
On Thursday, June 15, 2023, 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, JUNE 20, 2023
6:30 P.M.

BETHANY CITY HALL
6700 NW 36TH ST
BETHANY, OKLAHOMA



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

1. Call to Order
2. Invocation and Flag Salute
3. Consent Docket:
 - A. Approval of Minutes from the June 6, 2023, 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 2023 Schedule of Meetings Amendment 2.
 - D. Approval of FY 2024 Jail Services Agreement with the City of Yukon and authorize the mayor to sign the document on behalf of the City of Bethany.
4. Certificates of Recognition and Achievements
5. PUBLIC HEARING ITEM: Consideration and possible action regarding a special permission request by Brian Eisele, applicant and property owner, that will allow for the construction of a 1200 ft accessory structure at 3917 N Riverside Drive. (*Elizabeth Gray, City Manager*)
 - A. Presentation by staff and/or interested parties.

- B. Public Comment.
 - C. Possible action.
6. PUBLIC HEARING ITEM: Consideration and possible action regarding a special permission request by Jason Rios, applicant and property owner, that will allow for the construction of a 440 ft accessory structure at 2505 N Tropicana Avenue. *(Elizabeth Gray, City Manager)*
- A. Presentation by staff and/or interested parties.
 - B. Public Comment.
 - C. Possible action.
7. 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.)*
8. Consideration and possible approval of a lease between the City of Bethany and Bethany Public Schools for property at McFarland Park and authorize the mayor to sign the document on behalf of the City of Bethany. *(Ray Jones, City Attorney)*
9. Consideration and possible approval of a sublease between the City of Bethany and Southern Nazarene University for property at McFarland Park and authorize the mayor to sign the document on behalf of the City of Bethany. *(Ray Jones, City Attorney)*
10. Consideration and possible action to approve a Right of Way Access Agreement with Dobson Technologies for the use of the City of Bethany's right-of-way for the installation of fiber optic internet service. *(Ray Jones, City Attorney)*
11. Consideration and possible adoption of Resolution No. 1678 to execute Project Agreement for Job Piece Number 37928(04) for mill and overlay approaches and intersection of NW 23rd Street and Rockwell Avenue, by and between the City of Bethany and the Oklahoma Department of Transportation. *(Elizabeth Gray, City Manager)*
12. Consideration and possible approval of Oklahoma Municipal Assurance Group (OMAG) Workers' Compensation Plan for FY 2024 and direction on whether or not to apply escrow balance of \$1,607.00 towards the 2023-2024 renewal premium. *(Elizabeth Gray, City Manager)*
13. Appointment of Municipal Judge per Article V, Section 5-2 of the Bethany Charter. *(Elizabeth Gray, City Manager)*
14. Executive session pursuant to 25 O.S. § 307 (B) (1) to discuss the appointment of the City Attorney.
- A. Enter Executive Session
 - B. Exit Executive Session

15. Appointment of City Attorney per Article V, Section 5-2 of the Bethany Charter. *(Elizabeth Gray, City Manager)*
16. Consideration and possible action to approve Retainer Agreement for Professional and Legal Services with Robert Ray Jones, Jr. *(Ray Jones, City Attorney)*
17. 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”).*
18. City Attorney’s Report.
19. City Manager’s Report.
 - A. Finance Report.
20. Mayor and Council Members comments and suggestions.
21. Adjourn until July 5, 2023.

BETHANY PUBLIC WORKS AUTHORITY

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 - C. Approval of 2023 Schedule of Meetings Amendment 2.
2. New Business *(As defined by the Oklahoma Open Meeting Act § 311 (A) (9) as “matters not known about or which could not have reasonably been foreseen prior to the time of posting the agenda”).*
3. Adjourn until July 5, 2023.

BETHANY HOSPITAL TRUST

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BETHANY DEVELOPMENT AUTHORITY

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3. Adjourn until July 5, 2023.

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.)

NOTICE: On Thursday, June 1, 2023, at or before 4:59 p.m., agenda was posted at the front doors of City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: cityofbethany.org. The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

BETHANY CITY COUNCIL MEETING

BETHANY CITY HALL

TUESDAY, JUNE 6, 2023

6:30 P.M.

MEMBERS PRESENT:	Nikki Lloyd	Mayor
	Brian Magirowsky	Vice-Mayor
	Steve Palmer	Council Member
	Chris Powell	Council Member
	Jeff Knapp	Council Member
	Marilyn McPhail	Council Member
	Kathy Larsen	Council Member
	Ken Smart	Council Member
MEMBERS ABSENT:	Peter Plank	Council Member
OTHERS PRESENT:	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	(See Roster)	

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

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

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

The Invocation was given by Council Member Larsen.

The Flag Salute was conducted by Mayor Lloyd.

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

- A. **APPROVAL OF MINUTES FROM THE MAY 16, 2023, 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.**
- C. **APPROVAL TO RENEW RADIO SYSTEM LICENSE AGREEMENT WITH THE CITY OF OKLAHOMA CITY FOR FY 2024 AND AUTHORIZE THE MAYOR TO SIGN THE DOCUMENT ON BEHALF OF THE CITY OF BETHANY.**
- D. **APPROVAL OF FY 2024 FIRE EQUIPMENT AGREEMENT WITH THE OKLAHOMA COUNTY BOARD OF COMMISSIONERS AND AUTHORIZE THE MAYOR TO SIGN THE DOCUMENT ON BEHALF OF THE CITY OF BETHANY.**
- E. **APPROVAL TO RENEW HAZARDOUS WASTE INTER-GOVERNMENT AGREEMENT WITH THE CITY OF OKLAHOMA CITY AND AUTHORIZE THE MAYOR TO SIGN A LETTER REQUESTING RENEWAL OF THE AGREEMENT FOR FY 2024.**

Motion was made and amended by Vice-Mayor Magirowsky, seconded by Council Member Larsen to approve the consent docket. Yes votes: Knapp Palmer, Larsen, Smart, Lloyd, Magirowsky, Powell, McPhail. No votes: None. Motion approved.

ITEM NO. 4 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. 5 on the agenda was **CONSIDERATION AND POSSIBLE ACTION TO ACCEPT THE FINAL PLAT OF BETHANY VILLAGE AND THE DEDICATION OF PUBLIC EASEMENTS AND RIGHTS-OF-WAYS. (ELIZABETH GRAY, CITY MANAGER)**

City Manager Gray reported that Planning and Zoning had a unanimous vote in favor of this item.

A motion was made by Council Member Palmer, seconded by Vice-Mayor Magirowsky to accept the final plat of Bethany Village and the dedication of public easements and rights-of-ways. Yes votes: Knapp, Lloyd, Powell, Magirowsky, Larsen, Palmer, McPhail, Smart. Abstain: No votes: None. Motion approved.

ITEM NO. 6 on the agenda was **CONSIDERATION AND POSSIBLE ADOPTION OF RESOLUTION NO. 1677, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BETHANY, OKLAHOMA, APPROVING THE MAYOR'S RE-APPOINTMENT OF BRIAN ROONEY TO THE BETHANY ECONOMIC DEVELOPMENT AUTHORITY FOR A TERM)**

A motion was made by Vice-Mayor Magirowsky, seconded by Council Member Palmer to approve Resolution No. 1677 approving the Mayor's reappointment of Brian Rooney to the Bethany Economic Development Authority for a term expiring June 6, 2028. Yes votes: Magirowsky, Lloyd, Knapp, Larsen, Smart, Palmer, McPhail, Powell. No votes: None. Motion approved.

ITEM NO. 7 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL TO AWARD PROPOSAL FOR ANNUAL FINANCIAL AUDIT SERVICES TO ARLEDGE CERTIFIED PUBLIC ACCOUNTANTS, APPROVE ENGAGEMENT LETTER AND AUTHORIZE THE MAYOR TO SIGN THE DOCUMENT ON BEHALF OF THE CITY OF BETHANY. (MICHAEL VAUGHN, FINANCE DIRECTOR)**

A motion was made by Vice-Mayor Magirowsky, seconded by Council Member Smart to award proposal for the annual financial audit services to Arledge Certified Public Accountants and approve engagement letter and authorize the Mayor to sign the document on behalf of the City of Bethany. Yes votes: Magirowsky, Lloyd, Knapp, Larsen, Smart, Palmer, McPhail, Powell. No votes: None. Motion approved.

ITEM NO. 8 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL TO ADVERTISE FOR BIDS FOR THE ARPA WATER METER AUTOMATION PROJECT. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Council Member Larsen, seconded by Council Member Smart to approve advertisement for bids for the ARPA Water Meter Automation Project. Yes votes: Magirowsky, Lloyd, Knapp, Larsen, Smart, Palmer, McPhail, Powell. No votes: None. Motion approved.

ITEM NO. 9 on the agenda was the **APPOINTMENT OF VICE MAYOR FOR FY 2024 PER ARTICLE II, SECTION 2-4 OF THE BETHANY CHARTER. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Mayor Lloyd, seconded by Vice-Mayor Magirowsky to nominate Council Member Knapp for Fy-2024 Vice Mayor. Yes votes: Magirowsky, Lloyd, Larsen, Smart, Palmer, McPhail, Powell. Abstain votes: Knapp. No votes: None. Motion approved.

ITEM NO. 10 on the agenda was **EXECUTIVE SESSION: CONFIDENTIAL COMMUNICATIONS BETWEEN CITY COUNCIL AND CITY ATTORNEY PURSUANT TO 25 O.S. § 307 (B) (4) CONCERNING OKLAHOMA COUNTY CASES CJ-2023-2817 AND CJ-2023-2816 UNDER ADVICE OF CITY ATTORNEY THAT DISCLOSURE WILL SERIOUSLY IMPAIR THE ABILITY OF THE CITY COUNCIL TO CONDUCT LITIGATION IN THE PUBLIC INTEREST. (RAY JONES, CITY ATTORNEY)**

A. ENTER INTO EXECUTIVE SESSION

A motion was made by Vice-Mayor Magirowsky, seconded by Council Member Smart to enter executive session at 6:38 p.m. Yes votes: Larsen, McPhail, Lloyd, Magirowsky, Knapp, Powell, Smart, Palmer. No votes: None. Motion approved.

B EXIT EXECUTIVE SESSION.

A motion was made by Vice-Mayor Magirowsky, seconded by Council Member Larsen to exit executive session at 7:02 p.m. Yes votes: Larsen, McPhail, Lloyd, Magirowsky, Knapp, Powell, Smart, Palmer. No votes: None. Motion approved.

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

None

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

None

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

City Manager Gray reported the following:

June 8th-11th is the free city-wide yard sale

October 2nd is the next Bulk Trash pickup. Pick up will begin on the south side of town.

November 11th is free landfill day from 7:00 a.m. until noon at 7600 SW 15th Street, OKC.

July 1st- Freedom Festival – Parade- 10:00 a.m. – Fireworks 9:55 p.m.

City offices will be closed Tuesday, July 4th. The trash makeup day is Wednesday, July 5th.

The first Tuesday of July council meeting will be held July 5th at 6:30 p.m.

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

Each Council Member was given the opportunity to comment.

ITEM NO. 15 on the agenda was **ADJOURN UNTIL JUNE 20, 2023.**

Mayor Lloyd adjourned the Bethany City Council meeting at 7:11 P.M.

MAYOR

CITY CLERK

BETHANY CITY COUNCIL

From: Michael Vaughn, Finance Director
Date: June 15, 2023
Subject: Claims List for the 06/20/2023 City Council Meeting

GENERAL OPERATIONS FUND

FUND	AMOUNT
General Operation Fund	\$178,417.46
Public Safety	\$896.89
Capital Improvement Fund	\$86,484.17
Federal Grant Fund	\$144,000.00
2022A GO Bond	\$31,892.00
Municipal Court Fund	\$8,279.40
TOTAL	\$449,969.92

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$449,969.92
Bethany Public Works Authority	\$210,260.17
Bethany Hospital Trust	\$0.00
Bethany Development Authority	\$8,000.00
TOTAL	\$668,230.09

RECOMMENDATION

1. Approve the claims as presented.



FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A NON-DEPARTMENTAL						
23-47777	10-005216	PERDUE BRANDON FIELDER COLL	MAY 2023 COLLECTION RPT	6/2023	2023 MAY	3,494.43
DEPARTMENT TOTAL:						3,494.43
DEPARTMENT: 01.0 MANAGEMENT						
23-45036	10-004660	MOTHER NATURE'S INC.	PEST CONTROL	6/2023	1380765	45.00
23-45189	10-004660	MOTHER NATURE'S INC.	INSIDE PEST CONTROL	6/2023	1380759	75.00
23-45341	10-005156	COX COMMUNICATIONS INC.	MONTHLY SERVICE	6/2023	20230531	1,442.00
23-45620	10-005373	CARD SERVICES/PI	BUSINESS ADV. LICENSE	6/2023	E0300NNP1N	517.91
23-46937	10-005373	CARD SERVICES/PI	AZURE MICROSOFT	6/2023	E0300NOPB2	42.00
23-47112	10-005373	CARD SERVICES/PI	EMPLOYMNT ADS INDEED	6/2023	79211119	248.09
23-47781	10-005373	CARD SERVICES/PI	DIGITAL TRANSMITTER	6/2023	2275405	28.99
23-47863	10-005539	CENTER FOR ECONOMIC DEVELOP	TIF ATTORNEY	6/2023	20230531	687.50
23-45060	10-005851	LYTLE, SOULE' & FELTY, P.C.	ATTORNEY SVS	6/2023	201289	10,073.20
23-45040	10-1063	OG&E	MONTHLY SVS	6/2023	20230602	1,790.03
23-47861	10-1085	OKLAHOMA MUNICIPAL ASSURAN	WORKER'S COMP	6/2023	20230701	85.55
23-47810	10-1261	RED ROCK PETRO	4500 UNLEAD & 3500 DIESEL	6/2023	1440833	123.50
23-47560	10-1530	THE TRIBUNE	DEBT SERVICE PUBLICATION	6/2023	MAY 2023	229.92
23-45506	10-2274	OZARKA WATER COMPANY	MONTHLY RENTAL & WATER	6/2023	0959934	35.44
23-45039	10-2448	MARGARET MCMORROW-LOVE	ATTORNEY SVS	6/2023	MAY-2023	2,152.50
23-45646	10-3196	IMAGENET CONSULTING, LLC	MANAGED IT	6/2023	INV583916	5,957.50
23-47888	10-4310	AMERIFLEX	FSA ADMIN FEE MAY 2023	6/2023	INV629333	180.20
DEPARTMENT TOTAL:						23,714.33
DEPARTMENT: 02.0 FINANCE						
23-47828	10-005924	ADMIRAL EXPRESS, LLC	OFFICE SUPPLIES	6/2023	2396339-0	37.55
23-47861	10-1085	OKLAHOMA MUNICIPAL ASSURAN	WORKER'S COMP	6/2023	20230701	85.52
23-47761	10-4352	MCBRIDE CLINIC	DRUG SCREENS	6/2023	MAY 2023-	32.00
DEPARTMENT TOTAL:						155.07
DEPARTMENT: 03.0 COURT						
23-45341	10-005156	COX COMMUNICATIONS INC.	MONTHLY SERVICE	6/2023	20230531	434.93
23-47817	10-005971	MICHAEL VAUGHN	OVERNIGHT TO STACI	6/2023	20230607	28.75
23-45040	10-1063	OG&E	MONTHLY SVS	6/2023	20230602	2,735.41
23-47861	10-1085	OKLAHOMA MUNICIPAL ASSURAN	WORKER'S COMP	6/2023	20230701	171.10
23-47742	10-1922	ADAMS WINDOW TINTING LLC	DURANGO WINDOW TINT	6/2023	12020	80.00
23-45006	10-2274	OZARKA WATER COMPANY	MAY 2023 WATER	6/2023	153821,33788567	25.44
23-44995	10-3342	JANI-KING OF OKLAHOMA, INC.	JUNE 2023 JANITORIAL	6/2023	OKC06230122	640.66
DEPARTMENT TOTAL:						4,116.29

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 05.0		POLICE				
23-47753	10-004536	APPLIED CONCEPTS, INC.	Radar Repair	6/2023	420410	210.75
23-45086	10-004660	MOTHER NATURE'S INC.	Yearly Treatment	6/2023	1380758	60.00
23-47450	10-004747	NATIONAL PRODUCTS, INC.	Computer Mount	6/2023	23-196685	121.54
23-45318	10-004789	TRADS, INC	Monthly Usage	6/2023	5-31-2023	75.00
23-45341	10-005156	COX COMMUNICATIONS INC.	MONTHLY SERVICE	6/2023	20230531	1,335.54
23-47737	10-005373	CARD SERVICES/Pl	Magnetic White Board	6/2023	6-12-2023	103.98
23-47839	10-005373	CARD SERVICES/Pl	Fly Traps for AC	6/2023	7743458	103.95
23-47853	10-005373	CARD SERVICES/Pl	Pressure Washers for AC	6/2023	20230612--	159.96
23-47855	10-005373	CARD SERVICES/Pl	Jail Food	6/2023	20230612	51.22
23-45119	10-005634	INNOVATIVE SECURITY OF OKLA	Monitoring Fee	6/2023	636852	19.95
23-47671	10-005687	SUNDANCE OFFICE SUPPLY, INC	Envelopes and Cards	6/2023	513631	265.00
23-46306	10-005929	WEX BANK	Irby Motor School Fuel	6/2023	20230606	40.13
23-47418	10-0225	GENUINE PARTS	battery unit 18-002	6/2023	7092-032161	129.97
23-47685	10-0225	GENUINE PARTS	battery for unit 12-131	6/2023	7092-034419	129.97
23-47764	10-0225	GENUINE PARTS	AC Truck Battery	6/2023	7092-035077	129.97
23-47790	10-0225	GENUINE PARTS	Alternator	6/2023	7092-035378	207.30
23-45619	10-0465	OK DEPT OF PUBLIC SAFETY	Monthly OLETS Access	6/2023	LET-010442	970.00
23-47475	10-0980	MOTOROLA SOLUTIONS, INC.	Red Hat Yearly Maint	6/2023	1187099999	1,720.00
23-45040	10-1063	OG&E	MONTHLY SVS	6/2023	20230602	79.70
23-47861	10-1085	OKLAHOMA MUNICIPAL ASSURANC	WORKER'S COMP	6/2023	20230701	30,711.64
23-47810	10-1261	RED ROCK PETRO	4500 UNLEAD & 3500 DIESEL	6/2023	1440833	6,916.12
23-47741	10-1509	TOM'S SPEEDY LOCK & KEY SER	Firing Range Keys	6/2023	69407	8.25
23-47647	10-1689	CHICKASAW TELECOM, INC.	Update Voicemails	6/2023	60454	370.00
23-47580	10-1726	BETHANY COUNTRY STORE	Dog Food	6/2023	20230513	225.00
23-47725	10-1726	BETHANY COUNTRY STORE	Cat Litter	6/2023	20230525	195.00
23-46562	10-1771	ADVENTURE OUT	Unit 110	6/2023	555288	170.00
23-47710	10-1771	ADVENTURE OUT	20-009 CAGE	6/2023	555286	595.00
23-47711	10-1771	ADVENTURE OUT	20-003 INSTALL/REPAIR	6/2023	555287	625.00
23-45102	10-2274	OZARKA WATER COMPANY	Rental and Water	6/2023	0959960	44.89
23-45103	10-2274	OZARKA WATER COMPANY	Rental and Water	6/2023	070207	13.99
23-45192	10-2442	SUMNERONE, INC.	Kyocera	6/2023	3596388	287.10
23-46080	10-2697	AUTOZONE	Auto Parts	6/2023	0501118366	7.39
23-47738	10-2697	AUTOZONE	Unit 12-107	6/2023	0501114964	58.40
23-45090	10-3084	UTILITY DATA SERVICES, INC.	Yearly Fee's	6/2023	103686	12.50
23-47699	10-3098	TS HEAT AND AIR INC	Booking Room A/C	6/2023	20897338	160.00
23-45087	10-3342	JANI-KING OF OKLAHOMA, INC.	Yearly Cleaning	6/2023	OKC06230121	1,774.66
23-47686	10-3415	SPECIAL-OPS UNIFORMS, INC.	Sanchez Uniforms	6/2023	339927	692.74
23-47761	10-4352	MCBRIDE CLINIC	DRUG SCREENS	6/2023	MAY 2023-	64.00
23-45115	10-4388	ISG TECHNOLOGY, LLC	Security Yearly	6/2023	MSP345740	1,204.00
DEPARTMENT TOTAL:						50,049.61

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 06.0		FIRE				
23-45341	10-005156	COX COMMUNICATIONS INC.	MONTHLY SERVICE	6/2023	20230531	686.94
23-47770	10-005373	CARD SERVICES/P1	REPLACEMENT MATTRESSES	6/2023	06/02/2023	3,600.00
23-47783	10-005829	RUSH TRUCK CENTER, OKLAHOMA	REPAIRS TO ENGINE-1	6/2023	30328769456	8,347.53
23-47534	10-005916	LEXIPOL	ONLINE FIRE/EMS TRAINING	6/2023	INVPR116819	1,539.85
23-47752	10-006047	CAVIN WRECKER SERVICE	TOWING OF E-1	6/2023	23-32487	350.00
23-47862	10-006047	CAVIN WRECKER SERVICE	TOWING OF E-2	6/2023	23-32590	350.00
23-47782	10-0143	ASSESSMENT, INC.	PSYCHOLOGICAL EVAL	6/2023	5673	600.00
23-47535	10-0336	CASCO INDUSTRIES	HELMET/SHIELDS/LINERS	6/2023	251999	852.00
23-47861	10-1085	OKLAHOMA MUNICIPAL ASSURANCE	WORKER'S COMP	6/2023	20230701	22,242.42
23-47810	10-1261	RED ROCK PETRO	4500 UNLEAD & 3500 DIESEL	6/2023	1440833	1,552.44
23-47811	10-1622	WESTLAKE ACE HARDWARE	WEED TRIMMER LINE AND D B	6/2023	3503530	62.97
23-47887	10-4251	SAM'S CLUB DIRECT FD	JANITORAL SUPPLIES	6/2023	20230615	387.48
23-47889	10-4251	SAM'S CLUB DIRECT FD	OFFICE SUPPLIES	6/2023	20230615-	724.28
23-47768	10-4279	C.O.P.S. PRODUCTS LLC	UNIFORM POLOS/SHORTS	6/2023	202303375	172.96
DEPARTMENT TOTAL:						41,468.87
DEPARTMENT: 07.0		COMMUNITY DEV				
23-47797	10-005373	CARD SERVICES/P1	PORTABLE RR FOR TRIPLE TO	6/2023	37188	350.00
23-45890	10-005689	CHALLENGER LANDSCAPING AND	ABATEMENT 7204 NW 43RD	6/2023	6701 NW 24TH	250.00
23-47846	10-005689	CHALLENGER LANDSCAPING AND	COVER ABATEMENTS	6/2023	2317 N HAMMOND	600.00
23-47877	10-005694	REVIZE, LLC	YRLY FEE FOR WEBSITE	6/2023	15829	3,900.00
23-47619	10-005843	DPM GROUP LLC	DER VEH NOV FORMS	6/2023	218047	97.01
23-47861	10-1085	OKLAHOMA MUNICIPAL ASSURANCE	WORKER'S COMP	6/2023	20230701	171.10
23-47810	10-1261	RED ROCK PETRO	4500 UNLEAD & 3500 DIESEL	6/2023	1440833	617.51
23-47736	10-1530	THE TRIBUNE	PUBLICATIONS	6/2023	20230602	231.50
23-47794	10-2660	ODEQ WATER QUALITY DIV	STORMWATER PERMIT	6/2023	23051790004	748.11
23-47827	10-3348	COUNTY CLERK OKLA COUNTY	ABATEMENT LIEN/RELEASE	6/2023	20230608	18.00
23-47858	10-3348	COUNTY CLERK OKLA COUNTY	ABATEMENT LIEN	6/2023	JUNE 2	18.00
23-47859	10-3348	COUNTY CLERK OKLA COUNTY	ABATEMENT LIEN	6/2023	20230612	18.00
23-47820	10-4215	OKLAHOMA CODE ENFORCEMENT	AOCEA YRLY MBRSHIP	6/2023	MILLER	50.00
DEPARTMENT TOTAL:						7,069.23

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08.1		PUBLIC WORKS - ADMIN				
23-45341	10-005156	COX COMMUNICATIONS INC.	MONTHLY SERVICE	6/2023	20230531	453.43
23-47722	10-1063	OG&E	MONTHLY SERVICE	6/2023	20230612	211.17
23-47861	10-1085	OKLAHOMA MUNICIPAL ASSURANC	WORKER'S COMP	6/2023	20230701	85.55
23-47761	10-4352	MCBRIDE CLINIC	DRUG SCREENS	6/2023	MAY 2023-	32.00
DEPARTMENT TOTAL:						782.15
DEPARTMENT: 08.2		PUBLIC WORKS - STREETS				
23-47793	10-0007	A-1 LAWN MOWER SHOP INC	WEED EATER PARTS	6/2023	18128	97.20
23-45068	10-004688	SIGNALTEK, INC.	MAINTENCE AGREEMENT	6/2023	0623-1807	480.00
23-47493	10-004688	SIGNALTEK, INC.	23 AND ROCKWELL	6/2023	1807B0623	1,300.95
23-47558	10-004688	SIGNALTEK, INC.	39TH & COUNCIL/FLASHING	6/2023	1807A0623	292.50
23-45341	10-005156	COX COMMUNICATIONS INC.	MONTHLY SERVICE	6/2023	20230531	447.71
23-47727	10-005373	CARD SERVICES/P1	PENS & UNDERLAYMENT	6/2023	9477047	69.99
23-45040	10-1063	OG&E	MONTHLY SVS	6/2023	20230602	14,380.66
23-47861	10-1085	OKLAHOMA MUNICIPAL ASSURANC	WORKER'S COMP	6/2023	20230701	10,094.63
23-47810	10-1261	RED ROCK PETRO	4500 UNLEAD & 3500 DIESEL	6/2023	1440833	2,540.46
23-47850	10-1350	SMITH FARM & GARDEN	OIL FILTER FOR LAWN MOWER	6/2023	136895	33.98
23-47766	10-2123	HOME DEPOT CREDIT SVCS	POLES PUTTING UP SIGNS	6/2023	001733/0014225	159.88
23-47715	10-4255	CRAFCO, INC	GLASS BEADS FOR PAINTING	6/2023	9402934703	350.00
DEPARTMENT TOTAL:						30,247.96
DEPARTMENT: 08.4		PUBLIC WORKS - MAINT				
23-47861	10-1085	OKLAHOMA MUNICIPAL ASSURANC	WORKER'S COMP	6/2023	20230701	171.10
23-47810	10-1261	RED ROCK PETRO	4500 UNLEAD & 3500 DIESEL	6/2023	1440833	300.00
DEPARTMENT TOTAL:						471.10
DEPARTMENT: 08.5		PUBLIC WORKS - PARKS				
23-47771	10-004405	THOMAS SEYMOUR	BATTERIES & AMP METER	6/2023	20230527	64.52
23-47678	10-004985	B & B ELECTRIC	POOL ELECTRIC MOTOR	6/2023	17277	1,609.00
23-47691	10-005005	BRONCO EQUIPMENT RENTAL &	STHROTTLER FOR BOBCAT	6/2023	858789-0001	64.95
23-45341	10-005156	COX COMMUNICATIONS INC.	MONTHLY SERVICE	6/2023	20230531	335.68
23-47636	10-005350	FORCE PERSONNEL	TEMP HELP FOR PARKS	6/2023	74281	5,119.80
23-47796	10-005373	CARD SERVICES/P1	PENS,COPYPAPER,HANDSOAP	6/2023	0826640	17.98
23-47653	10-005663	MOON CHEMICAL PRODUCTS, INC	CHEMICAL FOR POOL	6/2023	30326	1,356.25
23-47762	10-0324	CENTRAL POWER EQUIP. INC	WEEDEATER SUPPLIES	6/2023	328152	179.72
23-47801	10-0324	CENTRAL POWER EQUIP. INC	BLADES FOR LAWN MOWER	6/2023	328328	80.97
23-47826	10-0324	CENTRAL POWER EQUIP. INC	3 BLADES FOR Z TURN	6/2023	328444	80.97
23-47702	10-0668	HAYES ELECTRIC	ELECTRICAL OUTLET	6/2023	985550	127.82
23-47795	10-0883	LOCKE SUPPLY CO.	WATER REGULATOR/POOL PUMP	6/2023	49643566-00	41.48
23-45040	10-1063	OG&E	MONTHLY SVS	6/2023	20230602	1,550.49
23-47861	10-1085	OKLAHOMA MUNICIPAL ASSURANC	WORKER'S COMP	6/2023	20230701	2,737.53
23-47810	10-1261	RED ROCK PETRO	4500 UNLEAD & 3500 DIESEL	6/2023	1440833	1,532.58
23-47813	10-1692	CENTRAL OKLA WINNELSON	WATERCOOLERREGULATOR	6/2023	086954 01	71.93
23-47747	10-2123	HOME DEPOT CREDIT SVCS	MACRORY PARK LETTERS	6/2023	031343/1022746	137.36
23-47611	10-2369	STAN'S PLUMBING INC	HOT WATER TANK LEAK	6/2023	19244	284.39

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08.5		PUBLIC WORKS - PARKS				
23-47842	10-3434	W & W ELECTRIC MOTOR SVC	DX & REPAIR POOL PUMP	6/2023	1907	1,455.00
DEPARTMENT TOTAL:						16,848.42
FUND TOTAL:						178,417.46

FUND: 021- PUBLIC SAFETY FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 99.0		NON-DEPARTMENTAL				
23-46537	10-004789	TRADS, INC	APR 2023 TLO BILL	6/2023	20230531	170.00
23-47658	10-006107	TROY INDUSTRIES, INCL	7 Sites for Rifles	6/2023	726.79	726.89
DEPARTMENT TOTAL:						896.89
FUND TOTAL:						896.89

FUND: 031- CAPITAL IMPROVE PROJECTS

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		PROJECTS >\$25,000				
23-47865	10-005900	TEIM DESIGN GROUP, PLLC	CRSAA MILL OVRLAY ROCKWEL	6/2023	12057	2,400.00
23-45195	10-006027	PNC EQUIPMENT FINANCE	FIRE TRUCK	6/2023	1719651	84,084.17
DEPARTMENT TOTAL:						86,484.17
FUND TOTAL:						86,484.17

FUND: 035- FEDERAL GRANT FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
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DEPARTMENT: 42.0 Autometed Meter Project

23-46995	10-005900	TEIM DESIGN GROUP, PLLC	ARPA METER AUTOMATION	6/2023	12059	144,000.00
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DEPARTMENT TOTAL: 144,000.00

FUND TOTAL: 144,000.00

FUND: 045- 2022A GO BOND ISSUE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		Projects				
23-47254	10-005900	TEIM DESIGN GROUP, PLLC	NW 30 ROCKWELL TO PENIEL	6/2023	12063	4,560.00
23-47255	10-005900	TEIM DESIGN GROUP, PLLC	MUELLER-NW 44 TO NW 50	6/2023	12062	3,624.00
23-47256	10-005900	TEIM DESIGN GROUP, PLLC	DIVIS-NW 36 TO NW 39TH	6/2023	12061	2,570.00
23-47257	10-005900	TEIM DESIGN GROUP, PLLC	PENIEL-NW 25 TO NW 30TH	6/2023	12060	2,174.00
23-47384	10-005900	TEIM DESIGN GROUP, PLLC	PROP 1-A&B SIGNALIZATION	6/2023	12058	15,000.00
23-47386	10-005900	TEIM DESIGN GROUP, PLLC	PROP 3B POLICE DEPT	6/2023	12056	3,964.00
					DEPARTMENT TOTAL:	31,892.00
					FUND TOTAL:	31,892.00

FUND: 072- MUNICIPAL COURT FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A		NON-DEPARTMENTAL				
23-47773	10-1869	CLEET	MAY 2023 CLEET REPORT	6/2023	2023 MAY	2,857.46
23-47774	10-1970	OSBI	MAY 2023 AFIS REPORT	6/2023	2023 MAY	2,746.44
23-47775	10-1970	OSBI	MAY 2023 FORENSIC RPT	6/2023	MAY 2023	2,650.50
23-47776	10-4235	OKLA BUREAU OF NARCOTICS	MAY 2023 OBN REPORT	6/2023	MAY 2023	25.00
DEPARTMENT TOTAL:						8,279.40
FUND TOTAL:						8,279.40

BETHANY CITY COUNCIL

From: Elizabeth A. Gray, City Manager
Date: June 12, 2023
Subject: Approval of 2023 Calendar Year-Amendment 2 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. City Council approved the 2023 Calendar Year Schedule of Regular Meetings on 11/15/2022.

Ordinance No. 2044 was passed on 03/07/2023 changing the meeting times of regular meeting to 6:30 p.m. beginning the April 18, 2023 meeting. Following its passage, Amendment 1 was approved.

When Amendment 1 was approved, the July 5 Regular meeting noted at the bottom of the schedule (***) was overlooked and not changed. This Amendment 2 changes the time of the July 5, 2023 regular meeting to 6:30 p.m.

§ 30.01 REGULAR MEETINGS.

(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.

The attached amended schedule provides the required notice.

RECOMMENDATION

1. Approval of 2023 Calendar Year-Amendment 2 Schedule of Regular Meetin
as presented.

ADDITIONAL COMMENTS



2023 CALENDAR YEAR-AMENDMENT 2

SCHEDULE OF REGULAR MEETINGS OKLAHOMA OPEN MEETING LAW REQUIREMENTS

MEETING	DATE	TIME	LOCATION
City Council*	1 st and 3 rd Tuesday of each month**	6:30 P.M.	City Hall 6700 NW 36 th Street
Bethany Public Works Authority*	1 st and 3 rd Tuesday of each month**	6:30 P.M.	City Hall 6700 NW 36 th Street
Bethany Hospital Trust*	1 st and 3 rd Tuesday of each month**	6:30 P.M.	City Hall 6700 NW 36 th Street
Bethany Development Authority*	1 st and 3 rd Tuesday of each month**	6:30 P.M.	City Hall 6700 NW 36 th Street
Board of Adjustment	2 nd Thursday of each month	6:15 P.M.	City Hall 6700 NW 36 th Street
Planning & Zoning Commission	1 st and 3 rd Thursday of each month	7:00 P.M.	City Hall 6700 NW 36 th Street
Bethany Economic Development Authority	2 nd and 4 th Thursday of each month	11:45 A.M.	City Hall 6700 NW 36 th 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. *(City Council passed Ordinance No. 2044 on 03/07/2023, changing the time of regular council meetings to 6:30 p.m. beginning with the April 18, 2023, regular council meeting)*

** The first regular meeting in July 2023 will be on Wednesday, July 5 at 6:30 p.m. at Bethany City Hall.

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 _____, 2023.

Signed: _____ Title: _____

Agenda: 06/20/2023

Item: 3 (D)

BETHANY CITY COUNCIL

From: Elizabeth A. Gray, City Manager
Date: June 30, 2022
Subject: Renewal of Interlocal Agreement between City of Yukon and City of Bethany for Jail Services for FY2023

BACKGROUND

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

RECOMMENDATION

1. Approve Interlocal Governmental Cooperation Agreement between the City of Yukon and the City of Bethany for jail services for FY 2024.

ADDITIONAL COMMENTS

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

INTERLOCAL GOVERNMENT AL COOPERATION AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2023 by and between the City of Yukon, Oklahoma, hereinafter referred to as "Yukon", and the City of Bethany, hereinafter referred to as "Bethany" the respective governing body of each such entity by appropriate action witnesseth:

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

WHEREAS, Bethany has a limited municipal jail facility; and

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

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

L TERMS OF AGREEMENT

The terms of this agreement shall be from July 1, 2023 to June 30, 2024, and renewable thereafter on a year-to-year basis at the option of the parties. Either party may terminate this agreement upon thirty (30) days written notice to the other party. And, yearly during the month of June, the Chief of Police for the City of Yukon and the Chief of Police for the City of Bethany will meet to review the contract and the services and make those recommendations to their respective governing bodies concerning any revisions deemed necessary.

H. STATEMENT OF SERVICES

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

III. YUKON RESPONSIBLE FOR SAFE AND SECURE CUSTODY

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

IV. BETHANY RESPONSIBLE FOR RECORDS

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

V. BASIC MEDICAL CARE

Yukon agrees to provide basic medical care to said prisoner, which shall include sick call and self-care, defined as the care of any condition which can be treated by the prisoner himself. This may include such over-the-counter type of medications as may be approved by the jail supervisor. Basic medical care also includes care of any condition which requires immediate assistance by a person trained in first aid procedures.

The cost of hospitalization, prescription medication, surgical, and dental care shall be borne by the City of Bethany. Failure on part of Bethany to provide any required medical treatment prior

to incarceration shall provide sufficient basis for Yukon to refuse said prisoner admittance to said jail facility under the terms of this agreement.

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

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

VI. COST PER DAY

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

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

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

VII. BILLING PERIOD

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

VIII. RECORDS AND PERSONNEL

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

IX. HOLD HARMLESS CLAUSE

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

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

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

APPROVED this _____ day of _____, 2023, by the City of Yukon.

THE CITY OF YUKON

Shelli Selby, Mayor

ATTEST:

CITY CLERK

APPROVED this _____ day of _____, 2023, by the City of Bethany

THE CITY OF BETHANY

Nikki Lloyd, Mayor

ATTEST:

CITY CLERK

BETHANY CITY COUNCIL

From: Amanda McCellon, Comm. Dev. Director
Date: June 5, 2023
Subject: Consider a request by Brian Eisele, Applicant and property owner for special permission that will allow for the construction of a 1,200 ft² accessory structure at 3917 N. Riverside Drive.

BACKGROUND

Attached are the minutes and staff report from the Planning and Zoning Commission meeting of June 1, 2023. Motion was made by Steve Marx, seconded by Kent Lynn to recommend approving the special permission request at 3917 N. Riverside Dr., and require applicant to meet the setbacks. The votes are as follows: AYE- Charles Snyder, Kent Lynn, Robert Helton, Steve Marx. NAY- None. ABSTAIN- None. The motion carried unanimously 4 – 0.

RECOMMENDATION

1. Recommend approving the special permission request at 3917 N. Riverside Dr. and require applicant to meet the setbacks.

ADDITIONAL COMMENTS

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

MINUTES
CITY OF BETHANY
PLANNING AND ZONING COMMISSION
JUNE 1, 2023

MEMBERS PRESENT: Charles Snyder, Chair
Kent Lynn
Robert Helton
Steve Marx

MEMBERS ABSENT: Justin Peck, Vice-Chair
Ron Crouch
James Clemmer

STAFF PRESENT: Matt Becker, Acting City Attorney (filling in for Ray Jones)
Amanda McCellon, Comm. Dev. Director
Brendan Summerville, Comm. Dev. Associate
Linda Hlinicky, Adm. Assistant

NOTICE: Agenda posted in the lobby and on the front door of Bethany City Hall, 6700 NW 36th St., Bethany, 73008 on Thursday May 25, 2023 at 11:00 a.m.

Charles Snyder, Chair called the meeting to order and gave the invocation. Motion was made by Kent Lynn, seconded by Steve Marx to approve the May 4, 2023 Planning and Zoning Commission minutes with the amendment on page 4 – changing the word “detour” to “deter”. The votes are as follows: AYE- Charles Snyder, Kent Lynn, Robert Helton, Steve Marx. NAY- None. ABSTAIN- None. The motion carried unanimously 4 – 0.

ITEM 1: PC 23-05

Consider a request by Brian Eisele, Applicant and property owner, for special permission that will allow for the construction of a 1,200 ft² accessory structure at 3917 N Riverside Drive.

LEGAL DESCRIPTION: Sect. 16-T12N-R4W SE Qtr., Royce Browns Riviera 006 000 Lots 5 & 6.

ACTION: Brendan Summerville, Comm. Dev. Associate presented the staff report to consider a special permission request to construct a 1,200 ft² accessory structure at 3917 N. Riverside Dr. He reviewed the zoning of the surrounding properties. The setbacks for this corner lot are 25’ in the front, 25’ on the sides and 20’ in the rear. The proposed structure will be used for personal storage, and measures 1,200 ft². He mentioned special permits allow for the accessory structure to be no larger than 50% of the gross floor area of the primary building or 10% of the total lot area. Structure cannot be placed over top of any utility easements.

Charles Snyder, Chair brought it to the attention of the applicant that current legal counsel for the City believes that the building size must meet both criteria (structure must be less than 50% of the gross floor area of house and 10% of total lot area).

Mr. Eisele, Applicant and property owner said he has no problem with coming down from 1,200 ft² to 900 ft² on the proposed structure.

Mr. Matt Becker, Acting City Attorney read the ordinance. Accessory buildings (special use) under this section should not exceed in size greater than 50% of the gross floor area of the primary building or 10% of the total recorded lot area of the lot in which the primary building is located. If you exceed either of the two percentages, you violate the ordinance.

Mr. Eisele, Applicant and property owner of 3917 N. Riverside Dr. stated he is the applicant for the accessory building.

Charles Snyder, Chair explained regardless of how the Planning Commission votes on the request, you will have to meet the setback requirements.

Mr. Eisele, Applicant and property owner of 3917 N. Riverside Dr. said yes. So, the structure will have to be 25' from the house or road.

Brendan Summerville, Comm. Dev. Associate stated 25' from the side and 20' from the rear.

Commissioner Helton asked why the applicant wants such a large building.

Mr. Eisele, Applicant and property owner of 3917 N. Riverside Dr. said he has two cars, lawn equipment that used for a half-acre of land, and woodworking tools and equipment for home remodeling.

Commissioner Helton asked if the 900 ft² building would be fine.

Mr. Eisele, Applicant and property owner of 3917 N. Riverside Dr. said yes.

Motion was made by Steve Marx, seconded by Kent Lynn to recommend approving the special permission request at 3917 N. Riverside Dr., and require applicant to meet the setbacks. The votes are as follows: AYE- Charles Snyder, Kent Lynn, Robert Helton, Steve Marx. NAY- None. ABSTAIN- None. The motion carried unanimously 4 - 0.

ITEM 2: **PC 23-06**

Consider a request by Robert Freeman, Applicant and property owner, for special permission that will allow for the construction of a 500 ft accessory structure at 4708 N. Donald Ave.

LEGAL DESCRIPTION: Sect. 16-T12N-R4W NE Qtr., Stockton Addition 001 017

ACTION: Brendan Summerville, Comm. Dev. Associate presented the staff report to consider a special permission request to construct a 500 ft² accessory structure at 4708 N. Donald Ave. He reviewed the zoning of the surrounding properties. Setbacks for this lot are 25' in the front and 10'

BETHANY Oklahoma

City of Bethany

Planning & Zoning Staff Report

June 1, 2023

CASE NO: PC 23-05

Request: Consider a request by Brian Eisele, property owner and applicant, for special permission to construct a 1200 ft² accessory structure at 3917 N Riverside Drive.

Applicant: Brian Eisele, property owner.

Legal Description: Sect. 18-T12N-R4W SE Qtr., Royce Browns Riviera 006 000 Lots 5 & 6

Current Zoning: R-1 (Single-Family Residential)

Proposed Accessory Structure: 1,200 ft² accessory structure.

Surrounding Zoning:

Direction	Zoning
North	R-1
South	R-1
East	R-1
West	R-1

Table 1

Building Characteristics:

	Proposed Structure	Primary Structure
Use	Personal Storage	Single-Family Dwelling
Area (ft ²)	1,200	1,828
Height (ft)	18	18
Roof Pitch	7:12	7:12
Roof Material	Asphalt Shingles	Asphalt Shingles
Exterior Wall Covering	Hardiboard Siding	Brick

Table 2

Background:

The applicant seeks special permission to construct an accessory structure at 3917 N Riverside Drive. The lot has an area of 0.52 Acres (22,651 ft²) with an 1,828 ft² primary structure occupying 8.1% of the lot. The proposed structure would measure 30 ft in

width & 40 ft in length, yielding an area of 1,200 ft². This exceeds the allowable limit of an accessory structure (240 ft²) thus special permission is required to construct this building.

Analysis:

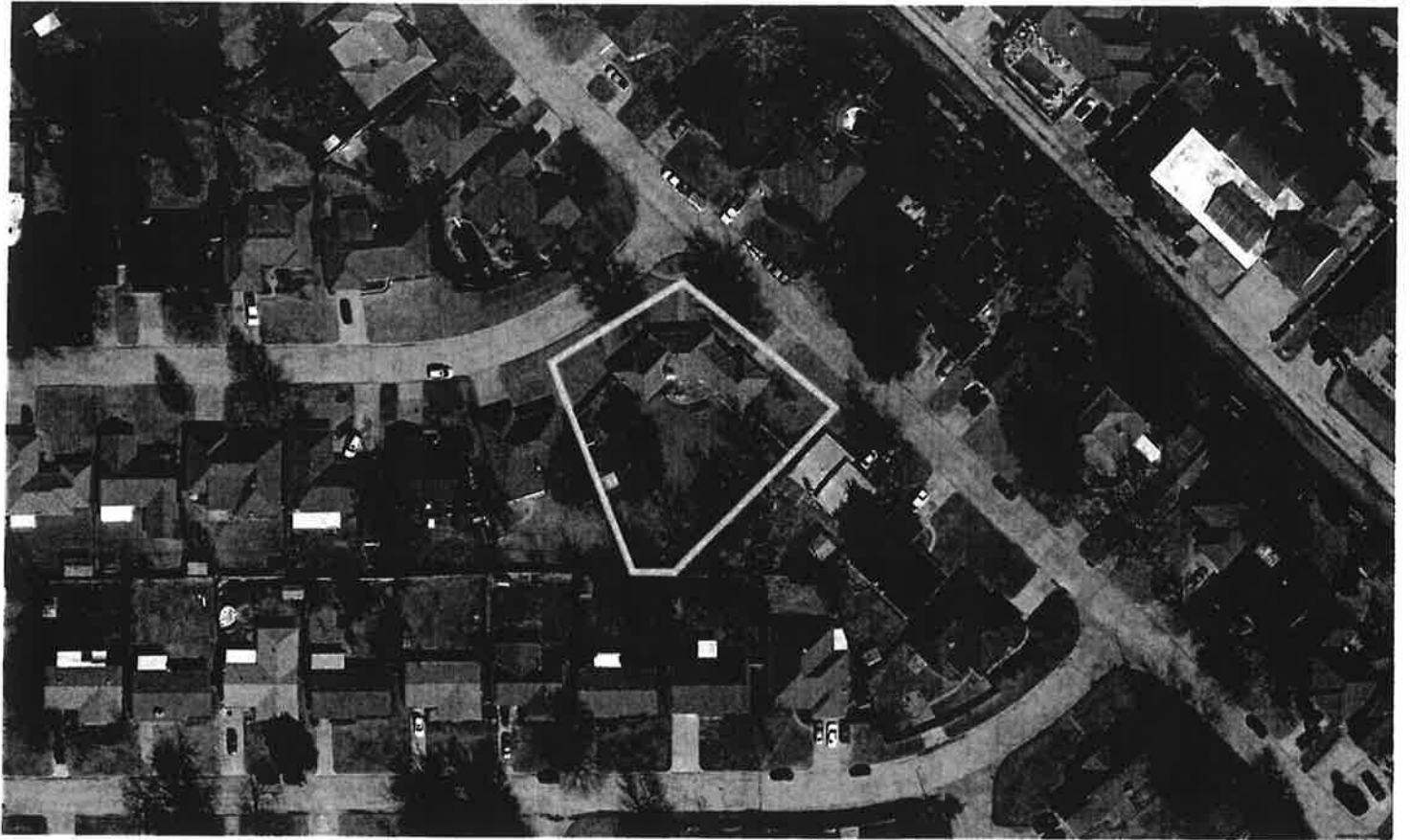
The proposed structure exceeds the 240 ft² limit (§150.007) for accessory structures. Under the terms of special permits, the proposed building may occupy up to 10% of the total property or 50% of the dwelling space (§158.044). At 1,200 ft² the proposed structure meets the former of the two requirements, thus meeting the building area requirements. The proposed accessory structure matches the primary building in height, roof pitch, and roofing material; siding material will differ.

Should special permission be granted, it should be noted that this accessory structure would be deemed a "permanent structure." This means that this building must comply with all setback requirements applicable to the primary building (§158.020.02, Note 4d). The proposed structure will fit within the setbacks of the property: 20' in the rear, and 25' on the sides. Additionally, the accessory structure would not be allowed to be constructed atop utility easements. Should the Planning & Zoning Commission recommend that this request be approved, the city inspector will ensure that all standards are met before and after construction.

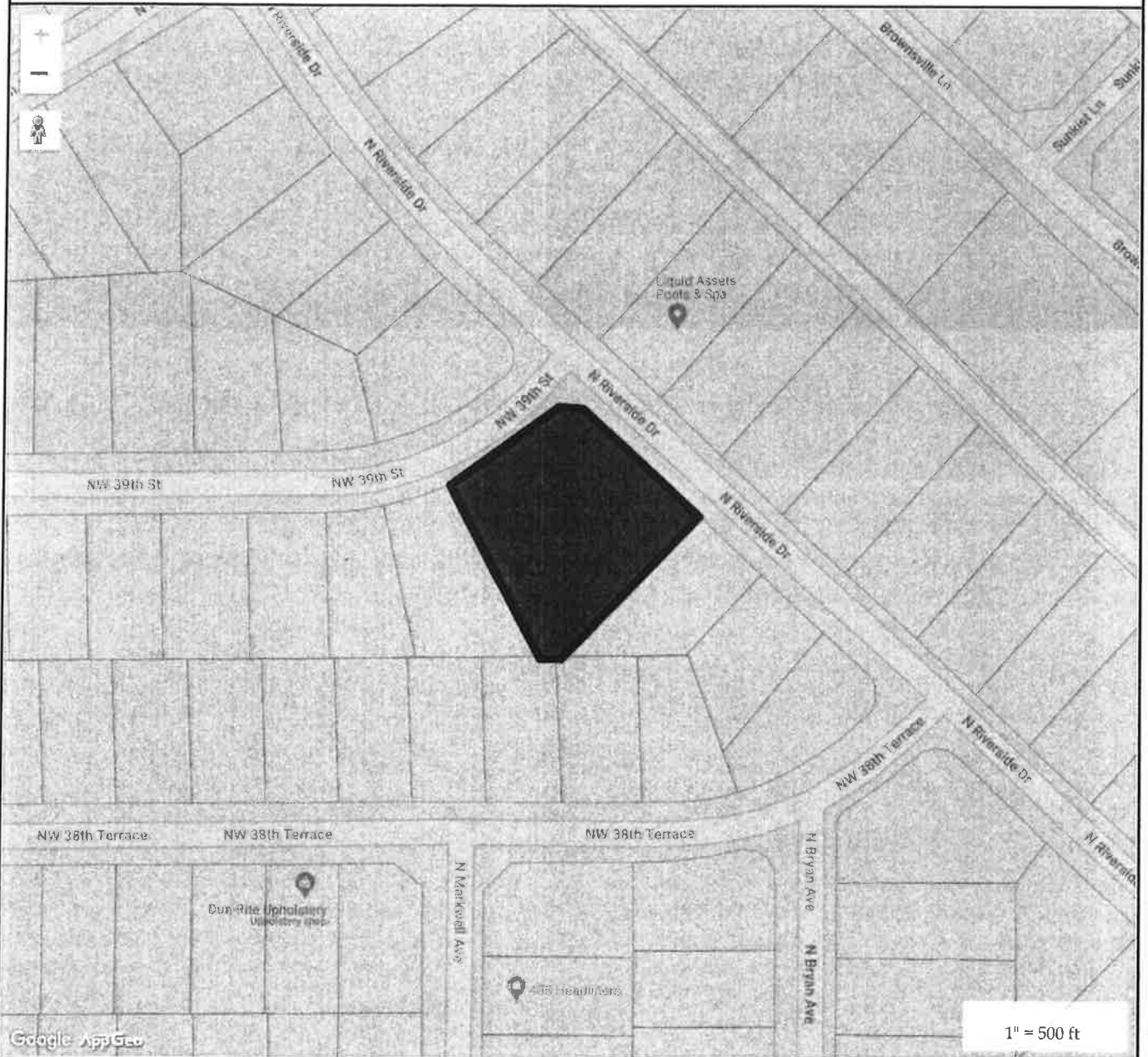
Required Action: Hold a public hearing to provide a recommendation to either approve or deny the applicant's request for a special permit that would allow for the construction of a 1,200 ft² accessory structure.

Attachments:

- Aerial Photographs
- Zoning Map
- Certified Owners List
- Application Documents
- Public Notification



PC 23-05 Zoning Map



Google AppGeo

1" = 500 ft

- | | |
|-------|-------|
| ■ A | ■ I-L |
| ■ CBD | ■ I-R |
| ■ C-G | ■ PLD |
| ■ C-H | ■ PRD |
| ■ C-S | ■ R-1 |
| ■ C-N | ■ R-2 |
| ■ C-O | ■ R-M |
| ■ C-R | ■ RMO |
| ■ E-1 | ■ RHP |

ZONING CODE LEGEND

MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

Bethany, Oklahoma makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Print map scale is approximate.
Critical layout or measurement activities should not be done using this resource.

BETHANY *Oklahoma*

Department of Planning & Community Development

May 8, 2023

NOTICE OF HEARING

**PLANNING & ZONING COMMISSION
AND CITY COUNCIL**

Dear Property Owner:

This notice is to inform you that a neighboring property owner has filed an application with the Bethany Planning Department for a special permit to construct an accessory structure on their property. All special permit applications within the city limits are reviewed by the Planning and Zoning Commission at a public hearing to determine whether the proposal is in conformity with the Comprehensive Plan for the City of Bethany.

We would like to emphasize that the Planning and Zoning Commission does not make the final decision on whether or not to approve the application; it simply makes recommendations on zoning & special permit matters to the City Council. The final decision is made by the City Council in a second hearing.

Attached to this notice is information on the hearing dates, the location of the property, and the zoning of the property. During the public hearings, the applicant for the zoning change presents his case, and all interested property owners in the surrounding area are invited to appear and state whether they are for or against the proposal.

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.

**SECRETARY,
PLANNING AND ZONING COMMISSION**

ZONING CASE INFORMATION

A. Rezoning Proposal

1. Case No.: PC 23-05
2. Location of Property: 3917 N Riverside Drive, Bethany, OK
3. Legal Description: Sect 18 T12N-R4W, SE Qtr., Royce Browns Riviera 006 000 Lots
5 & 6.
4. Present Zoning: R-1 (Single Family Residential)
5. Applicant's Request: Special Permission to construct a 1,200ft² accessory structure.

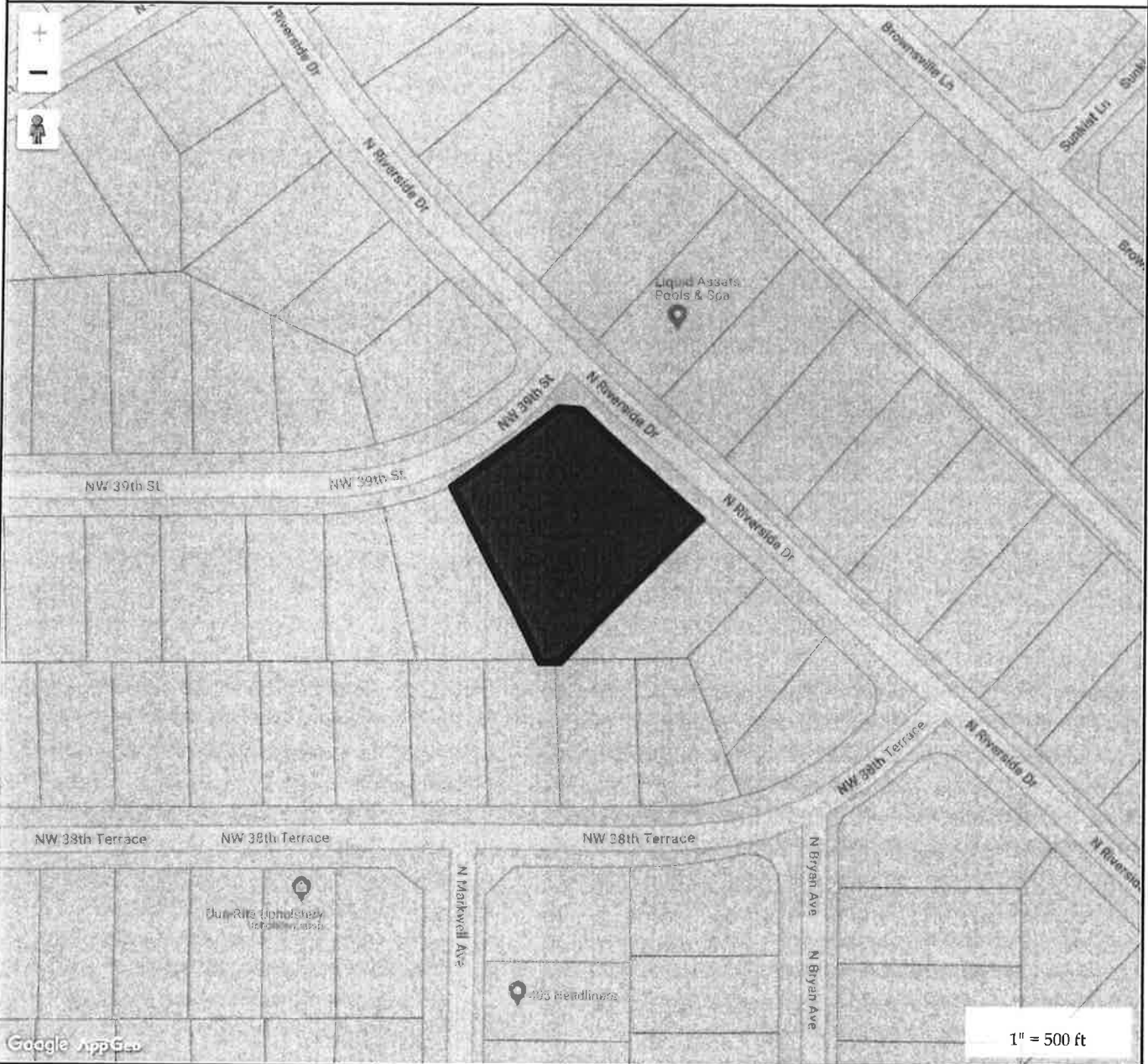
B. Hearing Schedule

1. The Planning and Zoning Commission hearing on the proposed rezoning will be held on **June 1, 2023 at 7:00 P.M.** At this hearing, any interested citizen will have the opportunity to speak to the Commission concerning the proposed zoning change. The Commission will vote on whether to recommend approval or disapproval of the proposed rezoning. **IF YOU HAVE AN OPINION ON THE APPLICATION, YOU SHOULD ATTEND THIS HEARING.**
2. The City Council Hearing will be held on **June 20, 2023 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 rezoning ordinance. **IF YOU HAVE AN OPINION ON THE APPLICATION, YOU SHOULD ATTEND THIS MEETING.**

C. Location of Hearings

Both the Planning and Zoning Commission and City Council hearings will be held in the Bethany City Hall Council Chamber located at 6700 NW 36th St.

PC 23-05 Zoning Map



Google Maps

1" = 500 ft

- A
- CBD
- C-G
- C-U
- C-S
- C-N
- C-D
- C-R
- E-I
- E-L
- E-R
- PUD
- PRD
- R-1
- R-2
- R-M
- RMO
- RIIP

ZONING CODE LEGEND

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NOTICE OF PUBLIC HEARING

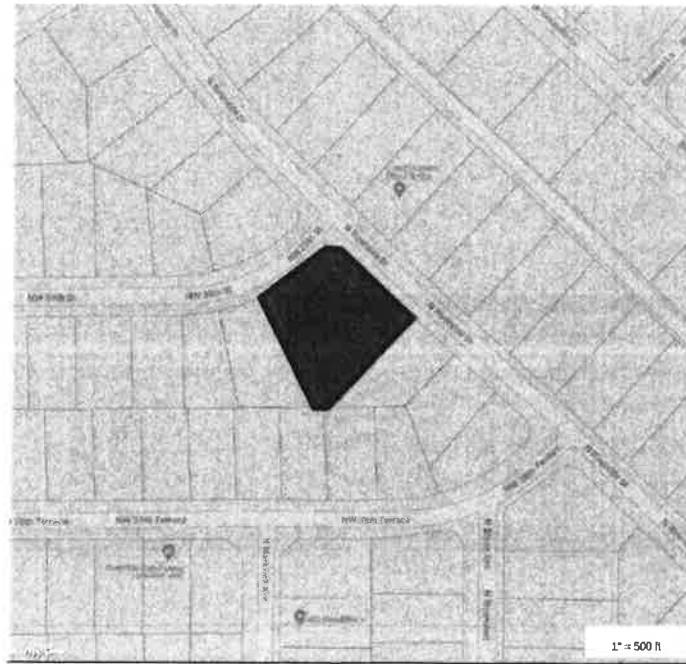
On June 1, 2023, at 7:00 p.m. the Bethany Planning and Zoning Commission will during its regular session hold a public hearing at Bethany City Hall at 6700 NW 36th St., Bethany, OK 73008 for the following: Consider a request by Brian Eisele, applicant & property owner, for special permission that will allow for the construction of a 1200ft² accessory structure at 3917 N Riverside Dr., Bethany, OK.

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 June 20, 2023, at 6:30 p.m. After this meeting, there will be a second public hearing with the Bethany City Council, and a vote to approve or deny the request will be held.

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.

LEGAL DESCRIPTION:

Sect 18 T12N-R4W QTR SE Royce Browns Riviera 006 000 Lots 5 & 6





**City of Bethany
Residential
Accessory Structure Application**

RECEIVED
APR 14 2023

Void after 30 days

Application must be completed in INK. If submitting plans, provide THREE copies. Submit Application via fax at (405)789-6093, Email to Construction.Application@BethanyOK.org or submit in person at 6700 NW 36th st., Bethany OK 73008. Contact Community Development at (405)789-6005. Use back or additional sheet if necessary.

Property Information

Site Address or Legal Description: 3917 N. Riverside Dr

Owner Name: Brian Eisole Owners Phone: 432-934-6310

Address: 3917 N. Riverside Dr City: Bethany State: OK ZIP Code: 73008

Description of Project

Provide drawing with dimensions and location(s). Square Feet: 1200 Height: 12' high max same as house

Proposed Use: Extra storage for vehicles + work space for personal use Valuation of Job: \$ 30,000

Size of property: .52 acres

Contractor/Contact Information if different than owner

Contact's Name: TBD Phone: _____

Business Name: _____

Address: _____ City: _____ State: _____ ZIP Code: _____

Subcontractor Trade	Business Name	State License Number	Contact Number
<input type="checkbox"/> Electrical			
<input type="checkbox"/> Plumbing			
<input type="checkbox"/> Mechanical/HVA C			
<input type="checkbox"/> Roof			

Note:

The owner and or applicant are responsible for compliance with any and all building codes, City Ordinances, and restrictive covenants. City staff cannot authorize variances in building codes, City Ordinances, or restrictive covenants. Being issued a building permit is not a variance from any building code, City Ordinance, or restrictive covenant. The owner and/or applicant must verify all data and plans for compliance with any applicable requirement. (Rev. 9-6-01)

We, the undersigned, being the owners or legal agents for the owners of more than fifty-one percent of the following described property, do hereby make application and petition the City Council to approve the special use permit as hereinafter requested

Applicant Name: Brian Eisole Applicant Phone: 432-934-6310

Applicant Address: 3917 N. Riverside Dr Bethany, OK 73008

Signature of Applicant: [Signature] Date: 4-13-23

FOR OFFICE USE ONLY

No Special Use Needed Special Use Permit Needed

Valid License Insurance Zoning: _____ Permit Fee: _____ Flood Zone: _____

Approved By: _____ Date: _____

Projects that most closely follow the conditions listed below will have the most success in gaining City Council approval. The City Council will consider each project on a case by case basis. The City Council may impose specific conditions regarding location, design, operation, screening and security to assure safety, to prevent a nuisance, and to control the noxious effects of excessive sound, light, odor, dust or similar conditions. The City Council may also impose specific design requirements for accessory buildings to assure that such buildings are aesthetically compatible with the surrounding neighborhood.

For accessory building greater than 240 square feet in size the following additional conditions and restriction shall apply.

Ordinance 159.044 SPECIAL PERMIT USES.

The following uses may be allowed only as a special permit use in residential zoning districts of the city: accessory buildings larger than 240 square feet subject to such conditions as may be imposed under the approval of a special permit use.

For accessory buildings greater than 240 square feet in size, the following additional conditions and restrictions shall apply:

1. The height of the accessory building measured at its highest point shall not exceed the height of the primary building measured at its highest point;
2. The accessory building shall not be used as a dwelling unit;
3. Roof pitch of the accessory building should be the same as the predominant roof pitch of the primary structure;
4. An accessory building shall not be located on a lot not occupied by a primary building, except on lots larger than two acres in size.
5. If the primary building on a residential lot is destroyed or removed and not rebuilt within a two-year period from time of destruction or removal of the primary building, then the accessory building shall be removed.
6. Accessory building(s) approved as a special permit use under this section should not exceed in size the greater of 50% of the gross floor area of the primary building or 10% of the total recorded lot area of the lot on which the primary building is located.

Questions: The city Council shall use the following criteria to evaluate your special use permit. Please circle yes or no where indicated and provide a brief narrative if needed.

Will The proposed use be in harmony of the policies of the comprehensive plan?	<input checked="" type="radio"/> Yes	No
Will the proposed use be in harmony with the general purpose and intent of the applicable zoning district regulations?	<input checked="" type="radio"/> Yes	No
Will the proposed use generate pedestrian or vehicular traffic that is hazardous or in conflict with the existing and anticipated traffic in the neighborhood?	Yes	<input checked="" type="radio"/> No
Will the facility present a health or safety hazard to neighboring properties or the community at large?	Yes	<input checked="" type="radio"/> No
Will the facility be located in proximity to elementary or secondary public and/or private schools, or other incompatible uses?	Yes	<input checked="" type="radio"/> No
Will the utility, drainage and other necessary public facilities to serve the proposed use meet the adopted codes of the City?	<input checked="" type="radio"/> Yes	No
Have you been advised that an accessory building cannot be used for a home-based business?	<input checked="" type="radio"/> Yes	No
Have you located utility lines at the site? If no, please call OKIE at 1800-522-	<input checked="" type="radio"/> Yes	<input checked="" type="radio"/> No

Will the building have a garage door? If yes, what direction will it face? <i>East</i>	<input checked="" type="radio"/> Yes	No
Will you be paving a driveway to the building?	<input checked="" type="radio"/> Yes	No
Will you be installing a privacy fence or any other type of screening?	<input checked="" type="radio"/> Yes	No
Will the color/exterior of the building match the house?	<input checked="" type="radio"/> Yes	No

	Accessory Building:	Primary Building:
Use	<i>Personal storage</i>	Residence
Square footage	<i>1200</i>	
Height	<i>12000 Same as house</i>	
Roof Pitch	<i>Same as house</i>	
Roof Material	<i>Shingles, asphalt</i>	
Exterior wall covering	<i>Hardi board siding</i>	

Additional Requirements for the special use permit

- 1. A current and certified list of all recorded property owners within a 300' radius of the entire boundary of the subject property. This list must be obtained from either a bonded abstractor or the County Assessor of Oklahoma County.**
- 2. The fees for a Special use permit for a residential lot is \$344.00 plus a public hearing fee of \$150.00.**
- 3. A site plan shall be included with the application.**

Special Use Permit Procedure

1. Return the application and all other required documentation to the Community Development Department. Once the application has been received and reviewed for completeness, the community Development Director will schedule your application on the next available Planning and Zoning Commission Agenda.
2. Legal Notice of the request will be published in a newspaper of general circulation in the City of Bethany, as required by State Law. At the same time, every property owner within 300' of the property will be notified by letter.
3. The Planning Staff will prepare a staff report with recommendation, which will be mailed to each member of the Planning and Zoning Commission and City Council.
4. At the next scheduled Planning and Zoning Commission meeting, your request will be considered at a public hearing. The Planning Staff will introduce your request, and you and any interested citizens will have the opportunity to speak to the Commission concerning your request. You or your representative must be present.
5. At the conclusion of the public hearing the Commissioners will, by majority vote, convey their recommendation to the City Council.
6. The City Council will then hold another public hearing to vote on the Special use Permit Ordinance. You or your representative must be present at this meeting.

PC 23-05
3917 N. River-
Side

Larry Stein
Oklahoma County Assessor's
Office



Ownership Radius Report

This Official Report is for Account Number R175330680 and is a 300-foot radius from the outside of the polygon. If the minimum number of different owners was not reached it was extended by 100-foot increments until the required number of different owners was reached, or the maximum distance was reached. This report does not constitute a legal survey or document, for definitive description of real property and ownership; consult the deeds recorded in the Oklahoma County Clerks Office. Official Record of this Certified Radius Report will expire 30 days from the date of creation stamped on the back of this sheet.

Oklahoma County Assessor's
300ft Radius Report
4/14/2023

accountno	name1	name2	mailingaddress1	Shape	city	state	zipcode	subname	block	lot	legal	location
R175312465	FREEMAN ARTHUR W		4511 GREENWAY DR		N LITTLE ROCK	AR	72116-7450	LEWALLENS WESTRN SANDS 2ND	016	002	LEWALLENS WESTRN SANDS 2ND 016 002	3824 MARKWELL AVE BETHANY
R175330840	BETTERTON DEBRA K		3825 N BRYAN AVE		BETHANY	OK	73008	ROYCE BROWNS RIVIERA	007	002	ROYCE BROWNS RIVIERA 007 002	3825 N BRYAN AVE BETHANY
R175331000	RUPE JOAN LYNN		3828 N BRYAN AVE		BETHANY	OK	73008	ROYCE BROWNS RIVIERA	009	002	ROYCE BROWNS RIVIERA 009 002	3828 N BRYAN AVE BETHANY
R175312185	KNIGHT MICHELE		8220 NW 38TH TER		BETHANY	OK	73008	LEWALLENS WESTRN SANDS 2ND	015	003	LEWALLENS WESTRN SANDS 2ND 015 003	8220 NW 38TH TER BETHANY
R175312175	BROYLES MANDY J	SOMER ZACHARY CALDERON	8216 NW 38TH TER		BETHANY	OK	73008	LEWALLENS WESTRN SANDS 2ND	015	002	LEWALLENS WESTRN SANDS 2ND 015 002	8216 NW 38TH TER BETHANY
R175312165	DE LEON MENFIL G MEJIA	YENIFER M DE LEON	2212 SW 21ST ST		OKLAHOMA CITY	OK	73108	LEWALLENS WESTRN SANDS 2ND	015	001	LEWALLENS WESTRN SANDS 2ND 015 001	8212 NW 38TH TER BETHANY
R175312455	LYBRAND NOBLE GIBSON		3830 N MARKWELL AVE		BETHANY	OK	73008	LEWALLENS WESTRN SANDS 2ND	016	001	LEWALLENS WESTRN SANDS 2ND 016 001	3830 N MARKWELL AVE BETHANY
R175330830	WHITTAKER REBEKAH L		3829 N BRYAN AVE		BETHANY	OK	73008-3001	ROYCE BROWNS RIVIERA	007	001	ROYCE BROWNS RIVIERA 007 001	3829 N BRYAN AVE BETHANY
R175330990	BRATCHER RICHARD L	BONNIE M	8100 NW 38TH TER		BETHANY	OK	73008	ROYCE BROWNS RIVIERA	009	001	ROYCE BROWNS RIVIERA 009 001	8100 NW 38TH TER BETHANY
R175312595	RYBURN TYSON		8225 NW 38TH TER		BETHANY	OK	73008-3022	LEWALLENS WESTRN SANDS 2ND	017	007	LEWALLENS WESTRN SANDS 2ND 017 007	8225 NW 38TH TER BETHANY
R175312585	RIGG HAROLD JALLAN		6415 VIA CANADA		RANCHO PALOS VERDES	CA	90275	LEWALLENS WESTRN SANDS 2ND	017	005	LEWALLENS WESTRN SANDS 2ND 017 005	8221 NW 38TH TER BETHANY
R175312575	LEWING SHERRY G		8217 NW 38TH TER		BETHANY	OK	73008-3022	LEWALLENS WESTRN SANDS 2ND	017	005	LEWALLENS WESTRN SANDS 2ND 017 005	8217 NW 38TH TER BETHANY
R175312565	TIPTON DEBORAH D TRS	TIPTON DEBRAH D LIV TRUST	8213 NW 38TH TER		BETHANY	OK	73008-3022	LEWALLENS WESTRN SANDS 2ND	017	004	LEWALLENS WESTRN SANDS 2ND 017 004	8213 NW 38TH TER BETHANY
R175312555	CB1 INVESTMENTS LLC		PO BOX 14786		OKLAHOMA CITY	OK	73113	LEWALLENS WESTRN SANDS 2ND	017	003	LEWALLENS WESTRN SANDS 2ND 017 003	8209 NW 38TH TER BETHANY
R175312545	NEWSOM BEVERLY A		7312 NW 126TH ST		OKLAHOMA CITY	OK	73142-2505	LEWALLENS WESTRN SANDS 2ND	017	002	LEWALLENS WESTRN SANDS 2ND 017 002	8205 NW 38TH TER BETHANY
R175312535	YORK COLTON		8201 NW 38TH TER		BETHANY	OK	73008	LEWALLENS WESTRN SANDS 2ND	017	001	LEWALLENS WESTRN SANDS 2ND 017 001	8201 NW 38TH TER BETHANY
R175330630	SMITH KEITH B & MELINDA F		8105 NW 38TH TER		BETHANY	OK	73008-3020	ROYCE BROWNS RIVIERA	006	001	ROYCE BROWNS RIVIERA 006 001	8105 NW 38TH TER BETHANY

X

Oklahoma County Assessor's
300ft Radius Report
4/14/2023

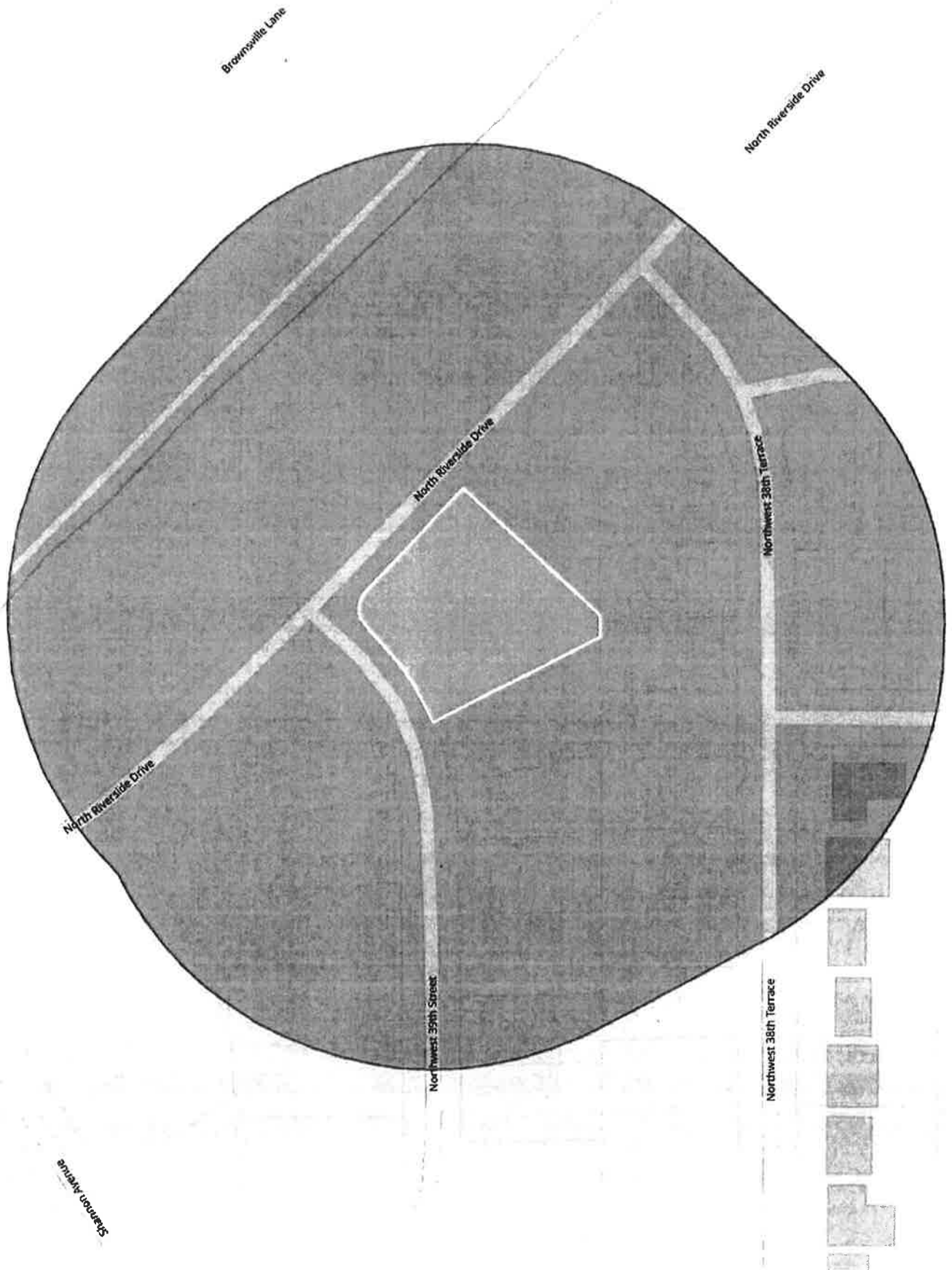
R175330640	LEONARD ROBERT IM JR	3901 N RIVERSIDE DR	BETHANY	OK	73008-3056	ROYCE BROWNS RIVIERA	006 002	ROYCE BROWNS RIVIERA 006 002	3901 N RIVERSIDE DR BETHANY
R175330650	JONES IAN H & TERESIA L	3905 N RIVERSIDE DR	BETHANY	OK	73008-3056	ROYCE BROWNS RIVIERA	006 003	ROYCE BROWNS RIVIERA 006 003	3905 N RIVERSIDE DR BETHANY
R175330740	SNAPODRAGON ENTERPRISES LLC	PO BOX 23013	OKLAHOMA CITY	OK	73123	ROYCE BROWNS RIVIERA	004 000	ROYCE BROWNS RIVIERA 004 000 LOT 24 EX NWLY 8FT	3844 N RIVERSIDE DR BETHANY
R175330740	SPILLMAN SANDRA	8300 NW 39TH ST	BETHANY	OK	73008-3029	BROWNS RIVIERA	006 012	ROYCE BROWNS RIVIERA 006 012	8300 NW 39TH ST BETHANY
R175330725	EMERSON INVESTMENTS LLC	1039 CHOCTAW VISTA	CHOCTAW	OK	73020	ROYCE BROWNS RIVIERA	006 000	ROYCE BROWNS RIVIERA 006 000 W60FT OF LOT 11	8220 NW 39TH ST BETHANY
R175330720	MORTON CALIN LEGACY	8216 NW 39TH ST	BETHANY	OK	73008	ROYCE BROWNS RIVIERA	006 000	ROYCE BROWNS RIVIERA 006 000 ALL OF LOT 10 & E5FT OF LOT 11	8216 NW 39TH ST BETHANY
R175330720	INVESTMENT HOLDINGS LLC	9905 S PENNSYLVANIA AVE, Unit A	OKLAHOMA CITY	OK	73159	ROYCE BROWNS RIVIERA	006 009	ROYCE BROWNS RIVIERA 006 009	8212 NW 39TH ST BETHANY
R175330660	WRIGHT BRADY	3913 N RIVERSIDE DR	BETHANY	OK	73008	ROYCE BROWNS RIVIERA	006 004	ROYCE BROWNS RIVIERA 006 004	3913 N RIVERSIDE DR BETHANY
R175330700	BELL ROBERT	8208 NW 39TH ST	BETHANY	OK	73008	ROYCE BROWNS RIVIERA	006 008	ROYCE BROWNS RIVIERA 006 008	8208 NW 39TH ST BETHANY
R175330250	MITCHELL GEOFFREY M	3848 N RIVERSIDE DR	BETHANY	OK	73008-3052	ROYCE BROWNS RIVIERA	004 000	ROYCE BROWNS RIVIERA 004 000 NWLY 8FT OF LOT 24 & SELY 60FT OF LOT 25	3848 N RIVERSIDE DR BETHANY
R175330690	LOCKE ROBERT B & LAURIE L CO TRS	8204 NW 39TH ST	BETHANY	OK	73008-3027	ROYCE BROWNS RIVIERA	006 007	ROYCE BROWNS RIVIERA 006 007	8204 NW 39TH ST BETHANY
R175330260	NGUYEN THU	3900 N RIVERSIDE DR	BETHANY	OK	73008-3053	BROWNS RIVIERA	004 000	ROYCE BROWNS RIVIERA 004 000 W10FT OF LOT 25 & ALL OF LOT 26	3900 N RIVERSIDE DR BETHANY
R175330680	EISELE BRAIN DAVID	3917 N RIVERSIDE DR	BETHANY	OK	73008	ROYCE BROWNS RIVIERA	006 000	ROYCE BROWNS RIVIERA 006 000 LOTS 5 & 6	3917 N RIVERSIDE DR BETHANY
R175330270	HOLLEY BEVERLY JANE	3904 N RIVERSIDE DR	BETHANY	OK	73008-3053	ROYCE BROWNS RIVIERA	004 027	ROYCE BROWNS RIVIERA 004 027	3904 N RIVERSIDE DR BETHANY
R175330580	MCKINNEY AARON RACHEL R	8209 NW 39TH ST	BETHANY	OK	73008-3026	ROYCE BROWNS RIVIERA	005 011	ROYCE BROWNS RIVIERA 005 011	8209 NW 39TH ST BETHANY
R175330280	LUND DERICK A & BEVERLY E	3908 N RIVERSIDE DR	BETHANY	OK	73008-3053	BROWNS RIVIERA	004 028	ROYCE BROWNS RIVIERA 004 028	3908 N RIVERSIDE DR BETHANY
R175330550	MCCONAGHIE HARRIETTE E	8301 NW 39TH ST	BETHANY	OK	73008	ROYCE BROWNS RIVIERA	005 008	ROYCE BROWNS RIVIERA 005 008	8301 NW 39TH ST BETHANY

X

Oklahoma County Assessor's
300ft Radius Report
4/14/2023

R175330570	GIES RAQUEL Y		8217 NW 39TH ST	BETHANY	OK	73008-3026	ROYCE BROWNS RIVIERA	005	010	ROYCE BROWNS RIVIERA 005 010	8217 NW 39TH ST BETHANY
R175330590	OPP DAVID A & SUSAN LEE		4001 N RIVERSIDE DR	BETHANY	OK	73008-3065	ROYCE BROWNS RIVIERA	005	012	ROYCE BROWNS RIVIERA 005 012	4001 N RIVERSIDE DR BETHANY
R175330560	PRATT KIMBERLY		8221 NW 39TH ST	BETHANY	OK	73008	ROYCE BROWNS RIVIERA	005	009	ROYCE BROWNS RIVIERA 005 009	8221 NW 39TH ST BETHANY
R175330290	BARNES SASHA		3912 N RIVERSIDE DR	BETHANY	OK	73008	ROYCE BROWNS RIVIERA	004	029	ROYCE BROWNS RIVIERA 004 029	3912 N RIVERSIDE DR BETHANY
R175330600	EISELE BRIAN DAVID	EISELE CARL ANN	4005 N RIVERSIDE DR	BETHANY	OK	73008	ROYCE BROWNS RIVIERA	005	000	ROYCE BROWNS RIVIERA 005 000 LOT 13 EX NWLY 2FT	4005 N RIVERSIDE DR BETHANY
R172001300	DOBBS CARROLL E DAVID & LINDA D		8112 BROWNSVILLE LN	BETHANY	OK	73008	BROWNSVILLE	001	000	BROWNSVILLE 001 000 LOTS 31 & 32	8112 BROWNSVILLE LN BETHANY
R175330300	LOPEZ ECHEVERRIA GLADYS E		3916 N RIVERSIDE DR	BETHANY	OK	73008	ROYCE BROWNS RIVIERA	004	030	ROYCE BROWNS RIVIERA 004 030	3916 N RIVERSIDE DR BETHANY
R175330610	WILLIAMS INANETTE		4009 N RIVERSIDE DR	BETHANY	OK	73008-3065	ROYCE BROWNS RIVIERA	005	000	ROYCE BROWNS RIVIERA 005 000 NWLY 2FT OF LOT 13 & ALL OF LOT 14 EX NWLY 1FT	4009 N RIVERSIDE DR BETHANY
R175330310	HEFLEY MIKE		3920 N RIVERSIDE DR	BETHANY	OK	73008-3053	ROYCE BROWNS RIVIERA	004	031	ROYCE BROWNS RIVIERA 004 031	3920 N RIVERSIDE DR BETHANY
R172001290	SINCLAIR PAUL WAYNE	SINCLAIR TRACY ANN	8200 BROWNSVILLE LN	BETHANY	OK	73008	BROWNSVILLE	001	030	BROWNSVILLE 001 030	8200 BROWNSVILLE LN BETHANY
R175330620	MORGAN BRENDA & DEWARD		4013 N RIVERSIDE DR	BETHANY	OK	73008-3065	ROYCE BROWNS RIVIERA	005	000	ROYCE BROWNS RIVIERA 005 000 NWLY 1FT OF LOT 14 & ALL LOT 15	4013 N RIVERSIDE DR BETHANY
R175330320	FOREMAN BRENT		4000 N RIVERSIDE DR	BETHANY	OK	73008-3054	ROYCE BROWNS RIVIERA	004	032	ROYCE BROWNS RIVIERA 004 032	4000 N RIVERSIDE DR BETHANY
R175330490	JONES PAULA JEAN		4012 N SHANNON AVE	BETHANY	OK	73008-3057	ROYCE BROWNS RIVIERA	005	002	ROYCE BROWNS RIVIERA 005 002	4012 N SHANNON AVE BETHANY
R175330330	ANDERSON KATHY SMITH TRS	KATHY L ANDERSON REV TRUST	4004 N RIVERSIDE DR	BETHANY	OK	73008-3054	ROYCE BROWNS RIVIERA	004	033	ROYCE BROWNS RIVIERA 004 033	4004 N RIVERSIDE DR BETHANY
R172001280	WELSH CHERALYN B TRS	WELSH CHERALYN B REV TRUST	PO BOX 66	BETHANY	OK	73008-0066	BROWNSVILLE	001	029	BROWNSVILLE 001 029	8204 BROWNSVILLE LN BETHANY
R175330340	DOWLING CASEY BRANDLEY STEVEN ANNETTE	DOWLING PAULA BRANDLEY ANNETTE	4008 N RIVERSIDE DR	BETHANY	OK	73008	ROYCE BROWNS RIVIERA	004	034	ROYCE BROWNS RIVIERA 004 034	4008 N RIVERSIDE DR BETHANY
R172001270	DUNLEVY STEWART COTTON & ANGELA D	DUNLEVY WARREN EDWARD	8208 BROWNSVILLE LN	BETHANY	OK	73008	BROWNSVILLE	001	028	BROWNSVILLE 001 028	8208 BROWNSVILLE LN BETHANY
R172001260			8212 BROWNSVILLE LN	BETHANY	OK	73008-3035	BROWNSVILLE	001	027	BROWNSVILLE 001 027	8212 BROWNSVILLE LN BETHANY

X



BETHANY CITY COUNCIL

From: Amanda McCellon, Comm. Dev. Director
Date: June 5, 2023
Subject: Consider a request by Jason Rios, Applicant and property owner, for special permission that will allow for the construction of a 440 ft² accessory structure at 2505 N. Tropicana Ave.

BACKGROUND

Attached are the minutes and staff report from the Planning and Zoning Commission meeting of June 1, 2023. Motion was made by Steve Marx, seconded by Robert Helton to recommend approving the special permission request at 2505 N. Tropicana Ave. The votes are as follows: AYE- Charles Snyder, Kent Lynn, Robert Helton, Steve Marx. NAY- None. ABSTAIN- None. The motion carried unanimously 4 – 0.

RECOMMENDATION

1. Recommend approving the special permission request at 2505 N. Tropicana Ave.

ADDITIONAL COMMENTS

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

and 5' on the sides and a rear setback of 20'. The proposed structure will be used as a garage. The existing garage will be demolished. The applicant has acknowledged that the accessory building may not be constructed within the property setbacks.

Commissioner Lynn asked if the building will be used for a garage.

Mr. Freeman, Applicant and property owner for 4708 N. Donald Ave., said yes.

Motion was made by Kent Lynn, seconded by Steve Marx to recommend approving the special permission request at 4708 N. Donald Ave., and require applicant to meet the setbacks. The votes are as follows: AYE- Charles Snyder, Kent Lynn, Robert Helton, Steve Marx. NAY- None. ABSTAIN- None. The motion carried unanimously 4 - 0.

ITEM 3: PC 23-07

4/1/23

pg 2

minutes

Consider a request by Jason Rios, Applicant and property owner, for special permission that will allow for the construction of a 440 ft² accessory structure at 2505 N. Tropicana Ave.

LEGAL DESCRIPTION: Sect. 20-T12N-R4W SW Qtr., Deville Park Block 012 Lot 004 S75FT.

ACTION: Brendan Summerville, Comm. Dev. Associates presented the staff report to consider a special permission request to construct a 400 ft² accessory structure at 2505 N. Tropicana Ave. He reviewed the zoning of 2505 N. Tropicana Ave. and the surrounding properties; and the lot characteristics for 2505 N. Tropicana Ave. The setbacks are 25' in the front, 10' and 5' on the sides, and 20' in the rear. The proposed structure will be for storage. The structure must not be larger than 50% of the gross floor area of the house or 10% of the total lot area. Request meets both of these standards.

Mr. Rios, Applicant and property owner for 2505 N. Tropicana was present.

Charles Snyder, Chair asked about the kind of proposed siding for the accessory structure.

Mr. Rios, Applicant and property owner said he will put up something real nice. I can brick building if necessary.

Motion was made by Steve Marx, seconded by Robert Helton to recommend approving the special permission request at 2505 N. Tropicana Ave. The votes are as follows: AYE- Charles Snyder, Kent Lynn, Robert Helton, Steve Marx. NAY- None. ABSTAIN- None. The motion carried unanimously 4 - 0.

NEW BUSINESS

Brendan Summerville, Comm. Dev. Associate stated we will be hearing two minor subdivision cases at the June 15, 2023 Planning and Zoning Commission meeting. Also, on July 6, 2023 Planning and Zoning Commission meeting, we will be discussing an ordinance on short term rentals; and then

BETHANY *Oklahoma*

City of Bethany

Planning & Zoning Staff Report

June 1, 2023

CASE NO: PC 23-07

Request: Consider a request by Jason Rios, property owner and applicant, for special permission to construct a 440 ft² accessory structure at 2505 N Tropicana Ave.

Applicant: Jason Rios, property owner.

Legal Description: Sect. 20-T12N-R4W SW Qtr., Deville Park Block 012 Lot 004 S75FT

Current Zoning: R-1 (Single-Family Residential)

Proposed Accessory Structure: 440 ft² accessory structure.

Surrounding Zoning:

Direction	Zoning
North	R-1
South	R-1 & C-G
East	R-1
West	C-G

Table 1

Building Characteristics:

	Proposed Structure	Primary Structure
Use	Storage	Single-Family Dwelling
Area (ft ²)	440	1,582
Height (ft)	10	14
Roof Pitch	4:12	4:12
Roof Material	Shingles	Shingles
Exterior Wall Covering	Siding	Brick

Table 2

Background:

The applicant seeks special permission to construct an accessory structure at 3704 N Rockwell Ave. The lot is 75' in width and 120' in depth (0.21 Acres) with a 1,582 ft² primary structure occupying 17.3% of the lot. The proposed structure would measure

20 ft in width & 22 ft in length, yielding an area of 440 ft². This exceeds the allowable limit of an accessory structure (240 ft²) thus special permission is required to construct this building.

Analysis:

The proposed structure exceeds the 240 ft² limit (§150.007) for accessory structures. Under the terms of special permits, the proposed building may have up to 10% of the total property or 50% of the dwelling space (§158.044). At 440 ft² the proposed structure meets both measurements, thus being within the allowable terms of the ordinance.

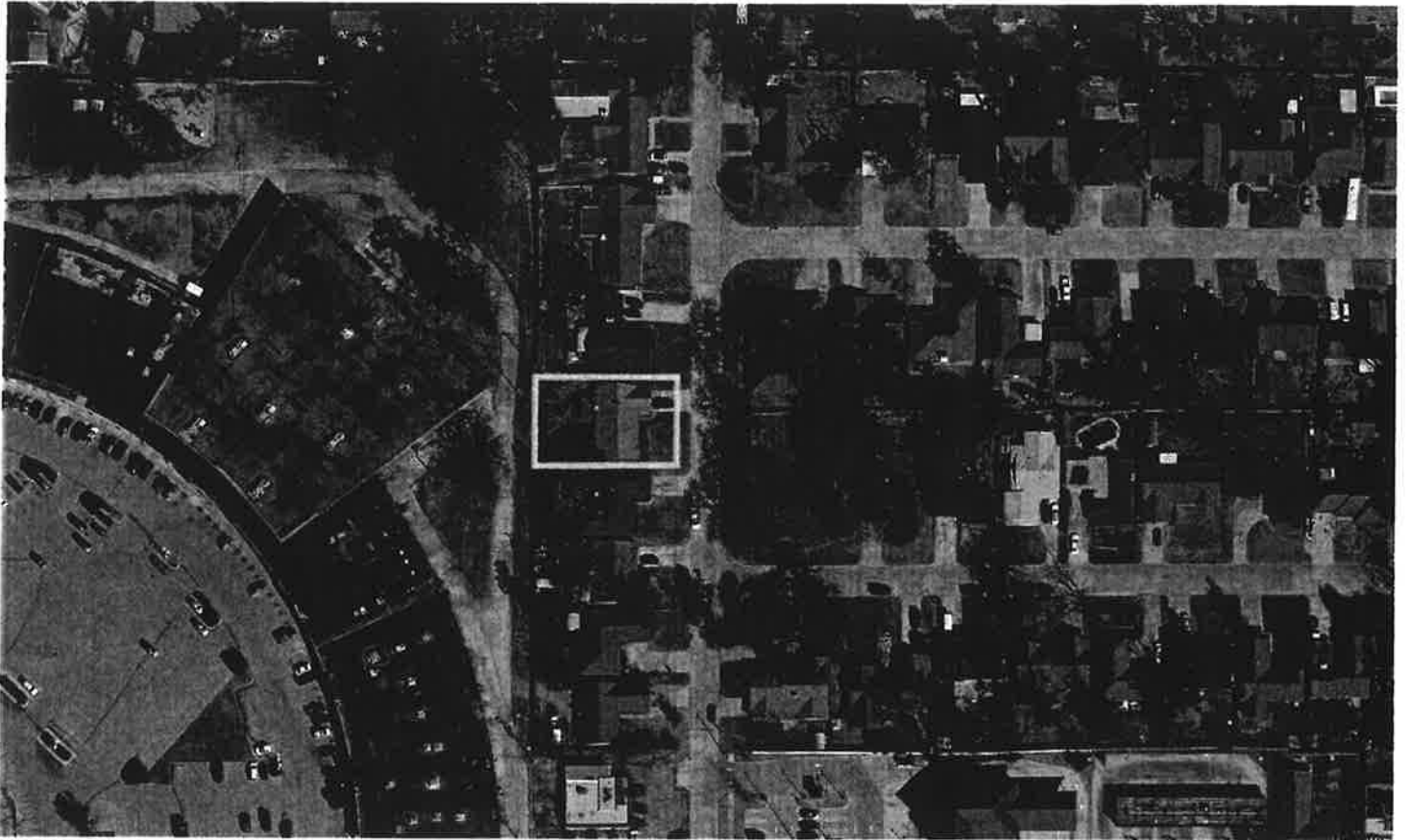
The accessory structure does not exceed the height of the primary structure and will match the primary structure in all characteristics, barring the exterior wall coverings.

Should special permission be granted, it should be noted that this accessory structure would be deemed a "permanent structure." This means that this building must comply with all setback requirements applicable to the primary building (§158.020.02, Note 4d). The proposed structure will fit within the setbacks of the property: 20' in the rear, and 5' (South) & 10' (North) on the sides. However, the placement of the accessory structure would differ significantly from the drawings supplied. Should the Planning & Zoning Commission recommend that this request be granted, the building inspector will ensure that the structure is appropriately placed.

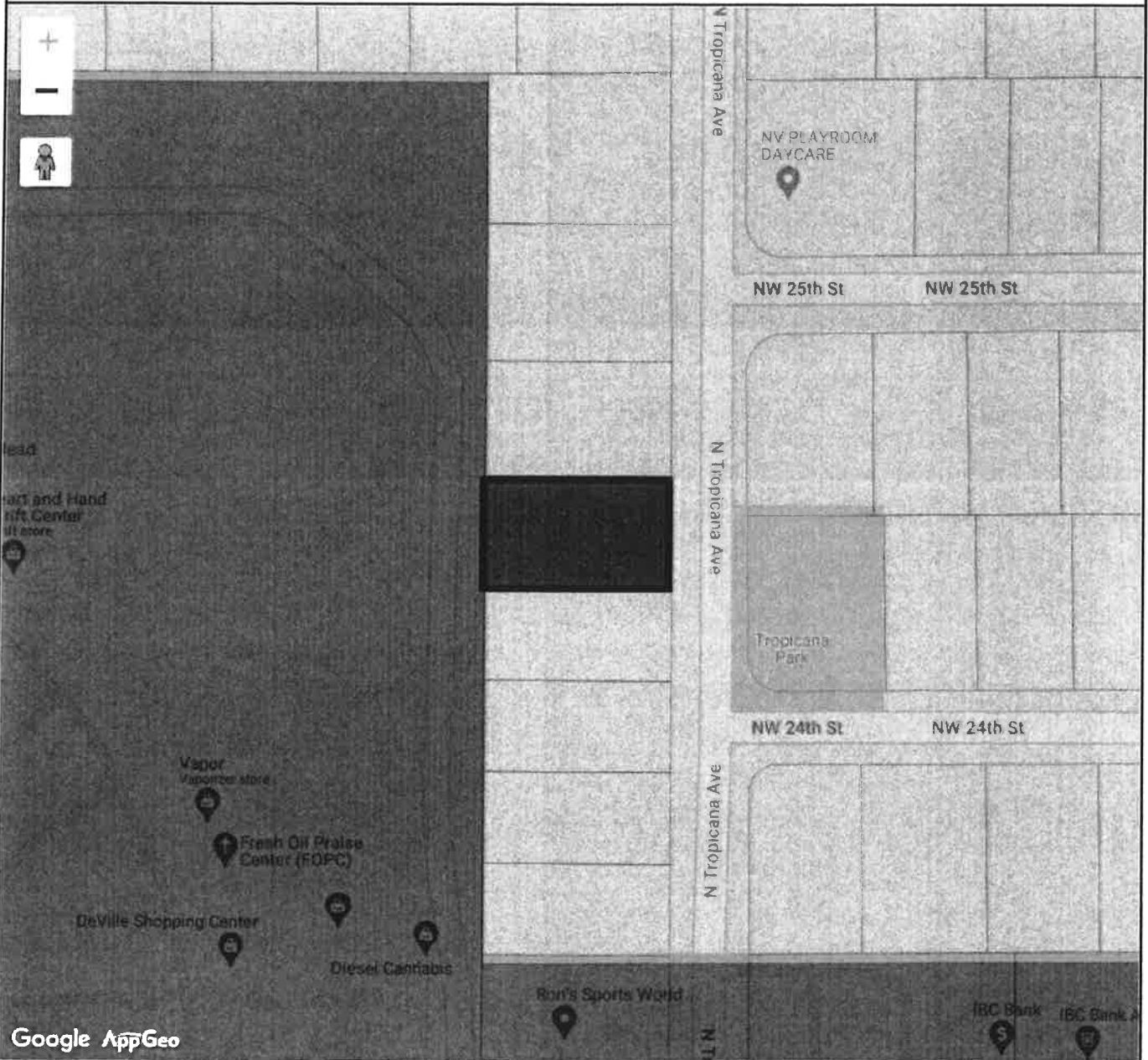
Required Action: Hold a public hearing to provide a recommendation to either approve or deny the applicant's request for a special permit that would allow for the construction of a 440 ft² accessory structure.

Attachments:

- Aerial Photographs
- Zoning Map
- Certified Owners List
- Application Documents
- Public Notification





















PC 23-07 Zoning Map



Google AppGeo

ZONING CODE LEGEND

 A	 I-L
 CBD	 I-R
 C-G	 PUO
 C-H	 PRD
 C-S	 R-1
 C-N	 R-2
 C-O	 R-M
 C-R	 RMO
 E-I	 RHP

MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

Bethany, Oklahoma makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Print map scale is approximate.
Critical layout or measurement activities should not be done using this resource.

BETHANY

Oklahoma

Department of Planning & Community Development

May 8, 2023

NOTICE OF HEARING

**PLANNING & ZONING COMMISSION
AND CITY COUNCIL**

Dear Property Owner:

This notice is to inform you that a neighboring property owner has filed an application with the Bethany Planning Department for a special permit to construct an accessory structure on their property. All special permit applications within the city limits are reviewed by the Planning and Zoning Commission at a public hearing to determine whether the proposal is in conformity with the Comprehensive Plan for the City of Bethany.

We would like to emphasize that the Planning and Zoning Commission does not make the final decision on whether or not to approve the application; it simply makes recommendations on zoning & special permit matters to the City Council. The final decision is made by the City Council in a second hearing.

Attached to this notice is information on the hearing dates, the location of the property, and the zoning of the property. During the public hearings, the applicant for the zoning change presents his case, and all interested property owners in the surrounding area are invited to appear and state whether they are for or against the proposal.

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.

**SECRETARY,
PLANNING AND ZONING COMMISSION**

ZONING CASE INFORMATION

A. Rezoning Proposal

1. Case No.: PC 23-07
2. Location of Property: 2505 N Tropicana Ave., Bethany, OK
3. Legal Description: Sect 20 T12N-R4W, SW Qtr Deville Park 012 004 S75FT.
4. Present Zoning: R-1 (Single Family Residential)
5. Applicant's Request: Permission to construct a 440ft² accessory structure.

B. Hearing Schedule

1. The Planning and Zoning Commission hearing on the proposed rezoning will be held on **June 1, 2023** at **7:00 P.M.** At this hearing, any interested citizen will have the opportunity to speak to the Commission concerning the proposed zoning change. The Commission will vote on whether to recommend approval or disapproval of the proposed rezoning. **IF YOU HAVE AN OPINION ON THE APPLICATION, YOU SHOULD ATTEND THIS HEARING.**
2. The City Council Hearing will be held on **June 20, 2023** 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 rezoning ordinance. **IF YOU HAVE AN OPINION ON THE APPLICATION, YOU SHOULD ATTEND THIS MEETING.**

C. Location of Hearings

Both the Planning and Zoning Commission and City Council hearings will be held in the Bethany City Hall Council Chamber located at 6700 NW 36th St.

PC 23-07 Zoning Map



ZONING CODE LEGEND	
	A
	CBD
	C-G
	C-II
	C-S
	C-N
	C-O
	C-W
	E-I
	I-L
	I-R
	PUD
	PRD
	R-1
	R-2
	R-M
	RMO
	RHP

**MAP FOR REFERENCE ONLY
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**Print map scale is approximate.
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NOTICE OF PUBLIC HEARING

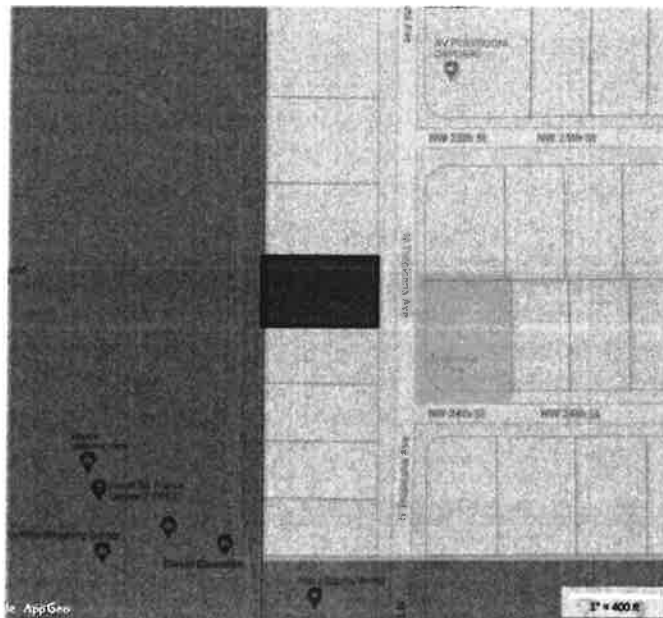
On June 1, 2023, at 7:00 p.m. the Bethany Planning and Zoning Commission will during its regular session hold a public hearing at Bethany City Hall at 6700 NW 36th St., Bethany, OK 73008 for the following: Consider a request by Jason Rios, applicant & property owner, for special permission that will allow for the construction of a 440ft² accessory structure at 2505 N Tropicana Ave., Bethany, OK.

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 June 20, 2023, at 6:30 p.m. After this meeting, there will be a second public hearing with the Bethany City Council, and a vote to approve or deny the request will be held.

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.

LEGAL DESCRIPTION:

Sect 20-T12N-R4W I.M. Qtr SW Deville Park Block 012 Lot 004 S75FT





City of Bethany Residential Accessory Structure Application

Void after 30 days

Application must be completed in INK. If submitting plans, provide THREE copies. Submit Application via fax at (405)789-6093, Email to Construction.Application@BethanyOK.org or submit in person at 6700 NW 36th st., Bethany OK 73008. Contact Community Development at (405)789-6005. Use back or additional sheet if necessary.

Property Information			
Site Address or Legal Description:			
Owner Name: <i>Jason Rios</i>		Owners Phone: <i>405-222-8075</i>	
Address: <i>2505 N Tropicana ave</i>		City: <i>Bethany</i>	State: <i>OK</i> ZIP Code: <i>73008</i>
Description of Project			
Provide drawing with dimensions and location(s).		Square Feet: <i>440</i>	Height: <i>10'</i>
Proposed Use: <i>storage</i>		Valuation of Job: \$ <i>3000</i>	
		Size of property: <i>0.207 acre</i>	
Contractor/Contact Information if different than owner			
Contact's Name:		Phone:	
Business Name:			
Address:		City:	State: ZIP Code:
Subcontractor Trade	Business Name	State License Number	Contact Number
<input type="checkbox"/> Electrical			
<input type="checkbox"/> Plumbing			
<input type="checkbox"/> Mechanical/HVAC			
<input type="checkbox"/> Roof			
Note:			
The owner and or applicant are responsible for compliance with any and all building codes, City Ordinances, and restrictive covenants. City staff cannot authorize variances in building codes, City Ordinances, or restrictive covenants. Being issued a building permit is not a variance from any building code, City Ordinance, or restrictive covenant. The owner and/or applicant must verify all data and plans for compliance with any applicable requirement. (Rev. 9-6-01)			
We, the undersigned, being the owners or legal agents for the owners of more than fifty-one percent of the following described property, do hereby make application and petition the City Council to approve the special use permit as hereinafter requested			
Applicant Name: <i>Jason Rios</i>		Applicant Phone: <i>405-222-8075</i>	
Applicant Address: <i>2505 N Tropicana ave</i>		<i>Bethany, OK 73008</i>	
Signature of Applicant: <i>Jason Rios</i>		Date: <i>05/01/23</i>	
FOR OFFICE USE ONLY			
<input type="checkbox"/> No Special Use Needed		<input type="checkbox"/> Special Use Permit Needed	
<input type="checkbox"/> Valid License	<input type="checkbox"/> Insurance	Zoning:	Permit Fee: Flood Zone:
Approved By:			Date:

Projects that most closely follow the conditions listed below will have the most success in gaining City Council approval. The City Council will consider each project on a case by case basis. The City Council may impose specific conditions regarding location, design, operation, screening and security to assure safety, to prevent a nuisance, and to control the noxious effects of excessive sound, light, odor, dust or similar conditions. The City Council may also impose specific design requirements for accessory buildings to assure that such buildings are aesthetically compatible with the surrounding neighborhood.

For accessory building greater than 240 square feet in size the following additional conditions and restriction shall apply.

Ordinance 158.044(j) SPECIAL PERMIT USES.

For accessory buildings greater than 240 square feet in size, the following additional conditions and restrictions shall apply:

1. The height of the accessory building measured at its highest point shall not exceed the height of the primary building measured at its highest point;
2. The accessory building shall not be used as a dwelling unit;
3. Roof pitch of the accessory building should be the same as the predominant roof pitch of the primary structure;
4. An accessory building shall not be located on a lot not occupied by a primary building, except on lots larger than two acres in size.
5. If the primary building on a residential lot is destroyed or removed and not rebuilt within a two-year period from time of destruction or removal of the primary building, then the accessory building shall be removed.
6. Accessory building(s) approved as a special permit use under this section should not exceed in size the greater of 50% of the gross floor area of the primary building or 10% of the total recorded lot area of the lot on which the primary building is located.

Questions: The city Council shall use the following criteria to evaluate your special use permit. Please circle yes or no where indicated and provide a brief narrative if needed.

Will The proposed use be in harmony of the policies of the comprehensive plan?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Will the proposed use be in harmony with the general purpose and intent of the applicable zoning district regulations?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Will the proposed use generate pedestrian or vehicular traffic that is hazardous or in conflict with the existing and anticipated traffic in the neighborhood?	<input type="radio"/> Yes	<input checked="" type="radio"/> No
Will the facility present a health or safety hazard to neighboring properties or the community at large?	<input type="radio"/> Yes	<input checked="" type="radio"/> No
Will the facility be located in proximity to elementary or secondary public and/or private schools, or other incompatible uses?	<input type="radio"/> Yes	<input checked="" type="radio"/> No
Will the utility, drainage and other necessary public facilities to serve the proposed use meet the adopted codes of the City?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Have you been advised that an accessory building cannot be used for a home-based business?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Have you located utility lines at the site? If no, please call OKIE at 1800-522-	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Will the building have a garage door? If yes, what direction will it face? <i>west</i>	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Will you be paving a driveway to the building?	<input type="radio"/> Yes	<input checked="" type="radio"/> No

Will you be installing a privacy fence or any other type of screening? *already have* Yes No

Will the color/exterior of the building match the house? *have* Yes No

	Accessory Building:	Primary Building:
Use	<i>storage</i>	Residence
Square footage	<i>440</i>	<i>1600</i>
Height	<i>10'</i>	<i>14'</i>
Roof Pitch	<i>4/12</i>	<i>4/12</i>
Roof Material	<i>shingles</i>	<i>shingles</i>
Exterior wall covering	<i>siding</i>	<i>brick</i>

Additional Requirements for the special use permit

- 1. A current and certified list of all recorded property owners within a 300' radius of the entire boundary of the subject property. This list must be obtained from either a bonded abstractor or the County Assessor of Oklahoma County.**
- 2. The fees for a Special use permit for a residential lot is \$344.00 plus a public hearing fee of \$150.00.**
- 3. A site plan shall be included with the application.**

Special Use Permit Procedure

1. Return the application and all other required documentation to the Community Development Department. Once the application has been received and reviewed for completeness, the community Development Director will schedule your application on the next available Planning and Zoning Commission Agenda.
2. Legal Notice of the request will be published in a newspaper of general circulation in the City of Bethany, as required by State Law. At the same time, every property owner within 300' of the property will be notified by letter.
3. The Planning Staff will prepare a staff report with recommendation, which will be mailed to each member of the Planning and Zoning Commission and City Council.
4. At the next scheduled Planning and Zoning Commission meeting, your request will be considered at a public hearing. The Planning Staff will introduce your request, and you and any interested citizens will have the opportunity to speak to the Commission concerning your request. You or your representative must be present.
5. At the conclusion of the public hearing the Commissioners will, by majority vote, convey their recommendation to the City Council.
6. The City Council will then hold another public hearing to vote on the Special use Permit Ordinance. You or your representative must be present at this meeting.

fence

fence

Gate 10'

fence

10'

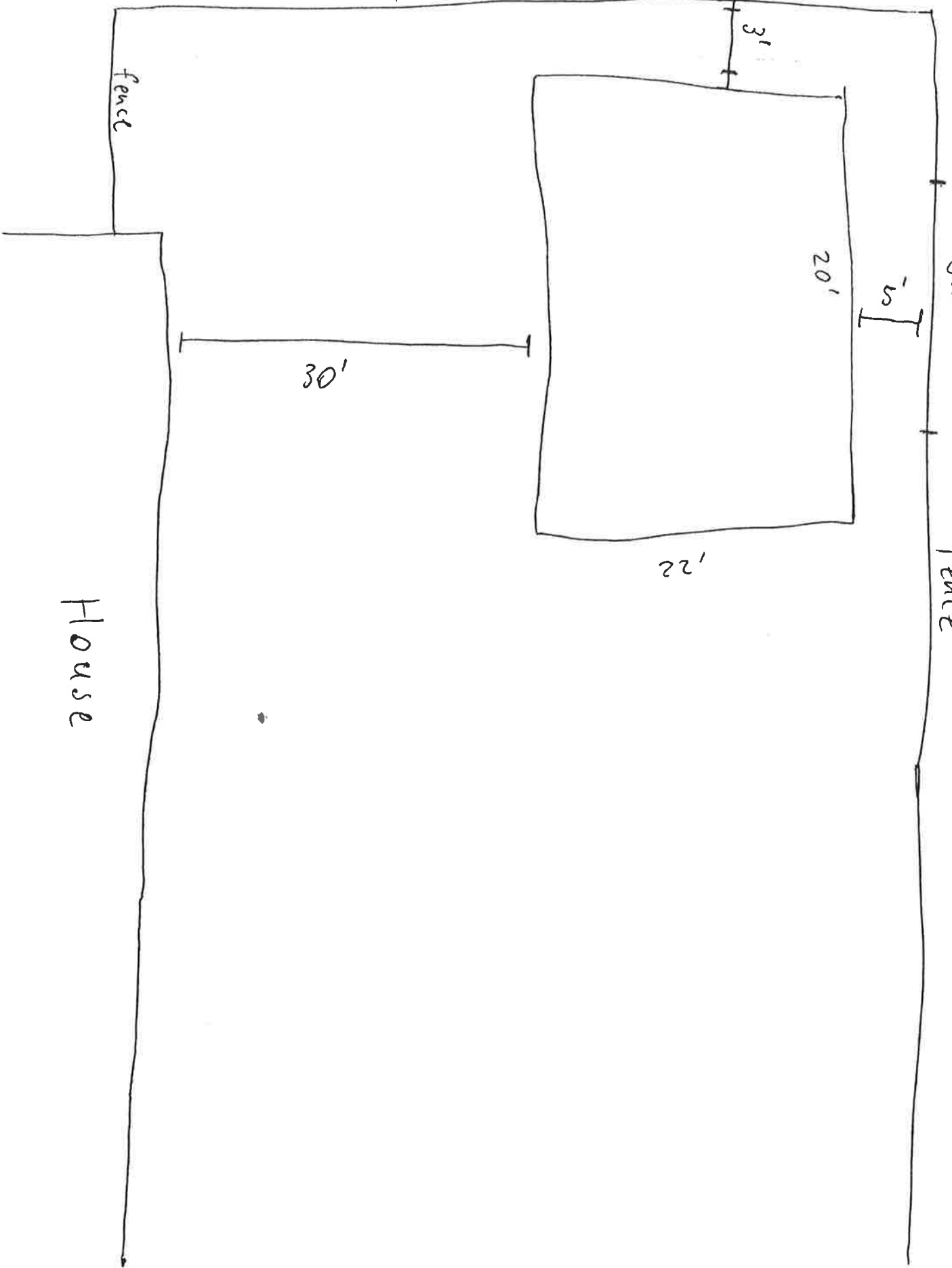
20'

3'

22'

30'

House



PC 23-07

Larry Stein
Oklahoma County Assessor's
Office



Ownership Radius Report

This Official Report is for Account Number **R173893185** and is a **300-foot** radius from the outside of the polygon. **If the minimum number of different owners was not reached it was extended by 100-foot increments** until the required number of different owners was reached, or the maximum distance was reached. This report does not constitute a legal survey or document, for definitive description of real property and ownership; consult the deeds recorded in the Oklahoma County Clerks Office. Official Record of this Certified Radius Report will expire 30 days from the date of creation stamped on the back of this sheet.

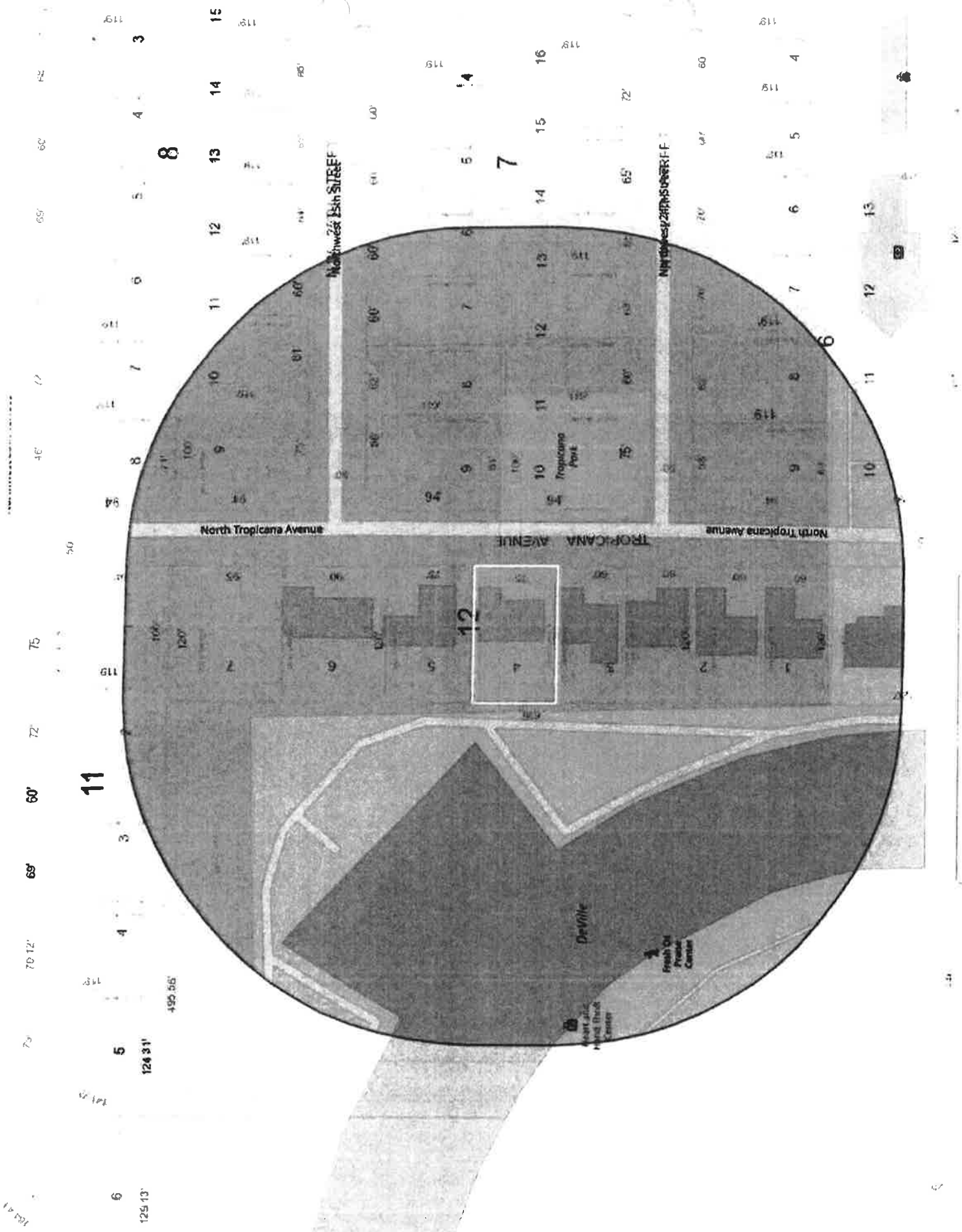
Oklahoma County Assessor's
300ft Radius Report
5/2/2023

accountno	name1	name2	mailingaddress1	city	state	zipcode	subname	block	lot	legal	location
R173892365	BAKER PHYLLIS J TRS	BAKER PHYLLIS J REV TRUST	7730 NW 25TH ST	BETHANY	OK	73008-4918	DEVILLE PARK	007	000	DEVILLE PARK 007 000 LOT 8 EX E3FT & W3FT	7730 NW 25TH ST BETHANY
R173893205	BARLOW SHERI RENEE BEVERLY DONALD G & SANDRA G		2601 N TROPICANA AVE 7728 NW 25TH TER	BETHANY	OK	73008-4956	DEVILLE PARK	012	000	DEVILLE PARK 012 000 N10FT LOT 5 & S80FT LOT 6	2601 N TROPICANA AVE BETHANY
R173893095	BROWN DINDY LISA M		7804 NW 25TH TER	BETHANY	OK	73008-4930	DEVILLE PARK	011	002	DEVILLE PARK 011 002 E72FT LOT 10 & W28FT LOT 11 EXEMPT	7804 NW 25TH TER BETHANY
R173892385	CITY OF BETHANY		PO BOX 219	BETHANY	OK	73008	DEVILLE PARK	007	000	EXEMPT	0 UNKNOWN BETHANY
R173893165	KC HOLDINGS LLC		8701 HUNTER CREEK DR	EDMOND	OK	73012	DEVILLE PARK	012	000	DEVILLE PARK 012 000 N20FT LOT 1 & S40FT LOT 2	2409 N TROPICANA AVE BETHANY
R173892565	CLEVELAND VICKIE		2600 N TROPICANA AVE	BETHANY	OK	73008-4957	DEVILLE PARK	008	000	DEVILLE PARK 008 000 ALL LOT 9 & W25FT LOT 10	2600 N TROPICANA AVE BETHANY
R173892405	EICHELBERGER KELSEY		7725 NW 24TH ST	BETHANY	OK	73008	DEVILLE PARK	007	000	DEVILLE PARK 007 000 E36FT LOT 12 & W27FT LOT 13	7725 NW 24TH ST BETHANY
R173893105	HAMMOND RESIDENCE TRUST		7812 NW 25TH TER	BETHANY	OK	73008-4930	DEVILLE PARK	011	000	DEVILLE PARK 011 000 W48FT LOT 3 & E21FT LOT 4	7812 NW 25TH TER BETHANY
R173893100	HOWARD JENNA		7808 NW 25TH TER	BETHANY	OK	73008-4930	DEVILLE PARK	011	000	DEVILLE PARK 011 000 W18FT LOT 2 & E42FT LOT 3	7808 NW 25TH TER BETHANY
R173892235	HUTCHINS DAVID L	HUTCHINS DARLENE L	7728 NW 24TH ST	BETHANY	OK	73008-4910	DEVILLE PARK	006	000	DEVILLE PARK 006 000 E82FT OF LOT 8	7728 NW 24TH ST BETHANY
R173892395	JACOBSON MADELINE CATHERINE		7729 NW 24TH ST	BETHANY	OK	73008	DEVILLE PARK	007	000	DEVILLE PARK 007 000 E34FT LOT 11 & W26FT LOT 12	7729 NW 24TH ST BETHANY
R173893170	KENNEDY BRIGIDA S	SAMORA BOBBY	2413 N TROPICANA AVE	BETHANY	OK	73008-4952	DEVILLE PARK	012	000	DEVILLE PARK 012 000 N40FT LOT 2 & S20FT LOT 3	2413 N TROPICANA AVE BETHANY
R173892415	KIMES GEORGE D		7721 NW 24TH ST	BETHANY	OK	73008	DEVILLE PARK	007	000	DEVILLE PARK 007 000 E35FT LOT 13 & W20FT LOT 14	7721 NW 24TH ST BETHANY
R173893085	KUMARI NEELAM		2609 N TROPICANA AVE	BETHANY	OK	73008-4956	DEVILLE PARK	011	001	DEVILLE PARK 011 001	2609 N TROPICANA AVE BETHANY
R173893085	KUYENDALL RONALD D & JOAN K TRS	KUYENDALL FAMILY TRUST	3121 N BRIARCLIFF AVE	BETHANY	OK	73008-3728	UNPLTD PT SEC 20 12N 4W	000	000	UNPLTD PT SEC 20 12N 4W 000 000 PT SW4 SEC 20 12N 4W BEG 830FT E & 50FT N OF SW/C SW4 TH E95FT TH ALONG A CURVE LEFT 39.27FT N95FT W120FT S120FT TO BEG	7801 NW 23RD ST BETHANY
R173892255	LOCAL FEDERAL BANK FSB		3817 NW EXPRESSWAY STE 100	OKLAHOMA CITY	OK	73112	DEVILLE PARK	006	000	DEVILLE PARK 006 000 LOTS 10 & 11 & W15FT OF LOT 12	7737 NW 23RD ST BETHANY
R173892345	LUTON GERALD A & BARBARA A TRS	LUTON GERALD & BARBARA DEC 16 2019 TRUST	7724 NW 25TH ST	BETHANY	OK	73008	DEVILLE PARK	007	000	DEVILLE PARK 007 000 W49FT LOT 6 & E11FT LOT 7	7724 NW 25TH ST BETHANY

X

Oklahoma County Assessor's
300ft Radius Report
5/2/2023

R173893155	MORALES JAVIER ALEXANDER CIFUENTES		2405 N TROPICANA	BETHANY	OK	73008	DEVILLE PARK	012	001	DEVILLE PARK 012.001.560FT	2405 N TROPICANA AVE BETHANY
R173787113	INGO LOVE LLC NGUYEN THUY T & DAVIS V TRAN		3300 S FRISCO RD	YUKON	OK	73099-7286	UNPLTD PT SEC 20.12N 4W	000	000	UNPLTD PT SEC 20.12N 4W 000 000 PT SW4 SEC 20.12N 4W BEG 215FT N & 50FT E OF SW/C SW4 TH N445FT E277.82FT N83.68FT E498.56FT S695FT W440FT N25FT TH NLY ON A CURVE 219.91FT W198.95FT TO BEG EX A TR BEG	2408 N COUNCIL RD BETHANY
R173892245			7732 NW 24TH ST	BETHANY	OK	73008-4910	DEVILLE PARK	006	000	DEVILLE PARK 006.000 W13FT LOT 8 & ALL LOT 9	7732 NW 24TH ST BETHANY
R173893215	OLSEN BIFF A & MARY		2605 N TROPICANA AVE	BETHANY	OK	73008-4956	DEVILLE PARK	012	000	DEVILLE PARK 012.000 N5FT LOT 6 & ALL LOT 7	2605 N TROPICANA AVE BETHANY
R173893175	PATTERSON DOUG G	PATTERSON JONI L	2501 N TROPICANA AVE	BETHANY	OK	73008-4954	DEVILLE PARK	012	003	DEVILLE PARK 012.003 N60FT	2501 N TROPICANA AVE BETHANY
R173893185	RIOS JASON	HERNANDEZ MAGALI	2505 N TROPICANA AVE	BETHANY	OK	73008	DEVILLE PARK	012	004	DEVILLE PARK 012.004.575FT	2505 N TROPICANA AVE BETHANY
R173892585	ROSS BENNY G & JAMIE L		7725 NW 25TH ST	BETHANY	OK	73008-4917	DEVILLE PARK	008	000	DEVILLE PARK 008.000 E44FT LOT 11 & W16FT LOT 12	7725 NW 25TH ST BETHANY
R173893195	SAENZ JOSE D		2509 N TROPICANA AVE	BETHANY	OK	73008	DEVILLE PARK	012	000	DEVILLE PARK 012.000 N5FT LOT 4 & S70FT LOT 5	2509 N TROPICANA AVE BETHANY
R173892355	SLAUGHTER WILLIAM TRS	SLAUGHTER PATRICIA ANN TRUST	8117 NW 80TH ST	OKLAHOMA CITY	OK	73132	DEVILLE PARK	007	000	DEVILLE PARK 007.000 W57FT LOT 7 & E3FT LOT 8	7726 NW 25TH ST BETHANY
R173892225	SMITH RYAN A & ADDALYN P		7724 NW 24TH ST	BETHANY	OK	73008	DEVILLE PARK	006	007	DEVILLE PARK 006.007 DEVILLE PARK 007.000 W3FT LOT 8 & ALL LOT 9	7724 NW 24TH ST BETHANY
R173892375	VAIL GARY & ALVERA TRS	GARY & ALVERA REV TRUST	2504 N TROPICANA AVE	BETHANY	OK	73008-4955	DEVILLE PARK	007	000	DEVILLE PARK 007.000 W3FT LOT 8 & ALL LOT 9	2504 N TROPICANA AVE BETHANY
R173892575	WILLIAMS FRANK EDWARD & PATTY JEAN		7729 NW 25TH ST	BETHANY	OK	73008-4917	DEVILLE PARK	008	000	DEVILLE PARK 008.000 E40FT LOT 10 & W21FT LOT 11	7729 NW 25TH ST BETHANY
R173892545	YOHN DONNY E		7724 NW 25TH TER	BETHANY	OK	73008	DEVILLE PARK	008	000	DEVILLE PARK 008.000 W63FT LOT 7 & E9FT LOT 8	7724 NW 25TH TER BETHANY



BETHANY CITY COUNCIL

From: Robert Ray Jones, Jr., City Attorney
Date: June 13, 2023
Subject: Lease of Bethany Public Schools and sublease for Southern Nazarene University of property in McFarland Park.

BACKGROUND

Nearly 25 years ago, the City of Bethany, Bethany Public Schools and Southern Nazarene University entered into an agreement to lease an area of land near McFarland Park for the development of athletic facilities for use by the schools. The agreement has been an unmitigated success that assisted in abating a drug use nuisance that had developed in the area, provided facilities to the schools to utilize for their sporting events, and now hosting the Oklahoma City Lady Force of the Women’s Football Alliance.

This agreement is being amended to include an annual rent starting at \$20,000 to the City of Bethany, which will be allocated to maintain, operate, and improve water and sewer infrastructure in and around the property. The agreement contains a 1% annual increase for rent over the course of the agreement.

The agreement has been updated to account for changes in the law regarding governmental liability and hazardous materials that can be used and or maintained on the property. I have been advised that the agreement has been officially approved by Southern Nazarene University and has been set on the agenda for Bethany Public Schools.

RECOMMENDATION

- 1. Approval of the agreements.

ADDITIONAL COMMENTS



LEASE

THIS LEASE made and entered into and between the CITY OF BETHANY, (“The City”) as Lessor, and INDEPENDENT SCHOOL DISTRICT #88 OF OKLAHOMA COUNTY (“Bethany Schools”), as Lessee.

WITNESSETH:

1. That the City for and in consideration of the covenants and agreements hereinafter set forth, and the performance on the part of Bethany Schools of all the terms hereof, does by this present demise, lease and let unto Bethany Schools the following described property, owned by the City to-wit:

All real property and appurtenances as described on attached Exhibit “A.”

TO HAVE AND TO HOLD the same unto Bethany Schools from January 1, 2026 to December 31, 2051. This Lease is subject to the approval and appropriation of necessary funds by Bethany Schools each fiscal year to carry out the terms of this Lease. In the event Bethany Schools shall fail to appropriate funds for the Lease in any given fiscal year, then this Lease shall terminate unless renewed and approved as provided in Sections 6 & 7 herein. Notices pursuant to this paragraph must also be delivered to any approved sub-lessee identified in Sections 7 and 16. This Lease is also subject to annual mutual ratification as set out below.

2. For and in consideration of the use and occupancy of said premises, Bethany Schools hereby agrees and covenants with the City that Bethany Schools will:
 - a. Pay to the City the sum of \$20,000.00 in the first year as rent payable on the last day of December of each year of the lease and any renewal thereof. Each subsequent year, the rent shall increase by 1% over the course of the agreement. The City of Bethany agrees to dedicate the rent for underground infrastructure repairs, maintenance, and improvements to the facilities on and around the leased premises. The City of Bethany shall not be responsible for restoring any fields, buildings, or structures constructed over underground utilities and easements other than that required by law.
 - b. Bethany Schools shall have the exclusive use of the premises during the term of the lease, which use shall be limited to athletic, recreational, cultural and any Bethany School – sponsored and/or Southern Nazarene University – sponsored activity.
 - c. Bethany Schools shall be responsible for the maintenance and repair of buildings, structures and improvements on the premises that are used to host, sponsor, or otherwise engage in certain athletic or recreational events or other uses allowed under this Lease. Bethany Schools agrees all maintenance and repair shall be completed in a workmanlike manner and in accordance with all building codes and regulations of the State of Oklahoma and the City. To the extent allowed by law, Bethany Schools shall indemnify and hold harmless the City of Bethany from any

claim of negligence resulting or arising from the Bethany Schools use and or maintenance of buildings, structures and improvements on the premises that are used for recreational, sporting, or cultural events hosted or sponsored by Bethany Schools.

- d. Bethany Schools shall maintain the entire leased premises herein in good condition, free and clear of all paper, trash cans, bottles, weeds, grass or other debris or matter by whatever description throughout the entire term of the Lease.
- e. Bethany Schools shall not construct, or permit any type of permanent construction without the prior approval of the City, which approval shall not be unreasonably withheld.
- f. The City shall have the right to ration the use of water in the area in a manner and method consistent with those imposed upon or implemented against other users of water and to collect such charges as may be fixed by the City for the use thereof, and to permit the City to limit the use or discontinue same altogether during periods of water shortage.
- g. Bethany Schools shall reasonably maintain lighting to illuminate the area in such a way that it will be focused on the area only and will not utilize the lighting in a manner that is detrimental or a nuisance to the residents or businesses in the area. To the extent allowed by law, Bethany Schools shall indemnify and hold harmless the City of Bethany from any claim of nuisance resulting from Bethany Schools use of lighting at the premises for recreational, sporting, or cultural events.
- h. Bethany Schools will at its expense reasonably maintain the drives, parking area, bleachers, stadiums, restrooms, sanitary facilities, trees, shrubs, grass, fences, or other improvement in good condition, and shall replace any trees and shrubs that might in any way be damaged by participants, spectators, automobiles, or otherwise, and to reasonably operate and maintain said leased premises in a way as to not interfere with the use of the property for municipal purposes by the city.
- i. Bethany Schools or a permitted sub-lessee shall pay all electric, gas, water, or other utility bills and save the City harmless from any liability thereon.
- j. Bethany Schools shall not permit any illegal activities to be conducted on the leased premises.
- k. No political activities shall be allowed.
- l. Bethany Schools may charge admission, but such charges shall not be excessive and shall be set in order to cater to the maximum number of people. Only those fees necessary to support the activity will be charged to those participating and the spectators.

- m. Bethany Schools shall have the right to sell, deal or otherwise trade in merchandise, memorabilia, refreshments, or any other similar item which is consistent with those normally sold or traded at other similar facilities engaging in the type of activities allowed under the lease; provided, Bethany Schools shall not sell or otherwise provide, or cause or allow alcoholic beverages to be sold or permitted on the premises.
3. Bethany Schools shall carry general liability insurance on the premises in amounts not less than the limits required in the Oklahoma Governmental Tort Claims Act, as it may be amended, and Bethany Schools shall carry workers' compensation coverage for all employees of the School in the minimum amount required by law. For purposes of both liability and workers' compensation insurance, Bethany Schools shall furnish certificates of coverage to the City each January, said certificates to provide at least ten (10) days-notice prior to cancellation of coverage. To the extent allowed by law, Bethany Schools agrees to indemnify and hold harmless the City from all liability arising from Bethany School's negligence in the use of the leased premises. The City agrees to indemnify and hold harmless Bethany Schools from any liability arising from the City's negligence arising from the use of the property.
4. Bethany Schools shall not discriminate against persons on the basis of race, color, national origin, sex, age, religion, or disability in the employment, participation, access to, or use of the leased premises.
5. This Lease shall not be transferred or assigned to any other organizations or persons without written consent of the City, and any attempt to assign or transfer the rights under this Lease shall be null and void, and of no force and effect, and shall constitute within itself a cancellation of this Lease.
6. If Bethany Schools materially breaches or fails to perform any term, provision, covenant, or requirement described or contained within the lease, the City shall notify Bethany Schools in writing of such default, and Bethany Schools shall have sixty (60) days from the receipt of such written notice to cure such default. If such default cannot reasonably be cured within such period, Bethany Schools shall notify the City in writing of such fact and the actions being taken to cure the default. Bethany Schools shall have a reasonable time thereafter to cure such default. If Bethany Schools is unwilling to cure such default within the allotted time or is unable to cure such default within a reasonable time after notice of its intent to cure such default, the City may terminate the lease by providing Bethany Schools with written notice of termination. The Lease shall terminate as of the date Bethany Schools receives such notice of termination and shall immediately vacate and surrender possession of the premises to the City. The City shall have the right to forcibly remove Bethany Schools from the premises without being guilty of trespass, forcible entry or detainer. Notices pursuant to this paragraph must also be delivered to any approved sub-lessee identified in paragraph 7.
7. As part of this Lease, the City expressly consents to the sub-lease of a portion of the subject property by Bethany Schools to Southern Nazarene University pursuant to a sub-lease

agreement. It is expressly agreed by the City of Bethany that Southern Nazarene University, as an approved Sub-lessee, shall have the right to cure any default by Bethany Schools in this Lease, and to renew this Lease on its own behalf in the event Bethany Schools fails to renew this Lease.

8. During the term of the Lease, Bethany Schools shall have the right and authority to grant temporary use of the premises to another party so long as such use complies with those described herein and the third party agrees to comply with the terms and conditions of the Lease and provided the third party agrees to indemnify and hold harmless the City of Bethany from all liability stemming from the third party's use of the property.
9. The City shall have the right to go upon said leased property and inspect the same and determine if the covenants or conditions in the Lease are being satisfied, and may make demand for compliance by Bethany Schools. Bethany schools shall within sixty (60) days from receipt of said demand, comply with the provisions of this Lease, or submit a plan and timetable for compliance for the review, modification, and approval of the City.
10. Except as provided herein, a breach of any of the covenants or agreements of this Lease on the part of Bethany Schools will result in cancellation of said Lease. No holding over after the term hereof shall constitute a renewal of this Lease.
11. In addition, Bethany Schools hereby covenants not to permit or introduce any hazardous material to be brought upon, kept, or used in or about the leased premises by Bethany Schools, or its agents, employees, contractors, sub-lessees or invitees without the prior written consent of the City, which City shall not reasonably withhold as long as Bethany Schools demonstrates to City's reasonable satisfaction that such hazardous material is necessary or useful to Bethany School's operation hereunder, and will be used, kept, and stored in a manner that complies with all laws regulating any such hazardous materials so brought upon, used, or kept in or about the leased premises. If Bethany Schools breaches the obligations stated in the preceding sentence, or if the presence of hazardous material on the leased premises caused or permitted by Bethany Schools results in contamination, or if contamination of the leased premises by hazardous material otherwise occurs for which Bethany Schools is legally liable, to City for damage resulting therefrom, then Bethany Schools shall, to the extent allowed by law, indemnify, defend, and hold the City of Bethany, its officers, agents, and employees harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including without limitation, diminution in value of the leased premises, damages for the loss or restriction on use of rentable or usable space, or of any amenity of the leased premises, damages, arising from any adverse impact on marketing of space, and sum paid in settlement of claims, attorneys' fees, consultant fees, and expert fees) which arises during or after the lease term hereof as a result of such contamination. This indemnification of the City by Bethany Schools includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal, or restoration work required by any federal, state, or local government agency or political subdivision because of hazardous material present in the soil or ground water on or under the leased premises. Without limiting the foregoing, if the presence of any hazardous material on the leased

premises caused or permitted by Bethany Schools results in any contamination of the leased premises, Bethany Schools shall promptly take all actions at its sole expense as are necessary to return the leased premises to the condition existing prior to the introduction of any such hazardous material to the leased premises; provided the City's approval for such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the leased premises or the nearby water plant. The foregoing indemnity shall survive the expiration or earlier termination of this agreement. As used herein the term "hazardous material" means any hazardous or toxic substance, material, or waste including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101), or by the Environmental Protection Agency as hazardous substances (40 CFR part 302) and amendments thereof, or such substances, materials, and wastes that are or become regulated under any applicable local, state, or federal law. Under no circumstances will infectious substances or radioactive materials as categorized in 49 CFR 172.101 be permitted on the property.

12. Bethany Schools expressly acknowledges that the City has the right to terminate the Lease within thirty (30) days written notice for that certain portion of the leased premises related to the City's existing water facilities when the City, in its sole discretion determines that such property is needed for purposes of maintenance, expanding, enhancing, improving, and operating its water facilities.
13. In the event any provision of the Lease is held to be invalid, illegal or unenforceable under any present or future law during the term of the lease, such provision shall be fully severable, and the Lease shall be construed and enforce as if such invalid, illegal or unenforceable provision had never comprise a part of the Lease, and the remaining provisions of the Lease shall remain in full force and effect and shall not be affected by such invalid, illegal or unenforceable provision or by its severance from the Lease. Furthermore, in lieu of each such invalid, illegal, or unenforceable provisions, the parties agree to amend the Lease and add a provision mutually agreeable to the parties as similar in terms and meaning to such invalid, illegal, or unenforceable provision as may be possible and still be valid, legal, and enforceable.
14. This Lease is binding on the successors and assigns of the parties; however, this paragraph shall not be construed as authorizing any assignment without consent of the City.
15. This Agreement contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements, and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage inconsistent with any of the terms hereof.
16. Notice under this Lease shall mean written notice addressed as follows, and deposited in the United States Mail with first class postage prepaid:

City of Bethany
c/o City Clerk
P.O. Box 219
Bethany, OK 73008

Independent School District #88 of Oklahoma County
c/o School Superintendent
6721 NW 42nd Street
Bethany, OK 73008

Southern Nazarene University
c/o President
6729 NW 39th Expy
Bethany, OK 73008

17. This Lease shall be automatically null and void if: (i) Bethany Schools does not take actual possession of the premises, or (ii) any action or proceedings, legal or otherwise, prevents, interferes with or otherwise impairs the actual possession and quiet enjoyment of the premises by Bethany Schools.

18. Notwithstanding any other term or provision in this Lease, or in any appendix or attachment thereto, the term of this Agreement will extend beyond June 30, 2026, and for any subsequent fiscal year, only if the Lease is mutually ratified by City and Bethany Schools for each of those fiscal years. Bethany Schools agrees that its Board of Education will take action to ratify or not ratify this Agreement for the next ensuing fiscal year no later than at its regular July meeting and to promptly notify City of whether the Agreement is ratified or not ratified for that fiscal year. Notwithstanding any other provision in the Agreement, or in any appendix or attachment thereto, including any agreement for services or products, Bethany Schools may terminate this Agreement by providing written notice of such termination to City following Bethany Schools' July Board of Education meeting.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF BETHANY, OKLAHOMA, Lessor

By: _____
Mayor

ATTEST:

City Clerk

INDEPENDENT SCHOOL DISTRICT #88 OF
OKLAHOMA COUNTY, Lessee

By: _____
President, Board of Education

ATTEST:

Clerk, Board of Education

EXHIBIT A

LEGAL DESCRIPTION

BETHANY PUBLIC SCHOOLS LEASE OF MCFARLAND PARK

A part of the NE $\frac{1}{4}$ of Section 18, T12N, R4W, I.M., Bethany, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the NE Corner of the NE $\frac{1}{4}$ of said Section 18;

Thence S $88^{\circ}53'15''$ W and along the north line of said section and along the center line of N.W. 50th Street a distance of 1410.24 feet to the Point or Place of Beginning;

Thence S $00^{\circ}13'23''$ E a distance of 555.12 feet;

Thence S $54^{\circ}07'08''$ E a distance of 30.97 feet;

Thence S $34^{\circ}33'50''$ W a distance of 29.96 feet;

Thence S $55^{\circ}34'39''$ E a distance of 43.78 feet to a point on the west right-of-way line of the Bluff Creek Canal;

Thence S $39^{\circ}12'42''$ W along the west right-of-way line of the Bluff Creek Canal a distance of 1018.34 feet;

Thence S $88^{\circ}53'15''$ W a distance of 622.01 feet to a point on the west line of said NE $\frac{1}{4}$;

Thence N $00^{\circ}16'57''$ E along the west line of said NE $\frac{1}{4}$ a distance of 1400.00 feet to the NW corner of said NE $\frac{1}{4}$;

Thence N $88^{\circ}53'15''$ E along the north line of said Section 18 and along the centerline of NW 50th Street a distance of 1226.44 feet to the Point or Place of Beginning.

Said tract contains 34.42 acres, more or less.

SUBLEASE

THIS SUBLEASE made and entered into and between the INDEPENDENT SCHOOL DISTRICT #88 OF OKLAHOMA COUNTY (“Bethany Schools”), as Sublessor, and SOUTHERN NAZARENE UNIVERSITY (“SNU”) as Sublessee.

WITNESSETH:

WHEREAS, Bethany Schools is the Lessee of certain hereinafter described property under a Lease with the City of Bethany, Oklahoma (“City”), dated _____, 2026, hereinafter called the “Superior Lease.”

1. That Bethany Schools for and in consideration of the covenants and agreements hereinafter set forth, and the performance on the part of SNU of all the terms hereof, and subject to the lease terms of the Superior Lease dated _____, 2026, between Bethany Schools and the City, does by these presents demise, lease and let unto SNU the following described property, owned by the City to-wit:

All real property and appurtenances as described on attached Exhibit “A.”

TO HAVE AND TO HOLD the same unto SNU from January 1, 2026 to December 31, 2051. This Sublease is subject to the approval and appropriation of necessary funds by Bethany Schools each fiscal year to carry out the terms of this Sublease. In the event Bethany Schools shall fail to appropriate funds for the Sublease in any given fiscal year, then this Sublease shall terminate unless the Superior Lease is renewed and approved by SNU as provided in Section 7 herein.

2. For and in consideration of the use and occupancy of said premises, SNU hereby agrees and covenants with Bethany Schools that SNU will:
 - a. Pay to Bethany Schools the sum of \$10,000.00 in the first year as rent on the last day of December of each year of this Sublease and any renewal thereof. Each subsequent year, the rent shall increase by 1% over the course of the agreement.
 - b. SNU shall have the exclusive use of the premises during the term of the Sublease, which use shall be limited to athletic, recreational, cultural and any Bethany Schools – sponsored and/or Southern Nazarene University – sponsored activity.
 - c. SNU shall be responsible for the maintenance and repair of buildings, structures and improvements on the premises that are used to host, sponsor, or otherwise engage in certain athletic or recreational events or other uses allowed under this Sublease. SNU agrees all maintenance and repair shall be completed in a workmanlike manner and in accordance with all building codes and regulations of the State of Oklahoma and the City. SNU shall indemnify and hold harmless the Bethany Schools and the City from any claim of negligence resulting or arising from SNU’s use and or maintenance of buildings, structures and improvements on

the premises that are used for recreational, sporting, or cultural events hosted or sponsored by SNU.

- d. SNU shall maintain the entire Subleased premises herein in good condition, free and clear of all paper, trash cans, bottles, weeds, grass or other debris or matter by whatever description throughout the entire term of the Sublease.
- e. SNU shall not construct, or permit any type of permanent construction without the prior approval of the City, which approval shall not be unreasonably withheld.
- f. The City shall have the right to ration the use of water in the area in a manner and method consistent with those imposed upon or implemented against other users of water and to collect such charges as may be fixed by the City for the use thereof, and to permit the City to limit the use or discontinue same altogether during periods of water shortage.
- g. SNU shall reasonably maintain lighting to illuminate the area in such a way that it will be focused on the area only and will not utilize the lighting in a manner that is detrimental or a nuisance to the residents or businesses in the area. SNU shall indemnify and hold harmless Bethany Schools and the City from any claim of nuisance resulting from SNU's use of lighting at the premises for recreational, sporting, or cultural events.
- h. SNU will at its expense reasonably maintain the drives, parking area, bleachers, stadiums, restrooms, sanitary facilities, trees, shrubs, grass, fences, or other improvement in good condition, and shall replace any trees and shrubs that might in any way be damaged by participants, spectators, automobiles, or otherwise, and to reasonably operate and maintain said Subleased premises in a way as to not interfere with the use of the property for municipal purposes by the city.
- i. SNU shall pay all electric, gas, water, or other utility bills and save Bethany Schools harmless from any liability thereon.
- j. SNU shall not permit any illegal activities to be conducted on the Subleased premises.
- k. No political activities shall be allowed.
- l. SNU may charge admission, but such charges shall not be excessive and shall be set in order to cater to the maximum number of people. Only those fees necessary to support the activity will be charged to those participating and the spectators.
- m. SNU shall have the right to sell, deal or otherwise trade in merchandise, memorabilia, refreshments, or any other similar item which is consistent with those normally sold or traded at other similar facilities engaging in the type of activities

allowed under the Sublease; provided, SNU shall not sell or otherwise provide, or cause or allow alcoholic beverages to be sold or permitted on the premises.

- n. In August of each year during the term of the Sublease, SNU shall provide the City with a copy of its most current IRS Form 990 filed with the Internal Revenue Service.
3. SNU shall carry general liability insurance on the premises in amounts not less than the limits required in the Oklahoma Governmental Tort Claims Act, as it may be amended, and SNU shall carry workers' compensation coverage for all employees of the SNU in the minimum amount required by law. For purposes of both liability and workers' compensation insurance, SNU shall furnish certificates of coverage to Bethany Schools and the City each January, said certificates to provide at least ten (10) days-notice prior to cancellation of coverage. SNU agrees to indemnify and hold harmless Bethany Schools and the City from all liability arising from SNU's use of the leased premises.
4. SNU shall not discriminate against persons on the basis of race, color, national origin, sex, age, religion, or disability in the employment, participation, access to, or use of the Subleased premises.
5. This Sublease shall not be transferred or assigned to any other organizations or persons without written consent of Bethany Schools and the City, and any attempt to assign or transfer the rights under this Sublease shall be null and void, and of no force and effect, and shall constitute within itself a cancellation of this Sublease.
6. If SNU materially breaches or fails to perform any term, provision, covenant, or requirement described or contained within the Sublease, Bethany Schools shall notify SNU in writing of such default, and SNU shall have sixty (60) days from the receipt of such written notice to cure such default. If such default cannot reasonably be cured within such period, SNU shall notify Bethany Schools in writing of such fact and the actions being taken to cure the default. SNU shall have a reasonable time thereafter to cure such default. If SNU is unwilling to cure such default within the allotted time or is unable to cure such default within a reasonable time after notice of its intent to cure such default, Bethany Schools may terminate the Sublease by providing SNU with written notice of termination. The Sublease shall terminate as of the date SNU receives such notice of termination and shall immediately vacate and surrender possession of the premises to Bethany Schools. Bethany Schools shall have the right to forcibly remove SNU from the premises without being guilty of trespass, forcible entry or detainer.

In the event Bethany Schools shall default under the Superior Lease, the City shall notify SNU in writing of such default, and SNU shall have sixty (60) days from the receipt of such written notice to cure such default. If such default cannot reasonably be cured within such period, SNU shall notify the City in writing of such fact and the actions being taken to cure such default, and SNU shall have a reasonable time thereafter to cure such default. If SNU is unwilling to cure such default within such period or is unable to cure such default within a reasonable time after notifying the City of its intent to cure such default, the City

may terminate the Sublease by providing SNU with written notification of such termination. The Sublease shall terminate as of the date SNU receives such written notification, and SNU shall immediately vacate and surrender possession of the premises to the City. The City shall have the right to forcibly remove SNU from the premises without being guilty of trespass, forcible entry or detainer.

7. If any lien is filed against the City, Bethany Schools, SNU or the premises for or purporting to be for any labor, material or services furnished or provide to or for the premises, SNU shall discharge the same in any manner chosen by SNU within a reasonable time after receiving notice of such lien. If SNU fails to discharge such lien within a reasonable time, the City or Bethany Schools may discharge such lien and charge the expenses to discharge such lien to SNU. Upon demand of such expenses, SNU shall repay such expenses as additional rent, together with interest thereon at the rate of ten percent (10%) per annum calculated from the date such expenses are paid by the City or Bethany Schools.
8. During the term of the Sublease, SNU shall have the right and authority to grant temporary use of the premises to another party so long as such use complies with those described herein and the third party agrees to comply with the terms and conditions of the Sublease and Superior Lease and provided the third party agrees to indemnify and hold harmless Bethany Public Schools and the City from all liability stemming from the third party's use of the property.
9. Bethany Schools and the City shall have the right to go upon said Subleased property and inspect the same and determine if the covenants or conditions in the Sublease are being satisfied, and may make demand for compliance by SNU. SNU shall within sixty (60) days from receipt of said demand, comply with the provisions of this Sublease, or submit a plan and timetable for compliance for the review, modification, and approval of Bethany Schools and/or the City.
10. Except as provided herein, a breach of any of the covenants or agreements of this Sublease on the part of SNU will result in cancellation of said Sublease. No holding over after the term hereof shall constitute a renewal of this Sublease.
11. In addition, SNU hereby covenants not to permit or introduce any hazardous material to be brought upon, kept, or used in or about the Subleased premises by SNU, or its agents, employees, contractors, sub-lessees or invitees without the prior written consent of the City, which City shall not reasonably withhold as long as SNU demonstrates to City's reasonable satisfaction that such hazardous material is necessary or useful to Bethany School's operation hereunder, and will be used, kept, and stored in a manner that complies with all laws regulating any such hazardous materials so brought upon, used, or kept in or about the Subleased premises. If SNU breaches the obligations stated in the preceding sentence, or if the presence of hazardous material on the Subleased premises caused or permitted by SNU results in contamination, or if contamination of the Subleased premises by hazardous material otherwise occurs for which SNU is legally liable, to City for damage resulting therefrom, then SNU shall, to the extent allowed by law, indemnify, defend, and hold Bethany Schools and the City of Bethany, their officers, agents, and employees harmless

from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including without limitation, diminution in value of the Subleased premises, damages for the loss or restriction on use of rentable or usable space, or of any amenity of the Subleased premises, damages, arising from any adverse impact on marketing of space, and sum paid in settlement of claims, attorneys' fees, consultant fees, and expert fees) which arises during or after the Sublease term hereof as a result of such contamination. This indemnification of Bethany Schools and the City by SNU includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal, or restoration work required by any federal, state, or local government agency or political subdivision because of hazardous material present in the soil or ground water on or under the Subleased premises. Without limiting the foregoing, if the presence of any hazardous material on the Subleased premises caused or permitted by SNU results in any contamination of the Subleased premises, SNU shall promptly take all actions at its sole expense as are necessary to return the Subleased premises to the condition existing prior to the introduction of any such hazardous material to the Subleased premises; provided the City's approval for such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Subleased premises or the nearby water plant. The foregoing indemnity shall survive the expiration or earlier termination of this agreement. As used herein the term "hazardous material" means any hazardous or toxic substance, material, or waste including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101), or by the Environmental Protection Agency as hazardous substances (40 CFR part 302) and amendments thereof, or such substances, materials, and wastes that are or become regulated under any applicable local, state, or federal law. Under no circumstances will infectious substances or radioactive materials as categorized in 49 CFR 172.101 be permitted on the property.

12. SNU expressly acknowledges that the City has the right to terminate the Sublease within thirty (30) days written notice for that certain portion of the Subleased premises related to the City's existing water facilities when the City, in its sole discretion determines that such property is needed for purposes of maintenance, expanding, enhancing, improving, and operating its water facilities.
13. In the event the Superior Lease is terminated for any reason whatsoever, the premises subject to the terms of the Sublease shall be amended to include the property. Furthermore, in the event the Superior Lease is terminated for any reason whatsoever, the City shall take any and all actions or measures required, legal or otherwise, to ensure the enforceability of the terms of the Sublease as modified under this section and SNU's continued use, possession, and quiet enjoyment of the lease premises.
14. In the event any provision of the Sublease is held to be invalid, illegal or unenforceable under any present or future law during the term of the Sublease, such provision shall be fully severable, and the Sublease shall be construed and enforce as if such invalid, illegal or unenforceable provision had never comprise a part of the Sublease, and the remaining provisions of the Sublease shall remain in full force and effect and shall not be affected by

such invalid, illegal or unenforceable provision or by its severance from the Sublease. Furthermore, in lieu of each such invalid, illegal, or unenforceable provisions, the parties agree to amend the Sublease and add a provision mutually agreeable to the parties as similar in terms and meaning to such invalid, illegal, or unenforceable provision as may be possible and still be valid, legal, and enforceable.

15. This Sublease is binding on the successors and assigns of the parties; however, this paragraph shall not be construed as authorizing any assignment without consent of Bethany Schools and the City.
16. This Agreement contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements, and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage inconsistent with any of the terms hereof.
17. Notice under this Sublease shall mean written notice addressed as follows, and deposited in the United States Mail with first class postage prepaid:

City of Bethany
c/o City Clerk
P.O. Box 219
Bethany, OK 73008

Independent School District #88 of Oklahoma County
c/o School Superintendent
6721 NW 42nd Street
Bethany, OK 73008

Southern Nazarene University
c/o President
6729 NW 39th Expy
Bethany, OK 73008

18. This Sublease shall be automatically null and void if: (i) SNU does not take actual possession of the premises, or (ii) any action or proceedings, legal or otherwise, prevents, interferes with or otherwise impairs the actual possession and quiet enjoyment of the premises by SNU.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF BETHANY, OKLAHOMA, Lessor of Superior Lease

By: _____
Mayor

ATTEST:

City Clerk

INDEPENDENT SCHOOL DISTRICT #88 OF
OKLAHOMA COUNTY, Sublessor

By: _____
President, Board of Education

ATTEST:

Clerk, Board of Education

SOUTHERN NAZARENE UNIVERSITY,
Sublessee

By: _____

ATTEST:

Secretary

EXHIBIT A

LEGAL DESCRIPTION

BETHANY PUBLIC SCHOOLS LEASE OF MCFARLAND PARK

A part of the NE $\frac{1}{4}$ of Section 18, T12N, R4W, I.M., Bethany, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the NE Corner of the NE $\frac{1}{4}$ of said Section 18;

Thence S $88^{\circ}53'15''$ W and along the north line of said section and along the center line of N.W. 50th Street a distance of 1410.24 feet to the Point or Place of Beginning;

Thence S $00^{\circ}13'23''$ E a distance of 555.12 feet;

Thence S $54^{\circ}07'08''$ E a distance of 30.97 feet;

Thence S $34^{\circ}33'50''$ W a distance of 29.96 feet;

Thence S $55^{\circ}34'39''$ E a distance of 43.78 feet to a point on the west right-of-way line of the Bluff Creek Canal;

Thence S $39^{\circ}12'42''$ W along the west right-of-way line of the Bluff Creek Canal a distance of 1018.34 feet;

Thence S $88^{\circ}53'15''$ W a distance of 622.01 feet to a point on the west line of said NE $\frac{1}{4}$;

Thence N $00^{\circ}16'57''$ E along the west line of said NE $\frac{1}{4}$ a distance of 1400.00 feet to the NW corner of said NE $\frac{1}{4}$;

Thence N $88^{\circ}53'15''$ E along the north line of said Section 18 and along the centerline of NW 50th Street a distance of 1226.44 feet to the Point or Place of Beginning.

Said tract contains 34.42 acres, more or less.

BETHANY CITY COUNCIL

From: Robert Ray Jones, Jr.
Date: June 15, 2023
Subject: Dobson Fiber Agreement for fiber optic internet

BACKGROUND

The packet includes a negotiated agreement with Dobson Fiber for the use of the City of Bethany’s right-of-way for the installation of fiber optic internet service. Pursuant to the 47 U.S.C.A § 253 of the Telecommunications Act of 1996, telecommunications providers, such as Dobson Fiber, have a legal right to access to public rights-of-way. Despite the access, the City of Bethany has the authority to manage its rights-of-way and to impose compensation requirements for the use of its rights-of-way so long as the compensation is fair and reasonable, competitively neutral, non-discriminatory and is publicly disclosed. The packet includes the proposed agreement between Dobson Fiber. The provisions provide that 5% of gross revenues collected from customers are to be paid as a fee to use the city’s rights-of-way. Additionally, Dobson Fiber has agreed to provide free of charge 1 gigabit dedicated commercial internet access to the Public Works Department, City Hall, City Library, and the Police Department, and wi-fi redundancy for the police department. There are other standard clauses contained within the contract such as insurance requirements, and repair and maintenance of the rights-of-way during installation.

RECOMMENDATION

- 1. Approval of Agreement.

ADDITIONAL COMMENTS



Right of Way Access Agreement

Between the City of Bethany

and

Dobson Technologies, Inc.

THIS IS AN AGREEMENT, made as of the date of the last signature of the parties, between the City of Bethany, a Municipal Corporation in the State of Oklahoma (hereinafter called CITY), and Dobson Technologies, Inc. dba Dobson Fiber (hereinafter called DOBSON). CITY agrees to permit DOBSON to have non-exclusive access to public right of way over and under certain streets, alleys, easements, and public rights-of-way within the corporate limits of the CITY.

The CITY and DOBSON, in consideration of their mutual covenants herein, agree to the following:

SECTION 1: Right of Way Access Requirements

1.1 Conditions of Street Occupancy. All transmission and distribution structures, poles, other lines, and equipment installed or erected by DOBSON pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of such Public Ways. DOBSON shall comply with all right-of-way and easement management ordinances and/or regulations enacted by CITY, including such ordinances and/or regulations enacted after the effective date of this Agreement. It is expressly understood that this Agreement conveys no property interest of any kind in or to any public land, rights-of-way, or easements to DOBSON.

1.2 Restoration of Public Ways and infrastructure in the Right-of-Way. If, during the course of DOBSON's construction, operation, or maintenance of the Cable System, there occurs a disturbance of any Public Way or any city infrastructure in any Right-of-Way by DOBSON, it shall, at its expense, replace and restore such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance.

1.3 Relocation at Request of the CITY. Upon its receipt of reasonable advance notice, DOBSON shall, at its own expense, protect, support, temporarily disconnect, relocate in the Public Way, or remove from the Public Way, any property of DOBSON when lawfully required by CITY by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of structures or improvements by CITY; but DOBSON shall, in all cases, have the right of abandonment of its property. If public funds are available to any company using such street, easement, or right of way for the purpose of defraying the cost of any of the foregoing, such funds shall also be made available to DOBSON.

1.4 Relocation at Request of Third Party. DOBSON shall, at the request of any Person holding a building or other structure moving permit issued by CITY, temporarily raise or lower its wires to permit the moving of such building or other structure, provided: (a) the expense of such temporary raising or lowering of wires is paid by such Person, including, if required by DOBSON, making such payment in advance; and (b) DOBSON is given not fewer than ten (10) business days' advance written notice to arrange for such temporary wire changes.

1.5 Trimming of Trees and Shrubbery. DOBSON shall have the authority to trim trees or other natural growth overhanging any of its Fiber Internet System in the Service Area so as to prevent branches from coming in contact with DOBSON wires, cables, or other equipment. DOBSON shall reasonably compensate CITY or property owner for any damages caused by such

trimming.

1.6 Safety Requirements. Construction, installation, and maintenance of the Fiber Internet System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with applicable FCC or other federal, state, and local regulations. The Fiber Internet System shall not unreasonably endanger or interfere with the safety of persons or property in the Service Area.

1.7 Aerial and Underground Construction. In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground, DOBSON likewise shall construct, operate, and maintain all of its Fiber Internet facilities underground, provided that such facilities are actually capable of receiving DOBSON's Fiber Internet and other equipment without technical degradation. In those areas of the Service Area where the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are both aerial and underground, DOBSON shall have the sole discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing contained in this Subsection 1.7 shall require DOBSON to construct, operate, and maintain underground any ground-mounted appurtenances such as subscriber taps, line extenders, system passive devices (splitters, directional couplers), amplifiers, power supplies, pedestals, or other related equipment. Notwithstanding anything to the contrary contained in this Subsection 1.7, in the event that all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are placed underground after the effective date of this Agreement, DOBSON shall only be required to construct, operate, and maintain all of its transmission and distribution facilities underground if it is given reasonable notice and access to the public utilities' facilities at the time that such are placed underground.

1.8 Pole Attachments. Utility poles owned by CITY or an affiliated entity shall be available for use by DOBSON. DOBSON shall obtain permission from CITY for the use of poles owned by CITY or its affiliate. Additionally, CITY owned property may be available, including parks, and CITY owned poles.

1.9 Notice of Construction. DOBSON shall provide written notice to the CITY Engineer and Public Utilities Department and the CITY Planning Department not less than twenty (20) days prior to commencement of any routine construction, installation, or maintenance operation conducted in the public land, rights-of-way, or easements. If such routine construction, installation, or maintenance operation will interrupt, impede or restrict vehicular traffic, DOBSON shall provide advance public notice of same and shall provide on-site safeguard and traffic warnings. In emergency situations arising at other than regular business hours, notice of the work undertaken shall be given by DOBSON to the CITY Engineer and Public Utilities Department and the CITY Planning Department the following business day.

1.10 Methods of Construction.

The method of construction of said Fiber Internet facilities shall be subject to the approval of the CITY Engineer.

The Fiber Internet cable shall be constructed, repaired, renewed, and maintained by DOBSON at DOBSON's own cost and expense in a safe, proper, and workmanlike manner and at such times and in such a manner as not to prevent or interfere with the safe, proper, and convenient movement of traffic.

DOBSON shall backfill all trenches, fill all holes caused by shrinkage, remove all excess dirt, and leave the premises in a solid and safe condition. DOBSON shall restore all sodded areas to its original condition by placing slab sod on all disturbed areas and subject to the inspection and approval of the CITY Engineer. If DOBSON shall fail to make any repairs or do any work required of DOBSON by the provisions of this Agreement within ten (10) working days after receipt of written notice from the CITY calling attention thereto and requesting such repairs or work to be done, then the CITY shall have the right to make such repairs or do such work at the expense of DOBSON and DOBSON shall reimburse the CITY for cost and expense of such repairs or work promptly upon receipt of a bill thereof by the CITY to DOBSON.

All Fiber Internet cables installed which cross from one side of the public right-of-way to the other shall require permission from CITY to bore under the street. When openings are made adjacent to any street, alley, public way or easement, DOBSON shall, at its expense, furnish barricades, fences, lights, and danger signals and shall take all precautionary measures for the protection of the public.

No materials or equipment used in the construction of the work shall be placed so as to endanger the work or prevent free access to all water valves, gas valves, manholes, electric, and telephone in the vicinity. The CITY reserves the right to remedy any neglect, on the part of DOBSON as regards the protection of the work, at DOBSON's expense.

DOBSON shall place standard identification markers at points where the Fiber Internet cable intersects the CITY's right-of-way boundary. Said marker shall extend a minimum of thirty-six inches (36") above right-of-way surface.

DOBSON shall provide the CITY Engineer and Public Utilities Department and the CITY Planning Department with a set of record drawings of the cable facility which shall be reviewed for compliance with this Agreement and the CITY Code.

DOBSON will place no additional structures, encroachments, or improvements in or upon property without approval of the CITY Engineer.

DOBSON will restore grounds to their preexisting condition and restore infrastructure to CITY Code standards following excavation.

Once construction is completed, DOBSON will provide CITY with "as-built" plans documenting the work done and locations accessed.

1.11 Termination of Fiber Internet Cable Usage. DOBSON shall notify the CITY in writing upon the termination of said Fiber Internet cable(s) and the right-of-way shall be returned to substantially the same condition existing prior to the installation.

1.12 Compliance with City Ordinances. DOBSON agrees to comply with all ordinances now in force or hereafter enacted by CITY.

SECTION 2: Right of Way Access Fee, Rates and Charges, Conditions of Sale or Transfer

2.1 Right of Way Access Fee. During the term of this Agreement, DOBSON shall pay to CITY a fee equal to five percent (5%) of the gross revenues that DOBSON and its affiliates collect from each Subscriber/customer to DOBSON's Fiber Internet services, including existing business and commercial Subscribers/customers. ("Right of Way Access Fee"). The Fee may be identified and passed through on any Subscriber/customer bill by DOBSON, and all such fees collected will be forwarded to CITY quarterly and shall be due forty-five (45) days after the end of each calendar quarter.

- A. For purposes of this Agreement, gross revenues are limited to the following:
 - 1. recurring charges for Fiber Internet Services;
 - 2. service charges related to the provision of Fiber Internet Services, including, but not limited to, activation, installation, and repair;
 - 3. administrative charges related to the provision of Fiber Internet Services, including, but not limited to, service order and service termination charges; and
 - 4. amounts billed to Fiber Internet Service Subscribers/customers to recover the Right of Way Access Fee authorized by this section.

- B. For purposes of this Agreement, gross revenues do not include:
 - 1. uncollectible fees, provided that all or part of uncollectible fees which are written off as bad debt but subsequently collected, less expenses of collection, shall be included in gross revenues in the period collected;
 - 2. late payment fees;
 - 3. revenues from contracts for in-home maintenance service, unless they relate solely to maintenance on equipment used only for the provisioning of Fiber Internet Services and not for the provisioning of any other service provided by DOBSON or its affiliates;
 - 4. amounts billed to Fiber Internet Services Subscribers/customers to recover taxes, fees, or surcharges imposed upon Fiber Internet Services Subscribers/customers in connection with the provision of Fiber Internet Services, other than the Fee authorized by this section;
 - 5. revenue from the sale of capital assets or surplus equipment; or
 - 6. charges, other than those described in subsection (A), that are aggregated or bundled with amounts billed to Fiber Internet Service Subscribers.

- C. Bundling discounts shall be apportioned fairly among internet and other services. DOBSON shall not apportion revenue in such a manner as to avoid the Right of Way Access Fee.

- D. DOBSON and CITY agree that the Right of Way Access Fee shall be in lieu of all other concessions, charges, excises, franchise, license, privilege, other permit fees, taxes, or assessments except sales taxes, personal or real property taxes, and act valorem taxes.

- E. The five percent (5%) of the gross revenues fee referenced above shall decrease to any lower rate that CITY agrees to charge any similarly situated telecom providers that are providing similar products to what DOBSON offers its customers.

2.2 Rates and Charges. CITY may not regulate the rates for the provision of Fiber Internet Service or other service, including, but not limited to, ancillary charges relating thereto, except as expressly provided herein and except as may be authorized pursuant to federal and state law. From

time to time, and at any time, DOBSON has the right to modify its rates and charges, at its discretion and without consent of CITY, including, but not limited to, the implementation of additional charges and rates; provided, however, that DOBSON shall give notice to CITY of any such modifications or additional charges thirty (30) days prior to the effective date thereof.

2.3 Conditions of Sale. DOBSON and CITY agree that in the case of a lawful termination of this Agreement, DOBSON shall be given a reasonable opportunity to effectuate a transfer of its Fiber Internet System to a qualified third party. CITY further agrees that during such period of time, it shall authorize DOBSON to continue to operate pursuant to the terms of this Agreement; however, in no event shall such authorization exceed a period of time greater than six (6) months from the effective date of such termination. If, at the end of that time, DOBSON is unsuccessful in procuring a qualified transferee or assignee of its Fiber Internet System which is reasonably acceptable to CITY, DOBSON and CITY may avail themselves of any rights they may have pursuant to federal or state law; it being further agreed that DOBSON's continued operation of its Fiber Internet System during the six (6) month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either CITY or DOBSON. Notwithstanding anything to the contrary set forth in this Subsection 3.3, neither CITY nor DOBSON shall be required to violate federal or state law.

2.4 Service to Public Buildings. DOBSON shall provide, without charge, to the CITY 1 Gbps Dedicated Commercial Internet services to the CITY's Police Department (6714 NW 36th St, Bethany), Public Works Department (5300 N Central Rd, Bethany), City Library (6700 NW 35th St) and City Hall (6700 NW 36th St, Bethany). The connections shall be made available to CITY shortly after DOBSON's network is completed within Bethany and said connections shall not be used to distribute or sell internet services throughout such buildings, nor shall such connections be in common or public areas open to the public. Additionally, DOBSON shall provide wireless redundancy for the police department.

SECTION 3: Compliance and Monitoring

3. Books and Records. DOBSON agrees that CITY may review such of DOBSON's books and records, during normal business hours and on a nondisruptive basis, as are reasonably necessary to monitor compliance with the financial terms hereof. Such records include, but are not limited to, any public records required to be kept by DOBSON pursuant to the rules and regulations of the FCC, or any other governmental agency or body. Notwithstanding anything to the contrary set forth herein, DOBSON shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. CITY agrees to treat any information disclosed to it by DOBSON as confidential, to the extent not prohibited by law, and to disclose it only to employees, representatives, and agents of CITY that have a need to know, or in order to enforce the provisions hereof.

SECTION 4: Insurance, Indemnification, and Bonds or Other Surety

4.1 Insurance Requirements. DOBSON shall maintain in full force and effect during the term of this Agreement, at its own cost and expense, a general comprehensive liability insurance policy naming, as an additional insured, the CITY, its officers, boards, commissions, agents and employees, with a company mutually acceptable by DOBSON and the CITY in a form satisfactory to the CITY protecting the CITY and all persons against liability for loss or damage for personal

injury, death or property damage occasioned by the operations of DOBSON under this Agreement in the amount of:

\$500,000.00 for bodily injury or death to any one person, within the limit, however, of

\$1,000,000.00 for bodily injury or death resulting from any one accident.

\$500,000.00 for property damage resulting from any one accident.

Workmen's compensation insurance in such coverage as may be required by the workmen's compensation insurance and safety laws of the State and amendments thereto.

4.2 Indemnification. DOBSON agrees to indemnify, save and hold harmless, and defend CITY, its officers, boards and employees, from and against any liability for damages and for any liability or claims, in each case resulting from property damage or bodily injury (including accidental death) which arise out of DOBSON's construction, operation or maintenance of its Fiber Internet System, including, but not limited to, reasonable attorneys' fees and costs.

4.3 Bonds and Other Surety. Except as expressly provided herein, DOBSON shall not be required to obtain or maintain bonds or other surety as a condition of this Agreement. CITY acknowledges that the legal, financial, and technical qualifications of DOBSON are sufficient to afford compliance with the terms of the Agreement and the enforcement thereof. DOBSON and CITY recognize that the costs associated with bonds and other surety may ultimately be borne by the Subscribers in the form of increased rates for Fiber Internet Service or other service. In order to minimize such costs, CITY agrees to require bonds and other surety only in such amounts and during such times as there is a reasonably demonstrated need therefor. CITY agrees that in no event, however, shall it require a bond or other related surety in an aggregate amount greater than \$100,000, conditioned upon the substantial performance of the material terms, covenants, and conditions of this Agreement. Initially, no bond or other surety shall be required. In the event that one is required in the future, CITY agrees to give DOBSON at least sixty (60) days' prior written notice thereof stating the exact reason for the requirement. Such reason must demonstrate a change in DOBSON's legal, financial, or technical qualifications, which would materially prohibit or impair its ability to comply with the terms of this Agreement or afford compliance therewith.

SECTION 5: Law, Venue, Jurisdiction

5. Governing Law, Jurisdiction, and Venue. This Agreement will be governed by the laws of the State of Oklahoma. Jurisdiction and Venue will be in the District Court of Oklahoma County, Oklahoma, or the Federal Western District of Oklahoma.

SECTION 6: Miscellaneous Provisions

6.1 Term. This Agreement shall be for a term of fifteen (15) years from the date of this Agreement unless otherwise lawfully terminated in accordance with the terms of this Agreement. Prior to the end of this Agreement's term, CITY and DOBSON agree to enter into good faith negotiations regarding the renewal, modification, and/or extension of this Agreement.

6.2 Preemption. If any federal or state body or agency shall now or hereafter exercise any paramount jurisdiction over the subject matter of this Agreement, then, to the extent such jurisdiction shall preempt and supersede or preclude the exercise of the like jurisdiction by CITY, the jurisdiction of CITY shall cease and no longer exist.

6.3 Employment Requirements. DOBSON shall afford equal opportunity in employment to all qualified persons. No person shall be discriminated against in employment because of race, color, sex, religion, gender, national origin, age, familial status, or disability. DOBSON shall maintain and carry out a continuing program of specific practices designed to assure equal opportunity in every aspect of its employment policies and practices.

6.4 Notice. Unless expressly otherwise agreed between the parties, every notice or response to be served upon CITY or DOBSON shall be in writing and shall be delivered by a properly sealed and correctly addressed envelope by certified or registered mail, postage prepaid, at a Post Office or branch thereof regularly maintained by the U.S. Postal Service. If questioned, the party sending a notice shall have the burden to prove receipt or rejection. Rejected notices shall be deemed delivered. The parties may designate such other address or addresses from time to time by giving notice to the other in the manner provided for in this section. The notice and contact information for CITY and DOBSON are as follows:

If to CITY: City Clerk
 City of Bethany
 6700 NW 36th St
 Bethany, OK 73008

If to DOBSON: Dobson Technologies, Inc.
 14101 Wireless Way
 Ste 300
 Oklahoma CITY, OK 73134
 Attn: Legal Notices

6.5 Descriptive Headings. The captions to Sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

6.6 Severability. If any Section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of the Agreement or any renewal or renewals thereof.

6.7 Force Majeure. DOBSON shall not be held in default under, or in noncompliance with, the provisions of this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of DOBSON to control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain, or monitor their utility poles to which DOBSON's Fiber Internet System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

Signature page follows

CITY

Attest:

City Clerk

Date:_____

Mayor

Date:_____

Approved as to Content:

City Manager

Date:_____

Approved as to Form and Legality

City Attorney

Date:_____

DOBSON

Dobson Technologies, Inc.

By:_____

Date:_____

Name:_____

Title:_____

BETHANY CITY COUNCIL

From: Elizabeth Gray, City Manager
 Date: June 14, 2023
 Subject: Resolution #1678- Project # STP 255B (620) AG- State Job # 37928(04)
 A Project Agreement between the City of Bethany and the Oklahoma Department of Transportation (ODOT) regarding the successful Coronavirus Response & Relief Supplemental Appropriations CRRSAA grant application through the Association of Central Oklahoma Governments (ACOG) in conjunction with the General Obligation Bond Proposition 1-A project for the mill and overlay of the intersection at 23rd and Rockwell. This agreement is the next step towards improvements that will include a mill and inlay, traffic signalization and pedestrian crosswalk improvements at the intersection of 23rd Street and Rockwell in Bethany Oklahoma

BACKGROUND

In August 2022, the City of Bethany successfully passed a General Obligation Bond that included signalization improvements at the intersection of 23rd Street and Rockwell. In February 2023, The City of Bethany successfully applied for and was awarded a \$609,161 CRRSAA grant through ACOG to mill and inlay this intersection. These combined funding sources will create a complete intersection project.

The attached agreement will allow the City of Bethany to enter into a direct agreement with the ODOT to make pavement improvements and repairs to the intersection of 23rd and Rockwell in the City of Bethany in the amount of \$609,161. The cost breakdown for the combined GO Bond and CRRSAA projects are as follows:

- \$ 457,500 GO Bond funding for traffic signals design, construction, and administration
- \$ **609,161 ODOT CRRSAA Grant for construction (includes 6% ODOT fee)**
- \$ 86,500 CRRSAA grant design fees (Stabilization Reserve Fund)
- \$1,153,161 Project total**

The City of Bethany is grateful for the CRRSAA grant through ACOG and the Oklahoma Department of Transportation and the Citizens of Bethany for the GO Bond which will facilitate these much-needed improvements to Bethany’s infrastructure at the 23rd and Rockwell intersection. The engineering contract was awarded on March 29, 2023. The City Council received an update on this project in April 2023. Construction is anticipated to begin on this project in Fall 2024.

RECOMMENDATION

1. Approve Resolution No. 1678 Project Agreement with the State of Oklahoma Department of Transportation and authorize the mayor to sign the documents contract on behalf of the City of Bethany.



ADDITIONAL COMMENTS

RESOLUTION NO. 1678

**BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE
CITY OF BETHANY, OKLAHOMA:**

WHEREAS, it is in the best interest of the City of Bethany, Oklahoma, to execute that certain project agreement for Job Piece Number 37928(04) for mill and overlay approaches and intersection of NW 23rd St. and Rockwell Ave., by and between the City of Bethany and the Oklahoma Department of Transportation;

NOW THEREFORE, it is hereby resolved that the Mayor is hereby authorized and directed to execute the above described agreement, and duly signed by the Mayor on this _____ day of _____, 2023.

CITY OF BETHANY

Mayor

ATTEST:

City Clerk

Approved as to form and legality this _____ day of _____, _____

City Attorney

**STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION
PROJECT MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT**

BETHANY: MILL AND OVERLAY APPROACHES AND INTERSECTION OF NW 23RD ST. ROCKWELL AVE.

Project No.: STP-255B(620)AG
State Job No.: 37928(04)

This Agreement, made the day and year last written below, by and between the City of Bethany, hereinafter referred to as the Sponsor, and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the Department, for the following intents and purposes and subject to the following terms and conditions, to wit:

WITNESSETH

WHEREAS, The Sponsor requested that certain street improvements be approved by the Oklahoma Transportation Commission, as were previously programmed by the Sponsor and described as follows:

Project Type	Div.	County	JP No	Project No.	Work Type	Description
CRRSAA-ACOG	04	OKLAHOMA	37928(04)	STP-255B(620)AG	TRAFFIC SIGNS	BETHANY: MILL AND OVERLAY APPROACHES AND INTERSECTION OF NW 23RD ST. ROCKWELL AVE.

WHEREAS, the Department is charged under the laws of the State of Oklahoma with construction and maintenance of State Highways; and,

WHEREAS, the Department is, by terms of agreements with the Federal Highway Administration, responsible for the management and construction of certain federally funded projects within the corporate limits of cities within the State of Oklahoma; and,

WHEREAS, the Sponsor has been identified as the beneficiary and sub-recipient of such federally funded project; and,

WHEREAS, receipt of the benefits of this project will require that the Sponsor assume certain financial responsibilities; and,

WHEREAS, the Sponsor is a municipal corporation created and existing under the constitution and laws of the State of Oklahoma; and

WHEREAS, the laws and constitution of the State of Oklahoma impose financial restrictions on the Sponsor and its ability to ensure financial obligations; and,

WHEREAS, the Parties hereto recognize those financial limitations and agree that the financial obligations assumed by the Sponsor, by the terms of this Agreement, are enforceable only to the extent as may be allowed by law or as may be determined by a court of competent jurisdiction; and,

WHEREAS, it is understood that, by virtue of the Article 10, Section 26 of the Oklahoma Constitution, the payment of Sponsor funds in the future will be limited to appropriations and available funds in the then current Sponsor fiscal year.

NOW, THEREFORE: the Department and the Sponsor, in consideration of the mutual covenants and stipulations as set forth herein, do mutually promise and agree as follows:

SECTION 1: PROJECT AGREEMENT

1.1 If applicable, the Department will recommend approval of the project by the Federal Highway Administration.

1.2 The Sponsor agrees to comply with Title VI of the Civil Rights Act of 1964, 78 Stat. § 252, 42 U.S.C. § 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21 - "Nondiscrimination in federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act 1964".

1.3 The DEPARTMENT and SPONSOR mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The DEPARTMENT and SPONSOR hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or contractors which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

1.4 The Sponsor understands that should it fail to fulfill its responsibilities under this Agreement, such a failure will disqualify the Sponsor from future Federal-aid funding participation on any proposed project. Federal-aid funds are to be withheld until such a time as an engineering staff, satisfactory to the Department has been properly established and functioning, the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.

SECTION 2: ENGINEERING RESPONSIBILITIES

2.1 The Sponsor shall provide professional engineering services for the development of the Plans, Specifications and Estimates (PS&E) for this project. Design engineering for this project will be performed under the supervision of the Sponsor. Sponsor warrants to the Department that they will review the plans and will certify that the plans are acceptable to the Sponsor and are in full compliance with current standards and specifications.

2.2 Progress payments will be made to the consultant by the DEPARTMENT upon receipt of a properly executed claim form, approved by the SPONSOR, accompanied by suitable evidence of the completion of the work claimed, as detailed in the engineering contract.

2.3 The Department and Sponsor mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The Department and Sponsor hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or officers which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

2.4 The Sponsor agrees to the location of the subject project and agrees to adopt the final plans for said project as the official plans of the Sponsor for the streets, boulevards, arterial highways and/or other improvements contained therein; and further, the Sponsor affirmatively states that it has or shall fully and completely examine the

plans and shall hereby warrant to the Department, the Sponsor's complete satisfaction with these plans and the fitness of the plans to construct aforesaid project.

2.5 The Sponsor certifies that the project design plans shall comply, and the project when completed will comply, with the requirements of the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 – 12213), 49 CFR Parts 27, 37 and 38 and 28 CFR parts 35 and 36. The Sponsor shall be exclusively responsible for integrated ADA compliance planning for all Sponsor streets, sidewalks and other facilities provided for public administration, use and accommodation, which is required of recipients and sub-recipients by 49 CFR § 27.11. State highways continued through corporate limits of the Sponsor shall be included in the Sponsor's comprehensive compliance plans.

2.6 To the extent permitted by law, all data prepared under this Agreement shall be made available to the Department without restriction or limitation on their further use, with exception of any documents or information that would be considered attorney/client privileged by the Sponsor.

2.7 The Department will conduct the environmental studies and prepare the National Environmental Protection Act documents as required for federally funded projects.

2.8 The Department will forward the environmental documents to FHWA for approval if applicable.

SECTION 3: LAND ACQUISITION AND UTILITY RELOCATION

3.1 The Sponsor warrants to the Department that, they have or will acquire all land, property, or rights-of-way needed for complete implementation of said project, free and clear of all obstructions and encumbrances and in full accordance with the Department's guidelines for Right-of-Way Acquisition on Federal-Aid Projects, the Uniform Relocation Act, the National Environmental Protection Act and all other applicable local, state and federal regulations.

3.2 The Sponsor shall be responsible for ensuring all proper tax documentation is filed and issued to recipients of funds paid on behalf of the Sponsor for Right-of-Way acquisition for this project.

3.3 The Sponsor warrants to the Department that it is knowledgeable of and will comply with the provisions of 42 U.S.C.A., Section 4601-4655 and 23 U.S.C.A., Section 323 (as amended) and 49 C.F.R. Part 24 in the acquisition of all right-of-way and the relocation of any displacees.

3.4 The Sponsor shall remove, at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all buildings, porches, fences, gasoline pumps, islands, and tanks, and any other such private installations and shall further remove or remediate any existing environmental contamination of soil and water from any source, known or unknown.

3.5 If the acquisition of right-of-way for this project causes the displacement of any person, business or non-profit organization, the Sponsor warrants it will provide and be responsible for the Relocation Assistance Program and all costs associated with the Relocation Assistance Program. The Department, upon request, will provide a list of service providers who have been prequalified to administer the Relocation Assistance Program. The Sponsor agrees to employ a service provider from the prequalified list provided by the Department. Prior to any relocation assistance payments to the Sponsor, all files with parcels requiring relocation assistance shall be submitted to the Department for audit and compliance review. The Sponsor shall notify the Department within seven (7) days of the date of an offer to acquire being provided to a property owner(s) on any parcel which will require relocation assistance. Written notifications regarding service providers, in-house personnel, appeals, offers to acquire or other related correspondence shall be properly addressed and remitted as follows:

Oklahoma Department of Transportation
Local Government Division
200 N.E. 21st Street
Oklahoma City, Oklahoma 73105-3204

3.6 The Sponsor warrants that any procurement, using federal funds, of property, goods or professional and personal services required for this project will be acquired by the Sponsor in compliance with the federal procurement Regulations at 40 USC 1101- 1104 (Brooks Act) and the Regulations for Administration of Engineering and Design Related Service Contracts at 23 C.F.R. Part 172, as well as provisions of State purchasing laws applicable to the Sponsor.

3.7 The Sponsor will certify to the Department prior to establishing a letting date that all existing utility facilities (if any) have been properly adjusted in full accordance with the Department's Right-of-Way and Utilities Division policies and procedures to accommodate the construction of said project; and will be solely responsible for payment of any and all contractor expenses, claims, suits and/or judgments directly resultant from any actual utility relocation delays.

3.8 The Sponsor shall have the authority pursuant to 69 O.S. § 1001 and 69 O.S. § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes.

3.9 The Sponsor agrees that if any property acquired utilizing Federal funding is disposed of or is no longer used in the public interest the Sponsor shall reimburse the Department at the current fair market value.

3.10 The Sponsor agrees to;

- Transmit copies of the instruments, including all deeds and easements, to the Department prior to the advertisement of bids for construction.
- Comply with the provisions of 42 U.S.C.A. § 4601-4655 and 23 U.S.C.A. § 323 (as amended) and, further comply with 49 C.F.R. Part 24 in the acquisition of all necessary right-of-way and relocation of all displacees.
- Convey title to the State of Oklahoma on all tracts of land acquired in the name of the Sponsor if the project is located on the State Highway System.

SECTION 4: FUNDING SUMMARY

4.1 The Department and the Sponsor agree that the project will be financed at a **not- to-exceed**, STBG-UZA total estimated cost of **\$609,161**, as described below:

FUNDING SOURCE =>			CRRSAA		Sponsor	
STATE JOB PIECE NO.	DESCRIPTION	TOTAL ESTIMATED COST	SHARE (%)	AMOUNT	SHARE (%)	AMOUNT
37928(04)	Construction - (With 6% Inspection)	\$609,161	100 up to a limit of	\$609,161	Remainder	\$0.00
Total		\$609,161	Total=>	\$609,161	Total=>	\$0.00

4.2 Furthermore, the Department and the Sponsor agree that actual STBG-UZA costs incurred by project phases (**JP37928(04)**) may exceed initial estimates. Costs between these project phases will be administratively adjusted based on actual cost of each phase, within the total cost of this Agreement, without formal supplemental Agreement, in so far as the total project agreement is not exceeded.

4.3 It is understood by the Sponsor and the Department that the funding participation stipulated herein may be altered due to bid prices, actual construction supervision costs and non-participating costs incurred during construction. The Sponsor will be responsible for payment of any estimated local funding prior to advertising the project for bid. Upon final acceptance of this project, the total project cost will be determined, and the final amount of local funds (if any) will be determined by the Department's Comptroller per the terms of this Agreement. A refund will then be made by the Department to the Sponsor or additional funding will be requested. The Sponsor agrees to make arrangements for payment of any Department invoice within 45 days of receipt.

SECTION 5: CONSTRUCTION RESPONSIBILITIES

5.1 The Sponsor agrees to comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality (ODEQ) requirements for pollution prevention including discharges from storm water runoff during the planning and design of this project. Further, the Sponsor agrees and stipulates as stated in the ODEQ's *General Permit OKR10*, dated September 13, 2017 or latest revision, to secure a storm water permit with the ODEQ for utility relocations, when required. It is also agreed that the storm water management plan for the project previously described in the document includes project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the site-specific storm water pollution prevention plan and the appropriate location map contained in the utility relocation plans.

5.2 The Sponsor's responsibility for environmental cleanup will be a continuing responsibility to remediate any and all known and unknown environmental damage throughout the duration of this agreement with the Department in compliance with State and federal regulations.

5.3 The roadway improvements and all devices specified herein shall not be altered, removed, or cease to be operative without mutual written consent of the Department and the Sponsor.

5.4 Upon approval of this agreement and the plans, specifications, and estimates by the Sponsor, the Department, and the Federal Highway Administration (if applicable), the Department will advertise and let the construction contract for this project in the usual and customary legal manner. It is agreed that the projects herein contemplated are proposed to be financed as previously described, and that this Agreement, all plans, specifications, estimate of costs, acceptance of work, payments, and procedure in general hereunder are subject in all things at all times to all local, state and federal laws, regulations, orders, approvals as may be applicable hereto.

5.5 The Department shall provide a copy of the executed construction contract to the Sponsor, upon receipt of a written request.

5.6 The Department will notify the Sponsor of pre-bid dates, bid opening dates, and Transportation Commission award dates in writing upon receipt of a written request.

5.7 The Sponsor agrees that prior to the Department's advertising of the project for bids (as to that part of the project lying within the present corporate limits) it will:

- Grant to the Department and its contractors, the right-of-entry to all existing streets, alleys, and Sponsor owned property when required, and other rights-of-way shown on said plans.
- Remove at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all signs, buildings, porches, awnings, porticos, fences, gasoline pumps and islands, and any other such private installations.
- Prohibit parking on that portion of the project within the corporate limits of the Sponsor, except as may be indicated in the plans or hereafter approved by agreement with the Department. The Sponsor further agrees not to install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the Federal Highway Administration and Manual on Uniform Traffic Control Devices (MUTCD).
- Comply with the Department's standards for construction of driveway entrances from private property to the highway, in accordance with the Department's manual entitled "Policy on Driveway Regulation for Oklahoma Highways", Rev. 5/96, 69 O.S. (2001) § 1210.
- Maintain all right-of-way acquired for the construction of this project, as shown on said plans, in a manner consistent with applicable statutes, codes, ordinances and regulations of the Department and the State of Oklahoma.
- Have the authority pursuant to 69 O.S. 2001 § 1001 and 69 O.S. 2001 § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes. Prior written approval by the Chief, Right-of-Way Division for the Department shall be required before any sale is made.

5.8 The Sponsor further agrees and warrants to the Department that, subsequent to the construction of said project, the Sponsor will:

- 1) Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and subject to agreement of the Department:
 - a) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be moved by the Sponsor to any other point other than that which is approved by the Department prior to such removal.
 - b) In the event there is no mutually agreed location for the reinstallation, the Sponsor will assume complete ownership of the equipment following removal, if the installation is ten (10) years old or older. If the installation is less than ten (10) years old and:
 - 1) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share for the original equipment cost only, amortized for a ten (10) year service life, interest ignored, and assuming straight line depreciation.
 - 2) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
- 2) Subject to agreement with the Department, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and to make no changes in the provisions thereof without the approval of the Department. It shall be the responsibility of the Sponsor to notify the Department of any changes necessary to ensure safety to the traveling public.
- 3) Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to ensure proper drainage for road surfaces constructed under the terms of this agreement.

- 4) Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.
- 5) Maintain all right-of-way areas adjacent to road surfaces, including erosion control and periodic mowing of vegetation, in a manner consistent with applicable codes, ordinances and regulations.
- 6) For any portion of the project encompassed under this Agreement that is part of the State Highway System, the Sponsor shall maintain all that part of said project within the corporate limits of the Sponsor between the gutter lines and the right-of-way lines, and if no gutter exists, between the shoulder lines and the right-of-way lines, including storm sewers, all underground facilities, curbs and mowing, all in accordance with 69 O.S. Supp. 1994 §901 and all other applicable law.
- 7) On limited access highways where county roads or city streets extend over or under the highway or public roads are constructed on state rights-of-way but there is no immediate ingress and egress from the highway, responsibility shall be as follows:
 - a. The public roads as defined in OAC 730:35-1-2 shall be maintained by the city or county and shall be included in their roadway mileage inventory.
 - b. Where county roads or city streets extend over the highway, the roadway, approaches and bridge surfaces, including the deck, shall be maintained by the city or county. The approach guardrail, bridge structure, and highest clearance posting on the structure shall be maintained by the Department.
 - c. Where county roads or city streets extend under the highway, the roadway approaches and advance signing shall be maintained by the city or county. The Department shall maintain the approach guardrail, bridge structure and surface, and the height clearance posting on the structure.

5.9 The Sponsor further agrees and warrants to the Department concerning any sign and highway facility lighting included as part of this project:

- 1) The Sponsor will, upon notice from the Department Engineer, provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.

- 2) Upon completion of the construction of said project, the Sponsor will be responsible for the maintenance and cost of operation of these highway lighting facilities, including all appurtenances thereto and including the sign lighting facilities.
- 3) It is specifically understood and agreed that the highway lighting and sign lighting facilities specified hereunder shall be continuously operated during the hours of darkness, between sunset and sunrise, and shall not be altered, removed or be allowed to cease operation without the mutual written consent of the Department and the Sponsor.
- 4) The Sponsor agrees to provide, on a periodic schedule, an inspection, cleaning and re-lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.
- 5) In the event that the highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities installed hereunder shall not be moved by the Sponsor to any point other than which is approved by the Department prior to such removal.
- 6) In the event there is no mutually agreed location for reinstallation, the Sponsor will assume complete ownership of the equipment following removal if the installation is twenty (20) years old or older. If the installation is less than twenty years old and:
 - a) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share of the original equipment costs only, amortized for a twenty (20) year service life, interest ignored, and assuming straight line depreciation.
 - b) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.

5.10 The Department will appoint competent supervision and inspection of the construction work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the project is accomplished in accordance with the approved Plans,

Specifications and Estimates. The Department reserves the right to make such changes in said plans as may be necessary for the proper construction of said project.

- 1) The Sponsor agrees to provide such competent supervision as the Sponsor deems necessary during times that the work is in progress to ensure the completion of the project to the Sponsor's satisfaction and the Sponsor's representatives and the Department's representatives will cooperate fully to the end of obtaining work strictly in accordance with the plans and specifications.
- 2) The Sponsor will make ample provisions annually for the proper maintenance of said project, including the provision of competent personnel and adequate equipment, specifically, to provide all required maintenance of the project during the critical period immediately following construction and to keep the facility in good and safe condition for the benefit of the traveling public.
- 3) The Sponsor warrants to the Department that it will periodically review the adequacy of the aforesaid project to ensure the safety of the traveling public and should the Sponsor determine that further modifications or improvements be required, the Sponsor shall take such actions as are necessary to make such modifications or improvement. When operation modifications are required which in the opinion of the Department exceed the capability of the Sponsor's staff, the Sponsor agrees to retain, at the sole expense of the Sponsor, competent personnel for the purpose of bringing the improvement up to the proper standard of operation.
- 4) The Sponsor warrants and agrees that upon completion of the aforesaid project, the Sponsor assumes any and all financial obligations for the operation, use, and maintenance of the aforesaid project.

SECTION 6: NON-DISCRIMINATION CLAUSE

1. During the performance of this agreement, the Sponsor, for itself, its assignees and successors in interest, agrees as follows:

1) **Compliance with Regulations:**

The Sponsor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

2) **Nondiscrimination:**

The Sponsor, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, sex, age, national origin, disability/handicap, or income status, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in appendix B of the Regulations.

3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:**

In all solicitations, either by competitive bidding or negotiation, made by the Sponsor for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor or subcontractor or supplier shall be notified by the Sponsor of the Sponsor's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, age, national origin, disability/handicap, or income status.

4) **Information and Reports:**

The Sponsor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the State Department of Transportation, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5) **Sanctions for Noncompliance:**

In the event of the Sponsor's noncompliance with the nondiscrimination provisions of this agreement, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the Sponsor under the agreement until the Sponsor complies and/or
- b. Cancellation, termination, or suspension of the agreement in whole or in part.

6) **Incorporation of Provisions:**

The Sponsor shall include the provisions of sub paragraphs 1) through 5) in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Sponsor shall take such action with respect to any contract or subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Sponsor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Sponsor may request the State Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 7: TERMINATION

7.1 This Agreement may be terminated by any of the following conditions:

- a) By mutual agreement and consent, in writing of both parties.
- b) By the Department by written notice to the Sponsor as a consequence of failure by the Sponsor to perform the services set forth herein in a satisfactory manner.
- c) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- d) By the Department for reasons of its own and not subject to the mutual consent of the Sponsor upon five (5) days written notice to the Sponsor.
- e) By satisfactory completion of all services and obligations described herein.

7.2 The termination of this Agreement shall extinguish all rights, duties, obligations and liabilities of the Department and the Sponsor under this agreement. If the potential termination of this Agreement is due to the failure of either the Department or the Sponsor to fulfill their obligation as set forth herein, the non-breaching party will notify the party alleged to be in breach that possible breach of agreement has occurred. The party alleged to be in breach should make a good faith effort to remedy that breach as outlined by non-breaching party within a period mutually agreed by each party in writing.

SECTION 8: GOVERNING LAW AND VENUE

8.1 Any claims, disputes or litigation relating to the solicitation, execution, interpretation, performance, or enforcement of this Agreement shall be governed by the laws of the State of Oklahoma and the applicable rules, regulations, policies and procedures of the Oklahoma Transportation Commission. Venue for any action, claim, dispute or litigation, mediation or arbitration shall be in Oklahoma County, Oklahoma.

SECTION 9: DISPUTE RESOLUTION

9.1 The parties hereto have entered into this agreement in the State of Oklahoma and the laws of the State of Oklahoma shall apply. The parties agree to bargain in good faith in direct negotiation to achieve resolutions of any dispute and, if such efforts are unsuccessful, to retain a neutral mediation service to mediate the dispute prior to the filing of any court action. Mediation shall be conducted in the Oklahoma City area and the costs of such mediation shall be borne equally by the parties. If mediation is not successful, venue for any action brought to enforce the terms of this agreement shall be in Oklahoma County, State of Oklahoma. Each party shall bear any cost and attorney fees incurred by the party in such litigation.

SECTION 10: PRIOR UNDERSTANDINGS

10.1 This agreement incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants or conditions and constitutes the full and complete understanding and contractual relationship of the parties.

SECTION 11: AMENDMENTS OR MODIFICATIONS OF AGREEMENT

11.1 No changes, revisions, amendments or alterations in the manner, scope or type of work or compensation to be paid by the DEPARTMENT shall be effective unless reduced to writing and executed by the parties with the same formalities as are observed in the execution of this Agreement.

SECTION 12: RECORDS

12.1 The Sponsor is to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at its respective offices at all reasonable times, during the agreement period and for three (3) years from the date of final payment under the agreement for inspection by the DEPARTMENT and the State Auditor and Inspector, and copies thereof shall be furnished to the DEPARTMENT, if requested.

SECTION 13: HEADINGS

13.1 Article headings used in this Agreement are inserted for convenience of reference only and shall not be deemed a part of this agreement for any purpose.

SECTION 14: BINDING EFFECTS

14.1 This Agreement shall be binding upon and inure to the benefit of the ODOT and the Sponsor and shall be binding upon their successors and assigns subject to the limitations of Oklahoma law.

SECTION 15: SEVERABILITY

15.1 If any provision, clause or paragraph of this Agreement or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses or paragraphs of this Agreement which are not affected by the determination. The provisions, clauses or paragraphs of this Agreement and any documents incorporated by reference are declared severable.

SECTION 16: EFFECTIVE DATE

16.1 This Agreement shall become effective on the date of execution by the Department's Director or his designee.

IN WITNESS WHEREOF, the Director of the Department of Transportation, pursuant to authority vested in him by the State Transportation Commission, has hereunto subscribed his name as Director of the Department of Transportation and the Sponsor has executed same pursuant to authority prescribed by law for the Sponsor.

The Sponsor, _____ on this ____ of _____, 20_____, and the Department on _____.

THE CITY OF BETHANY

APPROVED AS TO FORM
AND LEGALITY

By _____
City Attorney

By _____
Mayor

By _____
Attest: City Clerk

By _____
(SEAL): Approved – THE CITY OF BETHANY

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

Local Government Division Date

Director of Project Delivery Date

APPROVED AS TO FORM
AND LEGALITY

APPROVED

General Counsel Date

Deputy Director Date

BETHANY CITY COUNCIL

From: Elizabeth A. Gray, City Manager
Date: June 12, 2023
Subject: Consideration and possible approval of Oklahoma Municipal Assurance Group (OMAG) Workers' Compensation Plan for FY2024 and direction on whether or not to apply escrow balance of \$1,607.00 towards 2023-2024 renewal premium.

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 \$1,607.00.

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. The money can also be returned to our general fund if we request it.

RECOMMENDATION

1. Approval of Oklahoma Municipal Assurance Group (OMAG) Workers' Compensation Plan for FY2024 and direction on whether or not to apply escrow balance of \$1,607.00 towards 2023-2024 renewal premium.

ADDITIONAL COMMENTS





3650 S. Boulevard • Edmond, OK 73013 • omag.org

405.657.1400 • 800.234.9461 • FAX 405.657.1401

May 26, 2023

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

RE: City of Bethany
WCV140004108

Enclosed is your OMAG Workers' Compensation Plan (WC Plan) renewal policy along with the following information:

- The "Escrow Use Form" which indicates the Escrow Balance. If escrow is being used, this form must be completed, signed, and returned to OMAG. If you elect to use Escrow Funds towards the premium balance, a copy of the approving council minutes must accompany this form.
- Renewal Invoice. Premium payment is due **July 1, 2023**.
- Claims Packet

The claims packet and First Report of Incident (FROI) can also be found on the OMAG Policy Portal at the OMAG website at <https://www.omag.org/origami>.

Your claims are processed by Consolidated Benefits Resources (CBR), an experienced claims administrator who processes workers' compensation claims on behalf of OMAG participants. If you have questions, you may reach the CBR staff at (800)234-9461. Please refer to the claims packet for further information.

Since 1984, OMAG has partnered with CompSource Mutual, Inc. in providing our members with workers' compensation benefits for their employees through a plan that provides prompt and courteous claims administration.

OMAG is an organization created, owned, and governed by the cities and town we serve, and it is our pleasure to serve you. We appreciate your support and participation in OMAG's Workers' Compensation Plan. Any questions regarding the renewal should be directed to myself or Chris Webb, Underwriter Director at (800) 234-9461 or (405) 657-1400.

Sincerely,

A handwritten signature in black ink that reads "Tina Kliewer".

Tina Kliewer
Workers' Comp. Program Manager



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

WORKERS' COMPENSATION DECLARATION

Policy Number: WCV140004108

Policy Period: From 7/1/2023 To 7/1/2024

12.01 A.M. Standard Time at the Named Insured's Address

Company: CompSource Mutual Insurance Co.

Policy Number: 03425998

Named Insured and Address:

City of Bethany

P.O. Box 219

Bethany, OK 73008-0219

Agent:

OMAG

3650 S. BOULEVARD

EDMOND OK 73013

Telephone: 405-657-1400

Business Description: AGGREGATE DEDUCTIBLE

Type of Business: Municipality

This notice is to inform you that CompSource Mutual Insurance Company has accepted coverage for you for workers' compensation as a member of OMAG in accordance with the general coverage limits below. This notice is issued as a matter of information only and does not represent all the terms and conditions of coverage under this policy.

COVERAGES

WORKERS' COMPENSATION INSURANCE

Includes Part One and applies to the workers' compensation law of the State of Oklahoma.

EMPLOYERS' LIABILITY INSURANCE

Includes Part Two and applies to work in the State of Oklahoma. Limits of liability under Part Two:

- Bodily Injury by Accident: \$100,000 Each Accident
- Bodily Injury by Disease: \$100,000 Each Employee
- Bodily Injury by Disease: \$500,000 Policy Limit

PREMIUM

Net Premium: \$308,558.00

OMAG Admin. Fee: \$33,633.00

Total Premium: \$342,191.00

As a member of OMAG's Workers' Compensation Plan, you are entitled to claims processing services for losses occurring during the policy period, per the terms of the "Application and Agreement" entered into with OMAG.

Executive Director, OMAG

Date: 5/26/2023



3650 S. Boulevard • Edmond, OK 73013 • omag.org

405.657.1400 • 800.234.9461 • FAX 405.657.1401

WORKERS' COMPENSATION
ADDITIONAL NAMED PLAN MEMBERS SCHEDULE

Muni: City of Bethany

Policy Number: WCV140004108

Plan Type: AGGREGATE DEDUCTIBLE

Additional Named Plan Member: Bethany Public Works Authority

ISSUE DATE: 5/26/2023



Workers' Compensation Classification Codes

Aggregate Deductible Plan

Member: City of Bethany		Payroll Period: 01/01/2022 To 12/31/2022				
Policy Period: 7/1/2023 To 7/1/2024		Policy Number: WCV140004108				
Class Code	Description	Payroll	No. of Employees	No. of Volunteers	Rate	Premium
6306	Sewer Construction (6306)	81,983.00	3.00	0.00	4.30	4,783.00
7520	Waterworks Operation & Drivers (7520)	467,953.00	13.00	0.00	3.41	21,653.00
7710	Firefighters & Drivers (7710)	1,735,697.00	29.00	0.00	4.37	102,925.00
7720	Police Officers & Drivers, Reserve Officers (7720)	1,680,643.00	27.00	0.00	4.70	107,186.00
8810	Clerical Office Employees NOC (8810)	1,618,824.00	41.00	0.00	0.15	3,295.00
9102	Park NOC - All Employees & Drivers (9102)	264,026.00	6.00	0.00	2.62	9,386.00
9403	Trash, Garbage or Refuse Collection & Drivers (9403)	465,778.00	15.00	0.00	6.28	39,692.00
9410	Municipal or Township Employees NOC (9410)	175,223.00	2.00	0.00	2.13	5,064.00
8391	Automobile Repair Shop and Parts Dept Employees, Drivers (8391)	79,617.00	2.00	0.00	2.29	2,474.00
5611	Street or Road Construction or Maintenance & Drivers (5611)	304,144.00	9.00	0.00	10.82	44,655.00
8831	Animal Control (8831)	69,154.00	5.00	0.00	1.15	1,079.00

	Totals:	6,943,042.00	152.00	0.00		342,192.00
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CERTIFICATE OF COVERAGE

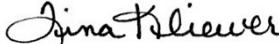
PRODUCER OMAG 3650 S. Boulevard EDMOND, OK 73013	COMPANIES AFFORDING COVERAGE <p align="center">OMAG</p>
	ADDITIONAL NAMED PARTICIPANT Bethany Public Works Authority
NAMED PARTICIPANT City of Bethany P.O. Box 219 Bethany, OK 73008-0219	

COVERAGES

This is to certify that coverage documents listed herein have been issued to the Named Participant herein for the Coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the coverage afforded by the coverage documents listed herein is subject to all terms, conditions and exclusions of such coverage documents.

TYPE OF COVERAGE	POLICY #	EFFECTIVE DATE	EXPIRY DATE	LIMITS	
GENERAL LIABILITY				General Aggregate	None
COMMERCIAL GL				Each Occurrence	\$1,000,000
PERSONAL INJURY				Aggregate: C, D	\$2,000,000
ERRORS & OMISSIONS				Each Occurrence	\$1,000,000
AUTOMOBILE LIABILITY					
SCHEDULED AUTOS				General Aggregate	None
HIRED/NON-OWNED AUTOS				Each Occurrence	\$1,000,000
AUTOMOBILE PHYSICAL DAMAGE				Per Schedule	
Scheduled Autos					
Non-Owned Autos					
Auto Liability, General Liability, Personal Injury, Errors & Omissions				Losses Subject to The Oklahoma Governmental Tort Claims Act: \$25,000 Each Property Damage Loss Per Occurrence, Including Fire Legal \$125,000 Each Other Loss Per Occurrence \$1,000,000 Aggregate Per Occurrence	
Property				Value	\$
				Deductible	\$
Equipment Breakdown				Cause Of Loss Valuation	Special Form Replacement Cost Included
Mobile Equipment				Value	\$
Misc/Veh Equip				Value	\$
Contractors Equip Leased or Rented				Value	\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCV140004108	7/1/2023	7/1/2024	WC Statutory Limits	X Other: X
THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE:	INCL:	X		EL Each Accident	\$100,000
	EXCL:	X		EL Disease – Policy Limit	\$500,000
				EL Disease – EA Employee	\$100,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER Oklahoma Water Resources Board 3800 N. Classen Blvd. Oklahoma City, OK 73118	CANCELLATION: Should any of the coverage documents herein be cancelled before the expiration date thereof, OMAG will endeavor to provide 30 days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon OMAG, its agents or representatives, or the issuer of this certificate.
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies above.	AUTHORIZED REPRESENTATIVE  5/26/2023



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

Invoice No. 14493

Date of Invoice: 5/26/2023

INVOICE-Workers' Compensation Aggregate Deductible Plan

Mail To: Bethany P. O. Box 219 Bethany, OK 73008-0219	Insured: City of Bethany Policy No.:WCV140004108 Effective Date: 7/1/2023 Expiration Date: 7/1/2024
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Inst. No.	Date	Transaction Type	Amount
1	7/1/2023	Renewal	\$85,547.75

Est. Annual Premium: 154,242.00 Aggregate Ded. Amt: 154,316.00 OMAG Admin. Fee: 33,633.00 Total Premium: 342,191.00 Total Policy Balance Before Payment: \$342,191.00	Current Amount Due: \$85,547.75 Payment Due By: 7/1/2023
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Thank you for your business. If you have questions about your account, please call 1-800-234-9461 or 405-657-1400.

Detach along the perforation below. Keep top portion for your records.

 Return bottom portion with your remittance.

Policy Number: WCV140004108 Insured Name: City of Bethany Invoice Number: 14493	Amount Due: \$85,547.75 Payment Due By: 7/1/2023
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PLEASE REMIT PAYMENT TO:

OMAG
 P. O. Box 3091
 Edmond, OK 73083

BETHANY CITY COUNCIL

From: Elizabeth Gray
Date: June 15, 2023
Subject: Consideration and Action to Re-Appoint Municipal Judge

BACKGROUND

The Bethany Charter provides as follows:

ARTICLE V: OFFICERS TO BE APPOINTED BY THE COUNCIL

SECTION 5-2. MUNICIPAL COURT: APPOINTMENT, TERM, QUALIFICATIONS, DUTIES.

(b) The Council shall appoint a Judge of the Municipal Court on the first Tuesday in June in every odd-numbered year or as soon thereafter as practicable. The Municipal Judge shall serve for a term of two (2) years and until a successor is appointed and qualified.

Kathleen Himmler is our current Municipal Judge and is certainly well qualified to continue serving in this capacity.

RECOMMENDATION

1. As develops during the meeting.

ADDITIONAL COMMENTS



BETHANY CITY COUNCIL

From: Elizabeth A. Gray, City Manager
Date: June 14, 2023
Subject: City Attorney Appointment

BACKGROUND

The Bethany Charter provides as follows:

ARTICLE V: OFFICERS TO BE APPOINTED BY THE COUNCIL

SECTION 5-1. CITY ATTORNEY: APPOINTMENT, TERM, QUALIFICATIONS, DUTIES.

The Council shall appoint a City Attorney on the first Tuesday in June in every odd-numbered year or as soon thereafter as practicable. The City Attorney shall serve for a term of two (2) years and until a successor is appointed and takes office. The City Attorney shall be licensed to practice law in the Courts of the State of Oklahoma. The Council may suspend or remove the City Attorney by a majority vote of all the members of the City Council. The Council may fill vacancies in the office of City Attorney for the unexpired term. It shall be the duties of the City Attorney to attend Council meetings; to prepare ordinances and resolutions when directed by the Council or other proper authority of the City; to advise the City Council, City Manager, and other officers of the City as regards to their official powers, duties, and responsibilities, upon request; to represent the City in suits in which the City is a party; and to perform such other duties as may be prescribed by law, this Charter or ordinance.

(Amended 2-12-19)

RECOMMENDATION

- 1. As develops during the meeting.

ADDITIONAL COMMENTS



BETHANY CITY COUNCIL

From: Robert Ray Jones, Jr., City Attorney
Date: June 13, 2023
Subject: Proposed contract

BACKGROUND

The current contract is for \$4,350 flat fee per month for the provision of routine attorney services. It was calculated at \$145.00 per hour on an estimated 30 hours per month, which is what David Davis advised was the hourly average. The \$4,350 fee remains the same whether I bill more or less than 30 hours per month and covers all routine work. Over the course of thirty-four months, I have averaged 31.9 hours per month under the standard retainer. In the last six months, I have been averaging 36.5 hours a month due to increased work resulting from the G.O. bond elections. Obviously, this has resulted in a cost savings to the city. For services outside of routine attorney services, the current rate is \$165.00 per/hour – this rate is reserved for litigation, extensive legal research, prolonged contract negotiations and similar activities that are outside of the general retainer. Over the course of thirty-four months, I have averaged 5.5 hours a month for such services, primarily due to litigation.

The proposed contract has been adjusted to a figure less than the CPI adjusted from August 1, 2020 to May 31, 2023 because I have not adjusted my rate in three years. Of course, inflation skyrocketed in the last year which has dramatically increased the cost of everything. My proposal is less than the CPI adjustment as a benefit to the city. I propose an adjustment to \$5,000 per month for the base flat-fee retainer; the adjusted CPI rate is \$5,089.88. I propose an adjustment to the hourly rate to \$185.00 per/hour; the adjusted CPI is \$193.06.

RECOMMENDATION

1. I offer no recommendation. But it has been a privilege and an honor to provide services to the City of Bethany. So much has been accomplished since my hire, and I hope the city would grant me the privilege to continue serving as the attorney for the City of Bethany.

ADDITIONAL COMMENTS



**RETAINER AGREEMENT
FOR PROFESSIONAL AND LEGAL SERVICES**

THIS AGREEMENT is made and entered into this 20th day of June, 2023, by and between the City of Bethany, the Bethany Public Works Authority, the Bethany Development Authority and the Bethany Hospital Trust, hereinafter collectively referred to as the “City” and Robert Ray Jones, Jr., hereinafter referred to as “Attorney”.

WHEREAS, it is in the best interest of the City that counsel be retained to render advice, counsel and representation to and for the City as needed and to serve in the position of City Attorney as provided by the Bethany City Charter and ordinances;

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

1. Pursuant to Article V, Section 5-1 of the City Charter, the Attorney will serve as the City Attorney to provide counsel and advice during the term of this Agreement regarding matters of importance to the interests of the City, including legal representation of the City, as requested by the City and agreed to by the Attorney.

2. It is understood and agreed, with respect to the services the Attorney will render pursuant to paragraph 1 above, that the Attorney will perform such services exclusively as an independent contractor to, and not as an agent or employee of, the City.

3. The Attorney will hold in a fiduciary capacity for the benefit of the City all confidential information, data or policies relating to the City obtained by the Attorney during the term of this Agreement. The terms of this section do not apply to any information that becomes a part of the public record.

4. All services performed by the Attorney under this Agreement will be performed by Robert Ray Jones, Jr, or other attorneys with expertise selected by the Attorney as warranted and approved by the City.

5. The Attorney agrees that in the performance of this Agreement he will comply with all applicable provisions of the City Charter and Ordinances as well as all applicable state and federal laws.

6. Attorney's basic compensation will be in the form of a monthly retainer in the amount of \$5,000.00 per month. Services included in the retainer will consist of attendance and reasonable preparation time for all regular and special meetings of the City Council and the Planning Commission. The retainer will also include review and preparation of routine contracts, resolutions and ordinances as well as consultation as to routine legal matters with the Mayor and members of the City Council, Planning Commission and Committees of each, and consultation as to routine legal matters with City staff and employees.

7. Additional services beyond those described in Paragraph 6 above may be required. With the prior approval of City Council, these services may be performed by attorneys selected by Attorney. Examples of such additional services could include, but not be limited to: litigation; negotiations of collective bargaining agreements, adversarial hearings including arbitration proceedings; preparation of ordinances or contracts requiring extensive research or negotiations; appearances before administrative agencies and state and federal courts; and/or consultations with members of the City Council, Planning Commission, or City employees requiring extensive legal research. When such services are performed by the Attorney, they will be billed at a rate of \$185.00 per-hour. In addition, the City shall reimburse the Attorney for necessary expenses such as mileage at the rate approved by the IRS for any travel outside the Oklahoma City metropolitan

area, other travel expenses, copying, filing and other fees and any other similar expense items which are incurred by the Attorney in representing the City on matters as set forth in this paragraph. Other non-legal professional services may be needed to assist Attorney in rendering legal counsel to the City. With the prior approval of the City Council, the Attorney may retain the services of needed professionals for the purpose of evaluating actual or potential claims and rendering of expert opinions.

8. The City further agrees to compensate the Attorney or other attorneys, or professional service contracts selected and utilized by the Attorney for services under this Agreement in Attorney's absence or unavailability or in specialized legal matters.

9. The City agrees to waive any conflicts that may exist due to the Attorney's representation of other clients of the Attorney.

10. The Attorney will submit monthly a claim for payment for services to the City, which payment will be made after approval of the claim by the City. For payment under paragraph 7, the claim will include, at a minimum, the date services were rendered, and the nature of services rendered, the person performing such service, the time expended for services and the total amount claimed.

11. Upon request, Attorney will provide proof of malpractice insurance in an amount no less than Five Hundred Thousand (\$500,000.00) dollars.

12. This Agreement will commence on June 20, 2023 and will remain in full force and effect for the term as set forth in Article V. Section 5-1 of the City Charter.

13. No alteration or variation of the terms or conditions of this Agreement will be valid unless made in writing and signed by the parties hereto. However, this Agreement may be amended, in writing, by mutual consent of the parties. Further, this Agreement may be terminated

by the City in accordance with the provisions of Article V, Section 5-1 of the City Charter. It may be terminated by the Attorney upon thirty (30) days' written notice to the Mayor. The City may waive the thirty (30) day notice requirement at its sole discretion.

IN WITNESS WHEREOF, the parties have hereunto set their hands the date and year first above written.

CITY OF BETHANY, OKLAHOMA

By: Nikki Lloyd, Mayor

ROBERT RAY JONES, JR.

City of Bethany General Fund
Statement of Revenues and Expense
May 2023

AGENDA: 06/20/2023
ITEM: 19 (A)

Revenues

	2022-2023	May	Year to Date	Year to Date	Budget
	Annual Budget	Revenue	Revenue	Percentage of Budget	Remaining
SALES TAX 82.5% DEDICATED	4,471,008.00	418,946.00	4,510,586.00	100.89%	-39,578.00
USE TAX REVENUE	1,179,195.00	118,674.00	1,243,702.00	105.47%	-64,507.00
HOTEL TAX REVENUE	63,201.00	4,864.00	49,418.00	78.19%	13,783.00
CABLE FRANCHISE TAX REVENUE	111,945.00	28,176.00	119,772.00	106.99%	-7,827.00
PHONE FRANCHISE TAX REVENUE	22,187.00	3.00	22,059.00	99.42%	128.00
UTILITY FRANCHISE TAX REVENUE	600,000.00	49,518.00	675,813.00	112.64%	-75,813.00
OCCUPATIONAL LICENSE REVENUE	30,746.00	2,690.00	23,943.00	77.87%	6,803.00
BUILDING PERMIT REVENUE	38,450.00	13,224.00	39,967.00	103.95%	-1,517.00
INSPECTION PERMIT REVENUE	36,734.00	4,050.00	37,503.00	102.09%	-769.00
ZONING PERMITS	2,981.00	-438.00	2,688.00	90.17%	293.00
ANIMAL LICENSE REVENUE	0.00	55.00	680.00	0.00%	-680.00
ABATEMENT REVENUE	0.00	229.00	2,674.00	0.00%	-2,674.00
MOTOR FUEL TAX REVENUE	37,757.00	4,100.00	33,271.00	88.12%	4,486.00
COMMERCIAL VEH TAX REVENUE	159,309.00	12,353.00	134,020.00	84.13%	25,289.00
CIGARETTE TAX REVENUE	47,918.00	3,418.00	37,146.00	77.52%	10,772.00
ALCOHOL BEVERAGE TAX REVENUE	55,000.00	4,933.00	51,394.00	93.44%	3,606.00
ACCOUNTING SERVICE REVENUE	26,400.00	0.00	26,400.00	100.00%	0.00
EMERGENCY MEDICAL CALL SVC FEE	281,342.00	23,463.00	256,612.00	91.21%	24,730.00
STORMWATER COMPLIANCE FEE	324,597.00	26,210.00	295,795.00	91.13%	28,802.00
CEMETARY LOT SALES REVENUE	37,029.00	10,250.00	33,900.00	91.55%	3,129.00
MINERAL RIGHTS & ROYALTIES REV	20,816.00	1,876.00	32,100.00	154.21%	-11,284.00
POLICE FINES & COURT COST REV	750,000.00	57,857.00	790,547.00	105.41%	-40,547.00
INTEREST INCOME	1,625.00	46.00	17,850.00	1098.46%	-16,225.00
MISCELLANEOUS REVENUE	56,893.00	6,448.00	57,081.00	100.33%	-188.00
REIMBURSEMENT REVENUE	7,767.00	0.00	60,533.00	779.36%	-52,766.00
CREDIT CARD FEES	0.00	8,996.00	93,183.00	0.00%	-93,183.00
GRANT REVENUE	56,946.00	0.00	95,817.00	168.26%	-38,871.00
OMAG REFUNDS	52,794.00	0.00	0.00	0.00%	52,794.00
SETTLEMENT PROCEEDS	0.00	0.00	54,555.00	0.00%	-54,555.00
OMAG WORKER'S COMP REFUNDS	0.00	5,376.00	49,096.00	0.00%	-49,096.00
Total Revenues	8,472,640.00	805,317.00	8,848,105.00	104.43%	-375,465.00
Transfers In	2,744,249.00	228,687.00	2,515,470.00	91.66%	228,779.00
Total Revenues and Transfers In	11,216,889.00	1,034,004.00	11,363,575.00	101.31%	-146,686.00

Expenses

	2022-2023 Annual Budget	May Expenses	Year to Date Expenses	Year to Date Percentage of Budget	Budget Remaining
01.0-MANAGEMENT	888,203.00	74,636.00	770,950.00	86.80%	117,253.00
02.0-FINANCE	414,487.00	40,461.00	372,217.00	89.80%	42,270.00
03.0-MUNICIPAL COURT	624,863.00	68,810.00	529,162.00	84.68%	95,701.00
04.0-ENGINEERING	252,068.00	13,127.00	106,576.00	42.28%	145,492.00
05.0-POLICE	4,671,630.00	450,307.00	4,182,947.00	89.54%	488,683.00
06.0-FIRE	2,825,249.00	271,518.00	2,482,591.00	87.87%	342,658.00
07.0-COMMUNITY DEV	579,822.00	117,271.00	509,213.00	87.82%	70,609.00
08.1-PW ADMIN	166,930.00	16,524.00	139,625.00	83.64%	27,305.00
08.2-STREETS	794,852.00	48,605.00	616,802.00	77.60%	178,050.00
08.4-FLEET MAINT	90,022.00	13,958.00	86,580.00	96.18%	3,442.00
08.5-PARKS	623,404.00	52,390.00	384,315.00	61.65%	239,089.00
98.0-CONTINGENCY	90,000.00	0.00	0.00	0.00%	90,000.00
TOTAL EXPENDITURES	12,021,530.00	1,167,607.00	10,180,978.00	84.69%	1,840,552.00
Transfers Out	134,000.00	0.00	39,000.00	29.10%	0.00
Total Expenses and Transfers Out	12,155,530.00	1,167,607.00	10,219,978.00	84.08%	1,840,552.00
Revenues over (under) expenses	-938,641.00	-133,603.00	1,143,597.00	-121.84%	-1,987,238.00

Bethany Public Works Authority
Statement of Revenues and Expenses
May 2023

Revenues

	2022-2023 Annual Budget	May Revenue	Year to Date Revenue	Year to Date Percentage of Budget	Budget Remaining
RESIDENTIAL PENALTY REVENUE	198,717.00	19,096.00	178,545.00	89.85%	20,172.00
COMMERCIAL PENALTY REVENUE	0.00	1,555.00	16,776.00	0.00%	-16,776.00
SOLID WASTE REVENUE	2,918,167.00	245,989.00	2,688,671.00	92.14%	229,496.00
WATER REVENUE	3,980,014.00	295,817.00	3,625,839.00	91.10%	354,175.00
WATER TAP REVENUE	2,770.00	0.00	2,461.00	88.84%	309.00
SEWER REVENUE	2,914,333.00	239,915.00	2,681,767.00	92.02%	232,566.00
SEWER TAP REVENUE	514.00	50.00	550.00	107.00%	-36.00
INTEREST INCOME	25,317.00	7,605.00	144,434.00	570.50%	-119,117.00
LEASE REVENUE	121,702.00	21,829.00	163,109.00	134.02%	-41,407.00
SCRAP METAL REVENUE	0.00	221.00	2,784.00	0.00%	-2,784.00
MISCELLANEOUS REVENUE	0.00	0.00	-373.00	0.00%	-98.92
*** TOTAL REVENUE ***	10,161,534.00	832,077.00	9,504,563.00	93.53%	656,971.00
Total Revenues and Transfers In	10,161,534.00	832,077.00	9,504,563.00	93.53%	656,971.00

Expenses

	2022-2023 Annual Budget	May Expenses	Year to Date Expenses	Year to Date Percentage of Budget	Budget Remaining
02.0-BPWA FINANCE	478,128.00	46,503.00	414,544.00	86.70%	63,584.00
08.1-BPWA ADMIN	172,030.00	17,713.00	152,000.00	88.36%	20,030.00
08.3-BPWA SANITATION	1,599,811.00	142,113.00	1,354,094.00	84.64%	245,717.00
08.4-BPWA FLEET MAINT	89,922.00	6,846.00	68,587.00	76.27%	21,335.00
12.0-BPWA WATER PLANT	1,916,700.00	155,610.00	1,731,076.00	90.32%	185,624.00
12.1-BPWA WATER LINE	416,392.00	26,655.00	339,966.00	81.65%	76,426.00
12.2-BPWA SEWER LINE	1,688,206.00	141,370.00	1,472,620.00	87.23%	215,586.00
97.0-DEBT SERVICE INTERST EXP	278,407.00	14,500.00	238,039.00	85.50%	40,368.00
98.0-CONTINGENCY	0.00	0.00	0.00	0.00%	0.00
99.0-TRANSFERS OUT	3,012,249.00	228,596.00	2,515,470.00	83.51%	496,779.00
Total Expenses and Transfers Out	9,651,845.00	779,906.00	8,286,396.00	85.85%	1,365,449.00
DEBT SERVICE PRINCIPAL	1,115,614.00	77,500.00	1,164,927.00	104.42%	-49,313.00
Revenues over (under) Expenses/Debt Service	-605,925.00	-25,329.00	53,240.00	-8.79%	-659,165.00

City of Bethany
Capital Improvement Fund
Statement of Revenue And Expense
May 2023

Revenues

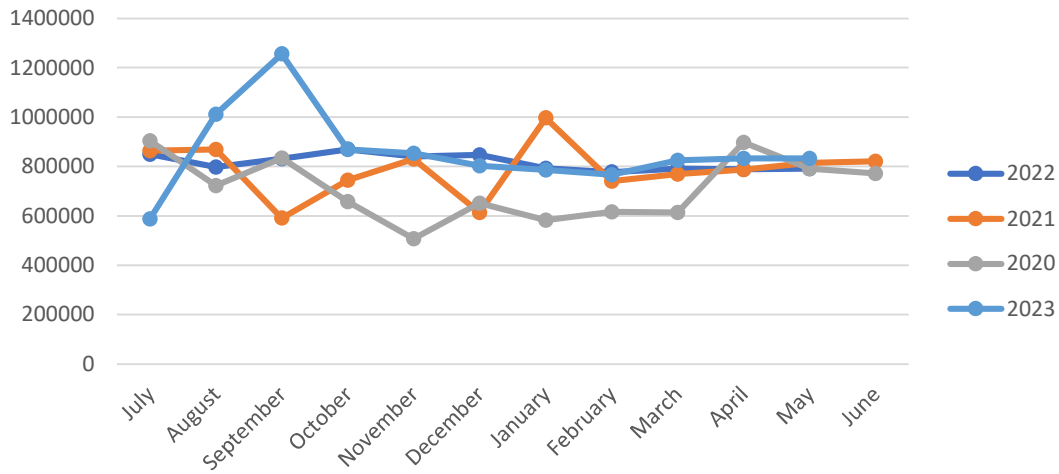
	2022-2023 Annual Budget	May Revenue	Year to Date Revenue	Year to Date Percentage of Budget	Budget Remaining
SALES TAX 17.5% DEDICATED	963,530.00	88,867.00	956,791.00	99.30%	6,739.00
INTEREST REVENUE	701.00	0.00	1,380.00	196.86%	-679.00
TRANSFER FROM GF	39,000.00	0.00	0.00	0.00%	39,000.00
GRANT REVENUE	1,391,000.00	40,024.00	929,221.00	66.80%	461,779.00
Total Revenue	2,394,231.00	128,891.00	1,887,392.00	78.83%	506,839.00

Expenses

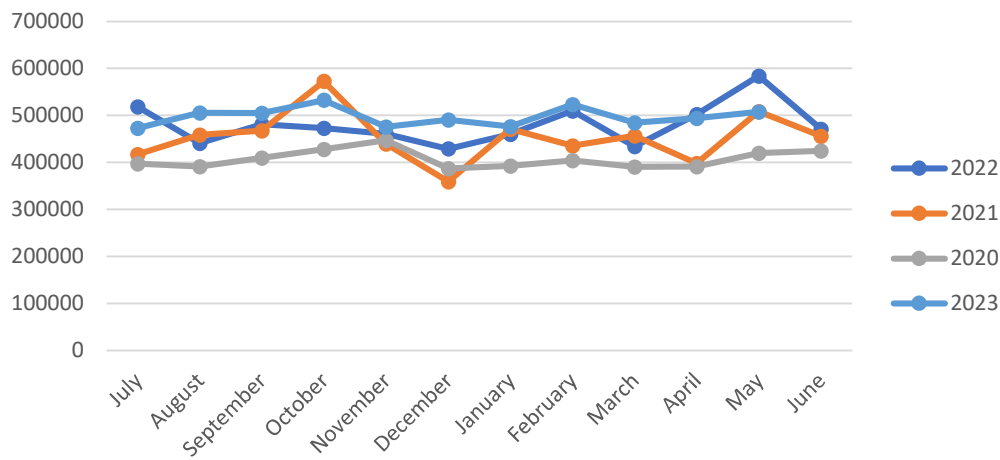
	2022-2023 Annual Budget	May Expenses	Year to Date Expenses	Year to Date Percentage of Budget	Budget Remaining
Capital Projects					
CIP2003 CityHall ADACompliance	96,000.00	0.00	94,973.00	98.93%	1,027.00
FIRE DEPT OVERHEAD DOORS	62,000.00	0.00	61,399.00	99.03%	601.00
RIPPER PARK POOL	38,000.00	0.00	0.00	0.00%	38,000.00
CDBG GRANT MATCH	321,000.00	3,908.00	42,769.00	13.32%	278,231.00
ODOT SIDEWALK PROJECT	397,000.00	0.00	396,779.00	99.94%	221.00
PUBLIC WORKS BACKHOE	105,749.00	0.00	105,749.00	100.00%	0.00
REPLACE VFD IN PUMP ROOM	70,000.00	0.00	0.00	0.00%	70,000.00
31ST STREET LIFT STATION	0.00	0.00	0.00	0.00%	0.00
DOWNTOWN WATER LINES REPL	0.00	0.00	0.00	0.00%	0.00
FIRE TRUCK LEASE PAYMENT	85,000.00	0.00	85,000.00	100.00%	0.00
PW 55HP TRACTOR MOWER	47,000.00	0.00	46,900.00	99.79%	100.00
SANITATION PACKER TRUCK	270,750.00	0.00	0.00	0.00%	270,750.00
UNLEADED FUEL PUMP	8,512.00	0.00	8,512.00	100.00%	0.00
CITY HALL LIGHT REPLACEMENT	10,250.00	0.00	0.00	0.00%	10,250.00
PW ZTR MOWER	18,000.00	0.00	17,308.00	96.16%	692.00
PW GRANT MATCHES	0.00	0.00	0.00	0.00%	0.00
WATER DEPT TRUCK	39,000.00	0.00	38,387.00	98.43%	613.00
REPLACEMENT DUMPSTERS	28,000.00	8,255.00	27,390.00	97.82%	610.00
CSAA ROCKWELL AVE PROJ	700,000.00	0.00	0.00	0.00%	700,000.00
PW 1/2 TON TRUCK	35,000.00	0.00	0.00	0.00%	35,000.00
Total Capital Projects	2,331,261.00	12,163.00	925,166.00	39.69%	1,406,095.00

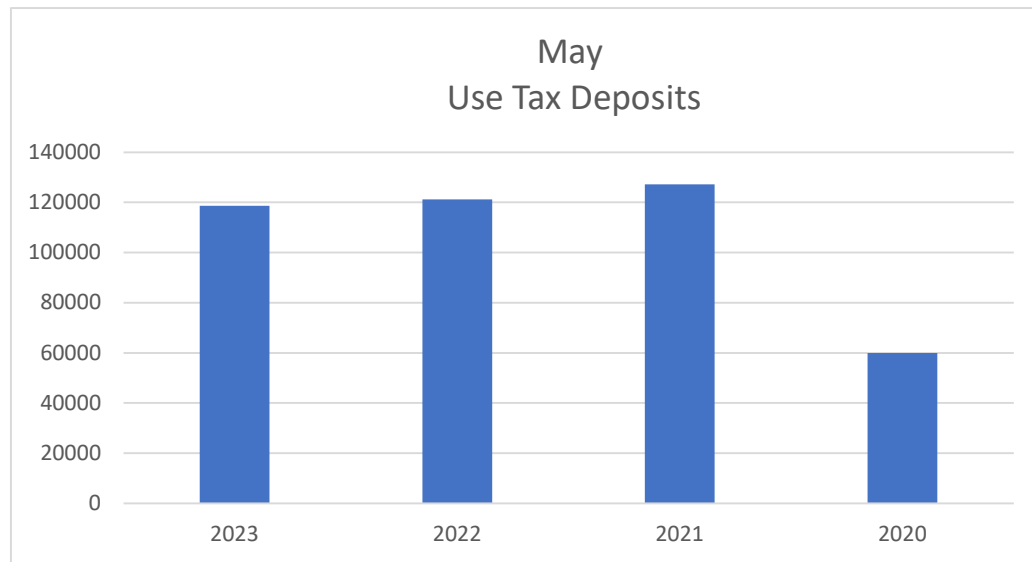
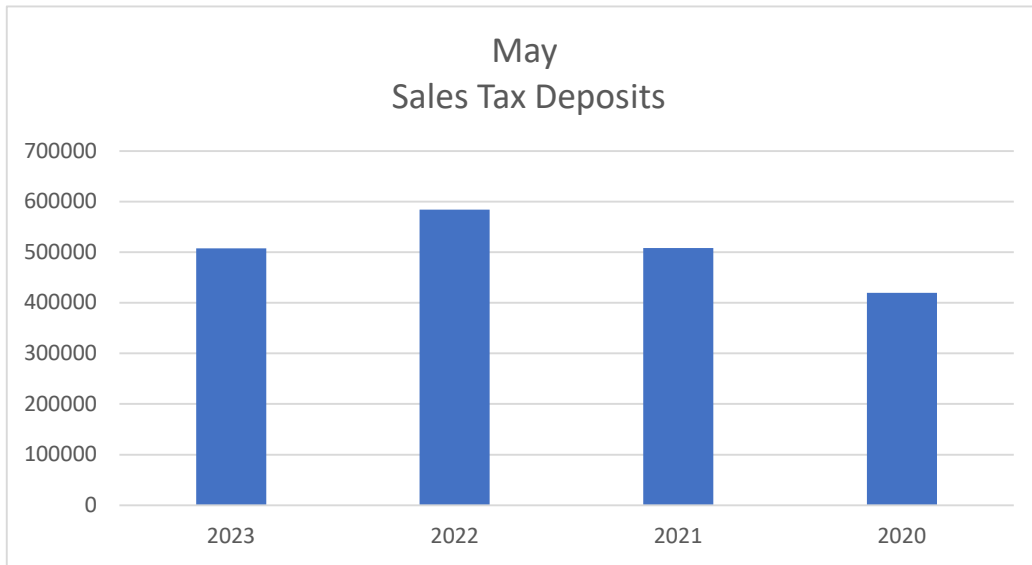
Revenues Over (under) Expenses	62,970.00	116,728.00	962,226.00	1528.07%	-899,256.00
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Public Works Authority Monthly Income



Monthly Sales Tax Income





NOTICE: On Thursday, June 1, 2023, at or before 4:59 p.m., agenda was posted at the front doors of City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: cityofbethany.org. The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

BETHANY PUBLIC WORKS AUTHORITY MEETING

BETHANY CITY HALL

TUESDAY, JUNE 6, 2023

6:30 P.M.

MEMBERS PRESENT:	Nikki Lloyd	Chairman
	Brian Magirowsky	Vice-Chairman
	Steve Palmer	Trustee
	Chris Powell	Trustee
	Marilyn McPhail	Trustee
	Kathy Larsen	Trustee
	Jeff Knapp	Trustee
	Ken Smart	Trustee
MEMBERS ABSENT:	Peter Plank	Trustee
OTHERS PRESENT:	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	(See Roster)	

Mayor Lloyd called the Bethany City Council meeting to order at 7:11 P.M.

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

- A. APPROVAL OF MINUTES FROM THE MAY 16TH, 2023, 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.**

Motion was made by Vice-Chairman Magirowsky, seconded by Trus-

tee Knapp to approve the Consent Docket. Yes Votes: Larsen, Magirowsky, Powell, Smart, Palmer, Lloyd, McPhail, Knapp. No Votes: None. Motion passed.

ITEM NO. 2 on the agenda was **CONSIDERATION AND POSSIBLE AWARD OF BID FOR WATER TREATMENT PLANT QUICKLIME TO MISSISSIPPI LIME COMPANY FOR FY 2024. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Vice-Chairman Magirowsky, seconded by Trustee Knapp to approve the award of bid for Water Treatment Plant Quicklime to Mississippi Lime Company for FY 2024. Yes Votes: Larsen, Magirowsky, Powell, Smart, Palmer, Lloyd, McPhail, Knapp. No Votes: None. Motion passed.

ITEM NO. 3 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL TO ADVERTISE FOR BIDS FOR THE ARPA WATER METER AUTOMATION PROJECT. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Trustee Larsen, seconded by Vice-Mayor Magirowsky to approve advertisement for bids for the ARPA Water Meter Automation Project. Yes Votes: Larsen, Magirowsky, Powell, Smart, Palmer, Lloyd, McPhail, Knapp. No Votes: None. Motion passed.

ITEM NO. 4 on the agenda was **NEW BUSINESS (AS DEFINED BY THE OKLAHOMA OPEN MEETING ACT § 311 (A) (9) AS "MATTERS NOT KNOWN ABOUT OR WHICH COULD NOT HAVE REASONABLY BEEN FORESEEN PRIOR TO THE TIME OF POSTING THE AGENDA")**.

None

ITEM NO. 5 on the agenda was **ADJOURN UNTIL JUNE 20, 2023.**

Chairman Lloyd adjourned the Bethany Public Works meeting at 7:12 P.M. until June 20, 2023.

CHAIRMAN

SECRETARY

BETHANY PUBLIC WORKS AUTHORITY

From: Michael Vaughn, Finance Director
Date: June 15, 2023
Subject: Claims List for the 06/20/2023 Bethany Public Works Authority Meeting

BETHANY PUBLIC WORKS AUTHORITY

FUND	AMOUNT
Bethany Public Works Authority	\$210,260.17
TOTAL	\$210,260.17

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$449,969.92
Bethany Public Works Authority	\$210,260.17
Bethany Hospital Trust	\$0.00
Bethany Development Authority	\$8,000.00
TOTAL	\$668,230.09

RECOMMENDATION

1. Approve the claims as presented.



FUND: 056- BETHANY PUBLIC WORKS AUTH

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A		NON-DEPARTMENTAL				
23-47822	10-3436	BANCFIRST	JULY 2013 BOND	6/2023	JULY BOND	77,500.00
DEPARTMENT TOTAL:						77,500.00
DEPARTMENT: 02.0		FINANCE				
23-46656	10-005702	TPS TECHNICAL PROGRAMMING	UTILITY BILLING	6/2023	11477	2,261.97
23-47828	10-005924	ADMIRAL EXPRESS, LLC	OFFICE SUPPLIES	6/2023	2396339-0	37.55
23-47861	10-1085	OKLAHOMA MUNICIPAL ASSURANC	WORKER'S COMP	6/2023	20230701	171.10
DEPARTMENT TOTAL:						2,470.62
DEPARTMENT: 08.1		PUBLIC WORKS - ADMIN				
23-45341	10-005156	COX COMMUNICATIONS INC.	MONTHLY SERVICE	6/2023	20230531	453.43
23-47727	10-005373	CARD SERVICES/P1	PENS & UNDERLAYMENT	6/2023	9477047	13.99
23-47772	10-0668	HAYES ELECTRIC	FIXLIGHTSINFRONTPWOFFICE	6/2023	98577	44.60
23-47722	10-1063	OG&E	MONTHLY SERVICE	6/2023	20230612	211.17
23-47861	10-1085	OKLAHOMA MUNICIPAL ASSURANC	WORKER'S COMP	6/2023	20230701	85.55
DEPARTMENT TOTAL:						808.74
DEPARTMENT: 08.3		PUBLIC WORKS - SANIT				
23-47461	10-005350	FORCE PERSONNEL	TEMP FOR SANITATION	6/2023	74282	2,610.39
23-47868	10-005350	FORCE PERSONNEL	TEMP HELP	6/2023	74434,74432	1,681.49
23-47796	10-005373	CARD SERVICES/P1	PENS,COPYPAPER,HANDSOAP	6/2023	0826640	168.01
23-47800	10-0202	WASTE CONNECTIONS, INC	30 & 40 YARD ROLLOFFS	6/2023	2936971V013	6,131.40
23-47780	10-0225	GENUINE PARTS	BELT FOR UNIT #98	6/2023	7092-035257	50.03
23-47861	10-1085	OKLAHOMA MUNICIPAL ASSURANC	WORKER'S COMP	6/2023	20230701	10,950.11
23-47810	10-1261	RED ROCK PETRO	4500 UNLEAD & 3500 DIESEL	6/2023	1440833	5,816.86
23-47798	10-1622	WESTLAKE ACE HARDWARE	8 CANS RAID WASP & HORNET	6/2023	3503526	52.72
23-47869	10-2660	ODEQ WATER QUALITY DIV	RENEWAL LICENSE	6/2023	23060160200	92.00
23-47779	10-3081	PREMIER TRUCK/ATC FREIGHTL	IALTERNATOR UNIT#98	6/2023	120714957	284.77
23-47406	10-4208	OKLAHOMA CITY TREASURY	HOUSEHOLD WASTE	6/2023	100523	1,501.00
23-47761	10-4352	MCBRIDE CLINIC	DRUG SCREENS	6/2023	MAY 2023-	64.00
DEPARTMENT TOTAL:						29,402.78

FUND: 056- BETHANY PUBLIC WORKS AUTH

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08.4 PUBLIC WORKS - MAINT						
23-47861	10-1085	OKLAHOMA MUNICIPAL ASSURANC	WORKER'S COMP	6/2023	20230701	171.10
23-47810	10-1261	RED ROCK PETRO	4500 UNLEAD & 3500 DIESEL	6/2023	1440833	564.52
DEPARTMENT TOTAL:						735.62
DEPARTMENT: 12.0 UTILITY - WATER PLANT						
23-47788	10-004725	RUCKER ELECTRIC INCORPORATE	WIRE UP MOTOR	6/2023	12655	165.00
23-45341	10-005156	COX COMMUNICATIONS INC.	MONTHLY SERVICE	6/2023	20230531	632.17
23-47796	10-005373	CARD SERVICES/PI	PENS,COPY PAPER,HAND SOAP	6/2023	0826640	160.32
23-47506	10-005659	GATEHOUSE OKLAHOMAN	AD FOR LIME BID	6/2023	5611434	31.80
23-47706	10-0091	BRENNTAG SOUTHWEST INC	2 TOTES OF AQUA AMMONIA	6/2023	BSW468697	1,813.50
23-47707	10-0091	BRENNTAG SOUTHWEST INC	2 TOTES OF ALUMINUM SULFA	6/2023	BSW468476	2,282.50
23-47739	10-0091	BRENNTAG SOUTHWEST INC	2 TOTES OF ALUMINUM SUL	6/2023	BSW469709	2,280.00
23-47843	10-0091	BRENNTAG SOUTHWEST INC	4200 GALLONS BLEACH	6/2023	BSW470665	7,135.88
23-47815	10-0225	GENUINE PARTS	4 SHOCKS FOR UNIT #42	6/2023	7092-035547	200.00
23-47262	10-1063	OG&E	MONTHLY SVC	6/2023	20230607	493.72
23-47861	10-1085	OKLAHOMA MUNICIPAL ASSURANC	WORKER'S COMP	6/2023	20230701	3,507.46
23-47419	10-1128	OK CITY WATER UTILITIES	TRAPRIL CROSSTIES	6/2023	APRIL 2023	11,565.75
23-47810	10-1261	RED ROCK PETRO	4500 UNLEAD & 3500 DIESEL	6/2023	1440833	421.06
23-47837	10-1509	TOM'S SPEEDY LOCK & KEY	SER40 REKEYED 25 COPIES	6/2023	69430	684.00
23-47688	10-3042	ACCURATE ENVIRONMENTAL	VOC 7 & 10	6/2023	FE22019	736.00
23-47689	10-3042	ACCURATE ENVIRONMENTAL	BAC T	6/2023	FE22020	300.00
23-47733	10-3434	W & W ELECTRIC MOTOR SVC	460 VOLT ELE MOTOR	6/2023	1870	883.00
23-47677	10-3487	AIRGAS USA, LLC	20 TONS OF LIQUID CO2	6/2023	9138534606	4,011.00
23-47670	10-3919	MISSISSIPPI LIME	25 TONS OF LIME	6/2023	1672900	8,545.99
23-47745	10-3919	MISSISSIPPI LIME	25 TONS OF LIME	6/2023	1674545	8,879.59
23-47814	10-3919	MISSISSIPPI LIME	25 TONS OF LIME	6/2023	1675474	8,865.41
DEPARTMENT TOTAL:						63,594.15
DEPARTMENT: 12.1 UTILITY - WATER LINE						
23-47635	10-005451	MATTHEWS TRENCHING CO.,	INC39TH EXPWY	6/2023	7127 NW EXPWY	9,211.50
23-47861	10-1085	OKLAHOMA MUNICIPAL ASSURANC	WORKER'S COMP	6/2023	20230701	2,908.62
23-47810	10-1261	RED ROCK PETRO	4500 UNLEAD & 3500 DIESEL	6/2023	1440833	544.57
23-47592	10-2557	CORE & MAIN LP	TEN 18 INCH METER BOXES	6/2023	S821745	1,134.90
23-45047	10-4090	AT&T MOBILITY	ON CALL- METER READERS	6/2023	20230601-	225.92
DEPARTMENT TOTAL:						14,025.51

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 12.2		UTILITY - SEWER				
23-47767	10-004725	RUCKER ELECTRIC INCORPORATE	REPAIR/INSTALL ELECTRIC	6/2023	12645	928.07
23-47532	10-005145	FASTENAL	REPAIR ON 32ND & PENIEL	6/2023	OKOK1220703	331.47
23-47844	10-0225	GENUINE PARTS	ALTERNATOR UNIT \$48	6/2023	7092-035698	227.36
23-47785	10-0324	CENTRAL POWER EQUIP. INC	GENERATOR/19TH & COLLEGE	6/2023	R118005531	460.00
23-47748	10-0696	HAYNES EQUIPMENT CO INC	PART TO REBUILD PUMP	6/2023	8128262-IN	803.95
23-47854	10-0812	J & R EQUIPMENT LLC	REPAIR SEWER JETTER	6/2023	01W4691	4,828.05
23-47262	10-1063	OG&E	MONTHLY SVC	6/2023	20230607	800.22
23-47861	10-1085	OKLAHOMA MUNICIPAL ASSURAN	WORKER'S COMP	6/2023	20230701	1,197.67
23-47810	10-1261	RED ROCK PETRO	4500 UNLEAD & 3500 DIESEL	6/2023	1440833	123.51
23-47866	10-2828	UNITED RENTALS (NORTH AMER	Emergencyrepair43&college	6/2023	218171322-001	792.41
23-45047	10-4090	AT&T MOBILITY	ON CALL- METER READERS	6/2023	20230601-	39.62
DEPARTMENT TOTAL:						10,532.33
DEPARTMENT: 97.0		DEBT SERVICE				
23-47822	10-3436	BANCFIRST	JULY 2013 BOND	6/2023	JULY BOND	11,190.42
DEPARTMENT TOTAL:						11,190.42
FUND TOTAL:						210,260.17

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BETHANY HOSPITAL TRUST MEETING

BETHANY CITY HALL

TUESDAY, JUNE 6, 2023

6:30 P.M.

MEMBERS PRESENT:	Nikki Lloyd	Chairman
	Brian Magirowsky	Vice-Chairman
	Steve Palmer	Trustee
	Chris Powell	Trustee
	Marilyn McPhail	Trustee
	Kathy Larsen	Trustee
	Jeff Knapp	Trustee
	Ken Smart	Trustee
MEMBERS ABSENT:	Peter Plank	Trustee
OTHERS PRESENT:	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	(See Roster)	

Chairman Lloyd called the Bethany Hospital Trust meeting to order at 7:12 P.M.

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

- A. APPROVAL OF MINUTES FROM THE MAY 16TH, 2023, 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.**

Motion was made by Vice-Chairman Magirowsky, seconded by Trustee Smart to approve the Consent Docket. Yes Votes: Larsen, Magirowsky,

Powell, Smart, Palmer, Lloyd, McPhail, Knapp. No Votes: None. Motion passed.

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

None

ITEM NO. 3 on the agenda was **ADJOURN UNTIL JUNE 20th, 2023.**

Chairman Lloyd adjourned the Bethany Hospital Trust meeting at 7:13 P.M. until June 20th, 2023.

CHAIRMAN

SECRETARY

BETHANY HOSPITAL TRUST

From: Michael Vaughn, Finance Director
Date: June 15, 2023
Subject: Claims List for the 06/20/2023 Bethany Hospital Trust Meeting

BETHANY HOSPITAL TRUST

FUND	AMOUNT
Bethany Hospital Trust	\$0.00
TOTAL	\$0.00

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$449,969.92
Bethany Public Works Authority	\$210,260.17
Bethany Hospital Trust	\$0.00
Bethany Development Authority	\$8,000.00
TOTAL	\$668,230.09

RECOMMENDATION

1. Approve the claims as presented.



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BETHANY DEVELOPMENT AUTHORITY

BETHANY CITY HALL

TUESDAY, JUNE 6, 2023

7:30 P.M.

MEMBERS PRESENT:	Nikki Lloyd	Chairman
	Brian Magirowsky	Vice-Chairman
	Steve Palmer	Trustee
	Chris Powell	Trustee
	Marilyn McPhail	Trustee
	Kathy Larsen	Trustee
	Jeff Knapp	Trustee
	Ken Smart	Trustee
MEMBERS ABSENT:	Peter Plank	Trustee
OTHERS PRESENT:	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	(See Roster)	

Chairman Lloyd called the Bethany Development Authority meeting to order at 7:13 P.M.

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

- A. APPROVAL OF MINUTES FROM THE MAY 16TH, 2023, 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.**

Motion was made by Vice-Chairman Magirowsky, seconded by Trustee Larsen to approve the Consent Docket. Yes votes: Larsen, Palmer,

Lloyd, Smart, McPhail, Powell, Magirowsky, Knapp. No votes: None. Motion passed.

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

None

ITEM NO. 3 on the agenda was **ADJOURN UNTIL JUNE 20, 2023**.

Chairman Lloyd adjourned the Bethany Development Authority meeting at 7:13 P.M. until June 20th, 2023.

CHAIRMAN

SECRETARY

BETHANY DEVELOPMENT AUTHORITY

From: Michael Vaughn, Finance Director
Date: June 15, 2023
Subject: Claims List for the 06/20/2023 Bethany Development Authority Meeting

BETHANY DEVELOPMENT AUTHORITY

FUND	AMOUNT
Bethany Development Authority	\$8,000.00
TOTAL	\$8,000.00

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$449,969.92
Bethany Public Works Authority	\$210,260.17
Bethany Hospital Trust	\$0.00
Bethany Development Authority	\$8,000.00
TOTAL	\$668,230.09

RECOMMENDATION

1. Approve the claims as presented.



FUND: 082- BETHANY DEVELOPMENT AUTH

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 99.0		NON-DEPARTMENTAL				
23-47847	10-3923	WESTERN ENTERPRISES INC	FIREWORKS 7-1-23	6/2023	202306155445	8,000.00
DEPARTMENT TOTAL:						8,000.00
FUND TOTAL:						8,000.00
GRAND TOTAL:						668,230.09