On Thursday, November 12, 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, NOVEMBER 17, 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, 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. Mayoral proclamation recognizing November 28, 2027 as Small Business Saturday.

4. Mayoral Certificates of Recognition for the winners of the Mayor's Essay Contest.

5. Consent Docket:

   A. Approval of Minutes from the November 3, 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. Finding of proper notice and declaration of delinquency for sewer and sanitary services located at the following Oklahoma City addresses pursuant to Bethany Code of Ordinances 50.11 and possible request by City Clerk to remove item from consent docket for a public hearing:

      8721 Old Brompton Rd
      5905 Queens Gate
      5913 NW 82nd Cir

6. Possible Public Hearing on items pulled from consent docket for declaration of delinquency for utility services. *(Michael Vaughn, Finance Director)*

    A. Open the public hearing by majority vote.
    B. Call to the interested party of the address(es) about termination of service.
    C. Call to the public about termination of service.
    D. Close the public hearing by majority vote.
    E. Discussion and possible action on addresses pulled from Consent Docket.

7. Consideration and possible adoption of Resolution No. 1750, a resolution declaring certain utility customer accounts delinquent and authorizing the submittal of said accounts to Oklahoma City for termination of water service. *(Michael Vaughn, Finance Director)*

8. PUBLIC HEARING ITEM: Consideration and possible action regarding Ordinance No. 2101, an ordinance amending Title XV: Land Usage, Chapter 158: Zoning District Regulations for Planned Unit Development Overlays as authorized by the City of Bethany, restating the Master PUD text, standards, and development regulations in their entirety; providing for revised permitted uses and design guidelines applicable throughout the district; repealing all ordinances in conflict herewith; providing for severability; and declaring an emergency. *(Ray Jones, City Attorney)*

    A. Presentation by staff and/or interested party.
    B. Public comment.
    C. Consideration and possible action to approve of Ordinance No. 2101, on reading by title only.
    D. Motion to approve Sections 1-3 of Ordinance No. 2101.
    E. Motion to approve Section 4 of Ordinance No. 2101, the emergency section.

9. PUBLIC HEARING ITEM: Consideration and possible action regarding Ordinance No. 2102, an ordinance amending Title XV: Land Usage, Chapter 158: Zoning District Regulations and adding a new section regarding Planned Industrial Overlay District; stating the Master PID text, standards, and development regulations; providing for permitted uses and design guidelines applicable throughout the district; repealing all ordinances in conflict herewith; providing for severability, and declaring an emergency. *(Ray Jones, City Attorney)*

    A. Presentation by staff and/or interested party.
    B. Public comment.
    C. Consideration and possible action to approve of Ordinance No. 2102, on reading by title only.
    D. Motion to approve Sections 1-3 of Ordinance No. 2102.
    E. Motion to approve Section 4 of Ordinance No. 2102, the emergency section.

10. Consideration and possible adoption of Resolution No. 1751, a resolution authorizing Oklahoma Municipal Assurance Group (OMAG) to distribute escrow account funds. *(Elizabeth Gray, City Manager)*

11. Public Comment - Any person wishing to address the Council during Public Comment shall give their name, address, and city of residence to the City Clerk for the records PRIOR to the start of the meeting. *(Per Chapter 30 of the Bethany Code of Ordinances, there is a five-minute limit, and no action or discussion shall take place. All remarks shall be addressed to the Council as a body, and not to any member thereof.)*

12. Consideration and possible approval of Engineering Design Contract for NW 25th and Peniel and NW 50th and McMillan Lift Station Replacement Project with TEIM Design for an amount of $240,000.00 and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*

13. Consideration and possible approval of Construction Contract with Krapff Reynolds Construction Company for NW 25th and Shannon Lift Station Improvement Project in the amount of $698,216.00 and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*

14. Discussion and possible action on an Interlocal cooperation agreement for the provision of mutual aid with the City of Warr Acres Police Department. *(Ray Jones, City Attorney)*

15. Consideration and possible approval of Notice to City Clerk regarding 2027 Schedule of Regular Meetings of the City Council, Bethany Public Works Authority, Bethany Hospital Trust, Bethany Development Authority, Planning & Zoning Commission, Board of Adjustment, and Bethany Economic Development Authority. *(Elizabeth Gray, City Manager)*

16. EXECUTIVE SESSION: Consideration, discussion and possible action to enter into executive session to hold confidential communications between the City Council of the City of Bethany and its counsel concerning the settling of certain claims in pending litigation: *In re National Prescription Opiate Litigation,* MDL No. 2804., related to lawsuit against Albertsons of opioid prescription drugs, and taking appropriate action in open session, including possible authorization to settle claims, the disclosure of which may seriously impair the litigation if known by public disclosure as allowed by 25 O.S. § 307(B)(4). *(Ray Jones, City Attorney)*

17. Consider approval of Resolution No. 1752, to approve the settlement in the Albertsons Settlement Agreement, dated August 20, 2026 and authorizing the Mayor of the City of Bethany, or the Mayor's designee, to execute the Subdivision Participation and Release Form for the City of Bethany's participation in the settlement. *(Ray Jones, City Attorney)*

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

19. City Attorney's Report

20. City Manager's Report

    A. Financial Report

21. Mayor and council members' comments and suggestions.

22. Adjourn until December 1, 2026.

BETHANY PUBLIC WORKS AUTHORITY

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

1. Consent Docket:

   A. Approval of Minutes from the November 3, 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.

2. Consideration and possible approval of Notice to City Clerk regarding 2027 Schedule of Regular Meetings of the Bethany Public Works Authority. *(Elizabeth Gray, City Manager)*

3. Consideration and possible approval of Engineering Design Contract for NW 25th and Peniel and NW 50th and McMillan Lift Station Replacement Project with TEIM Design for an amount of $240,000.00 and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*

4. Consideration and possible approval of Construction Contract with Krapff Reynolds Construction Company for NW 25th and Shannon Lift Station Improvement Project in the amount of $698,216.00 and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*

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

6. Adjourn until December 1, 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, Council may refer the matter to the City Manager or the Municipal Counselor. The Council may also refer items to standing committees of the Council or to a board or commission for additional study. Under certain circumstances, items may be deferred to a specific later date or stricken from the agenda entirely.

1. Consent Docket:

A. Approval of Minutes from the November 3, 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.

2. Consideration and possible approval of Notice to City Clerk regarding 2027 Schedule of Regular Meetings of the Bethany Hospital Trust. *(Elizabeth Gray, City Manager)*

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

4. Adjourn until December 1, 2026.

BETHANY DEVELOPMENT AUTHORITY

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1. Consent Docket:

A. Approval of Minutes from the November 3, 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.

2. Consideration and possible approval of Notice to City Clerk regarding 2027 Schedule of Regular Meetings of the Bethany Development Authority. *(Elizabeth Gray, City Manager)*

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

4. Adjourn until December 1, 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 needs and desires. If you have any concerns or comments about an agenda item, or any other issue, please contact the Mayor, your Ward Council Members or City Hall Staff. You may also contact the City Manager's office if you would like to have an item placed on a future agenda to address the Council as a whole. (Guidelines are available in the Council Chambers and in City Hall Lobby.)

AGENDA: 11/17/2026
ITEM: 5 (A)

NOTICE: On Thursday, October 29, 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 the necessary accommodation.

BETHANY CITY COUNCIL MEETING

BETHANY CITY HALL

TUESDAY, NOVEMBER 3, 2026

6:30 P.M.

MEMBERS PRESENT:	Amanda Sandoval	Mayor
	Ken Smart	Vice-Mayor
	Burt Falkner	Council Member
	Peter Plank	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
	Elizabeth Gray	City Manager
	Michael Vaughn	Finance Director
	Lesa LaMar	Deputy City Clerk
	Chief Meek	Chief of Police
	Steve Manek	TEIM Design
	(See Roster)	

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

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

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

The Invocation was given by Vice-Mayor Smart.
The Flag Salute was conducted by Vice-Mayor Smart.

ITEM NO. 3 on the agenda was **CONSENT DOCKET:**

A. APPROVAL OF MINUTES FROM THE OCTOBER 20, 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 MINUTES FROM THE OCTOBER 20, 2026, SPECIAL CALLED MEETING.

D. PUBLIC IMPROVEMENT-ROUTINE ITEM: ACCEPTANCE OF NW 35TH STREET PAVEMENT RECONSTRUCTION, SIDEWALK FROM NW 34TH TO NW 35TH ON COLLEGE, AND PAVEMENT RECONSTRUCTION ON MUELLER FROM NW 35TH TO SOUTH NW 34TH AS A PUBLIC IMPROVEMENT AND PLACE MAINTENANCE BOND INTO EFFECT.

E. APPROVAL OF BUDGET AMENDMENT 27-6.

F. APPROVAL OF BUDGET AMENDMENT 27-7.

G. APPROVAL OF BUDGET AMENDMENT 27-9.

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

ITEM NO. 4 on the agenda was **MAYORAL PROCLAMATION: NATIONAL AMERICAN INDIAN HERITAGE MONTH.**

A proclamation declaring November as National American Indian Heritage Month was presented. See Exhibit A.

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

None.

ITEM NO. 6 on the agenda was **CONSIDERATION AND POSSIBLE ACTION WITH RESPECT TO RESOLUTION NO. 1749 OF THE CITY COUNCIL OF THE CITY OF BETHANY, OKLAHOMA, AUTHORIZING THE CALLING AND HOLDING OF AN ELECTION IN THE CITY OF BETHANY, STATE OF OKLAHOMA, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED, QUALIFIED ELECTORS OF SAID CITY THE QUESTION OF THE ISSUANCE OF THE BONDS OF SAID CITY IN THE SUM OF $8,500,000.00 TO PROVIDE FUNDS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, IMPROVING AND REPAIRING STREETS WITHIN SAID CITY (INCLUDING, BUT NOT LIMITED TO, SIDEWALKS, SIGNAGE/SIGNALIZATION, DRIVE-**

WAY RECONSTRUCTION AND OTHER RELATED IMPROVEMENTS); TO BE COMPLETED WITH OR WITHOUT THE USE OF OTHER FUNDS; AND LEVYING AND COLLECTING AN ANNUAL TAX, IN ADDITION TO ALL OTHER TAXES, UPON ALL THE TAXABLE PROPERTY IN SAID CITY FOR THE PAYMENT OF THE INTEREST AND PRINCIPAL OF SAID BONDS. (ELIZABETH GRAY, CITY MANAGER)

City Manager Gray discussed the 2022 Bond, noting streets that did not make the 2022 Bond will be fixed under this bond. The list was voted on for the 2022 Bond in March. Millage rates for property owners are not anticipated to exceed the levels from the last bond election in 2022.

Steve Manek of TEIM Design stated all street projects on the GO Bond 2022 were completed $300,000 under budget and were all concrete streets. On the new bond two will be mill and overlay, with the others concrete, and curbs will be matched if present.

A motion was made by Council Member Magirowsky, seconded by Council Member Larsen to adopt Resolution No. 1749. Yes votes: Smart, Powell, Larsen, Triana, Falkner, Ford, Sandoval, Plank, Magirowsky. No votes: None. Motion approved.

ITEM NO. 7 on the agenda was **CONSIDERATION AND POSSIBLE ACTION WITH RESPECT TO APPROVING A PROFESSIONAL SERVICE AGREEMENT FOR JOHANNING & BYROM, PLLC AS BOND COUNSEL WITH RESPECT TO THE ISSUANCE OF THE GENERAL OBLIGATION BONDS OF THE CITY OF BETHANY, OKLAHOMA. (ELIZABETH GRAY, CITY MANAGER)**

Municipal Finance Services has helped the City in the past. Compensation under both agreements is contingent upon the bonds passing, at 1% of the principal amount.

A motion was made by Council Member Larsen, seconded by Council Member Magirowsky to approve Item 7 and Item 8. Yes votes: Larsen, Falkner, Ford, Plank, Magirowsky, Triana, Sandoval, Smart, Powell. No votes: None. Motion approved.

ITEM NO. 8 on the agenda was **CONSIDERATION AND POSSIBLE ACTION WITH RESPECT TO APPROVING PROFESSIONAL SERVICE AGREEMENTS FOR MUNICIPAL FINANCE SERVICES, INC. AS FINANCIAL ADVISOR WITH RESPECT TO THE ISSUANCE OF THE GENERAL OBLIGATION BONDS OF THE CITY OF BETHANY, OKLAHOMA. (ELIZABETH GRAY, CITY MANAGER)**

Approved with Item 7.

ITEM NO. 9 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL TO WITHDRAW MEMBERSHIP FROM THE OKLAHOMA PUBLIC EMPLOYEE HEALTH & WELFARE (OPEH&W) TRUST EFFECTIVE JANUARY 1, 2027 AND DECLINE TO PAY**

THE ASSESSMENT FEE OF $536,958.58 BY OPEH&W. (ELIZABETH GRAY, CITY MANAGER)

OPEH&W was declared insolvent, and 23 other public entities are also withdrawing. The City has partnered with HUB International.

A motion was made by Council Member Larsen, seconded by Council Member Ford to withdraw membership from the OPEH&W Trust effective January 1, 2027 and decline to pay the assessment fee of $536,958.58. Yes votes: Powell, Falkner, Sandoval, Ford, Magirowsky, Triana, Larsen, Smart, Plank. No votes: None. Motion approved.

ITEM NO. 10 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF THE PURCHASE OF A USED 2020 DODGE DURANGO PATROL VEHICLE FROM THE CITY OF WARR ACRES POLICE DEPARTMENT FOR $15,000.00. (ELIZABETH GRAY, CITY MANAGER)**

The vehicle has 60,129 miles. Chief Meek stated the 3 lease vehicles will be delivered this week.

A motion was made by Council Member Magirowsky, seconded by Council Member Ford to approve Item 10 and Item 11. Yes votes: Falkner, Plank, Powell, Sandoval, Smart, Ford, Triana, Magirowsky, Larsen. No votes: None. Motion approved.

ITEM NO. 11 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF SURPLUS EQUIPMENT TRADE WITH THE CITY OF WARR ACRES POLICE DEPARTMENT OF TWO BMW MOTORCYCLES FOR ONE DODGE DURANGO PATROL VEHICLE. (ELIZABETH GRAY, CITY MANAGER)**

Approved with Item 10.

ITEM NO. 12 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL TO SURPLUS A BETHANY POLICE DEPARTMENT 2014 FORD TAURUS PATROL VEHICLE. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Council Member Magirowsky, seconded by Council Member Ford to approve the surplus of the Bethany Police Department 2014 Ford Taurus patrol vehicle. Yes votes: Sandoval, Magirowsky, Powell, Plank, Falkner, Ford, Larsen, Triana, Smart. No votes: None. Motion approved.

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

None.

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

City Attorney Ray reported on work over the past two weeks.

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

City Manager Gray stated the lead line report will go out this month. She stated meter readings are being estimated due to a staff shortage and that applications for a meter reader are now being accepted. Other announcements of events are around the city were also reported.

ITEM NO. 16 on the agenda was **MAYOR AND COUNCIL MEMBERS' COMMENTS AND SUGGESTIONS.**

Each council member was given the opportunity to comment.

ITEM NO. 17 on the agenda was **ADJOURN UNTIL NOVEMBER 17, 2026.**

Mayor Sandoval adjourned the Bethany City Council meeting at 7:21 P.M. until November 17, 2026.

_____ _____

CITY CLERK MAYOR

EXHIBIT A

City of Bethany

Proclamation Office of the Mayor

WHEREAS, the history and culture of our great nation have been significantly influenced by American Indians and Indigenous Peoples; and

WHEREAS, the contributions of American Indians have enhanced the freedom, prosperity, and greatness of America today; and

WHEREAS, their customs and traditions are respected and celebrated as part of a rich legacy throughout the United States; and

WHEREAS, Native American Awareness Week began in 1976, and recognition was expanded by Congress and approved by President George Bush in August 1990, designating the month of November as National American Indian Heritage Month; and

WHEREAS, in honor of National American Indian Heritage Month, community celebrations as well as numerous cultural, artistic, educational, and historical activities have been planned.

NOW, THEREFORE, I Amanda Sandoval by virtue of the authority vested in me as Mayor of the City of Bethany, Oklahoma do hereby proclaim **November** as

"NATIONAL AMERICAN INDIAN HERITAGE MONTH"

in Bethany, Oklahoma and urge all our citizens to observe this month with appropriate programs, ceremonies, and activities.

Given under my hand and the Seal of the City of Bethany, Oklahoma this 3rd day of November, 2026.

Mayor

Attest:

City Clerk

CITY OF BETHANY CORPORATE SEAL OKLAHOMA

AGENDA: 11/17/2026
ITEM: Consent 5 (B)

BETHANY CITY COUNCIL

From: Michael Vaughn, Finance Director

Date: November 12, 2026

Subject: Claims list for the 11/17/2026 City Council Meeting

GENERAL OPERATIONS FUND

FUND	AMOUNT
General Operations Fund	$ 95,496.85
Public Safety Fund	$ 3,499.28
Debt Service	$ 1,152,618.75
Municipal Court Fund	$ 7,607.19
TOTAL	$ 1,259,222.07

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	$ 1,259,222.07
Bethany Public Works Authority	$ 446,233.12
Bethany Hospital Trust	$ 7,726.85
Bethany Development Authority	$ -
TOTAL	$ 1,713,182.04

RECOMMENDATION

1. Approve claims as presented.



P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A		NON-DEPARTMENTAL				
27-58327	10-005216	PERDUE BRANDON FIELDER COLL	OCT 2026 COLLECTION RPT	11/2026	OCT 2026-	1,213.92
					DEPARTMENT TOTAL:	1,213.92
DEPARTMENT: 01.0		MANAGEMENT				
27-57342	10-004660	MOTHER NATURE'S INC.	INSIDE/OUTSIDE PEST	11/2026	1653089	120.00
27-57639	10-005156	COX COMMUNICATIONS INC.	PHONE SERVICE	11/2026	20261031	726.47
27-58222	10-005321	AMAZON CAPITAL SERVICES, IN	TONER	11/2026	7853021	128.38
27-57295	10-005373	CARD SERVICES/P1	AZURE AND BUSINESS	11/2026	EO3010W5AG	225.00
27-58196	10-005703	FLOOR-TECH JANITORIAL	TOILETPAPER&PAPERTOWELS	11/2026	7829	203.25
27-57277	10-005851	LYTLE, SOULE' & FELTY, P.C.	ATTORNEY FEES	11/2026	326628	3,125.00
27-57281	10-005851	LYTLE, SOULE' & FELTY, P.C.	OUTSIDE CONTRACT	11/2026	326631	100.00
27-57279	10-006334	CITY WIDE FACILITY SOLUTION	CLEANING CITY HALL	11/2026	3203902724	412.71
27-58172	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY QTR 2	11/2026	2ND QTR LIAB.	1,435.73
27-58224	10-1530	THE TRIBUNE	ORD. 2100, RES. 1748	11/2026	10-.30-2026	201.84
27-57307	10-2274	OZARKA WATER COMPANY	MONTHLY RENTAL & WATER	11/2026	44116728	43.89
27-57284	10-2448	MARGARET MCMORROW-LOVE	ATTORNEY SVC.	11/2026	OCT 2026	307.00
27-57285	10-3196	IMAGENET CONSULTING, LLC	MANAGED IT	11/2026	INV1796274	4,280.13
27-58306	10-3196	IMAGENET CONSULTING, LLC	STAPLES FOR BIZHUB	11/2026	INV1797360	90.22
27-58293	10-4249	YMCA OF GREATER OKC	POOL MGMT RIPPER PARK	11/2026	BERP2026	10,000.00
27-57306	10-4310	AMERIFLEX	FSA ADMIN FEE	11/2026	INV1048429	196.00
					DEPARTMENT TOTAL:	21,595.62
DEPARTMENT: 03.0		COURT				
27-58048	10-004789	TRADS, INC	JULY TRANSUION	11/2026	6386912-202607-01	100.00
27-57639	10-005156	COX COMMUNICATIONS INC.	PHONE SERVICE	11/2026	20261031	469.32
27-57410	10-006123	CHRISTOPHER T. STEIN	CITY PROSECUTOR SERVICE	11/2026	OCT 2026	968.00
27-57411	10-006144	ROBERT BLACK, PLLC	CITY PROSECUTOR SERVICE	11/2026	10-2026	3,074.50
27-58172	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY QTR 2	11/2026	2ND QTR LIAB.	1,454.38
27-57130	10-2274	OZARKA WATER COMPANY	OCT WATER	11/2026	44116729	33.89
27-58245	10-2668	SIGNS NOW	NO SMOKING SIGN	11/2026	62821	101.00
					DEPARTMENT TOTAL:	6,201.09

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 05.0		POLICE				
27-57347	10-004660	MOTHER NATURE'S INC.	YEARLY PEST CONTROL	11/2026	1653086	60.00
27-57287	10-004789	TRADS, INC	SEARCH INVESTIGATIONS	11/2026	234929-202610-1	100.00
27-57639	10-005156	COX COMMUNICATIONS INC.	PHONE SERVICE	11/2026	20261031	2,548.35
27-58204	10-005321	AMAZON CAPITAL SERVICES, IN	mop heads, batteries, etc	11/2026	1049034	422.50
27-58260	10-005321	AMAZON CAPITAL SERVICES, IN	ROUTER	11/2026	9848267	54.99
27-58292	10-005321	AMAZON CAPITAL SERVICES, IN	PRESSURE GAUGES, CARDS ET	11/2026	6730662	201.53
27-58294	10-005321	AMAZON CAPITAL SERVICES, IN	SURFACE CHARGERS	11/2026	3518600	82.84
27-57256	10-006044	HOUSE OF MODS LLC	FLEET MAINTENANCE	11/2026	6271	1,840.94
27-58337	10-006134	TURF REEL SHARPENING	TARGET FRAMES	11/2026	20261029	1,500.00
27-58186	10-0143	ASSESSMENT, INC.	NEGRON MMPI	11/2026	6642	140.00
27-58210	10-0225	GENUINE PARTS	PARTS FOR PATROL CARS	11/2026	128926	225.39
27-58242	10-0225	GENUINE PARTS	18-002 PARTS	11/2026	128849	902.00
27-58172	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY QTR 2	11/2026	2ND QTR LIAB.	4,985.91
27-58266	10-1796	H.O.W. RUBBER, INC.	19-001 hose	11/2026	H37390	54.13
27-57267	10-2442	SUMNERONE, INC.	COPIER LEASE	11/2026	4764875	13.89
27-58321	10-3098	TS HEAT AND AIR INC	DISPATCH/SERVER AC	11/2026	71022189	109.00
27-58146	10-3307	FAST STITCH	SMITH UNIFORMS	11/2026	18696	111.00
27-57288	10-3342	JANI-KING OF OKLAHOMA, INC.	CLEANING PD	11/2026	OKC11260111	1,924.66
27-57797	10-3415	SPECIAL-OPS UNIFORMS, INC.	RODRIGUEZ IKE JACKET	11/2026	370021	340.48
27-57330	10-4090	AT&T MOBILITY	ETHERNET JOINT PD/FD	11/2026	0702803215	532.54
27-58307	10-4352	MCBRIDE CLINIC	DRUG SCREEN-SMITH	11/2026	20261102	32.00
27-58273	10-4388	ISG TECHNOLOGY, LLC	TECHNOLOGY EXPENSES	11/2026	ISG373764	1,436.35
					DEPARTMENT TOTAL:	17,618.50
DEPARTMENT: 06.0		FIRE				
27-58342	10-004398	CITY OF OKLAHOMA CITY	ANNUAL CAPITAL REPLACEMEN	11/2026	OKCRS-BTHNY-FY27*	6,630.00
27-58254	10-004851	PHOENIX HARDWOOD & PLYWOOD	WOOD AND MATERIALS	11/2026	24876	788.10
27-57639	10-005156	COX COMMUNICATIONS INC.	PHONE SERVICE	11/2026	20261031	1,329.89
27-57092	10-005510	SAMARITAN EMS	AMBULANCE SERVICE	11/2026	7534	17,989.75
27-58340	10-005756	OVERHEAD DOOR	REPAIRS TO BAY DOOR	11/2026	0318927-IN	220.00
27-58275	10-0883	LOCKE SUPPLY CO.	AIR FILTERS FOR FD	11/2026	59690258-00	138.60
27-58312	10-1	MATT BISWELL	BISWELL ARSON CONFERENCE	11/2026	20261102	637.72
27-58314	10-1	BRYCE BRIGAN	BRIGAN WICHITA TRAINING	11/2026	20261009	818.91
27-58172	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY QTR 2	11/2026	2ND QTR LIAB.	3,098.94
27-58278	10-2648	MUNGER PAINTS	EXTENSION POLE	11/2026	214063	36.42
27-57471	10-3920	OSU OFFICE OF THE BURSAR	OFFICER II COURSE	11/2026	S3909936	350.00
27-57330	10-4090	AT&T MOBILITY	ETHERNET JOINT PD/FD	11/2026	0702803215	532.54
27-58341	10-4090	AT&T MOBILITY	MOBILE DATA FOR IPADS	11/2026	287287519606 OCT	89.08
					DEPARTMENT TOTAL:	32,659.95

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 07.0		COMMUNITY DEV				
27-58309	10-005373	CARD SERVICES/P1	TRIBUNE SUBSCIPTION	11/2026	0207	38.00
27-57264	10-005689	CHALLENGER LANDSCAPING AND	ABATEMENTS	11/2026	6718 NW EXPWY AWNI	300.00
					DEPARTMENT TOTAL:	338.00
DEPARTMENT: 08.1		PUBLIC WORKS - ADMIN				
27-57639	10-005156	COX COMMUNICATIONS INC.	PHONE SERVICE	11/2026	20261031	402.27
27-58172	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY QTR 2	11/2026	2ND QTR LIAB.	37.29
					DEPARTMENT TOTAL:	439.56
DEPARTMENT: 08.2		PUBLIC WORKS - STREETS				
27-58255	10-0002	ACTION SAFETY SUPPLY CO., L	CLOSE THE EAST BOUND LANE	11/2026	00295480	2,675.00
27-58339	10-0007	A-1 LAWN MOWER SHOP INC	FILTERS FOR LAWN MOWER	11/2026	19265	84.75
27-57212	10-004688	TLS GROUP, INC.	MAINTENANCE AGREEMENT	11/2026	1126-1807	480.00
27-57216	10-004688	TLS GROUP, INC.	36TH/COUNCIL	11/2026	2350	565.50
27-57639	10-005156	COX COMMUNICATIONS INC.	PHONE SERVICE	11/2026	20261031	330.05
27-58276	10-005321	AMAZON CAPITAL SERVICES, IN	WALL & DESK CALANDERS	11/2026	3440265	39.00
27-58336	10-005321	AMAZON CAPITAL SERVICES, IN	MAGICERASER&LAVASOAP	11/2026	2256248	33.79
27-58209	10-005703	FLOOR-TECH JANITORIAL	TOILET PAPER & PAPERTOWEL	11/2026	7830	66.25
27-58284	10-006114	READING TRUCK EQUIPMENT, LL	DX&POSSIBLEREPAIR#63	11/2026	34557720	313.75
27-58187	10-006287	TAKE TEN TIRE & SERVICE	FOUR SKID STEER	11/2026	4-362175	922.00
27-58296	10-0482	DOLESE BROS. CO.	FILL SAND	11/2026	AG26136119	487.63
27-58316	10-0482	DOLESE BROS. CO.	PALLET OF CONCERTE	11/2026	MA26008975	581.70
27-58259	10-0694	HASKELL LEMON CONST CO	THREE TONS ASPHALT	11/2026	23795	178.40
27-58172	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY QTR 2	11/2026	2ND QTR LIAB.	279.69
27-58281	10-1622	WESTLAKE ACE HARDWARE	MACHETE STEEL SAW	11/2026	3505912	24.99
27-58320	10-1622	WESTLAKE ACE HARDWARE	CONCRETE PATCH	11/2026	3505917	59.97
27-58334	10-1622	WESTLAKE ACE HARDWARE	CLOROX,AJAX PLEDGE, SPONG	11/2026	3505919	48.93
27-58211	10-2702	AMERICAN LOGO & SIGNS	SIGN BRACKETS	11/2026	34596	124.00
27-58207	10-3003	VANCE BROTHERS, LLC	TACT	11/2026	18921	220.00
					DEPARTMENT TOTAL:	7,515.40

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08.4		PUBLIC WORKS - MAINT				
27-58276	10-005321	AMAZON CAPITAL SERVICES, IN	WALL & DESK CALANDERS	11/2026	3440265	10.00
27-58248	10-0130	AMERICAN FIRE & SAFETY	ANNUALFIREECTINGISHERINSP	11/2026	133883	59.29
27-58290	10-0225	GENUINE PARTS	SHOP SUPPLIES	11/2026	129311	424.95
27-58172	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY QTR 2	11/2026	2ND QTR LIAB.	216.29
27-58289	10-1622	WESTLAKE ACE HARDWARE	BOLTS & NUTS & SPRAYPAINT	11/2026	3505915	125.76
27-58295	10-2895	CHAPPELL SUPPLY	SOAP & HOSES	11/2026	0401097-IN	606.27
					DEPARTMENT TOTAL:	1,442.56
DEPARTMENT: 08.5		PUBLIC WORKS - PARKS				
27-58106	10-0006	A WELDORS SUPPLY	MONTHLY WELDINGTANKRENTAI	11/2026	278594	24.80
27-58226	10-004790	HARVEY JANITORIAL SALES	DOGGIE BAGS & LINERS	11/2026	223338	342.30
27-57639	10-005156	COX COMMUNICATIONS INC.	PHONE SERVICE	11/2026	20261031	29.45
27-58276	10-005321	AMAZON CAPITAL SERVICES, IN	WALL & DESK CALANDERS	11/2026	3440265	47.00
27-58291	10-005321	AMAZON CAPITAL SERVICES, IN	COPYPAPER&ELECTRICTAPE	11/2026	8301828	18.04
27-58318	10-005321	AMAZON CAPITAL SERVICES, IN	RESTROOMCLOSEDFORSEASON	11/2026	1093819	181.23
27-58336	10-005321	AMAZON CAPITAL SERVICES, IN	MAGICERASER&LAVASOAP	11/2026	2256248	33.79
27-58012	10-005703	FLOOR-TECH JANITORIAL	TOILET PAPER & PAPER TOWE	11/2026	7827	138.25
27-58202	10-0668	HAYES ELECTRIC	STREET LIGHTS DOWNTOWN	11/2026	94054	421.85
27-58172	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY QTR 2	11/2026	2ND QTR LIAB.	2,688.74
27-58218	10-1589	VOSS LIGHTING	BULBS FOR PARKS	11/2026	30224446-00	144.00
27-58268	10-1622	WESTLAKE ACE HARDWARE	ZTIESFORCHRISTMASLIGHTS	11/2026	3505906-3505907	31.99
27-58297	10-2508	ROYS TRANSMISSION INC	VALVE BODY REPLACED	11/2026	11902	1,975.81
27-58162	10-2702	AMERICAN LOGO & SIGNS	CHEVRON -5 & ONE STREETSI	11/2026	34597	395.00
					DEPARTMENT TOTAL:	6,472.25
					FUND TOTAL:	95,496.85

FUND: 021- PUBLIC SAFETY FUND SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 99.0		NON-DEPARTMENTAL				
27-57738	10-006195	GODFREY'S INDOOR SHOOTING &ACO VESTS		11/2026	S1164235	3,213.28
27-58022	10-006345	GUARDIAN ALLIANCE TECHNOLOGNEW HIRE BACKGROUNDS		11/2026	307256	286.00
					DEPARTMENT TOTAL:	3,499.28
					FUND TOTAL:	3,499.28

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 99.0		NON-DEPARTMENTAL				
27-58285	10-005481	BANCFIRST BLT	BOND 2016	11/2026	20261201-	49,587.50
27-58286	10-005481	BANCFIRST BLT	BOND 2022A	11/2026	20261201*	758,468.75
27-58287	10-005481	BANCFIRST BLT	BOND 2022B	11/2026	20261201	344,562.50
					DEPARTMENT TOTAL:	1,152,618.75
					FUND TOTAL:	1,152,618.75

FUND: 072- MUNICIPAL COURT FUND SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A		NON-DEPARTMENTAL				
27-58324	10-1869	CLEET	OCT 2026 CLEET REPORT	11/2026	OCTOBER 2026*	2,593.84
27-58325	10-1970	OSBI	OCT 2026 AFIS REPORT	11/2026	OCT. 2026-	2,571.85
27-58326	10-1970	OSBI	OCT 2026 FORENSIC RPT	11/2026	OCTOBER 2026	2,441.50
					DEPARTMENT TOTAL:	7,607.19
					FUND TOTAL:	7,607.19
					GRAND TOTAL:	1,713,182.04

Agenda: 11/17/2026
Item: 5 (C), 6 & 7

CITY OF BETHANY

From: Michael Vaughn, Finance Director
Date: November 17, 2026
Subject: Delinquent Utility Account Hearing for various Bethany Utility Customers

BACKGROUND

On October 1, 2026, the City of Bethany mailed via certified mail notices of delinquency to a number of utility customers that have Bethany sewer services and Oklahoma City water. Per Bethany Ordinance 2049, customers are entitled to a hearing before Council prior to Council declaring the accounts delinquent and submitting them to Oklahoma City to request termination of their water service. All of the utility customers notified have not paid for any Bethany utility services for at least thirty days past their bill's due date.

Ordinance 2049 states that if the customer desires a hearing, they must contact the City Clerk's office at least 24 hours prior to the designated Council meeting or make payment arrangements with the Utility Billing office.

RECOMMENDATION

1. Approve Resolution No. 1750 finding the accounts of the listed utility customers delinquent.

ADDITIONAL COMMENTS



THE CITY OF BETHANY

RESOLUTION NO. 1750

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

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

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

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

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

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

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

ADOPTED THIS 17TH DAY OF NOVEMBER 2026.

THE CITY OF BETHANY

(SEAL)

ATTEST: _____
Mayor

_____
City Clerk

ATTACHMENT 1

Utility Accounts for Delinquency hearings on 11/17/2026

ACCOUNT #	NAME	ADDRESS	AMOUNT DUE
52-1370-04	Beryl Fok	8721 Old Brompton Rd	$229.04
52-1500-02	Aubrey Long	5905 Queens Gate	$224.40
52-2780-01	Chad Krittenbrink	5913 NW 82nd Cir	$397.60

Agenda: 11/17/2026
Item: 8

CITY OF BETHANY

From: Brett Crecelius, Community Development Director
Date: November 17, 2026
Subject: Discussion and possible action on enacting an ordinance to create a PUD Overlay District.

BACKGROUND

On April 16, the Planning and Zoning Commission voted to recommend a PUD moratorium in order to protect community character, evaluate infrastructure capacity, and ensure a clear public benefit. Various issues with existing zoning categories have led to the increased use of the PUD overlay district to bypass residential district bulk and yard standards. Overuse and misuse of the PUD overlay district may compromise the health, safety, and welfare of the community. For these reasons, the City Council approved Ordinance No. 2093 on May 19, 2026, establishing an 180-day moratorium. During the 180-day PUD moratorium, the Planning Commission has held several meetings and discussions and subsequently prepared a revised PUD ordinance.

The Planning and Zoning Commission did recommend approval. The votes are as follows: AYE- Justin Peck, James Clemmer, Sam Thurman, Steve Marx, Ron Crouch, Anthony Garcia, Arvel Williams. NAY- Jennifer Edmonson, Robert Helton. ABSTAIN- None. The motion carried 7-2-0.

RECOMMENDATION

1. As develops during the meeting.



ADDITIONAL COMMENTS

MINUTES
CITY OF BETHANY
PLANNING AND ZONING COMMISSION
NOVEMBER 10, 2026

MEMBERS PRESENT:	Justin Peck, Chair James Clemmer, Vice-Chair Sam Thurman Robert Helton Steve Marx Ron Crouch Jennifer Edmonson Anthony Garcia Arvel Williams
MEMBERS ABSENT:	None
STAFF PRESENT:	Ray Jones, City Attorney Brett Crecelius, Comm. Dev. Director Raquelynne Diaz, Comm. Dev. Specialist Linda Hlinicky, Adm. Assistant

Justin Peck, Chair called the meeting to order and gave the invocation. Motion was made by James Clemmer, seconded by Arvel Williams to approve the October 13, 2026 Planning and Zoning Commission minutes as emailed. The votes are as follows: AYE- Justin Peck, James Clemmer, Robert Helton, Steve Marx, Jennifer Edmonson, Anthony Garcia, Arvel Williams. NAY- None. ABSTAIN- Ron Crouch, Sam Thurman.

ITEM 1: **PC 26-10**
Consider a request by Maria Sanchez, Applicant and Property Owner, to rezone the property located in proximity of NW 38th and N Hammond from C-G, Commercial General to I-L, Industrial Light

LEGAL DESCRIPTION: WEST PARK ADDITION Block 002 Lot 007

ACTION: Motion was made by James Clemmer, seconded by Steve Marx to approve the rezoning of property located in proximity of NW 38th and N. Hammond from C-G, Commercial General to I-L, Industrial Light. The votes are as follows: AYE- Justin Peck, James Clemmer, Steve Marx, Ron Crouch. NAY- Robert Helton, Anthony Garcia, Arvel Williams, Jennifer Edmonson, Sam Thurman. ABSTAIN- None. The motion carried 4-5-0.

ITEM 2: **PC 26-21**
Consider a request by Kim Luong, Applicant and Property Owner to rezone the property located at 3501 N. Rockwell from C-O, Commercial Office to R-1, Residential One Family

LEGAL DESCRIPTION: WEST AVE ADDITION Block 000 Lot 002

ACTION: Motion was made by James Clemmer, seconded by Sam Thurman to approve rezoning 3501 N. Rockwell Ave. from C-O, Commercial Office to R-1, Residential One Family. The votes are as follows: AYE- Justin Peck, James Clemmer, Sam Thurman, Steve Marx, Ron Crouch, Jennifer Edmonson, Anthony Garcia, Arvel Williams. NAY- Robert Helton. ABSTAIN- None. The motion carried 8-1-0.

ITEM 3: PC 26-19
Discussion and possible action on Planned Industrial District (PID) Overlay**.**

ACTION: Motion was made by Robert Helton, seconded by James Clemmer to make the email received from Mr. Allred and part of record in the minutes. The votes are as follows: AYE-Justin Peck, James Clemmer, Sam Thurman, Robert Helton, Steve Marx, Ron Crouch, Jennifer Edmonson, Anthony Garcia, Arvel Williams. NAY- None. ABSTAIN- None. The motion carried unanimously
9 – 0.

Motion was made by Robert Helton to reject the PID and re-do the comprehensive plan north of NW 50th Street. Motion died for lack of a second.

Motion was made by Arvel Williams, seconded by James Clemmer to approve the Planned District (PID) Overlay. The votes are as follows: AYE- Justin Peck, James Clemmer, Sam Thurman, Anthony Garcia, Ron Crouch, Arvel Williams. NAY- Jennifer Edmonson, Steve Marx, Robert Helton. ABSTAIN- None. The motion carried 6-3-0.

ITEM 4: PC 26-15
Discussion and possible action on PUD moratorium.

ACTION: Motion was made by James Clemmer, seconded by Anthony Garcia to approve the PUD moratorium with change on page 28, Paragraph 2(b) line 5 from "reference as referenced" to "reference as referred". The votes are as follows: AYE- Justin Peck, James Clemmer, Sam Thurman, Steve Marx, Ron Crouch, Anthony Garcia, Arvel Williams. NAY- Jennifer Edmonson, Robert Helton. ABSTAIN- None. The motion carried 7-2-0.

ITEM 5: PC 26-18
Discussion and possible action on Dumpster Sighting Ordinance.

ACTION: Motion was made by Ron Crouch, seconded by James Clemmer to approve the Dumpster Sighting Ordinance. The votes are as follows: AYE- Justin Peck, James Clemmer, Sam Thurman, Robert Helton, Steve Marx, Ron Crouch, Jennifer Edmonson, Arvel Williams. NAY- Anthony Garcia. ABSTAIN- None. The motion carried 8-1-0.

Motion was made by Robert Helton, seconded by Anthony Garcia to adjourn. The motion carried unanimously 9 – 0.

City of Bethany

Planning & Zoning Staff Report

November 10, 2026

CASE NO: PC 26-15

***Request*:** Discussion and possible action on PUD moratorium.

***Background*:** On April 16, the Planning and Zoning Commission voted to recommend a PUD moratorium in order to protect community character, evaluate infrastructure capacity, and ensure a clear public benefit. Various issues with existing zoning categories have led to the increased use of the PUD overlay district to bypass residential district bulk and yard standards. Overuse and misuse of the PUD overlay district may compromise the health, safety, and welfare of the community. For these reasons, the City Council approved Ordinance No. 2093 on May 19, 2026, establishing an 180-day moratorium.

During the 180-day PUD moratorium, the Planning Commission has held several meetings and discussions and subsequently prepared a revised PUD ordinance. The Commission will review and discuss the final draft before making a recommendation for consideration.

***Analysis*:**

The current PUD draft outlines the purpose and intent of the overlay district. Distinguishes between a Small Planned Unit Development (SPUD) and a Planned Unit Development (PUD).

The SPUD must be less than five (5) acres and will be limited to two zoning categories/uses, with all residential uses and residential zones shall be considered as one use that must be paired with another commercial or industrial use. As well where a proposed SPUD is surrounded on three (3) sides by residential district(s), that SPUD uses must include one residential use congruent with the surrounding residential district(s). Another key difference is that the project must be completed in one phase of construction with a complete construction schedule included in the development narrative.

The PUD is designed for properties consisting of five (5) or more. The PUD may be developed in multiple phases. However, the development narrative shall provide a clear construction schedule for each phase of the project and specify all phase completion standards required for approval.

Both the SPUD and PUD are subject to general development standards and must include a development narrative, comply with open space and stormwater management requirements, and participate in the community benefit points system. However, the minimum number of community benefit points required differs between the SPUD and PUD.

The ordinance also establishes application requirements, review procedures, approval criteria, expiration provisions, and processes for both minor and major modifications. These standards and regulations provide a more structured framework for the ordinance, ensuring that future developments are reviewed and held to consistent requirements that protect the public health, safety, and welfare of the community.

***Required Action*:** Hold a public hearing to provide a recommendation to either approve or deny the proposed PUD amendments and recommend approval or denial to City Council.

***Attachments*:**

- PUD draft
- Current PUD
- Public Notice

ORDINANCE NO. **2101**

AN ORDINANCE AMENDING TITLE XV: LAND USEAGE, CHAPTER 158: ZONING DISTRICT REGULATIONS FOR PLANNED UNIT DEVELOPMENT OVERLAYS AS AUTHORIZED BY THE CITY OF BETHANY, RESTATING THE MASTER PUD TEXT, STANDARDS, AND DEVELOPMENT REGULATIONS IN THEIR ENTIRETY; PROVIDING FOR REVISED PERMITTED USES AND DESIGN GUIDELINES APPLICABLE THROUGHOUT THE DISTRICT; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

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

Section 1 SECTION 158.024 PLANNED UNIT DEVELOPMENT OVERLAYS is amended as follows:

(A) PURPOSE AND INTENT:

(1) The purpose of the Planned Development Overlay District regulations is to encourage high-quality development that provides flexibility in design while maintaining compatibility with surrounding properties and the intent of the underlying zoning district. The PUD is not to be utilized only for the purpose of obtaining a variance to the bulk standards or other City Code requirements. It shall conform to the Comprehensive Plan. These regulations are intended to:

(a) Promote innovative site design and efficient land use patterns.
(b) Encourage redevelopment and infill development.
(c) Support mixed-use development.
(d) Encourage housing diversity and workforce housing opportunities.
(e) Promote sustainability and environmental stewardship.
(f) Preserve and enhance natural resources and open spaces.
(g) Improve transportation connectivity and pedestrian accessibility.
(h) Encourage investment that expands the City's tax base.
(i) Provide flexibility from conventional zoning standards when a project provides measurable public benefits calculated by community point system
(j) Encourage the provision of amenities beyond the minimum requirements of conventional development.

(2) The Planned Development Overlay District shall function as an overlay zoning district. The underlying zoning classification shall remain in effect except where specifically modified through an approved Development Plan. No development plan shall be approved that does not meet the requirements, criteria, and necessary Community Benefit Points listed in this chapter.

(B) TYPES OF PLANNED DEVELOPMENT OVERLAY DISTRICTS

(1) Small Planned Unit Development (SPUD)

(a) A SPUD may be established on properties consisting of less than five (5) acres. Limited to two zoning categories/uses. For purposes of this chapter, all residential uses and residential zones shall be considered as one use that must be paired with another commercial or industrial use.

(b) The SPUD process is intended to provide a review process for smaller redevelopment, infill, mixed-use, commercial, residential, and adaptive reuse projects that provide community benefits and innovative design.

(c) In the instance where a proposed SPUD is surrounded on three (3) sides by residential district(s), that SPUD uses must include one residential use congruent with the surrounding residential district(s) and commercial uses allowed in Commercial-Restricted (C-R). Any commercial uses in this type of SPUD must have a finished floor square footage that is less than half of the residential finished floor square footage. Developments under five (5) acres in construction must be completed in one phase of construction with a complete construction schedule included in the development narrative.

(2) Planned Unit Development (PUD)

(a) A PUD may be established on properties consisting of five (5) acres or greater.

(b) The PUD process is intended for larger-scale developments requiring coordinated planning, infrastructure, multiple land uses, housing diversity, open space preservation, or significant public amenities. The proposed PUD, if containing residential uses, will have common open space developed as recreation and/or leisure-oriented improvements referenced as referred in the Community Benefits – Integrated Uses listed in this chapter. Multi-phase developments must provide clear construction schedules for all phases of the project and all construction phase completion standards in the development narrative for approval.

(C) GENERAL STANDARDS

(1) All PUD and SPUD developments shall comply with the following:
(a) The underlying zoning district shall remain in effect.
(b) The development shall not fundamentally alter the intent of the underlying zoning district.
(c) All uses shall be specifically identified within the approved Development Plan.

(d) Any use not specifically approved shall be prohibited.
(e) Modifications to setbacks, lot dimensions, building height, parking requirements, or other development standards shall be limited to those necessary to accomplish the stated objectives of the development.
(f) The development shall demonstrate compatibility with surrounding land uses.
(g) The development shall provide measurable public benefits through compliance with the Community Benefit Point System.

(D) REQUIRED DEVELOPMENT NARRATIVE

(1) All applications shall include a Development Narrative containing:
(a) Project description and vision
(b) Existing zoning and land use conditions
(c) Proposed land uses.
(d) Requested modifications to zoning standards.
(e) Description of community benefits
(f) Explanation of how the project supports adopted plans and policies.
(g) Description of sustainability and open space features.
(h) Description of economic development benefits.
(i) Description of public infrastructure improvements.

(E) DEVELOPMENT STANDARDS

(1) The Development Plan shall include a comparison table identifying deviations from the underlying zoning district. Example:

Standard	**Underlying Zoning**	**Proposed Zoning**
Setback	25 Feet	20 Feet
Maximum Height	35 Feet	40 feet
Parking Ratio	1 space per 250 sq ft	1 space per 300 sq ft

(F) OPEN SPACE REQUIRMENTS

(1) Any approved development plan must include a minimum of 10% of usable open space. Examples of usable open space include, but are not limited to:
(a) Parks
(b) Plazas
(c) Trails
(d) Community Gardens
(e) Natural preservation areas

(f) Green space (with less than 10% slope)'
(g) Stormwater amenities designed as public features

(G) STORMWATER BENEIFTS AND REQUIREMENT

(1) Stormwater flooding poses a risk to public health, safety, and property within the City of Bethany. To support effective stormwater management, all new developments within a Planned Development Overlay District that are subject to the Community Benefit Point System shall incorporate at least one approved Stormwater Solution from Section (H) Community Benefit Point System into their project.

(H) COMMUNITY BENEFIT POINT SYSTEM

(1) The purpose of the Community Benefit Point System is to ensure that developments receiving flexibility from conventional zoning regulations provide measurable benefits to the community.

(a) Minimum Required Points

SPUD Projects: 12 Points
PUD Projects: 22 Points

Categories & Community Benefit	Points
SUSTAINABILITY/RESILIENCE	
Solar-ready building design	2
On-site renewable energy generation (solar, geothermal, etc.) providing ≥10% of projected energy demand	2
High Efficiency HVAC / heat pump systems exceeding current SEER2 / HSPF2 code minimums by ≥15%	2
Native or drought-resistant landscaping (≥75% of planted area)	2
Individual or public storm shelter(s) meeting ICC standards	5
Cool roof or reflective roof systems	2
TRANSPORTATION	
Sidewalks exceeding minimum width (minimum 6 feet)	5
Multi-use trail connection	4
Bicycle parking facilities exceeding minimum code requirements	1
Electric vehicle charging stations	2
Internal pedestrian circulation network connecting all major uses and adjacent public rights-of-way	3
Shared parking program	2
PUBLIC SERVICES	
Public plaza or gathering space (≥2,000 sq ft, publicly accessible)	4
Public art installation (approved by Commission or equivalent)	2

Streetscape improvements beyond code requirements (lighting, benches, planters, etc.)	3
Underground utility installation	3
Public safety improvements incorporated into project (traffic calming, crosswalks, lighting, etc.)	2
HOUSING DIVERSITY	
Workforce housing units (≤80% Average Median Income) – minimum 10% of total units	5
Deeper affordability units (≤60% Average Median Income) with long-term deed restriction (≥30 years) – minimum 5% of total units	3
Live-work units	3
True mixed-use (residential + commercial on the same site or building; commercial ≥15% of total floor area)	5
NATURAL RESOURCES AND GREEN SPACE	
Open space exceeding10% minimum (2 pts per additional 5%, max 6 pts)	2-6
Significant tree preservation (protected trees ≥12" at diameter retained and protected)	3
Improving nearby parks or trails (within ¼ mile, value-based contribution approved by Parks Department)	4
Two canopy trees (minimum 2" caliper, approved species) planted per dwelling unit with 2-year survival guarantee	3
Public Amenities & Recreation (must be accessible to residents and, where feasible, the broader neighborhood)	
Swimming pool	3
Dog Park	3
Basketball Court	4
Pickleball Court	4
Children's playground	4
Fitness center/ Gym	3
Stormwater Solutions	
Enhanced stormwater green infrastructure installations, including practices commonly described as nature-based solutions, green stormwater infrastructure, and low-impact development	2
Rain gardens, planter gardens, or pollinator gardens	2
Stream, drainageway, or wetland restoration or habitat restoration	4
Stormwater Storage	5
Focal Points, Soil Cells, Permeable Surface**s**	5

(I) APPLICATION REQUIREMENTS

(1) SPUD Applications

The following materials shall be submitted:

(a) Application form.
(b) Permitted uses.
(c) Development Narrative.
(d) Site Plan.
(e) Building Elevations or Conceptual Renderings.
(f) Landscape Plan.
(g) Community Benefit Point Table.
(h) Utility and access information as required by the Community Development Director.

(2) PUD Applications

The following materials shall be submitted:

(a) Application form.
(b) Development Narrative.
(c) Permitted uses.
(d) Preliminary Development Plan.
(e) Site Plan.
(f) Open Space Plan.
(g) Circulation Plan.
(h) Utility Plan.
(i) Landscape Plan.
(j) Building Elevations or Conceptual Renderings.
(k) Community Benefit Point Table.
(l) Phasing Plan, if applicable.

(3) All applicable information related to the proposed development shall be fully addressed in the application. Applications containing vague or unanswered responses shall be deemed incomplete and will not be reviewed

(J) REVIEW PROCEDURES

(1) SPUD Review Process

(a) Application Submission.
(b) Staff Review.
(c) Planning Commission Public Hearing and Recommendation.
(d) City Council Public Hearing and Final Action.

(2) PUD Review Process

(a) Pre-Application Meeting.
(b) Application Submission.
(c) Preliminary Development Plan Review.
(d) Planning Commission Public Hearing and Recommendation.
(e) City Council Public Hearing and Approval.
(f) Final Development Plan Approval.

(K) APPROVAL CRITERIA

(1) The Planning Commission and City Council shall consider whether the proposed development:
(a) Is consistent with the Comprehensive Plan.
(b) Is compatible with surrounding development.
(c) Enhances community character.
(d) Provides adequate public facilities and infrastructure.
(e) Provides measurable public benefits as identified in the development narrative.
(f) Preserves or enhances natural resources.
(g) Supports economic development and expansion of the tax base.
(h) Meets the requirements and criteria identified in this section.

(L) EXPIRATION

(1) Approval of a SPUD or PUD shall expire two (2) years following approval unless substantial construction has commenced. Substantial construction shall be defined by completion of at least twenty-five percent (25%) of the total construction development as measured by foundations constructed on site as per the approved development plan. Permits related to the project will need to be filed within 1 year. Extensions of up to one (1) year may be recommended by the Planning & Zoning Commission and approved by the City Council upon demonstration of good cause.

(M) AMENDMENTS TO APRROVED PLANNED DEVELOPMENT OVERLAY DISTRICTS

(1) Purpose

(a) The purpose of this section is to provide a clear and predictable process for modifying approved Planned Unit Development (PUD) and Small Planned Unit Development (SPUD) plans while distinguishing between minor modifications that do not substantially alter the approved development and major modifications that require additional public review.

(2) Minor Modifications

(b) Minor Modifications are changes that do not substantially alter the character, intensity, land use composition, community benefit commitments, circulation system, or overall development concept of the approved PUD or SPUD.

(c) Minor Modifications may be approved administratively by the Community Development Director.

(d) Example of Minor Modifications include:

i. Pivoting of buildings or structures or relocation of parking areas and or internal drives that do not substantially alter the approved site design.
ii. Modifications to landscaping, screening, fencing, lighting, or streetscape elements.
iii. Changes to building architecture, exterior materials, colors, or design features.
iv. Changes to utility locations or infrastructure design.
v. Reconfiguration of parking layouts that does not reduce approved parking below required minimums.
vi. Modifications to open space design that do not reduce the total approved open space area.
vii. Changes necessary to comply with engineering requirements, utility provider requirements, state regulations, or federal regulations.
viii. Any other modification determined by the Community Development Director to be substantially consistent with the approved Development Plan.

(3) Major Modifications

(a) Major Modifications are changes that substantially alter the approved development concept, intensity, land use composition, public benefit commitments, or impacts of the development.

(b) Major Modifications shall require review and approval by the Planning Commission and City Council following the same procedures required for the original approval. Any modification not contained in the following will be a minor modification.

(i) Addition of a land use not specifically authorized in the approved Development Plan.

(ii) Elimination or substantial modification of an approved community benefit or incentive feature.

(iii) Increase in residential density exceeding ten percent (10%) above the approved density.

(iv) Increase in nonresidential floor area exceeding ten percent (10%) above the approved floor area.

(v) Increase in building height exceeding ten percent (10%) above the approved maximum height.

(vi) Reduction of required open space.

(vii) Modification of approved access points to streets that substantially alters traffic circulation.

(viii) Expansion of the boundaries of the approved PUD or SPUD.

(ix) Adjustment of lot lines, tracts, easements, or common areas

(x) Adjustments to setbacks, lot dimensions, lot coverage, or parking ratios

(xi) Elimination of approved housing types or mixed-use components.

(xii) Any modification that significantly increases traffic generation, utility demand, stormwater impacts, or other public service impacts.

(xiii) Any modification determined by the Community Development Director, Planning Commission, or City Council to substantially alter the character or intent of the approved Development Plan.

(4) Community Benefit Commitments

(a) Community benefits and incentive points approved as part of a PUD or SPUD shall be considered vested conditions of approval.

(b) Approved community benefits shall not be removed, reduced, or materially altered unless approved through a Major Modification process. Where a proposed amendment reduces or eliminates an approved community benefit, replacement benefits providing equivalent or greater point values may be approved by the City Council.

(5) Findings

(a) Prior to approving Major Modification, the Planning Commission and City Council shall find that the proposed amendment:
(1) Remains consistent with the purpose and intent of the approved PUD or SPUD;
(2) Continues to provide adequate public benefits proportional to the requested flexibility;
(3) Remains compatible with surrounding land uses;
(4) Does not create adverse impacts on public facilities or services; and
(5) Continues to advance the goals of the Comprehensive Plan and this Chapter.

(N) INCENTIVE-BASED FLEXIBILITY

(1) Development flexibility authorized through the Community Benefit Point System shall be directly tied to the approved point total achieved by the development.

(2) No incentive shall be granted unless the corresponding community benefit points are provided and maintained.

(3) The City Council may authorize one or more of the following development incentives based upon approved point totals:

(a) Incentives available if additional points are calculated
(i) SPUD: 22 Points
(ii) PUD: 38 Points

(b) Eligible Incentives:

(i) Building height increase of up to ten (10) feet.
(ii) Parking reduction of up to twenty percent (20%).
(iii) Lot coverage increase of up to (20%).
(iv) Density increase of up to twenty percent (20%).
(v) Lot width reduction of up to twenty percent (20%).

SECTION 2. All ordinances in conflict herewith are hereby repealed.

SECTION 3. If any part, article, section, or subsection of this ordinance shall be held invalid or unconstitutional for any reason, such holding shall not be construed to impair or invalidate the remainder of said ordinance, notwithstanding such holding.

SECTION 4. It being immediately necessary for the preservation of the public peace, health, safety, and welfare of the City of Bethany and the inhabitants thereof that this ordinance be put into full force and effect, an emergency is hereby declared to exist by reason whereof this ordinance shall be in full force and effect from and its passage and approval.

END

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

ATTEST: CHAIRPERSON OF THE CITY COUNCIL

_____ _____

CITY CLERK

Approved as to form and legality on _____, 202____.

CITY ATTORNEY

_____

§ 158.024 OVERLAY DISTRICTS.

(A) Except as otherwise specifically provided in this chapter, all use of land, development or structures in special districts shall conform to the requirements set forth herein.

(B) Planned Unit Development Overlay District (PUD).

(1) The intent of the Planned Unit Development Overlay District (PUD) is to encourage developments with a superior built environment that permit greater flexibility and consequently more creative and imaginative design than generally is possible under conventional zoning regulations. It is hereby intended to permit, upon application and upon approval of site and use plans, the creation of Planned Unit Development Overlay Districts (PUD). Such a designation shall be determined by, and shall be designed to provide for a mix of uses, to secure safety from fire, panic, and other dangers, to promote health and the general welfare, to provide adequate light and air, to preserve features of historical significance, to facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements, and with a reasonable consideration being given, among other things, to the character of the district and its peculiar suitability for particular uses and with a view to conserving the land throughout the city. In PUD District, the regulations which are adopted are intended to accomplish the same purposes as do zoning and other applicable regulations in districts which are developed on a lot by lot rather than a unified basis.

(2) Application of Planned Unit Development Overlay District provisions. A PUD Overlay District may be proposed for the Central Business District in the city if (1) more than one land use is proposed on a single land; (2) different land uses that would not otherwise be permitted to locate within the same zoning district are proposed for development on one or more adjacent parcels under single or separate ownership; or (3) an exception or variance from the size, setback, frontage, density, uses or other standards that are required in other zoning districts permitting the same uses are being proposed as part of a development plan. No PUD District shall be considered without submission of a development plan. A site proposed for a PUD District classification shall contain a contiguous area of five acres or more, unless a smaller area is specifically approved by the Governing Body due to special and unusual circumstances. Property shall be deemed to be contiguous if all parts are under unified control, to ensure that the development plan can be executed as approved, and all parts abut or are separated by only a road, easement, or right-of-way.

(3) Effect of Planned Unit Development District approval. Approval of a PUD District shall constitute an amendment to the zoning ordinance. Designation of a property as a Planned Unit Development District (PUD) in accordance with an approved development plan shall supersede all existing and prior zoning classifications. A planned district approved by the City Council by ordinance shall be designated on the zoning map by the letter's PUD.

(4) Standards. All PUD Districts shall at a minimum satisfy the following standards and requirements:

(a) Uses permitted. The Development Plan shall specify, both for the project as a whole and/or for subareas within the project, as appropriate, those principal and accessory uses as are to be permitted. The City Council may include or exclude uses from the Development Plan or include uses with attached conditions as appropriate to achieve the intent of these provisions. In making its determinations of the uses to be permitted within the PUD District, the City Council may consider the compatibility and relationship of uses within the project, the compatibility and relationship of permitted uses adjoining or in proximity to the PUD District, the appropriateness of permitted uses for the area in general and their overall impact on the community and the consistency of the permitted uses with other adopted plans and policies.

(b) Residential. A PUD District may allow for a more flexible placement, arrangement and orientation of residential structures, with accompanying flexibility in the subdivision of land and the grouping of open space and accessory facilities such as garages and parking. A PUD District also may provide for a mixture of housing types (single family, two family, multi-family, etc.) according to a carefully drawn plan. The proposed residential development shall make maximum use of natural features, and, through proper site planning measures, it shall be compatible with the existing character and development pattern of the surrounding area. In a PUD District proposing more than 75 individual residential dwelling units, no more than 12% of such units should be two-family or multi-family units.

(c) Office. A PUD District may contain orderly, well-designed office and institutional uses compatible with the surrounding area.

(d) Commercial. A PUD District may provide for maximum attainable commercial usage of property while ensuring development consistent with the City Council's long-range plans.

(e) Conditional uses. Approval of a use requiring a "special use permit" shall be considered as an amendment to the PUD District. In considering a "special use permit," in addition to the Zoning Ordinance's applicable section on conditional uses, all rezoning considerations for a PUD District shall be applicable.

(f) Intensity of development. The Development Plan shall contain provisions to regulate the intensity of development within the PUD District. Such provisions may apply to the project as a whole or to subareas within the project as appropriate.

(g) For non-residential development, the intensity of development may be regulated;

1. By specifying an appropriate Floor Area Ratio(s) (FAR);
2. By specifying maximum square footage or gross leasable area;
3. By specifying setbacks, height and bulk restrictions; or

4. By a combination of such restrictions for the project as a whole or for components or subareas within the project. In addition, non-residential Development Plans may specify performance standards to be imposed on the project and restrictions regarding the location and nature of industrial, commercial, and other residential activities. The City Council may impose such standards and restrictions as necessary to achieve the intent of this section. In making its determination regarding the intensity of development and appropriate performance standards, the City Council may consider character and scale of similar developments, the character and scale of surrounding development and the area in general, the real or anticipated impact on public facilities and services, and consistency with other plans and policies.

5. For residential development, the Preliminary and Final Development Plans shall specify the residential density for the project as a whole or for subareas within the project as appropriate. In making its determination regarding whether the proposed residential density is appropriate, the City Council may consider (i) compatibility of residential densities with other uses within the district as well as outside the district, (ii) the impact of residential densities on public facilities and services, (iii) the consistency with the Comprehensive Plan and other adopted plans and polices, and (iv) the comparison of allowed density under the residential zoning districts.

6. Bulk, area and height requirement. The Development Plan shall specify bulk, area and height restrictions for the project as a whole and for subareas and/or components of the project as appropriate. The City Council may impose alternate or additional standards or restrictions to achieve the intent of this section. In making its determination regarding such standards or restrictions, the City Council may consider the character and scale of the proposed development as it relates to other uses and structures both within the district and outside the district, the general character and scale of similar developments within the area of the proposal, and the consistency with adopted plans and policies. The Development Plan shall contain a summary of how the proposed bulk, area and height requirements differ from those set forth within the regulations of the underlying district(s).

7. Public facilities. The Development Plan shall specify conditions, restrictions and standards relating to the timely provisions of necessary public facilities as appropriate. The City Council may impose conditions, restrictions and standards as appropriate to achieve the intent of this Section. In making its determination regarding such conditions, restrictions and standards, the City Council may consider the adequacy of existing public facilities and services, the timely provision of adequate public facilities and services and the overall cost to the community.

8. Access to public thoroughfares. The Development Plan shall specify the location and general design of ingress and egress to the project along with access restrictions as appropriate. The City Council may impose such access standards and restrictions as necessary to protect the integrity and function of the City's thoroughfare system and to otherwise achieve the intent of this section. In making its determination regarding such access standards and restrictions, the City Council may consider the classification and function of the thoroughfare system, existing and projected traffic volumes, the condition

and design of the affected thoroughfares, the effect of the proposed development on traffic flow and circulation patterns on other adopted plans and policies.

9. Off-street parking and loading requirements. Unless specifically modified by the Development Plan, the off-street parking and loading requirements contained within these regulations shall apply. Reductions in off-street parking and loading standards shall be approved only if it can be demonstrated that parking demand will be less due to density and/or occupancy characteristics of the project and/or the availability of public transportation.

10. Signs. Unless specifically modified by the Development Plan, the sign regulations contained within these regulations shall apply. Modifications to the sign regulations shall be approved only if the general intent to the sign regulations regarding size, location, illumination, structural integrity and relation to surrounding uses is satisfied.

11. Perimeter treatment. The Development Plan shall specify any special treatment of perimeter areas designed to mitigate the impact of the project upon adjoining properties and/or to achieve an appropriate transition between land uses and densities. The City Council may impose those standards and requirements for perimeter treatment it deems necessary to protect adjoining properties from adverse effects and to achieve an appropriate transition of land uses and densities.

(5) Procedure. Applications for PUD District Designation shall be processed pursuant to a three-step review process as specified in this section. The three-step procedure shall include:

(a) A suggested pre-application conference;

(b) A preliminary development plan; and

(c) A final development plan.

1. Preliminary development plan. An applicant may submit a Preliminary Development Plan, which shall contain, at a minimum, the following information:

2. A legal description of the site proposed for PUD designation, including a statement regarding present ownership and present zoning. The legal description must contain the original signature and seal of an Oklahoma registered surveyor.

3. A Master Conceptual Plan that indicates parcel, tract or lot locations and dimensions; density per gross and per net acres in the development and in each land use component, if appropriate; the intensity of land use in the development and each land use component, if appropriate; the amount of land in common area open space, recreation use or public use, if appropriate; and the treatment of project boundaries.

4. Written text which includes supporting graphics describing the overall concept of the plan; the uses included and any limitations upon uses; building types and prototypical site layouts, if appropriate; provisions for maintenance of common areas; any proposed agreements, dedications or easements; any proposed private covenants and restrictions;

and any other information required by this section or pertinent to a determination of compliance with the section.

5. A Circulation Plan that indicates roads adjoining the property; the location of access from public roads into the project; and vehicular and pedestrian circulation systems within the project. The Circulation Plan may be included as part of the Master Conceptual Plan.

6. An Improvement Plan that indicates water supply and distribution facilities as well as the source of the water supply; sewage collection and disposal including method and location of sewage discharge; methods and facilities for the management of storm water runoff; improvements to streets and roads; and any other physical improvements required to support the project.

7. A Statistical Summary that indicates the number of acres in the project; the number of acres allocated to each land use within the project; the gross and net residential density within the project and within each land use component of the project; and floor area, floor area ratios, open space ratios, and other data relating the intensity of development to the site size and location.

8. An Environmental Impact Statement indicating possible problem areas within the site as well as solutions to these problems as intended by the developer.

9. To the extent that phases are applicable, phases of development must be shown on the preliminary development plan. If the development will occur in phases, the applicant shall submit a development plan that also displays the entire development at the completion of all phases. The phased development shall have the phases clearly outlined with expected dates for beginning of construction and date of completion of construction. No building permit shall be issued for any phase of development until a final development plan for that phase is approved by the City Council.

10. The following elements are optional at the request of the Planning Commission:

A. A Sign Plan which indicates the location, size and design and other pertinent provisions relating to signs within the project.

B. A Parking Plan which shows the number of parking spaces as well as their general location and design.

C. Any other plan element or technical study that the Planning Commission or the City Council deems necessary to adequately consider and review the Preliminary Development Plan.

11. The Preliminary Development Plan shall be reviewed as a zoning amendment and shall be processed as such.

12. Final Development Plan.

13. Due to diversity in size and character of proposals considered under this section, flexibility in the form, content and approval procedures of the Final Development Plan

should be retained. Toward this end, the City Council shall specify, as part of its approval of the Preliminary Plan, the form, content and approval authority of the Final Development Plan.

14. If the City Council considers a submission of a Final Development Plan necessary for all or part of the District, it shall so specify in its approval of the Preliminary Development Plan. The City Council may retain its authority to approve the Final Development Plan or may delegate its approval authority to the Planning Commission or to a specified official(s). In the event the approval authority is delegated, the City Council shall specify the limits of discretion to be exercised by the approving authority.

15. No building permit shall be issued for all or any portion of a PUD District until the Final Development Plan has been approved.

16. Every Final Development Plan shall provide all the information required of a Preliminary Development Plan and shall further include grading, landscaping, lighting and signage plans.

17. Failure to commence construction after approval a PUD District

18. If substantial construction has not commenced within three years after the date of City Council approval for a PUD development, the Community Development Director shall review the development plan to determine whether the development plan should be voided or remain in effect.

19. If the Community Development Director shall determine that the development plan or any phase thereof is no longer viable, he/she shall present the matter to the Planning Commission for recommendation to the City Council. Simultaneously therewith, the Community Development Director may request the Planning Commission to review the existing zoning classification. The Community Development Director may request that the property be rezoned to that district which immediately preceded the approval of the planned district.

20. The Planning Commission shall hold a public hearing on the issue of voiding the development plan or any phase thereof and on the issue of rezoning the property, if so requested by the Director of Community Development. The recommendation of the Planning Commission shall be referred to the City Council.

21. After a public hearing, the City Council shall have the final determination as to whether the development plan or any phase thereof shall be voided or remain in effect, as well as to whether the property should be rezoned.

22. If the Community Development Director shall determine that the development plan or any phase thereof is viable or necessary to carry out the requirements of this chapter, the Community Development Director shall declare that the development plan or any phase thereof shall remain in effect; provided, however, that the Community Development Director shall report monthly to the Planning Commission detailing the plans to remain in effect.

23. Nothing stated within this section shall be deemed to prohibit an application for an amendment to or a subsequent application for a planned district.

24. Subdivision Plats and Site Plans Required. At the option of the applicant, the preliminary development plan may also serve as the preliminary plat. If the option is exercised, the plan shall include information required of preliminary plats. However, PUD Districts are to be reviewed on their individual merits upon specific application of a developer. Any conflicts with the other provisions of this Zoning and Subdivision Ordinances of the city may be waived by the City Council to carry out the intent of a plan.

(Ord. 1974, passed 8-6-19)

NOTICE OF PUBLIC HEARING

On November 10th, 2026, at 6:30 p.m. the Bethany Planning and Zoning Commission will during its regular session hold a public hearing at Bethany City Hall, 6700 N.W. 36th St., Bethany, OK 73008 for the following: Consideration of action on current PUD moratorium.

Following the public hearing the Bethany Planning & Zoning Commission will vote on the request and forward a recommendation to the Bethany City Council, which in turn will hear this case on December 1st, 2026 at 6:30 p.m. At that meeting a second public hearing will be held and following the hearing the Council will vote to approve or deny the request.

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: 11/17/2026
Item: 9

CITY OF BETHANY

From: Brett Crecelius, Community Development Director
Date: November 17, 2026
Subject: Discussion and possible action on enacting an ordinance to create a Planned Industrial District (PID) Overlay District.

BACKGROUND:

Consideration of this corridor began in mid-2025 during discussions related to the Comprehensive Plan. The Bethany Comprehensive Plan 2030 identifies North Rockwell, from NW 50th Street to approximately NW 60th Street, as Industrial Mixed Use. The Planning & Zoning Commission voted to explore this discussion and gather public feedback on the potential rezoning to align with the Comprehensive Plan. After several discussion planning and zoning forwarded a recommendation to City Council on June 4th to approve and develop an overlay district along N Rockwell between NW 50th and NW 63rd St. Consequently, the item was brought back to the Planning and Zoning Commission on August 20. Following several discussions and refinements to the overlay district boundaries and permitted use table, the proposed ordinance has now been drafted in its final form. The only changes since the last Planning and Zoning meeting are the additions related to Section (e) Lighting, based on recommendations by Chair Peck.

The Planning and Zoning Commission did recommend approval. The votes are as follows: AYE- Justin Peck, James Clemmer, Sam Thurman, Anthony Garcia, Ron Crouch, Arvel Williams. NAY- Jennifer Edmonson, Steve Marx, Robert Helton. ABSTAIN- None. The motion carried 6-3-0.

RECOMMENDATION

1. As develops during the meeting.



ADDITIONAL COMMENTS

MINUTES
CITY OF BETHANY
PLANNING AND ZONING COMMISSION
NOVEMBER 10, 2026

MEMBERS PRESENT:	Justin Peck, Chair James Clemmer, Vice-Chair Sam Thurman Robert Helton Steve Marx Ron Crouch Jennifer Edmonson Anthony Garcia Arvel Williams
MEMBERS ABSENT:	None
STAFF PRESENT:	Ray Jones, City Attorney Brett Crecelius, Comm. Dev. Director Raquelynne Diaz, Comm. Dev. Specialist Linda Hlinicky, Adm. Assistant

Justin Peck, Chair called the meeting to order and gave the invocation. Motion was made by James Clemmer, seconded by Arvel Williams to approve the October 13, 2026 Planning and Zoning Commission minutes as emailed. The votes are as follows: AYE- Justin Peck, James Clemmer, Robert Helton, Steve Marx, Jennifer Edmonson, Anthony Garcia, Arvel Williams. NAY- None. ABSTAIN- Ron Crouch, Sam Thurman.

ITEM 1: **PC 26-10**
Consider a request by Maria Sanchez, Applicant and Property Owner, to rezone the property located in proximity of NW 38th and N Hammond from C-G, Commercial General to I-L, Industrial Light

LEGAL DESCRIPTION: WEST PARK ADDITION Block 002 Lot 007

ACTION: Motion was made by James Clemmer, seconded by Steve Marx to approve the rezoning of property located in proximity of NW 38th and N. Hammond from C-G, Commercial General to I-L, Industrial Light. The votes are as follows: AYE- Justin Peck, James Clemmer, Steve Marx, Ron Crouch. NAY- Robert Helton, Anthony Garcia, Arvel Williams, Jennifer Edmonson, Sam Thurman. ABSTAIN- None. The motion carried 4-5-0.

ITEM 2: **PC 26-21**
Consider a request by Kim Luong, Applicant and Property Owner to rezone the property located at 3501 N. Rockwell from C-O, Commercial Office to R-1, Residential One Family

LEGAL DESCRIPTION: WEST AVE ADDITION Block 000 Lot 002

ACTION: Motion was made by James Clemmer, seconded by Sam Thurman to approve rezoning 3501 N. Rockwell Ave. from C-O, Commercial Office to R-1, Residential One Family. The votes are as follows: AYE- Justin Peck, James Clemmer, Sam Thurman, Steve Marx, Ron Crouch, Jennifer Edmonson, Anthony Garcia, Arvel Williams. NAY- Robert Helton. ABSTAIN- None. The motion carried 8-1-0.

ITEM 3: PC 26-19
Discussion and possible action on Planned Industrial District (PID) Overlay**.**

ACTION: Motion was made by Robert Helton, seconded by James Clemmer to make the email received from Mr. Allred and part of record in the minutes. The votes are as follows: AYE-Justin Peck, James Clemmer, Sam Thurman, Robert Helton, Steve Marx, Ron Crouch, Jennifer Edmonson, Anthony Garcia, Arvel Williams. NAY- None. ABSTAIN- None. The motion carried unanimously
9 – 0.

Motion was made by Robert Helton to reject the PID and re-do the comprehensive plan north of NW 50th Street. Motion died for lack of a second.

Motion was made by Arvel Williams, seconded by James Clemmer to approve the Planned District (PID) Overlay. The votes are as follows: AYE- Justin Peck, James Clemmer, Sam Thurman, Anthony Garcia, Ron Crouch, Arvel Williams. NAY- Jennifer Edmonson, Steve Marx, Robert Helton. ABSTAIN- None. The motion carried 6-3-0.

ITEM 4: PC 26-15
Discussion and possible action on PUD moratorium.

ACTION: Motion was made by James Clemmer, seconded by Anthony Garcia to approve the PUD moratorium with change on page 28, Paragraph 2(b) line 5 from "reference as referenced" to "reference as referred". The votes are as follows: AYE- Justin Peck, James Clemmer, Sam Thurman, Steve Marx, Ron Crouch, Anthony Garcia, Arvel Williams. NAY- Jennifer Edmonson, Robert Helton. ABSTAIN- None. The motion carried 7-2-0.

ITEM 5: PC 26-18
Discussion and possible action on Dumpster Sighting Ordinance.

ACTION: Motion was made by Ron Crouch, seconded by James Clemmer to approve the Dumpster Sighting Ordinance. The votes are as follows: AYE- Justin Peck, James Clemmer, Sam Thurman, Robert Helton, Steve Marx, Ron Crouch, Jennifer Edmonson, Arvel Williams. NAY- Anthony Garcia. ABSTAIN- None. The motion carried 8-1-0.

Motion was made by Robert Helton, seconded by Anthony Garcia to adjourn. The motion carried unanimously 9 – 0.

jim Allred

Outlook

From: jim Allred

Sent: Tuesday, November 10, 2026 2:57 PM

To: Amanda Sandoval; Ken Smart; Burt Falkner; Chris Powell; Peter Plank; klarsenbethany@cox.net; Chandra Ford; Brian Magirowsky; Aja Triana

Cc: Brett Crecelius; Lesa LaMar; Elizabeth Gray; Ray Jones

Subject: *External Source*Fwd: Written Objection to the Planned Industrial Overlay District (PC 26-19) — 6119/6121 NW 50th Street

Mayor Sandoval, Members of the City Council, and Mr. Crecelius,

A correction to my letter sent earlier today regarding the Planned Industrial Overlay District, Case No. PC 26-19, which is included below. I misread the meeting notice. Tonight's meeting, Tuesday, November 10, 2026 at 6:30 p.m., is the Planning and Zoning Commission, not the City Council. I apologize for the confusion.

The rest of my letter stands, and I sent it to each of you on purpose. Whatever the Planning and Zoning Commission recommends tonight, the Council is the body responsible for the City's actions, and I want every member of the Council to be aware of how the City has handled my property and my case. I ask that the Council keep my letter on file and enter it into the record when PC 26-19 comes before the Council.

Mr. Crecelius, I ask that you provide my letter below to the Planning and Zoning Commission and enter it into the record for PC 26-19 at tonight's meeting.

As stated in my letter, I am unable to attend tonight due to a COVID exposure, and I am willing to participate by phone or video if permitted. I again ask to receive mailed notice at 6121 NW 50th Street, Oklahoma City, Oklahoma 73122 whenever PC 26-19 is set for a hearing or a vote by either body.

Please confirm by reply that my letter has been received and entered.

Respectfully,

Jim Allred
6121 NW 50th Street
Oklahoma City, Oklahoma 73122
405-355-9228
jimdallred@gmail.com

---------- Forwarded message ----------
From: **jim Allred** <jimdallred@gmail.com>

Date: Tue, Nov 10, 2026 at 8:49 PM
Subject: Written Objection to the Planned Industrial Overlay District (PC 26-19) — 6119/6121 NW 50th Street
To: <amanda.sandoval@bethanyok.org>, <ken.smart@bethanyok.org>, <burt.falkner@bethanyok.org>, <chris.powell@bethanyok.org>, <peter.plank@bethanyok.org>, <klarsenbethany@cox.net>, <chandra.ford@bethanyok.org>, <brian.magirowsky@bethanyok.org>, <aja.triana@bethanyok.org>

Mayor Sandoval and Members of the City Council,

I own the property at 6119 and 6121 NW 50th Street, which lies inside the boundary of the proposed Planned Industrial Overlay District, Case No. PC 26-19, covering the Rockwell corridor between NW 50th and NW 63rd. I strenuously object to the Council adopting that ordinance, and I ask that this letter be made part of the public record for that item.

I will not be able to attend tonight's meeting in person. I have just learned that I was exposed to COVID, and it would not be responsible for me to risk exposing others. I am willing to participate by phone or video if the Council will allow it, and I ask that this letter be read into or entered into the record in my absence.

Please note for the record: I have received no notice by mail of tonight's hearing on this item. In my September 28, 2026 letter to Community Development Director Brett Crecelius, copied to the City Attorney, the City Manager, and the City Clerk, I gave the City my correct mailing address, 6121 NW 50th Street, Oklahoma City, Oklahoma 73122, and asked in writing to be added to the notification list for Case No. PC 26-19 and to be notified of the date the ordinance is set for adoption so that I could appear and be heard. I was not notified. I have also never received a response to that letter, which asked for one by October 6.

Title 11 O.S. § 43-106(A) requires that notice of a hearing on a proposed zoning change be mailed to all owners of real property in the affected area at least twenty days before the hearing. I understand the City Attorney advised the Council on June 16, 2026 that this ordinance is not a zoning change. An ordinance that draws a boundary around my property and sets new industrial use limitations within it affects my property all the same, and I object to the Council acting on it without mailed notice to the owners inside that boundary.

I believe this ordinance, and the enforcement leading up to it, are an abuse of City power that puts the City's development plans ahead of the people who own property and run businesses there. My case shows how.

1. The City's own plans came first. The 2016 Comprehensive Plan 2030 designates the area around my property, beside Harry B. Macrory Park, for future "Rockwell Avenue Industrial Mixed Use" and directs staff to "ensure hard code enforcement" on commercial properties. County records indicate my property and the Geiss property next door are the only parcels adjoining that pocket the City does not already own. Both are now subject to abatement.

2. Enforcement against my property has tracked the overlay, day for day. On June 16, 2026, code enforcement photographed my property and issued my Notice of Abatement Hearing; that evening, the Council took up the overlay. On September 3, 2026, code enforcement returned to my property unannounced; that evening, the Planning Commission voted to expand the overlay map to cover my

property. On neither date was I told the meeting was taking place.

3. The same City official has been on every side of this, and never told me my property was in the overlay. The City Attorney wrote the City's August 25, 2025 letter on the zoning of my property. In 2026 he received my request for a voluntary stay and my cease and desist letter, took over my open records request, and answered my ADA accommodation request. During those same months, he advised this Council on June 16 that the overlay was not a zoning change, and was present as staff on September 3 when the Planning Commission voted to extend the overlay over my property. In all of his correspondence with me about my property, he never told me that my property was inside the overlay or when it would next be heard.

4. The City did not give me proper notice of my own abatement hearing. The City mailed that notice to 6119 NW 50th, where I do not receive mail. The City's own file shows the certified mail came back and was entered as "Returned Certified Mail" on June 22, 2026. The hearing went forward on July 1 anyway, even though the City had reached me at 6121 NW 50th in March 2026 and its City Attorney had used that address in August 2025.

5. The City did not do its job before I bought the property. The City has no certificate of occupancy on record for my property, ever, which it confirmed to me in writing in April 2023. From what I understand, before 2023 the City was not conducting fire and safety inspections or issuing certificates of occupancy for commercial properties. Had it been doing so, the property would have been brought up to code or closed years ago, and I would never have bought it in the condition it was in.

6. I have done everything the City asked, and it still will not let me open. I have tried to work with the City at every step, only to face moving targets and silence. To get even a temporary certificate, I tore out the front building, its gas and electric service, and several greenhouses. Then I was told everything stored around them also had to go. On April 19, 2024, the City told me in writing it "cannot issue a business license at this time," with no reason given. I filed a complete license and certificate of occupancy application on November 7, 2025, and again on March 3, 2026. The City has never approved it, denied it, or asked for anything more, while citing me for not having a license. In four years, my business has been open no more than about six weeks.

7. The City enforced against me and not my neighbor. I was ticketed four times, totaling more than $2,000, for lacking sewer service, because the City would not give me residential service while my business was not open. At the same time, for about four years I told the City, including the City Manager and the municipal judge, that the house next door at 6139 NW 50th had no running water, was not connected to the City sewer, and was not safe for anyone to live in. To my knowledge, that property received no tickets for those conditions.

8. The City let me clean up what it would not. Each time I complained about the neglected property next door, which had been left to deteriorate for many years before I arrived, the City told me it did not have the budget to clean it up. So I did it myself, with my own money, labor, and equipment. Yet the City budgets $20,000 a year for abatement costs, and as of June 2026 more than $10,000 of it was unspent. Now, after I did the work, the City posted a condemnation and notice of violation on that property on November 9, 2026, and any work the City does there will become a lien on it.

9. The City has kept me from seeing the records of what it was doing. My June 27, 2026 open records request asked for the records of my abatement case, the City's internal communications about my

property, its enforcement procedures, and the zoning history of my property. The City Attorney told me the request was an undue burden. Because I was getting nothing, I offered on August 25 to start with the pre-purchase records I needed most at that moment, and on August 26 the City Attorney told me to limit even that to the year 2022. I did this only to get something produced. I never gave up the rest, and on September 22 I confirmed in writing that my full June 27 request remained in effect and was not withdrawn. Months later, the City has produced only 58 pages, all from before I bought the property. It has produced nothing showing how my 2026 enforcement was handled, or how that enforcement related to the overlay proceedings taking place at the same time.

10. The City has not followed its own procedures. When I asked in writing for an ADA accommodation and advance notice while I was hospitalized, code enforcement came onto my property without notice the next day. In more than two years of written requests, complaints, and applications, the City has answered only a few.

The City's actions have denied me the ability to run my business and earn a living from a property I invested my life savings in. I have lost hundreds of thousands of dollars, and I am now facing foreclosure, with no business income to recover from it. The City has lost too: every season my business could not open is a season of sales tax revenue that was never generated for Bethany. I believe my property is being pushed toward a use the City wants rather than the one I bought it for.

I ask the Council to:
- Vote no on, or table, the Planned Industrial Overlay District (PC 26-19) until every owner within its boundary has received mailed written notice and a chance to be heard.
- Pause code enforcement and abatement on properties within the overlay boundary while the ordinance is under consideration.
- Direct staff to give me a written decision on my business license application, respond to my September 28 letter, and produce the rest of my records, including the 2026 enforcement records.

I have documents supporting each statement in this letter and will provide them on request.

Respectfully,

Jim Allred
6121 NW 50th Street
Oklahoma City, Oklahoma 73122
(Property: 6119/6121 NW 50th Street, Bethany)
405-355-9228
jimdallred@gmail.com

Planning & Zoning Staff Report

November 10, 2026

CASE NO: PC 26-19

***Request*:** Discussion and possible action on Planned Industrial District (PID) Overlay.

***Background*:** Consideration of this corridor began in mid-2025 during discussions related to the Comprehensive Plan. The Bethany Comprehensive Plan 2030 identifies North Rockwell, from NW 50th Street to approximately NW 60th Street, as Industrial Mixed Use. The Planning & Zoning Commission voted to explore this discussion and gather public feedback on the potential rezoning to align with the Comprehensive Plan. After several discussion planning and zoning forwarded a recommendation to City Council on June 4th to approve and develop an overlay district along N Rockwell between NW 50th and NW 63rd St.

Consequently, the item was brought back to the Planning and Zoning Commission on August 20. Following several discussions and refinements to the overlay district boundaries and permitted use table, the proposed ordinance has now been drafted in its final form. The only changes since the last Planning and Zoning meeting are the additions related to Section (e) Lighting, based on recommendations by Chair Peck.

***Analysis*:**

The current PID draft outlines the purpose and intent of the overlay district, which is to encourage quality industrial light and commercial development along the North Rockwell corridor while maintaining appropriate protections for surrounding residential neighborhoods. The PID is intended to promote investment, job creation, and improved connectivity through flexible development standards.

The overlay district may only be applied to properties located along North Rockwell between Northwest 50th Street and Northwest 63rd Street. Any PID shall not extend east of Mueller and shall consist of one contiguous lot spanning the width between Rockwell and Mueller. If a property does not span this width, the PID shall not exceed 650 feet in depth. In addition, all PID properties shall have frontage along Rockwell.

The draft also establishes development standards for lot dimensions, setbacks, parking, landscaping, screening, lighting, and connectivity to ensure quality development and compatibility with adjacent residential areas. Public notifications went out for this item.

***Required Action*:** Hold a public hearing to provide a recommendation to either approve or deny the PID. This recommendation will be heard by Bethany City Council

***Attachments*:**

- PID Draft & Map
- Additional documents

ORDINANCE NO. **2102**

ORDINANCE AMENDING TITLE XV: LAND USEAGE, CHAPTER 158: ZONING DISTRICT REGULATIONS AND ADDING A NEW SECTION REGARDING PLANNED INDUSTRIAL OVERLAY DISTRICT; STATING THE MASTER PID TEXT, STANDARDS, AND DEVELOPMENT REGULATIONS; PROVIDING FOR PERMITTED USES AND DESIGN GUIDELINES APPLICABLE THROUGHOUT THE DISTRICT; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY, AND DECLARING AN EMERGENCY.

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

SECTION 1

SECTION 158.024.1 PLANNED INDUSTRIAL OVERLAY DISTRICT is added as follows:

(A) PURPOSE AND INTENT:

(1) The purpose of the Planned Industrial Overlay District (PID) regulations is to encourage high-quality light industrial and commercial uses along the North Rockwell corridor between NW 50th Street and NW 63rd Street. This overlay district is intended to provide design flexibility while maintaining restrictions and protections for surrounding neighborhoods. These regulations are intended to:

(a) Encourage light industrial and commercial redevelopment and infill development
(b) Provide regulations and protections for surrounding residential neighborhoods
(c) Encourage investment that expands the city's tax base
(d) Improve transportation and pedestrian connectivity
(e) Provide opportunities for private investment to create jobs within the city and support employment

(2) The Planned Industrial Overlay District shall function as an overlay district. The underlying zoning classification shall remain in effect except where specifically modified through an approved Industrial Development Plan (IDP). No IDP shall be approved unless it meets the requirements and district specifications set forth in this chapter. The provisions of Section 158.024.1 control over Section 158.024.

(B) APPLICABLE AREA

(a) The Planned Industrial Overlay District shall only be allowed within the city along North Rockwell Avenue between Northwest 50th Street and Northwest 63rd Street. Any PID shall not extend east of North Mueller Avenue and shall have one contiguous lot spanning the width from North Rockwell Avenue to North Mueller Avenue. If one

contiguous lot does not extend to North Mueller Avenue, a PID shall not exceed 650 feet in depth.

(b) Planned Industrial Districts shall have frontage that abuts North Rockwell Avenue.

(C) GENERAL STANDARDS

All PID developments shall comply with the following:

(a) The underlying zoning district shall remain in effect.
(b) All uses shall be specifically identified within the application documents and shall adhere to the specific uses identified in this chapter.
(c) Setbacks, lot dimensions, building height, parking requirements, and other development standards shall adhere to the standards stated in this chapter.

(D) DEVELOPTMENT STANDARDS

(a) Lot Dimensions and Setbacks

(i) No PID shall have a frontage width of less than 100 feet.
(ii) Front yard setbacks shall not be less than 20 feet.
(iii) Interior lots that do not abut residential zones shall have no side yard setback.
(iv) Side yard setbacks that abut residential zones shall not be less than 20 feet.
(v) Rear yard setbacks that do not abut residential zones shall not be less than 10 feet.
(vi) Rear yard setbacks that abut residential zones shall not be less than 20 feet, with an additional 5 feet required for any building over 20 feet in height.
(vii) No building shall exceed 35 feet in height.

(b) Parking Minimums

(i) Parking and loading requirements for Planned Industrial Overlays shall adhere to those set forth in Chapter 158.035.

(c) Landscaping

(i) Landscaping requirements for Planned Industrial Overlays shall adhere to Chapter 155.10.
(ii) A minimum of two trees shall be planted along the sidewalk to provide shade covering. Trees must be approved trees included in Chapter 155.10.

(d) Screening

(i) PIDs that abut a residential district along any side yard or rear yard lot line shall provide an 8-foot-tall fence with 100% opacity along any lot line that abuts a residential district.

(e) Lighting

(i) PIDs that abut a residential neighborhood on any side or rear yard property line shall direct any parking or security lighting away from the residential district. If security or safety lighting is required on the side of a building that faces a residential district, such lighting shall be shielded so that the bulb or lens does not emit light above the horizontal plane of the fixture.

(ii) Parking lot lighting shall be restricted to warm light rated at 4000K or lower.

(iii) Exterior lighting shall be designed, installed, and maintained so that illumination measured at any residential property line shall not exceed one-half (0.5) foot-candle.

(iv) Non-essential security and parking lot lighting shall be dimmed to a maximum of 50% output between the hours of 10:00 p.m. and 6:00 a.m.

(v) Security lighting may remain illuminated during non-business hours, provided such lighting complies with all requirements of this Section.

(vi) Any light pole located within one hundred (100) feet of a residentially zoned property shall not exceed twenty (20) feet in height, as measured from grade to the top of the fixture.

(f) Connectivity

(i) The developer is responsible for installing a minimum 5-foot-wide sidewalk along the Rockwell frontage if no sidewalk currently exists. If a sidewalk exists along one or both sides of the frontage, the developer shall meet the current standards for the existing sidewalk and extend the sidewalk across the frontage, maintaining the existing width throughout.

(E) PERMITTED USES

(a) See Appendix A – Permitted Use Table.

APPENDIX A: PERMITTED USE TABLE (PID Draft)

Accessory Building (over 240 sq.)	
Adult Business	
Adult day care center	

Agriculture	
Airport or landing field	
Alcoholic beverage establishments	X
Amusement, commercial indoor	X
Amusement, commercial outdoor	X
Art gallery	X
Auto storage or auto auction	
Automobile repair garage	X
Bed and Breakfast Inn	
Brewery (Craft brew)	X
Brewery (large scale)	X
Building and landscaping material sales yard	X
Bus station or terminal	
Caretaker or employee housing	
Catering establishment	X
Charitable or Philanthropic Institutions	
Church	
College or university	
Community center	
Country club, private	
Crematory	
Day camp for children	
Day-care center	
Dispensary store	
Dormitory	
Dwelling, multi-family	
Dwelling, single-family residential	
Dwelling, two-family	
Equestrian Educational Facility	
Equipment storage/rental yard	X
Family day-care homes	
Financial Institutions	
Fraternity or sorority lodge or assembly hall	
Freighting yard/terminal	
Funeral Home and Mortuary	
Gasoline service stations	X

Golf course, commercial	
Greenhouse and plant nursery	X
Grocery store or supermarket	
Group House	
Halfway House	
Hazardous Waste Collection, Processing, or Disposal	
Home occupations	
Hospital	
Hotel or motel	
Inmate pre-release center	
Inmate transitional living centers	
Inmate Work Center	
Impatient Treatment	
Itinerant vendor	
Jail and Correctional Facility	
Kennel	
Laboratory, scientific or research	
Library	
Manufacturing, heavy	
Manufacturing, light	X
Massage Clinic	
Media broadcast	X
Medical or dental facility	X
Mobile and Manufactured Home	
Mobile and Manufactured Home Park	
Museum	
Night club/dance hall	
Nursing care facility, convalescent, or rest home	
Open display, commercial	X
Pest Control Services	X
Petroleum products, Oil field equipment, storage yard and wholesale	X
Pharmacy	
Professional offices	
Public park and playground	
Public Safety Facilities	
Public Utility Station	X

Publisher	
Recreational vehicle or vehicle storage	X
Recreational Vehicle Park	
Recycling Collection Facility	X
Restaurant Eating Establishment (Not drive-in type)	X
Restaurant or Eating Establishment (Drive- in)	X
Retail, general	X
Retail, specialty	X
Sale barn	
Salvage yards	
School, Business	
School, Commercial Trade	X
School, Private, Elementary, or Secondary	
School, Public or Denominational	
Self-service laundry or dry-cleaning establishment	
Shelter	
Shooting range, indoor	X
Swap meet, flea market, and other similar uses	
Swim or tennis club	
Swimming pool, commercial	
Tattoo and/or Body Piercing Shop	X
Telecommunication Facilities	X
Temporary Employment Services, Day Labor Business	
Theater, drive-in	
Transitional Living Facility	
Treatment Facility	
Unlighted private tennis courts	
Vehicle Storage	X
Veterinary hospital	X
Warehouse	X
Warehouse, mini	X
Wastewater treatment plant	
Wholesale or warehouse enterprise	X
Zoo	

SECTION 2. All ordinances in conflict herewith are hereby repealed.

SECTION 3. If any part, article, section, or subsection of this ordinance shall be held invalid or unconstitutional for any reason, such holding shall not be construed to impair or invalidate the remainder of said ordinance, notwithstanding such holding.

SECTION 4. It being immediately necessary for the preservation of the public peace, health, safety, and welfare of the City of Bethany and the inhabitants thereof that this ordinance be put into full force and effect, an emergency is hereby declared to exist by reason whereof this ordinance shall be in full force and effect from and its passage and approval.

END

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

ATTEST: CHAIRPERSON OF THE CITY COUNCIL

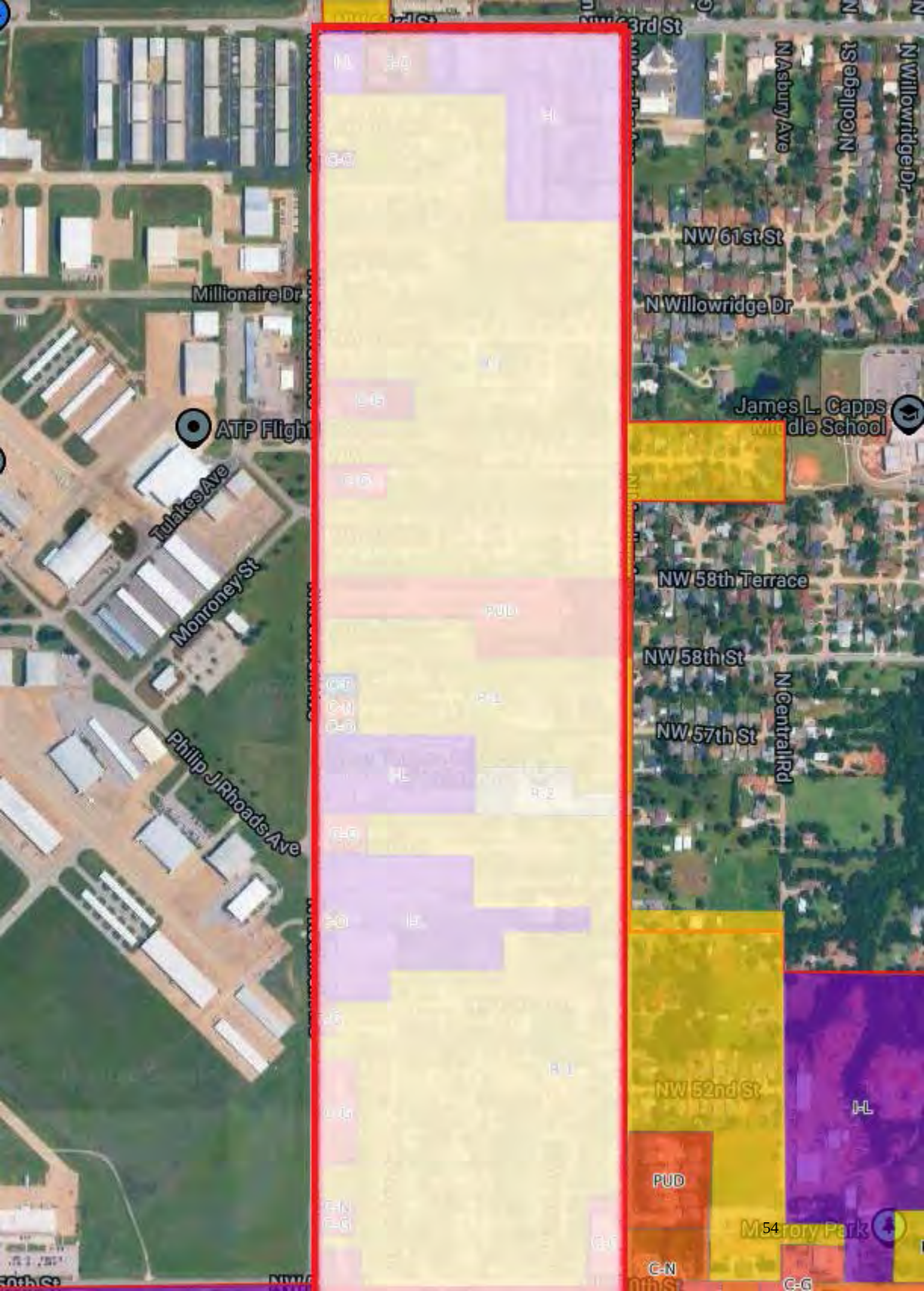
_____ _____

CITY CLERK

Approved as to form and legality on _____, 202____.

CITY ATTORNEY

_____


3rd St
N Asbury Ave
N College St
N Willowridge Dr
NW 61st St
N Willowridge Dr
Millionaire Dr
ATP Flight
James L. Capps Middle School
Tulakes Ave
Monroney St
NW 58th Terrace
NW 58th St
N Central Rd
NW 57th St
Philip J Rhoads Ave
NW 52nd St
PUD
C-N
C-G

Foot-Candles in Really Simple Terms

A quick way to understand what the measurement means and where the Bethany limit applies.

A foot-candle (fc) is simply a measurement of how much light reaches a surface.

Think of it like measuring rainfall:

Lumens	How much light the fixture produces
Foot-candles	How much of that light actually lands at a particular spot

Simple comparison

An easy mental picture is:

1 foot-candle is approximately the illumination from one candle measured one foot away.

0.5 fc is roughly half that illumination level.

What the Bethany ordinance means

Residential property line limit	0.5 foot-candle or less

The important point: the entire parking lot does not have to be 0.5 fc. The parking lot can be considerably brighter.

The limit applies specifically where the light is measured at the residential property line. At that line, illumination from the exterior lighting must be 0.5 fc or less.

In plain English: Keep the useful light on the site and prevent excess light from spilling onto neighboring residential property.

Bethany Exterior Lighting Ordinance

Plain-Language Guide for Light Industrial Properties Near Residential Areas

WHO IT APPLIES TO New development, redevelopment, or replaced outdoor fixtures on Light Industrial property adjoining, or within 100 ft of, residential zoning.

SAFETY + NEIGHBORS

1. Purpose

Allow useful safety and security lighting while protecting nearby homes from excessive brightness, glare, and spill light.

[HOOD]
↓↓↓

2. Full-Cutoff / Fully Shielded

The lamp or LED source is hidden from normal side view, and the housing blocks all light above a level line through the fixture. Think of a hood or cap that aims light only downward.

SITE → | HOME
max 0.5 fc

3. Light Trespass

Light that crosses the property line onto a neighbor's yard or home. At any residential property line, the measured level may not exceed 0.5 foot-candle. A lighting designer checks this with a photometric plan or light meter.

3000K ■ 4000K
WARM COOL

4. Color Temperature

The fixture may be no cooler than 4,000K. Lower Kelvin looks warmer/yellower; higher Kelvin looks cooler/bluer. Examples: 3,000K warm white, 4,000K neutral/cool white.

NO DIRECT VIEW



5. Glare

The bright LED or lamp itself should not shine directly into a home, driver's eyes, or the public right-of-way. Shielding, aiming, mounting location, and lower output can control glare.

20 ft MAX
↕

6. Pole Height

Any pole within 100 ft of residential zoning is limited to 20 ft, measured from finished grade to the top of the fixture.

AFTER HOURS: OK
RULES STILL APPLY

7. Security Lighting

Security lights may stay on after business hours, but they still must meet the shielding, trespass, color, glare, and height rules.

PLAN + CUT SHEETS
+ PHOTOMETRICS

8. Lighting Plan / Proof

The City may request fixture cut sheets, mounting heights, aiming details, and a photometric plan showing predicted foot-candle levels across the site and at property lines.

INSPECT → CORRECT

9. Noncompliance & Enforcement

Lighting installed after the ordinance takes effect that does not comply must be corrected within a reasonable period set by the City. Violations are handled under the Bethany Zoning Ordinance and City Code.

REMAINDER STAYS VALID

10. Legal Sections

Severability means one invalid provision does not cancel the rest. The ordinance becomes effective after passage, approval, and required publication.

QUICK VISUAL: ACCEPTABLE SHIELDING

GOOD: Full cutoff	NOT GOOD: Unshielded	PROPERTY LINE TEST
[HOODED FIXTURE] ↓↓↓ Light stays below horizontal.	✦ ↖ ↑ ↗ Light escapes upward and sideways.	Industrial site → | Home At the line: 0.5 fc maximum.

Practical submittal checklist: full-cutoff fixture cut sheet • CCT ≤ 4,000K • pole height ≤ 20 ft within 100 ft • photometric value ≤ 0.5 fc at residential lines

BETHANY
Oklahoma

Department of Planning and Zoning

October 22, 2026

NOTICE OF HEARING
COMMISSION

PLANNING & ZONING

AND CITY COUNCIL

Dear Property Owner

This notice is to inform property owners that the Planning & Zoning Commission will hold a public hearing regarding the discussion and possible action on Planned Industrial District (PID) Overlay.

This item was previously considered as the N. Rockwell Industrial discussion and was addressed at prior public hearings.

We would like to emphasize that the Planning and Zoning Commission does not make the final decision on whether to approve the item; it makes recommendations on zoning matters to the City Council. The final decision is made by the City Council at a second hearing.

Attached to this notice is information on the hearing dates and the location of the area. Your participation in these proceedings can affect the outcome.

If you have any questions regarding this notice, please contact the Community Development Director. Call (405) 789-6005.

A. Hearing Schedule

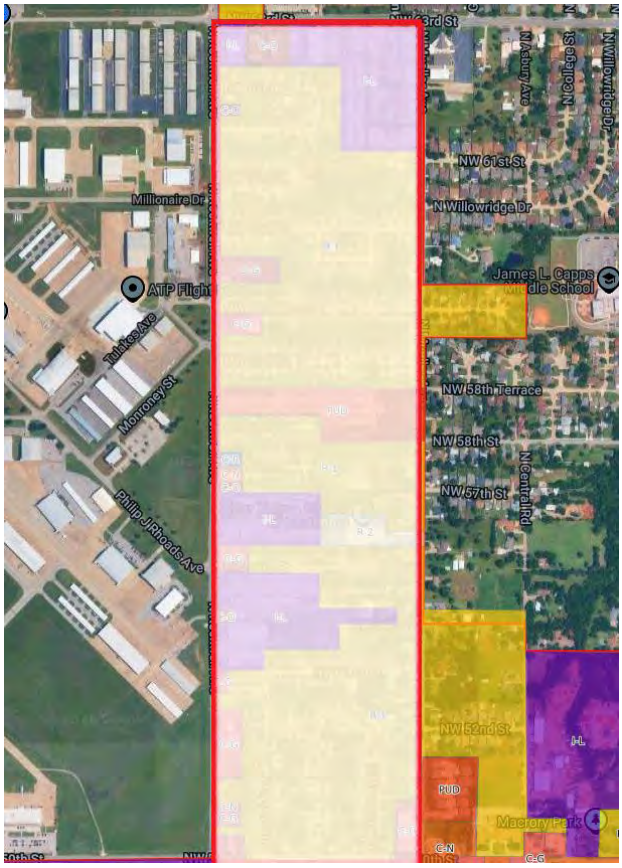
1. The Planning and Zoning Commission hearing on the item will be held on November 10, 2026, at 6:30 P.M. At this hearing, any interested citizen will have the opportunity to speak to the Commission concerning the item. The Commission will vote on whether to recommend approval or disapproval of the proposed ordinance.

2. The City Council Hearing will be held on November 17, 2026, at 6:30 P.M. At this hearing, any interested citizens will have the opportunity to speak to the City Council concerning the request. The City Council will vote either to adopt or reject the proposed ordinance.

B. Location of Hearings

Both the Planning and Zoning Commission and City Council hearings are held in the Bethany City Council Chambers in City Hall.

C. Map



NOTICE OF PUBLIC HEARING

On November 10, 2026, at 6:30 p.m. the Bethany Planning and Zoning Commission will during its regular session hold a public hearing at Bethany City Hall, 6700 N.W. 36th St., Bethany, OK 73008 for the following: Hold a discussion and possible action on Planned Industrial District (PID) Overlay.

Following the public hearing, the Bethany Planning & Zoning Commission will vote on the request and possibly forward a recommendation to the Bethany City Council, which in turn will hear this case on November 17, 2026, at 6:30 p.m. At that meeting a second public hearing will be held and following the hearing the Council will vote to approve or deny the request.

This item was previously considered as part of the N. Rockwell Industrial discussion and was the subject of prior public hearings.

The Planning and Zoning Commission does not make the final decision on whether or not to approve the item; it simply makes recommendations on development matters to the City Council. The final decision is made by the City Council in a second hearing.

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.

Location



Agenda: 11/17/2026
Item: 10

BETHANY CITY COUNCIL

From: Elizabeth A. Gray, City Manager
Date: November 17, 2026
Subject: Consideration And Possible Action Authorizing Oklahoma Municipal Assurance Group (OMAG) To Apply Our Workers' Compensation Plan Escrow Credit Balance Of $167,789.35 Toward Our Premium Renewal

BACKGROUND

The Oklahoma Municipal Assurance Group (OMAG) refunds Cities when we do not use all our loss fund. The current escrow account balance with OMAG is $167,789.35.

In the past we have always authorized OMAG to apply the escrow account back to our account to be used for next year's costs. This money can be used for Workers' Comp, Property Insurance, or General Liability & Auto. The money can also be returned to our General Fund if we request it.

RECOMMENDATION

1. Staff recommends applying the escrow amount to be used for our premium renewal.

ADDITIONAL COMMENTS



OMAG

3650 S. Boulevard • Edmond, OK 73013 • omag.org
405.657.1400 • 800.234.9461 • FAX 405.657.1401

November 3, 2026

Lesa Lamar
City of Bethany
P.O. Box 219
Bethany, OK 73008-0219

Re: Return from the 2023-2024 OMAG Workers' Compensation Plan Year

Dear Ms. Lamar:

CONGRATULATIONS! As a result of favorable workers' compensation claims activity by the **City of Bethany**, your municipality is receiving a return from the Loss Fund deposited with the Oklahoma Municipal Assurance Group (OMAG) for the 2023-2024 Workers' Compensation Plan Year. OMAG's Board of Trustees has authorized the return to the of the unused portion of its Fiscal Year 2023-2024 Loss Fund in the amount of **$145,214.00.** This amount has been transferred to your Escrow Account. Your current Escrow Account balance is **$167,789.35** and can be used at any time upon your written request accompanied by a copy of the minutes of your governing body authorizing the distribution of the Escrow Account funds. ***If you have paid your premium in full for the current 2026-2027 policy, you do not need to send the Resolution Form back in to OMAG.***

This year, **$2.45 million** is being returned to **218** OMAG Workers' Compensation Plan members. In the first **41 years** of the Plan, it has returned over **$74 million**. We hope you will share this good news with your governing body, staff, citizens and neighboring municipalities.

This return is subject to the condition that upon receipt of the amount stated above, which is a conditional distribution of the whole or part of the Member's Loss Fund paid to OMAG for the 2023-2024 Fiscal Year, the Plan member may be liable for the whole or part of said amount to OMAG for benefits payable under the Oklahoma Workers' Compensation Act, 85 O.S. § 1, *et seq.*, contingent upon notification to OMAG by CompSource Mutual Insurance Company (CompSource) that benefits are due and payable for claims against the Plan member made for the Fiscal Year. Upon notice by CompSource to OMAG as described above, the Plan member shall make payment to OMAG within sixty (60) days from receipt of written notice of the payment due OMAG. In the event the Plan member fails to make payment to OMAG, the Plan member authorizes OMAG to debit the amount due from the Plan Member's Escrow Account.

Congratulations, again! Keep up the good work.

Sincerely,

Tina Kliewer

Tina Kliewer, CISR
Workers' Compensation Program Manager

RESOLUTION NO. 1751

A RESOLUTION AUTHORIZING OMAG TO DISTRIBUTE ESCROW ACCOUNT FUNDS

WHEREAS, the City of Bethany desires to send a request to OMAG:

Return of Escrow Account Funds in the amount of $_____, or

Apply Escrow Account Funds in the amount of $_____to the Workers' Compensation / Property / GL&Auto (circle one or more of the previous policy types) Policy premium. Please indicate which plan and amount you want to apply the funds.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF BETHANY, OKLAHOMA that we approve Resolution No. 1751 and authorize the request of return.

APPROVED BY THE BOARD OF COMMISSIONERS FOR THE CITY OF BETHANY,

THIS _____ DAY OF _____, 20___

_____
Amanda Sandoval, Mayor

Attest:

_____
(Municipal Official)
City of Bethany

Agenda: 11/17/2026
Item: 12
BPWA Item: 3

BETHANY CITY COUNCIL
BETHANY PUBLIC WORKS AUTHORITY

From: Elizabeth Gray, City Manager
Date: November 17, 2026
Subject: Discussion and possible approval of Engineering Design Contract for NW 25th and Peniel and NW 50th and McMillan Lift Station Replacement Project with TEIM Design

BACKGROUND

The City of Bethany was notified by Congresswomen Stephanie Bice's office that a Community Project Funding request for sanitary sewer lift station projects at NW 25th and Peniel and NW 50th and McMillan has been approved for $1,280,000 which is 80% of the estimated total construction cost of $1,600,000. This project will replace pumps, motors, electrical systems, housing as well as rehabilitate underground structures.

Staff recommends approval of the attached contract for design and construction inspection for an amount of $240,000.00.

RECOMMENDATION

1. Approve Engineering Design Contract between the City of Bethany and TEIM Design for design of the NW 25th and Peniel and NW 50th and McMillan Lift Station Replacement Project.

ADDITIONAL COMMENTS

Funding comes from Sewer Projects line item 056-12.2-404.

CITY OF BETHANY, OKLAHOMA
ENGINEERING CONTRACT

This contract entered into between the City of Bethany, Oklahoma, hereinafter called the "City"; and TEIM Design, PLLC., 3020 NW 149th Street, Oklahoma City, Oklahoma, hereinafter called the "Engineer". This ____ day of _____ 2026 for the purpose of providing engineering services, contract documents, and construction inspection for the NW 50th and McMillan and NW 25th and Peniel Lift Station Rehabilitation project, herein referred to as the PROJECT;

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

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

SECTION 1

A. BASIC SERVICES OF ENGINEER

1. The Engineer shall perform professional services as hereinafter stated which include normal civil, surveying, and geotechnical activities as required.

2. To comply with all federal, state, and local laws, regulations, and ordinances applicable to the work.

3. That prior to beginning the work, the Engineer shall obtain and furnish current copies (certificates) to the City of:

   a) Workers' Compensation Insurance in accordance with the laws of the State of Oklahoma.

   b) Policy Limits: The insurance coverage and limits required of the Engineer under this Contract are designed to meet the minimum requirements of the City and its participating trusts.

   c) Commercial General Liability Insurance. The Engineer shall provide and maintain commercial general liability insurance coverage sufficient to meet the maximum cumulative liability of all parties to this Contract, including the City and any public trust participating in the Project, under the Governmental Tort Claims Act, 51 O.S. § 151 et seq., (GTCA) and any amendment or addition thereto, as provided herein.

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

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

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

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

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

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

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

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

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

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

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

9. Preliminary Design Phase

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

9.1 In consultation with the City and on the basis of the Scope of Services (Exhibit "A"), prepare preliminary design documents consisting of final design criteria, preliminary plans, and outline specifications.

9.2 Based on preliminary design plans, submit an opinion of probable cost for the project including construction cost, contingencies, and compensation for all professionals and consultant services.

9.3 Furnish three (3) copies of the above preliminary design plans and present and review them in person with the City.

10. Final Design Phase

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

10.1 On the basis of the accepted preliminary design plans, incorporate in the contract documents final plans, quantities, construction estimates, and specifications to show the character and scope of the work to be performed by the Contractors on the PROJECT.

10.2 Furnish to City such documents and design data as may be required and assist in the preparation of the required documents so that the City may obtain approvals of such governmental authorities as have jurisdiction over design criteria applicable to the PROJECT and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

10.3 Advise the City of any adjustments to their latest opinion of probable project cost caused by changes in design requirements or construction costs and furnish a revised opinion of probable project cost based on the drawings and specifications.

10.4 Prepare bid forms, notice to bidders, instruction to bidders, general conditions, and supplementary conditions, and assist in the preparation of other related documents.

10.5 Furnish three (3) copies of the above documents and present and review them in person with the City.

10.6 Furnish five (5) copies of the approved final design documents to the City.

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

11. Advertising and Bidding Phase

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

11.1 Assist City in obtaining bids or negotiating proposals for the construction contract. The Engineer shall supply prospective bidders with the project plans and contract documents for a fee to be retained by the Engineer to cover the costs for reproduction, etc.; the amount of the fee to be agreed upon by the Engineer and the City. The Engineer shall record the name, address, telephone number, and email address of each prospective bidder obtaining the contract documents.

11.2 Attend the Pre-Bid Conference to assist the City in answering any questions pertaining to the PROJECT which the prospective bidders may have.

11.3 Consult with and advise the City as to the acceptability of sub-contractors and other persons or organizations proposed by the Contractor(s) for those portions of the work as to which such acceptability is required by the contract documents.

11.4 Consult with and advise the City as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution is permitted by the contract documents.

11.5 Assist the City in evaluation bids or proposals and in assembling and awarding contracts.

12. Construction Phase

During the Construction Phase, the Engineer shall:

12.1 Consult with and advise the City and act as their representative. All of the City's instructions to contractor(s) will be issued through the City Manager or their designated representative.

12.2 Make monthly visits to the site to observe as an experienced and qualified design professionals, the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the contract document; they shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of work; shall not be responsible for the means, methods, techniques, sequences or

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

12.3 Review and approve shop drawings and samples, the results of tests and inspections and other data which any Contractor is required to submit, but only for conformance with the design concept of the PROJECT and compliance with the information given in the contract documents; determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the contract documents.

12.4 Conduct, when notified by City, a final inspection of the project and provide the City a written report indicating the Engineer's opinion as to the conformance of the completed work to the contract documents, quality of the work performed, performance of the Contractor(s) and a list of any deficient items.

12.5 Perform such additional services as may be set forth under this phase of the work as shown in Exhibit "A".

SECTION 2

CITY RESPONSIBILITIES

The City Shall:

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

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

2. Provide full information as to their requirements for the project.

3. Assist the Engineer by placing at their disposal all available information pertinent to the project including previous reports and any other data relative to design and construction of the PROJECT.

4. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer and render in writing decisions pertaining within a reasonable time so as not to delay the services of the Engineer.

5. Pay all permitting costs associated with the PROJECT.

6. Pay all advertising costs incident to obtaining bids or proposals from Contractor(s).

7. Return to the Engineer submitted project documents for City's review on which the Engineer has not substantially addressed previously noted provisions and comments. The Engineer's contract time will not be suspended for submission of project documents which do not contain substantial revisions.

8. Provide a testing firm and pay all costs for testing, as required for design of the PROJECT, unless specified otherwise.

9. Designate in writing a person to act as the City's representative with respect to the work to be performed under this agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define the City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Engineer's services.

10. Issue all instructions to the Engineer; act as interpreter of the requirements of the contract documents and judge of the performance thereunder by the parties thereto and shall make decisions on all claims of the Engineer relating to the execution and progress of the work and all other matters and questions related thereto.

11. In consultation with the Engineer, issue all instructions to Contactor(s); prepare routine change orders as required; require, if deemed appropriate, special inspection or testing of the work; act as interpreter of the requirements of the contract documents and judge of the performance thereunder by the parties thereto and shall make decisions on all claims of the City and Contractor(s) relating to the execution and progress of the work and all other matters and questions related thereto.

12. Have the City Manager or their designated representative, based on their on-site observations and project inspection reports, determine the amounts owing to Contractor(s).

13. Conduct an inspection to determine if the PROJECT is substantially complete and a final inspection to determine if the project has been completed in accordance with the contract documents and if each Contractor has fulfilled all obligations thereunder so that City may approve, in writing, final payment to each Contractor.

SECTION 3

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

1. For any major revision in the character or scope of the work in design ordered in writing by the City, a supplemental agreement will be negotiated, prior to performing the additional work.

2. The City reserves the right to terminate the contract at any time, and if the PROJECT should be abandoned, or the processing of the PROJECT be indefinitely postponed, or if the contract is terminated for any other reasons, the Engineer shall be paid the reasonable value by the City for the data delivered or is ready for delivery upon receipt thereof based upon availability of funds for this work, and such determination by the City shall be conclusive and binding.

3. The Engineer is, and shall be, in the performance of all work, services and activities an independent contractor, and not an employee, agent, or servant of the City of Bethany. The tort liability of the City of Bethany is exclusively governed by the "Oklahoma Governmental Tort Claims Act". The City reserves the right to terminate this contract at any time, and if this project should be abandoned, or the processing of same indefinitely postponed, or this contract terminated for any other reason, the Engineer shall be paid by the City the reasonable value for the data delivered or ready for delivery upon receipt thereof, and such determination by the City shall be conclusive and binding.

4. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the parties shall be referred for determination by the City or their duly authorized representative whose decision after approval by the City in the matter shall be final and conclusive on the parties to the contract.

5. The Engineer shall furnish all engineering services, labor, equipment, and incidentals as may be required to perform this contract, except as otherwise provided herein.

6. All work performed and submitted under this contract shall be done in a manner acceptable to the City.

7. A detailed scope of services is attached as EXHIBIT "A", which is hereby incorporated into this contract.

8. This agreement shall be binding upon and inure to the benefit of successors or assigns of the parties hereto.

IN WITNESS WHEREOF, this Contract was executed and approved by the Engineer this 5th day of November 2026.

TEIM DESIGN, PLLC.

ATTEST:



President

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 5th day of November 2026, by Joe B. Davis, P.E., as President of TEIM Design, PLLC.

My Commission Expires/Commission Number: Kerry Rehl
Notary Public

10-04-2027 / 19010036 (Seal)



IN WITNESS WHEREOF, this Contract was approved and executed by the City of Bethany this _____ day of _____ 2026.

THE CITY OF BETHANY

ATTEST:

City Clerk

Mayor

EXHIBIT "A"
Scope of Services

CITY OF BETHANY
NW 25th and Peniel Lift Station Rehabilitation Project

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

Replacement of pumps, motors, electrical system, and housing, as well as rehabilitating underground structures.

Environmental	$18,300.00
Electrical	$12,000.00
Design	$59,921.00
Bidding	$2,700.00
Construction Admin.	$5,000.00
Inspection	$20,000.00

CITY OF BETHANY
NW 50th and McMillan Lift Station Rehabilitation Project

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

Replacement of pumps, motors, electrical system, and housing, as well as rehabilitating underground structures.

Environmental	$18,300.00
Survey	$4,079.00
Electrical	$12,000.00
Design	$60,000.00
Bidding	$2,700.00
Construction Admin.	$5,000.00
Inspection	$20,000.00

The total cost of Engineering Services for this work is $240,000.00 lump sum.

EXHIBIT "B"

Compensation for Hourly Engineering Services & Payments

Compensation.

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

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

Payments.

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

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

EXHIBIT "C"
EQUAL OPPORTUNITY CLAUSE

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "D"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

See also § 200.471.

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

Agenda: 11/17/2026
Item: 13
BPWA Item: 4

BETHANY CITY COUNCIL
BETHANY PUBLIC WORKS AUTHORITY

From: Elizabeth Gray, City Manager
Date: November 17, 2026
Subject: Approval of Construction Contract with Krapff Reynolds Construction Company for NW 25th and Shannon Lift Station Improvement Project

BACKGROUND

The City of Bethany received $484,000 in Community Project Funding from Congresswoman Stephanie Bice for the NW 25th and Shannon Lift Station Improvement Project.

On April 16, 2024 the City of Bethany approved a contract with TEIM Design for Engineering services for the project.

Bids were opened October 15, 2026. City Staff and Engineers recommend award to Krapff Reynolds Construction Company in the amount of $698,216.00.

RECOMMENDATION

1. Approval of Construction Contract with Krapff Reynolds Construction Company for NW 25th and Shannon Lift Station Improvement Project in the amount of $698,216.00.

ADDITIONAL COMMENTS

Funding comes from Sewer Projects line item 056-12.2-404.

TEIM DESIGN

TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

November 6, 2026

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

Re: NW 25th Street and Shannon Avenue Lift Station Improvements

Dear Ms. Gray,

Attached for your review and disposition please find the BID Tabulation for the above-mentioned project. The bids were received, October 15, 2026, and all bid bonds and affidavits were found to be in order. All the bids were tabulated from the detailed bid forms.

Krapff-Reynolds Construction Company	$698,216.00
Civil Builders, LLC	$719,406.00
Denali Plumbing, LLC	$730,074.00
Urban Contractors, LLC	$933,960.00
Downey Contracting, LLC	$1,268,000.00
Engineer's Estimate	$776,611.50

Therefore, we recommend the award to Krapff-Reynolds Construction Company for the base bid amount of $698,216.00.

Respectfully Submitted,

Patrick Garrett, PE

Attachment: Contract, Bonds, and Insurance Certificate
Bid Tab

3020 Northwest 149th Street • Oklahoma City, Oklahoma 73134 • Telephone (405) 752-1122 • Fax (405) 752-8855

CONSTRUCTION CONTRACT

This Contract is made and entered into on the 17th day of November, 2026, by and between the City of Bethany, an Oklahoma Municipal Corporation, hereinafter called "City," and Krapff-Reynolds Construction Company 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:

NW 25th STREET AND SHANNON AVENUE LIFT STATION IMPROVEMENTS

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 ninety eight thousand two hundred sixteen and 00/100 Dollars ($698,216.00).

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:	If to Contractor:
City of Bethany 6700 NW 36th Street Bethany, OK 73008	Krapff-Reynolds Construction Company 2400 NE 4th Street Oklahoma City, OK 73117

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: _____

KRAPFF REYNOLDS CONSTRUCTION CO CORPORATE SEAL OKLAHOMA

Krapff-Reynolds Construction Company
Contractor

a(n) company

_____
Signature
Fred L. Krapff
Printed Name
Vice-President
Title

ATTEST:

_____
Secretary and/or Witness Karen Pittman

NON-COLLUSION AFFIDAVIT

State of Oklahoma)
) ss.
County of Oklahoma)

Fred L. Krapff, 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
Fred L. Krapff, Vice-President
Printed Name/Title

Subscribed and sworn to before me this 17th day of November, 2026.

(SEAL)

Notary Public

My Commission Expires: 12/12/27
My Commission Number: 11011133



Bond No. 108514435

CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Krapff-Reynolds Construction Company, 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 ninety eight thousand two hundred sixteen dollars and zero cents ($698,216.00) 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 17th day of November, 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:

NW 25TH STREET AND SHANNON AVENUE LIFT STATION IMPROVEMENTS

CITY OF BETHANY, OKLAHOMA

and has entered into a certain written contract with the CITY OF BETHANY on the 17th day of November, 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, Krapff-Reynolds Construction Company 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.

Krapff-Reynolds Construction Company

ATTEST:

Secretary

By _____
Principal

Travelers Casualty and Surety Company of America

ATTEST:

Secretary Callie Woodard

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

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

_____
City Attorney

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Krapff-Reynolds Construction Company, 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 ninety eight thousand two hundred sixteen dollars and zero cents ($698,216.00), 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 17th day of November, A.D., 2026.

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

NW 25TH STREET AND SHANNON AVENUE LIFT STATION IMPROVEMENTS

CITY OF BETHANY, OKLAHOMA

and has entered into a certain written contract with the CITY OF BETHANY on the 17th day of November, 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.

Krapff-Reynolds Construction Company

ATTEST:

Secretary

By _____
Principal

Travelers Casualty and Surety Company of America

ATTEST:

Callie Woodard
Secretary

By _____
Surety

Deborah L. Raper, Attorney-in-Fact

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

_____
City Attorney

Bond No. 108514435

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Krapff-Reynolds Construction Company, 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 ninety eight thousand two hundred sixteen dollars and zero cents ($698,216.00), 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 four thousand seven hundred thirty two dollars and forty cents ($104,732.40), 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 17th day of November, A.D., 2026.

The conditions of this obligation are such, that whereas, said Principal, has a certain contract between Krapff-Reynolds Construction Company and the CITY OF BETHANY dated this 17th day of November, 2026, agreed to construct in the City of Bethany:

NW 25TH STREET AND SHANNON AVENUE LIFT STATION IMPROVEMENTS

CITY OF BETHANY, OKLAHOMA

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

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

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

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

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

Krapff-Reynolds Construction Company

ATTEST:



Secretary

By _____
Principal

Travelers Casualty and Surety Company of America

ATTEST:

Callie Woodard
Secretary Callie Woodard

By _____
Surety Deborah L. Reper, Attorney-in-Fact

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

_____
City Attorney

TRAVELERS

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 **Deborah L. Raper** 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.**

SEAL SEAL SEAL

State of Connecticut

By: _____
Bryce Grissom, Senior Vice President

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**

NOTARY PUBLIC

_____
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 **17th** day of **November** , **2026** .

SEAL SEAL SEAL

_____
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.

KRAPCON-01 AFRIZZELL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/5/2026

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	CONTACT NAME:	
Rich & Cartmill, Inc. 9401 Cedar Lake Avenue Oklahoma City, OK 73114	PHONE (A/C, No, Ext): (405) 418-8600	FAX (A/C, No): (405) 418-8641
	E-MAIL ADDRESS: richcartmill@rcins.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Krapff-Reynolds Construction Co. 2400 NE 4th Street Oklahoma City, OK 73117	INSURER A : American Zurich	40142
	INSURER B : American Guarantee & Liability	26247
	INSURER C : ZURICH AMERICAN INS CO	16535
	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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			GLO072043200	3/1/2026	3/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 15,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			BAP957364100	3/1/2026	3/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			SXS957364300	3/1/2026	3/1/2027	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	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		WC957364200	3/1/2026	3/1/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

Project: NW 25th Street and Shannon Avenue Lift Station Improvements

CERTIFICATE HOLDER

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

CANCELLATION

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

Travis E. Brown

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Agenda: 11/17/2026
Item: 14

BETHANY CITY COUNCIL

From: Robert Ray Jones, Jr.
Date: November 11, 2026
Subject: Interlocal Cooperation Agreement for the Provision of Mutual Aid with the Warr Acres PD

BACKGROUND

Chief Chad Meek requested the preparation of an interlocal cooperation agreement with the City of Warr Acres Police Department for mutual aid between the two cities. The city approved Resolution 1347 on October 13, 2011 generally authorizing mutual aid requests from law enforcement agencies in Oklahoma County. I have prepared an interlocal cooperation agreement that is more particular to the City of Warr Acres regarding mutual aid in law enforcement activities. My understanding is that this agreement was reviewed by counsel for the City of Warr Acres and approved by its City Council at its last regularly scheduled meeting.

The agreement maintains the separate character of the two cities and their departments. There is no cross-commission between the two departments and response to a mutual aid request is completely at the discretion of the responding department based upon the needs confronting its respective jurisdiction at the time.

RECOMMENDATION

1. Approval of and execution of the Interlocal Cooperation Agreement.



ADDITIONAL COMMENTS

INTERLOCAL COOPERATION AGREEMENT FOR LAW ENFORCEMENT MUTUAL AID AND ASSISTANCE

This Interlocal Cooperation Agreement for Law Enforcement Mutual Aid and Assistance ("Agreement") is entered into by and between the **City of Bethany, Oklahoma**, an Oklahoma municipal corporation ("Bethany"), acting through the Bethany Police Department, and the **City of Warr Acres, Oklahoma**, an Oklahoma municipal corporation ("Warr Acres"), acting through the Warr Acres Police Department. Bethany and Warr Acres are referred to individually as a "Party" and collectively as the "Parties."

Recitals

WHERAS, The Parties are neighboring Oklahoma municipalities that maintain duly established police departments and possess authority to provide law-enforcement services within their respective jurisdictions;

WHERAS, Oklahoma law authorizes public agencies, including municipalities, to exercise jointly or cooperatively any governmental power, privilege, or authority that each agency may exercise separately;

WHERAS, the Parties desire to promote public safety, improve operational coordination, and make efficient use of personnel, equipment, facilities, information, and other law-enforcement resources through reciprocal assistance;

WHERAS, the Parties intend this Agreement to constitute an interlocal cooperation agreement under current Oklahoma law and not to create a separate legal or administrative entity.

THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

Article 1 — Definitions

1.1 Assisting Party. "Assisting Party" means the Party furnishing personnel, equipment, facilities, information, or other assistance under this Agreement.

1.2 Chief of Police. "Chief of Police" means the duly appointed chief of police of a Party or the chief's authorized designee.

1.3 Effective Date. "Effective Date" means the date that all approvals and signatures have occurred.

1.4 Emergency. "Emergency" means an actual or imminent occurrence that, in the reasonable judgment of the Requesting Party, threatens death, bodily injury, substantial property damage, significant disruption of public order, or a demand upon law-enforcement resources exceeding or materially impairing the Requesting Party's available capacity.

1.5 Requesting Party. "Requesting Party" means the Party requesting or receiving Law-Enforcement Assistance under this Agreement.

1.6 Territorial Jurisdiction. "Territorial Jurisdiction" means the geographic area within which a Party is authorized by law to exercise municipal law-enforcement authority.

Article 2 — Duration

2.1 Initial Term. This Agreement begins on the Effective Date and continues until June 30, 2027.

2.2 Renewal. Upon expiration of the initial term, this Agreement automatically renews for successive periods of one year unless either Party gives written notice of nonrenewal at least 45 days before the expiration of the then-current term.

2.3 Continuing Obligations. Expiration or termination does not affect obligations concerning records, confidential information, property, or other provisions that by their nature are intended to survive.

Article 3 — Purpose and Scope

3.1 Purpose. The purpose of this Agreement is to establish a continuing framework through which the Parties may request, furnish, coordinate, and administer reciprocal Law-Enforcement Assistance when such cooperation will protect life or property, preserve public order, support criminal investigations, facilitate emergency response, or otherwise advance lawful municipal law-enforcement functions.

3.2 Authorized Assistance. Subject to available resources, legal authority, and the discretion established in this Agreement, Law-Enforcement Assistance may include:

3.2.1 emergency response and backup assistance;

3.2.2 response to crimes in progress, civil disturbances, disasters, mass-casualty events, searches, pursuits, barricaded-person incidents, and other critical incidents;

3.2.3 criminal investigations, surveillance, warrant operations, crime-scene services, evidence processing, and forensic or technical support;

3.2.4 traffic control, collision investigation, event security, prisoner transportation, communications support, and perimeter control.

3.3 No Minimum Commitment. This Agreement creates a mechanism for requesting assistance but does not require either Party to maintain specified staffing or equipment levels, dedicate particular resources, or furnish assistance when the responding Chief of Police determines that the resources are unavailable or needed within the Assisting Party's Territorial Jurisdiction.

3.4 No Unlawful Expansion of Authority. Nothing in this Agreement confers authority beyond that permitted by applicable law. Personnel acting under this Agreement shall exercise only those powers that Oklahoma law authorizes under the circumstances.

Article 4 — Requests for Assistance

4.1 Persons Authorized to Request Assistance. A request may be made by a Chief of Police, an on-duty watch commander, communications supervisor, incident commander, or another officer designated under the requesting department's policies.

4.2 Form of Request. A request may be made orally, electronically, or in writing. An oral request may be confirmed in writing or through an incident, dispatch, or computer-aided dispatch record when reasonably practicable.

4.3 Contents. To the extent practicable, a request should identify:

4.3.1 the nature and location of the incident or operation;

4.3.2 the type and approximate quantity of assistance requested;

4.3.3 the anticipated duration of the assignment;

4.3.4 known operational hazards or special conditions;

4.3.5 the designated incident commander or point of contact; and

4.3.6 any specialized equipment, training, or qualifications required.

4.4 Discretion to Furnish Assistance. The Assisting Party retains sole discretion to determine whether, when, and to what extent it will furnish assistance. The Assisting Party may deny, limit, delay, modify, or withdraw assistance when its Chief of Police or on-duty commander determines that doing so is necessary to protect the Assisting Party's jurisdiction, personnel, equipment, or operations.

4.5 No Liability for Declining Assistance. To the fullest extent permitted by law, a Party incurs no contractual liability solely because it declines, limits, delays, or withdraws requested assistance in good faith based upon operational needs, available resources, officer safety, or legal restrictions.

Article 5 — Administration and Governance

5.1 No Separate Legal Entity. This Agreement does not create a separate legal entity, municipal authority, public trust, joint department, partnership, joint venture, employment relationship, or other independent organization. Neither Party may bind the other except as expressly authorized in this Agreement or in a separate written instrument duly approved by both Parties.

5.2 Joint Administration. The Agreement shall be administered jointly by the Bethany Chief of Police and the Warr Acres Chief of Police, who constitute the administrative representatives for purposes of the applicable interlocal cooperation requirements.

5.3 Administrative Powers. The Chiefs of Police may:

5.3.1 establish operational protocols consistent with this Agreement;

5.3.2 designate departmental coordinators and points of contact;

5.3.4 coordinate training, communications, incident planning, and after-action review;

5.3.5 develop nonbinding forms for requests, deployments, and property accountability;

5.3.6 resolve routine administrative and operational issues; and

5.3.7 recommend amendments to the Parties' governing bodies.

6/6 Use of Force and Enforcement Decisions. Each officer remains individually responsible for ensuring that any detention, search, seizure, arrest, pursuit, use of force, or other exercise of police authority is lawful under the circumstances.

Article 7 — Personnel Status, Compensation, and Benefits

7.1 Continuing Employment. Personnel furnished by an Assisting Party remain solely the officers, employees, or agents of the Assisting Party for all employment purposes, including compensation, supervision, discipline, scheduling, benefits, pension rights, workers' compensation, and claims arising from employment.

7.2 No Dual Employment. Personnel do not become employees of the Requesting Party merely by performing services under this Agreement. Nothing in this Agreement creates a right to compensation, benefits, tenure, civil-service status, or other employment rights from the Requesting Party.

7.3 Compensation and Benefits. Each Party shall pay the salaries, overtime, benefits, pension contributions, workers' compensation obligations, and other personnel costs of its own personnel.

7.4 Qualifications. Each Party is responsible for ensuring that its participating personnel possess all licenses, commissions, certifications, training, and qualifications required by law and departmental policy for their assigned functions.

7.5 Discipline and Complaints. The employing Party retains exclusive authority to investigate and impose discipline upon its personnel. A Party receiving a complaint concerning another Party's personnel shall promptly forward the complaint and relevant information to the employing Party, subject to applicable confidentiality requirements.

Article 8 — Financing and Budget

8.1 Ordinary Costs. Each Party shall bear its own costs of performing under this Agreement, including personnel, fuel, routine supplies, equipment, maintenance, and administrative expenses.

Article 9 — Records, Evidence, Information, and Confidentiality

5.4 Limitations on Administrative Authority. The Chiefs of Police may not amend this Agreement, obligate unappropriated funds, transfer ownership of municipal property, create a separate legal entity, waive governmental immunity, or exercise legislative authority on behalf of either Party.

5.5 Periodic Review. The Chiefs of Police shall review the operation of this Agreement at least annually and may submit recommendations to their respective administrative officials and governing bodies.

Article 6 — Command and Operational Control

6.1 Incident Command. Unless the Chiefs of Police or their authorized commanders agree otherwise for a particular operation, the Requesting Party shall establish the incident-command structure and direct the overall objectives, strategy, assignments, and geographic deployment of resources within its Territorial Jurisdiction.

6.2 Control of Personnel. Each Party retains supervisory, administrative, and disciplinary control over its own personnel. An Assisting Party's ranking officer at the scene retains authority concerning the safety, deployment, and tactical use of that Party's personnel and equipment and may withdraw them when reasonably necessary.

6.3 Unified Command. For significant incidents, the Parties may establish a unified-command structure consistent with their emergency-management procedures and the nature of the incident.

6.4 Conflicting Directions. Personnel shall not be required to obey a direction that conflicts with applicable law, controlling departmental policy, training requirements, or an order from their employing Party's superior officer. Any conflict shall be referred promptly to the appropriate on-scene commanders.

6.5 Policies and Procedures. Personnel remain subject to their employing Party's employment, conduct, use-of-force, reporting, evidence-handling, and disciplinary policies. When operating in the Requesting Party's jurisdiction, personnel shall also comply with reasonable scene-management and operational procedures communicated by the Requesting Party, unless those procedures conflict with law or controlling policy.

10.5 Cooperation. Subject to applicable privileges and confidentiality restrictions, the Parties shall reasonably cooperate in investigating and defending claims, preserving evidence, identifying witnesses, and responding to lawful discovery or process.

10.6 No Admission. Cooperation under this Article does not constitute an admission of liability, an allocation of fault, or a waiver of any defense or privilege.

10.7 Insurance and Risk Programs. Each Party shall maintain insurance, self-insurance, participation in a governmental risk pool, or another lawful risk-financing arrangement in such amounts and forms as its governing body determines appropriate.

Article 11 — Representations and Compliance With Law

11.1 Authority. Each Party represents that its governing body has authorized execution of this Agreement and that the individual signing on its behalf has authority to bind that Party.

11.2 Compliance. Each Party shall perform its obligations in accordance with applicable federal and Oklahoma law, municipal ordinances, court orders, professional licensing requirements, and binding governmental directives.

11.3 No Delegation of Legislative Authority. Nothing in this Agreement delegates the legislative, budgetary, employment, or policy-making authority of either governing body.

11.4 No Exclusivity. This Agreement does not prevent either Party from entering into other mutual-aid, emergency-management, task-force, service, or intergovernmental agreements.

Article 12 — Termination

12.1 Termination Without Cause. Either Party may terminate this Agreement without cause by giving the other Party at least 45 days' prior written notice.

Article 13 — General Provisions

13.1 Amendment. This Agreement may be amended only by a written instrument approved by the governing bodies of both Parties, executed by their duly authorized representatives, and submitted for any review, approval, or filing required by law. Operational protocols that do not alter the Parties' substantive rights, financial obligations, or statutory terms may be approved by both Chiefs of Police.

9.1 Operational Reports. Each Party shall prepare and retain reports required by law and its policies. The Parties shall reasonably cooperate to avoid unnecessary duplication and to ensure that incident reports identify participating personnel and material actions taken.

9.2 Custody of Evidence. Unless the incident commanders agree otherwise, the Requesting Party shall maintain primary custody of evidence generated or collected during an operation within its jurisdiction. Each Party shall preserve chain of custody and comply with applicable evidence-handling requirements.

9.3 Public Records Requests. Each Party shall respond to requests for its records in accordance with applicable Oklahoma law. If a request encompasses records received from or materially affecting the other Party, the receiving Party shall, when reasonably practicable and legally permitted, consult the other Party before release.

Article 10 — Liability, Claims, and Immunities

10.1 Responsibility for Own Conduct. As between the Parties, each Party is responsible for the acts and omissions of its own officers, employees, and agents in connection with this Agreement, subject to applicable law and all available defenses, immunities, exemptions, and limitations of liability.

10.2 No General Indemnity. Neither Party assumes liability for the acts or omissions of the other Party, and neither Party agrees to defend, indemnify, or hold harmless the other except to the extent expressly authorized by law and set forth in a separately approved written instrument.

10.3 Governmental Immunity Preserved. Nothing in this Agreement waives, enlarges, or modifies any governmental, sovereign, official, qualified, statutory, or other immunity or defense; increases any liability limit; creates liability where none otherwise exists; or establishes a private cause of action.

10.4 Claims Handling. Each Party shall administer claims involving its personnel or property through its established claims procedures. The Parties shall promptly notify one another of any claim, demand, lawsuit, administrative proceeding, or investigation materially arising from joint operations under this Agreement.

Name: Chad Meek

Title: Chief of Police

Date: _____

13.2 Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, each of which is deemed an original and all of which constitute one instrument. Signatures transmitted or maintained electronically shall have the same effect as original signatures to the extent permitted by law.

13.3 Further Assurances. Each Party shall execute and deliver such additional documents and take such further lawful actions as may be reasonably necessary to obtain required approvals and filings and carry out this Agreement.

Signatures

IN WITNESS WHEREOF, the Parties, acting through their duly authorized representatives, have executed this Interlocal Cooperation Agreement.

CITY OF BETHANY, OKLAHOMA

By: _____

Name: Amanda Sandoval

Title: Mayor

Date: _____

ATTEST:

By: _____

Name: Michael Vaughn

Title: City Clerk

Date: _____

Reviewed and approved as to form and legality:

By: _____

Name: Robert Ray Jones, Jr.

Title: City Attorney

Date: _____

Acknowledged for administration:

By: _____

CITY OF WARR ACRES, OKLAHOMA

By: _____

Name: Victoria Douglas

Title: Mayor

Date: 10/20/26

ATTEST:

By: _____

Name: Crystal Rivera

Title: City Clerk

Date: 10/20/26

Reviewed and approved as to form and legality:

By: _____

Name: Matthew J. Love

Title: City Attorney

Date: 10/20/26

Acknowledged for administration:

By: _____

Name: Mike Anderson

Title: Chief of Police

Date: [ACKNOWLEDGMENT DATE]

11/4/26

Agenda: 11/17/2026
Item: 15
BPWA, BHT, BDA Item: 2

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

From: Elizabeth A. Gray, City Manager
Date: November 17, 2026
Subject: Approval of 2027 Calendar Year-Notice to City Clerk Regarding Schedule of Regular Meetings of the City Council, Bethany Public Works Authority, Bethany Hospital Trust, Bethany Development Authority, Planning & Zoning Commission, and Bethany Economic Development Authority

BACKGROUND

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

RECOMMENDATION

1. As develops during the meeting.



ADDITIONAL COMMENTS
Proposed 2027 Calendar Year Schedule of Regular Meetings is Attached

Posted on _____ , 2026, 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.

2027 CALENDAR YEAR

SCHEDULE OF REGULAR MEETINGS
OKLAHOMA OPEN MEETING LAW REQUIREMENTS

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

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

Filed by: _____ Title: _____

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

Filed in the office of the Municipal Clerk at _____ P.M. on _____, 2026.

Signed: _____ Title: _____

AGENDA: 11/17/2026
ITEM: 17

RESOLUTION OF THE CITY OF BETHANY, OKLAHOMA

RESOLUTION # 1752
November 17, 2026

A RESOLUTION ALBERTSONS OPIOID SETTLEMENT AGREEMENT

WHEREAS, pharmaceutical opioids have harmed the City of Bethany, Oklahoma and its citizens. This harm was created and exacerbated by the misconduct and illegal activities of opioid manufacturers and distributors.

WHEREAS, City of Bethany, Oklahoma, filed suit to address and seek recovery for the harms cause to it and its citizens.

WHEREAS, Albertsons Companies, Inc., has agreed to settle the claims of certain subdivisions in the Albertsons Settlement Agreement, dated August 20, 2026.

THEREFORE, it was duly moved and seconded that the following resolution be adopted.

THEREFORE, BE IT RESOLVED that the City of Bethany, Oklahoma hereby elects to, and approves its participation in, the Albertsons Settlement Agreement, authorizes its Mayor, City Manager, or other authorized designee, to execute the Albertsons Subdivision Participation and Release Form contained in the Albertsons Settlement Agreement as Exhibit K, which participation and release form may be executed in the Docu-Sign platform.

THEREFORE, BE IT RESOLVED that the City of Bethany, Oklahoma, further authorizes its Mayor and legal counsel to take all actions required by the Albertsons Settlement Agreement to effectuate the Albertsons Settlement Agreement for the benefit of City of Bethany, Oklahoma, including executing any documents required to finalize the participation of City of Bethany in the Albertsons Settlement Agreement and an appropriate State-Subdivision Agreement for distribution to the City of Bethany of the allocation share to it as provided for in the Albertsons Settlement Agreement or as provided for in a State-Subdivision Agreement.

The City of Bethany, Oklahoma adopted the above Resolution on the ___ day of November, 2026.

CITY OF BETHANY, OKLAHOMA:

_____

By: _____

Dated this ____ day of _____, 2026.

ATTEST:

_____
City of Bethany, Clerk

National Opioids Settlement: Albertsons
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Bethany city, OK
Reference Number: CL-2268299

TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:
THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT A NEW NATIONAL OPIOID SETTLEMENT.

SETTLEMENT OVERVIEW

A proposed settlement agreement ("Settlement") has been reached between regional supermarket pharmacy Albertsons Companies, Inc. and thirty-four states and the District of Columbia. The Settlement would resolve the legal claims of states and local political subdivisions against Albertsons for alleged misconduct related to the distribution and dispensing of opioids. Pursuant to the terms of the Settlement, Albertsons has determined that enough eligible states have agreed to join the Settlement to proceed with notice to subdivisions.

The Settlement requires Albertsons Companies, Inc. to pay over $770 million. Of this amount, approximately $655 million will be used by participating states and subdivisions to remediate and abate the impacts of the opioid crisis. The Settlement requires payments over 9 years.

The Settlement also contains injunctive relief governing opioid dispensing practices and requires Albertsons to implement safeguards to prevent diversion of prescription opioids.

The proposed Settlement has two key participation steps:

First, each eligible state decides whether to participate in the Settlement. A list of participating states can be found at https://nationalopioidsettlement.com/state-participation-status/

Second, eligible subdivisions within each participating state decide whether to participate in the Settlement. The more subdivisions that participate, the more funds flow to that state and its subdivisions. Any subdivision that does not participate cannot directly share in any of the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. If the state does not participate, the subdivisions in that state are not eligible to participate in the Settlement.

Eligible Entities must decide whether to participate by **December 30, 2026.**

WHO IS RUBRIS INC. AND WHAT IS THE IMPLEMENTATION ADMINISTRATOR?

The Settlement provides that an Implementation Administrator will provide notice and manage the collection of participation forms. Rubris, Inc. is the Implementation Administrator for this new Settlement and was also retained for the prior national opioid settlements.

WHY IS YOUR ENTITY RECEIVING THIS NOTICE?

Your entity is eligible to participate in this Settlement. This Notice is also sent directly to counsel for each Eligible Entity if the Implementation Administrator has their information.

If you are represented by an attorney with respect to opioid claims, please contact them. **Subdivisions can participate in this Settlement whether or not they filed a lawsuit or are represented.**

WHERE CAN YOU FIND MORE INFORMATION?

Detailed information about the Settlement may be found at:
https://nationalopioidsettlement.com

You are encouraged to review the Settlement Agreement terms and discuss the terms and benefits with your counsel. Each Eligible Entity will need to decide whether to participate in the proposed Settlement, and entities are encouraged to work through this process before the **December 30, 2026** deadline.

You are encouraged to review the settlement agreement terms and discuss the terms and benefits with your counsel, your Attorney General's Office, and other contacts within your state. Information and documents regarding the Settlement and your state allocation can be found on the settlement website at https://nationalopioidsettlement.com/.

Your subdivision will need to decide whether to participate in the proposed Settlement, and subdivisions are encouraged to work through this process before the **December 30, 2026** deadline.

HOW DO YOU PARTICIPATE IN THE SETTLEMENT?

The Settlement requires that each Eligible Entity take affirmative steps to "opt in" to the Settlement. You will receive the ***Subdivision Participation and Release Form*** via Docusign along with instructions from the Implementation Administrator. In order to participate in this Settlement, a person with authority must sign and return the required ***Subdivision Participation and Release Form***. Docusign remains the preferred method of submission of the needed form.

Please add the following email addresses to your "safe" list so emails do not go to spam / junk folders: *dse_na3@docusign.net* and *opioidsparticipation@rubris.com*. Please monitor your email for the Participation Form and instructions.

All required documentation must be signed and returned on or before **December 30, 2026**.

Docusign Envelope ID: 0F389727-2B3D-8906-8303-5B3446B65C10

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State: OK
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated August 20, 2026 ("*Albertsons Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Albertsons Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Albertsons Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Albertsons Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at [website link to national settlement website to be provided].

3. The Governmental Entity agrees to the terms of the Albertsons Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Albertsons Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Albertsons Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Albertsons

Docusign Envelope ID: 0F389727-2B3D-8906-8303-5B3446B65C10

Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Albertsons Settlement.

7. The Governmental Entity has the right to enforce the Albertsons Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Albertsons Settlement, including without limitation all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Albertsons Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Albertsons Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Albertsons Settlement.

10. In connection with the releases provided for in the Albertsons Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Albertsons Settlement.

Docusign Envelope ID: 0F389727-2B3D-8906-8303-5B3446B65C10

11. Nothing herein is intended to modify in any way the terms of the Albertsons Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Albertsons Settlement in any respect, the Albertsons Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



AGENDA: 11/17/2026

ITEM: 20 (A)

City of Bethany General Fund
Statement of Revenues and Expense
Oct-26

Revenues

	2025-2026 Annual Budget	October Revenues	Year to Date Revenue	Year to Date Percentage of Budget	Budget Remaining
SALES TAX 82.5% DEDICATED	5,121,913.00	519,690.00	1,842,273.00	35.97%	3,279,640.00
USE TAX REVENUE	1,599,921.00	155,641.00	620,765.00	38.80%	979,156.00
HOTEL TAX REVENUE	29,323.00	3,765.00	16,656.00	56.80%	12,667.00
CABLE FRANCHISE TAX REVENUE	87,984.00	0.00	21,912.00	24.90%	66,072.00
PHONE FRANCHISE TAX REVENUE	63,299.00	1,441.00	2,880.00	4.55%	60,419.00
UTILITY FRANCHISE TAX REVENUE	788,725.00	81,144.00	258,300.00	32.75%	530,425.00
OCCUPATIONAL LICENSE REVENUE	43,456.00	4,447.00	25,526.00	58.74%	17,930.00
BUILDING PERMIT REVENUE	35,983.00	6,113.00	94,791.00	263.43%	-58,808.00
INSPECTION PERMIT REVENUE	27,909.00	0.00	0.00	0.00%	27,909.00
ZONING PERMITS	0.00	875.00	5,626.00	0.00%	-5,626.00
FIRE ALARM PERMITS	0.00	0.00	0.00	0.00%	0.00
ANIMAL LICENSE REVENUE	0.00	0.00	303.00	0.00%	-303.00
ABATEMENT REVENUE	0.00	0.00	753.00	0.00%	-753.00
MOTOR FUEL TAX REVENUE	25,523.00	3,070.00	26,842.00	105.17%	-1,319.00
COMMERCIAL VEH TAX REVENUE	107,379.00	14,752.00	45,570.00	42.44%	61,809.00
CIGARETTE TAX REVENUE	38,240.00	3,009.00	12,434.00	32.52%	25,806.00
ALCOHOL BEVERAGE TAX REVENUE	58,343.00	4,528.00	19,398.00	33.25%	38,945.00
ACCOUNTING SERVICE REVENUE	26,400.00	2,200.00	11,000.00	41.67%	15,400.00
EMERGENCY MEDICAL CALL SVC FEE	283,918.00	23,687.00	93,895.00	33.07%	190,023.00
STORMWATER COMPLIANCE FEE	328,702.00	27,370.00	109,437.00	33.29%	219,265.00
ECONOMIC DEV PROMO & EVENTS	50.00	0.00	0.00	0.00%	50.00
MINERAL RIGHTS & ROYALTIES REV	21,164.00	3,389.00	9,124.00	43.11%	12,040.00
POLICE FINES & COURT COST REV	667,195.00	43,984.00	209,701.00	31.43%	457,494.00
INTEREST INCOME	24,513.00	0.00	10,879.00	44.38%	13,634.00
MISCELLANEOUS REVENUE	221,723.00	2,273.00	27,418.00	12.37%	194,305.00
REIMBURSEMENT REVENUE	4,323.00	0.00	112,427.00	2600.67%	-108,104.00
CREDIT CARD FEES	112,923.00	10,124.00	39,908.00	35.34%	73,015.00
GRANT REVENUE	0.00	0.00	132,746.00	0.00%	0.00
STREET CLOSURE FEES	0.00	8.00	258.00	0.00%	-258.00
SETTLEMENT PROCEEDS	0.00	14,208.00	14,208.00	0.00%	-14,208.00
YOUTH COUNCIL DONATIONS	0.00	0.00	236.00	0.00%	-236.00
OMAG REFUNDS	68,115.00	0.00	4,388.00	6.44%	63,727.00
Total Revenues	9,787,024.00	925,718.00	3,769,654.00	38.52%	6,150,116.00
Transfers In	2,995,000.00	237,500.00	950,000.00	31.72%	2,045,000.00
Total Revenues and Transfers In	12,782,024.00	1,163,218.00	4,719,654.00	36.92%	8,062,370.00

Expenses

	2025-2026 Annual Budget	October Expenses	Year to Date Expenses	Year to Date Percentage of Budget	Budget Remaining
01.0-MANAGEMENT	503,199.00	51,449.00	190,173.00	37.79%	313,026.00
02.0-FINANCE	319,087.00	18,219.00	60,890.00	19.08%	258,197.00
03.0-MUNICIPAL COURT	588,774.00	53,858.00	176,216.00	29.93%	412,558.00
04.0-ENGINEERING	160,000.00	22,218.00	67,076.00	41.92%	92,924.00
05.0-POLICE	5,570,747.00	494,291.00	1,917,736.00	34.43%	3,653,011.00
06.0-FIRE	3,245,664.00	354,582.00	1,174,825.00	36.20%	2,070,839.00
07.0-COMMUNITY DEV	653,390.00	60,635.00	228,202.00	34.93%	425,188.00
08.1-PW ADMIN	180,020.00	16,696.00	59,447.00	33.02%	120,573.00
08.2-STREETS	830,472.00	69,066.00	304,445.00	36.66%	526,027.00
08.4-FLEET MAINT	85,600.00	8,230.00	26,575.00	31.05%	59,025.00
08.5-PARKS	601,017.00	54,024.00	207,747.00	34.57%	393,270.00
98.0-CONTINGENCY	165,152.00	0.00	0.00	0.00%	165,152.00
TOTAL EXPENDITURES	12,903,122.00	1,203,268.00	4,413,332.00	34.20%	8,489,790.00
Transfers Out	66,000.00	0.00	0.00	0.00%	0.00
Total Expenses and Transfers Out	12,969,122.00	1,203,268.00	4,413,332.00	34.03%	8,489,790.00
Revenues over (under) expenses	-187,098.00	-40,050.00	306,322.00	-163.72%	-427,420.00

Bethany Public Works Authority

Statement of Revenues and Expenses

Oct-26

Revenues

	2025-2026 Annual Budget	October Revenues	Year to Date Revenue	Year to Date Percentage of Budget	Budget Remaining
RESIDENTIAL PENALTY REVENUE	148,364.00	18,743.00	72,304.00	48.73%	76,060.00
COMMERCIAL PENALTY REVENUE	76,429.00	3,605.00	10,275.00	13.44%	66,154.00
SOLID WASTE REVENUE	3,233,891.00	247,566.00	985,080.00	30.46%	2,248,811.00
WATER REVENUE	4,609,814.00	493,771.00	1,857,690.00	40.30%	2,752,124.00
WATER TAP REVENUE	2,550.00	0.00	19,421.00	761.61%	-16,871.00
SEWER REVENUE	4,300,204.00	367,159.00	1,426,311.00	33.17%	2,873,893.00
SEWER TAP REVENUE	300.00	0.00	12,888.00	4296.00%	-12,588.00
INTEREST INCOME	143,729.00	0.00	59,323.00	41.27%	84,406.00
LEASE REVENUE	187,088.00	5,406.00	74,613.00	39.88%	112,475.00
SCRAP METAL REVENUE	0.00	0.00	235.00	0.00%	-235.00
SETTLEMENT PROCEEDS	0.00	0.00	0.00	0.00%	0.00
SALE OF ASSETS	0.00	0.00	0.00	0.00%	0.00
GRANT REVENUE	1,764,000.00	0.00	0.00	0.00%	1,764,000.00
MISCELLANEOUS REVENUE	250,000.00	0.00	0.00	0.00%	250,000.00
*** TOTAL REVENUE ***	14,716,369.00	1,136,250.00	4,518,140.00	30.70%	10,198,229.00
Total Revenues and Transfers In	14,716,369.00	1,136,250.00	4,518,140.00	30.70%	10,198,229.00

Expenses

	2025-2026 Annual Budget	October Expenses	Year to Date Expenses	Year to Date Percentage of Budget	Budget Remaining
01.0-BPWA MANAGEMENT	500,260.00	35,488.00	142,607.00	28.51%	357,653.00
02.0-BPWA FINANCE	918,190.00	75,327.00	222,844.00	24.27%	695,346.00
08.1-BPWA ADMIN	204,382.00	18,265.00	61,990.00	30.33%	142,392.00
08.3-BPWA SANITATION	1,866,676.00	148,989.00	502,787.00	26.93%	1,363,889.00
08.4-BPWA FLEET MAINT	79,120.00	8,481.00	25,201.00	31.85%	53,919.00
12.0-BPWA WATER PLANT	2,797,912.00	201,396.00	703,718.00	25.15%	2,094,194.00
12.1-BPWA WATER LINE	666,065.00	21,691.00	108,098.00	16.23%	557,967.00
12.2-BPWA SEWER LINE	5,125,175.00	227,044.00	913,290.00	17.82%	4,211,885.00
97.0-DEBT SERVICE INTEREST EXP	598,452.00	3,742.00	31,839.00	5.32%	566,613.00
98.0-CONTINGENCY	315,508.00	0.00	0.00	0.00%	315,508.00
99.0-TRANSFERS OUT	2,850,000.00	237,500.00	950,000.00	33.33%	1,900,000.00
Total Expenses and Transfers Out	15,921,740.00	977,923.00	3,662,374.00	23.00%	12,259,366.00
DEBT SERVICE PRINCIPAL	1,333,510.00	85,833.00	499,055.00	37.42%	834,455.00
Revenues over (under) Expenses/Debt Service	-2,538,881.00	72,494.00	356,711.00	-14.05%	-2,895,592.00

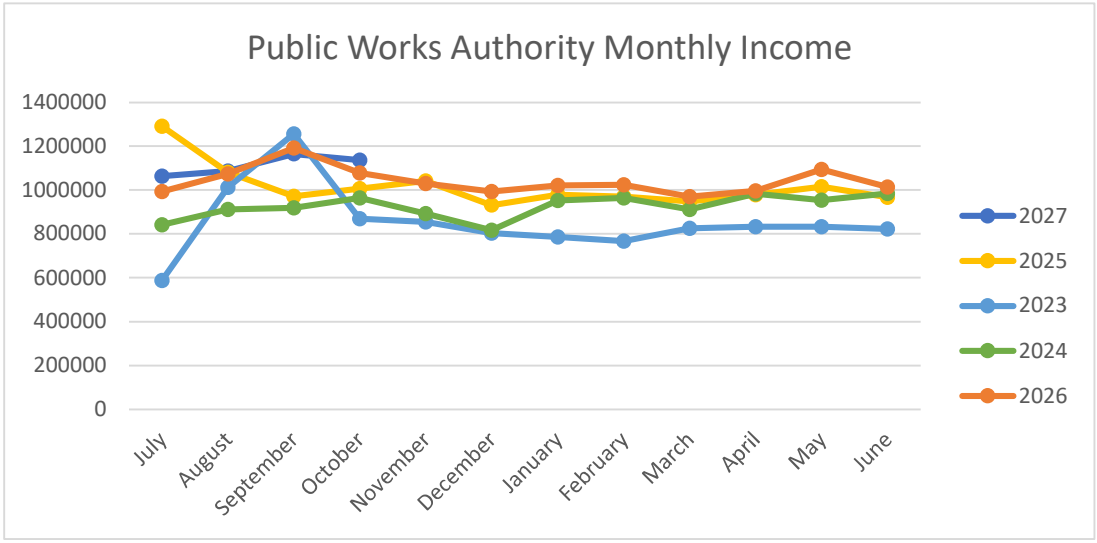
City of Bethany
Capital Improvement Fund
Oct-26

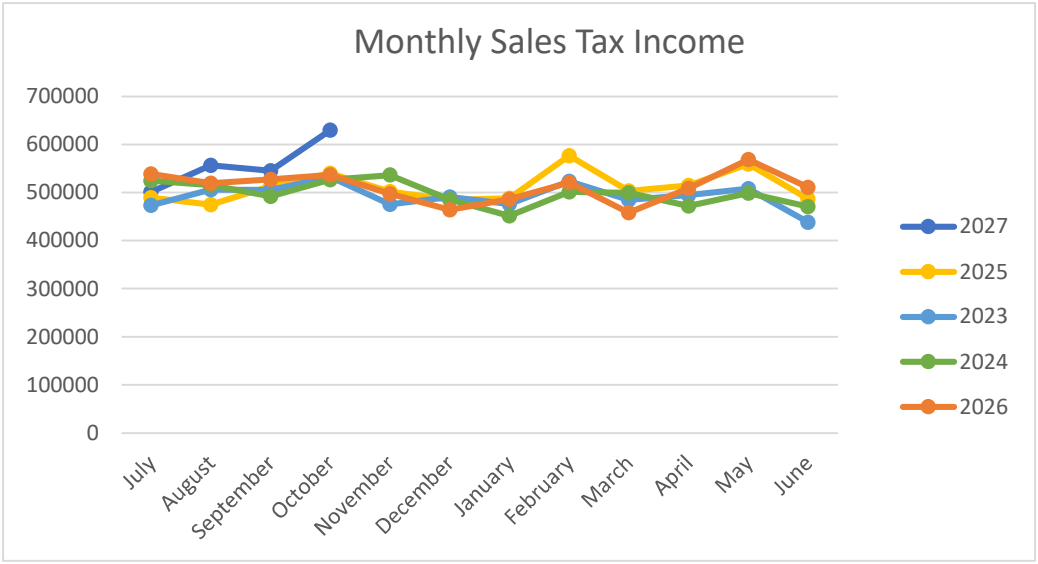
Revenues

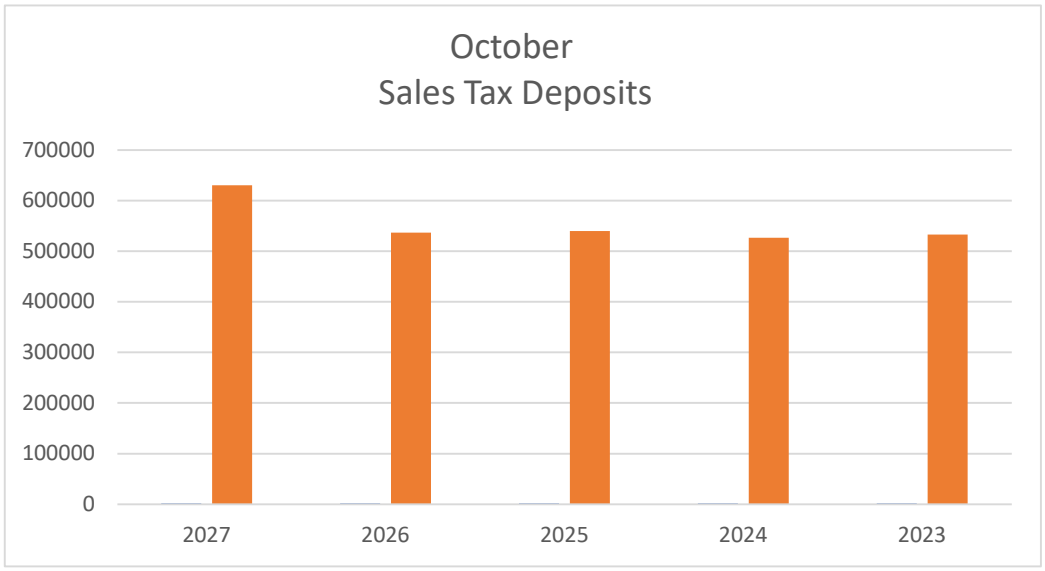
	2024-2025 Annual Budget	October Revenue	Year to Date Revenue	Year to Date Percentage of Budget	Budget Remaining
SALES TAX 17.5% DEDICATED	1,086,466.00	110,237.00	390,785.00	35.97%	695,681.00
INTEREST REVENUE	8,289.00	0.00	2,561.00	30.90%	5,728.00
TRANSFER FROM GF	0.00	0.00	0.00	0.00%	0.00
MISCELLANEOUS REVENUE	60,000.00	0.00	941.00	1.57%	59,059.00
GRANT REVENUE	1,360,000.00	0.00	0.00	0.00%	1,360,000.00
Total Revenue	2,514,755.00	110,237.00	394,287.00	15.68%	2,120,468.00

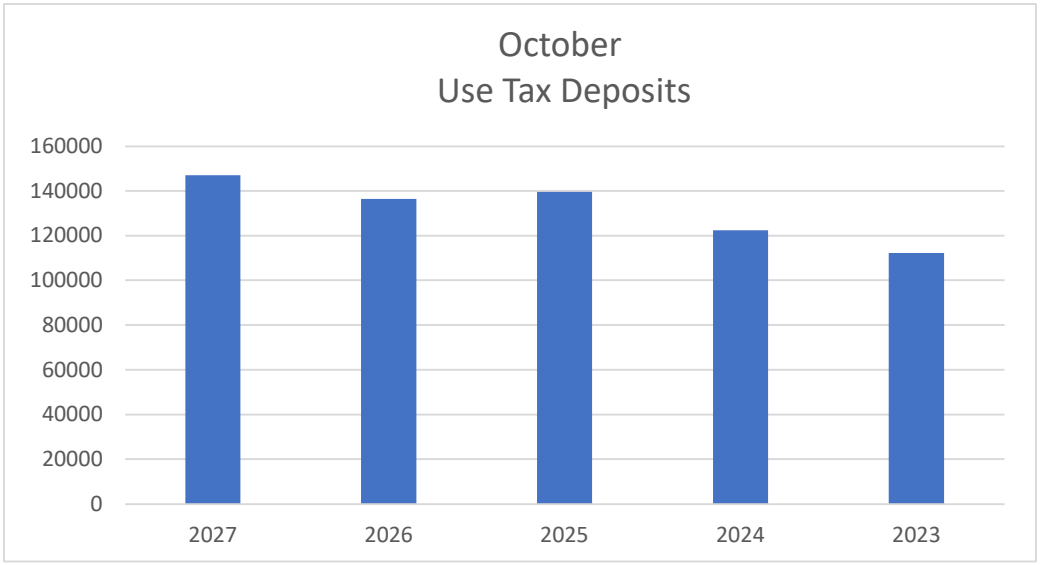
Expenses

Capital Projects	2024-2025 Annual Budget	October Expenses	Year to Date Expenses	Year to Date Percentage of Budget	Budget Remaining
FIRE TRUCK LEASE PAYMENT	84,084.00	0.00	84,084.00	100.00%	0.00
CITY HALL HVAC REPLACEMENT	20,000.00	0.00	0.00	0.00%	20,000.00
25TH AND SHANNON LIFT STATION	18,016.00	1,295.00	4,231.00	23.48%	13,785.00
REPLACEMENT DUMPSTERS	70,000.00	0.00	30,608.00	43.73%	39,392.00
NW 36 TRAIL ROCKWELL - COU	1,380,000.00	753.00	753.00	0.05%	1,379,247.00
SEWER POP-OFF VALVE PROG.	46,362.00	0.00	0.00	0.00%	46,362.00
FIRE TRAINING CENTER	243,638.00	123,528.00	123,528.00	50.70%	120,110.00
VALVE EXCERCISERS	30,000.00	0.00	0.00	0.00%	30,000.00
SCADA PROJECT	357,143.00	0.00	0.00	0.00%	357,143.00
SANITATION PARKING CANOPY	62,500.00	0.00	0.00	0.00%	62,500.00
FIREFIGHTING TURN OUT GEAR	26,528.00	0.00	0.00	0.00%	26,528.00
35TH AND MUELLER	26,645.00	26,645.00	26,645.00	100.00%	0.00
DOWNTOWN PARKING & PAVEMENT	40,100.00	0.00	0.00	0.00%	40,100.00
PD HVAC	20,000.00	0.00	0.00	0.00%	20,000.00
PARKS 72 INCH ZTR MOWER	23,100.00	0.00	21,253.00	0.00%	1,847.00
PW DIESEL FUEL PUMP	12,300.00	0.00	0.00	0.00%	12,300.00
PARKS OVERHEAD DOORS	14,000.00	0.00	0.00	0.00%	14,000.00
Total Capital Projects	2,474,416.00	152,221.00	291,102.00	11.76%	2,183,314.00
Revenues Over (under) Expenses	40,339.00	-41,984.00	103,185.00	255.79%	-62,846.00


Public Works Authority Monthly Income
1400000
1200000
1000000
800000
600000
400000
200000
0
July
August
September
October
November
December
January
February
March
April
May
June
2027
2025
2023
2024
2026


Monthly Sales Tax Income
700000
600000
500000
400000
300000
200000
100000
0
July
August
September
October
November
December
January
February
March
April
May
June
2027
2025
2023
2024
2026


October
Sales Tax Deposits
700000
600000
500000
400000
300000
200000
100000
0
2027
2026
2025
2024
2023


October
Use Tax Deposits
160000
140000
120000
100000
80000
60000
40000
20000
0
2027
2026
2025
2024
2023

Bethany/Warr Acres Public Works Authority
Financial Statement Summary
Year-To-Date for the Period Ending October 31, 2026

	BUDGET	ACTUAL	33.33% OF BUDGET
BEGINNING FUND BALANCE	**$2,997,482**	**$2,997,482**	
REVENUES	$4,423,532	$1,583,966	35.81%
EXPENDITURES	-$3,923,993	-$1,431,275	36.47%
REVENUES OVER (UNDER) EXPENDITURES	**$3,497,021**	**$3,150,173**	
TRANSFERS IN	$0	$0	
TRANSFERS OUT	$0	$0	
NET OTHER	**$0**	**$0**	
INCREASE (DECREASE) TO BEGINNING FUND BALANCE	**$499,539**	**$152,691**	
ENDING FUND BALANCE (BEFORE BUDGETED RESERVE)	**$3,497,021**	**$3,150,173**	
BUDGETED RESERVE	$0	$0	
ENDING FUND BALANCE	**$3,497,021**	**$3,150,173**	
ENDING BALANCE AS A PERCENTAGE OF ANNUAL REVENUES	**79.05%**	**71.21%**	

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

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

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

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

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

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

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

BPWA AGENDA: 11/17/2026
BPWA ITEM: 1 (A)

NOTICE: On Thursday, October 29, 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 the necessary accommodation.

BETHANY PUBLIC WORKS AUTHORITY MEETING

BETHANY CITY HALL

TUESDAY, NOVEMBER 3, 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
	Elizabeth Gray	City Manager
	Michael Vaughn	Finance Director
	Lesa LaMar	Deputy City Clerk
	(See Roster)	

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

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

A. APPROVAL OF MINUTES FROM OCTOBER 20, 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 BUDGET AMENDMENT 27-8.

A motion was made by Trustee Magirowsky, seconded by Trustee Triana to approve the consent docket. Yes votes: Triana, Plank, Larsen,

Falkner, Magirowsky, Ford, Powell, Sandoval, 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 NOVEMBER 17, 2026.**

Chairman Sandoval adjourned the Bethany Public Works Authority meeting at 7:22 P.M. until November 17, 2026.

_____ _____

CHAIRMAN SECRETARY

AGENDA: 11/17/2026
ITEM: Consent 1 (B)

BETHANY PUBLIC WORKS AUTHORITY

From: Michael Vaughn, Finance Director

Date: November 12, 2026

Subject: Claims list for the 11/17/2026 Bethany Public Works Authority Meeting

BETHANY PUBLIC WORKS AUTHORITY

FUND	AMOUNT
Bethany Public Works Authority	$ 446,233.12
TOTAL	$ 446,233.12

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	$ 1,259,222.07
Bethany Public Works Authority	$ 446,233.12
Bethany Hospital Trust	$ 7,726.85
Bethany Development Authority	$ -
TOTAL	$ 1,713,182.04

RECOMMENDATION

1. Approve claims as presented.



P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A		NON-DEPARTMENTAL				
27-57299	10-3436	BANCFIRST	2013 BOND	11/2026	20261201--	85,833.34
					DEPARTMENT TOTAL:	85,833.34
DEPARTMENT: 01.0		MANAGEMENT				
27-57639	10-005156	COX COMMUNICATIONS INC.	PHONE SERVICE	11/2026	20261031	726.46
27-57295	10-005373	CARD SERVICES/P1	AZURE AND BUSINESS	11/2026	EO3010W5AG	225.00
27-57277	10-005851	LYTLE, SOULE' & FELTY, P.C.	ATTORNEY FEES	11/2026	326628	3,125.00
27-57281	10-005851	LYTLE, SOULE' & FELTY, P.C.	OUTSIDE CONTRACT	11/2026	326631	100.00
27-57279	10-006334	CITY WIDE FACILITY SOLUTION	CLEANING CITY HALL	11/2026	3203902724	412.71
27-58172	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY QTR 2	11/2026	2ND QTR LIAB.	1,435.74
27-57285	10-3196	IMAGENET CONSULTING, LLC	MANAGED IT	11/2026	INV1796274	4,280.12
27-58293	10-4249	YMCA OF GREATER OKC	POOL MGMT RIPPER PARK	11/2026	BERP2026	10,000.00
					DEPARTMENT TOTAL:	20,305.03
DEPARTMENT: 02.0		FINANCE				
27-57283	10-005702	TPS TECHNICAL PROGRAMMING	UTILITY BILL PRINTING	11/2026	125673	3,990.50
27-58330	10-1	JIMMY MAYBERRY	PART TIME HELP	11/2026	OCT. 2026--	530.00
27-58272	10-1066	OKLAHOMA CONTRACTOR'S SUPPL	2 MANUAL METER PUMPS	11/2026	0393635-IN	125.00
					DEPARTMENT TOTAL:	4,645.50
DEPARTMENT: 08.1		PUBLIC WORKS - ADMIN				
27-57639	10-005156	COX COMMUNICATIONS INC.	PHONE SERVICE	11/2026	20261031	402.26
27-58276	10-005321	AMAZON CAPITAL SERVICES, IN	WALL & DESK CALANDERS	11/2026	3440265	40.98
27-58246	10-0130	AMERICAN FIRE & SAFETY	ANNUAL FIRE INSPECTION	11/2026	133886	59.29
27-58172	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY QTR 2	11/2026	2ND QTR LIAB.	37.29
27-57263	10-3042	ACCURATE ENVIRONMENTAL	VOC'S	11/2026	IJ22030	816.00
					DEPARTMENT TOTAL:	1,355.82
DEPARTMENT: 08.3		PUBLIC WORKS - SANIT				
27-58276	10-005321	AMAZON CAPITAL SERVICES, IN	WALL & DESK CALANDERS	11/2026	3440265	10.00
27-58291	10-005321	AMAZON CAPITAL SERVICES, IN	COPYPAPER&ELECTRICTAPE	11/2026	8301828	73.99
27-57417	10-005350	FORCE PERSONNEL	TEMP HELP FOR SANITATION	11/2026	90681	2,904.06
27-58209	10-005703	FLOOR-TECH JANITORIAL	TOILET PAPER & PAPERTOWEL	11/2026	7830	65.00
27-57890	10-006290	STRADER BUILDING, INC.	REPAIR GARAGE	11/2026	12554	1,675.00
27-58036	10-0202	WASTE CONNECTIONS, INC	2ND QUARTER ROLLOFFS	11/2026	3953296V013	1,078.10
27-58310	10-0202	WASTE CONNECTIONS, INC	FALL 2026 CLEAN UP	11/2026	3953381V013	51,758.65
27-58288	10-0812	J & R EQUIPMENT LLC	ROLLER PADS FOR UNIT #89	11/2026	07003787	381.45
27-58172	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY QTR 2	11/2026	2ND QTR LIAB.	78.31
27-58132	10-1551	UNITED ENGINES, LLC	ALTERNATOR&CAMERA#89	11/2026	4158516	4,861.27
27-58267	10-4005	INLAND TRUCK PARTS & SERVIC	TRUCK LATCH ARM	11/2026	IN-2081590	448.50
27-58271	10-4005	INLAND TRUCK PARTS & SERVIC	LATCHBARBOLTONUNIT#89	11/2026	IN-2082328	575.79
27-58035	10-4208	OKLAHOMA CITY TREASURY	2NDQUARTER HAZARDOUS PROG	11/2026	101026	237.00
					DEPARTMENT TOTAL:	64,147.12

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08.4		PUBLIC WORKS - MAINT				
27-58172	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY QTR 2	11/2026	2ND QTR LIAB.	216.29
					DEPARTMENT TOTAL:	216.29
DEPARTMENT: 12.0		UTILITY - WATER PLANT				
27-57639	10-005156	COX COMMUNICATIONS INC.	PHONE SERVICE	11/2026	20261031	380.67
27-58276	10-005321	AMAZON CAPITAL SERVICES, IN	WALL & DESK CALANDERS	11/2026	3440265	30.00
27-58291	10-005321	AMAZON CAPITAL SERVICES, IN	COPYPAPER&ELECTRICTAPE	11/2026	8301828	44.97
27-58155	10-005672	PUMPS OF OKLAHOMA, INC	12/3RKEYPADPANE MOUNTKIT	11/2026	208799	244.05
27-58209	10-005703	FLOOR-TECH JANITORIAL	TOILET PAPER & PAPERTOWEL	11/2026	7830	135.00
27-58282	10-0091	BRENNTAG SOUTHWEST	BLEACH	11/2026	BSW739790	8,865.00
27-58172	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY QTR 2	11/2026	2ND QTR LIAB.	11,937.09
27-57576	10-1128	OK CITY WATER UTILITIES TRC	ROSSTIES	11/2026	20261110	16,426.55
27-57294	10-1402	PHILLIP STINCHCOMB LIVING T	WELL 26,27,215 LEASE	11/2026	SEPT LEASE 2026-	3,434.08
27-58261	10-2123	HOME DEPOT CREDIT SVCS	SUMP PUMP DRILL BITS	11/2026	029956/4433016	377.80
27-58319	10-2123	HOME DEPOT CREDIT SVCS	JIGSAWBLADES&PIPEFITTING	11/2026	006229/6420710	70.47
27-57292	10-2842	RONALD STINCHCOMB	WELL 26,27,215 LEASE	11/2026	SEPT LEASE 2026	3,434.08
27-58084	10-3042	ACCURATE ENVIRONMENTAL	3 MONO	11/2026	SU40916	570.00
					DEPARTMENT TOTAL:	45,949.76
DEPARTMENT: 12.1		UTILITY - WATER LINE				
27-57639	10-005156	COX COMMUNICATIONS INC.	PHONE SERVICE	11/2026	20261031	135.00
27-58274	10-005321	AMAZON CAPITAL SERVICES, IN	OFFICE CHAIR FOR UTILITIE	11/2026	0989836	79.99
27-58276	10-005321	AMAZON CAPITAL SERVICES, IN	WALL & DESK CALANDERS	11/2026	3440265	39.00
27-58291	10-005321	AMAZON CAPITAL SERVICES, IN	COPYPAPER&ELECTRICTAPE	11/2026	8301828	44.97
27-58244	10-005373	CARD SERVICES/P1	4 CHEST WADERS	11/2026	238543	358.40
27-58209	10-005703	FLOOR-TECH JANITORIAL	TOILET PAPER & PAPERTOWEL	11/2026	7830	128.75
27-58252	10-0130	AMERICAN FIRE & SAFETY	ANNUALFIREECTINGISHERINSP	11/2026	133884	59.29
27-58236	10-1066	OKLAHOMA CONTRACTOR'S SUPPL	CURBSTOPS	11/2026	0393567-IN	10,017.00
27-58172	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY QTR 2	11/2026	2ND QTR LIAB.	309.52
27-57559	10-1880	OKIE ONE-CALL SYSTEM, INC.	OKIE 811	11/2026	2026M0267	2,949.08
					DEPARTMENT TOTAL:	14,121.00

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 12.2		UTILITY - SEWER				
27-58240	10-004725	RUCKER ELECTRIC INCORPORATE	25TH SHANNON	11/2026	016879	1,177.93
27-57639	10-005156	COX COMMUNICATIONS INC.	PHONE SERVICE	11/2026	20261031	285.03
27-58276	10-005321	AMAZON CAPITAL SERVICES, IN	WALL & DESK CALANDERS	11/2026	3440265	29.00
27-58115	10-006228	NATIONAL TANK & EQUIPMENT L	23TH AND COLLEGE	11/2026	531173-0002	8,066.75
27-58158	10-006228	NATIONAL TANK & EQUIPMENT L	BATTERY-25/SHANNON	11/2026	536129-0001	450.00
27-58194	10-006228	NATIONAL TANK & EQUIPMENT L	DONALD LIFT STATION	11/2026	535992-0001	425.00
27-58253	10-0130	AMERICAN FIRE & SAFETY	ANNUALFIREECTINGISHERINSP	11/2026	133885	300.00
27-58256	10-0696	HAYNES EQUIPMENT CO INC	17TH DIVIS	11/2026	8133501	98.90
27-58172	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY QTR 2	11/2026	2ND QTR LIAB.	1,353.69
27-58280	10-1622	WESTLAKE ACE HARDWARE	GASKTS, MARKERS, WRENCH	11/2026	3505910	112.91
27-57297	10-1785	BETHANY-WARR ACRES PWA	SEWER PROCESSING	11/2026	OCT 2026 SEWER	193,273.21
27-58264	10-3434	W & W ELECTRIC MOTOR SVC	PUMP 2TH/SHANNON	11/2026	RI-1216	345.00
					DEPARTMENT TOTAL:	205,917.42
DEPARTMENT: 97.0		DEBT SERVICE				
27-57299	10-3436	BANCFIRST	2013 BOND	11/2026	20261201--	3,741.84
					DEPARTMENT TOTAL:	3,741.84
					FUND TOTAL:	446,233.12

BHT AGENDA: 11/17/2026
BHT ITEM: Consent 1 (A)

NOTICE: On Thursday, October 29, 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 the necessary accommodation.

BETHANY HOSPITAL TRUST MEETING

BETHANY CITY HALL

TUESDAY, NOVEMBER 3, 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
	Elizabeth Gray	City Manager
	Michael Vaughn	Finance Director
	Lesa LaMar	Deputy City Clerk
	(See Roster)	

Chairman Sandoval called the Bethany Hospital Trust meeting to order at 7:22 P.M.

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

A. APPROVAL OF MINUTES FROM OCTOBER 20, 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 Larsen to approve the consent docket. Yes votes: Ford, Triana, Larsen, Falkner,

Magirowsky, Powell, Smart, Sandoval, Plank. 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 NOVEMBER 17, 2026.**

Chairman Sandoval adjourned the Bethany Hospital Trust meeting at 7:22 P.M. until November 17, 2026.

_____ _____

CHAIRMAN SECRETARY

AGENDA: 11/17/2026
ITEM: Consent 1 (B)

BETHANY HOSPITAL TRUST

From: Michael Vaughn, Finance Director

Date: November 12, 2026

Subject: Claims list for the 11/17/2026 Bethany Hospital Trust Meeting

BETHANY HOSPITAL TRUST

FUND	AMOUNT
Bethany Hospital Trust	$ 7,726.85
TOTAL	$ 7,726.85

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	$ 1,259,222.07
Bethany Public Works Authority	$ 446,233.12
Bethany Hospital Trust	$ 7,726.85
Bethany Development Authority	$ -
TOTAL	$ 1,713,182.04

RECOMMENDATION

1. Approve claims as presented.



P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 99.0		TRANSFERS IN/OUT				
27-58172	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY QTR 2	11/2026	2ND QTR LIAB.	7,726.85
					DEPARTMENT TOTAL:	7,726.85
					FUND TOTAL:	7,726.85

BDA AGENDA: 11/17/2026
BDA ITEM: Consent 1 (A)

NOTICE: On Thursday, October 29, 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 the necessary accommodation.

BETHANY DEVELOPMENT AUTHORITY

BETHANY CITY HALL

TUESDAY, NOVEMBER 3, 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
	Elizabeth Gray	City Manager
	Michael Vaughn	Finance Director
	Lesa LaMar	Deputy City Clerk
	(See Roster)	

Chairman Sandoval called the Bethany Development Authority meeting to order at 7:22 P.M.

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

A. APPROVAL OF MINUTES FROM OCTOBER 20, 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: Magirowsky, Smart, Powell, Triana, Falkner, Larsen, Sandoval, Plank, 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 NOVEMBER 17, 2026.**

Chairman Sandoval adjourned the Bethany Development Authority meeting at 7:23 P.M. until November 17, 2026.

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CHAIRMAN SECRETARY

AGENDA: 11/17/2026
ITEM: Consent 1 (B)

BETHANY DEVELOPMENT AUTHORITY

From: Michael Vaughn, Finance Director

Date: November 12, 2026

Subject: Claims list for the 11/17/2026 Bethany Development Authority Meeting

BETHANY DEVELOPMENT AUTHORITY

FUND	AMOUNT
Bethany Development Authority	$ -
TOTAL	$ -

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	$ 1,259,222.07
Bethany Public Works Authority	$ 446,233.12
Bethany Hospital Trust	$ 7,726.85
Bethany Development Authority	$ -
TOTAL	$ 1,713,182.04

RECOMMENDATION

1. Approve claims as presented.

