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On Thursday, January 29, 2026, at or before 4:59 p.m., agenda was posted at the front doors of City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: [cityofbethany.org](http://cityofbethany.org). The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

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# AGENDA

## BETHANY CITY COUNCIL

**TUESDAY, FEBRUARY 3, 2026**  
**6:30 P.M.**

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



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

1. Call to Order
2. Invocation and Flag Salute
3. Presentation and update from Oklahoma Natural Gas Representative Jaclynne Pyle Gray.
4. Consent Docket:
  - A. Approval of Minutes from the January 21, 2026, Regular Meeting.
  - B. Approval of Claims: These claims have been found to be in order by staff and proper as to form and procedure and are recommended for payment. A copy of the Claims List is included in the agenda packet.
  - C. Public Improvement-Routine Item: Accept improvements for Oklahoma Department of Commerce Community Development Block Grant Waterline Project located on NW 32<sup>nd</sup> between Holloway and Mueller as a public improvement and place the maintenance bond into effect.
  - D. Public Improvement-Routine Item: Accept improvements for the Fire Department Training Tower Waterline Project as a public improvement and place the maintenance bond into effect.

- E. Approval to declare certain police vehicles as surplus and authorize staff to conduct an online public auction to sell the listed items.
- F. Finding of proper notice and declaration of delinquency for sewer and sanitary services located at the following Oklahoma City addresses pursuant to Bethany Code of Ordinances 50.11 and possible request by City Clerk to remove item from consent docket for a public hearing:

10213 East Lake Dr  
6021 Queens Gate  
5901 Sulgrave Manor

5936 NW 81<sup>st</sup> St  
5913 NW 82<sup>nd</sup> Cir

- 5. Possible Public Hearing on items pulled from consent docket for declaration of delinquency for utility services. *(Michael Vaughn, Finance Director)*
  - A. Open the public hearing by majority vote.
  - B. Call to the interested party of the address(es) about termination of service.
  - C. Call to the public about termination of service.
  - D. Close the public hearing by majority vote.
  - E. Discussion and possible action on addresses pulled from Consent Docket.
- 6. Consideration and possible adoption of Resolution No. 1727, a resolution declaring certain utility customer accounts delinquent and authorizing the submittal of said accounts to Oklahoma City for termination of water service. *(Michael Vaughn, Finance Director)*
- 7. PUBLIC HEARING ITEM: Consideration and possible approval of Ordinance No. 2087, an ordinance amending the zoning ordinances, map, and comprehensive plan of the City of Bethany, Oklahoma, by including in I-L, Industrial-Light, the property located at 6006 N Rockwell Avenue from C-G (Commercial-General) in Bethany, Oklahoma County, Oklahoma as more particularly described hereinafter. *(Ray Jones, City Attorney)*
  - A. Presentation by staff and/or interested party.
  - B. Public comments.
  - C. Consideration and possible action to approve Ordinance No. 2087, on reading by title only.
  - D. Motion to approve Section 1 of Ordinance No. 2087.
- 8. Consideration and possible action regarding a request for a Special Use Permit by DWD Enterprises, Darin Delane, and Tanner Burrows, Applicants to construct a garage next to the residence at 6708 NW 48th Street. *(Elizabeth Gray, City Manager)*
- 9. 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.)*

10. Consideration and possible approval of Brewer Construction Oklahoma, LLC Invoice No. 5 (Final) in the amount of \$28,695.22 for ODOC Community Development Block Grant Waterline project NW 32<sup>nd</sup> Street, Holloway and N Mueller Avenue. *(Elizabeth Gray, City Manager)*
11. Consideration and possible approval to ratify emergency repair expenditures utilizing the Krapff-Reynolds Construction Co. on-call/emergency contract for Water Repair Services at NW 36<sup>th</sup> Street and Riverside Avenue in Bethany Oklahoma in the approximate amount of \$100,000.00. *(Elizabeth Gray, City Manager)*
12. 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”).*
13. City Attorney’s Report
14. City Manager’s Report
15. Mayor and Council Members Comments and Suggestions
16. Adjourn until February 17, 2026.

## **BETHANY PUBLIC WORKS AUTHORITY**

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1. Consent Docket:
  - A. Approval of Minutes from the January 20, 2026, Regular Meeting.
  - B. Approval of Claims: These claims have been found to be in order by staff and proper as to form and procedure and are recommended for payment. A copy of the Claims List is included in the agenda packet.
2. Consideration and possible approval of Brewer Construction Oklahoma, LLC Invoice No. 5 (Final) in the amount of \$28,695.22 for ODOC Community Development Block Grant Waterline project NW 32<sup>nd</sup> Street, Holloway and N Mueller Avenue. *(Elizabeth Gray, City Manager)*
3. Consideration and possible approval to ratify emergency repair expenditures utilizing the Krapff-Reynolds Construction Co. on-call/emergency contract for Water Repair Services at NW 36<sup>th</sup> Street and Riverside Avenue in Bethany Oklahoma in the approximate amount of \$100,000.00. *(Elizabeth Gray, City Manager)*
4. New Business *(As defined by the Oklahoma Open Meeting Act § 311 (A) (9) as “matters not known about or which could not have reasonably been foreseen prior to the time of posting the agenda”).*

5. Adjourn until February 17, 2026.

## **BETHANY HOSPITAL TRUST**

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

1. Consent Docket:
  - A. Approval of Minutes from the January 20, 2026, Regular Meeting.
  - B. Approval of Claims: These claims have been found to be in order by staff and proper as to form and procedure and are recommended for payment. A copy of the Claims List is included in the agenda packet.
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 February 17, 2026.

## **BETHANY DEVELOPMENT AUTHORITY**

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

1. Consent Docket:
  - A. Approval of Minutes from the January 20, 2026, Regular Meeting.
  - B. Approval of Claims: These claims have been found to be in order by staff and proper as to form and procedure and are recommended for payment. A copy of the Claims List is included in the agenda packet.
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 February 17, 2026.

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

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NOTICE: On Thursday, January 15, 2026, at or before 4:59 p.m., agenda was posted at City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: cityofbethany.org. The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not necessary accommodation.

## **BETHANY CITY COUNCIL MEETING**

### **BETHANY CITY HALL**

**TUESDAY, JANUARY 20, 2026**

**6:30 P.M.**

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

**MEMBERS ABSENT:** None

<b>OTHERS PRESENT:</b>	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	Steve Manek	TEIM Design Engineer
	(See Roster)	

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

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

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

The Invocation was given by Council Member Magirowsky.  
The Flag Salute was conducted by Council Member Powell.

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

- A. APPROVAL OF MINUTES FROM THE JANUARY 6, 2026, REGULAR MEETING.**

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

A motion was made by Council Member Magirowsky, seconded by Council Member Ford to approve the Consent Docket. Yes votes: Plank, Falkner, Triana, Powell, Magirowsky, Smart, Larsen, Ford, Sandoval. 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, 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 APPROVAL OF THE PURCHASE OF A USED 2023 DODGE DURANGO PATROL VEHICLE FROM THE KANSAS HIGHWAY PATROL FOR \$38,825.00. (ELIZABETH GRAY, CITY MANAGER)**

Deputy Chief Meek reported that this is the 3<sup>rd</sup> patrol unit purchased this budget year with 4 being approved for the year. This unit is replacing a 2013 Chev. Tahoe.

A motion was made by Council Member Magirowsky, seconded by Council Member Ford to approve the purchase of a used 2023 Dodge Durango patrol vehicle from the Kansas Highway Patrol for \$38,825.00. Yes votes: Smart, Larsen, Ford, Falkner, Triana, Sandoval, Plank, Powell, Magirowsky. No votes: None. Motion approved.

**ITEM NO. 6** on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL TO APPOINT SAM THURMAN FROM WARD 2 TO THE PLANNING AND ZONING COMMISSION TO SERVE THE REMAINDER OF KEITH WRIGHT'S TERM EXPIRING IN 2027. (KEN SMART AND BURT FALKNER, COUNCIL MEMBERS)**

A motion was made by Council Member Falkner, seconded by Council Member Smart to approve the appointment of Sam Thurman from Ward 2 to the Planning and Zoning Commission to serve the remainder of Keith Wright's term expiring in 2027. Yes votes: Sandoval, Plank, Powell, Ford, Smart, Falkner, Triana, Magirowsky, Larsen. No votes: None. Motion approved.

**ITEM NO. 7** 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. 8** on the agenda was the **CITY ATTORNEY’S REPORT.**

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

**ITEM NO. 9** on the agenda was the **CITY MANAGER’S REPORT.**

Finance Director Michael Vaughn presented the financial report.

City Manager Gray reported on the city’s recent Free Landfill Day, noting that 36 residents participated. City Hall will be closed on February 16 for Presidents Day. The next bulk trash pickup is scheduled for March 2 beginning on the North side of the city.

**ITEM NO. 10** on the agenda was **COUNCIL MEMBERS’ ANNOUNCEMENTS, COMMENTS, AND PROPOSALS.**

Each council member was given the opportunity to comment.

**ITEM NO. 11** on the agenda was **ADJOURN UNTIL FEBRUARY 3, 2026.**

Mayor Sandoval adjourned the Bethany City Council meeting at 6:43 P.M. until February 3, 2026.

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CITYCLERK

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MAYOR

## BETHANY CITY COUNCIL

**From:** Michael Vaughn, Finance Director  
**Date:** January 29, 2026  
**Subject:** Claims list for the 02/03/2026 City Council Meeting

### GENERAL OPERATIONS FUND

FUND	AMOUNT
General Operations Fund	\$ 41,895.90
Public Safety Fund	\$ 1,845.72
Capital Improvement Fund	\$ 35,444.55
2016 Library GO Bond	\$ 18,368.86
<b>TOTAL</b>	<b>\$ 97,555.03</b>

### ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 97,555.03
Bethany Public Works Authority	\$ 126,886.78
Bethany Hospital Trust	\$ -
Bethany Development Authority	\$ -
<b>TOTAL</b>	<b>\$ 224,441.81</b>

### RECOMMENDATION

1. Approve claims as presented.





P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01.0 MANAGEMENT						
26-55711	10-005321	AMAZON CAPITAL SERVICES,	INCOUNCIL AMPLIFIER	1/2026	7485022	929.00
26-54336	10-005519	CRAWFORD & ASSOCIATES, P.C.	AUDIT PREP	1/2026	34849	2,990.00
26-55637	10-1	KIMBERLY PALMER	OSBI REIMBURSEMENT	1/2026	20260116	20.00
26-55721	10-1261	RED ROCK PETRO	3800 DIESEL & 4200 UNLEAD	1/2026	1625646	77.85
26-55464	10-2582	CMAO	2026 WINTER CONF	1/2026	24530	350.00
26-54328	10-3196	IMAGENET CONSULTING, LLC	PRINTER UPSTAIRS/DOWN	1/2026	INV1509648	200.24
DEPARTMENT TOTAL:						4,567.09
DEPARTMENT: 03.0 COURT						
26-55663	10-005321	AMAZON CAPITAL SERVICES,	INDISPATCH COMPUTER	1/2026	7720266	260.32
26-54101	10-0465	OK DEPT OF PUBLIC SAFETY	DEC 2025 OLETS	1/2026	LET-021644	80.00
26-54069	10-1749	RK BLACK INC.	JAN 2026 SHREDDER	1/2026	21207	40.00
26-54785	10-2335	TERRELL MONKS	TRIALS 9-3-25	1/2026	20260120	600.00
26-55756	10-3258	CITY OF YUKON	INMATE HOUSING	1/2026	2512	210.00
26-55757	10-3258	CITY OF YUKON	INMATE HOUSING	1/2026	2512-	168.00
DEPARTMENT TOTAL:						1,358.32
DEPARTMENT: 05.0 POLICE						
26-55405	10-005321	AMAZON CAPITAL SERVICES,	INSUPPLIES	1/2026	8221803	203.33
26-55717	10-005321	AMAZON CAPITAL SERVICES,	INUNIFORM PANTS FOR WHITTLE	1/2026	0868268	220.50
26-55525	10-005373	CARD SERVICES/P1	MEMBERSHIP FEES	1/2026	24139	250.00
26-55684	10-005373	CARD SERVICES/P1	FBI LEEDA MYERS	1/2026	200137995	795.00
26-55786	10-005373	CARD SERVICES/P1	NORTH TEXAS TOLLWAY	1/2026	20251221-22	59.14
26-54566	10-0465	OK DEPT OF PUBLIC SAFETY	OLETS ACCESS MONTHLY	1/2026	LET-021553	549.00
26-54354	10-1063	OG&E	MNTHLY SVC.	1/2026	20260115 JAN	24.40
26-55721	10-1261	RED ROCK PETRO	3800 DIESEL & 4200 UNLEAD	1/2026	1625646	3,892.59
26-55636	10-4352	MCBRIDE CLINIC	DRUG SCREEN	1/2026	47765	32.00
DEPARTMENT TOTAL:						6,025.96
DEPARTMENT: 06.0 FIRE						
26-55779	10-005010	YUKON TROPHY & AWARDS	LOCKER NAME PLATES	1/2026	126108	42.00
26-55749	10-005759	MHC KENWORTH OKC	SNOW CHAINS FOR ENGINES	1/2026	T00455601448747	1,153.98
26-55803	10-0225	GENUINE PARTS	HUB OIL FOR ENGINE-1	1/2026	107812	109.30
26-54354	10-1063	OG&E	MNTHLY SVC.	1/2026	20260115 JAN	211.12
26-55774	10-1165	CONRAD FIRE EQUIPMENT	L-1 FRONT END REPAIRS	1/2026	590220	453.70
26-55775	10-1165	CONRAD FIRE EQUIPMENT	REPAIRS TO E-1 AIR SYSTEM	1/2026	590221	332.25
26-55721	10-1261	RED ROCK PETRO	3800 DIESEL & 4200 UNLEAD	1/2026	1625646	1,144.08
26-55776	10-3415	SPECIAL-OPS UNIFORMS, INC.	NOMEX UNIFORM PANTS	1/2026	362736	675.66
26-55777	10-3415	SPECIAL-OPS UNIFORMS, INC.	NOMEX UNIFORM SHIRTS	1/2026	362956	218.69
DEPARTMENT TOTAL:						4,340.78

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 07.0 COMMUNITY DEV						
26-55557	10-005321	AMAZON CAPITAL SERVICES,	INOFFICE SUPPLIES	1/2026	3283452	122.07
26-55721	10-1261	RED ROCK PETRO	3800 DIESEL & 4200 UNLEAD	1/2026	1625646	155.70
26-55693	10-1530	THE TRIBUNE	ROCKWELL PUBLIC HEARING	1/2026	26-55693	115.22
26-54654	10-1754	NORTHWEST OKLAHOMA CITY	CHACCLASS	1/2026	14552	800.00
26-54328	10-3196	IMAGNET CONSULTING, LLC	PRINTER UPSTAIRS/DOWN	1/2026	INV1509648	162.88
26-55797	10-3348	COUNTY CLERK OKLA COUNTY	LIEN/RELEASE	1/2026	20260127	18.00
DEPARTMENT TOTAL:						1,373.87
DEPARTMENT: 08.1 PUBLIC WORKS - ADMIN						
26-55661	10-005321	AMAZON CAPITAL SERVICES,	INSUPPLIES	1/2026	6145833	30.16
26-55727	10-005373	CARD SERVICES/P1	2026 ISA MEMBERSHIP	1/2026	1415221	165.00
26-55729	10-1069	OKLAHOMA MUNICIPAL LEAGUE	2026 OK CODE MEMBERSHIP	1/2026	20260126 STOWELL	50.00
26-55812	10-2442	SUMNERONE, INC.	MONTHLYCOPIERMAINTENANCE	1/2026	4503838	83.78
DEPARTMENT TOTAL:						328.94
DEPARTMENT: 08.2 PUBLIC WORKS - STREETS						
26-55791	10-0002	ACTION SAFETY SUPPLY CO.,	L50 SAND BAGS	1/2026	00287493	62.50
26-55766	10-004808	ADVANTAGE BATTERY OF OKLAHO2	BATTERY S SCHOOL ZONE	1/2026	127144	139.98
26-55768	10-005321	AMAZON CAPITAL SERVICES,	INWATER PROOF GLOVES	1/2026	3240262	56.97
26-55810	10-005321	AMAZON CAPITAL SERVICES,	IN3 PAIR OF WP BOOTS	1/2026	4487449	79.99
26-55805	10-0225	GENUINE PARTS	4 WIND SHELID BLADS	1/2026	107826	20.72
26-55758	10-0324	CENTRAL POWER EQUIP. INC	THROTTLE CABLE	1/2026	367200	68.99
26-55747	10-0482	DOLESE BROS. CO.	FILL SAND FOR STOCK	1/2026	AG26007599	493.50
26-55767	10-0609	BOBCAT OF OKLAHOMA CITY	HYDRO OIL FRONT LOADER	1/2026	P22568	205.38
26-55811	10-0609	BOBCAT OF OKLAHOMA CITY	CUTTING EDGE FOR SKID STE	1/2026	P22706	332.47
26-55660	10-0694	HASKELL LEMON CONST CO	3 TONS ASPHALT	1/2026	18760	201.60
26-55671	10-0694	HASKELL LEMON CONST CO	3 TONS	1/2026	18790	256.00
26-55692	10-0694	HASKELL LEMON CONST CO	TWO TONS	1/2026	18835	120.00
26-55695	10-0694	HASKELL LEMON CONST CO	TWO TONS OF ASPHALT	1/2026	18867	168.80
26-55710	10-0694	HASKELL LEMON CONST CO	3 TONS ASPHALT	1/2026	18892	252.80
26-55726	10-0694	HASKELL LEMON CONST CO	2 TONS ASPHALT	1/2026	18914	126.40
26-54689	10-1063	OG&E	MONTHLY SVC	1/2026	20260115-STREETS	15,146.42
26-55721	10-1261	RED ROCK PETRO	3800 DIESEL & 4200 UNLEAD	1/2026	1625646	1,958.51
26-55494	10-1329	SCHWARZ (BORAL) READY MIX	FOR SIDEWALK REPAIR	1/2026	346066	792.00
26-55770	10-1622	WESTLAKE ACE HARDWARE	DEICER & SCRAPPERS	1/2026	3505344	92.85
26-55738	10-1728	CL BOYD COMPANY INC	CABIN FILTER FOR UNIT #88	1/2026	P77290	32.35
26-55430	10-2702	AMERICAN LOGO & SIGNS	4CHEVRON SIGNS	1/2026	34222	264.00
26-55694	10-3003	VANCE BROTHERS, LLC	TACT	1/2026	ZR00023404	220.00
26-55796	10-3940	J & E SUPPLY	BOLTS SNOW PLOWER	1/2026	3104033	111.36
DEPARTMENT TOTAL:						21,203.59

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08.4 PUBLIC WORKS - MAINT						
26-55661	10-005321	AMAZON CAPITAL SERVICES,	INSUPPLIES	1/2026	6145833	37.99
26-55789	10-0225	GENUINE PARTS	BATTERY & FUEL COND	1/2026	107706	139.26
26-55721	10-1261	RED ROCK PETRO	3800 DIESEL & 4200 UNLEAD	1/2026	1625646	38.90
DEPARTMENT TOTAL:						216.15
DEPARTMENT: 08.5 PUBLIC WORKS - PARKS						
26-55745	10-005005	BRONCO EQUIPMENT RENTAL &	SSTUMP GRINDER	1/2026	909984-0001	520.00
26-55735	10-005321	AMAZON CAPITAL SERVICES,	INHANCAPSTICKERS,PENS,PAPER	1/2026	8070668	18.61
26-55768	10-005321	AMAZON CAPITAL SERVICES,	INWATER PROOF GLOVES	1/2026	3240262	56.97
26-55810	10-005321	AMAZON CAPITAL SERVICES,	IN3 PAIR OF WP BOOTS	1/2026	4487449	14.86
26-55724	10-0324	CENTRAL POWER EQUIP. INC	SUPPLIES FOR CHAIN SAWS	1/2026	367116	109.98
26-55773	10-0324	CENTRAL POWER EQUIP. INC	TWO CHAINS FOR CHAIN SAWS	1/2026	367239	69.30
26-54354	10-1063	OG&E	MNTHLY SVC.	1/2026	20260115 JAN	503.26
26-55721	10-1261	RED ROCK PETRO	3800 DIESEL & 4200 UNLEAD	1/2026	1625646	628.82
26-55820	10-1509	TOM'S SPEEDY LOCK & KEY	SERWEST PARK BARN DOOR	1/2026	70964	45.00
26-55709	10-1622	WESTLAKE ACE HARDWARE	CLIPS FOR BASKETBALL NETS	1/2026	3505326	28.97
26-55799	10-1622	WESTLAKE ACE HARDWARE	CLEANING SUPPLIES	1/2026	3505354	36.97
26-55816	10-1622	WESTLAKE ACE HARDWARE	BULBS AND RAZORS	1/2026	3505360	20.98
26-55677	10-3216	BINSWANGER GLASS #609	WINDOWS IN PARK BARN	1/2026	0142084	427.48
DEPARTMENT TOTAL:						2,481.20
FUND TOTAL:						41,895.90

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
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DEPARTMENT: 99.0		NON-DEPARTMENTAL				
26-55703	10-005321	AMAZON CAPITAL SERVICES, INCOMPUTERS		1/2026	9565017	1,845.72
DEPARTMENT TOTAL:						1,845.72
FUND TOTAL:						1,845.72

FUND: 031- CAPITAL IMPROVE PROJECTS

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		PROJECTS >\$25,000				
26-54461	10-005900	TEIM DESIGN GROUP, PLLC	CDBG WATERLINE	1/2026	13705	1,871.78
26-55514	10-006199	BREWER CONSTRUCTION	OKLAHOMCDBG HOLLOWAY/MUELLER	1/2026	INV. 5 FINAL	28,695.22
26-55732	10-006280	DENALI PLUMBING LLC	WATERLINE RETAINAGE	1/2026	INV. 2 FINAL	4,877.55
DEPARTMENT TOTAL:						35,444.55
FUND TOTAL:						35,444.55

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 99.0		NON-DEPARTMENTAL				
26-54787	10-4388	ISG TECHNOLOGY, LLC	LIBRARY PARK CAMERA'S	1/2026	ISG363497	18,368.86
DEPARTMENT TOTAL:						18,368.86
FUND TOTAL:						18,368.86

**BETHANY CITY COUNCIL**

**From:** Elizabeth Gray, City Manager  
**Date:** February 3, 2026  
**Subject:** Accept Improvements for ODOC Community Development Block Grant Waterline project.

**BACKGROUND**

The Oklahoma Department of Commerce awarded a Community Development Block Grant (CDBG) to the city in a matching amount of \$171,250.00. The City’s project area is generally located between NW 36<sup>th</sup> and NW 32<sup>nd</sup>, and Holloway and Mueller to continue with improvements completed with the last CDBG grant.

On October 15, 2024, the City of Bethany entered into a contract for engineering and design services with TEIM Design.

Bids were opened in June, and the project was awarded by the City Council to Brewer Construction Oklahoma, LLC in the amount of \$233,634.00. Amendment No. 1 reconciled the as-built quantities in the amount of \$40,506.00 and Change Order No. 1 was for \$390.00 for steel casing needed for the waterline for a revised final contract amount of \$274,530.00

The work is now complete.

**RECOMMENDATION**

1. Accept Improvements for ODOC Community Development Block Grant Waterline project.

**ADDITIONAL COMMENTS**





TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

January 22, 2026

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

Re: ODOC Community Development Block Grant  
Waterline Replacement Project  
NW 32<sup>nd</sup> Street N Holloway and N Mueller Avenue

Dear Ms. Gray,

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

Respectfully Submitted,

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

Robbie Williams, PE

Attachment: Maintenance Bond



**MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, Brewer Construction, Oklahoma, LLC, as Principal, and Great American Insurance Company, as Surety, are held and firmly bound unto the CITY OF BETHANY of the State of Oklahoma, in the full and just sum of Two hundred thirty three thousand six hundred thirty four dollars and zero cents (\$233,634.00), such sum being equal to the contract amount for a period of one (1) year and thereafter for a period of one (1) year for the sum of Thirty five thousand forty five dollars and ten cents (\$35,045.10), such sum being not less than 15% of the contract price, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 27th day of June, A.D., 2025.

The conditions of this obligation are such, that whereas, said Principal, has a certain contract between Brewer Construction Oklahoma, LLC and the CITY OF BETHANY dated this 15<sup>th</sup> day of July, 2025, agreed to construct in the City of Bethany:

**ODOC COMMUNITY DEVELOPMENT BLOCK GRANT WATERLINE REPLACEMENT  
PROJECT  
CITY OF BETHANY, OKLAHOMA**

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

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

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

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

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

ATTEST:

Brewer Construction Oklahoma, LLC

Michael Rysicki  
Secretary Witness  
Michael Rysicki

By Kevin Brewer  
Principal  
Kevin Brewer  
Manager

Great American Insurance Company

ATTEST:

[Signature]  
Secretary

By Jasmine Stephens  
Surety

Approved as to form this \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_.

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

**GREAT AMERICAN INSURANCE COMPANY®**

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

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

No. 0 22209

**POWER OF ATTORNEY**

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

Name	Address	Limit of Power
Ryan Adams	Rebecca Hill	All
Kim Brate	Diane Kern	\$100,000,000
Donna Baker	Becky Hill	
Jasmine Stephens	Mark Priess	
Tonya Gissendaner	Michelle Rakes	

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

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 16th day of June 2023



*My L C. B.*  
Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

*Mark V Vicario*  
Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 16th day of June, 2023, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

*Susan A Kohorst*

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

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

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

**CERTIFICATION**

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

Signed and sealed this 27th day of June, 2025



*My L C. B.*  
Assistant Secretary

**BETHANY CITY COUNCIL**

From: Elizabeth Gray, City Manager  
Date: February 2, 2026  
Subject: Accept Improvements for the Fire Department Training Tower Water Line Project

BACKGROUND

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

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

The work is now complete.

RECOMMENDATION

1. Accept improvements for the Fire Department Training Tower Water Line Project.

ADDITIONAL COMMENTS





TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

January 22, 2026

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

Re: Fire Department Training Tower Proposed 6 Inch Water Line

Dear Ms. Gray,

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

Respectfully Submitted,

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

Robbie Williams, PE

Attachment: Maintenance Bond

**MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, Denali Plumbing LLC, as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto the CITY OF BETHANY of the State of Oklahoma, in the full and just sum of Seventy eight thousand five hundred fifty one dollars and zero cents (\$78,551.00), such sum being equal to the contract amount for a period of one (1) year and thereafter for a period of one (1) year for the sum of Eleven thousand seven hundred eight two dollars and sixty five cents (\$11,782.65), such sum being not less than 15% of the contract price, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 19<sup>th</sup> day of August, A.D., 20 25.

The conditions of this obligation are such, that whereas, said Principal, has a certain contract between Denali Plumbing LLC and the CITY OF BETHANY dated this 19<sup>th</sup> day of August, 2025, agreed to construct in the City of Bethany:

**CITY OF BETHANY FIRE DEPARTMENT TRAINING TOWER  
PROPOSED 6 INCH WATER LINE**

**CITY OF BETHANY, OKLAHOMA**

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

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

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

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

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



ATTEST:

[Signature]  
Secretary

Denali Plumbing LLC

By [Signature]  
Principal

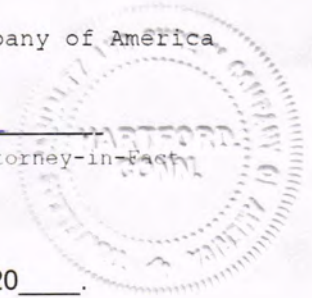


ATTEST:

[Signature]  
Secretary

Travelers Casualty and Surety Company of America

By [Signature]  
Surety Deborah L. Raper, Attorney-in-Fact



Approved as to form this \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_.

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



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

**POWER OF ATTORNEY**

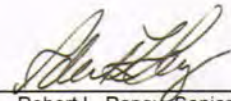
**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and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

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



State of Connecticut

City of Hartford ss.

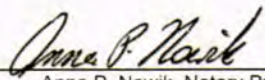
By:   
Robert L. Raper, Senior Vice President

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

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

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



  
Anna P. Nowik, Notary Public

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

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

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

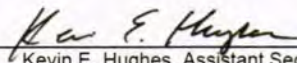
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice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

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

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

Dated this **19th** day of **August**, 2025



  
Kevin E. Hughes, Assistant Secretary

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

**CITY OF BETHANY**

From: Michael Vaughn, Finance Director  
Date: January 29, 2026  
Subject: Delinquent Utility Account Hearing for various Bethany Utility Customers

BACKGROUND

On December 30, 2025 the City of Bethany mailed via certified mail notices of delinquency to a number of utility customers that have Bethany sewer services and Oklahoma City water. Per Bethany Ordinance 2049, customers are entitled to a hearing before Council prior to Council declaring the accounts delinquent and submitting them to Oklahoma City to request termination of their water service. All of the utility customers notified have not paid for any Bethany utility services for at least thirty days past their bill's due date.

Ordinance 2049 states that if the customer desires a hearing, they must contact the City Clerk's office at least 24 hours prior to the designated Council meeting or make payment arrangements with the Utility Billing office. As of the date of the preparation of this agenda, one of the notified customers have contacted the City – Joseph Niehart, 5936 NW 81<sup>st</sup> Street..

RECOMMENDATION

1. Approve Resolution No. 1727 finding the accounts of the listed utility customers delinquent.

ADDITIONAL COMMENTS

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

**THE CITY OF BETHANY**

**RESOLUTION NO. 1727**

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

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

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

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

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

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

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

ADOPTED THIS 3RD DAY OF FEBRUARY, 2026

THE CITY OF BETHANY

(SEAL)

ATTEST:

\_\_\_\_\_  
Mayor

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

**ATTACHMENT 1**  
**Resolution No. 1727**  
**02/03/2026**

<b>ACCOUNT #</b>	<b>NAME</b>	<b>ADDRESS</b>	<b>AMOUNT DUE</b>
52-0730-00	BILLIE J CAMPBELL / JAMES R CAMPBELL	10213 EAST LAKE DR	\$262.86
52-1600-04	SHAHZAIB AMJAD / KFK PENN LLC	6021 QUEENS GATE	\$167.60
52-2170-02	LILLIE MCMILLAN	5901 SULGRAVE MANOR	\$235.00
52-2690-04	JOSEPH NEIHART	5936 NW 81 <sup>ST</sup> ST	\$3,316.34
52-2780-01	CHAD KRITTENBRINK	5913 NW 82 <sup>ND</sup> CIR	\$196.54

**BETHANY CITY COUNCIL**

**From:** Robert Ray Jones, Jr.  
**Date:** January 29, 2026  
**Subject:** Consider a request by Hickman and Sutton LLC/Alex Hickman and Jim Sutton, applicants to rezoning 6006 N. Rockwell Ave. from C-G, Commercial General to I-L, Industrial Light.

**BACKGROUND**

The applicant is requesting rezone of the property located at 6006 N. Rockwell Ave. From C-G (Commercial General) to I-L (Industrial Light). The parcel is bordered by R-1 (Single Family Residential) to the North, South, and East. Wiley Post Airport is located to the West of the parcel. The Planning and Zoning Commission recommended approval by a vote of 4-1-0.

The comprehensive plan states in relevant part with regard to Rockwell Avenue near the airport:

**EXISTING CONDITIONS**

The northernmost section of Rockwell Avenue from 47th Street to 63rd Street is a unique area. Like the remainder of Rockwell Avenue and also like Council Road, this area was intended to be residential in use along a major thoroughfare (see the 1972 Comprehensive Plan Map in Chapter 2). The biggest difference from the other corridors is the adjacency to OKC's Wiley Post Airport and the impact of industrial uses. As envisioned in the 1972 Plan, there are intact neighborhoods existing in the area, but as can be seen from the Existing Land Use Map in Chapter 2, these neighborhoods are impacted by adjacent industrial and commercial uses that were not originally intended for the area. The presence of these unforeseen industrial uses shows that the area is in transition and already has a mix of uses. [Chapter 5, Bethany Innovates, page 46]

**KEY OBJECTIVES**

- Promote light industrial uses north of 50th street to support the Wiley Post Airport and to create a critical mass of compatible and supporting uses for a true light industrial district.
- Re-imagine the cemetery as a gateway at the northern most end of Rockwell with improvements of aesthetics and security to create a sense of arrival and to increase safety for visitors to the cemetery.
- Improve safety and walkability along Rockwell Avenue with sidewalks, lighting, shade trees and infill mixed use development. [Chapter 5, Bethany Innovates, page 46]

**MIXED USE POTENTIAL**

The mixed-use potential in the Rockwell Avenue area is different and adds an additional use in the mix with industrial. It is probable that the entire area could eventually convert to an industrial mixed-use area in character. In the interim, the area's existing neighborhoods should be buffered from the impacts of nearby industrial uses and any potential new industrial use that may occur over the next 10

**BETHANY CITY COUNCIL**

to 15 years should be concentrated within the three identified “pocket” districts. [Chapter 5, Bethany Innovates, page 46]

**DESIRED DEVELOPMENT CHARACTER.**

The long-term vision for the Rockwell Industrial Mixed-Use District includes a mixed-use district of industrial, commercial and residential uses with 2 to 3 story development in the form of vertical and horizontal mixed use that would offer supportive services to the Wiley Post Airport. [Chapter 5, Bethany Innovates, page 46]

**PROPOSED ACTIONS.**

- Action Item 43: Designate an Industrial Mixed-Use District along “north” Rockwell Avenue. Identifying a clear district boundary along the north portion of Rockwell Avenue sends a signal that will foster a collective vision for action in the area.
- Action Item 44: Amend current zoning along the corridor to allow a mix of commercial, industrial and residential uses. [Chapter 5, Bethany Innovates, page 46]

**OBSERVATIONS:**

Currently the Planning and Zoning Commission is preparing for hearings on Action Item 43 so that the public may voice their concerns and interests with the proposed action. Neither action item designated by the Comprehensive Plan has been recommended or explored by or the City Council. Currently, the Planning and Zoning Commission is exploring proposed actions with respect to Rockwell near Wiley Post. See, [Chapter 5, Bethany Innovates, page 46]

**§ 158.023.04 MIXED-USE DISTRICT (MUD).**

The intent of the Mixed-Use District (MUD) is to create opportunities to increase development intensity within targeted area. Shifting from more traditional neighborhoods toward a mix of commercial and residential uses, Mixed-Use Districts define the uses of land and character of the improvements to promote compatibility between residential and nonresidential uses. These districts also are intended to encourage redevelopment of underutilized parcels and infill development. The mixed-use districts specifically are intended to:

- (1) Concentrate higher-density residential development, commercial and office employment efficiently in and around the major interchanges, employment centers, and other designated centers of activity;
- (2) Encourage mixed-use in a broad sense by promoting urban, suburban and village development that blends a combination of residential, commercial, cultural, institutional or industrial uses whose functions are physically integrated and provide both vehicular and pedestrian connectivity;
- (3) Introduce new housing types geared to attract what Chapter 4 of the City of Bethany Comprehensive Plan refers to as the "missing middle" households;
- (4) Expand commercial space capacity; and

**BETHANY CITY COUNCIL**

(5) Ensure that development in mixed-use areas is of high quality and provides walkable, livable, vibrant environments, which provide interest through use of varied forms, materials, details, and colors, especially at the ground floor and second story.

**TASK FOR COUNCIL**

Decide whether the requested zoning change is consistent with the comprehensive plan regarding Rockwell Avenue.

**RECOMMENDATION**

- 1. None.

**ADDITIONAL COMMENTS**





**ORDINANCE NO. 2087**

AN ORDINANCE AMENDING THE ZONING ORDINANCES, MAP, AND COMPREHENSIVE PLAN OF THE CITY OF BETHANY, OKLAHOMA, BY INCLUDING IN I-L, INDUSTRIAL LIGHT, THE PROPERTY LOCATED AT 6006 N. ROCKWELL AVENUE FROM C-G (COMMERCIAL GENERAL) IN BETHANY, OKLAHOMA COUNTY, OKLAHOMA AS MORE PARTICULARLY DESCRIBED HEREINAFTER.

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

Section 1. The following-described real estate situated in the City of Bethany, to wit:

Hickey Acres Addition 003 000 W 410 Ft./Hickey Acres Addition 003 000 E. 84.17 Ft. of W. 494.17 Ft.

is hereby included in, added to, and made part of the district set aside for I-L, Industrial Light, and the Clerk of the City of Bethany is hereby authorized and directed to correct the official zoning map and comprehensive plan map of the City of Bethany, Oklahoma, to conform thereto.

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

The undersigned hereby certify that the foregoing ordinance was introduced before the Bethany Planning and Zoning Commission on Jan. 15, 2026, and the Bethany City Council on the Feb. 3, 2026, and was duly adopted and approved by the Mayor and City Council of the City of Bethany on the 3rd Day of February, 2026, after public hearing, and after compliance with notice requirements of the Open Meeting Law (25 OSA, Sections 301, et seq.

---

MAYOR

ATTEST:

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

Approved as to form and legality on \_\_\_\_\_, 2026.

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

**MINUTES**  
**CITY OF BETHANY**  
**PLANNING AND ZONING COMMISSION**  
**JANUARY 15, 2026**

MEMBERS PRESENT: Justin Peck, Chair  
James Clemmer, Vice-Chair  
Robert Helton  
Steve Marx  
Jennifer Edmonson

MEMBERS ABSENT: Arvel Williams

STAFF PRESENT: Ray Jones, City Attorney  
Brett Crecelius, Comm. Dev. Director  
Raquelynne Diaz, 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, OK 73008 on Friday, January 9, 2026 on or before 4:30 p.m.

Justin Peck, Chair called the meeting to order. James Clemmer, Vice-Chair gave the invocation. Motion was made by Robert Helton, seconded by Steve Marx to approve the December 18, 2025 Planning and Zoning Commission minutes. The votes are as follows: AYE- Justin Peck, Robert Helton, Steve Marx. NAY- None. ABSTAIN- Jennifer Edmonson, James Clemmer. The motion carried 3-0-2.

**ITEM 1:** PC 26-01

Consider a request by Hickman and Sutton LLC/ Alex Hickman and Jim Sutton, Applicants to rezoning 6006 N. Rockwell Ave. from C-G, Commercial General to I-L, Industrial Light.

**LEGAL DESCRIPTION:** Hickey Acres Add 003 000 W. 410 Ft./Hickey Acres Add 003 000 E. 84.17 Ft. of W. 494.17 Ft.

*(Item to be heard by the Bethany City Council on the 3<sup>rd</sup> of February, 2026 at 6:30 p.m. in the Council Chambers at Bethany City Hall.)*

**ACTION:** Raquelynne Diaz, Comm. Dev. Associate presented the staff report to consider rezoning 6006 N. Rockwell Ave. from C-G, Commercial General to I-L, Industrial Light. Raquelynne Diaz reviewed the differences between the zoning characteristics for C-G, Commercial General and I-L, Industrial Light. The property abuts R-1, Single Family zoned properties with the airport (OKC)

across the street. The property is abutting R-1, Single Family properties and should be buffered from impacts of nearby industrial uses. Also, the request aligns with the comprehensive plan.

Mr. Hickman, Applicant spoke to the Planning Commission. He presented photos of what the buildings will look like on this site. The buildings will be a minimum of 1,750 sq. ft. We do not allow any overnight outdoor storage to take place on our properties.

Commissioner Helton asked about parking and headlights shining into the surrounding residential properties.

Mr. Hickman, Applicant stated we plan to put up an eight-foot fence with at least 95% to 100% opacity so the lighting would not be problem.

Justin Peck, Chair asked how many buildings/businesses will there be on this site.

Mr. Hickman, Applicant stated we will have about seventeen units.

Ray Jones, City Attorney asked the applicant what sort of businesses do you anticipate locating at 6006 N. Rockwell Ave.

Mr. Hickman, Applicant stated what we ended up having at our other facilities are plumbers, landscapers, our own garage door company, and gyms. He thought there maybe people across the street at Wiley Post Airport that need off-site facilities.

Motion was made Steve Marx, seconded by James Clemmer to recommend approving the rezoning of 6006 N. Rockwell Ave. from C-G, Commercial General to I-L, Industrial Light. The votes are as follows: AYE- Justin Peck, James Clemmer, Steve Marx, Jennifer Edmonson. NAY- Robert Helton. ABSTAIN- None. The motion carried 4-1-0.

**ITEM 2:**      **PC 26-02**

Consider a special use request by DWD Enterprises, Darin Delaney and Tanner Burrows, Applicants to construct a garage next to the residence at 6708 NW 48<sup>th</sup> St.

**LEGAL DESCRIPTION:** Neeley Second Add 003 000 W. 60 ft. Lot 1 thru 3.

*(Item to be heard by the Bethany City Council on the 3<sup>rd</sup> of February, 2026 at 6:30 p.m. in the Council Chambers at Bethany City Hall.)*

**ACTION:**      Raquelynne Diaz, Comm. Dev. Associate presented the staff report to consider constructing a garage next to the residence at 6708 NW 48<sup>th</sup> St. She reviewed the proposed building characteristics, and mentioned request complies with all setbacks. The proposed structure will meet

**City of Bethany**  
**Planning & Zoning Staff Report**  
**January 15<sup>th</sup>, 2026**

CASE NO: PC 26-01

**Request:** Consider a request from Hickman & Sutton LLC, Applicant, and Agent of Owner, to rezone 6006 N Rockwell Ave. from C-G, Commercial General to I-L Industrial Light.

**Legal Description:** HICKEY ACRES ADD 003 000 W410FT

**Current Zoning:** Commercial General (C-G)

**Proposed Zoning:** Industrial Light (I-L)

**Surrounding Zoning:**

Direction	Zoning
North	R-1 (Residential One Family)
South	R-1 (Residential One Family)
East	R-1 (Residential One Family)
West	OKC (Wiley Post Airport)

Table 1

**Zoning Characteristics**

	C-G	I-L
Lot area (minimum)	None	None
Lot Coverage (Maximum)	35%	None
Height (Maximum)	90 feet	35 feet or 2 -½ stories
<b>Setbacks</b> <i>Side</i> <i>Rear</i> <i>Front</i>	<b>Side Interior Lots</b> (minimum) None <b>Rear</b> (minimum) 20 feet <b>Front</b> (minimum) 25 feet	<b>Side Interior Lots</b> (minimum) None <b>Rear</b> (minimum) 15 feet <b>Front</b> (minimum) 25 feet
<b>Fence Requirements</b>	Abutting R-1 requires 95% opacity and a height of eight feet on all abutting property lines.	Abutting R-1 requires 95% opacity and a height of eight feet on all abutting property lines

Table 2

**Background:**

The applicant is requesting to rezone the property located at 6006 N Rockwell Ave. From C-G, Commercial General to I-L Industrial Light. The parcel is bordered by R-1 (Single Family Residential) to the North, South, East, and OKC (Wiley Post Airport) to the West.

**Analysis:**

The site encompasses 81,864 sq. ft. (1.55 acres). The applicant is requesting a rezone to Industrial-Light to accommodate small businesses. This request aligns with the goals of the Comprehensive Plan, which encourages light industrial uses north of 50th Street to support Wiley Post Airport and create a concentrated, compatible district of light industrial and supporting uses.

To the north of NW 50th Street along Rockwell Avenue, several properties are zoned Industrial Light, with additional Industrial Light-zoned properties located closer to NW 63rd Street. The surrounding area also includes Commercial General, Commercial Restricted, Commercial Office, and Planned Unit Development (PUD) zoning districts, demonstrating that a mix of zoning districts is already established along Rockwell Avenue. However, the properties directly abutting this site are zoned R-1 and should be buffered from the impacts of nearby industrial uses, as well as any potential new industrial activity. To provide this buffer, an 8-foot fence will be required along the property lines adjacent to the R-1 zoned parcels.

The proposed rezone aligns with the goals of the Comprehensive Plan, which designates Rockwell Ave. north of 50th as an Industrial mixed-use corridor.

\* If the property is rezoned, any new businesses or buildings will be required to come before the city for review and approval to ensure compliance with zoning, permitted uses, and building requirements.

**Required Action:** Hold a public hearing to provide a recommendation to either approve or deny the applicant's request for a rezone that would allow the property to be rezoned from C-G to I-L.

**Attachments:**

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



C-G  
COMMERCIAL GENERAL

Wiley Post  
Airport-PWA

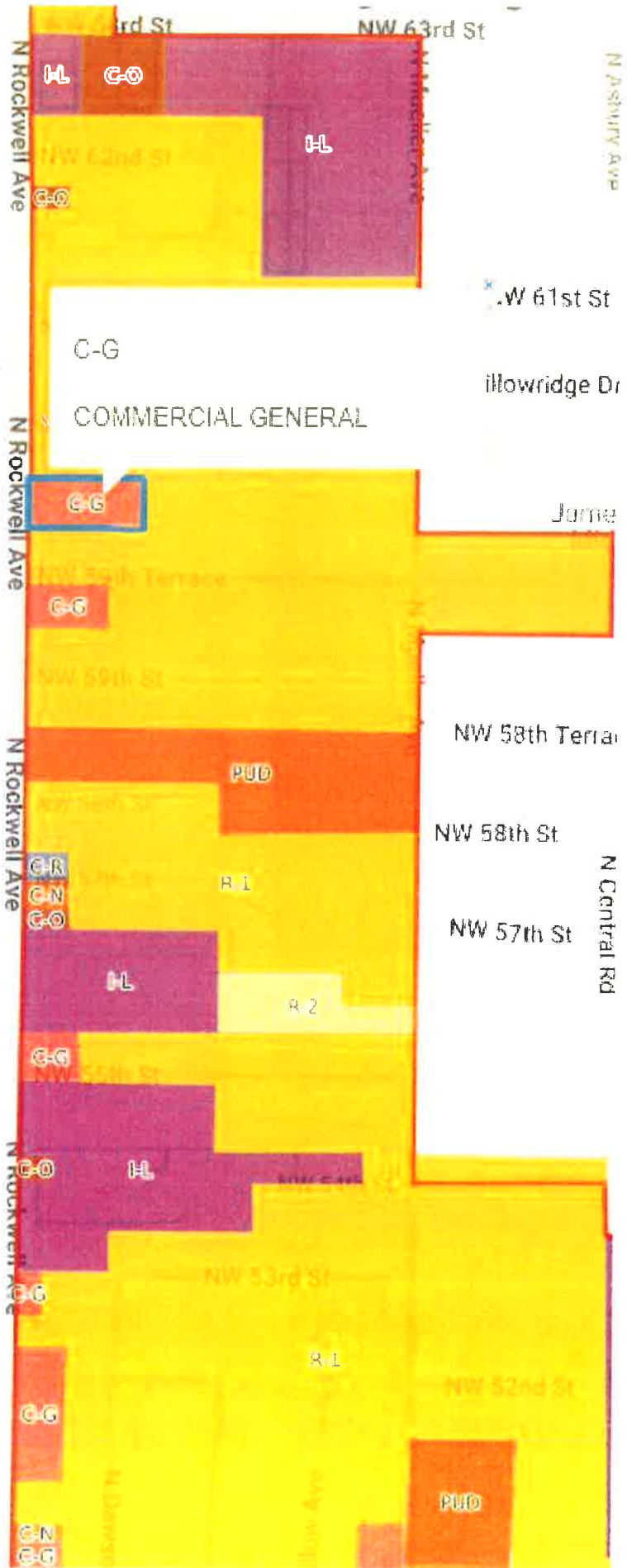
Philip J Rhoads Ave

Philip J Rhoads Ave

Monronev St

Tulakes Ave

Millionaire Dr







# City of Bethany

A great place to live, work, shop, and grow a business!

DEC 02 2025

PACKET A

## REZONING PROCEDURE

1. Check with the Community Development Department to see what your present zoning is and the zone you desire. A list of all current zoning districts and a brief description of each is attached to this packet.
2. Submit a written application to the Bethany Planning and Zoning Commission, setting forth the legal description of the property to be rezoned, the street address or approximate location, the names and addresses of the owners thereof, and the zoning requested. (Application Form attached).
3. The application shall also be accompanied by a list of the names and addresses of all property owners of record within a three hundred (300) foot radius of the exterior boundaries of subject property, current and certified by a bonded abstractor or the County Assessor of Oklahoma County.
4. The Planning Staff will make sure your application is complete, and will calculate your filing fee according to the following schedule. Notice fee for public hearing - **\$150.00**. Agricultural rezoning - **\$438.00**; R-1 rezoning - **\$625.00 + \$13/ac**; R-2 rezoning - **\$813.00 + \$13/ac**; R-M rezoning - **\$1,000.00 + \$13/ac**; C-O and C-R rezoning - **\$625.00 + \$13/ac**; C-G, C-H, E-I and I-L rezoning - **\$875.00 + \$13/ac**; I-H rezoning - **\$1,250.00 + \$13/ac**; PUD rezoning - **\$1,500.00 + \$19/ac**.
5. Return your application, the required accompanying data and the filing fee 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 & Zoning Commission Agenda.
6. 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 three hundred (300) feet of the exterior boundaries of your property is notified by letter of your request.
7. The Planning Staff will research and analyze your request and prepare a staff report with recommendation, which will be mailed to each member of the Planning and Zoning Commission and to each member of the City Council.

PO Box 219 • 6700 NW 36<sup>th</sup> St  
Bethany OK 73008 • (405) 789-6005 • FAX (405) 789-6093  
[www.cityofbethany.org](http://www.cityofbethany.org)

## SUMMARY OF ZONING DISTRICTS

1. A Agricultural. This district is designed to protect specific areas within clear zones of Wiley Post Airport where development should remain non-existent and other peripheral areas in which development should be controlled;
2. R-1 Residential One Family. This is the most restrictive residential district. The primary use of land is for single-family dwellings and related recreational, religious, and educational facilities normally required to provide an orderly and attractive residential area. These residential areas are intended to be defined and protected from the encroachment of uses which are not appropriate to residential environment. Internal stability, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and through consideration of the proper functional relationship of the different uses;
3. R-2 Residential Two Family. This is a residential district to provide for a slightly higher population density but with basic restrictions similar to the R-1 District. The primary use of land is for single-family and two-family dwellings and related recreational, religious and educational facilities normally required to provide a balanced and attractive residential area. Internal stability, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and through the consideration of the proper functional relationship of the different uses;
4. R-M Residential Multiple Family. Multiple family dwellings must be developed, due to their location, with maximum compatibility to the surrounding area in which they are located in regard to quality, architectural design and physical orientation. Extensive screening and usable open space will be incorporated into this multi-family usage to maintain the integrity of adjacent living units instead of distracting or decreasing the important life style of the single-family dwelling;
5. PUD, Planned Unit Development. A special zoning district category that provides an alternative approach to conventional land use controls. The PUD provides for greater flexibility in the design of buildings, yards, courts, circulation, and open space that would not be possible through the strict application of other district regulations. In this way, applicants may be awarded certain premiums in return for assurances of overall planning and design quality, or which will be of exceptional community benefit and which are not now required by other regulations.

PUD may be small or large scale developments, incorporating single type or a variety of residential, commercial, industrial and related uses which are planned and developed as a unit. Such development may consist of individual lots, or it may have common building sites.

The specific purposes of the PUD are to:

1. Encourage comprehensive and innovative land development with appropriate limitations on the character and intensity of use that assures compatibility with surrounding uses and achieves the goals and objectives of the Bethany Comprehensive Land Use Plan.
2. Encourage more efficient use of land capitalizing on optimum arrangements of buildings and uses thereby reducing infrastructural costs without sacrificing quality of service.
3. Permit flexibility within the development maximizing the unique physical characteristics of the site and respecting the natural features of the area.
4. Achieve a continuity of function and design within the development and in relation to surrounding areas.
5. Provide a maximum choice of dwelling units and arrangements responsive to consumer demands.
6. Provide a mechanism for mitigating possible negative impacts of new development in transitional areas where traditional requirements are not adequate.
6. MHP Mobile Home Park. This is a residential district to be occupied by mobile homes;
7. C-0 Commercial Office. The district provides for office buildings, accessory uses and restricted commercial activities. Buildings and premises in this district shall be used only for the purposes hereinafter set forth and no article or material shall be kept, stored or displayed outside the confines of a building;
8. C-R Commercial Restricted. This district is intended for the conduct of retail trade and personal service enterprises to meet certain regular needs of the community. It does not, however, permit outside display of merchandise nor does it allow for certain uses which involve the use of heavy equipment, repair of motor vehicles or equipment, or certain other retail uses which are allowed in the Commercial General District.
9. C-G Commercial General. Intended for the conduct of general trade and personal service enterprises, this district meets certain regular needs and is for the convenience of residents of the community. Persons living in the community require direct and frequent access to this district. Therefore, this district should not be located in areas which will affect the internal stability of residential areas. Traffic generated by uses permitted in this district will primarily be passenger vehicles and only those trucks and commercial vehicles required for stocking and delivery of retail goods;

10. C-II Commercial Highway. This unrestricted commercial district is intended to provide suitable locations for those commercial activities appropriate to location and dependent on N.W. 39th Expressway. These activities typically require direct auto traffic access and visibility from the road, and therefore shall be located only in the vicinity of N.W. 39th Expressway or the service drives thereof; and

11. CBD Central Business. The district is designed to be the central business district or downtown shopping center for the community and surrounding trade area as delineated in the comprehensive plan. The area is further defined as properties in and closely surrounding the original townsite of Bethany. This district is intended to provide space for retailing, professional offices, financial institutions, governmental offices, amusement facilities and transient residential facilities. (Ord. #1421; 4-19-88)

12. I-L Industrial Light. This is intended primarily for manufacturing and assembly plants that are conducted so the noise, odor, dust and glare of each operation is completely confined within an enclosed building. These industries may require direct access to rail, air or street transportation facilities;

13. I-H Industrial Heavy. This district is intended primarily for the conduct of heavier manufacturing, assembly and fabrication, and for wholesale and service uses. These do not depend primarily on frequent personal visits of customers or clients, but may require good accessibility to major rail, air or street transportation uses.

14. E-I Educational and Institutional. This district is established to provide a location for institutions of higher education, and other institutional uses of a public or quasi-public educational, medical, religious or eleemosynary nature, which requires a complex of buildings developed on a campus where maximum flexibility of density and use of buildings and facilities is desirable.

(\* Specific Zoning District Regulations governing permitted uses, area, height and bulk requirements are available upon request.)

8. At the next scheduled Planning and Zoning Commission meeting, your request will be considered at a public hearing. You will be sent notice of this meeting and you or your representative must be present. 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.
9. At the conclusion of this public hearing the Planning Commission, by majority vote, will recommend that the ordinance to accomplish your requested rezoning either be approved or denied. This recommendation will be transmitted to the City Council.
10. When the Planning Commission has acted upon an application for rezoning, an ordinance shall be prepared and introduced before the City Council at a public hearing on the same date as set forth in the notice to property owners provided in the preceding section. The City Council may continue that hearing from time to time, prior to final action thereon.
11. At the public hearing, the City Council will vote either to adopt or reject the proposed rezoning ordinance. You or your representative must be present at this meeting.
12. Both the Planning Commission and the City Council meetings are held in the Council Room (East Wing), Bethany City Hall, 6700 N.W. 36th. The Planning Commission meetings begin at 7:00 P.M. and the City Council meetings begin at 7:30 P.M. The average rezoning case takes about 50 days from the time we receive the application until final approval.

APPLICATION FOR REZONING

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 amend the zoning ordinance of the City of Bethany as hereinafter requested.

(PLEASE PRINT OR TYPE)

1. Applicant: Hickman and Sutton LLC / Alex Hickman <sup>Alex - 405-488-4434</sup> Phone#: Jim - 405-760-1988  
Address: 6006 North Rockway, Bethany, OK 73008

2. Record Property Owner(s): \_\_\_\_\_ Phone#: \_\_\_\_\_  
Address: \_\_\_\_\_

3. Request rezoning from: Commercial general  
To: Industrial light

4. Street address or location: \_\_\_\_\_

5. Legal description (attach if necessary): \_\_\_\_\_

6. Area of property (sq. ft.): 81,864 sqft

7. The application shall be accompanied by the following:
- a. Filing Fee.
  - b. Certified list of names and addresses of all property owners of record within three hundred (300) feet of the exterior boundaries of subject property.
  - c. Application for amendment of Comprehensive Plan (if applicable).

8. In order that your application can be heard at the next Planning Commission meeting, the completed application, accompanying information, and filing fees must be submitted before 12:00 noon the day of the deadline.

9. Signature of Applicant: Alex H.  
Signature of Property Owner: Alex H.

APPLICATION FOR AMENDMENT  
OF THE COMPREHENSIVE PLAN  
FOR THE CITY OF BETHANY

Location and Extent of Requested Amendment (attached map if possible):

6006 N ROCKWELL 1.80 ACRES more or less

Present Designation:

C9

Requested to be changed to:

IL

Justification for Changes (include any change of conditions in the area, proof of the need for the uses allowed under the requested designation, relationships to traffic facilities, and any other evidence which would support the change):

The property is located in an ideal location for small businesses  
To operate we also feel like the construction type will add  
To the visual appeal of the neighborhood/area.

(attach additional sheets, maps, etc., if necessary)

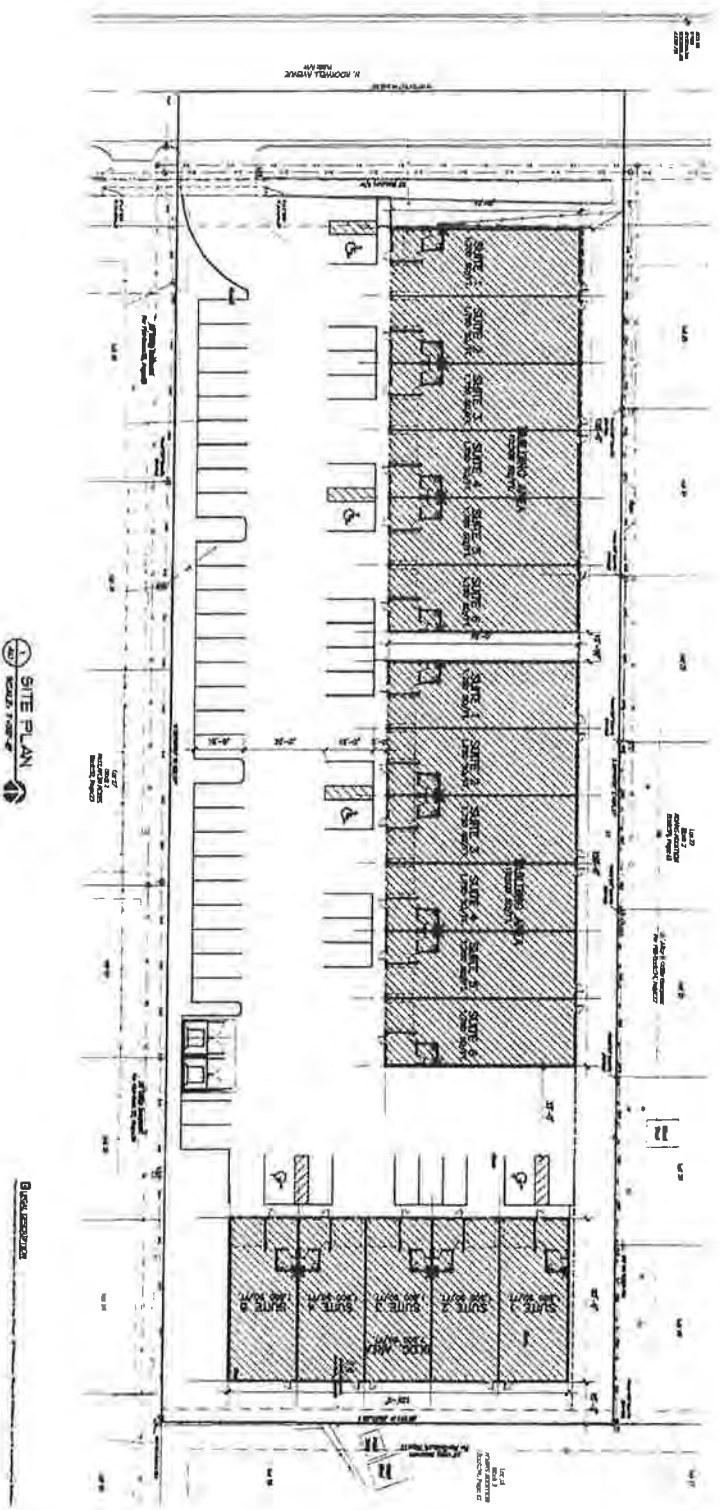
Applicant: Hickman + Sutton LLC / Alex Hickman + Jim Sutton

Address: 1513 NW 158<sup>th</sup> St, Edmond, OK 73013

Phone: 405-488-4434

Signature: 

ALTA/NSPS LAND TITLE SURVEY  
OF  
6006 N. ROCKWELL AVENUE,  
BETHANY, OKLAHOMA 73008

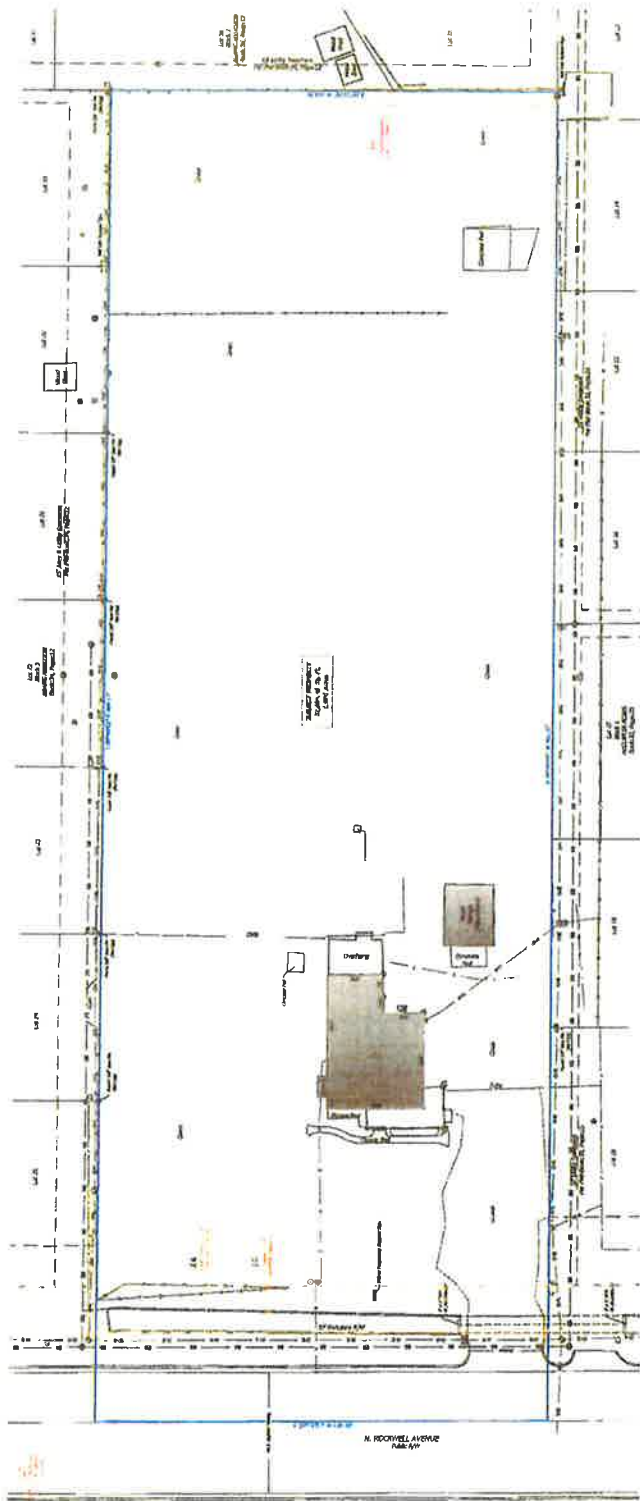


 SITE PLAN

SCALE: 1/4\"/>



ALTA/NSPS LAND TITLE SURVEY  
OF  
6006 N. ROCKWELL AVENUE,  
BETHANY, OKLAHOMA 73008



**LEGEND**

1	Survey Boundary
2	Property Boundary
3	Right-of-Way Boundary
4	Easement Boundary
5	Structure Footprint
6	Structure Foundation
7	Structure Enclosure
8	Structure Roof
9	Structure Foundation
10	Structure Enclosure
11	Structure Roof
12	Structure Foundation
13	Structure Enclosure
14	Structure Roof
15	Structure Foundation
16	Structure Enclosure
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42	Structure Foundation
43	Structure Enclosure
44	Structure Roof
45	Structure Foundation
46	Structure Enclosure
47	Structure Roof
48	Structure Foundation
49	Structure Enclosure
50	Structure Roof

**GENERAL NOTES**

1. This survey was conducted in accordance with the provisions of the Oklahoma Statutes, Title 101, Chapter 1, Sections 1-101 through 1-105, and the rules and regulations of the Oklahoma Board of Land Surveyors.
2. The survey was conducted in accordance with the provisions of the Oklahoma Statutes, Title 101, Chapter 1, Sections 1-101 through 1-105, and the rules and regulations of the Oklahoma Board of Land Surveyors.
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5. The survey was conducted in accordance with the provisions of the Oklahoma Statutes, Title 101, Chapter 1, Sections 1-101 through 1-105, and the rules and regulations of the Oklahoma Board of Land Surveyors.

**ASSURANCE STATEMENTS**

1. I, the undersigned, being a duly licensed and qualified land surveyor, certify that I am a duly qualified and licensed land surveyor in the State of Oklahoma.
2. I am a duly qualified and licensed land surveyor in the State of Oklahoma.
3. I am a duly qualified and licensed land surveyor in the State of Oklahoma.
4. I am a duly qualified and licensed land surveyor in the State of Oklahoma.
5. I am a duly qualified and licensed land surveyor in the State of Oklahoma.

**LOCAL JURISDICTION**

This survey was conducted in accordance with the provisions of the Oklahoma Statutes, Title 101, Chapter 1, Sections 1-101 through 1-105, and the rules and regulations of the Oklahoma Board of Land Surveyors.

**LOCAL JURISDICTION**

This survey was conducted in accordance with the provisions of the Oklahoma Statutes, Title 101, Chapter 1, Sections 1-101 through 1-105, and the rules and regulations of the Oklahoma Board of Land Surveyors.

Prepared By  
**GOLDEN**  
LAND SURVEYING  
4021 N.W. 123rd St., Suite 100, Oklahoma City, Oklahoma 73150  
Phone: (405) 442-1111 Fax: (405) 442-1112  
www.goldensurveying.com

which Buyer finds objectionable. No matter in the Title Commitment shall be construed as a valid objection to title under this Contract unless it is so construed under the Title Examination Standards of the Oklahoma Bar Association, where applicable. In case of valid objections to the title in the Title Commitment, Seller shall have thirty (30) days, or such additional time as may be agreed to, in writing, by Seller and Buyer, to make reasonable efforts to cure or remove such objections. If Buyer, or Buyer's Broker, if applicable, does not deliver to Seller, in care of Seller's Broker, if applicable, a written notice specifying those items to which Buyer objects within ten (10) days after the receipt by Buyer of the information referred to above, then all of the items reflected in the Title Commitment and Survey shall be considered to be acceptable to Buyer. If such valid objections cannot be satisfied within the time stipulated in this Paragraph, the earnest money shall be refunded to the Buyer, Buyer shall return the abstract to Seller, and this Contract shall be of no further force and effect.

5. On the date of closing of this transaction, as provided in the Contract, Seller shall furnish to Buyer a copy of the Title Commitment, fully marked and initialed by the title company issuing the Owner's Title Policy, which marked Title Commitment, shall reflect the exceptions and provisions to be contained in the Owner's Title policy upon issuance thereof. The Title Commitment shall commit to issue to Buyer an owner's policy of title insurance, covering all of the Property, in the sum of the purchase price, and written on an American Land Title Association (ALTA) Owner's Policy form or its equivalent, and, except for the objections Buyer has agreed to waive showing only the standard printed exceptions and exclusions contained in the said ALTA form of Owner's Title Policy. The premium charged by the Title Company and post closing abstracting expense of providing such Title Policy shall be borne by: **(check one)**  Buyer  Seller
6. The Title Commitment shall permit deletion of the Survey exceptions, at Buyer's sole cost and expense. Additional extended coverage, including waiver of the standard exceptions and an ALTA standard zoning endorsement, which reflects the zoning classification of the Property, shall also be provided by Seller, at Buyer's request, and costs for such extended coverage in excess of the base policy premium shall be reimbursed to Seller by Buyer at closing.
7. Seller shall make reasonable efforts, at Seller's sole cost and expense, to cure or remove objections identified in the Survey. If Seller fails to cause all of the objections to be removed or cured prior to the closing date, or if Seller, or Seller's Broker, if applicable, notifies Buyer, in care of Buyer's Broker, if applicable, of Seller's decision not to cure or remove some, or all, of the objections, Buyer's sole remedy shall be to:
- a. Terminate this Contract by giving Seller, in care of Seller's Broker, if applicable, written notice thereof, which notice must be given within five (5) days after Seller, or Seller's Broker, if applicable, notifies Buyer, in care of Buyer's Broker, if applicable, of Seller's decision not to cure or remove the objections; in which event, the earnest money, together with all interest earned thereon, shall be returned to the Buyer, and neither Party shall have any further rights, duties, or obligations hereunder; or
  - b. Elect to purchase the Property subject to the Buyer's objections not so removed or cured; in which event, the objections not removed or cured shall be deemed acceptable to Buyer.
8. Notwithstanding anything to the contrary contained in this Contract, in the event the transaction contemplated by this Contract does not close for any reason except Seller's failure to cure or remove a title objection described in the Survey or wrongful refusal to close, **Buyer shall be responsible for the payment of the cost of the Survey.** Upon closing, any existing Abstract(s) of Title, owned by Seller, shall become the property of Buyer.

**10. TAXES, ASSESSMENTS AND PRORATIONS.**

- A. General ad valorem taxes for the current calendar year shall be prorated through the date of closing, if certified. However, if the amount of such taxes has not been fixed, the proration shall be based upon the rate of levy for the previous calendar year and the most current assessed value available at the time of Closing.
- B. The following items shall be paid by Seller at Closing: (i) Documentary Stamps; (ii) all utility bills, actual or estimated; (iii) all taxes other than general ad valorem taxes which are or may become a lien against the Property; and (iv) any labor, materials, or other expenses related to the Property, incurred prior to Closing which is or may become a lien against the Property.
- C. At Closing all leases, if any, shall be assigned to Buyer and security deposits, if any, shall be transferred to Buyer. Prepaid rent and lease payments shall be prorated through the date of Closing.
- D. If applicable, membership and meters in utility districts to include, but not limited to, water, sewer, ambulance, fire, garbage, shall be transferred at no cost to Buyer at Closing.
- E. If the property is subject to a mandatory Homeowner's Association, dues and assessments, if any, based on most recent assessment, shall be prorated through the date of Closing.
- F. All governmental and municipal special assessments against the property (matured or not matured), not to include Homeowner's Association special assessments, whether or not payable in installments, shall be paid in full by Seller at Closing.

Buyer's Initials

<i>ES</i>	<i>CH</i>
-----------	-----------

Seller's Initials

<i>CH</i>	
-----------	--

Initials are for acknowledgment purposes only

**OKLAHOMA REAL ESTATE COMMISSION**  
*This is a legally binding Contract; if not understood, seek advice from an attorney.*  
**OKLAHOMA UNIFORM CONTRACT OF SALE OF REAL ESTATE**  
**COMMERCIAL LAND**

**CONTRACT DOCUMENTS.** The Contract is defined as this document with the following attachment(s):

(check as applicable)

Financing Supplement  
 Exhibit

Supplement

**Parties.** THE CONTRACT is entered into between:

Penguin Investments, LLC \_\_\_\_\_ "Seller"; and  
Hickman and Sutton, LLC \_\_\_\_\_ "Buyer";

The Parties' signatures at the end of the Contract, which includes any attachments or documents incorporated by reference, with delivery to their respective Brokers, if applicable, will create a valid and binding Contract, which sets forth their complete understanding of the terms of the Contract. This agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and permitted assigns. The Contract shall be executed by original signatures of the Parties or by signatures as reflected on separate identical Contract counterparts (carbon, photo, fax or other electronic copy). The Parties agree that as to all aspects of this transaction involving documents an electronic signature shall have the same force and effect as an original signature pursuant to the provisions of the Uniform Electronic Transactions Act, 12A, Oklahoma Statutes, Section 15-101 et seq. **All prior verbal or written negotiations, representations and agreements are superseded by the Contract and may only be modified or assigned by a further written agreement of Buyer and Seller.**

The Parties agree that all notices and documents provided for in this contract shall be delivered to the Parties or their respective brokers, if applicable. Seller agrees to sell and convey by General Warranty Deed, and Buyer agrees to accept such deed and buy the Property described herein, on the following terms and conditions:

The Property shall consist of the following described real estate located in Oklahoma County \_\_\_\_\_ County, Oklahoma.

**1. LEGAL DESCRIPTION.**

HICKEY ACRES ADD 003 000 W410FT / HICKEY ACRES ADD 003 000 E84.17FT OF W494.17FT

6006 North Rockwell Avenue, Bethany, OK 73008

**Property Address** \_\_\_\_\_ **City** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Together with** all fixtures and improvements, and all appurtenances, subject to existing zoning ordinances, plat or deed restrictions, utility easements serving the Property, **including** all mineral rights owned by Seller, which may be subject to lease, unless expressly reserved by Seller in the Contract and **excluding** mineral rights previously reserved or conveyed of record (collectively referred to as "the Property")

**2. PURCHASE PRICE, EARNEST MONEY AND SOURCE OF FUNDS.** This is a CASH TRANSACTION unless a Financing Supplement is attached. The Purchase Price is \$450,000.00 payable by Buyer as follows: Buyer has paid \$2,500.00 as earnest money on execution of the Contract, and Buyer shall pay the balance of the purchase price and Buyer's Closing costs at Closing. Upon execution of the Contract, the earnest money shall be deposited in the trust account of First American Title Edmond or if left blank, the Seller's Broker's trust account, as part payment of the purchase price and/or closing costs.

**3. CLOSING, FUNDING AND POSSESSION.** The Closing process includes execution of documents, delivery of deed and receipt of funds by Seller and shall be completed on or before 01/05/2026 ("Closing Date") or such later date as may be necessary in the Title Evidence Paragraph of the Contract. Possession shall be transferred upon conclusion of Closing process unless otherwise provided below:

\_\_\_\_\_

In addition to costs and expenses otherwise required to be paid in accordance with terms of the Contract, Buyer shall pay Buyer's Closing fee, Buyer's recording fees, and all other expenses required from Buyer. Seller shall pay documentary stamps required, Seller's Closing fee, Seller's recording fees, if any, and all other expenses required from Seller. Funds required from Buyer and Seller at Closing shall be either cash, cashier's check or wire transfer.

Buyer's Initials   Seller's Initials   Initials are for acknowledgment purposes only

**4. TIME PERIODS SPECIFIED IN CONTRACT.** Time periods for Investigations, Inspections and Reviews and Financing Supplement Agreement shall commence on 10/06/2025 (Time Reference Date), regardless of the date the Contract is signed by Buyer and Seller. The day after the Time Reference Date shall be counted as day one (1). If left blank, the Time Reference Date shall be the third day after the last date of signatures of the Parties.

**5. INVESTIGATIONS, INSPECTIONS AND REVIEWS.**

A. The Buyer agrees and acknowledges that Seller, Seller's Broker(s) and their associated licensees, are not experts regarding the condition of the Property. No representations, warranties, or guarantees regarding the condition of the Property, or environmental hazards, are expressed or implied except as may be specified by Seller in the additional provisions under Paragraph 11.

B. Buyer shall have 60 days (ten [10] days if left blank) after the Time Reference Date to complete any investigations, inspections, and reviews. If required by ordinance, Seller shall deliver to Buyer, in care of Buyer's Broker, if applicable, within five (5) days after the Time Reference Date any written notices affecting the Property.

C. Buyer, at Buyer's expense, shall have the right to enter upon the Property, together with Buyer's representative, independent contractors and/or any other person Buyer deems qualified, to conduct any and all investigations, inspections, tests, studies and reviews. Excepting only the negligence of Seller or a condition caused or permitted by Seller, Buyer shall indemnify, protect, defend and hold Seller harmless from and against any and all claims, demands, losses, liabilities, costs, fees and expenses (including attorney's and consultant's fees) arising out of or related to Buyer's entry onto the Property in connection with any testing or investigation performed pursuant to this Contract. Buyer's investigations, inspections and reviews may include, but may not be limited to, the following:

1. **Flood, Storm Water Run-off, Storm Sewer Back-up or Water History**
2. **Environmental Risks.** Including, but not limited to soil, air, water, hydrocarbon, chemical, carbon, asbestos, mold, radon gas and lead-based paint
3. **Use of Property.** Property use restrictions, building restrictions, easements, restrictive covenants, zoning ordinances and regulations
4. **Square Footage/Acreage.** Buyer shall not rely on any quoted square footage and/or acreage and shall have the right to measure the Property.

D. **BUYER'S RIGHT TO CANCEL.** If, upon Buyer's investigation, inspections and reviews, the Buyer determines that the Property is not suitable for Buyer's intended use, the Buyer may cancel and terminate this Contract and receive a refund of the earnest money by delivering written notice to the Seller, in care of Seller's Broker, if applicable, as provided in Paragraph 15 within twenty-four (24) hours of the expiration of the time period specified in this provision.

**6. RISK OF LOSS.** Until transfer of Title or transfer of possession, risk of loss to the Property, ordinary wear and tear excepted, shall be upon Seller; after transfer of Title or transfer of possession, risk of loss shall be upon Buyer. (Parties are advised to address insurance coverage regarding transfer of possession prior to Closing.)

**7. NON-FOREIGN SELLER.** Seller represents that at the time of acceptance of this contract and at the time of Closing, Seller is not a "foreign person" as such term is defined in the Foreign Investments in Real Property Tax Act of 1980 (26 USC Section 1445(f) et. Sec) ("FIRPTA"). If either the sales price of the property exceeds \$300,000.00 or the buyer does not intend to use the property as a primary residence then, at the Closing, and as a condition thereto, Seller shall furnish to Buyer an affidavit, in a form and substance acceptable to Buyer, signed under penalty of perjury containing Seller's United States Social Security and/or taxpayer identification numbers and a declaration to the effect that Seller is not a foreign person within the meaning of Section "FIRPTA."

**8. ACCEPTANCE OF PROPERTY.** Buyer, upon accepting Title or transfer of possession of the Property, shall be deemed to have accepted the Property in its then condition. No warranties, expressed or implied, by Sellers, or Seller's Broker and/or their associated licensees, with reference to the condition of the Property, shall be deemed to survive the Closing.

**9. TITLE EVIDENCE.** Seller shall furnish Buyer title evidence covering the Property. Such title evidence shall be in the form of: (check one or both)

- SURFACE RIGHTS ABSTRACT (A below)
- TITLE INSURANCE COMMITMENT AND SURVEY (B below)

**A. SURFACE RIGHTS ABSTRACT**

1. Seller, at Seller's expense, within thirty (30) days prior to Closing Date, agrees to make available to Buyer the following (collectively referred to as "the Title Evidence"):
  - a. A complete and current surface-rights-only Abstract of Title, certified to by an Oklahoma-licensed and bonded abstract company; and
  - b. A current Uniform Commercial Code Search Certificate.

Buyer's Initials   Seller's Initials   Initials are for acknowledgment purposes only

- 2. LAND OR BOUNDARY SURVEY. Seller agrees that Buyer, at  Buyer's  Seller's expense, may have a licensed surveyor enter upon the Property to perform a Land or Boundary (Pin Stake) Survey that shall then be considered as part of the Title Evidence.
- 3. BUYER TO EXAMINE TITLE EVIDENCE.
  - a. Buyer shall have ten (10) days after receipt to examine the Title Evidence and to deliver Buyer's objections to Title to Seller or Seller's Broker, if applicable. In the event the Title Evidence is not made available to Buyer within ten (10) days prior to Closing Date, said Closing Date shall be extended to allow Buyer the ten (10) days from receipt to examine the Title Evidence.
  - b. Buyer agrees to accept Title subject to: (i) utility easements serving the Property, (ii) building and use restrictions of record, (iii) set back and building lines, (iv) zoning regulations, and (v) reserved and severed mineral rights, which shall not be considered objections for requirements of Title.
- 4. SELLER TO CORRECT ISSUES WITH TITLE (IF APPLICABLE); POSSIBLE CLOSING DELAY. Upon receipt by Seller, or in care of Seller's Broker, if applicable, of any Title requirements reflected in an Attorney's Title Opinion or Title Insurance Commitment, based upon the standard of marketable title set out in the Title Examination Standards of the Oklahoma Bar Association, the Parties agree to the following:
  - a. At Seller's option and expense, cure Title requirements identified by Buyer; and
  - b. Delay Closing Date for \_\_\_\_\_ days [thirty (30) days if left blank], or a longer period as may be agreed upon in writing, to allow Seller to cure Buyer's Title requirements. In the event Seller cures Buyer's objection prior to the delayed Closing Date, Buyer and Seller agree to close within five (5) days of notice of such cure. In the event that Title requirements are not cured within the time specified in this Paragraph, the Buyer may cancel the Contract and receive a refund of the earnest money.

**B. TITLE INSURANCE COMMITMENT AND SURVEY**

- 1. Seller, at  Buyer's  Seller's expense (check one), (including the cost of pre-closing abstracting and Title examiner's report) within 60 \_\_\_\_\_ days after 10/5/2025 shall furnish Buyer a Commitment for title insurance from a title insurance company acceptable to Buyer (the "Title Commitment"). The Title Commitment covering the Property shall be addressed to the Buyer and bind the title company to issue to Buyer, at closing, an American Land Title Association (ALTA) standard form Owner's Policy of Title Insurance (the "Title Policy"), in the amount of the purchase price. The Title Commitment shall set forth the status of the Title to the Property, showing and having attached copies of all liens, claims, encumbrances, easements, rights-of-way, encroachments, reservations, restrictions and any other matters affecting the Property.
- 2. Seller, at  Buyer's  Seller's expense (check one), within 60 \_\_\_\_\_ days after 10/5/2025 shall furnish Buyer five (5) copies of a survey of the Property, prepared by a licensed surveyor, dated or updated no more than six (6) months prior to the Time Reference Date (the "Survey"). The Survey shall show:
  - a. The boundary lines, dimensions and area of the land indicated thereon,
  - b. The location of all fences, buildings, driveways, monuments, and other improvements located within the boundary lines,
  - c. The location of all setback lines,
  - d. The location of all easements, alleys, streets, roads, rights-of-way, and other matters of record affecting such land, together with the instrument, book and page number indicated,
  - e. If the Property is un-platted, a metes and bounds description of the Property,
  - f. The scale, the North direction, the beginning point, distance to the nearest intersecting street, and point of reference from which the Property is measured, and
  - g. If the Property is located in (i) a floodway, (ii) a 100-year flood plain, (iii) a "flood prone area," as defined by the United States Department of Housing and Urban Development (HUD), pursuant to the U.S. Flood Disaster Protection Act of 1973, as amended, or (iv) an area classified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, reflected by Flood Insurance Rate Map covering the area in which the Property is situated; and shall identify the portion of the Property located in such floodway, 100-year flood plain, flood prone area, or flood hazard area. Such Survey shall be in a form sufficient to permit the Title Company issuing the Title Policy to remove printed survey exception from the policy.
- 3. The legal description of the Property contained in the Survey, if different from the description contained in this Contract, once approved by Buyer and Seller, shall be substituted for the description of the Property and the Contract shall be deemed amended by the substitution of the legal description of the Property contained in the Survey without the necessity of the Parties executing any further amendment to the Contract.
- 4. Buyer shall have ten (10) days from the receipt of both the Commitment for Title Insurance and the Survey referred to above to examine the same and specify to Seller, in care of Seller's Broker, if applicable, in writing, those matters

Buyer's Initials   Seller's Initials   Initials are for acknowledgment purposes only

**19. NOTICE.** Any notice provided for herein shall be given in writing, sent by (a) personal delivery, (b) United States mail, postage prepaid, or (c) by facsimile, to the Escrow Agent, with copies to the other Parties, addressed as follows:

**To Escrow/Closing Agent:**

First American Title // Mary Moore

c/o \_\_\_\_\_

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

FAX: \_\_\_\_\_

Buyers: \_\_\_\_\_

Sellers: \_\_\_\_\_

c/o \_\_\_\_\_

c/o \_\_\_\_\_

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

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

FAX: \_\_\_\_\_

FAX: \_\_\_\_\_

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

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

or such other address as shall hereafter be designated in writing.

**20. BROKER RELATIONSHIP DISCLOSURE/COMMISSION.** Parties acknowledge and confirm that Broker(s) providing brokerage services to the Parties have described and disclosed their duties and responsibilities to the Parties prior to the Parties signing this Contract.

(Applicable for in-house transactions only) Parties acknowledge and confirm that the broker is providing brokerage services to both Parties to the transaction prior to the Parties signing this Contract. Parties further acknowledge receipt of Estimate of Costs associated with this transaction and that a Contract Guide has been made available to the Parties in print, or at [www.orec.ok.gov](http://www.orec.ok.gov).

Seller acknowledges and confirms that the Broker providing brokerage services to the seller has described and disclosed their duties and responsibilities to the seller prior to the seller signing this Contract.

It is further acknowledged and agreed by the Parties that the  Buyer  Seller (check one) will pay the Seller's Broker a commission equal to 2.5% of the purchase price at Closing for services rendered in this real estate transaction.

**21. TERMINATION OF OFFER.** The above Offer shall automatically terminate on 10/05/2025

5:00  am. /  p.m (check one) unless withdrawn prior to acceptance or termination.

**22. EXECUTION BY PARTIES.**

**AGREED TO BY BUYER:**

**AGREED TO BY SELLER:**

On this Date: 10/04/2025

On this Date: 10/5/2025

Hickman and Sutton LLC

Buyer's Printed Name

Penguin Investments, LLC

Seller's Printed Name

*Jane Sutton*

dotloop verified  
10/05/25 7:41 AM CDT  
AJBR-TOLW-YNXO-01ER

Buyer's Signature

DocuSigned by:

*Christopher Hoke*

Seller's Signature

Hickman and Sutton LLC

Buyer's Printed Name

Seller's Printed Name

*Alex Hickman*

dotloop verified  
10/04/25 8:26 PM CDT  
TZ4D-N5FM-F9PD-MSYD

Buyer's Signature

Seller's Signature

**OFFER REJECTED AND SELLER IS NOT MAKING A COUNTEROFFER**

\_\_\_\_\_  
Seller's Signature

\_\_\_\_\_  
Seller's Signature

Buyer's Initials

*JS*

*AS*

Seller's Initials

*CH*

\_\_\_\_\_  
Initials are for acknowledgment purposes only



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

Real Property Display - Screen Produced 12/1/2025 10:30:57 AM  
 Try our new Mapping Site - The current version will retire December 31st, 2025

Account: R175571175 Type: Residential Location: 7011 NW 59TH TER  
 Building Name/Occupant:   BETHANY  
 Owner Name 1: CAROLAN CASEY L Parcel PIN#: 2836-17-557-1175  
 Owner Name 2: 1/4 section #: 2836  
 Owner Name 3: Parent Acct:  
 Billing Address: 7011 NW 59TH TER Tax District:   
 City, State, Zip: BETHANY, OK 73008 School System: Putnam City #1  
 Country: (If noted) Land Size: 0.2218 Acres  
 Land Value: 26,565   
 Sect 9-T12N-R4W Qtr NW

**Full Legal Description:** MCCLAFLIN ACRES ADD BLK 4 001 018

Photo & Sketch (if available)	Comp Sales (ordered by relevancy)	Comp Report
	5201 N MUELLER AVE BETHANY, OK	09/06/2024 \$175,000
	5111 N BEAVER AVE BETHANY, OK	10/25/2024 \$150,000
	6709 NW 59TH TER BETHANY, OK	08/29/2024 \$180,000
	5612 N DONALD WARR ACRES, OK	06/18/2024 \$134,000
	5203 N MUELLER AVE BETHANY, OK	04/24/2024 \$115,000
	6132 NW 54TH ST WARR ACRES, OK	11/14/2024 \$115,000

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

Year	Market Value	Taxable Mkt Value	Gross Assessed	Exemption	Net Assessed	Millage	Est. Tax	Tax Savings
2025	165,000	137,958	15,174	0	15,174	122.14	\$1,854	\$363
2024	162,000	131,389	14,452	0	14,452	120.52	\$1,742	\$406
2023	153,000	125,133	13,764	0	13,764	123.06	\$1,694	\$377
2022	134,000	119,175	13,109	0	13,109	112.54	\$1,475	\$184
2021	113,500	113,500	12,485	0	12,485	112.07	\$1,399	\$0

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**Property Account Status/Adjustments/Exemptions**

Account #	Grant Year	Exemption Description	Amount
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No adjustment/exemption records returned.

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

Date	Type	Book	Page	Price	Grantor	Grantee
7/10/2020	Deeds	14431	1531	114,000	PHELPS JAMES & CASSIE	CAROLAN CASEY L
7/1/2019	Sheriff's/Ma	14068	1729	65,000	ELMORE LARRY	PHELPS JAMES & CASSIE
10/31/1997	Historical	7181	1037	43,000	SCHWEITZER DONNA S	ELMORE LARRY
10/1/1991	Historical	6214	192	32,500	WIEGMAN CHALMER	SCHWEITZER DONNA S
5/13/1991	Historical	6167	2254	0	WIEGMAN CHALMER & ROSETTA	WIEGMAN CHALMER

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

Year	Date	Market Value	Taxable Market Value	Gross Assessed	Exemption	Net Assessed
2025	02/14/2025	165,000	137,958	15,174	0	15,174
2024	02/13/2024	162,000	131,389	14,452	0	14,452
2023	02/14/2023	153,000	125,133	13,764	0	13,764



**DID YOU KNOW?**  
 Homestead, Additional Homestead, Senior Freeze, 100% DAV  
**See if you qualify**

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

Real Property Display - Screen Produced 12/1/2025 10:30:08 AM

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Account: R175951385 Type: Residential Location: 6918 NW 60TH DR  
 Building Name/Occupant:   BETHANY  
 Owner Name 1: RENTERIA ALFREDO & ALMA CECILIA Parcel PIN#: 2836-17-595-1385  
 Owner Name 2: 1/4 section #: 2836  
 Owner Name 3: Parent Acct:  
 Billing Address: 6918 NW 60TH DR Tax District: **TXD 581**  
 City, State, Zip: BETHANY, OK 73008-1922 School System: Putnam City #1  
 Country: (If noted) Land Size: 0.3316 Acres  
 Land Value: 39,721 **Treasurer:**

Sect 9-T12N-R4W Qtr NW **ADAMS SUB HICKEY ACRES Block 003 Lot 015**

**Full Legal Description: ADAMS SUB HICKEY ACRES 003 015**

Photo & Sketch (if available)	Comp Sales (ordered by relevancy)	Comp Report
	6908 NW 60TH DR BETHANY, OK	10/07/2021 \$159,000
	5805 N MUELLER AVE BETHANY, OK	06/28/2023 \$190,000
	6009 NW 55TH ST WARR ACRES, OK	08/21/2024 \$200,000
	6025 NW 55TH ST WARR ACRES, OK	11/23/2022 \$170,000
	6900 NW 60TH ST BETHANY, OK	01/14/2022 \$135,000
	6608 NW 57TH ST WARR ACRES, OK	09/23/2022 \$156,000

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

Year	Market Value	Taxable Mkt Value	Gross Assessed	Exemption	Net Assessed	Millage	Est. Tax	Tax Savings
2025	319,500	305,487	33,602	1,000	32,602	122.14	\$3,982	\$310
2024	316,500	296,590	32,624	1,000	31,624	120.52	\$3,811	\$384
2023	290,500	201,059	22,116	1,000	21,116	123.06	\$2,599	\$1,334
2022	254,500	195,203	21,471	1,000	20,471	112.54	\$2,304	\$847
2021	220,500	189,518	20,846	1,000	19,846	112.07	\$2,224	\$494

**Property Account Status/Adjustments/Exemptions**

Account #	Grant Year	Exemption Description	Amount
No adjustment/exemption records returned.			

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

Date	Type	Book	Page	Price	Grantor	Grantee
10/5/2012	Deeds	12052	1293	86,000	HOUSE 2 HOME 06 LLC	RENERIA ALFREDO & ALMA CECILIA
4/14/2008	Hmstd Off &	10779	1969	0	HARPER LARRY	HOUSE 2 HOME 06 LLC
7/27/2007	Hmstd Off &	10558	1383	0	HOUSE 2 HOME 06 LLC	HARPER LARRY
7/12/2007	Hmstd Off &	10543	1647	0	HARPER LARRY	HOUSE 2 HOME 06 LLC
7/9/2007	Deeds	10542	1805	67,500	GENO BERNIE & PATRICIA	HARPER LARRY

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

Year	Date	Market Value	Taxable Market Value	Gross Assessed	Exemption	Net Assessed
2025	02/14/2025	319,500	305,487	33,602	1,000	32,602
2024	02/13/2024	316,500	207,090	22,779	1,000	21,779
2024	03/01/2024	316,500	296,590	32,624	1,000	31,624





**DID YOU KNOW?**  
**As a property owner, you have**  
**regarding your assessment.**

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

Home  
 Real Property Display - Screen Produced 12/1/2025 10:30:27 AM  
 Try our new Mapping Site - The current version will retire December 31st, 2025

Account: R175571135 | Type: Residential | Location: 7003 NW 59TH TER  
 Building Name/Occupant: | Map | New Map | BETHANY  
 Owner Name 1: BROWNE FAMILY IRREV TRUST | Parcel PIN#: 2836-17-557-1135  
 Owner Name 2: BROWNE MICHAEL D TRS | 1/4 section #: 2836  
 Owner Name 3: | Parent Acct: |  
 Billing Address: 11600 KINGS CIR | Tax District: TXD 581  
 City, State, Zip: OKLAHOMA CITY, OK 73162-2047 | School System: Putnam City #1  
 Country: (If noted) | Land Size: 0.1996 Acres  
 Land Value: 23,909 | Treasurer: | Click to View Taxes  
 Sect 9-T12N-R4W Qtr NW MCCLAFLIN ACRES ADD BLK 4 Block 001 Lot 014 Subdivision Sales

Full Legal Description: MCCLAFLIN ACRES ADD BLK 4 001 014

Photo & Sketch (if available)	Comp Sales (ordered by relevancy)		
	5612 N DONALD WARR ACRES, OK	06/18/2024	\$134,000
	6813 NW 52ND ST BETHANY, OK	08/12/2024	\$157,000
	5111 N BEAVER AVE BETHANY, OK	10/25/2024	\$150,000
	6807 NW 59TH ST BETHANY, OK	05/22/2024	\$180,000
	5709 N DONALD AVE WARR ACRES, OK	07/22/2024	\$151,000
	6709 NW 59TH TER BETHANY, OK	08/29/2024	\$180,000

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

Year	Market Value	Taxable Mkt Value	Gross Assessed	Exemption	Net Assessed	Millage	Est. Tax	Tax Savings
2025	173,000	122,522	13,476	0	13,476	122.14	\$1,646	\$678
2024	170,000	116,688	12,835	0	12,835	120.52	\$1,547	\$707
2023	157,000	111,132	12,224	0	12,224	123.06	\$1,504	\$621
2022	123,500	105,840	11,642	0	11,642	112.54	\$1,310	\$219
2021	104,000	100,800	11,088	0	11,088	112.07	\$1,243	\$39

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Property Account Status/Adjustments/Exemptions

Account #	Grant Year	Exemption Description	Amount
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No adjustment/exemption records returned.

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

Date	Type	Book	Page	Price	Grantor	Grantee
5/3/2017	> Other	13452	1070	0	BROWNE CLIFFORD B & JANICE V	BROWNE FAMILY IRREV TRUST
7/3/2012	> Deeds	11971	665	79,000	WASSON REBEKAH R	BROWNE CLIFFORD B & JANICE V
9/18/2002	> Deeds	8571	630	62,000	BARLETT JOHNSON INVESTMENTS LLC	WASSON REBEKAH R
8/2/2001	> Deeds	8169	860	16,000	HARDY ELLEN S	BARLETT JOHNSON INVESTMENTS LLC
10/1/1978	> Historical	4509	1899	0		HARDY ELLEN S

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

Year	Date	Market Value	Taxable Market Value	Gross Assessed	Exemption	Net Assessed
2025	02/14/2025	173,000	122,522	13,476	0	13,476
2024	02/13/2024	170,000	116,688	12,835	0	12,835
2023	02/14/2023	157,000	111,132	12,224	0	12,224
2022	03/15/2022	123,500	105,840	11,642	0	11,642
2021	03/19/2021	104,000	100,800	11,088	0	11,088



**DID YOU KNOW?**  
 Homestead, Additional Homestead, Senior Freeze, 100%...  
**See if you qualify**

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

Home  
 Real Property Display - Screen Produced 12/1/2025 10:30:52 AM  
 Try our new Mapping Site - The current version will retire December 31st, 2025

Account: R175571165    Type: Residential    Location: 7009 NW 59TH TER  
 Building Name/Occupant:    Map    New Map    BETHANY  
 Owner Name 1: RAMSEY DAVID M    Parcel PIN#: 2836-17-557-1165  
 Owner Name 2:    1/4 section #: 2836  
 Owner Name 3:    Parent Acct:  
 Billing Address: 7009 NW 59TH TER    Tax District: TXD 581  
 City, State, Zip: BETHANY, OK 73008    School System: Putnam City #1  
 Country: (If noted)    Land Size: 0.2534 Acres  
 Personal Property    Land Value: 30,360    Treasurer:    Click to View Taxes  
 Sect 9-T12N-R4W Qtr NW    MCCLAFLIN ACRES ADD BLK 4 Block 001 Lot 017    Subdivision Sales

Full Legal Description: MCCLAFLIN ACRES ADD BLK 4 001 017

Photo & Sketch (if available)	Comp Sales (ordered by relevancy)	Close Date	Close Price
	6803 NW 60TH ST BETHANY, OK	10/06/2023	\$180,000
	6013 NW 55TH ST WARR ACRES, OK	06/09/2023	\$167,000
	6009 NW 55TH ST WARR ACRES, OK	08/21/2024	\$200,000
	6701 NW 57TH ST WARR ACRES, OK	11/22/2022	\$166,000
	6601 NW 57TH ST WARR ACRES, OK	03/26/2024	\$117,500
	6807 NW 59TH ST BETHANY, OK	05/22/2024	\$180,000

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

Year	Market Value	Taxable Mkt Value	Gross Assessed	Exemption	Net Assessed	Millage	Est. Tax	Tax Savings
2025	199,500	168,850	18,573	0	18,573	122.14	\$2,269	\$412
2024	196,000	160,810	17,688	0	17,688	120.52	\$2,132	\$467
2023	186,500	153,153	16,846	0	16,846	123.06	\$2,073	\$451
2022	163,500	145,860	16,044	0	16,044	112.54	\$1,806	\$218
2021	140,500	138,915	15,280	0	15,280	112.07	\$1,713	\$20

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Property Account Status/Adjustments/Exemptions

Account #	Grant Year	Exemption Description	Amount
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No adjustment/exemption records returned.

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

Date	Type	Book	Page	Price	Grantor	Grantee
2/7/2022	Hmstd Off &	15054	1577	0	RAMSEY FLETCHER D & MARIE A	RAMSEY DAVID M
11/11/1911	Historical	0005	0000	0		RAMSEY FLETCHER D & MARIE A

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

Year	Date	Market Value	Taxable Market Value	Gross Assessed	Exemption	Net Assessed
2025	02/14/2025	199,500	168,850	18,573	0	18,573
2024	02/13/2024	196,000	160,810	17,688	0	17,688
2023	02/14/2023	186,500	153,153	16,846	0	16,846
2022	03/15/2022	163,500	145,860	16,044	0	16,044
2021	03/19/2021	140,500	138,915	15,280	0	15,280

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



**DID YOU KNOW?**

# Public schools receive more than of your property tax dollar?

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

Home

Real Property Display - Screen Produced 12/1/2025 10:30:32 AM

Try our new Mapping Site - The current version will retire December 31st, 2025

Account: R175571145	Type: Residential		Location: 7005 NW 59TH TER
Building Name/Occupant:		<input type="button" value="Map"/> <input type="button" value="New Map"/>	BETHANY
Owner Name 1: JOINER TERRY L		Parcel PIN#: 2836-17-557-1145	
Owner Name 2:		1/4 section #: 2836	
Owner Name 3:		Parent Acct:	
Billing Address: 7005 NW 59TH TER		Tax District: <input type="button" value="TXD 581"/>	
City, State, Zip: BETHANY, OK 73008-1963		School System: Putnam City #1	
Country: (If noted)		Land Size: 0.1901 Acres	

**Personal Property**

Land Value: 22,770

**Treasurer:**

Sect 9-T12N-R4W Qtr NW

MCCLAFLIN ACRES ADD BLK 4 Block 001 Lot 015

**Subdivision Sales**

**Full Legal Description:** MCCLAFLIN ACRES ADD BLK 4 001 015

Photo & Sketch (if available)	Comp Sales (ordered by relevancy)	<b>Comp Report</b>	
	6116 NW 56TH ST WARR ACRES, OK	06/26/2024	\$87,000
	6806 NW 53RD ST BETHANY, OK	11/21/2024	\$135,000
	6810 NW 53RD ST BETHANY, OK	10/31/2023	\$119,000
	6811 NW 52ND ST BETHANY, OK	04/15/2024	\$104,000
	6807 NW 55TH ST BETHANY, OK	11/01/2024	\$109,000
	5203 N BEAVER AVE BETHANY, OK	06/12/2024	\$129,000

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

Year	Market Value	Taxable Mkt Value	Gross Assessed	Exemption	Net Assessed	Millage	Est. Tax	Tax Savings
2025	110,000	88,699	9,756	0	9,756	122.14	\$1,192	\$286
2024	106,500	84,476	9,291	0	9,291	120.52	\$1,120	\$292
2023	100,000	80,454	8,849	0	8,849	123.06	\$1,089	\$265
2022	87,500	76,623	8,428	0	8,428	112.54	\$949	\$135
2021	73,500	72,975	8,027	0	8,027	112.07	\$900	\$6

[1/6]

**Property Account Status/Adjustments/Exemptions**

Account #	Grant Year	Exemption Description	Amount
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No adjustment/exemption records returned.

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

Date	Type	Book	Page	Price	Grantor	Grantee
12/30/2008	>	Deeds	10982 1841	72,000	RAY STEVENS INC	JOINER TERRY L
6/16/2000	>	Deeds	7864 1387	39,000	WILLIAMS JOHN B & VIRGINIA C	RAY STEVENS INC
7/14/1995	>	Historical	6767 389	0	SECRETARY OF HOUSING	WILLIAMS JOHN B & VIRGINIA C
4/25/1995	>	Historical	6735 143	0	SMITH LEAH L	SECRETARY OF HOUSING
9/5/1991	>	Historical	6206 1456	0	SECRETARY OF HOUSING	SMITH LEAH L

[1/2]

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

Year	Date	Market Value	Taxable Market Value	Gross Assessed	Exemption	Net Assessed
2025	02/14/2025	110,000	88,699	9,756	0	9,756
2024	02/13/2024	106,500	84,476	9,291	0	9,291
2023	02/14/2023	100,000	80,454	8,849	0	8,849



**DID YOU KNOW?** You can follow us on facebook

<https://www.facebook.com/okcountyassessor>

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

Real Property Display - Screen Produced 12/1/2025 10:30:37 AM  
 Try our new Mapping Site - The current version will retire December 31st, 2025

Account: R175571155 Type: Residential Location: 7007 NW 59TH TER  
 Building Name/Occupant: Map New Map BETHANY  
 Owner Name 1: JUNCKER ERIC A & PAMELA S Parcel PIN#: 2836-17-557-1155  
 Owner Name 2: 1/4 section #: 2836  
 Owner Name 3: Parent Acct:  
 Billing Address: 7007 NW 59TH TER Tax District: TXD 581  
 City, State, Zip: BETHANY, OK 73008-1963 School System: Putnam City #1  
 Country: (If noted) Land Size: 0.1996 Acres

**Personal Property**

Land Value: 23,909

Treasurer:

[Click to View Taxes](#)

Sec 9-T12N-R4W Qtr NW

MCCLAFLIN ACRES ADD BLK 4 Block 001 Lot 016

**Subdivision Sale**

**Full Legal Description:** MCCLAFLIN ACRES ADD BLK 4 001 016

Photo & Sketch (if available)	Comp Sales (ordered by relevancy)	Comp Report
	6108 NW 58TH ST WARR ACRES, OK	01/30/2024 \$114,000
	6116 NW 56TH ST WARR ACRES, OK	06/26/2024 \$87,000
	6900 NW 59TH TER BETHANY, OK	12/23/2024 \$100,000
	6807 NW 55TH ST BETHANY, OK	11/01/2024 \$109,000
	6806 NW 53RD ST BETHANY, OK	11/21/2024 \$135,000
	5102 N BEAVER AVE BETHANY, OK	03/03/2023 \$100,000

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

Year	Market Value	Taxable Mkt Value	Gross Assessed	Exemption	Net Assessed	Millage	Est. Tax	Tax Savings
2025	112,000	75,223	8,274	2,000	6,274	122.14	\$766	\$738
2024	108,500	75,223	8,273	2,000	6,273	120.52	\$756	\$682
2023	100,000	73,033	8,032	1,000	7,032	123.06	\$866	\$488
2022	87,000	70,906	7,798	1,000	6,798	112.54	\$765	\$312
2021	73,000	68,841	7,571	1,000	6,571	112.07	\$737	\$163

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**Property Account Status/Adjustments/Exemptions**

Account #	Grant Year	Exemption Description	Amount
No adjustment/exemption records returned.			

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

Date	Type	Book	Page	Price	Grantor	Grantee
9/1/1986	> Historical	5530	1255	32,419	HOLT WILLIAM L	JUNCKER ERIC A & PAMELA S
4/1/1984	> Historical	5150	781	41,500		HOLT WILLIAM L

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

Year	Date	Market Value	Taxable Market Value	Gross Assessed	Exemption	Net Assessed
2025	02/14/2025	112,000	75,223	8,274	2,000	6,274
2024	02/13/2024	108,500	75,223	8,273	1,000	7,273
2023	02/14/2023	100,000	73,033	8,032	1,000	7,032
2022	03/15/2022	87,000	70,906	7,798	1,000	6,798
2021	03/19/2021	73,000	68,841	7,572	1,000	6,572

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**DID YOU KNOW?**

**Assessment Fact:**  
Oklahoma County has 1,829 homes valued at more than \$1 Million

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

Real Property Display - Screen Produced 12/1/2025 10:30:23 AM

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Account: R175571125      Type: Residential      Location: 7001 NW 59TH TER  
 Building Name/Occupant:             BETHANY  
 Owner Name 1: JOYNER RICHARD JAY      Parcel PIN#: 2836-17-557-1125  
 Owner Name 2:      1/4 section #: 2836  
 Owner Name 3:      Parent Acct:  
 Billing Address: 4904 N TULSA AVE      Tax District:   
 City, State, Zip: OKLAHOMA CITY, OK 73112      School System: Putnam City #1  
 Country: (If noted)      Land Size: 0.1901 Acres  
      Land Value: 22,770     

Sect 9-T12N-R4W Qtr NW MCCLAFLIN ACRES ADD BLK 4 Block 001 Lot 013

**Full Legal Description:** MCCLAFLIN ACRES ADD BLK 4 001 013

Photo & Sketch (if available)	Comp Sales (ordered by relevancy)	Comp Date	Comp Price
	6709 NW 59TH TER BETHANY, OK	08/29/2024	\$180,000
	6600 NW 58TH ST WARRACRES, OK	08/08/2024	\$137,500
	5111 N BEAVER AVE BETHANY, OK	10/25/2024	\$150,000
	6017 NW 54TH ST WARRACRES, OK	01/06/2022	\$118,000
	6108 NW 58TH ST WARRACRES, OK	01/30/2024	\$114,000
	5201 N MUELLER AVE BETHANY, OK	09/06/2024	\$175,000

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

Year	Market Value	Taxable Mkt Value	Gross Assessed	Exemption	Net Assessed	Millage	Est. Tax	Tax Savings
2025	150,500	120,505	13,255	0	13,255	122.14	\$1,619	\$403
2024	146,000	114,767	12,624	0	12,624	120.52	\$1,521	\$414
2023	137,000	109,302	12,022	0	12,022	123.06	\$1,480	\$375
2022	118,000	104,098	11,450	0	11,450	112.54	\$1,289	\$172
2021	101,000	99,141	10,905	0	10,905	112.07	\$1,222	\$23

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**Property Account Status/Adjustments/Exemptions**

Account #	Grant Year	Exemption Description	Amount
No adjustment/exemption records returned.			

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

Date	Type	Book	Page	Price	Grantor	Grantee
7/2/1996	>	6916	1488	20,000	MORRIS CHRISTOPHER R	JOYNER RICHARD JAY
5/7/1990	>	6042	1065	12,600	SECRETARY OF HOUSING	MORRIS CHRISTOPHER R
1/17/1990	>	6001	1436	0	PETERSON STEVEN W & JENNIFER L	SECRETARY OF HOUSING
7/1/1983	>	5032	1263	0		PETERSON STEVEN W & JENNIFER L

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

Year	Date	Market Value	Taxable Market Value	Gross Assessed	Exemption	Net Assessed
2025	02/14/2025	150,500	120,505	13,255	0	13,255
2024	02/13/2024	146,000	114,767	12,624	0	12,624
2023	02/14/2023	137,000	109,302	12,022	0	12,022
2022	03/15/2022	118,000	104,098	11,450	0	11,450
2021	03/19/2021	101,000	99,141	10,905	0	10,905

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**DID YOU KNOW?**  
 Homestead, Additional Homestead, Senior Freeze, 100% DAY  
**See if you qualify**

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

Home  
 Real Property Display - Screen Produced 12/1/2025 10:30:52 AM  
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Account: R175571165 Type: Residential Location: 7009 NW 59TH TER  
 Building Name/Occupant:   BETHANY  
 Owner Name 1: RAMSEY DAVID M Parcel PIN#: 2836-17-557-1165  
 Owner Name 2: 1/4 section #: 2836  
 Owner Name 3: Parent Acct:  
 Billing Address: 7009 NW 59TH TER Tax District:   
 City, State, Zip: BETHANY, OK 73008 School System: Putnam City #1  
 Country: (If noted) Land Size: 0.2534 Acres  
 Land Value: 30,360

Sect 9-T12N-R4W Qtr NW

**Full Legal Description:** MCCLAFLIN ACRES ADD BLK 4 001 017

Photo & Sketch (if available)	Comp Sales (ordered by relevancy)	Comp Report
	<a href="#">6803 NW 60TH ST BETHANY, OK</a>	10/06/2023 \$180,000
	<a href="#">6013 NW 55TH ST WARR ACRES, OK</a>	06/09/2023 \$167,000
	<a href="#">6009 NW 55TH ST WARR ACRES, OK</a>	08/21/2024 \$200,000
	<a href="#">6701 NW 57TH ST WARR ACRES, OK</a>	11/22/2022 \$166,000
	<a href="#">6601 NW 57TH ST WARR ACRES, OK</a>	03/26/2024 \$117,500
	<a href="#">6807 NW 59TH ST BETHANY, OK</a>	05/22/2024 \$180,000

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

Year	Market Value	Taxable Mkt Value	Gross Assessed	Exemption	Net Assessed	Millage	Est. Tax	Tax Savings
2025	199,500	168,850	18,573	0	18,573	122.14	\$2,269	\$412
2024	196,000	160,810	17,688	0	17,688	120.52	\$2,132	\$467
2023	186,500	153,153	16,846	0	16,846	123.06	\$2,073	\$451
2022	163,500	145,860	16,044	0	16,044	112.54	\$1,806	\$218
2021	140,500	138,915	15,280	0	15,280	112.07	\$1,713	\$20

[1/6]

**Property Account Status/Adjustments/Exemptions**

Account #	Grant Year	Exemption Description	Amount
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No adjustment/exemption records returned.

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

Date	Type	Book	Page	Price	Grantor	Grantee
2/7/2022	Hmstd Off &	15054	1577	0	RAMSEY FLETCHER D & MARIE A	RAMSEY DAVID M
11/11/1911	Historical	0005	0000	0		RAMSEY FLETCHER D & MARIE A

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

Year	Date	Market Value	Taxable Market Value	Gross Assessed	Exemption	Net Assessed
2025	02/14/2025	199,500	168,850	18,573	0	18,573
2024	02/13/2024	196,000	160,810	17,688	0	17,688
2023	02/14/2023	186,500	153,153	16,846	0	16,846
2022	03/15/2022	163,500	145,860	16,044	0	16,044
2021	03/19/2021	140,500	138,915	15,280	0	15,280

[1/3]

**11. ADDITIONAL PROVISIONS.**

\*\*Seller agrees to pay a total commission fee of 5% of the purchase price at closing. Of this amount, 2.5% shall be paid to the Buyer's Broker, Alex Hickman, with the remaining 2.5% to be paid to the Listing Broker, Helena Lewis.  
\*\*In the event Buyer completes its due diligence prior to the expiration of the Due Diligence period, Buyer shall have the option, upon written notice to Seller, to proceed directly to Closing. All other terms and conditions of this Agreement shall remain in full force and effect. Buyers agent is member of purchasing entity and is a licensed Broker.

**12. TAX DEFERRED EXCHANGE 1031.** In conformance with Section 1031 of the Internal Revenue Code, it may be the intention of the Seller or Buyer or both to effect a tax-deferred exchange. Either the Seller or Buyer or both may assign his/her rights in the contract to a Qualified Intermediary for the purpose of effecting a tax-deferred exchange. The Parties agree to cooperate and execute the necessary documents to allow either or both Parties to effect such exchange at no additional cost or liability to the other Party. However, any warranties that may be expressed in this contract shall remain and be enforceable between the Parties executing this document.

**13. MEDIATION.** Any dispute arising with respect to the Contract shall first be submitted to a dispute resolution mediation system servicing the area in which the Property is located. Any settlement agreement shall be binding. In the event an agreement is not reached, the Parties may pursue legal remedies as provided by the Contract.

**14. CHOICE OF LAW AND FORUM.** This Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma, without giving effect to any choice of law or conflict of law rules or principles that would cause the application of the laws of any jurisdiction other than the State of Oklahoma. The Parties agree that any legal action brought for any disputes, claims, and causes of action arising out of or related to this Contract shall be decided in a Oklahoma State Court in the County in which the Property is located or a Federal Court having jurisdiction over the County in which the Property is located.

**15. BREACH AND FAILURE TO CLOSE.** Seller or Buyer shall be in breach of this contract if either fails to comply with any material covenant, agreement, or obligation within the time limits required by this Contract.  
**TIME IS OF THE ESSENCE IN THIS CONTRACT.**

**A. UPON BREACH BY SELLER.** If the Buyer performs all of the obligations of Buyer, and if, within five (5) days after the date specified for Closing under Paragraph 3, Seller fails to convey the Title or fails to perform any other obligations of the Seller under this Contract, then Buyer shall be entitled to either cancel and terminate this Contract, return the abstract to Seller and receive a refund of the earnest money, or pursue any other remedy available at law or in equity, including specific performance.

**B. UPON BREACH BY BUYER.** If, after the Seller has performed Seller's obligation under this Contract, and if, within five (5) days after the date specified for Closing under Paragraph 3, the Buyer fails to provide funding, or to perform any other obligations of the Buyer under this Contract, then the Seller may, at Seller's option, cancel and terminate this Contract and retain all sums paid by the Buyer, but not to exceed 5% of the purchase price as liquidated damages, or pursue any other remedy available at law or in equity, including specific performance.

**16. BUYER AFFIDAVIT COMPLIANCE.** Buyer represents that at the time of submission of this purchase offer and at the time of Closing, Buyer is either (a) a U.S. Citizen, Native American, or non-citizen / alien who is or shall become a bona fide resident of the State of Oklahoma, or (b) a business entity or trust in compliance with 60 O.S. § 121—122. Buyer further represents that Buyer is eligible to execute the required Affidavit of Land or Mineral Ownership provided by the Attorney General of the State of Oklahoma as required by 60 O.S. § 121.

**17. INCURRED EXPENSES AND RELEASE OF EARNEST MONEY.**

**A. INCURRED EXPENSES.** Buyer and Seller agree that any expenses, incurred on their behalf, shall be paid by the Party incurring such expenses and shall not be paid from earnest money.

**B. RELEASE OF EARNEST MONEY.** In the event a dispute arises prior to the release of earnest money held in escrow, the escrow holder shall retain said earnest money until one of the following occur:

- 1. A written release is executed by Buyer and Seller agreeing to its disbursement;
- 2. Agreement of disbursement is reached through Mediation;
- 3. Interpleader or legal action is filed, at which time the earnest money shall be deposited with the Court Clerk; or
- 4. The passage of thirty (30) days from the date of final termination of the Contract has occurred and options 1), 2) or 3) above has not been exercised; Broker escrow holder, at Broker's discretion, may disburse earnest money. Such disbursement may be made only after fifteen (15) days written notice to Buyer and Seller at their last known address stating the escrow holder's proposed disbursement.

**18. DELIVERY OF ACCEPTANCE OF OFFER OR COUNTEROFFER.** The Buyer and Seller authorize their respective Brokers, if applicable, to receive delivery of an accepted offer or counteroffer, and any related addenda or documents.

Buyer's Initials   Seller's Initials   Initials are for acknowledgment purposes only



**DID YOU KNOW?**  
 Homestead, Additional Homestead, Senior Freeze, 100% DAV  
**See if you qualify**

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

Real Property Display - Screen Produced 12/1/2025 10:30:19 AM  
 Try our new Mapping Site - The current version will retire December 31st, 2025

Account: R175571115	Type: Residential		Location: 6911 NW 59TH TER
Building Name/Occupant:		<input type="button" value="Map"/> <input type="button" value="New Map"/>	BETHANY
Owner Name 1:	PONCE JOSE HERNANDEZ	Parcel PIN#:	2836-17-557-1115
Owner Name 2:	DE LOERA SERGIO HERNANDEZ	1/4 section #:	2836
Owner Name 3:	HERNANDEZ ROSA	Parent Acct:	
Billing Address:	6911 NW 59TH TER	Tax District:	<input type="button" value="TXD 581"/>
City, State, Zip	BETHANY, OK 73008-1961	School System:	Putnam City #1
Country: (If noted)		Land Size:	0.1996 Acres
<input type="button" value="Personal Property"/>	Land Value: 23,909	<input type="button" value="Treasurer:"/>	<input type="button" value="Click to View Taxes"/>
Sect 9-T12N-R4W Qtr NW <u>MCCLAFLIN ACRES ADD BLK 4 Block 001 Lot 012</u> <input type="button" value="Subdivision Sales"/>			

**Full Legal Description:** MCCLAFLIN ACRES ADD BLK 4 001 012

Photo & Sketch (if available)	Comp Sales (ordered by relevancy)	Comp Report	
	<u>6811 NW 52ND ST BETHANY, OK</u>	04/15/2024	\$104,000
	<u>5203 N BEAVER AVE BETHANY, OK</u>	06/12/2024	\$129,000
	<u>6116 NW 56TH ST WARR ACRES, OK</u>	06/26/2024	\$87,000
	<u>6807 NW 55TH ST BETHANY, OK</u>	11/01/2024	\$109,000
	<u>5102 N BEAVER AVE BETHANY, OK</u>	03/03/2023	\$100,000
	<u>6810 NW 53RD ST BETHANY, OK</u>	10/31/2023	\$119,000

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

Year	Market Value	Taxable Mkt Value	Gross Assessed	Exemption	Net Assessed	Millage	Est. Tax	Tax Savings
2025	117,500	92,161	10,137	0	10,137	122.14	\$1,238	\$340
2024	113,500	87,773	9,654	0	9,654	120.52	\$1,164	\$341
2023	104,500	83,594	9,194	0	9,194	123.06	\$1,132	\$283
2022	91,000	79,614	8,757	0	8,757	112.54	\$986	\$141
2021	77,500	75,823	8,340	0	8,340	112.07	\$935	\$21

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**Property Account Status/Adjustments/Exemptions**

Account #	Grant Year	Exemption Description	Amount
No adjustment/exemption records returned.			

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

Date	Type	Book	Page	Price	Grantor	Grantee
11/3/2025	> Deeds	<u>16281</u>	<u>965</u>	155,000	BUTLER SARAH N	PONCE JOSE HERNANDEZ
7/23/2019	> Hmstd Off &	<u>16234</u>	<u>355</u>	0	BUTLER REX F	BUTLER SARAH N
11/7/2017	> Hmstd Off &	<u>14072</u>	<u>1563</u>	0	BUTLER SARAH N	BUTLER SARAH N
7/12/1989	> Historical	<u>5932</u>	<u>1881</u>	22,500	TALMAN HOME FEDERAL SAVINGS	BUTLER REX F
3/3/1988	> Historical	<u>5742</u>	<u>587</u>	0	TALMAN HOME FEDERAL SAVINGS	TALMAN HOME FEDERAL SAVINGS

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

Year	Date	Market Value	Taxable Market Value	Gross Assessed	Exemption	Net Assessed
2025	02/14/2025	117,500	92,161	10,137	0	10,137
2024	02/13/2024	113,500	87,773	9,654	0	9,654
2023	02/14/2023	104,500	83,594	9,194	0	9,194



**OKLAHOMA REAL ESTATE COMMISSION**

*This is a legally binding Contract; if not understood, seek advice from an attorney.*

**ACKNOWLEDGMENT AND CONFIRMATION OF DISCLOSURES**

It is hereby confirmed that prior to entering into Contract, the following items (as applicable) have been disclosed and/or delivered:

Buyer acknowledges and confirms that the Broker providing brokerage services to the Buyer has described and disclosed their duties and responsibilities to the Buyer prior to the Buyer signing this Contract.

(Applicable for in-house transactions only) Buyer acknowledges and confirms that the broker is providing brokerage services to both Parties to the transaction prior to the Parties signing this Contract.

Buyer acknowledges receipt of Residential Property Condition Disclosure or Disclaimer Form (as applicable to residential real property improved with not less than one nor more than two dwelling units) pursuant to Title 60 O.S., Section 831-839:

- Buyer has received a Residential Property Condition Disclosure Statement Form (completed and signed by the Seller) and dated within 180 days of receipt.
- Buyer has received a Residential Property Condition Disclaimer Statement Form (completed and signed by the Seller) and dated within 180 days of receipt.
- This transaction is exempt from disclosure requirements pursuant to Title 60, O.S., Section 838.
- Disclosure not required under the Residential Property Condition Disclosure Act.

Buyer acknowledges receipt of Lead-Based Paint/Hazards Disclosures with Appropriate Acknowledgment (if property constructed before 1978)

- Buyer has signed the "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" form, which has been signed and dated by Seller and applicable Licensee(s), and has also received a copy of the Lead-Based Paint Pamphlet titled "Protect Your Family From Lead in Your Home."
- Property was constructed in 1978 or thereafter and is exempt from this disclosure.
- The subject of this transaction is not a residential dwelling and does not require a disclosure on Lead-Based Paint/Hazards.

Buyer acknowledges and confirms the above and further, Buyer acknowledges receipt of Estimate of Costs associated with this transaction and acknowledges that a Contract Guide has been made available to the Buyer in print, or at [www.orec.ok.gov](http://www.orec.ok.gov).

Buyer Name (Printed): Hickman and Sutton LLC

Buyer Name (Printed): Hickman and Sutton LLC

Buyer Signature: *Jim Sutton*



Buyer Signature: *Alex Hickman*



Dated: 10/04/2025

Dated: 10/04/2025

Seller acknowledges and confirms that the Broker providing brokerage services to the Seller has described and disclosed their duties and responsibilities to the Seller prior to the Seller signing this Contract.

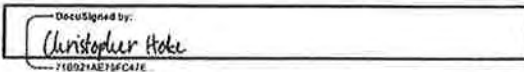
(Applicable for in-house transactions only) Seller acknowledges and confirms that the broker is providing brokerage services to both Parties to the transaction prior to the Parties signing this Contract.

Seller further acknowledges receipt of Estimate of Costs associated with this transaction and that a Contract Guide has been made available to the Seller in print, or at [www.orec.ok.gov](http://www.orec.ok.gov).

Seller Name (Printed): Penguin Investments, LLC

Seller Name (Printed): \_\_\_\_\_

Seller Signature: *Christopher Hoke*



Seller Signature: \_\_\_\_\_

Dated: 10/5/2025

Dated: \_\_\_\_\_

**EARNEST MONEY RECEIPT AND INSTRUCTIONS**

In accordance with the terms and conditions of the PURCHASE, PRICE, EARNEST MONEY, AND SOURCE OF FUNDS Paragraph, \$2,500.00  Check  Cash as Earnest Money Deposit, has been delivered to:

- Seller's Broker:** Seller's Broker acknowledges receipt of Earnest Money and shall deposit said funds in accordance with Paragraph 2 of this Contract. Seller's Broker shall provide a copy of receipt to the Buyer's Broker.
- Buyer's Broker:** Buyer's Broker acknowledges receipt of Earnest Money and shall deliver said funds to the Title Company. Buyer's Broker shall provide a copy of the receipt to the Seller's Broker.
- Title Company (Name/Address of Title Company):** First American Title
- Other:** \_\_\_\_\_

<i>Alex Hickman</i> Buyer's Broker/Associate Signature	dotloop verified 10/04/25 8:26 PM CDT SDEX-DOQP-BCVK-VO0E Date	Signed by: <i>Helena Lewis</i> Seller's Broker/Associate Signature	10/5/2025 Date
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Alex Hickman  
 (Print Name) Buyer's Broker/Associate

Helena Lewis  
 (Print Name) Seller's Broker/Associate

**ASSOCIATE INFORMATION**

**BUYER'S BROKER/ASSOCIATE:**

175183  
 OREC Associate License Number

Block One Real Estate  
 OREC Company Name

180677  
 OREC Company License Number

15104 Tradtions Blvd, Suite A, Edmond, OK 73034  
 Company Address

405-471-5508  
 Company Phone Number

alex@blockonegroup.com  
 Associate Email

**SELLER'S BROKER/ASSOCIATE:**

211047  
 OREC Associate License Number





Plains Commercial Real Estate  
 OREC Company Name

181084  
 OREC Company License Number

330 NW 10th St., OKC, OK 73101  
 Company Address

405-445-5799  
 Company Phone Number

helena.lewis@plainscre.com  
 Associate Email

Buyer's Initials   Seller's Initials   Initials are for acknowledgment purposes only

# BETHANY *Oklahoma*

Department of Planning & Community Development

December 19<sup>th</sup>, 2025

**NOTICE OF HEARING  
COMMISSION**

**PLANNING & ZONING  
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 to rezone his property. All rezoning 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 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 category requested. 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 CHANGE INFORMATION**

A. Rezoning Proposal

1. Case No.: PC 25-25
2. Location of Property: 6006 N Rockwell Ave
3. Legal Description: HICKEY ACRES ADD 003 000 W410FT
4. Present Zoning: C-G (Commercial General)
5. Proposed Zoning: I-L (Industrial Light)

B. Hearing Schedule

1. The Planning and Zoning Commission **conceptual hearing** on the proposed rezoning will be held on January 15, 2026, at 6:30 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 February 3, 2026, at 6:30 P.M. At this hearing, any interested citizens will have the opportunity to speak to the City Council concerning the request. The City Council will vote either to adopt or reject the proposed 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 are held in the Bethany City Council Chambers in City Hall.

(SEE LOCATION MAP ON  
BACK  
OF THIS PAGE)



**NOTICE OF PUBLIC HEARING**

On January 15<sup>th</sup>, 2026 at 6:30 p.m. the Bethany Planning and Zoning Commission will during its regular session hold a public hearing at Bethany City Hall, 6700 N.W. 36<sup>th</sup> St., Bethany, OK 73008 for the following: Consider a request from Hickman & Sutton LLC, Applicant, and Agent of Owner, to rezone 6006 N Rockwell Ave. from C-G, commercial general to I-L Industrial Light.

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 February 3<sup>rd</sup>, 2026, at 6:30 p.m. At that meeting a second public hearing will be held and following the hearing the Council will vote to approve or deny the request.

The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

**LEGAL DESCRIPTION: HICKEY ACRES ADD 003 000 W410FT**



CITY OF BETHANY

405-789-2146

\*\*\*\* REPRINT RECEIPT\*\*\*\*

REC#: 01390640 12/02/2025 9:46 AM  
OPER: kp TERM: 013  
REF#: 3400

TRAN: 540.0000 COMM DEV RECEIPTS  
REZONE APPLICATION  
6006 N ROCKWELL  
010-39010

MISCELLANEOUS REVEN 1,038.00CR  
TENDERED: 1,038.00 CHECK  
APPLIED: 1,038.00-  
CHANGE: 0.00

\*\*\* CITY HALL WILL BE CLOSED\*\*\*  
NOVEMBER 27TH AND THE 28TH. TRASH MAKEUP  
DAY FOR THUR WILL BE THE WED BEFORE AND  
FOR FRI IT WILL BE THE WED AFTER.

**BETHANY CITY COUNCIL**

From: Brett Crecelius  
Date: January 20, 2026  
Subject: Consider a special use request by DWD Enterprises, Darin Delane, and Tanner Burrows, Applicants to construct a garage next to the residence at 6708 NW 48<sup>th</sup> St.

BACKGROUND

Attached are the minutes and the staff report from the January 15, 2026 Planning and Zoning Commission meeting. Motion was made by James Clemmer, seconded by Jennifer Edmonson to recommend approving the construction of a garage next to the residence at 6708 NW 48<sup>th</sup> St. The votes are as follows: AYE- Justin Peck, James Clemmer, Robert Helton, Steve Marx, Jennifer Edmondson. NAY- None. ABSTAIN- None. The motion carried unanimously 5 – 0.

RECOMMENDATION

1. As develops during the meeting.



ADDITIONAL COMMENTS



across the street. The property is abutting R-1, Single Family/properties and should be buffered from impacts of nearby industrial uses. Also, the request aligns with the comprehensive plan.

Mr. Hickman, Applicant spoke to the Planning Commission. He presented photos of what the buildings will look like on this site. The buildings will be a minimum of 1,750 sq. ft. We do not allow any overnight outdoor storage to take place on our properties.

Commissioner Helton asked about parking and headlights shining into the surrounding residential properties.

Mr. Hickman, Applicant stated we plan to put up an eight-foot fence with at least 95% to 100% opacity so the lighting would not be problem.

Justin Peck, Chair asked how many buildings/businesses will there be on this site.

Mr. Hickman, Applicant stated we will have about seventeen units.

Ray Jones, City Attorney asked the applicant what sort of businesses do you anticipate locating at 6006 N. Rockwell Ave.

Mr. Hickman, Applicant stated what we ended up having at our other facilities are plumbers, landscapers, our own garage door company, and gyms. He thought there maybe people across the street at Wiley Post Airport that need off-site facilities.

Motion was made Steve Marx, seconded by James Clemmer to recommend approving the rezoning of 6006 N. Rockwell Ave. from C-G, Commercial General to I-L, Industrial Light. The votes are as follows: AYE- Justin Peck, James Clemmer, Steve Marx, Jennifer Edmonson. NAY- Robert Helton. ABSTAIN- None. The motion carried 4-1-0.

**ITEM 2: PC 26-02**

1-15-26  
PJZ minutes

Consider a special use request by DWD Enterprises, Darin Delaney and Tanner Burrows, Applicants to construct a garage next to the residence at 6708 NW 48<sup>th</sup> St.

**LEGAL DESCRIPTION:** Neeley Second Add 003 000 W. 60 ft. Lot 1 thru 3.

*(Item to be heard by the Bethany City Council on the 3<sup>rd</sup> of February, 2026 at 6:30 p.m. in the Council Chambers at Bethany City Hall.)*

**ACTION:** Raquelynne Diaz, Comm. Dev. Associate presented the staff report to consider constructing a garage next to the residence at 6708 NW 48<sup>th</sup> St. She reviewed the proposed building characteristics, and mentioned request complies with all setbacks. The proposed structure will meet

Chapter 158 in terms of matching the façade material of the primary structure and not going over the height of the primary structure. The structure will be 440 sq. ft.

Mr. Burrows, Applicant was present. He said he would like to build a detached 2-car garage.

Mr. Delaney with DWD Enterprises noted the proposed garage siding will match the house.

Commissioner Marx asked if staff is concerned about drainage on the approach.

Brett Crecelius, Comm. Dev. Director stated staff is not concerned with any drainage issues on the approach.

Motion was made by James Clemmer, seconded by Jennifer Edmonson to recommend approving the construction of a garage next to the residence at 6708 NW 48<sup>th</sup> St. The votes are as follows: AYE- Justin Peck, James Clemmer, Robert Helton, Steve Marx, Jennifer Edmonson. NAY- None. ABSTAIN- None. The motion carried unanimously 5 - 0.

-----  
NEW BUSINESS

Brett Crecelius, Comm. Dev. Director mentioned staff sent out notices for the Board meetings in February for the Rockwell Corridor between NW 50<sup>th</sup> and NW 63<sup>rd</sup>.

Justin Peck, Chair asked if staff has received any feedback from notices.

Raquelynne Diaz, Comm. Dev. Associate stated she has only received one call, and the caller wanted to know if he could show up for both meetings.

Brett Crecelius, Comm. Dev. Director mentioned there is a new commissioner up for appointment on Tues., January 20, 2026 City Council agenda.

Motion was made by Robert Helton, seconded by James Clemmer to adjourn. The motion carried unanimously 5 - 0.

**City of Bethany**  
**Planning & Zoning Staff Report**  
**January 15<sup>th</sup>, 2026**

**CASE NO: PC 26-02**

**Request:** Consider a request from Tanner Burrows, Applicant, and DWD, Enterprises, Darin Delaney, Property Owner for special use request to construct a 440 sq.ft. accessory building at 6708 NW 48<sup>th</sup> St.

**Legal Description:** Neeley Second ADD 003 000 W60FT Lots 1 THRU 3

**Current Zoning:** Residential One-family (R-1)

**Proposed Accessory Structure Size:** 440sqft

**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	Vehicle Garage, Storage	residence
Area (ft <sup>2</sup> )	440 sqft	1,600 sqft
Height (ft)	16 feet	20 feet
Roof Pitch	5-12	8-12
Roof Material	Asphalt Shingle	Asphalt Shingles
Exterior Wall Covering	OSB- House Wrap	OSB- House Wrap

**Background:**

The applicant seeks special permission to construct an accessory structure at 6708 NW 48<sup>th</sup> St. The lot has an area of 0.21 acres (approximately 9147.6 ft<sup>2</sup>). The proposed area of the accessory structure is 440 ft<sup>2</sup>. This exceeds the allowable limit of an accessory structure (240 ft<sup>2</sup>) thus special permission is required to construct this building.

**Analysis:**

The proposed structure exceeds the 240 ft<sup>2</sup> limit (§150.007) for accessory structures. Under the terms of special use permits, the proposed building may occupy up to 10% of the total property or 50% of the dwelling space (§158.044). With an area of 440 ft<sup>2</sup>, the proposed accessory structure meets both of those clauses.

The proposed structure complies with all applicable setback requirements. Additionally, the proposed accessory structure will meet §158.044 in terms of matching façade material of the primary structure and not going over the height of the primary building. The proposed structure does not, however, match the roof pitch of the primary building.

In the application, it is stated that the accessory building will include a garage door facing west toward Central Road. A paved driveway will provide access, and the entire backyard will be fenced. The structure will have electrical service but no plumbing.

Should the Planning & Zoning Commission recommend approval of this request, the City Inspector will verify compliance with all applicable standards during the permitting and inspection process.

**Required Action:** Hold a public hearing to provide a recommendation to either approve or deny the applicant's request for a special use permit that would allow for the construction of a 440 ft<sup>2</sup> accessory structure.

**Attachments:**

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



ral Rd

N College Ave

Y Ave

N Asbury Ave

NW 48th St

NW 48th St

NW 48th St



N College Ave

N Central Rd

N Asbury Ave

N College Ave

NW 46th St

NW 46th St

N

N

DEC 08 2025

DEC 08 2025

## SPECIAL USE PERMIT PROCEDURE

1. Check with the Community Development Department to verify the present zoning of the property.
2. Submit a written application to the Bethany Planning and Zoning Commission, setting forth the legal description of the property, the street address or approximate location, the names and addresses of the owners thereof. (Application Form attached).
3. The application shall also be accompanied by a list of the names and addresses of the property owners of record within a three hundred (300) foot radius of the exterior boundaries of subject property, current and certified by bonded abstractor, a registered professional engineer, a registered surveyor, or an attorney.
4. A site plan shall be included with the application.
5. The Planning Staff will make sure your application is complete. The fee for public hearing is **\$150.00**. The application fee for a Special Use Permit is **\$875.00** for commercial and **\$344.00** for residential.
6. Return your application, the required accompanying data and the filing fee 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 & Zoning Commission Agenda.
7. 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 three hundred (300) feet of the exterior boundaries of your property is notified by letter of your request. These owners and any other citizen may protest if they so desire. Should the owners of fifty percent (50%) of the land within the 300 foot notice area protest your request, an affirmative vote of three-fourths of the members of the City Council is required to approve the special use permit request for your property.
8. The Planning Staff will research and analyze your request and prepare a staff report with recommendation, which will be mailed to each member of the Planning and Zoning Commission and to each member of the City Council.

9. At the next scheduled Planning and Zoning Commission meeting, your request will be considered at a public hearing. You will be sent notice of this meeting and you or your representative must be present. 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.
10. At the conclusion of this public hearing the Planning Commission, by majority vote, will recommend that the ordinance to accomplish your requested special use permit either be approved or denied. This recommendation will be transmitted to the City Council.
11. When the Planning Commission has acted upon an application for special use permit, an ordinance shall be prepared and introduced before the City Council at a public hearing on the same date as set forth in the notice to property owners provided in the preceding section. The City Council may continue that hearing from time to time, prior to final action thereon.
12. At the public hearing, the City Council will vote either to adopt or reject the proposed special use permit ordinance. You or your representative must be present at this meeting.
13. Both the Planning Commission and the City Council meetings are held in the Council Room (East Wing), Bethany City Hall, 6700 N.W. 36<sup>th</sup> St. The Planning Commission meetings begin at 7:00 P.M. and the City Council meetings begin at 7:30 P.M. The average special use permit case takes about 50 days from the time we receive the application until final approval.



**Guidelines for Special Use Permit for Accessory Building's Greater than 240' in Size**

**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 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.

**Project Assessment for Accessory Building's Greater than 240' in Size**

	<b><i>Accessory Building</i></b>	<b><i>Primary Building</i></b>
Use	Vehicle Garage, Storage	residence
Square footage	440 sqft	1,600 sqft
Height	16 ft	20 ft
Roof Pitch	5-12	8-12
Roof material	Asphalt Shingle	Asphalt Shingle
Exterior wall covering	OSB - House Wrap	OSB - House Wrap
<b>Total Lot Size</b>	9,000 sqft	

**NOTE:** This property is in the process of being sold from the builder who remodeled the home (DWD Enterprises, Darin Delaney) to the new owner, Tanner Burrows. The closing date is approximately 12-29-25. We have listed both of their names on this application because the change in ownership will likely happen before this application goes through the entire approval process.

**Real Estate Agent Tom Bubb, with Cherrywood Real Estate is assisting with this process and can be contacted for questions. 405-795-9025**

## APPLICATION FOR SPECIAL USE PERMIT

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.

**Name of Applicant:** DWD, Enterprises, Darin Delaney (owner/builder) and Tanner Burrows (buyer) Phone #: \_\_\_\_\_  
405-420-9905 Darin 405-706-1040 Tanner

**Address:**  
6708 NW 48th Street, Bethany OK 73008

**Record Property Owner(s):** DWD Enterprises, Darin Delaney up until closing date, then owner will be Tanner Burrows Phone #: \_\_\_\_\_  
405-420-9905 Darin 405-706-1040 Tanner

**Address:**  
13204 W. Macarthur Blvd, OKC OK 73142

**Address of Property:**  
6708 NW 48th St, Bethany OK 73008

**Legal Description of Property:**  
NEELEY SECOND ADD 003 000 W60FT LOTS 1 THRU 3

**Proposed Special Permit use:**  
This will a standard garage located next to the primary home. It will be used for up to 2 vehicles and/or storage.

**Present use of property:**  
Primary home only, which is being renovated. This garage will be located next to the primary home and have the same look and design.

8. Has the facility obtained all necessary permits to operate under the laws of the State of Oklahoma?

Yes

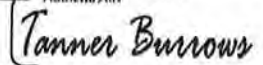
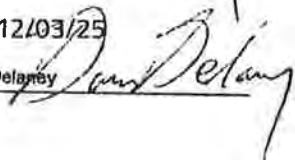

The City Council may impose specific conditions regarding location, design, operation, screening, and security to assure safety, to prevent a nuisance, and to control the noxious effects of excessive sound, light, odor, dust or similar conditions. (City of Bethany Ordinance - Section 159.044)

The application shall be accompanied by the following:

- a. Filing Fee.
- b. One (1) copy of the legal description of the property sought for Special Use Permit if not described above.
- c. One (1) copy of site plan.
- d. One (1) copy of the deed(s) of the property.
- e. Certified list of names and addresses of all property owners of record within three hundred (300) feet of the exterior boundaries of subject property.

In order that your application can be heard at the next Planning Commission meeting, the completed application, accompanying information, and filing fees must be submitted before 12:00 noon the day of the deadline.

Signature  
 of Applicant: DWD Enterprises, Darin Delaney  Phone #: 405-420-9905 Darin Date: 12-03-2025  
Tanner Burrows  
Authenticator 405-706-1040 Tanner

Signature  12/03/25  
 of Property Owner: DWD Enterprises, Darin Delaney  Phone #: 405-420-9905 Darin Date: 12-03-2025  
Tanner Burrows  
Authenticator 405-706-1040 Tanner  
 12/03/25

Size of property (in acres and/or feet):

150 ft x 60 ft

The City Council shall use the following criteria to evaluate your special use permit. You are requested to provide a statement after each of the following criteria statements indicating how your request meets each criteria. Use additional pages if necessary.

1. Will the proposed use be in harmony with the policies of the comprehensive plan?

Yes, This garage will be nicely built and match the existing primary home in terms of style and finishes. It will increase property values

for the homes in the surrounding area and will give this family a place to park their vehicles out of the harsh weather.

2. Will the proposed use be in harmony with the general purpose and intent of the applicable Zoning district regulations?

Yes,

3. Will the proposed use adversely affect the use of the neighboring property?

No

We feel this will positively affect the use of the neighboring property and increase property values for neighboring homes.

4. Will the proposed use generate pedestrian and vehicular traffic that is hazardous or in conflict with the existing and anticipated traffic in the neighborhood? No

5. Will the facility present a health or safety hazard to neighboring properties or the community at large?

No

6. Will the facility be located in proximity to elementary or secondary public and/or private schools, or other incompatible uses?

No

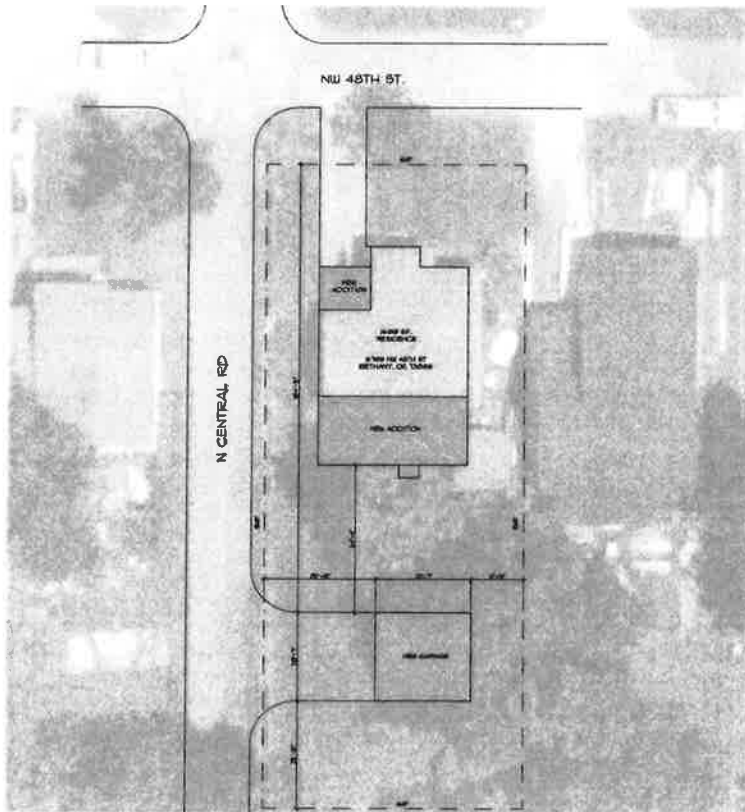
7. Will the utility, drainage, parking, loading, signs, lighting access, and other necessary public facilities to serve the proposed use meet the adopted codes of the City?

Yes

## SPECIAL USE PERMIT APPLICATIONS FOR ACCESSORY BUILDINGS SUPPLEMENTAL QUESTIONNAIRE

1. Have you been advised that an accessory building **cannot** be used for a home-based business? Please circle:  YES or NO
  
2. Have you located utility lines at the site? Please circle:  YES or NO
  
3. If not, please call OKIE AT 1-800-522-OKIE.
  
4. Will the building have a garage door? Please circle:  YES or NO  
If so, what direction will it face? West towards N. Central Road
  
5. Will you be paving a driveway to the building? Please circle:  YES or NO  
If yes, please add the driveway location and dimensions to the site plan.
  
6. Will you be installing a privacy fence or any other type of screening?  
Please circle:  YES or NO Please describe:  
Entire backyard will be fenced
  
7. Will you run electricity to the building? Please circle:  YES or NO
  
8. Will the building have plumbing? Please circle: YES or  NO
  
9. How tall will the walls of the building be? 8 ft
  
10. Will the color of the building match the house? Please circle:  YES or NO







**SITE PLAN**  
 SCALE: 1/4" = 10'-0"

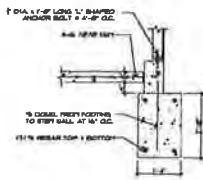
PROJECT NO. 07-30-2025  
 SHEET NO. A-2

DARIN DELANEY  
 6708 NW 48TH ST  
 BETHANY, OK 73008

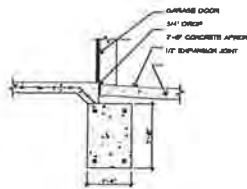
DD1005

07-30-2025

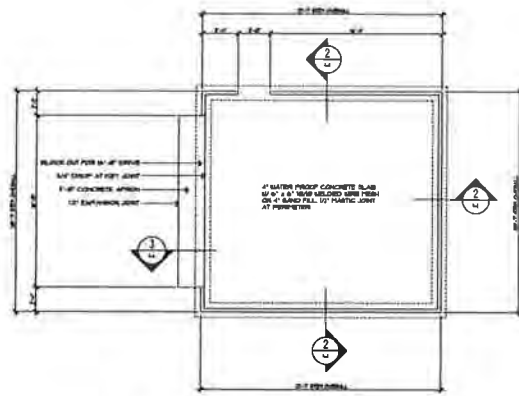
SITE PLAN



**DETAIL**  
 2/4 SIDE VIEW



**DETAIL**  
 3/4 SIDE VIEW



NORTH



**FOUNDATION PLAN**  
 1/4\"/>

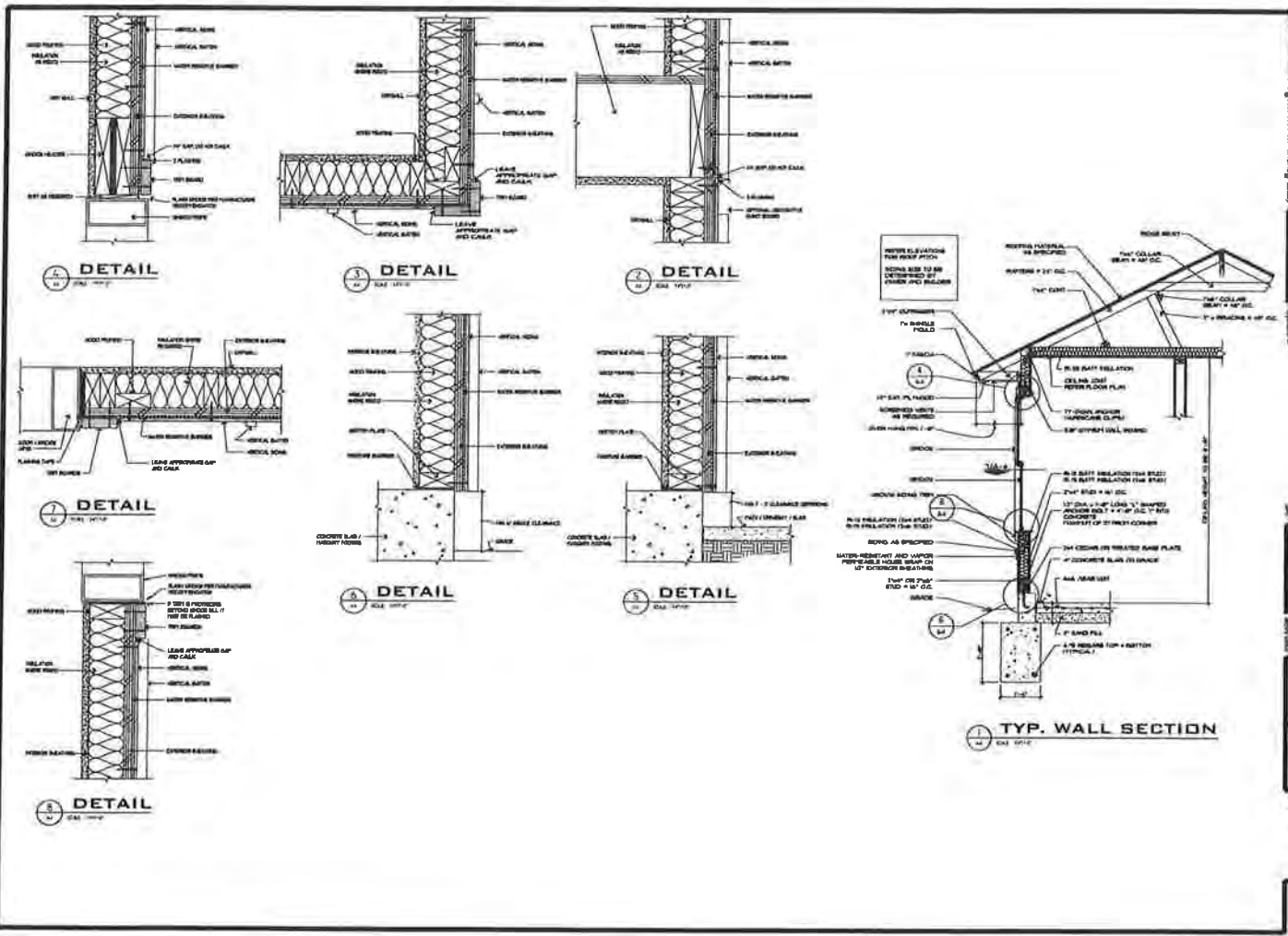
DARIN DELANEY  
 6709 NW 48TH ST  
 BETHANY, OK 73008

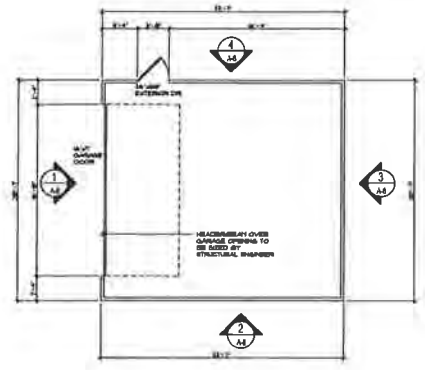
DD1005

10-30-2025

FOUNDATION  
 PLAN & DETAILS







**FLOOR PLAN**  
 PLAN NORTH

DARIN DELANEY  
 6708 NW 48TH ST  
 BETHANY, OK 73008

DD1005

07-30-2025

FLOOR  
 PLAN

A-5

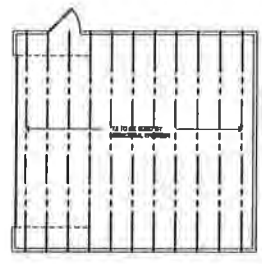
DARIN DELANEY  
6708 NW 48TH ST  
BETHANY, OK 73008

DD1005

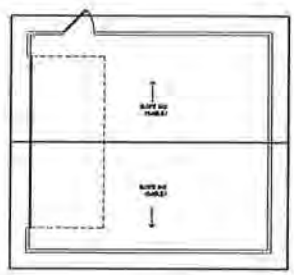
10-30-2025

CEILING JOIST  
PLANS

A-6



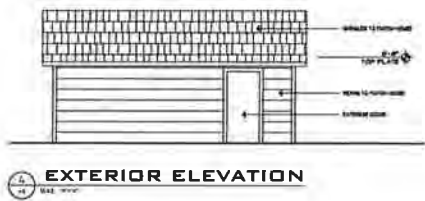
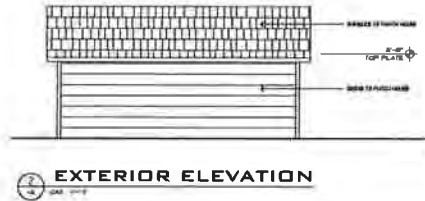
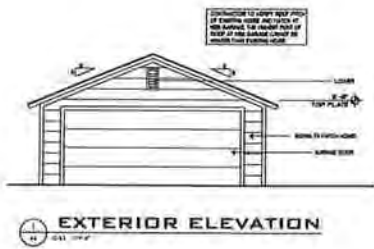
 **FLOOR PLAN**  
PLAN NORTH



**ROOF LEGEND**  
 --- ROOF OF 1st FLOOR  
 --- ROOF OF 2nd FLOOR

**ROOF NOTES**  
 1. SEE PLAN FOR DETAILS OF ROOF  
 2. ROOF FINISH TO BE 1/2" X 1/2" X 1/2"

 **ROOF PLAN**  
 1/8" = 1'-0"



DARIN DELANEY  
6708 NW 48TH ST  
BETHANY, OK 73008

DD1005

10-30-2025

EXTERIOR ELEVATIONS

A-8

Tax I D. No.: 170906260

Mail Tax Statement To:

Grantee  
13204 North MacArthur Blvd.  
Oklahoma City, OK 73142

After Recording Return To:  
Element Title Services, LLC  
6805 N Classen Blvd., Ste. A  
Oklahoma City, OK 73116

**WARRANTY DEED**  
(Individual)

KNOW ALL MEN BY THESE PRESENTS:

That Aaron Falgoust, a single person, party of the first part, in consideration of the sum of \*\*\*TEN AND NO/100\*\*\*\* dollars and other valuable consideration, in hand paid, the receipt of which is acknowledged, does hereby grant, bargain, sell, and convey unto DWD Enterprises, Inc.

Whose address is: 13204 North MacArthur Blvd.  
Oklahoma City, OK 73142

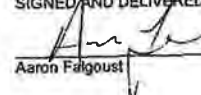
party of the second part, the following described real property and premises situated in Oklahoma County, State of Oklahoma, to wit:

The West 60 feet of Lots One (1), Two (2) and Three (3), of Block Three (3), in NEELY SECOND ADDITION, in Bethany, Oklahoma County, Oklahoma, according to the recorded plat thereof.

Together with all fixtures and improvements, and all appurtenances, subject to existing zoning ordinances, plat or deed restrictions, utility easements serving the property, including all mineral rights owned by party of the first part, which may be subject to lease, and excluding mineral rights previously reserved or conveyed of record, and warrants title to the same.

TO HAVE AND TO HOLD said described premises unto the said parties of the second part, and their heirs and assigns forever, free, clear and discharged of and from all former grants, claims, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature, EXCEPT FOR and SUBJECT TO those exceptions set forth hereinabove.

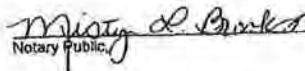
SIGNED AND DELIVERED the date(s) on the acknowledgment(s) below.

  
\_\_\_\_\_  
Aaron Falgoust

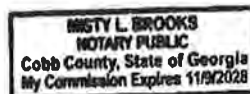
ACKNOWLEDGMENT

State of Georgia County of Cobb  
The foregoing instrument was acknowledged before me on this 15<sup>th</sup> day of July, 2025 by Aaron Falgoust, a single person.

My Commission Expires: 11/9/2028

  
\_\_\_\_\_  
Misty L. Brooks  
Notary Public

Closing Agent: Element Title Services, LLC  
File No.: 2506-0043  
Underwriter: American Eagle Title Insurance Company



**AFFIDAVIT OF LAND OR MINERAL OWNERSHIP: EXEMPT BUSINESS OR TRUST**

STATE OF OKLAHOMA )  
 )  
 ) ss.  
COUNTY OF Oklahoma )  
TO: THE ATTORNEY GENERAL OF THE STATE OF OKLAHOMA

Before me, the undersigned Darin William Delaney  
(list legal name and any aliases) (the "Affiant"), who, having been first duly sworn, deposes and states as of the date of this Affidavit:

- I am eighteen (18) years of age or older and have personal knowledge of the statements made herein.
- I am a/an President (role, such as titled officer or trustee) of DWD Enterprises Inc. (legal name, along with any trade or fictitious names, of business, trust, or other legal entity) (referred to herein as the "Entity"). I am duly authorized to record this Affidavit on behalf of the Entity, which took title to the real property identified in the Deed to which this Affidavit is attached (the "Property"), and to bind the Entity for the consequences of any false statements in this Affidavit.
- This Affidavit is executed in accordance with and pursuant to 60 O.S. § 121, which provides in part as follows:  
No alien or any person who is not a citizen of the United States or foreign government adversary shall acquire title to or own land in this state either directly or indirectly through a business entity, trust, or foreign government enterprise, except as hereinafter provided, but they shall have and enjoy in this state such rights as to personal property as are, or shall be, accorded a citizen of the United States under the laws of the nation to which such alien belongs, or by the treaties of such nation with the United States, except as the same may be affected by the provisions of Section 121 et seq. of this title or the Constitution of this state. Provided, however, the requirements of this subsection shall not apply to a business entity that is engaged in regulated interstate commerce or has a national security agreement with the Committee on Foreign Investment in the United States (CFIUS) in accordance with federal law.
- For purposes of this Affidavit, I acknowledge and understand that to be "engaged in regulated interstate commerce in accordance with federal law," means all the Entity's business activities in Oklahoma must be either: (a) expressly permitted by federal regulation or federal law, or (b) not prohibited by federal regulation or federal law. I further acknowledge and understand that an entity engaged in or supporting the cultivation of marijuana in Oklahoma is not "engaged in regulated interstate commerce in accordance with federal law." I have read the provisions of 60 O.S. § 121 and this Affidavit and certify that the Entity is engaged in regulated interstate commerce in accordance with federal law.
- No funding source is being used in the sale or transfer of the Property in violation of 60 O.S. § 121 or any other state or federal law.
- I acknowledge and understand that making or causing to be made a false statement in this affidavit may subject me to criminal prosecution for perjury and/or subject me and/or the Entity to being liable for actual damages suffered or incurred by any person or other entity as a result or consequence of the making of or reliance upon such false statement.

FURTHER AFFIANT SAYETH NOT.

  
AFFIANT, individually and as authorized agent of the Entity

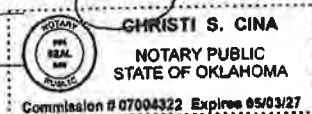
7-18-25  
Date

The foregoing instrument was subscribed and sworn to before me this 18 day of July  
2025, by Darin William Delaney

  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

My Commission Number: \_\_\_\_\_



# BETHANY

Oklahoma

Department of Planning & Community Development

December 19th, 2025

**NOTICE OF HEARING  
COMMISSION**

**PLANNING & ZONING**

**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 use permit request for the property on the attached sheet. All special use permit request 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 the special use permit request 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 special use permit requested. During the public hearings, the applicant for the special use permit request presents his/her 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**



## Request For A Special Use Permit

### A. General Information

1. Case No.: 26-02
2. Location of Property: 6708 NW 48<sup>th</sup> St
3. Legal Description: Neeley Second ADD 003 000 W60FT Lots1 THRU 3
4. Present Zoning: R-1, Single-Family Residential
5. Special Use Permit Request: Constructing a 440sqft accessory building

### B. Hearing Schedule

1. The Planning and Zoning Commission hearing on the proposed special use permit request will be held on January 15<sup>th</sup>, 2026, at 6:30 P.M. At this hearing, any interested citizen will have the opportunity to speak to the Commission concerning the proposed special use permit request. The Commission will vote on whether to recommend approval or disapproval of the permit request. **IF YOU HAVE AN OPINION ON THE APPLICATION, YOU SHOULD ATTEND THIS HEARING.**
2. The Planning and Zoning Commission will then transmit its recommendation to the City Council. The City Council Hearing will be held on February 3<sup>rd</sup>, 2026, at 6:30 P.M. At this hearing, any interested citizens will have the opportunity to speak to the City Council concerning the request. The City Council will vote either to approve or deny the proposed special use permit request. **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 are held in the Bethany City Council Chambers in City Hall.

(SEE LOCATION MAP ON BACK  
OF THIS PAGE)

## NOTICE OF PUBLIC HEARING

On January 15<sup>th</sup>, 2026, at 6:30 p.m. the Bethany Planning and Zoning Commission will during its regular session hold a public hearing at Bethany City Hall, 6700 N.W. 36<sup>th</sup> St., Bethany, OK 73008 for the following: Consider a request from Tanner Burrows, Applicant, and DWD, Enterprises, Darin Delaney, Property Owner for special use request to construct a 440 sq.ft. accessory building at 6708 NW 48<sup>th</sup> St.

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 February 3<sup>rd</sup>, 2026, at 6:30 p.m. At that meeting a second public hearing will be held and following the hearing the Council will vote to approve or deny the request.

The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

**LEGAL DESCRIPTION: Neeley Second ADD 003 000 W60FT Lots 1 THRU 3**



CITY OF BETHANY

405-789-2146

\*\*\*\*\* REPRINT RECEIPT\*\*\*\*\*

REC#: 01392790 12/10/2025 3:58 PM

OPER: ao TERM: 013

REF#: 181

TRAN: 540.0000 COMM DEV RECEIPTS

SPECIAL USE PERMIT

6708 NW 46TH ST

010-39010

MISCELLANEOUS REVEN 494.00CR

TENDERED: 494.00 CHECK

APPLIED: 494.00-

CHANGE: 0.00

\*\*\* CITY HALL WILL BE CLOSED\*\*\*  
NOVEMBER 27TH AND THE 28TH. TRASH MAKEUP  
DAY FOR THUR WILL BE THE WED BEFORE AND  
FOR FRI IT WILL BE THE WED AFTER.

**Agenda: 02/03/2026**  
**Item: 10**  
**BPWA Item: 2**

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

**From:** Elizabeth Gray, City Manager  
**Date:** January 27, 2026  
**Subject:** Approval of Brewer Construction Oklahoma, LLC Invoice No. 5 in the amount of \$28,695.22 for ODOC Community Development Block Grant Waterline project.

**BACKGROUND**

The Oklahoma Department of Commerce awarded a Community Development Block Grant (CDBG) to the city in a matching amount of \$171,250.00. The City's project area is generally located between NW 36<sup>th</sup> and NW 32<sup>nd</sup>, and Holloway and Mueller to continue with improvements completed with the last CDBG grant.

On October 15, 2024 the City of Bethany entered into a contract for engineering and design services with TEIM Design.

Bids were opened June 17, 2025 and the contract was awarded on July 15, 2025 to Brewer Construction Oklahoma, LLC in the amount of \$208,311.25.

On September 2, 2025 the City Council approved Invoice No. 1 from Brewer Construction Oklahoma, LLC in the amount of \$57,840.75.

On October 7, 2025 the City Council approved Invoice No. 2 from Brewer Construction Oklahoma, LLC in the amount of \$69,978.43.

On November 18, 2025 the City Council approved Invoice No. 3 from Brewer Construction Oklahoma, LLC in the amount of \$67,837.00.

On December 16, 2025 the City Council approved Invoice No. 4 from Brewer Construction Oklahoma, LLC in the amount of \$48,648.60.

**RECOMMENDATION**

1. Approval of Brewer Construction Oklahoma, LLC Invoice No. 5 in the amount of \$28,695.22 for ODOC Community Development Block Grant Waterline project.

**ADDITIONAL COMMENTS**

This project is being funded by a grant from CDBG and a 1:1 match from the City of Bethany





TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

January 27, 2026

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

Re: ODOC Community Development Block Grant  
Waterline Replacement Project  
NW 32<sup>nd</sup> Street N Holloway and N Mueller Avenue

Dear Ms. Gray,

Please find attached Brewer Construction Oklahoma, LLC, Invoice No. 5 (Final), in an amount of \$28,695.22 for which we recommend payment.

Please let me know if you require anything further.

Respectfully Submitted,

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

Robbie Williams, PE

# Brewer Construction Oklahoma, LLC

8301 SW 8th

P.O. Box 82457 Oklahoma City, OK 73148-0457

405-787-4962

Fax: 405-495-8972

January 19, 2026

Attn: Robbie Williams  
TEIM Design  
City of Bethany-ODOC CDBG Waterline Replacement  
NW 32nd Street-Holloway to Mueller  
AFP 5

Description	Contract Quantity	Current Quantity	Previous Quantity	Total Quantity	Unit Bid Price	Unit Bid Total
Audio-Video Recording Pre and Post	1		1	1	\$ 4,468.00	\$ 4,468.00
Sediment and Erosion Control	1		1	1	\$ 6,981.00	\$ 6,981.00
2" Copper Waterline Pipe	20	20		20	\$ 50.00	\$ 1,000.00
6" PVC C900 w/ Tracer Wire	740		740	740	\$ 75.00	\$ 55,500.00
Fittings 2" Plug	3	1	2	3	\$ 514.00	\$ 1,542.00
Fittings 2" Solid Sleeve	1	1		1	\$ 691.00	\$ 691.00
Fittings 2" x 45 Degree Bend	2	2		2	\$ 766.00	\$ 1,532.00
Fittings 6" x 2" Tapping Saddle	1		1	1	\$ 1,508.00	\$ 1,508.00
Fittings 6" Plug	1		1	1	\$ 666.00	\$ 666.00
Fittings 6" x 45 Degree Bend	9		9	9	\$ 741.00	\$ 6,669.00
Fittings 6" x 6" Tee	2		2	2	\$ 890.00	\$ 1,780.00
SLS 1" (Street Bore)	8		8	8	\$ 4,150.00	\$ 33,200.00
SSS 1"	7		7	7	\$ 2,887.00	\$ 20,209.00
6" Tap	1		1	1	\$ 1,374.00	\$ 1,374.00
Fire Hydrant	1		1	1	\$ 7,809.00	\$ 7,809.00
6" Gate Valve and Box	4		4	4	\$ 2,010.00	\$ 8,040.00
6" Tapping Valve and Box	1		1	1	\$ 2,704.00	\$ 2,704.00
Hydrostatic Pressure Testing and Disinfection	2		2	2	\$ 2,779.00	\$ 5,558.00
Megalug 2006PV	30		30	30	\$ 226.00	\$ 6,780.00
Tapping Sleeve 6" x 6"	1		1	1	\$ 2,018.00	\$ 2,018.00
Construction Staking	1		1	1	\$ 5,520.00	\$ 5,520.00
GPS As Built	1		1	1	\$ 2,001.00	\$ 2,001.00
Construction Signing and Traffic Control	1		1	1	\$ 5,750.00	\$ 5,750.00
Remove and Replace Pavement (Asphalt)	166	71	95	166	\$ 185.00	\$ 30,710.00
Remove and Replace Pavement (Concrete)	30		30	30	\$ 300.00	\$ 9,000.00
Remove and Replace Driveway(Gravel)	56	3	53	56	\$ 29.00	\$ 1,624.00
Solid Slab Sodding	1500	1167	333	1500	\$ 6.00	\$ 9,000.00
<b>Total Original</b>						<b>\$ 233,634.00</b>
<b>Amendment No 1</b>						
6" PVC Waterline Pipe(Push-On Joint)DR-14 W/ 12 Gauge Tracer Wire			LF 20	20	\$ 75.00	\$ 1,500.00
Fittings (8 inch x 45 Degree Mend MJ)			EA 4	4	\$ 741.00	\$ 2,964.00
6" Tap			EA 1	1	\$ 1,374.00	\$ 1,374.00
6" Gate Valve and Valve Box			EA 1	1	\$ 2,010.00	\$ 2,010.00
6" Tapping Valve and Valve Box			EA 1	1	\$ 2,704.00	\$ 2,704.00
Restrained Joint			EA 9	9	\$ 226.00	\$ 2,034.00
Tapping Gleeve 6 Inch x 6 Inch			EA 1	1	\$ 2,018.00	\$ 2,018.00
Remove and Replace Driveway (Concrete)			SY 86.34	86.34	\$ 300.00	\$ 25,902.00
<b>Total Amend. 1</b>						<b>\$ 40,506.00</b>
<b>Change Order 1</b>						
Furnish Install 10" Steel Casing			LF 10	10	\$ 39.00	\$ 390.00
<b>Total CO 1</b>						<b>\$ 390.00</b>
<b>Amendment No 2</b>						
(2Inch) (Copper) Waterline Pipe (ASTM B88 Type K)		20	LF	20	\$ (50.00)	\$ (1,000.00)
Fittings (2 Inch Plug)		1	EA	1	\$ (514.00)	\$ (514.00)
Fittings (2 Inch Solid Sleeve)		1	EA	1	\$ (691.00)	\$ (691.00)
Fittings (2 Inch x 45 Degree Bend)		2	EA	2	\$ (766.00)	\$ (1,532.00)
Remove and Replace Pavement (Asphalt)		71	SY	71	\$ (185.00)	\$ (13,135.00)
Remove and Replace Driveway (Concrete)		23	SY	23	\$ 300.00	\$ 6,900.00
Remove and Replace Driveway (Gravel)		3	SY	3	\$ (29.00)	\$ (87.00)
Solid Slab Sodding		1167	SY	1167	\$ (6.00)	\$ (7,002.00)
<b>Total Amend 2</b>						<b>\$ (17,061.00)</b>
<b>Change Order 2</b>						
Furnish and Install 5/8 Inch Meter With Lid		15	EA	15	\$ 850.00	\$ 12,750.00
Furnish and Install Single Short Service With 5/8 Inch Meter and Lid		1	EA	1	\$ 2,781.00	\$ 2,781.00
<b>Total CO 2</b>						<b>\$ 15,531.00</b>
<b>Total Completed</b>						<b>\$ 273,000.00</b>
<b>Material On Hand</b>						
<b>Total</b>						<b>\$ 273,000.00</b>
<b>Less 0% Ret.</b>						
<b>Less Previously Paid</b>						<b>\$ (244,304.78)</b>
<b>Total Due AFP # 5</b>						<b>\$ 28,695.22</b>

Thank You  
Brewer Construction Oklahoma LLC



Daniel Brewer  
Superintendent/Project Manager

CITY OF BETHANY, OKLAHOMA

NONCOLLUSION AFFIDAVIT

STATE OF Oklahoma )  
COUNTY OF Oklahoma ) SS

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

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature and Title

Subscribed and Sworn to before me this 23 day of January, 2026

Susan E. Morris  
Notary Public (or Clerk or Judge)

My commission expires: 9/13/27



Note: This affidavit must accompany every invoice or claim for payment over \$25,000 (62 O.S. Section 310.9)











**U.S. Department of Labor**  
Wage and Hour Division

**Davis-Bacon and Related Acts Weekly Certified Payroll Form**  
(For Contractor's Optional Use; See Instructions at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm))



Unless otherwise noted, the information requested is specific to the named project below.  
Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. January 2025

OMB No.: 1235-0008

Expires: 01/31/2028

SUBMISSION OF FINAL DBRA CERTIFIED PAYROLL FORM

PRIME CONTRACTOR

SUBCONTRACTOR

PROJECT NAME		PROJECT NO. or CONTRACT NO.		CERTIFIED PAYROLL NO.		PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME										
ODOC CDBG Waterline Replacement		19495 CDBG 24		20		Brewer Construction Oklahoma, LLC										
PROJECT LOCATION		WAGE DETERMINATION NO.		WEEK ENDING DATE		PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS ADDRESS										
NW 32nd Street, Bethany, Oklahoma				12/24/2025		8301 SW 8th St, Oklahoma City, OK 73128										
(1A)	(1B)	(1C)	(1D)	(1E)	(2)	(3)	(4)	(5)	(6A)	(6B)	(6C)	(7A)	(7B)	(8)	(9)	
WORKER ENTRY NO	WORKER LAST NAME	WORKER FIRST NAME	WORKER MIDDLE INITIAL	WORKER IDENTIFYING NO.	(J) JOURNEYWORKER (RA) REGISTERED APPRENTICE	LABOR CLASSIFICATION	(TOP) DAYS OF WORK WEEK (BOTTOM) DATES	TOTAL HOURS WORKED FOR WEEK	HOURLY WAGE RATE PAID FOR ST AND OT	TOTAL FRINGE BENEFIT CREDIT	PAYMENT IN LIEU OF FRINGE BENEFITS	GROSS AMT EARNED	GROSS AMT EARNED FOR ALL WORK	DEDUCTIONS FOR ALL WORK	NET PAY TO WORKER FOR ALL WORK	
							TH F S S I M T W							TAX WITH- HOLDINGS	OTHER (MUST SPECIFY, SEE INSTRUCTIONS)	TOTAL DEDUCTIONS
1	Chairez	Robert		4682		Trackhoe Operator (Salary)	18 19 20 21 22 23 24		31.87							
2	Powell	Danny		1434		Supervisor			23.21							
3	Chairez	Chrisitan		9849		Pipelayer			34.81							
4	Gonzalez	Geraldo		2175		General Laborer			18.00							
5	Gomez	Luis		0581		Front End Loader Operator			27.00							
6	Gonzalez	Yovany		8963		General Laborer			16.00							
7	Quisenberry	Larry		2912		Truck Driver			24.00							
8									20.00							
									30.00							
									18.00							
									27.00							
									25.00							
									37.50							

While use of Form WH-347 itself is optional, covered contractors and subcontractors performing work on Federal or federally assisted construction contracts are required by the DBRA regulations and the contract clauses to submit payroll information on a weekly basis. The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federal or federally financed construction contracts to, on a weekly basis, "furnish a statement on the wages paid each employee during the prior week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors and subcontractors to submit weekly certified payrolls to the appropriate Federal agency if the agency is a party to the contract (or, if the agency is not such a party, to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Federal agency). Each certified payroll must be accompanied by a signed "Statement of Compliance" (e.g., page 2 of the WH-347 or another document with identical wording) indicating that the certified payrolls are accurate and complete, and that each laborer or mechanic has been paid not less than the required Davis-Bacon prevailing wage rate(s) (including any fringe benefits) for the work performed. DOL and contracting agencies receiving this information review the information to determine whether workers have received legally required wages and fringe benefits.

**Public Burden Statement**

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210 (over)

PROJECT NAME <b>ODOC CDBG Waterline Replacement</b>	PROJECT NO. or CONTRACT NO. <b>19495 CDBG 24</b>	PAYROLL NO. <b>20</b>	PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME <b>Brewer Construction Oklahoma, LLC</b>							
PROJECT LOCATION <b>NW 32nd Street, Bethany, Oklahoma</b>	WEEK ENDING DATE <b>12/24/2025</b>	CERTIFYING OFFICIAL'S NAME AND TITLE <b>Susan E Morris, Payroll Administrator</b>								
<input checked="" type="checkbox"/> I paid or supervised the payment of the laborers or mechanics working on the above project during the stated time period. I certify the following: The payroll information submitted with this statement is correct and complete for the above project during the above period, and the wage and fringe benefit rates paid to the workers, including credit taken for the reasonably anticipated costs of a bona fide fringe benefit plan, fund or program, are not less than the applicable wage and fringe benefits rates for the classification(s) of work actually performed, as specified in the wage determination(s) incorporated into the contract. <input checked="" type="checkbox"/> All regular payrolls and all other basic records that the contractor is required to maintain for this payroll period are complete and accurate and will be made available upon request from the agency or the Department of Labor. <input checked="" type="checkbox"/> The classifications reported for each laborer or mechanic are the classification(s) of work that each worker actually performed. <input type="checkbox"/> Any workers paid as apprentices during the above period are duly registered in a bona fide apprenticeship program registered with the Office of Apprenticeship, Employment and Training Administration, United States Department of Labor ("OAL"), or a State Apprenticeship Agency ("SAA") recognized by Department of Labor. I have verified the registered apprenticeship program information provided below as accurate and applicable to any apprentices identified on page 1 of this form.										
APPRENTICESHIP PROGRAM NAME		NAME OF LABOR CLASSIFICATION								
REGISTERED		<input type="checkbox"/> OA <input type="checkbox"/> SAA <input type="checkbox"/> OA <input type="checkbox"/> SAA <input type="checkbox"/> OA <input type="checkbox"/> SAA								
<input checked="" type="checkbox"/> Fringe benefits have been paid in cash and/or to bona fide fringe benefit plans, funds, or programs. Where the contractor is claiming an hourly credit for their contributions to or reasonably anticipated costs of a bona fide fringe benefit plan, fund, or program, provide plan information and the hourly credit claimed for each worker listed on the previous page of this form.										
<b>HOURLY CREDIT FOR FRINGE BENEFITS</b>										
If an amount is listed in (GB) on the first page of this certified payroll form, enter the hourly credit claimed under each plan name, type and number for each worker and check whether the plan is funded or unfunded.										
NAME OF WORKER	FB NAME		FB NAME		FB NAME		FB NAME		TOTAL HOURLY CREDIT	
	FB TYPE	PLAN NO.	FB TYPE	PLAN NO.	FB TYPE	PLAN NO.	FB TYPE	PLAN NO.	Funded	Unfunded
	<input type="checkbox"/> Funded	<input type="checkbox"/> Unfunded	<input type="checkbox"/> Funded	<input type="checkbox"/> Unfunded	<input type="checkbox"/> Funded	<input type="checkbox"/> Unfunded	<input type="checkbox"/> Funded	<input type="checkbox"/> Unfunded	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$	\$
<input checked="" type="checkbox"/> All workers on the project have been paid the full weekly wages earned, and no rebates or deductions have been or will be made either directly or indirectly, other than permissible deductions as defined in 29 CFR part 3.										
ADDITIONAL REMARKS										
<b>SEE ADDENDUM</b>										
SIGNATURE OF CERTIFYING OFFICIAL <i>Susan E Morris</i>								TELEPHONE NUMBER <b>(405) 787-4962</b>		EMAIL ADDRESS <b>susan@brewerok.com</b>
								DATE <b>12/26/2025</b>		
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION (SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE), AS WELL AS DEBARMENT FROM FUTURE FEDERAL AND FEDERALLY-ASSISTED CONTRACTS. INFORMATION REPORTED IN CERTIFIED PAYROLLS MAY BE SUBJECT TO DISCLOSURE IN RESPONSE TO A FREEDOM OF INFORMATION ACT REQUEST.										

**U.S. Department of Labor**  
 Wage and Hour Division

**Davis-Bacon and Related Acts Weekly Certified Payroll Form**  
 (For Contractor's Optional Use; See Instructions at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm))



Unless otherwise noted, the information requested is specific to the named project below.  
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Rev. January 2025  
 OMB No.: 1235-0008  
 Expires: 01/31/2028

SUBMISSION OF FINAL DBRA CERTIFIED PAYROLL FORM  PRIME CONTRACTOR  SUBCONTRACTOR

PROJECT NAME		PROJECT NO. or CONTRACT NO.		CERTIFIED PAYROLL NO.		PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME											
ODOC CDBG Waterline Replacement		19495 CDBG 24		21		Brewer Construction Oklahoma, LLC											
PROJECT LOCATION		WAGE DETERMINATION NO.		WEEK ENDING DATE		PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS ADDRESS											
NW 32nd Street, Bethany, Oklahoma				12/31/2025		8301 SW 8th St, Oklahoma City, OK 73128											
(1A) WORKER ENTRY NO.	(1B) WORKER LAST NAME	(1C) WORKER FIRST NAME	(1D) WORKER MIDDLE INITIAL	(1E) WORKER IDENTIFYING NO.	(2) (J) JOURNEYWORKER (RA) REGISTERED APPRENTICE	(3) LABOR CLASSIFICATION	(4) (TOP) DAYS OF WORK WEEK (BOTTOM) DATES	(5) TOTAL HOURS WORKED FOR WEEK	(6A) HOURLY WAGE RATE	(6B) TOTAL FRINGE BENEFIT CREDIT	(6C) PAYMENT IN LIEU OF FRINGE BENEFITS	(7A) GROSS AMT EARNED	(7B) GROSS AMT EARNED FOR ALL WORK	(8) DEDUCTIONS FOR ALL WORK	(9) NET PAY TO WORKER		
				ST = STRAIGHT TIME OT = OVERTIME		TH F S S M T W 25 26 27 28 29 30 31		HOURS WORKED EACH DAY				TAX WITH-HOLDINGS		OTHER (MUST SPECIFY SEE INSTRUCTIONS)		TOTAL DEDUCTIONS	
1	Chairez	Robert		4682		Trackhoe Operator (Salary)			31.87								
2	Powell	Danny		1434		Supervisor			23.21								
3	Chairez	Chrisitan		9849		Pipelayer			34.81								
4	Gonzalez	Geraldo		2175		General Laborer			18.00								
5	Gomez	Luis		0581		Front End Loader Operator			27.00								
6	Gonzalez	Yovany		8963		General Laborer			16.00								
7	Quisenberry	Larry		2912		Truck Driver			24.00								
8									20.00								
									30.00								
									18.00								
									27.00								
									25.00								
									37.50								

While use of Form WH-347 itself is optional, covered contractors and subcontractors performing work on Federal or federally assisted construction contracts are required by the DBRA regulations and the contract clauses to submit payroll information on a weekly basis. The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federal or federally financed construction contracts to, on a weekly basis, "furnish a statement on the wages paid each employee during the prior week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors and subcontractors to submit weekly certified payrolls to the appropriate Federal agency if the agency is a party to the contract (or, if the agency is not such a party, to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Federal agency). Each certified payroll must be accompanied by a signed "Statement of Compliance" (e.g., page 2 of the WH-347 or another document with identical wording) indicating that the certified payrolls are accurate and complete, and that each laborer or mechanic has been paid not less than the required Davis-Bacon prevailing wage rate(s) (including any fringe benefits) for the work performed. DOL and contracting agencies receiving this information review the information to determine whether workers have received legally required wages and fringe benefits.

**Public Burden Statement**  
 We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room 53502, 200 Constitution Avenue, N.W., Washington, D.C. 20210 (over)



**U.S. Department of Labor**  
 Wage and Hour Division

**Davis-Bacon and Related Acts Weekly Certified Payroll Form**  
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 Expires: 01/31/2028

SUBMISSION OF FINAL DBRA CERTIFIED PAYROLL FORM  PRIME CONTRACTOR  SUBCONTRACTOR

PROJECT NAME		PROJECT NO. or CONTRACT NO.		CERTIFIED PAYROLL NO.		PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME										
ODOC CDBG Waterline Replacement		19495 CDBG 24		22		Brewer Construction Oklahoma, LLC										
PROJECT LOCATION		WAGE DETERMINATION NO.		WEEK ENDING DATE		PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS ADDRESS										
NW 32nd Street, Bethany, Oklahoma				1/7/2026		8301 SW 8th St, Oklahoma City, OK 73128										
(1A)	(1B)	(1C)	(1D)	(1E)	(2)	(3)	(4)	(5)	(6A)	(6B)	(6C)	(7A)	(7B)	(8)	(9)	
WORKER ENTRY NO.	WORKER LAST NAME	WORKER FIRST NAME	WORKER MIDDLE INITIAL	WORKER IDENTIFYING NO.	(1) JOURNEYWORKER (RA) REGISTERED APPRENTICE	LABOR CLASSIFICATION	(TOP) DAYS OF WORK WEEK (BOTTOM) DATES	TOTAL HOURS WORKED FOR WEEK	HOURLY WAGE RATE PAID FOR ST AND OT	TOTAL FRINGE BENEFIT CREDIT	PAYMENT IN LIEU OF FRINGE BENEFITS	GROSS AMT EARNED	GROSS AMT EARNED FOR ALL WORK	DEDUCTIONS FOR ALL WORK (TAX WITH-HOLDINGS, FICA, OTHER (MUST SPECIFY, SEE INSTRUCTIONS))	TOTAL DEDUCTIONS	NET PAY TO WORKER FOR ALL WORK
							Th F S S M T W 1 2 3 4 5 6 7									
1	Chairez	Robert		4682		Trackhoe Operator (Salary)			31.87							
2	Powell	Danny		1434		Supervisor			23.21							
3	Chairez	Chrisitan		9849		Pipelayer			34.81							
4	Gonzalez	Geraldo		2175		General Laborer			18.00							
5	Gomez	Luis		0581		Front End Loader Operator			27.00							
6	Gonzalez	Yovany		8963		General Laborer			16.00							
7	Quisenberry	Larry		2912		Truck Driver			24.00							
8									20.00							
									30.00							
									18.00							
									27.00							
									25.00							
									37.50							

While use of Form WH-347 itself is optional, covered contractors and subcontractors performing work on Federal or federally assisted construction contracts are required by the DBRA regulations and the contract clauses to submit payroll information on a weekly basis. The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federal or federally financed construction contracts to, on a weekly basis, "furnish a statement on the wages paid each employee during the prior week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors and subcontractors to submit weekly certified payrolls to the appropriate Federal agency if the agency is a party to the contract (or, if the agency is not such a party, to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Federal agency). Each certified payroll must be accompanied by a signed "Statement of Compliance" (e.g., page 2 of the WH-347 or another document with identical wording) indicating that the certified payrolls are accurate and complete, and that each laborer or mechanic has been paid not less than the required Davis-Bacon prevailing wage rate(s) (including any fringe benefits) for the work performed. DOL and contracting agencies receiving this information review the information to determine whether workers have received legally required wages and fringe benefits.

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PROJECT NAME <b>ODOC CDBG Waterline Replacement</b>	PROJECT NO. or CONTRACT NO. <b>19495 CDBG 24</b>	PAYROLL NO. <b>22</b>	PRIME CONTRACTOR/S/SUBCONTRACTOR'S BUSINESS NAME <b>Brewer Construction Oklahoma, LLC</b>
PROJECT LOCATION <b>NW 32nd Street, Bethany, Oklahoma</b>	WEEK ENDING DATE <b>1/7/2026</b>	CERTIFYING OFFICIAL'S NAME AND TITLE <b>Susan E Morris, Payroll Administrator</b>	

I paid or supervised the payment of the laborers or mechanics working on the above project during the stated time period. I certify the following:

The payroll information submitted with this statement is correct and complete for the above project during the above period, and the wage and fringe benefit rates paid to the workers, including credit taken for the reasonably anticipated costs of a bona fide fringe benefit plan, fund or program, are not less than the applicable wage and fringe benefits rates for the classification(s) of work actually performed, as specified in the wage determination(s) incorporated into the contract.

All regular payrolls and all other basic records that the contractor is required to maintain for this payroll period are complete and accurate and will be made available upon request from the agency or the Department of Labor.

The classifications reported for each laborer or mechanic are the classification(s) of work that each worker actually performed.

Any workers paid as apprentices during the above period are duly registered in a bona fide apprenticeship program registered with the Office of Apprenticeship, Employment and Training Administration, United States Department of Labor ("OA"), or a State Apprenticeship Agency ("SAA") recognized by Department of Labor. I have verified the registered apprenticeship program information provided below as accurate and applicable to any apprentices identified on page 1 of this form.

APPRENTICESHIP PROGRAM NAME	REGISTERED	NAME OF LABOR CLASSIFICATION
	<input type="checkbox"/> OA <input type="checkbox"/> SAA	
	<input type="checkbox"/> OA <input type="checkbox"/> SAA	
	<input type="checkbox"/> OA <input type="checkbox"/> SAA	

Fringe benefits have been paid in cash and/or to bona fide fringe benefit plans, funds, or programs. Where the contractor is claiming an hourly credit for their contributions to or reasonably anticipated costs of a bona fide fringe benefit plan, fund, or program, provide plan information and the hourly credit claimed for each worker listed on the previous page of this form.

**HOURLY CREDIT FOR FRINGE BENEFITS**

If an amount is listed in (6B) on the first page of this certified payroll form, enter the hourly credit claimed under each plan name, type and number for each worker and check whether the plan is funded or unfunded.

NAME OF WORKER	Funded		Unfunded		FB NAME	Funded		Unfunded		FB NAME	Funded		Unfunded		TOTAL HOURLY CREDIT
	Hourly Credit	\$	Hourly Credit	\$		Hourly Credit	\$	Hourly Credit	\$		Hourly Credit	\$	Hourly Credit	\$	
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$

All workers on the project have been paid the full weekly wages earned, and no rebates or deductions have been or will be made either directly or indirectly, other than permissible deductions as defined in 29 CFR part 3.

ADDITIONAL REMARKS

**SEE ADDENDUM**

SIGNATURE OF CERTIFYING OFFICIAL <i>Susan E Morris</i>	DATE <b>1/9/2026</b>	TELEPHONE NUMBER <b>(405) 787 - 4962</b>	EMAIL ADDRESS <b>susan@brewerok.com</b>
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THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION (SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE), AS WELL AS DEBARMENT FROM FUTURE FEDERAL AND FEDERALLY-ASSISTED CONTRACTS. INFORMATION REPORTED IN CERTIFIED PAYROLLS MAY BE SUBJECT TO DISCLOSURE IN RESPONSE TO A FREEDOM OF INFORMATION ACT REQUEST.

**U.S. Department of Labor**  
Wage and Hour Division

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U.S. Wage and Hour Division  
Rev. January 2025  
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SUBMISSION OF FINAL DBRA CERTIFIED PAYROLL FORM  PRIME CONTRACTOR  SUBCONTRACTOR

PROJECT NAME		PROJECT NO. or CONTRACT NO.		CERTIFIED PAYROLL NO.		PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME																
ODOC CDBG Waterline Replacement		19495 CDBG 24		23		Brewer Construction Oklahoma, LLC																
PROJECT LOCATION		WAGE DETERMINATION NO.		WEEK ENDING DATE		PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS ADDRESS																
NW 32nd Street, Bethany, Oklahoma				1/14/2026		8301 SW 8th St, Oklahoma City, OK 73128																
WORKER ENTRY NO.	WORKER LAST NAME	WORKER FIRST NAME	WORKER MIDDLE INITIAL	WORKER IDENTIFYING NO.	(1) JOURNEYWORKER (RA) REGISTERED APPRENTICE	(2) LABOR CLASSIFICATION	(3) ST = STRAIGHT TIME OT = OVERTIME	(4) DAYS OF WORK WEEK (BOTTOM) DATES				TOTAL HOURS WORKED FOR WEEK	(5A) HOURLY WAGE RATE PAID FOR ST AND OT	(5B) TOTAL FRINGE BENEFIT CREDIT	(5C) PAYMENT IN LIEU OF FRINGE BENEFITS	(5D) GROSS AMT EARNED	(5E) GROSS AMT EARNED FOR ALL WORK	(6) DEDUCTIONS FOR ALL WORK				(9) NET PAY TO WORKER FOR ALL WORK
								Th	F	S	M							T	W	8	9	
1	Chairez	Robert		4682		Trackhoe Operator (Salary)	ST	8						31.87		254,961,275.00	203.00	93.66	50.74	347.40	927.60	
2	Powell	Danny		1434		Supervisor	ST	8.5						23.21		197,266,266.67	50.00	47.95		97.95	528.72	
3	Chairez	Christan		9849		Pipelayer	ST	8.5						18.00		153,000,666.00	62.00	48.66	29.81	140.47	525.53	
4	Gonzalez	Geraldo		2175		General Laborer	ST							16.00								
5	Gomez	Luis		0581		Front End Loader Operator	ST	8.5						24.00		170,000,740.00	28.00	54.33	29.81	112.14	627.86	
6	Gonzalez	Yovany		8963		General Laborer	ST	8.5						30.00		153,000,666.00	53.00	48.66	29.81	131.47	534.53	
7	Quisenberry	Larry		2912		Truck Driver	ST							27.00								
8							ST							37.50								

While use of Form WH-347 itself is optional, covered contractors and subcontractors performing work on Federal or federally assisted construction contracts are required by the DBRA regulations and the contract clauses to submit payroll information on a weekly basis. The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federal or federally financed construction contracts to, on a weekly basis, "furnish a statement on the wages paid each employee during the prior week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors and subcontractors to submit weekly certified payrolls to the appropriate Federal agency if the agency is a party to the contract (or, if the agency is not such a party, to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Federal agency). Each certified payroll must be accompanied by a signed "Statement of Compliance" (e.g., page 2 of the WH-347 or another document with identical wording) indicating that the certified payrolls are accurate and complete, and that each laborer or mechanic has been paid not less than the required Davis-Bacon prevailing wage rate(s) (including any fringe benefits) for the work performed. DOL and contracting agencies receiving this information review the information to determine whether workers have received legally required wages and fringe benefits.

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PROJECT NAME <b>ODOC CDBG Waterline Replacement</b>	PROJECT NO. or CONTRACT NO. <b>19495 CDBG 24</b>	PAYROLL NO. <b>23</b>	PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME <b>Brewer Construction Oklahoma, LLC</b>
PROJECT LOCATION <b>NW 32nd Street, Bethany, Oklahoma</b>	WEEK ENDING DATE <b>1/14/2026</b>	CERTIFYING OFFICIAL'S NAME AND TITLE <b>Susan E Morris, Payroll Administrator</b>	

I paid or supervised the payment of the laborers or mechanics working on the above project during the stated time period. I certify the following:

- The payroll information submitted with this statement is correct and complete for the above project during the above period, and the wage and fringe benefit rates paid to the workers, including credit taken for the reasonably anticipated costs of a bona fide fringe benefit plan, fund or program, are not less than the applicable wage and fringe benefits rates for the classification(s) of work actually performed, as specified in the wage determination(s) incorporated into the contract.
- All regular payrolls and all other basic records that the contractor is required to maintain for this payroll period are complete and accurate and will be made available upon request from the agency or the Department of Labor.
- The classifications reported for each laborer or mechanic are the classification(s) of work that each worker actually performed.
- Any workers paid as apprentices during the above period are duly registered in a bona fide apprenticeship program registered with the Office of Apprenticeship, Employment and Training Administration, United States Department of Labor ("OA"), or a State Apprenticeship Agency ("SAA") recognized by Department of Labor. I have verified the registered apprenticeship program information provided below as accurate and applicable to any apprentices identified on page 1 of this form.

Fringe benefits have been paid in cash and/or to bona fide fringe benefit plans, funds, or programs. Where the contractor is claiming an hourly credit for their contributions to or reasonably anticipated costs of a bona fide fringe benefit plan, fund, or program, provide plan information and the hourly credit claimed for each worker listed on the previous page of this form.

**HOURLY CREDIT FOR FRINGE BENEFITS**

If an amount is listed in (6B) on the first page of this certified payroll form, enter the hourly credit claimed under each plan name, type and number for each worker and check whether the plan is funded or unfunded.

NAME OF WORKER	Funded		Unfunded		Funded		Unfunded		Funded		Unfunded		TOTAL HOURLY CREDIT
	FB NAME	FB TYPE	PLAN NO.	Hourly Credit	FB NAME	FB TYPE	PLAN NO.	Hourly Credit	FB NAME	FB TYPE	PLAN NO.	Hourly Credit	
	Hourly Credit			\$	Hourly Credit			\$	Hourly Credit			\$	\$
	Hourly Credit			\$	Hourly Credit			\$	Hourly Credit			\$	\$
	Hourly Credit			\$	Hourly Credit			\$	Hourly Credit			\$	\$
	Hourly Credit			\$	Hourly Credit			\$	Hourly Credit			\$	\$
	Hourly Credit			\$	Hourly Credit			\$	Hourly Credit			\$	\$
	Hourly Credit			\$	Hourly Credit			\$	Hourly Credit			\$	\$
	Hourly Credit			\$	Hourly Credit			\$	Hourly Credit			\$	\$
	Hourly Credit			\$	Hourly Credit			\$	Hourly Credit			\$	\$
	Hourly Credit			\$	Hourly Credit			\$	Hourly Credit			\$	\$

All workers on the project have been paid the full weekly wages earned, and no rebates or deductions have been or will be made either directly or indirectly, other than permissible deductions as defined in 29 CFR part 3.

ADDITIONAL REMARKS  
**SEE ADDENDUM**

SIGNATURE OF CERTIFYING OFFICIAL <i>Susan E Morris</i>	DATE <b>1/16/2026</b>	TELEPHONE NUMBER <b>(405) 787-4962</b>	EMAIL ADDRESS <b>susan@brewerok.com</b>
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THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION (SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE), AS WELL AS DEBARMENT FROM FUTURE FEDERAL AND FEDERALLY-ASSISTED CONTRACTS. INFORMATION REPORTED IN CERTIFIED PAYROLLS MAY BE SUBJECT TO DISCLOSURE IN RESPONSE TO A FREEDOM OF INFORMATION ACT REQUEST.



PROJECT NAME <b>ODOC CDBG Waterline Replacement</b>	PROJECT NO. or CONTRACT NO. <b>19495 CDBG 24</b>	PAYROLL NO. <b>24</b>	PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME <b>Brewer Construction Oklahoma, LLC</b>
PROJECT LOCATION <b>NW 32nd Street, Bethany, Oklahoma</b>	WEEK ENDING DATE <b>1/21/2026</b>	CERTIFYING OFFICIAL'S NAME AND TITLE <b>Susan E Morris, Payroll Administrator</b>	

I paid or supervised the payment of the laborers or mechanics working on the above project during the stated time period. I certify the following:  
 The payroll information submitted with this statement is correct and complete for the above project during the above period, and the wage and fringe benefit rates paid to the workers, including credit taken for the reasonably anticipated costs of a bona fide fringe benefit plan, fund or program, are not less than the applicable wage and fringe benefits rates for the classification(s) of work actually performed, as specified in the wage determination(s) incorporated into the contract.

- All regular payrolls and all other basic records that the contractor is required to maintain for this payroll period are complete and accurate and will be made available upon request from the agency or the Department of Labor.
- The classifications reported for each laborer or mechanic are the classification(s) of work that each worker actually performed.
- Any workers paid as apprentices during the above period are duly registered in a bona fide apprenticeship program registered with the Office of Apprenticeship, Employment and Training Administration, United States Department of Labor ("OA"), or a State Apprenticeship Agency ("SAA") recognized by Department of Labor. I have verified the registered apprenticeship program information provided below as accurate and applicable to any apprentices identified on page 1 of this form.

APPRENTICESHIP PROGRAM NAME	REGISTERED	NAME OF LABOR CLASSIFICATION
	<input type="checkbox"/> OA <input type="checkbox"/> SAA	
	<input type="checkbox"/> OA <input type="checkbox"/> SAA	
	<input type="checkbox"/> OA <input type="checkbox"/> SAA	

Fringe benefits have been paid in cash and/or to bona fide fringe benefit plans, funds, or programs. Where the contractor is claiming an hourly credit for their contributions to or reasonably anticipated costs of a bona fide fringe benefit plan, fund, or program, provide plan information and the hourly credit claimed for each worker listed on the previous page of this form.

**HOURLY CREDIT FOR FRINGE BENEFITS**  
*If an amount is listed in (6B) on the first page of this certified payroll form, enter the hourly credit claimed under each plan name, type and number for each worker and check whether the plan is funded or unfunded.*

NAME OF WORKER	Funded			Unfunded			TOTAL HOURLY CREDIT
	FB NAME	FB TYPE	PLAN NO.	FB NAME	FB TYPE	PLAN NO.	
	Hourly Credit	\$		Hourly Credit	\$		\$
	Hourly Credit	\$		Hourly Credit	\$		\$
	Hourly Credit	\$		Hourly Credit	\$		\$
	Hourly Credit	\$		Hourly Credit	\$		\$
	Hourly Credit	\$		Hourly Credit	\$		\$
	Hourly Credit	\$		Hourly Credit	\$		\$
	Hourly Credit	\$		Hourly Credit	\$		\$
	Hourly Credit	\$		Hourly Credit	\$		\$
	Hourly Credit	\$		Hourly Credit	\$		\$

All workers on the project have been paid the full weekly wages earned, and no rebates or deductions have been or will be made either directly or indirectly, other than permissible deductions as defined in 29 CFR part 3.

ADDITIONAL REMARKS

**SEE ADDENDUM**

SIGNATURE OF CERTIFYING OFFICIAL <i>Susan E Morris</i>	DATE <b>1/23/2026</b>	TELEPHONE NUMBER <b>(405) 787 - 4962</b>	EMAIL ADDRESS <b>susan@brewerok.com</b>
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THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION (SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE), AS WELL AS DEBARMENT FROM FUTURE FEDERAL AND FEDERALLY-ASSISTED CONTRACTS. INFORMATION REPORTED IN CERTIFIED PAYROLLS MAY BE SUBJECT TO DISCLOSURE IN RESPONSE TO A FREEDOM OF INFORMATION ACT REQUEST.

**Agenda: 02/03/2026**  
**Item: 11**  
**BPWA Item: 3**

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

**From:** Elizabeth Gray, City Manager  
**Date:** January 28, 2026  
**Subject:** Ratification of Expenditures for Emergency Repairs to the Water System at NW 36th and Riverside

**BACKGROUND**

Council members were notified of an ongoing emergency at NW 36th and Riverside via email on 1/21/26. A fire hydrant is leaking and there are no working valves in the area that will allow for it to be isolated and replaced. Plans are to install four Inserta-Valves at strategic locations on the 6-inch water line serving the area that will benefit more than just one hydrant location, then remove and replace the leaking hydrant. Staff is utilizing the on-call, emergency contract that was approved by council on 9/16/25. Cost is estimated to be \$100,000.

**RECOMMENDATION**

1. Ratify emergency repair expenditures utilizing the Krapff-Reynolds Construction Co. on call/emergency contract for Water Repair Services at NW 36<sup>th</sup> Street and Riverside Avenue in Bethany Oklahoma.

**ADDITIONAL COMMENTS**

The funding source is account 056-512.1-342 Water Line Maintenance. This will leave a \$271,501 unencumbered balance balance in this account.



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## **BETHANY PUBLIC WORKS AUTHORITY MEETING**

### **BETHANY CITY HALL**

**TUESDAY, JANUARY 20, 2026**

**6:30 P.M.**

<b>MEMBERS PRESENT:</b>	Amanda Sandoval	Chairman
	Peter Plank	Vice-Chairman
	Chris Powell	Trustee
	Aja Triana	Trustee
	Kathy Larsen	Trustee
	Chandra Ford	Trustee
	Brian Magirowsky	Trustee
	Burt Falkner	Trustee
	Ken Smart	Trustee
<b>MEMBERS ABSENT:</b>	None	
<b>OTHERS PRESENT:</b>	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	Steve Manek	TEIM Design Engineer
	(See Roster)	

Chairman Sandoval called the Bethany Public Works Authority meeting to order at 6:43 P.M.

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

- A. APPROVAL OF MINUTES FROM JANUARY 6, 2025, REGULAR MEETING.**
- B. APPROVAL OF CLAIMS: THESE CLAIMS HAVE BEEN FOUND TO BE IN ORDER BY STAFF AND PROPER AS TO FORM AND PROCEDURE AND ARE RECOMMENDED FOR PAYMENT. A COPY OF THE CLAIMS LIST IS INCLUDED IN THE AGENDA PACKET.**

A motion was made by Trustee Magirowsky, seconded by Trustee Ford to approve the Consent Docket. Yes votes: Falkner, Plank, Ford, Larsen, Sandoval, Triana, Magirowsky, Powell, Smart. No Votes: None. Motion approved.

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

None

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

Chairman Sandoval adjourned the Bethany Public Works Authority meeting at 6:43 P.M. until February 3, 2026.

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CHAIRMAN

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SECRETARY



## BETHANY PUBLIC WORKS AUTHORITY

**From:** Michael Vaughn, Finance Director  
**Date:** January 29, 2026  
**Subject:** Claims list for the 02/03/2025 Bethany Public Works Authority Meeting

### BETHANY PUBLIC WORKS AUTHORITY

FUND	AMOUNT
Bethany Public Works Authority	\$ 126,886.78
<b>TOTAL</b>	<b>\$ 126,886.78</b>

### ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 97,555.03
Bethany Public Works Authority	\$ 126,886.78
Bethany Hospital Trust	\$ -
Bethany Development Authority	\$ -
<b>TOTAL</b>	<b>\$ 224,441.81</b>

### RECOMMENDATION

1. Approve claims as presented.



FUND: 056- BETHANY PUBLIC WORKS AUTH

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 02.0 FINANCE						
26-54229	10-005702	TPS TECHNICAL PROGRAMMING	UTILITY BILL PRINTING	1/2026	123053	2,514.00
DEPARTMENT TOTAL:						2,514.00
DEPARTMENT: 08.1 PUBLIC WORKS - ADMIN						
26-55683	10-3042	ACCURATE ENVIRONMENTAL	ODEQ REQUIRED MONTHLY TES	1/2026	IA08072	816.00
DEPARTMENT TOTAL:						816.00
DEPARTMENT: 08.3 PUBLIC WORKS - SANIT						
26-55746	10-004601	QUALITY PETROLEUM	200 GAL AW-46 HYDRO FLUID	1/2026	0006426253-001	1,275.71
26-55735	10-005321	AMAZON CAPITAL SERVICES,	INHANCAPSTICKERS,PENS,PAPER	1/2026	8070668	72.76
26-55768	10-005321	AMAZON CAPITAL SERVICES,	INWATER PROOF GLOVES	1/2026	3240262	94.18
26-55810	10-005321	AMAZON CAPITAL SERVICES,	IN3 PAIR OF WP BOOTS	1/2026	4487449	142.48
26-55707	10-005350	FORCE PERSONNEL	TEMP HELP	1/2026	86119	2,378.79
26-54026	10-006081	CH&W COMMERCIAL TIRE, LLC	60 RECAPS & 30 CASINGS	1/2026	3-G70862	2,050.00
26-55743	10-0225	GENUINE PARTS	FUEL FILTER SANITATION	1/2026	107291	74.02
26-55789	10-0225	GENUINE PARTS	BATTERYS & FUEL COND	1/2026	107706	304.20
26-55606	10-0812	J & R EQUIPMENT LLC	#89	1/2026	PRO FORMA	496.79
26-55721	10-1261	RED ROCK PETRO	3800 DIESEL & 4200 UNLEAD	1/2026	1625646	7,074.81
26-55571	10-1551	UNITED ENGINES, LLC	BRAKESHoes,DRUMS,&SLACKAD	1/2026	20260120	7,315.53
26-55734	10-1622	WESTLAKE ACE HARDWARE	50FT EXT CORD PLUG UP #97	1/2026	3505330	54.99
26-55751	10-2123	HOME DEPOT CREDIT SVCS	3 EXT CORDS	1/2026	020421/6026772	119.00
26-55708	10-3081	PREMIER TRUCK/ATC FREIGHTLIREGIN	UNIT #92	1/2026	29436120	674.00
26-55804	10-3331	RUCKER MECHANICAL	HEATERINSANITATIONBARN	1/2026	83152	1,006.96
26-55761	10-4005	INLAND TRUCK PARTS & SERVICREPLACE	REAR BRAKES&DRUMS	1/2026	IN-1937549	6,320.30
26-55639	10-4090	AT&T MOBILITY	SANITATION PHONE SERVICE	1/2026	0119206-	16.49
DEPARTMENT TOTAL:						29,471.01
DEPARTMENT: 08.4 PUBLIC WORKS - MAINT						
26-55661	10-005321	AMAZON CAPITAL SERVICES,	INSUPPLIES	1/2026	6145833	37.99
26-55721	10-1261	RED ROCK PETRO	3800 DIESEL & 4200 UNLEAD	1/2026	1625646	38.90
DEPARTMENT TOTAL:						76.89

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 12.0 UTILITY - WATER PLANT						
26-55661	10-005321	AMAZON CAPITAL SERVICES,	INSUPPLIES	1/2026	6145833	409.83
26-55768	10-005321	AMAZON CAPITAL SERVICES,	INWATER PROOF GLOVES	1/2026	3240262	75.96
26-55769	10-0091	BRENNTAG SOUTHWEST	2475#19% AMMONIA	1/2026	BSW671151	2,879.42
26-55821	10-0696	HAYNES EQUIPMENT CO INC	BOOSTER PUMP	1/2026	INV813427	797.50
26-55731	10-0948	MIDCO LABORATORY	STANDARD VERSENATE	1/2026	20260121	96.00
26-54354	10-1063	OG&E	MNTHLY SVC.	1/2026	20260115 JAN	19,679.94
26-55505	10-1128	OK CITY WATER UTILITIES	TROCK CROSSTIES	1/2026	DEC. BILL	16,426.55
26-55721	10-1261	RED ROCK PETRO	3800 DIESEL & 4200 UNLEAD	1/2026	1625646	239.57
26-55778	10-1622	WESTLAKE ACE HARDWARE	HAND WARMERS,NOZZLE, TIES	1/2026	3505345	59.81
26-55759	10-2123	HOME DEPOT CREDIT SVCS	HEATTAPE&FOAMINSULATION	1/2026	020214/6026804	127.07
26-55666	10-2580	JOURNAL RECORD PUBLISHING	LIME SLUDGE BID	1/2026	745839818	96.98
26-55683	10-3042	ACCURATE ENVIRONMENTAL	ODEQ REQUIRED MONTHLY TES	1/2026	IA13096	350.00
26-55622	10-3487	AIRGAS USA, LLC	CO2	1/2026	9168200279	7,445.34
26-55685	10-3919	MISSISSIPPI LIME	25 TONS PER CONTRACT	1/2026	CD166588	10,510.28
26-55665	10-3984	MIDWEST HOSE & SPECIALTY,	IHOSE FOR LIME SOLO	1/2026	02601592	267.00
DEPARTMENT TOTAL:						59,461.25
DEPARTMENT: 12.1 UTILITY - WATER LINE						
26-55735	10-005321	AMAZON CAPITAL SERVICES,	INHANCAPSTICKERS,PENS,PAPER	1/2026	8070668	27.90
26-55768	10-005321	AMAZON CAPITAL SERVICES,	INWATER PROOF GLOVES	1/2026	3240262	47.48
26-55725	10-1066	OKLAHOMA CONTRACTOR'S SUPPLPARTS		1/2026	0387630-IN	273.00
26-55741	10-1080	OKLAHOMA EMPLOYMENT SECURITUNEMPLOYMENT		1/2026	20260203	1,871.00
26-55721	10-1261	RED ROCK PETRO	3800 DIESEL & 4200 UNLEAD	1/2026	1625646	922.37
26-55751	10-2123	HOME DEPOT CREDIT SVCS	3 EXT CORDS	1/2026	020421/6026772	74.97
26-55763	10-2123	HOME DEPOT CREDIT SVCS	HEAT TAPE IMPACT WRENCH	1/2026	021104/5434451	399.00
26-54301	10-4090	AT&T MOBILITY	METER READERS	1/2026	01192026-	270.68
DEPARTMENT TOTAL:						3,886.40
DEPARTMENT: 12.2 UTILITY - SEWER						
26-55768	10-005321	AMAZON CAPITAL SERVICES,	INWATER PROOF GLOVES	1/2026	3240262	47.48
26-55511	10-006228	NATIONAL TANK & EQUIPMENT	LBYPASS PUMP RENTAL	1/2026	450012-0002	1,691.25
26-55809	10-0696	HAYNES EQUIPMENT CO INC	21ST AND COUNCIL	1/2026	INV8132343	1,050.55
26-55771	10-0933	MAXWELL SUPPLY	INSULATED CONCRETE BLANKE	1/2026	293878	238.28
26-54354	10-1063	OG&E	MNTHLY SVC.	1/2026	20260115 JAN	2,521.70
26-54321	10-1068	ONG	MONTHLY SVC	1/2026	20260120	183.41
26-55790	10-1622	WESTLAKE ACE HARDWARE	SUPPLIES	1/2026	3505348	669.29
26-55798	10-1622	WESTLAKE ACE HARDWARE	SUPPLIES FOR LIFT STATION	1/2026	3505353	125.61
26-55751	10-2123	HOME DEPOT CREDIT SVCS	3 EXT CORDS	1/2026	020421/6026772	74.97
26-55763	10-2123	HOME DEPOT CREDIT SVCS	HEAT TAPE IMPACT WRENCH	1/2026	021104/5434451	198.24
26-55792	10-2123	HOME DEPOT CREDIT SVCS	BOARDS & BOLTS	1/2026	022378/4011969	472.81
26-55762	10-3245	KRAPFF REYNOLDS CONST CO	NW 38 AND PENIEL SEWER	1/2026	26012 38th/PENIEL	22,435.19
26-55737	10-3380	URBAN CONTRACTORS INC	JET/CAMRA THMPKINS-SCOOTR	1/2026	26-3	900.00
26-54301	10-4090	AT&T MOBILITY	METER READERS	1/2026	01192026-	52.45
DEPARTMENT TOTAL:						30,661.23
FUND TOTAL:						126,886.78
GRAND TOTAL:						224,441.81

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## **BETHANY HOSPITAL TRUST MEETING**

### **BETHANY CITY HALL**

**TUESDAY, JANUARY 20, 2026**

**6:30 P.M.**

<b>MEMBERS PRESENT:</b>	Amanda Sandoval	Chairman
	Peter Plank	Vice-Chairman
	Chris Powell	Trustee
	Aja Triana	Trustee
	Kathy Larsen	Trustee
	Chandra Ford	Trustee
	Brian Magirowsky	Trustee
	Burt Falkner	Trustee
	Ken Smart	Trustee
<b>MEMBERS ABSENT:</b>	None	
<b>OTHERS PRESENT:</b>	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	Steve Manek	TEIM Design Engineer
	(See Roster)	

Chairman Sandoval called the Bethany Hospital Trust meeting to order at 6:43 P.M.

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

- A. APPROVAL OF MINUTES FROM JANUARY 6, 2026, REGULAR MEETING.**
- B. APPROVAL OF CLAIMS: THESE CLAIMS HAVE BEEN FOUND TO BE IN ORDER BY STAFF AND PROPER AS TO FORM AND PROCEDURE AND ARE RECOMMENDED FOR PAYMENT. A COPY OF THE CLAIMS LIST IS INCLUDED IN THE AGENDA PACKET.**

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

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

None.

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

Chairman Sandoval adjourned the Bethany Hospital Trust meeting at 6:44 P.M. until February 3, 2026.

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CHAIRMAN

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SECRETARY

## BETHANY HOSPITAL TRUST

**From:** Michael Vaughn, Finance Director  
**Date:** January 29, 2026  
**Subject:** Claims list for the 02/03/2026 Bethany Hospital Trust Meeting

### BETHANY HOSPITAL TRUST

FUND	AMOUNT
Bethany Hospital Trust	
<b>TOTAL</b>	

### ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 97,555.03
Bethany Public Works Authority	\$ 126,886.78
Bethany Hospital Trust	\$ -
Bethany Development Authority	\$ -
<b>TOTAL</b>	\$ 224,441.81

### RECOMMENDATION

1. Approve claims as presented.



NOTICE: On Thursday, January 15, 2026, at or before 4:59 p.m., agenda was posted at City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: cityofbethany.org. The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

**BETHANY DEVELOPMENT AUTHORITY**

**BETHANY CITY HALL**

**TUESDAY, JANUARY 20, 2026**

**6:30 P.M.**

<b>MEMBERS PRESENT:</b>	Amanda Sandoval Peter Plank Chris Powell Aja Triana Kathy Larsen Chandra Ford Brian Magirowsky Burt Falkner Ken Smart	Chairman Vice-Chairman Trustee Trustee Trustee Trustee Trustee Trustee Trustee
<b>MEMBERS ABSENT:</b>	None	
<b>OTHERS PRESENT:</b>	Elizabeth Gray Ray Jones Michael Vaughn Lesa LaMar Steve Manek (See Roster)	City Manager City Attorney City Clerk/Treasurer Deputy City Clerk TEIM Design Engineer

Chairman Sandoval called the Bethany Development Authority meeting to order at 6:44 P.M.

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

**A. APPROVAL OF MINUTES FROM JANUARY 6, 2026, REGULAR MEETING.**

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

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

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

None

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

Chairman Sandoval adjourned the Bethany Development Authority meeting at 6:44 P.M. until February 3, 2026.

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CHAIRMAN

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SECRETARY



## BETHANY DEVELOPMENT AUTHORITY

**From:** Michael Vaughn, Finance Director  
**Date:** January 29, 2026  
**Subject:** Claims list for the 02/03/2026 Bethany Development Authority Meeting

### BETHANY DEVELOPMENT AUTHORITY

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

### ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 97,555.03
Bethany Public Works Authority	\$ 126,886.78
Bethany Hospital Trust	\$ -
Bethany Development Authority	\$ -
<b>TOTAL</b>	<b>\$ 224,441.81</b>

### RECOMMENDATION

1. Approve claims as presented.

