INSURED Rudy Construction Co. P.O. Box 14575 Oklahoma City, OK 73113	E-MAIL ADDRESS: Jasmin.Mayorga@INSURICA.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Zurich American Insurance Company	NAIC # 16535
	INSURER B: Navigators Specialty Insurance Company	NAIC # 36056
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X		GLO450386608	11/1/2025	11/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 100,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			BAP450386708	11/1/2025	11/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			AZ25EXCZ0FM43QN	11/1/2025	11/1/2026	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC551427008	11/1/2025	11/1/2026	☒ PER STATUTE ☐ OTH-ER	
							E.I. EACH ACCIDENT	\$ 1,000,000
							E.I. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.I. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: CONCRETE PAVING, ASPHALT PAVING AND DRAINAGE REPAIR SERVICES CITY OF BETHANY, OKLAHOMA

Certificate holder, Owners, Architects, and Engineers are named as Additional Insured with respect to General Liability as required by written contract and in accordance with policy provisions.

CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

BID TABULATION - 09-03-2026
CITY OF BETHANY - CONCRETE PAVING AND ASPHALT PAVING AND DRAINAGE REPAIR SERVICES

				ENGINEER'S ESTIMATE		RUDY CONSTRUCTION CO.		BREWER CONSTRUCTION OK LLC	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Asphalt Pavement Removal	SY	50.00	\$ 15.00	\$ 750.00	\$30.00	\$ 1,500.00	\$ 55.00	\$ 2,750.00
2	Concrete Pavement Removal	SY	50.00	\$ 15.00	\$ 750.00	\$30.00	\$ 1,500.00	\$ 55.00	\$ 2,750.00
3	Curb Removal	LF	50.00	\$ 20.00	\$ 1,000.00	\$30.00	\$ 1,500.00	\$ 35.00	\$ 1,750.00
4	Furnish Lime	Ton	50.00	\$ 235.00	\$ 11,750.00	\$50.00	\$ 2,500.00	\$ 185.00	\$ 9,250.00
5	Furnish Fly Ash	Ton	50.00	\$ 100.00	\$ 5,000.00	\$50.00	\$ 2,500.00	\$ 110.00	\$ 5,500.00
6	Furnish Cement Kiln Dust	Ton	50.00	\$ 160.00	\$ 8,000.00	\$50.00	\$ 2,500.00	\$ 103.00	\$ 5,150.00
7	6" LimeTreated Subgrade, ODOT Section 307	SY	250.00	\$ 10.00	\$ 2,500.00	\$30.00	\$ 7,500.00	\$ 35.00	\$ 8,750.00
8	6" Flyash Subgrade Modification, ODOT Section 317	SY	250.00	\$ 10.00	\$ 2,500.00	\$30.00	\$ 7,500.00	\$ 27.00	\$ 6,750.00
9	6" CKD Subgrade Modification, ODOT Special Provision	SY	250.00	\$ 11.00	\$ 2,750.00	\$30.00	\$ 7,500.00	\$ 27.00	\$ 6,750.00
10	6" P.C. Concrete Paving	SY	250.00	\$ 100.00	\$ 25,000.00	\$110.00	\$ 27,500.00	\$ 158.00	\$ 39,500.00
11	1" Additional P.C. Concrete Paving	SY	250.00	\$ 25.00	\$ 6,250.00	\$15.00	\$ 3,750.00	\$ 19.00	\$ 4,750.00
12	6" High Early Strength P.C. Concrete Paving	SY	50.00	\$ 200.00	\$ 10,000.00	\$135.00	\$ 6,750.00	\$ 205.00	\$ 10,250.00
13	1" Additional High Early Strength P.C. Concrete Paving	SY	50.00	\$ 35.00	\$ 1,750.00	\$20.00	\$ 1,000.00	\$ 19.00	\$ 950.00
14	Asphalt Concrete Type A (PG 64-22OK)	TON	50.00	\$ 150.00	\$ 7,500.00	\$175.00	\$ 8,750.00	\$ 240.00	\$ 12,000.00
15	Asphalt Concrete Type B (PG 64-22OK)	TON	50.00	\$ 170.00	\$ 8,500.00	\$225.00	\$ 11,250.00	\$ 281.00	\$ 14,050.00
16	6" Integral Concrete Curb	LF	50.00	\$ 30.00	\$ 1,500.00	\$15.00	\$ 750.00	\$ 35.00	\$ 1,750.00
17	8" Integral Concrete Curb	LF	50.00	\$ 35.00	\$ 1,750.00	\$20.00	\$ 1,000.00	\$ 35.00	\$ 1,750.00
18	6" Fast Track Patching (2,800PSI in 12 Hours)	SY	50.00	\$ 150.00	\$ 7,500.00	\$250.00	\$ 12,500.00	\$ 342.00	\$ 17,100.00
19	Unclassified Excavation	CY	100.00	\$ 35.00	\$ 3,500.00	\$50.00	\$ 5,000.00	\$ 55.00	\$ 5,500.00
20	8" Curb and 18" Gutter Repair (Remove and Replace)	LF	25.00	\$ 60.00	\$ 1,500.00	\$75.00	\$ 1,875.00	\$ 137.00	\$ 3,425.00
21	6" Curb and 18" Gutter Repair (Remove and Replace)	LF	25.00	\$ 60.00	\$ 1,500.00	\$75.00	\$ 1,875.00	\$ 137.00	\$ 3,425.00
22	Washed River Sand	Ton	50.00	\$ 35.00	\$ 1,750.00	\$50.00	\$ 2,500.00	\$ 44.00	\$ 2,200.00
23	Traffic Stripe (Paint) (4-Inch Wide)	LF	500.00	\$ 3.00	\$ 1,500.00	\$7.00	\$ 3,500.00	\$ 3.00	\$ 1,500.00
24	Handicap Ramp	SY	25.00	\$ 460.00	\$ 11,500.00	\$200.00	\$ 5,000.00	\$ 342.00	\$ 8,550.00
25	Driveway Replacement	SY	25.00	\$ 156.00	\$ 3,900.00	\$165.00	\$ 4,125.00	\$ 240.00	\$ 6,000.00
26	4" Sidewalk	SY	25.00	\$ 125.00	\$ 3,125.00	\$120.00	\$ 3,000.00	\$ 205.00	\$ 5,125.00
27	Inlet Adjustment	EA	1.00	\$ 2,300.00	\$ 2,300.00	\$2,000.00	\$ 2,000.00	\$ 2,054.00	\$ 2,054.00
28	Manhole Adjustment	EA	1.00	\$ 1,600.00	\$ 1,600.00	\$2,000.00	\$ 2,000.00	\$ 1,396.00	\$ 1,396.00
29	Storm Sewer Hood Replacement	EA	1.00	\$ 930.00	\$ 930.00	\$750.00	\$ 750.00	\$ 850.00	\$ 850.00
30	Select Borrow	CY	50.00	\$ 40.00	\$ 2,000.00	\$70.00	\$ 3,500.00	\$ 82.00	\$ 4,100.00
31	Valve Box Adjustment	EA	1.00	\$ 400.00	\$ 400.00	\$500.00	\$ 500.00	\$ 383.00	\$ 383.00
32	3500 P.S.I. Structural Concrete	CY	25.00	\$ 1,025.00	\$ 25,625.00	\$800.00	\$ 20,000.00	\$ 815.00	\$ 20,375.00
33	Reinforcing Steel (GR 60)	LBS	2,500.00	\$ 3.50	\$ 8,750.00	\$3.00	\$ 7,500.00	\$ 3.00	\$ 7,500.00
34	Flowable Fill	CY	25.00	\$ 250.00	\$ 6,250.00	\$300.00	\$ 7,500.00	\$ 329.00	\$ 8,225.00
35	15" CGMP	LF	25.00	\$ 75.00	\$ 1,875.00	\$60.00	\$ 1,500.00	\$ 57.00	\$ 1,425.00
36	15" CGMP End Section	EA	1.00	\$ 425.00	\$ 425.00	\$750.00	\$ 750.00	\$ 528.00	\$ 528.00
37	18" CGMP	LF	25.00	\$ 80.00	\$ 2,000.00	\$65.00	\$ 1,625.00	\$ 61.00	\$ 1,525.00
38	18" CGMP End Section	EA	1.00	\$ 500.00	\$ 500.00	\$850.00	\$ 850.00	\$ 582.00	\$ 582.00
39	24" CGMP	LF	25.00	\$ 110.00	\$ 2,750.00	\$75.00	\$ 1,875.00	\$ 79.00	\$ 1,975.00
40	24" CGMP End Sections	EA	1.00	\$ 570.00	\$ 570.00	\$950.00	\$ 950.00	\$ 770.00	\$ 770.00
41	36" CGMP	LF	25.00	\$ 135.00	\$ 3,375.00	\$105.00	\$ 2,625.00	\$ 104.00	\$ 2,600.00
42	36" CGMP End Sections	EA	1.00	\$ 1,200.00	\$ 1,200.00	\$1,800.00	\$ 1,800.00	\$ 1,568.00	\$ 1,568.00
43	42" CGMP	LF	25.00	\$ 165.00	\$ 4,125.00	\$120.00	\$ 3,000.00	\$ 121.00	\$ 3,025.00
44	42" CGMP End Sections	EA	1.00	\$ 2,000.00	\$ 2,000.00	\$2,500.00	\$ 2,500.00	\$ 2,611.00	\$ 2,611.00
45	48" CGMP	LF	25.00	\$ 220.00	\$ 5,500.00	\$150.00	\$ 3,750.00	\$ 152.00	\$ 3,800.00
46	48" CGMP End Sections	EA	1.00	\$ 3,200.00	\$ 3,200.00	\$3,200.00	\$ 3,200.00	\$ 3,268.00	\$ 3,268.00
47	54" CGMP	LF	25.00	\$ 270.00	\$ 6,750.00	\$185.00	\$ 4,625.00	\$ 191.00	\$ 4,775.00
48	54" CGMP End Sections	EA	1.00	\$ 5,000.00	\$ 5,000.00	\$4,000.00	\$ 4,000.00	\$ 4,025.00	\$ 4,025.00
49	60" CGMP	LF	25.00	\$ 320.00	\$ 8,000.00	\$200.00	\$ 5,000.00	\$ 204.00	\$ 5,100.00
50	60" CGMP End Sections	EA	1.00	\$ 7,700.00	\$ 7,700.00	\$6,000.00	\$ 6,000.00	\$ 5,908.00	\$ 5,908.00
51	66" CGMP	LF	25.00	\$ 390.00	\$ 9,750.00	\$215.00	\$ 5,375.00	\$ 218.00	\$ 5,450.00
52	66" CGMP End Sections	EA	1.00	\$ 12,000.00	\$ 12,000.00	\$6,500.00	\$ 6,500.00	\$ 6,566.00	\$ 6,566.00
53	72" CGMP	LF	25.00	\$ 480.00	\$ 12,000.00	\$225.00	\$ 5,625.00	\$ 232.00	\$ 5,800.00
54	72" CGMP End Sections	EA	1.00	\$ 13,000.00	\$ 13,000.00	\$7,500.00	\$ 7,500.00	\$ 7,466.00	\$ 7,466.00
55	78" CGMP	LF	25.00	\$ 550.00	\$ 13,750.00	\$250.00	\$ 6,250.00	\$ 257.00	\$ 6,425.00
56	78" CGMP End Sections	EA	1.00	\$ 21,000.00	\$ 21,000.00	\$8,500.00	\$ 8,500.00	\$ 8,844.00	\$ 8,844.00

BID TABULATION - 09-03-2026
CITY OF BETHANY - CONCRETE PAVING AND ASPHALT PAVING AND DRAINAGE REPAIR SERVICES

				ENGINEER'S ESTIMATE		RUDY CONSTRUCTION CO.		BREWER CONSTRUCTION OK LLC	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
57	21" X 15" CGMPA	LF	25.00	\$ 90.00	\$ 2,250.00	\$65.00	\$ 1,625.00	\$ 64.00	\$ 1,600.00
58	21" X 15" CGMPA End Sections	EA	1.00	\$ 563.00	\$ 563.00	\$750.00	\$ 750.00	\$ 561.00	\$ 561.00
59	28" X 20" CGMPA	LF	25.00	\$ 116.00	\$ 2,900.00	\$75.00	\$ 1,875.00	\$ 74.00	\$ 1,850.00
60	28" X 20" CGMPA End Sections	EA	1.00	\$ 652.00	\$ 652.00	\$850.00	\$ 850.00	\$ 656.00	\$ 656.00
61	42" X 29" CGMPA	LF	25.00	\$ 146.00	\$ 3,650.00	\$115.00	\$ 2,875.00	\$ 116.00	\$ 2,900.00
62	42" X 29" CGMPA End Sections	EA	1.00	\$ 1,335.00	\$ 1,335.00	\$1,300.00	\$ 1,300.00	\$ 1,242.00	\$ 1,242.00
63	57" X 38" CGMPA	LF	25.00	\$ 233.00	\$ 5,825.00	\$180.00	\$ 4,500.00	\$ 182.00	\$ 4,550.00
64	57" X 38" CGMPA End Sections	EA	1.00	\$ 3,535.00	\$ 3,535.00	\$2,500.00	\$ 2,500.00	\$ 2,402.00	\$ 2,402.00
65	71" X 47" CGMPA	LF	25.00	\$ 352.00	\$ 8,800.00	\$250.00	\$ 6,250.00	\$ 241.00	\$ 6,025.00
66	71" X 47" CGMPA End Sections	EA	1.00	\$ 8,657.00	\$ 8,657.00	\$5,000.00	\$ 5,000.00	\$ 4,112.00	\$ 4,112.00
67	18" RCP (O-Ring)	LF	25.00	\$ 155.00	\$ 3,875.00	\$120.00	\$ 3,000.00	\$ 94.00	\$ 2,350.00
68	18" RCP End Section	EA	1.00	\$ 2,600.00	\$ 2,600.00	\$1,800.00	\$ 1,800.00	\$ 2,149.00	\$ 2,149.00
69	24" RCP (O-Ring)	LF	25.00	\$ 190.00	\$ 4,750.00	\$140.00	\$ 3,500.00	\$ 116.00	\$ 2,900.00
70	24" RCP End Section	EA	1.00	\$ 2,700.00	\$ 2,700.00	\$2,000.00	\$ 2,000.00	\$ 2,324.00	\$ 2,324.00
71	36" RCP (O-Ring)	LF	25.00	\$ 280.00	\$ 7,000.00	\$210.00	\$ 5,250.00	\$ 198.00	\$ 4,950.00
72	36" RCP End Section	EA	1.00	\$ 4,050.00	\$ 4,050.00	\$3,000.00	\$ 3,000.00	\$ 4,456.00	\$ 4,456.00
73	42" RCP (O-Ring)	LF	25.00	\$ 380.00	\$ 9,500.00	\$270.00	\$ 6,750.00	\$ 256.00	\$ 6,400.00
74	42" RCP End Section	EA	1.00	\$ 5,050.00	\$ 5,050.00	\$5,500.00	\$ 5,500.00	\$ 5,703.00	\$ 5,703.00
75	48" RCP (O-Ring)	LF	25.00	\$ 450.00	\$ 11,250.00	\$350.00	\$ 8,750.00	\$ 328.00	\$ 8,200.00
76	48" RCP End Section	EA	1.00	\$ 7,100.00	\$ 7,100.00	\$7,500.00	\$ 7,500.00	\$ 9,106.00	\$ 9,106.00
77	54" RCP (O-Ring)	LF	25.00	\$ 505.00	\$ 12,625.00	\$415.00	\$ 10,375.00	\$ 357.00	\$ 8,925.00
78	54" RCP End Section	EA	1.00	\$ 9,500.00	\$ 9,500.00	\$11,000.00	\$ 11,000.00	\$ 11,272.00	\$ 11,272.00
79	60" RCP (O-Ring)	LF	25.00	\$ 570.00	\$ 14,250.00	\$470.00	\$ 11,750.00	\$ 435.00	\$ 10,875.00
80	60" RCP End Section	EA	1.00	\$ 14,500.00	\$ 14,500.00	\$13,500.00	\$ 13,500.00	\$ 13,849.00	\$ 13,849.00
81	66" RCP (O-Ring)	LF	25.00	\$ 675.00	\$ 16,875.00	\$700.00	\$ 17,500.00	\$ 515.00	\$ 12,875.00
82	66" RCP End Section	EA	1.00	\$ 19,500.00	\$ 19,500.00	\$15,500.00	\$ 15,500.00	\$ 14,560.00	\$ 14,560.00
83	72" RCP (O-Ring)	LF	25.00	\$ 750.00	\$ 18,750.00	\$725.00	\$ 18,125.00	\$ 595.00	\$ 14,875.00
84	72" RCP End Section	EA	1.00	\$ 27,000.00	\$ 27,000.00	\$18,500.00	\$ 18,500.00	\$ 18,186.00	\$ 18,186.00
85	Television Inspection (Storm Pipe)	LF	100.00	\$ 9.00	\$ 900.00	\$20.00	\$ 2,000.00	\$ 17.00	\$ 1,700.00
86	Filter Fabric	SY	100.00	\$ 8.00	\$ 800.00	\$5.00	\$ 500.00	\$ 7.00	\$ 700.00
87	Crushed Rock (1 1/2 Inch Coarse)	TON	50.00	\$ 85.00	\$ 4,250.00	\$75.00	\$ 3,750.00	\$ 73.00	\$ 3,650.00
88	ODOT Type A Aggregate Base	TON	50.00	\$ 105.00	\$ 5,250.00	\$85.00	\$ 4,250.00	\$ 90.00	\$ 4,500.00
89	Crushed Rock Pipe Foundation, ASTM C-33 Gradation 67 (3/4" TO NO. 4)	TON	50.00	\$ 95.00	\$ 4,750.00	\$85.00	\$ 4,250.00	\$ 78.00	\$ 3,900.00
90	4' Dia. Manhole	EA	1.00	\$ 4,000.00	\$ 4,000.00	\$5,000.00	\$ 5,000.00	\$ 3,423.00	\$ 3,423.00
91	Extra Depth Manhole (4')	LF	10.00	\$ 425.00	\$ 4,250.00	\$350.00	\$ 3,500.00	\$ 342.00	\$ 3,420.00
92	5' Dia. Manhole	EA	1.00	\$ 4,900.00	\$ 4,900.00	\$7,500.00	\$ 7,500.00	\$ 4,450.00	\$ 4,450.00
93	Extra Depth Manhole (5')	VF	10.00	\$ 490.00	\$ 4,900.00	\$550.00	\$ 5,500.00	\$ 479.00	\$ 4,790.00
94	Manhole Ring and Lid	EA	5.00	\$ 1,000.00	\$ 5,000.00	\$750.00	\$ 3,750.00	\$ 548.00	\$ 2,740.00
95	Solid Slab Sod (Area from 0-200SY)	SY	200.00	\$ 11.00	\$ 2,200.00	\$15.00	\$ 3,000.00	\$ 14.00	\$ 2,800.00
96	Rehab. Existing Manhole	EA	2.00	\$ 2,200.00	\$ 4,400.00	\$4,000.00	\$ 8,000.00	\$ 3,423.00	\$ 6,846.00
97	Cast Iron Curb Inlet (OKC Design 2-0)	EA	2.00	\$ 4,800.00	\$ 9,600.00	\$6,000.00	\$ 12,000.00	\$ 5,000.00	\$ 10,000.00
98	Grated Street Inlet (OKC) (26')	EA	1.00	\$ 36,000.00	\$ 36,000.00	\$50,000.00	\$ 50,000.00	\$ 43,000.00	\$ 43,000.00
99	Grated Street Inlet Additional Depth (OKC)	VF	5.00	\$ 3,100.00	\$ 15,500.00	\$2,500.00	\$ 12,500.00	\$ 2,000.00	\$ 10,000.00
100	Epoxy Coated Reinforcing Steel	LBS	250.00	\$ 7.00	\$ 1,750.00	\$5.00	\$ 1,250.00	\$ 5.00	\$ 1,250.00
101	Saw Cutting	LF	250.00	\$ 20.00	\$ 5,000.00	\$10.00	\$ 2,500.00	\$ 11.00	\$ 2,750.00
102	Filter Fabric Silt Fence	LF	100.00	\$ 7.00	\$ 700.00	\$7.50	\$ 750.00	\$ 14.00	\$ 1,400.00
103	Survey by Oklahoma Licensed Register Land Surveyor (4 hour minimum)	HR	50.00	\$ 250.00	\$ 12,500.00	\$200.00	\$ 10,000.00	\$ 211.00	\$ 10,550.00
104	Traffic Control	LSUM	1.00	\$ 25,000.00	\$ 25,000.00	\$25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
105	Tack Coat	GAL	100.00	\$ 4.00	\$ 400.00	\$8.00	\$ 800.00	\$ 7.00	\$ 700.00
106	Traffic Stripe (Paint) (Symbol)	EA	4.00	\$ 350.00	\$ 1,400.00	\$1,500.00	\$ 6,000.00	\$ 821.00	\$ 3,284.00
107	Bonds	LSUM	1.00	\$ 21,000.00	\$ 21,000.00	\$10,000.00	\$ 10,000.00	\$ 14,000.00	\$ 14,000.00
TOTAL BID PRICE					\$ 720,842.00		\$ 634,800.00		\$ 660,850.00

BETHANY CITY COUNCIL

From: Robert Ray Jones, Jr., City Attorney
Date: October 1, 2026
Subject: Amendment to Employee Handbook

BACKGROUND

The medical marijuana procedures changed for the workplace and will become effective in November of this year. Amendments to the city's medical marijuana policy were made to be compliant with the statute. A light duty policy was also added.

RECOMMENDATION

1. Approval of Employee Handbook.

ADDITIONAL COMMENTS

A circular stamp containing a handwritten signature in blue ink. The signature appears to be the initials "dg".

City of Bethany Oklahoma



Employee Handbook

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CITY OF BETHANY MISSION STATEMENT

The mission of the City of Bethany is to partner with our community to deliver services, preserve, protect, and enhance the quality of life and plan for the future.

CORE VALUES

Accountability – We accept responsibility for our personal and organizational decisions and actions while delivering cost effective and efficient services with the objective of doing our work right the first time.

Continuous Improvement – We provide the highest quality service with the resources available by promoting innovation and flexibility to meet the changing needs in the community.

Environment – We are concerned about our natural, historic, economic, and aesthetic resources and endeavor to enhance their sustainability for future generations.

Ethics – We set high standards for our personal, professional, and organizational conduct and act with integrity as we strive to attain our mission.

Respect – We are honest and treat our coworkers and the public with courtesy and dignity.

Safety – We use education, prevention, and enforcement methods to protect life and property in our business and residential neighborhoods and maintain our infrastructure and facilities to provide a safe environment in which to live, work, shop, and play.

Teamwork – We work together to plan, develop recommendations, deliver services, and openly communicate with the public and each other by soliciting feedback and sharing information to achieve our goals.

Trust – We realize the perception of our organization is dependent upon the public's confidence in our commitment to our core values and to meeting the goals set collectively by City Council and the City Manager.

CHAPTER 1

INTRODUCTION

1-1 AUTHORITY AND EXTENT OF COVERAGE

The rules and regulations contained in this Employee Handbook have been established by the City Manager and approved by the Bethany City Council. ***This Employee Handbook shall be the employment policy of the City and shall not be construed as a contract with any employee or as creating any debt or obligation on the part of the City.*** These personnel rules and regulations apply to all City employees unless modified by a formal written contract entered into between the City and any Bargaining Unit. In the event of a conflict between the rules and/or benefits contained in this Employee Manual and any Collective Bargaining Agreement (“CBA”), the terms and conditions of the CBA shall prevail.

The provisions of this Handbook will not apply to members of the City Council, to volunteers, persons appointed to Boards and Commissions, the City Manager, the City Attorney, Municipal Judge, and independent contractors.

1-2 EMPLOYEE RESPONSIBILITY

The Employee Handbook should provide a better understanding for all City employees of the rules and regulations of the City. It is the responsibility of Department Directors and Supervisors to communicate, and administer the rules and regulations contained in this Employee Handbook and to do so in a fair and consistent manner. It is the responsibility of the employee to become familiar with the rules and regulations contained in this Employee Handbook and to comply with them.

1-3 EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

It is the policy of the City of Bethany to afford equal opportunity for employment to all individuals regardless of race, color, creed, age, religion, ancestry, national origin, sex, marital status, sexual orientation, or qualified disability. The City will recruit, hire, promote and ensure that all personnel actions will be administered without regard to race, color, creed, age, religion, ancestry, national origin, sex, marital status, sexual orientation, or qualified disability except where management is unable to reasonably accommodate a qualified disability in the position being considered.

1-4 DEPARTMENT POLICIES AND PROCEDURES

Departments of the City may establish regulations, procedure, and guidelines that are necessary for daily operations. Department Policies and Procedures shall not be in conflict with this Employee Handbook and shall be approved by the City Manager. A current copy of Department Policies and Procedures shall be kept on file with the Human Resources Department.

1-5 AMENDMENT AND IMPLEMENTATION

The City Manager may amend the Policies and Procedures when deemed desirable and necessary in the best interest of the City and with the approval of the City Council. The City Manager will provide notice to all City employees prior to the Council action.

1-6 AT-WILL EMPLOYMENT

Employment with the City of Bethany is "at will". This generally means that either the employee or the City may choose to end the employment relationship at any time without incurring any liability for doing so. Employment may be terminated by the employer for any reason that is not in violation of Oklahoma public policy.

CHAPTER 2

APPOINTMENT

2-1 PROBATIONARY PERIOD

The probationary period is a trial period considered a part of the selection process during which a new employee is required to successfully demonstrate his or her ability to perform the duties required of the position.

- A. New Employee Probationary Period. The probation period for all new employees is six (6) months, with the exception of those employees covered by a Collective Bargaining Agreement. The Department Director, with the approval of the City Manager, may extend the probationary period for an additional ninety (90) days if deemed desirable to adequately assess employee performance.
- B. Transfers and Promotions - Probationary Period. Any change in job assignment or promotion shall be accompanied by a three (3) month probationary period.

2-2 TYPES OF APPOINTMENTS

- A. Probationary Employee. A newly appointed employee who has not completed the designated probationary period.
- B. Permanent Part-Time Employee. An employee who has completed the initial probationary period and who works less than 29 hours per week on a regular schedule throughout the year. Permanent part-time employees are not entitled to receive fringe benefits.
- C. Regular Full-Time Employee. An employee who has completed the initial probationary period and who works 40 or more hours per week on a regular schedule throughout the year. Generally, full-time employees are eligible to receive fringe benefits.
- D. Seasonal Employee. An employee who works either on a regular or part-time basis for a limited period of time. Seasonal employees are not entitled to receive fringe benefits.
- E. Acting Appointment. This designates an employee who is appointed to fill a position which cannot remain vacant for an extended time. The City Manager may appoint any employee to hold a position in an acting capacity.

2-3 PERSONNEL FILES

- A. New Employees. Department Directors shall ensure that each new employee reports to Human Resources to complete appropriate employment forms prior to initiating a work schedule.

- B. Personnel File Contents. Employee personnel files are maintained by the Human Resources Department. Department Directors are responsible for forwarding appropriate documents to the Human Resources Department for inclusion in the personnel files of Department employees.
- C. Personal Data Changes. It is the responsibility of each employee to notify the Human Resources Department of any changes in personal data. Personal mailing addresses, telephone numbers, names of dependents, individuals to be contacted in the event of an emergency, educational accomplishments, and other such status reports shall be kept accurate and current at all times. Any change in personal data shall be provided to the Human Resources Department as soon as possible.
- D. Access to Personnel Files. Personnel files are the property of the City. With reasonable advance notice, employees may view their personnel file at the Human Resources Department in the presence of a staff member at any time during normal working hours. Information contained in personnel files shall be kept confidential and shall not be disclosed except as authorized by the Oklahoma Open Records Act, in writing by the employee, or pursuant to a Court Order or subpoena.

2-4 IMMIGRATION LAW COMPLIANCE

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with the City within the past three (3) years, or if their previous I-9 is no longer retained or valid.

CHAPTER 3

WAGE ADMINISTRATION

3-1 PAY POLICY AND CLASSIFICATION PLAN

The Pay Classification Plan shall consist of class titles and class specifications which are approved by the City Manager and amended from time to time. Establishment of a new position or a significant change in the duties and responsibilities of a position shall be approved by the City Manager.

3-2 WORK PERIOD

The following section does not apply to employees who are covered by a Collective Bargaining Agreement. The normal work period is a standard eight (8) hours per day for a five (5) day work week. Working hours may be changed by a Department Director, with the written prior approval of the City Manager, as deemed appropriate for the efficient operations of the Department or due to weather conditions.

Employees will receive an unpaid lunch break of sixty (60) minutes depending on the work schedule of the Department. Full-time employees may receive two fifteen (15) minute paid breaks and scheduled by the supervisor if available.

3-3 PAY DATES

All employees shall be paid biweekly (every other Friday). The pay cycle for all employees except those covered under CBA's runs from Saturday mornings at 12:00 am until 11:59 pm Friday night 14 days later.

The City has 26 pay periods per year. If a regularly scheduled payday falls on a holiday, employees will be paid on the last business day before the regularly scheduled payday. If a regular payday falls during an employee's absence, the employee's paycheck will be available upon his or her return. Direct Deposit is the preferred method to receive pay with the City. Upon beginning employment with the City, a new employee will be given time to establish an account to receive the deposits. An alternative is available for those not wishing an account at a financial institution. Consult the Finance Department for additional information.

3-4 OVERTIME

- A. Bona fide executive, administrative, and professional employees are exempt from the overtime requirements of the Fair Labor Standards Act.
- B. Employees who are eligible for overtime shall be paid at 1 ½ times the computed regular rate of pay for each overtime hour actually worked over 40 hours in an established seven (7) day work period. The Department Director or his or her designee shall approve all overtime prior to the time it is worked.

3-5 COMPENSATORY TIME

Employees not covered by a Collective Bargaining Agreement electing to receive compensatory time off instead of monetary overtime compensation shall receive such time at the rate of one and one-half hours for each hour earned. Employees who work a 40-hour work week may accumulate up to a maximum number of hours established by the City Manager. The Department Director will routinely monitor the accumulated hours in their department. At no time will non-CBA employees exceed 240 hours accumulated compensatory hours. The Department Director or his or her designee shall approve all compensatory time prior to the time it is worked, and all compensatory time taken will be authorized by the supervisor prior to use. The City reserves the right to pay out compensatory time at the City's discretion. Compensatory time may be sold or cashed out by the employee one time per year with City Manager approval.

3-6 STAND BY/CALL BACK

Those employees not covered by a Collective Bargaining Agreement and required to work "stand by" or are subject to "call back" shall be compensated according to current established practices. Job descriptions will inform the employee when they will be required to be on call back. See job description for standby/call requirements.

CHAPTER 4

EMPLOYEE EVALUATIONS, PROMOTIONS AND DEMOTIONS

4-1 EMPLOYEE EVALUATIONS

- A. Supervisors and employees are encouraged to discuss job performance and expectations on an informal basis throughout the year. Supervisors will formally establish their expectations for each employee and share those expectations with each employee on a semi-annual basis. This can be done with non-formal meeting, so the employee understands the expectations.
- B. Each employee of the City of Bethany, except those directly employed by the City Council, shall be evaluated for performance of job duties annually on her/his date of hire or promotion. Performance evaluations objectively assess an employee's work production and execution, as well

as, set goals for work improvement. Positive evaluations or affirmations made by a supervisor about an employee's performance does not create an expectation of continued employment or alter the at-will employment relationship.

- C. The evaluation must be completed by the employee's immediate supervisor. *The evaluation should be forwarded to the HR Department for review prior to discussion with the employee.* The evaluation will be returned to the supervisor so it can be discussed and signed by the employee. The signed evaluation will be forwarded to the Human Resources Department. The employee will receive a copy of the evaluation. The final evaluation will be placed in the employee's personnel file.
- D. If the employee has not reached job rate in their pay grade and funds are available, increases may be awarded to employees whose performance is evaluated as consistently competent and subject to the availability of adequate funds. All performance evaluation step increases will be based on a review of the employee's performance for the entire year. In the event an employee receives an evaluation which makes the employee ineligible for a step increase, the employee shall receive a subsequent evaluation three (3) months later to determine whether or not satisfactory improvement has been shown in the interim. A pay raise will be reconsidered at that time on the basis of all performance since the last step pay raise was granted. There is no guarantee of a raise. These increases are not retroactive.

4-2 PROMOTIONS

A promotion is a move to a position or classification having a higher basic salary, greater job responsibility. All vacancies that occur within the City that are considered promotional opportunities will be posted in accordance with this Employee Handbook. All City employees that meet the qualifications of the specific job opening are eligible to apply. The City may choose to fill the vacancy with a qualified applicant who is not an employee of the city. Positive work performance or length of continued service does not create an expectation of promotion. Promotion of an employee may be halted for any reason or no reason that does not violate Oklahoma public policy.

4-3 DEMOTIONS

A demotion occurs when an employee moves to a position or classification having a lower basic salary range and lessor job responsibility. An employee may be demoted for any reason or no reason pursuant to the at-will employment relationship. When an employee is demoted to a lower position, the employee shall be paid at a rate which is within the approved range for the lower position.

CHAPTER 5

EMPLOYEE BENEFITS

5-1 GENERAL STATEMENT

Fringe benefits are provided to Full-Time employees as an inducement to attract, recruit, and retain highly qualified employees and staff. They are also provided as a measure of personal and family security to allow employees to give their full attention to their jobs and professional development. In some cases, fringe benefits are provided as a requirement of law. Benefits may be added, eliminated, or changed as needed to meet the needs of the City, the employees, and the meet legal requirements. Employees are responsible to know and understand the benefits summary plan. For assistance, contact the Human Resources Department.

Benefits of employees in a Collective Bargaining Agreement are established expressly by the terms of the agreement. Sections 5-2 to 5-10 do not apply to employees in a collective bargaining agreement.

5-2 LONGEVITY PAY

Longevity shall be paid to employees with at least three (3) years of continuous service with the City of Bethany. Longevity pay is additional to regular base wages and is paid on the following basis:

<u>Beginning Year of Service</u>	<u>Longevity Pay Per Month</u>
4 th Year	\$25.00
6 th Year	\$45.00
8 th Year	\$65.00
10 th Year	\$85.00
12 th Year	\$105.00
14 th Year	\$125.00
16 th Year	\$145.00
18 th Year	\$165.00
20 th Year and beyond	\$185.00

No employee shall be paid more than \$185.00 per month in longevity pay.

5-3 PAID HOLIDAYS

A. Holidays. All full-time City employees receive a full day's compensation and time off of work for the following days:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving
- Day after Thanksgiving
- Christmas Eve
- Christmas
- Floating Holiday

B. Observation of Holidays. A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday. When a holiday falls on an employee's regularly scheduled day off, the holiday shall be treated as though it had fallen on the employee's next workday. An employee who is required to actually work on one of the above days designated as a holiday will be granted one day off with pay or will be paid an additional normal day's pay in lieu of time off as well as pay for the hours worked for the holiday. If an employee is scheduled to work a holiday but fails to report for work, the employee will not be eligible for any holiday pay and may be subject to discipline.

C. Floating Holiday. Full-time City employees receive one (1) floating holiday per year. This holiday

may be taken on the employee's birthday, or at a time approved in advance by the Department Director. A Full-time employee is eligible to receive the floating holiday after completing six months of full-time employment.

- D. Employees covered under a CBA should look at the agreement for further explanation of benefits.

5-4 VACATION

Vacation leave is intended to benefit the employee and serve as a time of mental and physical refreshment. Therefore, employees are encouraged to use their vacation time.

- A. Eligibility. A full-time employee is eligible to take accumulated vacation leave after completion of six months of full-time employment. Employees may take accrued vacation time before that with special permission of the Department Director and City Manager or HR Director. Upon the hire date, vacation leave shall be accrued per pay period with annual maximum accruals as follows:

<u>Length of Service</u>	<u>Accrual Per Pay Period</u>	<u>Yearly Total</u>
0-4 Years <i>(beginning of service through end of Year 4)</i>	3.693 Hours	96 Hours
5-9 Years <i>(beginning of Year 5 through end of Year 9)</i>	4.616 Hours	120 Hours
10-14 Years <i>(beginning of Year 10 through end of Year 14)</i>	5.539 Hours	144 Hours
15+ Years <i>(beginning of Year 15 through end of service)</i>	6.462 Hours	168 Hours

- B. Expenditure. Vacation leave shall not be expended in less than a one (1) hour unit and shall not be expended for more than the actual number of hours accrued. Vacation leave will be approved by the Department Director to meet the operating requirements of the City and, whenever possible, the preference of the employee. Requests for vacation leave shall be submitted with as much notice as possible to allow proper scheduling.
- C. Accumulation. For employees hired before 09-01-2021, vacation leave may be accumulated to a maximum of 240 hours per year. All vacation leave in excess of 240 hours as of December 31st of each year will be lost. Exceptions may be made with approval of the City Manager if an employee is unable to take vacation leave through no fault of his/her own.

New employees hired after 09-12-2021 do not accrue vacation leave when the employee maintains a balance of 240 hours. The maximum balance of vacation leave that may be kept by an employee is 240 hours. No more than 240 hours of vacation leave may be carried over to the next year.

- D. Separation. Upon separation, employees will be paid for unused vacation that has been earned through the last day of employment, or the employee may elect to use the vacation to extend the period of employment. No more than 240 hours shall be paid.

5-5 SICK LEAVE

- A. Eligibility and Accrual. A full-time employee is eligible to take one (1) day of sick leave after completion of the first month of employment. After that time, sick leave shall be accrued at the rate of 3.693 hours per pay period. An employee is eligible to take sick leave for one (1) of the following reasons:

1. Personal illness or physical incapacity other than incurred on the job, including medical, dental, or optical diagnosis or treatment, and pregnancy.
 2. Serious illness or physical incapacity of a member of the employee's immediate family requiring the employee's personal care or attention. Immediate family shall include husband or wife, father or mother of the employee, sister or brother of the employee, children or legally adopted children of the employee's husband or wife, or any other person whose relationship could justify the employee's absence, providing special approval by the Department Director is first obtained.
 3. Exposure to a contagious disease that, in the opinion of the attending physician, could jeopardize the health of others.
 4. Any condition covered under the City's Family Medical Leave Act policy.
- B. Expenditure. Sick leave may be expended in units of no less than one (1) hour. Any sick leave extending for three (3) consecutive workdays must be accompanied by a physician's written statement certifying the employee's condition or his/her immediate family member's condition that prevented the employee reporting to work. Any abuse of sick leave is justification for disciplinary action.
- C. Procedure. An employee who is unable to report for work due to one of the above reasons shall report his absence verbally to his supervisor at least 30 minutes before the scheduled start of their workday. The supervisor must also be contacted verbally on each additional day of absence. Texting in sick may be allowed in the department as approved by the Department Head.
- D. Accumulation. Sick leave may be accumulated to a maximum of 960 hours.
- E. Retirement. Upon retirement, an employee shall be entitled to convert sick leave which has accumulated over 680 hours to pay at the ratio of two sick leave to one hour of pay. The maximum number of hours paid shall not exceed 140 hours.

5-6 INSURANCE

- A. Life Insurance. All full-time employees are covered by a term life insurance policy in the amount of \$10,000.00. Department Directors are covered by a term life insurance policy in the amount of \$20,000.00. The City pays the entire cost of the policy. Each employee may select a beneficiary, and the beneficiary may be changed at any time as addressed in the insurance plan document. Additional voluntary term life insurance policies are available, and policy premiums are paid by the employee through a payroll deduction.
- B. Health Insurance. The City offers full-time employees individual and family medical coverage under a group health insurance plan. The City pays a portion of the cost of an employee for single coverage and a portion of the cost of family coverage as budgeted. The employee's portion of the cost is paid through a payroll deduction. Employees retiring from the City are entitled to remain in the health insurance plan by paying the full cost of the health insurance, plus an administrative fee charged by the insurance provider. Those leaving employment will be entitled to health insurance benefits for a period of eighteen (18) to thirty-six (36) months in accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA) upon payment of applicable premium. The Human Resources Department can assist employees with this process.
- C. Dental Insurance. The City offers full-time employees individual and family dental coverage under

the group dental insurance plan. The City pays a portion of the cost of an employee for single coverage and a portion of the cost of family coverage as budgeted. The employee's portion of the cost is paid through a payroll deduction. Employees are responsible for filing their own claims, but Human Resource Department employees may provide assistance if needed.

5-7 RETIREMENT

- A. Defined Benefit Plan. The City is a member of the Oklahoma Municipal Retirement Fund (OMRF). Full-time employees are automatically placed in the OMRF system and funds are paid by the City into the fund on the employee's behalf. The City has established a Defined Benefit Plan. Employee contributions to OMRF are automatically deducted from the employee's pay before federal and state tax withholdings are calculated. For additional information contact the Human Resources Department.
- B. Defined Contribution Plan. All employees may be members of the OMRF defined Contribution plan. Employees will receive employer contributed funds in a 401(a) account. There are many options available. For more information, contact your HR Department.
- C. Deferred Compensation. Employees may participate in the City's Deferred Compensation Plan. This Plan is governed by Section 457 of the Internal Revenue Service Code. This Section allows public employees to defer state and federal taxes on a portion of their income. Employees may withdraw contributions and income only under limited circumstances. For more information, contact your HR Department.

5-8 EMPLOYEE ASSISTANCE PROGRAM

An Employee Assistance Program (EAP) is available to all employees. The EAP is a referral service established to assist employees in identifying and resolving individual problems which may, at times, interfere with job performance. The EAP can assist employees and families with a multitude of issues. Employees may voluntarily refer themselves into the program with the assurance of total confidentiality. Department Directors may also refer employees to the EAP when individual problems affect an employee's level of work performance.

There is no cost for the first six (6) visits for employees to consult with an EAP counselor. If further counseling is necessary, the EAP counselor will outline community and private services available. Costs not covered by the health insurance plan are the responsibility of the employee. Employees should contact the Human Resources Department for additional information on the EAP.

5-9 TUITION REIMBURSEMENT

- A. Eligibility. The City provides educational assistance to full-time employees upon completion of the initial probationary period. To maintain eligibility, employees must remain on the active payroll and be performing their job satisfactorily through completion of each course. Courses must be related to the employee's current job duties or a foreseeable future position in the City in order to be eligible for educational assistance. The City Manager has the sole discretion to determine whether a course relates to an employee's current job duties or a foreseeable future position. Courses must be approved by the Department Director prior to taking the course.
- B. Reimbursement. The amount of educational assistance available to an employee is limited to six (6) credit hours per semester, not to exceed eighteen (18) credit hours per fiscal year. 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 of either Oklahoma University (OU) or Oklahoma State University (OSU). Nothing contained in this Employee Handbook shall be construed to require the City to compensate the employee for time spent in fulfilling course requirements, or to pay for travel, books, fees, or any expense other than tuition.

- C. Grade requirement. The employee shall receive a letter grade of “C” or higher for his or her performance in the course and not be evaluated on the basis of pass/fail or satisfactory/unsatisfactory, except in any course in which a letter grade cannot be awarded. The employee will be required to produce a certified transcript to the HR Department to receive reimbursement. If the employee drops a course, the employee will not be eligible for reimbursement.

5-10 OPTIONAL BENEFIT PROGRAMS

The City provides payroll deductions for a variety of optional benefit programs. More detailed information may be obtained from the Human Resources Department.

CHAPTER 6

LEAVES OF ABSENCE

6-1 EMERGENCY LEAVE

This leave is normally reserved for unusual circumstances and is used for emergencies. The City Manager or his/her designees is the only person who can authorize emergency leave. Emergency leave is limited to five (5) days paid leave each year.

6-2 TRAINING LEAVE

Employees may be granted time off with pay and travel expenses to attend conferences, schools, or other events if the Department Director believes that attendance would benefit the City and improve the employee’s job performance.

6-3 JURY LEAVE

If called for jury duty, employees will be given leave with pay for time required for service. Employees are expected to report to supervisors as soon as released from jury duty.

6-4 MERITORIOUS LEAVE

The City Manager may grant additional compensatory time off for extraordinary meritorious service to the City.

6-5 MILITARY LEAVE

Military Leave shall be authorized for active-duty training with Reserve components of the United States Armed Forces as provided by Oklahoma State Statutes. While on long-term temporary active duty, employees will continue to accumulate vacation and sick leave. Employees shall submit official military orders, if available, prior to being granted Military Leave. If orders are not available, employees shall submit

an official letter from their unit commander and, upon return, must present a copy of the official orders to the Human Resources Department. Additionally, the City will comply with all provisions of the Uniformed Services Employment and Reemployment Act (USERRA).

6-6 LEAVE WITHOUT PAY

Leave without pay may be granted by the City Manager for a specific period of time. When it is in the best interest of the City to do so and shall not exceed three (3) months. Employees on leave without pay (excluding Military Leave) do not accrue sick or vacation leave. The employer's contribution toward insurance premiums will cease for employees on leave of absence without pay for periods exceeding thirty (30) days, unless the employee is on approved Family and Medical Leave (FMLA). Employees may continue health insurance premiums at their expense. Under very special circumstances, when an employee has used his or her accrued vacation and sick leave and because of illness or non-service injury is not able to return to work, the City Manager may extend a leave of absence without pay for a period not to exceed one year.

6-7 WORKERS' COMPENSATION

Employees with work-related injuries/illnesses are provided benefits under the Oklahoma Administrative Workers' Compensation Act. It is the duty of all employees to advise their supervisor of any injury or suspected injury received on duty. Notification should be done as soon as safely possible.

6-8 LEAVE SHARING

- A. Summary. The City, under certain circumstances, may allow an employee to donate annual vacation leave to a fellow employee who is suffering from an illness, injury, impairment, or physical or mental condition which will the employee to take leave without pay.
- B. Procedure. Leave sharing shall be approved by the receiving employee's Department Director and by the Human Resources Department subject to the following provisions:
 - 1. The receiving employee will have exhausted, all leave due to the illness or injury, impairment, or condition.
 - 2. The donating employee may donate up to twenty-four (24) hours of accrued annual vacation leave per pay period.
 - 3. Any shared leave not used by the recipient will be returned to the donor(s). Unused shared leave will be divided proportionally among the donors.
 - 4. The receiving employee will not accrue vacation or sick leave while on donated leave time.
 - 5. All donated leave must be given voluntarily.

CHAPTER 7

CODE OF CONDUCT AND CORRECTIVE ACTION

7-1 UNPROFESSIONAL CONDUCT

It is the policy of the City of Bethany to provide a high quality of service by the safe, efficient, and orderly operation of all City Departments. The examples listed below are not intended to be all-inclusive and demonstrate conduct that is unacceptable for employment with the City of Bethany:

1. Habitual tardiness or unexcused absence.
2. Not immediately returning to work after being released from a doctor's care.
3. Abuse of any city benefits.
4. Abuse of any policies regarding employee leaves.
5. Falsification of records.
6. Loss of required license or certification.
7. Discourteous conduct to citizens or co-workers.
8. Immoral, indecent, or obscene conduct.
9. Failure to meet standards for personal appearance.
10. Acceptance of a fee or gift given with the intent of influencing the employee in the performance of his or her official duties.
11. Violation of safety rules.
12. Violation of any city policy or procedure or interdepartmental regulation.
13. Use, or possession of alcohol or illegal drugs on the job or reporting to work under the influence of alcohol or drugs.
14. Taking more than specified time for meals or breaks.
15. Insubordination.
16. Destruction, theft, or misappropriation of city property.
17. Repeated failure, refusal, or neglect in performance of duties.
18. Fighting, intimidating, or coercing other employees on the job or engaging in horseplay or scuffling or other disruptive actions.
19. Concealment or failure to report a significant error, mistake or unsafe working condition or injury.
20. Improper use of authority by using official position for personal profit or advantage.
21. Wasting time, loafing, or sleeping on the job, except as required by job duties.
22. Commitment of acts, on or off the job, which would bring embarrassment, distrust, or discredit to the City of Bethany.
23. Removal of any city property or materials from the work premises without proper authorization.
24. Violations of any state laws regarding political activity.
25. Negligence, inefficiency, or incompetence in the performance of job duties.
26. The destruction, theft, or misappropriation of the personal property of another through the unauthorized use of city authority. Provided that this provision shall not apply to the destruction of contraband or to activities authorized by Court Order.
27. Any other reason which the City Manager believes, in good faith, to be for the good of the service.
28. Bringing unauthorized firearms or weapons of any sort, concealed or not, onto city property, except that firearms that are otherwise legal may be kept inside a locked vehicle on city designated parking areas.
29. Making a threat of violence or actually displaying violent behavior within the workplace.
30. Violation of City policy regarding professional conduct, harassment, and discrimination.

7-2 CORRECTIVE ACTION

The City Manager or a supervisor may find it necessary to take corrective action with respect to an employee's conduct. The corrective action taken is based upon the seriousness of the employee's conduct past record of corrective action, the length of employment the employee. If corrective action is taken with an employee, the City Manager or supervisor will:

1. Describe the unsatisfactory behavior in a corrective action notice.
2. Outline the corrective measures taken by the employer
3. Specify that any recurrence of the behavior or other unprofessional conduct could lead to further corrective action or termination.

4. Deliver the corrective action to the employee and request a signature of acknowledgement. If the employee refuses to sign, the employer will mark the document “refused to sign.” The City Manager or supervisor will then sign and date the notice and deliver to Human Resources.

7-3 PROCESS FOR DISCIPLINE, SUSPENSION, DEMOTION OR TERMINATION

Employees are hired at-will and can be suspended, demoted, or terminated for any lawful reason or no reason and are not entitled to a hearing before or after any disciplinary action.

CHAPTER 8

MISCELLANEOUS

8-1 OUTSIDE EMPLOYMENT

Employees may hold outside jobs provided that:

1. There is no conflict of interest; and
2. There is no conflict with working hours; and
3. The employee’s efficiency is maintained; and
4. Approval is given by the employee’s Department Director.

Employees may not engage in outside business activities during working hours and may not use city equipment in any outside business

8-2 PERSONAL APPEARANCE

Personal appearance is important. Employees shall dress in a manner that creates a good impression upon the people served. When uniforms are issued to employees, they will be worn during working hours.

Pierced jewelry will be visible in the ears only. Other piercings will be covered or removed while the employee is at work. Body art can be considered an expression of free speech. Bethany will allow body art as long as it is in good taste by community standards. Out of respect for our customers, the citizens of Bethany, the City will not allow face or neck tattoos and, the City requests that visible tattoos be tasteful and appropriate. The City will not allow tattoos that are vulgar, abusive, offensive, obscene, violent, or contrary to the moral standards of the community of Bethany to be seen while the employee is at work. City employees who have tattoos prior to the implementation of this handbook will be exempt from this section with preexisting tattoos only. All new tattoos will fall under this handbook.

8-3 USE OF CITY EQUIPMENT

When using City equipment and vehicles, employees are expected to exercise care, follow required maintenance, and follow all operating instructions, safety standards, and guidelines. City property and equipment is for City business only.

It is the employee’s responsibility to notify her/his supervisor when any equipment, machine, tool, or vehicle appears to be missing, damaged, defective, or in need of repair. The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles is conduct that is unacceptable to employment.

8-4 TOBACCO USE

Smoking, vaping, and the use of smokeless tobacco is prohibited throughout the workplace and extends to 25 feet beyond any portion of City buildings or facilities. Any tobacco use in City-owned vehicles is also prohibited.

8-5 CITIZEN RELATIONS

Every employee represents the City to the public. How employees present themselves and the way they perform their jobs presents an image of the entire organization. All employees are expected to be courteous, helpful, and prompt in the attention given to citizens.

8-6 EMPLOYEE RELATIONS

It is the responsibility of all employees to be respectful, to be fair in treatment of others and to conduct themselves in a non-discriminatory manner in their association with other employees and vendors.

8-7 CITY VEHICLES

City vehicles are for official use only unless an employee has been authorized to commute to and from work. Family members and civilians are not authorized to ride in City vehicles except in the performance of an employee's job duties or with permission of the City Manager. In case of an accident involving City-owned vehicles, employees must notify their supervisor and the Police Department. All employees who drive City vehicles must have a valid Oklahoma driver's license and a commercial driver's license as required. All City employees are to use seat belts when driving or riding in a City vehicle. Failure to do so can result in disciplinary action. Use of cellular phones in any manner while operating any city vehicle is prohibited.

All employees who drive City vehicles, will have their driver's license checked for validity on a semiannual basis. Those employees who are found to have lost their driving privileges is conduct that is unacceptable to employment.

Before an employee is allowed to have a vehicle to drive back and forth to work, the employee's supervisor must justify the need for this to the City Manager. The City Manager will take into account emergency callbacks or other possible needs that the City may have of the employee. The City Manager will determine those individuals who will have access to take home vehicles.

8-8 CELL PHONE USAGE

Excessive personal calls during the workday, regardless of the phone used, can interfere with employee productivity, and can be distracting to others. A reasonable standard is to limit personal calls during work time.

8-9 NEPOTISM

An employee shall not supervise, either directly or indirectly, the work of a relative which involves hiring, dismissal, disciplinary action, promotional evaluation, performance appraisal or job and work assignment. If this situation arises through a change in family composition or a job transfer/promotion, the affected employees shall immediately report the situation to the Human Resources Department. The employees may be separated by reassignment or terminated from employment as deemed necessary by the City Manager.

Relatives of present employees will not be hired into the same division within a Department. Under no circumstances shall any relative of any City Council Member, Department Director, or employee in the offices of the City Manager, the Finance Department, or the Human Resources Department be employed in a full-time or regular part-time position within the City. This restriction does not apply to seasonal positions for those persons related to a Department Director or employees in the Human Resources Department.

For purposes of this policy, relative is defined as a spouse, parent, child, sibling, grandparent, grandchild, aunt, uncle, niece, nephew, first cousin, or corresponding in-law, step, adopted or half relation, relative will include those individuals related up to the third degree.

8-10 POLITICAL ACTIVITY

- A. City employees may attend and express their views at any regular public meeting for the City of Bethany, its commissions, committees, authorities, and trusts.
- B. City employees may actively participate in all political activities. Provided, the employee does not participate in any political activity during on-duty hours or while wearing any city uniform or apparel indicating the person is employed by the City of Bethany.
- C. City employees may not utilize city equipment of any kind for political activity.
- D. It may prove difficult to be employed by the City of Bethany and run for political office. Recognizing that the time commitment to run for political office as a candidate can be extensive, the following should be considered:
 - 1. Time needed away from the employee/candidate's regular job duties for political activity;
 - 2. Amount of accrued leave time (vacation or compensatory time) available to the employee/candidate for time away from work for political activity;
 - 3. Whether leave without pay will be needed for the employee/candidate for time away from work for political activity;
 - 4. Ability of the affected department or division to continue with the city functions in the employee/candidate's absence;
 - 5. Leave away from work by an employee/candidate for political activity shall be considered for approval by the City Manager upon recommendation from the employee's department director.
 - 6. If an employee is successfully elected to a City of Bethany office, the employee must immediately resign.

8-11 EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION POLICY

The City of Bethany is committed to providing equal employment opportunities to all employees and applicants for employment. There shall be no discrimination against any employee or applicant on the basis of race, ancestry, religion, gender, age, marital or civil union status, national origin, sexual orientation, place of birth, citizenship, veteran status, or disability, as defined and required by state and federal laws. This commitment extends to every aspect of employment, including recruitment, selection, placement, training, compensation, promotion, transfer, layoff, recall, and disciplinary action. The responsibility for administering this policy is delegated to Department Heads and Supervisors.

8-12 AMERICANS WITH DISABILITIES ACT (ADA) AND ADA AMMENDMENT ACT

(ADAA)

It is the policy of The City of Bethany to comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is the City's policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, termination, compensation, training or other terms conditions and privileges of employment.

The City will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodations and/or if the accommodation creates an undue hardship to the City of Bethany. Contact the Human Resources department with any questions or request for accommodations.

Contact the Human Resources office for additional information about these policies or to file a claim.

8-13 PROFESSIONAL CONDUCT AND ANTI-HARASSMENT POLICY

The City is committed to establishing a professional and congenial work environment and will take reasonable steps to ensure that the work environment is pleasant for all who work here. All employees are expected to treat others with courtesy, consideration, and professionalism. The City will not tolerate the harassment of any employee or any member of the public by any other employee, supervisor, or customer. Employees may not use epithets, slurs or other terms or language designed to threaten, insult, intimidate or show hostility to another. Employees are prohibited from posting or circulating in the workplace any written or graphic materials or other objects that attack, defame, belittle, degrade, or show hostility or aversion to any person or group of people. In addition, harassment for any discriminatory reason, such as race, gender, national origin, disability, age, religion, or veteran status is prohibited not only by State and Federal laws but also by the policies of the City. The City prohibits not only unlawful harassment but other types of unprofessional and discourteous conduct. Accordingly, derogatory, racial, ethnic, religious, age, gender, sexual orientation, sexual or other inappropriate remarks, slurs, "jokes," written material or actions will not be tolerated in the workplace.

Included in this prohibition is a prohibition against sexual harassment, which includes unwelcome sexual advances, requests for sexual favors, or any other visual, verbal, or physical conduct of a sexual nature when:

- A. Submission to the conduct is made either implicitly or explicitly a condition of the individual's employment;
- B. Submission to or rejection of the conduct is used as a basis for an employment decision affecting the harassed employee; or
- C. The harassment has the purpose or effect of unreasonably interfering with the employee's work performance or of creating an environment which is intimidating, hostile or offensive to the employee.

Each employee must exercise his own good judgment to avoid engaging in conduct that may be perceived by others as harassment. Forms of harassment include, but are not limited to, the following:

- E. Verbal: Repeated sexual innuendos, racial or sexual epithets, derogatory slurs, off-color jokes, propositions, threats or suggestive or insulting sounds;

- F. Visual/Non-Verbal: Derogatory posters, cartoons, telefaxes, drawings, suggestive objects or pictures, graphic commentaries, leering, or obscene gestures;
- G. Physical: Unwanted physical contact including touching, interference with the individual's normal work movements or threatening gestures; and
- H. Other: Making or threatening reprisals as a result of a negative response to a harassing action.

Any employee or applicant who feels that he or she has been subjected to harassment or otherwise has been discriminated against due to his or her race, color, religion, national origin, gender, sexual orientation, age, disability, or veteran status or who witnesses such harassment of or discrimination against another employee, should promptly report the incident. A complaint form is available in the Human Resources Department. Although employees are encouraged to discuss issues of alleged harassment or discrimination with their immediate supervisor, they may bypass their immediate supervisor and report the incident directly to the Human Resources Director. In the event the employee believes the Human Resources Director is involved in the harassment or discrimination, the employee may bring the complaint to the attention of the City Manager. Further, any supervisor who gains information concerning allegations of harassment or discrimination is to immediately report the same to the Human Resources Department.

All complaints of harassment or discrimination will be investigated. In determining whether alleged conduct constitutes harassment or discrimination, the totality of the circumstances, the nature of the harassment and the context in which the alleged incidents occurred will be considered. Except as deemed necessary to investigate and remedy violations, management will keep any complaint and the information revealed in the investigation as confidential as possible.

All employees are strongly encouraged to use the complaint procedures set forth herein if they believe they have been subjected to discrimination or harassment. Before it becomes a serious problem and the conduct interferes with an individual's work performance or creates a hostile environment, employees are encouraged to notify management of conduct that may violate this policy. That will allow management time to address the situation.

The initiation of a complaint, in good faith, will not be grounds for discipline. It is a violation of the City's policy for an individual to be disciplined or otherwise disadvantaged as a result of a good faith resort to this complaint procedure. However, deliberately reporting false allegations may be considered as a form of harassment and may subject an employee to appropriate discipline.

If a person is determined to have violated this policy, the City will take appropriate action designed to prevent any further incidents of inappropriate behavior. If necessary, this could include disciplinary action up to and including termination. In addition, management and supervisory employees may face disciplinary action if they fail to take corrective action after becoming aware of the existence of harassment or discrimination, regardless of whether the victim has filed a formal complaint.

8-14 EMPLOYEE SOCIAL MEDIA/NETWORKING POLICY

Social media, including networking sites and blogs, are increasing in popularity and activity. The City of Bethany believes that social media can assist in raising visibility and support for its business. The City of Bethany is also aware that social media is not used exclusively for the City of Bethany's business and that employees are utilizing blogs and social networking sites for personal use. However, it is important to keep in mind that what is posted is traceable and permanent.

When employees create their own blogs, comment on a blog, create a LinkedIn profile, Twitter, use Facebook and/or contribute to or through any of the other online media (i.e., Wikis, blogs, chat rooms, internet forums, electronic mailing lists, etc.), they are impacting their personal image and potentially impacting the City of Bethany. If your online profile indicates that you work for the City of Bethany, then that activity is associated with the City of Bethany. Therefore, the City of Bethany asks all employees to follow the guidelines below regarding online behavior.

The sites covered in this policy include any electronic form of communication, including social networking sites such as Facebook and Instagram; professional networking sites such as LinkedIn; and live blogging tools like Twitter, as well as employee's personal blogs and those hosted by other organizations that you either author or where you post comments.

Follow these guidelines when creating and/or publishing work-related or non-work-related content online:

- **Maintain confidentiality.** Never divulge proprietary or confidential information about the City of Bethany, our employees, or our clients.
- **Represent yourself accurately.** If you are participating in an online community and commenting on topics related to our business, you must make it clear that you are speaking for yourself and not on behalf of the City of Bethany.
- **Be accurate.** When posting content, your overall goal should be to provide value through accurate information. You may not post anything that is knowingly false.
- **Be respectful.** Respect the opinions of others. You may have disagreements, but please make your opinions respectfully. The City of Bethany does not tolerate intimidating or threatening comments.

Please keep the following guidelines in mind regarding your online identity:

- Follow the rules regarding the use of the City of Bethany email outlined in the City of Bethany's Personnel Policies.
- Even when using social media sites on a personal basis, please remember to follow the City of Bethany's policies prohibiting threats and intimidation.
- The City of Bethany is not interested in limiting your ability to participate in personal social networks with a personal email address outside of the workplace. However, what you publish on these sites should never be attributed to the City of Bethany. Please make it clear that you are speaking for yourself. Furthermore, even if you do not mention the City of Bethany, that information is readily ascertainable and could reflect poorly upon you and the City of Bethany. Please use common sense when making online comments, even if you intend for them only to be personal in nature. If you choose to use your work affiliation on a social network, then you should regard all communication on that network as you would in a professional network.
- Be aware of your association with the City of Bethany in online social networks. If you identify yourself as a City of Bethany employee, ensure your profile, photographs and related content is consistent with how you wish to present yourself with colleagues and clients. In particular, if your name on Twitter is related to the City of Bethany's business, be sure that the majority of your "tweets" are on this topic.

- As they are in the public domain, the City of Bethany reserves the right to monitor social media sites and blogs.
- Any violators of these guidelines will be subject to disciplinary action, up to and including termination.

CHAPTER 9

FAMILY MEDICAL LEAVE ACT POLICY

9-1 PURPOSE OF THE ACT

The FMLA allows eligible employees to take up to 12 weeks of unpaid leave in a 12-month period for medical reasons; the birth or adoption of a child; and the care of a child, spouse, or parent of the employee who has a serious health condition. (§ 825.200(a)).

9-2 DEFINITIONS

- A. *Son or Daughter*: A biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis* who is either less than 18 years of age or 18 years of age or older and “incapable of self-care” because of a physical or mental disability at the time that FMLA leave is to commence. “Incapable of self-care” means that the individual requires active assistance or supervision to provide daily self-care in three or more activities or instruments of daily living (i.e., hygiene, eating, paying bills, cleaning, etc.). (§ 825.122(c)).
- B. *Parent*: The biological parent, adoptive, step or foster father or mother, of an employee or an individual who stood *in loco parentis* to an employee when the employee was a son or daughter. Persons who are *in loco parentis* include those with day-to-day responsibilities to care for and financially support a child. A biological relationship is not necessary. (§ 825.122(b)).
- C. *Spouse*: A husband or wife as defined or recognized under State law for purposes of marriage in the State of Oklahoma, including common law marriage under the laws of the State of Oklahoma. (§ 825.122(a)).
- D. *Health Care Provider*: A Doctor of Medicine or osteopathy who is authorized to practice medicine or surgery by the State in which the doctor practices; or any other person determined by the Secretary of Labor to be capable of providing health care services (i.e., podiatrist, dentists, clinical psychologists, optometrists, chiropractor, nurse practitioner and nurse-midwife, physician assistants, clinical social workers, and certain Christian Science practitioners). (§ 825.125(b)).
- E. *Serious Health Condition*: An illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility, continuing treatment by a health care provider or a chronic condition. (§ 825.113).
- F. *Intermittent Leave*: Leave taken in separate blocks of time due to a single qualifying reason. (§ 825.202(a)).
- G. *Reduced Leave*: A leave schedule that reduces an employee’s usual number of working hours per workweek or hours per workday. A change in the employee’s schedule for a period of time, normally from full-time to part-time. (§ 825.202(a)).

- H. *FMLA 12-Month Period*: The 12-month period is measured forward from the date an employee's first FMLA leave begins. Example: If an employee's FMLA 12-month period begins on June 9 it will run until the following June 8. (§ 825.200(b)(4)).

9-3 ELIGIBILITY REQUIREMENTS

- A. To be eligible for leave under the FMLA, an employee must have been employed by The City for at least 12 months within the past seven years *and* worked at least 1,250 hours during the previous 12-month period preceding the request for leave. (§ 825.110).
1. The 12 months do not need to be consecutive months. (§ 825.110(b)). For example, if an employee worked for The City five (5) years before the current period of employment, the previous service could be counted toward the employee's 12-month eligibility requirement.
 2. If the break in service is to fulfill National Guard or Reserve military service obligations, there is no limit in the gap between periods of employment. (§ 825.110(b)).
- B. If The City grants non-FMLA leave to an employee before the employee is eligible for FMLA leave and the employee becomes eligible for FMLA leave while on non-FMLA leave, the leave period after the date the employee becomes eligible is FMLA leave and the leave period before such leave is non-FMLA leave. (§ 825.110).
- C. An eligible employee shall be entitled to a total of 12 workweeks of leave during the FMLA 12-month period for one or more of the following *FMLA qualifying events*:

Birth or Adoption:

1. The birth of a son or daughter of the employee or placement of a son or daughter with the employee for adoption or foster care. (§ 825.112).
 - a. Both the mother and father are entitled to FMLA leave to be with the healthy newborn child (i.e., bonding time) during the 12-month period beginning on the date of birth. (§ 825.120).
 - b. The mother is entitled to FMLA leave for incapacity due to pregnancy (i.e., morning sickness), for prenatal care, or for her own serious health condition following the birth of the child. (§ 825.120).
 - c. The husband is entitled to FMLA leave if needed to care for his pregnant spouse who is incapacitated, if needed to care for her during her prenatal care, or if needed to care for the spouse following the birth of a child if the spouse has a serious health condition. (§ 825.120).
 - d. Employees may take FMLA leave *before* the actual placement or adoption of a child if an absence from work is required for placement for adoption or foster care to proceed (i.e., appear in court, counseling, or travel to another country, etc.). (§ 825.121).

- e. If both parents work for the City, the combined leave to which they are entitled is 12 weeks. However, time may be split in any manner chosen by the parents. For example, if each parent took 6 weeks of leave to care for a healthy, newborn child, each could use an additional 6 weeks due to his or her own serious health condition or to care for a child with a serious health condition. If one spouse is ineligible for FMLA leave, the other spouse would be entitled to a full 12 weeks of leave. (§ 825.120(a)).

Employee's Serious Health Condition:

- 2. A serious health condition that renders the employee “unable to perform the functions of the position” because of an illness, injury, impairment or physical or mental condition that involves inpatient care or continuing treatment by a health care provider. (§ 825.112).
 - a. An employee is “unable to perform the functions of the position” where the health care provider finds that the employee is unable to work at all or is unable to perform any one of the essential functions of the employee's position. An employee who must be absent from work to receive medical treatment for a serious health condition is considered to be unable to perform the essential functions of the position during the absence for treatment. (§ 825.123).
 - b. An on-the-job injury that qualifies as a serious health condition under FMLA will be charged to the employee's FMLA entitlement. The workers' compensation absence and FMLA leave shall run concurrently subject to proper notice and designation by the department.

Family Member's Serious Health Condition:

- 3. An employee may be eligible for FMLA when “needed to care for” the employee's spouse, son, daughter, or parent of the employee with a “*serious health condition*.” Care for parents-in-law is not covered by the FMLA. (§ 825.112; § 825.201).
 - a. “Needed to care for” means an employee may take leave to care for a family member if needed to provide physical and/or psychological care (i.e., basic medical needs, hygiene, transportation to the doctor, or emotional support). (§ 825.124).
 - b. The employee does not need to be the only individual or family member available to provide the care nor is the employee required to provide actual care. (§ 825.124).
 - c. If both spouses work for the City, each is entitled to 12 weeks to care for a sick son or daughter. If one spouse is ill and must be cared for by the other, each spouse is entitled to 12 weeks.

9-4 NOTICE AND DESIGNATION OF FMLA

- A. Eligibility notice. When an employee requests FMLA leave, or when the department/division acquires knowledge that an employee's leave may be for an FMLA-qualifying reason, the FMLA Coordinator must notify the employee of the employee's eligibility within five business days, absent extenuating circumstances. If it is determined that the employee is not eligible, the notice must state at least one reason why the employee is not eligible. See DOL Notice of Eligibility of

Rights and Responsibilities form. (§ 825.300).

- B. Employee notice requirements. An employee must provide at least verbal notice to the department/division at least 30 days before FMLA leave is to begin if the need for the leave is foreseeable based on an expected birth, placement for adoption or foster care, or a planned medical treatment for a serious health condition of the employee or a family member. If 30 days' notice is not practicable, notice must be given as soon as practicable. The notice should make the department/division aware that the employee needs FMLA leave and the anticipated timing and duration of the leave. (§ 825.302).
- C. Designation notice. It is The City's responsibility through the FMLA Coordinator to designate leave as FMLA qualifying, and to give notice of the designation of FMLA leave to the employee. When the FMLA Coordinator has enough information to determine whether the leave is being taken for an FMLA qualifying reason (e.g., after receiving the certification), the Coordinator must notify the employee within five (5) business days. See DOL Designation Notice form. (§ 825.300(d)).
 - 1. If the department/division will require the employee to present a fitness-for-duty certification to be restored to employment, it must provide notice of such requirement with the designation notice. If the fitness-for-duty is to address the employee's ability to perform the essential functions of the employee's position, it must so indicate in the designation notice and must include a list of essential functions of the employee's position. (§ 825.300(d)).
 - 2. If the information provided by the employer to the employee in the designation notice changes (e.g., the employee exhausts the FMLA entitlement), the employer shall provide, within five (5) business days of receipt of the employee's first notice of need for leave subsequent to any change, written notice of the change. (§ 825.300(d)(5)).
- D. Sufficient information to designate leave. The decision to designate leave as FMLA-qualifying must be based only on information received from the employee or the employee's spokesperson (i.e., if the employee is incapacitated, the employee's spouse, adult child, parent, doctor, etc., may provide notice to the department/division of the need for leave). (§ 825.301(b)).
 - 1. In any circumstance where there is insufficient information about the reason for an employee's use of leave, the department/division can inquire further of the employee or the employee's spokesperson to ascertain whether the leave is potentially FMLA qualifying. (§ 825.301(b)).
 - 2. If the employee or their spokesperson fails to explain the reasons for the use of leave, the FMLA leave may be denied. (§ 825.301(b)).
- E. Requesting use of approved FMLA leave. When an employee seeks leave due to an approved FMLA event, the employee must specifically reference either the qualifying reason for leave or the need for FMLA leave. (§ 825.303).
 - 1. Calling in "sick" without providing more information will not be considered sufficient notice to trigger obligations under the FMLA. (§ 825.303).
 - 2. An employee has an obligation to respond to questions designed to determine whether an absence is potentially FMLA qualifying. Failure to respond to reasonable inquiries regarding the leave request may result in denial of FMLA protection if unable to determine whether the leave is FMLA qualifying. (§ 825.303).

- F. Retroactive designation. FMLA leave may be retroactively designated with appropriate notice to the employee provided that the failure to timely designate leave does not cause harm or injury to the employee. (§ 825.301).
- G. Denial of FMLA Leave. Denial of FMLA leave requires consultation with the Personnel Department.

9-5 CERTIFICATION

- A. Certification requirement. The department/division may require an eligible employee to provide certification from a health care provider supporting the need for family and/or medical leave no later than 15 days from the date leave is requested. (§ 825.305(b)).
- B. Costs. Any and all costs associated with obtaining medical certification for purposes of FMLA are the sole responsibility of the employee.
- C. Complete and sufficient certification. In all instances in which certification is requested, it is the employee's responsibility to provide a complete and sufficient certification and failure to do so may result in denial of FMLA leave. (§ 825.305; § 825.306).
 - 1. The FMLA Coordinator shall advise an employee whenever the certification is incomplete or insufficient and shall state in writing what additional information is necessary to make the certification complete and sufficient. The employee has seven (7) calendar days to resubmit the certification. If the deficiencies are not cured in the resubmitted certification FMLA leave may be denied. (§ 825.305; § 825.306).
 - 2. A medical certification is considered incomplete if one or more of the applicable entries have not been completed. A medical certification is considered insufficient if the information is vague, ambiguous, or non-responsive. (§ 825.305; § 825.306).
 - 3. A certification that is not returned is not considered incomplete or insufficient but constitutes a failure to provide certification. (§ 825.305).
- D. Certification for each event. A separate request for leave must be submitted for each FMLA purpose. Approved leave shall only apply to that single purpose.
- E. Statement of essential functions. The department/division has the option, in requiring certification from a health care provider, to provide a statement of the essential functions of the employee's position for the health care provider to review. The essential functions of the employee's position are to be determined with reference to the position the employee held at the time notice is given or leave commenced, whichever is earlier. (§ 825.123).
- F. Certification forms. When leave is taken because of an employee's own serious health condition or the serious health condition of a family member, the employee may be required to obtain a medical certification from the health care provider. For use in obtaining medical certification, employees can either submit the current Department of Labor form WH-380E or WH-380F or some other form of documentation that sets forth the following information: (§ 825.306)

1. The name, address, telephone number, and fax number of the health care provider and type of medical practice/specialization;
 2. The approximate date on which the serious health condition commenced, and its probable duration;
 3. A statement or description of appropriate medical facts regarding the patient's health condition for which FMLA leave is requested. The medical facts must be sufficient to support the need for leave. Such medical facts may include information on symptoms, diagnosis, hospitalization, doctor visits, whether medication has been prescribed, any referrals for evaluation or treatment (physical therapy, for example), or any other regimen of continuing treatment;
 4. If the employee is the patient, information sufficient to establish that the employee cannot perform the essential functions of the employee's job as well as the nature of any other work restrictions, and the likely duration of such inability (see § 825.123(b) and (c));
 5. If the patient is a covered family member with a serious health condition, information sufficient to establish that the family member is *in need of care*, and an estimate of the frequency and duration of the leave required to care for the family member;
 6. If employee requests leave on an intermittent or reduced schedule basis for planned medical treatment of the employee's or a covered family member's serious health condition, information sufficient to establish the medical necessity for such intermittent or reduced schedule leave and an estimate of the dates and duration of such treatments and any periods of recovery;
 7. If employee requests leave on an intermittent or reduced schedule basis for the employee's serious health condition, including pregnancy, that may result in unforeseeable episodes of incapacity, information sufficient to establish the medical necessity for such intermittent or reduced schedule leave and an estimate of the frequency and duration of the episodes of incapacity; and
 8. If employee requests leave on an intermittent or reduced schedule basis to care for a covered family member with a serious health condition, a statement that such leave is medically necessary to care for the family member, which can include assisting in the family member's recovery, and an estimate of the frequency and duration of the required leave.
- G. HIPAA privacy rules. The City has a statutory right to require sufficient medical information to support an employee's request for FMLA leave for a serious health condition. Generally, HIPAA privacy rules only apply in a physician/patient relationship and not to the employee/employer relationship. The HIPAA privacy rule does not apply in situations where an employee is providing medical certification to the employer for purposes of qualifying for FMLA leave. If an employee fails to provide the requested medical information, the employee will not qualify for FMLA.
- H. Contact with health care providers. The FMLA specifically allows Human Resource professionals to contact an employee's health care provider for the sole purpose of authenticating or clarifying a medical certification but only after the employee has been given the opportunity to cure any

deficiencies. The FMLA specifically prohibits direct supervisors from contacting the employee's health care provider. (§ 825.307).

1. Recertification. If a minimum duration for the *period of incapacity* is specified, recertification may not be requested until that time period has expired. For example, if the certification states the employee will be unable to perform essential functions of job for two weeks, then the department/division cannot request recertification until those two weeks has expired. (§ 825.308).
 - a. Recertification may be requested in less than 30 days if the employee requests an extension of leave, circumstances have changed significantly from the original certification, or there are doubts about the stated reason for the employee's absence. (§ 825.308).
 - b. In all circumstances, recertification is permitted every six (6) months. (§ 825.308).
 - c. The employee is responsible for the costs of recertification. (§ 825.308).
 - d. If the recertification is not provided in 15 days, the department/division may deny continuation of FMLA leave until recertification is provided. (§ 825.308).

9-6 INTERMITTENT AND REDUCED LEAVE SCHEDULE

- A. Birth or placement of a child. When leave is taken after the birth of a *healthy* child or placement of a *healthy* child for adoption or foster care, intermittent or reduced leave may be taken only with the agreement of the supervisor. An agreement is not required for leave during which the mother has a serious health condition with the birth of her child or if the newborn child has a serious health condition. (§ 825.202(c)).
- B. Medical need for intermittent leave. Intermittent or a reduced leave schedule taken because of one's own serious health condition or to care for a parent, son or daughter with a serious health condition requires a medical need for leave and it must be that such medical need can be best accommodated through an intermittent or reduced leave schedule. (§825.202(b)).
- C. Scheduling treatment. When planning medical treatment, the employee must consult his/her supervisor and make a reasonable effort to schedule the treatment so as not to unduly disrupt operations, subject to the approval of the health care provider. (§ 825.302).
- D. Temporary transfer. An employee on intermittent leave or on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or family member may be temporarily transferred from their regular position to an alternative position for which the employee is qualified and which better accommodates recurring periods of leave. (§ 825.204).
 1. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent or reduced schedule leave. (§ 825.204(b)).
 2. When the employee no longer needs to continue the intermittent leave or reduced leave schedule the employee must be placed in the same or equivalent job as he/she left when the leave commenced. (§ 825.204(e)).

3. Transfers may require compliance with applicable collective bargaining agreements. (§ 825.204(b)).
- E. Time keeping. Intermittent and reduced leave schedule will reduce the 12-week FMLA entitlement minute for minute. (§ 825.205).

9-7 EFFECT ON PAY, ACCRUED LEAVE, BENEFITS AND POLICIES

- A. Substitution of paid leave. Generally, FMLA leave is unpaid leave. However, the City allows an employee requesting FMLA leave to substitute accrued sick leave, vacation leave, compensatory time (CTO) and donated sick leave prior to being placed in an unpaid leave status. The department/division is not required to provide sick leave benefits in any situation in which a health care professional has not certified the leave as medically necessary or has released the employee/family member from medical care. (§ 825.207).
- B. Exempt employees. If an employee is otherwise exempt from minimum wage and overtime requirements under the Fair Labor Standards Act (FLSA) as a salaried employee, providing unpaid FMLA-qualifying leave to such an employee will not cause the employee to lose the FLSA exemption. (§ 825.206).
- C. Vacation and sick leave accruals. Vacation and sick leave shall not continue to accrue during any family and/or medical leave, which exceeds two (2) consecutive payroll periods. (§ 825.209(h)).
- D. Retirement and longevity. Unpaid family and/or medical leave will result in an adjustment to the employee's retirement and longevity eligibility (see applicable state statute with respect to eligibility for members of the Police and Fire pension systems). Salary review and eligibility dates will be adjusted one day for each day of absence in excess of 30 continuous calendar days. (§ 825.209(h)).
- E. Health and welfare benefits. An employee on FMLA leave will have health and welfare benefits maintained while on leave as if the employee had continued to work instead of taking the leave.
 1. Premiums. The employee will continue to pay his/her share of the premiums during the leave period. Failure to pay the required premium may result in cancellation of the employee's coverage. (§ 825.209; § 825.210; § 825.212).
 2. COBRA. Once all leave, including FMLA, has been exhausted and the employee has been in an unpaid status exceeding two (2) consecutive payroll periods, the employee will be offered allowable continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA). Should the employee elect COBRA continuation coverage, he/she will be responsible for all premiums associated to continue health insurance coverage. Failure to pay the required premiums may result in cancellation of insurance benefits. (§ 825.209(f)).
- F. Overtime. If an employee would normally be required to work overtime but is unable to do so because of a FMLA-qualifying reason that limits the employee's ability to work overtime, the hours which the employee would have been required to work may be counted against the employee's

FMLA entitlement. Voluntary overtime hours that an employee does not work due to a serious health condition may not be counted against the employee's FMLA leave entitlement. (§ 825.205).

- G. Holiday. Holidays are counted as FMLA leave if the employee is on FMLA leave the entire week in which the holiday falls. If the employee takes FMLA for less than a full workweek in which the holiday falls, the holiday does not count as FMLA leave unless the employee was otherwise scheduled and expected to work during the holiday. (§ 825.200).
- H. Periodic reporting. The department/division may require an employee on FMLA leave to report *periodically* on the employee's status and intent to return to work. The relevant facts and circumstances related to the individual employee's leave situation must be taken into account before determining how often the employee should be required to report the status and intent of their return to work. (§ 825.311).
- I. Division reporting requirements. The department/division may require an employee to comply with the usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances. (§ 825.302).
- J. Bonuses. If a bonus, award, or other payment is based on the achievement of a specified goal (e.g., hours worked, production output, perfect attendance, safety, etc.) and the employee has not met the goal due to FMLA leave, then the bonus or payment can be denied (and does not need to be pro-rated) as long as other employees on an equivalent leave status (e.g., vacation, sick days, paid time off, etc.) for a reason that does not qualify as FMLA leave are treated the same. (§ 825.215).
- K. Secondary employment. An employee is prohibited from engaging in any secondary employment that occurs when the employee is off work from City employment on FMLA leave.
- L. Recordkeeping. Each department/division will be responsible for establishing procedures for entering and tracking FMLA leave in the payroll system for benefit purposes, as well as maintaining records and documents related to health care certifications in a separate confidential medical file. (§ 825.500).

9-8 RETURN FROM FAMILY/MEDICAL LEAVE

- A. Restoration to position. An employee returning from FMLA leave within the 12-week FMLA period shall be restored to the position held prior to the leave commencing; or if the previously held position is unavailable, shall be restored to an equivalent position with equivalent pay and benefits, within his/her current department or division. (§ 825.214).
 - 1. Necessary leave. An employee may not be required to take more FMLA leave than necessary to resolve the circumstance that precipitated the need for leave. (§ 825.311(c)).
 - 2. Light duty. If an employee accepts a light duty assignment while still eligible for FMLA leave, he/she has reinstatement rights to his/her original or an equivalent job, but only until the end of the FMLA 12-month period. (§ 825.220(d)).
 - 3. Qualifications expired. If an employee is no longer qualified for the position because of the employee's inability to attend a necessary course, renew a license, etc. as a result of the leave,

the employee shall be given a reasonable opportunity to fulfill those conditions upon return. (§ 825.215(b)).

- B. Medical release to return to work. Prior to an employee's return to work, the employee may be required to provide The City with a medical release, indicating that he/she is able to resume work. (§ 825.312(a))
- C. Fitness for duty. The department/division is entitled to a fitness-for-duty certification up to once every 30 days if reasonable safety concerns exist regarding the employee's ability to perform his/her duties, based on the serious health condition for which the employee took such leave. In order to require a fitness-for-duty, the department/division must provide an employee with a list of the essential job functions no later than with the designation notice and it must be indicated in the designation notice that the fitness-for-duty must address the employee's ability to perform those essential functions. (§ 825.312(a)).
 - 1. The cost of the fitness-for-duty shall be borne by the employee. (§ 825.312(c)).
 - 2. A department/division may delay restoration to employment until an employee submits a required fitness-for-duty. (§ 825.312(e)).
 - 3. An employee who does not provide a fitness-for-duty certification or requests additional FMLA leave is no longer entitled to reinstatement under the FMLA. (§ 825.312(e)).
- D. Second opinion. The City reserves the right to obtain a second opinion, and if necessary, a third opinion, at the City's expense. If the second or third opinion supports the original release, the employee shall be compensated, from the date of the original release. However, if *both* the second and third opinion do not support the original release, the employee shall not be compensated for time lost. (§ 825.307(b)).

9-9 FAILURE TO RETURN FROM FAMILY/MEDICAL LEAVE

- A. Failure to Return. An employee who fails to return from FMLA leave after the 12 weeks of FMLA leave has expired and has not been approved for leave of absence or after being medically certified to do so, may be subject to disciplinary action, up to and including termination.
- B. Personal leave of absence. An employee who is medically unable to return to work after the 12-week FMLA period has expired and is unable to perform the essential functions of his/her position with or without restrictions, may apply for a leave of absence through his/her department director. (See Personal Leave of Absence Section of the Personnel Policies).
 - 1. If the leave of absence is approved, the employee will be permitted to use accrued vacation/sick leave/comp time. If the employee does not have any accrued vacation, sick leave, or comp time, he/she will be placed in an unpaid status.
 - 2. If after the leave of absence expires the employee remains unable to perform the essential functions of the position, he/she held at the time FMLA was granted (with or without restrictions), the employee may be subject to termination.

3. Medical documentation from the employee's health care provider indicating that the employee is unable to work because of the continuation, recurrence, or onset of the serious health condition, must be provided at the time the leave of absence is requested. The City reserves the right to investigate an employee's continued absence. **Note:** Continued absences due to job injuries are covered under applicable job injury policies.
- C. Restoration after expiration of FMLA. The employee does not have the right to restoration to his/her position after the 12-week FMLA entitlement has expired, except where the employee's job injury leave exceeds the FMLA period. In that instance, the employee will be restored according to applicable injury leave policies. An employee whose medical leave exceeds 12 weeks will be returned to the same or similar position, only if available. If the same or similar position is not available, the employee may be terminated.

9-10. ADMINISTRATION

- A. Each City department shall have an assigned FMLA Coordinator who is responsible for administration of the FMLA policy as it pertains to that department's employees. If an employee has questions or concerns about the interpretation or administration of the FMLA policy, they are to consult their FMLA Coordinator.
- B. The Personnel Department shall be responsible for general oversight and interpretation of the FMLA; provide advice and guidance to all FMLA Coordinators regarding applications of the Act; and, the coordination of all FMLA dispute resolution activities between The City and the United States Department of Labor, Wage and Hour Division.

CHAPTER 10

FAMILY AND MEDICAL LEAVE ACT OF 1993 –QUALIFYING EXIGENCY AND MILITARY CAREGIVER LEAVE

10-1 PURPOSE

As of January 28, 2008, the FMLA allows two new forms of leave benefits for families of military servicemembers – qualifying exigency leave and leave to care for an injured or ill military family member. The same rules that apply to traditional FMLA provisions apply to servicemember family and medical leave. The servicemember family and medical leave amendments allow eligible employees to take up to twelve (12) weeks of FMLA leave in a twelve (12) month period for a qualifying exigency. The Act further allows up to 26 weeks of leave in a twelve (12) month period to an eligible employee who is the primary caregiver of a servicemember in the Armed Forces with a serious injury or illness incurred in the line of active duty. This policy shall not supersede specific language in the collective bargaining agreements, unless required by Federal or State law. This policy is not intended to change any existing terms and conditions of employment in effect in any of the bargaining agreements.

10-2 DEFINITIONS

- A. *Son or daughter:* The employee's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the employee stood in *loco parentis*, who is on active duty or call to active-duty status and who is of any age. (§ 825.122(g); § 825.127(b)(1)).

- B. *Parent (of a covered servicemember)*: The biological parent of an employee or an individual who stood in *loco parentis* to an employee. Persons who are *in loco parentis* include those with day-to-day responsibilities to care for and financially support a child. A biological relationship is not necessary. (§ 825.122(b); § 825.127(b)(2)).
- C. *Spouse*: A husband or wife as defined or recognized under State law for purposes of marriage in the State of Oklahoma, including common law marriage under the laws of the State of Oklahoma. (§ 825.122(a)).
- D. *Next of Kin (of a covered servicemember)*: A servicemember's nearest blood relative in the following order: (1) blood relatives with legal custody of the servicemember (2) siblings (3) grandparents (4) aunts and uncles (5) first cousins. The highest priority is given to a blood relative whom the servicemember has designated as the next of kin. Once this designation is made, that relative is deemed the only next of kin eligible to take military caregiver leave. If the servicemember does not designate a next of kin, multiple family members with the same level of relationship may take leave, either consecutively or simultaneously. (§ 825.122(d); § 825.127(b)(3)).
- E. *Health Care Provider*: For purposes of leave taken to care for a covered servicemember, any one of the following health care providers may complete such certification: (1) United States Department of Defense ("DOD") health care provider (2) a United States Department of Veterans Affairs ("VA") health care provider; (3) a DOD Tricare network authorized private health care provider; or (4) a DOD non-network Tricare authorized private health care provider. (§ 825.310(a)).
- F. *Intermittent Leave*: Leave taken in separate blocks of time due to a single qualifying reason. (§ 825.202(a)).
- G. *Reduced Leave*: Leave schedule that reduces an employee's usual number of working hours per workweek or hours per workday. A change in the employee's schedule for a period of time, normally from full-time to part-time. (§ 825.202(a)).
- H. *FMLA 12- Month Period*: The 12-month period measured forward from the date an employee's first FMLA leave begins. Example: If an employee's FMLA 12-month period begins on June 9 it will run until the following June 8. (§ 825.200 (b) (4)).
- I. *Active Duty*: Military duty that results in the call or order to, or retention on, active duty of members of the uniformed services under Title 10 §§ 688, 12301(a), 12302, 12304, 12305 or 12406, chapter 15 of Title 10 or any other provision of law during a war or during a national emergency declared by the President or Congress. (10 U.S.C. § 101(a)(13)(B)).
- J. *Contingency Operation*: A military operation:
1. Designated by the Secretary of Defense as an operation in which members of the armed forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or
 2. Resulting in the call or order to, or retention on, active duty of members of the uniformed services under section 688, 12301(a), 12302, 12304, 12305, or 12406 of Title 10 of the United States Code, chapter 15 of Title 10 of the United States Code, or any other provision

of law during a war or during a national emergency declared by the President or Congress. See also (§ 825.126(b)(3); § 825.800).

- K. *Covered Servicemember*: A member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. (§ 825.800; § 825.127(a)).
- L. *Outpatient Status*: The status of a member of the Armed Forces assigned to (1) a military medical treatment facility as an outpatient or (2) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients. (§ 825.127(a)(2)).
- M. *Serious Injury or Illness*: An injury or illness incurred by the servicemember in line of duty on active duty that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating. (§ 825.127(a)(1)).
- N. *Qualifying Exigency*: A qualifying exigency includes: (1) short notice deployment of seven or fewer calendar days; (2) military events and related activities; (3) childcare and school activities for a child under 18 (or older if incapable of self-support); (4) financial and legal arrangements; (5) counseling for employee, military member or child under 18 (or older if incapable of self-support); (6) rest and recuperation of up to 5 days per break *while on deployment*; (7) post-deployment activities and issues related to death of military member on active duty for 90 days; or (8) additional activities per agreement of employer and employee. (§ 825.126(a)).

10-3 QUALIFYING EXIGENCY

An eligible employee can receive up to 12 weeks of leave in a twelve-month period for a qualifying exigency arising from Federal active duty/call-up of the employee's spouse, child (of any age) or parent. Exigency leave applies only to a federal call to duty or a state call under order of the President. Qualifying exigencies leave only applies to families of National Guard and Reserve and certain retired members of the Armed Forces and not to families of regular armed service members on active duty. (§ 825.126).

- A. **ELIGIBILITY**: To be eligible for leave under the FMLA for a qualifying exigency, an employee must:
 - 1. Have been employed by the City for at least twelve (12) months; and
 - 2. Worked at least 1,250 hours during the previous twelve (12) month period preceding the request for leave; and
 - 3. Be the spouse, son/daughter, or parent to a servicemember in the National Guard, Reserve, and certain retired members of the Armed Forces; and provide certification of a qualifying exigency as defined above.
- B. **CERTIFICATION**: The FMLA permits an employer to require that employees submit a timely, complete, and sufficient certification to support a request for FMLA leave due to a qualifying exigency. See the attached Department of Labor Form WH-384 – Certification of Qualifying Exigency for Military Family Leave. The employee must either complete this form or provide:

1. a statement signed by the employee with appropriate facts regarding the qualifying exigency; and
2. approximate date on which the qualifying exigency will commence; and
3. the beginning and ending dates of leave; and
4. an estimate of frequency and duration if on intermittent leave or reduced leave schedule; and
5. if the qualifying exigency involves meeting with a third party, appropriate contact information for the individual with whom the employee is meeting and a brief description of the purpose of the meeting. (§ 825.309(b)).

10-4 MILITARY CAREGIVER LEAVE

An employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 workweeks of leave in a 12-month period to care for a servicemember with a serious injury or illness incurred in the line of active duty. This leave benefit is covered on a per-covered-servicemember, per-injury basis. An eligible employee may be entitled to take more than one period of 26 workweeks of leave if the leave is to care for different covered servicemembers or to care for the same servicemember with a subsequent serious injury or illness. (§ 825.127(c)).

A. ELIGIBILITY: To be eligible for leave under the FMLA, an employee must:

1. Have been employed by The City for at least twelve (12) months; and
2. Worked at least 1,250 hours during the previous twelve (12) month period preceding the request for leave. (29 U.S.C. § 2611 (2) (A) (i) (ii); and
3. Be the spouse, son/daughter or next of kin to a member of the Armed Forces, National Guard, Reserves and servicemembers on the temporary disability retired list; and
4. Provide certification that the covered servicemember incurred a serious illness or injury in the line of duty on active duty for which he/she is undergoing: (1) medical treatment; (2) therapy; (3) recuperation; (4) outpatient treatment; or (5) on the temporary disability list.

B. CERTIFICATION: The FMLA provides that an employer may require an employee seeking leave due to a serious injury or illness of a covered servicemember to submit a certification, from a health care provider as defined above, providing sufficient facts to support the request for leave. To determine whether an employee is eligible to receive FMLA leave, the employee must complete the attached Department of Labor Form WH-385 – Certification for Serious Injury or Illness of Covered Servicemember – for Military Family Leave or provide:

1. The name, address, and appropriate contact information of the health care provider, the type of practice, the medical specialty and whether the health care provider is a DOD health care provider, a VA health care provider, a DOD Tricare network authorized private health care provider, a DOD non-network Tricare authorized private health care provider; and
2. whether the serious injury or illness was incurred in the line of duty; and
3. the approximate date on which the serious injury or illness commenced and probable duration;

and

4. a statement of appropriate medical facts regarding the covered servicemember's health condition; and
5. information sufficient to establish that the covered servicemember is *in need of care* and the estimated beginning and ending dates for treatment and recovery; and
6. whether there is a medical necessity for the covered servicemember to have intermittent leave or a reduced leave schedule and an estimate of the treatment schedule. (§ 825.310(a) & (b)).

In lieu of the Department of Labor Form WH-385 or an employee's own certification form, it is sufficient to accept either "invitational travel orders" (ITOs) or "invitational travel authorizations" (ITAs) issued to any family member to join an injured or ill servicemember at his or her bedside. (§ 825.310(e)).

10-5 NOTICE AND DESIGNATION OF FMLA

- A. *Eligibility notice.* When an employee requests FMLA leave, or when the department/division acquires knowledge that an employee's leave may be for an FMLA-qualifying reason, the FMLA Coordinator must notify the employee of the employee's eligibility within five business days, absent extenuating circumstances. If it is determined that the employee is not eligible, the notice must state at least one reason why the employee is not eligible. See DOL Notice of Eligibility of Rights and Responsibilities form. (§ 825.300).
- B. *Employee notice requirements.* An employee must provide at least verbal notice to the department/division at least 30 days before FMLA leave is to begin if the need for the leave is foreseeable. If 30 days' notice is not practicable, notice must be given as soon as practicable. The notice should make the department/division aware that the employee needs FMLA leave and the anticipated timing and duration of the leave. (§ 825.302).
- C. *Designation notice.* It is the City's responsibility through the FMLA Coordinator to designate leave as FMLA qualifying, and to give notice of the designation of FMLA leave to the employee. When the FMLA Coordinator has enough information to determine whether the leave is being taken for an FMLA qualifying reason (e.g., after receiving the certification), the Coordinator must notify the employee within five (5) business days. See DOL Designation Notice form. (§ 825.300(d) § 825.127(c)(4)).
 1. If the information provided by the employer to the employee in the designation notice changes (e.g., the employee exhausts the FMLA entitlement), the employer shall provide, within five (5) business days of receipt of the employee's first notice of need for leave subsequent to any change, written notice of the change. (§ 825.300(d)(5)).
- D. *Sufficient information to designate leave.* The decision to designate leave as FMLA-qualifying must be based only on information received from the employee.
 1. In any circumstance where there is insufficient information about the reason for an employee's use of leave, the department/division can inquire further of the employee or the employee's spokesperson to ascertain whether the leave is potentially FMLA qualifying. (§ 825.301(b)).
 2. If the employee or their spokesperson fails to explain the reasons for the use of leave, the FMLA

leave may be denied. (§ 825.301(b)).

- E. *Requesting use of approved FMLA leave.* When an employee seeks leave due to an approved FMLA event, the employee must specifically reference either the qualifying reason for leave or the need for FMLA leave. (§ 825.303).
 - 1. Calling in without providing information about the reason for the FMLA leave will not be considered sufficient notice to trigger obligations under the FMLA. (§ 825.303).
 - 2. An employee has an obligation to respond to questions designed to determine whether an absence is potentially FMLA qualifying. Failure to respond to reasonable inquiries regarding the leave request may result in denial of FMLA protection if unable to determine whether the leave is FMLA qualifying. (§ 825.303).
- F. *Retroactive designation.* FMLA leave may be retroactively designated with appropriate notice to the employee provided that the failure to timely designate leave does not cause harm or injury to the employee. (§ 825.301).
- G. *Denial of FMLA Leave.* Denial of FMLA leave requires consultation with the Personnel Department.

10-6 CERTIFICATION

- A. *Certification requirement.* The department/division may require an eligible employee to provide certification supporting a qualifying exigency or certification from a health care provider supporting the need for FMLA leave no later than 15 days from the date leave is requested. (§ 825.305(b)).
- B. *Costs.* Any and all costs associated with obtaining medical certification for purposes of FMLA are the sole responsibility of the employee.
- C. *Complete and sufficient certification.* In all instances in which certification is requested, it is the employee's responsibility to provide a complete and sufficient certification and failure to do so may result in denial of FMLA leave. (§ 825.305; § 825.306; § 825.310(f)).
 - 1. The FMLA Coordinator shall advise an employee whenever the certification is incomplete or insufficient and shall state in writing what additional information is necessary to make the certification complete and sufficient. The employee has seven (7) calendar days to resubmit the certification. If the deficiencies are not cured in the resubmitted certification FMLA leave may be denied. (§ 825.305; § 825.306).
 - 2. A medical certification is considered incomplete if one or more of the applicable entries have not been completed. A medical certification is considered insufficient if the information is vague, ambiguous, or non-responsive. (§ 825.305; § 825.306).
 - 3. A certification that is not returned is not considered incomplete or insufficient but constitutes a failure to provide certification. (§ 825.305).
- D. *Certification for each event.* A separate request for leave must be submitted for each FMLA purpose. Approved leave shall only apply to that single purpose.

- E. *HIPAA privacy rules.* The City has a statutory right to require sufficient medical information to support an employee's request for FMLA leave. Generally, HIPAA privacy rules only apply in a physician/patient relationship and not to the employee/employer relationship. The HIPAA privacy rule does not apply in situations where an employee is providing medical certification to the employer for purposes of qualifying for FMLA leave. If an employee fails to provide the requested medical information, the employee will not qualify for FMLA.
- F. *Contact with health care providers.* The FMLA specifically allows Human Resource professionals to contact an employee's health care provider for the sole purpose of authenticating or clarifying a medical certification but only after the employee has been given the opportunity to cure any deficiencies. The FMLA specifically prohibits direct supervisors from contacting the employee's health care provider. (§ 825.307).
- G. *Recertification and second opinions.* The City may not utilize the second and third opinion process or the recertification process during the period of time in which leave is supported by an ITO or ITA. (§ 825.310(e)(2)).
- H. *Confirmation of relationship.* The City may require an employee to provide confirmation of a covered family member relationship to the seriously ill or injured servicemember when an employee supports his or her request for FMLA leave with an ITO or an ITA. (§ 825.310(e)(3)).
- I. *Qualifying exigency verification.* If an employee submits a complete and sufficient certification to support his or her request for leave because of a qualifying exigency, The City may not request additional information from the employee. (§ 825.309(d)).
- J. *Qualifying exigency meeting with third party.* If the qualifying exigency involves meeting with a third party, a representative from the Personnel Department may contact the individual or entity with whom the employee is meeting for purposes of verifying a meeting or appointment schedule and the nature of the meeting. The employee's permission is not required but no additional information can be requested by the City. (§ 825.309(d)).
- K. *Verification of active duty.* A representative from the Personnel Department may contact an appropriate unit of the Department of Defense to request verification that a covered military member is on active duty or call to active-duty status. No additional information may be requested. (§ 825.309(d)).

10-7 INTERMITTENT AND REDUCED LEAVE SCHEDULE

- A. *Qualifying exigency or to care for a covered servicemember.* Intermittent or reduced leave schedule may be taken for qualifying exigencies or where the employee is caring for a covered servicemember. (§ 825.202(b)(2)).
- B. *Medical need for intermittent leave.* Intermittent or a reduced leave schedule taken to care for a covered servicemember requires a medical need for leave and it must be that such medical need can be best accommodated through an intermittent or reduced leave schedule. (§825.202(b)).
- C. *Scheduling treatment.* When planning medical treatment or leave for a qualifying exigency, the employee must consult his/her supervisor and make a reasonable effort to schedule the treatment and/or appointment so as not to unduly disrupt operations. (§ 825.302).

- D. *Temporary transfer.* An employee on intermittent leave or on a reduced leave schedule that is foreseeable based on planned medical treatment for a covered servicemember or appointments arising out of a qualifying exigency may be temporarily transferred from their regular position to an alternative position for which the employee is qualified and which better accommodates recurring periods of leave. (§ 825.204).
1. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent or reduced schedule leave. (§ 825.204(b)).
 2. When the employee no longer needs to continue the intermittent leave or reduced leave schedule the employee must be placed in the same or equivalent job as he/she left when the leave commenced. (§ 825.204(e)).
 3. Transfers may require compliance with applicable collective bargaining agreements. (§ 825.204(b)).
- E. *Time keeping.* Intermittent and reduced leave schedule will reduce the 12-week (or 26-week) FMLA entitlement minute for minute. (§ 825.205).

10-8 EFFECT ON PAY, ACCRUED LEAVE, BENEFITS AND POLICIES

- A. *Substitution of paid leave.* Generally, FMLA leave is unpaid leave. However, the City allows an employee requesting FMLA leave to substitute accrued sick leave, vacation leave, compensatory time (CTO) and donated sick leave prior to being placed in an unpaid leave status. The department/division is not required to provide sick leave benefits in any situation in which the covered servicemember's health care provider has not certified the leave as medically necessary or has released the covered servicemember from medical care. (§ 825.207).
- B. *Exempt employees.* If an employee is otherwise exempt from minimum wage and overtime requirements under the Fair Labor Standards Act (FLSA) as a salaried employee, providing unpaid FMLA-qualifying leave to such an employee will not cause the employee to lose the FLSA exemption. (§ 825.206).
- C. *Vacation and sick leave accruals.* Vacation and sick leave shall not continue to accrue during any FMLA leave, which exceeds two (2) consecutive payroll periods. (§ 825.209(h)).
- D. *Retirement and longevity.* Unpaid FMLA leave will result in an adjustment to the employee's retirement and longevity eligibility (see applicable state statute with respect to eligibility for members of the Police and Fire pension systems). Salary review and eligibility dates will be adjusted one day for each day of absence in excess of 30 continuous calendar days. (§ 825.209(h)).
- E. *Health and welfare benefits.* An employee on FMLA leave will have health and welfare benefits maintained while on leave as if the employee had continued to work instead of taking the leave.

1. *Premiums.* The employee will continue to pay his/her share of the premiums during the leave period. Failure to pay the required premium may result in cancellation of the employee's coverage. (§ 825.209; § 825.210; § 825.212).
 2. *COBRA.* Once all leave, including FMLA, has been exhausted and the employee has been in an unpaid status exceeding two (2) consecutive payroll periods, the employee will be offered allowable continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA). Should the employee elect COBRA continuation coverage, he/she will be responsible for all premiums associated to continue health insurance coverage. Failure to pay the required premiums may result in cancellation of insurance benefits. (§ 825.209(f)).
- F. *Overtime.* If an employee would normally be required to work overtime but is unable to do so because of a FMLA-qualifying reason that limits the employee's ability to work overtime, the hours which the employee would have been required to work may be counted against the employee's FMLA entitlement. Voluntary overtime hours that an employee does not work due to a serious health condition may not be counted against the employee's FMLA leave entitlement. (§ 825.205(c)).
- G. *Holiday.* Holidays are counted as FMLA leave if the employee is on FMLA leave the entire week in which the holiday falls. If the employee takes FMLA for less than a full workweek in which the holiday falls, the holiday does not count as FMLA leave unless the employee was otherwise scheduled and expected to work during the holiday. (§ 825.200).
- H. *Periodic reporting.* The department/division may require an employee on FMLA leave to report *periodically* on the employee's status and intent to return to work. The relevant facts and circumstances related to the individual employee's leave situation must be taken into account before determining how often the employee should be required to report the status and intent of their return to work. (§ 825.311).
- I. *Division reporting requirements.* The department/division may require an employee to comply with the usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances. (§ 825.302(d)).
- J. *Bonuses.* If a bonus, award, or other payment is based on the achievement of a specified goal (e.g., hours worked, production output, perfect attendance, safety, etc.) and the employee has not met the goal due to FMLA leave, then the bonus or payment can be denied (and does not need to be pro-rated) as long as other employees on an equivalent leave status (e.g., vacation, sick days, paid time off, etc.) for a reason that does not qualify as FMLA leave are treated the same. (§ 825.215(c)(2)).
- K. *Secondary employment.* An employee is prohibited from engaging in any secondary employment that occurs when the employee is off work from City employment on FMLA leave.
- L. *Recordkeeping.* Each department/division will be responsible for establishing procedures for entering and tracking FMLA leave in the payroll system for benefit purposes, as well as maintaining records and documents related to health care certifications in a separate confidential medical file. (§ 825.500).

10-9 RETURN FROM FAMILY/MEDICAL LEAVE

- A. *Restoration to position.* An employee returning from FMLA leave within the 12-week (or 26-week) FMLA period shall be restored to the position held prior to the leave commencing; or if the previously held position is unavailable, shall be restored to an equivalent position with equivalent pay and benefits, within his/her current department or division. (§ 825.214).
- B. *Necessary leave.* An employee may not be required to take more FMLA leave than necessary to resolve the circumstance that precipitated the need for leave. (§ 825.311(c)).
- C. *Qualifications expired.* If an employee is no longer qualified for the position because of the employee's inability to attend a necessary course, renew a license, etc. as a result of the FMLA leave, the employee shall be given a reasonable opportunity to fulfill those conditions upon return. (§ 825.215(b)).

10-10 FAILURE TO RETURN FROM FAMILY/MEDICAL LEAVE

- A. *Failure to Return.* An employee who fails to return from FMLA leave after the 12 weeks (or 26 weeks) of FMLA leave has expired and has not been approved for leave of absence or after being medically certified to do so, may be subject to disciplinary action, up to and including termination.
- B. *Personal leave of absence.* An employee who is unable to return to work after the 12-week (or 26-week) FMLA period has expired may apply for a leave of absence through his/her department director. (See Personal Leave of Absence Section of the Personnel Policies).
 - 1. If the leave of absence is approved, the employee will be permitted to use accrued vacation/sick leave/comp time. If the employee does not have any accrued vacation, sick leave, or comp time, he/she will be placed in an unpaid status.
 - 2. If after the leave of absence expires the employee may be subject to termination.
- C. *Restoration after expiration of FMLA.* The employee does not have the right to restoration to his/her position after the 12-week (or 26-week) FMLA entitlement has expired. An employee whose leave exceeds 12 weeks (or 26 weeks) will be returned to the same or similar position, only if available. If the same or similar position is not available, the employee may be terminated.

10-11 ADMINISTRATION

- A. Each City department shall have an assigned FMLA Coordinator who is responsible for administration of the Servicemember FMLA policy as it pertains to that department's employees. If an employee has questions or concerns about the interpretation or administration of the Servicemember FMLA policy, they are to consult their FMLA Coordinator.
- B. The Personnel Department shall be responsible for general oversight and interpretation of the Servicemember FMLA; provide advice and guidance to all FMLA Coordinators regarding applications of the Act; and, the coordination of all FMLA dispute resolution activities between The City and the United States Department of Labor, Wage and Hour Division.

CHAPTER 11

ALCOHOL & CONTROLLED SUBSTANCE TESTING POLICY AND PROCEDURE

11-1 POLICY STATEMENT

The City recognizes the importance of a drug and alcohol-free workplace. The abuse of drugs, alcohol or other chemical substances by an employee endangers the safety of the public, the employee, and other City employees. The City recognizes that it is in its best interest, as well as the best interest of its employees and the public, to prevent and eliminate drug, alcohol, and/or substance abuse in the workplace. Any employee found using, possessing, selling, distributing or being under the influence of alcohol, marijuana, an unlawfully used drug, or another prohibited or impairing substance while on City property or while using City equipment, or as otherwise prohibited by this Policy may be subject to discipline up to and including termination of employment.

11-2 EFFECTIVE DATE

This policy will be effective ten (10) days after posting in a prominent place at all City facilities where employees routinely report for duty and following distribution of the policy to all employees. In addition, a copy will be given to each applicant for employment upon receipt of a conditional offer of employment.

11-3 APPLICATION

This policy applies to all employees as well as all applicants for employment once they have received a conditional offer of employment. Employee is defined as any person who supplies labor for remuneration to his or her employer in this state and shall not include an independent contractor, subcontractor, or employees of an independent contractor, unless otherwise provided for by contract. This policy will comply with the Oklahoma Standards for Workplace Drug and Alcohol Testing Act, 40 O.S. §551, *et seq.* (Act) as amended.

11-4 APPLICANT PRE-EMPLOYMENT TESTING

All applicants will undergo drug and/or alcohol testing following a conditional offer of employment, but prior to final hiring and assignment. Refusal to undergo a test, or a positive test, will result in the City withdrawing its conditional offer of employment. A confirmed positive marijuana test may be used as a basis for withdrawing a conditional offer in accordance with Sections 16 and 19 of this Policy. The City will not withdraw an offer solely because an applicant holds a valid Oklahoma medical marijuana license. In addition, adulteration of a specimen for a drug or alcohol test will be considered as a refusal to undergo a test.

11-5 FOR CAUSE TESTING

Drug and/or alcohol testing may be conducted on any employee at any time the City has reasonable suspicion there is cause to believe an employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances:

- 5.1 Observation of drugs or alcohol on or about the employee's person or in the employee's vicinity;
- 5.2 Observation of conduct on the part of the employee that suggests that the employee is impaired or is under the influence of drugs or alcohol;
- 5.3 Receipt of a report of drug or alcohol use by an employee while at work;
- 5.4 Information that an employee has tampered with drug or alcohol testing at any time;
- 5.5 Negative job performance patterns by the employee; or
- 5.6 Excessive or unexplained absenteeism or tardiness.

The supervisor will verbally inform the employee of the reason for the test. Additionally, the attached Reasonable Suspicion Determination Report will be completed and signed by the supervisor(s)/witnesses within 24 hours of the event. A copy of the Report will be forwarded to the Human Resources Department.

The employee involved must stop work immediately and will be transported as soon as possible to the designated testing facility by a management/supervisory employee. The employee will not be allowed back to work until the results of the test are known.

11-6 POST-ACCIDENT TESTING

Post-Accident drug and/or alcohol testing may be conducted on an employee where there has been damage to City property or equipment while the employee was at work or the employee or another person has sustained an injury while at work. The post-accident test will be administered while the employee is still on duty or as close to as possible. No employee required to take a post-accident alcohol or drug test may use any alcohol or drugs, of any kind, following the accident until the employee undergoes the post-accident testing.

11-7 RANDOM TESTING

The City may, at various times, randomly select members of the following employment groups, at its discretion, for unannounced random testing for drugs or alcohol:

- 7.1 police officers;
- 7.2 firefighters;
- 7.3 persons engaged in activities which directly affect the safety of the public;
- 7.4 employees whose work involves direct contact with inmates in the custody of the Department of Correction; or
- 7.5 employees whose work requires possession of a CDL.

11-8 PERIODIC SCHEDULED TESTING

The City may require an employee in any of the employment groups identified in Section 7 above to undergo drug or alcohol testing as part of a routinely scheduled employee fitness for duty examination or in connection with the employee's return to duty from a leave of absence.

11-9 POST REHABILITATION TESTING

The City may require an employee to undergo drug and/or alcohol testing, without prior notice, for a period of up to two (2) years after the employee's return to work following a confirmed positive test result or following participation in a drug or alcohol dependency program. Post-rehabilitation testing will be conducted in addition to any other testing the employee is subject to under this policy.

11-10 SUBSTANCE FOR WHICH TESTS MAY BE GIVEN

The City reserves the right to test for drugs, including marijuana components or metabolites, and for the presence of alcohol. For marijuana, a positive test means a result at or above the cutoff concentration level established by the United States Department of Transportation or Oklahoma law regarding being under the influence, whichever is lower. Other threshold reporting levels will be those established and maintained by applicable state or federal law for the position held by the employee. Any positive levels below those established reporting levels will not be reported to the City's Review Officer by the testing laboratory.

11-11 METHODS AND DOCUMENTATION

Collection, storage, transportation, testing facilities, and testing procedures will be conducted in accordance with rules established by the State Board of Health. Samples may be collected on the premises of the City at its election. Body component samples will be collected with due regard to the privacy of the individual being tested. In no case may any City employee directly observe collection of a urine sample. A written record of the chain of custody of the sample will be maintained until the sample is no longer required.

All sample testing will conform to scientifically accepted analytical methods and procedures. Testing will include confirmation testing of any positive test results by gas chromatography, gas chromatography-mass spectroscopy, or an equivalent scientifically accepted method of equal or greater accuracy as approved by the State Board of Health at the cut off levels as determined by the State Board of Health. In the case of the use of Breathalyzer testing method, no discipline may be imposed unless there is a confirmation test performed on a second sample that confirms the prior results.

An applicant or employee will be given the opportunity to provide notification of any information which he/she considers relevant to the test, including currently or recently used drugs or other relevant information. In the event that an applicant or employee wishes to challenge the results of the City's test, he/she may do so as provided in this policy. The applicant or employee must have had the sample collected within one hour of the City's sample and such retest must be in accordance with the standards set forth by the State Board of Health and in this policy.

11-12 COSTS

The City is responsible for all costs associated with drug or alcohol testing. However, if an applicant or employee requests a confirmation test of a sample within twenty-four (24) hours of receiving notice of a positive test result in order to challenge the results of the positive test, the applicant or employee is

responsible for the cost of the confirmation test unless the confirmation test reverses the findings of the challenged positive test. In such case, the City will reimburse the person for the cost of the confirmation test.

11-13 REFUSAL TO UNDERGO TESTING OR TAMPERING WITH SAMPLE

Employees who refuse to undergo testing according to the terms of this policy will be subject to disciplinary action up to and including termination. Adulteration of a specimen or of a drug or alcohol test will be considered as a refusal to undergo a test and will result in disciplinary action up through and including termination of employment.

11-14 REVIEW OFFICER

The City will contract with a Review Officer who will receive confirmed positive test results from the testing facility and evaluate those results in conjunction with the subject employee and/or applicant. The Review Officer will be qualified by the Board of Health to receive, interpret, and evaluate the test results. Upon receiving a confirmed positive test result, the Review Officer will contact the applicant or employee prior to notification of City officials. The applicant or employee will be given the opportunity to explain the test results.

11-15 CONFIDENTIALITY

The City will treat all tests and all information related to such tests, as confidential materials. All records relating to drug testing will be kept separated from personnel records. The records are the property of the City but will be made available to the affected applicant or employee for inspection and copying upon request and will also be available for review by the City's Review Officer. Except as set forth below, the records will not be released to any person other than the applicant or the employee without that person's express written permission. However, the City may release the records:

- 15.1 To comply with a valid judicial or administrative order;
- 15.2 As admissible evidence in a case or proceeding before a court of record or administrative agency if the employee or the City is named as a party in the case or proceeding; or
- 15.3 To employees or agents of the City who need access to the records in connection with the administration of this Policy and the Act.

11-16 DISCIPLINARY ACTION

The City may elect to take disciplinary action, up to and including termination of employment, against an employee who: 1) tests positive for drugs and/or alcohol; 2) refused to test under this policy; or 3) adulterates a specimen for a drug or alcohol test. For marijuana, disciplinary action based on a confirmed positive test is taken pursuant to this written Policy as adopted and enforced in accordance with the Oklahoma Standards for Workplace Drug and Alcohol Testing Act. The City will not take adverse action solely because an applicant or employee holds a valid Oklahoma medical marijuana license.

- 16.1 The City will evaluate the employment history of any employee who tests positive for drugs and/or alcohol. The appropriate course of action will be determined based on the employee's total work record. Where deemed appropriate by management, an employee may be offered the opportunity to enter into a rehabilitation program. Continued employment will be contingent upon the successful completion of a rehabilitation program and an agreement to undergo periodic drug and/or alcohol post-rehabilitation testing for up to two (2) years. However, the City reserves the right to initiate disciplinary action, up to and including termination of employment, for the first positive test result. A decision regarding disciplinary action under this policy by management will be final and binding.
- 16.2 Employees who have tested positive, and who have been offered the opportunity to participate in a rehabilitation program in lieu of termination of employment, will not be allowed to return to work until they can provide a verified negative "return to work" test from a City approved facility. An employee may be allowed a maximum of 12 weeks to provide a verified negative "return to work" drug or alcohol test. If a negative test is not provided within 12 weeks, the employee will be terminated from employment. Until a negative "return to work" test is supplied, the employee will be on leave without pay. However, an employee may request permission to use accrued sick leave and vacation leave. An employee may request a "return to work" test no sooner than two weeks from a positive test result, and subsequently every other week thereafter, until a negative "return to work" test is obtained. Employees refusing to seek help or submit to testing in accordance with this policy will be subject to disciplinary action.
- 16.3 In the event the City does not terminate the employment of an employee who has a positive test result, the employee who enters a rehabilitation program after the positive test results will be permitted to do so only once. Any future recurrence for abuse with the same or any other substance will result in termination of employment.
- 16.4 An employee who is discharged from employment on the basis of refusal to undergo drug or alcohol testing or based on a positive drug or alcohol test will be considered as having been discharged for misconduct for the purpose of unemployment compensation and the City will protest any application for unemployment benefits.

11-17 PROHIBITIONS

No employee will be on duty or operate a City vehicle/equipment or perform job duties while in possession of alcohol nor use alcohol during duty time. No employee may report for duty, drive a City-owned vehicle, operate City equipment, or remain on duty after using a controlled or impairing substance, except when the use is pursuant to a licensed health-care provider's instructions and the provider has advised that the substance will not adversely affect the employee's ability to safely perform the employee's duties. This exception does not alter the marijuana rules in Section 19 or any applicable federal requirement. No supervisor having knowledge that an employee has used a controlled substance may permit an employee to be on duty or drive/operate any City vehicle or equipment.

11-18 RESPONSIBILITIES OF INDIVIDUALS

In order to comply with the provisions of this policy, each employee assumes the following responsibilities:

- 18.1 *Working under the Influence of Performance Impairing Medication:* Employees who have been prescribed legal medications that might affect the safe performance of their duties are required to notify their supervisors prior to performing any hazardous or dangerous tasks.
- 18.2 *Reporting to Work or Working While Impaired:* Employees may not report to work and may not continue to work while impaired by any restricted substance identified in this policy.
- 18.3 *Reporting Violations:* The services provided by certain employees are performed, at times, under hazardous and dangerous conditions. Thus, employees are encouraged to come forward and report any violation of this policy to management. This information may be instrumental in the prevention of serious accidents and injuries on the job.

11-19 MEDICAL MARIJUANA

Effective November 1, 2026, this Section governs applicants and employees who hold or may hold an Oklahoma medical marijuana license. Nothing in this Section limits any requirement imposed by federal law or any condition necessary for the City to obtain or retain federal funding.

- 19.1 *License Status:* The City will not refuse to hire, discipline, discharge, or otherwise penalize an applicant or employee solely because the person holds a valid Oklahoma medical marijuana license.
- 19.2 *Positive Marijuana Test:* The City may take adverse employment action based on a confirmed positive test for marijuana components or metabolites when: (a) the applicant or employee does not possess a valid medical marijuana license; (b) the licensee possesses, consumes, or is under the influence of medical marijuana or a medical marijuana product at the place of employment or while performing job duties; (c) the action is based on this written drug-and-alcohol testing Policy, adopted and enforced in accordance with the Oklahoma Standards for Workplace Drug and Alcohol Testing Act; or (d) federal law, a federal license or regulation applicable to the position, or a condition of federal funding requires the action.
- 19.3 *Safety-Sensitive Positions — Zero Tolerance:* Every applicant or employee in a safety-sensitive position is subject to a zero-tolerance drug-and-alcohol standard, regardless of whether the City permits impairment-based testing or another standard for positions that are not safety-sensitive. A confirmed positive marijuana test for an applicant or employee in a safety-sensitive position may result in refusal to hire or disciplinary action up to and including termination, subject to applicable personnel rules, due-process requirements, collective bargaining agreements, and federal law.
- 19.4 *Safety-Sensitive Position Defined:* A safety-sensitive position is a position that includes one or more of the following duties, or other comparable safety-sensitive duties: (a) handling, packaging, processing, storing, disposing of, or transporting hazardous materials; (b) operating a motor vehicle, other vehicle, equipment, machinery, or power tools; (c) repairing, maintaining, or monitoring equipment, machinery, or a manufacturing process

whose malfunction or disruption could result in injury or property damage; (d) firefighting; (e) operating, maintaining, or overseeing critical services or infrastructure, including electric, gas, and water utilities and power generation or distribution; (f) extracting, compressing, processing, manufacturing, handling, packaging, storing, disposing of, treating, or transporting potentially volatile, flammable, combustible, or highly regulated materials, elements, chemicals, or components; (g) dispensing pharmaceuticals; (h) carrying a firearm; or (i) providing direct patient care or direct child care. The City will classify positions based on the duties actually performed and will document the duty or duties supporting the classification.

- 19.5 Workplace and Job-Duty Prohibitions: Nothing in Oklahoma medical marijuana law requires the City to permit or accommodate the use, possession, sale, transfer, or being under the influence of medical marijuana at the workplace or while an employee is performing job duties. The City prohibits such conduct.
- 19.6 Federal Requirements: Nothing in this Policy changes testing or employment requirements imposed by the Federal Motor Carrier Safety Administration, Federal Aviation Administration, Federal Railroad Administration, Federal Transit Administration, National Highway Traffic Safety Administration, Pipeline and Hazardous Materials Safety Administration, another federal agency, or a federal-funding condition. A state medical marijuana license is not a basis for disregarding an applicable federal requirement.
- 19.7 Benefit Reimbursement: The City is not required to reimburse costs associated with the use of medical marijuana through a government medical-assistance program, private health plan, workers' compensation program, or self-insured benefit plan, except when otherwise required by federal law.

11-20 REASONABLE SUSPICION (FOR CAUSE) CHECKLIST INSTRUCTIONS

Observation of Behavior

When a Supervisor is notified or suspects an employee may be in violation of the Drug Free Workplace Policy (the Policy):

- The Supervisor must notify [HR/City Manager/Mayor] as soon as possible of the possibility of a violation of the Policy.
- Two designated staff members (witnesses) [who have received reasonable suspicion training] will observe the behavior of the employee and immediately complete the Reasonable Suspicion Testing Checklist.
- After completing the Reasonable Suspicion Testing Checklist, if the witnesses believe, there is reasonable suspicion that the employee may be in violation of the Policy (e.g. using or being under the influence of drugs or alcohol while at work); the witnesses must contact the [HR/City Manager/Mayor].
- Each witness must observe the behavior of the employee and complete a separate Reasonable Suspicion Testing Checklist.

- After completing the Reasonable Suspicion Testing Checklist, if the witnesses believe the employee may be in violation of the policy, the witnesses will escort the employee to an area where a conversation with the employee can be held in private.

Two Witnesses

Both designated staff members should be involved in all steps of the process and are required to fully document the events immediately.

Notification of Possible Violation to Employee

The witnesses will inform the employee that the employee may be in violation of the Policy and will inform the employee of the observations. The employee must be given an opportunity to provide an explanation of the observed behaviors (“What explanation do you have for these behaviors?”). Both witnesses will document the conversation, including noting if the employee declined to comment.

If both witnesses believe the employee is in violation of the Policy, they will inform the employee that they believe the employee is in violation of the Policy, ask the employee to submit to a reasonable suspicion drug/alcohol test, and sign and complete the Reasonable Suspicion Testing Consent Form indicating the employee’s consent or refusal to the screening.

For example, the designated staff member might say, “At this time, we believe you are in violation of the Drug Free Workplace policy and are requesting that you submit to a reasonable suspicion drug/alcohol test. This test will involve screenings to detect the presence of alcohol or drugs in your system. A positive test could result in corrective action, up to and including termination of your employment. Please read this consent form and sign in the appropriate area to indicate either your consent to or your refusal to the test. Failure to submit to and/or complete this testing may lead to corrective action, up to and including termination of employment.”

The City’s Drug-Free Workplace Reasonable Suspicion Testing Procedure

Collective Bargaining

[For collective bargaining cities only: If the employee is covered under a collective bargaining agreement and the employee requests union representation, the employee will have the right to consult with a union representative. If requested, up to one half hour will be made available to obtain this consultation. This is the maximum time allowed for this consultation.]

Minors

If the employee is 17 years of age or younger, the parent or guardian must be contacted to provide consent.

Employee Refuses Testing

If the employee refuses to submit to the testing, one of the designated staff must tell the employee that refusal to submit to and complete the testing could subject them to corrective action up to and including termination of employment. The designated staff member should again ask the employee to submit to the testing.

If the employee refuses again, the designated staff member will inform the employee that the refusal could subject them to disciplinary action. The designated staff member will inform the employee to report to duty

at their next assigned shift and should instruct and assist, if necessary, the employee to make arrangements to be taken home safely. If the employee insists upon driving home, the designated staff member will inform the employee that local law enforcement will be notified and again instruct the employee to make arrangements to get home safely. If the employee refuses, the designated staff member should obtain vehicle information such as make, model, color, license plate number and must notify local law enforcement that an employee is suspected of being in violation of the Drug-Free Workplace policy and that the suspected employee may be attempting to operate a vehicle. The witnesses must report this refusal to [HR/City Manager/Mayor] as soon as possible.

Employee Consents to Testing

If the employee consents to testing designated staff member will arrange for testing. The designated staff member should contact the [HR/City Manager/Mayor] that they have an employee suspected of being in violation of the Drug-Free Workplace policy and that the suspected employee will be transported to the specimen collection location (see below) for a drug/alcohol screening. The employee will be transported to the collection location if possible by two designated staff members. At no time will the employee be allowed to transport him/herself. A copy of the completed Reasonable Suspicion Testing Checklist and any other relevant documentation will be maintained. If there is a safety concern, the designated staff members can request City police officer to follow the transporting vehicle containing the witnesses and employee.

Specimen Collection Contacts

[Name, Address, Phone and Fax of testing facility]

The designated staff members will remain with the individual while at the collection location.

If the individual refuses to cooperate in the testing process, the designated staff member must tell the individual that refusal to submit to and complete the testing could subject them to corrective action up to and including termination of employment.

If after reasonable efforts have been made to enable the individual to provide a breath or urine specimen and the individual is unable to do so, an evaluation by the testing facility's medical personnel is to be conducted to establish medical impediment to providing a specimen. If no medical impediment exists, it is considered a refusal to test.

Once the screening has been completed, if positive, the designated staff member will inform the individual to report to [HR/City Manager/Mayor] the next business day and should instruct the individual to make arrangements to be taken home safely. If the individual insists upon driving home, the designated staff member will inform the individual that local police may be notified and again instruct the individual to make arrangements to get home safely. If the individual refuses, designated staff member should obtain vehicle information such as make, model, color, and license plate number and must notify local law enforcement that they have an individual suspected of being in violation of the Drug-Free Workplace policy and that the suspected individual may be attempting to operate a vehicle.

Test Results

Test results and any other pertinent reports will be reviewed by [HR/City Manager/Mayor] who will determine if a policy violation occurred. [HR/City Manager/Mayor] will work with the department manager or senior-level administrator to determine next steps.

Reasonable Suspicion Testing Consent Form

I, _____ (individual name) as an employee of the City of Bethany, have been informed that:

- Supervisor(s) have concurred with management that reasonable suspicion exists that I am in violation of the Drug and Alcohol-Free Workplace Policy after reviewing the attached Reasonable Suspicion Checklist.
- I will be transported by my [supervisor/manager] and [a witness, if available] to and from the designated testing location.
- The test results will be provided to an independent Medical Review Officer.
- A positive test could result in disciplinary action up to and including termination of employment.
- I may refuse my consent to submit to the drug/alcohol test.
- I will be subject to disciplinary action up to and including termination of employment if I refuse the screening or test, adulterate or dilute the specimen, substitute the specimen, send an imposter, or refuse to cooperate in the testing process in such a way that prevents completion of the test.

Individual's statement regarding the allegation of being in violation of the Drug and Alcohol-Free Workplace Policy (attach or write on back if necessary):

At the conclusion of this process, I will be instructed to make arrangements for my safe transportation home and that my supervisor may notify law enforcement if I attempt to operate a vehicle.

I have read the form and **AGREE** to undergo testing for drugs and/or alcohol

Employee Signature

Date

I have read the form and **REFUSE** to undergo testing for drugs and/or alcohol

Employee Signature

Date

Witnessed by (signature): _____ Date: _____

Printed Name: _____ Title: _____

Reasonable Suspicion Testing Checklist – Witness #1

Employee Name: _____

Employee ID/SSN: _____

Date of Observation: _____

Time of Observation: _____ am/pm

Observed Indicators of Prohibited Drug Use/Alcohol Misuse:

This checklist and consent form is used to determine and document reasonable suspicion of a potential violation of the Drug- Free Workplace policy. In such instances, both designated staff members observing the behavior must complete a checklist. It must be completed prior to testing and must be used to notify the individual that they are being asked to submit to drug and alcohol testing if indicators in at least two categories are checked. *Check all indicators observed:*

WALKING ☐ Holding on ☐ Stumbling ☐ Unable to walk ☐ Unsteady ☐ Staggering ☐ Swaying ☐ Falling ☐ Other	FACE ☐ Red/flushed ☐ Pale ☐ Sweaty ☐ Appears normal ☐ Slobbering ☐ Grinding teeth ☐ Dry mouth ☐ Runny nose ☐ Other	SPEECH ☐ Whispering ☐ Slurred ☐ Shouting ☐ Incoherent ☐ Silent ☐ Rambling ☐ Slow ☐ Other	BREATH/ODOR ☐ No alcohol odor ☐ Faint alcohol odor ☐ Strong alcohol odor ☐ Pungent tobacco odor ☐ Chemical odor ☐ Marijuana odor ☐ Breath spray/mouthwash ☐ None Gum ☐ Mints Candy ☐ Other
STANDING ☐ Swaying ☐ Feet wide apart ☐ Rigid ☐ Staggering ☐ Sagging at knees ☐ Other	EYES ☐ Watery ☐ Bloodshot ☐ Glassy ☐ Dilated ☐ Closed ☐ Droopy eye lids ☐ Appear normal	MOVEMENTS ☐ Fumbling ☐ Jerky ☐ Nervous ☐ Slow ☐ Hyperactive ☐ Other	APPEARANCE ☐ Messy ☐ Dirty/stained clothing ☐ Burns on person/clothing ☐ Ripped/torn clothing ☐ Partially dressed ☐ Puncture marks/needle tracks ☐ Appears normal
DEMEANOR ☐ Cooperative ☐ Talkative ☐ Sarcastic ☐ Anxious ☐ Disoriented ☐ Sleepy	☐ Silent ☐ Belligerent ☐ Excited ☐ Inattentive ☐ Drowsy ☐ Polite	☐ Tearful/crying ☐ Mood changes ☐ Paranoid ☐ Calm ☐ Resisting communication ☐ Other	

Written Summary - Summarize the facts and circumstances surrounding the incident. Attach additional sheets as needed.

Additional facts:

- ☐ Presence of alcohol and/or drugs in individual's possession or vicinity
- ☐ On the job misconduct by individual, (specify)
- ☐ Individual admission concerning alcohol use and/or drug use or possession
- ☐ Individual declined to comment, or
- ☐ Other witnesses, list names and contact information below

Minors:

Is individual at least 18 years of age? YES NO (circle) If "no", name of parent/guardian contacted:

Testing Information:

Collection Site Location: _____ Time Arrived: _____ am/pm

1. Was the **alcohol** test performed within **2** hours of the time of the observations that led to the reasonable suspicion determination?

☐ YES

☐ NO, **Explain:** _____

2. Was the **alcohol** test performed within **8** hours of the time of the observations that led to the reasonable suspicion determination?

☐ YES

☐ NO, **Explain:** _____

If the alcohol test is not conducted within 8 hours cease all efforts to administer the test.

The above documentation of the observed physical, behavioral, and performance indicators of the named employee was provided by:

Supervisor Name: _____

Phone No: _____

Signature: _____

Date: _____

Reasonable Suspicion Testing Checklist – Witness #2

Employee Name: _____

Employee ID/SSN: _____

Date of Observation: _____

Time of Observation: _____ am/pm

Observed Indicators of Prohibited Drug Use/Alcohol Misuse:

This checklist and consent form is used to determine and document reasonable suspicion of a potential violation of the Drug- Free Workplace policy. In such instances, both designated staff members observing the behavior must complete a checklist. It must be completed prior to testing and must be used to notify the individual that they are being asked to submit to drug and alcohol testing if indicators in at least two categories are checked. *Check all indicators observed:*

WALKING ☐ Holding on ☐ Stumbling ☐ Unable to walk ☐ Unsteady ☐ Staggering ☐ Swaying ☐ Falling ☐ Other	FACE ☐ Red/flushed ☐ Pale ☐ Sweaty ☐ Appears normal ☐ Slobbering ☐ Grinding teeth ☐ Dry mouth ☐ Runny nose ☐ Other	SPEECH ☐ Whispering ☐ Slurred ☐ Shouting ☐ Incoherent ☐ Silent ☐ Rambling ☐ Slow ☐ Other	BREATH/ODOR ☐ No alcohol odor ☐ Faint alcohol odor ☐ Strong alcohol odor ☐ Pungent tobacco odor ☐ Chemical odor ☐ Marijuana odor ☐ Breath spray/mouthwash ☐ None Gum ☐ Mints Candy ☐ Other
STANDING ☐ Swaying ☐ Feet wide apart ☐ Rigid ☐ Staggering ☐ Sagging at knees ☐ Other	EYES ☐ Watery ☐ Bloodshot ☐ Glassy ☐ Dilated ☐ Closed ☐ Droopy eye lids ☐ Appear normal	MOVEMENTS ☐ Fumbling ☐ Jerky ☐ Nervous ☐ Slow ☐ Hyperactive ☐ Other	APPEARANCE ☐ Messy ☐ Dirty/stained clothing ☐ Burns on person/clothing ☐ Ripped/torn clothing ☐ Partially dressed ☐ Puncture marks/needle tracks ☐ Appears normal
DEMEANOR ☐ Cooperative ☐ Talkative ☐ Sarcastic ☐ Anxious ☐ Disoriented ☐ Sleepy	☐ Silent ☐ Belligerent ☐ Excited ☐ Inattentive ☐ Drowsy ☐ Polite	☐ Tearful/crying ☐ Mood changes ☐ Paranoid ☐ Calm ☐ Resisting communication ☐ Other	

Written Summary - Summarize the facts and circumstances surrounding the incident. Attach additional sheets as needed.

Additional facts:

- ☐ Presence of alcohol and/or drugs in individual's possession or vicinity
- ☐ On the job misconduct by individual, (specify)
- ☐ Individual admission concerning alcohol use and/or drug use or possession
- ☐ Individual declined to comment, or
- ☐ Other witnesses, list names and contact information below

Minors:

Is individual at least 18 years of age? YES NO (circle) If "no", name of parent/guardian contacted:

Testing Information:

Collection Site Location: _____ Time Arrived: _____ am/pm

1. Was the **alcohol** test performed within **2** hours of the time of the observations that led to the reasonable suspicion determination?

☐ YES

☐ NO, **Explain:** _____

2. Was the **alcohol** test performed within **8** hours of the time of the observations that led to the reasonable suspicion determination?

☐ YES

☐ NO, **Explain:** _____

If the alcohol test is not conducted within 8 hours cease all efforts to administer the test.

The above documentation of the observed physical, behavioral, and performance indicators of the named employee was provided by:

Supervisor Name: _____

Phone No: _____

Signature: _____

Date: _____

CHAPTER 12

PREGNANT WORKERS FAIRNESS ACT POLICY

12-1 PURPOSE

This policy is based on the Pregnant Workers Fairness Act that requires covered employers to provide reasonable accommodations to a worker's **known limitations** related to pregnancy, childbirth, or related medical conditions, unless the accommodation will cause the employer an undue hardship.

12-2 DEFINITIONS

- A. **Known Limitation** is one that has been communicated to the employee's supervisor.
- B. **Limitation** is a physical or mental condition related to, affected by, or arising out of pregnancy, childbirth, or related medical conditions that may be modest, minor, and/or episodic. The condition may also be that an employee has a need or problem related to maintain their health or the health of the pregnancy.

12-3 REQUESTING AN ACCOMMODATION

If an employee is unable to perform one or more of the essential functions of their position due to a **limitation**, the employee must inform their supervisor they want a change or adjustment at work related to the **limitation**.

The supervisor and employee will meet promptly to discuss the employee's proposals for a change or adjustment at work that will allow them to perform the essential functions of their position due to the **known limitation**. During the meeting, the employee should specifically define the **known limitation** resulting from or related to the pregnancy and propose reasonable and proportional accommodations that would overcome the specifically identified **limitation**. The supervisor may also propose reasonable and proportional accommodations. If more than one reasonable and proportional accommodation is proposed, the supervisor retains the discretion to choose among them. At the conclusion of the meeting, the supervisor will document in writing the identified **known limitation** and the reasonable and proportional accommodation provided. The employee must sign and date the documentation of accommodation. The supervisor should follow up with the employee to determine the efficacy of the accommodation.

12-4 POSSIBLE REASONABLE AND PROPORTIONAL ACCOMMODATIONS

- A. The ability to sit or drink water
- B. Closer parking
- C. Flexible hours
- D. Appropriately sized uniforms and safety apparel
- E. Additional break time to use the bathroom, eat, and rest
- F. Take leave or time off to recover from childbirth
- G. Excusal from strenuous activities and/or activities that involve exposure to compounds not safe for pregnancy

12-5 SUPERVISOR RULES

- A. The supervisor must provide a reasonable and proportional accommodation to a **known limitation**.

- B. The supervisor must participate in a meeting with the employee to arrive at a reasonable and proportional accommodation to a **known limitation**.
- C. The supervisor may not deny a position or employment opportunity due to a need for a reasonable and proportional accommodation.
- D. The supervisor may not require an employee to take leave if another reasonable and proportional accommodation can be provided.
- E. The supervisor may not take adverse action against an employee for requesting an accommodation.

CHAPTER 13

PUMP FOR NURSING MOTHER ACT

13-1 PURPOSE

This policy is based on the Pump for Nursing Mothers Act that requires covered employers to provide breastfeeding employees certain lactation accommodations.

13-2 REASONABLE TIME TO EXPRESS MILK AT WORK

Employees shall be provided reasonable time to express milk while at work for up to one (???) year following the child's birth each time the employee has need to express milk. Employees should use usual break and meal periods for expressing milk, when possible. If additional time is needed beyond the provided breaks, employees may use personal leave or may make up the time as negotiated with their supervisors.

13-3 PRIVATE SPACE FOR MILK EXPRESSION

Employees will be provided with a private place, other than a bathroom, that is shielded from view and free from intrusion from co-workers and the public, to express breast milk. The room can be a designated space for lactation. If this is not practical or possible, a vacant office, conference room, or other small area can be used so long as it is not accessible or visible to the public or other employees while the nursing employee is using the room to express milk. The room will:

- A. Be in close to the employee's workstation when possible.
- B. Have a door equipped with a functional lock or, if this is not possible, the room will have a sign advising that the room or location is in use and not accessible to other employees or the public.
- C. Be well lit
- D. Ensure privacy by covering any windows with a curtain, blind, or other covering.
- E. Contain at a minimum a chair and a small table, counter, or other flat surface.
- F. Ideally include an electrical outlet and nearby access to clean water.

13-4 ANTIDISCRIMINATION

No employee shall be discriminated against for breastfeeding or expressing milk during the work period, and reasonable efforts will be made to assist employees in meeting their infant feeding goals while at work.

CHAPTER 14

LIGHT DUTY ASSIGNMENTS

The City of Bethany may make light duty assignments available to ill or injured employees who are unable to perform their regular job duties. The decision to offer an employee a light duty assignment is made in the City's sole discretion. A light duty assignment may be in the employee's own or another department in the City. Firefighters and Police Officers are exceptions and shall not be assigned light duty work outside of their own department. Police Officers shall not be assigned light duty as a Dispatcher unless they are OLETS certified. Factors considered by the City in making its decision include, but are not limited to: the nature of the employee's illness or injury; the medical release provided in support of light duty; the risk that a light duty assignment may result in aggravation of the employee's injury or illness; the type of light duty work available; the length of the employee's employment with the City; the employee's performance and disciplinary history; and whether the illness or injury occurred on or off duty. In making light duty assignments, the City will normally give priority to employees whose injury or illness is work-related.

Employees who are released for and given a light duty assignment may not perform work duties in violation of their medical release. An employee who violates the terms of his/her medical release while on a light duty assignment may lose the light duty assignment and, in addition, may be disciplined up to and including termination of employment. Light will not extend beyond sixty (60) calendar days from the date of injury without an evaluation by the employee's treating physician and a recommendation from the Department Director and Director of Human Resources to the City Manager. Only the City Manager may approve an extension of light duty assignment. Employees still unable to return to regular duty within sixty (60) calendar days from the date of injury must re-qualify for light duty through evaluation by their treating physician or revert to workers' compensation indemnity payments, or accumulated sick leave, Family Medical Leave Act (FMLA) leave or vacation benefits, if available.

An employee who is released for and offered light duty by the City, but who elects not to accept such an assignment, will normally be ineligible for paid sick leave benefits under the City's Sick Leave policy and the City's FMLA policy. This does not apply to Police and Firefighters.

During light duty assignments, employees will typically work an 8-hour workday, Monday through Friday. This means that the 24-hour shift employees as well as other employees who work a non-traditional schedule, will usually be temporarily reassigned to an 8-hour workday, Monday through Friday, for the duration of their light duty assignment.

An employee's salary during any light duty assignment shall be at the same rate as the salary received prior to the injury.

All light duty requests and assignments will be reviewed by and coordinated through the Director of Human Resources. The Director of Human Resources will work with the employee's department in making its decision whether light duty work will be offered. Before returning to regular job duties following a light duty assignment, the employee must coordinate his/her return through the Director of Human Resources.

CITY OF BETHANY
PERSONNEL POLICIES AND PROCEDURES ACKNOWLEDGMENT

DATE: _____

I, _____, certify and acknowledge the following:

- I have received a copy of the City of Bethany Personnel Policies and Procedures.
- I understand and agree that I must be familiar with and comply with the City of Bethany Personnel Policies and Procedures (the “Policies”), and any revisions.
- I have been informed that I have access to the City of Bethany Personnel Policies and Procedures Manual at any time in my department and that I may direct any questions regarding City policies, procedures, or directives to my immediate supervisor and/or the Human Resources Department.
- I understand that the City of Bethany may change, modify, suspend, interpret, or cancel, in whole or part, any of the City of Bethany Personnel Policies and Procedures, with or without notice, at its sole discretion, without giving cause or justification to any employee. Such revised information may supersede, modify, or eliminate existing policies and/or procedures.
- It is expressly understood that the City of Bethany Personnel Policies and Procedures Manual does not constitute the terms of a contract of employment, but rather my employment with the City of Bethany is at will, which may be terminated at the will of either the City of Bethany or me. Furthermore, I acknowledge and agree that nothing in the Handbook creates or is intended to create a promise or representation of continued employment.
- These personnel rules and regulations apply to all City employees unless modified by a formal written contract entered into between the City and any Bargaining Unit. In the event of a conflict between the rules and/or benefits contained in this Employee Manual and any Collective Bargaining Agreement (“CBA”), the terms and conditions of the CBA shall prevail.

Employee Signature

Date Signed

NOTICE: On Thursday, September 10, 2026, 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, SEPTEMBER 15, 2026

6:30 P.M.

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

Chairman Sandoval called the Bethany Public Works Authority meeting to order at 7:00 P.M.

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

- A. APPROVAL OF MINUTES FROM SEPTEMBER 1, 2025, REGULAR MEETING.**
- B. APPROVAL OF CLAIMS: THESE CLAIMS HAVE BEEN FOUND TO BE IN ORDER BY STAFF AND PROPER AS TO FORM AND PROCEDURE AND ARE RECOMMENDED FOR PAYMENT. A COPY OF THE CLAIMS LIST IS INCLUDED IN THE AGENDA PACKET.**

A motion was made by Trustee Magirowsky, seconded by Trustee Smart to approve the Consent Docket. Yes votes: Larsen, Sandoval, Magirowsky, Triana, Falkner, Powell, Plank, Smart, Ford. 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 OCTOBER 6, 2026.**

Chairman Sandoval adjourned the Bethany Public Works Authority meeting at 7:01 P.M. until October 6, 2026.

CHAIRMAN

SECRETARY

AGENDA: 10/06/2025
ITEM: Consent 1 (B)

BETHANY PUBLIC WORKS AUTHORITY

From: Michael Vaughn, Finance Director
Date: October 1, 2026
Subject: Claims list for the 10/06/2026 Bethany Public Works Authority Meeting

BETHANY PUBLIC WORKS AUTHORITY

FUND	AMOUNT
Bethany Public Works Authority	\$ 203,331.28
TOTAL	\$ 203,331.28

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 162,034.68
Bethany Public Works Authority	\$ 203,331.28
Bethany Hospital Trust	\$ 1,000.00
Bethany Development Authority	\$ -
TOTAL	\$ 366,365.96

RECOMMENDATION

1. Approve claims as presented.



FUND: 056- BETHANY PUBLIC WORKS AUTH

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A NON-DEPARTMENTAL						
27-57686	10-005216	PERDUE BRANDON FIELDER	COLLBAD DEBT COLLECTIONS	9/2026	24708	173.78
DEPARTMENT TOTAL:						173.78
DEPARTMENT: 01.0 MANAGEMENT						
27-57639	10-005156	COX COMMUNICATIONS INC.	PHONE SERVICE	9/2026	20260901	725.26
27-57295	10-005373	CARD SERVICES/PI	AZURE AND BUSINESS	9/2026	G19879888	695.90
27-57276	10-005519	CRAWFORD & ASSOCIATES, P.C.	FINANCIAL /AUDIT PREP	9/2026	35739	8,792.32
27-57643	10-1068	ONG	MONTHLY SERVICE	9/2026	20261007--	94.58
27-57925	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY 1ST QTR	9/2026	20261006	54.02
27-57896	10-3131	AMERICAN LEGAL PUBLISHING	INTERNET RENEWAL	9/2026	53346	275.00
27-57429	10-3196	IMAGENET CONSULTING, LLC	COPIER UPSTAIRS/DOWNSTAIR	9/2026	INV1746931	102.62
DEPARTMENT TOTAL:						10,739.70
DEPARTMENT: 02.0 FINANCE						
27-57967	10-005296	THE OPEHW HEALTH PLAN	JULY 12.5 INCREASE	9/2026	27-57967	408.20
27-57968	10-005296	THE OPEHW HEALTH PLAN	AUGUST 12.5 %	9/2026	27-57968	408.20
27-58003	10-005296	THE OPEHW HEALTH PLAN	SEPTEMBER 12.5 INCREASE	9/2026	SEPTEMBER 2026	408.20
27-57958	10-005321	AMAZON CAPITAL SERVICES, I	NOFFICE SUPPLIES/JOSH BOOT	9/2026	1590628	118.42
27-57283	10-005702	TPS TECHNICAL PROGRAMMING	UTILITY BILL PRINTING	9/2026	125210	3,906.44
27-57925	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY 1ST QTR	9/2026	20261006	324.13
27-57891	10-1261	RED ROCK PETRO	4000UNLEAD&40000DIESEL	9/2026	1662297	701.67
27-57332	10-1749	RK BLACK INC.	SHARP PRINTER	9/2026	IN1377738	27.72
27-57659	10-3196	IMAGENET CONSULTING, LLC	CS WALL HARD DRIVE	9/2026	INV1751085--	101.99
27-57660	10-3196	IMAGENET CONSULTING, LLC	CS DRIVE THRU HARD DRIVE	9/2026	INV1751085-	101.99
DEPARTMENT TOTAL:						6,506.96
DEPARTMENT: 08.1 PUBLIC WORKS - ADMIN						
27-57639	10-005156	COX COMMUNICATIONS INC.	PHONE SERVICE	9/2026	20260901	400.96
27-57967	10-005296	THE OPEHW HEALTH PLAN	JULY 12.5 INCREASE	9/2026	27-57967	163.28
27-57968	10-005296	THE OPEHW HEALTH PLAN	AUGUST 12.5 %	9/2026	27-57968	163.28
27-58003	10-005296	THE OPEHW HEALTH PLAN	SEPTEMBER 12.5 INCREASE	9/2026	SEPTEMBER 2026	163.28
27-57416	10-005350	FORCE PERSONNEL	TEMP FOR ADMIN DUTIES	9/2026	89925	386.40
27-57464	10-1068	ONG	MONTHLY SVC	9/2026	20261002	0.80
27-57925	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY 1ST QTR	9/2026	20261006	126.05
27-57263	10-3042	ACCURATE ENVIRONMENTAL	VOC'S	9/2026	II02124	1,224.00
DEPARTMENT TOTAL:						2,628.05

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08.3 PUBLIC WORKS - SANIT						
27-57967	10-005296	THE OPEHW HEALTH PLAN	JULY 12.5 INCREASE	9/2026	27-57967	571.48
27-57968	10-005296	THE OPEHW HEALTH PLAN	AUGUST 12.5 %	9/2026	27-57968	653.12
27-58003	10-005296	THE OPEHW HEALTH PLAN	SEPTEMBER 12.5 INCREASE	9/2026	SEPTEMBER 2026	653.12
27-57947	10-005321	AMAZON CAPITAL SERVICES,	INNITRILEGLOVES,GATORADE	9/2026	6996249	34.43
27-57964	10-005321	AMAZON CAPITAL SERVICES,	INSIGNS & EARSE BOARDS	9/2026	4745812	14.01
27-57417	10-005350	FORCE PERSONNEL	TEMP HELP FOR SANITATION	9/2026	89926	1,575.79
27-57223	10-006287	TAKE TEN TIRE & SERVICE	RECAPS,CASHING,STEERTIRES	9/2026	4-GS360658	2,038.50
27-57992	10-0225	GENUINE PARTS	FILTERS AND HEAD LIGHTS	9/2026	126545	414.10
27-57898	10-0812	J & R EQUIPMENT LLC	RIGHT BUMPER FOR #94	9/2026	07003431	156.81
27-57912	10-0812	J & R EQUIPMENT LLC	ROLLERS FOR PACKER	9/2026	07003433	555.50
27-57936	10-0812	J & R EQUIPMENT LLC	ROLLERS & HOSES	9/2026	07003457	575.47
27-57993	10-0812	J & R EQUIPMENT LLC	2 ROLLERS FOR PANEL #94	9/2026	07003503	222.20
27-57925	10-1085	OKLAHOMA MUNICIPAL ASSURAN	CLIAABILITY 1ST QTR	9/2026	20261006	10,754.74
27-57891	10-1261	RED ROCK PETRO	4000UNLEAD&40000DIESEL	9/2026	1662297	10,846.44
27-57857	10-1796	H.O.W. RUBBER, INC.	UNIT 89	9/2026	H34717	127.18
27-57946	10-3081	PREMIER TRUCK/ATC FREIGHT	TLBRAKE CHAMBER	9/2026	120929313	54.17
27-57955	10-3081	PREMIER TRUCK/ATC FREIGHT	TLRADIATOR FOR UNIT #95	9/2026	120929500	1,239.34
27-57205	10-4090	AT&T MOBILITY	MONTLY FEE FOR TRAKING PH	9/2026	20260911-	144.81
27-57928	10-4352	MCBRIDE CLINIC	DRUG SCREENS	9/2026	AUGUST 2026	64.00
DEPARTMENT TOTAL:						30,695.21
DEPARTMENT: 08.4 PUBLIC WORKS - MAINT						
27-57959	10-005321	AMAZON CAPITAL SERVICES,	INABSORBENT OIL SPILL MATS	9/2026	1850605	168.70
27-57925	10-1085	OKLAHOMA MUNICIPAL ASSURAN	CLIAABILITY 1ST QTR	9/2026	20261006	49.52
27-57891	10-1261	RED ROCK PETRO	4000UNLEAD&40000DIESEL	9/2026	1662297	12.48
DEPARTMENT TOTAL:						230.70
DEPARTMENT: 12.0 UTILITY - WATER PLANT						
27-57879	10-004725	RUCKER ELECTRIC INCORPORATE	HIGH SERVICE PUMP CONTROL	9/2026	016603	368.75
27-57639	10-005156	COX COMMUNICATIONS INC.	PHONE SERVICE	9/2026	20260901	379.32
27-57967	10-005296	THE OPEHW HEALTH PLAN	JULY 12.5 INCREASE	9/2026	27-57967	653.12
27-57968	10-005296	THE OPEHW HEALTH PLAN	AUGUST 12.5 %	9/2026	27-57968	653.12
27-58003	10-005296	THE OPEHW HEALTH PLAN	SEPTEMBER 12.5 INCREASE	9/2026	SEPTEMBER 2026	653.12
27-57947	10-005321	AMAZON CAPITAL SERVICES,	INNITRILEGLOVES,GATORADE	9/2026	6996249	346.24
27-57849	10-005373	CARD SERVICES/P1	TRAFFIC SIGNAL BULBS	9/2026	1561021	35.96
27-57971	10-005707	INDUSTRIAL WELDING & TOOL	SCO2	9/2026	0040453600	4,249.54
27-57980	10-005962	USABBLUEBOOK	FRIEGHT CHARGE	9/2026	INV00985141	17.44
27-57885	10-0091	BRENNTAG SOUTHWEST	ALUMINUM SULFATE	9/2026	BSW730361	3,963.55
27-57886	10-0091	BRENNTAG SOUTHWEST	12.5% BLEACH	9/2026	BSW727823	8,654.65
27-57960	10-0091	BRENNTAG SOUTHWEST	ALUMINUM SULFATE	9/2026	BSW708123	2,098.89
27-57495	10-1063	OG&E	MONTHLY SERVICE	9/2026	20260915	24,465.26
27-57464	10-1068	ONG	MONTHLY SVC	9/2026	20261002	0.06
27-57925	10-1085	OKLAHOMA MUNICIPAL ASSURAN	CLIAABILITY 1ST QTR	9/2026	20261006	544.71
27-57576	10-1128	OK CITY WATER UTILITIES	TRCROSSTIES JULY	9/2026	AUG 2026 USAGE	16,426.55
27-57891	10-1261	RED ROCK PETRO	4000UNLEAD&40000DIESEL	9/2026	1662297	1,132.43
27-57970	10-1622	WESTLAKE ACE HARDWARE	BEACH PARTS	9/2026	3505855	29.44

FUND: 056- BETHANY PUBLIC WORKS AUTH

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 12.0						
27-57910	10-2123	UTILITY - WATER PLANT	HOME DEPOT CREDIT SVCS	SUMP PUMPS BUCKETS	9/2026 016418/7020550	272.00
27-57722	10-3042	ACCURATE ENVIRONMENTAL	BACT'S TESTING	9/2026 II01112		1,050.00
27-57862	10-3042	ACCURATE ENVIRONMENTAL	THM'S AND HAA'S	9/2026 II09152		1,000.00
27-57856	10-3245	KRAPFF REYNOLDS CONST CO	EMERGENCY 7104 STINCHCOMB	9/2026 26155 7108 STNCHCB		10,374.56
27-57889	10-3331	RUCKER MECHANICAL	A/C IN THE ELECTRIC ROOM	9/2026 I-94809-1		218.75
27-57918	10-3331	RUCKER MECHANICAL	A/C ELECTRIC ROOM	9/2026 I-94809-2		3,789.20
27-57391	10-3367	EVANS ENTERPRISES INC	BOOSTER STATION	9/2026 59339		3,218.50
27-57806	10-3487	AIRGAS USA, LLC	20,000 LBS OF CO2	9/2026 9175584176		3,631.61
27-57869	10-3745	DITCH WITCH OF OKLA	RENTAL VACTRON	9/2026 R11802		1,650.00
27-57840	10-3919	MISSISSIPPI LIME	25 TONS OF LIME PER CONTR	9/2026 CD237429		10,963.75
27-57935	10-3919	MISSISSIPPI LIME	25 TONS LIMES PER CONTRAC	9/2026 CD241002		11,152.33
DEPARTMENT TOTAL:						111,992.85
DEPARTMENT: 12.1						
27-57639	10-005156	UTILITY - WATER LINE	COX COMMUNICATIONS INC.	PHONE SERVICE	9/2026 20260901	135.00
27-57967	10-005296	THE OPEHW HEALTH PLAN	JULY 12.5 INCREASE	9/2026 27-57967		81.64
27-57968	10-005296	THE OPEHW HEALTH PLAN	AUGUST 12.5 %	9/2026 27-57968		81.64
27-58003	10-005296	THE OPEHW HEALTH PLAN	SEPTEMBER 12.5 INCREASE	9/2026 SEPTEMBER 2026		81.64
27-57947	10-005321	AMAZON CAPITAL SERVICES, INN	NITRILEGLOVES,GATORADE	9/2026 6996249		17.22
27-57979	10-005962	USABBLUEBOOK	BLEACH PUMP PARTS	9/2026 INV01157693		198.00
27-57906	10-1	HILLCREST DAVIDSON &ASSOC	FINAL PAYMENTS FOR BRINKS	9/2026 1228807		433.25
27-57495	10-1063	OG&E	MONTHLY SERVICE	9/2026 20260915		110.36
27-57878	10-1066	OKLAHOMA CONTRACTOR'S SUPPL	HYDRANT	9/2026 0392261-IN		3,360.00
27-57915	10-1066	OKLAHOMA CONTRACTOR'S SUPPL	6 INCH TAPPING CLAMPS	9/2026 0392391-IN		300.00
27-57464	10-1068	ONG	MONTHLY SVC	9/2026 20261002		1.16
27-57925	10-1085	OKLAHOMA MUNICIPAL ASSURAN	CLIAILITY 1ST QTR	9/2026 20261006		6,694.14
27-57891	10-1261	RED ROCK PETRO	4000UNLEAD&40000DIESEL	9/2026 1662297		4,174.23
27-57957	10-1622	WESTLAKE ACE HARDWARE	CONTAINER AND SCOOP	9/2026 3505850		76.57
27-57899	10-2123	HOME DEPOT CREDIT SVCS	MAILBOX REPLACEMENT	9/2026 015747/8011282		143.44
27-57923	10-2557	CORE & MAIN LP	POLYETHYLENE TUBING	9/2026 V000067689		160.00
27-57869	10-3745	DITCH WITCH OF OKLA	RENTAL VACTRON	9/2026 R11802		1,650.00
27-57432	10-4090	AT&T MOBILITY	METER READER/MODEMS	9/2026 20260911		227.89
DEPARTMENT TOTAL:						17,926.18

FUND: 056- BETHANY PUBLIC WORKS AUTH

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 12.2 UTILITY - SEWER						
27-57639	10-005156	COX COMMUNICATIONS INC.	PHONE SERVICE	9/2026	20260901	282.60
27-57967	10-005296	THE OPEHW HEALTH PLAN	JULY 12.5 INCREASE	9/2026	27-57967	163.28
27-57968	10-005296	THE OPEHW HEALTH PLAN	AUGUST 12.5 %	9/2026	27-57968	163.28
27-58003	10-005296	THE OPEHW HEALTH PLAN	SEPTEMBER 12.5 INCREASE	9/2026	SEPTEMBER 2026	81.64
27-57947	10-005321	AMAZON CAPITAL SERVICES, INNITRILEGLOVES,GATORADE		9/2026	6996249	17.22
27-57973	10-005373	CARD SERVICES/Pl	E-FILE EASEMENT LIFT STAT	9/2026	899391	79.22
27-57560	10-006228	NATIONAL TANK & EQUIPMENT	L19TH AND COLLEGE LIFT	9/2026	457214-0012	3,772.00
27-57632	10-006228	NATIONAL TANK & EQUIPMENT	L25TH AND SHANNON	9/2026	478740-0006	3,772.00
27-57778	10-0225	GENUINE PARTS	BATTERIES/UTILITIES/STREE	9/2026	124253	156.16
27-57906	10-1	HILLCREST DAVIDSON &ASSOC	FINAL PAYMENTS FOR BRINKS	9/2026	1228807	433.25
27-57495	10-1063	OG&E	MONTHLY SERVICE	9/2026	20260915	3,093.38
27-57464	10-1068	ONG	MONTHLY SVC	9/2026	20261002	189.62
27-57925	10-1085	OKLAHOMA MUNICIPAL ASSURANCL	LIABILITY 1ST QTR	9/2026	20261006	5,982.86
27-57891	10-1261	RED ROCK PETRO	4000UNLEAD&40000DIESEL	9/2026	1662297	1,198.02
27-57432	10-4090	AT&T MOBILITY	METER READER/MODEMS	9/2026	20260911	53.32
DEPARTMENT TOTAL:						19,437.85
DEPARTMENT: 97.0 DEBT SERVICE						
27-57929	10-3436	BANCFIRST	2013 REVENUE NOTE FEES	9/2026	5005661	3,000.00
DEPARTMENT TOTAL:						3,000.00
FUND TOTAL:						203,331.28
GRAND TOTAL:						366,365.96

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BETHANY HOSPITAL TRUST MEETING

BETHANY CITY HALL

TUESDAY, SEPTEMBER 15, 2026

6:30 P.M.

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

Chairman Sandoval called the Bethany Hospital Trust meeting to order at 7:01 P.M.

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

- A. APPROVAL OF MINUTES FROM SEPTEMBER 1, 2026, 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: Ford, Plank, Larsen, Triana, Sandoval, Powell, Magirowsky, Falkner, Smart. 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 OCTOBER 6, 2026.**

Chairman Sandoval adjourned the Bethany Hospital Trust meeting at 7:01 P.M. until October 6, 2026.

CHAIRMAN

SECRETARY

AGENDA: 10/06/2025
ITEM: Consent 1 (B)

BETHANY HOSPITAL TRUST

From: Michael Vaughn, Finance Director
Date: October 1, 2026
Subject: Claims list for the 10/06/2026 Bethany Hospital Trust Meeting

BETHANY HOSPITAL TRUST

FUND	AMOUNT
Bethany Hospital Trust	\$ 1,000.00
TOTAL	\$ 1,000.00

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 162,034.68
Bethany Public Works Authority	\$ 203,331.28
Bethany Hospital Trust	\$ 1,000.00
Bethany Development Authority	\$ -
TOTAL	\$ 366,365.96

RECOMMENDATION

1. Approve claims as presented.



FUND: 051- BETHANY HOSPITAL TRUST

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 99.0		TRANSFERS IN/OUT				
27-57941	10-006350	KEN CARPENTER AUCTION, LLC AUCTION INVENTORY		9/2026	27-57941	1,000.00
DEPARTMENT TOTAL:						1,000.00
FUND TOTAL:						1,000.00

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BETHANY DEVELOPMENT AUTHORITY

BETHANY CITY HALL

TUESDAY, SEPTEMBER 15, 2026

6:30 P.M.

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

Chairman Sandoval called the Bethany Development Authority meeting to order at 7:01 P.M.

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

- A. APPROVAL OF MINUTES FROM SEPTEMBER 1, 2026, REGULAR MEETING.**
- B. APPROVAL OF CLAIMS: THESE CLAIMS HAVE BEEN FOUND TO BE IN ORDER BY STAFF AND PROPER AS TO FORM AND PROCEDURE AND ARE RECOMMENDED FOR PAYMENT. A COPY OF THE CLAIMS LIST IS INCLUDED IN THE AGENDA PACKET.**

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

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

None

ITEM NO. 3 on the agenda was **ADJOURN UNTIL OCTOBER 6, 2026.**

Chairman Sandoval adjourned the Bethany Development Authority meeting at 7:02 P.M. until October 6, 2026.

CHAIRMAN

SECRETARY

AGENDA: 10/06/2025
ITEM: Consent 1 (B)

BETHANY DEVELOPMENT AUTHORITY

From: Michael Vaughn, Finance Director
Date: October 1, 2026
Subject: Claims list for the 10/06/2026 Bethany Development Authority Meeting

BETHANY DEVELOPMENT AUTHORITY

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

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 162,034.68
Bethany Public Works Authority	\$ 203,331.28
Bethany Hospital Trust	\$ 1,000.00
Bethany Development Authority	\$ -
TOTAL	\$ 366,365.96

RECOMMENDATION

1. Approve claims as presented.

